


Travis County Commissioners Court Agenda Request

Meeting Date: August 13, 2013

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

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

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

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action on a request to use an Alternative Fiscal Agreement for Sweetwater Ranch Section Two, Village F3 – Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

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

STAFF RECOMMENDATIONS:

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

ISSUES AND OPPORTUNITIES:

Under Alternative Fiscal the County Executive of TNR holds the plat in abeyance and, upon completion of the items listed below, the Division Director of Development Services and Long Rang 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 cash using a letter of credit in the amount of \$110,354.00.

Access to Publicly Maintained Road

Sweetwater Section Two, Village F3 takes access from Village F1. Both are considered private street subdivisions.

Waste Water Service

Wastewater service for this subdivision will be provided by the Lazy Nine Municipal Utility District 1D.

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 #12-0483. The estimated cost of the improvements is \$347,162.50. This amount includes all costs related to the construction of all streets and drainage facilities (including temporary erosion controls and all structures contributing to the total detention).

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

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

ATTACHMENTS/EXHIBITS:

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

REQUIRED AUTHORIZATIONS:

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

CC:

Stacey Scheffel	Program Manager	TNR - Permits	854-7565

SM:AB:ps

1101 - Development Services Long Range Planning - Sweetwater Section Two, Village F3

§ EXHIBIT 82.401 (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 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 _____ day of _____, 20__.

OWNER: WS-COS Development, LLC

Address: 52 Mason Street

By: *J. Robert Long*

Greenwich, CT, 06830

Name: J. Robert Long

Phone: 203.413.7700

Title: Authorized Signatory
Authorized Representative

Fax: 203.413.7702

TRAVIS COUNTY, TEXAS:

By: _____
County Judge

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 13 day of MARCH, 2012 by J. Robert Long in the capacity stated herein.

B L Pedersen
Notary Public in and for the State of Texas

My Commission Expires: 7/24/15

B L PEDERSEN
Printed or typed name of notary

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

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

Notary Public in and for the State of Texas

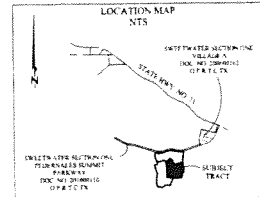
Printed or typed name of notary

My commission expires: _____

SAMPLE EXHIBIT "A" OR FIELD NOTES

EXHIBIT "A"

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



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.

Delta Survey Group Inc.
8213 Brodie Lane Ste. 102 Austin, TX 78745
office (512) 282-5200 fax (512) 282-5230

**SWEETWATER RANCH
SECTION TWO
VILLAGE F 3**

SHEET
1
OF
4

STATE OF TEXAS
COUNTY OF TRAVIS
KNOW ALL MEN BY THESE PRESENTS THAT W&COS DEVELOPMENT, L.L.C. ACTING HEREIN AND THROUGH MICHAEL L. RAFFERTY, AUTHORIZED SIGNATORY OWNER OF 1379.351 ACRES REMAINDER OF LAND LOCATED IN THE W. A. BARLOW SURVEY NO. 88 IN TRAVIS COUNTY, TEXAS, DESCRIBED BY DEED OF RECORD IN DOCUMENT NO. 20110294 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, THE UNDERSIGNED OWNER HEREBY SUBDIVIDES WITH THIS PLAT TO BE KNOWN AS SWEETWATER RANCH SECTION TWO, VILLAGE F 3 SUBDIVISION, SUBJECT TO THE COVENANTS AND RESTRICTIONS SHOWN HEREON, AND HEREBY DESIGNATES TO THE OWNER OF THE LOTS IN THE SUBDIVISION, PUBLIC UTILITIES SERVING THE SUBDIVISION, EMERGENCY SERVICES PROVIDERS WITH JURISDICTION, AND PUBLIC SERVICES AGENCIES, THE USE OF ALL THE PRIVATE STREET AND OTHER EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETO FURNISHED AND NOT RELEASED, THE MAINTENANCE AND PAYMENT OF REAL PROPERTY TAXES ON SUCH PRIVATE STREETS ARE THE RESPONSIBILITY OF THE OWNERS OF THE SUBDIVISION OR ANY DULY CONSTITUTED HOMEOWNERS ASSOCIATION UNDER THAT CERTAIN INSTRUMENT OF RECORD AT DOCUMENT NUMBER 20090762 OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AN EXPRESS EASEMENT IS HEREBY GRANTED ACROSS SAID PRIVATE STREETS AND ANY COMMON AREAS FOR THE USE OF THE SURFACE FOR ALL GOVERNMENTAL FUNCTIONS, VEHICULAR AND NONVEHICULAR, INCLUDING FIRE AND POLICE PROTECTION, SIDE AND OTHER WASTE MATERIAL PICKUP AND ANY OTHER PURPOSE ANY GOVERNMENTAL AUTHORITY DEEMS NECESSARY, AND OWNER FURTHER AGREES THAT ALL GOVERNMENTAL ENTITIES, THEIR AGENTS OR EMPLOYEES, SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGE OCCURRING TO THE SURFACE OF THE SAID PRIVATE STREET AND ANY COMMON AREA AS A RESULT OF ANY SUCH USE BY GOVERNMENTAL ENTITIES. ALL PRIVATE STREETS SHOWN HEREON ARE LEAF AND DAYCOURT PAVEMENT ROAD AND ANY SECURITY GATES OR DEVICES CONTROLLING ACCESS TO SUCH STREETS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION OF THIS SUBDIVISION.

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

BY: MICHAEL L. RAFFERTY, AUTHORIZED SIGNATORY
W&COS DEVELOPMENT, L.L.C.
52 MARSHLET
GREENWICH, CT 06040

STATE OF TEXAS
COUNTY OF TRAVIS
BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED MICHAEL L. RAFFERTY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES _____, 201____ A.D.

NO PORTION OF THIS SUBDIVISION LIES WITHIN THE DESIGNATED 100 YEAR FLOOD PLAIN AS DEFINED BY F.F.M.A. MAP 4841K0410H DATED SEPTEMBER 28, 2008.

I, RICHARD J. WHEELER, JR., 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.

RICHARD J. WHEELER, JR., P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 48013
MALLON WHEELER, INC.
7900 RIALTO BLVD. BLDG. 1, SUITE 340
AUSTIN, TEXAS 78751

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

I, JOHN C. NIELSEN, 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 ACTUAL SURVEY OF THE PROPERTY MADE ON THE ORIGINAL INSTRUMENT OF DIVISION.

7-7-13
DATE
JOHN C. NIELSEN
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 4541 STATE OF TEXAS
DELTA SURVEY GROUP INC.
8213 BRODIE LANE, STE. 102
AUSTIN, TEXAS 78745

THIS SUBDIVISION IS NOT LOCATED IN THE CITY OF AUSTIN'S JURISDICTION
CITY OF AUSTIN
PLANNING & DEVELOPMENT REVIEW DEPARTMENT

IN APPROVING THIS PLAT, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS ASSUMES NO OBLIGATION TO BUILD STREETS, ROADS, AND OTHER PUBLIC THROUGH AREAS SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH. THE BEING ONE OF ALL STREETS, ROADS, OR OTHER PUBLIC THROUGH AREAS SHOWN ON THIS PLAT AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THROUGH AREAS ARE IN CONNECTION THEREWITH IS THE RESPONSIBILITY OF THE OWNER AND 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 OWNERS 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 LOCAL SECURITY PLATED TO STRUCTURE PRIVATE IMPROVEMENTS TO RECEIVE THIS OBLIGATION. THE OWNERS MUST POST BOND TO THE COUNTY ON THE ESTIMATED COST OF THE IMPROVEMENTS. THE OWNER'S OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO THE COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH OBLIGATION 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 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 OTHER TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMIT, STOP SIGNS, AND YIELD SIGNS, WHICH IS CONSIDERED TO BE PART OF THE DEVELOPER'S OBLIGATION.

STATE OF TEXAS
COUNTY OF TRAVIS
I, DANA DEBEAUVOUR, 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 DEBEAUVOUR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

DUPLET

STATE OF TEXAS
COUNTY OF TRAVIS
I, DANA DEBEAUVOUR, 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. PLAT RECEIPTS 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 DEBEAUVOUR, COUNTY CLERK,
TRAVIS COUNTY, TEXAS

DEPTV

Delta Survey Group Inc.
8213 Brodie Lane Ste. 102 Austin, TX 78745
office (512) 282-5200 fax (512) 282-5230

**SWEETWATER RANCH
SECTION TWO
VILLAGE F 3**

SHEET
2
OF
4

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

Date: 3/13/2012

Owner's Name and Address: WS-COS Development, LLC
52 Mason Street
Greenwich, CT 06830

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

Sweetwater Section Two Village F3

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

Executed and effective as of the date set forth below.

Owner: WS-COS Development, LLC
By: [Signature]
Name: J. Robert Long
Title: Authorized Signatory
Authorized Representative

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 13 day of MARCH,
2012 by J. Robert Long 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]

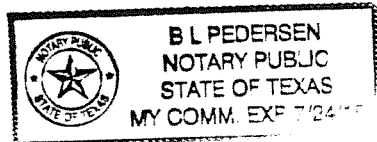
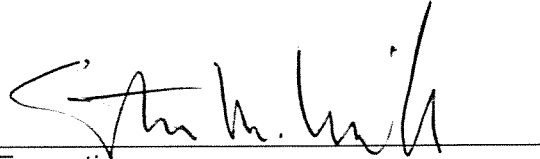


EXHIBIT 82.201(C)
EXTENSION OF SIXTY DAY PERIOD – PAGE 2 OF 2

Travis County

By:



County Executive

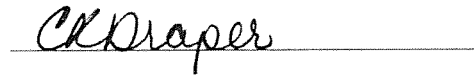
Travis County Transportation and Natural Resources Department

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

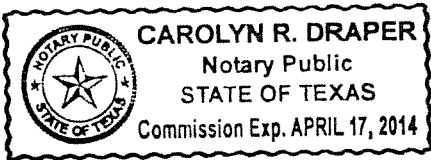
This instrument was acknowledged before me on the 2nd day of August,
2013 by Steven M Manilla, P.E., County Executive of Travis County, Texas known to me
personally or on the basis of an approved form of identification, in the capacity stated.

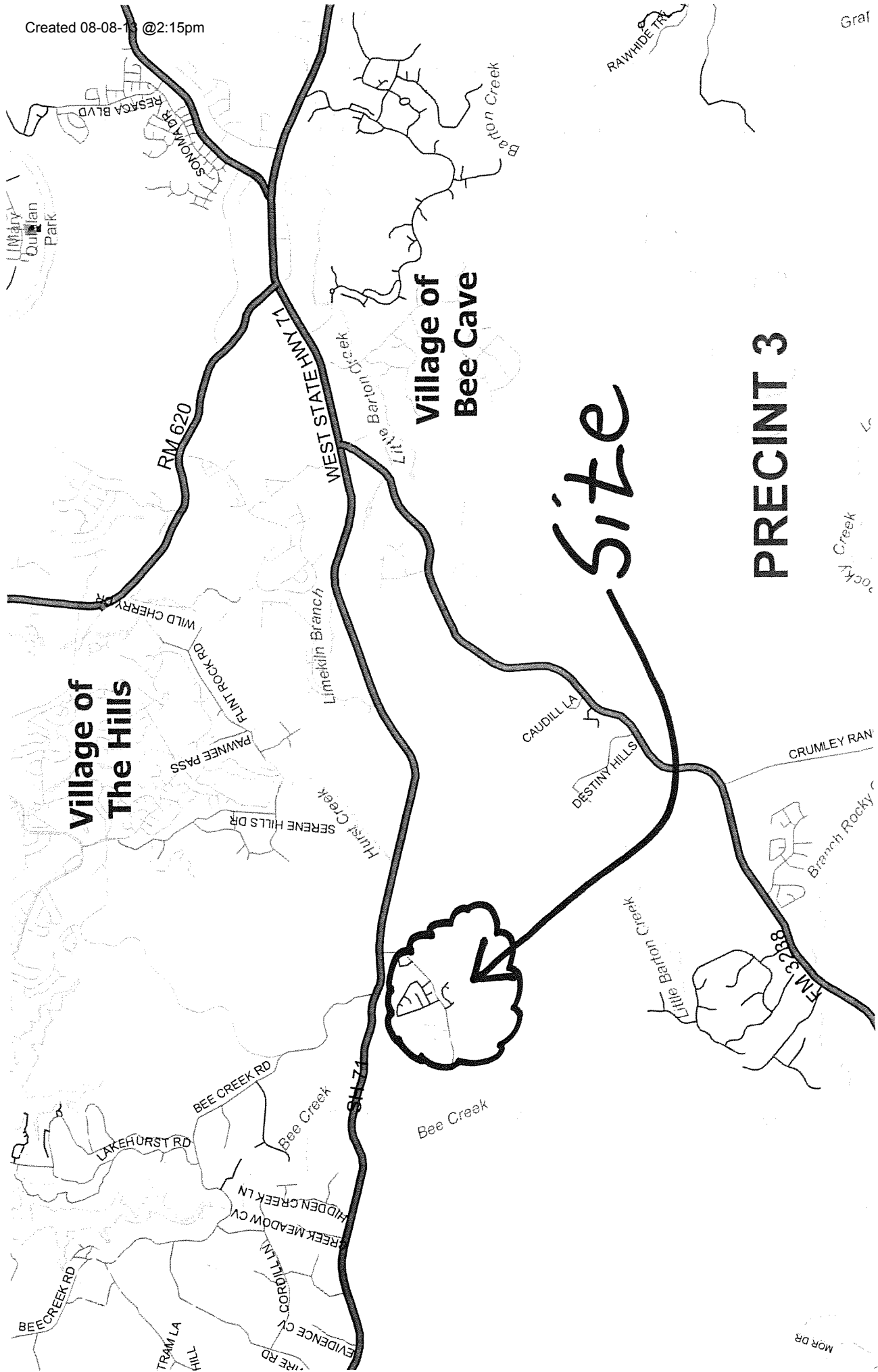
Notary Public, State of Texas



Carolyn R. Draper
(Printed Name of Notary)

My Commission Expires:



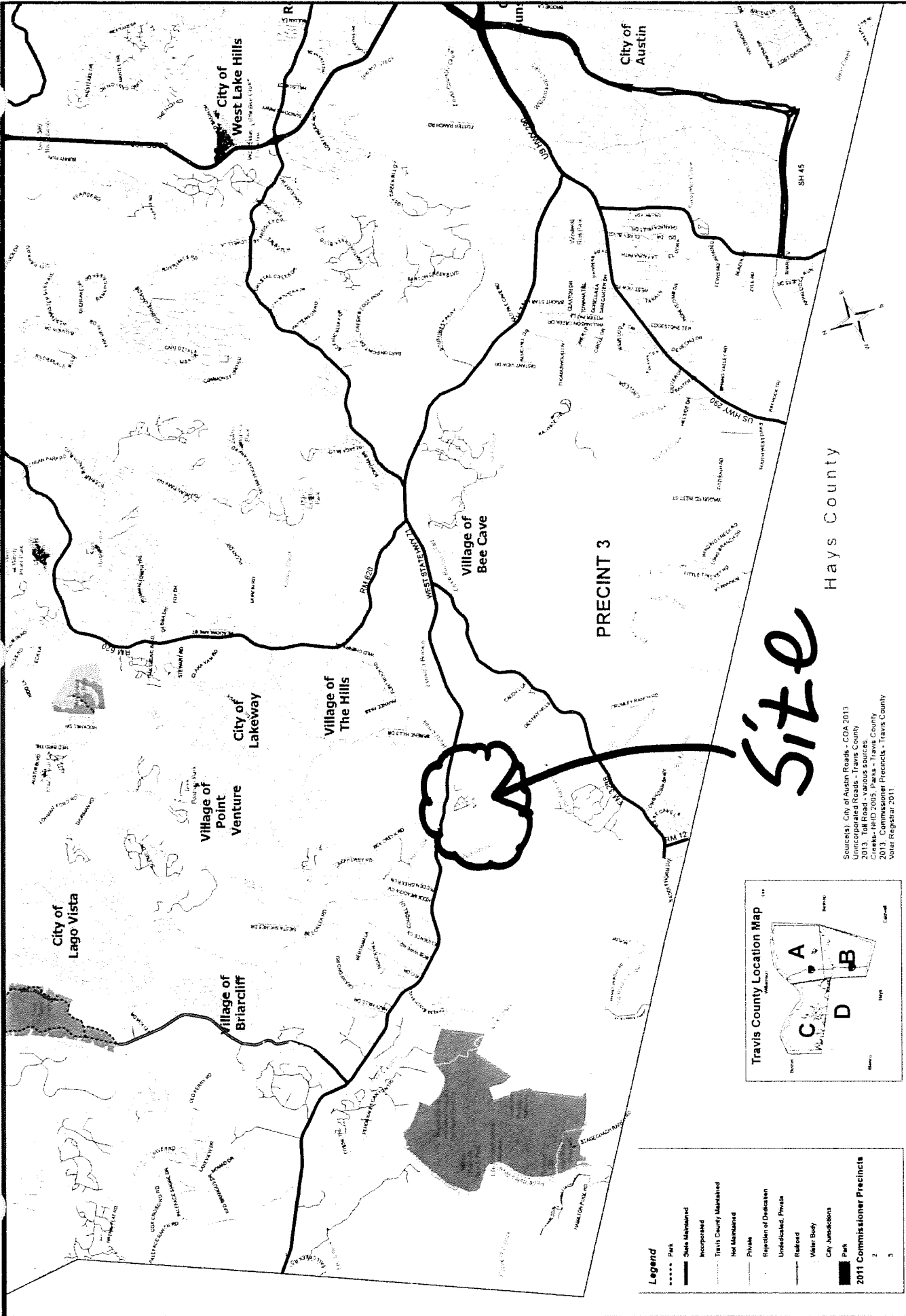


Site

PRECINCT 3

Village of The Hills

Village of Bee Cave



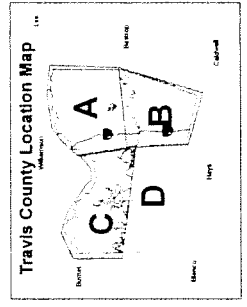
Map Prepared by Travis County
 Dept. of Transportation & Natural Resources
 Date: 3/2/2013



Travis County Roadways, Map D

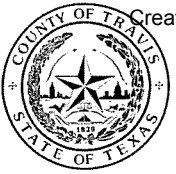
Site

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



Legend	
.....	Park
-----	State Maintained
-----	Incorporated
-----	Travis County Maintained
-----	Not Maintained
-----	Phreak
-----	Reflection of Deletions
-----	Undeveloped, Private
-----	Railroad
-----	Water Body
-----	City Junctions
-----	Park
2011 Commissioner Precincts	
-----	1
-----	2
-----	3

This product is informational purposes and may not have been prepared for or be suitable for legal, engineering or surveying purposes. It does not represent an on-the-ground survey and represents only the information available to the County at the time of publication. The County makes no warranty for reference purposes only and offers no warranties for the product's accuracy or completeness.



Travis County Commissioners Court Agenda Request

Meeting Date: August 13, 2013

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

Division Director/Manager: Stacey Scheffel, Permit Program Manager

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

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE: Receive update regarding the satisfactory completion of construction of the joint use access easement in the re-subdivision of Lot 9, Block A, Angelwylde, Section Three - a subdivision in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

This subdivision was recorded on October 25, 2011. All items required for Approval of Construction have been received, including the documents showing that this subdivision is added to the Declaration of Covenants, Conditions, and Restrictions (DCCRs), as recorded at Document 2011157595 in the Official Public Records of Travis County, Texas. These DCCRs show that there is a body in place to take over maintenance of the joint use access easement.

STAFF RECOMMENDATIONS:

According to Standards for Construction of Streets and Drainage in Subdivisions [§82.401(c)(2)] adopted by Travis County Commissioners Court August 28, 1997, the Executive Manager will notify the Commissioners Court of the satisfactory construction of private improvements. Upon approval of the private improvements (aka, joint use access easement), the Executive Manager will release the security for the private improvements. TNR recommends approval of this item.

ISSUES AND OPPORTUNITIES:

After this is approved, the developer can request the release of the balance of the fiscal which he posted.

FISCAL IMPACT AND SOURCE OF FUNDING:

None

ATTACHMENTS/EXHIBITS:

Construction acceptance
Requirements
Joint Use Access and

Public Utility Easement Document
Certificate of Incorporation
Maps

REQUIRED AUTHORIZATIONS:

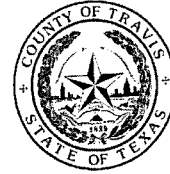
Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Anna Bowlin	Division Director	Development Services	(512) 854-7561

CC:

Johnny Anglin	Inspector	TNR	(512) 266-3314

SM:SS:ps

1101 - Development Services Long Range Planning - Re-subdivision of Lot 9, Block A, Angelwylde, Section Three



TRANSPORTATION AND NATURAL RESOURCES

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

700 Lavaca Street
Travis County Administration Building
P.O. Box 1748
Austin, Texas 78767
tel 512-854-9383
fax 512-854-4649

**APPROVAL OF CONSTRUCTION AND RECOMMENDATION FOR FISCAL
RELEASE – JOINT USE DRIVEWAY**

DATE: July 25, 2013

TO:	<u>Developer</u>	<u>Engineer</u>
	Angelwylde Eight Joint Venture 11701 Bee Caves Rd, Ste 230 Austin, TX 78738	LOC Consultants, LLP 1000 E Cesar Chavez St. Austin, TX 78702-4208


SUBJECT: Angelwylde Section 3, Re-subdivision of Lot 9, Block A

Effective this date, streets and/or drainage construction within this subdivision, appear to be in conformance with the Permitted Construction Documents. The streets of this subdivision will not be accepted for maintenance by Travis County but will be released to the homeowners association for maintenance.

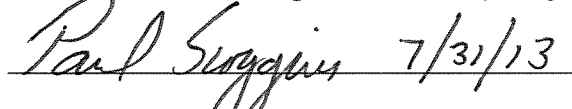
The County Executive of Transportation and Natural Resources Department will notify the Commissioners Court of the satisfactory completion of the private streets. Upon approval of the private improvements, the County Executive will fully release the security for the private improvements.

OTHER REMARKS:

See attached "Requirements for Approval of Construction" - Received

BY:  7-25-13

TNR Construction Inspector – Johnny Anglin

 7/31/13

TNR Engineering Specialist – Paul Scoggins

1102 Fiscal File
1105 Subdivision File



TRANSPORTATION AND NATURAL RESOURCES

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

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

RE-SUBDIVISION OF LOT 9, BLOCK A, ANGELWYLDE SECTION THREE REQUIREMENTS FOR APPROVAL OF CONSTRUCTION JOINT USE DRIVEWAY SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997

- 2/22/12 1. Professional Engineer's certification of quantities of work completed (Engineer's Concurrence Letter) § 82.401(c)(1)(A) § 82.604(c)(2).
- NA 2. **If applicable**, Construction Summary Report § 82.604(c)(1).
- 2/22/12 3. Contractor's invoice or receipt of payment for work completed § 82.401(c)(1)(B).
- Rev'd 4. Reproducible Plans, certified as "**Record Drawings**", by the Owner's Consulting Engineer § 82.604(c)(3).
- NA 5. **If applicable**, a copy of the Conditional Letter of Map Amendment or Revision from FEMA and the completed application for a Letter of Map Amendment or Revision § 82.604(c)(5).
- 7/29/13 6. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds and common area sidewalks and traffic control devices shown on the approved traffic control plan) § 82.401(c)(1)(C).
- NA 7. Approval of other agencies - cities, **if in their ETJ**; Municipal or other Utility Districts.
- 3/2/12 *8. The Certificate of Incorporation of the Homeowners Association filed with the Texas Secretary of State, **if any**.
- 3/2/12 *9. A recorded copy of the Declaration of Covenants, Conditions, and Restrictions (AND/OR Declaration of Joint Use Access, Public Utility, and Drainage Easement), showing the responsibility of the property owners to maintain the streets and drainage.

* These two items are in lieu of warranty bond , sidewalk fiscal posting and ADA statement.



a
m

AMENDMENT OF DECLARATION OF JOINT USE ACCESS AND PUBLIC UTILITY EASEMENT

The Declaration of Joint Use Access and Public Utility Easement as recorded in Document Number 2011156094 of the Official Public Records of Travis County, Texas is hereby amended. The Exhibit A to the original Declaration of Joint Use Access and Public Utility Easement dated October 16, 2011 is hereby deleted in its entirety and is being replaced by the attached Exhibit A dated December 20, 2011. All other terms and conditions of the Declaration Of Joint Use Access And Public Utility Easement are to remain the same.

Executed this the 30 day of December, 2011.

Angelwyld Eight Joint Venture

By: Keith Schoenfelt
Keith Schoenfelt

By: Michael Craig
Michael Craig

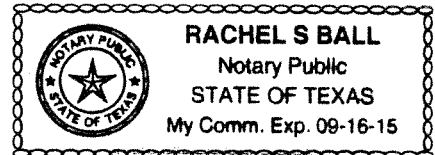
THE STATE OF TEXAS
COUNTY OF TRAVIS

Before me, the undersigned authority, a Notary Public for the State of Texas, on this day personally appeared Keith Schoenfelt, known to me to be the person whose name is subscribed to in the foregoing instrument of writing, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in capacity therein stated.

Given under my hand and seal of office, this the 30 day of December, 2011.

Rachel S Ball
Notary Public in and for the State of Texas

My Commission Expires: 09/16/2015



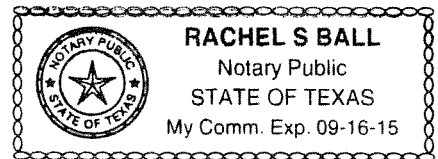
THE STATE OF TEXAS
COUNTY OF TRAVIS

Before me, the undersigned authority, a Notary Public for the State of Texas, on this day personally appeared Michael Craig, known to me to be the person whose name is subscribed to in the foregoing instrument of writing, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in capacity therein stated.

Given under my hand and seal of office, this the 30 day of December, 2011.

Rachel S Ball
Notary Public in and for the State of Texas

My Commission Expires: 09/16/2015



APPROVED:

[Signature]
County Executive of the Travis County
Transportation and Natural Resources Department

~~After Recording, Return to:~~

~~Dennis Wilson
Inter Office Mail
8th Floor EOB~~

Waterloo Surveyors Inc.

Office: 512-481-9602
Fax: 512-330-1621
Page 1 of 6

Thomas P. Dixon
R.P.L.S 4324
J12336PE

EXHIBIT "A"
December 20, 2011

**PUBLIC UTILITY AND JOINT ACCESS EASEMENT
OUT OF RESUBDIVISION OF LOT 9, BLOCK A
ANGELWYLDE SECTION THREE**

FIELD NOTES

1.9731 ACRE OF LAND MORE OR LESS, PUBLIC UTILITY AND JOINT ACCESS EASEMENT OUT OF AND PART OF RESUBDIVISION OF LOT 9, BLOCK A, ANGELWYLDE SECTION THREE, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NUMBER 201100170, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; FOR WHICH A MORE PARTICULAR DESCRIPTION BY METES AND BOUNDS IS AS FOLLOWS TOGETHER WITH A SKETCH ATTACHED HERETO AND MADE A PART HEREOF:

BEGINNING at an iron rod found with cap at the common most easterly, N.E. corner of Lot A, a private street, public utility easement and drainage easement called Angelwilde Drive, same being at the most westerly, N.W. corner of RESUBDIVISION OF LOT 9, BLOCK A, ANGELWYLDE SECTION THREE, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document Number 201100170 of the Official Public Records of Travis County, Texas, for the most westerly, N.W. corner of this 1.9731 acre Public Utility and Joint Access Easement;

THENCE the following two (2) courses and distances along the common northerly line of RESUBDIVISION OF LOT 9, BLOCK A, ANGELWYLDE SECTION THREE:

1. N88°43'57"E for a distance of 15.34 feet to a 1/2" iron rod found;
2. N83°02'54"E for a distance of 47.90 feet to a 1/2" iron rod found;

THENCE the following forty-six (46) courses and distances crossing Lot 9 along the exterior perimeter of this PUBLIC UTILITY AND JOINT ACCESS EASEMENT:

1. N85°02'40"E for a distance of 125.89 feet to the point of curvature of a curve curving to the left with a radius of 12.50 feet;
2. 17.57 feet along the arc of said curve curving to the left with a chord which bears N44°47'01"E for a distance of 16.16 feet to the point of tangency of said curve;
3. N04°31'23"E for a distance of 28.36 feet to an angle point;
4. S85°28'37"E for a distance of 50.00 feet to an angle point;
5. S04°31'23"W for a distance of 16.32 feet to the point of a curve curving to the left with a radius of 12.50 feet;
6. 23.32 feet along the arc of said curve curving to the left with a chord which bears S48°55'34"E for a distance of 20.08 feet to a compound curve curving to the left with a radius of 274.99 feet;
7. 124.27 feet along the arc of said curve curving to the left with a chord which bears N65°10'04"E for a distance of 123.22 feet to the point of tangency of said curve;

P.O. Box 160176
Austin, Texas 78716-0176

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Page 2 of 6

Thomas P. Dixon
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J12336PE

EXHIBIT "A"
December 20, 2011

**PUBLIC UTILITY AND JOINT ACCESS EASEMENT
OUT OF RESUBDIVISION OF LOT 9, BLOCK A
ANGELWYLDE SECTION THREE**

FIELD NOTES

8. N52°13'19"E for a distance of 93.59 feet to the point of curvature of a curve curving to the left with a radius of 975.00 feet;
9. 146.66 feet along the arc of said curve curving to the left with a chord which bears N47°54'46"E for a distance of 146.52 feet to the point of a compound curve curving to the left with a radius of 25.00 feet;
10. 24.32 feet along the arc of said curve curving to the left with a chord which bears N15°43'50"E for a distance of 23.38 feet to the point of a reverse curve curving to the right with a radius of 60.00 feet;
11. 217.79 feet along the arc of said curve curving to the right with a chord which bears S88°09'13"E for a distance of 116.44 feet to the point of a reverse curve curving to the left with a radius of 25.00 feet;
12. 23.78 feet along the arc of said curve curving to the left with a chord which bears S11°25'07"E for a distance of 22.90 feet to the point of tangency of said curve;
12. S38°40'22"E for a distance of 5.81 feet to the point of curvature of a curve curving to the right with a radius of 183.58 feet;
13. 59.81 feet along the arc of said curve curving to the right with a chord which bears S28°03'16"E for a distance of 59.54 feet to the point of tangency of said curve;
14. S18°28'41"E for a distance of 26.85 feet to the point of a curve curving to the left with a radius of 175.00 feet;
15. 73.29 feet along the arc of said curve curving to the left with a chord which bears S30°28'36"E for a distance of 72.76 feet to the point of a reverse curve curving to the right with a radius of 747.14 feet;
16. 142.98 feet along said curve with a chord which bears S38°54'32"E for a distance of 142.76 feet to the point of a reverse curve curving to the left with a radius of 119.74 feet;
17. 66.90 feet along the arc of said curve curving to the left with a chord which bears S48°08'41"E for a distance of 66.03 feet to the point of tangency of said curve;
18. S62°36'03"E for a distance of 36.83 feet to the point of curvature of a curve curving to the left with a radius of 225.19;
19. 51.87 feet along the arc of said curve having a chord which bears S63°31'08"E for a distance of 51.76 feet to the point of a reverse curve curving to the right with a radius of 225.20 feet;
20. 104.80 feet along the arc of said curve having a chord which bears S54°23'57"W for a distance of 103.86 feet to the point of a reverse curve curving to the left with a radius of 10.00 feet;
21. 15.48 feet along the arc of said curve having a chord which bears S85°24'01"E for a distance of 13.98 feet to the point of tangency of said curve;
22. N50°15'16"E for a distance of 40.06 feet to an angle point;
23. S39°44'44"E for a distance of 50.00 feet to an angle point;
24. S50°15'16"W for a distance of 150.00 feet to an angle point;
25. N39°44'44"W for a distance of 50.00 feet to an angle point;

P.O. Box 160176
Austin, Texas 78716-017

Waterloo Surveyors Inc.

Office: 512-481-9602
Fax: 512-330-1621
Page 3 of 6

Thomas P. Dixon
R.P.L.S 4324
J12336PE

EXHIBIT "A"
December 20, 2011

**PUBLIC UTILITY AND JOINT ACCESS EASEMENT
OUT OF RESUBDIVISION OF LOT 9, BLOCK A
ANGELWYLDE SECTION THREE**

FIELD NOTES

26. N50°15'16"E for a distance of 39.91 feet to the point of curvature of a curve curving to the left with a radius of 10.00 feet;
27. 16.03 feet along the arc of said curve curving to the left with a chord which bears N04°19'19"E for a distance of 14.37 feet to the point of a compound curve curving to the left with a radius of 175.00 feet;
28. 79.82 feet along the arc of said curve having a chord which bears N54°40'38"W for a distance of 79.13 feet to the point of tangency of said curve;
29. N67°44'37"E for a distance of 10.38 feet to the point of curvature of a curve curving to the right with a radius of 274.95 feet;
30. 48.21 feet along the arc of said curve having a chord which bears N62°43'14"W for a distance of 48.15 feet to the point of tangency of said curve;
31. N62°36'03"W for a distance of 33.96 feet to the point of curvature of a curve curving to the right with a radius of 169.74 feet;
32. 93.48 feet along the arc of said curve curving to the right with a chord which bears N48°07'32"W for a distance of 92.30 feet to the point of a reverse curve curving to the left with a radius of 697.14 feet;
33. 133.68 feet along the arc of said curve curving to the left with a chord which bears N38°57'40"W for a distance of 133.47 feet to the point of a reverse curve curving to the right with a radius of 225.00 feet;
34. 95.14 feet along the arc of said curve curving to the right with a chord which bears N30°35'30"W for a distance of 94.43 feet to the point of tangency of said curve;
35. N18°28'41"W for a distance of 26.73 feet to the point of curvature of a curve curving to the left with a radius of 133.58 feet;
36. 49.05 feet along the arc of said curve curving to the left with a chord which bears N29°18'29"W for a distance of 48.78 feet to the point of a compound curve curving to the left with a radius of 25.00 feet;
37. 23.31 feet along the arc of said curve having a chord which bears N65°23'05"W for a distance of 22.48 feet to the point of a reverse curve curving to the right and having a radius of 60.00 feet;
38. 8.22 feet along the arc of said curve having a chord which bears N88°10'13"W for a distance of 8.22 feet to the point of a reverse curve having a radius of 25.00 feet;
39. 22.83 feet along the arc of said curve having a chord which bears N69°35'40"E for a distance of 22.05 feet to the point of a reverse curve having a radius of 1079.22 feet;
40. 157.22 feet along the arc of said curve having a chord which bears N47°49'38"E for a distance of 157.08 feet to the point of tangency of said curve;
41. N52°13'19"E for a distance of 93.59 feet to the point of curvature of a curve curving to the right with a radius of 325.00 feet;
42. 147.38 feet along the arc of said curve having a chord which bears N65°12'45"E for a distance of 146.12 feet to the point of tangency of said curve;

P.O. Box 160176
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Page 4 of 6

Thomas P. Dixon
R.P.L.S 4324
J12336PE

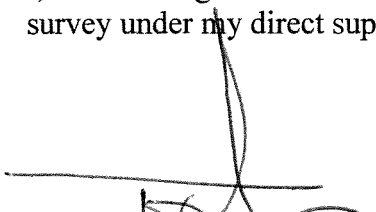
EXHIBIT "A"
December 20, 2011

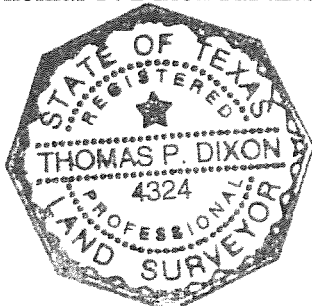
**PUBLIC UTILITY AND JOINT ACCESS EASEMENT
OUT OF RESUBDIVISION OF LOT 9, BLOCK A
ANGELWYLDE SECTION THREE**

FIELD NOTES

43. N86°50'22"E for a distance of 19.11 feet to the point of curvature of a curve curving to the left with a radius of 12.50 feet;
44. 17.96 feet along the arc of said curve having a chord which bears S45°40'52"W for a distance of 16.45 feet to the point of tangency of said curve;
45. N04°31'23"E for a distance of 46.19 feet to an angle point;
46. N85°28'37"W for a distance of 50.00 feet to an angle point;
47. N04°31'23"E for a distance of 33.12 feet to the point of curvature of a curve curving to the left with a radius of 12.50 feet;
48. 21.70 feet along the arc of said curve having a chord which bears N45°12'59"W for a distance of 19.08 feet to the point of tangency of said curve;
49. N85°02'40"E for a distance of 112.49 feet to an angle point;
50. N83°02'54"E for a distance of 49.51 feet to an angle point;
51. N88°43'57"E for a distance of 12.62 feet to a point on the most westerly line of Lot A, PRIVATE STREET P.U.E. and Drainage easement called Angelwilde Drive;
52. N07°12'47"W along the most westerly line of Angelwilde Drive for a distance of 50.27 feet to the **POINT OF BEGINNING** containing 1.9731 acres of land, more or less.

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



P.O. Box 160176
Austin, Texas 78716-0176

LEGEND

- FOUND IRON ROD 1/2" FIR
- FOUND IRON ROD 1/2" W/CAP FIRC
- FOUND P.K. NAIL FPK
- FOUND 60D NAIL F60D
- FOUND HEX BOLT FHB
- SET SPINDLE SSP
- SET P.K. NAIL SPK
- DRAINAGE EASEMENT D.E.
- PUBLIC UTILITY EASEMENT P.U.E.
- BEGINNING FOR REFERENCE BFR
- POINT OF BEGINNING POB

EXHIBIT "A" 12336PE1

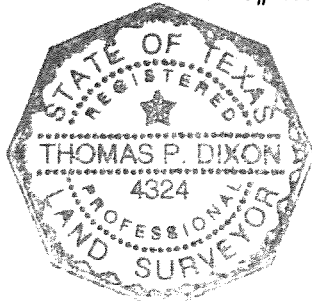
PUBLIC UTILITY AND JOINT ACCESS EASEMENT OUT OF RESUBDIVISION OF LOT 9, BLOCK A ANGELWYLDE SECTION THREE DOC# 201100170

SCALE
1" = 200'

LOT A
PRIVATE STREET
P.U.E. & D.E.
ANGELWYLDE DRIVE
SEE DETAIL "A"
FOR BEGINNING FOR
REFERENCE AND
POINT OF BEGINNING

LOT 7. BLOCK A
ANGELWYLDE SECTION TWO
DOC# 200000302

LOT 8 BLOCK A
ANGELWYLDE SECTION THREE
DOC# 200000303



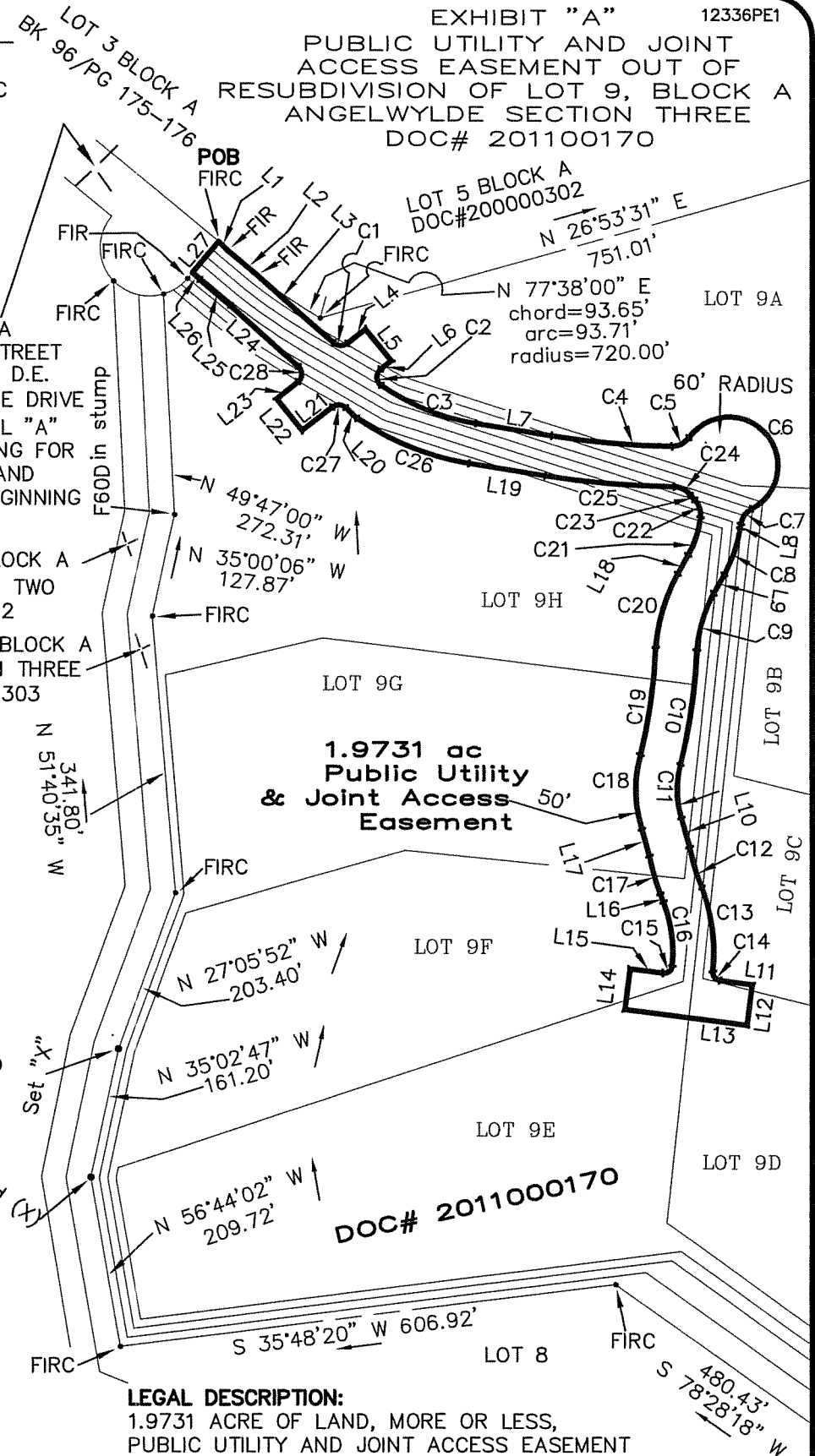
BEARING BASE:

ANGELWYLDE SECTION THREE
DOC# 200000303

NOTE: SEE PAGE 6 FOR COURSE AND DISTANCE CALLS & CURVE TABLE.

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SKETCH HEREON AND FIELD NOTES ATTACHED WERE PREPARED FROM AN ACTUAL ON-THE-GROUND SURVEY AND THAT THEY ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE ON THIS THE 20TH DAY OF DECEMBER 2011.

THOMAS DIXON RPLS 4324
WATERLOO SURVEYORS INC.
PO BOX 160176
AUSTIN, TEXAS 78716-0716
Phone: 512-481-9602
www.waterloosurveyors.com



1.9731 ac
Public Utility
& Joint Access
Easement

DOC# 201100170

LEGAL DESCRIPTION:

1.9731 ACRE OF LAND, MORE OR LESS, PUBLIC UTILITY AND JOINT ACCESS EASEMENT OUT OF AND PART OF RESUBDIVISION OF LOT 9, BLOCK A, ANGELWYLDE SECTION THREE, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NUMBER 201100170, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. PAGE 5 OF 6

EXHIBIT "A"
 PUBLIC UTILITY AND JOINT
 ACCESS EASEMENT OUT OF
 RESUBDIVISION LOT 9, BLOCK A
 ANGELWYLDE SECTION THREE
 DOC# 201100170

PUBLIC UTILITY AND JOINT
 ACCESS EASEMENT LINE
 COURSE AND DISTANCE
 CALLS

LINE	DIRECTION	DISTANCE
L1	N 88°43'57" E	15.34'
L2	N 83°02'54" E	47.90'
L3	N 85°02'40" E	125.89'
L4	N 04°31'23" E	28.36'
L5	S 85°28'37" E	50.00'
L6	S 04°31'23" W	16.32'
L7	N 52°13'19" E	93.59'
L8	S 38°40'22" E	5.81'
L9	S 18°28'41" E	26.85'
L10	S 62°36'03" E	36.83'
L11	N 50°15'16" E	40.06'
L12	S 39°44'44" E	50.00'
L13	S 50°15'16" W	150.00'
L14	N 39°44'44" W	50.00'
L15	N 50°15'16" E	39.91'
L16	N 67°44'37" W	10.38'
L17	N 62°36'03" W	33.96'
L18	N 18°28'41" W	26.73'
L19	N 52°13'19" E	93.59'
L20	N 86°50'22" E	19.11'
L21	N 04°31'23" E	46.19'
L22	N 85°28'37" W	50.00'
L23	N 04°31'23" E	33.12'
L24	N 85°02'40" E	112.49'
L25	N 83°02'54" E	49.51'
L26	N 88°43'57" E	12.62'
L27	N 07°12'47" W	50.27'

PUBLIC UTILITY AND JOINT
 ACCESS EASEMENT CURVE
 COURSE AND DISTANCE
 CALLS

CURVE	RADIUS	LENGTH	CHORD	BEARING
C1	12.50'	17.57'	16.16'	N 44°47'01" E
C2	12.50'	23.32'	20.08'	S 48°55'34" E
C3	274.99'	124.27'	123.22'	N 65°10'04" E
C4	975.00'	146.66'	146.52'	N 47°54'46" E
C5	25.00'	24.32'	23.38'	N 15°43'50" E
C6	60.00'	217.79'	116.44'	S 88°09'13" E
C7	25.00'	23.78'	22.90'	S 11°25'07" E
C8	183.58'	59.81'	59.54'	S 28°03'16" E
C9	175.00'	73.29'	72.76'	S 30°28'36" E
C10	747.14'	142.98'	142.76'	S 38°54'32" E
C11	119.74'	66.90'	66.03'	S 48°08'41" E
C12	225.19'	51.87'	51.76'	S 63°31'08" E
C13	225.20'	104.80'	103.86'	S 54°23'57" E
C14	10.00'	15.48'	13.98'	S 85°24'01" E
C15	10.00'	16.03'	14.37'	N 04°19'19" E
C16	175.00'	79.82'	79.13'	N 54°40'38" W
C17	274.95'	48.21'	48.15'	N 62°43'14" W
C18	169.74'	93.48'	92.30'	N 48°07'32" W
C19	697.14'	133.68'	133.47'	N 38°57'40" W
C20	225.00'	95.14'	94.43'	N 30°35'30" W
C21	133.58'	49.05'	48.78'	N 29°18'29" W
C22	25.00'	23.31'	22.48'	N 65°23'05" W
C23	60.00'	8.22'	8.22'	N 88°10'13" W
C24	25.00'	22.83'	22.05'	N 69°35'40" E
C25	1079.22'	157.22'	157.08'	N 47°49'38" E
C26	325.00'	147.38'	146.12'	N 65°12'45" E
C27	12.50'	17.96'	16.45'	S 45°40'52" W
C28	12.50'	21.70'	19.08'	N 45°12'59" W

After Recording Please Return to:
Travis County TNR
Attention: Sarah Sumner
8th Floor EOB

Inter-office mail

512-854-7687

sarah.sumner@co.travis.tx.us

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Jan 13, 2012 03:02 PM

2012005881

MITCHELLM: \$48.00

Dana DeBeauvoir, County Clerk
Travis County TEXAS

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Hope Andrade
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING OF

ANGEL WYLDE PLACE HOMEOWNERS ASSOCIATION, INC.
File Number: 801173628

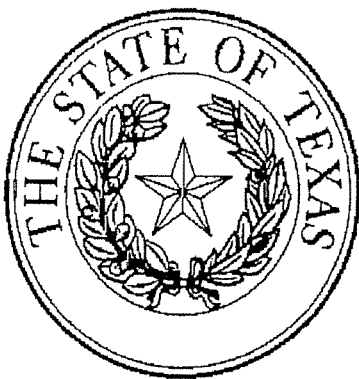
The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 09/22/2009

Effective: 09/22/2009



A handwritten signature in black ink, appearing to read "Hope Andrade".

Hope Andrade
Secretary of State



TRV 201100170
4 PGS

PLAT DOCUMENT # _____

PLAT

PLAT RECORDS INDEX SHEET:

SUBDIVISION NAME: RESUBDIVISION OF LOT 9, BLOCK A,
ANGELWYLDE SECTION THREE

OWNERS NAME: ANGELWYDLE EIGHT JOINT VENTURE

RESUBDIVISION? YES NO

ADDITIONAL RESTRICTIONS / COMMENTS:

CERTIFICATE --2011156092
PARTIAL VACATION--2011156093
DECLARATION--2011156094

RETURN:

SARAH SUMNER TNR
8TH FLOOR EOB
INTEROFFICE MAIL

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Oct 25, 2011 02:32 PM 201100170

MACHADOP: \$119.00

Dana DeBeauvoir, County Clerk
Travis County TEXAS

UNOFFICIAL COPY

PHOTOGRAPHIC MYLAR

11902

10/25/11

201100170

RESUBDIVISION OF LOT 9, BLOCK A, ANGELWYLDE SECTION THREE

STATE OF TEXAS: KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS: ANGELWYLDE EIGHT JOINT VENTURE, OWNERS OF LOT 9, BLOCK A, ANGELWYLDE SECTION THREE, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN DOCUMENT NO. 200003033 OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AS CONVEYED TO IT BY DEED RECORDED IN DOCUMENT NO. 2007191728, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID SUBDIVISION HAVING BEEN APPROVED FOR RESUBDIVISION PURSUANT TO THE PUBLIC NOTIFICATION AND HEARING PROVISION OF CHAPTER 212.014, OF THE LOCAL GOVERNMENT CODE, DO HEREBY RESUBDIVIDE SAID 40.2816 ACRES OF LAND IN ACCORDANCE WITH THE PLAT AS SHOWN HEREON, TO BE KNOWN AS RESUBDIVISION OF LOT 9, BLOCK A, ANGELWYLDE SECTION THREE, SUBJECT TO THE COVENANTS AND RESTRICTIONS SHOWN HEREON, AND WE DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL EASEMENTS SHOWN HEREON, EXCEPT AS OTHERWISE INDICATED, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED. WE FURTHER STATE THAT THE RESPONSIBILITY FOR MAINTENANCE AND TAXATION OF ANGELWYLDE DRIVE, A PRIVATE STREET SHALL BE VESTED IN THE HOMEOWNERS ASSOCIATION, OF ANGELWYLDE HOA, INC., AS RECORDED IN DOCUMENT NO. 2000154414, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. AN EXPRESS EASEMENT IS HEREBY GRANTED ACROSS SAID PRIVATE STREETS AND ANY COMMON AREAS FOR THE USE OF THE SURFACE FOR ALL GOVERNMENTAL FUNCTIONS, VEHICULAR AND NON-VEHICULAR, INCLUDING POLICE AND FIRE PROTECTION, SOLID AND OTHER WASTE MATERIAL DISPOSAL AND ANY OTHER PURPOSE ANY GOVERNMENTAL AUTHORITY DEEMS NECESSARY, AND WE DO NOT HEREBY AGREE THAT ALL GOVERNMENTAL ENTITIES, THEIR AGENTS OR EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGE OCCURRING TO THE SURFACE OF THE TRACT PRIVATE STREETS AND ANY COMMON AREA AS A RESULT OF GOVERNMENTAL VEHICLES TRAVELING OVER SAID TRACT. DOCUMENT NO. 2011500093

ENGINEER'S CERTIFICATION: I, SERGIO N. LOZANO-SANCHEZ, A REGISTERED PROFESSIONAL ENGINEER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT AND COMPLIES WITH THE ENGINEERING RELATED PORTIONS OF TITLE 30 OF THE AUSTIN CITY CODE OF 2002 AS AMENDED AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

[Signature of Sergio N. Lozano-Sanchez, P.E.]
SERGIO N. LOZANO-SANCHEZ, P.E.
LOC CONSULTANTS, LLP
1000 E. CESAR CHAVEZ ST. SUITE 100
AUSTIN, TEXAS 78702
PH. 512-499-0908

9/19/2011
DATE

IN APPROVING THIS PLAT, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD STREETS, ROADS, OR OTHER 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 COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS.

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

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

STATE OF TEXAS: COUNTY OF TRAVIS:

I, DANA DEBEAUVOUR, CLERK OF THE COUNTY COURT OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE 19th DAY OF October, 2011, A.D. THE COMMISSIONERS COURT OF TRAVIS COUNTY PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE 25th DAY OF October, 2011, A.D.

DANA DEBEAUVOUR, COUNTY CLERK, TRAVIS COUNTY, TEXAS.

[Signature of Dana Debeauvoir]
DEPUTY COUNTY CLERK



JURISDICTION:

THE LAND IN THIS RESUBDIVISION IS IN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF AUSTIN AND THE PROPOSED DIVISION QUALIFIES FOR EXCEPTION FROM SUBDIVISION PURSUANT TO SECTION 212.004 OF LOCAL GOVERNMENT CODE.

FILED:

CITY OF AUSTIN

[Signature of Dana Debeauvoir]
DIRECTOR OF PLANNING AND DEVELOPMENT
REVIEW DEPARTMENT

DATE: 10-13-11

ANGELWYLDE JOINT VENTURE

BY: [Signature]
BY: [Signature]

STATE OF TEXAS: COUNTY OF TRAVIS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, [Signature], KNOWN TO BE THE PERSON OR AGENT WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 19th DAY OF October, 2011, A.D., NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS.

NOTARY: [Signature]
PRINT OR STAMP NAME HERE MY COMMISSION EXPIRES



STATE OF TEXAS: COUNTY OF TRAVIS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, [Signature], KNOWN TO BE THE PERSON OR AGENT WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 13th DAY OF September, 2011, A.D., NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS.

NOTARY: [Signature]
PRINT OR STAMP NAME HERE MY COMMISSION EXPIRES



SURVEYOR'S CERTIFICATION:

I, THOMAS P. DIXON, AM AUTHORIZED UNDER THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH OF THE AUSTIN CITY CODE OF 2002 AS AMENDED, IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY MY DIRECT SUPERVISION ON THE GROUND ON JULY, 7, 2009.

[Signature]
THOMAS P. DIXON R.P.L.S. #4324
WATERLOO SURVEYORS, INC.
P.O. BOX 160176
AUSTIN, TEXAS 78716
PHONE: 512-481-9603
FAX: 512-330-1821
thomas@waterloosurveyors.com

9/13/11
DATE



FLOODPLAIN NOTES

THE 100-YEAR FLOODPLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN HEREON. A PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS #8453C0420H AND 48453C0440H, DATED SEPTEMBER 26, 2008 FOR TRAVIS COUNTY, TEXAS.

[Signature]
SERGIO N. LOZANO-SANCHEZ, P.E.
LOC CONSULTANTS, LLP
1000 E. CESAR CHAVEZ ST. SUITE 100
AUSTIN, TEXAS 78702
PH. 512-499-0908

9/19/2011
DATE

STATE OF TEXAS: COUNTY OF TRAVIS:

I, DANA DEBEAUVOUR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHORITY WAS FILED FOR RECORD IN MY OFFICE ON THE 25th DAY OF October, 2011, A.D. AT 2:30 PM, AND DULY RECORDED ON THE 25th DAY OF October, 2011, A.D. IN DOCUMENT NO. 201100170 OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NO. 201100170

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE 25th DAY OF October, 2011, A.D.

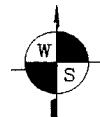
DANA DEBEAUVOUR, COUNTY CLERK, TRAVIS COUNTY, TEXAS.

[Signature]
DEPUTY COUNTY CLERK



PROJECT DATA

OWNERS:
ANGELWYLDE 8 JOINT VENTURE
11701 BEE CAVES ROAD, SUITE 230
AUSTIN, TEXAS 78738
PROJECT ENGINEER:
SERGIO N. LOZANO-SANCHEZ, P.E.
LOC CONSULTANTS, LLP
1000 E. CESAR CHAVEZ ST. SUITE 100
AUSTIN, TEXAS 78702
PH. 512-499-0908
LAND USE SUMMARY:
SINGLE FAMILY LOTS 8 LOTS- 40.2816 ACRES



WATERLOO SURVEYORS INC.
PO BOX 160176
AUSTIN, TEXAS 78716-0716
Phone: 512-481-9602
www.waterloosurveyors.com
J12336PA

201100170

PHOTOGRAPHIC MYLAR

RESUBDIVISION OF LOT 9, BLOCK A, ANGELWYLDE SECTION THREE

DRAINAGE NOTES:

1. NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT EXCEPT AS APPROVED BY TRAVIS COUNTY.
2. PROPERTY OWNER SHALL PROVIDE ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY, AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.
3. ALL DRAINAGE AND WATER QUALITY EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNERS, OR HIS/HER ASSIGNS.
4. DULY AUTHORIZED AGENTS OF TRAVIS COUNTY SHALL HAVE THE RIGHT ON ENTRY ON THE LAND OR PREMISES WHERE DRAINAGE FACILITIES ARE LOCATED ON PRIVATE PROPERTY, AT REASONABLE TIMES FOR THE PURPOSE OF INSPECTION AND, IF REQUIRED MAINTENANCE. IN THE EVENT THE PROPERTY OWNER FAILS TO MAINTAIN SUCH AREAS, THE COUNTY SHALL REQUEST IN WRITING THAT THE PROPERTY OWNER COMPLY.

TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM NOTES:

1. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE WASTEWATER DISPOSAL (SEPTIC) SYSTEM, WHICH HAS BEEN APPROVED AND LICENSED TO OPERATE BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
2. NO STRUCTURE SHALL BE OCCUPIED UNTIL CONNECTED TO A POTABLE WATER SUPPLY FROM AN APPROVED PUBLIC WATER SYSTEM, WITH SUFFICIENT QUANTITY FOR FAMILY USE AND OPERATION OF AN APPROVED PRIVATE ON-SITE WASTEWATER DISPOSAL SYSTEM.
3. NO ON-SITE SEWAGE DISPOSAL SYSTEM MAY BE INSTALLED WITHIN 100 FEET OF A PRIVATE WATER WELL NOR MAY AN ON-SITE WASTEWATER DISPOSAL SYSTEM BE INSTALLED WITHIN 150 FEET OF A PUBLIC WATER WELL.
4. NO CONSTRUCTION MAY BEGIN ON ANY LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM ARE SUBMITTED TO AND APPROVED BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
5. ALL DEVELOPMENT ON ALL LOTS IN THIS SUBDIVISION MUST BE IN COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF TEXAS ADMINISTRATIVE CODE CHAPTER 295 AND TRAVIS COUNTY CODE CHAPTER 48 THAT ARE IN EFFECT AT THE TIME OF CONSTRUCTION.
6. EACH LOT IN THIS SUBDIVISION IS LIMITED TO ONE SINGLE FAMILY RESIDENTIAL AND APPURTENANT STRUCTURES PER LOT.
7. THESE RESTRICTIONS ARE ENFORCEABLE BY TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.

STACEY SCHEFFEL, D.R., MANAGER
ON-SITE WASTEWATER PROGRAM
TRAVIS COUNTY TXR

DATE

GENERAL NOTES (CONTD):

12. A VARIANCE TO SECTION 30-2-159 (PREVIOUSLY 13-2-424A) OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE WAS GRANTED BY THE ZONING AND PLATTING COMMISSION ON NOVEMBER 1996.
13. ALL ACTIVITIES WITHIN THE DEF BUFFER MUST COMPLY WITH SECTION 25-8-281(C)(2). THIS SECTION STATES THAT THE NATURAL VEGETATIVE COVER MUST BE RETAINED TO THE MAXIMUM EXTENT PRACTICABLE; CONSTRUCTION IS PROHIBITED; AND WASTEWATER DISPOSAL OR IRRIGATION IS PROHIBITED.
14. WATER PROVIDED BY LOWER COLORADO RIVER AUTHORITY.
15. WASTEWATER PROVIDER: ON-SITE.
16. IMPROVEMENTS SUBJECT TO THE RESTRICTIONS REFERENCED IN DOCUMENT NO. 2000154414, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.
17. ACCESS TO F.M. 2244 IS PROHIBITED FROM ALL LOTS WITHIN THIS SUBDIVISION. ACCESS TO PATTERSON ROAD IS PROHIBITED FROM ALL LOTS IN THIS SUBDIVISION EXCEPT FROM ANGELWYLDE DRIVE. DRIVEWAY ACCESS TO ANGELWYLDE DRIVE FROM LOT 10 IS RESTRICTED TO THE 30 FOOT WIDE JOINT USE EASEMENT AS RECORDED IN DOCUMENT NO. 2000154417 OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. DRIVEWAY ACCESS TO LOT 9 IS RESTRICTED TO THE 60 FOOT WIDE JOINT ACCESS EASEMENT SHARED BY SECTION TWO, BLOCK A, AS RECORDED IN DOCUMENT NO. 2000154416, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, TO ANGELWYLDE DRIVE.
18. TOTAL IMPERVIOUS COVER ON EACH LOT SHALL BE LIMITED TO THE FOLLOWING MAXIMUM AMOUNT: LOT 9, 100,000 SQUARE FEET.
19. PROPERTY OWNER SHALL MAINTAIN SHEET FLOW TO THE MAXIMUM EXTENT FEASIBLE.
20. A RESTRICTIVE COVENANT FOR THE MAINTENANCE AND OPERATION OF ANGELWYLDE DRIVE HAS BEEN RECORDED UNDER DOCUMENT NO. 2000154414, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. THE PROPERTY OWNERS ASSOCIATION ESTABLISHED UNDER SUCH DOCUMENT HAS PRIMARY RESPONSIBILITY FOR SUCH MAINTENANCE AND OPERATION. IF SUCH PROPERTY OWNER'S ASSOCIATION FAILS TO PERFORM, THE MAINTENANCE AND OPERATION RESPONSIBILITIES WILL BECOME THE JOINT AND SEVERAL RESPONSIBILITY OF ALL OWNERS IN THIS SUBDIVISION.
21. THE RESTRICTIVE COVENANT FOR JOINT USE ACCESS EASEMENT IS RECORDED IN: DOCUMENT NO. 2011050094, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.
22. ALL PRIVATE STREETS SHOWN ON THIS PLAT, ANGELWYLDE DRIVE, AND ANY SECURITY GATES OR DEVICES CONTROLLING ACCESS TO THE STREETS WILL BE OWNED AND MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION OF THIS SUBDIVISION.

ELECTRIC UTILITY NOTES:

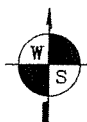
1. THE ELECTRIC UTILITY HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, SHRUBBERY AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THE EASEMENTS CLEAR. THE ELECTRIC UTILITY WILL PERFORM ALL TREE WORK IN COMPLIANCE WITH TITLE 30, OF THE CITY OF AUSTIN LOC.
2. THE OWNER/DEVELOPER OF THIS SUBDIVISION/LOT SHALL PROVIDE THE ELECTRIC UTILITY WITH ANY EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED, FOR THE INSTALLATION AND Ongoing MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRICAL FACILITIES. THESE EASEMENTS AND/OR ACCESS ARE REQUIRED, TO PROVIDE ELECTRIC SERVICE TO THE BUILDING, AND WILL NOT BE LIMITED SO AS TO CAUSE THE SITE TO BE OUT OF COMPLIANCE WITH TITLE 30 OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
3. THE OWNER SHALL BE RESPONSIBLE FOR INSTALLATION OF TEMPORARY EROSION CONTROL, REVEGETATION AND TREE PROTECTION. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR ANY INITIAL TREE PRUNING AND REMOVAL THAT IS WITHIN TEN FEET OF THE CENTER LINE OF THE PROPOSED OVERHEAD ELECTRICAL FACILITIES DESIGNED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT. THE OWNER SHALL INCLUDE THE ELECTRIC UTILITY'S WORK WITHIN THE LIMITS OF CONSTRUCTION FOR THIS PROJECT.
4. ANY ELECTRIC UTILITY RELATED TO SERVING THIS SUBDIVISION SHALL BE INCLUDED UNDER THE DEVELOPMENT PERMIT.

WATER QUALITY AND ENVIRONMENTAL NOTES:

1. THIS PROJECT IS NOT LOCATED OVER THE EDWARDS AQUIFER RECHARGE ZONE BUT IS LOCATED IN THE EDWARDS AQUIFER CONTRIBUTING ZONE.
2. NO LOT SHALL BE OCCUPIED UNTIL THE LOT IS CONNECTED TO THE LORA WATER UTILITY SYSTEM AND AN ON-SITE SEWAGE FACILITY APPROVED BY TRAVIS COUNTY.
3. CONSTRUCTION ACTIVITIES ON A LOT IN THIS COMMON PLAN OF DEVELOPMENT REQUIRE A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IN ADDITION TO A COUNTY DEVELOPMENT PERMIT. THE SWPPP INCLUDES TEMPORARY AND PERMANENT BEST MANAGEMENT PRACTICES (BMPs) FOR PROTECTION OF STORM WATER RUNOFF QUALITY, INCLUDING EROSION AND SEDIMENT CONTROLS.

BENCHMARK:
LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF ANGELWYLDE DRIVE AND PATTERSON LANE-2 60d NAILS IN POWER POLE-ELEVATION 881.05'

PROJECT DATA



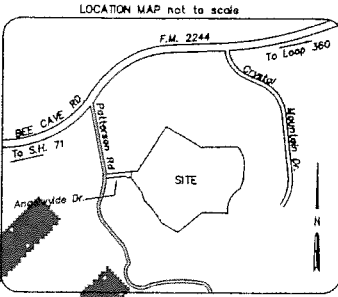
WATERLOO SURVEYORS INC.
PO BOX 160176
AUSTIN, TEXAS 78716-0716
Phone: 512-481-9602
www.waterloosurveyors.com
J12336PA

OWNERS:
ANGELWYLDE 8 JOINT VENTURE
11701 BEE CAVES ROAD, SUITE 230
AUSTIN, TEXAS 78738
PROJECT ENGINEER:
SERGIO N. LOZANO-SANCHEZ, P.E.
LOC CONSULTANTS, LLP
1000 E. CESAR CHAVEZ ST. SUITE 100
AUSTIN, TEXAS 78702
PH. 512-499-0908
LAND USE SUMMARY:
SINGLE FAMILY LOTS 8 LOTS- 40.2816 ACRES

PHOTOGRAPHIC MYLAR

201100170

RESUBDIVISION OF LOT 9, BLOCK A, ANGELWYLDE SECTION THREE



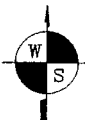
BALCONES CANYON CONSERVATION PLAN (BCCP) NOTE:
 PRIOR TO ANY CONSTRUCTION ACTIVITY AND/OR VEGETATION CLEARING, COORDINATION WITH U.S. FISH AND WILDLIFE OR PARTICIPATION IN THE BCCP IS REQUIRED TO ADDRESS THREATENED AND ENDANGERED SPECIES MITIGATION. CLEARING CAN NOT BE CONDUCTED MARCH 1 THROUGH AUGUST 31ST. PLEASE CONTACT TRAVIS COUNTY'S ENVIRONMENTAL SERVICES AT 512-475-6190, EXTENSION 5.

ROOFTOP DRAINAGE:
 ROOF DOWNSPOUTS FOR RESIDENTIAL STRUCTURES ON LOTS 9A-9H, ARE TO BE CONNECTED TO RAINWATER COLLECTION SYSTEMS.

FIRE SPRINKLER SYSTEM NOTE:
 AN APPROVED AUTOMATIC FIRE SPRINKLER SYSTEM COMPLYING WITH THE STANDARD FOR THE INSTALLATION OF SPRINKLER SYSTEMS IN ONE AND TWO FAMILY DWELLINGS AND MANUFACTURED HOMES SHALL BE INSTALLED THROUGHOUT ALL RESIDENCES, ONE AND TWO FAMILY DWELLINGS AND TOWNHOUSES. THE AUTOMATIC SPRINKLER SYSTEM SHALL BE INSTALLED BY A FIRE REGISTERED BY THE STATE FIRE MARSHAL'S OFFICE, AND A RESPONSIBLE MANAGER LICENSED BY THE STATE FIRE MARSHAL'S OFFICE IN COMPLIANCE WITH TEXAS FIRE PROTECTION CODE CHAPTER 4003 (FIRE PROTECTION SPRINKLER SYSTEM SERVICE AND INSTALLATION, SECTION 34.700, THE FIRE SPRINKLER RULES).

UNOFFICIAL COPY

PROJECT DATA



WATERLOD SURVEYORS INC.
 PO BOX 160176
 AUSTIN, TEXAS 78716-0716
 Phone: 512-481-9602
 www.waterlodsurveyors.com

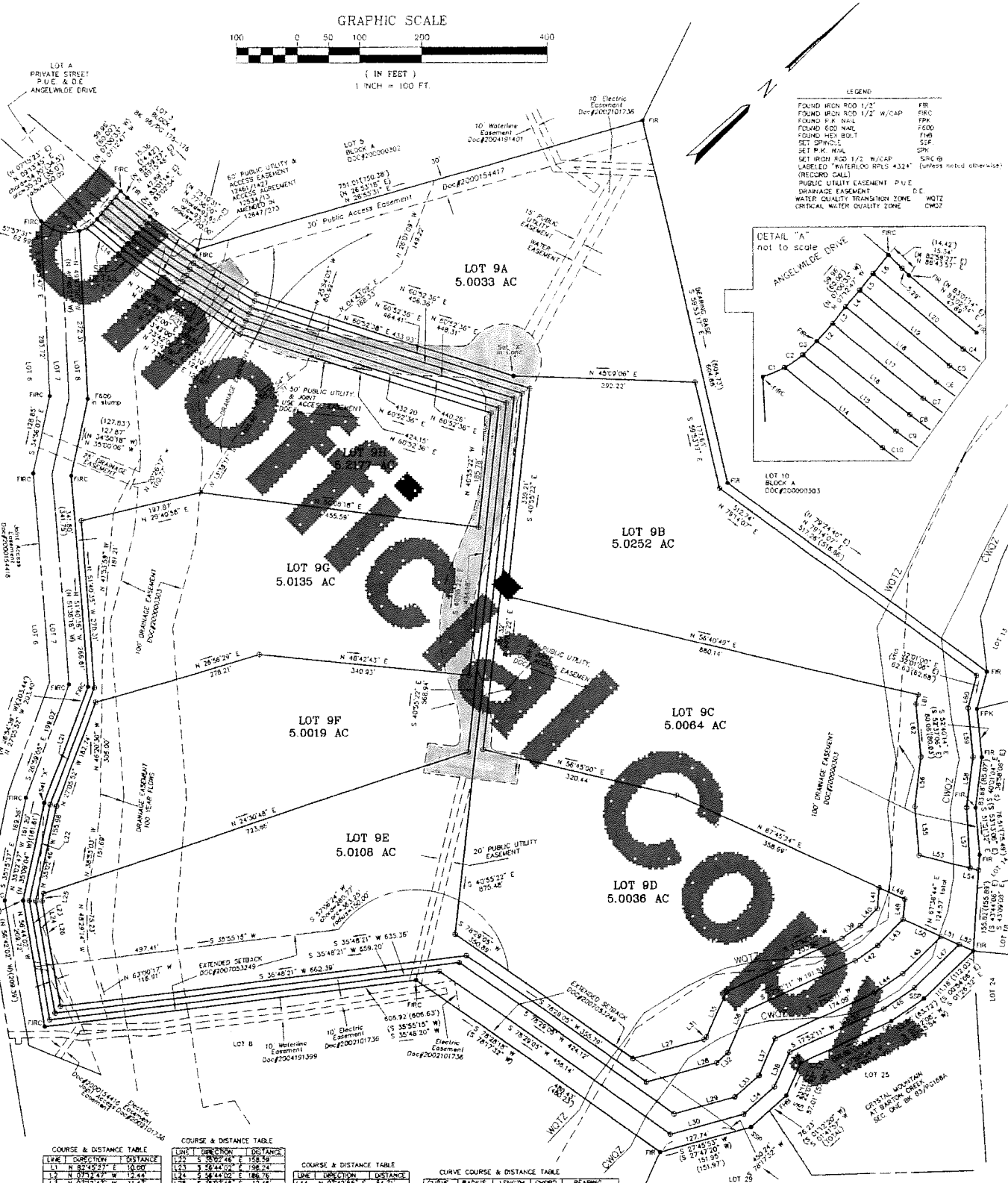
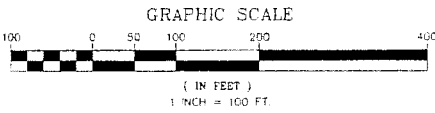
J12336PA

OWNERS:
 ANGELWYLDE 5 JOINT VENTURE
 11701 BEE CAVES ROAD, SUITE 230
 AUSTIN, TEXAS 78738
 PROJECT ENGINEER:
 SERGIO N. LOZANO-SANCHEZ, P.E.
 LOC CONSULTANTS, LLP
 1000 E. CESAR CHAVEZ ST. SUITE 100
 AUSTIN, TEXAS 78702
 PH. 512-499-0908
 LAND USE SUMMARY:
 SINGLE FAMILY LOTS 8 LOTS- 40.2816 ACRES

201100170

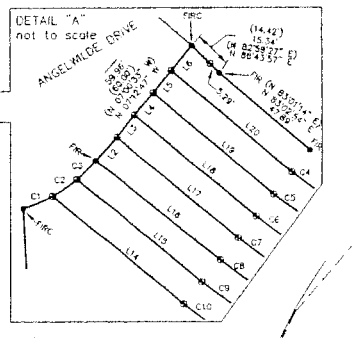
PHOTOGRAPHIC MYLAR

RESUBDIVISION OF LOT 9, BLOCK A, ANGELWYLDE SECTION THREE



LEGEND

- FOUND IRON ROD 1/2" FRC
- FOUND IRON ROD 1/2" W/CAP FRC
- FOUND P K NAIL FPK
- FOUND COD NAIL FCD
- FOUND HEX BOLT FHB
- SET SPINDLE FSP
- SET P K NAIL SPK
- SET IRON ROD 1/2" W/CAP SFC
- LABELLED WATER/DO RPLS 4324 (Unless noted otherwise)
- (RECORD CALL) PUBLIC UTILITY EASEMENT P.U.E.
- DRAINAGE EASEMENT D.E.
- WATER QUALITY TRANSPORT ZONE WQTZ
- CRITICAL WATER QUALITY ZONE CWQZ



COURSE & DISTANCE TABLE

LINE	DIRECTION	DISTANCE
L1	N 82°42'31" E	10.00
L2	S 89°02'46" E	158.59
L3	S 28°44'02" E	186.76
L4	S 28°44'02" E	186.76
L5	S 28°44'02" E	186.76
L6	S 28°44'02" E	186.76
L7	S 28°44'02" E	186.76
L8	S 28°44'02" E	186.76
L9	S 28°44'02" E	186.76
L10	S 28°44'02" E	186.76
L11	S 28°44'02" E	186.76
L12	S 28°44'02" E	186.76
L13	S 28°44'02" E	186.76
L14	S 28°44'02" E	186.76
L15	S 28°44'02" E	186.76
L16	S 28°44'02" E	186.76
L17	S 28°44'02" E	186.76
L18	S 28°44'02" E	186.76
L19	S 28°44'02" E	186.76
L20	S 28°44'02" E	186.76
L21	S 28°44'02" E	186.76

COURSE & DISTANCE TABLE

LINE	DIRECTION	DISTANCE
L22	S 28°44'02" E	186.76
L23	S 28°44'02" E	186.76
L24	S 28°44'02" E	186.76
L25	S 28°44'02" E	186.76
L26	S 28°44'02" E	186.76
L27	S 28°44'02" E	186.76
L28	S 28°44'02" E	186.76
L29	S 28°44'02" E	186.76
L30	S 28°44'02" E	186.76
L31	S 28°44'02" E	186.76
L32	S 28°44'02" E	186.76
L33	S 28°44'02" E	186.76
L34	S 28°44'02" E	186.76
L35	S 28°44'02" E	186.76
L36	S 28°44'02" E	186.76
L37	S 28°44'02" E	186.76
L38	S 28°44'02" E	186.76
L39	S 28°44'02" E	186.76
L40	S 28°44'02" E	186.76
L41	S 28°44'02" E	186.76
L42	S 28°44'02" E	186.76
L43	S 28°44'02" E	186.76
L44	S 28°44'02" E	186.76
L45	S 28°44'02" E	186.76

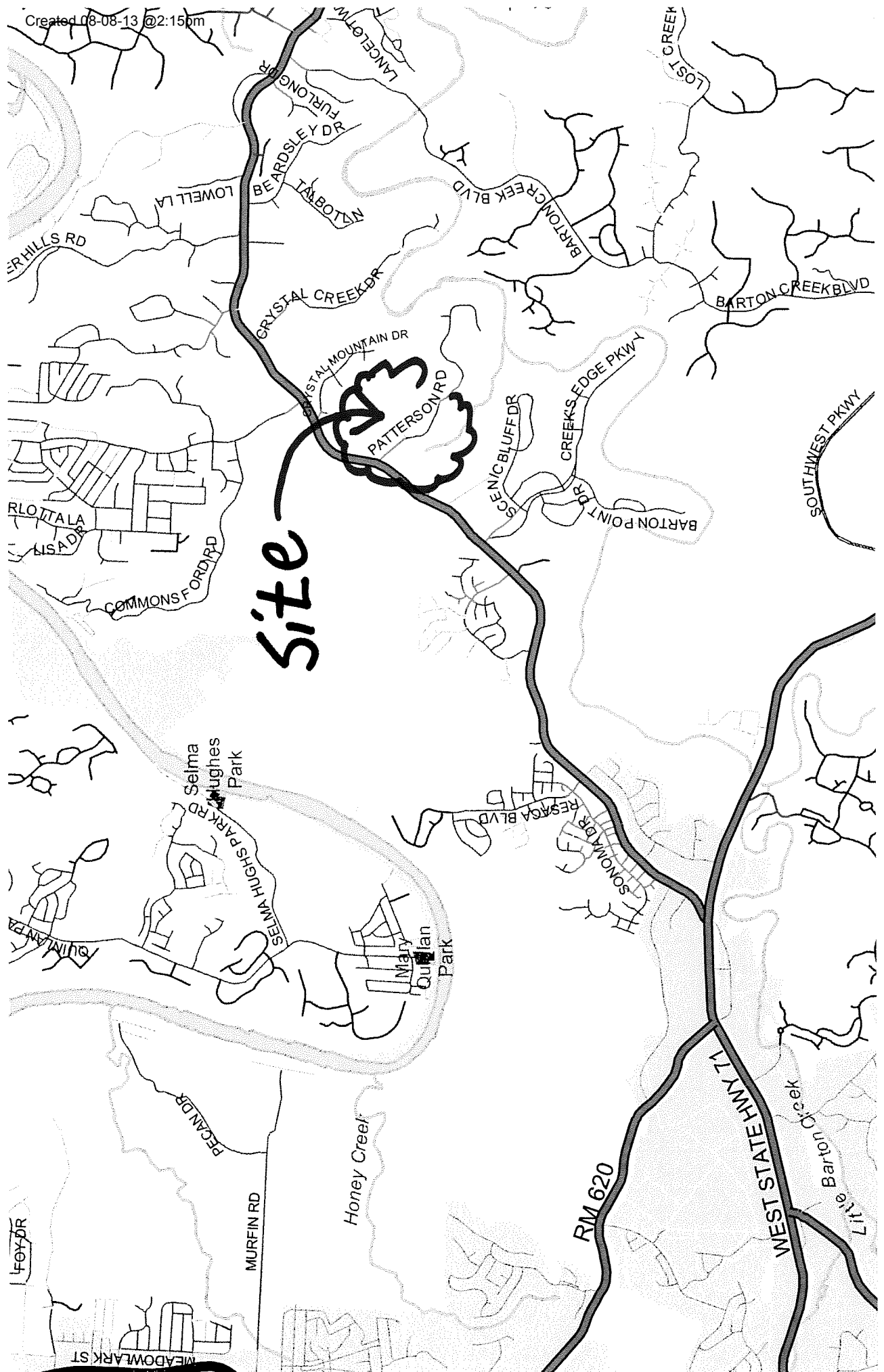
COURSE & DISTANCE TABLE

LINE	DIRECTION	DISTANCE
L46	S 28°44'02" E	186.76
L47	S 28°44'02" E	186.76
L48	S 28°44'02" E	186.76
L49	S 28°44'02" E	186.76
L50	S 28°44'02" E	186.76
L51	S 28°44'02" E	186.76
L52	S 28°44'02" E	186.76
L53	S 28°44'02" E	186.76
L54	S 28°44'02" E	186.76
L55	S 28°44'02" E	186.76
L56	S 28°44'02" E	186.76
L57	S 28°44'02" E	186.76
L58	S 28°44'02" E	186.76
L59	S 28°44'02" E	186.76
L60	S 28°44'02" E	186.76
L61	S 28°44'02" E	186.76
L62	S 28°44'02" E	186.76

CURVE COURSE & DISTANCE TABLE

CURVE	WADIUS	LENGTH	CHORD	BEARING
C1	60.00	14.19	13.84	N 19°33'32" E
C2	60.00	11.64	11.33	N 08°14'30" E
C3	60.00	9.59	9.39	N 03°03'57" W
C4	73.00	9.73	9.71	N 52°01'04" E
C5	73.00	102.38	102.29	N 77°28'43" E
C6	73.00	129.11	129.39	N 11°28'21" E
C7	78.00	106.88	106.79	N 71°28'21" E
C8	77.00	107.81	107.59	N 79°29'39" E
C9	80.00	14.19	13.84	N 19°33'32" E
C10	80.00	11.64	11.33	N 08°14'30" E
C11	80.00	9.59	9.39	N 03°03'57" W
C12	78.00	106.88	106.79	N 71°28'21" E
C13	77.00	107.81	107.59	N 79°29'39" E
C14	73.00	102.38	102.29	N 77°28'43" E
C15	73.00	9.73	9.71	N 52°01'04" E
C16	60.00	14.19	13.84	N 19°33'32" E
C17	60.00	11.64	11.33	N 08°14'30" E
C18	60.00	9.59	9.39	N 03°03'57" W
C19	78.00	106.88	106.79	N 71°28'21" E
C20	77.00	107.81	107.59	N 79°29'39" E
C21	73.00	102.38	102.29	N 77°28'43" E
C22	73.00	9.73	9.71	N 52°01'04" E
C23	60.00	14.19	13.84	N 19°33'32" E
C24	60.00	11.64	11.33	N 08°14'30" E
C25	60.00	9.59	9.39	N 03°03'57" W
C26	78.00	106.88	106.79	N 71°28'21" E
C27	77.00	107.81	107.59	N 79°29'39" E
C28	73.00	102.38	102.29	N 77°28'43" E
C29	73.00	9.73	9.71	N 52°01'04" E
C30	60.00	14.19	13.84	N 19°33'32" E
C31	60.00	11.64	11.33	N 08°14'30" E
C32	60.00	9.59	9.39	N 03°03'57" W
C33	78.00	106.88	106.79	N 71°28'21" E
C34	77.00	107.81	107.59	N 79°29'39" E
C35	73.00	102.38	102.29	N 77°28'43" E
C36	73.00	9.73	9.71	N 52°01'04" E

WATERLOO SURVEYORS INC.
 PO BOX 160176
 AUSTIN, TEXAS 78716-0716
 Phone: 512-481-9602
 www.waterloosurveyors.com
 LAST REVISION OCTOBER 17, 2011
 J21336P



site

Selma Hughes Park

Mary Quilian Park

Honey Creek

RM 620

WEST STATE HWY 71

Little Barton Creek

FOY DR

MURFIN RD

PECAN DR

MEADOWLARK ST

QUINLAN DR

SELMA HUGHES PARK RD

RESACA BLVD

SONOMA DR

RLOTTALA
LISA DR

COMMONSFORD RD

CRYSTAL MOUNTAIN DR

PATTERSON RD

SCENIC BLUFF DR

CREEK'S EDGE PKWY

BARTON POINT DR

SOUTHWEST PKWY

BEARDSLEY DR

CRYSTAL CREEK DR

BARTON CREEK BLVD

BARTON CREEK BLVD

LOST CREEK

ER HILLS RD

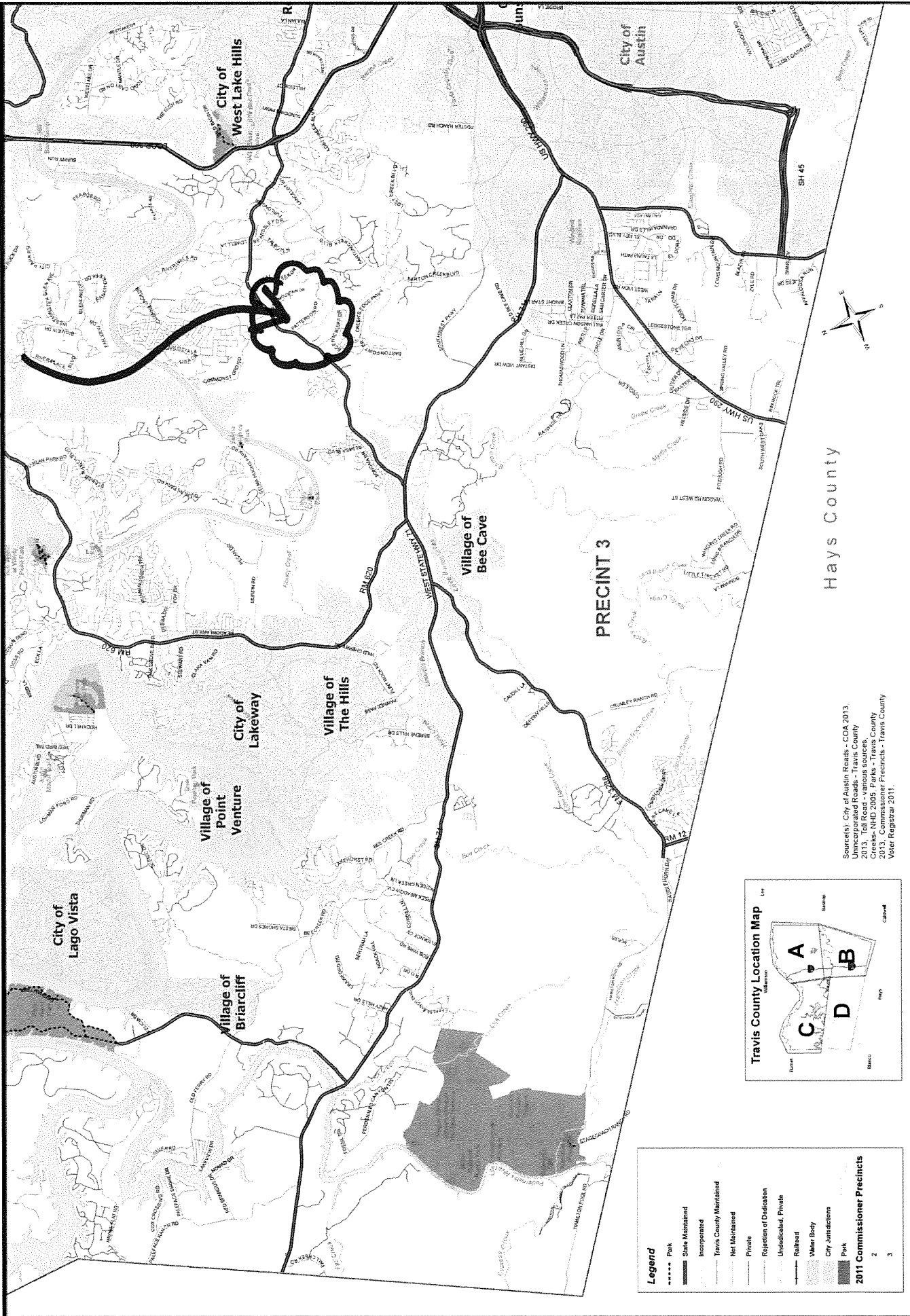
LOWELLA

LANCETIM

FURLONG DR

NATOBAL

Site



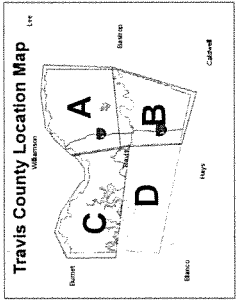
Map Prepared by: Travis County
Dept. of Transportation & Natural
Resources. Date: 5/21/2013



Hays County

Travis County Roadways, Map D

Sources: City of Austin Roads - COA 2013.
Unincorporated Roads - Travis County
2013. TxDOT Roadway Data Source
Copyright © 2013, Travis County
2013. Commissioner Precincts - Travis County
Water Registrar 2011.



