



# Travis County Commissioners Court Agenda Request

**Meeting Date:** December 17, 2013

**Prepared By:** Paul Scoggins, Engineering 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 Daugherty, Precinct Three

**AGENDA LANGUAGE:** Consider and take appropriate action on a request to use an Alternative Fiscal Agreement for West Cypress Hills, Phase Two, Section Three – Precinct Three.

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

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

## **STAFF RECOMMENDATIONS:**

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

## **ISSUES AND OPPORTUNITIES:**

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

### **Plat Status:**

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

### **Restoration/Erosion Control Fiscal:**

The fiscal for the subdivision restoration and improvements has been posted with Travis County using a letter of credit in the amount of \$108,060.91.

**Access to Publicly Maintained Road:**

West Cypress Hills, Phase 2, Section 3, takes access from West Cypress Hills Phase 2, Section 2, a subdivision currently under construction.

**Wastewater Service:**

Wastewater service for this subdivision will be provided by the Cypress Ranch Water Control and Improvement District No. 1.

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

All comments by Travis County staff have been addressed and the reviewer is prepared to sign the cover sheets of the plans and issue permit #13-1480. The estimated cost of the improvements is \$923,612.00. This amount includes all costs related to the construction of all streets and drainage facilities (including temporary erosion controls and all structures contributing to the total detention).

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

**FISCAL IMPACT AND SOURCE OF FUNDING:**

N/A

**ATTACHMENTS/EXHIBITS:**

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

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	512-854-4239
Steve Manilla	County Executive	TNR	512-854-9429
Anna Bowlin	Division Director of Development Services and Long Range Planning	TNR	512-854-7561

**CC:**

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

**SM:AB:ps**

**1101 - Development Services Long Range Planning - West Cypress Hills, Section Two,  
Phase Three**

§ EXHIBIT 82.401 (D)

ALTERNATIVE FISCAL POLICY REQUEST AND ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

TO THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS:

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

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

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

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

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

Alternative Fiscal

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

Executed this 3 day of December, 2013.

OWNER: Cypress Ranch, Ltd

Address: 3600 N. Capital of TX B-320

By: [Signature]

Austin, TX 78746

Name: Alan Topfer

Phone: (512) 329-6600

Title: President, Cypress Ranch Development, Inc  
Authorized Representative

Fax: (512) 329-6462

As general partner

ACKNOWLEDGEMENT

STATE OF TEXAS §

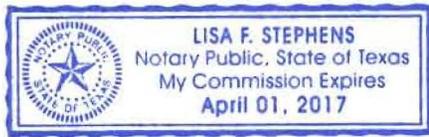
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 3 day of December, 2013, by Alan Topfer in the capacity stated herein.

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

Lisa Stephens  
Printed or typed name of notary

My Commission Expires: 4/1/2017



TRAVIS COUNTY, TEXAS:

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

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

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

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

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

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

WEST CYPRESS HILL  
PHASE TWO, SECTION THREE

**PROPERTY DESCRIPTION  
32.26 ACRES**

**BEING 32.26 ACRES OF LAND IN THE H. REIMERS SURVEY NO. 68, ABSTRACT 2500, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THE REMAINDER OF A CALLED 343.80 ACRE TRACT DESCRIBED AS "EXHIBIT A" IN A DEED TO CYPRESS RANCH, LTD AND RECORDED IN DOCUMENT NO. 2002048694 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS SAID 32.26 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM CENTRAL ZONE NAD83.**

**BEGINNING** at an iron rod with plastic cap stamped ""AST" at the westerly corner of Lot 52, Block B, West Cypress Hills Phase 2, Section 2 a subdivision of record in Document No. 201300124 of the Official Public Records of Travis County, Texas;

**THENCE**, leaving said westerly corner and crossing the remainder of said called 343.80 acre tract the following six (6) courses and distances:

1. N35°47'42"W, 180.00 feet to an iron rod with cap stamped "AST";
2. N35°03'05"W, 70.60 feet to an iron rod with cap stamped "AST";
3. N30°22'06"W, 70.00 feet to an iron rod with cap stamped "AST";
4. N25°07'26"W, 70.00 feet to an iron rod with cap stamped "AST";
5. N20°21'41"W, 70.00 feet to an iron rod with cap stamped "AST";
6. N19°30'18"W, 258.59 feet to an iron rod with cap stamped "AST" on the northwesterly line of said remainder tract, same being the southeasterly line of a called 1159.665 acre tract, Tract 1 described in a deed to Travis County in Document No. 2005222378 of said Official Public Records;

**THENCE**, with the northwesterly line of the remainder of said 343.80 acre tract and the southeasterly line of said called 1159.665 acre tract, N32°08'53"E, 1114.35 feet to an iron rod with cap stamped "AST" at the most westerly corner of a called 12.00 acre tract of land described in a deed to Cypress Ranch Water Control and Improvement District No. 1 of record in Document No. 2010193418 of said Official Public Records;

**THENCE**, leaving said northwesterly and southeasterly line and with the southwesterly line of said called 12.00 acre tract the following eleven (11) courses and distances;

1. S28°32'01"E, 181.99 feet to an iron rod with cap stamped "AST";
2. S42°07'17"E, 287.49 feet to an iron rod with cap stamped "AST";
3. S46°28'49"E, 256.72 feet to an iron rod with cap stamped "AST";
4. S77°41'54"E, 370.11 feet to an iron rod with cap stamped "AST";
5. S32°11'00"E, 422.10 feet to an iron rod with cap stamped "AST";
6. S0°55'30"W, 119.29 feet to an iron rod with cap stamped "AST";
7. S45°13'59"E, 113.33 feet to an iron rod with cap stamped "AST";

WEST CYPRESS HILL  
PHASE TWO, SECTION THREE

8. S37°57'06"E, 51.99 feet to an iron rod with cap stamped "AST";
9. S16°41'51"E, 50.84 feet to an iron rod with cap stamped "AST";
10. S48°43'14"E, 188.81 feet to an iron rod with cap stamped "AST";
11. N70°35'05"E, 96.32 feet to an iron rod with cap stamped "Newsome" on the northerly right of way line of Cypress Ranch Boulevard (100 foot wide right of way);

**THENCE**, with said right of way line the following three (3) courses and distances:

1. S41°54'26"W, 365.14 feet to an iron rod with cap stamped "AST" at the beginning of a curve to the left;
2. With the arc of said curve to the left 76.00 feet having a radius of 663.37 feet, a central angle of 06°33'51" and a chord bearing and distance of S38°07'41"W, 75.96 feet to a point of reverse curvature and;
3. With the arc of said curve to the right 23.56 feet having a radius of 15.00 feet, a central angle of 90°00'00" and a chord bearing and distance of S81°08'51"W, 21.21 feet to a point of tangency on the northeasterly right of way line of Sabino Drive (50 foot wide right of way);

**THENCE** with said northeasterly right of way line, N53°51'09"W, 15.00 feet to an iron rod with cap stamped "AST" at the southerly corner of Lot 63, Block A of said West Cypress Hills, Phase Two, Section Two;

**THENCE**, leaving said northeasterly right of way line and with the southeasterly line of said Lot 63, N36°08'51"E, 150.00 feet to an iron rod with cap stamped "AST" at the easterly corner of said Lot 63;

**THENCE**, with the northeasterly lines of said Lots 63, 62 and 61 of Block A the following three (3) courses and distances:

1. N53°51'09"W, 70.00 feet to an iron rod with cap stamped "AST";
2. N49°41'20"W, 70.20 feet to an iron rod with cap stamped "AST";
3. N45°10'34"W, 70.00 feet to an iron rod with cap stamped "AST" at the northerly corner of said Lot 61;

**THENCE**, with the northwesterly line of said Lot 61, S44°49'26"W, 150.00 feet to an iron rod with cap stamped "AST" on the northeasterly right of way line of said Sabino Drive;

**THENCE**, with said northeasterly right of way line, N45°10'34"W, 74.04 feet to an iron rod with cap stamped "AST" at the southerly corner of Lot 60, Block A of said subdivision;

**THENCE**, leaving said northeasterly right of way line, with the southeasterly line of said Lot 60, N44°49'26"E, 150.00 feet to an iron rod with cap stamped "AST" at the easterly corner of said Lot 60;

**THENCE**, with the northerly line of said Block A of said subdivision, the following ten (10) courses and distances:

1. N45°10'34"W, 140.00 feet to an iron rod with cap stamped "AST";

WEST CYPRESS HILL  
PHASE TWO, SECTION THREE

2. N47°09'34"W, 86.82 feet to an iron rod with cap stamped "AST";
3. N57°30'51"W, 97.48 feet to an iron rod with cap stamped "AST";
4. N69°08'00"W, 94.84 feet to an iron rod with cap stamped "AST";
5. N80°35'33"W, 94.84 feet to an iron rod with cap stamped "AST";
6. S87°56'54"W, 94.84 feet to an iron rod with cap stamped "AST";
7. S72°30'33"W, 94.41 feet to an iron rod with cap stamped "AST";
8. S57°05'37"W, 93.13 feet to an iron rod with cap stamped "AST";
9. S55°09'04"W, 79.34 feet to an iron rod with cap stamped "AST";
10. S54°12'18"W, at 69.98 feet passing an iron rod with cap stamped "AST" at the easterly right of way line of Chipotle Pass and at 119.98 feet passing an iron rod with cap stamped "AST" on the westerly right of way line of said Chipotle Pass and continuing for a total of 380.00 feet to an iron rod with cap stamped "AST" at the westerly corner of Lot 14, Block A, same being on the easterly right of way line of Verbena Parkway (70 foot wide right of way);

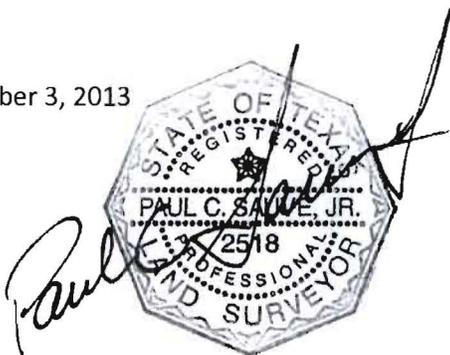
**THENCE**, with said easterly right of way line, N35°47'42"W, 13.40 feet to an iron rod with cap stamped "AST";

**THENCE**, leaving said easterly right of way line, S54°12'18"W, at 70.00 feet passing the westerly right of way line of said Verbena Parkway and continuing for a total distance of 200.00 feet the **POINT OF BEGINNING** and containing 32.26 acres more or less.

#### SURVEYOR'S STATEMENT

I hereby state that the included field note description was prepared from an actual survey made on the ground under my supervision and is true and correct, to the best of knowledge and belief.

December 3, 2013



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

Date: December 3, 2013

Owner's Name and Address: Cypress Ranch Ltd  
3600 N Capital of Texas Hwy, Building B, Suite 320  
Austin, TX 78746

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

West Cypress Hills Phase 2, Section 3

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

Executed and affective as of the date set forth below.

Owner: Cypress Ranch, Ltd

By: [Signature]

Name: Alan Topfer

Title: President, Cypress Ranch Development, Inc  
Authorized Representative its general partner

**ACKNOWLEDGEMENT**

STATE OF TEXAS  
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 3 day of December, 2013 by Alan Topfer of Travis County, Texas known to me personally or on the basis of an approved form of identification, in the capacity stated.

Notary Public, State of Texas

[Signature]

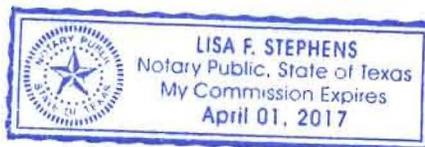
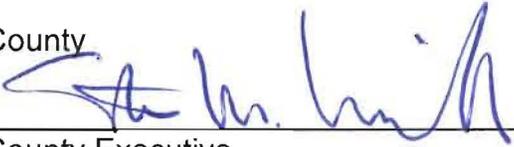


EXHIBIT 82.201(C)  
EXTENSION OF SIXTY DAY PERIOD – PAGE 2 OF 2

Travis County

By:



County Executive

Travis County Transportation and Natural Resources Department

ACKNOWLEDGEMENT

STATE OF TEXAS  
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 12<sup>th</sup> day of December, 2013 by Steven M Manilla, P.E., County Executive of Travis County, Texas known to me personally or on the basis of an approved form of identification, in the capacity stated.

Notary Public, State of Texas

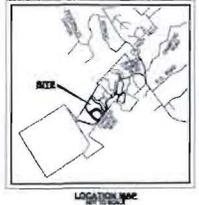


Carolyn R. Draper  
(Printed Name of Notary)

My Commission Expires:



## CONSUMER PROTECTION NOTICE FOR HOMEBUYERS



IF YOU ARE BUYING A LOT IN THIS SUBDIVISION, YOU SHOULD DETERMINE WHETHER THE SUBDIVISION AND THE LAND AROUND IT ARE INSIDE OR OUTSIDE THE CITY LIMITS.

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

THE SUBDIVISION'S RESTRICTIVE COVENANTS MAY CREATE PRIVATELY ENFORCEABLE RESTRICTIONS AGAINST INCOMPATIBLE LAND USES WITHIN THE SUBDIVISION, WHETHER IT IS INSIDE OR OUTSIDE THE CITY LIMITS.

DEPENDING ON STATE LAW AND OTHER FACTORS, HOWEVER, OUTSIDE THE CITY LIMITS NEITHER PRIVATE NOR GOVERNMENTAL RESTRICTIONS MAY BE AVAILABLE TO (1) RESTRICT EITHER THE NATURE OR EXTENT OF DEVELOPMENT NEAR THE SUBDIVISION, OR (2) PROHIBIT LAND USES NEAR THE SUBDIVISION THAT ARE INCOMPATIBLE WITH A RESIDENTIAL NEIGHBORHOOD.

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

THAT CYPRESS RANCH, LTD., A TEXAS LIMITED PARTNERSHIP, ACTING THROUGH CYPRESS RANCH DEVELOPMENT, INC., ITS GENERAL PARTNER, WHOSE PRESIDENT IS ALAN TOPFER, BEING THE OWNER OF A 32.26 ACRE TRACT OF LAND, LOCATED IN THE HENRY REMERS SURVEY NO. 68, A-2500 TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 343.80 ACRE TRACT OF LAND, DESCRIBED IN THE WARRANTY DEED TO CYPRESS RANCH, LTD., AS RECORDED IN DOCUMENT NO. 2002048664, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; DO HEREBY SUBDIVIDE SAID 32.26 ACRES OF LAND, PURSUANT TO CHAPTER 232 OF THE TEXAS LOCAL GOVERNMENT CODE, AND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAN, TO BE KNOWN AS:

**"WEST CYPRESS HILLS PHASE TWO, SECTION THREE"**

SUBJECT TO THE COVENANTS AND RESTRICTIONS SHOWN HEREON, AND WE DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, UNLESS OTHERWISE INDICATED, SUBJECT TO ANY RESTRICTIONS AND EASEMENTS GRANTED AND NOT RELEASED.

IN WITNESS WHEREOF, CYPRESS RANCH, LTD., HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D.

CYPRESS RANCH, LTD., A TEXAS LIMITED PARTNERSHIP BY: CYPRESS RANCH DEVELOPMENT, INC., ITS GENERAL PARTNER

BY: ALAN TOPFER, PRESIDENT  
3600 N. CAPITAL OF TEXAS HWY  
BLDG. B, SUITE 320  
AUSTIN, TEXAS 78746

THE STATE OF TEXAS :  
COUNTY OF TRAVIS :

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D., BY ALAN TOPFER, PRESIDENT OF CYPRESS RANCH DEVELOPMENT, INC., GENERAL PARTNER OF CYPRESS RANCH, LTD., A TEXAS LIMITED PARTNERSHIP, ON BEHALF OF SAID COMPANY AND SAID PARTNERSHIP.

WITNESS MY HAND AND SEAL OF OFFICE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D.

NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS

**ENGINEERING BY:**

I, HENRY B. SMITH, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAN IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND COMPLIES WITH THE ENGINEERING RELATED PORTIONS OF THE TRAVIS COUNTY DEVELOPMENT REGULATIONS, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP PANEL #48453033804, TRAVIS COUNTY, TEXAS DATED SEPTEMBER 26, 2008, COMMUNITY #481028.

HENRY B. SMITH, P.E. # 65051  
TEXAS ENGINEERING SOLUTIONS  
5000 BEE CAVES ROAD, SUITE 208  
AUSTIN, TEXAS 78746

**SURVEYED BY:**

I, PAUL C. SALVE, JR., THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAN IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

PAUL C. SALVE, JR. RPLS # 2518  
AUSTIN SPATIAL TECHNOLOGIES, LLC  
11209 CHERISSE DRIVE  
AUSTIN, TX 78758

**BENCHMARKS**

BM-3A-1 ELEV. = 1014.20'  
"BOX" CUT IN TOP OF CURB AT THE NORTHWEST CORNER OF THE INTERSECTION OF CYPRESS RANCH BLVD AND TEXAS BLUEBELL DR. AT THE EAST CORNER OF LOT 1, BLOCK 1, PHASE ONE, SECTION ONE.

BM NO. 21 ELEV. = 1046.28' NAVD83  
MAG NAIL SET IN THE EDGE OF ASPHALT PAVEMENT AT THE NORTH END OF THE MEDIAN NOSE IN THE CENTER OF CYPRESS RANCH BOULEVARD, 38.66 FEET SOUTHWESTERLY AND AT RIGHT ANGLES TO THE CENTERLINE OF VERBERNA PARKWAY AT CENTERLINE STATION 1+11.5 AND 531'00.07", 73.58 FEET FROM THE NORTHEAST CORNER OF LOT 1, BLOCK 9, WEST CYPRESS HILLS, PHASE 2, SECTION 2.

IN APPROVING THIS PLAN, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAN OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH, THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAN, 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 PLAN 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 PLAN BY THE COMMISSIONERS COURT FOR FILING OR THE SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS, OF ROADS AND STREETS IN THE SUBDIVISION DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET NAME SIGNS OR ERECT TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMIT, STOP SIGNS, AND YIELD SIGNS, WHICH IS CONSIDERED TO BE A PART OF THE DEVELOPER'S CONSTRUCTION.

STATE OF TEXAS :  
COUNTY OF TRAVIS :

I, DANA DEBEAUVOR, 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 PLAN 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 DEBEAUVOR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

DEPUTY

STATE OF TEXAS :  
COUNTY OF TRAVIS :

I, DANA DEBEAUVOR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D. AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., DULY RECORDED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D. AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NO. \_\_\_\_\_ OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

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

DANA DEBEAUVOR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

DEPUTY

THIS SUBDIVISION IS NOT LOCATED WITHIN THE CITY OF AUSTIN'S EXTRA-TERRITORIAL JURISDICTION (ETJ), THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

GREG GUERNEY, DIRECTOR  
PLANNING AND DEVELOPMENT REVIEW DEPARTMENT

THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF CYPRESS RANCH WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1. WATER AND WASTEWATER SERVICE SHALL BE PROVIDED BY CYPRESS RANCH WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1.

HENRY B. SMITH, P.E. DATE

ENGINEER FOR CYPRESS RANCH WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1.

**LINEAR FOOTAGE OF STREETS R-O-W WIDTH**

VERBERNA PARKWAY - 736 L.F.	70 FT
CHIPOTLE PASS - 747 L.F.	50 FT
CASSIDIA DRIVE - 334 L.F.	50 FT
<b>TOTAL = 1817 L.F.</b>	

TOTAL ACRES  
32.26 ACRES

TOTAL NUMBER OF LOTS  
61 LOTS

SINGLE FAMILY - 59

UTILITY/AMENITY - 2  
& DRAINAGE

TOTAL NUMBER OF BLOCKS  
2 BLOCKS

**NOTES:**

- NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES SHALL BE ALLOWED IN A DRAINAGE EASEMENT EXCEPT AS APPROVED BY TRAVIS COUNTY.
- PROPERTY OWNER OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY CYPRESS RANCH W.C.I.D. NO. 1 AND TRAVIS COUNTY FOR INSPECTION OR MAINTENANCE OF SAID EASEMENTS.
- ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER OR HIS/HER ASSIGNS.
- SIDEWALKS SHALL BE BUILT TO TRAVIS COUNTY STANDARDS AND ARE REQUIRED ALONG THE FOLLOWING STREETS:  
VERBERNA PARKWAY CHIPOTLE PASS  
FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY.
- UTILITY/AMENITY & DRAINAGE LOTS WILL BE OWNED AND MAINTAINED BY CYPRESS RANCH W.C.I.D. NO. 1 OR THEIR ASSIGNS.
- A 10' PUBLIC UTILITY EASEMENT IS DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAYS.
- ALL PROPERTY OF THE HEREIN DESCRIBED SUBDIVISION IS SUBJECT TO THE LOWER COLORADO RIVER AUTHORITY'S NONPOINT SOURCE (NPS) POLLUTION CONTROL ORDINANCE. ANY DEVELOPMENT OTHER THAN SINGLE FAMILY RESIDENTIAL MAY REQUIRE AN NPS DEVELOPMENT PERMIT FROM THE LOWER COLORADO RIVER AUTHORITY.
- A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
- FOR THE RESTRICTIVE COVENANTS PERTAINING TO THIS SUBDIVISION SEE SEPARATE INSTRUMENT RECORDED AS DOC. NO. \_\_\_\_\_ OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
- DRIVEWAYS SHALL BE LOCATED NO CLOSER THAN 50 FEET TO THE CORNER OF THE RIGHT OF WAY INTERSECTION. MULTIPLE DRIVEWAYS FOR INDIVIDUAL LOTS SHOULD BE SPACED NO CLOSER THAN 100 FEET CENTERLINE TO CENTERLINE ON SHOULDER SECTIONS. ROADWAYS, DRIVEWAYS OR ADJACENT LOTS SHALL BE SPACED CLOSER THAN 100 FEET CENTERLINE TO CENTERLINE ON SHOULDER SECTION ROADWAYS.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A MUNICIPAL WATER DISTRIBUTION SYSTEM.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
- OCCUPANCY OF ANY LOT IS PROHIBITED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY FOR THE PLANNED DEVELOPMENT.
- WATER AND WASTEWATER SERVICE SHALL BE PROVIDED BY CYPRESS RANCH WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1.
- ALL STREETS SHOWN HEREON WILL BE DEDICATED PUBLIC RIGHT OF WAYS.
- THE NOTICE TO HOMEBUYERS IN WEST CYPRESS CREEK IS RECORDED IN DOCUMENT NO. 2012046793 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
- ALL PROPERTY HEREIN IS SUBJECT TO CONSERVATION LANDSCAPING REQUIREMENTS IN ACCORDANCE WITH THE DEVELOPMENT AREA DECLARATION FILED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DOCUMENT NO. \_\_\_\_\_.

**LOWER COLORADO RIVER AUTHORITY**

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

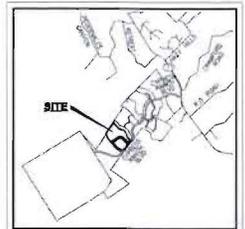
LOWER COLORADO RIVER AUTHORITY DATE

THE PERMANENT WATER QUALITY BEST MANAGEMENT PRACTICE (BMP) LOT IS FOR THE PURPOSE OF PROTECTING THE ENVIRONMENT BY IMPROVING THE QUALITY OF STORMWATER RUNOFF FROM DEVELOPED LANDS. NO STRUCTURE OF OTHER IMPROVEMENT MAY BE CONSTRUCTED OR MAINTAINED WITHIN A WATER QUALITY BMP LOT AREA UNLESS SPECIFICALLY AUTHORIZED AND APPROVED IN WRITING IN ADVANCE BY THE LOWER COLORADO RIVER AUTHORITY (LORA).

THE WATER QUALITY BMP EASEMENT MAY BE ENFORCED BY THE LOWER COLORADO RIVER AUTHORITY OR ANY OTHER GOVERNMENTAL ENTITY WITH THE AUTHORITY TO PROTECT THE ENVIRONMENT FOR THE BENEFIT OF THE PUBLIC, BY INJUNCTION OR OTHER ACTION IN A COURT OF APPROPRIATE JURISDICTION.

LOWER COLORADO RIVER AUTHORITY DATE

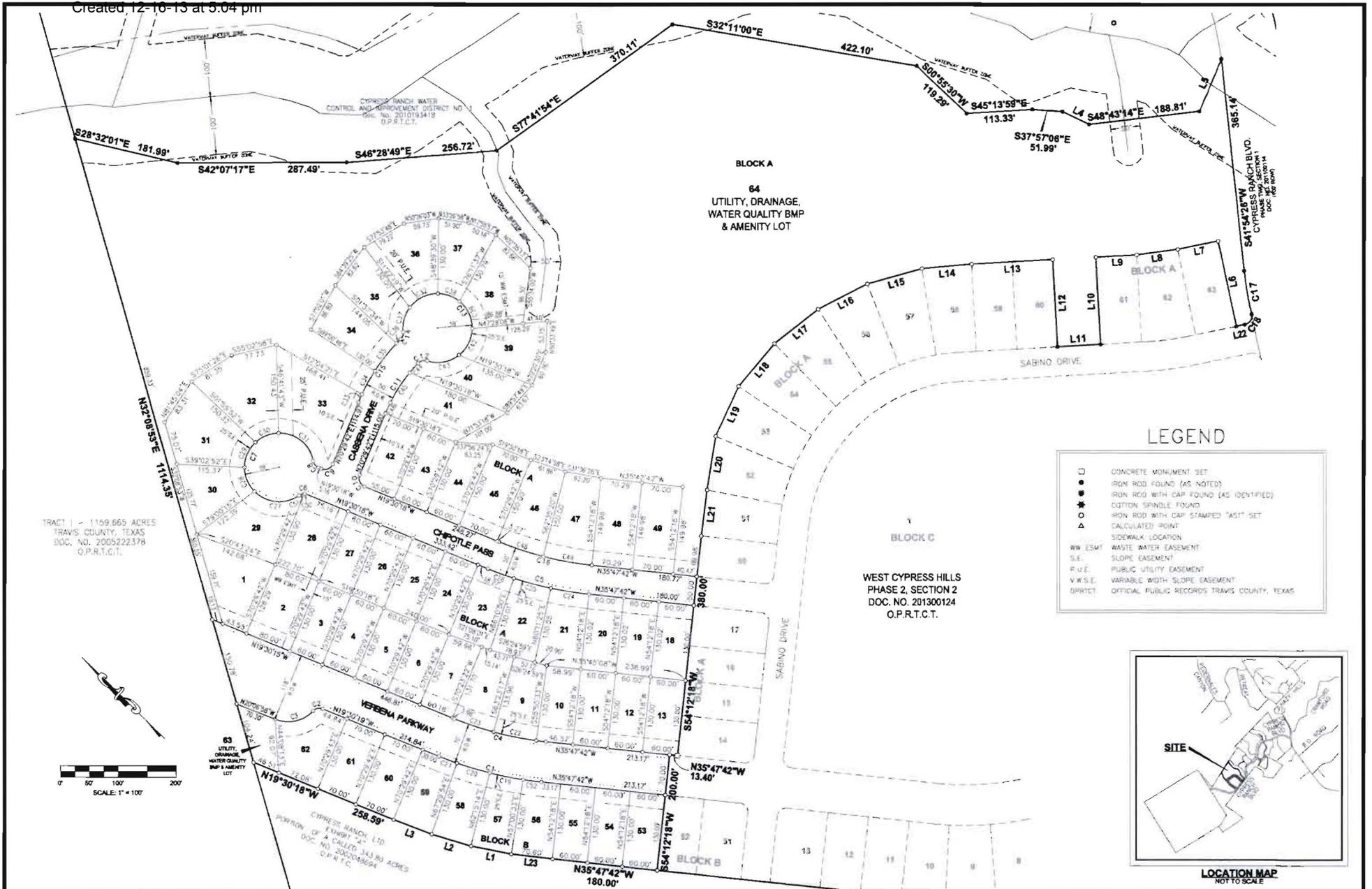
ALL PROPERTY HEREIN IS SUBJECT TO THE LOWER COLORADO RIVER AUTHORITY'S HIGHLAND LAKES WATERSHED ORDINANCE. WRITTEN NOTIFICATION AND/OR PERMITS ARE REQUIRED PRIOR TO COMMENCING ANY DEVELOPMENT ACTIVITIES. CONTACT LORA WATERSHED MANAGEMENT AT 1-800-776-5272, EXTENSION 2324 FOR MORE INFORMATION.



