Created 11-07-13 @ 4:45 pm

Item 1

Travis County Commissioners Court Agenda Request

Meeting Date: November 12, 2013
Prepared By: Sarah Sumner, Planner **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: Receive comments regarding the revised plat of Travis Settlement Section Four Lots 214B and 215 (Two lots into one 5.53 acre lot - Evidence Cove - existing well and on-site wastewater) in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:
The revised plat of Travis Settlement Section Four Lots 214B and 215 combines the two lots into one 5.53 acre lot on Evidence Cove. There is an existing house where well and permitted on-site wastewater system already exist. A sign was placed on the property with the approved hearing date.

STAFF RECOMMENDATIONS:
This application meets Travis County standards and is recommended by staff.

ISSUES AND OPPORTUNITIES:
Staff has received no inquiries at this time.

FISCAL IMPACT AND SOURCE OF FUNDING:
NA

ATTACHMENTS/EXHIBITS:
Location Map
Original Plat
Proposed Revised Plat
Precinct Map
Affidavit,
Sign Photos

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	TNR	(512) 854-7561

CC:

Sarah Sumner	Planner	TNR	(512) 854-7687

SS:AB:ss
1101 - Development Services Long Range Planning - Travis Settlement Section Four Revised Plat of Lots 214B and 215

Created 11-07-13 @ 4:45 pm

Item 2

Travis County Commissioners Court Agenda Request

Meeting Date: November 12, 2013
Prepared By: Paul Scoggins, Engineer Specialist
Phone #: (512) 854-7619
Division Director/Manager: Anna Bowlin, Division Director of Development Services and Long Range Planning

Department Head: Steven M. Manilla, P.E., County Executive-TNR
Sponsoring Court Member: Commissioner Todd, Precinct Two

AGENDA LANGUAGE: Receive comments regarding a request to authorize the filing of an instrument to vacate a ten foot wide public utility easement located along the northwesterly side lot line of Lot 10, Block D of River Place, Section 15 – Precinct Two.

BACKGROUND/SUMMARY OF REQUEST:

TNR staff has received a request to authorize the filing of an instrument to vacate a ten foot wide public utility easement (PUE), more specifically described as an electric easement (EE), located along the northwesterly side lot line of Lot 10, Block D of River Place, Section 15. The easement is dedicated per plat note. The subject lot fronts on James Ryan Way, a street maintained by Travis County.

The electric utility company operating in the area has stated they have no objection to vacating the subject easement. Staff foresees no opposition to this request.

STAFF RECOMMENDATIONS:

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

ISSUES AND OPPORTUNITIES:

According to the request letter the owner of the property would like resolve an encroachment issue. It seems a retaining wall was constructed within the boundaries of the subject easement without having the easement vacated. Vacating the easement should remedy the encroachment issue.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

ATTACHMENTS/EXHIBITS:

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

REQUIRED AUTHORIZATIONS:

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

CC:

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

ps:AB:ps
1101 - Development Services Long Range Planning - River Place, Section 15

Travis County Commissioners Court Agenda Request

Meeting Date: November 12, 2013

Prepared By/Phone Number: Juanita Jackson/854-4467

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

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:
Approve proclamation regarding Hunger and Homelessness Awareness Week to be held November 18, 2013 through November 24, 2013 in Travis County.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
The Ending Chronic Homelessness Coalition (ECHO) is hosting Hunger and Homelessness Awareness Week activities, November 18, 2013 through November 24, 2013. This is an annual event that includes a week of programs designed to educate the Austin community on the root causes of hunger and homelessness in Central Texas.
To learn more about ECHO's Hunger and Homelessness Awareness Week, visit: http://www.austinecho.org/hhweek/.

STAFF RECOMMENDATIONS:
Staff recommends approval of the proclamation.

ISSUES AND OPPORTUNITIES:
Hunger and Homelessness Awareness Week is the largest annual event that connects policy makers, local business leaders, service providers, faith based organizations, and community members to engage in implementing active solutions and prevention methods for hunger and homelessness in Central Texas.
The Hunger and Homelessness Awareness Week calls attention to those less fortunate while furthering ECHO's vision to create a community fiercely focused on ending homelessness.

FISCAL IMPACT AND SOURCE OF FUNDING:
None

REQUIRED AUTHORIZATIONS:
None

Travis County Commissioners Court

Proclamation

HUNGER AND HOMELESSNESS AWARENESS WEEK PROCLAMATION

WHEREAS, The Ending Community Homelessness Coalition (ECHO) of Austin is the U.S. Department of Housing and Development's designated Continuum of Care for Austin and Travis County; and

WHEREAS, The National Coalition for the Homeless and the National Student Campaign Against Hunger and Homelessness co-sponsor Hunger and Homelessness Awareness Week nationally; and

WHEREAS, ECHO organizes and executes the activities of Austin-Travis County's contribution to Hunger and Homelessness Awareness Week, to be held in 2013 from November 17th to November 24th; and

WHEREAS, Travis County and ECHO are both dedicated to ending homelessness in Austin and Travis County through a Continuum of Care focused on decent, affordable, and permanent housing;

NOW, THEREFORE, BE IT RESOLVED THAT WE, THE TRAVIS COUNTY COMMISSIONERS COURT, DO HEREBY PROCLAIM NOVEMBER 17 – 24, 2013, AS

"HUNGER AND HOMELESSNESS AWARENESS WEEK" IN TRAVIS COUNTY

AND ENCOURAGE ALL RESIDENTS IN TRAVIS COUNTY
TO SUPPORT THE TRAVIS COUNTY COMMISSIONERS COURT AND ECHO'S EFFORTS
TO END HUNGER AND HOMELESSNESS IN TRAVIS COUNTY.

SIGNED AND ENTERED THIS 12th DAY OF NOVEMBER, 2013

SAMUEL T. BISCOE
COUNTY JUDGE

RON DAVIS
COMMISSIONER, PRECINCT 1

BRUCE TODD
COMMISSIONER, PRECINCT 2

GERALD DAUGHERTY
COMMISSIONER, PRECINCT 3

MARGARET J. GÓMEZ
COMMISSIONER, PRECINCT 4

Created 11-07-13 @ 4:45 pm

2013 Hunger and Homelessness Awareness Week!
Calendar of Events

Sunday Nov 17th	Monday Nov 18th	Tuesday Nov 19th	Wednesday Nov 20th	Thursday Nov 21st	Friday Nov 22nd	Saturday Nov 23rd	Sunday Nov 24th
Homeless Sunrise Memorial **6:57am** The **Homeless Memorial & Tree of Remembrance** is at South First and Riverside Dr. at Auditorium Shores.	***ECHO Annual Meeting*** **3pm** - At this meeting, ECHO's Work Groups will share their achievements and voting members will elect the 2014 Membership Council. A reception will follow. Location TBD. Please RSVP at http://www.austinecho.org/annual-meeting	***Homeless and Mental Health Awareness Event*** **3-4:30pm** - Join us in listening to the story of a woman who has experienced mental illness and homelessness and persevered to become an advocate for those with mental and physical disabilities. **Lifeworks** - 835 N Pleasant Valley Rd *Coffee and snacks provided.* RSVP:dawn.buhler@austintexas.gov	***Suggestion*** For our young advocates - Hold a hot coco stand and donate the proceeds to a local nonprofit!	***MLF Event*** 8:30-11:30 MLF's **Community First Model Park** will showcase features of their Community First Village, including carving out a garden bed & constructing a beehive. Sign up at mlf.org/volunteersgg	***Suggestion*** Sign Up - Each Thanksgiving, Operation Turkey organizes volunteers to cook, prepare, and deliver thousands of hot meals to people in need. www.operationturkey.com	***Hunger Event*** 8am-2pm Volunteer at Johnson's Backyard Garden & then eat lunch (provided) while **Capital Area Food Bank** presents on hunger issues in Austin. Volunteers can be 12+ with parent/guardian! RSVP:dawn.buhler@austintexas.gov	***Empty Bowl Project*** 11am-3pm $20 Join us for one of our City's tastiest and worthiest traditions – the **Austin Empty Bowl Project** at the Marchesa Hall & Theatre in Lincoln Village. For more information, go to www.austinemptybowl.org/

Reading Guide for Children – Story times focused on hunger and homelessness throughout the week

Follow, tag, tweet, and comment at *@atxecho* and http://www.facebook.com/atxecho

Created 11-07-13 @ 4:45 pm

Item 6

Travis County Commissioners Court Agenda Request

Meeting Date: November 12, 2013
Prepared By: Sarah Sumner, Planner **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 the revised plat of Travis Settlement Section Four Lots 214B and 215 (Two lots into one 5.53 acre lot - Evidence Cove - existing well and on-site wastewater) in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:
The revised plat of Travis Settlement Section Four Lots 214B and 215 combines the two lots into one 5.53 acre lot on Evidence Cove. There is an existing house where well and permitted on-site wastewater system already on exist. A sign was placed on the property with the approved hearing date.

STAFF RECOMMENDATIONS:
This application meets Travis County standards and is recommended by staff.

ISSUES AND OPPORTUNITIES:
Staff has received no inquiries at this time.

FISCAL IMPACT AND SOURCE OF FUNDING:
NA

ATTACHMENTS/EXHIBITS:
Location Map
Original Plat
Proposed
Revised Plat
Precinct Map
Affidavit
Sign Photos

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	TNR	(512) 854-7561

CC:

Sarah Sumner	Planner	TNR	(512) 854-7687

ss:AB:ss
1101 - Development Services Long Range Planning - Travis Settlement Section Four Revised Plat of Lots 214B and 215

TRANSPORTATION AND NATURAL RESOURCES
STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE
411 West 13th Street
Executive Office Building
P.O. Box 1748
Austin, Texas 78767
tel 512-854-9383
fax 512-854-4649

AFFIDAVIT OF POSTING

TO: County Judge
County Commissioners
Travis County, Texas

A Public Notice of Plat Revision sign was posted on October 16, 2013, at 5001 Evidence Cove at a point as near as practical to the area being revised, and was also posted at the Travis County Courthouse.

CERTIFIED THIS THE 16 DAY OF October, 2013.

SIGNATURE: Jaime García

NAME (PRINT): Jaime García

TITLE: TNR/R&B Supervisor

cc: Garcia (sign shop)
C:\Users\GarciaJ\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\AJBA03JB\Sign Reque

Created 11-07-13 @ 4:45 pm

Created 11-07-13 @ 4:45 pm

NOTICE OF PUBLIC HEARING

NOVEMBER 12, 2013 AT 9:00 AM

REVISED PLAT
LOTS 214B AND 215
TRAVIS SETTLEMENT
SECTION FOUR
TWO LOTS INTO ONE LOT

PRECINCT 3
AT THE TRAVIS COUNTY
COMMISSIONERS COURTROOM
700 LAVACA (FIRST FLOOR)
AUSTIN, TEXAS 78701

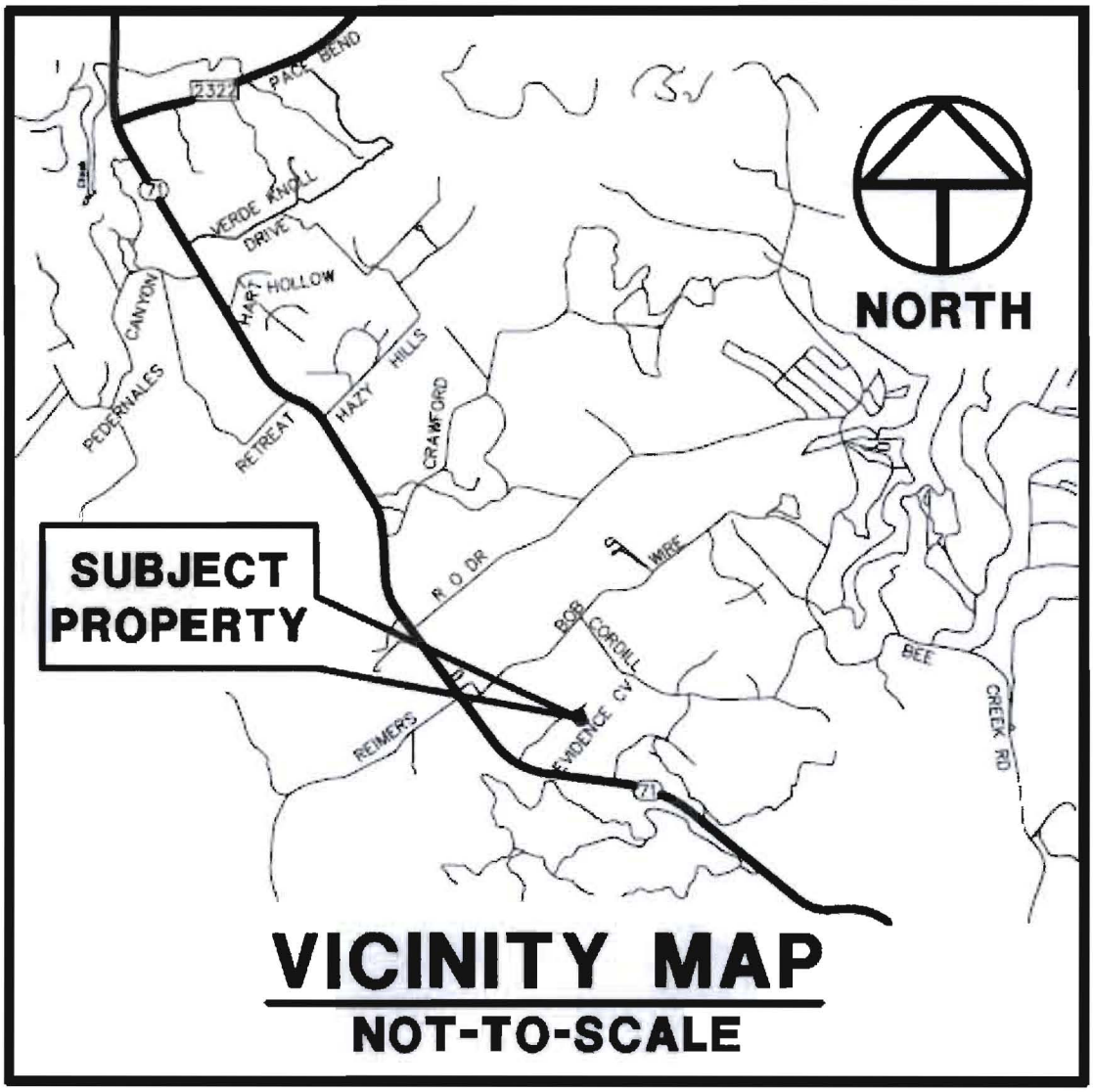
FOR MORE INFORMATION CALL 512-854-7687

Created 11-07-13 @ 4:45 pm

Travis Settlement Section Four

Revised Plat of Lots 214B and 215

Location Map



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JAN 27-84 RCCA 9677*140 PG 290

Vol. 84 Page 24D
PLAT RECORDS, TRAVIS COUNTY, TEXAS

84 3207

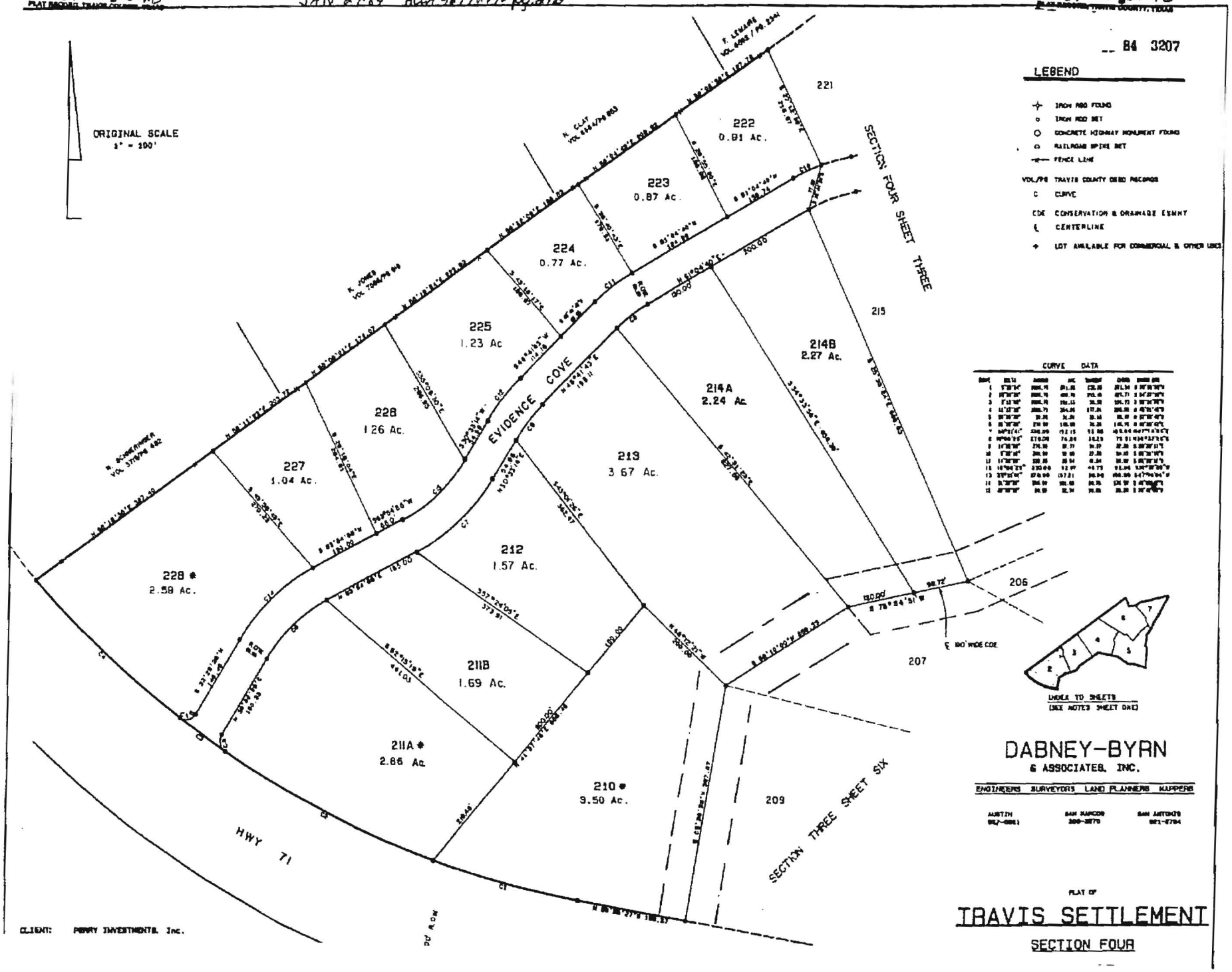
ORIGINAL SCALE
1" = 100'

LEGEND

- IRON ROD FOUND
- IRON ROD SET
- CONCRETE HIGHWAY MONUMENT FOUND
- RAILROAD SPIKE SET
- FENCE LINE
- VOL/PG TRAVIS COUNTY DEED RECORDS
- C CURVE
- CDE CONSERVATION & DRAINAGE EASMNT
- ℄ CENTERLINE
- LOT AVAILABLE FOR COMMERCIAL & OTHER USES

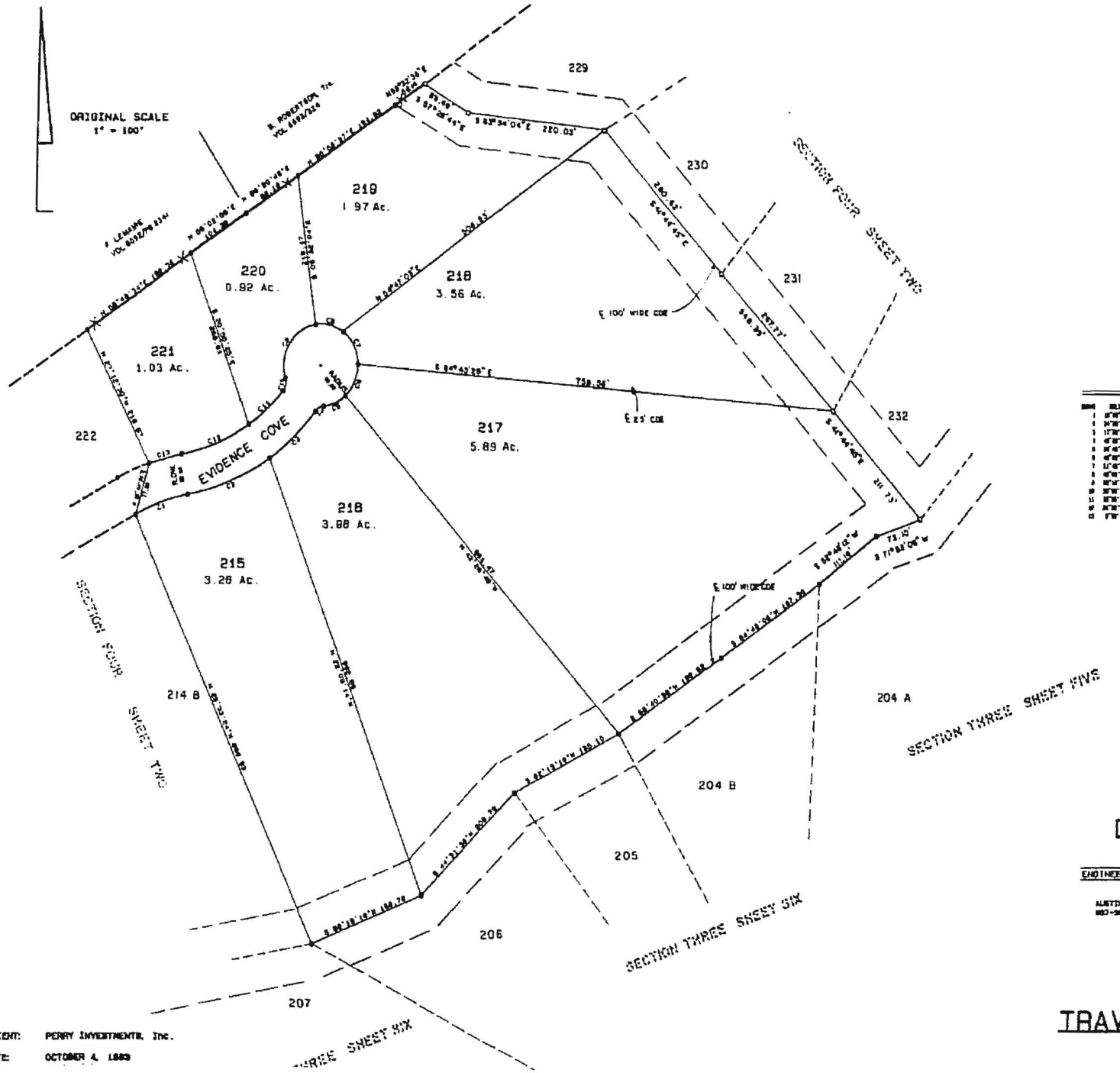
CURVE DATA

[illegible]						



84 3208

ORIGINAL SCALE
1" = 100'



LEGEND

- IRON ROD FOUND
- IRON ROD SET
- CONCRETE HIGHWAY MONUMENT FOUND
- RAILROAD SPIKE SET
- FENCE LINE
- VOL/PG TRAVIS COUNTY DEED RECORDS
- C CURVE
- ℄ CENTERLINE
- CDE CONSERVATION & DRAINAGE EASEMENT

CURVE DATA

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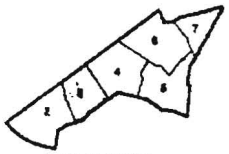


INDEX TO SHEETS
(SEE NOTES SHEET ONE)

DABNEY-BYRN
& ASSOCIATES, INC.

ENGINEERS SURVEYORS LAND PLANNERS MAPPERS

AUSTIN 453-3651 | SAN MARCOS 396-2678 | SAN ANTONIO 681-6784

PLAT OF

TRAVIS SETTLEMENT

SECTION FOUR

CLIENT: PERRY INVESTMENTS, Inc.
DATE: OCTOBER 4, 1983

TRAVIS SETTLEMENT SECTION FOUR REVISED PLAT OF LOTS 214B AND 215

STATE OF TEXAS:
COUNTY OF TRAVIS:

KNOWN TO ALL MEN THAT LILLIAN CAVIN, OWNER OF LOT 214B AND LOT 215, TRAVIS SETTLEMENT SECTION FOUR, RECORDED IN VOLUME 84, PAGES 29C–31A, PLAT RECORDS OF TRAVIS COUNTY, TEXAS AS CONVEYED BY WARRANTY DEED RECORDED IN DOCUMENT # 2011D39987 AND DOCUMENT # 2011043114, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DO HEREBY RESUBDIVIDE LOT 214B AND LOT 215, OF SAID SUBDIVISION HAVING BEEN APPROVED FOR RESUBDIVISION PURSUANT TO CHAPTER 232.009, OF THE LOCAL GOVERNMENT CODE, TO BE KNOWN AS THE "RESUBDIVISION OF LOT 214B & LOT 215, TRAVIS SETTLEMENT SECTION FOUR, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS, RIGHT OF WAY AND EASEMENTS AS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

_____
LILLIAN CAVIN DATE
6804 VIA CORRETO
AUSTIN, TEXAS 78749

NOTARY

STATE OF TEXAS
COUNTY OF TRAVIS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED LILLIAN CAVIN, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20__, A.D

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

_____
NOTARY PUBLIC PRINTED NAME

MY COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATION:

I, RONNIE WILLIS, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING, AND HEREBY STATE ALL EXISTING EASEMENTS OF RECORD OF WHICH I AM AWARE HAVE BEEN SHOWN OR NOTED HEREON, TO THE BEST OF MY KNOWLEDGE.

FLOODPLAIN NOTE:

NO PORTION OF THIS TRACT LIES WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) NO. 48453C 0385 H, DATED SEPTEMBER 26, 2008

PRELIMINARY NOT FOR RECORDING

_____
RONNIE WILLIS DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 5462
WINDROSE LAND SERVICES AUSTIN LTD.
4120 COMMERCIAL CENTER DRIVE, SUITE 300
AUSTIN, TEXAS 78744
PHONE: 512-326-2100
FAX: 512-326-2770

STATE OF TEXAS:
COUNTY OF TRAVIS:

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

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

DANA DEBEAUVOIR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

_____
DEPUTY

STATE OF TEXAS:
COUNTY OF TRAVIS:

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

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

DANA DeBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

_____
DEPUTY

Windrose Land Services Austin
4120 Commercial Center Dr Suite 300 Austin, Texas 78744
Telephone: (512) 326-2100 Fax: (512) 326-2770
COPYRIGHT 2012 WINDROSE LAND SERVICES AUSTIN, ALL RIGHTS RESERVED

JOB NO. 24438

GENERAL NOTES:
1) TRAVIS COUNTY DEVELOPMENT PERMIT REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
2) NO OBJECTS INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT EXCEPT AS APPROVED BY TRAVIS COUNTY.
3) ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER OR HIS/HER ASSIGNS
4) PROPERTY OWNER OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.
5) RAINFALL RUN-OFF SHALL BE HELD TO THE AMOUNT EXISTING AT UNDEVELOPED STATUS BY PONDING OR OTHER APPROVED METHODS.
6) 1 LOT TOTALING 5.53 ACRES.
7) ALL LOTS HAVE A 20' BUILDING SET-BACK LINE FROM ALL STREET R.O.W.'S A 10' P.U.E. ALONG THE STREET SIDE OF ALL LOTS.
8) THE MINIMUM AREA FOR ALL SINGLE FAMILY LOTS SHALL BE 1.5 ACRE.
9) SUBJECT TO RESTRICTIVE COVENANTS BY VOL. 84, PGS. 29C–31A, T.C.P.R., VOL 11839, PG. 2458, VOL. 11816, PG. 907, VOL. 11950, PG. 2535, VOL. 13265, PG 33, VOL 13309, PG. 131, T.C.R.P.R., DOC. NO. 1999017592, DOC. NO. 2000037306, DOC NO. 2001120863, DOC. NO. 2001131855, DOC. NO. 2002089445, DOC. NO. 2005000009, DOC. NO. 2005114737, DOC. NO. 2005200950, DOC. NO. 2006056900, DOC. NO. 2006184091, DOC. NO. 2006237374, DOC. NO. 2007225688, DOC. NO 2007225689, DOC. NO. 2008200609, DOC. NO. 2009207236, DOC NO 2011006951, T.C.O.P.R.
10) 10' ELECTRIC AND TELEPHONE EASEMENT (ALONG STREET R.O.W.'S) BY VOL. 3930, PG 1550, T.C.D.R
11) SUBJECT TO A BLANKET-TYPE UTILITY EASEMENT BY VOL. 12217, PG. 227, VOL. 12217, PG. 229, T.C.R.P.R.
12) 5' PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG ALL LINES BY DOC. NO 19990521771, T.C.O.P.R.
13) BUILDING LINE RESTRICTIONS BY DOC NO. 1999052171, T.C.O.P.R.
14) ALL RESTRICTIONS FROM THE PREVIOUSLY RECORDED SUBDIVISION PLAT(S) WILL APPLY TO THIS TRAVIS SETTLEMENT SECTION FOUR REVISED PLAT OF LOTS 214B AND 215.
15) THERE SHALL BE NO OCCUPANCY OF A STRUCTURE IN THIS DEVELOPMENT UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE OF ADEQUATE AND SUFFICIENT SUPPLY. SAID SUPPLY SHALL BE APPROVED BY THE TEXAS STATE HEALTH DEPARTMENT AND THE SYSTEM OF SUPPLY SHALL BE BUILT TO HEALTH DEPARTMENTS STANDARDS.
16) THERE SHALL BE NO OCCUPANCY OF THE STRUCTURE IN THIS DEVELOPMENT UNTIL A SEPTIC TANK SYSTEM HAS BEEN INSTALLED IN ACCORDANCE WITH THE RULES, REGULATIONS OF THE TEXAS STATE HEALTH DEPARTMENT AND UNTIL APPROVAL OF THE TRAVIS COUNTY HEALTH OFFICER IS OBTAINED PER THE SPECIFIC LOT; THIS STATEMENT IS APPLICABLE ONLY TO THOSE LOTS OUTSIDE THE L.C.R.A. JURISDICTION.

COMMISSIONER'S COURT RESOLUTION

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

THE OWNER(S) OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE "IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION, THE OWNER(S) MUST POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF 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.

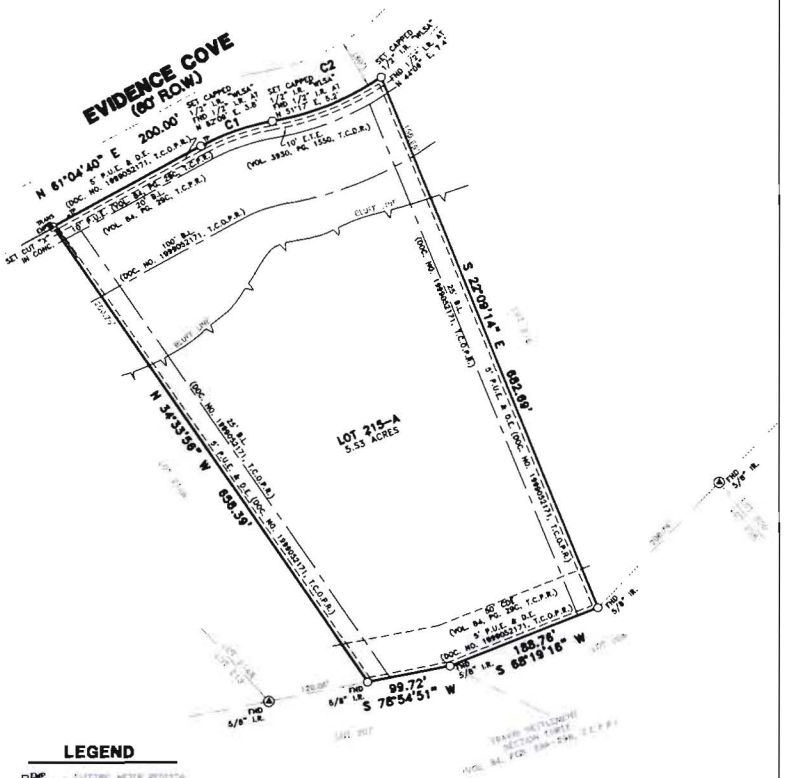
TRAVIS COUNTY ON-SITE WATER AND WASTEWATER PROGRAM NOTES:

1) NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE WASTEWATER (SEPTIC) SYSTEM THAT HAS BEEN APPROVED AND LICENSED FOR OPERATION BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
2) NO CONSTRUCTION MAY BEGIN ON ANY LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM ARE APPROVED BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
3) DEVELOPMENT ON EACH LOT IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE TITLE 30 OF THE TEXAS ADMINISTRATIVE CODE CHAPTER 285 AND TRAVIS COUNTY CODE CHAPTER 48 THAT ARE IN EFFECT AT THE TIME OF CONSTRUCTION.
4) THESE RESTRICTIONS ARE ENFORCEABLE BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
5) ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO ONE SINGLE FAMILY DWELLING PER LOT. A SINGLE FAMILY DWELLING INCLUDES ALL DETACHED BUILDINGS LOCATED ON THE LOT THAT ARE ROUTINELY USED ONLY BY MEMBERS OF THE HOUSEHOLD OF THE SINGLE FAMILY DWELLING.
6) NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A POTABLE WATER SUPPLY FROM AN APPROVED WATER SYSTEM OR A PRIVATE WELL.
7) NO WATER WELL IN THIS SUBDIVISION MAY BE LOCATED WITHIN 150 FEET OF THE SUBDIVISION BOUNDARY WITHOUT THE CONSENT OF THE ADJOINING LAND OWNER(S).

_____ _____
STACEY SCHEFFEL, D.R., PROGRAM MANAGER, DATE
ON-SITE WASTE WATER, TRAVIS COUNTY TNR

ETJ NOTE

THIS PROPERTY IS NOT LOCATED IN ANY CITY'S EXTRA-TERRITORIAL JURISDICTION.



LEGEND

- E.M.P. - ELECTRIC METER PEDESTAL
- TRANS - ELECTRIC TRANSFORMER
- T.P. - TELEPHONE PEDESTAL
- E.T.E. - ELECTRIC AND TELEPHONE LINE EASEMENT
- PEDERNALES ELECTRIC COOPERATIVE, INC
- B.L. - BUILDING LINE
- D.E. - DRAINAGE EASEMENT
- P.U.E. - PUBLIC UTILITY EASEMENT
- CDE - CONSERVATION AND DRAINAGE EASEMENT
- BLUFF LINE (AKA TIPP)
- EASEMENT LINE TYPE
- BUILDING LINE LINE TYPE
- ADJOINER LINE TYPE
- BOUNDARY LINE TYPE
- CONTROL MONUMENT
- ( ) - RECORD INFORMATION

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	TANGENT	BEARING	CHORD
C1	270.00'	19°06'33"	90.05'	45.45'	N 70°37'56" E	89.63'
C2	330.00'	24°29'38"	141.07'	71.63'	N 67°56'25" E	140.00'

CASE NO. _____
SHEET 2 OF 2

Created 11-07-13 @ 4:45 pm

Travis Settlement Section Four

Revised Plat of Lots 214B and 215

Precinct Map

JAN 27-84 pg 89c RCCA 9677 # 140.00

Created 11-07-13 @ 4:45 pm

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS that Perry Investments, Inc., owner of 1010 acres of land in various surveys situated in Travis County, Texas as conveyed to us by the deed recorded in Volume 7111 at Page 151 Deed Records, Travis County, Texas, do hereby subdivide a part of said land in accordance with the plat shown hereon to be known as:

"Travis Settlement Section Four"

and do hereby dedicate to the public, use of the streets and easements shown hereon subject to any easements or restrictions heretofore granted.

WITNESS MY HAND this the day of 1983.

Charles Perry
President/Perry Investments, Inc.

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared Charles Perry, known to me to be the persons whose names are subscribed to the foregoing instrument and they acknowledged to me that they executed the same for the purposes and consideration therein expressed.

WITNESS MY HAND AND SEAL OF OFFICE, this the day of 1983.

Notary Public, Travis County, Texas

"In approving this plat by the Commissioner's Court of Travis County, Texas, it is understood that the building of all streets, roads, and other public thoroughfares delineated and 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 shall be the responsibility of the owner and/or developer of the tract of land covered by this plat, in accordance with plans and specifications prescribed by the Commissioner's Court of Travis County, Texas, and the Commissioner's Court of Travis County, Texas assumes no obligation to build the streets, roads, or other public thoroughfares shown on this plat, or of constructing any bridges or culverts in connection therewith."

The acceptance for maintenance by Travis County, Texas of the roads or streets in real estate subdivisions does not obligate the County to install street building signs, as this is considered to a part of the Developer's responsibility but that starting signs for traffic control such as for speed limits and stop and yield signs shall remain the responsibility of the County.

NOTE: No lot in this subdivision shall be occupied until water satisfactory for human consumption is available from a source on the land, a community system, or a public utility source, in adequate supply for family use, and construction of a septic tank. Said septic tank system to have a capacity of not less than 750 gallons with a drain field of not less than 1000 square feet and shall be installed in accordance with the regulations of the Texas State Department of Health and shall be inspected and approved by a representative of the Austin/Travis County Health Department. This restriction is enforceable by the Austin/Travis County Health Department and/or the Developer/Subdivider.

I, the undersigned an authorized under the laws of the State of Texas to practice Surveying and Survey certify that this plat is a true and correct representation, to the best of my knowledge and belief, of a survey made on the ground during August and September, 1983.

Registered Public Surveyor — 11/2/83 Date

PROFESSIONAL SEAL — REGISTERED PUBLIC SURVEYOR

F.I.R.M. Flood Map Panel Nr. 165 and 168 indicates that the 100 year flood plain extends into the lots bordering onto Bee Creek. See note 10 regarding the plat. Floor slab elevations for those areas.

Surveyor, Land P.E. — 11-22-83 Date

The 100-Year floodplain shall be contained within the conservation and or drainage easements shown except for those areas where the minimum floor slab elevations are given.

Date 10-18-83

Travis County Engineer's Office — 1-30-84

This subdivision is within the jurisdiction of the City of Austin, Travis County, Texas.

CLIENT: PERRY INVESTMENTS, INC.
DATE: OCTOBER 4, 1983
OFFICE: McMIAN/ Graham

STATE OF TEXAS
COUNTY OF TRAVIS

I, Doris Marquaire, County Clerk of Travis County, Texas, do hereby certify that on the 23 day of January the Commissioner's Court of Travis County, Texas, passed an order authorizing the filing for record of this plat and that said order has been duly entered in the minutes of said Court in book 3 at Page 42

WITNESS MY HAND AND SEAL OF OFFICE, this the 23 day of January 1984

DORIS MARQUAIRE, COUNTY CLERK, TRAVIS COUNTY, TEXAS

By: Deputy

FILED FOR RECORD this the 27th day of January 1984 o'clock A.M.

DORIS MARQUAIRE, COUNTY CLERK, TRAVIS COUNTY, TEXAS

By: L. Jones
Deputy
L. JONES

STATE OF TEXAS
COUNTY OF TRAVIS

I, Doris Marquaire, Clerk of the county Court within and for the County and State aforesaid do hereby certify that the within and foregoing instrument of writing with its certificate of authentication was filed for record in my office on the day of A.D. 19 o'clock A.M. and duly recorded on the day of A.D. 19 in the plat records of said County in book Page

WITNESS MY HAND AND SEAL OF THE COURT of said County, the date last written above.

Doris Marquaire, Clerk County Court, Travis County, Texas

By: Deputy

NOTES:

1. There shall be no occupancy of a structure in this development until water satisfactory for human consumption is available from a source of adequate and sufficient supply. Said supply shall be approved by the Travis State Health Department and the system of supply shall be built to Health Department standards.

2. There shall be no occupancy of a structure in this development until a septic tank system has been installed in accordance with the rules, regulations of the Texas State Health Department and until approval of the Travis County Health Officer is obtained for the specific lot; this statement is applicable only to those lots outside the L.C.R.A. Jurisdiction. See note 10 below.

3. All lots have 30 foot cul-de-sac from a 60 foot right-of-way for the building set-back line.

4. The minimum area of all single family lots shall be 1.5 acre.

5. There is a ten foot public utility easement along the front of all lots.

6. This subdivision is outside the extra territorial jurisdiction of the City of Austin, Texas.

7. The owner of the property is the Perry Investments, Inc.

Health Representative:	Owner:
Sal Aziado	Perry Investments, Inc.
Route 1, Box 28-A	300 Exide Medical Plaza
Spicewood, Texas 78669	Odessa, Texas 79761
Phone: 512-264-2623	Phone: 915-367-0811

8. Engineering and Surveying for the project: Dabney-Byrn and Associates.

9. Ordinance, 100 YEAR FLOOD PLAIN AND FLOOR SLAB INFORMATION
   A: All floor slabs shall be a min. of one foot above the natural 100 yr. flood plain elevation; said min. elev. shall be posted in the deed restrictions filed in the Travis County Deed Records and said elev. is noted per lot on the plat where applicable
   B: All drainage easements on private property shall have a min. width of 25 feet and there shall be no structure built in these areas to impede or divert the flow of water outside there natural channels.

10. All lots outside the L.C.R.A. jurisdiction under one acre in size shall have an engineered septic system or Travis County Health Department approved equal.

11. Portions Tract 4 of Travis Settlement contain approximately the following area of the original grants:

Grant	Area in Acres
J.B. Gibson Sur. 49	133.1
Mrs. M.A. Cowan Sur	3.6
E. Cooper Sur.	32.8
W. Hudson Sur. 649	133.7
A.C. Compton Sur. 101	18.4
G.W. Walling Sur.	31.6
G.W. Sweet Sur. 63	133.7
G.C. & S.F.R.R. Co. Sur. 49	137.3
G.W. Sweet Sur. 50	32.4

Section Four of Travis Settlement contains approximately the following size of the original grants:

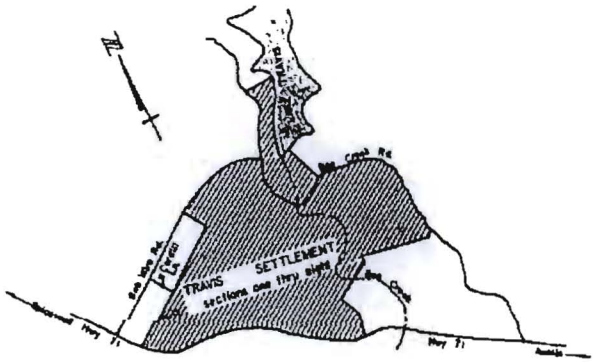
Grant	Area in Acres
G.W. Sweet Sur. 63	133.7
G.C. & S.F.R.R. Co. Sur 49	5.2
G.W. Sweet Sur. 50	32.4

BASELINE DESCRIPTION:

Distance	Description
171.46	5/8 bolt in cement base of 12" Spanish Oak in Elkhorn Creek Lane 2 166' north of Hwy. 71
347.32	5/8 iron rod in east base of 8" Live Oak at top of bank hole west side of Creek Meadow Circle 3 300' north of Hwy. 71
541.43	5/8 bolt in 8" Spanish Oak 2 south of Skytech Cove and 180' east of the Southtown Intersection
936.38	5/8 iron rod in base of leaning 8" Live Oak 2 50' south of Cardill Lane in int 2131
1111.88	5/8 iron rod in base of 8" Live Oak 2 45' south of Cardill Lane 2 180' east of the Southtown Intersection
1407.42	5/8 bolt in base of 16" Live Oak 2 45 feet south of cul-de-sac radius point Wild Berry Cove
1594.21	5/8 bolt in base of 8" Live Oak on west side of intersection Cardill Lane at Elkhorn Creek Lane
1916.63	5/8 iron rod in base of 18" Spanish Oak 2 110' west of cul-de-sac radius point Moon Bay Cove
2131.21	5/8 bolt in base of 12" cedar 2 160' west of connection to Hillist Cove and being southwest 300' from radius point of the cul-de-sac

BASELINE U.S. HWY. 71:

All angles and angular measures along Hwy 71 shall meet T.D.H. standards and lots fronting said Hwy. are limited to two driveways per lot.



DABNEY-BYRN
& ASSOCIATES, INC.

ENGINEERS SURVEYORS LAND PLANNERS MAPPERS

AUSTIN 837-8881 | SAN MARCOS 396-8870 | SAN ANTONIO 821-6784

PLAT OF

TRAVIS SETTLEMENT

SECTION FOUR

A DEVELOPMENT BY

Created 11-07-13 @ 4:45 pm

Item 7

Travis County Commissioners Court Agenda Request

Meeting Date: November 12, 2013
Prepared By: Paul Scoggins, Engineer Specialist
Phone #: (512) 854-7619
Division Director/Manager: Anna Bowlin, Division Director of Development Services and Long Range Planning

Department Head: Steven M. Manilla, P.E., County Executive-TNR
Sponsoring Court Member: Commissioner Todd, Precinct Two

AGENDA LANGUAGE: Consider and take appropriate action on a request to authorize the filing of an instrument to vacate a ten foot wide public utility easement located along the northwesterly side lot line of Lot 10, Block D of River Place, Section 15 – Precinct Two.

BACKGROUND/SUMMARY OF REQUEST:
TNR staff has received a request to authorize the filing of an instrument to vacate a ten foot wide public utility easement (PUE), more specifically described as an electric easement (EE), located along the northwesterly side lot line of Lot 10, Block D of River Place, Section 15. The easement is dedicated per plat note. The subject lot fronts on James Ryan Way, a street maintained by Travis County.

The electric utility company operating in the area has stated they have no objection to vacating the subject easement. Staff foresees no opposition to this request.

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

ISSUES AND OPPORTUNITIES:
According to the request letter the owner of the property would like resolve an encroachment issue. It seems a retaining wall was constructed within the boundaries of the subject easement without having the easement vacated. Vacating the easement should remedy the encroachment issue.

FISCAL IMPACT AND SOURCE OF FUNDING:
None.

ATTACHMENTS/EXHIBITS:

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

REQUIRED AUTHORIZATIONS:

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

CC:

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

PS:AB:ps
1101 - Development Services Long Range Planning - River Place, Section 15

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owner requests the vacation of a ten foot wide public utility easement (more specifically described as an electric easement) located along the northwesterly side lot line of Lot 10, Block D of River Place, Section 15 as recorded at Volume 103, Pages 56-60 of the Real Property Records of Travis County, Texas;

WHEREAS, the electric utility company known to be operating in the area has indicated they have no need for the public utility (electric) easement as described in the attached field notes and sketch;

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the subject public utility (electric) easement as described in the attached field notes and sketch;

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on November 12, 2013 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the ten foot wide public utility (electric) easement located along the northwesterly side lot line of Lot 10, Block D of River Place, Section 15, as shown and described in the attached field notes and sketch, is hereby vacated.

ORDERED THIS THE _____ DAY OF_____ 2013.

_____
SAMUEL T. BISCOE, COUNTY JUDGE

_____
COMMISSIONER RON DAVIS
PRECINCT ONE

_____
COMMISSIONER BRUCE TODD
PRECINCT TWO

_____
COMMISSIONER GERALD DAUGHERTY
PRECINCT THREE

_____
COMMISSIONER MARGARET GOMEZ
PRECINCT FOUR

EXHIBIT "A" **PARTIAL EASEMENT RELEASE AREA**
PG. 1 OF 3

BEING 993 SQUARE FEET, OR 0.023 OF AN ACRE, TRACT OF LAND, MORE OR LESS, OUT OF LOT 10, BLOCK D, RIVER PLACE, SECTION 15, A SUBDIVISION OF RECORD IN VOLUME 103, PAGES 56-60 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS CONVEYED TO ROSS MCIVER AND JEANETTE MCIVER IN DOCUMENT NUMBER 2013124509 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND BEING A PORTION OF A 10.0 FOOT ELECTRIC EASEMENT (E.E.) CREATED BY SAID RIVER PLACE, SECTION 15 SUBDIVISION; SAID 993 SQUARE FEET, OR 0.023 OF AN ACRE, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½" rebar found in the westerly line of Lot 9, said River Place, Section 15, said point being the western most corner of Lot 8, Block A, River Place at Panther Hollow Creek, a Subdivision of record in Document No. 200400081, Official Public Records of said County and being the eastern most corner of said Lot 10; from which a ½" rebar found in the easterly right of way line of James Ryan Way, being the southwesterly corner of said Lot 8, and the southwesterly corner of said Lot 10 bears, S 45°19'16" W (Bearing Basis), a distance of 121.38 feet;

THENCE N 43°18'59" W, with the common boundary lines of said Lot 9 and said Lot 10, a distance of 82.86 feet to a calculated point in the southerly line of said 10 foot E.E. for the southeasterly corner and the **PLACE OF BEGINNING**, hereof;

THENCE running through said Lot 10 with the southerly line of said 10 foot E.E., being the southerly line hereof, the following three (3) calls:

1. 24.86 feet along the arc of a curve to the left, having a radius of 555.00 feet and chord bearing and distance of S 44°25'36" W for 24.86 feet to a calculated point, said point being the point of tangency of said Easement and the Tract hereof;
2. S 43°06'55" W, a distance of 81.68 feet to a calculated point , said point being the point of curvature of said Easement and the Tract hereof;
3. 8.92 feet along the arc of a curve to the left, having a radius of 10.00 feet and a chord bearing and distance of S 18°04'28" W, a distance of 8.63 feet to a calculated point, said point being the southeasterly corner hereof;

THENCE S 82°30'47" W, running through said Easement and continuing through said Lot 10, being the southerly line hereof, a distance of 10.00 feet to a calculated point at the intersection point of the northerly right of way line of Big View Drive and the easterly right of way line of said James Ryan Way, for the southwesterly corner hereof;

THENCE 7.72 feet along the arc of a curve to the right, having a radius of 20.00 feet and a chord bearing and distance of N 03°34'30" E, for 7.67 feet to a calculated point for the northwesterly corner hereof;

THENCE N 42°36'04" E, departing said right of way and running through said Lot 10 and said 10 foot Easement, a distance of 116.74 feet to a calculated point in the aforementioned westerly line of Lot 9 for the northeasterly corner hereof; from which a ½' rebar found at the northwesterly corner of said Lot 9, being the northeasterly corner of said Lot 10 bears, N 43°18'59" W, a distance of 0.79 feet;

THENCE S 43°18'59" E, with the common boundary line of said Lots 9 and 10, running through said easement, a distance of 9.21 feet to the **PLACE OF BEGINNING** hereof and containing 993 square feet or 0.023 of an acre of land, more or less.

THIS DESCRIPTION TO BE USED WITH THE ATTACHED SKETCH ONLY.

8/22/13

VICTOR M. GARZA, R.P.L.S. 4740 DATE

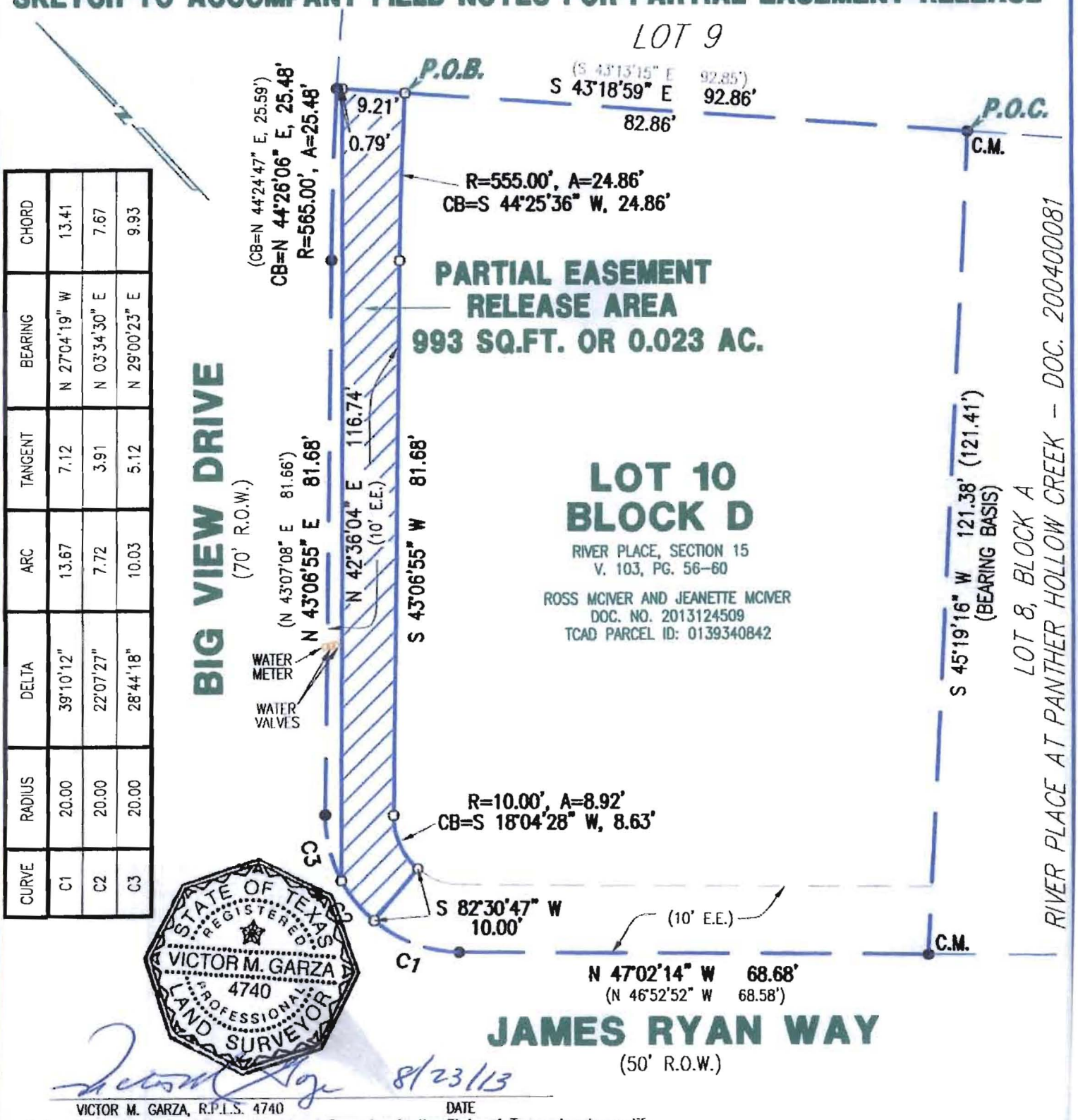
B & G SURVEYING, INC.
1404 W. NORTH LOOP BLVD.
AUSTIN, TEXAS 78756
(512) 458-6969, FAX: (512) 458-1129

STATE OF TEXAS
REGISTERED
VICTOR M. GARZA
4740
PROFESSIONAL
LAND SURVEYOR

B0800713_ER_LEGAL
TCAD Parcel ID: 0139340842
http://www.bandgsurvey.com

Created 11-07-13 @ 4:45 pm

SKETCH TO ACCOMPANY FIELD NOTES FOR PARTIAL EASEMENT RELEASE



CURVE	RADIUS	DELTA	ARC	TANGENT	BEARING	CHORD
C1	20.00	39°10'12"	13.67	7.12	N 27°04'19" W	13.41
C2	20.00	22°07'27"	7.72	3.91	N 03°34'30" E	7.67
C3	20.00	28°44'18"	10.03	5.12	N 29°00'23" E	9.93

STATE OF TEXAS
REGISTERED
VICTOR M. GARZA
4740
PROFESSIONAL
LAND SURVEYOR

8/23/13

VICTOR M. GARZA, R.P.L.S. 4740 DATE

I, Victor M. Garza, licensed to practice Land Surveying in the State of Texas, hereby certify that the foregoing metes and bounds legal description and sketch were based on an on the ground survey, that all protrusions and encroachments into the easement area are accounted for including but not limited to, building footprint, eaves and roof overhangs and all visible improvements whatsoever.

20' 0 20'

REVISED: 08/22/13

EXHIBIT "B"
SHEET 3 OF 3

JOB #: B0800713_TA_ER
DATE: 08/19/13
SCALE: 1"= 20'

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

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

LEGEND

●—	1/2" REBAR FOUND
—○—	CALCULATED POINT
—⊙—	1/2" IRON PIPE FOUND
—▲—	60D NAIL FOUND
B.L.	BUILDING LINE
P.U.E.	PUBLIC UTILITY EASEMENT
E.E.	ELECTRIC EASEMENT
( )	PER V. 103, PG. 56-60
C.M.	CONTROL MONUMENT
R.O.W.	RIGHT OF WAY
P.O.B.	PLACE OF BEGINNING

Created 11-07-13 @ 4:45 pm

Aug. 26, 2013

This is a letter to explain what prompted this partial vacation of easement at 10224 James Ryan Way.

There was a pool built in 2001 and it was never finalized. When the inspector went out he found a retaining wall that had been built encroaching into an electric easement.

I contacted Austin Energy and Wendi made a trip out there to inspect the area and as she states in the attached letter that all the services are outside this easement.

In order for the review second to clear this they said we would have to have a recorded vacation document.

At that time we hopefully can clear the final inspection.

If you have any questions please contact me.

Maureen Morphew
401 ARROWHEAD POINT RD
BELTON, TEXAS 76513
morphew@vvm.com
(254) 780-2383
cell is 254 760-4493

TRANSPORTATION AND NATURAL RESOURCES

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

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

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 10224 James Ryan Way (address) and/or Lot 10, Block D, River Place, Section 15 (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

X We do not have need for an easement on the property as described in the accompanying document.

____ We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Signature

Sonny Poole
Printed Name

Mgr., PIRES
Title

Austin Energy
Utility Company or District

September, 30, 2013
Date

Please return this completed form to:

Ross & Jeanette McIver
Name

10224 James Ryan Way
Address

Austin, TX 78730
City/State/Zip

INT. JP
DATE. 10-1-13

morphew@vvm.com

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

AFFIDAVIT OF POSTING

TO: County Judge
County Commissioners
Travis County, Texas

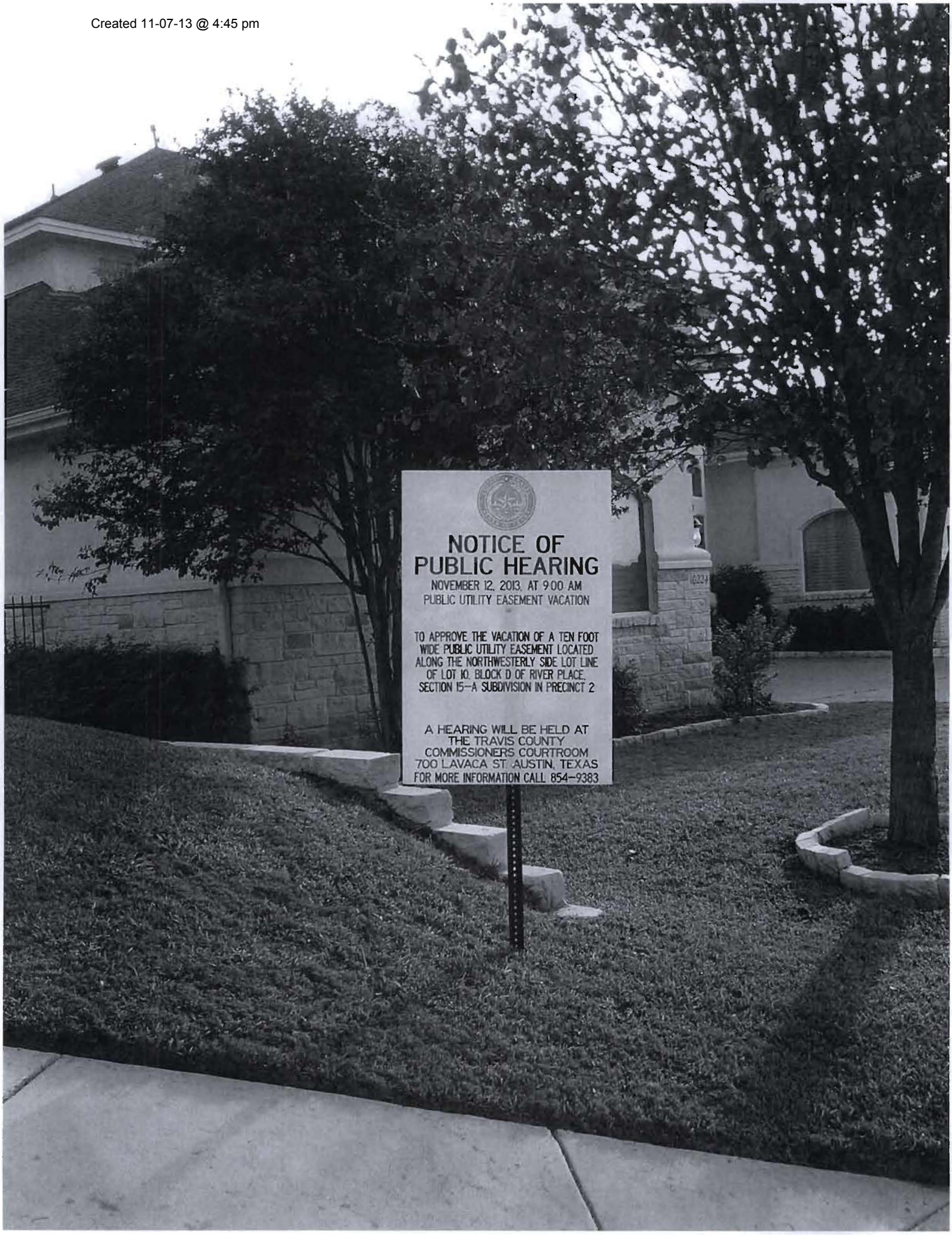
A Public Notice of Vacation sign for a ten foot wide public utility easement was posted on October 21, 2013, along the northerly ROW line of James Ryan Way at its intersection with Big View Drive in front of Lot 10, Block D of River Place, Section 15 at a point as near as practical to the area being vacated, and was also posted at the Travis County Courthouse.

CERTIFIED THIS THE 21 DAY OF October, 2013.

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

cc: Garcia (sign shop)

Created 11-07-13 @ 4:45 pm



Created 11-07-13 @ 4:45 pm

NOTICE OF PUBLIC HEARING

NOVEMBER 12, 2013, AT 9:00 AM

PUBLIC UTILITY EASEMENT VACATION

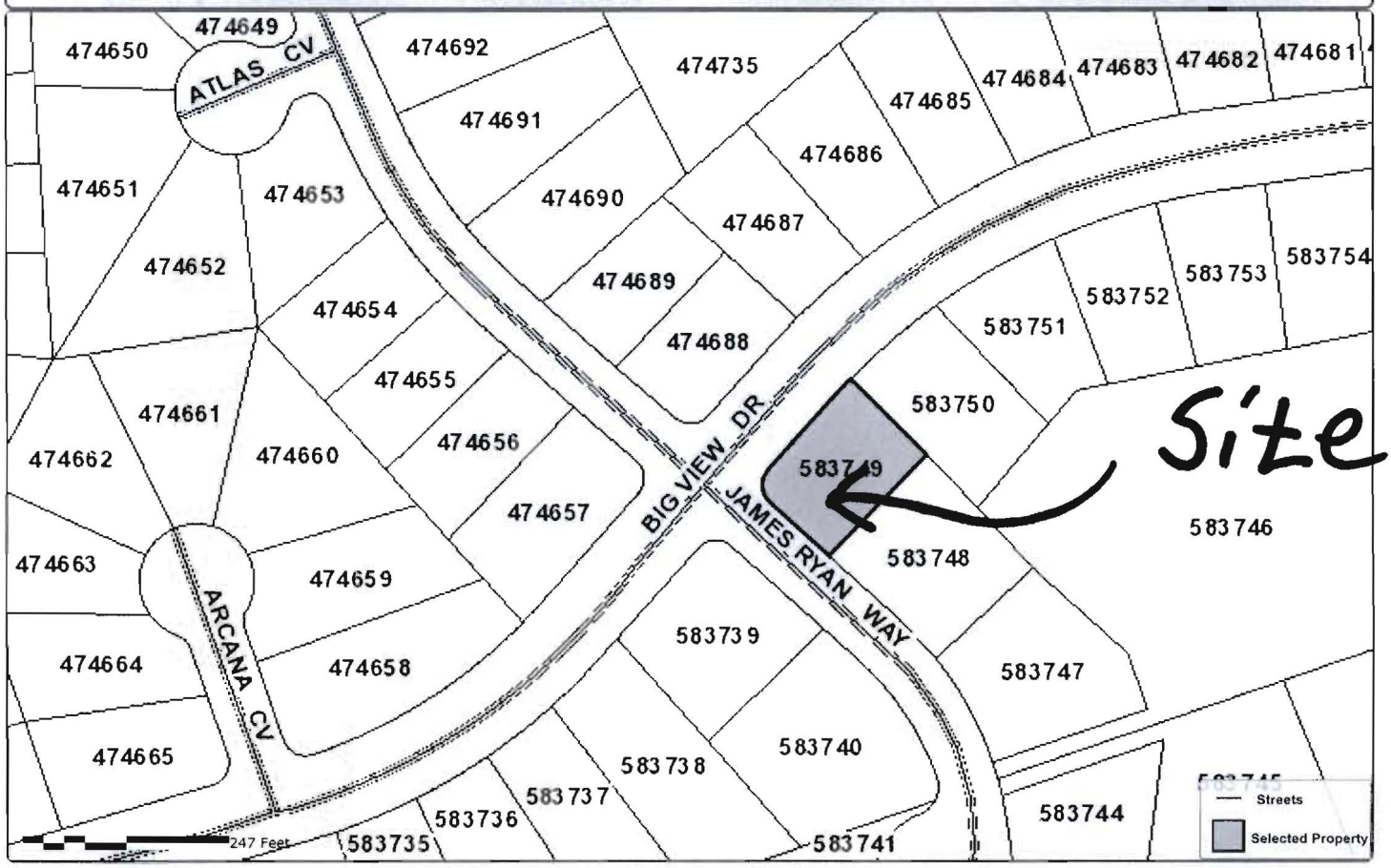
TO APPROVE THE VACATION OF A TEN FOOT WIDE PUBLIC UTILITY EASEMENT LOCATED ALONG THE NORTHWESTERLY SIDE LOT LINE OF LOT 10, BLOCK D OF RIVER PLACE, SECTION 15–A SUBDIVISION IN PRECINCT 2

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

FOR MORE INFORMATION CALL 854–9383

Created 11-07-13 @ 4:45 pm

Travis CAD - Map of Property ID 583749 for Year 2013



Property Details

Account

Property ID: 583749
Geo ID: 0139340942
Type: Real
Legal Description: LOT 10 BLK D RIVER PLACE SEC 15

Location

Situs Address: 10224 JAMES RYAN WAY TX 78730
Neighborhood: RIVER PLACE INTERIOR
Mapsco: 522F
Jurisdictions: 0A, 03, 2J, 52, 59, 68, 69

Owner

Owner Name: NUNES GARY & CORINNE
Mailing Address: , 2161 EL MONTE DR, , THOUSAND OAKS, CA 91362-1826

Property

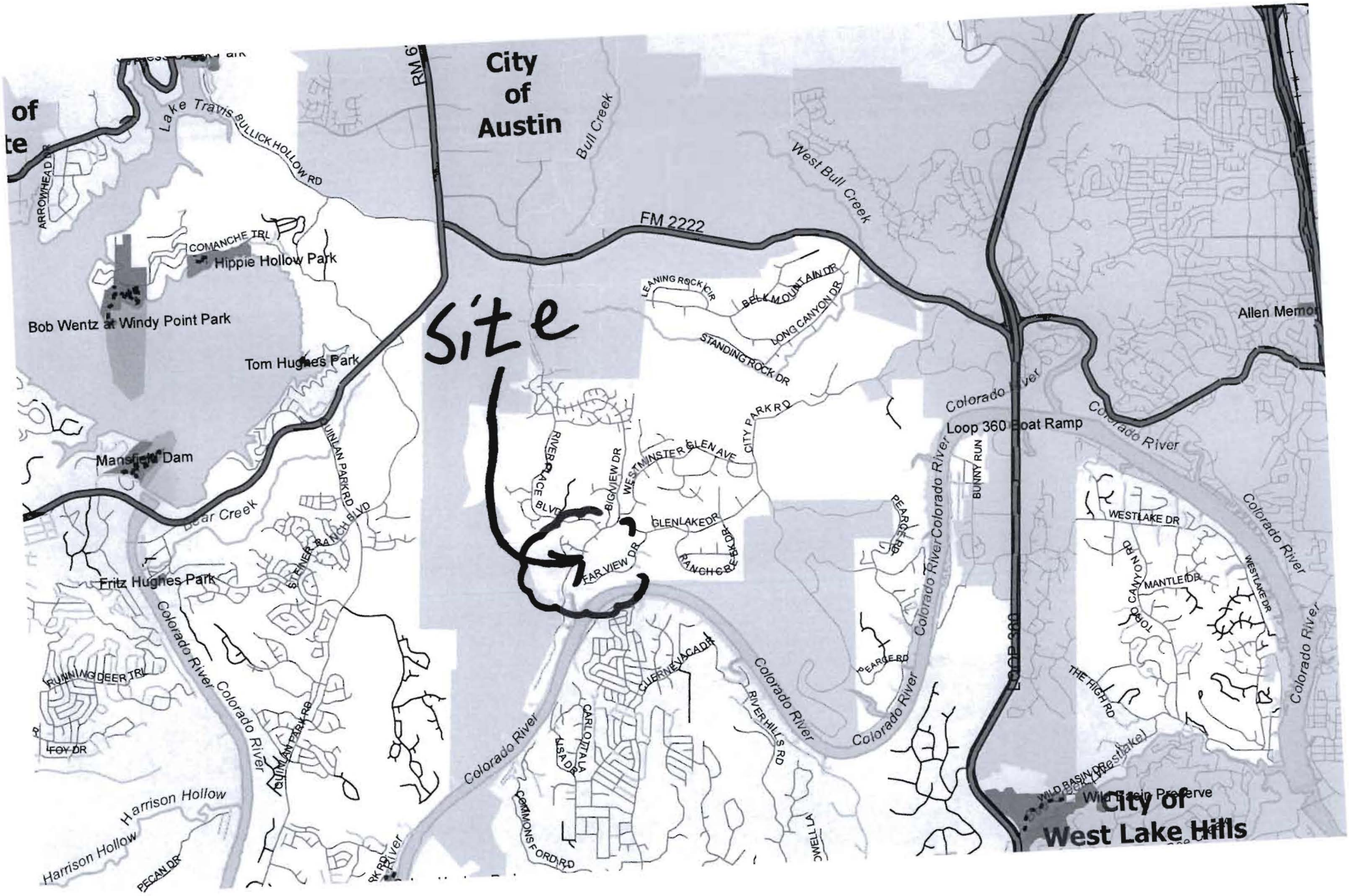
Appraised Value: $597,625.00

http://propaccess.traviscad.org/Map/View/Map/1/583749/2013

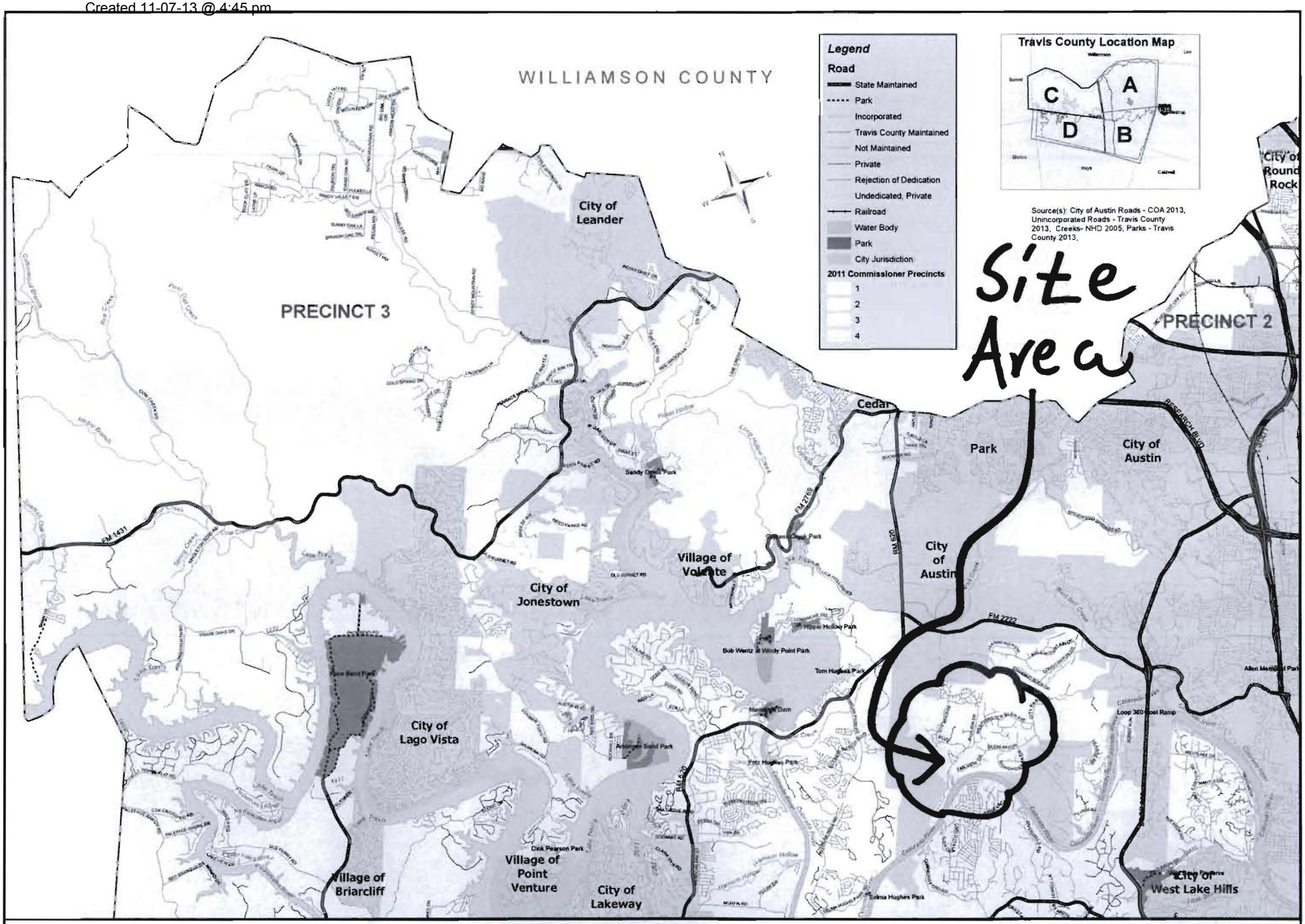
powered by: PropertyACCESS www.trueautomation.com

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

Created 11-07-13 @ 4:45 pm



Created 11-07-13 @ 4:45 pm



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 C

0 1 Miles

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

Travis County Commissioners Court Agenda Request

Meeting Date: November 12, 2013
Prepared By: Chiddi N'Jie, P.E., Engineer Specialist
Phone #: (512) 854-7585
Division Director/Manager: Steve Sun, P.E., Assistant Public Works Director
Department Head: Steven M. Manilla, P.E., County Executive-TNR
Sponsoring Court Member: Commissioner Davis, Precinct One

AGENDA LANGUAGE: Consider and take appropriate action on a request to authorize using $1,200,000.00 from the 2001 Precinct One Road Bond Savings for the Howard Lane Extension Project from Cameron Road (Harris Branch Road) to S.H. 130 in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

The Howard Lane II roadway extension project was authorized under the 2005 Bond Program. It is jointly funded by adjacent landowners, Travis County, City of Austin (City) (through an Interlocal Agreement), and Texas Department of Transportation (TxDOT) (through an Advance Funding Agreement). The proposed design is a four-lane divided roadway (MAD4) with, 2 bridges, a bicycle lane and sidewalk on each side of the street, subsurface storm drainage system, waterline extension, and associated utility relocations.

The Howard Lane limits are from Cameron Road/Harris Branch Pkwy to S.H. 130. A segment of Cameron Road/Harris Pkwy, from just south of Howard Lane to Gregg Lane, is also included in the project limits. This segment of roadway will be improved from 2-lane to 4-lane plus subsurface storm drainage system, and associated utility relocations. Futher, improvements to a section of Hill Lane is also included in this project per the Public-Private Participation Agreement. Funds for Hill Lane improvements have been received from adjacent landowners.

This roadway is classified by Capital Area Metropolitan Planning Organization (CAMPO) as an arterial (MAD4) in the CAMPO Mobility 2035 transportation plan.

This funding transfer is needed to cover the balance needed in the county's funding to construct the road. A strengthened pavement structure now required over the heavy clay subgrade is the main reason that additional funds are required. Recent improvements of the economy may have also contributed to the higher bid price to be about 5% over the engineer's construction cost estimate.
The total bid amount is $19,966,546.58.

Cyd Grimes	Purchasing Agent	Purchasing	(512) 854-9700
Hannah York	Auditor's Office	Auditor	(512) 854-9125
Tawana Gardner	Financial Analyst	TNR	(512) 854-7679
Chiddi N'Jie	Engineer Specialist	TNR	
Steve Sun	Assistant Public Works Director	TNR	(512) 854-4660
Donna Williams-Jones	Financial Analyst	TNR	(512) 854-7677

CN:SS:cn
3101 - Public Works/CIP -

HOWARD LANE EXTENSION ROAD IMPROVEMENT
LOCATION MAP

Google earth

miles 1
km 2

Created 11-07-13 @ 4:45 pm

ATTACHMENT "B"

BID SUMMARY

Item	Description & Funding Entity	Bid Amount
A	Base Bid Howard Ln (Travis County)	$8,199,974.50
B	Additive Alternate #1 Howard Ln (COA Howard Ln)	$8,620,137.90
D	Alternate #1 (COA Cameron Rd/Harris Branch to Gregg Lane)	$2,246,441.33
E	Additive Alternate # 3 Hill Lane (Trafalgar)	$215,415.35
F	Additive Alternate # 4 (COA Waterline)	$546,629.00
G	Additive Alternate # 5 (Trafalgar Howard Ln Culvert System)	$137,948.50
Total Contract Amount		**$19,966,546.58**

ATTACHMENT "C"

ACCOUNT RESERVATION INFORMATION

WBS Element: RDCN.149.000011				
Fund Reservation	Fund	Fund Center	G/L	Amount
300000849	4043	1490190000	522040	$579,879.00
300000849	4046	1490190000	522040	$620,121.00
Total Amount				$1,200,000

Travis County Commissioners Court Agenda Request

Meeting Date: November 12, 2013
Prepared By: Linda Laack, Enviromental Resources Management Senior
Phone #: (512) 219-6190
Division Director/Manager: Jon White/Wendy Connally - Natural Resources and Environmental Quality Division

Department Head: Steven M. Manilla, P.E., County Executive-TNR
Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action regarding a License Agreement with Bobby Jay Williamson for trapping and controlling the feral hog population in Travis County's Parks and the Balcones Canyonlands Preserve (BCP) in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

The goal of this request is to control the serious feral hog damage on Travis County Parks and the BCP. Feral hogs are members of the same family as domestic hogs, and include European wild hogs, feral domestic hogs, and hybrids. Feral hogs are omnivorores. They destroy large areas of vegetation as they search for roots and invertebrates in the soil. They also prey on native animals. Adjacent to parks and the BCP, feral hogs destroy landscaping in subdivisions, damage cropland, and kill young livestock. The feral hogs in Travis County either escaped captivity or were introduced to undeveloped areas of the county primarily for hunting purposes. Since most fences do not restrict their movements, the feral hog population has been spreading out and expanding its range within the county. Currently, the largest numbers of feral hogs appear to be located in the northwestern, far eastern and western parts of the county.

The feral hog is an unprotected, non-game animal under Texas Parks and Wildlife Department regulations and therefore may be taken at any time of the year. This plan to remove feral hogs from Travis County BCP lands is in accordance with our BCP Land Management Plan that was approved by the BCCP Coordinating Committee and the U.S. Fish and Wildlife Service. Use of License Agreements with volunteer hog trappers is an approved practice in the Wildlife Management Permit for Travis County Managed Parks and Preserves.

Travis County is currently managing over 12,000 acres of Parks and Preserve lands, much of which is currently populated by feral hogs. On the BCP, hogs are doing serious damage to sensitive habitats, including along springs and streams

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Jon White	Natureal Resources Envriomental Quality Division Director	TNR-NREQ	(512) 854-7212

CC:

Wendy Connally	Natural Resources Program Manager	TNR	(512) 854-7214
Julie Joe	County Attorney	CA	(512) 854-4835
Charles Bergh	Parks Program Manager	TNR	(512) 854-9408
Robert Armistead	Parks Division Manager	TNR	(512) 854-9831

: :
0801 - NREQ -

LICENSE AGREEMENT BETWEEN TRAVIS COUNTY AND BOBBY JAY WILLIAMSON FOR USE OF COUNTY PROPERTY TO TRAP FERAL HOGS

This License Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and Bobby Jay Williamson, an individual residing in Travis County, Texas ("Licensee").

RECITALS

WHEREAS, County owns or manages certain undeveloped lands throughout Travis County (the "Property");

WHEREAS, County has recognized a need to control the feral hog population on the Property and desires to permit Licensee to use certain and specific acreage within the Property for the purpose of trapping, shooting, and removing feral hogs;

WHEREAS, the County Executive of the Travis County Transportation and Natural Resources Department ("County Executive") coordinates all wildlife control operations performed on the Property; and

WHEREAS, Licensee desires to perform the feral hog trapping, shooting, and removal services (the "Services") at no charge to County and affirms that he is an experienced shooter and trapper qualified to provide the Services in accordance with the terms and conditions stated herein;

NOW, THEREFORE, County and Licensee, in consideration of the mutual promises herein expressed, covenant and agree as follows:

I. GRANT AND SCOPE OF LICENSE

1.1 County hereby grants to Licensee the right to enter portions of the Property designated by the County Executive or his designee at the dates and times specified in a written request to the Licensee for the sole and exclusive purpose trapping, shooting, and removing feral hogs from the Property (the "License"). Licensee does not have the right to enter upon any portion of the Property not described in the written request and County has the right to exclude Licensee from unlicensed areas at ALL times.

1.2 The License includes the right to bring onto the Property personal property, limited to firearms, materials and equipment, for the purpose stated herein.

1.3 Licensee must be present during performance of the Services. Licensee acknowledges and agrees that he does not have authority to permit agents, employees, guests or any other person to enter the Property, except for two assistants who may accompany Licensee during performance of the Services. The only assistants who may accompany Licensee are Chance Lane Williamson and Ty Matthew Williamson. These assistants are not allowed to shoot on the Property or as part of this Agreement.

II. PURPOSE

2.1 Licensee has the right to enter and use the Property for the sole and exclusive purpose of trapping, shooting, and removing feral hogs in accordance with the terms of this Agreement.

III. CONTROL OF TRAVIS COUNTY

3.1 Licensee must at all times obey the direction and commands of the County Executive or his designees while on the Property. Any disregard of directions is grounds for immediate revocation of the License by the County Executive or his designated representatives. Duly authorized representatives of County may enter the Property, or any portion thereof, at any time, and on any occasion without restrictions whatsoever by Licensee. County reserves the right to prohibit persons, including Licensee and his assistants Chance Lane Williamson and Ty Matthew Williamson, from entering the Property at any time safety may be a concern.

3.2 Licensee must use his best efforts not to interfere with the transaction of County business in and on the Property.

3.3 Licensee agrees to leave the Property in the same and as good a condition as when it was received, reasonable wear and tear excepted. Licensee must not injure, mar, nor in any manner deface the Property, and must not cause or permit anything to be injured, marred or defaced. Unless Licensee has obtained prior written and express consent from the County Executive, Licensee and his assistants may not make any modifications to fences, gates, trails, roads, or any buildings, furnishings or fixtures located on the Property. Licensee is expressly prohibited from bringing any flammable materials onto the Property and may not light fires or fireworks on the Property.

3.4 Licensee must dispatch hogs in a quick and humane manner. No live hogs may be removed from the Property. No animals, other than feral hogs, may be intentionally trapped and no other animals may be killed or removed from the Property.

IV. TERM OF LICENSE

4.1 The License commences on the Effective Date, as defined herein, and terminates three years from the Effective Date (the "License Term"); however, the County and Licensee have the right to terminate this Agreement under the provisions set forth in Section XIV herein.

4.2 County has the option to extend this Agreement for one additional one-year period, during which all provisions will remain unchanged and in full force except for the termination date. To be effective, County must exercise this option in writing at least 30 days prior to expiration of the License Term.

V. LIABILITY AND INDEMNIFICATION

5.1 LICENSEE AGREES TO AND MUST INDEMNIFY, SAVE, AND HOLD HARMLESS COUNTY AND ITS OFFICIALS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE ARISING IN WHOLE OR IN PART FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION OF LICENSEE, OR ANY OF ITS AGENTS, EMPLOYEES, OR INVITEES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE PROPERTY.

VI. RELEASE OF LIABILITY

6.1 Licensee agrees to release, waive, discharge and covenant not to sue County, its agents, officers, and employees for any personal injury, death, or property damage that may occur while Licensee is on the Property, including any injury, death, or property damage caused by the negligence or intentional tort of County, its agents, officers or employees.

6.2 Licensee agrees that this release is binding on his assigns, heirs and next of kin.

6.3 Licensee agrees that this release applies to any premises or special defects arising from the Property.

6.4 Licensee agrees to release County, its agents, officers, and employees from any claim whatsoever on account of first aid or medical treatment rendered for injuries sustained if Licensee or his assistants are treated for any purpose.

6.5 Licensee agrees that this release, waiver and covenant not to sue is intended to be as broad and inclusive as permitted by the laws of the State of Texas.

VII. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

7.1 Licensee and anyone coming upon the Property in connection with this Agreement must comply with all Federal, State, County, and municipal laws and ordinances applicable to the Property, including without limitation, ownership of a valid Texas hunting license issued by the Texas Parks and Wildlife Department. Anyone who violates any applicable laws, ordinances, rules, or regulations may, at County's discretion, be removed from the Property.

VIII. LICENSES AND PERMITS

8.1 Except as otherwise expressly provided herein, Licensee is responsible for obtaining or providing all required permits, taxes, excise fees, and license fees required by any governmental authority, including, without limitation, the United States Fish and Wildlife Service and the Texas Parks and Wildlife Department, to provide the Services.

IX. SECURITY

9.1 County and Licensee agree that County is not responsible for the protection or security of personal property brought onto the Property by Licensee or any of his agents, employees, guests or any other person coming upon the Property. Further, County and Licensee agree that Licensee is solely responsible at all times during the License Term for the actions and safety of any person utilizing the Property under this Agreement, including, without limitation, protecting the person from injury or death.

X. OCCUPANCY INTERRUPTION

10.1 If the County Executive or any of his designated representatives determines that, due to conditions beyond the County's control, including property damage caused by fire, flood, tornado, windstorm, or vandalism, civil tumult, riots, or any other act over which County has no control, it is impossible or unsafe to provide access to the Property as contracted herein, County may revoke the License granted hereunder and have no other liability to Licensee on account of such revocation.

XI. RELATIONSHIP OF PARTIES

11.1 Except as provided herein, County will exercise no supervision or control over Licensee, its employees, or any other person in the service of Licensee, and

County will provide no special services other than those specifically mentioned herein.

11.2 Nothing contained in this Agreement is to be deemed or construed to create a partnership or joint venture between County and Licensee, or cause County to be liable in any way for the debts and obligations of Licensee.

XII. NON-ASSIGNMENT

12.1 Unless Licensee has obtained express written consent from County, Licensee may not transfer or assign this Agreement, sub-lease the Property, or allow use of the Property other than as herein specified. If Licensee attempts to sub-lease the Property, County may terminate this Agreement and revoke the License granted hereunder. NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY, EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT OR TO WAIVE ANY BREACH OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE TRAVIS COUNTY COMMISSIONERS COURT.

XIII. MONITORING

13.1 Licensee must perform the Services at a standard acceptable for similar services in Travis County and in a prompt and efficient manner. Specifically, Licensee must perform the Services in conformance with the following trapping standards:

13.1.1 Prior to commencing the Services, Licensee must coordinate with designated County staff to obtain written approval from the County Executive or his designee for all baiting, trapping, and trap site shooting locations and all trap designs.

13.1.2 Licensee must monitor set traps every day and must place the traps, to the extent possible, in shaded locations.

13.1.3 Licensee must treat trapped animals as humanely as possible and dispatch trapped animals in a humane fashion. Licensee must perform each killing as quickly and painlessly as possible and immediately remove each carcass from the Property. Licensee may not remove live-trapped animals from the Property.

13.1.4 Licensee must obtain prior written approval from the County Executive or his designee for any firearm or other weapon to be used by Licensee in performing the Services.

13.1.5 By the 15th day of each month that this Agreement is in effect, Licensee must provide to the County Executive or his designee a written report of

the total number and the sex of each feral hog handled, killed, and removed during the previous month.

13.2 County reserves the right to perform periodic on-site monitoring of Licensee's compliance with the above-listed standards and the other terms of this Agreement and the adequacy and timeliness of Licensee's performance.

XIV. TERMINATION

14.1 County has the right to terminate this Agreement and to revoke the License granted hereunder at any time if the County Executive, in his sole discretion, determines that Licensee has failed to abide by the terms and conditions set forth herein. If the County Executive decides to exercise this right of termination, he will provide Licensee written notice of the termination and either:

(a) grant Licensee an opportunity to cure within ten days following receipt of the notice by Licensee and specify that Licensee's right to enter and use the Property will cease if Licensee fails to cure the default before the eleventh calendar day after Licensee receives a notice of termination , or

(b) specify the effective date of termination, and upon that date, Licensee's right to enter and use the Property will cease.

14.2 Either party may terminate this Agreement for any reason prior to expiration of the License Term by providing 30 days' advance written notice to the other party at the address set forth in Section XV of this Agreement. Such notice must state the effective date of termination, and upon that date Licensee's right to enter and use the Property will cease.

XV. NOTICES

15.1 Any notice to be given hereunder by either party to the other must be in writing and may be effected by personal delivery, in writing, or registered or certified mail, return receipt requested. Notices will be considered sufficient if made or addressed as follows:

If to Licensee: Mr. Bobby Jay Williamson
2200 Park Lane
Webberville, Texas 78621

If to County: Mr. Steven M. Manilla, P.E. (or successor)
County Executive

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

XVI. NON-WAIVER OF DEFAULT

16.1 No payment, act, or omission by either party may constitute or be construed as a waiver of any breach or default of the other party which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this Agreement is not to be construed as a waiver of that right or privilege.

16.2 All rights of either party under this Agreement are specifically reserved and any payment, act or omission will not impair or prejudice any remedy or right of either party under it. No right or remedy stated in this Agreement will preclude the exercise of any other right or remedy under this Agreement, the law or at equity, nor will any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

XVII. MEDIATION

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

XVIII. VENUE AND CHOICE OF LAW

18.1 ALL OBLIGATIONS AND UNDERTAKINGS PERMITTED UNDER THIS AGREEMENT ARE PERFORMABLE IN TRAVIS COUNTY, TEXAS. THIS AGREEMENT IS GOVERNED BY AND IS TO BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

XIX. SEVERABILITY

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

XX. ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, County and Licensee have executed this Agreement effective as of the later date indicated below (the "Effective Date").

TRAVIS COUNTY:

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

LICENSEE:

_____
Bobby Jay Williamson

Date: _____

Created 11-07-13 @ 4:45 pm

Item 10

Travis County Commissioners Court Agenda Request

Meeting Date: November 12, 2013
Prepared By: Joe Arriaga, Planner Senior
Phone #: (512) 854-7562
Division Director/Manager: Anna Bowlin, Division Director of Development Services and Long Range Planning

Department Head/Title: Steven M. Manilla, P.E., County Executive-TNR
Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE:
Consider and take appropriate action on the following requests in Precinct Three:
A) On a final plat for recording - The Hills of Bear Creek-Section 1 - Final Plat (Long Form Final Plat – 83 total lots – 26.22 acres – FM 1626 – City of Austin ETJ); and
B) A Subdivision Construction Agreement between Travis County and Milestone Community Builders.

BACKGROUND/SUMMARY OF REQUEST:
This long form final plat consists of 83 total lots (78 single-family lots, 2 open space lots, 1 amenity lot, and 2 drainage lot) on 26.22 acres. The property is located in the City of Austin 2 Mile ETJ. There are 3,734 linear feet of public streets being proposed with this final plat. The parkland fees totaling $7843.00 have been paid to Travis County. Fiscal surety has been posted. Water and wastewater service to be provided by the City of Austin.

STAFF RECOMMENDATIONS:
As this final plat was approved by the City of Austin's Zoning and Platting Commission on November 5, 2013, and the plat meets all City of Austin/Travis County subdivision standards; Single Office staff recommends approval of the final plat.

ISSUES AND OPPORTUNITIES:
Staff has not been contacted by anyone via e-mail, telephone, or letter on this development, and staff has not registered any interested parties nor received any other inquiries for this project.

FISCAL IMPACT AND SOURCE OF FUNDING:
N/A

EXHIBITS/ATTACHMENTS:

Location Map
Proposed Final Plat
Subdivision Construction Agreements
Precinct Map

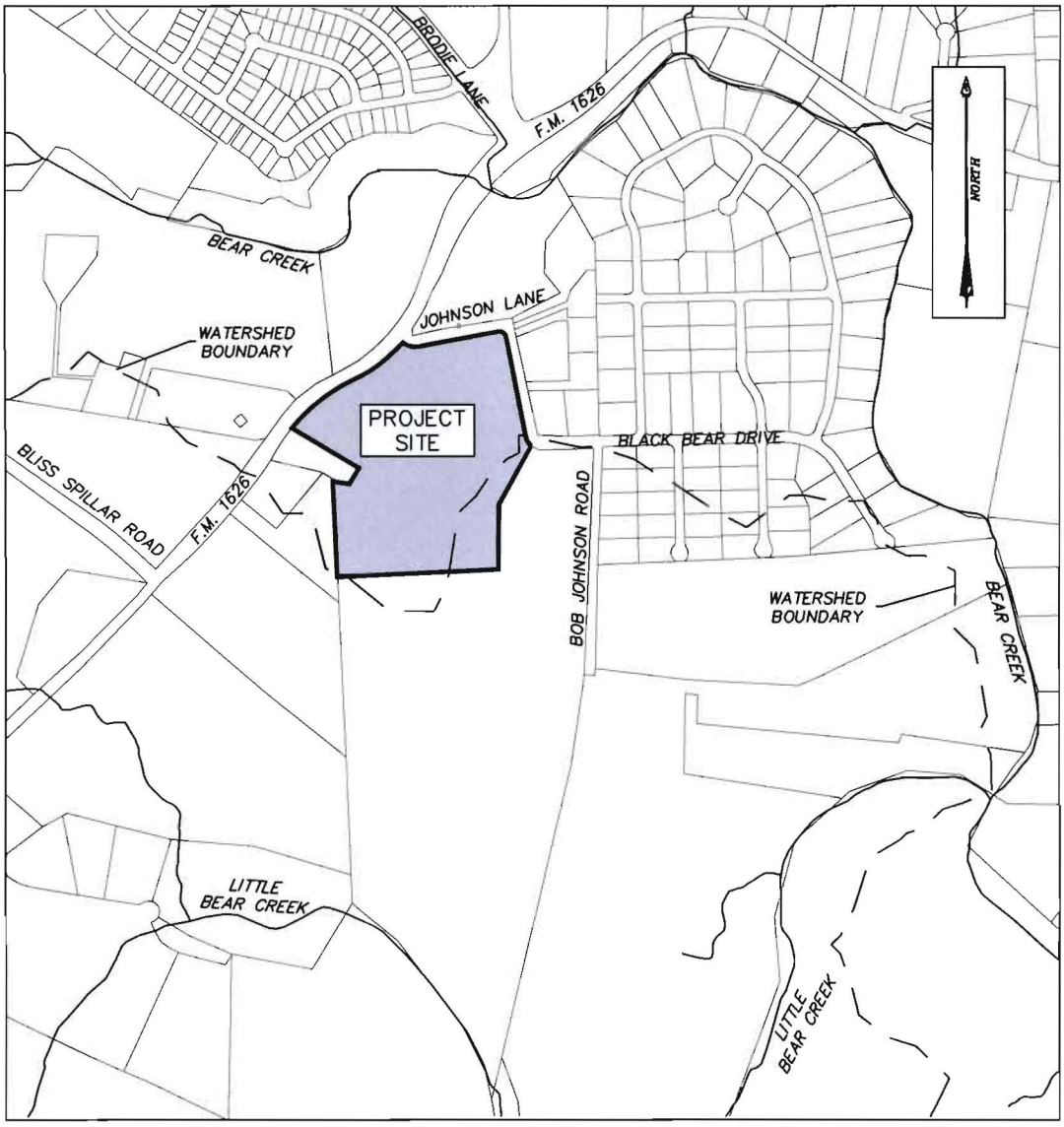
REQUIRED AUTHORIZATIONS:

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

CC:

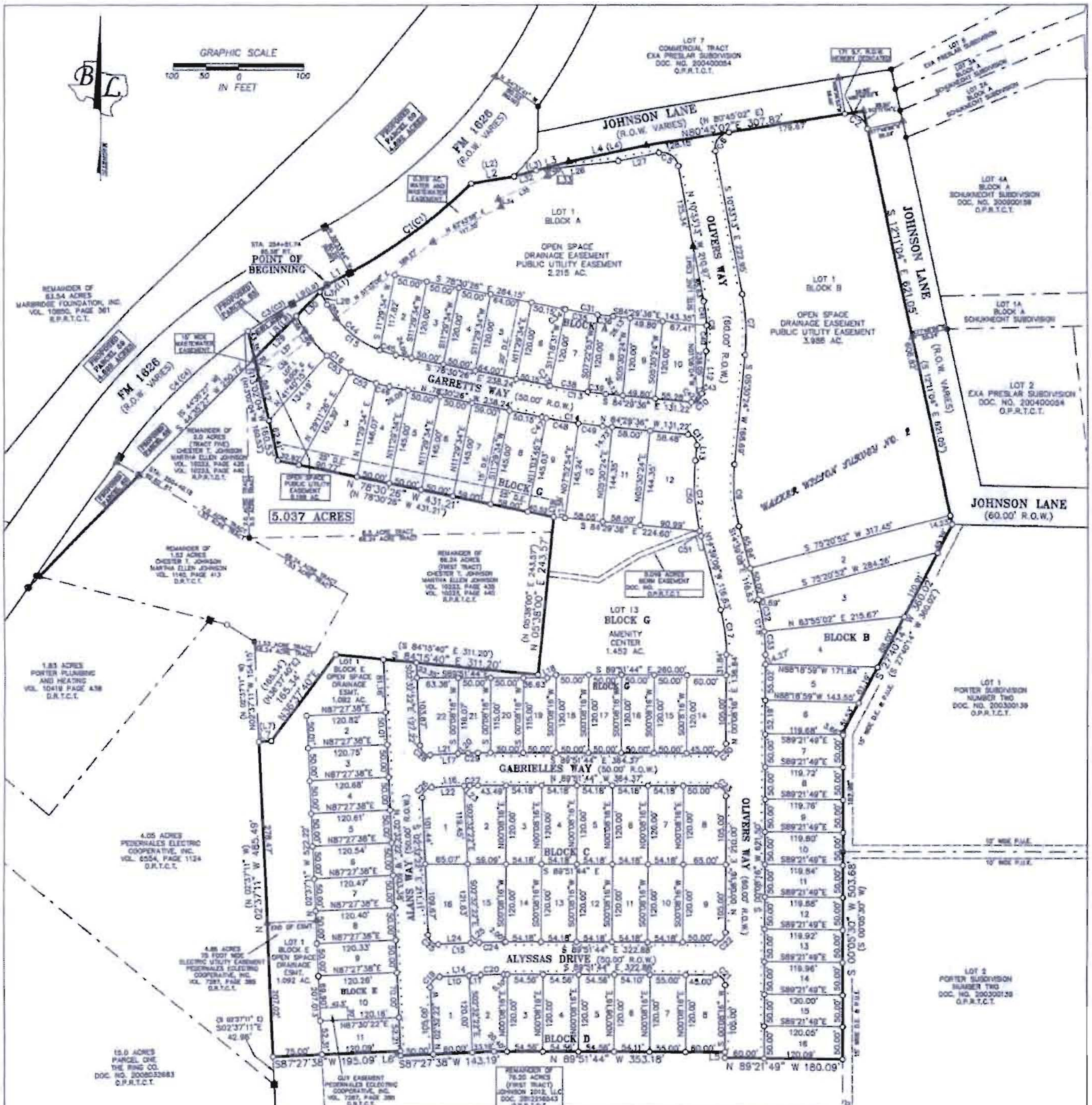
JA:AB:ja
1101 - Development Services Long Range Planning- Hills of Bear Creek

Created 11-07-13 @ 4:45 pm



LOCATION MAP

Created 11-07-13 @ 4:45 pm



OWNER: JOHNSON 2012, LLC (A TEXAS LIMITED LIABILITY COMPANY)
9111 JOLLYVILLE ROAD
SUITE 111
AUSTIN, TEXAS 78759

ACREAGE: 26.320 ACRES

SURVEY: WALKER WILSON SURVEY NO. 2

DATE: 10 JUNE 2013

SURVEYOR: BASELINE LAND SURVEYORS, INC.

ENGINEER: HANRAHAN PRITCHARD ENGINEERING, INC.

LINEAR FEET OF NEW STREETS: 3,724'

NUMBER OF LOTS: 83

NUMBER OF LOTS BY TYPE: RESIDENTIAL: 78 LOTS; OPEN SPACE/DRAINAGE/P.U.E: 2; OPEN SPACE/P.U.E: 1; AMENITY CENTER LOT: 1; OPEN SPACE/DRAINAGE: 1.

ACREAGE BY LOT TYPE: R.O.W.: 4.528 AC.; RESIDENTIAL: 12.748 AC.; OPEN SPACE/DRAINAGE: 1.092 AC.; OPEN SPACE/DRAINAGE/P.U.E.: 6.201 AC.; OPEN SPACE/P.U.E.: 0.198 AC.; AMENITY CENTER LOT: 1.452 AC.

BENCHMARK INFORMATION: COTTON SPINDLE SET AT THE INTERSECTION OF THE EAST RIGHT OF WAY OF F.M. 1626 AND THE SOUTH RIGHT OF WAY OF BOB JOHNSON LANE; APPROX. 51' NORTHEAST OF THE NORTHWEST PROPERTY CORNER.
ELEVATION = 877.98

LEGEND

●	1/2" REBAR FOUND
●	1/2" REBAR FOUND WITH 2" ALUMINUM CAP WHICH READS "TX. DEPT. OF TRANS. PROPERTY CORNER"
▲	NAIL FOUND
■	CONCRETE MONUMENT FOUND (TYPE I)
○	FENCE POST FOUND FOR CORNER
△	CALCULATED POINT
○	1/2" REBAR SET WITH PLASTIC CAP WHICH READS "BASELINE INC"
R.O.W.	RIGHT OF WAY
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
· · · ·	PROPOSED SIDEWALKS
( )	RECORD INFO. PER DOC. NO. 2012216543, O.P.R.T.C.T.
(D.R.T.C.T.)	DEED RECORDS OF TRAVIS COUNTY, TEXAS
(R.P.R.T.C.T.)	REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

LINEAR FEET OF NEW STREETS		R.O.W. WIDTH
OLIVERS WAY	1,420 L.F.	60' R.O.W.
GARRETTS WAY	583 L.F.	50' R.O.W.
ALANS WAY	657 L.F.	50' R.O.W.
GABRIELLES WAY	553 L.F.	50' R.O.W.
ALYSSAS WAY	508 L.F.	50' R.O.W.
TOTAL	3,724 L.F.	

C8J-2012-0095.1A

File:S:\Projects\Johnson\Dwg\Phase 1 Final Plat.dwg
Scale (Hor.): 1"=100' Date: 08/29/13
Drawn By: JSL
Checked By: RLW
Revision 1:
Revision 2:
Revision 3:
Revision 4:

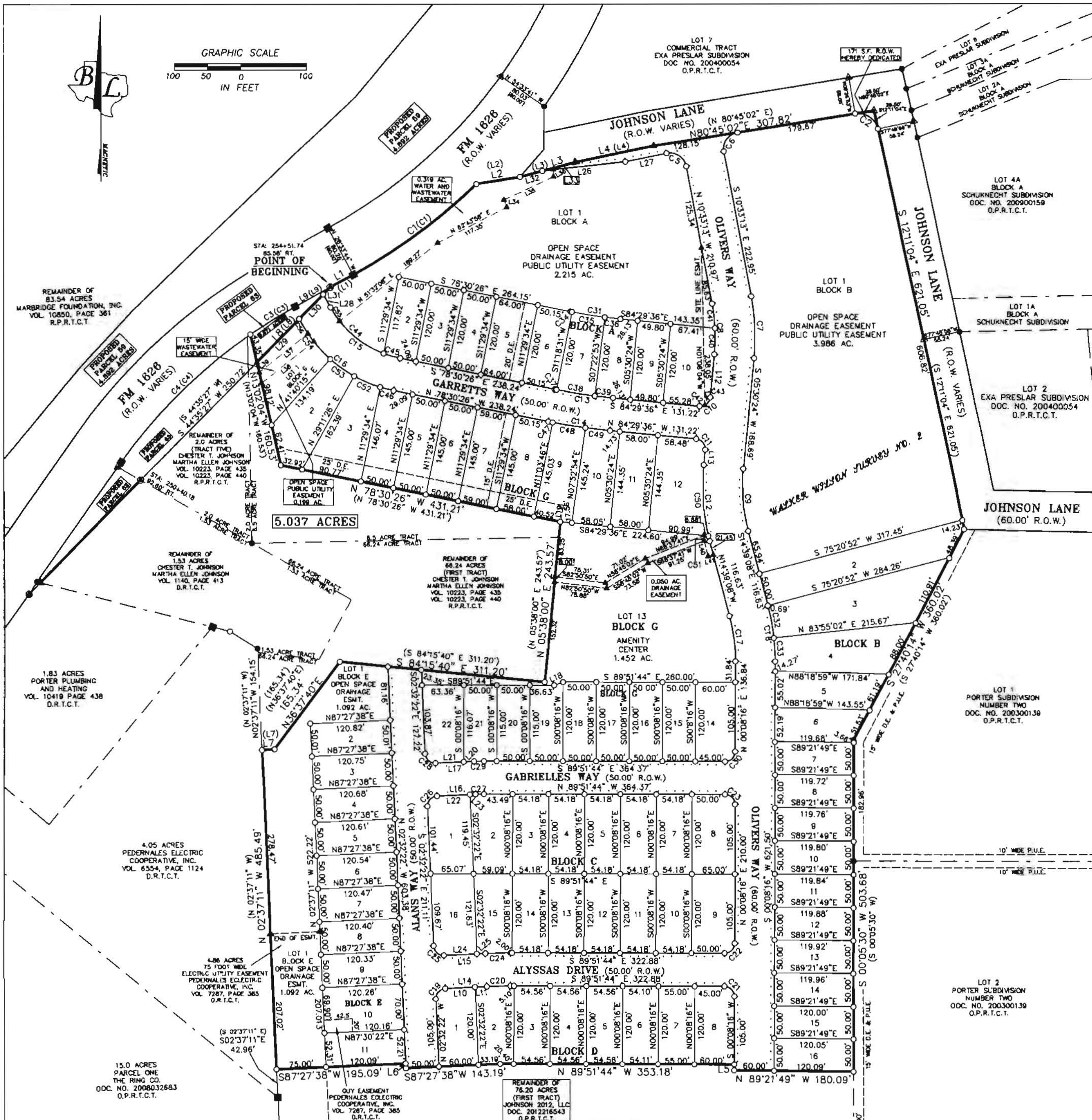
SHEET 02 of 04

THE HILLS OF BEAR CREEK SECTION ONE FINAL PLAT

HPE

Base Line
BASELINE LAND SURVEYORS, INC.

Created 11-07-13 @ 4:45 pm



15.0 ACRES
PARCEL ONE
THE RING CO.
DOC. NO. 2008032683
O.P.R.T.C.T.

GUY EASEMENT
PEDERNALES ELECLECTRIC
COOPERATIVE, INC.
VOL. 7287, PAGE 385
O.R.T.C.T.

4.86 ACRES
75 FOOT WIDE
ELECTRIC UTILITY EASEMENT
PEDERNALES ECLECTRIC
COOPERATIVE, INC.
VOL. 7287, PAGE 385
O.R.T.C.T.

LOT 3
PORTER SUBDIVISION
NUMBER TWO
DOC. NO. 200300139
O.P.R.T.C.T.

LEGEND

●	1/2" REBAR FOUND
●	1/2" REBAR FOUND WITH 2" ALUMINUM CAP WHICH READS "TX. DEPT. OF TRANS. PROPERTY CORNER"
▲	NAIL FOUND
■	CONCRETE MONUMENT FOUND (TYPE I)
○	FENCE POST FOUND FOR CORNER
▲	CALCULATED POINT
○	1/2" REBAR SET WITH PLASTIC CAP WHICH READS "BASELINE INC"
R.O.W.	RIGHT OF WAY
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
. . . .	PROPOSED SIDEWALKS
( )	RECORD INFO. PER DOC. NO. 2012216543, O.P.R.T.C.T.
(D.R.T.C.T.)	DEED RECORDS OF TRAVIS COUNTY, TEXAS
(R.P.R.T.C.T.)	REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

OWNER:	JOHNSON 2012,, LLC (A TEXAS LIMITED LIABILITY COMPANY) 9111 JOLLYVILLE ROAD SUITE 111 AUSTIN, TEXAS 78759
ACREAGE:	26.220 ACRES
SURVEY:	WALKER WILSON SURVEY NO. 2
DATE:	23 OCTOBER 2013
SURVEYOR:	BASELINE LAND SURVEYORS, INC.
ENGINEER:	HANRAHAN PRITCHARD ENGINEERING, INC.
LINEAR FEET OF NEW STREETS:	3,724'
NUMBER OF LOTS:	83
NUMBER OF LOTS BY TYPE:	RESIDENTIAL: 78 LOTS; OPEN SPACE/DRAINAGE/P.U.E: 2; OPEN SPACE/P.U.E: 1; AMENITY CENTER LOT: 1; OPEN SPACE/DRAINAGE: 1.
ACREAGE BY LOT TYPE:	R.O.W.: 4.528 AC.; RESIDENTIAL: 12.748 AC.; OPEN SPACE/DRAINAGE: 1.092 AC.; OPEN SPACE/DRAINAGE/P.U.E.: 6.201 AC.; OPEN SPACE/P.U.E.: 0.199 AC.; AMENITY CENTER LOT: 1.452 AC.
BENCHMARK INFORMATION:	COTTON SPINDLE SET AT THE INTERSECTION OF THE EAST RIGHT OF WAY OF F.M. 1626 AND THE SOUTH RIGHT OF WAY OF BOB JOHNSON LANE: APPROX. 51' NORTHEAST OF THE NORTHWEST PROPERTY CORNER. ELEVATION = 677.98

LINEAR FEET OF NEW STREETS		R.O.W. WIDTH
OLIVERS WAY:	1,425 L.F.	60' R.O.W.
GARRETTS WAY:	662 L.F.	50' R.O.W.
ALANS WAY:	607 L.F.	60' R.O.W.
GABRIELLES WAY:	522 L.F.	50' R.O.W.
ALLYSAS WAY:	508 L.F.	50' R.O.W.
TOTAL:	3,724 L.F.	

C8J-2012-0095.1A

File:S:\Projects\Johnson\Dwg\Phase 1 Final Plat.dwg	
Scale (Hor.): 1"=100'	Date: 10/23/13
Drawn By: JSL	
Checked By: RLW	
Revision 1:	
Revision 2:	
Revision 3:	
Revision 4:	

SHEET 02 of 04

THE HILLS OF BEAR CREEK SECTION ONE FINAL PLAT

HPE
HANRAHAN • PRITCHARD ENGINEERING, INC.
CONSULTING ENGINEERS
8333 CROSS PARK DRIVE
AUSTIN, TEXAS 78754

Base Line
BASELINE LAND SURVEYORS, INC.
PROFESSIONAL LAND SURVEYING SERVICES
8333 CROSS PARK DRIVE
AUSTIN, TEXAS 78754

82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This Agreement is made and entered into by and between Milestone Community Builders, LLC, (the "Subdivider") and Travis County, Texas, (the "County), hereinafter collectively referred to as the "Parties".

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

WHEREAS, the Subdivider desires to subdivide the Property, pursuant to the proposed final plat of "The Hills of Bear Creek, Section 1" (the "Subdivision"); and

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

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

NOW, THEREFORE, the Parties agree as follows:

I. Subdivider's Obligations

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

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

C. Alternative Fiscal. Notwithstanding any other provisions of this Agreement, the Subdivider may request the Commissioners Court to hold the administratively approved plat in abeyance until all streets, alleys, sidewalks, and drainage improvements in the Subdivision. The Subdivider must post fiscal security to secure

restoration of disturbed areas should construction not be completed. Upon satisfactory completion, the submitted plat shall be forwarded to the Commissioners Court for approval and recording, provided adequate fiscal security has been posted to secure the one year Construction Performance Period described below.

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

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

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

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

1) a professional engineer's certification of quantities of work completed;

2) a contractor's invoice for work completed; and

3) a TNR inspection report, indicating the completion of the portion of the work represented by the contractor's invoice.

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

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

II. County's Obligations

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

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

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

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

1. The failure of the Subdivider to construct the Improvements to the applicable County Standards;

2. The Subdivider's failure to renew or replace the Security at least forty-five (45) days prior to its expiration;

3. The acquisition of the Property or a portion of the Property by the issuer of the Security or other creditor through foreclosure or an assignment or conveyance in lieu of foreclosure;

4. The arrangement by the Commissioners Court for the completion of one or more of the Improvements; or

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

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

F. Use of Proceeds.

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

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

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

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

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

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

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

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

III. MISCELLANEOUS

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

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

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

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

E. Indemnification. The Subdivider shall indemnify and hold the County harmless from and against all claims, demands, costs, and liability of every kind and nature,

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

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

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

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

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

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

Subdivider: Milestone Community Builders, LLC
9111 Jollyville Road, Suite 111
Austin, TX 78759
Attn: Garrett Martin

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

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

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

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

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

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

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

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

TRAVIS COUNTY, TEXAS

_____
County Judge

Date:_____

SUBDIVIDER:

By:_____
Name: Garrett Martin
Title: President & CEO

Date: 9-16-2013

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 16th day of September, 2013, by Garrett Martin, President, in the capacity stated herein.

ELLEN K. HARRISON
Notary Public, State of Texas
My Commission Expires
June 02, 2015

Ellen K. Harrison
Signature of Notary

After Recording Return to:

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

EXHIBIT A:
METES AND BOUNDS DESCRIPTION OF PROPERTY

Base Line Land Surveyors, Inc.
8333 Cross Park Drive
Austin, Texas 78754
Office: 512.374.9722
Fax: 512.873-9743

METES AND BOUNDS DESCRIPTION

BEING 26.220 ACRES OF LAND OUT OF THE WALKER WILSON SURVEY NO. 2, IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF A 72.60 ACRE TRACT CONVEYED TO JOHNSON 2012 LLC, BY INSTRUMENT OF RECORD IN DOC. NO. 2012216543 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS, THEREIN KNOWN AS "FIRST TRACT" AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found with a 2" aluminum cap which reads "TX. Dept. of Trans. Property Corner" in the east right-of-way line of FM 1626 (R.O.W. varies), 85.58 feet right of Engineer's Centerline Station 254+51.74, same being in the west line of said 72.60 acre tract, and also being the north corner of the proposed "Parcel 63" as shown on the R.O.W. map of the FM 1626 right-of-way Widening Project, prepared by SAM, Inc., from which a Type I concrete monument found for a point of curvature in the east right-of-way line of said FM 1626 and the west line of said proposed "Parcel 63", bears South 61°12'02" West a distance of 61.23 feet (record - South 61°12'02" West a distance of 61.23 feet);

THENCE along the east right-of-way line of FM 1626 and the west and north lines of the 72.60 acre tract line the following three (3) courses:

1. North 61°59'59" East (record - North 61°59'59" East) a distance of 39.22 feet to a type I concrete monument for a point of curvature, from which a Type I concrete monument found in the west right-of-way line of FM 1626, the east line of a remainder of an 11.229 acre tract of land conveyed to Marbridge Foundation, Inc. by instrument of record in Volume 11566, Page 929 of the Real Property Records of Travis County, Texas, and also being in the east line of proposed "Parcel 59" of said R.O.W. map, bears North 28°33'44" West a distance of 80.26 feet (record – 80.00 feet);

2. Along a tangential curve to the left, having a radius of 858.51 feet (record - 858.51 feet), a length of 231.39 feet (record - 231.39 feet), a delta angle of 15°26'33" (record - 15°26'33") and a chord which bears North 53°37'49 East a distance of 230.69 feet (record - North 53°37'49" East a distance of 230.69 feet) to a 1/2" rebar set with plastic cap which reads "Baseline, Inc." for the northwest corner of the 72.60 acre tract;

3. North 80°51'32" East a distance of 66.91 feet (record - North 80°51'32" East a distance of 66.91 feet) to a 1/2" rebar set with plastic cap which reads "Baseline, Inc." at the point of intersection of the east right-of-way line of FM 1626 and the south right-of-way line of Johnson Lane (R.O.W. varies);

THENCE along the north and east lines of the 72.60 acre tract and the south and west right-of-way lines of said Johnson Lane the following four (4) courses:

1. North 75°01'16" East (record - North 75°01'16" East) a distance of 86.42 feet to a nail found;

2. North 77°59'35" East (record – North 77°59'35" East) a distance of 120.91 feet to a calculated point;
3. North 80°45'02" East (record – North 80°45'02" East) a distance of 336.32 feet to a calculated point for the northeast corner of the 72.60 acre tract;

4. South 12°11'04" East (record – South 12°11'04" East) a distance of 649.55 feet to a 1/2" rebar set with plastic cap which reads "Baseline, Inc." for an angle point in the east line of the 72.60 acre tract and the west right-of-way line of Johnson Lane, and being the northwest corner of Lot 1, Porter Subdivision Number Two, a subdivision of record in Doc. No. 200300139 of the Official Public Records of Travis County, Texas;

THENCE South 27°40'14" West (record - South 27°40'14" West), along the east line of the 72.60 acre tract and the west line of said Lot 1, Porter Subdivision Number Two, a distance of 360.02 feet (record – 360.02 feet) to a 1/2" rebar found for an angle point in the east line of the 72.60 acre tract and the west line of Lot 1, Porter Subdivision Number Two;

THENCE South 00°05'30" West (record - South 00°05'30" West), along the east line of the 72.60 acre tract and the west line of Lot 1, Porter Subdivision Number Two, passing at a distance of 182.96 feet (record – 182.96 feet) a 1/2" rebar found for the southwest corner of Lot 1, Porter Subdivision Number Two and the northwest corner of Lot 2, Porter Subdivision Number Two, and continuing along the east line of the 72.60 acre tract and the west line of Lot 2, Porter Subdivision Number Two a total distance of 503.68 feet a 1/2" rebar set with plastic cap which reads "Baseline, Inc.", from which a 1/2" rebar found for an angle point in the east line of the 72.60 acre tract and the west line of Lot 3, Porter Subdivision Number Two, bears South 00°05'30" West (record - South 00°05'30" West) a distance of 372.09 feet;

THENCE crossing through the 72.60 acre tract the following six (6) courses:

1. North 89°21'49" West a distance of 180.09 feet to a 1/2" rebar set with plastic cap which reads "Baseline, Inc.";

2. North 00°08'16" East a distance of 9.14 feet to a 1/2" rebar set with plastic cap which reads "Baseline, Inc.";

3. North 89°51'44" West a distance of 353.18 feet to a 1/2" rebar set with plastic cap which reads "Baseline, Inc.";

4. South 87°27'38" West a distance of 143.19 feet to a 1/2" rebar set with plastic cap which reads "Baseline, Inc.";

5. North 02°32'22" West a distance of 7.23 feet to a 1/2" rebar set with plastic cap which reads "Baseline, Inc.";

6. South 87°27'38" West a distance of 195.09 feet to a 1/2" rebar set with plastic cap which reads "Baseline, Inc." in the westerly line of the 72.60 acre tract and the east line of a 4.05 acre tract of land conveyed to Pedernales Electric Cooperative, Inc. by instrument of record in Volume 6554, Page 1124 of the Deed Records of Travis County, Texas, from which a Type I concrete monument found for the southeast corner of said 4.05 acre tract, the northeast corner of a 15.0 acre tract of land conveyed to The Ring Co. by instrument of record in Doc. No. 2008032683 of the Official Public Records of Travis County, Texas,

therein designated "Parcel One", and being an angle point in the westerly line of the 72.60 acre tract, bears South 02°37'11" East (record - South 02°37'11" West) a distance of 42.96 feet;

THENCE North 02°37'11" West (record - North 02°37'11" East), along the westerly line of the 72.60 acre tract and the east line of the 4.05 acre tract, a distance of 485.49 feet to a 1/2" rebar set with plastic cap which reads "Baseline, Inc." for the southwest corner of a remainder of a 66.24 acre tract conveyed as "First Tract" in deeds to Chester T. Johnson and Martha Ellen Johnson of record in Volume 10223, Page 435 and Volume 10223, Page 440, both of the Deed Records of Travis County, Texas, from which a 1/2" rebar found for the northeast corner of the 4.05 acre tract, being in the south line of a remainder of a 1.53 acre tract of land conveyed to Chester T. Johnson and Martha Ellen Johnson by instrument of record in Volume 1140, Page 413 of the Deed Records of Travis County, Texas, and also being an angle point in the westerly line of said remainder of a 66.24 acre tract, bears North 02°37'11" West (record - North 02°37'11" East) a distance of 154.15 feet;

THENCE along the westerly line of the 72.60 acre tract and the southerly line of the remainder of a 66.24 acre tract the following three (3) courses:

1. North 86°49'50" East a distance of 19.14 feet (record - North 86°49'50" East a distance of 19.14 feet) to a 1/2" rebar set with plastic cap which reads "Baseline, Inc.";

2. North 36°37'40" East a distance of 165.34 feet (record - North 36°37'40" East a distance of 165.34 feet) to a 1/2" rebar set with plastic cap which reads "Baseline, Inc.";

3. South 84°15'40" East a distance of 311.20 feet (record - South 84°15'40" East a distance of 311.20 feet) to a 1/2" rebar set with plastic cap which reads "Baseline, Inc." for the southeast corner of the remainder of a 66.24 acre tract;

THENCE North 05°38'00" East (record - North 05°38'00" East), along the westerly line of the 72.60 acre tract, the easterly line of the remainder of a 66.24 acre tract, and along the easterly line of a remainder of a 6.5 acre tract conveyed as "Second Tract" in said deeds to Johnson, a distance of 243.57 feet (record – 243.57 feet) to a 1/2" rebar set with plastic cap which reads "Baseline, Inc." for the northeast corner of said remainder of a 6.5 acre tract;

THENCE along the westerly line of the 72.60 acre tract and the northerly line of the remainder of a 6.5 acre tract the following two (2) courses:

1. North 78°30'26" West a distance of 431.21 feet (record - North 78°30'26" West a distance of 431.21 feet) to a 1/2" rebar set with plastic cap which reads "Baseline, Inc.";

2. North 13°02'04" West a distance of 160.53 feet (record - North 13°02'04" West a distance of 160.53 feet) to a calculated point in the proposed east right-of-way line of FM 1626 per said R.O.W. map, from which a 1/2" rebar found with a 2" aluminum cap which reads "TX. Dept. of Trans. Property Corner" for the southeast corner of proposed "Parcel 63" and the northeast corner of proposed "Parcel 62" in the proposed east right-of-way line of FM 1626, 92.60 feet right of Engineer's Centerline Station 250+40.18, being in the south line of a remainder of a 2.0 acre tract conveyed as "Tract Five" in said deeds to Johnson, and also being in the north line of said remainder of a 1.53 acre tract, bears South 44°35'27" West (record - South 44°35'27" West) a distance of 250.72 feet;

THENCE North 44°35'27" East (record - North 44°35'27" East), along the westerly line of the 72.60 acre tract and the proposed east right-of-way line of FM 1626, a distance of 159.43 feet to the POINT OF BEGINNING.

This parcel contains 26.220 acres of land, more or less, out of the Walker Wilson Survey No. 2, in Travis County, Texas.

Bearing Basis: Texas State Plane Coordinate System, Central Zone (4203), NAD 83/96 CORS.

8/27/13

J. Scott Laswell Date
Registered Professional Land Surveyor
State of Texas No. 5583

STATE OF TEXAS
REGISTERED
J. SCOTT LASWELL
5583
PROFESSIONAL
LAND SURVEYOR

File: S:\Projects\Johnson Tract\Docs\Field Notes\Phase 1 Final PlatM&B.doc
Drawing: S:\Projects\Johnson Tract\Dwg\Phase 1 Final Plat.dwg

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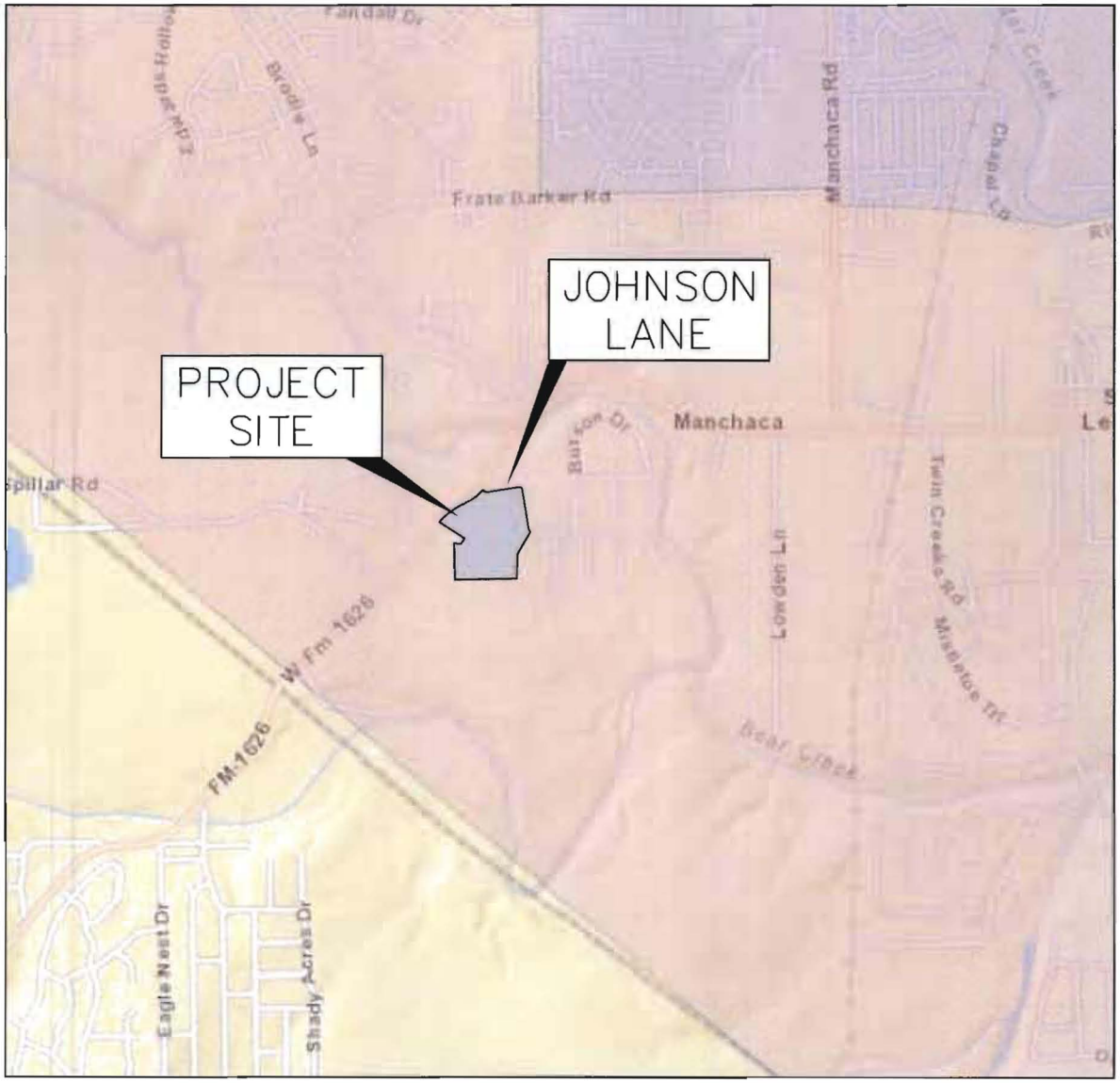


COMMISSIONER'S PRECINCT MAP
COMMISSIONER GERALD DAUGHERTY – PRECINCT 3

Created 11-07-13 @ 4:45 pm

Item 11

Travis County Commissioners Court Agenda Request

Meeting Date: November 12, 2013
Prepared By: Cynthia C. McDonald, Financial Manager
Phone #: (512) 854-4239
Division Director/Manager: Carol B. Joseph, TNR Assistant Director

Department Head/Title: Steven M. Manilla, P.E., County Executive-TNR
Sponsoring Court Member: Commissioner Gomez, Precinct Four

AGENDA LANGUAGE:
Consider and take appropriate action on the following requests in Precinct Four:
A) Approve the issuance of $16,606,000 of Certificates of Obligation for the Maha Loop Road: Pearce Lane to SH71 project; and
B) Approve an Interlocal Cooperation Agreement with Central Texas Regional Mobility Authority (CTRMA) for completing the Maha Loop Road: Pearce Lane to SH71 project.