Legend

- 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

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 Commissioners Court Agenda Request

Meeting Date: August 13, 2013

Prepared By: Sarah Sumner **Phone #:** (512) 854-7687

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

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

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action on a plat for recording Montebella Section 2 Final Plat (Short form plat, 3 single family lots on 3.07 acres on Cirrus Drive in no City's ETJ) in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

This is a replat of lots 15-19 Block DDD of Montebella that were vacated in 2011 and replatted as larger lots. Water will be provided by Deer Creek Water Company, waste water will be on site septic systems, parkland fees of \$599.00 have been paid and no fiscal is required. This plat is located in Travis County and no other jurisdiction.

STAFF RECOMMENDATIONS:

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

ISSUES AND OPPORTUNITIES:

Staff has not received any inquiries at this time.

FISCAL IMPACT AND SOURCE OF FUNDING:

NA

ATTACHMENTS/EXHIBITS:

Location Map, Proposed Plat, Precinct Map.

REQUIRED AUTHORIZATIONS:

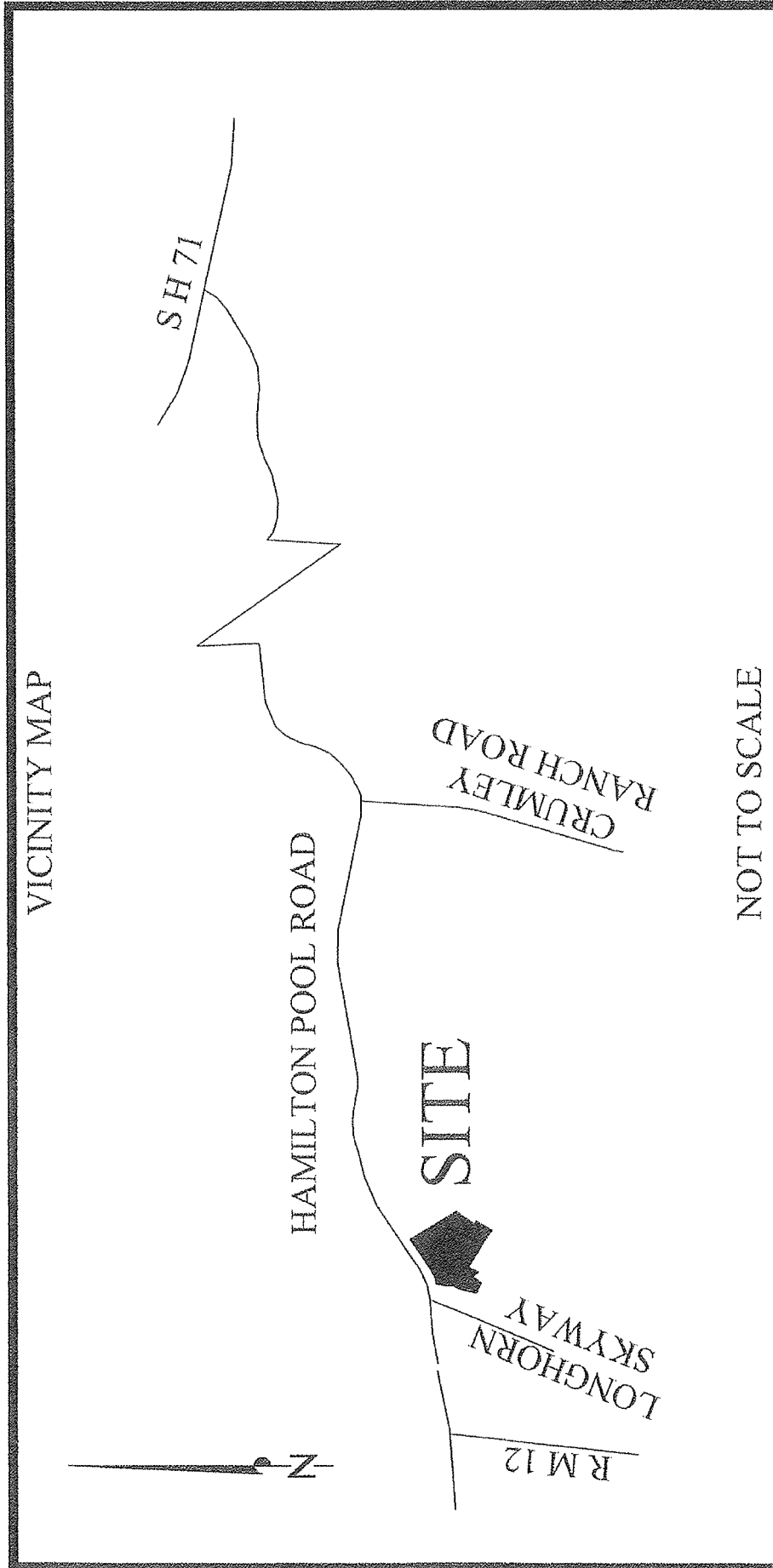
Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Anna Bowlin	Division Director	TNR	(512) 854-7561

CC:

Sarah Sumner	Planner	TNR	(512) 854-7687

CD:AB:ss

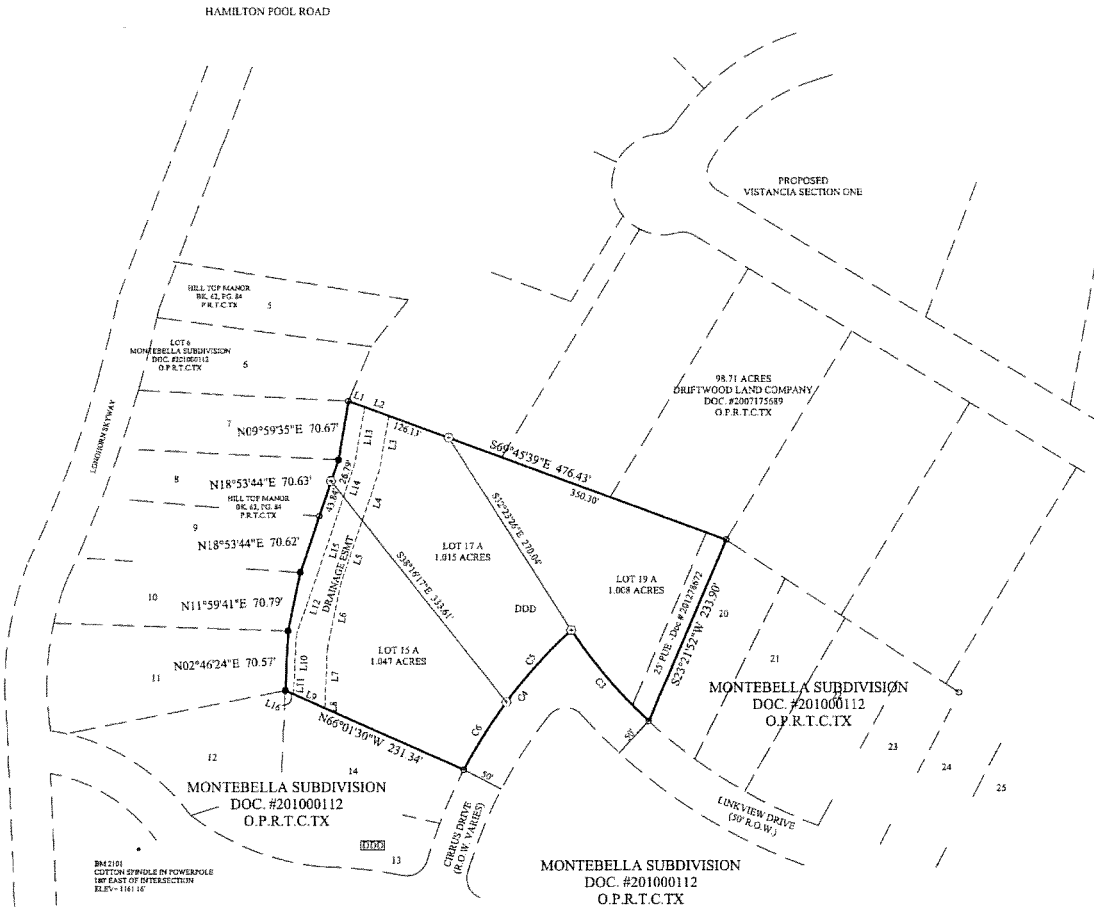
1101 - Development Services Long Range Planning - Montebella Section Two





1" = 100'

JUAN RODRIGUEZ SURVEY NO. 42
TRAVIS COUNTY, TEXAS
JANUARY 2013

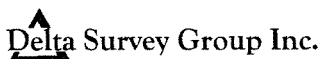


LINE	BEARING	DISTANCE
L1	S69°45'39"E	20.32
L2	S69°45'39"E	30.49
L3	S89°59'35"W	65.52
L4	S18°53'44"W	74.52
L5	S18°53'44"W	67.61
L6	S11°59'41"W	77.68
L7	S02°46'24"W	66.93
L8	S02°47'51"W	4.47
L9	N66°01'33"W	40.51
L10	S02°46'24"W	66.93
L11	S02°47'51"W	3.88
L12	S19°32'05"W	76.46
L13	S89°59'35"W	68.61
L14	S18°53'44"W	72.19
L15	S18°53'44"W	65.25
L16	N66°01'33"W	10.72

C3	600.00'	141.62'	141.29'	N40°13'40"W	13°31'25"
C4	600.00'	210.00'	208.93'	S37°41'53"W	20°03'12"
C5	600.00'	115.21'	115.03'	S42°13'26"W	11°58'06"
C6	600.00'	94.79'	94.69'	S32°11'50"W	9°03'06"

BEARING BASIS:
TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83/HARN

- LEGEND
- 1/2 INCH IRON ROD WITH PLASTIC "DELTA SURVEY" CAP FOUND
 - ⊙ 1/2 INCH IRON ROD WITH PLASTIC "DELTA SURVEY" CAP SET
 - ⊙ 1/2 INCH IRON ROD WITH "STAUDT" CAP FOUND
 - 1/2 INCH IRON ROD FOUND
 - TXDOT TYPE I MONUMENT FOUND
 - ▲ NAIL FOUND
 - CONCRETE MONUMENT SET
 - L.S.E. LATERAL SUPPORT EASEMENT
 - D.E. DRAINAGE EASEMENT
 - O.P.R.T.C.TX OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
 - P.R.T.C.TX PLAT RECORDS, TRAVIS COUNTY, TEXAS



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

REPLAT OF
LOTS 15, 16, 17, 18 AND 19, BLOCK DDD
OF
MONTEBELLA SUBDIVISION

SHEET
4
OF
4

Montebella Section 2 Precinct Map

TRAVIS
COUNTY
TX GOV

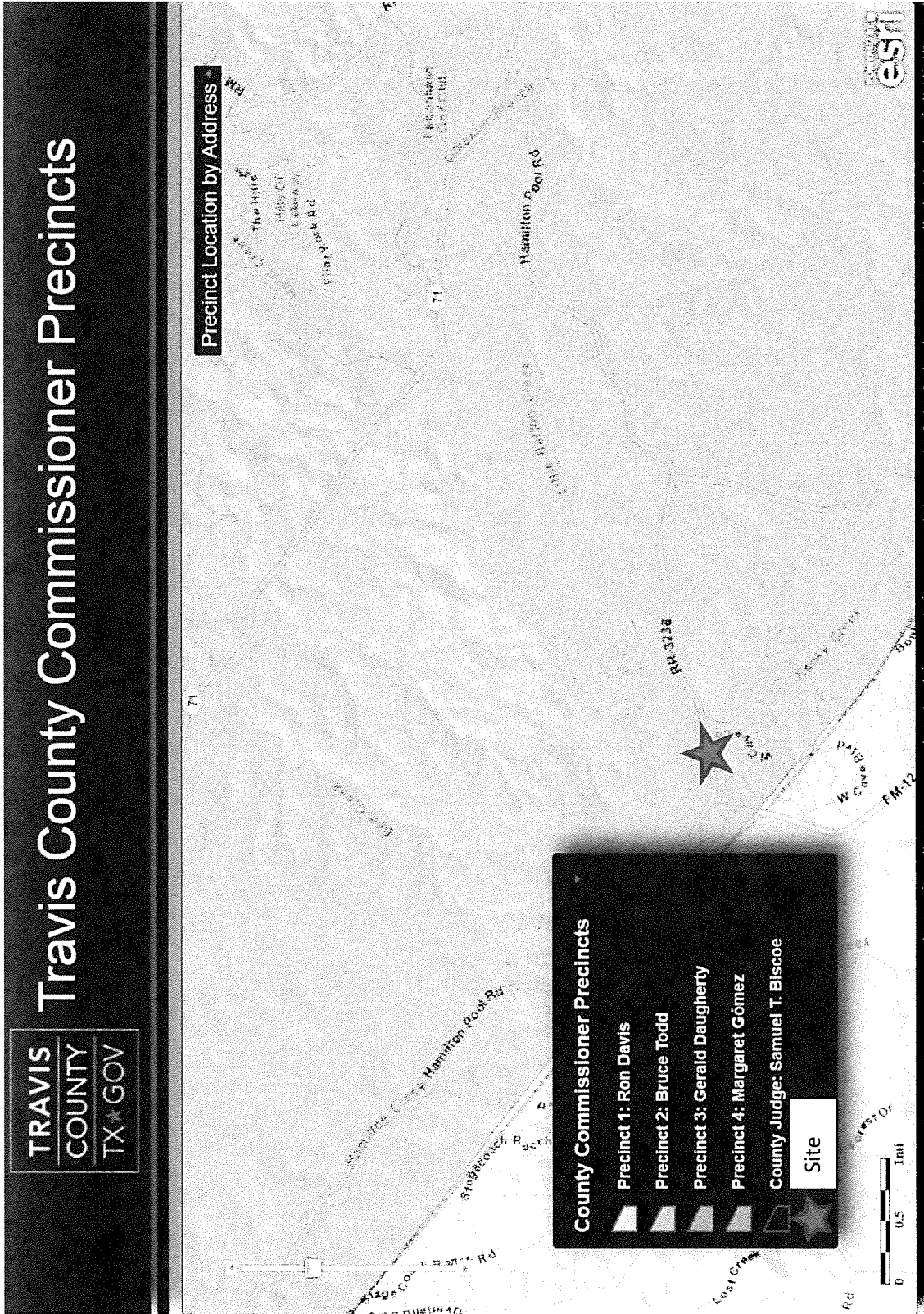
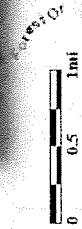
Travis County Commissioner Precincts

Precinct Location by Address

County Commissioner Precincts

- Precinct 1: Ron Davis
- Precinct 2: Bruce Todd
- Precinct 3: Gerald Daugherty
- Precinct 4: Margaret Gómez
- County Judge: Samuel T. Biscoe

Site





Travis County Commissioners Court Agenda Request

Meeting Date: August 13, 2013

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

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

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

Sponsoring Court Member: Commissioner Todd, Precinct Two

AGENDA LANGUAGE:

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

- A) The acceptance of the dedication of the public street and drainage facilities within River Dance, Phase Seven-A; and
- B) A proposed license agreement with Steiner Ranch Master Association, Inc for improvements within the right-of-way of River Dance, Phase Seven-A.

BACKGROUND/SUMMARY OF REQUEST:

The River Dance, Phase Seven-A was recorded on November 29, 2007 at Document #200700356. This subdivision has been inspected for conformance with approved plans and specifications as listed. It will be accepted under the regulations of the Standards for Construction of Streets and Drainage in Subdivisions approved by Commissioners Court August 28, 1997, in which the subdivision is accepted before the one-year performance period has ended.

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

River Dance, Phase Seven-A is accessed from an already accepted/maintained section of Mediterra Point, a street dedicated through River Dance, Phase Six-A. This action will add an overall total of 0.71 miles to the Travis County road system.

The applicant also requests to enter into a license agreement for the subject subdivision. The agreement will cover improvements in the right-of-ways of Summer Alcove Way, Mediterra Point, and Emerald Ridge Drive. The covered improvements do not reduce sight distance conditions or place unacceptable hazards in the clear recovery zone.

STAFF RECOMMENDATIONS:

TNR staff recommends approval of the proposed motions.

ISSUES AND OPPORTUNITIES:

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

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A.

EXHIBITS/ATTACHMENTS:

- TNR Approval Letter
- Lists of Street
- Requirements for Approval
- RAS Letter
- License Agreement
- Location 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 and Long Range Planning	(512) 854-7561

CC:

Charles Allen	Inspector	Development Services and Long Range Planning	(512) 854-3314
Stacey Scheffel	Program Manager	TNR Permits	(512) 854-7565

SM:AB:ps

1101 - Development Services Long Range Planning- River Dance, Phase Seven-A



TRANSPORTATION AND NATURAL RESOURCES

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

700 Lavaca Street
Travis County Administration Building
P.O. Box 1748
Austin, Texas 78767
tel 512-854-9383
fax 512-854-4649

APPROVAL OF CONSTRUCTION

DATE: July 30, 2013

DEVELOPER:

Taylor Woodrow, Inc.
805 Las Cimas Pkwy., #150
Austin, TX 78746

ENGINEER:

Loomis Austin
Andy Hollon, P. E.
3101 Bee Cave Rd., #100
Austin, TX 78746

SUBJECT: River Dance, Phase Seven A

Effective this date, street and drainage construction within this project appears to be in conformance with the approved construction documents. Once approved by Commissioners Court, this construction will start a one (1) year Performance Period. Prior to the end of this period, Travis County will inspect the streets and/or drainage construction to determine if the subdivision appears to be in a condition substantially equal to that at the beginning of the Performance Period. If not, the developer/owner shall take corrective actions, which are acceptable to the County.

The developer is required to maintain Performance Period fiscal of 10% of the actual street and drainage cost, until the end of the Performance Period, plus 100% of the un-constructed residential sidewalks. Sidewalk fiscal will remain until they are constructed and have a positive inspection by a Registered Accessibility Specialist.

All items have been received

BY: Don W. Ward 7/31/13
TNR Assistant Public Works Director – Road & Bridge Division – Don W. Ward, P.E.

Charles Allen
TNR Construction Inspector – Charles Allen

Paul Scoggins 7/31/13
TNR Engineering Specialist – Paul Scoggins

1102 fiscal file

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE



SUBDIVISION
Mapsco No. 521N/S

River Dance, Phase Seven-A

Pct.# 2
Atlas No. k-05

RECORDED AT DOCUMENT #200800356 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY - 11/29/2007

THIS SUBDIVISION CONTAINS 4 STREETS AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	ROW	TYPE OF WIDTH OF		CURB & GUTTER
						PVMNT	PVMNT	
1	Summer Alcove Way	Southern cul-de-sac w/60' radius north to cul-de-sac w/60' radius	1224	0.23	50	HMAC	28' F-F	YES
2	Emerald Ridge Drive	Summer Alcove Way east to SE corner of Lot 10, Blk J	1386	0.26	50	HMAC	28' F-F	YES
3	Mediterra Point	Emerald Ridge Drive north to NE corner of Lot 16, Blk H	644	0.12	56	HMAC	36' F-F	YES
4	Mediterra Place	Mediterra Point east to cul-de-sac w/60' radius	520	0.10	50	HMAC	28' F-F	YES
Total Footage/Mileage			3774	0.71				

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 90

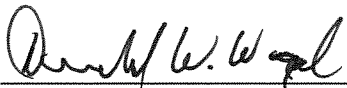
N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1-4

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-4 TOTALING THE TRAVIS COUNTY COMMISSIONERS COURT IN PRECINCT TWO.

0.71 MILES BE ACCEPTED BY

13-Aug-13
DATE

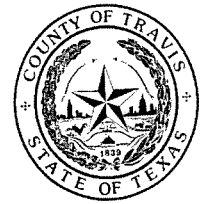
 7/31/13
Donald W. Ward, PE
Assistant Public Works Director -
Road and Bridge Division

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

DATE APPROVED BY COMMISSIONERS COURT

TRANSPORTATION AND NATURAL RESOURCES

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



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

**“RIVER DANCE, PHASE SEVEN-A”
REQUIREMENTS FOR APPROVAL OF CONSTRUCTION
PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS AND
DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997**

- 4/08/13 1. Professional Engineer’s certification of quantities of work completed (**Engineer’s Concurrence Letter**). § 82.401(c)(1)(A) § 82.604(c)(2)
- 4/08/13 2. Construction Summary Report, if in COA ETJ, **signed** by COA inspector. §82.604(c)(1)
- 4/08/13 3. Contractor’s (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- 4/08/13 4. Reproducible Plans, certified as **“Record Drawings”** or **“As Built”**, by the Owner’s Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303] and accompanying Stop Sign Warrants sheets for each sign.
- 2/14/11 5. Performance Period Fiscal for 10% of the actual construction cost of street and drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. And must be posted by owner/developer. § 82.604(c)(4)
- NA 6. **If applicable**, a copy of the Conditional Letter of Map Amendment or Revision from FEMA to begin Performance Period and the completed Letter of Map Revision (LOMR) to accept streets for maintenance. § 82.604(c)(5)
- 4/08/13 7. A detailed letter from a **Registered Accessibility Specialist** approving sidewalk construction, within the subdivision. Plan approval required at time of issuance of Basic Development Permit. Substantial compliance (inspection) required before any reduction of sidewalk fiscal. § 82.202, 203, 204
- 7/31/13 8. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds, and sidewalks). § 82.401(c)(2)(C) **Road Maintenance will have to approve const. before recommending acceptance to Commissioners Court.**
- 4/08/13 9. Approval of other agencies and/or cities, **if in their ETJ**; Municipal or other Utility Districts.
- 7/22/13 10. License Agreement (**If there are private improvements in Public ROW.**)

FOURTH AMENDMENT TO LICENSE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Fourth Amendment to License Agreement (the “Fourth Amendment”) is entered into effective as of the _____ day of _____, 2013, (the “Effective Date”) by and between Travis County, Texas, a duly organized county and political subdivision of the State of Texas, (the “COUNTY”) and the Steiner Ranch Master Association, Inc., a Texas non-profit corporation, (the “ASSOCIATION”), hereinafter collectively referred to as the “Parties”.

RECITALS

WHEREAS, the Parties entered into that certain License Agreement dated as of January 27, 2009 and recorded February 19, 2009 as Document No. 2009024711 in the Official Public Records of Travis County, Texas, (the “License Agreement”) whereby the COUNTY granted the ASSOCIATION a license to use those portions of the rights of way of roads dedicated to the Public and located in River Dance Phase 3, a subdivision located in Travis County, being more particularly described at Document # 200600133 in the Official Public Records of Travis County as defined in the License Agreement as the “Licensed Property”; and

WHEREAS, pursuant to the License Agreement, the COUNTY granted the ASSOCIATION permission to install, maintain and repair certain landscaping and improvements, including custom street signs and retaining walls or tree wells (defined in the License Agreement as the “Improvements”) in the Licensed Property upon the terms and conditions set forth in the License Agreement; and

WHEREAS, the ASSOCIATION has requested and the COUNTY has agreed to expand the Licensed Property to include portions of the rights of way of roads dedicated to the Public and located in River Dance Phase Seven-A, a subdivision located in Travis County, being more particularly described in that certain plat as recorded at Document # 200700356; and

WHEREAS, the ASSOCIATION has requested and the COUNTY has agreed to grant the ASSOCIATION a license to construct, install and maintain such custom street signs and tree wells as the Association deems advisable in the “Non-Vehicular Portions” (as defined below) of the right of way (the “Right of Way”) of any road dedicated to the Public (each such road shall be defined herein as a “Dedicated Road” and all such roads shall be referred to herein collectively as the “Dedicated Roads”) on the River Dance Phase Seven-A plat; and

WHEREAS, the Parties desire to amend the License Agreement to (i) modify the definition of Subdivision to include the River Dance Phase Seven-A plat; (ii) expand the definition of “Licensed Property” as set forth below; and (iii) modify the definition of “Improvements” to include the “Additional Improvements” (as defined below), all as set forth below.

NOW, THEREFORE, for no additional Security Deposit, the Parties agree that the License Agreement is amended as follows:

1. The definition of "Subdivision" is hereby amended to include River Dance Phase Seven-A plat, the location and configuration of which are shown on Exhibit "A" attached hereto and made a part hereof for all purposes. From and after the Effective Date, the License Agreement shall be deemed to include Exhibit "A" attached to this Fourth Amendment.

2. The definition of "Improvements" is hereby modified to include such custom street signs and/or tree wells as the ASSOCIATION deems to be appropriate for the development of the Subdivision (the "Additional Improvements") as well as the existing improvements installed by the ASSOCIATION in the Licensed Property pursuant to the terms and conditions of the License Agreement prior to the Effective Date.

3. The Licensed Property is hereby amended to include the property shown on Exhibit "A" attached to the License Agreement as well as the Non-Vehicular Portions of the Right of Way of all Dedicated Roads in the Subdivisions. As used herein, the term "Non-Vehicular Portions" shall mean the unpaved portion of the Right of Way for each Dedicated Road.

4. Paragraph 1 of the License Agreement is hereby modified to read as follows:

"Subject to the conditions in this Agreement and to the extent of the right, title, and interest of the COUNTY in and to the Licensed Property and without any express or implied warranties, the COUNTY grants to the ASSOCIATION permission to use the Licensed Property to construct, maintain and repair the Improvements in the Licensed Property; provided, however, that any custom street signs and/or tree wells installed by the ASSOCIATION in the Licensed Property as the ASSOCIATION deems advisable in the "Non-Vehicular Portions" (as defined below) of the right of way (the "Right of Way") of any road dedicated to the Public."

5. Words and phrases having defined meanings in the License Agreement shall have the same meaning in this Fourth Amendment unless expressly modified in this Fourth Amendment. All references to the License Agreement from and after the Effective Date shall be to the License Agreement as modified by this Fourth Amendment.

6. This Fourth Amendment may be executed in any number of counterparts, each of which so executed shall be deemed original; such counterparts together shall constitute but one agreement.

7. The Parties ratify and affirm the License Agreement in all respects as amended by this Fourth Amendment.

IN WITNESS WHEREOF, the Parties have executed this Fourth Amendment on the dates of the acknowledgments set forth below to be effective as of the Effective Date.

STEINER RANCH MASTER ASSOCIATION,
INC., a Texas non-profit corporation

By: ARA
Name: Adib R. Khoury
Title: President
Authorized Representative

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe, County Judge

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of _____, 2013, by Samuel T. Biscoe, County Judge of Travis County, Texas, a duly organized county and political subdivision of the State of Texas, on behalf of said County.

(Seal)

Notary Public in and for the State of Texas

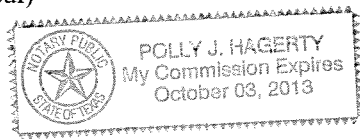
Printed/Typed Name

My commission expires: _____

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 19th day of July, 2013, by Adib R. Khoury, President of the Steiner Ranch Master Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

(Seal)



Polly J. Hagerty
Notary Public in and for the State of Texas

Polly J. Hagerty
Printed/Typed Name

My commission expires: 10.3.13

ADDRESS OF ASSOCIATION:

Steiner Ranch Master Association, Inc.
Attn: Mr. Scott Selman
12550 Country Trails Lane
Austin, Texas 78732
Phone: 266-7553

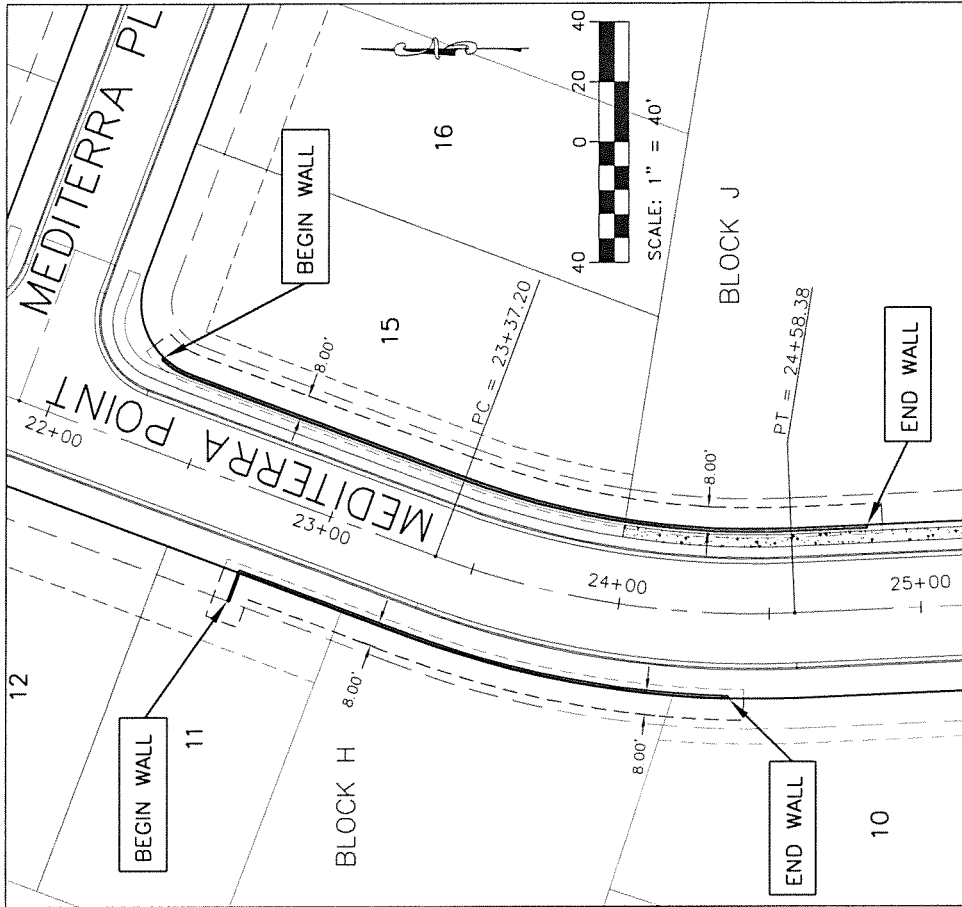
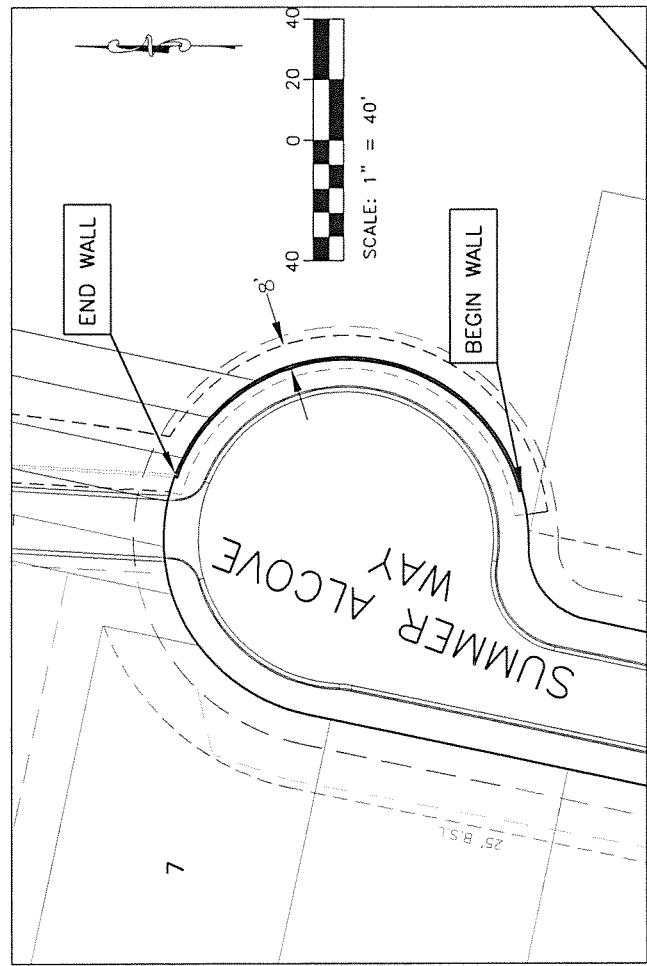
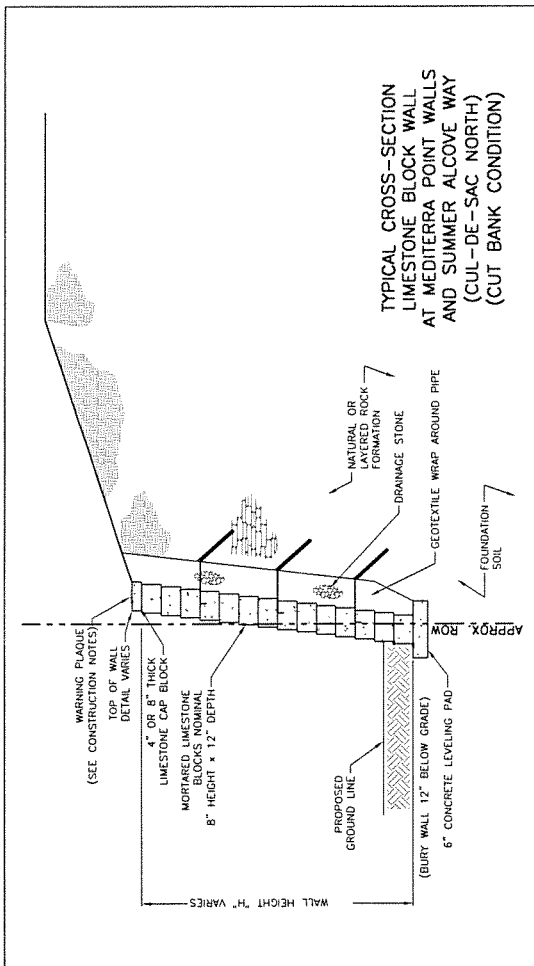


EXHIBIT A
RIVER DANCE 7A AT STEINER RANCH
MEDITERRA POINT & SUMMER ALCOVE WAY
RETAINING WALLS
 1 OF 1

LOOMIS
AUSTIN
 ENGINEERING, LAND SURVEYING &
 ENVIRONMENTAL CONSULTING
 3105 Bee Cave Road • Suite 223 • Austin, Texas 78746
 Phone: (512) 327-1188 • Fax: (512) 327-4862 • www.loomisusa.com

RETAINING WALL DESIGNED BY
 CAREY M. WITT, P.E.
 CITY OF AUSTIN
 CASE # CSJ-99-01110.03.7B



Tract 1 ~ 0.012 ac. (535 Sq. Ft.)
Tract 2 ~ 0.018 ac. (763 Sq. Ft.)
W.B. Royal Sur. No. 75, A-666
Travis County, Texas

LAI Job No.060711

FN0914(kls)
Page 1 of 4

FIELD NOTES DESCRIPTION

DESCRIPTION OF 0.030 ACRE (1298 SQ. FT.) OF LAND IN THE W.B. ROYAL SURVEY NO. 75, A-666, TRAVIS COUNTY, TEXAS; BEING A PORTION OF THE MEDITERRA POINT RIGHT-OF-WAY, RIVER DANCE, PHASE SEVEN-A, A SUBDIVISION ACCORDING TO THE PLAT OF RECORD IN DOCUMENT NO. 200700356, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.030 ACRE TRACT OF LAND, AS SURVEYED BY LOOMIS AUSTIN, INC. AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED AS TRACT 1 AND TRACT 2 BY METES AND BOUNDS AS FOLLOWS:

TRACT 1 – 0.012 ACRES (535 Sq. Ft.)

BEGINNING at a ½-inch iron rod with plastic cap stamped “LAI” previously set in the west right-of-way line of said Mediterra Point, for the northeast corner of Lot 10, Block H, said River Dance, Phase Seven-A, same being the southeast corner of Lot 23, Block H, said River Dance, Phase Seven-A, for a point of curvature and the **POINT OF BEGINNING** of the tract described herein;

THENCE with the west right-of-way line of Mediterra Point, same being the east line of said Lot 10, said Lot 23, and Lot 11, Block H, said River Dance, Phase Seven-A, the following two (2) courses and distances:

1. with the arc of a curve to the right, having a radius of 328.00 feet, an arc distance of 91.11 feet and a chord of which bears N 12° 41’ 15” E, a distance of 90.81 feet to a ½-inch iron rod with plastic cap stamped “LAI” previously set for a point of tangency, and
2. N 20° 38’ 41” E, passing at a distance of 22.85 feet a ½-inch iron rod with plastic cap stamped “LAI” previously set for the east corner of said Lot 23, same being the southeast corner of said Lot 11 and continuing for a total distance of 64.26 feet to a calculated point for the northwest corner of the tract described herein, from which a ½-inch iron rod with plastic cap stamped “LAI” previously set for the northeast corner of said Lot 11 bears N 20° 38’ 41” E, 20.09 feet;

THENCE crossing the said Mediterra Point right-of-way, the following four (4) courses and distances:

1. S 69° 21’ 19” E, a distance of 3.00 feet to a calculated point for the northeast corner of the tract described herein,
2. S 20° 38’ 41” W, a distance of 64.26 feet to a calculated point of curvature,
3. with the arc of a curve to the left, having a radius of 325.00 feet, an arc distance of 113.41 feet and a chord of which bears S 10° 38’ 53” W, a distance of 112.83 feet to a calculated point for the southeast corner of the tract described herein, and
4. N 89° 27’ 19” W, a distance of 3.00 feet to a calculated point in the west right-of-way line of said Mediterra Point, same being the east line of said Lot 10, for a point of curvature and for the southwest corner of the tract described herein;

THENCE with the arc of a curve to the right, having a radius of 328.00 feet, an arc distance of 23.35 feet and a chord of which bears N 02° 41’ 26” E, a distance of 23.35 feet the **POINT OF BEGINNING** and containing 0.012 acres of land, more or less.

Tract 1 ~ 0.012 ac. (535 Sq. Ft.)
Tract 2 ~ 0.018 ac. (763 Sq. Ft.)
W.B. Royal Sur. No. 75, A-666
Travis County, Texas

LAI Job No.060711

FN0914(kls)
Page 2 of 4

TRACT 2 – 0.018 ACRES (763 Sq. Ft.)

BEGINNING at a ½-inch iron rod with plastic cap stamped “LAI” previously set in the east right-of-way line of said Mediterra Point, for the northwest corner of Lot 91, Block J, said River Dance, Phase Seven-A, same being the southwest corner of Lot 15, Block J, said River Dance, Phase Seven-A, for a point of curvature and the **POINT OF BEGINNING** of the tract described herein;

THENCE with the east right-of-way line of Mediterra Point, same being the west line of said Lot 91, the following two (2) courses and distances:

1. with the arc of a curve to the left, having a radius of 272.00 feet, an arc distance of 54.92 feet and a chord of which bears S 03° 17' 13" W, a distance of 54.83 feet to a ½-inch iron rod with plastic cap stamped “LAI” previously set for a point of tangency, and
2. S 02° 29' 52" E, a distance of 30.18 feet to a calculated point for the southeast corner of the tract described herein, from which a ½-inch iron rod with plastic cap stamped “LAI” previously set in the east right-of-way line of Mediterra Point, same being the west line of said Lot 91 bears S 02° 29' 52" E, 44.65 feet;

THENCE crossing the said Mediterra Point right-of-way, the following six (6) courses and distances:

1. S 87° 30' 04" W, a distance of 3.00 feet to a calculated point for the southwest corner of the tract described herein,
2. N 02° 29' 52" W, a distance of 30.18 feet to a calculated point of curvature,
3. with the arc of a curve to the right, having a radius of 275.00 feet, an arc distance of 111.11 feet and a chord of which bears N 09° 04' 36" E, a distance of 110.35 feet to a calculated point of tangency,
4. N 20° 38' 41" E, a distance of 97.41 feet to a calculated point of curvature,
5. with the arc of a curve to the right, having a radius of 28.00 feet, an arc distance of 17.12 feet and a chord of which bears N 38° 09' 51" E, a distance of 16.86 feet to a calculated point for the north corner of the tract described herein, and
6. S 36° 26' 43" E, a distance of 3.00 feet to a calculated point of curvature in the east right-of-way line of Mediterra Point and the west line of said Lot 15, for the northeast corner of the tract described herein;

THENCE with the east right-of-way line of Mediterra Point, same being the west line of said Lot 15 and said Lot 91, the following three (3) courses and distances:

1. with the arc of a curve to the left, having a radius of 25.00 feet, an arc distance of 15.40 feet and a chord of which bears S 38° 17' 31" W, a distance of 15.16 feet to a ½-inch iron rod with plastic cap stamped “LAI” previously set for a point of tangency,
2. S 20° 38' 41" W, a distance of 97.44 feet to a ½-inch iron rod with plastic cap stamped “LAI” previously set for a point of curvature, and

Tract 1 ~ 0.012 ac. (535 Sq. Ft.)
Tract 2 ~ 0.018 ac. (763 Sq. Ft.)
W.B. Royal Sur. No. 75, A-666
Travis County, Texas

LAI Job No.060711

FN0914(kls)
Page 3 of 4

3. with the arc of a curve to the left, having a radius of 272.00 feet, an arc distance of 54.94 feet and a chord of which bears S 14° 51' 29" W, a distance of 54.85 feet to the **POINT OF BEGINNING** and containing 0.018 acres of land, more or less.

BEARING BASIS: Horizontal Control for this project is based on Carter & Burgess, Inc. control points for the Steiner Ranch Development.

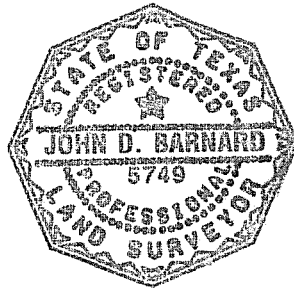
LAI WORD FILE: FN0914(kls)


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

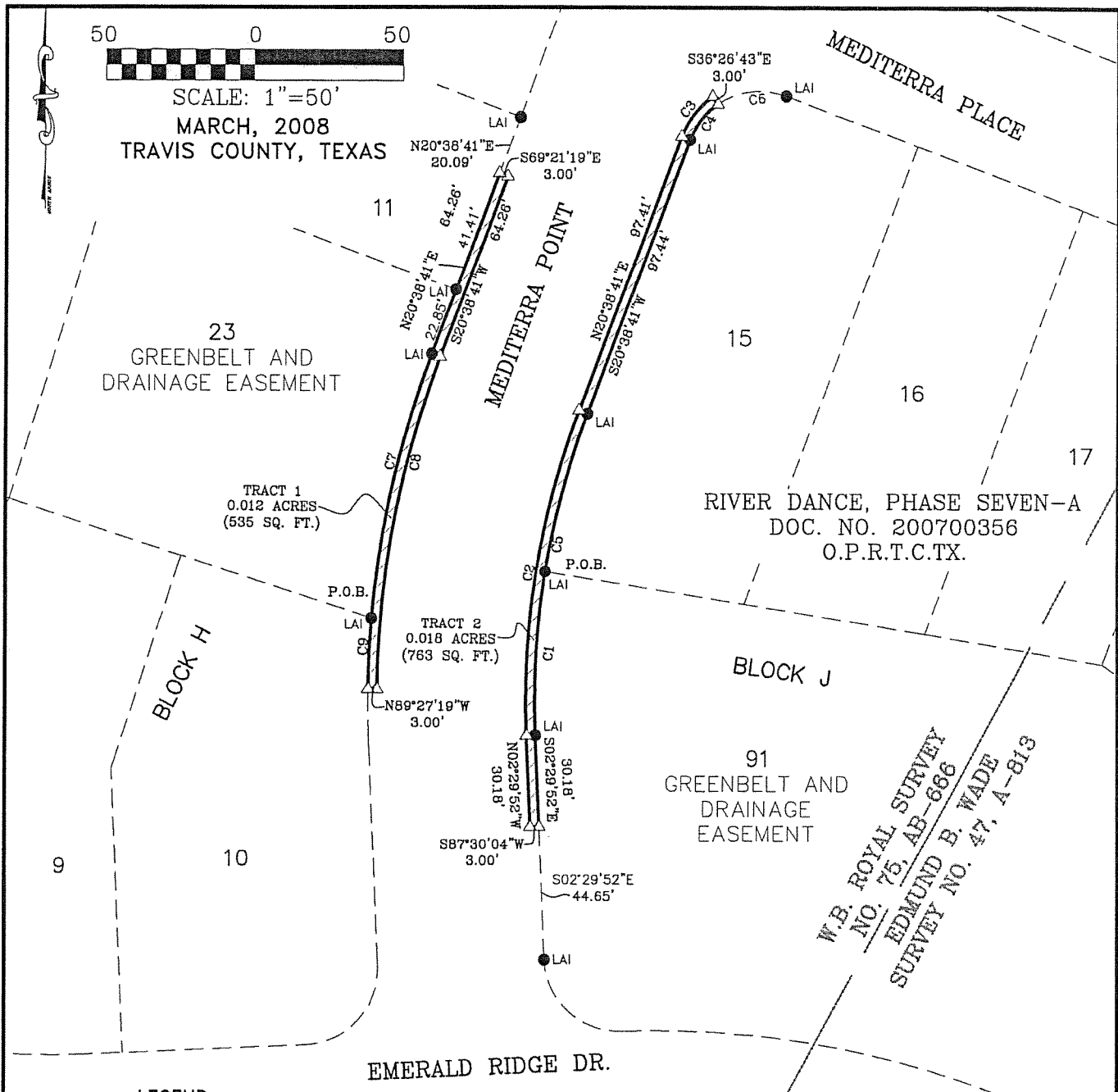
That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the month of July, 2007, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas on this 12th of June 2008 A.D.

Loomis Austin, Inc.
Austin, Texas 78746




John D. Barnard
Registered Professional Land Surveyor
No. 5749, State of Texas



LEGEND

- LAI 1/2" IRON ROD W/ PLASTIC CAP STAMPED "LAI" PREVIOUSLY SET
- △ CALCULATED POINT
- P.O.B. POINT OF BEGINNING
- O.P.R.T.C.TX. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

BEARING BASIS:
 HORIZONTAL CONTROL FOR THIS PROJECT IS BASED ON CARTER & BURGESS, INC. CONTROL POINTS FOR THE STEINER RANCH DEVELOPMENT.

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	272.00'	54.92'	S 03°17'13" W	54.83'
C2	275.00'	111.11'	N 09°04'36" E	110.35'
C3	28.00'	17.12'	N 38°09'51" E	16.86'
C4	25.00'	15.40'	S 38°17'31" W	15.16'
C5	272.00'	54.94'	S 14°51'29" W	54.85'
C6	25.00'	23.87'	N 83°17'31" E	22.97'
C7	328.00'	91.11'	N 12°41'15" E	90.81'
C8	325.00'	113.41'	S 10°38'53" W	112.83'
C9	328.00'	23.35'	N 02°41'26" E	23.35'

LOOMIS AUSTIN ENGINEERING, LAND SURVEYING & ENVIRONMENTAL CONSULTING
 3101 Bee Caves Road, Suite 100; Austin Texas 78746
 Phone: (512) 327-1180; Fax: (512) 327-4062; www.loomis-austin.com

SKETCH TO ACCOMPANY FIELD NOTES
 FN914(kls)

0.014 ac. (622 Sq. Ft.)
Wm. Bradford Sur. No. 48, A-91
Travis County, Texas

LAI Job No.060711
FN0915(kls)
Page 1 of 3

FIELD NOTES DESCRIPTION

DESCRIPTION OF 0.014 ACRE (622 SQ. FT.) OF LAND IN THE WM. BRADFORD SURVEY NO. 48, A-91, TRAVIS COUNTY, TEXAS; BEING A PORTION OF THE SUMMER ALCOVE WAY RIGHT-OF-WAY, RIVER DANCE, PHASE SEVEN-A, A SUBDIVISION ACCORDING TO THE PLAT OF RECORD IN DOCUMENT NO. 200700356, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.014 ACRE TRACT OF LAND, AS SURVEYED BY LOOMIS AUSTIN, INC. AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a mag nail found for a re-entrant corner of said River Dance, Phase Seven A, same being an interior corner of Lot 75, Block C, River Dance Phase 3, a subdivision according to the plat of record in Document No. 200600133, Official Public Records of Travis County, Texas, and being the northwest corner of Lot 23, Block H, said River Dance, Phase Seven-A and the east corner of Lot 1, Block W, said River Dance, Phase Seven-A;

THENCE S 12° 00' 17" W, with the east line of said Lot 1, same being the west line of said Lot 23, a distance of 217.92 feet to a ½-inch iron rod with plastic cap stamped "LAI" previously set in the east right-of-way line of said Summer Alcove Way for the southeast corner of said Lot 1 and for a point of curvature and **POINT OF BEGINNING** of the tract described herein;

THENCE with the arc of a curve to the right, having a radius of 60.00 feet, an arc distance of 117.08 feet and a chord of which bears S 26° 30' 38" W, a distance of 99.37 feet to a calculated point for the southern south corner of the tract described herein;

THENCE crossing the Summer Alcove Way right-of-way, the following three (3) courses and distances:

1. N 07° 35' 22" W, a distance of 3.90 feet to a calculated point for a point of curvature and for the southern north corner of the tract described herein,
2. with the arc of a curve to the left, having a radius of 56.10 feet, an arc distance of 154.17 feet and a chord of which bears N 03° 40' 53" E, a distance of 110.04 feet to a calculated point for the northern south corner of the tract described herein, and
3. N 14° 57' 08" E, a distance of 3.90 feet to a calculated point in the east right-of-way line of Summer Alcove Way, same being the south line of Lot 3, said Block H, for a point of curvature and for the northern north corner of the tract described herein;

THENCE with the south line of said Lot 3, Lot 2, said Block H, and said Lot 1, with the arc of a curve to the right, having a radius of 60.00 feet, passing at an arc distance of 12.10 feet a ½-inch iron rod with plastic cap stamped "LAI" previously set for the southeast corner of said Lot 3, same being the southwest corner of said Lot 2, passing at an arc distance of 28.35 feet a ½-inch iron rod with plastic cap stamped "LAI" previously set for the southeast corner of said Lot 2, same being the southwest corner of said Lot 1 and continuing for a total arc distance of 47.81 feet and a chord of which bears S 52° 13' 07" E, a distance of 46.56 feet the **POINT OF BEGINNING** and containing 0.014 acres of land, more or less.

0.014 ac. (622 Sq. Ft.)
Wm. Bradford Sur. No. 48, A-91
Travis County, Texas

LAI Job No.060711
FN0915(kls)
Page 2 of 3

BEARING BASIS: Horizontal Control for this project is based on Carter & Burgess, Inc. control points for the Steiner Ranch Development.

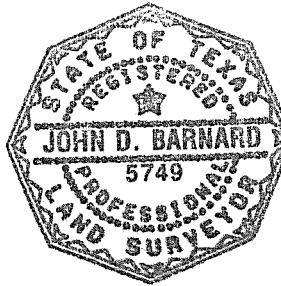
LAI WORD FILE: FN0915(kls)

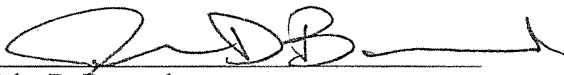
THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

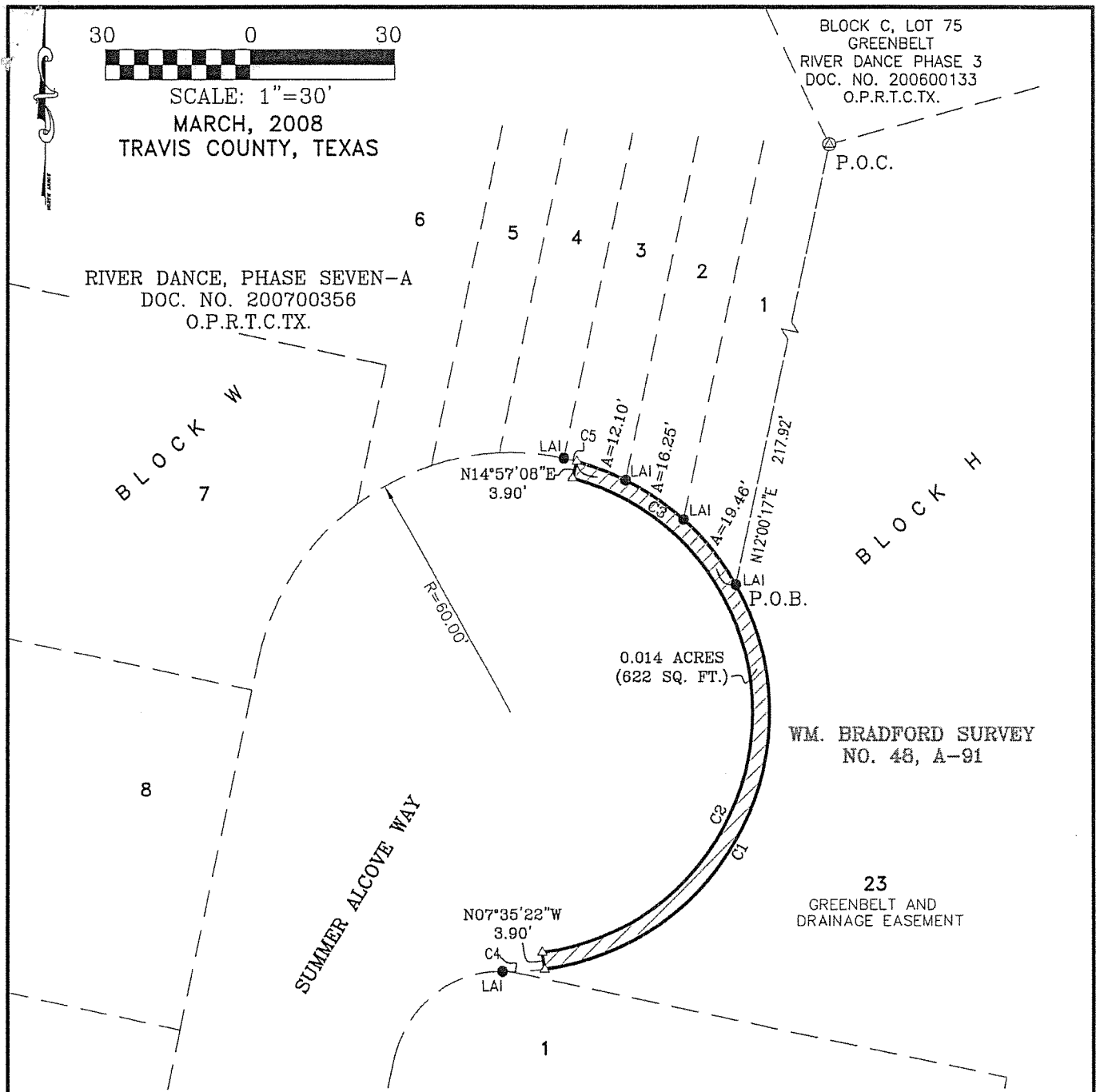
That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the month of July, 2007, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas on this 17th of June 2008 A.D.

Loomis Austin, Inc.
Austin, Texas 78746




John D. Barnard
Registered Professional Land Surveyor
No. 5749, State of Texas



SCALE: 1"=30'
MARCH, 2008
TRAVIS COUNTY, TEXAS

BLOCK C, LOT 75
GREENBELT
RIVER DANCE PHASE 3
DOC. NO. 200600133
O.P.R.T.C.TX.

RIVER DANCE, PHASE SEVEN-A
DOC. NO. 200700356
O.P.R.T.C.TX.

BLOCK W
7

BLOCK H

8

SUMMER ALCOVE WAY

WM. BRADFORD SURVEY
NO. 48, A-91

23
GREENBELT AND
DRAINAGE EASEMENT

LEGEND

- ⊙ MAG NAIL FOUND
- LAI 1/2" IRON ROD W/ PLASTIC CAP STAMPED "LAI" PREVIOUSLY SET
- △ CALCULATED POINT
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- O.P.R.T.C.TX. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

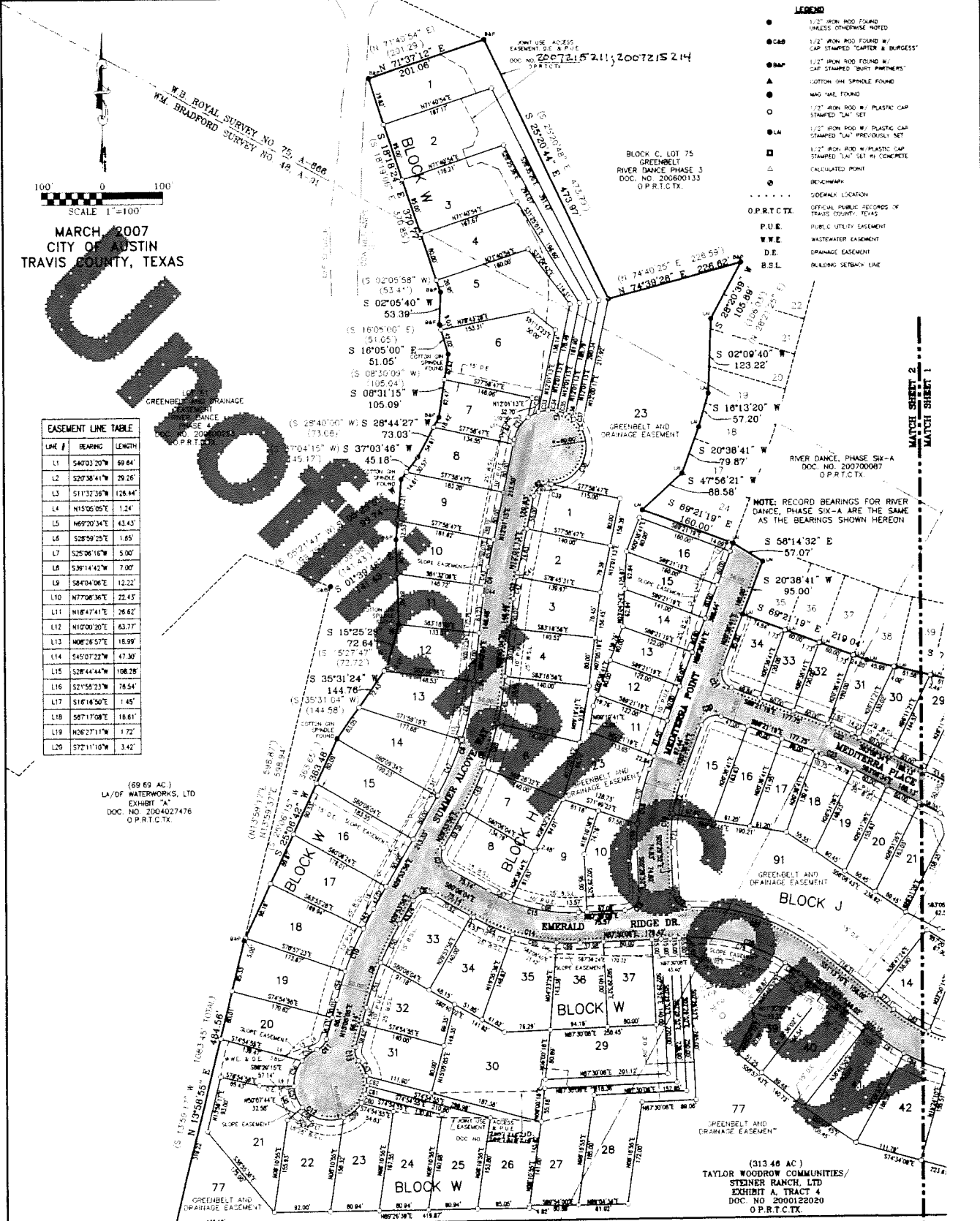
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	60.00'	117.08'	S 26°30'38" W	99.37'
C2	56.10'	154.17'	N 03°40'53" E	110.04'
C3	60.00'	47.81'	S 52°13'07" E	46.56'
C4	60.00'	9.89'	S 87°08'00" W	9.88'
C5	60.00'	3.07'	N 76°30'50" W	3.07'

BEARING BASIS:
HORIZONTAL CONTROL FOR THIS PROJECT
IS BASED ON CARTER & BURGESS, INC.
CONTROL POINTS FOR THE STEINER RANCH
DEVELOPMENT.

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SKETCH TO ACCOMPANY
FIELD NOTES
FN915(ks)

PHOTOGRAPHIC MYLAR #119.00 11-29-2007 200700356



- LEGEND**
- 1/2" IRON ROD FOUND UNLESS OTHERWISE NOTED
 - CAB 1/2" IRON ROD FOUND W/ CAP STAMPED "CARRIER & BURGESST"
 - BAP 1/2" IRON ROD FOUND W/ CAP STAMPED "BURY PATTERNIST"
 - ▲ COTTON OIL SPINDLE FOUND
 - MAG. NAIL FOUND
 - 1/2" IRON ROD W/ PLASTIC CAP STAMPED "LAT SET"
 - LW 1/2" IRON ROD W/ PLASTIC CAP STAMPED "LAT PREVIOUSLY SET"
 - 1/2" IRON ROD W/ PLASTIC CAP STAMPED "LAT SET #1 CONCRETE"
 - △ CALCULATED POINT
 - △ BENCHMARK
 - SIDEWALK LOCATION
 - OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
 - P.U.E. PUBLIC UTILITY EASEMENT
 - W.W.E. WASTEWATER EASEMENT
 - D.E. DRAINAGE EASEMENT
 - B.S.L. BUILDING SETBACK LINE

EASEMENT LINE TABLE

LINE #	BEARING	LENGTH
L1	S40°03'20"W	69.64'
L2	S20°30'41"W	29.26'
L3	S11°32'36"W	128.44'
L4	N15°05'05"E	1.24'
L5	N69°20'34"E	43.43'
L6	S28°59'25"E	1.65'
L7	S25°06'16"W	5.00'
L8	S36°14'42"W	7.00'
L9	S84°04'06"E	12.22'
L10	N77°08'36"E	22.43'
L11	N18°47'41"E	26.62'
L12	N10°00'20"E	63.77'
L13	N08°26'57"E	18.99'
L14	S45°07'22"W	47.30'
L15	S28°44'44"W	108.28'
L16	S21°50'23"W	78.54'
L17	S16°18'50"E	1.45'
L18	S67°17'08"E	18.61'
L19	N26°27'11"W	1.72'
L20	S72°11'10"W	3.42'

FILE: H:\SURVEY\STENER RANCH SUBDIVISION-PHASE-7\FINAL\7A.DWG
DATE: 08-03-2007 DRAWN BY: K. SCHREIBER
SCALE: 1"=100' CHECKED BY: J.D. BARNARD
JOB #: 060711 T.P.B. # 247 DWG # 7A-DRAW-FINAL.DWG

NO.	REVISION	BY	DATE

LOOMIS ENGINEERING, LAND SURVEYING & ENVIRONMENTAL CONSULTING

3103 Bee Caves Road, Suite 225, Austin Texas 78746 (512) 327-1180
Phone: (512) 327-1180; Fax: (512) 327-4062; www.loomis.com

CASE NO. C8J-99-0110.03.7A

RIVER DANCE, PHASE SEVEN-A

SHEET 1 OF 4

200700356

PHOTOGRAPHIC MYLAR

RIVER DANCE, PHASE SEVEN-A

THE STATE OF TEXAS)
THE COUNTY OF TRAVIS)

KNOW ALL MEN BY THESE PRESENTS:
THAT TAYLOR WOODROW COMMUNITIES/STEINER RANCH, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, BY AND THROUGH JAMES D. PLASEK, VICE-PRESIDENT, BEING THE OWNER OF THAT CERTAIN 39.961 ACRES OF LAND IN THE EDWARD B. WADE SURVEY NO. 47, A-813 AND THE WM. BRADFORD SURVEY NO. 48, A-48, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 313.46 ACRE TRACT DESCRIBED AS EXHIBIT 7A, TRACT IV, IN A DEED TO SAID TAYLOR WOODROW COMMUNITIES/STEINER RANCH, L.L.C. DATED AUGUST 02, 2000, OF RECORD IN DOCUMENT NO. 2000122020, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID 39.961 ACRE TRACT IN ACCORDANCE WITH THE ATTACHED PLAT, TO BE KNOWN AS "RIVER DANCE, PHASE SEVEN-A", AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS HEREON, SUBJECT TO ANY EASEMENTS PREVIOUSLY GRANTED BUT NOT RELEASED, PURSUANT TO CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE AND TITLE 30 OF THE AUSTIN CITY CODE.

IN WITNESS WHEREOF, TAYLOR WOODROW COMMUNITIES/STEINER RANCH, L.L.C. HAVE CAUSED THESE PRESENTS TO BE EXECUTED THIS 9th DAY OF October, 2007, A.D.

TAYLOR WOODROW COMMUNITIES/STEINER RANCH, L.L.C., A TEXAS LIMITED LIABILITY COMPANY PARTNER, TWO/STEINER RANCH, L.L.C., A TEXAS LIMITED LIABILITY COMPANY

JAMES D. PLASEK, PRESIDENT
TWO/STEINER RANCH, L.L.C.
805 LAS CAVES ROAD, SUITE 350
AUSTIN, TEXAS 78746
PHONE: (512) 327-7968 FAX: (512) 327-7966

THE STATE OF TEXAS)
THE COUNTY OF TRAVIS)

KNOW ALL MEN BY THESE PRESENTS:
BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, THIS DAY PERSONALLY APPEARED JAMES D. PLASEK, KNOWN TO ME TO BE THE PERSON WHO HAS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE SIGNED SAID INSTRUMENT FOR THE PURPOSE AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THE 9th DAY OF October, 2007, A.D.

Trish Lee
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

COMMISSION EXPIRES ON September 06, 2010
805 Las Cimas Parkway, Ste 350, Austin, Texas 78746
PRINTED ADDRESS OF NOTARY

SURVEYOR'S STATEMENT:
I, JOHN D. BARNARD, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I AM AUTHORIZED TO PRACTICE THE PROFESSION OF LAND SURVEYING IN THE STATE OF TEXAS, THAT I HAVE PREPARED THE PLAT SUBMITTED HEREWITH, THAT ALL INFORMATION SHOWN THEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AS RELATED TO THE SURVEYED PORTIONS THEREON, AND THAT SAID PLAT COMPLIES WITH TITLE 30 OF THE LAND DEVELOPMENT CODE AS PREPARED FROM A SURVEY MADE ON THE GROUND, UNDER MY DIRECTION AND SUPERVISION, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

John D. Barnard 10/9/2007
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5748 - STATE OF TEXAS
LOOMIS AUSTIN, INC.
3103 BEE CAVES ROAD, SUITE 225
AUSTIN, TEXAS 78746



ENGINEER'S STATEMENT:
I, ANDREW S. HOLLON, 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 AND COMPLIES WITH THE ENGINEERING RELATED PORTIONS OF TITLE 30 OF THE AUSTIN CITY CODE, AS AMENDED, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Andrew S. Hollon 10/9/07
REGISTERED PROFESSIONAL ENGINEER
NO. 88521 - STATE OF TEXAS
LOOMIS AUSTIN, INC.
3103 BEE CAVES ROAD, SUITE 225
AUSTIN, TEXAS 78746



LAND USE SUMMARY:
TOTAL ACREAGE: 39.961 ACRES
RIGHT-OF-WAY ACREAGE: 4.813 ACRES
RESIDENTIAL LOT ACREAGE: 26.587 ACRES
GREENBELT LOT ACREAGE: 8.361 ACRES

TOTAL NUMBER OF LOTS: 90
SINGLE FAMILY RESIDENTIAL: 87
GREENBELT/DRAINAGE: 3

STREET SUMMARY:
SUMMER ALCOVE WAY: 50FT ROW 1224 LINEAR FEET
EMERALD RIDGE DR: 50FT ROW 1386 LINEAR FEET
MEDITERRA POINT: 50FT ROW 644 LINEAR FEET
MEDITERRA PLACE: 50FT ROW 520 LINEAR FEET

RIVER DANCE PHASE SEVEN-A RESIDENTIAL LOT IMPERVIOUS COVER PER EXHIBIT "C" OF DOCUMENT NO. 2001180704

LOT (ACRES)	K(FT)2 ALLOCATED	NUMBER OF LOTS	TOTAL IN(ACRES)
0-1.32	2,000	0	0
0.133-0.230	2,500	0	1.263
0.231-0.281	3,000	20	1.377
0.282-0.344	3,500	28	2.256
0.345-0.439	4,250	13	1.268
0.500-1.0	5,000	4	0.459
1.0-2.999	7,000	0	0
3.0 AND UP	10,000	0	0
TOTAL		87	6.62

FLOOD PLAIN NOTE:
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) #4845300290E, TRAVIS COUNTY, TEXAS, DATED JUNE 16, 1993, COMMUNITY #481026.

THIS SUBDIVISION PLAT IS LOCATED WITHIN THE TWO-MILE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF AUSTIN, ACCEPTED AND AUTHORIZED FOR RECORD BY THE DIRECTOR, WATERSHED PROTECTION AND DEVELOPMENT REVIEW DEPARTMENT, CITY OF AUSTIN, COUNTY OF TRAVIS, THIS THE 16th DAY OF October, 2007.

VICTORIA P. E. DIRECTOR
CITY OF AUSTIN, WATERSHED PROTECTION AND DEVELOPMENT REVIEW DEPARTMENT

ACCEPTED AND AUTHORIZED FOR RECORD BY THE ZONING AND PLATING COMMISSION OF THE CITY OF AUSTIN, ON THE 16th DAY OF October, 2007.

Betty Baker, Chairperson
Clarke Shannon, Secretary

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

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

STATE OF TEXAS)
COUNTY OF TRAVIS)

I, DANA DEBEAUVOIR, CLERK OF THE COUNTY COURT OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE 13th DAY OF November, 2007, 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 29th DAY OF November, 2007, A.D.

Dana Debeauvoir, County Clerk, Travis County, Texas
M. Bryant, Deputy



STATE OF TEXAS)
COUNTY OF TRAVIS)

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS, HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 29th DAY OF NOVEMBER, 2007, A.D. AT 4:33 O'CLOCK P.M., AND DULY RECORDED ON THE 29th DAY OF NOVEMBER, 2007, A.D. AT 4:33 O'CLOCK P.M., OF SAID COUNTY AND STATE IN DOCUMENT NO. 200700356, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 29th DAY OF NOVEMBER, 2007.

Dana Debeauvoir, County Clerk, Travis County, Texas
M. Bryant, Deputy



BENCHMARK LIST: DATUM - HORIZONTAL AND VERTICAL CONTROL FOR THIS PROJECT IS BASED ON CARTER & BURGESS, INC. CONTROL POINTS FOR THE STEINER RANCH DEVELOPMENT.

BM-060711-01:
5/8" IRON ROD FOUND W/PLASTIC CAP STAMPED "CARTER & BURGESS SR-12". LOCATED ±13' FROM THE EAST EDGE OF ASPHALT PAVEMENT FOR QUINLAN PARK ROAD, ±85' SOUTHWEST OF THE INTERSECTION OF DAWN RIVER PASS AND QUINLAN PARK ROAD, RIVER DANCE PHASE TWO. ELEVATION = 805.79 FEET (PROVIDED BY CARTER & BURGESS SURVEYING DEPT.).

BM-060711-02:
5/8" IRON ROD FOUND W/PLASTIC CAP STAMPED "CARTER & BURGESS SR-13". LOCATED ±17' FROM THE NORTH EDGE OF ASPHALT PAVEMENT FOR QUINLAN PARK ROAD, ±180' SOUTHWEST OF THE PROPOSED INTERSECTION OF GARDENS WAY AND QUINLAN PARK ROAD, RIVER DANCE PHASE TWO. ELEVATION = 775.59 FEET (PROVIDED BY CARTER & BURGESS SURVEYING DEPT.).

BM-060711-03:
5/8" IRON ROD FOUND W/PLASTIC CAP STAMPED "CARTER & BURGESS SR-14". LOCATED ±35' FROM THE EAST EDGE OF ASPHALT PAVEMENT AND A CURB PORTION OF QUINLAN PARK ROAD, ±1.045' NORTHEAST OF THE INTERSECTION OF BELLA WAP TRAIL AND QUINLAN PARK ROAD, RIVER DANCE PHASE TWO. (ELEVATION = 785.57 FEET, AS PROVIDED BY CARTER & BURGESS SURVEYING DEPT.). ELEVATION = 785.51 FEET, BASED ON DIFFERENTIAL LEVELING FROM QUINLAN PARK ROAD AND BURGESS CONTROL POINTS SR-12 AND SR-13.

BM-060711-04:
1/2" IRON ROD W/PLASTIC CAP STAMPED "LAI" SET, LOCATED ALONG THE NORTH R.O.W. LINE OF MONTCLAIR BEND, ADJACENT TO THE SOUTH LINE OF LOT 2, BLOCK X, AND ± 60' EAST OF THE INTERSECTION OF MONTCLAIR BEND AND MEDITERRA POINT. ELEVATION = 782.38 FEET.

WATERSHED STATUS:

THIS PROJECT IS LOCATED IN THE LAKE AUSTIN WATERSHED, IS CLASSIFIED AS WATER SUPPLY RURAL, AND SHALL BE DEVELOPED, CONSTRUCTED, AND MAINTAINED IN CONFORMANCE WITH THE TERMS AND CONDITIONS OF CHAPTER 25-2 AND CHAPTER 25-B OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.

THIS PROJECT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER CONTRIBUTING ZONE.