LOCATION MAP NOT TO SCALE

<p>TEXAS ENGINEERING SOLUTIONS</p>	<p>AUSTIN SPATIAL TECHNOLOGIES, LLC</p>	<b>TRAVIS COUNTY, TEXAS</b>	
		<p><b>SURVEY DATE:</b> APRIL, 2013</p> <p><b>SURVEYOR:</b> PAUL C. SALVE, RPLS# 2518</p> <p><b>TECHNICIAN:</b> PCS</p> <p><b>FIELDBOOK:</b> FIELDBOOK</p> <p><b>JOB NUMBER:</b> 1108</p> <p><b>DESCRIPTION:</b> N/A</p> <p><b>CLIENT:</b> CYPRESS RANCH, LTD.</p> <p><b>PLOT DATE:</b> OCT. 2013</p>	

**WEST CYPRESS HILLS  
PHASE TWO, SECTION THREE**



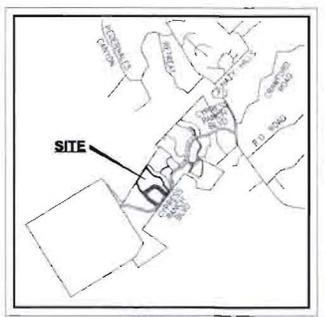
TRACT 1 - 1159.665 ACRES  
TRAVIS COUNTY, TEXAS  
DOC. NO. 2005222378  
O.P.R.T.C.T.

BLOCK A  
64  
UTILITY, DRAINAGE,  
WATER QUALITY BMP  
& AMENITY LOT

BLOCK C  
WEST CYPRESS HILLS  
PHASE 2, SECTION 2  
DOC. NO. 201300124  
O.P.R.T.C.T.

LEGEND

- CONCRETE MONUMENT SET
- IRON ROD FOUND (AS NOTED)
- IRON ROD WITH CAP FOUND (AS IDENTIFIED)
- COTTON SPINDLE FOUND
- IRON ROD WITH CAP STAMPED "AS1" SET
- CALCULATED POINT
- △ SIDEWALK LOCATION
- WW ESMT WASTE WATER EASEMENT
- S.E. SLOPE EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- V.W.S.E. VARIABLE WIDTH SLOPE EASEMENT
- D.P.R.T.C. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS



TEXAS ENGINEERING SOLUTIONS

AST ALUSTIN SPATIAL TECHNOLOGIES, LLC

TRAVIS COUNTY, TEXAS	
SURVEY DATE:	APRIL, 2013
SURVEYOR:	PAUL C. SALVE, RPLS# 2518
TECHNICIAN:	PCS
FIELDBOOK:	FIELDBOOK
JOB NUMBER:	1108
DESCRIPTION:	N/A
CLIENT:	CYPRESS RANCH, LTD.
PLOT DATE:	OCT. 2013

WEST CYPRESS HILLS  
PHASE TWO, SECTION THREE

ROW CURVE DATA

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	16°17'23"	180.54'	635.00'	S27°39'00"E	179.93'
C2	69°17'02"	18.14'	15.00'	N54°08'50"W	17.05'
C3	68°40'21"	70.12'	58.50'	S54°27'10"E	65.99'
C4	16°17'24"	160.64'	565.00'	S27°39'00"E	160.10'
C5	16°21'54"	178.53'	625.04'	S27°41'16"E	177.92'
C6	57°16'46"	15.00'	15.00'	N48°08'41"W	14.38'
C7	294°33'33"	303.32'	59.00'	S70°29'42"W	63.78'
C8	57°16'46"	15.00'	15.00'	S09°08'05"W	14.38'
C9	90°00'00"	23.56'	15.00'	S64°30'18"E	21.21'
C10	90°00'00"	23.56'	15.00'	S25°29'42"W	21.21'
C11	21°26'22"	102.90'	275.00'	S81°02'41"W	102.30'
C12	63°54'29"	16.73'	15.00'	N56°16'53"W	15.88'
C13	294°09'26"	302.91'	59.00'	N08°35'38"E	64.13'
C14	51°51'41"	13.58'	15.00'	N67°26'46"E	13.12'
C15	23°01'53"	130.64'	325.00'	S81°51'39"W	129.76'
C16	16°17'47"	163.54'	575.00'	S27°39'11"E	162.99'

BOUNDARY CURVE DATA

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C17	6°33'51"	76.00'	663.37'	S38°07'41"W	75.96'
C18	90°00'00"	23.56'	15.00'	N81°08'51"E	21.21'

BOUNDARY LINE DATA

NUM	BEARING	DISTANCE
L1	N30°22'06"W	70.00'
L2	S25°07'26"E	70.00'
L3	S20°21'41"E	70.00'
L4	S16°41'51"E	50.84'
L5	N70°35'05"E	96.32'
L6	N36°08'51"E	150.00'
L7	N53°51'09"W	70.00'
L8	N49°41'20"W	70.20'
L9	N45°10'34"W	70.00'
L10	S44°49'26"W	150.00'
L11	N45°10'34"W	74.04'
L12	N44°49'26"E	150.00'
L13	N45°10'34"W	140.00'
L14	N47°09'34"W	86.82'
L15	N57°30'51"W	97.48'
L16	N69°08'00"W	94.84'
L17	N80°35'33"W	94.84'
L18	S87°56'54"W	94.84'
L19	S72°30'33"W	94.41'
L20	S57°05'37"W	93.13'
L21	S55°09'04"W	79.34'
L22	N53°51'09"W	15.00'
L23	N35°03'05"W	70.60'

LOT CURVE DATA

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C19	5°14'40"	58.12'	635.00'	S30°22'06"E	58.10'
C20	5°14'40"	58.12'	635.00'	S25°07'26"E	58.10'
C21	4°37'00"	33.21'	412.21'	S21°00'12"E	33.20'
C22	7°32'44"	74.41'	565.00'	S30°23'05"E	74.35'
C23	7°06'25"	70.08'	565.00'	S23°03'30"E	70.04'
C24	6°03'34"	66.12'	625.20'	S32°50'23"E	66.09'
C25	5°59'25"	65.34'	625.00'	S26°48'52"E	65.31'
C26	4°18'52"	47.06'	625.00'	S21°39'44"E	47.05'
C27	80°20'30"	82.73'	59.00'	S36°36'49"E	76.12'
C28	44°30'50"	45.84'	59.00'	S25°48'51"W	44.69'
C29	47°00'28"	48.41'	59.00'	S71°34'30"W	47.06'
C30	41°52'00"	43.11'	59.00'	N63°59'16"W	42.16'
C31	80°49'44"	83.23'	59.00'	N02°38'24"W	76.50'
C32	54°00'31"	55.62'	59.00'	N68°20'46"W	53.58'
C33	2°38'24"	14.97'	325.00'	S71°39'54"W	14.97'
C34	8°00'08"	45.39'	325.00'	S76°59'10"W	45.35'
C35	10°38'19"	60.35'	325.00'	S86°18'24"W	60.26'
C36	1°45'02"	9.93'	325.00'	N87°29'55"W	9.93'
C37	43°08'03"	44.42'	59.00'	S63°04'57"W	43.38'
C38	38°48'33"	39.96'	59.00'	N21°56'14"W	39.20'
C39	51°27'11"	52.98'	59.00'	N23°11'37"E	51.22'
C40	31°02'03"	31.96'	59.00'	N25°49'29"W	31.57'
C41		NOT USED			
C42	50°52'21"	52.39'	59.00'	N74°21'23"E	50.68'
C43	55°52'48"	57.54'	59.00'	S52°16'03"E	55.29'
C44	4°32'06"	21.77'	275.00'	S89°29'50"W	21.76'
C45	12°44'04"	61.12'	275.00'	S80°51'45"W	61.00'
C46	4°10'15"	20.02'	274.96'	S72°24'37"W	20.01'
C47	1°44'43"	17.51'	575.00'	S20°22'39"E	17.51'
C48	7°54'22"	79.34'	575.00'	S23°27'29"E	79.28'
C49	8°23'24"	84.20'	575.00'	S31°36'22"E	84.13'
C50	18°50'19"	4.93'	15.00'	N28°55'27"W	4.91'
C51	38°26'28"	10.06'	15.00'	N57°33'50"W	9.88'
C52	2°48'15"	31.08'	635.00'	S34°23'34"E	31.07'

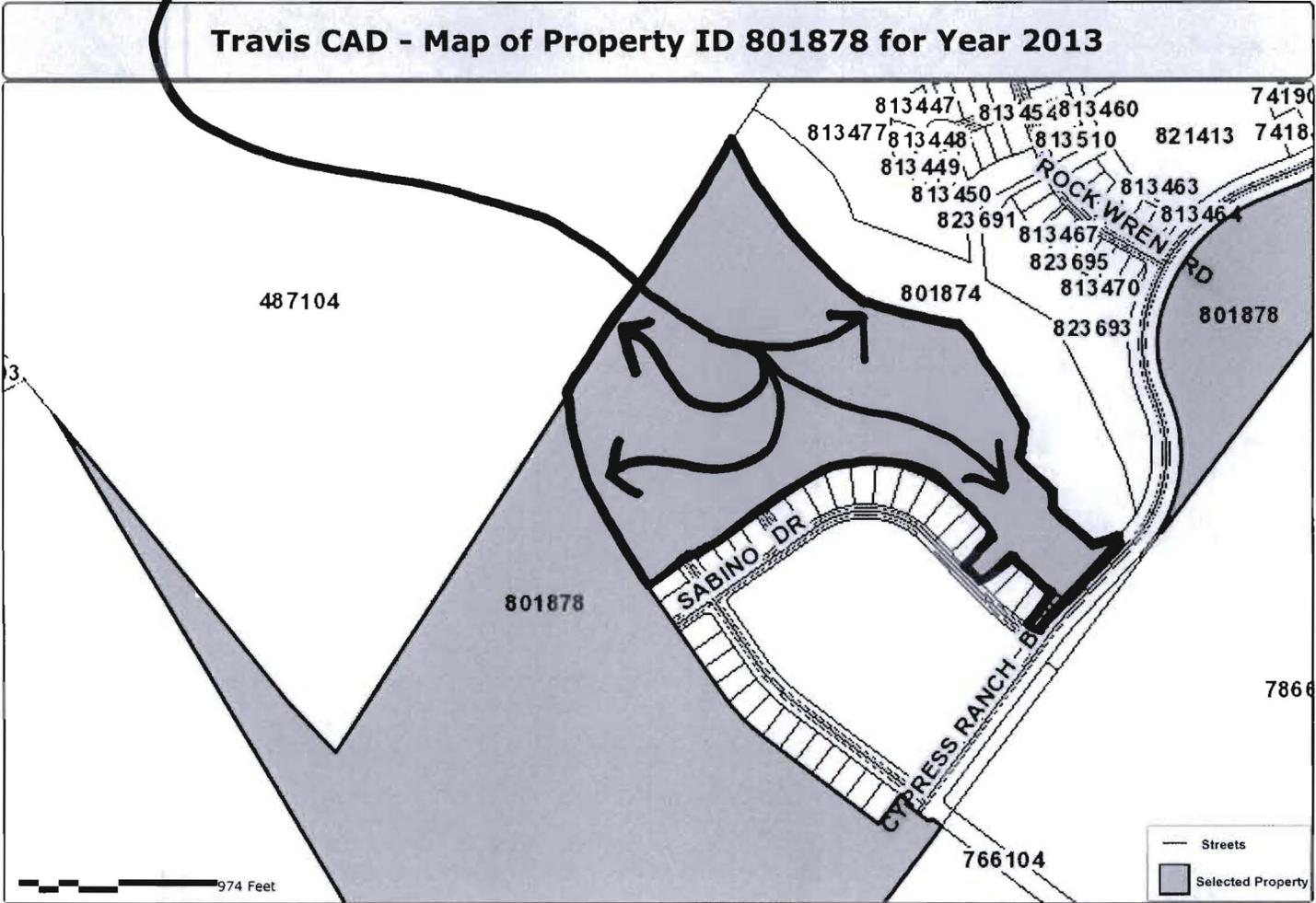
TRAVIS COUNTY, TEXAS

SURVEY DATE: APRIL, 2013  
 SURVEYOR: PAUL C. SALVE, RPLS# 2518  
 TECHNICIAN: PCS  
 FIELDBOOK: FIELDBOOK  
 JOB NUMBER: 1108  
 DESCRIPTION: N/A  
 CLIENT: CYPRESS RANCH, LTD.  
 PLOT DATE: OCT. 2013

WEST CYPRESS HILLS  
 PHASE TWO, SECTION THREE



# Site Location



## Property Details

**Account**  
 Property ID: 801878  
 Geo ID: 0534060154  
 Type: Real  
 Legal Description: ABS 2500 SUR 68 REIMERS H ABS 134 SUR 67 B S & F & VAR SUR ACR 177.9129 (1-D-1W)

**Location**  
 Situs Address: CYPRESS RANCH BLVD TX 78669  
 Neighborhood: Land Region 220  
 Mapsco: 517K  
 Jurisdictions: 0A, 03, 07, 1J, 2J, 52, 77

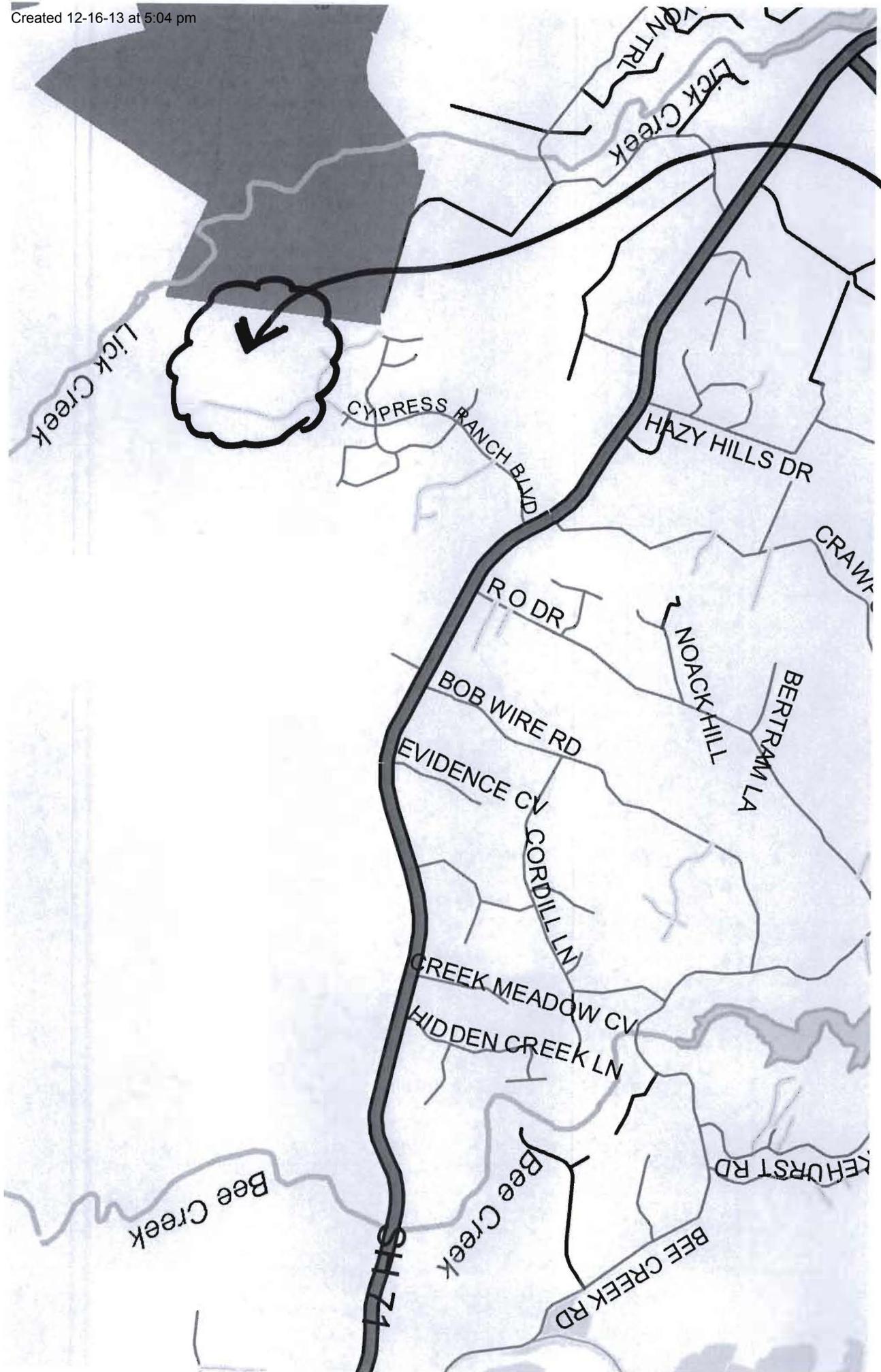
**Owner**  
 Owner Name: CYPRESS RANCH LTD  
 Mailing Address: STE B320, 3600 N CAPITAL OF TEXAS HWY, , AUSTIN, TX 78746-3314

**Property**  
 Appraised Value: \$9,963.00

<http://propaccess.traviscad.org/Map/View/Map/1/801878/2013>

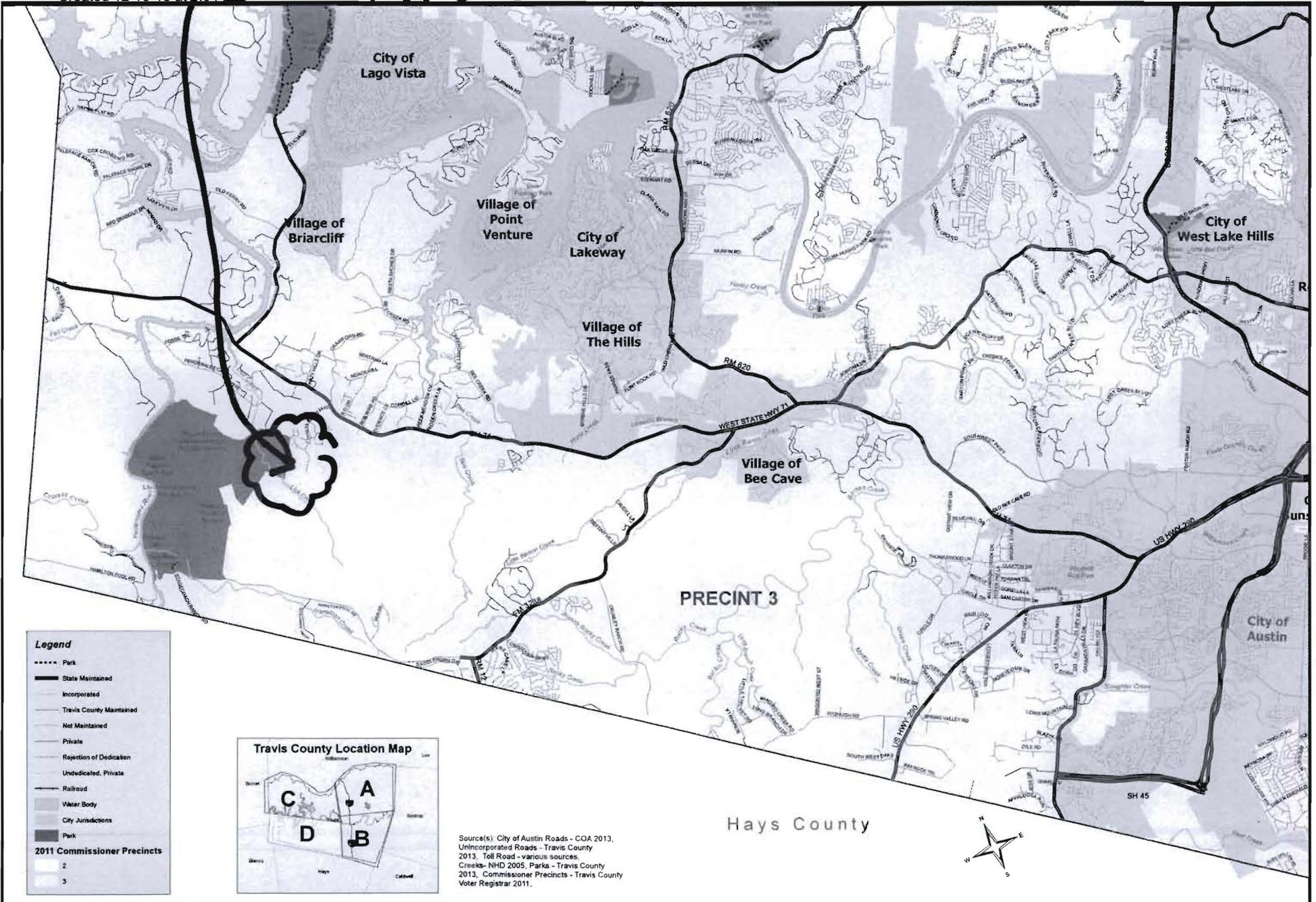


Map Disclaimer: This tax map was compiled solely for the use of TCAD. Areas depicted by these digital products are approximate, and are not necessarily accurate to mapping, surveying or engineering standards. Conclusions drawn from this information are the responsibility of the user. The TCAD makes no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



Site Area

# Site Area



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

## Travis County Roadways, Map D



# Travis County Commissioners Court Agenda Request

**Meeting Date:** December 20, 2013

**Prepared By:** John Ellis, P.E., Engineer **Phone #:** (512) 854-9805

**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 following requests in Precinct Three:

- A) An exemption from platting requirements for The Enclave at Estancia Condominium project – 385 single-family detached units;
- B) A Condominium Phasing Agreement between Lennar Homes of Texas Land and Construction, LTD. and Travis County; and
- C) A Cash Security Agreement with SLF III Onion Creek LP.

**BACKGROUND/SUMMARY OF REQUEST:**

A) The proposed condominium project includes the construction of 385 new residential units with parking, private drives, drainage facilities, and utility infrastructure to support the project within the approved Estancia Hill Country Preliminary Plan area. The development will be constructed on 2 platted lots in 5 phases and will take access from Estancia Parkway, which is currently under construction as part of the Estancia Hill Country Phase I Subdivision Improvement project.

Water and wastewater services will be provided by the City of Austin. Detention and water quality facilities are under construction with the Estancia Hill Country Phase I project. Construction inspection fees have been paid in the amount of \$6,637.50 for Phase I of the development.

B) The applicant, Lennar Homes of Texas Land and Construction, LTD. wishes to enter into a Condominium Phasing Agreement with Travis County, which outlines the orderly development of the property, including project phasing, construction inspection fees and permitting.

C) In compliance with the terms of the Estancia Hill Country Transportation Phasing Agreement, the applicant has posted fiscal surety in the amount of \$39,716.88 for the site's pro-rata share of cost of future improvements to Old San Antonio Road necessary to accommodate the Estancia Hill Country development. The standard

Cash Security Agreement is required since the developer has posted cash for these improvements.

**STAFF RECOMMENDATIONS:**

Since this condominium site plan application meets Travis County standards, TNR staff supports granting an exemption to platting and recommends approval of the Phasing Agreement and Cash Security Agreement for this condominium project.

**ISSUES AND OPPORTUNITIES:**

None.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

None.

**ATTACHMENTS/EXHIBITS:**

- Precinct Map
- Location Map
- Condominium Phasing Agreement
- Cash Security Agreement

**REQUIRED AUTHORIZATIONS:**

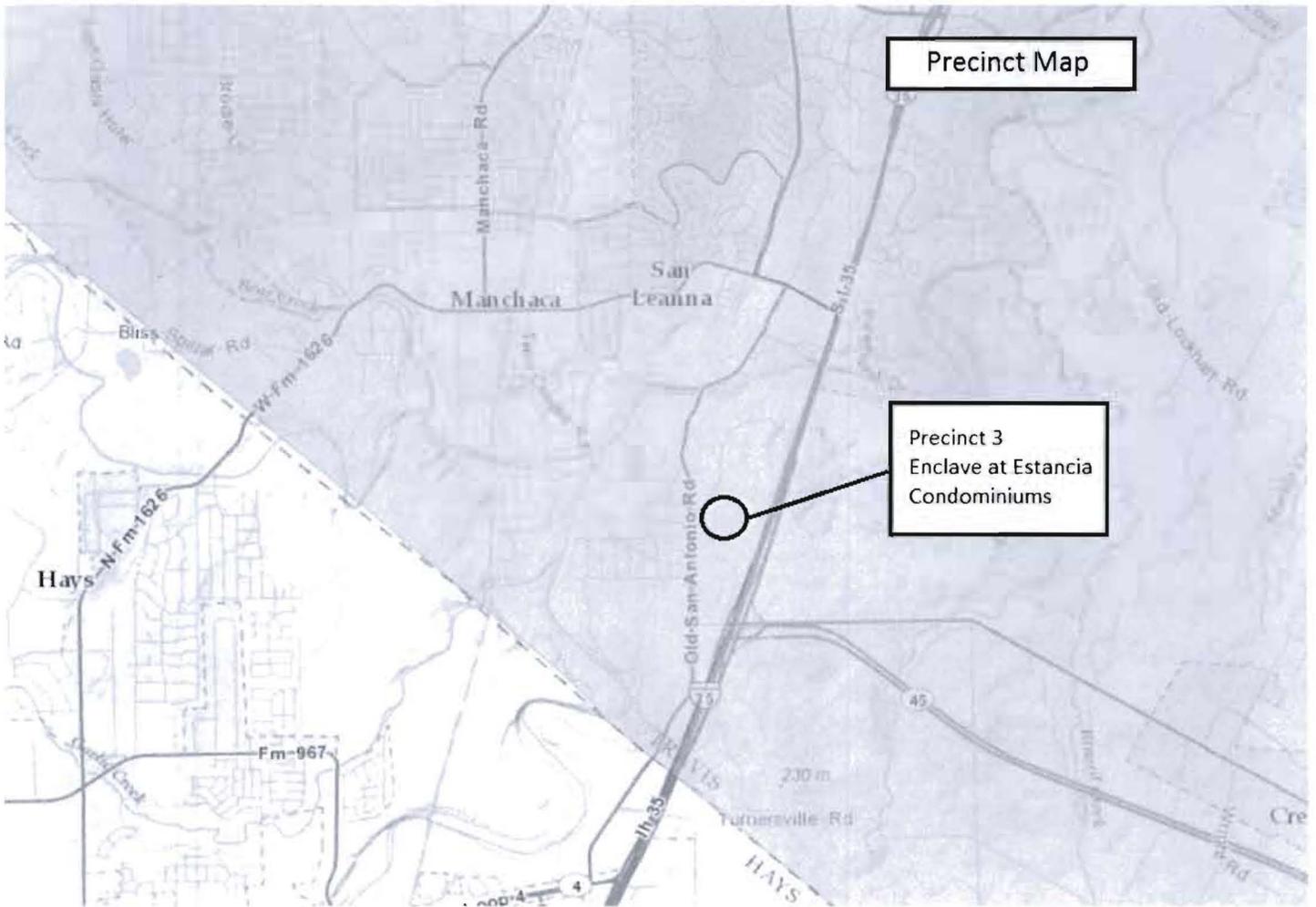
Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429