BACKGROUND/SUMMARY OF REQUEST:
On October 1, 2013, the Commissioners Court approved a resolution to allow TNR to negotiate an agreement with CTRMA for the construction of roadway improvements in Southeast Travis County. One of those improvements is the Maha Loop Road: Pearce Lane to SH71 project. The project includes the construction of a new road consisting of two through lanes and a continuous center left-turn lane with a bike lane and a sidewalk on one side, extending south approximately 1.9 miles from SH71 to Pearce Lane. The project itself was approved by the Commissioners Court on September 24, 2013. This agenda item is to ask the Court to approve the issuance of $16,606,000 of Certificates of Obligation (CO) to fund the project, and to approve the interlocal agreement with the CTRMA so they can construct the project.

STAFF RECOMMENDATIONS:
TNR staff has reviewed the latest cost estimates provided by the CTRMA, and the interlocal agreement prepared by the County Attorney's Office. TNR recommends that the approval of both items A and B above.

ISSUES AND OPPORTUNITIES:
The approval of the funding and the interlocal agreement are time-sensitive, and therefore TNR has discussed the project funding with the Planning and Budget Office (PBO). Due to critical deadlines with CTRMA, PBO has agreed to put a reimbursement resolution on the Court's agenda for approval, provided the Court approves the $16,606,000 issuance of the CO for this project.

FISCAL IMPACT AND SOURCE OF FUNDING:

This project will be be funded by the CO for the entire $16,606,000. However, a reimbursement resolution is being placed on the Court's agenda to allow for funding to be in place prior to actual issuance of the CO, and so that the County can move forward with the interlocal agreement with CTRMA.

EXHIBITS/ATTACHMENTS:

1) CTRMA Preliminary Estimate of Construction Costs
2) CTRMA Proposed Design Document
3) Interlocal Cooperation Agreement Draft
4) Resolution Authorizing CTRMA to Constuct Roadway Improvements in Southeast Travis County

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Leslie Browder	County Executive	PBO	(512) 854-9106

CC:

Jessica Rio	Budget Director	PBO	(512) 854-4455
Travis Gatlin	Assistant Budget Director	PBO	(512) 854-9605
Steve Sun	Assistant Director, Public Works	TNR	(512) 854-4660

: :

3101 - Public Works/CIP-

Created 11-07-13 @ 4:45 pm

Attachment 1

CTRMA

Maha Loop Road: Pearce Ln to SH 71 (3-ln Rural)

Preliminary Estimate

ITEM NO	DESCRIPTION	UNITS	QUANTITY	PRICE		TOTAL COST	
100 2002	PREPARING ROW	STA	96	$	873.86	$	83,931.31
110 2001	EXCAVATION (ROADWAY)	CY	37,290	$	10.64	$	396,795.21
132 2006	EMBANKMENT (FINAL)(DENS CONT)(TY C)	CY	12,430	$	7.36	$	91,501.23
164 2035	DRILL SEEDING (PERM) (RURAL) (CLAY)	SY	1,518	$	0.12	$	178.37
247 2044	FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS	CY	16,525	$	42.29	$	698,855.64
275 2001	CEMENT	TON	2,244	$	114.66	$	257,267.82
310 2001	PRIME COAT (MC-30)	GAL	12,748	$	5.00	$	63,740.51
400 2005	CEM STABIL BKFL	CY	432	$	103.28	$	44,601.92
416 2020	DRILL SHAFT (SIGN MTS)(36 IN)	LF	7	$	165.00	$	1,155.00
462 2029	CONC BOX CULV (10 FT X 5 FT)	LF	600	$	370.00	$	222,000.00
466 2054	WINGWALL (PW)(HW=10 FT)	EA	4	$	27,457.14	$	109,828.57
530 2007	DRIVEWAYS (CONC)	EA	7	$	6,307.99	$	44,155.90
531 2004	CONC SIDEWALKS (6")	SY	5,203	$	48.32	$	251,423.62
636 2001	ALUMINUM SIGNS (TY A)	SF	240	$	19.75	$	4,738.80
644 2004	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	EA	10	$	446.95	$	4,469.47
647 2001	INSTALL LRSS (STRUCT STEEL)	LB	504	$	3.89	$	1,961.92
666 2003	REFL PAV MRK TY I (W) 4" (BRK)(100MIL)	LF	5,854	$	0.36	$	2,114.60
666 2012	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	LF	1,800	$	0.36	$	647.73
666 2063	REFL PAV MRK TY I(W)(BIKE SYML)(100MIL	EA	10	$	165.97	$	1,659.67
672 2015	REFL PAV MRKR TY II-A-A	EA	73	$	3.34	$	243.71
3224 2008	D-GR HMA(QCQA) TY-B PG64-22	TON	11,686	$	89.27	$	1,043,250.50
3224 2030	D-GR HMA(QCQA) TY-C SAC-B PG76-22	TON	4,102	$	75.37	$	309,162.54
XXX 0001	Bridges (Typical)	SF	91,800	$	60.00	$	5,508,000.00
XXX 0007	Detention Pond	EA	2.0	$	200,000.00	$	400,000.00
XXX 0009	Water Quality Pond	EA	2	$	200,000.00	$	400,000.00
	CONSTRUCTION ITEM SUBTOTAL					**$**	**9,941,684.04**
	Erosion Control / Temporary Drainage				1.0%	$	99,416.84
	Landscaping				1.0%	$	99,416.84
	Traffic Control Plan				2.5%	$	248,542.10
	Mobilization				10.0%	$	1,038,905.98
	SUBTOTAL					**$**	**11,427,965.81**
	Construction Contingency				20.0%	$	2,285,593.16
	Environmental					$	100,000.00
	Utility Relocation					$	48,950.00
	Engineering				10.0%	$	1,371,355.90
	CE&I				10.0%	$	1,371,355.90
	TOTAL (2013$)					**$**	**16,605,220.76**

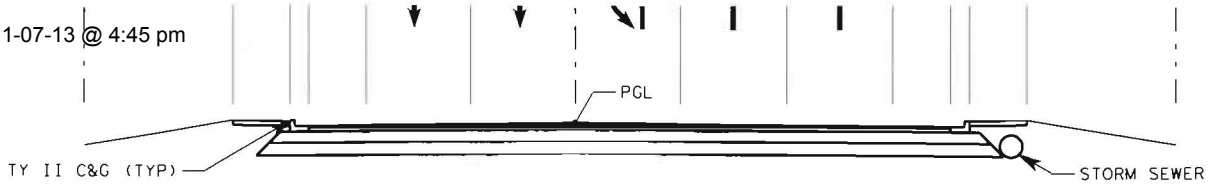
NOTES:

1. All unit prices are derived from TxDOT Austin District and statewide average low bid prices (September 2013).
2. Maha Loop includes a 1500-foot bridge (at Dry Creek), 300-foot bridge (at Dry Creek Tributary #5), a single 10'x4' box culvert, and a double 10'x4' box culvert for the preliminary estimate to limit impacts to the 100-year floodplain. A detailed study will be required to determine actual impacts and a Letter of Map revision (LOMR) may have to be processed through FEMA.
3. Two detention ponds and two water quality ponds have been included on Maha Loop per discussions with Travis County.
4. No right of way costs have been included per direction of Travis County. It is assumed that all land required for the roadway and associated detention/water quality facilities is to be donated at no cost to the project.
5. A 20% construction contingency is included based upon the preliminary nature of this estimate. This contingency will be reduced as the design is refined.

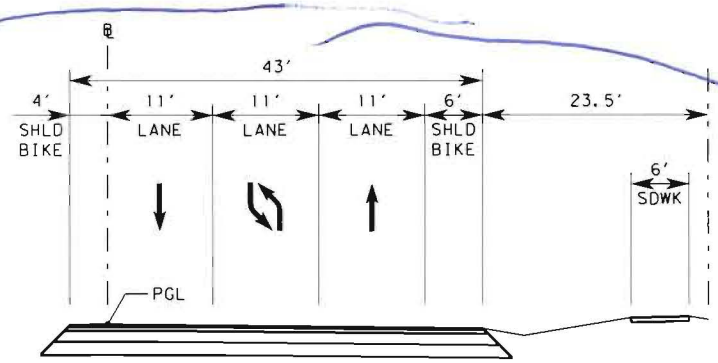
Preliminary Pavement Structure

2" HMA Type C surface
5" HMA Type B base
14" flex base
16: cement stabilized subgrade

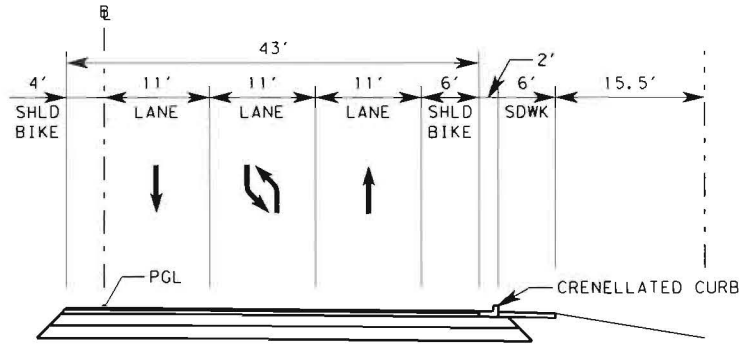
Created 11-07-13 @ 4:45 pm



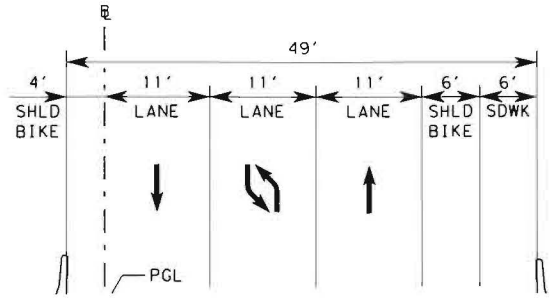
ULTIMATE 5-LANE ARTERIAL



PROPOSED 3-LANE ARTERIAL (RURAL)



PROPOSED 3-LANE ARTERIAL (URBAN)



Attachment 2

Attachment 3

DRAFT FOR DISCUSSION PURPOSES: SUBJECT TO REVISION

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement ("agreement") is between Travis County, Texas (the "County") and the Central Texas Regional Mobility Authority (the "Authority"). The County and the Authority may be referred to collectively in this agreement as the "parties," and individually as a "party."

WHEREAS, the parties intend to participate and collaborate in the design and construction of new three lane rural arterial road consisting of two through lanes and a continuous center left-turn lane with a bike lane and a sidewalk on one side, extending south approximately 1.9 miles from SH 71 to Pearce Lane, as approved by motion of the Travis County Commissioners Court on September 24, 2013 (the "Project"); and

WHEREAS, the Project is generally described and depicted in the attached Exhibit 1, and

Comment [A1]: Do we have this? Do we need it?

WHEREAS, the County has agreed to fund the direct and indirect costs of the Project as detailed in this agreement, and the Authority has agreed to manage the design, procurement, and construction of the Project as detailed in this agreement; and

WHEREAS, the parties, as political subdivisions of the State of Texas, intend for this agreement to conform in all respects with the provisions of the Interlocal Cooperation Act, Texas Government Code Section 791.001, et seq.;

NOW, THEREFORE, the parties agree as follows:

1. Financial Obligations.

(A) The County will provide funding for the Project at the Eestimated Project Ceost of $Sixteen Million Six Hundred Five Thousand Two Hundred Twenty and 76/100 Dollars ($16,605,220.76). The Authority's sole contribution to Project costs are certain in-kind services provided under this agreement.

(B) The Authority will develop a detailed Project budget, to include a cash disbursement projection (the "Budget"). The Budget will include the following costs to be paid by the Authority to outside consultants, vendors, and the successful bidder on the construction contract for the Project:

(1) pre-development costs;

Comment [A2]: What does this include?

(2) preliminary engineering;
(3) capital costs (design and construction);
(4) engineering oversight (including design reviews, construction management, materials testing, inspection);
(5) legal, administrative, and other fees and expenses related to this agreement, procurement, and Project development and oversight;
(6) environmental approvals, if required;
(7) public notices and involvement activities;
(8) utility relocations;

(9) contingencies; and
(10) all other costs reasonably projected as necessary to complete the Project, excluding the cost of a party's in-kind services provided through a party's employee.

(C) The Authority Representative and County Representative, as defined below, shall agree on the Budget, provided the County's Representative must obtain Commissioners Court approval if the Budget is to exceed the Estimated Project Cost. No later than five days after the parties have approved the Budget, as evidenced by a written notice of Budget approval signed by [the ~~appropriate~~ County and ~~or~~ Authority Representatives ~~administrative official~~] and delivered to the other party, the County shall pay to the Authority an initial payment identified in the Budget for use by the Authority to pay Project costs incurred prior to and after the date of Budget approval. Funds paid by the County shall be deposited and held by the Authority in a separate trust account for the payment of Project costs (the "Trust Account"). If the parties have not agreed on a Budget by [insert reasonable deadline], or if the County defaults in making any payment to the Authority required by the Budget, the Authority may terminate this agreement in accordance with section 5 of this agreement.

Comment [A3]: Is this adequate time?

Comment [A4]: What is a reasonable date?

(D) After the Budget is approved, it may be revised by written agreement of the parties, provided the County Representative~~Executive~~ must obtain Commissioners Court approval if the Budget is to exceed the Estimated Project Cost. If the total cost of the Project is projected to exceed the Estimated Project Cost~~estimate set forth in subsection (A) of this section~~, the parties may engage in value engineering in an attempt to control costs. If the projected Project costs exceed funding available from the County from its own funds or from sources other than the Authority, the County may elect to provide the funds required to pay the additional Project costs. If the County fails to provide the funds required to pay excess Project costs, either party may terminate this agreement ~~in accordance with section 5 of this agreement~~.

(E) The County anticipates~~intends to~~ selling certificates of obligation in March, 2014, in an amount sufficient to provide all or part of the funding needed to pay the Project costs identified by the Budget. The County may pay all or a portion of the Project costs using funds available from these or other sources, including funds provided to the County by third parties other than the Authority. If the County cannot finance the Project costs on terms acceptable to the County, either party may terminate this agreement.

(F) Authority shall not~~have no obligation to~~ execute a construction contract for the Project, or to issue a notice to proceed under a construction contract until the County has secured~~paid~~ all funds required by the Budget to fully fund the construction contract, related oversight and inspection costs, and the contingency fund established in the Budget.

(G) Authority may disburse funds from the Trust Account in accordance with the Budget to pay its outside contractors and to pay the contract price for construction of the Project to the bidder selected for the contract, including any change orders approved under this agreement. No later than two days after making any disbursement from the Trust Account, the Authority will provide to the County a copy of the disbursement, together with sufficient information to establish that the disbursement complies with this agreement.

(H) Any funds remaining in the Trust Account shall be disbursed to the County no later than five days after the date the Authority has disbursed and paid all Project expenses that were payable and due on the date the County accepts the Project in accordance with this agreement.

(I) Authority shall keep and maintain records to document and support that each disbursement made by the Authority is for an authorized purpose under this agreement. All of the Authority's disbursements paid from the Trust Account shall be subject to review by the County at County's request and sole expense.

(J) The Authority shall obtain written approval from the County before approving any ~~proposed discretionary~~ change order ~~that would increase the cost of the Project as established in the Budget or that would delay the date required for substantial completion established by the construction contract for the Project~~. The Authority will notify ~~and consult with~~ the County in writing of~~n~~ any proposed change order. If the County does not provide its approval or disapproval within 48 hours of submission, the County is deemed to have approved the change order and ~~, but~~ the Authority is ~~hereby~~ authorized to approve the ~~a proposed~~ change order ~~necessary to complete the Project as designed and scheduled if sufficient funds are available in the Trust Account to pay all costs resulting from the change order together with all other unpaid costs identified in the Budget~~.

2. Project Development.

(A) County will timely acquire and make available to the Authority all right-of-way, licenses, easements of any nature and duration, and rights of possession ("Real Estate Interests") needed to complete the Project. County will obtain any additional Real Estate Interests ~~rights or right-of-way~~ needed for design changes or betterments to the Project requested and funded by the County. If the County cannot acquire the Real Estate Interests on terms acceptable to the County, either party may terminate this agreement. The Authority is authorized to enter or use all Real Estate Interests acquired by the County ~~any such right-of-way, licenses, easements, or rights of possession~~ to complete the Project.

(B) The design, plans, and specifications for the Project shall comply with ~~applicable~~ design and construction, materials testing, and inspection standards established or followed by the County, including but not limited to those for stormwater management, unless otherwise agreed by the parties (the "Standards").

(C) The Authority will manage the design and construction of the Project pursuant to the Standards~~applicable and agreed criteria~~, including (i) preliminary estimates, (ii) development of the engineering design, plans and specifications for all roadway improvements, (iii) surveying, (iv) construction, and (v) inspection and testing.

(D) When design work for each design package is 30% complete, and again when the design work for each design package is 90% and 100% complete, Authority shall submit the complete design package to the County. County will review and provide comments on the design package to the Authority. The parties will participate in joint monthly coordination and review meetings

with representatives from all affected County reviewers to avoid or resolve conflicts in review comments. County agrees to complete its review and notify the Authority of its approval or disapproval of the design package no later than five days after receiving the design package. If County does not provide its approval or disapproval by the deadline, the County is deemed to have approved the design package. If County disapproves the information submitted, it shall at the same time notify Authority of the reasons for its disapproval and actions necessary for the design package to meet County approval. Authority will have an opportunity to correct or submit additional information to cure any defects or deviations identified by County. Any defects or deviations will be discussed in an over-the-shoulder review meeting and incorporated into the next submittal.

(E) The Authority~~County~~ shall be responsible for any required permitting and environmental assessments and clearances associated with the Project.

Comment [A5]: We need to discuss this one. We also need to address the LOMR issue.

(F) Authority agrees to develop and construct the Project on an expedited timetable in accordance with the Budget using resources and procurement methods available to and as determined by the Authority to be in the best interests of the Project.

(G) The Authority will ensure that the design engineer provides professional liability, automobile liability, and general liability insurance in accordance with the standard requirements of the County. Both the Authority and the County shall be named as an additional insureds with respect to such general liability and automobile liability coverage.

3. Project Bidding & Award of Construction Contract.

(A) The Authority will be responsible for the solicitation of bids for the construction of the Project based on the approved plans and specifications and in accordance with the Authority's bidding policies, laws, practices, and procedures. The Authority will notify the County of the lowest responsible bidder and the amount of the bid for the Project.

(B) Any construction contract executed by the Authority shall include, without limitation:

(1) a deadline for substantial completion of the Project that is no later than _____, unless otherwise agreed by the parties;

Comment [A6]: What date?

(2) assessment of liquidated damages against the contractor for failing to meet that deadline, if the delay is not attributable to the Authority, the County, or a force majeure event; ~~and~~

(3) provisions that establish the Authority's right to assign the construction contract to County upon the County's acceptance of the Project, together with a conveyance to the County of all contractor warranties, guarantees, and bonds;

(4) a requirement the construction contractor will be responsible for any defects in workmanship or materials (ordinary wear and tear excepted) following acceptance and a one year warranty and maintenance bond in a form approved by Seller;

~~(4)~~(5) HUB.

Comment [A7]: Which entity's HUB requirements will we use?

(B) Prior to award of the construction contract, the Authority shall submit it to the County for approval. If the County does not provide its approval or disapproval within 48 hours of

submission, the County is deemed to have approved the contract.

(C) If no acceptable bid is low enough to allow the Project to be completed within the Budget, the County may require that the parties to engage in value engineering in an attempt to control costs and then re-bid or make legally allowable adjustments to the bid. If new or adjusted bids are not low enough to allow the Project to be completed within the Budget, the either party may terminate this agreement.

4. Project Management.

(A) The Authority's ___ (the "Authority Representative") ~~The Authority~~ will act on behalf of the Authority with respect to the Project. ~~Although the Authority agrees to coordinate with the County, T~~the Authority Representative will coordinate with the County, receive and transmit information and instructions, and will have complete authority to interpret and define the Authority's~~County's~~ policies and decisions with respect to the Project. The Authority will designate a Project Manager and may designate other representatives to transmit instructions and act on behalf of the Authority with respect to the Project.

(B) The County's County Executive for Transportation and Natural Resources (the "County Representative") will act on behalf of the County with respect to the Project, coordinate with the Authority, receive and transmit information and instructions, and will have complete authority to interpret, define, and communicate to the Authority the County's policies, recommendations, and decisions with respect to the Project. By written notice delivered under this agreement, the County Representative may designate a County Project Manager and may designate other representatives to transmit instructions and act on behalf of the County with respect to the Project.

(C) A Travis County development permit is required for the Project. The County hereby (a) waives all County review, permit and inspection fees in connection with the Real Estate Improvements, (b) waives the requirement of §64.121(k)(2), Travis County Code, to obtain approval of a CLOMR and LOMR prior to issuance of the permit.

Comment [A8]: Need to discuss LOMR.

(D) The County may observe or inspect all work done and materials furnished at reasonable times and places. If the County notifies the Authority that the Project is not being constructed in accordance with applicable requirements or is otherwise materially defective, the Authority shall promptly require the construction contractor to remedy any defect.

(E) Seller shall notify Purchaser in writing upon substantial completion of the Project. The County will conduct a final inspection of the Project within ten (10) business days after receiving the written notice of substantial completion.

(F) Upon the County's final acceptance of the Project, all warranties for the Project shall be transferred to the County.

(G) Within thirty (30) days of final acceptance by the County, the Authority shall deliver to the County all plans including as built plans, specifications, and files pertaining to the Project, which materials will be the property of the County.

DRAFT FOR DISCUSSION PURPOSES: SUBJECT TO REVISION

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DRAFT

5. Dispute Resolution.

The Authority Representative and the County Representative will appoint, and convene as necessary or appropriate, a Leadership Team to serve in a management role and discuss issues that arise during the design, construction, and operation of the Project, including the resolution of major issues relating to the parties' responsibilities under this agreement. The Leadership Team will consist of two staff members each from the County and the Authority. Consultants may not serve on the Leadership Team. The team will meet as necessary and serve in an advisory role to discuss:

(1) procurement progress and related schedule impacts;
(2) the County's participation in design and construction oversight; and
(3) resolution of major issues relating to the parties' responsibilities under this agreement that may arise during the design, procurement, or construction of the Project.

5. Default; Remedies; Termination.

(A) Either party may terminate this agreement if the other party defaults in its obligation and, after receiving notice of the default and of the non-defaulting party's intent to terminate, fails to cure the default no later than five days after receipt of that notice.

(B) This agreement will terminate on the date when the County has accepted the Project for maintenance and all Trust Account funds have been disbursed by the Authority in accordance with the terms of this agreement.

6. Liability. To the extent allowed by Texas law, the County and the Authority are responsible for their respective proportionate share of any liability for personal injury or death or property damage arising out of or connected to its negligent acts or omissions in connection with this agreement as determined by a court of competent jurisdiction. Neither party waives, relinquishes, limits or conditions its governmental immunity or any other right to avoid liability which it otherwise might have to a third party. Nothing in this agreement shall be construed as creating any liability in favor of any third party or parties against either County or Authority, nor shall this agreement ever be construed as relieving any third party or parties from any liabilities of such third party or parties to the County or the Authority.

7. Miscellaneous.

(A) Force Majeure. Whenever a period of time is prescribed by this agreement for action to be taken by either party, the party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, terrorist acts or activities, governmental laws, regulations, or restrictions, or any other causes of any kind whatsoever which are beyond the control of such party.

(B) Notice. All notices, demands or other requests, and other communications required or permitted under this agreement or which any party may desire to give, shall be in writing and

shall be deemed to have been given on the sooner to occur of (i) receipt by the party to whom the notice is hand-delivered, with a written receipt of notice provided by the receiving party, or (ii) two days after deposit in a regularly maintained express mail receptacle of the United States Postal Service, postage prepaid, or registered or certified mail, return receipt requested, express mail delivery, addressed to such party at the respective addresses set forth below, or such other address as each party may from time to time designate by written notice to the others as herein required or (iii) facsimile or electronic mail transmission (the latter of scanned documents in formats such as .pdf or .tif) for which confirmation of receipt by the other party has been obtained by the sending party:

AUTHORITY: ?
Central Texas Regional Mobility Authority
3300 N. IH-35, Suite 300
Austin, TX 78705
(512) 966-9784 (facsimile)
Email address: ?@ctrma.org

WITH COPY TO: Andrew Martin, General Counsel
Central Texas Regional Mobility Authority
3300 N. IH-35, Suite 300
Austin, TX 78705
(512) 225-7788 (facsimile)
Email address: amartin@ctrma.org

COUNTY: ?
[Address]
Austin, TX 78701
(512) XXX-XXXX (facsimile)
Email address: ?@X

WITH A COPY TO: Tom Nuckols, Land Use Division Director
Travis County Attorney's Office
314 West 11th Street
Room 300
Austin, TX 78701
(512) XXX-XXXX (facsimile)
Email address: ?@X

(C) Calculation of Days. Each reference in this agreement to a day or days refers to a day that is not a Saturday, Sunday, or a legal holiday observed by either the County or the Authority. If the last day of any period described in this agreement is a Saturday, Sunday, or such legal holiday, the period is extended to include the next day that is not a Saturday, Sunday, or such legal holiday.

(D) Entire Agreement. This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties.

(E) Modification; Waiver. No amendment of this agreement will be effective unless it is in writing and signed by the parties. No waiver of satisfaction of a condition or failure to comply with an obligation under this agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or failure to comply with any other obligation.

(F) Effective Date. This agreement will become effective when signed by both the County and the Authority. The date of this agreement will be the date this agreement is signed by the last party to sign it, as indicated by the date associated with that party's signature.

(G) Counterparts. If the parties sign this agreement in several counterparts, each will be deemed an original but all counterparts together will constitute one instrument.

(H) Other Instruments. The parties shall execute other and further instruments and documents as may become necessary or convenient to effectuate and carry out the purposes of this agreement.

(I) Invalid Provision. Any clause, sentence, provision, paragraph, or article of this agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

[Signatures]

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Attachment 4

Travis County Commissioners Court

RESOLUTION

Authorize Agreements with the Central Texas Regional Mobility Authority for Funding and Construction of Roadway Improvements In Southeast Travis County.

Whereas, Travis County has identified sources of funding needed to pay for improvements to the county roadway system to serve the residents, landowners, businesses and the traveling public in Southeast Travis County; and,

Whereas The Central Texas Regional Mobility Authority ("Mobility Authority") was created Pursuant to the request of Travis and Williamson Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 Tex. Admin Code §26.01, *et seq.* (the "RMA Rules"); and,

Whereas, The Mobility Authority has constructed, completed, operates the 183A Turnpike Project in Williamson County, the direct connects between US Highway 183 and US Highway 290 East in Travis County, and is currently constructing the Manor Expressway between US Highway 183 and just east of Parmer Lane in the right-of-way for US Highway 290 East in Travis County; and,

Whereas, Both the Mobility Authority and Travis County are authorized to design and Construct roads needed to relieve existing and future traffic congestion and to improve the transportation network that serves Travis County residents and the traveling public; and,

Whereas, The Mobility Authority is authorized by state law to use the design-build method of construction to develop a transportation project, specifically including the design and construction of roadways in Travis County with a functional classification greater than a local road or a rural minor collector; and,

Whereas, The Mobility Authority has successfully used the design-build construction method to develop and complete its transportation projects within an expedited time period; and,

Whereas, Under the Interlocal Cooperation Act, Chapter 791, Government Code, the Mobility Authority and Travis County may enter into one or more agreements to cooperate in funding, designing, building, and maintaining improvements to the roadway system that serves the residents, landowners, businesses, and the traveling public in Southeast Travis County; and,

Whereas, The County Executive for Transportation and Natural Resources recommends that the Court authorize negotiation of appropriate agreements with the Mobility Authority to combine the efforts and resources of the Mobility Authority and Travis County to develop improvements to the roadway system in Southeast Travis County.

NOW THERFORE, BE IT RESOLVED, that the County Executive for Transportation and Natural Resources and his staff are hereby authorized and directed to negotiate one or more agreements with the appropriate officials at the Mobility Authority under which the Mobility will develop and implement necessary and feasible improvements to the roadway system in Southeast Travis County and under which Travis County will provide funding and other resources as may be necessary to pay project development costs incurred by the Mobility Authority for its consultants and a design-build contractor; and,

BE IT FURTHER RESOLVED, THAT THE County Executive for Transportation and Natural Resources bring his recommendation for Court approval of any proposal agreement with the Mobility Authority to the Court for its consideration and appropriate action.

Signed this 1st day of October, 2013.

Samuel T. Biscoe

SAMUEL T. BISCOE
County Judge

RON DAVIS
County Commissioner, Pct. 1

GERALD DAUGHERTY
County Commissioner, Pct. 3

BRUCE TODD
County Commissioner, Pct. 2

MARGARET J. GOMEZ
County Commissioner, Pct. 4

PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Commissioners Court

FROM: Travis R. Gatlin, Assistant Budget Director

DATE: November 5, 2013

SUBJECT: Request for FY 2014 Reimbursement Resolution for the Maha Loop Road: Pearce Lane to State Highway 71 Project

The Transportation and Natural Resources Department is requesting the approval of the issuance of $16,606,000 of Certificates of Obligation (COs) for the Maha Loop Road: Pearce Lane to State Highway 71 Project and and related Interlocal Cooperation Agreement with the Central Texas Regional Mobility Authority (CTRMA) for completing the project. Due to the critical deadlines with CTRMA, the Transportation and Natural Resources Department has requested the Planning and Budget Office work with the County Attorney's Office and Bond Counsel to include with the item a request for a reimbursement resolution for the project.

The attached reimbursement resolution for the Maha Loop Road: Pearce Lane to State Highway 71 Project is the legal document necessary to ensure that Travis County is able to reimburse itself once the proceeds from the proposed spring issuance arrive. Please note that the document was prepared by the County Attorney's Office and reviewed by the County's Bond Counsel. The Transportation and Natural Resources Department has requested that the Planning and Budget Office post separately under our weekly budget amendments and transfers an amendment related to the reimbursement resolution totaling $16,606,000 from the Unallocated Reserve to the Transportation and Natural Resources Department for the expenses required for the project that are anticipated to occur before the debt proceeds are received. The full amount will need to be fully encumbered for the interlocal agreement. We are currently in discussions with CTRMA to determine how funding for the project should be paid to CTRMA. CTRMA has expressed a preference to receive the entire amount of funding upfront, and County staff has proposed making payments over the course of the project based on cash flow needs. We plan to finalize this aspect of the interlocal agreement before next Tuesday after better understanding CTRMA's position and any concerns, and will apprise the Court on status, as well as any changes that might be needed to language in the agreement.

The current balance of the Unallocated Reserve is $65,585,598 and includes a reduction of $2,500,000 related to the previously approved reimbursement resolution for the 416th W. 11th Street Project. The revised balance will be further reduced to $48,979,598 after approval of budget amendment for the Maha Loop Road: Pearce Lane to State Highway 71 Project. It is important to note that the

Unallocated Reserve will be replenished once the proceeds from the sale of COs are available and any needed reclassifications are processed. It is estimated that this will occur in the June/July timeframe.

We recommend approval of the reimbursement resolution for this already approved time sensitive project. Please let me know if you have any questions.

cc: John Hille, County Attorney's Office
Nicki Riley, County Auditor
Melinda Grahmann, Hannah York, County Auditor's Office
Leslie Browder, Jessica Rio, Diana Ramirez, Alan Miller, Deborah Laudermilk, PBO
Steven Manilla, Cynthia McDonald, Donna Williams-Jones, Isabelle Lopez, TNR
Glen Opel, Bond Counsel
Ladd Pattillo, County's Financial Advisor

RESOLUTION EXPRESSING INTENT TO FINANCE EXPENDITURES TO BE INCURRED

WHEREAS, Travis County, Texas (the "Issuer"), is a political subdivision of the State of Texas authorized to issue obligations to finance its activities pursuant to Chapter 271, Texas Local Government Code, as amended; and the interest on which is excludable from gross income for federal income tax purposes ("tax-exempt obligations") pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the Issuer will make, or has made not more than 60 days prior to the date hereof, payments with respect to the projects described in Exhibit A attached hereto (the "Projects"); and

WHEREAS, the Issuer has concluded that it does not currently desire to issue obligations to finance the costs associated with the Projects;

WHEREAS, the Issuer desires to reimburse itself for the costs associated with the Projects from the proceeds of tax-exempt obligations to be issued subsequent to the date hereof; and

WHEREAS, the Issuer reasonably expects to issue tax-exempt obligations to reimburse itself for the costs associated with the Projects listed on Exhibit A attached hereto.

NOW, THEREFORE, be it resolved that:

Section 1. The Issuer reasonably expects to reimburse itself for all costs that have been or will be paid subsequent to the date that is 60 days prior to the date hereof and that are to be paid in connection with the Projects from the proceeds of tax-exempt obligations to be issued subsequent to the date hereof.

Section 2. The Issuer reasonably expects that the maximum principal amount of tax-exempt obligations issued to reimburse the Issuer for the costs associated with each Project are identified in Exhibit A.

APPROVED THIS _____ day of November, 2013 by the Commissioners Court of Travis County, Texas.

TRAVIS COUNTY, TEXAS

_____
Samuel T. Biscoe
County Judge

_____
Ron Davis
Commissioner, Precinct 1

_____
Bruce Todd
Commissioner, Precinct 2

_____
Gerald Daugherty
Commissioner, Precinct 3

_____
Margaret Gómez
Commissioner, Precinct 4

EXHIBIT A

DESCRIPTION OF PROJECTS

Project Description	Total Amount
Construction of a Public Work: Specifically County road improvements.	$ 16,606,000

Travis County Commissioners Court Agenda Request

Meeting Date: November 12, 2013

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

Elected/Appointed Official/Dept. Head: Danny Hobby

Commissioners Court Sponsor: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A FIRE INSPECTION COVERAGE AGREEMENT BETWEEN TRAVIS COUNTY AND CIRCUITS OF THE AMERICAS, LLC FOR COUNTY TO PROVIDE FIRE INSPECTION COVERAGE FOR EVENTS AT THE CIRCUIT OF THE AMERICAS RACE TRACK.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
This Agreement is between Travis County and Circuit of the Americas, LLC. ("COTA"). COTA will be using our County Fire Marshal Office ("FMO") to provide fire inspectors for events at the Circuit of the Americas race track which is located at 9201 Circuit of the Americas Boulevard in Travis County, Texas.

County will provide COTA with the names of the fire inspectors it intends to schedule for the minimum days needed four weeks before each such event. County will provide COTA with the names of the fire inspectors it intends to schedule for the contingent days within twenty-four hours after being notified of the contingent need.

FMO plans on maintaining normal scheduling of operations for the other needs of the Office.

This Agreement is for 27 months, unless one of the parties terminates it sooner. After the term, the parties can renew this Agreement or negotiate another agreement for additional terms.

The Travis County Attorney's Office and Risk Management have been involved to include those provisions that will protect the County regarding insurance coverage and general obligations of all parties in the Agreement.

STAFF RECOMMENDATIONS:
FMO and Emergency Services recommend approval of this Agreement.

ISSUES AND OPPORTUNITIES:
Staff feels this Agreement assists in providing the best fire inspection services for the events scheduled at the Track.

FISCAL IMPACT AND SOURCE OF FUNDING:
COTA will pay an hourly rate of $78.00 per hour to provide services each day plus one additional hour for the "pre-event" check and post event activities. This rate covers Travis County expenses in providing the service in staff (salaries and overtime).

REQUIRED AUTHORIZATIONS:

Barbara Wilson, County Attorney's Office
Bill Derryberry, PBO
Marvin Brice, Purchasing Office
Tracy LeBlanc, Auditor's Office
Toby Fariss, Emergency Services

FIRE INSPECTION COVERAGE AGREEMENT

This Fire Inspection Coverage Agreement is made by the following parties: Circuit of the Americas, LLC, ("COTA") 301 Congress Ave., Ste. 220, Austin, TX 78701 and Travis County, a political subdivision of Texas ("County").

Recitals

COTA operates or will operate a Track in Travis County, Texas.

To facilitate the delivery of efficient, effective and quality fire inspection coverage at the Track, COTA desires to retain County to provide fire inspection coverage for the Track, and County desires to provide this fire inspection coverage.

Agreement

In consideration of the mutual agreements set out below, the parties agree as follows:

ARTICLE I
Definitions

1.0 In this Agreement,

1.1 "Agreement" means this Fire Inspection Coverage Agreement between Circuit of the Americas, LLC, and Travis County.

1.2 "COTA" means Circuit of the Americas, LLC; 301 Congress Ave., Ste. 220; Austin, TX 78701

1.3 "County" means Travis County, a political subdivision of Texas.

1.4 "Cure Period" means ten (10) County working days from the date of the notice of breach.

1.5 "Initial Term" means the month, beginning on October 1, 2013 and ending on November 30, 2013, unless sooner terminated.

1.6 "Services" refers to the fire inspection coverage and means:

1.6.1 performing the pre-event preparation activities and post-event activities necessary to this coverage which COTA acknowledges will be one hour before and one hour after the on-site times requested by COTA,

1.6.2 providing Fire Inspectors to preform continuous and systematic surveillance of a building or area at the Track or a portion of these for the purposes of identifying and controlling fire hazards, detecting early signs of unwanted fire, raising an alarm of fire and notifying the Austin Fire Department.

1.6.3 performing the surveillance in 1.6.2 in areas as assigned by City of Austin Fire Prevention Division.

1.7 "Track" means the Circuit of the Americas race track located at or near 12700½ Farm and Market Road 812 in Travis County, Texas and operated by COTA.

ARTICLE II

County's and COTA's General Obligations

2.1 Fire Marshal's Inspectors.

2.1.1 This Agreement is entered into for the purposes of securing the Services from County through the Fire Marshal's Office at the times and in the manner provided for in this Agreement.

2.1.2 County shall provide Inspectors who at all times keep and maintain in good standing a valid license to provide the services for which they are responsible under this Agreement and perform the Services in accordance with standards applicable to Fire Inspectors.

2.1.3 If a scheduled event is delayed or extended due to factors beyond the control of COTA, including but not limited to inclement weather, and the event is held on days other than the scheduled event days or on additional days, County shall provide Services for each additional day of the event.

2.1.4 County is not required to provide any Service that would not comply with applicable and current Fire Code.

2.2 Compliance with Applicable Laws. County shall at all times in the performance of the Services comply with all applicable federal, state and local statutes and regulations.

2.3 No Agency Relationship. County does not have the right or authority to enter into any contract in the name of COTA or otherwise bind COTA in any way without the express written consent of COTA.

2.4 Non-Discrimination. County shall not discriminate against any applicant for a position as a Team Member for sub-contractor or employment status on the basis of race, color, religion, sex, age, national origin or disability.

2.5 Non-Exclusive Nature of the Agreement. Notwithstanding any provision of this Agreement to the contrary, this Agreement shall be non-exclusive, and COTA reserves

the right to retain third parties to provide Fire Inspection coverage at the Site during the Term of this Agreement. County reserves the right to provide Fire Inspection coverage to third parties at any other locations during the Term.

2.6 Removal from Service. Upon request by COTA, County shall remove from providing Services any fire inspector who (1) is convicted of a felony, (2) has a guardian or trustee of his or her person appointed by a court of competent jurisdiction, (3) becomes disabled so as to be unable to perform the duties required by this Agreement, (4) has any license(s) required to perform the Services either suspended, or revoked, (5) fails to comply with any of the material terms and conditions of this Agreement after being given notice of that failure and a reasonable opportunity to comply, or (6) is disruptive or unable to work with others in performing Service. In addition to removing that fire inspector, County shall obtain, at its cost and expense, a substitute for the removed fire inspector or otherwise demonstrate its capabilities for continued coverage and Services required by this Agreement.

ARTICLE III
County's Obligations

3.1 Designation and Duties of Liaison. Subject to the approval of COTA, County agrees to designate the Travis County Fire Marshal as Liaison.

3.2 Services. During this Agreement, County shall provide Services for the Track at all times that are requested by COTA not less than three (3) months prior to the dates Services are to be provided.

3.3 Contingent Timing. During this Agreement, County shall provide Services for the Track at times that are contiguous to times that were requested by COTA not less than three (3) months prior to the dates Services are to be provided if the additional times are required as a result of factors beyond the control of COTA.

3.4 Names of Fire Inspectors. County will provide COTA with the names of the fire inspectors it intends to schedule for the minimum days needed four (4) weeks before each such event. County will provide COTA with the names of the fire inspectors it intends to schedule for the contingent days within twenty-four (24) hours after being notified of the contingent need.

ARTICLE IV
COTA's Obligations

4.1 Notification of Scheduling. COTA will notify County of a request for Services six (6) months in advance of scheduled events. The notification shall be in writing and shall include the dates for which fire inspection coverage is required for events, noting the minimum number of days for which Services are needed and estimating the additional number of days which might be needed on a contingent basis. Not less than thirty (30) days before a scheduled event, COTA shall notify County of the dates and times Services are to be provided by County for the minimum and the times Services are to be provided

by County for any contingent days. Not less than twenty-four (24) hours before additional contingent times are needed, COTA shall notify County of the dates and times Services are to be provided by County.

4.2 Training for Fire Inspectors. At its expense, COTA shall provide training for employees who might be fire inspectors for County. This training shall include at least the following types of information: familiarization with the Track facilities and procedures, the Track incident command structure, safety procedures at the Track applicable to Services, and any other Track related information needed by fire inspectors to perform Services.

4.3 Accidents and Injuries to Fire Inspectors. County will be responsible for any Track-related accidents or injuries suffered by County fire inspectors as a result of its negligence or willful misconduct. COTA shall be responsible for these damages if they are caused by the negligence or willful misconduct of COTA.

4.4 Notice of Events. COTA shall notify County of all events at the Track at least 30 days before any event to verify whether any supplemental or alternative insurance is needed.

4.5 Insurance. COTA shall have, and require all temporary event promoters using the Track for which Services under this Agreement to have the required standard insurance at least meeting the General Requirements in 4.5.1 and sufficient to cover the needs of COTA or the temporary promoter, pursuant to applicable generally accepted business standards related to risks associated with COTA's operations at the Track. Depending on activities in which COTA engages or any temporary event promoter engages, supplemental insurance requirements or alternate insurance options may apply in addition to the following:

4.5.1 General Requirements Applicable to All COTA's Insurance. COTA agrees that COTA shall require all temporary event promoters using the Track to agree to the insurance requirements stated in the applicable COTA Commercial Non-Race Facilities/Private Track Rental Agreement or Commercial Non-Track Facility Rental Agreement, copies of which are attached to this Agreement in Exhibit A during any event for which COTA requests Services under this Agreement. COTA acknowledges and agrees to the following concerning insurance requirements which are applicable to COTA during event for which COTA requests Services under this Agreement:

4.5.1.1 COTA shall maintain the minimum types and limits of insurance indicated in 4.5.2 throughout the duration of the Agreement. This insurance must be considered primary for all covered risks.

4.5.1.2 COTA shall obtain insurance written by companies licensed in the State of Texas with an A.M. Best rating of B+ VIII or higher. If use of surplus carriers is desired, these carriers are subject to County approval.

4.5.1.3 Prior to County commencing Services, COTA shall have the required insurance in force as evidenced by a Certificate of Insurance written on the state approved form and signed by the writing agent or carrier.

4.5.1.4 COTA shall not allow any insurance to be cancelled or lapse and shall not permit its minimum limits of coverage to erode or otherwise be reduced during any term of this Agreement. In its agreements with these temporary event promoters, COTA shall require them to agree not to allow any insurance required under their agreement to be cancelled or lapse and not to permit their minimum limits of coverage to erode or otherwise be reduced during any term of this Agreement. COTA and these temporary event promoters shall be responsible for all premiums, deductibles and self-insured retention.

4.5.1.5 COTA shall submit the Certificate of Insurance to the Travis County Purchasing Agent within ten (10) working days after (i) execution of this Agreement by both parties or by (ii) the effective date of this Agreement, whichever comes first. The Certificates of Insurance for COTA must include the following:

4.5.1.5.1 the Travis County contract number
4.5.1.5.2 all deductibles and self-insured retention
4.5.1.5.3 an endorsement which names Travis County as Additional Insured where its interest may appear
4.5.1.5.4 an expanded bodily injury definition
4.5.1.5.5 an endorsement which makes the insurance primary for all claims
4.5.1.5.6 a Waiver of Subrogation (Form 420304) endorsement
4.5.1.5.7 a Thirty (30) day Notice of Cancellation (Form 420601) endorsement

4.5.1.6 Upon its request and without expense, County is entitled to receive certified copies of policies and endorsements.

4.5.1.7 COTA acknowledges that County has the right to review insurance requirements during any term of the Agreement and to require that COTA make reasonable adjustments when the scope of its activities has changed or expanded.

4.5.1.8 Insurance coverage specified in this Agreement is not intended and will not be interpreted to limit the responsibility or liability of the COTA or these temporary event promoters.

4.5.2 Specific Requirements. The following requirements apply to the activities of COTA using the Track for which Services under this Agreement. COTA shall comply with the following insurance requirements:

4.5.2.1 Workers' Compensation and Employers' Liability Insurance

4.5.2.1.1 Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act

4.5.2.1.2 Employers' Liability limits are:
$250,000 bodily injury each accident
$250,000 bodily injury by disease

4.5.2.1.3 These policies shall be subject to the laws of the State of Texas and include the following endorsements in favor of Travis County:
Waiver of Subrogation (Form 420304)
Thirty (30) day Notice of Cancellation (Form 420601)

4.5.2.2 Commercial General Liability Insurance for both motorsports events and motorsports facilities with customized motorsport policy language, an expanded bodily injury definition

4.5.2.2.1 Minimum limits for Coverage Part A—Bodily Injury and Property Damage:
$3,000,000* per occurrence for coverage Part A

4.5.2.2.2 Minimum limits for Coverage Part B—Personal Injury or Advertisement related to slander, false arrest or similar incidents:
$3,000,000* per occurrence for coverage Part B

4.5.2.2.3 Minimum limits for Coverage Part C—Medical Coverage covering initial fees associated with minor injuries:
$5,000* per occurrence for coverage Part C

4.5.2.2.4 Policy aggregate for Coverage Parts A, B and C:
$10,000,000 policy aggregate

4.5.2.2.5 These policies shall include the following coverages:

Premises liability for permanent motorsports event facilities;
Personal and advertising injury coverage;
Host liquor coverage;
Non-owned or hired automobile coverage;
Racing coverage for motorcross facilities;

Fireworks supplemental coverage, if applicable; and
Temporary motorsport event coverage, if applicable.

4.5.2.2.6 These policies shall be subject to the laws of the State of Texas and include the following endorsements in favor of Travis County:
Waiver of Subrogation (Form 420304)
Thirty (30) day Notice of Cancellation (Form 420601)

4.5.2.3 Excess Liability Insurance Policy that follows primary policy form

4.5.2.3.1 Minimum limits: $20,000,000

4.5.2.3.2 These policies shall apply to State of Texas and include the following endorsements in favor of Travis County:
Waiver of Subrogation (Form 420304)
Thirty (30) day Notice of Cancellation (Form 420601)

ARTICLE V
Financial Arrangements

5.1 Services Cost. COTA shall pay County the amount invoiced at the hourly rate approved by Commissioners Court for overtime fire watch services for the fiscal year in which the services are provided which is Seventy Eight Dollars and No Cents ($78.00) per hour for Services provided by the County in its Fiscal Year ending September 30, 2014. The number of hours invoiced include the hours that COTA requested that the fire inspector will be at the Track plus one (1) hour before the time COTA requested that the fire inspector arrive at the Track and one (1) hour after the end of the time that COTA requested that the fire inspector be at the Track or the time that COTA releases the fire inspector to leave the Track, whichever is later. COTA shall pay for the hours that County provides Services, including the pre-event and preparation activities and post event activities even if no other Services are provided, on the scheduled event days and for each additional day at the hourly fees in section 5.1.

5.2 Timing of Invoices and Payment. County will invoice COTA by the 5th business day of the month following the month in which Services were rendered and COTA will pay these invoices on a monthly basis within thirty (30) days of receiving each invoice.

ARTICLE VI
Term and Termination;

6.1 Term. This Agreement shall be effective for twenty seven (27) months, beginning on October 1, 2013 and ending on December 31, 2015, unless sooner terminated in accordance with this Agreement.

6.2 Renewal. At the end of the Initial Term, upon mutual agreement of COTA and County, this Agreement may be renewed for one or more successive terms. If the parties fail to agree on a renewal term, this Agreement terminates upon expiration of the then-current term.

6.3 Termination without Cause. Either party may terminate this Agreement at any time, with or without cause, upon providing the other party with at least ninety (90) days written notice of its intent to terminate the Agreement.

6.4 Termination for Cause. Either party may terminate this Agreement at any time if the other party engages in an act or omits doing anything that results in a material breach of any material term or condition of this Agreement. In that event, the party electing to terminate this Agreement shall provide the breaching party with written notice specifying the nature of the breach. The breaching party then has the Cure Period to remedy the breach or to present a mutually agreeable plan of correction designed to conform its conduct to this Agreement. If corrective action is not taken within that time, that failure allows the aggrieved party to terminate the Agreement at the conclusion of the Cure Period.

6.5 Immediate Termination by COTA. Notwithstanding anything herein to the contrary, COTA may terminate this Agreement immediately upon any of the following events:

6.5.1 Upon COTA ceasing operations of the Track;

6.5.2 Upon County's general assignment for the benefit of creditors, County's petition for relief in bankruptcy or under similar laws for the protection of debtors, or upon the initiation of such proceedings against County if the same are not dismissed within forty-five (45) days of service; or

6.5.3 Upon County's failure to maintain continuous insurance coverage required to be maintained by County under Section 7.1 herein.

6.6 Immediate Termination by County. Notwithstanding anything herein to the contrary, County may terminate this Agreement immediately upon any of the following events:

6.6.1 Upon COTA ceasing operations of the Track; or

6.6.2 Upon COTA's general assignment for the benefit of creditors, COTA's petition for relief in bankruptcy or under similar laws for the protection of debtors, or upon the initiation of such proceedings against COTA if the same are not dismissed within forty-five (45) days of service.

6.6.3 Upon COTA's failure to comply with section 8.8.1 herein.

6.6.3 Upon COTA's failure to maintain continuous insurance coverage required to be maintained by COTA under Section 4.5 herein.

6.6.5 Upon COTA's failure, in its agreements with its temporary promoters, to require them to agree to maintain insurance coverage required to be maintained by them under section 4.5 for the duration of their agreements with COTA.

6.7 Reporting. County will keep COTA apprised as follows:

6.7.1 County shall only allow any employee to be a fire inspector who provides Services at the Track if County has not received information concerning any material restriction, suspension or revocation placed upon that employee's license related to the services to be provided by that employee as a fire inspector.

6.7.2 County will notify COTA within ten (10) working days of being served with a summons or other legal document alleging professional negligence, or other injury arising from the Services of County or a fire inspector at the Track.

6.7.3 County shall not allow any employee about whom County has received information of any arrest, indictment or conviction for any offense other than a misdemeanor or motor vehicle license infraction not involving alcohol or a controlled substance to be a fire inspector who provides Services at the Track.

6.8 Reporting. COTA will keep County apprised as follows:

6.8.1 COTA will notify County within ten (10) working days of the date it makes a decision to close the Track; and

6.8.2 COTA will notify County within ten (10) working days of the date it receives information concerning COTA's general assignment for the benefit of creditors, COTA's petition for relief in bankruptcy or under similar laws for the protection of debtors, or upon the initiation of such proceedings against COTA if the same are not dismissed within forty-five (45) days of service.

6.9 Effect of Termination. Upon any termination of this Agreement, neither party has further rights against, or obligations to, the other party except (i) with respect to any rights or obligations accruing prior to the date and time of termination, including any payments due to County hereunder, and (ii) any obligations, promises or agreements which expressly extend beyond the termination.

6.10 Proprietary Information. County agrees that upon termination of this Agreement, all proprietary information of COTA in its customers, including but not limited to customer lists, business processes, copyrighted items, software and related processes, diagnostics, methodologies, formulas, works of authorship, submissions, customer information, business plans and all business assets, tangible or intangible items which County or the fire inspectors become aware of during this Agreement (collectively, "COTA Proprietary Information"), remain the sole and exclusive property of COTA, and County shall not acquire any interest in the COTA Proprietary Information or right to use the COTA Proprietary Information without the express written consent of COTA.

ARTICLE VII
Miscellaneous Provisions

7.1 Notice. Any notice required to be given under this Agreement shall be deemed to be given upon the earlier of (i) actual delivery to the intended party or its agent, or (ii) upon the third business day following deposit in the United States mail, postage prepaid, certified or registered mail, return receipt requested. Any such notice shall be delivered to the respective addresses set out below or to such other address as a party shall specify in the manner required by this Section. The respective addresses are:

If to COTA: Circuit of the Americas
301 Congress Ave., Ste. 220
Austin, TX 78701
Attn: Steve Sexton

If to County: Cyd Grimes, C.P.M.
Travis County Purchasing Agent
P.O. Box 1748
Austin, Texas 78767-1748

With copies (certified or registered, not required) to:

Travis County
5555 Airport Blvd. Suite 400 Boulevard
Austin, Texas 78751
Attn: Hershel Lee
Travis County Fire Marshal

7.2 Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes all prior agreements, contracts and understandings, whether written or otherwise, between the parties relating to the subject matter of it.

7.3 Partial Invalidity. If any provision of this Agreement is found to be legally invalid or unenforceable for any reason, the remaining provisions of the Agreement remain in full force and effect provided the fundamental rights and obligations remain reasonably unaffected.

7.4 County. County is performing the Services and duties under this Agreement as an independent contractor and not as an employee, agent, partner of, or joint venture with COTA. County is responsible for determining the manner in which Services are provided and insuring that Services are rendered in a manner consistent with this Agreement. No fire inspector providing Services is an employee of COTA. COTA does not have and nothing in this Agreement may be construed as giving that degree of control or direction on the part of COTA that creates an employer-employee relationship between COTA and any of the fire inspectors. COTA shall not control or direct the discretion of the fire inspectors. If a fire inspector is considered to be exercising professional judgment in the

performance of the Services, the fire inspector will employ his or her own means and methods and exercise his or her own independent judgment in such instance; and in that regard will not be subject to the control or direction of COTA with respect to the means, methods or judgment so exercised by the fire inspector.

7.5 Mediation. The parties firmly desire to resolve all disputes arising hereunder without resort to litigation to protect their respective business reputations. Accordingly, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall first be submitted to mediation administered by a mutually acceptable mediator or one appointed by a court of competent jurisdiction in accordance with the Texas Civil Practice and Remedies Code. Conclusions reached during such mediation shall be non-binding on the parties and shall be kept confidential by the parties to the greatest extent possible without contravening the Texas Public Information Act. No disclosure of the mediation proceeding shall be made by the parties except as required by the law or as necessary or appropriate to effectuate the terms thereof. This Section shall not prevent either party from electing to terminate this Agreement in accordance with its termination provisions or from pursuing all available legal remedies.

7.6 Third Party Beneficiaries. This Agreement is entered into for the sole benefit of COTA and County. Nothing contained herein or in the parties' course of dealings may be construed as conferring any third party beneficiary status on any person or entity not a party to this Agreement.

7.7 Confidentiality. County and COTA acknowledge that in connection with the performance of the Services, County, COTA, and their respective employees, contractors and agents may acquire and make use of certain trade secrets and confidential information of the other which may include management reports, business or financial information, internal memoranda, reports, customer lists, confidential technology, and other materials, records and/or information of a proprietary nature ("Confidential Information"). Therefore, to protect such Confidential Information, subject to the Texas Public Information Act, County and COTA agree that they and their respective employees, contractors and agents shall not after the Effective Date of this Agreement use or disclose the other party's Confidential Information except as required in connection with the performance of Services. Upon termination of this Agreement, subject to the Texas Public Information Act, neither County nor COTA will take or retain, without prior written authorization from the other, any Confidential Information of any kind belonging to the other party. Notwithstanding the foregoing, the parties may use and retain such records as are necessary for purposes of medical malpractice defense or as required by law.

7.8 Headings. The section and other headings contained in this Agreement are for convenience of reference purposes only and do not affect the meaning or interpretation of this Agreement.

7.9 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Texas, without giving effect to its conflict of law provisions. All

Services are performable in Travis County, Texas. Venue in the case of any disputes shall be in Travis County, Texas.

7.10 Amendment. This Agreement can be amended only by an instrument in writing signed by both parties.

7.11 Assignment. Neither party may assign this Agreement without the express written consent of the other party.

IN WITNESS WHEREOF, County and COTA have duly executed this Agreement as of the dates set out beneath their respective signatures.

Travis County ("County")

By: _____
Samuel T. Biscoe
County Judge

Date: _____

CIRCUIT OF THE AMERICAS, LLC ("COTA"):

By: _____
Title: CEO

Date: 11/5/13

Exhibit A

COTA's
Commercial Non-Race Facilities/Private Track Rental Agreement
And
Commercial Non-Track Facility Rental Agreement

COMMERICAL NON-TRACK FACILITY RENTAL AGREEMENT

This Facility Rental Agreement ("Agreement") is between Circuit of The Americas LLC, a Texas limited liability company (the "Company") and the individual, entity and/or party indicated on the signature page hereto (the "Lessee") and is entered into and is effective upon full execution of this Agreement.

RECITALS:

WHEREAS Lessee desires to rent from the Company a portion of that certain facility located at 9201 Circuit of the Americas Blvd., Austin, TX, 78617 and more commonly known as Circuit of The Americas ("Facility") as more particularly described below, for the purposes set forth below and subject to the terms set forth herein; and

WHEREAS, in consideration of the Company's agreement to enter into this Agreement and to grant Lessee the rights set forth herein, Lessee shall pay the Company the amounts set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereinafter set forth, the parties agree as follows:

1. **DEFINITIONS.**

   a. **Event.**

      i. **Type of Event**. Lessee shall use specified Circuit of Americas facilities for PROVIDE EVENT DESCRIPTION HERE

      ii. Lessee shall submit to the Company the Lessee's daily schedule of events at least 30 days prior to the first day of the event. Final schedule shall be due 7 days prior to the first day of the event.

   b. **Event Times.**

   c. **Facility.** Lessee shall be granted use of the following facilities:

      i. Buildings:

         a. ☐ Media Center
         b. Main Grandstand: ☒ Velocity Lounge ☐ Suites (include room numbers)_____
         c. ☐ Paddock Building Suites (include loft numbers)_____
         d. ☐ Team Building

      ii. Exterior Support Areas:

         a. ☐ Support Paddock Area,
         b. ☐ Garages (note quantity_____),
         c. ☐ Access to Parking Lot (note letter designation_____
         d. ☐ Access to RV Lot (include quantity and RV slot numbers)_____
         e. ☐ On-Site Camping (include location)_____
         f. ☐ Other (be specific)_____

   d. **Participant(s).** All sponsors for the participants, sponsors for the Event or series of which the Event may be a part, officials and managers of the Event and volunteers and all persons involved in the conduct or operation of the Event, and in particular any persons allowed access to restricted areas.

   e. **Parties.**
      Company:

      Circuit of The Americas LLC
      Contact Person: Bruce Knox E-mail Address: Bruce.Knox@circuitoftheamericas.com
      Telephone: 512.301.6600 Fax Number: 512.394.3851

      Lessee:
      Organization: _____
      Contact Person: _____ E-mail: _____
      Telephone: _____
      Address: _____
      _____

2. **RENTAL AND USE OF FACILITY.**

Document

a. **Grant.** The Company hereby grants to Lessee permission to use the Facility for the Event, and for no other purpose than set forth in section 1(a) of this agreement, subject to the Company's Rules and Regulations, a copy of which has been provided to Lessee, as modified and promulgated by the Company from time to time ("Rules and Regulations"), subject to earlier termination by the Company in accordance with this Agreement.

c. **Inspection**. Lessee shall inspect the Facility prior to the start of the Event to ensure, to Lessee's satisfaction, that the Facility meets Lessee's appropriate use and safety requirements, and to note the condition of all physical elements of the Facility which might be subject to damage or abnormal wear and tear as a result of Lessee's use of the Facility. Lessee acknowledges and understands that it is entering the Agreement with the understanding that it does so with the Facility in an "As is" "Where Is" condition.

d. **Damage**. Lessee agrees not to damage, mar or in any manner deface the Facility or the Company's equipment and not to cause nor permit anything to be done whereby the Facility or the Company's equipment is in any manner damaged, marred or defaced; nor shall Lessee drive or permit to be driven any nails, hooks, tacks or screws in any part of the Facility (including any pavement) or the Company's equipment or make any alterations of any kind without the express written consent of the Company. At the end of the Event, Lessee shall return the Facility to the Company in the same condition as at the commencement of the Term, reasonable wear and tear excepted, and Lessee hereby indemnifies the Company against and assumes responsibility for any damage to the Facility caused by Lessee, its employees, agents or Participants during the Term.

e. **Hazardous Materials**. Lessee will not bring on to, use or allow to be brought on to or used, on or about the Facility, any hazardous material or article or material which is prohibited by law or the Rules and Regulations or which would render any fire or other hazard insurance policies in force with respect to the Facility or the Event void or voidable. Lessee will insure that any hazardous materials will be disposed of appropriately. Improper disposal will result in fines in an amount determined by the Company and may be cause for termination of this Agreement.

f. **Conduct of the Event**. Lessee shall not use the Facility in any manner that will constitute a breach of any law, waste, nuisance, or unreasonable annoyance or a violation of the Rules and Regulations.

3. **TERM.** The parties agree that the term of this Agreement (the "Term") shall begin at:

a. 8:00 am on the ____ day of _____ 2013, and will end at: 5:00 pm on the ____ day of _____, 2013.

b. Lessee will have access to the Facility, for the purposes of Event set-up and Participant move-in and parking at 5:00 pm on the ____ day of _____, 2013.

c. Lessee and all Participants must leave the Facility by 6:00 pm on the ____ day of _____, 2013.

The Company may charge additional fees to any Participant or to Lessee for early or late arrival/departure from the Facility.

4. **PAYMENT.** Lessee shall pay to the Company fees as set forth below for the use of the Facility.

a. **Lease Fee**. Lessee agrees to pay the Company rent in the amount of $_____ for Facility rental (the "Lease Fee"). Based on the Term of the Event as set forth in this Agreement. The Lease Fee is exclusive of any applicable sales taxes.

b. **Additional Time Fees**. It is agreed that any extension of the Term must be approved by the Company in writing and in such event Lessee agrees to pay additional Lease Fees at a rate of $_____ per hour or part thereof ("Additional Lease Fee").

c. **Additional Charges.** In addition to the Lease Fees, and Additional Lease Fees, which shall all be paid in full as set forth above, Lessee shall be required to pay all other amounts due hereunder within 30 days of the final day of the Event. Such additional fees and charges may include, but shall not be limited to:

i. Costs relating to damages and repairs as set forth elsewhere in this Agreement and as established by the Company after site review consequent to the completion of Event activities.

ii. Costs relating to staff, contract and other personnel as required for the conduct of the Event by Lessee. (Refer to Paragraph 13 (h) below).

iii. Costs relating to the use of the Company's equipment by Lessee, such as audio-visual equipment, special set-up fees,, vehicles, catering services, etc. as agreed by the parties.(Refer to Section 5 below).

iv. Amounts due to the Company by Participants for such items as power hook-ups, RV parking, camping fees, fines, etc., which are not paid by the Participants by the end of the Event.

d. **Security Deposit**. The Company may require advance payment of a deposit, the size and timing of which shall be at the sole discretion of the Company, which shall be used to cover the costs of repair and replacements due to damage that may arise during the Event, and which amount shall be applied solely on account of such costs.

e. **Payment Conditions**. Payments by Lessee to the Company shall be made by cash, certified check or credit card without prior demand therefore and without any abatement, set-off, compensation or deduction whatsoever, other than as provided in this Agreement, save such as are reasonably required to give full effect to the full spirit and intent of this Agreement. Payments not made in accordance with prescribed schedules shall bear interest daily after the tenth business day from the respective date due at prime plus 5% as determined by the Company's chartered bank.

f. **Payment Schedule**. The Lease Fee shall be paid as follows:

i. Advance Deposit. An advance deposit of 50% of the total Lease Fee shall be payable on signing of this Agreement, receipt of which is hereby acknowledged by the Company. Such advance deposit is refundable under the terms set forth herein, except for an amount of $1500 or 10% of the Lease Fee (whichever is the greater) which shall not be refundable (except only under the circumstances set forth in paragraph 6 (b) below).

ii. Balance Due. The total Lease Fee, less the deposits made under sub-paragraph (i) above, shall be payable in full no later than 30 days prior to the first day of the Event.

iii. Payment Summary. Payments due to the Company from Lessee are summarized in Appendix B, attached hereto, which schedule is subject to amendment any time prior to final payment according to the terms and conditions of this Agreement.

5. **SERVICES, EVENT EQUIPMENT AND FACILITIES**.

a. Will you provide your own event insurance? Yes ■ No ☐

b. **Radios and Communications Equipment**. The Company shall maintain radios and other communications systems, which shall be available for use by Lessee at a defined fee. Lessee shall be responsible for the maintenance and return in appropriate condition of such equipment at the end of the Event. A fee to be agreed upon by the parties shall be charged based on the number of units used, and a deposit may be required to cover damage and loss. Lessee may provide its own communication equipment but such equipment must not conflict in use with the Company's equipment used at the Facility.

g. **Cones and Other Equipment**. The Company will maintain stocks of miscellaneous materials, including cones, portable barriers, portable fences and other such items, which shall be available for rent on a fee basis to Lessee. Any such items must be returned when use is completed in appropriate condition. Loss and replacement costs will be the responsibility of Lessee.

h. **Tents and Structures.** Only the Company's approved tent and structure suppliers may be used for the provision of any hospitality, display or similar structures at the Facility, and any such structures Lessee elects to use must be approved by the Company and will be at Lessee's sole cost. Orders should be placed well in advance of requirements through the Company's administrative office.

i. **Catering.** All Catering requirements shall be provided by the Company's official catering contractor and will be at Lessee's sole cost. Catering includes items such as boxed lunches and beverages for corner workers and officials. Orders should be placed well in advance of requirements through the Company's administrative office.

j. **24-Hour Security**. The Facility will be open for Participant access on a 24-Hour basis, through defined gates and by Event credential. Lessee shall communicate all security needs to the Company's Security Officer prior to the beginning of the Event and shall provide the Security Officer with direct telephone access to an appropriate Lessee Official throughout the Event.

k. **Credentials.** Unless specifically approved in writing, the Company shall not honor any Event credentials other than those issued by the Company to Lessee for Participant access to the Facility and Event. Lessee shall advise the Company of Lessee's credential requirements at least 30 days prior to the Event. The Company shall review Lessee's request and, at the Company's sole discretion shall issue 0 credentials per Participant to be issued to Lessee. Lessee shall issue these credentials to Participants in accordance with Lessee's Event regulations and shall ensure that such credentials are used solely by the persons to whom

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they are issued. All un-issued credentials shall be returned by Lessee to the Company by 5.00pm on the final day of the Event. Lessee may purchase additional credentials at a cost of $30.00 each.

l. **Signage**. The Company will strictly enforce a Signage Code which will require that any signs posted by Lessee or Participants meet quality and aesthetic standards (No handwritten signs). The Company will produce appropriate signs for Lessee, at Lessee's request and at Lessee's sole cost. Signage orders should be placed as far in advance of the Event as possible, although service will be available throughout the Event. Only the Company's approved Official Signage Contractors will be allowed to make and erect sponsor or similar signs on the Facility site. Notwithstanding, Lessee may post signs such as their club insignia and competitor information signs in locations approved in advance by the Company.

6. **CANCELLATION POLICY.**

a. **Notice.** In the event that Lessee wishes to cancel this Agreement, Lessee shall provide the Company with written notice pursuant to subsections (i) through (v) of this Section 6.a (the "Reimbursement Schedule"), explaining the reason for the cancellation request. Except as otherwise provided in this Section 6.a, the Company will reimburse Lessee an amount based on the Reimbursement Schedule, less the nonrefundable deposit received and after offset of any monies owed to the Company by Lessee pursuant to the terms hereof), within 30 days of receipt of the notice. If outstanding amounts are due by Lessee to the Company, Lessee shall pay all monies due, in full, at the time the cancellation request is made. Failure to pay any amounts owed to Company upon notice of request for cancellation shall be a breach of this Agreement.

i. If cancellation is requested 90 or more days prior to the date the Event was scheduled to begin, the Company will refund 90% of the refundable Lease Fee paid to date.

ii. If cancellation is requested less than 90, but 60 or more days prior to the date the Event was scheduled to begin, the Company will refund 75% of the refundable Lease Fee paid to date.

iii. If cancellation is requested less than 60, but 30 or more days prior to the date the Event was scheduled to begin, the Company will refund 50% of the refundable Lease Fee paid to date.

iv. If cancellation is requested less than 30 days prior to the date the Event was scheduled to begin, Lessee shall not be entitled to any refund.

v. Notwithstanding the above, the Company agrees that it will use its best efforts to lease the Facility to other customers for the cancelled Term and for the full rental fee, and in the event that such an agreement is reached, the Company will refund Lessee the entire amount of the Lease Fee that the Company received from Lessee, less 10% of such fee.

b. **Dangerous Conditions.** The Company reserves the right to cancel or postpone the Event if in the reasonable judgment of the Company the weather or other conditions render the holding or continuance of the Event dangerous. This decision shall be in the sole discretion of the Event is cancelled by the Company due to dangerous conditions, then the Company will refund Lessee 50% of the refundable Lease Fee paid to date. If the Event has already started, there shall be no refund to Lessee.

c. **Rescheduling**. In the event the Event is cancelled pursuant to paragraph 6 (b), the Company agrees to use reasonable efforts to provide an alternate lease date in the same calendar year (subject to availability) to Lessee for the Event to be rescheduled. The decision to reschedule, however, will be at the sole discretion of Lessee. In the event the Event is so cancelled prior to any racing activity taking place on that day, the Company agrees to provide Lessee with the use of the Facility on a date mutually agreed upon by the parties, under the same terms and conditions, but at a Lease Fee equal to 50% of the original Lease Fee.

7. **INSURANCE.**

a. Lessee shall procure and bear the cost of premiums for insurance of the type and in the minimum amounts indicated below. Such insurance will require the insurance endorsements and cancellations provisions set forth below. Lessee's insurance provider must be approved in writing by Company and Lessee must provide Company with a certificate of insurance no less than thirty days prior to the first day of the Event. No Participant shall be admitted to the Facility unless and until such insurance coverage is in effect as reflected by the effective date and time on the insurance certificate.

b. It is understood and agreed by and between Lessee and Company that obtaining such insurance by Lessee does not absolve Lessee of any liability to Company, its affiliates, or any other person claiming against Lessee or Company for any indemnification and reimbursement unless such insurance in fact fully indemnifies and reimburses Company or any other claimant.

c. The insurance requirements imposed on Lessee shall consist of the following types of insurance:

   i. Event Spectator/Public and Participant Legal Liability, in the required minimum amount of $5,000,000 general liability insurance (combined single limit) and $5,000,000 participant legal liability per occurrence; and

   ii. Participant Accident Insurance, in the required minimum amount of $10,000 accidental death and dismemberment, $10,000 accidental excess medical benefit, and $50 weekly temporary total disability, payable up to 52 weeks, provided, however, for motorcycle events the Excess Medical limit of $3,000 excess medical expense reimbursement; $3,000 Accidental Death & Dismemberment and $25 weekly accident income benefit for 26 weeks for Participants will be accepted.

d. The policy must be a commercial general liability form and may either be a manuscript **motorsports** policy or commercial general liability policy with endorsements that provide the amendments required to cover automobiles and/or motorcycle events.

e. Additional amounts and/or types of coverage may be required for unique or unusual Events activities, as determined in Company's sole judgment.

f. The policy must be a commercial general liability form and may be either a manuscript **motorsports** policy or commercial general liability policy with endorsements that provide the amendments required to cover on-track automobile and/or motorcycle events. Coverage must include, but shall not be limited to:

   i. Spectator/Public Bodily Injury Liability;

   ii. Participant Liability;

   iii. Promoter/Sponsor Liability;

   iv. Bodily Injury and Property Damage Liability, including Participant property except when in restricted areas and with a maximum deductible of $1,000;

   v. Refreshments/Product Liability, including Host Liquor Liability;

   vi. Personal Injury/Advertising Liability, including false arrest, detention, imprisonment or malicious prosecution; libel, slander; wrongful entry or eviction;

   vii. Mobile Equipment Liability;

   viii. Incidental Medical Malpractice Liability;

   ix. Official Vehicle Physical Damage with a maximum of $1,000 deductible;

   x. Contractual Liability (written and oral);

   xi. Pollution – Sudden and Accidental; and

   xii. Official's Errors and Omissions (minimum $100,000).

g. If Lessee's employed personnel, contractors or subcontractors are engaged in the use of the Facility, Lessee shall maintain (and require its contractors and subcontractors to maintain) statutory worker's compensation insurance where required by law or participant accident insurance including death, disability, dismemberment and medical benefits for all its personnel, contractors and subcontractors engaged in the usage of the Facility.

h. All policies required by this Agreement shall name and include Circuit of The Americas, L.L.C.,COTA EVENTS LLC, COTA Racing and Entertainment LLC, Accelerator Holdings, LLC Tower Amphitheater LLC and each of the foregoing entities' respective affiliates, officers, directors, members, agents and employees and each of their respective heirs, legal representatives, successors and assigns, participants and sponsors (collectively, "Company Related Parties"), Participants, and sponsors of the Event as additional insured. The definition of Participant must include drivers, crew members, officials of the Event, and those assisting the officials, announcers, emergency and safety crews and security personnel, their guests and family members, and all other persons allowed access to Race Course.

i. The insurance must be primary to any other insurance available to the additional insureds. No insurance of the additional insureds shall be called on to contribute to any loss incurred in connection with the performance of this Agreement.

j. The insurer must be admitted or approved to write insurance in the State of Texas. All insurance shall be written by an insurer or insurers acceptable to Company.

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k. Complete copies of all policies providing coverage for the Event shall be provided to Company upon demand.

l. The insurance policy shall not be cancelled or reduced without thirty days prior written notice of same to Company.

m. Lessee shall utilize a system to obtain properly executed and signed "Waiver and Release from Liability" forms from all Participants. "Waiver and Release from Liability" forms shall be in a format acceptable to Company and its insurers. Lessee shall use these "Waiver and Release from Liability" forms and shall ensure that all Participants duly complete and sign such forms prior to Participants admission to the Facility. Participants who fail or refuse to sign such "Waiver and Release from Liability" forms shall not be admitted to or permitted to remain on the Facility. Copies of all signed "Waiver and Release from Liability" forms shall be provided to Company at the end of the Event.

n. Employees, contractors and subcontractors of the Company shall be pre-registered and copies of release forms signed by such employees will be held by the Company on its premises. Such copies will be available for inspection by Lessee or Lessee's insurance provider on request.

8. **INDEMNIFICATION; ASSUMPTION OF RISK; WAIVER AND RELEASE**.

a. LESSEE HEREBY RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE COMPANY AND EACH OF ITS AFFILIATES, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES OR AGENTS, AND THEIR RESPECTIVE HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES") FROM AND AGAINST ANY AND ALL OBLIGATIONS, LOSSES, DAMAGES, CAUSES OF ACTION AND CLAIMS (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' AND EXPERT WITNESS FEES, COURT COSTS AND EXPENSES) THAT MAY BE CLAIMED OR ASSERTED AGAINST ANY OF THE RELEASED PARTIES BY LESSEE, ANY PARTICIPANT, OR BY ANY EMPLOYEE OR AGENT OF LESSEE AND/OR ANY OTHER PERSON OR ENTITY CONNECTED WITH OR RESULTING FROM THE EVENT FOR ANY AND ALL REASONS.

b. LESSEE HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE DUE TO THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, WHILE IN OR UPON THE FACILITY FOR ANY PURPOSE, INCLUDING COMPETING, OFFICIATING, OBSERVING, WORKING OR PARTICIPATING IN ANY USE, EVENT OR ACTIVITY.

c. LESSEE RECOGNIZES AND UNDERSTANDS THAT (A) THERE ARE INHERENT RISKS AND DANGERS ASSOCIATED WITH PARTICIPATING IN EACH USE, EVENT OR ACTIVITY AND ADMISSION TO THE FACILITY THAT COULD CAUSE SEVERE BODILY INJURY, DISABILITY OR DEATH; (B) THE RISKS AND DANGERS MAY BE CAUSED BY THE NEGLIGENT ACTIONS OR NEGLIGENT FAILURE TO ACT (GROSS OR OTHERWISE) OF THE RELEASED PARTIES AND OTHERS; AND (C) ALL OF THE RISKS AND DANGERS ASSOCIATED WITH PARTICIPATING IN THE EVENT OR ANY OTHER EVENT AND ENTRY ONTO THE FACILITY OR OTHER RESTRICTED AREAS MAY NOT BE FORESEEABLE AT PRESENT, BUT ARE ASSUMED BY LESSEE NOTWITHSTANDING. LESSEE HEREBY RELEASES, DISCHARGES AND COVENANTS NOT TO SUE, AND WAIVES ALL CLAIMS AGAINST, THE RELEASED PARTIES FROM ALL LIABILITY TO LESSEE, LESSEE'S OWNERS, PERSONAL REPRESENTATIVES, ASSIGNS, EXECUTORS, HEIRS, SUCCESSORS AND ASSIGNS FOR ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES OR DAMAGES FOR PERSONAL INJURY, INCLUDING, BUT NOT LIMITED TO, DEATH OF LESSEE, ITS OWNERS, EMPLOYEES, AGENTS, OR PARTICIPANTS IN THE EVENT UNDER THIS AGREEMENT, OR OF ANY CLAIMANT'S PARENT, GUARDIAN OR RELATIVES, OR FOR ANY AND ALL DAMAGES TO PROPERTY CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE (INCLUDING GROSS) OF THE RELEASED PARTIES OR OTHERWISE, AND INDEMNIFIES THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS OR LIABILITIES RELATED TO THE EVENT OR USE OF THE FACILITY.

9. **PARTICIPANT WAIVER AND RELEASE**.

LESSEE SHALL REQUIRE AND SHALL ENSURE THAT ITS CONTRACTORS AND SUBCONTRACTORS REQUIRE EACH PARTICIPANT, INCLUDING ANY MEMBER, OFFICER, DIRECTOR, EMPLOYEE OR AGENT OF LESSEE, TO EXECUTE AN INDEMNIFICATION, ASSUMPTION OF RISK, WAIVER AND RELEASE AGREEMENT AS REQUIRED BY COMPANY AND ITS INSURERS, PRIOR TO THE PARTICIPANT ENTERING IN OR UPON THE FACILITY AND PRIOR TO ANY PARTICIPATION IN THE PROGRAM. LESSEE SHALL DELIVER TO THE COMPANY A COPY OF ALL EXECUTED INDEMNIFICATION, ASSUMPTION OF RISK, WAIVER AND RELEASE AGREEMENTS WITHIN FIVE (5) BUSINESS DAYS AFTER EXPIRATION OF THE TERM. LESSEE SHALL INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ALL OBLIGATIONS, CAUSES OF ACTION AND CLAIMS (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' AND EXPERT WITNESS FEES AND EXPENSES) THAT MAY BE CLAIMED OR ASSERTED AGAINST ANY RELEASED PARTIES BY REASON OFLESSEE'S FAILURE TO OBTAIN A VALIDLY EXECUTED INDEMNIFICATION, ASSUMPTION OF RISK, WAIVER AND RELEASE AGREEMENT FROM ANY PARTICIPANT.

10. **ENTRY AND TERMINATION BY THE COMPANY**. The Company or its designated agents shall have the right to enter the Facility at any time during the Term of this Agreement to ensure that Lessee is in compliance with all Rules and Regulations of the Facility and with the provisions of this Agreement and to ensure that the Facility is being safely operated and maintained. In the event the Company, in its sole reasonable discretion determines that Lessee is not in

compliance with the Facility's Rules and Regulations or with the provisions of this Agreement, or that there is substantial danger of damage or injury to the Facility, then the Company shall have the right to close the Facility and to end all Lessee activities thereon, including racing activity, until such time as Lessee is in compliance. In the event that Lessee refuses or is unable to comply with the Facility's Rules and Regulations, then the Company shall have the right to immediately terminate this Agreement, in which case any monies previously paid by Lessee shall be forfeited to the Company and Lessee shall be responsible for all other costs incurred as a result of the use of the Facility up to the time of termination.

11. **INTELLECTUAL PROPERTIES AND COMMERCIAL RIGHTS.**

a. **Company Intellectual Property**. Nothing in this Agreement shall be construed as transferring any right, title or interest in any Intellectual Property provided by Company. For the purposes of this Agreement, "Intellectual Property" shall mean any proprietary rights associated with Company's products including without limitation any documentation, copyright rights (including rights in audiovisual works), trademarks or service marks, patent rights (including patent applications and disclosures), know-how, inventions, rights of priority and trade secret rights, recognized in any country or jurisdiction (including without limitation such intellectual property or proprietary rights as may be licensed to a party and with respect to which such party may have the right to grant sublicenses). Lessee expressly agrees that it shall assert no rights in contravention to the rights that Company has in the Intellectual Property. Any data or other information contained in this Agreement or any Specifications or in any proposal or order shall be considered Intellectual Property and may not be distributed or reproduced by any means without the express written consent of Company, which may be withheld by Company in its sole discretion.

b. **Media**. Lessee agrees that there shall be no media presence, nor any commercial photographs or video taping of any activity to be undertaken during the Event without the Company's prior written consent.

c. **Television, Broadcasting, Film, Electronic Media and Photographic Rights**. The Company specifically retains all rights to commercial exploitation of the Facility and the Event, for film, television, video, audio, electronic game or training program, audio and photographic purposes.

d. **Access for Company Guests**. The Company retains the right to admit anyone of its choosing to the Event and to the Facility during the Event, at the Company's sole discretion.

e. **Advertising and Use of Company Names and Trademarks.** Lessee agrees that all advertising and promotion of the Event will be truthful and accurate and at the sole expense of Lessee. The Company may agree, in its sole discretion, to participate in the cost of advertising. Lessee may not use the name Circuit of The Americas, COTA or any combination or association of such names, trade or registered marks for any commercial purpose or for any advertising resulting from the Event or its related activities, or otherwise, without the prior written consent of the Company.

f. **Sales Rights**. Lessee agrees that the Company will retain all rights for the sale of any products, goods or services at the Facility. Neither Lessee nor any Participant will have the right, without the Company's written advance permission, to sell or trade any product or service at the Facility. The Company reserves the right to charge a fee and/or commission, as determined by the Company, on the sale of any item or service for which it may, at its sole discretion grant such written permission. These rights include, but are not limited to, the sale of gasoline and oil products, tires, tools and equipment, cars, parts and service, food and beverage (including alcoholic beverages), gifts and accessories, clothing, safety equipment, merchandise, souvenirs, parking, hospitality activities in all its forms (including catering), displays, sponsorship, signage, Facility access fees, credentials or any other item of trade or service. In the event the Company grants Lessee or its agent the right to sell or trade any such product or service, Lessee (or the agent) must obtain all necessary certificates of authority to collect and remit sales and use taxes to appropriate governmental authorities, and will otherwise comply with all laws imposed by any governmental bodies having jurisdiction over Lessee or the Event. Any such approved vendors (Lessee or its agents) must comply with all insurance requirements defined by the Company and must provide Certificates of Insurance in advance of commencing activities on the Facility. Further the Company retains the right to exclude or remove from the Facility any Participant who transports any such item onto the Facility premises, if, in the Company's sole determination such item is intended for sale.

g. **Use of COTA Names and Trademarks.** It is not permitted to use the names Circuit of The Americas, COTA or any combination or association of such names, trade or registered marks for any commercial purpose or for any advertising resulting from an event or its related activities, or otherwise, without prior written consent of COTA.

h. **Sponsorship Rights**.

i. **Company Commercial Rights**. Lessee agrees and warrants that it has no rights to secure, sell, trade or offer, to any person or entity, sponsorship or commercial rights of any nature or kind whatsoever, whether direct or indirect, for the Event that relate in any way to the Company's intellectual or physical properties.

ii. **Lessee Commercial Rights**. Lessee will however retain rights to sponsorship and similar rights for its own properties, such as Event naming rights, on the condition that such rights do not impose any responsibilities for the Company to support, service or provide facilities for or in anyway compel the Company to participate in any activities; and provided that Lessee advises the Company in advance of the Event that such sponsorship conditions exist. The Company agrees to be responsive to Lessee's prior sponsorship arrangements and to reasonably work with Lessee and Lessee's sponsors in such a way as to support the Event, subject to the understanding that the Company may, at its sole discretion, apply fees and costs to any such services provided, and on condition that such activities do not impose conflicts with the Company's existing sponsorship or other commercial or contracted relationships.

iii. **Company's Right to Sell Sponsorship**. The Company retains the right to sell or market sponsorship, hospitality, signage, and other related products for the Event, and to retain all income therefrom.

i. **Signage and Decals**. None of the existing signage or advertising displays located at the Facility shall be removed or covered over by Lessee or any Participant. Further, Lessee agrees that no signage of any kind may be erected or shown on the Facility relating to the Event, Sponsors or Participants without the prior written approval of the Company, for which service the Company may, in its sole discretion, assess fees and cost charges. Notwithstanding, Participants are free to display any signage, identification or commercial sponsorship identity or advertising (subject only to the Company's considerations of good taste) on their race vehicles, support vehicles, clothing or within their allocated parking and pit areas at all times during the Event.

j. **Displays, Sampling and Expositions**. Lessee agrees that neither Lessee nor the Event Participants will have the right to erect any displays, conduct any sampling activities, make public address announcements or establish any form of exposition activity on the Facility property without the prior written approval of the Company, and that the Company has the right to levy fees or charges in connection with such approval; except that Participants and Lessee are free to conduct such activities within their defined parking and pit areas and other areas that may be specifically approved in advance by the Company.

k. **Lessee Marketing Opportunities.** The Company agrees to provide Lessee with a designated location within the Facility, to be selected by the Company, for the display, sale and marketing of Lessee specific promotional materials, merchandise and souvenirs, at no charge to Lessee and subject only to confirmation that products to be sold or marketed are directly related to Lessee activities.

12. **COMPANY RESPONSIBILITIES.**

a. **Physical Facilities**. The Company agrees to furnish Lessee the areas of the Facility as described herein for the conduct of the Event.

b. **Equipment and Services**. The Company agrees to provide certain equipment and services reasonably necessary to conduct all Event activities, including the supply of power, water and basic communications services. Other services, including catering service, may be requested by Lessee and will be provided upon the terms agreed upon by the parties.

c. **Staff.** The Company will provide, at its cost, an on-site manager whose responsibility it will be to coordinate all activities between Lessee and the Company during the Event.

d. **Catering.**

13. **DUTIES OF LESSEE.**

a. **Overall Responsibility of Lessee.** Lessee is responsible for the conduct of its Participants and for each Participant's property throughout the Term of this Agreement. The Company, at its sole discretion, may disqualify and cause the removal of any Participant and/or the Participant's property (such as personal property or vehicle), or cancel or revoke this Agreement at any time with or without cause.

b. **Facility Rules and Regulations.** The Company has adopted certain Rules and Regulations regarding use of the Facility and Lessee agrees to enforce these Rules and Regulations, as amended from time to time, throughout the duration of the Event.

c. **Compliance with Contract and Rules**. Lessee must inform all Participants and Event attendees of the charges and rules set forth in this Agreement. Lessee shall comply with the rules set forth herein and shall use its best efforts to ensure that Event Participants and attendees comply with the rules and other terms of this Agreement.

d. **Reputation and Good Name**. Lessee agrees that all activities that might take place at the Facility reflect on the reputation and good name of the Company and the Facility and that Lessee will conduct the Event in a manner that will not negatively affect such reputation and good name. Lessee agrees to use its best efforts to ensure that all Participants conduct themselves in a manner that will not negatively affect the name and reputation of the Company or the Facility.

e. **Company's Rights of Interjection.** Lessee agrees and will enforce the right of the Company to bar, expel or fine any Participant in violation of any Facility Rule or Regulation, or anyone acting in contravention of the terms and conditions of this Agreement. The Company agrees not to exercise such rights without due cause. The Company agrees to advise Lessee if any person so removed is a Participant in the Event and in such case not to remove that person until notification has been made to Lessee.

f. **Control of Event Personnel**. Lessee shall fully control and supervise the activities of all personnel and equipment brought onto the Facility by Lessee and agrees to ensure that such personnel conduct themselves, and all that equipment that is used, in accordance with the provisions of this Agreement and with the Rules and Regulations of the Facility.

g. **Adequate and Appropriate Staff**. Lessee shall provide an adequate number of experienced, qualified and trained staff to conduct the Event in a safe and responsible manner. Lessee shall confirm with the Company that such staff is available 30 days prior to the first day of the Event.. If Lessee fails to furnish appropriate staff, the Company, at its sole discretion, will have the right to place additional staff on location at Lessees sole cost and expense, or to terminate this Agreement. Such staff shall include:

   i. **Registration Attendant(s)**. To ensure efficient operation of Participant registration and access to the Facility.

   ii. **Official Contact Person**. A single contact person with whom the Company can communicate on a 24 hour basis throughout the Event and who will be in a position of overall authority with respect to all Lessee activities and responsibilities.

h. **No Supervision or Interference**. Lessee shall, without supervision or interference from the Company or any other person, conduct and be responsible for the registration and program of activities at the Event.

i. **Identification of Facility Features.** For purposes of continuity and to reduce potential confusion, Lessee aggress to use only COTA designated names and nomenclature for Facility elements such as Main Grandstand, Parking Lot "A", Velocity Lounge and other similar Facility features.

j. **Event Information and Regulations.** Lessee shall provide the Company with copies of Event Regulations and information related to the activities taking place at the Facility as part of the Event in advance of the Event.

k. **Security**. COTA is not responsible for items left unattended in the event spaces. Special arrangements can be made in advance for additional or overnight security for an extra cost.

l. **Food and Beverage Provider**. Due to licensing and insurance requirements, all food and beverage served on COTA property must be supplied and prepared by Sodexo. Upon the conclusion of the Event, no food or beverage may be removed from the premises. Outside food and beverage are not permitted.

14. **DAMAGES AND RECOVERY.** Lessee will be responsible for all costs arising from the repair of the Facility property arising from damage due to actions by Participants or Lessee or its employees or agents during the Event. This damage shall include, but not be limited to, the following:

a. **Asphalt**. Lessee acknowledges that the asphalt surface applied at the Facility is of high quality and repairs thereto are very costly. Lessee agrees to so advise the Participants, and will monitor and control all activities which may result in damage to asphalt surfaces. Lessee will further take such reasonable steps as are necessary to protect and maintain these asphalt surfaces. Such steps may include requiring Participants: to place flat boards under jack stands in order to spread loads, especially during high temperature conditions; to refrain from driving pegs such as those retaining tents and awnings into asphalt surfaces; and ensuring prompt clean-up of all gas, oil, hydraulic, brake, and other fluids. Lessee will pay the Company an amount equal to $500.00 per square foot for all asphalt damage sustained during the Event, provided that such damage is caused by an act or omission by Lessee or a Participant, including fuel, oil, hydraulic and other fluid spills. Normal wear and tear is expressly excluded.

b. **Fencing**. Lessee will pay the Company an amount equal to $15 per foot for all fencing that is damaged during the Event.

c. Critical Environmental Features: Lessee will pay the company $100 per square foot for damage to Blackland Prairie tallgrass critical environmental featurs, $200 per square foot for damage to the Riparian Creek Restoration zone, $2000 for damage to trees up to 2 1/2" in caliper, $5000 for damage to trees 2 1/2" to 5" in caliper, and $10,000 for damage to any trees 5" in caliper or larger.

15. **INTERRUPTION**. The Company shall retain the right to cause interruption of the Event in the interest of public or Participant safety and to likewise cause the termination of the Event when, in the judgment of the Company, such act is necessary in the interest of public or Participant safety. In such event, Lessee waives any and all claims for damages or compensation from the Company.

16. **FORCE MAJEURE.** Either party hereto shall have the right to suspend performance of an obligation due to a Force Majeure event which interferes with such party's ability to act in a manner necessary to perform its obligations hereunder. Force Majeure shall mean any event or circumstances (whether arising from natural causes, human or governmental agency or otherwise) beyond the reasonable control of the party invoking Force Majeure, including strikes, lockouts or other labor disputes, civil strife, war, terrorist attack, casualty, earthquake, riot, heavy rains, flood, fire, or acts of God, or any other cause beyond the reasonable control of the party invoking this section, and if such party shall have used its commercially reasonable efforts to mitigate such effects, and such party shall have given written notice to the other party, and the time for performance shall be extended for the period of delay or inability to perform due to such occurrence.

17. **EVENTS OF DEFAULT.** The following shall constitute Events of Default by Lessee: (i) failure to comply with any provisions of this Agreement including without limitation the breach of any representation or warranty; or (ii) adjudication of Lessee as bankrupt or Lessee's making a general assignment for the benefit of creditors, or appointment of a receiver on account of Lessee's insolvency.

18. **REMEDIES.** Upon the occurrence of an Event of Default, Company may immediately, without prejudice to any other rights or remedies it may have, at law or equity: (i) terminate this Agreement or at its sole option and without liability to Lessee, postpone, suspend or cancel the Event and/or exclude Lessee from the Facility until Lessee furnishes satisfactory evidence that such default has been cured; (ii) repair, or replace any damaged property or procure the same or similar property from another source, in which case Lessee shall be liable to Company for any additional costs or expenses incurred by Company; or (iii) seek injunctive relief or damages. Company shall have the right at any time to require adequate assurances of Lessee's performance. In any action by Company against Lessee to enforce the terms of this Agreement or exercise any rights hereunder, Company shall be entitled to recover all of its attorneys' fees, expenses and other costs of litigation.

19. **RESOURCE RECOVERY AND HAZARDOUS MATERIALS.** The Company and Lessee shall enforce strict compliance with all applicable Federal, State, County, and City laws and rules relating to waste and hazardous materials, their containment and actions required to remediate or repair surfaces affected by any spills.

    a. **Resource Recovery.** It is COTA policy that all events implement a recycling and composting (when feasible) program to divert recoverable resources from a landfill. The facility will provide recycling and other collection containers. At minimum, plan on diverting Paper, Plastic grades 1 (PETE) and 2 (HDPE), aluminum, glass, and compostables (when feasible). Participants are required to make use of such collection facilities for all waste material disposal, using the appropriate receptacles (as identified on each receptical).

    b. **Hazardous Material Control.** Spills of damage causing fluids such as oils, hydraulic and brake fluids, gasoline, anti-freeze, battery acid, etc., are always likely and can cause significant damage to the environment and to paved and grass surfaces, as well as creating dangerous situations for track users and Participants. All spills must be treated immediately on occurrence, following regular track procedures (by corner workers and paddock officials) in the first instance and, where containment and repair is beyond the capability of these officials, by the Company's staff. Lessee shall address such situations with immediate response and with maximum attention and bring such situations to the attention of the Company if they cannot be immediately addressed and repaired by Lessee.

20. **MISCELLANEOUS FACILITY AND EVENT RULES.** Lessee acknowledges and agrees to ensure that all Participants are informed of the Facility's Rules and Regulations and to ensure, using Lessee's best efforts, that Participants abide by these rules. The Rules and Regulations are set forth in Appendix A of this Agreement.

21. **NO PARTNERSHIP.** The Company does not by this Agreement, in any way or for any purpose, become a partner or joint venturer of Lessee in the conduct of either the Company's business or Lessee's Event or otherwise.

22. **ATTORNEYS' FEES.** In the event the Company shall enforce the terms of this Agreement due to a breach of this Agreement, whether or not suit is instituted, the Company shall be entitled to recover its costs and expenses incident thereto, including but not limited to reasonable attorneys' and expert witness fees and expenses.

23. **NOTICES.** All notices hereunder shall be in writing and shall be: (a) delivered personally; (b) mailed by registered or certified mail, postage prepaid, return receipt requested; (c) sent by overnight courier; or (d) sent by facsimile, in each instance to the address or fax number of the party to whom addressed as set forth on the signature page hereof. Notice shall be effective: (i) upon receipt if personally delivered; (ii) on the second business day following the date of mailing if sent by registered or certified mail; (iii) on the first business day following the date of delivery to the overnight courier service; and (iv) on the first business day following the date of transmission if sent by facsimile, but only if each fax transmission is confirmed by also mailing or delivering a copy thereof as provided by this Agreement. A party may change its address listed below by sending notice to the other party in accordance with the provisions of this Section 24.

24. **GOVERNING LAW; DISPUTE RESOLUTION.**

    a. **Choice of Law; Submission to Jurisdiction; Waiver of Jury Trial.** This Agreement shall be governed by the laws of the State of Texas. Lessee hereby submits to the jurisdiction of the federal and state courts of Travis County, Texas. THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY COURT IN ANY ACTION FOR THE ADJUDICATION OF ANY CLAIM OR DISPUTE RELATED TO THIS AGREEMENT.

    b. **Dispute Resolution and Arbitration.** At the option or election of Company, any dispute, claim or controversy ("Dispute") between Lessee and Company relating to the transactions contemplated by this Agreement or an order including without limitation any claim based on or arising from an alleged tort, shall be resolved by binding arbitration in accordance with Title 9 of the U.S. Code and the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"). Defenses based on statutes of limitations and similar doctrines shall be applicable in any such proceeding, and the commencement of an arbitration proceeding under this Agreement shall be deemed the commencement of an action for such purposes. The arbitrator shall be selected in accordance with the Commercial Arbitration Rules of the AAA. The AAA shall designate a panel of ten (10) potential arbitrators knowledgeable in the subject matter of the Dispute. Each of Lessee and Company shall designate, within thirty (30) days of receipt of the list of potential arbitrators, one (1) of the potential arbitrators to serve, and the two (2) arbitrators so designated shall select a third arbitrator from the eight (8) remaining candidates. Any arbitration proceedings conducted pursuant to this section shall be held in Austin, Texas.

25. **SEVERABILITY: INTERPRETATION.** In the event that any one or more of the provisions in this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall attach only to the specific provision determined to be invalid or unenforceable, and the remaining provisions hereof will continue in full force and effect.

26. **SUCCESSORS AND ASSIGNS.** This Agreement will be binding upon Lessee's heirs, executors, administrators and other legal representatives or successors and will be for the benefit of the Company, its successors and assigns; provided, however, that Lessee may not assign or sublease any of Lessee's rights, or delegate any of Lessee's duties, under this Agreement without the Company's prior written consent.

27. **MULTIPLE COUNTERPARTS.** This Agreement may be signed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single instrument. For the purposes of this Agreement, a signature by facsimile shall be deemed an original.

28. **ENTIRE AGREEMENT.** This Agreement sets forth the entire agreement and understanding between the Company and Lessee relating to the subject matter hereof and merges all prior and contemporaneous discussions between Lessee and the Company. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date first above written.

THE COMPANY:	LESSEE:
Circuit of the Americas, L.L.C.	
By_____	By_____

CIRCUIT OF THE AMERICAS

Event / Date

Printed Name: Bruce Knox

Title: Executive Vice President

Date: _____

Address: 301 Congress Avenue, Suite 220
Austin, TX 78701-2961
Attention: Joanna Butera

Phone: 512.301.6600

Fax: 512.394.3851

Printed Name: _____

Title: _____

Date: _____

Address: _____

Phone: _____

Fax: _____

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APPENDIX A - FACILITY AND EVENT POLICIES

ACCESS TO THE FACILITY

Waiver Policy. All persons entering Circuit of TheAmericas ("COTA") property (the "Facility") are required to sign appropriate COTA Release and Waiver of Liability and Indemnity Agreement Forms. THERE ARE NO EXCEPTIONS. (ERF Comment: except this isn't true, fans enter all the time and don't have to sign waivers, this provision needs clarifying)

Minors. All minors must be under the direct supervision of an adult at all times.

Pets. No Pets Allowed.

VEHICLE USE OF THE TRACK AND PADDOCK AREAS

Unauthorized Use of the Track(s). Only authorized vehicles will be allowed to go on the COTA courses. Drivers and passengers must be participants in a formal track activity authorized by COTA, have signed the appropriate waivers, have paid the appropriate use fees or have received specific authority from COTA management before accessing any road course. Unauthorized driving on the road courses shall be considered grounds for removal of the driver and vehicle from the Facility and the imposition of a ban of future access to the Facility. Access to the track for persons walking or riding bicycles may be permitted at certain times as determined by COTA management and then only when no other track activities are taking place.

Unauthorized Use of the Paddock. Garage renters and others with special access to the Facility may not park on the paddock at any time unless as a participant in an event where they have paid to park.

Use of Garages. All Circuit of the Americas Garage Policies and rules set forth in the Garage Lease Agreement must be followed in relation to the garages; including no refueling of vehicles within the garage walls.

Signage. All signage must be approved in writing by COTA. Any signage must conform to aesthetic and other specifications required by COTA.

Paddock and Parking Lot Speed Limits. The Speed Limit for all vehicles in any paddock area is 15 miles per hour. Fines will be levied against anyone who is deemed to be driving or riding any vehicle in an unsafe manner or at a speed considered by COTA to be in excess of the speed limit.

ATV's and Other Motorized Vehicles. The use of unlicensed vehicles such as mini-bikes, golf carts, scooters, four wheelers and dirt bikes shall be restricted to their use as service vehicles only with previous written approval from COTA, and shall be used only in the paddock area and on paved surfaces and only during event hours. Only licensed drivers/riders shall use such vehicles. Children are specifically prohibited from using such vehicles anywhere on COTA property, including any of the general or public access areas. COTA reserves the right to further restrict the use of these vehicles if, in the sole discretion of COTA such use is a danger or annoyance to other persons.

User Fees. COTA reserves the right to charge a use fee for such vehicles.

Driving/Riding While Impaired. No vehicles shall be driven or ridden on any COTA property by any person who is under the influence of alcohol or drugs, or is medically or physically incapacitated from operating a vehicle. COTA reserves the right to remove any person who is in violation of this rule from the Facility for the duration of the event and to forbid such person's attendance at future events.

Sound Limits. COTA retains the right to impose noise restrictions on participating events, including concerts as well as on cars, motorcycles and karts. While no specific noise restrictions are to be enforced without COTA's written notice, COTA may at any time and at its sole discretion, choose to impose a noise control system.

BEHAVIOR

Use of Alcohol. All State, County and other regulatory liquor laws and regulations will apply.

Substance Abuse. No use of controlled substances is permitted at Circuit of The Americas. Anyone found using controlled substances illegally, or who appears to be under the influence of alcohol while using any of the COTA facilities will be summarily removed from the Facility.

Fireworks and Weapons. No fireworks, firearms or weapons of any kind are permitted *anywhere* on the Facility premises.

Noise. No loud music or boom-boxes are permitted. Facilityquiet times must be respected (10.00 pm to 6.00 am) No race engines may be run before 7.00 am or after 9.00 pm.

Quiet Periods. COTA may require that a quiet period be maintained (for example during church services).

Energy Conservation. Only COTA staff may adjust thermostat levels. Lights should not be turned on unnecessarily, or left on if they are no longer needed. Doors between condirtioned spaces and the exterior should be closed when not in use. Lessee may be held responsible for costs associated with wasteful use of electricity.

DAMAGE TO COTA PROPERTY

Damage to COTA Property. Anyone who causes damage to COTA property, including equipment, buildings, vehicles, fences, safety systems, grass, environmental features, and landscaped areas will be held responsible for all costs relating to replacement or repair.

Damage to Paved Surfaces. No holes or any other damage may be caused to any paved surfaces. Tents and canopies must be held down by weights as no tent pegs of any kind are allowed. Flat bocks or wood squares should be used to absorb weight beneath any equipment that may cause damage to the surface, such as trailer legs, jack stands.

No Painting or Markings on Paved Surfaces. Under no circumstances is it permissible to paint, mark or otherwise deface any portion of any paved surface, and specifically any race surface, including the track, curbs, verges or pit lanes.

No Signs, Decals or Notices. No decals, signs, painting, marking or advertising of any kind are permitted to be placed on the premises at any time without the prior written consent of COTA.

Signage Code. COTA will strictly enforce a Signage Code which will require that any signs posted (only with COTA approval) must meet quality and aesthetic standards (no handwritten signs). Only the COTA approved Official Signage Contractor will be allowed to make and erect sponsor or similar signs on site.

Signage and Decals. No COTA signage or advertising displays shall be defaced in any way, nor be removed or covered over.

ON-SITE CAMPING

Camping. COTA may, at its sole discretion, permit overnight camping on the propertyduring events. COTA retains the rights to charge a fee for camping, which fee will include 24-hour security/access control.

Campfires. Open and ground fires are not permitted. Barbecues, hibachis, like heating and cooking equipment may be used only in defined areas.

Quiet Time. Camping quiet time begins at 10.00 pm.

Electricity and RV Hook-Ups. No one may use any COTA electrical or waste hook-up facilities at any time without the consent of COTA and the use of such facilities will be subject to fees payable in advance of use.

SAFETY, PUBLIC HEALTH AND HAZARDOUS MATERIAL CONTROLS

COTA will enforce strict compliance with rules relating to waste and hazardous materials, their containment and actions required to recover or repair surfaces affected by any spills.

Hazardous Material Control. Spills of damage causing fluids such as oils, hydraulic and brake fluids, gasoline, anti-freeze, battery acid, etc., may occur and can cause significant damage to paved and grass surfaces and the environment as well as creating dangerous situations for track users and other participants. All spills must be treated immediately on occurrence. COTA management must immediately be advised of all spills.

Trash and Waste Disposal. All trash shall be deposited in trash containers. COTA reserves the right to set fees for the disposal of any items left at the track that must be disposed of by a disposal company, including items such as used tires, batteries, fuel barrels, etc. Do not place any petroleum products in trash containers.

Fences. No climbing on any fence.

COTA INTELLECTUAL PROPERTIES AND RIGHTS

Use of COTA Names and Trademarks. It is not permitted to use the names Circuit of TheAmericas, COTA or any combination or association of such names, trade or registered marks for any commercial purpose or for any advertising resulting from an event or its related activities, or otherwise, without prior written consent of COTA.

Sales Rights. COTA retains all rights for the sale of sponsorship or commercial rights of any nature or kind whatsoever, whether direct or indirect, and of any products, goods or services on its premises. Nobody shall have the right, without written and advance permission from COTA, to sell or trade any product or service at the Facility. COTA reserves the right to charge a fee and/or commission on the sale of any item or service for which it may, at its sole discretion, grant written permission. These rights include, but are not limited to, the sale of gasoline and oil products, tires, tools and equipment, cars, parts and service, food, gifts and accessories, clothing, safety equipment, merchandise, souvenirs, hospitality activities in all its forms, displays, sponsorship, signage, facility access fees, credentials or any other item of trade or service. Further COTA retains the right to exclude or remove from the Facility any participant who transports any such item onto the Facility premises if, in COTA's sole discretion, such item is intended for sale.

Displays, Sampling and Expositions. COTA retains all rights to erect any displays, conduct any sampling activities, make public address announcements or establish any form of exposition activity on COTA property. No one may undertake such activities at the Facility without the prior written approval of COTA, for which COTA has the right to levy fees or charges, except that event participants are free to conduct such activities within their defined parking and pit areas and other areas that may be specifically approved by COTA.

Tents and Structures. Only COTA approved tent and structure suppliers may be used for the provision of any hospitality, display or similar structures.

Catering. All catering requirements must be provided by the official COTA Catering Contractor. Food and beverages, including alcoholic beverages, shall be sold only by the official COTA Catering Contractor.

Restrictions on Photography, Video and Filming. No commercial photographs or videotaping may be undertaken on any COTA property without prior written consent of COTA.

GENERAL REGULATIONS.

Notices. No unauthorized notices of any kind may be pasted, taped, painted or written on any COTA surface, building, facility, equipment or structure. Paddock notice boards will be provided for such notices, which shall include notices pasted by participants offering equipment, vehicles, etc for sale. Such notices will be removed at the end of each event.

COTA reserves the right to impose additional rules and regulations at any time.

Confidential

APPENDIX B

PAYMENT SUMMARY
(To be completed by Circuit of the Americas Staff Pre/Post event)

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APPENDIX C

INTELLECTUAL PROPERTY & COMMERCIAL RIGHTS

Intellectual Properties and Commercial Rights. The Company agrees to make available the following intellectual property and commercial rights to Lessee for their exclusive use during the terms of this Agreement (Reference Para. _____).

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COMMERCIAL NON-RACE
FACILITIES/PRIVATE TRACK RENTAL AGREEMENT

This Track Rental Agreement ("Agreement") is between Circuit of The Americas LLC, a Texas limited liability company (the "Company") and the individual, entity and/or party indicated on the signature page hereto (the "Lessee") and is entered into and is effective upon full execution of this Agreement.

RECITALS:

WHEREAS Lessee desires to rent from the Company a portion of that certain facility located at 9201 Circuit of The Americas Blvd., Austin, TX, 78617 and more commonly known as Circuit of The Americas ("Facility"), as more particularly described below, for the purposes set forth below and subject to the terms set forth herein; and

WHEREAS, in consideration of the Company's agreement to enter into this Agreement and to grant Lessee the rights set forth herein, Lessee shall pay the Company the amounts set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereinafter set forth, the parties agree as follows:

1. **DEFINITIONS.**

a. **Event.**

i. **Type of Event**. Lessee shall use specified Circuit of Americas facilities and track for its commercial purposes of conducting a Race Team Test event ("Event"). The Event activities consist of vehicle testing, vehicle data collection, and on-track performance driving.

ii. Lessee shall submit to the Company the Lessee's Event schedule at least 30 days prior to the first day of the event, including driver education, instructors, qualification of drivers, vehicles, on-track activity, etc. Final schedule shall be due 7 days prior to the first day of the event.

b. **Event Times.**

i. **Track times.** The Company agrees to make the Track available to Lessee for Event use from 8:00 a.m. until 5:00 p.m. on each day of the Term.

ii. **Lunch Hour.** Lessee will not operate on the track portion of the Facility during a period of One Hour near or around noon to allow staff and workers to rest and have lunch. During this lunch period the Company will have the right to use the track for any purpose of its choice.

iii. **Evening.** The Track is specifically not available to Lessee for any activity after 5:30 pm on any day of the Term, at which time all use of the Facility (including but not limited to the track portions thereof) will be retained by the Company for its own activities.

c. **Facility.** Lessee shall be granted use of the following track, facilities and equipment:

i. Main Track: ☒ Full Circuit 3.4 mile

ii. Paddock Area: ☒ Main ☐ Support

iii. Other See Section 5(m) Facilities below

d. **Participant(s).** All drivers, mechanics, pit crew, car/motorcycle/kart owners, sponsors for the participants, sponsors for the Event or series of which the Event may be a part, officials and managers of the Event and those assisting the officials, announcers, volunteers and all persons involved in the conduct or operation of the Event, and in particular any persons associated with Lessee allowed access to restricted areas.

e. **Parties.**

Company:

Organization:	Circuit of The Americas LLC	Telephone:	Telephone: 512.301.6600
Contact Person:	Bruce Knox	E-mail:	Bruce.Knox@circuitoftheamericas.com
Address:	301 Congress Ave. #220 Austin, TX 78701		

Lessee:

Organization:	Telephone:
Contact Person:	Mobile:
Address:	E-mail:

2. **RENTAL AND USE OF FACILITY.**

TEAM TESTING DRAFT

a. **Grant.** The Company hereby grants to Lessee permission to use the facilities specified in section 1(c) for the Event, and for no other purpose than set forth in section 1(a) of this agreement, subject to the Company's Rules and Regulations, a copy of which has been provided to Lessee, as modified and promulgated by the Company from time to time ("Rules and Regulations"), subject to earlier termination by the Company in accordance with this Agreement.

b. **No Competitive Activities.** This Agreement does not grant Lessee the right to conduct any form of competitive event or activity unless specifically agreed to by the Company in writing.

c. **Inspection.** Lessee shall inspect the Track prior to the start of the Event to ensure, to Lessee's satisfaction, that the Track meets Lessee's appropriate use and safety requirements, and to note the condition of all physical elements of the Facility which might be subject to damage or abnormal wear and tear as a result of Lessee's use of the Facility. Lessee acknowledges and understands that it is entering the Agreement with the understanding that it does so with the Facility in an "As is" "Where Is" condition.

d. **Damage.** Lessee agrees not to damage, mar or in any manner deface the Facility or the Company's equipment and not to cause nor permit anything to be done whereby the Facility or the Company's equipment is in any manner damaged, marred or defaced; nor shall Lessee drive or permit to be driven any nails, hooks, tacks or screws in any part of the Facility (including any asphalt) or the Company's equipment or make any alterations of any kind without the express written consent of the Company. At the end of the Event, Lessee shall return the Facility to the Company in the same condition as at the commencement of the Term, reasonable wear and tear excepted, and Lessee hereby indemnifies the Company against and assumes responsibility for any damage to the Facility caused by Lessee, its employees, agents or Participants during the Term.

e. **Hazardous Materials.** Lessee will not bring on to, use or allow to be brought on to or used, on or about the Facility, any hazardous material or article or material which is prohibited by law or the Rules and Regulations or which would render any fire or other hazard insurance policies in force with respect to the Facility or the Event void or voidable. Lessee will insure that any hazardous materials will be disposed of appropriately. Improper disposal will result in fines in an amount determined by the Company and may be cause for termination of this Agreement.

f. **Conduct of the Event.** Lessee shall not use the Facility in any manner that will constitute a breach of any law, waste, nuisance, or unreasonable annoyance or a violation of the Rules and Regulations.

3. **TERM.** The parties agree that the term of this Agreement (the "Term") shall begin at:

a. 6:30 am on the ___ day of _____, 2013, and will end at: 6:00 pm on the ____ day of _____, 2013.

b. Lessee will have access to the Facility, for the purposes of Event set-up and Participant move-in and parking at 5:00 pm on the ____ day of _____, 2013.

c. Lessee and all Participants must leave the Facility by 6:00 pm on the ___ day of _____, 2013.

The Company may charge additional fees to any Participant or to Lessee for early or late arrival/departure from the Facility.

4. **PAYMENT.** Lessee shall pay to the Company fees as set forth below for the use of the Facility.

a. **Lease Fee**. Lessee agrees to pay the Company rent in the amount of $27,500.00 per day as per diem for Track rental (the "Lease Fee"). Based on the Term of the Event as set forth in this Agreement, the Lease Fee shall be $_____ for up to 10 Drivers and 10 Cars. The Lease Fee is exclusive of any applicable sales taxes. An additional $1,250 will be charged for each additional driver or car above the 10 driver/car limit. Any increase in number of Participants must be approved in writing by COTA.

b. **Additional Time Fees**. It is agreed that any extension of the Term (including if Lessee does not complete its track activities by 5:00 p.m. on any day of the Event) must be approved by the Company in writing and in such event Lessee agrees to pay additional Lease Fees at a rate of $1,000 per fifteen minutes or part thereof ("Additional Lease Fee").

c. **Additional Charges.** In addition to the Lease Fees and Additional Lease Fees, which shall all be paid in full as set forth above, Lessee shall be required to pay all other amounts due hereunder within 30 days of the final day of the Event. Such additional fees and charges may include, but shall not be limited to:

i. Costs relating to damages and repairs as set forth elsewhere in this Agreement and as established by the Company after site review consequent to the completion of Event activities.

ii. Costs relating to staff, contract and other personnel as required for the conduct of the Event by Lessee.

iii. Amounts due to the Company by Participants for such items as fuel, transponders, timing and scoring equipment, food and beverages, safety equipment, WiFi, fines, etc., which are not paid by the Participants by the end of the Event.

d. **Payment Conditions**. Payments by Lessee to the Company shall be made by cash, certified check, or wire without prior demand therefore and without any abatement, set-off, compensation or deduction whatsoever, other than as provided in this Agreement, save such as are reasonably required to give full effect to the full spirit and intent of this Agreement. Payments not made in accordance with prescribed schedules shall bear interest daily after the tenth business day from the respective date due at prime plus 5% as determined by the Company's chartered bank.

TEAM TESTING DRAFT

e. **Payment Schedule**. The Lease Fee shall be paid as follows:

i. **Advance Deposit.** An advance deposit of 50% of the total Lease Fee shall be payable on signing of this Agreement, receipt of which is hereby acknowledged by the Company. Such advance deposit is refundable under the terms set forth herein, except for an amount of $1,500 or 10% of the Lease Fee (whichever is the greater) which shall not be refundable (except only under the circumstances set forth in section 6(b) below).

ii. **Balance Due.** The total Lease Fee, less the deposits made under sub-section 4(e)(i) above, shall be payable in full no later than 30 days prior to the first day of the Event.

iii. **Payment Summary.** Payments due to the Company from Lessee are summarized in Appendix B, attached hereto, which schedule is subject to amendment any time prior to final payment according to the terms and conditions of this Agreement.

5. <u>SERVICES, EVENT EQUIPMENT AND FACILITIES</u>.

a. **Mandatory Items:** For any motorized track activity, The Company shall require one or more of the following: ALS ambulance, tilt bed wrecker, fire rescue truck, corner workers, race control, and safety control, all of which will be provided by the Company at Lessee's sole cost. Requirements are summarized in Appendix B.

b. **Emergency Response Vehicles**.

i. **Provision of Vehicles**. The Company shall provide at least one Rescue/EV (Emergency Response Vehicle) each day of the Event at Lessee's sole cost. These vehicles respond to emergencies at other parts of the Facility and shall not be for the exclusive use of the Lessee. However, should Lessee wish to secure the exclusive use of a wrecker, recovery vehicle, or additional equipment, this shall be arranged by the Company and will be at Lessee's sole cost.

ii. **Ambulance Service.** Provided by Company at Lessee's sole cost. Lessee acknowledges and agrees that any such ambulance will respond to emergencies at other parts of the Facility if no other emergency response vehicles are available.

iii. **Staffing and Cost Requirements**. Only the Company's trained workers and approved staff shall be permitted to use and operate the Company's Rescue/EV, recovery vehicles, and wreckers.

c. **Gasoline Services.** The Company shall maintain on site at the Facility a fully equipped gas service facility which shall be the sole provider of fuels to Participants on site during the Event. Fuel will be available only for participating vehicles and is not available to the public. Payment is by credit card at the pumps. Participants may purchase other fuels off-site and transport them to the Facility; however, all such fuel must be contained and transported in a manner which complies with all Federal, State, Local and County Fire Marshall Requirements. No person or entity other than the Company may sell or distribute fuels or oil products on the Facility property.

d. **Fuels to be supplied by the Company.** The Company will supply requested fuels with costs to be covered by Lessee.

e. **Advance Notice of Gas Needs.** Lessee shall provide the Company with an estimate of the amount and type of fuel to be consumed by Participants 30 days prior to the beginning of the Term.

f. **Radios and Communications Equipment**. The Company shall provide up to 25 radios, which shall be available for use by Participants at Lessee's sole cost. Lessee shall be responsible for the maintenance and return in appropriate condition of such equipment at the end of the Event. An additional Deposit may be required to cover damage and loss. Lessee may provide its own communication equipment but such equipment must not conflict in use with the Company's equipment used at the Facility.

g. **Transponders and Timing and Scoring Equipment**. The Company shall maintain a fully operational AMB based timing and scoring system (complete with transponders) for all tracks, which shall be available for use by Participants for an additional charge. Requests for use of timing equipment must be received in writing at least 30 days in advance. Lessee is free to supply Lessee's own equipment and transponders provided they are compliant with the Company's system and provided that no changes or modifications are made to the Company's equipment, hardware or software, <u>*in any way*</u>. A deposit may be required to cover damage and loss.

h. **Fire Extinguishers**. The Company will locate fire extinguishers at each corner post and in various other locations around the pit lanes and paddock. These must be returned to their position by Lessee at the end of each day of activity. Lessee shall be responsible for any costs involved in re-charging, repairing or replacing units which are used, damaged or lost during the Event.

i. **Clean-Up Materials**. Appropriate clean-up materials will be made available at the appropriate corner stations at the beginning of each day's activities and must be returned to that location in good and complete condition at the end of the final day of the Event. The Company may, at its sole discretion, require that Lessee pay any replacement costs for abnormal or excessive usage. The Company will provide replacement materials, on call, throughout the Event.

j. **Tents and Structures.** Only the Company's approved tent and structure suppliers may be used for the provision of any hospitality, display or similar structures at the Facility, and any such structures Lessee elects to use must be approved by the Company and will be at Lessee's sole cost. Orders should be placed well in advance of requirements through the Company's administrative office.

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k. **Security**. Unless otherwise agreed by Company in writing, the Facility will be open for Participant access from 6:00 a.m. until 7:00 p.m., through defined gates and by Event credential. Lessee shall communicate all security needs to the Company's Security Officer prior to the beginning of the Event and shall provide the Security Officer with direct telephone access to an appropriate Lessee Official throughout the Event.

l. **Signage**. The Company will strictly enforce a Signage Code which will require that any signs posted by Lessee or Participants meet quality and aesthetic standards (No handwritten signs). The Company can produce appropriate signs for Lessee, at Lessee's request and at Lessee's sole cost. Signage orders should be placed as far in advance of the Event as possible, although service will be available throughout the Event. Only the Company's approved Official Signage Contractors will be allowed to make and erect sponsor or similar signs on the Facility site. Notwithstanding, Lessee may post signs such as their club insignia and competitor information signs in locations approved in advance by the Company.

m. **Wireless Access Point (WAP).** To gain garage WiFi access, Lessee must rent a WAP at $250 per router (covers 4-6 adjoining garages). If the garages are separate, it could require additional WAPs costing an additional $250 per router. Requests for WiFi must be made in writing at least 30 days prior to the Term.

n. **Spectator Access.** Spectators associated with the Lessee will remain in designated spectator access zones or in areas designated for Lessee's use. No spectators will be allowed into Pit area or onto the Track. Spectators are not allowed to access areas of Facility not designated for Lessee's use in this Agreement.

o. **Facilities**. The Company shall make available suitable facilities for use by Lessee in the conduct of the Event. These facilities shall be provided in good and fully serviced condition and must be returned to the Company after each use in appropriate, clean and undamaged condition. These facilities shall include:

i. Race Control and Timing and Scoring Rooms (Exclusive): ☐

ii. Pit Lane (Exclusive): ■ Main Pit ☐ Club Pit

iii. Start Towers (Exclusive): ☐ Main ☐ Club N/A ■

iv. Classroom/Briefing Room (Exclusive): One (1) Room, Team Building ■

v. Access to the Gas Station (Non-Exclusive)

vi. Paddock Club Loft: One (1) Room – Catering ☐

vii. Paddock Garages: Ten (10) ■ - Extra Garages $500 each per day

viii. Appropriate Paddock Area and Participant Parking (Defined): ■ Main ☐ Support

ix. Use of LED Panels – Main Grandstand ■

x. Tower Access ☐

xi. Paddock Washroom Facilities (Non-Exclusive)

p. **Medical Requirements.**

i. **Provision of Emergency Medical Services.** Emergency medical services will be provided in conformance with existing local, state and federal law and regulations.

ii. **Stand-By and Emergency Transportation.** Prior to the Event the Company shall establish contact with local and major emergency services that shall be advised of the nature of the Event. In the event that emergency helicopter services, outside ambulances, fire truck or other emergency transportation or services are required, the same shall be ordered by the Company, at Lessee's request. Lessee shall be solely responsible for the costs and expenses arising therefrom.

iii. **Ambulance and EMT Requirements.** Lessee shall ensure that no on-track activities shall take place unless the required numbers of Advanced Life Support ambulances are on site and prepared to provide immediate response. Where only one ambulance/EMT team is required and it is required to leave the Facility during the Event (for any reason), all track activity must be stopped until it returns to or a substitute unit arrives at the Facility.

iv. **Costs.** Lessee shall pay all costs relating to the provision, service, transport of casualties and any other ambulance related activity.

v. **Other Medical Services.** Lessee may elect to have the Company arrange the provision of additional medical resources, such as a staffed medical facility, additional emergency medical services for Participants, or air ambulance services. The costs for these additional services will be the sole responsibility of Lessee. Notice of such requirements must be made to the Company at least 30 days prior to the Event.

vi. **Medical Situation Reports.** Lessee is required to maintain a log of all emergency, medical and incident response situations and activities and to provide the Company with a copy of such log at the end of the Event.

6. **CANCELLATION POLICY.**

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a. **Notice.** In the event that Lessee wishes to cancel this Agreement, Lessee shall provide the Company with written notice pursuant to subsections (i) through (v) of this Section 6.a (the "Reimbursement Schedule"), explaining the reason for the cancellation request. Except as otherwise provided in this Section 6.a, the Company will reimburse Lessee an amount based on the Reimbursement Schedule, less the nonrefundable deposit received and after offset of any monies owed to the Company by Lessee pursuant to the terms hereof), within 30 days of receipt of the notice. If outstanding amounts are due by Lessee to the Company, Lessee shall pay all monies due, in full, at the time the cancellation request is made. Failure to pay any amounts owed to Company upon notice of request for cancellation shall be a breach of this Agreement.

   i. If cancellation is requested 90 or more days prior to the date the Event was scheduled to begin, the Company will refund 90% of the refundable Lease Fee paid to date.

   ii. If cancellation is requested less than 90, but 60 or more days prior to the date the Event was scheduled to begin, the Company will refund 75% of the refundable Lease Fee paid to date.

   iii. If cancellation is requested less than 60, but 30 or more days prior to the date the Event was scheduled to begin, the Company will refund 50% of the refundable Lease Fee paid to date.

   iv. If cancellation is requested less than 30 days prior to the date the Event was scheduled to begin, Lessee shall not be entitled to any refund.

   v. Notwithstanding the above, the Company agrees that it will use its best efforts to lease the Facility to other customers for the cancelled Term and for the full rental fee, and in the event that such an agreement is reached, the Company will refund Lessee the entire amount of the Lease Fee that the Company received from Lessee, less 10% of such fee.

b. **Dangerous Conditions.** The Company reserves the right to cancel or postpone the Event if in the reasonable judgment of the Company the weather or conditions of the vehicles render the holding or continuance of the Event dangerous. This decision shall be in the sole discretion of the Company. If the Event is cancelled by the Company due to dangerous conditions, then the Company will refund Lessee 50% of the refundable Lease Fee paid to date. If the Event has already started, there shall be no refund to Lessee.

c. **Rescheduling**. In the event the Event is cancelled pursuant to section 6(b), the Company agrees to use reasonable efforts to provide an alternate lease date in the same calendar year (subject to availability) to Lessee for the Event to be rescheduled. The decision to reschedule, however, will be at the sole discretion of Lessee. In the event the Event is so cancelled prior to any racing activity taking place on that day, the Company agrees to provide Lessee with the use of the Facility on a date mutually agreed upon by the parties, under the same terms and conditions, but at a Lease Fee equal to 50% of the original Lease Fee.

d. **Entry and Termination by the Company**. The Company or its designated agents shall have the right to enter the Facility at any time during the Term of this Agreement to ensure that Lessee is in compliance with all Rules and Regulations of the Facility and with the provisions of this Agreement and to ensure that the Facility is being safely operated and maintained. In the event the Company, in its sole reasonable discretion determines that Lessee is not in compliance with the Facility's Rules and Regulations or with the provisions of this Agreement, or that there is substantial danger of damage or injury to the Facility or Participants, then the Company shall have the right to close the Facility and to end all Lessee activities thereon until such time as Lessee is in compliance. In the event that Lessee refuses or is unable to comply with the Facility's Rules and Regulations, then the Company shall have the right to immediately terminate this Agreement, in which case any monies previously paid by Lessee shall be forfeited to the Company and Lessee shall be responsible for all other costs incurred as a result of the use of the Facility up to the time of termination. In such event, Lessee waives any and all claims for damages or compensation from the Company.