CASE NO. CBJ-99-0110.03.7A

NO.	REVISION	BY	DATE

LOOMIS AUSTIN

ENGINEERING, LAND SURVEYING & ENVIRONMENTAL CONSULTING
3103 Bee Caves Road, Suite 225, Austin Texas 78746 (512) 327-1180
Phone: (512) 327-1180; Fax: (512) 327-4082; www.loomis.com

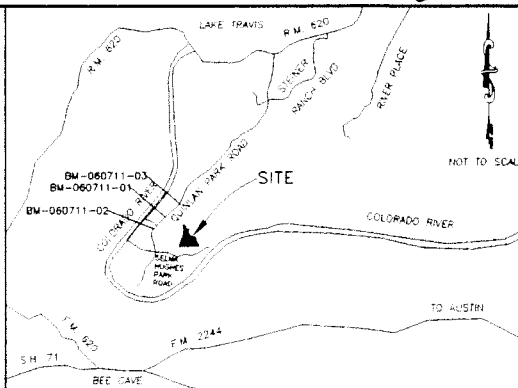
RIVER DANCE, PHASE SEVEN-A
SHEET 3 OF 4

200700356

PHOTOGRAPHIC MYLAR

GENERAL NOTES:

- THE FOLLOWING LOTS ARE RESERVED AS GREENBELT AND DRAINAGE EASEMENTS, TO BE OWNED AND MAINTAINED BY THE DEVELOPER AND HIS/HER SUCCESSOR-IN-TITLE, LOT 23, BLOCK M, LOT 91, BLOCK J, AND LOT 77, BLOCK W.
- THESE LOTS ARE RESTRICTED AGAINST RESIDENTIAL DEVELOPMENT AND ARE LIMITED TO A MAXIMUM OF 0.05 ACRES OF IMPERVIOUS COVER, AND ARE RESTRICTED AGAINST CONSTRUCTION ON SLOPES IN ACCORDANCE WITH SECTIONS 30-5-301 AND 30-5-302 OF THE LAND DEVELOPMENT CODE. A RESTRICTIVE COVENANT HAS BEEN RECORDED IN DOCUMENT NO. 2002144111.3, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
- WATERSHED STATUS - THIS SUBDIVISION IS LOCATED IN THE LAKE AUSTIN WATERSHED, AND IS CLASSIFIED AS WATER SUPPLY RURAL WATERSHED AND SHALL BE DEVELOPED, CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE (L.D.C.), AS AMENDED BY ORDINANCE NO. 011025-49. THIS SUBDIVISION IS NOT LOCATED OVER THE EDWARDS AQUIFER RECHARGE ZONE.
- THIS SUBDIVISION PLAT WAS APPROVED AND RECORDED BEFORE THE CONSTRUCTION AND ACCEPTANCE OF STREETS AND OTHER SUBDIVISION IMPROVEMENTS. PURSUANT TO THE TERMS OF A SUBDIVISION CONSTRUCTION AGREEMENT BETWEEN THE SUBDIVIDER AND THE CITY OF AUSTIN, DATED 10-25-2007 (2007-0001), THE SUBDIVIDER IS THE CONSTRUCTOR OF ALL STREETS AND FACILITIES NEEDED TO SERVE THE LOTS WITHIN THE SUBDIVISION. THIS RESPONSIBILITY MAY BE ASSIGNED IN ACCORDANCE WITH THE TERMS OF THAT AGREEMENT. FOR THE CONSTRUCTION AGREEMENT PERTAINING TO THE SUBDIVISION, SEE SEPARATE INSTRUMENT RECORDED IN DOCUMENT NO. 2002144111.3, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
- ALL BUILDING FOUNDATIONS ON SLOPES OF 15% AND OVER AND ON FILL PLACED ON SUCH SLOPES SHALL UTILIZE DESIGN AND CONSTRUCTION PRACTICES CERTIFIED BY A REGISTERED PROFESSIONAL ENGINEER QUALIFIED TO PRACTICE IN THIS FIELD.
- THE LAND USE OF EACH LOT IN THIS SUBDIVISION SHALL BE RESIDENTIAL USE, EXCEPT LOT 23, BLOCK H, LOT 91, BLOCK J, AND LOT 77, BLOCK W (GREENBELT AND DRAINAGE EASEMENT). GREENBELT AND DRAINAGE EASEMENTS WILL BE OWNED BY THE HOMEOWNERS ASSOCIATION AND/OR ASSIGNS.
- ALL STREETS SHALL BE CONSTRUCTED ACCORDING TO THE CITY OF AUSTIN ALTERNATE GEOMETRIC STANDARDS.
- PRIOR TO CONSTRUCTION, EXCEPT FOR DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF AUSTIN.
- EROSION PREVENTION MEASURES ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT INCLUDING SINGLE FAMILY AND DUPLEX CONSTRUCTION, PURSUANT TO L.D.C. SECTION 30-5-181 AND 182, AND THE ENVIRONMENTAL CRITERIA.
- NO OBSTRUCTIONS SHALL BE PLACED TO BUILDINGS, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A MANNER THAT IS NOT APPROVED BY TRAVIS COUNTY AND THE CITY OF AUSTIN.
- ALL DRAINAGE EASEMENTS OF THIS SUBDIVISION SHALL BE MAINTAINED BY THE PROPERTY OWNER AND/OR HIS/HER ASSIGNS. THE DRAINAGE EASEMENTS SHALL BE FOR ENCLOSED CONDUITS ONLY. PROPERTY OWNER OR HIS ASSIGNS SHALL PROVIDE ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE EASEMENTS AND ACCESS TO THE EASEMENTS FOR INSPECTION OR MAINTENANCE.
- NO DRIVEWAY SHALL BE CONSTRUCTED CLOSER THAN 50 FEET TO THE EDGE OF PAVEMENT OF AN INTERSECTING LOCAL OR COLLECTOR STREET.
- ALL CEFS SHALL HAVE A MINIMUM FOOT OF COVER FROM NATURAL VEGETATIVE COVER MUST BE RETAINED TO THE MAXIMUM EXTENT POSSIBLE. CONSTRUCTION AND WASTEWATER IRRIGATION AND DISPOSAL ARE PROHIBITED WITHIN THE SETBACK.
- DESIGN OF WASTEWATER INFRASTRUCTURE FOR THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH TIED AND WOOD NO. 17 STANDARDS. DESIGN OF STABLE WASTEWATER INFRASTRUCTURE FOR THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH CITY OF AUSTIN AND TIED AND WOOD NO. 17 STANDARDS.
- WATER AND WASTEWATER SERVICE WILL BE PROVIDED BY TRAVIS COUNTY AND NO. 17 WASTEWATER SERVICE. NO STRUCTURE IN THE SUBDIVISION SHALL BE OCCUPIED UNTIL IT IS PROVIDED WITH WATER AND WASTEWATER SERVICE.
- THE OWNER/DEVELOPER OF THIS SUBDIVISION/LOT SHALL PROVIDE AUSTIN ENERGY WITH EASEMENT AND/OR CONDUIT RIGHTS FOR OVERHEAD AND UNDERGROUND ELECTRIC UTILITIES FOR THE PURPOSES OF THESE EASEMENTS AND/OR ACCESS ARE REQUIRED TO PROVIDE ELECTRIC SERVICE TO THE SUBDIVISION AND WILL NOT BE LOCATED SO AS TO CAUSE THE SITE TO BE OUT OF COMPLIANCE WITH CITY OF AUSTIN L.D.C. SECTION 30-5-301 AND 30-5-302.
- AUSTIN ENERGY HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, BRANCHES AND LIMBS AND TO MAKE OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THE EASEMENT CLEAR. AUSTIN ENERGY SHALL BE RESPONSIBLE FOR ALL TREE WORK IN COMPLIANCE WITH CHAPTER 30-5, SUBCHAPTER B OF THE CITY OF AUSTIN L.D.C.
- THE OWNER OF THIS SUBDIVISION AND HIS OR HER SUCCESSORS AND ASSIGNS SHALL BE RESPONSIBLE FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF TRAVIS COUNTY AND CITY OF AUSTIN. THE OWNER SHALL UNDERSTAND AND ACKNOWLEDGE THAT PLAT VACATION OR REPLACING MAY BE REQUIRED AT OWNERS SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH APPLICABLE CODES AND REQUIREMENTS.
- THE OWNER SHALL BE RESPONSIBLE FOR INSTALLATION OF TEMPORARY EROSION CONTROL, VEGETATION AND TREE PROTECTION. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR ANY TREE PRUNING AND TREE REMOVAL THAT IS WITHIN TEN FEET OF THE CENTERLINE OF THE PROPOSED OVERHEAD ELECTRICAL FACILITIES DESIGNED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT. THE OWNER SHALL INCLUDE AUSTIN ENERGY'S WORK WITHIN THE LIMITS OF CONSTRUCTION FOR THIS PROJECT.
- A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
- PUBLIC SIDEWALKS, BUILT TO CITY OF AUSTIN STANDARDS, ARE REQUIRED ALONG THE STREETS AND AS SHOWN BY A DOTTED LINE ON THE FACE OF THE PLAT. THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY.
- PER THE STEINER RANCH DEVELOPMENT AGREEMENT, SECTION VII B-3(i) AND REVISION #3 TO THE APPROVED RIVER DANCE PRELIMINARY PLAN, AN ADMINISTRATIVE VARIANCE HAS BEEN GRANTED FOR CUT/FILL OF 8 FEET OR LESS.
- PER THE STEINER RANCH DEVELOPMENT AGREEMENT, SECTION VII B-3(i) AND REVISION #3 TO THE APPROVED RIVER DANCE PRELIMINARY PLAN, AN ADMINISTRATIVE VARIANCE HAS BEEN GRANTED FOR THE CONSTRUCTION OF DRIVEWAYS, BUILDINGS, AND RESIDENCES ON SLOPES UP TO 35%.
- WITHIN DESIGNATED SLOPE EASEMENTS, NO EXCAVATION MAY BE PERFORMED UNLESS APPROVED BY TRAVIS COUNTY TRANSPORTATION AND NATURAL RESOURCES.
- THIS SUBDIVISION IS SUBJECT TO ORDINANCE NO. 011025-49, WHICH CONTAINS: (1) THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF AUSTIN AND STEINER RANCH PARTIES AS RECORDED IN DOCUMENT NO. 2001180705 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; AND (2) THAT CERTAIN CONSERVATION EASEMENT TO RESTRICT IMPERVIOUS COVER RECORDED IN DOCUMENT NO. 2001180704 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
- THIS SUBDIVISION IS A PORTION OF THE TAYLOR WOODROW PARCEL AS DEPICTED IN EXHIBIT "A" PER THE CONSERVATION EASEMENT TO RESTRICT IMPERVIOUS COVER IN DOCUMENT NO. 2001180704 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
- PER SECTION II AND EXHIBIT C OF THE STEINER RANCH AGREEMENT, CONSERVATION EASEMENT TO RESTRICT IMPERVIOUS COVER, 10.20 ACRES OF IMPERVIOUS COVER HAS BEEN ALLOCATED TO THIS SUBDIVISION.
- FOR A MINIMUM TRAVEL DISTANCE OF 25' FROM THE ROADWAY EDGE, DRIVEWAY GRADES MAY EXCEED 14% ONLY WITH SPECIFIC APPROVAL OF SURFACE AND GEOMETRIC DESIGN PROPOSALS BY THE CITY OF AUSTIN.
- PER SECTION VI OF THE STEINER RANCH AGREEMENT/CONSERVATION EASEMENT TO RESTRICT IMPERVIOUS COVER, BY SEWER GENERATING DEVELOPMENT UNITS AND BY SINGLE-FAMILY RESIDENTIAL UNITS, 0 MULTI-FAMILY RESIDENTIAL UNITS, 0 GROSS SQUARE FEET OF OFFICE SPACE, AND 0 GROSS SQUARE FEET OF OTHER USES HAS BEEN ALLOCATED TO THIS SUBDIVISION.
- THE FOLLOWING LOTS HAVE SLOPES GREATER THAN 15%:
BLOCK J, LOTS 10-14, 18-34, 91
BLOCK H, LOTS 1-16, 23
BLOCK W, LOTS 29, 38-46, 77
- CONSTRUCTION ON THESE LOTS SHALL COMPLY WITH THE CITY OF AUSTIN L.D.C. SECTIONS 30-5-301, 302 AND 303, AS MODIFIED BY ORDINANCE 011025-49.
- THIS SUBDIVISION IS SUBJECT TO THE TERMS OF THAT CERTAIN MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN VOLUME 13008, PAGE 758, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AS AMENDED BY THAT CERTAIN AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS STEINER RANCH, RECORDED AS DOCUMENT NO. 2000143255, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND THAT CERTAIN SECOND AMENDMENT TO MASTER DECLARATION OF COVENANTS AND RESTRICTIONS STEINER RANCH, RECORDED AS DOCUMENT NO. 2002057908, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
- THIS SUBDIVISION IS SUBJECT TO THE TERMS OF THE BYLAWS OF STEINER RANCH MASTER ASSOCIATION, INC.
- WITHIN A SIGHT LINE EASEMENT, ANY OBSTRUCTION OF SIGHT LINE BY VEGETATION, FENCING, FENCEWORK, BUILDINGS, SIGNS, OR ANY OTHER OBJECT WHICH IS DETERMINED TO CAUSE A TRAFFIC HAZARD, IS PROHIBITED AND MAY BE REMOVED BY ORDER OF THE TRAVIS COUNTY COMMISSIONERS COURT AT THE OWNER'S EXPENSE. THE PROPERTY OWNER IS TO MAINTAIN AN UNOBSTRUCTED VIEW CORRIDOR WITHIN THE BOUNDS OF SUCH EASEMENT AT ALL TIMES.



LOCATION MAP

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	60.00	273.10	N 36°03'43" W	82.24
C2	25.00	39.27	S 57°01'13" W	35.38
C3	475.00	43.96	S 09°22'06" W	43.84
C4	525.00	48.58	S 08°22'05" W	48.57
C5	525.00	212.41	S 10°16'30" W	310.96
C6	475.00	192.18	S 10°18'30" W	190.87
C7	25.00	39.27	N 15°06'04" W	35.38
C8	25.00	39.27	S 74°53'56" W	35.38
C9	575.00	148.67	S 22°20'31" W	148.26
C10	625.00	181.60	N 22°20'31" E	181.15
C11	25.00	23.95	S 42°04'08" W	22.69
C12	60.00	301.53	S 74°54'55" E	70.59
C13	25.00	23.95	N 11°53'57" W	22.69
C14	325.00	183.78	S 76°17'58" E	181.33
C15	375.00	150.48	S 78°17'58" E	153.43
C16	25.00	39.27	S 42°30'06" W	35.36
C17	25.00	39.27	S 47°19'17" E	39.25
C18	325.00	132.48	S 09°04'25" E	131.58
C19	272.90	109.86	S 09°04'25" W	109.12
C20	25.00	39.27	N 40°38'41" E	35.36
C21	25.00	39.27	N 24°21'19" W	35.36
C22	325.00	35.24	N 68°14'57" W	30.22
C23	275.00	29.82	S 68°14'57" E	29.80
C24	25.00	23.95	S 89°52'33" W	22.69
C25	60.00	299.18	S 20°43'39" W	72.49
C26	25.00	23.95	S 36°09'33" E	22.69
C27	375.00	219.14	S 71°40'36" E	222.24
C28	275.00	188.12	S 71°51'31" E	193.86
C29	325.90	468.57	S 87°26'40" W	429.02
C30	275.00	396.48	S 87°26'40" W	383.02
C31	60.00	43.30	N 32°43'30" E	42.43
C32	60.00	18.47	N 82°43'30" E	19.30
C33	60.00	16.26	S 78°44'54" W	18.21
C34	60.00	15.18	N 80°13'56" W	15.12
C35	60.00	15.18	S 78°44'54" W	15.12
C36	60.00	16.26	N 50°44'27" W	18.21
C37	60.00	18.47	S 36°41'04" E	19.30
C38	60.00	128.97	N 31°14'00" E	104.57
C39	25.00	4.43	N 63°03'43" W	4.43
C40	25.00	34.63	S 76°53'17" W	32.08
C41	475.00	6.44	S 11°37'51" W	6.46
C42	475.00	37.90	S 08°58'40" W	37.49
C43	525.00	32.90	S 10°14'33" W	32.80
C44	325.00	16.01	N 07°33'26" W	15.81
C45	525.00	59.50	N 08°36'01" E	59.82
C46	475.00	93.63	S 12°21'52" W	93.40
C47	475.00	88.55	S 23°57'19" W	88.30
C48	525.00	76.43	N 17°23'13" E	76.38
C49	525.00	76.43	N 25°43'42" E	76.38
C50	525.00	76.43	N 26°20'22" E	71.40
C51	575.00	77.71	S 16°20'57" W	77.17
C52	625.00	36.61	S 28°13'58" W	36.34
C53	625.00	78.93	S 23°02'21" W	76.32
C54	625.00	48.24	S 17°13'51" W	48.27
C55	60.00	30.03	N 54°16'53" E	30.53
C56	60.00	45.23	S 17°58'54" W	44.18
C57	60.00	37.97	N 21°44'31" W	37.34
C58	60.00	74.25	S 75°19'17" E	66.60
C59	60.00	15.78	S 76°42'19" E	15.12
C60	60.00	15.78	N 76°42'19" E	15.22
C61	60.00	15.78	N 76°42'19" E	15.09
C62	60.00	15.78	S 64°	15.81
C63	60.00	15.78	S 25°	27.86
C64	325.00	N 68°	70.11	
C65	325.00	N 68°	71.29	
C66	325.00	N 68°	71.29	
C67	275.00	40.73	S 07°08'58" W	40.73
C68	275.00	115.49	S 07°08'58" W	115.49
C69	325.00	41.38	S 01°06' E	41.38
C70	325.00	81.11	S 12°	80.81
C71	272.00	54.92	N 35°43'51" E	54.83
C72	272.00	54.94	S 54°54'58" W	54.89
C73	60.00	53.49	N 51°	51.11
C74	60.00	40.73	N 51°	40.73
C75	60.00	41.87	S 07°08'58" W	41.87
C76	60.00	41.93	N 32°51'47" E	41.93
C77	60.00	41.93	N 72°54'24" E	41.93
C78	60.00	79.21	S 48°15'08" E	73.58
C79	275.00	166.87	N 75°06'13" W	164.42
C80	275.00	131.15	N 54°27'52" W	131.13
C81	275.00	86.33	S 68°14'57" W	86.27
C82	275.00	89.25	N 58°26'00" W	89.25
C83	275.00	123.25	N 78°29'13" W	123.25
C84	325.00	74.31	S 68°03'06" E	74.19
C85	325.00	74.29	S 81°59'26" E	74.29
C86	325.00	83.58	N 54°54'03" E	83.35
C87	275.00	123.27	S 75°49'58" W	122.24
C88	325.00	74.29	N 71°01'06" E	74.13
C89	325.00	74.29	N 57°58'18" E	74.13
C90	275.00	80.71	S 54°54'58" W	80.67
C91	325.00	29.48	N 48°48'27" E	29.48
C92	25.00	6.17	N 70°12'44" W	6.15
C93	60.00	2.37	N 10°18'18" W	2.37
C94	75.00	18.81	N 37°49'15" W	18.66
C95	8.00	66.85	N 27°55'51" E	65.92
C96	75.14	39.40	N 78°34'08" E	38.95
C97	73.42	198.26	N 22°32'00" E	95.72

CASE NO. C8J-99-0110.03.7A

FILE: H:\SURVEY\STEINER RANCH\PROJ\DMC-E-PHASE-7\FINAL\7A.DWG	DATE: 08-02-2007	DRAWN BY: K. SCHRIEBER
SCALE: 1"=100'	CHECKED BY: J.D. BARNARD	
JOB #: 062711	F.B. #: 243	DWG. #: 243-07A (PHASE 7A)
NO.	REVISION	BY DATE

**LOOMIS
AUSTIN**

**ENGINEERING, LAND SURVEYING
& ENVIRONMENTAL CONSULTING**

3103 Bee Caves Road, Suite 225, Austin Texas 78746 (512) 327-1180
Phone: (512) 327-1180 Fax: (512) 327-4062 www.loomis-austin.com

**RIVER DANCE,
PHASE SEVEN-A**

SHEET 4 OF 4



PLATS 200700356
4 PGS

PLAT

PLAT RECORDS INDEX SHEET:

SUBDIVISION NAME: RIVER DANCE, PHASE SEVEN-A

OWNERS NAME:

TAYLOR WOODROW COMMUNITIES/STEINER RANCH, LTD.
TWC/STEINER RANCH, L.L.C.

RESUBDIVISION? YES NO

ADDITIONAL RESTRICTIONS / COMMENTS:

- DOC# 2007215209 -- TRUST DEED
- DOC# 2007215210 -- JOINT-USE DRIVEWAY EASEMENT
- DOC# 2007215211 -- JOINT-USE DRIVEWAY EASEMENT
- DOC# 2007215212 -- RESTRICTIVE COVENANT
- DOC# 2007215213 -- SUBDIVISION CONSTRUCTION AGREEMENT
- DOC# 2007215214 -- PUBLIC UTILITY AND DRAINAGE EASEMENT
- DOC# 2007215215 -- PUBLIC UTILITY AND DRAINAGE EASEMENT

RETURN:

CITY OF AUSTIN
CESAR ZAVALA
512/974-3404

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

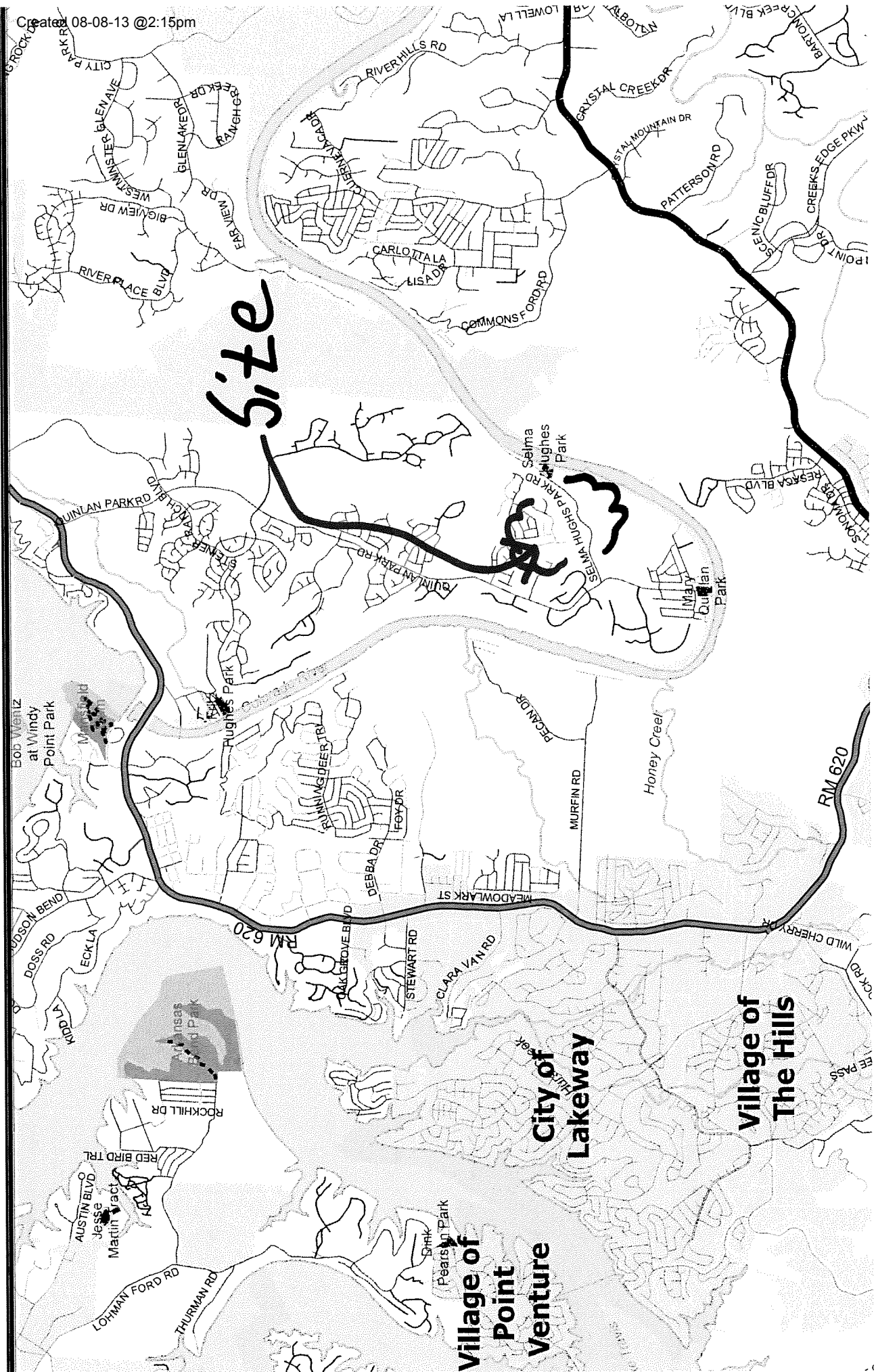
Dana DeBeauvoir

2007 Nov 29 04:33 PM 200700356

CLARKMM \$119.00

DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS

UNOFFICIAL COPY



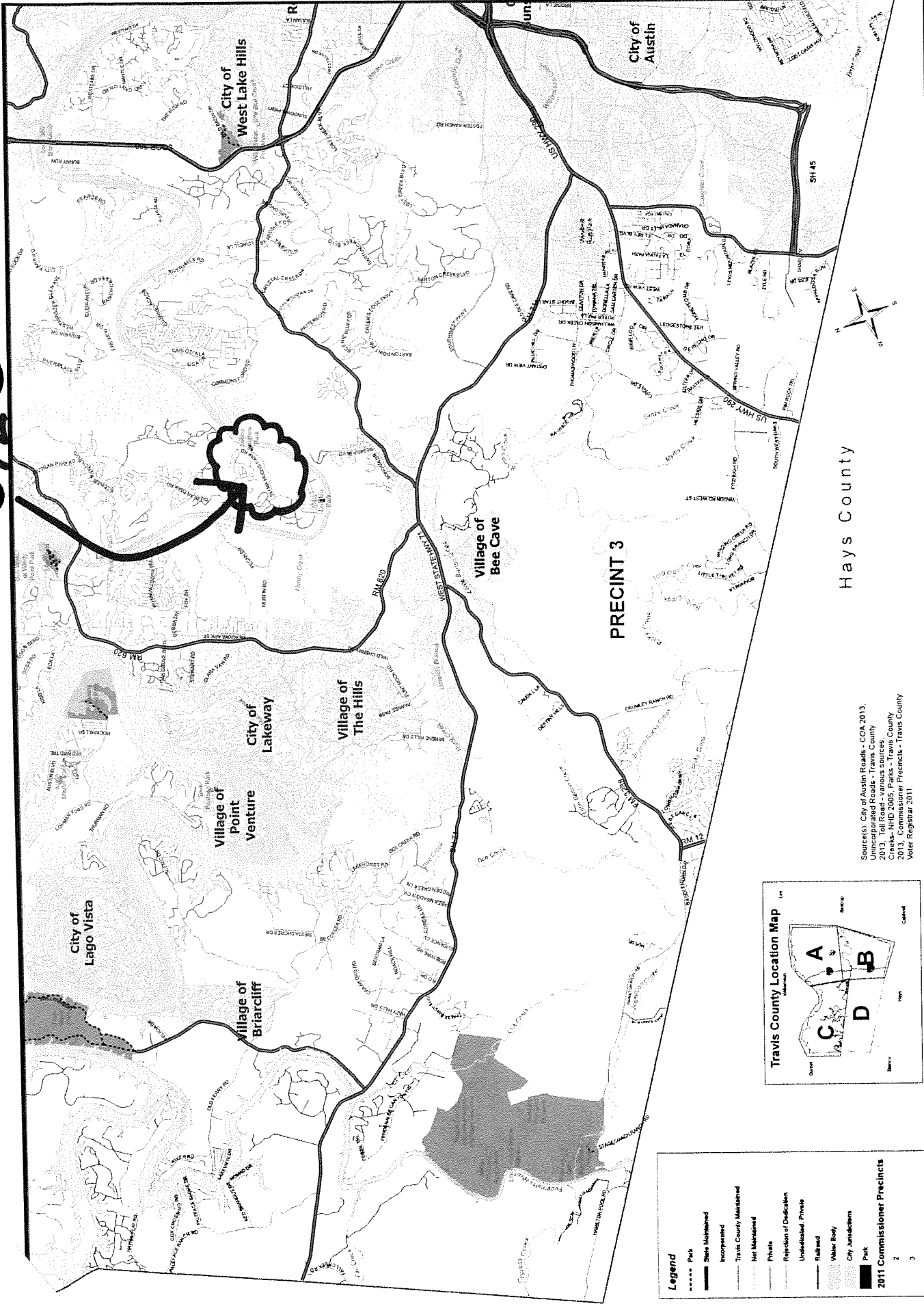
Site

City of
Lakeway

Village of
Point
Venture

Village of
The Hills

Site

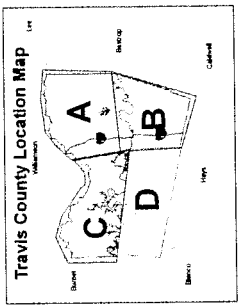


Map Prepared by: Travis County
Dept. of Transportation & Natural Resources.
Date: 5/21/2013



Travis County Roadways, Map D

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



Legend

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

2011 Commissioner Precincts

2

3

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering or surveying purposes. It does not represent an on-the-ground survey and represents only the 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 Commissioners Court Agenda Request

Meeting Date: August 13, 2013

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

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

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 acceptance of the dedication of the public street and drainage facilities within The Commons at Rowe Lane, Phase III-B - a subdivision in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

The Commons at Rowe Lane, Phase III-B was recorded on February 5, 2008 at Document #200800040. This subdivision has been inspected for conformance with approved plans and specifications as listed. It will be accepted under the regulations of the Standards for Construction of Streets and Drainage in Subdivisions approved by Commissioners Court August 28, 1997, in which the subdivision is accepted before the one-year performance period has ended.

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

The Commons at Rowe Lane, Phase III-B is accessed from Windmill Ranch Avenue, a street maintained by Travis County. This action will add an overall total of 0.50 miles to the Travis County road system.

STAFF RECOMMENDATIONS:

TNR staff recommends approval of the proposed motion.

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

ATTACHMENTS/EXHIBITS:

TNR Approval Letter

List of Streets
Requirements for Approval
RAS Inspection
Location 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 and Long Range Planning	(512) 854-7561

CC:

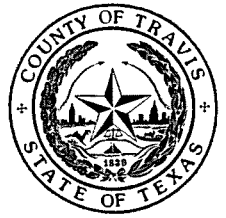
Lucious Henderson	Inspector	Development Services and Long Range Planning	(512) 266-7757
Stacey Scheffel	Program Manager	TNR Permits	(512) 854-7565

SM:AB:ps

1101 - Development Services Long Range Planning - The Commons at Rowe Lane, Phase III-B

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

APPROVAL OF CONSTRUCTION

DATE: June 18, 2013

DEVELOPER:

Commons at Rowe Lane, L.P.
2929 W. 5th Street, Suite A
Fort Worth, TX 76107

ENGINEER:

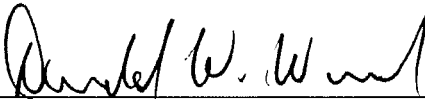
Gray & Associates, Inc.
8217 Shoal Creek Blvd, Suite 200
Austin, TX 78757-7592


SUBJECT: The Commons at Rowe Lane, Phase III-B

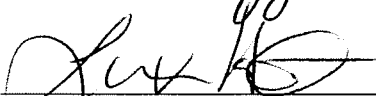
Effective this date, street and drainage construction within this project appears to be in conformance with the approved Construction Documents. This construction will enter into a one (1) year Performance Period, which will start at the time of approval by Travis County's Commissioners Court. Prior to the end of this Period, Travis County will re-inspect the streets and/or drainage construction to determine if the subdivision appears to be in a condition substantially equal to that at the beginning of the Performance Period. If not, the developer/owner shall take corrective actions, actions which are acceptable to the County.

The Developer is required to maintain Performance Period fiscal of 10% of the actual street and drainage cost, until the end of the Performance Period, plus 100% of the un-constructed residential sidewalks until all of the sidewalks are constructed to Travis County Standards.

OTHER REMARKS:

BY:  7/31/2013
TNR Assistant Public Works Director – Road and Bridge Division – Don W. Ward, P.E.

 7/31/13
TNR Engineering Specialist – Paul Scoggins

 06.19.13
TNR Inspector – Lucious Henderson

1102 fiscal file
1105 Subdivision File

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE

SUBDIVISION
Mapsco No. 409P

The Commons at Rowe Lane, Phase III-B

Pct.# 1
Atlas No. P-11



RECORDED AT DOCUMENT #201300102 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY - 05/30/2013

THIS SUBDIVISION CONTAINS 4 STREETS AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	ROW	TYPE OF PVMNT	WIDTH OF PVMNT	CURB & GUTTER
1	Windy Vane Drive	Windmill Ranch Avenue easterly to Windmill Ridge Street	1444	0.27	60	HMAC	40' F-F	YES
2	Windmill Ridge Street	Windy Vane Drive southerly to SW corner of Lot 29, Blk O	681	0.13	50	HMAC	30' F-F	YES
3	Meridian Boulevard	Windy Vane Drive southerly to SW corner of Lot 2, Blk M	325	0.06	50	HMAC	30' F-F	YES
4	Crested Vane Drive	Windy Vane Drive northerly to NW corner of Lot 6, Blk FF	190	0.04	50	HMAC	30' F-F	YES
Total Footage/Mileage			2640	0.50				

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 43

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1-4

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-4 TOTALING THE TRAVIS COUNTY COMMISSIONERS COURT IN PRECINCT ONE.

0.50 MILES BE ACCEPTED BY

13-Aug-13

DATE

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

Donald W Ward 7/31/2013

Donald W. Ward, PE
Assistant Public Works Director -
Road and Bridge Division

DATE APPROVED BY COMMISSIONERS COURT

TRANSPORTATION AND NATURAL RESOURCES

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



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

**“RIVER DANCE, PHASE SEVEN-A”
REQUIREMENTS FOR APPROVAL OF CONSTRUCTION
PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS AND
DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997**

- 4/08/13 1. Professional Engineer’s certification of quantities of work completed (**Engineer’s Concurrence Letter**). § 82.401(c)(1)(A) § 82.604(c)(2)
- 4/08/13 2. Construction Summary Report, if in COA ETJ, **signed** by COA inspector. §82.604(c)(1)
- 4/08/13 3. Contractor’s (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- 4/08/13 4. Reproducible Plans, certified as **“Record Drawings”** or **“As Built”**, by the Owner’s Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303] and accompanying Stop Sign Warrants sheets for each sign.
- 2/14/11 5. Performance Period Fiscal for 10% of the actual construction cost of street and drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. And must be posted by owner/developer. § 82.604(c)(4)
- NA 6. **If applicable**, a copy of the Conditional Letter of Map Amendment or Revision from FEMA to begin Performance Period and the completed Letter of Map Revision (LOMR) to accept streets for maintenance. § 82.604(c)(5)
- 4/08/13 7. A detailed letter from a **Registered Accessibility Specialist** approving sidewalk construction, within the subdivision. Plan approval required at time of issuance of Basic Development Permit. Substantial compliance (inspection) required before any reduction of sidewalk fiscal. § 82.202, 203, 204
- 3/5/09 8. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds, and sidewalks). § 82.401(c)(2)(C) **Road Maintenance will have to approve const. before recommending acceptance to Commissioners Court.**
- 4/08/13 9. Approval of other agencies and/or cities, **if in their ETJ**; Municipal or other Utility Districts.
- 7/22/13 10. License Agreement (**If there are private improvements in Public ROW.**)



TRANSPORTATION & NATURAL RESOURCES

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

700 Lavaca Street
Travis County Administration Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

COMMONS AT ROWE LANE, PHASE III-B
REQUIREMENTS FOR APPROVAL OF CONSTRUCTION
PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS
AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997

- 9/27/12 **1. Professional Engineer’s certification of quantities of work completed (**Engineer’s Concurrence Letter**). § 82.401(c)(1)(A) § 82.604(c)(2)**
- NA **2. Construction Summary Report, if in COA ETJ, signed by COA inspector. §82.604(c)(1)**
- 9/27/12 **3. Contractor’s (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)**
- 10/2/12 **4. Reproducible Plans, certified as “**Record Drawings**” or “**As Built**”, by the Owner’s Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303] and accompanying Stop Sign Warrants sheets for each sign.**
- TNR will calculate **5. Performance Period Fiscal for 10% of the actual construction cost of street and drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. Must be posted by owner/developer. § 82.604(c)(4)**
- Rcv’d **6. **If applicable**, a copy of the Conditional Letter of Map Amendment or Revision from FEMA to begin Performance Period and the completed Letter of Map Revision (LOMR) to accept streets for maintenance. § 82.604(c)(5)**
- 8/28/12
Common Area **7. **If applicable**, a letter from a **Registered Accessibility Specialist** approving sidewalk construction, within the subdivision. Plan approval required at time of issuance of Basic Development Permit. Substantial compliance (inspection) required at time of street acceptance for maintenance. § 82.202(q)(2)**
- 6/19/13 **8. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds, and sidewalks). § 82.401(c)(2)(C) Road Maintenance will have to approve construction before recommending acceptance to Commissioners Court.**
- Rcv’d **9. Approval of other agencies and/or cities, **if in their ETJ**; Municipal or other Utility Districts.**
- NA **10. **If applicable**, a License Agreement (**If there are private improvements in Public ROW**).**



ENTASIS
DesignGroup

August 20, 2012

Mr. Joe W. Straub
Commons at Rowe Lane, L.P.
2929 West 5th Street, Suite A
Fort Worth, Texas 76107-2241

Re: **The Commons at Rowe Lane - Sections II-C & IIIB:**
Water/Wastewater, Street & Drainage Improvements - Curb Ramp Inspection
Intersections at Wind Vane West @ Huckabee Bend, Meridian Blvd., Wind Vane Lane, & Windmill Ridge Street
Pflugerville, Travis County 78660

RAS Project No.: 12.062

Project Inspection Completed: 08-16-2012

INSPECTION COMPLETED - NO VIOLATIONS

Dear Mr. Straub:

We are pleased to inform you that the referenced facility has been inspected and found to be in substantial compliance with provisions of the *Texas Government Code, Chapter 469*.

Please note, this determination does not address the requirements of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other state, local, or federal requirement. For information on the ADA, call the United States Department of Justice, Civil Rights Division at (202) 514-0301.

If you have any questions concerning the results of the inspection, or the requirements of the Architectural Barriers Act, or if you are not the owner of record for the facility, contact David McQueen (RAS No. 41) at (512) 291-3246.

Please reference the RAS project number in all future correspondence pertaining to this project.

Sincerely,

David J. McQueen
Registered Accessibility Specialist
TDLR RAS No. 41

Enclosure(s): Inspection Report

xc: Mike Williams: Gray & Associates, Inc.
RAS Project File: 12.062

The review of documents as contract documents and field inspections by this Registered Accessibility Specialist (RAS) with the Texas Department of Licensing and Regulation (TDLR), Austin, Texas is based on a best efforts endeavor following instruction and certification by TDLR. Plan review and inspection in no way warrants complete compliance with the **Texas Accessibility Standards**. The business, the professional, his employees, and client for whom the review or inspection is made agrees to hold harmless and indemnify this RAS and TDLR from and against any liability arising from performance of the work.

INSPECTION REPORT

The Elimination of Architectural Barriers Act, Texas Government Code, Chapter 469
Texas Accessibility Standards

This report identifies deficiencies with the Texas Accessibility Standards ("TAS"). No response is required; however, all items noted as "UNACCEPTABLE" should be addressed prior to inspection. The review of documents as contract documents and field inspections by the Registered Accessibility Specialist ("RAS") with the Texas Department of Licensing and Regulation ("TDLR") is based on a best-efforts endeavor following instruction and certification by TDLR. Plan review and inspection in no way warrants complete compliance with TAS. The owner, business, professional, their employees, and client for whom the review or inspection is made agrees to hold harmless and indemnify this RAS and TDLR from and against any liability arising from performance of the work.

RAS INFORMATION:		
Inspector Name: David J. McQueen	RAS No.: 41	RAS Project Number: 12.062
PROJECT INFORMATION:		EABPRJ No.: N / A
Project Name: Water/Wastewater, Street & Drainage Improvements		Report Date: 08-20-2012
Facility Name: The Commons at Rowe Lane - Phase II-C & IIIB		Inspection Date: 08-16-2012
Project Address: Intersections at Wind Vane West @ Huckabee Bend, Meridian Blvd., Wind Vane Lane, & Windmill Ridge Street		
City: Pflugerville	County: Travis	Zip Code: 78660
Project Description: Accessibility inspection of new curb ramps (14 total) at subdivision intersections; all sidewalks were not constructed at the time of inspection.		
AR / EN / DS: Gray & Associates, Inc.		
OWNER INFORMATION:		
Name: Commons at Rowe Lane, L.P.	Contact Name: Mr. Joe Straub	
Address: 2929 West 5th Street, Suite A		
City: Fort Worth	State: Texas	Zip Code: 76107-2241
APPLICATION OF TAS:		
This report addresses compliance with the 1994 Texas Accessibility Standards (TAS), in accordance with TAS section(s):		
4.1.2 Accessible Sites and Exterior Facilities: New Construction.		

4. ACCESSIBLE ELEMENTS & SPACES: TECHNICAL REQUIREMENTS.

4.3 ACCESSIBLE ROUTE.....ACCEPTABLE

**NOTE: ACCEPTABLE - Refer to 4.7 (Curb Ramps) below; sidewalks were not constructed at the time of inspection).

4.7 CURB RAMPS.....ACCEPTABLE

**NOTE: ACCEPTABLE - Each of the 12 curb ramps surveyed consists of truncated dome pavers set within a concrete frame integral with adjacent sidewalks. Pavers have a contrasting light reflectance (or grayscale) value, relative to the adjoining paved surfaces. Each ramp was found to be within acceptable construction tolerances (+/- 1.0%), as summarized in the table below.

**SURVEY METHODOLOGY: Each ramp was measured with Mike Williams of Gray & Associates, Inc., using a 24" long M-D SmartTool™ electronic level; recording measurements of each ramp at approximate centerlines in both directions (running slope & cross slope) within the paver surface areas. Note that landing measurements are recorded with the Running Slope in the direction of the ramp, regardless of whether or not the adjoining sidewalk is perpendicular to the ramp itself.

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PROJECT INFORMATION:		EABPRJ No.: N / A
Project Name: Water/Wastewater, Street & Drainage Improvements	Report Date: 08-20-2012	
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OWNER INFORMATION:		
Name: Commons at Rowe Lane, L.P.	Contact Name: Mr. Joe Straub	
Address: 2929 West 5th Street, Suite A		
City: Fort Worth	State: Texas	Zip Code: 76107-2241
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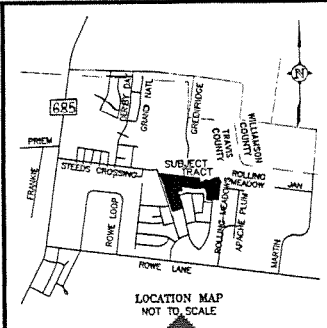
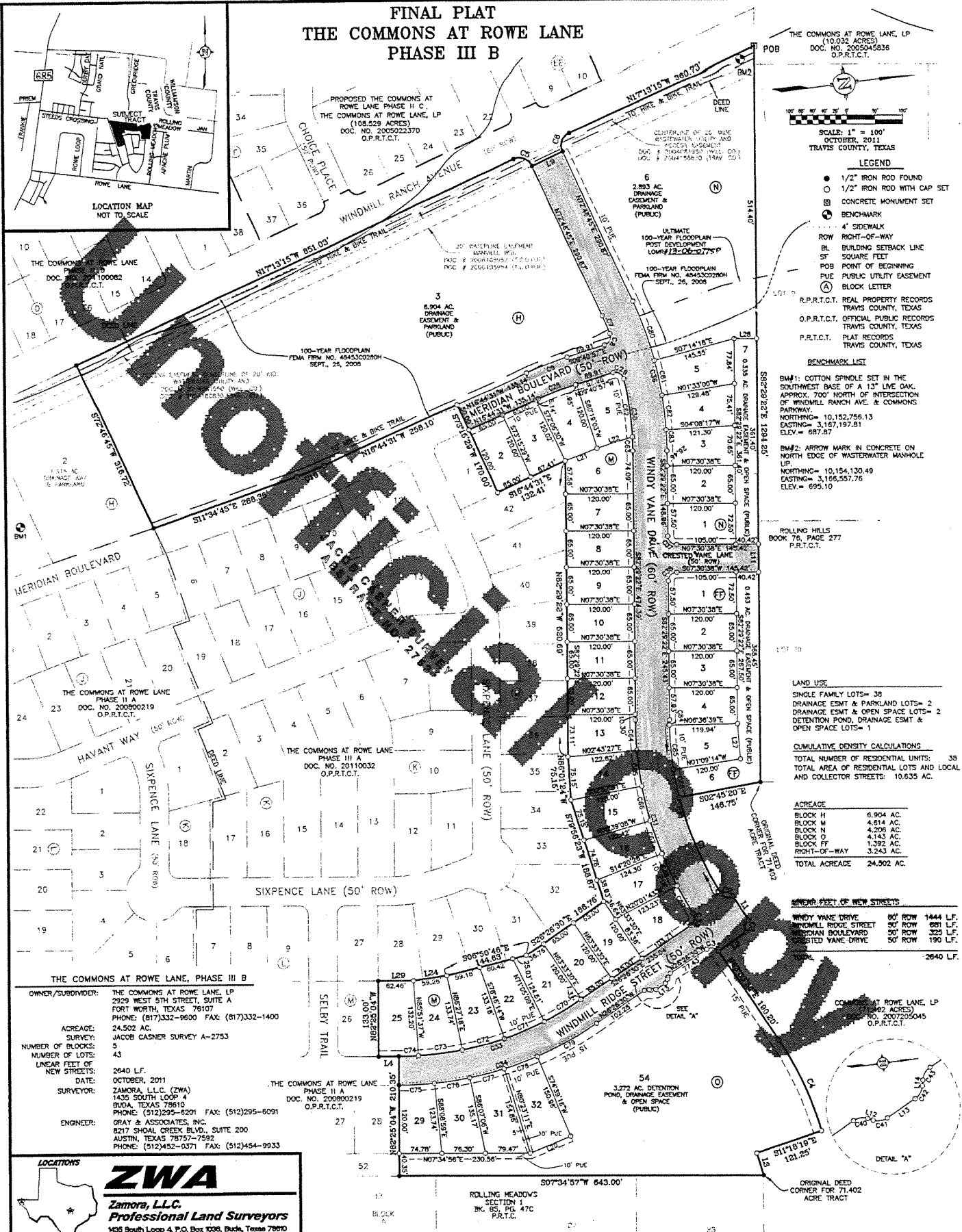
**SURVEY METHODOLOGY: Each ramp was measured with Mike Williams of Gray & Associates, Inc., using a 24" long M-D SmartTool™ electronic level; recording measurements of each ramp at approximate centerlines in both directions (running slope & cross slope) within the paver surface areas. Note that landing measurements are recorded with the Running Slope in the direction of the ramp, regardless of whether or not the adjoining sidewalk is perpendicular to the ramp itself.

CURB RAMP SLOPE MEASUREMENTS				
Intersection:	Running Slope:	Cross Slope:	Landing Running Slope*:	Landing Cross Slope:
<i>Phase II-C: Wind Vane West at Huckabee Bend</i>				
1. West Corner Ramp:	5.5%	0.9%	1.1%	0.9%
2. East Corner Ramp:	7.4%	1.4%	0.5%	0.9%
<i>Phase IIIB: Wind Vane West at Windmill Ranch</i>				
1. South Corner Ramp:	6.0%	1.0%	0.6	0.5%
2. North Corner Ramp:	6.3%	0.1%	0.1%	0.4%
<i>Phase IIIB: Wind Vane West at Meridian Blvd.</i>				
3. NW Ramp (no Corner):	6.4%	0.0%	1.0%	0.0%
4. SW Corner Ramp, North:	5.2%	1.0%	0.6%	0.7%
5. SW Corner Ramp, East	7.3%	0.4%	0.2%	0.6%
6. SE Corner Ramp, West:	6.4%	0.2%	0.6%	0.4%
<i>Phase IIIB: Wind Vane West at Wind Vane Lane</i>				
7. NW Corner Ramp:	3.8%	0.4%	1.2%	0.0%
8. NE Corner Ramp:	7.4%	1.2%	0.2%	0.1%
<i>Phase IIIB: Wind Vane West at Windmill Ridge Street</i>				
9. NW Corner Ramp:	6.6%	0.2%	0.4%	0.1%
10. SW Corner Ramp, North	7.3%	0.0%	0.1%	0.2%
11. SW Corner Ramp, East	6.2%	0.6%	0.3%	0.7%
12. SE Corner Ramp, West	7.6%	0.5%	1.2%	0.5%

****NOTE:** Landing Running Slope is measured in the direction of the curb ramp's running slope, even if the measurement is perpendicular to the adjoining sidewalk's running slope.

201300102

FINAL PLAT THE COMMONS AT ROWE LANE PHASE III B



THE COMMONS AT ROWE LANE, LP
(10.032 ACRES)
DOC. NO. 2005045836
O.P.R.T.C.T.

SCALE: 1" = 100'
OCTOBER, 2011
TRAVIS COUNTY, TEXAS

- LEGEND**
- 1/2" IRON ROD FOUND
 - 1/2" IRON ROD WITH CAP SET
 - CONCRETE MONUMENT SET
 - ⊙ BENCHMARK
 - 4' SIDEWALK
 - ROW RIGHT-OF-WAY
 - BL BUILDING SETBACK LINE
 - SF SQUARE FEET
 - POB POINT OF BEGINNING
 - PUE PUBLIC UTILITY EASEMENT
 - ⊕ BLOCK LETTER
- R.P.R.T.C.T. REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS
TRAVIS COUNTY, TEXAS
P.R.T.C.T. PLAT RECORDS
TRAVIS COUNTY, TEXAS

- BENCHMARK LIST**
- BM#1: COTTON SPINDLE SET IN THE SOUTHWEST BASE OF A 13" LIVE OAK. APPROX. 700' NORTH OF INTERSECTION OF WINDMILL RANCH AVE & COMMONS PARKWAY.
NORTHING= 10,152,756.81
EASTING= 3,167,197.81
ELEV.= 687.87
- BM#2: ARROW MARK IN CONCRETE ON NORTH EDGE OF WASTEWATER MANHOLE LIP.
NORTHING= 10,154,130.49
EASTING= 3,166,557.76
ELEV.= 695.10

ROLLING HILLS
BOOK 76, PAGE 277
P.R.T.C.T.

LAND USE

SINGLE FAMILY LOTS= 38
DRAINAGE ESMT & PARKLAND LOTS= 2
DRAINAGE ESMT & OPEN SPACE LOTS= 2
DETECTION POND, DRAINAGE ESMT & OPEN SPACE LOTS= 1

CUMULATIVE DENSITY CALCULATIONS

TOTAL NUMBER OF RESIDENTIAL UNITS: 38
TOTAL AREA OF RESIDENTIAL LOTS AND LOCAL AND COLLECTOR STREETS: 10,635 AC.

ACREAGE

BLOCK H	6.904 AC.
BLOCK M	4.814 AC.
BLOCK N	4.206 AC.
BLOCK O	4.143 AC.
BLOCK D	1.392 AC.
RIGHT-OF-WAY	3.243 AC.
TOTAL ACREAGE	24.902 AC.

WIDTHS FEET OF NEW STREETS

WINDY VANE DRIVE	80' ROW	1444 L.F.
WINDMILL RIDGE STREET	30' ROW	981 L.F.
MERIDIAN BOULEVARD	50' ROW	325 L.F.
WINDY VANE DRIVE	50' ROW	190 L.F.
TOTAL		2640 L.F.

THE COMMONS AT ROWE LANE, PHASE III B

OWNER/SUBDIVIDER: THE COMMONS AT ROWE LANE, LP
2929 WEST 5TH STREET, SUITE A
FORT WORTH, TEXAS 76107
PHONE: (817)332-9900 FAX: (817)332-1400

ACREAGE: 24.902 AC.
SURVEY: JACOB CASNER SURVEY A-2753
NUMBER OF BLOCKS: 5
NUMBER OF LOTS: 43
LINEAR FEET OF NEW STREETS: 2640 L.F.
DATE: OCTOBER, 2011
SURVEYOR: ZAMORA, L.L.C. (ZWA)
1435 SOUTH LOOP 4
BUDA, TEXAS 78610
PHONE: (512)295-6201 FAX: (512)295-6091
ENGINEER: GRAY & ASSOCIATES, INC.
8217 SHOAL CREEK BLVD., SUITE 200
AUSTIN, TEXAS 78757-7592
PHONE: (512)452-0371 FAX: (512)454-9933

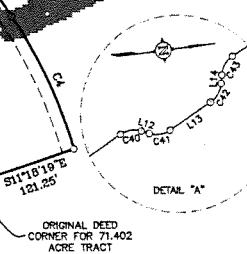
LOCATIONS

ZWA
Zamora, L.L.C.
Professional Land Surveyors
1435 South Loop 4, P.O. Box 1036, Buda, Texas 78602
Tel (512) 295-6201 • Fax (512) 295-6091

SHEET
2
OF
4

TECH: SEDURA SURV: GRZ
DATE: OCTOBER, 2011 SCALE: 1" = 100'
DRAWING FILE: 11-1002-11 CARL M-B SHEETS 1-3.DWG
PROJECT: COMMONS @ ROWE LANE - PHASE III-B
JOB NO: 11-1002-11

GRAY & ASSOCIATES, INC.
Consulting Engineers
8217 Shoal Creek Blvd., Suite 200
Austin, Texas 78757-7592
(512)452-0371 FAX:(512)454-9933
TDEP FIRM # 2946



ROLLING MEADOWS
SECTION 1
BK. 85, PG. 47C
P.R.T.C.T.

20130010Z

FINAL PLAT THE COMMONS AT ROWE LANE PHASE III B

LEGAL DESCRIPTION

DESCRIPTION OF A 24,502 ACRE TRACT OF LAND, SITUATED IN THE JACOBS CASHIER SURVEY, ABSTRACT NO. 2733, BEING A PORTION OF THAT CERTAIN 108,529 ACRE TRACT OF LAND CONVEYED TO THE COMMONS AT ROWE LANE, L.P., OF RECORD IN DOCUMENT NO. 2005022370 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 71,402 ACRE TRACT OF LAND CONVEYED TO THE COMMONS AT ROWE LANE, L.P., OF RECORD IN DOCUMENT NO. 2007020045 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 24,502 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND MEASURES AS FOLLOWS:

BEGNNING of a certain Monument set for the northeast corner of the herein described tract, being also the northeast corner of The Commons at Rowe Lane Phase II B subdivision, document No. 201100082 of the Official Public Records of Travis County, Texas, being also the north line of said 108,529 acre tract, one being 154.75 feet to the north line of that certain 10,032 acre tract of land conveyed to The Commons at Rowe Lane, L.P., of record in Document No. 2000045836 of the Official Public Records of Travis County, Texas;

THENCE, S 82°22'22" E, with the north line of said 108,529 acre tract, the south line of said 10,032 acre tract, at 21.50 feet pass the northeast corner of said 108,529 acre tract, being also the northwest corner of said 71,402 acre tract, at 32.14 feet pass the southeast corner of said 10,032 acre tract, being also the southwest corner of said Rolling Hills, a subdivision of record in Book 70, Page 277 of the Plat Record of Travis County, Texas, at 834.25 feet pass the southeast corner of said Rolling Hills, being also the southwest corner of Lot 10, of said Rolling Hills subdivision, for a total distance 1294.25 feet to a 1/2 inch iron rod found at the southeast corner of said Lot 10, being also an all corner of said 71,402 acre tract;

THENCE, departing the north line of said Rolling Hills subdivision, over and across said 71,402 acre tract the following ten (10) courses and distances:

1. S 82°22'22" E, for a distance of 154.75 feet to a 1/2 inch iron rod with cap (ZWA) set on a curve to the left,
2. along said curve to the right, passing at an arc distance of 186.12 feet, said curve having a radius of 570.00 feet, a central angle of 18°42'33" and a chord bearing of N 74°32'30" E for a distance of 210.35 feet to a 1/2 inch iron rod with cap (ZWA) set at the beginning of a compound curve to the left,
3. along said curve to the right, passing at an arc distance of 23.98 feet, said curve having a radius of 15.00 feet, a central angle of 91°37'43" and a chord bearing of N 19°22'22" E for a distance of 210.35 feet to a 1/2 inch iron rod with cap (ZWA) set at the end of said curve,
4. N 83°48'55" E, for a distance of 15.00 feet to a 1/2 inch iron rod with cap (ZWA) set at the beginning of a curve to the left,
5. along said curve to the left, passing at an arc distance of 15.00 feet, said curve having a radius of 15.00 feet, a central angle of 90°00'00" and a chord bearing of S 71°26'30" E for a chord distance of 21.50 feet to a 1/2 inch iron rod with cap (ZWA) set at the end of said curve,
6. S 28°29'30" E, for a distance of 90.00 feet to a 1/2 inch iron rod with cap (ZWA) set,
7. N 82°33'30" E, for a distance of 190.25 feet to a 1/2 inch iron rod with cap (ZWA) set at the beginning of a curve to the right,
8. along said curve to the right, passing at an arc distance of 175.43 feet, said curve having a radius of 570.00 feet, a central angle of 17°36'23" and a chord bearing of N 72°22'42" E for a chord distance of 175.43 feet to a 1/2 inch iron rod with cap (ZWA) set at the end of said curve,
9. S 11°18'19" E, for a distance of 121.25 feet to a 1/2 inch iron rod with cap (ZWA) set,
10. N 81°10'17" E, for a distance of 41.36 feet to a 1/2 inch iron rod with cap (ZWA) set, being also the northwest corner of Lot 24, Block A, Rolling Meadows Section One, a subdivision of record in Book 70, Page 277 of the Plat Record of Travis County, Texas, and being the northeast corner of the herein described tract;

THENCE, S 07°34'57" W, with the east line of said 71,402 acre tract and the west line of said Rolling Meadows, Section One, at 224.06 feet pass the southwest corner of said Lot 26, Block A, being also the northwest corner of said Rolling Meadows, Section One subdivision, at 579.23 feet pass the southwest corner of said Lot 27, Block A, being also the northwest corner of Lot 12, Block B, of said Rolling Meadows, Section One subdivision, for a total distance of 643.00 feet to a 1/2 inch iron rod found at the south corner of the herein described tract, being also the northeast corner of The Commons at Rowe Lane, Phase II A, a subdivision of record in Document No. 20000219, of the Official Public Records of Travis County, Texas;

THENCE, departing the west line of said Rolling Meadows, Section One, over and across said 71,402 acre tract, being also along the north line of said The Commons at Rowe Lane, Phase II A, the following three (3) courses and distances:

1. N 82°25'04" W, for a distance of 210.35 feet to a 1/2 inch iron rod with cap (ZWA) set,
2. S 07°34'56" W, for a distance of 35.57 feet to a 1/2 inch iron rod with cap (ZWA) found,
3. N 82°25'04" W, for a distance of 133.00 feet to a 1/2 inch iron rod with cap (ZWA) found at the most northerly northeast corner of said The Commons at Rowe Lane, Phase II A, being also the northwest corner of Lot 26, Block A, of said Rolling Meadows, Section One subdivision, of record in Document No. 201100082 of the Official Public Records of Travis County, Texas, from which a 1/2 inch iron rod with cap (ZWA) found at an all corner in the north line of said The Commons at Rowe Lane, Phase II A, being also the southwest corner of said The Commons at Rowe Lane, Phase II A, being also a point in the south line of said Rolling Meadows, Section One, being also a point in the north line of said 108,529 acre tract, bears S 07°34'56" W, for a distance of 323.25 feet;

THENCE, departing the north line of said The Commons at Rowe Lane, Phase II A, over and across said 71,402 acre tract, being also along the north, and west lines of said The Commons at Rowe Lane, Phase II A, the following twelve (12) courses and distances:

1. N 07°34'56" E, for a distance of 82.46 feet to a 1/2 inch iron rod with cap (ZWA) set,
2. N 01°11'05" W, for a distance of 99.26 feet to a 1/2 inch iron rod with cap (ZWA) set,
3. N 06°50'48" W, for a distance of 144.83 feet to a 1/2 inch iron rod with cap (ZWA) set,
4. N 28°28'30" W, for a distance of 186.76 feet to a 1/2 inch iron rod with cap (ZWA) set,
5. S 78°59'23" W, for a distance of 186.57 feet to a 1/2 inch iron rod with cap (ZWA) set,
6. N 86°01'24" W, for a distance of 73.15 feet to a 1/2 inch iron rod with cap (ZWA) set,
7. N 82°28'22" W, for a distance of 320.09 feet to a 1/2 inch iron rod with cap (ZWA) set,
8. S 16°44'31" E, for a distance of 132.41 feet to a 1/2 inch iron rod with cap (ZWA) set,
9. S 73°15'29" W, for a distance of 170.00 feet to a 1/2 inch iron rod with cap (ZWA) set,
10. S 16°44'31" E, for a distance of 256.10 feet to a 1/2 inch iron rod with cap (ZWA) set at the beginning of a curve to the right,
11. along said curve to the right, passing at an arc distance of 51.81 feet, said curve having a radius of 570.00 feet, a central angle of 02°08'48" and a chord bearing of S 14°28'36" E for a chord distance of 31.73 feet to a 1/2 inch iron rod with cap (ZWA) set at the end of said curve, and,
12. S 11°34'49" E, for a distance of 225.36 feet to a 1/2 inch iron rod with cap (ZWA) set for the southwest corner of said The Commons at Rowe Lane, Phase II A, being also an angle point in the common line of said 71,402 acre tract and 108,529 acre tract, being also an angle point in the sold north line of The Commons at Rowe Lane, Phase II A, being also the north line of said Lot 2, Block H, of said The Commons at Rowe Lane, Phase II A, being also the northwest corner of the herein described tract, also being in the east line of The Commons at Rowe Lane, Phase II A, being also the northwest corner of Lot 2, Block H, a 1.315 acre Drainage Way and Partland Lot of the sold The Commons at Rowe Lane, Phase II A, and being the northeast corner of Windmill Ranch Avenue;

THENCE, leaving the sold The Commons at Rowe Lane, Phase II A, along the sold common line of said 71,402 acre tract and 108,529 acre tract, being also the north line of said The Commons at Rowe Lane, Phase II A, being also the north line of said Lot 2, Block H, of said The Commons at Rowe Lane, Phase II A, being also the northwest corner of the herein described tract, for a total distance of 298.89 feet, the southwest corner of said 71,402 acre tract, being also an all corner in the north line of said 108,529 acre tract, for a total distance of 316.72 feet for the southwest corner of the herein described tract, also being in the east line of The Commons at Rowe Lane, Phase II A, a subdivision of record in Document No. 201100082, of the Official Public Records of Travis County, Texas, being also in the east line of Windmill Ranch Avenue;

THENCE, over and across said 108,529 acre tract and said 71,402 acre tract, being also in the sold east line of The Commons at Rowe Lane, Phase II B, being also in the east line of said Windmill Ranch Avenue the following five (5) courses and distances:


1. N 17°13'19" W, for a distance of 851.03 feet to a 1/2 inch iron rod found at the beginning of a curve to the right,
2. along said curve to the right, passing at an arc distance of 33.92 feet, the sold common line of 108,529 acre tract and 71,402 acre tract, for a total arc distance of 39.27 feet, said curve having a radius of 25.00 feet, a central angle of 90°00'00" and a chord bearing of N 27°48'45" E for a chord distance of 35.36 feet to a 1/2 inch iron rod found at the end of said curve,
3. N 17°13'19" W, for a distance of 90.00 feet to a 1/2 inch iron rod found at the beginning of a curve to the right,
4. along said curve to the right, passing at an arc distance of 5.37 feet, the sold common line of 71,402 acre tract and 108,529 acre tract, for a total arc distance of 39.27 feet, said curve having a radius of 25.00 feet, a central angle of 90°00'00" and a chord bearing of N 62°13'15" W for a chord distance of 35.36 feet to a 1/2 inch iron rod found at the end of said curve, and
5. N 17°13'19" W, for a distance of 390.73 feet to the POINT OF BEGINNING and containing 24,502 acres of land.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	186.12	570.00	18°42'33"	N74°32'30"E	185.30
C2	23.98	15.00	91°37'43"	N19°22'22"E	21.50
C3	21.50	15.00	90°00'00"	S71°26'30"E	21.50
C4	175.43	570.00	17°36'23"	N72°22'42"E	174.60
C5	39.27	25.00	90°00'00"	N27°48'45"E	35.36
C6	39.27	25.00	90°00'00"	N27°48'45"E	35.36
C7	33.92	570.00	3°24'19"	S74°28'38"E	33.87
C8	24.64	15.00	90°00'00"	N27°44'57"E	21.96
C9	77.00	625.00	7°01'33"	S17°12'44"E	76.96
C10	51.91	575.00	3°08'44"	N14°09'38"W	51.79
C28	70.84	575.00	7°01'33"	S17°12'44"E	70.80
C29	24.64	15.00	90°00'00"	N27°44'57"E	21.96
C30	129.83	570.00	17°36'23"	N72°22'42"E	129.65
C31	35.71	630.00	3°23'03"	N6°11'40"E	35.12
C32	23.20	15.00	90°00'00"	N27°44'27"W	20.92
C33	241.48	575.00	24°01'28"	N22°28'47"E	338.46
C34	371.14	825.00	9°01'26"	N22°44'57"W	365.71
C35	23.56	15.00	90°00'00"	S18°33'30"W	21.41
C36	271.84	630.00	24°43'51"	S25°08'42"W	269.83
C37	23.56	15.00	90°00'00"	N22°30'30"E	21.21
C38	23.56	15.00	90°00'00"	S22°29'22"E	21.21
C39	321.57	570.00	12°19'28"	N61°20'56"E	317.32
C40	6.90	10.00	50°29'33"	S05°56'43"E	6.61
C41	6.90	10.00	50°29'33"	N05°56'43"W	6.61
C42	6.90	10.00	50°29'33"	S05°56'43"E	6.61
C43	6.90	10.00	50°29'33"	N05°56'43"W	6.61
C82	105.49	570.00	19°38'15"	S26°44'09"W	105.34
C83	24.43	570.00	2°27'22"	N6°54'03"W	24.43
C84	32.83	630.00	4°47'12"	S24°34'39"E	32.52
C85	62.54	630.00	8°41'17"	N22°29'48"E	62.52
C86	62.54	630.00	8°41'17"	N22°29'48"E	62.52
C87	62.54	630.00	8°41'17"	N22°29'48"E	62.52
C88	62.54	630.00	8°41'17"	N22°29'48"E	62.52
C89	55.10	630.00	5°00'41"	N27°22'56"E	55.09
C70	75.54	575.00	7°31'39"	N27°40'40"W	75.49
C71	77.12	575.00	7°41'04"	N15°04'19"W	77.06
C72	77.12	575.00	7°41'04"	N07°23'14"W	77.06
C73	77.12	575.00	7°41'04"	N07°17'50"E	77.06
C74	34.55	575.00	2°26'44"	N25°12'38"E	34.54
C75	62.53	625.00	8°43'20"	N04°52'52"E	62.50
C76	62.53	625.00	8°43'20"	N01°50'18"W	62.50
C77	62.53	625.00	8°43'20"	N04°54'31"W	62.50
C78	62.53	625.00	8°43'20"	N17°56'47"W	62.50
C79	121.04	625.00	11°05'46"	N20°53'37"E	120.65
C80	109.76	630.00	9°56'57"	S27°48'14"W	109.82
C81	62.54	630.00	8°41'17"	S26°36'21"W	62.52
C82	62.54	630.00	8°41'17"	N22°29'48"E	62.52
C83	37.06	430.00	3°22'21"	N22°10'30"E	37.08
C84	8.95	570.00	4°51'59"	S25°58'21"E	8.95
C85	77.25	570.00	7°43'00"	S27°18'18"E	77.19
C86	49.25	570.00	4°57'00"	N22°22'19"E	49.23

LINE TABLE		
LINE	BEARING	LENGTH
L1	N67°48'00"E	50.00
L2	S26°28'30"E	80.00
L3	N61°19'12"E	41.36
L4	S02°54'36"W	25.57
L5	N17°13'19"W	90.00
L11	N29°29'22"E	50.00
L12	N26°43'03"E	3.33
L13	N26°28'30"E	19.99
L14	N27°28'33"E	3.33
L20	N15°20'44"W	77.89
L21	N13°15'28"W	60.71
L22	N27°40'57"W	65.85
L24	N21°11'02"W	59.26
L27	S27°19'22"E	60.94
L28	N27°30'38"E	40.42
L29	N27°34'56"E	62.46

BLOCK		SQ. FEET	
NO.	AREA	NO.	AREA
1	80753	N 1	8651
2	79630	N 2	7800
3	79444	N 3	8098
4	8361	N 4	8576
5	9176	N 5	9488
6	9476	N 6	128018
7	9476	N 7	4465
8	9476	N 8	8318
9	9476	N 9	6664
10	9476	N 10	10045
11	9476	N 11	10690
12	9476	N 12	162519
13	9476	N 13	4465
14	9476	N 14	7800
15	85584	N 15	7800
16	8475	N 16	7800
17	8556	N 17	7800
18	9137	N 18	7800
19	7800	N 19	7800
20	7800	N 20	7800
21	8304	N 21	7800
22	8664	N 22	7800
23	9137	N 23	7800
24	9108	N 24	7800

LOCATIONS



ZWA

Zamor, L.L.C.

Professional Land Surveyors

1435 South Loop 4, P.O. Box 1008, Buda, Texas 78601

Tel (512) 295-0201 • Fax (512) 295-0001

TECH: SEDURA	SURV: GRZ	SHEET
DATE: OCTOBER, 2007	SCALE: 1" = 100'	
DRAWING FILE: 11-1002-11 CARL III-B SHEETS 1-3.DWG		3
PROJECT: COMMONS @ ROWE LANE		OF
JOB NO: 10-1001-05		4

GRAY & ASSOCIATES, INC.

Consulting Engineers

8217 Shoals Creek Blvd., Suite 200

Austin, Texas 78757-7592

(512)452-0371 FAX(512)454-9933

TYPE FIRM # 2948

201300102

FINAL PLAT THE COMMONS AT ROWE LANE PHASE III B

PLAT NOTES AND TRAVIS COUNTY STANDARD NOTES

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

THAT THE COMMONS AT ROWE LANE, L.P., A TEXAS LIMITED PARTNERSHIP, ACTING HEREIN BY AND THROUGH LEE NICOL, PRESIDENT OF ROWE COMMONS CORPORATION, A TEXAS CORPORATION, ITS GENERAL PARTNER BEING THE OWNER OF 0.563 ACRES OF LAND OUT OF THE JACOB CASNER SURVEY NO. 9, ABSTRACT NO. 2753, SITUATED IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 100.529 ACRE TRACT OF LAND CONVEYED BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2006022370 OF THE OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS; AND BEING THE OWNER OF 23.939 ACRES OF LAND OUT OF THE JACOB CASNER SURVEY NO. 9, ABSTRACT NO. 2753, SITUATED IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 71.402 ACRE TRACT OF LAND CONVEYED BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 200720548 OF THE OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS; PURSUANT TO CHAPTERS 212 AND 232 OF THE TEXAS LOCAL GOVERNMENT CODE, DO HEREBY SUBDIVIDE SAID 24.502 ACRES OF LAND IN ACCORDANCE WITH THE MAP OR PLAT ATTACHED HERETO, TO BE KNOWN AS THE COMMONS AT ROWE LANE PHASE III B AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

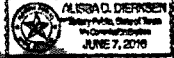
WITNESS MY HAND AND SEAL OF THE COUNTY OF TRAVIS, TEXAS, THIS 2nd DAY OF November, 2012, A.D.

BY: LEE NICOL, PRESIDENT
ROWE COMMONS CORPORATION
A TEXAS CORPORATION
ITS GENERAL PARTNER
2501 NORTH, SUITE A
DALLAS, TEXAS 75107

BY: JAMES R. BARNES
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON November 2, 2012, BY LEE NICOL, PRESIDENT OF ROWE COMMONS CORPORATION, A TEXAS CORPORATION, GENERAL PARTNER OF THE COMMONS AT ROWE LANE, L.P., A TEXAS LIMITED PARTNERSHIP, AND JAMES R. BARNES, NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.

Alissa D. Dierksen
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
Alissa D. Dierksen
PRINTED NAME OF NOTARY



WITNESS MY HAND THIS 2nd DAY OF November, 2012, A.D.

THE STATE OF TEXAS §
THE CITY OF PFLUGERVILLE §
APPROVED THIS 5th DAY OF November, 2012, A.D., BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PFLUGERVILLE, TEXAS, ON BEHALF OF THE CITY OF PFLUGERVILLE, TEXAS.

THIS PLAT REFLECTS THE APPROVAL GRANTED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PFLUGERVILLE, TEXAS, ON BEHALF OF THE CITY OF PFLUGERVILLE, TEXAS, THIS 5th DAY OF November, 2012, A.D.

BY: Emily M. Barron
EMILY BARRON, PLANNING DIRECTOR

ATTEST:
Karen Thompson
KAREN THOMPSON, CITY SECRETARY



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

THAT I, G. RENE ZAMORA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, 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 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 HERETO.

G. RENE ZAMORA
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5682
STATE OF TEXAS
ZAMORA, L.L.C., DBA ZWA
1435 SOUTH LOOP 4
P.O. BOX 1030
BUENA VISTA, TEXAS 78610
PHONE: (512) 295-6201, FAX: (512) 295-6091



I, JOHN D. HINES, 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, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

A 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) PANEL NO. 48453C-0220N FOR TRAVIS COUNTY, TEXAS, DATED SEPTEMBER 26, 2008. A LETTER OF MAP REVISION (LOMR #1824-0222N) HAS BEEN APPROVED BY TRAVIS COUNTY AND IS UNDER REVIEW BY FEMA. THE ULTIMATE 100-YEAR FLOODPLAIN SHOWN IS BASED ON THE STUDY USED FOR THE LETTER OF MAP REVISION. THE ULTIMATE 100-YEAR FLOODPLAIN WILL BE CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN HEREON, UPON COMPLETION OF SUBDIVISION CONSTRUCTION IMPROVEMENTS.

WITNESS MY HAND THIS 2nd DAY OF November, 2012, A.D.

GRAY & ASSOCIATES, INC.
8217 SHOAL CREEK BLVD., SUITE 200
AUSTIN, TEXAS 78755
TELE # 2945
John D. Hines
JOHN D. HINES
REGISTERED PROFESSIONAL ENGINEER NO. 96691
November 2, 2012
DATE



1. THIS PROPERTY IS OUTSIDE THE CITY OF PFLUGERVILLE CITY LIMITS, BUT WITHIN THE E.T.J.
2. NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES OR LANDSCAPING AND OTHER STRUCTURES SHALL BE PERMITTED IN DRAINAGE EASEMENTS EXCEPT AS APPROVED BY TRAVIS COUNTY AND THE CITY OF PFLUGERVILLE.
3. PROPERTY OWNER OR ASSIGNS SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AND UTILITY EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES FOR INSPECTION OR MAINTENANCE OF SAID EASEMENTS.
4. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR ASSIGNS.
5. A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
6. 4' SIDEWALKS SHALL BE CONSTRUCTED ALONG EACH SIDE OF ALL LOCAL STREETS IN THIS SUBDIVISION. SIDEWALK RAMPS FOR HANDICAP ACCESS SHALL BE PROVIDED AT ALL STREET INTERSECTIONS UNLESS NOTED OTHERWISE.
7. A TEN (10) FOOT WIDE PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED PARALLEL WITH AND ADJACENT TO ALL STREET RIGHTS-OF-WAY.
8. THE 25 AND 100 YEAR FLOOD PLAIN WILL BE CONTAINED WITHIN THE DRAINAGE EASEMENTS AND STREET RIGHTS-OF-WAY SHOWN HEREON.
9. MENVILLE WSC SHALL PROVIDE WHOLESALE WATER SERVICE TO THE SUBDIVISION. RETAIL WATER SERVICE WILL BE PROVIDED BY THE CITY OF PFLUGERVILLE. WASTEWATER WHOLESALE AND RETAIL SERVICES WILL BE PROVIDED BY THE CITY OF PFLUGERVILLE.
10. THERE SHALL BE NO OCCUPANCY OF ANY LOT IN THIS SUBDIVISION UNTIL CONNECTION HAS BEEN MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
11. THERE SHALL BE NO OCCUPANCY OF ANY LOT IN THIS SUBDIVISION UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY FOR THE PROPOSED DEVELOPMENT.
12. FLOOD INSURANCE IS MANDATORY FOR BUILDINGS IN FEMA-IDENTIFIED HIGH-RISK AREAS WHICH ARE DESIGNATED FLOOD HAZARD AREAS (FHA'S). THIS REQUIREMENT APPLIES TO BUILDINGS LOCATED IN FHA'S OR FEMA FLOOD MAPS INCLUDING LOANS FOR MANUFACTURED (MOBILE) HOMES AND COMMERCIAL BUILDINGS. WHENEVER FEDERALLY BACKED LOANS ARE MADE, HOME EXTENSION OR HOME IMPROVEMENT, COMMERCIAL OR FARM CREDIT LOAN IN AN FHA, THE LENDER MUST REQUIRE FLOOD INSURANCE.
13. LAKEOSIDE MUNICIPAL UTILITY DISTRICT NO. 3 WILL BE RESPONSIBLE FOR THE MAINTENANCE OF THE FOLLOWING LOTS. ALSO, THE FOLLOWING LOTS WILL BE DEDICATED TO AND OWNED BY LAKEOSIDE MUNICIPAL UTILITY DISTRICT NO. 3 UNTIL DEEDED TO THE CITY OF PFLUGERVILLE:
 - LOT 3, BLOCK H DRAINAGE EASEMENT AND PARKLAND (PUBLIC) 6.904 ACRES
 - LOT 8, BLOCK N DRAINAGE EASEMENT AND PARKLAND (PUBLIC) 2.893 ACRES
 - LOT 7, BLOCK M DRAINAGE EASEMENT AND OPEN SPACE (PUBLIC) 0.335 ACRES
 - LOT 6, BLOCK FT DRAINAGE EASEMENT AND OPEN SPACE (PUBLIC) 0.483 ACRES
 - LOT 54, BLOCK O DETENTION POND, DRAINAGE EASEMENT, AND OPEN SPACE (PUBLIC) 3.272 ACRES
14. ALL SINGLE FAMILY RESIDENTIAL LOTS IN THIS SUBDIVISION ARE SUBJECT TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS AS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
15. ALL BUILDING SETBACK LINES WILL BE IN ACCORDANCE WITH THE COMPREHENSIVE DEVELOPMENT AND CONSENT AGREEMENT FOR LAKEOSIDE WOOD NO. 3, BETWEEN ROWE LANE DEVELOPMENT, LTD., H2H CORPORATION, ATLAN ERNEST PFLUGER, JR., RUBY MAE PFLUGER, PATRICIA PFLUGER HOFFMAN, AND THE CITY OF PFLUGERVILLE, TEXAS, EFFECTIVE DATE NOVEMBER 22, 2004 (AS AMENDED OR REVISED BY ANY INSTRUMENTS ON FILED WITH THE CITY OF PFLUGERVILLE, TEXAS).
16. ALL NEW TELEPHONE AND CABLE TELEVISION UTILITY LINES AND ALL ELECTRIC UTILITY LATERAL AND SERVICE LINES AND WIRES SHALL BE PLACED UNDERGROUND, EXCEPT AS OTHERWISE HEREBY PROVIDED.
17. WHERE EXISTING OVERHEAD ELECTRIC SERVICE EXISTS, ELECTRIC UTILITY SERVICE LINES FOR STREET OR SITE LIGHTING SHALL BE PLACED UNDERGROUND.
18. ALL ELECTRIC, CABLE TELEVISION AND TELEPHONE SUPPORT EQUIPMENT (TRANSFORMERS, AMPLIFIERS, SWITCHING DEVICES, ETC.) NECESSARY FOR UNDERGROUND INSTALLATIONS IN SUBDIVISIONS SHALL BE PAD MOUNTED OR PLACED UNDERGROUND IN A PUBLIC UTILITY EASEMENT RATHER THAN A RIGHT-OF-WAY.
19. THIS SUBDIVISION IS SUBJECT TO ALL CITY OF PFLUGERVILLE ORDINANCES RELATED TO TREE CONSERVATION INCLUDING, BUT NOT LIMITED TO, THE CONSERVATION STANDARDS OUTLINED IN THE UNIFORM DEVELOPMENT CODE.
20. THE ASSESSED IMPACT FEE RATE FOR THE CITY OF PFLUGERVILLE WASTEWATER SERVICE SHALL BE \$2414.00 AS STATED THROUGH THE COMPREHENSIVE DEVELOPMENT AND CONSENT AGREEMENT FOR LAKEOSIDE WOOD NO. 3 (THE DISTRICT DATED NOVEMBER 22, 2004, AND RELATED SUPPORTING DOCUMENTS BETWEEN THE CITY AND THE DISTRICT).
21. STREET LIGHTS SHALL BE PROVIDED IN ACCORDANCE WITH THE UNIFIED DEVELOPMENT CODE SUBCHAPTER 13 AND ANY OTHER PROVISIONS REQUIRED BY THE CITY OF PFLUGERVILLE. A STREET LIGHTING PLAN SHALL BE APPROVED BY THE APPLICABLE ELECTRIC UTILITY PROVIDER AS WELL AS THE CITY OF PFLUGERVILLE.
22. PARKLAND DEDICATION FOR THIS SUBDIVISION IS SATISFIED BY ELIGIBLE PARKLAND PLATTED IN PHASE I (18,290 ACRES), PHASE II (1,962 ACRES), PHASE III B (3,287 ACRES), AND WITH THE ADDITION OF LOT 3, BLOCK H, LOT 6, BLOCK N, AND LOT 54, BLOCK O FOR THE 13,069 ACRES WITH THIS PLAT.

TRAVIS COUNTY COMMISSIONERS COURT RESOLUTION

IN APPROVING THIS PLAT, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR GULLIES IN CONNECTION THEREWITH. THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, AND ANY BRIDGES AND GULLIES 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 THE 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 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. IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS TO MAINTENANCE, 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 OWNER AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN CONSTRUCTED FOR MAINTENANCE BY THE COUNTY. APPROPRIATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

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

THE STATE OF TEXAS §
THE COUNTY OF TRAVIS §

I, DANA DEBEAUVOUR, CLERK OF THE COUNTY OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE 30th DAY OF May, 2012, A.D., AT 2:24 O'CLOCK P.M., THE COMMISSIONER'S COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING 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 30th DAY OF May, 2012, A.D.
DANA DEBEAUVOUR, COUNTY CLERK
TRAVIS COUNTY, TEXAS



THE STATE OF TEXAS §
THE COUNTY OF TRAVIS §

I, DANA DEBEAUVOUR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF TRAVIS COUNTY, TEXAS, ON THE 30th DAY OF May, 2012, A.D., AT 2:24 O'CLOCK P.M., AND WAS DULY RECORDED ON THE 30th DAY OF May, 2012, A.D., AT 2:24 O'CLOCK P.M. IN OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 30th DAY OF May, 2012, A.D.