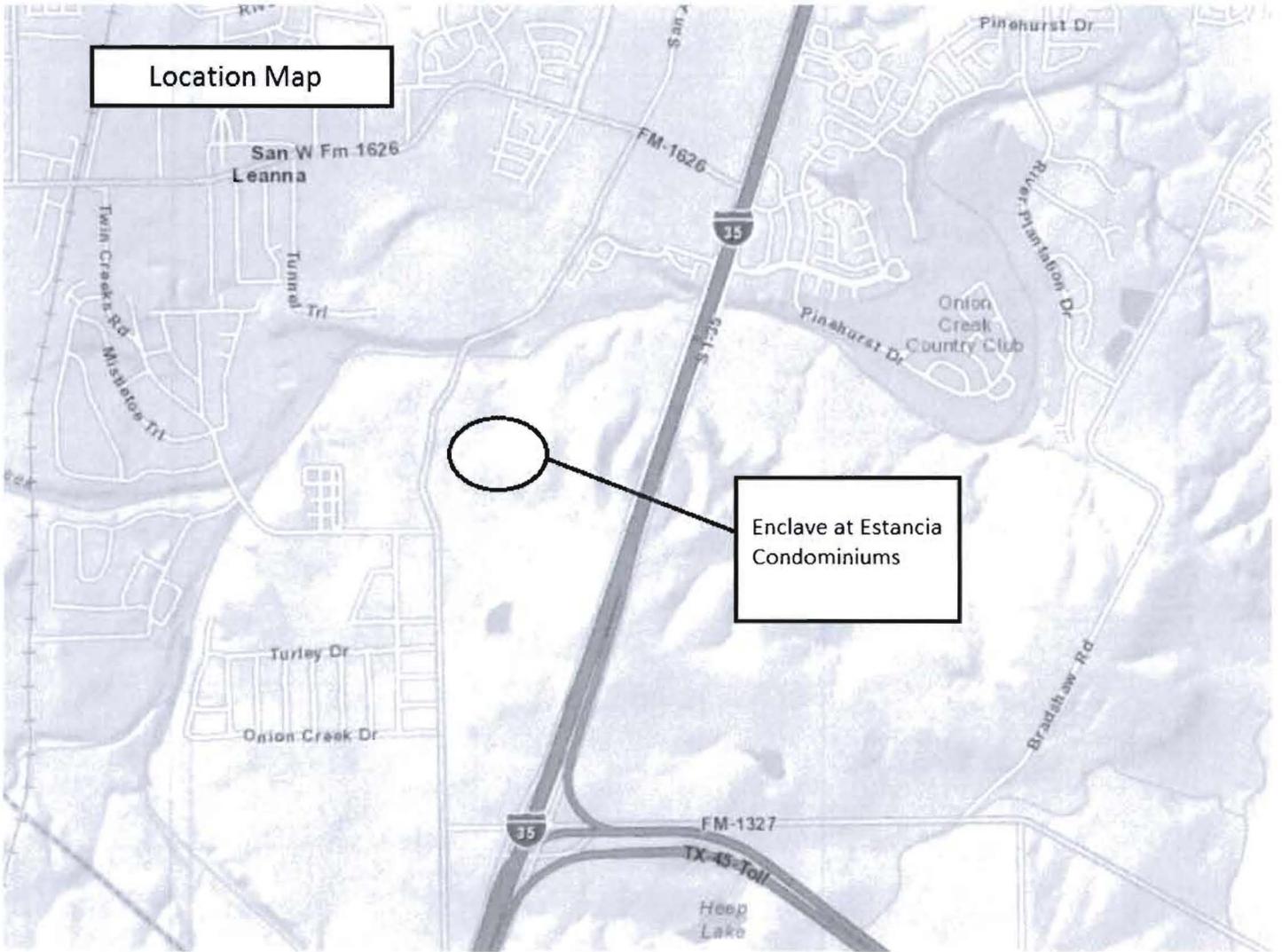
**CC:**

Paul Scoggins	Engineering Specialist	TNR	(512) 854-7619

**SM:AB:je**

**1101 - Development Services Long Range Planning - Enclave at Estancia Phase I**





**ENCLAVE AT ESTANCIA  
CONDOMINIUM PHASING AGREEMENT**  
Travis County, Texas

THIS CONDOMINIUM PHASING AGREEMENT is made and entered into by and between **LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.**, a Texas limited partnership, 12301 Research Blvd., Building 4, Suite 450, Austin, Texas 78759 (the "**Developer**"), and Travis County, Texas, P.O. Box 1748, Austin, Texas 78767 (the "**County**"), hereinafter collectively referred to as the "Parties", for the purposes and consideration stated.

A. The Developer is in the process of developing a condominium regime on approximately 68.939 acres of real property located in Austin 2 Mile ETJ, Travis County, Texas, more particularly described on Exhibit "A" (the "**Regime**") and desires to develop the Regime in phases.

B. The Developer and the County desire to provide for the orderly development of the Regime, including the completion of the private driveways (the "**Private Driveways**") and private drainage improvements (the "**Private Drainage Improvements**") described in the Site Development Permit Plans for Enclave at Estancia, Phase 1, SP-2013-0002D and Travis County File No. 13-2174 ("**Construction Plans**").

C. The Private driveway will be constructed in four (5) phases, as described in the Exhibit: Site Plan with Phasing and as depicted on Exhibit "B" as "**Phase I**", "**Phase II**", "**Phase III**", "**Phase IV**", and "**Phase V**". Each phase is sometimes referred to herein as a "**Phase**".

D. The Developer and the County desire to establish a process to coordinate the improvement of the Private Driveway with the phased development of the Property;

NOW, THEREFORE, in consideration of these premises and the promises contained herein, the Developer and the County agree as follows:

1. Subject to the terms in this Agreement, Travis County hereby grants the Developer an exemption from the requirement that the Developer prepare, obtain County approval for, and file in the official public records of the County a subdivision plat for the Regime.

2. Subject to the conditions contained in this paragraph and beginning with Phase I, the County will sequentially issue individual development permits to the Developer for construction of the Private Driveway located in and the Private Drainage Improvements serving each of the five Phases. Prior to the occupancy of any residential unit in the permitted Phase and prior to the Developer conveying any units in the next Phase in the sequence, Developer will be required to complete the Private Driveway located in and the Private Drainage Improvements serving such permitted Phase. For

example, in Phase I, Developer will be required to complete the portion of the Private Driveway located in Phase I and the Private Drainage Improvements serving Phase I before occupancy of any residential unit within Phase I and before conveying any units in Phase II. Completion will be evidenced by a letter of concurrence from a licensed professional engineer that the portion of the Private Driveway constructed within a phase has been completed in accordance with the Construction Plans. Upon delivery to and approval by the County of a letter of concurrence from a licensed professional engineer that the portion of the Private Driveway constructed within a phase has been completed in accordance with the Construction Plans, the County shall execute, acknowledge and deliver to the then current owner of the phase, an instrument in the form of Exhibit "C" for recordation in the Official Public Records of Travis County, Texas, releasing the phase from all of the terms, provisions and requirements of this Condominium Phasing Agreement.

3. If the Developer makes any revision to the Construction Plans modifying the Private Driveway or Private Drainage Improvements or the phasing plan reflected on such Construction Plans, and such revision is revised and approved, the County and the Developer will, to the extent required, either amend this Agreement or enter into an additional or supplemental agreement(s) to coordinate the phasing process and the future improvements of the Private Driveway.

4. Prior to the County's issuance of the development permit for Phase 1, the Developer shall pay inspection fees in the amount of \$1.25 per linear foot of street, in the total amount of \$6,637.50. Prior to the issuance of the development permits for future phases, the Developer shall pay inspection fees for additional street segments to be constructed in each phase.

5. Miscellaneous Provisions. All rights, privileges, and remedies afforded the Parties are cumulative and not exclusive and the exercise of any remedy will not be deemed a waiver of any other right, remedy, or privilege. The Parties agree that the granting of equitable remedies may, and probably will, be necessary in the event of a violation of the restriction. If any provision of this agreement is unenforceable, to the extent the unenforceability does not destroy the basis of the bargain between the Parties, this agreement will be construed as if the unenforceable provision had never been a part of this agreement.

EXECUTED to be effective on the date fully executed by the parties.

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

By: LENNAR TEXAS HOLDING COMPANY, A TEXAS CORPORATION, its Vice President

By: [Signature]  
Printed Name: Fred Wyborski  
Title: Vice President  
Date: \_\_\_\_\_

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me this 11 day of December, 2013, by Fred Wyborski, in capacity of Vice President of Lennar Texas Holding Company, a Texas Corporation, on behalf of Lennar Homes of Texas Land and Construction, LTD., a Texas Limited Partnership, on the behalf of said partnership.

(SEAL)



[Signature]  
Notary Public Signature, State of Texas

TRAVIS COUNTY, TEXAS

By: \_\_\_\_\_  
Travis County Judge  
Date: \_\_\_\_\_

THE STATE OF TEXAS §  
§  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2013 by \_\_\_\_\_, \_\_\_\_\_ of Travis County, Texas, a political subdivision of the State of Texas, on behalf of said County.

(SEAL)

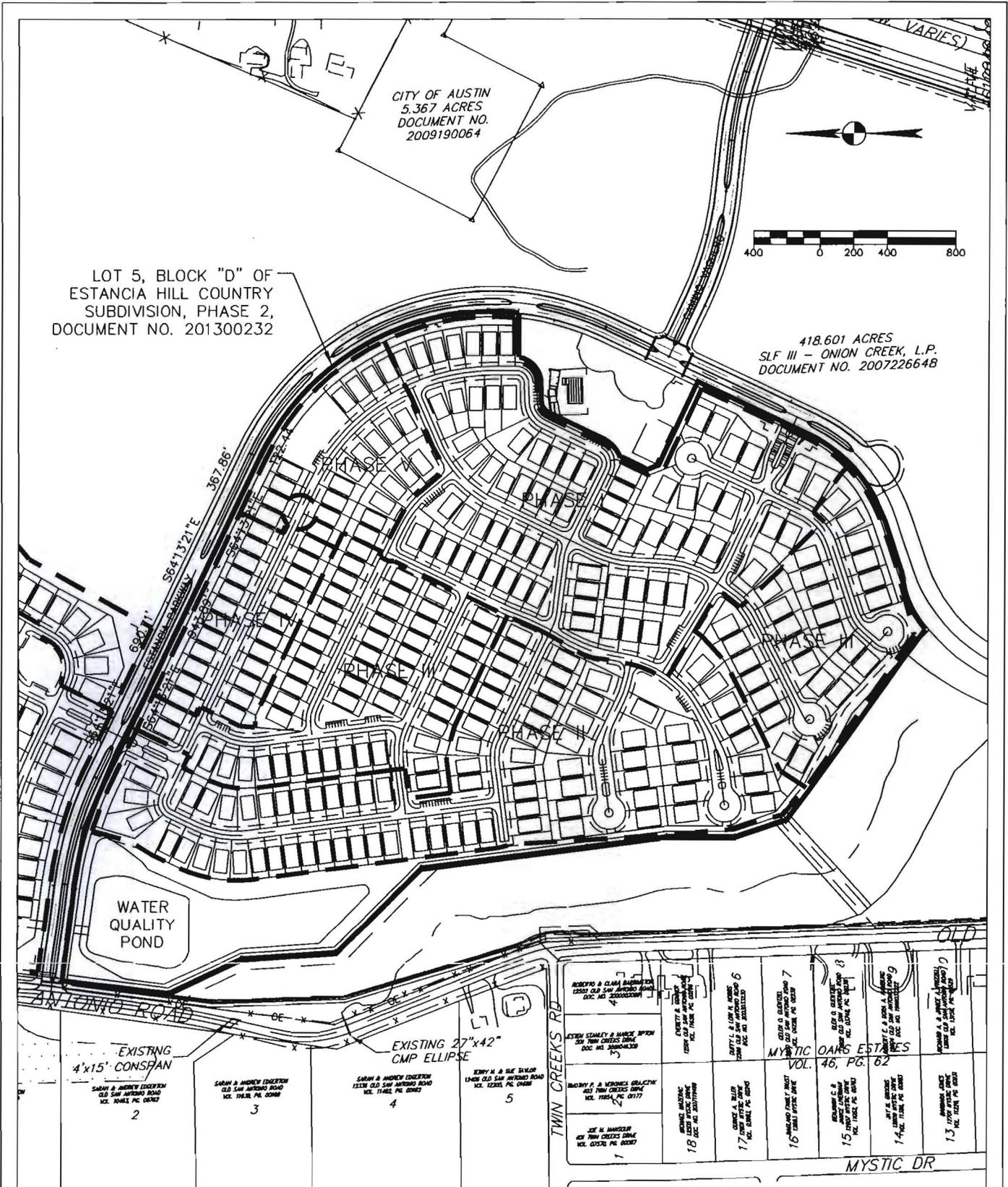
\_\_\_\_\_  
Notary Public Signature, State of Texas

**EXHIBIT "A"**

**DESCRIPTION OF PROPERTY**

**LOT 5, BLOCK D OF THE ESTANCIA HILL COUNTRY SUBDIVISION,  
PHASE 2, A SUBDIVISION OF RECORD IN DOCUMENT NO. 201300232 OF  
THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.**

**EXHIBIT "B"**  
**DEPICTION OF PHASES**



LOT 5, BLOCK "D" OF  
ESTANCIA HILL COUNTRY  
SUBDIVISION, PHASE 2,  
DOCUMENT NO. 201300232

CITY OF AUSTIN  
5.367 ACRES  
DOCUMENT NO.  
2009190064

418.601 ACRES  
SLF III - ONION CREEK, L.P.  
DOCUMENT NO. 2007226648

WATER  
QUALITY  
POND

EXISTING  
4'x15' CONSPAN

EXISTING 27"x42"  
CMP ELLIPSE

1	2	3	4	5	6	7	8	9	10			
ALBERT & CLARA BARNHART 12501 OLD SAN ANTONIO ROAD VOL. 461, P. 2000000000	ESTER STANLEY & MARCE 12501 OLD SAN ANTONIO ROAD VOL. 461, P. 2000000000	SARAH & ANDREW EMERSON 12501 OLD SAN ANTONIO ROAD VOL. 461, P. 2000000000	SARAH & ANDREW EMERSON 12501 OLD SAN ANTONIO ROAD VOL. 461, P. 2000000000	EMERY M. & THE WIFE 12501 OLD SAN ANTONIO ROAD VOL. 461, P. 2000000000	ROBERT F. & VERNONIA GRACEY 12501 OLD SAN ANTONIO ROAD VOL. 461, P. 2000000000	JOE M. HANCOCK 12501 OLD SAN ANTONIO ROAD VOL. 461, P. 2000000000	18	17	16	15	14	13
MYSTIC OAKS ESTATES VOL. 46, PG. 62												

**Bury+Partners**  
221 West Sixth Street, Suite 600  
Austin, Texas 78701  
Tel. (512)328-0011 Fax (512)328-0325  
TBPE Registration Number F-1048  
Bury+Partners, Inc. ©Copyright 2013

THE ENCLAVE AT ESTANCIA

LENNAR

EXHIBIT B: SITE PLAN  
WITH PHASING FOR  
LOT 5, BLOCK D

**EXHIBIT C**

Partial Release of Condominium Phasing Agreement

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

THAT Travis County, Texas, the beneficiary of that certain "Condominium Phasing Agreement" which is filed of record as Document No. \_\_\_\_\_ in the Official Public Records of Travis County, Texas (the "**Phasing Agreement**") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby release that certain real property in Travis County, Texas, which is described on Exhibit "A" attached hereto and incorporated herein by reference (the "**Released Property**") from all of the terms, provisions and requirements of the Phasing Agreement. From and after the date of this instrument, the Phasing Agreement shall no longer affect or encumber the Released Property in any way. It is expressly agreed and understood, however, that this is a partial release and that the same shall not in any way release, affect or impair the Phasing Agreement as it relates to any property other than the Released Property.

Executed by the undersigned on the date set forth hereinbelow.

TRAVIS COUNTY, TEXAS

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS       §  
  §  
COUNTY OF TRAVIS       §

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2005 by \_\_\_\_\_, \_\_\_\_\_ of Travis County, Texas, a political subdivision of the State of Texas, on behalf of said County.

(SEAL)

\_\_\_\_\_  
Notary Public Signature

After Recording Return To:  
Travis County, Texas  
Attn: Transportation and Natural Resources Department  
P.O. Box 1748  
Austin, Texas 78767

**FISCAL SURETY AGREEMENT – BOUNDARY STREET**

TO: Travis County, Texas

PARTY POSTING FISCAL SURETY (“DEPOSITOR”): SLF III – Onion Creek, L.P.

SITE PLAN NUMBER: C8J-2009-0142.01.1A

OWNER OF PROPERTY COVERED BY SITE PLAN: Lennar Homes of Texas Land and Construction, LTD.

ESCROW AGENT: Travis County Treasurer

AGREEMENT: Estancia Hill Country Transportation Phasing Agreement recorded as Instrument No. 2012159683 in the Real Property Records of Travis County, Texas, as the same may be amended from time to time.

AMOUNT OF FISCAL SURETY: \$39,716.88

PROJECT FOR WHICH FISCAL SURETY IS BEING POSTED: Improvements to Old San Antonio Road as described in Section 2(b) of the Agreement

DATE OF POSTING: 23 October 2013

EXPIRATION DATE: None

The ESCROW AGENT shall duly honor all drafts drawn and presented in accordance with this FISCAL SURETY AGREEMENT (this “Agreement”). Travis County (the “County”) may draw on the account of the DEPOSITOR up to the aggregate AMOUNT OF FISCAL SURETY upon presentation of a draft signed by the County Judge that the following condition exists:

The County considers such a drawing on the escrowed funds to be necessary for payment for improvements described above as the PROJECT. No further substantiation of the necessity of the draw is required by this Agreement.

Partial drafts and reductions in the escrowed funds are permitted. Drafts will be honored within five calendar days of presentment. This Agreement may be revoked only by the consent of the DEPOSITOR and TRAVIS COUNTY.

The escrowed funds will be invested, with interest earned at the rate Travis County receives for its 90-day accounts, and will be credited to the Project to provide for any contingencies and

change orders. Any funds remaining in escrow, including interest, upon the approval of the PROJECT will be returned to the DEPOSITOR. No additional funds are required to be posted in connection with the Site Plan, regardless of the cost of the PROJECT.

If the street right of way covered by this Fiscal Surety Agreement is annexed, for full purposes by a City, then the ESCROW AGENT shall be construed to mean "the City" and the funds, plus interest, can be transferred to the annexing City.

**DEPOSITOR**

**ADDRESS OF DEPOSITOR**

**SLF III – ONION CREEK, L.P.,**  
a Texas limited partnership

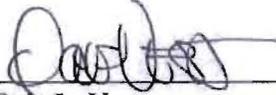
5949 Sherry Lane, Suite 1750  
Dallas, TX 75225

By: SLF III Property GP, LLC,  
a Texas limited liability company,  
its General Partner

Phone: (214) 239-2373

By: Stratford Land Fund III, L.P.,  
a Delaware limited partnership,  
its sole and managing member

By: Stratford Fund III GP, LLC,  
a Texas limited liability company,  
its general partner

By:   
Name: Ocie L. Vest  
Title: Senior Vice President –  
Entitlements

Date: October 23, 2013

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

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



# Travis County Commissioners Court Agenda Request

**Meeting Date:** December 20, 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:** Approve Interlocal Agreement with Capital Metro for Employee Transit Services.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.

The County and Capital Metro recognize the importance of a regional mobility system and the desire to encourage employees of Travis County to access public transportation.

On September 4, 2013, the Travis County Commissioners Court authorized funding in the amount of \$30,000 for employee transit services.

This Agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

- **Contract Expenditures:** Within the last \_\_\_ months \$0.00 has been spent against this contract/requirement.

- **Contract-Related Information:**

Award Amount: Not-to-exceed \$30,000

Contract Type: Interlocal Agreement

Contract Period: January 1, 2014 through September 30, 2014

- **Contract Modification Information: N/A**

Modification Amount:

Modification Type:

Modification Period:

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to [agenda@co.travis.tx.us](mailto:agenda@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

➤ **Solicitation-Related Information: N/A**

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

➤ **Special Contract Considerations: N/A**

Award has been protested; interested parties have been notified.

Award is not to the lowest bidder; interested parties have been notified.

Comments:

➤ **Funding Information:**

SAP Shopping Cart #: N/A

Funding Account(s): 1490010001/511900

Funds Reservation No. 300000942

Comments:



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

---

700 Lavaca, 5<sup>th</sup> Floor  
Travis County Administration Building  
P. O. Box 1748  
Austin, Texas 78767  
(512) 854-9383  
FAX (512) 854-4697

October 30, 2013

**MEMORANDUM**

**TO:** Cyd Grimes, County Purchasing Agent  
*Carol B. Joseph for*  
**FROM:** Steven M. Manilla, P.E., County Executive  
**SUBJECT:** Interlocal Agreement with Capital Metro

Attached for your review and preparation for Court approval, is a draft of an Interlocal Agreement between Travis County and Capital Metro for an Employee Transit Option Program. The Employee Transit Option Program is a pilot program funded by the Commissioners Court to provide all Travis County employees with an incentive to use public transit.

The program, while funded through Transportation and Natural Resources, will be administered by Travis County Human Resources as an employee voluntary benefit. Travis County will purchase individual passes, as described in the forthcoming inter-local agreement with Capital Metro, for all interested employees. Upon signing an affidavit and short user survey, employees will be issued Travis County-specific rider passes, which will be tracked by the program team. Employees can then swipe their passes on either a local bus, express bus, MetroRail, and future MetroRapid bus service free of charge. For each swipe, Travis County will be billed by Capital Metro.

Capital Metro will provide monthly ridership reports along with monthly invoices. The reports will allow us to track changes in the number of rides, number of unique riders, and types of service that are being accessed each month.

Once the final contract is approved by both the Travis County Commissioners Court and the Capital Metro Board of Directors, we can begin ordering and issuing passes. Target date for

employees to begin using the passes is January 2. The month of December will focus on marketing and distribution of passes.

The funding for the CapMetro transit passes were provided to TNR as a one-time FY 2014 allocation in the following cost center and commitment item:

Cost Center: 1490010001                      Commitment Item: 511900                      Budget: \$30,000

The funds have been reserved on Funds Reservation 300000942.

If you have any questions regarding this matter, please contact Adele Noel (512-854-7211).

cc:    Thomas Weber, Environmental Program Manager, TNR  
      Adele Noel, Air Quality Project Manager, TNR  
      Daniel Bradford, Attorney, County Attorney  
      Mark Gilbert, Sr. Planner, Planning and Budget

 Attachment – Draft Interlocal Agreement

**INTERLOCAL AGREEMENT  
BETWEEN  
TRAVIS COUNTY AND  
THE CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY  
FOR  
EMPLOYEE TRANSIT SERVICES**

This Interlocal Agreement (“Agreement”) is entered into by and between Travis County, Texas (“Travis County”), a corporate and political body of the State of Texas and Capital Metropolitan Transportation Authority (“Capital Metro”), a transportation authority and political subdivision organized under Chapter 451 of the Texas Transportation Code, collectively referred to as the “Parties”.

**I. Background**

- The Parties recognize the importance of a regional mobility system and the desire to encourage employees of Travis County to access public transportation.
- On September 4, 2013, the Travis County Commissioners Court authorized funding in the amount of \$30,000 for employee transit services.
- This Agreement is effective upon execution by both parties and is effective until the funding is depleted.
- This Agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.
- The Parties now desire to enter into a mutually beneficially agreement that meets the transportation mobility needs of both Parties

In consideration of mutual covenants and agreements contained herein, the Parties agree to the terms and conditions below as evidenced by the signatures of their respective authorized representatives.

**II. Scope**

1. **Transit Services.** The purpose of this Agreement is to provide eligible Travis County employees access to the use of Capital Metro’s bus and rail services (collectively, “Services”), including paratransit services (“Metro Access Service”) and, provided the employee possesses a valid and current Travis County Employee photo identification and is eligible to use the Services (“Eligible Travis County Employees”).
2. **Bus and Rail Services.** Eligible Travis County Employees will have use of the Bus and Rail Services provided each such employee presents a valid Capital Metro pass and Travis County Employee photo identification.
3. **MetroAccess.** MetroAccess Services will be provided to Eligible Travis County Employees who have been certified for MetroAccess Service via Capital Metro’s certification process. Certified Eligible Travis County Employees using Metro Access services must follow the Capital Metro process for reservations and services. Travis County understands that it will be charged on a per-ride basis for MetroAccess Services provided to certified Eligible Travis County Employees that use the MetroAccess Service.
4. **Coordination.** Capital Metro and Travis County understand the need for coordination and prior approval of the respective governing bodies regarding services, activities and initiatives; including services, activities and initiatives that involve additional funds. The Parties agree to work together in good faith to coordinate any approvals necessary to obtain services, activities and initiatives that further the goals of this Agreement.
  - A. Capital Metro and Travis County staff will outline the various roles and responsibilities needed to promote and increase Travis County employee ridership.

- B. Travis County will promote transit use to its employees with the assistance of the Capital Metro Communications and Marketing staff. In addition, Travis County will promote the use of bus and rail service to employees who can utilize these services prior to promoting the use of MetroAccess Services.
- C. Travis County will provide Capital Metro with the number of passes Travis County will require, which number will be determined no later than six (6) weeks before the desired delivery date. Capital Metro will deliver the annual transit passes to the Travis County Human Resources Management Department (HRMD). The cost per pass shall be \$1.95 with an annual replacement fee of \$0.45; provided, in the event Capital Metro's outside vendor increases the cost to Capital Metro then such additional cost shall be borne by Travis County and Travis County agrees to pay such cost. Travis County will be responsible for distributing the passes to Eligible Employees. Transit passes will not be available for Metro Access riders as provided in Section 2.1.

**5. Holidays.** The following holidays are observed by Capital Metro and may alter the level of services:

Holiday	Date Observed
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

**6. Monitoring and Reporting.**

- 6.1 Ridership Reports.** Capital Metro will provide ridership reports to Travis County by day 10 of each month. Ridership reports will include the number of unique Travis County employee riders, the number of rides taken for each level/tier of service and for the total month, the total dollar amount per level/tier of service, and the total dollar amount due.
- 6.2 Bus and Rail Reconciliation.** Capital Metro will use the magnetic cards at the bus and rail fare boxes to monitor, compile and analyze bus and rail ridership data. Capital Metro and Travis County will review ridership services and employees eligibility each month to reconcile the services. Capital Metro will submit invoices to Travis County for these services based upon the reconciliation.
- 6.3 MetroAccess (Paratransit) Reconciliation.** Capital Metro will monitor, compile and analyze the Travis County Eligible Employee use of MetroAccess Services. This information will be reported to Travis County. Capital Metro and Travis County will review the ridership services and eligibility for MetroAccess Services each month to reconcile the services. Capital Metro will submit invoices to Travis County for these services based upon the reconciliation.

**III. Term and Termination**

- 1. Term.** The initial term of this Agreement shall commence on January 1 , 2014 and end on September 30, 2015; provided this Agreement may be renewed for three (3) additional 12 month optional renewals. All optional renewals and extensions are subject to the review and approval of the Capital Metro Board of Directors and the Travis County Commissioners Court. Any changes to the price per ride or payment terms will be negotiated in good faith between the Parties at least 90 calendar days prior to the expiration of the current term.

2. **Termination.** Either Party may exercise the right to terminate this Agreement, in whole or part, without cause, upon 60 calendar days prior written notice. Upon receipt of the termination notice Capital Metro will cease all work on the 60th day (“Early Termination”) following the date of the termination notice. Travis County will pay Capital Metro for all Services performed and obligations incurred prior to the Early Termination.

#### IV. Compensation and Payment

1. **Contract Amount.** Travis County will pay to Capital Metro an amount not to exceed **\$30,000** for the use of the Services beginning January 1, 2014. Capital Metro will invoice Travis County on a monthly basis for the Services.

- 1.1 During the term of this Agreement, Travis County will pay Capital Metro for bus and rail services on a per ride basis, except as otherwise provided. From January 1, 2014 to September 30, 2014, Capital Metro will charge Travis County a promotional fare of \$0.70 per ride for all level/tier classes of bus and rail service, excluding Metro Access Services and Ride Share. Promotional fares will end September 30, 2014. Prices for Services are noted in Table 1 below.

