



Travis County Commissioners Court Agenda Request

Meeting Date: July 30, 2013

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

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

Carol B. J...
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 reject the dedication and abandon the public streets known as Lenape Trail, Lenape Cove, Superview Drive, and Indian Scout Trail, all originally dedicated by The Overlook Estates, Phase 1 subdivision - a subdivision in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

A Commissioners Court hearing for this rejection of dedication and abandonment of public streets request was originally held on May 22, 2012. However, action was not taken at that time. The Court requested that the applicant meet with neighboring property owners who showed concern and/or opposition during the hearing.

Staff has since received a letter from the developer's attorney (Terrence L. Irion) requesting the item be re-scheduled for Court. Due to the time that has lapsed from the original hearing, staff required public notice to be posted and a new hearing be set.

STAFF RECOMMENDATIONS:

The request has been reviewed by TNR staff which finds the request meets Section 82.206(c) of the Travis County Standards for Construction of Streets and Drainage in Subdivisions. As such, TNR staff recommends the proposed action.

ISSUES AND OPPORTUNITIES:

Since the hearing of May 22, 2012, additional meetings were held between the developer and the concerned neighboring property owners. It is staff's understanding that the meetings were inconclusive. As of this memo, staff has received additional inquiries in response to the public notice postings. The responses/opinions have been mixed.

If the request is approved, the developer will then move forward with submitting plans to get permitting for privacy gates at either end of the project.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

ATTACHMENTS/EXHIBITS:

Updated Request Letter
Proposed Gate Locations
Sign Affidavit and Pictures
Original Packet - May 22, 2012

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 & Long Range Planning	(512) 854-7561

CC:

Stacey Scheffel	Program Manager	TNR - Permits	(512) 854-7565
Chris Gilmore	Asst County Attorney	County Attorney	(512) 854-9415

SM:AB:ps

1101 - Development Services Long Range Planning - The Overlook Estates, Section 1



Travis County Commissioners Court Agenda Request

Meeting Date:

July 30, 2013

Prepared By/Phone Number:

Kelly Page
Travis County Sheriff's Office
854-4392

Elected/Appointed Official/Dept. Head:

Greg Hamilton, Sheriff

A handwritten signature in black ink, appearing to be "GH", written over the printed name.

Commissioners Court Sponsor:

Commissioner Gerald Daugherty

AGENDA LANGUAGE:

Consider and take appropriate action on the following:

- A. Recognize the Back 2 School Safety Bash community event which is facilitated by the Travis County Sheriff's Office Community Outreach Unit.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached memo and event poster.

STAFF RECOMMENDATIONS:

Continue the outreach opportunity.

ISSUES AND OPPORTUNITIES:

The Travis County Sheriff's Office will be hosting a Back 2 School Safety Bash on August 3, 2013 from 10:00 a.m.- 1:00 p.m. at the Travis County Sheriff's Office West Command, 3800 Hudson Bend Rd., Austin, Texas.

Join TCSO for a fun-filled day of back to school exhibits and various services. Youth will be excited to have an opportunity to participate in a forensic fingerprint demonstration, interact with officers to learn about bicycle safety and have a hands-on learning experience with several specialized Sheriff's Office units. Additionally, TCSO is happy to introduce two new community partners Youth2Seniors and the Care Van program.

FISCAL IMPACT AND SOURCE OF FUNDING:

There is no fiscal impact for the August 3 "Back 2 School Safety Bash" event. The program is supported by community partnerships and existing resources.

REQUIRED AUTHORIZATIONS:

Sheriff Greg Hamilton, Travis County Sheriff's Office, 854-9788

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.



JAMES SYLVESTER
Chief Deputy

GREG HAMILTON
TRAVIS COUNTY SHERIFF

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

DARREN LONG
Major - Corrections

PHYLLIS CLAIR
Major - Law Enforcement

MARK SAWA
Major - Administration & Support

July 17, 2013

MEMORANDUM

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

FROM: Sheriff Greg Hamilton

SUBJECT: Recognize Back 2 School Safety Bash Event

The Travis County Sheriff's Office will be hosting a Back 2 School Safety Bash on August 3, 2013 from 10:00 a.m.-1:00 p.m. at the Travis County Sheriff's Office West Command, 3800 Hudson Bend Rd., Austin, Texas.

Join TCSO for a fun-filled day of back to school exhibits and various services. Youth will be excited to have an opportunity to participate in a forensic fingerprint demonstration, interact with officers to learn about bicycle safety and have a hands-on learning experience with several specialized Sheriff's Office units. Moreover, TCSO is happy to introduce two new community partners Youth2Seniors and the Care Van program.

Youth2Seniors is youth volunteer group who closely interacts with senior citizens and donates craft projects to various community groups. Additionally, the Care Van program will be on site to provide free immunizations for youth 2 mos - 18 years of age.

Please see: <https://www.tcsheriff.org/community/events/298-back-to-school-safety-bash> for additional information on immunization eligibility.

Parents will also have an opportunity to have their vehicle identification number etched on their vehicle and have their child fingerprinted for their personal records.

Come join the fun!

Back 2 School

Safety Bash

Saturday, August 3, 2013
10am-1pm

Travis County Sheriff's Office
3800 Hudson Bend Rd.

Join the Travis County Sheriff's Office and let us get your school year off to a safe start!

www.tcsheriff.org or 512-854-4392

Hands-On Crime
Lab Demonstrations

Highway Enforcement Unit **Motors**

Build a Bear with
Youth2Seniors. Bears will
be Donated to Charity.

Child ID Station

Vin Etching

School Resource Officer **Bike safety**

Travis County
Fire Marshal

Visit Corrections Vehicles

Free Care Van Children's Immunizations
Eligibility for Free Vaccines

Ages 2 months thru 18 years
Child has NO private insurance covering vaccines
Child CAN have Medicaid
No CHIP Insurance is accepted





Item 4

Travis County Commissioners Court Agenda Request

Meeting Date: July 30, 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: *Carol B. Boyd An* Steven M. Manilla, P.E., County Executive-TNR

Sponsoring Court Member: Commissioner Davis, Precinct One

AGENDA LANGUAGE: Consider and take appropriate action on the use of an Alternative Fiscal Agreement for Sorento, Phase 1 - Precinct One.

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 which 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 the 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 and Long Range Planning authorizes the issuance of a Basic Development Permit for construction of streets and drainage facilities.

Plat Status

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

Restoration/Erosion Control Fiscal

The fiscal for the subdivision restoration and improvements has been posted with Travis County using a letter of credit in the amount of \$574,382.30.

Access to Publicly Maintained Road

Sorento, Phase 1 takes access from Weiss Lane, a street maintained by Travis County.

Waste Water Service

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

Construction Plans and Engineer's Estimate of Construction Cost Approved

All comments by Travis County staff have been addressed and the reviewer is prepared to sign the cover sheets of the plans and issue permit #13-0403. The estimated cost of the improvements is \$3,228,702.60. 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 the alternate fiscal. An Extension of Sixty-Day Period for Completed Plat Application Final Action is also included.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

ATTACHMENTS/EXHIBITS:

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

REQUIRED AUTHORIZATIONS:

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

CC:

SM:AB:ps

1101 - Development Services Long Range Planning - Sorento, Phase 1

§ EXHIBIT 82.401 (D)

(d) Alternative Fiscal Policy Request and Acknowledgement

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 the Travis County's Transportation and Natural Resources Department ("TNR") hold the proposed plat of the 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 Subdivision (the "Standards") to the satisfaction of the Executive Manager 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 Development Permit. The owner will be required to post fiscal for boundary street 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 Improvements to secure the performance of the construction of the Improvements for one year from the date of the approval of the plat and the acceptance of the construction by the County.

Executed this 11 day of JULY, 2013

OWNER: SORENTO HOLDINGS 2012 LLC.

By: [Signature]

Name: DAVID NAIRNE

Title: VICE PRESIDENT
Authorized Representative

TRAVIS COUNTY, TEXAS By: -----
County Judge

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me by David Nairne on the 11th day of July, 2013, in the capacity stated herein.



[Signature]
Notary Public in and for
the State of Texas

Michael Blue
Printed or typed name of notary

My commission
expires: 10/12/16

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

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

Notary Public in and for
the State of Texas

Printed or typed name
of notary
My commission
expires: _____

Mailing Address of Owner:



LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

FIELD NOTES
FOR

A 30.459 acre, or 1,326,801 square feet more or less, tract of land, out of a called 119.023 acre tract recorded in Document No. 2012164042, of the Official Public Records of Travis County, Texas, out of the John C. Bray, Survey No. 10, Abstract 73, in the City of Pflugerville, Travis, County, Texas. Said 30.459 acre tract being more fully described as follows, with the bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the Central Zone:

BEGINNING: From a found ½" iron rod with yellow cap marked "Pape-Dawson", a point in the east right of way line of said Weiss Lane, a variable width right-of-way, the northwest corner of said called 119.023 acre tract and in the south line of a right-of-way dedication shown on the Final Plat of Pflugerville Industrial Park recorded in Document No. 200800320 of the Official Public Records of Travis County, Texas;

THENCE: S 67°15'22" E, departing the east right of way line of said Weiss Lane, along and with the north line of said called 119.023 acre tract and the south line of said right-of-way dedication, at a distance of 530.02 feet passing the intersection of the south line of said right-of-way dedication and the south line of Lot 4 of said Final Plat of Pflugerville Industrial Park, continuing along and with the north line of said called 119.023 acre tract and the south line of said Lot 4, at a distance of 1045.43 feet passing the southeast corner of said Lot 4 and the southwest corner of a called 158.1 acre tract recorded in Volume 11080, Page 27 of the Official Public Records of Travis County, Texas, continuing along and with the north line of said called 119.023 acre tract and the south line of said called 158.1 acre tract for a total distance of 2178.01 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson", a northeast corner of said called 119.023 acre tract, a point in the south line of said called 158.1 acre tract and the northwest corner of a called 10.00 acre tract recorded in Volume 13115, Page 987 of the Real Property Records of Travis County, Texas;

THENCE: S 27°39'19" W, departing the south line of said called 158.1 acre tract, along and with an east line of said called 119.023 acre tract and the west line of said called 10.0 acre tract, a distance of 185.04 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", a point in the east line of said called 119.023 acre tract and a point in the west line of said called 10.0 acre tract;

30.459 Acres
Job No. 50703-51
Page 2 of 3

THENCE: Departing the east line of said called 119.023 acre tract and the west line of said called 10.0 acre tract, over and across said called 119.023 acre tract the following calls and distances;

N 54°46'43" W, a distance of 30.91 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

S 38°57'52" W, a distance of 186.46 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

Northwesterly, along a non-tangent curve to the left, having a radial bearing of S 38°57'52" W, a radius of 500.00 feet, a central angle of 06°32'54", a chord bearing and distance of N 54°18'35" W, 57.11 feet, an arc length of 57.15 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

S 27°25'40" W, a distance of 343.11 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

N 62°34'20" W, a distance of 125.00 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

S 27°25'40" W, a distance of 80.00 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

N 62°34'20" W, a distance of 889.35 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

N 27°25'40" E, a distance of 90.00 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

N 62°34'20" W, a distance of 250.00 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

S 27°25'40" W, a distance of 18.51 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

N 62°34'20" W, a distance of 343.00 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

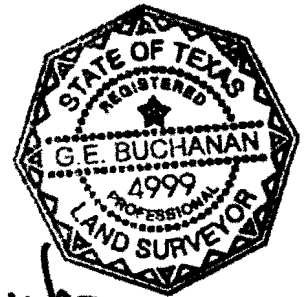
30.459 Acres
Job No. 50703-51
Page 3 of 3

N 48°00'33" W, a distance of 246.27 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

N 62°33'35" W, a distance of 197.66 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

THENCE: N 27°09'33" E, along and with the west line of said called 119.023 acre tract and the east right of way line of said Weiss Lane, a distance of 467.14 feet to the POINT OF BEGINNING and containing 30.459 acres in the City of Pflugerville, Travis County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under Job No. 50703-51 by Pape Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: February 10, 2013
JOB No.: 50703-50
DOC.ID.: H:\AUSTIN SURVEY\CIVIL\50703-51\WORD\Phase 1 Field Notes.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-00



A handwritten signature in black ink, appearing to read "G.E. Buchanan", written over the bottom portion of the professional seal.

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

Date: 5/21/13

Owner's Name and Address: SORENTO HOLDINGS 2012, LLC
3 SAN JOAQUIN SUITE 100
NEW RIVER BEACH, CA 92660


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

SORENTO PHASE 1

The undersigned Owner and the County Executive 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 County Executive of TNR.

Executed and affective as of the date set forth below.

Owner: SORENTO HOLDINGS 2012, LLC

By: 

Name: THOMAS J. RUDDY

Title: President
Authorized Representative

Travis County

By: Carol B. Joseph
County Executive
Travis County Transportation and Natural Resources Department

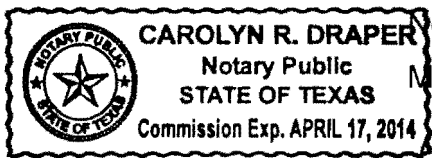
ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 19th day of July, 2013, by Carol B. Joseph of Travis County, Texas, known to me personally or on the basis of an approved form of identification, in the capacity stated.

CK Draper



Notary Public, State of Texas

My Commission Expires:

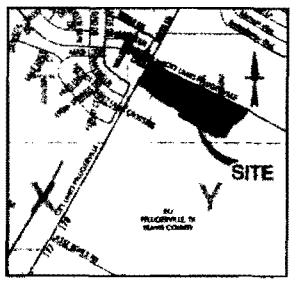
Carolyn R. Draper

(Printed Name of Notary)

After Completing Return To:

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

Attention: Michael Hettenhausen, Planner



LOCATION MAP
PHOTO SCALE
MAPSCO MAP GRID, APR 8

FINAL PLAT
OF
SORENTO PHASE 1

A 30.49 ACRES OR 1,324,000 SQUARE FEET MORE OR LESS TRACT OF LAND BEING A PORTION OF THAT CERTAIN CALLED 119,000 ACRE TRACT OF LAND CONVEYED TO SORRENTO HOLDINGS, L.P. BY DOCUMENT NO. 201244040 OF THE OFFICIAL PUBLIC RECORDS OF HARRIS COUNTY, TEXAS, SITUATED IN THE JOHN C. BRAY SURVEY NO. 10, ABSTRACT NO. 71, TRAVIS COUNTY, TEXAS.

LOT/ACRES SQ.FT.	
BLOCK "A"	
1/0/214	9322 SQ.FT.
2/0/201	8756 SQ.FT.
3/0/201	8756 SQ.FT.
4/0/201	8756 SQ.FT.
5/0/201	8756 SQ.FT.
6/0/201	8756 SQ.FT.
7/0/201	8756 SQ.FT.
8/0/201	8756 SQ.FT.
9/0/201	8756 SQ.FT.
10/0/201	8756 SQ.FT.
11/0/201	8756 SQ.FT.
12/0/201	8756 SQ.FT.
13/0/201	8756 SQ.FT.
14/0/201	8756 SQ.FT.
15/0/201	8756 SQ.FT.
16/0/201	8756 SQ.FT.
17/0/201	8756 SQ.FT.
18/0/202	8000 SQ.FT.
19/0/224	10184 SQ.FT.
71/3.580	155945 SQ.FT.

LOT/ACRES SQ.FT.	
BLOCK "B"	
1/0/180	7841 SQ.FT.
2/0/158	6883 SQ.FT.
3/0/158	6883 SQ.FT.
4/0/158	6883 SQ.FT.
5/0/190	8277 SQ.FT.
6/0/182	7087 SQ.FT.
7/0/158	6883 SQ.FT.
8/0/158	6883 SQ.FT.
9/0/177	7711 SQ.FT.
10/0/185	8056 SQ.FT.
11/0/180	7841 SQ.FT.
12/0/211	9192 SQ.FT.
13/0/166	7231 SQ.FT.
14/0/158	6883 SQ.FT.
15/0/158	6883 SQ.FT.
16/0/158	6883 SQ.FT.
17/0/170	7406 SQ.FT.
18/0/179	7798 SQ.FT.
19/0/158	6883 SQ.FT.
20/0/158	6883 SQ.FT.
21/0/158	6883 SQ.FT.
22/0/180	7841 SQ.FT.
72/1.230	53578 SQ.FT.

LOT/ACRES SQ.FT.	
BLOCK "C"	
1/1.084	48348 SQ.FT.

LOT/ACRES SQ.FT.	
BLOCK "D"	
1/0/214	9322 SQ.FT.
2/0/187	8146 SQ.FT.
3/0/187	8146 SQ.FT.
4/0/187	8146 SQ.FT.
5/0/187	8146 SQ.FT.
6/0/187	8146 SQ.FT.
7/0/187	8146 SQ.FT.
8/0/187	8146 SQ.FT.
9/0/187	8146 SQ.FT.
10/0/187	8146 SQ.FT.
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12/0/187	8146 SQ.FT.
13/0/187	8146 SQ.FT.
14/0/187	8146 SQ.FT.
15/0/187	8146 SQ.FT.
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25/0/187	8146 SQ.FT.
26/0/187	8146 SQ.FT.
27/0/187	8146 SQ.FT.
28/0/187	8146 SQ.FT.
29/0/187	8146 SQ.FT.
30/0/187	8146 SQ.FT.
31/0/187	8146 SQ.FT.
32/0/187	8146 SQ.FT.
33/0/187	8146 SQ.FT.
34/0/214	9322 SQ.FT.

LOT/ACRES SQ.FT.	
BLOCK "E"	
1/0/185	8059 SQ.FT.
2/0/158	6883 SQ.FT.
3/0/158	6883 SQ.FT.
4/0/158	6883 SQ.FT.
5/0/158	6883 SQ.FT.
6/0/158	6883 SQ.FT.
7/0/158	6883 SQ.FT.
8/0/158	6883 SQ.FT.
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11/0/158	6883 SQ.FT.
12/0/158	6883 SQ.FT.
13/0/158	6883 SQ.FT.
14/0/158	6883 SQ.FT.
15/0/185	8059 SQ.FT.
16/0/158	6883 SQ.FT.
17/0/158	6883 SQ.FT.
18/0/158	6883 SQ.FT.
19/0/158	6883 SQ.FT.
20/0/158	6883 SQ.FT.
21/0/158	6883 SQ.FT.
22/0/158	6883 SQ.FT.
23/0/158	6883 SQ.FT.
24/0/158	6883 SQ.FT.
25/0/158	6883 SQ.FT.
26/0/158	6883 SQ.FT.
27/0/158	6883 SQ.FT.
28/0/185	8059 SQ.FT.

LOT/ACRES SQ.FT.	
BLOCK "F"	
1/0/185	8059 SQ.FT.
2/0/158	6883 SQ.FT.
3/0/158	6883 SQ.FT.
4/0/158	6883 SQ.FT.
5/0/158	6883 SQ.FT.
6/0/158	6883 SQ.FT.
7/0/158	6883 SQ.FT.
8/0/158	6883 SQ.FT.
9/0/158	6883 SQ.FT.
10/0/158	6883 SQ.FT.
11/0/158	6883 SQ.FT.
12/0/158	6883 SQ.FT.
13/0/158	6883 SQ.FT.
14/0/185	8059 SQ.FT.

LOT/ACRES SQ.FT.	
BLOCK "G"	
1/0/199	8649 SQ.FT.
2/0/158	6883 SQ.FT.
3/0/158	6883 SQ.FT.
4/0/158	6883 SQ.FT.
5/0/158	6883 SQ.FT.
6/0/158	6883 SQ.FT.

PAPE-DAWSON ENGINEERS
 7000 SHILOH ROAD, SUITE 100, HOUSTON, TEXAS 77057
 PHONE: 281.464.8877 FAX: 281.464.8877
 WWW.PAPE-DAWSON.COM

SUBDIVISION PLAT OF SORENTO PHASE 1

DATE: 07/25/13 11:45 AM

FINAL PLAT OF SORENTO PHASE I

A BEACH ACCESS ON TRAVIS DRIVE... BEING A PORTION OF THE CERTAIN CALLED TRAVIS ACRES TRACT OF LAND...

ACKNOWLEDGMENT STATE OF TEXAS COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED... I HAVE READ THE FOREGOING INSTRUMENT AND KNOW THE CONTENTS THEREOF...

BY: [Signature] Notary Public, State of Texas



CITY CERTIFICATION APPROVED THIS DAY OF... BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PLEASANTON, TEXAS...

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

BY: EMILY FREDERICK, PLANNING CLERK FOR THE CITY OF PLEASANTON, TEXAS

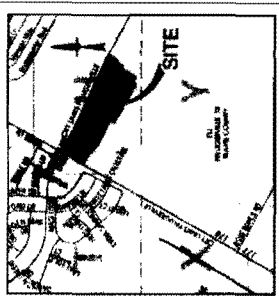
ENGINEER'S CERTIFICATION THE 10-YEAR PLAND PLAT IS COMPAIRED WITHIN THE DRAINAGE BASIN... I, JAMES A. BIRCHETT, JR., AM AUTHORIZED UNDER THE LAWS OF THE STATE...



BY: [Signature] Surveyor's Certification I, L. E. BUCHANAN, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS...



BY: [Signature] Surveyor's Certification I, L. E. BUCHANAN, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS...



LOCATION MAP OF THE SITE

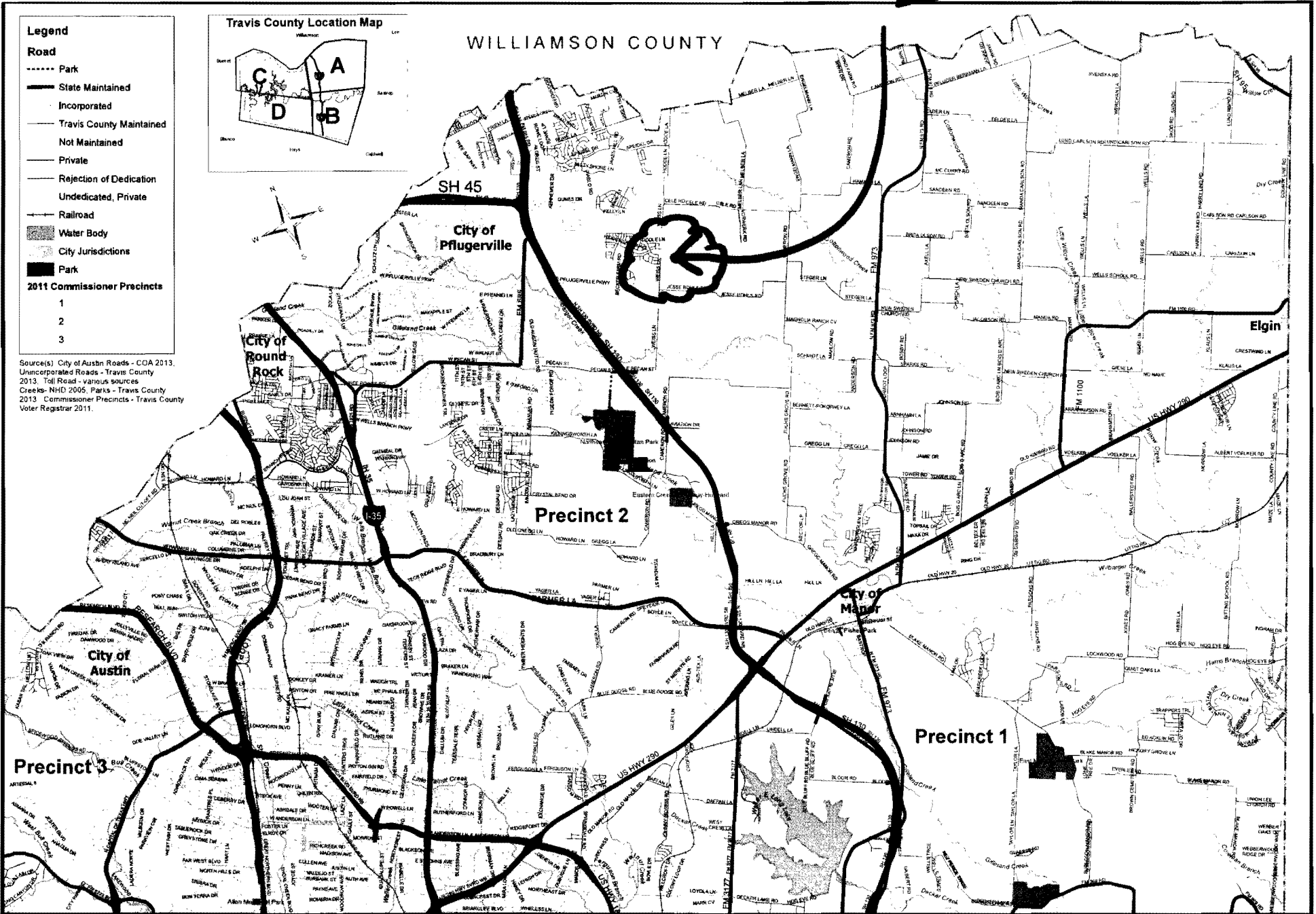
- 1. THE PLAT LIES WITHIN THE CITY OF PLEASANTON, TEXAS... 2. STRUCTURES ON THIS SUBDIVISION SHALL BE LOCATED WITHIN THE BOUNDARIES OF THE SUBDIVISION... 3. ALL UTILITIES IN THIS SUBDIVISION SHALL BE CONSTRUCTED WITHIN THE BOUNDARIES OF THE SUBDIVISION... 4. THE CITY OF PLEASANTON, TEXAS, HAS REVIEWED AND APPROVED THIS PLAT... 5. THE CITY OF PLEASANTON, TEXAS, HAS REVIEWED AND APPROVED THIS PLAT... 6. THE CITY OF PLEASANTON, TEXAS, HAS REVIEWED AND APPROVED THIS PLAT... 7. THE CITY OF PLEASANTON, TEXAS, HAS REVIEWED AND APPROVED THIS PLAT... 8. THE CITY OF PLEASANTON, TEXAS, HAS REVIEWED AND APPROVED THIS PLAT... 9. THE CITY OF PLEASANTON, TEXAS, HAS REVIEWED AND APPROVED THIS PLAT... 10. THE CITY OF PLEASANTON, TEXAS, HAS REVIEWED AND APPROVED THIS PLAT... 11. THE CITY OF PLEASANTON, TEXAS, HAS REVIEWED AND APPROVED THIS PLAT... 12. THE CITY OF PLEASANTON, TEXAS, HAS REVIEWED AND APPROVED THIS PLAT... 13. THE CITY OF PLEASANTON, TEXAS, HAS REVIEWED AND APPROVED THIS PLAT... 14. THE CITY OF PLEASANTON, TEXAS, HAS REVIEWED AND APPROVED THIS PLAT... 15. THE CITY OF PLEASANTON, TEXAS, HAS REVIEWED AND APPROVED THIS PLAT...

PAPE-DAWSON ENGINEERS

1000 WEST 11TH STREET, SUITE 100, PLEASANTON, TEXAS 75075

REGISTERED PROFESSIONAL LAND SURVEYOR No. 109

Site



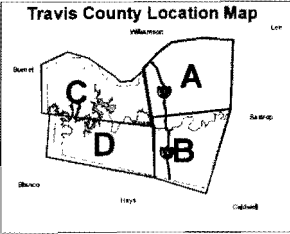
Legend

Road

- Park
- State Maintained
- Incorporated
- Travis County Maintained
- Not Maintained
- Private
- Rejection of Dedication
- Undedicated, Private
- Railroad
- Water Body
- City Jurisdictions
- Park

2011 Commissioner Precincts

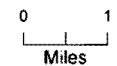
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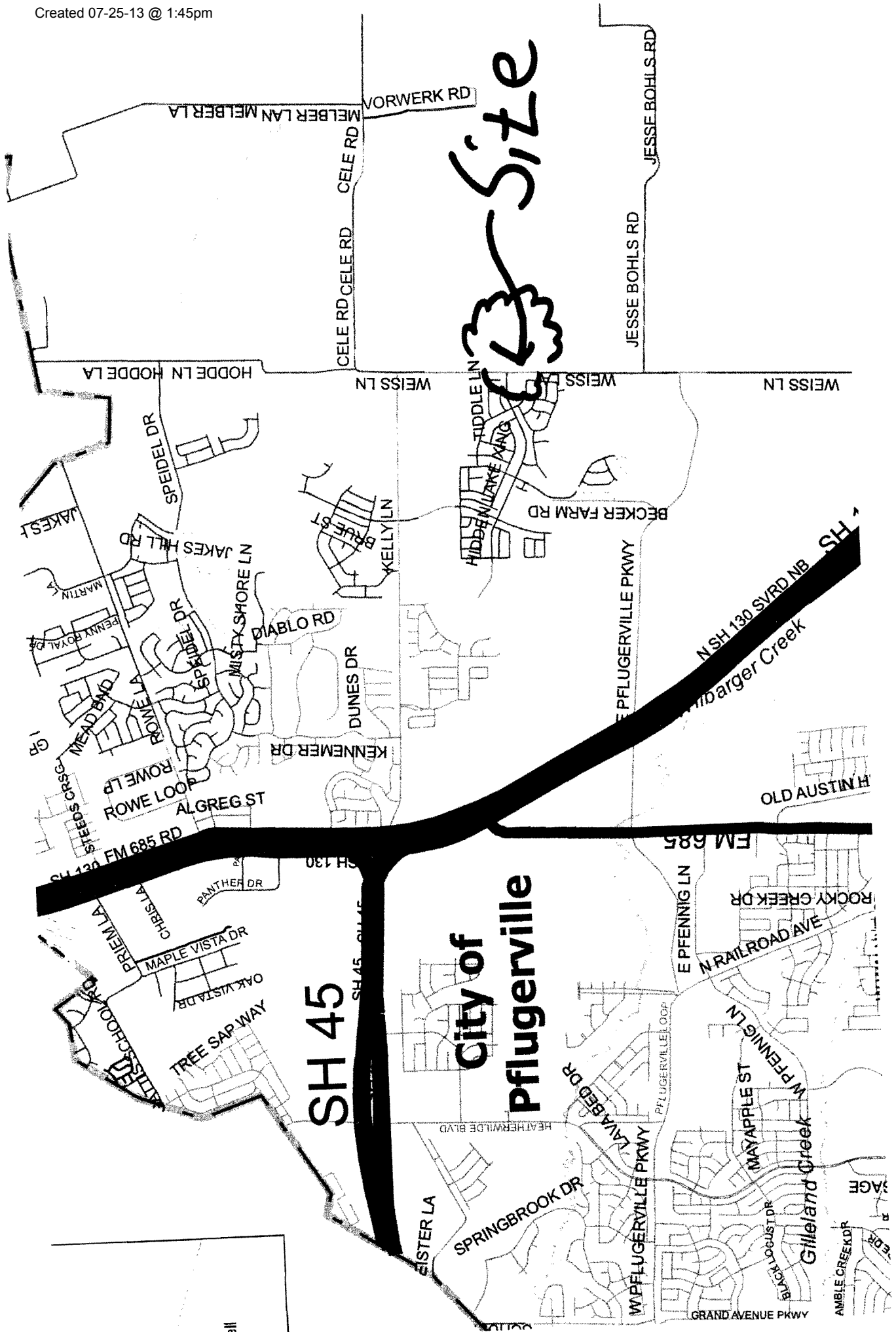
Source(s) City of Austin Roads - COA 2013.
 Unincorporated Roads - Travis County
 2013. Toll Road - various sources
 Creeks - NHD 2006, Paris - Travis County
 2013. Commissioner Precincts - Travis County
 Voter Registrar 2011.

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 approximate relative location of property boundaries. Travis County has produced this product for reference purposes only and offers no warranties for the product's accuracy or completeness.

Travis County Roadways, Map A



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



City of Pflugerville

Site

SH 45

NSH 130 SV RD NB SH 130

Gilleland Creek

Amberger Creek

GRAND AVENUE PKWY

W PFLUGERVILLE PKWY

E PFLUGERVILLE PKWY

W PENNING LN

E PENNING LN

N RAILROAD AVE

ROCKY CREEK DR

OLD AUSTIN HWY

SPRINGBROOK DR

LANA BED DR

PFLUGERVILLE OOP

WISTER LA

HEATHERWILDE BLVD

TREE SAP WAY

OAK VISTA DR

MAPLE VISTA DR

PANTHER DR

CHRISTINA

PREMILLA

EM 685 RD

ROWE LP

ROWE LA

MEAD BND

STEEPS CREEK GR

MARTIN LA

JAKES ST

JAKES HILL RD

SPIDEI DR

SPIDEI DR

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Travis County Commissioners Court Agenda Request

Meeting Date: July 30, 2013

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

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

Carol B. Joseph for
Department Head: Steven M. Manilla, P.E., County Executive-TNR

Sponsoring Court Member: Commissioner Davis, Precinct One

AGENDA LANGUAGE: Consider and take appropriate action on the use of an Alternative Fiscal Agreement for Sorento, Phase 2 - Precinct One.

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 which 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 the 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 and Long Range Planning authorizes the issuance of a Basic Development Permit for construction of streets and drainage facilities.

Plat Status

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

Restoration/Erosion Control Fiscal

The fiscal for the subdivision restoration and improvements has been posted with Travis County using a letter of credit in the amount of \$331,756.50.

Access to Publicly Maintained Road

Sorento, Phase 2 takes access from Weiss Lane, a street maintained by Travis County.

Waste Water Service

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

Construction Plans and Engineer's Estimate of Construction Cost Approved

All comments by Travis County staff have been addressed and the reviewer is prepared to sign the cover sheets of the plans and issue the permit that was applied for through application #2375. The estimated cost of the improvements is \$2,069,770.60. This amount includes all costs related to the construction of all streets and drainage facilities (including temporary erosion controls and all structures contributing to the total detention).

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

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

ATTACHMENTS/EXHIBITS:

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

REQUIRED AUTHORIZATIONS:

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

CC:

SM:AB:ps

1101 - Development Services Long Range Planning - Sorento, Phase 2

§EXHIBIT 82.401 (D)

(d) Alternative Fiscal Policy Request and Acknowledgement

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 the Travis County's Transportation and Natural Resources Department ("TNR") hold the proposed plat of the 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 Subdivision (the "Standards") to the satisfaction of the Executive Manager 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 Development Permit. The owner will be required to post fiscal for boundary street 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 Improvements to secure the performance of the construction of the Improvements for one year from the date of the approval of the plat and the acceptance of the construction by the County.

Executed this 11 day of JULY 2013

OWNER: SORENTO HOLDINGS 2012 LLC

By: [Signature]

Name: DAVID NAIRNE

Title: VICE PRESIDENT
Authorized Representative

TRAVIS COUNTY, TEXAS By: _____
County Judge

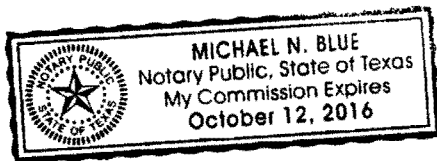
ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me by David Nairne on the 11th day of July, 2013, in the capacity stated herein.

[Signature]
Notary Public in and for
the State of Texas

Michael Blue
Printed or typed name of notary



My commission
expires: 10/12/16

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

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

Notary Public in and for
the State of Texas

Printed or typed name
of notary
My commission
expires:_____

Mailing Address of Owner:



LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

FIELD NOTES

FOR

A 25.967 acre, or 1,131,108 square feet more or less, tract of land out of a called 119.023 acre tract recorded in Document No. 2012164042, of the Official Public Records of Travis County, Texas and out of a called 237.56 acre tract of land recorded in Document No. 2012164042 of the Official Public Records of Travis County, Texas, out of the John C. Bray, Survey No. 10, Abstract 73, in the City of Pflugerville, Travis, County, Texas. Said 25.967 acre tract being more fully described as follows, with the bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the Central Zone:

BEGINNING: From a found ½" iron rod, a southwest corner of said called 119.023 acre tract, a point in the east right of way line of said Weiss Lane, a variable width right-of-way and the northwest corner of a called 2.00 acre tract recorded in Document No. 2000087383 of the Official Public Records of Travis County, Texas,

THENCE: N 27°09'33" E, along and with the west line of said called 119.023 acre tract and the east right of way line of said Weiss Lane, a distance of 366.72 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", a point in the west line of said called 119.023 acre tract and the east right of way line of said Weiss Lane;

THENCE: Departing the west line of said called 119.023 acre tract and the east right of way line of said called Weiss Lane, over and across said called 119.023 acre tract the following calls and distances;

S 62°33'35" E, a distance of 197.66 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

S 48°00'33" E, a distance of 246.27 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

S 62°34'20" E, a distance of 343.00 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

N 27°25'40" E, a distance of 18.51 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

25.967 Acres
Job No. 50703-52
Page 2 of 5

S 62°34'20" E, a distance of 250.00 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

S 27°25'40" W, a distance of 90.00 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

S 62°34'20" E, a distance of 114.67 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

S 27°25'40" W, a distance of 425.00 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

S 62°34'20" E, a distance of 7.50 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

THENCE: S 27°25'40" W, at a distance of 329.01 feet passing the south line of said called 119.023 acre tract and the north line of the aforementioned 237.56 acre tract for a total distance of 350.00 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

THENCE: Continuing over and across said called 237.56 acre tract the following calls and distances;

N 62°34'20" W, a distance of 27.55 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

S 27°25'40" W, a distance of 125.00 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

S 10°02'52" W, a distance of 105.89 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

Southwesterly, along a non-tangent curve to the left, having a radial bearing of S 15°36'54" W, a radius of 50.00 feet, a central angle of 91°28'28", a chord bearing and distance of S 59°52'40" W, 71.61 feet, an arc length of 79.83 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

N 75°51'34" W, a distance of 116.27 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

25.967 Acres
Job No. 50703-52
Page 3 of 5

N 78°09'58" W, a distance of 125.01 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

N 78°49'49" W, a distance of 60.00 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

Northeasterly, along a non-tangent curve to the right, having a radial bearing of S 78°49'49" E, a radius of 1190.00 feet, a central angle of 03°20'14", a chord bearing and distance of N 12°50'18" E, 69.30 feet, an arc length of 69.31 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

N 74°46'54" W, a distance of 27.12 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

Northwesterly, along a curve to the left, said curve having radius of 540.00 feet, a central angle of 14°15'49", a chord bearing and distance of N 81°54'48" W, 134.08 feet, an arc length of 134.43 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

N 89°02'43" W, a distance of 48.49 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

Northwesterly, along a non-tangent curve to the right, having a radial bearing of N 43°52'36" W, a radius of 85.00 feet, a central angle of 108°33'33", a chord bearing and distance of N 79°35'49" W, 138.02 feet, an arc length of 161.05 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

Northwesterly, along a reverse curve to the left, said curve having radius of 57.00 feet, a central angle of 15°41'56", a chord bearing and distance of N 33°10'01" W, 15.57 feet, an arc length of 15.62 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

N 82°12'50" W, a distance of 118.94 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

N 74°46'54" W, a distance of 88.44 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

N 69°14'09" W, a distance of 59.34 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

25.967 Acres
Job No. 50703-52
Page 4 of 5

S 80°09'02" W, a distance of 67.05 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

S 46°26'16" W, a distance of 88.82 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

S 09°03'08" W, a distance of 96.70 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

S 06°34'16" W, a distance of 70.00 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

N 84°28'14" W, a distance of 25.00 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

Northeasterly, along a non-tangent curve to the right, having a radial bearing of S 84°28'14" E, a radius of 1950.00 feet, a central angle of 09°49'23", a chord bearing and distance of N 10°26'27" E, 333.91 feet, an arc length of 334.32 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

N 62°25'21" W, a distance of 9.10 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

Southwesterly, along a non-tangent curve to the left, said curve having a radial bearing of S 22°29'36" W, a radius of 25.17 feet, a central angle of 84°54'23", a chord bearing and distance of S 70°02'25" W, 33.98 feet, an arc length of 37.30 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

N 62°25'34" W, a distance of 28.83 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", a point in the west line of said called 119.023 acre tract and a point in the east right of way line of said Weiss Lane;

THENCE: N 27°34'39" E, along and with the west line of said called 237.56 acre tract and the east line of said Weiss Lane, a distance of 484.64 feet to a found ½" iron rod, a northwest corner of said called 237.56 acre tract, a point in the east right of way line of said Weiss Lane and the southwest corner of a called 2.0 acre tract recorded in Volume 13357, Page 889 of the Real Property Records of Travis County, Texas;

THENCE: S 62°35'23" E, at a distance of 335.27 feet passing a found ½" iron rod, the southeast corner of said called 2.00 acre tract and the southwest corner of a

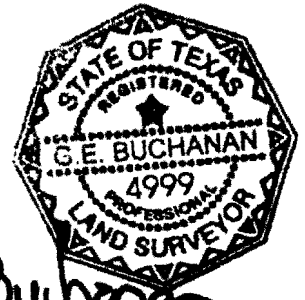
25.967 Acres
Job No. 50703-52
Page 5 of 5

called 3.0 acre tract recorded in Document No. 1999148172 of the Official Public Records of Travis County, Texas, continuing along and with the north line of said called 237.56 acre tract and the south line of said called 3.0 acre tract for a total distance of a distance of 586.71 feet to a found ½" iron rod, a point in the north line of said called 237.56 acre tract, the southeast corner of said called 3.0 acre tract and a south corner of the aforementioned 119.023 acre tract;

THENCE: N 27°19'31" E, departing the north line of said called 237.56 acre tract, along and with an east line of said called 119.023 acre tract and the west line of said called 3.0 acre tract, a distance of 520.15 feet to a found ½" iron rod, a southwest corner of said called 119.023 acre tract and the northeast corner of said called 3.0 acre tract;

THENCE: N 62°33'53" W, along the north line of said called 3.0 acre tract, at a distance of 251.16 feet passing the northwest corner of said called 3.0 acre tract and the northeast corner of the aforementioned called 2.0 acre tract recorded in Document No. 20000087383, continuing along and with a south line of said called 119.023 acre tract and the north line of said called 2.0 acre tract for a total distance of 585.62 feet to the POINT OF BEGINNING and containing 25.967 acres in the City of Pflugerville, Travis County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under Job No. 50703-52 by Pape Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: February 10, 2013
JOB No.: 50703-52
DOC.ID.: H:\AUSTIN SURVEY\CIVIL\50703-52\WORD\Phase 2 Field Notes.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-00



A handwritten signature in black ink, appearing to read "G.E. Buchanan", written over the bottom portion of the seal.

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

Date: 5/21/13

Owner's Name and Address: SCREENO HOLDINGS 2012, LLC
3 SAN JOAQUIN, SUITE 100
NEW PORT BEACH, CA 92660


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

SCREENO PHASE 2

The undersigned Owner and the County Executive 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 County Executive of TNR.

Executed and affective as of the date set forth below.

Owner: SCREENO HOLDINGS 2012, LLC

By: 

Name: THOMAS J. KELLY

Title: President

Authorized Representative

Travis County

By: Carol B. Joseph
County Executive
Travis County Transportation and Natural Resources Department

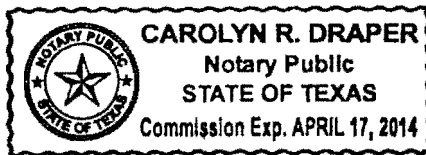
ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 19th day of July, 2013, by Carol B. Joseph of Travis County, Texas, known to me personally or on the basis of an approved form of identification, in the capacity stated.

CK Draper



Notary Public, State of Texas

My Commission Expires:

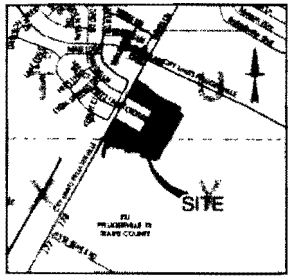
Carolyn R. Draper

(Printed Name of Notary)

After Completing Return To:

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

Attention: Michael Hettenhausen, Planner



LOCATION MAP
 NOT TO SCALE
 MAPS/CAD MAP CREY, AIA, P.E.

FINAL PLAT
 OF
SORENTO PHASE 2

A 25.967 ACRES, OR 1,121,108 SQUARE FEET, MORE OR LESS TRACT OF LAND BEING A PORTION OF THAT CERTAIN CALLED 119,023 ACRE TRACT OF LAND AND IS CALLED 20154 ACRES TRACT OF LAND CONVEYED TO SOMPTIC HOLDINGS 2012 LLC IN DOCUMENT NO. 2012148682 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS SITUATED IN THE JOHN C. BRAT SURVEY NO. 10 ABSTRACT NO. 73, TRAVIS COUNTY, TEXAS.

**TRAVIS COUNTY CONSUMER PROTECTION
 NOTICE FOR HOMEBUYERS**

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

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

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

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

**PAPE-DAWSON
 ENGINEERS**

THE ENGINEER HAS REVIEWED THIS PLAT AND APPROVES IT FOR RECORDATION AND CONVEYANCE TO THE PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

FINAL PLAT OF SORENTO PHASE 2

A 25.47 ACRES OR 1,711,086 SQUARE FEET MORE OR LESS TRACT OF LAND... BEING THE ENTIRE TRACT OF LAND CONTAINED IN CERTAIN RECORDS...

AGENCIAS/AGENCY STATE OF TEXAS COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED... THE SIGNATURE INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED...

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 11th DAY OF May 2013 NOTARY PUBLIC STATE OF TEXAS



CITY CLERK/TOWN APPROVED THIS DAY OF 2013 BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PELLERVILLE, TEXAS, ON BEHALF OF

BY TRAVIS ANNEER, CHAIRMAN

THIS PLAT REFLECTS THE APPROVAL GRANTED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PELLERVILLE, TEXAS.

BY DALEY PARRISON, PLANNING COMMISSIONER

ATTORNEY KAREN THOMPSON, CITY SECRETARY

ENGINEER CERTIFICATION

I, LOANA DEBRAUWVORE, CLERK OF THE COUNTY COURT OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE PLAT HAS BEEN FILED FOR RECORD IN MY OFFICE...

I, LOANA DEBRAUWVORE, CLERK OF THE COUNTY COURT OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE PLAT HAS BEEN FILED FOR RECORD IN MY OFFICE...

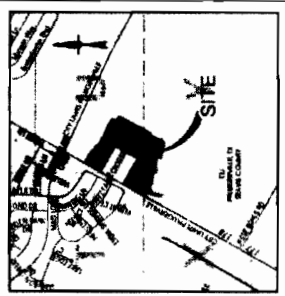
LOANA DEBRAUWVORE, CLERK OF THE COUNTY COURT OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE PLAT HAS BEEN FILED FOR RECORD IN MY OFFICE...

LOANA DEBRAUWVORE, CLERK OF THE COUNTY COURT OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE PLAT HAS BEEN FILED FOR RECORD IN MY OFFICE...

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LOANA DEBRAUWVORE, CLERK OF THE COUNTY COURT OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE PLAT HAS BEEN FILED FOR RECORD IN MY OFFICE...



LOCATION MAP NOT TO SCALE

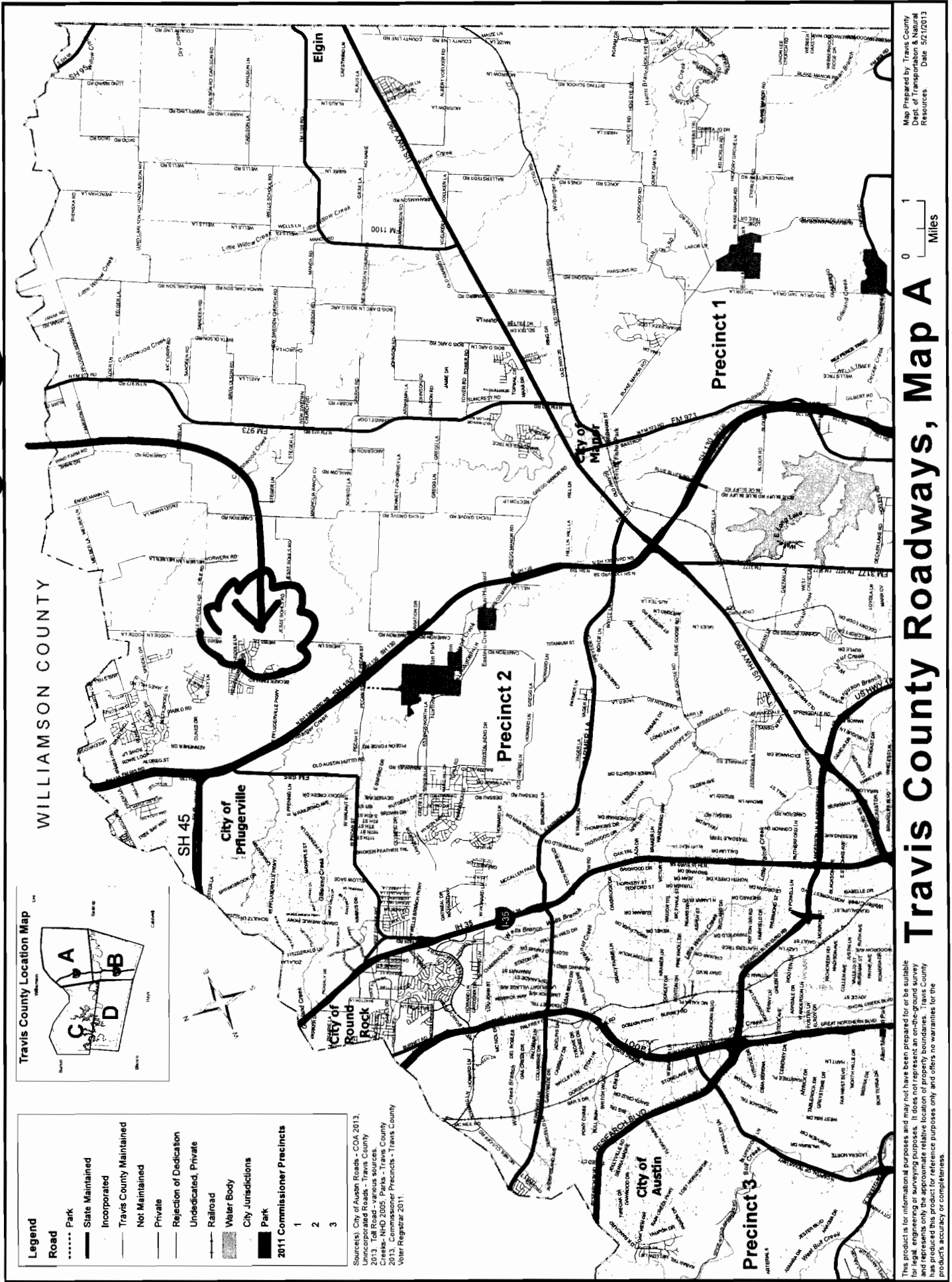
NOTES

- 1. THIS PLAT LIES WITHIN THE CITY OF PELLERVILLE, TEXAS.
2. NO STRUCTURE IN THIS SUBDIVISION SHALL BE CONSTRUCTED UNTIL...
3. ALL UTILITIES SHALL BE CONSTRUCTED PRIOR TO THE CONSTRUCTION OF THE BUILDINGS...
4. A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY...
5. THE SUBDIVISION SHALL BE CONSTRUCTED IN ACCORDANCE WITH...
6. WATER AND WASTE WATER SERVICES WILL BE PROVIDED BY THE CITY OF PELLERVILLE...
7. THE SUBDIVISION SHALL BE CONSTRUCTED IN ACCORDANCE WITH...
8. WATER AND WASTE WATER SERVICES WILL BE PROVIDED BY THE CITY OF PELLERVILLE...
9. THE SUBDIVISION SHALL BE CONSTRUCTED IN ACCORDANCE WITH...
10. THE SUBDIVISION SHALL BE CONSTRUCTED IN ACCORDANCE WITH...
11. THE SUBDIVISION SHALL BE CONSTRUCTED IN ACCORDANCE WITH...
12. THE SUBDIVISION SHALL BE CONSTRUCTED IN ACCORDANCE WITH...
13. THE SUBDIVISION SHALL BE CONSTRUCTED IN ACCORDANCE WITH...
14. THE SUBDIVISION SHALL BE CONSTRUCTED IN ACCORDANCE WITH...

LOANA DEBRAUWVORE, CLERK OF THE COUNTY COURT OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE PLAT HAS BEEN FILED FOR RECORD IN MY OFFICE...



Site



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

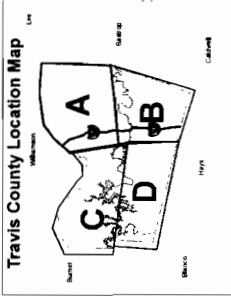
0 1 Miles

Travis County Roadways, Map A

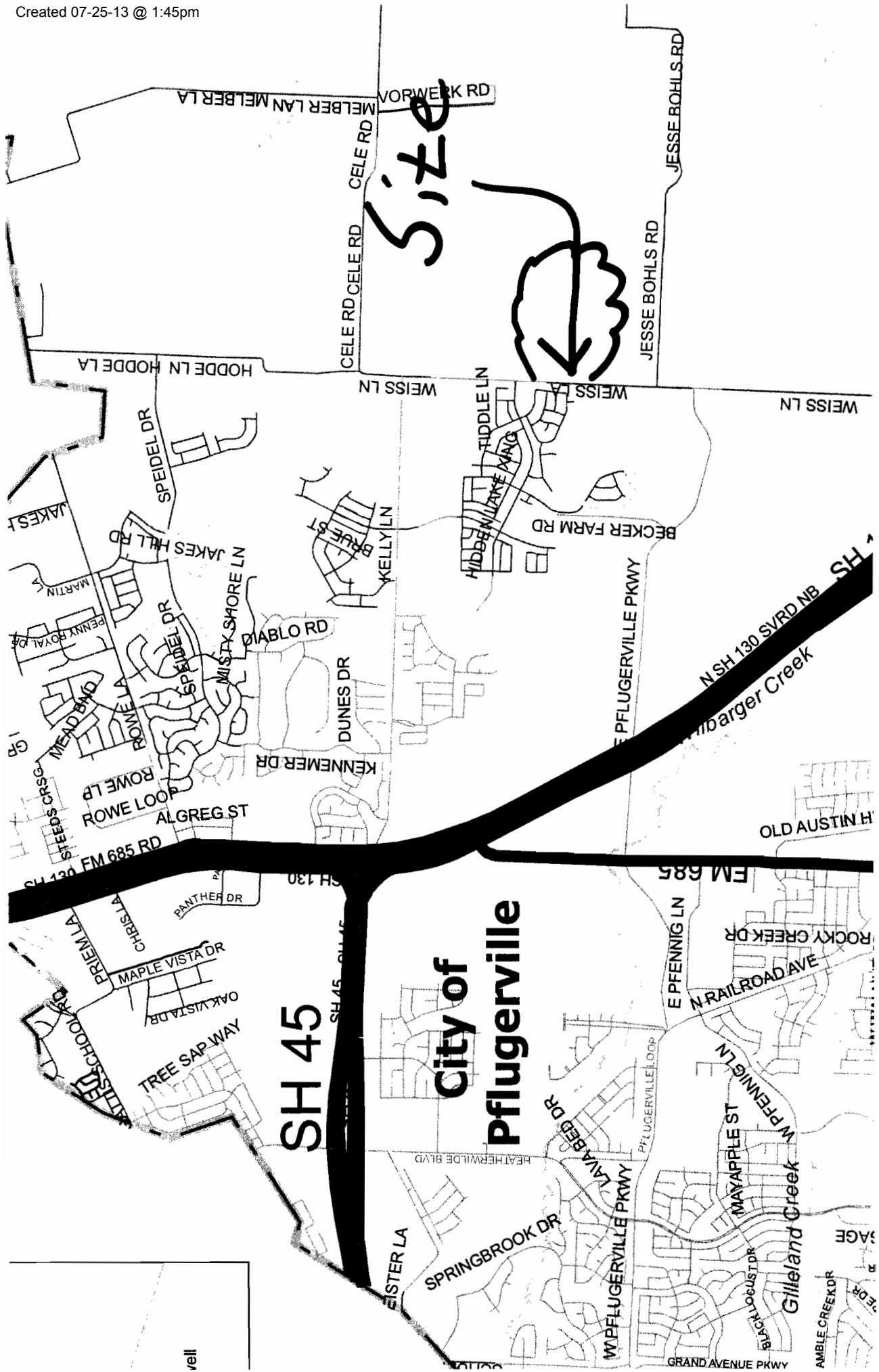
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering or surveying purposes. It does not represent an on-the-ground survey or other professional service. The County has prepared this product for reference purposes only and offers no warranties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

Legend

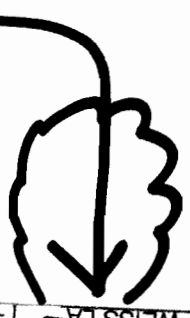
- Road
 - Park
 - State Maintained
 - Incorporated
 - Travis County Maintained
 - Not Maintained
 - Private
 - Rejection of Dedication
 - Undedicated, Private
 - Railroad
 - Water Body
 - City Jurisdictions
 - Park
- 2011 Commissioner Precincts**
 - 1
 - 2
 - 3



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.



Site



City of
Pflugerville

SH 45

vell



Item 6

Travis County Commissioners Court Agenda Request

Meeting Date: July 30, 2013

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

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

Carol B. Joseph
Department Head: Steven M. Manflla, P.E., County Executive-TNR

Sponsoring Court Member: Commissioner Davis, Precinct One

AGENDA LANGUAGE: Consider and take appropriate action on the use of an Alternative Fiscal Agreement for Villages of Hidden Lake, Phase 6B-3 - Precinct One.

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 which 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 the 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 and Long Range Planning authorizes the issuance of a Basic Development Permit for construction of streets and drainage facilities.

Plat Status

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

Restoration/Erosion Control Fiscal

The fiscal for the subdivision restoration and improvements has been posted with Travis County using as a bond in the amount of \$242,817.00.

Access to Publicly Maintained Road

Villages of Hidden Lake, Phase 6B-3 takes access from Hidden Lake Crossing, a street maintained by Travis County.

Waste Water Service

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

Construction Plans and Engineer's Estimate of Construction Cost Approved

All comments by Travis County staff have been addressed and the reviewer is prepared to sign the cover sheets of the plans and issue permit #13-1590. The estimated cost of the improvements is \$790,321.00. This amount includes all costs related to the construction of all streets and drainage facilities (including temporary erosion controls and all structures contributing to the total detention).

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

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

ATTACHMENTS/EXHIBITS:

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

REQUIRED AUTHORIZATIONS:

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

CC:

SM:AB:ps

1101 - Development Services Long Range Planning - Villages of Hidden Lake, Phase 6B-3

§ 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

Executed this 6th day of June, 2013.

OWNER: Buffington VoHL 5A 6A 6B, Ltd. Address: 3600 N. Capital of Tx Hwy,

By: [Signature] Bldg. B, Ste 170, Austin, TX 78746

Name: James Dorney Phone: 512-579-4800

Title: President Fax: 512-579-4801
Authorized Representative

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 6th day of June, 2013, by James Dorney in the capacity stated herein.

[Signature]
Notary Public in and for the State of Texas

CODY STEVEN THOMAS
Printed or typed name of notary

My Commission Expires: 7/7/15



TRAVIS COUNTY, TEXAS:

By: _____
County Judge

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

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

Notary Public in and for the State of Texas

My commission expires: _____

Printed or typed name of notary

14.88 Acre Tract
Page 1 of 3

EXHIBIT "A"

DESCRIPTION

FOR A 14.88 ACRE TRACT OF LAND SITUATED IN THE GEORGE M. MARTIN SURVEY NO. 9, ABSTRACT NO. 529, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 29.69 ACRE TRACT AS DESCRIBED IN A DEED TO BUFFINGTON VOHL 5A, 6A, 6B, LTD., A TEXAS LIMITED PARTNERSHIP AND RECORDED IN DOCUMENT NO. 2008178332 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, SAID 14.88 ACRE TRACT, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod with "Baker-Aicklen" cap set on the northwest line of said 29.69 acre tract, same being the southeast right-of-way line of Hidden Lake Drive (90' right-of-way width) according to the Plat of The Villages of Hidden Lake, Phase 4A and recorded in Document No. 200600148 of the Official Public Records of said County, for the west corner and **POINT OF BEGINNING** hereof;

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

- 1) with the arc of a curve to the **right**, having a radius of **2355.00** feet, an arc length of **230.19** feet, a central angle of **05° 36' 02"** and a chord which bears, **N 49° 06' 28" E** for a distance of **230.10** feet to an iron rod with "Pate" cap found for a point of tangency hereof, and
- 2) **N 51° 53' 42" E** for a distance of **335.52** feet to an iron rod with "Pate" cap found for a point of curvature hereof;

THENCE with the northeast line of said 29.69 acre tract, same being the curving intersection of said Hidden Lake Drive and the southwest right-of-way line of Hidden Lake Crossing (70' right-of-way width) according to the Plat of The Villages of Hidden Lake, Phase 2A and recorded in Document No. 200400108 of the Official Public Records of said County, with the arc of a curve to the **right**, having a radius of **25.00** feet, an arc length of **39.38** feet, a central angle of **90° 14' 41"** and a chord which bears, **S 82° 58' 56" E** for a distance of **35.43** feet to an "X" in concrete found for a point of tangency hereof;

THENCE with the northeast line of said 29.69 acre tract, same being the southwest right-of-way line of said Hidden Lake Crossing, **S 38° 03' 08" E** for a distance of **799.23** feet to a Mag nail found on the north corner of The Villages of Hidden Lake, Phase 6B-1, a subdivision recorded in Document No. 201200022 of the Official Public Records of said County, for the most northerly east corner hereof;

14.88 Acre Tract
Page 2 of 3

THENCE through the interior of said 29.69 acre tract, with the northwest line and the southwest line of said The Villages of Hidden Lake, Phase 6B-1, the following seven (7) courses and distances:

- 1) **S 51° 54' 37" W** for a distance of **295.19** feet to an iron rod with cap marked "Pate" found for an angle point hereof,
- 2) **S 57° 03' 22" W** for a distance of **70.34** feet to an iron rod with cap marked "Pate" found for the west corner of said The Villages of Hidden Lake, Phase 6B-1, for an angle point hereof,
- 3) **S 38° 06' 20" E** for a distance of **142.73** feet to a ½" iron rod with "Baker-Aicklen" cap set for an angle point hereof,
- 4) **S 51° 54' 32" W** for a distance of **8.65** feet to a ½" iron rod with "Baker-Aicklen" cap set for a point of curvature hereof,
- 5) with the arc of a curve to the **right**, having a radius of **375.00** feet, an arc length of **24.21** feet, a central angle of **03° 41' 57"** and a chord which bears, **S 53° 45' 30" W** for a distance of **24.21** feet to an iron rod with cap marked "Pate" found for a point of non-tangency hereof,
- 6) **S 34° 24' 27" E** for a distance of **50.00** feet to a ½" iron rod with "Baker-Aicklen" cap set for an angle point hereof, and
- 7) **S 32° 46' 50" E** for a distance of **151.38** feet to an iron rod with cap marked "Pate" found on the southeast line of said 29.69 acre tract, same being on the northwest right-of-way line of Silent Harbor Loop (60' right-of-way width) according to the Plat of The Villages of Hidden Lake, Phase 2B recorded in Document No. 200400109 of the Official Public Records of said County, for a non-tangent point of curvature hereof;

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

- 1) with the arc of a curve to the **right**, having a radius of **1170.00** feet, an arc length of **170.75** feet, a central angle of **08° 21' 42"** and a chord which bears, **S 57° 04' 23" W** for a distance of **170.60** feet to a ½" iron rod with "Baker-Aicklen" cap set for a point of tangency hereof, and

14.88 Acre Tract
Page 3 of 3

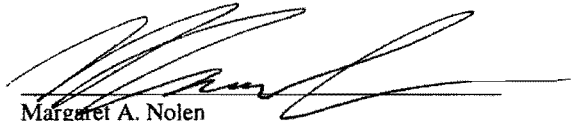
- 2) **S 61° 15' 26" W** for a distance of **111.47** feet to a ½" iron rod with "Baker-Aicklen" cap set on the southeast line of said 29.69 acre tract, same being the northwest right-of-way line of said Silent Harbor Loop, for the south corner hereof;

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

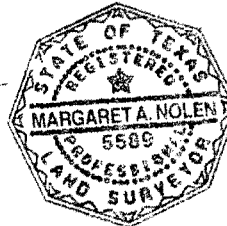
- 1) **N 77° 45' 51" W** for a distance of **49.28** feet to a ½" iron rod with "Baker-Aicklen" cap set for an angle point hereof,
- 2) **N 32° 45' 51" W** for a distance of **958.00** feet to a ½" iron rod with "Baker-Aicklen" cap set for an angle point hereof, and
- 3) **N 16° 58' 43" W** for a distance of **132.93** feet to the **POINT OF BEGINNING** hereof and containing 14.88 acres of land.

Bearing basis is grid north for the Texas Central Zone (4203) NAD 83/93 HARN.

Surveyed under the direct supervision of the undersigned during June, 2012:



Margaret A. Nolen
Registered Professional Land Surveyor No. 5589
BAKER-AICKLEN & ASSOCIATES, INC.
507 West Liberty Avenue
Round Rock, TX 78664
(512) 244-9620



Job No.: 2143-2-005-22
Filename: W:\PROJECTS\VILLAGES OF HIDDEN LAKES\DESCRIPTIONS\PHASE 6B-3.doc

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

Date: 6-5-13

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

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

Villages of Hidden Lake Phase 6B-3 Final Plat

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

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 6th day of June, 2013, by James Dorney of Travis County, Texas known to me personally or on the basis of an approved form of identification, in the capacity stated.

Notary Public, State of Texas

[Signature]

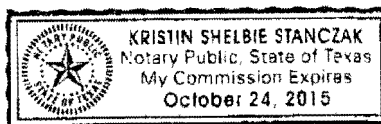


EXHIBIT 82.201(C)
EXTENSION OF SIXTY DAY PERIOD – PAGE 2 OF 2

Travis County

By: _____
County Executive
Travis County Transportation and Natural Resources Department

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on the _____ day of _____,
20__ 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.

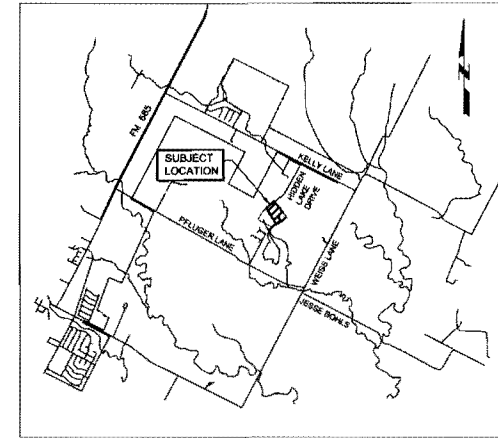
Notary Public, State of Texas

(Printed Name of Notary)

My Commission Expires:

FINAL PLAT OF
THE VILLAGES OF HIDDEN LAKE
PHASE 6B-3
14.88 ACRES OUT OF GEORGE M. MARTIN
SURVEY NO. 9, ABSTRACT NO. 529,
TRAVIS COUNTY, TEXAS

LOCATOR MAP



**TRAVIS COUNTY CONSUMER PROTECTION
NOTICE FOR HOMEBUYERS**

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

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

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

THIS CAN AFFECT THE VALUE OF YOUR PROPERTY.

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

SHEET 1 OF 4
PROJECT NO. 2143-2-005-22

BAKER-AICKLEN & ASSOCIATES, INC.
507 WEST LIBERTY AVE.
ROUND ROCK, TEXAS 78664
(512) 244-9620
ENGINEERING FIRM # F-46
SURVEY FIRM # 100231-C
ROUND ROCK TEXAS #1787

FINAL PLAT OF
THE VILLAGES OF HIDDEN LAKE
PHASE 6B-3
 14.88 ACRES OUT OF GEORGE M. MARTIN
 SURVEY NO. 9, ABSTRACT NO. 529,
 TRAVIS COUNTY, TEXAS

CURVE TABLE					
CURVE NO.	RADIUS	ARC LENGTH	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C1	35.00	55.00	090°02'21"	N77°47'01"W	49.51'
C2	5.00	5.24	060°00'00"	N02°49'51"W	5.00'
C3	15.00	15.71	060°00'00"	N02°45'51"W	15.00'
C4	15.00	15.71	060°00'00"	N02°45'51"W	15.00'
C5	5.00	5.24	060°00'00"	N02°49'51"W	5.00'
C6	15.00	23.51	086°48'13"	N12°09'48"E	21.18'
C7	38.00	56.00	090°02'06"	S83°04'11"E	49.51'
C8	38.00	51.73	094°40'37"	N09°34'28"E	47.15'
C9	15.00	23.50	089°57'45"	S06°55'44"W	21.21'
C10	775.00	61.21	004°3'13"	S54°47'37"W	81.18'
C11	775.00	8.40	000°37'18"	S52°13'15"W	8.40'
C12	15.00	23.61	060°10'47"	N77°51'14"W	21.25'
C13	1170.00	1.46	000°04'18"	S81°13'05"W	1.46'
C14	1170.00	68.20	003°23'20"	S59°28'16"W	69.19'
C15	1170.00	50.01	002°28'58"	S56°34'08"W	50.00'
C16	1170.00	50.00	002°27'08"	S54°07'06"W	50.00'
C17	375.00	24.21	003°41'57"	S53°45'30"W	24.21'
C18	25.00	21.17	048°31'34"	S82°07'23"E	20.85'
C19	25.00	18.20	041°43'06"	N72°45'17"E	17.80'
C20	2355.00	24.74	000°36'07"	N51°38'25"E	24.74'

CURVE TABLE					
CURVE NO.	RADIUS	ARC LENGTH	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C21	2355.00	50.01	001°13'00"	N50°41'53"E	50.01'
C22	2355.00	108.00	002°3'30"	N40°46'32"E	107.89'
C23	2355.00	47.45	001°06'10"	N40°53'05"E	47.44'
C24	25.00	39.25	089°57'45"	S09°55'44"W	35.34'
C25	15.00	23.57	090°02'15"	N83°04'18"W	21.22'
C26	85.00	25.67	017°18'08"	N48°42'11"W	25.67'
C27	85.00	40.38	027°13'05"	N68°57'48"W	40.00'
C28	85.00	40.38	027°13'05"	S83°14'09"W	40.00'
C29	85.00	27.14	018°17'31"	S81°03'42"W	27.03'
C30	85.00	0.58	000°23'24"	S51°43'04"W	0.58'
C31	85.00	40.38	027°13'01"	S37°54'51"W	40.00'
C32	85.00	40.38	027°13'03"	S10°41'49"W	40.00'
C33	85.00	40.38	027°13'04"	S18°31'14"E	40.00'
C34	85.00	3.91	002°38'05"	S31°28'53"E	3.91'
C35	25.00	18.28	041°54'08"	S00°31'30"E	17.88'
C36	25.00	2.74	008°17'18"	S29°31'12"E	2.74'
C37	825.00	40.07	002°48'58"	N53°39'53"E	40.07'
C38	825.00	34.03	002°21'47"	N53°05'30"E	34.02'
C39	80.00	36.89	044°33'44"	S08°51'20"E	37.92'
C40	30.00	41.15	047°09'23"	S52°42'53"E	40.00'


CURVE TABLE					
CURVE NO.	RADIUS	ARC LENGTH	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C41	50.00	57.82	065°54'41"	N70°45'04"E	54.40'
C42	50.00	25.19	028°52'14"	N23°21'37"E	24.93'
C43	25.00	21.06	048°16'18"	N33°03'39"E	20.45'
C44	425.00	11.80	001°35'28"	N56°24'05"E	11.80'
C45	25.00	39.29	090°02'14"	S83°04'18"E	35.37'
C46	375.00	10.40	001°35'20"	N68°24'09"E	10.40'
C47	775.00	69.61	005°08'45"	S54°29'07"W	69.58'
C48	2355.00	230.19	005°30'02"	N49°06'28"E	230.10'
C49	25.00	39.38	060°14'41"	S62°56'56"E	35.43'
C50	1170.00	170.75	008°21'42"	S57°04'23"W	170.60'
C51	50.00	182.75	188°30'02"	S71°49'28"E	99.84'
C52	85.00	125.62	064°40'37"	N09°34'28"E	114.50'
C53	85.00	133.67	060°02'08"	S83°04'11"E	120.24'
C54	25.00	21.03	048°11'23"	N08°40'09"W	20.41'
C55	825.00	74.10	005°08'45"	S54°29'07"W	74.07'
C56	375.00	34.61	065°17'18"	N54°33'10"E	34.60'

GENERAL NOTES

- PROPERTY OWNER AND/OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY AND THE CITY OF PFLUGERVILLE FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.
- WATER AND WASTEWATER SERVICE TO THIS TRACT WILL BE PROVIDED BY THE CITY OF PFLUGERVILLE.
- PUBLIC SIDEWALKS ARE REQUIRED ALONG BOTH SIDES OF ALL STREETS. ALL SIDEWALKS TO BE FOUR (4) FEET WIDE.
- ALL LOTS IN THIS SUBDIVISION ARE SUBJECT TO RESTRICTIVE COVENANTS RECORDED IN DOCUMENT NO. 2003103871 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.
- A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE CITY OF PFLUGERVILLE WATER AND WASTEWATER SYSTEM.
- ALL CONSTRUCTION WITHIN THE BOUNDARY OF THIS PLAT MUST COMPLY WITH THE CITY OF PFLUGERVILLE BUILDING CODE INCLUDING THE REQUIREMENTS TO OBTAIN PERMITS AND REQUEST INSPECTIONS.
- THE OWNER/SUBDIVIDER, AS LISTED ON THIS PLAT, SHALL BE RESPONSIBLE FOR POSTING FISCAL SURETY FOR THE CONSTRUCTION OF ALL CONCRETE SIDEWALKS AS SHOWN OR LISTED ON THE PLAT. WHETHER INSTALLED BY THE OWNER/DEVELOPER OR INDIVIDUAL HOMEBUILDERS, IT IS THE RESPONSIBILITY OF THE OWNER/SUBDIVIDER TO ENSURE ALL SIDEWALKS ARE ADA COMPLIANT AND BUILT IN SUBSTANTIAL COMPLIANCE WITH THE PROVISIONS OF THE TEXAS ARCHITECTURAL BARRIERS ACT, ARTICLE 9102, TEXAS CIVIL STATUTES, AS ADMINISTERED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION OR TO REQUEST PRE-CONSTRUCTION VARIANCES FOR ANY PROPOSED SIDEWALKS NOT MEETING ADA REQUIREMENTS. APPLICATION FOR THE VARIANCES SHALL BE REQUIRED BEFORE ISSUANCE OF THE DEVELOPMENT PERMIT.

- THE 100-YEAR FLOODPLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENT(S) AS SHOWN HEREON. NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) NO. 48483C02004 TRAVIS COUNTY, TEXAS, DATED SEPTEMBER 28, 2008.
- A TEN (10) FOOT PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL PUBLIC RIGHT-OF-WAY.
- BENCHMARKS:
 - BENCHMARK #1: SQUARE CUT SET ON THE SOUTH END OF THE CONCRETE HEADWALL WHERE IT MEETS THE WINGWALL, ON THE WEST END OF THE DRAINAGE CHANNEL, LOCATED ON THE EAST SIDE OF HIDDEN LAKE DRIVE. ELEVATION: 8524.7 NAVD 88
 - BENCHMARK #2: SQUARE CUT SET ON THE NORTH END OF THE CONCRETE HEADWALL, ON THE EAST END OF THE DRAINAGE CHANNEL, LOCATED ON THE WEST SIDE OF SILENT HARBOR LOOP. ELEVATION: 846.30 NAVD 88
- ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM CENTRAL ZONE.
- THIS SUBDIVISION IS SUBJECT TO ALL CITY OF PFLUGERVILLE ORDINANCES RELATED TO TREE PRESERVATION INCLUDING BUT NOT LIMITED TO SUBCHAPTER 12 OF THE UNIFIED DEVELOPMENT CODE AND THE TREE TECHNICAL MANUAL AS AMENDED.
- NON-RESIDENTIAL LOTS (INCLUDING LANDSCAPE AND GREEN SPACE) AND LANDSCAPE EASEMENTS TO BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.
- LOTS WITH DOUBLE AND TRIPLE FRONTAGE ARE ALLOWED ACCESS TO ONLY ONE STREET. LOT ACCESS TO HIDDEN LAKE CROSSINGS AND SILENT HARBOR LOOP IS PROHIBITED.
- THIS PLAT IS SUBJECT TO SUB-DISTRICT TYPE FIVE DEVELOPMENT AS DEFINED IN THE COMPREHENSIVE DEVELOPMENT AGREEMENT.

- ASSESSED IMPACT FEE RATE PER SERVICE UNIT WITH A 5/8 INCH METER SIZE FOR WATER SHALL BE \$2405 AND FOR WASTEWATER SHALL BE \$2414 WITH ADDITIONAL FEES AS STATED WITHIN THE COMPREHENSIVE DEVELOPMENT AGREEMENT.
- STREET LIGHTS SHALL BE INSTALLED WITH THE PUBLIC IMPROVEMENTS PER ALL CITY OF PFLUGERVILLE STANDARDS AND OPERATIONAL.
- ALL (NEW) TELEPHONE, CABLE TELEVISION AND ELECTRIC UTILITY LATERAL AND SERVICE LINES AND WIRES SHALL BE PLACED UNDERGROUND. ALL ELECTRICAL, CABLE TELEVISION AND TELEPHONE SUPPORT EQUIPMENT (TRANSFORMERS, AMPLIFIERS, SWITCHING DEVICES, ETC.) NECESSARY FOR UNDERGROUND INSTALLATIONS IN SUBDIVISION SHALL BE PAD MOUNTED OR PLACED UNDERGROUND IN A PUBLIC UTILITY EASEMENT FATHER THAN RIGHT-OF-WAY. WHERE EXISTING OVERHEAD ELECTRICAL SERVICE EXISTS, ELECTRIC UTILITY SERVICE LINES FOR STREET OR SITE LIGHTING SHALL BE PLACED UNDERGROUND.
- THIS PLAT IS WITHIN THE CITY OF PFLUGERVILLE ETJ.
- LOT 41, BLOCK PP; LOTS 8, 7, 14, AND 17, BLOCK QQ, AND LOTS 14, 15, AND 23, BLOCK RR HAVE RESTRICTED ACCESS TO ONE STREET.
- NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT EXCEPT AS APPROVED BY TRAVIS COUNTY.
- ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER AND/OR HIS/HER ASSIGNS.
- THE SUBDIVISION IS SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS AS DESCRIBED IN THE NOTICE OF APPLICABILITY RECORDED IN THE TRAVIS COUNTY REAL PROPERTY RECORDS, DOCUMENT NO. _____.



507 WEST LIBERTY AVE.
 ROUND ROCK, TEXAS 78664
 (512) 244-9620
 ENGINEERING FIRM # P46
 SURVEY FIRM # 1131311-0
 ROUND ROCK TEXAS #1707

FINAL PLAT OF THE VILLAGES OF HIDDEN LAKE PHASE 6B-3

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

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

THAT I, JAMES DORNEY, ACTING ON BEHALF OF BUFFINGTON V04L SA 6A 6B, L.T.D., A TEXAS LIMITED PARTNERSHIP, GENERAL PARTNER, BEING THE OWNER OF 14.88 ACRES OF LAND OUT OF THE GEORGE M. MARTIN SURVEY NO. 9, ABSTRACT NO. 529 IN TRAVIS COUNTY, TEXAS, SAME BEING CONVEYED BY DEED OF RECORD IN DOCUMENT NO. 2008178332, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 14.88 ACRES OF LAND, IN ACCORDANCE WITH THE ATTACHED PLAT, PURSUANT TO CHAPTER 232 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS:

THE VILLAGES OF HIDDEN LAKE, PHASE 6B-3

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

WITNESS MY HAND, THIS THE ____ DAY OF _____, 20__ A.D.

BUFFINGTON V04L SA 6A 6B, L.T.O., A TEXAS LIMITED PARTNERSHIP

BY:

PRINTED NAME: JAMES DORNEY
TITLE: PRESIDENT
3800 N. CAPITAL OF TEXAS HIGHWAY
BLVD # 2, SUITE 170
AUSTIN, TEXAS 78746

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

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

_____, ACTING ON BEHALF OF BUFFINGTON V04L SA 6A 6B, L.T.O., A TEXAS LIMITED PARTNERSHIP, GENERAL PARTNER KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED

WITNESS MY HAND, THIS THE ____ DAY OF _____, 20__ A.D.

NOTARY PUBLIC, STATE OF TEXAS

COMMISSIONERS' COURT RESOLUTION

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

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

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

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

NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100-YEAR FLOOD PLAIN OF ANY WATERWAY THAT IS WITHIN THE LIMITS OF STUDY OF THE FEDERAL FLOOD INSURANCE ADMINISTRATION, FIRM PANEL NO. 46433C0280H, DATE SEPTEMBER 26, 2008, FOR TRAVIS COUNTY, TEXAS.

STEVEN S. CHALFORD, P.E. DATE _____
LIC. NO. 52677
BAKER-AICKLEN AND ASSOC. INC.
507 WEST LIBERTY AVE
ROUND ROCK, TEXAS 78664
PHONE NUMBER: (512) 244-9620
FAX NUMBER: (512) 244-9623

THAT I, MARGARET A. NOLEN, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND, AND THAT ALL CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION CODE OF THE CITY OF PFLUGERVILLE, TEXAS AND THAT ALL KNOWN EASEMENTS WITHIN THE BOUNDARY OF THE PLAT ARE SHOWN HEREON.

MARGARET A. NOLEN DATE _____
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5598
BAKER-AICKLEN AND ASSOC. INC.
507 WEST LIBERTY AVE
ROUND ROCK, TEXAS 78664
PHONE NUMBER: (512) 244-9620
FAX NUMBER: (512) 244-9623

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

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

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE ____ DAY OF _____, 20__ A.D.

DANA DEBEAUVOR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

DEPUTY _____

THE STATE OF TEXAS)
COUNTY OF TRAVIS)

I, DANA DEBEAUVOR, CLERK OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT ON THE ____ DAY OF _____, 20__ A.D., THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS THE ____ DAY OF _____, 20__ A.D.

DANA DEBEAUVOR, COUNTY CLERK

APPROVED THIS ____ DAY OF _____, 20__ BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PFLUGERVILLE, TEXAS, ON BEHALF OF THE CITY.

BY: _____
CHAIRPERSON

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

BY: _____
PLANNING DIRECTOR

ATTEST:

CITY SECRETARY

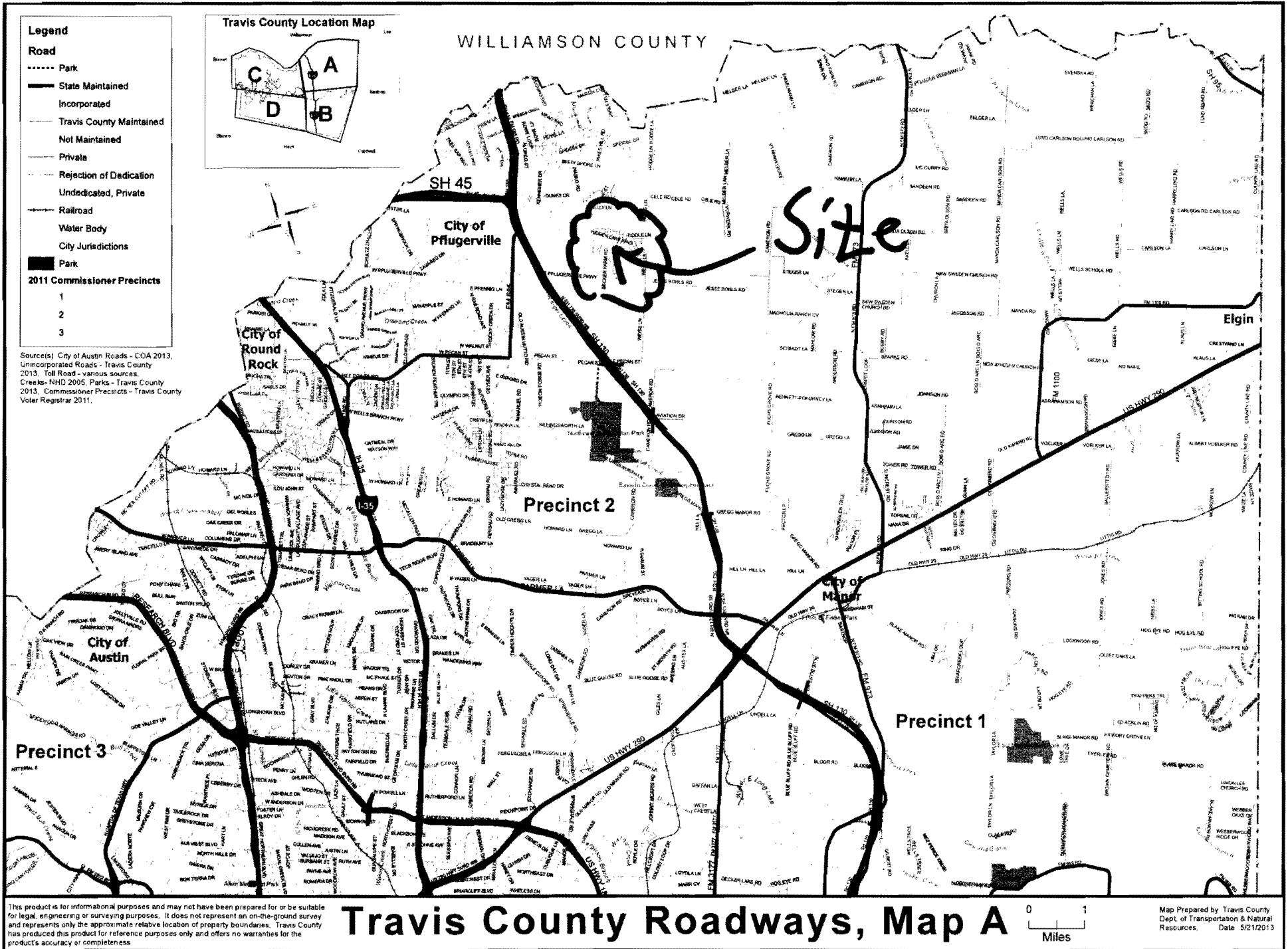
APPROVED THIS ____ DAY OF _____, 20__ BY THE CITY COUNCIL OF PFLUGERVILLE, TEXAS, ON BEHALF OF THE CITY.

BY: _____
MAYOR

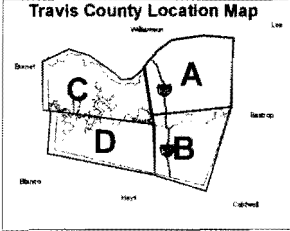
ATTEST:

CITY SECRETARY

BAKER-AICKLEN & ASSOCIATES, INC.
507 WEST LIBERTY AVE.
ROUND ROCK, TEXAS 78664
(512) 244-9620
ENGINEERING FIRM # P-48
SURVEY FIRM # 110531-C
ROUND ROCK TEXAS # 1787



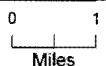
- Legend**
- Road**
- Park
 - State Maintained
 - Incorporated
 - Travis County Maintained
 - Not Maintained
 - Private
 - Rejection of Dedication
 - Undedicated, Private
 - Railroad
 - Water Body
 - City Jurisdictions
 - Park
- 2011 Commissioner Precincts**
- 1
 - 2
 - 3



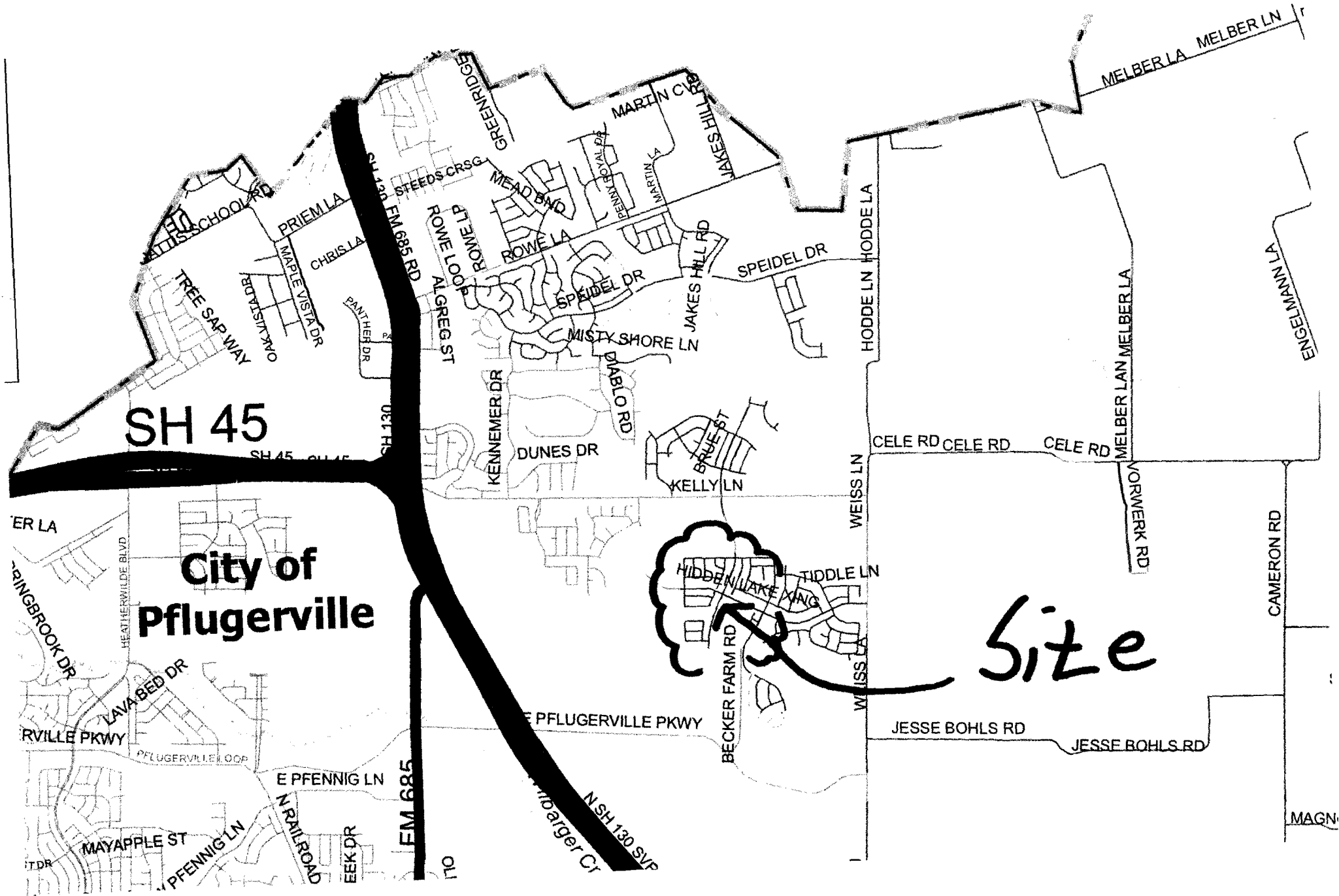
Source(s) City of Austin Roads - COA 2013.
 Unincorporated Roads - Travis County
 2013. Toll Road - various sources.
 Creeks - NHD 2005. Parks - Travis County
 2013. Commissioner Precincts - Travis County
 Voter Registrar 2011.

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 approximate relative location of property boundaries. Travis County has produced this product for reference purposes only and offers no warranties for the product's accuracy or completeness.

Travis County Roadways, Map A



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



SH 45

City of
Pflugerville

Site

FM 685

N. SH 130 SVP

MAGN



Item 7

Travis County Commissioners Court Agenda Request

Meeting Date: July 30, 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: *Carl B. Jordan*
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 reject the dedication and abandon the public streets known as Lenape Trail, Lenape Cove, Superview Drive, and Indian Scout Trail, all originally dedicated by The Overlook Estates, Phase 1 subdivision - a subdivision in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

A Commissioners Court hearing for this rejection of dedication and abandonment of public streets request was originally held on May 22, 2012. However, action was not taken at that time. The Court requested that the applicant meet with neighboring property owners who showed concern and/or opposition during the hearing.

Staff has since received a letter from the developer's attorney (Terrence L. Irion) requesting the item be re-scheduled for Court. Due to the time that has lapsed from the original hearing, staff required public notice to be posted and a new hearing be set.

STAFF RECOMMENDATIONS:

The request has been reviewed by TNR staff which finds the request meets Section 82.206(c) of the Travis County Standards for Construction of Streets and Drainage in Subdivisions. As such, TNR staff recommends the proposed action.

ISSUES AND OPPORTUNITIES:

Since the hearing of May 22, 2012, additional meetings were held between the developer and the concerned neighboring property owners. It is staff's understanding that the meetings were inconclusive. As of this memo, staff has received additional inquiries in response to the public notice postings. The responses/opinions have been mixed.

If the request is approved, the developer will then move forward with submitting plans to get permitting for privacy gates at either end of the project.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

ATTACHMENTS/EXHIBITS:

Updated Request Letter
Proposed Gate Locations
Sign Affidavit and Pictures
Original Packet - May 22, 2012

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 & Long Range Planning	(512) 854-7561

CC:

Stacey Scheffel	Program Manager	TNR - Permits	(512) 854-7565
Chris Gilmore	Asst County Attorney	County Attorney	(512) 854-9415

SM:AB:ps

1101 - Development Services Long Range Planning - The Overlook Estates, Section 1

LAW OFFICE OF TERRENCE L. IRION

1250 S. Capital of Texas Highway
3 Cielo Center, Suite 601
Austin, Texas 78746

Terrence L. Irion

Attorney at Law

(512) 347-9977

(512) 306-8903-FAX

tirion@tirionlaw.com

June 6, 2013

VIA EMAIL: paul.scoggins@co.travis.tx.us

Mr. Paul Scoggins

Engineer Specialist

Travis County TNR

P.O. Box 1748

700 Lavaca Street, 5th Floor

Austin, Texas 78701

RE: Application for Conversion of Existing Public Dedicated Street to Private Street
Overlook Estates Phase I

Dear Paul:

Commissioner Daugherty is going to request that Judge Biscoe put an item for rejection of dedication and abandonment of public street on Linape Trail, Linape Cove, Sugarview Drive and Indian Scout Trail on the next agenda. This item was posted for action on May 22, 2012 and left pending by the Commissioners Court. It was Item 24 on that Agenda. Please confirm that there are no outstanding items that you need to complete the agenda packet (all material from Item 24 on the May 24, 2012 Agenda should be sufficient).

The support letter that we had from ESD #3 stated, "Security gates, if installed at the main entrances of the development shall have an approved KNOX emergency override electric key switch installed in an approved location. The key switch may be ordered at our office during standard business hours. The security gate if installed shall also have an additional means of operation during a power loss condition." Applicant intends to install security gates that meet this specification.

Please advise if there is any additional submittals you will require for the agenda packet prior to June 25. Thank you for your attention to this matter.

Sincerely



Terrence L. Irion

TLL:lm

Cc: Keith Schoenfelt
Steve Turnquist



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 Public-Private sign was posted on July 9, 2013, on the intersection of Lenape Trail and Circle Drive, at the north end of the Overlook Estates Section 1 subdivision, and the intersection of Thomaswood Lane and Thomas Spring Road at a point as near as practical to the area of ROW being privatized, and was also posted at the Travis County Courthouse.

CERTIFIED THIS THE 9 DAY OF July, 2013.

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

cc: Garcia (sign shop)

NOTICE OF
 PUBLIC HEARING
 TO BE HELD AT THE
 OFFICE OF THE
 CITY ENGINEER
 100 N. W. 10th St.
 MIAMI, FLORIDA
 ON WEDNESDAY, JANUARY 12, 1966
 AT 10:00 A.M.
 FOR THE PURPOSE OF
 HEARING THE PUBLIC
 CONCERNING THE
 PROPOSED
 REVISIONS TO THE
 ZONING ORDINANCES
 OF THE CITY OF MIAMI
 AS AMENDED BY
 RESOLUTION NO. 10,000
 PASSED BY THE CITY
 COMMISSION ON
 DECEMBER 15, 1965
 AND RESOLUTION NO. 10,001
 PASSED BY THE CITY
 COMMISSION ON
 DECEMBER 15, 1965





NOTICE OF PUBLIC HEARING

JULY 30, 2013, AT 9:00 AM

**RIGHT OF WAY EASEMENT PUBLIC
TO PRIVATE STREETS**

**TO APPROVE THE CHANGE IN STATUS FROM
PUBLIC STREETS TO PRIVATE STREETS,
THE OVERLOOK ESTATES SECTION ONE—
A SUBDIVISION IN PRECINCT 3**

**A HEARING WILL BE HELD AT
THE TRAVIS COUNTY
COMMISSIONERS COURTROOM
700 LAVACA ST. AUSTIN TEXAS
FOR MORE INFORMATION CALL 854-9383**



**NOTICE OF
PUBLIC HEARING**

JULY 30, 2013 AT 9:00 AM

RIGHT OF WAY EASEMENT PUBLIC
TO PRIVATE STREETS

TO APPROVE THE CHANGE IN STATUS FROM
PUBLIC STREETS TO PRIVATE STREETS
THE OVERLOOK ESTATES SECTION ONE—
A SUBDIVISION IN PRECINCT 3

A HEARING WILL BE HELD AT
THE TRAVIS COUNTY
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700 LAVACA ST. AUSTIN, TEXAS
FOR MORE INFORMATION CALL 854-9383



NOTICE OF PUBLIC HEARING

JULY 30, 2013, AT 9:00 AM

**RIGHT OF WAY EASEMENT PUBLIC
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**A HEARING WILL BE HELD AT
THE TRAVIS COUNTY
COMMISSIONERS, COURTROOM
700 LAVACA ST. AUSTIN, TEXAS
FOR MORE INFORMATION CALL 854-9383**



NOTICE OF PUBLIC HEARING

JULY 30, 2013. AT 9:00 AM
RIGHT OF WAY EASEMENT PUBLIC
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PUBLIC STREETS TO PRIVATE STREETS,
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A SUBDIVISION IN PRECINCT 3

A HEARING WILL BE HELD AT
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FOR MORE INFORMATION CALL 854-9383



NOTICE OF PUBLIC HEARING

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**TO APPROVE THE CHANGE IN STATUS FROM
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THE OVERLOOK ESTATES SECTION ONE—
A SUBDIVISION IN PRECINCT 3**

**A HEARING WILL BE HELD AT
THE TRAVIS COUNTY
COMMISSIONERS COURTROOM
700 LAVACA ST. AUSTIN, TEXAS**

FOR MORE INFORMATION CALL 854-9383



Travis County Commissioners Court Agenda Request

24

Meeting Date: May 22, 2012

Prepared By: Darla Vasterling **Phone #:** 854-7564

Division Director/Manager: Anna Bowlin, Division Director of Development Services

AB

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

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

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action on a request to authorize the filing of an instrument to reject the dedication and abandon the public streets - Lenape Trail, Lenape Cove, Superview Drive, and Indian Scout Trail, all originally dedicated by the plat of The Overlook Estates Phase 1, a subdivision in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

On May 20, 1986, the Travis County Commissioners Court passed an Order authorizing the filing for record of the plat of The Overlook Estates 1. In that document the developer Spindletop Savings Association President David L. Parsley signed a statement which dedicated the streets, shown on the plat, to the public.

In a letter from the Law Office of Terrence L. Irion, dated March 27, 2012, Mr. Irion presents the Declaration of Covenants, Conditions, and Restrictions, for the subdivision, which show that the Association shall maintain, repair, and replace, as necessary, all private improvements in the public right of way and/or the roads themselves, should they become private.

The Attorney for the developers, Mr. Irion requests that the streets of this subdivision be declared private by action of the Travis County Commissioners Court. Therefore the Travis County Commissioners Court shall have the Public Hearing on this date of May 22, 2012, in regards to rejecting the dedication and abandoning these streets.

STAFF RECOMMENDATIONS:

The request has been reviewed by TNR staff and staff finds the request meets Section 82.206(c) of the Travis County Standards for Construction of Streets and Drainage in Subdivisions. As such, TNR staff recommends rejecting the dedication and abandoning the streets of this subdivision.

ISSUES AND OPPORTUNITIES:

On March 3, 2012, developers and engineers met with the neighborhood, in order to inform them of the proposed change in status of the roads in this subdivision. Mr. Irion has reported, in his letter dated March 27, 2012, that most of the residents who attended the meeting were not opposed to the change. Although it is possible that one or two may speak against this action, no one has contacted staff in this regard. One resident of Ridge at Thomas Springs requested another sign at Thomaswood Lane and Thomas Springs Drive.

The applicant has submitted Statements from utility companies, the City of Austin Transportation, the emergency services district, and the school district stating that they have no objection to this subdivision converting to private streets. Additionally, the applicant has submitted the homeowners association of incorporation, the bylaws of the association, and the covenants, restrictions, and restrictions showing that there is a body in place to maintain the streets.

Some of the lots have been sold and the applicant is collecting letters of approval of conversion from public to private streets.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A.

ATTACHMENTS/EXHIBITS:

- Letter from T.L. Irion
- Posted signs and sign in sheet
for March 3 meeting
- Letter from Thompson Land Engineering
plat of the Overlook Estates Phase 1
- Statements from utility companies, City of
Austin, TC ESD #3, Austin ISD
- Letter from homebuilders
- Photos of signs for public hearing
- Map
- Order

REQUIRED AUTHORIZATIONS:

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

CC:

Chris Gilmore	Assist. County Atty.	County Attorney	854-9415
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SM:AB:dv

1101 - Development Services - Overlook Estates Phase 1

1105 - Subdivision - Overlook Estates Phase 1

LAW OFFICE OF TERRENCE L. IRION

1250 S. Capital of Texas Highway
3 Cielo Center, Suite 601
Austin, Texas 78746

Terrence L. Irion

Attorney at Law
(512) 347-9977
(512) 306-8903-FAX
tirion@tirionlaw.com

March 27, 2012

VIA EMAIL: darla.vasterling@co.travis.tx.us

Ms. Darla Vasterling
Engineering Specialist
Travis County TNR
411 W. 13th Street
Austin, Texas 78701

RE: The Overlook Estates Phase I – Request to convert publicly
dedicated right-of-way to private streets

Dear Ms. Vasterling:

Attached please find an electronic copy of the completed application package to convert the above referenced public street to a private street. This application package has been approved by the City of Austin and all public utility service providers including AT&T, PEC, Time Warner Cable and Austin Water Utility. It has also been approved by Fire Department which services this area, ESD No. 3.

Request is made that the item be scheduled on the agenda of the Commissioner's Court for the next available meeting.

I am also attaching with this letter The Overlook Estates Phase I Homeowners Association, Inc. Certificate of Filing; a copy of The Overlook Estates Phase I Declaration of Covenants, Conditions and Restrictions, which includes a private street maintenance covenant.

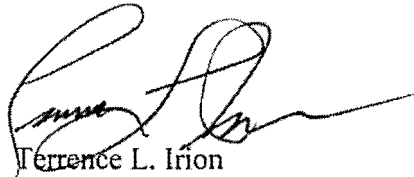
When Phase Two of the Street is extended to The Ridge at Thomas Springs, a fire access gate will be installed to specifications approved by ESD No. 3.

On March 3, 2012, a neighborhood meeting was held onsite in The Overlook and all lot owners in The Ridge at Thomas Springs were invited to attend to learn more about the plans for The Overlook Development and the private street conversion. I am attaching photos of the tent meeting and also of the notices that were placed at the entrance to The Ridge at Thomas Springs notifying the neighbors of the meeting. Letters were also sent to the property owners immediately adjacent to The Overlook Subdivision. Nineteen residents attended the meeting. All seemed to generally support or at least not oppose the emergency access only connection to the extension of Linape Trail into The Ridge at Thomas Ridge Springs Subdivision with the exception of one lady who owns a 5 acre out parcel (not part of either subdivision) and one woman on Rawhide Trail. A copy of the sign-in sheet for the meeting is also attached for your reference.

Mr. Vasterling
March 27, 2012
Page 2

Having satisfied all the requirements of the County Ordinance for conversion of public dedicated street to private streets, the Applicant respectfully requests that this item be put on the Commissioner's Court agenda for consideration.

Respectfully submitted,



Terrence L. Irion

TLI:lm

Enclosure(s)

Cc: Ric Thompson
Keith Schoenfelt
Michele Turnquist

Overlook Meeting

<u>Name</u>	<u>Phone</u>	<u>Email</u>	<u>Address</u>
Cliff A. Powers		justin@cliff25.com	10712 Thomaswood
Glenn Rinkenberger		kyakpirate@yahoo.com	7306 Lenape
Leona Rice			10205 ^{Rising} Smoke LP
Ava Myers		prae@myerconsulting.com	10205 Thomaswood
Lois Rice		lricerend@earthlink.net	10210 Thomaswood
Grace Grottschalk			
Earl W. Grottschalk		ewg@railroad@yahoo.com	10304 Thomaswood
JOE CALOVIC	288-0287	J.CALOVIC@SIXGLOBAL.NET	10201 THOMASWOOD W
DANNIE ELIZABETH VARGAS	(512) 288-5371		10402 Thomaswood
Ronald Whitehead	288-7280	ELIZVARGAS@SBCGLOBAL.NET	
Ronald Whitehead	288-7280		7309 Lenape Tr
Lehman Clark			Thomaswood
Marian Key's			"
Leonard & Melissa Voeltinger		voeltinger@aol.com	10102 ^{Rising} Smoke LP
* Gaynelle Hirsch	415-5779	g_hirsch@att.net	7310 Lenape Tr
* Rip Hirsch	633-6819	rip.hirsch@att.net	"
Daniel Balboa	899-2757		10203 Rising Smoke LP
* Kristen Anderson	769-6785	kristenanderson@swbell.net	
* Max Brown	714-5725	kristenanderson@swbell.net	10205 ^{Rising} Smoke LP
Tonya Bills	775-5472	TBills5617@yahoo.com	

10412 Rawhide TRAIL

OK WITH PRIVATE - NO CUT THRU
 NOT A THIRD STREET - Thomaswood
 DON'T WANT STREET LIGHTS

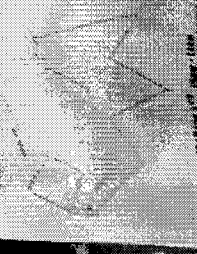
895-8427
 Glenn Rinkenberger

I DO SUPPORT moving lenape a private street
 for overlook as long as you make a public accessible
 walk-through path when you put up a gate for phase 2



NOTICE

SECURORIZED
GETTING THE LOOK ITAINS



WASO MARK OF THE
WASO MARK OF THE
WASO MARK OF THE
WASO MARK OF THE
WASO MARK OF THE



Darla Vasterling


From: Vince Huebinger <vinceh@flash.net>
Sent: Wednesday, February 29, 2012 11:52 AM
To: Darla Vasterling; Anna Bowlin
Cc: Terry Irion; Keith Schoenfelt
Subject: Fw: Overlook Meeting this weekend (part 1)
Attachments: DSC00134.JPG; DSC00137.JPG; DSC00135.JPG; DSC00136.JPG

Anna/Darla; We will be having our meeting this Saturday at 10am, March 3rd on site with the neighborhood stakeholders and interested parties. There will be a small tent set up at the entry to discuss the private street request. Attached are part 1 of a 3 part email showing the signs that have been put up for notices to all adjoining neighbors interested in attending. You are free to attend this meeting if you would like. Once this meeting is over we will report the results to your office and then proceed to commissioners court with the specific request for private streets. The owners will reserve their right to file request for gated streets to Travis County based on 30-2-159 (L) 1 & 2 at a later date. Thanks, please feel free to call if you have any questions.

Vincent G. Huebinger
Bleyl & Assoc. Inc.
(512) 328-7878



NOTICE
MEMBERED
2011 PINEAPPLE AVENUE, #1000



THIS MARCH 1st, from 10am - 1pm
WHERE: IN FRONT OF HOUSES (2nd AVENUE)
FOR DECEMBER 1st - 31st
2011 PINEAPPLE AVENUE, #1000



STOP

NOTICE

LAW OFFICE OF TERRENCE L. IRION

1250 S. Capital of Texas Highway
3 Cielo Center, Suite 601
Austin, Texas 78746

Terrence L. Irion

Attorney at Law

(512) 347-9977

(512) 306-8903-FAX

tirion@tirionlaw.com

December 21, 2011

VIA EMAIL: darla.vasterling@co.travis.tx.us

Ms. Darla Vasterling

Travis County TNR

411 W. 13th Street

Austin, Texas 78701

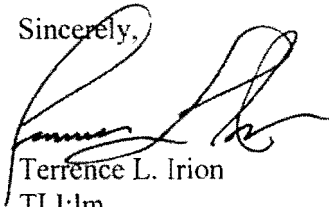
Re: The Overlook Estates Phase I

Dear Ms. Vasterling:

Please find a copy of the typical letter being sent to lot owners in the Ridge at Thomas Springs. As best we can tell, there is no homeowners association so there is no association contact to whom such a letter can be directed.