DANA DEBEAUVOUR, COUNTY CLERK
TRAVIS COUNTY, TEXAS



GRAY & ASSOCIATES, INC.
Consulting Engineers
8217 Shoal Creek Blvd., Suite 200
Austin, Texas 78757-7092
(512) 452-0371 FAX (512) 454-9933
TELE FIRM # 2945

LOCATIONS
ZWA
Zamora, L.L.C.
Professional Land Surveyors
1435 South Loop 4, P.O. Box 1030, Buena Vista, Texas 78610
Tel (912) 295-6201 • Fax (912) 295-6091

TECH: SEGURA	SURV: GRZ	SHEET 4 OF 4
DATE: OCTOBER, 2007	SCALE: 1" = 100'	
DRAWING FILE: 11-1002-11 CARL II-B SHEETS 1-3.DWG		
PROJECT: COMMONS @ ROWE LANE		
JOB NO: 10-1001-05		



TRV 201300102

4 PGS

PLAT

PLAT RECORDS INDEX SHEET:

SUBDIVISION NAME: FINAL PLAT THE COMMONS AT ROWE LANE PHASE II B

OWNERS NAME: THE COMMONS AT ROWE LANE, LP; ROWE COMMONS CORPORATION

RESUBDIVISION? YES NO

ADDITIONAL RESTRICTIONS / COMMENTS:

2013098201--TAX CERTIFICATE
2013098220--AMENDMENT

RETURN:

JOE ARRIAGA, TNR
512-854-7562

Recorders Memorandum: At the time of recording this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

May 30, 2013 02:24 PM 201300102

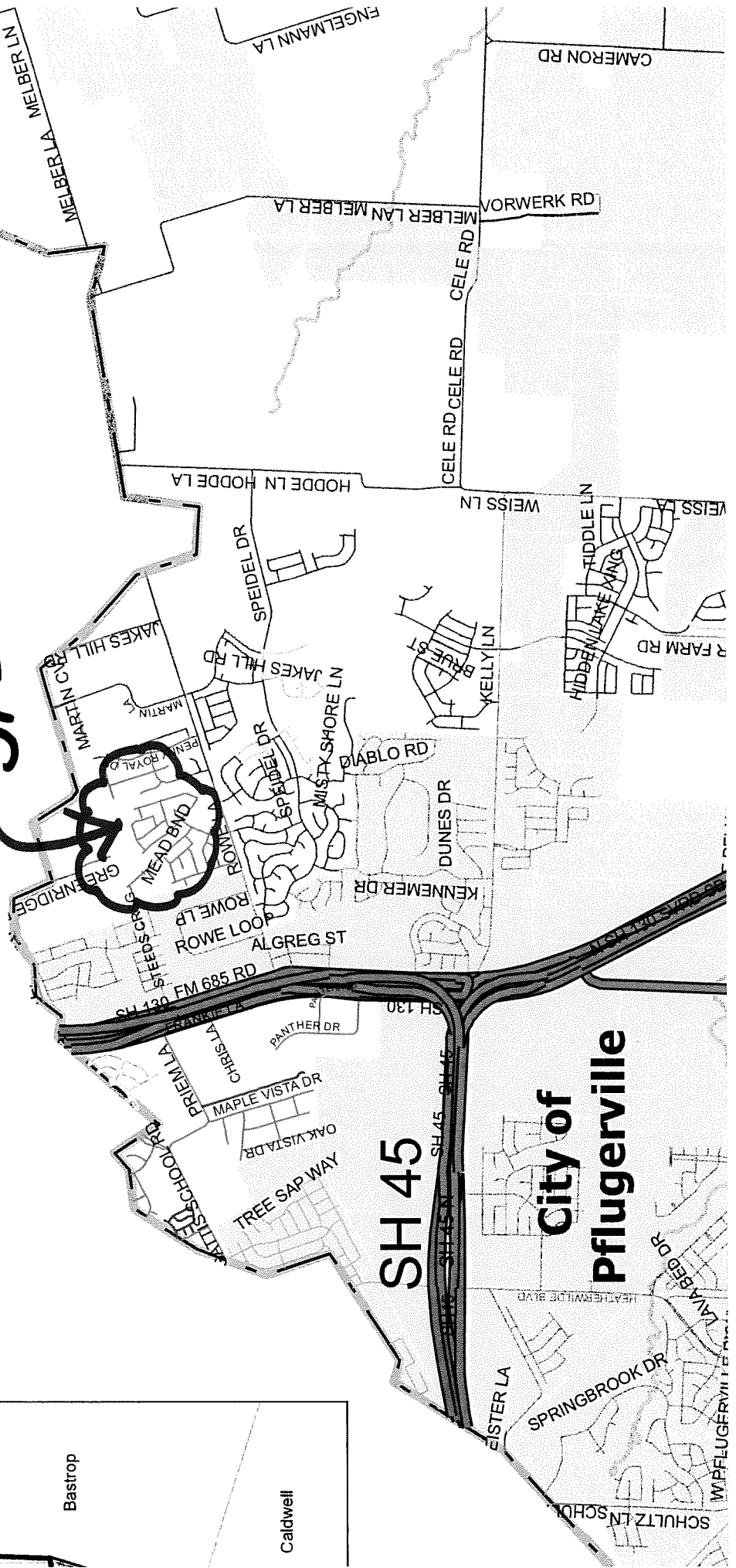
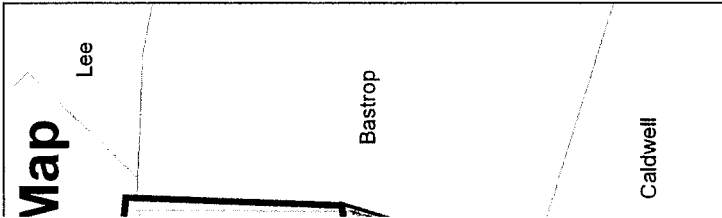
MITCHELLM: \$119.00

Dana DeBeauvoir, County Clerk
Travis County TEXAS

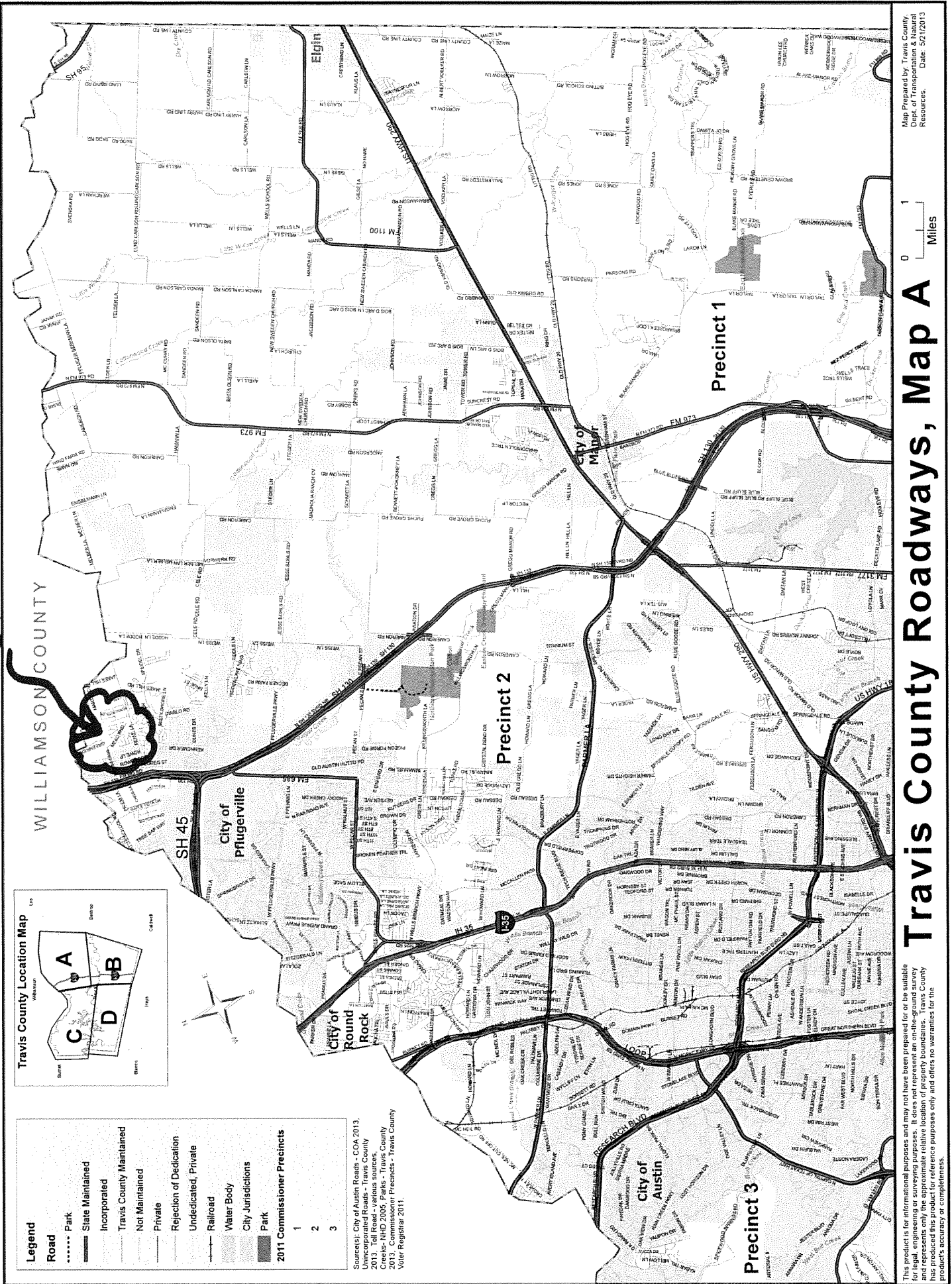
UNOFFICIAL COPY

WILLIAMSON COUNTY

Site



Site



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

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 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 Commissioners Court Agenda Request

Meeting Date: 8/13/2013

Prepared By/Phone Number: Michael G Hemby – TCSO - 44924

Elected/Appointed Official/Dept. Head: Sheriff Greg Hamilton

Commissioners Court Sponsor: Judge Sam Biscoe

AGENDA LANGUAGE: Consider and approve Amendment No. Ten to the Memorandum of Understanding (“MOU”) Relating to Security for the Combined Transportation, Emergency & Communications Center (“CTECC”), extending the scope of work for the Travis County Sheriff’s Office through FY14. (TCSO)

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Contract amendment number eleven of the security services contract wherein TCSO provides for site security for the CTECC facility.

STAFF RECOMMENDATIONS:

Annual renewal and update. Recommended for approval.

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

Funding level not to exceed \$1,183,211.00 for this upcoming fiscal year.

REQUIRED AUTHORIZATIONS:

Item has been reviewed and approved by Co Atty James Connolly.



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

MAKR SAWA
Major - Administration & Support

Date: 8/2/2013
To: Travis County Commissioners Court
From: Michael G Hemby 783, Planning Manager
Subject: FY13 CTECC Security MOU – Amendment Number 11

Proposed Motion:

Approve Amendment No. Eleven to the Memorandum of Understanding ("MOU") Relating to Security for the Combined Transportation, Emergency & Communications Center ("CTECC"), extending the scope of work for the Travis County Sheriff's Office through FY14.

Summary & Recommendation:

Under the existing security MOU with the City of Austin, TCSO law enforcement has provided security services to CTECC since FY03. All parties and stakeholders to this agreement are satisfied with the each other's performance and desire the continuation of this arrangement.

This is a revenue-generating contract for Travis County. TCSO, with the concurrence and cooperation of Travis County Emergency Services ("TCES") and County representatives on the CTECC Operating Board, recommends approving the proposed motion.

The FY13 security not to exceed budget level for the CTECC program is \$1,183,211.00, an amount that adequately supplements TCSO's personnel costs in providing services for around-the-clock protection of the site, facility, related systems, and personnel. This rate and budget was approved by the CTECC governing board for FY 2013 in July of 2013 in accordance with estimates given to the board and is set for Austin City Council approval on August 22nd.

The security MOU is structured to automatically renew on an annual basis. However, amendments to this agreement are routinely necessary to reflect the updated scope of work each fiscal year.

There is an increase this year in the service provision which requires the addition of one additional POPS Scale FTE in order to provide for enhanced services at the center. This is included in the costing model and associated revenue. The Planning and Budget Office has been aware of this matter and is simply awaiting approval of the interlocal in order to add the additional slot effective October 1, 2013.

There appear to be no issues or concerns with approving the recommended action by TCSO personnel or either the governing or operating board.

Attachment:

Amendment No. 11 to the CTECC Security MOU (Three Originals)

Cc:

County Attorney – Jim Connolly

County Auditor – Nicki Riley

PBO – Travis Gatlin

Emergency Services – Danny Hobby

TCSO Finance – Paul Matthews



Safety, Integrity, Tradition of Service

Amendment No. 11
to the
Memorandum of Understanding Relating to Security Services
Contract No. NI100000001
for the
Combined Transportation, Emergency & Communications Center

This Amendment Number Eleven to the Memorandum of Understanding Relating to Security Services for the Combined Transportation, Emergency & Communications Center (the "CTECC Security MOU") is made and entered into by the following Parties: the City of Austin (the "City") and Travis County, Texas (the "County"), pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

WHEREAS, the Parties and their fellow Coalition Members operate and maintain a Combined Transportation, Emergency & Communications Center ("CTECC") and annually budget for such; and,

WHEREAS, City, acting as the managing CTECC partner and on behalf of fellow Coalition Members, has entered into an Interlocal cooperative agreement (this "MOU") with County, via the Travis County Sheriff's Office ("TCSO"), to provide certain services for securing and protecting CTECC personnel, the Facility, the Site, and the Supported Systems; and,

WHEREAS, the 2nd extension option term of the CTECC Security MOU will expire on September 30, 2013. The 3rd extension option term will begin on October 1, 2013 for 12 months; and,

WHEREAS, the Parties wish to increase the remaining option terms, add additional extension options and add to the scope of responsibilities of the TCSO.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this amendment and other good and valuable consideration, the Parties agree to amend the CTECC Security MOU as follows:

1.0 The cost of the third extension option is increased by an additional \$113,013, for a total amount not to exceed \$1,183,211; and,

2.0 The cost of the fourth extension option is increased by an additional \$130,497, for a total amount not to exceed \$1,254,204; and,

3.0 Three additional 12-month extension options in amounts not to exceed \$1,329,456 for the fifth extension option, \$1,409,224 for the sixth extension option and \$1,493,777 for the seventh extension option are available under the terms of CTECC Security MOU

4.0 The total contract amount including all options shall not exceed \$14,979,604.

5.0 Attachment I, CTECC Security Services Scope of Work is to be amended to add the following responsibilities to the TCSO:

Position Duties:

Responsible for the operation of x-ray machines and metal detectors.

Searching citizens and their packages.

Provide walking patrols of CTECC.

Make on-site arrests for violations of State Law.

Complete complaints and arrest affidavits, report writing and related paperwork.

Other duties as may be assigned by the Sergeant of the CTECC-LE team.

Must be available to work nights, weekends and alternate duty hour schedules.

6.0 The Effective Date of this Amendment Number 11 is October 1, 2013.

Except as otherwise amended herein, all other terms and conditions of the CTECC Security MOU remain the same.

By the signatures affixed below, this amendment is hereby incorporated into and made a part of the CTECC Security MOU.

EXECUTED as of the latest date set forth below:

City of Austin

City Manager

Printed Name: _____

Signature: _____

Date: _____

Travis County, Texas

Travis County Judge

Printed Name: _____

Signature: _____

Date: _____

Travis County Sheriff

Printed Name: _____ Greg Hamilton _____

Signature: _____

Date: _____



Travis County Commissioners Court Agenda Request

Meeting Date: 08/13/2013, 9:00 AM, Voting Session

Prepared By/Phone Number: Alan Miller, Planning and Budget, 854-9726

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive
Planning and Budget

Commissioners Court Sponsor: Judge Samuel T. Biscoe

Review and approve requests regarding grant programs, applications, contracts and related special budgets, and permissions to continue:

- A. Annual application to the Corporation for National and Community Service (CNCS) with funds originating from the Texas Department on Aging and Disability Services (DADS) for Health and Human Services and Veterans Service Department to receive operating resources to continue the Coming of Age Program;
- B. New contract with 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
- C. Contract with the Austin Community Foundation (funded by Capital Metro), for a program in Health and Human and Veterans Services, to provide bus passes for eligible clients in Health and Human Services and Veterans Services Department.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Items A and C are existing programs that are seeking renewals. Item B is a one-time program to provide funds for a conference being hosted by the Sheriff.

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 requires a cash match which is included in the exiting departmental budget.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office
County Judge's Office

Leslie Browder
David Salazar

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE

FY 2013

The following list represents those actions required by the Commissioners Court for departments to apply for, accept, or continue to operate grant programs. This regular agenda item contains this summary sheet, as well as backup material that is attached for clarification.

Application	Dept.	Grant Title	Grant Period	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	PBO Notes	Auditor's Assessment	Page #
A	158	Coming of Age (DADS)	09/01/13 - 03/31/14	\$14,282	\$14,282	\$0	\$0	\$28,564	-	R	MC	10
Contracts												
B	137	Vision Summit	01/01/13 - 09/30/13	\$78,147	\$0	\$0	\$0	\$78,147	0.00	R	MC	26
C	158	Basic Transportation Needs Fund (Capital Metro Pass Program)	09/01/13 - 08/31/14	\$5,790	\$0	\$0	\$0	\$5,790	0.00	R	MC	52

PBO Notes:

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

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

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

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

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

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
142	Drug Diversion Court	09/01/13 - 08/31/14	\$155,838	\$0	\$0	\$0	\$155,838	2.00	2/19/2013
122	Family Drug Treatment Court	09/01/13 - 08/31/14	\$143,438	\$0	\$0	\$0	\$143,438	1.00	2/26/2013
119	Family Violence Accelerated Prosecution Program	09/01/13 - 08/31/14	\$84,954	\$34,053	\$0	\$17,088	\$136,095	1.77	2/26/2013
145	Trauma Informed Assessment and Response program	09/01/13 - 08/31/14	\$193,808	\$0	\$0	\$0	\$193,808	0.50	2/26/2013
158	Parenting in Recovery II*	09/30/12 - 09/29/13	\$625,747	\$0	\$268,195	\$0	\$893,942	1.00	2/26/2013
145	IMPACT: Investing in Minds to Prepare for A Career in Technology	10/1/13 - 09/30/14	\$416,327	\$0	\$0	\$0	\$416,327	1.00	3/5/2013
137	K9s4COPs	04/01/13 - 09/30/13	\$12,000	\$0	\$0	\$0	\$12,000	-	3/26/2013
145	Leadership Academy	10/01/13 - 09/30/14	\$143,665	\$47,888	\$0	\$0	\$191,553	1.75	3/26/2013
158	Basic Transportation Needs Fund (Bus Pass Program)	09/01/13 - 08/31/14	\$5,790	\$0	\$0	\$0	\$5,790	-	4/9/2013
145	FRESH Youth (Finding Regionally Sourced Food for High-Risk Youth)	11/01/13 - 10/31/14	\$45,000	\$15,000	\$0	\$0	\$60,000	-	4/16/2013
157	NEH Preservation Assistance for Smaller Institutions	05/01/14 - 08/01/14	\$6,000	\$0	\$0	\$0	\$6,000	-	4/16/2013
137	State Criminal Alien Assistance Program - SCAAP 13	07/01/11 - 06/30/12	\$40,568,231	\$0	\$0	\$0	\$40,568,231	-	4/16/2013
137	SCATTIF Sheriff's Combined Auto Theft Task Force	09/01/13 - 08/31/14	\$1,001,869	\$134,184	\$258,235	\$0	\$1,394,288	12.00	4/30/2013
145	Taking the SmartPath: 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

3

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
147	FY13 Homeland Security Grant Program / State Homeland Security Program (SHSP)- GASID	10/01/13 - 11/30/14	\$9,500	\$0	\$0	\$0	\$9,500	-	5/21/2013
158	AmeriCorps	08/01/13 - 07/31/14	\$298,671	\$500,191	\$0	\$0	\$798,862	31.00	5/21/2013
158	Parenting in Recovery II	09/30/13 - 09/29/14	\$481,000	\$259,000	\$0	\$0	\$740,000	2.00	5/28/2013
145	National School Lunch/Breakfast Program & USDA School Commodity Program	09/30/13 - 09/29/14	\$307,204	\$0	\$0	\$0	\$307,204	-	6/4/2013
145	The Eagle Soars: An Educational and Career Development Program*	09/01/13 - 08/31/14	\$115,955	\$0	\$0	\$0	\$115,955	-	6/11/2013
120	Verifying UOCAVA Ballot Inclusion in Election Results	09/01/13 - 11/30/14	\$4,183,575	\$0	\$0	\$0	\$0	1.00	6/18/2013
120	Electronic Transmission of Ballot Portal	09/01/13 - 11/30/14	\$19,950	\$0	\$0	\$0	\$0	-	6/18/2013
137	Vision Summit	01/01/13 - 09/30/13	\$78,147	\$0	\$0	\$0	\$78,147	-	7/2/2013
145	Enhancing Supervision, Security, and Policies to Ensure Youth Safety	10/01/13 - 09/30/15	\$250,000	\$262,446	\$0	\$0	\$512,446	3.15	7/2/2013
135	Accessible Parking Awareness Campaign	10/01/13 - 03/31/14	\$37,125	\$12,375	\$0	\$0	\$49,500	0.50	7/9/2013
124	Veterans Commission Grant	01/01/14 - 12/31/14	\$21,432	\$0	\$0	\$0	\$21,432	-	7/16/2013
158	Emergency Food and Shelter Program, Phase 31	04/01/13 - 03/31/14	\$25,000	\$0	\$0	\$0	\$25,000	-	7/23/2013
137	SCATTF - Sheriff's Combined Auto Theft Task Force	09/01/13 - 08/31/14	\$641,481	\$131,022	\$254,949	\$0	\$1,027,452	11.00	7/30/2013
			\$52,646,115	\$1,840,464	\$886,098	\$73,588	\$51,242,740	88.70	

*Amended from original agreement.

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

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

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

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Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
147	Fire Mitigation Assistance Grant- Hodde Lane Fire #2957	09/04/11	\$20,951	\$0	\$0	\$0	\$20,951	-	6/11/2013
149	Pace Bend Park Low Water Boat Ramp	09/04/11	\$80,460	\$0	\$26,820	\$0	\$107,280	-	6/18/2013
158	Low Income Home Energy Assistance Program (LIHEAP)	04/01/13 - 03/31/14	\$823,394	\$0	\$0	\$0	\$823,394	-	7/23/2013
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	7/30/2013
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	7/30/2013
117	Southeast Travis County Historical Survey	10/01/12 - 09/30/14	\$7,500	\$0	\$6,000	\$1,500	\$15,000	0.00	8/6/2013
			\$14,971,031	\$400,027	\$214,286	\$0	\$15,585,344	23.08	

*Amended from original agreement.

FY 2013 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Grant Term per Application	Amount requested for PTC			Filled FTEs	PTC Expiration Date	Cm. Ct. PTC Approval Date	Cm. Ct. Contract Approval Date	Has the General Fund been Reimbursed
			Personnel Cost	Operating Transfer	Total Request					
137	Child Abuse Victim Services Personnel**	09/01/12 - 08/31/13	\$8,920	\$0	\$8,920	1.00	10/31/2012	8/14/2012	N/A	Yes
119	Family Violence Accelerated Prosecution Program	09/01/12 - 08/31/13	\$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
158	AmeriCorps Grant Program	08/01/13 - 07/31/14	\$100,540	\$7,300	\$107,840	31.00	9/30/2013	7/30/2013	N/A	No
Totals			\$435,347	\$607,300	\$1,042,647	47.00				



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:	Travis County Health and Human Services and Veterans Service	
Contact Person/Title:	John C. Bradshaw/ Contract Specialist	
Phone Number:	854-4277	

Grant Title:	Coming of Age (DADS)		
Grant Period:	From: <input type="text" value="Sep 1, 2013"/>	To: <input type="text" value="Mar 31, 2014"/>	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Corporation for National and Community Service (CNCS)		
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:	Texas Dept. on Aging and Disability Services (DADS)		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Operating:	\$ 14,282	\$ 14,282	\$ 0	\$ 0	\$ 28,564
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Totals:	\$ 14,282	\$ 14,282	\$ 0	\$ 0	\$ 28,564
FTEs:	0.00	0.00	0.00	0.00	0.00

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

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

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+ - Applicable Departmental Measures					
1.	Number of volunteers referred to nonprofit organizations	3,732	800	800	800
2.	Number of elderly able to continue living in their own homes because of volunteer help	628	1000	1000	1000
3.	Number of agencies using volunteers as part of the effort to maintain services and programs	23	25	25	25
4.	Number of nonprofit organizations provided with training and technical assistance through the nonprofit support component of the Coming of Age program	9	30	30	30
+ - Measures for the Grant					
1.	Dept. measures and grant measures are the same	100%	70%	70%	70%
Outcome Impact Description		70% of organizations provided with Coming of Age volunteers rep			
2.		100%	75%	75%	75%
Outcome Impact Description		75% of clients served will remain in their homes			
3.		NA	80%	80%	80%
Outcome Impact Description		80% of organizations report that their capacity increased as a result			

PBO Recommendation:

The Health and Human Services and Veterans Service Department (HHSVS) is requesting Commissioners Court approval of a grant application to the Corporation for National and Community Service (CNCS) for grant funds passed through the Texas Department on Aging and Disability Services (DADS). The grant of \$14,282 is the prorated amount for seven months of the grant year. The grant requires a match, which is met through HHSVS's annual budget for the Coming of Age program.

Coming of Age receives two grants from the Corporation for National and Community Service (CNCS)—one is a pass-through from the Texas Department of Aging and Disability Services (DADS). The two grants have different terms, but by funding this program on a seven-month basis, CNCS will be able to start and end both grants on the same dates in the next grant year (4/1/14-3/31/15).

While the grant guidelines waive the requirement that indirect costs be included in the grant budget if the budget is less than \$50,000, this particular grant budget is only slightly above over that threshold. Because the program has seen a large decrease in funding, PBO concurs with the department not including indirect costs in this grant application.

PBO recommends approval of this application.

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

Coming of Age Austin Metro focuses on the skills available in the Baby Boomer population as well as older retirees. Coming of Age volunteers focus on the following service areas: education, independent living, health and human services, volunteer mobilization and capacity building. Volunteers are able to explore their future, become community leaders, pursue lifelong learning, and engage in meaningful service. Activities these volunteers pursue include tutoring, mentoring, food distribution, caregiver services, health education, recruiting volunteers for nonprofit organizations, and coordinating fund-raising events for nonprofits.

Coming of Age receives two grants from the Corporation for National and Community Service (CNCS). The Coming of Age (CNCS) grant is for \$50,495 and runs from 4/1/13 – 3/31/14. The Coming of Age (DADS) grant is for \$24,484 and runs from 9/1/12 – 8/31/13. These grant funds enhance an existing program.

This application is for a seven-month Coming of Age (DADS) grant. CNCS is doing this in order to have both grants follow the same start and end dates beginning with the 4/1/14 – 3/31/15 grant year.

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

The \$14,282 grant requires a dollar for dollar cash match from the General Fund. The General Fund budget for Coming of Age more than covers the match requirement. This grant pays for operating expenses. The General Fund would most likely have to cover this if the grant is not renewed.

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 dollar for dollar cash match. This is more than covered by the current Coming of Age General Fund budget. No additional funds are required.

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

As mentioned in the answer to question #1, Coming of Age receives two grants from CNCS. The larger grant was reduced from \$63,119 in FY'11 to the current \$50,495. This 20% decrease has put an even greater strain on an already tight budget. Coming of Age is requesting not to include any indirect costs due to the funding decrease.

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.

The Coming of Age program would have to seek funding from other sources, including the General Fund, if the Corporation for National and Community Service reduced or discontinued this grant.

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 DADS grant provides funding to help Coming of Age achieve the performance measures described on page 1. The grant measures are the same as the department measures.



**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 29, 2013

TO: Members of the Commissioners Court

FROM:

Sherri E. Fleming

Sherri E. Fleming

County Executive for Travis County Health and Human Services
and Veterans Service

SUBJECT: Coming of Age Grant Application to the Corporation for National
and Community Service for grant funds from the Texas Department
of Aging and Disability Services

Proposed Motion:

Consider and take appropriate action to approve a \$14,282 grant application to the Corporation for National and Community Service for grant funds from the Texas Department of Aging and Disability Services to help fund the Coming of Age program in FY'14.

Summary and Staff Recommendation:

Coming of Age Austin Metro focuses on the skills available in the Baby Boomer population as well as older retirees. Coming of Age volunteers focus on the following service areas: education, independent living, health and human services, volunteer mobilization and capacity building. Volunteers are able to explore their future, become community leaders, pursue lifelong learning, and engage in meaningful service. Activities these volunteers pursue include tutoring, mentoring, food distribution, caregiver services, health education, recruiting volunteers for nonprofit organizations, and coordinating fund-raising events for nonprofits.

Coming of Age receives two grants from the Corporation for National and Community Service (CNCS). The Coming of Age (CNCS) grant is for \$50,495 and runs from 4/1/13 – 3/31/14. The Coming of Age (DADS) grant is for \$24,484 and runs from 9/1/12 – 8/31/13.

This application is for a seven-month Coming of Age (DADS) grant. CNCS is doing this in order to have both grants follow the same start and end dates beginning with the 4/1/14 – 3/31/15 grant year.

TCHHSVS staff recommends approving this application. (CNCS has informed Travis County that the prorated budget is \$14,282 and the narrative and work plan sections of the application do not need to be completed.)

Budgetary and Fiscal Impact:

The prorated FY'14 grant is \$14,282. Travis County is required to provide a dollar for dollar cash match. This is more than covered by the current Coming of Age departmental budget. No additional funds or staff are required.

Instructions from the Corporation for National and Community Service (CNCS) are to include only the grant funds on the SF-424 face sheet and not the county match.

Issues and Opportunities:

Coming of Age provides valuable services to the residents of Travis County in such areas as education, health and human services, volunteer mobilization and capacity building to improve the effectiveness of nonprofits.

Background:

Coming of Age is committed to bringing together people of diverse backgrounds by maintaining a broad and inclusive set of organizational members and volunteer opportunities. Coming of Age is also committed to providing volunteer opportunities for those who may have physical challenges such as sight or hearing limitations or restricted mobility.

Cc: Deborah Britton, Division Director, Community Services, TCHHSVS
Fred Lugo, Manager, Coming of Age
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

DRAFT

PART I - FACE SHEET

APPLICATION FOR FEDERAL ASSISTANCE		1. TYPE OF SUBMISSION: Application <input checked="" type="checkbox"/> Non-Construction	
Modified Standard Form 424 (Rev. 02/07 to conform to the Corporation's eGrants System)			
2a. DATE SUBMITTED TO CORPORATION FOR NATIONAL AND COMMUNITY SERVICE (CNCS):	3. DATE RECEIVED BY STATE:	STATE APPLICATION IDENTIFIER:	
2b. APPLICATION ID: 13SR153437	4. DATE RECEIVED BY FEDERAL AGENCY:	FEDERAL IDENTIFIER:	
5. APPLICATION INFORMATION <i>Travis County through the</i>			
LEGAL NAME: Travis County Health and Human Services and Veterans Services DUNS NUMBER: 030908842		NAME AND CONTACT INFORMATION FOR PROJECT DIRECTOR OR OTHER PERSON TO BE CONTACTED ON MATTERS INVOLVING THIS APPLICATION (give area codes): NAME: Fred Lugo TELEPHONE NUMBER: (512) 854-4105 FAX NUMBER: (512) 854-4131 INTERNET E-MAIL ADDRESS: fred.lugo@co.travis.tx.us	
ADDRESS (give street address, city, state, zip code and county): PO Box 1748 Austin TX 78767 - 1748 County: <i>Travis</i>		7. TYPE OF APPLICANT: <input checked="" type="checkbox"/> 7a. Local Government - County 7b. Local Government, Municipal	
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 746000192		9. NAME OF FEDERAL AGENCY: Corporation for National and Community Service	
8. TYPE OF APPLICATION (Check appropriate box). <input checked="" type="checkbox"/> NEW <input type="checkbox"/> NEW/PREVIOUS GRANTEE <input type="checkbox"/> CONTINUATION <input type="checkbox"/> AMENDMENT If Amendment, enter appropriate letter(s) in box(es): <input type="checkbox"/> <input type="checkbox"/> A. AUGMENTATION B. BUDGET REVISION C. NO COST EXTENSION D. OTHER (specify below):		11.a. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Coming of Age Austin Metro 11.b. CNCS PROGRAM INITIATIVE (IF ANY):	
10a. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 94.002 10b. TITLE: Retired and Senior Volunteer Program		12. AREAS AFFECTED BY PROJECT (List Cities, Counties, States, etc):	
13. PROPOSED PROJECT: START DATE 09/01/13 END DATE 03/31/14		14. CONGRESSIONAL DISTRICT OF: a.Applicant <input checked="" type="checkbox"/> TX 021 b.Program <input checked="" type="checkbox"/> TX 021	
15. ESTIMATED FUNDING: Year #: <input type="text" value="1"/>		18. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? <input type="checkbox"/> YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE: <input checked="" type="checkbox"/> NO. PROGRAM IS NOT COVERED BY E.O. 12372	
a. FEDERAL	\$ 14,282.00	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? <input type="checkbox"/> YES if "Yes," attach an explanation. <input checked="" type="checkbox"/> NO	
b. APPLICANT	\$ 0.00		
c. STATE	\$ 0.00		
d. LOCAL	\$ 0.00		
e. OTHER	\$ 0.00		
f. PROGRAM INCOME	\$ 0.00		
g. TOTAL	\$ 14,282.00		
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.			
a. TYPED NAME OF AUTHORIZED REPRESENTATIVE: <i>Samuel T. Biscoe</i>		b. TITLE: <i>Travis County Judge</i>	c. TELEPHONE NUMBER: <i>512-854-9555</i>
d. SIGNATURE OF AUTHORIZED REPRESENTATIVE: <i>BY:</i>			e. DATE SIGNED:

DRAFT

Narratives

Executive Summary

NA

Strengthening Communities

NA

Recruitment and Development

NA

Program Management

NA

Organizational Capability

NA

Other

NA

PNS Amendment (if applicable)

NA

DRAFT

Performance Measures

% of Unduplicated Volunteers in Work Plans that result in Outcomes: 0%

% of Unduplicated in the Primary Focus Area: 0%

DRAFT

Required Documents

<u>Document Name</u>	<u>Status</u>
Aggregate Dollar Amounts of funding	Not Applicable
Board of Directors	Not Applicable
Community Advisory Group Names and Addresses	Not Applicable
Federal Financial Report User Form	Not Applicable
Financial Management Survey	Not Applicable
Financial Statement Audit or SF-990	Not Applicable
IRS Certification of Non-Profit Status	Not Applicable
Negotiated Indirect Cost Agreement	Not Applicable
Organizational Chart	Not Applicable
Project Director's Job Description	Not Applicable
Recipient Contact Form	Not Applicable
Roster of Volunteer Stations	Not Applicable
Statement of Audit Status	Not Applicable

July 29, 2013 2:00 PM

Coming of Age Austin Metro

Travis County Health and Human Services and Veterans Services

Application ID: 13SR153437

Budget Dates:

	Total Amt	CNCS Share	Grantee Share	Excess Amount
Section I. Volunteer Support Expenses				
A. Project Personnel Expenses				
B. Personnel Fringe Benefits				
FICA	0	0	0	0
Health Insurance	0	0	0	0
Retirement	0	0	0	0
Life Insurance	0	0	0	0
Total	\$0	\$0	\$0	\$0
C. Project Staff Travel				
Local Travel				
Long Distance Travel				
Total	\$0	\$0	\$0	\$0
D. Equipment				
E. Supplies				
F. Contractual and Consultant Services				
I. Other Volunteer Support Costs				
Criminal Background Check	0	0	0	0
Total	\$0	\$0	\$0	\$0
J. Indirect Costs				
Section I. Subtotal	\$0	\$0	\$0	\$0
Section II. Volunteer Expenses				
A. Other Volunteer Costs				
Meals	0	0	0	0
Uniforms	0	0	0	0
Insurance	737	737	0	0
Recognition	5,670	5,670	0	0
Volunteer Travel	7,875	7,875	0	0
Total	\$14,282	\$14,282	\$0	\$0
Section II. Subtotal	\$14,282	\$14,282	\$0	\$0
Budget Totals	\$14,282	\$14,282	\$0	\$0
Funding Percentages		100%	%	
Required Match		n/a		
# of years Receiving CNCS Funds		n/a		

ASSURANCES

As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that the applicant:

- Has the legal authority to apply for federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management, and completion of the project described in this application.
- Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- Will establish safeguards to prohibit employees from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
- Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of disability (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the National and Community Service Act of 1990, as amended; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C 276a and 276a-77), the Copeland Act (40 U.S.C 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for Federally assisted construction sub-agreements.
- Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires the recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16U.S.C. 469a-1 et seq.).
- Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

- Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
- Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984, as amended, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.
- Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, application guidelines, and policies governing this program.

For AmeriCorps State and National Applicants ONLY

*If you are not applying for a grant through AmeriCorps*State and National, you may ignore this section.*

- Will comply with all rules regarding prohibited activities, including those stated in applicable Notice, grant provisions, and program regulations, and will ensure that no assistance made available by the Corporation will be used to support any such prohibited activities.
- Will comply with the nondiscrimination provisions in the national service laws, which provide that an individual with responsibility for the operation of a project or program that receives assistance under the national service laws shall not discriminate against a participant in, or member of the staff of, such project or program on the basis of race, color, national origin, sex, age, political affiliation, disability, or on the basis of religion. (NOTE: the prohibition on religious discrimination does not apply to the employment of any staff member paid with non-Corporation funds or paid with Corporation funds but employed with the organization operating the project prior to or on the date the grant was awarded. If your organization is a faith-based organization that makes hiring decisions on the basis of religious belief, your organization may be entitled, under the Religious Freedom Restoration Act, 42 U.S.C. § 2000bb, to receive federal funds and yet maintain that hiring practice, even though the national service legislation includes a restriction on religious discrimination in employment of staff hired to work on a Corporation-funded project and paid with Corporation grant funds. (42 U.S.C. §§ 5057(c) and 12635(c)). For the circumstances under which this may occur, please see the document "Effect of the Religious Freedom Restoration Act on Faith-Based Applicants for Grants" on the Corporation's website at: <http://www.usdoj.gov/archive/fbci/effect-rfra.pdf>.
- Will comply with all other federal statutes relating to nondiscrimination, including any self-evaluation requirements. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; and (i) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- Will provide, in the design, recruitment, and operation of any AmeriCorps program, for broad-based input from – (1) the community served, the municipality and government of the county (if appropriate) in which the community is located, and potential participants in the program; and (2) community-based agencies with a demonstrated record of experience in providing services and local labor organizations representing employees of service sponsors, if these entities exist in the area to be served by the program;
- Will, prior to the placement of participants, consult with the appropriate local labor organization, if any, representing employees in the area who are engaged in the same or similar work as that proposed to be carried out by an AmeriCorps program, to ensure compliance with the nondisplacement requirements specified in section 177 of the NCSA;
- Will, in the case of an AmeriCorps program that is not funded through a State, consult with and coordinate activities with the State Commission for the state in which the program operates.
- Will ensure that any national service program carried out by the applicant using assistance provided under section 121 of the National and Community Service Act of 1990 and any national service program supported by a grant made by the applicant using such assistance will address unmet human, educational, environmental, or public safety needs through services that provide a direct benefit to the community in which the service is performed;
- Will comply with the nonduplication and nondisplacement requirements set out in section 177 of the National and Community

Service Act of 1990, and in the Corporation's regulations at § 2540.100;

- Will comply with the grievance procedure requirements as set out in section 176(f) of the National and Community Service Act of 1990 and in the Corporation's regulations at 45 CFR § 2540.230;
- Will provide participants in the national service program with the training, skills, and knowledge necessary for the projects that participants are called upon to perform;
- Will provide support services to participants, such as information regarding G.E.D. attainment and post-service employment, and, if appropriate, opportunities for participants to reflect on their service experiences;
- Will arrange for an independent evaluation of any national service program carried out using assistance provided to the applicant under section 121 of the National and Community Service Act of 1990 or, with the approval of the Corporation, conduct an internal evaluation of the program;
- Will apply measurable performance goals and evaluation methods, which are to be used as part of such evaluation to determine the program's impact on communities and persons served by the program, on participants who take part in the projects, and in other such areas as required by the Corporation;
- Will ensure the provision of a living allowance and other benefits to participants as required by the Corporation;
- Has not violated a Federal criminal statute;
- If a state applicant, will ensure that the State subgrants will be used to support national service programs selected by the State on a competitive basis;
- If a state applicant, will seek to ensure an equitable allocation within the State of assistance and approved national service positions, taking into consideration such factors as the locations of the programs, population density, and economic distress;
- If a state applicant, will ensure that not less than 60% of the assistance will be used to make grants to support national service programs other than those carried out by a State agency, unless the Corporation approves otherwise.

For Learn and Serve America Applicants ONLY

If you are not applying for a grant through Learn and Serve America, you may disregard this section.

- Will keep such records and provide such information to the Corporation with respect to the programs as may be required for fiscal audits and program evaluation.
- Will comply with the nonduplication, nondisplacement, and grievance procedure requirements of 45 CFR Part 2540.
- Will, prior to the placement of a participant, consult with the appropriate local labor organization, if any, representing employees in the area who are engaged in the same or similar work as that proposed to be carried out by the program, to prevent the displacement and protect the rights of those employees.
- Will comply with the 45 CFR 2540.200-207 criminal history check requirements for all individuals receiving a living allowance, stipend, national service educational award, or salary through a program receiving assistance under the national service laws—regardless of the type of service the individual is performing or the individual's access to vulnerable populations.
- Will comply with the parental involvement requirements 45 CFR 2540.330.
- Will, for school-based grants, make efforts to:
 1. ensure that students of different ages, races, sexes, ethnic groups, disabilities, and economic backgrounds have opportunities to serve together;
 2. include any opportunities for students, enrolled in schools or programs of education providing elementary or secondary education, to participate in service-learning programs and ensure that such service-learning programs include opportunities for such students to serve together;
 3. involve participants in the design and operation of the programs;
 4. promote service-learning in areas of greatest need, including low-income or rural areas; and
 5. otherwise integrate service opportunities into the academic program of the participants.

For Social Innovation Fund Applicants ONLY

If you are not applying for a Social Innovation Fund grant, you may disregard this section.

ASSURANCES

- Will use the funds received through the award in order to make subgrants to community organizations that will use the funds to replicate or expand proven initiatives, or support new initiatives, in low-income communities.
- Will consult with a diverse cross section of community representatives in making decisions about subgrants for communities (including individuals from the public, nonprofit private, and for-profit private sectors).
- Will make subgrants of a sufficient size and scope to enable the community organizations to build their capacity to manage initiatives, and sustain replication or expansion of the initiatives;
- Will not make any subgrants to--
 - the parent organizations of the applicant,
 - a subsidiary organization of the parent organization of the applicant, or,
 - if the applicant applied for a SIF award as a partnership, any member of the partnership.
- Commits to meeting the matching fund requirements of section 198k(i) of the National and Community Service Act of 1990 (42 U.S.C. §12653k(i)).
- Commits to use data and evaluations to improve the applicant's own model and to improve the initiatives funded by the applicant.
- Commits cooperate with any evaluation activities undertaken by the Corporation.
- Has adopted and implemented standard of conduct policies and procedures in regard to procurements which meet the requirements of either 45 C.F.R. §2541.360(b)(3), or 2 C.F.R. §215.42 and 45 C.F.R. §2543.42.
- Has adopted and implemented policies and procedures in regard to the applicant's subgrant competitions which will provide reasonable assurance that conflicts of interest (or appearances of conflicts of interest) on the part of reviewers or decision-makers are identified and appropriately mitigated.

CERTIFICATIONS**Certification – Debarment, Suspension, and Other Responsibility Matters**

This certification is required by the government-wide regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180, Section 180.335, *What information must I provide before entering into a covered transaction with a Federal agency?*

As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that neither the applicant nor its principals:

- Is presently excluded or disqualified;
- Has been convicted within the preceding three years of any of the offenses listed in § 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
- Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission or any of the offenses listed in § 180.800(a); or
- Has had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

Certification – Drug Free Workplace

This certification is required by the Corporation's regulations implementing sections 5150-5160 of the Drug-Free Workplace Act of 1988 (P.L. 100-690), 45 CFR Part 2545, Subpart B. The regulations require certification by grantees, prior to award, that they will make a good faith effort, on a continuing basis, to maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification may be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment (see 2 CFR Part 180, Subparts G and H).

As the duly authorized representative of the grantee, I certify, to the best of my knowledge and belief, that the grantee will provide a drug-free workplace by:

- A. Publishing a drug-free workplace statement that:
 - a. Notifies employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace;
 - b. Specifies the actions that the grantee will take against employees for violating that prohibition; and
 - c. Informs employees that, as a condition of employment under any award, each employee will abide by the terms of the statement and notify the grantee in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace within five days of the conviction;
- B. Requiring that a copy of the statement described in paragraph (A) be given to each employee who will be engaged in the performance of any Federal award;
- C. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that the grantee may impose upon them for drug abuse violations occurring in the workplace;
- D. Providing us, as well as any other Federal agency on whose award the convicted employee was working, with written notification within 10 calendar days of learning that an employee has been convicted of a drug violation in the workplace;
- E. Taking one of the following actions within 30 calendar days of learning that an employee has been convicted of a drug violation in the workplace:
 - a. Taking appropriate personnel action against the employee, up to and including termination; or
 - b. Requiring that the employee participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A) through (E).

Certification - Lobbying Activities

As required by Section 1352, Title 31 of the U.S. Code, as the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal contract, grant, loan, or cooperative agreement;
- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the applicant will submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- The applicant will require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients will certify and disclose accordingly.

Certification - Grant Review Process (State Commissions Only)

I certify that in conducting our review process, we have ensured compliance with the National and Community Service Act of 1990, the Corporation's peer review requirements, and all state laws and conflict of interest rules.

For AmeriCorps State and National Applicants ONLY

*If you are not applying for a grant through AmeriCorps*State and National, you may ignore this section.*

Erroneous certification or assurance

The assurances and certifications are material representations of fact upon which we rely in determining whether to enter into this transaction. If we later determine that you knowingly submitted an erroneous certification or assurance, in addition to other remedies available to the federal government, we may terminate this transaction for cause or default.

Notice of error in certification or assurance

You must provide immediate written notice to us if at any time you learn that a certification or assurance was erroneous when submitted or has become erroneous because of changed circumstances.

Definitions

The terms "debarment", "suspension", "excluded", "disqualified", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded" as used in this document have the meanings set out in 2 CFR Part 180, subpart 1, "Definitions." A transaction shall be considered a "covered transaction" if it meets the definition in 2 CFR part 180 subpart B, "Covered Transactions."

Assurance requirement for subgrant agreements

You agree by submitting this proposal that if we approve your application you shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by us.

Assurance inclusion in subgrant agreements

You agree by submitting this proposal that you will obtain an assurance from prospective participants in all lower tier covered transactions and in all solicitations for lower tier covered transactions that the participants are not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction.

Assurance of subgrant principals

You may rely upon an assurance of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless you know that the assurance is erroneous. You may decide the method and frequency by which you determine the eligibility of your principals. You may, but are not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

Non-assurance in subgrant agreements

If you knowingly enter into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, we may terminate this transaction for cause or default.

Prudent person standard

Nothing contained in the aforementioned may be construed to require establishment of a system of records in order to render in good faith the assurances and certifications required. Your knowledge and information is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.



TRAVIS COUNTY FY 13 GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input checked="" type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
Department/Division:	Sheriff	
Contact Person/Title:	Karen Maxwell, Sr. Planner / Danny Smith, Counseling & Education Manager	
Phone Number:	4-7508 / 4-5396	

Grant Title:	Vision Summit		
Grant Period:	From: <input type="text" value="1/1/2013"/>	To: <input type="text" value="9/30/2013"/>	
Fund Source:	Federal: <input type="checkbox"/>	State: <input checked="" type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Office of the Governor, Criminal Justice Division		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input 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:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Operating:	\$ 78,147	\$ 0	\$ 0	\$ 0	\$ 78,147
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Totals:	\$ 78,147	\$ 0	\$ 0	\$ 0	\$ 78,147
FTEs:	0.00	0.00	0.00	0.00	0.00

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

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

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+ -		Applicable Departmental Measures			
1.					
2.					
3.					
+ -		Measures for the Grant			
1.					
	Outcome Impact Description	Host reentry conference with an anticipated 300 participants			
2.					
	Outcome Impact Description	Engage 25 State and local agencies in participation			
3.					
	Outcome Impact Description	Engage 25 community-based provider organizations in participation			

PBO Recommendation:

TCSO is requesting approval of a new contract with the Office of the Governor, Criminal Justice Division, for grant resources to supplement the costs of the first Vision Summit Conference. The conference is hosted by TCSO and will connect re-entry stakeholders statewide in order to bridge the gap between incarceration and re-entry back into the community. The conference will be held September 10 - 13, 2013 at the Holiday Inn Midtown in Austin. The conference will be covered by participant feeds, donations, and grant funds if awarded. The estimated grant award is \$78,147. However, it will be reduced as generated participant fees and donations are received.

TCSO submitted an item to temporarily use County funds to purchase foods and other event costs until the County would be reimbursed and was approved by Commissioners Court on May 7, 2012 (Item 28).

PBO recommends approval.

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?

TCSO is hosting the inaugural Vision Summit in an effort to bring correctional officials and community providers together in order to identify and bridge existing gaps in service that weaken an offender's potential for successful reintegration into our communities. This conference will inform participants about best practices and will share lessons learned in the field of reentry.

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

none

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

No match funding is required.

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

n/a

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

n/a

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

The topics and information being provided through this summit will complement existing inmate programs. Travis County Sheriff's Office processed 56,385 releases during FY12 (more than 20,000 from TCCC).

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.

While in custody, it is the obligation of the correctional system incarcerating an individual to provide for basic needs. Upon release, that support is removed, but during the period of incarceration, individuals may have lost some or all of the supports established prior to incarceration. Most providers serving clients in the community are not currently engaged in reentry planning and service within the corrections systems. There is a need to bridge the gap between institutions and community in order to provide better reentry outcomes. Summit planners plan to create an on-going process to continue the collaboration begun during the conference dates, building relationships and lessons learned into a solid foundation for improved service.



JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON
TRAVIS COUNTY SHERIFF

P.O. Box 1748
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www.tcsheriff.org


PHYLLIS CLAIR
Major - Law Enforcement

DARREN LONG
Major - Corrections

MARK SAWA
Major - Administration & Support

July 30, 2013

MEMORANDUM

To: The Travis County Commissioners Court
From: Karen Maxwell, Senior Planner 
Subject: Grant Acceptance - Vision Summit
Office of the Governor, Criminal Justice Division

I am pleased to advise the Court that our application for a grant application to the Office of the Governor, Criminal Justice Division, requesting grant funding to assist in hosting the inaugural Vision Summit: Looking Towards the Future has been awarded. The grant application request was approved by the Court on July 2, 2013 (Item 7A), and provides state funds in the amount of \$78,147 to supplement participant's registration fees to cover allowable expenses arising from hosting this conference. There is no required match for this grant. Any generated program income from such things as participant registrations and exhibitors fees will be applied toward the conference costs and reduce the amount of funding received from the State as it is received.

On May 7, 2013, the Commissioner's Court approved a request from the Sheriff's Office to use County funds to purchase food and other event costs for this project until the County can be reimbursed from participant registration fees (Item 28).

At this time we are requesting the Commissioners Court approval for acceptance of this award. If you have questions, please don't hesitate to contact me at 854-7508.

Cc: DeDe Bell, County Auditor's Office
Matt Naper County Auditor's Office
Jim Connolly, County Attorney's Office
Travis Gatlin, PBO
Danny Smith, TCSO



State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

July 30, 2013

The Honorable Samuel Biscoe
County Judge
PREVIEW - Travis County - PREVIEW -
PO Box 1748
Austin, Texas 78767-1748

Dear Judge Biscoe:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at <https://eGrants.governor.state.tx.us> and go to the 'My Home' tab. In the 'Project Status' column, locate the application that is in 'Pending Acceptance of Award' status. Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the attached memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the attached Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@governor.state.tx.us.

We look forward to working with you to ensure the success of your program.

A handwritten signature in black ink, appearing to read "Chris Burnett".

Christopher Burnett
Executive Director

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION
STATEMENT OF GRANT AWARD

Grant Number: SF-13-A10-27367-01 **CFDA or State ID:** 00.421
Program Fund: SF-State Criminal Justice Planning (421) Fund
Grantee Name: PREVIEW - Travis County - PREVIEW -
Project Title: Vision Summit
Grant Period: 01/01/2013 - 09/30/2013
Liquidation Date: 12/29/2013
Date Awarded: July 30, 2013
CJD Grant Manager: Helen Martinez

CJD Award Amount: \$78,147.00
Grantee Cash Match: \$0.00
Grantee In Kind Match: \$0.00
Total Project Cost: \$78,147.00

The Statement of Grant Award is your official notice of award from the Governor's Criminal Justice Division (CJD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division's rules in Title I, Part I, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Condition(s) of Funding and Other Fund-Specific Requirement(s):

1



State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

Memorandum

To: CJD Grant Recipients
From: Aimee Snoddy, Deputy Director
Contact: (512) 463-1919
Re: Grantee Responsibilities
Date Awarded: July 30, 2013

Congratulations on your grant award from Governor Rick Perry's Criminal Justice Division (CJD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources, refer to the Grant Resources section of eGrants available online at <https://eGrants.governor.state.tx.us>.

Financial Reporting – Financial Status Reports must be submitted to CJD via eGrants. Financial Status Reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter, regardless of when the grant was awarded. Due dates are:

April 22 (January-March quarter)
July 22 (April-June quarter)
October 22 (July-September quarter)
January 22 (October-December quarter)

The final Financial Status Report must be submitted to CJD on or before the grant liquidation date or funds will lapse and CJD will provide them as grants to others who need the funding.

Payment Authorization – Payments will be generated based on expenditures reported in the Financial Status Reports. Upon CJD approval of the Financial Status Report, a payment will be issued through direct deposit or electronic transfer.

Generated Program Income – Any income generated as a direct result of the grant activities must be reported to CJD through the Financial Status Report and grant adjustment processes. Program income must be used to offset project costs unless prior approval is granted allowing a supplement to project costs. Program income must be expended prior to seeking payments from CJD and must be accounted and used for the purposes of the grant activities as awarded.

Grant Funded Personnel – Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by CJD.

Project Changes – Grantees may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

Equipment – Equipment purchased with grant funds must be used for the purpose of the grant and as approved by CJD. An inventory report must be kept on file containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report.

Fidelity Bond – Each nonprofit corporation receiving funds from CJD must obtain and have on file a blanket fidelity bond that indemnifies CJD against the loss or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the CJD grant period.

Required Notifications – Grantees must immediately notify CJD in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify CJD in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand notices, subpoenas, lawsuits, or indictments to CJD. If a federal or state court or administrative agency renders a judgment or order finding discrimination by a grantee based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgment or order to CJD.

Project Effectiveness – Grantees should regularly evaluate the effectiveness of their projects. This includes a reassessment of project activities and services to determine whether they continue to be effective. Grantees must show that their activities and services effectively address and achieve the project's stated purpose.

Programmatic Reporting – Grantees must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by CJD, or its designee. To remain eligible for funding, the grantee must be able to show the scope of services provided and the impact and quality of those services.

Monitoring – Grantees must readily make available to the Governor's Office or its agents all requested records. The Governor's Office may make unannounced monitoring visits at any time. The grantee must make every effort to resolve all issues, findings, or actions identified within the time frame specified by the Governor's Office.

Audit Requirements – Grantees expending over \$500,000 in state or federal grant funds during the fiscal year are subject to the Single Audit requirements set forth in OMB Circular No. A 133 at <http://www.whitehouse.gov/omb/circulars/index.html> and the State Single Audit Circular issued under the Uniform Grant Management Standards (UGMS) at <http://www.governor.state.tx.us/grants/what/>. Grantees must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 at <http://www.whitehouse.gov/omb/circulars/index.html> or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the grantee receives the audit results or nine months after the end of the audit period, whichever is earlier.

Supplanting – Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the grant, and civil or criminal penalties. Refer to the Guide to Grants at <https://eGrants.governor.state.tx.us/updates.aspx> for additional information on supplanting.

Conflict of Interest – Grantees should have in place established safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Contracting and Procurement – Grantees must follow their established policy and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods. When contractual or equipment procurement is anticipated to be in excess of \$100,000, grantees must submit a Procurement Questionnaire <https://eGrants.governor.state.tx.us/updates.aspx> to CJD for approval prior to procurement.

Travel – Grantees must follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established policies regarding in-state and out-of-state travel, grantee must use the travel guidelines established for state employees.

Uniform Crime Reporting – Local units of governments receiving funds from CJD must comply with all requirements for uniform crime reporting and must ensure that prompt reporting will remain current throughout the grant period.

Criminal History Reporting - Entities receiving funds from CJD must comply with all requirements outlined in the Texas Code of Criminal Procedure, Ch. 60, related to maintaining and reporting criminal history records.

Limited English Proficiency – Grantees must take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at <http://www.lep.gov>.

Law Enforcement Programs – Law enforcement programs receiving funds from CJD must be in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

28 C.F.R. Part 23 Training - Any grant funded individual responsible for entering information into or retrieving information from an intelligence database must complete continuing education training on operating principles described by 28 C.F.R. Part 23 at least once for each continuous two-year period the person has primary responsibility for entering data into or retrieving data from an intelligence database.

Programs Approved to Pay Overtime for Personnel - Overtime is allowable to the extent that it is included in the CJD approved budget, the grantee agency has an overtime policy approved by its governing body, and both grant-paid and non-grant paid personnel are treated the same with regards to the application of overtime policy(ies). In addition, in no case is dual compensation allowable. That is, an employee of a grantee agency may not receive compensation for hours worked (including paid leave) from his/her agency AND from an award for a single period of time, even though such work may benefit both activities. Overtime payments issued outside of these guidelines are the responsibility of the grantee agency.

Cancellation for Awards - Grantees must take reasonable steps to commence project activities upon receiving notice of a grant award:

Commencement Within 60 Days. If a project is not operational within 60 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must report by letter to CJD the steps taken to initiate the project, the reasons for delay, and the expected revised start date.

Commencement Within 90 Days. If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must submit a second statement to CJD explaining the implementation delay. Upon receipt of the 90-day letter, CJD may cancel the project and redistribute the funds to other project areas. CJD may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

Public Information Requests - Grantees must immediately notify and provide a copy to CJD of any Public Information Request received by the agency related to this grant award.

Prohibited Acts of Agencies and Individuals - Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- Grant funds may not be used to finance or otherwise support the candidacy of a person for an elected local, state, or federal office. This prohibition extends to the direct or indirect employment of a person to perform an action described by this subsection. In addition, grant-funded or grant-leased motor vehicles may not be used for the purpose described above.
- Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- Grant funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- Grantees must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

Employment of a Lobbyist - Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

Legislative Lobbying - Grant funds may not be used to attempt to influence the passage or defeat of a legislative measure.

Use of Alcoholic Beverages - Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. In addition, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.

Agency Name: Travis County
Grant/App: 2736701 Start Date: 1/1/2013 End Date: 9/30/2013

Project Title: Vision Summit
Status: Pending AO Acceptance of Award

(Award notification 7/30/2013)

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460001922000

Application Eligibility Certify: Created on:4/22/2013 2:24:12 PM By:Heather Morgan

Profile Information

Applicant Agency Name: Travis County
Project Title: Vision Summit
Division or Unit to Administer the Project: Travis County Sheriff's Office
Address Line 1: PO Box 1748
City/State/Zip: Austin Texas 78767-1748
Start Date: 1/1/2013
End Date: 9/30/2013

Regional Council of Governments(COG) within the Project's Impact Area: Capital Area Council of Governments
Headquarter County: Travis
Counties within Project's Impact Area: Travis

Grant Officials:

Authorized Official

User Name: Samuel Biscoe
Email: sam.biscoe@co.travis.tx.us
Address 1: Post Office Box 1748
City: Austin, Texas 78767
Phone: 512-854-9555 Other Phone:
Fax: 512-854-9535
Title: The Honorable
Salutation: Judge

Project Director

User Name: Karen Maxwell
Email: karen.maxwell@co.travis.tx.us
Address 1: PO Box 1748
City: Austin, Texas 78767
Phone: 512-854-7508 Other Phone:
Fax: 512-854-9772
Title: Ms.
Salutation: Ms.

Financial Official

User Name: Nicki Riley
Email: nicki.riley@co.travis.tx.us
Address 1: 700 Lavaca Street Suite 1200
City: Austin, Texas 78701
Phone: 512-854-9125 Other Phone:
Title: Ms.
Salutation: Ms.

Grant Writer

User Name: Karen Maxwell
Email: karen.maxwell@co.travis.tx.us
Address 1: PO Box 1748
City: Austin, Texas 78767
Phone: 512-854-7508 Other Phone:
Fax: 512-854-9772
Title: Ms.
Salutation: Ms.

Grant Vendor Information

Organization Type: County

Organization Option: applying to provide services to all others

Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460001922000

Data Universal Numbering System (DUNS): 030908842

Narrative Information

Primary Mission and Purpose

The State Criminal Justice Planning (421) Fund supports programs designed to reduce crime and improve the criminal or juvenile justice system.

Funding Levels

The anticipated funding levels for the Fund 421 program are as follows:

- Minimum Award - \$5,000
- Maximum Award - None
- Match Required - None

For more information regarding grantee match, please click on the **Budget** tab, and then click on the **Source of Match** tab in eGrants.

Note: If you voluntarily include matching funds that exceed the minimum match requirement, you will be held to that amount throughout the grant period.

Juvenile Justice Program Requirements

Preferences - Preference will be given to those applicants that demonstrate cost effective programs focused on proven or promising approaches to services provision.

Juvenile Justice Board Priorities - Juvenile justice projects or projects serving delinquent or at-risk youth will address at least one of the following priorities developed by the Governor's Juvenile Justice Advisory Board to be eligible for funding.

Diversion - Diversion - Programs to divert juveniles from entering the juvenile justice system.

Job Training - Projects to enhance the employability of juveniles or prepare them for future employment. Such programs may include job readiness training, apprenticeships, and job referrals.

Professional Therapy and Counseling/Mental Health - Services include, but are not limited to, the development and/or enhancement of diagnostic, treatment, and prevention instruments; psychological and psychiatric evaluations; counseling services; and/or family support services.

School Based Delinquency Prevention - Education programs and/or related services to prevent truancy, suspension, and expulsion. School safety programs may include support for school resource officers and law-related education.

Substance Abuse - Programs, research, or other initiatives to address the use and abuse of illegal and other prescription and nonprescription drugs and the use and abuse of alcohol. Programs include control, prevention, and treatment.

Training and Technology/Juvenile Justice System Improvement (for Statewide Projects Only) - Programs, research, and other initiatives to examine issues or improve practices, policies, or procedures on a system-wide basis (e.g., examining problems affecting decisions from arrest to disposition and detention to corrections).

Disproportionate Minority Contact (DMC) (for Statewide and OOG-identified County Organizations Only) - The purpose of this funding is to assist designated jurisdictions and agencies in developing and implementing strategies to reduce racial disparities at various contact points in the juvenile justice system. Section 223(a) (22) of the JJDP Act provides that the State shall: "[Address] juvenile delinquency prevention efforts and system improvement efforts designed to reduce, without establishing or requiring numerical standards or quotas, the disproportionate number of juvenile members of minority groups who come into contact with the juvenile justice system."

Victim Assistance Program Requirements

Preferences - Preference will be given to applicants that promote comprehensive victim restoration while incorporating an emphasis on cultural competency in underserved populations. Applicants are also encouraged to streamline administrative and reporting processes by consolidating grant requests whenever possible in lieu of submitting multiple applications.

Culturally Competent Victim Restoration - Applicants agree to promote collaboration and coordination among local service systems that involve multiple disciplines and Preference will be given to applicants that promote comprehensive victim restoration

while incorporating an emphasis on cultural competency in underserved populations. Applicants are also encouraged to streamline administrative and reporting processes by consolidating grant requests whenever possible in lieu of submitting multiple applications.

Criminal Justice Program Requirements

Preferences – Preference will be given to applicants that support law enforcement activities, prosecution, and improvements to technology, and reentry of offenders into the community. Preference will also be given to applicants who need assistance with improving criminal history reporting.

Eligible Activities - Applicant assures that its proposed project meets at least one of the following areas to be eligible for funding:

- **Law Enforcement** – Supports state and local law enforcement agencies that address violent crime or statistically supported major crime initiatives at the local level.
- **Prosecution and Court** – Programs that improve the prosecution of serious and violent crimes, including those that reduce the time from arrest to disposition.
- **Technology** – Programs that implement or expand a law enforcement agency's ability to report and analyze crime. Applicant assures that any criminal intelligence databases developed under this program will comply with 28 CFR Part 23.
- **Corrections and Community Corrections** – Programs that reintegrate adults and juveniles into the community.
- **Drug Treatment** – Programs that target substance abuse treatment for juveniles or adults who have been court ordered to participate, including drug courts and projects that serve as alternatives to incarceration.

Program Income - Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income to CJD through a formal grant adjustment and to secure CJD approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after CJD's approval of a grant adjustment and prior to requesting reimbursement of CJD funds.

- **Deduction Method** – Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless CJD authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the CJD award and grantee match rather than to increase the funds committed to the project.
- **Asset Seizures and Forfeitures** – Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Assets Seizures and Forfeitures

Applicant agrees to comply with the following:

1. Applicant will maintain on file and provide a copy of the asset sharing agreement between the agency and any other criminal justice agency outlining the distribution of assets forfeited in the course of grant-related activities. The asset agreement must clearly describe the distribution of forfeited assets within the grantee agency in regards to grant-funded and non-grant funded personnel participating in grant-related activities.
2. Applicant shall maintain a logbook of all assets seized in the course of grant-related activities. The logbook shall record the assets seized, the date and time of the asset seizure, the case number of the incident involving the asset seizure, the name of the grantee agency employee(s) who were involved in the seizure of the assets, the date seized assets are forfeited, the date forfeited assets are liquidated if not cash, and the final disposition of cash from cash forfeitures or property sales to the grantee agency.

Uniform Crime Reporting - Applicant assures that if it operates a law enforcement agency, the agency is current and has been current in reporting required Part 1 violent crime data for three previous years to the Texas Department of Public Safety and will continue reporting throughout the grant period.

Criminal History Reporting - Applicant assures that they are currently reporting and will maintain timely reporting of all information required under the Texas Code of Criminal Procedure, Chapter 60.

Constitutional Compliance - Applicant assures that they will engage in no activity that violates Constitutional law including profiling based upon race.

Information Systems - Applicant assures that any new criminal justice information systems will comply with data sharing standards for the Global Justice XML Data Model and the National Information Exchange Model.

Drug Court Program Requirements

Preferences – Preference will be given to:

1. mandated drug courts under Texas Health and Safety Code, §469.006; and
2. non-mandated drug courts operating in counties with a population of less than 200,000.

Ten Essential Characteristics

Drug Court programs that provide court-supervised substance abuse treatment as an alternative to traditional criminal sanctions, as defined in Chapter 469 of the Texas Health and Safety Code must incorporate the following ten (10) essential characteristics of drug courts noted below and codified in Texas Health and Safety Code §469.001 to be eligible for funding.

Describe in detail how your program meets each of the ten essential characteristics of a drug court.

Integration of Services – The integration between alcohol and other drug treatment services in the processing of cases in the judicial system.

Non-Adversarial Approach – The use of a non-adversarial approach involving prosecutors and defense attorneys to promote public safety and to protect the due process rights of program participants.

Prompt Placement – Early identification and prompt placement of eligible participants in the program.

Access – Access to a continuum of alcohol, drug, and other related treatment and rehabilitative services.

Abstinence Monitoring – Monitoring of abstinence through weekly alcohol and other drug testing.

Compliance Strategy – A coordinated strategy to govern program responses to participants’ compliance.

Judicial Interaction – Ongoing judicial interaction with program participants.

Evaluation – Monitoring and evaluation of program goals and effectiveness.

Education – Continuing interdisciplinary education to promote effective program planning, implementation, and operations.

Partnerships – Development of partnerships with public agencies and community organizations.

General Approaches

- Pre-adjudication - The defendant is diverted to the treatment program in lieu of prosecution before charges are filed or before final case.
- Post-adjudication - The drug offender begins the drug court program after entering a plea of guilty or nolo contendere or having been found guilty, often as a condition of probation.
- Reentry - Offenders completing sentences of incarceration or lengthy terms of residential treatment are ordered into the treatment program to facilitate their transition and reintegration into society.
- Civil - Participants enter the drug court program in relation to suits affecting the parent-child relationship, including child welfare / CPS cases, child support cases, or other civil matters.

Select the **general approach(es)** that best fit this drug court.

Select all that apply:

- Pre-adjudication
- Post-adjudication
- Reentry
- Civil
- N/A

Observation – The drug court team (judge, prosecutor, defense counsel, treatment provider, supervision officer, court coordinator, etc.) of a new program must observe at least one drug court staffing session and hearing, in Texas, prior to program implementation.

Policies and Procedures – The drug court will develop and maintain written policies and procedures for the operation of the program.

Information Sharing – The applicant will submit a copy of any project evaluations, evaluation plans, recidivism studies, or related reports that are completed during the grant period to CJD.

Jurisdiction - Provide the name of the court administering the Drug Court program (e.g., 999th Judicial District Court, Somewhere County Criminal Court, or City of Somewhere Municipal Court). If this has not been decided enter 'To Be Determined', or enter 'N/A' if this item does not apply.

Drug Court Date - If the Court has commenced operations, provide the date that the Court was established. Enter the date [mm/dd/yyyy]:

Drug Court Type

- **Adult** - Programs serving adults (either pre-adjudication, post-adjudication, or reentry).
- **Veterans** - Programs serving veterans or current members of the United States armed forces, including members of the Reserves, National Guard or State Guard.
- **Family** - Programs serving parents who enter the drug court in relation to suits affecting the parent-child relationship, including child welfare / CPS cases, child support cases, or other civil matters.
- **Juvenile** - Programs serving juveniles (either pre-adjudication, post-adjudication, or reentry).

Select the type of drug court that will be operated:

- Adult
- Veterans
- Family
- Juvenile
- N/A

Will the drug court accept **DWI offenders**?

Select the appropriate response:

- Yes
- No
- N/A

Presiding Judge - The presiding judge of a drug court funded through this program must be an active judge holding elective office, an associate judge or magistrate assigned to preside over drug court, or a retired judge available as a sitting judge.

Enter the name, phone number, and email address of the **Presiding Judge** for the Drug Court. If this has not been decided enter 'To Be Determined', or enter 'N/A' if this item does not apply. Applicant must notify CJD with this information when a judge is appointed.

Enter the name, phone number and email address of the **Drug Court Coordinator**. If this has not been decided enter 'To Be Determined', or enter 'N/A' if this item does not apply.

Federal Funding - Applicant agrees to apply for federal grant funding from the Bureau of Justice Assistance to support operations of the court. Applicant also agrees to notify CJD immediately of any additional state or federal grants or other funds that may become available to support operation of the court. At that time, CJD may deobligate a portion of the funds awarded under this solicitation.

Has the drug court ever applied for **federal funding**?

Select the appropriate response:

- Yes
- No
- N/A

Has the drug court ever received **federal funding**?

Select the appropriate response:

- Yes
- No
- N/A

If you selected **Yes** above, provide the federal award amount, grant period [mm/dd/yyyy to mm/dd/yyyy], and how the funds were used or will be used if the federal grant period overlaps with the grant period for this solicitation.

Enter the federal funding description:

TDSHS - CMBHS Registration - Applicant assures that it is currently registered or will register with the Texas Department of State Health Services (TDSHS) - Clinical Management for Behavioral Health Services (CMBHS) database. Information about registration procedures can be accessed [here](#).

Community Planning Participation

Did the applying agency participate in the Local or Regional community planning process?

Select the appropriate response:

- Yes
 No
 N/A

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with CJD and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison: Human Resources Manager Kim Austin-Smith
Enter the Address for the Civil Rights Liaison: 700 Lavaca St., Suite 420 Austin, TX 78701
Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]: (512) 854-9165

Certification

Each applicant agency will certify to the specific criteria detailed above under **Program Requirements for Juvenile Justice, Victim Assistance, Criminal Justice**, and (if applicable) **Drug Court Program Requirements** to be eligible for funding under the State Criminal Justice (421) Fund Program Solicitations.

I certify to all of the above eligibility requirements.

Problem Statement:

Please provide a detailed account in the Problem Statement section of the existing issues your project will target.

Enter your problem statement:

While in custody, it is the obligation of the correctional system incarcerating an individual to provide for basic needs. Upon release, that support is removed, but during the period of incarceration, individuals may have lost some or all of the supports established prior to incarceration. Lengthy stays in custody may weaken or even break social and family ties. Employment, housing, and benefit eligibility may also be lost before release. Without an ability to meet basic needs, and without support mechanisms to assist with those basic needs, an individual is positioned for failure and at an increased risk to reoffend or fail terms of probation or parole. Providers are tasked with serving clients in the community; however, the time to begin planning and positioning individuals for success is before release from custody. Most providers are not currently engaged in reentry planning and service within the system, and in general corrections institutions cease to have authority for oversight once individuals are released from their facilities. There is a need to bridge this gap between institutions and community in order to provide a more fertile environment for successful reentry.

Supporting Data:

Provide as much supporting data, to include baseline statistics and the sources of your data, which are pertinent to where the grant project is located and/or targeted. Do not use statewide data for a local problem or national data for a statewide problem.

Enter your supporting data:

As of August 31, 2012, Texas Department of Criminal Justice (TDCJ) reported 152,303 individuals in state custody, including prison, state jails, and Substance Abuse Felony Punishment facilities (4,830 from Travis County). Also as of August 31, 2012, there were 113,374 parolees under supervision in the State of Texas, along with 406,209 under Community Supervision sentenced through local and district courts. During FY 2012, 77,316 individuals were released from state custody and returned to Texas communities. (2,769 of those were convicted in Travis County). During FY2012, 6,169 prison parolees were revoked (123 from Travis County) *data from the Texas Department of Criminal Justice Fiscal Year 2012 Statistical Report

Community Plan:

For projects that have a local or regional impact target area, provide information regarding the community plan need(s) that your project will address.

Enter your community planning needs:

During the planning process for the 2012-2015 Travis County Community Plan, community partners identified needs to improve local law enforcement, prosecution, and court services and systems, within Travis County in order to enhance local and regional initiatives that prevent crime and empower the community to address crime; to promote and support innovation in adjudication; to promote and support innovation in justice information sharing; to use advanced technology to prevent and solve crime; to enhance the ability of local law enforcement prosecution, and the courts to counter terrorism and domestic emergencies; to effectively manage adult and juvenile offenders to reduce recidivism and promote successful reentry; and, to end the cycle of mental illness and substance abuse. This project will support these identified priorities to focus on ex-offender reintegration and reentry.

Goal Statement:

Provide a brief description of the overall goals and objectives for this project.

Enter a description for the overall goals and objectives:

The inaugural Vision Summit: Looking Toward the Future of Reentry, will provide an opportunity to bring correctional officials and community providers into the same room to create that bridge between institutions and the community thus allowing more

opportunity for successful reentry outcomes. This conference will inform participants about best practices and lessons learned in the field of reentry. It will motivate stakeholders to implement such practices in their own communities around Texas. Summit planners hope to create an on-going process to continue the collaboration begun during the conference dates, building those relationships and lessons learned into a foundation for the future.

Cooperative Working Agreement (CWA):

When a grantee intends to carry out a grant project through cooperating or participating with one or more outside organizations, the grantee must obtain authorized approval signatures on the cooperative working agreement (CWA) from each participating organization. Grantees must maintain on file a signed copy of all cooperative working agreements, and they must submit to CJD a list of each participating organization and a description of the purpose of each **CWA**. Cooperative working agreements do not involve an exchange of funds.

For this project, provide the name of the participating organization(s) and a brief description of the purpose(s) for the **CWA(s)**. You should only provide information here that this project's successful operation is contingent on for the named service or participation from the outside organization.

Note: A **Sample CWA** is available [here](#) for your convenience.
Enter your cooperating working agreement(s):

Continuation Projects:

For continuation projects only, if your current or previous year's project is NOT on schedule in accomplishing the stated objectives, briefly describe the major obstacles preventing your organization from successfully reaching the project objectives as stated within your previous grant application. (Data may be calculated on a pro-rated basis depending on how long the current or previous year's project has been operating.)

Enter your current grant's progress:

Project Summary:

Briefly summarize the entire application, including the project's problem statement, supporting data, goal, target group, activities, and objectives. Be sure that the summary is easy to understand by a person not familiar with your project and that you are confident and comfortable with the information if it were to be released under a public information request.

Enter your summary statement for this project:

Considerable positive reform around the issues of reentry is occurring all around the country, and this summit will provide an opportunity to bring qualified reentry advocates to inform and motivate participants from the Central Texas region and across the State. Conference planners are engaging participants and speakers across disciplines to engage insight and expertise from both community providers and corrections professionals in order to inform stakeholders of issues and opportunities to improve reentry planning and outcomes.

Project Activities Information

Juvenile Justice Projects

Juvenile Justice Board Priorities

Select the Juvenile Justice Priority that best fits your project:

- Diversion
- Job Training
- Professional Therapy and Counseling/Mental Health
- School Based Delinquency Prevention
- Substance Abuse
- Training and Technology/Juvenile Justice System Improvement (for Statewide Projects Only)
- Disproportionate Minority Contact (DMC) (for OOG-identified Counties Only)

Disproportionate Minority Contact (DMC) Projects

For Statewide and OOG-identified County Organizations Only - The purpose of this funding is to assist designated jurisdictions and agencies in developing and implementing strategies to reduce racial disparities at various contact points in the juvenile justice system. Section 223(a)(22) of the JJDP Act provides that the State shall: "[Address] juvenile delinquency prevention efforts and system improvement efforts designed to reduce, without establishing or requiring numerical standards or quotas, the disproportionate number of juvenile members of minority groups who come into contact with the juvenile justice system."

Addressing Disproportionate Minority Contact in the Texas Juvenile Justice System

Briefly summarize the project's approach using the framework provided in the "Addressing Disproportionate Minority Contact in the Texas Juvenile Justice System: Causes and Solutions from the Community Perspective" research study conducted by Texas A&M Public Policy Research Institute. This study encourages a multidisciplinary approach targeting five factors:

1. Family/Social Circumstances - Within this broad theme, specific areas to address include broken families, poverty, a lack of role models, and cultural norms that under-value the importance of education in building a positive future for youth.

2. Criminal Justice System – Within this broad category, three specific issues of concern were identified. These include a lack of therapeutic interventions for delinquent youth, inequities experienced by poor and minority youth navigating the juvenile justice system, and a lack of juvenile detention facilities.
3. Special Populations at Increased Risk of DMC – Concern was most often expressed for youth with mental health or behavior disorders and for those who are members of a minority group.
4. School Related Factors – Areas that should be addressed include standardized testing policies, school discipline policies, and issues of communication between schools and families.
5. Need for Supervised Programs – Contributors to the study often identified a lack of supervised community programs as a factor contributing to DMC.

Note: For information regarding the Texas A&M PPRI study, applicants are encouraged to go [here](#).

Provide summary of DMC approach:

DMC Advisory Board

Please list the names and positions of stakeholders involved in the advisory board.

Victims Projects

Type of Crime Victim - Select the type(s) of crime victim this project targets and provide the percentage of time dedicated to serving each category of crime victim. You may select more than one type; however, the sum of the percentages may not exceed 100%.

- Sexual Assault Percentage (%): 0
- Domestic Abuse Percentage (%): 0
- Child Abuse Percentage (%): 0
- DUI / DWI Crashes Percentage (%): 0
- Survivors of Homicide Percentage (%): 0
- Assault Percentage (%): 0
- Adults Molested as Children Percentage (%): 0
- Elder Abuse Percentage (%): 0
- Robbery Percentage (%): 0
- Stalking Percentage (%): 0
- Dating/Acquaintance Violence Percentage (%): 0
- Human Trafficking Percentage (%): 0

Drug Court Projects

Does your project have a Steering Committee that helps direct and enhance your court’s operations?

- Yes
- No
- N/A

List the members of your project’s treatment team and describe their role in supporting the participants, or enter 'N/A' if this item does not apply.

Provide the average caseload size for a full-time case manager/probation officer assigned to this project, or enter 'N/A' if this item does not apply.

Provide your project’s policy on drug testing participants, or enter 'N/A' if this item does not apply.

Describe the process you will use to determine your project’s effectiveness, or enter 'N/A' if this item does not apply.

Provide the total cost for operating your project during the previous fiscal year, or enter '0' if this item does not apply. (This should include all salaries, travel, counseling, treatment services, office supplies, etc.)

List the sources and amounts of non-CJD funding used to support this project during the previous fiscal year, or enter 'N/A' if this item does not apply. (This may include local or state funds and any other charges to participants.)

List the treatment resources used for this project (e.g., ATR, TAIP, in-house, etc.), or enter 'N/A' if this item does not apply.

Provide the total fees collected in your county during the most recently completed fiscal year, in accordance with Chapter 102.0178, Code of Criminal Procedure, for offenses found in Chapter 49, Penal Code (DWI) and Chapter 481, Health and Safety Code (controlled substances), or enter '0' if this item does not apply. Note: The party responsible for collecting court assessed fees in your

county may be the treasurer, county clerk, or district clerk.

Of the fees collected in your county, provide the amount that was directed to your project, or enter '0' if this item does not apply.

Describe how your project used those fees, or enter 'N/A' if this item does not apply.

Law Enforcement Projects

What is your agency's approved budget for law enforcement operations for the current fiscal year, or enter 'N/A' if this item does not apply?

45135477

How many commissioned peace officers are funded through your agency's current budget, or enter '0' if this item does not apply?

332

Provide the amount of asset forfeitures awarded to your agency in the previous fiscal year, or enter '0' if this item does not apply.

312883

Provide the balance of asset forfeitures on hand as of the date of this application, or enter '0' if this item does not apply.