7. **INSURANCE.**

a. Lessee shall procure and bear the cost of premiums for insurance of the type and in the minimum amounts indicated below. Such insurance will require the insurance endorsements and cancellations provisions set forth below. Lessee's insurance provider must be approved in writing by Company and Lessee must provide Company with a certificate of insurance no less than thirty days prior to the first day of the Event. No Participant shall be admitted to the Facility unless and until such insurance coverage is in effect as reflected by the effective date and time on the insurance certificate.

b. It is understood and agreed by and between Lessee and Company that obtaining such insurance by Lessee does not absolve Lessee of any liability to Company, its affiliates, or any other person claiming against Lessee or Company for any indemnification and reimbursement unless such insurance in fact fully indemnifies and reimburses Company or any other claimant.

c. The insurance requirements imposed on Lessee shall consist of the following types of insurance:

   i. Event Spectator/Public and Participant Legal Liability, in the required minimum amount of $5,000,000 general liability insurance (combined single limit) and $5,000,000 participant legal liability per occurrence; and

   ii. Participant Accident Insurance, in the required minimum amount of $10,000 accidental death and dismemberment, $10,000 accidental excess medical benefit, and $50 weekly temporary total disability, payable up to 52 weeks, provided, however, for motorcycle events the Excess Medical limit of $3,000 excess medical expense reimbursement; $3,000 Accidental Death & Dismemberment and $25 weekly accident income benefit for 26 weeks for Participants will be accepted.

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d. The policy must be a commercial general liability form and may either be a manuscript **motorsports** policy or commercial general liability policy with endorsements that provide the amendments required to cover automobiles and/or motorcycle events.

e. Additional amounts and/or types of coverage may be required for unique or unusual Events activities, as determined in Company's sole judgment.

f. The policy must be a commercial general liability form and may be either a manuscript **motorsports** policy or commercial general liability policy with endorsements that provide the amendments required to cover on-track automobile and/or motorcycle events. Coverage must include, but shall not be limited to:

   i. Spectator/Public Bodily Injury Liability;

   ii. Participant Liability;

   iii. Promoter/Sponsor Liability;

   iv. Bodily Injury and Property Damage Liability, including Participant property except when in restricted areas and with a maximum deductible of $1,000;

   v. Refreshments/Product Liability, including Host Liquor Liability;

   vi. Personal Injury/Advertising Liability, including false arrest, detention, imprisonment or malicious prosecution; libel, slander; wrongful entry or eviction;

   vii. Mobile Equipment Liability;

   viii. Incidental Medical Malpractice Liability;

   ix. Official Vehicle Physical Damage with a maximum of $1,000 deductible;

   x. Contractual Liability (written and oral);

   xi. Pollution – Sudden and Accidental; and

   xii. Official's Errors and Omissions (minimum $100,000).

g. If Lessee's employed personnel, contractors or subcontractors are engaged in the use of the Facility, Lessee shall maintain (and require its contractors and subcontractors to maintain) statutory worker's compensation insurance where required by law or participant accident insurance including death, disability, dismemberment and medical benefits for all its personnel, contractors and subcontractors engaged in the usage of the Facility.

h. All policies required by this Agreement shall name and include Circuit of The Americas, L.L.C.,COTA EVENTS LLC, COTA Racing and Entertainment LLC, Accelerator Holdings, LLC Tower Amphitheater LLC and each of the foregoing entities' respective affiliates, officers, directors, members, agents and employees and each of their respective heirs, legal representatives, successors and assigns, participants and sponsors (collectively, "Company Related Parties"), Participants, and sponsors of the Event as additional insured. The definition of Participant must include drivers, crew members, officials of the Event, and those assisting the officials, announcers, emergency and safety crews and security personnel, their guests and family members, and all other persons allowed access to Race Course.

i. The insurance must be primary to any other insurance available to the additional insureds. No insurance of the additional insureds shall be called on to contribute to any loss incurred in connection with the performance of this Agreement.

j. The insurer must be admitted or approved to write insurance in the State of Texas. All insurance shall be written by an insurer or insurers acceptable to Company.

k. Complete copies of all policies providing coverage for the Event shall be provided to Company upon demand.

l. The insurance policy shall not be cancelled or reduced without thirty days prior written notice of same to Company.

m. Lessee shall utilize a system to obtain properly executed and signed "Waiver and Release from Liability" forms from all Participants. "Waiver and Release from Liability" forms shall be in a format acceptable to Company and its insurers. Lessee shall use these "Waiver and Release from Liability" forms and shall ensure that all Participants duly complete and sign such forms prior to Participants admission to the Facility. Participants who fail or refuse to sign such "Waiver and Release from Liability" forms shall not be admitted to or permitted to remain on the Facility. Copies of all signed "Waiver and Release from Liability" forms shall be provided to Company at the end of the Event.

n. Employees, contractors and subcontractors of the Company shall be pre-registered and copies of release forms signed by such employees will be held by the Company on its premises. Such copies will be available for inspection by Lessee or Lessee's insurance provider on request.

8. **INDEMNIFICATION; ASSUMPTION OF RISK; WAIVER AND RELEASE**.

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a. LESSEE HEREBY RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE COMPANY AND EACH OF ITS AFFILIATES, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES OR AGENTS, AND THEIR RESPECTIVE HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES") FROM AND AGAINST ANY AND ALL OBLIGATIONS, LOSSES, DAMAGES, CAUSES OF ACTION AND CLAIMS (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' AND EXPERT WITNESS FEES, COURT COSTS AND EXPENSES) THAT MAY BE CLAIMED OR ASSERTED AGAINST ANY OF THE RELEASED PARTIES BY LESSEE, ANY PARTICIPANT, OR BY ANY EMPLOYEE OR AGENT OF LESSEE AND/OR ANY OTHER PERSON OR ENTITY CONNECTED WITH OR RESULTING FROM THE EVENT FOR ANY AND ALL REASONS.

b. LESSEE HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE DUE TO THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, WHILE IN OR UPON THE FACILITY FOR ANY PURPOSE, INCLUDING COMPETING, OFFICIATING, OBSERVING, WORKING OR PARTICIPATING IN ANY USE, EVENT OR ACTIVITY.

c. LESSEE RECOGNIZES AND UNDERSTANDS THAT (A) THERE ARE INHERENT RISKS AND DANGERS ASSOCIATED WITH PARTICIPATING IN EACH USE, EVENT OR ACTIVITY AND ADMISSION TO THE FACILITY THAT COULD CAUSE SEVERE BODILY INJURY, DISABILITY OR DEATH; (B) THE RISKS AND DANGERS MAY BE CAUSED BY THE NEGLIGENT ACTIONS OR NEGLIGENT FAILURE TO ACT (GROSS OR OTHERWISE) OF THE RELEASED PARTIES AND OTHERS; AND (C) ALL OF THE RISKS AND DANGERS ASSOCIATED WITH PARTICIPATING IN THE EVENT OR ANY OTHER EVENT AND ENTRY ONTO THE FACILITY OR OTHER RESTRICTED AREAS MAY NOT BE FORESEEABLE AT PRESENT, BUT ARE ASSUMED BY LESSEE NOTWITHSTANDING. LESSEE HEREBY RELEASES, DISCHARGES AND COVENANTS NOT TO SUE, AND WAIVES ALL CLAIMS AGAINST, THE RELEASED PARTIES FROM ALL LIABILITY TO LESSEE, LESSEE'S OWNERS, PERSONAL REPRESENTATIVES, ASSIGNS, EXECUTORS, HEIRS, SUCCESSORS AND ASSIGNS FOR ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES OR DAMAGES FOR PERSONAL INJURY, INCLUDING, BUT NOT LIMITED TO, DEATH OF LESSEE, ITS OWNERS, EMPLOYEES, AGENTS, OR PARTICIPANTS IN THE EVENT UNDER THIS AGREEMENT, OR OF ANY CLAIMANT'S PARENT, GUARDIAN OR RELATIVES, OR FOR ANY AND ALL DAMAGES TO PROPERTY CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE (INCLUDING GROSS) OF THE RELEASED PARTIES OR OTHERWISE, AND INDEMNIFIES THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS OR LIABILITIES RELATED TO THE EVENT OR USE OF THE FACILITY.

9. PARTICIPANT WAIVER AND RELEASE.

LESSEE SHALL REQUIRE AND SHALL ENSURE THAT ITS CONTRACTORS AND SUBCONTRACTORS REQUIRE EACH PARTICIPANT, INCLUDING ANY MEMBER, OFFICER, DIRECTOR, EMPLOYEE OR AGENT OF LESSEE, TO EXECUTE AN INDEMNIFICATION, ASSUMPTION OF RISK, WAIVER AND RELEASE AGREEMENT AS REQUIRED BY COMPANY AND ITS INSURERS, PRIOR TO THE PARTICIPANT ENTERING IN OR UPON THE FACILITY AND PRIOR TO ANY PARTICIPATION IN THE PROGRAM. LESSEE SHALL DELIVER TO THE COMPANY A COPY OF ALL EXECUTED INDEMNIFICATION, ASSUMPTION OF RISK, WAIVER AND RELEASE AGREEMENTS WITHIN FIVE (5) BUSINESS DAYS AFTER EXPIRATION OF THE TERM. LESSEE SHALL INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ALL OBLIGATIONS, CAUSES OF ACTION AND CLAIMS (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' AND EXPERT WITNESS FEES AND EXPENSES) THAT MAY BE CLAIMED OR ASSERTED AGAINST ANY RELEASED PARTIES BY REASON OFLESSEE'S FAILURE TO OBTAIN A VALIDLY EXECUTED INDEMNIFICATION, ASSUMPTION OF RISK, WAIVER AND RELEASE AGREEMENT FROM ANY PARTICIPANT.

10. INTELLECTUAL PROPERTIES AND COMMERCIAL RIGHTS.

a. **Company Intellectual Property**. Nothing in this Agreement shall be construed as transferring any right, title or interest in any Intellectual Property provided by Company. For the purposes of this Agreement, "Intellectual Property" shall mean any proprietary rights associated with Company's products including without limitation any documentation, copyright rights (including rights in audiovisual works), trademarks or service marks, patent rights (including patent applications and disclosures), know-how, inventions, rights of priority and trade secret rights, recognized in any country or jurisdiction (including without limitation such intellectual property or proprietary rights as may be licensed to a party and with respect to which such party may have the right to grant sublicenses). Lessee expressly agrees that it shall assert no rights in contravention to the rights that Company has in the Intellectual Property. Any data or other information contained in this Agreement or any Specifications or in any proposal or order shall be considered Intellectual Property and may not be distributed or reproduced by any means without the express written consent of Company, which may be withheld by Company in its sole discretion.

b. **Media.** Except as otherwise expressly provided in subsection (c) below, Media access to private events held at the Circuit will be determined by individual event organizers. Media representatives seeking access to private events held at Circuit of The Americas should first seek permission from the individual event organizer(s), who will then notify Circuit of The Americas Media Relations and Security Teams. Media representatives without permission from private event organizers and/or Circuit of The Americas Media Relations Team will not be granted access to Circuit of The Americas' property. Media representatives should secure the appropriate permissions before arriving at the Circuit of The Americas venue. Media representatives that are not pre-approved for entry to private events or that have not signed and returned the requisite waiver of liability and indemnification forms will not be granted access to Circuit of The Americas' property. To allow media access to cover private events at Circuit of The Americas, private event organizers must do the following:

i. At least two (2) business days prior to the event, submit to Circuit of The Americas Media Relations team a full list of journalists and their respective media outlets that have requested access for the event. Media lists should be e-mailed to Julie.Loignon@circuitoftheamericas.com and Ali.Putnam@circuitoftheamericas.com. Circuit of The Americas Media Relations staff will then forward the list to the Circuit's Security Department to ensure gate access for approved media representatives;

ii. Guarantee that the organizer will provide experienced public/media relations personnel, including a designated spokesperson(s) as appropriate, to chaperone media representatives throughout the duration of their visit to Circuit of The Americas;

iii. Provide media credentials and/or photography/videography vests to clearly identify media representative approved to be on site for the private event; and

iv. Ensure that all media representatives sign and return copies of Circuit of The Americas' "Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement" to the Circuit's Security Office, located on the first floor of the Circuit's Main Grandstand.

c. **Television, Broadcasting, Film, Electronic Media and Photographic Rights.** Except as otherwise expressly provided herein, the Company specifically retains all rights to commercial exploitation of the Facility and the Event, for film, television, video, audio, electronic game or training program, audio and photographic purposes. Lessee shall have the right to photograph and video the Event solely for posting on its website and social media sites, including Facebook, Twitter and Youtube. Lessee agrees that such photographs and video will not be used for commercial purposes.

d. **Access for Company Guests**. The Company retains the right to admit anyone of its choosing to the Event and to the Facility during the Event, at the Company's sole discretion.

e. **Advertising and Use of Company Names and Trademarks.** At least thirty (30) days prior to the event Lessee shall submit all advertising and promotional materials to Circuit of The Americas Media Relations team for approval. All advertising and promotion of the Event will be truthful and accurate and at the sole expense of Lessee. The Company may agree, in its sole discretion, to participate in the cost of advertising. Lessee may not use the name Circuit of The Americas, COTA or any combination or association of such names, trade or registered marks for any commercial purpose or for any advertising resulting from the Event or its related activities, or otherwise, without the prior written consent of the Company.

f. **Sales Rights**. Lessee agrees that the Company will retain all rights for the sale of any products, goods or services at the Facility. Neither Lessee nor any Participant will have the right, without the Company's written advance permission, to sell or trade any product or service at the Facility. The Company reserves the right to charge a fee and/or commission, as determined by the Company, on the sale of any item or service for which it may, at its sole discretion grant such written permission. These rights include, but are not limited to, the sale of gasoline and oil products, tires, tools and equipment, cars, parts and service, food and beverage (including alcoholic beverages), gifts and accessories, clothing, safety equipment, merchandise, souvenirs, parking, hospitality activities in all its forms (including catering), displays, sponsorship, signage, Facility access fees, credentials or any other item of trade or service. In the event the Company grants Lessee or its agent the right to sell or trade any such product or service, Lessee (or the agent) must obtain all necessary certificates of authority to collect and remit sales and use taxes to appropriate governmental authorities, and will otherwise comply with all laws imposed by any governmental bodies having jurisdiction over Lessee or the Event. Any such approved vendors (Lessee or its agents) must comply with all insurance requirements defined by the Company and must provide Certificates of Insurance in advance of commencing activities on the Facility. Further the Company retains the right to exclude or remove from the Facility any Participant who transports any such item onto the Facility premises, if, in the Company's sole determination such item is intended for sale.

g. **Sponsorship Rights**.

i. **Company Commercial Rights**. Lessee agrees and warrants that it has no rights to secure, sell, trade or offer, to any person or entity, sponsorship or commercial rights of any nature or kind whatsoever, whether direct or indirect, for the Event that relate in any way to the Company's intellectual or physical properties.

ii. **Lessee Commercial Rights**. Lessee will however retain rights to sponsorship and similar rights for its own properties, such as Event naming rights, on the condition that such rights do not impose any responsibilities for the Company to support, service or provide facilities for or in any way compel the Company to participate in any activities; and provided that Lessee advises the Company in advance of the Event that such sponsorship conditions exist. The Company agrees to be responsive to Lessee's prior sponsorship arrangements and to reasonably work with Lessee and Lessee's sponsors in such a way as to support the Event, subject to the understanding that the Company may, at its sole discretion, apply fees and costs to any such services provided, and on condition that such activities do not impose conflicts with the Company's existing sponsorship or other commercial or contracted relationships.

iii. **Company's Right to Sell Sponsorship**. The Company retains the right to sell or market sponsorship, hospitality, signage, and other related products for the Event, and to retain all income therefrom.

h. **Signage and Decals**. None of the existing signage or advertising displays located at the Facility shall be removed or covered over by Lessee or any Participant. Further, Lessee agrees that no signage of any kind may be erected or shown on the Facility relating to the Event, Sponsors or Participants without the prior written approval of the Company, for which service the Company may, in its sole discretion, assess fees and cost charges. Notwithstanding, Participants are free to display any signage, identification or commercial sponsorship identity or advertising (subject only to the Company's considerations of good taste) on their race vehicles, support vehicles, clothing or within their allocated parking and pit areas at all times during the Event.

i. **Displays, Sampling and Expositions**. Lessee agrees that neither Lessee nor the Event Participants will have the right to erect any displays, conduct any sampling activities, make public address announcements or establish any form of exposition activity on the Facility property without the prior written approval of the Company, and that the Company has the right to levy fees or charges in connection with such approval; except that Participants and Lessee are free to conduct such activities within their defined parking and pit areas and other areas that may be specifically approved in advance by the Company.

j. **Lessee Marketing Opportunities.** The Company agrees to provide Lessee with a designated location within the paddock area, to be selected by the Company, for the display, sale and marketing of Lessee specific promotional

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materials, merchandise and souvenirs, at no charge to Lessee and subject only to confirmation that products to be sold or marketed are directly related to Lessee activities.

11. **COMPANY RESPONSIBILITIES.**

a. **Physical Facilities**. The Company agrees to furnish Lessee the areas of the Facility as described herein for the conduct of the Event.

b. **Equipment and Services**. The Company agrees to provide certain equipment and services reasonably necessary to conduct all Event activities, including the supply of power, water and communications services. Other services, including catering service, may be requested by Lessee and will be provided upon the terms agreed upon by the parties.

c. **Staff.** The Company will provide staff members to control gates for ticket and credential control purposes, stand-by maintenance and repair staff and an on-site manager whose responsibility it will be to coordinate all activities between Lessee and the Company during the Event.

d. **Security**. COTA is not responsible for items left unattended in the event spaces. Special arrangements may be made by agreement for additional or overnight security for an extra cost.

e. **Food and Beverage Provider/Catering.** Due to licensing and insurance requirements, all food and beverage served on COTA property must be supplied and prepared by Sodexo, the Company's official catering contractor. Menu options will be provided to Lessee and orders should be placed 30 days in advance. Upon the conclusion of the event, no food or beverage may be removed from the premises. Outside food and beverage are not permitted on COTA property.

f. **Adequate and Appropriate Staff**. Company shall provide an adequate number of experienced, qualified and trained staff to conduct the Event in a safe and responsible manner. Lessee shall not operate any on-track activities unless the minimum required staff is on site and in their designated operating positions. Such staff shall include:

i. **Corner Workers.** Only Company-staff will be permitted to marshal or work posts, race control and Rescue control during events

ii. **Registration Attendant(s)**. To ensure efficient operation of Participant registration and access to the Facility.

iii. **Paddock Marshal(s).** Officials with the responsibility for efficient and timely parking of Participant vehicles in the paddock prior to the Event and for ensuring efficient paddock operations through the Event.

iv. **Grid and Pit Lane Officials**. Persons with the responsibility for conducting all pre-grid, post-race and pit lane activities, including ensuring that only appropriate vehicles and persons access the racing surfaces.

v. **Course Control Personnel**. Officials charged with the safe and effective conduct of all on track activities.

g. **Hotel Booking Services.** All official hotel accommodations for staff or event must be booked through COTA Travel Services department. There will be no charge to Lessee for services provided, however Lessee must list COTA Travel Services as agency of record when contracting with hotel. All Circuit of the Americas track rentals must include COTA Travel Services in site selection process, and include COTA Travel Services as the agency on record for any signed contracts. Failure to use COTA Travel Services for events that require hotel site selection may result in termination of services outlined in this agreement. COTA may seek damages against a Lessee who uses COTA Travel Services for site selection, but fails to include COTA Travel Services as the agency of record.

12. **DUTIES OF LESSEE.**

a. **Overall Responsibility of Lessee.** Lessee is responsible for the conduct of its Participants and for each Participant's property throughout the Term of this Agreement. The Company, at its sole discretion, may disqualify and cause the removal of any Participant and/or the Participant's property (such as personal property or vehicle), or cancel or revoke this Agreement at any time with or without cause.

b. **Facility Rules and Regulations.** The Company has adopted certain Rules and Regulations regarding use of the Facility (Appendix A) and Lessee agrees to enforce these Rules and Regulations, as amended from time to time, throughout the duration of the Event.

c. **Compliance with Contract and Rules**. Lessee must inform all Participants and Event attendees of the charges and rules set forth in this Agreement. Lessee shall comply with the rules set forth herein and shall use its best efforts to ensure that Event Participants and attendees comply with the rules and other terms of this Agreement.

d. **Reputation and Good Name**. Lessee agrees that all activities that might take place at the Facility reflect on the reputation and good name of the Company and the Facility and that Lessee will conduct the Event in a manner that will not negatively affect such reputation and good name. Lessee agrees to use its best efforts to ensure that all Participants conduct themselves in a manner that will not negatively affect the name and reputation of the Company or the Facility.

e. **Company's Rights of Interjection.** Lessee agrees and will enforce the right of the Company to bar, expel or fine any Participant in violation of any Facility Rule or Regulation, or anyone acting in contravention of the terms and conditions of this Agreement.. The Company agrees to advise Lessee if any person so removed is a Participant in the Event and in such case not to remove that person until notification has been made to Lessee.

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f. **Control of the Course**. Lessee shall have such authority and control as may be required for managing and conducting the Event, including control over the road courses, and Lessee shall be responsible for verifying all Participants for the Event and shall be responsible for excluding all persons from the road courses other than Participants.

g. **Control of Event Personnel**. Lessee shall fully control and supervise the activities of all personnel and equipment brought onto the Facility by Lessee and agrees to ensure that such personnel conduct themselves, and that all equipment is used, in accordance with the provisions of this Agreement and with the Rules and Regulations of the Facility.

h. **Official Contact Person**. No later than thirty (30) days prior to the Event, Lessee shall provide Company with the name and contact information (including mobile/cell phone number(s) and email address) of a single contact person with whom the Company can communicate on a 24-hour basis throughout the Event and who will be in a position of overall authority with respect to all Lessee activities and responsibilities.

i. **Public Events**. The event will not be made available for public access.

j. **No Supervision or Interference**. Company shall control access to the Facility. Lessee shall, without supervision or interference from the Company or any other person, conduct and be responsible for the registration, inspection, practice and program of activities at the Event.

k. **Event to Be Conducted In Accordance with Appropriate Rules.** Lessee warrants that the Event, including all on-track activities, shall be conducted in accordance with the Company's rules and regulations.

l. **Identification of Facility Features.** For purposes of continuity and to reduce potential confusion, Lessee shall use only designated names and nomenclature for track elements such as comer names and numbers, worker and communication posts, rescue and response vehicle locations and other similar Facility features.

m. **Participant Ages.** No person under the age of 16 will be allowed in any Pit or Track area when there are vehicles using that area. No person under the age of 18 will be allowed on Track or to participate in the Event as a driver.

n. **Event Information and Regulations.** No later than thirty (30) days prior to the Event, Lessee shall provide the Company with copies of Event Regulations and information related to the activities taking place at the Facility as part of the Event.

o. **Security**. COTA is not responsible for items left unattended in the event spaces. Special arrangements can be made in advance for additional or overnight security for an extra cost.

p. **Hotel Booking Services.** All official hotel accommodations for staff or event must be booked through COTA Travel Services department. There will be no charge to Lessee for services provided, however Lessee must list COTA Travel Services as agency of record when contracting with hotel.

All Circuit of the Americas track rentals must include COTA Travel Services in site selection process, and include COTA Travel Services as the agency on record for any signed contracts. Failure to use COTA Travel Services for events that require hotel site selection may result in termination of services outlined in this agreement. COTA may seek damages against a Lessee who uses COTA Travel Services for site selection, but fails to include COTA Travel Services as the agency of record.

13. <u>DAMAGES AND RECOVERY.</u> Lessee will be responsible for all costs arising from the repair of the Facility property arising from damage due to actions by Participants or Lessee or its employees or agents during the Event. This damage shall include, but not be limited to, the following:

a. **Pavement Damage (Paddock or Track)**. Lessee acknowledges that the asphalt surface applied at the Facility is of high quality and repairs thereto are very costly. Lessee agrees to so advise the Participants, and will monitor and control all activities which may result in damage to asphalt surfaces. Lessee will further take such reasonable steps as are necessary to protect and maintain these asphalt surfaces. Such steps may include requiring Participants: to place flat boards under jack stands in order to spread loads, especially during high temperature conditions; to refrain from driving pegs such as those retaining tents and awnings into asphalt surfaces; and ensuring prompt clean-up of all gas, oil, hydraulic, brake, and other fluids. Lessee will pay the Company an amount equal to $75.00 per square foot for all asphalt damage sustained during the Event, provided that such damage is caused by an act or omission by Lessee or a Participant, including fuel, oil, hydraulic, coolant, and other fluid spills. Normal wear and tear is expressly excluded.

b. **Guard Rails**. Lessee will pay the Company an amount equal to $25 per linear foot for any guardrail that is damaged during the Event.

c. **Tire Barriers (Tech Pro)**. Lessee will pay the Company an amount equal to $650 per block for all tire barriers damaged during the Event.

d. **Fencing**. Lessee will pay the Company an amount equal to $15 per foot for all fencing that is damaged during the Event.

14. <u>FORCE MAJEURE.</u> Either party hereto shall have the right to suspend performance of an obligation due to a Force Majeure event which interferes with such party's ability to act in a manner necessary to perform its obligations hereunder. Force Majeure shall mean any event or circumstances (whether arising from natural causes, human or governmental agency or otherwise) beyond the reasonable control of the party invoking Force Majeure, including strikes, lockouts or other labor disputes, civil strife, war, terrorist attack, casualty, earthquake, riot, heavy rains, flood, fire, or acts of God, or any other cause beyond the reasonable control of the party invoking this section, and if such party shall have used its commercially reasonable efforts to mitigate such effects, and such party shall have given written notice to the other party, and the time for performance shall be extended for the period of delay or inability to perform due to such occurrence.

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15. **EVENTS OF DEFAULT.**

a. **Events of Default.** The following shall constitute Events of Default by Lessee: (i) failure to comply with any provisions of this Agreement, including without limitation the breach of any representation or warranty; or (ii) adjudication of Lessee as bankrupt or Lessee's making a general assignment for the benefit of creditors, or appointment of a receiver on account of Lessee's insolvency.

b. **Remedies.** Upon the occurrence of an Event of Default, Company may immediately, without prejudice to any other rights or remedies it may have, at law or equity: (i) terminate this Agreement or at its sole option and without liability to Lessee, postpone, suspend or cancel the Event and/or exclude Lessee from the Facility until Lessee furnishes satisfactory evidence that such default has been cured; (ii) repair, or replace any damaged property or procure the same or similar property from another source, in which case Lessee shall be liable to Company for any additional costs or expenses incurred by Company; or (iii) seek injunctive relief or damages. Company shall have the right at any time to require adequate assurances of Lessee's performance. In any action by Company against Lessee to enforce the terms of this Agreement or exercise any rights hereunder, Company shall be entitled to recover all of its attorneys' fees, expenses and other costs of litigation.

16. **NOISE CONTROL.**

a. **Sound Limits.** The Company retains the right to impose noise restrictions on participating cars, motorcycles and karts. While no specific noise restrictions are required to be enforced by Lessee, Lessee and Participants should be aware that the Company may, at any time up to the beginning of the Event and at its sole discretion, choose to impose a noise control system. Such system is likely to be similar to that operated by the Sports Car Club of America at its National race events. This would require that vehicles comply with a sound pressure level of 103db "A" frequency weighted (dba) measured on a fast response setting at 50ft (=/- 2 feet) from the edge of the track pavement. (See SCCA 2005 GCR's Section 12). If the Company imposes noise restrictions, Lessee will be required to inform the Participants and enforce the restrictions.

b. **Noise Time Limits**. No race engines may be run before 7:00 a.m. or after 9:00 p.m.

c. **Quiet Periods**. The Company may require that a quiet period be maintained (for example during church services). Such times will be communicated to Lessee at least 6 weeks before the Term begins.

17. **HAZARDOUS AND WASTE MATERIALS.** The Company and Lessee shall enforce strict compliance with all applicable Federal, State, County, and City laws and rules relating to waste and hazardous materials, their containment and actions required to remediate or repair surfaces affected by any spills.

a. **Waste Products.** The Company shall erect, as various locations in the paddocks and pit lanes, a number of collection facilities for used fluids and waste materials in large yellow containers. Participants are required to make use of such collection facilities for all waste material and fluid disposal, using the appropriate receptacles (as identified on each receptacle).

b. **Hazardous Material Control.** Spills of damage causing fluids such as oils, hydraulic and brake fluids, gasoline, anti-freeze, battery acid, etc., are always likely and can cause significant damage to the environment and to paved and grass surfaces, as well as creating dangerous situations for track users and Participants. All spills must be treated immediately on occurrence, by Participants in the first instance and, where containment and repair is beyond the capability of these officials, by the Company's staff. Lessee shall address such situations with immediate response and with maximum attention and bring such situations to the attention of the Company.

18. **MISCELLANEOUS FACILITY AND EVENT RULES.** Lessee shall ensure that all Participants are informed of the Facility's Rules and Regulations and shall ensure that Participants abide by these rules. The Rules and Regulations are set forth in Appendix A of this Agreement.

19. **RESOURCE RECOVERY AND HAZARDOUS MATERIALS.** The Company and Lessee shall enforce strict compliance with all applicable Federal, State, County, and City laws and rules relating to waste and hazardous materials, their containment and actions required to remediate or repair surfaces affected by any spills.

a. **Resource Recovery.** It is COTA policy that all events implement a recycling and composting (when feasible) program to divert recoverable resources from a landfill. The facility will provide recycling and other collection containers. At minimum, plan on diverting Paper, Plastic grades 1 (PETE) and 2 (HDPE), aluminum, glass, and compostables (when feasible). Participants are required to make use of such collection facilities for all waste material disposal, using the appropriate receptacles (as identified on each receptical).

b. **Hazardous Material Control.** Spills of damage causing fluids such as oils, hydraulic and brake fluids, gasoline, anti-freeze, battery acid, etc., are always likely and can cause significant damage to the environment and to paved and grass surfaces, as well as creating dangerous situations for track users and Participants. All spills must be treated immediately on occurrence, following regular track procedures (by corner workers and paddock officials) in the first instance and, where containment and repair is beyond the capability of these officials, by the Company's staff. Lessee shall address such situations with immediate response and with maximum attention and bring such situations to the attention of the Company if they cannot be immediately addressed and repaired by Lessee.

20. **NO PARTNERSHIP.** The Company does not by this Agreement, in any way or for any purpose, become a partner or joint venturer of Lessee in the conduct of either the Company's business or Lessee's Event or otherwise.

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21. **ATTORNEYS' FEES.** In the event the Company shall enforce the terms of this Agreement due to a breach of this Agreement, whether or not suit is instituted, the Company shall be entitled to recover its costs and expenses incident thereto, including but not limited to reasonable attorneys' and expert witness fees and expenses.

22. **NOTICES.** All notices hereunder shall be in writing and shall be: (a) delivered personally; (b) mailed by registered or certified mail, postage prepaid, return receipt requested; (c) sent by overnight courier; or (d) sent by facsimile, in each instance to the address or fax number of the party to whom addressed as set forth on the signature page hereof. Notice shall be effective: (i) upon receipt if personally delivered; (ii) on the second business day following the date of mailing if sent by registered or certified mail; (iii) on the first business day following the date of delivery to the overnight courier service; and (iv) on the first business day following the date of transmission if sent by facsimile, but only if each fax transmission is confirmed by also mailing or delivering a copy thereof as provided by this Agreement. A party may change its address listed below by sending notice to the other party in accordance with the provisions of this Section 24.

23. **GOVERNING LAW; DISPUTE RESOLUTION.**

    a. **Choice of Law; Submission to Jurisdiction; Waiver of Jury Trial**. This Agreement shall be governed by the laws of the State of Texas. Lessee hereby submits to the jurisdiction of the federal and state courts of Travis County, Texas. THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY COURT IN ANY ACTION FOR THE ADJUDICATION OF ANY CLAIM OR DISPUTE RELATED TO THIS AGREEMENT.

    b. **Dispute Resolution and Arbitration**. At the option or election of Company, any dispute, claim or controversy ("Dispute") between Lessee and Company relating to the transactions contemplated by this Agreement or an order including without limitation any claim based on or arising from an alleged tort, shall be resolved by binding arbitration in accordance with Title 9 of the U.S. Code and the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"). Defenses based on statutes of limitations and similar doctrines shall be applicable in any such proceeding, and the commencement of an arbitration proceeding under this Agreement shall be deemed the commencement of an action for such purposes. The arbitrator shall be selected in accordance with the Commercial Arbitration Rules of the AAA. The AAA shall designate a panel of ten (10) potential arbitrators knowledgeable in the subject matter of the Dispute. Each of Lessee and Company shall designate, within thirty (30) days of receipt of the list of potential arbitrators, one (1) of the potential arbitrators to serve, and the two (2) arbitrators so designated shall select a third arbitrator from the eight (8) remaining candidates. Any arbitration proceedings conducted pursuant to this section shall be held in Austin, Texas.

24. **SEVERABILITY: INTERPRETATION.** In the event that any one or more of the provisions in this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall attach only to the specific provision determined to be invalid or unenforceable, and the remaining provisions hereof will continue in full force and effect.

25. **SUCCESSORS AND ASSIGNS.** This Agreement will be binding upon Lessee's heirs, executors, administrators and other legal representatives or successors and will be for the benefit of the Company, its successors and assigns; provided, however, that Lessee may not assign or sublease any of Lessee's rights, or delegate any of Lessee's duties, under this Agreement without the Company's prior written consent.

26. **MULTIPLE COUNTERPARTS.** This Agreement may be signed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single instrument. For the purposes of this Agreement, a signature by facsimile shall be deemed an original.

27. **ENTIRE AGREEMENT.** This Agreement sets forth the entire agreement and understanding between the Company and Lessee relating to the subject matter hereof and merges all prior and contemporaneous discussions between Lessee and the Company. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged.

TEAM TESTING TRACK

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date first above written.

THE COMPANY:

Circuit of the Americas, L.L.C.

By_____

Printed Name: Bruce Knox

Title: Executive Vice President

Date: _____

Address: 301 Congress Avenue, Suite 220
Austin, TX 78701-2961
Attention: Joe Shields

Phone: 512.301.6600

Fax: 512.394.3851

LESSEE:

By_____

Printed Name: _____

Title: _____

Date:_____

Address:

Phone: _____

Fax: _____

TEAM TESTING DRAFT

APPENDIX A - FACILITY AND EVENT POLICIES

RULES AND REGULATIONS OF THE RACETRACK

ACCESS TO THE FACILITY.

Waiver Policy: All persons entering Circuit of The Americas ("COTA") property (the "Facility") are required to sign appropriate COTA or Sanctioning body Release and Waiver of Liability and Indemnity Agreement Forms. THERE ARE NO EXCEPTIONS.

Minors: All minors must be under the direct supervision of an adult at all times. No minor will be permitted to drive any motorized vehicle unsupervised on the property.

Pets: No Pets permitted on site.

VEHICLE USE OF THE TRACK AND PADDOCK AREAS.

Unauthorized Use of the Track(s): Only authorized vehicles will be allowed to go on the COTA courses. Drivers and passengers must be participants in a formal track activity authorized by COTA, have signed the appropriate waivers, have paid the appropriate use fees or have received specific authority from COTA management before accessing any road course. Unauthorized driving on the road courses shall be considered grounds for removal of the driver and vehicle from the Facility and the imposition of a ban of future access to the Facility. Access to the track for persons walking or riding bicycles may be permitted at certain times as determined by COTA management and then only when no other track activities are taking place.

Unauthorized Use of the Paddock: Garage renters and others with special access to the Facility may not park on the paddock at any time unless as a participant in an event where they have paid to park.

Use of Garages: All rules within section must be followed in relation to the garages, including no refueling of vehicles within the garage walls.

Disposal and Recycling: COTA shall erect, at various locations in the paddocks, a number of collection facilities for used fluids and waste materials. LOOK FOR LARGE YELLOW SEA CONTAINERS! Participants are required to make use of these for all waste materials. Spills of damage causing fluids such as oils, hydraulic and brake fluids and gasoline etc. may occur. All spills must be treated immediately and COTA management must be advised of all spills.

Signage: All signage must be approved in writing by COTA. Any signage must conform to aesthetic and other specifications required by COTA.

Track Direction: Driving counter track direction or clockwise is forbidden *at all times.* All road courses and pit lanes must be used only in a counter-clockwise direction.

Paddock Speed Limits: The Speed Limit for all vehicles in any paddock area is 15 miles per hour. Fines will be levied against anyone who is deemed to be driving or riding any vehicle in an unsafe manner or at a speed considered by COTA to be in excess of the speed limit.

Pit Lane Speed Limits: A speed limit in imposed for all vehicles in the pit lanes at all times. Unless otherwise approved by COTA the speed limit is 35 miles per hour. Fines shall be imposed for any transgression of this rule.

ATV's and Other Paddock Vehicles: The use of unlicensed vehicles such as mini-bikes, golf carts, scooters, and four wheelers shall be restricted to their use as service vehicles for competitors and shall be used only in the paddock area and on paved surfaces and only during event hours. Only licensed drivers/riders shall use such vehicles. Children are specifically prohibited from using such vehicles in the paddock or on any of the general or public access areas. COTA reserves the right to further restrict the use of these vehicles if, in the sole discretion of COTA such use is a danger or annoyance to other persons.

User Fees: COTA reserves the right to charge a use fee for such vehicles.

Driving/Riding While Impaired: No vehicles shall be driven or ridden on any COTA property by any person who is under the influence of alcohol or drugs. COTA reserves the right to remove any person who is violation of this rule from the Facility for the duration of the event and to forbid such person's attendance at future events.

Sound Limits: COTA retains the right to impose noise restrictions on participating cars, motorcycles and karts. While no specific noise restrictions are to be enforced without COTA's written notice, COTA may at any time and at its sole discretion, choose to impose a noise control system. Such limits are likely to be similar to those operated by the Sports Car Club of America at their National race events. These require that vehicles comply with a sound pressure level of 103db "A" frequency weighted (dB) measured on a fast response setting at 50ft (=/- 2 feet) from the edge of the track pavement. (See SCCA 2005 GCR's Section 12).

BEHAVIOR.

Use of Alcohol: All State, County and other regulatory liquor laws and regulations will apply. No alcoholic beverages may be consumed in the pit or paddock areas until 30 minutes after the end of the final event or track activity of each day.

Substance Abuse: No use of controlled substances is permitted at Circuit of The Americas. Anyone found using controlled substances illegally, or who appears to be under the influence of alcohol while using any of the COTA facilities will be summarily removed from the Facility.

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Fireworks and Weapons: No fireworks, firearms or weapons of any kind are permitted *anywhere* on the Facility premises.

Noise in the Paddock: No loud music or boom-boxes are permitted. Paddock quiet times must be respected (10:00 pm to 6:00 am).

Engine Noise Time Limits: No race engines may be run before 7:00 am or after 9:00 pm.

Quiet Periods: COTA may require that a quiet period (no race engines) be maintained (for example during church services). Notice of quiet periods will be posted on the COTA website and on the paddock notice boards.

DAMAGE TO COTA PROPERTY.

Damage to COTA Property: Anyone who causes damage to COTA property, including equipment, buildings, vehicles, fences, safety systems, grass and landscaped areas will be held responsible for all costs relating to replacement or repair.

Damage to Paved Surfaces: No holes or any other damage may be caused to any paved surfaces. Tents and canopies must be held down by weights as no tent pegs of any kind are allowed. Flat bocks or wood squares should be used to absorb weight beneath any equipment that may cause damage to the surface, such as trailer legs, jack stands and kart stands.

No Painting or Markings on Paved Surfaces: Not under any circumstances is it permissible to paint, mark or otherwise deface any portion of any paved surface, and specifically any race surface, including the track, curbs, verges or pit lanes. This expressly includes markings on the surface intended to provide guide points to braking, turning or other driving situations.

No Signs, Decals or Notices: No decals, signs, painting, marking or advertising of any kind are permitted to be placed on the premises at any time without the prior written consent of COTA.

Signage Code: COTA will strictly enforce a Signage Code which will require that any signs posted (only with COTA approval) must meet quality and aesthetic standards (no handwritten signs). Only the COTA approved Official Signage Contractor will be allowed to make and erect sponsor or similar signs on site.

Signage and Decals: No COTA signage or advertising displays shall be defaced in any way, nor be removed or covered over.

RV PARKING

RV Parking will be allowed in the designated RV Lot and must be reserved in advance. The RV lot will be sold on a first come first serve basis and will require an RV Parking Agreement.

No camping will be permitted.

SAFETY, PUBLIC HEALTH AND HAZARDOUS MATERIAL CONTROLS.

COTA will enforce strict compliance with rules relating to waste and hazardous materials, their containment and actions required to recover or repair surfaces affected by any spills.

Waste Products: COTA shall erect, at various locations in the paddocks, a number of collection facilities for used fluids and waste materials. Participants are required to make use of these for all waste material and fluid disposal, using the appropriate receptacles (as identified on each drum).

Hazardous Material Control: Spills of damage causing fluids such as oils, hydraulic and brake fluids, gasoline, anti-freeze, battery acid, etc., may occur and can cause significant damage to paved and grass surfaces and the environment as well as creating dangerous situations for track users and other participants. All spills must be treated immediately on occurrence. COTA management must immediately be advised of all spills.

Trash and Waste Disposal: All trash shall be deposited in trash containers. COTA reserves the right to set fees for the disposal of any items left at the track that must be disposed of by a disposal company, including items such as used tires, batteries, fuel barrels, etc. Do not place any petroleum products in trash containers.

Combustible Materials: All oxygen, acetylene, propane and other pressurized cylinders with combustible gas must be securely fastened to a carrier.

Fences: No climbing on any fence.

Fire Extinguishers: Each competitor must have at least one (1) portable dry chemical fire extinguisher with a rating of at least 12BC available and in good working condition in the competitor's pit and/or paddock area.

24-Hour Security: The facility will be open for participant access from 6:00 am – 6:00 pm, through defined gates and by event or COTA credential. Access outside of these times must be approved in writing well in advance.

TRACK AND CONTACT INFORMATION

PROMOTER:
Circuit of the Americas

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9201 Circuit of the Americas Blvd
Austin, TX 78767
512.301.6600

CIRCUIT OF THE AMERICAS CONTACTS:

Todd Gibbs – Shipping/Receiving	Todd.gibbs@circuitoftheamericas.com	Office: 512.655.6568
Terry Webb- Facilities Manager	Terry.webb@circuitoftheamericas.com	
David Pace – Site Operations Manager	David.pace@circuitoftheamerias.com	Office: 512.655.6570
Chuck Aksland - VP Motorsport Operations	Chuck.aksland@circuitoftheamericas.com	Office: 512.655.6562
Ali Putnam – Media Relations Manager	Ali.putnam@circuitoftheamericas.com	Office: 512.655.6258
Holly Peterson – Event Manager	Holly.peterson@circuitoftheamericas.com	Office: 512.655.6583
Angie Gollihare– Catering Manager	Angie.Gollihare@sodexo.com	Office: 512.655.6547

Media Credentials/Requests:

All Requests must be in writing. Submit on letterhead to:

Ali Putnam – Media Relations Manager Ali.putnam@circuitoftheamericas.com Office: 512.655.6258

Tickets/Group –Suite – RV Sales:

Nick Gebru - Sales Nick.gebru@circuitoftheamericas.com Office: 512.394.3892

Catering:

Angie Gollihare– Catering Manager Angie.Gollihare@sodexo.com Office: 512.655.6547

Tent and Equipment Rental:

David Pace – Site Operations Manager David.pace@circuitoftheamerias.com Office: 512.655.6570

Internet/Cable/Telephone Service:

David Wiggins – Network Admin Manager David.wiggins@circuitoftheamericas.com Office: 512.655.6556

Golf Cart Rentals: KC Golf Cart Co.

Email: Jackson@kcgolfcartco.com
Phone: (785) 925-0006

Circuit of the Americas Golf Cart & Scooter Policy

1. Pedestrians have the right of way; be courteous at all times
2. Minimum age requirement to operate golf carts, all-terrain vehicles and utility carts is 18 years old
3. Third parties must provide a certificate of insurance, sign release form and assume responsibility before they will be permitted to use a cart
4. Utilize approved seats only
5. Operating these vehicles at night requires proper illumination
6. Seatbelts must be worn if present
7. Must abide by 15 mph speed limit
8. Use extreme caution when using reverse; avoid doing so if possible
9. Never operate the vehicle while impaired by alcohol, drugs, medication or injury; or transport passengers whose judgment may be impaired for any reason but not limited to the consumption of alcohol
10. Apply the parking brake and remove key when not in use. Cable lock recommended when cart is unattended
11. Obey traffic and golf cart specific signage, directions, signals and instructions by COTA staff and/or law enforcement
12. Teams can only use a golf cart in the paddock in which their cars/bikes are located or pit lane as designated by sanctioning body
13. RV space holders are permitted to use a golf cart within the RV lot
14. Carts are prohibited in the following public areas when gates are open: Main Grandstand, Grand Plaza and Pit Lane
15. Do not operate any carts outside COTA premise including COTA Boulevard

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16. Carry and transport cargo only in approved areas of the cart

17. Refueling carts is not the responsibility of COTA

18. COTA is not responsible for lost or stolen carts

19. Permitted cart areas:
    a. Service Roads
    b. Parking Lots
    c. Paddock Areas

20. Prohibited cart areas:
    a. Main Grandstand
    b. Grand Plaza
    c. Pit Lane
    d. COTA Boulevard

Shipments:

Teams that have shipments sent to the race facility should make sure that the packages are clearly marked with the individual's name, name of the group he/she is with, cell phone number, garage number, and addressed to:

Circuit of The Americas
Attn: Individual Name – Group Name (Cell Phone Number)
Garage #__
9201 Circuit of The Americas Blvd.
Del Valle, TX 78617

Grand Prix Garage Information: Garages are 20' wide x 65' long or 6mx20m. Garages are equipped with 120v outlets, 220v, 30 amps, 60Hz. Private bathrooms, Epoxy Floors, Compressed air hookup (no hoses), Water spouts outside each, Double automatic lifting garage doors.

Fuel: THERE WILL BE NO FUEL AT PUMPS ON SITE UNTIL FURTHER NOTICE.

Fuel Types available at pumps: Unknown at this time.
*Only Credit or Debit cards accepted at pumps

A/V Usage: COTA will utilize LCD screens on the exterior of the Main Grandstand for the Event. In order to have Lessee's desired logo or image, please submit a 1280x720 JPEG with a description of the desired slide for the event. Requests must be submitted 30 days before the event.

Nitrogen Supply: Pick-up Location: NE corner of main paddock along rock wall.
TEAMS that do not return their bottles will be charged $10.00 per bottle.
(Teams that do not pay for bottle return, sanction body will be charged)

Truck Washing: N/A

EVENT SPECIFIC INFORMATION

Track Information: 3.4 Mile Full Circuit

Paddock and Parking Information:

FUEL: THERE WILL BE NO FUEL AT PUMPS ON SITE UNTIL FURTHER NOTICE.

Paddock Staging Area: Starting just outside tunnel 2 in the right 2 lanes of COTA Blvd.

Paddock Load-In: Will be directed and controlled by Company.

Load IN Procedure:

Directions:
Haulers will Turn Left off of FM812 onto COTA Blvd. (Red Circuit of The Americas sign)
Pull down and stop just short of TUNNEL 2 and wait for direction to pull in.

Load OUT Procedure
All participants must exit out tunnel 2.

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APPENDIX B

PAYMENT SUMMARY

(To be completed by Circuit of the Americas Staff Pre/Post event)

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APPENDIX C

INTELLECTUAL PROPERTY & COMMERCIAL RIGHTS

Intellectual Properties and Commercial Rights. The Company agrees to make available the following intellectual property and commercial rights to Lessee for their exclusive use during the terms of this Agreement (Reference Para. _____).

TEAM TESTING DRAFT

Travis County Commissioners Court Agenda Request

Meeting Date: November 12, 2013

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

Elected/Appointed Official/Dept. Head: Danny Hobby

Commissioners Court Sponsors: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A STRAC FIRERMS (RECORD MANAGEMENT SYSTEM) PROJECT INTERLOCAL AGREEMENT BETWEEN TRAVIS COUNTY AND EMERGENCY SERVICE DISTRICT NO.2 AND A MUTUAL BUSINESS ASSOCIATE AGREEMENT BETWEEN TRAVIS COUNTY AND EMERGENCY SERVICES DISTRICT NO.2.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
Travis County Emergency Service Districts provide fire and first responder emergency medical services in various parts of Travis County. Currently they have separate record management systems and have difficulty coordinating data and measurements together, as well difficulty in sharing information with other response agencies. This request will allow the establishment of a cooperative and mutually beneficial relationship between Emergency Services District No.2, other ESDs, Travis County, and other public safety agencies as they relate to the utilization of a FireRMS Project through a regional provider of data services. This Agreement was approved as a Form Contract by the Court on August 27, 2013. On October 29, 2013 seven ESDs were approved by Court. We anticipate other ESDs coming forward with their Agreements in the coming weeks.

The FireRMS project will provide software and services that will function as a record management and central repository system for the agencies involved (medical first responders, firefighters, hazmat responders, and interfaces with the Fire Marshal's Office, EMS, AFD, STAR Flight, and the

Office of the Medical Director). This system would allow agencies to participate in a unified data system that captures incident and patient data, supports performance improvement and assist with strategic planning. A unified data system will be the foundation on which we can evaluate and improve performance and make efficient and effective strategic decisions. See sample Agreements attached.

This request will also allow Travis County to have a Business Associate Agreement with Emergency Services District No.2 that will provide assurances to both the County and the District in safeguarding any electronic health information that either the County or the District creates, receives, maintains or transmits on each other's behalf in compliance with HIPAA.

STAFF RECOMMENDATIONS:
Emergency Services recommends the approval of this request.

ISSUES AND OPPORTUNITIES:
This request will allow Emergency Services No.2 to be a part of a unified data system that includes all the stakeholders involved in day to day Fire and EMS response.

FISCAL IMPACT AND SOURCE OF FUNDING:
The necessary funding or costs for Emergency Services District No.2 is outlined in "Attachment A" of the Agreement, along with some monies moved to the County from the District regarding their current software costs. Annual County costs have already been approved by the Court on an August 27, 2013 agenda item with an Agreement between Travis County and Southwest Texas Regional Advisory Council.

REQUIRED AUTHORIZATIONS:
Cyd Grimes, C.P.M., Purchasing Agent
Scott Wilson, Purchasing Office
Barbara Wilson, County Attorney's Office
William Derryberry, PBO
Kapp Schwebke, Auditor's Office
Toby Fariss, Emergency Services

EMERGENCY SERVICES

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

Emergency Management
Pete Baldwin, Emergency Mgmt. Coordinator

Fire Marshal
Hershel Lee, Fire Marshal

Medical Examiner
Dr .David Dolinak

STAR Flight
Casey Ping, Program Director

MEMORANDUM

To: Travis County Commissioners Court

From: Danny Hobby, County Executive, Emergency Services

Date: November 4, 2013

Subject: Fire RMS Project Interlocal Agreements with Emergency Services Districts and Mutual Business Associate Agreements with Districts

This memorandum is to request approval of an interlocal agreement called "STRAC FireRMS (Record Management System) Project Interlocal Agreement Between Travis County and Emergency Services District No. 2" for the purpose of establishing a cooperative and mutually beneficial relationship between the parties as they relate to the utilization of the FireRMS Project for public safety agencies in Travis County. This Agreement was approved by the Court as a From Contract on August 27, 2013. This request is to approve an agreement for ESDs No.2. Along with the Agreement is a business associate agreement called "Mutual Business Associate Agreement Between Travis County the Emergency Services District No. 2". The Business Associate Agreement provides assurances that the County will appropriately safeguard any electronic protected health information that the County creates, receives, maintains or transmits on District's behalf, and to provide County with assurances that District will appropriately safeguard any electronic protected health information that District creates, receives, maintains or transmits on County's behalf in compliance with HIPAA. See Agreements attached.

During the FY13 budget process Emergency Services requested $250,000 to fund and implement a data entry and central repository system for public safety agencies (medical first responders, firefighters, hazmat responders, and interfaces with the Fire Marshal's Office, EMS, *AFD, **STAR** Flight*, and the Office of the Medical Director). This system would allow agencies to participate in a unified data system that captures incident and patient data, supports performance improvement and assist with strategic planning. A unified data system will be the foundation on which we can evaluate and improve performance and make efficient and effective strategic decisions. A Quality Improvement program can only be successful when such a system in place.

Emergency Services has been working with the Emergency Services Districts (ESDs) and Travis County staff to identify a cost effective data collection system. As a result, the best path for everyone was to develop an interlocal cooperation agreement with the Southwest Texas Regional Advisory Council (STRAC), located in San Antonio, Texas. STRAC has been providing hosted

medical data systems for regional EMS and Hospital agencies since 2002. The STRAC region includes urban, rural and frontier EMS and Hospitals agencies from San Antonio to Del Rio. This system has significant advantageous over other systems including;

- ***Capability:*** STRAC had selected Zoll's TabletPCR and FireRMS systems. Both systems are used globally and are well recognized for their robust capturing of medical/fire data.
- ***Reduced cost:*** Cost is spread over all the participants and includes training, system maintenance and upgrades.
- ***Timeline:*** The STRAC system is immediately deployable using the ESD technology.
- ***Access/Security:*** Web based access allows all participants to access the system. This would be a major hurdle in a Travis County hosted solution.
- ***Data:*** STRAC has over one million patient records in their system. As a result of EMS/Hospital integration, number and type of agencies and number of patient records STRAC is regularly requested to participate in research projects
- ***Multiple Agencies:*** With multiple participating agencies it allows opportunities for comparative analysis. See attached listing of participating agencies.
- ***STAR Flight:*** The ***STAR*** *Flight* Program has been using this system since 2004.
- ***Austin-Travis County EMS:*** While not a member of the STRAC system, ATCEMS utilizes the same electronic charting system.
- ***Office of the Medical Director:*** Has web access to ESD medical records.
- ***Hospitals:*** Hospital staff can access first responder medical care records.

The data system allows all ESD's, the Fire Marshal's Office and ***STAR*** *Flight* access to a system that would otherwise be beyond the reach with the available dollars.

Regarding implementation steps, the project would phase in ESD's as appropriate, along with moving their current software monies over to Travis County. Annual Travis County ESD pricing by district total $249,200, along with one-time license costs of $62,000. A total first year cost is $311,200. There is funding available within Emergency Services to cover these costs.

In conclusion, moving into a data entry and central repository system sets in place a major foundation piece in in the establishment of an operational and performance driven unified fire system.

Thank you for your consideration in this matter.

Cc: Cyd Grimes, C.P.M., Purchasing Agent
Barbara Wilson, County Attorney's Office
Scott Wilson, Purchasing Office
William Derryberry, PBO
Kapp Schwebke, Auditor's Office
Toby Fariss, Emergency Services

STRAC FireRMS (RECORD MANAGEMENT SYSTEM) PROJECT
INTERLOCAL AGREEMENT
BETWEEN TRAVIS COUNTY AND
EMERGENCY SERVICES DISTRICT NO. 2

This STRAC FireRMS (Record Management System) Project Interlocal Cooperation Agreement ("Agreement") is executed by the following parties:

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

Travis County Emergency Services District No. 2, a political subdivision of Texas created under TEX. HEALTH & SAFETY CODE ANN., CH. 775 ("District").

RECITALS

The FireRMS Project is an enterprise record management system designed specifically for the unique needs of fire departments and other public safety organizations. FireRMS Software Service streamlines day to day scheduling, inventory, equipment management, and reporting. IT also integrates completely with RescueNet ePCR to eliminate redundant data entry increasing the overall efficiency and capability of the public safety system. FireRMS Software Service also satisfies all requirements with regard to National Fire Incident Reporting System. The FireRMS Software Service supports day to day operations of agencies in TSA-P and TSA-O, while also increasing efficiencies with regard to manpower, physical resources, and planning.

STRAC is the Regional EMS/Trauma Advisory Council designated by the Texas Department of State Health Services ("DSHS") in the Trauma Service Area – P, TSA-P to design, implement, and maintain the Regional EMS/Trauma, Disaster, and Emergency Healthcare System for Trauma Service Area – P, TSA-P. STRAC provides overall coordination and management to the FireRMS Project and as such has an interest to provide cost effective software solutions to member agencies. STRAC also has the licensing authority from ZOLL for the Capitol Area Trauma Region (Trauma Service Area – O, TSA-O).

County is a party to the STRAC FireRMS Project Interlocal Cooperation Agreement ("FireRMS Agreement") which authorizes County to use the Project Components of the ZOLL RescueNet FireRMS Suite and specifically listed additional Optional Components for County operations and to further sublicense their use to the Emergency Services Districts in Travis County that are licensed through the DSHS or the Texas Commission on Fire Protection under the terms and conditions applicable to County.

The purpose of this Agreement is to provide the District use of the Project Components of the ZOLL RescueNet FireRMS Suite and the option to acquire access to use of the Optional Components of the ZOLL RescueNet FireRMS Suite.

County has complied with the requirements of the FireRMS Agreement.

Both County and District are authorized pursuant to TEX. GOV'T CODE ANN., ch. 791, to enter into an Interlocal Cooperation Agreement for the purpose described in this Agreement.

AGREEMENT

NOW, THEREFORE, County and District mutually agree to the following terms and conditions:

I. TERM.

1.1. Contingent Term. This Agreement is contingent upon both the continuation of the FireRMS Agreement and County's continued right to use the Project Components of the ZOLL RescueNet FireRMS Suite and the additional Optional Components under that agreement. If County is no longer eligible to use the Project Components of the ZOLL RescueNet FireRMS Suite and the additional Optional Components for any reason, this Agreement is automatically terminated.

1.2. Initial Term. This Agreement commences on the date on which it is signed by the last party to sign it. This Agreement continues in force until the earlier of August 31, 2014 or the occurrence of one of the contingencies that automatically terminate this Agreement.

1.3. Automatic Renewal Terms. This Agreement automatically renews on September 1, 2014, for a term of one (1) year unless either this Agreement is terminated sooner pursuant to 10.0 or one of the contingencies in 1.1 occurs. If neither of the contingencies in 1.1 has occurred, this Agreement automatically renews each year for terms of one (1) year for four consecutive (4) years unless either this Agreement is terminated sooner pursuant to 10.0 or one of the contingencies in 1.1 occurs. This Agreement terminates no later than August 31, 2019.

II. DISTRICT RESPONSIBILITIES

2.1. Access Authorization. District is authorized to access and use the Project Components of the ZOLL RescueNet FireRMS Suite at the number of stations that is stated in the invoice in the Attachment A applicable to the then current term of this Agreement.

2.2. Purchase of Optional Components. District has the option to purchase and use the Optional Components of the ZOLL RescueNet FireRMS Suite. The acquisition of these additional Optional Components must be coordinated with the County Executive so that the FireRMS Agreement pricing is available to District. If an Optional Component of the ZOLL RescueNet FireRMS Suite is shown on the invoice, District is authorized to access and use that Optional Component of the ZOLL RescueNet FireRMS at the number of stations or for the number of users stated as applicable to that Optional Component in the invoice in the Attachment A applicable to the then current term of this Agreement.

2.3. Annual Payment. On or before October 30 of each year, District shall pay County the amount due for the current County Fiscal Year based on the amount. invoiced in the Attachment A for that Agreement term.

2.4. Mid-Year Addition of Optional Components. District may request an amendment to Attachment A during a County Fiscal Year to reduce or add additional types and quantities of Optional Components of the ZOLL RescueNet FireRMS Suite if these are available through STRAC. District shall pay County the amount due for the remainder of that County Fiscal Year for the addition or reduction of Components authorized by the mid-year amendment of Attachment A based on the rates in Attachment A applicable to the then current term of this Agreement.

2.5. Training. District shall ensure that the persons it authorizes to use its Components of the ZOLL RescueNet FireRMS Suite are trained in the proper use of the Project Components and Optional Components of the ZOLL RescueNet FireRMS Suite sublicensed to the District.

2.6. Compliance with License Agreement. District shall use the Project Components and Optional Components of the ZOLL RescueNet FireRMS Suite in a manner consistent with the terms and conditions of the STRAC-ZOLL License.

2.7. Compliance with Agreement. When using its Components of the ZOLL RescueNet FireRMS Suite, District shall abide by the terms and conditions of this Agreement and abide by all policies, procedures, and guidelines established by STRAC and County, within 10 days after copies of these are provided to District.

2.8. Limit on Use. District is subject to any limitations or restraints on its usage of its Components of the ZOLL RescueNet FireRMS Suite that apply to County.

2.9. Recording Data District shall use its Components of the ZOLL RescueNet FireRMS Suite to record data related to fires and emergency medical incidents to which it responds both within District and assisting others.

2.10. Programming. District shall ensure that programming for any Optional Components of the ZOLL RescueNet FireRMS Suite is consistent with the policies and procedures established by STRAC and County.

2.11. Liability for License Violations. If there is any actual or alleged violation of the STRAC-ZOLL License or this Agreement as a result of any access or use of any Component by District or any person associated with District, District shall reimburse STRAC and County for all costs to either of them arising from the actual or alleged violation, including costs and attorneys fees for defense against the allegation.._District is not liable to reimburse STRAC or County for any costs arising from any actual or alleged violation as a result of the acts or omissions of STRAC or the County.

2.12. Point of Contact. District shall work with the County Executive in a good faith effort to help resolve any problems. District shall use County Executive as its primary point of contact for the following:

2.12.1 requests for improvements to the Project Components and Optional Components of the ZOLL RescueNet FireRMS Suite

2.12.2. requests for additional Project Components of the ZOLL RescueNet FireRMS Suite and Optional Components of the ZOLL RescueNet FireRMS Suite

2.12.3. addressing problems and seeking answers to operations questions,

2.13. System Development. District is encouraged to use and improve the interoperations capabilities of the Project Components and Optional Components of the ZOLL RescueNet FireRMS Suite and to provide input to the County Executive on the day-to-day operations of the ZOLL RescueNet FireRMS Suite and on the development of Travis County policies and procedures for the Project Components and Optional Components of the ZOLL RescueNet FireRMS Suite.

2.14. Current Revenue Payments. District shall pay for all costs incurred by it pursuant to this Agreement from current revenue funds.

2.15. IRS Form W-9. Before any funds are payable by County to District, District shall provide County with an Internal Revenue Service Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code and its rules and regulations.

2.16. Access to Reports and Records District shall provide County with full access to all records and reports within the Project Components of the ZOLL RescueNet FireRMS Suite that are in its possession or control, subject to applicable law.

2.17. Compliance with Laws District shall comply with all applicable laws, rules and regulations in the performance of this Agreement.

III. COUNTY RESPONSIBILITIES

3.1. Notice of Limitations. County shall provide District with a statement by telephone, radio or facsimile communication of any limitations or restraints on the County's, and therefore District's, usage of Components of the ZOLL RescueNet FireRMS Suite as soon as reasonably practicable after the County receives notice that such limitations or restraints are imposed on County. County shall provide this statement no later than within one Business Day after these limitations or restraints are imposed. In addition, County shall notify District in compliance with Article XVI of any limitations or restraints on the County's, and therefore District's, usage of Components of the ZOLL RescueNet FireRMS Suite as soon as practicable after that.

3.2. Copies of Procedures. County shall provide District with copies of all policies, procedures, and guidelines established by STRAC or County or both.

3.3. Notice of Violation. County shall notify District if it becomes aware of any actual or alleged violation of the STRAC-ZOLL License as a result of any access or use of any Component by District or by any person associated with District .

3.4. Amendment Requests. County shall not unreasonably withhold approval of a request to amend Attachment A of this Agreement to add any Project Component of the ZOLL RescueNet FireRMS Suite or Optional Component of the ZOLL RescueNet FireRMS Suite if County has authority within its sublicense from STRAC to grant the request and that Component is available through STRAC.

3.5. Improvement and Operations Requests. County shall assist District in relation to any reasonable requests for improvements to the Project Components and Optional Components of the ZOLL RescueNet FireRMS Suite. County shall help District to resolve problems with the Project Components and Optional Components of the ZOLL RescueNet FireRMS Suite.

3.6. Rates. County shall set the rates to be stated in Attachment A based upon two factors:

3.6.1. The amount that District reported to County that it has paid for information technology to perform this purpose and function during its Fiscal Year ending in 2013, which will remain constant for the duration of this Agreement, and

3.6.2. The amount due for Optional Components of the ZOLL RescueNet FireRMS Suite that District has purchased through this Agreement, including one time license fees, installation or purchase costs, and annual maintenance or subscription rates at the rate at which these are invoiced to County by STRAC. County shall provide District with a copy of these proposed rates in a new Attachment A for the next County fiscal year by June 1 of each year.

3.7. Annual Invoice. County shall invoice District for the amount due for each County Fiscal Year based on the rates described in 3.6.1 for the Project Components of the ZOLL RescueNet FireRMS Suite and in 3.6.2 for the number and type of Optional Components of the ZOLL RescueNet FireRMS Suite purchased by District and stated in the Attachment A applicable to that agreement term. The invoice shall include a copy of the Attachment A, applicable to the County Fiscal Year covered by the invoice, a description of the rate, the type and number of Components, the amount to be paid for each Optional Component, and the total amount to be paid.

3.8. Payments Under FireRMS Agreement. For any portion of a County Fiscal Year for which County has invoiced District for services under this Agreement and District has paid the invoice in full, County shall pay all amounts due by it under the FireRMS Agreement.

3.9. Current Revenue Payments. County shall pay for all costs incurred pursuant to this Agreement from current revenue funds.

3.10. IRS Form W-9. Before any funds are payable by District to County, County shall provide District with an Internal Revenue Service Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code and its rules and regulations.

3.11. Access to Reports and Records. County shall provide District with full access to all records and reports about the District's Project Components and Optional Components of the ZOLL RescueNet FireRMS Suite that are in its possession or are available to County under the FireRMS Agreement unless the law or the FireRMS Agreement specifically prohibits disclosure.

3.12. Compliance with Laws. County shall comply with all applicable laws, rules and regulations in the performance of this Agreement.

IV. GRANT OF SUBLICENSE

4.1. County grants District a sublicense and all other necessary legal authority to use the Project Components of the ZOLL RescueNet FireRMS Suite for the number of stations stated in the Attachment A applicable to that agreement term. This sublicense includes access to technical support and assistance, education and training, and quarterly newsletters from ZOLL.

4.2. County grants District a sublicense and all other necessary legal authority to use type and number of Optional Components of the ZOLL RescueNet FireRMS Suite that are listed in the Attachment A applicable to that agreement term.. County grants District a sublicense and all other necessary legal authority to use the other Components listed and invoiced in Attachment A. This sublicense includes access to technical support and assistance, education and training, and quarterly newsletters from ZOLL.

V. LIABILITY

5.1. County is not liable for and District assumes full risk of any claims, damages or attorney's fees of every kind for injury to or death of any person and for damages to or loss of property arising in whole or in part, directly or indirectly, as a result of the operations, including acts and omissions, of the District under this Agreement.

5.2. District is not liable for and County assumes full risk of any claims, damages or attorney's fees of every kind for injury or death of any person and for damages to or loss of property arising in whole or in part, directly or indirectly, as a result of the operations, including acts or omissions, of the County under this Agreement.

5.3. By entering into this Agreement, neither party waives, nor shall be deemed to waive, any right, defense, or immunity that party may have.

VI. RETENTION, ACCESSIBILITY AND AUDIT OF RECORDS.

6.1. District Retention. District shall maintain all records and documentation for all Components of the ZOLL RescueNet FireRMS Suite to be accessed or used by District in a readily available state and location for at least three (3) years after the Agreement term in which District stopped using that Component of the ZOLL RescueNet FireRMS Suite.

6.2. County Access. Subject to applicable law, District shall give County, or its duly authorized representatives, access to and the right to examine all records, papers, and other information related to Components of the ZOLL RescueNet FireRMS Suite accessed or used by District, at reasonable times and for reasonable periods. These rights to access continue as long as this information is retained by District .

6.3. District Access. Subject to applicable law, County shall give District, or its duly authorized representatives, access to and the right to examine all records, papers, and other information related to the Components of the ZOLL RescueNet FireRMS Suite accessed or used by the District, at reasonable times and for reasonable periods. These rights to access continue as long as this information is retained by the County.

VII. LIMIT ON AGENTS

7.1. No agent, official, employee, or representative of County has the authority to amend or assign this Agreement or waive violations of it unless expressly granted this specific authority by the Commissioners Court. No agent, official, employee or representative of District has the authority to amend or assign this Agreement or waive violations of it unless expressly granted this specific authority by the District Board.

VIII. COUNTY RIGHT TO CONTRACT WITH OTHER ENTITIES

8.1. County may contract with other entities to provide access to and use of Components of the ZOLL RescueNet FireRMS Suite throughout Travis County if these contracts do not reduce the level of access provided to District under this Agreement if it is in effect when County enters

into the contract with the other entity. All proceeds to County that may arise from other agreements inure to the benefit of County.

8.2. If County contracts with other entities to provide access to and use of Components of the ZOLL RescueNet FireRMS Suite, County shall protect District 's rights under this Agreement to access to or use of its Components of the ZOLL RescueNet FireRMS Suite by County's enforcing compliance by the other entities with any requirements of the Agreement, the breach of which would constitute a breach by County under the FireRMS Agreement.

IX. BREACH

9.1. The failure of either party to comply with the terms and conditions of this Agreement is a breach of this Agreement.

X. MEDIATION

10.1. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use the Dispute Resolution Center of Austin, Texas as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE ANN., §154.023. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in TEX. CIV. PRAC. AND REM. CODE ANN., §154.073, unless both parties agree, in writing, to waive the confidentiality.

XI. SUSPENSION AND TERMINATION

11.1 Suspension. District is subject to immediate suspension of this Agreement for any of the following:

11.1.1 Violations of this Agreement or the STRAC-ZOLL License, or

11.1.2 Individual or repeated violations of the policies and procedures of STRAC or County or both.

11.2 E-Mail Notice of Suspension Within two hours of suspension, County shall send the District notice of the suspension by electronic mail at the address provided in Article XVI.

11.3 County For Cause Termination. County has the right to terminate this Agreement, in whole or in part, for one or more of the following reasons at any time in compliance with 11.4:

11.3.1 District fails to cease violations of this Agreement or the STRAC-ZOLL License,

11.3.2 District has violated the policies and procedures of STRAC or County or both one or more times,

11.3.3 District has failed to comply with any term or condition of this Agreement,

11.3.4 District is unable to conform to changes required by federal, state or local laws or regulations related to performance under this Agreement, or

11.3.5 County has failed to appropriate sufficient funds to continue to provide its participation in the ZOLL RescueNet FireRMS Suite.

11.4 Procedure. Within one Business Day after suspension, County must provide the District with a statement of the grounds for suspension in writing. District may resume access to and use of its Components of the ZOLL RescueNet FireRMS Suite if District cures the breach and establishes procedures to prevent a recurrence to the satisfaction of County within thirty (30) days after receipt of this statement. At least thirty (30) days before the effective date of termination, County must notify District in compliance with Article XVI of the decision to terminate this Agreement, the existence and nature of the breach, the effective date of termination and, in the case of a partial termination, the portion of the Agreement to be terminated. District may avoid termination of this Agreement pursuant to 11.3.1, 11.3.2, and 11.3.3 if District cures the breach to the satisfaction of County within thirty (30) days of receipt of notice of breach. This time to cure may be extended, at the sole discretion of County, as long as the District diligently continues to work toward completion of the cure. If the breach is not cured to the satisfaction of County prior to the effective date of termination or any extension of the date allowed by County in writing, the District is in default and the participation of the District is automatically terminated on that date.

11.5 District For Cause Termination. District may terminate this Agreement, in whole or in part, at any time for any of the following reasons in compliance with 11.6:

11.5.1 County has failed to comply with any term or condition of this Agreement,

11.5.2 County is unable to conform to changes required by federal, state or local laws or regulations related to performance under this Agreement, or

11.5.3 District has failed to appropriate sufficient funds to pay the amounts due under this Agreement for any fiscal year.

11.6 Procedure. At least thirty (30) days before the date of termination, District must notify County in compliance with Article XVI of the decision to terminate this Agreement, the reasons for termination, the effective date of termination and in the case of a partial termination, the portion of the Agreement to be terminated. County may avoid termination of this Agreement pursuant to 11.5.1 or 11.5.2 if County corrects the causes of the reasons for termination stated in the notice to the satisfaction of the District prior to the effective date of termination.

11.7 Unilateral Without Cause Termination. Either party has the right to terminate this Agreement, in whole or in part, on the annual renewal date if that party provides written notice of the intention to terminate to the other party at least 180 days before the renewal date.

11.8 Mutual Termination. Either party has the right to terminate this Agreement, in whole or in part, when both parties agree, in writing, that the continuation of the activities under this Agreement would not produce beneficial results commensurate with the further expenditure of funds and what conditions of termination will apply, including the effective date of termination and, in case of partial termination, the portion of the Agreement to be terminated.

11.9 Right Surviving Termination. If either party terminates this Agreement, District shall pay the amounts outstanding to County in compliance with this Agreement within thirty (30) days after the effective date of termination and County shall reimburse District for any prepaid amounts that are reimbursed to County by STRAC due to any mid-year termination within thirty (30) days of receipt from STRAC.

11.10 Survival of Provisions. If this Agreement is terminated, the terms about payments survive the termination until each amount due is paid.

XII. NON-WAIVER AND RESERVATION OF REMEDIES

12.1. Non-Waiver. Any act of forbearance by either party to enforce any provision of this Agreement shall not be interpreted as a modification of this Agreement or as a waiver of any breach or default of the other party which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this Agreement shall not be interpreted as a waiver of that right or privilege. In this Agreement, County and District do not waive any immunity or defense that would otherwise be available to them against claims arising in the exercise of their governmental powers and functions.

12.2. Reservation of Rights and Remedies. All rights of both parties under this Agreement are specifically reserved. Any payment, act or omission by a party must not impair or prejudice any remedy or right of that party under this Agreement. Any right or remedy stated in this Agreement must not preclude the exercise of any other right or remedy under this Agreement, the law or at equity, nor must any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

XIII. ENTIRE AGREEMENT

13.1. Attachment. Attachment A- Licensed Components and Rate Schedule is made a part of this Agreement and constitute promised performances by District under this Agreement.

13.2. Agreement All Inclusive. All oral and written agreements between the parties to this Agreement relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this document.

XIV. ASSIGNABILITY

14.1. Neither party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by District that no officer, agency, employee or representative of County has any authority to grant such assignment unless expressly granted that authority by the Commissioners Court.

XV. AMENDMENTS

15.1. Amendment of Agreement. Any change to the provisions of this Agreement except for changes to Attachment A must be made in writing and signed by both parties: County and District. It is acknowledged by District that no officer, agency, employee or representative of County has any authority to change the provisions of this Agreement unless expressly granted that authority by Commissioners Court.

15.2. Amendment of Attachment A. County may amend the rates stated in Attachment A by sending a notice of rate change in compliance with Article XVI to District at least sixty (60) days before the beginning of the next County Fiscal Year. If District does not send a notice in compliance with Article XVI stating that the change is unacceptable before its effective date,

District shall accept the rates stated in the notice of rate change and shall pay those rates for the next County Fiscal Year. If District sends a notice that the change is unacceptable, District shall not use any Components of the ZOLL RescueNet FireRMS Suite after the beginning of the next County Fiscal Year unless County and District have agreed in writing to the rates applicable to it for the next County Fiscal Year. County may amend the type and quantity of Components stated in Attachment A if District has requested a change in writing and that change is acceptable to County.

15.3. District Request. District must submit all requests for changes to this Agreement to County Executive. The County Executive must present the District 's requests to Commissioners Court for consideration.

15.4. County Request. County must submit all requests for changes to this Agreement to the Board President. The Board President must present County's requests to the District Board for consideration.

XVI. NOTICES

16.1. Written Notice. All notices sent pursuant to this Agreement shall be in writing and either hand delivered or sent by registered or certified mail, postage prepaid, return receipt requested.

16.2. County Address. Notice sent pursuant to this Agreement may be delivered or mailed to County. If delivered, notice shall be delivered at the following address:

County Executive
Emergency Services
5501 Airport Boulevard, Suite 203B
Austin, Texas 78751

16.3. If mailed, notice shall be mailed to the following address:

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

16.4. District Addresses. Paper Notices sent pursuant to this Agreement shall be delivered or mailed to District at the addresses shown in Attachment "A" to the Interlocal Cooperation Agreement Related to Relationship Among Organizing Government Units unless notice of change has been provided.

16.5. E-Mail Address, The electronic address for notice of suspension is the following electronic mail address:

rmoellenberg@pflugervillefire.org
with copy to john@carltonlawaustin.com

16.6. Time of Delivery. When notices sent are hand delivered, notice is effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mail box or at a U.S. post office.

16.6 Change of Address. District may change its address for notice under this contract by providing a notice of the change to County in compliance with this Article XVI.

XVII. INTERPRETATION OF CONTRACT

17.1. Third Party Rights Not Created. This Agreement is not intended and shall not be interpreted to create any rights or remedies in any person or legal entity that is not a party to it and neither County nor District is waiving any defense or immunity to which it is entitled against any person or legal entity that is not a party to it.

17.2. Law. This Agreement is governed by the laws of Texas and is performable in Travis County, Texas.

17.3. Severability. If any portion of this Agreement is ruled invalid by a court of competent jurisdiction, the remainder of the Agreement must be construed as if that portion were not included in the Agreement and the remainder must remain valid and binding.

17.4. Definitions. In this Agreement,

17.4.1. Business Day. "Business Day" means Monday through Friday unless County has designated one of these days as a County holiday.

17.4.2. Commissioners Court. "Commissioners Court" means the Travis County Commissioners Court.

17.4.3. Components. "Components" means the services, devices and subscriptions sublicensed to and accessed and used by District that are part of the ZOLL RescueNet FireRMS Suite.

17.4.4. County Executive. "County Executive" means the individual designated by the Commissioners Court to perform the management and administrative duties of the County under this Agreement or his designee.

17.4.5. County Fiscal Year. "County Fiscal Year" means the Travis County fiscal year which commences October 1 and ends September 30 of the following calendar year.

17.4.6. Day. "Day" means calendar day.

17.4.7. District Board. "District Board" means the Board of Emergency Services Commissioners of this District.

17.4.8. FireRMS Agreement. "FireRMS Agreement" means the STRAC FireRMS Project Interlocal Cooperation Agreement between STRAC and County that is effective September 1, 2013.

17.4.9. Project Components of the ZOLL RescueNet FireRMS Suite. "Project Components of the ZOLL RescueNet FireRMS Suite" means the software and the intellectual property of the following two Components:

17.4.9.1 FireRMS Software Service for use at a single station which is a Project Component and includes:

Hosted FireRMS
FireRMS Mobile
Hosted FireRMS Maintenance and Work Orders
Hosted FireRMS Supplies and Inventory
FireRMS Deployment
FireRMS Training
Computer Aided Dispatch (CAD) integration (TriTech only)
FireHouse to FireRMS data migration (if needed)

17.4.9.2 RescueNet ePCR Software Service for use at a single station which is a Project Component and includes:

Hosted RescueNet ePCR
RescueNet ePCR deployment
RescueNet ePCR training
FireRMS to ePCR integration

17.4.10. Optional Components of the ZOLL RescueNet FireRMS Suite. "Optional Components of the ZOLL RescueNet FireRMS Suite" means the software and the intellectual property of the following three Components:

17.4.10.1 Apex drawing tool which is available directly from STRAC as part of the deployment with payment to STRAC of additional fees per station for purchase and maintenance.

17.4.10.2 Apex mobile device which is available directly from STRAC as part of the deployment with payment to STRAC of additional fees per device for purchase and maintenance.

17.4.10.3 VineLight Fire Intelligence which is a Web based reporting and business intelligence subscription which is available directly from STRAC as part of the deployment with payment to STRAC of additional fees per user and concurrent user.

17.4.11. Relationship Interlocal. "Relationship Interlocal" means the "Interlocal Cooperation Agreement Related to Relationship Among Organizing Government Units" approved by Travis County on October 28, 2008.

17.4.12. Station. "Station" means any location at which District installs and uses Project Components.

17.4.13. STRAC "STRAC" means the Southwest Texas Regional Advisory Council which is a Texas non-profit corporation created by Texas law and regulations.

17.4.14. STRAC-ZOLL License. "STRAC-ZOLL License" means the license agreement between STRAC and ZOLL Medical Corporation for data management software for emergency services related to fire and medical assistance that includes the Project Components and the Optional Components.

17.4.15. ZOLL "ZOLL" means ZOLL Medical Corporation.

17.5. Computation of Time. When any period of time is stated in this Agreement, the time must be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that County has declared a holiday for its employees, these days must be omitted from the computation.

17.6. Number and Gender. Words of any gender in this Agreement must be construed to include any other gender and words in either number must be construed to include the other unless the context in the Agreement clearly requires otherwise.

17.7. Headings. The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

XVIII. LEGAL AUTHORITIY

18.1. District Signors. The person or persons signing this Agreement on behalf of District , or representing themselves as signing this Agreement on behalf of District , do hereby warrant and guarantee that he, she or they have been duly authorized by District to sign this Agreement on behalf of District and to bind District validly and legally to all terms, performances, and provisions in this Agreement.

18.2. County Signors. The person or persons signing this Agreement on behalf of County, or representing themselves as signing this Agreement on behalf of County, do hereby warrant and guarantee that he, she or they have been duly authorized by County to sign this Agreement on behalf of County and to bind County validly and legally to all terms, performances, and provisions in this Agreement.

XIX. DUPLICATE ORIGINALS

19.1. This document is executed in duplicate originals.

TRAVIS COUNTY

By: _____ Date: _____
Samuel T. Biscoe, County Judge
Travis County, Texas

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 2

By: _____ Date: 10/31/13
Terry Struble, President

APPROVED AS TO FORM:

_____
Attorney for Travis County Emergency Services District No. 2

District
Interlocal Cooperation Agreement

Attachment A – Components and Rate Schedule

The Project Components of the ZOLL RescueNet FireRMS Suite authorized under this Agreement includes the following:

Stations with FireRMS Software Service Quantity 5

Stations with RescueNet ePCR Software Service: Quantity 5

The Optional Components of the ZOLL RescueNet FireRMS Suite purchased and authorized under this Agreement includes the following:

Stations with Apex drawing tool Quantity 1

Apex mobile devices Quantity 1

Stations with VineLight Fire Intelligence Quantity 3

Concurrent Users with VineLight Fire Intelligence Quantity 3

The per location per year rate for each type of fee and each type of Component is as follows:

Cost Category	**Number of Stations/ Users**	**Cost-Initial Installation**	**Annual Cost Per Station/ User**	**Total Annual Cost**
Project Components				
FireRMS Software Service	5	Not applicable	Not applicable	4,090
RescueNet ePCR Software Service	5	Not applicable		
Optional Components				
Apex drawing tool				
1st Fire station	1	$895		895
Each additional station		$170		
Maintenance/station	1		$170	170
Apex mobile device				
Each mobile device		$525		
Maintenance/device			$135	
VineLight Fire Intelligence (Web based reporting and business intelligence subscription)				
Each station	3		$100	300
Each concurrent user	3		$500	1500
	Total Billed This Contract Period: September 1, 2013 through August 31, 2014			$6,955

MUTUAL BUSINESS ASSOCIATE AGREEMENT BETWEEN TRAVIS COUNTY AND EMERGENCY SERVICES DISTRICT NO. 2

This Business Associate Agreement ("BAA") is executed by the following parties:

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

Travis County Emergency Services District No. 2, a political subdivision of Texas created under TEX. HEALTH & SAFETY CODE ANN., CH. 775 ("District").

RECITALS

County and District are entering into the STRAC FireRMS (Record Management System) Project Interlocal Cooperation Agreement ("FireRMS Agreement") so that District may manage its records, including those involving ePHI with more overall efficiency.

They are entering into this BAA to provide District with satisfactory assurances, in accordance with 45 C.F.R. § 164.314(a), that County will appropriately safeguard any electronic protected health information that County creates, receives, maintains or transmits on District's behalf and to provide County with satisfactory assurances, in accordance with 45 C.F.R. § 164.314(a), that District will appropriately safeguard any electronic protected health information that District creates, receives, maintains or transmits on County's behalf. 45 CFR 164.308 (b).

AGREEMENT

NOW, THEREFORE, County and District mutually agree to the following terms and conditions:

I. TERM.

1.1. This BAA commences on the date on which it is signed by the last party to sign it. This BAA continues in force until it is terminated by one of the parties.

II. COUNTY RESPONSIBILITIES AND AUTHORITY

2.1. Directly Regulated County acknowledges that it is directly regulated by HIPAA and HITECH and Part 164.

2.2. County Compliance with Part 164. County shall comply with the applicable requirements of Part 164. 45 CFR 164.314 (a)(2)(A). County shall use appropriate safeguards and comply, where applicable, with Part 164 to prevent use or disclosure of electronic protected health information other than as provided for in this BAA. 45 CFR 164.504 (e)(2)(ii)(B).

2.3. Subcontractor Compliance with Part 164. County shall ensure that any subcontractors that create, receive, maintain, or transmit electronic protected health information on behalf of County agree to comply with the applicable requirements of Part 164 by entering into a contract with the subcontractor that complies with 45 CFR 164.314 (a)(2)(B). If County knows of a pattern of activity or practice of a subcontractor that constitutes a material breach or violation of the subcontractor's obligation under that contract, County shall take reasonable steps to cure the

breach or end the violation, as applicable, and, if such steps were unsuccessful, terminated the contract, if feasible. 45 CFR 164.502(e)(1)(iii).

2.4. Notice of Breach to District County shall report to District any security incident of which it becomes aware, including breaches of District's unsecured protected health information as required by 45 CFR § 164.410. County shall report to District any successful security incident in detail as promptly as possible and no later than 2 business days after County becomes aware of it. County may report to District unsuccessful security incidents in the aggregate at least once each quarter. County determines if there has been a data breach for data that initiated with County and whether data that initiated with County has been compromised. 45 CFR 164.314 (a)(2)(C).

2.5. Policies and Training County shall implement, maintain and enforce procedures and policies consistent with the applicable requirements of HIPAA, HITECH and Part 164. County shall provide its employees working in areas treated as a covered entity with appropriate regular training in these policies and procedures and compliance with the applicable requirements of HIPAA, HITECH and Part 164. County shall ensure that these employees comply with these procedures and policies.

2.6. Notice of Breach. Following the discovery of a breach of unsecured protected health information, County shall notify District of the breach without unreasonable delay and no later than 60 calendar days after discovery of a breach. This notifice shall include, to the extent possible, the identity of each individual whose unsecured protected health information has been, or is reasonably believed by County to have been accessed, acquired, used, or disclosed during the breach and any other available information that District is required to include in its notifice to the individual under 45 CFR § 164.404(c). For purposes of this paragraph, a breach shall be treated as discovered by County as of the first day on which that breach is known to County or, by exercising reasonable diligence, would have been known to County. County shall be deemed to have knowledge of a breach if the breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee, officer, or other agent of County. 45 CFR 164.410.

2.7. Permitted Uses and Disclosures County may use protected health information provided to County by District data for the following activities:

2.7.1. Treatment of patients,

2.7.2. Payment,

2.7.3. Healthcare operations including quality assessment and improvement activities, competence or qualifications of health care professionals, conducting or arranging for medical review business planning and development, business management and general administrative activities of County,

2.7.4. proper management and administration of County,

2.7.5. Making protected health information available for amendment and incorporating any amendments to protected health information in accordance with Part 164, and

2.7.6. Making the information required to provide an accounting of disclosures available in accordance with Part 164.

2.8. Required Uses and Disclosures County shall disclose protected health information and make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by County available to the Secretary of the Department of Health and Human Services for purposes of determining District's or County's compliance with Part 164. County shall also disclose protected health information to District when requested by an individual or the individual's designee, as necessary to satisfy District's obligations to provide the individual with access to inspect and obtain a copy of his or her protected health information in a designated record set, subject to the exclusions in § 164.524(a)(1), in the electronic format requested if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by the covered entity and the individual in compliance with Part 164.

2.9. Prohibited Uses and Disclosures County shall not use or further disclose genetic information for underwriting purposes or sell protected health information or use or disclose protected health information other than as permitted or required by the BAA or as required by law. For purposes of this paragraph, sale of protected health information means a disclosure of protected health information by County where County directly or indirectly receives remuneration from or on behalf of the recipient of the protected health information in exchange for the protected health information but does not include disclosure of protected health information as specifically limited in 45 CFR § 164.502(5).

2.10. Accounting of Disclosures Except as otherwise permitted or required by this BAA, County shall report to District any use or disclosure of the information of which it becomes aware, including breaches of unsecured protected health information. 45 CFR § 164.410 and 45 CFR 164.504 (e)(2)(ii)(C).

2.11. Return or Destruction of Data At termination of the BAA, if feasible, County shall return or destroy all protected health information received from, or created or received by County on behalf of District that County still maintains in any form and retain no copies of such information. If such return or destruction is not feasible, County shall extend the protections of the BAA to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

2.12. Compliance with Laws County shall comply with all applicable laws, rules and regulations in the performance of this BAA.

III. DISTRICT RESPONSIBILITIES AND AUTHORITY

3.1. Directly Regulated District acknowledges that it is directly regulated by HIPAA and HITECH and Part 164.

3.2. District Compliance with Part 164. District shall comply with the applicable requirements of Part 164. 45 CFR 164.314 (a)(2)(A). District shall use appropriate safeguards and comply, where applicable, with Part 164 to prevent use or disclosure of electronic protected health information other than as provided for in this BAA. 45 CFR 164.504 (e)(2)(ii)(B).

3.3. Subcontractor Compliance with Part 164. District shall ensure that any subcontractors that create, receive, maintain, or transmit electronic protected health information on behalf of District agree to comply with the applicable requirements of Part 164 by entering into a contract with the subcontractor that complies with 45 CFR 164.314 (a)(2)(B). If District knows of a pattern of activity or practice of a subcontractor that constitutes a material breach or violation of

the subcontractor's obligation under that contract, District shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps were unsuccessful, terminated the contract, if feasible. 45 CFR 164.502(e)(1)(iii).

3.4. Notice of Breach to County District shall report to County any security incident of which it becomes aware, including breaches of County's unsecured protected health information as required by 45 CFR § 164.410. District shall report to County any successful security incident in detail as promptly as possible and no later than 2 business days after District becomes aware of it. District may report to County unsuccessful security incidents in the aggregate at least once each quarter. District determines if there has been a data breach for data that initiated with District and whether data that initiated with District has been compromised. 45 CFR 164.314 (a)(2)(C).

3.5. Policies and Training District shall implement, maintain and enforce procedures and policies consistent with the applicable requirements of HIPAA, HITECH and Part 164. District shall provide its directors, employees, and volunteers with appropriate regular training in these policies and procedures and compliance with the applicable requirements of HIPAA, HITECH and Part 164. District shall ensure that its directors, employees, volunteers and subcontractors comply with these procedures and policies.

3.6. Notice of Breach. Following the discovery of a breach of unsecured protected health information, District shall notify County of the breach without unreasonable delay and no later than 60 calendar days after discovery of a breach. This notifice shall include, to the extent possible, the identity of each individual whose unsecured protected health information has been, or is reasonably believed by District to have been accessed, acquired, used, or disclosed during the breach and any other available information that County is required to include in its notifice to the individual under 45 CFR § 164.404(c). For purposes of this paragraph, a breach shall be treated as discovered by District as of the first day on which that breach is known to District or, by exercising reasonable diligence, would have been known to District. District shall be deemed to have knowledge of a breach if the breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee, officer, or other agent of District. 45 CFR 164.410.

3.7. Permitted Uses and Disclosures District may use protected health information provided to District by County data for the following activities:

3.7.1. Treatment of patients,

3.7.2. Payment,

3.7.3. Healthcare operations including quality assessment and improvement activities, competence or qualifications of health care professionals, conducting or arranging for medical review business planning and development, business management and general administrative activities of District,

3.7.4. proper management and administration of District,

3.7.5. Making protected health information available for amendment and incorporating any amendments to protected health information in accordance with Part 164, and

3.7.6. Making the information required to provide an accounting of disclosures available in accordance with § 164.528.

3.8. Required Uses and Disclosures District shall disclose protected health information and make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by District available to the Secretary of the Department of Health and Human Services for purposes of determining District's or County's compliance with Part 164. District also shall disclose protected health information to County when requested by an individual or the individual's designee, as necessary to satisfy County's obligations to provide the individual with access to inspect and obtain a copy of his or her protected health information in a designated record set, subject to the exclusions in § 164.524(a)(1), in the electronic format requested if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by the covered entity and the individual in compliance with Part 164.

3.9. Prohibited Uses and Disclosures District shall not use or further disclose genetic information for underwriting purposes or sell protected health information or use or disclose protected health information other than as permitted or required by the BAA or as required by law. For purposes of this paragraph, sale of protected health information means a disclosure of protected health information by District where District directly or indirectly receives remuneration from or on behalf of the recipient of the protected health information in exchange for the protected health information but does not include disclosure of protected health information as specifically limited in 45 CFR § 164.502(5).

3.10. Accounting of Disclosures Except as otherwise permitted or required by this BAA, District shall report to County any use or disclosure of the information of which it becomes aware, including breaches of unsecured protected health information. 45 CFR § 164.410 and 45 CFR 164.504 (e)(2)(ii)(C).

3.11. Return or Destruction of Data At termination of the BAA, if feasible, District shall return or destroy all protected health information received from, or created or received by District on behalf of County that District still maintains in any form and retain no copies of such information. If such return or destruction is not feasible, District shall extend the protections of the BAA to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

3.12 Compliance with Laws District shall comply with all applicable laws, rules and regulations in the performance of this BAA.

IV. LIABILITY

4.1. County is not liable for and District assumes full risk of any claims, damages or attorney's fees of every kind for injury to or death of any person and for damages to or loss of property arising in whole or in part, directly or indirectly, as a result of the operations, including acts and omissions, of the District under this BAA.

4.2. District is not liable for and County assumes full risk of any claims, damages or attorney's fees of every kind for injury or death of any person and for damages to or loss of property arising in whole or in part, directly or indirectly, as a result of the operations, including acts or omissions, of the County under this BAA.

4.3. By entering into this BAA, neither party waives, nor shall be deemed to waive, any right, defense, or immunity that party may have.

V. LIMIT ON AGENTS

5.1. No agent, official, employee, or representative of County has the authority to amend or assign this BAA or waive violations of it unless expressly granted this specific authority by the Commissioners Court. No agent, official, employee or representative of District has the authority to amend or assign this BAA or waive violations of it unless expressly granted this specific authority by the District Board.

VI. BREACH

6.1. The failure of either party to comply with the terms and conditions of this BAA is a breach of this BAA.

VII. MEDIATION

7.1. When mediation is acceptable to both parties in resolving a dispute arising under this BAA, the parties agree to use the Dispute Resolution Center of Austin, Texas as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE ANN., §154.023. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in TEX. CIV. PRAC. AND REM. CODE ANN., §154.073, unless both parties agree, in writing, to waive the confidentiality.

VIII. TERMINATION

7.1 County For Cause Termination. County has the right to terminate this BAA and the BAA, in whole or in part, for one or more of the following reasons at any time in compliance with 7.2:

7.1.1 District fails to cease violations of this BAA or HIPAA or HITECH or Part 164,

7.1.2 District has violated its policies and procedures arising from compliance with HIPAA or HITECH or Part 164 or both one or more times,

7.1.3 District has failed to comply with any term or condition of this BAA, or

7.1.4 District is unable to conform to changes required by federal, state or local laws or regulations related to performance under this BAA.

7.2 Procedure. At least thirty (30) days before the effective date of termination, County must notify District in compliance with Article XIII of the decision to terminate this BAA, the existence and nature of the breach, the effective date of termination and, in the case of a partial termination, the portion of the BAA to be terminated. District may avoid termination of this BAA pursuant to 7.1.1, 7.1.2, and 7.1.3 if District cures the breach to the satisfaction of County within thirty (30) days of receipt of notice of breach. The time to cure may be extended, at the sole discretion of County, as long as the District diligently continues to work toward completion of the cure. If the breach is not cured to the satisfaction of County prior to the effective date of

termination or any extension of the date allowed by County in writing, the District is in default and the participation of the District is automatically terminated on that date.

7.3 District For Cause Termination. District may terminate this BAA, in whole or in part, at any time for any of the following reasons in compliance with 7.4:

7.3.1 County fails to cease violations of this BAA or HIPAA or HITECH or Part 164,

7.3.2 County has violated its policies and procedures arising from compliance with HIPAA or HITECH or Part 164 or both one or more times,

7.3.3 County has failed to comply with any term or condition of this BAA, or

7.3.4 County is unable to conform to changes required by federal, state or local laws or regulations related to performance under this BAA.

7.4 Procedure. At least thirty (30) days before the date of termination, District must notify County in compliance with Article XIII of the decision to terminate this BAA, the reasons for termination, the effective date of termination and in the case of a partial termination, the portion of the BAA to be terminated. County may avoid termination of this BAA pursuant to 7.3.1 or 7.3.2 or 7.3.3 if County corrects the causes of the reasons for termination stated in the notice to the satisfaction of the District prior to the effective date of termination.

7.5 Mutual Termination. Either party has the right to terminate this BAA, in whole or in part, when both parties agree, in writing, that the continuation of the activities under this BAA would not produce beneficial results commensurate with the further expenditure of funds and what conditions of termination will apply, including the effective date of termination and, in case of partial termination, the portion of the BAA to be terminated.

IX.NON-WAIVER AND RESERVATION OF REMEDIES

9.1. Non-Waiver. Any act of forbearance by either party to enforce any provision of this BAA shall not be interpreted as a modification of this BAA or as a waiver of any breach or default of the other party which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this BAA shall not be interpreted as a waiver of that right or privilege. In this BAA, County and District do not waive any immunity or defense that would otherwise be available to them against claims arising in the exercise of their governmental powers and functions.

9.2. Reservation of Rights and Remedies. All rights of both parties under this BAA are specifically reserved. Any payment, act or omission by a party must not impair or prejudice any remedy or right of that party under this BAA. Any right or remedy stated in this BAA must not preclude the exercise of any other right or remedy under this BAA, the law or at equity, nor must any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

X. ENTIRE AGREEMENT

10.1. Agreement All Inclusive. All oral and written agreements between the parties to this BAA relating to the subject matter of this BAA that were made prior to the execution of this BAA have been reduced to writing and are contained in this document.

XI. ASSIGNABILITY

11.1. Neither party may assign any of the rights or duties created by this BAA without the prior written approval of the other party. It is acknowledged by District that no officer, agency, employee or representative of County has any authority to grant such assignment unless expressly granted that authority by the Commissioners Court.

XII. AMENDMENTS

12.1. Amendment of BAA. Any change to the provisions of this BAA must be made in writing and signed by both parties: County and District. It is acknowledged by District that no officer, agency, employee or representative of County has any authority to change the provisions of this BAA unless expressly granted that authority by Commissioners Court.

12.2. District Request. District must submit all requests for changes to this BAA to County Executive. The County Executive must present the District 's requests to Commissioners Court for consideration.

12.3. County Request. County must submit all requests for changes to this BAA to the Board President. The Board President must present County's requests to the District Board for consideration.

XIII. NOTICES

13.1. Written Notice. All notices sent pursuant to this BAA shall be in writing and either hand delivered or sent by registered or certified mail, postage prepaid, return receipt requested.

13.2. County Address. Notice sent pursuant to this BAA may be delivered or mailed to County. If delivered, notice shall be delivered at the following address:

County Executive
Emergency Services
5501 Airport Boulevard, Suite 203B
Austin, Texas 78751

13.3. If mailed, notice shall be mailed to the following address:

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

13.4. District Addresses. Paper Notices sent pursuant to this BAA shall be delivered or mailed to District at the addresses shown in Attachment "A" to the Interlocal Cooperation Agreement Related to Relationship Among Organizing Government Units unless notice of change has been provided.

13.5. Time of Delivery. When notices sent are hand delivered, notice is effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mail box or at a U.S. post office.

13.6 Change of Address. District may change its address for notice under this contract by providing a notice of the change to County in compliance with this Article XIII.

XIV. INTERPRETATION OF CONTRACT

14.1. Third Party Rights Not Created. This BAA is not intended and shall not be interpreted to create any rights or remedies in any person or legal entity that is not a party to it and neither County nor District is waiving any defense or immunity to which it is entitled against any person or legal entity that is not a party to it.

14.2. Law. This BAA is governed by the laws of the United States of America and the laws of Texas. This BAA is performable in Travis County, Texas.

14.3. Severability. If any portion of this BAA is ruled invalid by a court of competent jurisdiction, the remainder of it must be construed as if that portion were not included in the BAA and the remainder remains valid and binding.

14.4. Definitions. In this BAA, all words and phrases used in this BAA and defined in 45 CFR Parts 160 through 164 inclusive have the same meaning in this BAA as they have in 45 CFR Parts 160 through 164 inclusive. In addition, in this BAA

14.4.1. Business Day. "Business Day" means Monday through Friday unless County has designated one of these days as a County holiday.

14.4.2. Commissioners Court. "Commissioners Court" means the Travis County Commissioners Court.

14.4.3. HIPAA"HIPAA" means the Health Insurance Portability and Accountability Act of 1996.

14.4.4. HITECH "HITECH" means the Health Information Technology for Economic and Clinical Health Act of 2009.

14.4.5. Part 164. "Part 164" means 45 Code of Federal Regulations, Part 164 which forms a portion of the regulations issued under HIPAA and HITECH.

14.4.6. County Executive. "County Executive" means the individual designated by the Commissioners Court to perform the management and administrative duties of the County under this BAA or his designee.

14.4.7. District Board. "District Board" means the Board of Emergency Services Commissioners of this District.

14.4.8. FireRMS Agreement. "FireRMS Agreement" means the STRAC FireRMS Project Interlocal Cooperation Agreement between STRAC and County that is effective September 1, 2013.

14.4.9. Relationship Interlocal. "Relationship Interlocal" means the "Interlocal Cooperation Agreement Related to Relationship Among Organizing Government Units" approved by Travis County on October 28, 2008.

14.5. Computation of Time. When any period of time is stated in this BAA, the time must be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that County has declared a holiday for its employees, these days must be omitted from the computation.

14.6. Number and Gender. Words of any gender in this BAA must be construed to include any other gender and words in either number must be construed to include the other unless the context in the BAA clearly requires otherwise.

14.7. Headings. The headings at the beginning of the various provisions of this BAA have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this BAA.

XV. LEGAL AUTHORITIY

15.1. District Signors. The person or persons signing this BAA on behalf of District , or representing themselves as signing this BAA on behalf of District , do hereby warrant and guarantee that he, she or they have been duly authorized by District to sign this BAA on behalf of District and to bind District validly and legally to all terms, performances, and provisions in this BAA.

15.2. County Signors. The person or persons signing this BAA on behalf of County, or representing themselves as signing this BAA on behalf of County, do hereby warrant and guarantee that he, she or they have been duly authorized by County to sign this BAA on behalf of County and to bind County validly and legally to all terms, performances, and provisions in this BAA.

XVI. DUPLICATE ORIGINALS

16.1. This document is executed in duplicate originals.

TRAVIS COUNTY

By: _____ Date: _____

Samuel T. Biscoe, County Judge
Travis County, Texas

Created 11-07-13 @ 4:45 pm

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 2

By: _____ Date: 10/31/13

Name: Terry Struble
Board President

APPROVED AS TO FORM:

_____
Attorney for Travis County Emergency Services District No. 2

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: November 5, 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: Application for a revenue contract with the Texas Department of Assistive and Rehabilitative Services to provide deaf interpreters for state agencies

Proposed Motion:
Consider and take appropriate action to approve an application to the Texas Department of Assistive and Rehabilitative Services (DARS) to provide deaf interpreters for state agencies. Also approve having the Travis County Auditor sign the Federal Funding Accountability and Transparency Act (FFATA) form included in the application package.

Summary and Staff Recommendations:
Under this contract, Travis County Services for the Deaf and Hard of Hearing (TCSDHH) will provide interpreter services for clients served by the following state agencies: Texas Workforce Commission, Texas Department of Family and Protective Services, Attorney General, Health and Human Services Commission, and the Texas Department of State Health Services.

Travis County has had this contract for many years. DARS sent a renewal on 8/1/13. After going through review by Travis County Health and Human Services and Veterans Service, the Travis County Attorney's Office, the Travis County Auditor's Office, and the Travis County Purchasing Office, the renewal was put on the 9/17/13 Commissioners Court agenda for approval. DARS then informed TCSDHH that it would have to reapply for the contract because the renewal was approved after the start date of 9/1/13.

TCHHSVS staff recommends approving this application.

Budgetary and Fiscal Impact:
If awarded, TCSDHH estimates this contract will provide $40,000 in revenue during FY'14.

Issues and Opportunities:
This contract has proved to be a stable source of revenue for Travis County.

Background:
This contract has been in place for several years.

Cc: Deborah Britton, Division Director, Community Services, TCHHSVS
Stacy Landry, Program Manager, TCSDHH
Nicki Riley, Travis County Auditor
Tracy LeBlanc, Financial Analyst, Travis County Auditor's Office
~~Mary Etta Gerhardt, Assistant County Attorney, Travis County Attorney's~~ Office
Leslie Browder, County Executive, Planning and Budget Office
Aerin Toussaint, Analyst, Planning and Budget Office
Shannon Pleasant, Purchasing Agent Assistant, Travis County Purchasing Office

Created 11-07-13 @ 4:45 pm

TEXAS Department of Assistive and Rehabilitative Services

Department of Assistive and Rehabilitative Services

Child Support Certification

I

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg. R.S., ch. 751) prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in paying child support, and
- a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid; or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that the statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract (including the cost of advertising and awarding a second contract), and any other damages provided by law or contract.

II

In accordance with Section 231.006, the names and Social Security numbers of the individuals identified in the contract, bid or application, or each person with a minimum 25% ownership interest in the business entity identified therein are provided below:

Name: NA	SSN: NA
Name: NA	SSN: NA
Name: NA	SSN: NA
Name: NA	SSN: NA

III

As required by Section 231.006, the undersigned certifies the following:

"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

Contractor Authorized Representative Printed Name: Samuel T. Biscoe	Title: Travis County Judge
Contractor Authorized Representative Signature: **X** By:	Date:

Created 11-07-13 @ 4:45 pm

TEXAS Department of Assistive and Rehabilitative Services

Department of Assistive and Rehabilitative Services

Provider Application

Provider Contact Information

Company name: Travis County through Travis County Services for the Deaf and Hard of Hearing

Physical address (address where business is physically located): 2201 Post Road, Suite 100		City: Austin
State: TX	ZIP+4: 78664	County: Travis
Phone number: (512) 854-7893	Fax number: (512) 854-9289	Email address: stacy.landry@co.travis.tx.us

Payment Address

Street address or PO box (address to which checks are to be mailed): P.O. Box 1748, Attn: Finance Dept.		City: Austin
State: TX	ZIP+4: 78767	County: Travis
Phone number: (512) 854-4119	Fax: (512) 279-2197	

Identification Numbers

Enter X to select all applicable numbers, then enter the numbers.

- [ ] Texas Taxpayer Number (11 digits, assigned by Comptroller for sales and franchise tax)
- [x] Employer Identification Number (EIN) (9 digits, issued by IRS) 746000192
- [ ] Social Security number (9 digits)
- [ ] Texas Identification Number (TIN) (14 digits, assigned by comptroller)

Business Classification

Enter X to select one: [ ] For profit [x] Not for profit

[ ] Sole Proprietor	Owner name:	Owner SSN:
[ ] Partnership	First partner name:	First partner SSN or EIN:
	Second partner name:	Second partner SSN or EIN:
[ ] Limited Partnership	File Number:	
[ ] Texas Corporation	Charter Number:	
[ ] Professional Association	Charter Number:	
[ ] Professional Corporation	Charter Number:	
[ ] Out-of-state Corporation		
[ ] Financial Institution		
[x] Government		
[ ] State Agency or University		

Contact Information

(for orders or problems related to orders)

Name:	Title:	Phone number:	Fax number:
Stacy Landry	Program Mgr.	(512) 854-7893	(512) 854-9289

Principal Line of Business

Describe your principal line of business. Include a brief description of the types of products and services your business provides. If possible, include a product line sheet with this information.
Case management services to the deaf and hard of hearing within Travis County. Interpreter services to Travis County offices and courts, City of Austin Municipal Courts and other departments, and various other interpreter contracts.

Number of years in present business: 39

Business hours: Days:	Weekday hours: 8a-5p	Weekend hours:
M-F		on call

HUB Status

Has the Texas Comptroller of Public Accounts certified your business as a Historically Underutilized Business (HUB)? ☐ Yes ☒ No

Ethnicity (enter X to select):

- ☐ AI – Native American
- ☐ AD – Asian-Pacific American
- ☐ BL – Black American
- ☐ HI – Hispanic American
- ☐ WO – American Woman

ADA Requirements

Does your business meet the minimum American with Disabilities Act (ADA) accessibility requirements to accommodate DARS consumers? ☒ Yes ☐ No

Is your business accessible to public transit routes? ☒ Yes ☐ No

Enter X to select available accommodations:

☒ Handicapped parking ☒ Ramps ☒ Wide doorways ☒ Accessible restrooms

Do you have foreign or sign language interpreters available? ☒ Yes ☐ No

If yes, which languages? sign language, Spanish, and various other spoken languages on call

Benefits

Comparable benefits that you accept (enter X for all that apply):

☐	Federal Pell Grant	☐	Scholarship
☐	Federal SEOG	☐	Chronically Ill and Disabled Children (DSHS)
☐	JTPA (PIC)	☐	Indigent Health Care Services available through the county
☐	Medicaid	☐	Veterans Administration Hospital or Clinic
☐	Medicare	☐	Workers Compensation Medical Benefits

Certification

Created 11-07-13 @ 4:45 pm

If your principal line of business requires that you be issued a certificate or license number, provide the name of the certifying boards or agencies and list the certificate or license number. A copy of the certificate or license may be required.

Certifying or licensing agency:	
Certificate number:	License number:
Certifying or licensing agency:	
Certificate number:	License number:

Insurance Coverage

If you provide vehicle modifications, supply proof of insurance for garage liability and garage keeper coverage.

Name of insurance company: Self-insured	
Policy number:	Expiration date:

Return Information

For any questions, contact Buyer Support Services at: (512) 424-4289. Return this questionnaire to:

Department of Assistive and Rehabilitative Services
Buyer Support Services – Provider Profiles
4900 North Lamar Blvd
Austin, Texas 78751-2399

Texas Department of Assistive and Rehabilitative Services
FFATA Certification

Contractor Name	***Contract Number***	***DUNS Number***
Travis County through Travis County Services for the Deaf and Hard of Hearing	5382001344	030908842

FFATA Sub-recipient Reporting Requirements

Beginning October 1, 2010, DARS is required to report subrecipient information to the Federal Office of Management and Budget (OMB) in order to comply with the Federal Funding Accountability and Transparency Act (FFATA). DARS will only provide information to the OMB for those entities that meet the requirements for reporting.

The first requirement applies to DARS subrecipients who had annual gross income greater than $300,000 in the previous tax year and who receive $25,000 or more in federal funds from DARS. For those subrecipients who meet that criteria, DARS must report subrecipient name, address, amount of award, principle place of performance and project description.

In your business or organization's preceding tax year, did you have annual gross income greater than $300,000?

Yes__X__ No____

If the answer is Yes, continue. If the answer is No, stop and sign the certification below.

DARS must also report executive compensation data for your organization if the following criteria are met.

In your business or organization's preceding completed fiscal year, did the business or organization (the legal entity to which your DUNS number belongs) receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, sub grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub grants, and/or cooperative agreements?:

Yes ____ No __X__

If the answer is Yes, go to next question. If the answer is No, stop and sign the certification below.

Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which your DUNS number belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m (a), 78o (d)) or section 6104 of the Internal Revenue Code of 1986?:

Yes ____ No ____

Texas Department of Assistive and Rehabilitative Services
FFATA Certification

If the answer is Yes, stop and sign the certification below. If the answer is No, please provide the names and compensation of the five highest compensated officers then sign the certification below. (Total compensation is the amount earned during the entity's preceding completed fiscal year.)

Name _____ Title _____ Amount _____

Name _____ Title _____ Amount _____

Name _____ Title _____ Amount _____

Name _____ Title _____ Amount _____

Name _____ Title _____ Amount _____

CERTIFICATION: I hereby certify that, to the best of my knowledge, the information reported herein is correct and that I have documentation to support the information. I also certify that I am authorized to make this certification.

~~Nicki Riley~~ ~~Travis County Auditor~~ _____

Name (please print) Title Date

By: _____

Signature

If there are any questions regarding this certification form please contact James Dawson, DARS Director of Accounting at 512-424-4601.

Created 11-07-13 @ 4:45 pm

TEXAS Department of Assistive and Rehabilitative Services

DARS Substitute W-9 and Direct Deposit Form

Agency Use Only
☐ DDS ☐ CPCSC ☐ AP
☐ New Set-up ☐ New MC
☐ Other

Box 1 Legal Name (as shown on your tax return): County of Travis

Box 2 DBA:

Box 3 Tax Information Mailing Address: 700 Lavaca St., Suite 1200

City: Austin State: TX ZIP: 78701

Box 4 Payment Address (if different from Tax Address):

City: State: ZIP:

Phone: 512-854-9125 Fax: Email:

Box 5 Taxpayer Identification Number: 74-6000192

☐ Social Security Number (SSN)
☒ Employer Identification Number (EIN)

Note: Enter the same number used when filing your tax return

Box 6 Federal Tax Classification: Business Designation

☐ Texas Corporation ☐ Professional Corporation ☒ Government Entity
☐ Out-of-State Corporation ☐ Professional Association ☐ Sole Owner
☐ Limited Liability Company ☐ General Partnership ☐ Individual Recipient
☐ Limited Partnership ☐ Other (Please Explain):

Box 7 Profit Status: ☐ Profit ☒ Non-Profit

Box 8 Corporation Information: State of Jurisdiction: File or Charter Number:

Box 9 Sole Ownership Info: Sole Owner Name and SSN:

Box 10 General Partnership Information: Partner 1 Name and SSN/EIN:
Partner 2 Name and SSN/EIN:

Box 11 Backup Withholding: Please see IRS Website

☐ Exempt from Backup Withholding

Box 12 Certification:

Under penalties of perjury, I certify that:
1) I have provided my correct taxpayer identification number and that
2) I am not subject to backup withholding as specified on the instruction page for this form and that
3) I am a US citizen or other US person.

Signature:
Print Preparer's Name: Tracy LeBlanc
Phone Number: 512-854-9125 Date: 10/16/13

Box 13 Direct Deposit Information (Response Required)

☒ I am currently on Direct Deposit and wish to continue. Sign and date: Dolores Ortega Castro
☐ I decline Direct Deposit at this time. Sign and date:

☐ New Set-Up ☐ Change in Direct Deposit Information ☐ Cancel My Direct Deposit

Financial Institution Name: Type: ☐ Checking ☐ Savings Mail Code:

Financial Institution Routing Number: Account Number:

Will these payments be forwarded to a financial institution outside the United States? ☐ Yes ☐ No

I authorize the Texas Comptroller of Public Accounts to deposit my payments from the State of Texas to my financial institution electronically. I understand that the Texas Comptroller of Public Accounts will reverse any payments made to my account in error.

I further understand that the Texas Comptroller of Public Accounts will comply at all times with the National Automated Clearing House Association's rules. For further information on these rules, please contact your financial institution.

Authorized Signature Required:

Printed Name Required:

I authorize the Texas Comptroller of Public Accounts to send an email notification one business day prior to the payment posting to my account.

Contact Name: Email: Phone Number:

Travis County Commissioners Court Agenda Request

Meeting Date: November 12. 2013
Prepared By/Phone Number: Christy Moffett, LMSW / 854-3460
Elected/Appointed Official/Dept. Head:
Sherri E. Fleming, County Executive of Travis County Health and Human Services & Veterans Service

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:
Consider and take appropriate action on items related to the Analysis of Impediments to Fair Housing Choice for the Community Development Block Grant provided by HUD:

A. Request to approve November 13, 2013 through December 12, 2013 as the 30-day public comment period for the public to review and comment on the draft;

B. Request to approve a public hearing date on December 3, 2013, at the Travis County Commissioners Courtroom at 9 am to receive public comment; and

C. Request to approve the draft for public comment.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Under the provisions of Title 1 of the Housing and Community Development Act of 1974 (42 USC 5301), the federal government through the U.S Department of Housing and Urban Development sponsors the Community Development Block Grant (CDBG), a program that provides annual grants to cities and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities for low and moderate income persons.

The U.S. Department of Housing and Urban Development (HUD) has a commitment to eliminate racial and ethnic segregation, physical and other barriers to persons with disabilities, and other discriminatory practices in

the provision of housing. HUD extends the responsibility of affirmatively furthering fair housing to local jurisdictions through a variety of regulations and program requirements.

As an entitlement county receiving Community Development Block Grant (CDBG) funds from HUD, Travis County must fulfill its fair housing responsibilities by developing an Analysis of Impediments (AI) to Fair Housing Choice and by taking actions to overcome the effects identified in the AI through implementation of a Fair Housing Plan ("FHP") and maintain records reflecting the analysis and actions taken.

An AI is a review of impediments or barriers that affect the rights of fair housing choice, and when completed, will serve as the basis for fair housing planning, provide essential information to housing stakeholders and assists in building public support for fair housing efforts. A FHP identifies the actions needed to eliminate fair housing barriers which have been identified. HUD defines impediments to fair housing choice as:

- any actions, omissions or decisions taken because of race, color, religion, sex, disability, familial status or national origin which restrict housing choices or the availability for housing choices; and

- any actions, omissions or decisions which have the effect of restricting housing choices or the availability of housing choices on the basis of race, color, religion, sex, disability, familial status or national origin.

Since the inception of the County's CDBG Program, the County has been operating under the City of Austin's AI published in 2005. In 2012, the County contracted with the consulting firm Mullins & Lonergan to conduct an AI. The preliminary results were presented to the Commissioners Court on November 5, 2013.

Staff proposes a 30 day public comment period, which is not required, but demonstrates transparency on behalf of the County. The advertising strategy will include posting on the County's website, Travis County Community Centers and postal and email notices to the CDBG mail out list only. No newspaper advertising is required. Additionally, a public hearing may be scheduled at the Court's discretion.

STAFF RECOMMENDATIONS:

A. Staff recommends approval of the 30-day public comment period from November 13, 2013 to December 12, 2013.
B. Staff recommends approval of the public hearing date to be on December 3, 2013.
C. Staff recommends approval of the draft of the AI for public comment.

ISSUES AND OPPORTUNITIES:

A. The AI looks at processes, policies and procedures of the County as a whole, which impact fair housing choice. This means that multiple Departments and entities such as the Travis County Housing Finance Corporation and the Housing Authority of Travis County are included in this broad level assessment. The results identify areas of potential collaboration and/or recommendations for improvement;
B. The completion of the AI is required as part of the CDBG program's fair housing obligation;
C. Pages 106-107 of the AI maintain summary level fair housing observations;
D. Pages 108-112 contains public and private sector impediments to fair housing choice along with Action Steps to address each identified impediment.
E. A Fair Housing Plan must be created based on the identified impediments. A 5 year fair housing plan will be created from the action steps located on pages 108-112 and will be implemented simultaneously with the PY14-18 Consolidated Plan.
F. After receipt of comments, the final draft and fair housing plan will be presented for approval.

FISCAL IMPACT AND SOURCE OF FUNDING:

No cost associated with the posting for public comment.

REQUIRED AUTHORIZATIONS:

None.

Cc: Steven Manilla, TNR
Anna Bowlin, TNR
Lee Turner, TNR
Cyd Grimes, Purchasing Office
David Walch, Purchasing Office
Nicki Riley, Auditor's Office

Janice Cohoon, Auditor's Office
Leslie Browder, PBO
Aerin Toussaint, PBO
Mary Etta Gerhardt, County Attorney's Office
John Hille, County Attorney's Office
Craig Alter, Housing Authority of Travis County
Andrea Shields, Travis County Housing Finance Corporation

Created 11-07-13 @ 4:45 pm

TRAVIS county TX CDBG

EQUAL HOUSING OPPORTUNITY

INVITATION TO COMMENT ON THE DRAFT ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE

As part of Travis County's ongoing public engagement related to its Community Development Block Grant (CDBG,) Travis County will make available to the public its Analysis of Impediments to Fair Housing Choice (AI).

An AI is a review of barriers in the public and private sectors that affect the rights of fair housing choice This report informs a 5 year Fair Housing Plan which includes actions to address known obstacles. This report has been completed to meet federal requirements.

Comment Period and Draft Document

Comments will be accepted for 30 days beginning November 13, 2013 at 8:00 a.m. and ending December 12, 2013 at 5:00 p.m. Beginning November 13, 2013, a draft document will be available for download on the Travis County CDBG page www.co.travis.tx.us/CDBG or available for review at any of the seven Travis County Community Centers:

South Rural Community Center	**3518 FM 973, Del Valle**
Travis County Community Center	15822 Foothills Farm Loop, Bldg D, Pflugerville
West Rural Community Center	8656-A Hwy 71 W., Suite A, Oak Hill
Northwest Rural Community Center	18649 FM 1431, Jonestown
East Rural Community Center	600 W. Carrie Manor, Manor
Palm Square Community Center	100 N. IH-35, Suite 1000, Austin
Post Road Community Center	2201 Post Road, Suite 101, Austin

Public Hearings

The public can provide their comments by attending a Public Hearing scheduled for Tuesday, December 3, 2013 at 9:00 a.m. at the Travis County Commissioners Courtroom, 700 Lavaca St., Austin, TX.

Mailing Comments

The public can also mail their comments to: CDBG Program, Travis County, HHSVS, P.O. Box 1748, Austin, TX 78767 or e-mail them to the CDBG program at cdbg@co.travis.tx.us

For additional information contact Christy Moffett, at cdbg@co.travis.tx.us or call 512-854-3460. To request that an American Sign Language or Spanish interpreter be present at the public hearing, please contact staff at least five business days in advance.

Travis County is committed to compliance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended. Reasonable modifications and equal access to communications will be provided upon request. Please call 512-854-3460 for assistance.

Created 11-07-13 @ 4:45 pm

ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE

TRAVIS COUNTY, TEXAS

SEPTEMBER 2013

MULLIN & LONERGAN ASSOCIATES INCORPORATED

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APPENDIX A: STAKEHOLDER CHART

1 EXECUTIVE SUMMARY

The preparation of this Analysis of Impediments to Fair Housing Choice (AI) serves as a component of Travis County's efforts to satisfy the requirements of the Housing and Community Development Act of 1974, as amended, which requires that any community receiving Community Development Block Grant (CDBG) funds affirmatively further fair housing. The AI is a review of local regulations and administrative policies, procedures and practices affecting the location, availability and accessibility of housing, as well as an assessment of conditions, both public and private, that affect fair housing choice.

Following an extensive stakeholder consultation process, the County built the context for analysis by examining demographic, economic and housing market trends within the framework of access to housing opportunities. Population explosion across the unincorporated areas of Travis County, which comprise nearly all of the Urban County's CDBG jurisdiction, has resulted in an increase in ethnic diversity and residential income segregation, with some lower-income neighborhoods at the fringe of urban development isolated from interaction with the local economy. Census data indicate that racial and ethnic minorities, persons with disabilities and female-headed households with children are more likely to experience poverty and unemployment. Concentrations of lower-income minorities are most prevalent in the eastern crescent outside of Austin. Larger-lot enclaves farther west are generally more expensive, a fact that has strongly limited the location of Housing Choice Voucher Holders in that area. Across the County as a whole, rent rates and housing values have risen substantially during the last 10 years while household incomes have not kept pace.

An analysis of housing discrimination complaints revealed the persistence of unequal treatment in the local sales and rental markets, particularly on the basis of disability. Additionally, housing advocates reported that the lack of minimum construction standards in unincorporated areas has resulted in the construction of new multi-family developments that are non-compliant with accessibility standards. Older housing stock is often not required to be accessible, and the majority of aging homes in unincorporated areas are not. Housing choice for those with disabilities is further limited by the absence of regular public transit service outside of Austin.

The AI's review of public policies covered the aspects of local government most closely tied to housing, including the County's entitlement grants programs, appointed boards and commissions, building codes enforcement, language accommodations, land use regulations, public housing, taxes and transit. CDBG program administration was found to affirmatively further fair housing, though the County's lack of authority to adopt land use restrictions and enforce building standards limits the extent to which it can compel other entities to meet fair housing standards.

Private-sector policies were additionally evaluated from a fair housing perspective. A thorough review of mortgage application data suggested that upper-income minorities are more likely to experience loan denials or high-cost lending than lower-income White applicants.

Many of the impediments identified in this report can be found in communities throughout the country and are not unique to Travis County. Economic and racial/ethnic segregation, among many other challenges identified in this report, are national problems, but the responsibility for addressing these issues falls primarily to each local jurisdiction where they are present. Affirmatively furthering fair housing is an ongoing process that requires the leadership of elected officials, and the development of this plan is the first step toward increasing fair housing choice in Travis County.

2 INTRODUCTION

A. PURPOSE OF THE AI

The Urban County of Travis County has prepared an Analysis of Impediments to Fair Housing Choice to satisfy the requirements of the Housing and Community Development Act of 1974, as amended. This act requires that any community receiving Community Development Block Grant (CDBG) funds affirmatively further fair housing. As a result, the Urban County is charged with the responsibility of conducting its CDBG programs in compliance with the federal Fair Housing Act. The responsibility of compliance with the federal Fair Housing Act extends to nonprofit organizations and other entities, including local units of government which receive federal funds through Travis County.

These requirements can be achieved through the preparation of an Analysis of Impediments to Fair Housing Choice and implementation of recommended action items. The Analysis of Impediments to Fair Housing Choice (AI) is a review of a jurisdiction's laws, regulations and administrative policies, procedures and practices affecting the location, availability and accessibility of housing, as well as an assessment of conditions, both public and private, affecting fair housing choice. Entitlement communities receiving CDBG entitlement funds are required to:

- Examine and attempt to alleviate housing discrimination within their jurisdiction
- Promote fair housing choice for all persons
- Provide opportunities for all persons to reside in any given housing development, regardless of race, color, religion, sex, disability, familial status or national origin
- Promote housing that is accessible to and usable by persons with disabilities, and
- Comply with the non-discrimination requirements of the Fair Housing Act.

B. FAIR HOUSING RESPONSIBILITIES OF URBAN COUNTIES

In recent years, the federal government has increasingly emphasized the obligation of grantees to affirmatively further fair housing and, specifically, the way in which entitlement communities comply with their required fair housing certifications. Each year when an entitlement community submits its Annual Plan to HUD, the chief elected official is required to certify that the jurisdiction will affirmatively further fair housing. However, the Fair Housing Act of 1968, which created that mandate, did not specify what precisely it meant, leaving open a wide range of interpretations reflected in the varying policies and practices of grantee communities. Legal proceedings between grantees, HUD and the U.S. Department of Justice within the last 10 years have provided some clarification.

In August 2009, Westchester County, NY settled a fair housing lawsuit brought against the county by the Anti-Discrimination Center of Metro New York, Inc. This $180 million lawsuit charged that Westchester County, an urban county entitlement under HUD's CDBG program, failed to fulfill its obligation to affirmatively further fair housing and ensure non-discrimination in its programs. At issue in the case was not *whether* Westchester County created affordable housing. In fact, since 1998, the County spent more than $50 million in federal and state funds to aid in the construction of 1,370 affordable rental units and another 334 affordable owner units. It was the *geographic location* of affordable housing units that were created within the county that was the critical factor in the lawsuit, as the Center alleged that the county increased the pattern of racial segregation in Westchester County. Furthermore, the suit charged that the county violated its cooperation agreements with local units of government which prohibits expenditures of CDBG funds for activities in communities that do not affirmatively further fair housing within their jurisdiction or otherwise impede the county's action to comply with its fair housing certifications.

Under the terms of the settlement, the County will pay $21.6 million to HUD in non-federal funds to be deposited in the county's HUD account and used to build new affordable housing units in specified census tracts with populations of less than 3% Black and 7% Hispanic residents. An additional $11 million will be paid to HUD, the Center and its counsel. The county will add $30 million to its capital budget to build affordable housing in non-impacted (i.e., predominantly White) areas.

In another example, HUD threatened in July 2012 to withhold more than a half billion dollars in disaster recovery funds from the City of Galveston in response to the City's refusal to rebuild 569 low-income housing units lost as a result of Hurricane Ike. The City's mayor, who had promised during his campaign not to rebuild the units, favored allocating rental vouchers to those displaced by the storm, which he said would allow residents to live "where they have job opportunities, which do not exist in Galveston." HUD argued that this was

effectively a means of limiting the affordable housing opportunities available in Galveston, a problem that would disproportionately affect members of the protected classes. The agency authorized $109 million in federal funds to replace the lost housing within the City in mixed-income developments, mandating that Galveston rebuild.

In August 2011, the U.S. Department of Justice filed a lawsuit against the City of Joliet, IL, alleging that the City violated the Fair Housing Act and Community Development Act by seizing via eminent domain an affordable housing development of 356 units, displacing 750 residents, almost all of whom were Black. The Department argued that the displaced residents would have nowhere within the City fo live if the units were destroyed, due to the lack of affordable housing available locally and the absence of a "meaningful plan" to counteract the effects of the loss of units. Therefore, according to the argument, the City's actions would have the effect of limiting the number of Black residents within Joliet, perpetuating segregation. The City's Department of Economic and Community Development, which had administered more than $1 million in federal funds, was accused of violating Section 109 of the Housing and Community Development Act by its involvement in City actions to condemn the affordable housing development.