Table 1. Price for services from 1-1-14 through 9-30-14

Service	Promotional Fare Price
Local	\$0.70 per ride
Rapid/Flyer	\$0.70 per ride
Commuter Rail	\$0.70 per ride
MetroAccess (Paratransit)	\$1.50 per ride or \$40.00 per month per eligible employee

Beginning October 1, 2014 and ending September 30, 2015, Capital Metro will charge Travis County adjusted rates for bus and rail services to reflect the then-current, per-ride rates for each class of service that Capital Metro charges as established by Capital Metro’s fare structure for governmental agencies.

- 1.2 During the term of this Agreement, Travis County will pay Capital Metro on a per ride basis for MetroAccess Services (“Metro Access”) for eligible employees (“Metro Access Tickets”). Prices for Services are noted in Table 2 below. Capital Metro will submit monthly invoices with ridership data to Travis County.
  - 1.3 Travis County will pay for the production costs of the transit passes. Capital Metro will invoice Travis County at a cost of \$1.95 each for each transit pass and \$0.45 each for each replacement pass ordered. If the production costs of the transit passes increase during the term of this Agreement then Travis County agrees to reimburse Capital Metro for the additional fees at Capital Metro’s actual cost.
2. **Invoices.** Based upon reconciled ridership services and employee eligibility, Capital Metro will submit an itemized invoice and ridership data reports to Travis County monthly. Invoices and ridership data may be mailed or sent electronically to:

Sydnia.Crosbie@co.travis.tx.us  
 Sydnia Crosbie  
 Travis County  
 Transportation and Natural Resources Department  
 PO Box 1748  
 700 Lavaca  
 Austin, TX 78767

3. **Prompt Pay.** Travis County will pay all invoices on a monthly basis in accordance with Texas Prompt Payment Act, Chapter 2251, and Texas Government Code.

4. **Non-appropriations.** This Agreement is dependent upon the availability of Travis County funding. Travis County's payment obligations are payable only from funds appropriated and available for the Agreement. Travis County will provide Capital Metro written notice if it fails to appropriate the funds to pay the amounts due under this Agreement. Travis County will also notify Capital Metro as soon as practicable if there is a reduction of the appropriated funds necessary for Travis County to perform under this Agreement, or there are insufficient funds available for Travis County to pay its obligations under this Agreement.

## V. General Terms and Conditions

### 1. Right to Audit.

1.1 Travis County agrees to allow authorized Capital Metro representatives access to all records related to this Agreement. In addition, Travis County agrees to only distribute transit passes and MetroAccess tickets to eligible employees. Travis County will take adequate measures to prevent the transference of passes and tickets to individuals who are not employees of Travis County.

1.2 Capital Metro agrees to allow authorized representatives of Travis County or other authorized representatives of Travis County, access to, and the right to audit, examine, or reproduce, any Capital Metro records related to the performance of this Agreement. Capital Metro agrees to refund to Travis County any overpayments disclosed by a Travis County audit.

2. **Amendment.** This Agreement may be amended only in writing by an instrument signed by an authorized representative of the Parties; however, Capital Metro expressly reserves the right in its sole discretion, to amend this Agreement unilaterally with ten (10) business day's written notice to ensure compliance of this Agreement with state or federal law or other regulation.
3. **Texas Public Information Act.** It will be the responsibility of each Party to comply with the provisions of Chapter 552, Texas Government Code, (Texas Public Information Act) and the Attorney General Opinions issued under that statute. Neither Party is authorized to receive requests or take any other action under the Texas Public Information Act on behalf of the other Party. Responses to requests for confidential information shall be handled in accordance with the provisions of the Texas Public Information Act. The provisions of this paragraph survive the termination or expiration of this Agreement.
4. **Fiscal Records.** The Parties will maintain and retain supporting fiscal documents adequate to ensure that claims for Agreement funds are in accordance with applicable state of Texas requirements. These supporting fiscal documents will be maintained and retained for a period of three (3) years from the later of: (a) termination of this Agreement, (b) submission of the final invoices, or (c) until resolution of all billing questions.
5. **Applicable Law.** This Agreement will be governed by and construed in accordance with the laws and constitution of the State of Texas.
6. **Venue.** Venue for any action arising under this Agreement will be in Travis County, Texas.
7. **Successors and Assigns.** This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other party. Any attempt to assign this Agreement, without the consent of the non-assigning Party, will be void. This Agreement will be binding upon and inure to the benefit of the Parties and their successors and assigns (if any).
8. **Independent Contractor.** This Agreement will not be construed as creating an employer- employee relationship, a partnership, or a joint venture between the Parties.
9. **Disputes.** The Parties will make every possible attempt to resolve, in an amicable manner, all disputes between the parties concerning the interpretation of this Agreement. Travis County will submit written notice of any claim of breach of contract under this Agreement to the Capital Metro Board, who will examine Travis County's claim and any counterclaim and negotiate with Travis County in an effort to resolve the claim. In the event this negotiation is unsuccessful, then the parties will take the dispute to mediation.

**10. INDEMNIFICATION.** THE PARTIES AGREE THAT EACH GOVERNMENTAL ENTITY IS RESPONSIBLE FOR ITS OWN PROPORTIONATE SHARE OF ANY LIABILITY FOR THE NEGLIGENT ACTS OR OMISSIONS OF ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS ARISING OUT OF, CONNECTED WITH, OR AS A CONSEQUENCE OF ITS PERFORMANCE UNDER THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, REVENUE, PROFITS, OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, TORT OR OTHER ACTION, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

**11. Force Majeure.** Except as otherwise provided, neither Party is liable to the other for any delay in, or failure of performance, of a requirement contained in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, strike, fires, explosions, or other causes that are beyond the control of either Party and that by exercise or due foresight, such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each Party must inform the other in writing with proof of receipt within three (3) business days of the existence of such force majeure.

**12. Severance.** Should any one or more provisions of this Agreement be deemed invalid, illegal, or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision held to be void, voidable, or for any reason whatsoever of no force and effect, such provision will be construed as severable from the remainder of this Agreement and will not affect the validity of all other provisions of this Agreement, which will remain of full force and effect.

**13. Headings.** The headings contained in this Agreement are for reference purposes only and do not in any way affect the meaning or interpretation of this Agreement.

**14. Notices.** Any notice required or permitted to be delivered under this Agreement will be deemed delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to Travis County or Capital Metro, at the addresses set forth below. Notice given in any other manner will be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party.

**14.1 Designation of Key Personnel for Notice**

Travis County: Adele Noel  
Travis County  
Transportation and Natural Resources Department  
PO Box 1748  
Austin, TX 78767

David Escamilla  
Travis County Attorney  
PO Box 1748  
Austin, Texas 78767

Capital Metro: Kerri L. Butcher, Chief Counsel  
Capital Metropolitan Authority  
2910 East 5th Street  
Austin, Texas 78702

**15. Government Entities.** The Parties to this Agreement are governmental entities within the State of Texas and nothing in this Agreement waives or relinquishes the right of the Parties to claim any exemptions, privileges and

immunities as may be provided by law.

**16. Entire Agreement.** This Agreement represents the complete and entire Agreement between the Parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the Parties pertaining to the subject matter contained in this Agreement. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by authorized representatives of the Parties. No official, representative, agent, or employee of Capital Metro has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Capital Metro Board of Directors. No official, representative, agent, or employee of Travis County has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Travis County Commissioners Court.

**17. Certifications.** The Undersigned Parties do hereby certify that: (a) the services specified above are necessary and essential and are properly within the statutory functions and programs of the affected governmental entities; (b) the proposed arrangements serve the interest of efficient and economical administration of Capital Metro and Travis County; (c) the services contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under Agreement given to the lowest responsible bidder nor is this Agreement prohibited by Texas Government Code, Section 771.003(b); and (d) this Agreement neither requires nor permits either Party to exceed its duties and responsibilities or the limitations of its appropriated funds.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their undersigned, duly authorized representatives to be effective as of the date of the last party to sign.

**Capital Metropolitan  
Transportation Authority**

**Travis County, Texas**

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

Linda S. Watson  
President/CEO

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

Approved as to form:

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

Legal

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

Name: Samuel T. Biscoe  
Title: Travis County Judge

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

Approved as to form:

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

Travis County Attorney



# Travis County Commissioners Court Agenda Request

**Meeting Date:** December 20, 2013

**Prepared By/Phone Number:** David Walch 46663; Marvin Brice 49765

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

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language: Ratify and Approve Contract Modification No. 1 to Contract No. 4400000892 (H.T.E No. PS120192DW), Southwest Key Programs, for Prevention and Intervention Services.**

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.

Travis County, through Travis County Juvenile Probation, is contracted with Southwest Key Programs to provide services specialized and tailored to effectively intervene with juveniles who are currently not on formal probation but have been identified as children in need of supervision and wrap around services.

This program is funded with grant funds received from the Texas Juvenile Justice Department. In late September Travis County received notification that this grant was awarded an additional year of funding. New pricing was negotiated during October and November. The modification was not returned by the vendor until early December. The Commissioners Court is asked to approve Modification 1 to this contract providing for one additional renewal period of 12-months and ratifying the contract from September 1, 2013 until this modification is executed.

Section 4.10 of the contract states: Pursuant to TEX. LOC. GOV'T. CODE ANN. § 262 et seq., Commissioners Court hereby orders that this Agreement is exempt from the requirements of the County

- **Contract Expenditures:** Within the last 12 months \$102,220.00 has been spent against this contract/requirement.

➤ **Contract-Related Information:**

Award Amount: \$51,110.00 Initial Term  
Contract Type: Professional Services Agreement  
Contract Period: May 1, 2012 – August 31, 2012

➤ **Contract Modification Information:**

Modification Amount: \$102,220.08  
Modification Type: Bi-lateral  
Modification Period: September 1, 2013 – August 31, 2014

➤ **Funding Information:**

- SAP Shopping Cart #:
- Funding Account(s): IO#/Grant Number: 101201/800323  
GL Number: 511130
- Comments:

**MODIFICATION OF CONTRACT NUMBER: 440000892 (H.T.E. PS120192DW) Family Keys Prevention and Intevention Services**

ISSUED BY: PURCHASING OFFICE P.O. Box 1748 AUSTIN, TX 78767	PURCHASING AGENT ASST: <b>David Walch</b> TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: <b>October 16, 2013</b>
ISSUED TO: Southwest Key Programs, Inc. Attn: Rachael Luna, General Counsel 6002 Jain Lane Austin, Texas 78721	MODIFICATION NO.: <b>1</b>	EXECUTED DATE OF ORIGINAL CONTRACT: <b>May 1, 2012</b>

ORIGINAL CONTRACT TERM DATES: 05/01/12 - 8/31/12 CURRENT CONTRACT TERM DATES: 09/1/12 - 8/31/13

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**

Original Contract Amount: \$153,330.00 Current Modified Amount \$153,330.00.

**DESCRIPTION OF CHANGES:**

Pursuant to Section 6.0 Amendments/Modifications, the above referenced contract is hereby modified to reflect the following changes:

- A. Ratify services provided for the period of time beginning September 1, 2013 until the date of execution of this modification.
- B. The inclusion of one additional renewal period beginning September 1, 2013 through August 31, 2014.
- C. During this FY2014 renewal period Contractor will bill for services at a 12 month flat fee rate of \$8,518.34 per 20 youth served per month for a total renewal term not to exceed \$102,220.08.

Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

**Note to Vendor:**

- Complete and execute (sign) your portion of the signature block section below, for all copies and return all signed copies to Travis County.
- DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: <u>Southwest Key Programs Inc.</u>	<input type="checkbox"/> DBA
BY: <u>[Signature]</u> SIGNATURE	<input checked="" type="checkbox"/> CORPORATION
BY: <u>Joella Brooks</u> PRINT NAME	<input type="checkbox"/> OTHER
TITLE: <u>Chief Operations Officer</u> ITS DULY AUTHORIZED AGENT	DATE: <u>11-15-13</u>
TRAVIS COUNTY, TEXAS	DATE:
BY: _____ CYD V. GRIMES, C.P.M., CPPO TRAVIS COUNTY PURCHASING AGENT	
TRAVIS COUNTY, TEXAS	DATE:
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	

RECEIVED  
TRAVIS COUNTY  
2013 DEC -6 AM 10:06  
PURCHASING  
OFFICE



## TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

2515 South Congress Avenue ~ Austin Texas 78704  
Phone: (512)854-7000 Fax: (512)854-7097

**ESTELA P. MEDINA**  
Chief Juvenile Probation Officer

**TO:** Cyd Grimes  
Purchasing Agent

**FROM:** Estela P. Medina  
Estela P. Medina  
Chief Juvenile Probation Officer

**RE:** Southwest Key Prevention and Intervention Program

**DATE:** October 8, 2013

The Travis County Juvenile Probation Department is requesting to renew the contract with Southwest Key Programs to provide services specialized and tailored to effectively intervene with juveniles who are currently not on formal probation but have been identified as children in need of supervision.

The department would like to renew the contract with Southwest Key to provide these services with grant funds received from the Texas Juvenile Justice Department. An amount of \$102,220.08 will be budgeted and available from September 1, 2013 through August 31, 2014. Southwest Key will bill for services at a 12 month flat fee rate of \$8,518.34 per 20 youth per month.

**Vendor: 1000000961**  
**IO#/grant number: 101201/800323**  
**GL#: 511130**

If you need additional information in order to proceed, please do not hesitate to call me.

cc: Emmitt Hayes  
Sylvia Mendoza

EPM: sm



## Travis County Commissioners Court Agenda Request

**Meeting Date:** December 20, 2013

**Prepared By/Phone Number:** David Walch 46663; Marvin Brice 49765

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

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language: Ratify and Approve contract No. 4400001678, Advanced Trauma Solutions to provide Trauma Affect Regulation: Guide for Education and Treatment (TARGET) Program.**

- **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 allow Juvenile Probation staff to receive training and certification in the use of the Trauma Affect Regulation: Guide for Education and Treatment (TARGET) Program with juveniles. TARGET is designed to address trauma related symptoms.

With the complexity of meeting grant specific requirements in the development of the contract's scope of service delays were experienced in the execution of this agreement. To meet the grant related time line training services began October 29<sup>th</sup>, 2013. Therefore, it is requested that the Court ratify and approve the contract effective October 28, 2013.

Section 4.10 of the contract states: Pursuant to TEX. LOC. GOV'T. CODE ANN. § 262 et seq., Commissioners Court hereby orders that this Agreement is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of personal or professional services.

- **Contract Expenditures:** Within the last 12 months \$0.00 has been spent against this contract/requirement.

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to [agenda@co.travis.tx.us](mailto:agenda@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

➤ **Contract-Related Information:**

Award Amount: \$106,723.00

Contract Type: Professional Services Agreement

Contract Period: October 28, 2013 – August 31, 2014

➤ **Funding Information:**

SAP Shopping Cart #:

Funding Account(s): IO#/grant number/cost center:  
101220/800240/1450010001

GL #: 512020

Comments:



## TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

2515 South Congress Avenue ~ Austin Texas 78704  
Phone: (512)854-7000 Fax: (512)854-7097

**ESTELA P. MEDINA**  
Chief Juvenile Probation Officer

**TO:** Cyd Grimes  
Purchasing Agent

**FROM:** *Estela P. Medina*  
Estela P. Medina  
Chief Juvenile Probation Officer

**RE:** Advanced Trauma Solutions

**DATE:** October *14*, 2013

The Travis County Juvenile Probation Department is requesting a new contract with Advanced Trauma Solutions. This contract will allow juvenile probation staff to receive training and certification in the use of the Trauma Affect Regulation: Guide for Education and Treatment Program (TARGET) with juveniles. TARGET is designed to address trauma related symptoms in order to improve affect regulation and behavioral symptoms.

An amount of \$106,723 will be budgeted and available from October 29, 1, 2013 through August 31, 2014. The funding source is \$75,000 out of the Texas Juvenile Justice Department with the remaining \$31,723 from general fund. Advanced Trauma will bill for services at a 10 month flat fee rate of \$10,672.30.

**Vendor:**  
**IO#/grant number/cost center: 101220/800240/1450010001**  
**GL#: 512020**

If you need additional information in order to proceed, please do not hesitate to call Michael Williams at 512-854-7011.

cc: Dr. Erin Foley  
Darryl Beatty  
Sylvia Mendoza

## Trauma Affect Regulation: Guide for Education & Treatment (TARGET)

### Scope of Services

#### *Curriculum Description and Training Model*

TARGET is designed to address the primary personal issues that are related to trauma, such as PTSD symptoms, rage, traumatic grief, survivor guilt, shame, interpersonal rejection, and existential/spiritual alienation. The seven core skills in TARGET are taught by coaching and guided practice, and are described by the acronym FREEDOM (i.e., Focus, Recognize triggers, Emotion self-check, Evaluate thoughts, Define goals, Options, Make a contribution). Advanced Trauma Solutions (ATS) provides an intensive training and rigorous quality assurance program for agencies interested in learning to use the TARGET treatment model in their programs. Training includes a series of components designed to guide administrators, clinical staff, and line staff through an intensive learning process that prepares them to implement TARGET concepts and skills in group, individual, and family settings, and the milieu.

#### **I. ATS Training Services**

All TARGET Training Courses are designed for counselors, case managers, line staff, juvenile probation officers, program directors and administrators. Prior to the start of training, ATS will meet with juvenile probation staff for an on-site introduction to TARGET and start-up discussion; this initial meeting will serve as an introduction to the material and training activities. The training activities that will follow this initial on-site meeting are as follows:

##### ***Training Activities***

1. TARGET On-Line Learning Course – 3 hours (*required for all program staff and program directors*)
2. TARGET Level 1 Training – 3 Days (*required for all program staff preparing to conduct TARGET groups and all support staff who are participating in the TARGET program*)
3. TARGET Level 2 Refresher and Skills Integration Training – 1 Day (*required every 1-2 years for all program staff conducting TARGET groups and all support staff who are participating in the TARGET program*)
4. Written Materials and Instructional Content (*included for all program staff as needed*)

#### **II. Quality Assurance – Coaching and Fidelity Monitoring**

ATS has in place a quality assurance process designed to maximize fidelity/integrity of delivery of TARGET and adherence and competence by facilitators/counselors when implementing intervention.

The components of this QA process are:

- Fidelity review will be conducted by TARGET coach at least once per month for one hour with each facilitator.
- A fidelity checklist comprised of 66 discreet items keyed to engagement, group structure, and each of the concepts/skills in the 10 sessions of the group curriculum.
- A process for electronically delivering tapes of TARGET sessions to a secure and private on-line drop box where the TARGET coach can retrieve, review, and rate each tape for fidelity.
- Individual fidelity coaching sessions for each facilitator who conducts TARGET groups.
- Just-in Time Phone Consultation – ATS trainers will be available for phone consultations to clinicians, staff, or administrators who need just-in time trouble shooting, debriefing, and preparation for upcoming challenges. ATS staff will initiate consultation calls to program

directors, and program/residential/facility staff whenever an issue of immediate importance (e.g., child safety risks, boundary violations) is observed on a taped TARGET session. In addition to staff who are conducting groups, all support staff who are participating in the TARGET program are required to participate in phone consultations.

- Certification – all program staff members who work for community-based and residential programs and detention facilities will have the opportunity to achieve certification status in TARGET. Certification means those individuals have met all ATS standards and will receive a certificate stating they are full prepared and competent to conduct TARGET groups for a period of 1 year.

### III. TARGET Certification Standards

Certification is a process that involves active participation in all training and QA activities and achievement of high standards of fidelity over a period of 12-15 months. Once an individual has achieved certification, they will be required to meet second year standards for recertification. During the third year review and thereafter these individuals will be able to retain certification with only minimal fidelity review and a 1-day refresher training.

#### Certification -

Complete TARGET Level 1 Training with a minimum score of 75% on written post test

Facilitate a *minimum* of two full cycles of TARGET

Submit 18 session tapes on the first and second rounds of TARGET

Achieve a minimum fidelity score of 3 on every fidelity item in at least 5 sessions of the second round of TARGET

Attend at least 20 TARGET consultations and meet participation requirements

Complete all requirements within 12 to 15 months to achieve certification

#### Recertification – 12 months

Complete Level 2 Training with a minimum score of 80% on written post test

Complete two full cycles of TARGET

Submit 5+ session tapes for each cycle of TARGET

Achieve a minimum fidelity score of 3 on every fidelity item in at least 5 sessions of each round of TARGET

Attend at least 20 TARGET consultations and meet participation requirements

Complete all requirements within 12 months to achieve recertification

### IV. Summary & Budget Justification:

- On-site introduction to TARGET and Start-up discussion (1 day)
- Level One TARGET Training (3 days)
- Phone consultation groups (44 hours)
- Fidelity Monitoring (180 hours)
- Consultation to Leadership Team (18 hours)

First year services will be provided at a rate of \$389.50 per hour for a not to exceed total of 274 hours. Total not to exceed cost of the service is \$106,723.00. Subsequent years will be on

referrals from the Travis County Juvenile Probation department a rate of \$389.50 per service hour.

Advanced Trauma Solutions: Proposal to Travis County Juvenile Probation Dept.  
August 14, 2013

*Year 1 - Services & Materials*

**Materials Included**

Group Manuals (20)  
Training Packets (20)  
Mini-Manuals (1 spanish, 21)  
Spanish Handouts (8)  
Stress Cards (50)  
SOS Cards (50)  
Brochures (50)  
SOS Wristbands (50)  
FREEDOM Step Poster (20)

**Services**

On-site introduction to TARGET and Start-up discussion (1 day)  
Level One TARGET Training (3 days)  
Phone consultation groups (44 hours)  
Fidelity Monitoring (180 hours)  
Consultation to Leadership Team (18 hours)

**274 hours @ \$389.50 per hour = \$106,723.00**



## TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

2515 South Congress Avenue ~ Austin Texas 78704  
Phone: (512)854-7000 Fax: (512)854-7093

**ESTELA P. MEDINA**  
Chief Juvenile Probation Officer

August 14, 2013

Mike Griffith  
Executive Director  
Texas Juvenile Justice Department  
Building H 11209 Metric Blvd.  
P. O. Box 12757  
Austin, Texas 78758

RE: Travis County Juvenile Probation Department Proposal  
TARGET PROGRAM (Trauma Affected Regulation: Guide for Education & Therapy)

Dear Mr. Griffiths,

The Travis County Juvenile Probation Department is hereby submitting a proposal, entitled the TARGET Program, pursuant to the Available Funding notice provided by your office on August 9<sup>th</sup>, 2013.

We have provided a copy of the proposal to Ms. Linda Brooke, Chief of Staff and Mr. James Williams, Senior Director, Probation and Community Services.

Our team, Dr. Erin Foley, Director of Health Services and Lisa Eichelberger, Business Analyst and Supervisor, Planning and Research Division; and I are available to address any questions that you may have regarding the proposal.

We look forward to the opportunity to implement the TARGET Program and for successful opportunities for youth in our community.

Thank you in advance for your consideration and review of this proposal.

Respectfully,

A handwritten signature in blue ink that reads "Estela P. Medina".

Estela P. Medina  
Chief Juvenile Probation Officer

CC: Linda Brooke, TJJD  
James Williams, TJJD  
Dr. Erin Foley, TCJPD: [erin.foley@co.travis.tx.us](mailto:erin.foley@co.travis.tx.us) (512) 854-7078  
Lisa Eichelberger, TCJPD: [lisa.eichelberger@co.travis.tx.us](mailto:lisa.eichelberger@co.travis.tx.us) (512) 854-7069

**Travis County Juvenile Probation Department  
Proposal to the Texas Juvenile Justice Department**

**TARGET Program**

**(Trauma Affected Regulation: Guide for Education & Therapy)**



**Gardner Betts Juvenile Justice Center**

**Travis County Juvenile Probation Department**  
**Proposal to the Texas Juvenile Justice Department**

**TARGET Program**

August 15, 2013

**Problem Statement**

Childhood exposure to trauma can negatively impact cognitive, emotional, behavioral, and interpersonal functioning and heighten a youth's risk of becoming involved in the criminal justice system. Current literature indicates that the majority of youth entering the juvenile justice system have been exposed to adverse events or traumatic stressors, including physical or sexual abuse, neglect, and domestic or community violence. If funded, Travis County Juvenile Probation Department (TCJPD) will implement an evidence-based education and therapy program to appropriately address trauma among its population and increase youths' opportunities for success and recovery.

**Supporting Data**

Trauma Affected Regulation: Guide for Education and Therapy (TARGET) is an evidence based training program; it is listed on SAMHSA's National Registry of Evidence-based Programs and Practices (NREPP), the National Child Traumatic Stress Network (NCTSN), and the California Evidence-Based Clearinghouse for Child Welfare (CEBC). This strengths-based approach to education and therapy teaches seven skills to clients to help them to regulate their emotions, manage traumatic memories, promote self-efficacy, and achieve long-term recovery from trauma. Research studies have indicated that TARGET not only reduces the negative impacts of trauma (anxiety, depression, etc.), but also enhances participants' self-efficacy. It has been adopted statewide in Florida and Connecticut as a model educational and treatment program.

**Target Population**

The target population for this program is youth ages 13-18 who have experienced Post-Traumatic Stress Disorder (PTSD). This program will initially be employed in TCJPD's Residential Division and Day Enrichment Program; it will then be expanded out to other youth involved with TCJPD as needed. While TARGET focuses on youth who have experienced trauma, this program can also have a broader impact and help youth with additional affect regulation problems, such as anxiety and depression. Of the 663 youth assessed at Travis County Juvenile Probation Department (TCJPD) in Fiscal Year 12 (FY12), 35% were diagnosed with depression, anxiety, PTSD, or a mood disorder.

**Project Summary**

The TARGET program will train 20 staff members (8 counselors and 12 direct care staff) who will implement the program activities at TCJPD. The trainers will also conduct fidelity monitoring and phone consultation sessions.

Youth will be selected for the program based on the clinicians' diagnosis and referral. Five to nine youth will be in each group, participating in one or two sessions per week. Follow-up sessions and individual sessions may also be provided, depending on each youth's needs. The TARGET program will be used in conjunction with NCTSN's Think Trauma: A Training for Staff in Juvenile Justice Residential Settings. The combination of these two programs has been successful in initial research. In implementing both of these programs, TCJPD's goal is to reduce the negative impact of trauma on its youth and guide them towards successful recovery and re-entry.

TCJPD currently has a Health Services Division, led by Dr. Erin Foley, ABPP. This team includes licensed counselors and psychologists who will support this program clinically. This team is experienced with implementing new programs to positively impact youth in the facility. This team has experience with implementing evidence-based programs and understands the importance of maintaining program fidelity.

Additionally, TCJPD has a multidisciplinary team of professionals to manage grant activity. In addition to program staff associated with each grant funded program, this team includes Grants Management and Research representatives. The Grants Management team is experienced with managing grant compliance and ensuring strategic planning goals are accomplished according to the set timeline. The Research Team is experienced in identifying and generating performance measures, ensuring quality data assurance, and evaluating outcomes.

### **Sustainability**

The activities proposed through this program will enhance the ability of TCJPD's staff to work effectively with youth who have experienced trauma. After grant funding is exhausted, staff members will continue to use the skills gained through this program to support youth. TCJPD will also continue to seek grant funding to ensure that youth continue to receive the care and support that they need.

### **Cost**

The TARGET program is offered through Advanced Trauma Solutions, Inc. This organization indicates the average cost to implement this program ranges from \$100,000-\$300,000. Based on the components of the program that TCJPD will be offering, TCJPD anticipates the cost will not exceed \$175,000. Travis County Juvenile Probation Department respectfully requests the maximum amount of funding (\$75,000) available through this TJJD funding opportunity to apply toward this program. This funding will be applied toward training costs and fidelity review from Advanced Trauma Solutions, Inc.