Thank you for your attention to this matter.

Sincerely,



Terrence L. Irion

TLL:lm

Cc: Keith Schoenfelt
Ric Thompson

LAW OFFICE OF TERRENCE L. IRION

1250 S. Capital of Texas Highway
3 Cielo Center, Suite 601
Austin, Texas 78746

Terrence L. Irion

Attorney at Law

(512) 347-9977

(512) 306-8903-FAX

tirion@tirionlaw.com

December 21, 2011

Hirsch Gaynelle Baker
7310 Linape Trail
Austin, Texas 78736-2803

Dear Ms. Baker:

I represent the owners of the Overlook Estates Phase 1 Subdivision, which was platted and recorded in 1986, but which is just now being developed in phases. The first phase of construction which is being completed at this time will build out the streets and utility infrastructure to serve approximately 35 lots along Linape Trail from Circle Drive. The road construction of this phase will stop short of extending Linape Trail to The Ridge at Thomas Springs.

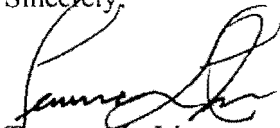
A subsequent phase will eventually build Linape Trail to the street stub-out at The Ridge at Thomas Springs, but no time table has yet been set for this subsequent construction.

The purpose of this letter is to inform you that the owners have requested conversion of the plat dedicated public streets in The Overlook Estates to private streets with the right to install a privacy gate at the entrance on Circle Drive. The conversion to private street request to Travis County will be subject to extension of Linape Trail to the common boundary line with The Ridge at Thomas Springs with the construction of an emergency access gate to allow public emergency service provider access through the street connection. The gate will be installed with a Knox box accessible by all public emergency service providers.

If you have any questions regarding this future emergency access or the privatization of Linape Trail through The Overlook Estates, please contact either Keith Schoenfelt at The Overlook Joint Venture (512) 626-3504 or the undersigned.

Also, we have not been able to identify any neighborhood association officers for The Ridge at Thomas Springs. If you know of an association contact within your neighborhood, please advise and I will be happy to provide a copy of this letter your association.

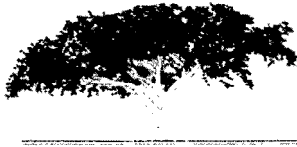
Sincerely,



Terrence L. Irion

TLI:lm

Cc: Keith Schoenfelt



THOMPSON LAND ENGINEERING, LLC
Land Planning, Site Design, Subdivision Engineering

December 15, 2011

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

RE: Letter of request to convert Publicly Dedicated Right-of-Way to Private Streets
Legal name of subdivision: The Overlook Estates Phase 1
TLE No.: 1103

Dear Mr. Manilla,

This letter is to request that the publicly dedicated right-of-way shown on the plat for The Overlook Estates Phase 1 (Lenape Trail, Superview Drive, and Indian Scout Trail) be converted to private streets. We are seeking the conversion for the following reasons.

- The limiting of traffic will provide a safer environment for the children since children can often wander into the street.
- Converting the streets to private will provide the subdivision with a better feeling of security.
- Converting the streets to private will allow to the installation of community landscaping, irrigation, and monumentation without a licensing agreement.
- All of the drainage from the subdivision goes to Barton Creek. All of the drainage from Circle Drive does not necessarily go into Barton Creek. Therefore, by limiting traffic in the subdivision (limiting the "cut through" traffic) it should help limit the pollutant load to the creek.
- The City of Austin would not accept the park lot as a public park. Therefore, converting the streets to private should help reduce any confusion about the park lot being a City or County maintained park.

Included in this application are the unsigned documents for the easements and the Homeowners Association's Declaration of Covenants, Conditions and Restrictions (Items 3, 4 & 5) for legal review. We are awaiting the Homeowners Association Certificate of Incorporation (Item 2). We have the signed letters from all the utility companies (Item 6) and the Emergency Services District (Item 7) stating that they have no objection to the streets converting to private. We are awaiting the same letter from AISD Transportation Director (Item 7) and expect to have it shortly. We are also awaiting the letter from the City of Austin concurring with the request but we understand that we have their approval verbally (Item 8). There is no access needed for adjacent property from the private street (Item 9).

Should you need additional information for the administrative aspects of processing this request, please contact myself or Gwen Gates at 328-0002. Should you need additional owner information or should you

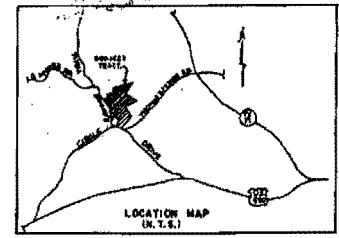
Mr. Joseph P. Gieselman, Executive Manager
Transportation and Natural Resources
December 15, 2011
Page 2

wish to talk to the owner, please contact Keith Schoenfelt, President Corum Development, Inc. at 512-626-3504.

Sincerely,
THOMPSON LAND ENGINEERING, LLC

A handwritten signature in black ink that reads "Robert C. Thompson". The signature is written in a cursive style with a large, stylized initial "R".

Robert C. (Ric) Thompson, P.E.
M.S., C.F.M., C.P.E.S.C.

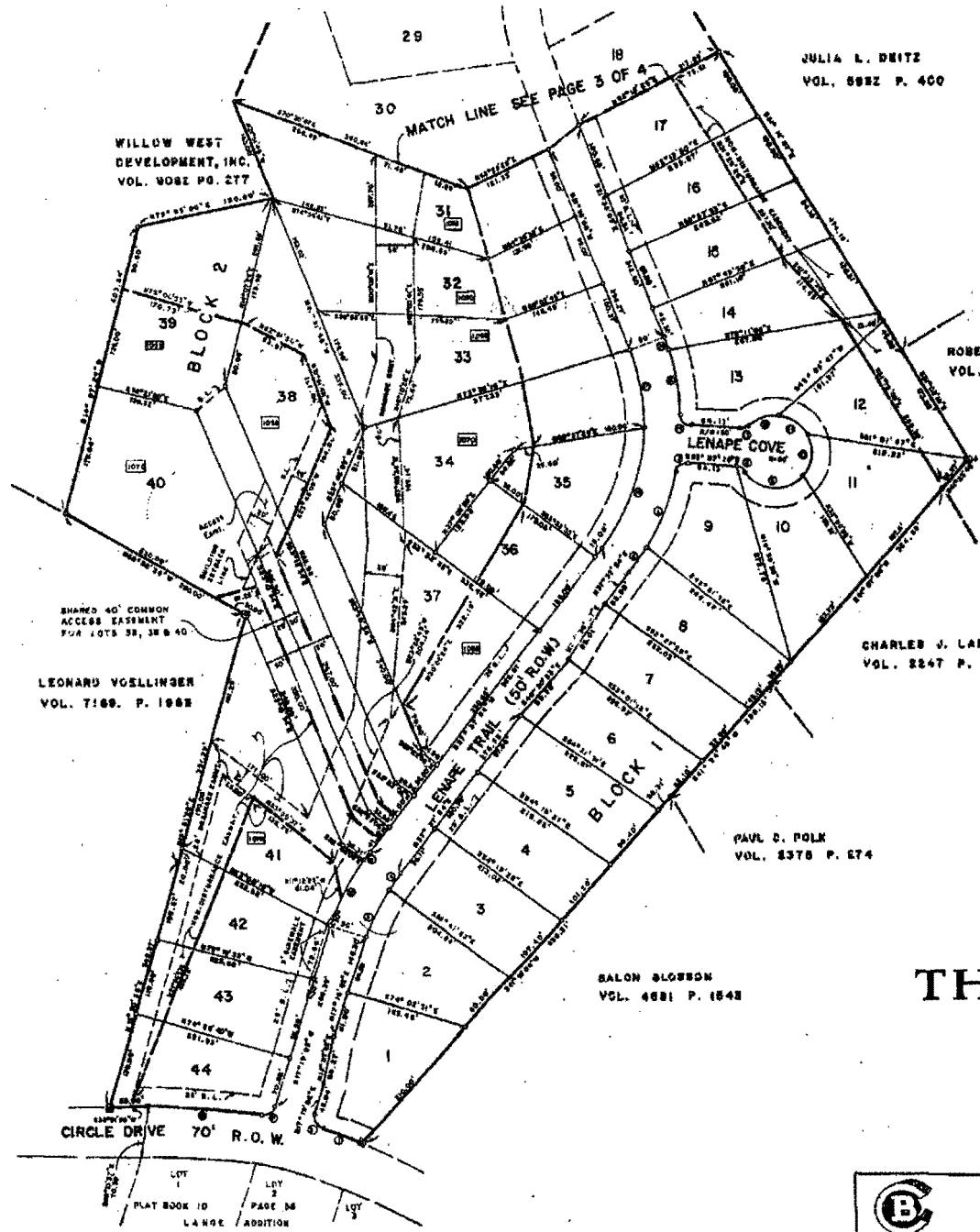


SCALE: 1" = 100'

LEGEND

- IRON PIN SET
- IRON PIN FOUND
- CONCRETE MONUMENT SET
- MINIMUM 1st FLOOR ELEVATION
- BL. BUILDING LINE

LOT	AREA
1	0.514 Ac.
2	0.519 Ac.
3	0.500 Ac.
4	0.500 Ac.
5	0.500 Ac.
6	0.502 Ac.
7	0.500 Ac.
8	0.501 Ac.
9	0.540 Ac.
10	0.512 Ac.
11	0.503 Ac.
12	0.520 Ac.
13	0.502 Ac.
14	0.519 Ac.
15	0.518 Ac.
16	0.501 Ac.
17	0.508 Ac.
18	1.010 Ac.
19	1.001 Ac.
20	1.012 Ac.
21	1.007 Ac.
22	0.501 Ac.
23	0.516 Ac.
24	1.128 Ac.
25	1.498 Ac.
26	1.218 Ac.
27	1.813 Ac.
28	1.151 Ac.
29	0.511 Ac.
30	0.519 Ac.
31	0.512 Ac.



JULIA L. DRITZ
VOL. 598Z P. 400

ROBERT D. PAVLICA
VOL. 459I P. 1745

CHARLES J. LANE
VOL. 2247 P. 438

PAUL C. POLK
VOL. 2378 P. 274

SALON GLOSSON
VOL. 468I P. 1548

CURVE DATA

CURVE NO.	RADIUS	ARC	CHORD	CHORD BEARING
1	722.18'	59.00'	58.08'	N 70° 33' 36" W
2	15.00'	83.82'	21.25'	N 27° 47' 30" W
3	275.00'	72.90'	72.28'	N 24° 51' 09" W
4	275.00'	25.01'	25.00'	N 55° 01' 35" W
5	323.00'	42.34'	41.31'	N 32° 53' 52" W
6	323.00'	107.98'	107.48'	N 30° 33' 02" W
7	15.00'	21.78'	18.93'	N 32° 45' 24" W
8	15.00'	13.62'	13.16'	N 59° 36' 41" W
9	30.00'	90.79'	74.92'	N 62° 37' 18" W
10	30.00'	81.24'	37.48'	N 07° 14' 04" W
11	50.00'	58.64'	48.35'	N 34° 43' 18" W
12	30.00'	45.40'	43.85'	N 48° 21' 06" W
13	15.00'	15.62'	13.24'	N 69° 22' 06" W
14	15.00'	21.79'	19.93'	N 43° 58' 30" W
15	323.00'	88.95'	86.67'	N 10° 13' 03" W
16	323.00'	20.00'	20.00'	N 18° 48' 21" W
17	275.00'	105.65'	102.09'	N 10° 31' 48" W
18	275.00'	178.38'	173.45'	N 18° 01' 43" W
19	293.00'	14.23'	14.23'	N 54° 22' 59" W
20	925.00'	101.00'	100.60'	N 26° 15' 13" W
21	15.00'	21.75'	19.90'	N 31° 51' 28" W
22	722.18'	158.07'	155.74'	N 83° 47' 52" W

THE OVERLOOK ESTATES PHASE 1

PAGE 2 of 4

C8-85-110.1(86)

Cash & Boden, Inc.



274 Reed Avenue
P. O. Box 802, Giddings, TX 78942
(409) 543-1227

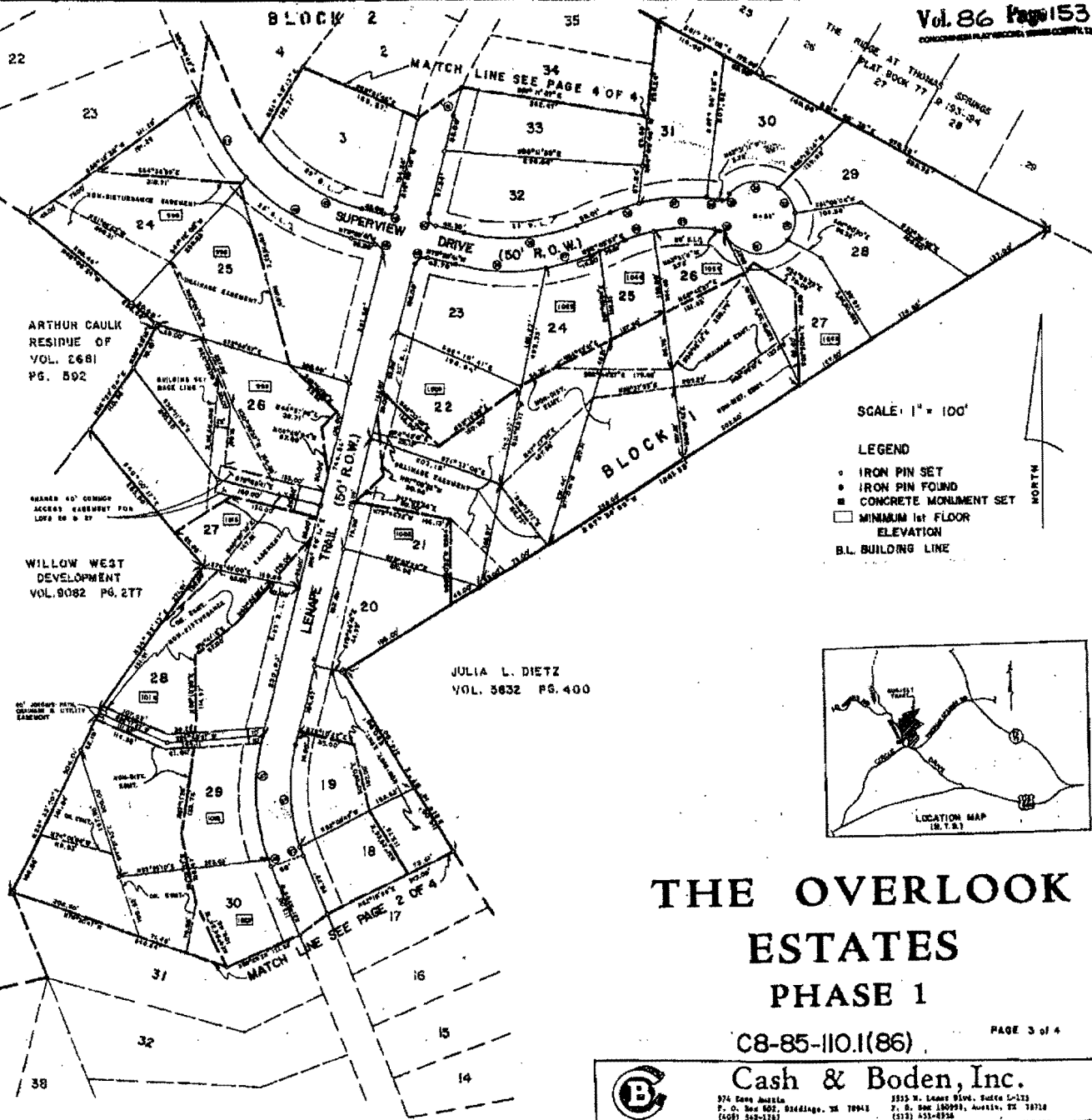
3552 N. Loop West, Suite L-133
P. O. Box 180990, Austin, TX 78718
(512) 421-0918

CURVE DATA

CURVE NO.	RADIUS	ARC	CHORD	CHORD BEARING
93	295.00'	15.00'	15.00'	N 20° 01' 34" W
94	275.00'	156.42'	155.75'	N 08° 13' 28" E
95	35.00'	23.28'	21.31'	W 59° 00' 18" E
96	295.00'	153.12'	152.18'	N 07° 48' 36" E
97	325.00'	70.24'	70.00'	N 74° 14' 34" E
98	275.00'	44.56'	48.30'	N 23° 07' 19" E
99	275.00'	97.12'	97.14'	N 07° 13' 35" E
100	15.00'	14.44'	13.49'	N 53° 54' 43" E
101	35.00'	109.23'	93.20'	N 05° 25' 02" E
102	35.00'	44.56'	43.33'	N 14° 20' 00" E
103	35.00'	44.25'	43.06'	N 31° 54' 05" W
104	35.00'	80.18'	75.40'	N 03° 11' 03" W
105	15.00'	14.44'	13.49'	N 64° 54' 19" W
106	225.00'	12.57'	13.57'	N 84° 53' 33" W
107	225.00'	100.24'	100.24'	N 54° 53' 44" W
108	225.00'	44.24'	44.91'	N 07° 01' 39" W
109	275.00'	173.50'	169.99'	S 81° 03' 08" W
110	15.00'	23.26'	21.21'	N 30° 29' 41" W
111	175.00'	61.42'	41.38'	N 18° 19' 11" E
112	15.00'	14.44'	13.49'	N 59° 00' 19" W
113	175.00'	189.74'	188.00'	N 26° 11' 43" W
114	225.00'	100.44'	103.00'	N 35° 37' 39" W
115	225.00'	184.24'	185.91'	N 15° 29' 44" W
116	15.00'	14.44'	13.49'	N 11° 21' 11" W
117	225.00'	189.48'	187.20'	N 01° 41' 37" W
118	225.00'	12.00'	12.00'	N 30° 31' 41" W

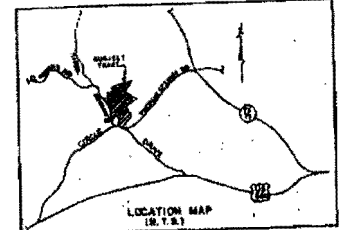
LOT AREA

LOT	BLOCK	AREA	LOT	BLOCK	AREA
14	1	0.3386 Ac.	3	2	0.7380 Ac.
19	1	0.4693 Ac.	24	2	1.0910 Ac.
20	1	0.2583 Ac.	23	2	1.5183 Ac.
21	1	0.7847 Ac.	26	2	1.2804 Ac.
22	1	0.7024 Ac.	37	2	1.0248 Ac.
23	1	0.4473 Ac.	36	2	1.1730 Ac.
24	2	1.2028 Ac.	39	2	1.1082 Ac.
25	2	0.9236 Ac.	30	5	1.0174 Ac.
26	1	1.0010 Ac.	32	2	1.0934 Ac.
27	1	0.2587 Ac.			
28	1	0.8543 Ac.			
29	1	0.8537 Ac.			
30	1	0.5464 Ac.			
31	1	0.3182 Ac.			
32	1	0.7422 Ac.			
33	1	0.5507 Ac.			



SCALE: 1" = 100'

- LEGEND**
- IRON PIN SET
 - IRON PIN FOUND
 - CONCRETE MONUMENT SET
 - MINIMUM 1st FLOOR ELEVATION
 - B.L. BUILDING LINE



THE OVERLOOK ESTATES PHASE 1

C8-85-110.1(86)

PAGE 3 OF 4



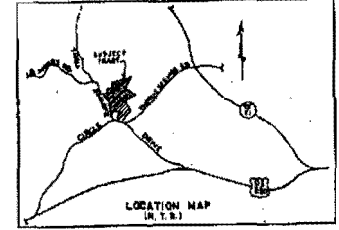
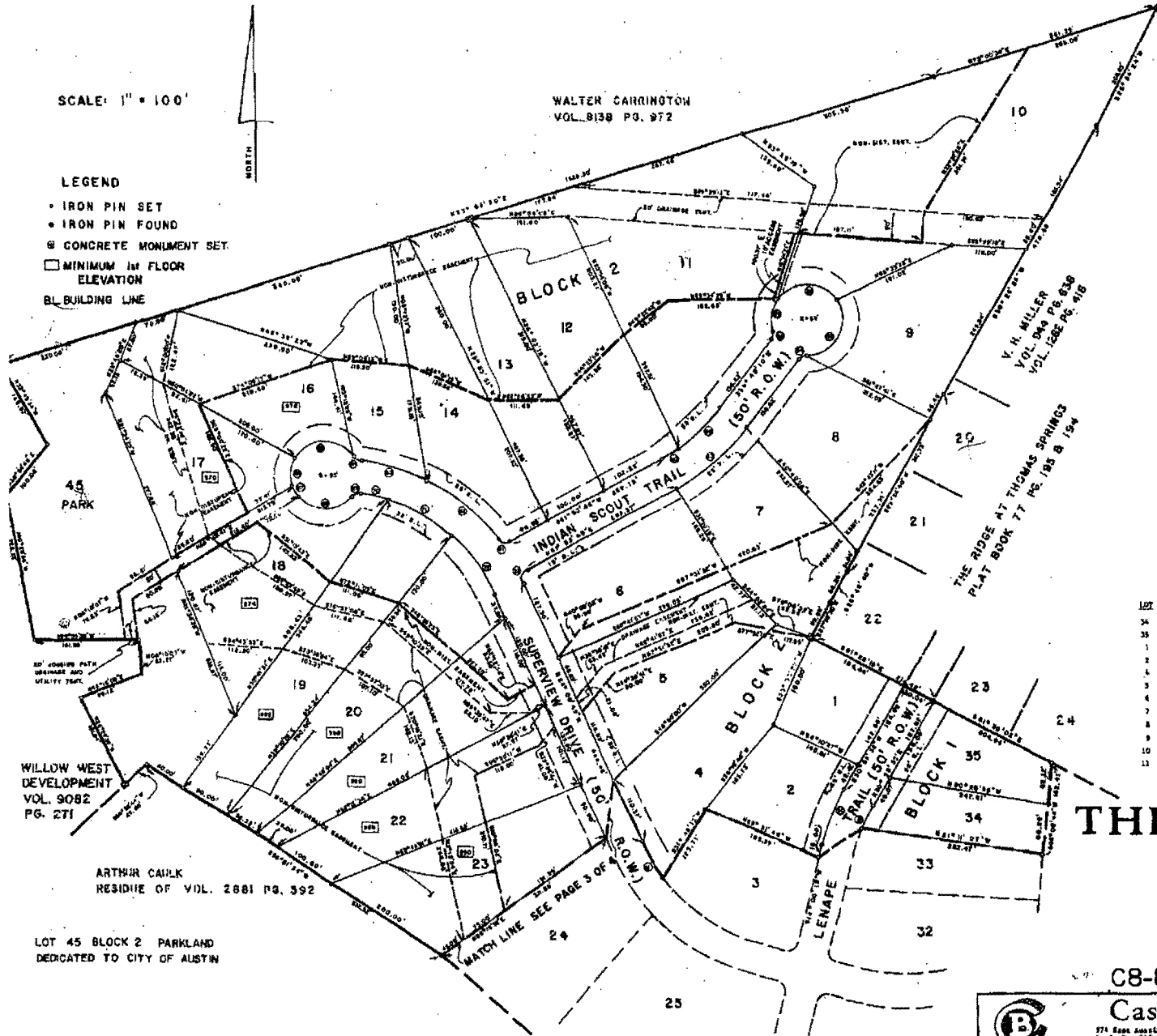
Cash & Boden, Inc.
 574 East Austin
 P. O. Box 602, Buda, TX 78943
 (409) 542-1267
 2512 N. Lamar Blvd., Suite 5-123
 P. O. Box 190993, Austin, TX 78718
 (512) 533-4356

SCALE: 1" = 100'



LEGEND

- IRON PIN SET
- IRON PIN FOUND
- ⊗ CONCRETE MONUMENT SET
- MINIMUM 1st FLOOR ELEVATION
- BL BUILDING LINE



WALTER CARRINGTON
 VOL. 8138 PG. 972

V. H. MILLER
 VOL. 846 PG. 638
 VOL. 1288 PG. 418

WILLOW WEST
 DEVELOPMENT
 VOL. 9082
 PG. 271

ARTHUR CAULK
 RESIDUE OF VOL. 2681 PG. 392

LOT 45 BLOCK 2 PARKLAND
 DEDICATED TO CITY OF AUSTIN

CURVE DATA

CURVE NO.	RADIUS	ARC	CHORD	CHORD BEARING
48	275.00'	40.04'	40.00'	N 26° 46' 16" E
50	585.00'	94.28'	93.91'	N 22° 29' 25" E
51	275.00'	58.03'	58.93'	N 30° 38' 43" E
52	15.00'	12.23'	20.47'	N 18° 51' 50" E
53	125.00'	143.09'	141.84'	N 49° 16' 37" E
54	15.00'	14.44'	13.88'	N 64° 16' 40" E
55	58.00'	184.37'	97.74'	N 29° 03' 26" E
56	55.00'	183.38'	89.17'	N 68° 27' 04" E
57	59.00'	38.94'	36.35'	N 09° 05' 40" E
58	15.00'	14.44'	13.69'	N 08° 05' 40" E
59	275.00'	91.06'	90.62'	N 44° 09' 11" W
60	275.00'	50.02'	30.00'	S 28° 46' 08" W
61	15.00'	31.08'	19.38'	N 77° 52' 03" W
62	325.00'	145.23'	143.93'	N 50° 25' 25" W
63	325.00'	145.23'	144.77'	N 78° 37' 30" W
64	15.00'	12.12'	12.72'	N 68° 39' 38" W
65	33.00'	114.54'	94.74'	S 89° 43' 20" W
66	55.00'	44.17'	44.83'	S 05° 01' 42" W
67	55.00'	20.23'	20.09'	N 28° 29' 19" E
68	15.00'	97.67'	83.13'	N 29° 13' 25" W
69	15.00'	16.04'	15.29'	N 89° 07' 13" W
70	275.00'	41.02'	41.18'	N 73° 35' 11" W
71	275.00'	114.81'	114.00'	N 59° 31' 48" W
72	375.00'	112.11'	113.58'	N 35° 52' 58" W

LOT AREAS

LOT	MOCK	AREA	LOT	MOCK	AREA
34	1	0.301 Ac.	12	1	1.243 Ac.
35	1	0.301 Ac.	13	2	1.069 Ac.
1	2	0.318 Ac.	14	1	1.029 Ac.
2	1	0.590 Ac.	15	2	1.248 Ac.
3	2	1.002 Ac.	16	2	1.068 Ac.
4	2	0.616 Ac.	17	2	1.001 Ac.
5	2	0.616 Ac.	18	2	1.161 Ac.
6	2	1.025 Ac.	19	2	1.218 Ac.
7	2	1.013 Ac.	20	2	1.234 Ac.
8	2	1.013 Ac.	21	2	1.009 Ac.
9	2	1.124 Ac.	22	2	1.112 Ac.
10	2	1.124 Ac.	23	2	1.050 Ac.
11	2	1.255 Ac.	24	2	1.875 Ac.

THE OVERLOOK ESTATES PHASE 1

PAGE 4 of 4

C8-85-110.1(86)

Cash & Boden, Inc.



274 Ross Avenue
 P. O. Box 901, Cedarburg, TX 75248
 (409) 542-1227

2536 N. Lamar Blvd., Suite 1-121
 P. O. Box 180219, Austin, TX 78718
 (512) 431-0338



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

**EASEMENT REQUIREMENT STATEMENT FOR CONVERTING PUBLIC STREETS
TO PRIVATE STREETS**

Item #6 & #7

An application is being made to Travis County for the Conversion from Public Streets to Private Streets in Overlook Estates Phase I subdivision 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 approve the change from Public Street Easements to Private Street Easements as described in the accompanying document.

We do approve the change from Public Street Easements to Private Street Easements as described in the accompanying document. A map of the subject streets is attached. (Note: this approval is with the understanding that we will not be denied access to our facilities.)



Signature



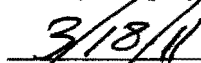
Printed Name



Title



Utility Company or District



Date

Please return this completed form to:
David Knoll
c/o Thompson Land Engineering, LLC
904 N. Cuernavaca
Austin, Texas 78733



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

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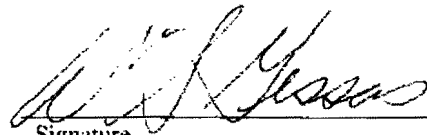
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Signature

W. M. S. GESSAS

Printed Name

MGR DESIGN AT&T (CONTRACTOR)

Title

AT&T

Utility Company or District

3-23-2011

Date

Please return this completed form to:
David Knoll
c/o Thompson Land Engineering, LLC
904 N. Cuernavaca
Austin, Texas 78733



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

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Signature

AARON BERRY
Printed Name

DESIGN SUPERVISOR
Title

TIME WARNER CABLE, INC
Utility Company or District

3/24/2011
Date

Please return this completed form to:
David Knoll
c/o Thompson Land Engineering, LLC
904 N. Cuernavaca
Austin, Texas 78733



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

**EASEMENT REQUIREMENT STATEMENT FOR CONVERTING PUBLIC STREETS
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Angela Baez
Signature

ANGELA BAEZ
Printed Name

Project Coordinator
Title

Austin Water Utility
Utility Company or District

December 6, 2011
Date

Please return this completed form to:
Robert C. (Ric) Thompson, P.E.
c/o Thompson Land Engineering, LLC
904 N. Cuernavaca
Austin, Texas 78733



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

**EASEMENT REQUIREMENT STATEMENT FOR CONVERTING PUBLIC STREETS
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Joe R. Almazan
Signature

JOE R. ALMAZAN
Printed Name

DEVELOPMENT SERVICES PROCESS
Title COORDINATOR

CITY OF AUSTIN
Utility Company or District

12/21/2011
Date

Please return this completed form to:
Robert C. (Ric) Thompson, P.E.
c/o Thompson Land Engineering, LLC
904 N. Cuernavaca
Austin, Texas 78733



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIEBELMAN, EXECUTIVE MANAGER

411 West 19th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4549

**EASEMENT REQUIREMENT STATEMENT FOR CONVERTING PUBLIC STREETS
TO PRIVATE STREETS**

Item #6 & #7

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[Signature] 09/10/09
 Signature
Michael Lacey
 Printed Name
District Chief/Fire Marshal
 Title
Travis County ESD #3
 Utility Company or District
3/23/2011
 Date

Please return this completed form to:
David Knoll
c/o Thompson Land Engineering, LLC
904 N. Cucumyaan
Austin, Texas 78733



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GISELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

**EASEMENT REQUIREMENT STATEMENT FOR CONVERTING PUBLIC STREETS
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Signature

KRIS HAFEZIZADEH

Printed Name

DIRECTOR OF TRANSPORTATION

Title

AUSCIN ISD

Utility Company or District

12/15/11

Date

Please return this completed form to:
Robert C. (Ric) Thompson, P.E.
c/o Thompson Land Engineering, LLC
904 N. Cuernavaca
Austin, Texas 78733

(5) any wellands, as defined by federal or state law or regulation, affecting the Property; or
(6) any threatened or endangered species or their habitat affecting the Property.

8. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements

9. **CLOSING:**

A. The closing of the sale will be on or before 1/26/2012, ~~1/26/2012~~, or within 7 days after objections made under Paragraph 6D have been cured or waived whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy
- (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
- (5) If the Property is subject to a lease, Seller shall (i) deliver to Buyer the lease(s) and the move-in condition form signed by the tenant, if any, and (ii) transfer security deposits (as defined under §92.102, Property Code), if any, to Buyer. In such an event, Buyer shall deliver to the tenant a signed statement acknowledging that the Buyer has received the security deposit and is responsible for the return of the security deposit, and specifying the exact dollar amount of the security deposit

10. **POSSESSION:** Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

11. **SPECIAL PROVISIONS:** (Insert only factual statements and business details applicable to the sale. TREC rules prohibit licensees from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use)
See Addendum A and Exhibit A

Sellers are licensed real estate agents in the state of Texas

Buyer agrees to privatization of roads

Seller agrees to allow transfer of earnest money to another available lot should buyer choose to change lots to build on

12. **SETTLEMENT AND OTHER EXPENSES:**

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract

(b) Seller shall also pay an amount not to exceed \$ _____ to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; adjusted origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with



NOTICE OF PUBLIC HEARING

MAY 22, 2002 AT 9:00 AM
RIGHT OF WAY EASEMENT VACATION
TO APPROVE THE CHANGE IN STATUS
FROM PUBLIC STREETS TO PRIVATE
STREETS, THE OVERLOOK ESTATES
SECTION ONE SUBDIVISION IN PRECINCT
THREE

AT THE TRAVIS COUNTY
COMMISSIONERS COURTROOM
315 WEST 4TH STREET
FIRST FLOOR, AUSTIN
FOR MORE INFORMATION CALL 854-7564





NOTICE OF PUBLIC HEARING

MAY 22, 2012 AT 9:00 AM

RIGHT of WAY EASEMENT VACATION

**TO APPROVE THE CHANGE IN STATUS
FROM PUBLIC STREETS TO PRIVATE
STREETS, THE OVERLOOK ESTATES
SECTION ONE SUBDIVISION IN PRECINCT
THREE**

**AT THE TRAVIS COUNTY
COMMISSIONERS COURTROOM
314 WEST 11th STREET
FIRST FLOOR), AUSTIN**

FOR MORE INFORMATION CALL 854-7564



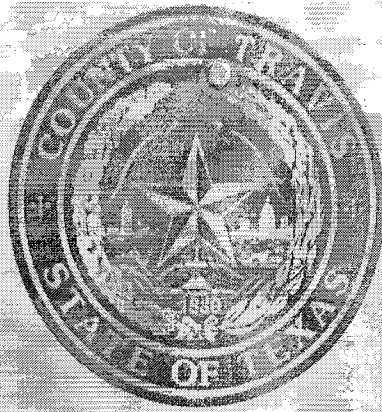
NOTICE OF PUBLIC HEARING

MAY 22, 2012 AT 9:00 AM

RIGHT OF WAY EASEMENT VACATION
TO APPROVE THE CHANGE IN STATUS
FROM PUBLIC STREETS TO PRIVATE
STREETS THE OVERLOOK ESTATES
SECTION ONE SUBDIVISION IN PRECINCT
THREE

AT THE TRAVIS COUNTY
COMMISSIONERS COURTROOM
314 WEST 10TH STREET
FIRST FLOOR, AUSTIN

FOR MORE INFORMATION CALL 854-7543



NOTICE OF PUBLIC HEARING

MAY 22, 2012 AT 9:00 AM

RIGHT of WAY EASEMENT VACATION

**TO APPROVE THE CHANGE IN STATUS
FROM PUBLIC STREETS TO PRIVATE
STREETS, THE OVERLOOK ESTATES
SECTION ONE SUBDIVISION IN PRECINCT
THREE**

**AT THE TRAVIS COUNTY
COMMISSIONERS COURTROOM
314 WEST 11th STREET
(FIRST FLOOR), AUSTIN**

FOR MORE INFORMATION CALL 854-7564

CODE: 4115



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

RECEIVED

APR 18 2012

TNR

411 West 13th Street
Executive Office 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 Public-Private sign was posted on April 23, 2012, on the intersection of Lenape Train and Circle Drive and at the north end of the Overlook Estates Section 1 subdivision at a point as near as practical to the area being vacated, and was also posted at the Travis County Courthouse.

CERTIFIED THIS THE 24 DAY OF April, 2012.

SIGNATURE: Jaime Garcia

NAME (PRINT): Jaime Garcia

TITLE: TNR R/B Supervisor

cc: Garcia (sign shop)



NOTICE OF PUBLIC HEARING

MAY 22, 2012 AT 9:00 AM

RIGHT OF WAY EASEMENT VACATION

**TO APPROVE THE CHANGE IN STATUS
FROM PUBLIC STREETS TO PRIVATE
STREETS, THE OVERLOOK ESTATES
SECTION ONE SUBDIVISION
IN PRECINCT THREE**

**AT THE TRAVIS COUNTY
COMMISSIONERS COURTROOM
314 WEST 11th STREET
(FIRST FLOOR), AUSTIN**

FOR MORE INFORMATION CALL 854-7564



CODE: 4115

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

411 West 13th Street
Executive Office Building
P.O. Box 1748
Austin, Texas 78767
tel 512-854-9385
fax 512-854-4649

TRC

AFFIDAVIT OF POSTING

TO: County Judge
County Commissioners
Travis County, Texas

A Public Notice of Public-Private sign was posted on May 3, 2012, on the intersection of Thomaswood Lane and Thomas Springs Road at a point as near as practical to the area being vacated, and was also posted at the Travis County Courthouse.

CERTIFIED THIS THE 7 DAY OF May, 2012.

SIGNATURE: Jaime Garcia

NAME (PRINT): Jaime Garcia

TITLE: Inv/ R&B Supervisor

cc: Garcia (sign shop)

**ORDER OF THE TRAVIS COUNTY COMMISSIONERS COURT
CONVERTING LENAPE TRAIL, LENAPE COVE, SUPERVIEW DRIVE, AND INDIAN
SCOUT TRAIL TO PRIVATE STREETS**

WHEREAS, the streets and roads in the Overlook Estates Phase 1, a subdivision recorded at Vol. 86, Page 152d - 153c, Travis County Plat Records, were dedicated to the public in 1986, and the new owners want to apply to the Commissioners Court to change the status of the streets from public to private; and

WHEREAS, the streets have not been accepted by Travis County; and

WHEREAS, on application by the attorney for the property owners of the Overlook Estates Phase 1, a request was received and a Public Hearing held on July 30, 2013, in the Travis County Commissioners Court ("the Court") to consider whether the following roads and streets, each of which connect directly or indirectly to Circle Drive (collectively, "the Public Roads") should be converted from public county roads and streets to private roads and streets through their abandonment by Travis County:

Lenape Trail, Lenape Cove, Superview Drive, and Indian Scout Trail hereinafter referred to collectively as ("the Streets"); and

WHEREAS, the Overlook Estates Phase 1 HOA, Inc., (OEP1HOA) a validly existing nonprofit corporation, will maintain the streets when the construction is complete and the Court is notified of completion of construction of the streets and drainage; and

WHEREAS, by virtue of the aforementioned actions, OEP1HOA, Inc. has assumed authority and responsibility to pay applicable taxes on and maintain the Streets and established easements for utilities, drainage, emergency service providers, and other public service providers so that abandonment of the Streets will not substantially impair the rights of the utilities, service providers, and any and all land owners who rely on or use the Streets for access; and

WHEREAS, the City of Austin, in whose extraterritorial jurisdiction the Streets are located, has consented to the conversion of the county streets and roads in its extraterritorial jurisdiction from public to private by adoption of Section 30-2-159, Austin/Travis County Subdivision Regulations; and

WHEREAS, the requisite 20-day notices were posted, and the Court held a public hearing to consider and provide an opportunity for public comment on this matter; and

WHEREAS, the Court finds that the abandonment of the Streets will not substantially interfere with the access rights of any affected land owner.

ORDER – Overlook Estates Phase 1

Page 2

NOW, THEREFORE, THE COURT FINDS AND ORDERS THAT:

1. The recitals to this Order are true and correct and are incorporated herein.
2. The Streets are hereby classified as third class streets.
3. The Streets are hereby abandoned and the public's interest in the right-of-way is relinquished, except as to the easements for utilities, drainage, and public service agencies established by such declarations and agreements.

ORDERED by unanimous vote on _____, 2013.

Samuel T. Biscoe
Travis County Judge

Ron Davis
Commissioner, Precinct 1

Bruce Todd
Commissioner, Precinct 2

Gerald Daugherty
Commissioner, Precinct 3

Margaret Gomez
Commissioner, Precinct 4



Travis County Commissioners Court Agenda Request

Meeting Date: July 30, 2013

Prepared By: Michael Hettenhausen **Phone #:** (512) 854-7563

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

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

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

MB

AGENDA LANGUAGE:

Consider and take appropriate action on the following requests:

- A) A plat for recording: Sola Vista Section 3 Final Plat (Long Form Plat - 27 Single Family Residential Lots - 35.8 acres - Cypress Ranch Boulevard - No ETJ) ; and
- B) A Subdivision Construction Agreement between Travis County and Lennar Homes of Texas Land and Construction, Ltd, in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

A) This long form final plat consists of 27 single-family residential lots on 35.8 acres. There are 4,075 linear feet of public streets proposed with this final plat, which originate from Cypress Ranch Boulevard. Water service will be provided by Cypress Ranch Water Control and Improvement District No. 1, and wastewater service will be provided by individual on-site sewage facilities. Parkland fees in lieu of dedication have been paid to Travis County in the amount of \$1,890.00.

The applicant posted \$495,088.25 to post full fiscal with the county, which allows the plat to be approved by Commissioners Court and recorded with the County Clerk.

B) The applicant proposes to enter into a subdivision construction agreement between Travis County and Lennar Homes of Texas Land and Construction, Ltd, to outline construction of the subdivision's infrastructure improvements.

STAFF RECOMMENDATIONS:

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

ISSUES AND OPPORTUNITIES:

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

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

EXHIBITS/ATTACHMENTS:

- Precinct map
- Location map
- Proposed final plat
- Copy of Subdivision Construction Agreement

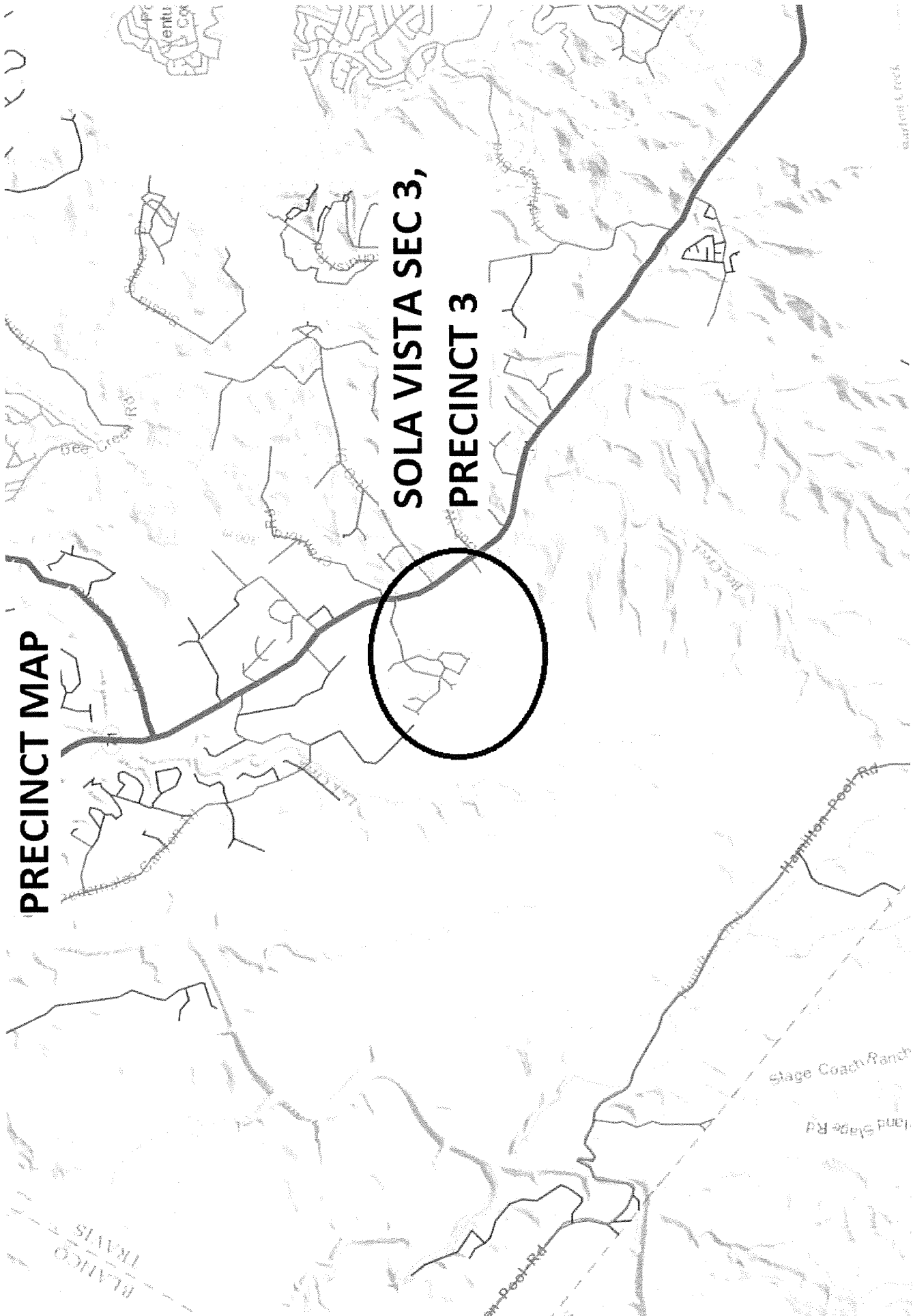
REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429

CC:

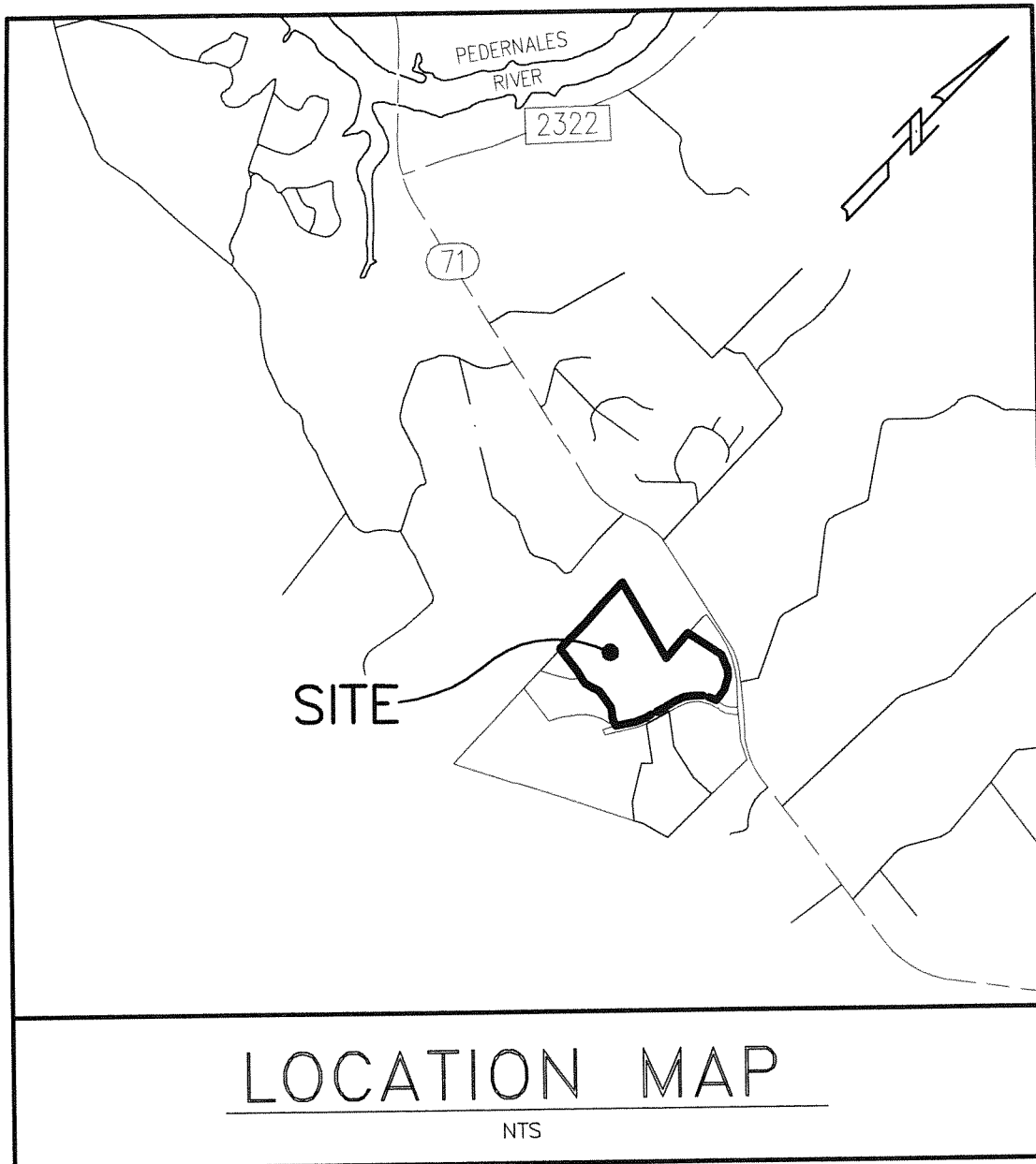
SM:AB:mh

1101 - Development Services Long Range Planning- Sola Vista Section 3 Final Plat



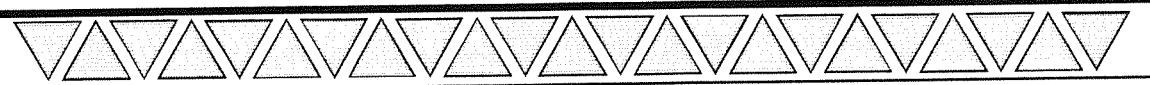
PRECINCT MAP

**SOLA VISTA SEC 3,
PRECINCT 3**



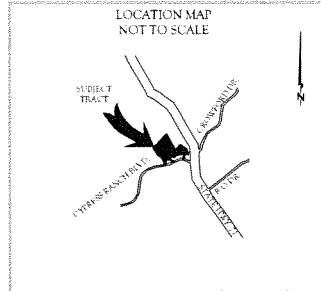
NOTE: THIS SITE IS LOCATED ENTIRELY OUTSIDE THE EDWARDS AQUIFER CONTRIBUTING ZONE

David T. Smith, P.E.



TxBPE FIRM F-3196
13200 BEE CAVE PARKWAY
BEE CAVE, TEXAS 78738
PHONE:

SOLA VISTA SECTION 3



TRAVIS COUNTY CONSUMER PROTECTION NOTICE FOR HOMEBUYERS

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

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

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

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

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS THAT LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., A TEXAS LIMITED PARTNERSHIP, ACTING HEREIN AND THROUGH FRED WYBORSKI, VICE PRESIDENT, OWNERS OF 35.842 ACRES LOCATED IN THE A B & M SURVEY NUMBER 37, ABSTRACT NUMBER 43, THE G W SCOTT SURVEY NO. 50, ABSTRACT NO. 2569 AND THE W C ROUNDTREE SURVEY NUMBER 63, ABSTRACT 2680, TRAVIS COUNTY, TEXAS AND BEING ALL OF THAT 35.842 ACRE TRACT CONVEYED TO LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., IN DOCUMENT NUMBER _____ OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. THE UNDERSIGNED OWNER DOES HEREBY SUBDIVIDE SAID 35.842 ACRES PURSUANT TO CHAPTER 212 OF THE LOCAL GOVERNMENT CODE OF TEXAS, IN ACCORDANCE WITH THIS PLAT, TO BE KNOWN AS SOLA VISTA SECTION 3, SUBJECT TO THE COVENANTS AND RESTRICTIONS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE PUBLIC, THE STREETS, AND EASEMENTS HEREON, SUBJECT TO ANY EASEMENTS AND OR RESTRICTIONS GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS ____ DAY OF _____, 201__ A.D.

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.,
A TEXAS LIMITED PARTNERSHIP

BY LENNAR TEXAS HOLDING COMPANY,
A TEXAS CORPORATION, GENERAL PARTNER

BY FRED WYBORSKI, VICE PRESIDENT

THE STATE OF TEXAS)
COUNTY OF TRAVIS)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS ____ DAY OF _____, 2013, BY FRED WYBORSKI IN THE CAPACITY OF VICE PRESIDENT OF LENNAR TEXAS HOLDING COMPANY, A TEXAS CORPORATION.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED TYPED NAME OF NOTARY

MY COMMISSION EXPIRES: _____

NO PORTION OF THIS TRACT LIES WITHIN THE DESIGNATED 100 YEAR FLOOD PLAIN AS DEFINED BY F.E.M.A. MAP 48453C01801I, DATED SEPTEMBER 26, 2008. THE AREAS WITHIN THE 100 YEAR FLOOD PLAIN ARE CONTAINED WITHIN THE DRAINAGE EASEMENTS

I, DAVID T. SMITH, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND DO HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

DAVID T. SMITH, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 67565
DAVID T. SMITH, P.E.
13200 BEE CAVE PARKWAY
BEE CAVE, TEXAS 78738

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

I, JOHN E. BRAUTIGAM, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION

PRELIMINARY NOT FOR RECORDATION

DATE

JOHN E. BRAUTIGAM
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 5057 STATE OF TEXAS
DELTA SURVEY GROUP, INC.
8213 BRODIE LANE, STE 102
AUSTIN, TEXAS 78745

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

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

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

THIS SUBDIVISION IS NOT LOCATED IN THE CITY OF AUSTIN'S EXTRA-TERRITORIAL JURISDICTION ON THIS THE ____ DAY OF _____, 201__.

GREG GUERNSEY, A.I.C.P., DIRECTOR
PLANNING AND DEVELOPMENT REVIEW DEPARTMENT

STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA DEBEAUVOIR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE ____ DAY OF _____, 201__ A.D., THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE ____ DAY OF _____, 201__ A.D.

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

DEPUTY

STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 201__ A.D. AT ____ O'CLOCK ____ M., DULY RECORDED ON THE ____ DAY OF _____, 201__ A.D. AT ____ O'CLOCK ____ M., OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NO. _____ OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS ____ DAY OF _____, 201__ A.D.

DANA DEBEAUVOIR, COUNTY CLERK,
TRAVIS COUNTY, TEXAS.

DEPUTY

NO OBJECT, INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT EXCEPT AS APPROVED BY TRAVIS COUNTY

PROPERTY OWNER AND OR HIS HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT

ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER AND/OR HIS/HER ASSIGNS.

A TRAVIS COUNTY SITE DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT

THIS PLAT IS IN TRAVIS COUNTY AND NO CITY'S ETJ

OCCUPANCY OF ANY LOT IS PROHIBITED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM OR APPROVED PRIVATE INDIVIDUAL SEWAGE DISPOSAL SYSTEM

OCCUPANCY OF ANY LOT IS PROHIBITED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY FOR THE PROPOSED DEVELOPMENT.

THE WATER SHALL BE SUPPLIED BY CYPRESS RANCH WCID #1

THE WASTEWATER SERVICE SHALL BE SUPPLIED BY OSSF

RESIDENT NOTE

A TEN (10) FOOT WIDE EASEMENT FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING PUBLIC UTILITIES IS RETAINED ALONG THE SIDES AND REAR OF ALL LOTS SHOWN HEREON

A TWENTYFIVE (25) FOOT WIDE EASEMENT FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING PUBLIC UTILITIES IS RETAINED ALONG THE FRONTS OF ALL LOTS SHOWN HEREON.

TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM PLAT NOTES:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE WASTEWATER (SEPTIC) SYSTEM THAT HAS BEEN APPROVED AND LICENSED FOR OPERATION BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A POTABLE WATER SUPPLY FROM AN APPROVED PUBLIC WATER SYSTEM

NO CONSTRUCTION MAY BEGIN ON ANY LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM ARE APPROVED BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM

DEVELOPMENT ON EACH LOT IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE TEXAS ADMINISTRATIVE CODE CHAPTER 285 AND CHAPTER 48 OF THE TRAVIS COUNTY CODE THAT ARE IN EFFECT AT THE TIME OF CONSTRUCTION

RESIDENTIAL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO ONE SINGLE FAMILY DWELLING AND APPURTENANT STRUCTURES PER LOT

THE SIZE OF THE HOME PLACED ON LOTS 4, 27, 30, & 31, BLOCK A, LOTS 40, 42, & 47, BLOCK B, AND LOTS 58 & 59, BLOCK C MAY BE VERY LIMITED DUE TO THE AMOUNT OF AREA AVAILABLE TO PLACE AN ON-SITE SEWAGE FACILITY

THESE RESTRICTIONS ARE ENFORCEABLE BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM

STACEY SCHEFFEL
ON-SITE WASTEWATER PROGRAM
TRAVIS COUNTY - TNR

DATE

WATERWAY BUFFER ZONE PLAT NOTE:

THE WATERWAY BUFFER ZONE EASEMENT IS FOR THE PROTECTION OF THE ENVIRONMENT BY IMPROVING THE QUALITY OF STORMWATER RUNOFF FROM DEVELOPED LANDS. THE NATIVE LAND OR MANAGEMENT PRACTICES WITHIN THE EASEMENT ARE TO HELP MAINTAIN CLEAN WATER IN CREEKS, RIVERS AND LAKES. NO STRUCTURES OR IMPROVEMENTS, OTHER THAN NATIVE PLANT ENHANCEMENT OR MAINTENANCE OF THE AREA IN ACCORDANCE WITH LCRA RULES, MAY BE PLACED OR PERFORMED WITHIN THE EASEMENT WITHOUT SPECIFIC PRIOR AUTHORIZATION AND APPROVAL IN WRITING FROM THE LCRA, ITS SUCCESSORS, ASSIGNS, OR OTHER GOVERNMENTAL ENTITY WITH AUTHORITY TO PERMIT SUCH IMPROVEMENT FOR PROTECTION OF THE ENVIRONMENT. THE EASEMENT SHALL BE MAINTAINED BY EACH LOT OWNER BY PRESERVING AND RESTORING NATIVE VEGETATION. THE EASEMENT MAY NOT BE AMENDED EXCEPT BY EXPRESS WRITTEN AGREEMENT OF THE LCRA, ITS SUCCESSORS OR ASSIGNS, OR OTHER GOVERNMENTAL ENTITY WITH PROPER AUTHORITY.

LOWER COLORADO RIVER AUTHORITY

DATE

USE	LAND USE SCHEDULE		
	AREA (SF)	AREA (AC)	# OF LOTS
RESIDENTIAL LOTS	1,316,122	30.214	27
ROW	245,156	5.628	
TOTAL	1,561,277	35.842	27
TOTAL OVERALL	1,561,277	35.842	27

TRAVIS COUNTY WATER QUALITY NOTES, COUNTY CODE CHAPTER 82

- NO CUT OR FILL ON ANY LOT MAY EXCEED 8 FEET, EXCLUDING DRIVEWAYS. (82.209(D))
- BUFFER ZONE EASEMENTS FOR ENVIRONMENTALLY VALUABLE FEATURES (82.209(C)), INCLUDING BLUFFS, CANYON RIMROCKS, POINT RECHARGE FEATURES, WETLANDS, SPRINGS, AND INCLUDING ALL DRAINAGE EASEMENTS DESIGNATED AS WATER QUALITY BUFFERS, HAVE THE FOLLOWING RESTRICTIONS:
 - NATURAL VEGETATIVE COVER MUST BE RETAINED TO THE MAXIMUM EXTENT PRACTICABLE.
 - CONSTRUCTION IS PROHIBITED.
 - WASTEWATER DISPOSAL OR IRRIGATION IS PROHIBITED.
 - RESIDENTIAL YARDS AND HIKING TRAILS MAY BE LOCATED WITHIN THE BUFFER IF AT LEAST 50 FEET FROM THE FEATURE.
- THE WATERWAY BUFFER ZONE EASEMENT MUST REMAIN UNDEVELOPED EXCEPT FOR:
 - FENCES WHICH DO NOT OBSTRUCT FLOOD FLOWS
 - PARK OR SIMILAR OPEN SPACE USE, LIMITED TO HIKING, JOGGING, OR WALKING TRAILS AND OUTDOOR FACILITIES, AND EXCLUDING STABLES AND CORRALS FOR ANIMALS, IS PERMITTED ONLY IF A PROGRAM OF FERTILIZER, PESTICIDE OR HERBICIDE USE IS APPROVED
 - UTILITY LINE CROSSINGS, IF DESIGNED AND CONSTRUCTED TO MINIMIZE SITE DISTURBANCE AND WATERWAY POLLUTION TO THE GREATEST EXTENT PRACTICABLE
 - DETENTION BASINS AND FLOODPLAIN ALTERATIONS ARE PERMITTED IF THE REQUIREMENTS OF CODE SECTION 82.207 AND OTHER PROVISIONS OF THIS CHAPTER ARE MET
- CONSTRUCTION ACTIVITIES ON INDIVIDUAL LOTS ARE REQUIRED TO IMPLEMENT TEMPORARY AND PERMANENT EROSION AND SEDIMENT CONTROLS (ESCS) FOR PROTECTION OF STORM WATER RUNOFF QUALITY. LOT CONSTRUCTION ACTIVITIES DISTURBING ONE ACRE AND GREATER, OR LESS THAN ONE ACRE AND PART OF A LARGER COMMON PLAN OF DEVELOPMENT, ARE ALSO REQUIRED TO IMPLEMENT A STORM WATER POLLUTION PREVENTION PLAN WITH BEST MANAGEMENT PRACTICES (BMPs) INCLUDING ESCS.
- THE OWNER SHALL BE RESPONSIBLE FOR MAINTAINING ANY AND ALL PERMANENT STORM WATER QUALITY CONTROLS REQUIRED BY THE TRAVIS COUNTY CODE OR THE TEXAS COMMISSION FOR ENVIRONMENTAL QUALITY (TCEQ) EDWARDS AQUIFER CONTRIBUTING ZONE PROGRAM, 30 TAC, CHAPTER 213, IN A PROPER MANNER CONSISTENT WITH COUNTY AND STATE STANDARDS. THESE RESPONSIBILITIES SHALL BE DESCRIBED IN A WRITTEN AGREEMENT SIGNED BY THE LANDOWNER AND PROVIDED TO THE COUNTY, IF DEEMED NECESSARY BY THE COUNTY PRIOR TO FINAL COMPLETION AND ACCEPTANCE OF ANY APPLICABLE IMPROVEMENTS. THE OWNER SHALL REMAIN RESPONSIBLE FOR MAINTENANCE UNTIL THE MAINTENANCE OBLIGATION IS EITHER ASSUMED IN WRITING BY ANOTHER ENTITY HAVING OWNERSHIP OR CONTROL OF THE PROPERTY, INCLUDING AN OWNERS' ASSOCIATION, A DISTRICT, OR A MUNICIPALITY, OR OWNERSHIP OF THE PROPERTY IS TRANSFERRED TO ANOTHER ENTITY. A COPY OF THE ASSUMPTION OR TRANSFER OF RESPONSIBILITY SHALL BE FILED WITH THE COUNTY WITHIN 30 DAYS OF THE TRANSFER.

PERMIT PLAT NOTE:

ALL PROPERTY HEREIN IS SUBJECT TO THE LOWER COLORADO RIVER AUTHORITY'S HIGHLAND LAKES WATERSHED ORDINANCE. WRITTEN NOTIFICATION AND/OR PERMITS ARE REQUIRED PRIOR TO COMMENCING ANY DEVELOPMENT ACTIVITIES. CONTACT LCRA WATERSHED MANAGEMENT AT 1-800-776-5272, EXTENSION 2324 FOR MORE INFORMATION.

SLOPE EASEMENT NOTE:

DRAINAGE AND LATERAL SUPPORT EASEMENTS TO THE LIMITS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC FOR THE CONSTRUCTION, MAINTENANCE, AND THE RIGHT TO PLACE EARTHEN FILL FOR DRAINAGE AND LATERAL SUPPORT FOR PUBLIC ROADWAYS ON THIS PLAT. PROPERTY OWNERS MAY USE THEIR PROPERTY WITHIN THESE EASEMENTS ONLY IN THOSE WAYS THAT ARE CONSISTENT WITH THE CONSTRUCTION, INSTALLATION, AND MAINTENANCE OF THE DRAINAGE AND LATERAL SUPPORT EASEMENTS DEDICATED HEREIN. PROPERTY OWNERS MAY DO NOTHING THAT WOULD IMPAIR, DAMAGE, OR DESTROY THE DRAINAGE AND LATERAL SUPPORT EASEMENTS. TRAVIS COUNTY AND ITS SUCCESSORS AND ASSIGNS HAVE THE RIGHT TO USE SO MUCH OF THE SURFACE OF THE PROPERTY WITHIN THE EASEMENTS AS MAY BE REASONABLY NECESSARY TO CONSTRUCT, INSTALL, AND MAINTAIN DRAINAGE AND LATERAL SUPPORT FACILITIES WITHIN THE EASEMENTS.

LOT 10 BLOCK A, AND LOT 49 BLOCK C ARE RESTRICTED TO A SINGLE DRIVEWAY ON TOPACIO DRIVE. LOT 58 BLOCK C, AND LOT 47 BLOCK B ARE RESTRICTED TO A SINGLE DRIVEWAY ON ESMERELDA DRIVE.

THE WATERWAY BUFFER ZONE EASEMENT IS DEFINED AS ALL OF THE AREA WITHIN AND 25' OFFSET FROM THE BOUNDARY OF THE DRAINAGE EASEMENT SHOWN ON THIS PLAT

THE 10 FOOT DRAINAGE EASEMENT ALONG ESMERELDA DRIVE ON LOTS 58, 59 AND 60, BLOCK C MAY BE CROSSED WITH A SINGLE RESIDENTIAL DRIVEWAY ON EACH LOT

STREET NAME	STREET WIDTH	STREET LENGTH
DIAMANTE DRIVE	24'	1620 L.F.
TOPACIO DRIVE	24'	224 L.F.
ESMERELDA/TURQUESA	24'	2231 L.F.
TOTAL:		4075 L.F.

Delta Survey Group Inc.
 4413 Boulder Lane, Ste. 102, Austin, TX 78745
 Office: (512) 282-5200 Fax: (512) 282-5220

- LEGEND**
- ◆ HIGHLIGHT
 - COTTON SPRINCLE SET
 - 1/2" SPIRIBOR ROD WITH PLASTIC THETA SURVEY CAP/SET
 - 1/2" SPIRIBOR ROD WITH PLASTIC THETA SURVEY CAP/FORM
 - 1/2" SPIRIBOR ROD (FORM)
 - IRON ROD WITH MAGNETIC CAP/FORM
 - L.A.S. LATHAL SURVEY FLASHMOUNT
 - I.M.S. IRON ROD FLASHMOUNT
 - D.E. DEPARTMENTAL PUBLIC RECORD, TRAVIS COUNTY TEXAS
 - OBJECTS IN ATTERBORO, TRAVIS COUNTY TEXAS
 - SIBERWALK
 - 25' WATERWAY BUFFER ZONE
 - DRINKAGE BASIN
 - BLOCK DIMENSION LINE



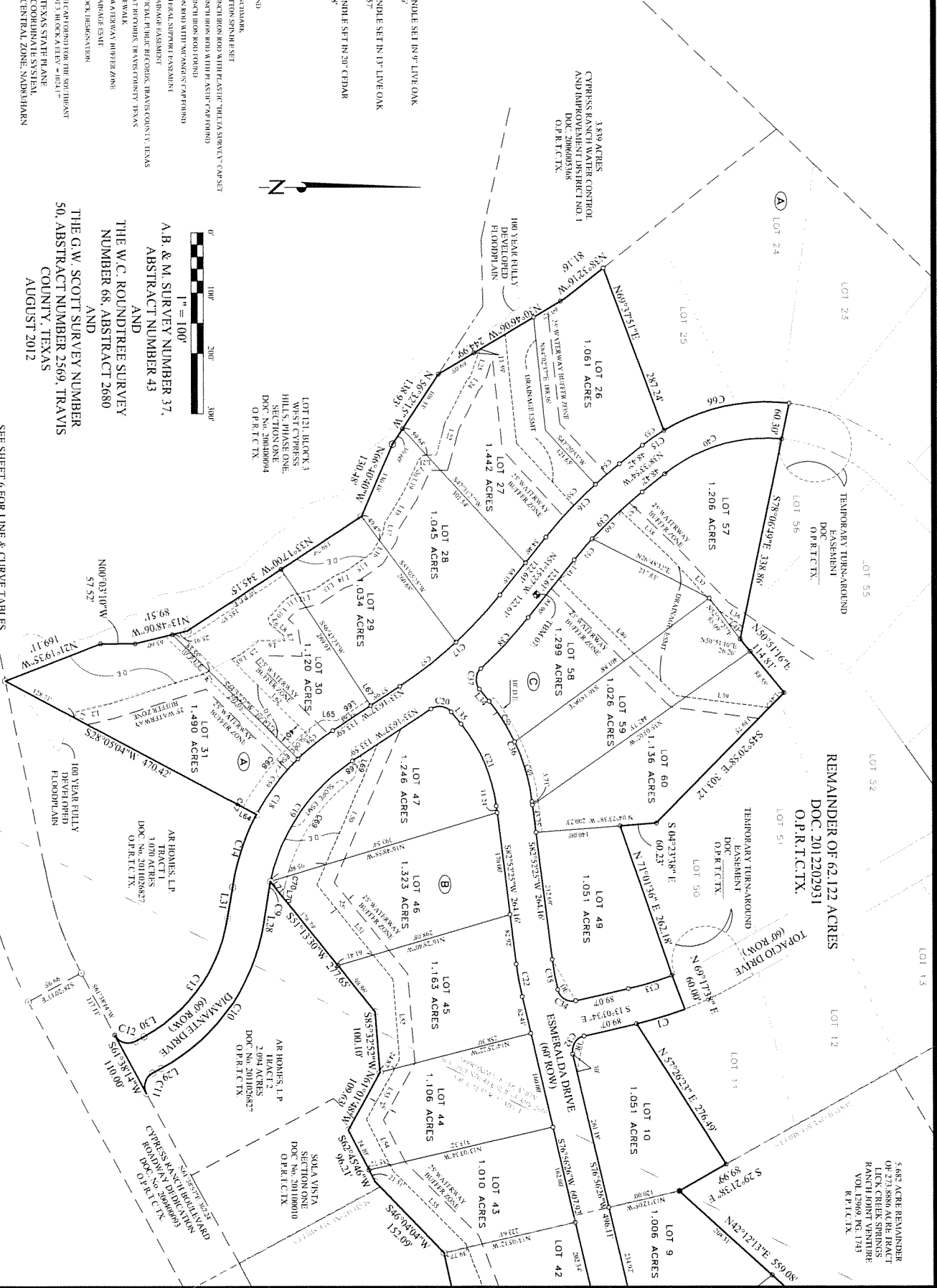
THE G.W. SCOTT SURVEY NUMBER
 50, ABSTRACT NUMBER 2569, TRAVIS
 COUNTY, TEXAS
 AUGUST 2012

THE W.C. ROUNDTREE SURVEY
 NUMBER 68, ABSTRACT 2680
 AND

A.B. & M. SURVEY NUMBER 37,
 ABSTRACT NUMBER 43
 AND

LOT 131, BLOCK 3
 WEST CYPRESS
 HILLS, PHASE ONE,
 SECTION ONE
 DOC. No. 20040004
 O.P.R.C.T.X.

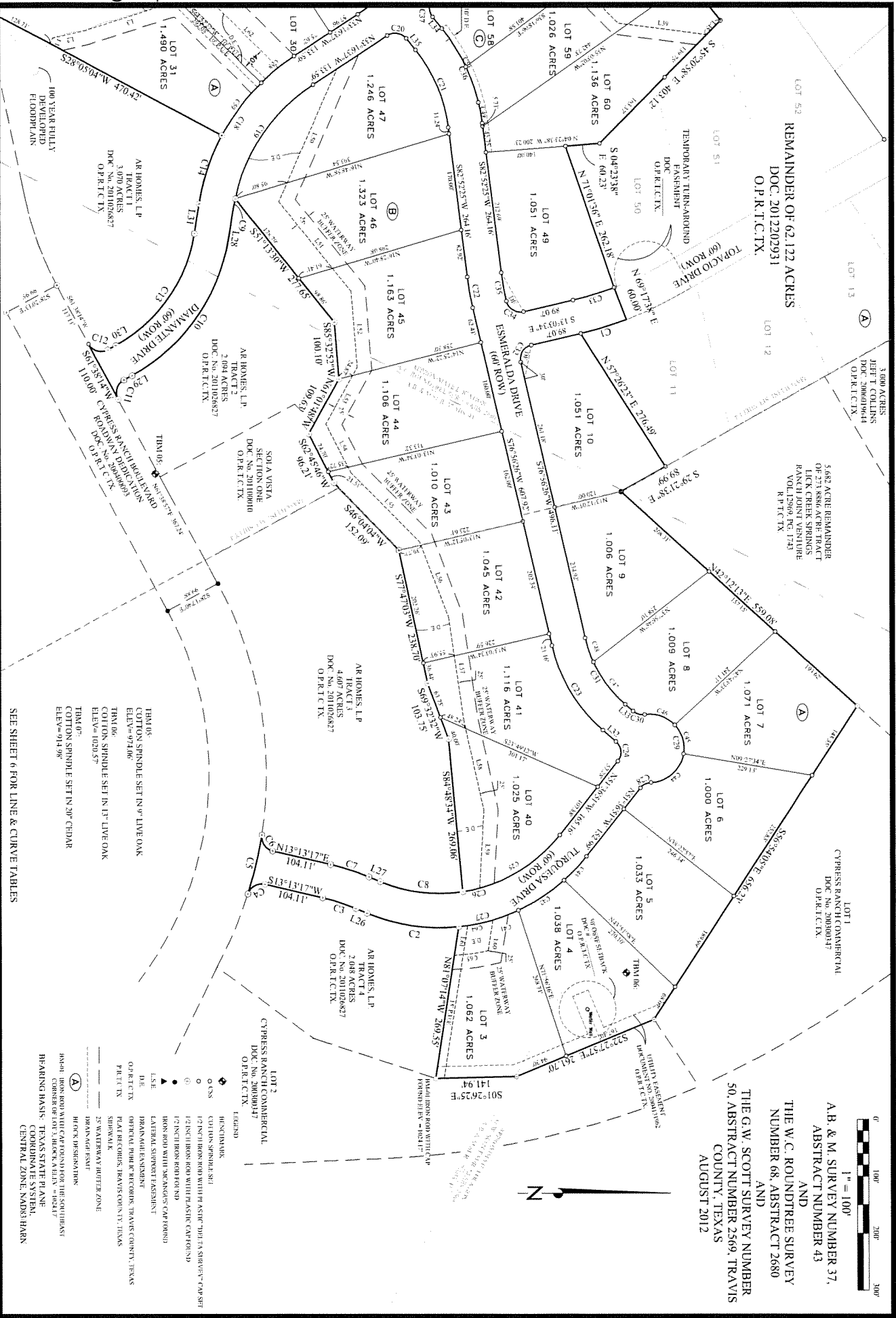
SEE SHEET 6 FOR LINE & CURVE TABLES



**SOLA VISTA
 SECTION 3**

Delta Survey Group Inc.
 4211 Fossil Lane, Ste. 102, Austin, TX, 78751
 office: (512) 282-5200 fax: (512) 282-5210

**SOLA VISTA
SECTION 3**



SEE SHEET 6 FOR LINE & CURVE TABLES

TBM 05
 COTTON SPINDLE SET IN 9" LIVE OAK
 ELEV=914.06
 TBM 06
 COTTON SPINDLE SET IN 1" LIVE OAK
 ELEV=929.57
 TBM 07
 COTTON SPINDLE SET IN 30" CEDAR
 ELEV=914.06

LOT 1
 CYPRESS RANCH COMMERCIAL
 DOC. NO. 20080947
 O.P.R.I.C.T.X.

LOT 2
 CYPRESS RANCH COMMERCIAL
 DOC. NO. 20080947
 O.P.R.I.C.T.X.

LOT 3
 AR HOMES, LP
 TRACT A
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 4
 AR HOMES, LP
 TRACT B
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 5
 AR HOMES, LP
 TRACT C
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 6
 AR HOMES, LP
 TRACT D
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 7
 AR HOMES, LP
 TRACT E
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 8
 AR HOMES, LP
 TRACT F
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 9
 AR HOMES, LP
 TRACT G
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 10
 AR HOMES, LP
 TRACT H
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 11
 AR HOMES, LP
 TRACT I
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 12
 AR HOMES, LP
 TRACT J
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 13
 AR HOMES, LP
 TRACT K
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 14
 AR HOMES, LP
 TRACT L
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 15
 AR HOMES, LP
 TRACT M
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 16
 AR HOMES, LP
 TRACT N
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 17
 AR HOMES, LP
 TRACT O
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 18
 AR HOMES, LP
 TRACT P
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 19
 AR HOMES, LP
 TRACT Q
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 20
 AR HOMES, LP
 TRACT R
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 21
 AR HOMES, LP
 TRACT S
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 22
 AR HOMES, LP
 TRACT T
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 23
 AR HOMES, LP
 TRACT U
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 24
 AR HOMES, LP
 TRACT V
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 25
 AR HOMES, LP
 TRACT W
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 26
 AR HOMES, LP
 TRACT X
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 27
 AR HOMES, LP
 TRACT Y
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 28
 AR HOMES, LP
 TRACT Z
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 29
 AR HOMES, LP
 TRACT AA
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 30
 AR HOMES, LP
 TRACT AB
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 31
 AR HOMES, LP
 TRACT AC
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 32
 AR HOMES, LP
 TRACT AD
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 33
 AR HOMES, LP
 TRACT AE
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 34
 AR HOMES, LP
 TRACT AF
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 35
 AR HOMES, LP
 TRACT AG
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 36
 AR HOMES, LP
 TRACT AH
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 37
 AR HOMES, LP
 TRACT AI
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 38
 AR HOMES, LP
 TRACT AJ
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 39
 AR HOMES, LP
 TRACT AK
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 40
 AR HOMES, LP
 TRACT AL
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 41
 AR HOMES, LP
 TRACT AM
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 42
 AR HOMES, LP
 TRACT AN
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 43
 AR HOMES, LP
 TRACT AO
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 44
 AR HOMES, LP
 TRACT AP
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 45
 AR HOMES, LP
 TRACT AQ
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 46
 AR HOMES, LP
 TRACT AR
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 47
 AR HOMES, LP
 TRACT AS
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 48
 AR HOMES, LP
 TRACT AT
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 49
 AR HOMES, LP
 TRACT AU
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 50
 AR HOMES, LP
 TRACT AV
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 51
 AR HOMES, LP
 TRACT AW
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 52
 AR HOMES, LP
 TRACT AX
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 53
 AR HOMES, LP
 TRACT AY
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 54
 AR HOMES, LP
 TRACT AZ
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 55
 AR HOMES, LP
 TRACT BA
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 56
 AR HOMES, LP
 TRACT BB
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 57
 AR HOMES, LP
 TRACT BC
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 58
 AR HOMES, LP
 TRACT BD
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

LOT 59
 AR HOMES, LP
 TRACT BE
 2.048 ACRES
 DOC. NO. 20102687
 O.P.R.I.C.T.X.

A.B. & M. SURVEY NUMBER 37,
 ABSTRACT NUMBER 43
 AND
 THE W.C. ROUNDTREE SURVEY
 NUMBER 68, ABSTRACT 2680
 AND
 THE G.W. SCOTT SURVEY NUMBER
 50, ABSTRACT NUMBER 2569, TRAVIS
 COUNTY, TEXAS
 AUGUST 2012



EASEMENT LINE AND CURVE TABLES

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	BEARING	DELTA ANGLE
C1	630.00	84.08	84.02	S 16°52'58" E	07°38'48"
C2	330.00	165.13	165.42	S 00°19'20" W	28°40'16"
C3	330.00	69.94	69.87	S 3°°56'22" W	04°26'11"
C4	24.00	37.37	33.99	S 29°36'15" E	85°59'04"
C5	700.00	108.31	108.21	N 76°46'50" W	68°43'05"
C6	24.00	37.37	33.99	N 56°02'42" E	85°38'51"
C7	430.00	70.82	70.74	N 17°56'22" E	09°26'11"
C8	270.00	145.44	145.60	N 00°54'19" E	31°59'18"
C9	320.00	18.50	18.50	S 70°58'33" E	03°18'43"
C10	330.00	303.78	293.17	S 54°43'38" E	52°44'37"
C11	24.00	39.27	35.36	S 73°21'32" E	00°06'27"
C12	24.00	39.27	35.36	N 16°38'28" E	89°49'53"
C13	270.00	248.85	239.87	N 58°43'38" W	53°14'37"
C14	300.00	127.22	126.83	N 71°30'29" W	19°10'54"
C15	330.00	45.97	41.88	N 14°45'09" W	07°37'50"
C16	780.00	172.70	172.44	S 44°54'41" E	12°41'33"
C17	720.00	225.95	225.02	S 42°16'02" E	17°58'50"
C18	300.00	317.17	308.04	S 57°11'57" E	47°49'19"
C19	319.98	248.70	242.40	N 45°12'33" W	44°31'57"
C20	24.00	37.56	34.13	N 08°06'13" E	86°04'56"
C21	270.00	149.52	147.62	N 67°00'33" E	31°43'44"
C22	430.00	84.88	84.80	N 79°42'26" E	05°55'50"
C23	290.00	115.99	113.11	N 55°00'03" E	36°00'55"
C24	24.00	38.16	34.50	N 84°39'25" E	87°27'28"
C25	270.00	201.68	197.62	S 36°14'45" E	42°47'51"
C26	270.00	350.20	326.16	N 14°29'15" W	74°18'51"
C27	330.00	421.97	398.60	S 14°28'58" E	74°19'18"
C28	24.00	31.68	21.00	N 50°46'29" E	49°40'49"
C29	60.00	195.63	119.79	N 84°39'25" E	186°47'03"
C30	24.00	21.68	21.00	N 16°05'11" E	49°40'47"
C31	220.00	138.28	136.01	N 58°56'03" E	36°00'45"
C32	24.00	39.27	35.36	S 58°01'14" W	90°00'00"
C33	570.00	76.07	76.02	N 10°52'58" W	07°38'48"
C34	24.00	39.17	35.28	N 31°49'26" E	89°45'00"
C35	470.00	50.58	50.50	N 79°42'26" E	06°10'00"
C36	330.00	162.75	160.42	N 67°00'33" E	31°43'44"
C37	24.00	37.56	34.13	S 85°48'50" E	86°04'56"
C38	780.00	115.51	115.40	S 47°00'55" E	08°59'05"
C39	720.00	149.50	149.17	S 44°44'41" E	13°41'33"
C40	270.00	208.08	202.97	S 16°29'13" E	44°09'32"
C41	330.00	108.50	108.01	S 15°25'58" E	18°50'19"
C42	330.00	96.47	96.17	S 13°13'40" E	18°48'24"
C43	330.00	52.75	52.68	S 46°37'19" E	10°10'36"
C44	60.00	82.35	76.04	S 41°15'14" E	78°38'20"
C45	60.00	54.68	52.81	N 73°19'09" E	52°12'54"
C46	60.00	58.60	56.30	N 19°13'48" E	55°57'49"
C47	221.37	93.38	92.69	S 53°05'20" W	24°11'19"
C48	220.00	44.89	44.85	S 73°05'43" W	11°41'26"
C49	330.00	101.42	101.00	S 75°53'45" W	17°47'21"
C50	330.00	79.33	79.14	S 58°01'53" W	13°46'23"
C51	720.00	45.13	45.12	N 49°20'16" W	03°38'21"
C52	720.00	113.77	113.65	N 43°05'50" W	09°03'11"
C53	330.00	43.92	43.88	N 34°45'09" W	07°37'50"
C54	780.00	52.45	52.44	N 40°28'29" W	03°51'10"
C55	780.00	120.34	120.22	N 46°56'16" W	08°50'23"
C56	720.00	107.00	106.56	S 16°50'53" E	08°51'10"
C57	720.00	118.89	118.70	S 38°06'27" E	09°27'40"
C58	300.00	24.60	24.54	N 38°54'21" W	11°15'28"
C59	378.42	115.59	114.94	N 45°15'06" W	17°28'18"
C60	720.00	66.10	66.10	N 44°59'18" W	05°15'35"
C61	670.00	25.71	25.70	N 49°44'34" W	02°11'54"
C62	780.00	84.63	84.62	N 48°53'01" W	04°44'59"
C63	830.00	55.04	55.03	N 48°24'14" W	03°47'57"
C64	330.00	60.80	60.78	S 11°1'50" E	10°34'03"
C65	330.00	59.48	59.39	S 07°16'47" E	10°19'35"
C66	330.00	217.00	213.18	S 12°06'20" E	37°41'22"
C67	405.23	0.10	0.10	S 01°50'05" E	0°00'00"
C68	405.00	195.46	194.54	S 40°31'53" E	27°47'36"
C69	295.00	214.44	209.85	S 56°5'50" E	41°40'09"
C70	295.00	17.06	17.05	S 79°27'11" E	3°18'46"

LINE	BEARING	DISTANCE
L1	S 67°12'52" E	16.55
L2	S 13°12'29" E	58.79
L3	S 17°30'05" E	158.60
L4	N 27°16'10" W	11.73
L5	S 37°24'01" E	37.63
L6	S 00°34'45" W	42.87
L7	S 81°37'40" W	9.14
L8	S 41°06'33" W	52.16
L9	S 79°22'53" W	7.27
L10	N 47°41'36" W	42.73
L11	N 34°19'23" W	11.61
L12	N 14°22'08" W	39.87
L13	N 33°44'16" E	43.00
L14	S 20°45'10" E	17.56
L15	N 34°58'49" W	53.51
L16	S 58°53'04" E	34.67
L17	S 78°23'38" E	21.19
L18	S 50°17'04" E	59.41
L19	S 65°00'28" E	59.31
L20	N 40°32'00" W	20.42
L21	N 00°02'54" E	4.72
L22	S 74°12'40" E	54.07
L23	S 82°48'58" E	76.36
L24	N 50°38'40" W	12.10
L25	S 70°41'48" E	48.00
L26	S 22°30'28" W	21.61
L27	N 22°39'28" E	21.61
L28	S 83°05'56" E	52.76
L29	S 28°21'19" E	16.35
L30	N 28°21'19" W	16.37
L31	N 81°03'56" W	52.76
L32	S 40°58'41" W	30.47
L33	N 40°55'41" E	18.29
L34	N 41°08'41" E	24.95
L35	S 41°08'41" W	24.95
L36	S 13°52'43" W	44.10
L37	S 46°58'00" W	121.25
L38	S 45°18'46" W	115.34
L39	S 07°24'19" W	156.52
L40	S 44°58'59" W	273.66
L41	S 78°06'49" E	21.00
L42	N 41°12'37" W	40.71
L43	S 45°20'58" E	33.81
L44	S 45°20'58" E	25.00
L45	S 47°31'27" W	172.33
L46	S 01°42'14" E	26.12
L47	S 43°29'25" W	50.00
L48	S 40°23'06" W	254.06
L49	S 41°13'36" W	201.65
L50	S 85°32'52" W	133.22
L51	N 61°01'48" W	113.88
L52	S 82°45'46" W	88.98
L53	N 45°08'03" E	171.20
L54	S 68°56'01" W	141.69
L55	S 81°39'18" W	184.41
L56	N 73°17'10" E	159.88
L57	S 69°48'32" E	136.01
L58	S 81°07'14" E	55.05
L59	S 81°07'14" E	50.64
L60	S 44°52'27" W	196.10
L61	N 27°36'10" W	16.93
L62	N 58°07'04" E	28.00
L63	S 02°18'39" W	25.71
L64	S 53°17'21" E	50.71
L65	N 46°43'23" E	10.01
L66	S 53°16'31" E	16.82
L67	S 72°11'22" E	40.39
L68	S 81°06'40" E	3.84
L69	S 41°13'36" W	33.17

COPY

EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This Agreement is made and entered into by and between **Lennar Homes of Texas Land and Construction, Ltd.**, (the "Subdivider") and Travis County, Texas, (the "County"), hereinafter collectively referred to as the "Parties".

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

WHEREAS, the Subdivider desires to subdivide the Property, pursuant to the proposed final plat of "**Sola Vista Section 3**" (the "Subdivision"); and

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

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

NOW, THEREFORE, the Parties agree as follows:

I. Subdivider's Obligations

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

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

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

recording, provided adequate fiscal security has been posted to secure the one year Construction Performance Period described below.

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

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

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

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

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

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

as appropriate, the Security provided by the Subdivider, if the County accepts a substitute Security for all or any portion of the Improvements.

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

II. County's Obligations

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

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

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

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

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

e. The determination by the Commissioners Court that the completion of one or more of the public Improvements is in the public Interest.

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

F. Use of Proceeds.

1) The County must utilize the proceeds of any posted security solely for the purpose of completing the Improvements to the County's Standards or to correct defects in or failures of the Improvements.

2) The County may in its sole discretion complete some or all of the unfinished Improvements at the time of default, regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced, without incurring any obligation to complete any of the unfinished Improvements. If the County uses the proceeds to complete, repair, or reconstruct the Improvements, it will do so as a public trustee of the development process in order to protect purchasers and taxpayers from the adverse consequences of a subdivider default or to protect the public interest by completing the Improvements.

3) The County is not a private subdivision developer and its draft on the Security and utilization of the proceeds to complete, repair, or reconstruct the Improvements is not an acceptance of the dedication of the Improvements. The acceptance of the Improvements is specifically contingent upon the delivery to the County of Improvements, which have been constructed to County Standards or the express order of acceptance by the County's Commissioners Court.

4) The Subdivider has no claim or rights under this Agreement to funds drawn under the Security or any accrued interest earned on the funds to the extent the same are used by the County hereunder.

5) All funds obtained by the County pursuant to one or more draws under the Security shall be maintained by the County in an interest bearing account or accounts until such funds, together with accrued interest thereon (the "Escrowed Funds"), are disbursed by the County.

6) The County shall disperse all or portions of the Escrowed Funds as Improvements are completed by the County, or in accordance with the terms of a written construction contract between the County and a third party for the construction of the Improvements.

7) Escrowed Funds not used or held by the County for the purpose of completing an Improvement or correcting defects in or failures of an Improvement, together with any interest accrued thereon, shall be paid by the County to the Issuer of the Security or, if the Security was originally in the form of cash, to the Subdivider, no later than sixty (60) days following the County's acceptance of the Improvement or its decision not to complete the Improvements using Escrowed Funds, whichever date is earlier.

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

III. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

Subdivider: Lennar Homes of Texas Land and Construction, Ltd.
Attn: Ryan Mattox
12301 Research Blvd. Bldg. 4 Suite 450
Austin, Texas 78759

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

Copy to: Travis County Attorney's Office

P.O. Box 1748
Austin, Texas 78767

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

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

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

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

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

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

TRAVIS COUNTY, TEXAS

SUBDIVIDER:
**LENNAR HOMES OF TEXAS LAND
AND CONSTRUCTION, LTD.,**
a Texas limited partnership

County Judge

Date:

By: Lennar Texas Holding Company,
a Texas corporation, General Partner

By: _____
Fred Wyborski, Vice President

ACKNOWLEDGEMENT

THE STATE OF TEXAS)

COUNTY OF TRAVIS)

THIS INSTRUMENT was acknowledged before me on this 19 day of July, 2013, by Fred Wyborski, in the capacity of Vice President of LENNAR TEXAS HOLDING COMPANY, a Texas corporation.

Laurie Stephenson
NOTARY PUBLIC, STATE OF TEXAS

Laurie Stephenson
PRINTED/TYPED NAME OF NOTARY



MY COMMISSION EXPIRES: September 23 2015

After Recording Return to:

Executive Manager, Transportation and Natural Resources
P.O. Box 1748
Austin, Texas 78767

EXHIBIT A: METES AND BOUNDS DESCRIPTION OF PROPERTY

35.842 ACRES
AB&M SURVEY NO. 37
WC ROUNDTREE SURVEY NO. 68
GW SCOTT SURVEY NO. 50

Page 1 of 7

Exhibit " A "

DESCRIPTION OF A 35.842 ACRE TRACT PREPARED BY DELTA SURVEY GROUP INC., IN JUNE 2013, LOCATED IN THE A.B. & M. SURVEY NUMBER 37, ABSTRACT 43, AND THE W.C. ROUNDTREE SURVEY NUMBER 68, ABSTRACT 2680, AND THE G.W. SCOTT SURVEY NUMBER 50, ABSTRACT NUMBER 2569, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A 62.122 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 2012201931 OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 35.842 ACRE TRACT AS SHOWN ON THE ACCOMPANYING SKETCH BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with "DELTA SURVEY" cap found in the north right-of-way (ROW) line of Cypress Ranch Boulevard (ROW varies), same being the southeast corner of Lot 121, Block 3, West Cypress Hills, Phase One, Section One, a subdivision of record in Document Number 200400094 of the Official Public Records, Travis County, Texas, also being the southwest corner of a called 3.070 acre tract described in Document Number 2011026827, of the Official Public Records, Travis County, same being the south west corner of said 62.122 acre tract, for the **POINT OF BEGINNING**;

THENCE with the east line of said Lot 121, same being the west line of said 62.122 acre tract the following six (6) courses and distances:

1. N21°19'35"W a distance of 169.11 feet to a ½ inch iron rod with "DELTA SURVEY" cap found,
2. N00°03'10"W a distance of 57.52 feet to a ½ inch iron rod with "DELTA SURVEY" cap found,
3. N13°48'06"W a distance of 89.51 feet to an iron rod with "MCANGUS" cap found,
4. N33°17'00"W a distance of 345.15 feet to an iron rod with "MCANGUS" cap found,
5. N66°40'40"W a distance of 130.48 feet to a cotton spindle found, and
6. N56°32'15"W a distance of 138.93 feet to a ½ inch iron rod with "DELTA SURVEY" cap found for the southeast corner of a 3.839 acre tract described in Document Number 2006005368 of the Official Public Records, Travis, County, Texas;

THENCE with the east line of said 3.839 acre tract, same being west line of said 62.122 acre tract the following two (2) courses and distances:

1. N30°46'06"W a distance of 244.99 feet to an iron rod with "MCANGUS" cap found, and
2. N38°32'16"W a distance of 81.16 feet to a ½ inch iron rod with "DELTA SURVEY" cap set;

THENCE leaving said common line, crossing said 62.122 acre tract, the following ten (10) courses and distances:

35.842 ACRES

Page 2 of 7

AB&M SURVEY NO. 37

WC ROUNDTREE SURVEY NO. 68

GW SCOTT SURVEY NO. 50

1. N69°37'51"E a distance of 287.24 feet to an ½ inch iron rod with "DELTA SURVEY" cap set,
2. with the arc of a curve to the right a distance of 217.08 feet, through a central angle of 37°41'22", having a radius of 330.00 feet, and whose chord bears N12°06'20"W, a distance of 213.18 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap set,
3. S78°06'49"E a distance of 399.16 feet to an ½ inch iron rod with "DELTA SURVEY" cap set,
4. N50°51'16"E a distance of 114.81 feet to an ½ inch iron rod with "DELTA SURVEY" cap set,
5. S45°20'58"E a distance of 303.12 feet to an ½ inch iron rod with "DELTA SURVEY" cap set,
6. S04°23'38"E a distance of 60.23 feet to an ½ inch iron rod with "DELTA SURVEY" cap set,
7. N71°01'36"E a distance of 262.18 feet to an ½ inch iron rod with "DELTA SURVEY" cap set,
8. N69°17'38"E a distance of 60.00 feet to an ½ inch iron rod with "DELTA SURVEY" cap set,
9. with the arc of a curve to the right a distance of 84.08 feet, through a central angle of 07°38'48", having a radius of 630.00 feet, and whose chord bears S 16°52'58"E, a distance of 84.02 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap set, and
10. N57°26'23"E a distance of 276.49 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap set in an east line of said 62.122 acre tract, same being in the west line of a called 273.8886 acre tract described in Volume 12969, Page 1743 of the Real Property Records, Travis, County, Texas;

THENCE with said common line, S29°21'38"E a distance of 89.99 feet to a ½ inch iron rod found for the south west corner of 273.8886 tract, same being a north ell corner of said 62.122 acre tract;

THENCE with the south line of said 273.886 tract, same being a north line of said 62.122 acre tract, N42°12'13"E a distance of 559.08 feet to an iron rod with "MCANGUS" cap found for the northwest corner of Lot 1, Cypress Ranch Commercial, a subdivision of record in Document Number 200300347 of the Official Public Records, Travis County, Texas;

THENCE with the west line of said Lot 1, same being an east line of said 62.122 acre tract, S56°54'05"E a distance of 656.23 feet to an iron rod with "MCANGUS" cap found for the southwest corner of said Lot 1, same being the northwest corner of Lot 2 of said Cypress Ranch Commercial subdivision;

THENCE with the west line of said Lot 2, same being east lines of said 62.122 acre tract the following two (2) courses and distances;

1. S22°27'57"E a distance of 261.70 feet to an iron rod with "MCANGUS" cap found, and

35.842 ACRES

Page 3 of 7

AB&M SURVEY NO. 37

WC ROUNDTREE SURVEY NO. 68

GW SCOTT SURVEY NO. 50

2. S01°26'25"E a distance of 141.94 feet to an iron rod with "MCANGUS" cap found, same being the north east corner of a called 2.048 acre tract described in Document Number 2011026827, of the Official Public Records, Travis County, Texas;

THENCE with the common line of said 62.122 acre tract and said 2.048 acre tract, the following six (6) courses and distances:

1. N81°07'14"W a distance of 269.55 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found,
2. with the arc of a curve to the right a distance of 165.13 feet, through a central angle of 28°40'16", having a radius of 330.00 feet, and whose chord bears S08°19'20"W, a distance of 163.42 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found,
3. S22°39'28"W a distance of 21.61 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found,
4. with the arc of a curve to the left a distance of 60.94 feet, through a central angle of 9°26'11", having a radius of 370.00 feet, and whose chord bears S17°56'22"W, a distance of 60.87 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found,
5. S13°13'17"W a distance of 104.11 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found, and
6. with the arc of a curve to the left a distance of 37.37 feet, through a central angle of 85°39'04", having a radius of 25.00 feet, and whose chord bears S29°36'15"E, a distance of 33.99 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found in the north ROW line of said Cypress Ranch Boulevard, same being the southwest corner of said 2.048 acre tract, and also being a south corner of said 62.122 acre tract;

THENCE with the north ROW line of said Cypress Ranch Boulevard, same being a south line of said 62.122 acre tract, with the arc of a curve to the left a distance of 106.31 feet, through a central angle of 8°42'05", having a radius of 700.00 feet, and whose chord bears N76°46'50"W, a distance of 106.21 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found for the southeast corner of a called 4.607 acre tract of land described in Document Number 2011026827, of the Official Public Records, Travis County, Texas, same being a south corner of said 62.122 acre tract;

THENCE leaving said north ROW line of said Cypress Ranch Boulevard, with the south lines of said 62.122 acre tract, same being lines of said 4.607 acre tract, Sola Vista Section One, a subdivision of record in Document Number 201100010, Official Public Records, Travis County, Texas, and a called 2.094 acre tract described in Document Number 2011026827 the following nineteen (19) courses and distances:

1. with the arc of a curve to the left a distance of 37.37 feet, through a central angle of 85°38'51", having a radius of 25.00 feet, and whose chord bears N56°02'42"E, a distance of 33.99 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found,
2. N13°13'17"E a distance of 104.11 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found,

35.842 ACRES

Page 4 of 7

AB&M SURVEY NO. 37

WC ROUNDTREE SURVEY NO. 68

GW SCOTT SURVEY NO. 50

3. with the arc of a curve to the right a distance of 70.82 feet, through a central angle of $9^{\circ}26'11''$, having a radius of 430.00 feet, and whose chord bears $N17^{\circ}56'22''E$, a distance of 70.74 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found,
4. $N22^{\circ}39'28''E$ a distance of 21.61 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found,
5. with the arc of a curve to the left a distance of 148.46 feet, through a central angle of $31^{\circ}30'18''$, having a radius of 270.00 feet, and whose chord bears $N06^{\circ}54'19''E$, a distance of 146.60 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found,
6. $S84^{\circ}48'34''W$ a distance of 269.06 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found,
7. $S69^{\circ}32'32''W$ a distance of 103.75 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found,
8. $S77^{\circ}47'03''W$ a distance of 238.70 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found,
9. $S46^{\circ}04'04''W$ a distance of 152.09 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found for the northeast corner said Solo Vista Section One, same being the northwest corner of said 4.607 acre tract,
10. $S46^{\circ}04'04''W$ a distance of 12.48 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found,
11. $S62^{\circ}45'46''W$ a distance of 96.21 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found,
12. $N61^{\circ}01'48''W$ a distance of 109.63 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found,
13. $S85^{\circ}32'52''W$ a distance of 100.10 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found,
14. $S51^{\circ}13'30''W$ a distance of 277.65 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found,
15. with the arc of a curve to the left a distance of 18.50 feet, through a central angle of $3^{\circ}18'47''$, having a radius of 320.00 feet, and whose chord bears $S79^{\circ}26'33''E$, a distance 18.50 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found,
16. $S81^{\circ}05'56''E$ a distance of 52.76 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found,
17. with the arc of a curve to the right a distance of 303.78 feet, through a central angle of $52^{\circ}44'37''$, having a radius of 330.00 feet, and whose chord bears $S54^{\circ}43'38''E$, a distance of 293.17 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found,
18. $S28^{\circ}21'19''E$ a distance of 16.35 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found, and
19. with the arc of a curve to the left a distance of 39.27 feet, through a central angle of $90^{\circ}00'27''$, having a radius of 25.00 feet, and whose chord bears $S73^{\circ}21'32''E$, a distance of 35.36 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found in the north ROW line of said Cypress Ranch Boulevard, same being the southwest corner of said 2.094 acre, and also being a south corner of said 62.122 acre tract;

THENCE with said north ROW line, same being the south line of said 62.122 acre tract $S61^{\circ}38'14''W$ a distance of 110.00 feet to a 1/2 inch iron rod with "DELTA SURVEY" cap found

35.842 ACRES

Page 5 of 7

AB&M SURVEY NO. 37

WC ROUNDTREE SURVEY NO. 68

GW SCOTT SURVEY NO. 50

for the southeast corner of said 3.070 acre tract, same being a south corner of said 62.122 acre tract;

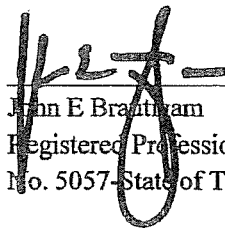
THENCE leaving the north ROW line of said Cypress Ranch Boulevard, with the common line of said 62.122 acre tract and said 3.070 acre tract, the following six (6) courses and distances:

1. with the arc of a curve to the left a distance of 39.27 feet, through a central angle of 89°59'33", having a radius of 25.00 feet, and whose chord bears N16°38'28"E, a distance of 35.35 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found,
2. N28°21'19"W a distance of 16.37 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found,
3. with the arc of a curve to the left a distance of 248.55 feet, through a central angle of 52°44'37", having a radius of 270.00 feet, and whose chord bears N54°43'38"W, a distance of 239.87 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found;
4. N81°05'56"W a distance of 52.76 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found,
5. with the arc of a curve to the right a distance of 127.22 feet, through a central angle of 19°10'54", having a radius of 380.00 feet, and whose chord bears N71°30'29"W, a distance of 126.63 feet to an 1/2 inch iron rod with "DELTA SURVEY" cap found, and
6. S28°05'04"W a distance of 470.42 feet to the **POINT OF BEGINNING** and containing 35.842 acres of land more or less.

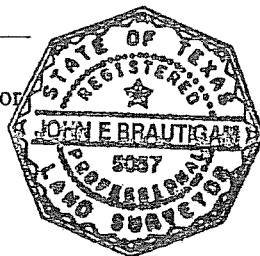
BEARING BASIS: Texas State Plane Coordinate System, Central Zone, NAD83/HARN

I, John E Brautigam, hereby certify that the foregoing description represents an on-the-ground survey performed under my direction and supervision during June 2013 and is true and correct to the best of my knowledge and belief.

Date: 06-04-13



John E Brautigam
 Registered Professional Land Surveyor
 No. 5057-State of Texas



Delta Survey Group, Inc.
 8213 Brodie Lane, Suite 102
 Austin, Texas 78745

LINE AND CURVE TABLES

LINE	BEARING	DISTANCE
L1	N21°19'35"W	169.11'
L2	N00°03'10"W	57.52'
L3	N13°48'06"W	89.51'
L4	N33°17'00"W	345.15'
L5	N66°40'40"W	130.48'
L6	N56°32'15"W	138.93'
L7	N30°46'06"W	244.99'
L8	N38°32'16"W	81.16'
L9	N69°37'51"E	287.24'
L10	S78°06'49"E	399.16'
L11	N50°51'16"E	114.81'
L12	S45°20'38"E	303.12'
L13	S04°23'38"E	60.23'
L14	N71°01'36"E	262.18'
L15	N69°17'38"E	60.00'
L16	N57°26'23"E	276.49'
L17	S29°21'38"E	89.99'
L18	N42°12'13"E	559.08'
L19	S56°54'05"E	656.23'
L20	S22°27'37"E	261.70'
L21	S01°26'25"E	141.94'
L22	N81°07'14"W	269.55'
L23	S22°39'28"W	21.61'
L24	S13°13'17"W	104.11'
L25	N13°13'17"E	104.11'
L26	N22°39'28"E	21.61'
L27	S84°48'34"W	269.06'
L28	S69°32'32"W	103.75'
L29	S77°47'03"W	238.70'
L30	S46°04'04"W	152.09'
L31	S46°04'04"W	12.48'
L32	S62°45'46"W	96.21'
L33	N61°01'48"W	109.63'
L34	S85°32'52"W	100.10'
L35	S51°13'30"W	277.65'
L36	S81°05'56"E	52.76'
L37	S28°21'19"E	16.35'
L38	S61°38'14"W	110.00'
L39	N28°21'19"W	16.37'
L40	N81°05'56"W	52.76'
L41	S28°05'04"W	470.42'

CURVE	RADIUS	ARC	CHORD	BEARING	DELTA
C1	330.00'	217.08'	213.18'	N12°06'20"W	37°41'22"
C2	630.00'	84.08'	84.02'	S16°52'58"E	7°38'48"
C3	330.00'	165.13'	163.42'	S08°19'20"W	28°40'16"
C4	370.00'	60.94'	60.87'	S17°56'22"W	9°26'11"
C5	25.00'	37.37'	33.99'	S29°36'15"E	85°39'04"
C6	700.00'	106.31'	106.21'	N76°46'50"W	8°42'05"
C7	25.00'	37.37'	33.99'	N56°02'42"E	85°38'51"
C8	430.00'	70.82'	70.74'	N17°56'22"E	9°26'11"
C9	270.00'	148.46'	146.60'	N06°54'19"E	31°30'18"
C10	320.00'	18.50'	18.50'	S79°26'33"E	3°18'47"
C11	330.00'	303.78'	293.17'	S54°43'38"E	52°44'37"
C12	25.00'	39.27'	35.36'	S73°21'32"E	90°00'27"
C13	25.00'	39.27'	35.35'	N16°38'28"E	89°59'33"
C14	270.00'	248.55'	239.87'	N54°43'38"W	52°44'37"
C15	380.00'	127.22'	126.63'	N71°30'29"W	19°10'54"

Delta Survey Group Inc.

8213 Brodie Lane Ste. 102 Austin, TX 78745
 office: (512) 282-5700 fax: (512) 282-5230
 WWW.DELTASURVEYGROUP.COM

QUAD SHINGLE HILLS
 PROJECT CYPRESS HILLS
 DWG. 35842 AC ROUNDHAY

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Item 10



Travis County Commissioners Court Agenda Request

Meeting Date: 07/30/2013, 9:00 AM, Voting Session

Prepared By/Phone Number: Victoria Ramirez, Planning and Budget, 854-6039

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 contract with the Automobile Burglary and Theft Prevention Authority and related amended application to continue the Sheriff's Combined Auto Theft Task Force Program in the Travis County Sheriff's Office;
- B. Contract amendment with the Texas Commission on Environmental Quality to extend the grant period through FY 15 and provide an additional \$2,356,310 to the Low-Income Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP) in the Transportation and Natural Resources Department;
- C. Amendment to the Intergovernmental Cooperative Reimbursement Agreement with the Texas Commission on Environmental Quality for the Low-Income Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP) Local Initiative Projects (LIP) in the Transportation and Natural Resources Department and approval to use of funds to provide resources to continue the Counterfeit Motor Vehicle Inspection Program;
- D. Permission to continue the AmeriCorps grant program in Health and Human Services and Veterans Services, awarded by the OneStar Foundation via the Corporation for National and Community Service; and
- E. Semi-annual report on the status of the Family Drug Treatment Court grant in Health and Human Services and Veterans Services, awarded by the United States Department of Justice.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Item A is the annual contract for the Combined Auto Theft Task Force. Item B is an amendment to an existing contract with the Texas Commission on Environmental Quality, and also extends the contract through FY 15. Item C is another amendment to the LIRAP contract with TCEQ. Item D is a permission to continue an existing grant and Item E is a grant status report, both in the Department of Health and Human Services and Veterans Services.