The significance of these proceedings for HUD grantee communities throughout the U.S., particularly urban county entitlements, is clear. First, the requirement to affirmatively further fair housing applies to all aspects of county government, not just HUD programs. Second, an urban county has an obligation to ensure that each local unit of government within its boundary that participates in its federal programs affirmatively furthers fair housing. When an urban county makes this pledge to HUD, it is making the promise not just in its own right but also on behalf of each local unit of government in the county.

This does not necessarily mean that each municipality must finance and develop affordable housing, but it does mean that no municipality may impede or obstruct the creation of such housing by other entities. An urban county should provide CDBG and HOME funds to municipalities that affirmatively further fair housing. Furthermore, an urban county should not provide CDBG or HOME funds to municipalities that impede fair housing as such actions undermine the urban county's own obligation to affirmatively further fair housing.

Finally, within the scope of its authority, an urban county must take action to eliminate barriers to fair housing wherever they may exist in the county.

C. FAIR HOUSING CHOICE

Equal and free access to residential housing (housing choice) is a fundamental right that enables members of the protected classes to pursue personal, educational, employment or other goals. Because housing choice is so critical to personal development, fair housing is a goal that government, public officials and private citizens must embrace if equality of opportunity is to become a reality.

The federal Fair Housing Act prohibits discrimination in housing based on a person's race, color, religion, sex, disability, familial status or national origin. Persons who are protected from discrimination by fair housing laws are referred to as members of the protected classes.

This Analysis encompasses the following five areas related to fair housing choice:

- The sale or rental of dwellings (public and private)
- The provision of financing assistance for dwellings
- Public policies and actions affecting the approval of sites and other building requirements used in the approval process for the construction of publicly assisted housing
- The administrative policies concerning community development and housing activities, which affect opportunities of minority households to select housing inside or outside areas of minority concentration, and
- Where there is a determination of unlawful segregation or other housing discrimination by a court or a finding of noncompliance by the U.S. Department of Housing and Urban Development (HUD) regarding assisted housing in a recipient's jurisdiction, an analysis of the actions which could be taken by the recipient to remedy the discriminatory condition, including actions involving the expenditure of funds made available under 24 CFR Part 570 (i.e., the CDBG program regulations).

As a federal entitlement community, the Urban County of Travis County has specific fair housing planning responsibilities. These include:

- Conducting an Analysis of Impediments to Fair Housing Choice
- Developing actions to overcome the effects of identified impediments to fair housing, and
- Maintaining records to support the jurisdiction's initiatives to affirmatively further fair housing.

HUD interprets these three certifying elements to include:

- Analyzing housing discrimination in a jurisdiction and working toward its elimination
- Promoting fair housing choice for all people
- Providing racially and ethnically inclusive patterns of housing occupancy
- Promoting housing that is physically accessible to, and usable by, all people, particularly individuals with disabilities, and
- Fostering compliance with the nondiscrimination provisions of the Fair Housing Act.

This Analysis will:

- Evaluate population, household, income and housing characteristics by protected classes in each of the jurisdictions
- Evaluate public and private sector policies that impact fair housing choice
- Identify blatant or de facto impediments to fair housing choice where any may exist, and
- Recommend specific strategies to overcome the effects of any identified impediments.

HUD defines an impediment to fair housing choice as any actions, omissions or decisions that restrict or have the effect of restricting the availability of housing choices, based on race, color, religion, sex, disability, familial status or national origin.

This Analysis serves as the basis for fair housing planning, provides essential information to policy makers, administrative staff, housing providers, lenders, and fair housing advocates, and assists in building public support for fair housing efforts. The elected governmental bodies are expected to review and approve the Analysis and use it for direction, leadership and resources for future fair housing planning.

The Analysis will also serve as a point-in-time baseline against which future progress in terms of implementing fair housing initiatives will be evaluated and recorded.

C. THE FEDERAL FAIR HOUSING ACT

i. What housing is covered?

The federal Fair Housing Act covers most housing. In some circumstances, the Act exempts owner-occupied buildings with no more than four units, single family housing sold or rented without the use of a broker, and housing operated by organizations and private clubs that limit occupancy to members.

ii. What does the Fair Housing Act prohibit?

a. In the sale and rental of housing

No one may take any of the following actions based on race, color, religion, sex, disability, familial status or national origin:

- Refuse to rent or sell housing
- Refuse to negotiate for housing
- Make housing unavailable
- Deny a dwelling
- Set different terms, conditions or privileges for the sale or rental of a dwelling
- Provide different housing services or facilities
- Falsely deny that housing is available for inspection, sale, or rental
- For profit, persuade owners to sell or rent (blockbusting), or
- Deny anyone access to or membership in a facility or service (such as a multiple listing service) related to the sale or rental of housing.

b. In mortgage lending

No one may take any of the following actions based on race, color, religion, sex, disability, familial status or national origin:

- Refuse to make a mortgage loan
- Refuse to provide information regarding loans
- Impose different terms or conditions on a loan, such as different interest rates, points or fees
- Discriminate in appraising property
- Refuse to purchase a loan, or
- Set different terms or conditions for purchasing a loan.

c. Other prohibitions

It is illegal for anyone to:

- Threaten, coerce, intimidate or interfere with anyone exercising a fair housing right or assisting others who exercise that right
- Advertise or make any statement that indicates a limitation or preference based on race, color, religion, sex, disability, familial status, or national origin. This prohibition against discriminatory advertising applies to single family and owner-occupied housing that is otherwise exempt from the Fair Housing Act.

iii. Additional protections for people with disabilities

If someone has a physical or mental disability (including hearing, mobility and visual impairments, chronic alcoholism, chronic mental illness, AIDS, AIDS Related Complex and mental retardation) that substantially limits one or more major life activities, or has a record of such a disability, or is regarded as having such a disability, a landlord may not:

- Refuse to let the disabled person make reasonable modifications to a dwelling or common use areas, at the disabled person's expense, if necessary for the disabled person to use the housing. Where reasonable, the landlord may permit changes only if the disabled person agrees to restore the property to its original condition when he or she moves.
- Refuse to make reasonable accommodations in rules, policies, practices or services if necessary for the disabled person to use the housing. For example, a building with a "no pets" policy must make a reasonable accommodation and allow a visually impaired tenant to keep a guide dog.

iv. Housing opportunities for families with children

Unless a building or community qualifies as housing for older persons, it may not discriminate based on familial status. That is, it may not discriminate against families in which one or more children under the age 18 live with:

- A parent or
- A person who has legal custody of the child or children or
- The designee of the parent or legal custodian, with the parent or custodian's written permission.

Familial status protection also applies to pregnant women and anyone securing legal custody of a child under age 18.

Housing for older persons is exempt from the prohibition against familial status discrimination if:

- The HUD Secretary has determined that it is specifically designed for and occupied by elderly persons under a federal, state or local government program, or
- It is occupied solely by persons who are 62 or older, or
- It houses at least one person who is 55 or older in at least 80% of the occupied units, and adheres to a policy that demonstrates the intent to house persons who are 55 or older, as previously described.

A transition period permits residents on or before September 13, 1988 to continue living in the housing, regardless of their age, without interfering with the exemption.

D. THE TEXAS FAIR HOUSING ACT

The Texas Fair Housing Act (TFHA), codified in Chapter 301 of the Texas Property Code, prohibits housing discrimination based on the same seven protected classes as the federal Fair Housing Act. The TFHA covers most housing but in some circumstances, exempts owner-occupied buildings with no more than four units, single-family housing sold or rented without the use of a broker and housing operated by organizations and private clubs that limit occupancy to members.

One distinction between the TFHA and national standards is the interpretation of disability. Section 301.003(6) of the Property Code follows its definition of disability with specific exceptions that do not appear in the Fair Housing Act, Americans with Disabilities Act (ADA) or Rehabilitation Act: "The term [disability] does not include current illegal use or addiction to any drug or illegal or federally controlled substance and does not apply to an individual because of an individual's sexual orientation or because that individual is a transvestite." While persons currently with or recovering from substance abuse problems are considered to have a disability under both the ADA and the Fair Housing Act, Texas law is generally interpreted as not prohibiting discrimination against alcoholics or drug users in treatment or recovery. National laws do not prohibit discrimination on the basis of sexual orientation or gender identity, but they also do not specifically exclude these categories.

The TFHA includes the same prohibitions involving the sale or rental of housing and mortgage lending as the federal Fair Housing Act.

The Texas Workforce Commission Civil Rights Division (TWCCRD) is the administrative agency tasked with overseeing the processing and investigation of fair housing complaints filed with the State of Texas. TWCCRD was created by the Texas Commission on Human Rights Act, which charged the agency with enforcing the state's anti-discrimination laws.

State or local laws may be certified as substantially equivalent to the federal Fair Housing Act when the U.S. Department of Housing and Urban Development (HUD) determines that the law provides rights, procedures, remedies and judicial review provisions that are substantially equivalent to the Act. Currently, the TWCCRD participates in HUD's Fair Housing Assistance Program (FHAP) by virtue of the Texas Fair Housing Act having been deemed substantially equivalent to the federal Fair Housing Act. TWCCRD's participation allows the agency the opportunity to receive funding to support a variety of fair housing administrative and enforcement activities, including complaint processing, training, implementation of data and information systems and other special projects.

E. COMPARISON OF ACCESSIBILITY STANDARDS

There are several standards of accessibility referenced throughout the AI. These standards are listed below along with a summary of the features within each category or a reference to the full set of detailed standards.

i. Fair Housing Act

In buildings that are ready for first occupancy after March 13, 1991 and include four or more units:

- There must be an accessible entrance on an accessible route.
- Public and common areas must be accessible to persons with disabilities
- Doors and hallways must be wide enough for wheelchairs
- All ground floor units and all units in elevator buildings must have:
  - An accessible route into and through the unit
  - Accessible light switches, electrical outlets, thermostats and other environmental controls
  - Reinforced bathroom walls to allow later installation of grab bars, and
  - Kitchens and bathrooms that can be used by people in wheelchairs.

If a building with four or more units has no elevator and will be ready for first occupancy after March 13, 1991, these standards apply to ground floor units. These requirements for new buildings do not replace any more stringent standards in state or local law.

ii. Americans with Disabilities Act (ADA)

Title II of the ADA applies to state and local services, including state and local housing programs. Government entities are obliged to assure that housing financed through state and local programs complies with ADA accessibility guidelines. A complete description of the guidelines can be found at *www.ada.gov/stdspdf.htm*.

iii. Uniform Federal Accessibility Standards (UFAS)

UFAS accessibility standards are required for facility accessibility by people with motor and sensory disabilities for Federal and federally-funded facilities. These standards are to be applied during the design, construction, and alteration of buildings and facilities to the extent required by the Architectural Barriers Act of 1968, as amended. A complete description of the guidelines can be found at *www.access-board.gov/ufas/ufas-html/ufas.htm*.

iv. Visitability Standards

The term "visitability" refers to single-family housing designed in such a way that it can be lived in or visited by people with disabilities. A house is visitable when it meets three basic requirements:

- At least one no-step entrance
- Doors and hallways wide enough to navigate a wheelchair through, and
- A bathroom on the first floor large enough to allow a person in a wheelchair to enter and close the door.

v. Universal Design

Universal design is the design of products and environments to be usable by all people, to the greatest extent possible, without adaptation or specialized design. Seven principles guide Universal Design. These include:

- Equitable use (e.g., make the design appealing to all users)
- Flexibility in use (e.g., accommodate right- or left-handed use)
- Simple and intuitive use (e.g., eliminate unnecessary complexity)
- Perceptible information (e.g., provide compatibility with a variety of techniques or devices used by people with sensory limitations)
- Tolerance for error (e.g., provide fail-safe features)
- Low physical effort (e.g., minimize repetitive actions)
- Size and space for approach and use (e.g., accommodate variations in hand and grip size).

F. METHODOLOGY

The firm of Mullin & Lonergan Associates, Inc. (M&L) was retained as consultants to conduct the Analysis of Impediments to Fair Housing Choice. M&L utilized a comprehensive approach to complete the Analysis involving the Urban County of Travis County. The following sources were utilized:

- The most recently available demographic data regarding population, household, housing, income, and employment at the census tract and municipal level
- Public policies affecting the siting and development of housing
- Administrative policies concerning housing and community development
- Financial lending institution data from the Home Mortgage Disclosure Act (HMDA) database
- Agencies that provide housing and housing related services to members of the protected classes
- The Consolidated Plan, Annual Plans and CAPERs for the Urban County
- Fair housing complaints filed with HUD and the Texas Workforce Commission Civil Rights Division
- Real estate advertisements from area newspapers of record
- Historic race and ethnicity data and shapefiles from a National Historic GIS, a project of the University of Minnesota Population Center
- The Geography of Opportunity report and shapefiles created for the Austin region through a collaborative project with the Kirwan Institute
- Interviews conducted with agencies and organizations that provide housing and housing related services to members of the protected classes.

G. ANALYTICAL APPROACH

Fair housing choice is defined as the ability of persons, regardless of race, color, religion, sex, disability, familial status, or national origin, of similar income levels to have available to them the same housing choices. This AI analyzes a range of fair housing issues regardless of a person's income. To the extent that members of the protected classes, those who are protected from discrimination by fair housing laws, tend to have lower incomes, then access to fair housing is related to affordable housing. In many areas across the U.S., a primary impediment to fair housing is a relative absence of affordable housing. Often, however, the public policies implemented in towns and cities create, or contribute to, the lack of affordable housing in these communities, thereby disproportionately affecting housing choice for members of the protected classes.

This document goes well beyond an analysis of the adequacy of affordable housing in Travis County. This AI defines the relative presence of members of the protected classes within the context of factors that influence the ability of the protected classes to achieve equal access to housing and related services.

Throughout this report, emphasis is placed on the Urban County rather than on the entire county of Travis County. The Urban County of Travis County includes all of the unincorporated area within Travis County and one incorporated place, the Village of Webberville. The Urban County CDBG program does not currently include any other incorporated cities or villages. This analysis includes includes data on those areas for purposes of comparison.

In all cases, the latest available data was used to describe the most appropriate geographic unit of analysis. In most cases, 2010 Census data and 2010 American Community Survey (ACS) were available and incorporated into this report. Where the margin of error for block group estimates was unacceptably high due to small sample size, census tract data has been used.

H. DEVELOPMENT OF THE AI

Within the Department of Health and Human Services and Veterans Services, the Travis County CDBG Office was the lead agency for the preparation and implementation of the AI. The CDBG staff identified and invited numerous stakeholders to participate in the process for the purpose of developing a thorough analysis with a practical set of recommendations to eliminate impediments to fair housing choice, where identified.

The County engaged in a consultation process with local public agencies, nonprofit organizations and other interested entities in an effort to develop a community planning process for the AI. A series of written questionnaires were mailed to many of the interviewees and detailed lists of issues were developed for the focus group sessions and interviews.

During the week of June 12, 2012, the consulting team conducted a series of focus group sessions and individual interviews to identify current fair housing issues impacting the various agencies and organizations and their clients. Comments received through these meetings and interviews are incorporated throughout the AI, where appropriate.

Public meetings were held at two separate sites on consecutive evenings to solicit comment on fair housing issues. While no members of the public attended a meeting on June 12 at the West Rural Community Center, several residents participated in a meeting at the South Rural Community Center on June 13. Public notices announcing the meeting were distributed in English and Spanish among social service providers and posted in well-trafficked public locations. Translators were available at both meetings.

A completed draft of the AI will be placed on public display at various community locations and online for 30 days, during which time stakeholders and members of the public will be invited to review the analysis and submit any comments. Any comments received will be addressed in an appendix to this document. Notice of the public display period will be disseminated according to the County's Citizen Participation Plan.

3 DEMOGRAPHIC AND HOUSING MARKET CONDITIONS

Overview of Settlement Patterns

Beyond the continually broadening borders of the City of Austin, Travis County continues to experience rapid population growth that increasingly demands the conscious effort of balance. As land historically spanned by farms and ranches gives way to the development of livable neighborhoods, community interests and individual property rights are more often at odds. The limited public resources available for investment in water, sewer, road and other infrastructure demand equitable and strategic distribution. The demographic characteristics of the County's population continue to shift in ways driven by the local and national economy and housing market. These and other conditions present an opportunity for unprecedented integration, as Travis County's policies concerning fair housing are now more critical than ever to the developing identities of its communities.

Racial integration in Travis County was spurred by the outcome of *Sweatt v. Painter*, a 1950 U.S. Supreme Court decision that rejected the prevalent "separate but equal" doctrine by requiring the University of Texas to fully integrate its Black students. The case paved the way for the Court's *Brown v. Board of Education* ruling four years later that declared segregated public schools to be illegal. At that point, public schools in Travis County began to integrate. In addition to Black residents, Hispanic residents fought discrimination in the 1960s and 1970s, though some measure of success became clear as minorities were represented in government. Blacks and Hispanics became school board members, state representatives, city councilors and Travis County Commissioners during the late 1960s through the 1970s.[1] During AI interviews, stakeholders referred generally to a crescent-shaped pattern of minority (traditionally Black) concentration. This section of the report will explore and characterize such patterns.

Like all county governments in Texas, Travis County is authorized to exercise only limited authority over development regulation. This has allowed for land consumption to proceed mostly unfettered in unincorporated areas, which is where a large portion of population growth during the last decade has occurred. A perceived freedom from land use controls represents a selling point for some households moving out of the City of Austin.[2] In 1980, about 85% of Travis County residents lived in Austin, compared to less than 74% in 2010. The decline comes in spite of the city's considerably aggressive annexation policies during those years. While population has continued to stream into the widening city, the net influx has been even greater in northern and southern suburbs and near Lake Travis.

[1] Smyrl, Vivian Elizabeth. Handbook of Texas Online (*www.tshaonline.org/handbook/online/articles/hct08*), July 2012. Published by the Texas State Historical Association.
[2] "Travis County Land Use Authority: Draft Report." Commissioners Court, July 2008. Prepared by NuStats, Austin, Texas.

Population Trends

FIGURE 3-1
Decennial Population Change, 1970-2010

	1970	1980	10-Year Change	1990	10-Year Change	2000	10-Year Change	2010	10-Year Change	% Change 1970 - 2010
Urban Travis County*						125,218		179,287	43.2%	
Travis County	295,516	419,573	42.0%	576,407	37.4%	812,280	40.9%	1,024,266	26.1%	246.6%
Austin-Round Rock MSA**	398,938	585,051	46.7%	846,227	44.6%	1,249,763	47.7%	1,716,289	37.3%	330.2%
State of Texas	11,198,655	14,225,513	27.0%	16,986,510	19.4%	20,851,820	22.8%	25,145,561	20.6%	124.5%

* Includes all unincorporated space plus Webberville. Populations of incorporated place parts within county unavailable prior to 2000.
**The definition of the MSA containing Austin changed in 2003 when the Austin-San Marcos MSA became the Austin-Round Rock MSA. All data is based on the 2005 MSA (CBSA) definition.
Source: U.S. Census Bureau

Travis County led all Texas counties in population growth between 2000 and 2010, notching a gain of 26.1% during the decade. This rate outpaced the remarkable 20.6% increase in total population statewide, which was driven primarily by minorities. Texas' non-White population accounted for about 90% of its net gain in residents since 2000, with Hispanics alone accounting for 65%.[3]

In total, the number of people living in Travis County has more than tripled since 1970, reflecting a population boom that has endured across the entire five-county Austin-Round Rock metropolitan statistical area (MSA). Since 1970, the MSA has decenially gained residents at a rate near or exceeding 40%. A higher rate across the more rural MSA compared to Travis County, especially since 2000, indicates that rural areas are growing more rapidly than the urban core.

Urban Travis County currently includes all unincorporated space plus the Village of Webberville.[4] In 2010, the Urban County represented 179,287 residents and 17.5% of the total population in Travis County. The Urban County's population swelled 42.9% during the last 10 years, indicating expansion of a much greater magnitude in unincorporated space than in Austin and other cities and towns. For comparison, across incorporated places only, the population grew 23%.

The overall population boom since 2000 reflects steady gain in the urban core outpaced by rapid growth across unincorporated areas of the County.

[3] Ramsey, Ross, et al. "Minorities Drove Texas Growth, Census Figures Show." *Texas Tribune*, February 18, 2011.
[4] As explained in the introduction, federal CDBG entitlement areas comprising the Urban County currently include unincorporated space and the Village of Webberville.

Differences in population stability, shown in Figure 3-2, are less apparent at the municipal level due to changes in incorporation status and municipal boundaries. Point Venture, Volente and Webberville were not counted by the Census Bureau as places in 2000, though they exist in 2010 data. Leander is largely in Williamson County, though 1,077 of it residents were counted in Travis County in 2010, suggesting community expansion. Large net gains prevailed.

Map 3-1 illustrates the shift in total population distribution that occurred between 1990 and 2010. Municipal boundaries, in this map and throughout the document, represent Census Bureau records and may not reflect annexations that have occurred since 2010.

FIGURE 3-2

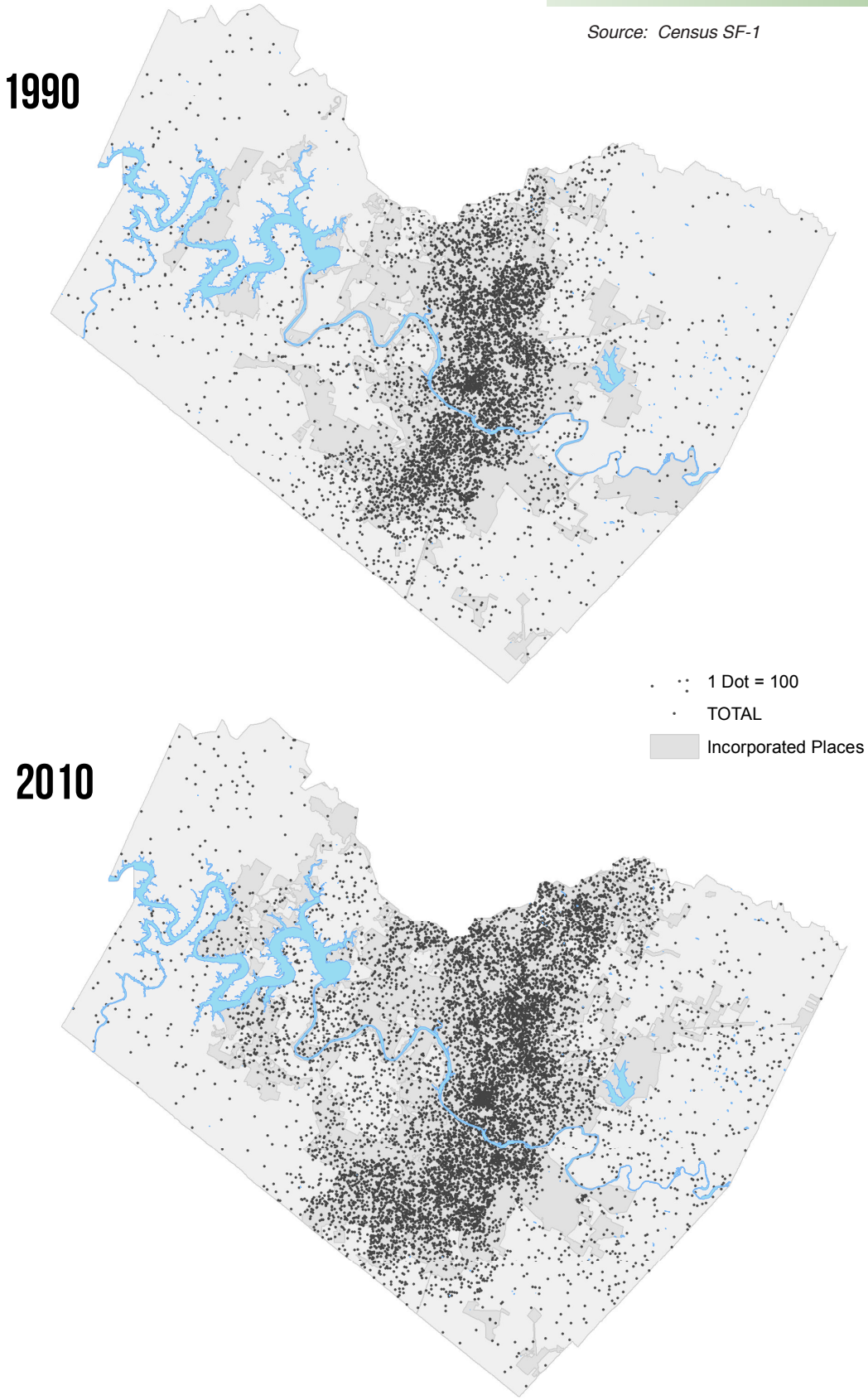
Population Change by Municipality, 2000-2010

Municipality	2000	2010
Austin city*	644,752	754,691
Bee Cave village	656	3,925
Briarcliff village	895	1,438
Cedar Park city	541	489
Creedmoor city	211	202
Elgin city	33	909
Jonestown city	1,681	1,834
Lago Vista city	4,507	6,041
Lakeway city	8,002	11,391
Leander city	0	1,077
Manor city	1,204	5,037
Mustang Ridge city	409	434
Pflugerville city	16,335	46,636
Point Venture village	-	800
Rollingwood city	1,403	1,412
Round Rock city	1,076	1,362
San Leanna village	384	497
Sunset Valley city	365	749
The Hills village	1,492	2,472
Volente village	-	520
Webberville village**	-	392
West Lake Hills city	3,116	3,063
Total Incorporated Areas	**687,062**	**845,371**
Total Unincorporated Areas	**125,218**	**178,895**
Total Travis County	**812,280**	**1,024,266**

** Federal CDBG entitlement community*
*** Participates in Urban County program*
Note: Population figures account for only the portions of each place that fall within Travis County.
Source: Census 2000, 2010

MAP 3-1
Density Distribution of Total Population
by Block Group, 1990 and 2010

Source: Census SF-1



Since 2000, a gain in the raw number of White residents across Travis County has outpaced the gain among non-Whites, especially in the City of Austin. The number of White persons living in Travis County grew by 155,756 (28.1%), compared to a gain of 56,230 (21.8%) among non-Whites. Racial minorities constituted 30.7% of all County residents in 2010, whereas they constituted 31.8% in 2000.

It is worth noting that this White population growth includes some people who are Hispanic, because the Census counts origin and race as separate categories. The 2010 Census form asked respondents to identify their race and whether or not they are Hispanic, noting that "Hispanic origins are not races." Generally speaking, most people choosing "some other race" are Hispanic, but many Hispanic people alternately identify themselves as White, Black or another race.

By any measure, the areas within the CDBG jurisdiction of Travis County have become far more diverse during the last 10 years. Of the net increase of 56,230 non-White persons living across all of Travis County since 2000, 41.5% were found in unincorporated areas or Webberville. In total, the number of non-White residents in the Urban County climbed from 26,690 in 2000, representing 21.5% of the total, to 50,296 in 2010, representing 28.1% of all Urban County dwellers.

The juxtaposition of a growing White population in the City of Austin and growing non-White populations in its suburbs suggests the appeal of comparatively affordable options outside of the city for racial minority households, which typically have access to a range of housing options limited by lower household incomes. This generalization will be further explored later in this section of the AI, but was corroborated by AI interviews reporting a trend of reverse White flight, "bright flight," describing Austin as a destination attractive to wealthy young professionals who drive up housing demand and, therefore, price. Anecdotally, this is clear in the transformation of East Austin, where neighborhoods that were once affordable, isolated Black and/or Hispanic enclaves rapidly gentrified into "hipster havens" where minorities can no longer afford to live.[5]

FIGURE 3-3

Racial and Ethnic Population Composition, 2000-2010

	2000		2010	
	#	%	#	%
Urban Travis County*	**125,218**	**100.0%**	**179,287**	**100.0%**
White	98,258	78.5%	128,991	71.9%
Non-White	26,960	21.5%	50,296	28.1%
Black	7,878	6.3%	15,443	8.6%
Asian/Pacific Islander	5,502	20.4%	10,405	5.8%
American Indian	720	0.6%	1,343	0.7%
Some other race	9,917	7.9%	17,518	9.8%
Two or more races	2,943	2.4%	5,587	3.1%
Hispanic***	24,777	19.8%	51,774	28.9%
Total Travis County	**812,280**	**100.0%**	**1,024,266**	**100.0%**
White	554,058	68.2%	709,814	69.3%
Non-White	258,222	31.8%	314,452	30.7%
Black	75,247	9.3%	87,308	8.5%
Asian/Pacific Islander	36,845	4.5%	60,051	5.9%
American Indian	4,684	0.6%	8,555	0.8%
Some other race	118,294	14.6%	124,706	12.2%
Two or more races	23,152	2.9%	33,832	3.3%
Hispanic***	229,048	28.2%	342,766	33.5%

* Includes all unincorporated space and the village of Webberville.
** This category was not recorded in the 1990 Census.
*** Hispanic ethnicity is counted independently of race.
Source: Census 2000 and 2010 SF1

[5] Smithson, Cate. "Extreme Makeover: Gentrification Transforms East Austin." ABC News, April 27, 2009. Online: *http://abcnews.go.com/OnCampus/story?id=7399717&page=1#.UD_FMSIvmWQ*

As of 2010, more than one-third of all people living in Travis County were Hispanic, compared to 21.1% in 1990. Blacks represent a decreasing share of the minority population, accounting for 8.5% of all County residents in 2010, compared to 11% in 1990. These trends are illustrated in Figures 3-4 and 3-5.

Hispanics account for a smaller share of residents (28.9%) in the Urban County than in Travis County as a whole. The share of Blacks increased from 6.3% of the total population in 2000 to 8.6% in 2010.

Hispanics represent the Urban County's largest minority group, accounting for 28.9% of the total population in 2010.

FIGURE 3-4
Expansion of Diversity among Travis County Racial Minorities, 1990-2010

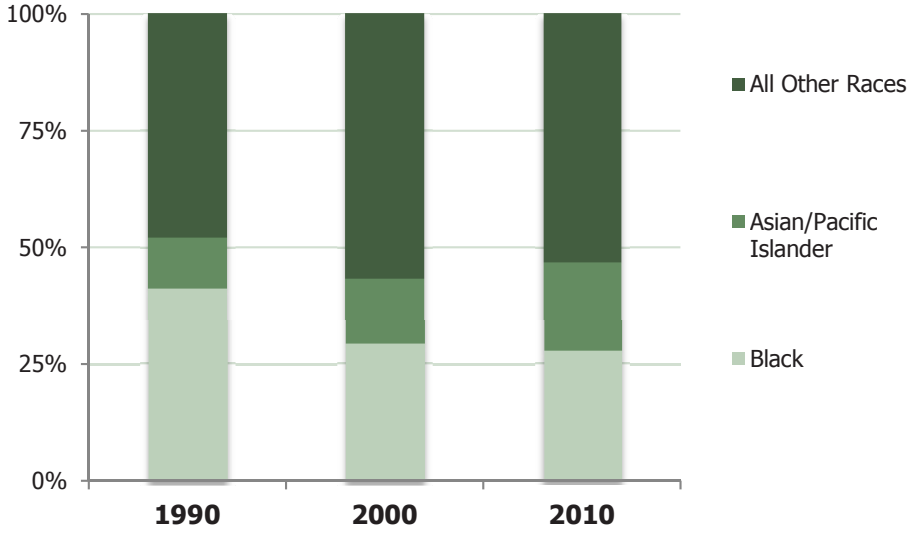


FIGURE 3-5
Changes in Travis County's Hispanic Population , 1990-2010

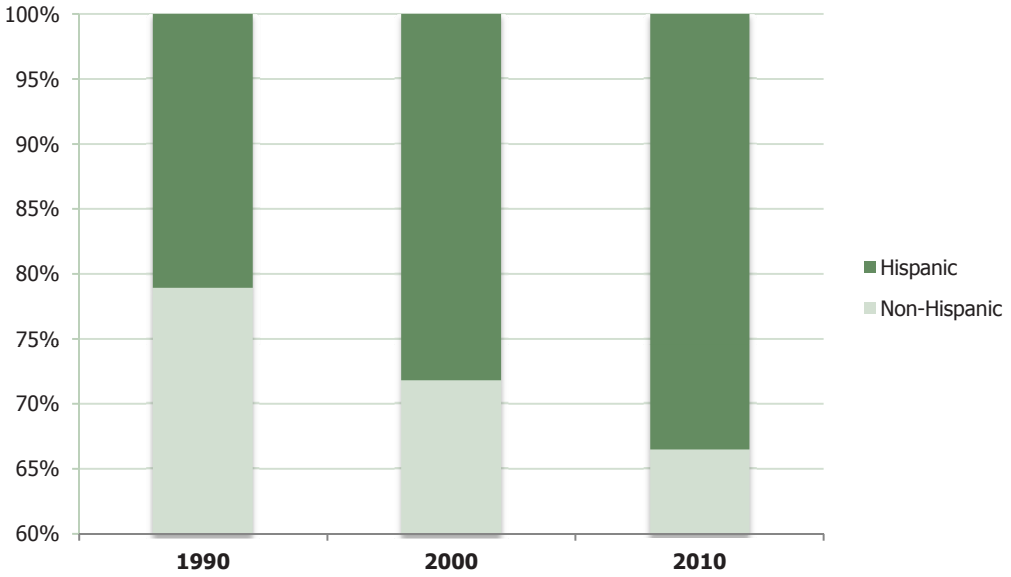
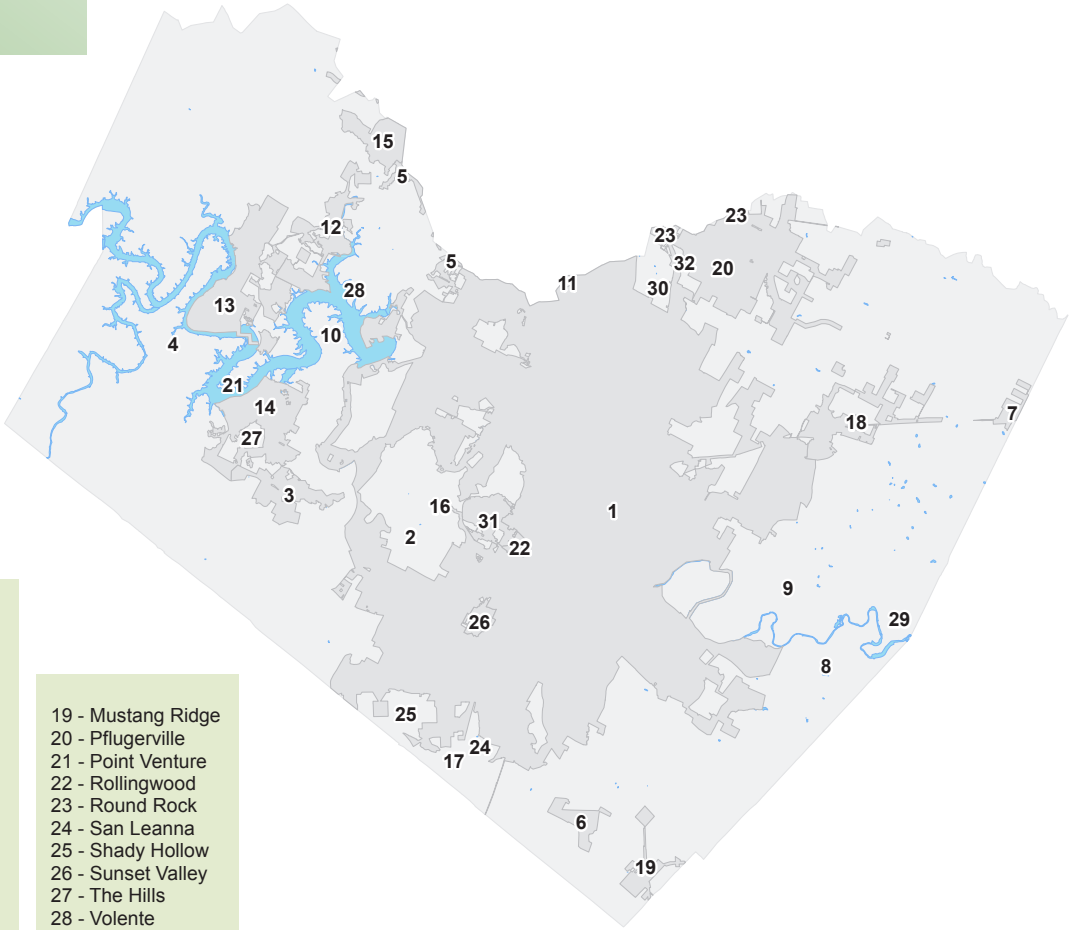


Figure 3-6 presents a breakdown of population by race and ethnicity in 2000 and 2010 for parts of incorporated places that are within Travis County. Some particular changes during that decade are worth note, such as the increase of 94,604 White residents in the Travis County portion of Austin as the City gained 72,224 Hispanic residents and *lost* 2,940 Black residents. Of Pflugerville's net gain of 30,301 citizens, 33.6% were Hispanic; 18.8% were Black.

Studying the distribution of population by race and ethnicity across the County in years prior to 2000 is difficult in tabular format, due primarily to changing geographic boundaries (both Census definitions and local border changes). Map 3-2 is a time series comparing the proportion of Black persons across tracts from 1970 to 2010, tracing distributional patterns across decades. Map 3-3 is a similar time series for the Hispanic population, but dates only back to 1980, the first Census for which data on the "Spanish origin" population was available. These historic patterns provide some context for the current areas of racial and ethnic concentration presented in later maps.

REFERENCE MAP
Places within
Travis County



1 - Austin
2 - Barton Creek
3 - Bee Cave
4 - Briarcliff
5 - Cedar Park
6 - Creedmoor
7 - Elgin
8 - Garfield
9 - Hornsby Bend
10 - Hudson Bend
11 - Jollyville
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13 - Lago Vista
14 - Lakeway
15 - Leander
16 - Lost Creek
17 - Manchaca
18 - Manor

19 - Mustang Ridge
20 - Pflugerville
21 - Point Venture
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23 - Round Rock
24 - San Leanna
25 - Shady Hollow
26 - Sunset Valley
27 - The Hills
28 - Volente
29 - Webberville
30 - Wells Branch
31 - West Lake Hills
32 - Windemere

Urban County Exceptions

FIGURE 3-6

Municipal Population by Race and Ethnicity, 2000 and 2010

	Total Population		White		Black		Asian	
	2000	2010	2000	2010	2000	2010	2000	2010
Austin city*	644,752	754,691	419,437	514,041	65,308	62,368	30,325	45,075
Bee Cave village	656	3,925	618	3,435	0	51	1	216
Briarcliff village	895	1,438	853	1,377	4	4	4	7
Cedar Park city	541	489	400	358	42	35	36	28
Creedmoor city	211	202	168	140	2	0	0	0
Elgin city	33	909	22	552	1	201	0	10
Jonestown city	1,681	1,834	1,551	1,651	17	15	7	29
Lago Vista city	4,507	6,041	4,237	5,574	38	73	30	39
Lakeway city	8,002	11,391	7,713	10,521	64	111	69	368
Leander city	0	1,077	0	977	0	20	0	40
Manor city	1,204	5,037	640	2,298	204	1,389	1	75
Mustang Ridge city	409	434	273	311	22	9	3	0
Pflugerville city	16,335	46,636	12,607	29,930	1,545	7,233	704	3,437
Point Venture village	-	800	-	757	-	7	-	8
Rollingwood city	1,403	1,412	1,347	1,341	0	0	32	33
Round Rock city	1,076	1,362	821	794	92	283	74	75
San Leanna village	384	497	348	451	3	8	2	10
Sunset Valley city	365	749	336	628	0	10	5	59
The Hills village	1,492	2,472	1,450	2,325	18	37	10	52
Volente village	-	520	-	477	-	4	-	19
Webberville village**	-	392	-	336	-	32	-	1
West Lake Hills city	3,116	3,063	2,979	2,885	9	7	40	66
Total Incorporated Areas	687,062	845,371	455,800	581,159	67,369	71,897	31,343	49,647
Travis County	**812,280**	**1,024,266**	**554,058**	**709,814**	**75,247**	**87,308**	**36,845**	**60,051**
Unincorporated Areas	125,218	178,895	98,258	128,655	7,878	15,411	5,502	10,404
Urban County	**125,218**	**179,287**	**98,258**	**128,991**	**7,878**	**15,443**	**5,502**	**10,405**

	Native American		Other		Two+ Races		Hispanic*	
	2000	2010	2000	2010	2000	2010	2000	2010
Austin city*	3,835	6,700	106,484	101,050	19,363	25,457	199,126	271,350
Bee Cave village	1	14	23	86	13	123	50	407
Briarcliff village	1	4	20	24	13	22	66	94
Cedar Park city	1	7	39	40	23	21	77	110
Creedmoor city	0	2	35	56	6	4	100	114
Elgin city	0	10	5	97	5	39	18	315
Jonestown city	7	11	60	84	42	44	161	239
Lago Vista city	12	38	114	195	76	122	355	710
Lakeway city	10	30	69	125	77	236	337	836
Leander city	0	6	0	13	0	21	0	72
Manor city	18	48	316	1,001	25	226	587	2,395
Mustang Ridge city	20	2	81	107	10	5	213	292
Pflugerville city	39	289	993	4,053	447	1,694	2,727	12,907
Point Venture village	-	2	-	17	-	9	-	66
Rollingwood city	3	3	7	7	14	28	69	92
Round Rock city	2	5	68	142	19	63	139	405
San Leanna village	0	0	22	19	9	9	48	104
Sunset Valley city	1	3	17	30	6	19	45	133
The Hills village	5	19	2	16	7	23	33	158
Volente village	-	1	-	8	-	11	-	41
Webberville village**	-	1	-	20	-	2	-	192
West Lake Hills city	9	18	22	18	57	69	120	152
Total Incorporated Areas	3,964	7,213	108,377	107,208	20,212	28,247	204,271	291,184
Travis County	**4,684**	**8,555**	**118,294**	**124,706**	**118,294**	**33,832**	**229,048**	**342,766**
Unincorporated Areas	720	1,342	9,917	17,498	98,082	5,585	24,777	51,582
Urban County	**720**	**1,343**	**9,917**	**17,518**	**98,082**	**5,587**	**24,777**	**51,774**

** Federal CDBG entitlement community*

*** Participates in Urban County program*

Note: Population figures account for only the portions of each place that fall within Travis County.

Source: Census 2000, 2010

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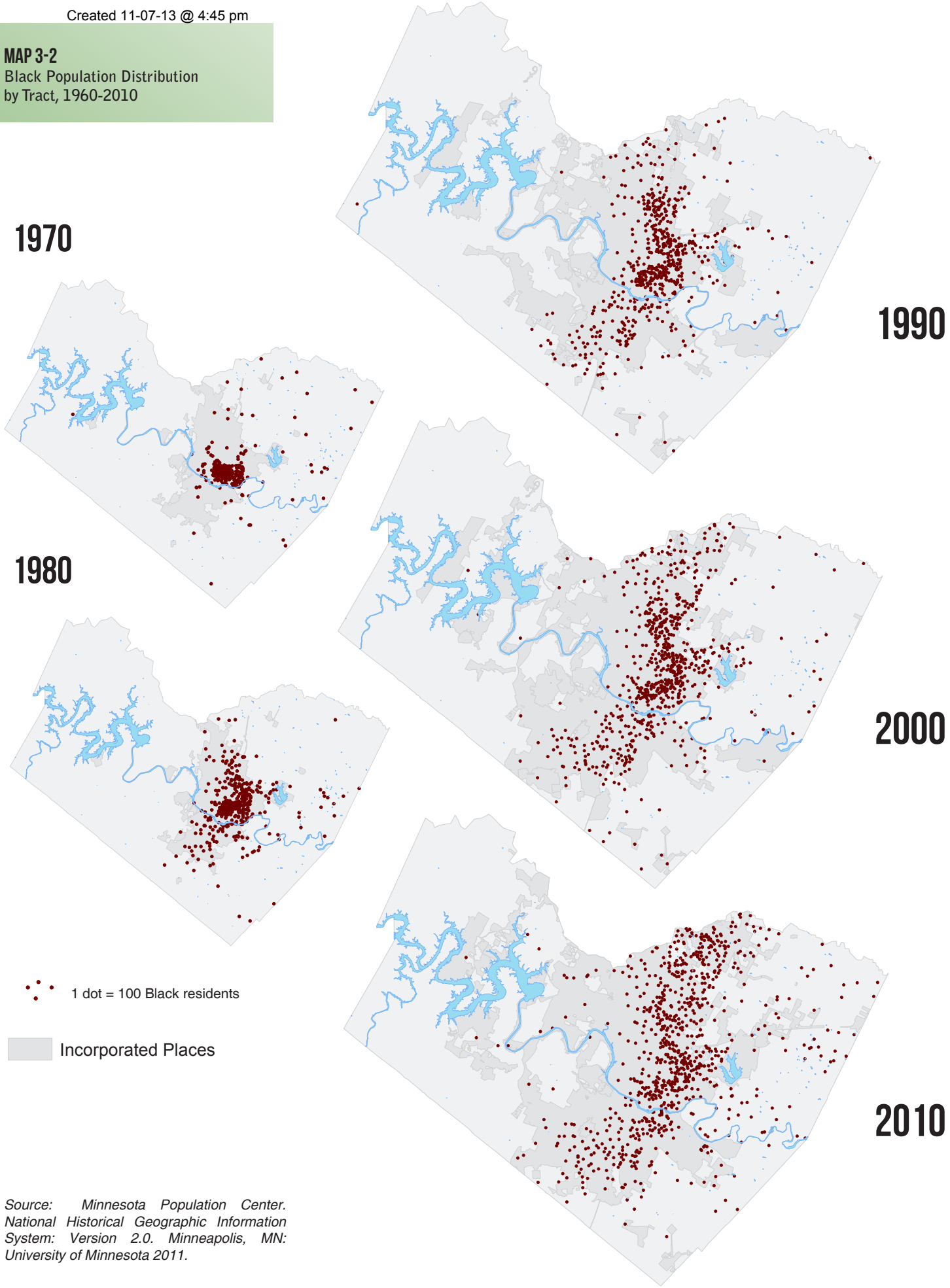
MAP 3-2
Black Population Distribution
by Tract, 1960-2010



Source: Minnesota Population Center. National Historical Geographic Information System: Version 2.0. Minneapolis, MN: University of Minnesota 2011.

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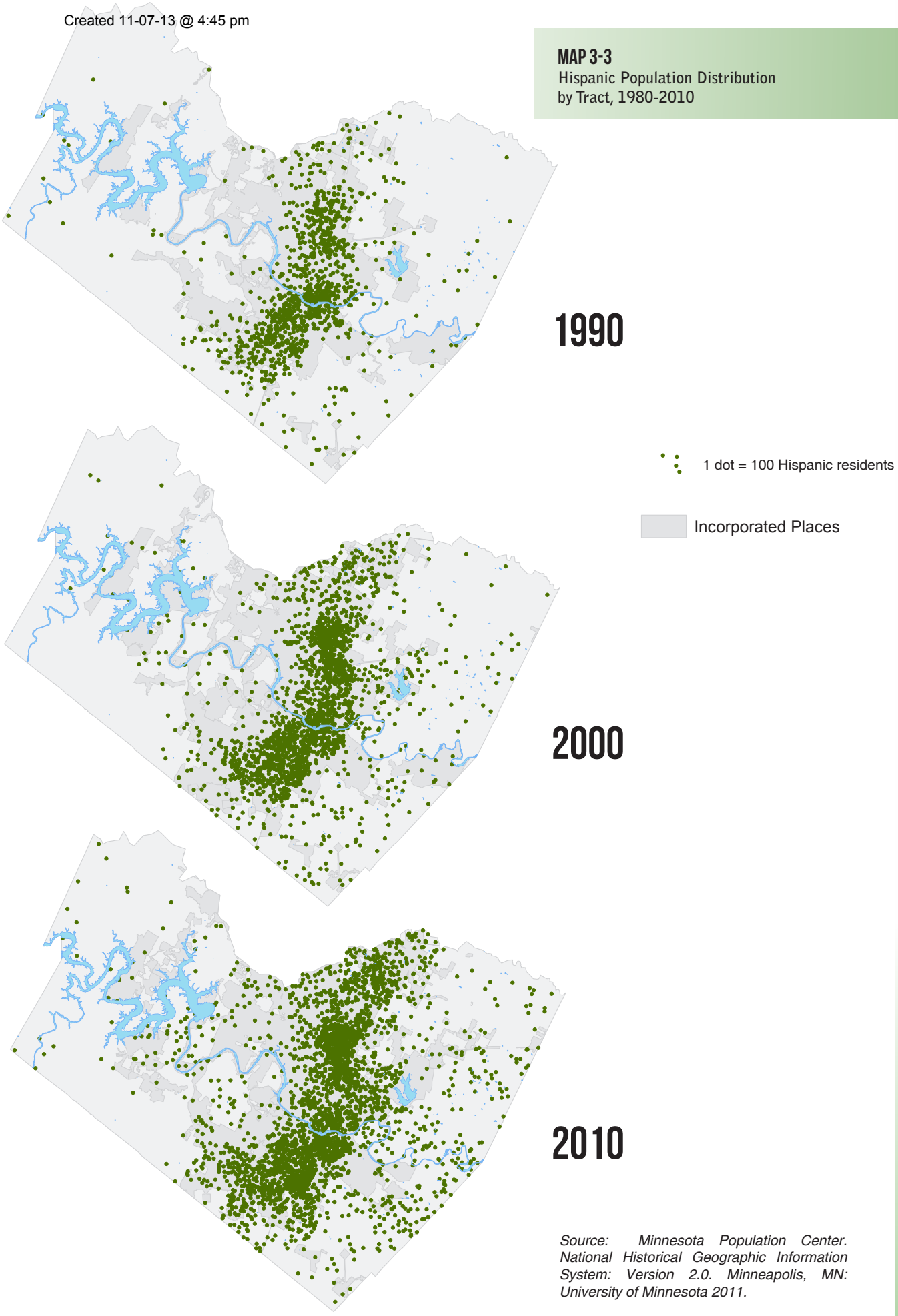
MAP 3-3
Hispanic Population Distribution
by Tract, 1980-2010



Source: Minnesota Population Center. National Historical Geographic Information System: Version 2.0. Minneapolis, MN: University of Minnesota 2011.

Racial and/or Ethnic Concentrations

Travis County's Consolidated Plan for FY 2011-2013 establishes a threshold for defining areas of racial or ethnic concentration: A concentrated area is any in which the percentage of a single ethnic or minority group is at least 10 percentage points higher than across the County overall. For purposes of the AI, census block groups were determined to be the most appropriate unit of analysis, and countywide minority group thresholds were determined to identify a manageable number of concentrated areas in the Urban County. (In cases where whole County and Urban County thresholds differ more substantially than they do here, it is possible that selecting the former would result in few or no rural areas of concentration.)

Across Travis County in 2010, Blacks comprised 8.5% of the population. Therefore, an area of Black concentration would include any block group where the percentage of Black residents is 18.5% or higher. Of the 87 block groups across the Urban County, seven (8%) met this criterion, all of which were also areas of Hispanic concentration. An area of Asian concentration, by the same definition, would include any tract where the percentage of Asian residents is 15.9% or higher. Of the 87 block groups in the Urban County, two met this criterion. In Hispanic-concentrated block groups, at least 43.5% of the population is Hispanic. Of 87 total unincorporated block groups, 20 (23%) met this definition.

The CDBG program includes a statutory requirement that at least 70% of funds invested benefit low and moderate income (LMI) persons. As a result, HUD provides the percentage of LMI persons in each census block group for entitlements such as Travis County. Travis County invests its CDBG funds primarily in areas where the percentage LMI persons is 45.14% or higher (LMI areas). Generally, the LMI percentage required for CDBG eligibility is 51%. However, due to a more affluent population in some areas of the County, HUD has established an "exception criteria" that lowers the LMI percentage requirement for Travis County to 45.14%.

Map 3-4 displays the distribution of racially and/or ethnically concentrated block groups in the Urban County. Map 3-5 shows block groups where at least 45.14% of persons are considered low- or moderate-income by HUD standards. Map 3-6 compares the block groups meeting those criteria with LMI block groups, demonstrating the large extent to which they overlap. Map 3-7 isolates block groups meeting both criteria, which will be referred to as impacted areas in other sections of the AI.

There are 22 racially and/or ethnically concentrated LMI block groups in the Urban County, most of which qualify as low- and moderate income (LMI).

FIGURE 3-7

Racially and/or Ethnically Concentrated Areas, 2010

Vicinity	Tract	Block Group	Population	Race and Ethnicity		
				Black	Asian	Hispanic
Travis County			**1,024,266**	**8.5%**	**5.9%**	**33.5%**
Urban County*			**179,287**	**8.6%**	**5.8%**	**28.9%**
Manchaca	1772	2	1,787	4.0%	4.2%	**53.3%**
NE of Austin	1840	1	4,713	16.0%	6.7%	**51.8%**
South of Pflugerville	1841	1	8,097	16.8%	**18.8%**	37.0%
NE of Austin	1841	2	2,024	2.8%	2.4%	**61.3%**
Windemere	1851	1	2,227	10.5%	**17.8%**	21.9%
Eastern Austin border	2201	1	1,080	**47.9%**	0.6%	**46.9%**
Eastern Austin border	2202	3	4,447	**33.8%**	0.2%	**58.9%**
Hornsby Bend/Webberville	2207	1	2,846	**18.6%**	0.2%	**66.0%**
Hornsby Bend/Webberville	2207	2	5,533	**28.2%**	0.9%	**55.3%**
South of Elgin	2209	1	3,077	**28.1%**	0.9%	**51.3%**
South of Manor	2209	2	2,721	**19.6%**	0.8%	**49.5%**
North of Webberville	2210	2	2,462	4.6%	0.3%	**55.8%**
Eastern Austin border	2212	1	567	**21.7%**	0.9%	**57.8%**
Eastern Austin border	2310	2	2,484	8.8%	0.2%	**78.1%**
Southern Austin border	2426	1	6,182	11.0%	1.5%	**70.6%**
Southern Austin border	2428	2	4,097	6.3%	1.9%	**47.7%**
North of Creedmoor	2432	2	968	1.8%	0.8%	**75.2%**
Garfield/Webberville	2433	1	1,793	5.0%	0.2%	**48.4%**
Garfield	2433	2	4,188	13.3%	2.1%	**67.4%**
South of Creedmoor	2434	1	1,718	4.6%	1.1%	**57.3%**
SE of Austin	2435	2	5,036	12.6%	1.4%	**72.3%**
North of Mustang Ridge	2436	1	2,672	3.7%	0.4%	**73.0%**

*Includes all unincorporated space and the village of Webberville.

Source: 2010 Census SF-1

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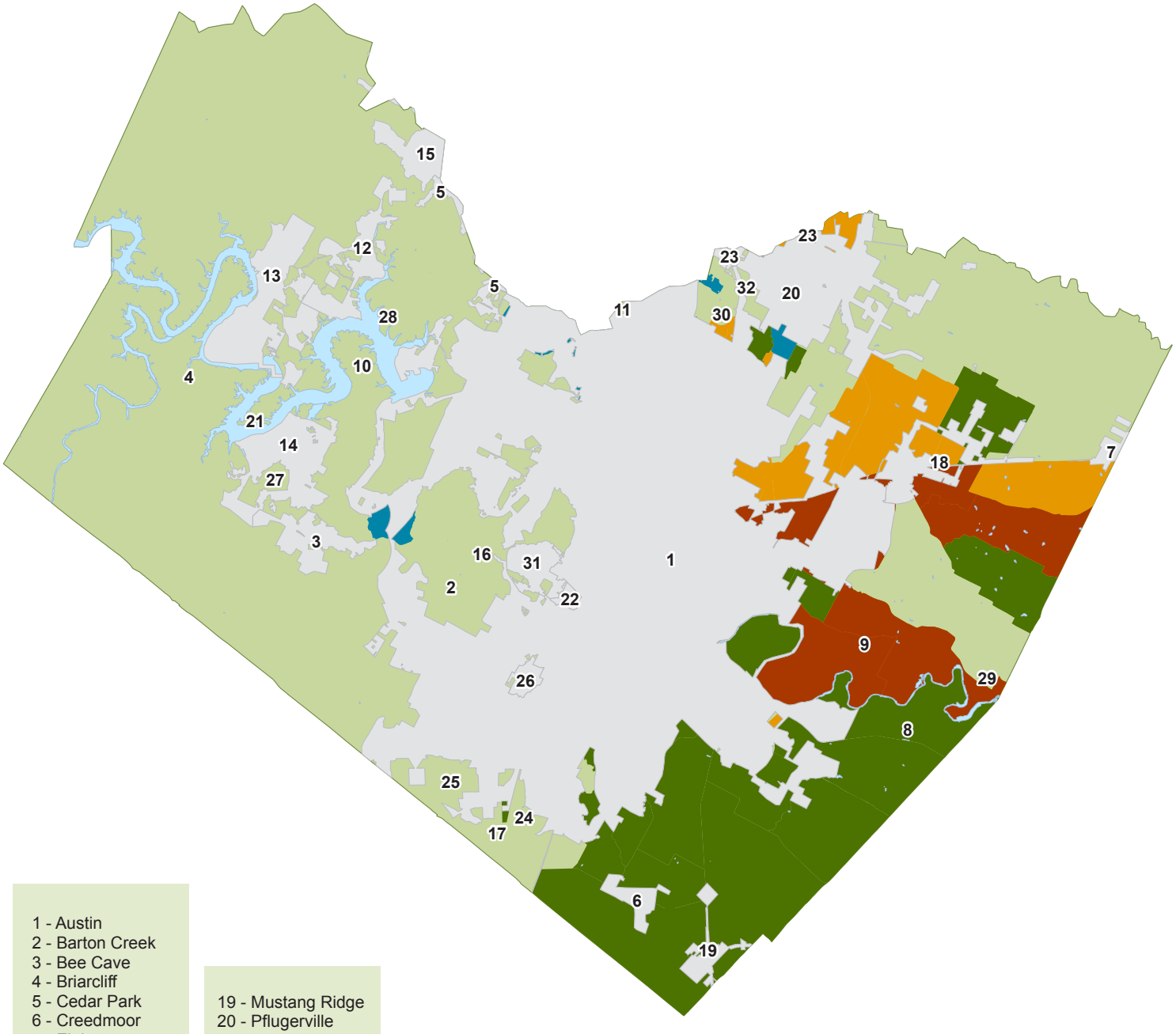
MAP 3-4
Areas of Racial and/or Ethnic Concentration, 2010

Source: 2010 Census SF-1



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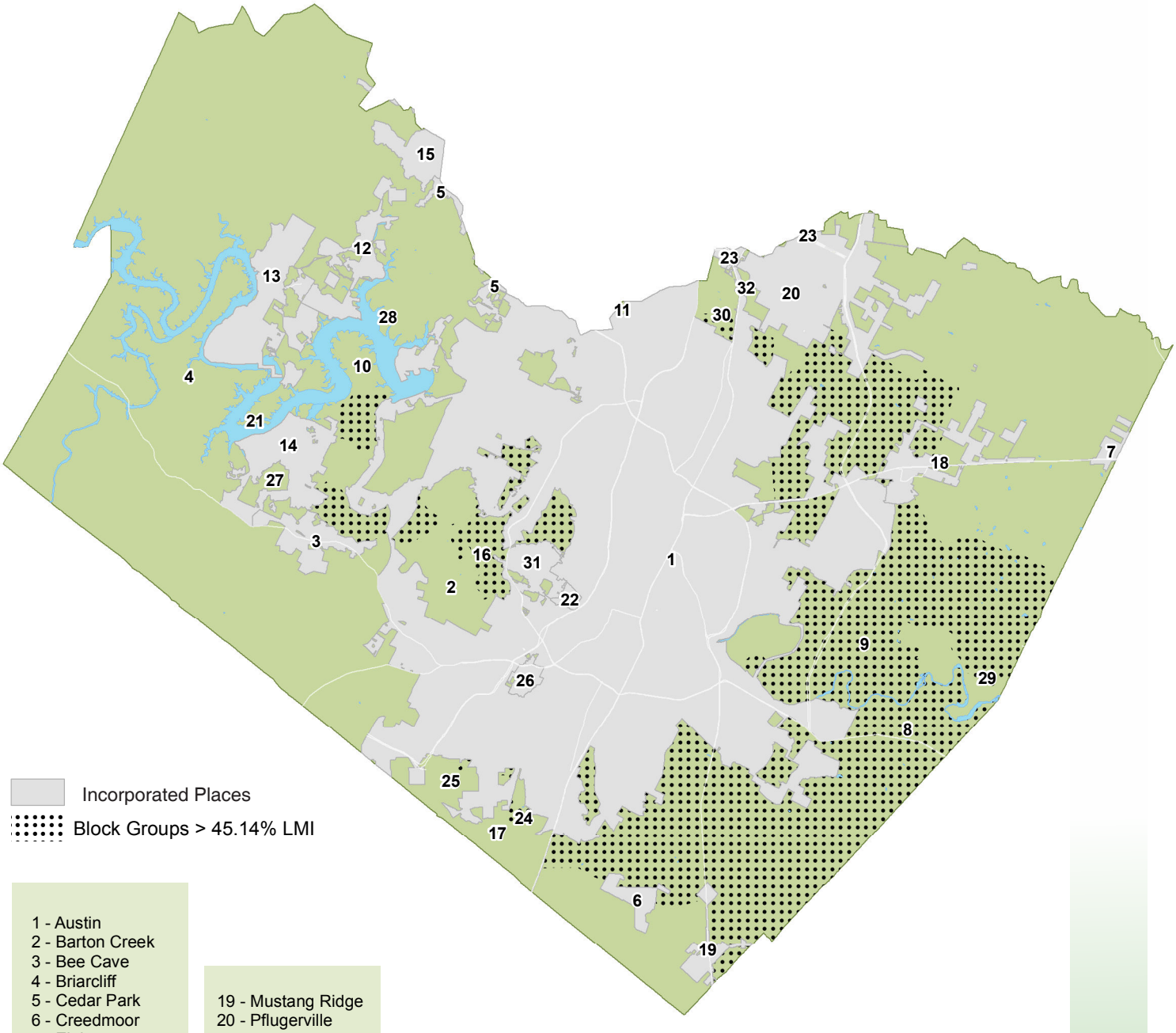
Incorporated Places
Black AND Hispanic Concentration
Black Concentration
Hispanic Concentration
Asian Concentration

Created 11-07-13 @ 4:45 pm

MAP 3-5
Block Groups of at Least 45.14% LMI, 2010

Source: 2012 HUD LMI Estimates



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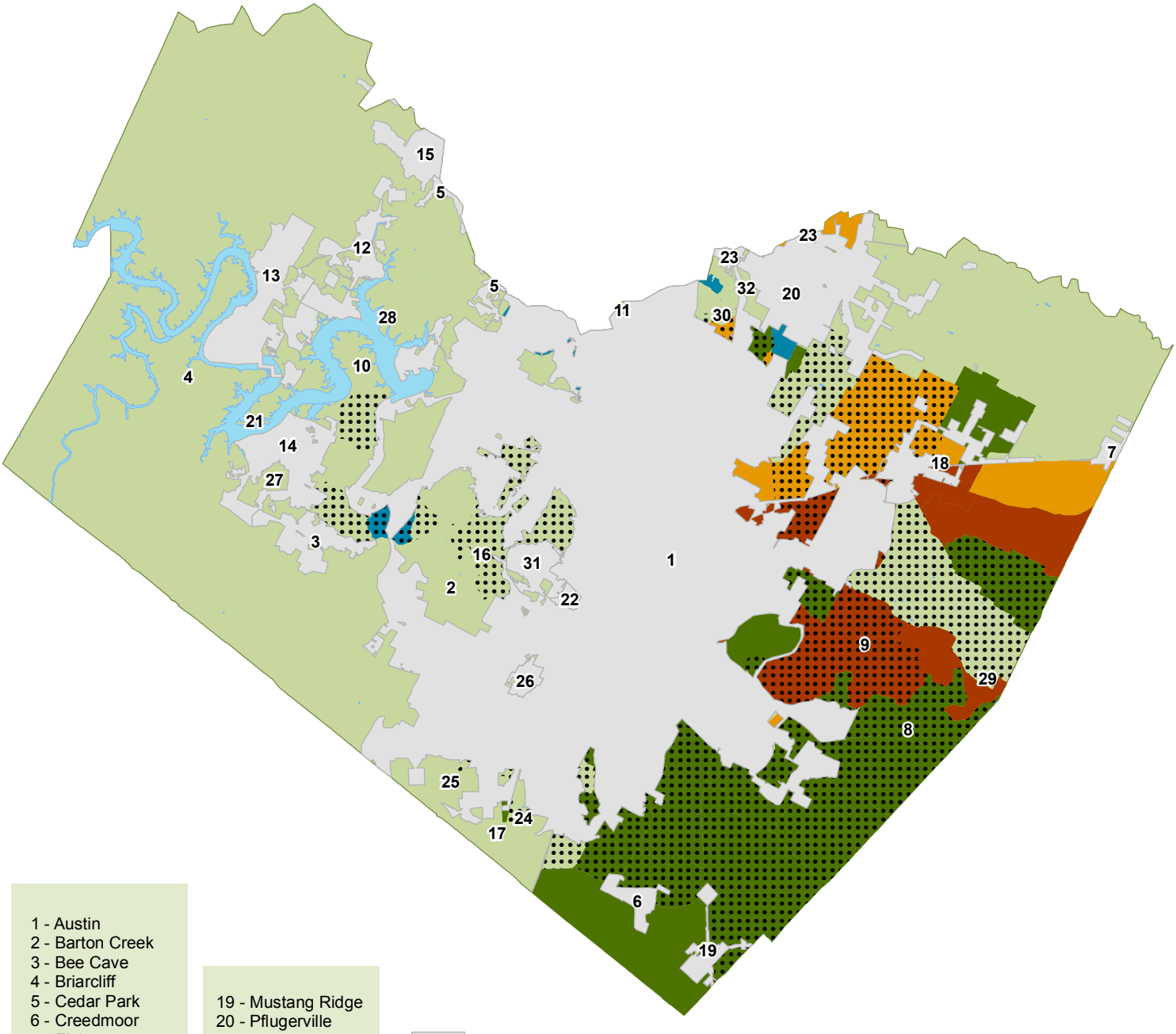
Created 11-07-13 @ 4:45 pm

MAP 3-6

Comparison of LMI and Racially/Ethnically Concentrated Block Groups, 2010

Sources: 2010 Census SF-1, 2012 HUD LMI Estimates



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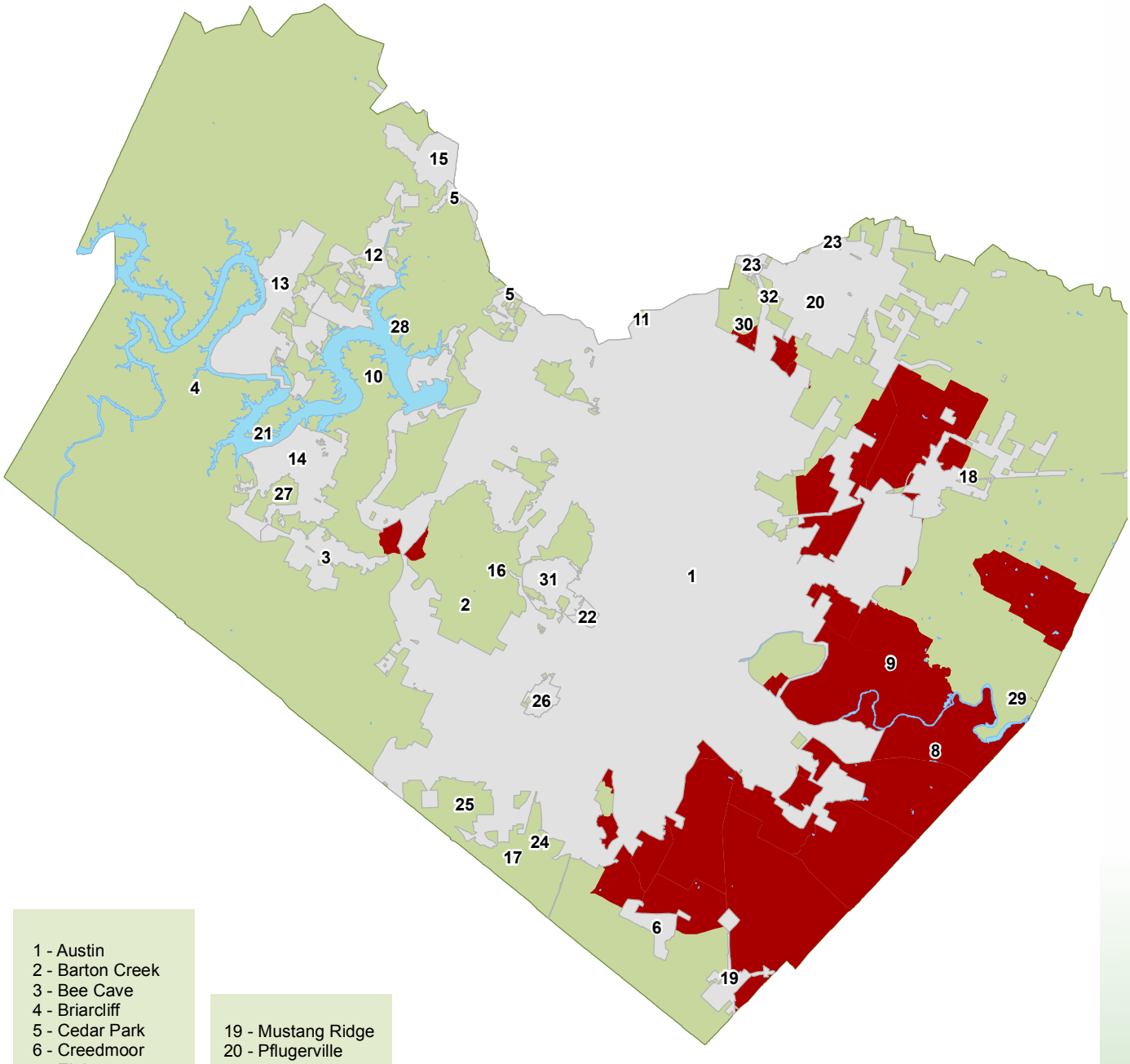
Incorporated Places
Block Groups > 45.14% LMI
Black AND Hispanic Concentration
Asian AND Black Concentration
Black Concentration
Hispanic Concentration
Asian Concentration

Created 11-07-13 @ 4:45 pm

MAP 3-7
Impacted Block Groups, 2010

Sources: 2010 Census SF-1, 2012 HUD LMI Estimates



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Incorporated Places
Impacted Block Groups

Quantifying Integration

Residential segregation is a measure of the degree of separation of racial or ethnic groups living in a neighborhood or community. Typically, the pattern of residential segregation involves the existence of predominantly homogenous, White suburban communities and low-income minority inner-city neighborhoods. Latent factors, such as attitudes, or overt factors, such as real estate practices, can limit the range of housing opportunities for minorities. A lack of racial or ethnic integration in a community creates other problems, such as reinforcing prejudicial attitudes and behaviors, narrowing opportunities for interaction, and reducing the degree to which community life is considered harmonious. Areas of extreme minority isolation often experience poverty and social problems at rates that are disproportionately high.[6] Racial segregation has been linked to diminished employment prospects, poor educational attainment, increased infant and adult mortality rates and increased homicide rates.

FIGURE 3-8

Travis County Dissimilarity Indices, 2000 and 2010

		DI with White Population	Population	Share of Total Population
2010	White	-	709,814	69.3%
	Black	48.6	87,308	8.5%
	American Indian	36.1	8,555	0.8%
	Asian/Pacific Islander	41.5	60,051	5.9%
	Other	47.0	124,706	12.2%
	Two or More Races	21.4	33,832	3.3%
	Hispanic**	38.5	342,766	33.5%
	Total	**-**	**1,024,266**	**100.0%**
		DI with White Population	**Population**	**Share of Total Population**
2000	White	-	554,058	68.2%
	Black	53.0	75,247	9.3%
	American Indian*	37.2	4,684	0.6%
	Asian/Pacific Islander	40.6	36,845	4.5%
	Other	50.9	118,294	14.6%
	Two or More Races	27.2	23,152	2.9%
	Hispanic**	44.0	229,048	28.2%
	Total	**-**	**812,280**	**100.0%**

* In these cases, sample size is too small to reliably interpret the DI. Caution should be exercised in interpreting results for subpopulations of fewer than 1,000.

** Hispanic ethnicity is counted independently of race.

Source: Census 2000 and 2010 SF1, Mullin & Lonergan Associates

[6] This aspect of segregation is related to the degree to which members of a group reside in areas where their group predominates, thus leading them to have less residential contact with other groups. See: Fossett, Mark. "Racial Segregation in America: A Nontechnical Review of Residential Segregation in Urban Areas." Department of Sociology and Racial and Ethnic Studies Institute, Texas A&M University, 2004.

[7] The index of dissimilarity is a commonly used demographic tool for measuring inequality. For a given geographic area, the index is equal to 1/2 the sum of ABS [(b/B)-(a/A)], where b is the subgroup population of a census tract, B is the total subgroup population in a city, a is the majority population of a census tract, and A is the total majority population in the city. ABS refers to the absolute value of the calculation that follows.

The distribution of racial or ethnic groups across a geographic area can be analyzed using an index of dissimilarity. This method allows for comparisons between subpopulations, indicating how much one group is spatially separated from another within a community. The index of dissimilarity is rated on a scale from 0 to 100, in which a score of 0 corresponds to perfect integration and a score of 100 represents total segregation.[7] The index is typically interpreted as the percentage of the minority population (in this instance, the Black population) that would have to move in order for a community or neighborhood to achieve full integration.

With a 2010 White-Black dissimilarity index of 48.6, Travis County qualifies as moderately segregated by national standards.[8] The data indicates that in order to achieve full integration among White and Black residents, 48.6% of one subpopulation or the other would have to move to another tract within the County.

In addition to a White-Black index of 48.6, the County has a White-other race index of 50.9, a White-Asian index of 41.5, a White-Hispanic index of 38.5, a White-American Indian index of 36.1 and a low White-multi-race index of 21.4. These numbers indicate that some subpopulations are more integrated with Whites than Blacks across the County.

Though integration has increased during the last 10 years, Travis County's Black and Hispanic populations remain moderately segregated from its White population.

FIGURE 3-9

Changes in Racial and Ethnic Integration, 1960-2010

	Black		Asian		Hispanic	
	Population	DI	Population	DI	Population	DI
2000	75,247	53.0	36,845	40.6	229,048	44.0
2010	87,308	48.6	60,051	41.5	342,766	38.5

Source: Census SF1, Mullin & Lonergan Associates

[8] According to Douglas S. Massey, an index under 30 is low, between 30 and 60 is moderate, and above 60 is high. See Massey, "Origins of Economic Disparities: The Historical Role of Housing Segregation," in Segregation: The Rising Costs for America, edited by James H. Carr and Nandinee K. Kutty (New York: Routledge 2008) p. 41-42.

Race/Ethnicity and Income

Household income is one of several factors used to determine a household's eligibility for a home mortgage loan. The median household income (MHI) in Travis County was $54,074 in 2010, above the state median of $48,259 and the national median of $51,914. Collin County, in the Dallas-Fort Worth metropolitan area, had the highest median in the state in 2010 at $77,671. Generally, median income levels are lower in counties along the state's southern border and much higher in the suburban counties surrounding major cities.

FIGURE 3-10
Median Household Income and Poverty Rates by Race/Ethnicity, 2010

	Median Household Income	Poverty Rate
Travis County	**$54,074**	**16.2%**
Whites	$60,809	12.9%
Blacks	$36,227	24.6%
Asians	$59,690	16.1%
Hispanics	$40,948	24.7%

Note: Five-year sample data was selected because one- and three-year sample data, while available, included an unacceptably high margin of error within smaller racial/ethnic groups.
Source: U.S. Census Bureau, 2006-2010 American Community Survey (B19013, B19013A, B19013B, B19013D, B19013I, B17001, B17001A, B17001B, B17001D, B17001I)

Across racial and ethnic groups in Travis County, Whites had the highest MHI at $60,809. The MHI for Asian households was $59,690. It was substantially lower for Blacks and Hispanics, at $36,227 and $40,948, respectively.

As suggested by the lower median incomes among these groups, minority residents in Travis County experienced poverty at greater rates than White residents. Less than 13% of White residents were living in poverty in 2010, compared with 24.7% of Hispanics and 24.6% of Blacks. Asian households reported poverty at a rate of 16.1%.

The 2010 median income for Black and Hispanic households in Travis County was roughly two-thirds the median income for White households.

Distribution of household income by race and ethnicity is comparable to the trends described above, showing a disparity between White and non-White households in the Urban County and Travis County overall. While more than half of White households and Asian households in the Urban County reported household income of more than $75,000, only 31.6% of Black households and 29% of Hispanic households fell into this category.

There are some differences in the income distribution across racial and ethnic groups between the Urban County and Travis County overall. Generally, those living in the County's incorporated areas (most of whom live in Austin) make less, as households of all races are more evenly distributed across income groups. However, White and Asian households in urban areas are still much more likely to report higher incomes than Black and Hispanic households.

FIGURE 3-11

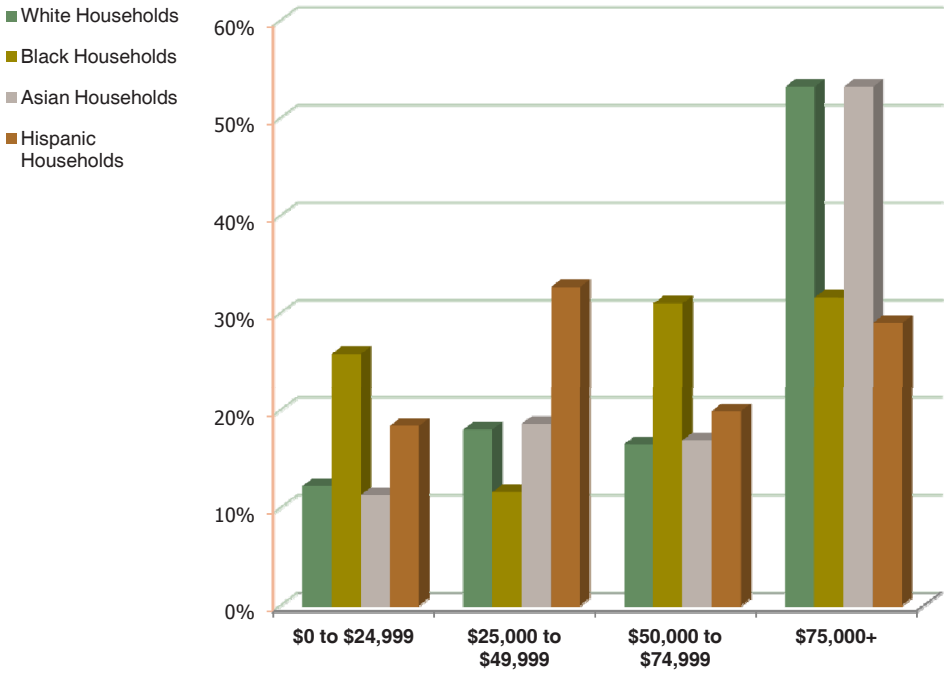
Household Income Distribution by Race and Ethnicity, 2010

	Total	$0 to $24,999	$25,000 to $49,999	$50,000 to $74,999	$75,000 and higher
All Households					
Travis County	390,862	21.5%	24.8%	17.8%	35.9%
Urban County*	58,685	13.3%	21.7%	17.4%	47.6%
White					
Travis County	283,171	18.3%	23.0%	18.0%	40.6%
Urban County*	43,713	12.2%	18.0%	16.5%	53.2%
Black					
Travis County	33,453	33.3%	31.2%	17.2%	18.3%
Urban County*	3,892	25.8%	11.6%	31.0%	31.6%
Asian					
Travis County	21,132	25.1%	19.3%	13.9%	41.7%
Urban County*	3,021	11.3%	18.6%	16.9%	53.2%
Hispanic					
Travis County	96,966	28.3%	31.5%	19.4%	20.8%
Urban County*	12,130	18.4%	32.7%	19.9%	29.0%

** Excludes unincorporated areas and Webberville*
Source: U.S. Census Bureau, 2006-2010 American Community Survey (B19001, B19001A, B19001B, B19001D, B19001I).

FIGURE 3-12

Urban County Household Income Distribution, 2010



Residential Segregation by Income

The Pew Research Center has developed a metric to describe the degree to which high- and low-income residents are spatially segregated from one another within a metropolitan area. The Residential Income Segregation Index (RISI) is calculated by combining the share of low-income residents who live in majority low-income census tracts with the share of high-income residents who live in high-income census tracts, capturing the magnitude of households that live in economically segregated neighborhoods.

Nationwide, the Pew Center found that 28% of lower-income households were located in predominantly lower-income neighborhoods in 2010, up from 23%, and that 18% of upper-income households lived in predominantly upper-income neighborhoods, compared to 9% in 1980.[9] Researchers cited an overarching increase in income inequality as the primary reason for the declining share of mixed-income neighborhoods.

The Pew Center applied its analysis to the nation's 30 largest metropolitan areas as of 2010. The Austin-Round Rock-San Marcos metropolitan area ranked as the country's 35th largest, just outside of the scope of Pew's work. In order to compare the metro area in which Travis County is located to other areas of Texas and the country for purposes of the AI, Pew's methodology was replicated using the same data set and research methods similar to those applied in the article cited below. The only methodological difference was application of a stepwise interpolation in lieu of the Sprague interpolation formula to split income categories in the metro area's 350 census tracts, selected for simplicity following the determination that the regression curves of the two methods were not drastically different.

Pew's analysis allows for a description of neighborhood composition by income. Lower-income households were defined as those making less than $37,990, which is two-thirds the median household income across the Austin-Round Rock-San Marcos metropolitan area in 2010 ($57,561), and upper-income households were defined as those making at least $115,122, which is double the metropolitan median. Lower-income neighborhoods were those where at least 50% of households made less than $37,990, and upper-income neighborhoods are those where at least 50% of households made at least $115,122.

[9] Fry, Richard and Taylor, Paul. "The Rise of Residential Segregation by Income." Pew Social and Demographic Trends, Pew Research Center. Released August 1, 2012.

According to 2010 American Community Survey data, 66,564 of 193,801 lower-income households across the Austin-Round Rock-San Marcos region lived in majority lower-income neighborhoods, a share of 34.3%. A similar share of the region's 121,632 upper-income households, 42,850, or 35.2%, lived in upper-income neighborhoods. Therefore, the RISI score for the region in 2010 was **69.5**.

The score of 69.5 defines Greater Austin as more economically segregated than any other metropolitan region for which Pew published RISI calculations. It is not without context, as the Pew Center noted that three Texas metropolitan areas, San Antonio, Houston and Dallas, have the nation's highest degrees of segregated upper-income households. Respectively in those areas, 25%, 24% and 23% of upper-income households live in predominantly upper-income areas. Of the 10 largest metro areas in the United States by number of households, Houston and Dallas have the highest overall RISI scores (60 and 61), topping New York and Los Angeles. Pew researchers connect the high RISI scores in Texas to the phenomenal population expansion in its metropolitan areas, reflecting influxes of households at both ends of the income scale: lower-wage immigrant families as well as skilled professionals. This observation is consistent with the gentrification patterns reported in and beyond Travis County by AI stakeholders.

FIGURE 3-13
Residential Segregation Comparisons by Metropolitan Region, 2010

	2010 RISI
Austin-Round Rock-San Marcos	***69.5***
San Antonio-New Braunfels	63
Houston-Sugar Land-Baytown	61
Dallas-Fort Worth-Arlington	60
New York-Northern New Jersey	57
Denver-Aurora-Broomfield	55
Detroit-Warren-Livonia	54
Columbus	53
Los Angeles-Long Beach-Santa Ana	51
Philadelphia-Camden-Wilmington	51
Miami-Fort Lauderdale-Pompano Beach	49
Baltimore-Towson	48
Phoenix-Mesa-Glendale	48
Kansas City	47
Cincinnati-Middletown	47
Washington-Arlington-Alexandria	47
Cleveland-Elyria-Mentor	46
National	***46***

Source: Fry, Richard and Taylor, Paul. "The Rise of Residential Segregation by Income." Pew Social and Demographic Trends, Pew Research Center. Released August 1, 2012. Local calculations by M&L.

Disability and Income

As defined by the Census Bureau, a disability is a long-lasting physical, mental, or emotional condition that can make it difficult for a person to do activities such as walking, climbing stairs, dressing, bathing, learning, or remembering. This condition can also impede a person from being able to go outside the home alone or to work.

The Fair Housing Act prohibits discrimination based on physical, mental or emotional handicap, provided "reasonable accommodation" can be made. Reasonable accommodation may include changes to address the needs of disabled persons, including adaptive structural (e.g., constructing an entrance ramp) or administrative changes (e.g., permitting the use of a service animal). Across Travis County, 8.6% of the total civilian non-institutionalized population reported a disability in 2010.[9]

The most common type of disability among persons ages 18 to 64 was ambulatory, referring to difficulty moving from place to place that makes it impossible or impractical to walk as a means of transportation. Of County residents between ages 18 and 64, 23,690 (3.4%) reported this type of difficulty, which translates to a need for accessible housing. Additionally, about one in every four seniors age 65 and above (16,334 individuals) reported an ambulatory disability. Of County residents ages 18 to 64, 3% reported a sensory disability such as vision or hearing. Just over one in five seniors reported the same.

According to the National Organization on Disabilities, a significant income gap exists for persons with disabilities, given their lower rate of employment. In Travis County, persons with disabilities were substantially more likely than persons without disabilities to live in poverty. In 2010, 24.1% of residents with disabilities lived in poverty, compared to 14.5% of persons without disabilities who were living in poverty.[10] Median earnings for disabled persons age 16 and older were $21,436, compared to $30,578 for those without disabilities.

Disabled persons and those living in poverty were more prevalent in the County's urban core, a fact likely related to the concentration of public and nonprofit human services and transit available in the County's most densely populated areas.

Travis County residents with disabilities are substantially more likely to live in poverty than those without disabilities.

[9] 2008-2010 ACS (S1810). All available disability estimates were insufficient to subtract entitlement community figures.
[10] 2010 ACS (S1811).

Familial Status and Income

The Census Bureau divides households into family and non-family households. Family households are married couple families with or without children, single-parent families and other families comprised of related persons. Non-family households are either single persons living alone, or two or more non-related persons living together.

Title VIII of the Civil Rights Act of 1968 protects against gender discrimination in housing. Protection for families with children was added in the 1988 amendments to Title VIII. Except in limited circumstances involving elderly housing and owner-occupied buildings of one to four units, it is unlawful to refuse to rent or sell to families with children.

Within the context of continued population in the number of households living in the Urban County, female-headed households with children grew from 6.5% of all households in 2000 to 7.4% in 2010, while the proportion of male-headed households with children declined slightly from 2.3% to 2.1%. By comparison, married-couple family households with children declined from 33.7% to 30.6% over the course of the decade. In the Urban County, non-family households held steady at about one-fourth of the total. However, non-family households are far more common in urban areas: Across all of Travis County, more than one in every four households is non-family, suggesting that single-person households are much more prevalent in Austin than in unincorporated areas. Some of the difference can be accounted for by Austin's large student population. In addition to other institutions, the University of Texas at Austin enrolls more than 46,500 full-time.

FIGURE 3-14
Trends in Household Type, Urban County, 2000-2010

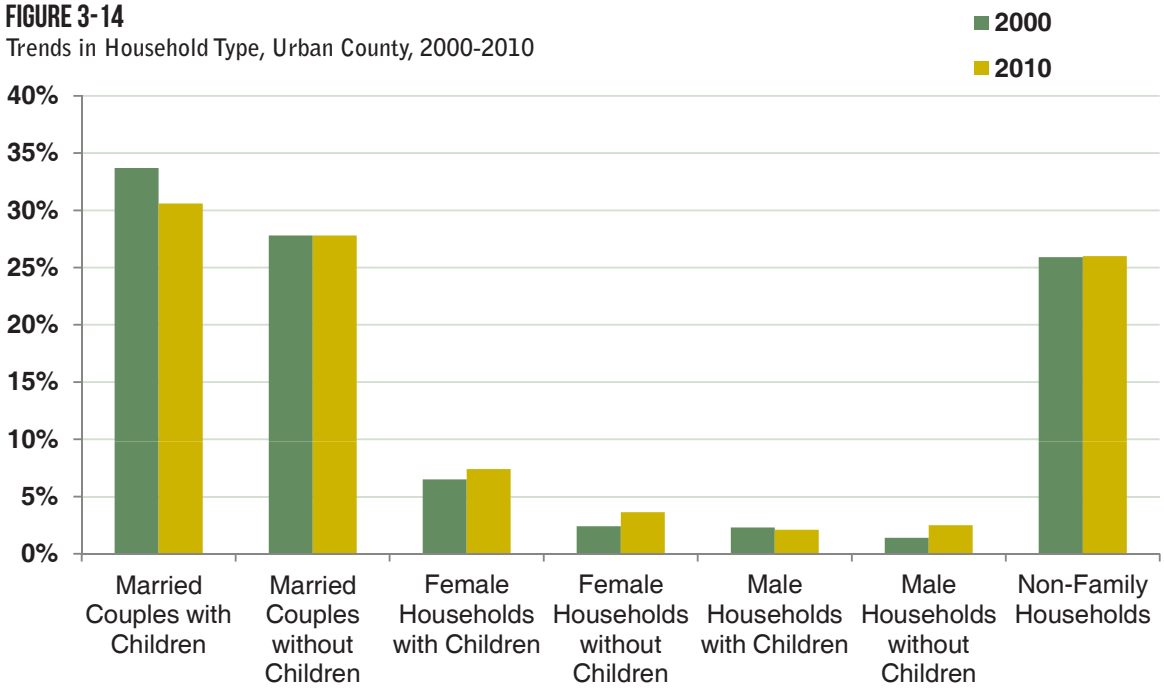


FIGURE 3-15

Household Type and Presence of Children, Urban County, 2000-2010

		Family Households										
			Married-couple families			Female-headed Households			Male-headed Households			
	Total Households	% of Total	#	With Children	Without Children	#	With Children	Without Children	#	With Children	Without Children	**Non-family Households**
2000												
Travis County	320,766	57.3%	136,632	**22.0%**	20.6%	**33,333**	**7.3%**	3.1%	13,867	**2.2%**	2.1%	42.7%
Urban County*	43,850	74.1%	26,975	**33.7%**	27.8%	**3,890**	**6.5%**	2.4%	1,619	**2.3%**	1.4%	25.9%
2010												
Travis County	390,862	57.2%	161,083	**20.2%**	21.0%	**43,797**	**7.2%**	4.0%	18,500	**2.1%**	2.6%	42.8%
Urban County*	58,685	74.0%	34,256	**30.6%**	27.8%	**6,470**	**7.4%**	3.6%	2,679	**2.1%**	2.5%	26.0%

** Includes unincorporated areas and Webberville*

Source: Census 2000 (SF1, QTP10); 2010 American Community Survey (B11001, B11003)

Female-headed households with children often experience difficulty in obtaining housing, primarily as a result of lower-incomes and the potential unwillingness of some landlords to rent their units to families with children. Although they comprised only 12.7% of family households in Travis County in 2010, female-headed households with children accounted for 45.9% of all families living in poverty.[11] Among female-headed households with children, 36% were living in poverty, compared to only 9% of married-couple families with children.

Over one-third of female-headed households with children in Travis County are below the poverty line, compared with only 9% of married couples with children.

Married couples with children under 18 represent a decreasing share of total households in the Urban County, while single females with children have become more common since 2000.

[11] 2006-2010 ACS(B17012)

Ancestry and Income

It is illegal to refuse the right to housing based on place of birth or ancestry. Census data on native and foreign-born populations reported that in 2010, 21.6% of all Travis County residents were foreign-born.[12] A smaller proportion of all people across the Urban County, 12.8%, were foreign-born. By way of origin, more than half of the Urban County's foreign-born population (51.8%) came from Latin American nations, while 28.2% were Asian, 7.8% were European and 3.6% were African natives.

Travis County's foreign-born population is more likely to experience poverty. According to 2006-10 American Community Survey estimates, 16.6% of the foreign-born population for which poverty status is determined fell below the poverty line, compared to 8.8% of all persons Countywide for whom this status is determined.[13]

Persons with limited English proficiency (LEP) are defined by the federal government as persons who have a limited ability to read, write, speak or understand English. American Community Survey (ACS) data reports on the non-English language spoken at home for the population five years and older. In 2010, the Census Bureau reported that 286,963 persons across Travis County (31.7%) spoke at least one language other than English. Of these, 123,846 (43.2%) spoke English less than "very well." This limited English proficiency subpopulation constituted 13.7% of the County's total population. The four language groups with more than 1,000 LEP persons included Spanish, Vietnamese, Chinese and Korean. To determine whether translation of vital documents would be required, a HUD entitlement community must first identify the number of LEP persons in a single language group who are likely to qualify for and be served by the Urban County's programs. HUD uses 1,000 or 5% of the total population as a "safe harbor" threshold, meaning that a jurisdiction addressing the needs of language groups exeeding either figure show strong evidence of compliance with Title VI obligations.

FIGURE 3-16
Limited English Proficiency Language Groups, 2010

Language Group	Number of LEP Speakers	Percentage of Total Population
Spanish	104,076	11.5%
Vietnamese	5,427	0.6%
Chinese	3,650	0.4%
Korean	1,979	0.2%
Tagalog	611	0.1%
French	560	0.1%

Source: American Community Survey 2008-10 Estimates (B16001)

Four language groups in Travis County have large enough numbers of limited-English speakers to warrant further analysis of their access to Urban County programs and services.

More than 100,000 Spanish-speaking County residents have limited English proficiency, though many are located within the City of Austin.

[12] 2006-2010 ACS(B05006)
[13] 2006-2010 ACS(B06012)

Employment and Protected Class Status

In 2010, the latest year for which comprehensive data is available, unemployment rates in Travis County were about on par with statewide levels. Black residents were substantially more likely to be unemployed than White residents, with unemployment rates of 12% and 5.4%, in the Urban County, respectively. Asian residents in the Urban County were unemployed at a rate of 5.8%, and Hispanics reported unemployment at a rate of 7.5%. Black and Hispanic households were more commonly unemployed than Whites and Asians across all of Travis County and Texas in 2010. Higher unemployment, whether temporary or permanent, limits the resources available to meet housing costs.

Blacks and Hispanics were substantially more likely than Whites and Asians to be unemployed in 2010 across the Urban County as well as across Texas.

FIGURE 3-17
Civilian Labor Force
and Protected Class Status, 2010

		Texas		Travis County		Urban County*	
Civilian Labor Force		**Total**	**%**	**Total**	**%**	**Total**	**%**
Total CLF		**11,916,548**	**100%**	**528,778**	**100.0%**	**397,260**	**100.0%**
	Employed	11,087,677	93.0%	492,909	93.2%	**370,330**	93.2%
	Unemployed	828,871	7.0%	35,869	6.8%	**26,930**	6.8%
Male CLF		**6,490,088**	**54.5%**	**279,676**	**52.9%**	**209,997**	**52.9%**
	Employed	6,051,128	93.2%	260,632	93.2%	**196,201**	93.4%
	Unemployed	438,960	6.8%	19,044	6.8%	**13,796**	6.6%
Female CLF		**5,426,460**	**45.5%**	**249,102**	**47.1%**	**187,263**	**47.1%**
	Employed	5,036,549	92.8%	232,277	93.2%	**174,129**	93.0%
	Unemployed	389,911	7.2%	16,825	6.8%	**13,134**	7.0%
White CLF		**9,170,064**	**82.7%**	**390,375**	**73.8%**	**285,598**	**71.9%**
	Employed	8,573,012	93.5%	368,840	94.5%	**270,187**	94.6%
	Unemployed	597,052	6.5%	21,535	5.5%	**15,411**	5.4%
Black CLF		**1,383,294**	**11.6%**	**44,164**	**8.4%**	**32,379**	**8.2%**
	Employed	1,222,785	88.4%	39,153	88.7%	**28,508**	88.0%
	Unemployed	160,509	11.6%	5,011	11.3%	**3,871**	12.0%
Asian CLF		**472,532**	**4.0%**	**30,357**	**5.7%**	**24,242**	**6.1%**
	Employed	445,165	94.2%	28,460	93.8%	**22,837**	94.2%
	Unemployed	27,367	5.8%	1,897	6.2%	**1,405**	5.8%
Hispanic CLF		**4,060,129**	**34.1%**	**168,611**	**31.9%**	**138,525**	**34.9%**
	Employed	3,741,144	92.1%	155,703	92.3%	**128,098**	**92.5%**
	Unemployed	318,985	7.9%	12,908	7.7%	**10,427**	**7.5%**

** Includes all unincorporated space and the village of Webberville.*
Source: U.S. Census Bureau, County: 2006-10 American Community Survey (C23001, C23002A, C23002B, C23002D, C23002I). State: Same tables, 2008-10 ACS.

Distribution of Neighborhood Opportunity

One effect of sprawl across metropolitan regions has been the geographic dilution of jobs and amenities, typically in a way that isolates lower-income minorities living in urban core areas from employment and housing opportunities in outlying suburbs. The expansion of low-density development beyond urban fringes exacerbates residential segregation as White residents, whose typically higher incomes correlate with a greater array of housing choices, move farther into more sparsely populated areas with lower taxes and lower service needs, abandoning the existing housing stock and leaving behind a lower-income population that consists disproportionately of racial and ethnic minorities. A large body of social research has demonstrated the powerful negative effects of residential segregation on income and opportunity for Black and Latino families, which are commonly concentrated in "at-risk, segregated communities characterized by older housing stock, slow growth and low tax bases – the resources that support public services and schools."[14] Households living in lower-income areas of racial and ethnic concentration face diminished opportunities in education, wealth acquisition and employment prospects.[15]

To describe the variation in neighborhood opportunity across metropolitan regions, the Kirwan Institute for the Study of Race and Ethnicity at The Ohio State University has developed the "Communities of Opportunity" model, a fair housing and community development framework that assigns each neighborhood a score reflecting the degree to which its residents have access to determinants of positive life outcomes, such as good schools, jobs, stable housing, transit and the absence of crime and health hazards. The Institute draws upon an extensive research base demonstrating the importance of neighborhood conditions in predicting life outcomes. The ultimate goals of this exercise in applied research are to bring opportunities to opportunity-deprived areas and to connect people to existing opportunities throughout the metropolitan region. The Institute has argued that "we need to assess the geographic differences in resources and opportunities across a region to make informed, affirmative interventions into failures and gaps in 'free market' opportunities."[15]

The Communities of Opportunity model is highly spatial and is therefore map-based, representing the geographic footprint of inequality. The process of creating opportunity maps involves building a set of potential indicators of high and low opportunity, reflecting local issues as well as research literature validating connections between indicators and opportunity. Data is collected at the smallest geographic unit possible for each indicator and organized into sectors (education, mobility, etc.), which are then combined to create a composite opportunity map. The resulting maps allow communities to analyze opportunity "comprehensively and comparatively, to communicate who has access to opportunity-rich areas and who does not; and to understand what needs to be remedied in opportunity-poor communities."

The Kirwan Institute applied this methodology to produce opportunity index distributions for the Greater Austin region. Five dimensions were identified, consistent with research best practices and issues of local relevance: education, economic, mobility/transportation, health/environment and neighborhood

[14] Orfield, Myron. "Land Use and Housing Policies to Reduce Concentrated Poverty and Racial Segregation." *Fordham Urban Law Journal*. Volume 33, Issue 3, 2005.
[15] Turner, Margery, et al. "Discrimination in Metropolitan Housing Markets: National Results from Phase I HDS 2000. Urban Institute. Online: *huduser.org/Publications/pdf/Phase1_Report.pdf*
[16] powell, john a., et al, " The Geography of Opportunity in the Austin Region." Kirwan Institute for the Study of Race and Ethnicity, The Ohio State University, 2006. Includes extensive literature review.

quality. Each dimension includes a collection of variables describing conditions for each census tract in the region. Details are included in Figure 3-17.

On the basis of the composite index, combining all identified dimensions, the study found that higher-opportunity areas were primarily concentrated west of I-35, with the most opportunity-rich areas in the entire region located directly west of the highway in Travis County.

The report found that Hispanic and Black populations were concentrated in low- and moderate-opportunity neighborhoods. Nearly 40% of Whites were located in the region's high- and very-high-opportunity tracts, compared to only 20% of Hispanics and 18% of Blacks. The report also found that more than half of linguistically isolated people were located in very-low- or low-opportunity tracts.

The Central Texas Opportunity Initiative, headed by a steering committee representing organizations throughout Travis County, including County government, arranged for an update of the opportunity maps in Summer 2012 that incorporated updated data and new points of comparison. Map 3-8 incorporates a shapefile from the updated analysis, displaying the 2012 composite opportunity index for tracts across the Greater Austin region. Lighter colors correspond with lower opportunity, while opportunity-rich areas are in dark green.

FIGURE 3-18

Opportunity Index Dimensions, 2012

Education	Economics & Mobility	Housing & Environment Conditions
• Adult Educational Attainment • Student Poverty • Student/Teacher Ratio • School Reading Proficiency Rate • School Math Proficiency Rate • High School Graduation Rate • Enrollment Rate	• Unemployment Rate • Jobs Within 5 Miles • Mean Commute Time • Transit Access • Median Household Income	• Neighborhood Poverty Rate • Vacancy Rate • Proximity to Parks • Proximity to Toxic Release Sites • Proximity to Brownfields • Crime Index • Food Deserts • Proximity to Health Care Facilities

Source: The Geography of Opportunity: Austin Region. Kirwan Institute. Final report available for review at http://www,greendoors.org/programs/docs/Geography-of-Opportunity-Austin-2013.pdf

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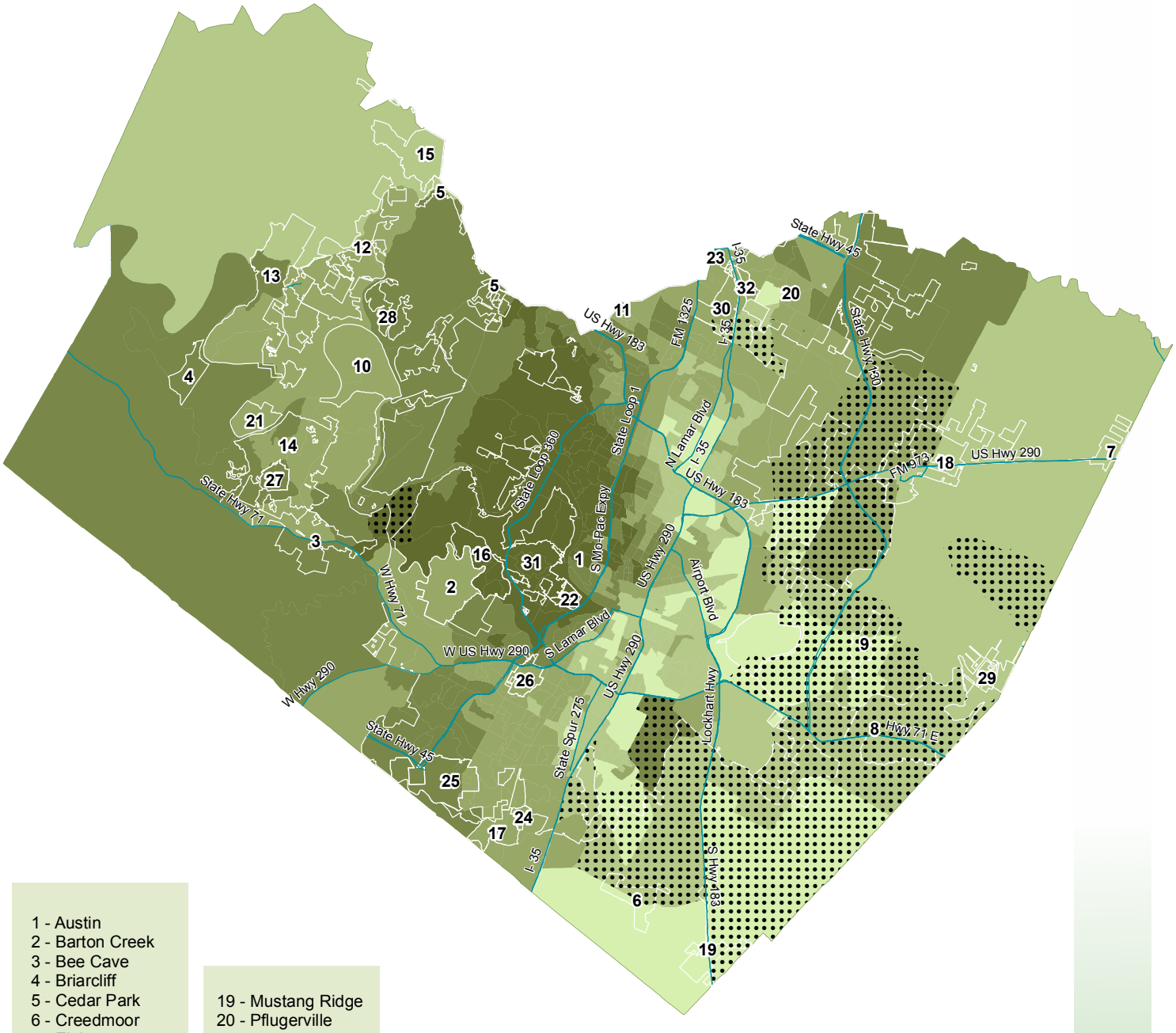
MAP 3-8
Regional Composite Opportunity Index, August 2012

Source: Kirwan Institute for the Study of Race and Ethnicity, The Ohio State Universtiy



1 - Austin
2 - Barton Creek
3 - Bee Cave
4 - Briarcliff
5 - Cedar Park
6 - Creedmoor
7 - Elgin
8 - Garfield
9 - Hornsby Bend
10 - Hudson Bend
11 - Jollyville
12 - Jonestown
13 - Lago Vista
14 - Lakeway
15 - Leander
16 - Lost Creek
17 - Manchaca
18 - Manor

19 - Mustang Ridge
20 - Pflugerville
21 - Point Venture
22 - Rollingwood
23 - Round Rock
24 - San Leanna
25 - Shady Hollow
26 - Sunset Valley
27 - The Hills
28 - Volente
29 - Webberville
30 - Wells Branch
31 - West Lake Hills
32 - Windemere

Major Roads
Impacted Block Groups

Composite Opportunity Score

Very Low
Low
Moderate
High
Very High
Urban County Exceptions

Housing Inventory

Rapid population growth since 2000 is reflected in the large net gains of housing units in both Travis County's incorporated areas (86,163 units, or 29.9%) and unincorporated areas (19,196 units, or 40.1%). A Comprehensive Housing Market Study for the City of Austin completed in early 2009 noted that growth on the City's outskirts has been driven by the relative affordability of neighborhoods outside of City limits. The median value of a single-family home in Austin rose from $129,900 in 1998 to $240,000 in 2008, despite complications on the national scale of the housing market crash that began in 2006. The report noted that the supply of housing affordable to households making up to 80% of the HUD median family income, or up to $55,280, increased in the MSA's southwest and northern portions, in addition to neighborhods in and beyond Austin's eastern fringe. At the same time, there has been a decrease in affordable units in all other areas of the City.

Map 3-9 depicts the density of total units by block group across Travis County in 2010. Impacted areas of both racial/ethnic and LMI concentration are also shown for comparison.

The Urban County gained more than 19,000 housing units between 2000 and 2010, an inventory increase exceeding 40% in only 10 years.

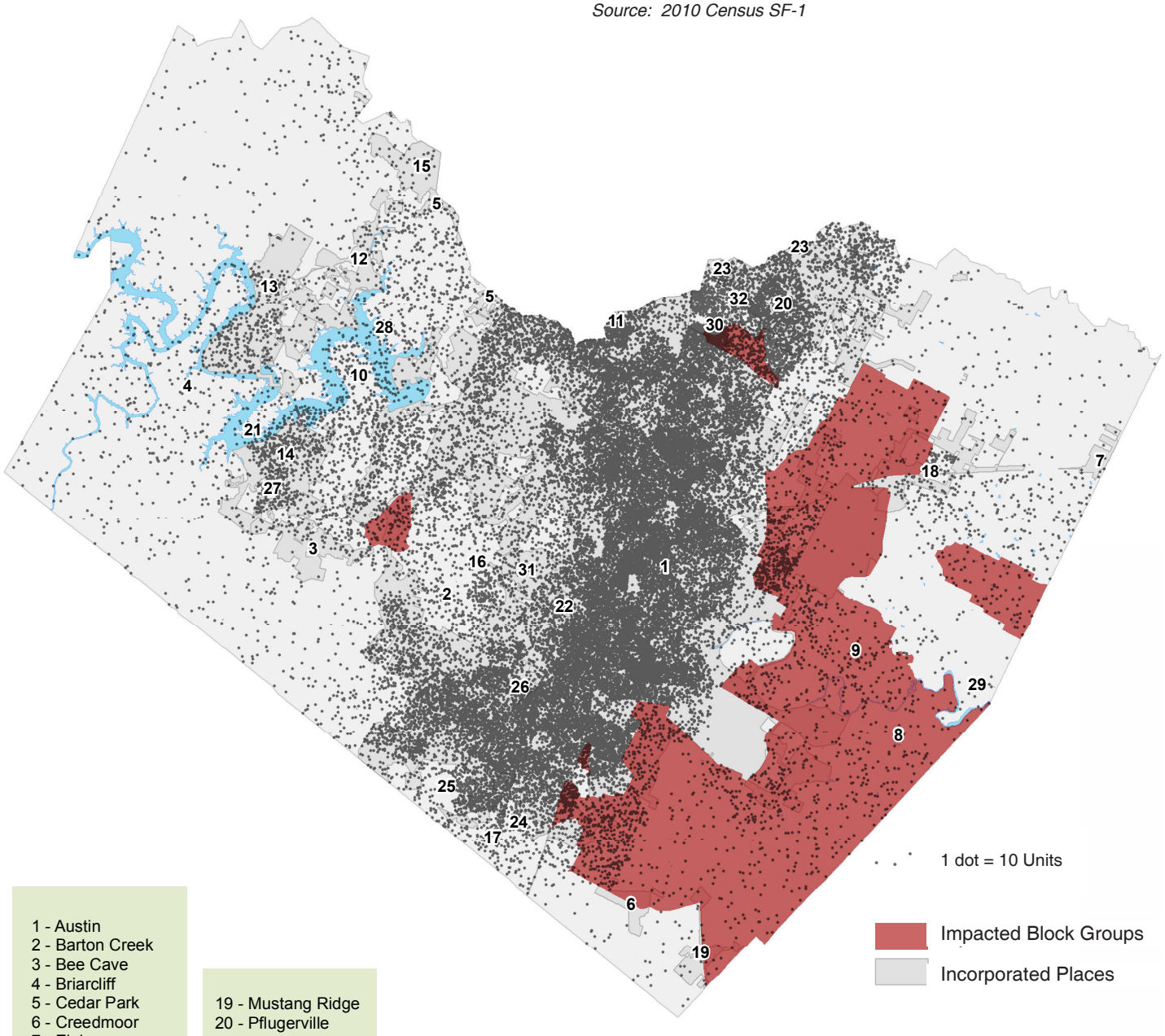
FIGURE 3-19
Total Housing Units by Municipality, 2000-2010

Municipality	2000	2010	Change
Austin city*	271,464	337,930	24.5%
Bee Cave village	246	1,707	593.9%
Briarcliff village	455	717	57.6%
Cedar Park city	248	228	-8.1%
Creedmoor city	89	86	-3.4%
Elgin city	8	305	3712.5%
Jonestown city	770	1,113	44.5%
Lago Vista city	2,155	3,258	51.2%
Lakeway city	3,501	5,249	49.9%
Leander city	0	374	-
Manor city	436	1,645	277.3%
Mustang Ridge city	133	145	9.0%
Pflugerville city	5,239	16,323	211.6%
Point Venture village	-	626	-
Rollingwood city	498	516	3.6%
Round Rock city	573	642	12.0%
San Leanna village	153	212	38.6%
Sunset Valley city	154	324	110.4%
The Hills village	657	1,027	56.3%
Volente village	-	296	-
Webberville village**	-	125	-
West Lake Hills city	1,185	1,279	7.9%
Total Incorporated	287,964	374,127	29.9%
Total Unincorporated	47,917	67,113	40.1%
Total Travis County	335,881	441,240	31.4%

** Federal CDBG entitlement community*
*** Participates in Urban County program*
Note: Population figures account for only the portions of each place that fall within Travis County.
Source: Census SF1 H1: 2000, 2010

MAP 3-9
Total Housing Unit Density by Block Group, 2010

Source: 2010 Census SF-1



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25 - Shady Hollow
26 - Sunset Valley
27 - The Hills
28 - Volente
29 - Webberville
30 - Wells Branch
31 - West Lake Hills
32 - Windemere

FIGURE 3-20

Housing Units by Structure Type Across Municipalities, 2010

Municipality	Total Units	Single-family units	Multi-family units					Mobile home	Boat, RV, van, etc.
			2 to 4	5 to 9	10 to 19	20 or more	Total		
Austin city*	329,725	166,564	30,578	21,390	43,258	62,787	158,013	4,905	243
Bee Cave village	1,436	881	49	29	118	335	531	24	0
Briarcliff village	682	641	2	13	4	19	38	0	3
Cedar Park city	284	37	45	21	81	100	247	0	0
Creedmoor city	113	66	0	0	0	0	0	47	0
Elgin city	295	285	10	0	0	0	10	0	0
Jonestown city	1,013	870	16	0	0	0	16	127	0
Lago Vista city	2,922	2,167	255	136	52	157	600	155	0
Lakeway city	5,082	4,332	563	0	72	115	750	0	0
Leander city	258	258	0	0	0	0	0	0	0
Manor city	1,654	1,576	0	0	0	15	15	63	0
Mustang Ridge city	183	172	0	0	0	0	0	11	0
Pflugerville city	14,811	12,599	603	293	387	368	1,651	561	0
Point Venture village	627	589	0	38	0	0	38	0	0
Rollingwood city	602	602	0	0	0	0	0	0	0
Round Rock city	825	142	74	155	275	159	663	20	0
San Leanna village	246	235	11	0	0	0	11	0	0
Sunset Valley city	236	155	3	0	55	23	81	0	0
The Hills village	1,033	973	39	21	0	0	60	0	0
Volente village	307	301	2	0	0	0	2	4	0
Webberville village**	109	65	0	0	0	0	0	44	0
West Lake Hills city	1,269	1,146	123	0	0	0	123	0	0
Total Incorporated Areas	363,712	194,656	32,373	22,096	44,302	64,078	162,849	5,961	246
Total Unincorporated Areas	63,879	46,175	1,792	1,618	2,726	3,692	9,828	7,798	78
Total Travis County	427,591	240,831	34,165	23,714	47,028	67,770	172,677	13,759	324

** Federal CDBG entitlement community*
*** Participates in Urban County program*
Note: Figures account for only the portions of each place that fall within Travis County.
Source: U.S. Census Bureau, 2006-2010 ACS (B25024)

Multi-family housing structures are less common in unincorporated areas, where they represent 15.4% of the housing stock. By contrast, 44.8% of stock in cities and towns is multi-family.

In 2010, single-family units comprised 72.3% of the housing stock in unincorporated areas of Travis County, compared to only 53.5% in incorporated areas. This is driven by the prevalence of higher-density residential structures in Austin, where about half of all homes are in two- or more-unit structures.

Mobile homes are of notable presence in the Urban County, as there were 7,798 located outside of incorporated spaces in 2010. AI interviews indicated that this is a common avenue of homeownership for lower-income households, particularly Hispanic families, though some mobile homes are located outside of areas with reliable water and sewer infrastructure and may represent substandard living conditions.

FIGURE 3-21
Housing Units by Tenure and Structure Type, 2010

Municipality	Owner-Occupied				Renter-Occupied				% Renter-Occupied Multi-Family
	Total	Single-Family	Multi-Family	% Multi-Family	Total	Single-Family	Multi-Family	% Multi-Family	
Austin city*	137,912	127,125	7,741	5.6%	163,964	31,279	118,383	72.2%	39.2%
Bee Cave village	772	748	0	0.0%	537	38	465	86.6%	35.5%
Briarcliff village	492	481	8	1.6%	37	35	2	5.4%	0.4%
Cedar Park city	37	37	0	0.0%	214	0	214	100.0%	85.3%
Creedmoor city	61	30	0	0.0%	44	28	0	0.0%	0.0%
Elgin city	141	131	10	7.1%	154	154	0	0.0%	0.0%
Jonestown city	641	548	0	0.0%	212	173	0	0.0%	0.0%
Lago Vista city	2,068	1,840	103	5.0%	282	180	58	20.6%	2.5%
Lakeway city	3,586	3,444	142	4.0%	817	297	206	25.2%	4.7%
Leander city	258	258	0	0.0%	0	0	0	-	0.0%
Manor city	1,247	1,188	0	0.0%	231	212	15	6.5%	1.0%
Mustang Ridge city	110	106	0	0.0%	12	7	0	0.0%	0.0%
Pflugerville city	10,870	10,544	0	0.0%	3,096	1,649	1,030	33.3%	7.4%
Point Venture village	335	312	23	6.9%	100	100	0	0.0%	0.0%
Rollingwood city	537	537	0	0.0%	28	28	0	0.0%	0.0%
Round Rock city	108	108	0	0.0%	553	34	485	87.7%	73.4%
San Leanna village	192	192	0	0.0%	41	30	11	26.8%	4.7%
Sunset Valley city	151	151	0	0.0%	30	4	26	86.7%	14.4%
The Hills village	818	818	0	0.0%	85	85	0	0.0%	0.0%
Volente village	187	187	0	0.0%	70	64	0	0.0%	0.0%
Webberville village**	96	53	0	0.0%	3	2	0	0.0%	0.0%
West Lake Hills city	1,006	1,006	0	0.0%	141	67	48	34.0%	4.2%
Total Incorporated Areas	161,625	149,844	8,027	5.0%	170,651	34,466	133,393	78.2%	40.1%
Total Unincorporated Areas	43,878	38,745	8,887	20.3%	14,708	4,285	13,215	89.8%	22.6%
Total Travis County	205,503	188,589	16,914	8.2%	185,359	38,751	146,608	79.1%	37.5%

** Federal CDBG entitlement community*
*** Participates in Urban County program*
Note: Figures account for only the portions of each place that fall within Travis County.
Source: U.S. Census Bureau, 2006-10 ACS (B25032)

In 2010, the Census Bureau estimated that the occupied housing inventory of 58,586 across unincorporated areas of Travis County was 74.9% owner-occupied, compared to the 52.6% rate across the County overall.

To isolate apartment units from condominium units that are owner-occupied and located within multi-family structures, Figure 3-20 examines the tenure of units by structure type. Of the total owner-occupied housing stock of 43,878 in unincorporated areas, 8,887 units (20.3%) were in multi-family structures. By comparison, there were many more multi-family units within the rental stock. Of the 14,708 rental units in unincorporated areas, 13,215 (89.8%) were in multi-family structures. Multi-family rental units are, unsurprisingly, concentrated in incorporated areas of more dense urban character.

The right-most column of Figure 3-20 represents the proportion of each community's total occupied housing that consists of renter-occupied multi-family units. In many towns and cities, particularly smaller settlements or those for which only a portion of Travis County space is analyzed here, multi-family units represent 0% of the total occupied housing stock.

Owner-occupied units in multi-family buildings, such as condominiums, account for 20.3% of the multi-family stock in unincorporated areas, compared to only 5.6% of multi-family housing in Austin.

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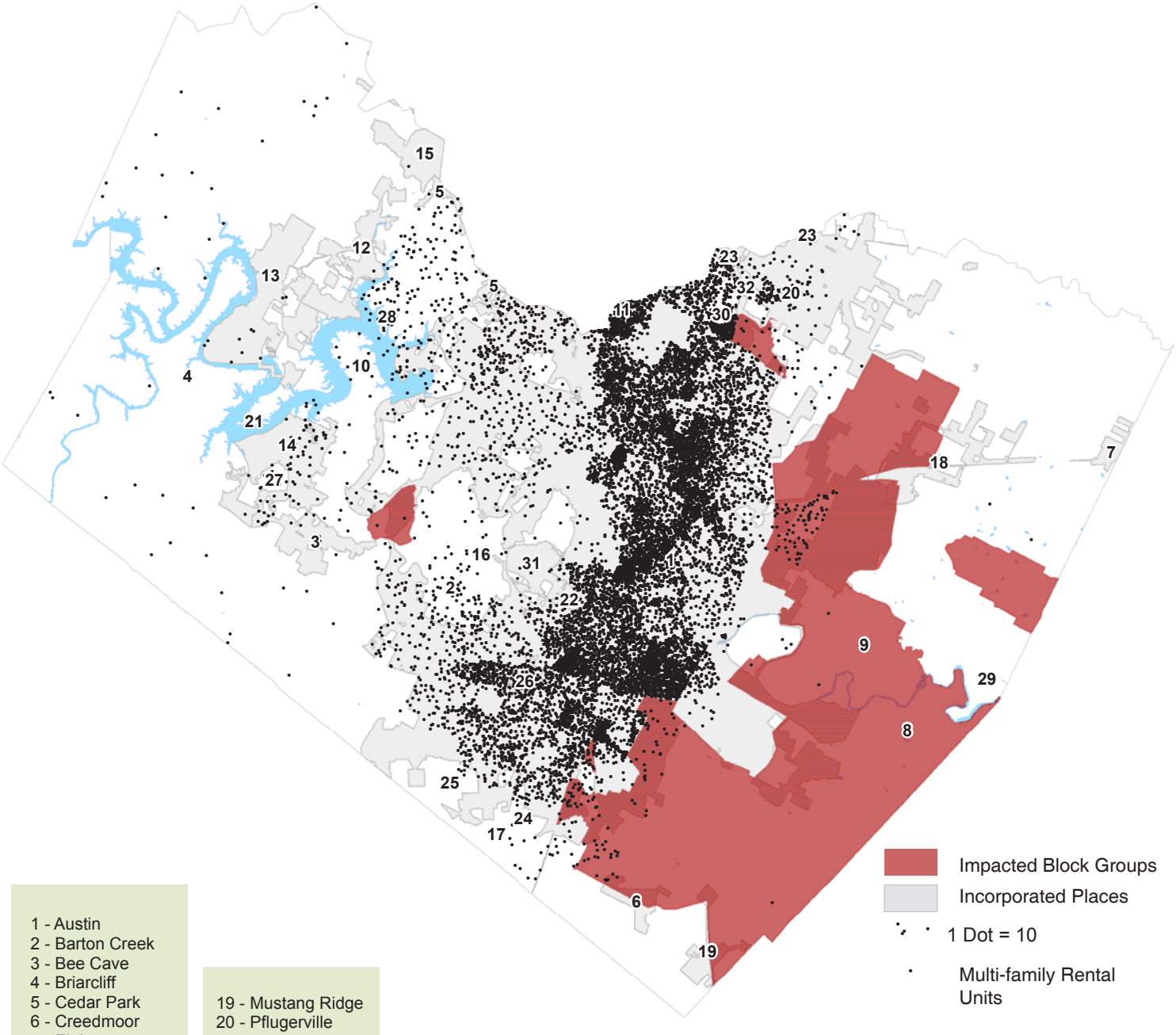
MAP 3-11
Distribution of Renter-Occupied Multi-Family Units, 2010

Source: 2010 Census SF-1



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26 - Sunset Valley
27 - The Hills
28 - Volente
29 - Webberville
30 - Wells Branch
31 - West Lake Hills
32 - Windemere

Home Ownership and Protected Class Status

The value in home ownership lies in the accumulation of wealth as the owner's share of equity increases with the property's value. Paying a monthly mortgage instead of rent is an investment in an asset that is likely to appreciate.

Historically, minorities tend to have lower home ownership rates than Whites. In 2010 in Travis County, Whites had a home ownership rate of 57.4%. By comparison, Asians owned their homes at a rate of 47.9%; Hispanics at 40.6% and Blacks at a rate of 38.1%.

Ownership was higher across all racial and ethnic groups in unincorporated areas of the County, where about eight in every 10 White or Asian households were homeowners. Outside of city and village borders, two-thirds of Hispanic households and 51.8% of Black households owned homes.

As previously noted, the median income for Black and Hispanic households in Travis County is drastically lower than the median for Whites. This is one among several factors that contribute to the generally lower rates of home ownership among minority families.

Black and Hispanic households are less likely to own homes than White and Asian households across Travis County and in unincorporated areas.

FIGURE 3-22

Housing Tenure by Race and Ethnicity, 2010

Municipality	White		Black		Asian		Hispanic	
	HHs	% Owners	HHs	% Owners	HHs	% Owners	HHs	% Owners
Austin city*	215,565	50.7%	25,712	32.8%	16,666	39.0%	80,145	34.7%
Bee Cave village	1,234	59.6%	33	21.2%	24	45.8%	124	33.1%
Briarcliff village	495	95.4%	0	-	19	100.0%	32	56.3%
Cedar Park city	161	19.3%	57	0.0%	18	33.3%	15	0.0%
Creedmoor city	80	68.8%	0	-	0	-	39	35.9%
Elgin city	208	62.5%	87	12.6%	0	-	13	100.0%
Jonestown city	740	78.8%	31	0.0%	0	-	867	92.5%
Lago Vista city	2,231	87.4%	66	100.0%	0	-	181	72.4%
Lakeway city	4,169	82.4%	16	100.0%	118	100.0%	90	73.3%
Leander city	232	100.0%	0	-	26	100.0%	102	100.0%
Manor city	795	87.8%	465	74.8%	24	100.0%	272	66.9%
Mustang Ridge city	61	91.8%	5	100.0%	3	100.0%	0	0.0%
Pflugerville city	9,463	80.6%	1,974	63.5%	1,072	84.0%	477	86.6%
Point Venture village	419	76.1%	0	-	16	100.0%	47	85.1%
Rollingwood city	533	94.7%	0	-	18	100.0%	3,213	72.7%
Round Rock city	498	21.7%	10	0.0%	54	0.0%	19	100.0%
San Leanna village	212	80.7%	5	100.0%	0	-	12	100.0%
Sunset Valley city	148	79.7%	0	-	17	100.0%	81	0.0%
The Hills village	863	91.1%	0	-	27	100.0%	38	100.0%
Volente village	254	72.4%	0	-	0	-	22	100.0%
Webberville village**	76	96.1%	6	100.0%	0	-	47	68.1%
West Lake Hills city	1,097	87.1%	0	-	9	100.0%	5	100.0%
Total Incorporated Areas	239,534	53.7%	28,467	35.7%	18,111	42.5%	85,841	67.4%
Total Unincorporated Areas	43,637	78.0%	4,986	51.8%	3,021	80.5%	11,125	64.9%
Total Travis County	283,171	57.4%	33,453	38.1%	21,132	47.9%	96,966	40.6%

** Federal CDBG entitlement community*
*** Participates in Urban County program*
Note: Figures account for only the portions of each place that fall within Travis County.
Source: 2006-10 American Community Survey (B25003A, B25003B, B25003D, B25003I)

Household Size and Protected Class Status

Larger families may be at risk for housing discrimination on the basis of race and the presence of children (familial status). A larger household, whether or not children are present, can raise fair housing concerns. If there are policies or programs that restrict the number of persons that can live together in a single housing unit, and members of the protected classes need more bedrooms to accommodate their larger household, there is a fair housing concern because the restriction on the size of the unit will have a negative impact on members of the protected classes. Such policies do not exist in Travis County at the County level, but can potentially exist in municipal ordinances.

In the Urban County, minorities were more likely than Whites to live in households with three or more people. In 2010, 45.2% of White households had three or more people. By comparison, 49% of Black households, 64.7% of Asian households and 67% of Hispanic households were considered to be large.

FIGURE 3-23

Housing Tenure by Race and Ethnicity, 2010

	Percent of Families with Three or More Persons	
	Travis County	Urban County*
White	33.6%	45.2%
Black	39.8%	49.0%
Asian	46.3%	64.7%
Hispanic	56.8%	67.0%
Total	37.6%	50.8%

** Includes all unincorporated space and the village of Webberville.*
Note: Sample size for other racial groups was not sufficiently large for reliable analysis.
Source: Census 2010 (SF1, P28)

FIGURE 3-24

Housing Tenure by Race and Ethnicity, 2010

	Renter-Occupied Housing Stock		Owner-Occupied Housing Stock	
	# units	% of all units	# units	% of all units
Urban County*				
0-1 bedroom	4,562	31.0%	628	1.4%
2 bedrooms	4,046	27.5%	3,465	7.9%
3 or more bedrooms	**6,103**	41.5%	**39,881**	90.7%
Total	14,711	100.0%	43,974	100.0%

** Includes all unincorporated space and the village of Webberville.*
Source: 2006-10 American Community Survey (B25042)

Only one-fifth of rental units in the County have three or more bedrooms, compared to more than nearly four-fifths of owner units.