113144

Describe the proposed use of the forfeiture funds or enter 'N/A' if this item does not apply:

Current encumbrances include: incinerator emissions testing (8660), dive team boat (45000-in conjunction with state grant), Vision summit (25000), replacement K-9 (8000), ammunition (6012), google maps license (1490), various training (538), recon scout throwbot (7215), honor guard reserve (3000)

Sources of Financial Support

Please complete the following information on all **law enforcement or homeland security grants** awarded to your agency during the previous fiscal year, and all applications you have submitted or new awards for the current fiscal year, or enter 'N/A' if this item does not apply.

Each source of funding you select below should include the following information for each grant award; or if your agency did not receive funding from any of the sources listed below, enter 'N/A':

1. name of agency providing funds;
2. grant period;
3. amount of the award (or amount requested);
4. amount expended; and
5. how the funds have been or will be used.

BJA -

FY 12

1. US Department of Justice, thru City of Austin
2. 10/10/2011 - 09/30/2014
3. \$98,424
4. \$0
5. To purchase a Specialty Police Command Vehicle Trailer for use in law enforcement and critical incident response community wide.

JAG FY11

1. US Department of Justice
2. 10/01/2009 - 09/30/2013
3. \$114,285
4. \$0
5. To purchase laptops for LE HEAT unit, and for e-citation software.

FY 13

1. US Department of Justice, thru City of Austin
2. 10/10/2012 - 09/30/2015
3. \$86,000
4. \$0
5. To implement a license plate reader Project

SCAAP FY12

1. US Department of Justice, BJA, State Criminal Alien Assistance Program (SCAAP)
- 2.
3. \$492,999
4. \$0
5. Reimbursement of Correctional Costs for inmates meeting criteria housed 7/1/2010 - 06/30/2011.

ABTPA

FY 12	FY 13
1. TX Department of Motor Vehicles	1. TX Department of Motor Vehicles
2. 09/01/2011 – 08/31/2012	2. 09/01/2012 – 08/31/2013
3. \$618,617	3. \$641,481
4. \$643,375 (including program income)	4. \$357,742
5. Salaries and expenses to operate the multi-jurisdictional Sheriff's Combined Auto Theft Task Force. Some of funds are passed on to partner agencies for Investigator Salaries.	5. Salaries and expenses to operate the multi-jurisdictional Sheriff's Combined Auto Theft Task Force. Some of funds are passed on to partner agencies for Investigator Salaries.

STEP-

FY12	FY13
1. US Dept of Transportation, thru TXDOT	1. US Dept of Transportation, thru TXDOT
2. 03/14/2012 – 09/30/2012	2. 02/14/2013 – 09/30/2013
3. \$18,102	3. \$16,906
4. \$13,625	4. \$3,001
5. overtime compensation for selective traffic enforcement focused on impaired driving during targeted times	5. overtime compensation for selective traffic enforcement focused on impaired driving during targeted times

Office of the Governor of Texas, Criminal Justice Division-

FY12	FY13	FY14 - Pending
1. USDOJ, thru OOG (Victims of Crime Act Formula Grant Program)	1. USDOJ, thru OOG (Victims of Crime Act Formula Grant Program)	1. USDOJ, thru OOG (Victims of Crime Act Formula Grant Program)
2. 09/01/2011 – 08/31/2012	2. 09/01/2012 – 08/31/2013	2. 09/01/2013 – 08/31/2014
3. \$28,748	3. \$24,997	3. \$23,092
4. \$28,124	4. \$11,610	4. \$0
5. portion of salary and fringe for an FTE to serve victims of child abuse offenses	5. portion of salary and fringe for an FTE to serve victims of child abuse offenses	5. portion of salary and fringe for an FTE to serve victims of child abuse offenses

FY12	FY13
1. USDOJ, thru OOG (JAG-ARRA)	1. USDOJ, thru OOG (JAG)
2. 12/01/2011 – 05/31/2012	2. 09/01/2012 – 06/30/20113
3. \$100,000	3. \$250,000
4. \$99,999	4. \$0
5. Law enforcement equipment including surveillance, underwater search & diving equipment.	5. Purchase of a dive boat capable of supporting TCSO dive/recovery operations and year-round response.

Does your agency expect to be awarded funds from any of the following sources during the project period of this grant?

Select the appropriate response(s):

- The American Recovery and Reinvestment Act (any source)
- Community Oriented Policing (COPS)
- Weed and Seed Program
- Bureau of Justice Assistance
- Homeland Security Grant Program (HSGP)
- Operation Stonegarden (OPSG)
- Interoperable Emergency Communications Grant Program (IECGP)
- Emergency Operations Center (EOC) Grant Program
- State Criminal Justice Planning (421) Fund
- Governor's Division of Emergency Management (GDEM) or Texas Department of Public Safety
- Texas Automobile Burglary and Theft Prevention Authority (ABTPA)
- Selective Traffic Enforcement Program (STEP)
- Texas Border Sheriff's Coalition (TBSC)
- Other state or federal grant programs
- Private Organization, Private Enterprise, or Non-Government Organization Grant Programs
- Applicant does not expect to receive grant funds from any source to support its law enforcement agency

If you selected any of the boxes above (except for the last box), describe your agency's internal controls and processes that will be used to **prevent supplanting** of your agency's budgeted funds with grant funds. Example: Timesheets will be tracked to determine allowable charges for each fund source and to ensure that duplicate invoices are not submitted to multiple agencies.

Travis County's accounting system complies with OMB A-87 and state law, and its annual basic financial statements are prepared accordingly. Separate fund sources are maintained and tracked. All project expenses are maintained separately from general fund and all require supporting documentation, such as purchase orders & invoices, or timesheets & activity logs, as relevant to each particular grant project.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Conference & Training Presentation focused on Effective Reentry Practices	1.00	Travis County Sheriff's Office is hosting the inaugural Vision Summit: Looking Toward the Future of Reentry, to provide motivating, innovative workshops for approximately 300 attendees.
Training	99.00	Statewide meeting of stakeholders, correctional officers and community providers to discuss and develop best practices for offenders reentering society.

Geographic Area: Primary focus on Travis County/Central Texas partners, but engaging participants from across Texas

Target Audience: Stakeholders with a vested interest in reentry from correctional environments (corrections professionals, service providers, previously incarcerated individuals)

Gender: Both males & females

Ages: Adults

Special Characteristics: Individuals with an interest in overcoming barriers presented to those returning to communities from incarceration.

Measures Information

Progress Reporting Requirements

All programs will be required to report the output and outcome measures for this program to Texas A&M University, Public Policy Research Institute (PPRI).

Objective Output Measures

OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
Number of individuals attending training sessions.	0	300
Number of training or information sharing sessions conducted.	0	1
Number of TCLEOSE approved training sessions conducted.	0	0

Custom Objective Output Measures

CUSTOM OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
Conference hosted	0	1
Number of state and local agencies participating	0	25
Number of community-based service providers participating	0	25

Objective Outcome Measures

OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
Number of individuals passing TCLEOSE approved training sessions.	0	0
Number of individuals attending training who reported an increase in knowledge or skills.	0	300

Custom Objective Outcome Measures

CUSTOM OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL

Certification and Assurances

Each applicant must click on this link to review the standard [Certification and Assurances](#).

Resolution from Governing Body

Except for state agencies, each applicant must provide information related to the [resolution](#) from its governing body, such as the city council, county commissioners' court, school board, or board of directors. Please ensure that the resolution approved by your governing body addresses items one through four below.

1. Authorization by your governing body for the submission of the application to CJD that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update CJD should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to CJD.

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will CJD grant funds be used to support any contracts for professional services?

Select the Appropriate Response:

- Yes
- No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

The Program Coordinator monitors contract compliance with the vendors used for professional services. This includes conducting site visits, maintaining contact with the vendors to monitor client services and progress, authorizing payments consistent with the contract documents, exercising remedies as appropriate where a contractor's performance is deficient, resolving disputes in a timely manner, and maintaining appropriate records. The Program Coordinator ensures that the contract requirements are satisfied, that the services are delivered in a timely manner, and that the financial interests of the County and the granting agency are protected.

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Note: Pursuant to Texas Government Code §556.005, a political subdivision or private entity that receives state funds may not use the funds to pay a person required to register as a lobbyist or for lobbying expenses. A political subdivision or private entity that violates this provision is not eligible to receive additional state funds.

Select the Appropriate Response:

- Yes
- No
- N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the Appropriate Response

- Yes
- No
- N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]: 10/1/2012
Enter the End Date [mm/dd/yyyy]: 9/30/2013

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (\$) of Federal Grant Funds: 11886603
Enter the amount (\$) of State Grant Funds: 3306595

Single Audit

Has the applicant agency expended federal grant funding of \$500,000 or more, or state grant funding of \$500,000 or more during the most recently completed fiscal year?

Select the Appropriate Response:

- Yes
- No

Note: Applicants who expend less than \$500,000 in federal grant funding or less than \$500,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a CJD grant. However, CJD may require a limited scope audit as defined in OMB Circular A-133.

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor (in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133).

Enter the date of your last annual single audit: 9/30/2012

Equal Employment Opportunity Plan (EEOP)

Type I Entity: Defined as an applicant that meets one or more of the following criteria:

- the applicant has less than 50 employees;
- the applicant is a non-profit organization;
- the applicant is a medical institution;
- the applicant is an Indian tribe;
- the applicant is an educational institution, or
- the applicant is receiving a single award of less than \$25,000.

Requirements for a Type I Entity:

- The applicant is not required to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42.302; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Type II Entity: Defined as an applicant that meets the following criteria:

- the applicant has 50 or more employees, and
- the applicant is receiving a single award of \$25,000 or more, but less than \$500,000.

Requirements for a Type II Entity: Federal law requires a Type II Entity to formulate an EEOP and keep it on file.

- The applicant agency is required to formulate an EEOP in accordance with 28 CFR 42.301, et seq., subpart E;
- the EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP is available for review by the public and employees or for review or audit by officials of CJD, CJD's designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the EEOP is required to be on file in the office of (enter the name and address where the EEOP is filed below):

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed:

Type III Entity: Defined as an applicant that is NOT a Type I or Type II Entity. **Requirements for a Type III Entity:** Federal law requires a Type III Entity to formulate an EEOP and submit it for approval to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

- The EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Based on the definitions and requirements above, the applicant agency certifies to the following entity type:

Select the appropriate response:

- Type I Entity
- Type II Entity
- Type III Entity

Debarment

Each applicant agency will certify that it and its principals:

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

Select the appropriate response:

- I Certify
- Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Enter the debarment justification:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Contractual and Professional Services	Conference and Meeting Services (e.g., room / equipment rental)	Conference facility and services provided by Holiday Inn Midtown. Estimates for services include meeting rooms with projection screens, podiums/sound/mixers, and service fees (estimated at \$2,405), exhibit rooms and tables (estimated at \$522), food & refreshments for participants during conference (estimated at \$32,000)	\$34,927.00	\$0.00	\$0.00	\$0.00	\$34,927.00	0
Contractual and Professional Services	Conference and Meeting Services (e.g., room / equipment rental)	Conference audio visual equipment not available through host hotel, to be provided by conference planner JHM Management. Needs and costs are estimated as follows: two 5000 lumen projectors (\$800/each/day=\$4,800), splitters & cords (\$150), three 2500 lumen projectors (\$300/each/day=\$2,700),	\$12,245.00	\$0.00	\$0.00	\$0.00	\$12,245.00	0

		lavaliere & handheld microphones (\$100/each/day=\$1,400), computers & supporting electronics for conference sessions (\$1,995), breakout mixers for each room (4 rooms/\$50/day=\$600), computer interface for sound (4 rooms/\$50ea=\$600). No service or labor charged, includes taping cords.							
Supplies and Direct Operating Expenses	Presentation and/or Training Supplies	Conference materials are estimated as follows: badge stock paper and holders (estimated at \$900), printing services (estimated at \$400), portfolios (estimated at \$4225), customized table covers (estimated at \$1,500)	\$7,025.00	\$0.00	\$0.00	\$0.00	\$7,025.00	0	
Contractual and Professional Services	Professional, Presentation, and/or Training Services	Conference Management services provided by JMH Events to provide logistical conference planning and services including locate, negotiate and manage hotel contracts, interact with caterers and hotel staff managing food/beverage functions and room blocks, identify and coordinate av needs, layout and place signs and supervise set-up for all meeting spaces.	\$8,500.00	\$0.00	\$0.00	\$0.00	\$8,500.00	0	
Contractual and Professional Services	Professional, Presentation, and/or Training Services	Keynote Speaker Mansfield Frazier fee (2 days @\$450.per/day), travel to Austin, Texas, includes airfare (estimated at \$800) and hotel accommodations (estimated at \$100).	\$1,800.00	\$0.00	\$0.00	\$0.00	\$1,800.00	0	
Contractual and Professional Services	Professional, Presentation, and/or Training Services	Keynote Speaker - to be determined (2 days @\$450.per/day), travel to Austin, Texas, includes airfare (estimated at \$800) and hotel accommodations (estimated at \$100).	\$1,800.00	\$0.00	\$0.00	\$0.00	\$1,800.00	0	
Supplies and Direct Operating Expenses	Training Stipends	Training stipend includes registration fees for an estimated 32 presenters plus 10 ex-offender scholarships (\$9,450) and hotel accommodations for workshop presenters traveling from outside the area (estimated at \$2,400)	\$11,850.00	\$0.00	\$0.00	\$0.00	\$11,850.00	0	

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
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Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	\$59,272.00	\$0.00	\$0.00	\$0.00	\$59,272.00
Supplies and Direct Operating Expenses	\$18,875.00	\$0.00	\$0.00	\$0.00	\$18,875.00

Budget Grand Total Information:

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$78,147.00	\$0.00	\$0.00	\$0.00	\$78,147.00

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
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TRAVIS COUNTY FY 13 GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	Health and Human Services & Veterans Service/ Family Support Services (FSS)	
Contact Person/Title:	Lisa Sindermann / Financial Analyst Lead	
Phone Number:	512-854-4594	

Grant Title:	Basic Transportation Needs Fund (Capital Metro Pass Program)		
Grant Period:	From: <input type="text" value="Sep 1, 2013"/>	To: <input type="text" value="Aug 31, 2014"/>	
Fund Source:	Federal: <input type="checkbox"/>	State: <input type="checkbox"/>	Local: <input checked="" type="checkbox"/>
Grantor:	Basic Transportation Needs Fund of the Austin Community 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:	Capital Metro		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Operating:	\$ 5,790	\$ 0	\$ 0	\$ 0	\$ 5,790
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Totals:	\$ 5,790	\$ 0	\$ 0	\$ 0	\$ 5,790
FTEs:	0.00	0.00	0.00	0.00	0.00

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

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

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+ - Applicable Departmental Measures					
1.	Not applicable - FSS & BTNF measure progress towards providing basic needs assistance to eligible persons.				
2.					
3.					
+ - Measures for the Grant					
1.	Total number of daily bus passes distributed			518	750
	Outcome Impact Description	Increased access to basic need services needed on an adhoc or one-time basis			
2.	Total number of weekly bus passes distributed			362	1120
	Outcome Impact Description	Increased access to basic needs services needed on a more frequent basis, e.g. interviews, employment assistance, medical appointments			
3.					
	Outcome Impact Description				

PBO Recommendation:

This is a continuation of a grant contract that provides funding for bus passes that HHS can provide to qualified clients. There is no grant match requirement and no indirect costs allowed given that the grantor provides reduced-price bus passes and not funding.

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 HHS/VS is requesting 750 daily and 1120 weekly passes from the Basic Transportation Needs Fund [BTNF] for distribution to working poor, homeless, and refugee clients served through our Family Support Services [FSS] sites. We estimate that at least 1800 clients will receive passes through this initiative so that they can obtain needed services at other sites, attend medical appointments, travel to job interviews and employment training. Persons at or below 150% of the current federal poverty income guideline (FPIG) served at five of the FSS sites will be eligible to receive bus passes through the BNTF program. The centers with the bus passes from this program are in Jonestown, Oak Hill, Post Road, Palm Square and Del Valle. The remaining two are not participating because they lack bus services through Capital Metro. This is the second program year that we are participating in the program.

The purpose of this program is to offset the transportation costs of the working poor, refugees and homeless persons served by TCHHS/VS. By offering passes to the clients, we are maximizing our investment in services to the client by ensuring that they will have transportation to get to medical appointments, job interviews or other service sites which will continue the effort of the move toward self-sufficiency.

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

No additional funds are required.

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

There is no County match required and no commitment by the Court to fund services if funds are discontinued.

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

Funding is only provided in the form of reduced-fare bus passes. No actual funds will be awarded. There is no indirect cost allocation.

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

Yes

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

N/A

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

This program will incur a very minimal increase of administrative, tracking and reporting tasks for the department's FSS staff at the centers involved with the distribution of the passes. The benefits accrued to TCHHS/VS will be that our investment in FSS services will be maximized by offering transportation to clients so they can access referral services, obtain scheduled medical treatment, search for and travel to employment. The department and the BTNF program staff measure program progress as providing basic needs assistance to eligible persons.



RECEIVED
13 JUL 31 AM 8:15
TRAVIS COUNTY
PLANNING & BUDGET OFFICE

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

502 E. Highland Mall Blvd
P. O. Box 1748
Austin, Texas 78767

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

Date: July 31, 2013

TO: MEMBERS OF THE COMMISSIONERS COURT

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

SUBJECT: Acceptance of 2013 – 14 Basic Transportation Needs Fund,
Capital Metro Pass Program Memorandum of Understanding

Proposed Motion: Consider and take appropriate action to approve the 2013 – 14
Basic Transportation Needs Fund, Capital Metro Pass Program
Memorandum of Understanding.

Summary and Staff Recommendation: Staff requests the acceptance and approval of the Memorandum of Understanding for the 2013 – 14 Basic Transportation Needs Fund (BTNF), Capital Metro Pass Program with the Austin Community Foundation. The department will be awarded 750 daily and 1,120 weekly bus passes worth \$5,790. These passes will be distributed to the department's Family Support Services clients at five center locations. Those centers are in Del Valle, Jonestown, and Oak Hill. The centers at Palm Square and Post Road are also participating in the program. The other two centers in Manor and Pflugerville lack bus services through Capital Metro.

Those qualified for this program will be Travis County residents who are at or below 150% of the current federal poverty income guideline and are in need of transportation to referral sites, medical appointments, job interviews, and/or other service sites assisting with self-sufficiency.

Budgetary and Fiscal Impact: The non-cash award equivalent of \$5,790 in bus passes does not require a cash or in-kind match. The current program period is 9/1/12 through 8/31/13.

Issues and Opportunities: The department has participated in this program since May, 2013. There were 259 daily and 362 weekly bus passes distributed in the two month period. The department anticipates this program will help to offset transportation costs of the working poor, refugees and homeless persons in the County.

cc: Leslie Browder, County Executive, Planning and Budget Office
Aerin Toussaint, Budget Analyst I, Planning and Budget Office
Nicki Riley, CPA, Travis County Auditor
DeDe Bell, Financial Audit Manager, County Auditors
Cyd Grimes, C.P.M., C.P.P.O, Travis County Purchasing Agent
Mary Etta Gerhardt, Assistant County Attorney
Jim Lehrman, Social Services Director, Family Support Services

Basic Transportation Needs Fund – A Fund of the Austin Community Foundation

2013-14 Capital Metro Pass Program

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is entered into between Travis County, a political subdivision of the State of Texas ("Agency"), and Austin Community Foundation ("ACF"), a non-profit organization acting as fiscal agent for funds provided by Capital Metro in establishing the Basic Transportation Needs Fund.

The undersigned authorized agents of Travis County (Agency) agree to meet the criteria for participation with the Basic Transportation Needs Fund (BTNF), described herein:

1. **Eligibility:** The Agency will have a Non-Profit Tax-Exempt Status with the IRS or be a government agency, and have an established Capital Metro Pass distribution program. The Agency is responsible for determining **client eligibility**. The passes will directly serve "Eligible Low-Income Individuals," which is defined as an individual whose family income is **at or below 150 percent of the federal poverty line**.
2. **Discrimination:** The Agency will not exclude recipients on the grounds of race, religion, national origin, gender, veteran's status, disability, medical condition, age or sexual orientation. The Agency will not require recipients to be a member of any organization or participate in any religious service as a condition for distribution or receipt of Capital Metro Passes.
3. **Distribution:** The Agency will distribute Capital Metro Passes free of charge directly to Agency clients and will not receive money, property or other services or redistribute to another agency, group or organization. Agency may not distribute Capital Metro Passes provided through this program to another agency, group or organization for redistribution. The Agency will not sell or exchange Capital Metro Passes for money, property or other services.
4. **Tracking & Reporting:** The Agency will keep sufficient records (1) to support eligibility determinations, and (2) to track the distribution of Capital Metro Passes (e.g. distribution records, BTNF reports, etc.). Records shall be

Basic Transportation Needs Fund – A Fund of the Austin Community Foundation

maintained in an accessible format for at least three years after an Agency's program end date. The Agency must submit a monthly report (attached to this MOU as Exhibit A – Client Distribution Report) that will provide BTNF with requested information (e.g. services statistics, client demographics, research data, etc.) and will allow site visits during normal business hours to monitor the program or to review books and records, sometimes without prior notification.

5. Public Relations: The Agency agrees that:

- a. BTNF may publish their name as a participant in BTNF.
- b. BTNF may use Agency's trademarks on BTNF material related to this MOU.
- c. BTNF may use testimonials obtained with the Agency's assistance from their clientele concerning BTNF or Agency's programs that benefit from BTNF.

6. Policies and Procedures: The Agency will comply with appropriate federal rules and regulations including:

- a. 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- b. 49 CFR Part 19, Uniform Administrative Requirements for Grants And Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
- c. OMB Circular, A-133, Audits of States, Local Governments and Non-Profit Organizations.

7. Point of Contact & Communication: The Agency will assign at least one key person to work with BTNF and provide direct contact information, phone number and email address. This person will be responsible for issues that may arise between the Agency and BTNF. This representative must present identification at the time of pick-up and transport of Capital Metro Passes from BTNF office. The Agency will notify BTNF of any changes in tax-exempt status, address, contact information, key personnel or the distribution of Capital Metro Passes.

8. Basic Transportation Needs Fund (BTNF) Definitions and Client Distribution Report are attached hereto as Exhibit A and incorporated by reference herein.

Basic Transportation Needs Fund – A Fund of the Austin Community Foundation

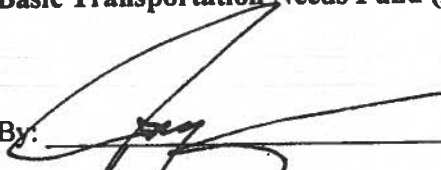
9. **Storage of passes:** The Agency will have adequate storage space to ensure the integrity and security of Capital Metro Passes until they are distributed.

10. **Liability:** The Agency acknowledges that BTNF, Capital Metropolitan Transportation Authority, the Austin Community Foundation and all Sponsors expressly disclaim any implied warranties of merchantability or fitness for a particular use. The Agency releases BTNF, Capital Metropolitan Transportation Authority, the Austin Community Foundation and all Sponsors from any liability resulting from the use of the Capital Metro Passes.

11. **Termination of MOU:** BTNF reserves the right, as its sole discretion, to suspend and/or terminate the Agency's membership per this Memorandum of Understanding. The Agency has the right to appeal and/or reapply. The Agency or BTNF may terminate this agreement at any time by transmitting a written notice to the other at least thirty (30) days before the date upon which the termination is to become effective. Upon termination of this agreement, any undistributed Capital Metro Passes will be returned to BTNF, along with a final report as to the use of any distributed Capital Metro Passes not previously reported.

12. **Immunity.** It is expressly understood and agreed by all Parties that, neither the execution of this MOU, nor any conduct of any representative of County relating to this MOU, shall be considered to waive, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit.

Basic Transportation Needs Fund (BTNF)

By: 
Name: John Michael V. Cortez
Title: Fund Representative
Date: 7.23.13

Travis County

By: _____
Name: Samuel T. Biscoe
Title: Travis County Judge
Date: _____



Travis County Commissioners Court Agenda Request

Meeting Date: 8/13/13

Prepared By/Phone Number: Cynthia Lam-Roldan, 854-4822

Elected/Appointed Official/Dept. Head: Leslie Browder, 854-9106 *LB*

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on the following items for Human Resources Management Department:

- A. Proposed routine personnel amendments; and
- B. Non-routine salary adjustment from Justice of the Peace Precinct 5'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 – 6.
- B. Non-Routine Personnel Action – Pages 7 - 10.

Justice of the Peace Precinct 5 requests approval for a salary adjustment that exceeds 10% above midpoint - Travis County Code § 10.03002, Position 30001719, Court Clerk II Sr, PG 16. 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

August 13, 2013

ITEM # :

DATE: August 2, 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 for DM*

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

A. Routine Personnel Actions – Pages 2 – 6.

B. Non-Routine Personnel Action – Pages 7 - 10.

Justice of the Peace Precinct 5 requests approval for a salary adjustment that exceeds 10% above midpoint - Travis County Code § 10.03002, Position 30001719, Court Clerk II Sr, PG 16. 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	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
New Hire	New Hire	07/29/2013	N/A	1500 - Medical Examiner	30003445 / ME Investigator I / 1 - Regular / 02 - Full Time Non-Exempt / GRD18 / 00 / \$43,659.20		
New Hire	New Hire	08/01/2013	N/A	1500 - Medical Examiner	30050226 / ME Deputy I / 1 - Regular / 01 - Full Time Exempt / NCF01 / 00 / \$170,000.00		
New Hire	New Hire	08/01/2013	N/A	1750 - Criminal Justice Planning	30005147 / Legal Secretary / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$35,646.76		
New Hire	New Hire	07/31/2013	N/A	2000 - County Auditor	30000040 / Aud Financial Auditor Ana / 1 - Regular / 01 - Full Time Exempt / GRD23 / 00 / \$62,000.00		
New Hire	New Hire	08/01/2013	N/A	3200 - District Clerk	30050804 / Business Analyst II / 1 - Regular / 01 - Full Time Exempt / GRD24 / 00 / \$78,000.00		
New Hire	New Hire	08/01/2013	N/A	3200 - District Clerk	30001120 / Court Clerk Asst / 1 - Regular / 02 - Full Time Non-Exempt / GRD11 / 00 / \$26,417.46		
New Hire	New Hire	08/19/2013	N/A	3500 - Sheriff	30002900 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50		
New Hire	New Hire	08/19/2013	N/A	3500 - Sheriff	30001974 / Registered Nurse Charge N / 1 - Regular / 02 - Full Time Non-Exempt / GRD22 / 00 / \$55,578.85		

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WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
New Hire	New Hire	08/05/2013	N/A	N/A	3500 - Sheriff	30005900 / Security Coord / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$30,238.83
New Hire	New Hire	08/05/2013	N/A	N/A	3500 - Sheriff	30001917 / Accounting Clerk / 1 - Regular / 02 - Full Time Non-Exempt / GRD12 / 00 / \$34,621.60
Re-Hire	Re-Hire	07/15/2013	N/A	N/A	3465 - Constable Pct 4	30051326 / Training Education Coord / 2 - Temporary / 06 - Hourly - No Bnf / GRD18 / 00 / \$25.47
Re-Hire	Re-Hire	08/05/2013	N/A	N/A	3500 - Sheriff	30003010 / Office Specialist Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$37,042.72
Mobility	Career Ladder	07/16/2013	3500 - Sheriff	30002621 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27	3500 - Sheriff	30002621 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26
Mobility	Career Ladder	07/30/2013	3500 - Sheriff	30002601 / Cadet / 1 - Regular / 02 - Full Time Non- Exempt / GRD80 / 01 / \$38,919.50	3500 - Sheriff	30002601 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27
Mobility	Career Ladder	08/01/2013	3650 - Juvenile Probation	30004393 / Juvenile Detention Officer II / 1 - Regular / 02 - Full Time Non- Exempt / GRD14 / 00 / \$32,345.46	3650 - Juvenile Probation	30004393 / Juvenile Detention Officer III / 1 - Regular / 02 - Full Time Non- Exempt / GRD15 / 00 / \$34,608.50

3

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Mobility	Career Ladder	08/01/2013	3650 - Juvenile Probation	30004369 / Juvenile Detention Officer I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$31,158.40	3650 - Juvenile Probation	30004369 / Juvenile Detention Officer II / 1 - Regular / 02 - Full Time Non-Exempt / GRD14 / 00 / \$32,716.32
Mobility	Interdpt Change	08/01/2013	3650 - Juvenile Probation	30004423 / Office Specialist / 1 - Regular / 02 - Full Time Non-Exempt / GRD12 / 00 / \$30,413.14	1700 - Transportation and Nat Rsrc	30004602 / Human Resources Asst II / 1 - Regular / 02 - Full Time Non-Exempt / GRD14 / 00 / \$33,815.41
Mobility	Promotion	07/23/2013	1450 - Facilities Management	30050192 / Building Maintenance Worker / 1 - Regular / 02 - Full Time Non-Exempt / GRD11 / 00 / \$28,808.00	1450 - Facilities Management	30000594 / Building Maintenance Worker Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$30,248.40
Mobility	Promotion	08/01/2013	3050 - Tax Collector	30000251 / Accounting Clerk / 1 - Regular / 02 - Full Time Non-Exempt / GRD12 / 00 / \$30,331.81	3050 - Tax Collector	30000249 / Accountant / 1 - Regular / 01 - Full Time Non-Exempt / GRD17 / 00 / \$39,615.06
Mobility	Promotion	08/01/2013	3200 - District Clerk	30001120 / Court Clerk Asst / 1 - Regular / 02 - Full Time Non-Exempt / GRD11 / 00 / \$26,417.46	3200 - District Clerk	30001088 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$30,238.83
Mobility	Promotion	08/16/2013	3420 - Justice of the Peace Pct 5	30001722 / Court Clerk II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$39,400.00	3420 - Justice of the Peace Pct 5	30001710 / Court Clerk II Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$39,400.00
Mobility	Promotion	08/16/2013	3420 - Justice of the Peace Pct 5	30001718 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$41,746.99	3420 - Justice of the Peace Pct 5	30001722 / Court Clerk II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$42,747.33

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WEEKLY PERSONNEL AMENDMENTS - ROUTINE

CURRENT				NEW		
Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Mobility	Promotion	08/01/2013	3500 - Sheriff	30002183 / Certified Peace Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD84 / 07 / \$59,665.84	3500 - Sheriff	30002114 / Corrections Sergeant / 1 - Regular / 02 - Full Time Non-Exempt / GRD88 / 07 / \$81,542.03
Mobility	Promotion	08/01/2013	3500 - Sheriff	30002055 / Office Specialist Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$35,918.06	3500 - Sheriff	30001934 / Human Resources Asst Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$46,280.00
Mobility	Promotion	08/01/2013	3650 - Juvenile Probation	30004117 / Juvenile Probation Officer Asst / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$30,395.70	3650 - Juvenile Probation	30004104 / Juvenile Probation Officer I / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$34,608.50
Mobility	Temporary to Regular	08/16/2013	3420 - Justice of the Peace Pct 5	30051251 / Court Clerk I / 2 - Temporary / 06 - Hourly - No Bnf / GRD13 / 00 / \$15.63	3420 - Justice of the Peace Pct 5	30001718 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$32,500.00
Mobility	Temporary to Regular	08/01/2013	3650 - Juvenile Probation	30004325 / Juvenile Rsdnt Treatment Officer Asst / 2 - Temporary / 05 - Hourly - Retmt / GRD12 / 00 / \$13.59	3650 - Juvenile Probation	30004382 / Juvenile Rsdnt Treatment Officer I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$32,052.80
Salary Change	Salary/Hourly Rate Change	08/01/2013	1350 - Human Resources Management	30000279 / Human Resources Mgr II / 1 - Regular / 01 - Full Time Exempt / GRD26 / 00 / \$77,000.00	1350 - Human Resources Management	GRD26 / 00 / \$82,000.00
Salary Change	Salary/Hourly Rate Change	08/01/2013	3150 - County Clerk	30001024 / Office Asst / 2 - Temporary / 05 - Hourly - Retmt / GRD10 / 00 / \$11.87	3150 - County Clerk	GRD10 / 00 / \$14.54

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WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description		Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Salary Change	Salary/Hourly Rate Change	08/16/2013	3420 - Justice of the Peace Pct 5	30001712 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$32,700.00	3420 - Justice of the Peace Pct 5	GRD13 / 00 / \$35,684.00	
Salary Change	Salary/Hourly Rate Change	08/16/2013	3420 - Justice of the Peace Pct 5	30001716 / Court Clerk II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$39,445.52	3420 - Justice of the Peace Pct 5	GRD15 / 00 / \$40,445.52	
Salary Change	Salary/Hourly Rate Change	08/16/2013	3420 - Justice of the Peace Pct 5	30001715 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$32,100.00	3420 - Justice of the Peace Pct 5	GRD13 / 00 / \$33,400.00	
Salary Change	Salary/Hourly Rate Change	08/16/2013	3420 - Justice of the Peace Pct 5	30001713 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$32,100.00	3420 - Justice of the Peace Pct 5	GRD13 / 00 / \$33,400.00	
Salary Change	Salary/Hourly Rate Change	08/16/2013	3420 - Justice of the Peace Pct 5	30001714 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$31,492.64	3420 - Justice of the Peace Pct 5	GRD13 / 00 / \$32,500.00	
Salary Change	Salary/Hourly Rate Change	08/16/2013	3420 - Justice of the Peace Pct 5	30001723 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$31,383.10	3420 - Justice of the Peace Pct 5	GRD13 / 00 / \$33,400.00	

6

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
3420 - Justice of the Peace Pct 5	30001719 / Court Clerk II Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$53,128.70	3420 - Justice of the Peace Pct 5	GRD16 / 00 / \$54,128.70	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



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: August 2, 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 *JB*

FROM: Debbie Maynor, Director of Human Resources *SJM for DM*

SUBJECT: JP 5 Non-Routine Salary Action, Position 30001719

HRMD requests Commissioners Court to discuss and consider the following action.

JP 5 Request:

Justice of the Peace, Precinct #5s Office (JP 5) requests approval to increase the salary of one Court clerk II Senior (PG 16) from \$53,128.70 to \$54,128.70. The total dollar increase for this position is \$1,000.00 and represents a 1.88% increase. The proposed action would apply to the following position:

<u>Position #</u>	<u>Title</u>	<u>Current Salary</u>	<u>Proposed Salary</u>
30001719	Court Clerk II Sr.	\$53,128.70	\$54,128.70

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 16 (\$50,908.00).

8

Recommendation

HRMD recommends approval of JP 5's proposed salary action. The incumbent is already above the midpoint + 10% line and the proposed increase is not excessive and consistent with the intent of the policy. The action would be effective August 16, 2013. The Planning & Budget Office has verified sufficient funding exists for this action.

DATE: July 31, 2013

TO: Cynthia Lam-Roldan
HR Analyst, HRMD Compensation
Alan Miller,
Budget Analyst, PBO

FROM: Judge Herb Evans
Justice of the Peace, Precinct Five
Heather M. Kellum
Officer Manager, JP5



Heather M. Kellum

SUBJECT: Position #30001719 / Salary Adjustment

This request is for a salary adjustment for Position # 30001719 from \$53,128.70 to \$54,128.70 effective date of 08/16/13. This employee has more than met the challenge of additional duties and an increased workload that must be recognized with what salary savings we currently have available.

If any questions, please do not hesitate to contact us at 854-9048. Thanks for your assistance in the matter.

2013 AUG -2 AM 7:55
PERSONNEL



Travis County Commissioners Court Agenda Request

Meeting Date: August 13, 2013

Prepared By/Phone Number: Norman McRee/854-4821

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning & Budget *JB*

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$970,250.15 for the period of July 26 to August 1, 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 \$970,250.15.

ISSUES AND OPPORTUNITIES:

See attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (8956) – \$970,250.15

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: August 13, 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 26, 2013 to August 1, 2013

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$970,250.15

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 \$970,250.15.

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 26, 2013 TO AUGUST 1, 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: August 13, 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 26, 2013
 TO: August 1, 2013

REIMBURSEMENT REQUESTED: \$ 970,250.15

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 2,322,476.36
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: Aug 6, 2013	\$ (1,396,563.87)
SAP corr	\$ 44,337.66
TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 970,250.15
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 970,250.15

The claims have been audited for eligibility and all were eligible in the period covered by the claim.

All claims over \$25,000 (6 this week totaling \$272,294.91) 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 (\$106,698.96) 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 \$1,517,416.39.

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.

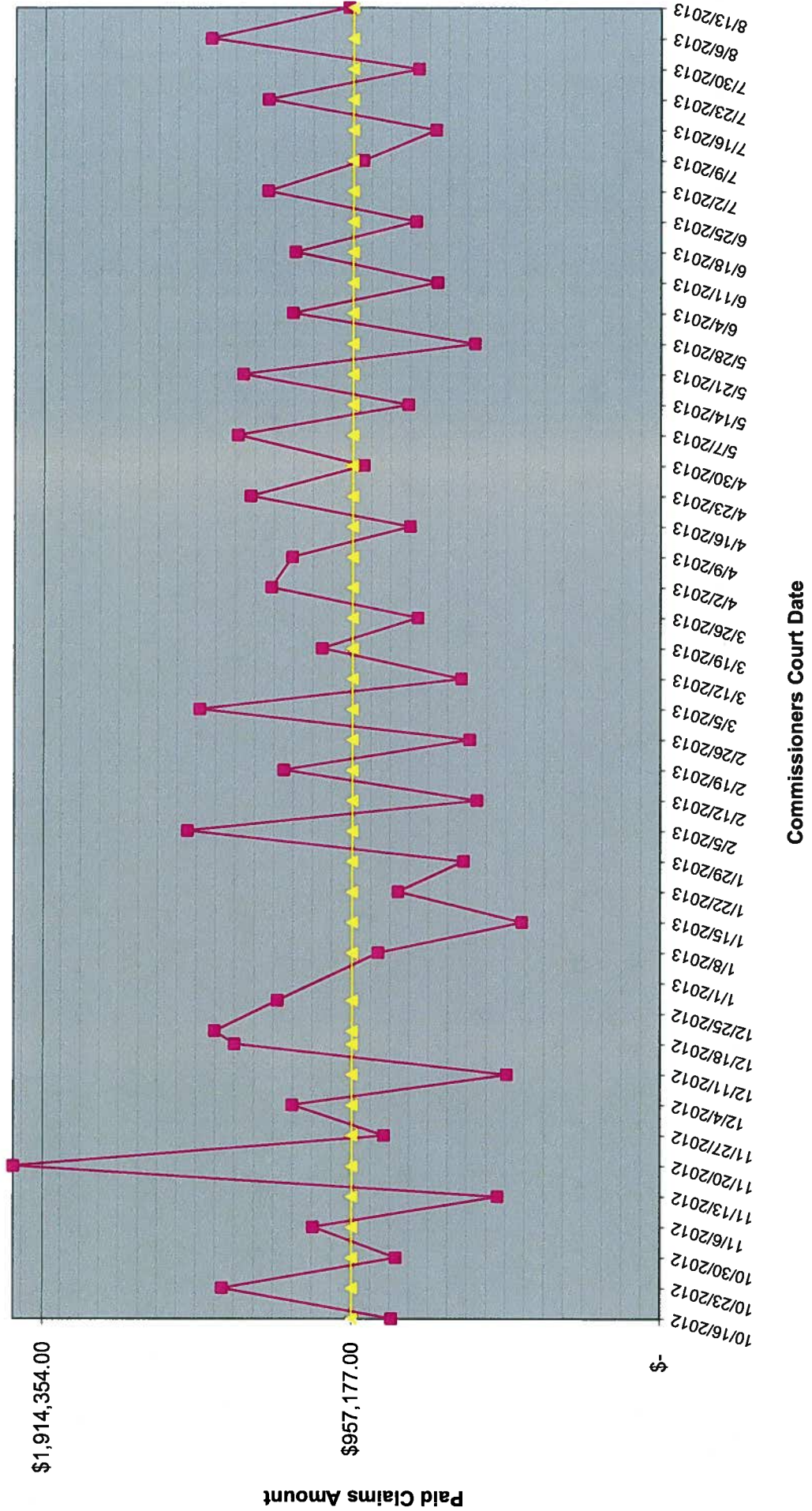
 8/2/13
 John Rabb, Benefits Manager Date

 8/2/13
 Shannon Steele, Benefits Administrator Date

 8/2/13
 Norman McRee, Financial Analyst Date

** Agrees to the total payments for this period per the check register received from UHC. See the final page of this period's check register attached.

Travis County Employee Benefit Plan FY13 Paid Claims vs Weekly Claims Budget of \$957,177.23



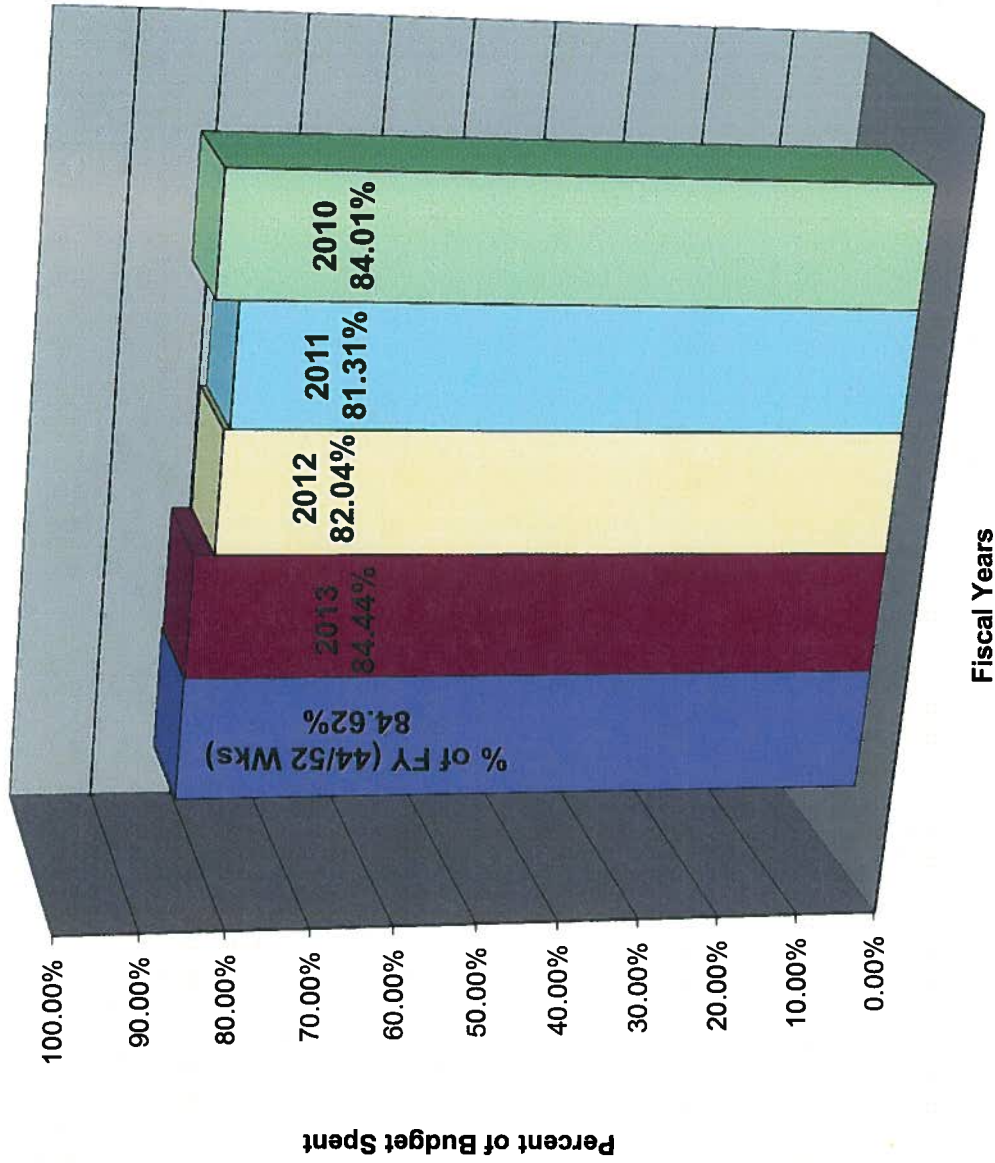
Travis County Employee Benefit Plan FY13 Weekly Paid Claims VS Weekly Budgeted Amount

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%	38.83%
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	74.32%	73.07%
40	6/28/2013	7/4/2013	7/16/2013	\$ 698,621.50	\$ 957,177.23	2	\$ 113,774.05	75.72%	74.58%
41	7/5/2013	7/11/2013	7/23/2013	\$ 1,219,443.82	\$ 957,177.23	3	\$ 160,558.84	78.17%	77.11%
42	7/12/2013	7/18/2013	7/30/2013	\$ 753,137.07	\$ 957,177.23	3	\$ 150,618.25	79.68%	78.80%
43	7/19/2013	7/25/2013	8/6/2013	\$ 1,396,563.87	\$ 957,177.23	2	\$ 152,912.69	82.49%	80.77%
44	7/26/2013	8/1/2013	8/13/2013	\$ 970,250.15	\$ 957,177.23	6	\$ 272,294.91	84.44%	82.04%
45									
46									
47									
48									
49									
50									
51									
52									

Claims (net) & Budget to Date	\$ 42,028,127.88	\$ 42,115,798.15	stop loss	\$ (1,517,416.39)
Gross Paid Claims over (under) Original Budget		\$ (87,670.27)		

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 44



Norman Mcree

From: SIFSFX@UHC.COM
Sent: Friday, August 02, 2013 1:08 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: 2013-08-02 **REQUEST AMOUNT:** \$2,322,476.36

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: 2013-08-01 \$434,568.39
- REQUIRED BALANCE TO BE MAINTAINED: \$2,668,041.00
+ PRIOR DAY REQUEST: \$00.00

= UNDER DEPOSIT: \$2,233,472.61

+ CURRENT DAY NET CHARGE: \$89,003.75
+ ISSUED CREDIT AMOUNT: \$00.00
+ FUNDING ADJUSTMENTS: \$00.00

REQUEST AMOUNT: \$2,322,476.36

ACTIVITY FOR WORK DAY: 2013-07-26

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$49,410.06	\$00.00	\$49,410.06
TOTAL:	\$49,410.06	\$00.00	\$49,410.06

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2013_08_13

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	\$0.01	QG	11736849	AE	9	7/29/2013	100	7/31/2013	8/13/2013
701254	632	\$0.01	QG	11736849	AA	1	7/29/2013	100	7/31/2013	8/13/2013
701254	632	\$0.01	QG	11736849	AA	1	7/29/2013	100	7/31/2013	8/13/2013
701254	632	\$0.01	QG	11736849	AH	2	7/29/2013	100	7/31/2013	8/13/2013
701254	632	\$0.01	QG	11736849	AH	2	7/29/2013	100	7/31/2013	8/13/2013
701254	632	\$0.01	QG	11736849	AH	1	7/29/2013	100	7/31/2013	8/13/2013
701254	632	\$0.01	QG	11736849	AH	1	7/29/2013	100	7/31/2013	8/13/2013
701254	632	\$0.01	QG	11736849	AH	6	7/29/2013	100	7/31/2013	8/13/2013
701254	632	-\$4.00	PH	65534587	AH	1	7/27/2013	50	8/2/2013	8/13/2013
701254	632	-\$20.00	QG	61561118	AE	9	5/16/2013	50	7/30/2013	8/13/2013
701254	632	-\$25.00	PH	39993055	AH	6	5/21/2013	50	7/31/2013	8/13/2013
701254	632	-\$25.00	PH	39993055	AH	6	5/21/2013	50	7/31/2013	8/13/2013
701254	632	-\$25.00	QG	92400005	AH	6	7/24/2013	50	7/30/2013	8/13/2013
701254	632	-\$49.68	QG	3748280	AH	1	5/15/2013	50	8/1/2013	8/13/2013
701254	632	-\$60.00	QG	92353883	AE	9	5/10/2013	50	7/30/2013	8/13/2013
701254	632	-\$80.22	QG	81535302	AH	1	7/23/2013	50	7/29/2013	8/13/2013
701254	632	-\$102.81	QG	81586729	AE	9	5/20/2013	50	7/30/2013	8/13/2013
701254	632	-\$691.41	QG	3584408	AE	11	7/24/2013	50	7/30/2013	8/13/2013
701254	632	-\$1,413.00	QG	21644082	AH	1	7/25/2013	50	7/31/2013	8/13/2013

970,250.15

Travis County Hospital and Insurance Fund - County Employees UHC Payments Deemed Not Reimbursable

For the payment week ending: 08/01/2013

<i>CONTR_#</i>	<i>TRANS_AMT</i>	<i>SRS</i>	<i>CHK_#</i>	<i>GRP</i>	<i>ACCT#</i>	<i>CLAIM</i>	<i>ISS_DATE</i>	<i>TRANS_CODE</i>	<i>TRANS_DATE</i>
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Total: \$0.00

7

Travis County - Employee Health Benefits Fund (8956)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 08/01/2013

Type	EE/RR	Cost Center	G/L Account	Transaction Amount
CEPO	EE	1110068956	516010	\$ 160,146.12
	RR	1110068956	516110	\$ 1,393.79
			Total CEPO	\$ 161,539.91
EPO	EE	1110068956	516030	\$ 246,506.72
	RR	1110068956	516130	\$ 11,434.93
			Total EPO	\$ 257,941.65
PPO	EE	1110068956	516020	\$ 496,030.64
	RR	1110068956	516120	\$ 54,737.95
			Total PPO	\$ 550,768.59
			Grand Total	\$ 970,250.15



Travis County Commissioners Court Agenda Request

Meeting Date: August 13, 2013

Prepared By/Phone Number: Yolanda Reyes, (512)854-9106

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE: Consider and take appropriate action on the *STAR Flight Fee's* for FY 2014 to take effect on October 1, 2013.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Please see attached documentation

STAFF RECOMMENDATIONS: Please see attached documentation

ISSUES AND OPPORTUNITIES: Please see attached documentation

FISCAL IMPACT AND SOURCE OF FUNDING: Please see attached documentation.

REQUIRED AUTHORIZATIONS:

Leslie Browder – Planning and Budget Office, 512-854-9106

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

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



Austin-Travis County
STAR Flight



7800 Old Manor Road
Austin, TX 78724
www.starflightrescue.org

Dispatch 1-800-531-STAR
Administration (512) 854-6464
Fax (512) 854-6466

To: Travis County Commissioners Court
Through: Danny Hobby, County Executive, Emergency Services
From: Casey Ping, Program Director, **STAR Flight**
Date: July 31, 2013
Subject: Increase in **STAR Flight** Fee's

Emergency Services and the **STAR Flight** management team has completed a review of our current fee structure. We recommend to the Commissioners Court that the following increases be approved:

STAR Flight Helicopter

Lift Off Fee

Travis County resident fee from \$3,400 to \$4,500

Non Travis County lift-off fee from \$7,500 to \$9,000

Mileage Fee (Loaded/One Way)

\$85 to \$105

STAR Flight Ground Ambulance- Critical Care (Speciality)

Base Fee

\$990 to \$1,500

Mileage Fee

\$12.50 to \$15.00

There are some areas of Travis County that the current resident lift-off fee is below the Medicare allowable and should be increased to achieve maximum reimbursement for these transports.

The fee increases are based upon increased cost (salaries, fuel, operations) and address increased maintenance costs along with reduced reimbursements and settlements that are occurring as a result of tough economic times. The uninsured also impacts the total cost of the services since little reimbursement is achieved.

See Attachment A for a complete history of fee increases in prior years.

The recommended fees are still very competitive within the air medical industry, especially when you consider the capability and safety equipment of the **STAR Flight** aircraft and personnel.

Travis County has not increased **STAR Flight** fees since 2010.

On the revenue side, there would be an estimated FY14 revenue increase of \$553,014, going from our original estimate of \$2,512,709 using current fees to our revised estimate of \$3,065,725 using our proposed fee increases assuming no change in call volume.

Please let me know if you have any questions or need additional information.

Thank you.

ATTACHMENT A

July 31, 2001

CURRENT RATE STRUCTURE

In County Lift Off:	\$1,600
Out of County Lift Off:	\$2,600
In and Out of County Mileage:	\$50

PROPOSED FY 2002 RATE STRUCTURE

In County Lift Off:	\$1,600
Out of County Lift Off:	\$3,400 (\$800 increase)
In and Out of County Mileage:	\$50

September 16, 2003

CURRENT RATE STRUCTURE

In County Lift Off:	\$1,600
Out of County Lift Off:	\$3,400
In and Out of County Mileage:	\$50

PROPOSED FY 2004 RATE STRUCTURE

In County Lift Off:	\$2,000 (\$400 increase)
Out of County Lift Off:	\$4,000 (\$600 increase)
In and Out of County Mileage:	\$50

June 14, 2005

CURRENT RATE STRUCTURE

In County Lift Off:	\$2,000
Out of County Lift Off:	\$4,000
In and Out of County Mileage:	\$50

PROPOSED FY 2006 RATE STRUCTURE

In County Lift Off:	\$2,000
Out of County Lift Off:	\$4,500 (\$500 increase)
In and Out of County Mileage:	\$55 (\$5 increase)

September 4, 2006

CURRENT RATE STRUCTURE

County Residents Lift Off:	\$2,000
Non County Residents Lift Off:	\$4,500
In and Out of County Mileage:	\$55

PROPOSED FY 2007 RATE STRUCTURE

County Residents Lift Off:	\$2,500	(\$500 increase)
Non County Residents Lift Off:	\$5,000	(\$500 increase)
In and Out of County Mileage:	\$65	(\$10 increase)

July 1, 2008

CURRENT RATE STRUCTURE

County Residents Lift Off:	\$2,500
Non County Residents Lift Off:	\$5,000
In and Out of County Mileage:	\$65

PROPOSED FY 2009 RATE STRUCTURE

County Residents Lift Off:	\$2,700	(\$200 increase)
Non County Residents Lift Off:	\$7,000	(\$2,000 increase)
In and Out of County Mileage:	\$85	(\$20 increase)

January 19, 2010

CURRENT RATE STRUCTURE

County Residents Lift Off:	\$2,700
Non County Residents Lift Off:	\$7,000
In and Out of County Mileage:	\$85

PROPOSED FY 2011 RATE STRUCTURE

County Residents Lift Off:	\$3,400	(\$700 increase)
Non County Residents Lift Off:	\$7,500	(\$500 increase)
In and Out of County Mileage:	\$85	(no increase)

August 13, 2013

STAR Flight Helicopter Fees

CURRENT RATE STRUCTURE

County Residents Lift Off:	\$3,400
Non County Residents Lift Off:	\$7,500
In and Out of County Mileage:	\$85

PROPOSED FY 2014 RATE STRUCTURE

County Residents Lift Off:	\$4,500 (\$1,100 increase)
Non County Residents Lift Off:	\$9,000 (\$1,500 increase)
In and Out of County Mileage:	\$105 (\$20 increase)

STAR Flight Ground Ambulance Fee

NOTE: Established in 2010 during Intermedix contract. NOTE: This is critical care rates. Not ALS2 rate charged by Austin-Travis County EMS.

CURRENT RATE STRUCTURE

Base:	\$990
Mileage:	\$12.50 per loaded mile

PROPOSED FY 2014 RATE STRUCTURE

Base:	\$1,500 (\$510 increase)
Mileage:	\$15.00 (\$2.50 increase)



Travis County Commissioners Court Agenda Request

Meeting Date: August 13, 2013

Prepared By/Phone Number: Yolanda Reyes, (512) 854-9106

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget *JB*

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE: Consider and take appropriate action on TNR and County Clerk Fees for FY 2014.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Please see attached documentation

STAFF RECOMMENDATIONS: Please see attached documentation

ISSUES AND OPPORTUNITIES: Please see attached documentation

FISCAL IMPACT AND SOURCE OF FUNDING: Please see attached documentation.

REQUIRED AUTHORIZATIONS:

Leslie Browder – Planning and Budget Office, 512-854-9106

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

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

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




PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of the Commissioners Court

FROM: Bill Derryberry, Senior Planning and Budget Analyst 

DATE: August 6, 2013

SUBJECT: TNR Sale of Printed Material Fees for FY 2014

As a part of the annual budget process the County Executive, Transportation & Natural Resources (TNR) has recommended the changes to the Sale of Printed Material fees in the attached memorandum.

PBO supports these requested changes to the Sale of Printed Material fees for TNR.

Once approved, the revenue impact of these changes will be assessed by the County Auditor's Office Revenue Section and will be reflected in the Fourth Revenue Estimate. If you have any questions or comments, please call me at 512-854-4741.

Cc: Steven M. Manilla, P.E., County Executive, TNR
Carol B. Joseph, Cynthia McDonald, Donna Holt, Isabelle Lopez, TNR
Leslie Browder, County Executive, PBO
Jessica Rio, Budget Director, PBO
Diana Ramirez, Assistant Budget Director, PBO
Daniel Wilson, County Auditor's Office

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) 854-4897

August 5, 2013

MEMORANUM

TO: Leslie Browder, County Executive
 Planning and Budget Office

Carl B. Johnson

FROM: Steven M. Manilla, P.E., County Executive

RE: FY2014 TNR Fee Schedule

We are requesting that the updated TNR fee schedule be included as part of the budget approval process. Revisions have been made to the section under the Sale of Printed Material including the Aerial, Atlas, and Flood Maps. These changes will bring the fee schedule current with TNR business and reflect allowable fees in accordance with statutes in the Texas Administrative Code, Chapter 70, and the Texas Government Code: Chapter 552, Public Information.

Below is the proposed replacement for the Sale of Printed Material section, including open records fee changes and code references.

FY14 TNR FEE SCHEDULE - SALE OF PRINTED MATERIAL

Fee Description	Current Fee	Proposed Fee	Code Citations
Standard paper copy	\$.12 per page	\$.10 per copy Reduction to align with code	TAC 70.3 TAC 70.9
Large/Oversized Copy (maps, plats, 11x17)	\$0.62 per sheet	\$0.50 per copy Reduction to align with code	TAC 70.3 (b)(2)(L) TAC 70.1 (2) (L)
CD (CD-R, CD-RW) – Materials	N/A	\$1.00 per disk Add this fee	TAC 70.3 (b)(2)(E,F)
DVD – Materials	N/A	\$3.00 per disk Add this fee	TAC 70.3 (b)(2)(G)
Labor	N/A	\$15.00 per hour Add this fee	TAC 70.3 (d)(1)
Overhead – Labor	N/A	20% of Labor Fee Add this fee	TAC 70.3 (e)
Remote Document Retrieval	N/A	Actual cost per off-site vendor contracted fee, if applicable Add this fee	TAC 70.3 (g)
Programming	N/A	\$28.50 per hour Add this fee	TAC 70.3 (c)

Note: TAC Title 1, Part 3, Chapter 70 (Office of the Attorney General) replaced TAC Title 1, Part 5, Chapter 111 (Texas Building and Procurement Commission)

GOVERNMENT CODE
TITLE 5. OPEN GOVERNMENT; ETHICS
SUBTITLE A. OPEN GOVERNMENT
CHAPTER 552. PUBLIC INFORMATION
SUBCHAPTER F. CHARGES FOR PROVIDING COPIES OF PUBLIC INFORMATION

Sec. 552.261. Charge For Providing Copies Of Public Information. (a) The charge for providing a copy of public information shall be an amount that reasonably includes all costs related to reproducing the public information, including costs of materials, labor, and overhead. If a request is for 50 or fewer pages of paper records, the charge for providing the copy of the public information may not include costs of materials, labor, or overhead, but shall be limited to the charge for each page of the paper record that is photocopied, unless the pages to be photocopied are located in:

- (1) two or more separate buildings that are not physically connected with each other; or
- (2) a remote storage facility.

(b) If the charge for providing a copy of public information includes costs of labor, the requestor may require the governmental body's officer for public information or the officer's agent to provide the requestor with a written statement as to the amount of time that was required to produce and provide the copy. The statement must be signed by the officer for public information or the officer's agent and the officer's or the agent's name must be typed or legibly printed below the signature. A charge may not be imposed for providing the written statement to the requestor.

(c) For purposes of Subsection (a), a connection of two buildings by a covered or open sidewalk, an elevated or underground passageway, or a similar facility is insufficient to cause the buildings to be considered separate buildings.

(d) Charges for providing a copy of public information are considered to accrue at the time the governmental body advises the requestor that the copy is available on payment of the applicable charges.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 1995, 74th Leg., ch. 1035, Sec. 16, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1231, Sec. 4, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1319, Sec. 14, eff. Sept. 1, 1999; Acts 2003, 78th Leg., ch. 864, Sec. 1, eff. Sept. 1, 2003.

Sec. 552.262. Rules Of The Attorney General. (a) The attorney general shall adopt rules for use by each governmental body in determining charges for providing copies of public information under this subchapter and in determining the charge, deposit, or bond required for making public information that exists in a paper record available for inspection as authorized by Sections 552.271(c) and (d). The rules adopted by the attorney general shall be used by each governmental body in determining charges for providing copies of public information and in determining the charge, deposit, or bond required for making public information that exists in a paper record available for inspection, except to the extent that other law provides for charges for specific kinds of public information. The charges for providing copies of public information may not be excessive and may not exceed the actual cost of producing the information or for making public information that exists in a paper record available for inspection. A governmental body, other than an agency of state government, may determine its own charges for providing copies of public information and its own charge, deposit, or bond for making public information that exists in a paper record available for inspection but may not charge an amount that is greater than 25 percent more than the amount established by the attorney general unless the governmental body requests an exemption under Subsection (c).

(b) The rules of the attorney general shall prescribe the methods for computing the charges for providing copies of public information in paper, electronic, and other kinds of media and the charge, deposit, or bond required for making public information that exists in a paper record available for inspection. The rules shall establish costs for various components of charges for providing copies of public information that shall be used by each governmental body in providing copies of public information or making public information that exists in a paper record available for inspection.

(c) A governmental body may request that it be exempt from part or all of the rules adopted by the attorney general for determining charges for providing copies of public information or the charge, deposit, or bond required for making public information that exists in a paper record available for inspection. The request must be made in writing to the attorney general and must state the reason for the exemption. If the attorney general determines that good cause exists for exempting a governmental body from a part or all of the rules, the attorney general shall give written notice of the determination to the governmental body within 90 days of the request. On receipt of the determination, the governmental body may amend its charges for providing copies of public information or its charge, deposit, or bond required for making public information that exists in a paper record available for inspection according to the determination of the attorney general.

(d) The attorney general shall publish annually in the Texas Register a list of the governmental bodies that have authorization from the attorney general to adopt any modified rules for determining the cost of providing copies of public information or making public information that exists in a paper record available for inspection.

(e) The rules of the attorney general do not apply to a state governmental body that is not a state agency for purposes of Subtitle D, Title 10.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 1995, 74th Leg., ch. 1035, Sec. 17, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1231, Sec. 4, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1319, Sec. 16, eff. Sept. 1, 1999.

Amended by:

Acts 2005, 79th Leg., Ch. 329, Sec. 7, eff. September 1, 2005.

Acts 2005, 79th Leg., Ch. 716, Sec. 6, eff. September 1, 2005.

TEXAS ADMINISTRATIVE CODE, CHAPTER 70, RULE 70.3
OFFICE OF THE ATTORNEY GENERAL – COST OF PUBLIC INFORMATION

(d) **Labor charge** for locating, compiling, manipulating data, and reproducing public information.

(1) The charge for labor costs incurred in processing a request for public information is \$15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(2) A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:

(A) Two or more separate buildings that are not physically connected with each other; or

(B) A remote storage facility.

(3) A labor charge shall not be recovered for any time spent by an attorney, legal assistant, or any other person who reviews the requested information:

(A) To determine whether the governmental body will raise any exceptions to disclosure of the requested information under the Texas Government Code, Subchapter C, Chapter 552; or

(B) To research or prepare a request for a ruling by the attorney general's office pursuant to §552.301 of the Texas Government Code.

(4) When confidential information pursuant to a mandatory exception of the Act is mixed with public

information in the same page, a labor charge may be recovered for time spent to redact, blackout, or

otherwise obscure confidential information in order to release the public information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

(5) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of Texas Government Code, Chapter 552, §552.261(b).

(6) For purposes of paragraph (2)(A) of this subsection, two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.

(e) Overhead charge.

(1) Whenever any labor charge is applicable to a request, a governmental body may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If a governmental body chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (3) of this subsection. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity for charges made statewide.

(2) An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

(3) The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. Example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, $\$15.00 \times .20 = \3.00 ; or Programming labor charge, $\$28.50 \times .20 = \5.70 . If a request requires one hour of labor charge for locating, compiling, and reproducing information ($\$15.00$ per hour); and one hour of programming labor charge ($\$28.50$ per hour), the combined overhead would be: $\$15.00 + \$28.50 = \$43.50 \times .20 = \8.70 .

(g) Remote document retrieval charge.

(1) Due to limited on-site capacity of storage documents, it is frequently necessary to store information that is not in current use in remote storage locations. Every effort should be made by governmental bodies to store current records on-site. State agencies are encouraged to store inactive or non-current records with the Texas State Library and Archives Commission. To the extent that the retrieval of documents results in a charge to comply with a request, it is permissible to recover costs of such services for requests that qualify for labor charges under current law.

(2) If a governmental body has a contract with a commercial records storage company, whereby the private company charges a fee to locate, retrieve, deliver, and return to storage the needed record(s), no additional labor charge shall be factored in for time spent locating documents at the storage location by the private company's personnel. If after delivery to the governmental body, the boxes must still be searched for records that are responsive to the request, a labor charge is allowed according to subsection (d)(1) of this section.

(2) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

(E) Rewritable CD (CD-RW)—\$1.00;

(F) Non-rewritable CD (CD-R)—\$1.00;

(G) Digital video disc (DVD)—\$3.00;

TEXAS ADMINISTRATIVE CODE, CHAPTER 70, RULE 70.1
OFFICE OF THE ATTORNEY GENERAL – COST OF PUBLIC INFORMATION

(b) Governmental bodies must use the charges established by these rules, unless:

(2) They are a governmental body other than a state agency, and their charges are within a 25 percent variance above the charges established by the Attorney General;

If you have any questions or require additional information, please contact Isabelle Lopez in Financial Services at extension 47675.

IL:SMM:il

**cc: Carol B. Joseph, TNR
Cynthia McDonald, TNR
Donna Holt, TNR
Isabelle Lopez, TNR**



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of the Commissioners Court

FROM: Bill Derryberry, Senior Planning and Budget Analyst *WD*

DATE: August 6, 2013

SUBJECT: County Clerk Fees for FY 2014

As a part of the annual budget process the County Clerk's Office has recommended changes and/or additions to the following fees in this Office related to legislation approved in 83rd Biennial Legislature.

<u>Fee Name</u>	<u>Legislation</u>	<u>Existing Fee</u>	<u>New Fee</u>	<u>Effective Date</u>
Records Management Fee – Civil	HB 1513	\$5.00	\$10.00	January 1, 2014
Records Management Fee - Probate	HB 1513	\$5.00	\$10.00	January 1, 2014
Electronic Filing Fees – Civil	HB 2302	\$0.00	\$20.00	September 1, 2013
Electronic Filing Fees – Probate	HB 2302	\$0.00	\$20.00	September 1, 2013
Electronic Filing Fees - Misdemeanor	HB 2302	\$0.00	\$ 5.00	September 1, 2013
Construction Fee-Civil	SB 1891	\$0.00	\$15.00	January 1, 2014
Construction Fee-Probate	SB 1891	\$0.00	\$15.00	January 1, 2014

The related legislation for these fees is attached.

PBO supports these requested changes to the County Clerk fees to be implemented as of the dates indicated.

Once approved, the revenue impact of these changes will be assessed by the County Auditor's Office Revenue Section and will be reflected in the Fourth Revenue Estimate. If you have any questions or comments, please call me at 512-854-4741.

Cc: Dana DeBeauvoir, County Clerk
Cindy Bohanon, Financial Manager, County Clerk
Leslie Browder, County Executive, PBO
Jessica Rio, Budget Director, PBO
Diana Ramirez, Assistant Budget Director, PBO
Daniel Wilson, County Auditor's Office

HB 1513

Signed By the Governor on June 14, 2013

Relating to Temporary Increases in the Records Archive Fees and the Records Management and Preservation Fees charged by District and County Clerks

H.B. No. 1513

AN ACT

relating to temporary increases in the records archive fees and the records management and preservation fees charged by district and county clerks.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

ARTICLE 1. FEES EFFECTIVE SEPTEMBER 1, 2013

SECTION 1.01. Section 51.305(b), Government Code, is amended to read as follows:

(b) The commissioners court of a county may adopt a district court records archive fee of not more than \$10 [~~\$5~~] for the filing of a suit, including an appeal from an inferior court, or a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, in a district court in the county as part of the county's annual budget. The fee must be set and itemized in the county's budget as part of the budget preparation process and must be approved in a public meeting. The fee is for preservation and restoration services performed in connection with maintaining a district court records archive.

SECTION 1.02. Section 51.317(b), Government Code, is amended to read as follows:

(b) The fees are:

- (1) except as provided by Subsection (b-1), for filing a suit, including an appeal from an inferior court, \$50;
- (2) for filing a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, \$15;
- (3) for issuing a citation or other writ or process not otherwise provided for, including one copy, when requested at the time a suit or action is filed, \$8;
- (4) for records management and preservation, \$10; and
- (5) in addition to the other fees imposed under this section, for filing a suit, including an appeal from an inferior court, or a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, the amount adopted by the county commissioners court, not to exceed \$10 [~~\$5~~], for court records archiving.

SECTION 1.03. Section 101.0611, Government Code, is amended to read as follows:

Sec. 101.0611. DISTRICT COURT FEES AND COSTS: GOVERNMENT CODE. The clerk of a district court shall collect fees and costs under the Government Code as follows:

- (1) appellate judicial system filing fees for:
 - (A) First or Fourteenth Court of Appeals District (Sec. 22.2021, Government Code) . . . not more than \$5;
 - (B) Second Court of Appeals District (Sec. 22.2031, Government Code) . . . not more than \$5;
 - (C) Third Court of Appeals District (Sec. 22.2041, Government Code) . . . \$5;
 - (D) Fourth Court of Appeals District (Sec. 22.2051, Government Code) . . . not more than \$5;
 - (E) Fifth Court of Appeals District (Sec. 22.2061, Government Code) . . . not more than \$5;
 - (E-1) Sixth Court of Appeals District (Sec. 22.2071, Government Code) . . . \$5;
 - (E-2) Seventh Court of Appeals District (Sec. 22.2081, Government Code) . . . \$5;
 - (F) Ninth Court of Appeals District (Sec. 22.2101, Government Code) . . . \$5;

(G) Eleventh Court of Appeals District (Sec. 22.2121, Government Code) . . . \$5;

(G-1) Twelfth Court of Appeals District (Sec. 22.2131, Government Code) . . . \$5; and

(H) Thirteenth Court of Appeals District (Sec. 22.2141, Government Code) . . . not more than \$5;

(2) when administering a case for the Rockwall County Court at Law (Sec. 25.2012, Government Code) . . . civil fees and court costs as if the case had been filed in district court;

(3) additional filing fees:

(A) for each suit filed for insurance contingency fund, if authorized by the county commissioners court (Sec. 51.302, Government Code) . . . not to exceed \$5;

(B) to fund the improvement of Dallas County civil court facilities, if authorized by the county commissioners court (Sec. 51.705, Government Code) . . . not more than \$15;

(B-1) to fund the improvement of Bexar County court facilities, if authorized by the county commissioners court (Sec. 51.706, Government Code) . . . not more than \$15;

(C) to fund the improvement of Hays County court facilities, if authorized by the county commissioners court (Sec. 51.707, Government Code) . . . not more than \$15; and

(D) to fund the preservation of court records (Sec. 51.708, Government Code) . . . not more than \$10;

(4) for filing a suit, including an appeal from an inferior court:

(A) for a suit with 10 or fewer plaintiffs (Sec. 51.317, Government Code) . . . \$50;

(B) for a suit with at least 11 but not more than 25 plaintiffs (Sec. 51.317, Government Code) . . . \$75;

(C) for a suit with at least 26 but not more than 100 plaintiffs (Sec. 51.317, Government Code) . . . \$100;

(D) for a suit with at least 101 but not more than 500 plaintiffs (Sec. 51.317, Government Code) . . . \$125;

(E) for a suit with at least 501 but not more than 1,000 plaintiffs (Sec. 51.317, Government Code) . . . \$150; or

(F) for a suit with more than 1,000 plaintiffs (Sec. 51.317, Government Code) . . . \$200;

(5) for filing a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition (Sec. 51.317, Government Code) . . . \$15;

(6) for issuing a citation or other writ or process not otherwise provided for, including one copy, when requested at the time a suit or action is filed (Sec. 51.317, Government Code) . . . \$8;

(7) for records management and preservation (Sec. 51.317, Government Code) . . . \$10;

(7-a) for district court records archiving, if adopted by the county commissioners court (Sec. 51.317(b)(5), Government Code) . . . not more than \$10 [~~\$5~~];

(8) for issuing a subpoena, including one copy (Sec. 51.318, Government Code) . . . \$8;

(9) for issuing a citation, commission for deposition, writ of execution, order of sale, writ of execution and order of sale, writ of injunction, writ of garnishment, writ of attachment, or writ of sequestration not provided for in Section 51.317, or any other writ or process not otherwise provided for, including one copy if required by law (Sec. 51.318, Government Code) . . . \$8;

(10) for searching files or records to locate a cause when the docket number is not provided (Sec. 51.318, Government Code) . . . \$5;

(11) for searching files or records to ascertain the existence of an instrument or record in the district clerk's office (Sec. 51.318, Government Code) . . . \$5;

- (12) for abstracting a judgment (Sec. 51.318, Government Code) . . . \$8;
- (13) for approving a bond (Sec. 51.318, Government Code) . . . \$4;
- (14) for a certified copy of a record, judgment, order, pleading, or paper on file or of record in the district clerk's office, including certificate and seal, for each page or part of a page (Sec. 51.318, Government Code) . . . not to exceed \$1;
- (15) for a noncertified copy, for each page or part of a page (Sec. 51.318, Government Code) . . . not to exceed \$1;
- (16) fee for performing a service:
 - (A) related to the matter of the estate of a deceased person (Sec. 51.319, Government Code) . . . the same fee allowed the county clerk for those services;
 - (B) related to the matter of a minor (Sec. 51.319, Government Code) . . . the same fee allowed the county clerk for the service;
 - (C) of serving process by certified or registered mail (Sec. 51.319, Government Code) . . . the same fee a sheriff or constable is authorized to charge for the service under Section 118.131, Local Government Code; and
 - (D) prescribed or authorized by law but for which no fee is set (Sec. 51.319, Government Code) . . . a reasonable fee;
- (17) jury fee (Sec. 51.604, Government Code) . . . \$30;
- (18) additional filing fee for family protection on filing a suit for dissolution of a marriage under Chapter 6, Family Code (Sec. 51.961, Government Code) . . . not to exceed \$15;
- (19) at a hearing held by an associate judge in Dallas County, a court cost to preserve the record, in the absence of a court reporter, by other means (Sec. 54.509, Government Code) . . . as assessed by the referring court or associate judge; and
- (20) at a hearing held by an associate judge in Duval County, a court cost to preserve the record (Sec. 54.1151, Government Code) . . . as imposed by the referring court or associate judge.

SECTION 1.04. Sections 118.011(b) and (f), Local Government Code, are amended to read as follows:

(b) The county clerk may set and collect the following fee from any person:

- (1) Returned Check (Sec. 118.0215) not less than \$15 or more than \$30
- (2) Records Management and Preservation Fee (Sec. 118.0216) not more than \$10 [~~\$5~~]
- (3) Mental Health Background Check for License to Carry a Concealed Weapon (Sec. 118.0217) not more than \$2

(f) The county clerk of a county shall, if the commissioners court of the county adopts the fee as part of the county's annual budget, collect the following fee from any person:

Records Archive Fee (Sec. 118.025) not more than \$10 [~~\$5~~]

SECTION 1.05. The changes in law made by this article apply only to a fee that becomes payable on or after September 1, 2013. A fee that becomes payable before September 1, 2013, is governed by the law in effect when the fee became payable, and the former law is continued in effect for that purpose.

SECTION 1.06. This article takes effect September 1, 2013.

ARTICLE 2. FEES EFFECTIVE SEPTEMBER 1, 2019

SECTION 2.01. Section 51.305(b), Government Code, is amended to read as follows:

(b) The commissioners court of a county may adopt a district court records archive fee of not more than \$5 for the filing of a suit, including an appeal from an inferior court, or a

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cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, in a district court in the county as part of the county's annual budget. The fee must be set and itemized in the county's budget as part of the budget preparation process and must be approved in a public meeting. The fee is for preservation and restoration services performed in connection with maintaining a district court records archive.

SECTION 2.02. Section 51.317(b), Government Code, is amended to read as follows:

(b) The fees are:

(1) except as provided by Subsection (b-1), for filing a suit, including an appeal from an inferior court, \$50;

(2) for filing a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, \$15;

(3) for issuing a citation or other writ or process not otherwise provided for, including one copy, when requested at the time a suit or action is filed, \$8;

(4) for records management and preservation, \$10; and

(5) in addition to the other fees imposed under this section, for filing a suit, including an appeal from an inferior court, or a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, the amount adopted by the county commissioners court, not to exceed \$5, for court records archiving.

SECTION 2.03. Section 101.0611, Government Code, is amended to read as follows:

Sec. 101.0611. DISTRICT COURT FEES AND COSTS: GOVERNMENT CODE. The clerk of a district court shall collect fees and costs under the Government Code as follows:

(1) appellate judicial system filing fees for:

(A) First or Fourteenth Court of Appeals District (Sec. 22.2021, Government Code) . . . not more than \$5;

(B) Second Court of Appeals District (Sec. 22.2031, Government Code) . . . not more than \$5;

(C) Third Court of Appeals District (Sec. 22.2041, Government Code) . . . \$5;

(D) Fourth Court of Appeals District (Sec. 22.2051, Government Code) . . . not more than \$5;

(E) Fifth Court of Appeals District (Sec. 22.2061, Government Code) . . . not more than \$5;

(E-1) Sixth Court of Appeals District (Sec. 22.2071, Government Code) . . . \$5;

(E-2) Seventh Court of Appeals District (Sec. 22.2081, Government Code) . . . \$5;

(F) Ninth Court of Appeals District (Sec. 22.2101, Government Code) . . . \$5;

(G) Eleventh Court of Appeals District (Sec. 22.2121, Government Code) . . . \$5;

(G-1) Twelfth Court of Appeals District (Sec. 22.2131, Government Code) . . . \$5; and

(H) Thirteenth Court of Appeals District (Sec. 22.2141, Government Code) . . . not more than \$5;

(2) when administering a case for the Rockwall County Court at Law (Sec. 25.2012, Government Code) . . . civil fees and court costs as if the case had been filed in district court;

(3) additional filing fees:

(A) for each suit filed for insurance contingency fund, if authorized by the county commissioners court (Sec. 51.302, Government Code) . . . not to exceed \$5;

(B) to fund the improvement of Dallas County civil court facilities, if authorized by the county commissioners court (Sec. 51.705, Government Code) . . . not more than \$15;

(B-1) to fund the improvement of Bexar County

court facilities, if authorized by the county commissioners court (Sec. 51.706, Government Code) . . . not more than \$15;

(C) to fund the improvement of Hays County court facilities, if authorized by the county commissioners court (Sec. 51.707, Government Code) . . . not more than \$15; and

(D) to fund the preservation of court records (Sec. 51.708, Government Code) . . . not more than \$10;

(4) for filing a suit, including an appeal from an inferior court:

(A) for a suit with 10 or fewer plaintiffs (Sec. 51.317, Government Code) . . . \$50;

(B) for a suit with at least 11 but not more than 25 plaintiffs (Sec. 51.317, Government Code) . . . \$75;

(C) for a suit with at least 26 but not more than 100 plaintiffs (Sec. 51.317, Government Code) . . . \$100;

(D) for a suit with at least 101 but not more than 500 plaintiffs (Sec. 51.317, Government Code) . . . \$125;

(E) for a suit with at least 501 but not more than 1,000 plaintiffs (Sec. 51.317, Government Code) . . . \$150; or

(F) for a suit with more than 1,000 plaintiffs (Sec. 51.317, Government Code) . . . \$200;

(5) for filing a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition (Sec. 51.317, Government Code) . . . \$15;

(6) for issuing a citation or other writ or process not otherwise provided for, including one copy, when requested at the time a suit or action is filed (Sec. 51.317, Government Code) . . . \$8;

(7) for records management and preservation (Sec. 51.317, Government Code) . . . \$10;

(7-a) for district court records archiving, if adopted by the county commissioners court (Sec. 51.317(b)(5), Government Code) . . . not more than \$5;

(8) for issuing a subpoena, including one copy (Sec. 51.318, Government Code) . . . \$8;

(9) for issuing a citation, commission for deposition, writ of execution, order of sale, writ of execution and order of sale, writ of injunction, writ of garnishment, writ of attachment, or writ of sequestration not provided for in Section 51.317, or any other writ or process not otherwise provided for, including one copy if required by law (Sec. 51.318, Government Code) . . . \$8;

(10) for searching files or records to locate a cause when the docket number is not provided (Sec. 51.318, Government Code) . . . \$5;

(11) for searching files or records to ascertain the existence of an instrument or record in the district clerk's office (Sec. 51.318, Government Code) . . . \$5;

(12) for abstracting a judgment (Sec. 51.318, Government Code) . . . \$8;

(13) for approving a bond (Sec. 51.318, Government Code) . . . \$4;

(14) for a certified copy of a record, judgment, order, pleading, or paper on file or of record in the district clerk's office, including certificate and seal, for each page or part of a page (Sec. 51.318, Government Code) . . . not to exceed \$1;

(15) for a noncertified copy, for each page or part of a page (Sec. 51.318, Government Code) . . . not to exceed \$1;

(16) fee for performing a service:

(A) related to the matter of the estate of a deceased person (Sec. 51.319, Government Code) . . . the same fee allowed the county clerk for those services;

(B) related to the matter of a minor (Sec. 51.319, Government Code) . . . the same fee allowed the county

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clerk for the service;

(C) of serving process by certified or registered mail (Sec. 51.319, Government Code) . . . the same fee a sheriff or constable is authorized to charge for the service under Section 118.131, Local Government Code; and

(D) prescribed or authorized by law but for which no fee is set (Sec. 51.319, Government Code) . . . a reasonable fee;

(17) jury fee (Sec. 51.604, Government Code) . . . \$30;

(18) additional filing fee for family protection on filing a suit for dissolution of a marriage under Chapter 6, Family Code (Sec. 51.961, Government Code) . . . not to exceed \$15;

(19) at a hearing held by an associate judge in Dallas County, a court cost to preserve the record, in the absence of a court reporter, by other means (Sec. 54.509, Government Code) . . . as assessed by the referring court or associate judge; and

(20) at a hearing held by an associate judge in Duval County, a court cost to preserve the record (Sec. 54.1151, Government Code) . . . as imposed by the referring court or associate judge.