STAFF RECOMMENDATIONS:

PBO recommends approval.

ISSUES AND OPPORTUNITIES:

Additional information is provided on the grant summary sheets.

FISCAL IMPACT AND SOURCE OF FUNDING:

Item A includes a county cost share of \$131,022 to pay for the field agent's salary and the county agent's fringe benefits. Item B requires no county cost share. Item C requires a county match of \$7,000 to cover the fringe benefits associated with salaries paid by the grant. Item D requires a county cost share of \$500,191, which HHSVS has funded in part with vacancy savings in the AgriLife Extension General Fund budget. The remaining county contribution has come from fee-for-service contracts between Travis County and the schools hosting after-school programs, as detailed in the attached backup. Item E requires cash and in-kind matches. HHSVS will provide \$28,012 as a cash match and \$33,437 in county staff time (0.75 FTE) and office space as an in-kind match.

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	137 SCATTF - Sheriff's Combined Auto Theft Task Force	9/1/13 - 8/31/14	\$641,481	\$131,022	\$254,949	\$0	\$1,027,452	11.00	R	EC	10
Contracts											
B	149 Low-Income Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP)	8/31/13 - 8/31/15	\$2,356,310	\$0	\$0	\$0	\$2,356,310	2.80	R	MC	61
C	149 LIRAP Local Initiative Projects (LIP) Counterfeit Motor Vehicle Inspection Program (CMVIP)	8/31/13 - 8/31/15	\$1,716,162	\$7,000	\$0	\$0	\$1,723,162	0.50	R	MC	67
Dept. Grant Title	Grant Term on Application	Personnel Cost	Operating Transfer	Total Request	Filled FTE	Expiration Date	PTC	Auditor's Assessment	Page #		

Permission to Continue

D	158 AmeriCorps Grant Program	8/1/13 - 7/31/14	\$100,540	\$7,300	\$107,840	31.00	9/30/2013	31.00	R	C	78
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Status Report

E	158 Family Drug Treatment Court - Children's Continuum Grant	10/1/11 - 9/30/14	\$550,000	\$0	\$28,012	\$155,321	\$733,333	3.05	R	EC	83
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PBO Notes:

- R - PBO recommends approval
- NR - PBO does not recommend approval
- D - PBO recommends item be discussed
- S - Simple
- MC - Moderately Complex
- C - Complex
- EC - Extremely Complex

County Auditor's Complexity Assessment measuring Impact to their Office's Resources/Workload

**FY 2013 Grant Summary Report
Grant Applications approved by Commissioners Court**

The following is a list of grants for which application has been submitted since October 1, 2012, and the notification of award has not yet been received.

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
117	Southeast Travis County Historical Survey	10/01/12 - 09/30/14	\$7,500	\$0	\$6,000	\$1,500	\$15,000	-	10/30/2012
119	Underage Drinking Prevention Program	10/01/13 - 09/30/14	\$161,204	\$0	\$35,951	\$55,000	\$252,155	3.00	11/6/2012
124	Formula Grant- Indigent Defense Grants Program	10/01/12 - 09/30/13	\$441,998	\$0	\$0	\$0	\$441,998	-	11/27/2012
145	Juvenile Probation Pre-Doctoral Psychology Internship Program	7/1/13- 6/30/14	\$34,306	\$0	\$0	\$0	\$34,306	-	12/4/2012
145	Juvenile Treatment Drug Court	9/30/2013- 9/29/2014	\$199,970	\$0	\$0	\$0	\$199,970	-	1/8/2013
145	Juvenile Accountability Block Grant (JABG) Local Assessment Center	09/01/13 - 08/31/14	\$61,334	\$6,814	\$0	\$0	\$68,148	-	1/22/2013
158	Coming of Age (CNCS)	04/01/13 - 03/31/14	\$50,495	\$324,753	\$0	\$0	\$375,248	6.80	2/5/2013
147	Emergency Management Performance Grant	10/01/12 - 09/30/13	\$71,221	\$71,221	\$0	\$0	\$142,442	-	2/5/2013
137	TCSO Child Abuse Victim Services Personnel	09/01/13 - 08/31/14	\$23,092	\$0	\$34,639	\$0	\$57,731	1.00	2/5/2013
137	TxDOT Impaired Driving Mobilization	03/1/13 - 09/30/13	\$16,906	\$5,684	\$0	\$0	\$22,590	-	2/5/2013
124	Travis County Veterans' Court	09/01/13 - 08/31/14	\$233,124	\$0	\$0	\$0	\$233,124	2.00	2/19/2013
124	Veterans Commission Grant	07/01/13 - 06/30/14	\$49,470	\$0	\$0	\$0	\$49,470	-	2/19/2013
139	Travis County Adult Probation DWI Court	09/01/13 - 08/31/14	\$228,460	\$0	\$0	\$0	\$228,460	4.00	2/19/2013
145	The Eagle Soars: An Educational and Career Development Program	09/01/13 - 08/31/14	\$115,955	\$0	\$0	\$0	\$115,955	-	2/19/2013
145	Enhancing Services for Victims of Crime	09/01/13 - 08/31/14	\$62,886	\$15,722	\$0	\$0	\$78,608	1.00	2/19/2013
145	Drug Court & In-Home Family Services	09/01/13 - 08/31/14	\$181,000	\$20,111	\$0	\$0	\$201,111	0.23	2/19/2013
142	Drug Diversion Court	09/01/13 - 08/31/14	\$155,838	\$0	\$0	\$0	\$155,838	2.00	2/19/2013

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
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
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

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
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
158	Emergency Food and Shelter Program, Phase 31	04/01/13 - 03/31/14	\$25,000	\$0	\$0	\$0	\$25,000	-	7/23/2013
			\$52,004,634	\$1,709,442	\$631,149	\$73,588	\$50,215,288	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 (TILIWP)	10/01/12 - 12/31/12	\$42,061	\$0	\$0	\$0	\$42,061	-	11/6/2012
158	Seniors and Volunteers for Childhood Immunization (SVCI)	09/01/12 - 08/31/13	\$8,845	\$0	\$0	\$0	\$8,845	0.14	11/20/2012
158	Coming of age (DADS)	09/01/12 - 08/31/13	\$24,484	\$24,484	\$0	\$0	\$48,968	-	11/20/2012

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
158	DOE Weatherization Program	04/01/12 - 03/31/13	\$60,471	\$0	\$0	\$0	\$60,471	-	11/20/2012
158	Atmos Energy Share the Warmth	11/01/12 - 10/31/13	\$13,188	\$0	\$0	\$0	\$13,188	-	11/20/2012
139	Travis County Adult Probation DWI Court	09/30/12 - 09/29/13	\$206,515	\$0	\$0	\$0	\$206,515	2.85	11/27/2012
137	State Criminal Alien Assistance Program- SCAAP 12	07/01/10 - 06/30/11	\$492,999	\$0	\$0	\$0	\$492,999	-	11/27/2012
147	"Remembering When" Scholarship	12/02/12 - 11/01/13	\$4,000	\$0	\$0	\$0	\$4,000	-	11/27/2012
158	Comprehensive Energy Assistance Program (CEAP)*	1/1/12- 12/31/12	\$4,546,172	\$0	\$0	\$0	\$4,546,172	4.00	12/4/2012
145	National School Lunch/Breakfast Program*	7/1/12- 6/30/13	\$217,219	\$0	\$0	\$0	\$217,219	-	12/4/2012
158	Title IV-E Child Welfare Services	10/01/12 - 09/30/13	\$36,488	\$81,190	\$0	\$0	\$117,678	-	12/11/2012
137	2012 Byrne Justice Assistance Grant	10/01/12 - 09/30/15	\$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- Perdnales 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
147	Fire Mitigation Assistance Grant- Hodde Lane Fire #2957	09/04/11	\$20,951	\$0	\$0	\$0	\$20,951	-	6/11/2013

Created 07/25/13 @ 1:45pm

7

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
149	Pace Bend Park Low Water Boat Ramp	09/04/11	\$80,460	\$0	\$26,820	\$0	\$107,280	-	6/18/2013
158	Low Income Home Energy Assistance Program (LIHEAP)	04/01/13 - 03/31/14	\$823,394	\$0	\$0	\$0	\$823,394	-	7/23/2013
			\$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		FTEs	PTC Expiration Date	Cm. Ct. PTC Approval Date	Cm. Ct. Contract Approval Date	Has the General Fund been Reimbursed?	
			Personnel Cost	Operating Transfer						Total Request
137	Child Abuse Victim Services Personnel**	9/1/12-8/31/13	\$8,920	\$0	\$8,920	1.00	10/31/2012	8/14/2012	N/A	Yes
119	Family Violence Accelerated Prosecution Program	9/1/12-8/31/13	\$12,620	\$0	\$12,620	1.00	10/31/2012	8/21/2012	N/A	Yes
122	Family Drug Treatment Court	09/01/12 - 08/31/13	\$10,922	\$0	\$10,922	1.00	10/31/2012	8/28/2012	N/A	No
124	Travis County Veterans Court	09/01/12 - 08/31/13	\$25,630	\$0	\$25,630	2.00	10/31/2012	8/28/2012	N/A	Yes
142	Drug Diversion Court	09/01/12 - 08/31/13	\$10,144	\$0	\$10,144	1.00	10/31/2012	8/28/2012	N/A	Yes
145	Juvenile Accountability Block Grant- Local Assessment Center	09/01/12 - 08/31/13	\$13,747	\$0	\$13,747	1.00	11/30/2012	8/28/2012	N/A	Yes
145	Residential Substance Abuse Treatment Program	10/01/12 - 09/30/13	\$15,046	\$0	\$15,046	1.00	12/31/2012	8/28/2012	N/A	Yes
158	Parenting in Recovery (PIR) FY 12	09/30/12 - 09/29/13	\$94,630	\$0	\$94,630	-	12/31/2012	9/25/2012	N/A	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:	Sheriff - Law Enforcement	
Contact Person/Title:	Tracy Miller, Planner	
Phone Number:	512.854.6923	

Grant Title:	SCATTF - Sheriff's Combined Auto Theft Task Force		
Grant Period:	From: <input type="text" value="09-01-2013"/>	To: <input type="text" value="08-31-2014"/>	
Fund Source:	Federal: <input type="checkbox"/>	State: <input checked="" type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	ABTPA - Auto Burglary Theft Prevention Authority		
Will County provide grant funds to a sub-recipient?	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Originating Grantor:			

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 641,481	\$ 131,022	\$ 254,949	\$ 0	\$ 1,027,452
Operating:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Totals:	\$ 641,481	\$ 131,022	\$ 254,949	\$ 0	\$ 1,027,452
FTEs:	10.00	1.00	0.00	0.00	11.00

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"/>	JC	
County Attorney	<input checked="" type="checkbox"/>	JC	

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+ - Applicable Departmental Measures					
1.					
2.					
3.					
+ - Measures for the Grant					
1.	Public Awareness			125	100
Outcome Impact Description		Educate and provide tools to deter and prevent auto thefts and burglaries			
2.	Interdiction Operations			215	100
Outcome Impact Description		Conduct stings in areas of high incident.			
3.					
Outcome Impact Description					

PBO Recommendation:

The Travis County Sheriff's Office is requesting approval of the annual contract with the Automobile Burglary and Theft Prevention Authority for the Sheriff's Combined Auto Theft Task Force Grant. The contract is submitted on behalf of Travis County and 16 other counties with the Sheriff of each county forming the Advisory Board of the program. Travis County has typically received roughly half of the award with the other counties receiving the remaining funds.

The actual amount that Travis County will receive is approximately \$328,115 of the \$641,481 award and could vary slightly depending on the travel needs of the other agencies. Travis County's portion of the cost share is \$131,022 and portion of the county contribution is \$133,185. Both are fully budgeted in the FY 14 Preliminary Budget.

PBO recommends approval of the contract to continue the existing program with the grantor that has been in place for the last sixteen years.

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

The goal of the program is to reduce auto theft rates in the task force areas.

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

NA

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.

Matching funds are from Travis County for the field agent salary and the County Agents salary fringe benefits.

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

No - not allowable.

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.

NA

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

The Task Force has been in existence since 1995.

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

The program has been very successful in combining multi-county efforts to combat auto theft rings and individuals in our part of the State of Texas.



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

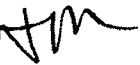
DARREN LONG
Major - Corrections

MARK SAWA
Major - Administration & Support

July 16, 2013

MEMORANDUM

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 Miller, Planner 

Subject: Acceptance Letter
RE: Auto Burglary Theft Prevention Authority Grant

Attached are the acceptance documents for our ABTPA grant. The Commissioners Court passed this grant application on consent on April 30, 2013 (Item 15A).

The grant is in the amount of \$1,027,452. We will receive \$641,481 from ABTPA for task force personnel salaries. The county match will be \$385,971.

We appreciate the support the Travis County Commissioners Court has given us in our effort to reduce crimes against people and property, which are so costly to our citizens.

Attachments

xc: Travis Gatlin
Janice Cohoon
Jim Connolly



Safety, Integrity, Tradition of Service

THE STATE OF TEXAS
COUNTY OF TRAVIS

RESOLUTION

WHEREAS, the Travis County Commissioners Court finds that it is in the best interest of the citizens of Travis County that the Sheriff's Combined Auto Theft Task Force be operated for a seventeenth year; and

WHEREAS, the Travis County Commissioners Court has considered the proposed application for financial assistance to be submitted to the Auto Theft Prevention Authority, a division of the Texas Department of Motor Vehicles, and,

NOW, THEREFORE, BE IT RESOLVED, that the Travis County Commissioners Court approves submission of the grant application for the Sheriff's Combined Auto Theft Task Force to the Auto Theft Prevention Authority.

RESOLVED this 30th day of July, 2013

TRAVIS COUNTY COMMISSIONERS COURT

Samuel T. Biscoe, Travis County Judge

Ron Davis
Commissioner, Precinct One

Bruce Todd
Commissioner, Precinct Two

Gerald Daughertery
Commissioner, Precinct Three

Margaret Gomez
Commissioner, Precinct Four

Resolved, Ordered and Executed as of the dates set forth below.

County of Bastrop

County Judge Date

County of Bell

County Judge Date

County of Blanco

County Judge Date

County of Caldwell

County Judge Date

County of Colorado

County Judge Date

County of Comal

County Judge Date

County of Fayette

County Judge Date

County of Gonzales

County Judge Date

County of Hays

County Judge Date

County of Lee

County Judge Date

County of Llano

County Judge Date

County of Milam

County Judge Date

County of Travis

County Judge Date

County of Wharton

County Judge Date

County of Williamson

County Judge Date

County of Wilson

County Judge Date



7/15/2013

Ms. Phyllis Clair
PO Box 1748 | 5555 Airport Blvd
Austin, Texas 78767

Re: Grant Nbr: 2014-T01-Travis C-00008 Year of Funding:
Application: Travis County
Title: Sheriff's Combined Auto Theft Task
Amount: \$641,481.00

Dear Ms. Clair

I am pleased to inform you that the above referenced grant is approved in the amount indicated. The grant award must be accepted within 30 days by completing and returning the enclosed grantee acceptance notice to the Texas Automobile Burglary & Theft Prevention Authority. A copy of the Automobile Burglary & Theft Prevention Authority's Grant Administrative Guide is being forwarded under separate cover to the financial officer designated in your grant application.

I look forward to working with you to ensure the success of your program. Any questions relating to the administration of this grant should be directed to our office by calling the Grant Administrator, Jan Gregg (512) 374-5107.

Sincerely,

Charles Caldwell
Director, ABTPA

GRANTEE ACCEPTANCE NOTICE

AGREEMENT:

That whereas Travis County, hereinafter referred to as Grantee, has heretofore submitted a grant application to the Automobile Burglary and Theft Prevention Authority, State of Texas, entitled Sheriff's Combined Auto Theft Task Force, and further identified by grant number 2014-T01-Travis C-00008 And

Whereas, the Automobile Theft Prevention Authority has approved the grant application as evidenced by the Statement of Grant Award from the Automobile Burglary and Theft Prevention Authority dated{Print Date} Certain special requirements; and

Whereas, the Grantee desires to accept the grant award, the Uniformed Grant and Contract Management Standards, and special requirements as evidenced by the Statement of Grant Award;

Now, therefore, the Grantee accepts the aforementioned Statement of Grant Award, the Uniformed Grant and Contract Management Standards and special requirements in the grant application and the Statement of Grant Award as evidenced by the agreement, executed by the project director, the financial officer, and the official authorized to sign the original grant application, of the official's successor, as presiding officer of and on behalf of the governing body of this grantee; and

Now, therefore, the Grantee shall designate either the project director or the financial officer to coordinate and be solely responsible for submission of adjustments pertaining to both program and financial elements of the application, and the POSITION authorized to submit adjustments is _____.

NON-LOBBYING CERTIFICATION:

We, the undersigned, certify that none of the grant funds, regardless of their source or character, including local cash assumption of cost funds, shall be used in any manner to influence the outcome of any election or the passage or defeat of any legislative measure.

A finding that a grantee has violated the certification shall result in the immediate termination of funding of the project and the grantee shall not be eligible for future funding from the Automobile Burglary and Theft Prevention Authority.

Certified By:

Date:

Signature of Project Director

Signature of Project Manager

Name & Title(must print or type)

Name & Title(must print or type)

Official Agency Address(street or post office box)

Official Agency Address(street or post office box)

City/Zip Code/Telephone Number

City/Zip Code/Telephone Number

Signature of Authorized Official

Signature of Financial Officer

Name & Title (must print or type)

Name & Title(must print or type)

Official Agency Address (street or post office box)

Official Agency Address(street or post office box)

City/Zip Code/Telephone Number

City/Zip Code/Telephone Number



**Texas Automobile Burglary and Theft Prevention Authority
Statement of Grant Award**

Grant Number: 2014-T01-Travis C-00008
Grantee Name: Travis County
Project Title: Sheriff's Combined Auto Theft Task Force
Grant Period: 09/01/2013 to 08/31/2014

ABTPA Award: \$641,481.00
Grantee Cash: \$385,971.00
Grantee In-Kind: \$0.00
Total Project Cost: \$1,027,452.00

The Texas Automobile Burglary and Theft Prevention Authority (ABTPA) has awarded the above-referenced grant. The approved budget is reflected in the attached Approved Budget Summary. This grant is subject to and conditioned upon acceptance of the ABTPA Grant Administrative Guide promulgated for this specific program fund (referenced above) through the Automobile Theft Prevention Authority a listing of applicable special conditions are listed below. Total project costs must be accounted for in accordance with the Uniform Grant and Contract Management Standards and the Administrative Guide.

GRANTEE REQUEST FOR FUNDS

All Grantee request for funds shall be submitted to ABTPA in accordance with the instructions provided by ABTPA and shall be in the form required by ABTPA. Requests for funds will not be honored until all special conditions outlined on the Statement of Grant Award and action required on the part of the grantee have been satisfied.

GRANT ADJUSTMENTS

Grantee shall submit written requests for grant adjustments, as required by the applicable ABTPA Rule contained in the Grant Administrative Guide for this specific program fund.

Special Conditions and Requirements:

Non-Supplanting Certification

7/15/2013

Chad Casanova



**Texas Automobile Burglary and Theft
 Prevention Authority
 Approved Budget Summary**

Grant Number: 2014-T01-Travis C-00008
Grantee: Travis County
Project Title: Sheriff's Combined Auto Theft Task Force
Grante Period: 09/01/2013 to 08/31/2014
Funding Source: Auto Burglary and Theft Prevention Authority

Region:
Date: 7/15/2013

	ABTPA	Cash Match	In-Kind	TOTAL
A. Personnel	\$641,481.00	\$92,545.00	\$0.00	\$734,026.00
A. Fringe	\$0.00	\$293,426.00	\$0.00	\$293,426.00
B. Contractual	\$0.00	\$0.00	\$0.00	\$0.00
C. Travel	\$0.00	\$0.00	\$0.00	\$0.00
D. Equipment	\$0.00	\$0.00	\$0.00	\$0.00
E. Supplies & DOE	\$0.00	\$0.00	\$0.00	\$0.00
F. Indirect Funds				\$0.00
Totals	\$641,481.00	\$385,971.00	\$0.00	\$1,027,452.00

1. Applicant Information

a. Legal Name: Travis County
b. Address
Street or P.O. Box: PO Box 1748 **City:** Austin
County: **State:** Texas **Zip Code:** 78767

c. Organizational Unit: Travis County Sheriff's Office

d. Contact Person: Major Phyllis Clair
Telephone Number: 5128546923

2. State Payee ID Number: 746000192

3. Type of Applicant: County

If "Other", please specify: N/A

4. Type of Application:

New Continuation Revision

If Revision, check appropriate box(es).

Increase Award Decrease Award Other (specify)
Increase Duration Decrease Duration

If "Other", please specify: N/A

5. Title of Project: Sheriff's Combined Auto Theft Task Force (SCATTF)

6. Areas of Project Activities (Cities, Counties, States, etc.):
Select a County:

- Bastrop County
- Bell County
- Blanco County
- Caldwell County
- Colorado County
- Comal County
- Fayette County
- Gonzales County
- Guadalupe County
- Hays County
- Lee County
- Llano County
- Milam County
- Travis County
- Wharton County
- Williamson County
- Wilson County

7. Proposed Project:

Start Date: 9/1/2013

Ending Date: 8/31/2014

8. Is application subject to review by state executive order 12372 process?

YES, this application was made available to the Texas Review and Comment System (TRACS) for review on
Program is not covered by E. O. 12372

Program has not been selected by state for review

✓ NO

9. **Funding Summary:**

Total State Grant Funds Requested (ABPTA)	\$1,001,869
Cash Match:	\$392,419
In-Kind Match:	\$0
Total:	\$1,394,288

10. Is the applicant delinquent on any federal debt?

YES If "YES" attach an explanation ✓ NO

11. To the best of my knowledge and belief, all data in this application is true and correct. The document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is awarded.

- a. **Authorized Official:** Samuel T. Biscoe
- b. **Title:** County Judge
- c. **Telephone Number:** 5128549555
- d.
- e.

Item 1.

Does this assistance request require state, local, regional, or other priority rating?

Yes No

If "Yes" please complete

Name of Governing Body:

Priority Rating:

Item 2.

Does this assistance require state, or local advisory, education, or health clearance?

Yes No

If "Yes" please complete

Name of Agency or Board:

Item 3.

Does this assistance request require state, local, regional, or other planning approval? *

Yes No

If "Yes" please complete

Name of Approving Agency:

Item 4.

Will the assistance requested serve a federal installation?

Yes No

If "Yes" please complete

Name of Federal Installation:

Federal Population Benefiting from Project:

Item 5.

Will the assistance requested have an impact on the environment?

Yes No

Item 6.

Will the assistance requested cause the displacement of individuals, families, businesses or farms?

Yes No

If "Yes" please complete

Number of Individuals:

Families:

Businesses:

Farms:

Item 7.

Is there other related assistance on this project (previous, pending, or anticipated)?

Yes No

If "Yes" Explain:

Automobile Burglary & Theft Prevention Authority

Organization: Travis County

**2014-T01-Travis C-00008
Version Date: 07/08/2013 14:23:14**

Budget Summary

Budget Categories		ABTPA Funds	Cash Match	In-Kind Match	Total
A	Personnel (Salaries/Overtime)	\$641,481	\$103,120	\$0	\$744,601
A	Personnel (Fringe Benefits)	\$0	\$297,294	\$0	\$297,294
B	Contractual	\$0	\$0	\$0	\$0
C	Travel	\$0	\$0	\$0	\$0
D	Equipment	\$0	\$0	\$0	\$0
E	Supplies & Direct Operating Exp.	\$0	\$0	\$0	\$0
F	Indirect Costs	\$0	\$0	\$0	\$0
Totals (Sum of 7-8)		\$641,481	\$400,414	\$0	\$1,041,895

Source of Match	Amount
Travis County General Fund Benefits & Salaries	\$270,295
Other Counties Benefits	\$122,124
Source of Match Total	\$392,419

Program Income	Amount
Program Income Total	

Schedule	In Kind Match	Amount
A		\$0
B		\$0
C		\$0
D		\$0
E		\$0
	In Kind Match Total	\$0

24

Automobile Burglary & Theft Prevention Authority**Organization: Travis County****2014-T01-Travis C-00008****Version Date: 07/08/2013 14:23:14****Personnel: Task Force Sergeant**

Title or Position	% of Salary	ABTPA Funds	Cash Match	In-Kind	Total
Task Force Sergeant	99.9876%	\$103,224	\$1,286	\$0	\$104,510
Public Awareness Coordinator	99.9876%	\$40,841	\$509	\$0	\$41,350
Field Agent - Bastrop	99.9876%	\$46,915	\$585	\$0	\$47,500
Field Agent - Colorado	99.9876%	\$44,091	\$550	\$0	\$44,641
Field Agent - Comal	99.9876%	\$68,904	\$859	\$0	\$69,763
Field Agent	99.9876%	\$50,025	\$623	\$0	\$50,648
-					
Guadalupe					
Field Agent - Hays	99.9876%	\$51,468	\$641	\$0	\$52,109
Field Agent - Travis	99.9876%	\$93,954	\$1,171	\$0	\$95,125
Field Agent - Travis	99.9876%	\$93,954	\$1,171	\$0	\$95,125
Field Agent - Wharton	99.9876%	\$48,105	\$600	\$0	\$48,705
Field Agent - Travis	0%	\$0	\$95,125	\$0	\$95,125
NEW - Office Assistant	0%	\$0	\$0	\$0	\$0
Total Direct Salaries		\$641,481	\$103,120	\$0	\$744,601
Total Requested Amounts					

Narrative**TASK FORCE SERGEANT (40 hours / week, 100%):**

- Oversees the daily operations and management of the Task Force. Direct liaison with all public entities.
- Oversees all Field Operations, which includes seizures and forfeitures (sales, etc.) by the Task Force members.
- Maintains the Confidential Informant files; supports operations; scheduling assignments; planning and schedules training.
- Strategic planning for resource deployment and organizational objectives.
- Makes official visits to Out-of-County agent offices.
- Helps the agents achieve their goals; maintain evaluations for all Task Force members. Provides guidance.
- Reviews all search warrants. Assists in all covert and overt operations; intelligence and information sharing.
- Works closely with the other 29-Auto Theft Task Forces within the State of Texas. Is actively involved with the ABTPA Board and TAVTI.

FIELD AGENTS (40 hours / week, 100%):

- Investigates criminal activity related to Auto Theft primarily, but not limited to their geographical area.
- Performs Salvage Inspections; Bait Vehicle Operations; locates Chop Shops; conducts training classes for Law Enforcement and for the public; performs covert and overt interdictions; plans and conducts surveillance operations for Burglary of Vehicles (BOV); writes search warrants.
- Investigates or assists with Insurance Fraud and Arson cases related to Auto Theft.
- Aids in the Public Awareness presentations and events.

Automobile Burglary & Theft Prevention Authority

Organization: Travis County

2014-T01-Travis C-00008

Version Date: 07/08/2013 14:23:14

Personnel: Task Force Sergeant

PUBLIC AWARENESS COORDINATOR (40 hours / week, 100%):

- Ensures the grant budget is being properly maintained and allocated. Responsible for meeting grant goals. Responsible for confirming that all grant paperwork is submitted in a timely manner.
- Gathers and prepares monthly statistics and quarterly reports. Filing of all paperwork related to but not limited to goals set forth through the grant.
- Serves as a Notary.
- Conducts Public Awareness events throughout the 17-County area. Coordinates with local media for coverage of public awareness events and noteworthy Vehicle Crime articles.
- Webmaster for the www.scattf.org website.
- Prepares requisitions for all equipment, office and field supplies and clothing ordered for the Task Force. Receives all items and follows through with invoices to the proper departments, conducts and keeps track of all inventories.

OFFICE SPECIALIST, Sr (40 hours / weekly / 100%):

- Answering the office phones / direct calls to appropriate personnel / takes and relays messages.
- Opens and distributes incoming mail, prepares mail-outs and maintains the Task Force mailing lists.
- Responsible for all filing and responsible to keep the file room organized.
- Schedule all Task Force meetings. Keeps and distributes the minutes of all Task Force and Board of Governors meetings.
- Creates data bases and generates reports using spreadsheets.
- Assists with any and all travel / training requests and submittals.
- Responds to administrative questions and ensures necessary follow-up.
- Will review all cases as they are received and make notification to TCIC if the vehicle has been recovered since the initial report has been taken.
- Will assist the Public Awareness Coordinator with events as necessary.

Automobile Burglary & Theft Prevention Authority

Organization: Travis County

**2014-T01-Travis C-00008
Version Date: 07/08/2013 14:23:14**

Fringe/Overtime

Fringe Benefits	% or \$ Rate	ABTPA Funds	Cash Match	In-Kind	Total
Overtime		\$0	\$0	\$0	\$0
Total Overtime		\$0	\$0	\$0	\$0

Narrative

After the initial submission, there will be NO APPROVED OVERTIME FOR FY2014.
tjm1067 // 07/08/2013

Note: Your Total ABTPA Funds for Fringe Benefits may only be a maximum of 25% of your Total ABTPA Direct Salaries.

Fringe Benefits	% or \$ Rate	ABTPA Funds	Cash Match	In-Kind	Total
FICA			\$58,078	\$0	\$58,078
Retirement			\$95,817	\$0	\$95,817
Insurance			\$112,536	\$0	\$112,536
Other (Explain) unemployment, workers comp, certification, longevity/uniform			\$30,863	\$0	\$30,863
Total Fringe Benefits		\$0	\$297,294	\$0	\$297,294
Total Fringe/Overtime Budget		\$0	\$297,294	\$0	\$297,294

Narrative

Fringe Benefits are various benefits received by an employee in addition to his or her regular pay. Fringe Benefits for the SCATTF are paid by the county in which the investigator / employee works. These benefits are calculated and placed in the 'cash match' section of the grant. These benefits are medicare, workers compensation, unemployment, life insurance, longevity, certification and miscellaneous expenses requested by the requesting county such as a uniform stipend.

Upload additional information:

Grant Staff Only:

Check to disable 25% match error check.

Automobile Burglary & Theft Prevention Authority

Organization: Travis County

**2014-T01-Travis C-00008
Version Date: 07/08/2013 14:23:14**

Professional and Contractual Services: N/A

Description of Service	ABTPA Funds	Cash Match	In-Kind Match	Total
N/A				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
Total Professional & Contractual Services	\$0	\$0	\$0	\$0

Briefly describe any anticipated contractual arrangement and work products expected.

Describe basis for arriving at the cost of each line item.

Professional services (such as consultants, trainers, counselors, evaluators, etc.)

should be described by type of service, number of hours, rate per hour, and travel costs.

Currently not funded by ABTPA.

Upload additional information:

28

Automobile Burglary & Theft Prevention Authority

Organization: Travis County

2014-T01-Travis C-00008

Version Date: 07/08/2013 14:23:14

Travel

(We are asking to cover the per diem at \$46 a day for a total of \$3,220 and \$350 in miscellaneous expenses for a total of \$3,470 from programmed income.)

Border Solutions Meeting – 1 night – lodging is \$310; per diem is \$184; miscellaneous expenses are \$50.

Total is \$544.

Grand TOTAL for TRAVEL - \$9,980

Upload additional information:

Automobile Burglary & Theft Prevention Authority

Organization: Travis County

2014-T01-Travis C-00008

Version Date: 07/08/2013 14:23:14

Supplies and DOE

regarding auto thefts and burglary within our 17-County area such as community gatherings, fairs, festivals, etc.

Confidential Funds – will be used in accordance with Travis County Sheriff's Office Policy. All funds will be tracked and reported and can be used for things such as undercover operations, surveillance and informant payments. All uses must be approved by the Task Force Sergeant and receipts will be provided.

Upload additional information:

Automobile Burglary & Theft Prevention Authority

Organization: Travis County

2014-T01-Travis C-00008

Version Date: 07/08/2013 14:23:14

Indirect Cost

	ABTPA Funds	Cash Match	In-Kind Match	Total
Indirect Costs				\$0
Total Indirect Costs				\$0

Currently ABTPA does not fund indirect costs, except for the Council of Government agencies. Applicants my not use option (A) without having an official cost allocation plan developed in accordance with OMB Circular No. A-87. The amount may be entered as ABTPA funds or cash match for those applicants having such an approved plan.

N/A

Automobile Burglary & Theft Prevention Authority

Organization: Travis County

2014-T01-Travis C-00008

Version Date: 07/08/2013 14:23:14

Problem Statement & Historical Information

- a. Provide an assessment of the auto theft and burglary problem in the areas of coverage and existing activities that address the problem. Identify the target population and the geographical target area.

The SCATTF region is a hub of crossroads between Mexico and states north along the IH-35 corridor, US Hwy 59 to the East and West of IH-10 between San Antonio and Houston and US Hwy 290 East and West. In 1997 with the aid of the ABTPA Grant, Travis County initiated the first regional effort to combat auto-related criminal activity and has continued to focus on those efforts ever since. Total square mileage of the geographical area of the 17-Counties that are the Task Force equal 14,698 square miles. The target population, being made up of both urban (where more thefts occur) and rural (where theft rings and chop shops can go undetected more easily) is 2,487,129. Counties in the Task Force include: Bastrop, Bell, Blanco, Caldwell, Colorado, Comal, Fayette, Gonzales, Guadalupe, Hays, Lee, Llano, Milam, Travis, Wharton, Williamson and Wilson. The members of the Task Force continue to educate the citizens of the SCATTF jurisdictional areas and education is the most effective tool in the prevention of Auto Thefts and Vehicle Burglaries alike. See attached for additional information.

- b. Describe the extent to which this project will duplicate or overlap existing activities, and why that (if any) is necessary.

We often overlap with the Austin Police Department Interdiction Project. We both conduct VTR 68-A inspections, PR events, bait vehicle operations and on occasion some of our investigations overlap. APD works inside the city limits, while the Task Force works the unincorporated areas.

- c. Describe and document trends of the problem and the need that makes this grant necessary.

Our area is comprised of small rural Sheriff's Offices. Without our expertise, these agencies have no one to call upon. Most agencies have very limited manpower or experience in the Auto Theft or Vehicle Burglary fields. As VTR 68-A's are becoming more and more numerous each year (and DPS has stopped performing this service) the counties and local police departments far and wide have no one else to call but their local area Task Force. And in some areas of Texas, known as "no-mans" land, the thieves are getting bolder and bolder. Title fraud cases are on the increase as thieves are able to simply use a pen and paper to "steal" vehicles.

- d. Using the spreadsheet below, provide accurate statistical data for problem in project area. (e.g. cite 3 years of UCR data) Please provide all data that is available for your agency or agencies:

Vehicle Theft Data	Year 1	Year 2	Year 3
	2012	2011	2010
Number of Stolen Vehicles	394	458	536

Automobile Burglary & Theft Prevention Authority**Organization: Travis County****2014-T01-Travis C-00008****Version Date: 07/08/2013 14:23:14****Problem Statement & Historical Information**

Number of Recovered Vehicles	574	596	703
Number of Arrests	156	128	161
Number of Auto Theft Training Classes	11	15	12
Number of (other) Cases Worked	383	363	185

Theft from a Motor Vehicle Data	Year 1	Year 2	Year 3
	2012	2011	2010
Number of Burglaries of a Vehicle	1287	1187	1325
Number of Recovered Items	0	0	0
Number of Arrests	43	12	18
Number of (other)	0	0	0
Number of (other)	0	0	0

Other Motor Vehicle Crimes	Year 1	Year 2	Year 3
	2012	2011	2010
68A Inspections	1346	884	819
Salvage Inspections	22	41	46
Number of Stolen Vehicle Inquiries	0	0	0
Number of (other) Vehicles	7598	10791	10191

Automobile Burglary & Theft Prevention Authority

Organization: Travis County

2014-T01-Travis C-00008

Version Date: 07/08/2013 14:23:14

Proposed Objectives

a. Select the standard goal and describe the specific objectives of the project. Include any quantifiable data by which activities measure.

Auto Theft Goal

GOAL 1: REDUCE THE INCIDENT OF MOTOR VEHICLE THEFT.

- Objective 1. Locate and shut down chop shops (6)
- Objective 2. Conduct salvage inspections (20)
- Objective 3. Conduct interdiction activities (100)

Auto Burglary Goal

GOAL 2: REDUCE THE INCIDENT OF THEFT FROM A MOTOR VEHICLE.

- Objective 1. Conduct tire sting operations (6)
- Objective 2. Conduct burglary of vehicle surveillance operations (10)
- Objective 3. Conduct bait car sign operations using the sign boards (5)

Public Awareness Goal

GOAL 3: PUBLIC AWARENESS METHODS USED TO EDUCATE THE CITIZENS OF TEXAS AND TRAINING OF QUALIFIED PERSONNEL IN THE DETECTION AND PREVENTION OF AUTO BURGLARY & THEFT.

- Objective 1. Public awareness events (100)
- Objective 2. Training for officers (10)
- Objective 3. Reach (14,000,000) through media outreach, training and PR events

Grantee Goals

GOAL 7: PREVENT THE INCIDENT OF FRAUDULENT TITLES AND REGISTRATION OF STOLEN VEHICLES.

- Objective 1. Fraudulent title inspections (5)
- Objective 2. Fraudulent dealer license plate cases / citations (5)
- Objective 3. Conduct fraudulent license plate classes for LE officers (4)

Grantee Goals

GOAL 8: REDUCE THE INCIDENT OF AUTOMOBILE INSURANCE FRAUD.

- Objective 1. Collaborate with NICB on a quarterly basis (4)
- Objective 2. Investigate or Assist with Arson Cases (4)
- Objective 3. Investigate or Assist with Insurance Fraud Cases (2)

b. Describe how the project will impact the stated problem.

The expertise of the Task Force is well known both inside and outside the 17-County region and is called upon routinely for assistance. We are quickly becoming experts in counterfeit or fraudulent dealer license plates and fraudulent titles as well. We will continue to accomplish all of this through training of Law Enforcement agencies and working to educate the public through public awareness campaigns.

c. Describe proposed plan for auto theft crime prevention, education and training.

VIN etchings, HEAT registrations, neighborhood meetings, Lions and Rotary Clubs, mock citations, stuff brochures in billings, etc. Hold Auto Theft, Salvage Inspections and Highway Interdiction classes for Law Enforcement throughout the state.

Automobile Burglary & Theft Prevention Authority

Organization: Travis County

2014-T01-Travis C-00008

Version Date: 07/08/2013 14:23:14

Functions Of Proposed Project

The functions of the project should:

Identify the service needs to be met by the project and the applicant's experience or qualifications.

Describe how this project will cooperate/coordinate activities with other appropriate agencies/projects.

Describe in what way (if any) is this project innovative and what methods taken to assure that the project demonstrates cross-cultural awareness in all project activities and in its staffing and training.

A. Crime prevention, education and training will be major focuses of the Task Force. We will attempt to reach as many citizens as possible with Public Awareness, educating them in the causes of and solutions for Auto Theft and Burglary of Vehicle.

B. Conducting Salvage Inspections and performing covert and overt surveillance. VTR 68-A inspections and locating Chop Shops will remain a function of the Field Agents. There is over 80 years of combined experience among our Field Agents, with three of them being experts.

C. SCATTF has an outstanding working relationship with the APD Auto Theft Interdiction Unit as well as other Task Forces. We schedule highway interdictions and / or Salvage Inspections and routinely invite DPS and local agencies to participate.

D. The Task Force continually works with other agencies with the State. These operations and cooperation allow the Task Force agents to learn from each other; fostering relationships that assists in the sharing of information; not only in our area, but about the State as a whole.

E. The Texas Commission on Law Enforcement Standards mandates all licensed Peace Officer's participate in a cultural awareness class at a minimum of every other year. Federal law requires that a racial profiling form be completed on all traffic stops made.

F. SCATTF is an innovative program within the 17-County area. Each Sheriff involved has commented on the cohesiveness and work performance the Task Force provides.

Automobile Burglary & Theft Prevention Authority

Organization: Travis County

2014-T01-Travis C-00008

Version Date: 07/08/2013 14:23:14

Evaluation Design

The program evaluation should indicate how the applicant will assess the success of the project and the extent to which the strategy achieved the project's goals and objectives.

a. Describe the design of a plan for local evaluation of this project.

An important aspect in evaluating a program of this magnitude is whether the participating agencies (Sheriff's Office) perceive the program as one that is worthwhile in THEIR county and whether all counties coordinating efforts with each other are for the good of all involved. We will continue to host bi-yearly Board of Governor's meetings to discuss items relevant to this project and receive feedback. Minutes are recorded and all present are invited to speak on any item of interest.

b. Cite relevant data that will be used to measure the effectiveness of this project.

We keep monthly statistics to track the progress of the unit and to ensure we are meeting our goals set forth at the beginning of the Fiscal Grant Year. We monitor our individual county, the 17-County Task Force area and the State as a whole; to ensure we are continuing to make a difference in the fight against Auto Thefts and Burglary of Vehicles.

c. Describe the mechanism to evaluate the programs progress.

Monthly statistics, along with monthly progress reports, quarterly financial reports and end of year statistics are submitted to track our progress. We ensure our goals are reached each year and we also use feedback from our bi-yearly Board of Governor's meetings.

Automobile Burglary & Theft Prevention Authority

Organization: Travis County

2014-T01-Travis C-00008

Version Date: 07/08/2013 14:23:14

Designation of Grant Officials

Project Title: Sheriff's Combined Auto Theft Task Force
Organization Name Travis County
Address PO Box 1748
Austin, TX 78767
Phone: (512) 854-9735
Fax: (512) 854-7410
Federal Tax ID 17460001922021
ABTPA Funds Requested \$1,001,869
New Continuation

Project Director
Prefix Ms. **First Name:** Phyllis **Last Name:** Clair
Title Major **Business Address:** PO Box 1748 | 5555 Airport Blvd
City Austin **State:** Texas **Zip:** 78767
Phone 512-854-9759 **Fax:** 512-854-3289 **E-Mail:** phyllis.clair@co.travis.tx.us
Alternate Signature Name Lieutenant Jason Jewert
Phone 512-854-7401

Project Manager
Prefix Mr. **First Name:** Tommy **Last Name:** Wooley
Title Sergeant **Business Address** PO Box 1748 | 7811 Burleson-Manor Rd.
City Austin **State** Texas **Zip** 78767
Phone 512-854-7423 **Fax:** 512-854-7410
E-Mail: tommy.wooley@co.travis.tx.us
Alternate Signature Name Captain Cyril Friday
Phone 512-854-7401

Financial Officer
Prefix Ms. **First Name** Nicki **Last Name** Riley
Title County Auditor **Business Address** PO Box 1748
City Austin **State** Texas **Zip** 78767
Phone 512-854-9125 **Fax** 512-854-9164 **E-Mail** nicki.riley@co.travis.tx.us
Alternate Signature Name Auditor Paul Lyon
Phone 512-854-9125

Authorized Official
Prefix Mr. **First Name** Samuel **Last Name** Biscoe
Title County Judge **Business Address** PO Box 1748
City Austin **State** Texas **Zip** 78767
Phone 512-854-9555 **Fax** 512-854-9535 **E-Mail** sam.biscoe@co.travis.tx.us
Alternate Signature Name Judge's designee (we do not know)
Phone 512-854-9555

Automobile Burglary & Theft Prevention Authority

Organization: Travis County

2014-T01-Travis C-00008

Version Date: 07/08/2013 14:23:14

Americans w/ Disabilities Act (ADA)

The Grantee hereby assures and certifies compliance with Subchapter II, Part A of the Americans with Disabilities Act (ADA), 42 U.S.C., Sections 12131-12134, and Department of Justice ADA regulations, 28 CFR Part 35.

✓ I have read and understood the instructions provided.

Automobile Burglary & Theft Prevention Authority

Organization: Travis County

2014-T01-Travis C-00008

Version Date: 07/08/2013 14:23:14

Non-Supplanting Certification

I certify that the programs proposed in this application meet all the requirements of the Texas Civil Statutes, Article 4413(32a), §6(a)(7), (a) Texas Civil Statutes, Article 4413(32a), §6(a)(7), requires that state funds provided by this Act shall not be used to supplant state or local funds. Public Law 98-473 requires that federal funds provided by that Act shall not be used to supplant state or local funds.

I further certify that ABTPA funds have not been used to replace state or local funds that would have been available in the absence of ABTPA funds. The certification shall be incorporated in each grantee's report of expenditure and status of funds referred to under §57.3(6) of this title (relating to Adoption by Reference).

✓ I have read and understood the instructions provided.

Automobile Burglary & Theft Prevention Authority

Organization: Travis County

2014-T01-Travis C-00008

Version Date: 07/08/2013 14:23:14

Compliances

The attached digest of your grant application represents the Automobile Burglary & Theft Prevention Authority Board's approved amount. The digest represents budgeted amounts only and does not approve any items that conflict with the participating agency's personnel, procurement, travel, or local government code policies and procedures.

The grantee will be responsible in determining that the following requirements are being met prior to the release of funds:

1. Salaries are in accordance with local policy of the participating agencies.
2. Personnel are classified in accordance with the needed qualification for the position.
3. Fringe Benefits are in accordance with local policy of the participating agencies.
4. Travel Policy is in accordance with the travel policy of the participating agencies.

✓ I have read and understand the instructions provided.

Automobile Burglary & Theft Prevention Authority

Organization: Travis County

2014-T01-Travis C-00008

Version Date: 07/08/2013 14:23:14

Equal Employment Opportunities (EEO)

Agencies that employ fewer than 50 people are not required to file an equal opportunity program in accordance with 28 CFR 42.301 etseq., Subpart E.

Agencies that employ 50 or more people and has received or applied to the Automobile Burglary & Theft Prevention Authority for total funds in excess of \$25,000 are considered to have formulated an equal employment opportunity program in accordance with 28 CFR 42.301 et seq.

This agency employs fewer than 50 people.

No Yes

If yes above, please provide the office of record.

Name

Kim Austin-Smith

Title

Interim Director

Address

PO Box 1748

City

Austin

State

Texas

Zip Code

78767

Automobile Burglary & Theft Prevention Authority

Organization: Travis County

2014-T01-Travis C-00008

Version Date: 07/08/2013 14:23:14

Assurances

ASSURANCES CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Texas Automobile Burglary & Theft Prevention Authority Program, that all the information presented is correct, and that the applicant will comply with the provisions of the Automobile Burglary & Theft Prevent Authority and all other federal and state laws, regulations, and guidelines. By appropriate language incorporated in each grant, subgrant, or other document under which funds are to be disbursed, the undersigned shall assure that the applicable conditions above apply to all recipients of assistance.

✓ I have read and understand the instructions provided.

Automobile Burglary & Theft Prevention Authority

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Independent Annual Audit Certification

The grantee assures compliance by itself and its applicable sub-recipients (contractors) with the Single Audit Act Amendments of 1996, P.L. 104 - 156 and, particularly, with the requirements of OMB Circular A-133 as follows (check one):

- ✓ 1. Grant(s) expenditures of \$300,000 or more in federal funds-
An annual single audit by an independent auditor made in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133.
- 2. Grant(s) expenditures of \$300,000 or more in state funds-
An annual single audit by an independent auditor made in accordance with the Uniform Grant and Contract Management Standards (UGCMS).
- 3. Grant(s) expenditures of less than \$300,000 in federal funds-
Exempt from the Single Audit Act. However, ABTPA may require a limited scope audit as defined in OMB Circular A-133.
- 4. Grant(s) expenditures less than \$300,000 but \$50,000 or more in state funds. A program-specific audit.
- 5. Grant(s) expenditures less than a total of \$50,000 in state funds-
Financial Statements audited in accordance with Generally Accepted Audited Standards (GAAS).

NOTE: Grantees exempt from the Single Audit Act requirements (i.e. those expending less than \$300,000 in total federal financial assistance) are prohibited from charging the cost of a Single Audit to a Federal award.

Regardless of items checked above, the grantee should, within 60 days following the date of the grant award, furnish the following information:

- 1. The identity of the organization conducting the audit.
- 2. Approximate time audit will be conducted.
- 3. Audit coverage to be provided.

Automobile Burglary & Theft Prevention Authority

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2014-T01-Travis C-00008

Version Date: 07/08/2013 14:23:14

Interagency Review and Approval

Prior to expending grant funds, the grantee is required to submit a copy of the interagency agreement between the grantee and each agency of the task force receiving ABTPA grant funds, for review and approval.

The interagency agreement must include the following:

(a) A detailed budget including personnel, travel, equipment, and other operating expenses that are to be reimbursed with grant funds (refer to Schedules in Grant Application where appropriate); and,

(b) A copy of the Assurance Certification from each agency, other than grantee, receiving ABTPA funds. Attach signed certification to agreement. (In lieu of having the Certification signed, the list of Assurances, or reference to them, may be included in the body of the Interagency Agreement.)

Upload the Interagency Agreement below:

47

Automobile Burglary & Theft Prevention Authority

Organization: Travis County

2014-T01-Travis C-00008

Version Date: 07/08/2013 14:23:14

District Attorney Contract

An example of a District Attorney Contract can be found here.

Upload the District Attorney Contract (if required) below:

https://www.dmv.state.tx.us/apps/intelligrants_TXATP/_Upload/8396-DAInterlocals.docx

Automobile Burglary & Theft Prevention Authority

Organization: Travis County

2014-T01-Travis C-00008

Version Date: 07/08/2013 14:23:14

Law Enforcement Training

Regional Academies

- a. Within 14 days after completion of each training school, the grantee shall submit to the Automobile Burglary and Theft Prevention Authority (ABTPA) a completed copy of the "Report of Training" form as required by the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE). The grantee must indicate which students completed the training school and list the agency each student represented.
- b. The training academy providing services may be appropriately licensed by TCLEOSE. Any training course paid for with ABTPA funds may result in participants receiving credit hours from TCLEOSE.
- c. Peace officer training courses shall be open to all local peace officers as defined in the Texas Code of Criminal Procedure, Article 2.12, on an equal basis. Reserve law enforcement officers, law enforcement radio dispatchers, and jailers are eligible for training provided by ABTPA grant funds.
- d. Funding for Basic Peace Officer Certification courses will be limited to the TCLEOSE-mandated contact hours for each trainee, unless grantee provides adequate justification for additional hours.

Upload Report of Training form below:

https://www.dmv.state.tx.us/apps/intelligrants_TXATP/_Upload/8842-ScannedFY2014SignedCopy.pdf

Automobile Burglary & Theft Prevention Authority

Organization: Travis County

2014-T01-Travis C-00008

Version Date: 07/08/2013 14:23:14

Procuring Consultants And Professional Services

To secure the professional services and/or the consultant services described in the approved grant budget, the following requirements shall apply:

a. **Fees and Arrangements.** The grantee shall consult and observe the guidelines stated in Section I, Financial and Administrative Requirements; Professional or Consultant Services.

b. **Procurement Procedures**

1. **Purchases up to \$250** may be made on a spot purchase basis, without comparative pricing.
2. **Purchases between \$1000 and \$2,500** require a minimum of three oral bids, based on identical specifications. The purchaser (grantee) is required to maintain records for audit that show the name, telephone number, date, and bid amount of each source contacted.
3. **Purchases between \$2,500 and \$5,000** require that written invitations for bid, using identical specifications, be mailed to a minimum of three prospective suppliers. Such invitations must clearly state the deadline for receipt of written bids. The purchaser (grantee) is required to maintain records for audit that include copies of all invitations and all written responses thereto (including original signatures thereon).
4. **Purchases above \$5,000** require formal newspaper advertising soliciting bids. The purchaser is required to maintain records for audit that include copies of the advertisement(s) and all written responses thereto (including original signatures thereon).
5. When the required services/supplies and/or the required skills are so unique that the purchaser cannot identify a minimum of three prospective sources – when the cost exceeds \$1,000 – the purchaser (grantee) shall seek guidance from the ABTPA. In such cases, the grantee shall provide to the ABTPA a letter containing all relevant facts and a proposed course of action.
6. **Audit organizations and individual independent auditors** typically will not respond to an “invitation for bid,” with precise specifications stipulated by the purchaser. In such cases, the purchaser should extend an “invitation for proposal” which permits the prospective supplier to develop the specifications of the engagement/purchase and to quote a relevant cost. It is then incumbent upon the purchaser to select the lowest cost proposal which meets the organizational needs.
7. In all instances, prior to the delivery of services, a written contract should be executed to secure professional and/or consultant services. An example can be found here.

c. **Grantor Agency Approval.** Following the solicitation of bids and prior to the execution of a contract, the grantee shall obtain ABTPA approval, by providing the ABTPA with a letter containing the following:

1. a brief narrative description of the specific procurement procedure (cited herein) that was used;
2. a copy of the newspaper advertisement, if that method is required by the applicable procurement procedure (cited herein);
3. a draft copy of the proposed contract;
4. a list of vendors or practitioners from whom bids or quotes were solicited;

✓ I have read and understand the instructions provided.

**INTERLOCAL ASSISTANCE AGREEMENT
REGIONAL AUTO THEFT ENFORCEMENT TASK FORCE**

This Agreement is entered into by and between the undersigned parties, hereinafter collectively referred to as the Parties, pursuant to Chapter 791 of the Texas Government Code, concerning interlocal cooperation contracts, and Chapter 362 of the Texas Local Government Code.

WHEREAS, auto theft is a crime that has steadily increased in recent years with population growth; and

WHEREAS, the cost of auto theft places burdens on the public and private sector alike; and

WHEREAS, the parties desire to address this problem by continuing to develop and implement a comprehensive auto theft law enforcement program, including violation identification, investigation, prosecution and public awareness; and

WHEREAS, the Parties desire to continue to pool their resources and to coordinate individual efforts in order to combat auto theft more efficiently and effectively; and

WHEREAS, the Parties agree to adhere to all pertinent federal, state and local laws or regulations.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

**ARTICLE I
CONTINUATION OF TASK FORCE**

1.01 The Parties by resolution or order enter into this Agreement to continue the existence of a mutual aid law enforcement task force to cooperate in criminal investigation and law enforcement to combat auto theft. The Parties hereby continue the existence of the Sheriffs Combined Auto Theft Task Force (the Task Force). The Task Force will continue to pool its resources and coordinate individual efforts to combat auto theft more efficiently and effectively. The Task Force will continue to assist its members in investigating, prosecuting and preventing auto theft.

**ARTICLE II
RESOURCES**

2.01 The allocation of law enforcement resources is a discretionary decision, which is to be made by the governmental entity and official(s) who controls the resources. It is acknowledged that the allocation of law enforcement is dependent on availability of funding and the resources in question. Subject to these expressly acknowledged

limitations, the Parties agree to endeavor to provide available law enforcement resources as requested in order to facilitate Task Force operations.

- 2.02 Travis County has applied for a grant from the Automobile Theft Prevention Authority (the ATPA) to provide funding for several positions to support Task Force operations, as set forth in Exhibit A (Grant Application), which is attached hereto and made a part hereof. The in-kind match for the ATPA grant is also set forth in Exhibit A.
- 2.03 Travis County may apply for and receive other grants to support the Task Force operations.
- 2.04 Travis County will act as the Manager for the administration of the grant(s), which will be utilized to support Task Force operations, and Travis County will allocate funding and equipment in accordance with the provisions of the grant documents.
- 2.05 To the extent that any of the Parties receive any grant funding or equipment which has been purchased with grant funds pursuant to this Agreement, such Parties will be considered subrecipients (the Subrecipients) and, as such, are subject to OMB Circulars A-87, A-133 and the Uniform Grant and Contract Management Standards, as applicable. Travis County, as the pass-through grant recipient, will provide the Subrecipients with a copy of the grant agreement, administrative guidelines and CFDA number, when applicable. In addition, the Subrecipients agree to and shall provide monthly accountings and expenditure reports to Travis County on a timely basis on forms, which will be provided to the applicable Parties. Final expenditure reports are due from any recipient of grant funding under the initial term of this Agreement no later than September 15, 2014. In accordance with the requirements of the grant, any Subrecipient costs, which have been paid from grant funds, but which are later deemed unallowable for reimbursement under the grant, shall be refunded by such subrecipient to Travis County.
- 2.06 The Parties agree to maintain accurate accounting records of any funds received or disbursed pursuant to this Agreement and, if requested, to allow Travis County and/or the granting agencies access to the records for the purpose of performing inspections and audits.
- 2.07 Any equipment received by the Parties under this Agreement which has been purchased with ATPA grant funds will remain Travis County property and will be separately accounted for and returned to Travis County at the termination of this Agreement, subject to the approval of ATPA. Any other equipment received by the Parties under this Agreement, which has been purchased with other grant funds, will remain Travis County property and will be separately accounted for and returned to Travis County at the termination of this Agreement, subject to the conditions of the grant.

2.08 To the extent that any of the Parties receive ATPA grant fund proceeds or equipment, which has been purchased with such grant funds, pursuant to this Agreement, such Parties shall comply with the applicable regulations, policies, guidelines and requirements referenced in Exhibit B (DA Contract), a copy of which is attached hereto and made a part hereof. In addition, to the extent that any of the Parties receive ATPA grant fund proceeds or equipment, which has been

purchased with such grant funds, pursuant to this Agreement, such Parties, by executing this Agreement, certify that the program proposed in this Agreement meets all of the requirements of the ATPA, that all of the information presented is correct, and that such Parties will comply with the provisions of the ATPA and all other federal and state laws, regulations and guidelines.

2.09 In the event that funds and/or other property are forfeited under the provision of law as a result of the activities of the Task Force, the property will be sold or any other intended use of the property shall be approved by the ATPA (and, if applicable, any other granting agency), and all such funds will be expended for Task Force purposes. The Task Force will provide custody and accounting of these funds and assets, if any, and will utilize the funds and assets in accordance with applicable law and the decision of the Task Force Board of Governors.

ARTICLE III TASKS

3.01 The Parties will each appoint a representative to serve on a Board of Governors of the Task Force, which will be chaired by the Sheriff of Travis County.

3.02 The Board will:

1. set the policy of the Task Force;
2. receive reports concerning the activities of the Task Force;
3. meet annually on a date selected by its chairperson and at other times as set by the Board;
4. adopt and follow proper parliamentary procedures at each of its meetings;
5. organize the Task Force to most effectively utilize Task Force resources in the accomplishment of its objectives;
6. appoint a Committee to develop standard operating procedures for the Task Force and the committee will submit the procedures to the Board for its approval;
7. organize and implement Task Force operations;
8. establish inter-agency flow charts, meeting schedules and screening criteria; and
9. designate points of contact and determine agency responsibility.

3.03 The Sheriff of Travis County will appoint a Task Force Coordinator to coordinate the day-to-day operation of the Task Force.

53

**ARTICLE IV
JURISDICTION**

- 4.01 The peace officers of the Parties, who are assigned to a Task Force operation, will have the additional jurisdictional authority set forth in this Agreement.
- 4.02 The jurisdiction conferred under this Agreement will include the power to conduct investigations, make arrests without a warrant, to execute search warrants and to make other reasonable and necessary law enforcement actions for the purpose of and in the pursuit of achieving Task Force objectives outside the jurisdiction from which the officer is assigned and within the territory of a specific Task Force operation. All assigned officers will have the investigative and arrest authority necessary to effectively cooperate in the attainment of the Task Force objectives within the area covered by a specific Task Force operation.
- 4.03 Venue for the prosecution of a criminal offense brought in connection with any Task Force operation will be in accordance with applicable law.

**ARTICLE V
COORDINATION OF LAW ENFORCEMENT OPERATIONS**

- 5.01 With the return of this executed Agreement, each party will designate in writing an individual to serve as a single point of contact for the purpose of coordinating law enforcement operations. The designation will include telephone, fax and pager numbers. The Parties may change the designated points of contact by delivering a notice to the other parties in accordance with the terms of this Agreement.
- 5.02 The individuals, who act as the single points of contact, will also act as the liaisons between the Task Force and the law enforcement officials of the participating jurisdictions. The Task Force Coordinator will notify the single point of contact of each jurisdiction to be involved in a Task Force operation of the contemplated operation and will communicate with the single points of contact to coordinate the day-to-day operation of the Task Force.
- 5.03 The law enforcement agencies of the area where an arrest is made pursuant to a Task Force operation shall be notified of the arrest without delay, and the notified agency shall make available the notice of arrest in the same manner as if the arrest were made by a member of that agency.

**ARTICLE VI
PEACE OFFICER COMPENSATION**

- 6.01 A peace officer assigned to the Task Force shall receive from the assigning party the same wages, salary, pensions and other compensation, employment benefits and rights, including injury or death benefits, for the service as though the service had been rendered directly for the party who assigned the officer to the Task Force.

54

**ARTICLE VII
ALLOCATION OF FUNDS**

- 7.01 Grant funds will be allocated in conformance with the intent and requirements of the applicable grant.
- 7.02 A party to this Agreement shall not request reimbursement for any services performed pursuant to this Agreement by another party to this Agreement.

**ARTICLE VIII
LEGAL RESPONSIBILITIES**

- 8.01 If any law enforcement officer assigned to the Task Force is cited as a defendant in any civil law suit arising out of his or her official acts as a law enforcement officer assigned to the Task Force, the officer will have the same benefits from the assigning agency that such law enforcement officer would be entitled to receive if such civil action had arisen out of an official act within the scope of his or her duties as an officer of and in the jurisdiction of the assigning party.
- 8.02 No party to this Agreement will be responsible for the acts of a law enforcement officer of another jurisdiction, who is assigned to the Task Force, except as may be decreed against that party by a judgment of a court of competent jurisdiction.
- 8.03 It is expressly understood and agreed that in the execution of this Agreement, no party waives, nor shall be deemed to waive, any immunity or defense otherwise available to it against any claims arising in the exercise of governmental powers and functions.
- 8.04 Each party to this Agreement waives all claims against every other party to the agreement for compensation for any loss, damage, personal injury or death, occurring as a consequence of the performance of this Agreement, except for acts in violation of law.

55

**ARTICLE IX
NON-PEACE OFFICER PERSONNEL**

9.01 In the event that a party to this Agreement assigns any non-peace officer personnel to participate in any Task Force operations, such personnel will have the rights to compensation and legal defense provided to peace officers under Sections VI and VIII of this Agreement, provided however, that nothing in this Agreement is intended to grant any law enforcement authority upon any such non-peace officer personnel.

**ARTICLE X
DISTRIBUTION OF ASSETS**

10.01 Upon termination of this Agreement, all assets of the Task Force, itself, including any real property or funds available due to forfeitures made in accordance with State and Federal law, will be distributed in accordance with applicable law and the decision of the Task Force Board of Governors.

10.02 Upon termination of this Agreement, equipment on loan to the Task Force by the agreement of a party will be returned to the appropriate party.

**ARTICLE XI
TERM & COMMENCEMENT & ADDITIONAL PARTIES**

11.01 The term of this Agreement will be one (1) year from September 1, 2013, to August 31, 2014. If less than all of the contemplated parties execute this Agreement prior to commencement of the Task Force operations, this Agreement will operate as an Interlocal Agreement between the signatory parties at that time. Any governmental entities located in or serving the targeted region not a party to this Agreement may execute a copy of this Agreement and become a party upon the approval of the Task Force Board of Governors.

**ARTICLE XII
TERMINATION**

12.01 Any party may, upon written notice to all other parties, withdraw from this Agreement at any time.

**ARTICLE XIII
PAYMENTS**

13.01 The party or parties paying for the performance of governmental functions or services shall make payments therefor from current revenues available to the paying party.

**ARTICLE XIV
NOTICE**

14.01 Any notice given hereunder by any party to the other parties shall be in writing and may be effected by personal delivery in writing, by registered or certified mail, return receipt requested, when mailed to the proper party, in care of the official signing this Agreement or by fax transmission as agreed to by the Parties and as evidenced by a confirming return fax transmission.

**ARTICLE XV
LEGAL CONSTRUCTION**

15.01 If any one or more of the provisions of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision and the Agreement will be construed without the invalid, illegal or unenforceable provision.

15.02 Whenever the context of this Agreement requires, the masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others. Any portion of this Agreement held by a court of competent jurisdiction to be invalid, illegal or ineffective shall not impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph or article so held to be invalid, illegal or ineffective.

**ARTICLE XVI
ENTIRE AGREEMENT**

16.01 This is the complete and entire Agreement between the Parties with respect to the matters herein and supersedes all prior negotiations, agreements, representations and understandings, if any. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. No official, representative, agent or employee of

Travis County, Texas has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Commissioners Court of Travis County, Texas.

**ARTICLE XVII
ADDITIONAL AGREEMENTS**

17.01 The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to carry out the purposes of this Agreement.

**ARTICLE XVIII
APPLICABLE LAW**

18.01 This Agreement shall be construed under the laws of the State of Texas. Any suits relating to this Agreement will be filed in a district court of Travis County, Texas.

**ARTICLE XIX
NO THIRD PARTY RIGHTS**

19.01 Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

**ARTICLE XX
MULTIPLE COUNTERPARTS**

20.01 This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument. In like manner, from and after the time it executes a consent or other document authorized or required by the terms of the Agreement, such consent or other document shall be binding upon such party.

**ARTICLE XI
ASSURANCES CERTIFICATION**

21.01 The undersigned Parties certify that the programs described herein meet all the requirements of the Texas Automobile Theft Prevention Authority Program, that all the information presented is correct and that they will comply with the provisions of the Automobile Theft Prevention Authority and all other applicable federal and state laws. The undersigned Parties certify that they will comply with the list of Assurances which is attached hereto as Exhibit C and incorporated herein by reference. The undersigned Parties further certify that, by appropriate language incorporated in each grant, subgrant, or other document under which funds are to be disbursed, they shall assure that the applicable conditions in Exhibit C (Assurances) apply to all recipients of assistance.



JAMES SYLVESTER
Chief Deputy

GREG HAMILTON

DARREN LONG
Major - Corrections


PHYLLIS CLAIR
Major - Law Enforcement

MARK SAWA
Major - Administration & Support

TRAVIS COUNTY SHERIFF

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

July 17, 2013

TO: Janice Cohoon, Auditor's Office
FROM: Tracy Miller, Sheriff's Office 
SUBJECT: Revenue Certification 2014 ABTPA Grant

In response to the recently awarded grant contract, we would request revenue certification for:

External Reference: 2014-T01-Travis C-00008
Grant Name: Sheriffs' Combined Auto Theft Task Force
Grant Period: 09/01/2013 - 8/31/2014
Program Fund: Automobile Burglary and Theft Prevention Authority
Sponsor: 500026 Texas of Department of Motor Vehicles
Grant Award: \$641,481
Grantee Match: \$385,971
In Kind Match: \$0
Total Project Cost: \$1,027,452

If you have any questions please feel free to contact my office at 512.854.6923.



Safety, Integrity, Tradition of Service



GREG HAMILTON

JAMES SYLVESTER
Chief Deputy

TRAVIS COUNTY SHERIFF

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

DARREN LONG
Major - Corrections

PHYLLIS CLAIR
Major - Law Enforcement

MARK SAWA
Major - Administration & Support

July 18, 2013

TO: Mike Long, Purchasing Assistant
FROM: Tracy Miller, Planner *JM*
SUBJECT: Contract No.s IL04291ML-IL040296ML
RE: Sponsor Number 500026 Texas Department of Motor Vehicles
Cost Center 1370700001
External Reference 2014-T01-Travis C-00008

The above referenced contracts are scheduled to expire August 31, 2013. These contracts are for the reimbursement of the partner counties in the Sheriff's Combined Auto Theft Task Force. The Sheriff's Office has applied to the Auto Theft Prevention Authority to renew the grant. The State has accepted our application and the award of the grant. The Sheriff's Office would like to renew these contracts, with note they will not exceed the amounts as indicated below (and actually they are the same amounts as last year):

- IL040291ML - Bastrop County - \$47,500
- IL040296ML - Colorado County - \$44,640
- IL040292ML - Comal County - \$69,763
- IL040293ML - Guadalupe County - \$50,648
- IL040294ML - Hays County - \$52,110
- IL040295ML - Wharton County - \$48,705

I will be sending the counties the Interlocal agreements. As soon as I have them back I will route them to you for your files.

If you have any questions please feel free to contact my office at 512.854.6923.

xc: Janice Cohoon
TCSO Finance



Safety, Integrity, Tradition of Service

60



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 type="checkbox"/>	Amendment: <input checked="" type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	Transportation and Natural Resources	
Contact Person/Title:	Steven M. Manilla, P.E. County Executive	
Phone Number:	512-854-9383	

Grant Title:	Low-Income Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP)		
Grant Period:	From: <input type="text" value="Agreement Execution"/>	To: <input type="text" value="Project Completion"/>	
Fund Source:	Federal: <input type="checkbox"/>	State: <input checked="" type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Texas Department of Transportation		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Originating Grantor:	Texas Commission on Environmental Quality		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 200,286	\$ 0	\$ 0	\$ 0	\$ 200,286
Operating:	\$ 2,156,024	\$ 0	\$ 0	\$ 0	\$ 2,156,024
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Totals:	\$ 2,356,310	\$ 0	\$ 0	\$ 0	\$ 2,356,310
FTEs:	2.80	0.00	0.00	0.00	2.80

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"/>	JJ	

cel

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+ - Applicable Departmental Measures					
1.					
2.					
3.					
+ - Measures for the Grant					
1.	Number of Applications Processed				800
Outcome Impact Description		Providing good customer service by processing applications and educating the public about this program.			
2.					
Outcome Impact Description					
3.					
Outcome Impact Description					

PBO Recommendation:

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?

In this year's state legislative process, Travis County actively supported the addition to Senate Bill 1 that increased the amount of funding from the Texas Commission on Environmental Quality to the County for the Low Income Vehicle Repair, Retrofit, and Replacement Assistance Program (LIRAP). This amendment extends the grant through FY 15 and increases the award from annual amount of about \$160,000 a year to \$1,178,155 a year for FY 14 and FY 15, for an additional total award of \$2,356,310.

Ninety percent of the grant funding is used to directly fund additional repairs to vehicles. The remaining funds are used to support the 2.8 FTE that support the program directly in TNR and HHS. The program does not have a grant match and no requirements to continue funding after termination of the grant.

PBO recommends approval of the contract amendment to continue the program with increased resources.

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

N/A. 100% of funding is from TCEQ

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.

62

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

The contract amendment does not affect indirect costs. Indirect costs under the parent contract are allowable but 100% of the funds are used for program administration.

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, the program will discontinue upon discontinuance of grant funding.

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

Program has been on-going since 2005

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

This amendment continues a program already in place since 2005 which improves air quality in Travis County by assisting with the cost of emission related automobile repair costs for qualified applicants.



RECEIVED

13 JUL 19 PM 12:18

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

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

TRAVIS COUNTY
PLANNING & BUDGET OFFICE

July 19, 2013

MEMORANDUM

TO: Leslie Browder, County Executive, Planning and Budget Office

FROM: *Carl B. Doyle for*
Steven M. Manilla, P.E., County Executive

SUBJECT: Low-Income Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP) Counterfeit Motor Vehicle Inspection Program (CMVIP) Grant Contract Amendment

TNR is requesting that PBO post an item to the July 30, 2013 agenda for the award of a grant contract amendment for the LIRAP LIP CMVIP program. This amendment will add \$28,000 of funding for FY 2013. The additional funding is provided from the TCEQ based upon the 2009 legislative amendment for the Local Initiation Projects (LIP) program through HB 1796.

The Texas Commission on Environmental Quality (TCEQ) has notified Travis County that we are eligible for additional funding due to other participating counties returning their CMVIP program budgets. This grant provides funding for the salaries of law enforcement officers who participate in the investigation of fake or counterfeit emissions certificates.

If you have any questions or require additional information please contact Donna Williams-Jones at extension 47677 for financial issues and Adele Noel at extension 47211 for program issues.

Attachments: Grant Summary Sheet
Grant Contract Amendment #7- 3 Originals
FY 2013 LIP Project Summary - County Certification

cc: Michelle Gable, Auditor's Office
Julie Joe, County Attorney's Office
Alan Miller, PBO
Adele Noel, TNR
Sydnie Crosbie, TNR
Donna Williams-Jones, TNR

64

TRAVIS COUNTY - TNR
LIRAP GRANT CONTRACT 582-12-20268 - AMENDMENT #1
 Budget Allocation

	Total	90% Repair/ Replacement Operating	15% of 10% Admin Operating	Total Operating	85% of 10% Admin Personnel
FY 2014	\$ 1,178,155	\$ 1,060,340	\$ 17,672	\$ 1,078,012	\$ 100,143
FY 2015	\$ 1,178,155	\$ 1,060,340	\$ 17,672	\$ 1,078,012	\$ 100,143
	\$ 2,356,310	\$ 2,120,679	\$ 35,345	\$ 2,156,024	\$ 200,286

S:\Grants\LIRAP\[LIRAP 582-12-20268 Amendment Budget for 2014_2015_DWJ Jul'2013 .xlsx]Sheet1

CONTRACT NUMBER 582-12-20268

CONTRACT AMENDMENT TO THE INTERGOVERNMENTAL COOPERATIVE REIMBURSEMENT AGREEMENT BETWEEN THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) AND TRAVIS COUNTY

AMENDMENT NUMBER 1

Pursuant to Article 1 (CONTRACT PERIOD) and Article 9 (AMENDMENTS) in the General Terms and Conditions of the Agreement, TCEQ and Travis County (GRANTEE) agree to amend Contract Number 582-12-20268 to extend the Expiration Date of the Agreement from 08/31/2013 to 08/31/2015 and to add \$2,356,310 in funding for Fiscal Years 2014 and 2015, bringing the total Maximum TCEQ Obligation to \$2,690,920.00.

Fiscal Year	Contract Amount
Fy12	\$169,872.00
FY13	\$164,738.00
FY14	\$1,178,155.00
FY15	\$1,178,155.00
Total Maximum TCEQ Obligation	\$2,690,920.00

In accordance with Section 1.2 of the General Terms and Conditions (Renewal and Extension Period), the Contract Signature Page is amended to reflect an Expiration Date of August 31, 2015.

Grantee shall use its best efforts to expend funds carried over by this amendment before utilizing the new funding provided for continuation of the Program.

All other conditions and requirements of Contract Number 582-12-20268 remain unchanged and shall apply to all provisions specified herein.

TCEQ:

Grantee:

Texas Commission on Environmental Quality

Travis County

(Signature)

(Signature)

Richard A. Hyde, P.E.
(Printed Name)

The Honorable Samuel T. Biscoe
(Printed Name)

Deputy Executive Director
(Title)

Travis County Judge
(Title)

Date: _____

Date: _____

lele



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 type="checkbox"/>	Amendment: <input checked="" type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	Transportation and Natural Resources	
Contact Person/Title:	Steven M. Manilla, P.E. County Executive	
Phone Number:	512-854-9383	

Grant Title:	LIRAP Local Initiative Projects (LIP) Counterfeit Motor Vehicle Inspection Program (CMVIP)		
Grant Period:	From: <input type="text" value="Agreement Execution"/>	To: <input type="text" value="Project Completion"/>	
Fund Source:	Federal: <input type="checkbox"/>	State: <input checked="" type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Texas Department of Transportation		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Originating Grantor:	Texas Commission on Environmental Quality		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 1,716,162	\$ 7,000	\$ 0	\$ 0	\$ 1,723,162
Operating:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Totals:	\$ 1,716,162	\$ 7,000	\$ 0	\$ 0	\$ 1,723,162
FTEs:	0.50	0.00	0.00	0.00	0.50

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

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

67

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
Applicable Departmental Measures					
1.					
2.					
3.					
Measures for the Grant					
1.	Track Citations Issued on Quarterly Basis - No quantities required by grantor				None Required by TCEQ
	Outcome Impact Description	Identify/reduce the number of fake or counterfeit emissions certificates issued in Travis County.			
2.					
	Outcome Impact Description				
3.					
	Outcome Impact Description				

PBO Recommendation:

TNR has submitted a request to approve Amendment # 7 to the Intergovernmental Cooperative Reimbursement Agreement between the Texas Commission on Environmental Quality (TCEQ) and Travis County. The amendment provides \$28,000 of additional resources to continue the Counterfeit Motor Vehicle Inspection Program. The additional resources will provide funding for the Sheriff's Office to investigate fake or counterfeit emission certificates.

PBO recommends approval of the amendment to continue the program.

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

This amendment continues a program already in place since 2009 which helps to verify the validity of the emissions certificate and vehicle registration in Travis County. Grant amendment #7 will provide \$28,000 of additional funding to cover Sheriff Office salaries so they can investigate potential violations and issue citations if warranted. Travis County is on the edge of being declared non-attainment for ozone. This program is an important component of improving air quality in Travis County. The cost share shown is just for amendment #7

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

N/A. No County requirements beyond the grant period.

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.

Yes. Estimated \$7000 of related fringe benefits paid on the salaries will be the County's match.

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

The contract amendment does not affect indirect costs. Indirect costs under the parent contract are allowable but 100% of the funds are used for program administration.

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, the program will discontinue upon discontinuance of grant funding.

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

Program has been on-going since 2009.

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

This amendment continues a program already in place since 2009 which improves air quality in Travis County by assisting with the reduction of fake and counterfeit emission certificates and vehicle registrations.



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

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 19, 2013

MEMORANDUM

TO: Leslie Browder, County Executive, Planning and Budget Office
FROM: *Steven M. Manilla*
Steven M. Manilla, P.E., County Executive
SUBJECT: Low-Income Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP) Counterfeit Motor Vehicle Inspection Program (CMVIP) Grant Contract Amendment

TNR is requesting that PBO post an item to the July 30, 2013 agenda for the award of a grant contract amendment for the LIRAP LIP CMVIP program. This amendment will add \$28,000 of funding for FY 2013. The additional funding is provided from the TCEQ based upon the 2009 legislative amendment for the Local Initiation Projects (LIP) program through HB 1796.

The Texas Commission on Environmental Quality (TCEQ) has notified Travis County that we are eligible for additional funding due to other participating counties returning their CMVIP program budgets. This grant provides funding for the salaries of law enforcement officers who participate in the investigation of fake or counterfeit emissions certificates.

If you have any questions or require additional information please contact Donna Williams-Jones at extension 47677 for financial issues and Adele Noel at extension 47211 for program issues.

Attachments: Grant Summary Sheet
Grant Contract Amendment #7- 3 Originals
FY 2013 LIP Project Summary - County Certification

cc: Michelle Gable, Auditor's Office
Julie Joe, County Attorney's Office
Alan Miller, PBO
Adele Noel, TNR
Sydnia Crosbie, TNR
Donna Williams-Jones, TNR



Travis County Commissioners Court Agenda Request

Meeting Date: July 30, 2013

Prepared By: Adele Noel Phone #: (512) 854-7211

Division Director/Manager: Jon White/Tom Weber - NREQ

Department Head/Title: *Carl B. J. [Signature]*
Steven M. Marilla, P.E., County Executive-TNR

Sponsoring Court Member: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on the following requests:

- A) on Amendment 7 to the Interlocal Cooperative Reimbursement Agreement Between the TCEQ and Travis County, contract 582-8-89964 ; and
- B) to use the grant to continue the Counterfeit Motor Vehicle Inspection Program.

BACKGROUND/SUMMARY OF REQUEST:

In 2007, the 80th Texas Legislature, passed Senate Bill 12, amending the Texas Health and Safety Code, Chapter 382 to add Section 382.220 titled, Use of Funding for Local Initiative Projects. This section authorizes the expenditure of accumulated funds on clean air projects by counties participating in Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP).

In 2009, the 81st Legislature amended the requirements for the Local Initiation Projects program, through HB 1796 by:

- authorizing additional expenditure of accumulated funds on clean air projects,
- restricting local county governments from purchasing vehicles to replace their fleet; and
- allowing the TCEQ to reduce the matching requirement contribution to less than 50% for the development and implementation of projects proposing to reduce the occurrence of counterfeit state inspection stickers.

Amendment 7 adds \$28,000.00 for Fiscal Year 2013. These additional funds were returned to the TCEQ by other participating counties and were offered to Travis County for the Counterfeit Motor Vehicle Emissions Certificate Program.

The contract will reimburse the county for the salaries of law enforcement officers who participate in the Counterfeit Motor Vehicle Inspection Program (CMVIP). Officers will have 24-hour access to a database to investigate vehicle records of potential offenders. An officer can enter a license plate number or vehicle identification number into the North Central Texas Council of Governments

Emissions Database (NED) to verify the validity of the emissions certificate and vehicle registration. If the emissions certificate is a fake or counterfeit certificate, a citation is issued. The officer will also verify registration. Affected vehicle owners are provided information about the Drive A Clean Machine Program to assist in bringing their vehicles into compliance.

STAFF RECOMMENDATIONS:

TNR recommends approval.

ISSUES AND OPPORTUNITIES:

In 2007, the 80th Texas Legislature, passed Senate Bill 12, amending the Texas Health and Safety Code, Chapter 382 to add Section 382.220 titled, Use of Funding for Local Initiative Projects. This section authorizes the spending of accumulated funds on clean air projects proposed by counties that participate in Low-Income Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program.

The current National Ambient Air Quality Standard (NAAQS) for ozone is 75 parts per billion. Addressing the quality of emissions from vehicles is one of the primary strategies for addressing ozone in Travis County, considering that the majority of nitrogen oxides (precursors to ozone formation) result from on-road mobile sources like passenger vehicles.

FISCAL IMPACT AND SOURCE OF FUNDING:

There will be no negative impact on Travis County's budget.

EXHIBITS/ATTACHMENTS:

Amendment 7
Project Summary

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429

CC:

Jon White	Division Director	TNR	(512) 854 7212
Thomas Weber	Env. Proj. Mgr	TNR	(512) 854 4692
Michele Gable	Financial Auditor	TNR	(512) 854 5883
Julie Joe	County Attorney	County Attorney	(512) 854 9415

:
: **0101 - Administrative Svs-**

CONTRACT NUMBER 582-8-89964

**CONTRACT AMENDMENT TO THE INTERGOVERNMENTAL COOPERATIVE
REIMBURSEMENT AGREEMENT BETWEEN THE TEXAS COMMISSION ON
ENVIRONMENTAL QUALITY (TCEQ) AND TRAVIS COUNTY**

AMENDMENT NUMBER 7

Pursuant to Article 7 (AMENDMENTS) of the General Conditions of the Agreement, TCEQ and Travis County (Grantee) agree to amend Contract Number 582-8-89964 adding \$28,000.00 for Fiscal Year (FY) 13 as listed in the table below, thereby increasing the Total Maximum TCEQ Obligation to \$1,716,162.68. This amendment will also amend the expiration date of the agreement and allow for advance payment of funds.

1. In accordance with Section 1.2 of the General Conditions (Renewal and Extension Period), the Contract Signature Page is amended to reflect an Expiration Date of August 31, 2014.
2. In accordance with the Agreement, FY11 funds may be expended through August 31, 2013. As this Agreement now terminates on August 31, 2014, the FY12 and FY13 funds added by previous amendment must be expended by August 31, 2014.
3. Section 1.3 of the General Conditions is amended to read as follows:
 - 1.3 Contract Renewals. There are no additional renewals available after the Expiration Date of this Agreement.
4. Article 6 of the General Conditions is amended to add Section 6.8, reading as follows:
 - 6.8 The TCEQ may provide the funds in advance of the Grantee's incurring anticipated costs of Local Initiative Projects.
 - 6.8.1. By paying advance payments the TCEQ does not waive any requirements for the reimbursement of costs. The TCEQ may at any time before or after any advance payment request additional evidence concerning costs. The TCEQ may audit the records of the Grantee and may also audit the Grantee's performance as to any Contract Activity and any other Contract requirement.
 - 6.8.2. Advance Payments are conditioned on the approval of the FSR. If the FSR does not demonstrate that the Grantee has complied with the Contract requirements, the TCEQ may withhold approval or reject the FSR.

Original Contract Amount for FY08	\$ 373,217.48
Amendment 1 (FY09)	\$ 443,325.66
Amendment 2 (FY09)	\$ 0.00
Amendment 3 (FY10)	\$ 443,186.97
Amendment 4 (FY11)	\$ 443,186.97
Amendment 5 (FY11)	\$ (52,776.40)
Amendment 6 (FY12)	\$ 19,011.00
Amendment 6 (FY13)	\$ 19,011.00
Amendment 7 (FY13)	\$ 28,000.00

Fiscal Year Total as Amended	
Fiscal Year 08	\$ 373,217.48
Fiscal Year 09	\$ 443,325.66
Fiscal Year 10	\$ 443,186.97
Fiscal Year 11	\$ 390,410.57
Fiscal Year 12	\$ 19,011.00
Fiscal Year 13	\$ 47,011.00
Total Maximum TCEQ Obligation	\$1,716,162.68

All other conditions and requirements of Contract Number 582-8-89964 remain unchanged and shall apply to all provisions specified herein.

TCEQ:

Texas Commission on Environmental Quality

(Signature)

David Brymer
(Printed Name)

Division Director
(Title)

Date: _____

Grantee:

Travis County

(Signature)

The Honorable Samuel T. Biscoe
(Printed Name)

Travis County Judge
(Title)

Date: _____



SAMUEL T. BISCOE
COUNTY JUDGE

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

July 30, 2013

**FY 2013 Local Initiative Projects
Project Summary**

County Certification

Travis County makes the following certifications regarding the project included with the accompanying Project Summary:

1. The project was selected in accordance with the procedures set forth in the grant agreement with The Texas Commission on Environmental Quality (TCEQ):
2. The project proposal has been fully evaluated and determined to fit within the minimum criteria and standards established by TCEQ for this program, as well as more specific standards established for the project categories by the County;
3. The project proposal is consistent with and directly support implementation of the Texas Health and Safety Code Section 382.220; and
4. The governing body of Travis County officially approved the selection of these projects on July 30, 2012

Samuel T. Biscoe
County Judge

Date

**FY 2013 Local Initiative Projects
Project Summary Form**

New Revised

County: Travis County	Fiscal Year: 2013 and 2014
Date: July 30, 2012	Revision Date:
Contact Person and Phone Number: Adele Noel, 512/854-7211	

Brief Project Title: Counterfeit Motor Vehicle Inspection Program (CMVIP)	Total Grant Funding: \$28,000
Counties to be Served: Travis County	Matching/In-Kind Services: \$7,000
Project Dates: Start Date: Date of NTP issued End Date: August 31, 2014	If contracting with another entity, list name and contact person: N/A

BUDGET CATEGORY	FUNDING AMOUNT	MATCHING/SOURCE
Personnel / Salaries	\$28,000	
Fringe Benefits		\$7,000
Travel		
Supplies <i>List & itemize detailed travel expenditures</i>		
Equipment <i>List & itemize equipment expenditures (must have a unit cost of \$5,000 or more)</i>		
Construction <i>List & itemize construction expenditures</i>		
Contractual <i>List & itemize contractual expenditures (other than construction)</i>		
Other		
Indirect Charges		
TOTAL FUNDING	\$28,000	\$7,000

In-Kind Match:

The in-kind match will include the cost of fringe benefits for law enforcement officers who participate in the program.

Project Description:

Summary: Law enforcement officers will check the North Central Texas Council of Governments (NCTCOG) Emissions Database (NED) for counterfeit, fictitious, improperly issued, or expired state inspection certificates. If a certificate is identified as being counterfeit, fictitious, improperly issued, or expired, the certificate will be scraped from the windshield of the vehicle and a citation will be issued. Information about the Drive a Clean Machine Program may be given to the driver of the vehicle.

How: When (if) a vehicle is pulled over for a moving violation, (or if the vehicle is identified by a parking lot check) an officer will run the license plate number through NED to verify the validity of the emissions certificate and registration. If the emissions certificate is a fake, expired, or counterfeit certificate, a citation will be issued. The officer will also verify registration. Usually if the emissions certificate is counterfeit, fake, or expired, so is the registration. Periodically, vehicles in various parking lots will be surveyed to ensure that the vehicle has valid certificates. If the emissions certificate is expired, or deemed as fake, a note will be placed on the vehicle informing the owner that the vehicle needs to pass an annual inspection within the next 60 days. Failure to comply may result in enforcement action.

Compliance with the annual inspection can be confirmed by checking NED. Information referencing the Drive a Clean Machine Program will be given to the driver or placed on a vehicle to assist the owner with compliance.

Training: Training is paramount to the success of the program. All officers participating in this program will attend training on motor vehicle inspections and how to use NED. Training on motor vehicle inspections will be conducted by the Texas Department of Safety. The purpose of the training is it familiarize the officers with the proper procedures of safety inspections (what to look for), and how the emission portions of the inspection affects the total program overview.

NED: NED was developed to effectively and quickly determine whether a vehicle is displaying a current and legitimately issued a Vehicle State Inspection Certificate. NED contains information about vehicle inspection reports from the following counties since 2001: Brazoria, Collin, Dallas, Denton, Ellis, Ft. Bend, Galveston, Harris, Johnson, Kaufman, Montgomery, Parker, Rockwall, and Tarrant. Information for Travis and Williamson Counties started in 2006 when emission testing began. This database also contains information about reported smoking vehicles for the counties in North Central Texas. Smoking vehicle information can be entered if an offense is observed and reported. NED is updated weekly, internet based, password protected, and available to Law Enforcement officers 24 hours per day, 7 days per week. This program will assist in improving air quality in Travis County by reducing vehicle emissions. Vehicles that were previously high emitters will be repaired and emit fewer pollutants.

Authorized Signature:

Date:



TRAVIS COUNTY FY 13 GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input checked="" type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	Travis County Health and Human Services and Veterans Service	
Contact Person/Title:	John C. Bradshaw/ Contract Specialist	
Phone Number:	854-4277	

Grant Title:	AmeriCorps		
Grant Period:	From: <input type="text" value="Aug 1, 2013"/>	To: <input type="text" value="Jul 31, 2014"/>	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	OneStar Foundation		
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:	Corporation for National and Community Service (CNCS)		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 298,671	\$ 375,876	\$ 0	\$ 0	\$ 674,547
Operating:	\$ 0	\$ 51,691	\$ 0	\$ 0	\$ 51,691
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 72,624	\$ 0	\$ 0	\$ 72,624
Totals:	\$ 298,671	\$ 500,191	\$ 0	\$ 0	\$ 798,862
FTEs:	14.00	17.00	0.00	0.00	31.00

Permission to Continue Information					
Funding Source (Cost Center)	Personnel Cost	Operating Cost	Estimated Total	Filled FTE	PTC Expiration Date
1580030001	\$ 100,540	\$ 7,300	\$ 107,840	31.00	Sep 30, 2013

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

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+ - Applicable Departmental Measures					
1.	Educational Contacts	266,939	110,000	180,000	280,000
2.					
3.					
+ - Measures for the Grant					
1.	AmeriCorps members successfully completing national service training	29	32	32	32
	Outcome Impact Description	The training gives AmeriCorps members knowledge about national			
2.	AmeriCorps member service hours	32,941	34,800	34,800	34,800
	Outcome Impact Description	This measure shows the number of service hours the AmeriCorps m			
3.	Students enrolled in after-school programs	1830	1400	1400	1400
	Outcome Impact Description	This measure shows the number of students served by the AmeriC			
4.	Number of students who complete an after-school program and show increased academic engagement (The figure for FY'11 was obtained using TAKS scores. The way the measurement is obtained was changed in FY'12 to using an attitude questionnaire at the beginning and end of the after-school program.)	169	446	773	773
	Outcome Impact Description	AmeriCorps members are used to augment staff in after-school pro			

PBO Recommendation:

HHSVS is requesting Commissioners Court permission to use General Fund dollars to continue funding the temporary and permanent Travis County employees who work with AmeriCorps after-school programs. In addition, this request is for permission to use general fund budget to continue paying AmeriCorps member living stipends and to purchase supplies needed for the beginning of the school year.

The HHSVS General Fund budget will fund these grant expenses until the grant contract is received and executed. The total amount requested is \$107,840. This funding option will last through September 2013. The grant contract is expected to be received in early August and be on the Court's agenda for approval soon thereafter. Once a contract is approved, these expenses will be reclassified to the grant budget and the funds will be returned to the HHSVS General Fund budget.

PBO recommends approval of this request.

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

Travis County 4-H CAPITAL uses the AmeriCorps members to expand its after-school programs.

The department notes the following about the grant amounts listed above:
(Grant Funds: The amount of grant funds listed on the application is \$301,696. Of this total, \$298,671 goes to Travis County and \$3,025 goes to the OneStar Foundation for administration. Only the grant funds going to Travis County are included in the total shown above.)

(County Cost Share: Funding for the \$375,876 in Personnel is coming from keeping four slots vacant in the AgriLife Extension General Fund budget (\$174,399), while the remaining \$201,477 is coming from fee-for-service contracts between Travis County and the schools hosting after-school programs. Funding for the \$51,691 in Operating expenses is coming from the AgriLife General Fund budget (\$6,659) and from the fee-for-service contracts (\$45,032). The grant instructions allow Travis County to claim 10% of the total of the Grant Funds and County Cost Share for Personnel and Operating expenses as an Indirect Cost match.)

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

There are no county funding requirements once the grant ends. There is a match required while the grant is in progress.

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

The FY'14 grant requires a match totaling \$500,191. This will come from 4-H CAPITAL and TCHHSVS. The grant is revenue neutral. It will not increase the General Fund budget.

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

The grant allows for a 4% indirect cost allocation for the county and 1% for the OneStar Foundation. TCHHSVS has not claimed its 4% allocation because this would increase the cost per member service year. The OneStar Foundation has stated that it expects the cost per member service year for continuation applications to decrease or remain the same. Therefore, TCHHSVS requests permission to not claim an indirect cost amount for this application but explore the possibility of including some indirect costs in the future.

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

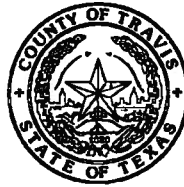
Travis County 4-H CAPITAL will continue to offer after-school programs once the grant ends but not at as many locations.

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

NA.

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

The grant allows 4-H CAPITAL to increase the number of sites where it offers after-school programs without increasing General Fund expenditures. This increases the departmental performance measure for educational contacts.



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

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

DATE: July 15, 2013

TO: Members of the Commissioners Court

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

SUBJECT: Permission to continue/Permission to use General Fund for funding
the AmeriCorps Program

Proposed Motions:

- 1) Consider and take appropriate action on the request of Travis County Health and Human Services and Veterans Service to allocate \$100,540 from the General Fund to continue funding staff and member positions for the Travis County CAPITAL AmeriCorps Project until the FY'14 grant contract is executed.
- 2) Consider and take appropriate action on the request of Travis County Health and Human Services and Veterans Service to use \$7,300 from the General Fund for program supplies for the Travis County CAPITAL AmeriCorps Project until revenue from the FY'14 after-school contracts is received.

Summary and Staff Recommendations:

The Travis County CAPITAL AmeriCorps Project has served more than 17,000 area youth since its inception in 2003. During this time, more than 230 AmeriCorps members have received career and professional development while contributing more than 175,000 service hours. AmeriCorps members work with 4-H CAPITAL staff to expand after-school programs and summer camps in the Austin and Del Valle Independent School Districts and at certain charter schools.

The \$100,540 from the General Fund will pay the salary and benefits of seven full-time county employees funded by the grant as well as living allowances for 32 AmeriCorps members until the new grant contract is executed. The \$7,300 is for program supplies needed to get the after-school programs up and running.

The grantor has sent the award letter for 2013-2014 but not the grant contract. The contract should be sent by early August.

Travis County Health and Human Services and Veterans Service staff recommends approving the continuation of funding.

Budgetary and Fiscal Impact:

The \$100,540 for salary, benefits and member living allowances as well as the \$7,300 for program supplies will come from cost center 1580030001, G/L account 500050. This money will fund the program until the end of September if necessary. Funds for four of the staff positions as well as the member living allowances will be reclassified and rebudgeted back to the General Fund upon execution of the new AmeriCorps grant. Money from the after-school revenue contracts will reimburse expenses for three of the staff positions as well as the \$7,300 for program supplies.

Travis County Health and Human Services and Veterans Service is requesting permission to take the total of \$107,840 from salary savings rather than operating accounts because of timing. The reclassification and rebudgeting that will occur once the new grant contract is fully executed will probably not happen until the middle of September. This does not leave TCHHSVS enough time to use the money once it is put back in the operating accounts due to the fiscal year ending on September 30.

Issues and Opportunities:

Studies show that students who participate in after-school programs have fewer behavior problems, handle conflict better, show improved social skills and enhanced academic performance. AmeriCorps members provide much-needed staff to increase the number of after-school programs in Travis County as well as enhance existing programs. Travis County 4-H CAPITAL programs differ from more traditional programs by offering hands-on activities that reinforce key concepts in the curriculum.

Background:

The FY'14 grant program runs from 8/1/13 – 7/31/14.

Cc: Dolores Sandmann, Director, Texas AgriLife Extension Service
Nicki Riley, CPA, CMA, Travis County Auditor
Patty Lennon, Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney
Leslie Browder, County Executive, Planning and Budget Office
Aerin Toussaint, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Shannon Pleasant, Purchasing Agent Assistant, Travis County Purchasing Office



TRAVIS COUNTY FY 13 GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input checked="" type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input checked="" type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
Department/Division:	Travis County Health and Human Services and Veterans Service	
Contact Person/Title:	John C. Bradshaw/Contract Specialist	
Phone Number:	854-4277	

Grant Title:	Travis County Family Drug Treatment Court - The Children's Continuum		
Grant Period:	From: <input type="text" value="Oct 1, 2011"/>	To: <input type="text" value="Sep 30, 2014"/>	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention, Family Drug Court Programs		
Will County provide grant funds to a sub-recipient?	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Originating Grantor:			

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 366,249	\$ 0	\$ 0	\$ 134,873	\$ 501,122
Operating:	\$ 183,751	\$ 0	\$ 28,012	\$ 20,448	\$ 232,211
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Totals:	\$ 550,000	\$ 0	\$ 28,012	\$ 155,321	\$ 733,333
FTEs:	2.30	0.00	0.00	0.75	3.05

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"/>	JC	
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.	Total number of children who remain in the home (Children FIRST Measure)	513	230	230	230
2.	Percentage of drug-free babies born to participants while in TCFDTC program (TCFDTC Measure)	100% 0/5	90%	90%	90%
3.					
Measures for the Grant					
1.	Number of children served	41	35	35	35
Outcome Impact Description		Children enrolled in the Children's Continuum as part of the TCFDTC will receive early identification of their needs along with immediate intervention and monitoring. Children enrolled in the Children's Continuum as part of the TCFDTC will receive early identification of their needs along with immediate intervention and monitoring.			
2.	Number of developmental screenings that are completed using the ASQ	47	35	35	35
Outcome Impact Description		Children enrolled in the Children's Continuum as part of the TCFDTC will receive developmental screenings using the ASQ which will ensure early intervention and services.			
3.	Percentage of children who receive an individual plan of care	100%	95%	95%	95%
Outcome Impact Description		A trained professional will assess a child's immediate and long-term needs, identify appropriate local resources, assist in accessing these resources, and create a plan of interventions and support			

PBO Recommendation:

HHSVS is requesting Commissioners Court approval of the submission of a semi-annual status report to the US Department of Justice on the Travis County Family Drug Treatment Court - Children's Continuum grant. The grant was awarded in FY 11, with Travis County and other community child welfare partner organizations providing the required cash and in-kind resource matches for the grant.

This three-year grant program provides children aged 0-5 with parents participating in the Travis County Family Drug Treatment Court with a continuum of care from early identification of a child's needs to immediate intervention and continued monitoring.

PBO recommends approval of this status report as it is a requirement of this grant that provides care for those children who are the most vulnerable due to child welfare involvement and parental substance abuse.

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 Travis County Family Drug Treatment Court (TCFDTC) was established in the fall of 2007 as a specialized docket managed by the 126th District Court. The aim was to provide judicial oversight for parents with substance dependency issues who were involved in the child welfare system. TCFDTC oversees a program that provides coordinated treatment and support for these parents in collaboration with community partners and the Parenting in Recovery grant. Although all children in the TCFDTC program receive monitoring by a child welfare case worker and Court Appointed Special Advocate, these children, unlike their parents, are not provided with a consistent assessment nor are they connected to an easy to navigate continuum of services. The result has been an inconsistent level of intervention and support for these children as well as an inability to provide targeted services to enhance the parent/child bond. A lack of a healthy relationship between parent and child can contribute to future incidents of maltreatment.

This grant will enhance the operation of the TCFDTC by allowing early identification of a child's needs, immediate intervention, and monitoring. A trained professional will assess a child's immediate and long-term needs, identify appropriate local resources, assist in accessing these resources, and create a plan of interventions and support. Additionally, this grant will fund a percentage of a child advocate position through CASA of Travis County to ensure the children's best interest is represented at the TCFDTC hearings.

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

Travis County will provide \$28,012 as a cash match to be used for child services and \$33,437 in county staff time and office space as an in-kind match. CASA of Travis County will provide \$107,436 as an in-kind match by paying 75% of the Child Advocate's salary. Mauney and Associates will provide \$8,640 as an in-kind match in form of reduced fees for Parent Coaching services. ATCIC will provide an in-kind match of \$5,808 in the form of a reduced MSO fee for managing the grant funds that will be used for specialized, therapeutic children services.

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

The grant requires a combination of cash and in-kind matches. TCHHSVS is providing all of the cash match and part of the in-kind match. The grant partners are providing the remainder of in-kind match.

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

TCHHSVS will explore the possibility of including some indirect costs if there is an opportunity to renew this grant after the 9/30/14 end date in light of the request from PBO that all grant applications include some indirect costs unless specifically prohibited by the grantor.

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

This grant provides seed money that will be used to establish a system to better serve the needs of children whose parents are involved with the TCFDTC. The proposed funding mechanism for post grant will be a combination of partner contribution, the full utilization of existing community resources, potential future grants, and available State and local funds. The concept of the grant is to develop a continuum of services for children 0-5 to improve infant mental health for those children who are the most vulnerable due to child welfare involvement and parental substance abuse. It is the intent to develop this continuum of services through both the full utilization of and then augmentation of existing services. This will allow for the majority of sustainability to occur with available community resources and partner support.

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

This grant will enhance the work already being done by the TCFDTC.

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

This grant will augment the work already being done by the TCFDTC. Helping the children of parents involved in TCFDTC should reflect positively on the departmental performance measures concerning parents involved in TCFDTC, Children FIRST and Healthy Families. Both Children FIRST and Healthy Families are home-visiting programs for at-risk youth. Where HF serves 0-3; and Children FIRST serves children 0-17 who are involved with Child Welfare due to abuse/neglect.



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

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

DATE: July 16, 2013

TO: Members of the Commissioners Court

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

SUBJECT: Status report for the U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention, Family Drug Court Program, on the Travis County Family Drug Treatment Court – Children's Continuum grant.

Proposed Motion:

Consider and take appropriate action to approve submission of a semiannual status report to the U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention, Family Drug Court Program, on the Travis County Family Drug Treatment Court – Children's Continuum grant.

Summary and Staff Recommendations:

Travis County received a \$550,000 grant, known as The Children's Continuum, from the U.S. Department of Justice to enhance the operation of the Travis County Family Drug Treatment Court (TCFDTC). The court was established in the fall of 2007 as a specialized docket managed by the 126th District Court. The aim is to provide judicial oversight for parents with substance dependency issues who are involved in the child welfare system. TCFDTC oversees a program that provides coordinated treatment and support for these parents in collaboration with various community partners.

Although all children involved with the TCFDTC receive monitoring by a child welfare case worker and Court Appointed Special Advocate, these children, unlike their parents, are not provided with a consistent assessment nor are they connected to an easy to navigate continuum of services. The result has been an inconsistent level of intervention and support for these children as well as an inability to provide targeted services to enhance the parent/child bond. The Children's Continuum grant allows early identification of a child's needs and immediate intervention and monitoring.

The U.S. Department of Justice requires Travis County to submit semiannual status reports for the The Children's Continuum grant. Travis County Health and Human Services and Veterans Service staff recommends approving this report.

Budgetary and Fiscal Impact:

The \$550,000 grant requires a cash and in-kind match totaling \$183,333 over the three year grant period. Travis County is currently in year two of the grant.

Issues and Opportunities:

The Children's Continuum grant will enhance the well-being of children whose parents are involved with TCFDTC as well as improve the ability of those parents to care for their children.

Background:

The purpose of the Family Drug Court Programs run by the Office of Juvenile Justice and Delinquency Prevention in the U.S. Department of Justice is to build the capacity of states, state and local courts, units of local government, and federally recognized Indian tribal governments to either implement new drug courts or enhance existing drug courts for substance-dependent adults involved with the court as a result of child abuse and neglect issues.

Cc: Andrea Colunga Bussey, Director, Office of Children's Services, TCHHSVS
Nicki Riley, Travis County Auditor
Janice Cohoon, Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney, Travis County Attorney's Office
Leslie Browder, County Executive, Planning and Budget Office
Aerin Toussaint, Analyst, Planning and Budget Office
Shannon Pleasant, Purchasing Agent Assistant, Travis County Purchasing Office



OJJDP FY 11 Family Drug Court Programs 2011-DC-BX-0010



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[Semi-Annual Progress Report Handbook](#)

Certification

[Report Overview](#)

To the best of my knowledge and belief, all data in this progress report that I have provided is true and correct, the document has been duly authorized by the governing body of the grantee and the applicant will comply with the attached certifications.

[Point of Contact](#)

Your typed name, in lieu of your signature represents your legal binding acceptance of the terms of your grant and your statement of the veracity of the representations made in this progress report. The document has been duly authorized by the governing body of the grantee and the grantee will comply with the following:

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[Narratives](#)

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*Prefix:	The Honorable ▼
Prefix (Other):	
*First Name:	Samuel
Middle Initial:	T
*Last Name:	Biscoe
Suffix	Suffix ▼
Suffix (Other):	
*Title:	Travis County Judge
*Address Line 1:	P.O. Box 1748
Address Line 2:	
*City:	Austin
County:	
*State:	Texas ▼
*Zip Code:	78767 - 1748 Zip+4 Lookup
*Phone:	512 - 854 - 9555 Ext :
Fax:	512 - 854 - 9535
*E-mail:	sam.biscoe@co.travis.t Email Help

U.S. DEPARTMENT OF JUSTICE
 OFFICE OF JUSTICE PROGRAMS
 OFFICE OF THE CHIEF FINANCIAL OFFICER

A. The grantee certifies that the appropriated funds were spent for the purpose or purposes of the grant, and only such purpose or purposes;

B. the terms of the grant, cooperative agreement, or contract were complied with; and,

C. all documentation necessary for conducting a full and proper audit under generally accepted accounting principles, and any (additional) documentation that may have been required under the grant, cooperative agreement, or contract, have been kept in orderly fashion and will be preserved for not less than 3 years from the date of such close out, termination, or end.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

I have examined the information provided here regarding the signing authority and certify it is accurate. I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority of official, to provide the information requested for this progress report on behalf of this jurisdiction. Information regarding the signing authority, or the delegation of such authority, has been placed in a file and is available on-site for immediate review.

Accept and Continue

Accept

- 1 | **Travis County Family Drug Treatment Court: Children's Continuum
Enhancement Grant
2011-DC-BX-0010
Semi-Annual Report January 1st, 2013 to June 30th, 2013**

IMPLEMENTATION/MANAGEMENT

The Children's Continuum (CC) has been serving the children of parents enrolled in the Travis County Family Drug Treatment Court (TCFDTC) since February 2012. CC supports two full-time positions: a Child Therapist and a Case Aide; a CASA position at 25% (the position is full-time dedicated to the grant – 75% is considered match); flexible funding to support therapeutic services to the children and parents; and training to enhance the knowledge of the partners and community. The CC is part of two other grants that support the TCFDTC: a Governors' Grant that funds the Drug Court Coordinator and an Administration of Child and Family Services – Children's Bureau RPG called Parenting in Recovery (PIR) which provides service dollars for TCFDTC parent participants. PIR grant concluded in September 2012 but the site was awarded a two-year extension grant; which funds an additional child therapist and an Attorney ad Litem for the children whose parents have an open lawsuit with TCFDTC.