**ROUTING FORM**

TODAY'S DATE: 10/9/13

SUBJECT: Advanced Trauma Solutions

FROM: MIKE

TO: Sylvia Date Received

Review  Sign/Initial

*[Handwritten signature]*  
10/9/13

ORIGINAL DUE DATE:

\_\_\_\_\_

EXTENSION DATE:

\_\_\_\_\_

**RECEIVED**  
OCT 09 2013  
Chief Juvenile Probation Officer  
Estela P. Medina

FORWARD TO: Chief Date Received

Review  Sign/Initial

*Ret*  
10/14/13  
*EPW*

COMMENTS:  
Chief, contract is  
the result of the approved  
proposal received from  
TJSD

RETURN TO: MIKE. Date Received

Mail  Hand Deliver

Date Sent \_\_\_\_\_

**PROFESSIONAL SERVICES  
AGREEMENT/CONTRACT**

**BETWEEN**

**TRAVIS COUNTY**

**AND**

**ADVANCED TRAUMA SOLUTIONS**

**FOR**

**TRAUMA AFFECT REGULATION: GUIDE FOR EDUCATION AND  
TREATMENT PROGRAM (TARGET)**

**CONTRACT NO. 4400001678**



**Travis County Purchasing Office**

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STATE OF TEXAS §  
  §  
COUNTY OF TRAVIS §

**PROFESSIONAL SERVICES AGREEMENT  
FOR TRAUMA AFFECT REGULATION: GUIDE FOR EDUCATION AND TREATMENT  
PROGRAM (TARGET)**

**This Agreement** is made and entered into by and between the following parties: Travis County, Texas, (the "COUNTY") and Advanced Trauma Solutions, (the "CONTRACTOR").

**WHEREAS**, COUNTY desires to obtain the services of a qualified consultant to provide Trauma Affecte Regulation: Guide for Education and Treatment Program (TARGET) training for the Juvenile Probation Department of Travis County and;

**WHEREAS**, CONTRACTOR has the professional ability and expertise, and any necessary professional degrees, licenses, and certifications to provide these services;

**NOW, THEREFORE**, COUNTY and CONTRACTOR agree as follows:

**1.0    DEFINITIONS**

In this Agreement,

- 1.1    "Commissioners Court" means the Travis County Commissioners Court.
- 1.2    "Purchasing Agent" means Travis County Purchasing Agent Cyd V. Grimes or her successor.
- 1.3    "County Auditor" means Travis County Auditor Nicki Riley or her successor.
- 1.4    "Parties" mean Travis County and Advanced Trauma Solutions.
- 1.5    "Is doing business" and "has done business" mean:
  - 1.5.1    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,
  - 1.5.2    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;
  - 1.5.3    **but does not include**
    - 1.5.3.1 any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,
    - 1.5.3.2 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

1.5.3.3 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.

1.6 "Key Contracting Person" means any person or business listed in Exhibit 1 to the Affidavits attached to this contract and marked as Attachment D.

1.7 "DIRECTOR" means the Chief Juvenile Probation Officer of Travis County Juvenile Probation Department or her designee.

## 2.0 TERM

2.1 Initial Term. The Initial Term of this Agreement shall consist of the period from October 28<sup>th</sup>, 2013 and continue through August 31, 2014, unless sooner terminated as provided herein.

2.2 Renewal or Extension Term(s). The Initial Term of this Agreement may be extended by written agreement of the Parties.

2.3 Termination. Either party may terminate this Contract at any time by giving the other party written notice of such termination at least thirty (30) days before the effective date of the termination.

## 3.0 CONTRACTOR'S RESPONSIBILITIES

3.1 Scope of Services. CONTRACTOR shall perform, in a timely manner, the services and activities described in the Scope of Services set forth as Attachment A to this Agreement, which is expressly incorporated herein and made a part hereof.

3.2 Ethical Standards. CONTRACTOR shall perform all services and exercise all discretionary powers in a manner consistent with applicable canons of professional ethics and his best professional judgment.

3.3 Subcontracting. Except as otherwise specifically provided herein, CONTRACTOR is prohibited from hiring or subcontracting with any other person to perform any of the CONTRACTOR'S obligations under this Agreement.

3.4 Civil Rights/ADA Compliance. CONTRACTOR shall provide all services and activities pursuant to this Agreement in compliance with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933].

3.5 Legal Compliance. CONTRACTOR shall comply with all federal, state, county, and city laws, rules, regulations and ordinances applicable to the provision of the services described herein and the performance of all obligations undertaken pursuant to this Agreement.

3.6 Payment of Property Taxes. CONTRACTOR warrants that CONTRACTOR is not currently delinquent in payment of property taxes to the Travis County Tax Assessor Collector.

3.7 Insurance Requirements CONTRACTOR shall comply with the insurance requirements set out in Attachment C, "Insurance Requirements", which is incorporated herein by reference and made a part hereof.

3.8 Federal Funds. CONTRACTOR warrants that no Federal appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.

3.9 Communications. CONTRACTOR may communicate all requests for direction and factual information relating to services performed pursuant to this Agreement to the DIRECTOR and may rely on all factual information supplied by the DIRECTOR in response to these requests. However DIRECTOR shall not serve as the agent of County or the Commissioners Court or any elected official of County for any other purpose than conveying factual information.

3.10 CONTRACTOR expressly acknowledges that, in entering into this Agreement, COUNTY has relied on the representations of CONTRACTOR about the persons who will be performing the services and their qualifications and that any other person except staff must be approved by COMMISSIONERS COURT before providing services under this Agreement. CONTRACTOR warrants that all work done will be done by the employees or members of CONTRACTOR that are presented as performing the services in CONTRACTOR'S proposal.

3.11 Professional Licensure/Certification. The CONTRACTOR shall maintain all necessary licenses and certifications related to the Counseling services being provided hereunder. In the event licensure or certification expires, is revoked, suspended, probated, or is canceled, CONTRACTOR shall inform COUNTY of such event within five (5) working days.

3.12 Duty to Report. CONTRACTOR shall ensure that suspected or alleged cases of child abuse or exploitation or neglect of clients served under this Agreement are immediately reported to the Director and to the appropriate authorities as required by law and in conformity with the procedures detailed in Chapter 261 of the Texas Family Code. CONTRACTOR shall ensure that its employees, interns, volunteers, subcontractors, agents, and consultants are properly trained in the reporting requirements and procedures of Chapter 261 of the Texas Family Code.

3.13 Standard of Care. Notwithstanding anything in this Agreement to the contrary, CONTRACTOR shall perform all services and responsibilities required of CONTRACTOR under this Agreement using at least that standard of care which a reasonably prudent licensed counselor in Travis County, Texas would use in similar circumstances. CONTRACTOR warrants the duties within this Agreement shall be performed in a good and workmanlike manner. Nothing in this Agreement shall be construed to relieve CONTRACTOR of this duty.

3.14 Duty to Disclose Information. CONTRACTOR has an affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail all of the following information to Director:

3.14.1 Any and all licensure complaints and any corrective action required by any of CONTRACTOR'S licensing authorities or funding entities.

3.14.2 Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of CONTRACTOR, or CONTRACTOR.

3.14.3 Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of CONTRACTOR, or CONTRACTOR was the alleged or designated perpetrator.

3.15 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion from Participation in Contracts Exceeding \$100,000.00

The Contractor certifies, by entering into this Contract, that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Contractor shall include this certification requirement in all subcontracts to this contract that exceed \$100,000.00.

\*Form is provided as Attachment E\*

3.16 CONTRACTOR certifies that the individual or business entity named in this Agreement is not ineligible to receive the state funds or specified grant or payment under Section 231.006 of the Texas Family Code and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

3.17 Financial Reporting. Upon request, CONTRACTOR shall provide COUNTY copies of profit and loss statements, annual financial statements, audit reports, and other financial records and reports that may be requested by COUNTY. COUNTY shall have the right to conduct onsite review of CONTRACTOR'S financial records and source documents.

3.18 CONTRACTOR is hereby notified that state funds may be used to pay for services rendered to Travis County Juvenile Probation. For this reason, CONTRACTOR shall account separately for the receipt and expenditure of all funds received as payment under this Agreement, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting and auditing of such funds. Contractor agrees to provide County an independent financial audit of all state funds received under this Contract at least once a year. The audit shall be prepared in accordance with Generally Accepted Auditing Standards and any other audit requirements of County or TJJD.

3.19 Monitoring. COUNTY shall have the right to conduct periodic financial and programmatic monitoring of CONTRACTOR. CONTRACTOR agrees to cooperate fully with COUNTY'S monitoring activities.

4.0 COMPENSATION, BILLING AND PAYMENT

4.1 Fees. For and in consideration of the satisfactory performance by CONTRACTOR of the services described in Attachment A, Scope of Services, and CONTRACTOR's compliance with the terms and conditions of this Agreement, COUNTY shall pay CONTRACTOR in accordance with the Fee Schedule which is attached hereto as Attachment B and made a part hereof.

- 4.1.1 Initial Term Budget and Not to exceed amount: \$106,723.00
- 4.1.2 Renewal Term (If Applicable) – N/A As-Needed-Basis: \$N/A

4.2 Satisfactory Completion of Services. COUNTY shall not be responsible for the costs of any services under this Agreement that are not performed to COUNTY'S satisfaction and given COUNTY'S approval, which shall not be unreasonably withheld. COUNTY'S obligation to make any payment to CONTRACTOR is dependent upon completion of the services invoiced in a timely, good and professional manner and at a standard acceptable in CONTRACTOR'S profession.

4.3 Timely Payment. The COUNTY shall pay CONTRACTOR within thirty (30) days after the receipt of a complete and correct invoice by the COUNTY Department. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code.

4.4 Invoicing.

4.4.1 Initial Term Invoicing: CONTRACTOR shall submit invoices to COUNTY on a monthly basis and each invoice shall contain the name of each person trained by CONTRACTOR, the Course Title and date of service provided by CONTRACTOR, the total hours of training provided by CONTRACTOR, and the total amount of payment requested for each client. Each invoice submitted by CONTRACTOR to COUNTY shall be signed by CONTRACTOR. Original invoices shall be sent to:

Financial Services  
2515 South Congress Avenue.  
Austin, Texas 78704.

4.4.2 Renewal Term (If Applicable): CONTRACTOR shall submit invoices to the COUNTY with 30 days of the date services are provided, when requested by COUNTY on an As-Needed-Basis. Each invoice will be submitted including the information and submittal address listed in Section 4.4.1.

4.5 Overpayment. CONTRACTOR shall refund to COUNTY any money which has been paid to CONTRACTOR by COUNTY, which COUNTY determines has resulted in overpayment to CONTRACTOR. Such refund shall be made by CONTRACTOR to COUNTY within thirty (30) days after the refund is requested by COUNTY. If COUNTY enters into any subsequent Agreement with CONTRACTOR and CONTRACTOR fails to refund any money owed to COUNTY within thirty (30) days of request, COUNTY may offset the difference against the next advance or payment payable to CONTRACTOR.

4.6 Taxpayer Identification. CONTRACTOR shall provide COUNTY with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in

compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any Agreement funds are payable.

4.7 Delinquent Property Taxes. Notwithstanding anything to the contrary herein, if the CONTRACTOR is delinquent in the payment of property taxes at the time of invoicing, the CONTRACTOR hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

4.8 Disbursements to Persons with Outstanding Debt.

4.8.1 In accordance with Section 154.045 of the Local Government Code, If notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of CONTRACTOR to the State, the COUNTY or a salary fund, a warrant may not be drawn on a COUNTY fund in favor of the CONTRACTOR, or an agent or assignee of CONTRACTOR until:

4.8.1.1 the County Treasurer notifies CONTRACTOR in writing that the debt is outstanding; and

4.8.1.2 the debt is paid.

4.8.2 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the COUNTY.

4.8.3 COUNTY may apply any funds COUNTY owes CONTRACTOR to the outstanding balance of debt for which notice is made under section 4.8.1.1 above, if the notice includes a statement that the amount owed by the COUNTY to CONTRACTOR may be applied to reduce the outstanding debt.

4.9 Period of Services. COUNTY shall not be liable for costs incurred or performances rendered by CONTRACTOR before or after the term of this Agreement.

4.10 Exemption from County Purchasing Act. Pursuant to TEX. LOC. GOV'T. CODE ANN. § 262 et seq., Commissioners Court hereby orders that this Agreement is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of personal or professional services.

4.11 Funding Out. Notwithstanding anything to the contrary herein, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of COUNTY, COUNTY may terminate this Contract after giving CONTRACTOR 20 days written notice that this Contract is terminated due to the failure to fund it.

4.12 CONTRACTOR acknowledges and agrees that COUNTY is under no obligation to refer any client to CONTRACTOR for services under this Agreement and this Agreement shall not be so construed.

## 5.0 RECORDS CONFIDENTIALITY AND ACCESS

5.1 Confidentiality. CONTRACTOR shall establish a method to secure the confidentiality of records and other information relating to services provided under this Agreement in accordance with the applicable federal, state and local laws, rules and regulations, and applicable professional ethical standards. This provision shall not be construed as limiting the right of COUNTY access to client information. Upon authorization from COUNTY to render client files anonymous, CONTRACTOR agrees to mask information identifying clients in a way that will not obstruct COUNTY'S monitoring and evaluation duties in any way.

5.2 Records Maintenance. CONTRACTOR shall create, maintain, and retain, and shall make reasonably available to COUNTY, all necessary and appropriate records, information, and documentation (including all accounting records) relating to services provided under the terms of this Agreement for a period of three (3) years after the provision of the services, or until any litigation concerning any of the services has been satisfactorily resolved, whichever occurs later. CONTRACTOR shall provide copies of such records to COUNTY upon written request to CONTRACTOR at a cost mutually agreed to by COUNTY and CONTRACTOR

5.3 Access to Records. COUNTY or its duly authorized representatives shall have access to any and all records, information and documentation of CONTRACTOR, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. CONTRACTOR shall maintain the records, information, and documentation in a readily available state and location, reasonably accessible to COUNTY or their authorized representatives.

5.4 Right to Contractual Material. All work products produced under this Agreement including programming, reports, charts, schedules, or other appended documentation to any responses, inquiries, correspondence, and related material submitted by CONTRACTOR will become property of the COUNTY.

## 6.0 AMENDMENTS / MODIFICATIONS

6.1 General. Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be in writing and signed by each party. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY COMMISSIONERS COURT.

6.2 Requests for Changes. CONTRACTOR shall submit all requests for changes to the terms of this Agreement or any attachment to it to the Director with a copy to the Purchasing.

6.3 Purchasing Agent Authority. Contractor understands and agrees that the Purchasing Agent has certain authority to approve an Amendment subject to applicable law (specifically the County Purchasing Act, TEX. LOC. GOV'T CODE, Chapter 262, and other applicable law) and County policy, as approved by the Commissioners Court. Within that authority, the Purchasing Agent may approve Amendment requests under this Contract. The Purchasing Agent will advise Contractor as to such authority upon submission of a request for Amendment; at any time, the Purchasing Agent may submit

any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to sign the Amendment.

7.0 OTHER PROVISIONS:

7.1 INDEMNIFICATION. CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY CONTRACTOR, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY CONTRACTOR UNDER THIS CONTRACT.

7.2 Copyrights, Patents & Licenses. CONTRACTOR represents and warrants that (i) all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights which may exist on materials used in this Agreement have been adhered to and (ii) the COUNTY shall not be liable for any infringement of those rights and any rights granted to the COUNTY shall apply for the duration of this Agreement. CONTRACTOR shall indemnify the COUNTY, its officers, agents, and employees from all claims, losses, damages, causes of action, and liability of every kind including expenses of litigation, court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses, or copyrights applicable to materials used in this Agreement.

7.3 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 CONTRACTOR or COUNTY in relation to the performance of this Agreement, CONTRACTOR shall give written notice to COUNTY of the claim or other action within three (3) working days after being notified of it or the threat of it; 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 herein. Except as otherwise directed, CONTRACTOR shall furnish to COUNTY copies of all pertinent papers received by CONTRACTOR with respect to these claims or actions.

7.4 Suspension. If CONTRACTOR fails to comply with any provision herein, COUNTY may, upon written notification to CONTRACTOR, suspend this Agreement in whole or in part and withhold further payments to CONTRACTOR, until CONTRACTOR is in compliance with the terms of this Agreement or Agreement is terminated as provided herein.

7.5 Non-Waiver of Default

7.5.1 No payment, act or omission by COUNTY may constitute or be construed as a waiver of any breach or default of CONTRACTOR which then exists or may subsequently exist.

7.5.2 All rights of COUNTY under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to COUNTY under it. Any

right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

7.6 Forfeiture of Contract If CONTRACTOR has done business with a Key Contracting Person during the 365 day period immediately prior to the date of execution of this Agreement or does business with any Key Contracting Person at any time after the date of execution of this Agreement and prior to the full performance of this Agreement, CONTRACTOR shall forfeit all benefits of this Agreement and COUNTY shall retain all performance by CONTRACTOR and recover all considerations, or the value of all consideration, paid to CONTRACTOR pursuant to this Agreement, provided, however, that this section may be waived by Commissioners Court pursuant to Section 3(g) of the Travis County Ethics Policy.

7.7 Entire Agreement

7.7.1 Entire Agreement. All written or oral agreements between the parties to this Agreement related 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 Agreement or in the policies and procedures approved by Commissioners Court for County. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.

7.7.2 Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by CONTRACTOR in accordance with all the provisions of this Agreement.

- 7.7.2.1 Attachment A – Scope of Services
- 7.7.2.2 Attachment B – Fee Schedule
- 7.7.2.3 Attachment C – Insurance Requirements
- 7.7.2.4 Attachment D – Ethics Affidavit including:  
Exhibit 1 - List of Key Contracting Persons
- 7.7.2.5 Attachment E –Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary  
Exclusion for Covered Contracts

7.8 Notices:

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

7.8.2 County Address. The address of County for all purposes under this Agreement shall be:

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

With copies to (registered or certified mail with return receipt is not required):

Estela Medina (or her successor)  
Chief Juvenile Probation Officer  
Travis County Juvenile Probation Department  
P.O. Box 1748  
Austin, Texas 78767

7.8.3 Contractor Address. The address of CONTRACTOR for all purposes under this Agreement and for all notices hereunder shall be:

Advanced Trauma Solutions  
11 Melrose Drive, Suite 200  
Farmington, CT 06032

7.9 Change of Address. Each party may change the address for notice to it by giving written notice of the change in compliance with Section 7.8. Any change in the address shall be reported within fifteen (15) days of the change.

7.10 Authority: The DIRECTOR or her designee will act on behalf of COUNTY with respect to the work to be performed under this Agreement. The DIRECTOR shall have complete authority to interpret and define in writing COUNTY'S policies and decisions with respect to CONTRACTOR'S services. The DIRECTOR may designate representatives to transmit instructions and receive information.

7.11 Dispute Resolution - Administration by Purchasing Agent. When the CONTRACTOR and/or COUNTY have been unable to successfully resolve any question or issue related to this COUNTY, the CONTRACTOR or COUNTY shall then present the matter to the Purchasing Agent by providing the Purchasing Agent with written notice of the dispute. Such notice shall contain a specific written description of the issues involved as well as the CONTRACTOR's requested resolution of the dispute and any other relevant information which CONTRACTOR desires to include. As of the receipt of such notice by the Purchasing Agent, the Purchasing Agent will act as the COUNTY representative in any further issuances and in the administration of this Contract in relation to the described dispute. Unless otherwise stated in this Contract, any document, notice or correspondence in relation to the disputes at this stage not issued by or to the Purchasing Agent is may be considered void. If the CONTRACTOR does not agree with any document, notice or correspondence relating to the dispute issued by the Purchasing Agent or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent with a copy to the Director within ten (10) calendar days after receipt of the document, notice or correspondence, outlining the exact point of disagreement in detail. The Purchasing Agent will issue a written notice of the final resolution of the dispute to the Contractor within thirty (30) days of receipt of the initial written notice of dispute by the Purchasing Agent. If this final resolution does not resolve the dispute to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. The Purchasing Agent will provide a copy of such response to the Director. This Notice of Appeal must be submitted within ten (10) calendar days after receipt of the unsatisfactory final resolution. Contractor then has the right to be heard by Commissioners Court and the Purchasing Agent will coordinate placing the matter on the Commissioners Court agenda.

7.12 Mediation. If the Contractor is not satisfied with the resolution of the dispute pursuant to paragraph 7.11, Contractor shall notify the Travis County Management representing this contract, and, if mediation is acceptable to both Parties in resolving the dispute arising under this Contract, the Parties agree to use the Dispute Resolution Center of Austin, Texas, or another mediation group as chosen by County and approved by Contractor, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 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 shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless both Parties agree, in writing, to waive the confidentiality.

7.13 Cooperation and Coordination. CONTRACTOR shall cooperate and coordinate with COUNTY staff and other contractors as reasonable and necessary and as required by the DIRECTOR.

7.14 Independent Contractor. The parties expressly acknowledge and agree that CONTRACTOR is an independent contractor, operating solely in that capacity, and assumes all of the rights, obligations and liabilities applicable to him as an independent contractor. CONTRACTOR shall not be considered an employee of COUNTY, or gain any rights against COUNTY pursuant to the COUNTY'S personnel policies.

7.15 Governing Law. The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

7.15.1 Severability. 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 limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

7.15.2 Law and Venue. All obligations under this Agreement shall be performable in Travis County, Texas. Venue for any litigation concerning this Agreement shall be in the City of Austin, Travis County.

7.15.3 Assignment. No 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 CONTRACTOR that no officer, agent, employee or representative of COUNTY has any authority to assign any part of this Agreement unless expressly granted that authority by Commissioners Court.

7.16 Binding Contract. Notwithstanding any other provision of this Agreement, this Agreement shall be binding upon and inure to the benefit of the COUNTY and the CONTRACTOR and their respective successors, executors, administrators, and assigns. Neither the COUNTY nor the CONTRACTOR may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.

7.17 Performance of Other Services. As a part of this Agreement, it is understood that CONTRACTOR is free to provide services outside this Agreement as it sees fit at those times which CONTRACTOR is not obligated to COUNTY. It is also understood that COUNTY is free to have more than one contractor providing the type of services included in this Agreement.

7.18 Survival. Conditions and covenants of this Agreement which by their terms are performable after the termination, expiration, or end of this Agreement shall survive such termination, expiration, or end and remain fully performable.

7.19 Interpretational Guidelines

7.19.1 Computation of Time. When any period of time is stated in this Agreement, 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 COUNTY has declared a holiday for its employees, these days shall be omitted from the computation.

7.19.2 Number and Gender. Words of any gender in this Agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Agreement clearly requires otherwise.

7.19.3 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.

7.20 Conflict of Interest Questionnaire: If required by Chapter 176, Texas Local Government Code, the Consultant shall complete and file a Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. The Consultant shall update this Questionnaire by September 1 of each year for the duration of this Contract, as required by Chapter 176 of the Local Government Code. In addition, if any statement on a submitted Questionnaire becomes incomplete or inaccurate, the Consultant shall submit an updated Questionnaire. The Consultant should note that the law requires the County to provide access to a filed Questionnaire on the official Travis County Internet website.

7.21 The person or persons signing this Agreement on behalf of CONTRACTOR, or representing themselves as signing this agreement on behalf of CONTRACTOR, do hereby warrant and guarantee that he, she or they have been duly authorized by CONTRACTOR to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR validly and legally to all terms, performances, and provisions in this Agreement.

DUPLICATE ORIGINALS

This Agreement will be executed in duplicate originals and be effective when executed by both parties.

**Advanced Trauma Solutions**

**Travis County**

Judith Ford

\_\_\_\_\_

By: Judith Ford, President  
Name and Title (Printed)

By: Samuel T. Biscoe  
Travis County Judge

Date: 12/2/13

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

Approved as to Legal Form By:

\_\_\_\_\_  
Assistant County Attorney

Funds Verified By:

\_\_\_\_\_  
Nicki Riley, County Auditor

Approved by Purchasing:

\_\_\_\_\_  
Cyd Grimes, C.P.M., CPPO Purchasing Agent

**ATTACHMENT A**  
**SCOPE OF SERVICES**

## **TARGET Implementation - Scope of Project Travis County Juvenile Probation Department**

### **CURRICULUM & DESCRIPTION OF THE TARGET MODEL**

TARGET is an educational and therapeutic intervention for the prevention and treatment of traumatic stress disorders. TARGET teaches a seven-step sequence of skills - the FREEDOM Steps - designed to enable youth and adults to understand and gain control of trauma-related reactions triggered by current daily life stressors. TARGET uses the FREEDOM steps to help youth and adults recognize and purposefully utilize their personal strengths when experiencing stress reactions in their current lives. TARGET thus both empowers and challenges trauma survivors, and the professionals working with them, to become highly focused and mindful, to make good decisions, and to build healthy relationships.

The focus in TARGET is on shifting the way a person processes information and emotions so that s/he is able to live life and make sense of memories without being trapped in an alarm state. TARGET explains post-traumatic symptoms as the product of an ingrained, but reversible, biological change in the brain's alarm and information processing systems and the body's stress response systems. Using graphics and simple language, TARGET describes the stress response system as an "alarm" in the brain that is triggered by trauma or extreme stress. When the brain becomes stuck in "alarm" mode a person cannot access the brain's capacities for clear thinking, and therefore reacts to all types of current stressors as survival threats. This causes serious difficulties in their relationships and daily life activities that can be addressed by using the FREEDOM skill set.

### **FREEDOM Steps**

TARGET is designed to address the primary personal issues that are related to trauma, such as PTSD symptoms, rage, traumatic grief, survivor guilt, shame, interpersonal rejection, and existential/spiritual alienation. The seven core skills in TARGET are taught by coaching and guided practice, and are described by the acronym, FREEDOM.

***Focus:*** Being focused helps a person pay attention and think about what's happening right now instead of just reacting based on alarm signals tied to past trauma. This step teaches participants to use the SOS skill (Slow down, Orient, Self-check) to pay attention to body signals and the immediate environment to focus on one main thought.

***Recognize triggers:*** Recognizing trauma triggers enables a person to anticipate and reset alarm signals as they learn to distinguish between a real threat and a reminder. This step helps participants identify personal triggers, take control, and short circuit alarm reactions.

***Emotion self-check:*** The goal of this skill is to identify two types of emotions. The first are "alarm" or reactive emotions such as terror, rage and guilt. The second type of emotion, "main" emotions, include positive feelings and feelings that represent positive strivings. By balancing both kinds of emotions a person can reflect and draw on his/her own values and hopes even when the alarm is activated.

***Evaluate thoughts:*** When the brain is in alarm mode, thinking tends to be rigid, global, and catastrophic. Evaluating thoughts, as with identifying emotions, is about achieving a healthier balance of positive as well as negative thinking. Through a 2-part process, participants learn to evaluate the situation and their options with a focus on how they choose to act – moving from reactive thoughts to "main" thoughts.

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## **TARGET Implementation - Scope of Project Travis County Juvenile Probation Department**

**Define goals:** Reactive goals tend to be limited to just making it through the immediate situation or away from the source of danger. These reactive goals are necessary in true emergencies, but they do not reflect a person's "main" goals of doing worthwhile things right now and for ultimately achieving a good and meaningful life. This step teaches a person how to begin to create "main" goals that reflect their deeper hopes and values.

**Options:** This step helps identify the positive intentions that are often hidden by the more extreme reactive options generated by the alarm system. This opens the possibility for a greater range of options that take into consideration one's own needs and goals as well as those of others.

**Make a contribution:** The ultimate goal of TARGET is to empower adults and young people to think clearly enough to feel in control of their alarm reactions and, as a result, to be able to fairly recognize the contribution they are making not only to their own lives but also to making other people's lives better.