SECTION 2.04. Sections 118.011(b) and (f), Local Government Code, are amended to read as follows:

(b) The county clerk may set and collect the following fee from any person:

(1) Returned Check (Sec. 118.0215) not less than \$15 or more than \$30

(2) Records Management and Preservation Fee (Sec. 118.0216) not more than \$5

(3) Mental Health Background Check for License to Carry a Concealed Weapon (Sec. 118.0217) not more than \$2

(f) The county clerk of a county shall, if the commissioners court of the county adopts the fee as part of the county's annual budget, collect the following fee from any person:

Records Archive Fee (Sec. 118.025) not more than \$5

SECTION 2.05. The changes in law made by this article apply only to a fee that becomes payable on or after September 1, 2019. A fee that becomes payable before September 1, 2019, is governed by the law in effect when the fee became payable, and the former law is continued in effect for that purpose.

SECTION 2.06. This article takes effect September 1, 2019.

ARTICLE 3. CONFLICT WITH OTHER LEGISLATION

SECTION 3.01. To the extent of any conflict, this Act prevails over another Act of the 83rd Legislature, Regular Session, 2013, relating to nonsubstantive additions to and corrections in enacted codes.

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

HB 2302

Signed By the Governor on June 14, 2013

Relating to Signing Electronic or Digital Court Documents, to the Electronic Filing System established by the Texas Supreme Court, to the Statewide Electronic Filing System Fund, to certain Court Fees and Court Costs, and to Electronic Filing Fees by Taxing Units; imposing and authorizing certain fees.

H.B. No. 2302

AN ACT

relating to signing electronic or digital court documents, to the electronic filing system established by the Texas Supreme Court, to the statewide electronic filing system fund, to certain court fees and court costs, and to recovery of electronic filing fees by taxing units; imposing and authorizing certain fees.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Chapter 21, Government Code, is amended by adding Section 21.011 to read as follows:

Sec. 21.011. ELECTRONIC OR DIGITAL SIGNATURE. A judge or justice presiding over a court in this state may sign an electronic or digital court document, including an order, judgment, ruling, notice, commission, or precept, electronically, digitally, or through another secure method. The document signed in that manner is the official document issued by the court.

SECTION 2. Chapter 51, Government Code, is amended by adding Subchapter I-1 to read as follows:

SUBCHAPTER I-1. ELECTRONIC FILING FEE

Sec. 51.851. ELECTRONIC FILING FEE. (a) In this section, "conviction" has the meaning assigned by Section 133.101, Local Government Code.

(b) In addition to other fees authorized or required by law, the clerk of the supreme court, a court of appeals, a district court, a county court, a statutory county court, or a statutory probate court shall collect a \$20 fee on the filing of any civil action or proceeding requiring a filing fee, including an appeal, and on the filing of any counterclaim, cross-action, intervention, interpleader, or third-party action requiring a filing fee to be used as provided by Section 51.852.

(c) In addition to other fees authorized or required by law, the clerk of a justice court shall collect a \$10 fee on the filing of any civil action or proceeding requiring a filing fee, including an appeal, and on the filing of any counterclaim, cross-action, intervention, interpleader, or third-party action requiring a filing fee to be used as provided by Section 51.852.

(d) In addition to other court costs, a person shall pay \$5 as a court cost on conviction of any criminal offense in a district court, county court, or statutory county court.

(e) A court may waive payment of a court cost or fee due under this section for an individual the court determines is indigent.

(f) Court costs and fees due under this section shall be collected in the same manner as other fees, fines, or costs in the case.

(g) The clerk of a district court, a county court, a statutory county court, a statutory probate court, or a justice court shall deposit the court costs and fees collected under this section in the appropriate local treasury and remit the court costs and fees to the comptroller in the manner provided by Subchapter B, Chapter 133, Local Government Code.

(h) The clerk of the supreme court or of a court of appeals shall remit the fees collected under this section to the comptroller.

(i) The comptroller shall deposit the court costs and fees received under this section to the credit of the statewide electronic filing system fund established under Section 51.852.

(j) The comptroller may audit the records of a county related to costs and fees collected under this section.

(k) Money spent from costs and fees collected under this section is subject to audit by the state auditor.

Sec. 51.852. STATEWIDE ELECTRONIC FILING SYSTEM FUND. (a) The statewide electronic filing system fund is an account in the general revenue fund.

(b) Money in the statewide electronic filing system fund may only be appropriated to the Office of Court Administration of the Texas Judicial System and used to:

(1) support a statewide electronic filing technology project for courts in this state;

(2) provide grants to counties to implement components of the project; or

(3) support court technology projects that have a statewide impact as determined by the office of court administration.

SECTION 3. Subchapter C, Chapter 72, Government Code, is amended by adding Section 72.031 to read as follows:

Sec. 72.031. ELECTRONIC FILING SYSTEM. (a) In this section:

(1) "Appellate court" means the supreme court, the court of criminal appeals, or a court of appeals.

(2) "Electronic filing system" means the filing system established by supreme court rule or order for the electronic filing of documents in courts of this state.

(3) "Electronic filing transaction" means the simultaneous electronic filing of one or more documents related to a proceeding before a court in this state.

(4) "Local government" means a county or municipality.

(b) The office as authorized by supreme court rule or order may implement an electronic filing system for use in the courts of this state.

(c) A local government or appellate court that uses the electronic filing system may charge a fee of \$2 for each electronic filing transaction if:

(1) the fee is necessary to recover the actual system operating costs reasonably incurred by the local government or appellate court to:

(A) accept electronic payment methods; or

(B) interface with other technology information systems;

(2) the fee does not include an amount to recover local government or appellate court employee costs, other than costs for directly maintaining the system;

(3) the governing body of the local government or the appellate court approves the fee using the local government or appellate court's standard approval process for fee increases; and

(4) the local government or appellate court annually certifies to the office on a form prescribed by the office that the amount of the fee is necessary to recover the actual system operating costs incurred by the local government or appellate court.

(c-1) This subsection and Subsection (c) expire September 1, 2019.

(d) A local government or appellate court that uses the electronic filing system may accept electronic payment methods, including payments made with credit and debit cards.

(e) A governmental entity not otherwise required to pay a filing fee under any other law may not be required to pay a fee established under this section.

(f) A court shall waive payment of any fee due under this section for an individual the court determines is indigent.

SECTION 4. Subchapter B, Chapter 101, Government Code, is amended by adding Section 101.0211 to read as follows:

Sec. 101.0211. ADDITIONAL SUPREME COURT FEES: GOVERNMENT

CODE. The clerk of the supreme court shall collect a statewide electronic filing system fund fee of \$20 under Section 51.851, Government Code.

SECTION 5. Subchapter C, Chapter 101, Government Code, is amended by adding Section 101.0411 to read as follows:

Sec. 101.0411. ADDITIONAL COURT OF APPEALS FEES: GOVERNMENT CODE. The clerk of a court of appeals shall collect a statewide electronic filing system fund fee of \$20 under Section 51.851, Government Code.

SECTION 6. Subchapter D, Chapter 101, Government Code, is amended by adding Section 101.06118 to read as follows:

Sec. 101.06118. ADDITIONAL DISTRICT COURT FEES: GOVERNMENT CODE. The clerk of a district court shall collect a statewide electronic filing system fund fee of \$20 under Section 51.851, Government Code.

SECTION 7. Subchapter E, Chapter 101, Government Code, is amended by adding Section 101.08117 to read as follows:

Sec. 101.08117. ADDITIONAL STATUTORY COUNTY COURT FEES: GOVERNMENT CODE. The clerk of a statutory county court shall collect a statewide electronic filing system fund fee of \$20 under Section 51.851, Government Code.

SECTION 8. Subchapter F, Chapter 101, Government Code, is amended by adding Section 101.10116 to read as follows:

Sec. 101.10116. ADDITIONAL STATUTORY PROBATE COURT FEES: GOVERNMENT CODE. The clerk of a statutory probate court shall collect a statewide electronic filing system fund fee of \$20 under Section 51.851, Government Code.

SECTION 9. Subchapter G, Chapter 101, Government Code, is amended by adding Section 101.12126 to read as follows:

Sec. 101.12126. ADDITIONAL COUNTY COURT FEES: GOVERNMENT CODE. The clerk of a county court shall collect a statewide electronic filing system fund fee of \$20 under Section 51.851, Government Code.

SECTION 10. Subchapter H, Chapter 101, Government Code, is amended by adding Section 101.1411 to read as follows:

Sec. 101.1411. ADDITIONAL JUSTICE COURT FEES: GOVERNMENT CODE. The clerk of a justice court shall collect a statewide electronic filing system fund fee of \$10 under Section 51.851, Government Code.

SECTION 11. Subchapter C, Chapter 102, Government Code, is amended by adding Section 102.0415 to read as follows:

Sec. 102.0415. ADDITIONAL COURT COSTS ON CONVICTION IN DISTRICT COURT: GOVERNMENT CODE. The clerk of a district court shall collect from a defendant a court cost on conviction of \$5 under Section 51.851, Government Code.

SECTION 12. Subchapter D, Chapter 102, Government Code, is amended by adding Section 102.0615 to read as follows:

Sec. 102.0615. ADDITIONAL COURT COSTS ON CONVICTION IN STATUTORY COUNTY COURT: GOVERNMENT CODE. The clerk of a statutory county court shall collect from a defendant a court cost on conviction of \$5 under Section 51.851, Government Code.

SECTION 13. Subchapter E, Chapter 102, Government Code, is amended by adding Section 102.082 to read as follows:

Sec. 102.082. ADDITIONAL COURT COSTS ON CONVICTION IN COUNTY COURT: GOVERNMENT CODE. The clerk of a county court shall collect from a defendant a court cost on conviction of \$5 under Section 51.851, Government Code.

SECTION 14. Section 103.027, Government Code, is amended to read as follows:

Sec. 103.027. MISCELLANEOUS FEES AND COSTS: GOVERNMENT CODE. (a) Fees and costs shall be paid or collected under the Government Code as follows:

(1) filing a certified copy of a judicial finding of fact and conclusion of law if charged by the secretary of state

(Sec. 51.905, Government Code) . . . \$15;

(2) cost paid by each surety posting the bail bond for an offense other than a misdemeanor punishable by fine only under Chapter 17, Code of Criminal Procedure, for the assistant prosecutor supplement fund and the fair defense account (Sec. 41.258, Government Code) . . . \$15, provided the cost does not exceed \$30 for all bail bonds posted at that time for an individual and the cost is not required on the posting of a personal or cash bond;

(3) to participate in a court proceeding in this state, a nonresident attorney fee (Sec. 82.0361, Government Code) . . . \$250 except as waived or reduced under supreme court rules for representing an indigent person;

(4) on a party's appeal of a final decision in a contested case, the cost of preparing the original or a certified copy of the record of the agency proceeding, if required by the agency's rule, as a court cost (Sec. 2001.177, Government Code) . . . as assessed by the court, all or part of the cost of preparation;

(5) compensation to a referee in juvenile court in Wichita County taxed as costs if the judge determines the parties are able to pay the costs (Sec. 54.403, Government Code) . . . as determined by the judge; and

(6) the expense of preserving the record as a court cost in Brazos County if imposed on a party by the referring court or magistrate (Sec. 54.1111, Government Code) . . . actual cost.

(b) Any fee of \$2 charged by a local government or appellate court for an electronic filing transaction as authorized under Section 72.031(c), Government Code, shall be collected. This subsection expires September 1, 2019.

SECTION 15. Section 231.202, Family Code, is amended to read as follows:

Sec. 231.202. AUTHORIZED COSTS AND FEES IN TITLE IV-D CASES. In a Title IV-D case filed under this title, including a case filed under Chapter 159, the Title IV-D agency shall pay only the following costs and fees:

(1) filing fees and fees for issuance and service of process as provided by Chapter 110 of this code and by Sections 51.317(b)(1), (2), and (3) and (b-1), 51.318(b)(2), and 51.319(2), Government Code;

(2) fees for transfer as provided by Chapter 110;

(3) fees for the issuance and delivery of orders and writs of income withholding in the amounts provided by Chapter 110;

(4) the fee for services provided by sheriffs and constables, including:

(A) a fee authorized under Section 118.131, Local Government Code, for serving each item of process to each individual on whom service is required, including service by certified or registered mail; and

(B) a fee authorized under Section 157.103(b) for serving a *capias*;

(5) the fee for filing an administrative writ of withholding under Section 158.503(d);

(6) the fee for issuance of a subpoena as provided by Section 51.318(b)(1), Government Code; and

(7) a fee authorized by Section 72.031, Government Code, [~~under a local rule~~] for the electronic filing of documents with a clerk.

SECTION 16. Section 231.204, Family Code, is amended to read as follows:

Sec. 231.204. PROHIBITED FEES IN TITLE IV-D CASES. Except as provided by this subchapter, an appellate court, a clerk of an appellate court, a district or county clerk, sheriff, constable, or other government officer or employee may not charge the Title IV-D

agency or a private attorney or political subdivision that has entered into a contract to provide Title IV-D services any fees or other amounts otherwise imposed by law for services rendered in, or in connection with, a Title IV-D case, including:

- (1) a fee payable to a district clerk for:
 - (A) performing services related to the estates of deceased persons or minors;
 - (B) certifying copies; or
 - (C) comparing copies to originals;
- (2) a court reporter fee, except as provided by Section 231.209;
- (3) a judicial fund fee;
- (4) a fee for a child support registry, enforcement office, or domestic relations office;
- (5) a fee for alternative dispute resolution services;

[and]

- (6) a filing fee or other costs payable to a clerk of an appellate court; and
- (7) a statewide electronic filing system fund fee.

SECTION 17. Section 133.058(d), Local Government Code, is amended to read as follows:

(d) A county may not retain a service fee on the collection of a fee:

- (1) for the judicial fund; [~~or~~]
- (2) under Sections 14 and 19, Article 42.12, Code of Criminal Procedure; or
- (3) under Section 51.851, Government Code.

SECTION 18. The imposition of a cost of court on conviction under Section 51.851, Government Code, as added by this Act, applies only to an offense committed on or after the effective date of this Act. An offense committed before the effective date of this Act is covered by the law in effect when the offense was committed, and the former law is continued in effect for that purpose. For purposes of this section, an offense was committed before the effective date of this Act if any element of the offense was committed before that date.

SECTION 19. Section 33.48(a), Tax Code, is amended to read as follows:

(a) In addition to other costs authorized by law, a taxing unit is entitled to recover the following costs and expenses in a suit to collect a delinquent tax:

- (1) all usual court costs, including the cost of serving process and electronic filing fees;
- (2) costs of filing for record a notice of lis pendens against property; -
- (3) expenses of foreclosure sale;
- (4) reasonable expenses that are incurred by the taxing unit in determining the name, identity, and location of necessary parties and in procuring necessary legal descriptions of the property on which a delinquent tax is due;
- (5) attorney's fees in the amount of 15 percent of the total amount of taxes, penalties, and interest due the unit; and
- (6) reasonable attorney ad litem fees approved by the court that are incurred in a suit in which the court orders the appointment of an attorney to represent the interests of a defendant served with process by means of citation by publication or posting.

SECTION 20. Section 33.49(a), Tax Code, is amended to read as follows:

(a) Except as provided by Subsection (b), a taxing unit is not liable in a suit to collect taxes for court costs, including any fees for service of process and electronic filing fees, an attorney ad litem, arbitration, or mediation, and may not be required to post security for costs.

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SECTION 21. (a) Section 51.607, Government Code, does not apply to the imposition of a fee assessed under:

- (1) Section 51.851, Government Code, as added by this Act;
- (2) Section 101.0211, Government Code, as added by this Act;
- (3) Section 101.0411, Government Code, as added by this Act;
- (4) Section 101.06118, Government Code, as added by this Act;
- (5) Section 101.08117, Government Code, as added by this Act;
- (6) Section 101.10116, Government Code, as added by this Act;
- (7) Section 101.12126, Government Code, as added by this Act;
- (8) Section 101.1411, Government Code, as added by this Act;
- (9) Section 102.0415, Government Code, as added by this Act;
- (10) Section 102.0615, Government Code, as added by this Act; or
- (11) Section 102.082, Government Code, as added by this Act.

(b) The changes in law made by this Act apply only to a fee that becomes payable on or after September 1, 2013. A fee that becomes payable before that date is governed by the law in effect when the fee became payable, and the former law is continued in effect for that purpose.

SECTION 22. Not later than December 1, 2018, the Office of Court Administration of the Texas Judicial System shall file a report with the lieutenant governor, the speaker of the house of representatives, and the presiding officers of the standing committees of each house of the legislature with jurisdiction over the judiciary detailing the number of local governments and appellate courts collecting a fee under Section 72.031(c), Government Code, as added by this Act, and the necessity of the local governments and appellate courts to continue collecting the fee.

SECTION 23. This Act takes effect September 1, 2013.

President of the Senate

Speaker of the House

I certify that H.B. No. 2302 was passed by the House on April 26, 2013, by the following vote: Yeas 138, Nays 0, 2 present, not voting; and that the House concurred in Senate amendments to H.B. No. 2302 on May 16, 2013, by the following vote: Yeas 141, Nays 0, 2 present, not voting.

Chief Clerk of the House

I certify that H.B. No. 2302 was passed by the Senate, with amendments, on May 15, 2013, by the following vote: Yeas 31, Nays 0.

Secretary of the Senate

APPROVED: _____
Date

Governor

SB 1891

Signed By the Governor on June 14, 2013

Relating to the Imposition of and Additional Fee for filing Civil Cases in certain Travis County Courts to
Take

S.B. No. 1891

AN ACT

relating to the imposition of an additional fee for filing civil cases in certain Travis County courts.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Subchapter H, Chapter 51, Government Code, is amended by adding Section 51.709 to read as follows:

Sec. 51.709. ADDITIONAL FILING FEE FOR CIVIL CASES IN TRAVIS COUNTY. (a) This section applies only to district courts, probate courts, and county courts at law in Travis County.

(b) Except as otherwise provided by this section and in addition to all other fees authorized or required by other law, the clerk of a court shall collect a filing fee of not more than \$15 in each civil case filed in the court to be used for the construction, renovation, or improvement of the facilities that house the Travis County civil courts.

(c) Court fees due under this section shall be collected in the same manner as other fees, fines, or costs are collected in the case.

(d) The clerk shall send the fees collected under this section to the county treasurer or to any other official who discharges the duties commonly assigned to the county treasurer at least as frequently as monthly. The treasurer or other official shall deposit the fees in a special account in the county treasury dedicated to the construction, renovation, or improvement of the facilities that house the courts collecting the fee.

(e) This section applies only to fees for a 12-month period beginning October 1, if the commissioners court:

(1) adopts a resolution authorizing a fee of not more than \$15;

(2) adopts a resolution requiring the county to spend one dollar for the construction, renovation, or improvement of the court facilities for each dollar spent from the special account dedicated to that purpose; and

(3) files the resolutions with the county treasurer or with any other official who discharges the duties commonly assigned to the county treasurer not later than September 1 immediately preceding the first 12-month period during which the fees are to be collected.

(f) A resolution adopted under Subsection (e) continues from year to year until October 1, 2028, allowing the county to collect fees under the terms of this section until the resolution is rescinded.

(g) The commissioners court may rescind a resolution adopted under Subsection (e) by adopting a resolution rescinding the resolution and submitting the rescission resolution to the county treasurer or to any other official who discharges the duties commonly assigned to the county treasurer not later than June 1 preceding the beginning of the first day of the county fiscal year. The commissioners court may adopt an additional resolution in the manner provided by Subsection (e) after rescinding a previous resolution under that subsection.

(h) A fee established under a particular resolution is

abolished on the earlier of:

(1) the date a resolution adopted under Subsection (e) is rescinded as provided by Subsection (g); or

(2) October 1, 2028.

(i) The county may make the required expenditure described by Subsection (e)(2) at any time, regardless of when the expenditure from the special account occurs.

SECTION 2. Subchapter D, Chapter 101, Government Code, is amended by adding Section 101.06120 to read as follows:

Sec. 101.06120. ADDITIONAL DISTRICT COURT FEES FOR COURT FACILITIES: GOVERNMENT CODE. The clerk of a district court in Travis County shall collect an additional filing fee of not more than \$15 under Section 51.709, Government Code, in civil cases to fund the construction, renovation, or improvement of court facilities, if authorized by the county commissioners court.

SECTION 3. Subchapter E, Chapter 101, Government Code, is amended by adding Section 101.08119 to read as follows:

Sec. 101.08119. ADDITIONAL STATUTORY COUNTY COURT FEES FOR COURT FACILITIES: GOVERNMENT CODE. The clerk of a statutory county court in Travis County shall collect an additional filing fee of not more than \$15 under Section 51.709, Government Code, in civil cases to fund the construction, renovation, or improvement of court facilities, if authorized by the county commissioners court.

SECTION 4. Subchapter F, Chapter 101, Government Code, is amended by adding Section 101.10118 to read as follows:

Sec. 101.10118. ADDITIONAL STATUTORY PROBATE COURT FEES FOR COURT FACILITIES: GOVERNMENT CODE. The clerk of a statutory probate court in Travis County shall collect an additional filing fee of not more than \$15 under Section 51.709, Government Code, in civil cases to fund the construction, renovation, or improvement of court facilities, if authorized by the county commissioners court.

SECTION 5. This Act takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this Act takes effect September 1, 2013.

President of the Senate

Speaker of the House

I hereby certify that S.B. No. 1891 passed the Senate on May 8, 2013, by the following vote: Yeas 30, Nays 0.

Secretary of the Senate

I hereby certify that S.B. No. 1891 passed the House on May 22, 2013, by the following vote: Yeas 136, Nays 12, two present not voting.

Chief Clerk of the House

Approved:

Date

Governor



Travis County Commissioners Court Agenda Request

Meeting Date: August 13, 2013

Prepared By/Phone Number: Yolanda Reyes, 512-854-9106

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget *LB*

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE: Consider and take appropriate action on setting the Calendar Year 2014 Sheriff's and Constables' Fees.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

- Transmittal Memo from PBO outlining recommendation.
- Order of the Commissioners Court setting fees to be charged by the Offices of the Sheriff and the Constables in 2014.
- Schedule of Fees for 2014 for the Offices of the Sheriff and Constables.
- Texas Comptroller of Public Accounts letter and attachment

STAFF RECOMMENDATIONS: Approve the attached fee schedule, which increases the Constable Fees structure of calendar year 2013 by 7.25%. The current fee structure has been in effect since 2009, or five years.

ISSUES AND OPPORTUNITIES: Section 118.131 of the Texas Local Government Code requires Commissioners Court to set the fees for these Offices before October 1 of each year, to take effect on January 1 of the following year.

FISCAL IMPACT AND SOURCE OF FUNDING: The proposed fee increase would result in additional revenue for the General Fund. However, the additional revenue would not be sufficient to cover the expense of performing the service.

REQUIRED AUTHORIZATIONS:

Leslie Browder - Planning and Budget Office 512-854-9106

Jessica Rio - Planning and Budget Office, 512- 854-9106

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

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




PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of the Commissioners Court

FROM: Bill Derryberry, Senior Planning and Budget Analyst 

DATE: August 2, 2013

SUBJECT: Order Setting Fees Charged by the Sheriff and Constables of Travis County in 2014

As a part of the annual budget process, under Section 118.131 of the TEXAS LOCAL GOVERNMENT CODE the Commissioners Court must set the fees to be charged for services by the offices of the Sheriff and Constables before October 1 of each year to be effective January 1 of the following year.

For calendar year 2014, this Order is attached for your approval. The order reflects PBO's recommendation to generally set Constable Fees 7.25% above the fee levels that have been in place since January 1, 2009. This would be the first increase over the past five years.

A PBO analysis of the revenue/expense relationship of the civil fees for the five Constable Offices since 2009 indicates that in each year from 2009-2013, the revenues received are less than the expenses of the Constables' offices, when adjusted for uncompensated government workload. Uncompensated government workload is estimated at 50% of the total civil workload overall. To recover the full cost for the five offices' civil divisions in FY 14 would require a 68.0% increase to Civil Process Fees. PBO does not believe it is reasonable to impose this large of an increase.

Instead, the proposed modest fee increases of \$5 to \$15 for most civil process fees would place the Constable fee levels at a level comparable to those in Harris and Dallas Counties. While PBO considered a second option that would raise the fees in the range of \$10 to \$30 (twice the proposed increase included in the Order), PBO believes that such a large increase in one year may result in driving the demand to private process servers or neighboring county's Constables.

However, PBO recommends another review of the civil process fee/expense relationship during the FY 2015 budget process to assess the need for, or size of, a second fee increase for calendar year 2015, especially in light of the upward pressures on salary and benefits costs.

This analysis has been shared with the five Constables and they all concur with the proposed increases.

Please note that PBO is not recommending any increases to the Sheriff-specific fees at this time.

Once approved, PBO will work with the County Clerk's Office to ensure the filing of the Order with the State Comptroller's Office. In addition, the revenue impact of the change will be assessed by the County Auditor's Office Revenue Section and will be reflected in the Fourth Revenue Estimate. If you have any questions or comments, please call me at 512-854-4741.

Cc: Sheriff Greg Hamilton
Danny Thomas, Constable, Precinct 1
Adan Ballesteros, Constable, Precinct 2
Sally Hernandez, Constable, Precinct 3
Maria Canchola, Constable, Precinct 4
Carlos Lopez, Constable, Precinct 5
Leslie Browder, County Executive, PBO
Jessica Rio, Budget Director, PBO
Diana Ramirez, Assistant Budget Director, PBO
Daniel Wilson, County Auditor's Office
Jim Connolly, Assistant County Attorney

Constable Civil Revenue / Expense History

02-Aug-13

	Actual FY 2009	Actual FY 2010	Actual FY 2011	Actual FY 2012	Budget FY 2013	End of Yr Projected FY 2013	Projected Over / Under FY 2013	Preliminary Budget FY 2014	Option A FY 2014 7.25% Incrs 100% Volume	Option B FY 2015 14.5% Incrs 100% Volume
Constable Precinct 1										
Civil Revenue Precinct 1	\$343,786	\$364,161	\$379,479	\$351,128	\$335,896	\$389,706	\$53,810	\$370,417	\$390,558	\$413,478
Civil Expense Precinct 1	\$863,136	\$890,026	\$914,639	\$967,389	\$1,022,294	\$1,064,754	\$42,460	\$851,282	\$851,282	\$851,282
Gain / (Loss) Precinct 1	(\$519,350)	(\$525,865)	(\$535,160)	(\$616,261)	(\$686,398)	(\$675,048)	\$11,350	(\$480,865)	(\$460,724)	(\$437,804)
Civil Process Executed	5,000	5,803	6,700	5,212	6,000	6,000	0	6,000	6,000	6,000
Constable Precinct 2										
Civil Revenue Precinct 2	\$416,724	\$380,620	\$435,352	\$476,724	\$510,678	\$483,345	(\$27,333)	\$480,034	\$506,136	\$535,838
Civil Expense Precinct 2	\$ 975,020	\$ 1,090,078	\$ 1,128,612	\$ 1,302,662	\$ 1,239,465	\$ 1,228,307	(\$11,158)	\$ 874,638	\$ 874,638	\$ 874,638
Gain / (Loss) Precinct 2	(\$558,296)	(\$709,458)	(\$693,260)	(\$825,938)	(\$728,787)	(\$744,962)	(\$16,175)	(\$394,604)	(\$368,502)	(\$338,800)
Civil Process Executed	4,679	5,744	5,733	5,733	5,800	5,800	0	5,800	5,800	5,800
Constable Precinct 3										
Civil Revenue Precinct 3	\$242,815	\$236,798	\$248,406	\$240,590	\$200,000	\$198,562	(\$1,438)	\$198,562	\$209,359	\$221,645
Civil Expense Precinct 3	\$ 275,046	\$ 302,322	\$ 315,672	\$ 324,085	\$ 323,997	\$ 321,198	(\$2,799)	\$ 691,399	\$ 691,399	\$ 691,399
Gain / (Loss) Precinct 3	(\$32,231)	(\$65,524)	(\$67,266)	(\$83,495)	(\$123,997)	(\$122,636)	\$1,361	(\$492,837)	(\$482,040)	(\$469,754)
Civil Process Executed	3,526	3,259	3,181	2,847	3,000	2,556	(444)	3,000	3,000	3,000
Constable Precinct 4										
Civil Revenue Precinct 4	\$237,340	\$268,907	\$295,528	\$279,942	\$265,000	\$291,497	\$26,497	\$285,719	\$301,255	\$318,934
Civil Expense Precinct 4	\$ 744,435	\$ 666,403	\$ 657,817	\$ 655,476	\$ 685,999	\$ 630,936	(\$55,063)	\$ 657,038	\$ 657,038	\$ 657,038
Gain / (Loss) Precinct 4	(\$507,095)	(\$397,496)	(\$362,289)	(\$375,534)	(\$420,999)	(\$339,439)	\$81,560	(\$371,319)	(\$355,783)	(\$338,104)
Civil Process Executed	3,935	3,818	3,698	3,600	4,110	3,984	(126)	4,059	4,059	4,059
Constable Precinct 5										
Civil Revenue Precinct 5	\$1,854,685	\$1,787,664	\$1,835,363	\$1,823,810	\$1,800,000	\$1,592,393	(\$207,607)	\$1,592,393	\$1,678,979	\$1,777,509
Civil Expense Precinct 5	\$ 3,186,106	\$ 3,196,008	\$ 3,494,247	\$3,457,234	\$3,743,815	\$ 3,668,726	(\$75,089)	\$3,687,079	\$3,687,079	\$3,687,079
Gain / (Loss) Precinct 5	(\$1,331,421)	(\$1,408,344)	(\$1,658,884)	(\$1,633,424)	(\$1,943,815)	(\$2,076,333)	(\$132,518)	(\$2,094,686)	(\$2,008,100)	(\$1,909,570)
Civil Process Executed	55,304	55,283	53,967	50,586	53,152	51,532	(1,620)	51,000	51,000	51,000
All 5 Precincts										
Revenue All 5 Precincts	\$3,095,350	\$3,038,150	\$3,194,128	\$3,172,194	\$3,111,574	\$2,955,503	(156,071)	\$2,927,125	\$3,086,287	\$3,267,403
Civil Expense All 5 Precincts	6,043,743	6,144,837	6,510,987	6,706,846	7,015,570	6,913,921	(101,649)	6,761,436	6,761,436	6,761,436
Gain / (Loss) All 5 Precincts	(2,948,393)	(3,106,687)	(3,316,859)	(3,534,652)	(3,903,996)	(3,958,418)	(54,422)	(3,834,311)	(3,675,149)	(3,494,033)
Add: Government Service Cost	1,593,053	1,598,004	1,747,124	1,728,617	1,871,908	1,834,363	(37,544)	1,843,540	1,843,540	1,843,540
NET Difference ALL 5 Precincts	(1,355,340)	(1,508,683)	(1,569,736)	(1,806,035)	(2,032,089)	(2,124,055)	(91,967)	(1,990,772)	(1,831,609)	(1,650,493)
Civil Process Executed All 5	72,444	73,907	73,279	67,978	72,062	69,872	(2,190)	69,859	69,859	69,859
% Increase required on All Civil Fees to fully recover the NET Difference for ALL 5 Precincts	43.8%	49.7%	49.1%	56.9%	65.3%	71.9%		68.0%	59.3%	50.5%

NOTES:

- The Revenues related to Criminal Fines are not included, since those revenues are reported as JP revenues. Criminal Warrant Revenues are not included since that warrant fee revenue is governed by the state through the biannual legislatures. The warrant fee has been the same since 2000.
- The Government Service Cost is 50% of the cost for each year for uncompensated governmental workload in Precinct 5. This percentage is based on information from the Consta

Constable Fee Options Annual \$ Amount Differences

	Current Fees	Option A Annual Change	2014 Fees	Option B Annual Change	2015 Fees
CITATION (County and District Court)	\$70.00	\$5.00	\$75.00	\$5.00	\$80.00
CITATION (Small Claims and Justice Court)	\$70.00	\$5.00	\$75.00	\$5.00	\$80.00
CITATION (Probate, by posting)	\$70.00	\$5.00	\$75.00	\$5.00	\$80.00
SUBPOENA (Civil)	\$70.00	\$5.00	\$75.00	\$5.00	\$80.00
SUMMONS (Civil)	\$70.00	\$5.00	\$75.00	\$5.00	\$80.00
FORCIBLE DETAINER	\$70.00	\$5.00	\$75.00	\$5.00	\$80.00
INJUNCTION	\$105.00	\$10.00	\$115.00	\$10.00	\$125.00
TURNOVER ORDER*	\$105.00	\$10.00	\$115.00	\$10.00	\$125.00
WRIT OF EXECUTION*‡	\$205.00	\$15.00	\$220.00	\$15.00	\$235.00
ORDER OF SALE*‡	\$205.00	\$15.00	\$220.00	\$15.00	\$235.00
TEMPORARY RESTRAINING ORDER	\$105.00	\$10.00	\$115.00	\$10.00	\$125.00
WRIT OF POSSESSION‡	\$150.00	\$10.00	\$160.00	\$10.00	\$170.00
PROTECTIVE ORDER (to be charged to respondent)	\$130.00	\$10.00	\$140.00	\$10.00	\$150.00
WRIT OF ATTACHMENT‡	\$145.00	\$10.00	\$155.00	\$10.00	\$165.00
WRIT OF SEQUESTRATION‡	\$145.00	\$10.00	\$155.00	\$10.00	\$165.00
WRIT OF GARNISHMENT‡	\$105.00	\$10.00	\$115.00	\$10.00	\$125.00
DISTRESS WARRANT	\$205.00	\$15.00	\$220.00	\$15.00	\$235.00
WRIT OF RE-ENTRY	\$150.00	\$10.00	\$160.00	\$10.00	\$170.00
PROPERTY CODE SHOW CAUSE ORDER	\$70.00	\$5.00	\$75.00	\$5.00	\$80.00
OTHER WRITS‡	\$105.00	\$10.00	\$115.00	\$10.00	\$125.00
MENTAL/ALCOHOL/DRUG COMMITMENT	\$15.00	\$0.00	\$15.00	\$0.00	\$15.00
PEACE BOND	\$15.00	\$0.00	\$15.00	\$0.00	\$15.00
POSTING WRITTEN NOTICE (each)	\$55.00	\$5.00	\$60.00	\$5.00	\$65.00
TAKING AND APPROVING BOND	\$30.00	\$5.00	\$35.00	\$5.00	\$40.00
EXECUTING A DEED	\$30.00	\$5.00	\$35.00	\$5.00	\$40.00
EXECUTING A BILL OF SALE	\$30.00	\$5.00	\$35.00	\$5.00	\$40.00
CRIMINAL RECORD/WARRANT LETTER	\$15.00	\$0.00	\$15.00	\$0.00	\$15.00

**ORDER OF THE COMMISSIONERS COURT
SETTING FEES TO BE CHARGED BY THE OFFICES
OF THE SHERIFF AND CONSTABLES IN 2014**

STATE OF TEXAS

COUNTY OF TRAVIS

Pursuant to Section 118.131 of the TEXAS LOCAL GOVERNMENT CODE, it is hereby ORDERED that the fees to be charged for services by the offices of the Sheriff and Constables of Travis County in 2013 be and the same are hereby set in the amounts set out in the Schedule of Fees to Be Charged for Services by the Offices of the Sheriff and Constables of Travis County in 2014 which is attached hereto and made a part hereof.

ORDERED THIS 13th DAY OF AUGUST 2013.

TRAVIS COUNTY COMMISSIONERS COURT

Samuel T. Biscoe, County Judge

Ron Davis
Commissioner, Precinct One

Bruce Todd
Commissioner, Precinct Two

Gerald Daugherty
Commissioner, Precinct Three

Margaret Gómez
Commissioner, Precinct Four

**SCHEDULE OF FEES TO BE CHARGED
FOR SERVICES† BY THE OFFICES OF THE SHERIFF
AND CONSTABLES OF TRAVIS COUNTY IN 2014
Effective January 1, 2014**

CITATION (County and District Court)	\$ 75.00
CITATION (Small Claims and Justice Court)	75.00
CITATION (Probate, by posting)	75.00
SUBPOENA (Civil)	75.00
SUMMONS (Civil)	75.00
FORCIBLE DETAINER	75.00
INJUNCTION	115.00
TURNOVER ORDER ‡	115.00
WRIT OF EXECUTION*‡	220.00
ORDER OF SALE*‡	220.00
TEMPORARY RESTRAINING ORDER	115.00
WRIT OF POSSESSION ‡	160.00
PROTECTIVE ORDER (to be charged to respondent)	140.00
WRIT OF ATTACHMENT ‡	155.00
WRIT OF SEQUESTRATION ‡	155.00
WRIT OF GARNISHMENT ‡	115.00
DISTRESS WARRANT	220.00
WRIT OF RE-ENTRY ‡	160.00
PROPERTY CODE SHOW CAUSE ORDER	75.00
OTHER WRITS ‡	115.00
MENTAL/ALCOHOL/DRUG COMMITMENT	15.00
PEACE BOND	15.00
POSTING WRITTEN NOTICE (each)	60.00
TAKING AND APPROVING BOND	35.00
EXECUTING A DEED	35.00
EXECUTING A BILL OF SALE	35.00
CRIMINAL RECORD/WARRANT LETTER	15.00

(†) The fees listed above apply to an unsuccessful attempt to provide this service as well as a successful attempt.

(*) County *commission* due based on percent of monies collected is 10% of 1st \$20,000; and 4% of amounts greater than \$20,000.


(‡) For a Writ and Order of Sale served which exceeds 2 hours and for Writs served out of county or that exceed two hours, an additional fee of \$55/hour/deputy is required for an officer to perform the service.

Other fees: Issuance, renewal or reinstatement of Alarm Permit: Residential, \$25.00; Commercial, \$50.00. Response to false alarm, if more than five false alarms have occurred within the preceding 12-month period, \$75.00. Sexually Oriented Businesses: Initial registration for exemption, \$50.00; Renewal of exemption, \$25.00; Initial or renewal application for Sexually Oriented Business License, \$500.00; Initial or renewal application for Operator's License, \$50.00; issuance of duplicate registration or license, \$15.00.

Approved by Travis County Commissioners Court on August 13, 2013.

TRAVIS COUNTY, TEXAS

BY: _____
Samuel T. Biscoe, Travis County Judge

S U S A N C O M B S	TEXAS COMPTROLLER <i>of</i> PUBLIC ACCOUNTS PO Box 13528 • AUSTIN, TX 78711-3528	
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July 1, 2013

The Honorable Dana DeBeauvoir
County Clerk
Travis County
P.O. Box 149325
Austin, Texas 78714-9325

RECEIVED
JUL - 3 2013
BY: *C. J. [Signature]*

Dear Ms. DeBeauvoir:

Our office is in the process of compiling the *2014 Sheriffs' and Constables' Fees* report as required under Texas Local Government Code Section 118.131. This law requires each commissioners court to set fees charged for civil services by the offices of the sheriff and constables and directs that these fees be reported to the Comptroller.

By law, each year these fees must be set before Oct. 1, and reported to the Comptroller's office no later than Oct. 15. We will compile and publish the report, and the new fees become effective on Jan. 1, 2014. Failure to meet this deadline will result in 2013 fees remaining in effect throughout 2014.

Enclosed are instructions for reporting the 2014 fees to our office. To review and file your county's revised fees, please use the following digit access ID code to gain access 16543970. Please complete the *2014 Sheriffs' and Constables' Fees* report electronically by Oct. 15, 2013. Please be aware that even if the county has no changes in fees, the county is still responsible for reporting that information to the Comptroller's office. The county is also responsible for reviewing the listed fees for accuracy.

The *2014 Sheriffs' and Constables' Fees* report will be available on our Texas Ahead website at www.texasahead.org/lga/sheriffs on Jan. 1, 2014.

If you need assistance completing the report, please contact Annette Holmes of our Economic Development and Analysis Division at annette.holmes@cpa.state.tx.us or 1-800-531-5441, ext. 5-3792.

Sincerely,

Susan Combs
Susan Combs

Enclosure

cc: The Honorable Samuel T. Biscoe
Annette Holmes, EDA Regional Representative

Sheriffs' and Constables' Fees Update Due by Oct. 15, 2013

ATTENTION: County Judge and Commissioners Court

Changes to your Sheriffs' and Constables' fees for 2014, as authorized by Texas Local Government Code Section 118.131, must be submitted to the Comptroller's office no later than Oct. 15, 2013. To meet this deadline and to comply with the law, you must:

- place this item on your commissioners court meeting agenda
- adopt the fees before Oct. 1, 2013.

ATTENTION: County Clerk

To report your 2014 fees go to www.texasahead.org/lga/sheriffs and click on the blue "Report Fee Updates" button. This will bring up the Sheriffs' and Constables' Fees reporting tool. Enter the access code listed on the enclosed letter and select Submit. The new page will list current fees that are in effect for your county.

- If there are no changes, please indicate by marking "**Submit With No Fee or Address Changes.**"
- Enter the required information and submit.

OR

- If the commissioners court adopted changes on or before Oct. 1, 2013, please indicate by marking "**Submit With Fee or Address Changes.**"
- Please enter the required information and use the submit button to go to the next page.
- Change or add any new fees your county may have adopted for 2014.
- Use the tool bar located above the list of fees to add new fees or to change the address and/or phone number that you want to appear in the online report.
- When all changes have been completed, use the submit button at the bottom of the page.

Thank you for your assistance with this matter. If you have questions, please contact your regional representative at annette.holmes@cpa.state.tx.us or 1-800-531-5441, ext. 5-3792.



Travis County Commissioners Court Agenda Request

Meeting Date: August 13, 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: Commissioner Davis, Precinct One

A handwritten signature in black ink, appearing to read "Roger El Khoury", written over the "Dept. Head" line.

AGENDA LANGUAGE:

Consider and take appropriate action on request from Austin Energy for modifications to the standard license agreement associated with an event at the Exposition Center Banquet Hall on October 23, 2013.

BACKGROUND/SUMMARY OF REQUEST:

Facilities Management Department (FMD) and the County Attorney's office have been working with Austin Energy (AE) on their request to use the Exposition Center Banquet Hall for an event on October 23, 2013. AE, as a City of Austin municipally-owned electric utility, has requested minor changes to the standard license agreement. These exact same changes were previously approved for another Austin Energy event which is scheduled to occur on the Expo Center Grounds during the period of September 19-23, 2013 (AE Dance Project). Mr. Christopher Gilmore, Assistant County Attorney, consulted with AE on the revised clauses, which were incorporated into the license agreement approved by the Commissioners Court on March 12, 2013. These same changes are highlighted in the draft license agreement at Attachment One for this AE event in the Banquet Hall.

STAFF RECOMMENDATIONS:

Facilities Management Department recommends approval of the non-standard license agreement as requested by Austin Energy.

ISSUES AND OPPORTUNITIES:

The changes requested are associated with insurance requirements and the indemnity clause. The requested changes are acceptable due to the self-insured status of the City of Austin related to workers compensation and liability coverage.

FISCAL IMPACT AND SOURCE OF FUNDING:

Revenue = \$3,135

ATTACHMENTS/EXHIBITS:

1. Draft License Agreement

REQUIRED AUTHORIZATIONS:

Christopher Gilmore, Assistant County Attorney

**TRAVIS COUNTY EXPOSITION CENTER
LICENSE AGREEMENT**

This License Agreement (this "Agreement"), made this 31st day of July, 2013 between Travis County, a political subdivision of the State of Texas ("LICENSOR"), and Austin Energy Safety Summit, whose address is 721 Barton Springs Road, Austin, TX 78704 and contact number is (512) 505-7580 ("LICENSEE"), includes the following terms:

1. **Representatives of Parties.** LICENSOR is acting through the duly authorized Director, or his designee, (the "Director") of the Travis County Exposition Center (the "Center") who, unless otherwise provided herein, is the sole person authorized to bind LICENSOR to this Agreement or any modifications thereto. LICENSEE designates Charles Peace, who is LICENSEE's Owner, as its duly authorized representative empowered to enter into this Agreement and any modifications. Unless otherwise notified, in writing, by LICENSEE, LICENSOR shall have no obligation to deal with any other representative of LICENSEE with respect to the subject matter of this Agreement.

2. **Licensed Space.** Subject to the terms and provisions of this Agreement, LICENSOR hereby grants to LICENSEE the right to enter and use those portions of the Center identified by description in the Event Costing Schedule attached hereto as Exhibit "A" and incorporated herein for all purposes (the "License"). LICENSEE and its patrons, customers, guests, employees, and agents shall not have the right to enter upon any portion of the Center not so identified in the Exhibit "A" and LICENSOR shall have the right to exclude all such persons from such unlicensed areas at ALL times. Failure of any such persons to abide by LICENSOR's directives to vacate unlicensed areas shall be grounds for immediate termination of this Agreement. Access to the areas included in the License (the "Licensed Space") during LICENSEE's event shall be through Gate 1 and no other Gates.

3. **Restrictions.** The License granted hereunder is subject to all terms, conditions and restrictions set forth in this Agreement. Any violation or disregard of any of the terms, conditions or restrictions set forth herein shall be grounds for immediate revocation of the License, and cancellation of any or all Events, by the Director or his designated representative.

4. **Purpose.** The Licensed Space will be used for the following purpose (hereinafter called the "Event" or the "Events") and no other purpose:

**Austin Energy Safety Summit
Banquet Hall
October 23, 2013**

5. **License Date and Time.** LICENSEE shall have access to the use of the Licensed Space from 9:00 (a.m.) until 2:00 (p.m.) on Wednesday, October 23, 2013 in the Banquet Hall. LICENSEE's right of access is subject to satisfactory compliance with the terms of this Agreement.

6. **Fee Terms.**

6.1 **Original Contract Sum and Original Contract Sum Deposit.** LICENSEE agrees to pay LICENSOR at 7311 Decker Lane, in Austin, Travis County, Texas an original contract sum (the "Original Contract Sum") representing the total of all facility rental fees, equipment rental fees, custodial fees, and other fees in the amounts set forth and in accordance with the payment due dates specified in Exhibit "A." All prices shown on Exhibit "A" have been calculated in accordance with the Travis County Exposition Center Rate Schedule (the "Rate Schedule"), attached hereto as Exhibit "B" and incorporated herein for all purposes. A non-refundable deposit in an amount equal to twenty percent (20 %) of the

Original Contract Sum (the "Original Contract Sum Deposit") is due at the time this Agreement is signed by LICENSEE. The balance of the Original Contract Sum is due no later than thirty (30) days prior to commencement of the Event. In the event that LICENSEE cancels the Event for any reason other than breach of this Agreement by LICENSOR or fails to pay the balance of the Original Contract Sum in a timely manner, LICENSOR shall have the right to retain the Original Contract Sum Deposit as liquidated damages, and not as a penalty, for LICENSOR's rental costs.

7. Damages Deposit; Liability for Damages. LICENSOR shall not be obligated to grant LICENSEE access to the Licensed Space until LICENSEE posts with LICENSOR a damage and security deposit (the "Damages Deposit") in accordance with Exhibit "A." The Damages Deposit shall be in an amount equal to twenty percent (20%) of the total Facility Rental Fees, and shall be paid no later than one (1) day prior to commencement of the Event. LICENSOR shall be authorized to retain out of the Damages Deposit such amount as shall be necessary to pay the actual costs of repair or replacement of any and all damages sustained in or on the Center premises during or in connection with the Event. If no such damages are sustained, LICENSOR shall refund the Damages Deposit to LICENSEE within thirty (30) days following Event conclusion. If the Damages Deposit is insufficient to cover the total cost of damages, LICENSEE shall be liable for such excess and agrees to pay the amount of such excess upon demand. In the event it is not feasible to calculate the total cost of damages on the date of Event conclusion, LICENSOR shall calculate the amount of excess damages after that date and shall send LICENSEE an invoice showing such amount, which LICENSEE shall pay within thirty (30) days of receipt.

~~8. Insurance. LICENSEE, at its sole cost and expense, shall obtain liability insurance coverage for the time period during the Event providing the types of coverage, minimum limits of liability and covering itself and the additional insured(s) specified in Exhibit "C", attached hereto and incorporated herein for all purposes. An original, signed certificate of insurance meeting the requirements of this paragraph must be delivered to LICENSOR not later than TEN (10) days prior to commencement of the Event. Failure to timely comply with this requirement shall authorize LICENSOR to cancel this Agreement and to re-license use of the Licensed Space. The Director may accept a copy of a homeowner's insurance policy to substitute for the certificate described in Exhibit "C" if circumstances warrant.~~

8. Insurance. LICENSEE shall maintain adequate insurance or a self-insurance program for damage to LICENSOR'S Licensed Space caused by LICENSEE. LICENSEE shall provide LICENSOR with written evidence of such insurance or self-insurance program.

~~9. Indemnity. Except for any matters over which LICENSOR retains exclusive control during the Event, LICENSEE agrees to and shall indemnify, save and hold LICENSOR and the City of Austin harmless against all claims, demands, suits, costs and expenses, including reasonable attorney's fees, arising out of or in any way connected with staging of the Event, including, but not limited to, any property damage, personal injury or death sustained by anyone coming upon the Center premises as a result of or for the purpose of attending the Event.~~

9. LICENSEE HOLD HARMLESS. TO THE EXTENT ALLOWED BY TEXAS LAW, LICENSEE AGREES THAT IT IS RESPONSIBLE TO THE EXCLUSION OF ANY SUCH RESPONSIBILITY OF LICENSOR, FOR ITS PROPORTIONATE SHARE OF LIABILITY FOR ITS NEGLIGENT ACTS AND OMISSIONS FOR CLAIMS, SUITS, AND CAUSES OF ACTION, INCLUDING CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY AND DEATH, ARISING OUT OF OR CONNECTED WITH ACTIVITIES CONDUCTED UNDER THIS LICENSE AGREEMENT AND AS DETERMINED BY A COURT OF COMPETENT JURISDICTION, PROVIDED THAT THE EXECUTION OF THIS LICENSE AGREEMENT WILL NOT BE DEEMED A NEGLIGENT ACT.

10. Compliance with Laws, Rules and Regulations. LICENSEE and anyone coming upon the Center premises as a result of or for the purpose of attending the Event shall comply with all Federal, State, Travis County and City of Austin laws and ordinances, as well as all rules and regulations provided by LICENSOR to regulate behavior at the Center. LICENSEE and its patrons, customers, guests, employees and agents shall observe all posted signs on the Center premises at all time. Anyone who violates or persists in violating any such laws, ordinances, rules or regulations may, at LICENSOR's discretion, be removed from the Center premises.

10A. ADA Compliance. LICENSEE shall be solely responsible for apprising LICENSEE's Event staff (to include employees, agents and independent contractors of LICENSEE), in writing, of the location of all Americans with Disabilities Act ("ADA")-accessible routes in and around the Center premises, including without limitation the location of all ADA-accessible elevators in the Luedecke (Main) Arena or another Center premises and any temporary ADA-accessible routes created by legally-permissible alterations or modifications made to the Center premises by or on behalf of LICENSEE in order to facilitate LICENSEE's Event activities. LICENSEE has the affirmative obligation to ensure that LICENSEE's staff is fully informed of such ADA-accessible routes, and is able to provide such information to Event attendees (including Event participants) at all times during the Event. LICENSEE acknowledges that it is solely responsible for compliance with and accessibility under the ADA or state law for modifications or alterations made to the Center in order to facilitate LICENSEE's Event activities.

11. Dangerous Wild Animals. LICENSEE may not possess or permit others to possess a dangerous wild animal on the Center premises unless: (i) LICENSEE is also an Owner ("[a] person who owns, harbors or has custody or control of a dangerous wild animal"); and (ii) at least ten (10) days prior to commencement of the Event, the LICENSEE/Owner has provided LICENSOR with written approval from the City of Austin to possess a dangerous wild animal on the Center premises for purposes of the Event. "Dangerous Wild Animal" means an animal of a species defined as a "dangerous wild animal" in Subchapter E, Section 822.101, TEX. HEALTH & SAFETY CODE.

12. Licenses and Permits. Except as otherwise expressly provided herein, LICENSEE shall be responsible for providing all required taxes, excise or license fees required by any governmental authority to conduct the Event.

13. Concessions.

13.1 Food and Beverage Concessions. LICENSOR reserves all food and beverage concession rights.

13.2 Sales of Other Items. LICENSEE shall have the right to sell such items as programs, novelties and clothing as are approved in advance and in writing by LICENSOR. In no event shall LICENSEE be permitted to sell, or to offer for sale, any food or beverage item.

14. Food and Beverage Catering. LICENSOR reserves all food and beverage catering rights. Neither LICENSEE nor any of its patrons or guests shall be allowed to bring food or beverages upon the Center premises except through a qualified caterer expressly approved by LICENSOR in writing and except pursuant to the terms and conditions set forth in the "Special Terms and Conditions" attached hereto as Exhibit "D" and incorporated herein for all purposes. In no event shall LICENSEE's approved caterer be permitted to bring, offer or serve alcoholic beverages upon the Center premises..

15. Security. LICENSEE shall be solely responsible for providing a reasonable number of security personnel before, during and after the Event to help maintain order, to regulate traffic control, and/or to provide any other security functions that LICENSOR, in its sole discretion, determines to be necessary, to be paid by LICENSEE in accordance with Exhibit "D". The parties acknowledge and agree

that LICENSOR shall not be responsible for the actions and safety of LICENSEE or any of LICENSEE's guests, patrons, or anyone else coming upon the Center premises as a result of the Event, including without limitation protecting such persons from injury or death and protecting LICENSEE's property or the property of such persons from loss or damage.

16. Additional Equipment, Services and Fees. LICENSOR shall provide only the additional equipment and/or services indicated on Exhibit "A." LICENSOR reserves the right to require the use of any such additional equipment and/or services if and when LICENSOR deems that the safety of the Center and the public require the same. LICENSEE agrees to pay for any such additional equipment and/or services at the rates indicated on the Rate Schedule and in accordance with Exhibit "A".

17. Custodial Services. The Licensed Space shall be clean and orderly at the time LICENSEE is given access thereto. LICENSEE shall pay for custodial services at the rates indicated on the Rate Schedule and in accordance with Exhibit "A".

18. Parking Surcharge. LICENSEE shall pay to LICENSOR one-third (1/3rd) of all parking charges, if any, collected by LICENSEE in connection with the Event, which LICENSEE shall pay upon Event conclusion.

19. Control of Facility and Right to Enter. In permitting LICENSEE to use the Licensed Space under the License granted hereunder, it is understood by the parties that LICENSOR does not relinquish the right to control the management thereof, and to enforce all necessary rules and regulations. Duly authorized representatives of LICENSOR may enter the Center premises, or any part thereof, at any time, and on any occasion without restrictions whatsoever by LICENSEE.

20. Defacement of Center. LICENSEE shall not injure, nor mar, nor in any manner deface the Center premises or any equipment contained thereon, and shall not cause or permit anything to be injured, marred or defaced. Without the express consent of LICENSOR, nothing shall be affixed to the building, furnishings or fixtures and no flammable materials may be brought on the Center premises unless the material is used in accordance with its intended use and unless the Director is notified in advance that such material will be brought on the Center premises. Pyrotechnics are prohibited at all times from the Center premises. No exceptions shall be made unless the Travis County Commissioners Court has expressly authorized such exception, in advance and in writing.

21. Occupancy Interruption. In the event that LICENSOR, due to conditions beyond its control, such as building damage caused by fire, flood, tornado, windstorm, vandalism, civil tumult, riots, or any other act over which LICENSOR has no control, should find it impossible to provide the Licensed Space as contracted herein, LICENSOR may cancel this Agreement and shall refund any prepaid charges to LICENSEE but shall have no other liability to LICENSEE on account of such cancellation.

22. Evacuation of Facility. Should it become necessary in the judgment of LICENSOR to evacuate the Center or the Center premises for life safety purposes or for other reasons of public safety, LICENSEE, at the sole discretion of the Director, will have the option of extending the duration of the License term for a period equal to the duration of the evacuation without additional charge, provided such time does not interfere with the rights or activities of another LICENSEE. If it is not possible to complete presentation of the Event, all charges shall be prorated or adjusted at the discretion of the Director based on the situation. LICENSEE hereby waives any claim for damages or compensation from LICENSOR as a result of such evacuation.

23. Relationship of Parties. It is expressly understood that this Agreement is solely intended to create the relationship of independent contractors between LICENSOR and LICENSEE. LICENSOR

shall exercise no supervision or control over the employees of LICENSEE or others in the service of LICENSEE, and LICENSOR shall provide no special services other than those specifically mentioned herein. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture between LICENSOR and LICENSEE, or cause LICENSOR to be liable in any way for the debts and obligations of LICENSEE.

24. Non-Assignment. LICENSEE may not transfer or assign this Agreement nor sublease the Licensed Space nor allow use of the Licensed Space other than as herein specified without the express written consent of LICENSOR.

25. Place of Performance. This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement are performable in Travis County, Texas.

26. Television Coverage. LICENSOR reserves the right to televise live coverage of the Event and to subsequently televise re-plays of the Event, either in total or in excerpts, over Travis County Channel 17. LICENSOR may, through its Director, waive part or all of its rights pursuant to this paragraph 26 by written waiver as specified in Exhibit "D."

27. Compliance with Industry Public Entertainment Facilities Act. The parties agree that the provisions of Subchapter C of Chapter 108, Texas Alcoholic Beverage Code, which governs the statutory duties, rights, and relations among licensees and permittees operating under that subchapter, may apply to this Agreement. In accordance with Section 108.75 of Subchapter C, if applicable, the parties hereby affirm that neither party may engage in conduct prohibited by that subchapter.

28. Entire Agreement. This Agreement constitutes the entire agreement between LICENSOR and LICENSEE. No other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained in this Agreement or incorporated by reference in this Agreement shall be valid or binding.

LICENSEE:

Name: Austin Energy Safety Summit

By: Charles Peace

Title: Owner

Signature: _____

Date: _____

LICENSOR: TRAVIS COUNTY

By: Roger A. El Khoury, M.S., P.E.

Title: Director, Facilities Management Department

Signature: _____

Date: _____

Exhibit "A"

Travis County Exposition Center - Event Costing Schedule

Customer:	Charles Peace				Date of Event:	October 23, 2013
Event:	Austin Energy Safety Summit					
Item	Details	Unit	Qty	Rate	Amount	
Facility Rental Fees	Luedcke Arena - Rental Period is 16 Hours	Day		\$ 3,000.00	\$ -	
	Luedcke Arena for Each Additional Hour	Hour		\$ 100.00	\$ -	
	Luedcke Arena - Dressing Room	Day		\$ 100.00	\$ -	
	Skyline Club - Rental Period is Eight Hours	Day		\$ 1,200.00	\$ -	
	Skyline Club for Each Additional Hour	Hour		\$ 100.00	\$ -	
	Banquet Hall - Rental Period is Eight Hours	Day	1	\$ 1,800.00	\$ 1,800.00	
	Banquet Hall for Each Additional Hour	Hour		\$ 100.00	\$ -	
	Show Barn - Rental Period is 12 Hours	Day		\$ 900.00	\$ -	
	Show Barn for Each Additional Hour	Hour		\$ 50.00	\$ -	
	Outside Show Barn Equestrian Horse Arena	Day		\$ 200.00	\$ -	
	All Grounds - Non-Concert Event	Day		\$ 1,000.00	\$ -	
	Portion of the Grounds- Non-Concert Event	Day		\$ 500.00	\$ -	
	All or portion of the Grounds - Concert Event	Day		\$ 2,000.00	\$ -	
	Other - No rental charge per Commissioner's Court	Day		\$ -	\$ -	
	Total Facility Rental Fees				\$ 1,800.00	
Equipment Rental Fees	Tables	Each/Event	60	\$ 6.00	\$ 360.00	
	Chairs	Each/Event	450	\$ 1.50	\$ 675.00	
	Picnic Table	Each/Event		\$ 10.00	\$ -	
	Portable Bleachers	Each		\$ 20.00	\$ -	
	Stalls	Each		\$ 15.00	\$ -	
	Pens	Each		\$ 2.00	\$ -	
	Cattle Ties	Each		\$ 2.00	\$ -	
	50 stalls free if total stalls >100	Each		\$ 15.00	\$ -	
	Other	Each		\$ -	\$ -	
	Total Equipment Rental Fees				\$ 1,035.00	
Custodial Fees	Luedcke Arcna	Day		\$ 600.00	\$ -	
	Skyline Club	Day		\$ 200.00	\$ -	
	Luedcke Arena Including Skyline	Day		\$ 775.00	\$ -	
	Luedcke Arena Dressing Rooms	Day		\$ 75.00	\$ -	
	Banquet Hall	Day	1	\$ 200.00	\$ 200.00	
	Grounds	Day		\$ 260.00	\$ -	
	Show Barn - One-Day Horse Show Event	Day		\$ 200.00	\$ -	
	Show Barn - Two-Day Horse Show Event	2-Day		\$ 250.00	\$ -	
	Show Barn - Three-Day Horse Show Event	3-Day		\$ 300.00	\$ -	
	Show Barn - All Events Except Horse Shows	Day		\$ 200.00	\$ -	
	Custodial Services During Event per Custodian	Hour	4	\$ 25.00	\$ 100.00	
	Stall cleaning	Each		\$ 5.00	\$ -	
	Total Custodial Fees				\$ 300.00	
Other Fees	HVAC - Luedcke Arena Minimum 8 Hours	Hour		\$ 125.00	\$ -	
	Forklift - with Driver	Hour		\$ 35.00	\$ -	
	Moving and Placing Dirt	Hour		\$ 200.00	\$ -	
	RV Parking with Hook-Ups	Each		\$ 35.00	\$ -	
	RV Parking without Hook-Ups	Each		\$ 20.00	\$ -	
	Electrical Hook-Ups for 110V duplex outlet	Each		\$ 20.00	\$ -	
	Electrical Hook-Ups for 220V duplex outlet	Each		\$ 25.00	\$ -	
	Water Connection	Each		\$ 30.00	\$ -	
	Other	Each		\$ -	\$ -	
	Total Other Fees				\$ -	
ORIGINAL CONTRACT SUM					\$ 3,135.00	
DEPOSIT	Non-Refundable = Percent of Original Contract Sum	1		20%	\$ 627.00	
BALANCE	To Be Adjusted for Additional Services, If Applicable	2		80%	\$ 2,508.00	
DAMAGES DEPOSIT	Refundable = Percent of Facility Rental Fees	3		20%	\$ 360.00	
PARKING SURCHARGE	One-Third of Parking Fees Collected by Licensee	4				

1 = Due at the Time the License Agreement is Signed by Licensee
 2 = Due 30 Days Prior to Commencement of Event
 3 = Due One Day Prior to Commencement of Event
 4 = Due upon Event Conclusion

Exhibit "B"

RATE SCHEDULE

A	Luedecke Arena
	Facility Rental Fees:
1	\$3,000 per day – Rental Period is 16 hours
2	\$100 per each additional hour
3	Dressing Room is \$100 per day
4	Damages Deposit is \$600 per Event
	Facility Equipment/Services Charges:
5	HVAC: \$125 per hour (Event Duration Plus 2 hours)
	Custodial Fees:
6	Luedecke Arena Custodial Fee is \$600 per day
7	Luedecke Arena (Including Skyline Club) Custodial Fee is \$775 per day
8	Luedecke Arena dressing Rooms Custodial Fee is \$75 per day
B	Skyline Club (350 Maximum Occupancy)
	Facility Rental Fees:
1	\$1,200 per day – Rental Period is 8 hours
2	\$100 for each additional hour
3	Damages Deposit is \$240 per Event
	Facility Equipment/Services Charges:
4	Chairs and Tables included in base price
	Custodial Fees:
5	Skyline Club Custodial Fee is \$200 per day
C	Banquet Hall (1,000 Maximum Occupancy)
	Facility Rental Fees:
1	\$1,800 per day – Rental Period is 8 hours
2	\$100 for each additional hour
3	Damages Deposit is \$360
	Facility Equipment/Services Charges:
4	Table is \$6.00 per each, per event
5	Chair is \$1.50 per each, per event
	Custodial Fees:
6	Banquet Hall Custodial Fee is \$200 per day
D	Show Barn
	Facility Rental Fees:
1	\$900 per day – Rental Period is 12 hours
2	\$50 for each additional hour
3	Damages Deposit is \$180
	Facility Equipment/Services Charges:
4	Stall is \$15 per each, per day (50 stalls free of charge if more than 100 stalls are rented)

5	Pen is \$2.00 per head per day
6	Cattle tie is \$2.00 per head per day
	Custodial Fees:
7	One-Day Horse Show Event = \$200 (Restrooms, Office, Wash Rack, and Common Area)
8	Two-Day Horse Show Event = \$250 (Restrooms, Office, Wash Rack, and Common Area)
9	Three-Day Horse Show Event = \$300 (Restrooms, Office, Wash Rack, and Common Area)
10	All Events Except Horse Shows = \$200 per day
11	Stall Cleaning = \$5.00 per each
	Outside Show Barn Facility Rental Fees:
12	Equestrian Show Barn Arena Fee is \$200 per day (includes indoor warm-up arenas)
E	Grounds
	Facility Rental Fees:
1	All Grounds, Non-Concert Event is \$1,000 per day
2	Portion of the Grounds, Non-Concert Event is \$500 per day
3	All or Portion of the Grounds, Concert Event is \$2,000 per day
	Facility Equipment/Services Charges:
4	Parking Surcharge: one-third of parking charges collected by Licensee
	Custodial Fees:
5	Grounds Custodial Fee is \$260 per day
F	Additional Equipment and Services Charges
1	Table is \$6.00 per each, per event
2	Chair is \$1.50 per each, per event
3	Picnic table is \$10.00 per each, per event
4	Portable bleacher is \$20 per each, per day
5	Forklift is \$35 per hour with driver (one-hour minimum)
6	Moving and Placing Dirt work is \$200 per hour
7	RV parking without hook-ups: \$20 per night
8	RV parking with hook-ups: \$35 per night
9	Electrical Hook-Ups is \$20 for 110-V duplex outlet per each connection (one-time charge)
10	Electrical Hook-Ups is \$25 for 220-V duplex outlet per each connection (one-time charge)
11	Water connection is \$30 per each connection (one-time charge)
12	Custodial Services during any events is \$25 per hour per person
G	Special Consideration
1	15% reduction in facilities rental if all facilities are rented for one event
2	10% reduction in facilities rental for multiyear contracts

Exhibit "C"

INSURANCE COVERAGE REQUIREMENTS

11.1 LICENSEE LIABILITY INSURANCE

The License Agreement specifies those activities that may be permitted upon the Exposition Center premises. Depending on those activities, insurance protection may be required as outlined below. The type and amount of insurance required is shown below. Any questions concerning this insurance requirement should be directed to Travis County Risk Manager, 512-854-9499.

11.1.1 - If insurance is required, Licensee shall purchase and maintain such insurance, and shall likewise ensure that all of his Sub-Licensees purchase and maintain such insurance, as will protect them from claims set forth below which may arise out of or result from Licensee's operations under the License, whether such operations be by himself, by any Sub-Licensee, or by anyone directly or indirectly employed by anyone for whose acts any of them may be liable. If required by the License to provide liability insurance it shall be primary and the following shall be included in each policy's coverage:

1. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment or failure to offer employment, of such person by Licensee, or (2) by any other person;
2. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
3. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any amusement ride or motorized vehicle for which admission or ticket purchase is required, or which is part of an organized event.

If Licensee or Sub-Licensee offers any type of alcoholic beverage on a complimentary or for-charge basis, the following endorsement is required:

4. Claims for damages because of liquor liability where Licensee or Sub-Licensee sells, provides as part of an organized event or allows consumption of alcoholic beverages in the Licensed Space. **If alcohol is to be sold by concessionaire only, this section may be waived and the License shall be considered as "no alcohol" for purposes of insurance requirements.**
5. Independent Licensees Contingent Liability
6. Personal Injury Liability including claims related to employment

7. Broad Form Property Damage Liability, or deletion of the "Care, Custody, and Control" exclusion
8. Liquor Liability Endorsement
9. Amusement Ride Endorsement

11.1.2 - The insurance required by subparagraph 11.1.1 shall include Lease Liability insurance applicable to Licensee's obligations under the License Agreement.

11.1.3 - Licensee shall not occupy the Licensed Space until Licensee has obtained all the insurance required hereunder and certificates of such insurance have been filed with Licensor at least ten (10) business days prior to commencement of the Event and Licensor has reviewed such certificates. Acceptance of the insurance certificates by Licensor shall not relieve or decrease the liability of Licensee. Licensee shall not change or modify the insurance coverage without prior notice to Licensor.

11.1.4 - Licensor shall be named as an additional insured on the policies.

11.2 LICENSES REQUIRING INSURANCE

11.2.1 - Unless otherwise provided in the License Agreement, Licensee shall provide and maintain, until the License expires or is terminated, the minimum insurance coverages in the following schedule. The minimum required limits may be achieved by purchasing an excess liability policy so long as such policy provides coverages at least as broad as the primary insurance.

1. Workers Compensation compliant with statutory requirements. Employer Liability for bodily injury or disease in the amount of \$250,000 per occurrence with \$500,000 aggregate limits. **(Required only if Licensee retains employees).**
2. Commercial General Liability Insurance - Minimum Limits:

Leased Facility	Type Of Insurance	Per Occurrence
Banquet Hall	Commercial General/Public Liability	\$1,000,000
Skyline Club	Commercial General/Public Liability	\$1,000,000
Arena and Skyline Club	Commercial General/Public Liability	\$1,000,000
Arena (Vehicles Allowed)***	General and Auto Liability (see below)	\$1,000,000
Show Barn (Vehicles Allowed)***	General and Auto Liability (see below)	\$1,000,000
Outside Events	General Liability Insurance (see below)	\$1,000,000
Outside Events (Amusement Rides)	General Liability Insurance (see below)	\$10,000,000

***** Proof of Auto Liability must be presented at time of licensed Event**

Providing the above insurance does not release or limit Licensee from financial responsibility for bodily injury or property damage caused by the negligent acts of Licensee, Licensee's employees, volunteers or Sub-Licensees.

Exhibit "D"

Special Terms and Conditions

1. CONCESSIONS; FOOD & BEVERAGE CATERING:

(a) All food and beverage concessions are provided by G & M Catering. G & M Catering also offers catering services in designated areas of the Center, and will provide such services if requested by Licensee in advance. To discuss and schedule food and beverage catering provided by G & M, please contact:

G & M Catering
Phone: 512-929-8305
Fax: 512-929-8307
Website: www.gmcatering.com
Email:
natasha@gmcatering.com OR
misty@gmcatering.com

(b) LICENSEE is permitted to hire outside caterers only as provided in Section 14 of this Agreement. Such permission may be granted only by the Director, in writing, and shall be subject to the terms and conditions set forth below:

[Set forth terms and conditions of outside catering activity here]

2. SECURITY

LICENSEE shall arrange for security personnel in accordance with Section 15 of this Agreement. The number and schedule of security officers must be approved by the Expo Center Director, or authorized County representative, prior to commencement of the Event. To schedule security, please contact

TCSO Off Duty Facilitator
Josie Matthias
Phone: 512-854-7271
Offduty@co.travis.tx.us

3. CONDITIONS and SPECIAL PROVISIONS

All tables and chairs must be rented from the EXPO Center for the rate shown in Exhibit B. If The vent is required to have quantity of chairs that the EXPO does not have, then the Licensee will rent all the Expo Center chairs and tables and be allowed to rent the rest from outside. Expo staff will set up only the portion that are rented from the Expo center.

LICENSEE will not use tape, nails or tacks of any kind on the Expo Center walls, doors, floors, windows, or ceilings except with prior written consent of the LICENSOR.

LICENSEE shall not post or paint any signs at, on, or about the premises or paint the exterior walls of the building except with the prior written consent of the LICENSOR. LICENSOR shall have the right to remove any sign or signs in order to maintain the premises or to make any repairs or alterations thereto.



Travis County Commissioners Court Agenda Request

Meeting Date: August 13, 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 initial "REK" above it.

AGENDA LANGUAGE:

Consider and take appropriate action on an extension of the license agreement between Travis County and Dwight Bellinger and Lora Gatewood to provide shoeshine services at the Blackwell-Thurman Criminal Justice Center.

BACKGROUND/SUMMARY OF REQUEST:

On August 16, 2011, Travis County approved a license agreement with Dwight Bellinger and Lora Gatewood (collectively, "Licensee") to provide shoeshine services at the Blackwell-Thurman Criminal Justice Center (CJC). The license term was for one year with up to two additional one-year option periods. There is one remaining option available, which would extend the CJC shoeshine services under this agreement through August 16, 2014.

Facilities Management Department (FMD) contacted the Licensee and confirmed that they were interested in continuing to provide these services for this remaining option period. Licensee has been complying with the terms of the license and therefore FMD would recommend exercising the option to extend. If the extension is approved, FMD will notify the Licensee and ensure the Licensee provides the necessary proof of insurance coverage for this option period.

STAFF RECOMMENDATIONS:

Facilities Management Department recommends approval of the remaining option to extend the license agreement between Travis County and Dwight Bellinger and Lora Gatewood to provide shoeshine services at the Blackwell-Thurman Criminal Justice Center for twelve months through August 16, 2014.

ISSUES AND OPPORTUNITIES:

Facilities Management Department will continue to monitor the Licensee's compliance with the terms of this agreement, including the quarterly payments of \$300 as specified in the license agreement.

FISCAL IMPACT AND SOURCE OF FUNDING:

\$1,200 in annual revenue.

REQUIRED AUTHORIZATIONS:

Christopher Gilmore, County Attorney's Office



Travis County Commissioners Court Agenda Request

Meeting Date: August 13, 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".

AGENDA LANGUAGE:

Consider and take appropriate action on request from the Downtown Austin Alliance to use certain County parking lots for the reopening of Wooldridge Square on Saturday, September 14, 2013.

BACKGROUND/SUMMARY OF REQUEST:

Mellissa Barry, Arts and Parks Director with the Downtown Austin Alliance made contact and requested the use of County owned parking lots for the Wooldridge Square reopening event on Saturday, September 14, 2013. Facilities Management Department (FMD) coordinated with Ms. Barry on the timing and need for parking. Ms. Barry advised they anticipated a need for 200-250 cars.

The parking lots on the University Saving Building block and the quarter lot directly across Guadalupe Street from Wooldridge Square can accommodate 226 vehicles, and are available for use on a Saturday without impact on County operations.

STAFF RECOMMENDATIONS:

Facilities Management Department recommends approval for the use of the parking lots directly east and northeast of Wooldridge Square for public parking on Saturday, September 14, 2013.

ISSUES AND OPPORTUNITIES:

Approval of this request will provide additional free parking for citizens wishing to attend the events celebrating the reopening of Wooldridge Square. There are no costs to the County associated with approval of this request. Facilities Management Department Security personnel will be available during the day and evening to monitor the parking lot and respond to any problems.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

ATTACHMENTS/EXHIBITS:

N/A

REQUIRED AUTHORIZATIONS:

Christopher Gilmore/Roxanne Bonner, County Attorney's Office



Travis County Commissioners Court Agenda Request

Meeting Date: 8/13/2013, 9:00 AM, Voting Session

Prepared By/Phone Number: John E. Pena, CTPM; Marvin Brice, CPPB, Purchasing Office, 512-854-9700

Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent

Commissioners Court Sponsor: Judge, Samuel T. Biscoe

AGENDA LANGUAGE: APPROVE CONTRACT AWARD FOR THE TRAVIS COUNTY CORRECTIONAL COMPLEX, BUILDING NO. 106 – TEMPERED WATER RECIRCULATION LOOP TO THE SOLE BIDDER, COMMERCIAL PLUMBING SPECIALIST.

- Purchasing Recommendation and Comments: Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.
- IFB No. B1306-008-JE, Travis County Correctional Complex, Building No. 106–Tempered Water Recirculation Loop, was issued on June 24, 2013. This project consists of construction work for the removal and installation of tempered water return piping at the Travis County Correctional Complex for Building No. 106 located at 3614 Bill Price Road, Del Valle, Texas 78617. This contract requires the contractor to provide labor, equipment, materials, supervision and related incidentals to complete the required work.
- Of the fifty (50) bids either downloaded or viewed via Travis County’s third party e-procurement vendor system, BidSync, only one (1) bid was received in response to this solicitation when subject IFB was opened on July 18, 2013 at 3:00 P.M., CST. The sole bidder was Commercial Plumbing Specialist with a bid amount of \$148,500.00 for the Base Bid. Commercial Plumbing Specialist is not a registered HUB vendor.
- There was a No-Bid response from a second bidder, Atlantis Service Inc. in Farmers Branch, Texas, who indicated that their reason for not bidding was the work location being too far. Follow-up communication to other local bidders as to why they did not respond to this solicitation was found to be due to their current workload with other agencies or that the scope of work was not what they expected.

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.



*John
7.24.13
MB*

JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON

TRAVIS COUNTY SHERIFF

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

PHYLLIS CLAIR
Major - Law Enforcement

DARREN LONG
Major - Corrections

MARK SAWA
Major - Administration & Support

DATE: July 22, 2013

TO: Cyd Grimes

FROM: Wallace Sefcik

Wallace Sefcik

**SUBJECT: Award Commercial Plumbing Specialists and Proceed with B106
Tempered Water Recirculation Loop at TCCC. B1306-008-JE**

The TCSO Maintenance Section has reviewed the bid and recommends the sole bidder, Commercial Plumbing Specialists, to perform the required work as per the scope of work identified in the solicitation. The TCSO Maintenance Section has determined that the price is fair and reasonable when compared to the Engineers opinion of cost.

If you have any questions please call.

Thanks,
Wallace Sefcik
Travis County Sheriff's Office
Building Maintenance Division Manager
3614 Bill Price Road
Del Valle, TX. 78617
Phone 512-854-5216

**CC: Marvin Brice
John Pena
Maria Wedhorn
Michael Gottner
Tom Perfetto**

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penaj1 - Travis County

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Award Multiple Suppliers

Awarding Bid #B1306-008-JE - Travis County Correctional Complex, Bldg 106-Tempered Water Recirculation Loop

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DESCRIPTION											
B1306-008-JE--01-01 - Travis County Correctional Complex, Bldg 106-Tempered Water Recirculation Loop											
Award	Supplier	Qualifications	Unit Price	Qty	Price	Text Pricing	Attch. Docs	Offer Notes	My Notes	Reject	
Not Awarded	Commercial Plumbing Specialists [Ad]		\$148,500.00	1	\$148,500.00						
No Bid										No Bid Reason	
Supplier: Atlantis Services											

Supplier Notifications

Agency Invited: 8
No Bid Count: 1

AWARD SCENARIOS

Create New Scenario

Name: [Save Current Scenario](#)

Scenario Name	Scenario Total	Actions

PREAWARD NOTIFICATION ATTACHMENT

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All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received may be available for inspection at that time.

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Customer Support - agency-support@bidsync.com or 800-990-9339

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AGREEMENT FOR CONSTRUCTION SERVICES

CONTRACT NO.: 4400001565 IFB NO.: B1306-008-JE

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 Commercial Plumbing Specialist (the "Contractor").

WHEREAS, the Owner desires to enter into the Construction Contract for the construction of Travis County Correctional Complex (TCCC), Building 106 - Tempered Water Recirculation Loop (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 TCCC Building 106 – Tempered Water Recirculation Loop, Travis County, Texas, **IFB No. B1306-008-JE**; 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 Building 106 – Tempered Water Recirculation Loop, Travis County, Texas, **IFB No. B1306-008-JE**, 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 **ninety (90) 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 **\$200.00 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 **\$148,500.00** (the "Contract Sum"). The Contract Sum is comprised of **(i) \$118,500.00** 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) \$30,000.00** 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 Sheriff's Office Department (TCSO), the Contractor, and necessary representatives designated by the Owner.
- 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.

Contract No.: 4400001565

TCCC, Building 106 – Tempered Water Recirculation Loop

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: _____

Commercial Plumbing Specialist

By: Colleen Newton
Name: Colleen Newton
Title: owner - Manager
Date: 7-29-2013

APPROVED AS TO FORM BY:

County Attorney

FUNDS VERIFIED BY:

County Auditor

APPROVED BY PURCHASING AGENT:

County Purchasing Agent



Travis County Commissioners Court Agenda Request

Meeting Date: August 13, 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: Approve Modification No. 1, an Assignment of Contract No. 4400001410 from Loomis Partners, Inc., to Bowman Consulting Group, Ltd., for Eastside Service Center's Spill Prevention and Countermeasure Plan (SPCC).

- **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.
- The project is for the preparation of a Spill Prevention, Control and Countermeasure Plan (SPCC) for the Eastside Service Center. The SPCC plan will identify proper operating procedures to prevent spills, proper control measures for secondary spill containment, and procedures for spill cleanup and mitigation.
- This modification number one (1) is for an Assignment of Contract from Loomis Partners, Inc. to Bowman Consulting Group, Ltd., as well as for Additional Basic Services for the analysis and evaluation of the existing functional characteristics of Eastside Service Center's ponds and their compliance with the SPCC permit. Other than these Additional Basic Services, Bowman Consulting Group, Ltd. has no other changes to make to this contract. This modification will increase the contract amount by \$11,700.00, from \$7,850.00 to \$19,550.00, and the aggregate modification amount results in a 149.04% increase of the original contract amount.
- **Contract Expenditures:** Within the last 3 months \$3,175.00 has been spent against this contract/requirement.