In the last six months (January – June 2013), the site has maintained all the administrative oversight required to successfully manage the grant. These include:

- Monthly management meetings are held for the CC grant management team which includes Child Therapists, Case Aide, Drug Court Coordinator, PIR Project Director, and TCHHS/VS CC project manager. The purposes of these meetings are to review grant implementation, fidelity, service provision, design, data collection and management, and reporting. Once a quarter, the CC in conjunction with PIR grant will host a larger community meeting to provide updates regarding the status of the grant; the last meeting held was May 2013. These meetings will be increased to twice monthly starting August 2013.
- Travis County Auditor site reviews of grant funded contracts:
 - CASA completed in Fall 2012
 - ATCIC (Child Therapist and SOC) was completed January 2013
- Match collected for Year 1 and partial Year 2. The match reporting has been less than projected each quarter due to contractual issues and decrease in projected service needs. In Year 2 of the grant there was a delay in executing the contracts with the community providers. This delay did not result in a suspension and/or disruption in services; but it did delay the billing and subsequent reimbursement by the County. This delay impacts when the site can report on the accumulated match. This site has continually reported that the initial expenditures projected in services/supports has been under-utilized which has impacted the match as well. To address these issues a GAN will be submitted to expand the match to include the time of the Judges who oversee the TCFDTC and reallocate the budget over a four year period instead of three. The match status will be carefully monitored by the grant management team to ensure that the site meets the required match for the grant award.
- There have been no turnovers in grant funded or key grant management staff.
- Status of the Grant funded positions.
 - Child Therapist remains employed by Austin Travis County Integral Care. This position continues to conduct assessments, develop plans of care, refer children to additional services, provide intensive services, and attend collaborative meetings.
 - Case Aide remains employed by Travis County Health and Human Services. This position provides both transportation and supervision of parent/child visits as well as

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2 | Travis County Family Drug Treatment Court: Children's Continuum
Enhancement Grant
2011-DC-BX-0010
Semi-Annual Report January 1st, 2013 to June 30th, 2013

collecting and updating data requirements for the grant. Recently this position has expanded their duties to include oversight of the expenditure of match funds to meet concrete/basic needs of children/youth and their families.

- Child Advocate remains employed by CASA of Travis County. This position provides advocacy and support to the children and families of the FDTC.
- Status of Direct Services for Children's Continuum Grant participants:
 - Specialized Children Services – all Eligible Children
 - Receives a screening using the ASQ- SE or the CANS (depending on age of the child) and a follow-up assessment if indicated
 - Individualized service planning including a social history; service referrals; medical home and wellness appointments
 - Child/Parent psychotherapy; CBT-TF; EMRD for those children who require that level of intervention
 - Referrals to community providers for specialized services. Funds for these services have not been utilized as fully as was projected in the grant application. This is due to several reasons: 1) a significant number of the needed services are funded by Medicaid and a majority of the children eligible for and have their Medicaid established within the first 30 to 45 days of enrollment; and 2) 66% (a reduction of 6% from last reporting period) of our current enrolled children are two years of age or less and would not benefit from the unique specialized services describe in the grant application (equine, art, recreational therapy, pro-social groups). The approved GAN (October 2012) that increased the eligible service population to 0-17, which is now 17% of the population served has resulted in a slight growth in the utilization of specialized services. However, these older children are also receiving services directly from the therapist and may not always require additional paid services. The primary services authorized during this reporting period were camp, pro-social skills acquisition group, skill development activity, and recreational therapy.
 - Parent Coaching Services
 - Mauney and Associates continues to be the service provider for the 1:1 parent coaching services. There have been no changes to their service design; there has been turn over in providers which has resulted in occasional delays in service implementation.
 - CC has funded 43 sessions for 10 participants from January – April 2013
 - The prior challenges that related to authorizing, invoicing and payment have been successfully addressed and resolved.

BUDGET

By mid-year of Year 2 the grant continues to under spend the projected budget. This is attributable to various factors: 1) delay in contract execution which resulted in a delay in billing and grant reimbursement of eligible expenditures; 2) the projected budget over estimated the rate of expenditures for specialized children and parent services.

3 | Travis County Family Drug Treatment Court: Children's Continuum
Enhancement Grant
2011-DC-BX-0010
Semi-Annual Report January 1st, 2013 to June 30th, 2013

The site has resolved the first issue as all contracts are executed and back billing is being processed as quickly as possible, as well, the renewal contracts for 2013-14 have been submitted for review and execution in September 2013. To address the second issue, the site has completed and will submit a GAN that stretches the grant funding into a fourth year. The funding for the fourth year will be primarily utilized to continue funding the grant positions. This will allow the grant to utilize the awarded funds in a productive manner that supports the goal of the project and provides for additional time to sustain local funding for the project.

The site will also be monitoring the match submission to ensure compliance with the grant application. CC management team put into place a method to ensure expanded expenditure of concrete service dollars as match to the grant; as well as, expanding the personnel match. These two adjustments along with current match should ensure full compliance with this requirement.

STATUS OF GRANT GOALS

Enhanced functioning and well-being of children

To date the CC has provided 72 ASQ-SE pre and post screenings, which resulted in 25 developmental assessments, 27 received child/parent psychotherapy/EMDR/Family Therapy, and 46 children received 71 (duplicated count) unique therapeutic supports. These supports included play therapy, family mentoring, speech/physical/occupational therapy, pro-social acquisition group, behavioral aide, therapeutic camp, social integration activity, infant massage, EMDR therapy, CFT-TF and equine assisted therapy. Additionally, the child therapist developed individualized plans, identified and linked to medical homes (when necessary), and referred to community services. The 17 pre/post ASQ-SE completed thus far demonstrated improvement in the children's functioning. CC grant also provided 82 parent/child visits and 65 transports to medical/behavioral health appointments. The site has developed a system that ensures each eligible child's service needs are identified early and then supports are put into place to improve/enhance functioning. CC is beginning to see an emerging pattern, that the majority of the children ranging from 0 to 12 months of age are not being assessed as developmentally delayed nor do they appear to have significant behavioral/emotional needs. The primary intervention, in this case, is to stabilize and improve the functioning of the household and the skills of the parent. However, with children 3 to 17 years of age, at the time of entry into the program, there are significantly more behavioral issues that are impacting the functioning of the child. This requires a more extensive intervention with services targeted at the child, the parent/child relationship, and the skills of the parent. Through the TCFDTC/CC this site is able to improve the functioning of a child while at the same time increasing the capacity of the parent which results in a more stable, successful home environment.

Improved capacity of parents to safely care for their children through improved parent/child relationships

The TCFDTC continues to provide an array of services and supports to the participants that include: substance abuse treatment, housing and basic needs supports, parent training, therapeutic services and other individualized services. These supports and services will continue to be funded through the RPG – Parenting in Recovery and Governor's Grants. The services that

4 | **Travis County Family Drug Treatment Court: Children's Continuum
Enhancement Grant
2011-DC-BX-0010
Semi-Annual Report January 1st, 2013 to June 30th, 2013**

are being provided under the CC to increase the capacity of parents to safely parent their children: individualized parent coaching/education sessions utilizing the Nurturing Parenting Program and Child- Parent Psychotherapy (CPP). As the site is serving children from 0-17 there continues to be a further integration of parent and child services. The goal is to improve the functioning of the child, the parent/child relationship and the skill and coping ability of the parent. This requires a flexible approach to services that includes individual services for the child, parent and integrated services with parent(s) and child. This is reflected in the child/parent psychotherapy, family therapy, CBT-TF, and individual skill building and mental health services for the child and parent such as EMDR. All parents, eligible under the Children's Continuum, receive expanded parent coaching/education services. These parents are screened pre/post using the AAPI-2; year to date, 86% of the parents demonstrated improvement in parenting abilities and knowledge. Twenty seven children and their parents participated in child/parent psychotherapy/EMDR/CBT-TF year to date. Previous to the Children's Continuum, these integrated parent/child services were not readily available and/or accessible for families in the child welfare system. Now through this grant the service need is identified early; the therapist engages the parent and provides the service at a time and location that works for the parent's schedule and the length of the service provision is based on the progress of the parent/child relationship. These services have shown to be impactful in improving the child's behaviors, parental capacity and repairing/strengthening the parent/child relationship. This is critical for the long-term stability of the families served by this project.

Establishment of a continuum of screening, development, therapeutic and non-traditional services for children

The development and enhancement of a continuum of services for the children continues to be a key focus area for the grant. Our community continues to successfully ensure that the children are enrolled in a health insurance program (Medicaid primarily); have a medical home; and receive wellness check-ups and immunizations. The TCFDTC has a partnership with Lone Star Circle of Care, a federally qualified health center, to provide services to drug court participants and their children. The site now serves children 0-17 whose parents are eligible drug court participants. The screening tools have expanded from the ASQ-SE to include the CANS (used primarily which children 5 and older). These tools have been successful in both determining potential developmental delays and emotional, behavioral, coping issues. The infrastructure is now in place to provide a variety of services to the children ranging in age from 0-17. The primary services for children 0-3 continues to be child/parent psychotherapy; developmental screenings as services (speech, physical, occupational), and infant massage. The services for the 4-17 can include the aforementioned services but may also include pro-social groups, therapeutic camp, mentor and tutoring services, CBT-TF, EMDR, and enrichment activities. The services vary based on the individual need of the child, the status of the parent/child relationship and the skills of the parent. Recently, the site introduced a supportive education group for children of addicted parents. The group is called locally the Safe Zone and is based on the Children's Program developed through the Department of Health and Human Services – SAMHSA. This group is being provided by a local provider of traditional and non-traditional services – Blue Skies Ability.

5 | Travis County Family Drug Treatment Court: Children's Continuum
Enhancement Grant
2011-DC-BX-0010
Semi-Annual Report January 1st, 2013 to June 30th, 2013

DATA REPORTING

The site continues to track required reporting data through the use of multiple databases and tracking through excel spreadsheets.

For the site selected measures there are two measures that are currently under or over reporting: Number of parent/child visits supported by the Case Aide, and Child advocate is present at FDTC activities. All other measures for the year are within +/- 10% of the stated measure.

As previously reported the case aide visitation is significantly under the reporting measure goal as the need for transportation/visitation is not as significant a need as was projected in the grant application. The position will continue to provide this service but it is estimated that the number of service provisions will be between 30 and 50 a year. The majority of the children are residing with their parents or with relatives who are able and willing to facilitate visitation. Based on the above this site has reduced this output number to 50 annual for grant year two. It is expected that the site will meet this goal within +/- 10% of the stated measure The Child Advocate is measuring their attendance at FDTC staffing, hearings; CPS hearings; and collaboration meetings. This measure is exceeding projections and will be revised up to 300; which may again be an under representation and if warranted the measure will be raised at the end of year two reporting in January 2014.

Below are interpretations of how the site will define the data set and/or explanation for the current reporting numbers for the DCTAF required data. *Please note there are minimal changes to this section and it is repeated for ease of comparison each reporting period. The additional information included is current output numbers for selected measures.*

Definitions

- *Percentage of children in permanent placement* – This site defines permanent placement for any reporting period as that placement which the child is expected to reside in permanently and will report a child in a permanent placement who meets that criteria regardless of the legal status of the case.
- *Percent of families served by an evidence-based program or practices intervention model* – These are the evidence-based practices that this site will be reporting on: Seeking Safety; Nurturing Parenting Program; EMDR; Oxford House; and *Child-Parent Psychotherapy*
- *Percentage of parents whose parental rights were terminated* – the site will report this occurrence for any parent who is open with TCFDTC. This reported number will most often be 0%, as rarely does termination of parental rights occur while someone is a TCFDTC participant. Termination usually occurs during the final course of the CPS case, after a participant has been unsuccessfully discharged from the TCFDTC program.

Explanation for selected measures:

- *Number of families served.* This measure will include all TCFDTC participants who are eligible for CC services and who actually received services through CC. Please note

6 | Travis County Family Drug Treatment Court: Children's Continuum
Enhancement Grant
2011-DC-BX-0010
Semi-Annual Report January 1st, 2013 to June 30th, 2013

that during the reporting period that they are found eligible they may or may not utilize specific grant services under CC. Participants will be counted as carry-over if they were reported on in the prior period regardless of whether they accessed services in the current reporting period.

- *Average length of program stay.* This will be an average of those eligible participants who received CC services and were closed to services during the reporting period. . Please note that the current average length of participation is over a year.
- *Percentage of participants who reoffend through child protection offenses.* This refers to enrolled families who receive another CPS referral that is found reason to believe.
- *Percentage of children reunited after being removed from the home and placed in temporary placement.* For this site this refers to children being returned to the care of the parent after placement with a relative through a safety placement. This site does not routinely work with children who are placed in foster care and then reunited with their parents.
- *Number of unique services provided to children.* These are traditional and non-traditional services provided to the children. This is reported on the number of services provided not on the unique child. This means that every unique service is reported and this will not be an unduplicated count of the children.
- *Percentage of children who demonstrate improvement in achieving developmental milestones.* This is derived from contrasting the pre and post ASQ-SE scores that are administered to each child. This measure may be impacted when families are abruptly discharged from the TCFDTC.
- *Number of parents who participate in insight-oriented psychotherapy* – this will be measured by Child-Parent Psychotherapy (CCP); CBT-TF; EMDR all EBPs, that is provided by a grant funded child therapist
- *Long Term Outcome Measures* are completed on those individuals who have been previously discharged (prior reporting period) from TCFDTC either successfully or unsuccessfully. The prior discharges are used for reporting so they can be in the community for a longer period of time before reporting on their long-term outcomes. For the current reporting period we had 12 discharges from the TCFDTC, of those 8 were successful and 4 were unsuccessful.
 - *Substance use* – this is measured two ways: 1) either by self-report gathered by telephone interview; 2) or review of Child Protective Services court reports where the statuses of UAs are recorded.
 - *Social competence* – this is measured through a telephone interview where these questions are asked: Do you have permanent housing?; Are you currently parenting your children full-time?; Are you still involved in a recovery program?; Have your relationships with others gotten worse, stayed the same, or improved since discharge from the drug court program? If a person responds affirmatively in 3 out of the 4 questions they are deemed to be socially competent.
 - *Employment* – this is measured through a telephone interview where a participant is asked if they are employed (full or part time).

7 | Travis County Family Drug Treatment Court: Children's Continuum
Enhancement Grant
2011-DC-BX-0010
Semi-Annual Report January 1st, 2013 to June 30th, 2013

Also please note that the TCFDTC is providing a subset of total data for the CC grant. The site is only reporting on those children and parents who were eligible and received actual services as designed by the CC grant. CC N is a subset of the total N served by the TCFDTC. This will result in smaller numbers and could "skew" the data interpretation. Additionally, the total findings for this site will differ from those of CC.

ACHIEVEMENTS & CHALLENGES

- The site continues to successfully integrate child and child/parent integrated services into the service delivery system of the TCFDTC. This has raised the competency of the parents, improved parent/child relationships, and enhanced the functioning of the children.
- The child therapists have been integrated into the TCFDTC.
- Child and family focused trainings have been provided to the FDTC members and the community.
- The TCFDTC and the CC are seen as an important, viable program that should be continued post grants.
- The child therapist will begin "mock" billing for services through Medicaid so the project can determine the extent that their services can be maintained through billable hours.
- The site is currently working to expand the TCFDTC members' acceptance of parent/child integrated services and individualized parent services provided by the child therapist. Traditionally, the perception was that the child therapist works solely with the child and is perceived as a "child advocate" in the child welfare system. CC is promoting the concept that therapeutically, and with the use of EBT, it is critical to integrate the parent into the work with the child. That this integration will differ based on the capacity of the parent/child and the extent of the issues to address. To this end, one practical change will be to refer to the child therapists as child and family therapists.
- The site is also working to better define the role of the child and family therapist in the TCFDTC. This is especially true when the therapist has a service recommendation that is contrary to the desires and/or recommendations of the other members of the TCFDTC.

CHILDREN'S CONTINUUM IN ACTION

In this section of the report, a brief synopsis of the impact of the services rendered through the grant is provided.

Child A

A 26 year old parent of a newborn joins TCFDTC. The parent has an extensive history of heroin addiction and sought treatment through joining the TCFDTC. When she entered the program her newborn, who was exposed to prenatally to heroin, was born with Neonatal Withdrawal Syndrome. The infant spent the first few weeks of his life in the NICU being weaned off morphine. He was released to the care of his mother at the treatment center, which made accommodations to support the special needs of the infant and his mother in their facility. Without these accommodations the infant would have been placed in foster care. The infant's father was also in treatment and was able to visit his child and develop a relationship. The infant

**8 | Travis County Family Drug Treatment Court: Children's Continuum
Enhancement Grant
2011-DC-BX-0010
Semi-Annual Report January 1st, 2013 to June 30th, 2013**

was unable to attend daycare for the first four months due to his extreme sensory sensitivities. To address the multiple issues faced by this family, the parents both completed inpatient treatment with the mother receiving 90 days of treatment with her infant; the parents participated in therapeutic parent-coaching, and individual and couple's counseling. The infant received infant massage and the parents were trained in this service and the family received infant-parent psychotherapy. These services have culminated in the infant celebrating his first birthday, being above age level in his development and no longer experiencing extreme sensory issues and the mother's successful graduation from the TCFDTC.

Child B

A 32 year old mother of a newborn and two latency age children ages 11 and 13 joins the TCFDTC. The parent has been a poly-substance abuser for the last ten years with her most recent addiction being methamphetamines. The older children have resided in the care of their father with a limited relationship with their mother. The mother entered inpatient substance abuse treatment with her infant who had been prenatally exposed to methamphetamines. The mother has struggled to fully engage and actively utilize available services but did complete both inpatient and IOP substance abuse treatment. The mother's relationship with her 13 year old daughter was very strained and combative and the daughter was experiencing behavioral issues, self-harming and criminal activity. The infant child responded well to the care of the mother, received a screening and was monitored but did not require specialized intervention and/or services. The daughter received Cognitive Behavioral Therapy – Trauma Focused for several months, the mother participated in family sessions and the mother elected to participate in individual therapy sessions – EMDR. The results of these services are an improved parent/child relationship; a decrease in behavioral issues and an elimination of the self-harming behavior. These services helped to repair a critical relationship and allowed the mother to self-identify her need for individual treatment.

These synopses demonstrate the immediate impact the CC grant services can have on the functioning of the children and their parents. This grant provides the necessary services to ensure that the children are functioning optimally and the parent is able to successfully manage their behavior while maintaining their independence and sobriety.

**OJDP FY 2011 Family Drug Court Program Output Measures January 1st, 2013 to June 30th, 2013
Travis County Children's Continuum**

Output Measure	Projected Outcome	Outcome for 01/01/2013 - 06/30/2013	Comments
Number of families served.	24 families	33 families	There are a total of 38 TCFDTC/CC participants; 5 are fathers which reduce the CC count to 33 families. Of these 33 families: 25 were enrolled prior to this reporting period; and 8 were enrolled during this reporting period.
Percent of families served by an evidence-based program or practices intervention model.	90%	73%	EBP as it relates to 24 families out of the 33 served in the reporting period (The 9 reflect participants who did not receive an EBP this reporting period only) Seeking Safety: 12 Nurturing Program: 17 EMDR: 2 Oxford House: 2 Child-Parent Psychotherapy: 13 CBT-TF: 1
Average length of program stay	334 days	431 Days	12 participants @ 5175 days
Percentage of participants who successfully complete the program.	40%	66%	Total discharges: 8 – successful 4 – unsuccessful
Percentage of participants who reoffend through drug offenses.	5%	0%	0 participants had a new drug offense this reporting period. Total number of CC participants is 38. (Additionally, it is possible that one past participant had a drug offense but it is unclear from the criminal history received. The report from the Department of Public Safety indicates that this past participant was incarcerated for a federal offense within 12 months of discharge from the drug court program. There is no additional information. Federal offenses are often drug offenses in Texas so it is possible that this is what the report refers to.)
Percentage of participants who reoffend through child protection offenses.	5%	0%	This reporting period there were 3 referrals on 4 parents/participants. 2 referrals were on individuals who unsuccessfully discharged from the program. Of those, 1 was R/O and the other was RTB. Of current participants, 1

**OJJDP FY 2011 Family Drug Court Program Output Measures January 1st, 2013 to June 30th, 2013
Travis County Children's Continuum**

Output Measure	Projected Outcome	Outcome for 01/01/2013 – 06/30/2013	Comments
			was PN and 1 is a current investigation.
Percentage of children reunited after being removed from the home and placed in temporary placement.	50%	31%	N = 58 children that received services this reporting period. 16 children (of this 58) were in out of home care at some time during the reporting period. 5 children were reunified during the reporting period. Of the children who were out of the home, 3 children were placed with relatives so that their mothers could complete 90 days of inpatient substance abuse treatment. The children could not go with their mothers to treatment because they did not meet age or number of children requirements (these being no more than 2 children and no children over 6 years of age). 2 children were in placements which eventually became permanent with their grandmothers. Another child was initially placed with her grandmother to give the mother time to start and get settled in inpatient treatment. This child joined her mother in treatment within the first 2 months of the treatment stay. Finally, 10 children were removed from their parents during this reporting period due to safety concerns by the Court.
Percentage of children in permanent placement	75%	88%	N = 51 children in their expected permanent placement.
Percentage of parents whose parental rights were terminated for their child(ren)	30%	0%	38 participants during the reporting period and none had parental rights terminated while participating in the drug court program. However, one drug court participant did have her parental rights terminated based on a voluntary relinquishment the day after she was unsuccessfully discharged from drug court.
Number of system level initiatives implemented (by type)	5		1) Ongoing process to integrate children's progress into the Drug Court phases

OJJDP FY 2011 Family Drug Court Program Output Measures January 1st, 2013 to June 30th, 2013
Travis County Children's Continuum

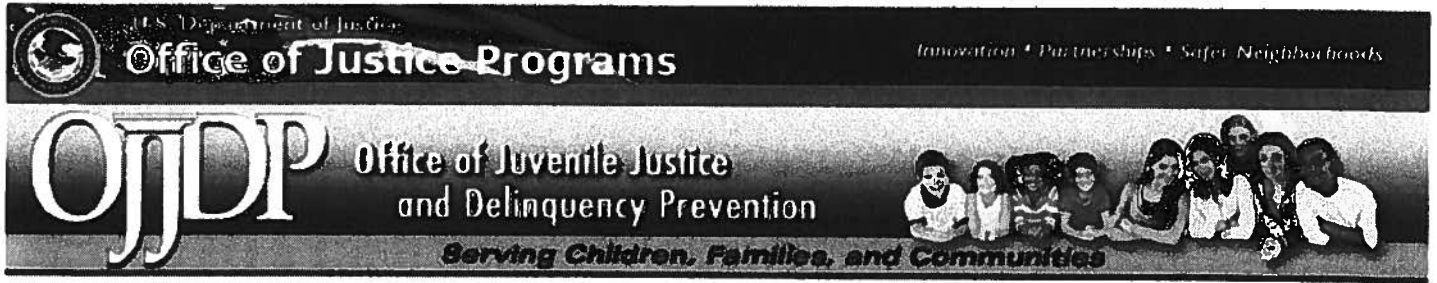
Output Measure	Projected Outcome	Outcome for 01/01/2013 - 06/30/2013	Comments
			2) Ongoing process to educate DCT members on the implementation process, role and value of child/parent integrated therapy
Number of professionals receiving training	60 per quarterly training/1 conference attendee a year	2/ child specific Trgs w/ 117 participants 4 DCT members attended TACP conference	4 DCT members attended the TADCP training. 2 quarterly trainings were held: 48 attended the Effects of Prenatal Drug Exposure and 69 attended What can go wrong and what can make it right - Helping children heal from parental addiction.
Number of unique services provided to children.	30 unique services provided per year	43	For this reporting period 31 children received unique services with many receiving multiple services. The services provided included: speech therapy (2), physical therapy (1), occupational therapy (1), pro-social skills group (9), play therapy (2), parent/child psychotherapy (21), therapeutic camp (1), social integration activity (1), infant massage (3), family therapy (1), CBT-TF therapy (1).
Number of ASQ screenings completed on children.	40	24	Project is on target with this goal. This includes 13 initial screenings and 11 post screenings.
Number of psychological and/ or developmental assessments completed on children.	15 assessments recommended and 15 completed	9	Project is on target with this goal. This includes 7 developmental assessments and 2 speech assessments.
Percentage of parents who demonstrate improvement in AAPI-2 rating.	85%	86%	19 clients participated in parenting training. 5 participants have taken pre-test only. 12 participants improved AAPI-2 scores while engaged in the service. Only two participant's scores declined after participation in the service and this declined represented only a one or two point difference.
Percentage of children who demonstrate improvement in achieving	90%	100%	11 Children received exit ASQ-SE during this reporting period. All 11 children showed improvement in their scores/achieving developmental

**OJJDP FY 2011 Family Drug Court Program Output Measures January 1st, 2013 to June 30th, 2013
Travis County Children's Continuum**

Output Measure	Projected Outcome	Outcome for 01/01/2013 – 06/30/2013	Comments
developmental milestones.			milestones.
Number of parents who participate in insight-oriented psychotherapy	15	14	For this period parents participated in Child-Parent Psychotherapy; EMDR ; and Family Therapy.
Number of parent/child visits supported by the Case Aide	50 (revised down to reflect actual service need)	27	This is not an unduplicated count of children but the number of times this service was provided to a family during the reporting period.
Number of transportations provided by Case Aide to medical/behavioral health appointments	50	20	This is not an unduplicated count of children but the number of times this service was provided to a family during the reporting period.
Child advocate is present at FDTC activities.	300	471	Grant Related Subcommittee Mtg – 5 Drug Court Management Mtg – 10 Drug Court Staffing – 22 Drug Court Hearings – 399 CPS Hearings – 35 The project underestimated this outcome measure in the grant application.

7/15/13

SAMPLE OJJDP DCTAT Performance Data Report - Family Drug Court Program



Home	Profile	Reports	Recordings	Log Out
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Family Drug Court

2011-DC-BX-0010

January to June 2013

[Switch Grant Program](#)

View of Performance Data Report

Below is a view of the Performance Data Report containing data entered for the reporting period January 1 - June 30, 2013.

Please remember to upload the Performance Data Report by the date specified in your Grant Award.

OJJDP DCTAT Performance Data Report
Family Drug Court Program
Grantee: Travis County
Award Number: 2011-DC-BX-0010
Reporting Period: January 1 - June 30, 2013
Data have not been marked as complete

The Performance Data Report is created for the Travis County and represents performance measurement data entered into OJJDP's Data Collection Tool (DCTAT) for Federal award number 2011-DC-BX-0010. The Federal award amount is \$550,000. Any dollars shown only represent an estimate of funds allocated or used for activities covered by the Federal award cited.

The performance measurement data were entered by the grantee for activities conducted between January 1, 2013 and June 30, 2013.

Performance Data Reported
January 1, 2013 - June 30, 2013

Family Drug Court Performance Measures

103

7/15/13

SAMPLE OJJDP DCTAT Performance Data Report - Family Drug Court Program

Is the federal award used to implement an evidence-based program or practice?		Yes
A. Is the federal award used to implement an evidence-based program or practice?		
1.	Number of enrolled parents or guardians served during the reporting period (OP)	
	A. Number of enrolled parents or guardians carried over from the previous reporting period	28
	B. New admissions during the reporting period.	10
	C. Total of enrolled parents and guardians served during the reporting period (A+B)	38
2.	Number of additional family members served during the reporting period (OP)	
	A. Number of additional family members carried over from the previous reporting period	41
	B. New admissions during the reporting period	17
	C. Total (A+B)	58
3.	Number of enrolled parents or guardians with whom an evidence-based program or practice was used (OP)	
	A. The number of enrolled parents or guardians served using an evidence-based program or practice	25
	B. Total number of enrolled parents or guardians served during the reporting period	38
	C. Percent (A/B)	65.79%
4.	Number (by type) of services provided to enrolled parents or guardians (OP)	
	A. Number of enrolled parents or guardians assessed as needing substance use counseling/services during the reporting period.	17
	B. Number of enrolled parents or guardians enrolled in substance use counseling/services during the reporting period	19
	C. Number of enrolled parents or guardians assessed as needing mental health services during the reporting period	10
	D. Number of enrolled parents or guardians enrolled in mental health services during the reporting period	33
	E. Number of enrolled parents or guardians assessed as needing housing services during the reporting period	9
	F. Number of enrolled parents or guardians who successfully found housing during the reporting period	10
	G. Number of enrolled parents or guardians assessed as needing other services during the reporting period	10
	H. Number of enrolled parents or guardians enrolled in other services during the reporting period	32
5.	Number (by type) of services provided to additional family members (OP)	
	A. Number of additional family members assessed as needing substance use counseling/services during the reporting period.	0
	B. Number of additional family members enrolled in substance use counseling/services during the reporting period	0
	C. Number of additional family members assessed as needing mental health services during the reporting period	6
	D. Number of additional family members enrolled in mental health services during the reporting period	24
	E. Number of additional family members assessed as needing housing services during the reporting period	0
	F. Number of additional family members who successfully found housing during the reporting period	0
	G. Number of additional family members assessed as needing other services during the reporting period	12
	H. Number of additional family members enrolled in other services during the reporting period	22
6.	Number of drug/alcohol tests performed on enrolled parents or guardians (OP)	
	A. Number of drug and alcohol tests performed on enrolled parents or guardians during the reporting period	850
	B. The number of positive tests recorded	16
	C. Percent (B/A)	1.88%
12.	Average length of program stay for enrolled parents or guardians (OP)	
	A. Total number of parents or guardians who exited the program regardless of reason for exit during the reporting period	12
	B. Total number of days in the program for parents or guardians who exited the program regardless of reason for exit during the reporting period	5,175
	C. B/A	431.25
13.	Number of children placed in out of home care (OP)	
	A. Number of children served during the reporting period	58
	B. Number of children placed in out of home care during the reporting period	10
	C. Percent (b/a)	17.24%
14.	Average length of stay for children in out of home care (OP)	
	A. Total number of days between entering and exiting out of home care during the reporting period	50
	B. Number of children placed in out of home care during the reporting period	10
	C. Average (A/B)	5
15.	Number of children reunited after being removed from the home and placed in temporary placement (OP)	
	A. Number of children removed from their parents' or guardians' home during the reporting period.	10
	B. Number of children reunited with their parents or guardians after being removed from the home.	1
16.	Number of parents or guardians whose parental rights were terminated (OP)	
	A. Number of parents or guardians whose parental rights were terminated during the reporting period	0
	B. Number of parents or guardians in the program	38
	C. Percent (A/B)	0%

7/15/13

SAMPLE OJDP DCTAT Performance Data Report - Family Drug Court Program

17.	Number of children in permanent placement (OP)	
	A. Number of children awaiting permanent placement during the reporting period	7
	B. Number of children in permanent placement during the reporting period	51
7.	Number of enrolled parents or guardians arrested for technical violations (ST)	
	A. Number of enrolled parents or guardians arrested for a new technical violation during the reporting period	2
	B. Number of enrolled parents or guardians with a technical violation during the reporting period	2
	C. Number of enrolled parents or guardians tracked for technical violations during the reporting period	38
	D. Percent of arrests for technical violations (A/C)	5.26%
	E. Percent of technical violations (B/C)	5.26%
8.	Number of enrolled parents or guardians arrested for technical violations (LT)	
	A. Number of enrolled parents or guardians arrested for a new technical violation 6-12 months after exiting the program	0
	B. Number of enrolled parents or guardians with a technical violation 6-12 months after exiting the program	0
	C. Number of enrolled parents or guardians tracked for technical violations 6-12 months after exiting the program	16
	D. Percent of arrests for technical violations (A/C)	0%
	E. Percent of technical violations (B/C)	0%
9.	Number of enrolled parents or guardians arrested for new drug offenses (ST)	
	A. Number of enrolled parents or guardians arrested for a new drug offense during the reporting period	1
	B. Number of enrolled parents or guardians tracked for drug offenses during the reporting period	38
	C. Percent (A/B)	2.63%
10.	Number of enrolled parents or guardians arrested for new drug offenses (LT)	
	A. Number of enrolled parents or guardians arrested for a new drug offense 6-12 months after exiting the program	0
	B. Number of enrolled parents or guardians tracked for drug offenses 6-12 months after exiting the program	16
	C. Percent (A/B)	0%
11.	Number of enrolled parents and guardians who successfully exit the court (ST)	
	A. Number of enrolled parents and guardians who exited the court having completed all requirements during the reporting period.	8
	B. Total number of enrolled parents and guardians who exited the court during the reporting period (either successfully or unsuccessfully).	12
	C. Percent (A/B)	66.67%
18a.	Substance use (Parents/Guardians) (ST)	
	A. Number of parents or guardians served during the reporting period with the noted behavioral change	28
	B. Total number of parents or guardians receiving services for target behavior during the reporting period	38
	C. Percent (A/B)	73.68%
18a.	Substance use (Parents/Guardians) (LT)	
	A. Total number of parents or guardians who exited the program 6-12 months ago who had the noted behavioral change	3
	B. Total number of parents or guardians who received services for the target behavior and who exited the program 6-12 months ago	16
	C. Percent (A/B)	18.75%
18b.	Social competence (Parents/Guardians) (ST)	
	A. Number of parents or guardians served during the reporting period with the noted behavioral change	15
	B. Total number of parents or guardians receiving services for the target behavior during the reporting period	38
	C. Percent (A/B)	39.47%
18b.	Social competence (Parents/Guardians) (LT)	
	A. Total number of parents or guardians who exited the program 6-12 months ago who had the noted behavioral change	3
	B. Total number of parents or guardians who received services for the target behavior and who exited the program 6-12 months ago	16
	C. Percent (A/B)	18.75%
18h.	Employment status (Parents/Guardians) (ST)	
	A. Number of parents or guardians served during the reporting period with the noted behavioral change	19
	B. Total number of parents or guardians receiving services for target behavior during the reporting period	38
	C. Percent (A/B)	50%
18h.	Employment status (Parents/Guardians) (LT)	
	A. Total number of parents or guardians who exited the program 6-12 months ago who had the noted behavioral change	3

7/15/13

SAMPLE OJJDP DCTAT Performance Data Report - Family Drug Court Program

- B. Total number of parents or guardians who received services for the target behavior and who exited the program 6-12 months ago
- C. Percent (A/B)

16
18.75%

NR=no valid data reported for the period January 1, 2013 - June 30, 2013

Grantee Comments

For more information contact ojjdp-dctat@csrincorporated.com
Toll-free Technical Assistance Hotline Number: 1-866-487-0512



Travis County Commissioners Court Agenda Request

Meeting Date: July 30, 2013

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

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

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

A handwritten signature in black ink, appearing to be "JB", is written to the right of the text for the Elected/Appointed Official/Dept. Head.

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 \$753,137.07 for the period of July 12 to July 18, 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 \$753,137.07.

ISSUES AND OPPORTUNITIES:

See attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (8956) – \$753,137.07

REQUIRED AUTHORIZATIONS:

John Rabb, 854-2742

Jessica Rio, 854-9106

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

**TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS**

DATE: July 30, 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 12, 2013 to July 18, 2013

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$753,137.07

HRMD RECOMMENDATION: The Director or Benefits Manager has reviewed the reimbursement submitted and concurs with the findings of the audits by the Financial Analyst and the Benefits Contract Administrator and therefore recommends reimbursement of \$753,137.07.

Please see the attached reports for supporting detail information.

**TRAVIS COUNTY
HOSPITAL AND INSURANCE FUND
SUPPORTING DETAIL FOR THE
WEEKLY REIMBURSEMENT REQUEST TO
COMMISSIONERS COURT
FOR THE PAYMENT PERIOD
JULY 12, 2013 TO JULY 18, 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 30, 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 12, 2013
 TO: July 18, 2013

REIMBURSEMENT REQUESTED: **\$ 753,137.07**

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,928,243.23
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: Jul 23, 2013	\$ (1,219,443.82)
SAP corr	\$ 44,337.66
TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 753,137.07
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 753,137.07

The claims have been audited for eligibility and all were eligible in the period covered by the claim.



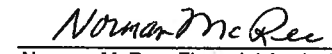
All claims over \$25,000 (3 this week totaling \$150,618.25) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.

Fifteen percent (15%) of all claims under \$25,000 (\$153,319.81) 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 \$1,503,743.22.

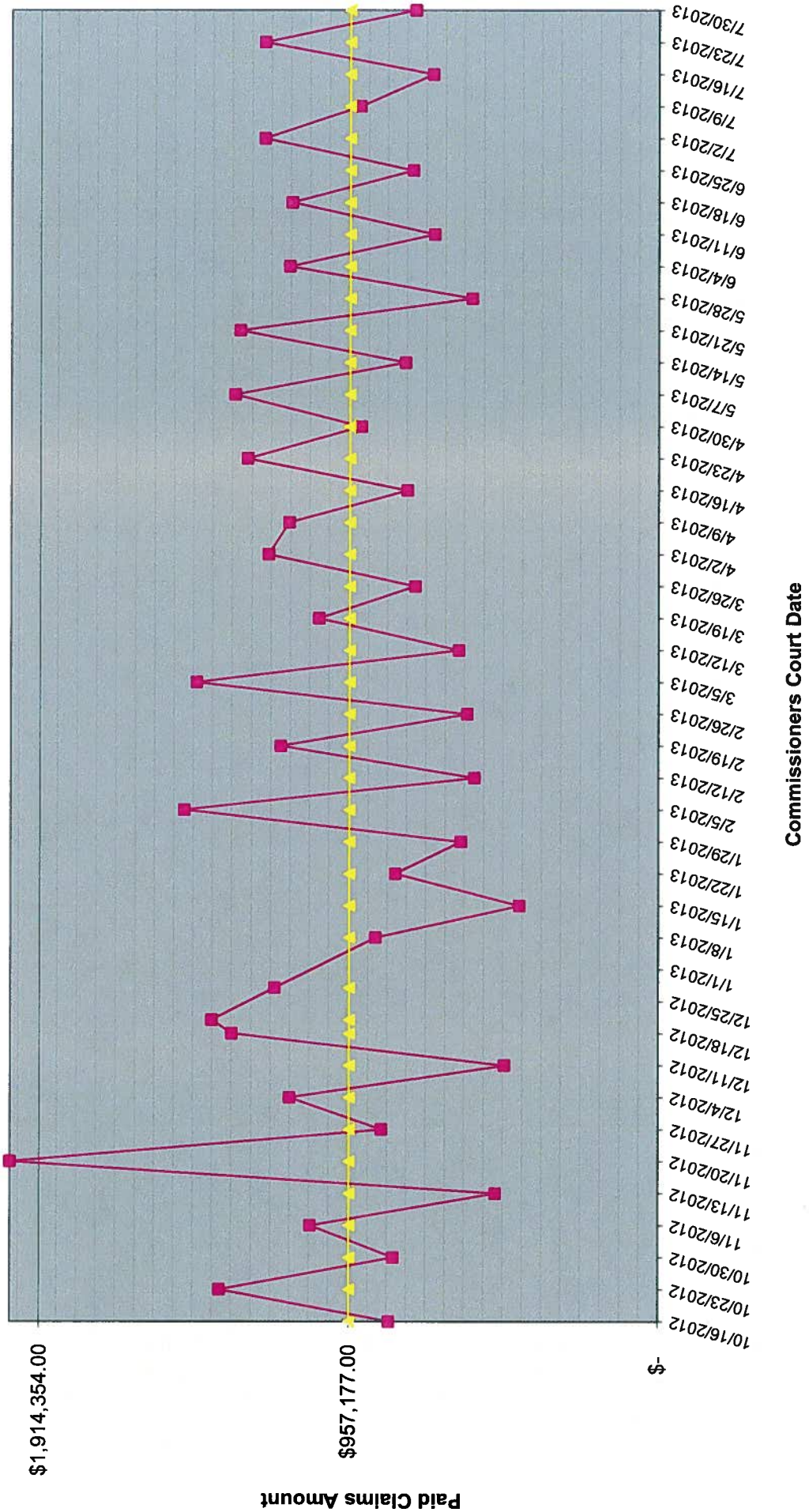
All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

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	7/19/13 Date
 Shannon Steele, Benefits Administrator	7/19/13 Date
 Norman McRee, Financial Analyst	7/19/13 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



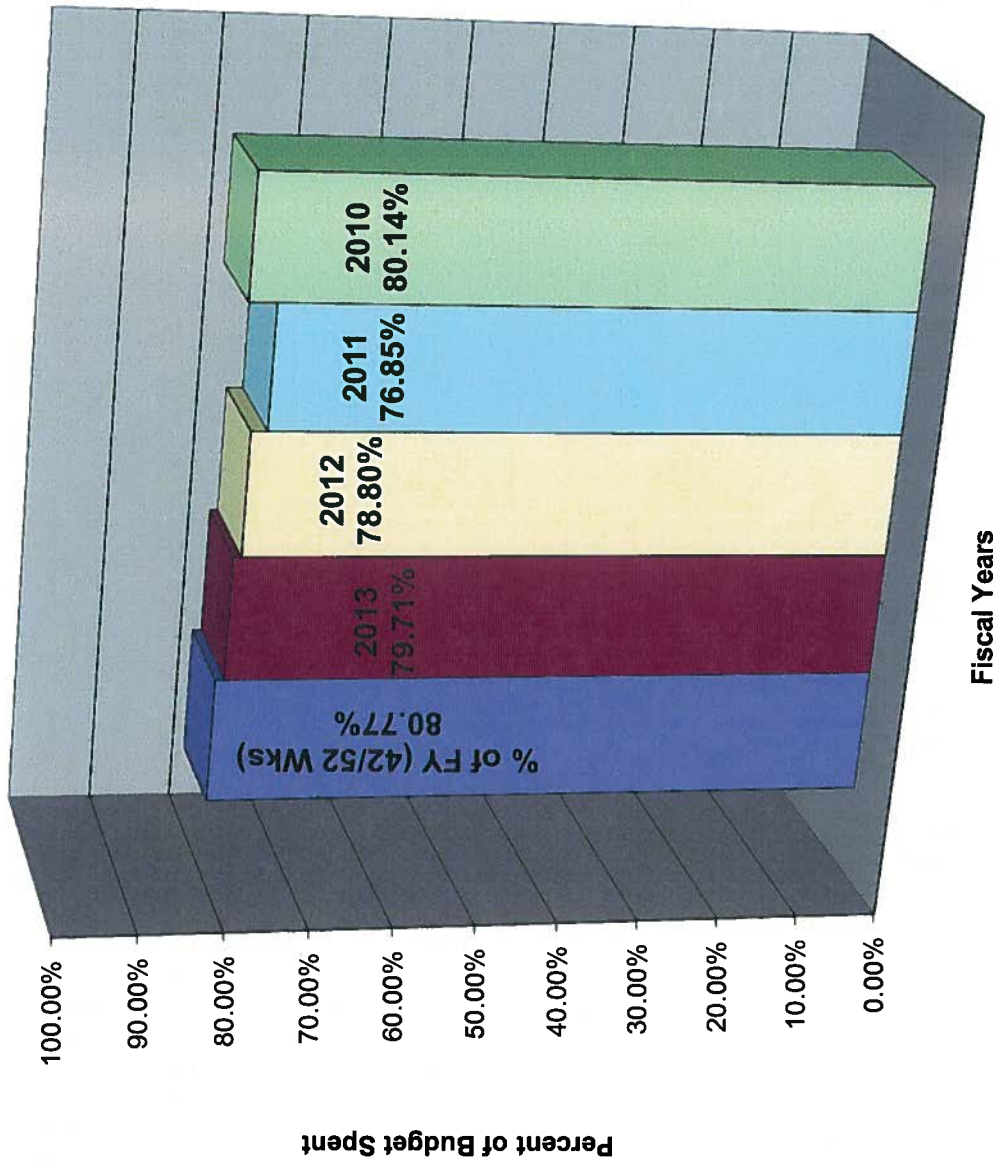
Travis County Employee Benefit Plan FY13 Weekly Paid Claims VS Weekly Budgeted Amount

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	74.34%	73.07%
40	6/28/2013	7/4/2013	7/16/2013	\$ 698,621.50	\$ 957,177.23	2	\$ 113,774.05	75.75%	74.58%
41	7/5/2013	7/11/2013	7/23/2013	\$ 1,219,443.82	\$ 957,177.23	3	\$ 160,558.84	78.20%	77.11%
42	7/12/2013	7/18/2013	7/30/2013	\$ 753,137.07	\$ 957,177.23	3	\$ 150,618.25	79.71%	78.80%
43									
44									
45									
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47									
48									
49									
50									
51									
52									

Claims (net) & Budget to Date	\$ 39,674,987.03	\$ 40,201,443.69	stop loss \$ (1,503,743.22)
Gross Paid Claims over (under) Original Budget		\$ (526,456.66)	

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 42



Norman Mcree

From: SIFSFX@UHC.COM
Sent: Friday, July 19, 2013 12:38 AM
To: Norman Mcree
Subject: UHG FUNDING NOTIFICATION

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

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2013-07-19 **REQUEST AMOUNT:** \$1,928,243.23

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

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2013-07-18 \$814,180.02
- REQUIRED BALANCE TO BE MAINTAINED: \$2,668,041.00
+ PRIOR DAY REQUEST: \$00.00

= UNDER DEPOSIT: \$1,853,860.98

+ CURRENT DAY NET CHARGE: \$74,382.25
+ ISSUED CREDIT AMOUNT: \$00.00
+ FUNDING ADJUSTMENTS: \$00.00

REQUEST AMOUNT: \$1,928,243.23

ACTIVITY FOR WORK DAY: 2013-07-12

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$25,169.68	\$00.00	\$25,169.68
TOTAL:	\$25,169.68	\$00.00	\$25,169.68

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2013_07_18

CONTR_NBR	PLN_ID	TRANS_AMT	SRS_DESG_NBR	CHK_NBR	GRP_ID	CLM_ACCT_NBR	ISS_DT	TRANS_TYP_CD	TRANS_DT	WK_END_DT
701254	632	\$ 1.88	QG	11711420	AE	6	7/15/2013	100	7/17/2013	7/18/2013
701254	632	\$ 1.87	PH	40428651	AE	2	6/26/2013	20	7/18/2013	7/18/2013
701254	632	\$ 1.73	PH	40487498	AH	3	7/2/2013	20	7/17/2013	7/18/2013
701254	632	\$ 1.73	QG	92542928	AH	11	7/15/2013	100	7/17/2013	7/18/2013
701254	632	\$ 1.65	QG	31719530	AH	3	7/15/2013	100	7/17/2013	7/18/2013
701254	632	\$ 1.62	QG	92539985	AH	3	7/12/2013	100	7/16/2013	7/18/2013
701254	632	\$ 1.59	QG	31719481	AE	9	7/15/2013	100	7/17/2013	7/18/2013
701254	632	\$ 1.28	QG	3966263	AH	1	7/15/2013	100	7/17/2013	7/18/2013
701254	632	\$ 0.13	QG	92538188	AE	16	7/11/2013	100	7/15/2013	7/18/2013
701254	632	\$ 0.01	QG	11711420	AE	6	7/15/2013	100	7/17/2013	7/18/2013
701254	632	\$ 0.01	QG	11711420	AH	6	7/15/2013	100	7/17/2013	7/18/2013
701254	632	\$ (4.45)	QG	20603527	AI	46	7/12/2013	50	7/18/2013	7/18/2013
709445	5972	\$ (7.17)	A7	740012	AA	1	7/12/2013	52	7/17/2013	7/18/2013
701254	632	\$ (30.00)	QG	3728203	AA	1	5/9/2013	50	7/19/2013	7/18/2013
701254	632	\$ (51.99)	QG	21496297	AH	6	7/9/2013	50	7/15/2013	7/18/2013
701254	632	\$ (77.31)	QG	379741	AA	12	7/15/2013	50	7/17/2013	7/18/2013
701254	632	\$ (101.66)	QG	3583504	AH	5	3/29/2013	50	7/16/2013	7/18/2013
701254	632	\$ (160.94)	QG	71547648	AA	1	4/26/2013	50	7/16/2013	7/18/2013
701254	632	\$ (942.81)	QG	21526239	AH	11	7/10/2013	50	7/16/2013	7/18/2013

753,137.07

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

For the payment week ending: 07/18/2013

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

Travis County - Employee Health Benefits Fund (8956)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 07/18/2013

Type	EE/RR	Cost Center	G/L Account	Transaction Amount
CEPO	EE	1110068956	516010	\$ 100,617.18
	RR	1110068956	516110	\$ 7,181.19
			Total CEPO	\$ 107,798.37
EPO	EE	1110068956	516030	\$ 90,907.36
	RR	1110068956	516130	\$ 25,515.46
			Total EPO	\$ 116,422.82
PPO	EE	1110068956	516020	\$ 455,282.71
	RR	1110068956	516120	\$ 73,633.17
			Total PPO	\$ 528,915.88
			Grand Total	\$ 753,137.07

Item 12



Travis County Commissioners Court Agenda Request

Meeting Date: 7/30/13

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".

AGENDA LANGUAGE:

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

- A. Proposed routine personnel amendments; and
- B. Non-routine salary adjustment from Justice of the Peace Precinct 3's Office for a variance to Travis County Code § 10.03002, salary adjustment greater than 10% above midpoint.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Attached are Personnel Amendments for Commissioners Court approval.

A. Routine Personnel Actions – Pages 2 – 5.

B. Non-Routine Personnel Action – Pages 6 - 9.

Justice of the Peace Precinct 3 requests approval for a salary adjustment that exceeds 10% above midpoint - Travis County Code § 10.03002, Position 30001663, Office Mgr Sr, PG 21. HRMD has reviewed the supporting documentation and recommends approval; this request is consistent with the intent of County personnel policies. The Planning and Budget Office has confirmed sufficient funds.

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

STAFF RECOMMENDATIONS:

N/A

ISSUES AND OPPORTUNITIES:

N/A

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

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 30, 2013

ITEM # :

DATE: July 19, 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.

A. Routine Personnel Actions – Pages 2 – 5.

B. Non-Routine Personnel Action – Pages 6 - 9.

Justice of the Peace Precinct 3 requests approval for a salary adjustment that exceeds 10% above midpoint - Travis County Code § 10.03002, Position 30001663, Office Mgr Sr, PG 21. HRMD has reviewed the supporting documentation and recommends approval; this request is consistent with the intent of County personnel policies. The Planning and Budget Office has confirmed sufficient funds.

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	07/16/2013	N/A	N/A	3050 - Tax Collector	30000185 / Tax Specialist I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$30,238.83
New Hire	New Hire	07/15/2013	N/A	N/A	3650 - Juvenile Probation	30051228 / Psychology Intern / 1 - Regular / 02 - Full Time Non-Exempt / GRD12 / 00 / \$28,262.42
New Hire	New Hire	07/15/2013	N/A	N/A	3650 - Juvenile Probation	30051229 / Psychology Intern / 1 - Regular / 02 - Full Time Non-Exempt / GRD12 / 00 / \$28,262.42
New Hire	New Hire	07/15/2013	N/A	N/A	3650 - Juvenile Probation	30051227 / Psychology Intern / 1 - Regular / 02 - Full Time Non-Exempt / GRD12 / 00 / \$28,262.42
Re-Hire	Re-Hire	07/12/2013	N/A	N/A	1600 - Juvenile Public Defender	30051302 / Attorney I / 8 - Retiree Temp / 06 - Hourly - No Bnf / GRD22 / 00 / \$26.72
Re-Hire	Re-Hire	07/16/2013	N/A	N/A	1850 - Health and Human Sv and Vet Sv	30050953 / Office Specialist / 1 - Regular / 02 - Full Time Non-Exempt / GRD12 / 00 / \$28,262.42
Re-Hire	Re-Hire	07/16/2013	N/A	N/A	1850 - Health and Human Sv and Vet Sv	30050951 / Education Instructional S / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$30,238.83

2

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt.	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt.
Re-Hire	Re-Hire	07/16/2013	N/A	N/A	3050 - Tax Collector	3000235 / Tax Specialist I / 1 - Regular / 04 - Part Time Non-Exempt / GRD13 / 00 / \$15,119.42
Mobility	Career Ladder	07/16/2013	3500 - Sheriff	30005893 / Cadet / 1 - Regular / 02 - Full Time Non- Exempt / GRD80 / 01 / \$38,919.50	3500 - Sheriff	30005893 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27
Mobility	Career Ladder	07/18/2013	3500 - Sheriff	30002599 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27	3500 - Sheriff	30002599 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26
Mobility	Career Ladder	05/16/2013	3500 - Sheriff	30002266 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27	3500 - Sheriff	30002266 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26
Mobility	Career Ladder	07/16/2013	3500 - Sheriff	30002196 / Cadet / 1 - Regular / 02 - Full Time Non- Exempt / GRD80 / 01 / \$38,919.50	3500 - Sheriff	30002196 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27
Mobility	Promotion	08/01/2013	3500 - Sheriff	30002274 / Security Coord / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$32,101.26	3500 - Sheriff	30002779 / Cadet / 1 - Regular / 02 - Full Time Non- Exempt / GRD80 / 01 / \$38,919.50
Mobility	Promotion	07/08/2013	3650 - Juvenile Probation	30004508 / Planner / 1 - Regular / 01 - Full Time Exempt / GRD19 / 00 / \$45,346.50	3650 - Juvenile Probation	30004507 / Planner Sr / 1 - Regular / 01 - Full Time Exempt / GRD21 / 00 / \$51,934.48

3

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Mobility	Promotion	07/15/2013	3650 - Juvenile Probation	30004086 / Juvenile Probation Officer II / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$37,024.00	3650 - Juvenile Probation	30004118 / Juvenile Probation Officer III / 1 - Regular / 02 - Full Time Non-Exempt / GRD17 / 00 / \$39,615.06
Mobility	Temporary to Regular	07/08/2013	1550 - Counseling and Education Sv	30003797 / Office Specialist / 2 - Temporary / 05 - Hourly - Retmt / GRD12 / 00 / \$13.59	1550 - Counseling and Education Sv	30003802 / Office Specialist / 1 - Regular / 02 - Full Time Non-Exempt / GRD12 / 00 / \$31,657.60
Mobility	Temporary to Regular	07/07/2013	3650 - Juvenile Probation	30004336 / Juvenile Rsdnt Treatment Officer Asst / 2 - Temporary / 05 - Hourly - Retmt / GRD12 / 00 / \$13.59	3650 - Juvenile Probation	30004364 / Juvenile Rsdnt Treatment Officer I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$31,158.40
Mobility	Voluntary Reassignment	07/16/2013	3465 - Constable Pct 4	30001833 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$33,702.81	3465 - Constable Pct 4	30001833 / Court Clerk Asst / 1 - Regular / 02 - Full Time Non-Exempt / GRD11 / 00 / \$30,332.70
Salary Change	Salary/Hourly Rate Change	07/01/2013	1800 - Rcd Mgmt and Comm Rsrc	30005191 / Law Library Mgr / 1 - Regular / 01 - Full Time Exempt / GRD23 / 00 / \$77,409.49	1800 - Rcd Mgmt and Comm Rsrc	GRD23 / 00 / \$85,037.26
Salary Change	Salary/Hourly Rate Change	07/16/2013	2000 - County Auditor	30000098 / Aud Financial Auditor Analyst IV / 1 - Regular / 01 - Full Time Exempt / GRD25 / 00 / \$82,121.00	2000 - County Auditor	GRD25 / 00 / \$83,221.00
Salary Change	Salary/Hourly Rate Change	07/16/2013	3410 - Justice of the Peace Pct 3	30001683 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$31,161.29	3410 - Justice of the Peace Pct 3	GRD13 / 00 / \$32,300.24

4

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Salary Change	Salary/Hourly Rate Change	07/16/2013	3410 - Justice of the Peace Pct 3	30001667 / Court Clerk II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$39,193.00	3410 - Justice of the Peace Pct 3	GRD15 / 00 / \$40,625.50
Salary Change	Salary/Hourly Rate Change	07/16/2013	3410 - Justice of the Peace Pct 3	30001677 / Court Clerk II Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$45,334.73	3410 - Justice of the Peace Pct 3	GRD16 / 00 / \$46,991.71
Salary Change	Salary/Hourly Rate Change	07/16/2013	3410 - Justice of the Peace Pct 3	30001664 / Court Services Mgmt Adm Coord / 1 - Regular / 01 - Full Time Exempt / GRD18 / 00 / \$52,977.60	3410 - Justice of the Peace Pct 3	GRD18 / 00 / \$54,913.93

5

NON-ROUTINE SALARY CHANGE ACTION				
Dept. (From)	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary / Rate Amt	Dept. (To)	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary / Rate Amt	Comments
3410 - Justice of the Peace Pct 3	30001663 / Office Mgr Sr / 1 - Regular / 01 - Full Time Exempt / GRD21 / 00 / \$71,410.14	3410 - Justice of the Peace Pct 3	GRD21 / 00 / \$74,025.89	Salary adjustment. Pay is greater than 10% above midpoint, Travis County Code § 10.03002.

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

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

6



Human Resources Management Department

700 Lavaca Street, 4th Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-4203

MEMORANDUM

DATE: July 19, 2013

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

VIA: Leslie Browder, County Executive, Planning and Budget *LB*

FROM: Debbie Maynor, Director of Human Resources *DM*

SUBJECT: JP 3 Non-Routine Salary Action, Position 30001663

HRMD requests Commissioners Court to discuss and consider the following action.

JP 3 Request:

Justice of the Peace, Precinct #3s Office (JP 3) requests approval to increase the salary of one Office Manager Senior (PG 21) from \$71,410.14 to \$74,025.89. The total dollar increase for this position is \$2,615.75 and represents a 3.66% increase. The proposed action would apply to the following position:

<u>Position #</u>	<u>Title</u>	<u>Current Salary</u>	<u>Proposed Salary</u>
30001663	Office Mgr Sr	\$71,410.14	\$74,025.89

Policy

Travis County Code §10.03002(b) states that existing employees may be moved along a pay range with permanent salary savings at the manager's discretion. Movement greater than 10% above midpoint requires Commissioners Court approval.

Issue

The action is non-routine by policy since the proposed increase would place the incumbent beyond midpoint + 10% of Pay Grade 21 (\$71,410.14).



Recommendation

HRMD recommends approval of JP 3's proposed salary action. The incumbent is already at the midpoint + 10% line and the proposed increase is not excessive and consistent with the intent of the policy. The action would be effective July 16, 2013. The Planning & Budget Office has verified sufficient funding exists for this action.

8

**JUDGE SUSAN STEEG
JUSTICE OF THE PEACE
PRECINCT 3
TRAVIS COUNTY, TEXAS**



8656-B HWY. 71 WEST
Austin, Texas 78735

Telephone (512) 854-6763
Fax (512) 854-2197

July 12, 2013

Mr. Todd Osburn
Compensation Manager
Travis County Human Resources
700 Lavaca Street, Suite 420
Austin, Texas 78701

RE: Salary Adjustment for Slots # 2, 3, 6, 7, and 28

Mr. Osburn:

Justice of the Peace, Precinct 3 requests a salary adjustment for five existing positions; slot 2, 3, 6, 7, and 28; using permanent salary savings from the Justice of the Peace, Precinct 3 FY13 budget, fund center 1280020001, commitment item 500050. The requested salary adjustments are shown on the attached worksheet. These positions have been required to manage additional duties and responsibilities that are anticipated to continue through this budget year and in to the future.

Alan Miller, with the Office of Planning and Budget, confirmed funding for the salary adjustments of these positions in the attached email.

Please let me know if you have any questions or need additional information to process this request.

Thank you,

Susan Steeg
Judge Susan Steeg

cc: Alan Miller

30001663



THE GREAT SEAL OF THE STATE OF TENNESSEE
OFFICE OF THE COMMISSIONER OF REVENUE
NASHVILLE, TENNESSEE

STATE OF TENNESSEE
NASHVILLE, TENNESSEE

REVENUE DEPARTMENT
NASHVILLE, TENNESSEE

July 25, 2013

Mr. [Name]
[Address]
Nashville, Tennessee

Dear Mr. [Name]:

Reference is made to your letter of July 23, 2013.

The information you provided regarding your business is being reviewed. We will contact you again once a final determination has been made. Your patience is appreciated.

If you have any questions, please contact the office at [Phone Number].

Sincerely,
[Signature]

[Handwritten Signature]

[Handwritten Signature]

[Text]

Item 13



Travis County Commissioners Court Agenda Request

Meeting Date: July 30, 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 "R" and "E".

AGENDA LANGUAGE:

Consider and take appropriate action on request from the Civil Service Commission for Sheriff's Office Employees to hold occasional grievance hearings at the Commissioners Courtroom at 700 Lavaca.

BACKGROUND/SUMMARY OF REQUEST:

Facilities Management Department (FMD) received a request from Lorrie Pickering – Coordinator for the Civil Service Commission for Sheriff's Office Employees to use the Commissioners Courtroom at 700 Lavaca for a grievance hearing on September 5, 2013. The hearing would be held from 4:30 p.m. and be concluded by midnight, at the latest. Ms. Pickering advised that there are approximately two to three of these hearings each year. Previously these hearings were routinely held at the Commissioners Courtroom at the Ned Granger Building. Ms. Pickering is requesting permission to use the current Commissioners Courtroom for this upcoming hearing on September 5th. Ms. Pickering advises that the Commissioners Courtroom configuration is conducive to their needs and also has the appropriate sound systems and recording capabilities already in place. FMD asks that the Commissioners Court likewise approve that future hearings of the Civil Service Commission be authorized to be held at the Commissioners Courtroom, if the Courtroom is available on the requested hearing date.

STAFF RECOMMENDATIONS:

Facilities Management Department recommends the Commissioners Court approve the requested use of the Commissioners Courtroom for hearings of the Civil Service Commission.

ISSUES AND OPPORTUNITIES:

These Civil Service Commission hearings are held in the evening hours due to availability of the Commissioners. As stated on the Civil Service website

the purpose of the Commission is to promote a quality Sheriff's Office by establishing and enforcing rules and regulations that pertain to employee selection, advancement, benefits, rights and working conditions consistent with the Office's needs and circumstances.

FISCAL IMPACT AND SOURCE OF FUNDING:

Not applicable.

ATTACHMENTS/EXHIBITS:

None

REQUIRED AUTHORIZATIONS:

Not Applicable.

Item 14



Travis County Commissioners Court Agenda Request

Meeting Date: July 30, 2013

Prepared By/Phone Number: Jim Barr, AIA, LEED AP, 854-9190

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

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

Sponsoring Court Members: County Judge Samuel T. Biscoe

A handwritten signature in black ink, appearing to read "Roger A. El Khoury".

AGENDA LANGUAGE:

Consider and take appropriate action to permanently assign the existing space of the Information Technology Services Department (ITS) in the 700 Lavaca building to ITS.

BACKGROUND/SUMMARY OF REQUEST:

During the Commissioners Court voting session on the 700 Lavaca building blocking and stacking, the 700 Lavaca Core Team recommended two options: (1) permanently assign space to the Transportation and Natural Resources Department (TNR) or (2) permanently assign space to the Information Technology Services Department (ITS). The Commissioners Court made the decision to permanently assign TNR to the 700 Lavaca building. In addition, at a later date the Commissioners Court directed the Facilities Management Department (FMD) to try to temporarily accommodate ITS in the 700 Lavaca Building until a future permanent location could be determined in the Central Campus. FMD was able to design and remodel space on parts of the 3rd, 4th and 5th floors and ITS moved to the 700 Lavaca Building on April 15, 2011.

Since April 2011 several factors have contributed to the FMD recommendation that the ITS Department be permanently assigned to the 700 Lavaca Building: (1) Several tenant leases expired without exercising renewal options, (2) recent growth trends experienced with other departments in the 700 Lavaca building have been slower than predicted which has led to revised space usage projections, 3) growth projections prepared by Broadus & Associates are proving slower than those published and, (4) FMD analysis of space at 700 Lavaca, based on the previous factors, demonstrates that it is now feasible to designate ITS a

permanent occupant User Group in the 700 Lavaca building should the Commissioners Court so decide.

STAFF RECOMMENDATIONS:

The Facilities Management Department recommends that the ITS Department be permanently assigned to the 700 Lavaca Building in its current space at the 3rd, 4th and 5th floors.

ISSUES AND OPPORTUNITIES:

Future growth of the ITS Department can be accommodated within the 700 Lavaca Building through 2035. This is the target year for growth of other County Offices and Departments in the building. Expansion space will become available as remaining tenant leases begin to expire in the next three years. In the interim, one of the tenants is vacating a 1,600 SF lease space on the 9th floor on July 31st this year. Nine ITS FTE's are being temporarily moved to this vacated lease space in September 2013. This temporary move will be done with no additional funding. A portion of the 3rd floor is also being remodeled to make space for the new CUC staff. This, along with the temporary 9th floor space, will take care of ITS space needs until 2016. An FY16 budget submittal is being planned to request moving the HRMD offices to the 9th floor following departure of lease tenants. ITS will then be able to expand into the vacated HRMD offices and occupy the entire 4th floor with very minimal remodeling required. The temporary 9th floor space can be vacated and approximately half of the 9th floor could then be remodeled to accommodate HRMD space needs till 2035.

FISCAL IMPACT AND SOURCE OF FUNDING:

There is no fiscal impact.

ATTACHMENTS/EXHIBITS:

None

REQUIRED AUTHORIZATIONS:

N/A



Travis County Commissioners Court Agenda Request

Meeting Date: July 30, 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 vehicles salvage property in accordance with the Court's automobile total loss claim authorization on June 18, 2013.

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

On June 18, 2013, the Court authorized a request brought by Travis County Risk Management regarding automobile total loss claims. Traditionally, it has been presumed that the Court's action on insurance loss claims was also a corresponding exercise of its authority under Texas Local Government Code (TLGC) 263.152(a)(1) to declare assets to be salvage, per se and constituted its explicit authorization for the disposition of county-owned assets.

In consultation with the County Attorney's Office, this presumption was incomplete; therefore, Purchasing is requesting the Court to affirm their authorization for disposition under its authority under TLGC 263.152(a)(1) for the vehicles specifically listed in the Court's Agenda Item #13 on June 18, 2013:

- A. TCSO unit 3092 – Settle
- B. TCSO unit 3231 – Settle
- C. TCSO unit 3107 – Settle
- D. TCSO unit 2838 – Settle
- E. TCSO unit 3093 – Settle
- F. TCSO unit 3472 – Settle
- G. Constable 5 unit 2669 – Settle
- H. TCSO unit 3300 – Settle
- I. TNR unit SU3271 – Settle
- J. TNR unit P2244 – Settle
- K. Constable 5 unit 2597 - Settle

Moving forward, Purchasing will coordinate with Risk Management to integrate specific asset disposition authorization language into their Agenda requests to fulfill this Statutory requirement.



Travis County Commissioners Court Agenda Request

Meeting Date: June 18, 2013

Prepared By/Phone Number: Donna Stirman, HRMD, 854-9584

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive Planning and Budget, 854-9106

Commissioners Court Sponsor: County Judge Sam Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on automobile total loss claim recommendations for the period March 1, 2011 through December 31, 2012:

- A. TCSO unit 3092 – Settle
- B. TCSO unit 3231 – Settle
- C. TCSO unit 3107 – Settle
- D. TCSO unit 2838 – Settle
- E. TCSO unit 3093 – Settle
- F. TCSO unit 3472 – Settle
- G. Constable 5 unit 2669 – Settle
- H. TCSO unit 3300 – Settle
- I. TNR unit SU3271 – Settle
- J. TNR unit P2244 – Settle
- K. Constable 5 unit 2597 - Settle

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Please see attached recommendation for transfers.

STAFF RECOMMENDATIONS:

Staff recommends that the total loss claims be paid as proposed.

The County's third party administrator has inspected the total loss vehicles and determined their actual cash value (ACV). The Risk Management fund pays the ACV and pursuant to amended Chapter 34, §34.001, subsection (h), the Capital Acquisition Reserve fund (CAR) pays the difference of the ACV and the cost of a replacement vehicle. The Risk Management fund also pays for all equipment associated with the replacement vehicle.

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.

ISSUES AND OPPORTUNITIES:

n/a

FISCAL IMPACT AND SOURCE OF FUNDING:

The fiscal impact on the Risk fund totals \$235,868.00; \$135,241.00 for ACV and \$100,627.00 for equipment. The fiscal impact on the CAR Fund is \$194,502.00, which includes \$400.00 in buyboard fees. The total fiscal amount for approval is \$430,370.00.

REQUIRED AUTHORIZATIONS:

Leslie Browder, Planning & Budget, 854-9106

Bill Paterson, Risk Mgmt., 854-9650

Sherine Thomas, County Attorney, 854-9415

Nikki Riley, County Auditor, 854-9125

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.



07-25-13 @ 1:45pm

HRMID

Human Resources Management Department

1010 Lavaca, 2nd Floor

● P.O. Box 1748

● Austin, Texas 78767

● (512) 854-9165 / FAX (512) 854-4203

BACKUP MEMORANDUM

DATE: May 20, 2013

TO: Members of the Commissioners Court

VIA: Leslie Browder, County Executive, Planning and Budget

FROM: William Paterson, Risk Manager *WFP*
Donna Stirman, Risk & Safety Specialist, Sr. *DS*

SUBJECT: Total Losses

Proposed Motion:

Consider and take appropriate action on automobile total loss claim recommendations for the period March 1, 2011 through December 31, 2012.

Summary and Staff Recommendation:

Staff recommends that the total loss claims be paid as proposed.

The County's third party administrator has inspected the total loss vehicles and determined their actual cash value (ACV). The Risk Management fund pays the ACV and pursuant to amended Chapter 34, §34.001, subsection (h), the Capital Acquisition Reserve fund (CAR) pays the difference of the ACV and the cost of a replacement vehicle. The Risk Management fund also pays for all equipment associated with the replacement vehicle.

Please note due to Ford discontinuing the Crown Victoria police vehicles, TCSO is now replacing their fleet with the Chevrolet Tahoes, at a cost of approximately \$8,500 more per vehicle. This increase has been included in the amount requested from the CAR Fund.

Budgetary and Fiscal Impact:

The attached spreadsheet shows the fiscal impact on the Risk fund in the total amount of \$235,868.00; \$135,241.00 for ACV and \$100,627.00 for equipment. The total amount for the CAR fund is \$194,502.00, which includes \$400.00 in buyboard fees. The total transfer amount for your approval is \$430,370.00.

If additional backup or information is required, please contact Risk Management at 854-9584.

Total Losses 13

CLAIM NUMBER	DEPT	DOL	VEHICLE	UNIT #	REPLACE COST	ACV/RISK	EQUIP/RISK	TOTAL RISK	TOTAL CAR	TOTAL RISK/CAR
A A11372501960201	TCSO	3/31/11	2008 Ford CV	3092	\$33,189	\$13,750	\$12,061	\$25,811	\$19,439	\$45,250.00
B A11372501290201	TCSO	4/6/11	2009 Ford CV	3231	\$32,999	\$14,050	\$12,061	\$26,111	\$18,949	\$45,060.00
C A11372501280201	TCSO	4/10/11	2008 Ford CV	3107	\$33,189	\$14,100	\$12,061	\$26,161	\$19,089	\$45,260.00
D A11375001740201	TCSO	4/19/11	2007 Ford CV	2838	\$30,749	\$7,018	\$12,061	\$19,079	\$23,731	\$42,810.00
E A11372502880202	TCSO	8/6/11	2008 Ford CV	3093	\$33,189	\$13,600	\$12,061	\$25,661	\$19,589	\$45,250.00
F A11372503180201	TCSO	9/3/11	2011 Ford CV	3472	\$33,189	\$15,744	\$12,061	\$27,805	\$17,445	\$45,250.00
G A12350100410201	Constable 5	11/18/11	2005 Chevy Impala	2669	\$24,500	\$5,887	\$8,100	\$13,987	\$18,613	\$32,600.00
H A12372501920201	TCSO	6/17/12	2010 Ford CV	3300	\$33,189	\$12,612	\$12,061	\$24,673	\$20,577	\$45,250.00
I A13490100010201	TNR	10/2/12	2009 Highlander	SU3271	\$26,450	\$25,950	\$0	\$25,950	\$500	\$26,450.00
J A13491100140201	TNR	10/29/12	2002 Ford F150	P2244	\$24,200	\$7,990	\$0	\$7,990	\$16,210	\$24,200.00
K A13350100810201	Constable 5	12/10/12	2005 Chevy Impala	2597	\$24,500	\$4,540	\$8,100	\$12,640	\$19,960	\$32,600.00
Buyboard fees									\$400	\$400.00
TOTALS										
					\$329,343.00	\$135,241.00	\$100,627.00	\$235,868.00	\$194,502.00	\$430,370.00



Travis County Commissioners Court Agenda Request

Meeting Date: July 30, 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 vehicles salvage property and consistent with Travis County Purchasing Fixed Asset Policy 3.12, utilize the vehicle for parts.

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

On [April 30, 2013](#), the Court authorized a request from Purchasing to surplus and auction a number of county-owned vehicles. Subsequent to the Court's authorization, but prior to auction, the Fleet Manager requested that two (2) vehicles be pulled from the auction: a 2003 Ford truck and a 2008 Ford truck.

Asset Desc	VIN #	Cap Date	Asset (SAP) #	Inventory (tag) #	Equip #	Acquisition Value
2003 FORD 1/2 TON EXTENDED CAB 8	2FTPX18ZX3CA04301	11/6/2002	1000956	106468	2252	\$ 24,207.01
2008 FORD F350 SUPER CAB PICKUP SHORT BED	1FTWX33R48EB25342	7/3/2007	1001899	129543	2915	\$ 29,162.50

For the 2008 Ford, given its poor condition, the vehicle is more valuable as a parts vehicle than an auction item. Therefore, Fleet and Purchasing are requesting that the Court deem this vehicle salvage and authorize Fleet to utilize the vehicle for parts.

For the 2003 Ford, the Fleet Manager believes this vehicle can still be utilized by departments and with Purchasing is requesting that the Court authorize Fleet to keep this vehicle in the Fleet inventory.



Travis County Commissioners Court Agenda Request

Meeting Date: July 30, 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 Travis County Purchasing Fixed Asset Policy 3.4.8, authorize Purchasing to add equipment to the Fleet inventory.

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

On [June 14, 2011](#), the Court authorized a vehicle total loss claim request from Travis County Risk Management for a John Deere tractor – tag #124946, unit #2780. This tractor was stolen from Travis County in 2010; however, the tractor was recently recovered by Bastrop County Sheriff's Officers.

The Fleet Manager had the tractor carefully inspected and believes the tractor is still mechanically sound and could be utilized by departments. Purchasing and Fleet request that the Court authorize the inclusion of the tractor to the inventory.

RECOMMENDATION FOR TRANSFER

DATE: 7-7-2011
 TO: Susan Spataro, County Auditor
 FROM: Dan Mansour, Risk & Benefits Manager 
 COUNTY DEPARTMENT: TNR
 CLAIM NUMBER: P10494102141501
 DATE OF INCIDENT: 6-16-10
 LOCATION OF INCIDENT: FM 620 North and Southwest Parkway
 stockpile area
 PROPERTY DAMAGES: 2006 John Deere 5525/unit TR 2780
 2006 Bush Hog Legend 2615/unit MO 2781

LOSS PAYEE:	TNR	Loss Amt.	Paid Amt.
(tractor)	Replacement Cost	\$27,106	
	ACV (Risk Fund)		<u>\$27,106</u>
	Total	<u>\$27,106</u>	<u>\$27,106</u>
(mower deck)	Replacement Cost	\$13,185	
	ACV (Risk Fund)		\$7,112
	CAR Fund		<u>\$6,073</u>
	Total	<u>\$13,185</u>	<u>\$13,185</u>
	Total (both)	\$40,291	\$40,291

DESCRIPTION OF INCIDENT: Incident and damages were discussed with county supervisor Kevin Kunkel. He advised sometime between 6/12/10 and 6/16/10, unknown person(s) stole a 2006 John Deere tractor with a 2006 Bush Hog mower attached. Equipment was parked at the stockpile area on FM 620 North and Southwest Parkway. Theft was reported to the Sheriff's Office and serial numbers of the equipment were entered into the Texas and National crime computers. According to Sgt. Tommy Wooley, there are no leads.

RECOMMENDATION: Incident has been confirmed with county supervisor. ACV has been established on the John Deere tractor at \$30,416.00, however, the replacement cost is \$27,106.20. Therefore, the entire replacement cost will be paid by the Risk Fund. ACV has been established on the Bush Hog Mower at \$7,112.00, the replacement cost is \$13,185.32. Therefore, the difference of \$6,073.00 will be paid from the CAR Fund.

CLAIMS SPECIALIST: Wayne Scott

COUNTY'S RECOMMENDATIONS: The Risk and Benefits Manager has reviewed the claim submitted and pursuant to approval of amended Chapter 34, §34.001, subsection (h), recommends the following transfers:

\$27,106.20 from Risk Fund 525-1140-522-4506 AR0603 into 001-4952-621-8043 for the tractor,

\$7,112.32 from Risk Fund 525-1140-522-4506 AR0603 into 001-4952-621-8043 for the mower,

\$6,073.00 from CAR Fund 001-9800-981-9891 into 001-4996-828-8043 for the difference of the ACV and replacement cost of the mower.

Xc: JI Companies
 Steven Manilla, TNR
 Mike Joyce, TNR
 Christina Jensen, TNR

CERTIFIED MINUTES EXCERPT

The Travis County Commissioners' Court convened on June 14, 2011. The following Item was considered:

12. Consider and take appropriate action on the following internal claim recommendations:

- a. TNR units TR2780 and M02781 – settle; and
- b. Constable, Precinct Three unit 3258 – settle.

RESULT: ADDED TO CONSENT

Consent Items

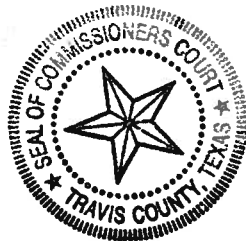
Members of the Court heard from:
Ronnie Gjemre, Travis County Resident

MOTION: Approve the following Consent Items: C1–C3 and Agenda Items 7, 8.a–b, 11, 12.a–b, 14, 15, 16, 17.a–b, 18, 19, 20, 21, 22, 23, 25, 27, 28, and A3.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Ron Davis, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Margaret J. Gómez
ABSENT: Karen L. Huber

I, Dana DeBeauvoir, County Clerk and Ex-Officio Clerk of the Commissioners' Court of Travis County, Texas, do hereby certify that the above is correct information from the Proceedings of the Commissioners' Court of Travis County, Texas.

Witness my hand and seal, this the 15th day of June, 2011.



DANA DeBEAUVOIR
County Clerk and Ex-Officio Clerk
of the Commissioners' Court of
Travis County, Texas

By: Gillian Porter
Gillian Porter, Deputy

PURCHASE REQUISITION NBR: 0000534464

DATE: 7/05/11

DELIVER BY DATE: 7/15/11

STATUS: INSUFFICIENT FUNDS
REASON: RISK MANAGEMENT PURCHASE - TX TASHB 292-08

SHIP TO LOCATION: EAST SVC CTR/FLEET/ED 2T SUGGESTED VENDOR: 60970 JOHN DEERE COMPANY

LINE NBR	DESCRIPTION	QUANTITY UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
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1	TRACTOR, UTILITY, JOHN DEER 5085M REPLACES TR2780 COMMODITY: AGRICULTURAL EQUIPMENT SUBCOMMOD: TRACTORS FARM WHEEL TYPE	1.00 EA	27106.2000	27106.20	
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2	ROTARY CUTTER, JOHN DEERE HX15 FLEX WING REPLACES MD2781 ***** RISK MANAGEMENT COMMODITY: AGRICULTURAL EQUIPMENT SUBCOMMOD: MOWER/REEL & ROTARY	1.00 EA	13185.3200	13185.32	
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REQUISITION TOTAL: 40291.52

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	AMOUNT
1	00149526218043	CAPITAL EQUIPMENT YARDS, GROUND, AGRICTRL EQ	100.00
2	00149526218043	CAPITAL EQUIPMENT YARDS, GROUND, AGRICTRL EQ	53.94
2	00149968288043	CAPITAL EQUIPMENT YARDS, GROUND, AGRICL EQ	46.06
			40291.52

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

20110629 RT
THROUGH MUSTANG EQUIPMENT
PLEASE FAX PO TO KYLE AT 830-693-4617

001 - 4952 - 621 - 8043 #34, 218.52
 001 - 4996 - 828 - 8043 # 16,073



Travis County Commissioners Court Agenda Request

Meeting Date: July 30, 2013

Prepared By/Phone Number: Jason G. Walker/44562; Marvin Brice, CPPB, Assistant Purchasing Agent

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language:

CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING REQUESTS:

A. APPROVE ORDER EXEMPTING CONTRACT FROM THE COMPETITIVE PROCUREMENT PROCESS PURSUANT TO SECTION 262.024 (A) (4) OF THE COUNTY PURCHASING ACT.

B. APPROVE CONTRACT WITH CP&Y, INC., FOR DESIGN SERVICES FOR WELLS BRANCH PARKWAY EXTENSION, SECTION 1.

- **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.
- TNR is requesting, a.) the design services for Wells Branch Parkway Extension, Section 1 be exempted from the competitive procurement process, and b.) the award of a contract to CP&Y, Inc. for such design services.
- The Wells Branch Parkway Extension, Section 1 project is a multi-phase roadway and drainage improvement project for the widening and extending of Wells Branch Parkway from Immanuel Road to 0.6 miles east of Immanuel Road (at Killingsworth Road West). While the two (2) outside lanes on the north side of this roadway were constructed by Travis County in 2005, two (2) outside lanes on the south side of this roadway now need to be designed for construction. Upon completion of these new two (2) lanes, which will serve east bound traffic, the existing two (2) north lanes will be reprogrammed to serve two (2) lanes of west bound traffic.

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

- CP&Y, Inc., is currently under contract (awarded January 18, 2011 in the amount of \$423,357.35), as a result of their firm having been determined as the top firm to RFQ #Q100168-JW, to develop a set of engineering plans and construction documents for Wells Branch Parkway's entire ultimate six (6) lanes between 0.6 miles east of Immanuel Road (at Killingsworth Lane west) to one (1) mile west of Cameron Road (at Killingsworth Lane east). In order for the two (2) sections to be constructed under a single contract, these documents need to have added to them the engineering plans and construction documents for Section 1.
- By having CP&Y, Inc. design Section 1, project cost and time are able to be minimized than if Section 1 were to be designed by another firm who is not familiar with this project or who happens to not already be preparing documents of similar nature and scope for an adjacent section of Wells Branch Parkway.
- Therefore, it is TNR's recommendation, with Purchasing's concurrence, that this contract to be exempted and awarded to CP&Y, Inc., in the amount of \$188,203.83.
- **Contract Expenditures:** Within the last N/A months \$0.00 has been spent against this contract/requirement.

- **Contract-Related Information:**
 - Award Amount: \$188,203.83
 - Contract Type: A/E
 - Contract Period: Through project completion

- **Contract Modification Information: N/A**
 - Modification Amount:
 - Modification Type:
 - Modification Period:

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

Solicitations Sent:	Responses Received:
HUB Information:	% HUB Subcontractor:

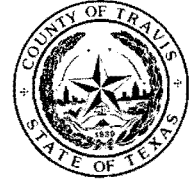
- **Special Contract Considerations:**

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

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

➤ **Funding Information:**

- Shopping Cart/Funds Reservation in SAP: 300000320
- Cost Center/Fund Center(s): 1490200001
- Comments:



TRANSPORTATION AND NATURAL RESOURCES

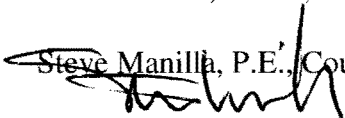
STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE

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

MEMORANDUM

DATE: March 25, 2013

TO: Marvin Brice, CPPB, Assistant Purchasing Agent

FROM:  Steve Manilla, P.E., County Executive

SUBJECT: Professional Services Agreement award recommendation
Wells Branch Parkway Extension, Sect 1
CP&Y Inc.

Requested Action:

- A. Approve an Exemption Order for Consultant Services
- B. Approve a Professional Services Agreement (PSA) with CP&Y Inc. for design services related to the Wells Branch Parkway Extension Section 1 project in Precinct 2.

Supporting information to help you process this request is provided below. If you need any additional information, please contact Chiddi N'Jie at 854-7585.

Summary and Staff Recommendation:

The Wells Branch Parkway project section 1 is a multi-phase roadway and drainage improvement project intended for widening and extending Wells Branch Parkway from Immanuel Road to 0.6 mile east of Immanuel Road (at Killingsworth Road West) in Precinct 2 (see Exhibit "A").

The two outside lanes on the north side of the roadway was constructed by the County under a separate funding in 2005. That section is functioning as the east and west bound traffic lanes. What is under consideration here is the construction of the two outside south lanes. At the completion of these two lanes, the two north lanes will be reprogramed to serve two west bound traffic lanes, and these new south lanes will serve two east bound traffic lanes.

CP&Y, Inc currently have a Professional Service Agreement (PSA) contract with the County to develop a set of engineering plans and construction documents for the entire ultimate 6 lanes between 0.6 miles east of Immanuel Road (at Killingsworth Lane west) to 1 mile west of Cameron Road (at Killingsworth Lane east) to be used to produce construction plans for future phases, plus a set of construction plans within the same limits for the 2 outside lanes on the north. Under a separate memo, TNR is requesting the approval of an additional services authorization request to allow CP&Y, Inc. to modify the construction document for the two north outside lanes and to prepare the construction documents for the two outside south lanes so that the two phases

can be constructed now under a single construction contract for the four lanes with sidewalk and bicycle lane on each side of the street. This is projected to generate a reduction in potential safety hazards during construction, lower the total construction cost, total duration, and associated inconveniences to users of the roadway network in the immediate area.

This request is to engage CP&Y, Inc to produce similar construction documents, using most of the data from an existing set of engineering plans developed by a different engineering firm that is no longer in business.

TNR is hereby requesting that Purchasing, if the requested exemption order is granted by the Court, facilitate the award of the contract to CP&Y. CP&Y will prepare only the parts of the document unique to this section of the road and add them to the documents they are preparing for the rest of the Wells Branch Parkway improvements project under a separate contract. TNR considers CP&Y, Inc to be the most qualified candidate for this scope of services because of several reasons, including the following:

- CP&Y have highly qualified staff and they were deemed the most qualified when solicitations was made for engineering services for the section just east of this section.
- CP&Y is currently developing plans for the section just east of this section.
- The existing plan data will need some modification before it can be used to produce the necessary construction plans for this section. CP&Y will be developing most of this data and the transfer of information and development of additional information will be more efficient, and will require little or no coordination of two separate plans if they are both done by the same firm. A different firm will either want to get paid to collect new data or to verify the existing data.
- The amount of work, if done by CP&Y will cost less than if done by a completely different consultant who will have to engage in completely new research efforts to acquire background information, etc.
- The time it will take to procure another consultant and for them to complete the construction document will be more than double what it will take CP&Y.

Staff have reviewed the additional scope of services and fees proposal (Exhibit "C") and concluded that the services proposed are complete as expected, and at an appreciably lower cost and at a shorter duration than how much it would be if done by another consultant who is not familiar with the project or not already preparing documents of similar nature and scope for an adjacent section of this same road. Any service not currently identified can be added if it is later identified as a need.

On the consideration of the above factors, TNR recommends approval of the Exemption Order, and the contract award to CP&Y to enable TNR to readily utilize the services of CP&Y, Inc. to produce the construction document for this portion of this section of Wells Branch Parkway.

Project Background

Wells Branch Pkwy is planned as an ultimate 6-lane divided roadway from Loop 1 to east of SH 130 (FM 973) on the CAMPO 2035 Regional Transportation Plan (illustrative plan). This goal is being achieved in phase as the need and funding becomes available. The current plan is to construct up to 4 lanes (up to the two outside lanes, each direction) from Mopac Expressway (Loop 1) to Cameron Road, and gradually add the remaining inside third lane, each direction, plus the median at a later date to complete the 6-lane divided arterial as planned. The proposed Cameron Road improvements from Gregg Lane to SH 130, is planned under a separate project.

The two outside lanes, each direction, from Loop 1 and Immanuel, and the two north lanes between Immanuel Road and Killingsworth Lane (west) have already been constructed.

The funding for constructing the 2 southern lanes in the same limits as above plus the 2 southern lanes between Immanuel Road and 0.6 miles east of Immanuel Road (at Killingsworth Lane west) was approved by the voters in the 2011 Bond Election.

Issues and Opportunities

Acquiring CP&Y to complete the construction documents will result in less chances for coordination errors, less design time, and lower design costs. In addition, combining all the phases described above into one letting may result into significantly better bid prices and an appreciable reduction in the construction time with less disruption to the emergency services providers, school bus services, motorists, bicyclists, and pedestrians in the area than if let separately. The combination of these plans into the other sets of plans being prepared by CP&Y will eliminate the need for a significant number of sheets generally produced at some additional cost for all our construction plans, resulting to additional savings.

Budgetary and Fiscal Impact:

Funding for this project will come from FRD 0300000320. The total amount for this professional services scope of work is \$188,203.83. The financial tracking information for this PSA contract request is provided below:

Fund: ----- 2004
Fund Center: ----- 1490200001
IO: -----600087
GL: -----521050
Grant: -----800160

All work for this modification will be delivered under a single Work Product, with phased deliverables.

Attachments:

- 1. Exhibit "A" - Project Location Map
- 2. Exhibit "B"- Scope of Services and Fee Proposal
- 3. Exhibit "C"- Proposed Roadway Section

Copy: Cyd V. Grimes, C.P.M., Purchasing Agent
Jason Walker, Construction Procurement Specialist, Purchasing
Hannah York, Auditor's Office
Cynthia McDonalds, TNR Financial
Donna Williams-Jones, TNR Financial
Tawana Gardner, TNR Financial
Steve Sun, P.E., TNR CIP
Chiddi N'Jie, P.E., TNR CIP
Central Files: 3100/Wells Branch/Design

ORDER EXEMPTING PURCHASE OF PROFESSIONAL ENGINEERING DESIGN SERVICES FROM COMPETITIVE BIDDING AND COMPETITIVE PROPOSAL REQUIREMENTS OF THE COUNTY PURCHASING ACT

WHEREAS, the Commissioners Court of Travis County has the authority to exempt the purchase of personal or professional services from the bidding requirements of the County Purchasing Act, TEX. LOC. GOVT. CODE ANN. Sec. 262.023, and

WHEREAS, the County desires to enter into a contract for professional engineering services for design services for Wells Branch Parkway Extension, Section 1 with CP&Y, Inc., a professional engineering design services firm, and

WHEREAS, engineering design services are professional services requiring special training, skills, and experience,

NOW, THEREFORE, the Commissioners Court of Travis County hereby orders that the purchase of engineering design services from CP&Y, Inc. for Wells Branch Parkway Extension, Section 1, is exempt from the requirements of the County Purchasing Act for competitive bidding or proposal pursuant to TEX. LOC. GOVT. CODE ANN., section 262.024 (a) (4), as these contracts are for professional services.

Signed and entered this ____ day of _____, 2013.

Samuel T. Biscoe, County Judge
Travis County, Texas

Ron Davis
Commissioner, Precinct 1

Bruce Todd
Commissioner, Precinct 2

Gerald Daughety
Commissioner, Precinct 3

Margaret Gomez
Commissioner, Precinct 4

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
TRAVIS COUNTY
AND

CP & Y, INC.

FOR

PROFESSIONAL ENGINEERING SERVICES

FOR

DESIGN SERVICES FOR WELLS BRANCH PARKWAY EXTENSION,
SECTION 1

RECEIVED
TRAVIS COUNTY
2013 JUL -9 PM 3:15
PURCHASING
OFFICE

PROFESSIONAL SERVICES AGREEMENT (PSA)

<u>SECTION:</u>	TABLE OF CONTENTS	PAGE (to be assigned upon finalization of PSA)
1	EMPLOYMENT OF THE CONSULTANT	1
2	BASIC SERVICES OF THE CONSULTANT	2
3	CONSTRUCTION COST	4
4	COMPENSATION AND PAYMENT SCHEDULE	5
5	PERIOD OF SERVICE	5
6	COORDINATION WITH COUNTY	6
7	WORK PRODUCT	6
8	REVISION TO WORK PRODUCT	7
9	REIMBURSABLE EXPENSES	8
10	SUSPENSION AND TERMINATION	8
11	CONSULTANT'S RESPONSIBILITY AND LIABILITY	11
12	OWNERSHIP OF DOCUMENTS	12
13	MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS	13
14	MISCELLANEOUS:	13
	14.1 VENUE	13
	14.2 SEVERABILITY	13
	14.3 EQUAL OPPORTUNITY IN EMPLOYMENT	13
	14.4 CERTIFICATE OF CONSULTANT	13
	14.5 NOTICE	14
	14.6 INSURANCE REQUIREMENTS	15
	14.7 FORFEITURE OF AGREEMENT	15
	14.8 PURCHASE ORDER	15
	14.9 PAYMENTS	16
	14.10 DISBURSEMENTS TO PERSONS WITH OUTSTANDING DEBTS PROHIBITED	16
	14.11 INTEREST ON OVERDUE PAYMENTS	17
	14.12 PROPERTY TAXES	17

14.13	TAXPAYER IDENTIFICATION	17
14.14	SUCCESSORS AND ASSIGNS	17
14.15	HISTORICALLY UNDERUTILIZED BUSINESS	17
14.16	FUNDING OUT	20
14.17	NON-WAIVER OF DEFAULT	20
14.18	MEDIATION	20
14.19	OFFICIALS NOT TO BENEFIT	20
14.20	CONSULTANT CERTIFICATIONS	20
14.21	CIVIL RIGHTS/ADA COMPLIANCE	21
14.22	GRATUITIES	21
14.23	MONITORING	21
14.24	INCORPORATION OF EXHIBITS & ATTACHMENTS	21
14.25	ENTIRE AGREEMENT	21
14.26	TEXAS PUBLIC INFORMATION ACT	21
14.27	CERTIFICATION OF ELIGIBILITY	22
14.28	AMENDMENT	22
14.29	ENTITY STATUS	22
ACKNOWLEDGEMENT AND SIGNATURE PAGE		22
EXHIBIT 1	COMPENSATION FOR PROFESSIONAL SERVICES AND SCHEDULE OF PAYMENTS	24
EXHIBIT 2	HOURLY RATES	26
EXHIBIT 3	PROJECT SCHEDULE	27
	ATTACHMENT 1 – PERFORMANCE SCHEDULE	28
	ATTACHMENT 2 – UTILITY RELOCATION SERVICES	29
	ATTACHMENT 3 – CONSTRUCTION ADMINISTRATION SERVICES	31
EXHIBIT 4	EQUAL OPPORTUNITY IN EMPLOYMENT	36
EXHIBIT 5	INSURANCE REQUIREMENTS	38
EXHIBIT 6	ETHICS AFFIDAVIT	39
	ATTACHMENT 1 KEY CONTRACTING PERSONS LIST	40
EXHIBIT 7	HUB DECLARATION AND LIST OF CERTIFIED HUB SUBCONTRACTORS	42
APPENDIX A	SCOPE OF SERVICES	46
APPENDIX B	ORGANIZATIONAL CHART	55

PROFESSIONAL SERVICES AGREEMENT ("PSA")

STATE OF TEXAS §

§

COUNTY OF TRAVIS §

§

This Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and CP & Y, Inc. ("Consultant") (each a "Party" and, collectively, the "Parties").

County desires to obtain professional engineering services for the design of Wells Branch Parkway Extension, Section 1 (the "Project");

Consultant has the professional ability and expertise to fulfill the requirements of the Project, and to counsel County in the selection and analysis of cost-effective alternatives.

In consideration of the mutual covenants and agreements set forth in this Agreement, the amount and sufficiency of which are acknowledged, County and Consultant agree as follows:

**SECTION 1
EMPLOYMENT OF THE CONSULTANT**

- 1.1 The County Executive of the Travis County Transportation and Natural Resources Department ("TNR") (the "County Executive") has designated a primary Project representative to act on behalf of County with respect to the work to be performed under this Agreement (the "County Project Manager"). The County Project Manager, in consultation with the County Executive, has the authority to interpret and define County's policies and decisions with respect to Consultant's services. The County Project Manager may designate representatives to transmit instructions and receive information. The County Project Manager will supervise the performance of Consultant's services under this Agreement. Consultant must cooperate fully with the County Project Manager in the performance of services under this Agreement.
- 1.2 County is contracting with Consultant as an independent contractor. Consultant shall perform professional engineering services as described in this Agreement. If any dispute arises under this Agreement, Consultant and the County Project Manager specifically agree to make a good faith effort to resolve the dispute directly between them. If they are unable to resolve the matter to Consultant's satisfaction, Consultant may appeal the dispute by following the procedures described in Paragraph 11.9 of this Agreement.
- 1.3 County will provide Consultant convenient access to all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relating to existing facilities and to the Project. Consultant shall make copies of needed information and promptly return all originals. The cost of such copies will be a reimbursable expense. Consultant shall return his copies of this material to County upon completion of the Project, if the County Project Manager instructs the Consultant to do so.
- 1.4 County cannot and does not warrant or guarantee the accuracy of all information that it provides to Consultant. Consultant may rely on professional sealed documents to the extent

that the original professional would have been held liable for the information contained in those document, in accordance with industry standard practice. Information provided in record or as-built documents that is critical to the current design work should be field-verified by Consultant in accordance with his professional judgment. Consultant may rely on other Project information provided by County, such as program data or design criteria, in accordance with industry standards, unless this Agreement provides otherwise.

- 1.5 If the County Project Manager observes or otherwise becomes aware of any fault or defect in the Work Product, as defined in Section 7, the County Project Manager will give prompt written notice of the fault or defect to Consultant. Consultant shall correct any such fault or defect at no cost to County.
- 1.6 The Travis County Commissioners Court orders this Agreement for professional engineering/architectural services exempt from the County Purchasing Act pursuant to Texas Local Government Code § 262.024(4) as an item for procurement of professional services.
- 1.7 Project Management; Key Personnel. Consultant shall provide management for the Project in accordance with the Organizational Chart set forth as **Appendix B**, attached hereto and made a part hereof. Personnel included in the Organizational Chart shall be considered "Key Personnel" for purposes of this Project. Except in the event that the Key Personnel individual is no longer employed by (or otherwise under the direction and control of) Consultant, none of the Key Personnel may be withdrawn from the Project without County's prior written approval; provided, however, Consultant shall have the right to change Key Personnel if Consultant complies with the following conditions: (1) Consultant provides County with at least fifteen (15) business days prior written notice that Consultant intends to replace a Key Personnel individual; (2) the notice is accompanied by a copy of the resume of any proposed replacement Key Personnel, together with documentation demonstrating that the proposed replacement has equal or greater experience and qualifications than the original Key Personnel individual; and (3) Consultant permits County to interview the proposed replacement Key Personnel individual for the purpose of satisfying itself that the proposed replacement is acceptable. County will notify Consultant within seven (7) days of conducting the interview of any objection to the proposed replacement, and will either request additional assurances regarding the proposed replacement or require Consultant to submit the name and qualifications of another replacement Key Personnel individual. Such process will continue until Consultant proposes a replacement Key Personnel individual acceptable to County. County agrees not to unreasonably withhold such acceptance. In the event a Key Personnel individual leaves the employment of Consultant unexpectedly and without advance notice, Consultant will immediately notify County upon learning of the departure and will comply with the requirements of this section.

SECTION 2 BASIC SERVICES OF CONSULTANT

- 2.1 Consultant shall be responsible for the complete design and documentation of the work described or referenced in this Agreement, and shall prepare the Work Product, which must be acceptable to the County Project Manager. Consultant shall also serve as County's professional consultant during the Project phases to which this Agreement applies, and shall

consult with and give advice to County during the performance of the Project.

2.2 Consultant shall perform the "Basic Services," which means:

2.2.1 all elements of labor, materials and equipment required for the Project, which must be rendered to the satisfaction of the County Project Manager and the Commissioners Court and in accordance with the requirements, policies, and standard practices of Travis County;

2.2.2 the detailed Scope of Services for the Project as specified in **Appendix A**, attached to and made a part of this Agreement for all purposes (the "Scope of Services");

2.2.3 the Work Product, as defined herein, which Consultant shall submit to County for review at regular intervals, as specified in the Project Schedule to be provided by Consultant. The requirements applicable to the Project Schedule are specified in Exhibit 3.

2.3 Consultant shall use all applicable codes in performing the Basic Services for the Project. The standards, codes, specifications, or other technical, design or professional requirements that apply to this Project are the latest edition in effect on the date on which this PSA is executed, unless Consultant and County expressly agree otherwise. The applicable codes for this Project include, but are not limited to:

- a. International Building Code
- b. National Fire Code
- c. National Plumbing Code
- d. National Mechanical Code
- e. City of Austin Energy Guidelines/Codes, or applicable electric service provider's guidelines/codes
- f. Travis County Design Standards for Construction of Streets and Drainage in Subdivisions
- g. AASHTO A Policy on Geometric Design of Highways and Streets
- h. Texas Manual of Uniform Traffic Control Devices for Streets and Highways (current edition and revisions)
- i. Texas Department of Transportation Construction Manual
- j. City of Austin Drainage Criteria Manual (current version and updates)
- k. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets and Bridges, 2004
- l. National Environmental Policy Act (NEPA)
- m. Architectural Barriers, Texas Department of Licensing and Regulation
- n. Americans with Disabilities Act (ADA) Regulations
- o. Army Corps of Engineers Regulations
- p. Edwards Aquifer Regulations
- q. Texas Commission on Environmental Quality applicable regulations

2.4 As part of the Basic Services, Consultant shall report to the County any suspected hazardous materials in the areas of proposed construction. Hazardous materials assessment and abatement work will be provided by County under separate contract.

SECTION 3 CONSTRUCTION COST

- 3.1 The construction cost is the total cost to County of all elements of the Project designed or specified by Consultant (the "Construction Cost").
- 3.2 The Construction Cost includes the cost, at current market rates, including a reasonable allowance for overhead and profit: (i) of labor, materials and any equipment that the Consultant has designed, specified, selected, or specially provided for Consultant; and (ii) of permitting fees and other fees and charges required by the City of Austin or other governmental authorities. The Construction Cost does not include the compensation of Consultant or other consultants.
- 3.3 Detailed estimates of the Construction Cost prepared by Consultant represent Consultant's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Consultant nor County has control over the cost of labor, materials, or equipment; over the contractor's methods of determining bid prices; or over competitive bidding, market, or negotiating conditions.
- 3.4 Consultant may include contingencies for design, bidding, and price escalation to determine what materials, equipment, component systems, and types of construction are to be included in the Work Product, and may include in the Work Product alternate bids to adjust the Construction Cost to the fixed limit.
- 3.5 If the Bidding Phase (as described in the Scope of Services) has not commenced within one (1) month after Consultant submits the Work Product for that phase to County, Consultant shall adjust any Project budget or fixed limit of Construction Cost, Consultant if directed by County. This adjustment work will be considered an Additional Service, as defined in Section 4, if the delay was not caused by Consultant. The adjusted Project budget or fixed limit will reflect any change in the general level of prices in the construction industry between the date of submission of the Work Product and the date on which bids are sought.
- 3.6 If the Project budget or fixed limit of Construction Cost is exceeded by the lowest responsible bid, County may:
 - (1) approve, in writing, an increase in the Project budget or fixed limit;
 - (2) authorize rebidding of the Project within a reasonable time;
 - (3) terminate this Agreement and abandon the Project; or
 - (4) revise the scope of the Project to reduce the Construction Cost.
- 3.7 If County chooses to proceed under clause 3.6(4), above, Consultant, without additional compensation, shall modify the documents that Consultant is responsible for preparing under the Basic Services portion of this Agreement, as necessary to comply with the fixed limit.
- 3.8 Consultant shall estimate the total Project budget, including reimbursables, contingencies, permit fees, and agency fees. The budget may not include: (1) hazardous material testing and removal, if any is required; or (ii) any costs for furniture, fixtures and equipment, unless

otherwise provided in this Agreement. As part of the Basic Services, Consultant shall report to the County any suspected occurrence of hazardous materials in the areas of proposed remodeling or other construction work. Hazardous materials abatement work will be provided by County under separate contract.

SECTION 4 COMPENSATION AND PAYMENT SCHEDULE

- 4.1 In consideration of Consultant's performance of the Basic Services, Consultant will receive the Basic Services compensation described in Exhibit 1. County will pay the Basic Services compensation in accordance with the payment schedule specified in Exhibit 1.
- 4.2 For the performance of services not specifically described in the Basic Services (the "Additional Services"), Consultant will receive the Additional Services compensation described in Exhibit 1.
- 4.3 The County Project Manager will have authority to classify Consultant's services as "Basic or "Additional" services under this Agreement. The Project Manager may make this classification in consultation with the County Executive. In the event Consultant disagrees with the classification designated by the County Project Manager (and, if applicable, the County Executive), and those individuals are unable to resolve the disagreement directly, Consultant may refer the dispute to the Purchasing Agent, who will follow the procedures described in Paragraph 11.9.

SECTION 5 PERIOD OF SERVICE

- 5.1 Consultant shall perform the professional services described herein, whether "Basic" or "Additional" services, in accordance with the Project Schedule, attached to this Agreement as Exhibit 3. Consultant shall obtain County approval for any proposed modification to the Project Schedule.
- 5.2 This Agreement will become effective on the Effective Date, as defined on the signature page of this Agreement, and will remain in full force and effect for the period required for the complete design of, construction contract award for, and construction of the Project, including warranty periods and any extensions of time as provided in this Agreement (the "Project Completion Date"), unless sooner terminated as provided for in this Agreement.
- 5.3 If the performance by Consultant or County of either Party's obligations under this Agreement is interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Agreement, then that Party will be excused from such performance for a period of time that is reasonably necessary after such occurrence to remedy the effects of the occurrence. Upon the discovery of such an event, the Party whose performance is affected under this section shall notify the other Party, and the County Project Manager will call a special meeting to propose a program for resolution of the problem, and if necessary, to establish an estimated period of time of suspension or extension of the Project Completion Date. If Consultant makes a written request for an extension of

time, the County Project Manager may grant the extension if the request is properly documented and justified by the circumstances.

SECTION 6 COORDINATION WITH COUNTY

- 6.1 The Travis County Purchasing Agent (the "Purchasing Agent") acts as County's overall contract administrator. The Purchasing Agent may designate representatives to transmit and receive information. Consultant shall not commence work until the County Project Manager has thoroughly briefed Consultant on the scope of the Project. Consultant shall not commence work on the Project until receipt of a written notice to proceed issued by the Purchasing Agent upon the recommendation of the County Executive (the "Notice to Proceed"). Consultant shall not commence work on any subsequent phase of the Project, as such phases are described in the Scope of Services, until receipt of a written Notice to Proceed, which will be issued by the County Executive. The County Executive will copy the Purchasing Agent on all Notices to Proceed issued for subsequent Project phases.
- 6.2 At the beginning of each Project phase, and before written authorization to proceed with that phase is issued, Consultant shall submit to the County Project Manager the Project Schedule, as updated and adjusted as required for each phase. In addition, Consultant shall make monthly progress reports with comparisons to the Project Schedule.
- 6.3 In addition to Consultant's obligations described in the Scope of Services pertaining to meetings, at intervals not to exceed thirty (30) days, Consultant shall arrange for and attend progress meetings with County representatives and, as applicable, representatives of any other governmental authority having jurisdiction over the Project, to explain and receive feedback on the work-in-progress.
- 6.4 Consultant shall furnish all available data and reasonable assistance necessary to comply with established application, review, and approval processes for any permits, grants, or planning advances required for the Project. Consultant shall familiarize himself, and comply, with established application, review, and approval processes as necessary to ensure that reasonable compliance will cause no delay to the Project Schedule.
- 6.5 For the duration of the Agreement term, Consultant shall be responsible for advising County whether in Consultant's judgment it is feasible to proceed with the Project given any constraints affecting the Project.
- 6.6 Consultant shall cooperate and coordinate with County's staff and other consultants and contractors as reasonable and necessary in performance of this Agreement and as required by the County Executive, the County Project Manager, and the Purchasing Agent.

SECTION 7 WORK PRODUCT

- 7.1 The term "Work Product" means any reports, drawings, plans, specifications and any other documents created, obtained or assembled in connection with performance of this

Agreement and with the services rendered in connection with the Project, including but not limited to any and all deliverables for each phase of the Project as described in the Scope of Services.