To adequately house larger families, a sufficient supply of larger dwelling units consisting of three or more bedrooms is necessary. In the Urban County, there are fewer options to rent a unit to accommodate large families. Of the 14,711 rental units in 2010, only 41.5% had three or more bedrooms, compared to 90.7% of the owner housing stock.

Housing Costs

Increasing housing costs are not a direct form of housing discrimination. However, a lack of affordable housing does constrain housing choice. Residents may be limited to a smaller selection of neighborhoods because of a lack of affordable housing in those areas.

Between 1990 and 2010, median housing value (adjusted for inflation to 2010 dollars using BLS indices) increased an incredible 55.2% across Travis County, while real median income rose only 17.7% in real dollars. Median gross rent increased a comparable 52.8% during the same years. The steep increase in median housing value paired with a modest rise in real income means that buying a house is relatively more expensive for individuals and families.

The number of affordable rental units in the Urban County declined between 2000 and 2010. The number of units renting for less than $500 fell by more than half (55.6%). During the same time, the number of units renting for more than $1,000 per month increased from 2,403 to 6,666, or 177%. The data does not provide a distinction between units that were actually lost from the inventory (through demolition, etc.) and those for which rents were increased. This figure should be analyzed with an understanding that $500 was worth more in 2000 than in 2010, due to inflation. This figure, due to the categorical nature of the variable, cannot be adjusted for inflation.

FIGURE 3-25

Changes in Housing Value, Rent and Income, 2000 to 2010

	Median Housing Value (in 2010 $)	Median Gross Rent (in 2010 $)	Median Household Income (in 2010 $)
1990	$129,074	$583	$45,961
2000	$164,311	$811	$59,418
2010	$200,300	$891	$54,074
Change	**55.2%**	**52.8%**	**17.7%**

Sources: U.S. Census Bureau, 1990 Census (STF3-H061A, H043A, P080A), Census 2000 (SF3-H76, H63, P53), 2006-10 American Community Survey (B25077, B25064, B19013); Calculations by Mullin & Lonergan Associates, Inc.

FIGURE 3-26

Loss of Affordable Rental Housing Units, 2000 to 2010

Units Renting for:	2000	2010	Change #	Change %
Urban County*				
Less than $500	756	336	-420	-55.6%
$500 to $699	2,445	1,832	-613	-25.1%
$700 to $999	3,520	5,465	1,945	55.3%
$1,000 or more	2,403	6,666	4,263	177.4%

** Includes all unincorporated space and the village of Webberville.*
Sources: U.S. Census Bureau, Census 2000 (SF3, H062), 2006-10 American Community Survey (B25063)

Between 1990 and 2010, real median housing value soared 55.2% in Travis County, while real household income rose only 17.7%.

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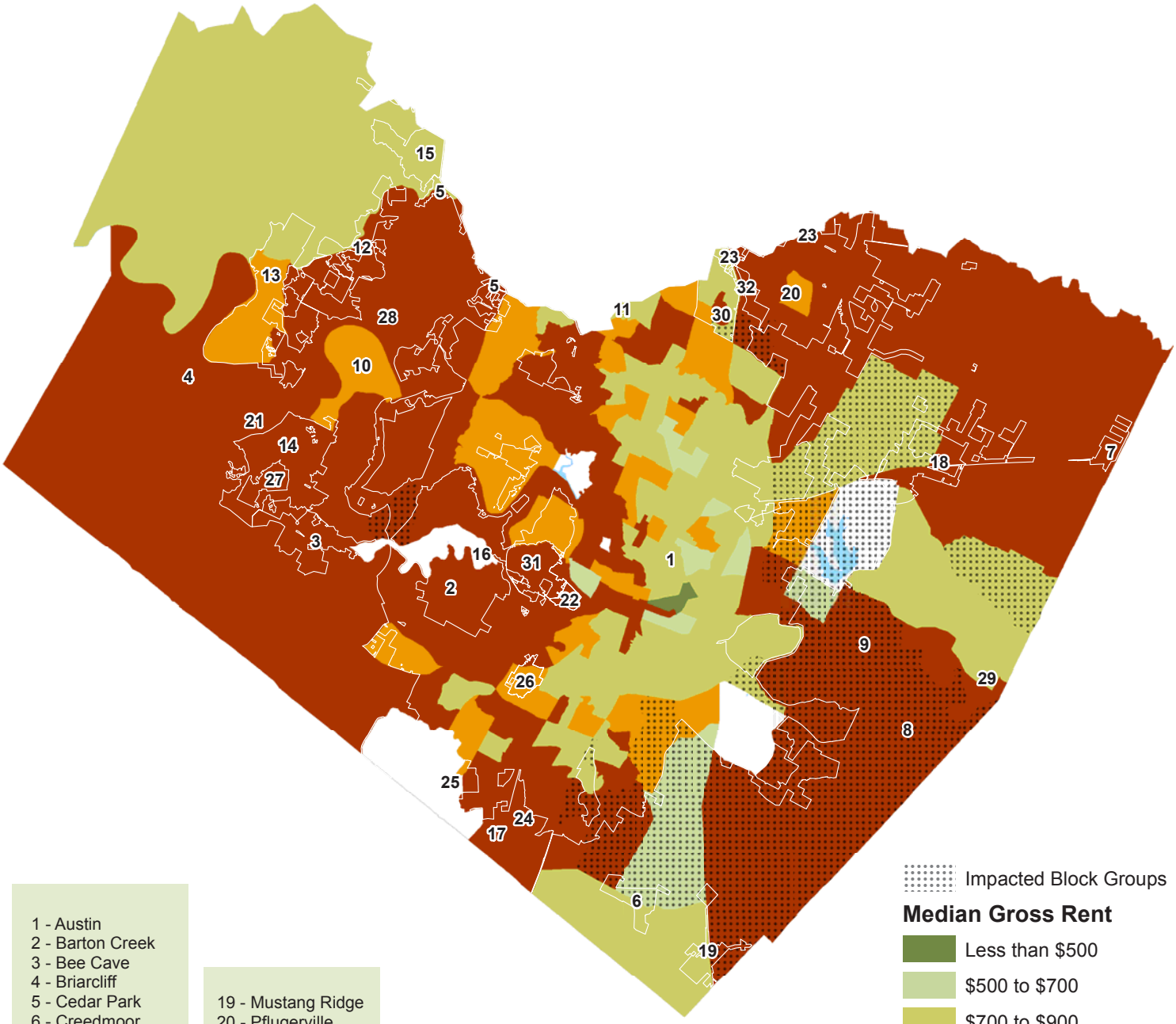
MAP 3-12
Median Gross Rent
by Census Tract, 2010

Source: 2010 Census SF-1



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The National Low Income Housing Coalition provides annual information on the Fair Market Rent (FMR) and affordability of rental housing in counties and cities in the U.S. for 2012. In Travis County, the FMR for a two-bedroom apartment is $989. In order to afford this level of rent and utilities without paying more than 30% of income on housing, a household must earn $3,297 monthly or $39,560 annually. Assuming a 40-hour work week, 52 weeks per year, this level of income translates into a Housing Wage of $19.

In Travis County, a minimum-wage worker earns an hourly wage of $7.25. In order to afford the FMR for a two-bedroom apartment, a minimum-wage earner must work **105** hours per week, 52 weeks per year. The NLIHC estimates that 53% of Travis County renters are currently unable to afford the two-bedroom FMR.

Monthly Supplemental Security Income (SSI) payments for an individual are $698 in Travis County and across Texas. If SSI represents an individual's sole source of income, $209 in monthly rent is affordable, while the local FMR for a one-bedroom is $812.

Map 3-12 displays median gross rent rates by census tract across the County, illustrating the extent to which lower-cost apartments are confined to particular neighborhoods.

Minimum-wage, single-income households and those depending on SSI payments cannot afford an apartment renting at the fair market rate in Travis County.

The Urban County lost half its units renting for less than $500 between 2000 and 2010, while the number of units renting for more than $1,000 more than doubled.

One method used to determine the inherent affordability of a housing market is to calculate the percentage of homes that could be purchased by households at the median income level. It is possible also to determine the affordability of the housing market for each racial or ethnic group in the County. To determine affordability (i.e., how much mortgage a household could afford), the following assumptions were made:

- The mortgage was a 30-year fixed rate loan at a 4.0% interest rate,
- The buyer made a 10% down payment on the sales price,
- Principal, interest, taxes and insurance (PITI) combined with other consumer debt equaled no more than 35% of gross monthly income, a threshold of financial health commonly used by banks,
- Property taxes were levied at a combined median tax rate of 3%, and
- Additional consumer debt (credit cards, car payment, etc.) averaged $500.

Figure 3-26 details the estimated maximum affordable sales prices and monthly PITI payments for Whites, Blacks, Asians and Hispanics in Travis County (the sample size for income estimates in incorporated areas was too unreliably small for subtraction).

In the Austin real estate market, the 2010 median sales price for single-family homes was $175,300. The Countywide median household income in 2010 was $54,074, which translates to a maximum affordable home purchase price of $166,500. The fact that the median income in Travis County would allow a household to afford less than half of homes on the market suggests that the County is an inherently unaffordable market.

The maximum affordable home purchase prices for Whites and Asians was substantially higher than the affordable home prices for Black and Hispanic homebuyers. The maximum affordable purchase price at the median household income for Blacks was 45.4% of the median sales price and only 47.7% of the maximum affordable purchase price for the County overall.

The housing market in Travis County is widely considered to be increasingly unaffordable. Generally speaking, it is the most unaffordable to Black and Hispanic households as a function of the lower median household incomes among these groups.

FIGURE 3-27

Maximum Affordable Purchase Price by Race/Ethnicity, 2010

	Median Household Income	Monthly Mortgage Payment				Maximum Affordable Purchase Price
		Mortgage Principal & Interest	Real Estate Taxes	Homeowner's Insurance & PMI	Total Debt Service*	
Travis County	**$54,074**	**$715**	**$278**	**$80**	**$1,573**	**$166,500**
Whites	$60,809	$859	$333	$80	$1,773	$200,000
Blacks	$36,227	$342	$133	$80	$1,054	$79,500
Asians	$59,690	$836	$324	$80	$1,740	$194,500
Hispanics	$40,948	$443	$172	$80	$1,194	$103,000
2010 Median Sales Price for Single-Family Home in Austin MLS: $175,300						

* Includes PITI and $500 in assumed average monthly consumer debt service

Sources: 2006-10 American Community Survey (B19013, B19013A, B19013B); the Real Estate Center at Texas A&M University; Calculations by Mullin & Lonergan Associates, Inc.

Foreclosure

In recent years, soaring foreclosure rates across the country have threatened the viability of neighborhoods and the ability of families to maintain housing. While a growing population and job growth in the greater Austin area prevented Travis County from experiencing the relatively devastating concentration of foreclosure activity occurring in some other regions, the number of foreclosure filings has increased substantially since 2007, according to the County's latest Annual Plan. The private financing section of the AI includes more details on the lending environment, analysis of which indicates that minority households tend to receive a greater share of loans with higher interest rates, which are typically associated with a higher foreclosure risk.

Aside from its most direct consequences of displacing families and depleting the local tax base, concentrated foreclosure results in neighborhood deterioration. As many properties remain in the control of financial institutions for longer periods of time, structures are abandoned and streets become blighted, devaluing nearby property and contributing to nuisance activity.

These problems present an opportunity to incorporate fair housing incentives and affirmative marketing conditions in the disposition of property. While policy emphasis is often placed on the immediate problem of getting abandoned property efficiently back into an owner's hands and onto the tax rolls, the volume of foreclosure vacancies and the extent to which they disproportionately affect racially/ethnically concentrated areas of poverty calls for attention to fair housing considerations in their disposition.

Map 3-13 displays the location of residential properties listed for auction in 2010 and 2011. Most of the listings (3,939 in 2010 and 3,387 in 2011) are for single-family homes, though other owner-occupied home types such as condominiums, duplexes, mobile homes and townhomes are illustrated with markers of varying colors.

At the scale required for Map 3-13 to fit into the AI document, the map does not display one dot per auction record. However, zooming in to particular areas of the map reveals neighborhood-level patterns, such as heavy concentrations on particular street blocks. Map insets appear as Figure 3-27.

While 15.2% of all housing units in Travis County were located in unincorporated areas in 2010, 27.7% of foreclosure auction listings from 2010 and 2011 were for homes in unincorporated areas. Therefore, while the raw number of foreclosures occurring in the Urban County is far lower than in Austin, foreclosure occurs with greater relative frequency in the Urban County.

With regard to other patterns, mobile home foreclosures are more common in unincorporated areas, though this is also a reflection of the distribution of housing by structure type across the County. As mentioned previously in the Housing Inventory section, multi-family properties are concentrated in Austin, while mobile homes are located primarily outside of the city. Similarly, condominium foreclosures tend to be located in Austin.

The data analyzed in this section was reported by Foreclosure Listing Service, Inc., a proprietary source that publishes data on the number of properties posted for auction. This indicates pre-foreclosure status and a risk for foreclosure, though not all postings result in an actual foreclosure. Because a property may be listed for foreclosure more than once, it is possible that the totals reflect any homes that were listed in both 2010 and 2011, though duplicates within a single year were removed from the data.

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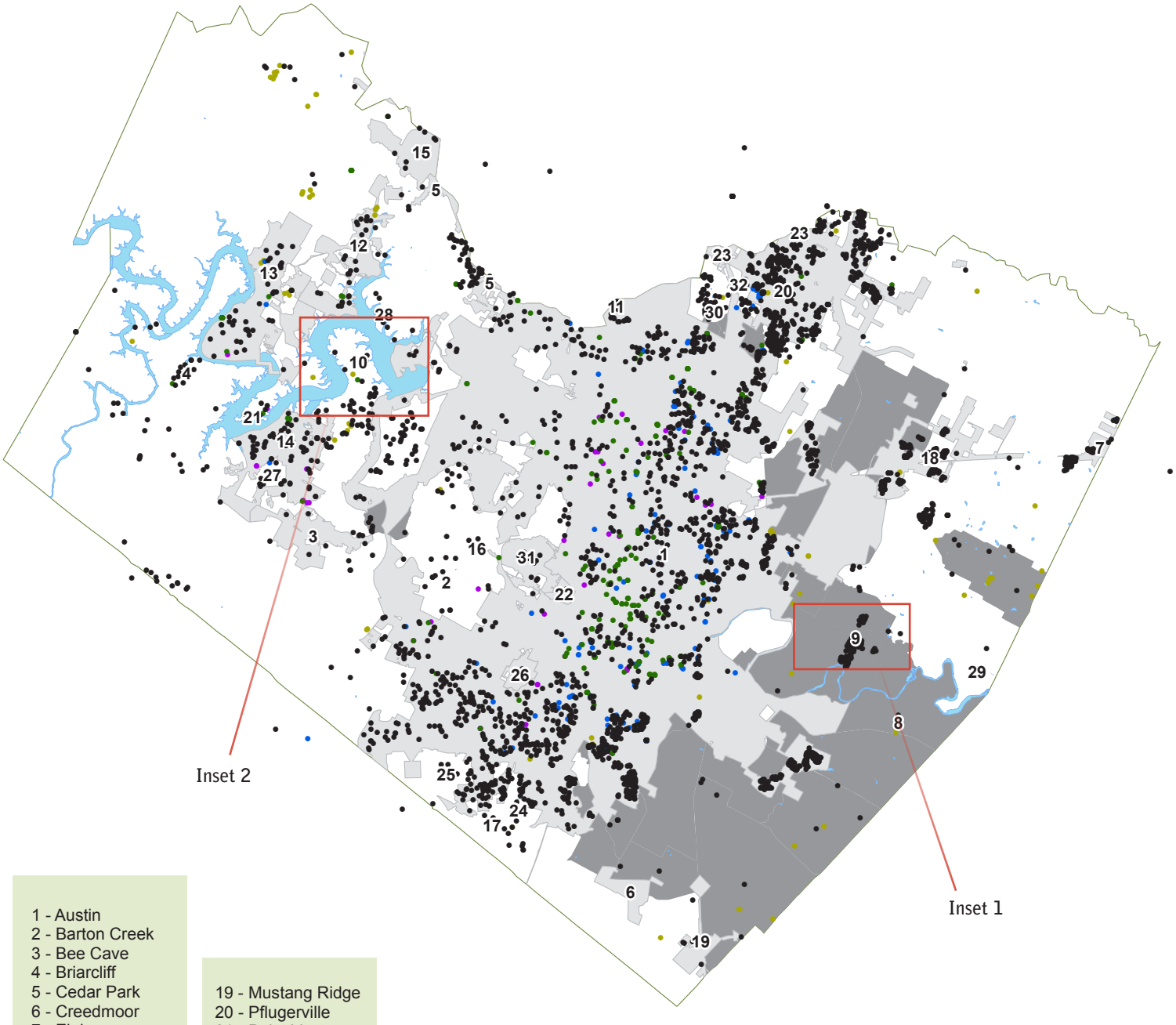
MAP 3-13
Foreclosure Listings by Address and Structure Type, 2010 and 2011

Source: Foreclosure Listing Service, Inc.



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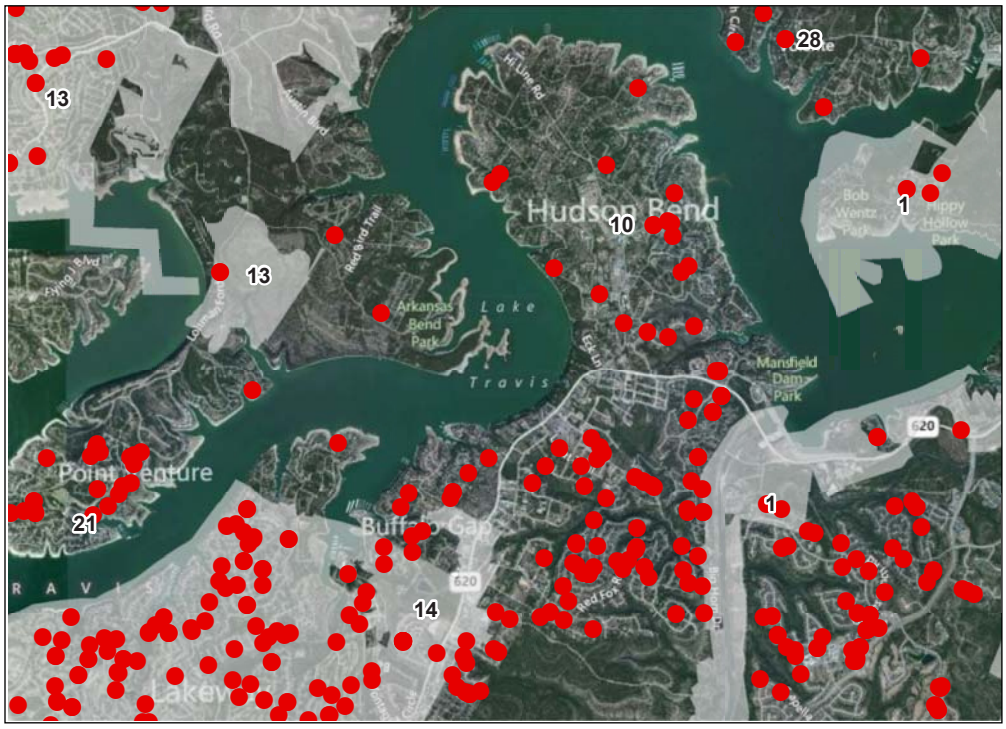
32 - Windemere

- Single-Family Residential
- Condominium
- Duplex
- Mobile Home
- Townhouse
- Urban County Exceptions
- Impacted Block Groups

FIGURE 3-28
Insets, 2010-2011 Foreclosure Auction Filings

Inset 1: Hornsby Bend

Inset 2: Hudson Bend



In 2010 and 2011, 27.7% of the County's foreclosure auction listings were in unincorporated areas, compared to only 15.2% of all housing units.

4 RECORDS OF HOUSING DISCRIMINATION

This section analyzes the existence of fair housing complaints or compliance reviews where a charge of a finding of discrimination has been made. Additionally, this section will review the existence of any fair housing discrimination suits filed by the United States Department of Justice or private plaintiffs in addition to the identification of other fair housing concerns or problems.

Citizens of Travis County can receive fair housing services from a variety of organizations, including but not limited to the Texas Workforce Commission Civil Rights Division and the Austin Tenants' Council. These groups provide education and outreach, sponsor community events, process fair housing complaints, and in some cases investigate complaints through testing, and/or work to promote a mutual understanding of diversity among residents.

Existence of Fair Housing Complaints

A lack of filed complaints does not necessarily indicate a lack of a problem. Some persons may not file complaints because they are not aware of how to file a complaint or where to go to file a complaint. Discriminatory practices can be subtle and may not be detected by someone who does not have the benefit of comparing his treatment with that of another home seeker. Other times, persons may be aware that they are being discriminated against, but they may not be aware that the discrimination is against the law and that there are legal remedies to address the discrimination. Also, households may be more interested in achieving their first priority of finding decent housing and may prefer to avoid going through the process of filing a complaint and following through with it. According to the Urban Institute, 83% of those who experience housing discrimination do not report it because they feel nothing will be done. Therefore, education, information, and referral regarding fair housing issues remain critical to equip persons with the ability to reduce impediments.

A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

The Office of Fair Housing and Equal Opportunity (FHEO) at HUD receives complaints from persons regarding alleged violations of the federal Fair Housing Act. Fair housing complaints originating in Travis County were obtained and analyzed for the five-and-a-half year period of January 2007 through June 2012. In total, HUD reported receipt of 649 complaints originating in Travis County during this period, an average of approximately 118 per year. However, all but 39 of the complaints originated in Austin, which

is beyond the geographic scope of this AI. Focusing the review of complaints on those occurring outside of the city allows for the more precise identification of trends that the Urban County has the jurisdiction to address. Outside of Austin, 39 housing complaints were filed during the last five years, an average of about seven annually. This is on par with the neighboring Urban County of Williamson County, which also averages seven complaints per year in CDBG-eligible areas.

A note on methodology is worth mention here. Each HUD field office maintains a slightly different method of record keeping. Complaint data reported by the San Antonio field office includes a separate complaint record for each issue: Therefore, a case dealing with both alleged failure to make a reasonable accommodation and discriminatory terms would be counted as two cases. For the purpose of this analysis from this point on, such cases have been combined and are counted as one. After the removal of duplicate records, the 39 complaints outside of Austin consolidate to 23 unique cases.

There was no clear trend of increase or decline in complaints with HUD during the years studied, as a low of one complaint in 2008 was followed by a high of 13 complaints in 2009. Typically, complaint trends in a given area can be driven by the activities of a local advocate, in this case Austin Tenants Council, or affected by public awareness of fair housing rights and means of redressing violations. Five of the 23 unique cases outside of Austin were filed by ATC, which provides the service of walking tenants through the discrimination complaint process. HUD provided data on closed cases only, so it is unclear how many cases are currently unresolved.

Of the 23 unique cases outside of Austin, 16 (69.6%) regarded properties in Pflugerville. Round Rock had two cases, while one case was reported in each of Del Valle, Manchaca and Manor. HUD also counted two Wichita Falls cases in Travis County records, though that location is in Wichita County.

Six of the 16 Pflugerville cases involved allegations of failure to make reasonable accommodation at a particular property: Cambridge Villas. This is an affordable housing development of 208 fourplex apartments for seniors that was developed by the nonprofit developer associated with the Housing Authority of Travis County (the Strategic Housing Finance Corporation of Travis County). According to the Corporation, 15 units at this site are designed for persons with mobility disabilities, including four units that also include features for persons with sensory disabilities. A third-party property manager oversees the apartments. Of the six cases filed against Cambridge Villas, one ended with a conciliation/settlement and five were withdrawn by the complainant.

Of the 23 housing discrimination complaints filed with HUD since 2007 related to cases outside of Austin, six alleged disability-related discrimination at a single property in Pflugerville.

Disability was the predominant basis for complaint, factoring into 15 of the 23 unique cases (65.2%). Familial status, race and sex were each cited in three cases, and national origin was cited once. Three of the 23 cases involved more than one issue.

Of the 23 cases outside of Austin that were closed as of June 2012, six (26.1%) resulted in a successful conciliation or settlement. A complaint is considered conciliated when all of the parties to the complaint enter into a conciliation agreement with HUD. Such agreements include benefits for the complainant, and affirmative action on the part of the respondent, such as civil rights training. HUD has the authority to monitor and enforce these agreements. The settled cases were geographically scattered (Manor, Manchaca, Pflugerville, Round Rock), and three were filed by ATC. Four involved disability-related charges, such as discriminatory terms, conditions or privileges or a failure to make reasonable accommodation. The remaining two, both ATC cases, involved discriminatory advertising.

Of the 23 total unique cases, four (17.4%) were found to be without probable cause. This occurs when the preponderance of evidence obtained during the course of the investigation is insufficient to substantiate the charge of discrimination. Another 12 cases (52.2%) were administratively closed, due to complaint withdrawal before or after resolution or the complainant's refusal to cooperate.

Caution should be used when interpreting complaints that are administratively closed. This resolution does not always mean that housing discrimination has not occurred. In the case of a complainant withdrawing a complaint, an uncooperative complainant, or a complainant who cannot be located, it is possible that the complainant changed her mind, experienced intimidation, decided against the trouble of following through with the complainant, chose to seek other housing without delay, or some other reasons.

As Figure 4-1 demonstrates, the most commonly cited grounds for complaint were discriminatory terms, conditions, privileges or services/facilities. This general category represented 15 complaints, about two-thirds of the total. The disability-related issues of reasonable accommodation and modification surfaced 12 times, and four cases alleged discriminatory advertising.

FIGURE 4-1

Issues Cited in HUD Discrimination Complaints, 2007-2012

Issue for Complaint	Occurrence	% of Total
Terms, conditions, privileges or services/facilities	15	65.2%
Failure to make a reasonable accommodation	9	39.1%
Advertising	4	17.4%
Failure to permit a reasonable modification	3	13.0%
Refusal to rent	2	8.7%
Financing	2	8.7%
Acts under Section 818 (coercion, etc)	2	8.7%
Non-compliance with design requirements	2	8.7%

Source: HUD, San Antonio Regional Office

B. TEXAS WORKFORCE COMMISSION

The Texas Workforce Commission Civil Rights Division (TWCCRD) accepts and investigates fair housing complaints, cross-filing each it receives with HUD. While both organizations maintain a record of the case, only one agency investigates and seeks resolution of each case. TWCCRD provided data on 18 resolved housing complaints originating across Travis County between January 2007 and June 2012, 10 of which were outside of Austin.

As with the HUD complaints for the same years, the prevalent basis for complaint was disability, which factored into nine of the 10 cases outside of Austin. National origin was the basis for the remaining complaint, and two of the disability-related complaints also alleged discrimination on the bases of familial status and race.

Also similar to the HUD complaints, a large share, seven of 10, were related to properties in Pflugerville, though it is unclear if any involve the senior housing site involved in many of the HUD complaints. One complaint involved a property in Cedar Park, and two were based in Round Rock.

One of the Round Rock complaints, an allegation of refusal to rent and discriminatory terms/privileges on the basis of disability and familial status, resulted in a conciliation.

With regard to other outcomes, six of the 10 cases were closed with a determination of no probable cause, and three were administratively closed due to complaint withdrawal or failure to cooperate with TWCCRD's investigation.

Disability was the issue most commonly cited in fair housing complaints across the Urban County.

Discrimination Testing

The Austin Tenants Council (ATC) is a HUD-certified counseling agency that participates in HUD's Fair Housing Initiatives Program (FHIP), through which ATC partners with HUD to help people identify government agencies that handle complaints of housing discrimination. In filing and settling complaints, ATC's primary goal is not financial compensation, but generally compelling defendants to complete fair housing training and, if applicable, make reasonable accommodations. ATC is not an enforcement agency, so its cases are investigated by HUD, TWCCRD or a local body, such as the City of Austin's Human Rights Commission. In Austin, local ordinances establish additional protected classes, including sexual orientation, marital status, gender identity, student status and age, that do not apply in the Urban County.

During AI interviews, ATC staff members explained that there is no statutory protection from discrimination on the basis of a person's source of income, which makes it legally acceptable for a landlord to refuse to rent to a family receiving government assistance. This, ATC said, is an important barrier to housing choice in Travis County, as only about 10% of landlords in Austin accept housing vouchers. The number is likely even smaller outside city borders, given the relative scarcity of affordable rental units in unincorporated areas.

As part of its activities as a FHIP participant, ATC has conducted between 100 and 150 fair housing tests across Central Texas in recent years. Testing commonly occurs when new multi-family rental properties come online to determine whether facilities are designed and built according to the standards of accessibility mandated by federal law. ATC has found multiple sites in violation, including those in receipt of federal funding. The Council also conducts paired testing of advertised rental or sales properties to determine whether landlords, Realtors or sellers comply with their responsibilities under the Fair Housing Act.

County Involvement in Fair Housing Cases

Travis County is not subject to or operating under any desegregation orders or unlawful segregation orders. The County is not currently involved in or a party to any fair housing lawsuits, nor has it been a party to such litigation in the past five years.

The Del Valle Community Coalition filed a discrimination complaint with HUD against Travis County that is currently under investigation. The complaint alleges that conditions were imposed on a group of Hispanic and Black persons in violation of Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, with respect to the issuance and/or denial of gravel mining permits in Travis County. The County denies that it discriminated on the basis of race and/or national origin, or any other unlawful basis. In connection with the complaint, HUD requested information regarding TXI Permit #08-2115 in particular, as well as information regarding all permits issued for sand and gravel mining, backfill pits or other similar operations for Eastern Travis County and Western Travis County since 2001. The County has complied with all requests made to date.

5 REVIEW OF PUBLIC SECTOR POLICIES

The analysis of impediments is a review of impediments to fair housing choice in the public and private sector. Impediments to fair housing choice are any actions, omissions, or decisions taken because of race, color, religion, sex, disability, familial status or national origin that restrict housing choices or the availability of housing choices, or any actions, omissions or decisions that have the effect of restricting housing choices or the availability of housing choices on the basis of race, color, religion, sex, disability, familial status or national origin. Policies, practices or procedures that appear neutral on their face but which operate to deny or adversely affect the provision of housing to persons of a particular race, color, religion, sex, disability, familial status, or national origin may constitute such impediments.

An important element of the AI includes an examination of public policy in terms of its impact on housing choice. This section evaluates the public policies in the Urban County to determine opportunities for furthering the expansion of fair housing choice.

Policies Governing Investment of Funds for Housing and Community Development

From a budgetary standpoint, housing choice can be affected by the allocation of staff and financial resources to housing related programs and initiatives. The decline in federal funding opportunities for affordable housing for lower-income households has shifted much of the challenge of affordable housing production to state, county and local government decision makers.

The recent Westchester County, NY, fair housing settlement also reinforces the importance of expanding housing choice in areas outside of high-poverty concentrations of racial and/or ethnic minorities. Westchester County violated its cooperation agreements with local units of government which prohibit the expenditure of CDBG funds for activities in communities that do not affirmatively further fair housing within their jurisdiction or otherwise impede the county's action to comply with its fair housing certifications. As an Urban County jurisdiction, Travis County is similarly bound to ensure that its entitlement funds are applied only in ways that are consistent with this aim.

Travis County receives federal entitlement funds from HUD in the form of the Community Development Block Grant (CDBG) program, the primary objective of which is to develop viable urban communities by providing decent housing, a suitable living environment, and economic opportunities, principally for persons of low and moderate income levels. For fiscal year 2011, HUD allocated $790,136 in formula grant funds to the County. Funds can be used for a wide array of activities, including: housing rehabilitation, homeownership assistance, lead-based paint detection and removal, construction or rehabilitation of public facilities and infrastructure, removal of architectural barriers, public services, rehabilitation of commercial or industrial buildings, and loans or grants to businesses.

The County's CDBG program, administered within the Department of Health and Human Services and Veterans Services, is young by national standards. Urban Travis County met the population threshold for entitlement community status and was designated as a program community in 2006. The initial operation of the grant program was delayed due to an allocation error from HUD, which resulted in later issues with timeliness. As of the 2011 Annual Plan, the Urban County was administering funds from each of the previous five years concurrently.

The CDBG program's spending mix reflects an exhaustive and professional Consolidated Planning process. The latest multi-year plan, for program years 2011 through 2013, bases its identification of local needs in a comprehensive analysis of available data indicators and community outreach. The County lists three overarching priorities: assisting low- and moderate-income households in obtaining affordable housing, improving the safety and livability of neighborhoods and increasing access to services.

The County has allocated general funds for some activities that further fair housing, such as the AI and tenant services.

To address these priorities, the County has invested CDBG funds in eligible infrastructure installation and improvement projects in low- and moderate-income areas, funded an owner-occupied rehabilitation program and home buyer assistance, provided essential public services to underserved populations and acquired land for affordable housing.

The geographic scope of the Urban County's CDBG program currently includes unincorporated areas of Travis County and the Village of Webberville, the only participating municipality. Incorporated communities that are not part of the Urban County program may compete at the state level for CDBG funds.

Due to limited resources, the CDBG budget for 2006-2011 did not include a line item for pure fair housing activities such as education, outreach or testing, though fair housing activities are funded in 2012. The provision of fair housing services is eligible as either a program administration cost, per 24 CFR 570.206, or as a public service, per 24 CFR 570.201(e). Funding from other County sources has included allocations for fair housing purposes, such as the development of this report and renters' rights assistance services.

Travis County does not receive a direct federal entitlement of HOME funds, which would provide for the development and rehabilitation of affordable rental and ownership housing for low- and moderate-income households. However, the County's Housing Finance Corporation (HFC) works with the Texas Department of Housing and Community Affairs (TDHCA) to address this need, administering a single-family home ownership program and issuing tax-exempt bonds that finance the construction or acquisition of multi-family apartments that provide affordable rental housing to income-eligible families. In the administration of its multi-family bond program, HFC has a stated goal of promoting efficient, well-planned growth and development, particularly proper coordination with surrounding uses, including mass transit if possible, and the limitation and prevention of potential urban blight.

Policies of both the CDBG program and the Housing Finance Corporation are covered in this section of the AI.

A. PROJECT PROPOSAL AND SELECTION

The CDBG program has three separate applications: for County departments (and Webberville), for nonprofit organizations and for resident groups. Applications are accepted on a rolling basis, though each year's funding cycle closes on March 31. Staff members review proposals and potential sites to identify and evaluate all aspects of projects before submitting recommendations to Commissioners Court on which projects should receive funding.

The Court annually approves the criteria for CDBG project selection, which are explained in each year's application materials. Once projects are determined to be CDBG-eligible and consistent with the program's national objectives, they are ranked according to the degree to which they address a high-priority goal of the Strategic Plan, their feasibility, the number of beneficiaries, the benefit to low- and moderate-income persons and whether they include a leverage or match of funding from another source. Infrastructure projects may be phased over three years to achieve 100% funding.

The Housing Finance Corporation evaluates proposals for its bond financing programs on a rolling basis. The Corporation has not established a points system tied to evaluation criteria, but considers multiple angles in determining whether a project should be funded. Feasibility is a primary issue, though location is also a factor. HFC has rejected a proposal for affordable housing development that was "within a stone's throw" of two other subsidized properties to avoid concentration, according to staff members.

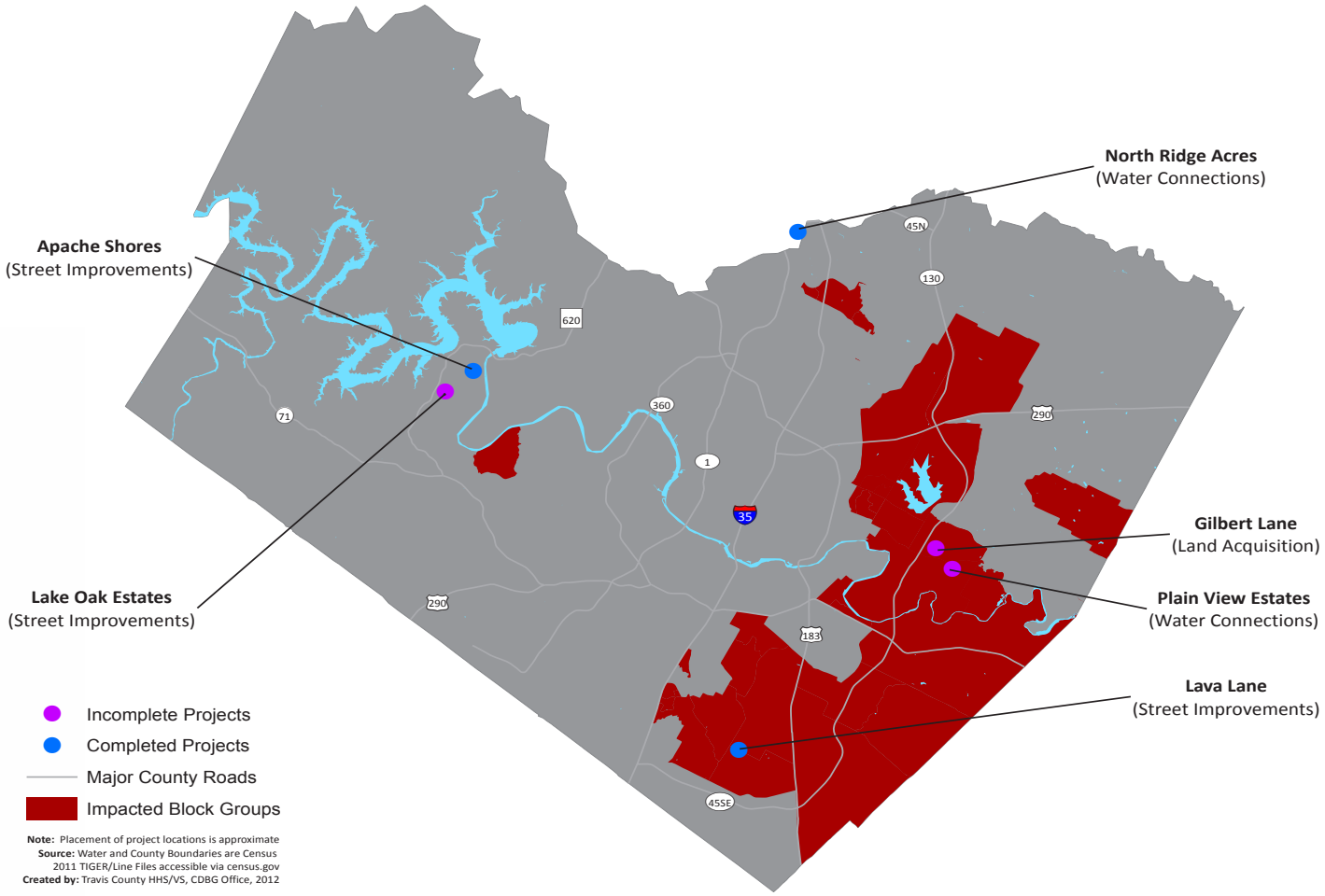
B. GEOGRAPHIC DISTRIBUTION OF INVESTMENTS

To incorporate fair housing best practices, the County's CDBG staff incorporates mapping to a high degree in planning and project selection. One of the first steps in reviewing a CDBG application is to locate the proposed site on a map relative to the County's low- and moderate-income areas and block groups of racial and/or ethnic concentration.

Because the Urban County's CDBG program is not in the business of housing development or redevelopment, its investments in broadening housing opportunities come in the form of creating access, mostly through the installation or improvement of infrastructure or acquisition of land, such as the acquisition of space along Gilbert Lane for the development of affordable housing. By the nature of that work, much of it occurs in neighborhoods in sore need of an improvement in living environment. In Travis County, this includes isolated, impoverished areas that may lack access to public water and sewer and other basic amenities. However, with a goal of connecting lower-income residents with increased options in affordable housing, the County has worked to identify street-level pockets of poverty in the typically more affluent western half of the County where strategic CDBG investment could improve access to a high-opportunity neighborhood.

The County's CDBG program reflects an effort to balance the improvement of living conditions in impoverished areas with the creation of access to opportunity-rich neighborhoods.

MAP 5-1
Travis County CDBG Project Sites, 2006-2012



Map 5-1, which includes sites for CDBG projects proposed, in progress and completed dating back to 2006, demonstrates a balance between improving the living environment in impacted areas and facilitating access to other areas of the County.

The Housing Finance Corporation provided addresses for its current portfolio of project sites, which includes more than 3,600 units funded through the multi-family bond program, 117 homes that were purchased through down payment assistance, 34 sites where tenant-based rental assistance has been used to make apartments or rental homes affordable, and eight Neighborhood Stabilization Program (NSP) undertakings. All of these sites are plotted in Map 5-2.

Most of HFC's multi-family stock appears to be concentrated in Austin, where the majority of its multi-family structures are located. Of 16 such sites, 14 are located in the city, while two sites totaling a combined 510 units are in Pflugerville.

HFC's single-family assistance is, however, limited to unincorporated areas. Self-sufficiency tenants are focused in Pflugerville, though some households are scattered into other areas, including the western half of the County. The locations of households receiving tenant-based assistance are limited to properties with landlords willing to participate in the program. Due to record lows in rental vacancies, HFC has found that locating single-family rental units that will accept households with assistance is very difficult. To broaden opportunities, HFC is currently in the process of creating landlord collateral materials to increase landlord outreach and participation in the program.

Few of the affordable multi-family rental units created through HFC partnerships are located in the Urban County.

C. AFFIRMATIVE MARKETING

The County is federally required to adopt affirmative procedures and requirements for all CDBG- or HOME-assisted housing with five or more units. Such a plan should include:

- Methods of informing the public, owners, and potential tenants about fair housing laws and the Urban County's policies
- A description of what the owners and/or the Urban County will do to affirmatively market housing assisted with CDBG funds
- A description of what the owners and/or the Urban County will do to inform persons not likely to apply for housing without special outreach
- Maintenance of records to document actions taken to affirmatively market CDBG-assisted units and to assess marketing effectiveness, and
- A description of how efforts will be assessed and what corrective actions will be taken where requirements are not met.

The County has prepared and implemented a comprehensive Affirmative Marketing Plan that applies to the CDBG program in particular. HFC complies with the requirements of its own funding programs, such as the HOME program, in ensuring adequate marketing of the housing opportunities it creates.

Though the County has not adopted a human rights ordinance to expand the classes protected by law from housing discrimination in the private market, the Affirmative Marketing Plan extends protection beyond the federally protected classes of race, color, national origin, religion, sex, familial status and disability to also include marital status, sexual orientation and gender identity. This reflects recent changes to HUD program regulation prohibiting HUD-funded entities from discriminating on those grounds.

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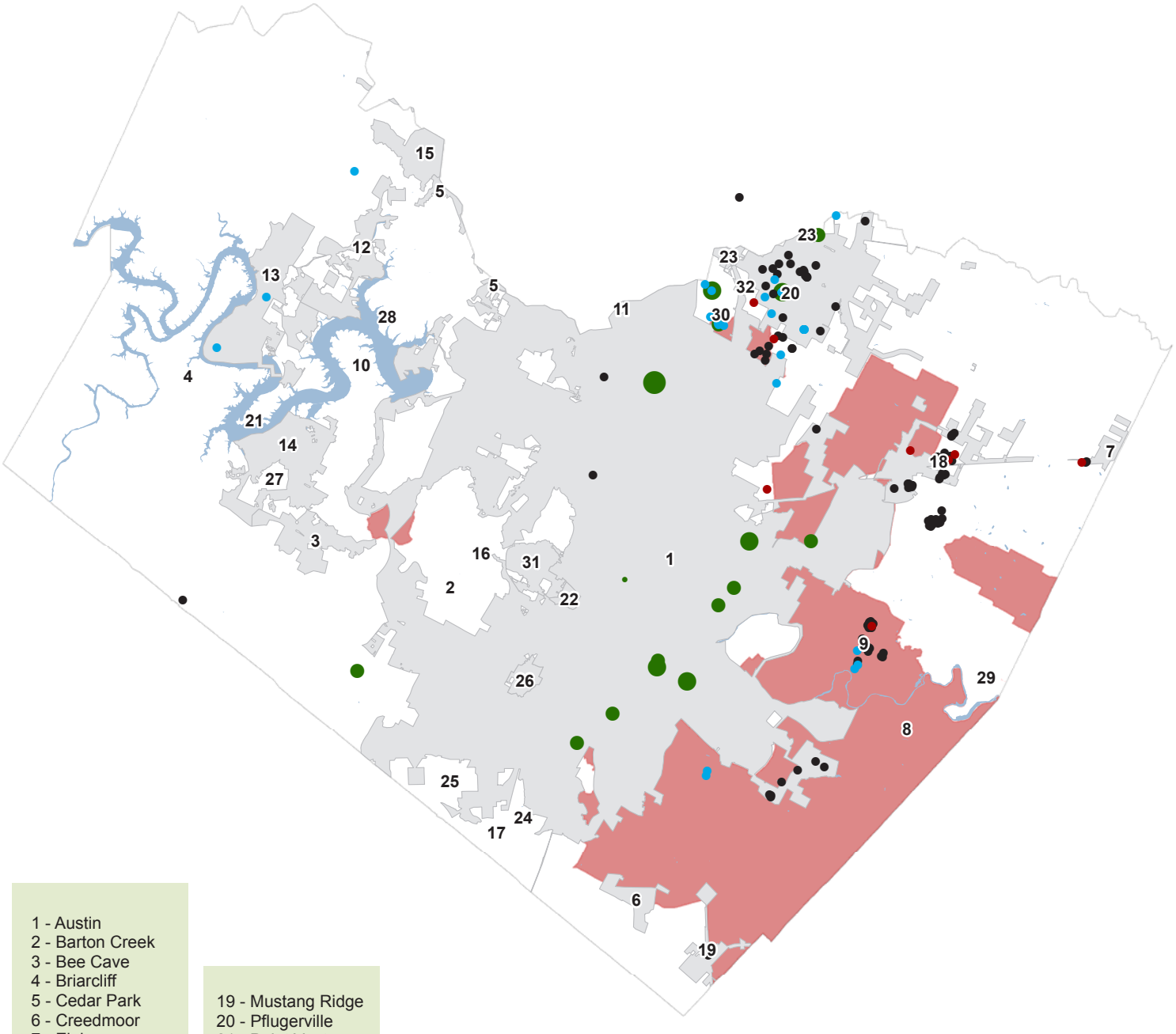
MAP 5-2
Travis County Housing Finance Corporation
Portfolio of Assisted Units by Program, 2012

Source: Travis County Housing Finance Corporation



1 - Austin
2 - Barton Creek
3 - Bee Cave
4 - Briarcliff
5 - Cedar Park
6 - Creedmoor
7 - Elgin
8 - Garfield
9 - Hornsby Bend
10 - Hudson Bend
11 - Jollyville
12 - Jonestown
13 - Lago Vista
14 - Lakeway
15 - Leander
16 - Lost Creek
17 - Manchaca
18 - Manor

19 - Mustang Ridge
20 - Pflugerville
21 - Point Venture
22 - Rollingwood
23 - Round Rock
24 - San Leanna
25 - Shady Hollow
26 - Sunset Valley
27 - The Hills
28 - Volente
29 - Webberville
30 - Wells Branch
31 - West Lake Hills
32 - Windemere

- Neighborhood Stabilization Program
- Tenant-Based Rental Assistance
- Down Payment Assistance
- Urban County Exceptions
- Impacted Block Groups

Multi-Family Bond Program
Number of Units

- Unknown
- Up to 250
- 250 to 400
- 400 to 600

The Affirmative Marketing Plan states a policy to accommodate people with disabilities and those who do not speak English. The latter are specifically accommodated by the presence of translators at community meetings in precincts where more than 25% of the population speaks a non-English language. Additionally, all marketing and outreach materials are translated into Spanish for purposes of affirmatively marketing to the Hispanic population, and Spanish-language notices are published in Spanish-language periodicals of general circulation. The Plan specifies that all materials, outreach and marketing for Hispanic households must be available in both English and Spanish.

According to the Plan, marketing plans for all housing projects will be specifically designed to reflect their location, the local demographic profile and the type of opportunities being made available. (For instance, marketing for a home ownership program would involve special outreach to Hispanic and Black homebuyers, as they have experienced disproportionate cost burden related to home ownership.)

The Plan includes suggestions for targeted outreach efforts, including selecting neighborhoods in which to disseminate information, advertising in minority-specific publications and distributing information to community organizations, places of worship, fair housing groups, housing and social service centers and housing counselors.

In order to ensure awareness of and compliance with the Plan, the CDBG program requires subrecipients to maintain a training program that includes an overview of affirmative marketing and fair housing. Affirmative outreach and marketing activites are required to be documented, and the Plan suggests use of the standardized HUD Form 27061H, "Race and Ethnic Data Reporting." Subrecipients are held accountable through annual reporting in the County's CAPER.

The Plan concludes with contact information for complaints and grievances related to problems with affirmative marketing, along with contact information related to fair housing issues in general.

By fair housing standards, the Plan is comprehensive and specific, including detailed information on the County's expectations for its own programs and for activities being administered by any subrecipients. The only potential area for further specificity would be a statement of consequences for noncompliance with the Plan, which could potentially include a recapture of funds, disallowance of future participation in the CDBG program and/or referral of the matter to HUD and/or a fair housing rights organization such as Austin Tenants Council.

The CDBG Affirmative Marketing Plan could be strengthened by adding a statement of consequences for noncompliance.

Appointed Boards and Commissions

A community's sensitivity to fair housing issues is often determined by people in positions of public leadership. The perception of housing needs and the intensity of a community's commitment to housing related goals and objectives are often measured by board members, directorships, and the extent to which these individuals relate within an organized framework of agencies, groups, and individuals involved in housing matters. The expansion of fair housing choice requires a team effort and public leadership and commitment is a prerequisite to strategic action.

The following boards and commissions were identified to influence issues related to housing and land use in Travis County.

A. COA COMPREHENSIVE PLAN ADVISORY COMMITTEE

This panel was appointed by Commissioners Court to provide input to the City of Austin during the development of its latest Comprehensive Plan. The city's resolution called for one representative and one alternate to represent the extra-territorial jurisdiction (ETJ) in the following areas: Land Use; Transportation; Storm Water Management and Water Quality; Natural Resources and Environmental Quality; Parks and Open Spaces; and Health and Human Services. Members were appointed to serve no more than 35 months and have finished their service, rendering the committee no longer active. Four White males and one White female participated, none of whom reported a disability.

B. HOUSING AUTHORITY OF TRAVIS COUNTY

The Housing Authority of Travis County provides affordable housing opportunities to low-income residents through the administration of the public housing and housing choice voucher programs, among other initiatives. As of June 2012, its five-member board of directors included a Black male, a Black female, a White male, a White female and a Hispanic male, none of whom were disabled. Board members serve staggered two-year terms.

C. STRATEGIC HOUSING FINANCE CORPORATION

The Strategic Housing Finance Corporation of Travis County is the nonprofit development subsidary of the Housing Authority, created to finance the costs of acquiring residential property in the County. As of June 2012, its board of directors included a Black female, a Black male, a Hispanic female, two Hispanic males, a White female and a White male. No disabilities were reported among board members.

While minorities and females are represented on appointed boards dealing with housing issues, persons with disabilities should also have a place in the discussion.

Texas, a Dillon's rule state, does not allow counties to adopt home rule; therefore, the powers they may exercise are limited to those explicitly granted by state government. For Texas counties, this does not include the authority to adopt building codes. What applies outside of incorporated boundaries are the standards of the International Building Code, which has been effectively adopted by the state. The responsibility for compliance is on builders, who submit construction reports to county governments. Even if such a report indicates that a builder has not met an aspect of the code, however, counties do not wield direct enforcement power.

Therefore, Travis County's authority over new residential construction projects concerns only the issuance of three permits: driveway (if the property is on a county-maintained road), flood plain and septic system. During AI interviews, County staff members emphasized the limitations on their land use control: "basically anything" can be sited anywhere within unincorporated space, as long as its construction conforms to the minimal standards in place.

With regard to accessibility, the International Fire Code applies to commercial structures, including multi-family dwellings, but concerns the site plan only, to the exclusion of interior features such as door widths. For single-family dwellings, the County requires developers to inform the Department of Transportation and Natural Resources (TNR) of the code to which they'll be building and submit proof of a passed inspection. Residences in incorporated areas are subject to any building codes that have been locally adopted.

The Texas Accessibility Standards require accessibility for persons with disabilities in publicly funded, state-owned and state-leased buildings, in addition to public and private buildings as defined by the ADA. During the development of the AI, the Austin Tenants Council reported that its testing of newly constructed rental projects in Travis County, with and without assistance from public sources, has revealed sites of both types that are unlawfully inaccessible to persons with physical disabilities. Given the limitations in powers afforded to Travis County by the State of Texas, the County is currently unequipped to adequately address such issues.

Accessibility of Residential Dwelling Units

The absence of meaningful authority for local control over the design and construction of new residential structures is one possible reason for reported instances of noncompliance with federal and state accessibility requirements. The County has a design and construction problem, ATC staff members said: While TNR reviews structures from the slab down and the fire marshal reviews structures for fire issues from the slab up, no one reviews the structures to determine whether they meet accessibility standards.

The aging housing stock in the County's more rural areas is not required to be accessible and, according to housing advocates, it largely is not. Accessible units are even less common among single-family structures, many of which in rural areas are in poor condition. Agencies such as the Austin Resource Center for Independent Living (ARCIL) can provide retrofitting, but reported in AI interviews that "we can't do bathroom modifications if the roof is falling in," explaining that the deterioration of aging homes creates a set of challenges complicated and expensive to address.

Instead of accessibility problems being identified during the initial phases of building, housing advocates reported that noncompliant features are often identified through the fair housing complaints process.

Retrofitting the aging housing stock in rural areas is often made infeasible by the poor condition of properties.

Language Accommodations

As noted in an earlier section of this report, the number of LEP Spanish speakers in Travis County exceeds 100,000. However, given limitations in ACS data, it is not clear how many persons with LEP are in the Urban County versus Austin, which is a separate entitlement community not served by the county. Through experience working in the community, the CDBG office is aware of particular neighborhoods within the unincorporated areas where a substantial share of the population speaks Spanish as a first language.

The County's Citizen Participation Plan and CDBG Affirmative Marketing Plan address methods of ensuring that the limited-English population has access to County programs and services, largely through ensuring that translators attend critical community events and providing documents and advertisements in both English and Spanish. CDBG staff members annually review ACS data to identify areas where more than 25% of the population speaks a non-English language, then ensures that various language services are available to meet needs in these areas. The CDBG office translates documents related to all programs that provide services (applications, notices, primary surveys, marketing material, etc.) and requires subrecipients to demonstrate how they will serve LEP clients.

The CDBG office has incorporated HUD's guidance relative to Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," in developing a preliminary policy framework that will guide its formal Language Access Plan (LAP), which staff members expect to create during the next year. Although there is no requirement to develop a LAP for persons with LEP, HUD entitlement communities are responsible for serving LEP persons in accordance with Title VI of the Civil Rights Act of 1964. Preparation of a LAP is the most effective way to achieve compliance.

In accordance with HUD's guidance, Travis County's LAP should include a four-factor analysis to determine the extent to which the translation of vital documents is warranted. (The term "vital document" refers generally to any publication that is needed to gain access to the benefits of a program or service.)

The four-factor analysis requires entitlements such as the County to evaluate the need for translation and/or other accommodations based on four factors:

- The number or proportion of persons with LEP to be served or likely to be encountered by the program
- The frequency with which persons with LEP come into contact with the program
- The nature and importance of the program, activity or services provided by the program, and
- Resources available to the grantee vs. costs

Currently, each County department is responsible to ensure that it provides adequate opportunities for engagement by LEP persons. Ideally, adoption of a set of government-wide LAP policies would somewhat standardize the ways in which Travis County serves its limited-English population, which may need assistance accessing local government programs and services.

The CDBG Office is in the process of formalizing its LAP, which should be completed within the next year.

Zoning, Land Use and Comprehensive Planning

A community's comprehensive plan is a statement of policies relative to new development and preservation of existing assets. In particular, the land use element of the comprehensive plan defines the location, type and character of future development. The housing element of the comprehensive plan expresses the preferred density and intensity of residential neighborhoods within the county. Taken together, the land use and housing elements of the comprehensive plan define a vision of the type of place that a community wishes to become.

Travis County has not adopted a comprehensive plan or similar document that contains broad objectives for land use or housing. Like all Texas counties, Travis County is limited by state law in the extent of its land use authority. In unincorporated areas, Texas counties may approve the subdivision of land, construct and maintain subdivision roads and assess costs to landowners, and may specify minimum standards for road construction and drainage. County staff members in the Department of Transportation and Natural Resources (TNR) have expressed a need to exercise more control over land use, particularly to buffer incompatible land uses and control sprawl.

In 2008, the County contracted with a research firm, NuStats, to conduct an empirical study of community views on whether the County's land use authority should be increased. The results of the research, which included 29 in-depth stakeholder interviews, an online survey and public forum, indicated that people supported the concept of more County control in unincorporated areas to manage growth and resolve incompatible uses. By a three-to-one margin, residents agreed that the Commissioners Court should have greater land use authority over unincorporated space, and by a similar margin they agreed that the Court should determine where growth should and should not occur and what types of activities should be allowed. Comprehensive planning had "almost unanimous support," with residents in favor of the Court developing, implementing and enforcing a comprehensive plan.

As a result, County staff members are examining existing plans for individual features (recreation, green space, etc.) to determine whether they can be combined in an overarching document of larger scope, which would also include study of land, water and transportation. The County continues to lobby the state legislature to expand its local land use authority.

In the meantime, in the absence of County authority, the rapid expansion of the County's population has resulted in sprawling settlement, in which subdivisions of urban character have sprung up in rural areas, increasing traffic on County roads and driving a need for off-site infrastructure improvements. Within subdivisions, developers typically handle infrastructure. Therefore, a disparity in quality has historically been noticeable: Wealthy subdivisions were built with high-quality living environments, while lower-income subdivisions were more often subject to substandard infrastructure. The County has more recently adopted subdivision standards, and those with substandard infrastructure are not approved.

Mobile homes in unincorporated areas are often scattered across lots that are not in mobile home parks and do not necessarily have access to public water and sewer amenities.

Public opinion favors greater land use control at the County level.

While land use in Travis County's unincorporated space is not governed by zoning regulations, control commonly takes the form of deed/covenant restrictions. In Travis County, these contracts between buyer and developer are often similar to zoning criteria and are, according to County staff members, very prevalent. Subdivisions and homeowner associations enforce these contractual obligations by litigation. In AI interviews, TNR and housing advocates both acknowledged the existence of discriminatory convenants in some subdivisions: "no renters," "no minorities." While such stipulations may be outdated and unenforced, they violate the Fair Housing Act. Additionally, Texas Property Code Sec. 5.026 makes all discriminatory provisions in deed restrictions throughout the state illegal and unenforceable.

Discriminatory deed/ covenant restrictions are still in place in some neighborhoods, though they have been made illegal and unenforceable.

Advocates reported a general lack of fair housing awareness among HOAs, which has resulted in the enforcement of discriminatory rules and a lack of accommodation for persons with disabilities.

Some deed restrictions, covenants and homeowners' association rules violate the Fair Housing Act in more subtle ways. Austin Tenants Council reported that requirements exist in some neighborhoods as a veiled means of weeding out the poor, such a a minimum structure size standard of 1,800 square feet or a stipulation that all sides of a home must consist of masonry. HOAs have been known to deny reasonable accommodations, imposing rules such as "no window air conditioning units" or "no pets" along with stringent parking or grass mowing requirements regardless of a tenant or owner's disability status.

The CDBG program reported that Habitat for Humanity, armed with a list of ready-to-build subdivisions with infrastructure in Travis County, made calls to locate a site where it could construct affordable single-family housing using CDBG funds for land acquisition and had no success in Western Travis County. Many developers indicated that such housing "is not in [our neighborhood's] financial model." In the end, the only viable site Habitat located as a result of that search was in the Eastern part of the County, where more of its racially/ ethnically concentrated areas of poverty are located.

Typically, an analysis of impediments includes an examination of local zoning ordinances within the CDBG program area to evaluate the extent to which regulations advance or limit fair housing opportunities. The analysis of zoning regulations is based on the following five topics raised in HUD's Fair Housing Planning Guide, which include:

- The opportunity to develop various housing types (including apartments and housing at various densities)
- The opportunity to develop alternative designs (such as cluster developments, planned residential developments, inclusionary zoning and transit-oriented developments)
- Minimum lot size requirements
- Dispersal requirements and regulatory provisions for housing facilities for persons with disabilities (i.e. group homes) in single family zoning districts
- Restrictions on the number of unrelated persons in dwelling units.

However, because the Urban County's CDBG program includes only unincorporated space and the Village of Webberville, which does not have a zoning ordinance and has apparently maintained a development moratorium since its incorporation in 2003, there are no local zoning requirements affecting land areas where CDBG funds can be allocated. The absence of local controls implies that outside of limitations imposed by deed and covenant restrictions, affordable housing types and group homes for persons with disabilities may be developed in any area of the Urban County.

Housing Authority of Travis County

The Housing Authority of Travis County (HATC) owns and manages 105 units of public housing spread across three sites in Austin and administers a Housing Choice Voucher program, three Shelter Plus Care projects and a lease-purchase program. Additionally, the Authority's nonprofit subsidary, the Strategic Housing Finance Corporation of Travis County (SHFC), is the general partner for three tax-credit multi-family properties comprising 278 senior units and 192 family units.

HATC's three public housing developments, of 51, 24 and 30 units, were constructed in the early 1980s. One site is located in an area that was originally unincorporated space, though it has since been incorporated by Austin. HATC has no plans for new development, though SFHC is working to acquire tax credit properties for which affordability requirements are set to expire. This would add 600 units to the inventory.

With regard to the Housing Choice Voucher program, HATC currently manages 568 of its own vouchers and 80 port-ins from other jurisdictions. The Authority maintains a reciprocal agreement with the Housing Authority of the City of Austin, non-exclusive jurisdiction, meaning that voucher applicants may apply in either the City or County for either program. Voucher portability between the two jurisdictions, according to staff members, is seamless.

The waiting list for the voucher program has been closed since September 2005. As of June 2012, there were about 250 households on the list. When the list was opened to new applicants for two weeks in 2005, more than 4,000 applications poured in. Austin's voucher waiting list, which exceeds 5,000 applicants, is also closed.

HATC voucher holders are scattered across the eastern half of Travis County, but hardly any are located in its western half, due primarily to the difficulty of finding a unit in this typically wealthier area affordable at the HUD FMR.

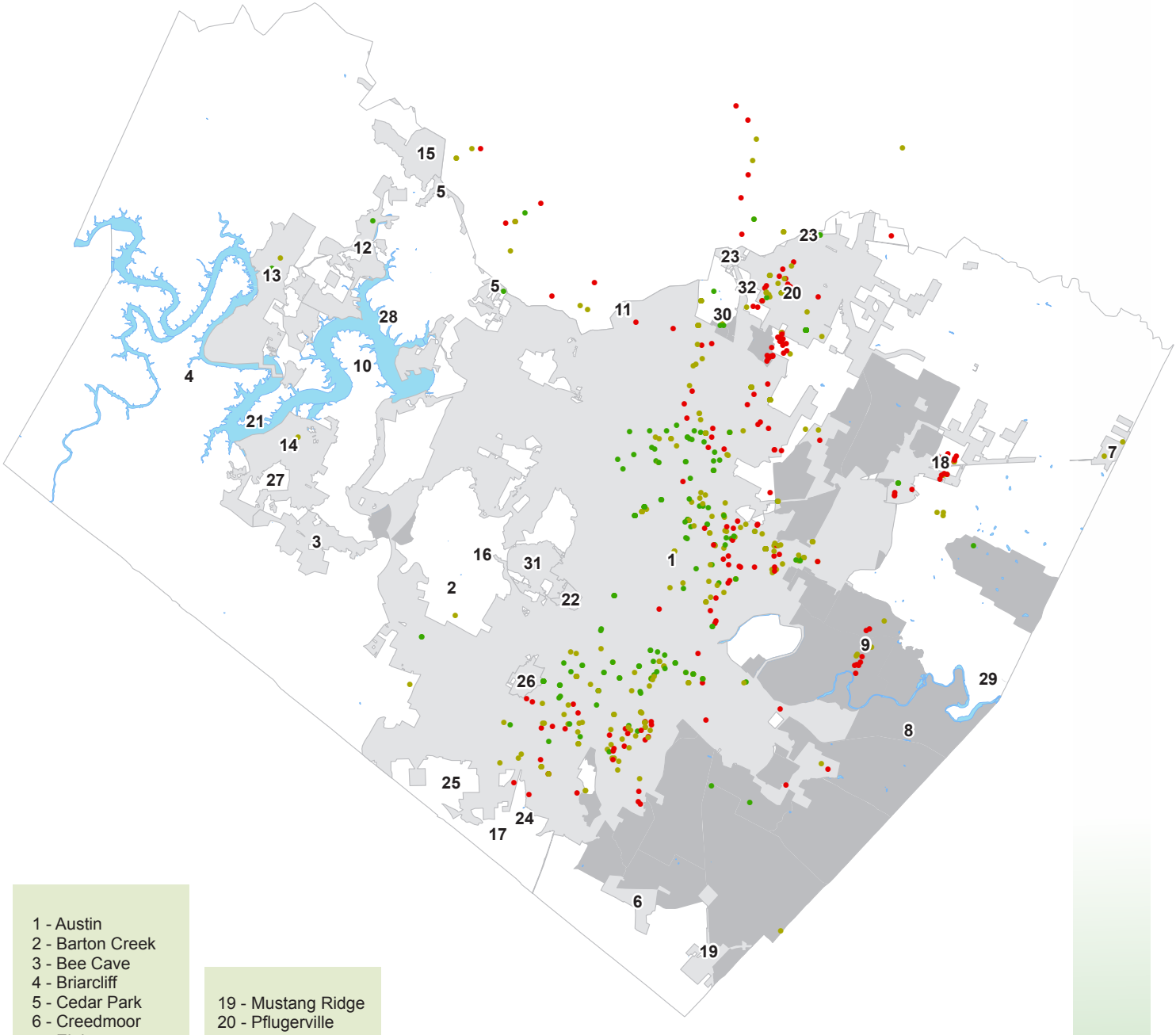
HATC allows voucher holders 60 days to locate an appropriate unit. Staff members reported that there are an adequate number of landlords participating in the program across the Urban County, and that participants generally do not experience difficulty in finding a unit that meets their needs. HATC has not required any household to return a voucher due to inability to locate a suitable place to live.

The distribution of voucher holders appears in Map 5-3. The scale of the map is such that not all 680 sites plotted are discernible, so the map is best interpreted as a generalization of location trends. The majority of HATC voucher holders (505, or 74.2%) had Austin addresses as of June 2012, while 97 were located in Pflugerville, 31 were located in Manor, 14 were located in Round Rock and others were scattered in smaller numbers across Cedar Park, Del Valle and other areas. A handful of port-outs were located in Dallas, Houston, neighboring counties and in other states.

The address data provided by HATC includes contract rent rates for each household. Of all 680 households plotted, 189 (27.8%) paid less than $700 per month, while 312 (45.9%) paid between $700 and $1,000. The remaining 179 households, or 26.3%, paid more than $1,000 per month, up to a maximum of $1,630. With only one exception, all of the above-$1,000 rents were paid for units with three or four bedrooms. The geographic distribution by contract rent suggests that higher rents are commanded in central areas of Austin, while more affordable units are available in and beyond the city's eastern end. Hornsby Bend contains a concentration of voucher households paying less than $700. This area, as noted previously in the report, experienced a high proportion of residential foreclosures in 2010 and 2011.

MAP 5-3
Voucher Household Locations by Contract Rent, 2012
Housing Authority of Travis County

Source: HATC



1 - Austin
2 - Barton Creek
3 - Bee Cave
4 - Briarcliff
5 - Cedar Park
6 - Creedmoor
7 - Elgin
8 - Garfield
9 - Hornsby Bend
10 - Hudson Bend
11 - Jollyville
12 - Jonestown
13 - Lago Vista
14 - Lakeway
15 - Leander
16 - Lost Creek
17 - Manchaca
18 - Manor

19 - Mustang Ridge
20 - Pflugerville
21 - Point Venture
22 - Rollingwood
23 - Round Rock
24 - San Leanna
25 - Shady Hollow
26 - Sunset Valley
27 - The Hills
28 - Volente
29 - Webberville
30 - Wells Branch
31 - West Lake Hills
32 - Windemere

Vouchers by Contract Rent

- Less than $700
- $700 to $1,000
- $1,000 to $1,600
- Urban County Exceptions
- Impacted Block Groups

Figure 5-1 describes demographic characteristics of both current voucher households and those who are on the voucher waiting list. As mentioned previously, the relatively low number of households on the waiting list is a function of the list having been closed since 2005, since which time HATC has been working through the 4,000 applicants that submitted paperwork during the two weeks that year the list was opened. As of June 2012, staff members were uncertain as to when the waiting list might again be opened.

Hispanic ethnicity was not reported separately, so it is assumed that Hispanic households are distributed among the racial categories listed in Figure 5-1. Black households are extremely overrepresented among families using and applying for vouchers, comprising 62.1% of current voucher families and 64% of the waiting list, compared to their 8.6% share of all households in Travis County. White families, conversely, are underrepresented, as they comprise just over one-third of voucher households, compared to their 72.4% share of total households in the County.

Also of note is the prevalence of households with a disabled member among voucher holders and applicants. About half of all current voucher holders reported a disability, in addition to about one-quarter of those on the waiting list. This suggests that lower-income households with disabilities in Travis County rely on the voucher program as a means of affording suitable housing.

Households with a disabled member and Black households are overrepresented among Housing Choice Voucher holders and applicants.

FIGURE 5-1

Characteristics of Housing Choice Voucher Holders and Applicants, June 2012

	Current Voucher Holders		Waiting List Applicants	
Total households	**670**		**222**	
Income level				
Extremely low income (30% or less of AMI)	543	81.0%		0.0%
Very low income (30.1% to 50% of AMI)	105	15.7%		0.0%
Low income (50.1% to 80% of AMI)	22	3.3%		0.0%
Household type*				
Families with children	326	48.7%	142	64.0%
Elderly	96	14.3%	16	7.2%
Member with a disability	321	47.9%	58	26.1%
Race and ethnicity				
Black	416	62.1%	136	61.3%
White	246	36.7%	85	38.3%
Asian	5	0.7%	1	0.5%
Other race	3	0.4%	0	0.0%
Characteristics by bedroom size				
0 Bedroom	0	0.0%		0.0%
1 Bedroom	172	25.7%		0.0%
2 Bedroom	171	25.5%		0.0%
3 Bedroom	268	40.0%		0.0%
4 Bedroom	58	8.7%		0.0%
5+ Bedroom	1	0.1%		0.0%

* Categories are not mutually exclusive.

Source: Housing Authority of Travis County

A. VOUCHER PROGRAM ADMINISTRATIVE PLAN

The Housing Choice Voucher Administrative Plan (Admin Plan) is the policy and procedure manual that includes the regulations governing this housing assistance program. Generally, the Admin Plan includes policies that describe the selection and admission of applicants from the PHA waiting list, the issuance and denial of vouchers, occupancy policies, landlord participation, subsidy standards, informal review/hearing procedures, payment standards, the Housing Quality Standard (HQS) inspection process, and reasonable rents, to name a few. HATC's Admin Plan was reviewed from a fair housing perspective to ensure that members of the protected classes are afforded adequate housing choices. Specifically, the Plan was reviewed to determine the presence of the following policies and whether these policies were in compliance with the Fair Housing Act:

- Fair housing and equal opportunity non-discrimination clause that provides a list of the protected classes within a PHA's jurisdiction,
- Reasonable accommodation policies for persons with disabilities (in the application process, unit search and selection, and grievance process),
- Accommodations for persons with limited English proficiency (LEP) and a list of services a PHA is willing to provide such persons,
- Definition of "family" and whether or not it includes non-traditional households with unrelated individuals,
- Tenant selection policies and waiting list preferences to determine whether members of the protected classes are given any special consideration or if the local preferences restrict their housing choice,
- Recruitment of landlords who own properties in non-impacted areas,
- Portability policies and procedures and their effect on members of the protected classes,
- Higher payment standards for units that accommodate persons with disabilities, and
- Grievance policies and procedures.

The edition of HATC's Admin Plan reviewed for the AI was updated through May 2012. The Authority's policy to affirmatively further fair housing, which goes beyond a simple declaration of non-discrimination, reflects 2012 changes to HUD program regulation that prohibit discrimination in HUD-funded programs on the basis of sexual orientation, marital status or gender identity, in addition to the classes protected by the Fair Housing Act.

The Plan refers to an Affirmatively Furthering Fair Housing Addendum that documents fair housing efforts that exceed the requirements of federal, state and local non-discrimination and reasonable accommodation regulations. However, the addendum was not included in the items provided for review in the AI.

HATC's policies with regard to accommodating persons with disabilities serve a stated purpose of preventing disability-related discrimination as prohibited by the Fair Housing Act. The Authority advises applicants in writing of their right to request acommodations. The language is included on intake applications, re-examination documents and notices of adverse action.

Possible reasonable accommodations available through HATC come in the form of changes, exceptions or adjustment to rules, policies, practices or services. Among the examples listed in the Admin Plan, HATC includes, among other considerations, higher payment standards for persons with disabilities, allowing applications and re-examinations to be completed via mail, conducting home visits and providing time extensions as needed for families seeking accessible units.

HATC responds in writing within 30 business days to all requests for reasonable accommodation, either formal or informal. If HATC denies a request, the Authority endeavors to discuss with the family whether an alternative accommodation could effectively address its disability-related needs.

The Authority also provides accommodation for persons with sensory disabilities, including TTD/TTY communication, Relay Texas telephone interpreting service and sign-language interpreters upon advance request. Large-print and audio versions of key program documents are made available upon request.

When issuing a voucher to a family that includes an individual with disabilities, HATC includes a current list of known available accessible units and will assist the family in locating an available accessible unit, if necessary. In general, owners must permit the family to make reasonable modifications to the unit. However, owners are not required to pay for such modification and may require that the unit be restored to its original state at the family's expense when the family moves.

Finally, HATC's decision to deny or terminate the assistance of a family that includes a person with disabilities is subject to consideration of reasonable accommodation. The notice of denial or termination informs applicants with disabilities of their right to request reasonable accommodations to participate in the informal hearing process. When reviewing reasonable accommodation requests, HATC considers whether any mitigating circumstances can be verified to explain and overcome the problem that led to HATC's decision to deny or terminate assistance. If a reasonable accommodation will allow the family to meet the requirements, HATC must make the accommodation.

The Admin Plan includes a section on accommodating limited English proficiency (LEP) persons. HATC cites four factors in its consideration of the level of access needed by those with LEP, patterned upon HUD guidance: (1) the number or proportion of LEP persons eligible to be served or likely to be encountered by the Housing Choice Voucher program; (2) the frequency with which LEP persons come into contact with the program; (3) the nature and importance of the program, activity, or service provided by the program to people's lives; and (4) the resources available to the HATC and costs.

HATC will provide written translations of vital documents for each eligible LEP language group that constitutes 5% or 1,000 persons, whichever is less, of those eligible to be served or likely to be affected or encountered. Such documents include but are not limited to: the housing application, briefing packet, annual recertification packet, notice of rent change, termination notice, and notice of informal hearing. Translation of other documents, if needed, can be provided upon request. If there are fewer than 50 persons in a language group that reaches the 5% trigger, HATC does not translate vital written materials, but provides written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of those written materials free of cost.

HATC has adopted HUD's definition of family, which applies to two or more elderly or disabled persons living together, one or more elderly or disabled persons living with one or more live-in aides, a family with a child or children, or a single person. HATC expands the definition of a family to also include two or more individuals who are not related by blood, marriage (either licensed or Texas common law), adoption, or other operation of law but who either can demonstrate that they have lived together previously or certify that each individual's income and other resources will be available to meet the needs of the family and will be living in the same dwelling unit. This broad and inclusive definition supports non-traditional family types that may choose to live together for economic reasons.

HATC is not currently accepting applications for its voucher program, as its waiting list is closed. According to the Admin Plan, the list is closed when the estimated waiting period for assistance for the most recent applicants reaches 12 months. At least 15 days prior to any re-opening of the list, HATC must publish a notice in local newspapers of general circulation, minority media, and other suitable media outlets.

The Admin Plan includes what is essentially an affirmative marketing plan for the voucher program. HATC monitors the characteristics of the population being served and the characteristics of the population as a whole in within its jurisdiction. If a comparison suggests that certain populations are being underserved, the Authority targets outreach efforts to ensure fair access.

PHAs are permitted to establish local preferences, and to give priority to serving families that meet those criteria. HATC's local preferences include a homeless set-aside, 55-and-older families for project-based vouchers and a disability preference. Within each targeted funding or preference category, families are selected on a first-come, first-serve basis according to the date and time their complete application is received by HATC.

HATC provides oral briefings and briefing packets to households selected to participate in the voucher program. Among standard inclusions in such briefings, which cover the basics of the programs and the rights and responsibilities of tenants, landlords and the Authority, HATC's briefing packet includes a list of landlords or other parties willing to lease to assisted families or help families find units, especially outside areas of poverty or minority concentration. Additionally, HATC policy states that it may also include additional items in the briefing packet related to expanding opportunity, including maps showing areas with housing opportunities outside areas of poverty or minority concentration, within and beyond Travis County; information about the characteristics of these areas including job opportunities, schools, transportation and other services; and an explanation of how portability works, including a list of portability contact persons for neighboring housing authorities, including names, addresses, and telephone numbers.

HATC's payment standard is currently 100% of the HUD Fair Market rent according to unit size. In 2012, this amounts to $713 for a studio, $812 for a one-bedroom unit, $989 for a two-bedroom unit, $1,331 for a three-bedroom unit and $1,516 for a four-bedroom unit. As mentioned previously, HATC considers the reasonable accommodation of a higher payment standard as needed to assist persons with disabilities to find a suitable accessible unit, though HATC staff members reported in AI interviews that disabled voucher holders generally do not encounter difficulty finding a unit to rent.

B. ADMISSIONS AND CONTINUED OCCUPANCY POLICY

The Admission and Continued Occupancy Plan (ACOP) includes a public housing authority's policies on the selection and admission of applicants from a waiting list, screening of applicants for tenancy, occupancy standards and policies, informal review/grievance hearing procedures, rent determinations, and procedural guidelines on conducting inspections, to name a few. HATC's ACOP was reviewed from a fair housing perspective to ensure that members of the protected classes are afforded adequate housing choices. Specifically, the ACOP was reviewed to determine the presence of the following policies and whether these policies were in compliance with the Fair Housing Act:

- Fair housing and equal opportunity non-discrimination clause that provides a list of the protected classes within a PHA's jurisdiction,
- Reasonable accommodation policies for persons with disabilities (relative to the application process, unit selection, and grievance procedures),
- Accommodations for persons with limited English proficiency (LEP) and a list of services a PHA is willing to provide such persons,
- Definition of "family" and whether or not it includes non-traditional households with unrelated individuals,
- Tenant selection policies and waiting list preferences to determine whether members of the protected classes are given any special consideration or if the local preferences restrict their housing choice,
- Accommodations for applicants who refuse a unit offered due to a disability or other special circumstance,
- Transfer policies and procedures and whether such policies impede housing choice for members of the protected classes,
- Pet policy accommodations for persons with disabilities that require service or assistance animals, and Grievance policies and procedures

HATC's Admissions and Continued Occupancy policy begins with a statement of fair housing and equal opportunity, noting that will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, prohibiting discrimination on the basis race, color, religion, sex, national origin, age, familial status or disability. The list of protections does not explicitly reflect recent changes to HUD program regulation that expands the number of protected classes for agencies receiving HUD funds. As of a Final Rule effective March 5, 2012,

HUD implemented policy with the intention of ensuring that its core programs are open to all eligible individuals and families regardless of sexual orientation, gender identity or marital status, prohibiting discrimination of those types by any housing provider who receives HUD funding, including public housing agencies, those who are insured by the Federal Housing Administration, including lenders, and those who participate in federal entitlement grant programs through HUD.

HATC applies two different definitions of disability. For the purpose of determining whether a person is entitled to the protections of federal disability civil rights laws, the Authority refers to a broad and inclusive definition; for the purpose of determining who is eligible to receive the disabled family preference, a $400 elderly/disabled household deduction and an allowance for medical expenses, the Authority applies a more narrow HUD definition.

In order to provide reasonable accomodation to persons with disabilities, HATC asks all households during the application process whether a specific accommodation is needed to allow the resident to fully utilize the Authority's programs and services. Provided examples include modifications to units or physical systems, allowing a live-in aide, allowing applications to be completed by mail and allowing an advocate to participate in meetings with staff. Applicants or participants may request an exception, change or adjustment to policies and practices due to disability at any time, in writing or informally.

Within 10 days of a request for accommodation or modification, HATC returns a written decision regarding approval or denial. Requests from persons with disabilities will be granted upon verification that they are made by or on behalf of a person with a disability, that there is a disability-related need for the accommodation and that the request would not impose an undue financial and administrative burden on HATC or fundamentally alter the nature of its operations. When a request is denied, the Authority may discuss alternative accommodation options with the family or inform the family of the right to appeal HATC's decision through an informal hearing or the grievance process.

With regard to persons with limited English proficiency (LEP), HATC states that it will take "affirmative steps" to communicate with people who need services or information in a language other than English, determining the level of access according to HUD's four-factor guidance for LEP compliance with Title VI. Given the evidence from 2010 American Community Survey data that at least one LEP language group in HATC's service area exceeds 1,000 people, in order to fall within the "safe harbor" provided by HUD guidance, HATC would be required to translate its vital documents into Spanish. During AI interviews, staff members indicated that its written materials are available in Spanish and that translators are available.

HATC's definition of a "family" allows those related by blood, marriage, adoption or other arrangement of law, as well as those who can demonstrate that they have lived together previously or certify that each individual's income and resources will be available to meet the needs of the family. Allowing non-traditional households with unrelated members to share public housing units is a flexibility that is commendable from a fair housing perspective.

HATC policy is to close its waiting list when the estimated waiting period for applicants reaches 24 months for the most current applicants. When the list reopens, 10 days' notice is given in media outlets, including (but not limited to) the *Austin American-Statesman*,

El Mundo, *Nokoa* and the *Manor Messager*. When selecting families from the list, HATC applies only one local preference. Working families, in which the head, spouse, co-head or sole member is employed at least 20 hours per week, are given preference "to bring higher-income families into public housing." As required by HUD, this preference is also extended to households in which the head and spouse or sole member is age 62 or older or is a person with disabilities.

Beyond compliance with the federal requirements for poverty deconcentration and income-mixing among units, HATC adopted a statement of integration, specifying that it will not require any specific income or racial quotas per particular development; nor shall it steer based on protected class status for purpose of segregating populations.

HATC applicants who rise to the top of the waiting list and are offered a unit may refuse to accept it for "good cause," with the Authority defines as situations in which the applicant is willing but unable to move, or the applicant demonstrates that accepting the offer would cause undue hardship not related to considerations of race, national origin, etc. Some examples of "good cause" include inaccessibility to employment, education, job training or children's day care. Such applicants are not removed from the waiting list. However, when an applicant rejects a unit offer for reasons other than this, HATC removes the applicants name from the waiting list and informs the family of such, at which point the family may request an informal hearing.

HATC classifies three types of unit transfers: those occurring for emergency purposes (unit defects, a family health condition, a hate crime, etc); HATC-initiated transfers (immediate administrative transfers to accommodate households in need of accessibility features and regular administrative transfers to allow the Authority to meet occupancy goals) and resident-initiated transfers. For the latter, HATC assigns a high priority to transfer requests for medical, safety or reasonable accommodation reasons, and regular priority for larger-unit and transportation access requests.

HATC places restrictions on the number and type of animals that residents may keep as pets and imposes requirements on their care and control. However, exception is provided for assistance animals as a reasonable accommodation.

The ACOP describes HATC's appeal procedures, including the informal hearing process and grievance handling. The informal hearing process applies for applicants, while the grievance process is available to residents. Reasonable accommodations are available through both processes to ensure fair treatment for persons with disabilities.

HATC should update its ACOP to include the expanded class protections provided in recent HUD program guidance, prohibiting discrimination on the basis of marital status, sexual orientation or gender identity.

HATC should consider allowing public housing applicants to refuse a unit at least once without meeting the "good cause" criteria without losing position on the wait list.

Property Taxes

Taxes impact housing affordability. While not an impediment to fair housing choice in and of themselves, real estate taxes can impact the choice that households make with regard to where to live. Tax increases can be burdensome to low-income homeowners, and increases are usually passed on to renters through rent increases. Tax rates for specific districts and the assessed value of all properties are the two major calculations used to determine revenues collected by a jurisdiction. Determining a jurisdiction's relative housing affordability, in part, can be accomplished using tax rates.

However, a straight comparison of tax rates to determine whether a property is affordable or unaffordable gives an incomplete and unrealistic picture of property taxes. Local governments with higher property tax rates, for example, may have higher rates because the assessed values of properties in the community are low, resulting in a fairly low tax bill for any given property. In all of the communities surrounding a jurisdiction, comparable rates for various classes of property (residential, commercial, industrial, etc.) are assigned to balance each community's unique set of resources and needs. These factors and others that are out of the municipality's control must be considered when performing tax rate comparisons.

Real estate taxes are the primary source of government revenue in Texas, levied on land and buildings to revenue streams for counties, municipalities, and school districts. The state is one of only six in the nation that does not levy personal income taxes. This, in part, explains what is a comparatively high property tax burden for Texas residents compared with those living in other states. On the average, Texas residents pay 3.65% of their annual income in property taxes, the 12th highest percentage of income across the country, according to aggregated IRS records.

The Travis Central Appraisal District (TCAD) decides what property is to be taxed and its appraised value, grants exemptions, and identifies what taxing jurisdictions can tax a property. The TCAD is a separate local agency and is not part of County government or the County Tax Assessor's Office. The TCAD determines the market value of all taxable property, and the property is appraised at that value unless it is a primary residence subject to a cap. Once a property's appraised and market values are equal, further increases (or decreases) in value will depend on the market in that neighborhood. The appraisal process allocates the tax burden to ensure that no one property pays more or less than its fair share.

Following the TCAD assessment, each taxing jurisdiction levies a uniform tax millage rate against the assessed value of each property. Levies are measured in tenths of a cent and commonly called "mills." Levies are multiplied by the assessed value of a property to calculate a property owner's real estate tax. For FY 2011, Travis County had a county-wide millage rate of 0.4855, in addition to individual school district rates ranging from 1.04 (Coupland) to 1.62 mills (Dripping Springs) and city rates ranging from 0.02 in Bee Cave to 0.75 in Elgin.

Additional levies exist on the level of municipal utility districts (MUDs), which are political subdivisions of the state authorized by the Texas Commission of Environmental Quality (TCEQ) to provide water, sewage, drainage and other services. Sixty MUDs within Travis County maintain rates of 0.05 to 0.99 mills.

Finally, various levies exist in special districts to serve specific purposes, such as emergency service districts, volunteer fire departments, a community college, local road improvements or local parks and recreation programming. The total tax liability on a property reflects the layering of these various levies.

A homeowner's property tax costs in Travis County are considerable and vary greatly depending on a property's location. The *Austin American-Statesman* reported in June 2012 that the typical Austin homeowner received a 2010 tax bill that was 38% higher than in 2000, despite a median income that has held steady. According to the *Statesman*, Travis County raised its levy on the average home 46% during those years, from $667 annually to $975. Other taxing authorities have kept pace with similar rate hikes.

On a home at the County median value of $200,300, an owner would pay an average of 1.98% in total property tax annually, amounting to $3,972. Figure 5-2 contains a comparison of tax rates for municipalities and school districts in Travis County.

Texas and Travis County have several tax relief programs available to eligible property owners. These include the following:

- School taxes: All residential home owners may qualify to receive a $15,000 homestead exemption from their home's value for school taxes.

- County taxes: If a county collects a special tax for farm-to-market roads or flood control, a residential home owner may qualify to receive a $3,000 exemption for this tax.

- Age 65 or older and disabled exemptions: Individuals 65 and older and/or disabled residential home owners may qualify for a $10,000 homestead exemption, in addition to the $15,000 exemption for all homeowners. If the owner qualifies for both the $10,000 exemption for 65 and older homeowners and the $10,000 exemption for disabled homeowners, the owner must choose one or the other.

FIGURE 5-2

Property Tax Rates by Jurisdiction, 2011

Municipality	Rate	School District	Rate
Austin	0.481100	Austin	1.242000
Bee Cave	0.020000	Del Valle	1.530000
Briarcliff	0.117500	Lake Travis	1.315900
Cedar Park	0.493501	Eanes	1.212500
Creedmoor	0.310900	Lago Vista	1.180000
Elgin	0.753900	Pflugerville	1.480000
Jonestown	0.560000	Hays	1.461300
Lago Vista	0.630000	Coupland	1.040050
Lakeway	0.199600	Elgin	1.540000
Leander	0.670420	Manor	1.515000
Manor	0.821200	Dripping Springs	1.620000
Mustang Ridge	0.357800	Marble Falls	1.290000
Pflugerville	0.599000	Johnson City	1.193000
Point Venture	0.090000	Round Rock	1.335000
Rollingwood	0.144600	Leander	1.499760
Round Rock	0.417280		
San Leanna	0.249800		
Village of the Hills	0.298000		
Volente	0.128600		
Webberville	0.302500		
West Lake Hills	0.053400		

Source: Travis CAD

- Optional percentage exemptions:
  Any taxing unit, including a city, county, school, or special district, may offer an exemption of up to 20% of a home's value or a property tax freeze for homeowners who are 65 or older or disabled. Some restrictions apply.

- Optional 65 or older or disabled exemptions:
  Any taxing unit may offer an additional exemption amount of at least $3,000 for taxpayers age 65 or older and/or disabled.

- Disabled veterans are eligible for exemptions up to 100%.

Public Transit

Households without a vehicle, which in most cases are primarily low-moderate income households, are at a disadvantage in accessing jobs and services, particularly if public transit is inadequate or absent. Access to public transit is critical to these households. Without convenient access, employment is potentially at risk and the ability to remain housed is threatened. The linkages between residential areas (of concentrations of minority and LMI persons) and employment opportunities are key to expanding fair housing choice.

According to the 2010 American Community Survey, there were 24,798 transit-dependent households in Travis County, comprising 6.3% of all households. The majority of households without access to a vehicle (85%) were renters. As further detailed in Figure 5-3, the vast majority of Travis County residents drove to work in 2010 (84.6%), with 73% driving alone. Throughout the County, only 3.9% depended on public transportation to commute. Black and Hispanic households were more likely to use public transportation than White households.

The Capital Metro Transportation Authority (Cap Metro) offers a variety of bus and rail lines within the City of Austin. However, routes do not extend into many areas of rural Travis County. Municipal participation in Capital Metro calls for the approval of a 1% local sales tax to support the system. Texas law limits local sales tax to 2%, so cities that already commit a 2% local sales tax to other purposes cannot participate. Round Rock, for example, could not consider a vote to participate in Capital Metro unless its voters rolled back a portion of the current sales tax to allow room for a 1% Capital Metro tax. When Capital Metro was originally formed in 1985, Pflugerville and Cedar Park participated. These jurisdictions later withdrew, resulting in a withdrawal of service running through more areas of the County. Increasing service through the Urban County's CDBG jurisdiction would require some alternative arrangement with Cap Metro.

A fixed-route transit system connecting more employees to downtown Austin and job centers within the County could significantly

FIGURE 5-3

Means of Transportation to Work in Travis County, 2010

	Total		White		Black		Hispanic	
Drove vehicle alone	373,443	73.0%	271,565	75.2%	29,204	76.3%	98,649	64.7%
Carpool	59,442	11.6%	35,580	9.9%	3,485	9.1%	30,656	20.1%
Public transportation	19,809	3.9%	10,612	2.9%	3,089	8.1%	7,783	5.1%
Walked	9,840	1.9%	6,843	1.9%	823	2.2%	2,635	1.7%
Taxi, motorcycle, bike or other means	17,339	3.4%	9,369	2.6%	685	1.8%	8,455	5.5%
Worked at home	31,610	6.2%	26,961	7.5%	969	2.5%	4,255	2.8%
Total	**511,483**	100.0%	**360,930**	100.0%	38,255	100.0%	**152,433**	100.0%

Source: 2006-10 American Community Survey (B08105A, B08105B, B08105I, B08301)

improve employment opportunities for lower-income persons who typically rely on public transit to access jobs, thus increasing their potential success for better housing, including home ownership. Current research indicates a strong connection between housing and transportation costs. A recent study conducted by The Center for Housing Policy found that there is a clear trade-off between affordable housing and transportation expenses among working families. The research revealed that families who spend more than 50% of their income on housing spend only 7.5% on transportation, while families who spend 30% or less of their income on housing spend almost 25% on transportation. This equates to more than three times the amount spent than those in less affordable housing.

The rationale behind this seemingly reverse equation is that many working families are moving further out into the suburbs where they may be able to afford housing, but then must spend much more of their income commuting to and from their jobs. Others may live in urban neighborhoods but are forced to cross-commute out to jobs in the suburbs. In both cases, the study found that in their attempt to save money on housing, these families spent disproportionately higher amounts on transportation. The study concluded that at about 12 to 15 miles in commuting distance, the increase in transportation costs outweighs the savings on housing.

These observations were echoed at the local level by social service providers, who noted that development and housing market patterns are pushing lower-income families to the outskirts of urban space, where no transit is available to connect them with jobs and services. Jonestown, for instance, has one grocery store, to which people drive from a radius of many miles. One affordable housing provider stated that transit service is “basically non-existent” outside of Austin.

Of course, limitations in the scale and frequency of Cap Metro service add up from an operational perspective. Employment is heavily concentrated in Austin, which makes Cap Metro’s hub-and-spoke system model effective in efficiently providing service. A representative from the transit agency explained “the classic transit trade-off” during an AI interview: Given limited resources, a balance must be achieved between service and coverage. In past years, the agency has trimmed routes with low ridership and added capacity to other routes to meet demand. In order for a route to be economically justifiable, it must average 16 riders per hour.

Ultimately, Cap Metro follows federal requirements regarding where it can operate. The boundaries drawn by federal government are seemingly arbitrary and leave gaps, according to a staff member. Other services may or may not cover the areas where Cap Metro does not and cannot operate.

The Capital Area Rural Transit System (CARTS) is one such provider, covering nine counties with fixed routes, commuter routes, curb-to-curb service and other offerings. CARTS was formed by an interlocal agreement among the nine counties and serves 161 communities. CARTS buses are based in five stations: Austin, Bastrop, Round Rock, San Marcos and Smithville. CARTS connects communities outside of Austin with once-daily fixed route service, such as senior shopping days or local service, at a price of $1 to $4 each way. In Travis County, routes generally depart between 8:00 and 9:00 a.m. on weekdays and return in the early afternoon, which indicates that they are not designed for work travel between communities.

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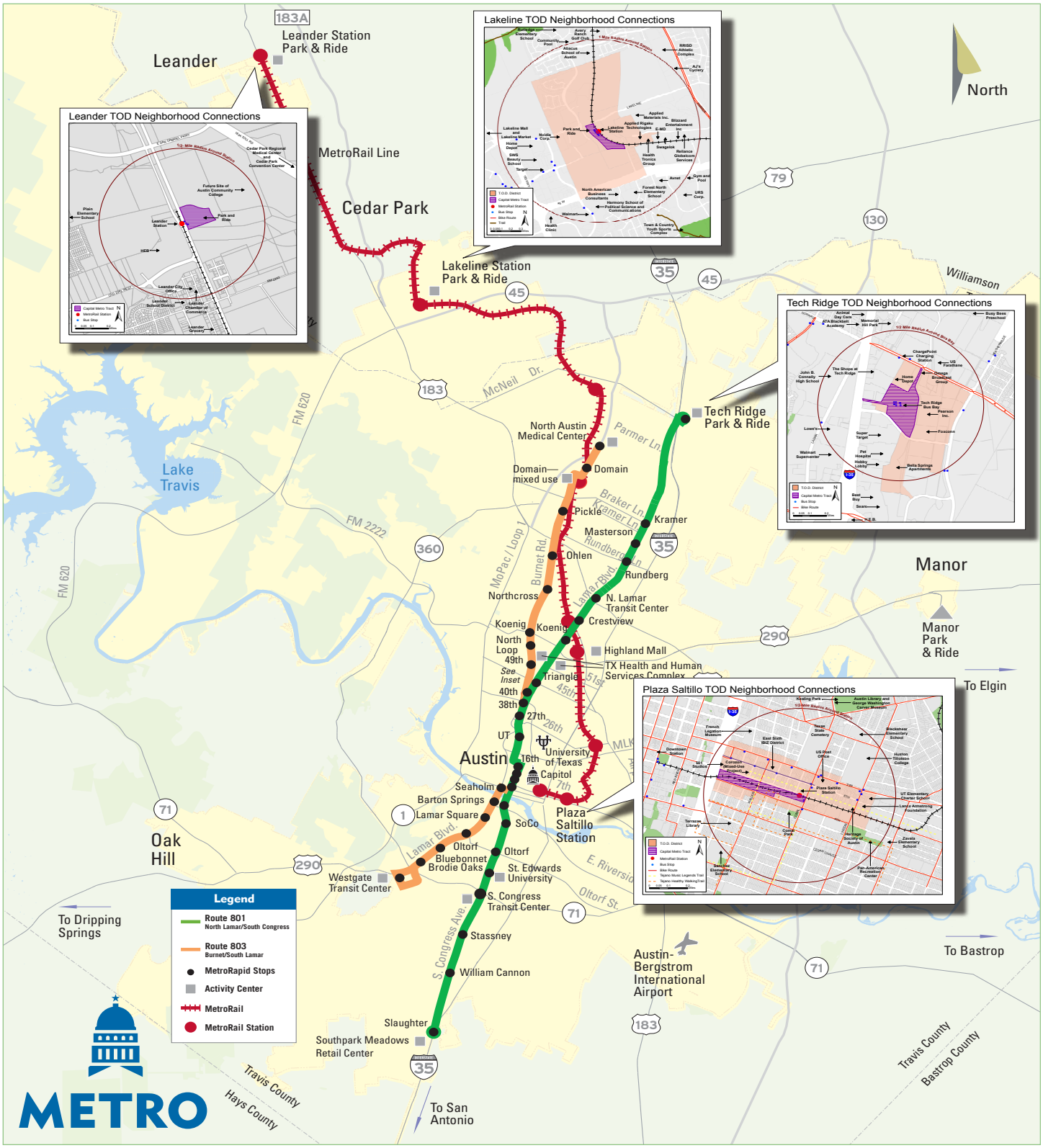
MAP 5-4
Transit-Oriented Development Opportunities Identified by Capital Metro



With regard to future planning, Cap Metro is pursuing opportunities to partner with communities to foster transit-oriented developent (TOD) in well-connected locations. TOD provides increased ridership, increased revenues from development, and more choices for the community. Map 5-4 illustrates the location of sites Cap Metro has identified as opportunities where transit-oriented development would be appropriate.

However, future plans remain centered around connecting activity centers, all of which are in incorporated areas. This leaves the problem of connection between employment centers and the lower-income households that live where affordable housing exists in the Urban County's rural areas.

Fixed-route transit service is generally unavailable in most unincorporated areas of Travis County, isolating many lower-income neighborhoods from jobs and amenities.

Future transit-oriented development plans carry the potential to increase affordable housing opportunities in the communities where such plans are proposed, which could theoretically relieve some of the Urban County's unmet affordable housing demand.

6 PRIVATE SECTOR POLICIES AND PRACTICES

Mortgage Lending Trends

The Fair Housing Act prohibits lenders from discriminating against members of the protected classes in granting mortgage loans, providing information on loans, imposing the terms and conditions of loans (such as interest rates and fees), conducting appraisals, and considering whether to purchase loans. Unfettered access to fair housing choice requires fair and equal access to the mortgage lending market regardless of race, color, national origin, religion, sex, familial status, disability, or any other statutorily protected basis.

An analysis of mortgage applications and their outcomes can identify possible discriminatory lending practices and patterns in a community. Home Mortgage Disclosure Act (HMDA) data contains records for all residential loan activity reported by banks pursuant to the requirements of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989. Any commercial lending institution that makes five or more home mortgage loans annually must report all residential loan activity to the Federal Reserve Bank, including information on applications denied, withdrawn, or incomplete by race, sex, and income of the applicant. This information is used to determine whether financial institutions are serving the housing needs of their communities.

The most recent HMDA data available for Travis County is for 2010. The data included for this analysis is for three years, 2008 through 2010, and constitutes all types of applications received by lenders by families: home purchase, refinancing, or home improvement mortgage applications for one- to four-family dwellings and manufactured housing units across the entire County. The demographic and income information provided pertains to the primary applicant only. Co-applicants were not included in the analysis. Figure 6-1 summarizes three years of HMDA data by race, ethnicity, and action taken on the applications, followed by detailed analysis.

FIGURE 6-1
Cumulative Mortgage Data Summary Report, 2008-2010

	Total Applications*		Originated		Approved Not Accepted		Denied		Withdrawn/ Incomplete	
	#	%	#	%	#	%	#	%	#	%
Loan Purpose										
Home purchase	85,284	45.1%	36,637	43.0%	3,374	4.0%	8,046	9.4%	36,069	42.3%
Refinancing	9,859	5.2%	3,516	35.7%	610	6.2%	3,974	40.3%	1,480	15.0%
Home improvement	94,016	49.7%	42,546	45.3%	4,261	4.5%	14,637	15.6%	29,766	31.7%
Loan Type										
Conventional	147,617	78.0%	66,929	45.3%	7,190	4.9%	21,984	14.9%	47,744	32.3%
FHA	33,832	17.9%	12,642	37.4%	855	2.5%	3,869	11.4%	16,070	47.5%
VA	5,232	2.8%	2,205	42.1%	156	3.0%	391	7.5%	2,424	46.3%
FHS/RHS	2,478	1.3%	923	37.2%	44	1.8%	413	16.7%	1,077	43.5%
Property Type										
One to four-family unit	186,806	98.8%	82,082	43.9%	7,641	4.1%	25,867	13.8%	67,001	35.9%
Manufactured housing unit	2,324	1.2%	609	26.2%	604	26.0%	785	33.8%	301	13.0%
Multi-family unit	29	0.0%	8	27.6%	0	0.0%	5	17.2%	13	44.8%
Applicant Race										
Native American	1,158	0.6%	388	33.5%	49	4.2%	374	32.3%	314	27.1%
Asian	8,811	4.7%	4,689	53.2%	454	5.2%	1,132	12.8%	2,285	25.9%
Black	7,009	3.7%	2,461	35.1%	336	4.8%	2,012	28.7%	1,992	28.4%
Hawaiian	482	0.3%	223	46.3%	23	4.8%	108	22.4%	117	24.3%
White	127,406	67.4%	63,874	50.1%	6,039	4.7%	17,910	14.1%	36,720	28.8%
No information	26,580	14.1%	11,055	41.6%	1,343	5.1%	5,121	19.3%	8,185	30.8%
Not applicable	17,713	9.4%	9	0.1%	1	0.0%	0	0.0%	17,702	99.9%
Hispanic**	22,655	12.0%	8,682	38.3%	1,338	5.9%	5,700	25.2%	6,371	28.1%
Total*	**189,159**	**100.0%**	**82,699**	**43.7%**	**8,245**	**4.4%**	**26,657**	**14.1%**	**67,315**	**35.6%**

Source: Federal Financial Institutions Examination Council, 2008 to 2010

Note: Percentages in the Originated, Approved Not Accepted, Denied, and Withdrawn/Incomplete categories are calculated for each line item with the corresponding Total Applications figures. Percentages in the Total Applications categories are calculated from their respective total figures.

* Total applications also include 3,969 loans purchased by another institution.

** Hispanic ethnicity is counted independently of race.

Applicant Characteristics

Across Travis County during the last three years, lenders received 85,284 applications for home purchase, 94,016 applications for mortgage refinancing and 9,859 applications for home improvement equity loans. The prevalence of demand for refinance is a function of historically low interest rates between 2008 and 2010 that promised monthly housing cost savings to households that could qualify. Of all three loan types, refinancing applications were the most likely to be successful, as 45.3% were originated, compared to 43% of home purchase loans and 35.7% of home improvement loans.

More than two in every five home purchase loan applications were withdrawn or left incomplete, and 9.4% were denied. By comparison, 31.7% of refinancing applications were not completed, and an additional 15.6% were denied. Home improvement loans represent a smaller share of all applications, with 5.2% of the total, but carry a notably higher denial rate: 40.3% of applications of this type were rejected.

FIGURE 6-2
Loan Application Type by Race/Ethnicity, 2008-2010

	Total	White	Black	Asian	Other	No data	Hispanic*
Home purchase	85,284	56,556	3,307	4,167	668	20,586	11,324
	45.1%	**44.4%**	**47.2%**	**47.3%**	**40.7%**	**46.5%**	**50.0%**
Refinance	94,016	63,634	3,005	4,397	787	22,193	9,510
	49.7%	**49.9%**	**42.9%**	**49.9%**	**48.0%**	**50.1%**	**42.0%**
Home improvement	9,859	7,216	697	247	185	1,514	1,821
	5.2%	**5.7%**	**9.9%**	**2.8%**	**11.3%**	**3.4%**	**8.0%**
Total	189,159	127,406	7,009	8,811	1,640	44,293	22,655
	100.0%	**67.4%**	**3.7%**	**4.7%**	**0.9%**	**23.4%**	**12.0%**

Note: Percentages within racial/ethnic groups are calculated within each group's total.
* Hispanic ethnicity is counted independently of race.
Source: Federal Financial Institutions Examination Council, 2008 to 2010

Loan application types varied slightly across racial and ethnic groups. The most common loan type for White and Asian households was refinancing, constituting 49.9% of applications for each of those groups. Blacks and Hispanics were somewhat less likely to refinance, as this loan type represented 42.9% and 42.0% of all applications for these households, respectively. Hispanics were more likely than any other group to apply for a home purchase loan, as 50% of applications from Hispanic households were for this purpose.

The vast majority of applications involved one- to four-family housing structures, with only 2,324 applications (1.2%) requesting financing for manufactured units and 29 applications for owner-occupied multi-family units. The denial rate for manufactured units, 33.8%, was substantially higher than the overall denial rate of 14.1% for all housing types.

The most commonly sought type of financing was conventional loans, a category that represented more than three-quarters (78%) of all loan applications. An additional 17.9% of applications were for loans insured by the Federal Housing Administration (FHA), a type of federal assistance that has historically benefited lower-income residents. Smaller percentages of applications were for loans backed by the Department of Veterans Affairs (VA) and the Farm Services Administration or Rural Housing Service (FSA/RHS).

The racial and ethnic composition of loan applicants differs somewhat from the County's general demographic distribution. While 8.6% of all Travis County households in 2010 were Black, Blacks constituted only 4.8% of the loan applications for which racial/ethnic data were reported. Similarly, Hispanic residents comprise 24.8% of all County residents, but only submitted 15.6% of all loans that reported ethnicity data. White households are overrepresented among mortgage applicants, representing a share of applications exceeding their share of households countywide (87.9% of applications compared to 72.4% of all households). Asian applicants represented 6.1% of applications, exceeding their 5.4% share of total households in 2010. Lower participation in the market for home mortgages by Black and Hispanic households is likely a reflection of the lower median income of these minority groups.

Grouping all three years of data into the analysis increases the likelihood that differences among groups are statistically significant. This is especially important in view of the data on mortgage application denials, which also suggests differences according to race and ethnicity.

Geographic Distribution of Approvals by Lender

Figure 6-3 provides a summary of the top 10 lenders in the County based on total number of loan originations between 2008 and 2010. Wells Fargo was the top lender in the County, with more than 9,800 originations over the three-year period, and accounted for more than one in every 10 loans originated in the County. The U.S. Justice Department accused Wells Fargo, a major participant on a national scale in subprime lending prior to 2007, of lending practices that the Department described as reckless at best and predatory at worst, resulting in foreclosure concentrations that have decimated urban neighborhoods. The result has been a disparate negative impact on minority homeowners, who were more commonly the targets of predatory lending. As part of a settlement reached in 2012 with the Department regarding discriminatory policies, Wells Fargo will invest $50 million across eight metropolitan areas to revitalize neighborhoods blighted by foreclosure-related housing abandonment. None of the metropolitan areas receiving settlement funds are located in Texas.

Map 6-1 illustrates the distribution of originations for the top 10 lenders, with each dot representing two mortgage loan originations. There appears to be no particular concentration of loans by location for any particular lender, which suggests the absence of obvious redlining. Notably, some areas in the eastern end of the Urban County are nearly entirely bereft of mortgage originations. The comparative lack of loans by any lender in these areas is an indicator of low investment in their real estate during 2008 to 2010, whether due to disparate impact of the housing market crisis or difficulty of credit access for households who would purchase homes in these areas.

FIGURE 6-3
Top 10 Lenders in Travis County
by Number of Originations, 2008-2010

Lending Institution	# of Loans Originated	% of Loans Among All Banks
Wells Fargo*	9,807	11.9%
Bank of America	5,829	7.0%
JP Morgan Chase	3,255	3.9%
Flagstar Bank	2,290	2.8%
Int'l Bank of Commerce	2,242	2.7%
Network Funding	2,067	2.5%
Countrywide Bank	2,035	2.5%
Prime Lending	2,004	2.4%
Capstar Lending	1,938	2.3%
Citimortgage	1,765	2.1%
Total	**33,232**	**40.2%**

*Wells Fargo Bank and Wachovia Bank merged on December 31, 2008.
Source: Federal Financial Institutions Examination Council, 2008 to 2010

Wells Fargo, which recently agreed to a $50M settlement with the U.S. Justice Department related to allegations of discriminatory and predatory lending, was Travis County's largest mortgage lender by number of originations in recent years.

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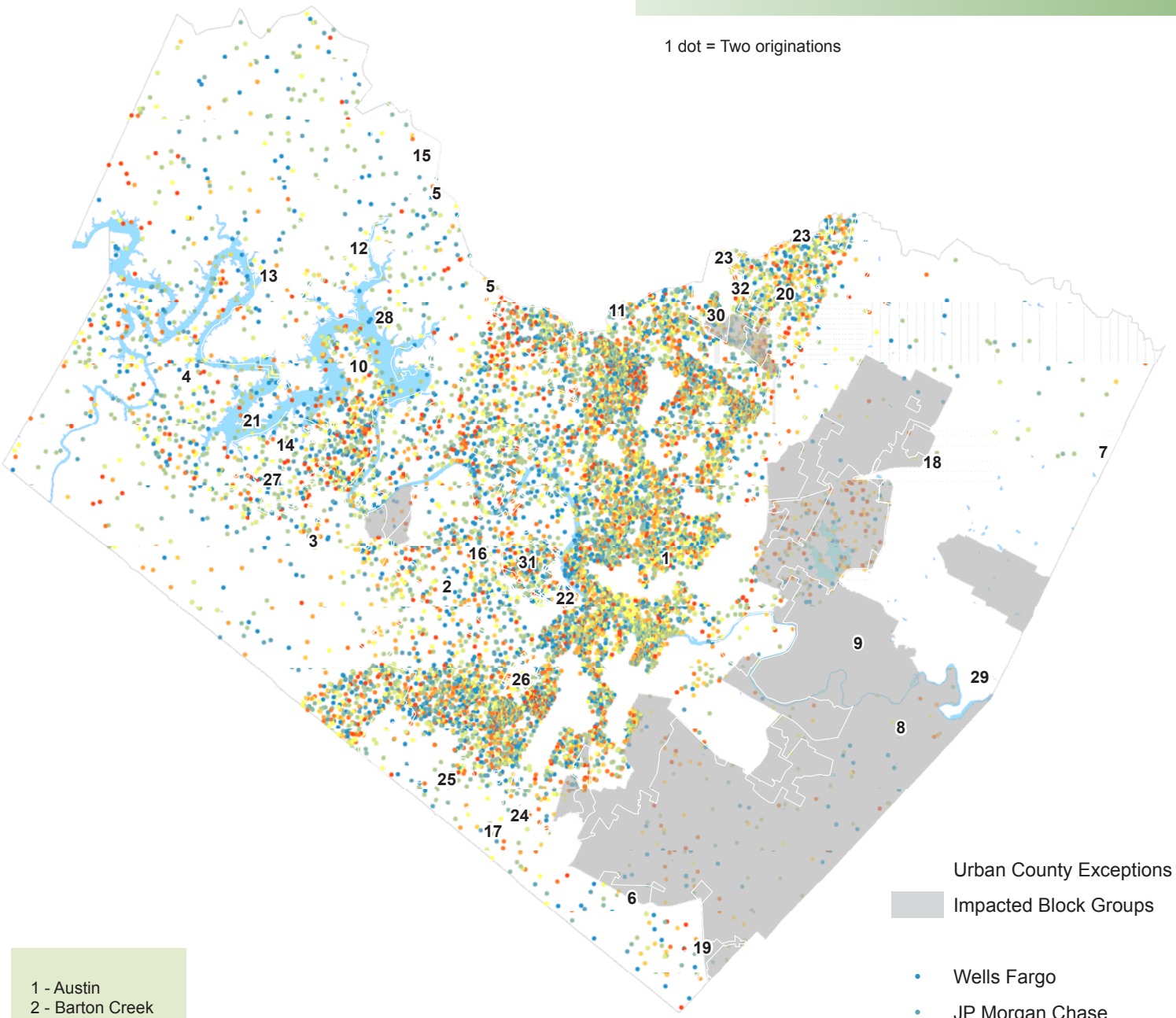
MAP 6-1
Distribution of Originations by Lender, 2008-2010

1 dot = Two originations



1 - Austin
2 - Barton Creek
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5 - Cedar Park
6 - Creedmoor
7 - Elgin
8 - Garfield
9 - Hornsby Bend
10 - Hudson Bend
11 - Jollyville
12 - Jonestown
13 - Lago Vista
14 - Lakeway
15 - Leander
16 - Lost Creek
17 - Manchaca
18 - Manor

19 - Mustang Ridge
20 - Pflugerville
21 - Point Venture
22 - Rollingwood
23 - Round Rock
24 - San Leanna
25 - Shady Hollow
26 - Sunset Valley
27 - The Hills
28 - Volente
29 - Webberville
30 - Wells Branch
31 - West Lake Hills
32 - Windemere

Mortgage Application Denials

During the years 2008 through 2010, a total of 26,657 mortgage loan applications were denied across Travis County. The overall cumulative denial rate was 14.1% with denials by race and ethnicity ranging from 12.8% for Asian households to 32.3% for Native American households.

More than 40% of mortgage denials for Black applicants occurred for no given reason.

In reporting denials, lenders are required to list at least one primary reason for denial and may list up to two secondary reasons. As Figure 6-4 demonstrates, a substantial proportion of denials occurred for no given reason. The primary basis for the rejection of 6,840 applications, or 25.7% of all denials, was left blank. This was even more prevalent in the denials for Black households, 41.3% of which (830 of 2,012) were rejected without a reported reason. Other common reasons given for denial include credit history, lack of collateral, and debt-to-income ratio.

Mortgage loan denial rates among most minority applicants were higher than denial rates for Whites between 2008 and 2010.

FIGURE 6-4

Primary Reason for Mortgage Application Denial by Race, 2008-2010

	Total	White	Black	Asian	Other	Hispanic*	No Info
No reason reported	24.9%	22.4%	41.3%	18.4%	41.7%	29.4%	27.3%
Credit history	17.7%	17.1%	24.8%	22.5%	23.2%	24.6%	18.3%
Debt-to-income ratio	17.7%	19.2%	10.0%	21.8%	11.2%	17.5%	15.0%
Collateral	12.8%	13.7%	8.8%	14.0%	8.7%	10.1%	12.8%
Incomplete application	10.3%	10.5%	4.6%	12.8%	6.0%	5.7%	11.7%
Other	9.4%	9.5%	7.4%	12.5%	6.4%	6.9%	9.1%
Unverifiable information	4.2%	4.3%	1.4%	7.1%	1.5%	3.0%	4.9%
Insufficient cash	1.5%	1.6%	1.0%	1.6%	0.8%	1.3%	1.1%
Employment history	1.4%	1.6%	0.5%	2.5%	0.4%	4.5%	1.2%
Insurance denied	0.1%	0.1%	0.1%	0.4%	0.0%	0.1%	0.1%

* Hispanic ethnicity is counted independently of race.

Source: Federal Financial Institutions Examination Council, 2008 to 2010

For this analysis, lower-income households include those with incomes between 0%-80% of MFI, while upper-income households include households with incomes above 80% MFI. Applications made by lower-income households accounted for 29% of all denials between 2008 and 2010, though they accounted for only 24.5% of total applications for those three years.

Figure 6-5 distributes the denials by income level among racial and ethnic groups. Among lower-income households, denial rates were generally higher for minorities. While the overall lower-income denial rate was 22%, the denial rates for lower-income Blacks, Other Race households (consisting primarily of Native Americans), and Hispanics were 33.6%, 40.6%, and 31.1%, respectively. Lower-income Asian applicants experienced a denial rate of 21.6%, which was comparable to the 20.5% denial rate for Whites.

While denial rates were generally lower for upper-income households, differences persisted across racial and ethnic groups. The overall upper-income denial rate was 12.2%, compared to 10.6%, 20.3%, 22.9%, and 27.1% for upper-income Asian, Hispanic, Other Race, and Black households, respectively. Lower-income White households were much less likely to experience denial than upper-income Blacks households. This pattern is consistent with discrimination.

Map 6-2 on the following page illustrates denial rates by census tract in Travis County. Many of these tracts bearing higher denial rates are located in neighborhoods associated in a prior section of the AI with limited opportunity.

FIGURE 6-5

Mortgage Application Denials by Household Race/Ethnicity, 2008-2010

		Total	White	Black	Asian	Other	No data	Hispanic*
Lower-Income	Total Applications	46,407	32,788	3,168	1,748	630	8,073	10,754
	Denials	10,202	6,732	1,065	377	256	1,772	3,341
	% Denied	**22.0%**	**20.5%**	**33.6%**	**21.6%**	**40.6%**	**21.9%**	**31.1%**
Upper-Income	Total Applications	124,378	89,632	3,093	6,837	947	23,869	10,675
	Denials	15,125	10,604	839	727	217	2,738	2,164
	% Denied	**12.2%**	**11.8%**	**27.1%**	**10.6%**	**22.9%**	**11.5%**	**20.3%**
Total	Total Applications	189,159	127,406	7,009	8,811	1,640	44,293	22,655
	Denials	35,197	17,910	2,012	1,132	482	5,121	5,700
	% Denied	**18.6%**	**14.1%**	**28.7%**	**12.8%**	**29.4%**	**11.6%**	**25.2%**

Note: Total also includes 18,374 applications for which no income data was reported.

* Hispanic ethnicity is counted independently of race.

Source: Federal Financial Institutions Examination Council, 2008 to 2010

Over the course of the three years studied, upper-income Black and Other Race households received mortgage application denials more often than lower-income White households.

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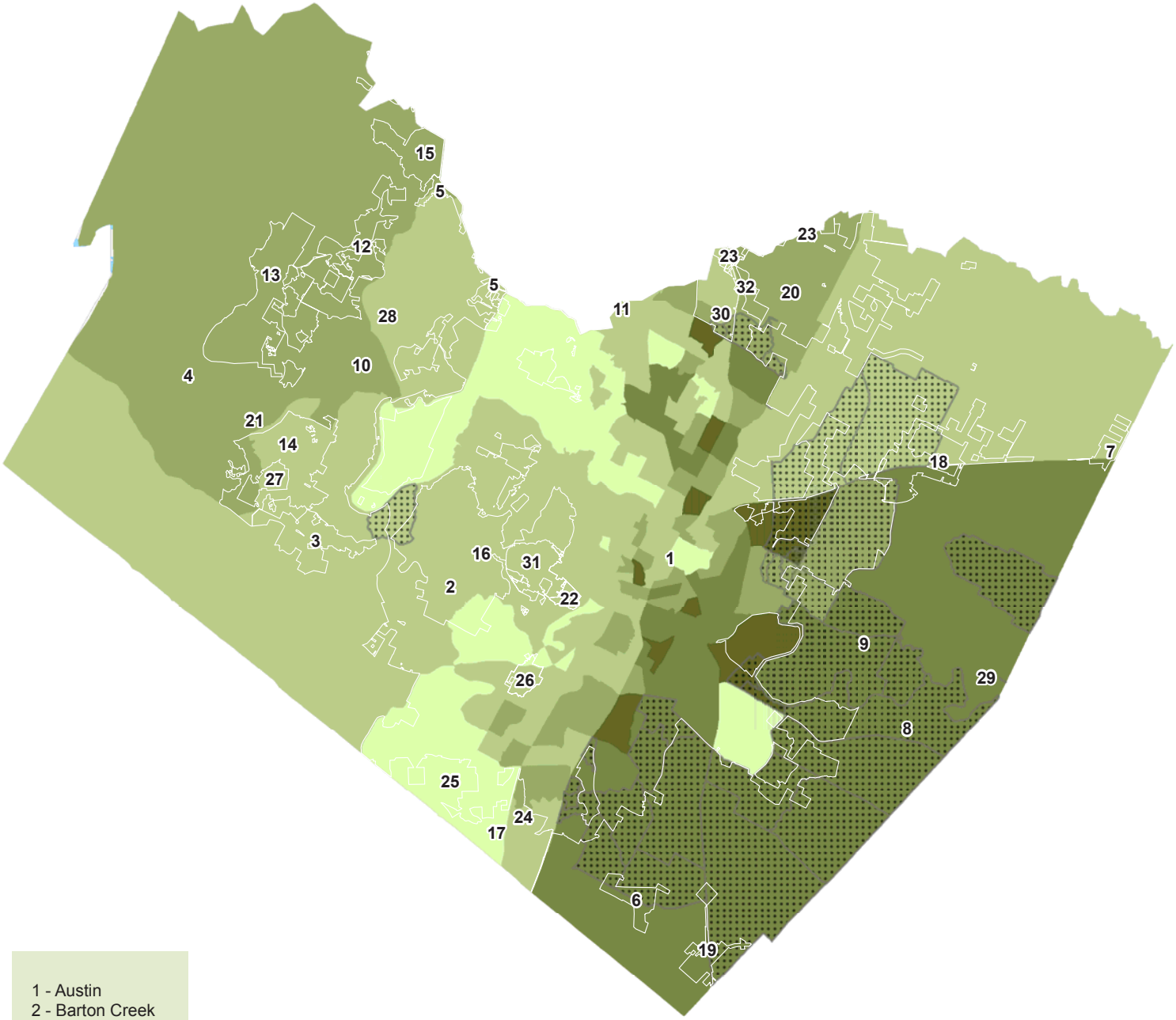
MAP 6-2
Denial Rates by Census Tract, 2008-2010

Source: FFIEC HMDA Files



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27 - The Hills
28 - Volente
29 - Webberville
30 - Wells Branch
31 - West Lake Hills
32 - Windemere

Urban County Exceptions

Impacted Block Groups

Mortgage Denial Rate

- Less than 10%
- 10% to 15%
- 15.1% to 20%
- 20.1% to 30%
- 30.1% to 50%

High-Cost Lending

The widespread housing finance market crisis of recent years has brought a new level of public attention to lending practices that victimize vulnerable populations. Subprime lending, designed for borrowers who are considered a credit risk, has increased the availability of credit to low-income persons. At the same time, subprime lending has often exploited borrowers, piling on excessive fees, penalties, and interest rates that make financial stability difficult to achieve. Higher monthly mortgage payments make housing less affordable, increasing the risk of mortgage delinquency and foreclosure and the likelihood that properties will fall into disrepair.

Some subprime borrowers have credit scores, income levels, and down payments high enough to qualify for conventional, prime loans, but are nonetheless steered toward more expensive subprime mortgages. This is especially true of minority groups, which tend to fall disproportionately into the category of subprime borrowers. The practice of targeting minorities for subprime lending qualifies as mortgage discrimination.

Since 2005, HMDA data has included price information for loans priced above reporting thresholds set by the Federal Reserve Board. This data is provided by lenders via Loan Application Registers and can be aggregated to complete an analysis of loans by lender or for a specified geographic area. HMDA does not require lenders to report credit scores for applicants, so the data does not indicate which loans are subprime. It does, however, provide price information for loans considered "high-cost."

A loan is considered high-cost if it meets one of the following criteria:

- A first-lien loan with an interest rate at least three percentage points higher than the prevailing U.S. Treasury standard at the time the loan application was filed. The standard is equal to the current price of comparable-maturity Treasury securities

- A second-lien loan with an interest rate at least five percentage points higher than the standard

Not all loans carrying high APRs are subprime, and not all subprime loans carry high APRs. However, high-cost lending is a strong predictor of subprime lending, and it can also indicate a loan that applies a heavy cost burden on the borrower, increasing the risk of mortgage delinquency.

Between 2008 and 2010, there were 82,699 home purchase, refinance, or home improvement loans made for single-family or manufactured units in Travis County. Of this total, 79,874 (96.6%) disclosed the borrower's household income and 4,950 (6%) reported high-cost mortgages. Overall, upper-income households, with the exception of Black households, were significantly less likely to have high-cost mortgages as lower-income households.

An analysis of loans in Travis County by race and ethnicity reveals that Black households are overrepresented in high-cost lending. Among lower-income minority households, 17% of mortgages obtained by Hispanic housholds and 12.9% of mortgages obtained by Blacks were high-cost, compared to 8.3% of the mortgages obtained by lower-income White households and only 4.1% of those obtained by lower-income Asian households.

Similar trends were apparent among upper-income households. Asian households were the least likely to have high-cost mortgages (2.9%), while White households experienced a high-cost rate of 5.4%. The high-cost mortgage rate for upper-income Hispanic households was much higher at 7.7%, and Black households had the worst high-cost rate among upper-income borrowers at 10.5%. Details appear in Figure 6-6.

Map 6-3 on the following page depicts the distribution of high-cost loans by census tract across the County, indicating a higher prevalence along Austin's eastern fringe. This area of Travis County is characterized previously in the AI as predominantly lower-opportunity, especially compared to the stable, opportunity-rich neighborhoods west of the city.

Upper-income Black and Hispanic households were more likely to receive a high-cost loan than lower-income White or Asian households.