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

➤ **Contract-Related Information:**

Award Amount: \$7,850.00

Contract Type: A/E

Contract Period: Through completion

➤ **Contract Modification Information:**

Modification Amount: \$11,700.00

Modification Type: A/E

Modification Period: Through completion

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

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

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

Award has been protested; interested parties have been notified.

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

Comments:

➤ **Funding Information:**

Shopping Cart/Funds Reservation in SAP: 300000635

Fund Center(s):1490200145

Comments:

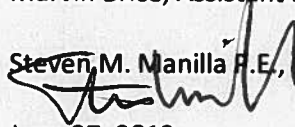


**TRANSPORTATION AND NATURAL RESOURCES
STEVEN M. MANILLA P.E., COUNTY EXECUTIVE**

700 Lavaca Street, Suite 540
P.O. Box 1748
Austin, Texas 78767
(512) 854-9383

MEMORANDUM

TO: Marvin Brice, Assistant Purchasing Agent

FROM:  Steven M. Manilla P.E., County Executive, TNR

DATE: June 27, 2013

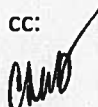
RE: Modification #1, Contract 440001410
East Service Center's Spill Prevention Control and Countermeasure Plan (SPCC)

TNR is requesting approval of modification number one to the Bowman Consulting Group LTD professional services agreement. This amendment would increase the not-to-exceed amount for this agreement by \$11,700. The attached proposal dated June 25, 2013 from Bowman Consulting Group, LTD describes the estimated costs to complete follow up tasks and services associated with SPCC compliance. Please note that we seek these hydrology and hydraulic analyses in support of our responsibilities to reduce and eliminate the potential for hazardous material discharge from the East Service Center facility. Each of the three identified areas includes a hazardous material storage and handling area. Following completion of the identified tasks, TNR anticipates identification of priority changes to the facility spill containment and runoff management structures to enhance compliance with federal SPCC requirements and goals, as well as to fulfill the County's overall pollutant discharge elimination responsibilities.

The funds for this amendment are encumbered under Funds Reservation 300000635. The funding information is provided below.

Description	Fund Center	Prod Cat	Amount
ESC-SPCC Plan	1490200145	81101508	\$11,700

If you have any questions or require additional information please contact Thomas Weber at extension 4-4629.

cc:  Jason Walker, Purchasing
Thomas Weber, TNR
Christina Jensen, TNR

Attachment: Bowman Consulting Scope of Services
Funds Reservation 300000635

MODIFICATION OF CONTRACT NUMBER: 4400001410, EASTSIDE SERVICE

GENTER'S SPILL PREVENTION CONTROL AND COUNTERMEASURE PLAN (SPCC)

ISSUED BY: PURCHASING OFFICE 700 LAVACA ST., SUITE 800 AUSTIN, TX 78701	PURCHASING AGENT ASST: Jason G. Walker TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: July 15, 2013
ISSUED TO: Loomis Partners, Inc. 3101 Bee Cave Rd., Ste 100 Austin, TX 78746	MODIFICATION NO.: 1	EXECUTED DATE OF ORIGINAL CONTRACT: April 8, 2013
ORIGINAL CONTRACT TERM DATES: 4/8/13 - through project completion		CURRENT CONTRACT TERM DATES: 4/8/13 - through project completion

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$7,850.00 Current Modified Amount \$19,550.00.

DESCRIPTION OF CHANGES:

1.) Pursuant to the attached Assignment of Contract, Attachment 1, the Contractor's name on Contract No. 4400001410 is changed as follows:

From: Loomis Partners, Inc.
3101 Bee Cave Rd., Suite 100
Austin, TX 78746

To: Bowman Consulting Group, Ltd.
3101 Bee Cave Rd., Suite 100
Austin, TX 78746

2.) Please see Attachment 2 for additional contract 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

Note to Vendor:

- [X] 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: <u>Bowman Consulting Group, Ltd.</u>	<input checked="" type="checkbox"/> DBA
BY: <u>[Signature]</u> SIGNATURE	<input type="checkbox"/> CORPORATION
BY: <u>Thomas Loomis</u> PRINT NAME	<input type="checkbox"/> OTHER
TITLE: <u>Proj Mgr.</u> ITS DULY AUTHORIZED AGENT	DATE:

TRAVIS COUNTY, TEXAS	DATE:
BY: <u>[Signature]</u> CYD Y. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	

TRAVIS COUNTY, TEXAS	DATE:
BY: <u>[Signature]</u> SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	

DRAFT

ASSIGNMENT OF CONTRACT

The parties to this Assignment of Contract (this "Assignment") are LOOMIS PARTNERS, INC., a corporation duly authorized and operating under the laws of the State of Texas ("Assignor"), and BOWMAN CONSULTING GROUP, LTD., a corporation duly authorized and operating under the laws of the State of Texas ("Assignee").

RECITALS:

- A. Travis County and LOOMIS PARTNERS, INC. entered into a written Contract for Eastside Service Center's Spill Prevention Control and Countermeasure Plan (SPCC) in Travis County, Texas, (Contract No.4400001410) on April 8, 2013 which is hereby incorporated by reference herein for all purposes as if fully copied and set forth herein at length, (the "Contract"); and
- B. Assignor desires by this Assignment to assign all of its right, title and interest in and to the Contract to Assignee subject to the terms of the Contract and this Assignment.

TERMS:

In consideration of the mutual agreements set forth in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Assignor assigns, transfers and conveys to Assignee all of its right, title and interest in and to the Contract as of _____ (the "Effective Date of Assignment").
- 2. Assignee accepts such assignment, and assumes and is bound by and shall perform all terms, conditions, covenants, obligations, and duties of Assignor under the Contract as of the Effective Date of Assignment.
- 3. Assignor and Assignee acknowledge that nothing in this Assignment waives or modifies any of the provisions of the Contract.
- 4. The provisions of this Assignment are binding on and inure to the benefit of the heirs, representatives, successors and assigns of the parties.
- 5. This Assignment shall be construed and enforced in accordance with the laws of the State of Texas. Venue for any action arising hereunder or connected herewith shall lie exclusively in Travis County, Texas.
- 6. All references in this Assignment to the Contract encompass the original Contract.

ASSIGNOR:
LOOMIS PARTNERS, INC.

By: [Signature]
Printed Name: Thomas Loomis

Title & Date: Proxy Mar 7.30.13
TGL

Attest: [Signature]

Date: 7/30/13

ASSIGNEE:
BOWMAN CONSULTING GROUP, LTD

By: [Signature]
Printed Name: Thomas Loomis

Title & Date: Proxy Mar 7.30.13

Attest: [Signature]

Date: 7/30/13

Travis County consents to this assignment of the Contract from LOOMIS PARTNERS, INC. to BOWMAN CONSULTING GROUP, LTD.

TRAVIS COUNTY, TEXAS

By: [Signature]
Samuel T. Biscoe
Travis County Judge

Date: _____

DRAFT

A. The additional Basic Services, as outlined in Exhibit A Scope of Services, attached hereto and made a part hereof are hereby added to the contract. As a result of these additional Basic Services, contract Basic Services pricing is adjusted as follows:

1. Reference EXHIBIT 1, SECTION 1 - COMPENSATION FOR BASIC SERVICES:

- a. Paragraph 1.1: The stated fee for the performance of basic services is modified from \$7,650.00 to \$19,350.00, an increase of \$11,700.00.
- b. Paragraph 1.1.1 is modified to include the following:
 - 1. (vii) Task 7 - Site Hydrologic and Hydraulic Analysis in the amount of \$8,500.00.
 - 2. (viii) Task 8 - Follow up Meetings and Cost Analyses in the amount of \$3,200.00.
- c. The BASIC SERVICES TOTAL is changed from \$7,650.00 to \$19,350.00, an increase of \$11,700.00.

B. Reference EXHIBIT 1, SECTION 5 - TOTAL AGREEMENT SUM. The TOTAL AGREEMENT SUM is modified from an NTE amount of \$7,850.00 (\$7,650.00 Basic Services and NTE amount of \$200.00 Reimbursable Expenses) to an NTE amount of \$19,550.00 (\$19,350.00 Basic Services, and NTE amount of \$200.00 Reimbursable Expenses) an increase of \$11,700.00.

C. Reference EXHIBIT 3 – PROJECT SCHEDULE. The number of calendar days in item C is modified from “35” to “77”.

D Reference ATTACHMENT 1 TO EXHIBIT 3 – PERFORMANCE SCHEDULE. The table is modified to include:

1.

Tasks	Precedent	Duration
7 – 8	Notice to Proceed	42 calendar days

SCOPE OF SERVICES

The engineering services described in this document include the following:

Task 1 – Site Hydrology and Hydraulics

In support of design and re-design for proposed and existing stormwater pond facilities at Eastside, Bowman will develop hydrologic (HEC-HMS) and hydraulic (HEC-RAS) models for the drainage areas contributing flows to each of the site's three primary stormwater outfalls. This analysis will include representation in the models of the existing ponds located at: a) the Materials Storage Yard; b) the Central Parking Facilities and Fleet Services Building; and c) the Southern Parking Lot and Fuel Island Facility.

The purpose of this analysis will be to evaluate the existing functional characteristics of the site's existing ponds for compliance with the SPCC permit. This analysis will also allow determination of the developed drainage areas and runoff flow rates / volumes at Eastside which are presently uncontrolled and do not flow to stormwater facilities.

In lieu of performing on-the-ground site survey, hydrologic and hydraulic investigations performed under Task 1 will be based on recent (2012) one-foot Lidar topographic information obtained from CAPCOG. Please note that, if implemented, subsequent design of necessary improvements will require on-the-ground survey.

Task 2 –Follow Up Meetings with Travis County and Cost Analyses

Utilizing results from hydrologic / hydraulic modeling performed in Task 1, Bowman will meet with Travis County staff to discuss the existing level of compliance with the requirements of the SPCC and with City of Austin specifications for flood control and water quality regulations. Based on hydrologic / hydraulic modeling results and direction from Travis County following the above-described meeting(s), Bowman will develop detailed engineer's estimates of probable costs for design and construction of necessary improvements.

Funds Reservation 300000635

Created 08-08-13 @2:15pm

General Data			
Document type	OT	Document type	030
Company code	1000	Document date	06/27/2013
FM area	1000	Posting date	06/27/2013
Controlling area	1000	Currency	USD/ 1.00000
Statistics			
Entered by	JENSENC	Created on	06/27/2013
Last changed by		Last changed	
More Data			
Text	Contract Modification for SPCC Phase II - ESC		
Reference			
Overall Amount	11,700.00 USD		

Document item 001			
Text	Hydrologic/Hydraulic Analysis		
Commitment item	511890	Funds center	1490200145
Fund	0145	G/L account	511890
Cost center	1490200145	Due on	
Vendor		Customer	
Amount	11,700.00 USD		



Travis County Commissioners Court Agenda Request

Meeting Date: August 13, 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: Approve contract award for FY 2013 Sidewalk Maintenance Program, IFB No. B1306-002-JW, to the low bidder, Prism Development, 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.
- The FY 2013 Sidewalk Maintenance Program project is for the replacement of broken or shifted sidewalks, the replacement of driveways and curbs, the replacement of non-compliant ramps, installation of new curb ramps, and the installation of erosion and sedimentation controls throughout Travis County's Precincts 1, 2, 3, and 4.
- Subject IFB opened on July 11, 2013, with four (4) bids received in response to the solicitation. The low bidder is Prism Development, Inc. with a base bid of \$296,294.50.
- TNR is recommending for contract award Prism Development, Inc. for the Base Bid amount of \$296,294.50.
- **Contract Expenditures:** Within the last N/A months \$0.00 has been spent against this contract/requirement.
- **Contract-Related Information:**
 - Award Amount: \$296,294.50
 - Contract Type: Construction

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

Contract Period: 240 calendar days after issuance of notice-to-proceed.

➤ **Contract Modification Information: N/A**

Modification Amount:

Modification Type:

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: via Bidsync

Responses Received: 4

HUB Information: Vendor is a HUB

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

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

Comments: N/A

➤ **Funding Information:**

Shopping Cart/Funds Reservation in SAP: 300000650, 300000639, 300000577

Fund Center(s): 1490220000, 1490274049, 1490200000

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

July 19, 2013

MEMORANDUM

TO: Marvin Brice, Assistant Purchasing Agent
 FROM: Steven M. Manilla P.E., County Executive
 SUBJECT: Award of County-wide Sidewalk Maintenance Contract
 IFB No. B1306-002-JW

TNR hereby requests the Purchasing Department to place the following motion on the Commissioners Court Agenda.

Consider and take appropriate action on the recommendation to award the Sidewalk Maintenance Project Contract to Prism Development, Inc.

Summary and Recommendations

Upon tabulating and reviewing the bids received by the Purchasing Department, TNR finds the low bid to be complete. TNR recommends awarding the Sidewalk Maintenance Project Contract to the low responsible bidder, Prism Development, Inc. The contract primarily consists of removing and replacing ADA non-compliant sidewalk segments and curb ramps, driveways and curb and gutter.

Budget and Funding

Funding for this work is provided below:

Funds Reservation	0300000650	0300000639	0300000577
	SE Metro	East Metro	R&B
Fund	4081	4081	4072
Fund Center	1490220000	1490220000	1490274049
GL	522030	522030	522030
IO	600180	600160	
Amount	\$ 88,863.50	\$ 54,332.50	\$ 94,758.50
		\$237,954.50 Total Park	\$ 58,340.00 Total R&B
Total Funds Reserved	\$296,294.50		

Page 2

July 19, 2013

Award of County-wide Sidewalk Maintenance Contract

Bid Review

A copy of the complete bid tabulation is attached to this memorandum. Below is a summary of the bid tabulation:

Bidder's Name	Bid Amount
Prism Development, Inc	\$296,294.50
Green Constructor Group	\$435,344.75
Myers Concrete Construction	\$518,648.75
Unity Contractor Services, Inc.	\$941,525.65
Low Bidder – Prism Development, Inc	\$296,294.50

If approved by the Court, the Construction Procurement Specialist should coordinate with TNR Project Manager David Greear on a date to issue the Notice-to-Proceed to the contractor.

If you need additional information, please call David Greear at ext. 47650.

TDG:SMM:tdg

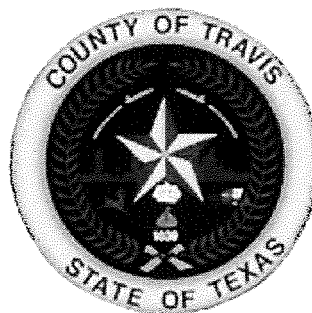
Attachments:
Bid Tabulation

Cc: Cyd Grimes, Purchasing Agent
Jason Walker, Purchasing
David Greear, TNR
Cynthia McDonald, TNR
Donna Williams-Jones, TNR
Donald W. Ward, P.E., TNR
Tawana Gardner, TNR
Isabelle Lopez, TNR
Kurt Nielsen, TNR

**Bid Tabulation Packet
for
Solicitation B1306-002-JW**

FY 2013 Sidewalk Maintenance Program

Bid designation: Public



Travis County

Prism Development, Inc.

Item: **Base Bid Amount - FY 2013 Sidewalk Maintenance Program**

Attachments

Bid Form - PRISM - FY 2013 Sidewalk Maintenance Program IFB B1306-002-JW.pdf

FY 2013 SIDEWALK MAINTENANCE PROGRAM, B1306-002-JW

Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges adopted June 1, 2004 is used as the project Standard Specification which can be found in TXDoT web site: <ftp://ftp.dot.state.tx.us/pub/txdot-info/des/specs/specbook.pdf>

DESC. CODE is the TXDoT Specification Description Code and can be found in TXDoT web site:

http://www.txdot.gov/gsd/purchasing/tssi_alpha.htm

S.P. = Special Provision to the Standard Specification.

S.S. = Special Specification

BASE BID

Bid Item	Spec. No. / Desc. Code	S.P. No	S.S. No.	Description	Unit	QTY	Unit Price	Amount
1	104, 502			REMOVE CONCRETE SIDEWALKS	SY	5,005	\$9.00	\$45,045.00
2	104, 502			REMOVE CONCRETE DRIVEWAYS	SY	100	\$18.00	\$1,800.00
3	104, 502			REMOVE CONCRETE RAMPS	SY	310	\$9.00	\$2,790.00
4	104, 502			REMOVE CONCRETE (CURB & GUTTER)	LF	200	\$5.00	\$1,000.00
5	160			FURNISHING AND PLACING TOPSOIL (4")	SY	200	\$18.00	\$3,600.00
6	162			BLOCK SODDING	SY	100	\$4.00	\$400.00
8	506			TEMPORARY SEDIMENT CONTROL FENCE	LF	200	\$1.00	\$200.00
9	506			TEMP SEDIMENT CONTROL FENCE (REMOVE)	LF	200	\$0.75	\$150.00
10	529, 502			CURB AND GUTTER	LF	200	\$18.00	\$3,600.00
11	530, 502, COA 433S			DRIVEWAY (CONCRETE)	SY	100	\$33.00	\$3,300.00
12	530, 502			CONCRETE SIDEWALK (4")	SY	500	\$31.50	\$15,750.00
13	531, 502			CONCRETE SIDEWALK RAMP, TYPE 1	EA	28	\$700.00	\$19,600.00
21	5017, 502			STACKED ROCK WALL	SY	50	\$30.00	\$1,500.00

22	N/A		Mulch Roll for Erosion Control Including Maintenance and Removal	LF	100	\$5.00	\$500.00	
23	N/A		METAL SIDEWALK PLATE (3/8")	SF	20	\$5.00	\$100.00	
24	530, 502		CONCRETE SIDEWALK (6") with perimeter beam	SY	2894	\$42.50	\$122,995.00	
25	530, 502		CONCRETE SIDEWALK (8") with perimeter beam	SY	1661	\$44.50	\$73,914.50	
							Base Bid Total	296,294.50

Below please type the base bid amount in words.

Two Hundred Ninety Six Thousand, Two Hundred Ninety Four Dollars & fifty cents

Tax-Exempt Total	\$ 273,051.00	Non-Tax-Exempt Total	\$ 232,243.50
Tax-exempt costs are the total cost of materials incorporated into the project or completely consumed at the job site and services required by or integral to the performance of the Contract.		Non-Tax-exempt costs are all other charges, including the cost of labor, overhead, and materials which do not become part of the project or are not completely consumed at the job site.	

NOTE: The sum of the tax-exempt and non-tax-exempt costs must equal the Total Base Bid Amount.

Note: The Travis County Commissioners Court Reserves the right to reject any and all bids at its sole discretion.

Please note the following listed abbreviations used for proposed units:
 Unit Abbreviations: CY = Cubic Yard, LF = Linear Foot, STA = Station, AC = Acre, EA = Each, SY = Square Yard, GAL = Gallon, KG = 1000GAL, LS = Lump Sum, SF = Square Foot, TON = Ton, MO = Month, EA/DAY = per Each per DAY

Green Constructor Group

Item: **Base Bid Amount - FY 2013 Sidewalk Maintenance Program**

Attachments

trav bid013.pdf

FY 2013 SIDEWALK MAINTENANCE PROGRAM, B1306-002-JW								
Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges adopted June 1, 2004 is used as the project Standard Specification which can be found in TXDoT web site: ftp://ftp.dot.state.tx.us/pub/txdot-info/des/specs/specbook.pdf								
DESC. CODE is the TXDoT Specification Description Code and can be found in TXDoT web site: http://www.txdot.gov/gsd/purchasing/tssi_alpha.htm								
S.P. = Special Provision to the Standard Specification.								
S.S. = Special Specification								
BASE BID								
Bid Item	Spec. No. / Desc. Code	S.P. No	S.S. No.	Description	Unit	QTY	Unit Price	Amount
1	104, 502			REMOVE CONCRETE SIDEWALKS	SY	5,005	\$9.75	\$48,798.75
2	104, 502			REMOVE CONCRETE DRIVEWAYS	SY	100	\$12.00	\$1,200.00
3	104, 502			REMOVE CONCRETE RAMPS	SY	310	\$12.00	\$3,720.00
4	104, 502			REMOVE CONCRETE (CURB & GUTTER)	LF	200	\$7.50	\$1,500.00
5	160			FURNISHING AND PLACING TOPSOIL (4")	SY	200	\$12.00	\$2,400.00
6	162			BLOCK SODDING	SY	100	\$18.00	\$1,800.00
8	506			TEMPORARY SEDIMENT CONTROL FENCE	LF	200	\$5.00	\$1,000.00
9	506			TEMP SEDIMENT CONTROL FENCE (REMOVE)	LF	200	\$1.50	\$300.00
10	529, 502			CURB AND GUTTER	LF	200	\$30.00	\$6,000.00
11	530, 502, COA 433S			DRIVEWAY (CONCRETE)	SY	100	\$57.00	\$5,700.00
12	530, 502			CONCRETE SIDEWALK (4")	SY	500	\$54.00	\$27,000.00
13	531, 502			CONCRETE SIDEWALK RAMP, TYPE 1	EA	28	\$1,150.00	\$32,200.00
21	5017, 502			STACKED ROCK WALL	SY	50	\$145.00	\$7,250.00

22	N/A		Mulch Roll for Erosion Control Including Maintenance and Removal	LF	100	\$12.00	\$1,200.00	
23	N/A		METAL SIDEWALK PLATE (3/8")	SF	20	\$145.00	\$2,900.00	
24	530, 502		CONCRETE SIDEWALK (6") with perimeter beam	SY	2894	\$62.00	\$179,428.00	
25	530, 502		CONCRETE SIDEWALK (8") with perimeter beam	SY	1661	\$68.00	\$112,948.00	
Base Bid Total							\$435,344.75	

Below please type the base bid amount in words.

FOUR HUNDRED & THIRTY FIVE THOUSAND, THREE HUNDRED & FORTY FOUR & SEVENTY FIVE CENTS

Tax-Exempt Total	\$ <i>120,000.00</i>	Non-Tax-Exempt Total	\$ <i>215,344.75</i>
<small>Tax-exempt costs are the total cost of materials incorporated into the project or completely consumed at the job site and services required by or integral to the performance of the Contract.</small>		<small>Non-Tax-exempt costs are all other charges, including the cost of labor, overhead, and materials which do not become part of the project or are not completely consumed at the job site.</small>	
NOTE: The sum of the tax-exempt and non-tax-exempt costs must equal the Total Base Bid Amount.			

Note: The Travis County Commissioners Court Reserves the right to reject any and all bids at its sole discretion.

Please note the following listed abbreviations used for proposed units:
 Unit Abbreviations: CY = Cubic Yard, LF = Linear Foot, STA = Station, AC = Acre, EA = Each, SY = Square Yard, GAL = Gallon, KG = 1000GAL, LS = Lump Sum, SF = Square Foot, TON = Ton, MO = Month, EA/DAY = per Each per DAY

Myers Concrete Construction

Item: **Base Bid Amount - FY 2013 Sidewalk Maintenance Program**

Attachments

CCF07112013_00001.pdf

FY 2013 SIDEWALK MAINTENANCE PROGRAM, B1306-002-JW

Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges adopted June 1, 2004 is used as the project Standard Specification which can be found in TXDOT web site: <ftp://ftp.dot.state.tx.us/pub/txdot-info/des/specs/specbook.pdf>

DESC. CODE is the TXDOT Specification Description Code and can be found in TXDOT web site: http://www.txdot.gov/gsd/purchasing/tssi_alpha.htm
 S.P. = Special Provision to the Standard Specification.
 S.S. = Special Specification

BASE BID

Bid Item	Spec. No. / Desc. Code	S.P. No	S.S. No.	Description	Unit	QTY	Unit Price	Amount
1	104.502			REMOVE CONCRETE SIDEWALKS	SY	5,005	\$17.25	\$86,336.25
2	104.502			REMOVE CONCRETE DRIVEWAYS	SY	100	\$24.50	\$2,450.00
3	104.502			REMOVE CONCRETE RAMPS	SY	310	\$20.00	\$6,200.00
4	104.502			REMOVE CONCRETE (CURB & GUTTER)	LF	200	\$13.00	\$2,600.00
5	160			FURNISHING AND PLACING TOPSOIL (4")	SY	200	\$7.50	\$1,500.00
6	162			BLOCK SODDING	SY	100	\$6.50	\$650.00
8	506			TEMPORARY SEDIMENT CONTROL FENCE	LF	200	\$2.50	\$500.00
9	506			TEMP SEDIMENT CONTROL FENCE (REMOVE)	LF	200	\$1.00	\$200.00
10	529.502			CURB AND GUTTER	LF	200	\$20.50	\$4,100.00
11	530.502, COA 433S			DRIVEWAY (CONCRETE)	SY	100	\$53.00	\$5,300.00
12	530.502			CONCRETE SIDEWALK (4")	SY	500	\$42.50	\$21,250.00
13	531.502			CONCRETE SIDEWALK RAMP, TYPE 1	EA	28	\$768.00	\$21,504.00
21	5017.502			STACKED ROCK WALL	SY	50	\$757.50	\$37,875.00
22	N/A			Mulch Roll for Erosion Control Including Maintenance and Removal	LF	100	\$23.00	\$2,300.00

23	N/A		METAL SIDEWALK PLATE (3/8")	SF	20	\$61.00	\$1,220.00	
24	530,502		CONCRETE SIDEWALK (6") with perimeter beam	SY	2894	\$70.00	\$202,580.00	
25	530,502		CONCRETE SIDEWALK (8") with perimeter beam	SY	1661	\$73.50	\$122,083.50	
							Base Bid Total	\$ 518,648.75

Below please type the base bid amount in words.

Five hundred eighteen thousand six hundred forty eight dollars and

Tax-Exempt Total	\$ <i>518,648.75</i>	Non-Tax-Exempt Total	\$
<small>Tax-exempt costs are the total cost of materials incorporated into the project or completely consumed at the job site and services required by or integral to the performance of the Contract</small>		<small>Non-Tax-exempt costs are all other charges, including the cost of labor, overhead, and materials which do not become part of the project or are not completely consumed at the job site.</small>	
NOTE: The sum of the tax-exempt and non-tax-exempt costs must equal the Total Base Bid Amount.			

Seventy-five cents.

Note: The Travis County Commissioners Court Reserves the right to reject any and all bids at its sole discretion.

Please note the following listed abbreviations used for proposed units:
 Unit Abbreviations: CY = Cubic Yard, LF = Linear Foot, STA = Station, AC = Acre, EA = Each, SY = Square Yard, GAL = Gallon, KG = 1000GAL., LS = Lump Sum, SF = Square Foot, TON = Ton, MO = Month, EA/DAY = per Each per DAY

Randy Myers

Unity Contractor Services, Inc. , Austin, Texas

FY 2013 SIDEWALK MAINTENANCE PROGRAM, B1306-002-JW

Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges adopted June 1, 2004 is used as the project Standard Specification which can be found in TXDoT web site: <ftp://ftp.dot.state.tx.us/pub/txdot-info/des/specs/specbook.pdf>

DESC. CODE is the TXDoT Specification Description Code and can be found in TXDoT web site:

http://www.txdot.gov/gsd/purchasing/tssi_alpha.htm

S.P. = Special Provision to the Standard Specification.

S.S. = Special Specification

BASE BID

Bid Item	Spec. No. / Desc. Code	S.P. No	S.S. No.	Description	Unit	QTY	Unit Price	Amount
1	104, 502			REMOVE CONCRETE SIDEWALKS	SY	5,005	\$41.25	\$206,456.25
2	104, 502			REMOVE CONCRETE DRIVEWAYS	SY	100	\$64.50	\$6,450.00
3	104, 502			REMOVE CONCRETE RAMPS	SY	310	\$52.70	\$16,337.00
4	104, 502			REMOVE CONCRETE (CURB & GUTTER)	LF	200	\$17.20	\$3,440.00
5	160			FURNISHING AND PLACING TOPSOIL (4")	SY	200	\$6.50	\$1,300.00
6	162			BLOCK SODDING	SY	100	\$7.10	\$710.00
8	506			TEMPORARY SEDIMENT CONTROL FENCE	LF	200	\$3.20	\$640.00
9	506			TEMP SEDIMENT CONTROL FENCE (REMOVE)	LF	200	\$0.60	\$120.00
10	529, 502			CURB AND GUTTER	LF	200	\$32.60	\$6,520.00
11	530, 502, COA 433S			DRIVEWAY (CONCRETE)	SY	100	\$155.00	\$15,500.00
12	530, 502			CONCRETE SIDEWALK (4")	SY	500	\$96.40	\$48,200.00
13	531, 502			CONCRETE SIDEWALK RAMP, TYPE 1	EA	28	\$485.40	\$13,591.20
21	5017, 502			STACKED ROCK WALL	SY	50	\$126.60	\$6,330.00

22	N/A		Mulch Roll for Erosion Control Including Maintenance and Removal	LF	100	\$3.30	\$330.00	
23	N/A		METAL SIDEWALK PLATE (3/8")	SF	20	\$848.50	\$16,970.00	
24	530, 502		CONCRETE SIDEWALK (6") with perimeter beam	SY	2894	\$117.80	\$340,913.20	
25	530, 502		CONCRETE SIDEWALK (8") with perimeter beam	SY	1661	\$155.00	\$257,455.00	
							Base Bid Total	\$342,894.45

Below please type the base bid amount in words.

Three hundred forty-two thousand eight hundred ninety-four and 45/100 dollars

Tax-Exempt Total	\$154,302.45	Non-Tax-Exempt Total	\$188,592.00
Tax-exempt costs are the total cost of materials incorporated into the project or completely consumed at the job site and services required by or integral to the performance of the Contract.		Non-Tax-exempt costs are all other charges, including the cost of labor, overhead, and materials which do not become part of the project or are not completely consumed at the job site.	
NOTE: The sum of the tax-exempt and non-tax-exempt costs must equal the Total Base Bid Amount.			

Note: Line items 24 & 25 are not included in the Base Bid Total as intended by locked form B1306-002-JV Bid Form v1.

Note: The Travis County Commissioners Court Reserves the right to reject any and all bids at its sole discretion.

Please note the following listed abbreviations used for proposed units:
 Unit Abbreviations: CY = Cubic Yard, LF = Linear Foot, STA = Station, AC = Acre, EA = Each, SY = Square Yard, GAL = Gallon, KG = 1000GAL, LS = Lump Sum, SF = Square Foot, TON = Ton, MO = Month, EA/DAY = per Each per DAY

Patricia Cant

941,252.65

STATE OF TEXAS §

COUNTY OF TRAVIS §

This Agreement for Construction Services (the "Construction Contract" or "Contract") is made and entered into this day by and between Travis County, Texas, a political subdivision of the State of Texas (the "County") and Prism Development, Inc. (the "Contractor") and will be binding upon their respective executors, administrators, heirs, successors, and assigns.

WHEREAS, the County desires to enter into a contract for the construction of FY 2013 SIDEWALK MAINTENANCE PROGRAM in Travis County, Texas, in accordance with the provisions of state statutes and conforming to the Contractor's Notice of Construction, Bid Proposal (including the Bidding Documents, Bid Form, and any Addenda or Amendments thereto), General Conditions, Supplementary Conditions, and the Specifications and Plans marked FY 2013 SIDEWALK MAINTENANCE PROGRAM (B1306-002-JW), all of which are incorporated herein.

WHEREAS, the Contractor has been engaged in and now does comparable work and represents that it is fully equipped, competent, and capable of performing the above- desired and outlined work, and is ready and willing to perform such work in accordance with all provisions of the abovementioned Specifications and Plans marked (B1306-002-JW).

NOW THEREFORE, in consideration of the County's promise to pay the amount below as totaled in the Bid Proposal hereto attached and made part of this Contract, the Contractor agrees to do at his own proper cost and expense all the work necessary for the construction of FY 2013 SIDEWALK MAINTENANCE PROGRAM in Travis County, Texas in accordance with the provisions of the aforementioned Contractor's Notice of Construction, the Bid Proposal as awarded by the Commissioners Court, and the Specifications and Plans marked (B1306-002-JW) to the satisfaction of the County Executive of the Transportation and Natural Resources Department of Travis County, Texas.

This contract document, the Contractor's Notice of Construction, the Bid Proposal (including the Bidding Documents, the Bid Form, and any Addenda or Amendments thereto), and the Specifications and Plans marked (B1306-002-JW) represents the entire and integrated contract between the County and the Contractor and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by both the County and the Contractor.

The said Contractor further agrees to be available for work within 14 calendar days, and to complete the work within 240 calendar days, after receiving a written "Notice to Proceed".

Travis County, Texas, in consideration of the full and true performance of the said work by said Contractor, hereby agrees and binds itself to pay to said Contractor the total contract amount of \$296,294.50 consisting of \$273,051.00 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 the contract and \$23,243.50 for all other charges, including the cost of other services, overhead, materials which do not become part of the finished project or are reusable, and machinery or equipment and its accessory, repair, or replacement parts, and in the manner provided for, within 30 calendar days from the receipt of an acceptable invoice. This division of the contract amount is made for sales tax

4400001571

purposes only. The Contractor must maintain internal records to verify the division. The Contractor must make these records available upon the request of the Travis County Auditor.

This contract will be construed according to the laws of the State of Texas. The performance for this Contract must be in Travis County, and venue for any action will lie in Travis County, Texas. The Contractor warrants that the completed project must be adequate for the purposes intended.

Notwithstanding anything to the contrary herein, if Contractor is delinquent in payment of taxes at the time of invoicing, Contractor hereby assigns any payments to be made for service rendered under this Contract to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESSED OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT OF THE COUNTY.

The forfeiture provisions of the contract imposed pursuant to the Travis County Ethics Policy may be waived in whole or in part by the Travis County Commissioners Court.

EXECUTED THIS _____ DAY OF _____, YEAR _____.

TRAVIS COUNTY, TEXAS

BY: _____



CONTRACTOR NAME

BY: _____

[Handwritten signature]

TRAVIS COUNTY JUDGE

APPROVED AS TO FORM:

APPROVED:

TRAVIS COUNTY ATTORNEY

COUNTY PURCHASING AGENT

CERTIFIED FUNDS ARE AVAILABLE

TRAVIS COUNTY AUDITOR

[Faint, illegible stamp or watermark]

Funds Reservation 300000650

Created 08-08-13 @2:15pm

General Data			
Document type	NE	Document type	030
Company code	1000	Document date	07/17/2013
FM area	1000	Posting date	07/17/2013
Controlling area	1000	Currency	USD/ 1.00000
Statistics			
Entered by	GARDNET	Created on	07/17/2013
Last changed by		Last changed	
More Data			
Text	SE Metro & East Metro Park Sidewalk		
Reference			
Overall Amount	190,120.00 USD		

Document item 001			
Text	SEMP FY13 Sidewalk Maintenance		
Commitment item	522030	Funds center	1490220000
Fund	4081	G/L account	522030
Cost center	1490220000	Due on	
Vendor		Customer	
Amount	116,270.00 USD		

Document item 002			
Text	EMP FY13 Sidewalk Maintenance		
Commitment item	522030	Funds center	1490220000
Fund	4081	G/L account	522030
Cost center	1490220000	Due on	
Vendor		Customer	
Amount	73,850.00 USD		

Funds Reservation 300000639

Created 08-08-13 @2:15pm

General Data			
Document type	OT	Document type	030
Company code	1000	Document date	06/28/2013
FM area	1000	Posting date	06/28/2013
Controlling area	1000	Currency	USD/ 1.00000
Statistics			
Entered by	LOPEZI	Created on	06/28/2013
Last changed by		Last changed	
More Data			
Text	NE Metro Park-Concrete Sidewalk Upgrades		
Reference			
Overall Amount	97,273.00 USD		

Document item 001			
Text	NE Metro-concrete sidewalk upgrades		
Commitment item	522030	Funds center	1490274049
Fund	4049	G/L account	522030
Cost center	1490274049	Due on	
Vendor		Customer	
Amount	97,273.00 USD		

Funds Reservation 300000577

Created 08-08-13 @2:15pm

General Data			
Document type	NE	Document type	030
Company code	1000	Document date	05/06/2013
FM area	1000	Posting date	05/06/2013
Controlling area	1000	Currency	USD/ 1.00000
Statistics			
Entered by	GARDNET	Created on	05/06/2013
Last changed by	HUFFH	Last changed	07/11/2013
More Data			
Text	FY13 ADA Sidewalk		
Reference			
Overall Amount	91,523.00 USD		

Document item 001			
Text	FY13 ADA Sidewalk		
Commitment item	522040	Funds center	1490200000
Fund	4072	G/L account	522040
Cost center		Due on	
Vendor		Customer	
Amount	60,000.00 USD		

Document item 002			
Text	FY13 ADA Sidewalk		
Commitment item	522040	Funds center	1490200000
Fund	4068	G/L account	522040
Cost center	1490200000	Due on	
Vendor		Customer	
Amount	31,523.00 USD		



Travis County Commissioners Court Agenda Request

Meeting Date: August 13, 2013, 9:00 AM, Voting Session

Prepared By/Phone Number: John E. Pena, CTPM; Marvin Brice, CPPB, Purchasing Office, 512-854-9700

Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent

Commissioners Court Sponsor: Judge, Samuel T. Biscoe

AGENDA LANGUAGE: APPROVE CONTRACT AWARD FOR THE BLACKWELL THURMAN CRIMINAL JUSTICE CENTER, NORTH WALL ELEVATION IMPROVEMENTS, IFB NO.: B1306-007-JE, 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.
- IFB No. B1306-007-JE, Blackwell Thurman Criminal Justice Center, North Wall Elevation Improvements, was issued on June 20, 2013. The project consists of sealing expansion joints, sheet metal louvers, window casings, concrete transitions and wet glazing of the North wall of the Criminal Justice Center, located at 509 West 11th Street, Austin, Texas 78701. This contract requires the contractor to provide labor, equipment, materials, supervision and related incidentals to complete the required work.
- Of the forty-one (41) bids, including two (2) HUB vendors, that either downloaded or viewed via Travis County's third party e-procurement vendor system, Bidsync, one (1) bid was received in response to this solicitation when subject IFB was opened on July 17, 2013 at 2:00 P.M., CST. The sole bidder was QA Construction Services, Inc., with a bid amount of \$192,750.00 for the Base Bid.
- A follow-up phone call to local contractors to inquire about why they did not respond to this solicitation found that contractors' current resources were at max capacity to take on additional projects, and another indicated that there was bonding issues with their surety where they could not respond in time.

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.

- Facilities Management Department (FMD) is recommending, with the Purchasing Office concurrence, contract award to QA Construction Service, Inc., in the amount of \$192,750.00 as the lowest responsive and responsible bidder. FMD has deemed the price as fair and reasonable. The bid amount is below the departments estimated budget.
- **Contract Expenditures:** Within the last 12 months \$0.00 has been spent against this requirement.
- **Contract-Related Information:**
 - Award Amount: \$192,750.00
 - Contract Type: Construction
 - Contract Period: Sixty (60) Calendar Days from Notice to Proceed
- **Modification Information:** N/A
 - Modification Amount:
 - Modification Type:
 - Modification Period:
- **Solicitation-Related Information:**

Solicitations Sent: 41	Responses Received: 1
HUB Information: Yes	% HUB Subcontractor: 0*

*Contractor is self performing. All work to be completed in-house.
- **Special Contract Considerations:** N/A
 - Award has been protested; interested parties have been notified.
 - Award is not to the lowest bidder; interested parties have been notified.
 - Comments:
- **Funding Information:**
 - Project Cost Center-G/L Funds: 1140114081-522020
 - Shopping Cart: 1000037913
 - Comments:



FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

FMD Project: CJC-51-13F-3R

FILE: 703

TO: Cyd V. Grimes, C.P.M., CPPO Purchasing Agent

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

DATE: July 25, 2013

SUBJECT: Blackwell Thurman Criminal Justice Center North Wall Elevation Improvements
IFB No.: B1306-007-JE

A handwritten signature in blue ink, reading "Roger El Khoury", written over the "FROM" field.

Facilities Management Department (FMD) recommends award of the Blackwell Thurman Criminal Justice Center North Wall Elevation Improvements in the amount of \$192,750 to the apparent low bidder, QA Construction Services, Inc. QA Construction Services, Inc. was the sole bidder on the subject project. The bid was opened on July 17, 2013.

FMD has reviewed the bid tabulation and determined that the low bid is fair and reasonable. The construction schedule is for 60 calendar days after the issuance of the Notice to Proceed.

The project fund is located in cost center - G/L 1140114081-522020 and encumbered under shopping cart number 1000037913. In accordance with the procedure to secure the approval of this contract award, this request is being forwarded along with the supporting documents for approval by the Commissioners Court on August 6, 2013. If approved, please issue a fully executed contract to QA Construction Services, Inc. Please call Kim Nguyen at extension 45967 if you have any questions.

ATTACHMENT:
Bid tabulation form

COPY TO:

Leslie Browder, County Executive, PBO
Amy Draper, CPA, Financial Manager, FMD
Jim Barr, AIA, LEED BD+C, Senior Project Manager, FMD
Kim Nguyen, AIA, LEED BD+C, Senior Architectural Associate, FMD
John Pena, CPPB, Purchasing Agent Assistant IV, TCPO

RECEIVED
TRAVIS COUNTY
PURCHASING
OFFICE
2013 JUL 29 PM 3:06

AGREEMENT FOR CONSTRUCTION SERVICES

BID NO. : B1306-007-JE

CONTRACT NO.: 4400001566

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 construction of Blackwell Thurman Criminal Justice Center, North Wall Elevation Improvements (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 Blackwell Thurman Criminal Justice Center, North Wall Elevation Improvements, Travis County, Texas, Bid No.: B1306-007-JE; 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 Blackwell Thurman Criminal Justice Center, North Wall Elevation Improvements, Travis County, Texas, Bid No.: B1306-007-JE, 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 60 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 \$200.00 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 **\$192,750.00** (the "Contract Sum"). The Contract Sum is comprised of (i) **\$151,945.00** 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) **\$40,805.00** 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: KEVIN W CARLSON
Title: MANAGER
Date: 7/30/13

APPROVED AS TO FORM BY:

County Attorney

FUNDS VERIFIED BY:

County Auditor

APPROVED BY PURCHASING AGENT:

County Purchasing Agent



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penaj1 - Travis County

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- Task
- Note

[Go to Bid Information](#) | [Tabulation Report](#) | [Award Report](#) | [Co-op Tabulation Report](#)

Award Multiple Suppliers

Awarding Bid #B1306-007-JE - BLACKWELL THURMAN CRIMINAL JUSTICE CENTER, NORTH WALL ELEVATION IMPROVEMENTS

[Send PreAward Notification](#) | [Weighted](#) | [All Bids Entered](#) | [Reorder Bidders](#)

DESCRIPTION										
B1306-007-JE--01-01 - BLACKWELL THURMAN CRIMINAL JUSTICE CENTER, NORTH WALL ELEVATION IMPROVEMENTS										
Award	Supplier	Qualifications	Unit Price	Qty	Price	Text Pricing	Atch. Docs	Offer Notes	My Notes	Reject
<input checked="" type="radio"/>	Not Awarded									
<input type="radio"/>	QA CONSTRUCTION SERVICES, INC. [Ad]		\$192,750.00	1	\$192,750.00					

Supplier Notifications

Agency Invited 0
 No Bid Count 0

AWARD SCENARIOS

Create New Scenario

Name

Scenario Name

Scenario Total

Actions

PREAWARD NOTIFICATION ATTACHMENT

All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received may be available for inspection at that time.

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Travis County Commissioners Court Agenda Request

Meeting Date: August 13, 2013

Prepared By/Phone Number: J. Lee Perry/512-854-9724

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve contract award for NE Metro Park BMX Amenities Construction Project, IFB No.B1306-026-LP, to the low bidder, Patin Construction, LLC.

- **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.

- The North East Metro Park BMX Amenities Construction project is the first phase of construction for the BMX facility at the NE Metro Park. This will include the construction of the perimeter roads, the parking areas, water, wastewater, electric, lighting, and other utilities. The second phase will include construction of the actual racing track.

- On July 24, 2013, three (3) bids were received for NE Metro Park BMX Amenities Construction Project, in which the bids ranged from \$1,602,006.80 to \$1,949,876.12 for the following items being recommended for award; Base bid, Alternate Bid A, and Add Alternate No. 1.

- As a result, TNR recommends awarding a contract to the apparent low bidder, Patin Construction, LLC, for the following bid items; Base bid, \$1,375,406.80, Alternative Bid A, (-\$13,400.00), and Add Alternate No. 1, \$240,000.00; for a total contract sum of \$1,602,006.80.

- **Contract Expenditures:** Within the last N/A months \$0.00 has been spent against this contract/requirement.

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

➤ **Contract-Related Information:**

Award Amount: \$1,602,006.80

Contract Type: Construction

Contract Period: Through Completion

➤ **Contract Modification Information: N/A**

Modification Amount:

Modification Type:

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: 60

Responses Received: 3

HUB Information: Vendor is not a HUB

% HUB Subcontractor: 2.45%

➤ **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: N/A

➤ **Funding Information:**

- Shopping Cart/Funds Reservation in SAP: 0300000672
- Funding Account(s):
- Comments:

TRANSPORTATION AND NATURAL RESOURCES

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

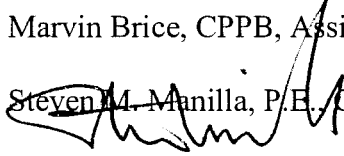


700 Lavaca Street-5th Floor
Travis County Administration Building
PO Box 1748
Austin, Texas 78767
Phone: (512) 854-9383
Fax: (512) 854-4697

MEMORANDUM

August 5, 2013

TO: Marvin Brice, CPPB, Assistant Purchasing Agent

FROM:  Steven M. Manilla, P.E., County Executive

SUBJECT: Award of Construction Contract
NE Metro BMX Amenities Construction Project,
IFB No. B1306-026-LP

Project Description

The Northeast Metro Park BMX Amenities Construction project is the first phase of the construction of a BMX facility at the NE Metro Park. This will include the construction of the perimeter roads, the parking areas, water, wastewater, electric, lighting, and other utilities. The second phase will include construction of the actual racing tracks and other structures under a different project.

Requested Agenda Item

TNR hereby requests the Purchasing Department to place the following item on the Commissioners Court Agenda for an August 13, 2013 hearing date.

Requested Motion: Consider and take appropriate action on the recommendation to award the construction contract for the NE Metro BMX Amenities Construction Project to Patin Construction.

Summary and Recommendations

Upon tabulating and reviewing the bids received by the Purchasing Department for the NE Metro BMX Amenities Construction Project, TNR recommends that the contract be awarded for the items included in the Base Bid, Alternative A, and Additive Alternate 1 only. The low bid amount of \$1,602,006.08 was submitted by Patin Construction. Subject to Purchasing Department's findings of responsiveness, and in accordance with Chapter 262 (c) of the Texas Local Government Code, TNR recommends that the low bidder, Patin Construction, be awarded the construction contract.

Bid Review

The bid solicitation included a Base Bid, an Alternate Bid, and three Additive Alternate Bids. Purchasing received four responses. A copy of the bid tabulation is attached to this memorandum as Exhibits "C". The bids range from \$1,602,002.06 to \$1,949,876.12 for the items being recommended for award, and for all items, from \$1,734,406.80 to \$2,028,575.52. Patin Construction is the low bidder in both cases.

Due to the significantly high cost of the bids for the pavilion and the bleachers, TNR is recommending that only the Base Bid, Alternative A Bid, and Additive Alternate 1 Bid be awarded at a total bid price of \$1,602,006.08. At a later date, TNR will pursue the services required for the pavilion and the bleachers by alternate means.

Budgetary and Fiscal Impact

The Northeast Metro Park is a 2011 Travis County Bond funded project. Funds have been reserved for the construction contract amount and other items (including material testing and utilities).

FRD: 0300000672

WBS Element: PKCN.149.000001

Fund: 4082

Fund Center: 1490220000

G/L: 522030

If you need additional information, please call Chiddi at extension 47585.

Attachments:

1. Exhibit "A" - Project Location Map
2. Exhibit "B"- Site Plan
3. Exhibit "C" – Bid Tabulation

Copy: Cyd Grimes C.P.M., Purchasing Agent
Lee Perry, Construction Procurement Specialist
Cynthia McDonald, Financial
Donna Williams-Jones, Financial
Isabelle Lopez, Financial
Tawana Gardner, Financial
Charles Bergh, TNR Parks
Robert Armistead, TNR Parks
Kurt Nielsen, TNR Parks
Steve Sun, P.E., CIP
Chiddi N'Jie, P.E., CIP

STATE OF TEXAS §

COUNTY OF TRAVIS §

This Agreement for Construction Services (the "Construction Contract" or "Contract") is made and entered into this day by and between Travis County, Texas, a political subdivision of the State of Texas (the "County") and **PATIN CONSTRUCTION, LLC** (the "Contractor") and will be binding upon their respective executors, administrators, heirs, successors, and assigns.

WHEREAS, the County desires to enter into a contract for the construction of **NE METRO PARK BMX AMENITIES PROJECT** in Travis County, Texas, in accordance with the provisions of state statutes and conforming to the Contractor's Notice of Construction, Bid Proposal (including the Bidding Documents, Bid Form, and any Addenda or Amendments thereto), General Conditions, Supplementary Conditions, and the Specifications and Plans **NE METRO PARK BMX AMENITIES PROJECT (B1306-026-LP)**, all of which are incorporated herein;

WHEREAS, the Contractor has been engaged in and now does comparable work and represents that it is fully equipped, competent, and capable of performing the above- desired and outlined work, and is ready and willing to perform such work in accordance with all provisions of the abovementioned Specifications and Plans marked **(B1306-026-LP)**.

NOW THEREFORE, in consideration of the County's promise to pay the amount below as totaled in the Bid Proposal hereto attached and made part of this Contract, the Contractor agrees to do at his own proper cost and expense all the work necessary for the construction of **NE METRO PARK BMX AMENITIES PROJECT** in Travis County, Texas in accordance with the provisions of the aforementioned Contractor's Notice of Construction, the Bid Proposal as awarded by the Commissioners Court, and the Specifications and Plans marked **(B1306-026-LP)** to the satisfaction of the Executive Manager of the Transportation and Natural Resources Department of Travis County, Texas.

This contract document, the Contractor's Notice of Construction, the Bid Proposal (including the Bidding Documents, the Bid Form, and any Addenda or Amendments thereto), and the Specifications and Plans marked **(B1306-026-LP)** represents the entire and integrated contract between the County and the Contractor and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by both the County and the Contractor.

The said Contractor further agrees to be available for work within 14 calendar days, and to complete the project within **120 calendar days**, after receiving a written "Notice to Proceed".

Travis County, Texas, in consideration of the full and true performance of the said work by said Contractor, hereby agrees and binds itself to pay to said Contractor the total contract sum of **\$1,602,006.80** consisting of: Base Bid sum of **\$1,375,406.80**, Alternate Bid A sum of **-\$13,400.00**, Add Alternate Bid No. 1 sum of **\$240,000.00**, collectively referred to herein as the "Contract Sum". The Contract Sum is comprised of **\$773,814.00** 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 the contract and **\$828,192.80** for all other charges, including the cost of other services, overhead, materials which do not become part of the finished project or are reusable, and machinery or equipment and its accessory, repair, or replacement parts, and in the manner provided for, within 30 calendar days from the receipt of an acceptable invoice. This division of the contract amount is made for sales tax purposes only. The Contractor must maintain internal records to verify the division. The Contractor must make these records available upon the request of the Travis County Auditor.

Contract No. 4400001509

This contract will be construed according to the laws of the State of Texas. The performance for this Contract must be in Travis County, and venue for any action will lie in Travis County, Texas. The Contractor warrants that the completed project must be adequate for the purposes intended.

Notwithstanding anything to the contrary herein, if Contractor is delinquent in payment of taxes at the time of invoicing, Contractor hereby assigns any payments to be made for service rendered under this Contract to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESSED OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT OF THE COUNTY.

The forfeiture provisions of the contract imposed pursuant to the Travis County Ethics Policy may be waived in whole or in part by the Travis County Commissioners Court.

EXECUTED THIS _____ DAY OF _____, YEAR _____.

TRAVIS COUNTY, TEXAS

PATIN CONSTRUCTION, LLC

BY: _____

BY:  _____

TRAVIS COUNTY JUDGE

APPROVED AS TO FORM:

APPROVED:

TRAVIS COUNTY ATTORNEY

COUNTY PURCHASING AGENT

CERTIFIED FUNDS ARE AVAILABLE

COUNTY AUDITOR, TRAVIS COUNTY

NORTHEAST METROPOLITAN PARK BMX TRACK AMENITIES

Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges adopted June 1, 2004 is used as the project Standard Specification which can be found in TXDOT web site:
<http://www.dot.state.tx.us/business/specifications.htm>.

DESC. CODE is the TXDOT Specification Description Code and can be found in TXDOT web site:
<http://www.dot.state.tx.us/insdotdot/orgchart/cmd/cserve/usfe/2004/usfe0101.htm>.

S.P. = Special Provision to the Standard Specification.

S.S. = Special Specification

BASE BID

Bid Item	Spec. No. / Desc. Code	S.P. No	S.S. No.	Description	Unit	QTY	Unit Price	Amount
1	100 2001			Preparing ROW	AC	11	\$3,000.00	\$33,000.00
2	110 2001			Excavation (Roadway)	CY	8500	\$8.00	\$68,000.00
3	132 2003			Embankment (Final) (Ord Comp) (Ty B)	CY	8500	\$14.00	\$119,000.00
4	170 2001			Irrigation System	LS	1	\$16,800.00	\$16,800.00
5	247	247-033		FL BS (Cmp In Plc)(Ty D GR 5)(Final Pos)	CY	6132	\$12.00	\$73,584.00
6	260 2002			Lime (Hydrated Slurry)	TON	378	\$162.00	\$61,236.00
7	260 2073			Lime Treat Subgrade (8")	SY	17153	\$8.00	\$137,224.00
8	310 2021			Prime Coat (MC-30, AE-P, Or SS-1)	GAL	3077	\$5.00	\$15,385.00
9	420 2037			CL C Conc (Valley Gutter)	SY	22	\$72.00	\$1,584.00
10	460 2003			CMP (Gal Std Bit Coat 18 IN)	LF	273	\$40.00	\$10,920.00
11	467 2260			SET (TY II) (18 IN) (CMP) (4:1) (C)	EA	8	\$800.00	\$6,400.00
12	467 2273			SET (TY II) (18 IN) (CMP) (6:1) (C)	EA	2	\$1,000.00	\$2,000.00
13	481			PVC Water Line Encasement Pipe (SCH 40) (4 IN)	LF	86	\$20.00	\$1,720.00
14	481 2012			PVC Pipe (SDR-35) (6 IN)	LF	551	\$30.00	\$16,530.00
15	496			Remov Str (Small) (Light Pole)	EA	6	\$250.00	\$1,500.00
16	496			Remov Str and Salvage (Small Fence)	LF	1087	\$1.00	\$1,087.00
17	500 2001			Mobilization	LS	1	\$67,500.00	\$67,500.00
18	502 2001	SP 502		Barricades, Signs and Traf Handling	LS	1	\$2,500.00	\$2,500.00
19	506			Permanent Rock Filter Dam	CY	30	\$400.00	\$12,000.00
20	529 2003			Concrete Curb & Gutter (Ty I)	LF	151	\$10.00	\$1,510.00
21	529 2010			Concrete Curb & Gutter (Ty II) (Reinforced)	LF	5611	\$10.00	\$56,110.00
22	529			Concrete Curb & Gutter (Ty II) (Reinforced) (Curb Cuts)	LF	1081	\$12.00	\$12,972.00
23	531 2005			Curb Ramps (Ty I)	EA	4	\$1,000.00	\$4,000.00
24	531			Curb Ramps (Ty 1)(10' wide)	EA	1	\$1,200.00	\$1,200.00
25	531 2015			Concrete Sidewalk (4")	SY	2459	\$40.00	\$98,360.00
26	536 2002			Concrete Median	SY	201	\$45.00	\$9,045.00
27	550			Chain Link Fence (Install) (4')(Green Vinyl Coated)	LF	1327	\$18.00	\$23,886.00
28	550			Chain Link Fence Gate (Install) (4' x 20')	EA	2	\$1,100.00	\$2,200.00
29	550			Road Gate (Install) (Std Pipe)	EA	5	\$3,000.00	\$15,000.00
30	666 2011			Refl Pav Mrk Ty I (W) 4" (SLD) (090 MIL)	LF	4103	\$2.00	\$8,206.00
31	666 2047			Refl Pav Mrk Ty I (W) 24" (SLD) (090 MIL)	LF	50	\$19.00	\$950.00
32	666 2086			Refl Pav Mrk Ty I (W) 24" (SYMBOL) (090 MIL)	EA	10	\$330.00	\$3,300.00
33	COA 439S			Parking Lot Bumper Curbs	EA	6	\$400.00	\$2,400.00
34	COA 510			PVC Water Line Pipe (SCH 40) (1 1/2 IN) incl. excavation and backfill	LF	5	\$200.00	\$1,000.00
35	COA 510			PVC Water Line Pipe (SCH 40) (2 IN) incl. excavation and backfill	LF	304	\$30.00	\$9,120.00
36	COA 591S			Dry Rock Riprap	SY	26	\$75.00	\$1,950.00
37	COA 601S	SP 601S		Salvage and Place Tpsl	SY	23650	\$1.50	\$35,475.00
38	COA 604S			Seeding for Erosion Control	SY	23650	\$0.50	\$11,825.00
39	COA 608S			1" Canopy/Shade Tree	EA	50	\$200.00	\$10,000.00

Bid Item	Spec. No. / Desc. Code	S.P. No	S.S. No.	Description	Unit	QTY	Unit Price	Amount
40	COA 610s			Tree Protection Fence	LF	341	\$2.50	\$852.50
41	COA 639S			Rock Berm	LF	32	\$30.00	\$960.00
42	COA 641S			Stabilized Construction Entrance	EA	2	\$1,500.00	\$3,000.00
43	COA 642S			Silt Fence	LF	1474	\$2.50	\$3,685.00
44	COA 824S			Traffic Signs	EA	14	\$150.00	\$2,100.00
45			SS 1	18" Square Catch Basin	EA	5	\$1,500.00	\$7,500.00
46			SS 2	Cedar Fence	LF	300	\$35.00	\$10,500.00
47			SS 3	LPD Septic System	LS	1	\$80,000.00	\$80,000.00
48		SP 3224	3224	Dense-Graded Hot-Mix Asphalt (QC/QA)(2")	SY	13982	\$10.00	\$139,820.00
49			16110	3/4" PVC (Sch 40) incl. excavation and backfill	LF	512	\$13.20	\$6,758.40
50			16110	1" PVC (Sch 40) incl. excavation and backfill	LF	554	\$13.50	\$7,479.00
51			16110	2" PVC (Sch 40) incl. excavation and backfill	LF	2609	\$14.30	\$37,308.70
52			16110	4" PVC (Sch 40) incl. excavation, backfill, and conc encasement	LF	800	\$25.90	\$20,720.00
53			16110	Duplex Receptacles, GFI/WR/WP	EA	5	\$260.00	\$1,300.00
54			16110	30" Austin Energy Ground Box	EA	1	\$7,370.00	\$7,370.00
55			16110	36" Austin Energy Pullbox	EA	2	\$7,480.00	\$14,960.00
56			16400	Disconnect 60A, Nema 3R	EA	1	\$500.00	\$500.00
57			16100	Electrical Service	LS	1	\$2,420.00	\$2,420.00
58			16100	10x10 Conc XMFR Pad	EA	1	\$6,030.00	\$6,030.00
59			16120	#10 THHN Conductor (Cu)	LF	486	\$0.60	\$291.60
60			16120	#8 THHN Conductor (Cu)	LF	1300	\$0.80	\$1,040.00
61			16120	#6 THHN Conductor (Cu)	LF	2428	\$1.30	\$3,156.40
62			16120	#3 THHN Conductor (Cu)	LF	2402	\$2.00	\$4,804.00
63			16120	#1 THHN Conductor (Cu)	LF	365	\$3.00	\$1,095.00
64			16120	#4/0 THHN Conductor (Cu)	LF	52	\$6.10	\$317.20
65			16400	Panelboard, 225A, MCB, Nema 3R	EA	1	\$6,740.00	\$6,740.00
66			16400	Panelboard, 125A, MCB, Nema 36, 30kVA Integral XFMR	EA	1	\$11,500.00	\$11,500.00
67			16500	Lighting PL (Kim 1A-CCS) and CL C conc foundation	EA	4	\$3,620.00	\$14,480.00
68			16500	Lighting PL-2 (Kim 2B-CCS) and CL C conc foundation	EA	4	\$5,050.00	\$20,200.00
69			16500	Photocell and Timer	EA	1	\$2,040.00	\$2,040.00
Base Bid Total								\$1,375,406.80

Below please type the base bid amount in words.

One Million Three Hundred Seventy Five Thousand Four Hundred Six Dollars and Eighty Cents.

Tax Exempt Total	\$588,536.00	Non-Tax Exempt Total	\$786,870.80
<p>Tax Exempt costs are the total cost of materials incorporated into the project or completely consumed at the job site and services required by or integral to the performance of the Contract.</p>		<p>Non-Tax Exempt costs are all other charges, including the cost of labor, overhead, and materials which do not become part of the project or are not completely consumed at the job site.</p>	
<p>NOTE: The sum of the Tax Exempt and Non-Tax Exempt costs must equal the Total Base Bid Amount.</p>			

Note: The Travis County Commissioner's Court Reserves the right to reject any and all bids at their sole discretion.

Please note the following listed abbreviations used for proposed units:

Unit Abbreviations: CY = Cubic Yard, LF = Linear Foot, STA = Station, AC = Acre, EA = Each, SY = Square Yard, GAL = Gallon, KG = 1000GAL, LS = Lump Sum, SF = Square Foot, TON = Ton, MO = Month, EA/DAY = per Each per DAY

NORTHEAST METROPOLITAN PARK BMX TRACK AMENITIES

Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges adopted June 1, 2004 is used as the project Standard Specification which can be found in TXDoT web site:

<http://www.dot.state.tx.us/business/specifications.htm>.

DESC. CODE is the TXDoT Specification Description Code and can be found in TXDoT web site: <http://www.dot.state.tx.us/insdtdot/orgchart/cmd/cserve/usfe/2004/usfe0101.htm>.

S.P. = Special Provision to the Standard Specification.

S.S. = Special Specification. Both S.P. and S.S. are included in the project manual.

ALTERNATE BID A - Parking Lot Lighting

Bid Item	Spec. No. / Desc. Code	S.P. No	S.S. No.	Description	Unit	QTY	Unit Price	Amount
1			16500	Deduct Lighting PL (Kim 1A-CCS) and CL C conc foundation	EA	-4	\$3,620.00	-\$14,480.00
2			16500	Deduct Lighting PL-2 (Kim 2B-CCS) and CL C conc foundation	EA	-4	\$5,050.00	-\$20,200.00
3			16500	Lighting PL (Visionaire AMR - 1 Lamp) and CL C conc foundation	EA	4	\$2,250.00	\$9,000.00
4			16500	Lighting PL-2 (Visionaire - 2 Lamp) and CL C conc foundation	EA	4	\$3,070.00	\$12,280.00
Alt Bid Total								-\$13,400.00

ADD ALTERNATE BID 1 - Pre-Fabricated Building

Bid Item	Spec. No. / Desc. Code	S.P. No	S.S. No.	Description	Unit	QTY	Unit Price	Amount
1			SS-4	Pre-fabricated Building	LS	1	\$240,000.00	\$240,000.00
Alt Bid Total								\$240,000.00

ADD ALTERNATE BID 2 - Pavilion Structure

Bid Item	Spec. No. / Desc. Code	S.P. No	S.S. No.	Description	Unit	QTY	Unit Price	Amount
1			SS-5	Pavilion Structure	LS	1	\$55,000.00	\$55,000.00
2	420			Pavilion Foundation	LS	1	\$43,000.00	\$43,000.00
Alt Bid Total								\$98,000.00

ADD ALTERNATE BID 3 - Spectator Bleachers								
Bid Item	Spec. No. / Desc. Code	S.P. No	S.S. No.	Description	Unit	QTY	Unit Price	Amount
1			SS-6	Spectator Bleachers - 30' Long, 5 Rows	EA	1	\$11,500.00	\$11,500.00
2			SS-6	Spectator Bleachers - 15' Long, 5 Rows	EA	1	\$9,500.00	\$9,500.00
Alt Bid Total								\$21,000.00

Please note the following listed abbreviations used for proposed units:

Unit Abbreviations: CY = Cubic Yard, LF = Linear Foot, STA = Station, AC = Acre, EA = Each, SY = Square Yard, GAL = Gallon, KG = 1000GAL, LS = Lump Sum, SF = Square Foot, TON = Ton, MO = Month, EA/DAY = per Each per DAY

DRAFT



Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, August 13, 2013
Prepared By/Phone Number: Jessica Rio, 854-4455
Daniel Wilson, 854-4706
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 SETTING AN ADDITIONAL FILING FEE IN CIVIL CASES FOR THE CONSTRUCTION, RENOVATION OR IMPROVEMENT OF THE FACILITIES THAT HOUSE THE TRAVIS COUNTY CIVIL COURTS, AS AUTHORIZED BY SENATE BILL 1891, 83RD TEXAS LEGISLATURE, REGULAR SESSION.

SUMMARY AND IGR COORDINATOR RECOMMENDATION:

Senate Bill 1891, passed during the Regular Session of the 83rd Texas Legislature, permits the Court to set an additional filing fee of up to \$15 in all civil cases, with the proceeds matched by the county and dedicated to the construction, renovation, or improvement of the facilities that house the Travis County civil courts.

The Intergovernmental Relations Office recommends that the Court adopt the attached resolution.

BACKGROUND:

Litigants in the civil courts in Texas pay fees of at least \$252 to file a case. The filing fees go into a variety of funds to operate the State's civil court system. A list of the elements of the fee and their allocation is attached.

The current Heman Marion Sweatt Travis County Courthouse was built in the 1930s and is overcrowded and inadequate for the needs of the people it serves. The need for significant improvements – up to and including the construction of a new civil and family courthouse – is great and well-documented, but the costs of such improvements are significant.

In recent years, legislation has been passed allowing Dallas¹, Bexar², and Hays³ counties to assess an additional fee on civil cases as a revenue source to help improve courthouse facilities.⁴ These bills have been very successful in helping those counties to upgrade their civil court facilities.

[Senate Bill 1891](#), authored by Senator Kirk Watson and sponsored in the House by Representative Donna Howard, permits Travis County to do the same. Passage of this legislation was a priority issue for the Commissioners Court during the session.

ISSUES AND OPPORTUNITIES:

The goal of the legislation is to create a new revenue source to partially offset the financial cost of improvements to courthouse facilities, including construction for a new civil and family justice center. Such a user fee would supplement more extensive funding from other scarce County resources.

Key features of SB 1891:

- Commissioners Court has the authority to collect an additional filing fee on all civil cases of up to \$15;
- The amount of the fee would be set by the Commissioners Court;
- The Court may review the fee every year and decide to modify or even stop collecting it;
- The fee revenues would go into a special account in the county treasury, and the same amount must be matched by the county;
- That money would be administered by the Court and be available for “the construction, renovation, or improvement of the facilities that house the Travis County civil courts.”
- The entire legislation sunsets in 15 years (2028).

The statute requires that the Court adopt a resolution imposing the fee by September 1 before any year in which the Court seeks to collect that fee. A draft resolution for the Court’s consideration, setting the fee amount at the \$15 maximum, is attached.

¹ TEX. GOVT. CODE §51.705.

² TEX. GOVT. CODE §51.706.

³ TEX. GOVT. CODE §51.707.

⁴ Also, during the Regular Session the Legislature passed [SB 1827](#), which creates a similar filing fee in Rockwall County.

A separate bill, [SB 390](#), moves the effective date of any new or modified fee to January 1 following the adoption of the fee, so this fee will take effect on January 1, 2014.

FISCAL IMPACT AND SOURCE OF FUNDING: The Auditor's Office estimates that, for the nine-month period from January 1 to September 30, 2014, the fee will raise approximately \$231,000. The Planning and Budget Office confirms that the FY 2014 Preliminary Budget includes a reserve that could be used for the county match.

REQUIRED AUTHORIZATIONS: None.

NAMES, PHONE NUMBERS AND EMAIL ADDRESSES OF PERSONS WHO MIGHT BE AFFECTED BY OR BE INVOLVED WITH THIS REQUEST:

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Adrienne Yust, Analyst VI
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Email: Adrienne.Yust@co.travis.tx.us

ATTACHMENTS:

1. Travis County District Clerk, Schedule of Court Costs and Fees, http://www.co.travis.tx.us/district_clerk/fees.asp, downloaded February 14, 2013.
2. Travis County Attorney, Draft Resolution to Implement the Provisions of SB 1891, August 5, 2013.

CIVIL FEES

The District Clerk of Travis County provides this Schedule of Court Costs and Fees for your convenience. The filing fees for civil cases is authorized by several statutes and is comprised of the following fees.

District Courts Fee Schedule

Costs and Fees

TOTAL FEE FOR ORIGINAL PETITION – CIVIL, NON-FAMILY	\$ 252.00
--	------------------

Appellate Judicial System (22.2041, Gov Code)	\$ 5.00
Clerk's fee (51.317 Gov.)	\$ 50.00
Records Preservation fee (51.708 Gov.)	\$ 10.00
State fee (Sect 133.151 Loc. Gov.)	\$ 50.00
Court Reporter fee (51.601 Gov.)	\$ 15.00
Courthouse Security fee (291.007 Loc. Gov.)	\$ 5.00
Law Library fee (323.023 Loc. Gov.)	\$ 35.00
ADRS (152.004 Civ. Prac. & Rem.)	\$ 15.00
Indigent Legal fee (51.901 Gov.)	\$ 10.00
Judicial Pay Fund (133.154 Loc. Gov)	\$ 42.00
District Court Records Archive Fee (51.305 Gov)	\$ 5.00
Records Management Fee	\$ 10.00

Fees for other pleadings or services can be found within the Government Code, Local Government Code, Code of Criminal Procedure, and Family Code.

How to use the Schedule of Court Costs

Instructions for Calculating Fees

How often do fees change?

Statutory fees are generally changed every odd-numbered year when the Texas Legislature meets. Fees set by Commissioners' Court can be changed annually as part of the Travis County budget process.

Original Petitions

Charged when a new cause of action is filed

Original Petitions (Non-Family)

Registration of Foreign Judgment

Severed Cause of Action - Occupational License - Expunction - Non-Disclosure

1 - 10 Plaintiffs	\$ 252.00
11 - 25 Plaintiffs	\$ 277.00
26 - 100 Plaintiffs	\$ 302.00
101 - 500 Plaintiffs	\$ 327.00

STATE OF TEXAS

COUNTY OF TRAVIS

RESOLUTION OF THE COMMISSIONERS COURT

Pursuant to Section 51.709 of the TEXAS GOVERNMENT CODE, this COURT ORDERS and RESOLVES that:

1. It authorizes a fee of \$15 in each civil case filed in the district courts, probate courts and county courts of law in Travis County, beginning January 1, 2014.
2. For every dollar spent from the special account in the Travis County Treasury, as described in Section 51.709, and dedicated for the construction, renovation or improvement of the facilities that house the courts collecting the fee, Travis County shall spend one additional dollar of funds for the construction, renovation or improvement of such facilities from another account.
3. This fee shall continue to be collected until October 1, 2028, or until this Court rescinds the fee, or the State Legislature rescinds the authority to collect the fee.

ORDERED THIS _____ DAY OF _____ 2013.

TRAVIS COUNTY COMMISSIONERS COURT

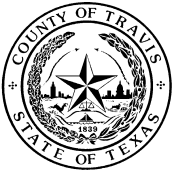
Samuel T. Biscoe, County Judge

Ron Davis
Commissioner, Precinct One

Bruce Todd
Commissioner, Precinct Two

Gerald Daugherty
Commissioner, Precinct Three

Margaret Gómez
Commissioner, Precinct Four



Travis County Commissioners Court Agenda Request

Meeting Date: August 13, 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.

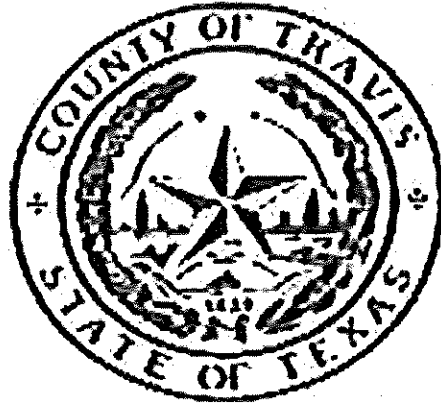
STAFF RECOMMENDATIONS:

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.

External Task Force Members (Rev. 4-18-13)

- **Floyd Akers (Comm. Davis)**
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- **Gregorio Casar (Comm. Eckhardt)**
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Alternates

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Internal Task Force Members

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- **Leslie Browder, County Executive, Planning Budget Office –**
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- **John Hille, County/District Attorney Division Director – (512)854-9513**
john.hille@co.travis.tx.us

**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: August 6, 2013

Prepared By: Sydnia Crosbie **Phone #:** (512) 854-7682

Division Director/Manager: Cynthia McDonald

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

Sponsoring Court Member: County Judge Samuel T. Biscoe

AGENDA LANGUAGE: Receive briefing on vehicle replacement costs for total loss vehicles

BACKGROUND/SUMMARY OF REQUEST:

On Tuesday, July 30, 2013, the Commissioners Court raised concerns about the increased costs to replace vehicles that have been deemed total losses. Judge Biscoe has asked that the Court be informed as to the reason for the increased costs. In addition, the Court requested that staff look into the possibility of the replacement vehicles being similar to the vehicle being replaced. (Because Ford Crown Victoria Police Interceptors are no longer being manufactured, the current practice is to replace them with Chevrolet Tahoes.)

STAFF RECOMMENDATIONS:

Continue purchasing Chevrolet Tahoes for TCSO patrol vehicles.

ISSUES AND OPPORTUNITIES:

Cost Comparison for Law Enforcement Vehicle

	Vehicle Cost	Equipment Cost	Total Cost
FY13 Tahoe	\$27,240	\$17,748	\$44,988
FY12 Tahoe	\$26,700	\$19,372	\$46,072
FY11 Crown Victoria	\$24,344	\$11,406	\$35,750

In 2011, Ford discontinued manufacturing the Crown Victoria used by TCSO as the primary patrol vehicle. A committee comprised of members from TNR and TCSO analyzed the vehicle choices available at the time and recommended the Chevrolet Tahoe for the following reasons:

- Comparable price – The sedan replacing the Crown Victoria was selling for \$24,500 and the Tahoe for \$25,000.
- Interior space – The replacement sedans were all smaller in size than a Crown Victoria. This would make it difficult to fit all of the required equipment in a

smaller unit along with a prisoner. It was recommended that a larger unit be purchased and the Tahoe was the cheapest of the larger options.

- Proven track record – With the exception of the Tahoe, all the other options were new models that did not have a track record of being used successfully for patrol.
- Ground clearance – Due to the terrain of the areas TCSO patrols, greater ground clearance was needed. The replacement sedans did not meet this requirement.

Although the vehicle prices were similar, there were a few additional costs incurred by selecting the Tahoe. In addition to the standard equipment purchased for a Crown Victoria, additional lights (\$1,000), a cage (\$300) and a storage vault (\$1,800) are required in a Tahoe. Those costs total approximately \$3,100.

Simultaneously, Travis County changed its purchasing method due to revisions in the rules for capitalizing equipment. Purchases and installation of the equipment was done piecemeal by a few vendors in the past. Beginning in FY12, a completely rigged out vehicle is purchased at an additional cost of approximately \$3,000 - \$4,500 per vehicle. However, the entire vehicle is able to be capitalized instead of incurring costs in the General Fund.

FISCAL IMPACT AND SOURCE OF FUNDING:

ATTACHMENTS/EXHIBITS:

N/A

REQUIRED AUTHORIZATIONS:

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

CC:

: :
0101 - Administrative -



Travis County Commissioners Court Agenda Request

Meeting Date: August 13, 2013

Prepared By/Phone Number: Michelle Brinkman (854-9581)

Elected/Appointed Official/Dept. Head: Amalia Rodriguez-Mendoza

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING TRAVIS COUNTY DISTRICT CLERK'S PROPOSED RECORDS MANAGEMENT PLAN FOR FISCAL YEAR 2014:

- A. SETTING THE PUBLIC HEARING ON SEPTEMBER 10, 2013 FOR THE DISTRICT CLERK TO RECEIVE COMMENTS REGARDING THE FISCAL YEAR 2014 TRAVIS COUNTY DISTRICT CLERK'S RECORDS MANAGEMENT PLAN; AND
- B. PUBLISH THE APPROPRIATE NOTICE AS REQUIRED BY SECTION 51.305 OF THE TEXAS GOVERNMENT CODE.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The District Court Records Archive Fee and District Court Records Technology Fund are authorized in Texas Government Code 51.305(b) and 51.305(c), respectively. Section 51.305(d) requires the authorized fee to be used for "the preservation and restoration services of the district court records archive." This section states, "The district clerk shall prepare an annual written plan for funding the preservation and restoration of the district court's records archive. The district clerk is to prepare an annual written plan for use of this fund. The Commissioners Court is required to hold a public hearing on this plan and to publish notice of such hearing in a newspaper no later than 15 days prior to the hearing. Noticed will be published on August 23rd for a September 10th hearing date.

STAFF RECOMMENDATIONS:

To approve setting the public hearing and publication notice.

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

REQUIRED AUTHORIZATIONS:



Travis County Commissioners Court Agenda Request

Meeting Date: August 13, 2013

Prepared By/Phone Number: Shawn Malone/854-7627

Elected/Appointed Official/Dept. Head: Steven Broberg, Director, RMCR
854-9575

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON SIXTH ANNUAL TRAVIS COUNTY HISTORY DAY, OCT. 25, 2013

BACKGROUND/SUMMARY OF REQUEST:

The theme for this year's History Day will be "Travis County Law Enforcement." Speakers will include Doyne Bailey, who served as Travis County Sheriff from 1981-1992, and Mike Cox, former Austin American Statesman reporter and author.

To develop and execute an event plan, and to produce the content for the day's program, a committee similar to those of prior years is recommended. Archivist Christy Moilanen and Constable 5 historian Leslie Pool have volunteered to serve again. Others ready to serve include members of the Travis County Historical Commission and representatives from the County Sheriff's Office, County Clerk's Office, RMCR, ITS & FMD. The committee will be supported by liaisons from the Austin History Center and the Austin Bar Association.

STAFF RECOMMENDATION:

Approve date (Friday, October 25, 2013), and location (700 Lavaca Street) for the 6th Annual Travis County History Day.

ISSUES AND OPPORTUNITIES:

In the six years since its inception, Travis County History Day has proven to be a wonderful opportunity to learn about and to celebrate unique aspects of our rich history. Past events have covered topics such as the Heman

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

Marion Sweatt Travis County Courthouse, early settlement of the area, current and former elected officials, and changes in the county from early days to present day. The theme for this year's event is the history of Travis County law enforcement. Law enforcement has played an important role in the development of Travis County, from the lawless days of the frontier to the present. Sheriffs and Constables have long histories that extend far beyond the establishment of Travis County, and this history, as well as those who have served in these offices, will be explored.

A short program will begin at 10:15, followed by a reception. Travis County Commissioner Margaret Gómez will serve as Master of Ceremonies. Historical photographs, documents and artifacts will be on display, including photographs from the collections of the Austin History Center, records from the Travis County Archives, and artifacts from the Travis County Sheriff's Office and the personal collections of Chief Deputy Jim Sylvester. Many thanks are owed to Chief Sylvester, who has done extensive research on the history of the Sheriff's Office over the years.

All county officials, employees and the public are welcome to attend this special occasion. Travis County History Day is sponsored by the Austin Bar Association, Austin History Center, Travis County Archives, and the Travis County Historical Commission.

FISCAL IMPACT AND SOURCE OF FUNDING:

History Day expenses will be related to educational/informational displays. They can be absorbed within the existing budgets of the RMCR Department and the Travis County Historical Commission.

REQUIRED AUTHORIZATIONS:

None required.



Travis County Commissioners Court Agenda Request

Meeting Date: August 13, 2013

Prepared By: Jose Luis Arriaga **Phone #:** (512) 854-7562

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

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

Sponsoring Court Member: County Judge Samuel T. Biscoe

AGENDA LANGUAGE: Consider and take appropriate action on a Preliminary Plan: Sunshine RV Park Preliminary Plan - 9301 Hog Eye Road - 12 Total Lots - 1 Commercial Lot, 11 Single Family and Detention Lots - City of Austin's 2-Mile ETJ.

BACKGROUND/SUMMARY OF REQUEST:

Applicant is proposing a preliminary plan consisting of 12 total lots: 1 commercial lot and 11 single family and detention lots on 26.92 acres. Water and wastewater services will be provided by the City of Austin. There are no public streets being proposed by this subdivision. Access to the proposed RV park will be via Hog Eye Road, a Travis County maintained roadway. The property is located in the City of Austin 2-Mile ETJ.

STAFF RECOMMENDATIONS:

As this preliminary plan meets all Title 30 requirements and has been approved by the City of Austin's Zoning and Platting Commission, TNR staff recommends approval.

ISSUES AND OPPORTUNITIES:

Restrictions on the regulation of land use:

Among other prohibitions, Section 212.003 of Texas Local Government prohibits the city and the county from regulating land uses, lot size, density, height and building coverage in the ETJ. Accordingly, in the ETJ, as elsewhere in the county, there are no land use controls that can be imposed by either the city or the county, and the county has no zoning regulations.

In the county, there are two uses that may be identified on a final plat: "Single-Family" and "Other." "Other" can mean commercial, retail, multi-family, office and industrial, and essentially any use that is not single-family residential.