- 7.2 Consultant shall submit the Work Product for each phase of the Project on or before the dates specified in the Project Schedule. Upon receipt of the Work Product, County will check the submission for completion. A "Complete" submission means that all items listed, referenced and otherwise described in this Agreement relating to that phase of the Project have been included.
- 7.3 If the submission is Complete, County will notify Consultant and County's Technical Review Process, as defined in this Section, will begin. If the submission is incomplete, County will notify Consultant, who shall perform any professional services that are required to complete the Work Product for that phase. Consultant shall then resubmit the Work Product to County.
- 7.4 County's "Technical Review Process" means County's review of the Complete Work Product for substantial compliance with the technical specifications and requirements included in the Basic Services. If necessary, County will return the Complete Work Product to Consultant, who shall perform any professional services required for such compliance and resubmit the Complete Work Product to County.
- 7.5 The process described in paragraph 7.3 and 7.4 will be repeated until the Work Product is accepted by County. "Acceptance" means that in the County Project Manager's opinion, substantial compliance with the technical specifications and requirements has been achieved.
- 7.6 After Acceptance, Consultant shall perform any required modifications, corrections, redesigns, and additional work as requested by County and any other governmental entities having jurisdiction over the Project and as necessary to receive final approval by the County Project Manager. "Approval" means formal written recognition by County that the Work Product for that phase is Complete and that compliance with the technical specifications and requirements has been fully achieved.
- 7.7 The County Project Manager will have authority to classify Consultant's services as "Complete", "Accepted", or "Approved" under this Agreement. The Project Manager may make this classification in consultation with the County Executive. In the event Consultant disagrees with the classification designated by the County Project Manager (and, if applicable, the County Executive), and those individuals are unable to resolve the disagreement directly, Consultant may refer the dispute to the Purchasing Agent, who will follow the procedures described in Paragraph 11.9.

**SECTION 8
REVISION TO WORK PRODUCT**

- 8.1 After Approval by County of the Work Product for each Project phase, Consultant shall, without additional compensation, perform any professional services required as a result of Consultant's development of the Work Product that County has found to be in error or omission. In addition, if it is necessary to revise the Work Product in order to make the Project

constructible, Consultant shall do so without additional compensation. However, after Approval by County, any revisions, additions, or other modifications made at County's request for the convenience of County that require Consultant to perform extra services and incur additional expenses will entitle Consultant to additional compensation for such extra services and expenses. This compensation will be paid as Additional Services in accordance with Exhibits 1 and 2. Consultant must obtain County's written authorization for Additional Services in advance in accordance with Exhibit 1.

SECTION 9 REIMBURSABLE EXPENSES

- 9.1 "Reimbursable Expenses" means expenses in addition to the compensation for Basic Services or Additional Services specified in Exhibits 1 and 2. Reimbursable Expenses includes actual expenditures made by Consultant in the interest of the Project for the expenses listed below:
- 9.1.1 Expense of reproductions, plotting of drawings, and/or other documents for other than the in-house use of Consultant. Postage, delivery expenses, and mileage for the Work Product(s) are also allowable as Reimbursable Expenses;
- 9.1.2 Expense of review and permitting fees as required by governmental authorities having jurisdiction over the Project.
- 9.2 Unless this Agreement has been amended or modified as provided in this Agreement, the payments made for each of the above-listed categories of Reimbursable Expenses may not exceed the amount shown in Exhibit 1.
- 9.3 County will pay Reimbursable Expenses monthly upon presentation of Consultant's statement of services rendered or expenses incurred. Consultant shall submit receipts for all reimbursable expenses with each invoice. County does not reimburse for sales taxes paid by Consultant. Consultant may obtain a Tax Exempt Certificate from the Travis County Purchasing Office.

SECTION 10 SUSPENSION AND TERMINATION OF AGREEMENT

- 10.1 SUSPENSION. County may suspend performance of this Agreement at any time for any reason without terminating this Agreement by giving Consultant written Notice of Suspension (a "Notice of Suspension"). The "Effective Date of Suspension" will be the date on which Consultant receives the Notice of Suspension, and the Suspension Period will begin on this date. Performance may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of Consultant's receipt of written notice of reinstatement from County. Upon the Effective Date of Suspension, Consultant shall follow the procedures described below:
- 10.1.1 Upon receipt of a Notice of Suspension, Consultant shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the

Effective Date of Suspension. Consultant shall prepare copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the Effective Date of Suspension, including but not limited to the Work Product, for possible delivery to County upon County's request.

10.1.2 During the Suspension Period, Consultant may submit the above-referenced statement to County for payment of the approved services actually performed under this Agreement, less previous payments.

10.2 TERMINATION FOR CONVENIENCE. County reserves the right to terminate this Agreement for reasons other than default by Consultant, including for any reason deemed by Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order, by delivering to Consultant a written notice (a "Notice of Termination for Convenience"), which will take effect on the tenth day following receipt by Consultant ("Termination for Convenience"). In the event of Termination for Convenience, County and its officials, agents and representatives will not be liable for loss of any profits.

10.2.1 Upon receipt of a Notice of Termination for Convenience and prior to the effective date of termination, Consultant shall, unless the Notice of Termination for Convenience otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of a Notice of Termination for Convenience, Consultant shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.

10.2.2 Consultant shall deliver to County copies of all completed or partially completed designs, plans, specifications and other Work Product prepared under this Agreement prior to the effective date of termination as a precondition to any final payment due under this Agreement.

10.2.3 Upon satisfaction of the above conditions, County will pay Consultant for approved services actually performed under this Agreement prior to termination, less previous payments.

10.2.4 Consultant's failure to submit the required statement described in paragraph 10.2.1 and to comply with the above stated conditions will constitute a waiver by Consultant of any and all rights or claims to collect the fee to which Consultant may rightfully be entitled for services performed under this Agreement.

10.3 TERMINATION FOR DEFAULT. Either Party may terminate this Agreement for the failure of the other Party to perform any provisions of this Agreement, through no fault of the terminating Party ("Termination for Default") by delivering written notice of termination (a "Notice of Termination for Default") to the defaulting Party. The Notice of Termination for Default shall take effect on the tenth day following receipt by the defaulting Party. In the event of Termination for Default, County and its officials, agents and representatives will not be liable for loss of any profits.

Termination by Consultant:

- 10.3.1 In the event Consultant exercises its right to terminate for default by County, within thirty (30) days after receipt by County of Consultant's Notice of Termination for Default, Consultant shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.
- 10.3.2 Consultant shall deliver to County copies of all completed or partially completed designs, plans, specifications and other Work Product prepared under this Agreement prior to the effective date of termination as a precondition to any final payment due under this Agreement.
- 10.3.3 Upon satisfaction of the above conditions, County will pay Consultant for approved services actually performed under this Agreement prior to termination, less previous payments.
- 10.3.4 Consultant's failure to submit the required statement described in paragraph 10.3.1 and to comply with the above stated conditions will constitute a waiver by Consultant of any and all rights or claims to collect the fee to which Consultant may rightfully be entitled for services performed under this Agreement.

Termination by County:

- 10.3.5 Upon receipt by Consultant of a Notice of Termination for Default and prior to the effective date of termination, Consultant shall, unless the Notice of Termination otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of a Notice of Termination for Default, Consultant shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.
 - 10.3.6 Consultant shall deliver to County copies of all completed or partially completed designs, plans, specifications and other Work Product prepared under this Agreement prior to the effective date of termination as a precondition to any final payment due under this Agreement.
 - 10.3.7 Upon satisfaction of the above conditions, County will pay Consultant for approved services actually performed under this Agreement prior to termination, less previous payments.
 - 10.3.8 Consultant's failure to submit the required statement described in paragraph 10.3.5 and to comply with the above stated conditions will constitute a waiver by Consultant of any and all rights or claims to collect the fee to which Consultant may rightfully be entitled for services performed under this Agreement.
- 10.4 All references to time in this Agreement will be measured in calendar days unless otherwise specified.

**SECTION 11
CONSULTANT'S RESPONSIBILITY AND LIABILITY**

- 11.1 Consultant covenants to undertake no task for which a professional license or certificate is required unless Consultant or someone under Consultant's direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, Consultant shall inform County of such event within five (5) working days.
- 11.2 Consultant shall be responsible for conformance with applicable federal and state laws, County permitting requirements, and city ordinances currently in effect.
- 11.3 Acceptance and Approval of the Work Product by County will not release Consultant of any responsibility or liability for the accuracy and competency of Consultant's designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither Acceptance nor Approval by County will be an assumption of responsibility or liability by County for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by Consultant.
- 11.4 Notwithstanding anything in this Agreement to the contrary, Consultant shall perform all services and responsibilities required of Consultant under this Agreement using at least that standard of care that a reasonably prudent Consultant in Travis County, Texas, would use in similar circumstances. Consultant shall perform the duties set forth in this Agreement in a professional manner and nothing in this Agreement will be construed to relieve Consultant of this duty.
- 11.5 Upon County's request, Consultant shall immediately remove from association with the Project any employee of Consultant who, in the opinion of County, is incompetent or whose conduct becomes detrimental to the work or coordination with County.
- 11.6 Consultant shall place his Texas Professional Consultant's seal of endorsement on all documents and engineering data furnished to County, as required by law.
- 11.7 Consultant is an independent contractor under this Agreement. Neither Consultant nor any officer, agent, servant, or employee of Consultant will be classified as an employee or servant of County.
- 11.8 **INDEMNIFICATION.** CONSULTANT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AND ITS OFFICIALS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, ACTIONS, SUITS, AND LIABILITY OF ANY KIND, WHETHER MERITORIOUS OR NOT, INCLUDING, WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING IN WHOLE OR IN PART FROM ANY NEGLIGENT ACT, NEGLIGENT ERROR, OR NEGLIGENT OMISSION OF CONSULTANT OR ANY OF CONSULTANT'S EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS ON ACCOUNT OF, ARISING OR RESULTING FROM, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF THIS AGREEMENT.

11.8.1 If any person, firm, corporation or other entity makes or brings any claim, or other action, against Consultant that relates to Consultant's performance under this Agreement, including proceedings before an administrative agency, Consultant shall give written notice to County of the following information:

- (i) the existence of the claim, or other action, within ten (10) working days after being notified of it;
- (ii) the name and address of the person, firm, corporation, or other entity that made a claim, or that instituted any type of action or proceeding;
- (iii) the alleged basis of the claim, action or proceeding;
- (iv) the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
- (v) the name or names of any person against whom this claim is being made.

11.8.2 Except as otherwise directed, Consultant shall furnish to County copies of all pertinent papers received by Consultant with respect to these claims or actions and all court pleadings related to the defense of these claims or actions.

11.9 CONTRACT ADMINISTRATION; UNRESOLVED DISPUTES. The Purchasing Agent acts as the County representative in the administration of this Agreement. In case of an unresolved dispute, any document, notice, or correspondence not issued by or to the Purchasing Agent, or other authorized County person, is void unless otherwise stated in this Agreement. If Consultant does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, relating to the unresolved dispute, Consultant must submit a written notice to the Purchasing Agent, or other authorized County person, within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. Consultant may finally appeal the decision of the Purchasing Agent, in writing, to the Travis County Commissioners Court, whose decision shall be final and binding.

SECTION 12 OWNERSHIP OF DOCUMENTS

- 12.1 Consultant shall furnish County with Work Product as requested, whether or not it is complete at the end of the Project, or upon suspension or termination of this Agreement, as provided in this Agreement. Consultant may retain copies of the Work Product for Consultant's records.
- 12.2 The Work Product, and any other documents, including estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by Consultant in performance of this Agreement, together with all intellectual property and proprietary rights in and to all such documents, will upon creation become the sole and exclusive property of County. Upon completion of the Project, Consultant shall deliver all such documents to County in an organized fashion. Consultant may retain a copy.

- 12.3 Any reuse by Consultant of any such documents described in paragraphs 12.1 and 12.2 without the specific and prior written consent of County will be at Consultant's sole risk and without liability or legal exposure to County.
- 12.4 Consultant will not be responsible for any use or any modifications to the documents described in paragraphs 12.1 and 12.2 made by any other entity, unless Consultant has given his specific written consent.

**SECTION 13
MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS**

- 13.1 Consultant agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the Project, together with documentation of evaluations and study results for a period of five years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- 13.2 Consultant further agrees that County and its duly authorized representatives will have access to any and all books, documents, papers and records of Consultant that are directly pertinent to the services performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

**SECTION 14
MISCELLANEOUS**

- 14.1 VENUE. This Agreement is governed by and will be construed in accordance with the laws of the United States of America and the State of Texas, and all obligations under this Agreement are performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.
- 14.2 SEVERABILITY. If a court of competent jurisdiction rules any portion or portions of this Agreement invalid, illegal, or unenforceable in any respect, the remainder of it shall remain valid and binding.
- 14.3 EQUAL OPPORTUNITY IN EMPLOYMENT. Consultant agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit 4.
- 14.4 CERTIFICATION OF CONSULTANT. Consultant certifies that neither Consultant nor any members of Consultant's firm has:
 - 14.4.1 Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bona fide employee working solely for Consultant) to solicit or secure the services provided by this Agreement.
 - 14.4.2 Agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person other than in connection with carrying out the services to be performed under this Agreement.

- 14.4.3 Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the services provided under this Agreement.

Consultant agrees that County may furnish this certification to any local, state or federal governmental agencies in connection with this Agreement and with those portions of the Project involving participation of agency grant funds. Consultant agrees that this certification is subject to all applicable state and federal, criminal and civil laws.

- 14.5 NOTICE. Any notice required or permitted to be given under this Agreement by one Party to the other must be in writing. The notice will 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. The notice will be given and deemed to have been given 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 set forth in this section.

The address of County for all purposes under this Agreement, unless such notice is specifically directed otherwise, is:

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

with copies to (registered or certified mail with return receipt is not required):

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

The address of Consultant for all purposes under this Agreement, unless such notice is specifically directed otherwise, is:

CP & Y, Inc.
10415 Morado Circle, Suite 200
Austin, TX 78759

- 14.6 INSURANCE. Consultant agrees during the performance of the services under this Agreement to comply with the insurance requirements specified in Exhibit 5.
- 14.7 FORFEITURE OF AGREEMENT. Consultant shall forfeit all benefits of this Agreement and County will retain all performance by Consultant and recover all consideration, or the value of

all consideration, paid to Consultant pursuant to this Agreement if:

- (i) Consultant was doing business at the time of submitting its Qualifications Statement or had done business during the 365-day period immediately prior to the date on which its Qualifications Statement was due with one or more Key Contracting Persons; or
- (ii) Consultant does business with a Key Contracting Person after the date on which the Qualifications Statement that resulted in this Agreement and prior to full performance of this Agreement.

14.7.1 "Was doing business" and "has done business" mean:

- (a) Paying or receiving in any calendar year any money valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
- (b) Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;

but does not include:

- (c) any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public;
- (d) any financial services product sold to a Key Contracting Person for personal, family, or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Consultant in the ordinary course of its business; or
- (e) a transaction for a financial service or insurance coverage made on behalf of Consultant if Consultant is a national or multinational corporation by an agent, employee or other representative of Consultant who does not know and is not in a position that he or she should have known about this Agreement.

14.7.2 "Key Contracting Person" means any person or business listed in listed in Attachment 1 to Exhibit 6.

14.8 PURCHASE ORDER. Consultant and its contractors, subcontractors and vendors shall provide goods and services using the purchase order method. The designated representative of the Travis County Purchasing Office will assign a purchase order number. Consultant and its contractors, subcontractors and vendors shall reference the Agreement number and the purchase order number on all invoices to the [Travis County Transportation and Natural Resources Department *or* Facilities Management Department]. The terms and conditions contained elsewhere in this Agreement will prevail over different or contrary terms in any

purchase order. All invoices submitted by Consultant and its contractors, subcontractors, and vendors must reference the purchase order number on the invoice. County will not pay invoices that are in excess of the amount authorized by the purchase order.

- 14.9 **PAYMENTS.** County will make payment by check or warrant upon satisfactory delivery and acceptance of items and submission of a correct and complete invoice to the address below for orders placed by the Purchasing Agent, as indicated on Purchase Orders.

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

In order to be considered "correct and complete," an invoice must include at least the following information:

- 14.9.1 name, address, and telephone number of Consultant and similar information in the event payment is to be made to a different address;
- 14.9.2 County Agreement, Purchase Order, or Delivery Order number;
- 14.9.3 identification of items or services as outlined in the Agreement;
- 14.9.4 quantity or quantities, applicable unit prices, total prices, and total amount, and
- 14.9.5 any additional payment information that may be called for by this Agreement.

Consultant shall also submit a statement with each invoice showing the percentage completion of the work to date, as well as any additional written information requested by County to document the progress of the work.

- 14.10 **DISBURSEMENTS TO PERSONS WITH OUTSTANDING DEBTS PROHIBITED.** In accordance with Section 154.045 of the Local Government Code, if notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of Consultant to the State, County or a salary fund, a warrant may not be drawn on a County fund in favor of Consultant, or an agent or assignee of Consultant until:

14.10.1 the County Treasurer notifies Consultant in writing that the debt is outstanding;
and

14.10.2 the debt is paid.

14.10.3 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with County.

14.10.4 County may apply any funds County owes Consultant to the outstanding balance of debt for which notice is made under section 14.10 above, if the notice includes a statement that the amount owed by County to Consultant may be applied to reduce the outstanding debt.

- 14.11 **INTEREST ON OVERDUE PAYMENTS.** Chapter 2251 of the Texas Government Code will govern accrual and payment of interest on overdue payments.

14.12 PROPERTY TAXES. Notwithstanding anything to the contrary in this Agreement, if Consultant is delinquent in the payment of property taxes at the time of providing the services rendered under this Agreement, Consultant assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.

14.13 TAXPAYER IDENTIFICATION. Consultant shall provide County with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any funds are payable under this Agreement.

14.14 SUCCESSORS AND ASSIGNS. This Agreement will be binding on and inure to the benefit of County and Consultant and their respective successors, executors, administrators, and assigns. Neither County nor Consultant may assign, sublet, or transfer its interest in or obligations under this Agreement without the written consent of the other party. IT IS EXPRESSLY ACKNOWLEDGED AND AGREED THAT NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO ASSIGN THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.

14.15 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PROGRAM REPORTING REQUIREMENTS.

14.15.1 HUB Program Requirements.

14.15.1.1 In consideration of award of this Agreement to Consultant, Consultant agrees to maintain a subconsultant relationship with any HUB Subconsultants identified on the HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION Form provided with Consultant's Qualifications Statement and attached to this Agreement as Exhibit 7. Consultant shall make good faith efforts to meet or exceed the HUB participation goals in the Professional Services category for an overall 15.8% for Minority-Owned Business Enterprises (MBE) and an Overall 15.8% for Woman-Owned Business Enterprises (WBE). (*Sub-goals: 1.9% African-American, 9.0% Hispanic-American, 4.9% Native/Asian-American*) of the Agreement Sum. For purposes of this Agreement, all references to "HUB" mean "certified HUB." To be considered as a "certified HUB," the subconsultant must have been certified by, and hold a current and valid certification with, any of the following three agencies: (1) The State of Texas; (2) the City of Austin; or (3) the Texas Unified Certification Program. Minimum good faith efforts include, to the extent practical and consistent with standard and prudent industry practices, the following:

(a) dividing the Work into the smallest feasible portions, to allow for maximum HUB subconsultant participation;

- (b) providing to HUBs that exhibited genuine interest in bidding on a subcontract adequate information regarding the Project (i.e. plans, specifications, scope of work, bonding and insurance requirements and a point of contact within Consultant's organization);
- (c) notifying, in writing, three or more HUBs for each scope of work, allowing no less than five working days prior to bid submission, of the planned work to be subcontracted;
- (d) providing notice of opportunities to minority or women trade organizations or development centers to assist in identifying potential HUBs by disseminating the information to their members/participants.

14.15.1.2 Consultant may go beyond the good faith efforts listed above when soliciting HUB subconsultants.

14.15.2 Subcontractor/Subconsultant Tracking Software System.

14.15.2.1 The Travis County Purchasing Office has implemented an electronic subcontracting/subconsulting reporting system (the "Subcontractor Tracking Software System" or the "System") to assist the Travis County Purchasing Office in monitoring, tracking and reporting payments to Subcontractors/subconsultants. County understands and believes, based on discussions with representatives of the System vendor and review of documentation accompanying the System, that: (i) the System provides a paperless environment in which transactions are electronically stored and routed; "Payment" and "Payment Verification" alerts are provided by e-mail and fax; (ii) the System will facilitate electronic Subcontractor/subconsultant diversity management, which in turn will improve auditing while cutting costs and shortening the audit cycle from months to hours; (iii) the System will eliminate standard forms and streamline the current manual process of tracking payments to all first-tier Subcontractors/subconsultants by performing all such tracking procedures electronically; and (iv) the System will serve as a tool to improve efficiency, accountability, data accuracy, transparency, and overall communication.

14.15.2.2 Consultant shall designate, and shall require all Subcontractors/subconsultants to designate, a liaison responsible for handling all Subcontractor Tracking Software System reporting. On a monthly basis, Consultant shall record and submit electronically payments made to all Subcontractors/subconsultants for work completed through the end of the previous pay period; such electronic recording and submission must be completed no later than the 15th day after such payments are made. Consultant shall contractually require all Subcontractors/subconsultants to verify payments by entering such payment data in the System no later than 10 days following the day on which Consultant enters the Subcontractor/subconsultant payment information as required in this Agreement. Consultant shall attempt to

resolve any payment discrepancies or disputes in good faith. Consultant shall not receive credit towards the HUB, M/WBE and DBE participation goals until reported payments have been verified by entering the payment data into the System as described in this Agreement or by providing to County payment documentation satisfactory to County.

- 14.15.2.3 Consultant shall report payment information pertaining to each Subcontractor/subconsultant that includes, but is not limited to, business name, certification status, work assignment, original subcontract sum, payment number, percentage and dollars paid during the reporting period. A "Comment" field is available for entering additional information and comments and includes the ability to attach documents.
- 14.15.2.4 Failure by Consultant to furnish the information required of it described in this paragraph 14.15.2 may result in cancellation of the contract award and Agreement termination in accordance with the procedures set forth in this Agreement. Additionally, if County determines that Consultant is in default of these mandatory reporting requirements, County may consider such conduct against Consultant in the evaluation of future contracts between Consultant and County.
- 14.15.2.5 Consultant shall register, and shall contractually require all Subcontractors/subconsultants to register, with a username and password. Training on how to use the System will be provided by Travis County Purchasing Office HUB staff.
- 14.15.2.6 County understands and believes that the Subcontractor Tracking Software System will assist County in ensuring compliance with the County's HUB Program, and that the System will allow County staff to closely monitor Consultant and all Subcontractors/subconsultants performing work on the Project. Travis County Purchasing Office HUB staff will conduct periodic post-award compliance reviews to verify that Subcontractors/subconsultants listed by Consultant performed the work and received payment.
- 14.15.2.7 During the term of this Agreement, Consultant is encouraged to inform County of any problems anticipated or encountered, and of any other concerns, regarding the utilization of HUBs, M/WBEs and DBEs.
- 14.15.2.8 Other information tracked by the System includes increases or decreases in Subcontractor/subconsultant work assignments, percentage of HUB goal achieved, and substitutions. When substituting a Subcontractor/subconsultant, Consultant is highly encouraged to utilize HUBs, M/WBEs and DBEs. Consultant shall notify County of any substitutions or changes to Subcontractors/subconsultants in accordance with the procedures described in the System. Such notice shall be sent electronically to the Purchasing Agent or HUB Program Coordinator.

County may request Consultant to provide evidence that it made a good faith effort to substitute another HUB, M/WBE or DBE Subcontractor/subconsultant but was unable to do so. Approval turnaround time will be within 24 – 48 hours. If Consultant has difficulty in locating HUB, M/WBE or DBE Subcontractors/subconsultants, it should contact the Travis County Purchasing Office HUB staff at (512) 854-4561 or (512) 854-4852.

14.15.2.9 County understands and believes that other notifications automatically generated by the Subcontractor Tracking Software System include the following: User Registration/Password, Contract Award Notifications, Audit Reminders, Unresponsive HUB Subcontractors, Discrepancy Notifications, HUB Subcontractor Change Requests, Payment Verifications, Vendor Information Verification Notices, Not Meeting the Goals Notification and Contract Closeout. Some notifications listed may include response deadlines.

14.16 FUNDING OUT. Despite anything to the contrary in this Agreement, if, during budget planning and adoption, the Commissioners Court fails to provide funding for this Agreement for the following fiscal year of Travis County, County may terminate this Agreement after giving Consultant thirty (30) days written notice that this Agreement is terminated due to the failure to fund it.

14.17 NON-WAIVER OF DEFAULT. No payment, act, or omission by County will constitute or be construed as a waiver of any breach or default of Consultant that then exists or that may subsequently exist. All rights of County under this Agreement are specifically reserved and any payment, act or omission will not impair or prejudice any remedy or title to County under it. Any right or remedy in this Agreement will not preclude the exercise of any other right or remedy under this Agreement or under any law, except as expressly provided in this Agreement, nor will any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

14.18 MEDIATION. 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 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.

14.19 OFFICIALS NOT TO BENEFIT. If a member of the Commissioners Court belongs to a cooperative association, County may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.

14.20 CONSULTANT CERTIFICATIONS:

14.20.1 Consultant certifies that Consultant (i) is a duly qualified, capable and otherwise bondable business entity; (ii) is not in receivership and does not contemplate same; (iii) has not filed for bankruptcy, and is not currently delinquent with respect to payment of property taxes within Travis County; and (iv) is duly licensed in the State of Texas to perform the work described in this Agreement.

14.20.2 Consultant further represents and warrants that: (i) all applicable copyrights, patents and licenses that may exist on materials used in this Agreement have been adhered to; and (ii) County will not be liable for any infringement of those rights and any rights granted to County will apply for the duration of this Agreement. Consultant shall indemnify County and its officers, agents and employees from all claims, losses, damages, causes of action and liability of every kind, including expenses of litigation, court costs and attorney fees, for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses of copyrights applicable to materials used in this Agreement.

14.21 CIVIL RIGHTS/ADA COMPLIANCE. Consultant shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] as if Consultant were an entity bound to comply with these laws. Consultant shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.

14.22 GRATUITIES. County may terminate this Agreement if it is found that gratuities of any kind, including entertainment or gifts, were offered or given by Consultant, or any agent or representative of Consultant, to any County official or employee with a view toward securing favorable treatment with respect to this Agreement. If this Agreement is terminated by County pursuant to this provision, County will be entitled, in addition to any other rights and remedies, to recover from Consultant at least three times the cost incurred by Consultant in providing the gratuities.

14.23 MONITORING. County reserves the right to perform periodic on-site monitoring of Consultant's compliance with the terms of this Agreement and of the adequacy and timeliness of Consultant's performance under this Agreement. After each monitoring visit, County will provide Consultant with a written report of the monitor's findings. If the report notes deficiencies in Consultant's performance under the terms of this Agreement, it will include requirements and deadlines for the correction of those deficiencies by Consultant. Consultant shall take action specified in the monitoring report prior to the deadlines specified.

14.24 INCORPORATION OF EXHIBITS AND ATTACHMENTS. All of the exhibits, attachments, and appendices referred to in this Agreement are incorporated by reference as if set forth verbatim in this Agreement.

- 14.25 ENTIRE AGREEMENT. This Agreement represents the entire and integrated agreement between County and Consultant and supersedes all prior negotiations, representations, or agreements, either oral or written.
- 14.26 TEXAS PUBLIC INFORMATION ACT. Notwithstanding any provision in this Agreement to the contrary, disclosure of any information obtained by County or any of its officials, employees, agents or representatives in connection with this Agreement will be subject to the provisions of the Texas Public Information Act and all legal authorities relating to that Act, including but not limited to opinions, decisions and letter rulings issued by the Texas Attorney's General Office.
- 14.27 CERTIFICATION OF ELIGIBILITY. This provision applies if the Total Agreement Sum specified in Exhibit 1 exceeds \$25,000. Consultant certifies that at the time of submission of its proposal to perform the Project services, Consultant was not on the federal government's list of suspended, ineligible, or debarred contractors. If Consultant has been placed on the list between the time of submission of its proposal to perform the Project services and contract award, Consultant shall notify the Purchasing Agent. If Consultant fails to do so, County may terminate this Agreement for default.
- 14.28 AMENDMENT. The Parties may amend this Agreement only by written instrument signed by both Parties. CONSULTANT EXPRESSLY ACKNOWLEDGES 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 THE COMMISSIONERS COURT HAS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY.
- 14.29 ENTITY STATUS. By my signature below, I certify that Consultant is a Texas corporation, duly incorporated under Texas law and doing business in the State of Texas.

As a duly authorized representative of Consultant, I acknowledge by my signature below that I have read and understand the above paragraphs and that Consultant has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.

The parties have duly executed this Agreement effective as of the later date set forth below (the "Effective Date").

CONSULTANT:

By: _____

Printed Name: James J. Roohms

Title: Chief Operating Officer

Authorized Representative

Date: 6/26/2013

phone: (512) 440-7723, has jurisdiction over individuals licensed under the Texas Engineering Practice Act, Chapter 1001 of the Occupations Code.

TRAVIS COUNTY, TEXAS:

DRAFT

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

APPROVED AS TO PROCUREMENT COMPLIANCE:

By: _____
Cyd V. Grimes, C.P.M., CPPO
Travis County Purchasing Agent

AVAILABILITY OF FUNDS CONFIRMED:

By: _____
Nicki Riley
Travis County Auditor

APPROVED AS TO FORM:

By: _____
Assistant County Attorney

EXHIBIT 1
COMPENSATION FOR PROFESSIONAL SERVICES AND SCHEDULE OF PAYMENTS

SECTION 1 – COMPENSATION FOR BASIC SERVICES

1.1 The fixed fee for the performance of the Basic Services will be the sum of (\$179,797.10).

1.1.1 Unless the Parties have amended or modified this Agreement as provided in this Agreement, the payments for the phases described below will be:

Project Management & Coordination	<u>\$5,990.00</u>
Work Product 1 – 30% Design	<u>\$61,490.84</u>
Work Product 2 – 90% Design	<u>\$67,440.74</u>
Work Product 3 – 100% Design	<u>\$13,695.52</u>
Work Product 4 – Construction Phase (Including Bid Support)	<u>\$31,180.00</u>
TOTAL:	<u>\$179,797.10</u>

SECTION 2 - FIXED FEE

2.1 Consultant and County acknowledge the fact that the fixed fee is the total cost of the Basic Services to be rendered under this Agreement. This fixed fee is based upon the labor and non-labor costs, set forth in Exhibit 2 and described above, required in the performance of the various phases of work provided for under this Agreement

SECTION 3 – COMPENSATION FOR ADDITIONAL SERVICES

3.1 "Additional Services" are defined as any services performed by Consultant not specifically described in the Basic Services (Section 2 of this Agreement).

3.2 For the performance of the Additional Services, County will pay Consultant under a written amendment to this Agreement; provided, however, that the performance of any Additional Services must be authorized in advance in writing by the Purchasing Agent upon the recommendation of the County Project Manager.

3.3 The basis of compensation for the services of principals and employees engaged in the performance of the Additional Services will be the hourly rates set forth in Exhibit 2.

- 3.4. County will compensate Consultant for the Additional Services unless the work comprising the Additional Services was made necessary by Consultant's errors or omissions, in which case County will not compensate Consultant.

SECTION 4 – REIMBURSABLE EXPENSES

- 4.1 County will reimburse Consultant for non-labor expenses and a subcontract management fee incurred in the performance of the Basic Services under this Agreement, of which the subcontract management fee is at invoice cost plus an eight percent (8%) fee. Detailed requirements for Reimbursable Expenses are outlined in Section 9, Reimbursable Expenses.

Non-Labor reimbursable expenses: $\$1,694.00 \times 1.00 = \$1,694.00$

Sub-Contract Management Fee: $\$83,909.10 \times 8.00\% = \$6,712.73$

REIMBURSABLES TOTAL NOT TO EXCEED: $\$8,406.73$

SECTION 5 – TOTAL AGREEMENT SUM

- 5.1 The Total Professional Services Agreement Sum, consisting of the Compensation for Basic Services fixed fee of $\$179,797.10$, plus the Not-to-Exceed Reimbursable Expenses Total specified in paragraph 4.1, above, of $\$8,406.73$ will not exceed $\$188,203.83$.

SECTION 6 – SCHEDULE OF PAYMENTS

- 6.1 Payments will be made on a monthly basis for work performed, as described in detail in the Scope of Services, within thirty (30) days of receipt of a correct and complete invoice, as defined in paragraph 14.10, by the Transportation and Natural Resources.

EXHIBIT 2
HOURLY RATES

BASIC SERVICES

Schedule of Rates (Hourly):

<i>Project Manager</i>	\$175.00
<i>Senior Engineer</i>	\$145.00
<i>Project Engineer</i>	\$125.00
<i>EIT</i>	\$96.00
<i>Sr. CADD Tech</i>	\$104.00
<i>Admin/Clerical</i>	\$70.00

ADDITIONAL SERVICES

Schedule of Rates (Hourly):

<i>Project Manager</i>	\$175.00
<i>Senior Engineer</i>	\$145.00
<i>Project Engineer</i>	\$125.00
<i>EIT</i>	\$96.00
<i>Sr. CADD Tech</i>	\$104.00
<i>Admin/Clerical</i>	\$70.00

EXHIBIT 3
PROJECT SCHEDULE

- A. Consultant shall provide a detailed schedule of services, including a list of tasks and accompanying Work Product, to be performed for each phase described in the Scope of Services (the "Project Schedule"). At the beginning of each phase, the County Project Manager and Consultant will update and adjust the details of the Project Schedule and accompanying Work Product as may be required for each phase. The Project Schedule must allow sufficient time for the development of the Work Product in each phase to a level of quality and standard of completeness consistent with normal architectural/engineering practice. The Project Schedule must also allow sufficient time for the COUNTY's Technical Review Process.
- A.1 Consultant shall provide and maintain sufficient Project staffing levels necessary to produce the work in a timely and efficient manner consistent with the Project Schedule.
- A.2 The Project Schedule must be updated in the event that:
1. any County approval or decision is not made within the time frame specified in the Project Schedule;
 2. County makes a written request for a revision in the Work Product that is inconsistent with written approval or instructions previously given by County and due to causes beyond the reasonable control of Consultant;
 3. a force majeure event has occurred; and
 4. Consultant has not performed in accordance with the latest Project Schedule.
- A.3 If Consultant falls behind the Project Schedule by two or more weeks, then Consultant shall present the County Project Manager with a recovery plan that sets forth the remedial actions to be taken by Consultant. At its sole option, the COUNTY may withhold all or part of any payment due to Consultant until the Project Schedule is recovered.
- B. This Agreement will become effective upon the Effective Date and will remain in full force and effect until the Project Completion Date.
- C. Consultant shall complete all design work described in this Agreement, and shall submit its Work Product for all phases as described in the Scope of Services, except for Bid Phase Services, within **140 calendar days** from the date of receipt by Consultant of County's written Notice to Proceed.

Calculation of the **140** days specified in paragraph C, above, does not include any time period during which County maintains control of the Work Product or any other documents to be submitted under this Agreement for purposes that include but are not limited to performing the Technical Review Process described in Section 7 of this Agreement.

ATTACHMENT 1 TO EXHIBIT 3**PERFORMANCE SCHEDULE**

Phase	Precedent	Duration
Work Product #1 – 30% Design	Notice-to-Proceed	45 calendar days
Work Product #2 – 90% Design	County acceptance of WP #1	60 calendar days
Work Product #3 – 100% Design	County acceptance of WP #2	35 calendar days
Work Product #4 – Construction Phase	County acceptance of WP #3	TBD

ATTACHMENT 2 TO EXHIBIT 3

UTILITY RELOCATION SERVICES

- I. Research records of properties within Project limits of construction
 - a) identify all utility companies that serve the properties
 - b) identify easements on the property and obtain descriptions and copies of any dedication instruments and plats
 - c) identify owners of utilities and their contact information
- II. Obtain existing conditions and proposed improvement information from utility companies
 - a) determine type, size, and approximate location of existing utilities
 - 1) interview appropriate utility company representatives
 - 2) obtain as-built drawings, if available
 - b) determine future plans for utility work within the limits of construction
 - 1) interview appropriate utility company representatives
 - 2) if available, obtain preliminary utility engineering plans and schedule for future improvements
 - 3) if no engineering plans are available, obtain description of proposed improvements, including design criteria that will be used, including but not limited to:
 - i) utility assignment
 - ii) depth requirements
 - iii) design requirements for separation from other utilities, structures, or activities
- III. Review Project design information for existing and potential conflicts
 - a) plan sheets showing existing and proposed conditions for roadways, bridges, buildings, utilities, topography, fences, walls, storm sewer systems, etc.
 - b) profile sheets showing existing and proposed conditions
 - c) detail sheets for foundations showing size and depth requirements
 - d) cross sections showing existing ground and proposed improvements, including excavations, embankments, drainage channels, etc.
- IV. Coordinate the relocation, protection, upgrading, or abandonment of utilities
 - a) identify for the County Project Manager any apparent conflicts between existing or proposed utilities and the Project improvements shown in the design documents
 - b) provide copies of design documents to all utility service providers along with a list of conflicts identified
 - i) maintain database of utility companies provided with design information, contact persons and numbers, information transmittals, written and verbal communications, and any other pertinent information showing who was involved in the coordination, the decisions made, and the time taken to complete the process
 - ii) meet with utility company representatives to determine their proposed method for reconciling conflicts and communicate the information to TNR
 - iii) meet with TNR and County Attorney's Office and/or the utility company representatives and other public entities as needed to assist with reconciling conflicts between utilities and the proposed improvements, and record and distribute minutes of such meetings
 - iv) prepare draft of elements to be included in any utility agreements or memoranda of understanding to be developed between TNR and utility service providers, including responsibilities for relocation, upgrading, or protection; specifics related to costs,

scheduling, sizes and types, vertical and horizontal locations; and any special construction and/or protection requirements

- v) provide documentation of correspondence and coordination efforts to TNR upon completion of assignment

V. Additional Services

- a) field check locations of above-ground utilities and visible components of below-ground utilities and mark locations relative to existing topographic features on mapping to be provided by TNR
- c) provide, or contract with companies that can provide, underground utility locating services
- d) hand excavate to verify location of utilities
- e) represent TNR at Austin Area Utility Coordinating Committee meetings
- f) attend pre-construction and construction meetings
- g) provide documentation and testimony as needed to help resolve claims related to utility work or property condemnation cases

ATTACHMENT 3 TO EXHIBIT 3

CONSTRUCTION ADMINISTRATION SERVICES

(a) Coordination and Pre-Construction Meeting Services

(i) Technical Submittals and Samples

Prepare a list of all technical submittals required by the Contractor. Distribute this list at the pre-construction meeting.

(ii) Permits

Prepare a list of all permits to be obtained by the Contractor. Distribute this list at the pre-construction meeting.

(iii) Material Testing and Inspections

Prepare recommendations for the Project construction and materials testing protocols.

(iv) Pre-construction Submittals

Provide review comments on Contractor's pre-construction submittals. Pre-construction submittals include the Contractor's construction schedule, division of contract, subcontractor list, materials supplier list, or any special submittals requested of the Contractor prior to the pre-construction meeting.

(b) Administrative Tasks

(i) Prepare draft agenda for pre-construction meeting.

(ii) Determine the Project communication, reporting, submittal approval/rejection protocol, and documentation requirements.

(iii) Conduct weekly job site meetings. Determine the format for scheduling, conducting, and recording construction meeting minutes.

(iv) Review and become knowledgeable about any required County construction administration processes.

(v) Record meeting minutes.

(vi) Maintain Project construction records consisting of all correspondence related to the construction of the Project, including but not limited to:

(A) all approved technical submittals and a technical submittal checklist;

- (B) all approved field orders and change orders;
- (C) contract specifications and drawings;
- (D) daily log;
- (E) job meeting minutes;
- (F) clarifications drawings;
- (G) daily progress reports; and
- (H) processed pay requests.

(vii) The daily log, as a minimum, must contain information regarding weather conditions, ambient temperatures, Contractor manpower levels, subcontractor manpower levels, daily hours of inspection, travel time, conversations, work items being performed, material delivery information, and other observations.

(viii) Daily logs must be completed and include a statement as to whether or not the Contractor is behind schedule or delaying the progress of the work and, if so, the steps the Contractor should take to get back on schedule. Copies of daily logs shall be made available to the County upon request.

(ix) Maintain complete files of all Project-related documents at the Project site.

(x) Upon the completion of each calendar month, furnish the County with a typed statement summarizing the status of the work. In the event the work is behind schedule, the statement shall also delineate what efforts the Contractor must take to get back on schedule. A copy of this statement shall also be delivered to the Contractor.

(xi) After the Project has been completed, submit the Project files, along with the original daily logs, to the County.

(c) Construction Phase Services

(i) Submittals

Process submittals, including receipt, review of, and appropriate action on shop drawings, samples and other submittals. Provide recommendations for County approvals of "or equal" substitutions along with any recommended cost adjustments.

(ii) Contract Modifications

For modifications required by the County to resolve design errors or omissions, the County Project Manager will coordinate with Consultant to provide the following

services:

(A) provide recommendations to the County concerning potential changes and modifications to the Project that are encountered during construction.

(B) identify and investigate feasible alternatives, to the extent practical, and prepare necessary plans, details, etc. required to obtain firm cost and schedule impact statements from the Contractor.

(C) evaluate the Contractor's impact statements and, in conjunction with the County, negotiate costs for any contemplated changes with the Contractor.

(iii) Contractor Pay Requests

Upon receipt of a pay request from the Contractor, jointly review each line item with the Contractor and advise the Contractor's representative of any discrepancies or conflicts in the pay requests. Verify the accuracy of quantities of installed, delivered, and stored materials. Advise the County of any issues that may warrant withholding, reducing, or delaying payment to the Contractor and provide supporting documentation.

(iv) Interpretation of the Contract Documents

Upon request, provide interpretation or clarification of the construction documents to the County or the Contractor. Determine an acceptable method for communicating interpretations and clarifications directly to the Contractor beforehand.

(v) Observation

Site visits are to be performed to the extent necessary to:

(A) observe, document, and report to the County and the Contractor whether the Project is being constructed in accordance with the contract documents.

(B) observe, document, and report to the County and the Contractor whether the proper measure of unit price bid quantities is being implemented and confirm percentage completion of lump sum items.

(C) observe, document, and report to the County the progress of the Contractor and resources committed to the Project by the Contractor.

(vi) Materials Testing and Inspections

(i) Establish and administer a materials sampling and testing program to provide quality control and compliance with the construction plans and specifications. Utilizing the list of required testing developed from the construction documents, develop a testing program for the Project. The testing program must designate

what services are to be provided by Consultant and what services are to be provided by the Contractor. Services must include, but not be limited to, soils compaction testing, concrete cylinder compression strength testing, gradation analysis, miscellaneous shop inspection, and other testing required by the construction contract documents, or as specifically requested by County. A copy of the proposed testing program shall be prepared for review by County prior to beginning work.

(ii) Review all laboratory and field-testing results to determine whether results are in compliance with the construction contract documents and provide recommendations for correction of substandard materials and workmanship revealed during testing.

(vii) Claims

Assist County with claim reviews and negotiations upon request. Assist County with the preparation of related correspondence and documentation.

(viii) Contract Enforcement

Examine Contractor workmanship, materials, progress, and overall compliance with requirements of the contract documents and immediately report any observed deficiencies to the Contractor and County. Communicate to the Contractor and County steps that may be necessary to effect corrective action. Document deficiencies and actions taken by Contractor to correct them. Assist County with evaluating impacts of potential contract termination upon Project costs and the Project Schedule.

(ix) Contract Termination

Assist County with completion of an assessment of the status of the Contractor's contract, the development of an agreement with the Contractor's surety to complete the work, and preparing and holding a pre-construction meeting with the replacement contractor.

(x) Project Acceptance and Close-out

(A) Perform substantial completion and final inspections with County and the Contractor and compile and distribute related punchlist items requiring correction.

(B) Compile and review for completeness all Operation and Maintenance Manuals to be submitted by the Contractor and inform Contractor of any deficiencies.

(C) Review and comment on final pay request and supporting close-out documents, and provide recommendation for approval or rejection to County.

(D) Upon Project completion, obtain the original drawings, incorporate all as-built

conditions on the original drawings and provide copies to County at Project close-out.

(D) Post Construction Services

(i) Meet with County upon request during the warranty period to investigate problems with materials, equipment, and/or workmanship that may arise. Determine whether or not such problems are warranty issues or design issues and recommend solutions.

(ii) Coordinate and attend with County a final warranty inspection no less than sixty days prior to expiration of Contractor warranty period. Develop list of deficiencies, if any, and determine if deficiencies are caused by inferior workmanship, equipment, and/or materials or by other reasons. Provide recommendations for resolving each deficiency. Complete a follow-up inspection with County to determine whether deficiencies have been corrected by the Contractor prior to expiration of the warranty period.

EXHIBIT 4
EQUAL OPPORTUNITY IN EMPLOYMENT

- A. Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action must include, but not be limited to, the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- B. Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. Consultant shall send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of Consultant's obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. Consultant shall comply with the regulations of the United States Department of Transportation (49 CFR 21 and 23 CFR §710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor, including 41 CFR Part 60.
- E. Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto; and shall permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of Consultant's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Consultant may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. Consultant shall include the provisions of paragraphs (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended, so that such provisions shall be binding upon each subcontractor or vendor. Consultant shall take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance;

provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by County or federal agency, Consultant may request County and United States to enter into such litigation to protect the interests of the United States.

EXHIBIT 5

INSURANCE REQUIREMENTS

During the life of this Agreement, Consultant agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate, including coverage on the same for independent subcontractor(s). TRAVIS COUNTY MUST BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate. Consultant shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$1,000,000.

Consultant shall not commence any field work under this Agreement until Consultant has obtained all required insurance and such insurance has been approved by County. CONSULTANT shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained. Approval of the insurance by COUNTY shall not relieve or decrease the liability of Consultant under this Agreement.

The required insurance must be written by a company approved to do business in the State of Texas at the time the policy is issued. Consultant shall furnish County with a certification of coverage issued by the insurer. The insurance company will be subject to County's approval. Consultant must not cause any insurance to be canceled or permit any insurance to lapse. ALL INSURANCE CERTIFICATES MUST INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY WILL 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.

EXHIBIT 6

STATE OF TEXAS }
COUNTY OF TRAVIS }

ETHICS AFFIDAVIT

Date: 6/26/2013
Name of Affiant: James J. Roothms
Title of Affiant: Chief Operating Officer
Business Name of CONSULTANT: CP&Y, Inc.
County of CONSULTANT: Travis

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by CONSULTANT to make this affidavit for CONSULTANT.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. CONSULTANT has received the list of Key Contracting Persons associated with this Agreement, which is attached to this affidavit as Attachment 1.
5. Affiant has personally read Attachment 1 to this Affidavit.
6. Affiant has no knowledge of any Key Contracting Person on Attachment 1 with whom CONSULTANT is doing business or has done business during the 365-day period immediately before the date of this affidavit.

Signature of Affiant

10415 Morado Circle, Bldg. I, Ste 200, Austin, Texas 78759
Address

SUBSCRIBED AND SWORN TO before me by James J. Roothms on 6/26, 2013.

Julie Schoch
Notary Public, State of Texas

Julie Schoch

Typed or printed name of notary
My commission expires: 7/2/2015



EXHIBIT 6, ATTACHMENT 1
LIST OF KEY CONTRACTING PERSONS
June 26, 2013

CURRENT

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

CURRENT - continued

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
Purchasing Agent	Cyd Grimes, C.P.M., CPPO	
Assistant Purchasing Agent	Marvin Brice, CPPB	
Assistant Purchasing Agent	Bonnie Floyd, CPPO, CPPB, CTPM	
Purchasing Agent Assistant IV... ..	C.W. Bruner, CTP	
Purchasing Agent Assistant IV... ..	Lee Perry	
Purchasing Agent Assistant IV... ..	Jason Walker	
Purchasing Agent Assistant IV... ..	Richard Villareal	
Purchasing Agent Assistant IV... ..	Patrick Strittmatter*	
Purchasing Agent Assistant IV... ..	Lori Clyde, CPPO, CPPB	
Purchasing Agent Assistant IV... ..	Scott Wilson, CPPB	
Purchasing Agent Assistant IV... ..	Jorge Talavera, CPPO, CPPB	
Purchasing Agent Assistant IV... ..	Loren Breland, CPPB	
Purchasing Agent Assistant IV... ..	John E. Pena, CTPM	
Purchasing Agent Assistant IV... ..	Rosalinda Garcia	
Purchasing Agent Assistant IV... ..	Angel Gomez*	
Purchasing Agent Assistant III	Shannon Pleasant, CTPM	
Purchasing Agent Assistant III	Michael Long, CPPB	
Purchasing Agent Assistant III	David Walch	
Purchasing Agent Assistant III	Nancy Barchus, CPPB	
Purchasing Agent Assistant III	Jesse Herrera, CTP, CTPM, CTCM	
Purchasing Agent Assistant III	Sydney Ceder*	
Purchasing Agent Assistant III	Rachel Carona*	
Purchasing Agent Assistant II	Vacant	
Purchasing Agent Assistant II	L. Wade Laursen*	
Purchasing Agent Assistant II	Sam Francis*	
HUB Coordinator	Sylvia Lopez	
HUB Specialist	Betty Chapa	
HUB Specialist	Jerome Guerrero	
Purchasing Business Analyst.....	Scott Worthington	
Purchasing Business Analyst.....	Jennifer Francis	
TNR	Chiddi N'jie, P.E.	

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Chief Information Officer	Joe Harlow	07/31/13
County Auditor..	Susan Spataro, CPA.....	08/31/13
Purchasing Agent Assistant IV... ..	George R. Monnat, C.P.M., A.P.P.	09/26/13
Executive Assistant.....	Cheryl Aker	10/05/13
Purchasing Agent Assistant II	Jayne Rybak, CTP.....	12/14/13
Commissioner, Precinct 3	Karen Huber.....	01/01/14
Executive Assistant.....	Garry Brown.....	01/01/14
Executive Assistant.....	Julie Wheeler	01/01/14
Executive Assistant.....	Jacob Cottingham.....	01/01/14
Commissioner, Precinct 2	Sarah Eckhardt	05/31/14

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

**EXHIBIT 7
HUB DECLARATION AND LIST OF CERTIFIED HUB SUBCONTRACTORS**

The HUB Program policies and Minority and Woman-Owned Business *subcontracting goals* shall be applicable to the eligible procurement dollars spent in the areas of Construction, Commodities, Services, and Professional Services.

<input type="checkbox"/> COMMODITIES	Overall MBE Goal: 3.5%	Sub-goals: 0.3% African-American 2.5% Hispanic 0.7% Asian/Native-American	Overall WBE Goal: 6.2%
<input type="checkbox"/> CONSTRUCTION	Overall MBE Goal: 13.7%	Sub-goals: 1.7% African-American 9.7% Hispanic 2.3% Asian/Native-American	Overall WBE Goal: 13.8%
<input type="checkbox"/> SERVICES	Overall MBE Goal: 14.1%	Sub-goals: 2.5% African-American 9.9% Hispanic 1.7% Asian/Native-American	Overall WBE Goal: 15.0%
<input checked="" type="checkbox"/> PROFESSIONAL SERVICES	Overall MBE Goal: 15.8%	Sub-goals: 1.9% African-American 9.0% Hispanic 4.9% Asian/Native-American	Overall WBE Goal: 15.8%

SECTION 1 BIDDER AND SOLICITATION INFORMATION

Bidder Company Name:		State of Texas VID#:	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Project Name:	Total Bid Amount:	Solicitation #:	
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:		
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)

Definitions:
HUB – Historically Underutilized Business • M/WBE – Minority/Women-Owned Business Enterprise • DBE – Disadvantage Business Enterprise

The policy of the Travis County Purchasing Office is to ensure a "Good Faith Effort" (GFE) is made to assist certified HUB vendors and contractors in receiving contracts in accordance with the HUB Program policies and the Minority and Woman-owned Business (M/WBE) goals adopted by the Travis County Commissioners Court. Travis County encourages all Bidders to register as a County vendor through the County's online vendor registration.

**Prime Contractors who are awarded contracts with the County are required to make a "Good Faith Effort" to subcontract with HUBs. This includes professional services associated with the projects.*

SECTION 2 SUBCONTRACTING INTENTIONS

Percentage to be subcontracted to Certified HUBs:

Total MBE Dollars:	Total MBE Percentage:	Total WBE Dollars:	Total WBE Percentage:
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Check the box that applies to the Bidder:

We are able to fulfill all subcontracting opportunities with our own resources. If circumstances necessitate the use of any subs, I agree to seek the timely authorization by the County and adhere to the submission of any required documentation. (Complete Sections 5, 6 and 8)

We plan to subcontract some or most of the opportunities of this project and meet or exceed the set goals. (Complete Sections 3, 4, 6 and 8)

We plan to utilize subcontractors on this project, but will not meet the set goals. (Complete Sections 3, 4, 5, 6 and 8)

SECTION 3 DISCLOSURE OF CERTIFIED HUB SUBCONTRACTORS				(Duplicate as necessary)
Travis County exercises the right to verify subcontractors listed on this project. It is the County's practice to consider ethnicity before gender when distinguishing HUB certifications and calculating goal achievement.				
<i>Note: To be considered "certified" with the State of Texas, City of Austin or the Texas Unified Certification Program, please attach a current and valid certificate. Sub-goals are included to assist you in diversifying your subcontractors.</i>				
Sub Company Name:			State of Texas VID#:	
Address:	City:	State:	Zip Code:	
Contact:	Phone No.:	Fax No.:	E-mail:	
Subcontract Amount:	Percentage:	Description of Work:		
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:			
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)	
Sub Company Name:			State of Texas VID#:	
Address:	City:	State:	Zip Code:	
Contact:	Phone No.:	Fax No.:	E-mail:	
Subcontract Amount:	Percentage:	Description of Work:		
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:			
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)	
Sub Company Name:			State of Texas VID#:	
Address:	City:	State:	Zip Code:	
Contact:	Phone No.:	Fax No.:	E-mail:	
Subcontract Amount:	Percentage:	Description of Work:		
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:			
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)	
Sub Company Name:			State of Texas VID#:	
Address:	City:	State:	Zip Code:	
Contact:	Phone No.:	Fax No.:	E-mail:	
Subcontract Amount:	Percentage:	Description of Work:		
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:			
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)	

SECTION 4 DISCLOSURE OF NON-HUB SUBCONTRACTORS				(Duplicate as necessary)
Travis County exercises the right to verify subcontractors listed on this project.				
Sub Company Name:		State of Texas VID#:		
Address:	City:	State:	Zip Code:	
Contact:	Phone No.:	Fax No.:	E-mail:	
Subcontract Amount:	Percentage:	Description of Work:		
Sub Company Name:		State of Texas VID#:		
Address:	City:	State:	Zip Code:	
Contact:	Phone No.:	Fax No.:	E-mail:	
Subcontract Amount:	Percentage:	Description of Work:		
Sub Company Name:		State of Texas VID#:		
Address:	City:	State:	Zip Code:	
Contact:	Phone No.:	Fax No.:	E-mail:	
Subcontract Amount:	Percentage:	Description of Work:		
Sub Company Name:		State of Texas VID#:		
Address:	City:	State:	Zip Code:	
Contact:	Phone No.:	Fax No.:	E-mail:	
Subcontract Amount:	Percentage:	Description of Work:		
Sub Company Name:		State of Texas VID#:		
Address:	City:	State:	Zip Code:	
Contact:	Phone No.:	Fax No.:	E-mail:	
Subcontract Amount:	Percentage:	Description of Work:		

SECTION 5 NON-COMPLIANT FOR MEETING SET HUB GOALS CHECKLIST	
If you were unable to meet the set goals for this project, select the box by the response(s) that best fits your situation.	
<input type="checkbox"/> All subs to be utilized are "Non-HUBs."	<input type="checkbox"/> HUBs solicited did not respond.
<input type="checkbox"/> HUBs solicited were not competitive.	<input type="checkbox"/> HUBs were unavailable for the following trade(s):

SECTION 6 DETERMINATION OF "GOOD FAITH EFFORT" (GFE) CHECKLIST	
The following checklist shall be completed by the Bidder and returned with the response. This list contains the minimum efforts that should be put forth by the Bidder when attempting to achieve or exceed the HUB goals. The Bidder may go beyond the efforts listed below. If additional information is needed, the Bidder will be contacted by the HUB Program Staff. Select the box that describes your efforts.	
<input type="checkbox"/>	Divide the contract work into the smallest feasible portions to allow for maximum HUB Subcontractor participation, consistent with standard and prudent industry practices.
<input type="checkbox"/>	Notify HUBs of work that the prime contractor plans to subcontract, allowing sufficient time for effective participation? The HUB Program encourages that three or more HUBs be notified per scope of work and given no less than five working days to respond. (The notification should contain adequate information about the project i.e. plans, specifications, and scope of work; Bonding and insurance requirements of the HUB subcontractor; and a point of contact within the Bidders organization.)
<input type="checkbox"/>	If a bid was requested from a HUB and then rejected, was a written rejection notice detailing the reasons why they were not selected issued? If yes, provide a copy of the rejection letter.
<input type="checkbox"/>	Provide notices of opportunities to minority or women trade organizations or development centers to assist in identifying potential HUBs by disseminating the information to their members/participants? If yes, attach correspondence.
<input type="checkbox"/>	Bidder has (0) zero HUB participation. Provide an explanation

SECTION 7 RESOURCES			
TRADE ASSOCIATIONS	PHONE (512)	FAX	E-mail/website
Asian Construction Trade	926-5400	926-5410	www.acta-austin.com
Austin Black Contractors	467-6894	467-9808	www.abcatx.com
Austin Metropolitan United Black Contractors	784-1891	255-1451	unism@sbcglobal.net
Natl. Assoc. of Women in Construction	476-5534	476-8337	
US Hispanic Cont. Assoc. de Austin	922-0507	374-1421	www.ushca-austin.com
CERTIFYING AGENCIES TRAVIS COUNTY RECOGNIZES	CERTIFYING AGENCIES VENDOR DATABASE WEBSITES		
State of Texas Centralized Master Bidders List	www.cpa.state.tx.us/business.html		CMBL includes certified HUBs.
City of Austin Minority Vendor Database	www.austintexas.gov/department/small-and-minority-business		Certified Vendors Directory
Texas Unified Certification Program	www.dot.state.tx.us/business		TUCP DBE Directory

SECTION 8 AFFIRMATION	
<p>As evidenced by my signature below, I certify that all the information provided is correct to the best of my knowledge. I am an authorized representative of the Bidder listed in SECTION 1, and that the information and supporting documentation submitted with HUB Forms are correct and true to the best of my knowledge.</p> <p>Bidder understands and agrees that, if awarded any portion of the solicitation:</p> <ul style="list-style-type: none"> ▪ The Bidder must either utilize Travis County HUB Programs Vendor Tracking System (VTS) to report payments to sub-contractors on a monthly basis or submit monthly Payment Reports as requested by the HUB Program Coordinator. ▪ The Bidder must seek pre-approval from the HUB Program Coordinator prior to making any modifications to their HUB Subcontracting Plan. The Bidder must complete a HUB Subcontractor/Subconsultant Change Form obtained from the HUB Program Staff. Return form via fax to 512-854-9185 or email hubstaff@co.travis.tx.us. ▪ Travis County HUB Program Staff will perform a Good Faith Effort (GFE) Review, documenting the efforts put forth by the Bidder. 	
Name and Title:	Date:
E-mail Address:	Signature:
Provide contact information for the individual in your office who will handle invoicing for this project:	
Name and Title:	E-mail Address:
Phone No.:	Fax No.:
Please be reminded that Travis County is not party to your agreement executed with the subcontractors and subconsultants.	

APPENDIX A

SCOPE OF SERVICES

Wells Branch Parkway Extension, Section 1
Immanuel Road to 0.6 Miles East of Immanuel Road
Travis County, Texas, Precinct 2

SERVICES TO BE PERFORMED BY THE CONSULTANT

Wells Branch Parkway is built or planned to be built as a 6-lane arterial from Loop 1 to east of SH 130. The segment between Loop 1 and FM 1825 has already been completed as a 6-lane arterial. Between FM 1825 and Immanuel Road near Pflugerville, Wells Branch Parkway is a 4-lane arterial. East of Immanuel Road, a half-mile 2-lane section of the roadway has been constructed.

The scope of this Wells Branch Parkway Extension project is for complete PS&E for the expansion of the 2-lane section east of Immanuel Rd to a 4-lane section (Wells Branch Pkwy Section 1). The alignment will follow a previously dedicated 140' right-of-way corridor.

The anticipated engineering services will be for the design of the ultimate 6-lane arterial. However, the construction will be phased and only the initial 4-lane road construction will be built with this project. The layout of the initial 4-lane road will be as described below. This project is located in Travis County Precinct 2.

1 GENERAL SCOPE OF SERVICES

Provide professional services to complete final PS&E documents for the MAD 6 Wells Branch Parkway Extension from its current terminus at Immanuel Rd to west intersection of Killingsworth Ln (approximately 0.6 miles east of Immanuel Rd). This project will also include developing a phased construction plan for the initial 4-lane road.

An engineering design was previously completed by another firm for the Wells Branch Parkway section from Immanuel Road to 0.6 miles east of Immanuel Road (Wells Branch Pkwy Section 1); however, this design was based on an earlier typical section that was narrower than the currently desired section. Therefore, redesign for Wells Branch Pkwy Section 1 is included in this scope of services, which modifies the original scope.

These services generally will include, but are not limited to, the following: roadway and sidewalk design, storm water drainage system analysis and design, and water quality pond design; preparing construction documents; completing land surveys and intersection plans; developing roadway signage and pavement marking plans, developing traffic control plans, and coordinating utility relocations; monitoring project cost and applying cost recovery methodologies such as value engineering; preparing and executing project management, risk reduction and QA/QC plans; and preparing a phased construction plan for the initial 4-lane road construction. The project must meet all applicable local, state, and federal regulatory requirements. No federal funds will be used for this project.

In addition, the CONSULTANT will perform the following services:

- A. Develop all plans and specifications to standards stipulated by Travis County (may include Travis County, City of Austin and TxDOT criteria, specifications, standards, special specifications and special provisions, and AASHTO design criteria).
- B. Develop and submit a construction cost estimate at each phase of the design for the initial 4-lane road and the remaining ultimate MAD 6.
- C. Use generally recognized engineering methodology and standards of care and ensure designs are compliant with ADA accessibility requirements.
- D. Establish and provide a detailed project design task completion report. Monitor and provide task completion report to the County.

E. Coordinate utility relocation efforts as described in the detailed Work Phase descriptions below.

F. Prepare appropriate displays and attend meetings with Travis County staff, regulatory agencies, and public groups, both as a technical advisor and as a project presenter.

Design services related to the design and plan production for this project will be performed in accordance with the latest available AASHTO design criteria and City of Austin guidelines. TxDOT guidelines and design standards will also be used where appropriate. The drainage systems and water quality ponds will be designed per City of Austin criteria. The development of the project will typically be consistent with TxDOT design procedures and practices. This project will be developed utilizing Microstation V8i and Geopak V8i.

2 SPECIFIC PROJECT INFORMATION, LOCATION AND LIMITS

This project consists of the extension of Wells Branch Parkway from Immanuel Road to 0.6 miles east of Immanuel Road (Wells Branch Pkwy Section 1) for a length of approximately 0.6 miles. Typical roadway cross section for Wells Branch Pkwy Section 1 for the ultimate MAD 6 includes three 12' wide travel lanes for each direction, grassed median that transitions from a width of 15' to 23' measured from face-of-curb to face-of-curb, 5' wide bike lane abutting the concrete gutter along each outside lane of the road, 2' wide concrete curb and gutter along outside edge of the bike lane, and 6' wide sidewalk on the both sides of the road directly behind the outside backs of curb. The centerline will transition from an offset approximately 8' from the center of ROW to the approximate center of ROW.

No additional ROW or easements will be acquired for Section 1. The ultimate section will be designed to fit within the existing 140' ROW section. Since the north side curb has already been constructed per an earlier, narrower typical section, the centerline must shift south to accommodate a 6-lane divided section. To fit the 6-lane divided section into the existing 140' ROW width, the raised median will be narrowed by 8' to 14' back-to-back of curb. Also, the design will include an alignment transition to account for the 8' lateral shift between Section 1 and Section 2 immediately to the east. Bike lanes will continue to the Immanuel Rd intersection. The existing eastbound approach to Immanuel Rd should be striped to include two through lanes and a left-turn and a right-turn lane.

The initial construction phase for Wells Branch Pkwy Section 1 will retain the existing north side 39'-41' pavement width and curb location; therefore, no construction should be necessary for the westbound lanes. Construct a 31' wide pavement section for the eastbound lanes: 2' inside shoulder, two 12' lanes, and 5' bike lane.

No median breaks are anticipated in Section 1. Design speed is 50 MPH. Pavement structure shall be designed for a 20-year design life based on geotechnical analysis and pavement engineering. Proposed right-of-way width should be no less than 140' plus slope, drainage, detention pond, water quality pond easements and temporary access/construction easements as reasonably required by the construction of the roadway and associated improvements. Storm drain pipes for the initial 4-lane road shall be constructed to meet the ultimate MAD 6 requirements.

Naming convention for the phased construction of the ultimate 6-lane facility:

- Phase 1 – Original interim section (one lane in each direction); this section will become the two north/westbound lanes in Phase 2.
- Phase 2 – Revised interim section (two outermost lanes in each direction); construction and quantities for payment include the two south/eastbound lanes.
- Phase 3 – Final ultimate section (three lanes in each direction); construction includes the innermost lane in each direction.

Original CAD files for Wells Branch Pkwy Section 1 will be sent by Travis County to the CONSULTANT as a reference for the new design. Travis County survey group will provide the existing ROW limits for Section 1 in CAD format and verify the surface adjustment factor used in that file. The CONSULTANT will include survey services to pick up the curb, edge of pavement, ditch, and ROW lines for Section 1.

Bid schedules will reflect the base bid and add alternate as follows:

- Base bid – Section 2 north side (Phase 1)
- Add alternate – Sections 1 and 2 south side (Phase 2)

Under separate contract, the County's private partner will be reviewing the plans and specifications for specific project items, including reasonable roadway design, median breaks, and driveway cuts as well as the proposed size and location of any slope, drainage, detention pond, water quality pond and temporary access/construction easements.

The CONSULTANT will be expected to provide four specific "Work Phases" (and associated support services), each requiring a separate "Notice to Proceed" under the same contract. Upon completion of the first Work Phase, the County may or may not elect to proceed with subsequent Work Phases; the decision to proceed will be at the County's sole discretion. Authorization to proceed to the next work phase must be in writing in the form of a "Notice to Proceed".

The required Work Phases include: Work Phase 1, 30% complete design documents; Work Phase 2, 90% complete design documents; Work Phase 3, the 100% bid-ready set of construction documents; and Work Phase 4, bid and construction phase services. Each Work Phase shall be submitted for review and a written "Notice to Proceed" must be issued by the County Purchasing Agent before CONSULTANT proceeds to the next Work Phase.

The review process shall consist of submitting an electronic set (PDF format) of the plans (11"x17") specifications and estimates of probable construction costs to TNR when the design is 30%, 90% and 100% completed. Each submittal shall include a cover letter from the CONSULTANT stating which individuals from its design team performed a Quality Assurance/Quality Control Check. Allow three weeks for TNR to review and provide written comments and/or approval for each submittal. Submit two final check sets and allow three weeks for TNR to review and provide written comments and/or approval.

2.1 WORK PHASES

2.1.1 WORK PHASE 1 - 30% PLAN SUBMITTAL

The 30% submittal will consist of the preliminary engineering and 30% complete design documents required to fully address the project scope.

Total projected time for completion of Work Phase 1 will be no more than 45 calendar days. A detailed list of tasks follows.

[Note: Certain professional services described below will be performed directly by Consultant. Others will be performed by Consultant's subconsultants, selected by Consultant using its best professional judgment.]

2.1.1.1 DATA COLLECTION

- A. Coordinate with the Travis County and other stakeholders to obtain pertinent project information. Meet periodically with project stakeholders to gather information and provide updated project information.
- B. Perform field investigations of the project. These investigations will include site visits to the project site and adjacent area to gather pertinent information relating to the corridor. Field investigations will also be performed to review individual property locations and the impacts of the alignment to that property.

2.1.1.2 SURVEYING SERVICES

A. DESIGN SERVICES

- a. Generating, recovering, and verifying existing horizontal and vertical project primary control at the site, if any, and reconciling the control to known existing intersecting projects.
- b. Establishing or densifying additional secondary control as needed for the project to collect data along the length of the project. At surveyor's discretion, 5/8" iron rods with distinguishing caps, cotton spindles (paved areas) or other durable entities for the project control will be used, as applicable.
- c. Performing differential leveling through all of the project control (primary and secondary) to establish or extend vertical control for the project.
- d. Performing a topographic/design survey within the project limits between the existing ROW lines. The project limits will be along Wells Branch Pkwy from the Immanuel Rd intersection to the Killingsworth Ln intersection (tie to beginning of previously completed survey to the east). The survey will include, but not be limited to: all four approaches to the Immanuel Rd intersection (200' west on Wells Branch Pkwy and 100' in each direction on Immanuel Rd) as well as roadway tie-in locations at the project termini, fences, driveways, mailboxes, traffic and other signs, striping, and visible above ground utilities.

- e. Processing the collected information into a Geopak DTM file.
- f. Locating right-of-way monumentation and other evidence to VERIFY the existing right-of-way lines for Wells Branch Parkway and intersecting roads within the limits of survey from provided information (not to be construed as boundary surveying at this time nor to be considered taxable for the purposes intended at this time).

B. DELIVERABLES

Providing:

- a. 2D MicroStation V8 planimetric file.
- b. 3D MicroStation V8 DTM file including break-lines and 1 foot contours.
- c. Geopak DTM (tin) file.
- d. ASCII point file.
- e. Two CD-ROM containing the specified files.
- f. PDF file of surveyor's project field book.

C. ASSUMPTIONS

Notifying the client prior to performing the work if:

- a. Sufficient right-of-way monumentation cannot be found to re-establish the existing alignments and associated right-of-way lines along the project corridor.
- b. Traffic Control cannot be managed by the surveyor's personnel.
- c. The work is delayed due to weather or other circumstances beyond the surveyor's direct control.
- d. Existing Project Control cannot be recovered or verified.
- e. Access is denied to properties for any reason.

2.1.1.3 30% DESIGN PLANS

A. RIGHT-OF-WAY DATA AND UTILITY ADJUSTMENTS

- a. It is not anticipated that additional ROW or easements will be acquired as a part of this contract.
- b. The CONSULTANT will use the available utility data throughout the design process and make a good faith effort to accommodate existing utility locations. Utility conflicts will be identified during the design process to allow for relocation. The CONSULTANT will coordinate with utility providers on necessary relocations. The CONSULTANT shall include the existing utility information in the plans.

B. MISCELLANEOUS PLANS

- a. Modify the project title sheet to incorporate Section 1.
- b. Modify the index of sheets to incorporate Section 1.
- c. Add project layout sheets at a scale of 1"=100' to incorporate Section 1 into the project limits.
- d. Prepare an opinion of probable construction cost and supply to the County in Microsoft Excel format.

C. ROADWAY PLANS

- a. Add an existing typical section sheet depicting the existing conditions of Section 1.
- b. Add proposed typical section sheets depicting the improvements for Section 1.
- c. Modify the horizontal alignment data sheet depicting the horizontal geometric information for the project roadways to incorporate Section 1 and the transition to Section 2.

- d. Add roadway plan and profile sheets for Wells Branch Parkway depicting the proposed interim and ultimate construction for Section 1. The plan and profile sheets will be prepared at a scale of 1"=50' H and 1"=5' V.
- e. Develop design cross sections at 50-foot stations and other locations as necessary for the determination of cut and fill quantities for Wells Branch Parkway Section 1.

D. GRADING AND DETAILS

- a. Prepare driveway details for each driveway in Section 1.
- b. Develop driveway profiles as required for the project. Show driveway tie-back slopes, as well as limits for the contractor's information.

E. DRAINAGE PLANS

- a. Incorporate Section 1 interior drainage area maps into master plan set. Interior drainage area maps will be finalized at a scale of 1"=200'. These maps will depict drainage area boundaries and flow direction arrows. Each area will be identified with a unique number to be used to find run-off information from the calculation sheets.
- b. Calculate run-off to each additional inlet for Section 1 and inlet hydraulic information in accordance with City of Austin criteria and show on the run-off and inlet computation sheets.
- c. Complete drainage plan and profile sheets for Section 1 depicting locations of inlets and manholes. These sheets will be prepared at a scale of 1"=50'.
- d. Existing Detention Pond near Immanuel Rd and E. Wells Branch Parkway Intersection: Based on the T&T construction plans for existing detention ponds, storm drain system and roadway in Section 1 provided by the County, the Engineer will use the detention basin calculations contained therein to determine the detention volume and the size of the pond in Section 1. The Engineer will determine if the existing pond storage and size is sufficient for the proposed/revised storm drain system.
- e. Calculate Detention Pond needs for New Pond near Killingsworth Ln and Wells Branch Parkway Intersection: The Engineer will analyze the detention provided by the preliminary water quality pond, the channel outfall, and the configuration of the storm sewer system. Based on these findings, the Engineer will provide the detention volume requirements as required to design the detention pond and outfall.

F. WATER QUALITY

- a. The project site is not located within an Edwards Aquifer recharge, contributing or transition zone. It is within the City of Austin 2-mile ETJ limits and falls within the City's Watershed Protection Development Review Regulatory Area. The extent of the project is located in the Suburban (Outside City Limits) Desired Development Zone for ordinance purposes. Detention will be provided through the participation in the City's Regional Stormwater Management Program; therefore, no detention facilities or detention related calculations will be provided for this project. The pond previously constructed for the west half of Section 1 will be retained as is. The CONSULTANT will evaluate the existing and proposed impervious cover for this existing pond and coordinate the approval for this existing pond with Travis County. The CONSULTANT will design one additional water quality pond for the east half of Section 1 per City of Austin criteria.
- b. Project Setup and Data Review - The CONSULTANT will obtain and review all available data on the existing and proposed roadway design and site geology, including engineering plans and geologic reports. An initial field visit will be conducted in order to inspect the site selected for the new pond.
- c. Water Quality Analysis - Analyze the project characteristics and determine the requirements for water quality per the City of Austin Watershed Protection guidelines.

G. QA/QC

Perform a QA/QC review prior to submittal of Work Phase 1.

2.1.2 WORK PHASE 2 - 90% PLAN SUBMITTAL

The 90% complete drawings will be virtually "ready to bid" with minor revisions, no outstanding design issues, all work coordinated and illustrated on the drawing. This submittal will include design documents that incorporate the ultimate 6-lane and interim 4-lane configurations.

Total projected time for completion of Work Phase 2 will be no more than 60 calendar days. A detailed list of tasks follows.

2.1.2.1 90% DESIGN PLANS

A. ROADWAY PLANS

- a. Finalize proposed typical sections.
- b. Finalize horizontal alignment data sheet.
- c. Finalize plan and profile sheets. Add cut/fill quantities.
- d. Finalize design cross sections. Calculate the cut/fill quantities from these sections.

B. GRADING AND DETAILS

- a. Finalize driveway details and profiles.
- b. Finalize ditch tables.
- c. Add details for the culvert under existing Killingsworth Ln to which the new pond will outfall.

C. DRAINAGE PLANS

- a. Finalize interior drainage area maps and run-off calculations.
- b. Additional storm sewers for Section 1 will be analyzed and computations will be prepared for the storm sewer design using Winstorm or Geopak Drainage software.
- c. Finalize drainage plan and profile sheets for Section 1 depicting locations of inlets, manholes, storm sewers, culverts, utilities, channel improvements, and ditch locations and flowlines as required. Storm sewer profiles will be prepared at a scale of 1"=50' H and 1"=5' V. Storm sewer profiles will show pipe size and type, slope, existing and proposed ground lines above the pipe, pertinent hydraulic information, and locations and sizes of inlets and junctions.
- d. Lateral profile sheets will be added for the project storm sewer systems in Section 1. These sheets will be developed at a scale of 1"=50' H and 1"=5' V.
- e. The CONSULTANT shall provide drainage design details for "non-standard" drainage structures in instances where TxDOT standard details cannot be utilized. The CONSULTANT shall use TxDOT standard details where practical.
- f. The CONSULTANT will identify areas within the construction of the Section 1 storm sewer construction that will require trench protection or special shoring.
- g. Finalize Detention Calculations based on final storm drain design: The CONSULTANT will update the final storm drain system construction plans as required and provide final additional detention volume for the design of the new pond.

D. WATER QUALITY

- a. Prepare design plans for one water quality pond for ultimate conditions to treat runoff for approximately the east half of Wells Branch Pkwy Section 1.
- b. Prepare structural detail plans for additional water quality pond, including inflow and outflow structures.

E. EROSION CONTROL

- a. Prepare erosion control plans for the Section 1 interim construction and incorporate into the master plan set. Temporary storm water management devices will be needed to minimize the sediment runoff during construction of this project. The anticipated design components to be utilized on this project are silt fence, sand bags, rock filter dams, sediment traps, and construction exits. One temporary erosion control plan will be developed with notes that indicate that the contractor is responsible for phasing the devices along with the construction sequencing. Permanent erosion control measures will be included on these sheets as well.
- b. Update the Storm Water Pollution Prevention Plan (SW3P) for this job in accordance with TCEQ regulations to include Section 1. These sheets will consist of the TxDOT SW3P text sheets that summarize erosion control measures.

F. SIGNING AND PAVEMENT MARKINGS

- a. Prepare Signing and Pavement marking layouts at a scale of 1"=50' for the interim and ultimate configurations of Section 1. These layouts will depict striping and delineator type and location, as well as MBGF location, lengths, and end treatments. Each sign will have a corresponding number that will relate that sign to the sign summaries.
- b. Detail sheets for small signs will be prepared for non-standard signs. This sheet is intended to show the overall dimensions of the signs by determining letter size and spacing. Details will not be to scale.

G. TRAFFIC CONTROL PLAN

- a. Traffic control typical sections will be prepared for each stage of the construction sequence to clearly delineate the position of the existing traffic with respect to the proposed construction. Temporary traffic barriers and pavement markings will also be shown and dimensioned.
- b. The CONSULTANT will update the one (1) not to scale typical plan layout of all advance warning signs for Wells Branch Parkway and all cross streets. This typical layout will include the subject road (Wells Branch) and generic cross streets and incorporate Section 1.
- c. Update narrative for the sequence of construction to add Section 1.
- d. Prepare two (2) detailed traffic control plan sheets at a scale of 1"=50', one (1) for the Immanuel tie-in and one (1) for the west Killingsworth tie-in. This plan will describe the maintenance of traffic and sequence of work for each phase of the proposed construction. Location of work areas, temporary paving, signing, barricades and other details will be required to describe the traffic control plan. Temporary drainage will not be considered part of this scope of services.

H. MISCELLANEOUS PLANS

- a. Finalize project title sheet.
- b. Finalize index of sheets.
- c. Finalize project layout sheets.

I. QUANTITIES

Tabulate quantities for each of the following and as necessary to bid this project and broken into separate totals for the base bid and two add alternate bids:

- a. Traffic Control
- b. Earthwork
- c. Roadway
- d. Removal
- e. Drainage related items including inlets, manholes and storm sewer pipes
- f. Small Signs
- g. Pavement Markings
- h. Erosion Control

J. SUMMARIES

Tabulate calculated quantities for the base bid and two add alternate bids on individual summary sheets:

- a. Earthwork, Roadway, Removal, and Traffic Control
- b. Drainage related items including inlets, manholes and storm sewer pipes
- c. Signing and Pavement Markings, Traffic Signals, and Erosion Control
- d. Small Sign Summary

K. STANDARDS, SPECIFICATIONS AND ESTIMATE

- a. The CONSULTANT will verify the appropriate TxDOT or City of Austin standards for the project are included for incorporation of the Section 1 design. Standards that require modification will be corrected and sealed by the CONSULTANT. The CONSULTANT will utilize TxDOT Austin District when applicable.
- b. A tabulation of applicable specifications, special specifications and special provisions will be prepared for submission with the final PS&E package. The complete list of specifications will be in bid-ready format (Microsoft Word).
- c. Incorporate typical Travis County general notes as applicable.
- d. Update the opinion of probable construction cost and supply to the County in Transportation and Natural Resources (TNR) format.
- e. Prepare final construction timeline estimate and sequence of work.

L. QA/QC

Perform a QA/QC review prior to submittal of Work Phase 2.

2.1.3 WORK PHASE 3 - 100% PLAN SUBMITTAL

The 100% design complete services will include final plans, specifications, estimates, bid quantities, and permits. This submittal will include complete plans for the ultimate 6-lane and interim 4-lane configurations assembled into a single plan set.

Total projected time for completion of Work Phase 3 will be no more than 35 calendar days. A detailed list of tasks follows.

2.1.3.1 100% DESIGN PLANS

A. PLAN SHEETS

- a. Address all remaining comments.
- b. Issue final set of plan sheets in electronic format for plotting at the County print shop.

B. SPECIFICATIONS, ESTIMATE AND PERMITS

- a. Address all remaining comments.
- b. Issue final specifications, estimate and bid quantities into bid-ready format.

C. QA/QC

Perform a final QA/QC review prior to submittal of Work Phase 3.

2.1.4 WORK PHASE 4 – BID PHASE AND CONSTRUCTION SUPPORT SERVICES

- A. Provide bidding support services including assistance with responding to bidder questions
- B. Prepare bid phase addenda
- C. Attend and respond to questions at the pre-bid meeting
- D. Tabulate and evaluate bids

- E. Provide recommendation for award
- F. Attend and respond to questions at the pre-construction meeting
- G. Respond to requests for information (RFI)
- H. Review shop drawings
- I. Assist in the preparation of change orders
- J. Review and recommend response to all claims
- K. Roadway engineer attend up to six (6) field visits at the request of the County and issue a field report
- L. Geotechnical engineer attend up to three (3) field visits at the request of the County and issue a field report.
- M. Attend up to six (6) progress meetings at the request of the County

2.2 MANAGEMENT TASKS

2.2.1 PROJECT MANAGEMENT

- A. Create and submit monthly invoices suitable for payment by the County.
- B. Prepare monthly progress reports for submission with the monthly invoices to provide a written account of the progress made to date on the project.
- C. Meet formally once a month with the County to review project progress.
- D. Prepare project meeting summaries for applicable meetings during the project development process.

3 DELIVERABLES

- 3.1 Completed specific work phase/plan stage documents for review.
- 3.2 Completed PS&E documents.
- 3.2 Transmittal letter stating completion of QA/QC process at each submittal signed by the Project Manager and QA/QC reviewer.
- 3.4 Engineer's Opinion of Construction costs, Project Schedule, & CPM, updated and submitted with each submittal, including at monthly invoicing.
- 3.5 All required permits to start and complete project.
- 3.6 Survey services with electronic and soft copy of survey on NAD 83 or as determined by Travis County.
- 3.7 Design calculations.
- 3.8 Electronic copy of above deliverables, where applicable (all drawings and e-files must be in MicroStation V8 format, as appropriate. A set of construction plans with engineer's PE seal and signature shall be provided in PDF format for bidding. Text documents must be in Microsoft Word or Excel format as applicable. Schedules and CPMs must be in Microsoft Project Gantt chart format with tracking).

ADDITIONAL SERVICES

The following services are not included in this scope of work and may be requested by County and provided by the CONSULTANT as Additional Services if authorized by Travis County in advance and in writing, as provided in the contract. The detailed scope of any Additional Services and compensation for such Additional Services will be agreed to prior to their performance:

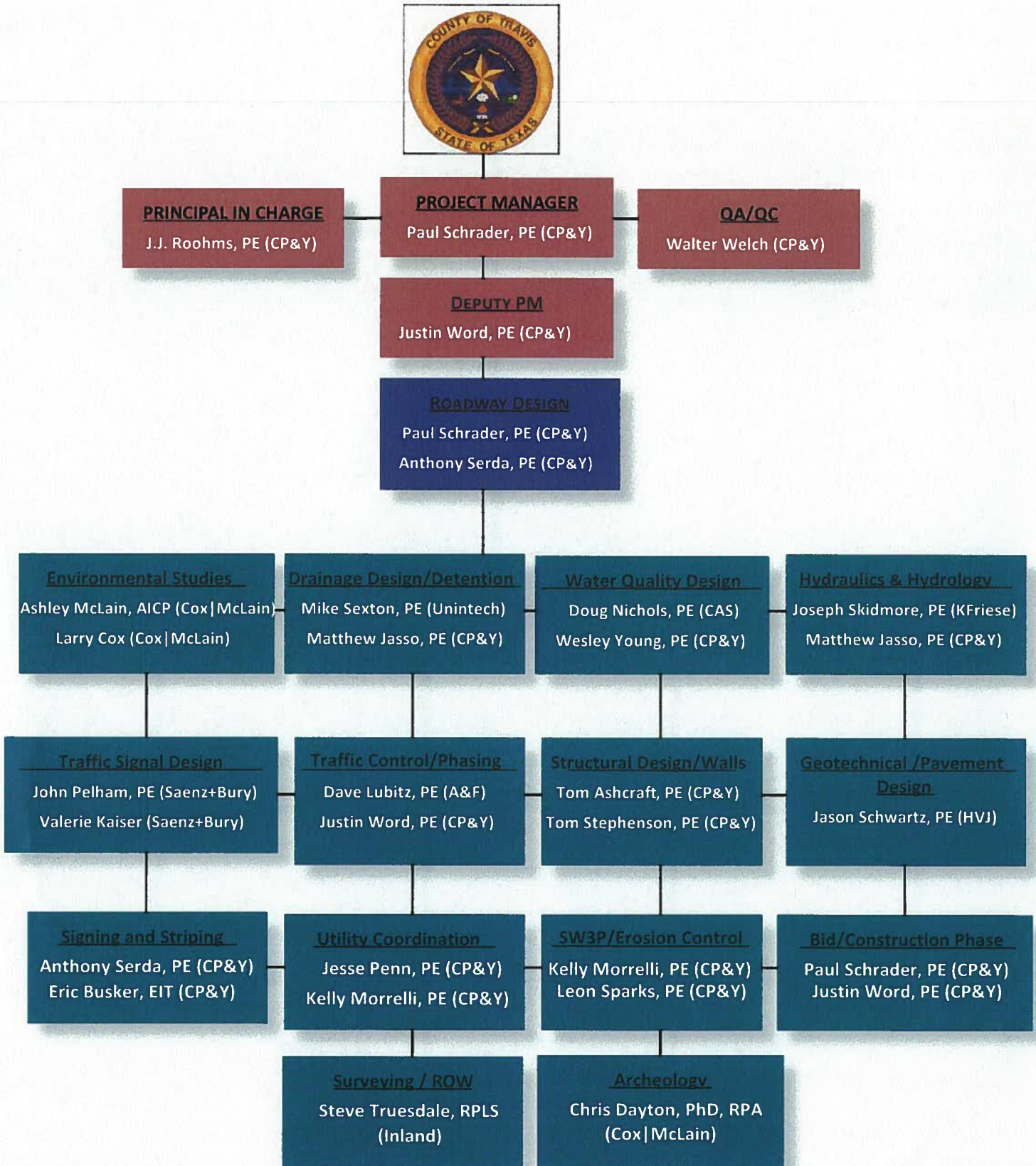
- Detention design or related calculations
- Any calculations or revisions to the existing ponds or water quality treatment system
- Interim roadway water quality ponds
- Landscape and Tree Protection sheets
- Utility relocations
- Bid and Construction phase services
- Hazardous site assessments

APPENDIX B

Organizational Chart with Key Personnel identified



TEAM ORGANIZATIONAL CHART



Funds Reservation 300000320

General Data			
Document type	FC	Document type	030
Company code	1000	Document date	09/21/2012
FM area	1000	Posting date	09/21/2012
Controlling area	1000	Currency	USD/ 1.00000
Statistics			
Entered by	WILLIAD	Created on	09/21/2012
Last changed by	HUFFH	Last changed	07/17/2013
More Data			
Text	Wells Branch Pkwy Design Contract Modification		
Reference			
Overall Amount	242,161.02 USD		

Document item 001			
Text	mod 2		
Commitment item	521050	Funds center	1490200001
Fund	2004	G/L account	521050
Cost center		Due on	
Vendor		Customer	
Amount	53,957.19 USD		

Document item 002			
Text	additional design services		
Commitment item	521050	Funds center	1490200001
Fund	2004	G/L account	521050
Cost center		Due on	
Vendor		Customer	
Amount	188,203.83 USD		



Travis County Commissioners Court Agenda Request

Meeting Date: July 30, 2013

Prepared By/Phone Number: Rachel Fishback, 512.854.9853

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: APPROVE CONTRACT AWARD FOR ON-SITE SECURITY GUARD SERVICES, IFB NO. 1305-14-NB, TO THE LOW BIDDER, TEXAS STAR US INC, D/B/A TEXAS STAR SECURITY.

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

This contract requires for the vendor to provide On-Site Security Guard Services to Travis County Domestic Relations, Counseling and Education Services, Adult Probation, Juvenile Probation and other Travis County Departments.

On May 31st, 2013, IFB No. 1305-14-NB was issued through BidSync. Eight (8) bids were received on June 24th, 2013. The Purchasing Office concurs with Travis County Juvenile Probation, Domestic Relations and Travis County Drug Diversion Court recommendations to award a contract to the low bidder Texas Star US, Inc., d/b/a Texas Star Security.

- **Contract-Related Information:**

Award Amount: estimated requirement

Contract Type: Term

Contract Period: September 14, 2013 through September 13, 2014

- **Solicitation-Related Information:**

Solicitations Viewed: 45

Responses Received: 8

HUB Information: N/A

% HUB Subcontractor: N/A

➤ **Funding Information:**

SAP Shopping Cart #/Funds Reservation #: NA

Comments:




TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

2515 South Congress Avenue ~ Austin Texas 78704
Phone: (512)854-7000 Fax: (512)854-7097

ESTELA P. MEDINA
Chief Juvenile Probation Officer

TO: Cyd Grimes
Purchasing Agent

FROM: 
Estela P. Medina
Chief Juvenile Probation Officer

RE: On-Site Security Guard Services Bid proposal

DATE: June, 21 2013

Travis County Juvenile Probation has reviewed the bids for on-site security and recommends Texas Star 1 USA to provide the on-site services for Garner Betts and DRO. The vendor submitted the requirements of the bid proposal (which include the required work schedule) at the lowest bid price of \$12.75 an hour. Please move forward requesting Commissioner Court's approval.

Funding information for these services is as follows:

Vendor Number #
Cost Center # 1450110001-Garner Betts Facilities
1450440001- DRO
GL#: 511940 - Security Services

Hours are as follows:

DRO needs a guard Monday through Friday, 8 am-12 pm, 1 pm-5 pm. Security is not needed for after hours or weekends.

Garner Betts needs a guard Monday through Thursday 10:30 am - 7:30 pm and 8 am-5 pm on Fridays. (1 hour lunch).

Cameron Road no guard is needed.

If you need additional information in order to proceed, please do not hesitate to call me.

cc: Britt Canary
Scot Doyal
Sylvia Mendoza
Mary Nieves

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cents	
Agency Notes:	



B1305-14-NB--01-02 Gardner-Betts Juvenile Probation Department					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Texas Star 1 USA	First Offer - \$12.75	2080 / hour	\$26,520.00	Y	Y
Product Code: Unit Amount Text: Twelve Dollars and seventy five cents Total Amount Text: Twenty six thousand five hundred and twenty dollars Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 12.75 Drug Screens are done on all commission officers twice a year per protocol for Texas Star Security. All backgrounds are checked prior to hiring process and again through DPS and FBI fingerprints.			
Marshal Security Office	First Offer - \$13.40	2080 / hour	\$27,872.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate:			
ALL PRO SECURITY SERVICES	First Offer - \$13.75	2080 / hour	\$28,600.00		Y
Product Code: Unit Amount Text: thirteen dollars and seven five cents Total Amount Text: twenty eight thousand six hundred dollars Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 13.75			
Ameritex Guard Services	First Offer - \$13.90	2080 / hour	\$28,912.00		Y
Product Code: Unit Amount Text: thirteen dollars ninety cents Total Amount Text: twenty eight thousand nine hundred twelve dollars no cents Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 13.90			
PRO SECURITY GROUP INC [Ad]	First Offer - \$14.38	2080 / hour	\$29,910.40		Y
Product Code: Unit Amount Text: per hour Total Amount Text: annual Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 14.38			
Dennis Security and Professional Services, LLC	First Offer - \$14.40	2080 / hour	\$29,952.00		Y
Product Code: Unit Amount Text: fourteen dollars and forty cents Total Amount Text: Twenty nine thousand nine hundred fifty two dollars Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 14.40			
Arrow Security	First Offer - \$14.73	2080 / hour	\$30,638.40		Y
Product Code: Unit Amount Text: Fourteen dollars and seventy three cents Total Amount Text: Thirty thousand six hundred thirt eight dollars and 40 cents Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 14.73			
United Protective Services	First Offer - \$17.73	2080 / hour	\$36,878.40		Y
Product Code: Unit Amount Text: seventeen Dollars and Seventy Three Cents Total Amount Text: thirtysix thousand eight hundred seventy eight dollars and forty cents Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 17.73			



B1305-14-NB--01-03 Domestic Relations Office					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Texas Star 1 USA	First Offer - \$12.75	2700 / hour	\$34,425.00	Y	Y
Product Code: Unit Amount Text: Twelve Dollars and seventy five cents Total Amount Text: Thirty four thousand four hundred and twenty five dollars Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 12.75 Drug Screens are done on all commission officers twice a year per protocol for Texas Star Security. All backgrounds are checked prior to hiring process			

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		and again through DPS and FBI fingerprints.			
<u>Marshal Security Office</u>	<input checked="" type="checkbox"/> First Offer - \$13.40	2700 / hour	\$36,180.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate:			
<u>ALL PRO SECURITY SERVICES</u>	First Offer - \$13.75	2700 / hour	\$37,125.00		Y
Product Code: Unit Amount Text: thirteen dollars and seventy five cents Total Amount Text: thirty seven thousand one hundred twenty five dollars Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 13.75			
<u>Ameritex Guard Services</u>	First Offer - \$13.90	2700 / hour	\$37,530.00		Y
Product Code: Unit Amount Text: thirteen dollars ninety cents Total Amount Text: thirty seven thousand five hundred thirty dollars no cents Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 13.90			
<u>PRO SECURITY GROUP INC [Ad]</u>	First Offer - \$14.38	2700 / hour	\$38,826.00		Y
Product Code: Unit Amount Text: per hour Total Amount Text: annual Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 14.38			
<u>Dennis Security and Professional Services, LLC</u>	First Offer - \$14.40	2700 / hour	\$38,880.00		Y
Product Code: Unit Amount Text: fourteen dollars and forty cents Total Amount Text: Thirty eight thousand eight hundred and eighty dollars Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 14.40			
<u>Arrow Security</u>	First Offer - \$14.73	2700 / hour	\$39,771.00		Y
Product Code: Unit Amount Text: Fourteen dollars and seventy three cents Total Amount Text: Thirty nine thousand seven hundred seventy one dollars and no cents Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 14.73			
<u>United Protective Services</u>	First Offer - \$17.73	2700 / hour	\$47,871.00		Y
Product Code: Unit Amount Text: seventeen Dollars and Seventy Three Cents Total Amount Text: Forty Seven Thousand eight hundred seventy one Dollars Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 17.73			

B1305-14-NB--01-04 Adult Probation, South Unit, McKinney Falls					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Texas Star 1 USA</u>	First Offer - \$12.75	1560 / hour	\$19,890.00	Y	Y
Product Code: Unit Amount Text: Twelve Dollars and seventy five cents Total Amount Text: nineteen thousand eight hundred and ninety dollars Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 12.75 Drug Screens are done on all commission officers twice a year per protocol for Texas Star Security. All backgrounds are checked prior to hiring process and again through DPS and FBI fingerprints.			
<u>Marshal Security Office</u>	<input checked="" type="checkbox"/> First Offer - \$13.40	1560 / hour	\$20,904.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate:			
<u>ALL PRO SECURITY SERVICES</u>	First Offer - \$13.75	1560 / hour	\$21,450.00		Y
Product Code: Unit Amount Text: thirteen dollars and seventy five cents Total Amount Text: twenty one thousand four hundred fifty dollars		Supplier Product Code: Supplier Notes: Hourly Rate: 13.75			

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Agency Notes:					
<u>Ameritex Guard Services</u>	First Offer - \$13.90	1560 / hour	\$21,684.00		Y
Product Code:		Supplier Product Code:			
Unit Amount Text: thirteen dollars ninety cents		Supplier Notes: Hourly Rate: 13.90			
Total Amount Text: twenty one thousand six hundred eighty four dollars no cents					
Agency Notes:					
<u>PRO SECURITY GROUP INC [Ad]</u>	First Offer - \$14.38	1560 / hour	\$22,432.80		Y
Product Code:		Supplier Product Code:			
Unit Amount Text: per hour		Supplier Notes: Hourly Rate: 14.38			
Total Amount Text: annual					
Agency Notes:					
<u>Dennis Security and Professional Services, LLC</u>	First Offer - \$14.40	1560 / hour	\$22,464.00		Y
Product Code:		Supplier Product Code:			
Unit Amount Text: fourteen dollars and forty cents		Supplier Notes: Hourly Rate: 14.40			
Total Amount Text: Twenty two thousand four hundred sixty four dollars					
Agency Notes:					
<u>Arrow Security</u>	First Offer - \$14.73	1560 / hour	\$22,978.80		Y
Product Code:		Supplier Product Code:			
Unit Amount Text: Fourteen dollars and seventy three cents		Supplier Notes: Hourly Rate: 14.73			
Total Amount Text: Twenty two thousand nine hundred seventy eight dollars and eighty cents					
Agency Notes:					
<u>United Protective Services</u>	First Offer - \$17.73	1560 / hour	\$27,658.80		Y
Product Code:		Supplier Product Code:			
Unit Amount Text: seventeen Dollars and Seventy Three Cents		Supplier Notes: Hourly Rate: 17.73			
Total Amount Text: Twenty Seven Thousand Six hundred and fifty eight dollars and eighty cents					
Agency Notes:					

B1305-14-NB--01-05 Pre-Trial Services (Drug Diversion Court), 4011 McKinney Falls Pkwy					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Texas Star 1 USA</u>	First Offer - \$12.75	988 / hour	\$12,597.00	Y	Y
Product Code:		Supplier Product Code:			
Unit Amount Text: Twelve dollars and seventy five cents		Supplier Notes: Hourly Rate: 12.75			
Total Amount Text: Twelve thousand five hundred and ninety seven dollars		Drug Screens are done on all commission officers twice a year per protocol for Texas Star Security. All backgrounds are checked prior to hiring process and again through DPS and FBI fingerprints.			
Agency Notes:					
<u>Marshal Security Office</u>	<input checked="" type="checkbox"/> First Offer - \$13.40	988 / hour	\$13,239.20		Y
Product Code:		Supplier Product Code:			
Unit Amount Text:		Supplier Notes: Hourly Rate:			
Total Amount Text:					
Agency Notes:					
<u>ALL PRO SECURITY SERVICES</u>	First Offer - \$13.75	988 / hour	\$13,585.00		Y
Product Code:		Supplier Product Code:			
Unit Amount Text: thirteen dollars and seventy five cents		Supplier Notes: Hourly Rate: 13.75			
Total Amount Text: thirteen thousand five hundred eight five dollars					
Agency Notes:					
<u>Ameritex Guard Services</u>	First Offer - \$13.90	988 / hour	\$13,733.20		Y
Product Code:		Supplier Product Code:			
Unit Amount Text: thirteen dollars ninety cents		Supplier Notes: Hourly Rate: 13.90			
Total Amount Text: thirteen thousand seven hundred thirty three dollars twenty cents					
Agency Notes:					
<u>PRO SECURITY GROUP INC [Ad]</u>	First Offer - \$14.38	988 / hour	\$14,207.44		Y
Product Code:		Supplier Product Code:			
Unit Amount Text: per hour		Supplier Notes: Hourly Rate: 14.38			
Total Amount Text: annual					

Created 07-25-13 @ 1:45pm

Agency Notes:					
<u>Dennis Security and Professional Services, LLC</u>	First Offer - \$14.40	988 / hour	\$14,227.20		Y
Product Code:		Supplier Product Code:			
Unit Amount Text: fourteen dollars and forty cents		Supplier Notes: Hourly Rate: 14.40			
Total Amount Text: Fourteen thousand two hundred twenty seven dollars and twenty cents					
Agency Notes:					
<u>Arrow Security</u>	First Offer - \$14.73	988 / hour	\$14,553.24		Y
Product Code:		Supplier Product Code:			
Unit Amount Text: Fourteen dollars and seventy three cents		Supplier Notes: Hourly Rate: 14.73			
Total Amount Text: Fourteen thousand five hundred fifty three dollars and twenty four cents					
Agency Notes:					
<u>United Protective Services</u>	First Offer - \$17.73	988 / hour	\$17,517.24		Y
Product Code:		Supplier Product Code:			
Unit Amount Text: seventeen Dollars and Seventy Three Cents		Supplier Notes: Hourly Rate: 17.73			
Total Amount Text: seventeen thousand five hundred and seventeen dollars and twenty four cents					
Agency Notes:					

B1305-14-NB--01-06 Pre-Trial Services (Drug Diversion Court), Post Road					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Texas Star 1 USA</u>	First Offer - \$12.75	1092 / hour	\$13,923.00	Y	Y
Product Code:		Supplier Product Code:			
Unit Amount Text: Twelve dollars and seventy five cents		Supplier Notes: Hourly Rate: 12.75			
Total Amount Text: Thirteen thousand nine hundred and twenty three dollars					
Agency Notes:					
<u>Marshal Security Office</u>	<input checked="" type="checkbox"/> First Offer - \$13.40	1092 / hour	\$14,632.80		Y
Product Code:		Supplier Product Code:			
Unit Amount Text:		Supplier Notes: Hourly Rate:			
Total Amount Text:					
Agency Notes:					
<u>ALL PRO SECURITY SERVICES</u>	First Offer - \$13.75	1092 / hour	\$15,015.00		Y
Product Code:		Supplier Product Code:			
Unit Amount Text: thirteen dollars and seventy five cents		Supplier Notes: Hourly Rate: 13.75			
Total Amount Text: fifteen thousand fifteen dollars					
Agency Notes:					
<u>Ameritex Guard Services</u>	First Offer - \$13.90	1092 / hour	\$15,178.80		Y
Product Code:		Supplier Product Code:			
Unit Amount Text: thirteen dollars ninety cents		Supplier Notes: Hourly Rate: 13.90			
Total Amount Text: fifteen thousand one hundred seventy eight dollars eighty cents					
Agency Notes:					
<u>PRO SECURITY GROUP INC [Ad]</u>	First Offer - \$14.38	1092 / hour	\$15,702.96		Y
Product Code:		Supplier Product Code:			
Unit Amount Text: per hour		Supplier Notes: Hourly Rate: 14.38			
Total Amount Text: annual					
Agency Notes:					
<u>Dennis Security and Professional Services, LLC</u>	First Offer - \$14.40	1092 / hour	\$15,724.80		Y
Product Code:		Supplier Product Code:			
Unit Amount Text: Fourteen dollars and forty cents		Supplier Notes: Hourly Rate: 14.40			
Total Amount Text: Fifteen thousand seven hundred twenty four dollars and eighty cents					
Agency Notes:					
<u>Arrow Security</u>	First Offer - \$14.73	1092 / hour	\$16,085.16		Y
Product Code:		Supplier Product Code:			
Unit Amount Text: Fourteen dollars and seventy three cents		Supplier Notes: Hourly Rate: 14.73			
Total Amount Text: Sixteen thousand eighty five dollars and sixteen cents					
Agency Notes:					

Created 07-25-13 @ 1:45pm

Agency Notes:					
<u>United Protective Services</u>	First Offer - \$17.73	1092 / hour	\$19,361.16		Y
Product Code:		Supplier Product Code:			
Unit Amount Text: seventeen Dollars and Seventy Three Cents		Supplier Notes: Hourly Rate: 17.73			
Total Amount Text: nineteen thousand three hundred sixty one dollars and sixteen cents					
Agency Notes:					

B1305-14-NB--01-07 Travis County Expo Center					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Texas Star 1 USA</u>	First Offer - \$12.75	3640 / hour	\$46,410.00	Y	Y
Product Code:		Supplier Product Code:			
Unit Amount Text: Twelve dollars and seventy five cents		Supplier Notes: Hourly Rate: 12.75			
Total Amount Text: Forty six thousand four hundred and ten dollars					
Agency Notes:					
<u>Marshal Security Office</u>	<input checked="" type="checkbox"/> First Offer - \$13.40	3640 / hour	\$48,776.00		Y
Product Code:		Supplier Product Code:			
Unit Amount Text:		Supplier Notes: Hourly Rate:			
Total Amount Text:					
Agency Notes:					
<u>ALL PRO SECURITY SERVICES</u>	First Offer - \$13.75	3640 / hour	\$50,050.00		Y
Product Code:		Supplier Product Code:			
Unit Amount Text: thirteen dollars and seventy five cents		Supplier Notes: Hourly Rate: 13.75			
Total Amount Text: fifty thousand fifty dollars					
Agency Notes:					
<u>Ameritex Guard Services</u>	First Offer - \$13.90	3640 / hour	\$50,596.00		Y
Product Code:		Supplier Product Code:			
Unit Amount Text: thirteen dollars ninety cents		Supplier Notes: Hourly Rate: 13.90			
Total Amount Text: fifty thousand five hundred ninety six dollars no cents					
Agency Notes:					
<u>PRO SECURITY GROUP INC [Ad]</u>	First Offer - \$14.38	3640 / hour	\$52,343.20		Y
Product Code:		Supplier Product Code:			
Unit Amount Text: per hour		Supplier Notes: Hourly Rate: 14.38			
Total Amount Text: annual					
Agency Notes:					
<u>Dennis Security and Professional Services, LLC</u>	First Offer - \$14.40	3640 / hour	\$52,416.00		Y
Product Code:		Supplier Product Code:			
Unit Amount Text: Fourteen dollars and forty cents		Supplier Notes: Hourly Rate: 14.40			
Total Amount Text: Fifty two thousand four hundred sixteen dollars					
Agency Notes:					
<u>Arrow Security</u>	First Offer - \$14.73	3640 / hour	\$53,617.20		Y
Product Code:		Supplier Product Code:			
Unit Amount Text: Fourteen dollars and seventy three cents		Supplier Notes: Hourly Rate: 14.73			
Total Amount Text: Fifty three thousand six hundred seventeen dollars and twenty cents					
Agency Notes:					
<u>United Protective Services</u>	First Offer - \$17.73	3640 / hour	\$64,537.20		Y
Product Code:		Supplier Product Code:			
Unit Amount Text: seventeen Dollars and Seventy Three Cents		Supplier Notes: Hourly Rate: 17.73			
Total Amount Text: sixty four thousand five hundred thirty seven dollars and twenty cents					
Agency Notes:					

B1305-14-NB--01-08 Overtime Rate per Hour					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>ALL PRO SECURITY SERVICES</u>	First Offer - \$13.75	1 / hour	\$13.75		Y
Product Code:		Supplier Product Code:			
Unit Amount Text: thirteen dollars and seventy five cents		Supplier Notes: Hourly Rate: 13.75			