FIGURE 6-6
High-Cost Home Purchase Loans by Race and Ethnicity, 2008-2010

		Total	White	Black	Asian	Other	No data	Hispanic*
Lower-Income	Total Originations	17,910	13,789	966	749	188	2,218	3,537
	High-Cost	1,482	1,116	125	31	29	181	600
	% High-Cost	**8.3%**	**8.1%**	**12.9%**	**4.1%**	**15.4%**	**8.2%**	**17.0%**
Upper-Income	Total Originations	61,964	48,045	1,174	3,856	404	8,485	4,702
	High-Cost	3,261	2,579	123	110	24	425	360
	% High-Cost	**5.3%**	**5.4%**	**10.5%**	**2.9%**	**5.9%**	**5.0%**	**7.7%**
Total	Total Originations	82,699	63,874	2,461	4,689	611	11,064	8,682
	High-Cost	4,950	3,849	286	143	55	617	993
	% High-Cost	**6.0%**	**6.0%**	**11.6%**	**3.0%**	**9.0%**	**5.6%**	**11.4%**

Note: Total also includes 2,825 loans for which no income data was reported.
* Hispanic ethnicity is counted independently of race.
Source: Federal Financial Institutions Examination Council, 2008 to 2010

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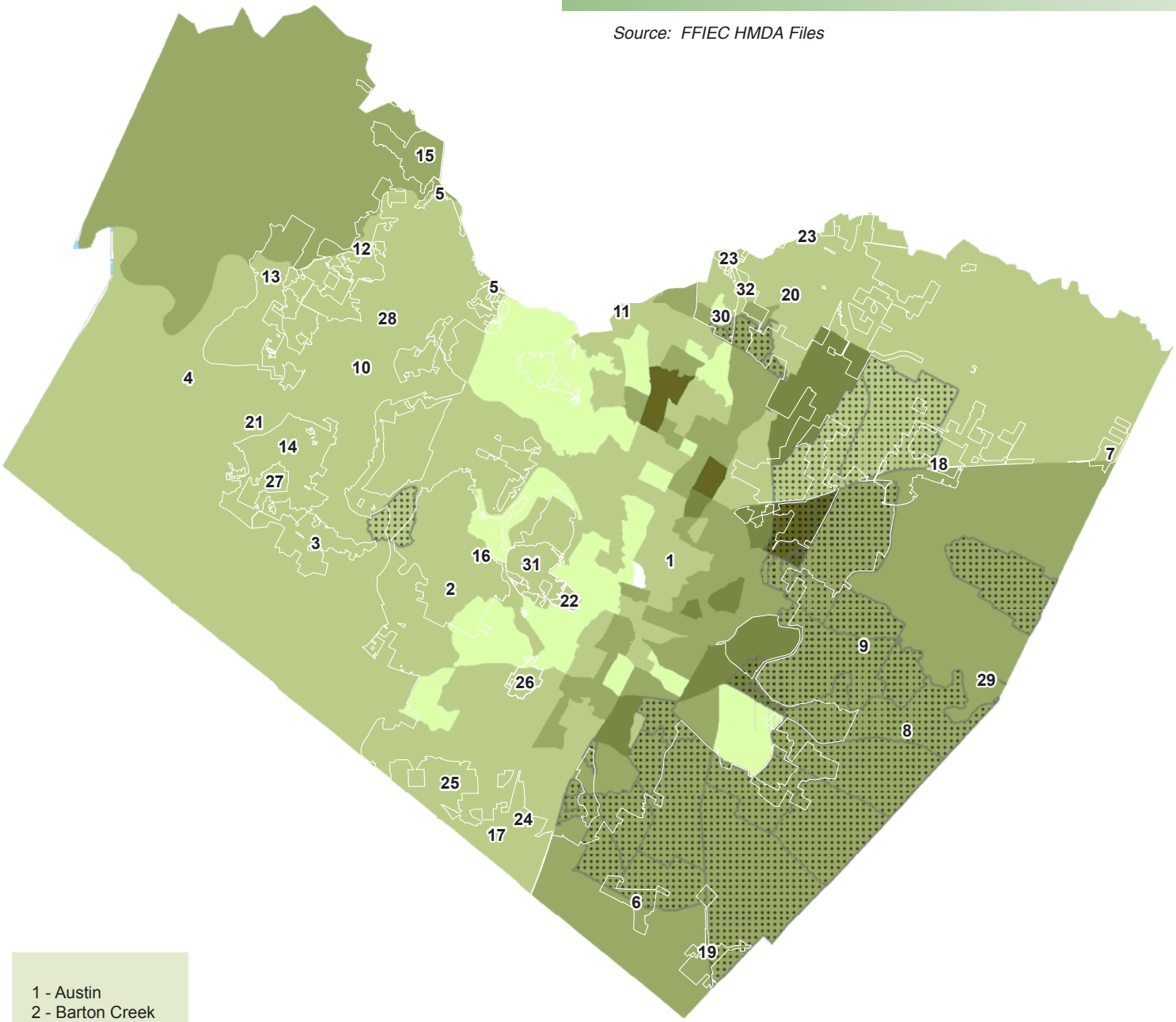
MAP 6-3
High-Cost Loan Rates by Census Tract, 2008-2010

Source: FFIEC HMDA Files



1 - Austin
2 - Barton Creek
3 - Bee Cave
4 - Briarcliff
5 - Cedar Park
6 - Creedmoor
7 - Elgin
8 - Garfield
9 - Hornsby Bend
10 - Hudson Bend
11 - Jollyville
12 - Jonestown
13 - Lago Vista
14 - Lakeway
15 - Leander
16 - Lost Creek
17 - Manchaca
18 - Manor

19 - Mustang Ridge
20 - Pflugerville
21 - Point Venture
22 - Rollingwood
23 - Round Rock
24 - San Leanna
25 - Shady Hollow
26 - Sunset Valley
27 - The Hills
28 - Volente
29 - Webberville
30 - Wells Branch
31 - West Lake Hills
32 - Windemere

Urban County Exceptions
Impacted Block Groups

Percent High-Cost

Less than 4%
4% to 8%
8.1% to 15%
15.1% to 30%
More than 30%

Annual Trends in Mortgage Lending

Studying mortgage application data on an annual basis allows insight into the influence of housing market trends on the behavior of applicants and banks. Figure 6-7 illustrates annual change.

While housing markets across the country have experienced steep declines in sales volume and mortgage applications since 2008 as a result of buyer reluctance in an unstable market, the number of applications in Travis County increased from 55,588 in 2008 to 71,875 in 2009 before falling to 61,696 in 2010. As noted previously, refinancing loans account for a large percentage of total applications. This is true in all three years.

Over the course of the three years studied, the percentage of applications that resulted in loan originations increased, on the whole and across most racial groups, including Black households. The number of loans that were high-cost dropped substantially each year, likely as a direct result of increasing statutory control over predatory lending practices. It is also possible that education and outreach related to borrowing has contributed to the decline in high-cost loans. Between 2008 and 2010, the proportion of applications resulting in denials declined from 17.2% to 13.1%. This change also occurred across all minority groups.

Between 2008 and 2010, high-cost lending rates dropped substantially, both overall and across all racial and ethnic groups.

FIGURE 6-7
High-Cost Home Purchase Loans by Race and Ethnicity, 2008-2010

	2008		2009		2010	
	#	%	#	%	#	%
Total loans						
Applied for	**55,588**	**100.0%**	**71,875**	**100.0%**	**61,696**	**100.0%**
Black	2,575	4.6%	2,554	3.6%	1,880	3.0%
White	37,250	67.0%	47,387	65.9%	42,769	69.3%
Asian	2,283	4.1%	3,370	4.7%	3,158	5.1%
Hispanic*	8,184	14.7%	7,714	10.7%	6,757	11.0%
Other race	623	1.1%	570	0.8%	447	0.7%
No information/NA	12,857	23.1%	17,994	25.0%	13,442	21.8%
Originated	**23,032**	**41.4%**	**31,333**	**43.6%**	**28,334**	**45.9%**
Black	778	30.2%	926	36.3%	757	40.3%
White	17,884	48.0%	24,140	50.9%	21,850	51.1%
Asian	1,128	49.4%	1,822	54.1%	1,739	55.1%
Hispanic*	2,889	35.3%	2,973	38.5%	2,820	41.7%
Other race	216	34.7%	210	36.8%	185	41.4%
No information/NA	3,026	23.5%	4,235	23.5%	3,803	28.3%
Originated - High Cost	**1,914**	**8.3%**	**1,759**	**5.6%**	**1,277**	**4.5%**
Black	140	18.0%	77	8.3%	69	9.1%
White	1,460	8.2%	1,386	5.7%	1,003	4.6%
Asian	42	3.7%	61	3.3%	40	2.3%
Hispanic*	487	16.9%	270	9.1%	236	8.4%
Other race	31	14.4%	14	6.7%	10	5.4%
No information/NA	241	8.0%	221	5.2%	155	4.1%
Denied	**9,581**	**17.2%**	**8,982**	**12.5%**	**8,094**	**13.1%**
Black	922	35.8%	701	27.4%	389	20.7%
White	6,344	17.0%	5,964	12.6%	5,602	13.1%
Asian	319	14.0%	417	12.4%	396	12.5%
Hispanic*	2,463	30.1%	1,833	23.8%	1,404	20.8%
Other race	237	38.0%	149	26.1%	96	21.5%
No information/NA	1,759	13.7%	1,751	9.7%	1,611	12.0%

Note: Data is for home purchase, refinance and improvement loans for owner-occupied units. Other application outcomes include approved but not accepted, withdrawn, incomplete or purchase by another institution.
* Hispanic ethnicity is counted independently of race.
Source: Federal Financial Institutions Examination Council, 2008-10

Newspaper Advertising

Under federal law, no advertisement with respect to the sale or rental of a dwelling may indicate any preference, limitation, or discrimination because of race, color, religion, sex, handicap, familial status or national origin. Publishers and advertisers are responsible under federal law for making, printing, or publishing advertisements that violate the Fair Housing Act on its face. Thus, they should not publish or cause to be published an advertisement that expresses a preference, limitation or discrimination on the basis of race, color, religion, sex, handicap, familial status, or national origin. The law, as found in the Fair Housing Amendments Act of 1988, describes the use of words, photographs, symbols or other approaches that are considered discriminatory.

The classified sections of The Austin American-Statesman for August 26, September 2, and September 9, all Sunday editions, were reviewed for this analysis. While many of the advertisements described be properties located outside of Travis County's CDBG jurisdiction, the review of ads was conducted to determine the newspaper's compliance with fair housing laws and its own publisher's policy.

The real estate section of the three printed Sunday editions stretched across the pages of the Statesman Home newspaper section, containing ads for home sales as well as rental opportunities and feature stories. The publisher's policy on accepting advertisements, which would generally include a statement that the paper reserves the right to edit, refuse, reject or cancel an ad at any time, in addition to any demands of compliance with fair housing standards, was not prominently displayed in the print edition. Nor was it obvious during the process of placing an apartment rental ad on *Statesman.com*, which provides "tips for an effective ad," but no anti-discrimination guidelines. Both in its print and online section of classified ads devoted to real estate, the Statesman should state that it will not knowingly accept any advertising for real estate that is in violation of the Fair Housing Act.

However, in the three print editions reviewed and in a sample of online-only listings, no potentially discriminatory language was found. This suggests that a screening system of some kind is in place at the Statesman to ensure that any discriminatory language is filtered out of published content.

7 EVALUATION OF CURRENT FAIR HOUSING PROFILE

Progress Since Previous AI

This document is Travis County's first Analysis of Impediments to Fair Housing Choice, though it builds upon efforts to affirmatively further fair housing that have already taken root in the County's administration of the CDBG program. When the program was first implemented in 2006 the County operated under the City of Austin's AI, which contained some County-level data, with little specifically reported on the unincorporated areas. Since then, County staff members have developed a better picture of conditions and needs in those areas through the development of the Consolidated Plan, the social work project and other data sources. Staff members have also increased capacity with regard to addressing fair housing issues.

In its Consolidated Planning documents and in day-to-day program activities, the County has already demonstrated recognition of a need to affirmatively further fair housing that extends beyond the County's statutory responsibility to uphold the tenets of the federal Fair Housing Act and the Texas Fair Housing Act. This AI is the result of a comprehensive effort to identify and contextualize barriers to fair housing. Additionally, it provides a specific course for action with the ultimate goal of equalizing housing opportunities for all people. The County will use the AI's recommendations as a pattern for the implementation of fair housing initiatives, then will record fair housing accomplishments in each year's CAPER.

Prior to the development of this document, the County based its understanding of local impediments on the AI conducted by the City of Austin and in collaborative work with community partners and the Kirwan Institute to produce a Geography of Opportunity analysis for the greater Austin region. This report characterized neighborhoods of Travis County and other areas with regard to minority concentrations and access to the indicators of opportunity that predict positive life outcomes.

Fair Housing Activities

Travis County's CDBG program spreads limited resources across projects intended to meet multiple aims: assisting low- and moderate-income households in obtaining affordable housing, improving the safety and livability of neighborhoods and increasing access to services. The County's fair housing activities are built into the way in which these goals are addressed, with attention toward ensuring that housing opportunities are promoted among traditionally underserved populations and that the living environment is improved in isolated, lower-income rural neighborhoods. Infrastructure projects are designed to create *access* for the disproportionately minority LMI areas often forgotten by other social service providers, whether it is in the form of public water where there was none, safe roads to connect communities or social workers to link needs to resouces. At the same time, the County has identified sites within proximity of opportunity-rich western neighborhoods where investments would broaden housing choice for members of the protected classes. The County's fair housing activities are represented in the balance it aspires to strike between revitalizing the areas of greatest need and opening access to its areas of greatest opportunity.

Additionally, fair housing principles factor into the details of program administration, as represented by strong affirmative marketing requirements and expansive outreach to ensure that the Urban County's substantial limited-English-speaking population has full access to County programs and services.

In its 2010 CAPER, the latest available for review, the County reported more concrete fair housing accomplishments. The County published educational information on fair housing via the CDBG website and Travis County's TV channel. CDBG funds paid for

Fair Housing Advocates

training from the Corporation for Supportive Housing to train Permanent Supportive Housing providers about fair housing and how to ensure the use of preferences and waiting lists without violating fair housing laws. Grant funds also paid for land to assist with the development of affordable single-family homes being built to visitability standards. Additionally, Travis County Social Service Contracts in the amount of $132,582.81 provided legal aid and tenants' council services to provide fair housing resources for a total of 9,968 clients during the 2010 program year. Social service contracts are also in place to address financial literacy and to increase income through workforce development efforts.

The County's Housing Finance Corporation expands the local inventory of affordable housing through the issue of bonds for affordable residential construction. The HFC's primary consideration in proposal evaluation appears to be feasibility, as there are no geographic priorities in place for the multi-family bond financing program. HFC works closely with the Texas Department of Housing and Community Affairs, which has recently built desegregation incentives into its qualified allocation plan for housing tax credits. However, it is unclear whether the state agency has carried this policy priority into its other programs.

Travis County does not have the authority to empower a local commission to enforce anti-discrimination statutes at the County level. Therefore, County residents living outside of Austin may experience legal discrimination on the basis of sexual orientation, gender identity, age, or student status, though such discrimination is illegal in Austin. Across all of Travis County, landlords are still legally permitted to discriminate based on a person's source of income.

The Austin Tenants Council (ATC) is a HUD-certified counseling agency that participates in HUD's Fair Housing Initiatives Program (FHIP), through which ATC partners with HUD to help people identify government agencies that handle complaints of housing discrimination. Additionally, the Council conducts fair housing and outreach activities in Travis County and conducts discrimination testing across Central Texas.

The Council currently has a contract with Travis County to provide landlord-tenant services. For the first six years of the CDBG program, ATC did not provide a project proposal for funding consideration to serve the unincorporated areas. However, in 2012, the program approached ATC about providing fair housing services and negotiated the contract that is now in place.

While ATC focuses primarily on housing rights for tenants, other agencies serve more specific constituent populations. The Austin Resource Center for Independent Living, Easter Seals and Family Eldercare provide housing-related services for persons with disabilities, and El Buen Samaritano Episcopal Mission targets the area's Latino population for assistance with health care, education and economic stability. These agencies, among many others, are part of a local network of advocacy to advance fair housing for members of the protected classes in Travis County.

8 GENERAL FAIR HOUSING OBSERVATIONS

This section of the AI is a summary of general observations included in earlier sections of the report. General observations include the results of primary and secondary research that define the underlying conditions, trends, and context for fair housing planning in the Urban County. These observations in and of themselves do not necessarily constitute impediments to fair housing choice. Rather, they establish a contextual framework for the impediments to fair housing choice that are presented in the following section of the AI.

Demographic and Housing Market Observations

1 The Urban County's population grew 42.9% during the last 10 years, a net gain of 54,069 residents. Travis County led all Texas counties in growth between 2000 and 2010.

2 Since 2000, a gain in the raw number of White residents across Travis County has outpaced the gain among non-Whites, especially in the City of Austin. However, the Urban County has become more diverse, driven primarily by strong growth in the Hispanic population. Hispanics represent the Urban County's largest minority group, accounting for 28.9% of all residents. *(See Page 18 for more information on the difference on race and ethnicity in Census categories.)*

3 Recent demographic shifts have been characterized as "bright flight," an attraction of higher-income professionals to Austin that has gentrified traditionally minority neighborhoods and drove lower-income households to the fringes of urban development.

4 There are 22 racially and/or ethnically concentrated block groups in the Urban County, the majority of which qualify as low- and moderate-income. These impacted areas are concentrated in the eastern half of Travis County.

5 Though integration has increased during the last 10 years, Travis County's Black and Hispanic populations remain moderately segregated from its White population.

6 The 2010 median income for Black and Hispanic households in Travis County was roughly two-thirds the median income for Whites. Lower household incomes among Blacks and Hispanics are reflected in lower home ownership rates when compared to Whites and Asians.

7 Based on the Pew Institute methodology of the largest metropolitan areas in the country, the metro in which Travis County is located ranks as the most economically segregated in the United States. Other areas across Texas also lead the nation in economic segregation.

8 Travis County residents with disabilities were substantially more likely to live in poverty than those without disabilties. In 2010, 24.1% of those with disabilities lived in poverty, compared to 14.5% of those without disabilities.

9 Female-headed households with children accounted for 45.9% of all families living in poverty in Travis County. About one-third of all households of this type were living below the poverty line in 2010.

10 Blacks and Hispanics were substantially more likely than Whites and Asians to be unemployed in 2010 across the Urban County as well as across Texas.

11 The Urban County gained more than 19,000 housing units between 2000 and 2010, an inventory increase exceeding 40% in only 10 years.

12 Multi-family housing structures are less common in unincorporated areas, where they represent 15.4% of the housing stock. By contrast, 44.8% of the stock in cities and towns is multi-family. A lack of larger rental units consisting of three or more bedrooms has a disproportionately greater impact on minority families, who tend to live in larger families.

13 The housing market in Travis County is widely considered to be increasingly unaffordable. Generally speaking, it is the most unaffordable to Black and Hispanic households as a function of the lower median incomes among these groups.

14 Between 2008 and 2010, high-cost lending rates dropped substantially, on the whole and across all racial and ethnic groups. This is likely a direct result of increased statutory control over predatory lending practices, as well as increasing borrower awareness.

Programmatic Observations

1 The CDBG Office currently administers funds from multiple prior grant years simultaneously in an effort to meet HUD timeliness requirements.

2 County departments take individual approaches to ensuring that the substantial limited-English-proficiency population in Travis County is afforded full access to programs and services. The CDBG Office implements its programs according to a comprehensive set of internal LEP policies as it works to formalize as a Language Access Plan.

3 The Housing Authority has adopted recent changes to HUD program regulation prohibiting discrimination on the basis of marital status, sexual orientation and gender identity. The Authority has also recently adopted local preferences for homeless persons and those with disabilities.

4 Black and Hispanic households are overrepresented among housing voucher holders and applicants in comparison to their share of all households across the County.

5 The County has allocated general funds to activities that further fair housing, such as the AI and tenant services.

6 In its CDBG administration, the County balances a need to improve the quality of life in impoverished areas with expanding access to opportunity-rich neighborhoods.

9 IMPEDIMENTS TO FAIR HOUSING CHOICE

Public Sector Impediments: Market Based

1 ISOLATION OF LOW-INCOME RURAL COMMUNITIES

Pockets of extreme poverty exist in some rural areas of the Urban County, neighborhoods in which homes and living environments are substandard, sometimes unsafe, and in which residents largely do not interact with the local economy. Settlement in the rural periphery has been accelerated by rising housing costs in Austin that have pressured lower-income minority households to seek affordable units in unincorporated areas beyond the city's border. Jobs and amenities are scarce in such areas and transit connections are very limited.

ACTION STEP 1: The County should continue to invest CDBG funds to provide basic living environment improvements in impacted areas. Additionally, support for social workers should continue, as they have been a critical resource in connecting far-flung low-income residents with available programs and services.

2 POOR CONDITION OF HOUSING IN STOCK IN UNINCORPORATED AREAS

Due to the absence of building codes applicable to residential construction and mobile homes in unincorporated areas, a substantial share of housing in the Urban County is considered by housing advocates to be substandard, deteriorated or otherwise unsuitable as a living environment. These present challenges for agencies that attempt to provide minor rehabilitation or accessibility retrofitting, as many units actually require substantial rehabilitation.

ACTION STEP 1: The CDBG program should continue investment in the rehabilitation of owner-occupied housing in the Urban County.

ACTION STEP: 2 The County should study the feasibility of pursuing Section 108 funds through the CDBG program. If secured, the County could access up to five times its annual entitlement grant to capitalize its rehab program. This activity would make more funds available to the County at one time.

3 INCREASINGLY PROHIBITIVE HOUSING COSTS

The median housing value in Travis County shot up 55.2% between 1990 and 2010, while real median income rose only 17.7%. Property taxes in the County, a substantial component of home ownership costs, have also risen over time. Renting has also become more expensive, as the Urban County lost half of its units renting for less than $500 between 2000 and 2010, while the number of units renting for more than $1,000 more than doubled. Minimum-wage, single-family households and those depending on SSI cannot afford an apartment renting at the fair market rate.

ACTION STEP 1: The County should support the Housing Finance Corporation in growing its tenant-based rental assistance program and seeking greater engagement among landlords, particularly with units outside of impacted areas.

ACTION STEP 2: The County should encourage the HFC to continue its efforts to provide down payment assistance to income-eligible households and work with developers to create affordable units through the single-family and multi-family bond programs.

ACTION STEP 3: The County should encourage the Strategic Housing Finance Corporation should proceed with plans to acquire and maintain the affordability of tax-credit developments for which affordability requirements are set to expire.

ACTION STEP 4: The County should encourage the HFC to incorporate priority areas for new construction investment into its funding guidelines to expand affordable housing in opportunity areas.

ACTION STEP 5: The County should develop an Affordable Housing Policy for Travis County that includes siting recommendations.

ACTION STEP 6: The County should develop incentive-based permitting processes for mixed-income subdivisions.

4 PERSISTENCE OF HOUSING DISCRIMINATION

The most common basis cited in housing discrimination complaints across the Urban County, far and away, was disability. Between 2007 and 2010, six separate complaints were lodged against the same affordable housing development for seniors in Pflugerville. Nearly all alleged a failure to make reasonable accommodation or allow reasonable modificaions for persons with disabilities. Austin Tenants Council noted that many landlords in the unincorporated areas are smaller outfits, owning only a few units, and may be less aware of fair housing rights and responsibilities.

ACTION STEP 1: The County should continue outreach and education efforts related to fair housing, including publication of such material online and on the County's TV network.

ACTION STEP 2: The County should continue to engage ATC to conduct further education and outreach or paired testing in unincorporated areas, focusing on disability discrimination in the rental market.

Public Sector Impediments:
Policy Based

5 PRESENCE OF DISCRIMINATORY RESTRICTIVE DEEDS/COVENANTS

Because land use in the unincorporated areas is not governed by zoning regulations, control commonly takes the form of deed/covenant restrictions. While discriminatory provisions are illegal and unenforceable, housing advocates reported a general lack of awareness with regard to fair housing rights and responsibilities among homeowners' associations, which has resulted in the enforcement of discriminatory rules and a lack of accomodation for persons with disabilities. Explicitly discriminatory language still exists in some deeds and restrictions ("no minorities"), though less obvious discrimination is more common in requirements (minimum structure size, "masonry only") that attempt to prevent the development of affordable housing types in certain neighborhoods.

ACTION STEP 1: The CDBG office should file a fair housing complaint with HUD or ATC upon encountering any discriminatory restrictive deeds or covenants.

6 CONCENTRATION OF VOUCHER HOLDERS IN IMPACTED AREAS

Due to the wide range of affordability levels across areas of Travis County, Housing Choice Voucher holders are located primarily in less expensive communities that are more likely to be impacted areas. The AI map displaying the distribution of voucher holders shows their near absence from the western half of the County. This suggests that the FMR is insufficient to afford a unit in many neighborhoods within that region.

ACTION STEP 1: HATC's voucher briefing packet contains information on areas of opportunity. The Authority should consider increasing its efforts toward assisting voucher holders to find affordable units in the western half of the County.

ACTION STEP 2: HFC should continue its efforts to acquire affordable housing developments before their conversion to market-rate units. This would help to preserve the affordable housing inventory in Travis County.

7 ABSENCE OF AUTHORITY FOR LOCAL OVERSIGHT OVER DESIGN AND CONSTRUCTION

Aside from the limited respects in which the International Fire Code applies to multi-family dwellings, the County has little authority to exercise oversight over the design and construction of residential units, particularly with regard to compliance with accessibility requirements. ATC's testing results have revealed newly constructed rental properties in Travis County that are unlawfully inaccessible to persons with disabilities. Instead of these issues being identified early in the design process, non-compliant features are often identified through the fair housing complaint process.

ACTION STEP 1: The County should contract with ATC to provide training to architects, engineers and other design professionals.

ACTION STEP 2: The County should continue its legislative advocacy efforts in the interest of gaining increased land-use authority and the ability to adopt and enforce a building code.

8 LACK OF LOCAL HUMAN RIGHTS OR FAIR HOUSING ORDINANCE

While the state's fair housing ordinance extends protection against discrimination to Travis County residents, there is no local institutional structure in place to coordinate fair housing efforts or collect housing discrimination complaints. Additionally, private-market discrimination is currently legal in all areas except Austin on the basis of marital status, sexual orientation and gender identity. In all areas of the County, landlords may discriminate based on a person's source of income.

ACTION STEP 1: The County should pass a resolution or proclamation that serves as a government-wide statement of intention to promote fair housing and prohibit discrimination.

9 LACK OF TRANSIT OPTIONS IN RURAL AREAS

From an operational perspective, the footprint of Capital Metro's fixed-route service area and its orientation toward connecting activity centers is logical. However, the absence of regular Cap Metro and CARTS service in most areas of the Urban County creates a disconnect between lower-income residents, employment and amenities. Additionally, the lack of connection represents a barrier to the development of affordable housing in many unincorporated areas.

ACTION STEP 1: The County should continue to collaborate with Cap Metro and CARTS to create innovative solutions that serve particular neighborhood connection needs. One example is the success of the CARTS service in Del Valle.

ACTION STEP 2: The County should participate in Cap Metro's long-range planning efforts to promote the expansion of public transit service in non-impacted, high-growth areas of the Urban County. This could include the creation of ride-to-work public transit routes that consider the needs of second shift workers.

ACTION STEP 3: HFC should prioritize its investment funding criteria to focus on major corridors with public transit service.

Private Sector Impediment: Market Based

10 IMPROVEMENTS NEEDED IN SOME POLICY DOCUMENTS

The CDBG program in Travis County was noted to incorporate fair housing principles, effectively advancing housing choice within the capabilities of the limited resources available. The following recommendations would further strengthen the program and those of other agencies involved in housing across the county as noted.

ACTION STEP 1: The CDBG Office should amend the Affirmative Marketing Plan to include a statement of consequences for noncompliance, which could potentially include a recapture of funds, disallowance of future participation in the CDBG program and/or a referral of the matter to HUD and/or a fair housing rights organization such as Austin Tenants Council.

ACTION STEP 2: The CDBG Office should formalize its Language Access Plan for persons with limited English proficiency.

ACTION STEP 3: HATC should update its ACOP to specifically prohibit discrimination against the new classes protected by changes to HUD program administration as of March 2012 (marital status, sexual orientation or gender identity).

11 QUESTIONABLE PATTERNS IN PRIVATE LENDING

Wells Fargo, which recently agreed to a $50M settlement with the U.S. Justice Department related to allegations of discriminatory and predatory lending, was Travis County's largest mortgage lender by number of originations in recent years. Mortgage loan denial rates among most minority applicants were higher than denial rates for Whites between 2008 and 2010, and more than 40% of the denials for Black applicants included no given reason. During the same years, *upper-income* Black and Other Race households received mortgage application denials more often than *lower-income* White households. Finally, *upper-income* Black and Hispanic households were more likely to receive a high-cost loan than *lower-income* White or Asian households.

ACTION STEP 1: The County has no jurisdiction over lending practices. However, to the extent that it can provide or connect residents to financial counseling and homebuyer education, these services would especially benefit lower-income and minority households.

Fair Housing Action Plan

[To be added following discussion of proposed action steps]

APPENDIX A

CHART OF STAKEHOLDERS INVITED TO PARTICIPATE IN THE DEVELOPMENT OF THE AI

Type of Organization	Name of Organization
County CDBG & HOME Programs	Travis County Health & Human Services & Veterans Service
	Travis County Housing Finance Corporation
County Planning / Zoning Staff / Director	Travis County Transportation and Natural Resources Department
Public Housing Authority	Housing Authority of Travis County
Affordable Housing Providers, CHDOs	Greendoors
	Austin CHDO Roundtable
	Austin Habitat for Humanity/Homebase
	Frameworks CDC
	Travis County Health & Human Services & Veterans Service
Advocacy Organizations for Persons with Disabilities	Accessible Housing Austin
	Helping the Aging Needy and Disabled (H.A.N.D)
	Family Eldercare
	Texas Department of Aging and Disability Services
Advocacy Organizations for Persons with LEP	Literacy Coalition of Central Texas
	Manos de Christo
	Workers Defense Project / PDL
	American Gateways
	El Buen Samaritano
	Refugee Services of Texas
	Saheli

Type of Organization	Name of Organization
Social Service Organizations, Housing for Special Needs Populations, etc.	Safe Place
	Corporation for Supportive Housing
	Foundation for the Homeless
	AIDS Services of Austin
	Capital Area Food Bank of Texas
	Meals on Wheels and More
	Travis County District Attorney's Office
	Society of St. Vincent de Paul St. Margaret Mary - Cedar Park
	Society of St. Vincent de Paul St. Mary Our
	Joseph's Food Pantry
	Travis County Health & Human Services &
Local fair housing organizations, legal aid agencies	Austin Tenants' Council
	City of Austin Equal Employment and Fair Housing Office
	Texas Rio Grande Legal Aid
Public transit agency	Cap Metro
	CARTS
Realtors Association	Austin Board of Realtors

Travis County Commissioners Court Agenda Request

Meeting Date: November 12, 2013

Prepared By/Phone Number: Juanita Jackson/854-4467

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

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:
Consider and Take Appropriate Action on the Following Requests from Foundation Communities related to the Operation of its Tax Preparation Assistance Program for Eligible Residents during the 2014 Tax Season:

A. Use of Space at Travis County's South Rural Community Center in Del Valle for the Operation of the Tax Preparation Assistance Program during the 2014 Tax Season;

B. In-Kind Support in the Form of Printing Brochures, Fliers, Forms and Other Promotional Materials for the 2014 Tax Season; and

C. In-Kind Support in the Form of American Sign Language Services (Services for the Deaf and Hard of Hearing) for the 2014 Tax Season.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
Please see attached memo.

STAFF RECOMMENDATIONS:
Staff recommends approval of this request consistent with the Court's past commitment to support the Community Tax Centers.

ISSUES AND OPPORTUNITIES:
Please see attached memo.

FISCAL IMPACT AND SOURCE OF FUNDING:
Travis County's Print Shop reviewed the documents received from Foundation Communities and staff believes the estimate to provide the requested documents would not exceed $8,500.00 in printing, materials and staff time.

Travis County HHS&VS Services for the Deaf and Hard of Hearing estimates providing American Sign Language Interpreter Services at the Community Tax Center per

Foundation Communities request will not exceed $15,000 (based on previous year's expenditures). As in past years, these services would be scheduled in advance.

REQUIRED AUTHORIZATIONS:
Mary Etta Gerhardt

www.communitytaxcenters.org
www.foundcom.org

Request to Travis County
For In-Kind Print Services and ASL Interpreters for Tax Season 2014

The Community Tax Centers

The Community Tax Centers Program provides free-income tax assistance, education and outreach to residents of Austin and the surrounding areas. Each year, volunteer income tax preparers receive IRS-based tax law training and must pass IRS certification exams in order to assist clients through this program. Volunteers help clients file federal income tax returns for the current and prior years and help clients prepare applications for Individuals Taxpayer Identification Numbers (ITIN) when required. During the 2013 filing season, 18,310 tax returns were prepared brining in over $32 million to the local economy in the form of refunds. Of the total refunds, over $12 million was in the form of the Earned Income Tax Credit, our nation's largest anti-poverty program. The average income for our tax center clients in 2013 was $21,950. Over 300 Deaf/HOH clients received tax preparation through appointments with ASL interpreters. Foundation Communities (a local non-profit) administers the tax center program in partnership with the Internal Revenue Service and receives federal, local and private funds to support the program.

In the 2014 tax season, we expect to serve over 18,500 clients with five tax centers which collectively will be open 240 hours per week from the end of January through the filing deadline of April 15, 2014. We anticipate brining in over $34 million to the local economy in the form of refunds. To be eligible for our services, clients must have a household income below $50,000 and tax scenarios that our volunteer tax preparers are trained and certified to assist with.

The Community Tax Centers serve clients off all backgrounds and abilities. The Deaf/HOH population that we have been serving has been growing year-to-year due to increased outreach efforts to this population and increased awareness of our service. Deaf/HOH clients who would like to schedule an appointment with an ASL interpreter have the option of going online to schedule an appointment at www.communitytaxcenters.org, calling our appointment line number, or sending an email to appts@foundcom.org.

Proposal for 2014

Foundation Communities requests that Travis County Services for the Deaf/HOH provide 2 ASL interpreters at the Community Financial Center location (2600 W. Stassney Lane) from **January 20rd to April 15, 2014.**

The proposed schedule is outlined below and will be adjusted according to what's approved by the County. **This schedule would allow us to provide tax preparation to 380 Deaf/HOH clients.**

Days	Proposed ASL Interpreter Schedule
Mondays, Tuesdays, and Wednesdays	2:00 p.m. to 7:00 p.m.

We also request that the County continue to provide pro-bono print services to support our volunteer training, community outreach, and program administration needs. The attachment includes an itemized list of all selected print items, general specifications, and target deadlines for your consideration. In total, the County would support the printing and delivery of over 111,560 print materials to the Community Tax Centers.

With the County's continued support we will be able to increase the number of eligible households served, ensuring that more refunds and credits are delivered to working individuals and families in Central Texas. Helping families save money on exorbitant commercial tax preparation fees is particularly important in these trying economic times.

Thank you in advance for your consideration!

Created 11-07-13 @ 4:45 pm

2014 Travis County Itemized Print Schedule for Community Tax Centers

Item #	Category	Dimensions	Pages of Text	Double-Sided?	Paper color	Qty	Target Rcvd Deadlines	
Volunteer Training Materials								
1	New Volunteer Training Packet	8 1/2" x 11"	25	YES	pastel yellow	200	11/15/2013	5000
2	Returning Volunteer Training Packet	8 1/2" x 11"	18	YES	pastel blue	100	11/15/2013	1800
3	Schedule C Training PPT Handouts (black & white)	8/12 " X 11"	4	YES	white	50	11/15/2013	200
4	ITIN Training Materials	8 1/2" x 11"	10	YES	white	300	11/15/2013	3000
5	ITIN Training W-7	8 1/2" x 11'	1	NO	white	300	11/15/2013	300
6	ITIN Resource Guide for Volunteers 2014	8 1/2" x 11"	16	YES	white	30	11/15/2013	480
7	Volunteer Scheduling Software Instruction Guide	8 1/2" x 11"	1	NO	florescent orange	1,000	11/15/2013	1000
8	Volunteer Certification Instruction guide	8 1/2" x 11"	2	YES	florescent orange	1,000	11/15/2013	2000
9	New Volunteer Take-Home Handouts	8 1/2" x 11"	11	YES	white	700	11/15/2013	7700
10	Returning Volunteer Take-Home Handouts	8 1/2" x 11"	13	YES	white	200	11/15/2013	2600
11	Volunteer Philosophy, Bill of rights, Job Description	8 1/2" x 11"	2	YES	white	1,000	11/15/2013	2000
12	Intake Volunteer Training Guide	8 1/2" x 11"	4	YES	white	100	11/15/2013	400
13	It's My First Day Checklist	8 1/2" x 11"	1	NO	white	1,000	1/3/2014	1000
14	Volunteer Sign-In Sheet 2014	8 1/2" x 11"	1	NO	white	500	1/3/2014	500
15	Income Expense Sheets (Bilingual)	8 1/2" x 11"	2	YES	white	2,000	11/15/2013	4000
Community Outreach Materials								
16	CTC General Flyer	8 1/2" x11"	2	YES	pastel yellow	30,000	11/15/2013	60000
17	ITIN Brochure - English	8 1/2" x 11", tri-fold	2	YES	pastel green	500	1/3/2014	1000
18	ITIN Brochure - Spanish	8 1/2" x 11", tri-fold	2	YES	pastel green	1,500	11/15/2013	3000
19	ITIN Flyer	8 1/2" x 11"	2	YES	pastel green	2,000	1/3/2014	4000
20	ASL Flyer	8 1/2" x 11"	1	NO	pastel blue	3,000	1/3/2014	3000
21	FAFSA Flyers	8 1/2" x 11", cut in 1/2	2	YES	dark green	2,000	11/15/2013	4000
Administrative Materials								
22	Client Sign-In Sheet 2014	8 1/2" x 11"	1	NO	white	2,500	1/3/2014	2500
23	Processing and Tracking Envelope	(Manila (12 X 9 inches) , front side, Open Top Flap	1	NO	manila	22,000	1/3/2014	22000
24	Taxpayer Take-home envelope	(White- 12 X 9 inches), Open Top Flap	2	YES	white	22,000	1/3/2014	44000
25	Customer Satisfaction Survey	8 1/2 "x 11", cut in 1/2	2	YES	white	15,000	1/3/2014	30000
26	Client Drop-Off Agreement	8 1/2" x 11"	2	YES	white	500	1/3/2014	1000
27	Make an Appointment Cards	Business card size, card stock, cut	2	YES	white	1,000	1/3/2014	2000
28	FAFSA Intake forms	8 1/2" x 11"	2	YES	white	1,000	1/3/2014	2000
29	Most Used 4012	8 1/2" x 11"	72	YES	white	80	11/15/2013	5760
30	Online Self-Prep Business Cards	Business card size, card stock, cut	1	NO	White	2,000	1/3/2014	
31	Options for filing a the tax center	8 1/2" x 11"	2	YES	Ivory	5,000	1/3/2014	
32	What you need to know MFS	8 1/2" x 11"	2	YES	Gray	800	1/3/2014	
33	What you need to know out-of-scope	8 1/2" x 11"	2	YES	Gray	800	1/3/2014	
34	Savings bond promotion	8 1/2" x 11", cut in 1/4 (black & white)	2	YES	Red	2,000	1/3/2014	
					Total Quantity:	**111,560**		216240

Created 11-07-13 @ 4:45 pm

2014 Travis County Itemized Print Schedule for Community Tax Centers

	Item # Category	Dimensions	Pages of Text	Double-Sided?	Paper color	Qty	Target Rcvd Deadlines	TTL Pg Count	Cost
Volunteer Training Materials									
1	New Volunteer Training Packet	8 1/2" x 11"	25	YES	pastel yellow	200	11/15/2013	5000	$189.00
2	Returning Volunteer Training Packet	8 1/2" x 11"	18	YES	pastel blue	100	11/15/2013	1800	$82.43
3	Schedule C Training PPT Handouts (black & white)	8/12 " X 11"	4	YES	white	50	11/15/2013	200	$18.50
4	ITIN Training Materials	8 1/2" x 11"	10	YES	white	300	11/15/2013	3000	$121.38
5	ITIN Training W-7	8 1/2" x 11'	1	NO	white	300	11/15/2013	300	$19.64
6	ITIN Resource Guide for Volunteers 2014	8 1/2" x 11"	16	YES	white	30	11/15/2013	480	$27.86
7	Volunteer Scheduling Software Instruction Guide	8 1/2" x 11"	1	NO	florescent orange	1,000	11/15/2013	1000	$49.46
8	Volunteer Certification Instruction guide	8 1/2" x 11"	2	YES	florescent orange	1,000	11/15/2013	2000	$88.92
9	New Volunteer Take-Home Handouts	8 1/2" x 11"	11	YES	white	700	11/15/2013	7700	$214.54
10	Returning Volunteer Take-Home Handouts	8 1/2" x 11"	13	YES	white	200	11/15/2013	2600	$108.40
11	Volunteer Philosophy, Bill of rights, Job Description	8 1/2" x 11"	2	YES	white	1,000	11/15/2013	2000	$88.92
12	Intake Volunteer Training Guide	8 1/2" x 11"	4	YES	white	100	11/15/2013	400	$24.98
13	It's My First Day Checklist	8 1/2" x 11"	1	NO	white	1,000	1/3/2014	1000	$37.46
14	Volunteer Sign-In Sheet 2014	8 1/2" x 11"	1	NO	white	500	1/3/2014	500	$24.73
15	Income Expense Sheets (Bilingual)	8 1/2" x 11"	2	YES	white	2,000	11/15/2013	4000	$145.84
Community Outreach Materials									
16	CTC General Flyer	8 1/2" x11"	2	YES	pastel yellow	30,000	11/15/2013	60000	$1,539.60
17	ITIN Brochure - English	8 1/2" x 11", tri-fold	2	YES	pastel green	500	1/3/2014	1000	$44.46
18	ITIN Brochure - Spanish	8 1/2" x 11", tri-fold	2	YES	pastel green	1,500	11/15/2013	3000	$117.38
19	ITIN Flyer	8 1/2" x 11"	2	YES	pastel green	2,000	1/3/2014	4000	$138.84
20	ASL Flyer	8 1/2" x 11"	1	NO	pastel blue	3,000	1/3/2014	3000	$89.38
21	FAFSA Flyers	8 1/2" x 11", cut in 1/2	2	YES	dark green	2,000	11/15/2013	4000	$138.84
Administrative Materials									
22	Client Sign-In Sheet 2014	8 1/2" x 11"	1	NO	white	2,500	1/3/2014	2500	$86.65
23	Processing and Tracking Envelope	(Manila (12 X 9 inches) , front side, Open Top Flap	1	NO	manila	22,000	1/3/2014	22000	$1,470.00
24	Taxpayer Take-home envelope	(White- 12 X 9 inches), Open Top Flap	2	YES	white	22,000	1/3/2014	44000	$1,686.00
25	Customer Satisfaction Survey	8 1/2 "x 11", cut in 1/2	2	YES	white	15,000	1/3/2014	30000	$697.80
26	Client Drop-Off Agreement	8 1/2" x 11"	2	YES	white	500	1/3/2014	1000	$44.46
27	Make an Appointment Cards	Business card size, card stock, cut	2	YES	white	1,000	1/3/2014	2000	$56.00
28	FAFSA Intake forms	8 1/2" x 11"	2	YES	white	1,000	1/3/2014	2000	$84.92
29	Most Used 4012	8 1/2" x 11"	72	YES	white	80	11/15/2013	5760	$218.76
30	Online Self-Prep Business Cards	Business card size, card stock, cut	1	NO	White	2,000	1/3/2014		$64.00
31	Options for filing a the tax center	8 1/2" x 11"	2	YES	Ivory	5,000	1/3/2014		$232.60
32	What you need to know MFS	8 1/2" x 11"	2	YES	Gray	800	1/3/2014		$63.94
33	What you need to know out-of-scope	8 1/2" x 11"	2	YES	Gray	800	1/3/2014		$63.94
34	Savings bond promotion	8 1/2" x 11", cut in 1/4 (black & white)	2	YES	Red	2,000	1/3/2014		$145.84
					Total Quantity:	111,560		216240	**$8,225.47**

David Salazar

From: Juanita Jackson
Sent: Thursday, November 07, 2013 9:52 AM
To: Agenda
Subject: FW: In Kind Services Printing Quote
Attachments: Itemized Print Request Tax Season 2014.docx; HHS-Quote.docx

Juanita Jackson
Executive Assistant
PH: 512-854-4467 Cell: 512-541-6633 Fax: 512-279-2197
juanita.jackson@co.travis.tx.us

From: Taylor Masters
Sent: Thursday, October 31, 2013 2:15 PM
To: Juanita Jackson
Cc: Keven Norris
Subject: In Kind Services Printing Quote

Ms. Juanita Jackson

Attached is a quote for each individual job as well as a total for the entire request. Don't hesitate to contact me if you have any questions or concerns.

Taylor Masters
Travis County Print Shop
Taylor.Masters@co.travis.tx.us
PrintShop@co.travis.tx.us
512-854-9104

From: PrintShop
Sent: Monday, October 28, 2013 11:53 AM
To: Taylor Masters
Subject: FW: Printing Quote Requested
Importance: High

From: Juanita Jackson
Sent: Monday, October 28, 2013 10:48 AM
To: PrintShop
Subject: Printing Quote Requested
Importance: High

Please see attached work order for details and specific instructions.

Created 11-07-13 @ 4:45 pm

Juanita Jackson
Executive Assistant
County Executive for
Travis County Health & Human Services and Veterans Services
502 E. Highland Mall Blvd. Austin, TX 78752
PH: 512-854-4467 Cell: 512-541-6633 Fax: 512-279-2197
juanita.jackson@co.travis.tx.us

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Travis County Commissioners Court Agenda Request

Meeting Date: 11/12/13

Prepared By/Phone Number: Juanita Jackson/854-4467

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

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:
APPROVE PROPOSED STRATEGIES FOR INVESTMENTS IN EARLY CHILDHOOD SERVICES.

RECEIVE UPDATE AND GIVE STAFF DIRECTION ON THE FOLLOWING RELATED TO INVESTMENTS IN EARLY CHILDHOOD SERVICES:

a) PROCUREMENT PROCESS FOR EXISTING AND EXPANDED INVESTMENTS FOR FY15
b) ONE TIME INVESTMENT IN DIRECT CHILD CARE SUBSIDY FOR FY14 AND 15

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
See attached memo

STAFF RECOMMENDATIONS:
Staff recommends approval of the proposed strategies for investment in early childhood services.

ISSUES AND OPPORTUNITIES:
See attached memo

FISCAL IMPACT AND SOURCE OF FUNDING:
See attached memo

REQUIRED AUTHORIZATIONS:
Mary Etta Gerhardt, Assistant County Attorney
Nicki Riley, Travis County Auditor
Leslie Browder, County Executive for Planning and Budgeting
Cyd Grimes, CPM, Travis County Purchasing Agent
Aerin Toussaint, Analyst, Planning and Budgeting Office
Shannon Pleasant, Purchasing Agent, Purchasing Office
Sherri Fleming, County Executive HHS/VS

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

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

Sherri E. Fleming
County Executive for HHS/VS
(512) 854-4100
Fax (512) 279-2197

DATE: November 6, 2013

TO: MEMBERS OF THE COMMISSIONERS COURT

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

SUBJECT: Receive update and give staff direction on the following related to investments in early childhood services:
a) Procurement process for existing and expanded investments for FY15
b) One time investment in direct child care subsidy for FY14 and 15

Proposed Motion:
Approve proposed strategies for investments in early childhood services.

Summary and Staff Recommendations:
For FY14, Commissioners Court allocated $500,000 in new funding to HHS&VS to support expanded investments in early childhood services. Staff proposes the two following steps to allocate those new funds and update our existing investments:

FY15 Social Service Competition

Goal: All Travis County early childhood investments align with or strategically compliment the TCCC-endorsed *Austin/Travis County School Readiness Action Plan*. Outcomes and services fall in to the following categories:

- Supports to families with young children
- Early care and education
- Wraparound services to highly vulnerable families with young children
- Issue area planning, research, program design and evaluation

Travis County investment strategies:

- Direct service programming (e.g., Healthy Families, Parenting In Recovery)

- Directly-negotiated contracts for service (e.g., ATCIC, Workforce Solutions Child Care Local Match)
- Competitively-procured contracts for service (i.e., social service contracts)

Proposed timeline for FY15 social service competition:

- December 2013 – Complete required documentation (scope of work, review criteria, etc.)
- February 2014 – Release RFP
- March 2014 – Proposals due
- March–July 2014 – Review and score proposals, negotiate and approve new contracts
- October 1, 2014 – New contracts begin

The HHS/VS Department requests permission to offer a competitive bidding process with existing and expanded early childhood investments for FY15.

FY14 Interim Investment Strategy

The FY14 interim investment strategy recommendation is a **one-time** $500,000 investment towards child care subsidies using one of the following approaches:

Recommendation A: Invest $500K in **one-time** funding toward childcare subsidy in FY14.

Recommendation B: Spread **one-time** investment over two contract years - $250K in FY14 and $250K in FY15.

Rationale:

This recommendation addresses the top community priority in this issue area – increase local investments in child care subsidies.

Many Travis County families need assistance with subsidized child care to obtain or maintain employment:

- Almost one-half (46%) of all children in Travis County are below 200% of the poverty threshold.
- Child care is an essential work support. In Travis County, 53,653 children under six years old live in families where their sole parent or both parents work.
- Central Texas has the most expensive child care in the state of Texas.

In addition to increasing service capacity, a significant **one-time** increase in resources for child care subsidies can offer greater stability to vulnerable Travis County families, as well as the overall child care system:

- Prevent and offset care disruption for vulnerable, working Travis County families.
- Stabilize the local child care system for Travis County infants.

Note: this is not a recommendation for an ongoing expanded investment in childcare subsidy. After this one-time investment, these dollars should be included within the County's overall Early Childhood investment strategy for FY15 (see page 1).

Budgetary and Fiscal Impact:

Plan will add $500,000 to County investments in early childhood services.

Issues and Opportunities:
Starting in FY12, the budget rules approved by the Court directed departments to notify outside agencies of the process for "non-County requests". In response, the number of requests HHS&VS has received has grown at an almost exponential rate: from 9, to 18, to 33. The 33 requests we received for FY14 totaled roughly $4 million. The number and value of these outside requests have become unmanageable. This proposal is the first step to address some emerging needs in the community in a more structured, formal manner.

This early childhood investment process will serve as a pilot of an updated approach to address all of our investments in purchased social services. As our community continues to grow and change at a rapid pace, Travis County needs to shift to a more flexible and more responsive approach to making and managing investments in social services. In the long-run, HHS&VS hopes create a process through which all of our investments will be reviewed and updated on a predictable schedule that will allow both more transparency in how investments are made and more responsiveness to community change.

Background:
Travis County's investments in purchased social services have remained largely static for many years. TCHHS&VS recommends that we move towards the following long-term plan as a way to create a more open, transparent, responsive and accountable approach to investing in our community:

a. Implement a cycle of issue-based processes that will ensure an open and transparent process to review, update, and where appropriate, re-compete all of our investments over a 5 year period
b. Will include both existing investments and new funding where possible
c. All will build upon existing community plans, community assessments that are the result of inclusive collaborative processes
d. Early Childhood process planned for FY14 will serve as a pilot

REQUIRED AUTHORIZATIONS:
Mary Etta Gerhardt, Assistant County Attorney
Nicki Riley, Travis County Auditor
Leslie Browder, County Executive for Planning and Budgeting
Cyd Grimes, CPM, Travis County Purchasing Agent
Aerin Toussaint, Analyst, Planning and Budgeting Office
Shannon Pleasant, Purchasing Agent, Purchasing Office
Sherri Fleming, County Executive HHS/VS

Travis County Early Childhood Issue Area Investments

Recommended investment strategies for FY14 and FY15

Two Part Discussion

- Part 1 – FY15 Social Service Competition: Targeting all Travis County early childhood investments to align with or strategically compliment the *Austin/Travis County School Readiness Action Plan*
- Part 2 – FY14 Interim Strategy:

One-time investment to Child Care Subsidies

Targeting all Travis County early childhood investments to align with or strategically compliment the *Austin/Travis County School Readiness Action Plan*

PART 1: FY15 SOCIAL SERVICE COMPETITION

TCCC-endorsed Austin/Travis County School Readiness Action Plan

Outcomes and services fall in to the following categories:

- Supports to families with young children.
- Early Care and Education.
- Wraparound services to highly vulnerable families with young children.
- Issue area planning, research, program design and evaluation

Travis County Investments strategies:

- **Direct service programming** (i.e., Healthy Families, Parenting In Recovery)
- **Directly negotiated contracts for service** (i.e., ATCIC Children First, Workforce Solutions Childcare Local Match)
- **Competitively procured contracts for service** (Social Service Contracts)

FY15 Early Childhood Social Service Competition

The HHS/VS Department **requests permission to offer a competitive bidding process with existing and expanded early childhood investments for FY15.**

- **December 2013** – Complete required documentation (scope of work, review criteria, etc.)
- **February 2014** - Release RFP
- **March 2014** - Proposals due
- **March - July 2014** - Review and score proposals, negotiate and approve new contracts
- **October 1, 2014** new contracts begin

One-time investment to Child Care Subsidies

PART 2: FY14 INTERIM STRATEGY

FY14 Interim Strategy

Recommendation: ONE-TIME $500,000 investment over FY14 and FY15 to early childhood subsidies

<u>This recommendation addresses the top community priority in this issue are - increase local investments in childcare subsidies.</u>

Many Travis County families need assistance with subsidized child care to obtain or maintain employment:

- Almost one-half (46%) of all children in Travis County are below 200% of the poverty threshold.
- Child care is an essential work support - In Travis County, 53,653 children under six years old live in families where their sole parent or both parents work.
- Central Texas has the most expensive child care in the state of Texas.

Benefit of a ONE-TIME Childcare Subsidy Increase

In addition to increasing service capacity, a significant ONE TIME increase in resources for child care subsidies can offer greater stability to vulnerable Travis County families, as well as the overall child care system:

- Prevent and offset care disruption for vulnerable, working Travis County families.
- Stabilize the local child care system for Travis County infants.

Travis County Commissioners Court Agenda Request

Meeting Date: November 12, 2013
Prepared By/Phone Number: Yolanda Aleman, (512)854-9106
Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget
Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE: Consider and take appropriate action on budget amendments, transfers and discussion items.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: Please see attached documentation.

STAFF RECOMMENDATIONS: Please see attached documentation.

ISSUES AND OPPORTUNITIES: Please see attached documentation

FISCAL IMPACT AND SOURCE OF FUNDING: Please see attached documentation.

REQUIRED AUTHORIZATIONS:

Leslie Browder – Planning and Budget Office, (512)854-9106
Jessica Rio – Planning and Budget Office, (512)854-9106
David Salazar - County Judge's Office, (512)854-9555

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

BUDGET AMENDMENTS AND TRANSFERS

FY 2014

11/12/2013

AMENDMENTS

BA#	IO/WBS	FUND	COST CENTER	COMMITMENT	Dept.	Line Item	Increase	Decrease	Pg #
A1		0001	198000	580015	Reserves	Unallocated Reserves		$16,660,000.00	1
		0001	149900	522040	TNR	Cap.Outlay Mtrl-Infrastructure/Impvts	$16,606,000.00		
A2		0001	198000	580010	Reserves	Allocated Reserves		$25,000.00	4
		0001	111003	511550	HRMD	Hardware/Software Maint.	$25,000.00		
A3		0001	135001	500050	Expo. Center	Salaries - Regular Employee		$1,000.00	7
		0001	135001	506010	Expo. Center	FICA - OASDI		$62.00	
		0001	135001	506020	Expo. Center	Medicare		$15.00	
		0001	135001	506050	Expo. Center	Retirement Contribution		$137.00	
		0001	135001	506060	Expo. Center	Worker's Compensation		$2.00	
		0001	127003	500050	JP Pct. 2	Salaries - Regular Employee	$1,000.00		
		0001	127003	506010	JP Pct. 2	FICA - OASDI	$62.00		
		0001	127003	506020	JP Pct. 2	Medicare	$15.00		
		0001	127003	506050	JP Pct. 2	Retirement Contribution	$137.00		
		0001	127003	506060	JP Pct. 2	Worker's Compensation	$2.00		
A4		0001	130001	500050	JP Pct. 5	Salaries - Regular Employee		$1,000.00	7
		0001	127003	500050	JP Pct. 2	Salaries - Regular Employee	$1,000.00		
A5		0001	130001	506010	JP Pct. 5	FICA - OASDI		$62.00	7
		0001	130001	506020	JP Pct. 5	Medicare		$15.00	
		0001	130001	506050	JP Pct. 5	Retirement Contribution		$137.00	
		0001	130001	506060	JP Pct. 5	Worker's Compensation		$2.00	
		0001	127003	506010	JP Pct. 2	FICA - OASDI	$62.00		
		0001	127003	506020	JP Pct. 2	Medicare	$15.00		
		0001	127003	506050	JP Pct. 2	Retirement Contribution	$137.00		
		0001	127003	506060	JP Pct. 2	Worker's Compensation	$2.00		

TRANSFERS

BA#	IO/WBS	FUND	COST CENTER	COMMITMENT	Dept.	Line Item	Increase	Decrease	Pg #
T1		0001	127001	500050	JP. Pct. 2	Salaries - Regular Employee		$1,000.00	7
		0001	127001	506010	JP. Pct. 2	FICA - OASDI		$62.00	
		0001	127001	506020	JP. Pct. 2	Medicare		$15.00	
		0001	127001	506050	JP. Pct. 2	Retirement Contribution		$137.00	
		0001	127001	506060	JP. Pct. 2	Worker's Compensation		$2.00	
		0001	127003	500050	JP. Pct. 2	Salaries - Regular Employee	$1,000.00		
		0001	127003	506010	JP. Pct. 2	FICA - OASDI	$62.00		
		0001	127003	506020	JP. Pct. 2	Medicare	$15.00		
		0001	127003	506050	JP. Pct. 2	Retirement Contribution	$137.00		
		0001	127003	506060	JP. Pct. 2	Worker's Compensation	$2.00		

OTHER

O1	Request from HHS to temporarily increase a position's hours in the Research and Planning Division	16

PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Commissioners Court

Travis R. Gatlin

FROM: Travis R. Gatlin, Assistant Budget Director

DATE: November 5, 2013

SUBJECT: Budget Adjustment Related to FY 2014 Reimbursement Resolution for the Maha Loop Road: Pearce Lane to State Highway 71 Project

The Transportation and Natural Resources Department has placed separately on the agenda a request to approve the issuance of $16,606,000 of Certificates of Obligation (COs) for the Maha Loop Road: Pearce Lane to State Highway 71 Project and related Interlocal Cooperation Agreement with the Central Texas Regional Mobility Authority (CTRMA). The item also includes a request for a reimbursement resolution for the project. Please see the attached of backup from that item for additional details.

Due to the critical deadlines with CTRMA, the Transportation and Natural Resources Department has requested the attached budget amendment related to the reimbursement resolution totaling $16,606,000 from the Unallocated Reserve to the Transportation and Natural Resources Department for the expenses required for the project that are anticipated to occur before the debt proceeds are received. The full amount will need to be fully encumbered for the interlocal agreement. We are currently in discussions with CTRMA to determine how funding for the project should be paid to CTRMA. CTRMA has expressed a preference to receive the entire amount of funding upfront, and County staff has proposed making payments over the course of the project based on cash flow needs. We plan to finalize this aspect of the interlocal agreement before next Tuesday after better understanding CTRMA's position and any concerns, and will apprise the Court on status, as well as any changes that might be needed to language in the agreement.

The current balance of the Unallocated Reserve is $65,585,598 and includes a reduction of $2,500,000 related to the previously approved reimbursement resolution for the 416th W. 11th Street Project. The revised balance will be further reduced to $48,979,598 after approval of this amendment for the Maha Loop Road: Pearce Lane to State Highway 71 Project. It is important to note that the Unallocated Reserve will be replenished once the proceeds from the sale of COs are available and any needed reclassifications are processed. It is estimated that this will occur in the June/July timeframe.

We recommend approval of the budget amendment to expedite the project.

cc: John Hille, County Attorney's Office
Nicki Riley, County Auditor
Melinda Grahmann, Hannah York, County Auditor's Office
Leslie Browder, Jessica Rio, Diana Ramirez, Alan Miller, Deborah Laudermilk, PBO
Steven Manilla, Cynthia McDonald, Donna Williams-Jones, Isabelle Lopez, TNR
Glen Opel, Bond Counsel
Ladd Pattillo, County's Financial Advisor

Header Information for Entry Doc Number 400004382

Created 11-07-13 @ 4:45 pm

Doc. Number	400004382	Doc. Status	Preposted	FM Area	1000
Budget. Cate.	Payment	Doc.Year	2014	Doc.Date	Nov 5, 2013
Value Type	Budget	Version	0	Doc.Type	TRAN
Budget Type	3	Fiscal Year	2014	Year.Cash.Eff	
Process UI	TRAN	Process	SEND	Original.Applic.	BWB
				Doc.Family	

Additionnal Data

Creator	LOPEZI	Creation Date	Nov 5, 2013	Creation Time	17:37:29
Resp. Person	ISABELLE LOPEZ	Year Cohort		Public Law	

Header Text Mv frm Resrv-Maha Loop Road (Pearce Ln-SH71) Reim

Legislation

TextName

Lines

Total Document 0 16606000 USD

for reimbursement resolution.

Line	Fund	Budget Period	Funds Center	Comm.Item	FuncArea	Grant	Funded Program	Local Amount	Text Line
000001	0001		1980000000	580015	1120	NOT-RELEVANT	NON-FUNDED-PROGRAM	-16,606,000	Maha Loop Rd.-CTRMA Reimb.Resolution
000002	0001		1499000001	522040	1710	NOT-RELEVANT	RDCN14900003702	16,606,000	Maha Loop Rd.-CTRMA Reimb.Resolution

Nov 7, 2013

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PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

700 Lavaca Street, Ste. 1560
Austin, Texas 78701

P.O. Box 1748
Austin, Texas 78767

MEMORANDUM

TO: Members of Commissioners Court

FROM: Diana A. Ramirez, Assistant Budget Director

DATE: November 6, 2013

RE: Request from HRMD to use $25,000 from the Allocated Reserve to pay for the ongoing maintenance agreement for the NeoGov web-based recruitment tool

HRMD is requesting the augmentation of its budget to cover an ongoing expense for a critical software tool. As HRMD details in its memo, attached, the funding for the annual, ongoing maintenance cost for the NeoGov web-based recruitment tool was not requested as part of the FY 2014 budget process. If it had been requested, PBO would have recommended funding for the request because it constitutes maintenance of current effort for the department and the department's existing budget does not have the level of flexibility needed to absorb this cost on an ongoing basis.

Please note that the SAP/BEFIT project budget does not have ongoing resources available to cover this cost, as that budget is reviewed annually and only those costs that are verified by the Auditor's Office and PBO are recommended for funding.

PBO recommends approval of this budget request. In addition, PBO recommends that the annual software maintenance cost be added to HRMD's FY 2015 Target Budget on an ongoing basis.

cc: Leslie Browder, Jessica Rio, Travis Gatlin, PBO
Debbie Maynor, Kim Austin-Smith, Norman McRee, HRMD

Human Resources Management Department

700 Lavaca Street, 4th Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-4203

To: Diana Ramirez,

From: Kim Austin-Smith, HR Manager
Debbie L. Maynor, HRMD Director

From: Subject NEOGOV

Date: November 5, 2013

NEOGOV was implemented in 2010 as a paperless web based recruitment tool prior to the implementation of the SAP system. Prior to this Travis County utilized a paper application system which was found to be cumbersome and inefficient. After implementation, it was my understanding that there were no available funds to pay for the system annual maintenance cost. The NEOGOV system is available for use for recruitment for all Travis County departments however the temporary solution to pay the $25,000 annual maintenance cost was to have the annual maintenance cost debited as an expense from the HRMD budget. HRMD utilized funds from the training budget to cover this expense.

Subsequent to the purchase of NEOGOV, the county implemented an enterprise software solution, SAP. SAP included a module for online recruitment that was believed would replace NEOGOV. However, in 2012, a review of the SAP recruitment module capabilities resulted in a decision to continue using NEOGOV as the County's online employment software and to not implement the recruitment tool that was available in SAP. It was determined that NEOGOV was more functional and efficient in providing automated recruitment support for the County than the recruitment software available via SAP. HRMD was to request additional funding of $25,000 to pay for the NEOGOV maintenance agreement for FY 2014 during the budget process.

It appears that during the vacancy of the HRMD Director position, no action was taken to request the additional funding in the HRMD budget to fund the NEOGOV maintenance fee. Payment of this fee from the HRMD budget was a temporary solution for FY 2013. This expense is not sustainable with the current HRMD Budget. Continued depletion of training dollars to fund this ongoing annual expense adversely impacts the ability to make training available to sustain and develop Travis County employees. This budget amendment is requested to fund the payment of the $25,000 for the NEOGOV maintenance fee for FY14. Future budgets for HRMD will include a request for this funding for each fiscal year.

Header Information for Entry Doc Number 400004334

Created 11-07-13 @ 4:45 pm

Doc. Number	400004334	Doc. Status	Preposted	FM Area	1000		
Budget. Cate.	Payment	Doc.Year	2014	Doc.Date	Oct 30, 2013		
Value Type	Budget	Version	0	Doc.Type	TRAN		
Budget Type	1	Fiscal Year	2014	Year.Cash.Eff			
Process UI	TRAN	Process	SEND	Original.Applic.	BWB	Doc.Family	

Additionnal Data

		Creator	MCREEN	Creation Date	Oct 30, 2013	Creation Time	11:12:18
		Resp. Person		Year Cohort		Public Law	
Header Text				Legislation			
TextName							

Lines

Total Document $25,000 – USD from allocated to HRMD

Al R ~~Oct~~ Nov 7 2013

Line	Fund	Budget Period	Funds Center	Comm.Item	FuncArea	Grant	Funded Program	Local Amount	Text Line
000001	0001		1980000000	580010	1120	NOT-RELEVANT	NON-FUNDED-PROGRAM	-25,000	Trf from reserve to HR for NEOGOV annual maint fee
000002	0001		1110030001	511550	1110	NOT-RELEVANT	NON-FUNDED-PROGRAM	25,000	Trf from reserve to HR for NEOGOV annual maint fee

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PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Commissioners Court

FROM: Alan Miller, Planning and Budget Analyst

DATE: October 28, 2013

RE: Request to transfer funds from Justice of the Peace, Precinct #2, Justice of the Peace, Precinct #5 & Constable #5 to fund pay increase for Lead Financial Analyst serving all Justices of the Peace and Constable offices.

The Justices of the Peace and Constables have a centralized accounting unit that serves all of these offices. This unit is budgeted as Divisions 3 and 4 within the office of Justice of the Peace, Precinct 2. Two of the Justices of the Peace, Precincts 2 and 5 as well as Constable Precinct 5 have identified permanent salary savings to give the manager of the unit, a Lead Financial Analyst a $3,000 pay increase. Almost all of the Justices of the Peace and Constables Offices concur with the pay increase. Constable #3 was out of the office and has not indicated an opinion.

The offices are working with HRMD to implement the salary increase. These transfers reallocate the necessary resources to fund the salary and benefits associated with the increase. HRMD has indicated that the change is a routine item and will be presented once the funding is in place.

Since this reallocation will fund a permanent change, if approved, PBO will adjust the ongoing budget targets for the offices to reflect the change.

cc: Leslie Browder, Jessica Rio, Travis Gatlin, William Derryberry, PBO
Todd Osborne, HRMD
Judge Glen Bass, Justice of the Peace, Precinct 2
Cindy Muller, Angelia Torres, Justice of the Peace, Precinct 2's Office
Judge Herb Evans, Justice of the Peace, Precinct 5
Heather Kellum, Justice of the Peace, Precinct 5's Office
Constable Carlos Lopez, Constable, Precinct 5
Cinda Kortan, Constable Precinct 5s, Office

DATE: October 23, 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

SUBJECT: Slot #30001630 / Budget Transfer

This request is for a budget transfer of permanent salary savings for Position # 30001630 from JP5 to JP2 for the Financial Analyst Lead shared by all JP's and Constables. 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.

Office of the Constable, Pct. 5
Travis County, Texas

Memo

To: Todd Osburn, HRMD Compensation Manager
William Derryberry, PBO Analyst

From: Carlos B. Lopez, Constable, Pct. 5 CL
Cinda Kortan, Division Manager CK

Date: October 28, 2013

RE: Position # 30001630 Budget Transfer

This request is for a budget adjustment of permanent salary savings for Position #30001360 from CN5 to JP2 for the Financial Analyst Lead shared by all JP's and Constables offices. This employee has more than met the challenge of additional duties and an increased workload. Below is a breakdown of funds to be transferred:

Salary - $1,000
SS - $62
Medicare - $15
Retirement - $137
WC - $2
TOTAL - $1,216

If you have any questions, please feel free to contact me at 512-854-9298.

Thank you for your assistance in this matter.

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Header Information for Entry Doc Number 400004351

Created 11-07-13 @ 4:45 pm

Doc. Number	400004351	Doc. Status	Preposted	FM Area	1000
Budget. Cate.	Payment	Doc.Year	2014	Doc.Date	Oct 28, 2013
Value Type	Budget	Version	0	Doc.Type	TRAN
Budget Type	2	Fiscal Year	2014	Year.Cash.Eff	
Process UI	TRAN	Process	SEND	Original.Applic.	BWB
				Doc.Family	

Additionnal Data

Creator	MILLERA1	Creation Date	Oct 28, 2013	Creation Time	15:07:55
Resp. Person		Year Cohort		Public Law	
Header Text		Legislation			
TextName					

Lines

Total Document 0 USD

Line	Fund	Budget Period	Funds Center	Comm.Item	FuncArea	Grant	Funded Program	Local Amount	Text Line
000001	0001		1350010001	500050	1310	NOT-RELEVANT	NON-FUNDED-PROGRAM	-1,000	Salary Adjustment for Position #30001630
000002	0001		1350010001	506010	1310	NOT-RELEVANT	NON-FUNDED-PROGRAM	-62	Social Security
000003	0001		1350010001	506020	1310	NOT-RELEVANT	NON-FUNDED-PROGRAM	-15	Medicare
000004	0001		1350010001	506050	1310	NOT-RELEVANT	NON-FUNDED-PROGRAM	-137	Retirement
000005	0001		1350010001	506060	1310	NOT-RELEVANT	NON-FUNDED-PROGRAM	-2	Workers Comp
000006	0001		1270030001	500050	1220	NOT-RELEVANT	NON-FUNDED-PROGRAM	1,000	Salary increase for Position #30001630
000007	0001		1270030001	506010	1220	NOT-RELEVANT	NON-FUNDED-PROGRAM	62	Social security
000008	0001		1270030001	506020	1220	NOT-RELEVANT	NON-FUNDED-PROGRAM	15	Medicare

NOV 7, 2013

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Line	fund	Funds center	Comm.Item	FuncArea	Grant	Funded Program	Local Amounr	Line Text	
000009	0001		1270030001	506050	1220	NOT-RELEVANT	NON-FUNDED-PROGRAM	137	Retirement
000010	0001		1270030001	506060	1220	NOT-RELEVANT	NON-FUNDED-PROGRAM	2	WC

Created 11-07-13 @ 4:45 pm

Header Information for Entry Doc Number 400004280

Created 11-07-13 @ 4:45 pm

Doc. Number	400004280	Doc. Status	Preposted	FM Area	1000		
Budget. Cate.	Payment	Doc.Year	2014	Doc.Date	Oct 23, 2013		
Value Type	Budget	Version	0	Doc.Type	TRAN		
Budget Type	2	Fiscal Year	2014	Year.Cash.Eff			
Process UI	TRAN	Process	SEND	Original.Applic.	BWB	Doc.Family	

Additionnal Data

		Creator	MILLERA1	Creation Date	Oct 28, 2013	Creation Time	15:03:47
		Resp. Person		Year Cohort		Public Law	
Header Text				Legislation			
TextName							

Lines

Total Document 0 USD

Line	Fund	Budget Period	Funds Center	Comm.Item	FuncArea	Grant	Funded Program	Local Amount	Text Line
000001	0001		1300010001	500050	1220	NOT-RELEVANT	NON-FUNDED-PROGRAM	-1,000	Transfer Permenant Salary Savings from JP5 to JP2
000002	0001		1270030001	500050	1220	NOT-RELEVANT	NON-FUNDED-PROGRAM	1,000	Transfer Permenant Salary Savings from JP5 to JP2

NOV 7, 2013

Header Information for Entry Doc Number 400004341

Created 11-07-13 @ 4:45 pm

Doc. Number	400004341	Doc. Status	Preposted	FM Area	1000		
Budget. Cate.	Payment	Doc.Year	2014	Doc.Date	Oct 28, 2013		
Value Type	Budget	Version	0	Doc.Type	TRAN		
Budget Type	2	Fiscal Year	2014	Year.Cash.Eff			
Process UI	TRAN	Process	SEND	Original.Applic.	BWB	Doc.Family	

Additionnal Data

Creator	MILLERA1	Creation Date	Oct 28, 2013	Creation Time	14:55:35
Resp. Person		Year Cohort		Public Law	
Header Text		Legislation			
TextName					

Lines

Total Document 0 USD

Line	Fund	Budget Period	Funds Center	Comm.Item	FuncArea	Grant	Funded Program	Local Amount	Text Line
000001	0001		1300010001	506010	1220	NOT-RELEVANT	NON-FUNDED-PROGRAM	-62	Transfer FICA for BA 0400004280
000002	0001		1300010001	506020	1220	NOT-RELEVANT	NON-FUNDED-PROGRAM	-15	Transfer FICA for BA 0400004280
000003	0001		1300010001	506050	1220	NOT-RELEVANT	NON-FUNDED-PROGRAM	-137	Transfer FICA for BA 0400004280
000004	0001		1300010001	506060	1220	NOT-RELEVANT	NON-FUNDED-PROGRAM	-2	Transfer FICA for BA 0400004280
000005	0001		1270030001	506010	1220	NOT-RELEVANT	NON-FUNDED-PROGRAM	62	Transfer FICA for BA 0400004280
000006	0001		1270030001	506020	1220	NOT-RELEVANT	NON-FUNDED-PROGRAM	15	Transfer FICA for BA 0400004280
000007	0001		1270030001	506050	1220	NOT-RELEVANT	NON-FUNDED-PROGRAM	137	Transfer FICA for BA 0400004280
000008	0001		1270030001	506060	1220	NOT-RELEVANT	NON-FUNDED-PROGRAM	2	Transfer FICA for BA 0400004280

Nov 7, 2013

Header Information for Entry Doc Number 400004324

Created 11-07-13 @ 4:45 pm

Doc. Number	400004324	Doc. Status	Preposted	FM Area	1000
Budget. Cate.	Payment	Doc.Year	2014	Doc.Date	Oct 28, 2013
Value Type	Budget	Version	0	Doc.Type	TRAN
Budget Type	2	Fiscal Year	2014	Year.Cash.Eff	
Process UI	TRAN	Process	SEND	Original.Applic.	BWB
				Doc.Family	

Additionnal Data

		Creator	MILLERA1	Creation Date	Oct 28, 2013
				Creation Time	15:05:45
		Resp. Person		Year Cohort	
				Public Law	
Header Text	Pay increase for Lead Financial Analyst			Legislation	
TextName					

Lines

Total Document 0 USD

Line	Fund	Budget Period	Funds Center	Comm.Item	FuncArea	Grant	Funded Program	Local Amount	Text Line
000001	0001		1270010001	500050	1220	NOT-RELEVANT	NON-FUNDED-PROGRAM	-1,000	Transfer From Unallocated Salaries to Acnting Div
000002	0001		1270030001	500050	1220	NOT-RELEVANT	NON-FUNDED-PROGRAM	1,000	Transfer To Accnting Div from Unallocated Salaries
000003	0001		1270010001	506010	1220	NOT-RELEVANT	NON-FUNDED-PROGRAM	-62	Transfer Taxes From Unallocated Sal to Acnting Div
000004	0001		1270030001	506010	1220	NOT-RELEVANT	NON-FUNDED-PROGRAM	62	Transfer Taxes To Acnting Div from Unallocated Sal
000005	0001		1270010001	506020	1220	NOT-RELEVANT	NON-FUNDED-PROGRAM	-15	Transfer Taxes From Unallocated Sal to Acnting Div
000006	0001		1270010001	506020	1220	NOT-RELEVANT	NON-FUNDED-PROGRAM	15	Transfer Taxes To Acnting Div from Unallocated Sal
000007	0001		1270010001	506050	1220	NOT-RELEVANT	NON-FUNDED-PROGRAM	-137	Transfer Taxes From Unallocated Sal to Acnting Div
000008	0001		1270030001	506050	1220	NOT-RELEVANT	NON-FUNDED-PROGRAM	137	Transfer Taxes To Acnting Div from Unallocated Sal

Nov 7, 2013

Line	fund	Funds center	Comm.Item	FuncArea	Grant	Funded Program	Local Amounr	Line Text	
000009	0001		1270010001	506060	1220	NOT-RELEVANT	NON-FUNDED-PROGRAM	-2	Transfer Taxes From Unallocated Sal to Acnting Div
000010	0001		1270030001	506060	1220	NOT-RELEVANT	NON-FUNDED-PROGRAM	2	Transfer Taxes To Acnting Div from Unallocated Sal

Created 11-07-13 @ 4:45 pm

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PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of Commissioners Court

FROM: Aerin-Renee Toussaint, Budget Analyst

DATE: November 7, 2013

RE: HHSVS Temporary Increase of FTE

The Health and Human Services and Veterans Service Department is requesting Commissioners Court approval to temporarily increase the hours worked for a position in the Research and Planning Division. This position, a 0.75 FTE Planner Sr, would be increased to a 1.0 FTE for a period of at least three months. The department can internally fund this temporary increase because two other positions in the department are temporarily working reduced hours.

The employee in this position will add significant value to the division by working additional hours, since the workload of this office is significant. One of the major projects related to this division is the forthcoming competitive bidding process for County Social Services investments that was approved in the FY 2014 Adopted Budget.

The department has consulted PBO, HRMD, and the Payroll Division of the Auditor's Office for this proposal, and will continue to work with the appropriate support departments to execute this temporary increase.

PBO recommends approval of this request.

cc: Leslie Browder, County Executive, PBO
Sherri E. Fleming, County Executive, HHSVS
Travis Gatlin, Diana Ramirez, PBO
Yvette Rugely-Craig, Nancy Goodman Gill, Kathleen Haas, Blanca Leahy, HHSVS
Jessica Rio, Budget Director

TRAVIS COUNTY HEALTH and HUMAN SERVICES
And VETERANS SERVICE
P. O. Box 1748
Austin, Texas 78767

Sherri E. Fleming
County Executive
Office: (512) 854-4100
Fax: (512) 279-2197

MEMORANDUM

Date: November 5, 2013

To: Todd Osburn, Compensation Manager,
Travis County Human Resources Department

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

Subject: Increase FTE – Research and Planning Division

Travis County Health & Human Services/Veterans Service requests consideration and appropriate action be taken to temporarily increase hours for position number 30005397, Planner Sr, PG 21, .75 FTE to 1.0 FTE to support the Research and Planning Division.

The Research and Planning Division is currently managing a full and complex project load. In addition to ongoing projects related to annual data products, issue area planning and collaboration, and investment performance tracking, the Division is conducting multiple processes to plan for newly-expanded social service investments in FY14 and FY15. These processes (in which, staff will prepare and implement sound funding strategies) require a short-term increase in Division workload. Division leadership estimates a minimum of 3 month workload increase.

HHS&VS makes this recommendation with the input and support of PBO and HRMD. Upon completion, this slot would revert back to its original .75 FTE.

Salary savings have been identified from positions 30005395, Planner Sr, PG 21 and 30005400, Planner Sr, PG 21 to cover the costs. These positions are budgeted at full-time and the incumbents are currently working part-time.

Cc: Aerin Toussaint, Planning and Budget Analyst, Planning and Budget Office
Nancy Goodman Gill, Human Resources Manager, TCHHSVS
Kathleen Haas, Finance Manager, TCHHSVS
Blanca Leahy, HHS Division Director, TCHHSVS

Allocated Reserve Status (580010)

Amount	Dept Transferred Into	Date	Explanation
$10,718,725			Beginning Balance
$6,750	Various	10/7/13	Liquidated Purchase Orders
$10,640	Various	10/14/13	Liquidated Purchase Orders
($23,425)	Cons. Pct. 1	10/22/13	Constable Staffing @ 5501 Airport
$8,367	Various	10/22/13	Liquidated Purchase Orders
$2,541	Various	10/29/13	Liquidated Purchase Orders
$1,901	Various	10/31/13	Liquidated Purchase Orders
($8,018)	FMD	11/5/13	Security Fencing Project
($19,327)	Sheriff's Office	11/5/13	TCSO Deputy for County Court-at-Law #8
$10,698,154	**Current Balance**		

Possible Future Expenses Against Allocated Reserve Previously Identified:

Amount	Explanation
($310,200)	Records Management - Postage Cost of City of Austin Redistricting
($255,081)	Constables - Airport Staffing
($275,000)	Civil Courts-Legally Mandated Fees- Civil Indigent Attorney Fees
($228,552)	Criminal Courts - Veterans Court
($175,000)	Criminal Courts-Legally Mandated Fees - Attorney Fees for Capital Cases
($150,000)	Human Resources - Tuition Reimbursement Program
($144,233)	Civil Courts - Family Drug Treatment Court
($62,350)	Criminal Justice Planning - Paralegal for OPR
($65,291)	Criminal Justice Planning - Paralegal for OCR
($38,972)	Criminal Courts - Bailiff Transition to Sheriff's Office
($35,000)	Criminal Courts-Legally Mandated Fees - Forced Medication Hearings
($33,130)	Human Resources - Travis County/Austin Community College Internship Program
($33,000)	Civil Courts-Legally Mandated Fees - Foreign Language Court Interpreters
($28,482)	Probate Court - Administrative Judge Pay
($25,000)	Human Resources - ADA Program Funding
($19,600)	Pretrial Services - Electronic Monitoring Services
($1,878,891)	**Total Possible Future Expenses (Earmarks)**

$8,819,263 Remaining Allocated Reserve Balance After Possible Future Expenditures

Created 11-07-13 @ 4:45 pm

Capital Acquisition Resources Account Reserve Status (580070)

CAR RESERVE TRANSFERS

Amount	Dept Transferred Into	Date	Explanation
$2,431,317			Beginning Balance
($135,828)	ITS	10/29/13	EOB Renovations
$2,295,489	**Current Reserve Balance**		

Possible Future Expenses Against CAR Reserves Previously Identified:

Amount	Explanation
($500,000)	Transportation and Natural Resources - Road Materials
($264,172)	Information Technology Services - Support for Facilities Remodel/Construction Projects
($320,000)	Juvenile Probation - Juvenile Probation Master Plan
($192,750)	Transportation and Natural Resources - Failing Vehicles
($100,000)	Transportation and Natural Resources - Guardrail Replacement
($70,000)	Medical Examiner - Replacement Headspace Auto Sampler – Gas Chromatograph
($55,000)	Emergency Services (StarFlight) - STAR Flight Maintenance
($50,000)	Transportation and Natural Resources - ADA Sidewalk Upgrades
($19,074)	Counseling and Education - Computers for Automated Assessments
($15,798)	Criminal Justice Planning - Paralegal for OCR
($5,798)	Criminal Justice Planning - Paralegal for OPR
($1,592,592)	Total Possible Future Expenses (Earmarks)
$702,897	***Remaining CAR Reserve Balance After Possible Future Expenditures***

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Reserve for Emergencies and Contingencies Status (580120)

Amount	Dept Transferred Into	Date	Explanation
$5,000,000			Beginning Balance
$5,000,000	**Current Reserve Balance**		

Fuel & Utilities Reserve Status (580130)

Amount	Dept Transferred Into	Date	Explanation
$300,000			Beginning Balance
$300,000	**Current Reserve Balance**		

Civil and Family Justice Center (Planning) Reserve Status (580210)

Amount	Dept Transferred Into	Date	Explanation
$5,446,000			Beginning Balance
$ (1,779,411)	PBO	10/22/13	Phase I & II
$3,666,589	**Current Reserve Balance**		

Juvenile Justice Reserve Status (580260)

Amount	Dept Transferred Into	Date	Explanation
$504,726			Beginning Balance
$504,726	**Current Reserve Balance**		

Smart Building Maintenance Reserve Status (580240)

Amount	Dept Transferred Into	Date	Explanation
$297,948			Beginning Balance
$297,948	**Current Reserve Balance**		

Reserve for Replacement of Integrated Justice Systems Status (580160)

Amount	Dept Transferred Into	Date	Explanation
$5,235,265			Beginning Balance
$5,235,265	**Current Reserve Balance**		

Reserve for State Funding Cuts Status (580310)

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

STAR Flight Maintenance Reserve Status (580320)

Amount	Dept Transferred Into	Date	Explanation
$1,995,050			Beginning Balance
$1,995,050	**Current Reserve Balance**		

Reserve for 1115 Waiver Participation Status (580200)

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

Reserve for Interlocal Agreements Status (580200)

Amount	Dept Transferred Into	Date	Explanation
$1,950,308			Beginning Balance
$1,950,308	**Current Reserve Balance**		

Reserve for External Social Services Contracts Status (580200)

Amount	Dept Transferred Into	Date	Explanation
$1,155,025			Beginning Balance
$1,155,025	**Current Reserve Balance**		

Sheriff's Office Overtime Reserve Status (580200)

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

Unallocated Reserve Status (580015)

Amount	Dept Transferred Into	Date	Explanation
$68,085,598			Beginning Balance
($2,500,000)	TNR	10/15/13	Reimbursement Resolution for 416 W. 11th Street
$65,585,598	**Current Reserve Balance**		

Travis County Commissioners Court Agenda Request

Meeting Date: 11/12/2013, 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. Ratify an application to the National Park Service through the Texas Historical Commission for a Southwest Travis County Historical Survey in the Historical Commission Department; and
B. Ratify submission of Local Recipient Organization Certification Form required for the annual renewal of the Phase 31 Emergency Food and Shelter Program with FEMA in Health and Human and Veterans Service.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Item A, is to ratify a grant application made by the Travis County Historical Commission. Grant deadlines did not allow it to go through the regular process.

Item B is to ratify the judge's signature on a form that will allow us to apply to continue an existing grant form. In years past, this form has been part of the application, but this year the grantor wanted it submitted first.

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 County match of $7,500 that is not budgeted. Should the grant be successful, the department would request funding from reserves to fund the match.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office	Leslie Browder
County Judge's Office	David Salazar

TRAVIS COUNTY

11/12/2013

Created 11-07-13 @ 4:45 pm

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE
FY 2014

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

	Dept.	Grant Title	Grant Period	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	PBO Notes	Auditor's Assessment	Page #
Application												
A	117	Southwest Travis County Historical Survey	10/01/13 - 09/30/15	$8,500	$0	$7,500	$1,000	$17,000	0.00	R	MC	7
B	158	Phase 31 Emergency Food and Shelter Program	04/01/13 - 03/31/14	$25,000	$0	$0	$0	$25,000	0.00	R	S	29

** Amended from original.*

PBO Notes:

R - PBO recommends approval

NR - PBO does not recommend approval

D - PBO recommends item be discussed

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

S - Simple

MC - Moderately Complex

C - Complex

EC - Extremely Complex

FY 2014 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, 2013, 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
145	Juvenile Probation Pre-Doctoral Psychology Internship Program	07/01/14 - 07/31/15	$43,569	$12,244	$0	$0	$55,813	1.00	10/8/2013
124	Formula Grant-Indigent Defense Program	10/1/13 - 09/30/14	$442,000	$0	$0	$0	$442,000	0.00	10/15/2013
155	Prostitution Prevention Program-Planning Grant	01/01/14 - 08/31/14	$30,000	$0	$0	$0	$30,000	0.00	10/22/2013
			$515,569	$12,244	$0	$0	$527,813	1.00	

**Amended from original agreement.*

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FY 2014 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, 2013.

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
124	Travis County Veterans's Court	09/01/13 - 08/31/14	$185,919	$0	$0	$0	$185,919	2.00	10/1/2013
137	2010 Byrne Justice Assistance Grant*	10/01/2009 - 03/31/14	$114,285	$0	$0	$0	$114,285	0.00	10/1/2013
139	Travis County Adult Probation DWI Court/SAMHSA	09/30/13 - 09/29/14	$101,270	$0	$0	$0	$101,270	1.30	10/1/2013
139	Travis County Adult Probation DWI Court/OOG	09/01/13 - 09/31/14	$228,460	$0	$0	$0	$228,460	4.00	10/1/2013
142	Drug Diversion Court	09/01/13 - 08/31/14	$132,585	$0	$0	$0	$132,585	0.00	10/1/2013
145	Drug Court and In-Home Family Services	09/01/13 - 08/31/14	$162,000	$18,007	$0	$0	$180,007	0.20	10/8/2013
158	Parenting in Recovery II	09/30/13 - 09/29/14	$481,000	$259,000	$0	$0	$740,000	2.00	10/8/2013
120	Electronic Transmission of Ballot Portal	09/30/14 - 12/31/18	$19,950	$0	$0	$0	$19,950	0.00	10/8/2013
137	Vision Summit	01/01/13 - 10/31/13	$78,147	$0	$0	$0	$78,147	0.00	10/8/2013
137	Child Abuse Victim Services Personnel	09/01/13 - 08/31/14	$23,092	$0	$34,639	$0	$57,731	1.00	10/15/2013
147	Emergency Management Performance Grant	10/01/12 - 03/31/14	$69,699	$69,699	$0	$0	$139,398	0.00	10/15/2013
147	Homeland Security Grant Program, State Homeland Security Program	09/01/13 - 01/31/15	$9,500	$0	$0	$0	$9,500	0.00	10/15/2013
147	Homeland Security Grant Program, State Homeland Security Law Enforcement Terrorist Prevention Activities Program	09/01/13 - 01/31/15	$22,500	$0	$0	$0	$22,500	0.00	10/15/2013
158	Title IV-E Child Welfare Services	10/01/13 - 09/30/14	$20,508	$67,430	$0	$0	$87,938	0.60	10/15/2013
119	Family Violence Accelerated Prosecution Program	09/01/13 - 08/31/14	$84,957	$34,053	$0	$0	$119,010	2.23	10/22/2013
122	Family Drug Treatment Court	099/01/13 - 08/31/14	$137,388	$0	$0		$137,388	1.00	10/22/2013

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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
145	Juvenile Drug Treatment Court-SAMHSA/CSAT	09/30/13 - 09/29/14	$227,670	$0	$0	$0	$227,670	0.00	10/22/2013
145	Trauma Informed Assessment and Response program	09/01/13 - 08/31/14	$154,132	$0	$0	$0	$154,132	0.50	10/29/2013
145	The Eagle Soars program	09/01/13 - 08/31/14	$62,886	$15,722	$0	$0	$78,608	1.12	10/29/2013
145	Enhancing Services for Victims of Crime Program	09/01/13 - 08/31/14	$104,222	$0	$0	$0	$104,222	0.00	10/29/2013
124	Indigent Defense System Evaluation Project*	09/01/12 - 08/31/14	$230,318	$0	$0	$0	$230,318	1.00	11/5/2013
145	Juvenile Probation Pre-Doctoral Psychology Internship Program*	09/01/11 - 08/31/16	$578,449	$99,779	$0	$0	$678,228	11.00	11/5/2013
			$3,228,937	$563,690	$34,639	$0	$3,827,266	27.95	

*Amended from original agreement.

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FY 2014 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Grant Term per Application	Amount requested for PTC: Personnel Cost	Operating Transfer	Total Request	Filled FTEs	PTC Expiration Date	Cm. Ct. PTC Approval Date	Has the General Fund been Reimbursed?
158	AmeriCorps Grant Program	08/01/13 - 07/31/14	$100,540	$7,300	$107,840	31.00	9/30/2013	7/30/2013	No
119	Family Violence Accelerated Prosecution Program	09/01/2013 - 08/31/2014	$13,150	$0	$13,150	1.00	10/31/2013	8/27/2013	No
119	Other Victim Assistance Grant Program	09/01/2013 - 08/31/2014	$9,286	$0	$9,286	1.00	10/31/2013	8/27/2013	No
122	Family Drug Treatment Court	09/01/2013 - 08/31/2014	$5,422	$0	$5,422	1.00	9/30/2013	8/27/2013	No
124	Veterans' Court Program	09/01/2013 - 08/31/2014	$13,801	$0	$13,801	2.00	10/31/2013	8/27/2013	No
137	Child Abuse Victim Services Personnel Program	09/01/2013 - 08/31/2014	$8,852	$0	$8,852	1.00	10/31/2013	8/27/2013	No
142	Drug Diversion Court Program	09/01/2013 - 08/31/2014	$10,376	$0	$10,376	1.00	10/31/2013	8/27/2013	No
145	Juvenile Accountability Block Grant Local Assessment Center Program	09/01/2013 - 08/31/2014	$9,800	$0	$9,800	1.00	10/31/2013	8/27/2013	No
145	Trauma Informed Assessment and Response Program	09/01/2013 - 08/31/2014	$5,966	$0	$5,966	0.50	10/31/2013	8/27/2013	No
145	Austin/Travis County Integral Care Community Partners for Children Coordinator	09/01/2013 - 08/31/2014	$10,250	$0	$10,250	1.00	10/31/2013	8/27/2013	No
145	Texas Juvenile Justice Department Grants.	09/01/2013 - 08/31/2014	$405,477	$0	$405,477	72.00	10/31/2013	8/27/2013	No
139	Adult Probation DWI Court	09/01/13 - 08/31/14	$52,519	$0	$52,519	4.00	11/30/2013	9/10/2013	No

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FY 2014 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Grant Term per Application	Amount requested for PTC: Personnel Cost	Operating Transfer	Total Request	Filled FTEs	PTC Expiration Date	Cm. Ct. PTC Approval Date	Has the General Fund been Reimbursed?
124	Travis County Veterans' Court	09/01/13 - 08/31/14	$13,801	$0	$13,801	2.00	10/31/2013	9/24/2013	No
122	Family Drug Treatment Court	09/01/13 - 08/31/14	$5,566	$0	$5,566	1.00	10/31/2013	9/24/2013	No
145	Residential Substance Abuse Treatment Program	10/01/13 - 09/30/14	$10,098	$0	$10,098	1.67	11/30/2013	9/24/2013	No
158	Parenting in Reovery II	09/30/13 - 09/29/14	$22,909	$0	$22,909	1.00	12/31/2013	9/24/2013	No
	Totals		$697,813	$7,300	$705,113	122.17			

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TRAVIS COUNTY
FY 14 GRANT SUMMARY SHEET

Contract #:

SAP #:

Check One:	Application Approval: ☑	Permission to Continue: ☐
	Contract Approval: ☐	Status Report: ☐
Check One:	Original: ☑	Amendment: ☐
Check One:	New Grant: ☑	Continuation Grant: ☐
Department/Division:	TRAVIS COUNTY HISTORICAL COMMISSION, CERTIFED LOCAL GOVERNMENT COM.	
Contact Person/Title:	Bob Ward, Chair of Travis County Historical Commissioin	
Phone Number:	512-452-7305	

Grant Title:	Southwest Travis County Historical Survey			
Grant Period:	From: Oct 1, 2013	To: Sep 30, 2015		
Fund Source:	Federal: ☑	State: ☐	Local: ☐	
Grantor:	Texas Historical Commission			
Will County provide grant funds to a sub-recipient?	Yes: ☐	No: ☑		
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: ☑	No: ☐		
Originating Grantor:	United States Department of the Interior, through the National Park Service			

Budget Categories	Grant Funds	County Cost Share	***Budgeted County Contribution*** ***#595010*** ***(Cash Match)***	In-Kind	**TOTAL**
Personnel:	$ 0	$ 0	$ 0	$ 0	$ 0
Operating:	$ 8,500	$ 0	$ 7,500	$ 1,000	$ 17,000
Capital Equipment:	$ 0	$ 0	$ 0	$ 0	$ 0
Indirect Costs:	$ 0	$ 0	$ 0	$ 0	$ 0
Totals:	$ 8,500	$ 0	$ 7,500	$ 1,000	$ 17,000
FTEs:	0.00	0.00	0.00	0.00	0.00

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

Department	Review	Staff Initials	Comments
County Auditor	☒	MN	
County Attorney	☒	MEG	

Performance Measures					
#	Measure	Actual FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
+ -	Applicable Departmental Measures				
1.					
2.					
3.					
+ -	Measures for the Grant				
1.					
	Outcome Impact Description				
2.					
	Outcome Impact Description				
3.					
	Outcome Impact Description				

PBO Recommendation:

The Travis County Historical Commission is requesting Commissioners Court ratification of an application to the Texas Historical Commission for a National Parks Service Grant that will fund a historical survey of the Southwest portion of Travis County. The survey will complete the ongoing historical survey of the county by the Historical Commission. The deadline to submit the application was November 1, 2013.

This grant requires a cash match from the County. The department has opted to fulfill this with $7,500 cash from the County, and in-kind funding from volunteer hours, not to exceed $1,000 worth. The department has a strong volunteer base and is confident of their ability to complete the projected volunteer hours needed to complete the grant match. The Historical Commission does not have sufficient internal funding to cover the cash portion of the match. Should this grant be awarded, the department would need to request a transfer of $7,500 from the Allocated Reserve to cover the amount.

With this noted, PBO recommends approval of the ratification of this grant application.

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

The Travis County CLG has been participating in the CLG grant program since receiveing our designation in 2004. Our previous grants include historical surveys of East Austin, the City of Manor, Northeast Travis County, the Webberville Corridor survey and a grant to provide education cirriculum for historical and archeological materials related to the Ransom and Sarah Williams Farmstead. The proposed grant request is meant to further complete our ongoing historical inventory of the county and, if approved, will provide data on the southwest quadrant of Travis County. This area is in dire need of being inventoried due to the projected expansion of State 45 through the area and continued expansion/development from both Austin and Buda.

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

County funding requirements extend only to the completion of the project/survey, which is September 2015.

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 National Park Service requires a matching grant from the county. This NPS grant is passed through the Texas Historical Commission. We are requesting a $8,500 grant from the NPS with a matching grant of $7,500 from the county and the Travis County Historical Commission/CLG is to provide $1,000 of in-kind services.

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

The grant from the National Park Service passes through the Texas Historical Commission who administers the grant. Travis County provides a matching amount and the Travis County Historical Commission/CLG provides in-kind service.

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.

Each grant from the National Park Service through the Texas Historical Commission is a stand-alone grant. The program (survey) will terminate at the end of the grant cycle and there are no further request for funding for this particular grant. The Travis County Historical Commission/Certified Local Government committee will request future grants, but they will be for future projects and will have no connection to the current grant being requested.

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

This is an ongoing program. See #1.

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

The Travis County Historical Commission is charged with developing a survey and maintaining an inventory of historic property within county boundaries. While the cultural resources within the city of Austin are well recognized, those in the outlying county have not been adequately identified. The pending extension of State 45, connecting MoPac Expressway South with IH-35 has magnified the need to identify and document all historic resources in the area. The construction of this roadway will intensify existing development pressure from both Austin and Buda and open up larger areas to intensive development. This project will be important in the continuation of the historic survey process in the county. It is felt that the Southwest Travis County Historical Survey will meet the goals of both the National Park Service and the Texas Historical Commission for historical inventory.

Travis County Historical Commission

November 4, 2013

Travis County Commissioners Court
Judge Sam Biscoe

RE: Texas Historical Commission FY 14 Certified Local Government (CLG) Grant Program

Attached is a grant application ratification request for the Texas Historical Commission FY 14 CLG Grant Program. The Texas Historical Commission (THC) administers the Texas CLG Grant Program utilizing federal funding it receives from the U.S. Department of the Interior, National Park Service Historic Preservation Fund Program. The program serves as a resource for local governments desiring to maintain historical preservation projects. Due to a timing issue, the Travis CLG was forced to make a grant application for a grant before appearing before the court. The grant application deadline was November 1, 2013 and the grant award will be announced in early 2014. We apologize for this situation. If the Travis County Commissions Court ratifies our application, we will accept the grand when and if it is awarded to us. If not, we will turn the grant down at that time.

Travis County Historical Commission, through its CLG status, has received funds through the Texas Historical Commission for five previous historical survey projects in the county. This project is part of the ongoing effort by Travis County Certified Local Government to survey the cultural resources in Travis County that lie outside the city limits of Austin.

Please review this item and place it on the November 12, 2013, Commissioner's Court agenda for their consideration and signature.

We would be pleased to provide any other information required in the approval process for this grant project.

Bob Ward
Chair, Travis County Historical Commission

CC: May Schmidt, Co-Chair, Travis County Historical Commission
Bill Hamilton, Chair, CLG Committee

This grant manual has been financed in part with Federal funds from the National Park Service, U.S. Department of the Interior and administered by the Texas Historical Commission. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior.

This program receives federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the Department of the Interior prohibits discrimination on the basis of race, color, national origin, or disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above or you desire further information, please write to:

Office for Equal Opportunity
National Park Service
1849 C Street, N.W.
Washington, D.C. 20240

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TEXAS HISTORICAL COMMISSION
CERTIFIED LOCAL GOVERNMENT GRANT MANUAL

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INTRODUCTION

Certified Local Government (CLG) grants provide funding to participating city and county governments to develop and sustain an effective local preservation program critical to preserving local historic resources. The Texas Historical Commission (THC), the state agency for historic preservation, administers the Texas CLG grant program utilizing federal funding it receives from the U.S. Department of Interior, National Park Service (NPS) Historic Preservation Fund Program. Under this program the NPS requires that at least ten percent (10%) of Texas' annual federal allocation be subgranted exclusively to participating Certified Local Governments (CLGs). The program serves as a great resource for participating county and city governments to offset the costs of self-sustaining preservation and planning-related projects. Currently, there are 70 CLGs in Texas. Contingent on resolution of the federal budget, we anticipate approximately $100,000 to $120,000 will be available for this round of grants.

ADMINISTRATIVE INFORMATION

Administration

Grants will be administered in accordance with the National Park Service Historic Preservation Fund Grant Manual, June 2007; Texas Administrative Code Title 13, Part 2, Chapter 15.6, *Rules and Procedures for Certified Local Governments*; and this manual.

Grant Period

The grant period is October 1, 2013 to September 30, 2015. Project planning, including drafting any applicable RFPs, may begin before your grant request is awarded and a grant agreement signed, **however**, you cannot begin actual work or be reimbursed for costs incurred prior to submitting a signed grant contract to the THC. Despite the official grant period beginning October 1st, grants will be awarded in 2014 following funding notification from the National Park Service.

Application Package

The grant application is included in this manual. A CLG may submit more than one grant application; however a separate application package must be submitted for each project request. A complete application submittal package consists of 1 unbound hard copy accompanied by a digital copy submitted on CD or electronically via E-mail of the following documents:

- Application Form (with original signatures)
- Budget Worksheet
- Resumes of all individuals responsible for project oversight (including City or County staff, consultant, contractors, etc.)
- Any applicable cost estimates, maps, drawings, photographs, or **Determination of Eligibility statement** (as required for all survey and National Register nomination grant requests). Contact Greg Smith, National Register Coordinator at 512.463.6013 or via email at greg.smith@thc.state.tx.us.

Submittal Deadline

A complete grant application package must be received **no later than 5 p.m. Friday, November 1, 2013.**

One electronic copy of the application must be submitted via e-mail and one unbound printed copy must be delivered to:

HAND DELIVER OR COURIER SERVICE
Texas Historical Commission
Community Heritage Development Division
ATTN: Marcus Watson, CLG Coordinator
1304 Colorado Street
Austin, Texas 78701

U.S. MAIL
Texas Historical Commission
Community Heritage Development Division
ATTN: Marcus Watson, CLG Coordinator
PO Box 12276
Austin, Texas 78711-2276

WHO MAY APPLY

Only city, county governments or state recognized Native American Tribes that have been individually "certified" by the National Park Service **before** September 1, 2013 are eligible to apply for CLG grants. Refer to www.thc.state.tx.us/preserve/projects-and-programs/certified-local-government/certified-local-government-communities for a complete list of all CLGs in Texas. The Texas Historical Commission reserves the right to deem applications from CLG Communities that are not in compliance with the Certification Agreement to be ineligible.

The following entities may also be eligible:

- An organization such as a non-CLG city or another unit of local government, a commercial firm, a non-profit entity or educational institution that has been delegated as a third-party to administer the grant on behalf of the CLG. The contributed services of the third party to the CLG may be counted toward the matching share requirements of the grant. (must provide a letter of support from the CLG)

ELIGIBLE PROJECTS

Activities eligible for CLG grant funding must be tied to the statewide comprehensive preservation planning process. A copy of the Texas Historical Commission Statewide Preservation Plan can be found on our web site at: www.thc.state.tx.us/preserve/projects-and-programs/texas-statewide-preservation-plan. In an effort to encourage local governments to develop and sustain an effective local preservation program critical to preserving local historic resources, **priority for funding shall be given to those projects that directly relate to the following work categories:**

- Architectural, historical, archeological surveys/inventories and oral histories
- Preparation of nominations to the National Register of Historic Places
- Preparation of a local preservation plan
- Writing or amending preservation ordinance
- Development of local design guidelines
- Research and development of local preservation incentive program
- Travel/training expenses for hosting a regional preservation-related workshop

The above list should not dissuade an applicant from applying for assistance towards other eligible projects such as:

- Development of educational publications and activities, slide shows, videos, web sites, etc.
- Development of publication of walking/driving tours
- Development of architectural drawings and specifications
- Preparation of facade studies or condition assessments
- Rehabilitation or restoration of properties individually listed in the National Register of Historic Places or contributing to a National Register historic district
- Travel/training expenses for individual commission members and staff*

* Because the THC is required to distribute CLG funds among the maximum number of eligible local jurisdictions, please note that individual travel/training grant requests will only be considered under exceptional or unusual circumstances.

MATCHING FUNDS

Proposed projects are required to provide a local match for grant monies budgeted on a one-to-one (dollar for dollar) match equal to a 50-50 ratio for the total cost of the project. The local match may be any combination of cash and verifiable in-kind services. Projects may utilize all or partial match of verifiable in-kind services and/or goods as long as the local match equals a 50-50 ratio for the total cost of the project. In order to maximize the limited CLG grant funds, the THC may give preference to applications demonstrating a higher cash match. The THC reserves the right to waive the local match requirements, in full or part, at its sole discretion. The THC also

reserves the right to fund grant requests in part or in full based on the review criteria outlined in the application manual, and the amount of federal funding available. Final decisions will also take into consideration the annual performance of each CLG applying for assistance.

Only non-federal monies may be used as a match, with the exception of Community Development Block Grants. All projects shall comply with federal requirements for state and local financial responsibility as stipulated in the Texas Administrative Code Title 13, Part 2, Chapter 15.6, *Rules and Procedures for Certified Local Governments.* Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in federally-assisted programs on the basis of race, color, national origin, age or handicap.

In extending this grant opportunity to your project, THC assumes the responsibility for ensuring that public money will be spent appropriately and with the maximum effectiveness. The THC is held accountable by the NPS for compliance with all applicable federal laws and regulations.

GRANT TIMELINE (*SUBJECT TO CHANGE BASED ON AVAILABILITY OF FEDERAL FUNDS)

September 1, 2013	Applications for the Federal Fiscal 2014 CLG grant period are made available.
November 1, 2013	Deadline for receipt of Applications and supporting materials to THC **no later than 5 p.m. Friday, November 1, 2013.**
November 2013	Review of applications by an interdisciplinary committee of THC staff.
January 2014	Review of interdisciplinary committee recommendations on all applications made by THC commissioners.
February 2014*	THC sends Preliminary Notification to grant recipients that will include grant contract and a request for a revised/amended project proposal and budget (if applicable).
April 2014*	Deadline for submittal of signed contracts, final project proposals, budgets, etc. from selected applicants to THC **no later than 60 days from the date of Preliminary Notification letter.** Project planning, including drafting any applicable RFPs, may begin before your grant request is awarded and a grant agreement signed, **however**, you cannot begin actual work or be reimbursed for costs incurred prior to submitting a signed grant contract to the THC. Recipients shall also submit quarterly reports indicating the project status to the THC as requested during the grant period.
September 30, 2015	Deadline for the completion of all work eligible for reimbursement.
October 31, 2015	Deadline for the submittal of final reimbursement requests for all eligible work completed **no later than September 30, 2015.** The final 25 percent of the grant award will be retained until certification of the completed project and receipt of the final report.

APPLICATION

A signed Application Form and all supporting materials must be submitted to the THC **no later than November 1, 2013**. CLGs may submit more than one application for separate projects within the same grant period. Those CLGs which have not applied previously for assistance are strongly encouraged to apply.

SCORING CRITERIA

As increased participation in the CLG program fosters greater demand for grants, not all proposals will receive funding in Fiscal Year 2014. It is imperative for the THC to assign priorities as part of the review of proposed CLG grant funded projects. Applications will be rated by an interdisciplinary committee of THC staff using the following criteria:

(1) PERFORMANCE, ADMINISTRATION AND GEOGRAPHIC DISTRIBUTION **(15 points).** Each CLG will be reviewed for overall performance in adequately fulfilling its annual responsibilities of the CLG program and to the equitable statewide distribution of funds overall. Higher consideration will be given to CLGs in good standing meeting reporting and training requirements, CLG's that have successfully completed a grant and new CLG's receiving certification within the last two fiscal years.

(2) PROJECT SCOPE **(Total 70 points).** Summarize in the application a detailed description of proposed project clearly and concisely. Indicate the relationship of the proposed project to defined preservation needs or issues in the local community and its relevance to the established local preservation program. Be sure to answer each of the following sections outlined below within the Project Scope narrative:

i. PROJECT NEED **(15 points)**: Does the application demonstrate a clear understanding of the identified preservation need? Is the need relevant to the local government's preservation program? How necessary are CLG funds in order to accomplish the proposed project? How does the project benefit the community? Is the stated need verifiable with documented factual information?

ii. PROJECT OBJECTIVES **(15 points)**: What activities will be necessary to complete the proposed project? How effective does the proposed project address the identified needs? Are the project objectives quantifiable? Who will be responsible for doing the work and were resumes provided? Is the proposed timeline or schedule reasonable?

iii. SIGNIFICANCE AND IMPACT **(15 points)**: Does the project involve a threatened or potentially threatened resource? Will the project result in a National Register nomination or Survey/Inventory? Does the project directly address a deficiency in the local preservation program? Does the project address or benefit an underrepresented group within the community? How well will the project develop historic contexts or educate and inform broad sectors of the public?

iv. BUDGET AND COST EFFECTIVENESS **(15 points)**: Is the proposed budget consistent with the planned objectives? Are the costs reasonable and sufficient to successfully accomplish the project? What is the applicant source and commitment of matching funds? Does the application clearly indicate how all of these figures were calculated? Is the proposed project the most cost effective way of addressing those needs?

v. PUBLIC INVOLVEMENT AND DELIVERABLES **(10 points)**: How will the public be involved in the proposed project? How will this project enhance the local preservation ethic?

(3) CONSISTENT WITH GOALS AND OBJECTIVES OF THE STATEWIDE COMPREHENSIVE PRESERVATION PLANNING PROCESS **(Total 15 points).** CLG funded projects should meet at least one of the goals outlined in the Texas Historical Commission's Statewide Preservation Plan. It is not necessary for your project to address all the goals listed in the Statewide Preservation Plan. In addition, CLG funded projects must advance local preservation efforts in your community. Applications will be reviewed according to the following eight major goals of the Plan:

- **SURVEY AND ONLINE INVENTORY:** Texans undertake a comprehensive survey to document the state's diverse historic and cultural resources resulting in a publicly accessible online inventory.

- **EMPHASIZE CULTURAL LANDSCAPES:** Preservation practices are enhanced by emphasizing cultural landscapes.

- **IMPLEMENT POLICIES AND INCENTIVES:** Cities, counties and the state implement preservation policies and incentives to effectively manage historic assets.

- **LEVERAGE ECONOMIC DEVELOPMENT TOOLS FOR PRESERVATION:** Communities leverage preservation-based and traditional economic development tools to revitalize historic areas.

- **LEARN AND EXPERIENCE HISTORY THROUGH PLACE:** Texas residents and guests learn and experience the state's diverse history through formal education, recreation, and everyday interactions with historic places.

- **CONNECT PRESERVATION TO RELATED FIELDS:** Preservation is connected and integrated into related fields and activities, building a broader, stronger, and more diverse community.

- **CULTIVATE POLITICAL COMMITMENT:** Political commitment is cultivated for historic preservation.

- **BUILD CAPACITY OF PRESERVATION COMMUNITY:** The existing preservation community develops its capacity to function more effectively and efficiently.

APPLICATION REVIEW PROCESS

Upon review and approval of applications and their supporting materials, the THC will select proposed projects from the initial applications based on the above criteria, and fund the maximum number of projects based upon HPF funding. A Preliminary Notification letter will include any specific project funding recommendations from the THC, two copies of the grant contract, and a request for a revised or amended project proposal and budget that incorporates the THC's recommendations.

Successful selected applicants will continue the process by returning a signed grant contract, revised/amended project proposals, budgets, etc. to the THC **no later than 60 days from the date of Preliminary Notification letter.** Failure to submit any or all of this documentation by the required deadline may cause the requested grant monies to revert back to the THC.

ORIENTATION MEETING

All grant recipients (consisting of the local project manager and the grant recipients' fiscal manager) shall schedule and participate in a CLG grant orientation with the THC upon receipt of a Formal Notification letter, if applicable. The purpose of the orientation is to establish project priorities, confirm the budget and timetable for completion and discuss reimbursement procedures. The orientation requirement may be waived at the sole discretion of the THC.

PROFESSIONAL QUALIFICATIONS STANDARDS

To ensure that appropriate historical, architectural, archeological and cultural properties are identified for public benefit through grant-in-aid assistance, persons supervising grant projects must be professionally qualified in accordance with 36CFR66. Copies are available from the THC.

SECTION 106

CLG Grants are funded with federal monies and require a formal Section 106 Review by the Texas Historical Commission. This review will take place following the grant awards. Failure to obtain a review will result in forfeiture of the CLG Grant. The CLG State Coordinator will provide additional guidance once the grants are awarded. Additional information regarding Section 106 Review is available from the Texas Historical Commission and the Advisory Council on Historic Preservation.

PROJECT IMPLEMENTATION

A) GRANT CONTRACT. The grant contract will specify the scope of work, approximate timetable for completion, and a list of budgetary items. The agreement shall be signed jointly by the State Historic Preservation Officer and the appropriate legal representative of the CLG prior to commencement of project work. The grant may be administered by a designated third-party if the CLG indicates a specific organization in the application. Such a delegated agency may be another unit of the local government, a commercial firm, a non-profit entity, or an educational institution that has the administrative capabilities that comply with applicable federal standards.

B) PRESERVATION EASEMENT. The recordation of a Preservation Easement will be required for all construction and certain other projects prior to the commencement of any work (Attachment G).

C) PROJECT REVIEW. THC staff periodically reviews projects to monitor progress and provide assistance. Each CLG is required to provide the THC with grant product quarterly reports on each project funded.

D) REIMBURSEMENT PROCEDURE. Eligible project expenditures incurred on a one-to-one (dollar for dollar) basis up to a 50-50 ratio of the total project cost shall be reimbursed to the CLG. Documentation of eligible expenditures exceeding the grant award should be submitted and may be reimbursed based on the availability of federal funding. Interim reimbursement requests during the grant period are permitted.

E) PROJECT COMPLETION AND FINAL REPORT. THC will retain 25 percent of the total grant award until receipt of a detailed final report and certification of the completed project. Draft copies of all expected items generated by the grant project, including printed materials, completed survey forms, photographic materials and final reports, must be submitted to the THC for review and approval. Final products must be submitted to the THC **no later than December 31, 2015**.

Revised 7/8/2013

RECEIVED
OCT 31 2013
TEXAS HISTORICAL COMMISSION

TEXAS HISTORICAL COMMISSION

CERTIFIED LOCAL GOVERNMENT SUBGRANT
FISCAL YEAR 2014 GRANT APPLICATION FORM

Deadline for submission is November 1, 2013
Please fill out this section completely and use only the space provided below.

NAME OF PROPOSED PROJECT: **Southwest Travis County Historical Survey**

CERTIFIED LOCAL GOVERNMENT NAME: **Travis County**

CONTACT INFORMATION:	Responsible for PROJECT MANAGEMENT			Responsible for FISCAL MANAGEMENT		
Organization Name	Travis County Historical Commission			Travis County Auditor's Office		
Contact Person	Bob Ward			Matthew Naper		
Address	1707 Romeria Drive			700 Lavaca St. Suite 1200		
City | State | Zip	Austin	TX	78757	Austin	TX	78701
Telephone | Fax	512-452-7305	512-452-4923		512-854-9125	512-854-9164	
Email	bobward@wardtopia.com			Matthew.Naper@co.travis.tx.us		

POLITICAL CONTACTS:	Chair of Local Commission (City Board if City or CHC if County)			Chief Elected Official (Mayor if City or County Judge if County)		
Contact Person	Bob Ward			County Judge Samuel T. Biscoe		
Address	1707 Romeria Drive			700 Lavaca St. Suite 2.7		
City | State | Zip	Austin	TX	78757	Austin	TX	78701
Telephone | Fax	512-452-7305	512-452-4923		512-854-9555	512-854-9535	
Email	bobward@wardtopia.com			Sam.Biscoe@co.travis.tx.us		

FUNDING REQUEST:

Grant Funds Requested:	$8,500	$7,500-match	$1,000-in kind	Total Project Cost:	$17,000

PROPOSED PROJECT TYPE (check one that applies):

- ☐ Archeological Project
- ☐ Preservation Planning Project
- ☐ National Register Nomination(s)[1]
- X Survey/Inventory Project
- ☐ Historic Preservation Plan or Element/Chapter of Comprehensive Plan
- ☐ Construction/Development Project[2]
- ☐ Preservation Travel/Training[3]
- ☐ Research & Development
- ☐ Education & Outreach
- ☐ Design Guidelines

[1] *Applications submitted without THC Determination of Eligibility will not be reviewed*

[2] *Property must be listed or deemed eligible for listing in the National Register of Historic Places*

[3] *Priority given to CLGs hosting regional preservation-related workshop*

CERTIFIED LOCAL GOVERNMENT SUBGRANT
FY 2014 Grant Application Narrative Template

NAME OF PROPOSED PROJECT: SOUTHWEST TRAVIS COUNTY HISTORICAL SURVEY

CERTIFIED LOCAL GOVERNMENT NAME: TRAVIS COUNTY

In 3 pages or less, clearly and concisely provide a brief typewritten description of the proposed project as it relates to items 1 through 3 below using the following section headings, and provide the content requested for each section in the brief but thorough narrative. Please provide any attachments separately.

1. PROJECT SUMMARY (15 POINTS TOTAL).

Summarize in a paragraph the overall purpose of the proposed project. A more detailed description will be completed under Project Scope. Be sure to indicate how long the CLG has been in the program; if the CLG is current in its annual program requirements; and if the CLG has received a previous grant within the past two (2) years.

The Travis County CLG has been participating in the CLG grant program since receiveing our designation in 2004. Our previous grants include historical surveys of East Austin, the City of Manor, Northeast Travis County, the Webberville Corridor survey and a grant to provide education cirriculum for historical and archeological materials related to the Ransom and Sarah Williams Farmstead. The proposed grant request is meant to further complete our ongoing historical inventory of the county and, if approved, will provide data on the southwest quadrant of Travis County. This area is in dire need of being inventoried due to the projected expansion of State 45 through the area and continued expansion/development from both Austin and Buda.

2. PROJECT SCOPE (70 POINTS TOTAL). Be sure to answer the questions for each section below within the narrative:

- **PROJECT NEED** (15 points): Does the application demonstrate a clear understanding of the identified preservation need? Is the need relevant to the local government's preservation program? How necessary are CLG funds in order to accomplish the proposed project? How does the project benefit the community? Is the stated need verifiable with documented factual information?

  The Travis County Historical Commission is charged with developing a survey and maintaining an inventory of historic property within county boundaries. While the cultural resources within the city of Austin are well recognized, those in the outlying county have not been adequately identified. The pending extension of State 45, connecting MoPac Expressway South with IH-35 has magnified the need to identify and document all historic resources in the area. The construction of this roadway will intensify existing development pressure from both Austin and Buda and open up larger areas to intensive development. This project will be important in the continuation of the historic survey process in the county. Like the earlier ones in the county, this project has the support of the Travis County Commissioners Court, but it would not be possible without the availability of CLG funds. It is felt that the Southwest Travis County Historical Survey will meet the goals of both the National Park Service and the Texas Historical Commission for historical inventory.

- **PROJECT OBJECTIVES** (15 Points): What activities will be necessary to complete the proposed project? How effective does the proposed project address the identified needs? Are the project objectives quantifiable? Who will be responsible for doing the work and were resumes provided? Is the proposed timeline or schedule reasonable?

  By contracting with a local professional consultant, we will be able to survey the proposed project area within the grant period, which ends in September 2015. Our previous projects have utilized two qualified contractors who have produced signifcant reports that provide new information about the county's historical resources. The contractor selected for this project will provide much of the survey work, but will be aided by volunteers from both the Travis County CLG and the Travis County Historical Commission.

  The initial effort is towards the identification of properties with improvements 50 years or older, usually in conjunction with the Travis Central Appraisal District database. Community outreach is achieved by visits to local

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historical organizations and conversations with persons most knowledgeable about the area history. When communities or municipalities exist, contact is made to gather other data and/or oral histories to expand our information base. Many times, residents in an area are aware of resources such as abandoned cotton gins, old schools and stories not available to the general public. Previous projects have resulted in lists of cultural properties within the project areas and selected recommendations for future work with them, including the potential of National Register consideration and areas of future need.

- **SIGNIFICANCE AND IMPACT** (15 Points): Does the project involve a threatened or potentially threatened resource? Will the project result in a National Register nomination or Survey/Inventory? Does the project directly address a deficiency in the local preservation program? Does the project address or benefit an underrepresented group within the community? How well will the project develop historic contexts or educate and inform broad sectors of the public?

  As evidenced by the recent growth in the southwestern part of Travis County, there is limited awareness about the historical resources that still remain in that area. These resources may be threatened by such ongoing developments such as State 45. The extension of this roadway connecting MoPac to IH-35 will lay the groundwork for future developments along the highway corridor. Austin and Buda continue to expand towards each other with new residential developments either underway or in the planning stages. The relatively unoccupied ranch lands will be prime areas for expansion as county population continues to grow. The southwest Travis County area has important historical componets that are not well known. For example, right of way surveys discovered the Ransom and Sarah Williams Farmstead site. Although the African American colony of Antioch is to the south in Hays County, its influence extends into southern Travis County and that relationship needs to be explored. Other communities include Manchaca and the freedmans colony of Kincheonville. This project is intended to provide expanded information about the resources to the local residents, as well as to the greater Travis County population, and to identify the role of this area in the history of the county.

- **BUDGET AND COST EFFECTIVENESS** (15 Points): Is the proposed budget consistent with the planned objectives? Are the costs reasonable and sufficient to successfully accomplish the project? What is the applicant source and commitment of matching funds? Does the application clearly indicate how all of these figures were calculated? Is the proposed project the most cost effective way of addressing those needs?

  Based on previous projects, we feel that the proposed budget is adequate to produce the intended survey report. We are planning to supplement local Travis County funding with donations from organizations and/or businesses in the area and use existing historical studies. Both the City of Austin and the Hill County Conservancy have been active in the area and we hope to obtain information and assistance from both. Involvement by volunteers will help provide additional in-kind support. Given the scope of the work and the expertise involved, it is doubtful that we could carry out this project at a lesser cost.

- **PUBLIC INVOLVEMENT AND DELIVERABLES** (10 Points): How will the public be involved in the proposed project? How will this project enhance the local preservation ethic?

  At the beginning of the survey, we intend to introduce the project to communities and local historical/preservation organizations in the area by arranging meetings to detail the purpose and process of the work. Additionally, we will directly communicate with local resource owners who may potentially be included in the final report. Previous historical research from the Ransom and Sarah Williams Farmstead project along with ongoing research by other organizations will be included if and when available. The report will be made available to community officials in the area, filed with Travis County and with the Texas Historical Commission. Depending on the outcome of the survey, we may propose additional projects within the survey corridor. A full report will be prepared, printed and made available to all interested parties including libraries. Press releases will be made if and when needed.

3. **STATEWIDE COMPREHENSIVE PRESERVATION PLANNING PROCESS** (15 Points Total): CLG funded projects should meet at least one of the goals outlined in the Texas Historical Commission's Statewide Preservation Plan. Please select the Statewide Preservation Plan Goals addressed by your project and explain how they are addressed. It is not necessary for your project to address all the goals listed in the Statewide Preservation Plan.

X **SURVEY AND ONLINE INVENTORY:** Texans undertake a comprehensive survey to document the state's diverse historic and cultural resources resulting in a publicly accessible online inventory.

X **EMPHASIZE CULTURAL LANDSCAPES:** Preservation practices are enhanced by emphasizing cultural landscapes.

☐ **IMPLEMENT POLICIES AND INCENTIVES:** Cities, counties and the state implement preservation policies and incentives to effectively manage historic assets.

X **LEVERAGE ECONOMIC DEVELOPMENT TOOLS FOR PRESERVATION:** Communities leverage preservation-based and traditional economic development tools to revitalize historic areas.

☐ **LEARN AND EXPERIENCE HISTORY THROUGH PLACE:** Texas residents and guests learn and experience the state's diverse history through formal education, recreation, and everyday interactions with historic places.

X **CONNECT PRESERVATION TO RELATED FIELDS:** Preservation is connected and integrated into related fields and activities, building a broader, stronger, and more diverse community.

X **CULTIVATE POLITICAL COMMITMENT:** Political commitment is cultivated for historic preservation.

X **BUILD CAPACITY OF PRESERVATION COMMUNITY:** The existing preservation community develops its capacity to function more effectively and efficiently.

Please summarize how your project addresses the goals selected above:

The Southwest Travis County Historical Survey is felt to address the State's comprehenvie goals by developing and enlarging the ongoing historical survey of the county. At the present time, approximately ½ of the county has been surveyed and the southwest quadrant is felt to be the most endangered by pending development and road expansion. This project aims at documenting the cultural landscape of the area, especially in the Manchaca community area, and to expand on the data from the Ransom and Sarah Williams Farmstead. While the Antioch community is a freedman's colony in northern Hays County, its influence extends into the southern part of Travis County and that relationship needs to be explored. The Kincheonville freedmans colony in southwest Travis County, along with the Manchaca community are both in need of documentation and survey. The Ransom and Sarah Williams Farmstead is the site of an independent African-American farmstead dating from the latter part of the 19th century. Archeological excavations by Prewitt and Associates in conjunction with the Texas Department of Transportation and the University of Texas along with historical research by Terri Myers of Preservation Central have produced a wealth of new data about this site. We hope to expand on this information in our research, thereby leveraging available preservation tools. The use of historical, archaeological, oral history and physical survey is felt to be a good example of connecting available preservation fields to the expertise of the Travis County Historical Commission. This survey will allow connections to various fields including history, genealogy, archeology, ethnography and African American studies.

Political commitment is not only a major source for our funding but the foundation to further extend this project. The County Commissioners of Travis County inspire us to press forward with our mission and provide us with the support from other county offices to make our projects feasible. This project will provide information about an aspect of Travis County history that is not available anywhere else. It will involve members of the preservation community and interested individuals and organizations in the area. The Travis County Certified Local Government Committee will serve as a coordinating group to make materials already collected available to the educational community and the general public .

ACKNOWLEDGEMENTS - By checking below the applicant acknowledges:

X One electronic copy of this request must be submitted via email to the Texas Historical Commission no later than 5 p.m. on November 1, 2013 in order to be considered.

X One signed copy of this request must be submitted (hand delivered, US Mail, UPS, FedEx, etc) to the Texas Historical Commission no later than 5 p.m. on November 8, 2013 in order to be considered.

X Consideration for funding is based on the demonstrated need, a compelling explanation of how the expanded project scope of work will benefit the CLG, and the applicant's ability to match the funds being requested.

X Commencement of grant-funded work may not begin prior to receipt of a completed grant agreement by the THC and participation in a grant orientation meeting.

X The chief elected official of the CLG is aware of this application and supports the proposed project. (This information will be verified by the THC.)

☐ For requests involving construction projects, the property owner will be required to file a preservation easement for the property that will run with the land for a specific period of time based upon the amount of the final grant award.

X The applicant hereby acknowledges that the information provided on this application is accurate to the best of their knowledge.

APPLICANT'S CERTIFICATION: Application must be signed by legal CLG representative.

SIGNATURE: Bob Ward TITLE: Chair DATE: 11-1-13

Travis County Historical Commission
&
Member of CLG Committee

CERTIFIED LOCAL GOVERNMENT SUBGRANT
FY 2014 Grant Budget Worksheet

NAME OF PROPOSED PROJECT: SOUTHWEST TRAVIS COUNTY HISTORICAL SURVEY

CERTIFIED LOCAL GOVERNMENT NAME: TRAVIS COUNTY

BUDGET ITEM	GRANT FUNDS	LOCAL CASH	LOCAL IN-KIND	TOTAL COSTS
	8500	7500	1000	17000
TOTALS				

Please complete the attached budget form and provide any supplemental information necessary to confirm or support the issues described above.

Proposed projects can use a local cash match for grant monies budgeted on a one-to-one (dollar for dollar) match equal to a 50-50 ratio for the total cost of the project. Proposed projects utilizing all or partial match of verifiable in-kind services and/or goods may also qualify as long as the local match equals a 50-50 ratio for the total cost of the project. The Texas Historical Commission (THC) reserves the right to fund grant requests in part or in full based on the review criteria outlined in the application manual, and the amount of federal funding available. Final decisions will also take into consideration the annual performance of each CLG applying for assistance. Only non-federal monies may be used as a match, with the exception of Community Development Block Grants (CDBG).

CERTIFIED LOCAL GOVERNMENT SUBGRANT

FY 2014 Grant Application

EXPECTED PRODUCTS OF AN EDUCATIONAL PROJECT FUNDED WITH A CLG GRANT

RECOGNITION must be provided in all publications. Photographs and drawings should be credited to the artist or lender. The local government's involvement must be adequately acknowledged. Recognition, as detailed below, must be afforded the CLG program, the Texas Historical Commission, and the National Park Service of the U.S. Department of the Interior. Language acknowledging nondiscrimination practices, as detailed below, must be included. Publications addressing several potential audiences must adequately reflect the community's preservation program.

This project was funded in part through a Certified Local Government grant from the National Park Service, U.S. Department of the Interior, as administered by the Texas Historical Commission.

The contents and opinions, however, do not necessarily reflect the views and policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of Interior.

This program receives Federal funds from the National Park Service. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in departmental federally assisted programs on the basis of race, color, national origin, age or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Director, Equal Opportunity Program, U.S. Department of the Interior, National Park Service, P.O. Box 37127, Washington, D.C. 20013-7127.

TEXAS HISTORICAL COMMISSION
real places telling real stories

DEADLINE FOR RECEIPT OF APPLICATIONS IS
November 1, 2013 by 5 p.m.