The FREEDOM steps validate strengths rather than emphasizing symptoms, failings, or deficits. The ultimate goal of TARGET is to empower individuals and families to think clearly enough to 1) understand, recognize, and be in control of their stress/alarm reactions, and 2) gain the sense of self-confidence and hope that comes from being able to fairly recognize the contribution they are making to their own lives and to the lives of others. TARGET also has been shown to reduce behavioral and emotional problems and enhance adaptive functioning of youths involved in delinquency (Ford et al., 2012), youths in secure juvenile justice facilities (Ford & Hawke, 2012) including those with severe mental health problems (Marrow et al., 2012), and to reduce dangerous incidents and use of physical restraints in secure juvenile justice facilities (Ford & Hawke, 2012; Marrow et al., 2012). Recidivism also was found to be reduced among youth who were in detention facilities when TARGET was provided (Ford & Hawke, 2012).

The TARGET curriculum is manualized and adapted for delivery in an individual, group, and home-based family format. TARGET is taught to, and implemented by, educators, case managers, direct care staff, and corrections officers, as well as Masters or Doctoral level clinicians. TARGET uses language, educational materials, and training and implementation activities that are geared to a wide range of educational and professional levels and backgrounds. The curriculum handouts have been translated into Spanish according to the guidelines for cultural and linguistic translation outlined in Translation of English Materials to Spanish, National Child Traumatic Stress Network Culture and Trauma Briefs, v1 n3, April 2006, Luis Flores, M.A.

TARGET is delivered as a 10-session group, 12-session individual, and 12-16 session family model and can be conducted either as a psycho-educational or therapeutic intervention depending on the skills of the facilitator. As a group intervention, sessions are up to 1 hour in length and can be held either once or twice per week. For youth who have cognitive delays or severe attentional difficulties TARGET can be done in 20 half-sessions for up to 30 minutes. Group size should be limited to 6-8 youth or fewer, done only as a gender-specific model, and in a closed group format.

### **IMPLEMENTATION & TRAINING OF CURRICULUM**

ATS provides an intensive training and rigorous quality assurance program for agencies interested in learning to use the TARGET treatment model in their programs. Training includes a series of components designed to guide administrators, clinical staff, and line staff through an intensive learning process that prepares them to implement TARGET concepts and skills in group, individual, and family settings, and in the milieu.

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## **TARGET Implementation - Scope of Project Travis County Juvenile Probation Department**

This process takes place over an extended period of time in order to facilitate learning, build confidence and competence, and ensure fidelity to the model. Implementation components include trauma and PTSD screening tools, TARGET manuals and materials, outcomes measurement/monitoring consultation, intensive onsite training, ongoing consultation & support, and quality assurance/fidelity monitoring. Additional trauma-informed training courses that are optional are listed in a separate section below.

The ATS team is committed to building an ongoing relationship with agencies that is based on a common commitment to addressing the long-term effects of trauma on youth, adults, and families receiving services in their programs, and a desire to provide the right tools for staff working in these programs. The ultimate goal of ATS is to develop a consistent educational and therapeutic approach to trauma-informed care throughout systems of care for individuals and their families who have experienced overwhelming and life-changing stress.

A new TARGET certification process prepares counselors to deliver TARGET in family, group, and individual modalities and in the milieu. Through a process of training, consultation, applied field experience, fidelity review, and direct feedback on progress over a period of 12-15 months, a clinician, case manager, or line staff can achieve certification status. This will assure CSSD that programs across the state are delivering TARGET with fidelity and integrity, that they are adhering to the model with competence, and that youth will benefit from trauma-informed services.

### **Training Components**

All TARGET Training Courses are designed for counselors, case managers, case managers, corrections and line staff, juvenile probation officers, program directors and administrators and are delivered in the following order.

#### TARGET On-Line Learning Course - 3 hours (required for all program staff and program directors )

This on-line learning course offers an overview of the TARGET concepts and FREEDOM skill set, demonstrations of TARGET therapy with adolescents and parents, and additional background information on working with and engaging the juvenile justice and child welfare populations. Each of the modules include brief descriptions of the TARGET concepts presented by Dr. Ford and test questions to assess the level of information assimilation. A pre-post knowledge test accompanies the On-line TARGET course for all program staff.

This course will be available 24/7 by desktop, laptop, or mobile devices and offers CSSD program staff the flexibility of taking the course in one sitting or spreading it out over several convenient learning sessions. ATS will track and report learner activity and scores on tests that will be integrated into each module. This will be a required training component for all staff who are planning to conduct TARGET groups. It will also be available for staff who will not be engaged in providing TARGET therapy but who would benefit from understanding a trauma-informed approach.

#### TARGET Level 1 Training - 3 days (required for all program staff preparing to conduct TARGET groups)

TARGET is an educational and therapeutic approach for the prevention and treatment of complex post-traumatic stress disorder (C-PTSD). This workshop will provide an overview of the TARGET conceptual framework and FREEDOM skill set developed by Dr. Julian Ford to address the core issue for trauma survivors, trauma-related biological reactivity. This workshop will redefine the nature and dynamics of psychological trauma and explain how trauma causes post-traumatic stress by changing the brain and body's stress response systems. TARGET is an approach that enhances resilience by helping survivors move from survival coping to emotional, cognitive, physiological, and relational regulation. This initial training will cover the impact of traumatic stress of the brain, social and emotional development, and ability to regulate affect; the neurobiology of stress and coping; and introduction to the key concepts, terms, and skills for using TARGET. This training will be required for all staff who conduct TARGET groups. A pre-post

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## **TARGET Implementation - Scope of Project Travis County Juvenile Probation Department**

knowledge test and satisfaction questionnaires on the TARGET curriculum accompanies the Level 1 training (3 days) for all program staff who will conduct TARGET groups, individual treatment, or family therapy.

### TARGET Level 2 Refresher and Skills Integration Training - 1 day (required every 1-2 years for all program staff conducting TARGET groups)

This workshop is designed for program staff who are using the TARGET skills with youth and families in their roles as counselors, clinical coordinators, educational specialists, case workers, corrections officers, or juvenile probation officers. The focus of this workshop will be on understanding and integrating key TARGET concepts, and practical application of the FREEDOM skills. Participants will have the opportunity to work on applying the FREEDOM steps fluidly to help clients process stressful experiences and build resilience. Problem areas commonly confronted by counselors working with youth and families will be addressed through discussion and role-play of written case vignettes. This training will be required for all staff who conduct TARGET groups. Satisfaction questionnaires accompany the TARGET Level 2 fresher training.

### Written Materials and Instructional Content (included for all program staff as needed)

ATS has developed a training curriculum and detailed manuals, client handouts, visual aids, posters, and other tools to support the rollout of the TARGET program. Manuals have been developed for youth in group and individual treatment settings, adults, and a home-based adaptation for families; the client handouts have been culturally and linguistically translated into Spanish. These materials are designed to engage clients in treatment and assist group, individual, and home-based treatment providers to guide participants through the FREEDOM steps. Written in simple language and organized session by session, these materials provide step by step instruction, discussion guides, scripts, and activities to make individual and group sessions interesting and engaging learning experiences.

## **QUALITY ASSURANCE – COACHING AND FIDELITY MONITORING**

To increase the effectiveness of TARGET dissemination and implementation, ATS has developed a QA process that facilitates both declarative and procedural knowledge. Declarative knowledge refers to what group facilitators and other staff know about TARGET. For example, can they correctly explain an “alarm reaction” or define “triggers”? Procedural knowledge refers to what group facilitators actually do in a TARGET session. Can they apply the FREEDOM skill set to clients in an effective way that helps youth understand and change reactive behavior?

TARGET training is designed to teach declarative knowledge - an essential ingredient in the learning process. ATS uses a multiple choice, fill-in-the-blank pre and post training test to measure declarative knowledge and expects participants to score 75% or better on the post-test. However, a facilitator might be able to achieve a passing score on the test, but not be able to translate this knowledge into meaningful application of the concepts and skills with clients. Studies have shown that increases in declarative knowledge result in relatively small changes in actual therapist behavior or procedural knowledge. (McCluskey & Lovarini, 2005).

ATS has in place a quality assurance process designed to maximize fidelity/integrity of delivery of TARGET and adherence and competence by facilitators/counselors when implementing the intervention. The components of this QA process are:

- Fidelity review will be conducted by a TARGET coach at least once per/month for one hour with each facilitator. The review provides a supportive environment for: case discussion; sharing clinical successes and challenges; guidance on adapting TARGET for special populations and individuals; learning to use TARGET terminology in family, group, or individual work and in the milieu; discussion of family and group dynamics; ways to therapeutically manage client behavior; reinforcing the use of TARGET skills both in group and in the program milieu; applying the FREEDOM steps and other key TARGET concepts; problem-solving and enhanced teamwork; de-escalation techniques.

- A fidelity checklist comprised of 66 discrete items keyed to engagement, group structure, and each of the concepts/skills in the 10 sessions of the group curriculum. This checklist was created by the TARGET model

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## **TARGET Implementation - Scope of Project Travis County Juvenile Probation Department**

developer and ATS staff and represents both the declarative and procedural knowledge required to conduct TARGET sessions with sensitivity to the client and adherence to the model.

- A process for electronically delivering tapes of TARGET sessions to a secure and private on-line drop box where the TARGET coach can retrieve, review, and rate each tape for fidelity. This process has the advantages of streamlined handling, ease of transferring tapes from the programs to ATS, higher levels of security and protection of confidential health information, and no cost to the programs. Most importantly, the electronic transfer of tapes will decrease the lag between, 1) the time the session is recorded, and 2) the facilitator receives feedback on fidelity adherence.

- Individual fidelity coaching sessions for each facilitator who conducts TARGET groups. The TARGET coach provides a copy of the completed fidelity checklist and supportive one-on-one feedback to each facilitator based on fidelity ratings done by both the coach and by specially trained and neutral ATS fidelity monitors. This feedback includes both quantitative and qualitative information related to the model and to the level of client engagement. In addition, each quarter the facilitators and their supervisors are given a written quarterly report that includes their progress toward certification (number of consultations attended, trainings completed, and progress on fidelity over that period). Satisfaction questionnaires are distributed to participants twice per year.

- Just-in-Time Phone Consultation - ATS trainers will be available for phone consultations to clinicians, staff or administrators who need just-in-time trouble-shooting, debriefing, and preparation for upcoming challenges. ATS will provide a conference call line (at no cost to providers) that can be accessed from any location in order to accommodate the needs and busy schedules of providers and staff. These calls will be used for case discussion, problem-solving, skills-building, and information-sharing. Supervisors and program administrators can request individual phone consultation as needed. ATS will initiate consultation calls to program directors, and program/residential/facility staff whenever an issue of immediate importance (e.g., child safety risks, boundary violations) is observed on a taped TARGET session.

- Certification - all program staff members who work for community-based and residential programs and detention facilities will have the opportunity to achieve certification status in TARGET. Certification means those individuals have met all ATS standards and will receive a certificate stating that they are fully prepared and competent to conduct TARGET groups for a period of 1 year. Certification is both recognition of the commitment these individuals have made to their professional development, and assurance to the Judicial Branch that its investment in creating a trauma-informed system is being actualized. Recertification is described below.

- Applied field experience - staff members who are working toward certification will conduct a minimum of 2 rounds of TARGET groups per year in order to achieve competence in using TARGET skills effectively. The combination of real-world skills practice, support in attaining adherence to requisite TARGET components, and fidelity feedback is what leads to mastery and confidence on the part of therapists and positive outcomes for clients.

### **TARGET Certification Standards**

All program staff members who work for community-based and residential programs and detention facilities will have the opportunity to achieve certification status in TARGET. Certification means those individuals have met all ATS standards and will receive a certificate attesting to this achievement. Certification is both recognition of the commitment these individuals have made to their professional development, and assurance to the Judicial Branch that the investment the Department has made in creating a trauma-informed system is being actualized.

The goal of ATS is that every staff member who conducts TARGET groups with youth involved with juvenile justice will become certified. Certification is a process that involves active participation in all training and QA activities and achievement of high standards of fidelity over a period of 12-15 months. Once an individual has achieved certification, they will be required to meet second year standards for recertification. During the third year and thereafter these individuals will be able to retain certification with only minimal fidelity review and a 1-day refresher training.

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**TARGET Implementation - Scope of Project  
Travis County Juvenile Probation Department**

**TARGET Provider Certification Standards**

**Certification -**

- Complete TARGET Level 1 Training with a minimum score of 75% on written post test
- Facilitate a *minimum* of two full cycles of TARGET or T4
- Submit 18 session tapes on the first and second rounds of TARGET (8 tapes for T4)
- Achieve a minimum fidelity score of 3 on every fidelity item in at least 5 sessions of the second round of TARGET (4 sessions for T4)
- Attend at least 20 TARGET consultations and meet participation requirements
- *Complete all requirements within 12 to 15 months to achieve certification*

**Recertification - 12 months**

- Complete Level 2 Training with a minimum of 80% on written post test
- Complete two full cycles of TARGET or T4
- Submit 5+ session tapes for each cycle of TARGET (4 tapes for T4)
- Achieve a minimum fidelity score of 3 on every fidelity item in at least 5 sessions of each round of TARGET (4 sessions for T4)
- Attend at least 20 TARGET consultations and meet participation requirements
- Complete all requirements within 12 months to achieve recertification

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Advanced Trauma Solutions: Proposal to Travis County Juvenile Probation Dept.  
August 14, 2013

*Year 1 - Services & Materials*

**Materials Included**

Group Manuals (20)  
Training Packets (20)  
Mini-Manuals (1 spanish, 21)  
Spanish Handouts (8)  
Stress Cards (50)  
SOS Cards (50)  
Brochures (50)  
SOS Wristbands (50)  
FREEDOM Step Poster (20)

**Services**

On-site introduction to TARGET and Start-up discussion (1 day)  
Level One TARGET Training (3 days)  
Phone consultation groups (44 hours)  
Fidelity Monitoring (180 hours)  
Consultation to Leadership Team (18 hours)

**274 hours @ \$389.50 per hour = \$106,723.00**

**ATTACHMENT C**  
**INSURANCE REQUIREMENTS**

Contractor shall have, and shall require all subcontractors providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or alternate insurance options shall be imposed as follows:

**I. General Requirements Applicable to All Contractors' Insurance.**

The following requirements apply to the Contractor and to Subcontractor(s) performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

- A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.
- B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VIII or higher.
- C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to County immediately upon execution of this Contract.
- D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Travis County Purchasing Agent within ten (10) working days of execution of the contract by both parties or the effective date of the Contract, whichever comes first. The Certificate(s) shall show the Travis County contract number and all endorsements by number.
- E. Insurance required under this Contract which names Travis County as Additional Insured shall be considered primary for all claims.
- F. Insurance limits shown below may be written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.
- G. County shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.
- H. County reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.
- I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.

J. Insurance coverage specified in this Contract is not intended and will not be interpreted to limit the responsibility or liability of the Contractor or subcontractor(s).

## II. Specific Requirements

The following requirements (II.A - II.E, inclusive) apply to the Contractor and Subcontractor(s) performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

### A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are:
  - \$500,000 bodily injury each accident
  - \$500,000 bodily injury by disease
  - \$500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Travis County and City of Austin:
  - a. Waiver of Subrogation (Form 420304)
  - b. Thirty (30) day Notice of Cancellation (Form 420601)

### B. Commercial General Liability Insurance

1. Minimum limit:
  - \$500,000\* per occurrence for coverage A and B with a
  - \$1,000,000 policy aggregate
2. The Policy shall contain or be endorsed as follows:
  - a. Blanket contractual liability for this Contract
  - b. Independent Contractor Coverage
3. The Policy shall also include the following endorsements in favor of Travis County
4.
  - a. Waiver of Subrogation (Form CG 2404)
  - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
  - c. Travis County named as additional insured (Form CG 2010)

\* **Supplement Insurance Requirement** If child care, or housing arrangements for clients is provided, the required limits shall be:

\$ 1,000,000 per occurrence with a  
\$ 2,000,000 policy aggregate

C. Business Automobile Liability Insurance†

1. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$300,000\* per occurrence
2. Policy shall also include the following endorsements in favor of Travis County
  - a. Waiver of Subrogation (Form TE 2046A)
  - b. Thirty (30) day Notice of Cancellation (Form TE 0202A)
  - c. Travis County named as additional insured (Form TE 9901B)

† **Alternative Insurance Requirement**

If NO transportation services of any type is provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of \$ 100,000/\$300,000/\$50,000 may be provided in lieu of Business Automobile Liability Insurance

D. Professional Liability/E & O Insurance

1. Coverage shall be provided with a minimum limit of \$1,000,000 per claim /\$3,000,000 aggregate to cover injury to a child while the child is in the care of Contractor or Subcontractor and to cover negligent acts, sexual harassment, errors, or omissions arising out of Professional Services under this Contract.
2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date this Contract is signed and/or effective, whichever comes first. Coverage shall include a three (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting dates.
3. Subcontractor(s) who are not covered under Contractor's professional liability insurance shall provide Contractor with current certificates of insurance annually on the renewal date of their insurance policy.

E. Blanket Crime Policy Insurance

1. If an advance against Contract Funds is requested or received in an amount greater than \$5,000, a Blanket Crime Policy shall be required with limits of the Contract Funds allocated in the Contract or the amount of scheduled advances.
2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three- (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.

**ATTACHMENT D**  
**ETHICS AFFIDAVIT**

STATE OF TEXAS  
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: 12/3/13  
Name of Affiant: Judith Ford  
Title of Affiant: President  
Business Name of Proponent: Advanced Trauma Solutions  
County of Proponent: Hartford

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Proponent to make this affidavit for Proponent.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Proponent has received the list of key contracting persons associated with this solicitation which is attached to this affidavit as Exhibit "1".
5. Affiant has personally read Exhibit "1" to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit "1" with whom Proponent is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in the solicitation.

Judith Ford  
Signature of Affiant  
11 Melissa Dr. Farmington CT 06032  
Address

SUBSCRIBED AND SWORN TO before me by Sarah Kazimierczak on Dec 3rd, 2013

Sarah Kazimierczak  
Notary Public, State of Connecticut  
Typed or printed name of notary  
My commission expires: March 31, 2014

SARAH KAZIMIERCZAK  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MAR. 31, 2014

**EXHIBIT 1**  
**LIST OF KEY CONTRACTING PERSONS**  
**October 9, 2013**

**CURRENT**

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge .....	Samuel T. Biscoe	
County Judge (Spouse) .....	Donalyn Thompson-Biscoe	
Executive Assistant .....	Cheryl Brown	
Executive Assistant .....	Melissa Velasquez	
Executive Assistant .....	Josie Z. Zavala	
Executive Assistant .....	David Salazar*	
Commissioner, Precinct 1 .....	Ron Davis	
Commissioner, Precinct 1 (Spouse) .....	Annie Davis	Seton Hospital
Executive Assistant .....	Deone Wilhite	
Executive Assistant .....	Felicitas Chavez	
Commissioner, Precinct 2 .....	Bruce Todd*	
Commissioner, Precinct 2 (Spouse) .....	Elizabeth Christian	Consultant
Executive Assistant .....	Sara Krause*	
Executive Assistant .....	Joe Hon	
Executive Assistant .....	Peter Einhorn	
Commissioner, Precinct 3 .....	Gerald Daugherty*	
Commissioner, Precinct 3 (Spouse) .....	Charyl Daugherty	Consultant
Executive Assistant .....	Bob Moore*	
Executive Assistant .....	Martin Zamzow*	
Executive Assistant .....	Barbara Smith*	
Commissioner, Precinct 4 .....	Margaret Gomez	
Executive Assistant .....	Edith Moreida	
Executive Assistant .....	Norma Guerra	
County Treasurer .....	Dolores Ortega-Carter	
County Auditor .....	Nicki Riley	
County Executive, Administrative .....	Vacant	
County Executive, Planning & Budget .....	Leslie Browder	
County Executive, Emergency Services.....	Danny Hobby	
County Executive, Health/Human Services .....	Sherri E. Fleming	
County Executive, TNR .....	Steven M. Manilla, P.E.	
County Executive, Justice & Public Safety.....	Roger Jefferies	
Director, Facilities Management .....	Roger El Khoury, M.S., P.E.	
Interim Chief Information Officer .....	Tanya Acevedo	
Director, Records Mgmt & Communications.....	Steven Broberg	
Travis County Attorney .....	David Escamilla	
First Assistant County Attorney .....	Steve Capelle	
Executive Assistant, County Attorney.....	James Collins	
Director, Land Use Division .....	Tom Nuckols	
Attorney, Land Use Division .....	Julie Joe	
Attorney, Land Use Division .....	Christopher Gilmore	
Director, Transactions Division .....	John Hille	
Attorney, Transactions Division .....	Daniel Bradford	
Attorney, Transactions Division .....	Elizabeth Winn	
Attorney, Transactions Division .....	Mary Etta Gerhardt	
Attorney, Transactions Division .....	Barbara Wilson	
Attorney, Transactions Division .....	Jim Connolly	
Attorney, Transactions Division .....	Tenley Aldredge	
Director, Health Services Division.....	Beth Devery	
Attorney, Health Services Division.....	Prema Gregerson	

Purchasing Agent .....Cyd Grimes, C.P.M., CPPO  
 Assistant Purchasing Agent .....Marvin Brice, CPPB  
 Assistant Purchasing Agent.....Bonnie Floyd, CPPO, CPPB, CTPM  
 Purchasing Agent Assistant IV.....CW Bruner, CTP  
 Purchasing Agent Assistant IV.....Lee Perry  
 Purchasing Agent Assistant IV.....Jason Walker  
 Purchasing Agent Assistant IV.....Richard Villareal  
 Purchasing Agent Assistant IV.....Patrick Strittmatter  
 Purchasing Agent Assistant IV.....Lori Clyde, CPPO, CPPB  
 Purchasing Agent Assistant IV.....Scott Wilson, CPPB  
 Purchasing Agent Assistant IV.....Jorge Talavera, CPPO, CPPB  
 Purchasing Agent Assistant IV.....Loren Breland, CPPB  
 Purchasing Agent Assistant IV.....John E. Pena, CTPM  
 Purchasing Agent Assistant IV.....Rosalinda Garcia  
 Purchasing Agent Assistant IV.....Angel Gomez\*  
 Purchasing Agent Assistant III.....Shannon Pleasant, CTPM  
 Purchasing Agent Assistant III.....David Walch  
 Purchasing Agent Assistant III.....Michael Long, CPPB  
 Purchasing Agent Assistant III.....Jesse Herrera, CTP, CTPM, CTCM  
 Purchasing Agent Assistant III.....Sydney Ceder\*  
 Purchasing Agent Assistant III.....Ruena Victorino\*  
 Purchasing Agent Assistant III.....Rachel Fishback\*  
 Purchasing Agent Assistant II .....Vacant  
 Purchasing Agent Assistant II .....L. Wade Laursen  
 Purchasing Agent Assistant II .....Sam Francis  
 HUB Coordinator.....Sylvia Lopez  
 HUB Specialist .....Betty Chapa  
 HUB Specialist .....Jerome Guerrero  
 Purchasing Business Analyst.....Scott Worthington  
 Purchasing Business Analyst.....Jennifer Francis

**FORMER EMPLOYEES**

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Purchasing Agent Assistant II .....	Jayne Rybak, CTP .....	12/14/13
Commissioner, Precinct 3 .....	Karen Huber .....	01/01/14
Executive Assistant .....	Garry Brown.....	01/01/14
Executive Assistant .....	Julie Wheeler.....	01/01/14
Executive Assistant .....	Jacob Cottingham.....	01/01/14
Commissioner, Precinct 2 .....	Sarah Eckhardt ...	05/ 31/14
Purchasing Agent Assistant III.....	Nancy Barchus, CPPB.....	06/28/14

\* - Identifies employees who have been in that position less than a year.

**ATTACHMENT E**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Federal Executive Order 12549 requires Travis County to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification, the contractor/potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government or Travis County may pursue available remedies, including suspension and/or debarment.
2. The potential contractor shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principle," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by a federal department or agency, and/or Travis County, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract?     YES   X   NO

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts "without modification, in all covered subcontracts"; and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all 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 certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract 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, any federal agency and/or Travis County may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Indicate in the appropriate box which statement applies to the covered contractor/potential contractor:

The contractor/potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency, the State of Texas, or Travis County.

The contractor/potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the contractor/potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor

Vendor I.D. or Social Security No.

Advanced Trauma Solutions, Inc.

FIN 80-0226914

Judith Ford

12/2/13 Judith Ford, President

Signature of Authorized Representative

Date

Printed/Typed Name & Title of Authorized Representative



## Travis County Commissioners Court Agenda Request

**Meeting Date:** December 20, 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:** Approve Interlocal Agreement with Lake Travis Fire and Rescue for Wildfire Mitigation Services

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.

Balcones Canyonlands Preserve currently has dead trees and vegetation that pose a serious risk to public safety. The large areas of dead trees pose a wildfire hazard if near ignition sources. Wildfires could also negatively impact endangered species on preserve land.

Lake Travis Fire and Rescue will provide the labor, material and equipment necessary to perform wildfire mitigation services on a as needed basis.

- **Contract Expenditures:** Within the last \_\_\_ months \$0.00 has been spent against this contract/requirement.
- **Contract-Related Information:**
  - Award Amount: As needed
  - Contract Type: Interlocal Agreement
  - Contract Period: December 23, 2013 – December 22, 2014
- **Contract Modification Information: N/A**
  - Modification Amount:
  - Modification Type:
  - Modification Period:

➤ **Solicitation-Related Information: N/A**

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

➤ **Special Contract Considerations: N/A**

- Award has been protested; interested parties have been notified.
- Award is not to the lowest bidder; interested parties have been notified.
- Comments:

➤ **Funding Information:**

- SAP Shopping Cart #: N/A
- Funding Account(s): 1490120115/511610  
Funds Reservation No. 300000718
- Comments:

*Mike*  
~~12-11-13~~  
*MB*



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

---

700 Lavaca, 5<sup>th</sup> Floor  
Travis County Administration Building  
P. O. Box 1748  
Austin, Texas 78767  
(512) 854-9383  
FAX (512) 854-4697

RECEIVED  
TRAVIS COUNTY  
PURCHASING  
OFFICE  
2013 DEC 10 PM 4:00

December 9, 2013

**MEMORANDUM**

**TO:** Cyd Grimes, County Purchasing Agent  
*Carol B. [unclear]*  
**FROM:** Steven M. Manilla, P.E., County Executive  
**SUBJECT:** Interlocal Agreement for Wildfire Mitigation Services

Attached for your review and preparation for Court approval is a draft of an Interlocal Agreement between Travis County and Lake Travis Fire and Rescue for Wildfire Mitigation Services.

Currently, there are several areas in the BCP Preserve with dead trees and vegetation that pose a serious risk to public safety. Large areas of dead trees left standing may pose a wildfire hazard if near ignitions sources. Wildfires could also negatively impact endangered species on preserve land. Lake Travis Fire and Rescue will provide the labor, material and equipment necessary to perform wildfire mitigation services on an as needed basis.

Cost Center: 1490120115      Commitment Item: 511610      Budget: \$87,600

The funds have been reserved on Funds Reservation 300000718.

If you have any questions regarding this matter, please contact Mickey Roberts at (512)854-6613.

cc: Jon White, TNR  
Wendy Connally, TNR  
Bill Simper, TNR  
Christopher Gilmore, County Attorney's Office  
Christina Jensen, TNR

Handwritten initials in blue ink, possibly "JW" or similar.

## **INTERLOCAL COOPERATION AGREEMENT FOR WILDFIRE MITIGATION SERVICES**

This Interlocal Cooperation Agreement (this "Agreement") is made and entered into by and between Travis County, a political subdivision of the State of Texas (the "County"), and Travis County Emergency Services District Number 6, also known as Lake Travis Fire and Rescue ("LTFR"), (collectively, the "Parties"), pursuant to the authority granted and in compliance with Tex. Const. Art. III, Sec. 64, and The Interlocal Cooperation Act, Chapter 791, Tex. Gov't Code Ann.