Created 07-25-13 @ 1:45pm

Total Amount Text: thirteen dollars and seventy five cents					
Agency Notes:					
<u>Marshal Security Office</u>	<input checked="" type="checkbox"/> First Offer - \$17.54	1 / hour	\$17.54		Y
Product Code:		Supplier Product Code:			
Unit Amount Text:		Supplier Notes: Hourly Rate:			
Total Amount Text:					
Agency Notes:					
<u>Texas Star 1 USA</u>	First Offer - \$19.13	1 / hour	\$19.13	Y	Y
Product Code:		Supplier Product Code:			
Unit Amount Text: Nineteen dollars and thirteen cents		Supplier Notes: Hourly Rate: 19.13			
Total Amount Text: nineteen dollars and thirteen cents					
Agency Notes:					
<u>Ameritex Guard Services</u>	First Offer - \$20.85	1 / hour	\$20.85		Y
Product Code:		Supplier Product Code:			
Unit Amount Text: twenty dollars eighty five cents		Supplier Notes: Hourly Rate: 20.85			
Total Amount Text: twenty dollars eighty five cents					
Agency Notes:					
<u>PRO SECURITY GROUP INC [Ad]</u>	First Offer - \$21.57	1 / hour	\$21.57		Y
Product Code:		Supplier Product Code:			
Unit Amount Text: per hour		Supplier Notes: Hourly Rate: 21.57			
Total Amount Text: annual					
Agency Notes:					
<u>Dennis Security and Professional Services, LLC</u>	First Offer - \$21.60	1 / hour	\$21.60		Y
Product Code:		Supplier Product Code:			
Unit Amount Text: Twenty one dollars and sixty cents		Supplier Notes: Hourly Rate: 21.60			
Total Amount Text: Twenty one dollars and sixty cents					
Agency Notes:					
<u>Arrow Security</u>	First Offer - \$22.10	1 / hour	\$22.10		Y
Product Code:		Supplier Product Code:			
Unit Amount Text: Twenty two dollars and ten cents		Supplier Notes: Hourly Rate: 22.10			
Total Amount Text: Twenty two dollars and ten cents					
Agency Notes:					
<u>United Protective Services</u>	First Offer - \$26.60	1 / hour	\$26.60		Y
Product Code:		Supplier Product Code:			
Unit Amount Text: twenty six dollars and sixty cents		Supplier Notes: Hourly Rate: 26.60			
Total Amount Text: twenty six dollars and sixty cents					
Agency Notes:					

B1305-14-NB--02-01 On-Site Un-armed Security Guard Services: : Adult Probation Mental Health Unit					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Ameritex Guard Services</u>	First Offer - \$11.22	2080 / hour	\$23,337.60		Y
Product Code:		Supplier Product Code:			
Unit Amount Text: eleven dollars twenty two cents		Supplier Notes: Hourly Rate: 11.22			
Total Amount Text: twenty three thousand three hundred thirty seven dollars sixty cents					
Agency Notes:					
<u>Texas Star 1 USA</u>	First Offer - \$12.14	2080 / hour	\$25,251.20	Y	Y
Product Code:		Supplier Product Code:			
Unit Amount Text: Twelve dollars and fourteen cents		Supplier Notes: Hourly Rate: 12.14			
Total Amount Text: Twenty five thousand two hundred fifty one dollars and twenty cents					
Agency Notes:					
<u>Arrow Security</u>	First Offer - \$12.31	2080 / hour	\$25,604.80		Y
Product Code:		Supplier Product Code:			
Unit Amount Text: Twelve dollars and thirty one cents		Supplier Notes: Hourly Rate: 12.31			
Total Amount Text: Twenty five thousand six hundred four dollars and eighty cents					
Agency Notes:					
<u>Marshal Security Office</u>	<input checked="" type="checkbox"/> First Offer - \$13.28	2080 / hour	\$27,622.40		Y

Created 07-25-13 @ 1:45pm

Product Code:		Supplier Product Code:	
Unit Amount Text:		Supplier Notes: Hourly Rate:	
Total Amount Text:			
Agency Notes:			
<u>Dennis Security and Professional Services, LLC</u>	First Offer - \$13.40	2080 / hour	\$27,872.00
Product Code:		Supplier Product Code:	
Unit Amount Text: Thirteen dollars and forty cents		Supplier Notes: Hourly Rate: 13.40	
Total Amount Text: Twenty seven thousand eight hundred and seventy two dollars			
Agency Notes:			
<u>ALL PRO SECURITY SERVICES</u>	First Offer - \$13.75	2080 / hour	\$28,600.00
Product Code:		Supplier Product Code:	
Unit Amount Text: thirteen dollars and seventy five cents		Supplier Notes: Hourly Rate: 13.75	
Total Amount Text: twenty eight thousand six hundred			
Agency Notes:			
<u>PRO SECURITY GROUP INC [Ad]</u>	First Offer - \$13.88	2080 / hour	\$28,870.40
Product Code:		Supplier Product Code:	
Unit Amount Text: per hour		Supplier Notes: Hourly Rate: 13.88	
Total Amount Text: annual			
Agency Notes:			
<u>United Protective Services</u>	First Offer - \$15.39	2080 / hour	\$32,011.20
Product Code:		Supplier Product Code:	
Unit Amount Text: Fifteen dollars and thirty nine cents		Supplier Notes: Hourly Rate: 15.39	
Total Amount Text: thirty two thousand eleven dollars and twenty cents			
Agency Notes:			

B1305-14-NB--02-02 On-Site Un-armed Security Guard Services: : Overtime Charges					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>ALL PRO SECURITY SERVICES</u>	First Offer - \$13.75	1 / hour	\$13.75		Y
Product Code:		Supplier Product Code:			
Unit Amount Text: thirteen dollars and seventy five cents		Supplier Notes: Hourly Rate: 13.75			
Total Amount Text: thirteen dollars and seventy five cents					
Agency Notes:					
<u>Marshal Security Office</u>	First Offer - \$16.75	1 / hour	\$16.75		Y
Product Code:		Supplier Product Code:			
Unit Amount Text:		Supplier Notes: Hourly Rate:			
Total Amount Text:					
Agency Notes:					
<u>Ameritex Guard Services</u>	First Offer - \$16.83	1 / hour	\$16.83		Y
Product Code:		Supplier Product Code:			
Unit Amount Text: sixteen dollars eighty three cents		Supplier Notes: Hourly Rate: 16.83			
Total Amount Text: sixteen dollars eighty three cents					
Agency Notes:					
<u>Texas Star 1 USA</u>	First Offer - \$18.21	1 / hour	\$18.21	Y	Y
Product Code:		Supplier Product Code:			
Unit Amount Text: Eighteen dollars and twenty one cents		Supplier Notes: Hourly Rate: 18.21			
Total Amount Text: Eighteen dollars and twenty one cents					
Agency Notes:					
<u>Arrow Security</u>	First Offer - \$18.47	1 / hour	\$18.47		Y
Product Code:		Supplier Product Code:			
Unit Amount Text: Eighteen dollars and forty seven cents		Supplier Notes: Hourly Rate: 18.47			
Total Amount Text: Eighteen dollars and forty seven cents					
Agency Notes:					
<u>Dennis Security and Professional Services, LLC</u>	First Offer - \$20.10	1 / hour	\$20.10		Y
Product Code:		Supplier Product Code:			
Unit Amount Text: Twenty dollars and ten cents		Supplier Notes: Hourly Rate: 20.10			
Total Amount Text: Twenty dollars and ten cents					
Agency Notes:					
<u>PRO SECURITY GROUP INC [Ad]</u>	First Offer - \$21.57	1 / hour	\$21.57		Y

Created 07-25-13 @ 1:45pm

Product Code: Unit Amount Text: per hour Total Amount Text: annual Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 21.57	
<u>United Protective Services</u>	First Offer - \$23.09	1 / hour	\$23.09
Product Code: Unit Amount Text: twenty three dollars and nine cents Total Amount Text: twenty three dollars and nine cents Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 23.09	

Supplier Totals

<u>Texas Star 1 USA</u>		\$187,009.54 (10/10 items)	
Bid Contact Kay Cole <u>texas.star.dfw@gmail.com</u> Ph 817-710-0305 Fax 817-548-0171	Address 2221 W. Arkansas #105 Pantego, TX 76013		
Qualifications CISV TX	Bid Notes No suncontracting will be used by TX STAR US, INC dba: Texas Star Security due to our company as whole has a macehanic shop, a uniform shop, and alarm division and a traing academy.		
Agency Notes:	Supplier Notes: No suncontracting will be used by TX STAR US, INC dba: Texas Star Security due to our company as whole has a macehanic shop, a uniform shop, and alarm division and a traing academy.		
<u>Marshal Security Office</u>		\$197,622.29 (10/10 items)	
Bid Contact Akpaka Prince <u>admin@marshalso.com</u> Ph 512-528-1088	Address P.O. Box 1586 Leander, TX 78641		
Bid Notes Paper bid submitted	Agency Notes:		
Supplier Notes: Paper bid submitted			
<u>Ameritex Guard Services</u>		\$199,682.88 (10/10 items)	
Bid Contact Roxanne Hockenberry <u>roxannehockenberry@ameritexgs.com</u> Ph 972-231-6395	Address 100 N Central Expy Suite 350 Richardson, TX 75080		
Qualifications DBE HUB MBE NCTRCA TX WBE	Agency Notes:		
Supplier Notes:			
<u>ALL PRO SECURITY SERVICES</u>		\$203,032.50 (10/10 items)	
Bid Contact martin jeakle <u>info@allprosecurityservices.com</u> Ph 866-493-6035	Address 17356 W. 12 Mile Southfield, MI 48076		
Agency Notes:	Supplier Notes:		
<u>Dennis Security and Professional Services, LLC</u>		\$210,563.30 (10/10 items)	
Bid Contact Anthony Dennis <u>adennis@dsaps.net</u> Ph 512-916-4100 Fax 512-916-4102	Address 2101 South IH 35, Suite 203 Austin, TX 78741		
Qualifications HUB	Agency Notes:		
Supplier Notes:			
<u>PRO SECURITY GROUP INC [Ad]</u>		\$211,309.46 (10/10 items)	
Bid Contact DENISE NICHOLSON <u>denise@prosecuritygroup.com</u> Ph 254-753-7766	Address 100 N 6th 317 WACO, TX 76701		
Qualifications HUB SB TX WBE			

Created 07-25-13 @ 1:45pm

Agency Notes:		Supplier Notes:	
<u>Arrow Security</u>		\$212,480.69 (10/10 items)	
Bid Contact	Lee Cox <u>lcox@arrowsecurity.net</u> Ph 254-307-8838	Address	520 E. Yeagua Groesbeck, TX 76642
Qualifications	TX		
Bid Notes	If the bid is awarded to Arrow Security, A Supervisor will be provided at no charge to the client. This supervisor will work 20 hours during the week roving from location to location, during both days and nights, ensuring the policies and procedures of the client are being enforced. This supervisor position will be in addition to the contract manager assigned for this contract.		
Agency Notes:		Supplier Notes:	
		If the bid is awarded to Arrow Security, A Supervisor will be provided at no charge to the client. This supervisor will work 20 hours during the week roving from location to location, during both days and nights, ensuring the policies and procedures of the client are being enforced. This supervisor position will be in addition to the contract manager assigned for this contract.	
<u>United Protective Services</u>		\$256,948.21 (10/10 items)	
Bid Contact	Phillip Adams <u>phillip.adams@united-protective.com</u> Ph 512-808-5745	Address	4408 Spicewood Springs Road Austin, TX 78759
Agency Notes:		Supplier Notes:	

**




Travis County Drug Diversion Court
a division of Pretrial Services & Adult Probation Department

PO Box 1748 Austin, TX 78767
2201 Post Road So. Bldg. Austin, TX 78704
512-854-4646 & 512-854-4200
512-854-4643 Fax

Rosie Ramón-Durán, Interim Director
Sharon Caldwell-Hernandez, Program Administrator

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

FROM: Sharon Caldwell-Hernandez 
Social Services Program Administrator
Pretrial Services

DATE: July 1, 2013

SUBJECT: **Recommendation Bid, B1305-14-NB- 01-05, On-Site Security Guard Services**

Travis County Drug Diversion Court reviewed all documents regarding Solicitation No. B1305-14-NB for On-Site Security Guard Services. Based upon the instructions provided by the Travis County Purchasing Representative, a full review of all Bids has been completed. Based upon the information that was received, Travis County Drug Court is recommending Texas Star 1 USA.

cc: Rosie Ramon-Duran
Irma Guerrero
Larry Spacek

**Bid Tabulation Packet
for
Solicitation B1305-14-NB**

ON SITE SECURITY GUARD SERVICES

Bid designation: Public



Travis County

Bid #B1305-14-NB - ON SITE SECURITY GUARD SERVICES

Creation Date **May 16, 2013**

End Date **Jun 24, 2013 3:00:00 PM CDT**

Start Date **May 31, 2013 3:37:15 PM CDT**

Awarded Date **Not Yet Awarded**

B1305-14-NB--01-01 Counseling and Education Services					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Texas Star 1 USA	First Offer - \$12.75	624 / hour	\$7,956.00	Y	Y
Product Code: Unit Amount Text: Twelve Dollars and seventy five cents Total Amount Text: seven thousand nine hundred and fifty six Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 12.75 I have provided License of Certifiacte from Department of Public Safety with the attachments for this post. I have also attached a commission certificate and license. I am sending some of my commission employee certificates until I am positive that the award is given. I will then sit down and have the definite staff assignment and all qualified employees to suit your needs. All security officers; non-commissioned and commissioned are licensed through DPS and recieve all training from our in house Training Academy, which is also license with DPS.			
Marshal Security Office	 First Offer - \$13.40	624 / hour	\$8,361.60		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate:			
ALL PRO SECURITY SERVICES	First Offer - \$13.75	624 / hour	\$8,580.00		Y
Product Code: Unit Amount Text: thirteen dollars and seventy five cents Total Amount Text: eight thousand five hundred eighty dollars Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 13.75			
Ameritex Guard Services	First Offer - \$13.90	624 / hour	\$8,673.60		Y
Product Code: Unit Amount Text: thirteen dollars ninety cents Total Amount Text: eight thousand six hundred seventy three dollars sixty cents Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 13.90			
PRO SECURITY GROUP INC [Ad]	First Offer - \$14.38	624 / hour	\$8,973.12		Y
Product Code: Unit Amount Text: per hour Total Amount Text: annual Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 14.38			
Dennis Security and Professional Services, LLC	First Offer - \$14.40	624 / hour	\$8,985.60		Y
Product Code: Unit Amount Text: fourteen dollars and forty cents Total Amount Text: Eight thousand nine hundred eighty five dollars and sixty cents Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 14.40			
Arrow Security	First Offer - \$14.73	624 / hour	\$9,191.52	Y	Y
Product Code: Unit Amount Text: Fourteen dollars and seventy three cents Total Amount Text: Nine thousand ninety one dollars and fifty two cents Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 14.73			
United Protective Services	First Offer - \$17.73	624 / hour	\$11,063.52		Y
Product Code: Unit Amount Text: seventeen Dollars and Seventy Three Cents Total Amount Text: Eleven thousand sixty three dollars and fifty two		Supplier Product Code: Supplier Notes: Hourly Rate: 17.73			


Created 07-25-13 @ 1:45pm

cents	
Agency Notes:	

B1305-14-NB--01-02 Gardner-Betts Juvenile Probation Department					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Texas Star 1 USA	First Offer - \$12.75	2080 / hour	\$26,520.00	Y	Y
Product Code: Unit Amount Text: Twelve Dollars and seventy five cents Total Amount Text: Twenty six thousand five hundred and twenty dollars Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 12.75 Drug Screens are done on all commission officers twice a year per protocol for Texas Star Security. All backgrounds are checked prior to hiring process and again through DPS and FBI fingerprints.			
Marshal Security Office	 First Offer - \$13.40	2080 / hour	\$27,872.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate:			
ALL PRO SECURITY SERVICES	First Offer - \$13.75	2080 / hour	\$28,600.00		Y
Product Code: Unit Amount Text: thirteen dollars and seven five cents Total Amount Text: twenty eight thousand six hundred dollars Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 13.75			
Ameritex Guard Services	First Offer - \$13.90	2080 / hour	\$28,912.00		Y
Product Code: Unit Amount Text: thirteen dollars ninety cents Total Amount Text: twenty eight thousand nine hundred twelve dollars no cents Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 13.90			
PRO SECURITY GROUP INC [Ad]	First Offer - \$14.38	2080 / hour	\$29,910.40		Y
Product Code: Unit Amount Text: per hour Total Amount Text: annual Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 14.38			
Dennis Security and Professional Services, LLC	First Offer - \$14.40	2080 / hour	\$29,952.00		Y
Product Code: Unit Amount Text: fourteen dollars and forty cents Total Amount Text: Twenty nine thousand nine hundred fifty two dollars Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 14.40			
Arrow Security	First Offer - \$14.73	2080 / hour	\$30,638.40		Y
Product Code: Unit Amount Text: Fourteen dollars and seventy three cents Total Amount Text: Thirty thousand six hundred thirt eight dollars and 40 cents Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 14.73			
United Protective Services	First Offer - \$17.73	2080 / hour	\$36,878.40		Y
Product Code: Unit Amount Text: seventeen Dollars and Seventy Three Cents Total Amount Text: thirtysix thousand eight hundred seventy eight dollars and forty cents Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 17.73			

B1305-14-NB--01-03 Domestic Relations Office					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Texas Star 1 USA	First Offer - \$12.75	2700 / hour	\$34,425.00	Y	Y
Product Code: Unit Amount Text: Twelve Dollars and seventy five cents Total Amount Text: Thirty four thousand four hundred and twenty five dollars Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 12.75 Drug Screens are done on all commission officers twice a year per protocol for Texas Star Security. All backgrounds are checked prior to hiring process			

		and again through DPS and FBI fingerprints.			
Marshal Security Office	 First Offer - \$13.40	2700 / hour	\$36,180.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate:			
ALL PRO SECURITY SERVICES	First Offer - \$13.75	2700 / hour	\$37,125.00		Y
Product Code: Unit Amount Text: thirteen dollars and seventy five cents Total Amount Text: thirty seven thousand one hundred twenty five dollars Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 13.75			
Ameritex Guard Services	First Offer - \$13.90	2700 / hour	\$37,530.00		Y
Product Code: Unit Amount Text: thirteen dollars ninety cents Total Amount Text: thirty seven thousand five hundred thirty dollars no cents Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 13.90			
PRO SECURITY GROUP INC. [Ad]	First Offer - \$14.38	2700 / hour	\$38,826.00		Y
Product Code: Unit Amount Text: per hour Total Amount Text: annual Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 14.38			
Dennis Security and Professional Services, LLC	First Offer - \$14.40	2700 / hour	\$38,880.00		Y
Product Code: Unit Amount Text: fourteen dollars and forty cents Total Amount Text: Thirty eight thousand eight hundred and eighty dollars Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 14.40			
Arrow Security	First Offer - \$14.73	2700 / hour	\$39,771.00		Y
Product Code: Unit Amount Text: Fourteen dollars and seventy three cents Total Amount Text: Thirty nine thousand seven hundred seventy one dollars and no cents Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 14.73			
United Protective Services	First Offer - \$17.73	2700 / hour	\$47,871.00		Y
Product Code: Unit Amount Text: seventeen Dollars and Seventy Three Cents Total Amount Text: Forty Seven Thousand eight hundred seventy one Dollars Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 17.73			

B1305-14-NB--01-04 Adult Probation, South Unit, McKinney Falls					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Texas Star 1 USA	First Offer - \$12.75	1560 / hour	\$19,890.00	Y	Y
Product Code: Unit Amount Text: Twelve Dollars and seventy five cents Total Amount Text: nineteen thousand eight hundred and ninety dollars Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 12.75 Drug Screens are done on all commission officers twice a year per protocol for Texas Star Security. All backgrounds are checked prior to hiring process and again through DPS and FBI fingerprints.			
Marshal Security Office	 First Offer - \$13.40	1560 / hour	\$20,904.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate:			
ALL PRO SECURITY SERVICES	First Offer - \$13.75	1560 / hour	\$21,450.00		Y
Product Code: Unit Amount Text: thirteen dollars and seventy five cents Total Amount Text: twenty one thousand four hundred fifty dollars		Supplier Product Code: Supplier Notes: Hourly Rate: 13.75			


Created 07-25-13 @ 1:45pm

Agency Notes:					
Ameritex Guard Services	First Offer - \$13.90	1560 / hour	\$21,684.00		Y
Product Code: Unit Amount Text: thirteen dollars ninety cents Total Amount Text: twenty one thousand six hundred eighty four dollars no cents Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 13.90			
PRO SECURITY GROUP INC [Ad]	First Offer - \$14.38	1560 / hour	\$22,432.80		Y
Product Code: Unit Amount Text: per hour Total Amount Text: annual Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 14.38			
Dennis Security and Professional Services, LLC	First Offer - \$14.40	1560 / hour	\$22,464.00		Y
Product Code: Unit Amount Text: fourteen dollars and forty cents Total Amount Text: Twenty two thousand four hundred sixty four dollars Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 14.40			
Arrow Security	First Offer - \$14.73	1560 / hour	\$22,978.80		Y
Product Code: Unit Amount Text: Fourteen dollars and seventy three cents Total Amount Text: Twenty two thousand nine hundred seventy eight dollars and eighty cents Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 14.73			
United Protective Services	First Offer - \$17.73	1560 / hour	\$27,658.80		Y
Product Code: Unit Amount Text: seventeen Dollars and Seventy Three Cents Total Amount Text: Twenty Seven Thousand Six hundred and fifty eight dollars and eighty cents Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 17.73			

B1305-14-NB--01-05 Pre-Trial Services (Drug Diversion Court), 4011 McKinney Falls Pkwy					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Texas Star 1 USA	First Offer - \$12.75	988 / hour	\$12,597.00	Y	Y
Product Code: Unit Amount Text: Twelve dollars and seventy five cents Total Amount Text: Twelve thousand five hundred and ninety seven dollars Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 12.75 Drug Screens are done on all commission officers twice a year per protocol for Texas Star Security. All backgrounds are checked prior to hiring process and again through DPS and FBI fingerprints.			
Marshal Security Office	 First Offer - \$13.40	988 / hour	\$13,239.20		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate:			
ALL PRO SECURITY SERVICES	First Offer - \$13.75	988 / hour	\$13,585.00		Y
Product Code: Unit Amount Text: thirteen dollars and seventy five cents Total Amount Text: thirteen thousand five hundred eight five dollars Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 13.75			
Ameritex Guard Services	First Offer - \$13.90	988 / hour	\$13,733.20		Y
Product Code: Unit Amount Text: thirteen dollars ninety cents Total Amount Text: thirteen thousand seven hundred thirty three dollars twenty cents Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 13.90			
PRO SECURITY GROUP INC [Ad]	First Offer - \$14.38	988 / hour	\$14,207.44		Y
Product Code: Unit Amount Text: per hour Total Amount Text: annual		Supplier Product Code: Supplier Notes: Hourly Rate: 14.38			

Created 07-25-13 @ 1:45pm

Agency Notes:					
Dennis Security and Professional Services, LLC	First Offer - \$14.40	988 / hour	\$14,227.20		Y
Product Code: Unit Amount Text: fourteen dollars and forty cents Total Amount Text: Fourteen thousand two hundred twenty seven dollars and twenty cents Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 14.40			
Arrow Security	First Offer - \$14.73	988 / hour	\$14,553.24		Y
Product Code: Unit Amount Text: Fourteen dollars and seventy three cents Total Amount Text: Fourteen thousand five hundred fifty three dollars and twenty four cents Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 14.73			
United Protective Services	First Offer - \$17.73	988 / hour	\$17,517.24		Y
Product Code: Unit Amount Text: seventeen Dollars and Seventy Three Cents Total Amount Text: seventeen thousand five hundred and seventeen dollars and twenty four cents Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 17.73			

B1305-14-NB--01-06 Pre-Trial Services (Drug Diversion Court), Post Road					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Texas Star 1 USA	First Offer - \$12.75	1092 / hour	\$13,923.00	Y	Y
Product Code: Unit Amount Text: Twelve dollars and seventy five cents Total Amount Text: Thirteen thousand nine hundred and twenty three dollars Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 12.75			
Marshal Security Office	 First Offer - \$13.40	1092 / hour	\$14,632.80		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate:			
ALL PRO SECURITY SERVICES	First Offer - \$13.75	1092 / hour	\$15,015.00		Y
Product Code: Unit Amount Text: thirteen dollars and seventy five cents Total Amount Text: fifteen thousand fifteen dollars Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 13.75			
Ameritex Guard Services	First Offer - \$13.90	1092 / hour	\$15,178.80		Y
Product Code: Unit Amount Text: thirteen dollars ninety cents Total Amount Text: fifteen thousand one hundred seventy eight dollars eighty cents Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 13.90			
PRO SECURITY GROUP INC [Ad]	First Offer - \$14.38	1092 / hour	\$15,702.96		Y
Product Code: Unit Amount Text: per hour Total Amount Text: annual Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 14.38			
Dennis Security and Professional Services, LLC	First Offer - \$14.40	1092 / hour	\$15,724.80		Y
Product Code: Unit Amount Text: Fourteen dollars and forty cents Total Amount Text: Fifteen thousand seven hundred twenty four dollars and eighty cents Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 14.40			
Arrow Security	First Offer - \$14.73	1092 / hour	\$16,085.16		Y
Product Code: Unit Amount Text: Fourteen dollars and seventy three cents Total Amount Text: Sixteen thousand eighty five dollars and sixteen cents		Supplier Product Code: Supplier Notes: Hourly Rate: 14.73			

Created 07-25-13 @ 1:45pm


Agency Notes:					
United Protective Services	First Offer - \$17.73	1092 / hour	\$19,361.16		Y
Product Code: Unit Amount Text: seventeen Dollars and Seventy Three Cents Total Amount Text: nineteen thousand three hundred sixty one dollars and sixteen cents Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 17.73			

B1305-14-NB--01-07 Travis County Expo Center					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Texas Star 1 USA	First Offer - \$12.75	3640 / hour	\$46,410.00	Y	Y
Product Code: Unit Amount Text: Twelve dollars and seventy five cents Total Amount Text: Forty six thousand four hundred and ten dollars Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 12.75			
Marshal Security Office	 First Offer - \$13.40	3640 / hour	\$48,776.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate:			
ALL PRO SECURITY SERVICES	First Offer - \$13.75	3640 / hour	\$50,050.00		Y
Product Code: Unit Amount Text: thirteen dollars and seventy five cents Total Amount Text: fifty thousand fifty dollars Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 13.75			
Ameritex Guard Services	First Offer - \$13.90	3640 / hour	\$50,596.00		Y
Product Code: Unit Amount Text: thirteen dollars ninety cents Total Amount Text: fifty thousand five hundred ninety six dollars no cents Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 13.90			
PRO SECURITY GROUP INC [Ad]	First Offer - \$14.38	3640 / hour	\$52,343.20		Y
Product Code: Unit Amount Text: per hour Total Amount Text: annual Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 14.38			
Dennis Security and Professional Services, LLC	First Offer - \$14.40	3640 / hour	\$52,416.00		Y
Product Code: Unit Amount Text: Fourteen dollars and forty cents Total Amount Text: Fifty two thousand four hundred sixteen dollars Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 14.40			
Arrow Security	First Offer - \$14.73	3640 / hour	\$53,617.20		Y
Product Code: Unit Amount Text: Fourteen dollars and seventy three cents Total Amount Text: Fifty three thousand six hundred seventeen dollars and twenty cents Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 14.73			
United Protective Services	First Offer - \$17.73	3640 / hour	\$64,537.20		Y
Product Code: Unit Amount Text: seventeen Dollars and Seventy Three Cents Total Amount Text: sixty four thousand five hundred thirty seven dollars and twenty cents Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 17.73			

B1305-14-NB--01-08 Overtime Rate per Hour					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ALL PRO SECURITY SERVICES	First Offer - \$13.75	1 / hour	\$13.75		Y
Product Code: Unit Amount Text: thirteen dollars and seventy five cents		Supplier Product Code: Supplier Notes: Hourly Rate: 13.75			


Created 07-25-13 @ 1:45pm

Total Amount Text: thirteen dollars and seventy five cents Agency Notes: Marshal Security Office		 First Offer - \$17.54	1 / hour	\$17.54		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate:				
Texas Star 1 USA		First Offer - \$19.13	1 / hour	\$19.13	Y	Y
Product Code: Unit Amount Text: Nineteen dollars and thirteen cents Total Amount Text: nineteen dollars and thirteen cents Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 19.13				
Ameritex Guard Services		First Offer - \$20.85	1 / hour	\$20.85		Y
Product Code: Unit Amount Text: twenty dollars eighty five cents Total Amount Text: twenty dollars eighty five cents Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 20.85				
PRO SECURITY GROUP INC [Ad]		First Offer - \$21.57	1 / hour	\$21.57		Y
Product Code: Unit Amount Text: per hour Total Amount Text: annual Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 21.57				
Dennis Security and Professional Services, LLC		First Offer - \$21.60	1 / hour	\$21.60		Y
Product Code: Unit Amount Text: Twenty one dollars and sixty cents Total Amount Text: Twenty one dollars and sixty cents Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 21.60				
Arrow Security		First Offer - \$22.10	1 / hour	\$22.10		Y
Product Code: Unit Amount Text: Twenty two dollars and ten cents Total Amount Text: Twenty two dollars and ten cents Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 22.10				
United Protective Services		First Offer - \$26.60	1 / hour	\$26.60		Y
Product Code: Unit Amount Text: twenty six dollars and sixty cents Total Amount Text: twenty six dollars and sixty cents Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 26.60				

B1305-14-NB--02-01 On-Site Un-armed Security Guard Services: : Adult Probation Mental Health Unit						
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs	
Ameritex Guard Services	First Offer - \$11.22	2080 / hour	\$23,337.60		Y	
Product Code: Unit Amount Text: eleven dollars twenty two cents Total Amount Text: twenty three thousand three hundred thirty seven dollars sixty cents Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 11.22				
Texas Star 1 USA	First Offer - \$12.14	2080 / hour	\$25,251.20	Y	Y	
Product Code: Unit Amount Text: Twelve dollars and fourteen cents Total Amount Text: Twenty five thousand two hundred fifty one dollars and twenty cents Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 12.14				
Arrow Security	First Offer - \$12.31	2080 / hour	\$25,604.80		Y	
Product Code: Unit Amount Text: Twelve dollars and thirty one cents Total Amount Text: Twenty five thousand six hundred four dollars and eighty cents Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 12.31				
Marshal Security Office	 First Offer - \$13.28	2080 / hour	\$27,622.40		Y	

Created 07-25-13 @ 1:45pm

Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate:			
Dennis Security and Professional Services, LLC	First Offer - \$13.40	2080 / hour	\$27,872.00		Y
Product Code: Unit Amount Text: Thirteen dollars and forty cents Total Amount Text: Twenty seven thousand eight hundred and seventy two dollars Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 13.40			
ALL PRO SECURITY SERVICES	First Offer - \$13.75	2080 / hour	\$28,600.00		Y
Product Code: Unit Amount Text: thirteen dollars and seventy five cents Total Amount Text: twenty eight thousand six hundred Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 13.75			
PRO SECURITY GROUP INC [Ad]	First Offer - \$13.88	2080 / hour	\$28,870.40		Y
Product Code: Unit Amount Text: per hour Total Amount Text: annual Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 13.88			
United Protective Services	First Offer - \$15.39	2080 / hour	\$32,011.20		Y
Product Code: Unit Amount Text: Fifteen dollars and thirty nine cents Total Amount Text: thirty two thousand eleven dollars and twenty cents Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 15.39			

B1305-14-NB--02-02 On-Site Un-armed Security Guard Services: : Overtime Charges					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ALL PRO SECURITY SERVICES	First Offer - \$13.75	1 / hour	\$13.75		Y
Product Code: Unit Amount Text: thirteen dollars and seventy five cents Total Amount Text: thirteen dollars and seventy five cents Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 13.75			
Marshal Security Office	 First Offer - \$16.75	1 / hour	\$16.75		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate:			
Ameritex Guard Services	First Offer - \$16.83	1 / hour	\$16.83		Y
Product Code: Unit Amount Text: sixteen dollars eighty three cents Total Amount Text: sixteen dollars eighty three cents Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 16.83			
Texas Star 1 USA	First Offer - \$18.21	1 / hour	\$18.21	Y	Y
Product Code: Unit Amount Text: Eighteen dollars and twenty one cents Total Amount Text: Eighteen dollars and twenty one cents Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 18.21			
Arrow Security	First Offer - \$18.47	1 / hour	\$18.47		Y
Product Code: Unit Amount Text: Eighteen dollars and forty seven cents Total Amount Text: Eighteen dollars and forty seven cents Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 18.47			
Dennis Security and Professional Services, LLC	First Offer - \$20.10	1 / hour	\$20.10		Y
Product Code: Unit Amount Text: Twenty dollars and ten cents Total Amount Text: Twenty dollars and ten cents Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 20.10			
PRO SECURITY GROUP INC [Ad]	First Offer - \$21.57	1 / hour	\$21.57		Y

Created 07-25-13 @ 1:45pm

Product Code: Unit Amount Text: per hour Total Amount Text: annual Agency Notes: United Protective Services	First Offer - \$23.09	Supplier Product Code: Supplier Notes: Hourly Rate: 21.57 1 / hour	\$23.09	Y
Product Code: Unit Amount Text: twenty three dollars and nine cents Total Amount Text: twenty three dollars and nine cents Agency Notes:		Supplier Product Code: Supplier Notes: Hourly Rate: 23.09		

Supplier Totals

Texas Star 1 USA		\$187,009.54 (10/10 items)	
Bid Contact Kay Cole texas.star.dfw@gmail.com Ph 817-710-0305 Fax 817-548-0171	Address 2221 W. Arkansas #105 Pantego, TX 76013		
Qualifications CISV TX	Bid Notes No suncontracting will be used by TX STAR US, INC dba: Texas Star Security due to our company as whole has a macehanic shop, a uniform shop, and alarm division and a traing academy.		
Agency Notes:	Supplier Notes: No suncontracting will be used by TX STAR US, INC dba: Texas Star Security due to our company as whole has a macehanic shop, a uniform shop, and alarm division and a traing academy.		
Marshal Security Office		\$197,622.29 (10/10 items)	
Bid Contact Akpaka Prince admin@marshalso.com Ph 512-528-1088	Address P.O. Box 1586 Leander, TX 78641		
Bid Notes Paper bid submitted	Agency Notes:		
Supplier Notes: Paper bid submitted			
Ameritex Guard Services		\$199,682.88 (10/10 items)	
Bid Contact Roxanne Hockenberry roxannehockenberry@ameritexgs.com Ph 972-231-6395	Address 100 N Central Expy Suite 350 Richardson, TX 75080		
Qualifications DBE HUB MBE NCTRCA TX WBE	Agency Notes:		
Supplier Notes:			
ALL PRO SECURITY SERVICES		\$203,032.50 (10/10 items)	
Bid Contact martin jeakle info@allprosecurityservices.com Ph 866-493-6035	Address 17356 W. 12 Mile Southfield, MI 48076		
Agency Notes:	Supplier Notes:		
Dennis Security and Professional Services, LLC		\$210,563.30 (10/10 items)	
Bid Contact Anthony Dennis adennis@dsaps.net Ph 512-916-4100 Fax 512-916-4102	Address 2101 South IH 35, Suite 203 Austin, TX 78741		
Qualifications HUB	Agency Notes:		
Supplier Notes:			
PRO SECURITY GROUP INC [Ad]		\$211,309.46 (10/10 items)	
Bid Contact DENISE NICHOLSON denise@prosecuritygroup.com Ph 254-753-7766	Address 100 N 6th 317 WACO, TX 76701		
Qualifications HUB SB TX WBE			

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Agency Notes:		Supplier Notes:	
<u>Arrow Security</u>		\$212,480.69 (10/10 items)	
Bid Contact	Lee Cox <u>lcx@arrowsecurity.net</u> Ph 254-307-8838	Address	520 E. Yeagua Groesbeck, TX 76642
Qualifications	TX		
Bid Notes	If the bid is awarded to Arrow Security, A Supervisor will be provided at no charge to the client. This supervisor will work 20 hours during the week roving from location to location, during both days and nights, ensuring the policies and procedures of the client are being enforced. This supervisor position will be in addition to the contract manager assigned for this contract.		
Agency Notes:		Supplier Notes:	
		If the bid is awarded to Arrow Security, A Supervisor will be provided at no charge to the client. This supervisor will work 20 hours during the week roving from location to location, during both days and nights, ensuring the policies and procedures of the client are being enforced. This supervisor position will be in addition to the contract manager assigned for this contract.	
<u>United Protective Services</u>		\$256,948.21 (10/10 items)	
Bid Contact	Phillip Adams <u>phillip.adams@united-protective.com</u> Ph 512-808-5745	Address	4408 Spicewood Springs Road Austin, TX 78759
Agency Notes:		Supplier Notes:	

**



Travis County Commissioners Court Agenda Request

Meeting Date: July 30, 2013

Prepared By/Phone Number: Kent Hubbard, 854-6458

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

Commissioners Court Sponsor: Judge Biscoe

Agenda Language:

DECLARE USED TASER X12 SHOTGUNS AS SURPLUS AND AUTHORIZE TRADE-IN FOR PURCHASE OF NEW TASER AXON FLEX VIDEO SYSTEM, PURSUANT TO SECTION 263.152(A)(2) OF THE TEXAS LOCAL GOVERNMENT CODE.

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

Travis County Sheriff's Office has six (6) Taser X12 shotguns that are Travis County fixed assets. TCSO is requesting that these firearms be included in a trade-in with Taser International for six (6) Taser Axon Flex video systems, an "on-officer" video recording device. Taser International no longer manufactures the shotgun or cartridge used in the X12 shotgun. The resulting trade-in will be an even monetary exchange. The Taser X12 units were inadvertently sent to Taser International prior to Court authorization to trade-in the items. Court approval will allow us to correct the error.

The Taser shotguns were viewed as a less lethal option when they were purchased. The Sheriff's Office believes the Axon Flex systems will not only allow them to analyze the movements of students, but also teach and demonstrate less-lethal methodology. This can be accomplished by affording the students the opportunity to review what they were actually seeing when they progressed through critical training scenarios and ultimately make lethal, less-lethal decisions.

Inventory of existing Taser X12 shotguns from SAP inventory attached.



Prepared By	Shawn Spencer	Created Date	4/15/2013
Company Name	TASER International	Expiration Date	7/21/2012
Company Address	17800 N. 85th Street Scottsdale, AZ 85255-9603 US	Quote Number	00002868
Phone	(480) 326-5378	Fax	(480) 905-2021
E-mail	shawn@taser.com		

Customer Information

Account Name	Travis County Sheriff's Office	Email	ronnie.hawkins@co.travis.tx.us
Contact Name	Ronnie Hawkins	Phone	(512) 854-2194
AX Account Number	113380		

Shipping and Billing Information

Bill To Name	Travis County Sheriff's Office	Ship To Name	Travis County Sheriff's Office
Bill To	3614 BILL PRICE ROAD Del Valle, TX 78617 US	Ship To	3614 BILL PRICE ROAD Del Valle, TX 78617 US

Part Number	Product	Quantity	Sales Price	Total Price
73006	CONTROLLER, HOLSTER, STANDARD UNIFORM, CLIP, FLEX	6.00	USD 32.95	USD 197.70
73030	KIT, AXON, FLEX	6.00	USD 1,044.95	USD 6,269.70
73034	OAKLEY FLAK JACKET® KIT, FLEX	6.00	USD 164.95	USD 989.70
X12 Trade In	X12 Trade In	6.00	USD -1,242.85	USD -7,457.10

Subtotal	USD 0.00
Total Price	USD 0.00
Shipping and Handling	USD 0.00
Grand Total	USD 0.00

Quote Acceptance:

Printed Name	_____	Date	_____
Signature:		PO#:	_____

By signing you are agreeing to the terms and conditions below. They are also listed here, <http://www.taser.com/images/resources-and-legal/sales-terms-a>

TASER International, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers

(Effective January 15, 2013)

These Sales Terms and Conditions apply to your purchase of all TASER International, Inc. ("TASER") products purchased directly from TASER. Goods sold by TASER are expressly subject to and conditioned upon the terms and conditions set forth below. By accepting delivery of the product, you accept and are bound to these Sales Terms and Conditions. Any different or additional terms set forth by you, whether in your purchase order or another communication, are expressly objected to and will not be binding on TASER unless agreed to in writing by an authorized officer of TASER.



Asset Master Record Detail Report

Data Warehouse Last Refresh: 04/19/2013 02:41:43 AM

Asset Desc	S/N	VIN #	Equip #	Cap Date	Asset (SAP) #	Inventory (tag) #	Resp Cost Center - Dept	Location Key	Location	Room	Employee	Acquisition Value
TASER X12-LLMOSSBERG SHOTGUN	X1200724	#	#	3/6/2012	1034189	X1200724	1370750001	SWATUNIT	TC Swat Unit	#	Not assigned	\$ 599.00
TASER X12-LLMOSSBERG SHOTGUN	X1200783	#	#	3/6/2012	1034190	X1200783	1370750001	SWATUNIT	TC Swat Unit	#	Not assigned	\$ 599.00
TASER X12-LLMOSSBERG SHOTGUN	X1200803	#	#	3/6/2012	1034191	X1200803	1370750001	SWATUNIT	TC Swat Unit	#	Not assigned	\$ 599.00
TASER X12-LLMOSSBERG SHOTGUN	X1200804	#	#	3/6/2012	1034192	X1200804	1370750001	SWATUNIT	TC Swat Unit	#	Not assigned	\$ 599.00
TASER X12-LLMOSSBERG SHOTGUN	X1200886	#	#	3/6/2012	1034193	X1200886	1370750001	SWATUNIT	TC Swat Unit	#	Not assigned	\$ 599.00
TASER X12-LLMOSSBERG SHOTGUN	X1201215	#	#	3/6/2012	1034194	X1201215	1370750001	SWATUNIT	TC Swat Unit	#	Not assigned	\$ 599.00



Greg Hamilton, Travis County Sheriff
MEMORANDUM

To: Kent Hubbard

From: Ronnie Hawkins #1776 *RH1776*

Subject: TASER X12 / Axon Flex Swap

Date: 4/23/13

This memorandum is to inform you of the equipment that I will be swapping with TASER International. Travis County Sheriff's Office purchased six TASER X12 Shotgun from TASER International and now have been informed that TASER has discontinued making the round these particular weapons use. After contacting TASER International about this, they have agreed to a swap of weapon systems. TASER International has agreed that if the six X12 Shotguns are shipped back to them they will in exchange ship six Axon Flex systems back to me. Below are the items that will be shipped to TASER International:

**TASER X12 LLS Mossberg Shotgun – Serial Number X1200724 (Asset # 1034189)
TASER X12 LLS Mossberg Shotgun – Serial Number X1200783 (Asset # 1034190)
TASER X12 LLS Mossberg Shotgun – Serial Number X1200803 (Asset # 1034191)
TASER X12 LLS Mossberg Shotgun – Serial Number X1200804 (Asset # 1034192)
TASER X12 LLS Mossberg Shotgun – Serial Number X1200886 (Asset # 1034193)
TASER X12 LLS Mossberg Shotgun – Serial Number X1201215 (Asset # 1034194)**

Items to be received:

**TASER Axon Flex – Serial Number X78008111
TASER Axon Flex – Serial Number X78008357
TASER Axon Flex – Serial Number X78008508
TASER Axon Flex – Serial Number X78007942
TASER Axon Flex – Serial Number X78008360
TASER Axon Flex – Serial Number X78008044**



Travis County Commissioners Court Agenda Request

Meeting Date: July 30, 2013

Prepared By/Phone Number: Jesus Angel Gómez/854-1187; Marvin Brice, CPPB/854-9765

Elected/Appointed Official/Dept. Head: Cyd V. Grimes, C.P.M., CPPO

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve contract award for the TCCC B140-B160 Remodel Control Room Countertops, IFB No. 1211-004-AG, to the sole bidder, QA Construction Services, Inc.

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

This contract requires the Contractor to provide labor, equipment, materials and supervision necessary for the renovations, modifications and installation of new countertops for the controls rooms at the Travis County Correction Complex Buildings 140 and 160, 3614 Bill Price Road, Del Valle, Texas.

IFB 1211-004-AG was issued on April 10, 2013, to solicit bids for the project referenced above. After a total of twenty-four (24) vendors were solicited, one (1) bid was received electronically in response to the solicitation when subject IFB opened on May 1, 2013, at 2:00 p.m. The sole bidder was from QA Construction Services, Inc., with a Base Bid of \$7,750, and eight (8) Alternative Bids Items totalling \$52,900 for a total of \$60,650. Potential bidders that did not submit a bid were contacted in an effort to determine why. One indicated they could not provide the service, another stated their current workload did not allow for an additional project and the last indicated it was outside their scope work. As a matter of interest to the Court, the reason there is zero HUB participation is that the Contractor will be self-performing the work so there are no available subcontracting opportunities.

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.

Project was estimated at \$55,371.00. Travis County Sheriff's Office (TCSO) Engineer recommends that a contract be awarded to QA Construction Services, Inc., in the amount of \$60,650 (Base Bid and all Alternates). Bid is within 8.8% of the estimated cost. TCSO has determined that the price is fair and reasonable. Purchasing concurs with TCSO's contract award recommendation.

➤ **Contract-Related Information:**

Award Amount: \$60,650

Contract Type: Construction

Contract Period: 90 Calendar Days after NTP issuance

➤ **Solicitation-Related Information:**

Solicitations Sent: 24

Responses Received: 1

HUB Information: 0

% HUB Subcontractor: 0

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

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

Comments:

➤ **Funding Information:**

Shopping Cart in SAP: 1000036161

Cost Center-G/L no'(s): 1370440000-522020

1378000001-522020

Comments:



construction services

QA Construction Services, Inc.
5811 Blue Bluff Road
Austin, TX 78724
Phone 512-637-6120
Fax 512-637-8811

May 8, 2013

Travis County
700 Lavaca Street, Ste 800
Austin, TX 78701

RE: B1211-004-AG - TCCC B140-B160 REMODEL CONTROL ROOM COUNTERTOPS

Dear Mr. Gomez:

Regarding the conversation we had about the counter-tops bid, as I explained to you, the day of the bid we got confused with respect to the amount of counter-tops per room. Therefore, I have prepared a spreadsheet that reflects the new prices corrected.

Please, see below.

If you find everything correct, please take this as the new corrected price.

<u>TCSO#</u>	<u>DRAWING NUMBER</u>	<u>QUOTED PRICE</u>
229916	1-110	\$7,750.00
229916	1-111	6,450.00
229916	1-112	6,450.00
229916	1-113	6,450.00
229916	1-114	6,450.00
229916	1-115	7,750.00
229920	1-116	6,450.00
229920	1-117	6,450.00
229920	1-118	6,450.00
TOTAL		<u><u>\$60,650.00</u></u>

Sincerely,

Marcos Gutierrez
President
QA Construction Services, Inc.

RECEIVED
TRAVIS COUNTY
PURCHASING
OFFICE
2013MAY -8 PM12:15

**BID #B1211-004-AG- TCCC B140-B160 REMODEL CONTROL ROOM
COUNTERTOPS**

<u>TCSO#</u>	<u>DRAWING NUMBER</u>	<u>QUOTED PRICE</u>
229916	1-110	\$7,750.00
229916	1-111	6,450.00
229916	1-112	6,450.00
229916	1-113	6,450.00
229916	1-114	6,450.00
229916	1-115	7,750.00
229920	1-116	6,450.00
229920	1-117	6,450.00
229920	1-118	6,450.00
	TOTAL	<u><u>\$60,650.00</u></u>

Created 07-25-13 @ 1:45pm

Bid #B1211-004-AG - TCCC B140-B160 REMODEL CONTROL ROOM COUNTERTOPS

Creation Date Nov 9, 2012

End Date May 1, 2013 2:00:00 PM CDT

Start Date Apr 10, 2013 3:37:07 PM CDT

Awarded Date Not Yet Awarded

B1211-004-AG--01-01 1211-004-AG, DRAWING 1-110; B140 (2) CONTROL ROOM						
Supplier	Unit Price	Qty/Unit	Total Price	Difference	Attch.	Docs
OA CONSTRUCTION SERVICES, INC.	First Offer - \$27,450.00	1 / lump sum	\$27,450.00	\$0.00		Y
Base Product Code:		Supplier Product Code:				
Unit Amount Text: Twenty seven four hundred fifty		Supplier Notes:				
Total Amount Text: Twenty seven four hundred fifty						
Agency Notes:						
B1211-004-AG--01-01-01 Alternate A1, DRAWING 1-111; B140 POST A						
Supplier	Unit Price	Qty/Unit	Total Price	Difference	Attch.	Docs
OA CONSTRUCTION SERVICES, INC.	First Offer - \$7,750.00	1 / lump sum	\$7,750.00	(\$19,700.00)		Y
Option Product Code:		Supplier Product Code:				
Base Title: 1211-004-AG, DRAWING 1-110; B140 (2) CONTROL ROOM		Supplier Notes:				
Unit Amount Text: Seven Thousand seven hundred fifty						
Total Amount Text: Seven Thousand seven hundred fifty						
Agency Notes:						
B1211-004-AG--01-01-02 Alternate A2, DRAWING 1-112; B140 POST B						
Supplier	Unit Price	Qty/Unit	Total Price	Difference	Attch.	Docs
OA CONSTRUCTION SERVICES, INC.	First Offer - \$7,750.00	1 / lump sum	\$7,750.00	(\$19,700.00)		Y
Option Product Code:		Supplier Product Code:				
Base Title: 1211-004-AG, DRAWING 1-110; B140 (2) CONTROL ROOM		Supplier Notes:				
Unit Amount Text: Seven Thousand seven hundred fifty						
Total Amount Text: Seven Thousand seven hundred fifty						
Agency Notes:						
B1211-004-AG--01-01-03 Alternate A3, DRAWING 1-113; B140 POST G						
Supplier	Unit Price	Qty/Unit	Total Price	Difference	Attch.	Docs
OA CONSTRUCTION SERVICES, INC.	First Offer - \$6,450.00	1 / lump sum	\$6,450.00	(\$21,000.00)		Y
Option Product Code:		Supplier Product Code:				
Base Title: 1211-004-AG, DRAWING 1-110; B140 (2) CONTROL ROOM		Supplier Notes:				
Unit Amount Text: Six thousand four hundred fifty						
Total Amount Text: Six thousand four hundred fifty						
Agency Notes:						
B1211-004-AG--01-01-04 Alternate A4, DRAWING 1-114; B140 POST H						
Supplier	Unit Price	Qty/Unit	Total Price	Difference	Attch.	Docs
OA CONSTRUCTION SERVICES, INC.	First Offer - \$6,450.00	1 / lump sum	\$6,450.00	(\$21,000.00)		Y
Option Product Code:		Supplier Product Code:				
Base Title: 1211-004-AG, DRAWING 1-110; B140 (2) CONTROL ROOM		Supplier Notes:				
Unit Amount Text: Six thousand four hundred fifty						
Total Amount Text: Six thousand four hundred fifty						
Agency Notes:						
B1211-004-AG--01-01-05 Alternate A5, DRAWING 1-115; B160 (3) CONTROL ROOM						
Supplier	Unit Price	Qty/Unit	Total Price	Difference	Attch.	Docs
OA CONSTRUCTION SERVICES, INC.	First Offer - \$23,250.00	1 / lump sum	\$23,250.00	(\$4,200.00)		Y
Option Product Code:		Supplier Product Code:				
Base Title: 1211-004-AG, DRAWING 1-110; B140 (2) CONTROL ROOM		Supplier Notes:				
Unit Amount Text: Twenty three thousand two hundred fifty						
Total Amount Text: Twenty three thousand two hundred fifty						
Agency Notes:						
B1211-004-AG--01-01-06 Alternate A6, DRAWING 1-116; B160 POST A						

Created 07-25-13 @ 1:45pm

Supplier	Unit Price	Qty/Unit	Total Price	Difference	Attch.	Docs
QA CONSTRUCTION SERVICES, INC.	First Offer - \$7,750.00	1 / lump sum	\$7,750.00	(\$19,700.00)		Y
Option Product Code: Base Title: 1211-004-AG, DRAWING 1-110; B140 (2) CONTROL ROOM Unit Amount Text: Seven Thousand seven hundred fifty Total Amount Text: Seven Thousand seven hundred fifty Agency Notes:		Supplier Product Code: Supplier Notes:				
B1211-004-AG--01-01-07 Alternate A7, DRAWING 1-117; B160 POST B						
Supplier	Unit Price	Qty/Unit	Total Price	Difference	Attch.	Docs
QA CONSTRUCTION SERVICES, INC.	First Offer - \$7,750.00	1 / lump sum	\$7,750.00	(\$19,700.00)		Y
Option Product Code: Base Title: 1211-004-AG, DRAWING 1-110; B140 (2) CONTROL ROOM Unit Amount Text: Seven Thousand seven hundred fifty Total Amount Text: Seven Thousand seven hundred fifty Agency Notes:		Supplier Product Code: Supplier Notes:				
B1211-004-AG--01-01-08 Alternate A8, DRAWING 1-118; B160 POST C						
Supplier	Unit Price	Qty/Unit	Total Price	Difference	Attch.	Docs
QA CONSTRUCTION SERVICES, INC.	First Offer - \$7,750.00	1 / lump sum	\$7,750.00	(\$19,700.00)		Y
Option Product Code: Base Title: 1211-004-AG, DRAWING 1-110; B140 (2) CONTROL ROOM Unit Amount Text: Seven Thousand seven hundred fifty Total Amount Text: Seven Thousand seven hundred fifty Agency Notes:		Supplier Product Code: Supplier Notes:				

Supplier Totals

QA CONSTRUCTION SERVICES, INC.	\$102,350.00 (9/9 items)
Bid Contact MARCOS GUTIERREZ mq@gasystems.com Ph 512-637-6120 Fax 512-637-8811	Address 5811 Blue Bluff Road AUSTIN, TX 78724
Agency Notes:	Supplier Notes:

**



JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON
TRAVIS COUNTY SHERIFF

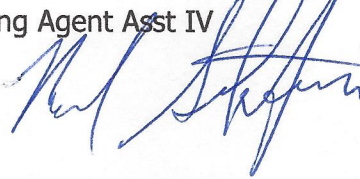
P.O. Box 1748
Austin, Texas 78767
(512) 854-9770
www.tcsheriff.org

DARREN LONG
Major - Corrections

PHYLLIS CLAIR
Major - Law Enforcement

MARK SAWA
Major - Administration & Support

MEMORANDUM

TO: Angel Gomez, Purchasing Agent Asst IV
FROM: Mark Stefanov, P.E. 
DATE: May 16, 2013
SUBJECT: Award Recommendation Memo for Contract 4400001269

This is the award recommendation for the **TCCC B140-B160 Remodel Control Room Countertops** to QA CONSTRUCTION SERVICES, INC. TCSO Finance has been tasked with transferring funds to cover the award for the bid price that is above the previously stated budget by \$5,279 and entering a shopping cart. I understand that Purchasing will proceed without delay, but that funding must be transferred, and an appropriate shopping cart must be created, before invoicing to allow for a purchase order to be created.

Square Feet:		1,800
TOTAL PROJECT BUDGET:	\$	60,650
Design:	\$	-
Upgrade:	\$	60,650
No Contingency Available	\$	-
Construction+ 3%:	\$	60,650
Contingency used	\$	-
	\$	60,650
\$/Sq.Ft.:	\$	34

Fund 1378000001 has \$25,371.00, which were unspent funds from the base project, "Security Control Panels Bldgs 2 & 3".

Fund 1370440000 has \$30,000.00 under an unknown to me funds reservation for GL account 522020 transferred from SCAAP funds.

The \$5,279 is pending transfer by TCSO Finance and details are currently unknown to me.

Sheriff's Office Work Order numbers **229920 and 229916**
Sheriff's Office Requisition-Request number: **5640**
SAP Funds Reservation number: **See above**
Estimated schedule: **90 days**
Liquidated Damage per day: **\$100**

Please contact me with any questions at 45321. Your assistance in this matter will be greatly appreciated.

CC: Sheriff's Office Engineer's File, Ron Rizzato, Major Long, Maria Wedhorn



Safety, Integrity, Tradition of Service

Shopping cart	
Number :	1000036161
Name :	45395 RIZZATR 07/02/2013 11:20
Date :	07/02/2013

Goods recipient:
 RONALD RIZZATO
 137Fin
 137SO AS: Finance
 700 Lavaca Street
 AUSTIN TX 78701

Delivery point:
 Travis County
 Travis County
 DEL VALLE CORRECTIONAL
 3614 BILL PRICE RD, BLDG 110
 DEL VALLE TX 78617

Item	Product number	Description	Subm. deadline/ext. bid	Supplier product no.	Net value
Delivery date/ Performance period	Order quantity	Unit	Price per unit		
1		Countertop refurbishment			
08/31/2013	60,650.00	EA	1.00 USD		60,650.00 USD
Item long text Countertop refurbishment Bldg's 140 and 160 for Security Control Panel project.					
Total value:				60,650.00	USD
Tax amount:				0.00	USD
Total value (gross):				60,650.00	USD

for item 1
Account assignment

Value	Assigned to	G/L account	Business area
30,650.00	Cost Center 1378000001	522020	1000
30,000.00	Cost Center 1370440001	522020	1000
Location		Requester:	
Company	RONALD RIZZATO		
Central Plant	137Fin		
700 Lavaca Suite 800	137SO AS: Finance		
AUSTIN TX 78701	700 Lavaca Street		
USA	AUSTIN TX 78701		
	USA		

AGREEMENT FOR CONSTRUCTION SERVICES

CONTRACT NO. 4400001269; IFB NO. 1211-004-AG

This Agreement for Construction Services (the "Construction Contract") is entered into by and between Travis County, Texas, a political subdivision of the State of Texas (the "Owner"), and QA Construction Services, Inc. (the "Contractor").

WHEREAS, the Owner desires to enter into the Construction Contract for the TCCC B140-B160 Remodel Control Room Countertops (the "Project") in accordance with the provisions of the state statutes and in conformance with the Notice to Proceed (as issued by the Travis County Purchasing Agent), the Contractor's Bid (including the Bidding Documents, the Bid Form, any appendices to the Specifications addressing additional technical or other Project requirements, and any Addenda or Amendments thereto), General Conditions, Supplementary Conditions, and the Specifications, which term shall include the Drawings and/or Plans marked as, TCCC B140-B160 Remodel Control Room Countertops IFB No. 1211-004-AG; and

WHEREAS, the Contractor has been engaged in and does comparable work and represents that it is fully equipped, competent and capable of performing the above-desired work, and desires to perform such work in accordance with the provisions of the Construction Contract; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions stated herein, the Owner and the Contractor agree as follows:

ARTICLE I

- 1.1 In addition to such other terms as may be specifically defined herein, the capitalized terms referenced herein shall have the meanings ascribed to such terms in the General Conditions.
- 1.2 The written notice to proceed as issued by the Travis County Purchasing Agent (the "Notice to Proceed"), the Contractor's Bid as accepted by the Travis County Commissioners Court, the General Conditions, the Supplementary Conditions, the Specifications (which term shall include the Drawings and Plans marked TCCC B140-B160 Remodel Control Room Countertops IFB No. 1211-004-AG, any appendices to the Specifications addressing additional technical or other Project requirements, and all addenda issued by the Architect/Engineer or the Travis County Purchasing Agent prior to the execution of this Construction Contract are incorporated in the Construction Contract as if set out at length.
- 1.3 The Contractor agrees to perform the work described in this Construction Contract and any and all documents incorporated therein (the "Work"). The Contractor shall commence the Work upon issuance of the Notice to Proceed, and subject to authorized adjustments, shall achieve substantial completion of the Work within 120 calendar days of such issuance (the "Substantial Completion Date"). All time limits stated in the Construction Contract, and/or the Contract Documents are of the essence. The Substantial Completion Date will not be modified, extended, or otherwise revised except because of rain or other adverse weather conditions or as expressly provided in the Construction Contract documents, and the Contractor acknowledges that it may be required to work on weekends or holidays in order to achieve substantial completion by the Substantial Completion Date.
- 1.4 If the Contractor fails to achieve substantial completion of the Work by the Substantial Completion Date, the Contractor, by execution of this Construction Contract, specifically acknowledges that the Owner will sustain damages for each day the Work extends beyond the Substantial Completion Date. Because of the impracticality and extreme difficulty of fixing and ascertaining the Owner's actual damages, the Contractor agrees \$100.00 per calendar day shall be retained by the Owner from any amounts due the Contractor for every day that the Contractor's performance of the Work extends beyond the Substantial Completion Date.

ARTICLE II

- 2.1 For and in consideration of the Contractor's performance of the Work, the Owner shall pay the Contractor, in the manner provided for in Article 9 of the General Conditions, the total sum of \$60,650.00 (the "Contract Sum"). The Contract Sum is comprised of (i) \$30,000.00 for materials to be incorporated into the Project or completely consumed at the job site and services required by or integral to the performance of this Construction Contract and (ii) \$30,500.00 for all other charges, including the cost of other services, overhead, and materials which do not become part of the finished project or are reusable. This division of the Contract Sum is made to reflect sales tax purposes only. Invoices and payments need not reflect this division. However, Contractor shall maintain internal records to verify. Contractor shall make these records available upon request of the Travis County Auditor.
- 2.2 If at any time during the performance of this Construction Contract the Travis County Commissioners Court (i) fails to provide funding for this Construction Contract during the following fiscal year of Travis County, Texas, (ii) does not adopt a budget for expenditures, or (iii) is able only to partially fund the expenditures required by this Construction Contract, then the Owner may, upon giving the Contractor written notice of such failure to fund and termination, terminate this Construction Contract, or a part thereof, without any further liability, effective thirty (30) days after the Owner notifies the Contractor in writing of such failure to fund and termination. The Owner shall pay the Contractor for any portion of the Work completed up to the effective date. The Contractor shall have no recourse as to sums beyond those for any portion of the Work performed up to the effective date, including without limitation any recovery for lost profits anticipated to be made hereunder.
- 2.3 This Construction Contract may be amended only by a Travis County construction "Change Order" form signed by the Travis County Facilities Management Department (TCFMD), the Contractor, the Purchasing Agent, and the Commissioners Court, as necessary.
- 2.4 The Owner may terminate this Construction Contract if it is found that the Contractor offered or gave gratuities to any employee of the Owner with the intent to influence the purchasing process in any manner, either before or after the award of this Construction Contract. The Travis County Commissioners Court shall determine if the Contractor used gratuities to influence the process. If so determined and the Owner terminates this Construction Contract, the Owner shall be entitled to (i) pursue the same remedies against the Contractor as it could pursue if this Construction Contract were breached by the Contractor, and (ii) collect exemplary damages in an amount determined by the Travis County Commissioners Court which shall be not less than three nor more than ten times the amount given to any officer or employee of the Owner. The rights and remedies in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.
- 2.5 The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Construction Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees and established commercial selling agencies maintained by the Contractor to secure business. If the Contractor breaches this warranty, then the Owner shall have the right to terminate this Construction Contract without liability, or in its discretion to deduct from the amount due to the Contractor from the Owner, or otherwise recover, the full amount of commission, percentage, brokerage, or contingent fee.
- 2.6 No action or failure to act by the Owner or the Contractor shall constitute a waiver of any right or duty afforded either of them under this Construction Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

The effective date of this Construction Contract shall for all purposes be the date of the execution of the last to sign, whether the Owner or the Contractor.

IN WITNESS WHEREOF, the parties have executed this Construction Contract as of the date(s) set forth below.

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe
Travis County Judge
Date: _____

QA Construction Services, Inc.

By: _____
Name: MARCOS GUTIERREZ
Title: Owner President
Date: 5/22/13

APPROVED AS TO FORM BY:

County Attorney

FUNDS VERIFIED BY:

County Auditor

APPROVED BY PURCHASING AGENT:

County Purchasing Agent

COPY



Travis County Commissioners Court Agenda Request

Meeting Date: July 30, 2013

Prepared By/Phone Number: Loren Breland, 854-4854

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve contract awards for Solid Waste Disposal Services, IFB #B1306-016-LD, to the lowest responsive bidders;

A. Texas Disposal Systems

B. Waste Management

- **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.

Two bids were received July 8, 2013. TNR has reviewed the bids and recommends awards to the lowest, responsive bidders, Texas Disposal Systems and Waste Management. Multiple awards are authorized in the bid in Special Provisions, Paragraph 4, Method of Award. These contracts are used by TNR for disposal of debris, trash, brush, animals, etc. collected by TNR and transported to the landfill facility in County trucks. TNR will select facility to be used based on nearest available facility. TNR has reviewed the environmental compliance for both bidders and they are in compliance with their TCEQ permits.

- **Contract-Related Information:**

Award Amount: Estimated quantity, as needed basis.

Contract Type: Annual Contract

Contract Period: July 30, 2013 – July 12, 2014

- **Solicitation-Related Information:**

Solicitations Sent: 23

Responses Received: 2

HUB Information:

% HUB Subcontractor:

➤ **Funding Information:**

SAP Shopping Cart #:

Funding Account(s): SAP cost center 1490200145

Comments: Estimated quantity, department enters shopping carts on an as needed basis.



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

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

July 12, 2013

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent
FROM: *Carl B. Joseph Sr*
Steven M. Manilla, P.E., County Executive
SUBJECT: Award of Solicitation B1306-016-LD
Solid Waste Disposal Services

TNR has reviewed the above referenced bids and recommends award to the two low responsive bidders: Texas Disposal Systems and Waste Management. Travis County personnel will select which disposal facility to use based on factors such as the nearest site available.

The product category for solid waste disposal is 76122000. The budgeted cost center is 1490200145.

If you need additional information, please contact Christina Jensen at 854-7670.

A CJ:SMM:cj
Contract File

Created 07-25-13 @ 1:45pm

Bid #B1306-016-LD - SOLID WASTE DISPOSAL SERVICESCreation Date **Jun 17, 2013**End Date **Jul 8, 2013 2:00:00 PM CDT**Start Date **Jun 18, 2013 11:09:44 AM CDT**Awarded Date **Not Yet Awarded**

B1306-016-LD--01-01 UNCOMPACTED TRASH					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Texas Disposal Systems [Ad]	First Offer - \$35.00	170 / ton	\$5,950.00		Y
Product Code:		Supplier Product Code:		Supplier Notes:	
Unit Amount Text: Thirty five dollars					
Total Amount Text: Five thousand nine hundred and fifty dollars					
Agency Notes:					
Waste Management [Ad]	First Offer - \$45.00	170 / ton	\$7,650.00	Y	Y
Product Code:		Supplier Product Code:		Supplier Notes:	
Unit Amount Text: forty five					
Total Amount Text: seven thousand six hundred and fifty					
Agency Notes:					

B1306-016-LD--01-02 COMPACTED TRASH					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Texas Disposal Systems [Ad]	First Offer - \$35.00	75 / ton	\$2,625.00		Y
Product Code:		Supplier Product Code:		Supplier Notes:	
Unit Amount Text: Thirty five dollars					
Total Amount Text: Two thousand six hundred and twenty five dollars					
Agency Notes:					
Waste Management [Ad]	First Offer - \$45.00	75 / ton	\$3,375.00		Y
Product Code:		Supplier Product Code:		Supplier Notes:	
Unit Amount Text: forty five					
Total Amount Text: three thousand three hundred seventy five					
Agency Notes:					

B1306-016-LD--01-03 DEAD ANIMALS					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Texas Disposal Systems [Ad]	First Offer - \$35.00	300 / each	\$10,500.00		Y
Product Code:		Supplier Product Code:		Supplier Notes:	
Unit Amount Text: Thirty five dollars					
Total Amount Text: Ten thousand five hundred dollars					
Agency Notes:					
Waste Management [Ad]	First Offer - \$35.00	300 / each	\$10,500.00		Y
Product Code:		Supplier Product Code:		Supplier Notes:	
Unit Amount Text: thirty five					
Total Amount Text: ten thousand five hundred					
Agency Notes:					

B1306-016-LD--01-04 SMALL TIRES					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Texas Disposal Systems [Ad]	First Offer - \$7.00	50 / each	\$350.00		Y
Product Code:		Supplier Product Code:		Supplier Notes:	
Unit Amount Text: Seven dollars					
Total Amount Text: Three hundred and fifty dollars					
Agency Notes:					
Waste Management [Ad]	First Offer - \$15.00	50 / each	\$750.00		Y
Product Code:		Supplier Product Code:		Supplier Notes:	
Unit Amount Text: fifteen					
Total Amount Text: seven hundred fifty					
Agency Notes:					

B1306-016-LD--01-05 LARGE TIRES					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Texas Disposal Systems [Ad]	First Offer - \$18.00	50 / each	\$900.00		Y
Product Code: Unit Amount Text: Eighteen dollars Total Amount Text: Nine hundred dollars Agency Notes:		Supplier Product Code: Supplier Notes:			
Waste Management [Ad]	First Offer - \$35.00	50 / each	\$1,750.00		Y
Product Code: Unit Amount Text: thirty five Total Amount Text: one thousand seven hundred fifty Agency Notes:		Supplier Product Code: Supplier Notes:			

B1306-016-LD--01-06 FREON REMOVAL CHARGE					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Waste Management [Ad]	First Offer - \$0.00	20 / each	\$0.00		Y
Product Code: Unit Amount Text: no bid Total Amount Text: no bid Agency Notes:		Supplier Product Code: Supplier Notes: NO BID			
Texas Disposal Systems [Ad]	First Offer - \$20.00	20 / each	\$400.00		Y
Product Code: Unit Amount Text: Twenty dollars Total Amount Text: Four hundred dollars Agency Notes:		Supplier Product Code: Supplier Notes:			

B1306-016-LD--01-07 APPLIANCES					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Texas Disposal Systems [Ad]	First Offer - \$0.00	10 / each	\$0.00		Y
Product Code: Unit Amount Text: Zero dollars Total Amount Text: Zero dollars Agency Notes:		Supplier Product Code: Supplier Notes: without freon			
Waste Management [Ad]	First Offer - \$50.00	10 / each	\$500.00		Y
Product Code: Unit Amount Text: fifty Total Amount Text: five hundred Agency Notes:		Supplier Product Code: Supplier Notes:			

B1306-016-LD--01-08 BRUSH					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Texas Disposal Systems [Ad]	First Offer - \$1.00	10 / ton	\$10.00		Y
Product Code: Unit Amount Text: One dollar Total Amount Text: Ten Dollars Agency Notes:		Supplier Product Code: Supplier Notes: We can also offer \$1 per cubic yard in addition to our \$1 per ton. We can offer an either/ or bid			
Waste Management [Ad]	First Offer - \$45.00	10 / ton	\$450.00		Y
Product Code: Unit Amount Text: forty five Total Amount Text: four hundred fifty Agency Notes:		Supplier Product Code: Supplier Notes:			

B1306-016-LD--01-09 CONSTRUCTION/DEMOLITION DEBRIS					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Texas Disposal Systems [Ad]	First Offer - \$35.00	50 / ton	\$1,750.00		Y
Product Code: Unit Amount Text: Thirty five dollars		Supplier Product Code: Supplier Notes:			

Created 07-25-13 @ 1:45pm

Total Amount Text: One thousand seven hundred and fifty dollars					
Agency Notes:					
Waste Management [Ad]	First Offer - \$45.00	50 / ton	\$2,250.00		Y
Product Code: Unit Amount Text: forty five Total Amount Text: two thousand two hundred fifty Agency Notes:			Supplier Product Code: Supplier Notes:		

B1306-016-LD--01-10 NON-COMPACTABLE CONSTRUCTION/DEMOLITION DEBRIS					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Texas Disposal Systems [Ad]	First Offer - \$35.00	50 / ton	\$1,750.00	Y	Y
Product Code: Unit Amount Text: Thirty five dollars Total Amount Text: One thousand seven hundred and fifty dollars Agency Notes:			Supplier Product Code: Supplier Notes: TDS Landfill permit attached.		
Waste Management [Ad]	First Offer - \$45.00	50 / ton	\$2,250.00		Y
Product Code: Unit Amount Text: forty five Total Amount Text: two thousand two hundred fifty Agency Notes:			Supplier Product Code: Supplier Notes:		

Supplier Totals

Texas Disposal Systems [Ad]		\$24,235.00 (10/10 items)
Bid Contact Rosa Maldonado brokers@texasdisposal.com Ph 512-421-1347 Fax 512-329-4960	Address 12200 Carl Road Buda, TX 78610	
Agency Notes:	Supplier Notes:	
Waste Management [Ad]		\$29,475.00 (10/10 items)
Bid Contact Steve Crawford mmarchese@wm.com Ph 904-753-1482	Address 720 E butterfield road lombard, IL 60148	
Agency Notes:	Supplier Notes:	

**



Travis County Commissioners Court Agenda Request

Meeting Date: July 30, 2013

Prepared By/Phone Number: Scott Wilson/854-1182

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification No. 10 to Contract No. 4500000031 (H.T.E. Contract No. 07T00173VC), Securus Technologies, Inc., for inmate pay phone services.

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

On August 28, 2007, the Commissioner's Court approved a contract with Securus Technologies, Inc., for inmate and public pay phone services. The initial term of the contract was October 1, 2007 through September 30, 2008. On October 30, 2012, the Commissioner's Court approved a contract modification which added an Inmate Video Visitation Service that was expected to generate additional revenue amounts based on 23% of the gross revenue. Each video session was projected to last up to twenty (20) minutes and the cost to friends and family was \$20.

At this time, Travis County Sheriff's Office (TCSO), through Information Technology Services (ITS) and Securus Technologies recommends offering a promotion to friends and family of inmates housed in Travis County facilities to use the Video Visitation Service at a reduced cost for up to sixty (60) days. The proposed promotional period would be from August 1, 2013 through September 30, 2013 and the cost of a twenty (20) minute remote visit would be reduced from \$20 to \$10. During this promotional period, Travis County would continue to receive 23% of gross revenue from the video visitation sessions, receiving \$2.30 from each at-home visit.

The goals of this promotion are to reduce traffic in visitation during the upcoming scheduled construction and remodeling of the Visitation

Center at the Travis County Correctional Complex in Del Valle and to increase at-home visits.

Modification No. 9, approved by the Purchasing Agent on October 23, 2012, extended the contract through October 31, 2013.

Modification No. 8, approved by Commissioner's Court on October 30, 2012, added an Inmate Video Visitation Service.

Modification No. 7, approved by Commissioner's Court on April 17, 2012, added an Automated Information Services (AIS) Solution.

Modification No. 6, approved by the Purchasing Agent on October 27, 2011, extended the contract through October 31, 2012.

Modification No. 5, approved by Commissioner's Court on October 19, 2010, extended the contract for another twelve (12) months through October 31, 2011 and add the FCC2 functionality.

Modification No. 4, approved by the Purchasing Agent on September 27, 2010, extended the contract through October 31, 2010.

Modification No. 3, approved by the Purchasing Agent on September 29, 2009, extended the contract through September 30, 2010.

Modification No. 2, approved by Commissioner's Court on November 25, 2008, lowered the Annual Guarantee Revenue from \$1,600,000 to \$1,100,000.

Modification No. 1, approved by the Purchasing Agent on September 24, 2008, extended the contract through September 30, 2009.



Travis County Courthouse, Austin, Texas

TRAVIS COUNTY INFORMATION TECHNOLOGY SERVICES

Tanya Acevedo, Interim Chief Information Officer

700 Lavaca, Suite 501A, Austin, TX 78701 (512) 854-9372, Fax (512) 854-4401

DATE: June 28, 2013

MEMORANDUM

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

FROM: Walter LaGrone, Information Technology Director

VIA: Tanya Acevedo, Interim Chief Information Officer

SUBJECT: Recommendation to offer a promotional rate for Inmate Video Visitation for 60 days

Proposed Motion:

Recommendation to offer an opportunity for inmate friends and family to use remote Video Visitation for up to 60 days at reduced cost of \$10.00 for a 20 minute visit.

Summary and Staff Recommendation:

Travis County Sheriff Office, through ITS and Securus, recommends offering a promotion to the friends and families of inmates housed in Travis County facilities to use the Securus Video Visitation system at a reduced cost for up to 60 days. The proposed promotional trial period would be from 8/1/13 through 9/30/13. TCSO and Securus have offered to reduce the price of a 20 minute remote visit from \$20.00 to \$10.00 during this promotional period. The goals of this promotion are to reduce traffic in visitation during an upcoming construction project and to increase at-home visits.

Budgetary and Fiscal Impact:

During this 60 day promotional period, Travis County would continue to receive 23% of revenue from video visitations. At-home visits would cost \$10.00 per 20 minute visit; Travis County would receive \$2.30 from each at-home visit.

Issues and Opportunities:

The promotional period would offer friends and families an opportunity to visit inmates from the visitor's home or other designated place at 50% reduced rate. This period would also take place during upcoming scheduled construction for upgrades and remodeling of the Visitation Building at the Travis County Correctional Complex. It is also hoped that this promotional period would help reduce visitation traffic during construction.

Background:

Securus and its predecessor companies have served Travis County as its inmate phone vendor for more than 10 years. The current agreement was approved by Commissioners Court on August 28, 2007 pursuant to RFP # P070173-VC issued on April 2, 2007. The agreement provides for an annual guaranteed payment as prepaid commission for inmate phone services, commissions from pay phones and video visitation sessions at County facilities, and funds for a Contract Liaison. This service provides telephone access privileges for Travis County inmates and additionally serves as a management tool for

inmate populations. This service additionally provides the opportunity for providing Travis County with other products or services that will enhance the Sheriff's operation and assist the friends and families communicate with inmates held in the Travis County Jail.

Required Authorizations:

LEGAL:	Barbara Wilson, County Attorneys Office
PURCHASING:	Bonnie Floyd, Scott Wilson, Purchasing Department
BUDGET:	Katie Gipson, Diana Ramirez, Planning and Budget Office

Cc: Sheriff Greg Hamilton, Major Darren Long, Captain Lisa Brown, TCSO
Leslie Browder, County Executive for Planning and Budget
Tanya Acevedo, Rod Brown, Leticia Marquez, Bruni Cruz, ITS

MODIFICATION OF CONTRACT NO. 4500000031 (H.T.E. Contract No. 07T00173VC) for Inmate Pay

Created 07-25-13 @ 1:45pm

Phone Services

ISSUED BY: PURCHASING OFFICE 700 LAVACA ST. STE 800 AUSTIN, TX 78701	PURCHASING AGENT ASST: Scott Wilson TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: July 16, 2013
--	---	--

ISSUED TO: Securus Technologies, Inc. Attn: Robert Pickens 14651 Dallas PKWY, Ste. 600 Dallas, Texas 75254	MODIFICATION NO.: 10	EXECUTED DATE OF ORIGINAL CONTRACT: August 28, 2007
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ORIGINAL CONTRACT TERM DATES: <u>October 1, 2007 through September 30, 2008</u>	CURRENT CONTRACT TERM DATES: <u>November 1, 2012 through October 31, 2013</u>
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FOR TRAVIS COUNTY INTERNAL USE ONLY:
Original Contract Amount: \$ _____ Current Modified Amount \$ _____

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.

This modification is by Securus Technologies, Inc. ("Contractor") and Travis County, Texas ("County").

Recitals

In response to Request for Proposals # P070173-VC, Contractor submitted the proposal determined to be the best evaluated offer for inmate and public pay telephone services and other communications services for the Travis County Jail System and entered into a contract with County. Under Modification 8 to that contract, Contractor implemented Video Visitation in the Travis County Jail System. County and Contractor would like to offer users of Video Visitation a reduced fee on a short term basis to encourage additional use of this functionality. Now, therefore, the Contractor and County agree as follows:

Amendment

1. 13B VIDEO VISITATION SERVICES. Pursuant to Attachment D, section 12, effective August 1, 2013, section 13B.5 is deleted in full and the following section 13B.5 is inserted in its place.

13B.5 Rates Where a fee applies, the rate for VIDEO VISITATION shall be a fee of \$10.00 for a 20 minute visitation for each remote visitation from August 1, 2013 to September 30, 2013 inclusive and at all other times during this contract the rate for VIDEO VISITATION shall be a fee of \$20.00 for a 20 minute visitation for each remote visitation unless the rate is modified in compliance with this section 13B and is charged to the person scheduling the visitation. Visitation sessions may be scheduled by friends or family. On premises visitations are provided free of charge. Attorney video visitations are provided free of charge from 9:00 am to 3:00 pm on Monday through Friday All other visits by attorneys will be charged at standard visitation rate. However; until functionality is fully developed and implemented, attorney visits will be free of charge . The time parameter functionality will be developed within 12 months of signing of contract and Statement of Work. During the installation period and the first three months after completion of installation of video visitation equipment in all buildings, inmates may receive one free video visitation. To receive the free visitation, inmates must enter their unique PIN number so Contractor can track which inmates have received the free visitation. After all video visitation system equipment has been installed for three (3) months, all video visitations are charged at standard rates.

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, C.P.M., CPPO, TRAVIS COUNTY PURCHASING AGENT	

TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	



Travis County Commissioners Court Agenda Request

Meeting Date: July 30, 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 81.032 AND TRAVIS COUNTY PURCHASING POLICY SECTION 3.4.1 *DONATIONS*, RECEIVE AND ACCEPT NOTEBOOK COMPUTERS FROM TEXAS A&M, AGRILIFE EXTENSION.

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 Travis County Texas A&M AgriLife Extension Department is requesting authorization to receive the following nineteen (19) notebook computers for the departments use:

Description	Service Tag #	Express Service Tag #
Dell Latitude E6420 Laptop	8CMQNW1	18178048369
Dell Latitude E6420 Laptop	8CMPNW1	18178001713
Dell Latitude E6420 Laptop	8CMRNW1	18178095025
Dell Latitude E6420 Laptop	8CHSNW1	18169743601
Dell Latitude E6420 Laptop	8CJSNW1	18173102833
Dell Latitude E6420 Laptop	8CLRNW1	18176415409
Dell Latitude E6420 Laptop	8CNQNW1	18179727985
Dell Latitude E6420 Laptop	8CNPNW1	18179681329
Dell Latitude E6420 Laptop	8CJRNW1	18173056177
Dell Latitude E6420 Laptop	8CKRNW1	18174735793
Dell Latitude E6420 Laptop	8CHPNW1	18169603633
Dell Latitude E6420 Laptop	8CKSNW1	18174782449
Dell Latitude E6420 Laptop	8CKPNW1	18174642481
Dell Latitude E6420 Laptop	8CJQNW1	18173009521
Dell Latitude E6420 Laptop	8CKQNW1	18174689137
Dell Latitude E6420 Laptop	8CLPNW1	18176322097
Dell Latitude E6420 Laptop	8CHRNW1	18169696945
Dell Latitude E6420 Laptop	8CLQNW1	18176368753
Dell Latitude E6420 Laptop	8CHQNW1	18169650289

The software licenses, security and maintenance costs were secured through funds at AgriLife.

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.

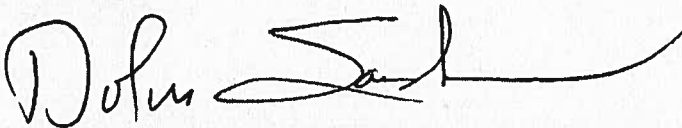
Dolores Sandmann, County Extension Director
Texas A&M AgriLife Extension Service-Travis County

To: Purchasing, Travis County
From: Dolores Sandmann
Subject: 4-H CAPITAL Computer/Software Donation
Date: January 28, 2013

This memo serves as official notification that the Texas A&M AgriLife Extension Service - 4-H CAPITAL program in Travis County is donating ⁽¹⁹⁾20 new laptop computers and software licensing to Travis County that was purchased through funds held at A&M. Since all equipment at the AgriLife Extension office at 1600-B Smith Road, Austin, Texas belongs to Travis County, it makes sense to have these laptops become part of the Travis County AgriLife Extension assets as well. Please reference the attached documents which list the details for each computer/software.

Should you have any questions, or need further clarification, please feel free to contact me at 512.854.9600.

Sincerely,

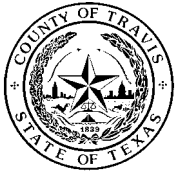


Dolores Sandmann
County Extension Director
Texas A&M AgriLife Extension Service - Travis County

cc: Sherri Fleming, County Executive - HHSVS
Kent Hubbard, Purchasing
Elida Urtado, AgriLife Extension Office Manager
Lydia Domaruk, AgriLife Extension Agent-Urban Youth Development

Texas A&M AgriLife Extension Service-Travis County
1600-B Smith Road | Austin, Texas 78721

Tel. 512-854-9600 | Fax. 512-854-9611 | AgriLifeExtension.tamu.edu



Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, July 30, 2013
Prepared By/Phone Number: Deece Eckstein, 854-9754
Elected/Appointed Official/Dept. Head: Deece Eckstein, 854-9754
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON LEGISLATIVE MATTERS, INCLUDING:

- A. OVERVIEW AND IMPACT OF TRAVIS COUNTY-RELATED LEGISLATION DURING THE REGULAR SESSION;
- B. UPDATE ON LEGISLATIVE ACTIVITIES DURING THE SECOND CALLED SESSION; AND
- C. ADDITIONS TO THE PRIORITIES, POLICY POSITIONS AND THE POSITIONS ON OTHER PROPOSALS SECTIONS OF THE TRAVIS COUNTY LEGISLATIVE AGENDA.

SUMMARY AND IGR COORDINATOR RECOMMENDATION:

BACKGROUND:

- 1) Today is the last day of the Second Called Session.

ISSUES AND OPPORTUNITIES:

IGR has prepared a report on key legislative issues impacting Travis County which is attached. We will summarize and touch upon highlights in a presentation to the court.

Additionally, IGR will update the court on the status of transportation related items during the second called session.

FISCAL IMPACT AND SOURCE OF FUNDING: Not applicable.

REQUIRED AUTHORIZATIONS: None.

NAMES, PHONE NUMBERS AND EMAIL ADDRESSES OF PERSONS WHO MIGHT BE AFFECTED BY OR BE INVOLVED WITH THIS REQUEST:

Tanya Acevedo, Interim Chief Information Officer
Travis County Information Technology Services
Phone: 854-8685
Email: Tanya.Acevedo@co.travis.tx.us

Daniel Bradford, Assistant County Attorney
County Attorney's Office
Phone: 854-3718
Email: Daniel.Bradford@co.travis.tx.us

Leslie Browder, County Executive
Planning and Budget Office
Phone: 854-8679
Email: Leslie.Browder@co.travis.tx.us

David Escamilla
County Attorney
Phone: 854-9415
Email: David.Escamilla@co.travis.tx.us

Sherri Fleming, County Executive
Health and Human Services/Veterans Services
Phone: 854-4101
Email: Sherri.Fleming@co.travis.tx.us

Cyd Grimes
Purchasing Agent
Phone: 854-9700
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John Hille, Transactions Division Director
County Attorney's Office

Phone: 854-9642
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Danny Hobby, County Executive
Emergency Services
Phone: 854-4416
Email: Danny.Hobby@co.travis.tx.us

Roger Jefferies, County Executive
Justice and Public Safety
Phone: 854-4415
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Gregg Knaupe
Travis County Legislative Consultant
Phone: 499-8826
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Steven Manilla, County Executive
Transportation and Natural Resources
Phone: 854-9429
Email: Steven.Manilla@co.travis.tx.us

Nicki Riley
Travis County Auditor
Phone: 854-3227
Email: Nicki.Riley@co.travis.tx.us

Jessica Rio, Budget Director
Planning and Budget Office
Phone: 854-4455
Email: Jessica.Rio@co.travis.tx.us

Aerin-Renee Toussaint, Budget Analyst II
Planning and Budget Office
Phone: 854-1160
Email: Aerin.Toussaint@co.travis.tx.us

TRAVIS COUNTY COMMISSIONERS COURT
STATUS REPORT ON LEGISLATIVE PRIORITIES
As of July 30, 2013

1. Oppose legislation or budget decisions that would create unfunded mandates or divert county revenues – IGR weighed in on several bills that would create unfunded mandates. Only one bill was filed to directly prohibit unfunded mandates, Rep. Garnet Coleman’s [HJR 96](#), but that bill was never heard in committee.
2. Oppose efforts to lower the current appraisal caps and revenue caps – twelve bills were filed. Only four of them – two revenue caps bills ([SB 102](#) by Patrick and [SB 144](#) by Williams) and two appraisal cap bills ([HJR 84](#) and [HB 1338](#) by Bell) got a hearing, and all were left pending.
3. Support funding for necessary benefits and services for Travis County residents – [SB 1](#), the 2014-2015 budget, restored some of the funding cuts from the previous session, and even made improvements in mental health services and other critical areas.
4. Support improved mental health continuity of care in the criminal justice system – some of the additional funding for mental health services will find its way, via local mental health authorities, into county jails, probation programs and re-entry services.
5. Support local control over billboards – One bill, [HB 675](#) was filed, but did not receive a hearing.
6. Support legislation to enhance county authority to manage growth – in spite of the efforts of several legislators, bills to enhance local subdivision regulation, e.g., [HB 761](#), died. On the other hand, so did several bills calculated to reduce county land use authority, e.g., [HB 3088](#). Although several bills were filed to further restrict local government use of eminent domain (e.g., [HB 476](#), [SB 96](#), and [SB 180](#)), none of them received a hearing.
7. Support increases to transportation funding – the new budget reduces the diversions from Fund 6, but that reflects the availability of money more than a legislative commitment to eliminate diversions. Only one of the bills that would statutorily restrict Fund 6 diversions, [HB 479](#),

- received a hearing, and was left pending. Two bills to enhance transportation funding by increasing the vehicle registration fee, [HB 3664](#) and [HB 3666](#), got out of committee but failed to pass the House.
8. Support legislation to effectively plan and manage groundwater and surface water as a single resource – Texas law continues to treat groundwater and surface water as completely different resources. The Legislature made no progress on this front during the session.
 9. Support legislation to update references to “tape” recordings of public meetings and conform them to modern technology – our bill, [SB 471](#) by Ellis, has been **signed by the Governor**.
 10. Support legislation to allow political subdivisions to conform their deferred compensation plans to recent changes in federal law -- We worked with Harris County on a bill, [SB 366](#) by Taylor, which has been **signed by the Governor**.
 11. Support legislation to clarify the geographic extent of ad valorem tax liens on business personal property – our bill, [SB 1606](#) by Zaffirini, has been **vetoed by the Governor**.
 12. Support legislation to create two new criminal courts – [HB 3153](#) by Lewis, the omnibus courts creation bill, includes both the district and county court, effective September 1, 2015, and has been **signed by the Governor**.
 13. Support legislation to allow Travis County to impose a filing fee of up to \$15 for all civil cases, with proceeds dedicated to helping pay for the construction, renovation, or improvement of the facilities that house the Travis County civil courts – our bill, [SB 1891](#) by Watson, has been **signed by the Governor**.
 14. Support legislation to give the Travis County Sheriff permissive authority to enforce certain federal laws and regulations regarding commercial motor vehicles – Our bill, [HB 2304](#) by Rodriguez, has been **signed by the Governor**.
 15. Support redistricting legislation that meets the threefold criteria set by the Legislature – this issue is still in progress during the special session.

State Budget Projected Impacts on Travis County (FY 14)

DEPARTMENT/ Program Title	Funding State Agency	State Funded FTE	Estimated Change from FY 13	Estimated FY 14 Funding	Revenue Received (FY 13)
GENERAL ADMINISTRATION					
Mixed Beverage Tax Reimbursements	Comptroller	0.0	\$861,131	\$7,111,037	\$6,249,906
Total General Administration		0.0	\$861,131	\$7,111,037	\$6,249,906
COUNTY ATTORNEY					
Prosecutor Longevity Pay	Comptroller, Judiciary Division	0.0	\$0	\$133,420	\$133,420
Total County Attorney		0.0	\$0	\$133,420	\$133,420
CIVIL COURTS					
Family Drug Court Program	Office of the Governor Criminal Justice Division	1.0	\$0	\$137,388	\$137,388
Total Civil Courts		1.0	\$0	\$137,388	\$137,388
CRIMINAL COURTS					
Indigent Defense Formula grant	Texas Task Force on Indigent Defense	0.0	\$0	\$430,945	\$430,945
Indigent Defense Systems Evaluation Project	Office of the Governor Criminal Justice Division	1.0	\$0	\$230,318	\$230,318
Veterans Court Program	Office of the Governor Criminal Justice Division	2.0	\$0	\$206,003	\$206,003
Total Criminal Courts		3.0	\$0	\$867,266	\$867,266
CSCD					
Diversion Programs (Includes SMART and TAIP)	Texas Department of Criminal Justice	110.0	\$270,304	\$6,902,170	\$6,631,866
Texas Department of Criminal Justice-CJAD/Basic Supervision	Texas Department of Criminal Justice	31.0	(\$169,817)	\$2,476,230	\$2,646,047
DED Salaries			\$0	\$682,460	\$682,460
Community Corrections Programs	Texas Department of Criminal Justice	31.0	\$249,310	\$1,498,810	\$1,249,500
DWI Drug Court Grant	Office of the Governor, Criminal Justice Division	4.0	\$0	\$234,391	\$234,391
Total CSCD		176.0	\$349,797	\$11,794,061	\$11,444,264
PRETRIAL SERVICES					
Drug Diversion Court	Office of the Governor, Criminal Justice Division	1.0	\$0	\$188,422	\$188,422
Total Pretrial Services		1.0	\$0	\$188,422	\$188,422
DISTRICT CLERK					
Juror Pay Reimbursement	Comptroller, Judiciary Division	0.0	\$0	\$283,578	\$283,578

DEPARTMENT/ Program Title	Funding State Agency	State Funded FTE	Estimated Change from FY 13	Estimated FY 14 Funding	Revenue Received (FY 13)
Total District Clerk		0.0	\$0	\$283,578	\$283,578
DISTRICT ATTORNEY					
Prosecutor Longevity Pay	Comptroller, Judiciary Division	0.0	\$0	\$195,599	\$195,599
State Legislative Direct Appropriation Public Integrity Unit	State Legislature	34.5	(\$3,812,356)	\$0	\$3,812,356
Total District Attorney		34.5	(\$3,812,356)	\$195,599	\$4,007,955
HHS					
Contract services for Deaf	Department of Assistive and Rehabilitative Services		\$3,850	\$58,850	\$55,000
Total HHS		0.0	\$3,850	\$58,850	\$55,000
JUVENILE PROBATION					
Texas Juvenile Justice Department Agreements	Texas Juvenile Justice Department	362.0	(\$250,000)	\$5,996,122	\$6,246,122
Total Juvenile Probation		362.0	(\$250,000)	\$6,121,021	\$6,371,021
SHERIFF					
Victim Services Grant	Office of Attorney General	1.0	\$1,675	\$54,371	\$52,696
LEOSE Training Funding	Office of the Comptroller	0.0	\$0	\$0	\$0
Automobile Theft Prevention Authority/ Sheriff's Combined Auto Theft Task Force	Texas Automobile Theft Prevention Authority	4.0	\$0	\$302,624	\$302,624
Total Sheriff		5.0	\$1,675	\$356,995	\$355,320
EMS					
Medicaid; Medical Transportation	Texas Health and Human Services Commission	0.0	\$264,135	\$1,165,384	\$901,249
CAPCOG 911 Services	Commission on State Emergency Communications through CAPCOG	0.0	(\$984,944)	\$0	\$984,944
Total EMS		0.0	(\$720,809)	\$1,165,384	\$1,886,193
TNR					
State disbursement to counties from gasoline tax & excess weight fee	Comptroller	0.0	\$0	\$126,000	\$126,000
Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Replacement Program (LIRAP)	Texas Commission on Environmental Quality	0.0	\$1,013,417	\$1,178,155	\$164,738
Total TNR		0.0	\$1,013,417	\$1,304,155	\$290,738
TAX					
Voter Registration Fund	TX Secretary of State	0.0	\$101,435	\$237,000	\$135,565
Total Tax		0.0	\$101,435	\$237,000	\$135,565
Subtotal (Public Integrity Unit removed)		548.00	\$1,360,496	\$29,954,176	\$28,593,680

DEPARTMENT/ Program Title	Funding State Agency	State Funded FTE	Estimated Change from FY 13	Estimated FY 14 Funding	Revenue Received (FY 13)
COUNTY GRAND TOTAL		582.50	(\$2,451,860)	\$29,954,176	\$32,406,036

The numbers above represent PBO and departmental estimates for descriptive purposes only. The Auditor's Office is the official Travis County revenue estimator, and that department's Third Revenue Estimate provided the basis for projected numbers where applicable.

County Clerk Fees

Records archive fee	HB 1513	<ul style="list-style-type: none"> Records archive fee set by Commissioners Court; can increase current \$5 fee up to \$10 Records management fee set by County Clerk; can increase current \$5 fee up to \$10 	<ul style="list-style-type: none"> Effective September 1, 2013
Records management and preservation fee			

Courts - Civil Filing Fee Increases

Civil filing fee for courthouse improvements assessed on cases filed in district, probate, and county courts in Travis County	SB 1891	<ul style="list-style-type: none"> Fee determined by Commissioners Court Fee can be set up to \$15 	<ul style="list-style-type: none"> Fees deposited into a special account in the county treasury dedicated to the construction, renovation, or improvement of the facilities that house the courts collecting the fee For every dollar spent, county will match one dollar Effective January 1, 2014
Electronic filing fee on certain court costs and cases filed in a supreme, appeals, district, county, statutory county, or statutory probate court	HB 2302	<ul style="list-style-type: none"> Statutory fees set at \$20/\$10/\$5 on certain cases An additional \$2 fee can be set by Commissioners Court 	<ul style="list-style-type: none"> \$20/\$10/\$5 fees are remitted to the Comptroller \$2 fee may be used by a local government to recover the actual electronic filing system operating costs incurred Effective January 1, 2014
District courts records management and preservation fee	HB 1513	<ul style="list-style-type: none"> Fee is set by Commissioners Court up to \$10; current fee is \$5 	<ul style="list-style-type: none"> Fee must be set and itemized in the county's budget as part of the budget preparation process and be approved in a public meeting Effective January 1, 2014

Courts - Other Fees

Collection fee on outstanding amounts owed to the county relating to a civil case, including unpaid fines, fees, or court costs	HB 2021	<ul style="list-style-type: none"> Fee determined by Commissioners Court Fee can be set up to 30% of referred amount 	<ul style="list-style-type: none"> The collection fee may be used to compensate the attorney or vendor who collects the debt Effective immediately
Fee for alternative dispute resolution centers and criminal dispute resolution services	SB 1237	<ul style="list-style-type: none"> Fee set by Commissioners Court up to \$350 for criminal dispute resolution services No limit set for alternative dispute resolution centers 	<ul style="list-style-type: none"> Fees cannot be collected from alleged victims of crimes Fees must be based on defendant's ability to pay Effective January 1, 2014
Truancy prevention	SB 1419	<ul style="list-style-type: none"> Fee is set by Commissioners Court up to \$10 	<ul style="list-style-type: none"> The fee is charged upon conviction and is sent to the comptroller; a local government may then request funds for providing truancy prevention and intervention services Effective January 1, 2014

Justice and Public Safety Fees

A prostitution prevention program participation fee	SB 484	<ul style="list-style-type: none"> A statutory fee of \$1,000 is set once the Commissioners Court establish a prostitution prevention program 	<ul style="list-style-type: none"> Counseling and services fee to cover costs of the counseling and services provided Victim services fee to be deposited in the general revenue fund for appropriation to the PPP grant program Law enforcement training fee - 5% of total fee paid Effective September 1, 2013
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Justice of the Peace Fees

Occupational driver's license	HB 438	<ul style="list-style-type: none"> \$30.00± 	<ul style="list-style-type: none"> Bill expands license issuance to Justices of the Peace; currently only issuers are county and district court clerks Effective September 1, 2013
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Probate Fees

Supplemental Public Probate Administrator Fee	HB 1755	<ul style="list-style-type: none"> A statutory supplemental fee of \$10 is set if the Commissioners Court decides to appoint a public probate administrator 	<ul style="list-style-type: none"> For the support of the office of public probate administrator; fees collected shall be deposited into the county treasury to fund the expenses of the public probate administrator's office Effective January 1, 2014
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Other Fees

Fee for protest hearings held following the rejection of an alcoholic beverage license	SB 1035	<ul style="list-style-type: none"> A statutory fee of \$25 	<ul style="list-style-type: none"> Increase from current fee of \$5 Effective September 1, 2013
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Transportation & Natural Resources Fees

A fee on subdivision plat revision requests	SB 552	<ul style="list-style-type: none"> Fee is set by Commissioners Court Based on cost of processing application and inclusion of publication of notice costs 	<ul style="list-style-type: none"> Fee is to offset the cost of publishing notices and mailing costs of notifying property owners Effective immediately
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Conference Committee Report on SB 1 (2014-15 Biennium)*

(Introduced version of the House/Senate General Appropriations Act, Including Committee Substitutes for SB 1 and House Committee Substitute for SB 1)
 Programs Affecting Counties
 Texas Association of Counties, County Information Program (CIP)

Article I – General Government

Comptroller of Public Accounts:

Programs	Description						
Fiscal Research and Studies	Eliminating the agency’s public outreach, publications and local government assistance programs. It provides seminars and workshops to local government officials on financial matters. Funding not restored in the proposed budgets for 2014-15.						
	House	2010	2011	2012	2013	2014	2015
		\$7,388,356	\$7,381,609	\$113,624	\$113,195	\$0	\$0
Senate	2010	2011	2012	2013	2014	2015	
		\$7,388,356	\$7,381,609	\$113,624	\$113,195	\$0	\$0
	Lateral Road Funds Districts: Funds distributed to counties for road expenses, including construction and maintenance. HB 1/SB 1 proposed budget amounts are approximately \$14.8 million, which is \$229,000 more than the current budget. Committee Substitute - SB 1/HCSSB 1: Probably a technical adjustment adds \$119.00 in fiscal year 2014. CCR adopted the same figures.						
Distributions to Counties for Road Repair and Maintenance – Strategy: A.1.5(CPA, Fiscal Programs)	House	2010	2011	2012	2013	2014	2015
		\$7,300,000	\$7,300,000	\$7,300,000	\$7,300,000	\$7,529,119	\$7,300,000
						\$7,529,000	
Senate	2010	2011	2012	2013	2014	2015	
		\$7,300,000	\$7,300,000	\$7,300,000	\$7,300,000	\$7,529,119	\$7,300,000
						\$7,529,000	

Texas Association of Counties, Legislative/County Information Program, prepared by Paul Emerson, TAC State Financial Analyst, Paule@county.org

*Highlighted in red are the changes that occurred during the Conference Committee.

Sources:

- Conference Committee Report on SB 1 (CCR), May 26, 2013
- CSSB 1, March 13, 2013
- HB 1, Introduced version, January 15, 2013
- SB 1, Introduced version, January 15, 2013
- 82nd General Appropriations Act - 2012-13 (Fiscal Size-up, September 12, 2011)
- Notes – from LBB, Summary of Legislative Budget Estimates House/Senate (2014-15 Biennium)

Article I – General Government

Comptroller of Public Accounts:

Programs	Description						
Gross Weight/Axle Fee: Distributions to Counties per Transportation Code section 621.353 - Strategy: A.1.10 (CPA, Fiscal Programs)	Funding is the same as the current budget. Note: Funding reflects a method-of-finance swap from State Highway Fund 6 to General Revenue Funds for distributions to counties of a portion of amounts collected from gross weight and axle weight permit fees to align with the Texas Transportation Code, Section 621.353. Committee Substitute SB 1/HCSSB 1: Stayed the same. CCR adopted the same figures.						
	House	2010	2011	2012	2013	2014	2015
		\$7,500,000	\$7,500,000	\$7,500,000	\$7,500,000	\$7,500,000	\$7,500,000
	Senate	2010	2011	2012	2013	2014	2015
		\$7,500,000	\$7,500,000	\$7,500,000	\$7,500,000	\$7,500,000	\$7,500,000
Mixed Beverage Tax Reimbursements – Strategy: A.1.2 (CPA, Fiscal Programs)	Reimbursements to counties and incorporated municipalities from mixed beverage tax collections. HB 1/SB 1 will add \$61.3 million more than the current budget. Note: As a result of an increase in the rate of reimbursement from 8.3065 percent to the new statutory minimum rate of reimbursement of 10.7143 percent, effective September 1, 2013. Committee Substitute - SB 1/HCSSB 1: Stayed the same. CCR adopted the same figures.						
	House	2010	2011	2012	2013	2014	2015
		\$128,318,000	\$132,937,000	\$119,714,964	\$126,305,843	149,456,000	\$157,840,000
	Senate	2010	2011	2012	2013	2014	2015
		\$128,318,000	\$132,937,000	\$119,714,964	\$126,305,843	\$149,456,000	\$157,840,000

Rev. Date: 06/24/2013, Monday

Page 2

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82nd General Appropriations Act - 2012-13 (Fiscal Size-up, September 12, 2011)

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Article I – General Government

Comptroller of Public Accounts

Programs	Description														
Grants Programs – Strategy: Underage Tobacco Program	Eliminating underage tobacco enforcement grants (\$4 million). This strategy is no longer in HB 1/SB 1.														
	<table border="1"> <thead> <tr> <th>House</th> <th>2010</th> <th>2011</th> <th>2012</th> <th>2013</th> <th>2014</th> <th>2015</th> </tr> </thead> <tbody> <tr> <td></td> <td>\$2,000,000</td> <td>\$2,000,000</td> <td>\$0</td> <td>\$0</td> <td>\$0</td> <td>\$0</td> </tr> </tbody> </table>	House	2010	2011	2012	2013	2014	2015		\$2,000,000	\$2,000,000	\$0	\$0	\$0	\$0
	House	2010	2011	2012	2013	2014	2015								
	\$2,000,000	\$2,000,000	\$0	\$0	\$0	\$0									
<table border="1"> <thead> <tr> <th>Senate</th> <th>2010</th> <th>2011</th> <th>2012</th> <th>2013</th> <th>2014</th> <th>2015</th> </tr> </thead> <tbody> <tr> <td></td> <td>\$2,000,000</td> <td>\$2,000,000</td> <td>\$0</td> <td>\$0</td> <td>\$0</td> <td>\$0</td> </tr> </tbody> </table>	Senate	2010	2011	2012	2013	2014	2015		\$2,000,000	\$2,000,000	\$0	\$0	\$0	\$0	
Senate	2010	2011	2012	2013	2014	2015									
	\$2,000,000	\$2,000,000	\$0	\$0	\$0	\$0									
Grants Programs Local Continuing Education Grants A.1.7 (CPA, Fiscal Programs)	Local continuing education grants for law enforcement officers –known as the LEOSE program. SB 1proposed \$12 million more than HB 1. Committee Substitute SB 1 stayed the same. HCSSB 1 adds \$3 million per year and \$6 million to Article XI (wish list). CCR adopted the Senate’s version.														
	<table border="1"> <thead> <tr> <th>House</th> <th>2010</th> <th>2011</th> <th>2012</th> <th>2013</th> <th>2014</th> <th>2015</th> </tr> </thead> <tbody> <tr> <td></td> <td>\$6,000,000</td> <td>\$6,000,000</td> <td>\$0</td> <td>\$0</td> <td>\$3,000,000</td> <td>\$3,000,000</td> </tr> </tbody> </table>	House	2010	2011	2012	2013	2014	2015		\$6,000,000	\$6,000,000	\$0	\$0	\$3,000,000	\$3,000,000
	House	2010	2011	2012	2013	2014	2015								
	\$6,000,000	\$6,000,000	\$0	\$0	\$3,000,000	\$3,000,000									
<table border="1"> <thead> <tr> <th>Senate</th> <th>2010</th> <th>2011</th> <th>2012</th> <th>2013</th> <th>2014</th> <th>2015</th> </tr> </thead> <tbody> <tr> <td></td> <td>\$6,000,000</td> <td>\$6,000,000</td> <td>\$0</td> <td>\$0</td> <td>\$6,000,000</td> <td>\$6,000,000</td> </tr> </tbody> </table>	Senate	2010	2011	2012	2013	2014	2015		\$6,000,000	\$6,000,000	\$0	\$0	\$6,000,000	\$6,000,000	
Senate	2010	2011	2012	2013	2014	2015									
	\$6,000,000	\$6,000,000	\$0	\$0	\$6,000,000	\$6,000,000									
State Energy Conservation Office – Goal B: Energy Office	Providing revolving loans to state agencies and local governments – including school districts – to retrofit buildings with new technology and equipment to reduce energy and water consumption. Both bills proposed \$58.7 million. Committee Substitute SB 1: Stayed the same. CCR adopted the same figures.														