Transportation:

Public transportation is not available in the county. There are no sidewalks along Hog Eye Road, and the applicant has informed staff that the RV park will be fenced along the entire perimeter of the property.

Schools and Emergency Services:

The closest school is Oak Meadows Elementary School located approximately one mile to the southwest of this property on Decker Lane. As part of the review process, the local school district was sent a copy of the proposed preliminary plan for input, review and comment. Staff has not received any comments from the school district.

The closest fire station is located approximately 1.25 miles away on Wentworth Drive near Loyola Lane.

Community interest:

Staff has received several calls and inquiries from adjacent property owners and some representatives of adjacent neighborhood associations who are both in support and in opposition. There were approximately 60-80 people who attended the City of Austin's Zoning and Platting Commission public hearing on July 16, 2013 who spoke both in favor and against the application. Please see attached petition regarding opposition to the proposal.

Public Notification:

As per Title 30 public notification requirements, a notice was sent to all City of Austin utility account holders within 500 feet of the proposed development, and registered environmental and homeowner's associations. In addition, the applicant also sent the county's non-residential notice to all registered neighborhood and homeowner's associations within 1000 feet of the proposed development, the local emergency services district, and Travis County Fire Marshal. The notice described the development including the proposed land use (copy attached).

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

ATTACHMENTS/EXHIBITS:

Location Map
Preliminary Plan
Precinct Map
Petition

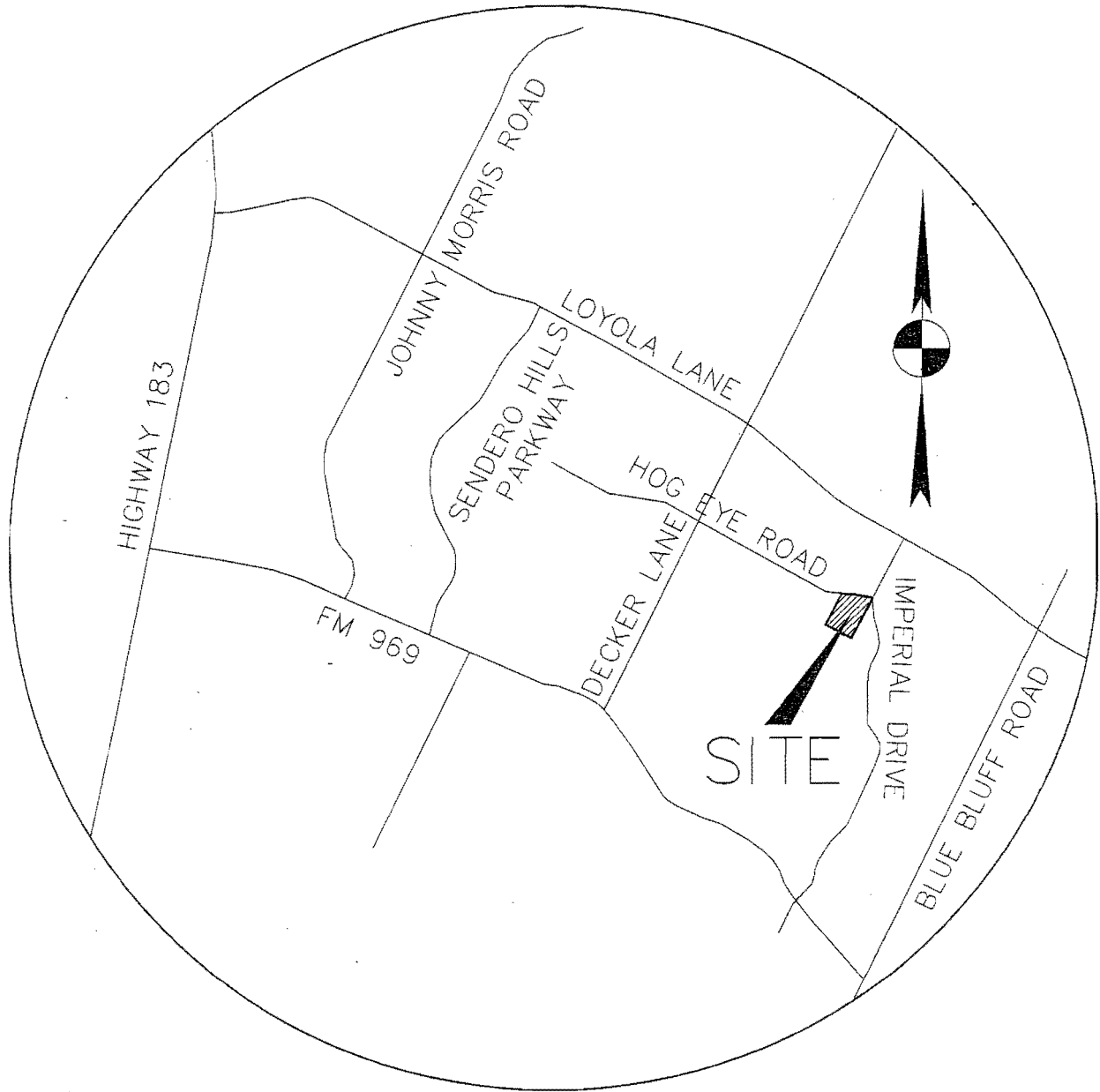
REQUIRED AUTHORIZATIONS:

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

CC:

SM:AB:ja

1101 - Development Services Long Range Planning - Sunshine RV Park Preliminary Plan



Bury+Partners

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SUNSHINE RV PARK PRELIMINARY PLAN

JD EQUITY, LP

VICINITY MAP

DATE: 03/12/2012

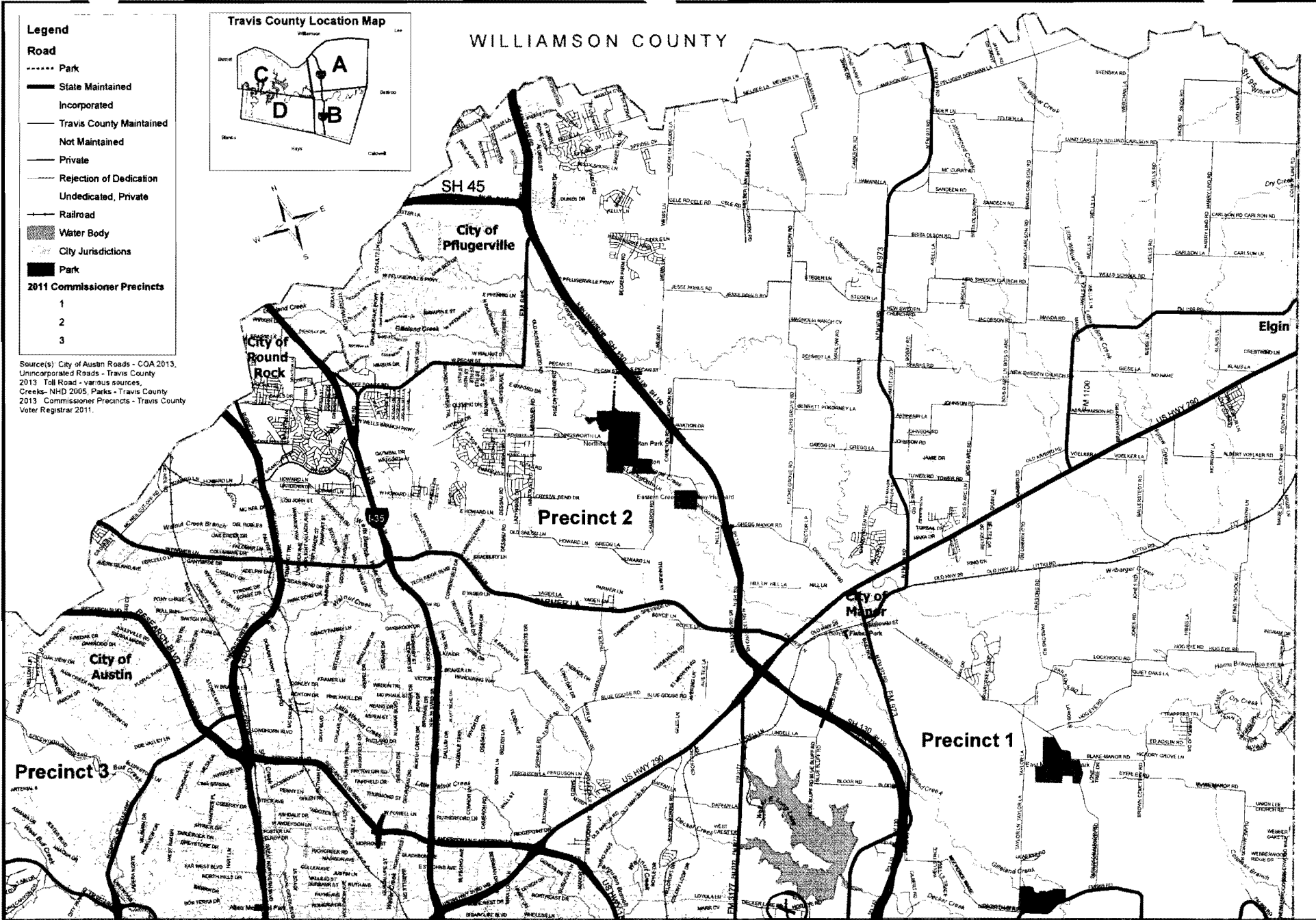
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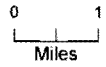
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Precinct 1



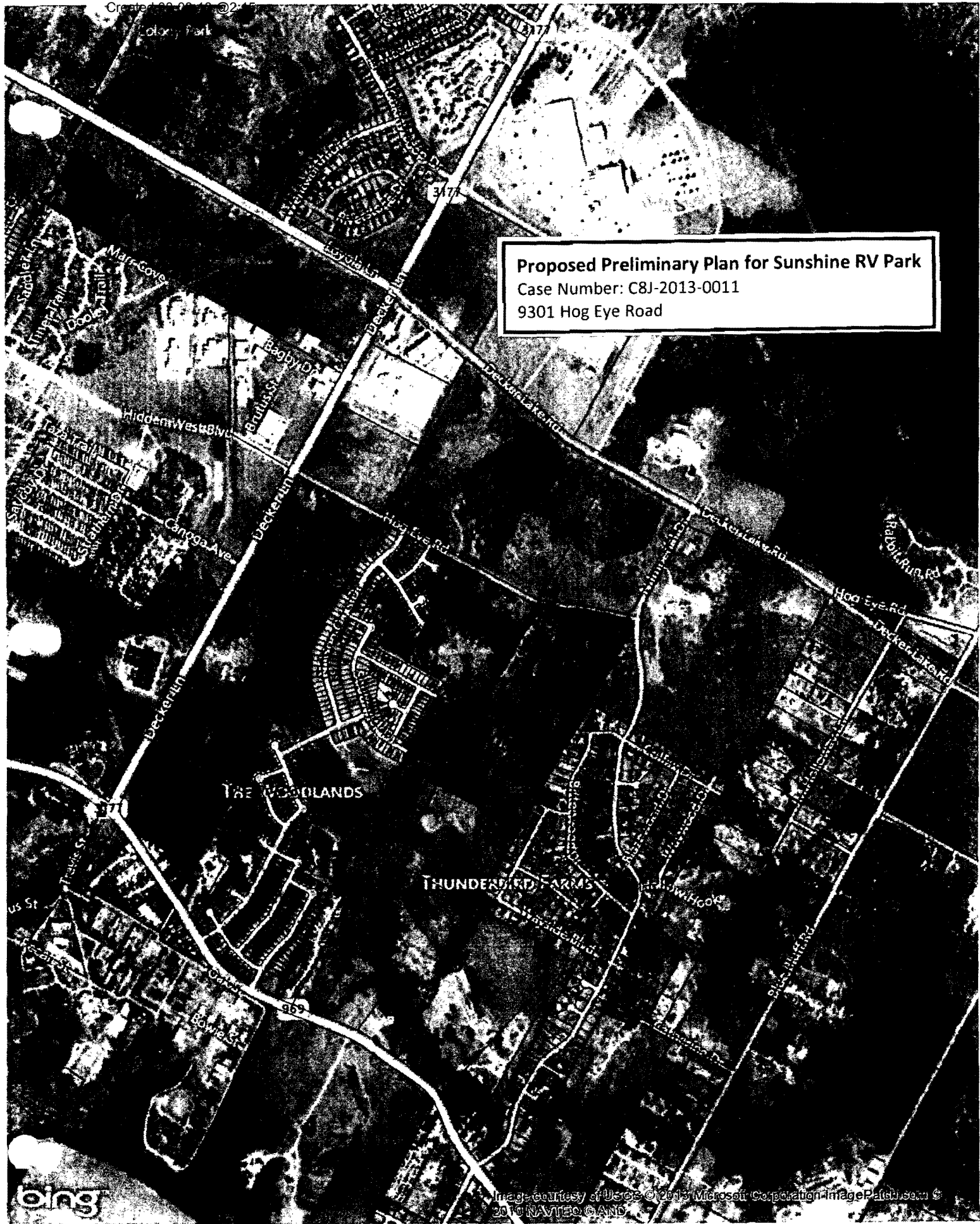
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Travis County has produced this product 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

Subject Tract



Proposed Preliminary Plan for Sunshine RV Park
Case Number: C8J-2013-0011
9301 Hog Eye Road

To: Joe Arriaga Case Manager for C8J-2013-0011.1A

CC: Betty Baker, Patricia Seeger, Gabriel Rojas, Cynthia Banks, Jason Meeker, Sean Compton, Rahm McDaniel,

From: Tony Federico HOA Resident Representative for Woodland Hills Austin TX 78724

On July 2nd I submitted a Petition from Residents here at Woodland Hills opposing Sunshine RV Park case # C8J-2013-0011.1A. There were 129 Signatures on this Petition opposing this Development.

There is another Petition that has been circulating as well in opposition to the Sunshine RV Park and a total of 252 signatures are on this additional Petition, the source is from change.org. There are several Residents that have signed both the original hand written Petition and the online petition both. I have taken this into account and have subtracted the duplicates. There are now an additional 209 Petition signatures I am submitting to you tonight. This makes up a total of 338 Petition signatures in opposition to Sunshine RV Park and the number is still growing. The link is pasted below

http://www.change.org/petitions/austin-city-council-austin-zoning-and-platting-commission-stop-the-development-of-the-homeless-rv-park-at-9301-hogeye-rd-atx-78724?utm_source=guides&utm_medium=email&utm_campaign=petition_created

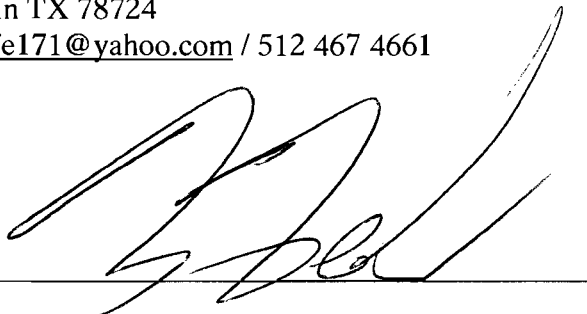
Approximately 75% of the additional 209 signatures are from Woodland Hills, the remaining 25% are from the surrounding area and elsewhere.

We have now a clear picture of how much of a negative impact this has had on our Community already and the surrounding area not to mention the how extremely negative this would be viewed once it is approved. I am asking you on behalf of the majority of Residents here at Woodland Hills and myself to protect us from this Development and deny the application for the Sunshine RV Park.

By this application being denied it will not just provide a positive outlook on our Community but others as well along with Businesses & surrounding area. Austin TX needs to have it's existing Communities protected and in turn this will create positive Development as we grow Eastward.

Tony Federico: HOA Resident Representative for Woodland Hills Austin TX 78724
5825 Nelson Oaks
Austin TX 78724
tonyfe171@yahoo.com / 512 467 4661

X _____



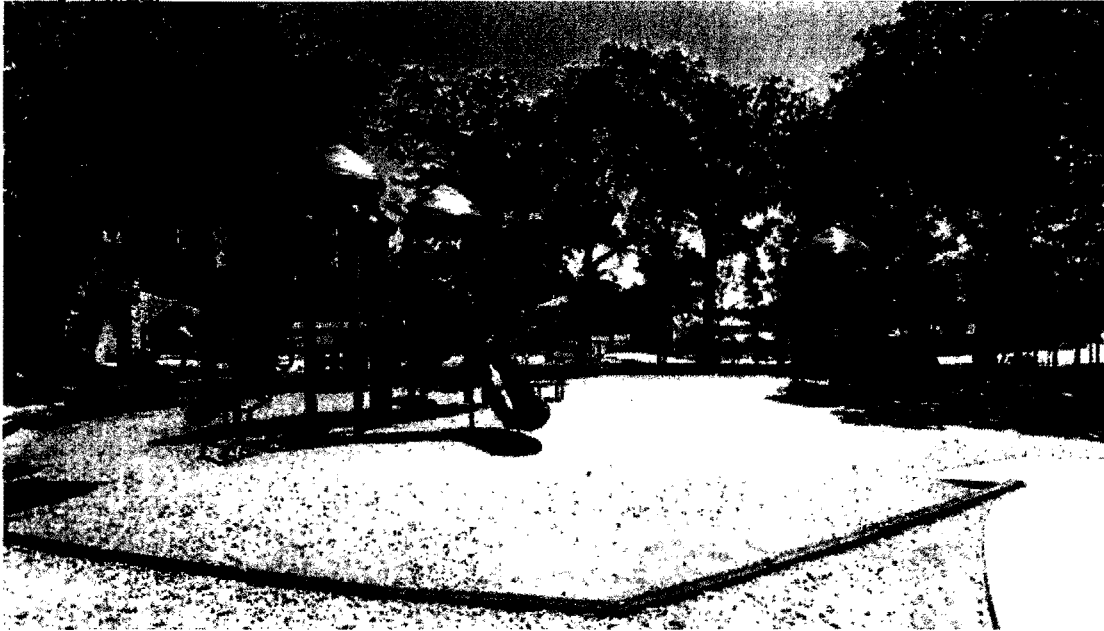
July 16, 2013

- 1. [change.org](#)
 - 2. [Start a petition](#)
 - 3. [Browse with 257 supporters](#)
 - 4. [Search](#)
- 243 NEEDED

Share on Facebook

1. [Login or Sign Up](#)

• [Tweet](#)



dated on this

- [Petitioning The TX State Senate](#)

This petition will be delivered to:

The TX State Senate
The TX State House
Texas-051
State Rep. Eddie Rodriguez
Texas-014
State Sen. Kirk Watson
Chair, Austin Zoning and Platting Commission
Betty Baker
Vice-Chair, Austin Zoning & Platting Commission
Patricia Seeger
Justice of the Peace
Yvonne Williams
CONGRESSIONAL DISTRICT 35
Lloyd Doggett

Austin City Council / Austin Zoning and Platting Commission: Stop the development of

To:

Betty Baker, Gabriel Rojas, Cynthia Banks, Jason Meeker, Patricia Seeger,
Sean Compton, Rahm McDaniel.

Subject: Resident Petition against the Sunshine RV Park / C8J-2013-0011.1A

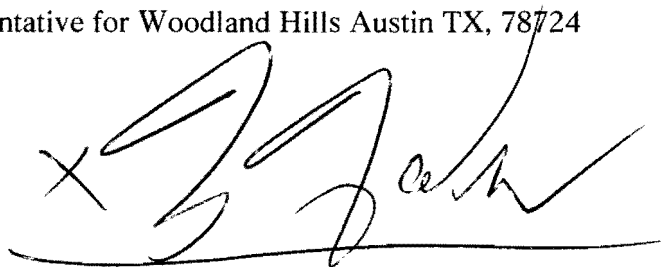
I am Tony Federico the HOA Resident Representative for the Woodland Hills Community located in East Austin, 78724. Please see the attached letter written to Betty Baker on June 18th, I felt it correct to provide this letter to all of you along with a signed Petition by Residents here at Woodlands opposing the "Sunshine RV Park". The case number is C8J-2013.0011.1A, my understanding now is that this also may be possibly related to C8J-2013-0056 as well.

This proposed Development is not just an RV Park but has another agenda of providing housing for those who currently do not have a place to live (Homeless). This would be a mixture of different types of people that do not currently have housing. A portion of these people would be classified as Chronically Homeless, This development is adjacent to our Community and part of this is **directly** adjacent being China Rose Street. There are Homes that have already built on this street and are still being built now, Woodland Hills is completely with in the Austin TX City Limits.

Since my letter to Betty Baker on June 18th I have been informed that some additional improvements may be in the works for the Development but there is still the primary agenda of housing these Residents and there would be no curfew so to speak and many Residents do not have any concerns with a "RV Park" but are in fact very concerned that this will affect there Homes & Community in a very negative way with the Residents have proposed to live there. I would like to ask on behalf of Residents here at Woodland Hills for all to read the letter written to Betty Baker and review the Petition and deny the Development for Single-Family Residential & Commercial being proposed being that this is in the 2 mile ETJ zone.

Thank you, 07/02/2013

Tony Federico HOA Resident Representative for Woodland Hills Austin TX, 78724
5825 Nelson Oaks
Austin TX, 78724
tonyfe171@yahoo.com / 512 467 4661



THERE ARE 129 RESIDENT SIGNATURES
ON THE PETITION

To: Betty Baker
Chair for the Zoning and Plating Commission
301 W 2nd Street
Austin TX 78701

Betty, I am Tony Federico the Resident HOA Representative for the Woodland Hills Community in East Austin TX. The reason I am writing you is because Mobile Loaves & Fishes has submitted an application for development the "Sunshine RV Park" Case number C8J-2013-0011.1A. Are Community here at Woodland Hills which is in the Austin City Limits have extreme concerns about this proposed development and feel this is a huge danger to are Community here and Oppose this.

The primary reason for this proposed development is not to have an Single-Family Residential Commercial RV Park that would benefit our Community here at Woodland Hills and the surrounding area, but to provide a Homeless shelter eventually using 225 used RV's that have no air conditioning or heating. This proposed development is adjacent to are Community here at Woodland Hills and Residents here at Woodland Hills are aware of a Public hearing coming up soon with the Zoning and Plating Commission on July 2nd 2013. Betty, if this Homeless RV Park is allowed to be developed this will be absolutely crushing to are Community here at Woodland Hills are everyday lively hood will be changed over night and we do not want this here. This is a huge danger to are Families and Children and we oppose this and know that this is in fact an ETJ violation. This would allow a Homeless shelter to be put directly adjacent to an established Residential Community for 6 plus years now also Homes are still being built here. We know that the application submitted has no mention what so ever of an Homeless RV Park, we know here that Mobile Loaves & Fishes has intentionally submitted there application in the guise of and RV Park to take advantage of the technicality of being in the County not the City Limits. After they get the RV Park approved they then plan to interject a Homeless Community, ETJ clearly specifies that the City can Exercise ETJ note "The ETJ enables the City to extend regulations to adjacent land where development can affect quality of life with in the City". During the Public hearing I will be there and will ask you along with the Zoning & Plating Commission to exercise ETJ and deny this application being that this is an direct conflict of an existing Residential Community that is completely with in the Austin City Limits. I have written Lloyd Doggett a letter as well informing him of this and asking for his help in getting this opposed. Are Community here at Woodland Hills is with in District 35. We here at Woodland Hills also soon plan to contact an Attorney, we do not know all the technical legal details but know in general this is deceptive and we have in fact have already been in touch with the Media expressing our legal rights and concerns for the safety of our Community here at Woodland Hills.

Betty, we here at Woodland Hills have no flexibility as to what we can do if this gets approved in the guise of an RV Park, we can not move our Community. Mobile Loaves & Fishes do have flexibility and if they wish to do this it should **NOT** be interjected adjacent to an established Residential Community with in the Austin TX. City Limits anywhere regardless of weather or not it is in the County. The Correct decision is for them to go outside the 2 mile ETJ zone and then re propose there development. They also should not be allowed to proposed this under the guise of an Single-Family Residential Commercial RV park, even though what they propose is in the County it needs to clearly be disclosed that the primary development is a Homeless shelter, not an a RV Park or any other reference either. A Homeless shelter here is not of sound mind and should be allowed here.

Tony Federico HOA Resident HOA Representative for the Woodland Hills Community
5825 Nelson Oaks
Austin TX 78724
512 467 4661 / tonyfe171@yahoo.com

3

[Handwritten signature]

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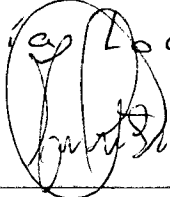

Voting Ledger for proposed Homeless RV Park on Hog Eye Rd. 06/02/13

Name & Signature	Address	Yes	No
Tony Federico <i>[Signature]</i>	5325 NELSON OAKS APTS TX 78724		✓
Julie Walker <i>[Signature]</i>	"		✓
Don Ambrose <i>[Signature]</i>	5213 Park at Woodlands dr.		✓
Steven Brown	5821 Nelson Oak		✓
Azura Brown			
NEIL COOK WENDY COOK	3304 8911 China Rose Dr.		✓
Kristina Alexander	9001 Spiceland Cir.		✓
Jose Reyes Brenda Sanchez	5901 Nelson Oak Dr		✓
Luz Reyna Miguel Padrón	9009 Elfen Cove		✓
Phyllis Woodell WOODY SKIBA	9001 China Rose " " "		✓

Voting Ledger for proposed Homeless RV Park on Hog Eye Rd. 06/02/13

Name & Signature	Address	Yes	No
Mara P. Ocampo Maria Ocampo Vanessa Mendez Vanessa M	9013 Effen Cv		✓ PAC
Crazie Martinez C. Murry CASEY BOWEN CBR	9013 Spiceland Cir. 9021 Southwick		✓ ✓ R&L
Nayme Rubio Jonathan Sholtis Eloria Salazar	5121 English Glade Dr. 9021 Southwicks Dr 5228 English Glade		✓ PAC ✓ PAC
Coral Frenz Eric Casas Andrew Ellison	6000 Nelson Oaks Dr 5112 English Glade Dr 5112 English Glade Dr		✓ ✓ ✓
Michelle Chapman Esmeralda Vera Alfredo Vera	5117 GLOWING STAR (UNDER CONSTRUCTION) 5801 Berryline Way (512-736-3366) 5801 "		✓ ✓ ✓
Araceli Sanchez Ann B Lopez Alfredo Lopez Sr	5709 Berryline Way - 512-585-6279 9012 Quick Stream 512-619-2776 9012 Quick Stream 512-619-2758		✓ ✓ PAC ✓

Voting Ledger for proposed Homeless RV Park on Hog Eye Rd. 06/02/13

Name & Signature	Address	Yes	No
Benjamin Velazquez	Austin TX 5709 Nelson Oaks 78724		✓
RICHARD KINDRED JR 	8713 SOUTHWICK DR. AUSTIN, TX 78724		✓
Josh & Jessie Hu 	9000 China Rose Dr Austin TX 78724		✓
Talley Loaiza  (SP)	5321 English Glade Dr. Austin, TX 78724		✓
Jordan H. Spears 	5705 Nelson Oaks Dr. Austin, TX 78724		✓

Voting Ledger for proposed Homeless RV Park on Hog Eye Rd. 06/02/13

Name & Signature

Address

Yes

No

Voting Ledger for proposed Homeless RV Park on Hog Eye Rd. 06/02/13

Name & Signature	Address	Yes	No
<p>Linda Vias Linda Vias Jeremy Parker Jeremy Parker</p>	<p>6004 Elfenway 5617 Nelson Oaks Dr.</p>		<p>✓ ✓</p>
<p>Amy Parker Amy Parker</p>	<p>5617 Nelson Oaks Dr.</p>		<p>✓</p>
<p>Caren & Robert Billinghey</p>	<p>9001 Quich Stream Dr. Austin, TX - 78724 - 926-6601 blackmancaren@yahoo.com</p>		<p>✓</p>
<p>LYMAN GRANT Lyman Grant</p>	<p>9029 Sun Shower Bend Austin TX 78724 lgrant@Austincc.edu</p>		<p>✓</p>
<p>Dennis Dannels Rachel BANACKA Melady Dannels (Contracted to bid at 9216 China Rose)</p>	<p>815 West Slaughter Ln Apt 135 Austin, TX 78748 Dennis.Dannels@gmail.com</p>		<p>✓</p>

Voting Ledger for proposed Homeless RV Park on Hog Eye Rd. 06/02/13

Name & Signature	Address	Yes	No
Michelle Tooley (Br) 726 1695 <i>M Tooley</i> Delette Munganga NATOLE SERUSHAGO	9004 Sun Shower Bend Austin TX 5609 Nelson OAK DR Austin TX 5609 " " "		✓ PAC ✓ ✓
Thais Maldonado	9001 Postville Dr " "		✓
JACQUELINE BURCH	9020 Southwich Dr.		✓
Lisa Birkeland <i>Lisa Birkeland</i>	5824 Nelson Oak Dr. Austin, TX 78724		X
Bob Gasparino <i>Bob Gasparino</i>	8929 China Rose Dr ATX 78724		✓
Joka Thomas <i>Joka Thomas</i>	5700 Elk Xing Austin, TX 78724		✓
Kat Messina <i>Kat Messina</i> Lane Messina <i>Lane Messina</i>	5809 Berryline Way, Austin, TX 78724		✓ ✓

Voting Ledger for proposed Homeless RV Park on Hog Eye Rd. 06/02/13



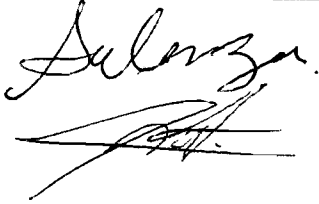
Name & Signature

Address

Yes

No

Voting Ledger for proposed Homeless RV Park on Hog Eye Rd. 06/02/13

Name & Signature	Address	Yes	No
Linda Vias	6004 Effen Way		X
Carlos C Ruedas Delia J Ruedas	9005 Spiceland Cr. CRUEDAS 495@gmail.com 512-743-6225		X
Kim Shelley 	5121 Park at Woodlands 512-466-8701		X
Michael & Adrianna Ramirez 	5113 Park at Woodlands Dr mike_20ramirez@yahoo.com (512) 431-0628		X
	9020 Effen Cove 9020 ELFEN COVE 512-423-9988		X X

2


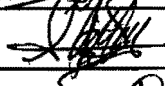

Voting Ledger for proposed Homeless RV Park on Hog Eye Rd. 06/02/13

Name & Signature	Address	Yes	No
Laura Gardog	5113 Barton Woods Bend Austin, TX 78724		✓ P.A.C.
Michael A. Soza	(512) 785-9994		✓ P.A.C.
Amanda Kotterman De'Marcus Gray	8816 Southwreck DR Austin TX 78724		✓ ✓ ✓
Arene Borgsteadt	" " " 512-9091215		
Barbara Gray	5201 Nelson Oak Austin TX 78724		✓
Tamitha Blackmon 9112 Postvine Dr. 512.297.7101	➔		✓ P.A.C.
Ada Medlin Ada Medlin 210 685-8308	9116 Postvine Dr. Austin TX 78724		✓ PAC

Nota para El Libro Mayor Propuesto, Parque de RV sin Hogar en Hog Eye Rd.

Detener un Programa de Personas sin Hogar Roto En nuestros Patios traseros.

Contratar!!!! Hablar Alto!!!! Ser Escuchado!!!!

Nombre & Firma	Direccion	SI	No
Edith L. Rayón Barrueta 	9802 Monarch Ln		X
Cesar Zamata 	9802 Monarch Ln		X
Rafael Hernandez 	9802 Monarch Ln		X
Ortanel Yora	9800 Monarch Ln		X
Eusebio Vera	9800 Monarch		X
Lina Chuecos	5503 LARCHBROOK		X
Jose Mendoza	5503 LARCHBROOK		X
Gerardo Ruiz	4801 Imperial dr.		X

Noting Ledger for proposed Homeless RV Park On Hog Eye Rd.

Halt a Broken Homeless Program In Our Back Yards.

Sign up!!!! Speak up!!!! Be Heard!!!!

Name	&	Signature	Address	Yes	No
Irma del Rio		Irma del Rio	9609 Wayside		✓
Cynthia Del Rio		Cynthia Del Rio	9609 Wayside		✓
David Tinoco		David Tinoco	9609 wayside		✓
Pedro Del Rio		Pedro Del Rio	9609 wayside		✓
Francisco Estrada		Francisco Estrada	9609 n 11		✓
Carle Hodge		Pearlie Halge	9706 Wayside		✓
Derrick Davis		[Signature]	9804 Wayside		✓
José A Lopez		[Signature]	9807 way side Blvd		✓
ROSELIA AVILES		ROSELIA AVILES	9904 way side blvd		✓
El Pego Miranda		El Pego Miranda	9904 way side blvd		✓
Michael Logan		[Signature]	5406 N Imperial dr		✓
Bina Duffy		[Signature]	5406 N. Imperial Dr.		✓
HOUI SO MARTINEZ		[Signature]	5406 Imperial Dr		✓
IRMA LOPEZ		[Signature]	5500 N IMPERIAL DR.		✓
RICHARD ROSALES		[Signature]	5500 N. IMPERIAL DR		✓
Diana Malett		[Signature]	5002 N. Imperial Dr		✓
Cruz Benites		[Signature]	1705 W. 6th Street		✓
Maurice Benites		[Signature]	170 E. 6th Street		✓

Voting Ledger for proposed Homeless RV Park On Hog Eye Rd.**Halt a Broken Homeless Program In Our Back Yards.****Sign up!!!! Speak up!!!! Be Heard!!!!**

Name	&	Signature	Address	Yes	No
Moses Gonzales		<i>Moses Gonzales</i>	5003 N Imperial Dr		✓
Jenny Castro		<i>Jenny Castro</i>	5003 Imperial Dr. 78124		✓
Jesus Garcia		<i>Jesus Garcia</i>	10001 Imperial Court	✗	✓
Angie B. Bedford		<i>Angie B. Bedford</i>	5008 Imperial Dr		✓
Celia Navarro		<i>Celia Navarro</i>	510 Imperial Dr		✓
Lucia E. Mendez		<i>Lucia E. Mendez</i>	5102 Imperial Dr.		✓
J.V. Garcia		<i>J.V. Garcia</i>	5102 Imperial Dr		✓
Moses Stefan		<i>Moses Stefan</i>	5205 Imperial Dr		✓
Melina Gomez		<i>Melina Gomez</i>	5211 W. Imperial		
Donnelly		<i>Donnelly</i>	5211 N. Imperial Dr		✓
FRISCILLA TORRES		<i>FRISCILLA TORRES</i>	5211 Imperial Dr		✓
Mildred Maxwell		<i>Mildred Maxwell</i>	5605 Waywood Dr		
Samuel Maxwell		<i>Samuel Maxwell</i>	5703 Waywood Dr		✓
Osely Chalgoral		<i>Osely Chalgoral</i>	5703 Waywood		✓
Jerlin Garcia		<i>Jerlin Garcia</i>	9983 Colfax Dr.		✓
Lawrence Mendez		<i>Lawrence Mendez</i>	9707 Colfax Dr		✓
Mary Fabian		<i>Mary Fabian</i>	5005 N. Imperial Dr		✓
Martin Morales		<i>Martin Morales</i>	5005 N. Imperial Dr.		✓
Richelle Heath		<i>Richelle Heath</i>	9804 Monarch Ln		✓

IMPERIAL VALLEY NEIGHBORHOOD ASSOCIATION (IVNA)

Map [http://ftp.ci.austin.tx.us/GIS-Data/Regional/community_registry/maps/community_registry_map_1195.pdf]
Tex Nonprofit Charter 400688401 Founded 5-31-77, Uphold Property Title Covenant Restrictions IRS 74-2935680 Surveyed June 1970
East Travis County Development Plan see <http://dialoguenakers.org/ivna/developmentplan2.html>
512.828.9778.imperialvalleyva@gmail.com, Box 1156, Austin TX 78617, c/o 9704 Monarch Ln Austin TX 78724-5840

July 16, 2013

To: Betty Baker Chair for the Zoning & Platting Commission
Joe Arriaga Case Manager for C8J-2013-0011.1A

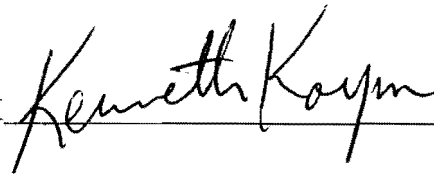
CC: Patricia Seeger, Gabriel Rojas, Cynthia Banks, Jason Meeker, Rahm McDaniel,
Sean Compton

I am Kenneth Koym, President of the Imperial Valley Neighborhood Association founded in by Janie Garcia in 1970, then and now 92 percent lying in Travis County 78724.

Imperial Valley neighbors provide you ~~106~~⁴¹¹ signatures on Petition that opposes the Sunshine RV Park at 9301 Hog Eye Rd. This RV Park is a complete desecration to Imperial Valley and the surrounding area.

The ~~106~~⁴¹¹ plus Petition signatures from Imperial Valley submitted to you tonight and the number of people here that are willing to sign in opposition has not stopped. We do not want this here and I am asking you to deny this Development of housing Homeless people in Used RV's and tent shelters. This is a solution to nothing, just a new problem that would fester for decades.

Kenneth Koym
President, Imperial Valley Neighborhood Association – Travis County 78724
9704 Monarch Lane
Austin TX 78724

X  _____

July 16th 2013

"Mayor & Judge Save Imperial & Woodland Hills dwellers"

By **Kenneth Koym, Prez & MoveOn Member** (Contact)

To be delivered to: Hon Lee Leffingweld, Mayor CoA and Hon Judge Biscoe, Judge Travis County

Stop the oppressively proposal to put homeless in old trailers and nudge dwellers to move. It wrongfully marginalizes far East Austin City/County dwellers with a chronic non-working program. Halt this. Do not kill multi-billion \$\$ drives to double this region's population base.

Petition Background

Imperial Valley neighborhood & FM969 Woodland Hills HOA residents are unprepared to support Austin's homeless right byside our homes. We have no jobs, bus lines, grocers, libraries, M.D. clinics, pubs, and Sheriff deputies don't protect our chilren. We can't fund downtown Austin needs nor bare demands that hurt families, property values and credit ratings. It's forced FOR SALE signs to go up. Texas Penal Code 39.03 (a)(2) defines this as oppression.

#12	fred petit	Jul 12, 2013	austin, TX
#11	Burnsteen Smith	Jul 10, 2013	Austin, TX
#10	Patricia King	Jul 10, 2013	Del Valle, TX
#9	Julian Deolloz	Jul 10, 2013	Austin, TX
I been living here for thirty years and property taxes go up and with little or no improvements, now this			
#8	PETE GONZALES	Jul 9, 2013	AUSTIN, TX
#7	Jesus Kevin Huitron I I	Jul 8, 2013	Austin, TX
#6	Minh Chau	Jul 8, 2013	Carrollton, TX
#5	Isela Galvan	Jul 8, 2013	Austin, TX
#4	Rafael Hernandez	Jul 7, 2013	Austin, TX
#3	jaime	Jul 7, 2013	Austin, TX

Previous petition signers

#2	Delwin D. Goss	Jul 7, 2013	Austin, TX
----	----------------	-------------	------------

Moving the chronically homeless to a part of Austin with no support services; isn't doing them any favors. It's just about protecting downtown monied interests

#1	Kenneth Koym, Prez & MoveOn Member
----	------------------------------------

Signatures

Name	Location	Date
Amy Parker	Austin, TX	2013-06-08
Chris Foster	Austin, TX, United States	2013-06-08
T V	Houston, TX, United States	2013-06-08
tammy salo	Conroe, TX, United States	2013-06-08
Kevin Muenchow	Katy, TX, United States	2013-06-08
Sarah McLaughlin	Austin, TX, United States	2013-06-08
Michael Couser	Austin, TX, United States	2013-06-08
Shannon Lamb	Leander, TX, United States	2013-06-08
Dana Cooper	Round Rock, TX, United States	2013-06-09
Laurie Siebenkas	Selden, NY, United States	2013-06-09
Philip Rohner	Austin, TX, United States	2013-06-09
Michelle Chapman	Austin, TX, United States	2013-06-09
Jim Chapman	Pflugerville, TX, United States	2013-06-09
Joi Whetstone	Austin, TX, United States	2013-06-09
Mary Hale	Pflugerville, TX, United States	2013-06-09
Eric Cooper	Round rock, TX, United States	2013-06-09
Scott Ritter	Austin, TX, United States	2013-06-09
Sonny Rush	Phoenix, AZ, United States	2013-06-09
Leah Ritter	Austin, TX, United States	2013-06-09
Joshua Wimberley's	Odessa, TX, United States	2013-06-09
Maggie Gryciuk	Selden, NY, United States	2013-06-09
Dennis Dannels	Austin, TX, United States	2013-06-09

Name	Location	Date
Rachel Banacka	Austin, TX, United States	2013-06-09
Sarah Hutchinson	Savannah, GA, United States	2013-06-09
Brenda Miertschin	Phoenix, AZ, United States	2013-06-09
Kathy Miertschin	Jasper, TX, United States	2013-06-09
Ronnie Miertschin	Phoenix, AZ, United States	2013-06-09
Angela Sorrell	San Antonio, TX, United States	2013-06-09
Carla Rush	San Antonio, TX, United States	2013-06-09
Talia Loaiza	Austin, TX, United States	2013-06-09
Yoka Thomas	Austin, TX, United States	2013-06-09
Jamel Thomas	Los Angeles, CA, United States	2013-06-09
Enrico de Leon	Austin, TX, United States	2013-06-09
Paul Du Bois	San Antonio, TX, United States	2013-06-09
Jeremy Parker	Austin, TX, United States	2013-06-09
Shelley Stone	San Antonio, TX, United States	2013-06-09
Linda Vias	Austin, TX, United States	2013-06-09
Adrienne Williams	Pflugerville, TX, United States	2013-06-09
Helen Lewis	Phoenix, AZ, United States	2013-06-09
Jonathan Smith	Austin, TX, United States	2013-06-09
Karen Phillips	Austin, TX, United States	2013-06-09
Kit Gray	Austin, TX, United States	2013-06-09
shedy berrios	jacksonville nc, NC, United States	2013-06-09
Ashlee Bushell	Austin, TX, United States	2013-06-09
Leslie Lloyd	Austin, TX, United States	2013-06-09

Name	Location	Date
Michael Bucklin	Austin, TX, United States	2013-06-09
Ryan Coons	San Diego, CA, United States	2013-06-09
Pauline Jacobson	Austin, TX, United States	2013-06-10
Lisa Knorra	Austin, TX, United States	2013-06-10
mary howe	Texas, TX, United States	2013-06-10
Jason Rother	Austin, TX, United States	2013-06-10
Lynn Cage	Austin, TX, United States	2013-06-10
Jacqueline Burck	Austin, TX, United States	2013-06-10
Kevin Wolter	Cedar Park, TX, United States	2013-06-10
RICHARD KINDRED	Austin, TX, United States	2013-06-10
Janice Williams	Austin, TX, United States	2013-06-10
Lisa Birkeland	Austin, TX, United States	2013-06-10
ben mills	pflugerville, TX, United States	2013-06-10
Peter Van Etten	austin, TX, United States	2013-06-10
Julia d'angelo	Round Rock, TX, United States	2013-06-10
Megan Fults	Austin, TX, United States	2013-06-10
Isela Galvan	Austin, TX, United States	2013-06-10
Claudia McNutt	Austin, TX, United States	2013-06-10
Joel Fults	Austin, TX, United States	2013-06-10
Nancy Macedo	Bastrop, TX, United States	2013-06-10
bob miller	Lubbock, TX, United States	2013-06-10
Victoria Harber	Austin, TX, United States	2013-06-10
Aura Ramirez	Austin, TX, United States	2013-06-10

Name	Location	Date
Kat Allison	Austin, TX, United States	2013-06-10
Jasmin Ulrich	Torrance, CA, United States	2013-06-10
Jennifer Delin	Phoenix, AZ, United States	2013-06-10
Sam Jackson	Kyle, TX, United States	2013-06-10
Donna Apodaca	Austin, TX, United States	2013-06-10
Katie Husband	Fareham, DC, United States	2013-06-10
Kathy Riffle	Austin, TX, United States	2013-06-10
Steven Lee	Austin, TX, United States	2013-06-10
Francine Rother	Austin, TX, United States	2013-06-10
Cassandra Quiroz Dungan	Austin, TX, United States	2013-06-10
Robert Gaspardino	Austin, TX, United States	2013-06-10
Melanie Leary	Austin, TX, United States	2013-06-10
Melvin Bibbs Jr.	Austin, TX, United States	2013-06-10
Christie Lee	Austin, TX, United States	2013-06-11
Mabel Loaiza	Hutto, TX, United States	2013-06-11
Andrew Dungan	Austin, TX, United States	2013-06-11
josiah Torres	Austin, TX, United States	2013-06-11
Diana Wright	Sugar Land, TX, United States	2013-06-11
Eric Orta	Austin, TX, United States	2013-06-11
Juanita Mizelle	Austin, TX, United States	2013-06-11
blanca dungan	Arlington, TX, United States	2013-06-11
Rosalinda Lopez	Austin, TX, United States	2013-06-11
mary tamayo	Austin, TX, United States	2013-06-11

Name	Location	Date
frank Quiroz	Sugar Land, TX, United States	2013-06-11
Joni Herrera	Austin, TX, United States	2013-06-11
Royce Barnett	Midlothian, TX, United States	2013-06-11
michele miller	Austin, TX, United States	2013-06-11
Deborah S.	Austin, TX, United States	2013-06-11
Rishonna Kindred	Austin, TX, United States	2013-06-11
marcus miller	Austin, TX, United States	2013-06-11
Andrew Ellison	Austin, TX, United States	2013-06-11
Armida Galvan	Cedar Park, TX, United States	2013-06-11
Jessica Anderson	Covington, LA, United States	2013-06-11
TIM EMO	AUSTIN, TX, United States	2013-06-11
Judy Marchman	Austin, TX, United States	2013-06-11
Lindsay Griffith	Splendora, TX, United States	2013-06-11
Jan Johnson	Phoenix, AZ, United States	2013-06-11
Jenna McLaughlin	Austin, TX, United States	2013-06-11
Catherine Barton	Austin, TX, United States	2013-06-12
Tiffany Hammond	Austin, TX, United States	2013-06-12
Doug Hammond	Austin, TX, United States	2013-06-12
██████████	Austin, TX, United States	2013-06-12
Shannon Croft	Austin, TX, United States	2013-06-12
Nancy Floyd	Austin, TX, United States	2013-06-12
A ██████████	Austin, TX, United States	2013-06-12
Colleen Waller	Austin, TX, United States	2013-06-12

Name	Location	Date
Deborah Toole	Eules, TX, United States	2013-06-13
Sue Dykes	Liberty Hill, TX, United States	2013-06-13
Patricia Fernos	Austin, TX, United States	2013-06-12
Rosa Davila	Austin, TX, United States	2013-06-12
[REDACTED]	Austin, TX, United States	2013-06-13
Allison Craig	Austin, TX, United States	2013-06-12
Carrie Claus	Austin, TX, United States	2013-06-12
Erin Young	Austin, TX, United States	2013-06-13
Marta McDougale	Austin, TX, United States	2013-06-12
Crail Bench	Austin, TX, United States	2013-06-12
Edward Van Ettem	Sioux City, IA, United States	2013-06-13
Jake Hatmacher	Westerville, OH, United States	2013-06-12
Jamie Doss	Evans, CO, United States	2013-06-12
Donald Harper	Dallas, TX, United States	2013-06-13
Daniel Brownstein	Beaufort, SC, United States	2013-06-12
Angeliki Hersley	Houston, TX, United States	2013-06-12
Michelle Cihla	Columbus, OH, United States	2013-06-13
Christina Hatmacher	Westerville, OH, United States	2013-06-13
JHON GUERRERO	Elizabeth, NJ, United States	2013-06-13
Elizabeth Cargle	Austin, TX, United States	2013-06-13
Kimberly Koechlin	Austin, TX, United States	2013-06-13
Pam Boland	Grovetown, GA, United States	2013-06-11
Julie Buchholz	austin, TX, United States	2013-06-14

Name	Location	Date
Heidi Hickman	Irving, TX, United States	2013-06-15
Sarah Parker	Austin, TX, United States	2013-06-15
Ryan Parker	Austin, TX, United States	2013-06-15
Mary Parker	Kingsville, TX, United States	2013-06-15
Jason Soliz	Austin, TX, United States	2013-06-15
v denny	austin, TX, United States	2013-06-15
Emilio DeLuna	Austin, TX, United States	2013-06-15
Heather Leonard	Austin, TX, United States	2013-06-15
Joseph Brasher	Austin, TX, United States	2013-06-15
Margaret Brasher	Austin, TX, United States	2013-06-15
Katon Morris	Austin, TX, United States	2013-06-15
Tony Feliberty	Austin, TX, United States	2013-06-15
Mathew Dalton	Austin, TX, United States	2013-06-15
Sarah Reuwsaat	Austin , TX, United States	2013-06-16
Patrick McMahon	Austin, TX, United States	2013-06-16
SukyI McMahon	Austin, TX, United States	2013-06-16
Kathryn McMahon	Austin, TX, United States	2013-06-16
Amanda Statham	Austin, TN, United States	2013-06-16
Lourdes Pyron	Austin, TX, United States	2013-06-16
Irma Balderas	Austin, TX, United States	2013-06-16
Donnie Lane	Austin, TX, United States	2013-06-16
Beau Mosley	Austin, TX, United States	2013-06-16
brandy pavelka	Marietta, GA, United States	2013-06-16

Name	Location	Date
George Emory	Fort Worth, TX, United States	2013-06-16
Jaime Cummins	Lewisville, TX, United States	2013-06-16
Colette Greene	Pflugerville, TX, United States	2013-06-16
Alicia Pulido	Austin, TX, United States	2013-06-16
Meredith Clark	Austin, TX, United States	2013-06-16
Caitlin Loe	Nacogdoches, TX, United States	2013-06-16
Keith Clark	Austin, TX, United States	2013-06-16
Donna Reneau	Jacksonville, TX, United States	2013-06-16
Calvin Newkirk	New Braunfels, TX, United States	2013-06-16
Joseph Espinosa	Austin, TX, United States	2013-06-16
Angela Dew	Maud, TX, United States	2013-06-16
Roy English	Rebecca, GA, United States	2013-06-16
Kim Morrow	Henderson, TX, United States	2013-06-16
Kimberly Spencer	Colorado Springs, CO, United States	2013-06-17
Ana-Jo Mounce	Austin, TX, United States	2013-06-17
Stephanie Rodriguez	Austin, TX, United States	2013-06-17
Nicole Fletcher	Leander, TX, United States	2013-06-17
La Quinta Swan	Austin, TX, United States	2013-06-17
Audrey Davis	Austin, TX, United States	2013-06-17
Koby Morris	Austin, TX, United States	2013-06-17
Michael Jochum	Austin, TX, United States	2013-06-17
Sylvia Bustos	Austin, TX, United States	2013-06-17
Michael Reuwsaat	Marana, AZ, United States	2013-06-17

Name	Location	Date
Linda Hill	Austin, TX, United States	2013-06-17
Matthew Sloben	Austin, TX, United States	2013-06-18
Jessica Murdter-Atkinson	Austin, TX, United States	2013-06-18
Stephen DiMarco	Austin, TX, United States	2013-06-18
Mario Exiga	Austin, TX, United States	2013-06-18
Teresa Martinez	Austin, TX, United States	2013-06-18
Coral Frenz	Austin, TX, United States	2013-06-19
kholood abushanab	austin, TX, United States	2013-06-19
David Queen	Austin, TX, United States	2013-06-20
Casey Etter	Killeen, TX, United States	2013-06-20
Virginia Minick	Vail, CO, United States	2013-06-20
Adam Babich	Austin, TX, United States	2013-06-20
Tammi Dorn	Missouri City, TX, United States	2013-06-20
Marcus Sandoval	Austin, TX, United States	2013-06-21
Gerald Quezada	Hutto, TX, United States	2013-06-21
Sona Holman	Austin, TX, United States	2013-06-21
Roberto Naranjo	Austin, TX, United States	2013-06-21
Mary Alice Barrientez	Corpus Christi, TX, United States	2013-06-21
Lori Kelly	Austin, TX, United States	2013-06-21
Kayla Hemingway	Austin, TX, United States	2013-06-21
Casey Powell	Austin, TX, United States	2013-06-21
Jessica Segura	Austin, TX, United States	2013-06-21
Jonathan Sholtis	Austin, TX, United States	2013-06-21

Name	Location	Date
Jonathan Scribner	Austin, TX, United States	2013-06-21
Cherie Dudley	Austin, TX, United States	2013-06-21
Gerardo Rodriguez	Austin, TX, United States	2013-06-21
Chris Mann	Austin, TX, United States	2013-06-21
Katon Morris	Austin, TX, United States	2013-06-22
David & Carmelita Sanchez	Austin, TX, United States	2013-06-21
Terry Martinez	Austin, TX, United States	2013-06-21
Steve Tubbs	Austin, TX, United States	2013-06-24
Jennifer Comstock	Austin, TX, United States	2013-06-25
Danilo Bonilla	austin, TX, United States	2013-06-25
victor claros	Austin, TX, United States	2013-06-25
Brenda Mokry	Austin, TX, United States	2013-06-25
Jaqueline Alvarez	Austin, TX, United States	2013-06-25
Dorian Alvarez	austin, TX, United States	2013-06-25
Fran Van Dalen	Austin, TX, United States	2013-06-25
Deanna Alvarez	Austin, TX, United States	2013-06-25
Pefecta Medina	Austin, TX, United States	2013-06-25
Maria Lagunas	Austin, TX, United States	2013-06-25
Fidel Lagunas	Austin, TX, United States	2013-06-25
Johnathon Banks	Austin, TX, United States	2013-06-25
Isidro Medina	Austin, TX, United States	2013-06-25
Rene Medina	Del Valle, TX, United States	2013-06-25
Jose Medina	San Antonio, TX, United States	2013-06-25

Name	Location	Date
Samia Abu-Shawish	Austin, TX, United States	2013-06-25
Tisun wing	Austin, TX, United States	2013-06-26
Karla Lopez	Austin, TX, United States	2013-06-26
Jazmine Leon-Wing	Austin, TX, United States	2013-06-26
Jessica Martinez	Eagle Pass, TX, United States	2013-06-27
Susan Rivera	Austin, TX, United States	2013-06-27
luis alvarez	Austin, TX, United States	2013-06-27
Gloria Alvarez	Austin, TX, United States	2013-06-27
Joe Rivera	Austin, TX, United States	2013-06-27
Isabel Alvarez	Manor, TX, United States	2013-06-27
Gloria Perez	Eagle Pass, TX, United States	2013-06-28
Ibarra Family	Austin, TX, United States	2013-07-01
Kristina Alexander	Austin, TX, United States	2013-07-01
Vessie Kalay	Austin, TX, United States	2013-07-01
dimitry alexander	Austin, TX, United States	2013-07-01
Mary Fabian	Austin, TX, United States	2013-07-02
Natalie Hardy	Austin, TX, United States	2013-07-02
Moses Gonzales	Austin, TX, United States	2013-07-02
Anthony Carlin	Austin, TX, United States	2013-07-02
Sarah Carlin	Austin, TX, United States	2013-07-02
Amanda Contreras	Austin, TX, United States	2013-07-02
Osvaldo Contreras	Austin, TX, United States	2013-07-02
Christian Jover-Cataldi	Austin, TX, United States	2013-07-02

Written comments must be submitted to the board or commission (or the contact person listed on the notice) before or at a public hearing. Your comments should include the name of the board or commission, or Council; the scheduled date of the public hearing; the Case Number; and the contact person listed on the notice.

Case Number: C8J-2013-0011
Contact: Joe Arriaga, 512-854-7562 or Elsa Garza, 512-974-2308
Public Hearing: July 2, 2013, Zoning and Platting Commission

Lynda K. Chapman
Your Name (please print) I am in favor
 I object

Hog Eye Rd.
Your address(es) affected by this application

Lynda K. Chapman 6/24/2013
Signature Date

Daytime Telephone: 512 335-2116

Comments: for Zoning & Platting Commission
Concerns:

- ① Neighborhood Integrity
- ② Security Issues
- ③ Integrity of my property
- ④ Additional traffic in area

If you use this form to comment, it may be returned to:
Transportation and Natural Resources
Travis County
Joe Arriaga
700 Lavaca Street
Austin, TX 78701

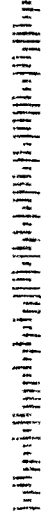
RECEIVED
JUN 26 2013
TNR



L. Chapman
1101 Boerne Dr.
Cedar Park, TX 78613

810 GRASSHOPPER DISTRICT
810 GRASSHOPPER DISTRICT

Transportation & Natural Resources
Tarrant County
Joe Arruaga Street
700 Karaca Street
Arlington, TX 76010-1999



June 2, 2013

- 13 Sukyi McMahon 9012 Postvine Dr. NO
- 14 MASROOR AHMED 9033 sun shower Bend NO
- 15 Tim Eno 9009 sun shower Bend NO ~~OK~~
- 16 Fred Zamora " " " " NO
- 17 ~~Cathie Lee~~ 9037 Sun Shower Bend NO
- 18 Aric Rarney " " NO
- 19 Eric Rodriguez 5228 English Glade Dr NO
- 20 Tonia Thones ~~by~~ 5301 Park At Woodlands NO
- 21 Matthew Hurtado 5817 Berryline way NO
- 22 Sarah Reuvsaat 5241 Park at Woodlands Dr. NO
- 23 Marty & Cheryl HOSKATCHE 6000 Elfens Way NO
- 24 Johnny Williams 8913 Indigo Sky NO
- 25 Tiffany Sellers 8913 Indigo Sky NO
- 26 Jackson Williams 8913 Indigo Sky NO
- 27 JADYN Williams 8913 Indigo Sky NO

NOTICE OF NON-RESIDENTIAL DEVELOPMENT

Project name: Sunshine RV Park Site Plan Mailing date: March 25, 2013
Project location: 9301 Hog Eye Road

Please be advised that your neighborhood association is within 1000 feet of a proposed development containing a non-residential land use. The development contains a/an RV Park that will be used for RV & camp sites. Please see the attached site location map for clarification. This development will have a single point of access off of Hog Eye Road and will be a gated development.

Travis County Transportation and Natural Resources Department is reviewing this development application to ensure that it is in compliance with applicable regulations. Travis County's development code can be found on the internet at: <http://www.co.travis.tx.us/tnr/subdivision/default.asp>. Travis County does not enforce deed restrictions and does not have the authority to regulate land use. In the event that the applicant meets all applicable code requirements, the development permit will be administratively approved.

Owner's name: Ronald Lee Boatright, Jr. & Paul F. Grenard
Owner's phone number: (512) 929-5500 & (713) 398-4606
Agent's name: Bury+Partners, Inc. (Attn: Kristi English)
Agent's phone number: (512) 328-0011
Travis County Case Manager: Joe Arriaga
Case Manager's phone number: (512) 854-7562
Case Manager's email address: Joe.Arriaga@co.travis.tx.us

For more information please contact the project's owner, agent or the case manager. For copies of the project please make an Open Records Request by calling 854-7683.

CERTIFIED MAIL™



Bury + Partners

221 West Sixth Street Suite 600
Austin, Texas 78701

7012 3460 0002 2010 0484
7012 3460 0002 2010 0484

*Neighborhood Association
Leave*

**U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT**
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

Postage	\$.46
Certified Fee	3.10
Return Receipt Fee (Endorsement Required)	2.55
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.11

Payments
Here

Sent To: *Imperial Valley Neighborhood Assoc - Kenneth Koyle*
 Street, Apt. No.,
 or PO Box No. *9704 Monarch Lane*
 City, State, ZIP+4 *Austin, TX 78724*

Del Valle Community Coalition
5400
Dorothy

CERTIFIED MAIL™



7012 3460 0002 2010 0880
7012 3460 0002 2010 0880

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information, visit our website at www.usps.com

Postage	\$.46	Postmark here
Certified Fee	3.10	
Return Receipt Fee (Electronic Receipt Required)	2.55	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 6.11	

Sent to
 Del Valle Community Coalition - Susanna Woody
 Street, Apt. No.
 or PO Box No. 7433 Montic Zuma Street
 City, State, ZIP+4
 Austin, TX 78744

PS Form 3800, August 2006

See Reverse for Instructions

Bury + Partners
 221 West Sixth Street, Suite 600
 Austin, Texas 78701

b Bury + Partners
221 West Sixth Street, Suite 600
Austin, Texas 78701

CERTIFIED MAIL™



7012 3460 0002 2010 0743
7012 3460 0002 2010 0743

PS Form 3800, August 2006 See Reverse for Instructions

Send to: **Jraw's County Fire Marshal**
 Street, Apt. No.: **6555 Airport Blvd Ste 400**
 City, State, ZIP+4: **Austin, TX 78751**

Postage	\$ 46
Contract Fee	3.10
Return Receipt Fee	2.55
Registered Mail Fee	
Registered Mail Fee	
Registered Mail Fee	
Total Postage & Fees	\$ 6.11

U.S. Postal Service™
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 For delivery information visit our website at www.usps.com

1-1-13
b Bury + Partners

Created 08/18/13 @ 21:15

7012 3460 0002 2010 0480 7012

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

AUSTIN TX 78744

Postage	\$ 0.46	0192	
Certified Fee	3 \$3.10	16	Postmark here
Return Receipt Fee (Endorsement Required)	2 \$2.55		
Restricted Delivery Fee (Endorsement Required)	\$0.00		
Total Postage & Fees	\$ 6.11		03/20/2013

Sent To: *Del Valle Community Center Senior Mkt.*
 Street, Apt. No. or PO Box No.: *7135 Monte Zuma Street*
 City, State, ZIP+4: *Austin TX 78744*

PS Form 3800, August 2006 See Reverse for Instructions

7012 3460 0002 2010 0743 7012

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

AUSTIN TX 78751

Postage	\$ 0.46	0192	
Certified Fee	3 \$3.10	16	Postmark here
Return Receipt Fee (Endorsement Required)	2 \$2.55		
Restricted Delivery Fee (Endorsement Required)	\$0.00		
Total Postage & Fees	\$ 6.11		03/20/2013

Sent To: *Frank Connors Fire Marshal*
 Street, Apt. No. or PO Box No.: *5555 Airport Blvd Ste 707*
 City, State, ZIP+4: *Austin TX 78751*

PS Form 3800, August 2006 See Reverse for Instructions

7012 3460 0002 2010 0484 7012

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

AUSTIN TX 78724

Postage	\$ 0.46	0192	
Certified Fee	3 \$3.10	16	Postmark here
Return Receipt Fee (Endorsement Required)	2 \$2.55		
Restricted Delivery Fee (Endorsement Required)	\$0.00		
Total Postage & Fees	\$ 6.11		03/20/2013

Sent To: *Imperial Valley Neighborhood Assoc - Kenneth's*
 Street, Apt. No. or PO Box No.: *9704 Monarch Lane*
 City, State, ZIP+4: *Austin, TX 78724*

PS Form 3800, August 2006 See Reverse for Instructions

----- = Sales Receipt -----

Product Description	Sale Unit Qty	Final Price
---------------------	---------------	-------------

AUSTIN TX 78744 Zone-1 First-Class Letter 0.50 oz. Expected Delivery: Thu 03/21/13		\$0.46
Return Rcpt (Green Card)		\$2.55
@@ Certified Label #: 70123460000220100880		\$3.10
Issue PVI:		\$6.11

AUSTIN TX 78724 Zone-1 First-Class Letter 0.50 oz. Expected Delivery: Thu 03/21/13		\$0.46
Return Rcpt (Green Card)		\$2.55
@@ Certified Label #: 70123460000220100484		\$3.10
Issue PVI:		\$6.11

AUSTIN TX 78751 Zone-1 First-Class Letter 0.50 oz. Expected Delivery: Thu 03/21/13		\$0.46
Return Rcpt (Green Card)		\$2.55
@@ Certified Label #: 70123460000220100743		\$3.10
Issue PVI:		\$6.11

Total:		\$18.33
--------	--	---------

Paid by: Cash		\$18.33
------------------	--	---------

@@ For tracking or inquiries go to
USPS.com or call 1-800-222-1811.

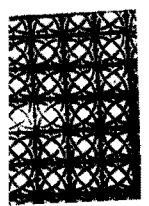
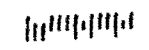
...to speak for or against the proposed development of
You may also contact a neighborhood or environmental
...has expressed an interest in an application affecting your
hood.

public hearing, the board or commission may postpone or continue
ation's hearing to a later date, or recommend approval or denial of
cation. If the board or commission announces a specific date and
a postponement or continuation that is not later than 60 days from
uncement, no further notice is required.

ision is required to approve the subdivision by State law if no
s are required, and if it meets all requirements. A board or
ion's decision on a subdivision may only be appealed if it involves
onmental variance. A variance may be appealed by a person with
to appeal, or an interested party that is identified as a person who
al the decision. The body holding a public hearing on an appeal will
e whether a person has standing to appeal the decision

ested party is defined as a person who is the applicant or record
the subject property, or who communicates an interest to a board or
ion by:

vering a written or
ncern



erty or
t has
he
nsible
may be
pment

listed on the notice.

Case Number: C8J-2013-0011
Contact: Joe Arriaga, 512-854-7562 or Elsa Garza, 512-974-2308
Public Hearing: July 2, 2013, Zoning and Platting Commission

Lilly Alvarado
Your Name (please print) I am in favor
 I object

8806 N. Imperial Dr. Austin TX 78724
Your address(es) affected by this application

Lilly Alvarado July 1st 2013
Signature Date

Daytime Telephone: 512-955-2180

Comments:
We don't want any more traffic
in the area. The area is clean and
I don't want more people. More people more
trash. We just had a new subdivision
added traffic is crazy.

If you use this form to comment, it may be returned to:
Transportation and Natural Resources
Travis County
Joe Arriaga
700 Lavaca Street
Austin, TX 78701

RECEIVED
JUL 05 2013
TNR

June 2, 2013

1. Colleen Waller 9029 Sun Shower Blvd
NO Colleen Waller

2. Lois Atwood 5237 Park at Woodlands Dr
NO Ms

3. Amanda Hernandez 8916 Quick Stream Dr.

NO Amanda Hernandez
4. Joseph Hernandez NO 8916 Quick Stream Dr.

5. Sarah Parker NO Joseph Hernandez

6. Doay & Terri Tgwater 5413 Park at Woodlands

7. Elizabeth + Jerod Cykoski 5401 Park @ Woodlands
NO PAC

8. Amanda Contreras 5605 Nelson Oaks Dr
NO

9. Osvaldo Contreras 5605 Nelson Oaks Dr
NO

10. Patricia Ramirez 6017 Elfen Way
NO

11. Brenda Pabellon 9004 Postvine CV (PAC) NO

12. Susan Pabellon 9004 Postvine CV (PAC) NO

June 2, 2013

28	Patrick McMahon	9012 Postume Dr.	NO	
29	Andrew Ellison	5112 English Glade Dr.	Pac	NO
30	Eric Casas	5112 English L Glade Dr.	NO	PAC
31	SCOTT BITTER	9004 CHINA ROSE	NO	
32	LEAH BITTER	9004 CHINA ROSE	NO	
33	Jessie Hsu	9000 China Rose Dr	No	PAC
74	Josh Hsu	9000 China Rose Dr	No	PAC
35	RICHARD BURCK	9020 Southwick Dr	NO	
36	Veronica Vargas	6004 NELSON OAKS DR.		PAC
37	Gerardo Vargas	6004 Nelson Oaks Dr.	NO	
38	Shannon Croft	8925 China rose Dr.	NO	
39	Catherine Barton	8712 Southwick Dr.	NO	PAC
40	PABLO ROLON	5517 NELSON OAK	NO	
41	DANIEL SAKEDA	8920 CHINA ROSE DRIVE	NO	YES



Travis County Commissioners Court Agenda Request

Meeting Date: August 13, 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 REGARDING OFFER TO PURCHASE CERTAIN COUNTY-OWNED PROPERTY IN CENTRAL AUSTIN. **(THIS ITEM WILL BE TAKEN INTO EXECUTIVE SESSION UNDER THE CONSULTATION WITH ATTORNEY AND REAL PROPERTY EXCEPTIONS)**

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:



Travis County Commissioners Court Agenda Request

Meeting Date: August 13, 2013

Prepared By/Phone Number: Gary D. Martin, ACA, 854-9510

Elected Official: David A. Escamilla, County Attorney

Commissioners Court Sponsor: Commissioner Gerald Daugherty, Pct. 3

AGENDA LANGUAGE: Receive briefing from the County Attorney and take appropriate action regarding the violations of the Fire Code at 2440 West Whitestone Blvd., Cedar Park, TX 78613.

(Executive session pursuant to TEX. GOV'T. CODE ANN SECTION 551.071, CONSULTATION WITH ATTORNEY.)

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: N/A

STAFF RECOMMENDATIONS: N/A

ISSUES AND OPPORTUNITIES: N/A

FISCAL IMPACT AND SOURCE OF FUNDING: N/A

REQUIRED AUTHORIZATIONS: N/A

Officials and departments affected or involved:

- Gerald Daugherty, Pct. 3 Commissioner
- Danny Hobby Exec. Mgr. Emergency Services
- Hershel Lee Travis County Fire Marshal
- Gary D. Martin Ass't County Attorney, Enforcement, Civil
- Sharon Talley Ass't County Attorney, Director, Enforcement



Travis County Commissioners Court Agenda Request

Meeting Date: August 13, 2013

Prepared By/Phone Number: Gary D. Martin, ACA, 854-9510

Elected Official: David A. Escamilla, County Attorney

Commissioners Court Sponsor: Commissioner Margaret Gomez

AGENDA LANGUAGE: Receive briefing from the County Attorney and take appropriate action regarding the violations of the Fire Code at 9213 South FM 973, Austin, TX 78719.

(Executive session pursuant to TEX. GOV'T. CODE ANN SECTION 551.071, CONSULTATION WITH ATTORNEY.)

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: N/A

STAFF RECOMMENDATIONS: N/A

ISSUES AND OPPORTUNITIES: N/A

FISCAL IMPACT AND SOURCE OF FUNDING: N/A

REQUIRED AUTHORIZATIONS: N/A

Officials and departments affected or involved:

Margaret Gomez	Pct. 4, Commissioner
Danny Hobby	Exec. Mgr. Emergency Services
Hershel Lee	Travis County Fire Marshal
Gary D. Martin	Ass't County Attorney, Enforcement, Civil
Sharon Talley	Ass't County Attorney, Director, Enforcement



Travis County Commissioners Court Agenda Request

Meeting Date: August 13, 2013 Executive Session
Prepared By: Greg Chico **Phone #:** (512) 854-4659
Division Director/Manager: Greg Chico, Real Estate Manager

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 an offer to sell approximately 60 acres of primarily undeveloped land located south of U.S. 290 East -- between State Highway 130 and FM 973 in Precinct One -- for inclusion in the Eastern Creeks Open Space project as part of the 2011 Bond program.

(EXECUTIVE SESSION PURSUANT TO GOV'T. CODE ANN 551.072, Real Property)

BACKGROUND/SUMMARY OF REQUEST:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

ATTACHMENTS/EXHIBITS:

REQUIRED AUTHORIZATIONS:

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

CC:

Charles Bergh	Parks Director	TNR	(512) 854-9408
Robert Armistead	Parks Manager	TNR	(512) 854-9383

Greg Chico	Real Estate Manager	TNR	(512) 854-4659
Donna Williams-Jones	Financial Services	TNR	(512) 854-9383

SM:GC:gc

3105 - Public Works/ROW- Eastern Creeks Open Space; 2011 Bond; agenda247



Travis County Commissioners Court Agenda Request

Meeting Date: August 13, 2013

Prepared By/Phone Number: Annalynn Cox, 512-854-4234 

Elected/Appointed Official/Dept. Head: David Escamilla, County Attorney

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE: Receive briefing and take appropriate action regarding SOAH Docket No. 582-10-5643 and TCEQ Docket No. 2010-1040-MIS, the Hill Country Groundwater Conservation District. (Executive Session pursuant to Gov't Code Ann. 551.071).

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: N/A

STAFF RECOMMENDATIONS: N/A

ISSUES AND OPPORTUNITIES: N/A

FISCAL IMPACT AND SOURCE OF FUNDING: N/A

REQUIRED AUTHORIZATIONS:

TRAVIS COUNTY COMMISSIONER COURT

AGENDA REQUEST

Please consider the following item for: Voting Session _____.

- I. A. Request made by County Auditor's Office, telephone number 854-9125.
- B. Requested text: Receive revenue and expenditure reports, and other statutorily required reports, for the month of June, 2013 from the County Auditor's Office. The reports are submitted electronically as allowed by local government code § 114.023 (a) and prescribed by the County Auditor.

C. Approved by: _____
Signature of Commissioner or Judge.

II. A. Copies of reports emailed to Commissioners on Monday, August 05, 2013 .

B. Have the agencies affected by this request been invited to attend the work session?
Yes _____ No__ X__ Please list those contacted and their phone numbers :

III. PERSONNEL:

_____ A change in your department personnel. (Reclassifications, etc.)

IV. BUDGET REQUESTS:

If your request involves any of the following, please check appropriately:

- _____ Additional funding for your department.
- _____ Transfer of funds within your department budget.
- _____ A change in your department's personnel.

The County Human Resource Management Department, and / or the Planning and Budget Office must be notified prior to the submission of this agenda request.

AGENDA REQUEST DEADLINES

All agenda requests and supporting materials must be submitted to the County Judge's Office in writing by 5 p.m. on Tuesdays for the following week's meeting.

**Travis County, Texas
 Combined Balance Sheet
 Governmental Fund Types
 June 30, 2013
 (Unaudited)**

	Governmental Fund Types				Proprietary Fund Type
	General	Special Revenue	Debt Service	Capital Projects	Internal Service
Assets:					
Pooled Cash	\$ 296,062,204	\$ 40,056,967	\$ 9,231	\$ 143,959,512	\$ 46,766,545
Investments	-	1,116,761	30,470,049	-	-
Other Receivables/Other Assets	6,057,766	3,801,105	7,476	1,389,679	3,178,978
Taxes Receivable	5,077,872	-	1,597,691	-	-
Prepaid Items	205,000	-	-	-	344,791
Capital Assets	-	-	-	-	372,909
Total Assets	<u>\$ 307,402,842</u>	<u>\$ 44,974,833</u>	<u>\$ 32,084,447</u>	<u>\$ 145,349,191</u>	<u>\$ 50,663,223</u>
Liabilities:					
Accounts Payable	3,102,081	731,253	-	1,453,239	505,405
Other Liabilities	26,496,203	3,960,272	1,226,068	1,770,958	22,554,823
Deferred Revenue	5,785,508	7,405,732	1,597,691	6,520,499	-
Total Liabilities	<u>35,383,792</u>	<u>12,097,257</u>	<u>2,823,759</u>	<u>9,744,696</u>	<u>23,060,228</u>
Equity:					
Fund Balance / Retained Earnings	<u>272,019,050</u>	<u>32,877,576</u>	<u>29,260,688</u>	<u>135,604,495</u>	<u>27,602,995</u>
Total Liabilities and Fund Equity	<u>\$ 307,402,842</u>	<u>\$ 44,974,833</u>	<u>\$ 32,084,447</u>	<u>\$ 145,349,191</u>	<u>\$ 50,663,223</u>

**FY 2013 Budgeted Funds
Budget to Actual
June 30, 2013
(Unaudited)**

	Full Yr Budget	YTD Actual	Balance	*Non-Budgeted YTD Actual
General Fund				
Revenues	\$ 477,775,707	\$ 464,436,314	\$ 13,339,393	\$ -
Expenditures and encumbrances	537,638,354	378,945,517	158,692,837	-
Special Revenue				
Revenues	36,433,569	31,747,630	4,685,939	29,537,436
Expenditures and encumbrances	44,584,821	33,168,024	11,416,797	31,775,682
Debt Service				
Revenues	78,942,811	79,789,880	(847,069)	1,637,068
Expenditures and encumbrances	80,890,040	66,731,163	14,158,877	392,207
Capital Projects				
Revenues	1,357,264	1,207,997	149,267	1,003,547
Expenditures and encumbrances	149,681,032	61,947,884	87,733,148	13,679,930
Internal Service				
Revenues	61,274,946	39,575,814	21,699,132	-
Expenses	64,149,135	44,581,354	19,567,781	-

**Cash Receipts and Disbursements Statement
For the Month of June 2013**

	Beginning Balance	Receipts	Disbursements	Ending Balance
General Fund	\$ 329,860,294	\$ 41,677,925	\$ 75,476,015	\$ 296,062,204
Special Revenue Funds	39,296,622	27,932,684	27,172,339	40,056,967
Debt Service Funds	4,586	5,430,253	5,425,608	9,231
Capital Project Funds	149,181,178	787,067	6,008,733	143,959,512
Internal Service Funds	47,516,700	4,605,471	5,355,626	46,766,545
	\$ 565,859,380	\$ 80,433,400	\$ 119,438,321	\$ 526,854,459

**Statement of Interfund Transfers
For The Nine Months Ended June 30, 2013
(Unaudited)**

FROM	TO	\$	
Abandoned Vehicle Fund	General Fund		3,158
CAPSO	General Fund		10,767
County Clerk Archival Fund	General Fund		7,702
General Fund	Balcones Canyonland-TNR		10,927,333
General Fund	Courthouse Security		2,526,548
General Fund	Dispute Resolution Ctr		41,665
General Fund	JJAEP(Juvenile Court)		189,313
General Fund	Professional Prosecutors		62,500
General Fund	Afterschool Youth Enrichment Services		34,011
General Fund	Truancy Court		144,151
Road & Bridge Fund	General Fund		750,091
Debt Service - Tax Exempt	Debt Service - Taxable		972,990
Capital Project Funds	Debt Service - Taxable		118,441
Capital Project Funds	Debt Service - Tax Exempt		287,222
Self Insurance Fund	General Fund		25,000
Travis County Corporations	General Fund		164,609
Outstanding Bond Indebtedness	\$ 647,309,735		
Interest Rate Range	0.35% to 5.875%		

Note: Financial Statements include blended component units.
* Includes Grants and funds in which budgetary control is outside the scope of the Commissioners' Court.

**Nicki Riley, CPA
Travis County Auditor**



**Travis County Commissioners Court Agenda Request
TRAVIS COUNTY HOUSING FINANCE CORPORATION**

Meeting Date: August 13, 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 payment of an invoice totaling \$125.00 from the Corporation's outside financial services provider.

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

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.

Vickie Lynn Schubert
2819 Salado St.
Austin, TX 78705

RECEIVED

13 AUG -6 AM 9: 51

TRAVIS COUNTY
PLANNING & BUDGET OFFICE

July 31, 2013

Services Provided in July 2013

Invoice/Remittance # 1301

Detail:

7/29/2013	TBRA RSP - Create client invoices on QuickBooks, prepare rent and utility checks, submit related draws on TDHCA contract system, produce and file related documentation	2.5
Total hours worked		<u>2.5</u>
Hourly rate per contract		\$ 50
Total amount due		<u><u>\$ 125</u></u>

Please remit to address shown above.



**Travis County Commissioners Court Agenda Request
TRAVIS COUNTY HOUSING FINANCE CORPORATION**

Meeting Date: August 13, 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 the purchase of two licenses and one installation DVD for Adobe Acrobat XI Standard software totaling \$474.00.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Recent changes to TDHCA's TBRA requirements include the procedure for submitting documents to the online Housing Contract System. The state will no longer accept documents by email. The state now requires we submit one PDF file with bookmarks inserted to avoid deficiency status. The Adobe software that the Corporation's staff currently has does not allow for the inserting of bookmarks or the consolidation of multiple PDF documents into one file. Additionally, the social worker responsible for intake and client management of the TBRA program does not have the Adobe software needed to meet the new requirements. Therefore, we are requesting two licenses (one for Corporation staff and one for the TBRA social worker) and one DVD required to install the new Adobe software. This expense falls under an "Admin Cost" through the TBRA grant and will be reimbursed by TDHCA.

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 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.



Pricing Proposal
 Quotation #: 6917219
 Created On: 8/1/2013
 Valid Until: 8/30/2013

TRAVIS CO

Jesse Herrera
 P.O. BOX 1748
 ATTN: COUNTY AUDITOR
 AUSTIN, TX 78767
 United States
 Phone: (512) 854-1184
 Fax: (512) 854-9185
 Email: Jesse.Herrera@co.travis.tx.us

Account Representative

Kerri Fitzmorris
 1301 South Mo-Pac Expressway
 Suite 375
 Austin, TX 78746
 Texas@shi.com*
 Phone: 1-800-870-6079
 Fax: 512-732-0232
 Email: Kerri_Fitzmorris@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Adobe Acrobat XI Standard - (v. 11) - license - 1 user - GOV - TLP - level 1 (1+) - Win - 300 points - Universal English Adobe - Part#: 65197414AF01A00	2	\$227.00	\$684.00 454.00
2 Adobe Acrobat XI Standard - (v. 11) - media - GOV - TLP - DVD - Win - 0 points - Universal English Adobe - Part#: 65197112AF00A00	1	\$20.00	\$20.00
3 Adobe Acrobat XI Pro - (v. 11) - license - 1 user - GOV - TLP - level 1 (1+) - Win, Mac - 450 points - Universal English Adobe - Part#: 65195512AF01A00	3	\$339.00	\$1,017.00
4 Adobe Acrobat XI Pro - (v. 11) - media - GOV - TLP - DVD - Win - 0 points - Universal English Adobe - Part#: 65194651AF00A00	1	\$20.00	\$20.00
Total			\$1,738.00

Additional Comments

Good afternoon. Here is the price quote you requested.

Please provide end-user contact information (first name, last name, and email address) for all orders. Not including this information may result in a delay in order processing.

Also, please include SHI quote number on your PO. Please contact me if you have any questions.

Thank You for choosing SHI-GSI! To ensure the best level of service, please provide End User Name, Phone Number, and E-Mail Address when submitting a Purchase Order. For any additional information including Hardware and Software Contract Numbers, please contact an SHI-GS Sales Representative at 800-870-6079.

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.