WHEREAS, the County manages parks, preserves, and other lands within Travis County;

WHEREAS, prolonged drought conditions in Central Texas have increased fuel loads and the risk of devastating wildfires within the County;

WHEREAS, the County desires to have wildfire mitigation services, including prescriptive tree trimming and fuel management, performed at various parks, preserves, and other lands managed by the County;

WHEREAS, the LTFR has the necessary staff and equipment to perform wildfire mitigation services for the County; and

WHEREAS, the County and LTFR desire to enter into this Agreement to provide for such services;

NOW, THEREFORE, in consideration of the covenants and payments set forth herein, the amount and sufficiency of which are hereby acknowledged, the County and LTFR mutually agree as follows:

### **SECTION 1. SCOPE OF SERVICES; REQUEST FOR SERVICES**

A. Upon the County's request, LTFR agrees to furnish all personnel, labor, material, and equipment necessary to perform wildfire mitigation services, including prescriptive tree trimming and pruning services (the "Services") on County-managed lands in accordance with the terms and conditions of this Agreement.

B. County's Agent. The County Executive of the Travis County Transportation and Natural Resources Department, or his designee (the "County Executive") is hereby designated as the County's agent for the performance of services pursuant to this Agreement.

C. Request for Service. The County Executive may initiate services under this Agreement by submitting a request to LTFR. For each request, the County Executive will

identify the area within County-managed land that requires Services, describe the nature and extent of the Services to be performed, and the time within which the County desires the Services requested to be started and to be completed.

D. Within ten working days after receiving a request from the County Executive, LTFR will provide the County Executive a schedule for the performance of the Services, including the time within which Services will begin and be completed, and an itemized statement of the costs and expenses for requested Services.

E. Upon receipt of a schedule and itemized cost statement from LTFR and approval by the County Executive of the schedule and itemized cost, the Travis County Purchasing Office will prepare a purchase order that:

- (1) identifies the location and the nature and extent of the Services to be performed,
- (2) sets forth the schedule for the performance of the Services, including the time within which Services will begin and be completed, and
- (3) contains the itemized statement from LTFR of the costs and expenses for the requested Services to be performed under that purchase order.

G. LTFR will not perform any Services under this Agreement unless and until it receives a purchase order signed by the Travis County Purchasing Agent or her designated representative.

H. The terms and conditions contained in this Agreement prevail over different or contrary terms in any purchase order.

I. Nothing in this Agreement requires the County to have Services performed by LTFR.

## **SECTION 2. COMPENSATION**

A. The County will compensate LTFR for performance of the Services in accordance with each purchase order submitted by the Travis County Purchasing Agent or her designee.

B. On or before the fifteenth day of the month following a month in which LTFR performs Services for the County, LTFR will send the County a correct and complete itemized invoice as more fully described below.

C. The County will make payment by check or by warrant upon satisfactory completion of the Services and submission of a correct and complete invoice to the Travis County Auditor's Office, with copies to the Travis County Purchasing Agent and the County, at the addresses listed below:

Travis County Auditor's Office  
P.O. Box 1748  
Austin, Texas 78767

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

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

D. In order to be considered "correct and complete," an invoice must include at least the following information:

- (1) name, address, and telephone number of LTFR and similar information in the event payment is to be made to a different address;
- (2) the Agreement and purchase order number;
- (3) identification of items and services provided as outlined in the purchase order;
- (4) quantity or quantities, applicable unit prices, total prices, and total amount, including date(s) of performance, and the amount of time, materials, and supplies, and all authorized expenses expended in performance of the Services; and
- (5) any additional payment information which may be called for by this Agreement.

E. The County will pay LTFR at the address shown on its invoice the amount due within 30 days after receipt of a correct and complete invoice as defined above. Interest on delinquent accounts will be governed by Chapter 2251 of the Texas Government Code.

F. At its option and expense, the County may conduct an audit of LTFR's time sheets and materials invoices for work performed under this Agreement to verify that the charges made are justifiable, are calculated in accordance with generally accepted accounting principles, and are consistent with LTFR's standard accounting methods.

G. The County's obligations are payable solely from current funds appropriated and available for the purpose of this purchase. Lack of funds will render this Agreement null and void to the extent that such funds are not appropriated and available. The County agrees that it will not request Services for which funds have not been appropriated or are not available.

### **SECTION 3. TERM**

A. The term of this Agreement shall commence upon execution by both parties and

shall remain in effect for a period of one (1) year, unless sooner terminated by either party as provided herein (the "Initial Term").

B. This Agreement shall automatically renew upon expiration of the Initial Term for terms of one (1) year thereafter for an additional five (5) years; provided, however, either party may terminate this Agreement by giving sixty (60) days prior written notice to the other party.

C. Either Party may terminate this Agreement for convenience upon 30 days prior written notice to the other Party. Upon notice of termination of this Agreement for convenience, LTFR must immediately discontinue Services except for that work required to be completed as necessary to effectively conclude the Services previously commenced. LTFR will be compensated for all Services performed, and material and equipment furnished, in accordance with the terms and conditions of this Agreement.

#### **SECTION 4. STANDARDS AND INSPECTIONS**

LTFR must perform all Services in a good and workmanlike manner in accordance with the purchase order specifications and applicable industry standards and codes. The County has the right of inspection at all reasonable times during the performance of the Services and prior to acceptance of the Services. In the event that such inspection reveals that such Services have not been performed in accordance with the above standards, LTFR must either re-perform such Services at no cost to the County, or refund to the County all amounts paid by the County for such Services.

#### **SECTION 5. INDEPENDENT ENTITIES; ACKNOWLEDGMENT OF RESPONSIBILITIES**

A. Independent Entities. The Parties expressly acknowledge and agree that LTFR and the County are independent entities and each assumes all the rights, obligations, and liabilities applicable to it as an independent entity. No employee of LTFR will be considered an employee, agent, or representative of the County or gain any rights against the County pursuant to the County's personnel policies. No employee of the County will be considered an employee, agent, or representative of LTFR or gain any rights against LTFR pursuant to LTFR's personnel policies. The relationship of the County and LTFR under this Agreement is not and must not be construed or interpreted to be a joint enterprise or joint venture. Neither Party has the authority to make any statements, representations, or commitments of any kind on behalf of the other Party or to take any action which will be binding on the other Party.

B. Limits of Liability. LTFR is not liable for any claims, damages, or attorney fees arising from the negligent or illegal acts of the County or the County's employees or agents in relation to this Agreement. The County is not liable for any claims, damages, or attorney fees arising from the negligent or illegal acts of LTFR or the LTFR's employees or agents in relation to this Agreement.

C. Shared Liability. If both the County and LTFR are liable for any claims, damages, or attorney fees arising from the negligent or illegal acts of LTFR and the County in relation

to this Agreement, LTFR and the County are individually liable for the portion of the claims, damages, and attorney fees attributable to each that arise from their negligent or illegal acts or those of their respective employees and agents as determined by a court adjudicating the matter or as agreed in any settlement.

D. 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 LTFR or the County; the Party against whom the claim or other action is made must give written notice to the other Party of the claim, or other action within 3 working days after being notified of it or the threat of it. The notice must 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 must be given in the manner provided in Section 6 of this Agreement. Except as otherwise directed, the Party against whom the claim has been made must furnish to the other Party copies of all pertinent papers received by that Party with respect to these claims or actions.

## **SECTION 6. NOTICES**

Correspondence, notices, and invoices must be in writing and mailed, e-mailed, telefaxed, or delivered to the other Party as follows, or at such other address as a Party may from time to time designate in writing, except that LTFR will send invoices in accordance with Section 2.C. above. All notices, correspondence, and invoices are effective upon receipt.

### **To the County**

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

### **Copies to:**

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

### **To LTFR**

Lt. Brandon Blount  
Fire Inspector/Arson Investigator  
Prevention Division

Travis County Emergency Services No. 6  
P.O. Box 340196  
Austin, Texas 78734

Copies to:

Mr. Jim De Witt  
Chief Financial Officer  
Travis County Emergency Services No. 6  
P.O. Box 340196  
Austin, Texas 78734

## **SECTION 7. MISCELLANEOUS**

A. **Entire Agreement.** This Agreement constitutes the entire understanding of the Parties relating to the subject matter hereof; there must be no modification or waiver hereof except in writing, signed by the Party to be bound thereby. **NO OFFICIAL, REPRESENTATIVE, EMPLOYEE, OR AGENT OF THE COUNTY HAS ANY AUTHORITY TO MODIFY OR AMEND THIS AGREEMENT EXCEPT PURSUANT TO SPECIFIC AUTHORITY TO DO SO GRANTED BY THE COMMISSIONERS COURT OF THE COUNTY.**

B. **Successors.** This Agreement will be binding upon and inure to the benefit of the Parties and their respective heirs, successors, and assigns; however, neither Party may assign this Agreement or subcontract the performance of Services, in whole or in part, without the prior written consent of the other Party.

C. **Waiver.** No failure or delay on the part of a Party to exercise any right or remedy will operate as a waiver of such right or remedy, nor will any single or partial exercise of any right or remedy preclude any further or other exercise of any such right or remedy. All rights and remedies under this Agreement are cumulative and must not be deemed exclusive of any other rights or remedies provided by law.

D. **Severability.** If any section or part of this Agreement is declared invalid by any Court of competent jurisdiction, such decree will not affect the remainder of this Agreement, and such will remain in full force and effect with the deletion of the part declared invalid.

E. **Law and Venue.** The Parties agree and intend that all disputes which may arise from, out of, under or respecting the terms and conditions of this Agreement, or concerning the rights or obligations of the Parties, or respecting any performance or failure of performance by either Party, will be governed by the laws of the State of Texas. The parties further agree and intend that venue will be proper and will lie exclusively in Travis County, Texas.

F. **Dispute Resolution.** When mediation is acceptable to both Parties in resolving a dispute arising under this Agreement, the Parties agree to use a mutually agreed upon mediator or someone appointed by a court of competent jurisdiction for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless

both Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation will remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both Parties agree, in writing, to waive the confidentiality.

G. Computation of Time. When any period of time is referred to in this Agreement or in any purchase order prepared and executed under this Agreement, it will be computed to exclude the first and include the last day of the period. If the last day of any period falls on a Saturday, Sunday, or a day made a legal holiday by the County or LTFR, that day will be omitted from the computation.

H. Third Party Rights Not Created. This Agreement is not intended to and must not be construed to create any rights or remedies in any person or legal entity that is not a party to it and the Parties are not waiving any defense or immunity to which they are entitled against any person or legal entity that is not a party to this Agreement.

I. Reservation of Rights and Remedies. All rights of both Parties under this agreement are specifically reserved. Any reimbursement, installment, payment, act, or omission by a Party will not impair or prejudice any remedy or right of that Party under this Agreement. Any right or remedy stated in this Agreement does not preclude the exercise of any other right or remedy under this Agreement, the law or in equity, and any action taken in the exercise of any right or remedy must not be deemed a waiver of any other rights or remedies.

J. Taxpayer Identification Number. LTFR will provide the County with an Internal Revenue Form W-9 Request for its Taxpayer Identification Number, and Certification that is completed in compliance with the Internal Revenue Code and its rules and regulations and a statement of entity status in a form satisfactory to the County Auditor before any funds are payable under this Agreement.

K. Definition of "Working Day." In this Agreement, "working day" means a calendar day that is not a Saturday, Sunday, or holiday designated by Travis County.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the later date set forth below.

TRAVIS COUNTY, TEXAS

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

Samuel T. Biscoe  
Travis County Judge

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





# Travis County Commissioners Court Agenda Request

**Meeting Date:** 12/20/13

**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

*LB*

## **AGENDA LANGUAGE:**

Consider and take appropriate action on the following items for Human Resources Management Department:

Proposed routine personnel amendments.

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

Attached are Personnel Amendments for Commissioners Court approval.

**Routine Personnel Actions – Pages 2 – 7.**

If you have any questions or comments, please contact Todd L. Osburn at 854-2744.

## **STAFF RECOMMENDATIONS:**

N/A

## **ISSUES AND OPPORTUNITIES:**

N/A

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

None.

## **REQUIRED AUTHORIZATIONS:**

Todd Osburn, Human Resources Management Department, 854-2744

Debbie Maynor, Human Resources Management Department, 854-9170

Leslie Browder, Planning and Budget Office, 854-9106

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



# HRMD

*Human Resources Management Department*

700 Lavaca Street, 4<sup>th</sup> Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX (512) 854-9757

**December 20, 2013**

**ITEM # :**

**DATE:** December 13, 2013

**TO:** Samuel T. Biscoe, County Judge  
Ron Davis, Commissioner, Precinct 1  
Bruce Todd, Commissioner, Precinct 2  
Gerald Daugherty, Commissioner, Pct. 3  
Margaret Gomez, Commissioner, Precinct 4

**VIA:** Leslie Browder, County Executive, Planning and Budget *LB*

**FROM:** Debbie Maynor, Director, HRMD *DM*

**SUBJECT:** Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

**Routine Personnel Actions – Pages 2 – 7.**

If you have any questions or comments, please contact Debbie Maynor at 854-9170 or Todd L. Osburn at 854-2744.

LB/DM/TLO

**Attachments**

cc: Planning and Budget Department  
County Auditor  
County Auditor-Payroll (Certified copy)  
County Clerk (Certified copy)

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
New Hire	New Hire	12/10/2013	N/A	N/A	1850 - Health and Human Sv and Vet Sv	30051778 / Interpreter Sign Language / 2 - Temporary / 05 - Hourly - Retmt / GRD25 / 00 / \$38.00
New Hire	New Hire	12/30/2013	N/A	N/A	3500 - Sheriff	30002135 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50
Re-Hire	Re-Hire	12/09/2013	N/A	N/A	1450 - Facilities Management	30051876 / Custodian / 2 - Temporary / 06 - Hourly - No Bnf / GRD07 / 00 / \$11.00
Re-Hire	Re-Hire	12/16/2013	N/A	N/A	1700 - Transportation and Nat Rsrc	30004873 / Park Tech II / 2 - Temporary / 05 - Hourly - Retmt / GRD10 / 00 / \$12.00
Mobility	Career Ladder	12/01/2013	3300 - District Attorney	30001336 / Attorney IV / 1 - Regular / 01 - Full Time Exempt / GRD27 / 00 / \$80,295.23	3300 - District Attorney	30001336 / Attorney V / 1 - Regular / 01 - Full Time Exempt / GRD28 / 00 / \$84,309.99
Mobility	Career Ladder	12/01/2013	3300 - District Attorney	30050178 / Attorney II / 1 - Regular / 01 - Full Time Exempt / GRD23 / 00 / \$61,250.58	3300 - District Attorney	30050178 / Attorney III / 1 - Regular / 01 - Full Time Exempt / GRD25 / 00 / \$68,095.87
Mobility	Career Ladder	12/01/2013	3300 - District Attorney	30001364 / Attorney V / 1 - Regular / 01 - Full Time Exempt / GRD28 / 00 / \$85,927.16	3300 - District Attorney	30001364 / Attorney VI / 1 - Regular / 01 - Full Time Exempt / GRD29 / 00 / \$90,223.52

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WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Mobility	Career Ladder	12/01/2013	3300 - District Attorney	30001360 / Attorney IV / 1 - Regular / 01 - Full Time Exempt / GRD27 / 00 / \$80,295.23	30001360 / Attorney V / 1 - Regular / 01 - Full Time Exempt / GRD28 / 00 / \$84,309.99
Mobility	Career Ladder	12/01/2013	3300 - District Attorney	30001356 / Attorney II / 1 - Regular / 01 - Full Time Exempt / GRD23 / 00 / \$61,250.58	30001356 / Attorney III / 1 - Regular / 01 - Full Time Exempt / GRD25 / 00 / \$68,095.87
Mobility	Career Ladder	12/01/2013	3300 - District Attorney	30001322 / Attorney V / 1 - Regular / 01 - Full Time Exempt / GRD28 / 00 / \$86,618.30	30001322 / Attorney VI / 1 - Regular / 01 - Full Time Exempt / GRD29 / 00 / \$92,681.58
Mobility	Full-Time to Part-Time	12/15/2013	3050 - Tax Collector	30000191 / Tax Specialist I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$31,146.01	30000235 / Tax Specialist I / 1 - Regular / 04 - Part Time Non-Exempt / GRD13 / 00 / \$15,573.01
Mobility	Promotion	12/02/2013	3050 - Tax Collector	30000156 / Tax Specialist II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$35,646.76	30000154 / Tax Specialist III / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$37,024.00
Mobility	Promotion	12/02/2013	3050 - Tax Collector	30000154 / Tax Specialist III / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$38,134.72	30051628 / Tax Supv / 1 - Regular / 01 - Full Time Exempt / GRD20 / 00 / \$48,530.77
Mobility	Promotion	12/02/2013	3050 - Tax Collector	30000148 / Tax Specialist I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$31,145.99	30000148 / Tax Specialist II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$34,608.50

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WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Mobility	Promotion	12/02/2013	3050 - Tax Collector	30000201 / Tax Specialist III / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$40,041.46	3050 - Tax Collector	30051632 / Tax Supv / 1 - Regular / 01 - Full Time Exempt / GRD20 / 00 / \$48,530.77
Mobility	Promotion	12/02/2013	3050 - Tax Collector	30000215 / Tax Specialist III / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$44,703.32	3050 - Tax Collector	30051630 / Tax Supv / 1 - Regular / 01 - Full Time Exempt / GRD20 / 00 / \$48,530.77
Mobility	Promotion	12/02/2013	3050 - Tax Collector	30000196 / Tax Specialist III / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$42,075.03	3050 - Tax Collector	30051631 / Tax Supv / 1 - Regular / 01 - Full Time Exempt / GRD20 / 00 / \$48,530.77
Mobility	Promotion	12/02/2013	3050 - Tax Collector	30000140 / Tax Specialist III / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$43,240.49	3050 - Tax Collector	30051629 / Tax Supv / 1 - Regular / 01 - Full Time Exempt / GRD20 / 00 / \$48,530.77
Mobility	Promotion	12/02/2013	3050 - Tax Collector	30000212 / Tax Specialist II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$35,646.76	3050 - Tax Collector	30000212 / Tax Specialist III / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$38,147.20
Mobility	Promotion	12/02/2013	3050 - Tax Collector	30000144 / Tax Specialist I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$31,145.99	3050 - Tax Collector	30000144 / Tax Specialist II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$34,608.50
Mobility	Promotion	12/02/2013	3050 - Tax Collector	30000142 / Tax Specialist I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$31,145.99	3050 - Tax Collector	30000142 / Tax Specialist II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$34,608.50

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WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Mobility	Promotion	12/02/2013	3050 - Tax Collector	30000155 / Tax Specialist I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$31,145.99	3050 - Tax Collector	30000155 / Tax Specialist II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$34,608.50
Mobility	Promotion	12/16/2013	3325 - Criminal Courts	30001568 / Court Services Mgmt Adm Coord / 1 - Regular / 01 - Full Time Exempt / GRD18 / 00 / \$50,849.97	3325 - Criminal Courts	30001580 / Planner Mgmt Research Specialist Sr / 1 - Regular / 01 - Full Time Exempt / GRD19 / 00 / \$53,392.47
Mobility	Reclassification	12/16/2013	1700 - Transportation and Nat Rsrc	30004671 / Planner Sr / 1 - Regular / 01 - Full Time Exempt / GRD21 / 00 / \$68,950.79	1700 - Transportation and Nat Rsrc	30004671 / Planning Project Mgr / 1 - Regular / 01 - Full Time Exempt / GRD23 / 00 / \$75,845.86
Mobility	Reclassification	01/01/2014	1700 - Transportation and Nat Rsrc	30004829 / Park Supv I / 1 - Regular / 01 - Full Time Exempt / GRD16 / 00 / \$46,599.34	1700 - Transportation and Nat Rsrc	30004829 / Park Supv II / 1 - Regular / 01 - Full Time Exempt / GRD17 / 00 / \$48,928.95
Mobility	Reclassification	10/01/2013	3050 - Tax Collector	30000240 / Planner Mgmt Research Specialist / 1 - Regular / 01 - Full Time Exempt / GRD17 / 00 / \$47,227.70	3050 - Tax Collector	30000240 / GIS Specialist / 1 - Regular / 02 - Full Time Non-Exempt / GRD17 / 00 / \$47,227.70
Mobility	Reclassification	10/01/2013	3050 - Tax Collector	30000116 / Admin Asst II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$48,280.91	3050 - Tax Collector	30000116 / Executive Asst-Elected Official / 1 - Regular / 01 - Full Time Exempt / GRD19 / 00 / \$48,280.91

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	Reclassification	10/01/2013	3050 - Tax Collector	30000114 / Admin Asst II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$43,754.02	3050 - Tax Collector	30000114 / Administrative Assoc / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$43,754.02
Mobility	Reclassification	12/02/2013	3050 - Tax Collector	30000258 / Accounting Clerk / 1 - Regular / 02 - Full Time Non-Exempt / GRD12 / 00 / \$35,931.26	3050 - Tax Collector	30000258 / Accountant Assoc / 1 - Regular / 02 - Full Time Non-Exempt / GRD14 / 00 / \$35,931.26
Mobility	Reclassification	12/02/2013	3050 - Tax Collector	30000257 / Accounting Clerk / 1 - Regular / 02 - Full Time Non-Exempt / GRD12 / 00 / \$37,857.06	3050 - Tax Collector	30000257 / Accountant Assoc / 1 - Regular / 02 - Full Time Non-Exempt / GRD14 / 00 / \$37,857.06
Mobility	Temporary to Regular	12/02/2013	3050 - Tax Collector	30005651 / Administrative Asst I / 2 - Temporary / 05 - Hourly - Reim / GRD13 / 00 / \$14.54	3050 - Tax Collector	30000156 / Tax Specialist II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$34,608.50
Salary Change	Salary/Hourly Rate Change	12/16/2013	3600 - Pretrial Services	30003910 / Pretrial Officer I / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$39,291.62	3600 - Pretrial Services	GRD16 / 00 / \$41,256.20

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<b>FY 14 BUDGET CLASSIFICATION CHANGE</b>							
<b>Personnel Area</b>	<b>Position #</b>	<b>Current</b>			<b>HRMD Recommends</b>		
		<b>Budgeted Title / Job Object ID</b>	<b>FLSA</b>	<b>Pay Grade</b>	<b>Budgeted Title / Job Object ID</b>	<b>FLSA</b>	<b>Pay Grade</b>
<b>Juvenile Probation</b>	30004300	Juvenile Case Work Mgr / 20000289	E	20	Social Services Program Administrator / 20000201	E	21
<b>Department submitted reclassification request in FY 14 budget in order to meet departmental needs. PBO has confirmed funding available.</b>							

**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**



# Travis County Commissioners Court Agenda Request

**Meeting Date:** December 20, 2013

**Prepared By/Phone Number:** Norman McRee/854-4821

**Elected/Appointed Official/Dept. Head:** Leslie Browder, County Executive, Planning & Budget *LB*

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

## **AGENDA LANGUAGE:**

Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$615,565.75 for the period of December 6 to December 12, 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 \$615,565.75.

## **ISSUES AND OPPORTUNITIES:**

See attached.

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

Employee Health Benefit Fund (8956) – \$615,565.75

## **REQUIRED AUTHORIZATIONS:**

John Rabb, 854-2742

Jessica Rio, 854-9106

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials must be submitted as a pdf to [Agenda@co.travis.tx.us](mailto:Agenda@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

**TRAVIS COUNTY  
RECOMMENDATION FOR TRANSFER OF FUNDS**

**DATE:** December 20, 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:** December 6, 2013 to December 12, 2013

**REIMBURSEMENT REQUESTED FOR THIS PERIOD:** \$615,565.75

**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 \$615,565.75.

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  
DECEMBER 6, 2013 TO DECEMBER 12, 2013**

- Page 1. Detailed Recommendation to Travis County Auditor for transfer of funds.**
- Page 2. Chart of Weekly Reimbursements Compared to Budget.**
- Page 3. Paid Claims Compared to Budgeted Claims.**
- Page 4. FY Comparison of Paid Claims to Budget.**
- Page 5. Notification of amount of request from United Health Care (UHC) (Bank of America)**
- Page 6. Last page of the UHC Check Register for the Week.**
- Page 7. List of payments deemed not reimbursable.**
- Page 8. Journal Entry for the reimbursement.**

TRAVIS COUNTY  
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: December 20, 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: December 6, 2013  
 TO: December 12, 2013

**REIMBURSEMENT REQUESTED: \$ 615,565.75**

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,831,489.51
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: Dec 17, 2013	\$ (1,212,118.51)
SAP corr	\$ (3,475.00)
Misc Adj	\$ (330.25)
<b>TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:</b>	<b>\$ 615,565.75</b>
<b>TRANSFER OF FUNDS REQUESTED:</b>	<b>\$ 615,565.75</b>

The claims have been audited for eligibility and all were eligible in the period covered by the claim.

All claims over \$25,000 (3 this week totaling \$107,366.02) 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 (\$80,304.78) 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.

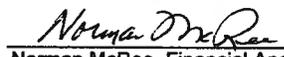
All claims have been reviewed to determine if they have exceeded the \$275,000 stop loss limit. Claims that have exceeded the limit will be reimbursed by Sun Life; claims expenses are credited in the fiscal year reimbursed. Cumulative fiscal year stop loss reimbursements from Sun Life total \$288,159.72.

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.

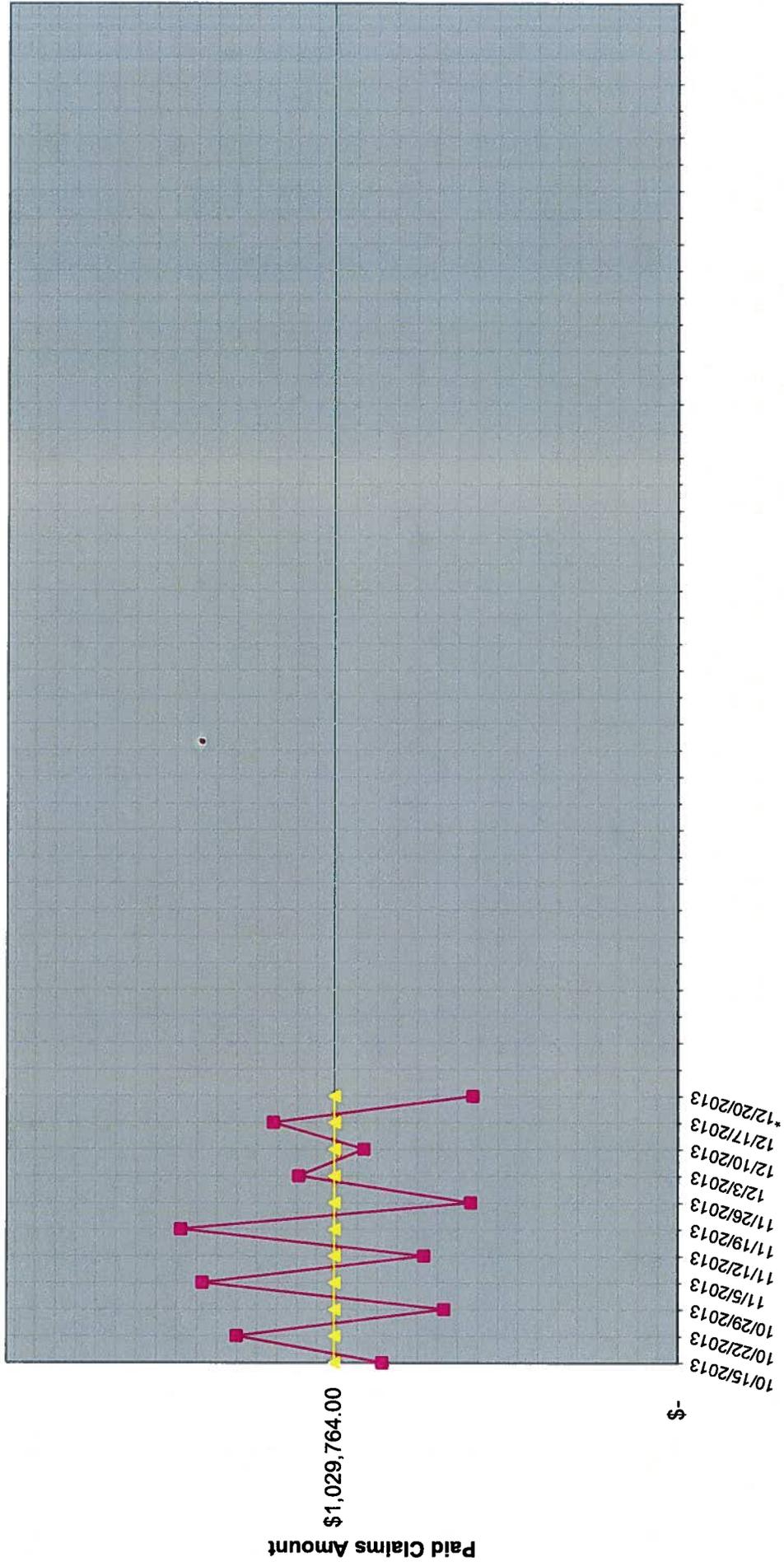
  
 John Rabb, Benefits Manager 12/13/13  
Date

  
 Shannon Steele, Benefits Administrator 12/13/13  
Date

  
 Norman McRee, Financial Analyst 12/13/13  
Date

\*\* Agrees to the total payments for this period per the check register received from UHC. See the final page of this period's check register attached.