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Article I – General Government

Commission on State Emergency Communications:

Programs	Description																				
9-1-1 Services –Goal A	Providing grants and assistance to local governments through Regional Planning Commissions as they develop and implementing regional plans and maintenance for 9-1-1 services. HB 1 proposed \$102 million. SB 1 proposed \$89.1 million. The difference between HB 1 and SB 1 is \$12.9 million. HB 1 is \$2 million more than the current budget. SB 1 is \$10.9 million less than the current budget. Committee Substitute SB 1 adds \$40.6 million to its baseline budget. HCSSB 1 stayed the same. Additional funds in Article XI (wish list) in both bills. CCR adopted the Senate’s version																				
	<table border="1"> <thead> <tr> <th>House</th> <th>2010</th> <th>2011</th> <th>2012</th> <th>2013</th> <th>2014</th> <th>2015</th> </tr> </thead> <tbody> <tr> <td></td> <td>\$65,418,771</td> <td>\$59,034,001</td> <td>\$49,658,985</td> <td>\$50,395,129</td> <td>\$47,233,097</td> <td>\$54,795,374</td> </tr> </tbody> </table>	House	2010	2011	2012	2013	2014	2015		\$65,418,771	\$59,034,001	\$49,658,985	\$50,395,129	\$47,233,097	\$54,795,374						
	House	2010	2011	2012	2013	2014	2015														
	\$65,418,771	\$59,034,001	\$49,658,985	\$50,395,129	\$47,233,097	\$54,795,374															
<table border="1"> <thead> <tr> <th>Senate</th> <th>2010</th> <th>2011</th> <th>2012</th> <th>2013</th> <th>2014</th> <th>2015</th> </tr> </thead> <tbody> <tr> <td></td> <td>\$65,418,771</td> <td>\$59,034,001</td> <td>\$49,658,985</td> <td>\$50,395,129</td> <td>\$69,523,363</td> <td>\$60,227,686</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$44,582,002</td> <td>\$44,583,001</td> </tr> </tbody> </table>	Senate	2010	2011	2012	2013	2014	2015		\$65,418,771	\$59,034,001	\$49,658,985	\$50,395,129	\$69,523,363	\$60,227,686						\$44,582,002	\$44,583,001
Senate	2010	2011	2012	2013	2014	2015															
	\$65,418,771	\$59,034,001	\$49,658,985	\$50,395,129	\$69,523,363	\$60,227,686															
					\$44,582,002	\$44,583,001															

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Article I – General Government

Office of the Governor (Trusteed Programs):

Programs	Description							
Disaster Funds – Strategy A.1.2	Providing grants for disaster funding to state and local agencies. HB 1/SB 1 proposed budget amounts are the same, \$59.2 million, which is \$20.2 million more than the current budget. Committee Substitute SB 1: adds \$4.1 million to its baseline budget in fiscal year 2014. HCSSB 1 adds \$5 million to its baseline amount. CCR adopted the Senate’s version.							
	House	2010	2011	2012	2013	2014	2015	
		\$11,224,889	UB	\$39,000,000	\$0	\$29,623,134	\$34,623,134	\$29,623,134
Criminal Justice – Strategy A.1.3	Providing criminal justice grants to state and local entities, non-profit organizations and independent school districts for a variety of criminal justice related projects. HB 1/SB 1 proposed budget amounts are the same, \$189.2 million, which is \$47.4 million more than the current budget. Committee Substitute SB 1: adds \$1.6 million to its baseline budget. HCSSB 1 stayed the same. CCR adopted the Senate’s version.							
	House	2010	2011	2012	2013	2014	2015	
		\$88,679,912	\$87,126,995	\$71,426,890	\$70,426,889	\$96,853,289	\$92,360,714	
	Senate	2010	2011	2012	2013	2014	2015	
		\$11,224,889	UB	\$39,000,000	\$0	\$29,623,134	\$33,710,514	\$29,623,134
		\$88,679,912	\$87,126,995	\$71,426,890	\$70,426,889	\$96,853,289	\$97,653,289	\$93,160,714

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Article I – General Government

Office of the Governor (Trusteed Programs):

Programs	Description														
County Essential Services Grants – Strategy A.1.7	Providing grants that fund local governments with unanticipated and extraordinary criminal justice related expenditures. HB 1/SB 1 restored funding of \$2.3 million. Committee Substitute SB 1/HCSSB 1: Stayed the same. CCR adopted the same figures.														
	<table border="1"> <thead> <tr> <th>House</th> <th>2010</th> <th>2011</th> <th>2012</th> <th>2013</th> <th>2014</th> <th>2015</th> </tr> </thead> <tbody> <tr> <td></td> <td>\$780,190</td> <td>\$780,190</td> <td>\$0</td> <td>\$0</td> <td>\$1,170,333</td> <td>\$1,170,333</td> </tr> </tbody> </table>	House	2010	2011	2012	2013	2014	2015		\$780,190	\$780,190	\$0	\$0	\$1,170,333	\$1,170,333
	House	2010	2011	2012	2013	2014	2015								
	\$780,190	\$780,190	\$0	\$0	\$1,170,333	\$1,170,333									
<table border="1"> <thead> <tr> <th>Senate</th> <th>2010</th> <th>2011</th> <th>2012</th> <th>2013</th> <th>2014</th> <th>2015</th> </tr> </thead> <tbody> <tr> <td></td> <td>\$780,190</td> <td>\$780,190</td> <td>\$0</td> <td>\$0</td> <td>\$1,170,333</td> <td>\$1,170,333</td> </tr> </tbody> </table>	Senate	2010	2011	2012	2013	2014	2015		\$780,190	\$780,190	\$0	\$0	\$1,170,333	\$1,170,333	
Senate	2010	2011	2012	2013	2014	2015									
	\$780,190	\$780,190	\$0	\$0	\$1,170,333	\$1,170,333									

Rev. Date: 06/24/2013, Monday

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Article I – General Government

Office of the Governor (Trusteed Programs):

Programs	Description						
Economic Development and Tourism – Strategy A.1.9	Providing loans to local economic development corporations that assist local regions and communities with economic growth and development through job creation and capital investment. HB 1/SB 1 each proposed \$107.8 million, which is \$40.8 million more than the current budget. Committee Substitute SB 1: adds \$5.9 million to its baseline budget. \$386,668 is reduced from HCSSB 1. CCR adopted the Senate’s version.						
	House	2010	2011	2012	2013	2014	2015
		\$41,422,107	\$44,757,106	\$43,646,016	\$23,340,541	\$53,711,128	\$53,709,822
						\$53,904,462	\$53,903,156
Drug Courts Grants – (Rider 12)	Funding for counties to develop and maintain a drug court. HB 1/SB 1 each proposed \$1.5 million, the same as the current budget. Committee Substitute SB 1/HCSSB 1: Stayed the same. CCR adopted the same figures.						
	House	2010	2011	2012	2013	2014	2015
		\$1,593,500	\$1,593,500	\$750,000	\$750,000	\$750,000	\$750,000
Senate	2010	2011	2012	2013	2014	2015	
		\$1,593,500	\$1,593,500	\$750,000	\$750,000	\$750,000	\$750,000

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Article I – General Government

Historical Commission:

Programs	Description
Courthouse – <i>Strategy A.1.3</i>	Providing grants to counties for the renovation and rehabilitation of historic courthouses. Note: Funding reflects a decrease of \$22.3 million in GO bond proceeds. HB 1/SB 1 proposed budget amounts are the same \$836,302 – used only for staff to administer the Courthouse Preservation program. Committee Substitute SB 1: adds \$20 million in Article IX (Contingent Provisions), while HCSSB 1 adds \$10 million to the agency bill pattern. HCSSB 1 also includes \$29.1 million in Article XI (wish list). Both proposed budgets use general revenue funds. CCR adopted the Senate’s version - only operational funds to administer the program.
	House
	2010
	2011
2012	
2013	
2014	
2015	
Senate	
2010	
2011	
2012	
2013	
2014	
2015	
Development Assistance Programs – <i>Strategy A.2.1</i>	Providing grants to cities and counties that promote economic development through historic preservation. HB 1/SB 1 proposed budget amounts are the same, \$5.7 million, which is \$784,170 less than the current budget. Committee Substitute SB 1/HCSSB 1: adds \$786,000 to each baseline amount. CCR adopted \$3,495,578 per year.
	House
	2010
	2011
2012	
2013	
2014	
2015	
Senate	
2010	
2011	
2012	
2013	
2014	
2015	

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Article I – General Government

Library and Archives Commission:

Programs	Description						
Aid to Local Libraries – Strategy A.1.2	Provide funding for Loan Star Libraries grants for public library service enhancements, including the Texas Reads grants for literacy programs and Library System Negotiated Grants for regional library system initiatives. Note: Funding reflects a decrease of \$12.5 million in Federal Funds, including \$6.4 million from the American Recovery and Reinvestment Act (ARRA) for completion of the Broadband Technology Opportunities Program (BTOP) to expand computing capabilities at local libraries. HB 1/SB 1 proposed budget amounts are the same, \$4.1 million, which is \$5.6 million less than the current budget. Committee Substitute SB 1: adds \$23,000 to its baseline budget. HCSSB 1 – Stayed the same. CCR adopted the Senate’s version.						
	House	2010	2011	2012	2013	2014	2015
		\$14,830,763	\$14,853,500	\$7,937,497	\$1,782,600	\$3,792,081	\$299,611
	Senate	2010	2011	2012	2013	2012	2013
		\$14,830,763	\$14,853,500	\$7,937,497	\$1,782,600	\$3,815,081	\$299,611

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Conference Committee Report on SB 1 (2014-15 Biennium)*

Article I – General Government

Secretary of State:

Programs	Description
Election/Voter Registration Section – Strategy B.1.5	The Election/Voter Registration section manages funds for the primary election financing program and reimburses counties for postage for voter registration application. HB 1/SB 1 proposed budget amounts are the same, \$6 million. Note: HB 1/SB 1 appropriates \$4.4 million to Help America Vote Act (HAVA). Committee Substitute SB 1/HCSSB 1: Stayed the same. CCR adopted the same figures.
	House
	Senate

	2010	2011	2012	2013	2014	2015
House	\$15,480,319	\$675,929	\$5,000,000	\$1,000,000	\$5,000,000	\$1,000,000
Senate	\$15,480,319	\$675,929	\$5,000,000	\$1,000,000	\$5,000,000	\$1,000,000

Article II – Health & Human Services

Department of Family and Protective Services:

Programs	Description
Child Abuse and Neglect Prevention Programs - Goal C	Restored CPS funding. HB 1/SB 1 proposed budget amounts are the same, \$64.1 million. This amount is \$2.1 million more than the current budget. Committee Substitute SB 1: adds \$10.0 million to its baseline budget. HCSSB 1 adds \$41.2 million. CCR adopted \$44,042,522 in FY2014 and \$44,822,364 in FY2015.
	House
	Senate

	2010	2011	2012	2013	2014	2015
House	\$45,883,571	\$45,883,571		\$30,997,701	\$51,197,735 \$32,306,917	\$54,110,721 \$31,788,568
Senate	\$45,883,571	\$45,883,571	\$30,997,700	\$30,997,701	\$37,305,170 \$32,306,917	\$36,763,704 \$31,788,568

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Conference Committee Report on SB 1 (2014-15 Biennium)*

Article II – Health & Human Services

Department of State Health Services:

Programs	Description
Mental Health SVCS	HB 1/SB 1 proposed budget amounts are the same, \$551.3 million. This amount is \$1.8 million less than the current budget. Committee Substitute SB 1: adds \$106 million to its baseline budget. HCSSB 1 adds \$108.5 million. CCR adopted \$331,040,750 in FY2014 and \$333,958,331 in FY2015.
Adults – Strategy B.2.1	House
	Senate
Mental Health SVCS Children-Strategy B.2.2	House
	Senate

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Conference Committee Report on SB 1 (2014-15 Biennium)*

Article II – Health & Human Services

Department of State Health Services:

Programs	Description
Mental Health Crisis SVCS – Strategy B.2.3	HB 1/SB 1 proposed budget amounts are the same, \$168.1 million. This amount is \$3.1 million more than the current budget. Committee Substitute SB 1: adds \$40 million to its baseline budget. HCSSB 1 adds \$50 million. CCR adopted \$106,249,880 in FY2014 and \$114,932,744 in FY2015.
	House
	2010
	2011
2012	
2013	
2014	
2015	
Senate	
2010	
2011	
2012	
2013	
2014	
2015	
North-Star Behavioral Health - Strategy B.2.4	HB 1/SB 1 proposed budget amounts are the same, \$210.1 million. This amount is \$15.1 million less than the current budget. Committee Substitute SB 1: adds \$16.5 million to its baseline budget. HCSSB 1 adds \$18.4 million. CCR adopted \$113,398,422 in FY2014 and \$113,194,896 in FY2015.
	House
	2010
	2011
2012	
2013	
2014	
2015	
Senate	
2010	
2011	
2012	
2013	
2014	
2015	
Indigent Health Care (UTMB) Health - Strategy B.3.2	HB 1/SB 1 proposed budget amounts are the same, \$9.8 million. This amount is \$1.7 million less than the current budget. Committee Substitute SB 1/HCSSB 1: Stayed the same. CCR adopted the same figures.
	House
	2010
	2011
2012	
2013	
2014	
2015	
Senate	
2010	
2011	
2012	
2013	
2014	
2015	

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Article II – Health & Human Services

Department of State Health Services:

Programs	Description														
County Indigent Health Care - Strategy B.3.3	HB 1/SB 1 proposed budget amounts are the same, \$4.4 million. This amount is \$51,294 <u>less</u> than the current budget. Committee Substitute SB 1/HCSSB 1: Stayed the same. CCR adopted the same figures.														
	<table border="1"> <thead> <tr> <th>House</th> <th>2010</th> <th>2011</th> <th>2012</th> <th>2013</th> <th>2014</th> <th>2015</th> </tr> </thead> <tbody> <tr> <td></td> <td>\$7,198,442</td> <td>\$7,198,537</td> <td>\$2,201,880</td> <td>\$2,201,879</td> <td>\$2,176,232</td> <td>\$2,176,233</td> </tr> </tbody> </table>	House	2010	2011	2012	2013	2014	2015		\$7,198,442	\$7,198,537	\$2,201,880	\$2,201,879	\$2,176,232	\$2,176,233
House	2010	2011	2012	2013	2014	2015									
	\$7,198,442	\$7,198,537	\$2,201,880	\$2,201,879	\$2,176,232	\$2,176,233									
	<table border="1"> <thead> <tr> <th>Senate</th> <th>2010</th> <th>2011</th> <th>2012</th> <th>2013</th> <th>2014</th> <th>2015</th> </tr> </thead> <tbody> <tr> <td></td> <td>\$7,198,442</td> <td>\$7,198,537</td> <td>\$2,201,880</td> <td>\$2,201,879</td> <td>\$2,176,232</td> <td>\$2,176,233</td> </tr> </tbody> </table>	Senate	2010	2011	2012	2013	2014	2015		\$7,198,442	\$7,198,537	\$2,201,880	\$2,201,879	\$2,176,232	\$2,176,233
Senate	2010	2011	2012	2013	2014	2015									
	\$7,198,442	\$7,198,537	\$2,201,880	\$2,201,879	\$2,176,232	\$2,176,233									

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Conference Committee Report on SB 1 (2014-15 Biennium)*

Article II – Health & Human Services

Department of State Health Services:

Programs	Description
EMS and Trauma Care System - Strategy B.3.1	HB 1/SB 1 proposed budget amounts are the same, \$137.8 million. Committee Substitute SB 1/HCSSB 1: adds \$3.6 million to both baseline amounts. CCR adopted the same figures.
	House
	Senate
	2010 2011 2012 2013 2014 2015
Mental Health State Hospitals - Strategy C.1.3	HB 1/SB 1 proposed budget amounts are the same, \$809.5 million. This is \$26.1 million more than the current budget. Committee Substitute SB 1: adds \$18.3 million to its baseline budget. HCSSB 1 adds \$11 million. CCR adopted \$420,896,736 in FY2014 and \$414,899,705 in FY2015.
	House
	Senate
	2010 2011 2012 2013 2014 2015
Mental Health Community Hospitals - Strategy C.2.1	HB 1/SB 1 proposed budget amounts are the same, \$150.7 million. This is \$43.3 million more than the current budget. Committee Substitute SB 1: Stayed the same. HCSSB 1 adds \$2.4 million. CCR adopted the House's version.
	House
	Senate
	2010 2011 2012 2013 2014 2015

Rev. Date: 06/24/2013, Monday

Sources:

- Conference Committee Report on SB 1 (CCR), May 26, 2013
- CSSB 1, March 13, 2013
- HB 1, Introduced version, January 15, 2013
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- 82nd General Appropriations Act - 2012-13 (Fiscal Size-up, September 12, 2011)
- Notes – from LBB, Summary of Legislative Budget Estimates House/Senate (2014-15 Biennium)

Article III – Higher Education

Texas A&M Forest Service:

Programs	Description																					
Volunteer Fire Department Assistance Program - VFDAP (Wildfire and Emergency Program) – Strategy A.1.1	<p>HB 1 proposed budget amount is \$50.3 million. This is \$122.3 million less than the current budget. SB 1 proposed budget is \$77.5 million, which is \$95.1 million less than the current budget. Committee Substitute SB 1: adds \$10.1 million to the baseline budget, additional \$23.5 million in Article XI (wish list). HCSSB 1 adds \$20 million, additional \$33 million in Article XI (wish list). CCR adopted \$45,005,351 in FY2014 and \$45,038,351 in FY2015.</p>																					
	<table border="1"> <thead> <tr> <th>House</th> <th>2010</th> <th>2011</th> <th>2012</th> <th>2013</th> <th>2014</th> <th>2015</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$35,155,351</td> <td>\$35,188,351</td> </tr> <tr> <td></td> <td>\$42,918,910</td> <td>\$42,918,910</td> <td>\$146,798,063</td> <td>\$25,798,063</td> <td>\$25,125,351</td> <td>\$25,125,351</td> </tr> </tbody> </table>	House	2010	2011	2012	2013	2014	2015						\$35,155,351	\$35,188,351		\$42,918,910	\$42,918,910	\$146,798,063	\$25,798,063	\$25,125,351	\$25,125,351
	House	2010	2011	2012	2013	2014	2015															
						\$35,155,351	\$35,188,351															
	\$42,918,910	\$42,918,910	\$146,798,063	\$25,798,063	\$25,125,351	\$25,125,351																
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Senate	2010	2011	2012	2013	2014	2015																
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Notes – from LBB, Summary of Legislative Budget Estimates House/Senate (2014-15 Biennium)

Article IV Judiciary

Office of Court Administration, Texas Judicial Council:

Programs	Description						
Indigent Defense Commission <i>Strategy D.1.1</i>	HB 1/SB 1 proposed budget amounts are the same, \$62.2 million, which is the same as the current budget. Committee Substitute SB 1/HCSSB 1: adds \$16.7 million to both baseline amounts. Full funding of \$135.5 million in Article XI (wish list) in both bills. CCR adopted the same figures.						
	House	2010	2011	2012	2013	2014	2015
		\$29,614,045	\$29,065,130	\$29,774,951	\$32,512,893	\$48,449,904 \$31,143,922	\$30,546,228 \$31,143,922
	Senate	2010	2011	2012	2013	2014	2015
	\$29,614,045	\$29,065,130	\$29,774,951	\$32,512,893	\$48,449,904 \$31,143,922	\$30,546,228 \$31,143,922	

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Notes – from LBB, Summary of Legislative Budget Estimates House/Senate (2014-15 Biennium)

Article IV Judiciary

Judiciary Section, Comptroller’s Department:

Programs	Description
Assistant Prosecutor Longevity Reimbursement to Counties <i>(Gov. Code 41.255(d) Strategy D.1.1)</i>	<p>These funds are used to supplement the pay of assistant district attorneys that have at least four years of lifetime services credit as an assistant prosecutor. HB 1/SB 1 proposed budget amounts are the same, \$8.1 million, which is \$570,000 more than the current budget. CCR adopted the same figures.</p> <p>Note: Felony prosecutors – payments shall not exceed \$11,083 per year in single-county districts with populations over 50,000; or \$22,500 per year in districts with populations over 50,000; or \$27,500 per year in districts with populations under 50,000 for those district attorneys, criminal district attorneys and county attorneys.</p>

Judiciary Section, Comptroller’s Department:

Programs	Description														
Juror Pay (Judiciary Section, Comptroller’s Dept.) <i>Strategy D.1.8</i>	HB 1/SB 1 proposed budget amounts are the same, \$21.8 million. This amount is \$3.4 million more than the current budget. Committee Substitute SB 1/HCSSB 1: Stayed the same. CCR adopted the same figures.														
	<table border="1"> <thead> <tr> <th>House</th> <th>2010</th> <th>2011</th> <th>2012</th> <th>2013</th> <th>2014</th> <th>2015</th> </tr> </thead> <tbody> <tr> <td></td> <td>\$10,802,000</td> <td>\$10,802,000</td> <td>\$9,181,700</td> <td>\$9,181,700</td> <td>\$10,881,700</td> <td>\$10,881,700</td> </tr> </tbody> </table>	House	2010	2011	2012	2013	2014	2015		\$10,802,000	\$10,802,000	\$9,181,700	\$9,181,700	\$10,881,700	\$10,881,700
	House	2010	2011	2012	2013	2014	2015								
	\$10,802,000	\$10,802,000	\$9,181,700	\$9,181,700	\$10,881,700	\$10,881,700									
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Senate	2010	2011	2012	2013	2014	2015									
	\$10,802,000	\$10,802,000	\$9,181,700	\$9,181,700	\$10,881,700	\$10,881,700									

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Article IV Judiciary

Special Provisions - Judiciary Section, Comptroller's Department

Programs	Description
Sec 11. Judicial Compensation	<p>CCR adopted the following provision: \$17.4 million per year to fund the judicial salary increase which includes benefits. This represents a 12% salary increase for all state judges.</p> <p>Note: This particular appropriation to state judges will require counties to review compensation for all district and statutory county judges prior to September 1, 2013. For additional information click on attachment.</p>

Rev. Date: 06/24/2013, Monday

Page 18

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Article IV Judiciary

Court of Criminal Appeals:

Programs	Description
Judicial Education Goal B	HB 1/SB 1 proposed budget amounts are the same, \$17.2 million, which is the same as the current budget. Funds from the GR Dedicated – Judicial & Court Personnel Training Fund No. 540 are partially allocated among the various riders below. Committee Substitute, SB 1/HCSSB 1: Added \$1.37 million to Goal B. CCR adopted \$18,377,368 for the biennium.
Judicial and Court Personnel Training <i>Govt. Code 74.025 (Rider 7)</i>	HB 1/SB 1 proposed budget amounts are the same, \$850,000 per year. The amount budgeted per fiscal year is designated for the Court of Criminal Appeals to contact with training entities providing for the training and continuing legal education of the clerks and other court personnel of the appellate courts, district courts, county courts at law, county courts, justice courts, and municipal courts. This is the same amount as in the current budget. CCR adopted the same figures.
Judicial Education <i>Rider 2 (a).</i>	HB 1/SB 1 proposed budget amounts are the same, \$807,500 per year. The amount budgeted per fiscal year is for the continuing legal education of judges of county courts performing judicial functions. Committee Substitute, SB 1/ HB 1: Stayed the same. HCSSB 1 adds \$344,000. CCR adopted the same figures.
Judicial Education <i>Rider 2 (b).</i>	HB 1/SB 1 proposed budget amounts are the same, \$608,722 for the 2014-15 biennium. The amount budgeted is for administrative oversight functions. Committee Substitute, SB 1: adds \$400,000 to this rider. CCR adopted \$951,322 for the biennium.
Technical Assistance for Prosecutors & Criminal Defense Attorneys <i>Rider 3 (a).</i>	HB 1/SB 1 proposed budget amounts are the same, \$1.9 million for the 2014-15 biennium. The amount budgeted is to contract with statewide professional associations of prosecuting attorneys to provide continuing legal education courses, programs, and technical assistance projects for prosecutors and prosecutor office personnel. Committee Substitute, SB 1/HCSSB 1: Stayed the same. CCR adopted \$2,507,500 for the biennium.

Rev. Date: 06/24/2013, Monday

Page 19

Sources:

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82nd General Appropriations Act - 2012-13 (Fiscal Size-up, September 12, 2011)

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Conference Committee Report on SB 1 (2014-15 Biennium)*

Article IV Judiciary

Court of Criminal Appeals:

Programs	Description
Prosecutors & Criminal Defense Attorneys <i>Rider 3 (b).</i>	HB 1/SB 1 proposed budget amounts are the same, \$2.2 million for the 2014-15 biennium. The amount budgeted is to contract with a statewide professional association of criminal defense attorneys and other entities that provide continuing legal education courses, programs and technical assistance projects for criminal defense attorneys who regularly represent indigent defendants in criminal matters. Committee Substitute, SB 1/HCSSB 1: Stayed the same. CCR adopted \$2,210,000 for the biennium.

Article V – Public Safety & Criminal Justice

Department of Criminal Justice:

Programs	Description																												
Basic Supervision <i>Strategy A.1.1</i>	HB 1/SB 1 proposed budget amounts are the same, \$155.6 million. This amount is \$64.8 million less than the current budget. Committee Substitute SB 1/HCSSB 1: \$5.8 million is reduced in both baseline amounts. CCR adopted \$110,159,693 in FY20114 and \$113,135,151 in FY2015.																												
	<table border="1"> <thead> <tr> <th>House</th> <th>2010</th> <th>2011</th> <th>2012</th> <th>2013</th> <th>2014</th> <th>2015</th> </tr> </thead> <tbody> <tr> <td></td> <td>\$111,443,958</td> <td>\$112,680,413</td> <td>\$110,355,121</td> <td>\$109,969,834</td> <td>\$75,020,875</td> <td>\$74,796,333</td> </tr> <tr> <td>Senate</td> <td>2010</td> <td>2011</td> <td>2012</td> <td>2013</td> <td>2014</td> <td>2015</td> </tr> <tr> <td></td> <td>\$111,443,958</td> <td>\$112,680,413</td> <td>\$110,355,121</td> <td>\$109,969,834</td> <td>\$75,020,875</td> <td>\$74,796,333</td> </tr> </tbody> </table>	House	2010	2011	2012	2013	2014	2015		\$111,443,958	\$112,680,413	\$110,355,121	\$109,969,834	\$75,020,875	\$74,796,333	Senate	2010	2011	2012	2013	2014	2015		\$111,443,958	\$112,680,413	\$110,355,121	\$109,969,834	\$75,020,875	\$74,796,333
House	2010	2011	2012	2013	2014	2015																							
	\$111,443,958	\$112,680,413	\$110,355,121	\$109,969,834	\$75,020,875	\$74,796,333																							
Senate	2010	2011	2012	2013	2014	2015																							
	\$111,443,958	\$112,680,413	\$110,355,121	\$109,969,834	\$75,020,875	\$74,796,333																							

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Article V – Public Safety & Criminal Justice

Department of Criminal Justice:

Programs	Description																												
Prison Diversions (Treatment Alternatives, Community Corrections) – <i>Goal A</i>	<p>HB 1/SB 1 proposed budget amounts are the same, \$556 million. This amount is \$485,693 less than the current budget. Committee Substitute SB 1: adds \$24.2 million to its baseline budget. HCSSB 1 adds \$43 million. CCR adopted \$297,711,932 in FY2014 and \$301,087,389 in FY2015.</p> <table border="1"> <thead> <tr> <th>House</th> <th>2010</th> <th>2011</th> <th>2012</th> <th>2013</th> <th>2014</th> <th>2015</th> </tr> </thead> <tbody> <tr> <td></td> <td>\$280,412,879</td> <td>\$286,024,332</td> <td>\$277,236,527</td> <td>\$279,251,242</td> <td>\$297,801,860</td> <td>\$301,327,965</td> </tr> <tr> <td>Senate</td> <td>2010</td> <td>2011</td> <td>2012</td> <td>2013</td> <td>2014</td> <td>2015</td> </tr> <tr> <td></td> <td>\$280,412,879</td> <td>\$286,024,332</td> <td>\$277,236,527</td> <td>\$279,251,242</td> <td>\$290,236,932</td> <td>\$290,012,389</td> </tr> </tbody> </table>	House	2010	2011	2012	2013	2014	2015		\$280,412,879	\$286,024,332	\$277,236,527	\$279,251,242	\$297,801,860	\$301,327,965	Senate	2010	2011	2012	2013	2014	2015		\$280,412,879	\$286,024,332	\$277,236,527	\$279,251,242	\$290,236,932	\$290,012,389
House	2010	2011	2012	2013	2014	2015																							
	\$280,412,879	\$286,024,332	\$277,236,527	\$279,251,242	\$297,801,860	\$301,327,965																							
Senate	2010	2011	2012	2013	2014	2015																							
	\$280,412,879	\$286,024,332	\$277,236,527	\$279,251,242	\$290,236,932	\$290,012,389																							
Academic/ Vocational Training – <i>Strategy C.2.2</i>	<p>HB 1/SB 1 proposed budget amounts are the same \$3.8 million. This amount is \$1.1 million more than the current budget. Committee Substitute SB 1/HCSSB 1: Stayed the same. CCR adopted the same figures.</p> <table border="1"> <thead> <tr> <th>House</th> <th>2010</th> <th>2011</th> <th>2012</th> <th>2013</th> <th>2014</th> <th>2015</th> </tr> </thead> <tbody> <tr> <td></td> <td>\$2,332,715</td> <td>\$2,332,714</td> <td>\$1,363,883</td> <td>\$1,363,883</td> <td>\$1,919,044</td> <td>\$1,919,044</td> </tr> <tr> <td>Senate</td> <td>2010</td> <td>2011</td> <td>2012</td> <td>2013</td> <td>2014</td> <td>2015</td> </tr> <tr> <td></td> <td>\$2,332,715</td> <td>\$2,332,714</td> <td>\$1,363,883</td> <td>\$1,363,883</td> <td>\$1,919,044</td> <td>\$1,919,044</td> </tr> </tbody> </table>	House	2010	2011	2012	2013	2014	2015		\$2,332,715	\$2,332,714	\$1,363,883	\$1,363,883	\$1,919,044	\$1,919,044	Senate	2010	2011	2012	2013	2014	2015		\$2,332,715	\$2,332,714	\$1,363,883	\$1,363,883	\$1,919,044	\$1,919,044
House	2010	2011	2012	2013	2014	2015																							
	\$2,332,715	\$2,332,714	\$1,363,883	\$1,363,883	\$1,919,044	\$1,919,044																							
Senate	2010	2011	2012	2013	2014	2015																							
	\$2,332,715	\$2,332,714	\$1,363,883	\$1,363,883	\$1,919,044	\$1,919,044																							

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Article V – Public Safety & Criminal Justice

Department of Criminal Justice:

Programs	Description						
Project Reintegration of Offenders (RIO) – Strategy C.2.3	Zero funding for 2014-15.						
	House	2010	2011	2012	2013	2014	2015
		\$5,043,000	\$5,157,308	\$0	\$0	\$0	\$0
	Senate	2010	2011	2012	2013	2014	2015
	\$5,043,000	\$5,157,308	\$0	\$0	\$0	\$0	
In-Prison Treatment - Strategy C.2.5	HB 1/SB 1 proposed budget amounts are the same, \$69.7 million, which is \$218,682 less than the current budget. Committee Substitute SB 1/HCSSB 1: Stayed the same. CCR adopted the same figures.						
	House	2010	2011	2012	2013	2014	2015
		N/A	N/A	\$34,943,615	\$34,943,615	\$34,834,274	\$34,834,274
	Senate	2010	2011	2012	2013	2014	2015
	N/A	N/A	\$34,943,615	\$34,943,615	\$34,834,274	\$34,834,274	

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Article V – Public Safety & Criminal Justice

Department of Criminal Justice:

Programs	Description																					
Operate Parole System – Goal F	HB 1/SB 1 proposed budget amounts are the same, \$321.5 million. This amount is \$9.9 million more than the current budget. Committee Substitute SB 1/HCSSB 1: adds \$10.0 million to both baseline amounts. CCR adopted the same figures.																					
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Senate	2010	2011	2012	2013	2014	2015																
					\$165,131,533	\$166,393,286																
	\$149,530,590	\$159,772,426	\$155,561,513	\$156,058,081	\$159,755,695	\$161,790,664																

Commission on Jail Standards:

Programs	Description
Standards – Goal A	Effective Jail Standards: HB 1/SB 1 proposed budget amounts are the same, \$1.1 million. This amount is \$55,505 less than the current budget. CCR adopted the same figures.

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Article V – Public Safety & Criminal Justice

Juvenile Probation Commission (JPC) and Juvenile Justice Department (JJD):

Programs	Description														
Juvenile Justice Alternative Education Programs – Strategy A.1.6	Newly formed agency Texas Juvenile Justice Department (JJD) budget is combined with Juvenile Probation Commission (JPC) budget for fiscal years 2012-13. JPC received \$4.2 million for fiscal year 2012 only, while JJD was funded \$12.8 million under this same strategy. Note: Funding for JJD includes a reduction of \$76.1 million in All Funds (\$63.5 million in General Revenue Funds). These reductions are primarily related to declining LBB staff projected populations of juvenile offenders in state facilities. HB 1/SB 1 proposed budget amounts are the same, \$17.2 million. Committee Substitute SB 1/HCSSB 1: Stayed the same. Senate also added \$3 million for the Starr County Juvenile Justice Center and \$11.9 million for the diversion initiative program in Article XI (wish list). CCR adopted the same figures.														
	<table border="1"> <thead> <tr> <th>House</th> <th>2010</th> <th>2011</th> <th>2012</th> <th>2013</th> <th>2014</th> <th>2015</th> </tr> </thead> <tbody> <tr> <td></td> <td>\$11,476,023</td> <td>\$11,534,404</td> <td>\$8,570,701</td> <td>\$8,614,302</td> <td>\$8,614,302</td> <td>\$8,614,302</td> </tr> </tbody> </table>	House	2010	2011	2012	2013	2014	2015		\$11,476,023	\$11,534,404	\$8,570,701	\$8,614,302	\$8,614,302	\$8,614,302
	House	2010	2011	2012	2013	2014	2015								
	\$11,476,023	\$11,534,404	\$8,570,701	\$8,614,302	\$8,614,302	\$8,614,302									
<table border="1"> <thead> <tr> <th>Senate</th> <th>2010</th> <th>2011</th> <th>2012</th> <th>2013</th> <th>2014</th> <th>2015</th> </tr> </thead> <tbody> <tr> <td></td> <td>\$11,476,023</td> <td>\$11,534,404</td> <td>\$8,570,701</td> <td>\$8,614,302</td> <td>\$8,614,302</td> <td>\$8,614,302</td> </tr> </tbody> </table>	Senate	2010	2011	2012	2013	2014	2015		\$11,476,023	\$11,534,404	\$8,570,701	\$8,614,302	\$8,614,302	\$8,614,302	
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	\$11,476,023	\$11,534,404	\$8,570,701	\$8,614,302	\$8,614,302	\$8,614,302									

Sources:

Conference Committee Report on SB 1 (CCR), May 26, 2013

CSSB 1, March 13, 2013

HB 1, Introduced version, January 15, 2013

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82nd General Appropriations Act - 2012-13 (Fiscal Size-up, September 12, 2011)

Notes – from LBB, Summary of Legislative Budget Estimates House/Senate (2014-15 Biennium)

Article V – Public Safety & Criminal Justice

Juvenile Probation Commission (JPC) and Juvenile Justice Department (JJD):

Programs	Description														
Harris County Leadership Academy (formerly known as Harris County Boot Camp) Rider 30	HB 1/SB 1 proposed budget amounts are the same, \$2 million. Committee Substitute SB 1/HCSSB 1: Stayed the same. CCR adopted the same figures.														
	<table border="1"> <thead> <tr> <th>House</th> <th>2010</th> <th>2011</th> <th>2012</th> <th>2013</th> <th>2014</th> <th>2015</th> </tr> </thead> <tbody> <tr> <td></td> <td>\$1,000,000</td> <td>\$1,000,000</td> <td>\$1,000,000</td> <td>\$1,000,000</td> <td>\$1,000,000</td> <td>\$1,000,000</td> </tr> </tbody> </table>	House	2010	2011	2012	2013	2014	2015		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
House	2010	2011	2012	2013	2014	2015									
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Senate	2010	2011	2012	2013	2014	2015									
	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000									

Article VI – Natural Resources

Department of Agriculture:

Programs	Description
Texans Feeding Texans (Home Delivered Meal Grant Program) – Strategy D.2.1	Funding counties’ Meal on Wheels programs and various other nonprofit organizations that provide daily meals to the elderly and disabled. No significant reduction to this program, approximately \$9 million per fiscal year. Committee Substitute SB 1/HCSSB 1: Stayed the same. CCR adopted the same figures.

Sources:

- Conference Committee Report on SB 1 (CCR), May 26, 2013
- CSSB 1, March 13, 2013
- HB 1, Introduced version, January 15, 2013
- SB 1, Introduced version, January 15, 2013
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Article VI – Natural Resources

Commission on Environmental Quality:

Programs	Description
Air Quality Assessment and Planning – <i>Rider 25 (from Strategy A.1.1)</i>	Provides funding for the Low Income Vehicle Repair, Replacement and Retrofit (LIRAP) for air quality grants to local governments - HB 1/SB 1 proposed budget amounts are the same, \$11.2 million. Also, \$1.25 million is for county to implement local initiatives projects to reduce air emissions, including but not limited to the following: the expansion of AirCheck Texas Repair and Replacement Assistance Program, TCEQ Smoking Vehicle program, and the enhancement of transportation system improvements. CCR adopted \$14,079,280 to fund LIRAP for the biennium.
Texas Emission Reduction Plan (TERP) Grants & Administration – <i>Rider 21</i>	Provides financial incentives to eligible individuals, businesses or local governments to reduce emissions from polluting vehicles and equipment - HB 1/SB 1 proposed budget amounts are the same, \$130.3 million. This amount is \$16 million more than the current budget. Additional funds in Article XI (wish list) in both bills: Senate \$88.4 million and House \$139.6 million. CCR adopted \$77,596,164 for both years.

Sources:

Conference Committee Report on SB 1 (CCR), May 26, 2013

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82nd General Appropriations Act - 2012-13 (Fiscal Size-up, September 12, 2011)

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Article VI – Natural Resources

Parks and Wildlife Department:

Programs	Description																												
Local Park, Boating Access and Other Grants – Strategy B.2.1	<p>HB 1/SB 1 proposed budget amounts are the same, \$868,960, which is \$12,500 less than the current budget. Note: A decrease of \$4.4 million in Federal Funds for completed local park acquisition and development, and completed local boat ramp and recreational trail grant projects. Committee Substitute SB 1: Stayed the same. HCSSB 1 adds \$1 million. Both bills include additional funding of \$15.5 million to restore local park funding in Article XI (wish list). CCR adopted \$8,184,480 per year.</p> <table border="1"> <thead> <tr> <th>House</th> <th>2010</th> <th>2011</th> <th>2012</th> <th>2013</th> <th>2014</th> <th>2015</th> </tr> </thead> <tbody> <tr> <td></td> <td>\$20,857,570</td> <td>\$15,354,860</td> <td>\$434,480</td> <td>\$446,980</td> <td>\$934,480</td> <td>\$934,480</td> </tr> <tr> <td>Senate</td> <td>2010</td> <td>2011</td> <td>2012</td> <td>2013</td> <td>2014</td> <td>2015</td> </tr> <tr> <td></td> <td>\$20,857,570</td> <td>\$15,354,860</td> <td>\$434,480</td> <td>\$446,980</td> <td>\$434,480</td> <td>\$434,480</td> </tr> </tbody> </table>	House	2010	2011	2012	2013	2014	2015		\$20,857,570	\$15,354,860	\$434,480	\$446,980	\$934,480	\$934,480	Senate	2010	2011	2012	2013	2014	2015		\$20,857,570	\$15,354,860	\$434,480	\$446,980	\$434,480	\$434,480
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Senate	2010	2011	2012	2013	2014	2015																							
	\$20,857,570	\$15,354,860	\$434,480	\$446,980	\$434,480	\$434,480																							

Soil and Water Conservation Board:

Programs	Description
Flood Control Dam Grant Program (Rider 8)	<p>HB 1/SB 1 proposed budget amounts are the same, \$4 million. Committee Substitute SB 1/ HCSSB 1: Adds \$10 million to its baseline budget. CCR adopted \$14.8 million.</p>

Sources:

- Conference Committee Report on SB 1 (CCR), May 26, 2013
- CSSB 1, March 13, 2013
- HB 1, Introduced version, January 15, 2013
- SB 1, Introduced version, January 15, 2013
- 82nd General Appropriations Act - 2012-13 (Fiscal Size-up, September 12, 2011)
- Notes – from LBB, Summary of Legislative Budget Estimates House/Senate (2014-15 Biennium)

Article VII – Business and Economic Development

Department of Motor Vehicles:

Programs	Description						
Automobile Burglary and Theft Grants – <i>Strategy B.2.1</i>	HB 1/SB 1 proposed budget amounts are the same, \$29.8 million, which is \$15,059 less than the current budget. Committee Substitute SB 1: adds \$3.0 million to its baseline budget. HCSSB 1 stayed the same. CCR adopted the House’s version.						
	House	2010	2011	2012	2013	2014	2015
		\$15,214,355	\$0	\$14,911,870	\$14,911,870	\$14,904,341	\$14,904,340
	Senate	2010	2011	2012	2013	2014	2015
		\$15,214,355	\$0	\$14,911,870	\$14,911,870	\$16,394,775	\$16,394,774
						\$14,904,341	\$14,904,340

Sources:

Conference Committee Report on SB 1 (CCR), May 26, 2013

CSSB 1, March 13, 2013

HB 1, Introduced version, January 15, 2013

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82nd General Appropriations Act - 2012-13 (Fiscal Size-up, September 12, 2011)

Notes – from LBB, Summary of Legislative Budget Estimates House/Senate (2014-15 Biennium)

Article VII – Business and Economic Development

Workforce Commission:

Programs	Description						
Project Reintegration of Offenders (RIO) – Strategy A.1.7	Project RIO provides a link between education, training and employment for participants during incarceration and employment, training and education after release. Zero funding for 2014-15.						
	House	2010	2011	2012	2013	2014	2015
		\$10,761,725	\$10,764,151	\$0	\$0	\$0	\$0
	Senate	2010	2011	2012	2013	2014	2015
		\$10,761,725	\$10,764,151	\$0	\$0	\$0	\$0

Sources:

Conference Committee Report on SB 1 (CCR), May 26, 2013

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Article VII – Business and Economic Development

Department of Transportation:

Programs	Description
Planning, Design, and Management - Strategy A.1.1	HB 1/SB 1 proposed budget amounts are the same, \$717.7 million, which is \$111.1 million more than the current budget. Committee Substitute SB 1/HCSSB 1: Stayed the same. CCR adopted the same figures.
	House
	Senate
Right of Way Acquisition – Strategy A.1.3	HB 1/SB 1 proposed budget amounts are the same, \$717.5 million, which is \$291 million less than the current budget. Committee Substitute SB 1: Stayed the same. HCSSB 1 adds \$30 million in FY 2015. CCR adopted the House’s version.
	House
	Senate

	2010	2011	2012	2013	2014	2015
House	\$219,220,658	\$134,106,369	\$308,072,136	\$298,493,553	\$358,442,421	\$359,259,513
Senate	\$219,220,658	\$134,106,369	\$308,072,136	\$298,493,553	\$358,442,421	\$359,259,513
House	\$344,807,796	\$196,132,979	\$589,889,339	\$418,715,132	\$512,445,837	\$235,055,686
Senate	\$344,807,796	\$196,132,979	\$589,889,339	\$418,715,132	\$512,445,837	\$205,055,686

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- Notes – from LBB, Summary of Legislative Budget Estimates House/Senate (2014-15 Biennium)

LEGISLATION OF SIGNIFICANT INTEREST FOR COUNTIES IN THE 83RD TEXAS LEGISLATURE

Budget

Last session, the Legislature faced a cash crunch and made dramatic funding cuts, including to some county programs. This session, the State's cash situation was much rosier, and the [2014-2015 budget](#) restores some, but not all, of those cuts. The conference committee report includes more funding for K-12 education, reduction of diversions from Fund 6 (the major source of transportation funding), and \$5.2 billion in additional funding for health and human services.

Some county programs, and how they fare in the 2014-2015 budget:

- Lateral Road Funds – at \$14.8 million, a modest increase in funding over the next two years.
- Local Continuing Education Grants for Law Enforcement Officers – After zeroing out the line item two years ago, budget conferees restored the program's \$6 million per year.
- Disaster Funding to State and Local Agencies – Budget conferees agreed on \$33.7 million in FY 2014 and \$29.6 million in FY 2015, up from a combined \$39 million in 2012-13.
- Criminal Justice Grants to State and Local Entities – they took a \$35 million hit last biennium, but funding increased by \$13 million, to \$189.2 million, in the biennium to come.
- Drug Courts – legislative funding was cut in half in 2012-13, and left unchanged this session at \$750,000 per year.
- Courthouse Preservation Program – Budget conferees agreed on \$461,151 per year to operate the department within the Texas Historical Commission that administers the program – for salaries, etc. However, the conferees eliminated funding for the actual program.
- Mental Health Services for Children – Budget conferees agreed on \$201 million for the FY 2014-2015 biennium.
- County Indigent Health Care – The House and Senate agreed on \$2.17 million per year for the biennium.
- Indigent Defense – House and Senate both agreed on \$48.4 million in FY 2014 and \$30.5 million in FY 2015.
- Automobile Burglary and Theft Grants – Budget conferees agreed on \$14.9 million per year.

Budget Diversions

For years, the Legislature has been increasingly reliant on a combination of diversions of dedicated funds and withholding funds to certify the budget as strategies to balance the budget. This session, given the improved cash situation, there was considerable discussion of reducing the Legislature's reliance on both. The [budget](#) does reduce diversions from Fund 6, but not significantly. In the end, the Legislature voted to study the issue further in HB 7, *infra*.

[HB 7](#) – by Darby. This bill directs the Legislative Budget Board (LBB) to develop and implement a process to review the dedication, appropriation, and accumulation of general revenue-dedicated funds. The bill further directs LBB to come up with measures on how to reduce the reliance on dedicated funds over the next six years. Among other provisions, the bill expands the use of various dedicated fund accounts. *Effective 6/14/2013, except Section 19 takes effect 9/1/2015.*

Property Tax Policy

- *Property Tax Exemptions*

In recent years, the trend towards filing bills and joint resolutions to create or extend various property tax exemptions has accelerated. Such legislation is very appealing to legislators, who claim credit for helping particular populations while imposing an unfunded mandate on local governments. This session, approximately 60 such bills were filed.¹ Of these, two passed and will go before the voters in November:

[HJR 62](#) and [SB 163](#) – mandatory residence homestead property tax exemption for the surviving spouse of a member of the armed forces who is killed in action, so long as the spouse does not remarry.

[HJR 24](#) and [HB 97](#) – mandatory residence homestead property tax exemption for a disabled veteran or the surviving spouse of one, set at the same percentage as the level of the veteran's disability rating.

Property tax exemptions produce a reduction in total value available to be taxed. Each affected taxing entity is left with two choices:

- a) leave tax rates the same and accept a reduction in available revenues, even though exemptions almost never reduce demand for services; or,

¹ A spreadsheet listing the bills, the activity or class they are exempting, and their potential fiscal impact (as measured in preliminary analyses from the LBB) was provided to the Court in April and is available upon request.

- b) adjust tax rates and shift the tax burden to other, non-exempted taxpayers.

In April, the Court added the following Policy Position to the Legislative Agenda:

Support legislation that gives counties and other local governments additional permissive authority to grant property tax exemptions.

- *Property Tax Collections*

[HB 1597](#) – by Gonzalez, Naomi. This bill allows an individual who is disabled or at least 65 years of age and qualifies for a residence homestead exemption or a disabled veteran who qualifies for an exemption to make installment payments on the ad valorem taxes imposed on the residence homestead of the individual in four equal installments without penalty or interest if:

- the first installment is paid before the delinquency date, and
- is accompanied by a notice to the taxing unit that the person will pay the remaining taxes in three equal installments; and,
- the remaining three installments are paid before, respectively, April 1, June 1, and August 1.

The bill also prohibits the penalty from accruing on the unpaid balance during the period of the agreement and provides new language that must be included in a notice of delinquency instructing the homeowner to contact their tax office regarding entering into an installment agreement. *Effective 9/1/2013.*

Appraisal and Revenue Caps

As in past sessions, several bills were filed to lower or otherwise modify appraisal caps and revenue caps. *None of the bills got out of committee.*

The appraisal cap bills fell into three broad categories:

- 1) Constitutional amendment and enabling legislation to reduce the appraisal cap below the current 10%: [HJR 58](#) and [HB 428](#) (Creighton), [SJR 15](#) and [SB 154](#) (Patrick), [SJR 9](#) and [SB 95](#) (Nichols)
- 2) Constitutional amendment and enabling legislation to establish a 10% limitation on increases to the appraisal of commercial or industrial property: [SJR 14](#) and [SB 155](#) (Patrick); and,
- 3) Constitutional amendment and enabling legislation to establish a 5% limitation on increases to the appraisal of all real property: [HJR 84](#) and [HB 1338](#) (Bell)

The revenue cap bills were heard in committee and left pending: [SB 102](#) (Patrick) and [SB 144](#) (Williams).

Water Infrastructure Funding

[HB 4](#) – by Ritter. This bill serves as the enabling legislation for [SJR 1](#) and together with this proposed constitutional amendment and [HB 1025](#) will provide \$2 billion for funding the state water plan. It creates two funds in the state treasury and outside the general revenue fund, sets aside no less than 10 percent of the funds for rural political subdivisions or agricultural water conservation and no less than 20 percent for water conservation and reuse projects. It also restructures the Water Development Board from 6 part-time members to three full-time, paid members, and sets forth requirements for areas of expertise for them. *Effective 9/1/2013, with certain sections contingent upon voter approval of SJR 1.*

[SJR 1](#) – by Williams/Pitts. This proposed constitutional amendment creates a State Water Implementation Fund, subject to voter approval. Contingent on that approval, [HB 1025](#), one of two supplemental appropriations bills to address issues in the 2012-2013 biennium (the other is [HB 10](#)), transfers \$2 billion from the Rainy Day Fund into the new fund.

Transportation/Mobility Funding

TxDOT officials told lawmakers at the start of the session that the agency needed an additional \$4 billion in revenue each year *just to maintain current levels of congestion*. They also requested another \$1.6 billion to address roads [torn up by truck activity](#) in South and West Texas counties in the midst of an oil drilling boom. Budget writers ultimately found only \$850 million extra for TxDOT, with \$450 million of that dedicated to counties affected by energy development.

The \$450 million was contained in [HB 1025](#) by Rep. Jim Pitts (R-Waxahachie), which made the money contingent upon passage of legislation that included overweight truck fine increases and legislation to develop a program for disbursing grants to counties experiencing increased oil and gas activity. The overweight truck fine increases are in [HB 2741](#) by Rep. Larry Phillips (R-Sherman), which includes long overdue overweight truck fine increases, topping out at \$10,000.

The grants program for counties with increased oil and gas activity was in [SB 1747](#) by Sen. Carlos Uresti (D-San Antonio), which allows a county to designate an area affected by oil and gas exploration and production and create a county energy transportation reinvestment zone. The bill includes requirements for creating the zone and permits such zones to fund projects with tax increment financing or, alternatively, through bonds issued by a road utility district with the same boundaries as the zone.

- Enhanced Transportation Funding

Efforts to enhance transportation funding during the regular session focused on two strategies: reducing diversions from Fund 6 and increasing transportation revenues. As mentioned above, the 2014-2015 budget makes some progress on the former goal, but legislation to accomplish the latter goal failed.

[HB 3664](#) – by Darby. This bill would increase vehicle registration fees by \$30. The incremental revenue from this increase goes to the State Highway Fund, with one-third to be used for payments on voter approved transportation debt and two-thirds to be used for acquiring ROW, planning, designing, and constructing nontolled improvements to the state highway system. *Died on the House floor.*

[HB 3666](#) – by Darby. This bill allows for a \$15 public safety surcharge to be assessed and collected along with vehicle inspection fees. The revenue would be deposited into the general revenue fund for DPS, thus reducing the diversions from Fund 6. *Died in the Calendars Committee.*

- Comprehensive Development Agreements

Several years ago, as Texans grew concerned that TxDOT was moving too fast on new toll projects with private companies, the Legislature began a new tradition of passing a bill each session to authorize certain “[comprehensive development agreements](#)” to move forward. [SB 1730](#) by Nichols/Phillips includes about a dozen road projects, most around Dallas-Fort Worth and Houston that TxDOT can now develop with private entities. Toll roads or toll lanes are expected to be a feature of most of the projects. *Effective on 9/1/2013.*

- Regional Mobility Authorities

Separately, [SB 1489](#) by Watson/Phillips will make it easier for [regional mobility authorities](#) – quasi-public agencies that often spearhead toll projects – to work on such projects with cities and counties just outside their jurisdiction. *Effective on 5/18/2013.*

- Transportation Reinvestment Zones

Lawmakers also passed several new laws easing the way for communities to make better use of a financing tool called [Transportation Reinvestment Zones](#), or TRZs. When a city or county establishes an area as a TRZ, it can borrow money to fund a transportation project with plans to pay the loan back from the additional (typically, property) tax revenue the project is expected to attract. [SB 1110](#) by Nichols/Pickett removes limits on the use of sales tax revenue in TRZ financing. *Effective on 9/1/2013.*

Transparency

So-called “transparency” legislation received a big [boost](#) from the Comptroller, who made it her signature issue during the session. The focus, of course, was on transparency of local governments.

[HB 14](#) / [SB 14](#) – by Pitts / Williams. This was the omnibus bill, affecting K-12 schools, cities, counties and special districts. Notwithstanding the problematic provisions that would create confusion and additional expense for counties, the CUC, TAC, and CJCAT withdrew their opposition after several clarifying amendments were added. However, neither bill passed.

Although an omnibus bill did not pass, several components of the Combs’ proposals affecting counties became law:

[SB 637](#) – by Paxton / Flynn. This bill changes the content required for a county to properly call for a debt obligation election. A county must publish an election order including, among other things:

- a) the proposition language that will appear on the ballot;
- b) the purpose for which the debt obligations are being authorized;
- c) the principal amount of debt obligations; and
- d) the taxes necessary to be raised to pay back the debt.

The election order must be posted at each polling location during an election, in three public places in the county 21 days before the election and on the county’s website 21 days before the election if the county maintains a website. *Effective 9/1/2013.*

[SB 656](#) – by Paxton / Button. This bill adds requirements to the procedures that the commissioners court must undergo in order to properly pass a budget.

- 1) Any budget must be approved by a record vote.
- 2) The adopted budget must include a cover page with a specific statement about how much revenue will be raised relative to the previous year.
- 3) The cover page must also state the debt obligations owed by the county and the property tax rates for the preceding fiscal year.
- 4) A copy of the record vote on the budget must be posted.

Effective 9/1/2013.

[SB 843](#) – by Paxton / Hilderbran. The bill sets up extensive internet reporting requirements for the Comptroller regarding local governments and other political subdivisions. Local governments would have to provide the information, and the

Comptroller would make it available on the website. Much information is already available, but there would be some costs to collect and provide the additional information to the Comptroller. *The bill did not pass.*

[SB 1510](#) – by Hinojosa / Hilderbran. This bill seeks to provide the public an easier method for understanding property tax rate notices for counties and municipalities. It simplifies the information that must be included in such notices and requires publication on the local government’s website as well as in a newspaper of general circulation. *Effective on 1/1/2014.*

Elections

[SB 578](#) – by Duncan / Sheffield, J.D. Under current law, counties can consolidate precincts into “voting centers” except in primary and primary runoff elections. This would allow their use in primaries and primary runoffs as well. *Effective on 9/1/2013.*

Judiciary and Courts Administration

Judicial Pay Raise – The 2014-2015 budget includes a 12% pay raise for judges, including associate judges.

[HB 3153](#) – by Lewis / West. Omnibus courts creation bill, creating five new district courts and four new county courts throughout the state, as well as some provisions affecting magistrates and juvenile board. The bill includes a district court and a county court at law, both with criminal jurisdiction, in Travis County to take effect on September 1, 2015. *Effective on various dates.*

[HB 2302](#) – by Hunter / West. The Texas Supreme Court has mandated that courts use an electronic filing system. This bill would establish a state e-filing fund, paid for as follows:

- a \$20 filing fee on civil cases in district or county courts;
- a \$10 filing fee on civil cases in justice of the peace courts; and
- a \$5 court cost assessed upon a criminal conviction.

The fees and costs would be collected and accounted for by counties. The revenue would pay for upgrades to the State’s e-filing system, and to create a grant program to allow counties to catch up on their technology.

The bill also permits a county to charge an additional \$2 filing fee, but only as necessary to offset its costs of developing and maintaining an electronic filing system. The \$2 fee is effective on January 1, 2014, and expires on September 1, 2019. *Effective on 9/1/2013.*

[SB 390](#) – by West / Lewis. This bill changes the effective dates of all new or amended court costs and fees collected by the clerk of a district, county, statutory, municipal or justice court until the next January after the law takes effect. *Effective on 6/14/2013.*

[HB 1513](#) – by Lewis / West. Relating to temporary increases in the records archive fees and the records management preservation fees charged by district and county clerks. Allows a commissioners court to increase the records archive fee from \$5 to not more than \$10. Monies from the fee must be used for the preservation and restoration of the district court records archive. The bill also allows a county clerk to increase both the records management and preservation fee and the records archive fee from \$5 to not more than \$10. *Effective Dates: On 9/1/2013, commissioners courts and county clerks are authorized to increase the above mentioned fees; on 9/1/2019, the maximum fee amounts are reverted back to the amounts set prior to 9/1/2013. The amended court costs and fees become effective 1/1/14 due to the passage of [SB 390](#) which amended Government Code, Section 51.607.*

[HB 2021](#) – by Rodriguez, E. / Hinojosa. This bill authorizes a commissioners court to contract with a private attorney or public or private vendor for the collection of an amount owed to the county relating to a civil case, including unpaid fines, fees or court costs if the amount is more than 60 days overdue. It also allows the county to authorize the addition of a collection fee of 30 percent of the amount referred to compensate the contracted collector. This does not apply to the collection of commercial bail bonds. *Effective on 6/14/2013.*

Indigent Defense

[HB 1318](#) – by Turner, Sylvester / Whitmire. As filed, this bill required a court in certain juvenile cases to appoint counsel within a reasonable time before the first detention hearing to represent the child at that hearing, unless the court finds that the appointment is not feasible due to exigent circumstances. The bill was amended to include a number of provisions relating to caseloads and reporting for attorneys representing indigent defendants:

- requires a county to prepare and provide to the Texas Indigent Defense Commission (“Commission”) information that describes for the preceding fiscal year the number of court appointments for indigent defendants made to each attorney accepting appointments in the county.

- requires a county to provide to the Commission any plans or proposals submitted to the commissioners court with respect to public defender offices and managed assigned counsel programs, certain contracts relating to a contract defender program and any revisions to plans, proposals or contracts previously submitted to the Commission.
- requires a court appointed attorney to submit information that describes the percentage of the attorney's practice time that was dedicated to court appointments for indigent defendants to the county each year on a form prescribed by the Commission.
- prohibits a public defender's office from accepting an appointment to represent an indigent defendant if the acceptance of the appointment would violate the maximum allowable caseloads established at the office and requires a court to determine whether the chief public defender has demonstrated adequate good cause for refusing the appointment.
- requires the Commission to conduct a study for the purpose of determining guidelines for establishing a maximum allowable caseload for a criminal defense attorney representing indigent defendants.

Effective on 9/1/2013, except Sections 1 and 6 take effect 9/1/2014.

Criminal Justice

[SB 484](#) – by Whitmire. This bill requires a commissioners court in a county with a population of more than 200,000 to establish a prostitution prevention program for defendants charged with a prostitution offense unless a municipality in the county has established such a program, subject to sufficient federal or state funding for that purpose. Counties that are mandated to establish a program must apply for federal and state funds; counties failing to establish and maintain a program as required are ineligible to receive state funds for a community supervision and corrections (i.e., adult probation) department. It authorizes certain fees that may be collected from participants in the program, sets forth certain program powers and duties, and makes the authority to establish the program permissive in counties with populations of 200,000 or less.
Effective on 9/1/2013.

This bill did not pass, but would have had a significant impact on counties. [SB 262](#) – by Huffman, as originally filed, would cut off criminal justice grant funding to ALL criminal justice or law enforcement entities in a county if the county fell below 90% reporting threshold for criminal case dispositions. Although it was amended to give counties notice and opportunity to cure, its provisions were still thought very restrictive.

Juvenile Justice

[SB 511](#) – This bill applies to Travis County, and creates a pilot project wherein the county’s juvenile courts may sentence juvenile felony offenders to its post-adjudication secure facility instead of to a state facility operated by the Texas Juvenile Justice Department. The change requires approval of the local Juvenile Board. The pilot ends on December 31, 2018. *Effective on June 14, 2013.*

- ***Truancy Prevention and Intervention***

For two sessions now, legislators have sought to address the perceived criminalization of truancy, removing it from the schools into the criminal justice system. One goal has been to provide more services to at-risk youth prior to being charged with a truancy offense. Several bills were offered to address the problem, including [SB 1419](#). SB 1419 permits the employment and deployment of juvenile case managers to work with schools and families to address the problem *before* the truant youth and/or parents got into the system. The bill also creates a truancy prevention and diversion fund, paid for by a \$2 court cost assessed on all truancy convictions. The local jurisdiction (municipality or county) may keep half of the revenue “for the purpose of operating or establishing a juvenile case manager program, if the county or municipality has established or is attempting to establish a juvenile case manager program.” The rest is sent to the state, to be distributed by the criminal justice division of the governor's office to local governmental entities for truancy prevention and intervention services. *Effective on 9/1/2013.*

[HB 1479](#) – by Villarreal / Van de Putte – applies only to Bexar County, and requires the Bexar County Judge and the Mayor of San Antonio to create a task force to recommend a uniform truancy policy for the various affected entities in the county. *Effective on 6/14/2013.*

Mental Health

The inadequacy of the State’s process for dealing with mental health issues, particularly as they affect the criminal justice system, has received a lot of attention in the last couple of sessions. Fortunately, the Legislature increased funding for state and community-based mental health programs during the last two sessions. It also made substantive changes to the State’s mental health infrastructure. [HB 3793](#), by Coleman, directs the Department of State Health Services to plan for the allocation and funding of an appropriate number of state mental hospital beds and outpatient treatment beds. It

also establishes a planning advisory committee to review the state's resources and the efficient provision of mental health services. It also contains language expanding the list of mental health disorders eligible for assessment and treatment by local mental health authorities. The expansion of treatment for disorders such as post-traumatic stress, obsessive compulsive, attention deficit, eating disorders and others will be prioritized only after the "big three" serious mental illnesses (bipolar, schizophrenia and depression) are treated and depending on availability of funds. The bill also requires local mental health authorities to include jail diversion strategies in their management plans. *Effective on various dates.*

[HB 2392](#) by Menendez / Van de Putte directs the Department of State Health Services to implement a veterans mental health program that would include jail diversion services and veteran courts. *Effective on 9/1/2013.*

[SB 1475](#) by Duncan / Zerwas authorizes the establishment of a pilot program to administer in-jail competency restoration services to inmates declared incompetent to stand trial, instead of transporting them to a state mental hospital for competency treatment. *Effective on 9/1/2013.*

[SB 1185](#) by Huffman / Thompson, S., creates a mental health jail diversion pilot program for Harris County in which the county will match funds from the state to address recidivism among those with mental illness. *Effective on 6/14/2013.*

[SB 1189](#) by Huffman / Fletcher provides law enforcement the authority and guidelines for the disposition of firearms seized when a person is taken into custody without a warrant due to mental health crisis. *Effective on 9/1/2013.*

Public Information

[SB 1297](#) – by Watson / Branch. This bill authorizes governmental bodies to use a publicly viewable electronic communications board through which board members can communicate with each other. Only board members and staff persons they delegate would be able to participate on the bulletin board. However, no official action can be taken via this method of communication. *Effective on 9/1/2013.*

[HB 2414](#) – by Button / Deuell. The bill allows a commissioners court to hold a meeting by videoconference call and authorizes a member of the court to participate in that meeting remotely if the video and audio feed meet certain criteria. During a meeting by videoconference call, the court must provide certain suitable physical space for the

public to participate in the meeting and the member presiding over the meeting must be present at that physical location. The legislation also includes key provisions from SB 1297, discussed above. *Effective on 6/14/2013.*

[SB 1368](#) – by Davis / Alvarado. This bill amends the definition of public information under the Public Information Act to include any information (1) that a governmental body spends or contributes public money for the purpose of writing, producing, collecting, assembling or maintaining or (2) that is created by an individual officer or employee of a governmental body in his or her official capacity and is related to official business, and (3) any electronic communication on any device if it is in connection with the transaction of official business. The bill also adds a definition of "official business" among other provisions. *Effective on 9/1/2013.*

[SB 471](#) – by Ellis / Harper-Brown. This bill updates the Open Meetings Act by eliminating the requirement that certain meetings be “tape” recorded. Allows option to use either analog or digital technologies to record and store meetings. *Effective on 5/18/2013.*

One bill with far-reaching and unfortunate implications for local governments was not successful. As filed, [HB 2934](#), by Hunter, would bar texting, e-mails, or other electronic communication by elected officials (not just among them) during a meeting. There are a few exceptions for communicating with family members, during an emergency, and basic administrative matters. For example: a commissioner could not text another commissioner about their lunch plans; a county judge could not ask his attorney in an e-mail about a matter on the Agenda. The bill bogged down over fierce opposition from counties and other local governments, and died in committee.

Environmental Regulation

Counties retain significant responsibility for environmental enforcement in their jurisdictions, often in partnership with the Texas Commission on Environmental Quality (TCEQ). Representative Cindy Burkett introduced two bills that would have severely restricted county enforcement of environmental laws:

- [HB 3117](#) would allow the Attorney General to intervene in and settle an environmental enforcement action brought by a county, even against the county’s wishes.
- [HB 3119](#) would prohibit counties from using contingent fee agreements with outside counsel in environmental enforcement lawsuits.

Both bills were heard in committee, but left pending.

The Legislature, which last session cut funding for the [Texas Emissions Reduction Program](#) from \$225 million to \$114 million, raised its total biennial funding to \$155 million. TERP provides financial incentives to eligible individuals, businesses or local governments to reduce emissions from polluting vehicles and equipment, especially heavy diesel equipment.

The Legislature also reduced funding in 2011 for the [LIRAP](#) (Low Income Vehicle Repair, Retrofit, and Accelerated Vehicle Retirement Program) and LIP (Local Initiative Projects) programs, from a biennial total of \$100 million in 2010-11 to \$12.5 million in 2012-13. The 2014-15 budget leaves LIRAP funding at that level, but a rider specifies that about \$1.7 million each year must be channeled directly to Travis and Williamson counties. Also, [HB 2859](#) by Harless / Patrick adds \$2 million per year for local initiative projects. *Effective on 9/1/2013.*

Pollution Control Offsets / Prop. 2

The program for providing property tax write-offs for pollution control property – called Prop 2 because it was Proposition 2 on the state ballot on November 2, 1993 – is authorized by [§1-l of the Texas Constitution, Article VIII](#). Although counties support the original intent of the legislation, they have had to fight off attempts by industry to extend the exemption to industrial processes, facilities and end products. That battle continued this session.

[HB 1897](#) – by Eiland / Carona. The bill clarifies procedural requirements for claiming an exemption and sets up a new effective date for the exemption to begin once a permit has been issued – January 1 of the next year. This simplifies valuations of these exemptions. The bill also provides a temporary ad valorem tax exemption on property used for pollution control for certain landfill-generated gas conversion facilities capable of producing pipeline quality gas, expiring December 31, 2015. *Effective on 9/1/2013.*

[HB 2712](#) – by Perez / Taylor. This bill was designed for Harris County, and only applies to nonattainment areas near Houston. It permits local governments to exempt qualifying "energy storage systems" that are used to prevent, monitor, control or reduce air pollution from ad valorem taxation. *Effective on 1/1/2014.*

Land Use / Growth Management

Texas grants its counties less land use authority than almost any state in the Union. Particularly in urbanizing counties, however, local officials seek modest authority to manage growth. This session, four different bills ([HB 761](#), [HB 1537](#), [SB 170](#), [SB 456](#)), sought to expand on the authority granted to counties in 2009 to adopt a version of the Residential Construction Code and require homebuilders to submit inspection reports. These bills put more teeth into the reporting requirement by giving a county the option to require issuance of a certificate of compliance prior to utility connections for new residential construction. This would improve builder compliance (currently, only a handful of builders submit reports). If the County opted to require the provisions of this bill, the County would have to produce a certificate of compliance within five working days of the request. In order to meet the requirement, the County may need additional FTEs. However, the legislation does not allow the County to assess a fee to recoup the cost of service. However, none of the bills passed.

[SB 194](#) – by West / Coleman. This bill applies only to a residential subdivision that is divided into 1,000 or more lots and is in the unincorporated area of the county. It directs a commissioners court to adopt infrastructure standards requiring at least two means of ingress and egress in the subdivision to provide for sufficient routes of travel for emergency vehicles and for evacuation purposes resulting from fire or other natural disasters. This does not limit the authority of a commissioners court under any other existing law, as applicable, to adopt more stringent infrastructure standards. *Effective on 9/1/2013.*

Eminent Domain

Last session, one of Governor Perry's emergency items was reform of Texas's eminent domain law. In 2007, Perry had vetoed an eminent domain bill, drawing the ire of property rights and agricultural groups. In 2009, he sought to make amends by pushing another bill, which died in the "chub-a-thon" at the end of that session; hence the emergency designation in 2011. Then, [SB 18](#) clarified that eminent domain may be invoked only for public *uses*, not public *purposes*. It also modified processes and requirements governing eminent domain, and requires governmental entities to pay relocation expenses for displaced property owners and provide a relocation advisory service. This session, [SB 655](#) by Birdwell / King, P. extended the "public use" limitation on the use of eminent domain to special purpose districts and water districts.

Senate Bill 18 also created Subchapter C of [Chapter 2206](#) of the Government Code, requiring governmental entities seeking to exercise eminent domain power to file a letter with the Comptroller summarizing all the constitutional or statutory provisions they believe allow them to use that power. The letter was due on December 31, 2012. Because some governmental entities did not meet that deadline, Representative Bill Callegari filed [HB 24](#) during the Second Called Session, creating an alternative filing process for such entities. However, that bill did not receive a hearing in committee.

Previous discussions of eminent domain authority have focused on its use by public entities. However, this session a number of bills were filed to address perceived [abuses](#) of eminent domain authority by private pipeline companies. [HB 3547](#) and [SB 1625](#) sought to tighten the definition of “common carrier” and the process by which pipeline companies sought that designation from the Railroad Commission. Neither bill passed.

During the session, some stakeholders unhappy with the SB 18 compromise continued to push for more legislation. Ultimately, however, none of the bills discussed below passed.

[HB 20](#) – by Kolkhorst. This bill would entitle a person whose property was acquired through eminent domain to repurchase the property if “the initial use of the property is not the public use for which the property was acquired.” This, of course, would be problematic for entities using eminent domain, as there may be many moving parts to a particular project and not all of them will come together at the same time. The entities’ use, or non-use, of the property during that transition period thus becomes the grounds for asserting a right of repurchase.

[HB 476](#) / [SB 180](#) – by Kolkhorst / Van de Putte. These bills make multiple changes to the public notice and repurchase requirements, including the provision entitling a person whose property was acquired through eminent domain to repurchase the property if “the initial use of the property is not the public use for which the property was acquired.”

[HB 1250](#) – by Frank. Amends the Government Code to require that “private property acquired through eminent domain ... must *initially* be used for the public use for which it was acquired.”

Emergency Services

[HB 712](#) – by Murphy / Patrick. Under previous law, counties with a population of 350,000 or more that furnish firefighting equipment to a municipality or volunteer fire department must keep the equipment in good working order. This bill shifts that responsibility to the volunteer fire department that accepts the fire-fighting equipment, removing the mandate off the county that donated the equipment. *Effective on 9/1/2013.*

[HB 487](#) – by Bell / Nichols. The bill authorizes a commissioners court, county judge, county fire marshal, certain volunteer fire departments or an emergency management director or coordinator designated for the county to request or accept certain care, assistance, or advice, including the loan or operation of construction or heavy equipment if needed to address a man-made or natural disaster. A person who provides such care, assistance, or advice to a county is immune from civil liability, except in a case of reckless conduct or intentional misconduct that occurs while providing voluntary assistance to a county. *Effective on 5/24/2013.*

Fireworks

Legislation that would have affected the county judge's and commissioners court's authority related to the regulation of fireworks – including [HB 3236](#) by Ritter, [HB 3429](#) by Lucio III, and [HB 3557](#) by Ritter – did not pass. The current regulatory provisions in Texas Local Government Code Chapter 352 and Texas Government Code Chapter 418 remain in effect.

Indigent Health Care / Medicaid

One of the major issues facing the Legislature this session was whether or how the State would expand its Medicaid program under the provisions of the Affordable Care Act. Although the Governor steadfastly opposed expansion, legislators and especially budget writers eyed the \$90 billion in federal funds that would flow into the state covetously. Ultimately, though, no consensus was reached and the issue was left unresolved – in part, at least, because of a battle between public and private hospitals over continuation of the DSH program. At least one bill and a couple budget riders were filed to resolve the dispute, none of which passed. That bill and a couple of the “Medicaid expansion bills” are summarized below.

[HB 3680](#) – by Kolkhorst. This bill would require public hospitals or hospital districts (in reality, the eight transferring districts, which includes Central Health) to use their intergovernmental transfer (IGT) dollars to fund DSH first, before anything else. This was the private hospitals' attempt to continue the DSH program, even though the 1115

Waiver provides more flexibility and a better return on investment for the transferring hospitals.

[HB 3376](#) – by Turner, S. This was one of several bills that would direct the Health and Human Services Commission to expand Medicaid coverage “to the extent funds are appropriated to the commission for that purpose.” Its companions included [SB 1232](#), [HB 3122](#), [HB 3266](#), [HB 3487](#), [HB 3700](#) and [HB 3806](#).

[HB 3791](#) – by Zerwas. Relating to a "Texas solution" to reforming and addressing issues related to the Medicaid program, including the creation of an alternative program designed to ensure health benefit plan coverage to certain low-income individuals through the private marketplace; authorizing a fee.

[SJR 61](#) / [SB 1808](#) – by Schwertner. This bill requires offsetting property tax decreases by counties and hospital districts if Medicaid eligibility is expanded in accordance with the federal Patient Protection and Affordable Care Act. There were significant problems with the methodology for calculating the amount of the offset in the enabling legislation. *SJR and SB were voted favorably in Finance Committee, but did not reach the floor of the Senate.*

Commissioners Court/County Administration

[SB 265](#) – by Huffman / Thompson, S. This bill relates to the bonds required of certain county officials, and allows a commissioners court to self-insure in lieu of an otherwise required bond of office for a county officer or employee. It also establishes that a district attorney or a criminal district attorney is not required to execute the required bond of office if the commissioners court chooses to self-insure against losses that would have been covered by the bond. *Effective on 5/18/2013.*

[SB 692](#) – by Carona / Miller, D. Under current law, county judges, commissioners, and attorneys in counties over 100,000 people, as well as justices of the peace in counties over 125,000, are required to file a personal financial disclosure form. This bill permits these officers, and candidates for those offices, to file the required financial disclosure statement with the county clerk by electronic mail. *Effective on 9/1/2013.*

[HB 699](#) – by Davis, J. / Taylor. This bill allows the commissioners court of a county to designate an area other than at the county courthouse where public sales of real property may take place. The area must be a public place within a reasonable proximity of the courthouse and in a location as accessible to the public as the courthouse door.

The court is required to record that designation in the real property records of the county. The sale may not be held prior to the 90th day after the designated area is recorded. *Effective on 10/1/2013.*



Travis County Commissioners Court Agenda Request

Meeting Date: July 30, 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:

CONSIDER AND TAKE APPROPRIATE ACTION ON REPORTS FROM ECONOMIC DEVELOPMENT AND PROCUREMENT POLICIES TASK FORCE.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Please see attached document.

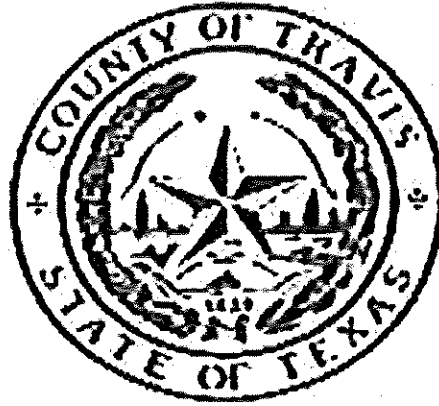
STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

TCEDTF



**Travis County
Economic
Development Task
Force**

(created April 2013)

Mission:

To identify ways in which Travis County's economic development and procurement policies can improve working conditions and wages for the construction work force.

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**Travis County Construction Wage and Economic Development
Task Force
Ad Hoc Committee
Executive Summary**

To: Judge Biscoe

From: Floyd M. Akers
Judy Cortez
Co-Chairs

Cc: Commissioner Davis
Commissioner Eckhardt
Commissioner Daugherty
Commissioner Gomez

Date: May 31, 2013

Subj: Executive Summary

The Travis County Construction Wage and Economic Task Force Ad Hoc Committee has concluded its deliberations and is pleased to present this executive summary of those discussions. The committee met regularly once a week over the last month and a half and was very collegial even through the most spirited debates. A majority of the committee makes the following recommendations to the Commissioner's Court:

1. Travis County should require all construction workers to have OSHA-10 safety training and an OSHA 30 certified safety inspector on construction jobs that receive any county funding or economic incentive.
2. Travis County should require all construction workers to be covered by Workers Compensation and the General Contractor should be responsible for compliance on construction jobs that receive any county funding or economic incentive.
3. Travis County should require that all construction workers should be paid at least Travis County's minimum wage (\$11 per hour), as amended, or the prevailing wage, whichever is higher on construction jobs that receive any county funding or economic incentive.
4. Travis County should provide for additional economic incentives above the base incentives to companies that hire at least 15% of their workforce that is economically disadvantaged and have graduated from a workforce training

- program in the Austin MSA. Further, Travis County should require some minimal percentage of construction workers to be from economically disadvantaged areas and have graduated from a workforce training program in the Austin MSA on all large scale construction projects that receive any county funding or economic incentives.
5. Travis County should provide for additional economic incentives above the base incentives to companies that hire at least 10% of their workforce that are veterans living in the Austin MSA. Further, Travis County should require some minimal percentage of construction workers to be veterans living in the Austin MSA on all large scale construction projects that receive any county funding or economic incentives.
 6. Travis County should require all construction projects follow the county's HUB guidelines if they receive any county funding or economic incentive.
 7. Travis County should require all General Contractors to disclose their safety record to the county on any projects in excess of \$1,000,000 if they receive any county funding or economic incentives.
 8. Travis County should be required to accept construction bids from qualified bidders who provide health care to their employees and whose bids are within 5% of the low bidder if the project receives county funding.
 9. Travis County should restrict economic incentive agreement to portions of the county that have been determined to be economically disadvantaged or underdeveloped by a Federal, State or Local governmental authority unless the company is already established in Travis County and currently employs at least 100 people.
 10. Travis County should require that all construction workers have the right to file a wage complaint with Travis County on any construction project that receives county funding or economic incentives. Travis County should require the right to audit payroll and general contractors for compliance and interview workers if necessary.
 11. Travis County should require monthly HUB reporting on all construction projects that receive county funding or economic incentives.
 12. The County should raise the maximum amount of real and personal tax abatement/rebate economic incentive available to a company to 85%.

The committee was very thoughtful and deliberative in arriving at the foregoing conclusions. The most contentious issues concerned requiring prevailing wage and workers compensation on economic incentive projects. At least 3 meetings were spent discussing those topics. There was unanimity on many of the other items.

Discussion

Final Report from Task Force to Improve Construction Working Conditions and Wages in Travis County

The task force studied recommendations for improving wages and working conditions for the construction workforce on projects managed by Travis County directly or in partnership with the Travis County, such as 381 Agreements or in Public Private Partnerships. The County has different policies and procedures for these scenarios. In several cases, the majority of the task force found that improvements to working conditions and wages could be made for the construction workforce by simply applying the better practice from either scenario to both.

The task force understands that Economic Development is a competitive process and that maintaining competitiveness while improving working conditions and wages for the construction workforce is a delicate balance. Where disagreements remain, they center on differing opinions on the impact on that balance relative to Economic Development. However, the majority of task force members believe that the steps recommended are prudent, will improve the overall quality of life, and ultimately improve the Economic Development climate in Travis County.

The task force unanimously supports policies to improve workplace safety, health care coverage, workforce development for the Economically Disadvantaged, hiring of veterans, and HUB participation.

Opening Comments from a majority of Task Force Members:

As the Commissioners Court knows, Travis County is growing like never before, with dozens of new developments being built every year. This is a great opportunity to create good, safe jobs that will uplift construction families out of poverty.

Unfortunately, our workers and their families are not fully benefiting from the County's growth. According to government data, the number of construction working families in poverty has risen by 61%. Half of the County's construction workforce isn't covered by workers' compensation insurance, and 76% don't have health insurance. Worst of all, Texas is the deadliest state in the country for these workers.¹

The Commissioners Court can ensure that investment in new construction, whether in private or public works, uplifts our communities while constructing high-quality new buildings. We believe that the task force's recommendations will broaden the positive impact of tax dollars being invested in economic development and public works.

Lastly, we believe that the composition of the task force was prudent, and created room for fair discussion and lively debate. The task force was well-rounded: two community non-profits, two industry associations, two development experts, two citizen-consumer representatives, and two unions. We appreciated the hard work of all the task force members and look forward to upcoming discussion and action.

¹ University of Texas & Workers Defense Project. *Build a Better Texas*, January 2013.

Opening Comments from a minority of Task Force Members:

The construction industry in the Austin metro has experienced significant growth over the last year. According to the Texas Workforce Commission there are 43,200 workers in the construction industry which is 3,300 more than the year before, a nearly 8% increase in new job growth. The Minority Task Force position is the growth has occurred as a result of Austin / Travis County leading the nation in overall job growth which simply hasn't happened without an sustained and proactive effort to recruit and retain good paying jobs to the metro area. According to the Bureau of Labor Statistics, 40% of all U.S. States are still experiencing negative construction job growth which reflects well for the Texas / Austin economy. It is our opinion that while worker training and good wages should be the goal of all jobs in the region the issues presented by the Commissioners Court to be addressed by this Task Force are issues that should be and could be better addressed by a larger representation of those actually involved in the construction industry. The appointments to the Travis County Task Force did not create an equitable representation of construction industry experts and/or representatives of general, subcontractor and minority/women-owned contractors to offer and/or quantify a balanced perspective and/or opinion. Therefore, the disposition and outcome of the Task Force Report was already predetermined by the appointment process.

According to the Office of Labor Management Standards, U.S. Department of Labor, of the 43,200 construction jobs in the Austin metro there are 5,880 construction union members (14%). The primary goals set by the Commissioners Court for the Task Force to address is: Community recommendations for improving Travis County procurement policies and economic development incentive development policies - Discuss and Action on Good, Safe Careers in Construction for Travis County. We the Minority opinion are extremely concerned with the cost to Travis County taxpayers to implement the views of the Majority opinion. We believe an extensive cost analysis be a priority before going further with any implementation of any recommendations which should include the staff cost for compliance of any changes to either procurement or economic development policies. We also strongly believe a more diverse group of construction experts needs to be included. Finally we also feel adding additional layers of requirements to an already onerous economic development policy will only make Travis County less competitive for the jobs the community actually needs the most.

Prioritize Safety

1. Unanimous Recommendation for Safety Training: Require that all construction workers on all County Projects and County subsidized projects, including P3 projects and 381 Agreements, have at least the basic OSHA-10 safety training certification and that an OSHA-30 certified safety supervisor be on-site while work is ongoing. This recommendation mirrors current policy at City of Austin.

The task force determined that there would be no additional cost to the County if this recommendation were implemented. Howard Lazarus, Director of Public Works at City of Austin, confirms this in a letter to the public. Safety on jobsites is improved with safety training.

2. Majority Recommendation (7-3) for Workers' Compensation Insurance: Require that all workers on construction projects receiving economic incentives be covered by workers' compensation insurance, and that the Owner & Prime Contractor be responsible for ensuring

that workers are insured—that is, have the Travis County workers’ compensation policy apply to incentive projects and P3s.

Majority Opinion: Subsidizing projects where workers in dangerous jobs are not covered by workers’ compensation is not sound policy. Workers’ compensation insurance protects the County from large uncompensated care costs that result from injuries in a dangerous industry. This insurance improves the overall financial health of the County. Furthermore, workers’ compensation creates incentives for employers to ensure worksite safety because policyholders receive discounts when they invest in safety training programs and experience fewer worksite accidents. While other types of occupational risk plans may exist, the majority holds that workers’ compensation is the most clear and consistent standard that provides adequate coverage of medical care and income benefits for injured workers. By requiring workers’ compensation coverage on projects receiving county tax incentives, the county establishes parity with its own construction sites and avoids the cost of evaluating other types of occupational risk plans that may or may not meet state standards for workers’ compensation. Workers’ compensation ensures that workers are able to cover medical costs and pay for their basic needs as soon as they are injured, and avoids costly lawsuits.

Minority Opinion:

The workers compensation system inadequately insures injury victims for severe and debilitating injuries. Contractors should be given the opportunity to secure private insurance with greater benefits for severe injury.

Allow workers to receive fair pay

3. Majority Recommendation (7-3) for living wage on publicly funded works: Require that no construction worker be paid less than the County’s minimum or “living” wage (currently \$11.00/hour) on County works where applicable as well as P3 projects or other County delivery methods. (where prevailing wage applies, workers must be paid at least the prevailing wage, unless that wage is less than \$11/hour, in which case the County minimum wage applies).

Majority Opinion: The County has already established that an \$11.00/hour wage is the minimum it should pay its own employees. When the \$11.00/hour rate was established, it was viewed as a “living wage” that allowed County employees to live above the poverty line. However, construction workers on County projects are not currently subject to that standard, and many workers may earn less than \$11/hour under current Travis County prevailing wage rates. Paying poverty wages to workers on County sponsored projects is contrary to its values. Additionally, two independent investigations show that the cost of implementing a living wage on capital construction projects is negligible, finding that the \$11 minimum results in a *maximum* of 0.5% budget impact on construction costs per project, while reducing the need of workers to rely on the public safety net. Other comprehensive studies have shown that requiring livable wages on County construction projects results in a skilled, productive workforce that ultimately brings cost-savings to the public. The Majority also recommends that the County review the current minimum wage standard as it has not been updated in years while the cost to live in Travis County has risen substantially.

Minority Opinion:

4. Majority Recommendation (6-3) for prevailing wage on incentivized works: Require that construction workers be paid the prevailing wage as determined by the Department of Labor for Travis County on projects receiving incentives, including P3 projects.

Majority Opinion: Applicants for incentives should contract with construction companies that pay local market rates, and do not undercut local workers' wages. Attempts to undercut the local market could lead to hiring of less skilled workers, high worker turnover, reduce the quality of the project, and likely result in less safe workplaces. Protecting the local market ensures that businesses are incentivized to build a skilled, quality, stable and safe workforce in Travis County. There would be no additional cost to the County for implementing prevailing wages on incentive projects. A major University of Missouri study (attached) indicates that there is no statistical difference in costs where prevailing wages were honored versus those that did not pay prevailing wages. The floor wage of \$11/hour should stay in place, and any prevailing wage rate above \$11/hour should prevail on these construction projects.

Minority Opinion:

There is insufficient data to justify paying prevailing wages. There was consensus among the group that adding a prevailing wage requirement would add about 4% to the labor cost of a project.

Create good jobs for Travis County residents

5. Unanimous Recommendation for job training of economically disadvantaged individuals: Incentive applicants should qualify for additional incentives above the base incentive if Applicant ensures and proves that 15% of the construction worker hours completed on the project related to the incentive be completed by Economically Disadvantaged individuals (as defined in Travis County Incentives Policy) who have graduated from a workforce training program in the Austin MSA. And furthermore, that the Commissioners Court require that a portion of construction worker hours on County Projects of scale (that is, P3s, Public Works, etc. with a large budget) be completed by Economically Disadvantaged individuals (as defined in Travis County Incentives Policy) who have graduated from a workforce training program in the Austin MSA.

6. Unanimous Recommendation for hiring of veterans. Incentive applicants should qualify for additional incentives above the base incentive if Applicant ensures and proves that 10% of the construction worker hours completed on the project related to the incentive be completed by Veterans living in the Austin MSA. And furthermore, that the Commissioners Court require that a portion of construction worker hours on County Projects of scale (that is, P3s, Public Works, etc. with a large budget) be completed by Veterans living in the Austin MSA.

7. Unanimous Recommendation for HUB/MBE/WBE program: Incentive applicants should be required to follow the guidelines of the County's HUB program. This will ensure that local businesses that are owned and operated by local individuals that have suffered from historic exclusion have a chance to participate on publicly subsidized construction projects.

Protect the County

8. Unanimous Recommendation for Safety Record Disclosure: Current Travis County policy requires that Prime Contractors disclose their safety record. The task force unanimously recommends that on County projects or P3 projects with a total budget of over \$1 million, all construction subcontractors must also disclose their safety record to the County.

9. Unanimous Recommendation for Health Care preference: Construction companies that provide reasonable health care coverage to their workers and that use subcontractors that provide reasonable health care insurance to their workers currently are at a competitive disadvantage when bidding for County work. The task force unanimously recommends that on all County projects (including P3's), the County accept the best bid from companies that provide reasonable health care coverage for their workers and that use a subcontractor or subcontractors that provide reasonable health care insurance, as long as that bid is not over five percent higher than the lowest and best bid from a contractor who does not provide such insurance. Construction costs cannot increase more than 5% with this policy, but the fiscal benefits of an insured construction workforce should mitigate if not eliminate any increased cost to the County. Currently, an astonishing 76% of Austin area construction workers are not covered by health insurance.

Give low-income neighborhoods a chance

10. Majority Recommendation (6-1) Restrict incentive project location to "Economically Disadvantaged" or underdeveloped areas while allowing for local expansion. Any local, state, or federal authority may define "Economically Disadvantaged" or underdeveloped areas. Incentive projects may be exempted from this provision if they involve a local expansion of an enterprise that currently employs at least 100 individuals at a workplace in Travis County.

Majority Opinion: Encouraging economic development in disadvantaged areas will give workers easier access to construction sites, will avoid construction in most environmentally sensitive areas of the County, and will stimulate economically depressed areas.

Minority Opinion:

Establish consistent enforcement

11. Unanimous Recommendation for wage enforcement: All construction workers must have the right to take any wage complaints to the County on incentivized projects and P3 projects. The County retains the right to audit payroll & construction contracts and interview workers, as the County deems necessary, on these projects. County staff has noted that this will not require additional staff or have a budget impact in the foreseeable future.

12. Unanimous Recommendation for HUB reporting: If a HUB program is implemented on incentivized projects, as recommended in 7. above, the incentive applicant should be required to submit monthly reports showing good faith efforts toward HUB participation and providing metrics detailing HUB participation status. County staff has noted that this will not require additional staff or have a budget impact in the foreseeable future.

13. Majority Recommendation (6-3) for increasing the maximum total tax incentive by 5%: Considering the fact that the taskforce's proposals impose construction related requirements on incentive applicants, the task force recommends that the County raise the maximum total tax abatement to 85%. This would partially mitigate effects on incentive applicants and keep the County as an attractive and competitive location.

Majority Opinion: Travis County's current economic success, when compared to other areas of the country is due, in part, to the fact that the County did not impose constraints on construction aspects of economic development projects. The recently added requirement that contract construction workers be paid the County's minimum wage erodes its competitive advantage. Additional requirements proposed by this task force would further erode that advantage. Some in the majority believe that new incentives, proposed by this task force, could help mitigate the impact. However, an outstanding candidate that already qualifies for the current maximum incentive would not benefit from the new incentives, unless the maximum bonus is increased.

Minority Opinion: This task force has only recommended the most basic protections for the construction workforce, and that a 5% increase of the maximum total incentive amount unduly benefits corporate incentive applicants more than it benefits low-wage construction workers or the average Travis County resident. The task force has made recommendations to prevent mistreatment and underpayment of construction workers; no additional incentive is necessary to ensure basic standards. Additional incentives were already recommended unanimously on the task force when the Applicant goes above and beyond to hire veterans or Economically Disadvantaged graduates of training programs.

Further Discussion

The construction industry in the Austin metro has experienced significant growth over the last year. According to the Texas Workforce Commission there are 43,200 workers in the construction industry which is 3,300 more than the year before, a nearly 8% increase in new job growth. The Minority Task Force position is the growth has occurred as a result of Austin / Travis County leading the nation in overall job growth which simply hasn't happened without an sustained and proactive effort to recruit and retain good paying jobs to the metro area. According to the Bureau of Labor Statistics, 40% of all U.S. States are still experiencing negative construction job growth which reflects well for the Texas / Austin economy. It is our opinion that while worker training and good wages should be the goal of all jobs in the region the issues presented by the Commissioners Court to be addressed by this Task Force are issues that should be and could be better addressed by a larger representation of those actually involved in the construction industry. The appointments to the Travis County Task Force did not create an equitable representation of construction industry experts and/or representatives of general, subcontractor and minority/women-owned contractors to offer and/or quantify a balanced perspective and/or opinion. Therefore, the disposition and outcome of the Task Force Report was already predetermined by the appointment process.

According to the Office of Labor Management Standards, U.S. Department of Labor, of the 43,200 construction jobs in the Austin metro there are 5,880 construction union members (14%). The primary goals set by the Commissioners Court for the Task Force to address is: Community recommendations for improving Travis County procurement policies and economic development incentive development policies - Discuss and Action on Good, Safe Careers in Construction for Travis County. We the Minority opinion are extremely concerned with the cost to Travis County taxpayers to implement the views of the Majority opinion. We believe an extensive cost analysis be a priority before going further with any implementation of any recommendations which should include the staff cost for compliance of any changes to either procurement or economic development policies. We also strongly believe a more diverse group of construction experts needs to be included. Finally we also feel adding additional layers of requirements to an already onerous economic development policy will only make Travis County less competitive for the jobs the community actually needs the most.

Prioritize Safety

1. *Unanimous Recommendation for Safety Training:* Require that all construction workers on all County Projects and County subsidized projects, including P3 projects and 381 Agreements, have at least the basic OSHA-10 safety training certification and that an OSHA-30 certified safety supervisor be on-site while work is ongoing. This recommendation mirrors current policy at City of Austin.

The task force determined that there would be no additional cost to the County if this recommendation were implemented. Howard Lazarus, Director of Public Works at City of Austin, confirms this in a letter to the public. Safety on jobsites is improved with safety training.

2. *Majority Recommendation (7-3) for Workers' Compensation Insurance:* Require that all workers on construction projects receiving economic incentives be covered by workers'

compensation insurance, and that the Owner & Prime Contractor be responsible for ensuring that workers are insured—that is, have the Travis County workers' compensation policy apply to incentive projects and P3s.

Majority Opinion: Subsidizing projects where workers in dangerous jobs are not covered by workers' compensation is unsound policy. Workers' compensation insurance protects the County from large uncompensated care costs of injury in a dangerous industry. This provides a net positive financial picture for the County. Furthermore, workers' compensation creates incentives for employers to ensure worksite safety because policy holders receive discounts when they invest in safety training programs and experience fewer worksite accidents. While other types of occupational risk plans may exist, the majority holds that workers' compensation is the most clear and consistent standard that provides adequate coverage of medical care and income benefits for injured workers. By requiring workers' compensation coverage on projects receiving county tax incentives, the county establishes parity with its own construction sites and avoids the cost of evaluating other types of occupational risk plans that may or may not meet state standards for workers' compensation. Workers' compensation ensures that workers are able to cover medical costs and pay for their basic needs as soon as they are injured, and avoids costly lawsuits.

Minority Opinion:

The workers compensation system inadequately insures injury victims for severe and debilitating injuries. Contractors should be given the opportunity to secure private insurance with greater benefits for severe injury.

Workers compensation insurance is expensive for companies to carry and will add to the cost of construction projects; however, the task force was unable to quantify the costs associated with this recommendation and felt that analysis should be completed to better understand the implications of this recommendation.

Allow workers to receive fair pay

3. Majority Recommendation (7-3) for living wage on publicly funded works: Require that construction workers be paid at least the County's minimum or "living" wage (currently \$11.00/hour) on County works where applicable as well as P3 projects, or the prevailing wage, whichever is higher.

Majority Opinion: The County has already established that an \$11.00/hour wage is the minimum it should pay its own employees. When the \$11.00/hour rate was established, it was viewed as a "living wage" that allowed County employees to live above the poverty line. However, construction workers on County projects are not currently subject to that standard, and many workers may earn less than \$11/hour under current Travis County prevailing wage rates. Paying poverty wages to workers on County sponsored projects is contrary to its values. Additionally, two independent investigations show that the cost of implementing a living wage on capital construction projects is negligible, finding that the \$11 minimum results in a *maximum* of 0.5% budget impact on construction costs per project, while reducing the need of workers to rely on the public safety net. Other comprehensive studies have shown that requiring livable wages on County construction projects results in a skilled, productive workforce that ultimately brings cost-savings to the public. The Majority also

recommends that the County review the current minimum wage rate as it has not been updated in years while the cost to live in Travis County has risen substantially.

Minority Opinion:

There is insufficient data to justify paying prevailing wages in addition to a living wage. There was consensus among the group that adding a prevailing wage requirement would add about 4% to the labor cost of a project. Furthermore, if the higher of prevailing wage or a living wage was enacted, the costs would likely be much more than 4.0% as some prevailing wages are actually less than \$11.00 per hour.

4. Majority Recommendation (7-3) for prevailing wage on incentivized works: Require that construction workers be paid the prevailing wage as determined by the Department of Labor for Travis County on projects receiving incentives, including P3 projects.

Majority Opinion: Applicants for incentives should contract with construction companies that pay local market rates, and do not undercut local workers' wages. Attempts to undercut the local market could lead to hiring of less skilled workers, high worker turnover, and likely result in less safe workplaces. Protecting the local market ensures that businesses are incentivized to build a skilled, quality, stable and safe workforce in Travis County. There would be no additional cost to the County for implementing prevailing wages on incentive projects. A major University of Missouri study (attached as Appendix A) indicates that there is no statistical difference in costs where prevailing wages were honored versus those that did not pay prevailing wages. The floor wage of \$11/hour should stay in place, and any prevailing wage rate above \$11/hour should prevail on these construction projects.

Minority Opinion:

There is insufficient data to justify paying prevailing wages. There was consensus among the group that adding a prevailing wage requirement would add about 4% to the labor cost of a project. A 4.0% increase in costs to a major construction project could eliminate the entire dollar value of an incentive. For example, an incentive of \$1,000,000 would be eliminated if the construction project was \$25,000,000 or greater. For example, any construction project in excess of \$25 MM, would require an incentive greater than \$1 MM from the County to justify the additional cost of implementing prevailing wages. The economic impact to the County through increased taxes both from the company who is relocating or expanding and the other business the company will generate should be factored into the analysis regarding the costs of prevailing wages. In other words, that potential lost revenue, if added to the costs of implementing prevailing wages, would significantly increase the actual costs of prevailing wages.

Create good jobs for Travis County residents

5. Unanimous Recommendation for job training of economically disadvantaged individuals: Incentive applicants should qualify for additional incentives above the base incentive if Applicant ensures and proves that 15% of the construction worker hours completed on the project related to the incentive be completed by Economically Disadvantaged individuals (as defined in Travis County Incentives Policy) who have

graduated from a workforce training program in the Austin MSA. And furthermore, that the Commissioners Court require that a portion of construction worker hours on County Projects of scale (that is, P3s, Public Works, etc. with a large budget) be completed by Economically Disadvantaged individuals (as defined in Travis County Incentives Policy) who have graduated from a workforce training program in the Austin MSA.

6. Unanimous Recommendation for hiring of veterans. Incentive applicants should qualify for additional incentives above the base incentive if Applicant ensures and proves that 10% of the construction worker hours completed on the project related to the incentive be completed by Veterans living in the Austin MSA. And furthermore, that the Commissioners Court require that a portion of construction worker hours on County Projects of scale (that is, P3s, Public Works, etc. with a large budget) be completed by Veterans living in the Austin MSA.

7. Unanimous Recommendation for HUB/MBE/WBE program: Incentive applicants should be required to follow the guidelines of the County's HUB program. This will ensure that local businesses that are owned and operated by local individuals that have suffered from historic exclusion have a chance to participate on publicly-subsidized construction projects. *Please elaborate here, Paul, if you'd like.*

Protect the County

8. Unanimous Recommendation for Safety Record Disclosure: Current Travis County policy requires that Prime Contractors disclose their safety record. The task force unanimously recommends that on County projects or P3 projects with a total budget of over \$1 million, all construction subcontractors must also disclose their safety record to the County.

9. Unanimous Recommendation for Health Care preference: Construction companies that provide reasonable health care coverage to their workers and that use subcontractors that provide reasonable health care insurance to their workers currently are at a competitive disadvantage when bidding for County work. The task force unanimously recommends that on all County projects (including P3's), the County accept the best bid from companies that provide reasonable health care coverage for their workers and that use a subcontractor or subcontractors that provide reasonable health care insurance, as long as that bid is not over five percent higher than the lowest and best bid from a contractor who does not provide such insurance. Construction costs cannot increase more than 5% with this policy, but the fiscal benefits of an insured construction workforce should mitigate if not eliminate any increased cost to the County.

Give low-income neighborhoods a chance

10. Majority Recommendation (6-1) Restrict incentive project location to "Economically Disadvantaged" areas while allowing for local expansion. Any local, state, or federal authority may define "Economically Disadvantaged" areas. Incentive projects may be exempted from this provision if they involve a local expansion of an enterprise that currently employs at least 100 individuals at a workplace in Travis County.

Majority Opinion: Encouraging economic development in disadvantaged areas will give workers easier access to construction sites, will avoid construction in most environmentally sensitive areas of the County, and will stimulate economically depressed areas.

Minority Opinion: The Commissioners Court adopted a location requirement last November that all eligible incentives be located in the Desired Development Zone. Adding the Majority Opinion to only allow incentives east of I-35 will only add to Travis County not being competitive for good paying projects that are inside the Desired Development Zone. While not reflective of the final vote this was made clear following the vote and several in the minority indicated they would support an additional incentive for those projects that locate east of I-35 but not restrict it to only east of I-35.

Establish consistent enforcement

11. Unanimous Recommendation for wage enforcement: All construction workers must have the right to take any wage complaints to the County on incentivized projects and P3 projects. The County retains the right to audit payroll & construction contracts and interview workers as the County deems necessary on these projects. County staff has noted that this will not require additional staff or have a budget impact in the foreseeable future.

12. Unanimous Recommendation for HUB reporting: If a HUB program is implemented on incentivized projects, the incentive applicant should be required to submit monthly reports showing good faith efforts toward HUB participation and providing metrics detailing HUB participation status. County staff has noted that this will not require additional staff or have a budget impact in the foreseeable future.

13. Majority Recommendation (6-3) for increasing the maximum total tax incentive by 5%: Considering the fact that the taskforce's proposals impose construction related requirements on incentive applicants, the task force recommends that the County raise the maximum total tax abatement to 85%. This would partially mitigate effects on incentive applicants and keep the County as an attractive and competitive location.

Majority Opinion: Travis County's current economic success, when compared to other areas of the country is due, in part, to the fact that the County did not impose constraints on construction aspects of economic development projects. The recently added requirement that contract construction workers be paid the County's minimum wage erodes its competitive advantage. Additional requirements proposed by this task force would further erode that advantage.

Minority Opinion: This task force has only recommended the most basic protections for the construction workforce, and that a 5% increase of the maximum total incentive amount unduly benefits corporate incentive applicants more than it benefits low-wage construction workers or the average Travis County resident. The task force has made recommendations to prevent mistreatment and underpayment of construction workers; no additional incentive is necessary to ensure basic standards. Additional incentives were already recommended unanimously on the task force when the Applicant goes above and beyond to hire veterans or Economically Disadvantaged graduates of training programs.



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 to approve the increase of the County Clerk Records Archival Fee and Records Management Preservation Fee from \$5 to \$10 as allowed by HB1513.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

In the 83rd legislative session, HB 1513 changed the Local Government Code to allow an increase of the Records Archival Fee and the Records Management and Preservation Fee from \$5 to not more than \$10 (LGC 118.011(b) and 118.011(f)). The increase of this fee is temporary and will expire on September 1, 2019. At that time, the law requires that both fees be reduced back to the original amount of \$5.

STAFF RECOMMENDATIONS:

Approve the increase for both fees from \$5 to \$10 to fund the County Clerk's numerous records preservation and digitization projects.

ISSUES AND OPPORTUNITIES:

The fee increase will afford the County Clerk with additional funding to expedite and begin long-planned records management projects. These projects include completing the conversion of microfilmed records to an electronic format, replacement of the aging system used to manage documents in our Recording Division, and the imaging of court records to an electronic format.

FISCAL IMPACT AND SOURCE OF FUNDING:

Currently, the fees are a requirement of filing an initial court case or action or filing recordable documents. The fee increase for non-court filings will begin on September 1, 2013. The additional revenues from the recordable documents are deposited into our Records Management Preservation Fund (0108) and our Records Archival Fund (0129). Estimated additional revenues from these fees are \$1.270 million and \$1.260 million, respectively.

The increase to the records management fees for Court records begins on January 1, 2014. This change is expected to increase the revenue for the 2014 fiscal year by

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.

\$50,000. The fee from Court related filings are not controlled by the County Clerk's Office.

REQUIRED AUTHORIZATIONS:

John Hille, County Attorney 49415

For information purposes:

Alan Miller, Planning and Budget 49726

Steven Broberg, RMCR 49575

William Derryberry Planning and Budget 44741

Diana Ramirez 49694

Daniel Wilson 44706

| Adrienne Yust 46673

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.

H.B. No. 1513

1 AN ACT

2 relating to temporary increases in the records archive fees and the
3 records management and preservation fees charged by district and
4 county clerks.

5 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

6 ARTICLE 1. FEES EFFECTIVE SEPTEMBER 1, 2013

7 SECTION 1.01. Section 51.305(b), Government Code, is
8 amended to read as follows:

9 (b) The commissioners court of a county may adopt a district
10 court records archive fee of not more than \$10 [~~\$5~~] for the filing
11 of a suit, including an appeal from an inferior court, or a
12 cross-action, counterclaim, intervention, contempt action, motion
13 for new trial, or third-party petition, in a district court in the
14 county as part of the county's annual budget. The fee must be set
15 and itemized in the county's budget as part of the budget
16 preparation process and must be approved in a public meeting. The
17 fee is for preservation and restoration services performed in
18 connection with maintaining a district court records archive.

19 SECTION 1.02. Section 51.317(b), Government Code, is
20 amended to read as follows:

21 (b) The fees are:

22 (1) except as provided by Subsection (b-1), for filing
23 a suit, including an appeal from an inferior court, \$50;

24 (2) for filing a cross-action, counterclaim,

H.B. No. 1513

1 intervention, contempt action, motion for new trial, or third-party
2 petition, \$15;

3 (3) for issuing a citation or other writ or process not
4 otherwise provided for, including one copy, when requested at the
5 time a suit or action is filed, \$8;

6 (4) for records management and preservation, \$10; and

7 (5) in addition to the other fees imposed under this
8 section, for filing a suit, including an appeal from an inferior
9 court, or a cross-action, counterclaim, intervention, contempt
10 action, motion for new trial, or third-party petition, the amount
11 adopted by the county commissioners court, not to exceed \$10 [~~\$5~~],
12 for court records archiving.

13 SECTION 1.03. Section 101.0611, Government Code, is amended
14 to read as follows:

15 Sec. 101.0611. DISTRICT COURT FEES AND COSTS: GOVERNMENT
16 CODE. The clerk of a district court shall collect fees and costs
17 under the Government Code as follows:

18 (1) appellate judicial system filing fees for:

19 (A) First or Fourteenth Court of Appeals District
20 (Sec. 22.2021, Government Code) . . . not more than \$5;

21 (B) Second Court of Appeals District (Sec.
22 22.2031, Government Code) . . . not more than \$5;

23 (C) Third Court of Appeals District (Sec.
24 22.2041, Government Code) . . . \$5;

25 (D) Fourth Court of Appeals District (Sec.
26 22.2051, Government Code) . . . not more than \$5;

27 (E) Fifth Court of Appeals District (Sec.