PRINTED APPLICATIONS MUST BE RECEIVED AT
Certified Local Government Program
Texas Historical Commission
P.O. Box 12276
Austin, Texas 78711-2276
(Physical Address: 1304 Colorado, Austin, Texas 78701)

ELECTRONIC APPLICATIONS MUST BE RECEIVED AT

Marcus Watson, State Coordinator
Marcus.Watson@thc.state.tx.us

Ginny Owens, CLG Assistant
Virginia.Owens@thc.state.tx.us

- One electronic copy of this request must be submitted via email to the Texas Historical Commission no later than 5 p.m. on November 8, 2013 in order to be considered.
- One signed copy of this request must be submitted (hand delivered, US Mail, UPS, FedEx, etc) to the Texas Historical Commission no later than 5 p.m. on November 8, 2013 in order to be considered.
- Late applications will not be accepted
- Faxed applications will not be accepted
- Handwritten applications will not be accepted

TRAVIS COUNTY
FY 14 GRANT SUMMARY SHEET

Contract #:

SAP #:

Check One:	Application Approval: ☐	Permission to Continue: ☐
	Contract Approval: ☐	Status Report: ☑
Check One:	Original: ☑	Amendment: ☐
Check One:	New Grant: ☐	Continuation Grant: ☑
Department/Division:	HHSVS / Family Support Services	
Contact Person/Title:	Lisa Glass / Financial Analyst Lead	
Phone Number:	854-4594	

Grant Title:	Emergency Food and Shelter Program, Phase 31, Ratifying LRO Certification Form			
Grant Period:	From: 04/01/2013	To: 03/31/2014		
Fund Source:	Federal: ☑	State: ☐	Local: ☐	
Grantor:	Emergency Food and Shelter Program's National Board			
Will County provide grant funds to a sub-recipient?	Yes: ☐	No: ☑		
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: ☑	No: ☐		
Originating Grantor:	Department of Homeland Security / Federal Emergency Management Agency			

Budget Categories	Grant Funds	County Cost Share	***Budgeted County Contribution #595010 (Cash Match)***	In-Kind	**TOTAL**
Personnel:	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Operating:	$ 25,000.00	$ 0.00	$ 0.00	$ 0.00	$ 25,000.00
Capital Equipment:	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Indirect Costs:	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Totals:	$ 25,000.00	$ 0.00	$ 0.00	$ 0.00	$ 25,000.00
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
	$ 0.00	$ 0.00	$ 0.00	0.00	

Department	Review	Staff Initials	Comments
County Auditor	☒	CS	
County Attorney	☒	MEG	

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

PBO Recommendation:

The Health and Human Services and Veteran's Service Department requests Commissioners Court ratification of a signature by Judge Biscoe that was obtained on October 29, 2013. The grantor required that the Local Recipient Organization (LRO) Certification Form to be approved, signed and returned within 5 days, a deadline that did not allow HHSVS sufficient time to put the item on the Court Agenda for approval by the full Commissioners Court. The grantor has been informed that the signed form is subject to ratification by the full Court, and the department anticipates the contract to be completed soon.

PBO recommends the ratification of this signature.

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?

To assist the EFSP's Local Board in completing their program award process per their request, the Local Recipient Organization (LRO) Certification Form needed to be approved, signed and returned to them by November 1, 2013. To meet this deadline, the department requested the County Judge's approval and signature on the form. This request is processed to ratify the department's request of the County Judge by the full Commissioners Court. The Commissioners Court approved the application for this program on July 23, 2013.

The department anticipates the Local Board will announce this program's award within the next month.

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

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

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

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

No County match is required.

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

All of the Phase 31 requested funds by the department are to be used for direct services to the clients.

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

Yes

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

N/A

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

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

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

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

Date: October 29, 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 Phase 31 Emergency Food and Shelter Program Local Recipient Organization (LRO) Certification Form

Proposed Motion: Consider and take appropriate action to ratify the 2013 Phase 31 Emergency Food and Shelter Program Local Recipient Organization (LRO) Certification Form

Summary and Staff Recommendation: Staff requests the acceptance, approval and ratification of the Phase 31 Local Recipient Organization (LRO) Certification form. The Emergency Food and Shelter Program's Local Board requested this form be signed and returned to them by November 1, 2013. In order to meet that deadline and have the Local Board continue its award process, the department requested the County Judge's approval and signature.

The department had submitted an application for this grant which was approved by the Commissioners Court on July 23, 2013. The department anticipates an award of $25,000 for this program funding. The funds awarded to Travis County will be used to provide emergency utility assistance for low-income households who have an income at or below 200% of the current Federal Poverty Income Guidelines.

Budgetary and Fiscal Impact: No matching funds are required for this program. At this time the Local Board has not indicated the contract period.

Issues and Opportunities: The department has participated in this program for a number of years. Within the Phase 30 program period, Travis County had assisted 128 households with their utility bills. Other agencies receiving funds for this program use their funding to provide food, shelter, rental assistance and serve meals for clients. Through coordinating efforts with these agencies with regard to their use of funding as well as ours, duplication of services is prevented. Assistance is given in a more efficient and effective manner building a more cohesive emergency service structure.

---

cc: Leslie Browder, County Executive, Planning and Budget Office
Aerin Toussaint, Budget Analyst Sr., Planning and Budget Office
Nicki Riley, CPA, Travis County Auditor
Cynthia Sayles, Auditor Analyst III, County Auditors Office
Cyd Grimes, C.P.M., C.P.P.O., Travis County Purchasing Agent
Mary Etta Gerhardt, Assistant County Attorney
Jim Lehrman, Division Director, Family Support Services

EMERGENCY FOOD AND SHELTER NATIONAL BOARD PROGRAM
PHASE 31 LOCAL RECIPIENT ORGANIZATION CERTIFICATION

By signing this Local Recipient Organization (LRO) Certification Form, our agency certifies we have read and understand the Emergency Food and Shelter Program (EFSP) Phase 30 Responsibilities and Requirements Manual and Phase 31 Addendum, including the Grant Agreement Articles, Financial Terms and Conditions, and Other Terms and Conditions as well as the Eligible and Ineligible Costs and Documentation sections and agree to comply with all program requirements. Our agency understands that all parties will be held accountable for complying with the provisions of the grant as well as full compliance with applicable requirements of all other Federal laws, Executive Orders, regulations, and policies governing this program including those not specifically stated in the Manual and the accompanying Phase 31 Addendum. All appropriate staff and volunteers have been informed of EFSP requirements. The Local Board has been provided and we have retained a copy of this form for our records.

I certify that my public or private agency:

- Has the capability to provide emergency food and/or shelter services.
- Will use funds to supplement/extend existing resources and not to substitute or reimburse ongoing programs and services.
- Is nonprofit or an agency of government.
- Will not use EFSP funds as a cost-match for other Federal funds or programs.
- Has an accounting system, and will pay all vendors by an approved method of payment.
- Understands that cash payments (including petty cash) are not eligible under EFSP.
- Conducts an independent annual review if receiving $25,000-$49,999/an independent annual audit if receiving $50,000 or more in EFSP funds, and an OMB Circular A-133 if receiving $500,000 or more in Federal funding.
- Has not received an adverse or no opinion audit.
- Is not debarred or suspended from receiving Federal funds.
- Has provided a Federal Employer Identification Number (FEIN) to EFSP.
- Has provided a Data Universal Number System (DUNS) number issued by Dun & Bradstreet (D&B) and required associated information to EFSP.
- Practices non-discrimination (agencies with a religious affiliation, will not refuse service to an applicant based on religion, nor engage in religious proselytizing or religious counseling in any program receiving Federal funds).
- Will not charge a fee to clients for EFSP funded services.
- Has a voluntary board if private, not-for-profit.
- Will provide all required reports to the Local Board in a timely manner; (i.e., Second Payment/Interim Request and Final Reports).
- Will expend monies only on eligible costs and keep complete documentation (copies of canceled LRO checks – front and back, other proof of payment, invoices, receipts, etc.) on all expenditures for a minimum of three years after end-of-program date, and for compliance issues until resolved.
- Will spend all funds and close-out the program by my jurisdiction's selected end-of-program date and return any unused funds ($5.00 or more) to the National Board.
- Will provide complete, accurate documentation of expenses to the Local Board, if requested, following my jurisdiction's selected end-of-program date.
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- Has no known EFSP compliance exceptions in this or any other jurisdiction.

☐ **Note: Check this box only if your Local Board has additional requirements beyond those of the National Board. The Local Board must attach a copy of those requirements to the Local Board Plan when submitted to the National Board.**

This form must be completed in its entirety. Please do not alter this form; any questions regarding the form should be directed to EFSP staff.

LRO ID (9 digits): 782400-002 **FEIN#:** 74-6000192 **DUNS #:** 030908842

LRO Name: Travis County through Travis County Health and Human Services and Veterans Services

Address: P.O. Box 1748

City/State/Zip: Austin, TX 78767

Phone #: (512) 854-4100 **Fax #:** (512) 279-2197 **Email:** jim.lehrman@co.travis.tx.us

Print Name: Samuel T. Biscoe, Travis County Judge

BY Signature: Samuel T. Biscoe **Date:** Oct. 28, 2013

Created 11-07-13 @ 1:45 pm

EMERGENCY FOOD AND SHELTER NATIONAL BOARD PROGRAM
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Print Name: Samuel T. Biscoe, Travis County Judge

BY Signature: Samuel T. Biscoe **Date:** Oct. 28, 2013

Created 11-07-13 @ 4:45 pm

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Print Name: Samuel T. Biscoe, Travis County Judge

BY Signature: Samuel T. Biscoe **Date:** Oct. 28, 2013

Created 11-07-13 @ 4:45 pm

Travis County Commissioners Court Agenda Request

Meeting Date: 11/12/13
Prepared By/Phone Number: Cynthia Lam-Roldan, 854-4822
Elected/Appointed Official/Dept. Head: Leslie Browder, 854-9106
Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:
Consider and take appropriate action on the following items for Human Resources Management Department:

A. Proposed routine personnel amendments; and
B. Non-routine request from the Justice of the Peace Precinct 2 for a variance to Travis County Code Chapter §10.0155, Employment of Special Project Employees.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
Consider and take appropriate action on the following items for Human Resources Management Department:

A. Routine Personnel Actions – Pages 2 – 6.

B. Non-Routine Personnel Action – Pages 7 - 9.

Justice of the Peace Precinct 2 requests approval to extend a Special Project Employee position for an additional year. Travis County Code §10.0155 Employment of Special Project Employees specifies that the duration is expected to last more than 6 months and less than 2 years. HRMD recommends approval of the proposed extension. PBO has confirmed funding.

If you have any questions or comments, please contact Todd L. Osburn at 854-2744.

STAFF RECOMMENDATIONS:
N/A

ISSUES AND OPPORTUNITIES:
N/A

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

Human Resources Management Department

700 Lavaca Street, 4th Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX (512) 854-9757

November 12, 2013

ITEM # :

DATE: November 1, 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

FROM: Debbie Maynor, Director, HRMD

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 - 9.

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If you have any questions or comments, please contact Debbie Maynor at 854-9170 or Todd L. Osburn at 854-2744.

LB/DM/TLO

Attachments
cc: Planning and Budget Department
County Auditor
County Auditor-Payroll (Certified copy)
County Clerk (Certified copy)

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
New Hire	New Hire	10/28/2013	N/A	N/A	1700 - Transportation and Nat Rsrc	30004658 / Accountant / 1 - Regular / 01 - Full Time Exempt / GRD17 / 00 / $43,180.80
New Hire	New Hire	10/28/2013	N/A	N/A	1700 - Transportation and Nat Rsrc	30004665 / Accountant Assoc / 1 - Regular / 02 - Full Time Non-Exempt / GRD14 / 00 / $37,211.20
New Hire	New Hire	10/21/2013	N/A	N/A	3100 - County Attorney	30000900 / Office Specialist / 1 - Regular / 02 - Full Time Non-Exempt / GRD12 / 00 / $31,657.60
New Hire	New Hire	10/25/2013	N/A	N/A	3150 - County Clerk	30006713 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / $12.00
New Hire	New Hire	10/09/2013	N/A	N/A	3150 - County Clerk	30006652 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / $14.00
New Hire	New Hire	10/09/2013	N/A	N/A	3150 - County Clerk	30006747 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / $14.00
New Hire	New Hire	10/16/2013	N/A	N/A	3150 - County Clerk	30006832 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / $14.00
New Hire	New Hire	11/18/2013	N/A	N/A	3500 - Sheriff	30003162 / Dispatch Specialist 911 / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / $43,260.67

Created 11-07-13 @ 4:45 pm

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	11/12/2013	N/A	N/A	3500 - Sheriff	30002465 / Office Specialist Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / $30,238.83
New Hire	New Hire	11/18/2013	N/A	N/A	3500 - Sheriff	30003147 / Dispatch Specialist 911 / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / $35,621.20
New Hire	New Hire	11/04/2013	N/A	N/A	3600 - Pretrial Services	30003915 / Pretrial Officer I / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / $37,024.00
New Hire	New Hire	11/04/2013	N/A	N/A	3600 - Pretrial Services	30003930 / Pretrial Officer I / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / $37,024.00
New Hire	New Hire	11/01/2013	N/A	N/A	3650 - Juvenile Probation	30004039 / Office Asst / 1 - Regular / 02 - Full Time Non-Exempt / GRD10 / 00 / $25,417.60
New Hire	New Hire	11/04/2013	N/A	N/A	3650 - Juvenile Probation	30004184 / Juvenile Detention Office / 2 - Temporary / 05 - Hourly - Retmt / GRD12 / 00 / $13.59
Re-Hire	Re-Hire	10/25/2013	N/A	N/A	1450 - Facilities Management	30000578 / Custodian / 2 - Temporary / 05 - Hourly - Retmt / GRD07 / 00 / $10.00
Re-Hire	Re-Hire	10/29/2013	N/A	N/A	1700 - Transportation and Nat Rsrc	30004852 / Park Tech I / 2 - Temporary / 05 - Hourly - Retmt / GRD08 / 00 / $11.00
Re-Hire	Re-Hire	10/29/2013	N/A	N/A	1700 - Transportation and Nat Rsrc	30004922 / Park Tech I / 2 - Temporary / 05 - Hourly - Retmt / GRD08 / 00 / $11.00

Created 11-07-13 @ 4:45 pm

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

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Re-Hire	Re-Hire	10/29/2013	N/A	N/A	1700 - Transportation and Nat Rsrc	30004873 / Park Tech II / 2 - Temporary / 05 - Hourly - Retmt / GRD10 / 00 / $12.00
Re-Hire	Re-Hire	10/29/2013	N/A	N/A	1700 - Transportation and Nat Rsrc	30004923 / Park Tech I / 2 - Temporary / 05 - Hourly - Retmt / GRD08 / 00 / $11.00
Re-Hire	Re-Hire	11/04/2013	N/A	N/A	3500 - Sheriff	30002068 / Office Specialist Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / $32,052.80
Mobility	Career Ladder	10/01/2013	1600 - Juvenile Public Defender	30003944 / Attorney I / 1 - Regular / 01 - Full Time Exempt / GRD22 / 00 / $58,958.85	1600 - Juvenile Public Defender	30003944 / Attorney II / 1 - Regular / 01 - Full Time Exempt / GRD23 / 00 / $63,044.80
Mobility	Career Ladder	11/06/2013	3100 - County Attorney	30000822 / Attorney III / 1 - Regular / 01 - Full Time Exempt / GRD25 / 00 / $70,138.75	3100 - County Attorney	30000822 / Attorney IV / 1 - Regular / 01 - Full Time Exempt / GRD27 / 00 / $77,956.53
Mobility	Career Ladder	11/06/2013	3100 - County Attorney	30000849 / Attorney VI / 1 - Regular / 01 - Full Time Exempt / GRD29 / 00 / $91,943.67	3100 - County Attorney	30000849 / Attorney VII / 1 - Regular / 01 - Full Time Exempt / GRD30 / 00 / $96,540.85
Mobility	Career Ladder	11/02/2013	3100 - County Attorney	30000772 / Attorney IV / 1 - Regular / 01 - Full Time Exempt / GRD27 / 00 / $80,295.23	3100 - County Attorney	30000772 / Attorney V / 1 - Regular / 01 - Full Time Exempt / GRD28 / 00 / $84,309.99
Mobility	Career Ladder	11/16/2013	3100 - County Attorney	30000752 / Attorney IV / 1 - Regular / 01 - Full Time Exempt / GRD27 / 00 / $80,295.23	3100 - County Attorney	30000752 / Attorney V / 1 - Regular / 01 - Full Time Exempt / GRD28 / 00 / $84,309.99
Mobility	Career Ladder	11/06/2013	3100 - County Attorney	30000720 / Attorney III / 1 - Regular / 01 - Full Time Exempt / GRD25 / 00 / $70,138.75	3100 - County Attorney	30000720 / Attorney IV / 1 - Regular / 01 - Full Time Exempt / GRD27 / 00 / $77,956.53

Created 11-07-13 @ 4:45 pm

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Mobility	Interdpt Change	11/18/2013	3650 - Juvenile Probation	30004178 / Juvenile Detention Officer II / 1 - Regular / 02 - Full Time Non-Exempt / GRD14 / 00 / $33,315.82	3500 - Sheriff	30002607 / Security Coord / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / $32,968.00
Mobility	Lateral Transfer	10/29/2013	1700 - Transportation and Nat Rsrc	30004866 / Park Tech I / 2 - Temporary / 06 - Hourly - No Bnf / GRD08 / 00 / $11.00	1700 - Transportation and Nat Rsrc	30004888 / Park Tech I / 2 - Temporary / 05 - Hourly - Retmt / GRD08 / 00 / $11.00
Mobility	Lateral Transfer	10/01/2013	1850 - Health and Human Sv and Vet Sv	30050851 / Interpreter Sign Language IV / 2 - Temporary / 06 - Hourly - No Bnf / GRD22 / 00 / $34.00	1850 - Health and Human Sv and Vet Sv	30050851 / Interpreter Sign Language IV / 2 - Temporary / 05 - Hourly - Retmt / GRD22 / 00 / $34.00
Mobility	Promotion	10/16/2013	3300 - District Attorney	30001273 / Accountant Assoc / 1 - Regular / 02 - Full Time Non-Exempt / GRD14 / 00 / $34,321.25	3300 - District Attorney	30001273 / Accountant / 1 - Regular / 01 - Full Time Exempt / GRD17 / 00 / $39,615.06
Mobility	Promotion	10/28/2013	3500 - Sheriff	30002326 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 04 / $51,855.02	3500 - Sheriff	30051638 / Corrections Sergeant / 1 - Regular / 02 - Full Time Non-Exempt / GRD88 / 04 / $77,201.90
Mobility	Promotion	10/28/2013	3500 - Sheriff	30002647 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / $48,226.26	3500 - Sheriff	30051639 / Corrections Sergeant / 1 - Regular / 02 - Full Time Non-Exempt / GRD88 / 01 / $72,920.02
Mobility	Promotion	10/28/2013	3500 - Sheriff	30002356 / Certified Peace Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD84 / 09 / $62,564.11	3500 - Sheriff	30002646 / Corrections Sergeant / 1 - Regular / 02 - Full Time Non-Exempt / GRD88 / 09 / $84,503.95
Mobility	Promotion	10/28/2013	3500 - Sheriff	30002135 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 06 / $54,373.90	3500 - Sheriff	30051640 / Corrections Sergeant / 1 - Regular / 02 - Full Time Non-Exempt / GRD88 / 06 / $80,099.97

Created 11-07-13 @ 4:45 pm

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Mobility	Promotion	10/28/2013	3500 - Sheriff	30002311 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 05 / $53,099.49	3500 - Sheriff	30002708 / Corrections Sergeant / 1 - Regular / 02 - Full Time Non-Exempt / GRD88 / 05 / $78,683.90
Mobility	Promotion	11/01/2013	3500 - Sheriff	30002175 / Certified Peace Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD84 / 14 / $71,214.00	3500 - Sheriff	30002113 / Corrections Sergeant / 1 - Regular / 02 - Full Time Non-Exempt / GRD88 / 14 / $92,223.46
Mobility	Reclassification	10/01/2013	3500 - Sheriff	30003033 / Engineering Tech / 1 - Regular / 02 - Full Time Non-Exempt / GRD14 / 00 / $39,582.34	3500 - Sheriff	30003033 / Engineering Specialist / 1 - Regular / 01 - Full Time Exempt / GRD18 / 00 / $48,955.95
Mobility	Reclassification	10/01/2013	3500 - Sheriff	30001917 / Accounting Clerk / 1 - Regular / 02 - Full Time Non-Exempt / GRD12 / 00 / $35,660.25	3500 - Sheriff	30001917 / Accountant Assoc / 1 - Regular / 02 - Full Time Non-Exempt / GRD14 / 00 / $40,051.48
Mobility	Reclassification	10/01/2013	3500 - Sheriff	30001901 / Planner / 1 - Regular / 01 - Full Time Exempt / GRD19 / 00 / $47,016.68	3500 - Sheriff	30001901 / Planner Sr / 1 - Regular / 01 - Full Time Exempt / GRD21 / 00 / $52,980.83
Mobility	Reclassification	10/01/2013	3500 - Sheriff	30001921 / Accounting Clerk / 1 - Regular / 02 - Full Time Non-Exempt / GRD12 / 00 / $38,585.06	3500 - Sheriff	30001921 / Accountant Assoc / 1 - Regular / 02 - Full Time Non-Exempt / GRD14 / 00 / $43,336.45
Salary Change	Salary/Hourly Rate Change	10/16/2013	3150 - County Clerk	30000926 / Customer Support Analyst I / 1 - Regular / 01 - Full Time Exempt / GRD20 / 00 / $54,481.23	3150 - County Clerk	GRD20 / 00 / $60,000.00
Salary Change	Salary/Hourly Rate Change	10/18/2013	3415 - Justice of the Peace Pct 4	30001695 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / $35,820.93	3415 - Justice of the Peace Pct 4	GRD13 / 00 / $36,153.60

Created 11-07-13 @ 4:45 pm

NON-ROUTINE ACTION – SPECIAL PROJECT EMPLOYEE POSITION EXTENSION		
Personnel Area	**Positions**	**Position Title**
3405 – Justice of the Peace Pct 2	30005870	Accounting Clerk

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: November 1, 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 & Budget

FROM: Debbie Maynor, Director of HRMD

SUBJECT: JP 2 Special Project Position 30005870 – End Date Extension

HRMD requests Commissioners Court to discuss and consider the following action.

JP 2 Request:

Justice of the Peace, Precinct #2 (JP 2) requests the extension of one Special Project position. Typically, Commissioners Court will approve a Special Project position for up two years. After the two year period, special approval for extension of positions is required by Commissioners Court. JP 2 is requesting extension of position #30005870 (PG 12). This position is an Accounting Clerk position.

Policy:

Travis County Code §10.0155(c)(1) stipulates that special project employees have a duration of six months to two years. Section 10.0155(d) states that extension of Special Project employees can be approved at any voting session of the Commissioners Court.

Recommendation:

HRMD recommends approval of the proposed end date extension. The Planning and Budget Office (PBO) has confirmed that the positions is budgeted for FY 2014 and has included them in the budget approved by Commissioners Court on September 24, 2013. The extension would be effective through November 8, 2014.

JUDGE GLENN BASS

JUSTICE OF THE PEACE, PRECINCT TWO
TRAVIS COUNTY, TEXAS
10409 Burnet Road, Suite 180, Austin, Texas 78758

Criminal Division ***512-854-4545*** | ***Fax: 512-854-4535*** | ***Civil Division*** ***512-854-6367***

DATE: OCTOBER 30, 2013

TO: TODD OSBORN, HRMD
COMPENSATION MANAGER
CYNTHIA LAM ROLAN, HRMD
HR ANALYST II

FROM: JUDGE GLENN BASS
JUSTICE OF THE PEACE, PCT. TWO
CINDY MULLER, JP2
OFFICE MANAGER, SR.

SUBJECT: SPECIAL PROJECT WORKER EXTENSION

We are requesting that our Special Project Accounting Clerk be extended for another year. We once again asked for this position to be made permanent in the FY14 budget process, but were informed by PBO it would remain only as a Special Project Employee at this time.

The position number for this Special Project Accounting Clerk is 30005870.

Thank you for considering this request. If any questions, please do not hesitate to call, the direct line is 512-854-4521.

9

Created 11-07-13 @ 4:45 pm

Travis County Commissioners Court Agenda Request

Meeting Date: November 12, 2013
Prepared By/Phone Number: Norman McRee/854-4821
Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning & Budget
Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

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 $761,418.64 for the period of October 25 to October 31, 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 $761,418.64.

ISSUES AND OPPORTUNITIES:

See attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (8956) – $761,418.64

REQUIRED AUTHORIZATIONS:

John Rabb, 854-2742
Jessica Rio, 854-9106

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE:	November 12, 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:	October 25, 2013 to October 31, 2013
REIMBURSEMENT REQUESTED FOR THIS PERIOD:	$761,418.64
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 $761,418.64.

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

OCTOBER 25, 2013 TO OCTOBER 31, 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.

Created 11-07-13 @ 4:45 pm

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE:	November 12, 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: October 25, 2013
TO: October 31, 2013

REIMBURSEMENT REQUESTED: $ 761,418.64

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	$	2,185,031.45
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: Nov 5, 2013	$	(1,423,282.56)
Misc Adj	$	(330.25)
TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK:**	**$**	**761,418.64**
TRANSFER OF FUNDS REQUESTED:	**$**	**761,418.64**

The claims have been audited for eligibility and all were eligible in the period covered by the claim.

All claims over $25,000 (2 this week totaling $106,445.83) 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 ($100,308.49) 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 $275,000 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 $0.

All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

I certify that all data listed on this recommendation for transfer of funds is correct and that the payments shown have been made solely for the purpose of health insurance claims.

John Rabb, Benefits Manager — Date 11/4/13

Shannon Steele, Benefits Administrator — Date 11/4/13

Norman McRee, Financial Analyst — Date 11/1/13

** Agrees to the total payments for this period per the check register received from UHC. See the final page of this period's check register attached.

Created 11-07-13 @ 4:45 pm

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE:	November 12, 2013
TO:	Nicki Riley, County Auditor
FROM:	Norman McRee, HR Financial Analyst
COUNTY DEPT.	Human Resources Management Department (HRMD)

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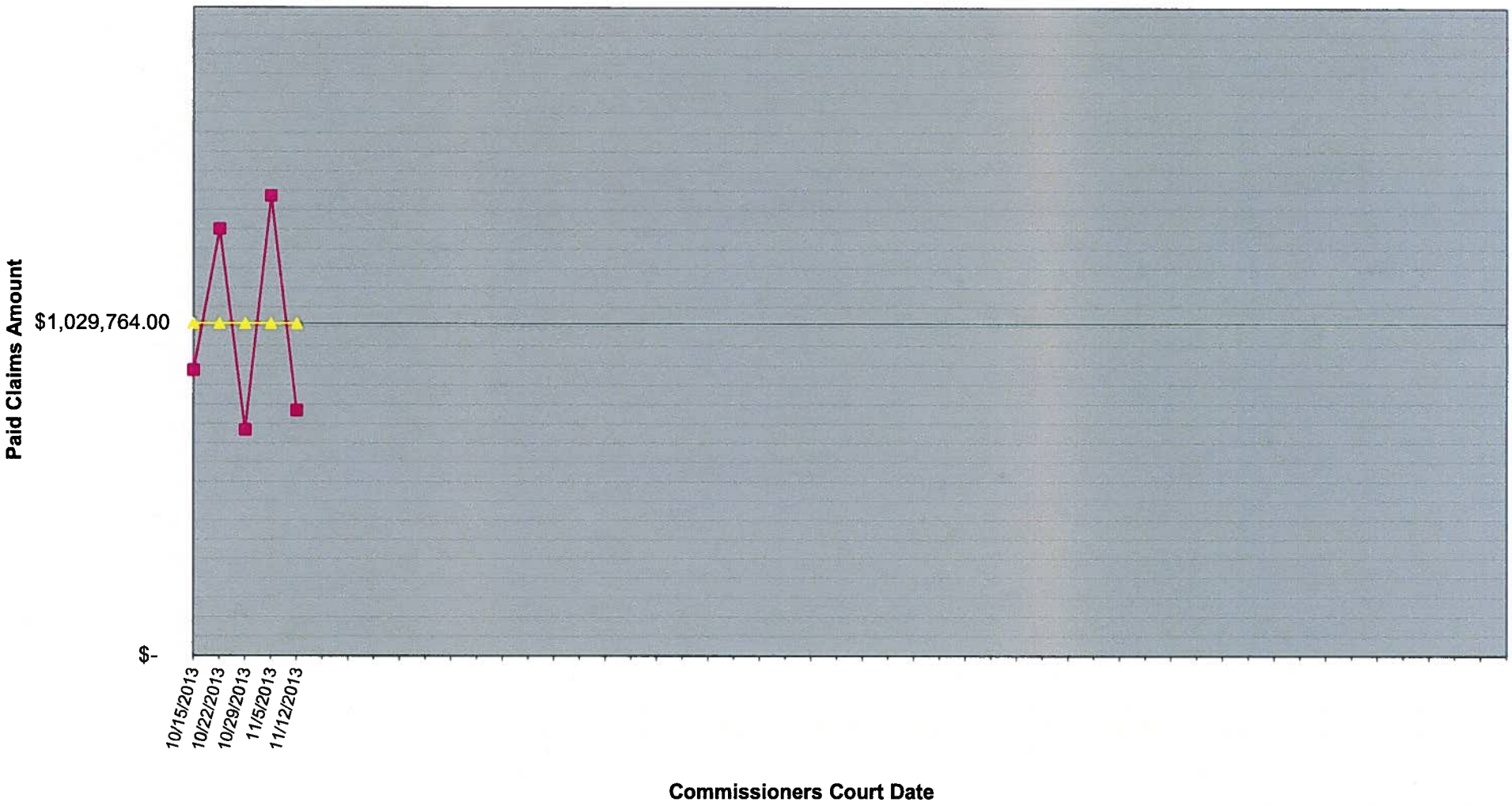
Shannon Steele, Benefits Administrator — Date 11/4/13

Norman McRee, Financial Analyst — Date 11/1/13

** Agrees to the total payments for this period per the check register received from UHC. See the final page of this period's check register attached.

Created 11-07-13 @ 4:45 pm

Travis County Employee Benefit Plan
FY14 Paid Claims vs Weekly Claims Budget of $1,029,764.52



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Created 11-07-13 @ 4:45 pm

Travis County Employee Benefit Plan
FY14 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 2014 % of Budget Spent	FY 2013 % of Budget Spent
1	9/27/2013	10/3/2013	10/15/2013	$ 885,221.27	$ 1,029,764.52	5	$ 195,295.06	1.65%	1.68%
2	10/4/2013	10/10/2013	10/22/2013	$ 1,321,181.23	$ 1,029,764.52	1	$ 164,720.00	4.12%	4.42%
3	10/11/2013	10/17/2013	10/29/2013	$ 701,263.92	$ 1,029,764.52	1	$ 82,224.03	5.43%	6.07%
4	10/18/2013	10/24/2013	11/5/2013	$ 1,423,282.56	$ 1,029,764.52	4	$ 168,709.40	8.09%	8.24%
5	10/25/2013	11/1/2013	11/12/2013	$ 761,418.64	$ 1,029,764.52	2	$ 106,445.83	9.51%	9.25%
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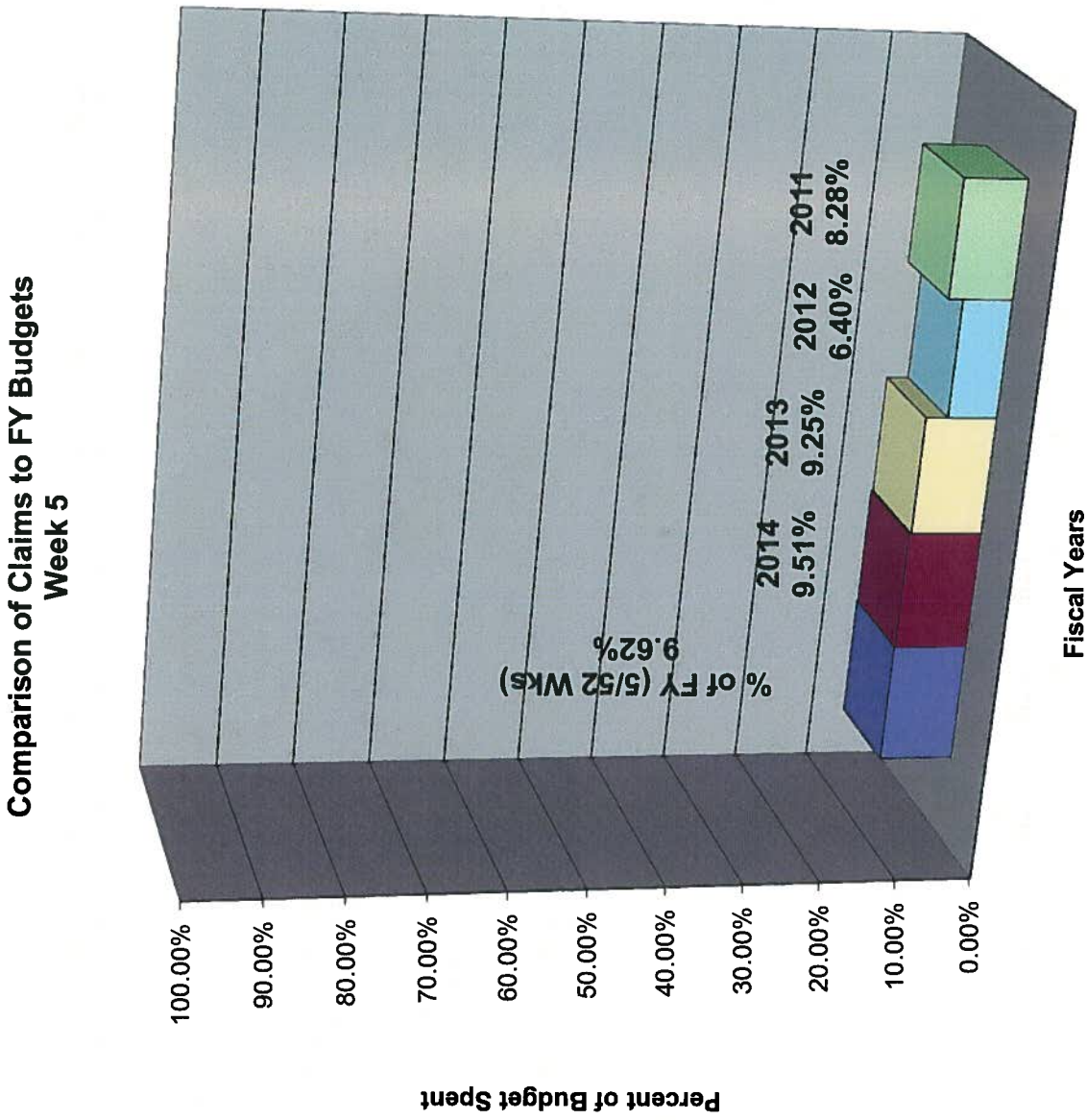
Claims (net) & Budget to Date	$ 5,092,367.62	$ 5,148,822.60	stop loss $ -
Gross Paid Claims over (under) Original Budget		$ (56,454.98)	

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 5
100.00%
90.00%
80.00%
70.00%
60.00%
50.00%
40.00%
30.00%
20.00%
10.00%
0.00%
Percent of Budget Spent
% of FY (5/52 Wks)
9.62%
2014
9.51%
2013
9.25%
2012
6.40%
2011
8.28%
Fiscal Years

Help | Forget me on this computer (Log Out)

CISCO

Secured Message

Reply ReplyAll

From: SIFSFAX@UHC.COM
To: NORMAN.MCREE@CO.TRAVIS.TX.US
Date: November 1, 2013 5:57:01 AM GMT
Subject: Secure Message from sifsfax@uhc.com

TO: NORMAN MCREE
FAX NUMBER: (512) 854-3128
PHONE: (512) 854-3828

FROM: UNITEDHEALTH GROUP
AB5

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2013-11-01 REQUEST AMOUNT: $2,185,031.45

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: 2013-10-31	$559,117.00
- REQUIRED BALANCE TO BE MAINTAINED:	$2,668,041.00
+ PRIOR DAY REQUEST:	$00.00
= UNDER DEPOSIT:	$2,108,924.00
+ CURRENT DAY NET CHARGE:	$76,107.45
+ ISSUED CREDIT AMOUNT:	$00.00
+ FUNDING ADJUSTMENTS:	$00.00
REQUEST AMOUNT:	$2,185,031.45

ACTIVITY FOR WORK DAY: 2013-10-25

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	$24,027.52	$00.00	$24,027.52
TOTAL:	$24,027.52	$00.00	$24,027.52

ACTIVITY FOR WORK DAY: 2013-10-28

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE

5

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2013_10_31

Created 11-07-13 @ 4:45 pm

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	11911091	AH	1	10/28/2013	100	10/30/2013	10/31/2013
701254	632	$ 0.01	QG	11911091	AH	1	10/28/2013	100	10/30/2013	10/31/2013
701254	632	$ 0.01	QG	11911091	AH	1	10/28/2013	100	10/30/2013	10/31/2013
701254	632	$ 0.01	QG	11911091	AH	1	10/28/2013	100	10/30/2013	10/31/2013
701254	632	$ 0.01	QG	11911091	AH	5	10/28/2013	100	10/30/2013	10/31/2013
701254	632	$ 0.01	QG	11911091	AH	9	10/28/2013	100	10/30/2013	10/31/2013
701254	632	$ 0.01	QG	11911091	AH	9	10/28/2013	100	10/30/2013	10/31/2013
701254	632	$ 0.01	QG	11911091	AH	8	10/28/2013	100	10/30/2013	10/31/2013
701254	632	$ 0.01	QG	11911091	AH	1	10/28/2013	100	10/30/2013	10/31/2013
701254	632	$ 0.01	QG	11911091	AE	6	10/28/2013	100	10/30/2013	10/31/2013
701254	632	$ 0.01	QG	11911091	AA	1	10/28/2013	100	10/30/2013	10/31/2013
701254	632	$ 0.01	QG	11911091	AA	7	10/28/2013	100	10/30/2013	10/31/2013
701254	632	$ (0.27)	OB	18	AH	7	10/28/2013	54MA	10/31/2013	10/31/2013
701254	632	$ (4.20)	OB	18	AE	9	10/28/2013	54MA	10/31/2013	10/31/2013
701254	632	$ (27.00)	QG	71210317	AA	1	10/23/2013	50	10/29/2013	10/31/2013
701254	632	$ (71.76)	QG	41788684	AA	7	10/23/2013	50	10/29/2013	10/31/2013
701254	632	$ (90.00)	QG	81819237	AH	9	10/23/2013	50	10/29/2013	10/31/2013
701254	632	$ (406.12)	QG	21778660	AH	1	10/25/2013	50	10/31/2013	10/31/2013
701254	632	$ (529.20)	QG	61639631	AH	9	10/23/2013	50	10/29/2013	10/31/2013
701254	632	$ (586.18)	QG	11746282	AA	11	10/24/2013	50	10/30/2013	10/31/2013
701254	632	$ (606.33)	QG	21807252	AE	1	10/25/2013	50	10/31/2013	10/31/2013
701254	632	$ (4,856.50)	QG	21698663	AH	3	10/28/2013	50	10/30/2013	10/31/2013

$ 761,418.64

Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 10/31/2013

CONTR_#	*TRANS_AMT*	*SRS*	*CHK_#*	*GRP*	*CLAIM ACCT#*	*ISS_DATE*	*TRANS CODE*	*TRANS_DATE*

Total: $0.00

Created 11-07-13 @ 4:45 pm

Travis County - Employee Health Benefits Fund (8956)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 10/31/2013

Type	EE/RR	Cost Center	G/L Account	Transaction Amount	
CEPO	EE	1110068956	516010	$ 104,129.94	
	RR	1110068956	516110	$ 11,076.78	
			Total CEPO		$ 115,206.72
EPO	EE	1110068956	516030	$ 161,568.45	
	RR	1110068956	516130	$ 27,025.36	
			Total EPO		$ 188,593.81
PPO	EE	1110068956	516020	$ 406,378.72	
	RR	1110068956	516120	$ 51,239.39	
			Total PPO		$ 457,618.11
			Grand Total		$ 761,418.64

Travis County Commissioners Court Agenda Request

Meeting Date: November 12, 2013
Prepared By/Phone Number: Travis R. Gatlin, 854-9065
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 RECOMMENDATIONS ON THE USE OF EXISTING CERTIFICATES OF OBLIGATION BALANCES AND A CORRECTION TO THE FY 2014 ADOPTED CERTIFICATES OF OBLIGATION PROJECT LIST.

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 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.

Created 11-07-13 @ 4:45 pm

PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Commissioners Court

FROM: Travis R. Gatlin, Assistant Budget Director

DATE: November 12, 2013

SUBJECT: Use of Existing Certificates of Obligation (COs) for FY 2014 Capital Items and Correction to FY 2014 Project List

Use of Existing Balances

The Planning and Budget Office annually recommends funding an eligible subset of budgeted capital projects with available existing balances from previously issued COs instead of issuing new debt. This process, informally known as "scrubbing", involves thorough review and collaboration with the County Attorney's Office and the County Auditor's Office. The Planning and Budget Office is making these recommendations after the actual balances from the close of prior fiscal year are known, but before the Court has finalized its COs project list in order to maximize the benefits of this process and to help ensure accuracy.

We have identified the Building 12 Boiler Upgrade Project, Phase II of the Upgrade to Perimeter Security Fencing at the Travis County Correctional Complex, and the purchase of centrally budgeted vehicles and heavy equipment as approved projects that can use available COs. The identified resources would fully fund the Building 12 Boiler Upgrade Project and partially fund the remaining projects with the needed project balances included in the spring issuance. These recommendations have been reviewed with the County Attorney's Office and County Auditor's Office to ensure that the projects meet the specific legal and accounting guidelines for the use of the existing COs. As in years past, the Planning and Budget Office has aggressively tried to identify all potential resources from existing COs in order to reduce the proposed spring issuance and efficiently use existing resources. These balances represent a combination of project savings and investment income. In the event there are cost overruns or accounting adjustments such a change in fair market value of invested proceeds, the General Fund may be required to cover any shortfall. The Planning and Budget Office does not believe such circumstances are likely. Attached is a table with additional details for the recommendations that total $1,719,779. They are summarized by project, funding source and amount below.

Results of "Scrubbing"			
Project	**Department**	**Amount**	**Fund**
Building 12 Boiler Upgrade Project	TCSO	$534,520	4038 (2003 COs)
Phase II of Upgrade to Perimeter Security Fencing at the TCCC	TCSO	65,000	4081 (2013 COs)
Subtotal for Travis County Sheriff's Office		**$599,520**	
Centrally Budgeted Vehicles and Heavy Equipment	TNR	241,065	4059 (2009 COs)
Centrally Budgeted Vehicles and Heavy Equipment	TNR	378,072	4063 (2010 COs)
Centrally Budgeted Vehicles and Heavy Equipment	TNR	81,122	4068 (2011 COs)
Centrally Budgeted Vehicles and Heavy Equipment	TNR	420,000	4072 (2012 COs)
Subtotal for Transportation and Natural Resources		**$1,120,259**	
Total of "Scrubbing" Recommendations		**$1,719,779**	

The FY 2014 Adopted Budget includes a proposed issuance of $20,904,150 in COs. This is before the addition of the final approved amount for the Maha Loop Road: Pearce Lane to State Highway 71 Project or other changes that might be made by the Commissioners Court. With the Planning and Budget Office's recommendation to reallocate $1,719,779 of existing COs, the revised project list based on the adopted budget is $19,184,371. The Planning and Budget Office also requests approval to process the scrub related budget amendments to move resources from the applicable COs allocated reserves to departments to be processed as an automatic.

Correction to FY 2014 Project List

The FY 2014 Adopted Budget included $619,000 for Facility Management's Granger Building Renovations Project that inadvertently remained after the Commissioners Court approved an internal reallocation to fund this phase of the project with FY 2013 resources. The Planning and Budget Office considers removing the project a technical correction. Removing the $619,000 in funding from the project list along with the scrub related recommendations would reduce the proposed list based on the Adopted Budget by $2,338,779 to a revised total of $18,565,371.

Additional Forthcoming Capital Items

The Planning and Budget Office is working to provide a debt presentation on November 19, 2013 that includes an updated FY 2014 project list. This analysis will reflect any approved changes related to the Maha Loop Road Project and can also incorporate any changes that Court may approve to be included in the FY 2014 debt issuance. The Planning and Budget also proposes to present any outstanding requests for reimbursement resolutions on November 26, 2013.

Please let me know if you have any questions.

cc: David Escamilla, County Attorney
John Hille, County Attorney's Office
Nicki Riley, County Auditor
Melinda Grahmann, Hannah York, County Auditor's Office
Leslie Browder, Jessica Rio, Diana Ramirez, Alan Miller, PBO
Steven Manilla, Cynthia McDonald, Donna Williams-Jones, Isabelle Lopez, Christina Jensen, Mike Joyce, TNR
Roger El-Khoury, John Carr, Amy Draper, FMD
Greg Hamilton, Travis County Sheriff
Major Darren Long, Captain Michael Gottner, Captain Wes Priddy, Paul Mathews, Maria Wedhorn, Meg Seville, TCSO

Detailed Summary of Available Certificates of Obligation for FY 2014 Approved Capital Projects and Remaining Balances After Proposed Reallocations

From/ To	Fund	Dpt	Dpt Name	Actual Comm Item Description	Amount
From	4038	149	Reserves	Reserves-Allocated	577,429.61
To	4038	137	TCSO	Departmental Commitment Items for Building 12 Boiler Upgrade Project	534,520.00
	Reserve Balance				42,909.61
From	4059	198	Reserves	Reserves-Allocated	241,065.80
To	4059	149	TNR	Departmental Commitment Items for Centrally Budgeted Vehicles	241,065.00
	Reserve Balance				0.80
From	4063	198	Reserves	Reserves-Allocated	378,072.95
To	4063	149	TNR	Departmental Commitment Items for Centrally Budgeted Vehicles	378,072.00
	Reserve Balance				0.95
From	4068	198	Reserves	Reserves-Allocated	81,122.01
To	4068	149	TNR	Departmental Commitment Items for Centrally Budgeted Vehicles	81,122.00
	Reserve Balance				0.01
From	4072	198	Reserves	Reserves-Allocated	688,507.56
To	4072	149	TNR	Departmental Commitment Items for Centrally Budgeted Vehicles	420,000.00
	Reserve Balance*				268,507.56
From	4081	198	Reserves	Reserves-Allocated	214,243.03
To	4081	137	TCSO	Departmental Commitment Items for Phase II of Upgrade to Perimeter Security Fencing at the TCCC	65,000.00
	Reserve Balance				149,243.03
Total Amount From Existing Cerrificates of Obligation					$ 1,719,779.00

*The Facilities Management Department will soon present a request to reduce the Allocated Reserve in Fund 4072 by $220,325.25 for funds that reverted to the ending balance 2013, but are needed to complete an approved project. The balance after this transfer would be $48,182.31.

Travis County Commissioners Court Agenda Request

Meeting Date: November 12, 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 Frate Barker Road Improvements, IFB No. B1306-021-JW, to the low bidder, Capital Excavation Construction Company.

- **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 Frate Barker Road Improvements project is for the improvement of 1.3 miles of Frate Barker Road, between Brodie Lane and Manchaa Road, where the road will be widened to five (5) lanes from Manchaca Road to Buckingham Gate Drive, and to three (3) lanes from Buckingham Gate Drive to Brodie Lane. Also to be included with these improvements are a bicycle lane and a sidewalk on each side of the road. Part of the construction costs of this project are funded through an Advance Funding Agreement with the Texas Department of Transportation (TxDoT).
- Subject IFB opened on July 26, 2013, with four (4) bids received in response to the solicitation. The apparent low bidder is Capital Excavaton Construction Company with a base bid of $6,354,214.91.
- TNR is recommending for contract award Capital Excavation Construction Company for the Base Bid amount of $6,354,214.91, in conjuction with the action the Commissioners Court takes 10/29 regarding Additive Alternate 1, in the amount of $245,000.00, for tree relocation. Purchasing concurs with TNR's recommendation, and since the project is one that is a federally funded project, subsequent TxDoT concurence is required, and has been received (see TxDoT's memo).

- **Contract Expenditures:** Within the last N/A months $0.00 has been spent against this contract/requirement.

- **Contract-Related Information:**
  Award Amount: $6,354,214.91
  Contract Type: Construction
  Contract Period: 356 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 not a HUB
  % HUB Subcontractor: 11.8%

- **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: 300000318
  ☒ Fund Center(s): 1490190000, 1498000001
  ☐ Comments:

Texas Department of Transportation
125 EAST 11TH STREET | AUSTIN, TEXAS 78701-2483 | (512) 463-8700 | WWW.TXDOT.GOV

September 4, 2013

Joe Gieselman
Executive Manager
Travis County Transportation and Natural Resources
P.O. Box 1748
Austin, Texas 78767-1748

Attn: Steve Manilla

Travis County
Control: 0914-04-242
Project: STP 2007(648)MM
CS: On Frate Barker from Brodie Lane
To Manchaca

Dear Mr. Gieselman:

Please find attached a copy of TxDOT's Concurrence with Award for the bid opening on the above referenced project. The document authorizes Travis County to proceed with contract execution with Capital Excavation Company.

Mr. Ben Engelhardt, South Austin Area Engineer, will be the Responsible Person in Charge (RPIC) on this project and may be contacted at 512-282-2113. His office will serve as the primary contact during the construction phase and will provide periodic inspection as required to meet Federal requirements. Please contact him for attendance at the pre-construction conference.

Travis County billing statements requesting reimbursement should be submitted directly to the responsible area office with appropriate documentation which details the work completed. The attached Certification form must be submitted with each billing statement.

Travis County should keep TxDOT updated of changes in the project status to allow for any necessary coordination. The County must submit any modifications made to the contract by Change Order to TxDOT for approval prior to execution. This requirement is necessary to ensure the modifications are in compliance with Federal regulations.

If you have any questions or need assistance, please contact me at 512-832-7133.

Sincerely,

James R. Chamberlin
Austin District Design

Attachments
cc: Ben Engelhardt, P.E.

Texas Department of Transportation

RECEIVED
AUG 30 2013
DED

MEMO

August 28, 2013

RECEIVED
SEP 03 2013
Construction Division

To: John A. Barton, P.E.
Deputy Executive Director

From: John F. Obr, P.E.
Construction Division Director

Subject: Award of Local Let Project

Control: 0914-04-242
Project: STP 2007 (648) MM
Highway: CS
Travis County

The above referenced project has been reviewed. Travis county and the Austin District recommend awarding the contract to Capital Excavation Company. The total amount of the low bid was $6,599,214.91, which is 3.1 percent under the engineer's estimate of $6,811,564.50. Funds for this project are allocated in accordance with the Federal Project Authorization and Agreement (FPAA). The City is responsible for any costs above the maximum authorized federal amount.

There was one add alternate for this project.

Attached are the State Letter of Authority for locally let projects and the FPAA, indicating clearances for the following:

- Encroachments
- Relocation assistance
- Environmental

The acquisition of right of way and the adjustment of utilities are not anticipated to cause any delays to the contractor's operations.

We request your concurrence in the award of this project. If you have any questions, please call Brian Hohle at 512/416-2491.

I CONCUR

John A. Barton, P.E.
30 Aug 2013

Created 11-07-13 @ 4:45 pm

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

October 21, 2013

TO: Marvin Brice, C.P.P.B., Assistant Purchasing Agent

FROM: Steven M. Manilla, P.E., County Executive

SUBJECT: Frate Barker Road Improvements
Award of Construction Contract

CSJ 0914-04-242

Requested Agenda Item
TNR hereby requests that the Purchasing Department place an item on the Commissioners Court agenda for the November 5, 2013 voting session to award the construction contract for the proposed improvements to Frate Barker Road to the lowest responsive and responsible bidder, Capital Excavation Company.

Motion:

Consider and take appropriate action on the recommendation to award a roadway construction contract for the Frate Barker Road Project in Precincts Three and Four to Capital Excavation Construction Company.

Summary and Recommendations
Travis County, under the oversight of the Texas Department of Transportation (TxDOT), is developing the project to improve Frate Barker Road from Brodie Lane to Manchaca Road. This section of Frate Barker Road, about 1.3 miles long, is a two-lane rural arterial roadway. The proposed improvement includes the widening of the road to five lanes from Manchaca Road to Buckingham Gate Drive, and then three lanes from Buckingham Gate Drive to Brodie Lane. This curb and gutter roadway section will also include a bicycle lane and a sidewalk on each side of the road.

This project is consistent with the local transportation plan. The Capital Area Metropolitan Planning Organization (CAMPO) is the designated transportation planning organization for the Austin-area. CAMPO produces the long-range transportation plan. Included in the plan is a network of arterial roadways that are considered essential for meeting the transportation needs of this area. The existing and proposed arterial roadway is needed to distribute traffic as efficiently as possible within the network so that no one road takes the full burden.

There are two award options for this project:

- Base bid alone (i.e. the roadway construction)
- Base bid plus Additive Alternate 1 (i.e. road construction plus the 30" tree relocation)

TNR is taking to court an item on the October 29 voting session requesting the Commissioners Court to take action on whether to award the Additive Alternate bid or not. Purchasing could prepare two contracts for the Court; one for the base bid alone, and the other for the base bid plus the Additive Alternate bid. Purchasing and TNR staff has discussed this plan with the contractor.

Four bids were received. The bid prices for Capital Excavation are:

- Base Bid (roadway reconstruction) ----------$6,354,214.91
- Base Bid plus Additive Alternate Bid (roadway and tree relocation) ----- $6,599,214.91

The low responsive and responsible bidder is Capital Excavation. A copy of the bid tabulation is attached.

TNR recommends award of the construction contract to Capital Excavation Company for the Base Bid in conjunction with the action the Court takes regarding Additive Alternate 1.

Budgetary and Fiscal Impact

This project is funded jointly by the Federal Highway Administration (FHWA) and Travis County on an 80/20 Surface Transportation Project Metropolitan Mobility (STPMM) grant. The estimated project cost for funding purposes is $11,500,000.00 with FHWA committing to a maximum of $9,200,000.00 and the County committing to the rest of the cost and TxDOT administrative cost for a current projected total of $2,390,000.00. The project will also utilize $555,038.60 of fiscal posted by developers of the property abutting the roadway.

$6,599,214.91 of the budgeted funds is reserved in the following account for this contract award:

Funds Reservation: 0300000318			
WBS Element: RDCN.149.000005			
Fund	**Fund Center**	**GL**	**Amount**
2075	1490190000	522040	$ 5,279,371.92
4056	1490190000	522040	$ 910,372.65
0001	1498000001	522040	$ 409,470.34
Total Funds Reserved			**$ 6,599,214.91**

Project Information

Travis County, under the oversight of the Texas Department of Transportation (TxDOT), is developing the project to improve Frate Barker Road from Brodie Lane to Manchaca Road. This section of Frate Barker Road, about 1.3 miles long, is a two-lane rural arterial roadway. The proposed improvement includes the widening of the road to five lanes from Manchaca Road to Buckingham Gate Drive, and three lanes from Buckingham Gate Drive to Brodie Lane. This curb and gutter roadway section will also include a bicycle lane and a sidewalk on each side of the road.

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roadways that are considered essential for meeting the transportation needs of this area. The existing and proposed arterial roadway is needed to distribute traffic as efficiently as possible within the network so that no one road takes the full burden.

This project is funded jointly by the Federal Highway Administration (FHWA) and Travis County on an 80/20 Surface Transportation Project Metropolitan Mobility (STPMM) grant. The estimated project cost is $11,500,000.00, with FHWA committing to a maximum of $9,200,000.00, and the County committing to the rest of the cost and TxDOT administrative cost for a current projected total of $2,390,000.00. The project will also utilize $555,038.60 of fiscal posted by developers of the property abutting the roadway. This project has been approved for construction by TxDOT and FHWA.

Brodie Lane is a two-lane roadway running across Frate Barker Road from FM 1626 northwards (see Project Location Map). It carries a large volume of commuter traffic between southern Travis County and northern Hays County to and from places of employment in Austin. Brodie Lane is not designated as an arterial roadway and there are no plans to widen it to relieve congestion. Completing the proposed improvements to Frate Barker Road, a designated arterial, is one of several initiatives the Court approved in 2006 to help reduce cut-through traffic on Brodie Lane. Completion of the improvements will help facilitate the movement of traffic between Brodie Lane and Manchaca Road and desirably encourage more motorists to use Manchaca Road instead of Brodie Lane.

Contract award Timeline

TNR asks that this item be placed on the Court's agenda for the November 5, 2013 voting session. This date needs to be coordinated with the court date for the requested action on whether to relocate an existing tree or replace it, Additive Alternate 1. The expected court session date for that action is October 29, 2013. Per the conditions of the bid solicitation, this project should be awarded not later than November 29, 2013, 90 working days after the bid opening date of July 26, 2013.

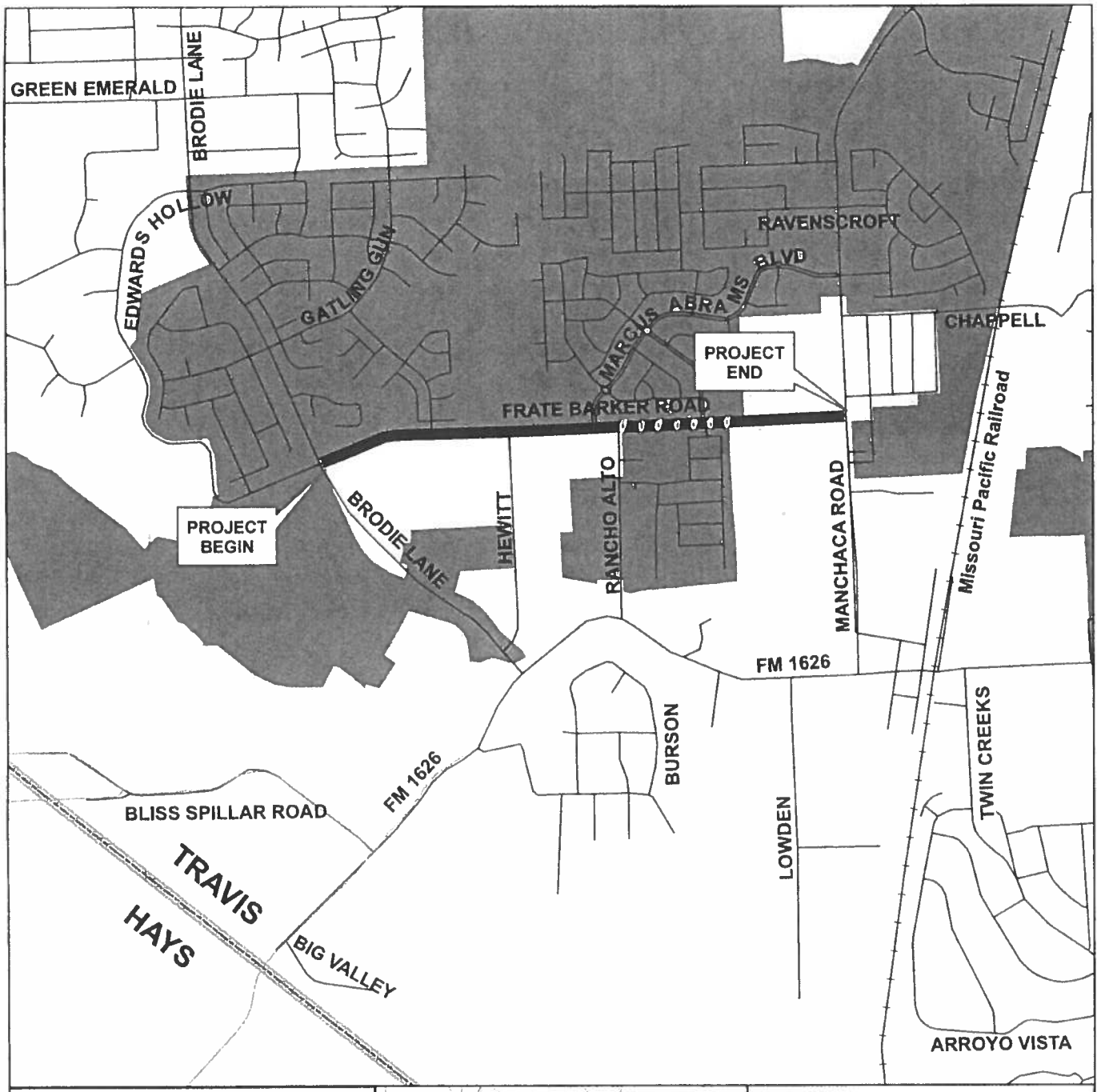
If approved by Commissioners Court, please ask the Construction Procurement Specialist to coordinate with TNR's Project Manager, Chiddi N'Jie, on a date to issue the Notice-to-Proceed to the contractor. If you need additional information, you may call him at (512) 854-7585.

Attachments:

1. Exhibit "A"- Project Location Map
2. Exhibit "B"- Bid Tabulation

Copy: Cyd V. Grimes, C.P.M., Purchasing Agent
Jason Walker, Purchasing
Sylvia Lopez, Purchasing
Hannah York, Auditor's Office
Cynthia McDonald, TNR Financial
Donna Williams-Jones, TNR Financial
Isabelle Lopez, TNR Financial
Tawana Gardner, TNR Financial
Steve Sun, P.E., TNR Public Works
Chiddi N'Jie, P.E., TNR Public Works

Created 11-07-13 @ 4:45 pm



Railroad

ProjectLimits IN COA

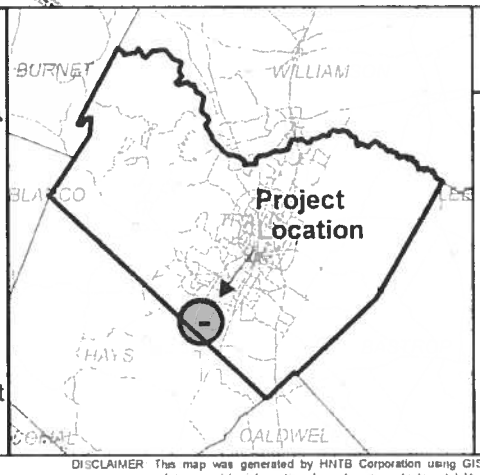
City Limits

County Line

N W E S

0 1,000 2,000 3,000 4,000 Feet

JANUARY 24, 2008



TRAVIS COUNTY

Texas Department of Transportation

PROJECT LOCATION MAP

Frate Barker Road:

From Brodie Lane to Manchaca Road

Travis County, Texas

DISCLAIMER This map was generated by HNTB Corporation using GIS (Geographic Information Systems) software No claims are made to the accuracy or completeness of he information shown herein nor to its suitability for a particular use The scale and ocation of all mapped data are approximate

Travis County Transportation and Natural Resources
Plans of Proposed Street Reconstruction
Frate Barker Road
Opinion of Probable Cost - Bid Tabulations
HNTB Corporation

THIS ESTIMATE REPRESENTS OUR JUDGMENT AS PROFESSIONALS FAMILIAR WITH THE CONSTRUCTION INDUSTRY. WE CANNOT AND DO NOT GUARANTEE THAT BIDS WILL NOT VARY FROM THIS ESTIMATE

This opinion of probable cost includes street reconstruction for Frate Barker Road from Brodie Lane to Manchaca Road, storm drainage construction on Frate Barker Road from Brodie Lane to Manchaca Road, traffic signal work at Brodie Lane and Manchaca Road, and construction of the water quality pond.

HNTB

BASE BID								
Bid Item	Spec. Item No.	S.P. No	S.S. No.	Bid Quan.	Unit	Description with Unit Price in Words	Unit Price	Amount
1	100	002		69	STA	Preparing Right of Way per STA	$ 2,000 00	$ 138,000 00
2	100			1	EA	Preparing Right of Way (Tree) (24" to 36" Dia.) per EA	$ 1,000 00	$ 1,000 00
3	110			36,739	CY	Excavation (Roadway) per CY	$ 6 00	$ 220,434 00
4	132			15,058	CY	Embankment (Final)(Ordinary Compaction)(TY A) per CY	$ 10 00	$ 150,580 00
5	160			22,382	SY	Furnishing and Placing Topsoil (4") per SY	$ 1 00	$ 22,382 00
6	164	002		11,192	SY	Broadcast Seed (Temp)(Warm) per SY	$ 0 10	$ 1,119 20
7	164	002		11,192	SY	Broadcast Seed (Temp)(Cool) per SY	$ 0 10	$ 1,119 20
8	168			448	MG	Vegetative Watering per MG	$ 12 00	$ 5,376 00
9	247	033		58,586	SY	Flexible Base (Complete in Place)(TY A GR 4)(In Vehicle) per SY	$ 19 00	$ 1,113,134 00
10	310			52,273	SY	Prime Coat (AE-P) per SY	$ 1 00	$ 52,273 00
11	402			7,025	LF	Trench Excavation Protection per LF	$ 5 00	$ 35,125 00
12	416	001		14	LF	Drill Shaft (Roadway Illumination Pole)(30") per LF	$ 175 00	$ 2,450 00
13	416	001		40	LF	Drill Shaft (Traffic signal Pole)(36") per LF	$ 190 00	$ 7,600 00
14	432			9,636	SF	Riprap (Concrete)(5") per SF	$ 5 40	$ 52,034 40
15	432			208	SF	Riprap (Stone Protection)(12") per SF	$ 5 60	$ 1,164 80
16	432			7,359	SF	Riprap (Stone Protection)(24") per SF	$ 8 20	$ 60,343 80
17	450	001		469	LF	Rail (Handrail)(TY B) per LF	$ 90 00	$ 42,210 00
18	462	015		48	LF	Concrete Box Culvert (3' x 2') per LF	$ 120 00	$ 5,760 00
19	462	015		651	LF	Concrete Box Culvert (3' x 3') per LF	$ 150 00	$ 97,650 00
20	462	015		170	LF	Concrete Box Culvert (4' x 3') per LF	$ 155 00	$ 26,350 00
21	462	015		270	LF	Concrete Box Culvert (10' x 6') per LF	$ 500 00	$ 135,000 00
22	464	006		1,718	LF	Reinforced Pipe (CL III)(18") per LF	$ 40 00	$ 68,720 00
23	464	006		2,076	LF	Reinforced Pipe (CL III)(24") per LF	$ 57 00	$ 118,332 00
24	464	006		906	LF	Reinforced Pipe (CL III)(30") per LF	$ 64 00	$ 57,984 00
25	464	006		2,800	LF	Reinforced Pipe (CL III)(36") per LF	$ 80 00	$ 224,000 00
26	464	006		853	LF	Reinforced Pipe (CL III)(42") per LF	$ 115 00	$ 98,095 00
27	464	006		447	LF	Reinforced Pipe (CL III)(54") per LF	$ 220 00	$ 98,340 00
28	465	001		1	EA	Manhole (Complete)(TY M) per EA	$ 4,000 00	$ 4,000 00
29	465	001		3	EA	Inlet (Complete)(Drop)(TY 1) per EA	$ 3,780 00	$ 11,340 00
30	465	001		2	EA	Inlet (Complete)(Drop)(TY 1)(Modified) per EA	$ 3,780 00	$ 7,560 00
31	466			2	EA	Wingwall (Parallel Wing)(HW=6') per EA	$ 10,000 00	$ 20,000 00
32	467			1	EA	Safety end Treatment (TY I) (S=3')(HW=3')(6:1)(P) per EA	$ 4,000 00	$ 4,000 00
33	467			2	EA	Safety end Treatment (TY I) (S=4')(HW=3')(6:1)(P) per EA	$ 4,000 00	$ 8,000 00
34	467			2	EA	Safety end Treatment (TY I) (S=3')(HW=2')(6:1)(C) per EA	$ 3,000 00	$ 6,000 00
35	500			1	LS	Mobilization Per LS	$ 594,233 90	$ 594,233 90
36	502	033		24	MO	Barricades, Signs and Traffic Handling Per MO	$ 2,000 00	$ 48,000 00
37	508			5,214	SY	Constructing Detours per SY	$ 25 00	$ 130,350 00
38	512	002		660	LF	Portable Concrete Traffic Barrier (Furnish and Install)(Low Profile)(TY 1) per LF	$ 35 00	$ 23,100 00
39	512	002		120	LF	Portable Concrete Traffic Barrier (Furnish and Install)(Low Profile)(TY 2) per LF	$ 44 00	$ 5,280 00
40	512	002		2,940	LF	Portable Concrete Traffic Barrier (Move)(Low Profile)(TY 1) per LF	$ 10 00	$ 29,400 00
41	512	002		560	LF	Portable Concrete Traffic Barrier (Move)(Low Profile)(TY 2) per LF	$ 10 00	$ 5,600 00
42	512	002		660	LF	Portable Concrete Traffic Barrier (Remove)(Low Profile)(TY 1) per LF	$ 10 00	$ 6,600 00

CONTRACTOR NO. 1: CASH CONSTRUCTION COMPANY, INC.			
Contr. 1 Unit	Contr. 1 Total	Contr. 1 Unit Variance	% Variance
$ 500 00	$ 34,500 00	$ (1,500 00)	-75 00%
$ 5,000 00	$ 5,000 00	$ 4,000 00	400 00%
$ 13 00	$ 477,607 00	$ 7 00	116 67%
$ 4 00	$ 60,232 00	$ (6 00)	-60 00%
$ 2 00	$ 44,764 00	$ 1 00	100 00%
$ 0 15	$ 1,678 80	$ 0 05	50 00%
$ 0 15	$ 1,678 80	$ 0 05	50 00%
$ 30 00	$ 13,440 00	$ 18 00	150 00%
$ 16 00	$ 937,376 00	$ (3 00)	-15 79%
$ 0 60	$ 31,363 80	$ (0 40)	-40 00%
$ 1 00	$ 7,025 00	$ (4 00)	-80 00%
$ 210 00	$ 2,940 00	$ 35 00	20 00%
$ 270 00	$ 10,800 00	$ 80 00	42 11%
$ 7 00	$ 67,452 00	$ 1 60	29 63%
$ 7 00	$ 1,456 00	$ 1 40	25 00%
$ 9 00	$ 66,231 00	$ 0 80	9 76%
$ 70 00	$ 32,830 00	$ (20 00)	-22 22%
$ 180 00	$ 8,640 00	$ 60 00	50 00%
$ 150 00	$ 97,650 00	$ -	0 00%
$ 180 00	$ 30,600 00	$ 25 00	16 13%
$ 800 00	$ 216,000 00	$ 300 00	60 00%
$ 44 00	$ 75,592 00	$ 4 00	10 00%
$ 75 00	$ 155,700 00	$ 18 00	31 58%
$ 80 00	$ 72,480 00	$ 16 00	25 00%
$ 120 00	$ 336,000 00	$ 40 00	50 00%
$ 130 00	$ 110,890 00	$ 15 00	13 04%
$ 240 00	$ 107,280 00	$ 20 00	9 09%
$ 6,500 00	$ 6,500 00	$ 2,500 00	62 50%
$ 5,500 00	$ 16,500 00	$ 1,720 00	45 50%
$ 5,500 00	$ 11,000 00	$ 1,720 00	45 50%
$ 20,000 00	$ 40,000 00	$ 10,000 00	100 00%
$ 10,000 00	$ 10,000 00	$ 6,000 00	150 00%
$ 11,000 00	$ 22,000 00	$ 7,000 00	175 00%
$ 7,000 00	$ 14,000 00	$ 4,000 00	133 33%
$ 101,000 00	$ 101,000 00	$ (493,233 90)	-83 00%
$ 1,600 00	$ 38,400 00	$ (400 00)	-20 00%
$ 49 00	$ 255,486 00	$ 24 00	96 00%
$ 65 00	$ 42,900 00	$ 30 00	85 71%
$ 82 00	$ 9,840 00	$ 38 00	86 36%
$ 11 00	$ 32,340 00	$ 1 00	10 00%
$ 11 00	$ 6,160 00	$ 1 00	10 00%
$ 11 00	$ 7,260 00	$ 1 00	10 00%

CONTRACTOR NO. 2: CF JORDAN CONSTRUCTION COMPANY, LLC			
Contr. 2 Unit	Contr. 2 Total	Contr. 2 Unit Variance	% Variance
$ 3,500 00	$ 241,500 00	$ 1,500 00	75 00%
$ 3,000 00	$ 3,000 00	$ 2,000 00	200 00%
$ 12 00	$ 440,868 00	$ 6 00	100 00%
$ 13 00	$ 195,754 00	$ 3 00	30 00%
$ 1 30	$ 29,096 60	$ 0 30	30 00%
$ 0 14	$ 1,566 88	$ 0 04	40 00%
$ 0 14	$ 1,566 88	$ 0 04	40 00%
$ 20 00	$ 8,960 00	$ 8 00	66 67%
$ 12 50	$ 732,325 00	$ (6 50)	-34 21%
$ 0 60	$ 31,363 80	$ (0 40)	-40 00%
$ 1 35	$ 9,483 75	$ (3 65)	-73 00%
$ 210 00	$ 2,940 00	$ 35 00	20 00%
$ 280 00	$ 11,200 00	$ 90 00	47 37%
$ 6 40	$ 61,670 40	$ 1 00	18 52%
$ 16 00	$ 3,328 00	$ 10 40	185 71%
$ 10 00	$ 73,590 00	$ 1 80	21 95%
$ 65 00	$ 30,485 00	$ (25 00)	-27 78%
$ 175 00	$ 8,400 00	$ 55 00	45 83%
$ 150 00	$ 97,650 00	$ -	0 00%
$ 190 00	$ 32,300 00	$ 35 00	22 58%
$ 475 00	$ 128,250 00	$ (25 00)	-5 00%
$ 70 00	$ 120,260 00	$ 30 00	75 00%
$ 72 00	$ 149,472 00	$ 15 00	26 32%
$ 80 00	$ 72,480 00	$ 16 00	25 00%
$ 90 00	$ 252,000 00	$ 10 00	12 50%
$ 125 00	$ 106,625 00	$ 10 00	8 70%
$ 200 00	$ 89,400 00	$ (20 00)	-9 09%
$ 4,200 00	$ 4,200 00	$ 200 00	5 00%
$ 4,700 00	$ 14,100 00	$ 920 00	24 34%
$ 5,200 00	$ 10,400 00	$ 1,420 00	37 57%
$ 30,000 00	$ 60,000 00	$ 20,000 00	200 00%
$ 5,000 00	$ 5,000 00	$ 1,000 00	25 00%
$ 5,800 00	$ 11,600 00	$ 1,800 00	45 00%
$ 3,800 00	$ 7,600 00	$ 800 00	26 67%
$ 452,000 00	$ 452,000 00	$ (142,233 90)	-23 94%
$ 1,500 00	$ 36,000 00	$ (500 00)	-25 00%
$ 42 00	$ 218,988 00	$ 17 00	68 00%
$ 18 50	$ 12,210 00	$ (16 50)	-47 14%
$ 45 00	$ 5,400 00	$ 1 00	2 27%
$ 8 00	$ 23,520 00	$ (2 00)	-20 00%
$ 14 00	$ 7,840 00	$ 4 00	40 00%
$ 13 00	$ 8,580 00	$ 3 00	30 00%

CONTRACTOR NO. 3: AARON CONCRETE			
Contr. 3 Unit	Contr. 3 Total	Contr. 3 Unit Variance	% Variance
$ 3,800 00	$ 262,200 00	$ 1,800 00	90 00%
$ 2,900 00	$ 2,900 00	$ 1,900 00	190 00%
$ 20 00	$ 734,780 00	$ 14 00	233 33%
$ 27 00	$ 406,566 00	$ 17 00	170 00%
$ 1 70	$ 38,049 40	$ 0 70	70 00%
$ 0 14	$ 1,566 88	$ 0 04	40 00%
$ 0 14	$ 1,566 88	$ 0 04	40 00%
$ 46 00	$ 20,608 00	$ 34 00	283 33%
$ 12 50	$ 732,325 00	$ (6 50)	-34 21%
$ 0 70	$ 36,591 10	$ (0 30)	-30 00%
$ 1 00	$ 7,025 00	$ (4 00)	-80 00%
$ 268 00	$ 3,752 00	$ 93 00	53 14%
$ 345 00	$ 13,800 00	$ 155 00	81 58%
$ 7 85	$ 75,642 60	$ 2 45	45 37%
$ 7 80	$ 1,622 40	$ 2 20	39 29%
$ 9 00	$ 66,231 00	$ 0 80	9 76%
$ 68 00	$ 31,892 00	$ (22 00)	-24 44%
$ 207 00	$ 9,936 00	$ 87 00	72 50%
$ 234 00	$ 152,334 00	$ 84 00	56 00%
$ 288 00	$ 48,960 00	$ 133 00	85 81%
$ 1,500 00	$ 405,000 00	$ 1,000 00	200 00%
$ 86 00	$ 147,748 00	$ 46 00	115 00%
$ 110 00	$ 228,360 00	$ 53 00	92 98%
$ 135 00	$ 122,310 00	$ 71 00	110 94%
$ 168 00	$ 470,400 00	$ 88 00	110 00%
$ 210 00	$ 179,130 00	$ 95 00	82 61%
$ 280 00	$ 125,160 00	$ 60 00	27 27%
$ 6,000 00	$ 6,000 00	$ 2,000 00	50 00%
$ 6,000 00	$ 18,000 00	$ 2,220 00	58 73%
$ 20,000 00	$ 40,000 00	$ 16,220 00	429 10%
$ 57,000 00	$ 114,000 00	$ 47,000 00	470 00%
$ 12,000 00	$ 12,000 00	$ 8,000 00	200 00%
$ 13,000 00	$ 26,000 00	$ 9,000 00	225 00%
$ 8,700 00	$ 17,400 00	$ 5,700 00	190 00%
$ 812,000 00	$ 812,000 00	$ 217,766 10	36 65%
$ 1,600 00	$ 38,400 00	$ (400 00)	-20 00%
$ 55 00	$ 286,770 00	$ 30 00	120 00%
$ 70 00	$ 46,200 00	$ 35 00	100 00%
$ 80 00	$ 9,600 00	$ 36 00	81 82%
$ 17 00	$ 49,980 00	$ 7 00	70 00%
$ 25 00	$ 14,000 00	$ 15 00	150 00%
$ 17 00	$ 11,220 00	$ 7 00	70 00%

CONTRACTOR NO. 4: CAPITAL EXCAVATION COMPANY			
Contr. 4 Unit	Contr. 4 Total	Contr. 4 Unit Variance	% Variance
$ 2,000 00	$ 138,000 00	$ -	0 00%
$ 3,000 00	$ 3,000 00	$ 2,000 00	200 00%
$ 11 00	$ 404,129 00	$ 5 00	83 33%
$ 13 00	$ 195,754 00	$ 3 00	30 00%
$ 2 75	$ 61,550 50	$ 1 75	175 00%
$ 0 12	$ 1,343 04	$ 0 02	20 00%
$ 0 12	$ 1,343 04	$ 0 02	20 00%
$ 20 00	$ 8,960 00	$ 8 00	66 67%
$ 10 50	$ 615,153 00	$ (8 50)	-44 74%
$ 0 60	$ 31,363 80	$ (0 40)	-40 00%
$ 1 00	$ 7,025 00	$ (4 00)	-80 00%
$ 198 04	$ 2,772 56	$ 23 04	13 17%
$ 265 94	$ 10,637 60	$ 75 94	39 97%
$ 6 00	$ 57,816 00	$ 0 60	11 11%
$ 6 50	$ 1,352 00	$ 0 90	16 07%
$ 7.75	$ 57,032 25	$ (0 45)	-5 49%
$ 65 00	$ 30,485 00	$ (25 00)	-27 78%
$ 200 00	$ 9,600 00	$ 80 00	66 67%
$ 175 00	$ 113,925 00	$ 25 00	16 67%
$ 200 00	$ 34,000 00	$ 45 00	29 03%
$ 600 00	$ 162,000 00	$ 100 00	20 00%
$ 75 00	$ 128,850 00	$ 35 00	87 50%
$ 75 00	$ 155,700 00	$ 18 00	31 58%
$ 80 00	$ 72,480 00	$ 16 00	25 00%
$ 95 00	$ 266,000 00	$ 15 00	18 75%
$ 125 00	$ 106,625 00	$ 10 00	8 70%
$ 180 00	$ 80,460 00	$ (40 00)	-18 18%
$ 5,500 00	$ 5,500 00	$ 1,500 00	37 50%
$ 3,500 00	$ 10,500 00	$ (280 00)	-7 41%
$ 3,500 00	$ 7,000 00	$ (280 00)	-7 41%
$ 25,000 00	$ 50,000 00	$ 15,000 00	150 00%
$ 5,000 00	$ 5,000 00	$ 1,000 00	25 00%
$ 6,000 00	$ 12,000 00	$ 2,000 00	50 00%
$ 4,000 00	$ 8,000 00	$ 1,000 00	33 33%
$ 600,000 00	$ 600,000 00	$ 5,766 10	0 97%
$ 1,300 00	$ 31,200 00	$ (700 00)	-35 00%
$ 45 00	$ 234,630 00	$ 20 00	80 00%
$ 10 00	$ 6,600 00	$ (25 00)	-71 43%
$ 10 00	$ 1,200 00	$ (34 00)	-77 27%
$ 6 00	$ 17,640 00	$ (4 00)	-40 00%
$ 6 00	$ 3,360 00	$ (4 00)	-40 00%
$ 10 00	$ 6,600 00	$ -	0 00%

BASE BID									Contr. 1 Unit	Contr. 1 Total	Contr. 1 Unit Variance	% Variance	Contr. 2 Unit	Contr. 2 Total	Contr. 2 Unit Variance	% Variance	Contr. 3 Unit	Contr. 3 Total	Contr. 3 Unit Variance	% Variance	Contr. 4 Unit	Contr. 4 Total	Contr. 4 Unit Variance	% Variance
Bid Item	Spec. Item No.	S.P. No	S.S. No.	Bid Quan.	Unit	Description with Unit Price in Words	Unit Price	Amount																
43	512	002		120	LF	Portable Concrete Traffic Barrier (Remove)(Low Profile)(TY 2) per LF	$ 10.00	$ 1,200.00	$ 11.00	$ 1,320.00	$ 1.00	10.00%	$ 35.00	$ 4,200.00	$ 25.00	250.00%	$ 32.00	$ 3,840.00	$ 22.00	220.00%	$ 10.00	$ 1,200.00	$ -	0.00%
44	529			14,279	LF	Concrete Curb and Gutter (TY II) per LF	$ 20.00	$ 285,580.00	$ 13.00	$ 185,627.00	$ (7.00)	-35.00%	$ 11.00	$ 157,069.00	$ (9.00)	-45.00%	$ 12.00	$ 171,348.00	$ (8.00)	-40.00%	$ 6.25	$ 89,243.75	$ (13.75)	-68.75%
45	529			495	LF	Concrete Curb (TY CI) per LF	$ 45.00	$ 22,275.00	$ 80.00	$ 39,600.00	$ 35.00	77.78%	$ 68.00	$ 33,660.00	$ 23.00	51.11%	$ 87.00	$ 43,065.00	$ 42.00	93.33%	$ 85.00	$ 42,075.00	$ 40.00	88.89%
46	529			630	LF	Concrete Curb (TY FI) per LF	$ 65.00	$ 40,950.00	$ 110.00	$ 69,300.00	$ 45.00	69.23%	$ 82.00	$ 51,660.00	$ 17.00	26.15%	$ 122.00	$ 76,860.00	$ 57.00	87.69%	$ 100.00	$ 63,000.00	$ 35.00	53.85%
47	530	006		2,119	SY	Driveways (Concrete) per SY	$ 60.00	$ 127,140.00	$ 66.00	$ 139,854.00	$ 6.00	10.00%	$ 55.00	$ 116,545.00	$ (5.00)	-8.33%	$ 52.00	$ 110,188.00	$ (8.00)	-13.33%	$ 42.00	$ 88,998.00	$ (18.00)	-30.00%
48	530	006		247	SY	Driveways (Asphalt) per SY	$ 27.00	$ 6,669.00	$ 55.00	$ 13,585.00	$ 28.00	103.70%	$ 45.00	$ 11,115.00	$ 18.00	66.67%	$ 35.00	$ 8,645.00	$ 8.00	29.63%	$ 45.00	$ 11,115.00	$ 18.00	66.67%
49	531			7,573	SY	Concrete Sidewalk (5") per SY	$ 45.00	$ 340,785.00	$ 44.00	$ 333,212.00	$ (1.00)	-2.22%	$ 40.00	$ 302,920.00	$ (5.00)	-11.11%	$ 46.00	$ 348,358.00	$ 1.00	2.22%	$ 29.00	$ 219,617.00	$ (16.00)	-35.56%
50	531			5	EA	Curb Ramps (TY 1) Per EA	$ 1,250.00	$ 6,250.00	$ 1,100.00	$ 5,500.00	$ (150.00)	-12.00%	$ 1,200.00	$ 6,000.00	$ (50.00)	-4.00%	$ 1,100.00	$ 5,500.00	$ (150.00)	-12.00%	$ 1,000.00	$ 5,000.00	$ (250.00)	-20.00%
51	531			2	EA	Curb Ramps (TY 2) Per EA	$ 1,250.00	$ 2,500.00	$ 1,100.00	$ 2,200.00	$ (150.00)	-12.00%	$ 1,300.00	$ 2,600.00	$ 50.00	4.00%	$ 1,050.00	$ 2,100.00	$ (200.00)	-16.00%	$ 1,200.00	$ 2,400.00	$ (50.00)	-4.00%
52	531			4	EA	Curb Ramps (TY 5) Per EA	$ 1,400.00	$ 5,600.00	$ 3,500.00	$ 14,000.00	$ 2,100.00	150.00%	$ 2,500.00	$ 10,000.00	$ 1,100.00	78.57%	$ 3,600.00	$ 14,400.00	$ 2,200.00	157.14%	$ 1,000.00	$ 4,000.00	$ (400.00)	-28.57%
53	531			23	EA	Curb Ramps (TY 10) Per EA	$ 1,150.00	$ 26,450.00	$ 1,600.00	$ 36,800.00	$ 450.00	39.13%	$ 1,300.00	$ 29,900.00	$ 150.00	13.04%	$ 1,600.00	$ 36,800.00	$ 450.00	39.13%	$ 1,500.00	$ 34,500.00	$ 350.00	30.43%
54	540	031		42	LF	Metal Wide-Beam Guard Fence (Timber Post) per LF	$ 25.00	$ 1,050.00	$ 32.00	$ 1,344.00	$ 7.00	28.00%	$ 35.00	$ 1,470.00	$ 10.00	40.00%	$ 35.00	$ 1,470.00	$ 10.00	40.00%	$ 30.00	$ 1,260.00	$ 5.00	20.00%
55	544			1	EA	Guardrail End Treatment (Install) per EA	$ 1,970.00	$ 1,970.00	$ 2,000.00	$ 2,000.00	$ 30.00	1.52%	$ 2,000.00	$ 2,000.00	$ 30.00	1.52%	$ 2,150.00	$ 2,150.00	$ 180.00	9.14%	$ 1,860.00	$ 1,860.00	$ (110.00)	-5.58%
56	560	001		5	EA	Mailbox Install-Single (WC-Post)(TY 3 Foundation)(Option 1) per EA	$ 300.00	$ 1,500.00	$ 130.00	$ 650.00	$ (170.00)	-56.67%	$ 250.00	$ 1,250.00	$ (50.00)	-16.67%	$ 150.00	$ 750.00	$ (150.00)	-50.00%	$ 185.00	$ 925.00	$ (115.00)	-38.33%
57	610	015		2	EA	Relocate Roadside Illumination Assembly (Transformer Base) per EA	$ 3,000.00	$ 6,000.00	$ 1,200.00	$ 2,400.00	$ (1,800.00)	-60.00%	$ 1,700.00	$ 3,400.00	$ (1,300.00)	-43.33%	$ 1,750.00	$ 3,500.00	$ (1,250.00)	-41.67%	$ 1,400.00	$ 2,800.00	$ (1,600.00)	-53.33%
58	618			555	LF	Conduit (PVC)(Schedule 80)(2") per LF	$ 5.00	$ 2,775.00	$ 14.00	$ 7,770.00	$ 9.00	180.00%	$ 9.50	$ 5,272.50	$ 4.50	90.00%	$ 17.00	$ 9,435.00	$ 12.00	240.00%	$ 15.00	$ 8,325.00	$ 10.00	200.00%
59	618			80	LF	Conduit (PVC)(Schedule 80)(2")(Bore) per LF	$ 20.00	$ 1,600.00	$ 25.00	$ 2,000.00	$ 5.00	25.00%	$ 24.00	$ 1,920.00	$ 4.00	20.00%	$ 34.00	$ 2,720.00	$ 14.00	70.00%	$ 30.00	$ 2,400.00	$ 10.00	50.00%
60	618			455	LF	Conduit (PVC)(Schedule 80)(3") per LF	$ 10.00	$ 4,550.00	$ 19.00	$ 8,645.00	$ 9.00	90.00%	$ 13.00	$ 5,915.00	$ 3.00	30.00%	$ 25.00	$ 11,375.00	$ 15.00	150.00%	$ 22.00	$ 10,010.00	$ 12.00	120.00%
61	618			160	LF	Conduit (PVC)(Schedule 80)(3")(Bore) per LF	$ 20.00	$ 3,200.00	$ 33.00	$ 5,280.00	$ 13.00	65.00%	$ 27.00	$ 4,320.00	$ 7.00	35.00%	$ 43.00	$ 6,880.00	$ 23.00	115.00%	$ 37.00	$ 5,920.00	$ 17.00	85.00%
62	620	001		95	LF	Electric Conductor (No. 6) Bare per LF	$ 2.00	$ 190.00	$ 2.00	$ 190.00	$ -	0.00%	$ 2.10	$ 199.50	$ 0.10	5.00%	$ 2.00	$ 190.00	$ -	0.00%	$ 2.00	$ 190.00	$ -	0.00%
63	620	001		190	LF	Electric Conductor (No. 6) Insulated per LF	$ 2.00	$ 380.00	$ 2.00	$ 380.00	$ -	0.00%	$ 2.40	$ 456.00	$ 0.40	20.00%	$ 2.30	$ 437.00	$ 0.30	15.00%	$ 2.00	$ 380.00	$ -	0.00%
64	620	001		1,195	LF	Electric Conductor (No. 8) Bare per LF	$ 1.00	$ 1,195.00	$ 1.00	$ 1,195.00	$ -	0.00%	$ 1.48	$ 1,768.60	$ 0.48	48.00%	$ 1.60	$ 1,912.00	$ 0.60	60.00%	$ 2.00	$ 2,390.00	$ 1.00	100.00%
65	620	001		1,100	LF	Electric Conductor (No. 8) Insulated per LF	$ 1.00	$ 1,100.00	$ 2.00	$ 2,200.00	$ 1.00	100.00%	$ 1.40	$ 1,540.00	$ 0.40	40.00%	$ 2.00	$ 2,200.00	$ 1.00	100.00%	$ 2.00	$ 2,200.00	$ 1.00	100.00%
66	624	014		4	EA	Ground Box TY D (162922) with Apron per EA	$ 750.00	$ 3,000.00	$ 1,100.00	$ 4,400.00	$ 350.00	46.67%	$ 950.00	$ 3,800.00	$ 200.00	26.67%	$ 1,400.00	$ 5,600.00	$ 650.00	86.67%	$ 1,300.00	$ 5,200.00	$ 550.00	73.33%
67	628	003		1	EA	Electric Service TY D 120/240 100 (NS) AL (E) SP (0) per EA	$ 3,200.00	$ 3,200.00	$ 5,500.00	$ 5,500.00	$ 2,300.00	71.88%	$ 6,200.00	$ 6,200.00	$ 3,000.00	93.75%	$ 6,800.00	$ 6,800.00	$ 3,600.00	112.50%	$ 6,000.00	$ 6,000.00	$ 2,800.00	87.50%
68	636	014		152	SF	Aluminum Signs per SF	$ 21.00	$ 3,192.00	$ 11.00	$ 1,672.00	$ (10.00)	-47.62%	$ 25.00	$ 3,800.00	$ 4.00	19.05%	$ 13.00	$ 1,976.00	$ (8.00)	-38.10%	$ 23.77	$ 3,613.04	$ 2.77	13.19%
69	644			38	EA	Install Small Roadside Sign Supports and Assemblies TY 10BWG (1) SA (P) per EA	$ 400.00	$ 15,200.00	$ 400.00	$ 15,200.00	$ -	0.00%	$ 420.00	$ 15,960.00	$ 20.00	5.00%	$ 441.00	$ 16,758.00	$ 41.00	10.25%	$ 425.00	$ 16,150.00	$ 25.00	6.25%
70	644			7	EA	Install Small Roadside Sign Supports and Assemblies per EA	$ 65.00	$ 455.00	$ 300.00	$ 2,100.00	$ 235.00	361.54%	$ 420.00	$ 2,940.00	$ 355.00	546.15%	$ 311.00	$ 2,177.00	$ 246.00	378.46%	$ 425.00	$ 2,975.00	$ 360.00	553.85%
71	662			12,521	LF	Work Zone Pavement Markings Non-Removable (W) 4" (Solid) per LF	$ 1.00	$ 12,521.00	$ 1.00	$ 12,521.00	$ -	0.00%	$ 0.37	$ 4,632.77	$ (0.63)	-63.00%	$ 0.36	$ 4,507.56	$ (0.64)	-64.00%	$ 0.30	$ 3,756.30	$ (0.70)	-70.00%
72	662			32	LF	Work Zone Pavement MarkingsNon-Removable (W) 8" (Dot) per LF	$ 1.00	$ 32.00	$ 2.00	$ 64.00	$ 1.00	100.00%	$ 1.48	$ 47.36	$ 0.48	48.00%	$ 1.45	$ 46.40	$ 0.45	45.00%	$ 1.25	$ 40.00	$ 0.25	25.00%
73	662			44	LF	Work Zone Pavement Markings Non-Removable (W) 24" (Solid) per LF	$ 6.00	$ 264.00	$ 9.00	$ 396.00	$ 3.00	50.00%	$ 7.00	$ 308.00	$ 1.00	16.67%	$ 7.25	$ 319.00	$ 1.25	20.83%	$ 6.25	$ 275.00	$ 0.25	4.17%
74	662			25,654	LF	Work Zone Pavement Markings Non-Removable (Y) 4" (Solid) per LF	$ 1.00	$ 25,654.00	$ 0.60	$ 15,392.40	$ (0.40)	-40.00%	$ 0.37	$ 9,491.98	$ (0.63)	-63.00%	$ 0.36	$ 9,235.44	$ (0.64)	-64.00%	$ 0.30	$ 7,696.20	$ (0.70)	-70.00%
75	666			2,025	LF	Reflectorized Pavement Marking Type I (W) 4" (BRK) (90 MIL), complete and in-place per LF	$ 0.38	$ 769.50	$ 0.50	$ 1,012.50	$ 0.12	31.58%	$ 0.40	$ 810.00	$ 0.02	5.26%	$ 0.39	$ 789.75	$ 0.01	2.63%	$ 0.35	$ 708.75	$ (0.03)	-7.89%
76	666			141	LF	Reflectorized Pavement Marking Type I (W) 4" (DOT) (90 MIL), complete and in-place per LF	$ 1.12	$ 157.92	$ 0.50	$ 70.50	$ (0.62)	-55.36%	$ 0.40	$ 56.40	$ (0.72)	-64.29%	$ 0.39	$ 54.99	$ (0.73)	-65.18%	$ 0.35	$ 49.35	$ (0.77)	-68.75%
77	666			11,328	LF	Reflectorized Pavement Marking Type I (W) 4" (SLD) (90 MIL), complete and in-place per LF	$ 0.36	$ 4,078.08	$ 0.50	$ 5,664.00	$ 0.14	38.89%	$ 0.40	$ 4,531.20	$ 0.04	11.11%	$ 0.39	$ 4,417.92	$ 0.03	8.33%	$ 0.35	$ 3,964.80	$ (0.01)	-2.78%
78	666			100	LF	Reflectorized Pavement Marking Type I (W) 8" (DOT) (90 MIL), complete and in-place per LF	$ 1.73	$ 173.00	$ 1.00	$ 100.00	$ (0.73)	-42.20%	$ 0.85	$ 85.00	$ (0.88)	-50.87%	$ 0.90	$ 90.00	$ (0.83)	-47.98%	$ 0.75	$ 75.00	$ (0.98)	-56.65%
79	666			1,415	LF	Reflectorized Pavement Marking Type I (W) 8" (SLD) (90 MIL), complete and in-place per LF	$ 0.78	$ 1,103.70	$ 0.50	$ 707.50	$ (0.28)	-35.90%	$ 0.90	$ 1,273.50	$ 0.12	15.38%	$ 0.90	$ 1,273.50	$ 0.12	15.38%	$ 0.75	$ 1,061.25	$ (0.03)	-3.85%
80	666			790	LF	Reflectorized Pavement Marking Type I (W) 12" (SLD) (90 MIL), complete and in-place per LF	$ 3.32	$ 2,622.80	$ 1.00	$ 790.00	$ (2.32)	-69.88%	$ 3.10	$ 2,449.00	$ (0.22)	-6.63%	$ 3.20	$ 2,528.00	$ (0.12)	-3.61%	$ 2.75	$ 2,172.50	$ (0.57)	-17.17%
81	666			219	LF	Reflectorized Pavement Marking Type I (W) 24" (SLD) (90 MIL), complete and in-place per LF	$ 6.80	$ 1,489.20	$ 2.00	$ 438.00	$ (4.80)	-70.59%	$ 6.35	$ 1,390.65	$ (0.45)	-6.62%	$ 6.40	$ 1,401.60	$ (0.40)	-5.88%	$ 5.50	$ 1,204.50	$ (1.30)	-19.12%
82	666			16	EA	Reflectorized Pavement Marking Type I (W) (ARROW) (90 MIL), complete and in-place per EA	$ 100.00	$ 1,600.00	$ 60.00	$ 960.00	$ (40.00)	-40.00%	$ 100.00	$ 1,600.00	$ -	0.00%	$ 99.00	$ 1,584.00	$ (1.00)	-1.00%	$ 85.00	$ 1,360.00	$ (15.00)	-15.00%
83	666			27	EA	Reflectorized Pavement Marking Type I (W) (BIKE ARW) (90 MIL), complete and in-place per EA	$ 50.00	$ 1,350.00	$ 60.00	$ 1,620.00	$ 10.00	20.00%	$ 75.00	$ 2,025.00	$ 25.00	50.00%	$ 76.00	$ 2,052.00	$ 26.00	52.00%	$ 65.00	$ 1,755.00	$ 15.00	30.00%
84	666			27	EA	Reflectorized Pavement Marking Type I (W) (BIKE SYMBOL) (90 MIL), complete and in-place per EA	$ 170.00	$ 4,590.00	$ 80.00	$ 2,160.00	$ (90.00)	-52.94%	$ 235.00	$ 6,345.00	$ 65.00	38.24%	$ 238.00	$ 6,426.00	$ 68.00	40.00%	$ 205.00	$ 5,535.00	$ 35.00	20.59%
85	666			8	EA	Reflectorized Pavement Marking Type I (W) (WORD) (90 MIL), complete and in-place per EA	$ 151.00	$ 1,208.00	$ 150.00	$ 1,200.00	$ (1.00)	-0.66%	$ 125.00	$ 1,000.00	$ (26.00)	-17.22%	$ 128.00	$ 1,024.00	$ (23.00)	-15.23%	$ 110.00	$ 880.00	$ (41.00)	-27.15%
86	666			2,754	LF	Reflectorized Pavement Marking Type I (Y) 4" (BRK) (90 MIL), complete and in-place per LF	$ 0.45	$ 1,239.30	$ 0.50	$ 1,377.00	$ 0.05	11.11%	$ 0.40	$ 1,101.60	$ (0.05)	-11.11%	$ 0.39	$ 1,074.06	$ (0.06)	-13.33%	$ 0.35	$ 963.90	$ (0.10)	-22.22%

BASE BID									Contr. 1 Unit	Contr. 1 Total	Contr. 1 Unit Variance	% Variance	Contr. 2 Unit	Contr. 2 Total	Contr. 2 Unit Variance	% Variance	Contr. 3 Unit	Contr. 3 Total	Contr. 3 Unit Variance	% Variance	Contr. 4 Unit	Contr. 4 Total	Contr. 4 Unit Variance	% Variance
Bid Item	Spec. Item No.	S.P. No	S.S. No.	Bid Quan.	Unit	Description with Unit Price in Words	Unit Price	Amount																
87	666			13,654	LF	Reflectorized Pavement Marking Type I (Y) 4" (SLD) (90 MIL), complete and in-place per LF	$ 0.37	$ 5,051.98	$ 0.50	$ 6,827.00	$ 0.13	35.14%	$ 0.40	$ 5,461.60	$ 0.03	8.11%	$ 0.39	$ 5,325.06	$ 0.02	5.41%	$ 0.35	$ 4,778.90	$ (0.02)	-5.41%
88	666			402	LF	Reflectorized Pavement Marking Type I (Y) 12" (SLD) (90 MIL), complete and in-place per LF	$ 3.08	$ 1,238.16	$ 5.00	$ 2,010.00	$ 1.92	62.34%	$ 3.20	$ 1,286.40	$ 0.12	3.90%	$ 3.20	$ 1,286.40	$ 0.12	3.90%	$ 2.75	$ 1,105.50	$ (0.33)	-10.71%
89	666			2,025	LF	Reflectorized Pavement Marking Type II (W) 4" (BRK), complete and in-place per LF	$ 0.16	$ 324.00	$ 0.50	$ 1,012.50	$ 0.34	212.50%	$ 0.17	$ 344.25	$ 0.01	6.25%	$ 0.16	$ 324.00	$ -	0.00%	$ 0.15	$ 303.75	$ (0.01)	-6.25%
90	666			141	LF	Reflectorized Pavement Marking Type II (W) 4" (DOT), complete and in-place per LF	$ 0.33	$ 46.53	$ 0.50	$ 70.50	$ 0.17	51.52%	$ 0.17	$ 23.97	$ (0.16)	-48.48%	$ 0.16	$ 22.56	$ (0.17)	-51.52%	$ 0.15	$ 21.15	$ (0.18)	-54.55%
91	666			11,328	LF	Reflectorized Pavement Marking TypeII (W) 4" (SLD), complete and in-place per LF	$ 0.16	$ 1,812.48	$ 0.20	$ 2,265.60	$ 0.04	25.00%	$ 0.17	$ 1,925.76	$ 0.01	6.25%	$ 0.16	$ 1,812.48	$ -	0.00%	$ 0.15	$ 1,699.20	$ (0.01)	-6.25%
92	666			1,415	LF	Reflectorized Pavement Marking Type II (W) 8" (SLD), complete and in-place per LF	$ 0.36	$ 509.40	$ 0.50	$ 707.50	$ 0.14	38.89%	$ 0.40	$ 566.00	$ 0.04	11.11%	$ 0.39	$ 551.85	$ 0.03	8.33%	$ 0.35	$ 495.25	$ (0.01)	-2.78%
93	666			790	LF	Reflectorized Pavement Marking Type II (W) 12" (SLD), complete and in-place per LF	$ 1.00	$ 790.00	$ 1.00	$ 790.00	$ -	0.00%	$ 1.55	$ 1,224.50	$ 0.55	55.00%	$ 1.60	$ 1,264.00	$ 0.60	60.00%	$ 1.35	$ 1,066.50	$ 0.35	35.00%
94	666			219	LF	Reflectorized Pavement Marking Type II (W) 24" (SLD), complete and in-place per LF	$ 2.05	$ 448.95	$ 2.00	$ 438.00	$ (0.05)	-2.44%	$ 3.10	$ 678.90	$ 1.05	51.22%	$ 3.10	$ 678.90	$ 1.05	51.22%	$ 2.70	$ 591.30	$ 0.65	31.71%
95	666			17	EA	Reflectorized Pavement Marking Type II (W) (ARROW), complete and in-place per EA	$ 40.00	$ 680.00	$ 60.00	$ 1,020.00	$ 20.00	50.00%	$ 45.00	$ 765.00	$ 5.00	12.50%	$ 46.00	$ 782.00	$ 6.00	15.00%	$ 40.00	$ 680.00	$ -	0.00%
96	666			8	EA	Reflectorized Pavement Marking Type II (W) (WORD), complete and in-place per EA	$ 51.00	$ 408.00	$ 60.00	$ 480.00	$ 9.00	17.65%	$ 100.00	$ 800.00	$ 49.00	96.08%	$ 99.00	$ 792.00	$ 48.00	94.12%	$ 85.00	$ 680.00	$ 34.00	66.67%
97	666			2,754	LF	Reflectorized Pavement Marking Type II (Y) 4" (BRK), complete and in-place per LF	$ 0.24	$ 660.96	$ 0.20	$ 550.80	$ (0.04)	-16.67%	$ 0.17	$ 468.18	$ (0.07)	-29.17%	$ 0.16	$ 440.64	$ (0.08)	-33.33%	$ 0.15	$ 413.10	$ (0.09)	-37.50%
98	666			13,654	LF	Reflectorized Pavement Marking Type II (Y) 4" (SLD), complete and in-place per LF	$ 0.15	$ 2,048.10	$ 0.20	$ 2,730.80	$ 0.05	33.33%	$ 0.17	$ 2,321.18	$ 0.02	13.33%	$ 0.16	$ 2,184.64	$ 0.01	6.67%	$ 0.15	$ 2,048.10	$ -	0.00%
99	666			402	LF	Reflectorized Pavement Marking Type II (Y) 12" (SLD), complete and in-place per LF	$ 0.78	$ 313.56	$ 1.00	$ 402.00	$ 0.22	28.21%	$ 1.55	$ 623.10	$ 0.77	98.72%	$ 1.60	$ 643.20	$ 0.82	105.13%	$ 1.35	$ 542.70	$ 0.57	73.08%
100	672	034		166	EA	Reflectorized Pavement Markers. I-C. Complete and in place per EA	$ 3.80	$ 630.80	$ 5.00	$ 830.00	$ 1.20	31.58%	$ 5.00	$ 830.00	$ 1.20	31.58%	$ 5.00	$ 830.00	$ 1.20	31.58%	$ 4.35	$ 722.10	$ 0.55	14.47%
101	672	034		406	EA	Reflectorized Pavement Markers. II-A-A. Complete and in place per EA	$ 3.38	$ 1,372.28	$ 4.00	$ 1,624.00	$ 0.62	18.34%	$ 5.00	$ 2,030.00	$ 1.62	47.93%	$ 5.00	$ 2,030.00	$ 1.62	47.93%	$ 4.35	$ 1,766.10	$ 0.97	28.70%
102	677			9,105	LF	Eliminate Existing Pavement Markings and Markers (4"). per LF	$ 0.50	$ 4,552.50	$ 0.50	$ 4,552.50	$ -	0.00%	$ 0.85	$ 7,739.25	$ 0.35	70.00%	$ 0.87	$ 7,921.35	$ 0.37	74.00%	$ 0.75	$ 6,828.75	$ 0.25	50.00%
103	677			202	LF	Eliminate Existing Pavement Markings and Markers (8"). per LF	$ 1.00	$ 202.00	$ 1.00	$ 202.00	$ -	0.00%	$ 1.75	$ 353.50	$ 0.75	75.00%	$ 1.75	$ 353.50	$ 0.75	75.00%	$ 1.50	$ 303.00	$ 0.50	50.00%
104	677			48	LF	Eliminate Existing Pavement Markings and Markers (12"). per LF	$ 4.00	$ 192.00	$ 2.00	$ 96.00	$ (2.00)	-50.00%	$ 3.67	$ 176.16	$ (0.33)	-8.25%	$ 3.60	$ 172.80	$ (0.40)	-10.00%	$ 3.10	$ 148.80	$ (0.90)	-22.50%
105	677			44	LF	Eliminate Existing Pavement Markings and Markers (24"). per LF	$ 10.00	$ 440.00	$ 3.00	$ 132.00	$ (7.00)	-70.00%	$ 7.20	$ 316.80	$ (2.80)	-28.00%	$ 7.20	$ 316.80	$ (2.80)	-28.00%	$ 6.20	$ 272.80	$ (3.80)	-38.00%
106	680			1	EA	Install Highway Traffic Signal (Isolated) per EA	$ 13,500.00	$ 13,500.00	$ 5,000.00	$ 5,000.00	$ (8,500.00)	-62.96%	$ 9,500.00	$ 9,500.00	$ (4,000.00)	-29.63%	$ 6,500.00	$ 6,500.00	$ (7,000.00)	-51.85%	$ 5,600.00	$ 5,600.00	$ (7,900.00)	-58.52%
107	680			1	EA	Controller Cabinet and Controller. Per EA.	$ 10,500.00	$ 10,500.00	$ 2,000.00	$ 2,000.00	$ (8,500.00)	-80.95%	$ 3,100.00	$ 3,100.00	$ (7,400.00)	-70.48%	$ 2,820.00	$ 2,820.00	$ (7,680.00)	-73.14%	$ 2,400.00	$ 2,400.00	$ (8,100.00)	-77.14%
108	681			1	EA	Temporary Traffic Signals. per EA	$ 30,000.00	$ 30,000.00	$ 17,000.00	$ 17,000.00	$ (13,000.00)	-43.33%	$ 13,500.00	$ 13,500.00	$ (16,500.00)	-55.00%	$ 21,200.00	$ 21,200.00	$ (8,800.00)	-29.33%	$ 18,000.00	$ 18,000.00	$ (12,000.00)	-40.00%
109	682	003		4	EA	Back Plate (12") (3 SEC) per EA	$ 60.00	$ 240.00	$ 100.00	$ 400.00	$ 40.00	66.67%	$ 120.00	$ 480.00	$ 60.00	100.00%	$ 110.00	$ 440.00	$ 50.00	83.33%	$ 95.00	$ 380.00	$ 35.00	58.33%
110	682	003		2	EA	Back Plate (12") (5 SEC) per EA	$ 90.00	$ 180.00	$ 110.00	$ 220.00	$ 20.00	22.22%	$ 130.00	$ 260.00	$ 40.00	44.44%	$ 144.00	$ 288.00	$ 54.00	60.00%	$ 125.00	$ 250.00	$ 35.00	38.89%
111	682	003		2	EA	Vehicle Signal Section (12") LED (GRN ARW). per EA	$ 220.00	$ 440.00	$ 250.00	$ 500.00	$ 30.00	13.64%	$ 300.00	$ 600.00	$ 80.00	36.36%	$ 320.00	$ 640.00	$ 100.00	45.45%	$ 275.00	$ 550.00	$ 55.00	25.00%
112	682	003		6	EA	Vehicle Signal Section (12") LED (GRN) per EA	$ 220.00	$ 1,320.00	$ 260.00	$ 1,560.00	$ 40.00	18.18%	$ 300.00	$ 1,800.00	$ 80.00	36.36%	$ 336.00	$ 2,016.00	$ 116.00	52.73%	$ 290.00	$ 1,740.00	$ 70.00	31.82%
113	682	003		2	EA	Vehicle Signal Section (12") LED (YEL ARW). per EA.	$ 230.00	$ 460.00	$ 300.00	$ 600.00	$ 70.00	30.43%	$ 300.00	$ 600.00	$ 70.00	30.43%	$ 330.00	$ 660.00	$ 100.00	43.48%	$ 290.00	$ 580.00	$ 60.00	26.09%
114	682	003		6	EA	Vehicle Signal Section (12") LED (YEL) per EA	$ 250.00	$ 1,500.00	$ 300.00	$ 1,800.00	$ 50.00	20.00%	$ 300.00	$ 1,800.00	$ 50.00	20.00%	$ 335.00	$ 2,010.00	$ 85.00	34.00%	$ 290.00	$ 1,740.00	$ 40.00	16.00%
115	682	003		6	EA	Vehicle Signal Section (12") LED (RED) per EA	$ 220.00	$ 1,320.00	$ 300.00	$ 1,800.00	$ 80.00	36.36%	$ 300.00	$ 1,800.00	$ 80.00	36.36%	$ 310.00	$ 1,860.00	$ 90.00	40.91%	$ 270.00	$ 1,620.00	$ 50.00	22.73%
116	682			2	EA	LED Countdown Pedestrian Signal (MOD) with Housing	$ 490.00	$ 980.00	$ 600.00	$ 1,200.00	$ 110.00	22.45%	$ 850.00	$ 1,700.00	$ 360.00	73.47%	$ 745.00	$ 1,490.00	$ 255.00	52.04%	$ 640.00	$ 1,280.00	$ 150.00	30.61%
117	684			715	LF	Traffic Signal Cable (TY A) (14 AWG) (2 Conductor). per LF.	$ 3.00	$ 2,145.00	$ 1.50	$ 1,072.50	$ (1.50)	-50.00%	$ 1.50	$ 1,072.50	$ (1.50)	-50.00%	$ 1.60	$ 1,144.00	$ (1.40)	-46.67%	$ 1.50	$ 1,072.50	$ (1.50)	-50.00%
118	684			414	LF	Traffic Signal Cable (TY A) (14 AWG) (4 Conductor). per LF	$ 1.50	$ 621.00	$ 1.50	$ 621.00	$ -	0.00%	$ 1.80	$ 745.20	$ 0.30	20.00%	$ 1.90	$ 786.60	$ 0.40	26.67%	$ 1.60	$ 662.40	$ 0.10	6.67%
119	684			1,022	LF	Traffic Signal Cable (TY A) (14 AWG) (5 Conductor). per LF.	$ 2.00	$ 2,044.00	$ 2.00	$ 2,044.00	$ -	0.00%	$ 1.90	$ 1,941.80	$ (0.10)	-5.00%	$ 2.00	$ 2,044.00	$ -	0.00%	$ 1.70	$ 1,737.40	$ (0.30)	-15.00%
120	684			394	LF	Traffic Signal Cable (TY A) (14 AWG) (7 Conductor). per LF.	$ 2.00	$ 788.00	$ 2.00	$ 788.00	$ -	0.00%	$ 2.10	$ 827.40	$ 0.10	5.00%	$ 2.15	$ 847.10	$ 0.15	7.50%	$ 1.90	$ 748.60	$ (0.10)	-5.00%
121	684			380	LF	Traffic Signal Cable (TY C) (14 AWG) (2 Conductor). per LF.	$ 0.85	$ 323.00	$ 2.00	$ 760.00	$ 1.15	135.29%	$ 1.45	$ 551.00	$ 0.60	70.59%	$ 1.65	$ 627.00	$ 0.80	94.12%	$ 1.50	$ 570.00	$ 0.65	76.47%
122	686			1	EA	Install Traffic Signal Pole AM (S) 1 ARM (40') LUM. per EA	$ 6,600.00	$ 6,600.00	$ 7,000.00	$ 7,000.00	$ 400.00	6.06%	$ 8,500.00	$ 8,500.00	$ 1,900.00	28.79%	$ 8,500.00	$ 8,500.00	$ 1,900.00	28.79%	$ 7,300.00	$ 7,300.00	$ 700.00	10.61%
123	686			1	EA	Install Traffic Signal Pole AM (S) 1 ARM (44') LUM. per EA	$ 7,280.00	$ 7,280.00	$ 8,000.00	$ 8,000.00	$ 720.00	9.89%	$ 8,600.00	$ 8,600.00	$ 1,320.00	18.13%	$ 9,400.00	$ 9,400.00	$ 2,120.00	29.12%	$ 8,100.00	$ 8,100.00	$ 820.00	11.26%
124	686			1	EA	Install Traffic Signal Pole AM (S) 1 ARM (48') LUM. per EA	$ 7,500.00	$ 7,500.00	$ 8,000.00	$ 8,000.00	$ 500.00	6.67%	$ 10,000.00	$ 10,000.00	$ 2,500.00	33.33%	$ 10,000.00	$ 10,000.00	$ 2,500.00	33.33%	$ 8,600.00	$ 8,600.00	$ 1,100.00	14.67%
125	687	004		2	EA	Pedestrian Pole Assembly. per EA	$ 1,100.00	$ 2,200.00	$ 3,000.00	$ 6,000.00	$ 1,900.00	172.73%	$ 2,200.00	$ 4,400.00	$ 1,100.00	100.00%	$ 3,400.00	$ 6,800.00	$ 2,300.00	209.09%	$ 2,900.00	$ 5,800.00	$ 1,800.00	163.64%
126	690			1	EA	Removal of Pedestrian Push Buttons. per EA	$ 53.00	$ 53.00	$ 100.00	$ 100.00	$ 47.00	88.68%	$ 150.00	$ 150.00	$ 97.00	183.02%	$ 110.00	$ 110.00	$ 57.00	107.55%	$ 95.00	$ 95.00	$ 42.00	79.25%
127	690			1	EA	Remove pedestrian Pole Assembly. per EA	$ 982.00	$ 982.00	$ 1,300.00	$ 1,300.00	$ 318.00	32.38%	$ 400.00	$ 400.00	$ (582.00)	-59.27%	$ 1,630.00	$ 1,630.00	$ 648.00	65.99%	$ 1,400.00	$ 1,400.00	$ 418.00	42.57%
128	3268			51,728	SY	Dense-Graded Hot Mix Asphalt (QA/QC) 2" TY C SAC-B PG64-22. per SY.	$ 7.50	$ 387,960.00	$ 8.60	$ 444,860.80	$ 1.10	14.67%	$ 9.50	$ 491,416.00	$ 2.00	26.67%	$ 10.25	$ 530,212.00	$ 2.75	36.67%	$ 8.75	$ 452,620.00	$ 1.25	16.67%
129	3268			51,728	SY	Dense-Graded Hot Mix Asphalt (QA/QC) 4" TY C PG64-22. per SY.	$ 14.50	$ 750,056.00	$ 16.70	$ 863,857.60	$ 2.20	15.17%	$ 17.00	$ 879,376.00	$ 2.50	17.24%	$ 19.75	$ 1,021,628.00	$ 5.25	36.21%	$ 16.25	$ 840,580.00	$ 1.75	12.07%
130	6007			1	EA	Removing Traffic Signals. per EA	$ 1,300.00	$ 1,300.00	$ 1,400.00	$ 1,400.00	$ 100.00	7.69%	$ 3,300.00	$ 3,300.00	$ 2,000.00	153.85%	$ 1,630.00	$ 1,630.00	$ 330.00	25.38%	$ 1,400.00	$ 1,400.00	$ 100.00	7.69%

BASE BID

Bid Item	Spec. Item No.	S.P. No	S.S. No.	Bid Quan.	Unit	Description with Unit Price in Words	Unit Price	Amount	Contr. 1 Unit	Contr. 1 Total	Contr. 1 Unit Variance	% Variance	Contr. 2 Unit	Contr. 2 Total	Contr. 2 Unit Variance	% Variance	Contr. 3 Unit	Contr. 3 Total	Contr. 3 Unit Variance	% Variance	Contr. 4 Unit	Contr. 4 Total	Contr. 4 Unit Variance	% Variance
131	6266	017		1	EA	VIVDS Processor System per EA	$ 8,000 00	$ 8,000 00	$ 130 00	$ 130 00	$ (7,870 00)	-98 38%	$ 1,500 00	$ 1,500 00	$ (6,500 00)	-81 25%	$ 163 00	$ 163 00	$ (7,837 00)	-97 96%	$ 140 00	$ 140 00	$ (7,860 00)	-98 25%
132	6266	017		3	EA	VIVDS Camera Assembly per EA	$ 1,600 00	$ 4,800 00	$ 300 00	$ 900 00	$ (1,300 00)	-81 25%	$ 825 00	$ 2,475 00	$ (775 00)	-48 44%	$ 359 00	$ 1,077 00	$ (1,241 00)	-77 56%	$ 310 00	$ 930 00	$ (1,290 00)	-80 63%
133	6266	017		1	EA	VIVDS Set-up System, per EA	$ 600 00	$ 600 00	$ 600 00	$ 600 00	$ -	0 00%	$ 1,200 00	$ 1,200 00	$ 600 00	100 00%	$ 750 00	$ 750 00	$ 150 00	25 00%	$ 650 00	$ 650 00	$ 50 00	8 33%
134	6266	017		591	LF	VIVDS Communication Cable (Coaxial) per LF	$ 2 00	$ 1,182 00	$ 3 00	$ 1,773 00	$ 1 00	50 00%	$ 3 50	$ 2,068 50	$ 1 50	75 00%	$ 3 50	$ 2,068 50	$ 1.50	75 00%	$ 3 00	$ 1,773 00	$ 1 00	50 00%
135	6834			1	EA	Portable Changeable Message Sign Per EA	$ 9,500 00	$ 9,500 00	$ 25,000 00	$ 25,000 00	$ 15,500 00	163 16%	$ 25,000 00	$ 25,000 00	$ 15,500 00	163 16%	$ 29,000 00	$ 29,000 00	$ 19,500 00	205 26%	$ 7,500 00	$ 7,500 00	$ (2,000 00)	-21 05%
136	8818			1	EA	Wireless Ethernet Radio per EA	$ 3,000 00	$ 3,000 00	$ 6,000 00	$ 6,000 00	$ 3,000 00	100 00%	$ 3,400 00	$ 3,400 00	$ 400 00	13 33%	$ 7,800 00	$ 7,800 00	$ 4,800 00	160 00%	$ 6,800 00	$ 6,800 00	$ 3,800 00	126 67%
137	8835			2	EA	Accessible Pedestrian Signal Units per EA	$ 1,200 00	$ 2,400 00	$ 3,500 00	$ 7,000 00	$ 2,300 00	191.67%	$ 2,500 00	$ 5,000 00	$ 1,300 00	108 33%	$ 4,435 00	$ 8,870 00	$ 3,235 00	269 58%	$ 3,800 00	$ 7,600 00	$ 2,600 00	216 67%
138	8851			65	LF	Ethernet Cable Cat 5, per LF.	$ 3 80	$ 247 00	$ 2 00	$ 130 00	$ (1 80)	-47 37%	$ 4 80	$ 312 00	$ 1 00	26 32%	$ 2 20	143 00	$ (1 60)	-42 11%	$ 2.00	$ 130 00	$ (1.80)	-47 37%
139	COA 506S-3			5	EA	Standard Manhole w/Base, 4-ft dia., all depths, complete and in place per EA	$ 3,500 00	$ 17,500 00	$ 3,200 00	$ 16,000 00	$ (300 00)	-8 57%	$ 3,000 00	$ 15,000 00	$ (500 00)	-14 29%	$ 2,500 00	$ 12,500 00	$ (1,000 00)	-28 57%	$ 2,100 00	$ 10,500 00	$ (1,400 00)	-40 00%
140	COA 506S-3			20	EA	Standard Manhole w/Base, 5-ft dia., all depths, complete and in place, per EA	$ 4,000 00	$ 80,000 00	$ 4,400 00	$ 88,000 00	$ 400 00	10 00%	$ 3,500 00	$ 70,000 00	$ (500 00)	-12 50%	$ 4,000 00	$ 80,000 00	$ -	0 00%	$ 3,000 00	$ 60,000 00	$ (1,000 00)	-25 00%
141	COA 506S-4			25	EA	Minor Manhole Adjustment per EA	$ 600 00	$ 15,000 00	$ 700 00	$ 17,500 00	$ 100 00	16 67%	$ 1,200 00	$ 30,000 00	$ 600 00	100 00%	$ 1,000 00	$ 25,000 00	$ 400 00	66 67%	$ 600 00	$ 15,000 00	$ -	0 00%
142	COA 506S-5			2	EA	Standard Manhole w/Base, 5-ft by 5-ft box, all depths complete and in place per EA	$ 4,000 00	$ 8,000 00	$ 4,200 00	$ 8,400 00	$ 200 00	5 00%	$ 3,500 00	$ 7,000 00	$ (500.00)	-12 50%	$ 3,800 00	$ 7,600 00	$ (200 00)	-5.00%	$ 2,500 00	$ 5,000 00	$ (1,500 00)	-37 50%
143	COA 506S-5			1	EA	Standard Manhole w/Base, 6-ft by 6-ft box, all depths complete and in place per EA	$ 5,000 00	$ 5,000 00	$ 5,000 00	$ 5,000 00	$ -	0 00%	$ 4,500 00	$ 4,500 00	$ (500 00)	-10 00%	$ 5,200 00	$ 5,200 00	$ 200.00	4 00%	$ 3,000 00	$ 3,000 00	$ (2,000 00)	-40 00%
144	COA 508S-3			41	EA	Inlet, 10-ft (all depths), complete and in place per EA	$ 3,500 00	$ 143,500 00	$ 3,800 00	$ 155,800 00	$ 300 00	8 57%	$ 3,500 00	$ 143,500.00	$ -	0 00%	$ 3,800 00	$ 155,800 00	$ 300 00	8 57%	$ 3,600 00	$ 147,600 00	$ 100 00	2 86%
145	COA 508S-3			3	EA	Inlet, 15-ft (all depths), complete and in place per EA	$ 5,000 00	$ 15,000 00	$ 6,500 00	$ 19,500 00	$ 1,500 00	30 00%	$ 4,600 00	$ 13,800 00	$ (400 00)	-8 00%	$ 6,500 00	$ 19,500 00	$ 1,500 00	30 00%	$ 5,000 00	$ 15,000 00	$ -	0 00%
146	COA 628S-2			44	EA	Filter Curb Inlet Protection (New Inlet), complete and in place per EA	$ 40 00	$ 1,760 00	$ 80 00	$ 3,520 00	$ 40 00	100 00%	$ 75 00	$ 3,300 00	$ 35 00	87 50%	$ 78.00	$ 3,432 00	$ 38.00	95 00%	$ 70 00	$ 3,080 00	$ 30 00	75 00%
147	COA 639S-1			88	LF	Rock Berm, w/ 18-inch dia Rocks, complete and in place per LF	$ 30 00	$ 2,640 00	$ 32 00	$ 2,816 00	$ 2.00	6 67%	$ 56 00	$ 4,928 00	$ 26 00	86 67%	$ 32 00	$ 2,816 00	$ 2 00	6 67%	$ 28 00	$ 2,464 00	$ (2 00)	-6 67%
148	COA 641S-1			280	SY	Stabilized Construction Entrance, complete and in place per SY.	$ 20 00	$ 5,600 00	$ 18 00	$ 5,040 00	$ (2 00)	-10 00%	$ 12 50	$ 3,500 00	$ (7.50)	-37 50%	$ 12 50	$ 3,500.00	$ (7 50)	-37 50%	$ 11.00	$ 3,080 00	$ (9 00)	-45 00%
149	COA 642S-1			6,577	LF	Silt Fence, complete and in place per LF	$ 2.50	$ 16,442 50	$ 2 50	$ 16,442 50	$ -	0 00%	$ 2 00	$ 13,154 00	$ (0 50)	-20 00%	$ 2 15	$ 14,140.55	$ (0 35)	-14 00%	$ 2 00	$ 13,154 00	$ (0 50)	-20 00%
150	COA 824			1	EA	Traffic Signs Per EA	$ 620 00	$ 620 00	$ 500 50	$ 500 50	$ (119 50)	-19 27%	$ 475.00	$ 475 00	$ (145 00)	-23.39%	$ 580 00	$ 580 00	$ (40 00)	-6 45%	$ 84 88	$ 84 88	$ (535 12)	-86 31%
151	COA 831S			1	EA	4" dia Pedestrian signal foudation Per EA	$ 5,000 00	$ 5,000 00	$ 3,000 00	$ 3,000 00	$ (2,000 00)	-40.00%	$ 1,300 00	$ 1,300 00	$ (3,700 00)	-74 00%	$ 3,400 00	$ 3,400 00	$ (1,600 00)	-32 00%	$ 2,900 00	$ 2,900 00	$ (2,100 00)	-42 00%
152	COA 831S			1	EA	36" dia Traffic signal drilled shaft foundation Per EA	$ 6,875 00	$ 6,875 00	$ 4,000 00	$ 4,000 00	$ (2,875 00)	-41 82%	$ 4,000 00	$ 4,000 00	$ (2,875 00)	-41.82%	$ 5,000 00	$ 5,000 00	$ (1,875 00)	-27 27%	$ 4,300 00	$ 4,300.00	$ (2,575 00)	-37 45%
153	COA 832S			2	EA	Vehicular signal installation (3 section). Per EA	$ 830 00	$ 1,660 00	$ 1,800 00	$ 3,600 00	$ 970 00	116 87%	$ 1,000 00	$ 2,000 00	$ 170 00	20 48%	$ 2,200 00	$ 4,400 00	$ 1,370.00	165 06%	$ 1,900 00	$ 3,800 00	$ 1,070 00	128 92%
154	COA 832S			1	EA	Vehicular signal installation (5 section). Per EA	$ 1,000 00	$ 1,000 00	$ 2,500 00	$ 2,500 00	$ 1,500 00	150 00%	$ 1,600 00	$ 1,600 00	$ 600 00	60 00%	$ 3,100 00	$ 3,100 00	$ 2,100 00	210 00%	$ 2,700 00	$ 2,700 00	$ 1,700 00	170 00%
155	COA 833S			3	EA	Pedestrian Push-button Per EA	$ 220.00	$ 660 00	$ 300 00	$ 900 00	$ 80.00	36 36%	$ 350 00	$ 1,050.00	$ 130 00	59 09%	$ 365 00	$ 1,095 00	$ 145 00	65 91%	$ 315.00	$ 945.00	$ 95.00	43 18%
156	COA 834S			1	EA	Traffic Signal pull box, type C Per EA	$ 4,500 00	$ 4,500 00	$ 3,000 00	$ 3,000 00	$ (1,500 00)	-33.33%	$ 1,300 00	$ 1,300 00	$ (3,200.00)	-71.11%	$ 4,000 00	$ 4,000 00	$ (500 00)	-11.11%	$ 3,400 00	$ 3,400.00	$ (1,100 00)	-24 44%
157	COA 835S			265	LF	Installing traffic signal conduit with conduit 2 inches in diameter. Per LF	$ 4 60	$ 1,219 00	$ 11.00	$ 2,915 00	$ 6.40	139 13%	$ 6 00	$ 1,590 00	$ 1.40	30 43%	$ 13 30	$ 3,524 50	$ 8.70	189 13%	$ 12 00	$ 3,180 00	$ 7.40	160 87%
158	COA 835S			5	LF	Installing traffic signal conduit with conduit 3 inches in diameter. Per LF	$ 6 00	$ 30 00	$ 15 00	$ 75 00	$ 9.00	150 00%	$ 8.50	$ 42.50	$ 2 50	41.67%	$ 18 50	$ 92.50	$ 12 50	208 33%	$ 16 00	$ 80 00	$ 10 00	166 67%
159	COA 838S			1	EA	Pedestrian signal installation Per EA	$ 1,100 00	$ 1,100 00	$ 800 00	$ 800 00	$ (300 00)	-27 27%	$ 1,000 00	$ 1,000 00	$ (100 00)	-9 09%	$ 980 00	$ 980 00	$ (120 00)	-10 91%	$ 1,000 00	$ 1,000 00	$ (100 00)	-9 09%
160	COA 839S			1	EA	Install traffic signal pole AM(S) 1 ARM (35') Per EA	$ 5,700 00	$ 5,700 00	$ 9,000 00	$ 9,000 00	$ 3,300 00	57 89%	$ 11,000 00	$ 11,000 00	$ 5,300 00	92 98%	$ 11,500 00	$ 11,500.00	$ 5,800 00	101 75%	$ 10,000 00	$ 10,000 00	$ 4,300 00	75 44%
161	COA 844S			265	LF	Class 1 Trenching for traffic signal conduit. Per LF	$ 4 30	$ 1,139 50	$ 27 00	$ 7,155 00	$ 22 70	527 91%	$ 5 00	$ 1,325 00	$ 0 70	16 28%	$ 31 00	$ 8,215 00	$ 26.70	620 93%	$ 27 00	$ 7,155 00	$ 22 70	527.91%
162	COA 844S			5	LF	Class 2 Trenching for traffic signal conduit. Per LF	$ 5.40	$ 27 00	$ 29 00	$ 145 00	$ 23.60	437 04%	$ 5 50	$ 27.50	$ 0 10	1.85%	$ 33 00	$ 165 00	$ 27.60	511 11%	$ 29 00	$ 145.00	$ 23 60	437 04%
163	COA SS-04			1	LS	Water Quality Pond System L. Splitter box and Weir, complete and in place per LS.	$ 200,000 00	$ 200,000 00	$ 194,000 60	$ 194,000 60	$ (5,999 40)	-3.00%	$ 175,000 00	$ 175,000 00	$ (25,000.00)	-12 50%	$ 220,000 00	$ 220,000 00	$ 20,000 00	10 00%	$ 200,000 00	$ 200,000 00	$ -	0 00%
							Base Bid Total	$6,536,564.50		$ 6,584,757.00		100.74%		$ 6,663,703.32		101.95%		$ 9,070,711.41		138.77%		$ 6,354,214.91		97.21%

ALTERNATE BID (TREE RELOCATION OPTION)

Bid Item	Spec. Item No.	S.P. No	S.S. No.	Bid Quan.	Unit	Description with Unit Price in Words	Unit Price	Amount	Contr. 1 Unit	Contr. 1 Total	Contr. 1 Unit Variance	% Variance	Contr. 2 Unit	Contr. 2 Total	Contr. 2 Unit Variance	% Variance	Contr. 3 Unit	Contr. 3 Total	Contr. 3 Unit Variance	% Variance	Contr. 4 Unit	Contr. 4 Total	Contr. 4 Unit Variance	% Variance
T-1				1	LS	Tree Relocation, per LS	$ 275,000 00	$ 275,000 00	$ 120,000 00	$ 120,000 00	$ (155,000 00)	-56 36%	$ 157,000 00	$ 157,000 00	($118,000 00)	-42 91%	$ 162,000 00	$ 162,000 00	$ (113,000 00)	-41 09%	$ 245,000 00	$ 245,000 00	$ (30,000 00)	-10 91%
							Alternate Bid Total	$275,000.00		$ 120,000.00		43.64%		$ 157,000.00		57.09%		$ 162,000.00		58.91%		$ 245,000.00		89.09%

BASE BID AND ALTERNATE BID

							Bid Total	$6,811,564.50		$ 6,704,757.00		98.43%		$ 6,820,703.32		100.13%		$ 9,232,711.41		135.54%		$ 6,599,214.91		96.88%

Funds Reservation 300000318

Created 11-07-13 @ 4:45 pm

General Data

Document type	FC	Document type	030
Company code	1000	Document date	09/21/2012
FM area	1000	Posting date	09/21/2012
Controlling area	1000	Currency	USD/ 1.00000

Statistics

Entered by	WILLIAD	Created on	09/21/2012
Last changed by	HUFFH	Last changed	02/25/2013

More Data

Text	Frate Barker Rd - For Construction Contract Bid
Reference	
Overall Amount	7,400,000.00 USD

Document item 001

Text			
Commitment item	521040	Funds center	1498000001
Fund	0001	G/L account	521040
Cost center	1498000001	Due on	
Vendor		Customer	
Amount	409,470.34 USD		

Document item 002

Text	GRANT PORTION ESTIMATE FOR CONST BID		
Commitment item	521040	Funds center	1490190001
Fund	2075	G/L account	521040
Cost center	1490190000	Due on	
Vendor		Customer	
Amount	5,920,000.00 USD		

Document item 003

Text	MATCH FUND 4056 PORTION ESTIMATE FOR CONST BID		
Commitment item	521040	Funds center	1490190000
Fund	4056	G/L account	521040
Cost center	1490190000	Due on	
Vendor		Customer	
Amount	1,000,000.00 USD		

Document item 004

Funds Reservation 300000318

Created 11-07-13 @ 4:45 pm

General Data

Document type	FC	Document type	030
Company code	1000	Document date	09/21/2012
FM area	1000	Posting date	09/21/2012
Controlling area	1000	Currency	USD/ 1.00000

Statistics

Entered by	WILLIAD	Created on	09/21/2012
Last changed by	HUFFH	Last changed	02/25/2013

More Data

Text	Frate Barker Rd - For Construction Contract Bid
Reference	
Overall Amount	7,400,000.00 USD

Text	MATCH FUND 4063 PORTION ESTIMATE FOR CONST BID		
Commitment item	522040	Funds center	1490190000
Fund	4063	G/L account	522040
Cost center	1490190000	Due on	
Vendor		Customer	
Amount	70,529.66 USD		

STATE OF TEXAS §

COUNTY OF TRAVIS §

CONTRACT FOR CONSTRUCTION PROJECT of Frate Barker Road Improvement Project BETWEEN TRAVIS COUNTY AND CAPITAL EXCAVATION COMPANY

This Agreement is made and entered into this day by and between Travis County, Texas, a political subdivision of the State of Texas (the "County") and Capital Excavation Company, (hereinafter referred to as the "Contractor") and shall be binding upon their respective executors, administrators, heirs, successors, and assigns.