H.B. No. 1513

1 22.2061, Government Code) . . . not more than \$5;
2 (E-1) Sixth Court of Appeals District (Sec.
3 22.2071, Government Code) . . . \$5;
4 (E-2) Seventh Court of Appeals District (Sec.
5 22.2081, Government Code) . . . \$5;
6 (F) Ninth Court of Appeals District (Sec.
7 22.2101, Government Code) . . . \$5;
8 (G) Eleventh Court of Appeals District (Sec.
9 22.2121, Government Code) . . . \$5;
10 (G-1) Twelfth Court of Appeals District (Sec.
11 22.2131, Government Code) . . . \$5; and
12 (H) Thirteenth Court of Appeals District (Sec.
13 22.2141, Government Code) . . . not more than \$5;
14 (2) when administering a case for the Rockwall County
15 Court at Law (Sec. 25.2012, Government Code) . . . civil fees and
16 court costs as if the case had been filed in district court;
17 (3) additional filing fees:
18 (A) for each suit filed for insurance contingency
19 fund, if authorized by the county commissioners court (Sec. 51.302,
20 Government Code) . . . not to exceed \$5;
21 (B) to fund the improvement of Dallas County
22 civil court facilities, if authorized by the county commissioners
23 court (Sec. 51.705, Government Code) . . . not more than \$15;
24 (B-1) to fund the improvement of Bexar County
25 court facilities, if authorized by the county commissioners court
26 (Sec. 51.706, Government Code) . . . not more than \$15;
27 (C) to fund the improvement of Hays County court

H.B. No. 1513

1 facilities, if authorized by the county commissioners court (Sec.
2 51.707, Government Code) . . . not more than \$15; and

3 (D) to fund the preservation of court records
4 (Sec. 51.708, Government Code) . . . not more than \$10;

5 (4) for filing a suit, including an appeal from an
6 inferior court:

7 (A) for a suit with 10 or fewer plaintiffs (Sec.
8 51.317, Government Code) . . . \$50;

9 (B) for a suit with at least 11 but not more than
10 25 plaintiffs (Sec. 51.317, Government Code) . . . \$75;

11 (C) for a suit with at least 26 but not more than
12 100 plaintiffs (Sec. 51.317, Government Code) . . . \$100;

13 (D) for a suit with at least 101 but not more than
14 500 plaintiffs (Sec. 51.317, Government Code) . . . \$125;

15 (E) for a suit with at least 501 but not more than
16 1,000 plaintiffs (Sec. 51.317, Government Code) . . . \$150; or

17 (F) for a suit with more than 1,000 plaintiffs
18 (Sec. 51.317, Government Code) . . . \$200;

19 (5) for filing a cross-action, counterclaim,
20 intervention, contempt action, motion for new trial, or third-party
21 petition (Sec. 51.317, Government Code) . . . \$15;

22 (6) for issuing a citation or other writ or process not
23 otherwise provided for, including one copy, when requested at the
24 time a suit or action is filed (Sec. 51.317, Government Code) . . .
25 \$8;

26 (7) for records management and preservation (Sec.
27 51.317, Government Code) . . . \$10;

H.B. No. 1513

1 (7-a) for district court records archiving, if adopted
2 by the county commissioners court (Sec. 51.317(b)(5), Government
3 Code) . . . not more than \$10 [~~\$5~~];

4 (8) for issuing a subpoena, including one copy (Sec.
5 51.318, Government Code) . . . \$8;

6 (9) for issuing a citation, commission for deposition,
7 writ of execution, order of sale, writ of execution and order of
8 sale, writ of injunction, writ of garnishment, writ of attachment,
9 or writ of sequestration not provided for in Section 51.317, or any
10 other writ or process not otherwise provided for, including one
11 copy if required by law (Sec. 51.318, Government Code) . . . \$8;

12 (10) for searching files or records to locate a cause
13 when the docket number is not provided (Sec. 51.318, Government
14 Code) . . . \$5;

15 (11) for searching files or records to ascertain the
16 existence of an instrument or record in the district clerk's office
17 (Sec. 51.318, Government Code) . . . \$5;

18 (12) for abstracting a judgment (Sec. 51.318,
19 Government Code) . . . \$8;

20 (13) for approving a bond (Sec. 51.318, Government
21 Code) . . . \$4;

22 (14) for a certified copy of a record, judgment,
23 order, pleading, or paper on file or of record in the district
24 clerk's office, including certificate and seal, for each page or
25 part of a page (Sec. 51.318, Government Code) . . . not to exceed
26 \$1;

27 (15) for a noncertified copy, for each page or part of

H.B. No. 1513

1 a page (Sec. 51.318, Government Code) . . . not to exceed \$1;

2 (16) fee for performing a service:

3 (A) related to the matter of the estate of a
4 deceased person (Sec. 51.319, Government Code) . . . the same fee
5 allowed the county clerk for those services;

6 (B) related to the matter of a minor (Sec.
7 51.319, Government Code) . . . the same fee allowed the county
8 clerk for the service;

9 (C) of serving process by certified or registered
10 mail (Sec. 51.319, Government Code) . . . the same fee a sheriff or
11 constable is authorized to charge for the service under Section
12 118.131, Local Government Code; and

13 (D) prescribed or authorized by law but for which
14 no fee is set (Sec. 51.319, Government Code) . . . a reasonable fee;

15 (17) jury fee (Sec. 51.604, Government Code) . . .
16 \$30;

17 (18) additional filing fee for family protection on
18 filing a suit for dissolution of a marriage under Chapter 6, Family
19 Code (Sec. 51.961, Government Code) . . . not to exceed \$15;

20 (19) at a hearing held by an associate judge in Dallas
21 County, a court cost to preserve the record, in the absence of a
22 court reporter, by other means (Sec. 54.509, Government Code) . . .
23 as assessed by the referring court or associate judge; and

24 (20) at a hearing held by an associate judge in Duval
25 County, a court cost to preserve the record (Sec. 54.1151,
26 Government Code) . . . as imposed by the referring court or
27 associate judge.

H.B. No. 1513

1 SECTION 1.04. Sections 118.011(b) and (f), Local Government
2 Code, are amended to read as follows:

3 (b) The county clerk may set and collect the following fee
4 from any person:

5 (1) Returned Check (Sec. 118.0215) not less
6 than \$15 or more than \$30

7 (2) Records Management and Preservation Fee (Sec.
8 118.0216) not more than \$10 [~~\$5~~]

9 (3) Mental Health Background Check for License to
10 Carry a Concealed Weapon (Sec. 118.0217) not more than \$2

11 (f) The county clerk of a county shall, if the commissioners
12 court of the county adopts the fee as part of the county's annual
13 budget, collect the following fee from any person:

14 Records Archive Fee (Sec. 118.025) not more
15 than \$10 [~~\$5~~]

16 SECTION 1.05. The changes in law made by this article apply
17 only to a fee that becomes payable on or after September 1, 2013. A
18 fee that becomes payable before September 1, 2013, is governed by
19 the law in effect when the fee became payable, and the former law is
20 continued in effect for that purpose.

21 SECTION 1.06. This article takes effect September 1, 2013.

22 ARTICLE 2. FEES EFFECTIVE SEPTEMBER 1, 2019

23 SECTION 2.01. Section 51.305(b), Government Code, is
24 amended to read as follows:

25 (b) The commissioners court of a county may adopt a district
26 court records archive fee of not more than \$5 for the filing of a
27 suit, including an appeal from an inferior court, or a

H.B. No. 1513

1 cross-action, counterclaim, intervention, contempt action, motion
2 for new trial, or third-party petition, in a district court in the
3 county as part of the county's annual budget. The fee must be set
4 and itemized in the county's budget as part of the budget
5 preparation process and must be approved in a public meeting. The
6 fee is for preservation and restoration services performed in
7 connection with maintaining a district court records archive.

8 SECTION 2.02. Section 51.317(b), Government Code, is
9 amended to read as follows:

10 (b) The fees are:

11 (1) except as provided by Subsection (b-1), for filing
12 a suit, including an appeal from an inferior court, \$50;

13 (2) for filing a cross-action, counterclaim,
14 intervention, contempt action, motion for new trial, or third-party
15 petition, \$15;

16 (3) for issuing a citation or other writ or process not
17 otherwise provided for, including one copy, when requested at the
18 time a suit or action is filed, \$8;

19 (4) for records management and preservation, \$10; and

20 (5) in addition to the other fees imposed under this
21 section, for filing a suit, including an appeal from an inferior
22 court, or a cross-action, counterclaim, intervention, contempt
23 action, motion for new trial, or third-party petition, the amount
24 adopted by the county commissioners court, not to exceed \$5, for
25 court records archiving.

26 SECTION 2.03. Section 101.0611, Government Code, is amended
27 to read as follows:

H.B. No. 1513

1 Sec. 101.0611. DISTRICT COURT FEES AND COSTS: GOVERNMENT
2 CODE. The clerk of a district court shall collect fees and costs
3 under the Government Code as follows:

4 (1) appellate judicial system filing fees for:

5 (A) First or Fourteenth Court of Appeals District
6 (Sec. 22.2021, Government Code) . . . not more than \$5;

7 (B) Second Court of Appeals District (Sec.
8 22.2031, Government Code) . . . not more than \$5;

9 (C) Third Court of Appeals District (Sec.
10 22.2041, Government Code) . . . \$5;

11 (D) Fourth Court of Appeals District (Sec.
12 22.2051, Government Code) . . . not more than \$5;

13 (E) Fifth Court of Appeals District (Sec.
14 22.2061, Government Code) . . . not more than \$5;

15 (E-1) Sixth Court of Appeals District (Sec.
16 22.2071, Government Code) . . . \$5;

17 (E-2) Seventh Court of Appeals District (Sec.
18 22.2081, Government Code) . . . \$5;

19 (F) Ninth Court of Appeals District (Sec.
20 22.2101, Government Code) . . . \$5;

21 (G) Eleventh Court of Appeals District (Sec.
22 22.2121, Government Code) . . . \$5;

23 (G-1) Twelfth Court of Appeals District (Sec.
24 22.2131, Government Code) . . . \$5; and

25 (H) Thirteenth Court of Appeals District (Sec.
26 22.2141, Government Code) . . . not more than \$5;

27 (2) when administering a case for the Rockwall County

H.B. No. 1513

1 Court at Law (Sec. 25.2012, Government Code) . . . civil fees and
2 court costs as if the case had been filed in district court;

3 (3) additional filing fees:

4 (A) for each suit filed for insurance contingency
5 fund, if authorized by the county commissioners court (Sec. 51.302,
6 Government Code) . . . not to exceed \$5;

7 (B) to fund the improvement of Dallas County
8 civil court facilities, if authorized by the county commissioners
9 court (Sec. 51.705, Government Code) . . . not more than \$15;

10 (B-1) to fund the improvement of Bexar County
11 court facilities, if authorized by the county commissioners court
12 (Sec. 51.706, Government Code) . . . not more than \$15;

13 (C) to fund the improvement of Hays County court
14 facilities, if authorized by the county commissioners court (Sec.
15 51.707, Government Code) . . . not more than \$15; and

16 (D) to fund the preservation of court records
17 (Sec. 51.708, Government Code) . . . not more than \$10;

18 (4) for filing a suit, including an appeal from an
19 inferior court:

20 (A) for a suit with 10 or fewer plaintiffs (Sec.
21 51.317, Government Code) . . . \$50;

22 (B) for a suit with at least 11 but not more than
23 25 plaintiffs (Sec. 51.317, Government Code) . . . \$75;

24 (C) for a suit with at least 26 but not more than
25 100 plaintiffs (Sec. 51.317, Government Code) . . . \$100;

26 (D) for a suit with at least 101 but not more than
27 500 plaintiffs (Sec. 51.317, Government Code) . . . \$125;

H.B. No. 1513

- 1 (E) for a suit with at least 501 but not more than
2 1,000 plaintiffs (Sec. 51.317, Government Code) . . . \$150; or
3 (F) for a suit with more than 1,000 plaintiffs
4 (Sec. 51.317, Government Code) . . . \$200;
- 5 (5) for filing a cross-action, counterclaim,
6 intervention, contempt action, motion for new trial, or third-party
7 petition (Sec. 51.317, Government Code) . . . \$15;
- 8 (6) for issuing a citation or other writ or process not
9 otherwise provided for, including one copy, when requested at the
10 time a suit or action is filed (Sec. 51.317, Government Code) . . .
11 \$8;
- 12 (7) for records management and preservation (Sec.
13 51.317, Government Code) . . . \$10;
- 14 (7-a) for district court records archiving, if adopted
15 by the county commissioners court (Sec. 51.317(b)(5), Government
16 Code) . . . not more than \$5;
- 17 (8) for issuing a subpoena, including one copy (Sec.
18 51.318, Government Code) . . . \$8;
- 19 (9) for issuing a citation, commission for deposition,
20 writ of execution, order of sale, writ of execution and order of
21 sale, writ of injunction, writ of garnishment, writ of attachment,
22 or writ of sequestration not provided for in Section 51.317, or any
23 other writ or process not otherwise provided for, including one
24 copy if required by law (Sec. 51.318, Government Code) . . . \$8;
- 25 (10) for searching files or records to locate a cause
26 when the docket number is not provided (Sec. 51.318, Government
27 Code) . . . \$5;

H.B. No. 1513

1 (11) for searching files or records to ascertain the
2 existence of an instrument or record in the district clerk's office
3 (Sec. 51.318, Government Code) . . . \$5;

4 (12) for abstracting a judgment (Sec. 51.318,
5 Government Code) . . . \$8;

6 (13) for approving a bond (Sec. 51.318, Government
7 Code) . . . \$4;

8 (14) for a certified copy of a record, judgment,
9 order, pleading, or paper on file or of record in the district
10 clerk's office, including certificate and seal, for each page or
11 part of a page (Sec. 51.318, Government Code) . . . not to exceed
12 \$1;

13 (15) for a noncertified copy, for each page or part of
14 a page (Sec. 51.318, Government Code) . . . not to exceed \$1;

15 (16) fee for performing a service:

16 (A) related to the matter of the estate of a
17 deceased person (Sec. 51.319, Government Code) . . . the same fee
18 allowed the county clerk for those services;

19 (B) related to the matter of a minor (Sec.
20 51.319, Government Code) . . . the same fee allowed the county
21 clerk for the service;

22 (C) of serving process by certified or registered
23 mail (Sec. 51.319, Government Code) . . . the same fee a sheriff or
24 constable is authorized to charge for the service under Section
25 118.131, Local Government Code; and

26 (D) prescribed or authorized by law but for which
27 no fee is set (Sec. 51.319, Government Code) . . . a reasonable fee;

H.B. No. 1513

1 (17) jury fee (Sec. 51.604, Government Code) . . .
2 \$30;

3 (18) additional filing fee for family protection on
4 filing a suit for dissolution of a marriage under Chapter 6, Family
5 Code (Sec. 51.961, Government Code) . . . not to exceed \$15;

6 (19) at a hearing held by an associate judge in Dallas
7 County, a court cost to preserve the record, in the absence of a
8 court reporter, by other means (Sec. 54.509, Government Code) . . .
9 as assessed by the referring court or associate judge; and

10 (20) at a hearing held by an associate judge in Duval
11 County, a court cost to preserve the record (Sec. 54.1151,
12 Government Code) . . . as imposed by the referring court or
13 associate judge.

14 SECTION 2.04. Sections 118.011(b) and (f), Local Government
15 Code, are amended to read as follows:

16 (b) The county clerk may set and collect the following fee
17 from any person:

18 (1) Returned Check (Sec. 118.0215) not less
19 than \$15 or more than \$30

20 (2) Records Management and Preservation Fee (Sec.
21 118.0216) not more than \$5

22 (3) Mental Health Background Check for License to
23 Carry a Concealed Weapon (Sec. 118.0217) not more than \$2

24 (f) The county clerk of a county shall, if the commissioners
25 court of the county adopts the fee as part of the county's annual
26 budget, collect the following fee from any person:

27 Records Archive Fee (Sec. 118.025) not more

H.B. No. 1513

1 than \$5

2 SECTION 2.05. The changes in law made by this article apply
3 only to a fee that becomes payable on or after September 1, 2019. A
4 fee that becomes payable before September 1, 2019, is governed by
5 the law in effect when the fee became payable, and the former law is
6 continued in effect for that purpose.

7 SECTION 2.06. This article takes effect September 1, 2019.

8 ARTICLE 3. CONFLICT WITH OTHER LEGISLATION

9 SECTION 3.01. To the extent of any conflict, this Act
10 prevails over another Act of the 83rd Legislature, Regular Session,
11 2013, relating to nonsubstantive additions to and corrections in
12 enacted codes.

H.B. No. 1513

President of the Senate

Speaker of the House

I certify that H.B. No. 1513 was passed by the House on April 12, 2013, by the following vote: Yeas 131, Nays 3, 1 present, not voting; and that the House concurred in Senate amendments to H.B. No. 1513 on May 23, 2013, by the following vote: Yeas 143, Nays 1, 2 present, not voting.

Chief Clerk of the House

I certify that H.B. No. 1513 was passed by the Senate, with amendments, on May 21, 2013, by the following vote: Yeas 27, Nays 3.

Secretary of the Senate

APPROVED: _____

Date

Governor



Travis County Commissioners Court Agenda Request

Meeting Date: July 30, 2013

Prepared By/Phone Number: Tim Labadie 854.5864

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

Commissioners Court Sponsor: Judge Sam Biscoe

AGENDA LANGUAGE:

Receive briefing from County Attorney and give direction concerning whether to file suit against Leovardo Cantos to recover damages to a County-owned guardrail and take appropriate action; Executive Session also, pursuant to Tex. Gov't Code § 551.071(1)(a).

BACKGROUND/SUMMARY OF REQUEST & ATTACHMENTS: N/A

STAFF RECOMMENDATIONS: N/A

ISSUES AND OPPORTUNITIES: N/A

FISCAL IMPACT AND SOURCE OF FUNDING: N/A

REQUIRED AUTHORIZATIONS:

Steve Manilla 854.9383



Travis County Commissioners Court Agenda Request

Meeting Date: July 30, 2013

Prepared By/Phone Number: Tim Labadie 854.5864

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

Commissioners Court Sponsor: Judge Sam Biscoe

AGENDA LANGUAGE:

Receive briefing from County Attorney and give direction concerning whether to file suit against Rashad Robertson to recover damages to a County-owned guardrail and take appropriate action; Executive Session also, pursuant to Tex. Gov't Code § 551.071(1)(a).

BACKGROUND/SUMMARY OF REQUEST & ATTACHMENTS: N/A

STAFF RECOMMENDATIONS: N/A

ISSUES AND OPPORTUNITIES: N/A

FISCAL IMPACT AND SOURCE OF FUNDING: N/A

REQUIRED AUTHORIZATIONS:

Steve Manilla 854.9383

Item 32



Travis County Commissioners Court Agenda Request

Meeting Date: July 30, 2013

Prepared By/Phone Number: Tim Labadie 854.5864

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

Commissioners Court Sponsor: Judge Sam Biscoe

AGENDA LANGUAGE:

Receive briefing from County Attorney and give direction concerning whether to file suit against Narciso Martinez Morales to recover damages to a County-owned guardrail and take appropriate action; Executive Session also, pursuant to Tex. Gov't Code § 551.071(1)(a).

BACKGROUND/SUMMARY OF REQUEST & ATTACHMENTS: N/A

STAFF RECOMMENDATIONS: N/A

ISSUES AND OPPORTUNITIES: N/A

FISCAL IMPACT AND SOURCE OF FUNDING: N/A

REQUIRED AUTHORIZATIONS:

Steve Manilla 854.9383



Travis County Commissioners Court Agenda Request

Meeting Date: July 30, 2013

Prepared By/Phone Number: Tim Labadie 854.5864

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

Commissioners Court Sponsor: Judge Sam Biscoe

AGENDA LANGUAGE:

Receive briefing from County Attorney and give direction concerning whether to file suit against Chris Garcia to recover damages to a County-owned guardrail and take appropriate action; Executive Session also, pursuant to Tex. Gov't Code § 551.071(1)(a).

BACKGROUND/SUMMARY OF REQUEST & ATTACHMENTS: N/A

STAFF RECOMMENDATIONS: N/A

ISSUES AND OPPORTUNITIES: N/A

FISCAL IMPACT AND SOURCE OF FUNDING: N/A

REQUIRED AUTHORIZATIONS:

Steve Manilla 854.9383



Travis County Commissioners Court Agenda Request

Meeting Date: July 30, 2013

Prepared By/Phone Number: Tim Labadie 854.5864

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

Commissioners Court Sponsor: Judge Sam Biscoe

AGENDA LANGUAGE:

Receive briefing from County Attorney and give direction concerning whether to file suit against Delea Becker to recover damages to a County-owned guardrail and take appropriate action; Executive Session also, pursuant to Tex. Gov't Code § 551.071(1)(a).

BACKGROUND/SUMMARY OF REQUEST & ATTACHMENTS: N/A

STAFF RECOMMENDATIONS: N/A

ISSUES AND OPPORTUNITIES: N/A

FISCAL IMPACT AND SOURCE OF FUNDING: N/A

REQUIRED AUTHORIZATIONS:

Steve Manilla 854.9383



Travis County Commissioners Court Agenda Request

Meeting Date: July 30, 2013

Prepared By/Phone Number: Robert Resnick, Commissioners Court Specialist, 512-854-4722

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

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: Approve the Commissioners Court Minutes for the Voting Sessions of June 25 and July 2, 9 & 16, 2013.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

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



Minutes for the Travis County Commissioners Court Tuesday, June 25, 2013 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Call to Order

Meeting called to order on June 25, 2013, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Absent
Bruce Todd	Precinct 2, Commissioner	Present
Gerald Daugherty	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

Public Hearings

1. Receive comments regarding a request to authorize the filing of an instrument to vacate three public utility and drainage easements located over and across lots 64 and 65, block A of Kingsberry Park in Precinct One. (Commissioner Davis) (Action Item #4)

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Gerald Daugherty, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSENT: Ron Davis

Members of the Court heard from:
 Anna Bowlin, Program Manager, Planning and Engineering, Transportation and Natural Resources (TNR)

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Gerald Daugherty, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSENT: Ron Davis

Citizens Communication

Members of the Court heard from:
 Gus Peña, Travis County resident
 Roy Waley, Conservation Chair, Austin Chapter, Sierra Club
 Dr. John Kim, Travis County resident

Special Items

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

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

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

RESULT: DISCUSSED **Reset for: 7/2/2013**

Resolutions and Proclamations

3. Approve proclamation declaring June 29, 2013 "El Barrio Veteran's Parade Day" in Travis County. (Commissioner Gómez)

Members of the Court heard from:
Marcos de León, Travis County resident
James Ritter, Travis County resident
Sydney Gorton, Travis County resident
Frances Martinez, Travis County resident
Gavino Fernández, Jr., District 12 Director, League of United Latin American Citizens (LULAC)

MOTION: Approve the Proclamation in Item 3.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Gerald Daugherty, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSENT: Ron Davis

Transportation and Natural Resources Dept. Items

4. Consider and take appropriate action on a request to authorize the filing of an instrument to vacate three public utility and drainage easements located over and across lots 64 and 65, block A of Kingsberry Park in Precinct One. (Commissioner Davis)

RESULT: ADDED TO CONSENT

5. Consider and take appropriate action on a request to authorize calling down boundary street fiscal for improvements to Frate Barker Road in Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

6. Consider and take appropriate action on the following requests:
 - a. Final plat for recording: West Cypress Hills, Phase Two, Section Two (West Cypress Hills, Phase Two, Section Two – 25.33 acres – 38 total lots – Cypress Ranch Boulevard – no ETJ) in Precinct Three; and

- b. Applicant wishes to enter into subdivision construction agreement with Travis County for West Cypress Hills, Phase Two, Section Two in Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

- 7. Consider and take appropriate action on a preliminary plan: West Cypress Hills, Phase Two – revised preliminary plan (West Cypress Hills, Phase Two, preliminary plan, 189.27 acres – 252 total lots – Cypress Ranch Boulevard, no ETJ) in Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

- 8. Consider and take appropriate action on a cash security agreement with Highland Homes, Ltd– Austin, for sidewalk fiscal for West Cypress Hills, Phase I, Section 4A for lot 45, block A in Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

Health and Human Services Dept. Items

- 9. Consider and take appropriate action to approve a letter for the revenue contracts with AISD for after school enrichment services provided Travis County through the Texas Agrilife Extension Office.

RESULT: ADDED TO CONSENT

Planning and Budget Dept. Items

- 10. Consider and take appropriate action on budget amendments, transfers and discussion items.

RESULT: ADDED TO CONSENT

- 11. 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 \$761,015.01 for the period of June 7 to June 13, 2013.

RESULT: ADDED TO CONSENT

- 12. Consider and take appropriate action on the following items from Human Resources Management Department:

- a. Proposed routine personnel amendments; and
- b. Non-routine salary adjustment request from Precinct One for a variance to the Travis County Code, Section 10.03002, Salary Adjustment Greater Than Ten Percent Above Midpoint.

RESULT: ADDED TO CONSENT

- 13. Consider and take appropriate action on the following employee healthcare items for Fiscal Year 2014 Plan Year, effective October 1, 2013:

- a. Contribution levels for employee health plan for FY2014;

- b. Health benefit plan design changes for FY2014; and
- c. Open enrollment process for FY2014 that allows employees to continue with current benefit elections if no action is taken with the exception of the two flexible spending accounts.

Members of the Court heard from:

Leslie Browder, County Executive, Planning and Budget Office (PBO)
John Rabb, Benefits Manager, Human Resources and Management Department (HRMD)
Shannon Steele, Benefits Administrator, HRMD

MOTION: Approve Items 13.a, b, and c, including Option 2 under Item 13.a, as recommended by staff.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Gerald Daugherty, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSENT: Ron Davis

Justice and Public Safety Items

- 14. Consider and take appropriate action regarding Amendment Five to agreement between City of Austin and Travis County for emergency medical services.

RESULT: ADDED TO CONSENT

- 15. Consider and take appropriate action regarding an agreement between Travis County and Lakeway Regional Medical Center for the provision of a heli-pad camera.

RESULT: ADDED TO CONSENT

- 16. Receive update on the activities of the Office of Parental Representation and Office of Child Representation.

Members of the Court heard from:

Roger Jefferies, County Executive, Justice and Public Safety (JPS)
Lori Kennedy, Managing Attorney, Office of Parental Representation, Criminal Justice Planning (CJP)
Leslie Hill, Managing Attorney, Office of Child Representation, CJP
Darlene Byrne, Judge, 126th District Court
Mitchell Goertz, Financial Analyst, CJP

RESULT: DISCUSSED

Purchasing Office Items

- 17. Approve Modification No. 6 to Contract No. 4400000860 (HTE Contract No. PS110249ML), Renea Hicks, for legal services.

RESULT: ADDED TO CONSENT

- 18. Approve Modification No. 27 to Contract No. 4400000562 (HTE Contract No. MA960322), Easy Access, Inc., for Tax Office computer system.

RESULT: ADDED TO CONSENT

19. Approve contract award for the Ned Granger Administration Building fifth floor renovation, IFB No. 1305-006-JT, to the low bidder, AG Construction Management.

RESULT: ADDED TO CONSENT

20. Approve contract award for general medical lab services, RFS No. 1302-012-ML, to the sole proposer, Quest Diagnostics.

RESULT: ADDED TO CONSENT

21. Consider and take appropriate action on license agreement between Travis County Emergency Services District No. 4 and Travis County for Hunters Bend Emergency Medical Services (EMS) post location to provide placement of a County EMS ambulance at Fire Station No. 401.

RESULT: ADDED TO CONSENT

22. Approve Modification No. 15 to Interlocal Agreement No. 4400000372 (HTE Contract No. IL060341RE), Austin Travis County Integral Care for substance abuse services.

Clerk's Note: Items 22 and 23 were discussed concurrently.

Members of the Court heard from:
Gus Peña, Travis County resident

MOTION: Approve Items 22 and 23.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez
SECONDER: Gerald Daugherty, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSENT: Ron Davis

23. Approve Modification No. 15 to Interlocal Agreement No. 4400000374 (HTE Contract No. IL070037RE), Austin Travis County Integral Care for system of care services.

Clerk's Note: Items 22 and 23 were discussed concurrently.

Members of the Court heard from:
Gus Peña, Travis County resident

MOTION: Approve Items 22 and 23.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez
SECONDER: Gerald Daugherty, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSENT: Ron Davis

Other Items

24. Consider and take appropriate action on legislative matters, including:
a. Update on legislative activities; and

- b. Additions to the priorities, policy positions and the positions on other proposals sections of the Travis County legislative agenda.

Members of the Court heard from:

Deece Eckstein, Intergovernmental Relations Officer, IGR
Dr. John Kim, Travis County resident

RESULT: DISCUSSED

Consent Items

RESULT: ADOPTED [UNANIMOUS]
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Gerald Daugherty, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSENT: Ron Davis

- C1. Receive bids from County Purchasing Agent.
- C2. Approve payment of claims and authorize County Treasurer to invest County funds.
- C3. Approve the Commissioners Court minutes for the voting sessions of May 28 and June 4, 11, & 18, 2013.

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Minutes for the Travis County Commissioners Court Tuesday, July 2, 2013 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Call to Order

Meeting called to order on July 2, 2013, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Bruce Todd	Precinct 2, Commissioner	Present
Gerald Daugherty	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

Public Hearings

1. Receive comments regarding the temporary closure of Live Oak Drive to replace undersized culverts beginning July 10 and continuing through August 16, 2013, or until construction is completed in Precinct Three. (Commissioner Daugherty) (Action Item #4)

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Members of the Court heard from:
 Steve Manilla, County Executive, Transportation and Natural Resources (TNR)

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

2. Receive comments regarding the proposed Program Year 2013 action plan including the proposed usage of Community Development Block Grant funds available through the United States Department of Housing and Urban Development.

Clerk's Note: The Court approved without objection opening the Public Hearing.

Members of the Court heard from:
 Christy Moffett, Planning Project Manager, Travis County Health and Human Services & Veterans Service (TCHHS&VS)
 Dr. John Kim, Travis County resident
 Morris Priest, Travis County resident
 Kenneth Koym, Travis County resident

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Gerald Daugherty, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Citizens Communication

Members of the Court heard from:
Gus Peña, Travis County resident
Dr. John Kim, Travis County resident
Morris Priest, Travis County resident
Nina L. Batts, Travis County resident
Kenneth Koym, Travis County resident
Roy Waley, Conservation Chair, Austin Chapter, Sierra Club

Special Items

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

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

MOTION: Approve the recommended order prohibiting outdoor burning in the unincorporated areas of Travis County.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Transportation and Natural Resources Dept. Items

4. Consider and take appropriate action regarding the temporary closure of Live Oak Drive to replace undersized culverts beginning July 10 and continuing through August 16, 2013, or until construction is completed in Precinct Three. (Commissioner Daugherty)

RESULT: **ADDED TO CONSENT**

5. Consider and take appropriate action on a cash security agreement with Highland Homes, Ltd–Austin, for sidewalk fiscal for West Cypress Hills, Phase I, Section 4A for lot 36, block A in Precinct Three. (Commissioner Daugherty)

RESULT: **ADDED TO CONSENT**

Planning and Budget Dept. Items

6. Consider and take appropriate action on budget amendments, transfers and discussion items.

RESULT: NOT NEEDED

7. Review and approve requests regarding grant programs, applications, contracts and related special budgets, and permissions to continue:

- a. New application to the Office of the Governor, Criminal Justice Division, for the Travis County Sheriff's Office to receive one-time resources to assist in hosting the inaugural Vision Summit: Looking Toward the Future conference that will identify and bridge existing gaps in service that weaken an offender's potential for successful reintegration into the community; and
- b. New application entitled enhancing supervision, security, and policies to ensure youth safety to the United States Department of Justice with the Juvenile Probation Department.

RESULT: ADDED TO CONSENT

8. Consider and take appropriate action on the updated fiscal Year 2014 budget calendar and schedule including dates for budget hearings and mark-up.

Members of the Court heard from:

Leslie Browder, County Executive, Planning and Budget Office (PBO)
Jessica Rio, Budget Manager, PBO
Dr. John Kim, Travis County resident

MOTION: Approve the recommended calendar.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Margaret J. Gómez, Commissioner

AYES: Biscoe, Davis, Todd, Daugherty, Gómez

9. 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 \$1,220,304.06 for the period of June 14 to June 20, 2013.

RESULT: ADDED TO CONSENT

10. Consider and take appropriate action on proposed routine personnel amendments.

RESULT: ADDED TO CONSENT

11. Consider and take appropriate action on the following:

- a. Review and approve tuition reimbursements for employees who have completed classes in accordance with the Tuition Refund Program, Section 10.021; and
- b. Authorize the County Auditor and Treasurer to reimburse employees as listed.

RESULT: ADDED TO CONSENT

Purchasing Office Items

12. Ratify Contract No. 4400001463, University of Texas – Health Behavior Research and Training Institute (HBRT) for motivational interviewing training and coaching services.

RESULT: ADDED TO CONSENT

Clerk's Note: Judge Biscoe noted that the effective date of the contract is June 1, 2013.

13. Consider and take appropriate action on request for services (RFS) for Expo Center concession operations. **(This item may be taken into Executive Session under the Consultation with Attorney exception)**

Members of the Court heard from:

Cyd Grimes, Travis County Purchasing Agent

MOTION: Approve the document, with revisions as recommended by staff.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Ron Davis, Commissioner

AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Margaret J. Gómez

ABSENT: Gerald Daugherty

Other Items

14. Consider and take appropriate action on legislative matters, including:
 - a. Update on legislative activities;
 - b. Travis County legislative priorities for the 83rd Texas Legislature and the first and second called special sessions;
 - c. The Legislature's and Governor's actions on various legislation; and
 - d. Additions to the priorities, policy positions and the positions on other proposals sections of the Travis County legislative agenda.

Members of the Court heard from:

Deece Eckstein, Intergovernmental Relations Coordinator, Intergovernmental Relations (IGR)

RESULT: DISCUSSED

15. Receive briefing and take appropriate action regarding options for legislative advocacy services.

Members of the Court heard from:

Cyd Grimes, Travis County Purchasing Agent
Deece Eckstein, Intergovernmental Relations Coordinator, IGR
Thomas Bryan, Travis County resident

MOTION: Enter into a new two-year contract with an option for two more years with legislative consultant Knaupe GR, as recommended by staff.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Bruce Todd, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

16. Consider and take appropriate action regarding the Public Integrity Unit in the Office of the District Attorney.

Members of the Court heard from:

Deece Eckstein, Intergovernmental Relations Coordinator, IGR
Greg Cox, Director, Public Integrity Unity, Travis County District Attorney's Office
Morris Priest, Travis County resident
Dr. John Kim, Travis County resident
Sherine Thomas, Assistant County Attorney
David Escamilla, Travis County Attorney

MOTION: That we make the following findings of fact:

- The Governor vetoed appropriations specifically used to fund the Public Integrity Unit of the Travis County District Attorney's Office, which has been responsible for pursuing matters related to issues arising all over the state of Texas in the areas of General Government, Insurance Fraud and Motor Fuels Fraud.
- Due to the reduction in state funding, it is necessary to reduce staff due to budgetary restraints and to promote government efficiency.

It is further moved that:

- The 31 to 34.5 full-time equivalent slots/positions designated in the Travis County FY2012-2013 budget at the Travis County District Attorney's Office's Public Integrity Unit be eliminated effective September 30, 2013.
- Human Resources Management Department is directed to give Notice in compliance with Travis County Code §10.017 as soon as possible to those slots/positions through the employees currently in them and, if a slot is vacant, to the District Attorney personally. The notice should state that Commissioners Court has eliminated the position as part of the Reduction in Force that involves 31 to 34.5 full-time equivalent positions in the Travis County District Attorney's Office's Public Integrity Unit, and is effective September 30, 2013. The notice should be in the form provided with this motion.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Gerald Daugherty, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Clerk's Note: The County Judge noted that this motion guarantees the employees of the Public Integrity Unit employment through the end of Travis County's fiscal year, September 30, 2013, and that, if the necessary funding is found, these slots may be continued.

17. Consider and take appropriate action to assign Judge Biscoe to the Executive Committee of the Capital Area Planning Council of Governments and Commissioner Gomez to the Board of the Community Action Network.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Bruce Todd, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

18. Consider and take appropriate action on a request to:
- a. Adopt Chapter 2, Code Interpretation, Amendment and Publication;
 - b. Amend Chapter 1 of the Travis County Code by repealing Sections 1.0051 and 1.0052; and
 - c. Designate codifier.

Members of the Court heard from:

Steven Broberg, Director, Records Management and Communication Resources (RMCR)
Lisa Rush, Manager, Law Library, RMCR

MOTION: Approve Items 18.a-c, with Lisa Rush being designated as codifier.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Margaret J. Gómez
ABSENT: Gerald Daugherty

Executive Session Items

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

Note 1: Gov't Code Ann 551.071, Consultation with Attorney

Note 2: Gov't Code Ann 551.072, Real Property

Note 3: Gov't Code Ann 551.074, Personnel Matters

Note 4: Gov't Code Ann 551.076, Security

Note 5: Gov't Code Ann 551.087, Economic Development Negotiations

19. Consultation with County Attorney to consider and take appropriate action concerning condemnation of Parcels 4, 4E and 4TE from the F.C. Morse Trust and J.P. Morgan Chase Bank, as part of the Tuscany Way South, 2011 CIP Roadway Improvement Project located in Precinct One. (Commissioner Davis)^{1 and 2}

Judge Biscoe announced that Item 19 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

MOTION: Authorize condemnation of Parcels 4, 4E, and 4TE from the F.C. Morse Trust and J.P. Morgan Chase Bank, as part of the Tuscany Way South, 2011 CIP Roadway Improvement Project located in Precinct One.
RESULT: **APPROVED [3 TO 0]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Margaret J. Gómez
ABSTAIN: Ron Davis
ABSENT: Gerald Daugherty

20. Consultation with County Attorney to consider and take appropriate action concerning condemnation of Parcels 17 and 17TE from Gypsum Management and Supply Company, Inc.,

as part of the Frate Barker Road, 2011 CIP Roadway Improvement Project located in Precinct Four. (Commissioner Gómez)^{1and 2}

Judge Biscoe announced that Item 20 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

MOTION: Authorize condemnation of Parcels 17 and 17TE from Gypsum Management and Supply Company, Inc., as part of the Frate Barker Road 2011 CIP Roadway Improvement Project, in Precinct Four.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Margaret J. Gómez, Commissioner

AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Margaret J. Gómez

ABSENT: Gerald Daugherty

21. Consultation with County Attorney to consider and take appropriate action concerning condemnation of Parcels 15 and 15TE from Pearland Health Development Properties, L.P., as part of the Frate Barker Road, 2011 CIP Roadway Improvement Project located in Precinct Three. (Commissioner Daugherty)^{1and 2}

Judge Biscoe announced that Item 21 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

MOTION: Authorize condemnation of Parcels 15 and 15TE from Pearland Health Development Properties, L.P., as part of the Frate Barker Road 2011 CIP Roadway Improvement Project, in Precinct Four.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Margaret J. Gómez, Commissioner

AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Margaret J. Gómez

ABSENT: Gerald Daugherty

22. Receive briefing and take appropriate action regarding Travis County involvement in congressional redistricting litigation.¹

Judge Biscoe announced that Item 22 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Members of the Court heard from:

David Escamilla, Travis County Attorney

MOTION: Authorize the County's outside legal counsel to work with the County Attorney's Office to submit appropriate legal documents to raise the issues of the constitutional right that we believe we have to a crossover district, to focus on the State level; to raise Section 3.C regarding redistricting; and to defer to staff on raising the voter ID issue, as appropriate.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Ron Davis, Commissioner

AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Margaret J. Gómez

ABSENT: Gerald Daugherty

23. Receive briefing and take appropriate action regarding the impact to Travis County and the Voting Rights Act of the recent Supreme Court decision in Shelby County, Alabama V. Holder, et al.¹

Judge Biscoe announced that Item 23 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

RESULT: DISCUSSED

Consent Items

MOTION: Approve the following Consent Items: C1–C7 and Agenda Items 4, 5, 7.a–b, 9, 10, 11.a–b, and 12.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Margaret J. Gómez, Commissioner

SECONDER: Gerald Daugherty, Commissioner

AYES: Biscoe, Davis, Todd, Daugherty, Gómez

- C1. Receive bids from County Purchasing Agent.
- C2. Approve payment of claims and authorize County Treasurer to invest Road District funds.
- C3. Receive revenue and expenditure reports, and other statutorily required reports, for the month of May, 2013 from The County Auditor's Office.
- C4. Consider and take appropriate action on Precinct Three Reserve Deputy Constable bond for Kenneth Lee Evans.
- C5. Consider and take appropriate action on request to appoint deputy constables for Precinct Five for 2013.
- C6. Approve setting a public hearing on Tuesday, July 23, 2013 to 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 Two in Precinct Three. (Commissioner Daugherty)
- C7. Approve setting a public hearing on Tuesday, July 23, 2013 to receive comments regarding a request to authorize the filing of an instrument to vacate two five-foot wide public utility easements located along the common lot line of lots 88 and 89 of Apache Shores, First Installment in Precinct Three. (Commissioner Daugherty)

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Minutes for the Travis County Commissioners Court Tuesday, July 9, 2013 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Call to Order

Meeting called to order on July 9, 2013, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Bruce Todd	Precinct 2, Commissioner	Present
Gerald Daugherty	Precinct 3, Commissioner	Absent
Margaret J. Gómez	Precinct 4, Commissioner	Present

Public Hearings

1. Receive comments regarding a plat for recording: Raceway Single Family subdivision, Section Three (small lot subdivision), resubdivision of lots 17, 21, 24, 18-20, Northridge Acres No. 2 – Grand Avenue Parkway – City of Austin's ETJ – 66 total lots in Precinct Two. (Commissioner Todd) (Action Item #4)

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Bruce Todd, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Margaret J. Gómez
ABSENT: Gerald Daugherty

Members of the Court heard from:

Anna Bowlin, Program Manager, Planning and Engineering, Transportation and Natural Resources (TNR)

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Bruce Todd, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Margaret J. Gómez
ABSENT: Gerald Daugherty

2. Receive comments regarding the proposed Program Year 2013 Action Plan including the proposed use of Community Development Block Grant funds available through the U.S. Department of Housing and Urban Development.

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner

SECONDER: Ron Davis, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Margaret J. Gómez
ABSENT: Gerald Daugherty

Members of the Court heard from:

Christy Moffett, Social Services Manager, Travis County Health and Human Services
(TCHHS)
Dr. John Kim, Travis County resident

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Margaret J. Gómez
ABSENT: Gerald Daugherty

Citizens Communication

Members of the Court heard from:

Morris Priest, Travis County resident
Dr. John Kim, Travis County resident
Kenneth Koym, Travis County resident
Gus Peña, Travis County resident

Special Items

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

Members of the Court heard from:

Hershel Lee, Travis County Fire Marshal

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

RESULT: **DISCUSSED**

Transportation and Natural Resources Dept. Items

4. Consider and take appropriate action on the following requests:
 - a. A plat for recording: Raceway Single Family subdivision, Section Three (small lot subdivision), resubdivision of lots 17, 21, 24, 18-20, Northridge Acres No. 2 Grand Avenue Parkway – City of Austin's ETJ – 66 total lots in Precinct Two; and
 - b. A subdivision construction agreement with Travis County for Raceway Single Family subdivision, Section Three (small lot subdivision), resubdivision of lots 17, 21, 24, 18-20, Northridge Acres No. 2 in Precinct Two. (Commissioner Todd)

RESULT: **ADDED TO CONSENT**

Planning and Budget Dept. Items

5. Consider and take appropriate action on budget amendments, transfers and discussion items.

RESULT: ADDED TO CONSENT

6. Review and approve new grant application to the Texas Council for Developmental Disabilities to develop a public awareness campaign for accessible parking in the office of the Constable, Precinct 5.

RESULT: ADDED TO CONSENT

7. Review and approve the immediate release of reimbursement payment to United Healthcare for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$925,240.50 for the period of June 21 to June 27, 2013.

RESULT: ADDED TO CONSENT

8. Consider and take appropriate action on proposed routine personnel amendments.

RESULT: ADDED TO CONSENT

9. Consider and take appropriate action to propose FY 2014 salaries for elected officials:

- a. Proposed calendar for setting elected officials salaries;

Members of the Court heard from:

Leslie Browder, County Executive, Planning and Budget Office (PBO)
Diana Ramirez, Senior Budget Analyst, PBO

RESULT: APPROVED [UNANIMOUS]

MOVER: Samuel T. Biscoe, Judge

SECONDER: Bruce Todd, Commissioner

AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Margaret J. Gómez

ABSENT: Gerald Daugherty

- b. Composition of Grievance Committee;

Members of the Court heard from:

Diana Ramirez, Senior Budget Analyst, PBO

MOTION: Reaffirm the action taken by the Court under Item 10, which was to select potential Grievance Committee members from the Grand Jury pool.

RESULT: APPROVED [UNANIMOUS]

MOVER: Samuel T. Biscoe, Judge

SECONDER: Bruce Todd, Commissioner

AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Margaret J. Gómez

ABSENT: Gerald Daugherty

- c. Proposed elected officials salaries; **(This item may be taken into Executive Session under the Consultation with Attorney exception)**

Members of the Court heard from:

Diana Ramirez, Senior Budget Analyst, PBO

Judge Biscoe announced that Item 9.c would be considered in Executive Session pursuant

to Gov't. Code Ann. 551.071, Consultation with Attorney.

RESULT: DISCUSSED

Reset for: 7/16/2013

- d. Public advertisement for elected officials salaries; and
- e. Public hearing on advertised salaries.

Members of the Court heard from:
Diana Ramirez, Senior Budget Analyst, PBO

RESULT: DISCUSSED

Reset for: 7/16/2013

- 10. Draw names from Grand Jury Pool for Elected Officials Salary Grievance Committee for 2013, as required by Section 152.015 of the Texas Local Government Code.

Members of the Court heard from:
Dana DeBeauvoir, Travis County Clerk

Clerk's Note: The members of the Commissioners Court chose the following names from the Grand Jury pool to be candidates for the Salary Grievance Committee for 2013: Bruce V. Griffiths, Moses P. Saldaña, Sr., Henry Johnson, Eva Gonzales, Jesus (Rick) Almanza, Erica L. Mason, Rose McDonald, William (Bill) Mackie, Jinny Suh, Byron Neathery, Doris Williams, Lori Moya, Vennie Davis, Elester Williams, Jr., Kim Coffin, Ron Means, Joseph Macry, James King, Sue Watson, Sara Speights.

RESULT: DISCUSSED

- 11. Consider and take appropriate action on the Kroll Advisory Solutions Physical Security Assessment Report on the Travis County North Campus. **(This item may be taken into Executive Session under the Security exception)**

Members of the Court heard from:
Leslie Browder, County Executive, PBO

Judge Biscoe announced that Item 11 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.076, Security.

RESULT: DISCUSSED

Reset for: 7/23/2013

- 12. Consider and take appropriate action on report from URS related to delivery methods on the civil and family courthouse and other related items.

Members of the Court heard from:

Members of the Court heard from:
Leslie Browder, County Executive, Planning and Budget Office
George Tapas, National Practice Manager, Alternative Finance and Public-Private Partnerships, URS Corporation
David Pennington, Managing Director, BMO Capital Markets
Belinda Powell, Capital Planning Coordinator, PBO
John Hille, Assistant County Attorney
Dr. John K. Kim, Travis County Resident

RESULT: DISCUSSED

Reset for: 7/16/2013

Purchasing Office Items

13. Discuss and take appropriate action on request to authorize Purchasing Agent to issue Request for Qualifications (RFQ) for professional consulting services for the Adult Correctional System Needs Analysis and Master Plan Update.

RESULT: ADDED TO CONSENT

14. Approve customer agreement between the Texas Department of Information Resources (DIR), Texas NICUSA, LLC and Travis County for electronic payment engine services through Texas.gov, formerly known as Texasonline 2.0.

RESULT: ADDED TO CONSENT

15. Declare used firearms as surplus and authorize trade-in for purchase of new firearms, pursuant to Section 263.152(A)(2) of the Texas Local Government Code.

RESULT: ADDED TO CONSENT

16. Approve contract award for tree pruning and removal services, IFB No. B1305-004-LD, to the low bidder, Unity Contractor Services.

RESULT: ADDED TO CONSENT

17. Approve contract award for septic and holding tank services, IFB No. 1304-013-NB, to the sole bidder, VSE Septic Services LLC.

RESULT: ADDED TO CONSENT

Other Items

18. Consider and take appropriate action on legislative matters, including:
 - a. Update on legislative activities;
 - b. House Concurrent Resolution 1, approving the item of appropriation to the Public Integrity Unit made by the General Appropriations Act for the 2014-2015 State fiscal biennium notwithstanding the objections of the Governor; and
 - c. Additions to the priorities, policy positions and the positions on other proposals sections of the Travis County legislative agenda.

Members of the Court heard from:

Deece Eckstein, Intergovernmental Relations Coordinator, Intergovernmental Relations (IGR)

Clerk's Note: The Court discussed a draft resolution in support of House Concurrent Resolution 1 (HCR 1), to restore funding to the Travis County District Attorney's Public Integrity Unit.

MOTION: Approve the proposed resolution.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Margaret J. Gómez, Commissioner

AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Margaret J. Gómez

ABSENT: Gerald Daugherty

Executive Session Items

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

Note 1: Gov't Code Ann 551.071, Consultation with Attorney

Note 2: Gov't Code Ann 551.072, Real Property

Note 3: Gov't Code Ann 551.074, Personnel Matters

Note 4: Gov't Code Ann 551.076, Security

Note 5: Gov't Code Ann 551.087, Economic Development Negotiations

19. Consider and take appropriate action on an offer to sell approximately 21 acres of undeveloped land near State Highway 130 and Cameron Road for inclusion in the Eastern Creeks Open Space Project as part of the 2011 Bond Program in Precinct One. ²(Commissioner Davis)

Judge Biscoe announced that Item 19 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.072, Real Property.

MOTION: Accept the offer to sell for \$370,000.00. The source of funding is the 2011 Bonds.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Ron Davis, Commissioner
SECONDER: Bruce Todd, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Margaret J. Gómez
ABSENT: Gerald Daugherty

Consent Items

MOTION: Approve the following Consent Items: C1–C7 and Agenda Items 4.a–b, 5, 6, 7, 8, 13, 14, 15, 16 and 17.
RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Margaret J. Gómez
ABSENT: Gerald Daugherty

- C1. Receive bids from County Purchasing Agent.
- C2. Approve payment of claims and authorize County Treasurer to invest County funds.
- C3. Receive Fiscal Year 2012 financial audit reports for Emergency Services Districts 1, 3, 4, 6, 11 and 13.
- C4. Consider and take appropriate action on request to appoint Deputy Constables for Precinct Three for 2013.
- C5. Approve bond for Robert Gutierrez, Chief Deputy Constable, Precinct Five.
- C6. Approve setting a public hearing on Tuesday, July 30, 2013 to receive comments regarding a request to authorize the filing of an order of rejection of dedication of public streets – Lenape Trail, Lenape Cove, Superview Drive, and Indian Scout Trail, all originally dedicated by the plat of the Overlook Estates, Phase 1 – a subdivision in Precinct Three. (Commissioner Daugherty)

- C7. Approve setting a public hearing on Tuesday, August 20, 2013 to receive comments regarding a plat for recording: Hidden Mesa subdivision resubdivision of lot 42 (resubdivision final plat – three lots – Mesa Oaks – City of Leander ETJ) in Precinct Three. (Commissioner Daugherty)

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Minutes for the Travis County Commissioners Court Tuesday, July 16, 2013 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Call to Order

Meeting called to order on July 16, 2013, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Bruce Todd	Precinct 2, Commissioner	Present
Gerald Daugherty	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

Clerk's Note: The Court extended its condolences to the family of Ann McAfee on her recent passing.

Public Hearings

1. Receive comments regarding a partial cancellation of the right-of-way for Dorado Pass and part of unnamed right-of-way, part of Tract #5, Lakehurst Subdivision (Dorado Pass and parts of unnamed right-of-way – Tract #5, Lakehurst Subdivision – Lakehurst Loop – City of Lakeway ETJ – eight residential lots) in Precinct Three. (Commissioner Daugherty) (Action Item #6)

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Members of the Court heard from:

Anna Bowlin, Program Manager, Planning and Engineering, Transportation and Natural Resources (TNR)

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

2. Receive comments regarding a plat for recording: Revised plat of lots 39–62, lot 35, lots 63–72, part of lot 73, part of lot 85 and canceled right-of-way for Dorado Pass and part of unnamed right-of-way, part of Tract #5, Lakehurst Subdivision (revised plat and canceled parts of right-of-ways – Lakehurst Subdivision – Lakehurst Loop – City of Lakeway ETJ – eight residential lots) in Precinct Three. (Commissioner Daugherty) (Action Item #7)

MOTION: Open the Public Hearing.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Members of the Court heard from:

Anna Bowlin, Program Manager, Planning and Engineering, TNR

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

3. Receive comments regarding a request to authorize the filing of an instrument to vacate several sections of a separate instrument right-of-way dedication as dedicated by Document #2008002782 in Precinct Three. (Commissioner Daugherty) (Action Item #8)

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Members of the Court heard from:

Anna Bowlin, Program Manager, Planning and Engineering, TNR

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Citizens Communication

Members of the Court heard from:

Morris Priest, Travis County resident
Gus Peña, Travis County resident
Carlos León, Travis County resident
Dr. John Kim, Travis County resident
Kenneth Koym, Travis County resident

Special Items

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

Members of the Court heard from:

Hershel Lee, Travis County Fire Marshal
Jim Connolly, Assistant County Attorney

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

Resolutions and Proclamations

5. Approve resolution of Travis County for participation in the Regional Emergency Communications District as authorized by Chapter 772, Subchapter G of the Texas Health and Safety Code. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

Transportation and Natural Resources Dept. Items

6. Consider and take appropriate action on a partial cancellation of the right-of-way for Dorado Pass and part of unnamed right-of-way, part of Tract #5, Lakehurst Subdivision (Dorado Pass and parts of unnamed right-of-way – Tract #5, Lakehurst Subdivision – Lakehurst Loop – City of Lakeway ETJ – eight residential lots) in Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

7. Consider and take appropriate action on a plat for recording: Revised plat of lots 39–62, lot 35, lots 63–72, part of lot 73, part of lot 85 and canceled right-of-way for Dorado Pass and part of unnamed right-of-way, part of Tract #5, Lakehurst Subdivision (revised plat and canceled parts of right-of-ways – Lakehurst Subdivision – Lakehurst Loop – City of Lakeway ETJ – eight residential lots) in Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

8. Consider and take appropriate action on a request to authorize the filing of an instrument to vacate several sections of a separate instrument right-of-way dedication as dedicated by document #2008002782 in Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

9. Consider and take appropriate action regarding the acceptance of the dedication of the public street and drainage facilities within River Dance, Phase 7-B – a subdivision in Precinct Two. (Commissioner Todd)

RESULT: ADDED TO CONSENT

10. Consider and take appropriate action on a license agreement to restore a former soil excavation pit in the Onion Creek Greenway, in Precinct Four. (Commissioner Gómez) **(This item may be taken into Executive Session under the Consultation with Attorney or Real Property exceptions)**

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

RESULT: DISCUSSED

Reset for: 7/23/2013

11. Consider and take appropriate action on the following requests:
 - a. Funding for one-time operational improvements at the closed U.S. 290 landfill; and
 - b. Funding for a groundwater investigation to address compliance concerns of the Texas Commission on Environmental Quality.

Members of the Court heard from:

Steve Manilla, County Executive, TNR
Tom Weber, Environmental Program Manager, TNR

MOTION: Approve Items 11.a-b.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Health and Human Services Dept. Items

12. Consider and take action on interlocal agreement with Austin Independent School District to provide access to school campuses for staff of the Travis County Underage Drinking Prevention and Healthy Families programs.

RESULT: ADDED TO CONSENT

13. Consider and take appropriate action on memorandum of understanding between Healthy Families Travis County and Any Baby Can for the provision of home-based counseling services.

RESULT: ADDED TO CONSENT

14. Receive overview of the Travis County Healthcare District D/B/A Central Health preliminary draft budget for Fiscal Year 2014.

Members of the Court heard from:

Larry Wallace, Vice President of Service Delivery, Central Health
Jeff Knodel, Chief Financial Officer, Central Health
Christie Garbe, Chief Communications and Planning Officer, Central Health

RESULT: DISCUSSED

Planning and Budget Dept. Items

15. Consider and take appropriate action on budget amendments, transfers and discussion items.

RESULT: ADDED TO CONSENT

16. Review and approve new application to the Texas Veterans Commission Fund for veterans' assistance to expand services offered by the Veterans Court Program to include substance abuse treatment.

RESULT: ADDED TO CONSENT

17. 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 \$698,621.50 for the period of June 28 to July 4, 2013.

RESULT: ADDED TO CONSENT

18. Consider and take appropriate action on proposed routine personnel amendments.

RESULT: ADDED TO CONSENT

19. Consider and take appropriate action to advertise proposed Fiscal Year 2014 salaries for elected officials and set date for public hearing.

Members of the Court heard from:

Leslie Browder, County Executive, Planning and Budget Office (PBO)

MOTION: Approve the advertisement and set the Public Hearing for August 6, 2013.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Ron Davis, Commissioner

AYES: Samuel T. Biscoe, Ron Davis, Gerald Daugherty, Margaret J. Gómez

ABSENT: Bruce Todd

20. Consider and take appropriate action regarding a request from Forklift Danceworks to use the Travis County Exposition Center and waiver of certain rental fees for an event for Austin Energy.

Members of the Court heard from:

Roger El Khoury, Director, Travis County Facilities Management Department (FMD)

Allison Orr, Director, Forklift Danceworks

MOTION: Grant the requested waiver.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Ron Davis, Commissioner

AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Purchasing Office Items

21. Approve Modification No. 4 to Interlocal Agreement No. 4400000356 (H.T.E. Contract No. IL040278ML), Austin State Hospital, for environmental services for Crisis Intervention Team offices.

RESULT: ADDED TO CONSENT

22. Approve Modification No. 13 to Contract No. 4400000727 (H.T.E. Contract No. PS090100RE), American Youthworks, for workforce development.

RESULT: ADDED TO CONSENT

23. Approve Modification No. 3 to Interlocal Agreement No. 4400000377, (H.T.E. Contract No. IL080007VR), Hays County, for residential treatment services.

RESULT: ADDED TO CONSENT

24. Approve Modification No. 4 to Contract No. 4400000245 (H.T.E. Contract No. CM070274LC), High Sierra Electronics, Inc., for the flood warning system.

RESULT: ADDED TO CONSENT

25. Discuss and take appropriate action on request to authorize Purchasing Agent to issue Request for Qualifications (RFQ) No. Q1306-014-RV for professional architectural and engineering design services of office building and parking structure to be located at 416 West 11th Street.

Members of the Court heard from:

Cyd Grimes, Travis County Purchasing Agent
Roger El Khoury, Director, FMD
Tenley Aldredge, Assistant County Attorney

MOTION: Approve Item 25.
RESULT: **APPROVED [4 TO 1]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Margaret J. Gómez
NAYS: Gerald Daugherty

Other Items

26. Consider and take appropriate action on legislative matters, including:
 - a. Update on legislative activities; and
 - b. Additions to the priorities, policy positions and the positions on other proposals sections of the Travis County legislative agenda.

Members of the Court heard from:

Deece Eckstein, Intergovernmental Relations Coordinator, Travis County Office of Intergovernmental Relations (IGR)
Dr. John Kim, Travis County resident

RESULT: DISCUSSED

27. Appoint Fairy Davenport Rutland to the Travis County Children's Protective Services Board effective immediately through July 31, 2016. (Judge Biscoe)

RESULT: ADDED TO CONSENT

Executive Session Items

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

Note 1: Gov't Code Ann 551.071, Consultation with Attorney

Note 2: Gov't Code Ann 551.072, Real Property

Note 3: Gov't Code Ann 551.074, Personnel Matters

Note 4: Gov't Code Ann 551.076, Security

Note 5: Gov't Code Ann 551.087, Economic Development Negotiations

28. Consider and take appropriate action on purchase of a conservation easement over approximately 652 acres of land in connection with the Balcones Canyonlands Conservation Plan in Precinct Three. (Commissioner Daugherty) ²

MOTION: Accept the purchase price of \$3,586,000.00, with closing to take place by the end of Calendar Year 2013.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Gerald Daugherty, Margaret J. Gómez
ABSENT: Bruce Todd

29. Consider and take appropriate action concerning the settlement offer regarding payment for Star Flight services rendered to Kevin Edwards.¹

RESULT: **DISCUSSED** **Reset for: 7/30/2013**

30. Receive briefing from County Attorney and take appropriate action in a claim regarding Ronald "Bianca" Cruz-Garcia.¹

MOTION: Settle the matter for \$30,000.00 with dismissal and release of any and all claims.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Gerald Daugherty, Margaret J. Gómez
ABSENT: Bruce Todd

31. Receive briefing and take appropriate action regarding State Office of Administrative Hearings Docket No. 582-10-5643 and Texas Commissioner on Environmental Quality Docket No. 2010-1040-MIS, the Hill Country Water Conservation District.¹

RESULT: **DISCUSSED**

Consent Items

MOTION: Approve the following Consent Items: C1–C3 and Agenda Items 5, 6, 7, 8, 9, 12, 13, 15, 16, 17, 18, 21, 22, 23, 24, 27 and A1.
RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

- C1. Receive bids from County Purchasing Agent.
- C2. Approve payment of claims and authorize County Treasurer to invest County funds.
- C3. Approve setting a public hearing on August 6, 2013 to receive comments regarding a request to authorize the filing of an instrument to vacate a 2.079 acres section of right-of-way known as Moores Crossing Boulevard in Precinct Four. (Commissioner Gomez)

Added Items

1. Consider and take appropriate action on the following:
- a. An Alternative Fiscal Agreement for Avalon, Phase 9B; and

- b. A Cash Security Agreement for the fiscal posting for Avalon, Phase 9B – all within Precinct One. (Commissioner Davis)

RESULT: ADDED TO CONSENT

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Item C4

Travis County Commissioners Court Agenda Request

Meeting Date: July 30, 2013

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

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

Carol B. Jorgensen

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

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE: Approve setting a public hearing on Tuesday, August 20, 2013 to receive comments regarding a request to authorize the filing of an instrument to vacate two five foot wide public utility easements located along the common lot line of Lots 812 and 813 of Apache Shores, Section 3 – 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 812 and 813 of Apache Shores, Section 3. The easements are dedicated per plat note. The subject lots front on of Quannah Parker Trail, a street maintained by Travis County.

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

STAFF RECOMMENDATIONS:

The request has been reviewed by TNR staff and staff finds the vacation requests meets all Travis County standards. As such, TNR staff recommends setting the public hearing.

ISSUES AND OPPORTUNITIES:

According to the request letter the purpose of this request is so that the property owners may build their home over the middle of the two lots without encroaching on the subject easements.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

ATTACHMENTS/EXHIBITS:

Order of Vacation
Field Notes
Request Letter
Utility Statements
Maps

REQUIRED AUTHORIZATIONS:

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

CC:

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

SM:AB:ps

1101 - Development Services Long Range Planning - Apache Shores, Section 3

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owners request the vacation of two five foot wide public utility easements located along the common lot line of Lots 812 and 813 of Apache Shores, Section 3 as recorded at Book 3822, Page 175 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 August 20, 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 812 and 813 of Apache Shores, Section 3, 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

FIELD NOTES

1,379 SQUARE FEET OF LAND, MORE OR LESS, BEING A TWELVE (12) FEET WIDE PUBLIC UTILITY EASEMENT, SIX FEET WIDE ALONG THE EAST PROPERTY LINE OF LOT 812 AND SIX FEET WIDE ALONG THE WEST PROPERTY LINE OF LOT 812, AMENDED PLAT OF APACHE SHORES, SECTION NO. 3, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN BOOK 50, PAGE 81, PLAT RECORDS, TRAVIS COUNTY, TEXAS; AS CREATED IN VOLUME 3822, PAGE 175, DEED RECORDS, TRAVIS COUNTY, TEXAS; FOR WHICH A MORE PARTICULAR DESCRIPTION BY METES AND BOUNDS IS AS FOLLOWS:

BEGINNING FOR REFERENCE at a point on the west R.O.W. of Quanah Parker Trail, same being at the S.E. corner of Lot 812, AMENDED PLAT OF APACHE SHORES, SECTION NO, 3, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Book 50, Page 81;

THENCE N54°36'00"W along the south line of Lot 812 for a distance of 94.00 feet to a point on the east line of a 12 feet wide public utility easement for the S.E. corner hereof and **POINT OF BEGINNING** of this twelve (12) feet wide public utility easement;

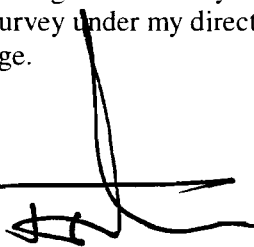
THENCE N54°36'00"W along the south line of Lot 812, at six feet passing the common S.W. corner of Lot 812 and the S.E. corner of Lot 813 and in all 12.00 feet to a point on the south line of Lot 813, same being on the west line of said 12 feet wide public utility easement for the S.W. corner hereof;

THENCE N35°23'55"E, crossing Lot 813 along the west line of said public utility easement for a distance of 115.00 feet to a point on the common north line of Lot 813 and the south R.O.W. of Quanah Parker Trail for the N.W. corner hereof;

THENCE S54°36'00"E along the common north line of Lot 813 and the south R.O.W. of Quanah Parker Trail, at 6 feet passing the common N.E. corner of Lot 813 and the N.W. corner of Lot 812 and in all 12 feet to a point on the north line of Lot 812, same being on the east line of said 12 feet wide public utility easement for the N.E. corner hereof;

THENCE S35°23'55"W, crossing Lot 812 along the east line of said 12 feet wide public utility easement for a distance of 115.00 feet to the **POINT OF BEGINNING**, containing 1,379 square feet of land.

I, the undersigned do hereby certify that the field notes hereon were prepared from an actual on-the-ground survey under my direct supervision and that they are true and correct to the best of my knowledge.



Thomas P. Dixon R.P.L.S. 4324



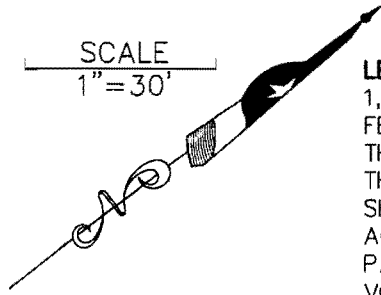
6/26/13
Date



Waterloo Surveyors Inc. EASEMENT VACATION

10519ER2

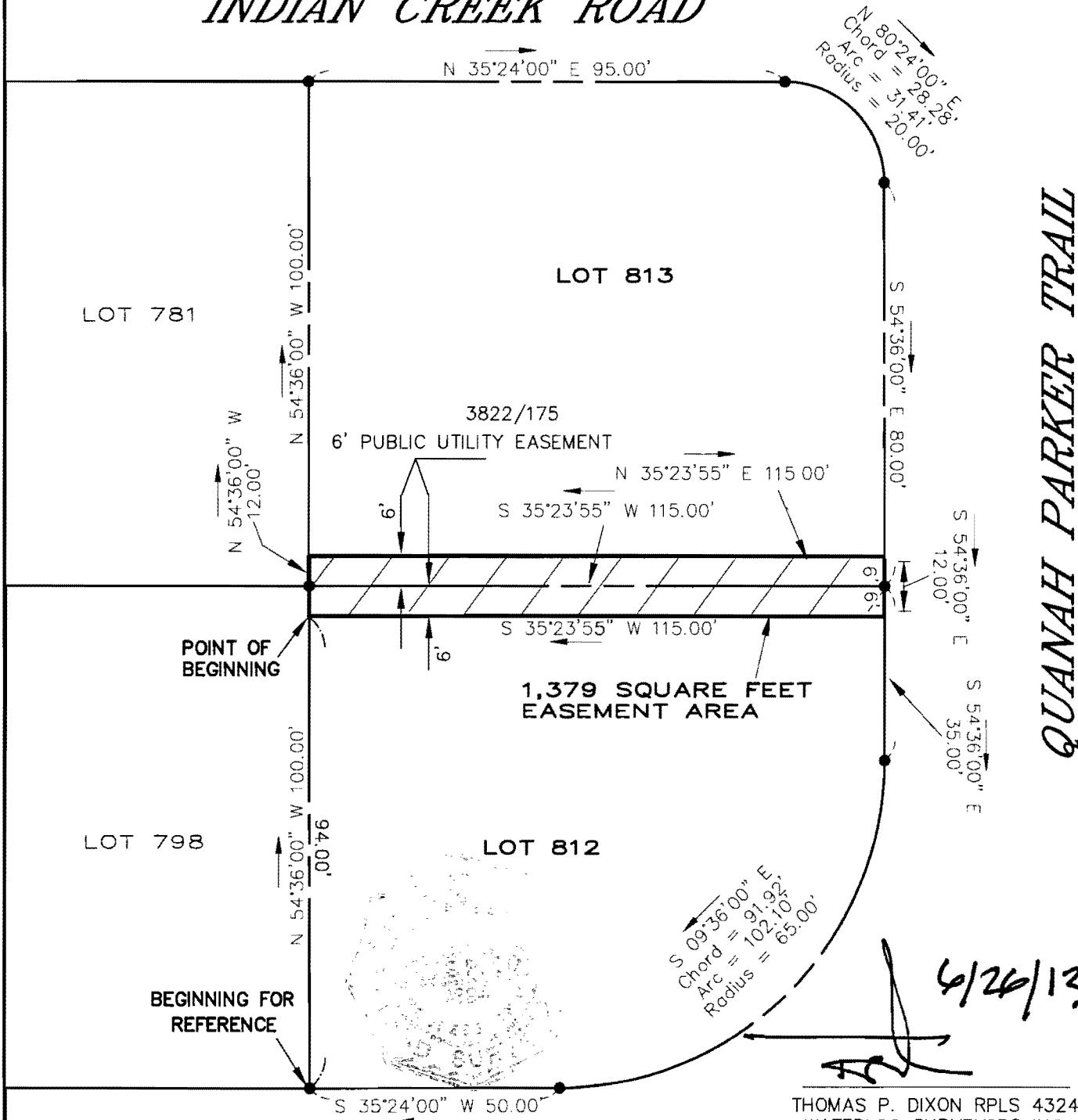
SCALE
1" = 30'



LEGAL DESCRIPTION:

1,379 SQUARE FEET OF LAND, MORE OR LESS, BEING A TWELVE (12) FEET WIDE PUBLIC UTILITY EASEMENT, SIX FEET WIDE ALONG THE EAST PROPERTY LINE OF LOT 813 AND SIX FEET WIDE ALONG THE WEST PROPERTY LINE OF LOT 812, AMENDED PLAT OF APACHE SHORES, SECTION NO. 3, A SUBDIVISION IN TRAVIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN BOOK 50, PAGE 81, PLAT RECORDS, TRAVIS COUNTY, TEXAS, AS CREATED IN VOLUME 3822, PAGE 175, DEED RECORDS, TRAVIS COUNTY, TEXAS

INDIAN CREEK ROAD



4/26/13

AS

THOMAS P. DIXON RPLS 4324
WATERLOO SURVEYORS INC.
2208 W. ANDERSON LANE
AUSTIN, TEXAS 78757

QUANAH PARKER TRAIL

Cindy Gray
9304 Castlewood Drive
Austin, TX

July 1, 2013, 2013

Paul Scoggins
Travis County Transportation and Natural Resources
Planning and Engineering Services
Travis County Administration Building
700 Lavaca Street
Austin, TX

Re: Vacating a Public Utility Easement Request

Mr. Scoggins:

We have two lots that we are requesting the PUE in the center of the two to be released so we may build our home over (in the middle of the property) the current PUE.

The following are the legal descriptions for our properties:

Lot 812, 2403 Indian Creek Drive
Lot 813, 2410 Quannah Parker Trail
Apache Shores, Section 3

We have enclosed the letters from the utility companies (Austin Energy, Time Warner Cable, AT&T and WCID #17) that service our lots, a stamped metes and bounds description, copy of the plat and our \$315.00 check.

We thank you in advance and if you need to talk to us directly, feel free to contact us at 512-694-2237.

Regards,

Cindy Gray





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 2410 Quannah Parker Trl. & 2403 Indian Creek Dr. (address) and/or Lots 812 and 813 Apache Shores Sec 3 (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

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

Sonny Poole
 Signature
 Sonny Poole
 Printed Name
 Mgr., PIRES
 Title
 Austin Energy
 Utility Company or District
 May 23, 2013
 Date

Please return this completed form to:

Cynthia Gray
 Name
 Address
 City/State/Zip

Cindy Gray

From: Giambruno, Melody <Melody.Giambruno@austinenergy.com>
Sent: Friday, May 24, 2013 11:19 AM
To: Cindy Gray
Subject: 2410 Quannah Parker Trail - Approved
Attachments: 20130524112310123.pdf

Hi Cindy,
The above easement release request has been approved by Austin Energy.
You will need to take the attached form to Travis Co. along with any other requested information.
Thanks,
Melody

Melody Giambruno
Right of Way Specialist
Austin Energy
512-322-6576

-----Original Message-----

From: SCC_1007RC@austinenergy.com [mailto:SCC_1007RC@austinenergy.com]
Sent: Friday, May 24, 2013 11:23 AM
To: Giambruno, Melody
Subject: Message from "SCC-1007RC"

This E-mail was sent from "SCC-1007RC" (Aficio MP C4501).

Scan Date: 05.24.2013 11:23:09 (-0500)
Queries to: SCC_1007RC@austinenergy.com



SOUTHWESTERN BELL TELEPHONE COMPANY

RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT, entered into by *SOUTHWESTERN BELL TELEPHONE COMPANY, a Delaware corporation, GRANTOR, AND Cynthia L. Gray and James M. Washburn, GRANTEE(S)*, 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(S), as is, all or a specific portion of certain easements for telecommunication purposes hereinafter described that affects land owned by GRANTEE(S) situated in *Travis County, Texas*, and described as follows:

Lots 812 and 813, Amended Plat of Apache Shores, Section 3, Deed of record in Document 2013082480, Property Records of Travis County, Texas

Said land of GRANTEE(S) being subject to:

Easements recorded in Volume 50, Page 81, Plat Records of Travis County, Texas,

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

All of the 5 foot PUE along the common property lines of said Lots 812 and 813, described above,

TO HAVE AND TO HOLD same, together with all rights and appurtenances to the same belonging, unto GRANTEE(S), 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 21st day of May, 2013

SOUTHWESTERN BELL TELEPHONE COMPANY

David J. Williams

Name: David Williams

Title: Senior Project Engineering 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 21st day of MAY, 2013.

Rebecca K. Hogue
Notary Public in and for the State of TEXAS
My Commission Expires JAN. 16, 2017



Cindy Gray

From: MOORE, PATTI <pm2533@att.com>
Sent: Thursday, May 30, 2013 4:31 PM
To: Cindy Gray
Subject: Easement Release
Attachments: Scan 001.pdf

Hello Cindy,

Attached is a scanned copy of your easement release. I will put the original in the US mail to 9304 Castlewood Drive, Austin.

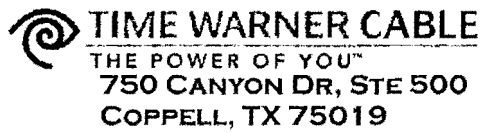
Also, please record the original release with the County.

Thank you,
Patti

-----Original Message-----

From: MOORE, PATTI
Sent: Thursday, May 30, 2013 3:48 PM
To: MOORE, PATTI
Subject: Scan from a Xerox WorkCentre

Please open the attached document. It was scanned and sent to you using a Xerox WorkCentre. For more information on Xerox products and solutions, please visit <http://www.xerox.com>.



June 14, 2013

Cindy Gray
512-694-2237 (cell)
Email: cindy@primestrategies.net

SUBJECT: Abandonment of easement for 2403 Indian Creek Dr and 2410 Quanah Parker Trail, Austin, TX

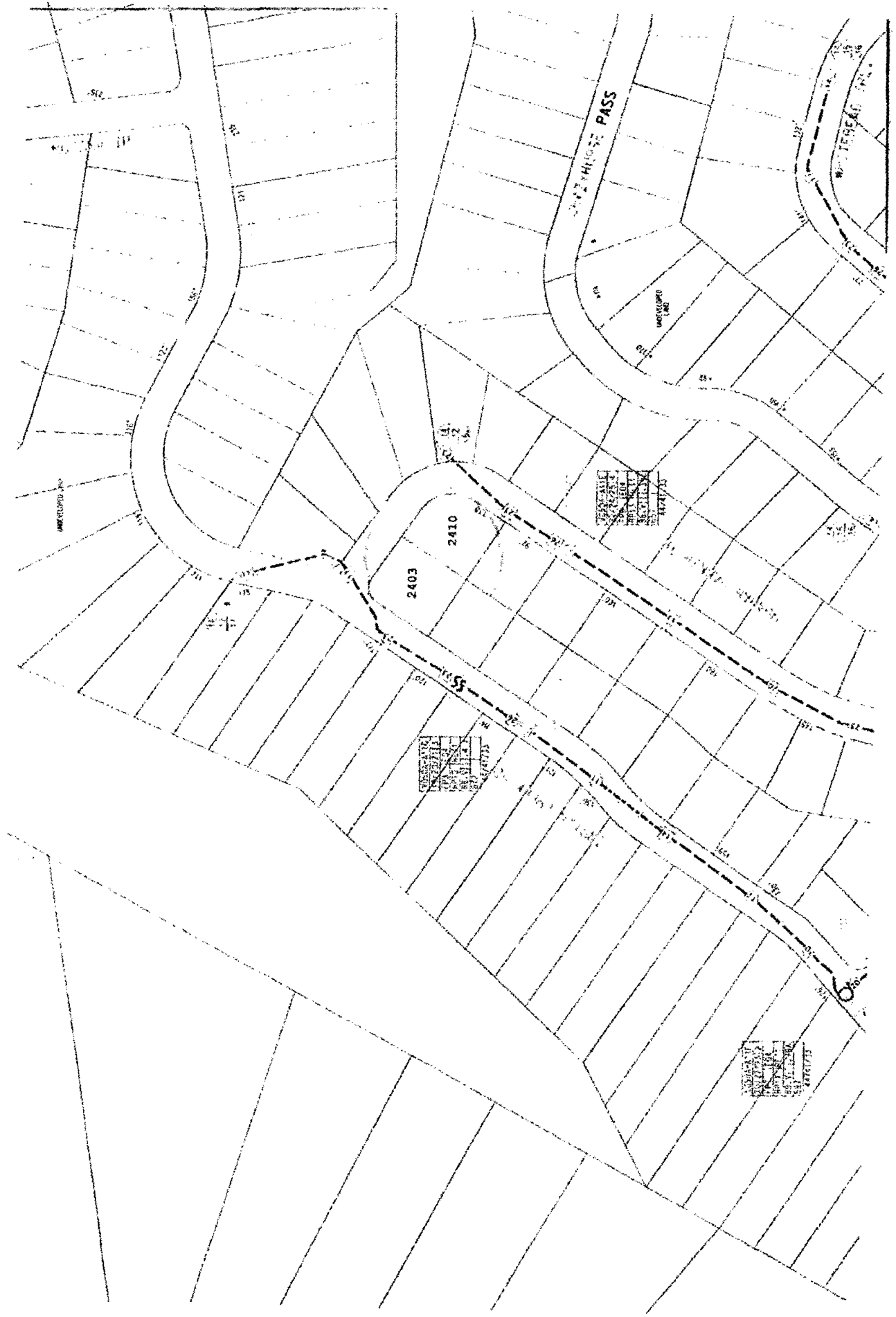
We have reviewed your request for the above referenced Utility Easement, and Time Warner Cable (TWC) hereby grants the abandonment of the public utility easement along 2403 Indian Creek Dr and Quanah Parker Trail.

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,

A large, stylized handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.



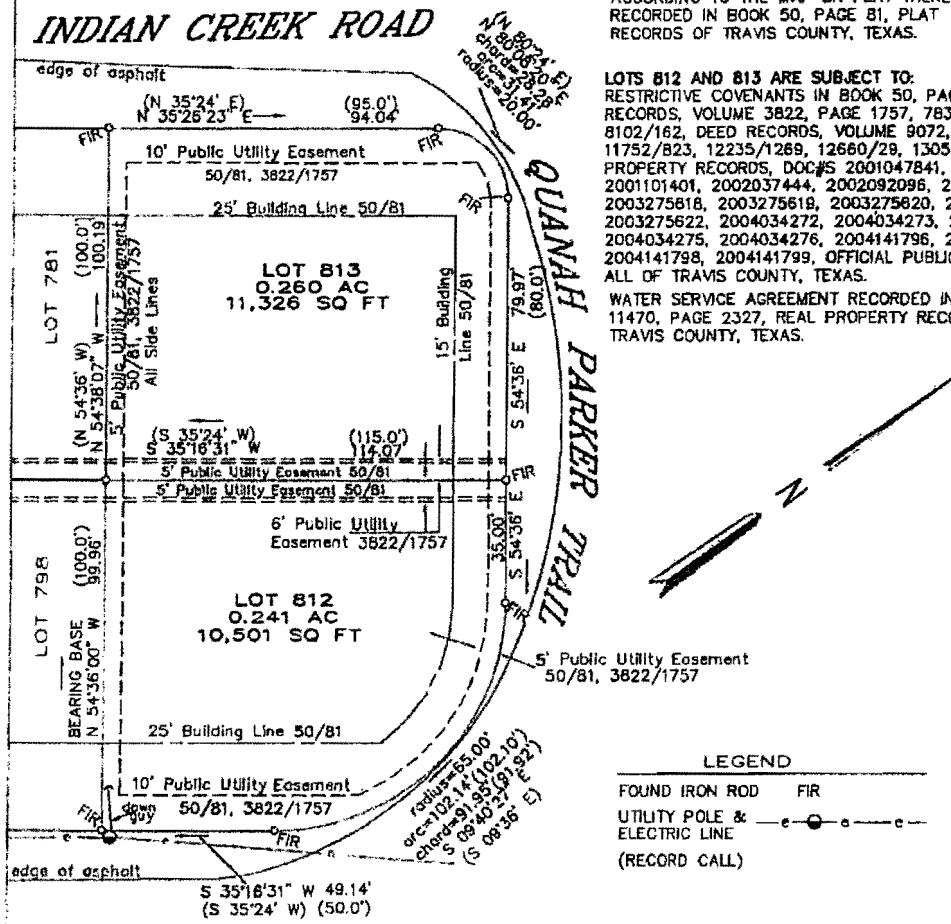
OWNER:
 ALI MAKIYA
ADDRESS:
 LOT 813, 2403 INDIAN CREEK DRIVE
 LOT 812, 2410 QUANAH PARKER TRAIL

Waterloo Surveyors Inc.
SURVEY PLAT

J10519

LEGAL DESCRIPTION:
 LOTS 812 AND 813, OF AMENDED PLAT OF
 APACHE SHORES, SECTION NO. 3, A
 SUBDIVISION IN TRAVIS COUNTY, TEXAS,
 ACCORDING TO THE MAP OR PLAT THEREOF
 RECORDED IN BOOK 50, PAGE 81, PLAT
 RECORDS OF TRAVIS COUNTY, TEXAS.

LOTS 812 AND 813 ARE SUBJECT TO:
 RESTRICTIVE COVENANTS IN BOOK 50, PAGE 81, PLAT
 RECORDS, VOLUME 3822, PAGE 1757, 7831/147, AND
 8102/162, DEED RECORDS, VOLUME 9072, PAGE 273,
 11752/823, 12235/1269, 12660/29, 13032/8, REAL
 PROPERTY RECORDS, DOC#S 2001047841, 2001101400,
 2001101401, 2002037444, 2002092096, 2003087784,
 2003275618, 2003275619, 2003275620, 2003275621,
 2003275622, 2004034272, 2004034273, 2004034274,
 2004034275, 2004034276, 2004141796, 2004141797,
 2004141798, 2004141799, OFFICIAL PUBLIC RECORDS,
 ALL OF TRAVIS COUNTY, TEXAS.
 WATER SERVICE AGREEMENT RECORDED IN VOLUME
 11470, PAGE 2327, REAL PROPERTY RECORDS,
 TRAVIS COUNTY, TEXAS.



LEGEND
 FOUND IRON ROD FIR
 UTILITY POLE &
 ELECTRIC LINE — e — e — e —
 (RECORD CALL)

QUANAH PARKER TRAIL

"THIS SURVEY WAS PERFORMED FOR AND
 CERTIFIED TO THE LIEN HOLDERS AND/OR
 THE OWNERS OF THE PREMISES SURVEYED
 AND TO STEWART TITLE GUARANTY
 COMPANY AS PER GF NO. 4100040."

State of Texas:
 County of Travis:

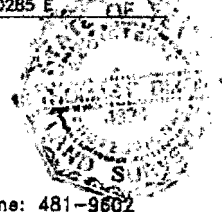
The undersigned does hereby certify that this survey was this day made on the
 property legally described hereon and is correct, and this survey substantially
 complies with the current Texas Society of Professional Surveyors Standards and

Specifications for a Category 1A Survey.

Dated this the 12TH day of OCTOBER 2004

And I certify that the property shown hereon IS NOT within a special flood
 hazard area as identified by the Federal Insurance Adm. Department of HUD Flood
 hazard boundary map revised as per Map Number: 48453C0285 E
 Zone: X Dated: JUNE 16, 1993

[Signature]
 Thomas P. Dixon R.P.L.S. 4324





TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT 17

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

EASEMENT RELEASE APPLICATION

Date: 04.25.13

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

Property Address: 2403 INDIAN CREEK & 2410 GUANAH PARKER

Legal Description: L16212 & B13 SEQUOIA
APACHE SUBS SE 1/4 N 03 AMD

A plat drawing with the easement highlighted must accompany this application.

Applicant Name: CINDY GRAY

Address: 9304 CASTLEWOOD DR.

Reason for Request : WE ARE PURCHASING TWO LOTS AND WOULD LIKE TO BE ABLE TO POSSIBLY BUILD OVER THE EASEMENT

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 4-25-13
Signature Date

Reviewer: Henry Marley

Deborah S Gernes
Signature Date

Printed Name: Deborah S. Gernes

General Manager

Title

Please return this completed form to:

Phone: _____

Fax: _____

Email: _____

Name: _____

Address: _____

City/State/Zip: _____

03.26.13

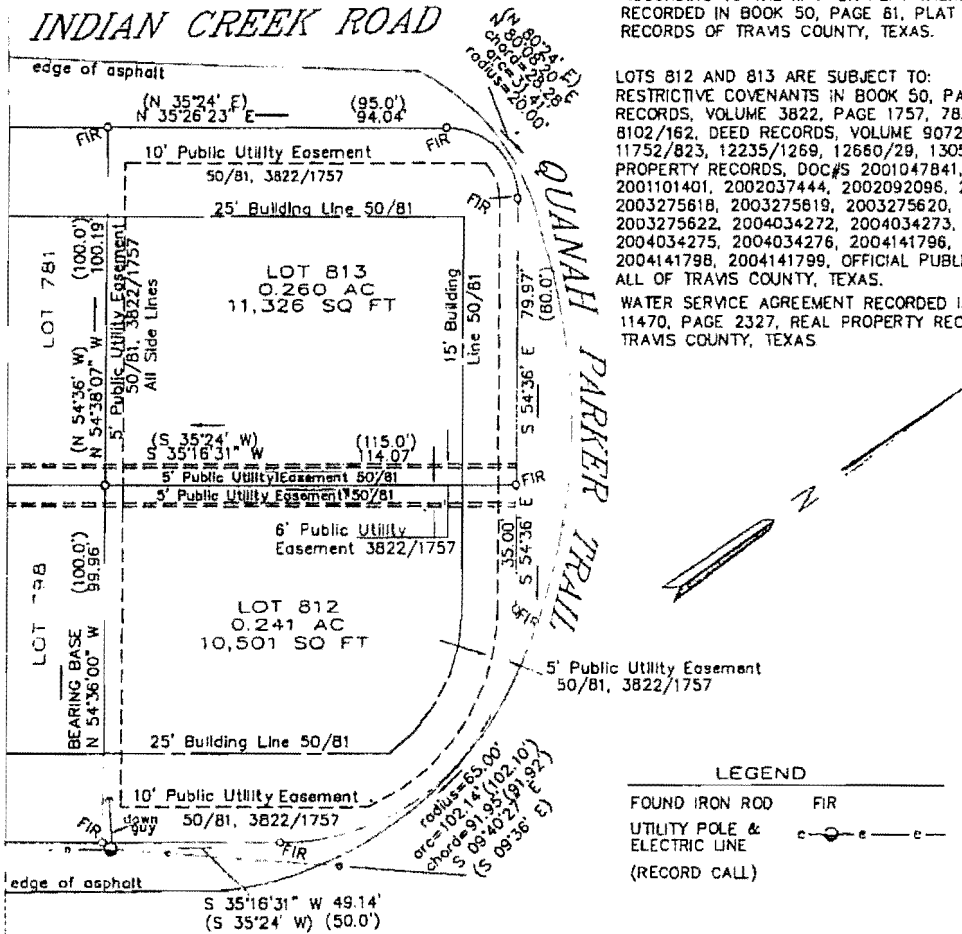
COPY

Waterloo Surveyors Inc.
SURVEY PLAT

J10519

OWNER:
ALI MAKIYA
ADDRESS:
LOT 813, 2403 INDIAN CREEK DRIVE
LOT 812, 2410 QUANAH PARKER TRAIL

LEGAL DESCRIPTION:
LOTS 812 AND 813, OF AMENDED PLAT OF
APACHE SHORES, SECTION NO. 3, A
SUBDIVISION IN TRAVIS COUNTY, TEXAS,
ACCORDING TO THE MAP OR PLAT THEREOF
RECORDED IN BOOK 50, PAGE 81, PLAT
RECORDS OF TRAVIS COUNTY, TEXAS.



LOTS 812 AND 813 ARE SUBJECT TO:
RESTRICTIVE COVENANTS IN BOOK 50, PAGE 81, PLAT
RECORDS, VOLUME 3822, PAGE 1757, 7831/147, AND
8102/162, DEED RECORDS, VOLUME 9072, PAGE 273,
11752/823, 12235/1259, 12660/29, 13052/8, REAL
PROPERTY RECORDS, DOC#S 2001047841, 2001101400,
2001101401, 2002037444, 2002092096, 2003087784,
2003275618, 2003275619, 2003275620, 2003275621,
2003275622, 2004034272, 2004034273, 2004034274,
2004034275, 2004034276, 2004141796, 2004141797,
2004141798, 2004141799, OFFICIAL PUBLIC RECORDS,
ALL OF TRAVIS COUNTY, TEXAS.
WATER SERVICE AGREEMENT RECORDED IN VOLUME
11470, PAGE 2327, REAL PROPERTY RECORDS,
TRAVIS COUNTY, TEXAS

LEGEND

FOUND IRON ROD	FIR
UTILITY POLE & ELECTRIC LINE	e—o—e—e—e—
(RECORD CALL)	

QUANAH PARKER TRAIL

"THIS SURVEY WAS PERFORMED FOR AND
CERTIFIED TO THE LIEN HOLDERS AND/OR
THE OWNERS OF THE PREMISES SURVEYED
AND TO STEWART TITLE GUARANTY
COMPANY AS PER GF NO. 4100040."

State of Texas:
County of Travis:

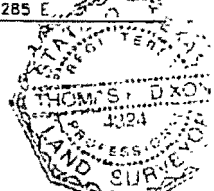
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Specifications for a Category 1A Survey.

Dated this the 12TH day of OCTOBER, 2004

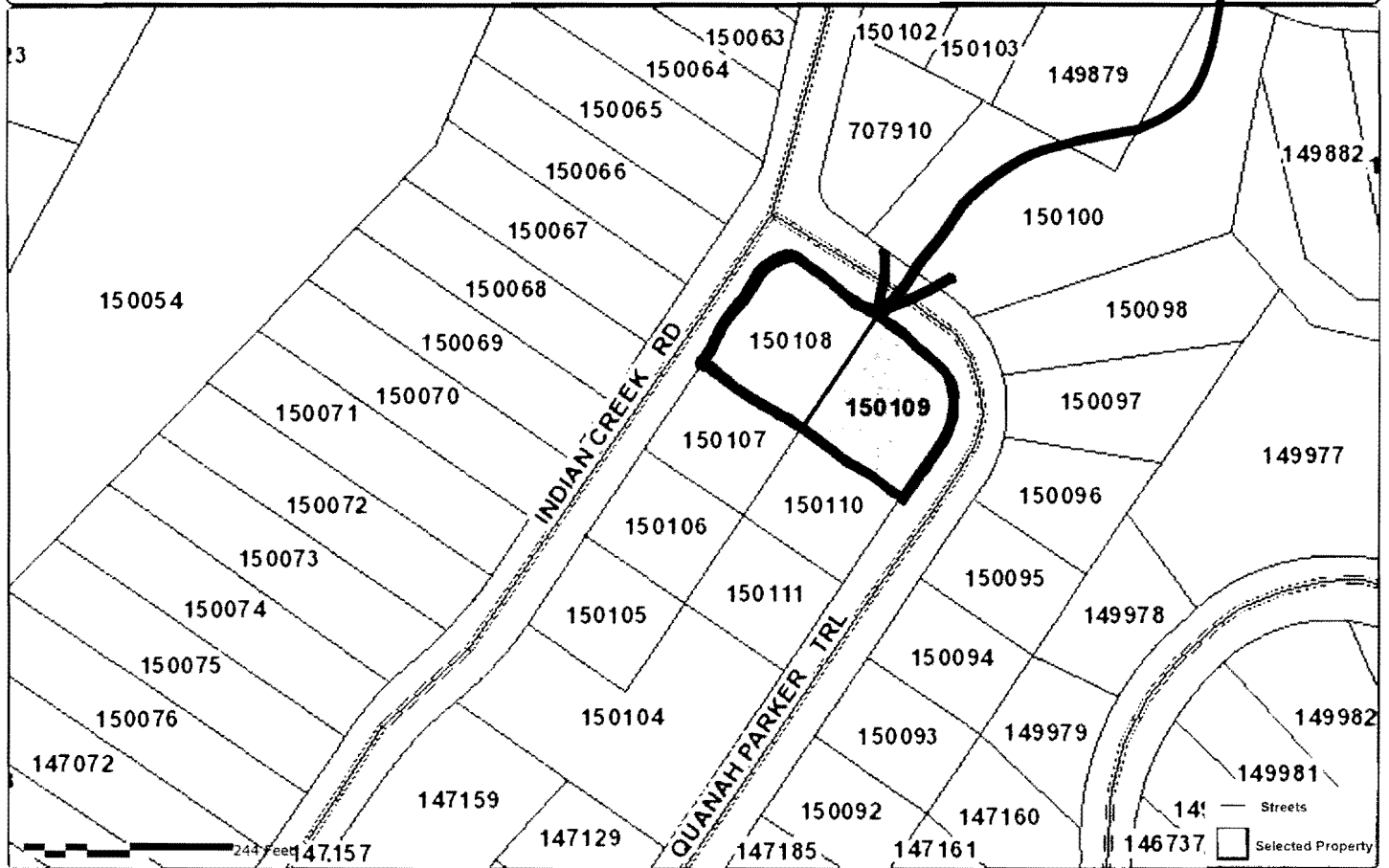
And I certify that the property shown hereon IS NOT within a special flood
hazard area as identified by the Federal Insurance Adm. Department of HUD Flood
hazard boundary map revised as per Map Number 48453C0285 E
Zone: X Dated: JUNE 16, 1993

Thomas P. Dixon
Thomas P. Dixon R.P.L.S. 4324



Site

Travis CAD - Map of Property ID 150109 for Year 2013



Property Details

Account

Property ID: 150109
 Geo ID: 0147600707
 Type: Real

Legal Description: LOT 812 APACHE SHORES SEC 3 AMENDED

Location

Situs Address: 2410 QUANAH PARKER TRL TX 78734
 Neighborhood: R4110 APACHE SHORES
 Mapsco: 490Q
 Jurisdictions: 0A, 03, 07, 2J, 52

Owner

Owner Name: GRAY CYNTHIA L &
 Mailing Address: JAMES M WASHBURN, 9304 CASTLEWOOD DR, AUSTIN, TX 78748

Property

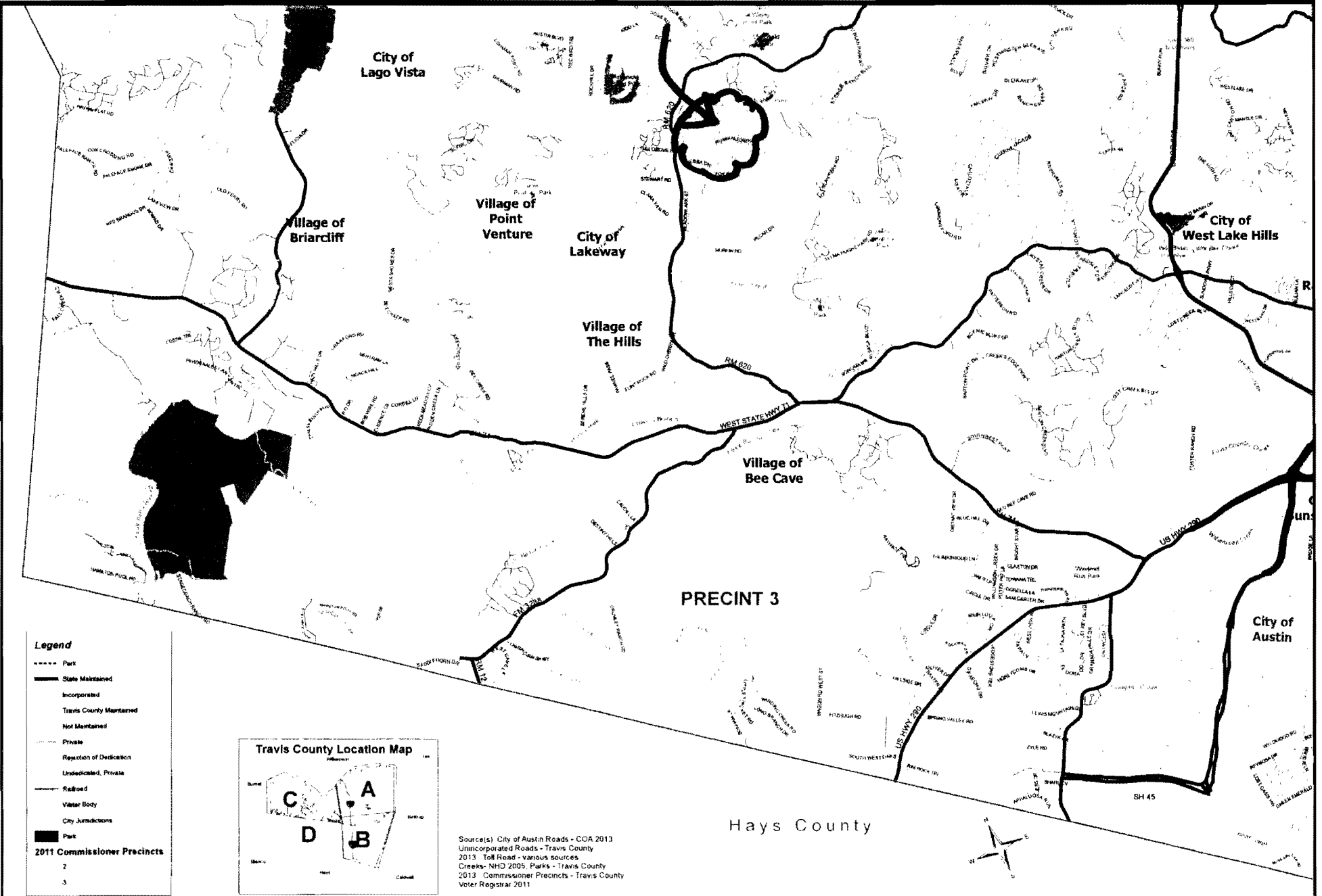
Appraised Value: \$23,000.00

<http://propaccess.traviscad.org/Map/View/Map/1/150109/2013>

powered by
PropertyACCESS
www.propaccess.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



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 approximate relative location of property boundaries. Travis County has produced this product for reference purposes only and offers no warranties for the product's accuracy or completeness.

Travis County Roadways, Map D

0 0.9
Miles



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



Travis County Commissioners Court Agenda Request Northwest Travis County Road District No. 3

Meeting Date: July 30, 2013

Prepared By/Phone Number: Robert Resnick, Commissioners Court Specialist, 512-854-4722

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

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: Approve the Northwest Travis County Road District No. 3 (Golden Triangle) Minutes for the Voting Session of June 25, 2013.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

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



Minutes for the Northwest Travis County Road District No. 3 (Golden Triangle) Tuesday, June 25, 2013 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Meeting called to order on June 25, 2013, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Absent
Bruce Todd	Precinct 2, Commissioner	Present
Gerald Daugherty	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

1. Approve payment of claims and authorize County Treasurer to invest Road District funds.

MOTION: Pay the claims and make the investments in Item 1, if there are any.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSENT: Ron Davis

2. Approve the Northwest Travis County Road District No. 3 (Golden Triangle) minutes for the voting sessions of June 4, 11, & 18, 2013.

MOTION: Approve the minutes in Item 2.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Gerald Daugherty, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSENT: Ron Davis

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Travis County Commissioners Court Agenda Request TRAVIS COUNTY HOUSING FINANCE CORPORATION

Meeting Date: July 30, 2013

Prepared By/Phone Number: Andrea Shields, Manager/854-9116

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget/854-9106

Commissioners Court Sponsor: Samuel T. Biscoe, President

AGENDA LANGUAGE:

Consider and take appropriate action to approve a release of the Tax Regulatory and Deed Restrictions Agreement for Barcelona Apartments, formerly known as Townhouse Apartments, located at 2101 Elmont Drive, Austin, Travis County, Texas.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached.

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

SNEED, VINE & PERRY
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
ESTABLISHED 1926

900 CONGRESS AVENUE, SUITE 300
AUSTIN, TEXAS 78701

TELEPHONE (512) 476-6955

FACSIMILE (512) 476-1825

Writer's Direct Dial:
(512) 494-3156

Writer's e-mail address:
sgramlich@sneedvine.com

July 19, 2013

VIA EMAIL

Mr. Cliff Blount
Naman, Howell, Smith & Lee, PLLC
8310 Capital of Texas Highway North, Suite 490
Austin, Texas 78731

Re: Tax Regulatory and Deed Restrictions Agreement ("Tax Regulatory Agreement"), dated June 1, 1998, by and among Travis County Housing Finance Corporation, Bank One, Texas, N.A., as Trustee and Texas Reinvestment Corporation, a Texas nonprofit corporation, recorded in Volume 13213, Page 45 of the Official Public Records of Travis County, Texas

Dear Cliff:

Our firm represents F&B Capital, LLC ("F&B"). F&B is the Buyer under a Real Estate Sales Contract (as amended, the "Contract") dated effective June 11, 2013, by and between Pro Rata Acquisitions, Ltd., as Seller, and F&B, as Buyer, for the purchase and sale of the Barcelona Apartments, located at 2101 Elmton Drive, Austin, Texas (the "Property"). The closing of the sale of the Property is scheduled for July 31, 2013 ("Closing Date").

Title to the Property is currently encumbered by the Tax Regulatory Agreement. As a condition to Closing, F&B must obtain a termination of the Tax Regulatory Agreement, executed by Travis County Housing Finance Corporation ("TCHFC") and filed of record with the Travis County Clerk. Please submit a request to the Board of Directors of TCHFC to approve the termination of the Tax Regulatory Agreement.

Thank you for your assistance. If you have any questions regarding the foregoing, please do not hesitate to contact my office.

~~Mr. Cliff Blount~~

July 19, 2013

Page 2

Sincerely,



Sharon S. Gramlich

cc: John H. Bucy II (john@johnbucy.com)
Matt Pohl (mpohl@arausa.com)
John A. Hay III (johnhay@haycompere.com)
Jason Berkowitz (jason.berkowitz@fandbcapital.com)
Hanford Farrell III (hank.farrell@fandbcapital.com)
Allyson Beasley (allyson.beasley@fandbcapital.com)

RELEASE AND TERMINATION OF
TAX REGULATORY AND DEED RESTRICTIONS AGREEMENT

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

Travis County Housing Finance Corporation, Bank One, Texas, N.A., as Trustee and Texas Reinvestment Corporation, a Texas nonprofit corporation, executed and recorded a Tax Regulatory and Deed Restrictions Agreement ("Tax Regulatory Agreement") recorded in Volume 13213, Page 45 of the Official Public Records of Travis County, Texas, upon and against the property described as the Project in the Tax Regulatory Agreement (the "Property"). The Property includes, but is not limited to, Lot 1-A, TOWNHOUSE SUBDIVISION, according to the map or plat thereof recorded in Volume 43, Page 48 of the Plat Records of Travis County, Texas, and known locally as 2101 Elmont Drive, Austin, Travis County, Texas.

For good and valuable consideration, the receipt of which is hereby acknowledged and confessed, the undersigned hereby RELEASES, RELINQUISHES and DISCHARGES the Property from the Tax Regulatory Agreement and acknowledges that the Tax Regulatory Agreement has terminated for all purposes.

(remainder of page intentionally omitted; signature page to follow)

EXECUTED this the _____ day of _____, 2013.

Travis County Housing Finance Corporation

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS }
 }
COUNTY OF TRAVIS }

This instrument was acknowledged before me on the _____ day of _____, 2013, by _____, _____ of Travis County Housing Finance Corporation, on behalf of said corporation.

(Notary Seal)

Notary Public in and for the State of Texas



Travis County Commissioners Court Agenda Request
TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION

Meeting Date: July 30, 2013

Prepared By/Phone Number: Andrea Shields, Corporations Manager/854-9116

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget/854-9106

Commissioners Court Sponsor: Samuel T. Biscoe, President

AGENDA LANGUAGE: Consider and take appropriate action to approve an invoice totaling \$115.32 from Naman Howell Smith & Lee for legal services provided to the Corporation.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: The attached invoice in the amount of \$115.32 represents two charges: \$40.32 for the creation of a corporate seal which is required on bond documents and \$75.00 for other work related to the Wayside Charter School bond issue.

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.

TRAVIS COUNTY - FMD
RECEIVED

JUL 15 2013

8310 N. Capital of Texas Hwy.
Suite 490
Austin, Texas 78731
(512) 479-0300

306 West 7th St.
Suite 405
Fort Worth, Texas 76102
(817) 509-2025

RECEIVED
13 JUL 15 PM 3:20
TRAVIS COUNTY
PLANNING & BUDGET OFFICE
NAMAN HOWELL
SMITH & LEE PLLC
ATTORNEYS AT LAW



INITIAL

10001 Reunion Place
Suite 600
San Antonio, Texas 78216
(210) 731-6300

400 Austin Avenue, Suite 800
P O Box 1470
Waco, Texas 76703-1470
(254) 755-4100

Travis County Cultural Education Facilities Finance
700 Lavaca, #1560
Austin, TX 78701

Invoice 353713
July 9, 2013

ID: 28103-0500 - WCB
Re: General

For Services Rendered Through 6/30/2013

Balance Forward		75.00
Current Disbursements	40.32	
Total Current Charges		40.32
**** TOTAL DUE - PLEASE PAY THIS AMOUNT ****		115.32

PLEASE RETURN THIS PAGE WITH
PAYMENT TO:
Naman, Howell, Smith & Lee PLLC
8310 N. Capital of Texas Hwy., Suite 490
Austin, Texas 78731

'LEGAL AND CONFIDENTIAL'

ATTORNEY - CLIENT AND ATTORNEY WORK PRODUCT PRIVILEGED
SEE REVERSE SIDE FOR IMPORTANT BILLING INFORMATION

BILLING INQUIRIES: BILLING@NAMANHOWELL.COM
IRS NO. 74-2004800

RECEIVED

13 JUL 15 PM 3:28



TRAVIS COUNTY
PLANNING & BUDGET OFFICE
**NAMAN HOWELL
SMITH & LEE**

Travis County Cultural Education Facilities Finance
Re: General
I.D. 28103-0500 - WCB

July 9, 2013
Invoice 353713
Page 2

Disbursements

Date	Description	Amount
1/7/2013	Other Expense ;Corporate Seal;Liberty Legal	40.32
Total Disbursements		40.32