WHEREAS, the County desires to enter into a contract for the construction of **Frate Barker Road Improvement Project** in Travis County, Texas, in accordance with the provisions of state and federal regulations and conforming to the Contractor's Notice of Construction, Bid Proposal, Specifications and Plans marked **Frate Barker Road Improvement Project** (IFB NO. B1306-021-JW), all of which are hereby incorporated by reference as if fully copied and set forth herein at length;

WHEREAS, the Contractor has been engaged in and now does comparable work and represents that he/she 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 above mentioned documents, Specifications and the Plans marked (IFB NO. B1306-021-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, **Frate Barker Road Improvement Project** in Travis County, Texas, in accordance with the provisions of the aforementioned Contractors' Notice of Construction, the Bid Proposal as awarded by the Commissioners Court, and the Specifications and Plans marked (IFB NO. B1306-021-JW), and the terms, conditions, and provisions of this Contract, to the satisfaction of the County Executive of the Transportation and Natural Resources Department of Travis County, Texas.

1. Entire Agreement. This contract document, the Contractor's Notice of Construction, the Bid Proposal, and the Specifications and Plans marked (IFB NO. B1306-021-JW) including all Exhibits and 12 Attachments thereto represent the entire and integrated Contract between the County and the Contractor and supersede all prior negotiations, representations, or agreements, either oral or written.

2. Completion of Project. The said Contractor further agrees to be available for work within fourteen (14) calendar, and to complete the work within 356 working days, after receiving a written "Notice to Proceed", approved by the County Executive, the County Purchasing Agent, and the FHWA Division Administrator. The Contractor warrants that the completed project shall be adequate for the purposes intended.

3. Consideration. Travis County, Texas, in consideration of the full and true performance of the said work by said Contractor in accordance with this Contract, hereby agrees and binds itself to pay to said Contractor the total contract amount of $6,354,214.91, consisting of $1,736,925.00 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 $4,617,289.91 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 thirty (30) calendar days from the receipt of an acceptable invoice.

4. Choice of Law/Venue. This contract shall be construed according to the laws of the State of Texas and the United States of America. The performance for this Contract shall be in Travis County, and venue for any action will lie in Travis County, Texas.

5. Delinquent Taxes. Notwithstanding anything to the contrary herein, if Contractor is delinquent in payment of taxes within Travis County 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.

6. Amendment. This Contract may be amended only by written instrument signed by both the County and the Contractor and subject to the approval of the FHWA Division Administrator. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT OF THE COUNTY.

7. Notice.

7.1 Manner. Any notice to be given under this Contract shall be in writing and may be effected by personal delivery, by hand delivery through a courier or a delivery service, or by registered or certified mail, postage prepaid, return receipt requested, addressed to the proper party, at the following address:

COUNTY:

Cyd Grimes, C.P.M., CPPO (or successor)
Travis County Purchasing Agent

Hand Delivery:

700 Lavaca St., Ste. 800
Austin, Texas 78701

Registered or Certified Mail (Return receipt requested):

P. O. Box 1748
Austin, Texas 78767

Copy To:

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

CONTRACTOR:

Capital Excavation Company
P.O. Box 1301
Austin, TX 78767
Contact: Gary Botkin
Title: Vice President

7.2 Effect. Notice by personal delivery or hand delivery shall be deemed effective immediately upon delivery, provided notice is given as required by Subsection 7.1 hereof. Notice by registered or certified mail shall be deemed effective 3 days after deposit in a U.S. mailbox or U.S. Post Office.

7.3 Change of Address. Either party hereto may change its address by giving notice as provided herein.

8. Forfeiture of Contract.

8.1 Forfeiture. Contractor must forfeit all benefits of the Contract and County must retain all performance by Contractor and recover all consideration or the value of all consideration paid to Contractor pursuant to the Contract if:

8.1.1. Contractor was doing business at the time of submitting its bid or had done business during the 365-day period immediately prior to the date on which its bid was due with one or more Key Contracting Persons listed in Exhibit A to the Ethics Affidavit which is attached to IFB No. B1306-021-JW and incorporated by reference therein as Exhibit A (both contained in Attachment 4 thereto); or

8.1.2 Contractor does business with a Key Contracting Person after the date on which the bid that resulted in this Contract is submitted and prior to full performance of this Contract.

8.2 Definition. "Was Doing Business" or "Does Business" mean:

8.2.1 paying or receiving in any calendar year any money or valuable thing which is worth more than $250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or

8.2.2 loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than $250 in the aggregate in a calendar year;

8.2.3 **but does not include** 8.2.4 any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public;

8.2.5 any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and

8.2.6 a transaction for a financial service or insurance coverage made on behalf of Contractor if Contractor is a national or multinational corporation by an agent, employee or other representative of Contractor who does not know and is not in a position that he or she should have known about the Contract.

8.3 Waiver. 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.

9. Contract Construction.

9.1 Gender and Number. Words of any gender in this Contract shall be construed to include the other, and words in either number shall be construed to include the other, unless the context in this Contract clearly requires otherwise.

9.2 Headings and Titles. Headings and titles at the beginning of this Contract, including all Exhibits and Attachments hereto, have been included only to make it easier to locate the subject matter covered by that part, section or subsection and shall not be used in construing this Contract.

9.3 Computation of Time. Whenever any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that Travis County has declared a holiday for its employees, these days may be omitted from the computation. All hours stated in this Contract are stated in Central Standard Time or in Central Daylight Savings Time, as applicable. Contractor may obtain a copy of Travis County's holiday schedule from the Purchasing Agent.

9.4 Interpretation. Provisions, words, phrases, and Texas statutes and regulations, whether incorporated by actual use or reference into this Contract, including all Exhibits and Attachments hereto, shall be construed in accordance with Chapters 311 and 312 of the Texas Government Code. Provisions, words, phrases, and federal statutes and regulations, whether incorporated by actual use or reference, shall be applied to this Contract, including all Exhibits and

Attachments hereto, in accordance with applicable federal regulations and guidelines.

10. Severability. The provisions of this Contract are severable. If any clause, sentence, provision, paragraph, or article of this Contract, including the Exhibits and Attachments hereto, or the application of this Contract, including the Exhibits and Attachments hereto, to any person or circumstance is held by any court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or unenforceability shall not impair, invalidate, nullify, or otherwise affect the remainder of this Contract, including the Exhibits and Attachments hereto, but the effect thereof shall be limited to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or unenforceable, and the application of such clause, sentence, provision, paragraph, or article to other persons or circumstances shall not be affected.

11. Sovereign Immunity. The parties expressly agree that no provision of this Contract, including the Exhibits and Attachments hereto, is in any way intended to constitute a waiver by Travis County of any immunities from suit or liability that County may have by operation of law and, Travis County hereby retains all of its affirmative defenses.

12. Compliance with Applicable Law. The Contractor shall comply with all applicable federal, state, and local laws, regulations, and ordinances related in any way to this Contract. Contractor shall notify the County in writing of any failure to comply with such laws, regulations, or ordinances, where such failure affects in any way Contractor's ability to provide service(s) under this Contract. This Paragraph shall be construed in conjunction with Paragraph 7.1 (entitled “Laws to be Observed”) of IFB No. B1306-021-JW.

13. Name and Ownership. Contractor remains responsible for the performance of this Contract, including all Exhibits and Attachments hereto, when there is a change of name or change of ownership, other than an outright sale of Contractor's business such that Contractor, including its officers and executives, is no longer involved in the business's operations. If a change of name or ownership occurs, Contractor shall immediately notify the County Purchasing Agent. No change in the obligations of or to Contractor will be recognized unless or until it is approved by the Travis County Commissioners Court with the concurrence of the FHWA Division Administrator.

14. Payments.

14.1 Each payment made hereunder must be allowable under Title 48 Code of Federal Regulations Part 31 and must be consistent with this Contract including the Exhibits and Attachments hereto. Payment shall be made by check or warrant upon satisfactory delivery and acceptance of items and submission of a Correct and Complete invoice to the address below for orders placed by the Purchasing Agent, or to the address indicated on Purchase Orders placed by other authorized County offices and/or departments. Invoices shall be submitted to.

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

14.2 In addition to the information required under Subsection 9.4 of IFB No. B1306-021-JW, a "Correct and Complete" invoice shall include at least the following:

14.2.1 Name, address, and telephone number of the Contractor and similar information in the event payment is to be made to a different address;
14.2.2 County Contract, Purchase Order, or Delivery Order number,
14.2.3 identification of items or services as outlined in this Contract;
14.2.4 quantity or quantities, applicable unit prices, total prices, and total amount; and
14.2.5 any additional payment information which may be called for by this Contract.

The Contractor shall also submit a statement with each invoice showing the percentage completion of the work accomplished during the preceding thirty (30) day period and the percentage completion to date, as well as any additional written information requested by the County to document the progress of the work.

14.3 Payments made under this Contract are subject to the cost principles set forth in 48 C. F. R. Part 31. In addition, this Contract is subject to the Prompt Payment Act, Chapter 2251, Texas Government Code. In the event of a clear conflict between 48 C.F.R. Part 31 and the Prompt Payment Act, applicable provisions of 48 C.F.R. Part 31 shall control.

14.4 Contractor must pay its subcontractors for satisfactory performance of their contracts, no later than ten (10) days from the Contractor's receipt of payments from County hereunder. The Contractor shall promptly make full payment of any and all retainage to subcontractors within 30 days after subcontractor's work is satisfactorily completed. Contractor must complete and submit the Prompt Payment Certification (Federal-Aid Projects) form set forth in Form 2177 as prescribed therein.

14.5 Contractor shall complete and submit other forms and reports, as required, including the forms and reports set forth in Attachment 8 and other forms and reports required by FHWA or TxDOT.

14.6 Contractor shall comply with the Cost Principles described in OMB Circular A-87, Revised.

14.7 All payments under this Section 14 are subject to Paragraphs 5.15 (entitled "Final Payment") and 9.6 (entitled "Acceptance and Final Payment") of IFB No. B1306-021-JW.

15. Successors and Assigns. Upon County's execution of this Contract, including all Exhibits and Attachments hereto, the provisions of this Contract shall be binding upon and inure to the benefit of Travis County and Capital Excavation Company and their respective successors, executors, administrators, and permitted assigns.

Additional Contract Provisions

In addition to the Contract provisions set forth above and the Contract provisions set forth in IFB No. B1306-021-JW, the following Contract provisions apply.

A. Incorporation of Provisions of Form FHWA-1273.

FORM FHWA-1273 SETS FORTH REQUIRED CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS SUPPORTED IN WHOLE OR IN PART BY FEDERAL FUNDS. ALL OF THE PROVISIONS OF FORM FHWA-1273, INCLUDING ALL THE EXHIBITS AND ATTACHMENTS THERETO, ARE HEREBY INCORPORATED BY REFERENCE HEREIN AND ATTACHED HERETO AS **ATTACHMENT 13.** ALL REFERENCES IN FORM FHWA-1273 TO THE SHA, SHA "CONTRACTING OFFICER" OR STATE ARE REFERENCES TO THE COUNTY, FOR PURPOSES OF THIS IFB AND ANY RESULTING CONTRACT. THE PROVISIONS OF FORM FHWA-1273 CONSTITUTE PERFORMANCES BY THE CONTRACTOR IN ACCORDANCE WITH THIS CONTRACT

Required Contract Provisions Federal-Aid Construction Contracts

I. General

II. Nondiscrimination

III. Nonsegregated Facilities

IV. Payment of Predetermined Minimum Wage

V. Statements and Payrolls

VI. Record of Materials, Supplies, and Labor

VII. Subletting or Assigning the Contract

VIII. Safety: Accident Prevention

IX. False Statements Concerning Highway Projects

X. Implementation of Clean Air Act and Federal Water Pollution Control Act

XI. Certification Regarding Debarment, Suspension Ineligibility, and Voluntary Exclusion

XII. Certification Regarding Use of Contract Funds for Lobbying

Attachments

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

    a. Section I, paragraph 2;
    b. Section IV, paragraphs 1, 2, 3, 4, and 7;
    c. Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 *et seq*.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State Highway Agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action,

will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

a. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

a. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

b. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of

race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

1. The number of minority and non-minority group members and women employed in each work classification on the project;
2. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
4. The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of $10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship

which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

1. the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

2. the additional classification is utilized in the area by the construction industry;

3. the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

4. with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider

as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

1. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
2. The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
3. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program

does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

4. In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

1. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

2. The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

3. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for

apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

4.. In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1. that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

2. that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

3. that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than $1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of

all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR

635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than $10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 *et seq*., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq*., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it 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 the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters 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, the department or agency may terminate this transaction for cause or default.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of $25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may

contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it 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 the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters 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, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

   b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT PREFERENCE FOR APPALACHIAN CONTRACTS

(Applicable to Appalachian contracts only.)

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

    a. To the extent that qualified persons regularly residing in the area are not available.

    b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

    c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.

The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

B. Maintenance of and Right of Access to Records

1. The Contractor shall maintain all books, documents, papers, accounting records, other records and other evidence pertaining to goods, materials, supplies, and services provided under this Contract, including the Exhibits and Attachments hereto, and all costs and expenses for such goods, materials, supplies, and services provided hereunder. With respect to accounting records, the Contractor shall maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the Project, together with documentation of evaluations and study results. This Paragraph is subject to and should be construed in accordance with Section V of Form FHWA-1273.

2. The records described in Paragraph 1 above shall be maintained during this Contract period and for four (4) years from the date of completion of work defined under this Contract, including the Exhibits and Attachments hereto, or until any impending litigation has been completely and fully resolved, or until all pending matters relating to this Contract, including the Exhibits and Attachments hereto, are closed, whichever occurs last.

3. At no expense, the County, TxDOT, the FHWA, [may substitute U.S.DOT] the Comptroller General of the United States, the U.S. Office of the Inspector General, and other federal agencies or any of their duly authorized representatives shall have access to the records described in Paragraph 1 above for purposes of making audits, examinations, excerpts and transcriptions.

C. Disadvantaged Business Enterprise (DBE) Program Requirements

1. In accordance with applicable provisions of the Memorandum of Understanding between Travis County and the Texas Department of Transportation ("MOU"), the Contractor agrees to comply with the requirements set forth in Attachment 8 to IFB No. B1306-021-JW, including all documents attached thereto, covering TxDOT's DBE Program requirements adopted by Travis County.

2. The Contractor shall submit progress assessment reports (Form SMS.4903, Attachment 8), to report actual payments made to Disadvantaged Business Enterprises. One copy shall be submitted with each billing statement to the Transportation and Natural Resources Department, with one copy to the County's DBE Liaison officer at the Travis County Purchasing office, 700 Lavaca Street, Suite 800, Austin, Texas 78701.

3. Prior to contract closeout, the Contractor shall submit a final report, (Form SMS.4904, Attachment 8), to the County's DBE Liaison officer at the Travis County Purchasing office, 700 Lavaca Street, Suite 800, Austin, Texas 78701.

4. The Contractor's subcontracting program must comply with the requirements of Attachment 8 to IFB No. B1306-021-JW, (DBE requirements).

5. The Contractor must not terminate for convenience a listed DBE subcontractor or an approved substitute firm and subsequently perform the work of the terminated subcontractor with Contractor's own personnel or those of an affiliate, without prior written consent of County or FHWA [may substitute U.S.DOT] as appropriate.

6. All subcontracts for goods, materials, supplies, and services related to the construction contract shall include the provisions of this Section and any other provisions required by law.

7. Contractor shall monitor DBE subcontractors to ensure that contracted work is performed, and County shall monitor Contractor to ensure Contractor's compliance with the DBE program requirements set forth in this Section and Attachment 8 to IFB No. B1306-021-JW.

D. <u>Subcontracting</u>

1. Before subcontracting the work or any of its other responsibilities under this Contract, the Contractor shall obtain the written consent of the Travis County Commissioners Court. Before authorizing a subcontract, the County shall ensure that each subcontract is evidenced in writing and that it contains all pertinent provisions required hereunder to be included in all subcontracts; and, in connection herewith, in its discretion and with the concurrence of the FHWA Division Administrator, the County may require that Contractor certify that each subcontract will be in the form of a written agreement containing all such required provisions.

2. To ensure that all work under this Contract, including the Exhibits and Attachments hereto, and all related subcontract work is performed in accordance with the Contract requirements, Contractor shall furnish: (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the Contract requirements, and is in charge of all construction operations regardless of who performs the work; and (b) such other of its own organizational resources (supervision, management, and engineering services) as the County determines are necessary to assure the performance of this Contract.

EXECUTED THIS _____ DAY OF _____, YEAR_____.

TRAVIS COUNTY, TEXAS

BY:_____
TRAVIS COUNTY JUDGE

_____
CONTRACTOR NAME

BY:_____

APPROVED AS TO FORM:

_____

TRAVIS COUNTY ATTORNEY

APPROVED:

_____

COUNTY PURCHASING AGENT

CERTIFIED FUNDS ARE AVAILABLE

_____

COUNTY AUDITOR, TRAVIS COUNTY

DRAFT

Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, November 12, 2013
Prepared By/Phone Number: C.W. Bruner, 854-9760
Elected/Appointed Official/Dept. Head: Cyd Grimes
Commissioners Court Sponsor: Judge Biscoe

Approve Modification No. 1, an Assignment of Contract No. 4400001477 from ErgoGenesis to ErgoGenesis Workplace Solutions, 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.

  This contract will provide the ErgoGenesis brand of furniture Countywide.

  This Modification No. 1 will approve assignment of Contract # 4400001477 to ErgoGenesis Workplace Solutions, LLC from ErgoGenesis. ErgoGenesis Workplace Solutions, LLC will assume all rights and responsibilities to Contract # 4400001477.

- **Contract Modification Information:**
  Modification Amount: N/A
  Modification Type: Unilateral, Requirements
  Modification Period: June 25, 2013 – June 24, 2014

- **Funding Information:**
  ☐ SAP Shopping Cart # / Funds Reservation #:
  ☒ Comments: N/A

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.

Created 11-07-13 @ 4:45 pm

MODIFICATION OF CONTRACT NUMBER: 4400001477, Countywide Furniture **PAGE 1 OF 2 PAGES**

ISSUED BY:	PURCHASING AGENT ASST:	DATE PREPARED:
PURCHASING OFFICE 700 LAVACA STREET 8TH FLOOR AUSTIN, TX 78701	CW Bruner TEL. NO: (512) 854-9760 FAX NO: (512) 854-4211	**October 28, 2013**
ISSUED TO: 1000007860 Ergogenesis Attn: Ken Gray 1 BodyBilt Place Navasota, Texas 77868	MODIFICATION NO.: **1**	EXECUTED DATE OF ORIGINAL CONTRACT: **June 11, 2013**

ORIGINAL CONTRACT TERM DATES: **June 25, 2013 to June 24, 2014** CURRENT CONTRACT TERM DATES: **June 25, 2013 to June 24, 2014**

FOR TRAVIS COUNTY INTERNAL USE ONLY: Original Contract Amount: $____N/A_____ Current Modified Amount $____N/A_____

DESCRIPTION OF CHANGES: Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

The above referenced contract is hereby modified to reflect the following changes:

Effective October 1, 2013, the Contractor's name on Contract No. 4400001477 is changed as follows:

ErgoGenesis 1 BodyBilt Place Navasota, Texas 77868 Tax ID # 043719728 Vendor ID # 1000007860	to	ErgoGenesis Workplace Solutions, LLC. 1 BodyBilt Place Navasota, Texas 77868 Tax ID # 352485796 Vendor ID # 1000019044

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: _____ BY:_____ SIGNATURE BY:_____ PRINT NAME TITLE:_____ ITS DULY AUTHORIZED AGENT	☐ DBA ☐ CORPORATION ☐ OTHER DATE:
TRAVIS COUNTY, TEXAS BY:_____ CYD V. GRIMES, C.P.M., CPPO, TRAVIS COUNTY PURCHASING AGENT	DATE:
TRAVIS COUNTY, TEXAS BY:_____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:

Created 11-07-13 @ 4:45 pm

ASSIGNMENT OF CONTRACT

The parties to this Assignment of Contract (this "Assignment") are ErgoGenesis (Tax ID # 043719728), a limited liability company duly authorized and operating under the laws of the State of Texas (Assignor"), and ErgoGenesis Workplace Solutions, LLC. (Tax ID # 352485796) a limited liability company duly authorized and operating under the laws of the State of Texas ("Assignee").

RECITALS:

A. Travis County and ErgoGenesis, entered into a written Contract for the provision of Countywide Furniture (Contract No. 4400001477) on June 11, 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 effective as October 1, 2013 (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, No. 4400001477, and modification 1. Said modification is hereby incorporated by reference herein for all purposes as if fully copied and set forth herein at length.

ErgoGenesis	ErgoGenesis Workplace Solutions, LLC
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title & Date: _____	Title & Date: _____
Attest: _____	Attest: _____
Date: _____	Date: _____

By its signature below, Travis County signifies its consent to and approval of this Assignment from ErgoGenesis to ErgoGenesis Workplace Solutions, LLC.

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

ergoGENESIS
ergonomic workplace solutions

October 1, 2013

To: ErgoGenesis Customers

Please be advised that, as of October 1, 2013, ErgoGenesis has changed its name to:

"ErgoGenesis Workplace Solutions, LLC."

For your convenience, we have enclosed an IRS form W-9 reflecting our new EIN.

If you have any questions, please feel free to contact:

Lydia Valadez
Accounts Receivable
(936) 870-2662
lvaladez@ergogenesis.com

Frances Guse
Accounts Receivable
(936) 870-2643
fguse@ergogenesis.com

Sincerely,

Virginia Leighman
Senior Finance Manager
ErgoGenesis Workplace Solutions, LLC.

Encl:

RECEIVED
2013 OCT 14 AM 10: 38
TRAVIS COUNTY
AUDITORS OFFICE

Created 11-07-13 @ 4:45 pm

for Lori box 7 NEW 9R

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
ERGOGENESIS WORKPLACE SOLUTIONS, LLC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ P

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
1 BODYBILT PLACE

Requester's name and address (optional)
1000019044

City, state, and ZIP code
NAVASOTA, TX 77868

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
3 5 - 2 4 8 5 7 9 6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

RECEIVED 2013 OCT 16 AM 10: 38 TRAVIS COUNTY AUDITOR'S OFFICE

Sign Here Signature of U.S. person ▶ William C. [illegible] Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

10/16/13 [illegible]

Travis County Commissioners Court Agenda Request

Meeting Date: November 12, 2013
Prepared By/Phone Number: Rachel Fishback, 512.854.9853
Elected/Appointed Official/Dept. Head: Cyd Grimes
Commissioners Court Sponsor: Judge Biscoe

Approve Contract Award for Sign Materials, IFB No. 1309-008-RF, to the following low bidders:

(1) Vulcan Signs – Groups A, B, C and D

(2) 3M Company – Groups E and G

(3) Pathmark Traffic Products of Texas – Groups F, H, I and J

(4) Nippon Carbide Industries – Group K

(5) Custom Products Corporation – Group L (all Items except 1309-008-RF—12-01)

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

  This contract requires for the vendors to provide Sign Materials to Travis County Transportation and Natural Resources.

  On September 27th, 2013, IFB No. 1309-008-RF was issued through BidSync. Five (5) bids were received on October 21st, 2013. The Purchasing Office concurs with Travis County Transportation and Natural Resources recommendation to award on a group basis to the lowest bidders.

  Travis County reserved the right to make multiple awards as specified in Special Provisions, Paragraph 4, Method of Award. Travis County reserves the right to award by “group” or on an "all or none" basis. Bidder may bid on any or all categories in order to be considered responsive to this Invitation for Bid.

- **Contract-Related Information:**

  Award Amount: estimated requirement
  Contract Type: Annual, Unilateral
  Contract Period: November 14, 2013 through November 13, 2014

- **Solicitation-Related Information:**

Solicitations Viewed:	52	Responses Received:	5
HUB Information:	N/A	% HUB Subcontractor:	N/A

- **Funding Information:**

  ☐ SAP Shopping Cart #/Funds Reservation #: NA
  ☒ Comments: Requisitions are processed at time of requirement

Created 11-07-13 @ 4:45 pm

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

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

October 23, 2013

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent

FROM: Steven M. Manilla, P.E., County Executive

SUBJECT: Contract Award, Solicitation Bid 1309-008-RF
Sign Materials

TNR recommends that Travis County award the above referenced solicitation to the following vendors:

Vulcan Signs – Groups A, B, C and D
3M Company – Groups E & G
Pathmark Traffic Products of Texas – Groups F, H, I and J
Nippon Carbide Industries – Group K
Custom Products Corporation – Group L (all items except 1309-008-RF—12-01)

The product category for traffic control materials is 46161500. The budgeted cost centers are 1490210001 and 1490200145.

If you need additional information, please contact Christina Jensen at (512) 854-7670.

CJ:SMM:cj
Contract File

Created 11-07-13 @ 4:45 pm

Bid #1309-008-RF
Sign Materials

Group A Summary

Vulcan Signs	**$42,174.80**
CUSTOM PRODUCTS CORPORATION	$45,121.65
Pathmark Traffic Products of Texas	$51,802.65

Group B Summary

Vulcan Signs	**$15,598.85**
CUSTOM PRODUCTS CORPORATION	$16,478.95
Pathmark Traffic Products of Texas	$19,308.75

Group C Summary

Vulcan Signs	**$4,685.70**
CUSTOM PRODUCTS CORPORATION	$4,854.50
Pathmark Traffic Products of Texas	$5,728.90

Group D Summary

Vulcan Signs	**$1,459.20**
Pathmark Traffic Products of Texas	$1,630.30
CUSTOM PRODUCTS CORPORATION	$1,703.70

Group E Summary

3M Company	**$4,500.00**
Nippon Carbide Industries	$5,962.40
Vulcan Signs	$6,311.80
Pathmark Traffic Products of Texas	$6,440.00
CUSTOM PRODUCTS CORPORATION	$6,480.00

Group F Summary

		(partial)
Pathmark Traffic Products of Texas	**$42,518.00**	**$20,260.00**
Vulcan Signs	$45,791.40	$18,056.40
CUSTOM PRODUCTS CORPORATION	NA	$23,750.95

Group G Summary

3M Company	**$32,307.00**
Nippon Carbide Industries	$32,670.00
Vulcan Signs	$39,204.00
Pathmark Traffic Products of Texas	$39,204.00
CUSTOM PRODUCTS CORPORATION	$39,850.96

Group H Summary

		(partial)
Pathmark Traffic Products of Texas	**$1,545.00**	**$800.00**
CUSTOM PRODUCTS CORPORATION	NA	$578.16

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Group I Summary		(partial)
Pathmark Traffic Products of Texas	**$6,210.00**	**$2,136.00**
3M Company	$6,658.71	$2,337.62
CUSTOM PRODUCTS CORPORATION	$18,565.00	$6,517.50
Nippon Carbide Industries	NA	$1,361.22

Group J Summary	
Pathmark Traffic Products of Texas	**$6,000.00**

Group K Summary		(partial)
Nippon Carbide Industries	**$3,301.77**	**$2,249.92**
Pathmark Traffic Products of Texas	$4,600.00	$3,200.00
CUSTOM PRODUCTS CORPORATION	NA	$2,358.88

Group L Summary		(partial)
CUSTOM PRODUCTS CORPORATION	NA	**$2,919.50**
Pathmark Traffic Products of Texas	$4,800.00	$4,700.00

Travis County Commissioners Court Agenda Request

Meeting Date: November 12, 2013
Prepared By/Phone Number: Michael Long/854 4850; Marvin Brice/854 9765
Elected/Appointed Official/Dept. Head: Cyd Grimes
Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Consider and take appropriate action on License Agreement between Lakeway Regional Medical Center (LRMC) and Travis County for Lakeway EMS Post Location to provide placement of a County EMS ambulance at the hospital in Lakeway.

- **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.

  LRMC currently provides emergency and hospital services to the City of Lakeway and the surrounding area. Travis County, through a cooperative interlocal agreement with the City of Austin, currently provides emergency medical ground transport services for the same geographic area.

  An agreement between LRMC and Travis County has been reached to allow for the placement of Austin/Travis County EMS Medic-9 at the hospital in Lakeway at 100 Medical Parkway. This will entail moving the EMS unit from its current location in Lakeway at Fire Station 602 to a more optimal setting along RM 620.

  The Travis County Emergency Services ("TCES") recommendation is to approve the license agreement with LRMC for posting Medic-9 at LRMC. Doing so will allow for collocating the Lakeway EMS ambulance and crew at the hospital and ER in Lakeway. Executive management at LRMC as well as TCES management and staff support this recommendation, as do our EMS partners at the City of Austin and city management for the City of Lakeway, City of Bee Cave, and Village of The Hills.

Travis County will compensate Lakeway Medical Center an amount of (One Dollar)$1.00 for the term of this contract.

- **Contract-Related Information:**

  Award Amount: 1.00

  Contract Type: Interlocal Agreement

  Contract Period: November 15, 2013 – September 30, 2014

- **Funding Information:**

  ☐ SAP Shopping Cart #: N/A

  ☐ Funding Account(s): 1590080001/511630

  ☐ Comments: Fund Reservation No. 300000940

EMERGENCY SERVICES

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

Emergency Management
Pete Baldwin, Emergency Mgmt. Coordinator

Fire Marshal
Hershel Lee

Chief Medical Examiner
Dr. David Dolinak

STAR Flight
Casey Ping, Program Manager

Technology & Communications

To: Travis County Commissioners Court

Via: Cyd Grimes, Purchasing Agent

From: Danny Hobby, County Executive – Emergency Services

Date: October 25, 2013

Subject: License Agreement with Lakeway Regional Medical Center for EMS Posting at Hospital in Lakeway

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Proposed Motion:

CONSIDER AND TAKE APPROPRIATE ACTION ON LICENSE AGREEMENT BETWEEN LAKEWAY REGIONAL MEDICAL CENTER ("LRMC") AND TRAVIS COUNTY FOR LAKEWAY EMS POST LOCATION TO PROVIDE PLACEMENT OF A COUNTY EMS AMBULANCE AT THEIR HOSPITAL IN LAKEWAY. (TCES, EMS)

Summary & Staff Recommendation:

Lakeway Regional Medical Center ("LRMC") currently provides emergency and hospital services to the City of Lakeway and the surrounding area. Travis County, through a cooperative interlocal agreement with the City of Austin, currently provides emergency medical ground transport services for the same geographic area.

An agreement between LRMC and Travis County has been reached to allow for the placement of Austin/Travis County EMS Medic-9 at the hospital in Lakeway at 100 Medical Parkway. This will entail moving the EMS Unit from its current location in Lakeway at Fire Station 602 to a more optimal setting along RM-620.

The Travis County Emergency Services ("TCES") recommendation is to approve the license agreement with LRMC for posting Medic-9 at LRMC. Doing so will allow for collocating the Lakeway EMS ambulance and crew at the hospital and ER in Lakeway. Executive management at LRMC as well as TCES management and staff support this recommendation, as do our EMS partners at the City of Austin and city management for the City of Lakeway, City of Bee Cave, and Village of The Hills.

Budgetary Impact:

The necessary funding of $1.00 for Travis County to compensate LRMC for year-one of this license agreement is in the FY14 EMS budget overseen by TCES – 1590080001, 511630.

Please see attached FR 300000940.

Attachment(s):

- License Agreement between Lakeway Regional Medical Center and Travis County for Lakeway EMS Post Location

- Travis County SAP Funds Reservation Document 300000940

- Lake Travis Fire Rescue (Travis County ESD-6) September 23, 2013, notice to vacate A/TCEMS Medic-9 from Fire Station 602

Cc:

Audit –	Kapp Schwebke, Patti Smith
Legal –	Barbara Wilson
PBO –	Alan Miller, William Derryberry
Purchasing –	Marvin Brice, Mike Long
TCES –	Christine Lego, Toby Fariss (TF)

Funds Reservation 300000940

General Data

Document type	FC	Document type	030
Company code	1000	Document date	10/23/2013
FM area	1000	Posting date	10/23/2013
Controlling area	1000	Currency	USD/ 1.00000

Statistics

Entered by	FARISST	Created on	10/23/2013
Last changed by		Last changed	

More Data

Text	FY14 License Agreement for LRMC (Hosp.) EMS Post
Reference	
Overall Amount	1.00 USD

Document Item 001

Text	LA for Posting A/TCEMS Med-9 (Lakeway)		
Commitment item	511630	Funds center	1590080001
Fund	0001	G/L account	511630
Cost center	1590080001	Due on	
Vendor		Customer	
Amount	1.00 USD		

LICENSE AGREEMENT
BETWEEN LAKEWAY REGIONAL MEDICAL CENTER
AND TRAVIS COUNTY
FOR LAKEWAY EMS POST LOCATION

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

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

Lakeway Regional Medical Center, a Texas for-profit orporation ("Medical Center").

RECITALS

Medical Center provides emergency services in the City of Lakeway and the surrounding area.

County and Medical Center want to improve the EMS Response Time by moving the EMS Unit from the Austin Travis County Emergency Medical Services System to a more optimal location and facility in the City of Lakeway.

Medical Center has offered to allow County to use the Lakeway Regional Medical Center as an EMS Post Location for minimal consideration.

It will serve a public purpose and benefit the citizens of Travis County if Medical Center allows County to place an EMS Unit at the Lakeway Regional Medical Center at 100 Medical Parkway, Lakeway, Texas 78738.

AGREEMENT

NOW, THEREFORE, Medical Center and County agree as follows:

1.0 GRANT AND SCOPE OF LICENSE.

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

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

2.0 TERM OF LICENSE.

2.1. The term shall commence on November 15, 2013 effective upon signature of both parties and terminates on September 30, 2014.

2.2. The License Agreement shall automatically renew on October 1, 2014 for an additional term of one year, unless either the Medical Center or the County give 120 days advance written notice of termination.

2.3 After 2014, the License Agreement shall automatically renew on each October 1 for an additional term of one year, unless either the Medical Center or the County give 120 days advance written notice of termination or unless the License Agreement is terminated pursuant to section 3.5. This License Agreement may be renewed for a maximum term of twenty five (25) years.

3.0 COMPENSATION.

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

3.2 Medical Center shall submit an invoice with at least the following information (i) Medical Center's name, address, and telephone number, (ii) County Contract number; (iii) identification of services outlined in this Agreement; and (iv) if applicable, quantity or quantities, applicable unit prices, total prices, and total amount to:

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

3.3 After compliance with 3.1 and submission of an invoice in compliance with 3.2, County shall pay Medical Center $1.00 for the initial term of this License Agreement from November 15, 2013, until September 30, 2014, within 30 days after execution of this License Agreement by both parties.

3.4 County shall pay Medical Center $1.00 for the first renewal term of this License Agreement from October 1, 2014 until September 30, 2015 within 30 days after the beginning of this term.

3.5 Medical Center and County shall confer no later than the March 30th before the end of each subsequent term about the effectiveness and appropriateness of the placement of an EMS Unit at the Lakeway EMS Post Location and the appropriate level of compensation and services, both of which may increase or decrease for one or both parties. If Medical Center is seeking an increase to its compensation, Medical Center shall notify County in writing no later than March 30th of the amount of the Medical Center's requested increase. If County does not object to the amount of the Medical Center's requested increase or terminate the License Agreement at least 120 days before the end of the current term, the adjustment to the compensation shall be effective at the beginning of the next renewal term of this License Agreement. If County objects to the increase, Medical Center and County may negotiate toward an acceptable resolution. If an acceptable resolution is obtained, any change shall be stated in an amendment to this Agreement and executed by both parties. If an acceptable resolution is not obtained, the License Agreement shall terminate at the

end of the current term.

4.0 COUNTY OBLIGATIONS.

4.1. On or around November 15, 2013, County shall place an EMS Unit at the Lakeway EMS Post Location and keep it in a good, workmanlike, clean, and orderly manner. County warrants that:

4.1.1 the EMS Unit is knowledgeable in the work it will perform,
4.1.2 its employees and agents have been trained to follow all applicable laws, rules and regulations, and
4.1.3 it will use the Lakeway EMS Post Location in accordance with sound public safety and environmental practices.

4.2. County shall pay or cause to be paid the cost of any and all supplies, materials, equipment, or services used in the operation of the EMS Unit placed at the Lakeway EMS Post Location. County may be providing furniture and some equipment, including communications and computer equipment, for the Lakeway EMS Post Location if County and Medical Center, jointly determine that it would be beneficial and appropriate.

4.3. Upon reasonable notice to inform County who on behalf of Medical Center is entering the Lakeway EMS Post Location, County shall permit Medical Center or its designees to enter and inspect the Lakeway EMS Post Location, furniture, fixtures, and equipment at any time.

4.4 County shall maintain and keep in good order, condition, and repair all furniture and household equipment, if it provides any, at the Lakeway EMS Post Location.

4.5 County shall use its best efforts to maintain co-operation and respect for the separate functions, activities and operations of the Medical Center and the EMS Unit at this location by using its influence so the EMS Unit is instructed not to interfere with or otherwise disrupt the Medical Center activities and operations adjacent to the Lakeway EMS Post Location, and advising its contractor of any improvements that must be implemented by the EMS Unit to maintain appropriate cooperation and respect. County acknowledges that the EMS Unit is not entitled to access to any areas or facilities outside the Lakeway EMS Post Location without the prior express invitation or permission of the Medical Center or its representatives.

5.0 MEDICAL CENTER'S OBLIGATIONS.

5.1. Medical Center shall provide the following accommodations for the EMS Unit at the Lakeway Regional Medical Center at 100 Medical Parkway, Lakeway, Texas 78738:

5.1.1 three adjacent patient rooms of the Medical Center for the sole use of the EMS Unit to use as sleeping and living quarters for up to three (3) crew members and access to a nearby lounge area for shared cooking and eating space;
5.1.2 a separate working telephone for local incoming and outgoing calls

dedicated for use by the EMS Unit in each of the patient rooms,

5.1.3 dedicated Internet access for securely connecting to the City of Austin computer network in at least one the patient rooms for use by the EMS Unit.

5.1.4 covered parking on the ER deck on the third floor of the Medical Center with access to a wall-mounted electrical panel installed by Medical Center at the ambulance parking area that has a 50-amp alternating current circuit so that City of Austin can install electrical shoreline connector plugs for the emergency response vehicle used by the EMS Unit,

5.1.5 permission for the installation of a wheel-hump or wheel-stop set for the ambulance, and

5.1.6 unassigned parking spaces in the Medical Center's public garage for personal vehicles of EMS crew members on duty at no charge to the crew members.

5.2 Medical Center shall pay or cause to be paid when due any and all utility charges for the Lakeway EMS Post Location, including the cost of electricity, telephone, internet service, cable television, gas, heating, air conditioning, ventilation, garbage collection, water, and wastewater. Medical Center shall provide access for the patient rooms designated as the Lakeway EMS Post Location to County.

5.3. Medical Center shall pay or cause to be paid when due any and all taxes, charges, levies and assessments and all other lawful claims required to be paid by Medical Center or levied against the Lakeway EMS Post Location.

5.4. Medical Center shall maintain and keep in good order, condition and repair the roof, foundation, walls, floor, plumbing, electrical system, and all other structural components of buildings, including mobile buildings and carport; all fixtures; sidewalks; driveways; parking areas; fences; signs; and all other interior and exterior areas licensed to County as part of EMS Post Location.

5.5. Medical Center shall use its best efforts to maintain co-operation and respect for the separate functions, activities and operations of the Medical Center and the EMS Unit at this location by directing its employees and volunteers not to interfere with or otherwise disrupt the EMS Unit's activities and operations in the Lakeway EMS Post Location, and advising them of any improvements that must be implemented by them to maintain appropriate cooperation and respect. Medical Center acknowledges that its employees and volunteers are not entitled to access to the Lakeway EMS Post Location without the prior express invitation or permission of the County or EMS Unit or its representatives.

6.0. <u>TERMINATION.</u>

6.1. Medical Center may revoke the license granted to County herein and this License Agreement shall automatically and immediately terminate if (i) County materially breaches this License Agreement and County has failed to remedy the breach after notice and opportunity to remedy and cure as provided in 6.2 below or (ii) County abandons the use of all or a significant part of the Lakeway EMS Post Location licensed to County.

6.2. If County fails for any reason to comply with this License Agreement, Medical Center shall give County written notice of the non-compliance. This written notice shall be given in the manner provided in Section 13 of this License Agreement. County has ten (10) days from receipt of the notice to provide assurances satisfactory to Medical Center that County will take action to cure the failure complained of. If County does not so respond, or if County responds but thereafter fails to satisfactorily remedy and cure the failure within thirty (30) days of the notice, Medical Center may terminate this License Agreement.

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

7.0. WARRANTIES.

Medical Center disclaims any and all express or implied representations and warranties concerning the physical condition or suitability for any purpose of the Lakeway EMS Post Location.

8.0 CLAIMS NOTIFICATION.

If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against County, or Medical Center, County shall give written notice to Medical Center of the claim, or other action within three (3) working days after being notified of it or the threat of it. The notice shall include the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided in Section 13 of this License Agreement. Except as otherwise directed, County shall furnish to Medical Center copies of all pertinent papers received by County with respect to these claims or actions.

9.0 NON-ASSIGNMENT OF RIGHTS.

County shall not assign or transfer any interest in either this License Agreement or any portion of the Lakeway EMS Post Location licensed to County, nor shall any assignment by operation of law be effective, without the prior written consent of Medical Center. County acknowledges that Medical Center owns all buildings, structures, permanent improvements, and fixtures at the Lakeway EMS Post Location, and County shall not have any right to remove, mortgage, pledge, assign, or otherwise convey any interest in any such buildings, structures, permanent improvements, and fixtures. Medical Center acknowledges and agrees that County provides emergency services through its contracted service provider, City of Austin, Texas, and hereby allows the use of the Lakeway EMS Post Location by the City of Austin or other contracted service provider of the

County. County shall promptly notify Medical Center of any change in the service provider of County.

10.0 VENUE AND CHOICE OF LAW.

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

11.0 ENTIRETY OF AGREEMENT.

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

12.0 AMENDMENTS AND WAIVER.

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

13.0 NOTICE.

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

If to County:

Danny Hobby (or successor)
County Executive --Emergency Services
P.O. Box 1748
Austin, Texas 78767

with copy to:

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

If to Medical Center:

David J. Kreye
Chief Executive Officer
Lakeway Regional Medical Center

100 Medical Parkway
Lakeway TX 78738

with copy to: Medical Center's Attorney
Lakeway Regional Medical Center
100 Medical Parkway
Lakeway, TX 78738

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

14.0 SEVERABILITY.

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

15.0 HEADINGS.

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

16.0 MEDIATION.

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

17.0 DEFINITIONS

17.1 Austin-Travis County Emergency Medical Services System. "Austin-Travis County Emergency Medical Services System" means the governmental entities that have entered into interlocal co-operation agreements with Travis County that provide for emergency medical services within Travis County, Texas.

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

17.3 EMS Unit. "EMS Unit" means a named functional group of staff, vehicles and

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

17.4 Lakeway EMS Post Location "Lakeway EMS Post Location" means the accommodations described in section 5.1 for the EMS Unit at the Lakeway Regional Medical Center at 100 Medical Parkway, Lakeway, Texas 78738:

TRAVIS COUNTY

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

LAKEWAY REGIONAL MEDICAL CENTER

By: _____
David J. Kreye
Chief Executive Officer

Date: 10/22/13

Travis County Commissioners Court Agenda Request

Meeting Date: November 12, 2013
Prepared By/Phone Number: Kent Hubbard/854-6458
Elected/Appointed Official/Dept. Head: Cyd Grimes
Commissioners Court Sponsor: Judge Biscoe

Agenda Language: PURSUANT TO TEXAS LOCAL GOVERNMENT CODE, SECTION 263.152(A)(1), DECLARE CERTAIN ITEMS SURPLUS PROPERTY AND SELL AT PUBLIC AUCTION.

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

  There are two capital items included in the auction list, two Yamaha boat motors. Both motors are fully depreciated. The remainder of the auction items are not included in the county's asset inventory.

  Inventory and auction lot list is attached.

Created 11-07-13 @ 4:45 pm

Asset Master Record Detail Report

Lot #	Tag #	Serial #	Location	Acquis	Asset #	Year	RCC	Description
#1	N/A	N/A	TC ADD TO AUC LIST	N/A	N/A	N/A	N/A	GENERAL DYNAMICS TABLET DUO TOUCH 2
								INCLUDING DOCK,BATTERY,& CASE
#2	N/A	N/A	TC ADD TO AUC LIST	N/A	N/A	N/A	N/A	GENERAL DYNAMICS TABLET DUO TOUCH 2
								INCLUDING DOCK,BATTERY,& CASE
#3	N/A	N/A	TC ADD TO AUC LIST	N/A	N/A	N/A	N/A	GENERAL DYNAMICS TABLET DUO TOUCH 2
								INCLUDING DOCK,BATTERY,& CASE
#4	N/A	N/A	TC ADD TO AUC LIST	N/A	N/A	N/A	N/A	GENERAL DYNAMICS TABLET DUO TOUCH 2
								INCLUDING DOCK,BATTERY,& CASE
#5	N/A	N/A	TC ADD TO AUC LIST	N/A	N/A	N/A	N/A	GENERAL DYNAMICS TABLET DUO TOUCH 2
								INCLUDING DOCK,BATTERY,& CASE
#6	N/A	N/A	TC ADD TO AUC LIST	N/A	N/A	N/A	N/A	K-9 METAL CAGE UNIT
#7	124919	F225TXRC69JX1011014P	TC ADD TO AUC LIST	Purchase Order	1001302	V92013	1150020001	YAMAHA F225 25 SHAFT (CAPITAL ASSET)
#8	124920	F225TXRD69JX1016870N	TC ADD TO AUC LIST	Purchase Order	1001303	V92013	1150020001	YAMAHA F225 25 SHAFT (CAPITAL ASSET)
#9	N/A	N/A	TC ADD TO AUC LIST	N/A	N/A	N/A	N/A	(5) PLASTIC TRUCK TOTES

Travis County Commissioners Court Agenda Request

Meeting Date: October 29, 2013

Prepared By/Phone Number: Tim Labadie 854.5864

Elected/Appointed Official/Dept. Head: David Escamilla, County Attorney

Commissioners Court Sponsor: Judge Sam Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action concerning the settlement offer regarding payment for STAR Flight services rendered to Robin Arnott. Executive Session also pursuant to Tex. Gov't Code § 551.071(1)(B).

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: N/A

STAFF RECOMMENDATIONS: N/A

ISSUES AND OPPORTUNITIES: N/A

FISCAL IMPACT AND SOURCE OF FUNDING: N/A

REQUIRED AUTHORIZATIONS:

Danny Hobby 854.9367

Travis County Commissioners Court Agenda Request

Meeting Date: October 29, 2013

Prepared By/Phone Number: Tim Labadie 854.5864

Elected/Appointed Official/Dept. Head: David Escamilla, County Attorney

Commissioners Court Sponsor: Judge Sam Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action concerning the settlement offer regarding payment for STAR Flight services rendered to Elizabeth Gray. Executive Session also pursuant to Tex. Gov't Code § 551.071(1)(B).

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: N/A

STAFF RECOMMENDATIONS: N/A

ISSUES AND OPPORTUNITIES: N/A

FISCAL IMPACT AND SOURCE OF FUNDING: N/A

REQUIRED AUTHORIZATIONS:

Danny Hobby 854.9367

Travis County Commissioners Court Agenda Request

Meeting Date: October 29, 2013

Prepared By/Phone Number: Tim Labadie 854.5864

Elected/Appointed Official/Dept. Head: David Escamilla, County Attorney

Commissioners Court Sponsor: Judge Sam Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action concerning the settlement offer regarding payment for STAR Flight services rendered to Julia Guardione. Executive Session also pursuant to Tex. Gov't Code § 551.071(1)(B).

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: N/A

STAFF RECOMMENDATIONS: N/A

ISSUES AND OPPORTUNITIES: N/A

FISCAL IMPACT AND SOURCE OF FUNDING: N/A

REQUIRED AUTHORIZATIONS:

Danny Hobby 854.9367

Travis County Commissioners Court Agenda Request

Meeting Date: 11/12/2013, 9:00 AM, Voting Session
Prepared By/Phone Number: J. Elliott Beck, County Attorney's Office, 854-9565
Elected/Appointed Official/Dept. Head: David Escamilla, County Attorney
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:
Receive Briefing and Consultation with the County Attorney in Travis County, et al v. Bekland Corporation f/k/a Pyramid Corporation (Vlado Ruzicka Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1)(A).

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
n/a

STAFF RECOMMENDATIONS:
n/a

ISSUES AND OPPORTUNITIES:
n/a

FISCAL IMPACT AND SOURCE OF FUNDING:
n/a

REQUIRED AUTHORIZATIONS:
J. Elliott Beck, Assistant County Attorney

Travis County Commissioners Court Agenda Request

Meeting Date: 11/12/2013, 9:00 AM, Voting Session
Prepared By/Phone Number: J. Elliott Beck, County Attorney's Office, 854-9565
Elected/Appointed Official/Dept. Head: David Escamilla, County Attorney
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:
Receive Briefing and Consultation with the County Attorney in Travis County, et al v. C.E. Guthrie (Victor & Sheila Egbuonye Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1)(A).

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
n/a

STAFF RECOMMENDATIONS:
n/a

ISSUES AND OPPORTUNITIES:
n/a

FISCAL IMPACT AND SOURCE OF FUNDING:
n/a

REQUIRED AUTHORIZATIONS:
J. Elliott Beck, Assistant County Attorney

Travis County Commissioners Court Agenda Request

Meeting Date: 11/12/2013, 9:00 AM, Voting Session
Prepared By/Phone Number: J. Elliott Beck, County Attorney's Office, 854-9565
Elected/Appointed Official/Dept. Head: David Escamilla, County Attorney
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:
Receive Briefing and Consultation with the County Attorney in Travis County, et al v. Monetizers, Inc. (JAR Tax Services, Inc. Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1)(A).

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
n/a

STAFF RECOMMENDATIONS:
n/a

ISSUES AND OPPORTUNITIES:
n/a

FISCAL IMPACT AND SOURCE OF FUNDING:
n/a

REQUIRED AUTHORIZATIONS:
J. Elliott Beck, Assistant County Attorney

Travis County Commissioners Court Agenda Request

Meeting Date: 11/12/2013, 9:00 AM, Voting Session
Prepared By/Phone Number: J. Elliott Beck, County Attorney's Office, 854-9565
Elected/Appointed Official/Dept. Head: David Escamilla, County Attorney
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:
Receive Briefing and Consultation with the County Attorney in Travis County, et al v. Clyde Doyal, Trustee (Henry Santana, Jr. Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1)(A).

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
n/a

STAFF RECOMMENDATIONS:
n/a

ISSUES AND OPPORTUNITIES:
n/a

FISCAL IMPACT AND SOURCE OF FUNDING:
n/a

REQUIRED AUTHORIZATIONS:
J. Elliott Beck, Assistant County Attorney

Travis County Commissioners Court Agenda Request

Meeting Date: 11/12/2013, 9:00 AM, Voting Session
Prepared By/Phone Number: J. Elliott Beck, County Attorney's Office, 854-9565 to Elliott Beck
Elected/Appointed Official/Dept. Head: David Escamilla, County Attorney
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:
Receive Briefing and Consultation with the County Attorney in Travis County, et al v. Unknown (Dayton Abrego, LLC Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1)(A).

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
n/a

STAFF RECOMMENDATIONS:
n/a

ISSUES AND OPPORTUNITIES:
n/a

FISCAL IMPACT AND SOURCE OF FUNDING:
n/a

REQUIRED AUTHORIZATIONS:
J. Elliott Beck, Assistant County Attorney

Travis County Commissioners Court Agenda Request

Meeting Date: November 12, 2013
Prepared By/Phone Number: Gina Hernandez for Elaine A. Casas, 854-9197
Elected/Appointed Official/Dept. Head: David A. Escamilla
Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE: In consultation with County Attorney, receive briefing, consider settlement offer and/or take appropriate action in ***Brent Earles and Jane Earles, Individually and as Heirs at Law to the Estate of Sara Stillwell, vs. Travis County*** (EXECUTIVE SESSION UNDER GOV'T. CODE ANN. §551.071, CONSULTATION WITH ATTORNEY)

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: November 12, 2013
Prepared By/Phone Number: David A. Salazar, Executive Assistant 512-854-9558

Elected/Appointed Official/Dept. Head: County Judge's Office
Commissioners Court Sponsor:

AGENDA LANGUAGE:

RECEIVE BRIEFING AND CONSULTATION WITH ATTORNEY REGARDING LEGAL TOOLS AVAILABLE TO COLLABORATE WITH OTHER GOVERNMENTAL ENTITIES AND PRIVATE PARTIES ON THE DEVELOPMENT OF A COMPREHENSIVE ROADWAY SYSTEM AND ECONOMIC DEVELOPMENT OPPORTUNITIES IN PRECINCT FOUR. **(IN EXECUTIVE SESSION UNDER CONSULTATION WITH ATTORNEY EXCEPTION)**

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

Travis County Commissioners Court Agenda Request

Meeting Date: November 12, 2013
Prepared By/Phone Number: David A. Salazar, Executive Assistant 512-854-9558

Elected/Appointed Official/Dept. Head: County Judge's Office
Commissioners Court Sponsor:

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM CITY OF AUSTIN TO LEASE AND MAKE IMPROVEMENTS TO COUNTY-OWNED PROPERTY IN EAST TRAVIS COUNTY. **(IN EXECUTIVE SESSION UNDER 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: November 12, 2013
Prepared By/Phone Number: Robert Resnick, Commissioners Court Specialist, 512-854-4722
Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, Travis County Clerk
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: Approve the Commissioners Court Minutes for the Voting Sessions of October 22 & 29, 2013, and the Special Voting Session of October 29, 2013.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

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

Created 11-07-13 @ 4:45 pm

Minutes for the Travis County Commissioners Court Tuesday, October 22, 2013 Voting Session

Minutes Prepared by the Travis County Clerk 512-854-4722 ● www.co.travis.tx.us ● PO Box 149325, Austin, TX 78714-9325

Call to Order

Meeting called to order on October 22, 2013, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Absent
Bruce Todd	Precinct 2, Commissioner	Present
Gerald Daugherty	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

Public Hearings

1. Receive comments regarding a request to authorize the filing of an instrument to vacate a five-foot wide public utility easement located along the south side lot line of lot 137 of Apache Shores, First Installment in Precinct Three. (Action Item #8) (Commissioner Daugherty)

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSENT: Ron Davis

Members of the Court heard from:
Anna Bowlin, Program Manager, Planning and Engineering, Transportation and Natural Resources (TNR)

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Bruce Todd, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSENT: Ron Davis

Citizens Communication

Members of the Court heard from:
Thomas Bryan, Travis County resident
Shaun Auckland, Environmental Specialist, TNR

Carlos León, Travis County resident
Ned McDaniel, Travis County resident
Dr. John Kim, Travis County resident
Melissa Velasquez, Executive Assistant, Travis County Judge's Office

Special Items

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

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

   RESULT: DISCUSSED **Reset for: 10/29/2013**

Resolutions and Proclamations

3. Approve resolution in support of building State Highway 45 Southwest. (Commissioner Daugherty)

   Members of the Court heard from:
   Sharon Werner, Hays County resident
   Carol Vance, President, Shady Hollow Home Owners Association
   Pam Baggett, Travis County resident
   Vikki Goodwin, Travis County resident
   Laureen Chernow, Travis County resident
   Alan Barr, Travis County resident
   Peter Varteressian, Travis County resident
   DJ Cardamone, Travis County resident
   Thomas Bryan, Travis County resident
   Ken Jacob, Travis County resident
   Beth Ann Ray, Travis County resident
   Nancy McDonald, Real Estate Council of Austin
   Roy Waley, Conservation Chair, Austin Regional Group of the Sierra Club
   Bill Bunch, Executive Director, Save Our Springs Alliance
   Roger Baker, Travis County resident
   Dick Kellerman, Travis County resident
   Sarah Eckhardt, Travis County resident
   Andy Brown, Travis County resident
   Brigid Shea, Travis County resident

   MOTION: Approve the Resolution in Item 3.
   RESULT: **APPROVED [UNANIMOUS]**
   MOVER: Gerald Daugherty, Commissioner
   SECONDER: Bruce Todd, Commissioner
   AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
   ABSENT: Ron Davis

Transportation and Natural Resources Dept. Items

4. Consider and take appropriate action regarding contraflow operations on Pearce Lane from Ross Road to Kellam Road with regards to post-event traffic operations of the Formula One

Grand Prix, November 15 through 17, 2013, in Precinct Four. (Commissioner Gómez)

RESULT: ADDED TO CONSENT

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

   a. A resolution in support of the ozone advance plan emission reduction measures; and

   b. Renew emission reduction commitments made in recent 8-hour ozone flex plan and commit to new additional measures.

RESULT: ADDED TO CONSENT

6. Consider and take appropriate action on a request to enter into a participation agreement between Travis County and the Deer Creek Ranch Parks and Lakes Association for design and construction of sections of Lake Beach Drive, Lake Park Drive and West Lakeshore Drive in the Deer Creek subdivision in southwest Travis County in Precinct Three. (Commissioner Daugherty)

Members of the Court heard from:
Steve Manilla, County Executive, TNR

MOTION: Approve Item 6.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Samuel T. Biscoe, Judge
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSENT: Ron Davis

Clerk's Note: The Court noted that this plan provides for the design of three roads - Lake Beach Drive, Lake Park Drive, and West Lakeshore Drive; and the construction of two roads - Lake Beach Drive and Lake Park Drive.

7. Consider and take appropriate action on a request for a variance to Travis County's on-site sewage facility regulations to allow a second single family residence to be placed on less than two acres at 12606 Mistletoe Trail in Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

8. Consider and take appropriate action on a request to authorize the filing of an instrument to vacate a five-foot wide public utility easement located along the south side lot line of lot 137 of Apache Shores, First Installment Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

Justice and Public Safety Items

9. Consider and take appropriate action on an interlocal agreement with Capital Area Emergency Communications District (CAPCOG) for supplemental funding for ongoing public safety answering point maintenance, equipment and training.

RESULT: ADDED TO CONSENT

Health and Human Services Dept. Items

10. Receive briefing on the Hispanic/Latino Quality of Life Report. (Judge Biscoe and Commissioner Gómez)

    Members of the Court heard from:
    Teresa Perez-Wisely, Chair, Oversight Team, Hispanic/Latino Quality of Life Report

    RESULT: DISCUSSED

Planning and Budget Dept. Items

11. Consider and take appropriate action on budget amendments, transfers and discussion items.

    RESULT: ADDED TO CONSENT

12. Approve requests regarding grant programs, applications, contracts and related special budgets, and permissions to continue:

    a. Application to the Office of the Governor, Criminal Justice Division, for a Prostitution Prevention Program Planning Grant in Criminal Justice Planning Department;

    b. Annual contract with the Office of the Governor, Criminal Justice Division, to continue the Family Violence Accelerated Prosecution Program in the County Attorney's Office;

    c. Annual contract with the Office of the Governor, Criminal Justice Division, to continue the Family Drug Treatment Court Program in the civil courts; and

    d. Annual contract with Substance Abuse and Mental Health Services Administration/Center for substance abuse treatment for a Juvenile Treatment Drug Court Program in the Juvenile Probation Department.

    RESULT: ADDED TO CONSENT

13. Consider and take appropriate action on the following for the Human Resources Management Department:

    a. Proposed routine personnel amendments;

    b. Non-routine salary adjustment from Star Flight for a variance to Travis County Code Section 10.03002, Salary Adjustment Greater Than 10% Above Midpoint;

    c. Non-routine request from Sheriff's Office for a variance to Travis County Code Section 10.03009, Voluntary Job Change;

    d. Non-routine request from the District Clerk for a variance to Travis County Code Section 10.0155, Employment of Special Project Employees; and

    e. Non-routine request from Records Management and Communication Resources for a variance to Travis County Code Section 10.0155, Employment of Special Project Employees.

    RESULT: ADDED TO CONSENT

14. Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of $1,321,181.23 for the period of October 4 to October 10, 2013.

    RESULT: **ADDED TO CONSENT**

15. Discuss and take appropriate action on an exception to the Travis County Parking Policy.

    Members of the Court heard from:
    Bill Paterson, Risk Manager, Human Resources Management Department (HRMD)
    Daniel Bradford, Assistant County Attorney
    Roger El Khoury, Director, Facilities Management Department (FMD)

    MOTION: Assign a space in the fleet parking area of the 700 Lavaca Building parking garage to the Travis County Safety Officer.
    RESULT: **APPROVED [UNANIMOUS]**
    MOVER: Samuel T. Biscoe, Judge
    SECONDER: Gerald Daugherty, Commissioner
    AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
    ABSENT: Ron Davis

Purchasing Office Items

16. Consider and take appropriate action on contract award to URS Corporation for program management services for development of the new civil and family courthouse.

    Members of the Court heard from:
    Cyd Grimes, Travis County Purchasing Agent
    Belinda Powell, Capital Planning Coordinator, Planning and Budget Office (PBO)
    Bill Oakey, Travis County resident

    MOTION: Approve Item 16 with the suggested language changes, as discussed; and that that language be added at the appropriate place or places.
    MOVER: Samuel T. Biscoe, Judge
    SECONDER: Bruce Todd, Commissioner
    WITHDRAWAL OF MOTION MADE BY: Samuel T. Biscoe, Judge
    WITHDRAWAL OF SECOND MADE BY: Bruce Todd, Commissioner
    RESULT: **WITHDRAWN**

    Clerk's Note: Withdrawal of the Motion and Second were made to honor Commissioner Gómez's request for a one-week extension on the Item.

17. Approve twelve-month extension (Modification No. 5) to Contract No. 4400000027 (HTE Contract No. 08T00263OJ), Frost Insurance Agency, for excess workers compensation insurance.

    RESULT: **ADDED TO CONSENT**

18. Approve modification No. 3, to Contract No. 4400000920, Cynthia C. Brinson, M.D., for specialized medical services.

RESULT: **ADDED TO CONSENT**

19. Approve contract award for professional architectural and engineering services for the design of the 416 West 11th Street office building and parking structure, RFQ No. Q1306-014-RV, to the highest qualified respondent, Page Southerland Page (PSP).

Members of the Court heard from:
Marvin Brice, Assistant Purchasing Agent

MOTION: Approve the recommendation of staff.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Gerald Daugherty, Margaret J. Gómez
ABSENT: Ron Davis, Bruce Todd

20. Consider and take appropriate action regarding the new 416 West 11th Street office building and parking structure:

a. Recommendation of short-listed firms in response to request for qualifications (RFQ); and

Members of the Court heard from:
Marvin Brice Assistant Purchasing Agent
Roger El Khoury, Director, Facilities Management Department (FMD)

RESULT: **DISCUSSED**

Clerk's Note: The Court requested that the short list be presented to the Court on November 12, 2013 and consist of three firms.

b. Authorize the issuance of request for proposal (RFP) No. P1309-005-RV, for Construction Manager at Risk (CMAR) services.

Members of the Court heard from:
Marvin Brice Assistant Purchasing Agent
Roger El Khoury, Director, Facilities Management Department (FMD)

MOTION: Approve the proposed RFP for the Construction Manager at Risk (CMAR) in Item 20.b.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Bruce Todd, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSENT: Ron Davis

21. Approve contract award for courier service for daily mail delivery, IFB No. 1309-002-CW, to the responsive low bidder, Interstate Express Delivery Service.

RESULT: **ADDED TO CONSENT**

Other Items

22. Consider and take appropriate action to authorize Sheriff Hamilton to execute memorandum of understanding and cost reimbursement agreement between the Travis County Sheriff's Office and the Federal Bureau of Investigation related to participation in the Joint Terrorism Task Force (JTTF).

    RESULT: ADDED TO CONSENT

23. Consider and take appropriate action regarding lease agreements for Early Voting and Election Day polling locations for the November 5, 2013 Joint General and Special Elections with the following entities:

    a. Ben Hur Shrine Center for use of the Ben Hur Shrine Center, 7811 Rockwood Lane in Austin, Texas; and

    b. Lost Creek Municipal Utility District for use of the public building at 1305 Quaker Ridge Drive in Austin, Texas.

    RESULT: ADDED TO CONSENT

Consent Items

MOTION: Approve the following Consent Items: C1–C3 and Agenda Items 4, 5.a–b, 7, 8, 9, 11, 12.a–d, 13,a–e, 14, 17, 18, 21, 22, 23, A1, and A2.
RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Gerald Daugherty, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSENT: Ron Davis

C1. Receive bids from County Purchasing Agent.

C2. Approve payment of claims and authorize County Treasurer to invest County funds.

C3. Approve setting a public hearing on Tuesday, November 12, 2013 to receive comments regarding a request to authorize the filing of an instrument to vacate a 10 foot wide public utility easement located along the northwesterly side lot line of lot 10, block D of River Place, Section 15 in Precinct Two. (Commissioner Todd)

Added Items

A1. Consider and take appropriate action on the total cancellation of Bluff Springs Estates in Precinct Four. (Commissioner Gómez)

    RESULT: ADDED TO CONSENT

A2. Consider and take appropriate action on the District Attorney's Fiscal Year 2013 Chapter 59 Asset Forfeiture Report.

    RESULT: ADDED TO CONSENT

Minutes approved by the Commissioners Court

_____
Date of Approval

_____
Samuel T. Biscoe, Travis County Judge

Minutes for the Travis County Commissioners Court Tuesday, October 29, 2013 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 ● www.co.travis.tx.us ● PO Box 149325, Austin, TX 78714-9325

Call to Order

Meeting called to order on October 29, 2013, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Bruce Todd	Precinct 2, Commissioner	Present
Gerald Daugherty	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

Citizens Communication

Members of the Court heard from:
Morris Priest, Travis County resident
Gus Peña, Travis County resident
Carlos León, Travis County resident
Melissa Velasquez, Executive Assistant, County Judge's Office
Dr. John Kim, Travis County resident

Special Items

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

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

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

   RESULT: DISCUSSED

Transportation and Natural Resources Dept. Items

2. Consider and take appropriate action regarding a proposed disposition of unused and excess right-of-way comprised of a 0.135 acre (5,883 sq. ft.) parcel of land previously intended for Meister Lane near its intersection with Heatherwilde Blvd – requested by the City of Pflugerville for development of a roadway infrastructure improvement project in Precinct One. (Commissioner Davis)

Clerk's Note: Judge Biscoe noted that by approving this Item, the Commissioners Court authorizes him to sign on behalf of the Court.

RESULT: ADDED TO CONSENT

3. Revised language: Consider and take appropriate action regarding capital improvements program projects:

   a. Funding for and direction to staff to complete negotiations for the second amendment to the Braker Lane II Participation Agreement in Precinct One (Commissioner Davis);

      Members of the Court heard from:
      Steve Manilla, County Executive, Transportation and Natural Resources (TNR)
      Travis Gatlin, Assistant Budget Director, Planning and Budget Office (PBO)

      MOTION: Approve staff's recommendation regarding Item 3.a, which is contained on page 3 of the backup memo; to negotiate an agreement which is consistent with the backup.
      RESULT: **APPROVED [UNANIMOUS]**
      MOVER: Ron Davis, Commissioner
      SECONDER: Bruce Todd, Commissioner
      AYES: Biscoe, Davis, Todd, Daugherty, Gómez

   Clerk's Note: The Court noted a funding shortfall of $3,559,709. TNR has proposed that the source of funding would be surplus Precinct One bonds.

   Judge Biscoe announced that Item 3.a would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

   Clerk's Note: Upon returning from Executive Session, no further action was taken on Item 3.a.

   b. Funding for and direction to staff to complete negotiations for the first amendments to the Parmer Lane Participation Agreement and City of Austin Interlocal Agreement in Precinct One (Commissioner Davis); and

      Members of the Court heard from:
      Steve Manilla, County Executive, TNR
      Travis Gatlin, Assistant Budget Director, PBO
      Pete Dwyer, President, Dwyer Realty Companies
      Steve Sun, Assistant Public Works Director, TNR

      MOTION: Approve Item 3.b and direct staff to negotiate with the City of Austin regarding their cost share amount.
      RESULT: **APPROVED [UNANIMOUS]**
      MOVER: Ron Davis, Commissioner
      SECONDER: Bruce Todd, Commissioner
      AYES: Biscoe, Davis, Todd, Daugherty, Gómez

   Judge Biscoe announced that Item 3.a would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

   Clerk's Note: Upon returning from Executive Session, no further action was taken on Item 3.b.

   c. Source of funding for The Wells Branch Parkway Project in Precinct Two. (Commissioner Todd)

      Members of the Court heard from:

Steve Manilla, County Executive, TNR
Travis Gatlin, Assistant Budget Director, PBO
Tom Nuckols, Assistant County Attorney

MOTION:	Approve Item 3.c. The source of funding is 1997 Precinct 2 bond savings.
RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Bruce Todd, Commissioner
SECONDER:	Gerald Daugherty, Commissioner
AYES:	Biscoe, Davis, Todd, Daugherty, Gómez

4. Consider and take appropriate action on the following request:

   a. A plat for recording: Sweetwater Ranch Section Two Village F2 final plat (long form final plat – 25 total lots – Pedernales Summit Parkway – no ETJ); and

   b. A Travis County subdivision construction agreement between Travis County and WS-COS Development, LLC in Precinct Three. (Commissioner Daugherty)

   RESULT: **ADDED TO CONSENT**

5. Consider and take appropriate action on a request to transplant a 30-inch diameter oak tree or replace it with an equivalent diameter of oaks to facilitate the completion of improvements to Frate Barker road in Precincts Three and Four. (Commissioners Daugherty and Gómez)

   Members of the Court heard from:
   Steve Manilla, County Executive, TNR
   Marvin Brice, Assistant Purchasing Agent
   Chiddi N'jie, Senior Engineer, TNR
   Michael Fossum, Executive Director, Austin Heritage Tree Foundation
   Zoila Vega-Marchera, Austin Heritage Tree Foundation
   Brooke Hughley, Travis County resident
   Cathy (last name unintelligible), Travis County resident
   Jessie Rainwater, Travis County resident
   Brittany Hughley, Travis County resident
   Tracy Hughley, Travis County resident
   Vikki Goodwin, Travis County resident
   Pam Baggett, Travis County resident
   Cynthia Wilcox, Travis County resident
   Peggy Maceo, Travis County resident

   Clerk's Note: The Court directed Staff to look at the two estimates for the tree removal and try to figure out a way to legally come in at the lower estimate. The Court also requested a breakdown of what is contained in the two estimates and communicate with the low-bid contractors about pulling the tree planting cost from the bid, communicate with TxDOT, and be prepared to update the Court on Tuesday, November 5, 2013. Further, the Purchasing Department is directed to meet with the County Attorney's Office and the Transportation and Natural Resources Department regarding this issue.

   RESULT: **DISCUSSED** **Reset for: 11/5/2013**

6. Consider and take appropriate action regarding a license agreement with the Circuit of the Americas for the use of Richard Moya Park as a bicycle staging area for cyclists who will ride shuttle buses to the F1 races on November 15 through 17, 2013 in Precinct Four. (Commissioner Gómez)

   RESULT: **ADDED TO CONSENT**

7. Consider and take appropriate action on a request for variance to County on-site sewage facility regulations to allow a second single family residence to be placed on less than two acres at 16409 Jacobson Road in Precinct Four. (Commissioner Gómez)

RESULT: **ADDED TO CONSENT**

Justice and Public Safety Items

8. Consider and take appropriate action regarding the following fire record management project interlocal agreements between Travis County and emergency services districts and mutual business associate agreements between Travis County and emergency services districts:

   a. Emergency Services District Number 1;

   b. Emergency Services District Number 3;

   c. Emergency Services District Number 4;

   d. Emergency Services District Number 5;

   e. Emergency Services District Number 10;

   f. Emergency Services District Number 12; and

   g. Emergency Services District Number 14.

RESULT: **ADDED TO CONSENT**

Health and Human Services Dept. Items

9. Consider and take appropriate action on a request to continue the administration and planning project, social work project and fair housing project of the Community Development Block Grant for the 2013 Program Year with internal Health and Human Services and Veterans Service Department resources until a decision regarding the Program Year 2013 CDBG grant is received and a fully executed contract is obtained from HUD.

MOTION: Approve Item 9.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Samuel T. Biscoe, Judge
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

10. Consider and take appropriate action on items related to the Program Year 2012 Consolidated Annual Performance Evaluation Report for the Community Development Block Grant provided by HUD:

    a. Request to approve November 25 through December 9, 2013 as the 15-day public comment period for the public to review and comment on the draft;

    b. Request to approve a public hearing date on December 3, 2013, at 9:00 a.m. in the Travis County Commissioners Courtroom to receive public comment; and

RESULT: **ADDED TO CONSENT**

c. Request to approve the advertisement announcing the public hearing date and 15 day public comment period in newspapers of general circulation: Austin Chronicle, Pflugerville Pflag, Hill Country News, Lake Travis View, Oak Hill Gazette, Westlake Picayune, The Villager, Ahora Si, and El Mundo.

Members of the Court heard from:
Gus Peña, Travis County resident
Sherri Fleming, County Executive, Travis County Health and Human Services & Veterans Service (TCHHS&VS)
Christy Moffett, Planning Project Manager, TCHHS&VS

MOTION: Approve Item 10.c
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Planning and Budget Dept. Items

11. Consider and take appropriate action on budget amendments, transfers and discussion items.

RESULT: **ADDED TO CONSENT**

12. Approve requests regarding grant programs, applications, contracts and related special budgets, and permissions to continue:

a. Annual contract with the Office of the Governor, Criminal Justice Division, to continue the Trauma Informed Assessment and Response Program in Juvenile Probation Department;

b. New contract with the Office of the Governor, Criminal Justice Division, to continue the Eagle Soars program in Juvenile Probation Department; and

c. New contract with the Office of the Governor, Criminal Justice Division, to continue the Enhancing Services for Victims of Crime In Juvenile Probation Department.

RESULT: **ADDED TO CONSENT**

13. Consider and take appropriate action on the following for the Human Resources Management Department:

a. Proposed routine personnel amendments; and

b. Non-routine salary adjustment from Constable Precinct Two office for a variance to Travis County Code Section 10.03002, Salary Adjustment Greater than 10% Above Midpoint.

Clerk's Note: Judge Biscoe noted that in Item 13.a, the Human Resources Department (HRMD) requested that Position 30003127 be pulled from consideration.

RESULT: **ADDED TO CONSENT**

14. 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 $701,263.92 for the period of October 11 to October 17, 2013.

RESULT: **ADDED TO CONSENT**

15. Consider and take appropriate action on the following:

    a. Tuition reimbursements for employees who have completed classes in accordance with the Tuition Refund Program, Sections 10.020 through 10.022; and

    b. Authorization for County Auditor and Treasurer to reimburse employees as listed.

    RESULT: **ADDED TO CONSENT**

16. Consider and take appropriate action regarding a license agreement with the Republic of Texas Biker Rally, Inc., for an event at the Travis County Exposition Center. (This item may be taken into Executive Session under the Consultation with Attorney exception)

    RESULT: **POSTPONED**

17. Consider take appropriate action on a request from Ending Community Homelessness Coalition, Inc. to use Travis County meeting space for its annual board meeting on Monday, November 18, 2013.

    RESULT: **ADDED TO CONSENT**

18. Receive presentation regarding the LEED Gold Certification awarded by the United States Green Building Council for the SMART Facility in Precinct Four. (Commissioner Gómez)

    RESULT: **POSTPONED** **Reset for: 11/5/2013**

Purchasing Office Items

19. Consider and take appropriate action on contract award to URS Corporation for program management services for development of the new civil and family courthouse.

    Members of the Court heard from:
    Cyd Grimes, Travis County Purchasing Agent
    John Hille, Assistant County Attorney
    Belinda Powell, Capital Planning Coordinator, PBO

    MOTION: That Commissioner Gómez share the recommended changes with staff; that staff provide a response, as well as that list of changes, to the Court; that staff be available to meet with Court members this week; and that, based on input from Court members, staff will decide whether or not to contact the contractor, which will depend on the nature of the proposed changes and what impact they will have on the contract.
    RESULT: **APPROVED [UNANIMOUS]**
    MOVER: Samuel T. Biscoe, Judge
    SECONDER: Margaret J. Gómez, Commissioner
    AYES: Biscoe, Davis, Todd, Daugherty, Gómez

20. Approve contract award for water treatment systems, IFB No. 1307-010-RF, to the low bidder, Garratt Callahan Company.

    RESULT: **ADDED TO CONSENT**

21. Approve contract award for engineering design services for the Bee Creek Road at Bee Creek Bridge project, RFQ No. Q110243-LP, to the highest qualified firm, Klotz Associates, Inc.

    RESULT: ADDED TO CONSENT

22. Approve Modification No. 2, an assignment of Contract No. 4400000545 (H.T.E. Contract No. MA120135SW) from 8x8, Inc. to the IRC Company, Inc. (dba Black Lotus Communications, Inc.).

    RESULT: ADDED TO CONSENT

23. Authorize Purchasing Agent to commence negotiations with the most highly qualified firm, Binkley-Barfield Inc., for engineering services in response to RFQ No. Q1306-018-LP, Hamilton Pool Road safety improvements.

    Members of the Court heard from:
    Steve Manilla, County Executive, TNR

    RESULT: DISCUSSED Reset for: 11/5/2013

24. Approve modification No. 14 to Contract No. 4400000074 (H.T.E. Contract No. 10K00250LP), STR Constructors, for Milton Reimers Ranch Park.

    RESULT: ADDED TO CONSENT

25. Approve contract award for mechanical, electrical, plumbing engineering services for domestic water boiler replacement at Travis County Correctional Complex Building 400 (12) to Encotech Engineering Consultants, Inc.

    RESULT: ADDED TO CONSENT

26. Approve Modification No.10 to Interlocal Agreement No. 4400000354, Austin Independent School District, for afterschool care.

    RESULT: ADDED TO CONSENT

Other Items

27. Consider and take appropriate action on reappointment Ofelia Elizondo to Place Three on the Strategic Housing Finance Corporation Board of Directors for a term to run from January 1, 2014 to December 31, 2019. (Commissioner Daugherty)

    RESULT: ADDED TO CONSENT

28. Consider and take appropriate action regarding a joint election agreement for the November 5, 2013 Joint General and Special Elections with Travis County and 13 participating entities:

    a. City of Austin;

    b. City of Bee Cave;

    c. City of Jonestown

    d. City of Leander;

    e. City of Rollingwood;

f. City of Round Rock;

g. City of Sunset Valley;

h. Village of Point Venture;

i. Village of the Hills;

j. Village of Volente;

k. Marble Falls Independent School District;

l. Pilot Knob Municipal Utility District #4 (establishing election); and

m. Travis County Emergency Services District #4.

RESULT: ADDED TO CONSENT

29. Consider and take appropriate action regarding the appointment of presiding judge, alternate presiding judge, manager, assistant manager and tabulation supervisor of the Central Counting Station and presiding judge and alternate presiding judge, and members of the Early Voting Ballot Board for the November 5, 2013 General and Special Elections.

RESULT: ADDED TO CONSENT

30. Consider and take appropriate action regarding the appointment of presiding judge, alternate presiding judges to fill vacancies for the November 5, 2013 Joint General and Special Elections.

RESULT: ADDED TO CONSENT

31. Receive Fiscal Year 2014 State Forfeited Property Account budget from the Travis County Sheriff's Office in accordance with the provisions of Article 59.06(D) of the Texas Code of Criminal Procedure.

RESULT: ADDED TO CONSENT

Executive Session Items

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

Note 1: Gov't Code Ann 551.071, Consultation with Attorney
Note 2: Gov't Code Ann 551.072, Real Property
Note 3: Gov't Code Ann 551.074, Personnel Matters
Note 4: Gov't Code Ann 551.076, Security
Note 5: Gov't Code Ann 551.087, Economic Development Negotiations

32. Consultation with County Attorney and take appropriate action concerning the extension of administrative leave with pay for Health and Human Services employee, Slot 30005370. [1 and 3]

Judge Biscoe announced that Item 32 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.074, Personnel Matters.

MOTION: Approve the request for 38 days of leave with pay, 28 of which have already occurred.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Gerald Daugherty, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

33. Consider and take appropriate action concerning the settlement offer regarding payment for Star Flight services rendered to Robin Arnott. [1]

RESULT: **POSTPONED** **Reset for: 11/5/2013**

34. Consider and take appropriate action concerning the settlement offer regarding payment for Star Flight services rendered to Elizabeth Gray. [1]

RESULT: **POSTPONED** **Reset for: 11/5/2013**

35. Consider and take appropriate action concerning the settlement offer regarding payment for Star Flight services rendered to Julia Guardione. [1]

RESULT: **POSTPONED** **Reset for: 11/5/2013**

36. Consider and take appropriate action concerning the settlement offer regarding payment for Star Flight services rendered to Julia Courtney. [1]

RESULT: **POSTPONED** **Reset for: 11/5/2013**

37. Consider and take appropriate action regarding the use of the Exposition Center as remote parking lots for the Circuit of the Americas for the November 14, 15 and 16, 2013 Formula One events. [2]

Judge Biscoe announced that Item 37 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

MOTION: Approve the proposed contract.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Consent Items

MOTION: Approve the following Consent Items: C1–C4 and Agenda Items 2, 4.a–b, 6, 7, 8.a–g, 10.a–b, 11, 12.a–c, 13.a–b, 14, 15.a–b, 17, 20, 21, 22, 24, 25, 26, 27, 28.a–m, 29, 30, 31, and A1.
RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

C1. Receive bids from County Purchasing Agent.

C2. Approve payment of claims and authorize County Treasurer to invest County funds.

C3. Approve the Commissioners Court Minutes for the Voting Session of October 15, 2013.

C4. Approve setting a public hearing on Tuesday, November 19, 2013 to receive comments regarding a request to authorize the filing of an instrument to vacate the five-foot wide public utility easements located along the rear lot lines of lots 3 through 8, block D of the re-subdivision of Bauldwin's Point in Precinct Two. (Commissioner Todd)

Added Items

A1. Consider and take appropriate action on memorandum of understanding with St. Edwards University for the placement of social work interns in the Travis County Health and Human Services and Veterans Service Department.

RESULT: ADDED TO CONSENT

Minutes approved by the Commissioners Court

_____
Date of Approval

_____
Samuel T. Biscoe, Travis County Judge

Minutes for the Travis County Commissioners Court Tuesday, October 29, 2013 Special Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 ● www.co.travis.tx.us ● PO Box 149325, Austin, TX 78714-9325

Call to Order

Special Voting Session called to order on October 29, 2013, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Bruce Todd	Precinct 2, Commissioner	Present
Gerald Daugherty	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

Agenda Items

1. Consider and take appropriate action regarding a delegation of county officials from Penghu County, Taiwan:

   a. An agreement establishing a sister-county relationship between Travis County and Penghu, Taiwan;

   Members of the Court heard from:
   Mike Ma, Chinese Society of Austin
   Wang Chien-Fa, Governor of Penghu County, Taiwan
   Sherry Wang, Translator
   Liu Chen Chao-Ling, Speaker of Penghu County Council
   Hung Tung-Lin, Senior Executive Officer, Penghu County Government

   MOTION: Approve the agreement and authorize the County Judge to sign on behalf of the Commissioners Court.
   RESULT: **APPROVED [UNANIMOUS]**
   MOVER: Samuel T. Biscoe, Judge
   SECONDER: Ron Davis, Commissioner
   AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Clerk's Note: The Commissioners Court Special Voting Session retired to an adjacent meeting room for a reception honoring the Penghu County delegation and to consider Items 1.b and c. The reception was not televised.

   b. A certificate bestowing honorary citizenship on individual members of the delegation;

   Members of the Court heard from:
   Wang Chien-Fa, Governor of Penghu County, Taiwan
   Mike Ma, Chinese Society of Austin

c. Exchange of gifts between representatives of the two counties.

Members of the Court heard from:
Wang Chien-Fa, Governor of Penghu County, Taiwan
Mike Ma, Chinese Society of Austin
Steve Hsia, Director General, Taipei Economic and Cultural Office (TECO), Houston

Minutes approved by the Commissioners Court

_____
Date of Approval

_____
Samuel T. Biscoe, Travis County Judge

Created 11-07-13 @ 4:45 pm

Item C4

Travis County Commissioners Court Agenda Request

Meeting Date: November 12, 2013, 9:00AM Voting Session

Prepared By/Phone Number: Janice Rosemond, Auditor's Office, 854-8824

Elected/Appointed Official/Dept. Head: Nicki Riley, Travis County Auditor

Commissioners Court Sponsor: Commissioner Daugherty

AGENDA LANGUAGE: **Receive fiscal year 2012 financial audit reports for Emergency Services Districts 5 and 10**

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attachments

STAFF RECOMMENDATIONS:

Please approve

ISSUES AND OPPORTUNITIES:

None

FISCAL IMPACT AND SOURCE OF FUNDING:

None

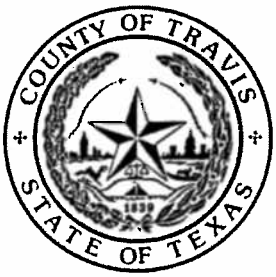
REQUIRED AUTHORIZATIONS:

Auditor's Office	Nicki Riley, 854-9125
Commissioner Pct 3 Office	Gerald Daugherty, 854-9333

Created 11-07-13 @ 4:45 pm

TRAVIS COUNTY
AUDITOR'S OFFICE

NICKI RILEY, CPA
COUNTY AUDITOR



TRAVIS COUNTY
ADMINISTRATION BUILDING
P.O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9125
FAX: (512) 854-9164

To: Commissioners Court

From: Nicki Riley, County Auditor

Date: October 30, 2013

Re: ESD Audit Reports

Texas Health and Safety Code, Chapter 775.082 requires all Emergency Services Districts to submit an audit report to the Commissioners Court by June 1st of each year. The following ESDs have submitted their audited financial statements to the County for fiscal year 2012.

We have reviewed the attached audit reports and are placing them on the agenda to be formally received by the Commissioners Court. We have included an agenda request for the reports listed below.

Emergency Services District	Precinct	Fiscal Year
No. 5	3	2012
No. 10	3	2012

Please do not hesitate to call me at ext. 49125 if you have any questions.

Created 11-07-13 @ 4:45 pm

Millan & Company, P.C.

Certified Public Accountants

823 Congress Ave., Suite 707 - Austin, Texas 78701

Telephone (512) 479-6819 Facsimile (512) 479-8241

Travis County Emergency Services District # 5

Audited Financial Statements

For the Year Ended December 31, 2012

Created 11-07-13 @ 4:45 pm

Travis County Emergency Services District #5
Financial Statements
As of December 31, 2012

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MILLAN & COMPANY, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

Travis County Emergency Services District #5
Board of Directors

We have audited the accompanying financial statements of the general fund of Travis County Emergency Services District #5 as of and for the year ended December 31, 2012, as listed in the table of contents. These financial statements are the responsibility of Travis County Emergency Services District #5's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the general fund of the Travis County Emergency Services District #5 as of December 31, 2012, and the respective changes in financial position for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on page 3 and 6 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Millan & Co. P.C.

Austin, Texas
August, 15, 2013

823 Congress Avenue, Suite 707 • Austin, Texas 78701
(512) 479-6819 • Facsimile (512) 479-8241 • www.millancpa.com

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #5

Management's Discussion and Analysis

Discussion and analysis of the financial performance for Emergency Service District #5 provides an overview of the ESD financial activities for year ended December 31, 2012.

FINANCIAL HIGHLIGHTS

Tax allocation from Travis County was $877,565.55. This represents an increase of $15,057.34 or approximately 1.7 percent.

Collection of sales tax receipts for ESD #5 was $863,268.81. This represents an increase of $239,623.40 or approximately 38.4 percent.

Expense for Manchaca Fire and Rescue was $999,649.25. This increase of $288,530.82 is approximately 40.0 percent.

Loan payment for trucks purchased in 2009 was $101,366.69. This was the fourth of ten payments. The $3,000,000.00 loan for the purchase of land and construction of a new station required a payment of $255,563.07. This was the fourth of twenty payments.

Created 11-07-13 @ 4:45 pm

Travis County Emergency Services District #5
Statement of Net Assets and Governmental Funds Balance Sheet
As of December 31, 2012

	General Fund	Total	Adjustments	Statement of Net Assets
ASSETS				
Cash and Cash Equivalents	$ 396,601.84	$ 396,601.84	$ -	$ 396,601.84
Investments	905,174.42	905,174.42	-	905,174.42
Property Tax Receivable	438,959.94	438,959.94	-	438,959.94
Sales Tax Receivable	74,289.01	74,289.01	-	74,289.01
Receivable on Sale of Land	-	-	-	-
Prepaid Expenses	4,343.51	4,343.51	-	4,343.51
Construction in Progress	-	-	-	-
Other Capital Assets, Net Accumulated Depreciation $1,012,632.15	-	-	4,471,996.33	4,471,996.33
Total Assets	1,819,368.72	1,819,368.72	4,471,996.33	6,291,365.05
LIABILITIES				
Long-term Liabilities:				
Due Within One Year	-	-	356,929.76	356,929.76
Due After One Year	-	-	2,898,093.25	2,898,093.25
Total Liabilities	-	-	3,255,023.01	3,255,023.01
FUND BALANCES/ NET ASSETS				
Fund Balances:				
Unreserved	1,819,368.72	1,819,368.72	(1,819,368.72)	
Total Fund Balance	1,819,368.72	1,819,368.72	(1,819,368.72)	
Total Liabilities and Fund Balances	$ 1,819,368.72	$ 1,819,368.72		
Net Assets:				
Invested in Capital Assets, Net of Related Debt				1,216,973.32
Unrestricted				1,819,368.72
Total Net Assets				$ 3,036,342.04

See accompanying auditors' report and notes to financial statements.

Created 11-07-13 @ 4:45 pm

Travis County Emergency Services District #5

Statement of Activities and Governmental Fund Revenues, Expenditures, and Changes in Fund Balances

For the Year Ended December 31, 2012

	General Fund	Total	Adjustments	Statement of Activities
REVENUES:				
Property Taxes	877,565.55	877,565.55	-	877,565.55
Sales Tax	863,268.81	863,268.81	-	863,268.81
Investment Earnings	9,645.67	9,645.67	-	9,645.67
Other Income	13,530.12	13,530.12	-	13,530.12
Total Revenues	1,764,010.15	1,764,010.15	-	1,764,010.15
EXPENSES:				
Current:				
ESD Operations	2,010,621.17	2,010,621.17	(1,916,517.60)	94,103.57
Manchaca Volunteer Fire Department	999,649.25	999,649.25	-	999,649.25
Debt Service:				
Principal	356,929.76	356,929.76	(356,929.76)	-
Interest	188,703.26	188,703.26	-	188,703.26
Depreciation	-	-	218,386.15	218,386.15
Total expenses	3,555,903.44	3,555,903.44	(2,055,061.21)	1,500,842.23
Excess of Revenues Over Expenditures	(1,791,893.29)	(1,791,893.29)	2,055,061.21	
Change in Net Assets				263,167.92
FUND BALANCE / NET ASSETS:				
Beginning of the year	3,422,558.75	3,422,558.75	(649,384.63)	2,773,174.12
End of the year	1,630,665.46	1,630,665.46	1,405,676.58	3,036,342.04

See accompanying auditors' report and notes to financial statements.

Created 11-07-13 @ 4:45 pm

Travis County Emergency Services District #5
Budgetary Comparison
For the Year Ended December 31, 2012

	Actual	Budget	Variance
REVENUES:			
Property Taxes	877,565.55	780,000.00	97,565.55
Sales Tax	863,268.81	600,000.00	263,268.81
Investment Earnings	9,645.67	4,000.00	5,645.67
Other Income	13,530.12	-	13,530.12
Total Revenues	1,764,010.15	1,384,000.00	380,010.15
EXPENSES:			
Current:			
ESD Operations	2,010,621.17	196,000.00	1,814,621.17
Manchaca Volunteer Fire Department	999,649.25	870,000.00	129,649.25
Debt Service:			
Principal	356,929.76	357,000.00	(70.24)
Interest	188,703.26	-	188,703.26
Total Expenditures / Expenses	3,555,903.44	1,423,000.00	2,132,903.44
Excess of Revenues Over Expenditures	(1,791,893.29)	(39,000.00)	(1,752,893.29)

The accompanying notes are an integral part of these financial statements.

Travis County Emergency Services District # 5
Notes to the Financial Statements
For the Year Ending December 31, 2012

Note 1 - Summary of Significant Accounting Principles Reporting Entity

The Travis County Emergency Services District #5 was organized in the State of Texas under Article III, Section 48-e of the Texas Constitution for the protection of human life and health as provided by this Act.

Creation and Purpose of Travis County Emergency Services District #5

The county judge was presented with a petition signed by at least one hundred qualified voters of Travis County who own taxable real property within the proposed district. The petition requested the formation of an emergency services district. The specific purpose of the Travis County Emergency Services District #5 is to provide medical, ambulance and fire fighting services within the boundaries of Travis County.

Government-wide and fund financial statements

The government-wide financial statements (i.e., the statement of net assets and the statement of changes in net assets) report information on all of the non fiduciary activities of the primary government.

The statement of activities demonstrates the degree to which the direct expenses of a given function are offset by revenues. *Direct expenses* are those that are clearly identifiable with a specific function. *Revenues* include tax distributions from the Travis County Appraisal District, sales tax distributions from Texas Comptroller of Public Accounts, and interest earned on cash held in interest-bearing accounts and fixed term CDs. Travis County Emergency Services District #5 has one fund, the general fund, to account for the acquisition, use, and balances of the government's expendable financial resources and the related current liabilities.

Measurement focus, basis of accounting, and financial statement presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting.* Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting.* Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within sixty days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

Fund Accounting

The District uses funds to maintain its financial records during the year. A fund is defined as a fiscal and accounting entity with a self-balancing set of accounts. The District only uses governmental funds.

Governmental Funds

Governmental funds are those through which most governmental functions typically are financed. Governmental funds reporting focuses on the sources, uses and balances of current financial resources. Expendable assets are assigned to various governmental funds according to the purpose for which they may or must be used. Current liabilities are assigned to the fund from which they will be paid. The difference between governmental fund assets and liabilities is reported as fund balance.

Travis County Emergency Services District # 5
Notes to the Financial Statements
For the Year Ending December 31, 2012

Note 1 - Summary of Significant Accounting Principles Reporting Entity (...continued)

The District reports the following major governmental fund:

General Fund - The General Fund is used to account for all financial resources of the District. The general fund balance is available to the District for any purpose provided it is expended or transferred according to the general laws of Texas and the bylaws of the District. This fund accounts for all activities of the district.

Basis of Presentation

The accompanying financial statements have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

Basis of Accounting

The District uses one fund type to account for its operations. The governmental fund is accounted for using the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual (i.e., both measurable and available). The term available means that the revenues will be collected during the year or soon enough thereafter to pay liabilities arising from operations during the year just ended. Expenditures, if measurable, are generally recognized on the modified accrual basis of accounting when the related liability is incurred.

Cash and Cash Equivalents

The District considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents.

Allowance for Doubtful Accounts

No allowance for doubtful accounts is recorded because all property and sales tax receivables will ultimately be collected. However, the time of collection as well as the ultimate amount to be collected is indefinite, based on taxpayer protests and appraisal district adjustments.

Note 2 - Tax Assessment

Property taxes attach as an enforceable lien on property as of January 1. Taxes are levied on October 1 and are due and payable on or before January 31 of the following year. All unpaid taxes become delinquent February 1 of the following year. Property taxes are recognized as revenue when they are measurable and available. Taxes are billed and collected by the Travis Central Appraisal District and the Travis County Tax Office.

Note 3 – Cash Deposits

The Board of Commissioners has the authority to designate one or more banks to serve as depositories for the funds of the district. To the extent that the funds in a depository bank are not insured by the Federal Deposit Insurance Corporation, the funds are secured in the manner provided by law for the security of county funds. Bank balances of TCESD#5 that exceed FDIC limits are entirely collateralized with securities held by Bank of America in the name of TCESD#5. Securities pledged by the Bank on behalf of TCESD#5 had a market value of $1,635,251.48 at year end.

Travis County Emergency Services District # 5
Notes to the Financial Statements
For the Year Ending December 31, 2012

Note 3 – Cash Deposits (...continued)

Minimal cash balances are normally maintained in the District's checking account. The majority of the District's funds are normally maintained in the savings account. The District's carrying amount of cash in checking and savings at December 31, 2012, is presented below.

Bank of America, Savings			$ 376,963.49
Bank of America, Checking			19,638.35
Total Cash & Equivalents			396,601.84
	Rate	Maturity Date	
Fixed Term CD #2340	0.30%	5/23/2013	905,174.42
Total Investments			905,174.42
Total Cash & Investments			$ 1,301,776.26

Note 4 – Revenues and Receivables

Property tax revenues collected during the year ended December 31, 2012, and receivables at year-end are made up of the sum of the following:

	Collected	*Receivable*	*Current Revenue*
2011	$ 370,365.72	$ 5,970.36	$ -
2012	529,457.25	342,170.00	871,627.25
Deposits in Transit	(69,550.97)	69,550.97	-
Prior Years	6,562.79	21,268.61	-
Penalties & Interest	5,938.27	-	5,938.27
	$ 842,773.06	$ 438,959.94	$ 877,565.52

Sales tax revenues collected during the year ended December 31, 2012, and receivables at year end are as follows:

	Collected	*Receivable*	*Current Revenue*
2012	$ 788,979.80	$ 74,289.01	$ 863,268.81

Note 5 – Fixed Assets

Fixed assets are reported net of accumulated depreciation on the financial statements. These assets are reported at cost or estimated fair market value at the date of donation and are depreciated using the straight line method over the estimated useful life of the asset. Transferred assets are shown net of depreciation at date of transfer as follows:

Note 5 – Fixed Assets (...continued)

Land at 1626	$ 530,170.35	2009 Crimson Fire Pumper	$ 613,274.00
1626 Building	3,437,923.09	2009 Super Vac Rescue Truck	504,325.83
Station 503	7,289.00	Pumper Truck Accessories	36,476.17
Station 501	7,289.00	Equipment for Fire Rescue	2,089.00
Station 505	5,143.00	Equipment for Fire Rescue	12,310.00
Station 502	40,338.00	Robot	8,313.00
1985 Ford Tanker	-	Skid Unit 1	-
1997 Ford Fire Truck	-	Skid Unit 2	-
1998 Spartan Fire Truck	-	Spreader	763.00
1999 Ford Pickup	-	Hydraulic Pump	1,095.00
2001 International Fire Truck	-	Personal Power Unit	730.00
2003 International Fire Truck	-	TIC Camera 1	-
2004 Ford Pickup	3,565.00	TIC Camera 2	-
2004 Ford Pickup	3,565.00	TIC Camera 3	-
2006 Wildland Engine	230,000.00	TIC Replacement	8,064.00
2006 Command Pickup	31,906.04	Accumulated Depreciation	(1,012,632.15)
			4,471,996.33

When capital assets that are to be used in governmental activities are purchased, the resources expended for those assets are reported as expenditures in governmental funds. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. As a result, fund balance decreases by the amount of financial resources expended, whereas net assets decrease by the amount of depreciation expense charged for the year.

Note 6 – Prepaid Expenses

Prepaid expenses on the balance sheet reports expense items for future periods that were paid for in the current period. These expenses will be recognized in the coming year, in the period to which they apply, and include the following:

TCAD, 2012 Service Fees	$ 4,343.51

Note 7 – Sale of Undeveloped Land

In 2011, Travis County Emergency Services District #5 entered into a sales contract to sell 5.1 acres of undeveloped land with a basis of $311,369.80 for $348,975.00. The Organization received $174,487.50 ($174,214.03 after fees) down and a note receivable for $174,487.50. The note is payable in 10 annual installments of $17,448.75 plus interest at 4.5%. During 2012 the Organization received the full principle balance and accrued interest of $6,107.05 to satisfy the note.

Note 8 – Note Payables

Travis County Emergency Services District #5 has two secured note payables requiring annual payments of principal and interest. The first loan, which was funded in October of 2009 in the amount of $801,134.79 with an interest rate of 4.53%, was used to purchase a 2009 Crimson Fire Pumper and a 2009 Super Vac Rescue Truck. Annual payments of $101,366.69 started in November of 2009 and will continue for 10 years. The second loan, which was funded in December of 2009 in the amount of $3,000,000 with an interest rate of 5.72%, was used to purchase land and will be used to build a new fire station. Annual payments of $255,563.07 started in December of 2010 and will continue for 20 years.

Note 8 – Note Payables (...continued)

The balances on the two loans at December 31, 2012 are presented below:

	Note Payable, Trucks	Note Payable, Land & Building	Total
Due within one year	$ 101,366.69	$ 255,563.07	$ 356,929.76
Due after one year	421,239.29	2,476,853.96	2,898,093.25
	$ 522,605.98	$ 2,732,417.03	$ 3,255,023.01

Note 9 – Subsequent Events

Subsequent events were evaluated through August 15, 2013, which is the date the financial statements were available to be issued.

MILLAN & COMPANY, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

The Board of Directors of
Travis County Emergency Services District #5

In planning and performing our audit of the financial statements of Southwest Travis County Emergency Services District #5 for the year ended December 30, 2012, in accordance with auditing standards generally accepted in the United States of America, we considered the Organization's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

However, during our audit we became aware of a matter that presents an opportunity for strengthening internal controls and operating efficiency. This letter does not affect our report dated August 15, 2013, on the financial statements of Travis County Emergency Services District #5.

We will review the status of these comments during our next audit engagement. We have already discussed this comment and suggestion with various Organization personnel, and we will be pleased to discuss them in further detail at your convenience, to perform any additional study of these matters, or to assist you in implementing the recommendations. Our comments are summarized as follows:

Bank Reconciliations

The checking and savings bank cash accounts were not reconciled for the entire year of 2012. Proper internal controls procedures call for all bank accounts to be reconciled monthly and that those reconciliations be reviewed by management. We recommend the bank accounts are reconciled on a monthly basis to ensure that all transactions have been recorded and/or have been recorded correctly so that the financial statements are accurate.

Access Controls

Password protection has not been implemented for the Organization's accounting program, although the accounting software supports the use of passwords. Proper internal control procedures call for tightly controlled access to accounting books and records. Access to accounting programs is normally restricted via the use of passwords. Without password protection, the accounting system is not secure from unauthorized use and access. We recommend the immediate implementation of password protection for the accounting program.

Accounting Software

The Organization uses Quicken to maintain the accounting records. The Quicken program is best suited in maintain personal financial records. We recommend investing in a program such as QuickBooks which is more suited to the accounting and reporting needs of the Organization.

Millan & Co, P.C

Austin, Texas
August 15, 2013

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(512) 479-6819 • Facsimile (512) 479-8241 • www.millancpa.com

Created 11-07-13 @ 4:45 pm

Montemayor Hill & Company, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #10

INDEPENDENT AUDITOR'S REPORT
AND
FINANCIAL STATEMENTS

SEPTEMBER 30, 2012

Created 11-07-13 @ 4:45 pm

Arturo Montemayor III
President & CEO

Pamela Hill
Shareholder

Stacy Britton
Shareholder

Sean Bender
Shareholder

Montemayor Hill & Company, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

Board of Fire Commissioners
Travis County Emergency Services District #10

INDEPENDENT AUDITOR'S REPORT

We have audited the accompanying financial statements of the governmental activities and general fund of the Travis County Emergency Services District #10 (District) as of and for the year ended September 30, 2012, which collectively comprise the District's basic financial statements. These financial statements are the responsibility of the District's management. Our responsibility is to express an opinion on these financial statements based on the audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the governmental activities and general fund of the District as of September 30, 2012 and the changes in financial position for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 2 through 5 and the budgetary comparison information and on page 13 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

30 August 2013
Austin, Texas

Montemayor Hill & Company, P.C.

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The following is a narrative overview and analysis of the financial activities of the Travis County Emergency Services District #10 ("the District") for the year ended September 30, 2012. Please read it in conjunction with the District's financial statements, which follow this section.

Financial Highlights

- The District's property tax rate remained at 10¢ per $100 of assessed valuation for the year ended September 30, 2012. The statutory limit, as established by the State of Texas constitution, is 10¢ per $100 of assessed valuation.
- The District incurred an increase in fund balance of $21,361 for the year, due to expenses being slightly less than tax revenues.
- Cash and current taxes receivable amounted to $349,426 at September 30, 2012, which represented a decrease compared to the $392,793 for cash, advances and current taxes receivable at September 30, 2011.
- Capital assets decreased by $132,863 compared to September 30, 2011, entirely due to depreciation expense for the 2012 fiscal year.
- The District's capital lease balance decreased by $183,435 in the current fiscal year, as a result of principal payments.
- Contract services expense under the Ce-BAR contract was $1,075,000 for the year ended September 30, 2012 compared to $1,008,000 for the year ended September 30, 2011.

Overview of the Financial Statements

This annual report consists of three parts—*management's discussion and analysis* (this section), the *basic financial statements*, and *required supplementary information*. The *basic financial statements* include two kinds of statements that present different views of the District. The financial statements also include notes that explain some of the information in the financial statements and provide more detailed data. The statements are followed by a section of *required supplementary information* that further explains and supports the information in the financial statements.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances in a manner similar to a private sector business reporting on a full accrual basis of accounting.

The *Statement of Net Assets* presents information on all of the District's assets and liabilities, with the difference between the two reported as net assets. Increases or decreases in net assets may serve as a useful indicator of whether the financial position of the District has improved or deteriorated.

The *Statement of Activities* presents information showing how the District's net assets changed during the most recent fiscal year. All changes in net assets are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of the related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods (example: uncollected property taxes).

Because the District's principal source of revenue is property taxes, the government-wide financial statements are grouped into one function that is supported by taxes (governmental activities).

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control and account for resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal or contractual requirements. The District has one fund, the General Fund.

Governmental Funds: The General Fund is used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, the governmental funds financial statements focus on current fiscal year cash inflows and outflows, as well as balances of resources available for spending at the end of the fiscal year. Such information may be useful in evaluating the District's recent financing requirements.

Because the focus of the governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for the General Fund with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's recent financing decisions. Both the Governmental Fund balance sheet and the Governmental Fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between Governmental Fund and government-wide financial statements.

Government-Wide Financial Analysis

Net assets may serve as a useful indicator of the District's financial position. The District's net assets (assets less liabilities) were $784,342 as of September 30, 2012. Capital assets, net of depreciation and related debt, accounted for $420,760 or 54% of the total net assets. Capital assets reflect the large investments in facilities and equipment that are necessary to provide adequate fire suppression services to the community. The remaining balance of net assets of $363,582 is unrestricted and available to meet the District's ongoing obligations to citizens and creditors. Governmental activities account for all of the changes in net assets at the government-wide reporting level because the District engages in no business-type activities. The tables below summarize the financial position of the District at September 30, 2011 and 2012 and the results of operations for the years ended September 30, 2011 and 2012.

Assets	**9/30/2012**	**9/30/2011**
Current assets	$349,426	$378,678
Non current and capital assets	1,260,807	1,393,629
Total assets	$1,610,233	$1,772,307
Liabilities		
Current maturities of long-term debt	$188,075	$179,715
Long-term debt	637,816	829,611
Total liabilities	825,891	1,009,326
Net assets:		
Invested in capital assets, net of debt	420,760	370,188
Unrestricted	363,582	392,793
Total net assets	784,342	762,981
Total liabilities and net assets	$1,610,233	$1,772,307

	2012	2011
Revenues		
Property taxes	$1,290,580	$1,251,953
Interest and other income	10,686	2,096
Total revenues	1,301,266	1,254,049
Expenses		
Contract funding - Ce-BAR	1,075,000	1,008,000
Depreciation	132,863	168,436
Interest expense	41,410	49,202
Other	30,632	15,099
Total expenses	1,279,905	1,240,737
Change in net assets	21,361	13,312
Net assets, beginning	762,981	749,669
Net assets, ending	$784,342	$762,981

Financial Analysis of the Governmental Fund

The focus of the District's Governmental Fund is to provide information on near-term inflows and outflows and on resource balances available for spending. Such information is useful in assessing the District's financing requirements. In particular, unassigned fund balance serves as a useful measure of the District's net resources available for spending at fiscal year-end.

During the fiscal year ending September 30, 2012, the District's only Governmental Fund was the General Fund, and it reported ending current assets of $343,542, a decrease of $29,616 from September 30, 2011. The District's ending unassigned fund balance of $343,542 was unencumbered and available for spending at the District's discretion.

General Fund Budgetary Highlights

The General Fund an excess of expenditures over revenues of $29,616. The reason for the budget variance is primarily due to the District approving additional contract funding of $35,000 in excess of the original budget during the year, offset by unanticipated grant revenue.

Capital Assets

The District's investment in capital assets at September 30, 2012, net of accumulated depreciation, totaled $1,246,651. The current year decrease of $132,863 represented depreciation expense.

Long-Term Debt

The District's long-term debt at September 30, 2012, net of the current portion, totaled $637,816 for capital leases. The current portion of the long-term debt was $188,075. Fire stations and equipment are pledged as collateral on the leases. Activity during the year ended September 30, 2012 consisted of $183,435 in principal payments and interest expense of $41,410.

Economic Factors, Future Years' Budgets and Tax Rates

The October 2011 tax assessment increased by approximately 3% compared to the October 1, 2010 assessment. The tax rate of 10¢ per $100 of assessed valuation for fiscal year 2011-2012 remained the same. The slight increase in tax revenues will allow for a slight increase in expected funding for future services contracted with Ce-BAR.

Request for Information

This financial report is designed to provide a general overview of the finances of the Travis County Emergency Services District #10 for all parties with an interest. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to:

Travis County Emergency Services District #10
353 Commons Road
Austin, TX 78733

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #10

STATEMENT OF NET ASSETS AND GOVERNMENTAL FUNDS BALANCE SHEET

SEPTEMBER 30, 2012

	General Fund	Adjustments (Note 9)	Statement of Net Assets
ASSETS			
Current assets:			
Cash	$342,438		$342,438
Property taxes receivable	1,104	5,884	6,988
	343,542		349,426
Property taxes receivable	20,040	(5,884)	14,156
Capital assets, net	0	1,246,651	1,246,651
	$363,582		$1,610,233
LIABILITIES			
Current liabilities:			
Current portion of capital leases	$0	188,075	$188,075
Noncurrent liabilities:			
Capital leases	0	637,816	637,816
Deferred property taxes	20,040	(20,040)	0
	20,040		637,816
	20,040		825,891
FUND BALANCES/NET ASSETS			
Unassigned fund balance	343,542	(343,542)	
	$363,582	(363,582)	
NET ASSETS			
Invested in capital assets, net of debt			420,760
Unrestricted			363,582
			784,342
			$1,610,233

The accompanying notes are an integral part of this financial statement presentation.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #10

STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUNDS STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES

FOR THE YEAR ENDED SEPTEMBER 30, 2012

	General Fund	Adjustments (Note 9)	Statement of Activities
EXPENDITURES/EXPENSES			
Contract funding - Ce-BAR VFD	$1,075,000		$1,075,000
Debt service	224,845	(183,435)	41,410
Depreciation	0	132,863	132,863
Other	30,632		30,632
	1,330,477		1,279,905
REVENUE			
General revenue:			
Property taxes	1,290,175	405	1,290,580
Interest and other income	10,686		10,686
	1,300,861		1,301,266
Change in net assets	(29,616)		21,361
Beginning fund balance/net assets	373,158		762,981
Ending fund balance/net assets	$343,542		$784,342

The accompanying notes are an integral part of this financial statement presentation.

NOTES TO FINANCIAL STATEMENTS

NOTE 1: ORGANIZATION

The Travis County Emergency Services District #10 (District) is a governmental unit that collects property taxes from the citizens of Travis County and disburses funds to Ce-BAR Volunteer Fire Department (Ce-BAR), a non-profit corporation. The District is not included in any other reporting entity.

The District operates under the provisions of Chapter 775 of the Health and Safety Code and was created to provide fire fighting services as well as emergency medical response services to a particular geographic portion of western Travis County. Funding for the District is primarily through the collection of property taxes billed annually in October.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of the District conform to U.S. generally accepted accounting principles applicable to governments promulgated by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA). The following is a summary of the significant accounting policies.

GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

The District is considered a special purpose government under GASB Statement No. 34. This allows the District to present the required fund and government-wide statements in a single schedule. The requirement for fund financial statements to be prepared on the modified accrual basis of accounting is met with the "General Fund" column. An adjustment column includes those entries needed to convert to the full accrual basis government-wide statements. The Statement of Net Assets and the Statement of Activities are government-wide financial statements. They report information on all of the District's activities. The District services are supported primarily by property taxes. The Statement of Activities demonstrates how the District used revenue.

NET ASSETS/FUND BALANCE

Net assets represent the difference between assets and liabilities. Net assets invested in capital assets, net of related debt consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction or improvements of those assets. Net assets are reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the District or through external restrictions imposed by creditors, grantors or laws or regulations of other governments. When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first and then unrestricted resources as they are needed. When both assigned and unassigned funds are available for expenditure, assigned funds are used first.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

MEASUREMENT FOCUS, BASIS OF ACCOUNTING AND FINANCIAL STATEMENT PRESENTATION

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified basis of accounting. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers all revenues available if they are collectible within 60 days after year- end. Expenditures are recognized in the accounting period in which the liability is incurred. Interest and tax revenues associated with the current fiscal year are considered susceptible to accrual and have been recognized as revenues in the current fiscal year. All other revenue is considered measurable and available only when cash is received by the District.

ESTIMATES

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

DEFERRED REVENUE

The District reported unearned deferred revenue in the Statement of Net Assets. Deferred revenues arise when potential revenue does not meet both the measurable and available criteria for recognition in the current period. In general, monies received within 60 days after year-end are considered to have been for prior year services.

CAPITAL ASSETS

All capital assets are recorded at historical cost (or estimated historical cost) and updated for additions and retirements during the year. The District does not possess any infrastructure. Improvements are capitalized. The cost of normal repairs and maintenance that do not add to the value of the asset or materially extend the asset's life are recorded as expenses. Depreciation is calculated on a straight-line basis. Estimated useful lives are as follows:

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Vehicles and engines	10 years
Furniture, fixtures and equipment	10 years
Building	39.5 years

NOTE 3: DEPOSITS

At September 30, 2012, the carrying amount and bank balance of the District's cash deposits was $342,438. Of this amount, approximately $92,000 was in excess of FDIC insurance coverage. The District has not experienced any losses due to this risk.

The District has adopted an investment strategy to pursue limited investment risk the objectives of which are safety of principal, maintenance of liquidity, and maximization of yield. The District is authorized to invest in money market mutual funds, certificates of deposit, commercial paper, public investment pools and governmental obligations or repurchase agreements.

NOTE 4: CAPITAL ASSETS

	Beginning Balance	Additions	Deletions	Ending Balance
Capital assets not being depreciated:				
Land	$144,024	$0	$0	$144,024
Capital assets being depreciated:				
Vehicles and engines	1,449,749	0	0	1,449,749
Buildings	1,215,400	0	0	1,215,400
Equipment	457,671	0	0	457,671
Furniture and fixtures	60,167	0	0	60,167
Accumulated depreciation	(1,947,497)	(132,863)	0	(2,080,360)
Net assets being depreciated	1,235,490	(132,863)	0	1,102,627
	$1,379,514	($132,863)	$0	$1,246,651

NOTE 5: PROPERTY TAXES

The District has the authority to levy a tax to a maximum of $0.10 per $100 of value. Ad valorem taxes are levied each October 1 on the assessed valuation of all taxable property in the District. The tax rate for the October 1, 2011 levy was $0.10 per $100 of value. Taxes are due upon receipt of the bill and are delinquent if not paid before the first day of January in the year following levy. On February 1 of each year, a tax lien attaches to the property to secure the payment of all taxes, penalties and interest ultimately imposed. Taxes are billed and collected by the Travis County Tax Assessor-Collector.

NOTE 6: LONG-TERM DEBT

Capital Leases	Original Issue	Maturity	Interest Rate	Beginning Balance	Additions	Payments	Ending Balance
Fire Station	$1,162,671	2019	4.41%	$676,425	$0	$81,379	$595,046
Engine #1	334,206	2014	4.25%	106,395	0	37,265	69,130
Engine #2	325,182	2014	3.93%	93,586	0	36,340	57,246
Tanker	153,817	2015	3.93%	57,117	0	16,965	40,152
Brush Truck	116,000	2017	4.92%	75,803	0	11,486	64,317
	$2,091,876			$1,009,326	$0	$183,435	825,891
						Less Current	(188,075)
						Long-term	$637,816

Maturities:

	Principal	Interest	Total
2013	$188,075	$36,771	$224,846
2014	166,689	28,115	194,804
2015	106,827	21,517	128,344
2016	107,347	16,300	123,647
2017	111,377	10,932	122,309
2018-2019	145,576	6,844	152,420
	$825,891	$120,479	$946,370

The District's capital leases are secured by the underlying property and equipment financed. The capital lease agreements contain purchase options.

NOTE 7: RELATED PARTIES

The District executed a contract with Ce-BAR in 2011, effective January 1, 2011 through September 30, 2015. The District agreed to fund the operations of Ce-BAR quarterly, as funds are available, based on a budget for Ce-BAR that is approved by the District. In exchange for the funding provided by the District, Ce-BAR agreed to provide emergency services including fire fighting and first responder assistance to the geographic area served by the District. The District funded Ce-BAR $1,075,000 for services provided during the year ended September 30, 2012.

NOTE 8: RISK MANAGEMENT

The District is exposed to various risks of loss related to torts, theft and destruction of assets, errors and omissions, natural disasters, etc. The District maintains commercial insurance coverage for these types of risks.

NOTE 9: ADJUSTMENTS TO CONVERT FUND STATEMENTS TO GOVERNMENT-WIDE

Ending fund balance - governmental fund	$343,542
Increase net assets for capital assets not reported in the governmental funds	1,246,651
Taxes receivables deferred in the fund financial statements and not in the government-wide financial statements	20,040
Capital lease liabilities not reported in the fund financial statements	(825,891)
Net assets - governmental activities	$784,342

Net change in fund balance - governmental fund	($29,616)
Revenue recognized in the government-wide financial statements not reported in the fund financial statements	405
Depreciation expense not recognized in the fund financial statements	(132,863)
Long-term debt principal payments recognized as expenditures in the fund financial statements	183,435
Change in net assets - governmental activities	$21,361

NOTE 10: BUDGET VARIANCES

The District adopts an annual budget for the General Fund and amends the budget as needed during the year. The budget was not amended for the year ended September 30, 2012. Certain revenue and expenses were different than budgeted, primarily additional contract funding of $35,000 in excess of initial budget, which resulted in a slightly lower than budgeted fund balance.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #10

BUDGETARY COMPARISON - GENERAL FUND

YEAR ENDED SEPTEMBER 30, 2012

	Original and Final Budget	Actual	Variance
REVENUES			
Property taxes	$1,284,800	$1,290,175	$5,375
Interest and other	2,000	10,686	8,686
	1,286,800	1,300,861	14,061
EXPENDITURES			
Contract funding - Ce-BAR	1,040,000	1,075,000	(35,000)
Debt service	224,845	224,845	0
Other expenses	19,500	30,632	(11,132)
	1,284,345	1,330,477	(46,132)
REVENUES OVER EXPENDITURES	2,455	(29,616)	(32,071)
BEGINNING FUND BALANCE	373,158	373,158	0
ENDING FUND BALANCE	$375,613	$343,542	($32,071)

See independent auditor's report.

Created 11-07-13 @ 4:45 pm

Travis County Commissioners Court Agenda Request
Northwest Travis County Road District No. 3

Meeting Date: November 12, 2013
Prepared By/Phone Number: Robert Resnick, Commissioners Court Specialist, 512-854-4722
Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, Travis County Clerk
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: Approve the Northwest Travis County Road District No. 3 (Golden Triangle) Minutes for the Voting Sessions of October 15 and 22, 2013.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

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

Minutes for the Northwest Travis County Road District No. 3 (Golden Triangle) Tuesday, October 15, 2013 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 ● www.co.travis.tx.us ● PO Box 149325, Austin, TX 78714-9325

Meeting called to order on October 15, 2013, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Absent
Bruce Todd	Precinct 2, Commissioner	Present
Gerald Daugherty	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

1. Approve payment of claims and authorize County Treasurer to invest Road District funds.

   RESULT: **NOT NEEDED**

2. Approve the Northwest Travis County Road District No. 3 (Golden Triangle) Minutes for the Voting Sessions of September 3 and 24, 2013.

   MOTION: Approve Item 2.
   RESULT: **APPROVED [UNANIMOUS]**
   MOVER: Gerald Daugherty, Commissioner
   SECONDER: Margaret J. Gómez, Commissioner
   AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
   ABSENT: Ron Davis

Minutes approved by the Commissioners Court

_____
Date of Approval

_____
Samuel T. Biscoe, Travis County Judge

Minutes for the Northwest Travis County Road District No. 3 (Golden Triangle) Tuesday, October 22, 2013 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 ● www.co.travis.tx.us ● PO Box 149325, Austin, TX 78714-9325

Meeting called to order on October 22, 2013, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Absent
Bruce Todd	Precinct 2, Commissioner	Present
Gerald Daugherty	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

1. Approve payment of claims and authorize County Treasurer to invest Road District funds.

MOTION: Approve the claims in Item 1.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Gerald Daugherty, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSENT: Ron Davis

Minutes approved by the Commissioners Court

_____
Date of Approval

_____
Samuel T. Biscoe, Travis County Judge