**Travis County Employee Benefit Plan  
FY14 Paid Claims vs Weekly Claims Budget of \$1,029,764.52**



**Commissioners Court Date**

**Paid Claims Amount**

\$1,029,764.00

### Travis County Employee Benefit Plan FY14 Weekly Paid Claims VS Weekly Budgeted Amount

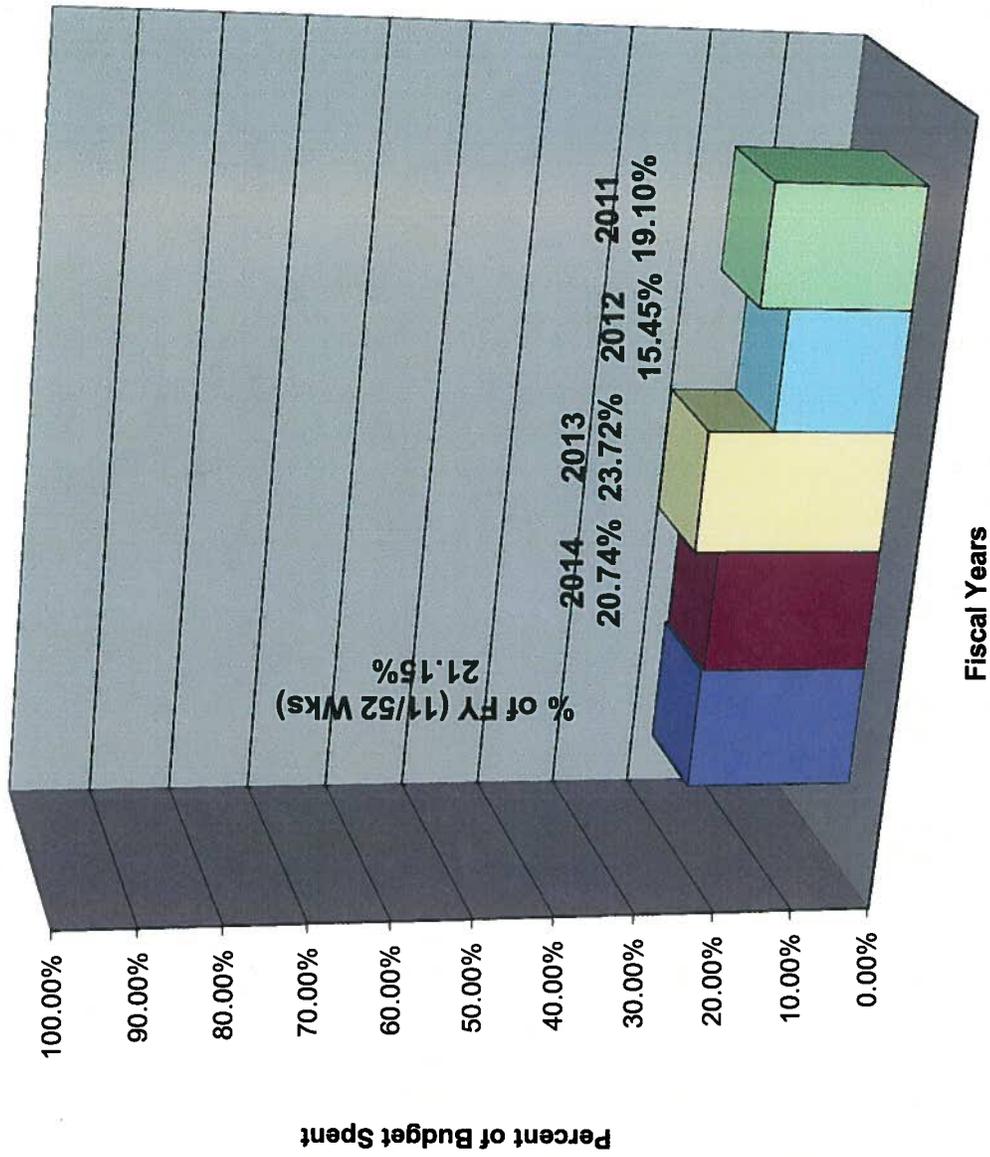
Wk	Period from	Period To	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims	FY 2014 % of Budget Spent	FY 2013 % of Budget Spent
1	9/27/2013	10/3/2013	10/15/2013	\$ 885,221.27	\$ 1,029,764.52	5	\$ 195,295.06	1.65%	1.68%
2	10/4/2013	10/10/2013	10/22/2013	\$ 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	10/31/2013	11/12/2013	\$ 761,418.64	\$ 1,029,764.52	2	\$ 106,445.83	9.51%	9.25%
6	11/1/2013	11/7/2013	11/19/2013	\$ 1,488,394.58	\$ 1,029,764.52	3	\$ 109,031.75	12.29%	13.29%
7	11/8/2013	11/14/2013	11/26/2013	\$ 622,321.91	\$ 1,029,764.52	1	\$ 29,825.79	13.45%	15.02%
8	11/15/2013	11/21/2013	12/3/2013	\$ 1,135,426.11	\$ 1,029,764.52	1	\$ 40,089.30	15.57%	17.32%
9	11/22/2013	11/28/2013	12/10/2013	\$ 940,233.39	\$ 1,029,764.52	2	\$ 222,703.69	16.79%	18.28%
10	11/29/2013	12/5/2013	12/17/2013	\$ 1,212,118.51	\$ 1,029,764.52	5	\$ 182,392.18	19.59%	20.94%
11	12/6/2013	12/12/2013	*12/20/2013	\$ 615,656.75	\$ 1,029,764.52	3	\$ 107,366.02	20.74%	23.72%
12									
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Claims (net) & Budget to Date	\$ 10,818,359.15	\$ 11,327,409.71	stop loss	\$ (288,159.72)
Gross Paid Claims over (under) Original Budget	\$ (509,050.56)			

note: Not predictive of impact on reserve, intended to show relationship of weekly claims cost to weekly budget.

\*Monday due to Holiday

### Comparison of Claims to FY Budgets Week 11





[Help](#) | [Forget me on this computer \(Log Out\)](#)

**Secured Message**

From: SIFSFX@UHC.COM  
To: NORMAN.MCREE@CO.TRAVIS.TX.US  
Date: December 13, 2013 5:55:47 AM GMT  
Subject: Secure Message from sifsfax@uhc.com

TO: NORMAN MCREE FROM: UNITEDHEALTH GROUP  
FAX NUMBER: (512) 854-3128 AB5  
PHONE: (512) 854-3828

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2013-12-13 REQUEST AMOUNT: \$1,831,489.51

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: 2013-12-12	\$906,955.11
- REQUIRED BALANCE TO BE MAINTAINED:	\$2,668,041.00
+ PRIOR DAY REQUEST:	\$00.00
= UNDER DEPOSIT:	\$1,761,085.89
+ CURRENT DAY NET CHARGE:	\$70,403.62
+ ISSUED CREDIT AMOUNT:	\$00.00
+ FUNDING ADJUSTMENTS:	\$00.00
REQUEST AMOUNT:	\$1,831,489.51

ACTIVITY FOR WORK DAY: 2013-12-06

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$30,109.56	\$00.00	\$30,109.56
TOTAL:	\$30,109.56	\$00.00	\$30,109.56

ACTIVITY FOR WORK DAY: 2013-12-09

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
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5

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2013\_12\_12

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	11996436	AH	9	12/9/2013	100	12/11/2013	12/12/2013
701254	632	\$ 0.01	QG	11996436	AH	8	12/9/2013	100	12/11/2013	12/12/2013
701254	632	\$ 0.01	QG	11996436	AH	1	12/9/2013	100	12/11/2013	12/12/2013
701254	632	\$ 0.01	QG	11996436	AH	6	12/9/2013	100	12/11/2013	12/12/2013
701254	632	\$ 0.01	QG	11996436	AH	1	12/9/2013	100	12/11/2013	12/12/2013
701254	632	\$ 0.01	QG	11996436	AH	1	12/9/2013	100	12/11/2013	12/12/2013
701254	632	\$ 0.01	QG	11996436	AA	6	12/9/2013	100	12/11/2013	12/12/2013
701254	632	\$ 0.01	QG	11996436	AE	8	12/9/2013	100	12/11/2013	12/12/2013
701254	632	\$ 0.01	QG	11996436	AE	9	12/9/2013	100	12/11/2013	12/12/2013
701254	632	\$ (16.65)	QG	11831397	AH	8	9/16/2013	50	12/12/2013	12/12/2013
701254	632	\$ (19.38)	QG	4223965	AH	2	12/7/2013	50	12/13/2013	12/12/2013
701254	632	\$ (24.12)	PH	87248435	AA	1	9/11/2013	50	12/10/2013	12/12/2013
701254	632	\$ (30.53)	PH	87248435	AH	1	9/11/2013	50	12/10/2013	12/12/2013
701254	632	\$ (33.72)	PH	87248435	AH	1	9/11/2013	50	12/10/2013	12/12/2013
701254	632	\$ (41.00)	QG	81843927	AH	1	9/30/2013	50	12/11/2013	12/12/2013
701254	632	\$ (125.00)	PH	86962259	AA	5	7/29/2013	50	12/13/2013	12/12/2013
701254	632	\$ (775.78)	UZ	70751620	AI	11	12/6/2013	50	12/10/2013	12/12/2013

\$ 615,565.75

# ***Travis County Hospital and Insurance Fund - County Employees UHC Payments Deemed Not Reimbursable***

For the payment week ending: 12/12/2013

<i>CONTR_#</i>	<i>TRANS_AMT</i>	<i>SRS</i>	<i>CHK_#</i>	<i>GRP</i>	<i>ACCT#</i>	<i>ISS_DATE</i>	<i>TRANS_CODE</i>	<i>TRANS_DATE</i>
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**Total:** \$0.00

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**Travis County - Employee Health Benefits Fund (8956)****Journal Entry for the Reimbursement to United Health Care**For the payment week ending: 12/12/2013

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<b>Type</b>	<b>EE/RR</b>	<b>Cost Center</b>	<b>G/L Account</b>	<b>Transaction Amount</b>
<b>CEPO</b>	<b>EE</b>	<b>1110068956</b>	<b>516010</b>	<b>\$ 78,308.99</b>
	<b>RR</b>	<b>1110068956</b>	<b>516110</b>	<b>\$ 5,035.30</b>
			<b>Total CEPO</b>	<b>\$ 83,344.29</b>
<b>EPO</b>	<b>EE</b>	<b>1110068956</b>	<b>516030</b>	<b>\$ 125,452.33</b>
	<b>RR</b>	<b>1110068956</b>	<b>516130</b>	<b>\$ 7,306.15</b>
			<b>Total EPO</b>	<b>\$ 132,758.48</b>
<b>PPO</b>	<b>EE</b>	<b>1110068956</b>	<b>516020</b>	<b>\$ 378,084.02</b>
	<b>RR</b>	<b>1110068956</b>	<b>516120</b>	<b>\$ 21,378.96</b>
			<b>Total PPO</b>	<b>\$ 399,462.98</b>
			<b>Grand Total</b>	<b>\$ 615,565.75</b>



## Travis County Commissioners Court Agenda Request

**Meeting Date:** December 17, 2013

**Prepared By/Phone Number:** John Carr, 854-4772

**Dept. Head:** Roger El Khoury, M.S., P.E., Director, FMD, 854-4579

**County Executive:** Leslie Browder, Planning and Budget, 854-9106

**Sponsoring Court Members:** County Judge Samuel T. Biscoe

*John Carr  
for Roger El Khoury*

### **AGENDA LANGUAGE:**

Consider and take appropriate action regarding the License Agreement for Temporary Construction Area located at 416 W. 11th Street between Travis County and Texas PTA.

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

The Facilities Management Department (FMD) received a request from Kyle Ward, Texas PTA, to obtain a license agreement for the use of County owned property as a temporary construction area. The proposed license agreement containing the terms is at Attachment One. Under the license agreement, Travis County would grant Texas PTA access to the area from date of approval until August 31, 2014.

### **STAFF RECOMMENDATIONS:**

Facilities Management Department recommends approval of the license agreement with Texas PTA for the temporary construction easement.

### **ISSUES AND OPPORTUNITIES:**

The temporary construction easement will terminate prior to the County starting construction of the new District Attorney Office Building.

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

To be determined.

### **ATTACHMENTS/EXHIBIT:**

License Agreement

### **REQUIRED AUTHORIZATIONS:**

Christopher Gilmore, County Attorney's Office



In consideration for LICENSOR'S granting of this license to LICENSEE, LICENSEE agrees to pay LICENSOR Ten and NO / 100 Dollars \$10.00) on or before execution of this License Agreement by LICENSOR. LICENSEE must provide access to Lot 2 in lieu of the LICENSOR'S access to 11<sup>th</sup> Street during this License Agreement.

#### 4.0 ADDITIONAL CONSIDERATION AND SPECIAL CONDITIONS

- 4.1 No tree within the PROPERTY may be removed or disturbed by LICENSEE or its contractors without prior written approval of the LICENSOR.
- 4.2 Vehicular access to and from the PROPERTY will be allowed and maintained at all times.
- 4.3 The PROPERTY will be restored by LICENSEE to substantially the same condition that existed prior to the construction activities.
- 4.4 Any existing fencing that is moved or disturbed within the PROPERTY will be restored, replaced, or rebuilt with a new fence, by LICENSEE, with said new fence to be of like kind or style, of the same or higher level of quality, and in the same location as existed prior to removal of existing fence.
- 4.5 Without in any way limiting the liability of LICENSEE or its obligations under this License Agreement, LICENSEE agrees to maintain during the term of this License Agreement Commercial General Liability Insurance with combined minimum bodily injury and property damage limits of \$600,000 per occurrence and \$1,000,000 in the aggregate, with LICENSOR named as an additional insured. LICENSEE has provided LICENSOR with a certificate from its carrier evidencing such insurance, which certificate is attached hereto as **Exhibit B** and made a part hereof.
- 4.6 LICENSEE shall be solely responsible for the costs and the securing of any permits required for use of the PROPERTY under this License Agreement.
- 4.7 LICENSEE shall not use the PROPERTY for any purpose other than that set forth herein.
- 4.8 LICENSEE shall not interfere with Travis County employee use of Lot 1 & 2, Block 133 of the Original City of Austin, Travis County, Texas or Allan-Thrasher, LLC use pursuant to the License Agreement with as shown in Exhibit C attached hereto and made a part hereof.
- 4.9 LICENSEE shall only take access to the PROPERTY by an entrance on West 11<sup>th</sup> Street.

4.10 LICENSOR may terminate this License Agreement at any time by providing written notice to LICENSEE.

4.11 LICENSOR will provide five (5) parking spaces next to the gate from the alley during the construction of a retaining wall ("Retaining Wall") shown on Exhibit A, but only until the construction of said Retaining Wall is complete.

#### 5.0. TERM OF LICENSE

Unless terminated sooner, the license granted herein for **AREA 1** shall terminate upon completion of the work within **AREA 1** of the Temporary Construction Area, but in no event later than August 31, 2014. Unless terminated sooner, the license granted herein for **AREA 2** of the Temporary Construction Area shall terminate upon completion of the work for the Retaining Wall. Upon LICENSOR'S request, LICENSEE must provide a construction schedule for the work relating to the use of the Temporary Construction Area.

#### 6.0 INDEMNIFICATION

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

#### 7.0 NON-ASSIGNMENT OF RIGHTS

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

#### 8.0 AMENDMENTS

This License Agreement may be amended only by written instrument signed by both LICENSOR and LICENSEE. IT IS EXPRESSLY

ACKNOWLEDGED BY LICENSEE THAT NO OFFICER, AGENT, REPRESENTATIVE OR EMPLOYEE OF LICENSOR HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO MODIFY OR AMEND THE TERMS OF THIS LICENSE AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

## 9.0 NON-WAIVER AND RESERVATION OF RIGHTS

- 9.1 No act or omission by LICENSOR may constitute or be construed as a waiver of any breach or default of LICENSEE which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this License Agreement shall not be construed as a waiver of that right or privilege.
- 9.2 All rights of LICENSOR under this License Agreement are specifically reserved and any act or omission shall not impair or prejudice any remedy or right of LICENSOR under it. Any right or remedy stated in this License Agreement shall not preclude the exercise of any other right or remedy under this License Agreement, at law or at equity, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

## 10.0 VENUE AND CHOICE OF LAW

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

## 11.0 NOTICES

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

Kyle Ward  
Texas PTA  
7600 Chevy Chase Drive Building Two, Suite 300  
Austin, Texas 78752

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

Roger El Khoury, Director (or successor in office)  
Travis County Facilities Management Department  
P.O. Box 1748  
Austin, Texas 78767

And

Christopher C. Gilmore  
Assistant County Attorney  
P.O. Box 1748  
Austin, Texas 78767  
Attn: File No. 163.1530

11.4 Each party may change the address for notice to it by giving notice of the change in compliance with this Section.

## 12.0 MEDIATION

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

## 13.0 SEVERABILITY

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



This instrument was acknowledged before me on \_\_\_\_\_, 201\_, by Samuel T. Biscoe, County Judge of Travis County, Texas, on behalf of said county.

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

\_\_\_\_\_  
Name (typed or printed)  
My Commission expires: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF TRAVIS §

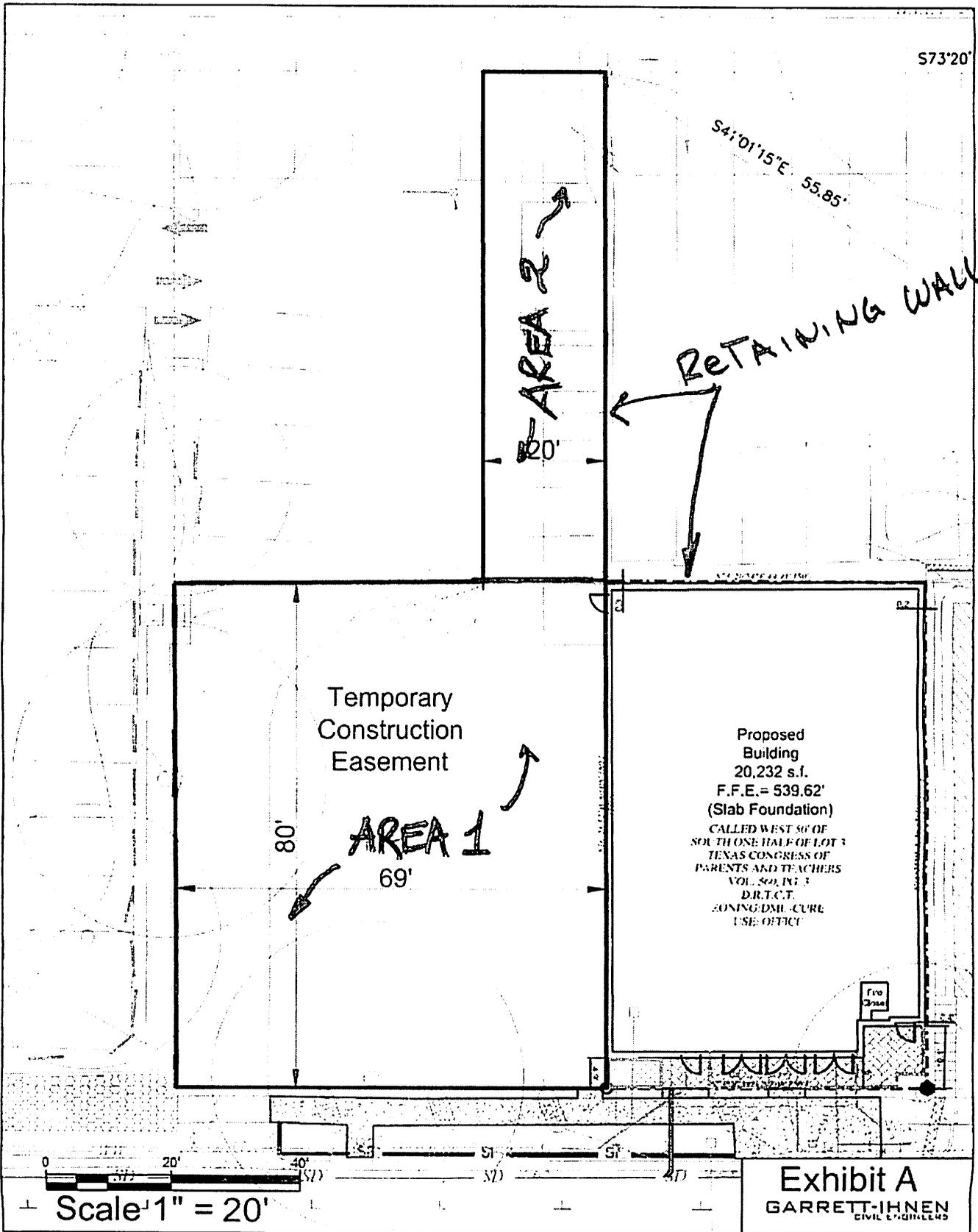
This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, \_\_\_\_\_ of Texas PTA, on behalf of Texas PTA, a Texas nonprofit corporation.

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

\_\_\_\_\_  
Name (typed or printed)  
My Commission expires: \_\_\_\_\_

AFTER RECORDING:

Please send to:  
TEXAS PTA, Attn: Kyle Ward  
7600 Chevy Chase Drive Building Two, Suite 300  
Austin, Travis County, Texas 78752





# Travis County Commissioners Court Agenda Request

**Meeting Date:** December 20, 2013

**Prepared By/Phone Number:** Michelle Brinkman (854-9581)

**Elected/Appointed Official/Dept. Head:** Amalia Rodriguez-Mendoza

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

## **AGENDA LANGUAGE:**

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING REVISIONS TO THE TRAVIS COUNTY JURY SELECTION PLAN

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

Pursuant to Sec. 62.011, Government Code, in order to use electronic selection methods for jurors, a Jury Selection Plan must be recommended by the District Judges and adopted by the Commissioners Court.

The proposed plan encompasses two changes with regard to the existing plan:

A. Clean up language: Much of the language that quotes code from Sec. 62 now references the appropriate subsection of the code. The result is a document that is shorter and does not need to be revised in the event there is a change in the provisions of Sec. 62.

B. Provides for a method to validate whether a juror is qualified to serve in a Travis County Court. Because Sec. 62 requires that the master list of names from which summonses are sent include both voter registration lists and driver licenses, this validation process is needed. Many of the names from the drivers license list include persons that live in a neighboring county, especially those who live in the City of Austin where it crosses into neighboring counties. Prospective jurors who are not registered to vote often are unaware that they do not live in Travis County if they have an Austin, Texas address. By validating the juror's address as being within or not within Travis County, the system will be able to avoid assigning a juror to Travis County Court if the juror does not live in Travis County.

## **STAFF RECOMMENDATIONS:**

To approve the Travis County Jury Selection Plan

## **ISSUES AND OPPORTUNITIES:**

N/A

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

N/A

## **REQUIRED AUTHORIZATIONS:**

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



**LORA J. LIVINGSTON**  
**Travis County Local Administrative Judge**

Heman Marion Sweatt Courthouse  
P. O. Box 1748  
Austin, TX 78767

(512) 854-9300  
FAX (512) 854-9332

## **MEMORANDUM**

**TO:** Amalia Rodriguez-Mendoza, District Clerk

**FROM:** Lora J. Livingston, Local Administrative Judge

**DATE:** December 6, 2013

**RE:** Approval of Travis County Jury Plan

**CC:** Michelle Brinkman, Deputy District Clerk  
Peg Liedtke, Director of Court Management

By a majority vote on Wednesday, December 4, 2013, the Travis County District Judges approved the attached Jury Selection Plan. If you have any questions in this regard, please do not hesitate to contact me.



Lora J. Livingston  
Local Administrative Judge  
Travis County, Texas

## TRAVIS COUNTY JURY SELECTION PLAN

It is recommended to the Commissioner's Court of Travis County, Texas, by a majority of the Judges of the District Courts of Travis County, Texas, that the following plan for the selection of persons for jury service be adopted in accordance with Chapter 62 of the Texas Government Code.

### I. Duties of the District Clerk

The Clerk of the District Courts of Travis County, Texas is the officer in charge of the jury selection process and shall perform the duties as specified in this Travis County Jury Selection Plan. Texas Government Code Section 62.011(b)(4).

### II. Consolidated Jury Management

The County of Travis and City of Austin have entered into an Interlocal Agreement for a consolidated jury management system. As long as such an agreement is in effect, the "***Additional Provisions***" of the Travis County Jury Selection Plan shall also be in effect.

Consolidated jury management is for administrative efficiency only and will not be used to expand the list of prospective jurors for Travis County. To be eligible for jury service in the courts of Travis County, a juror must be a citizen of Travis County, as well as meet all other qualifications specified by law.

### III. Source of Jurors

The combined list of names, as specified in Section 62.001 (a) and (b), Government Code, and provided to the Secretary of State by Travis County's voter registrar and the Texas Department of Public Safety pursuant to Section 62.001 (c), (e) and (f), Government Code, shall be the source of names for purposes of reconstituting the Prospective Jury List. Pursuant to Section 62.011(b)(2), Government Code, the list shall not contain names of persons exempt from jury service.

***Additional Provisions:*** Prospective jurors shall also include the names of all City of Austin residents who reside in other counties of Texas who are on the current voter registration lists of those other counties as City of Austin residents.

## TRAVIS COUNTY JURY SELECTION PLAN

### IV. Reconstituting the Prospective Jury List

Between January 1 and May 31 of each odd numbered year and pursuant to Sec. 62.001 (g), Government Code, the district clerk shall procure from the Secretary of State the combined list of names as described above for purposes of Reconstituting the Prospective Jury List. In the event such list is not available for the reasons described in Section 62.001 (h), Government Code, the district clerk is authorized to procure each list described in 62.001 (a) and (b), Government Code from the Secretary of State and Travis County Tax Office and arrange for combining the two lists. Pursuant to section 62.001(i) Government Code, the District Clerk and District Judges may recommend and the Travis County Commissioners' Court may elect to contract with another governmental unit or a private person (Contractor) to combine the voter registration list of Travis County with the list of Travis County residents furnished by the Department of Public Safety into the prospective jury list.

***Additional Provisions:*** In addition to the list of potential jurors provided by the Secretary of State as described above, a list of City of Austin residents who reside in other counties (described in III. Source of Jurors above) will be included in the prospective jury list. The primary source of this list shall be the Secretary of State. In the event the Secretary of State is unable to furnish this list, the list of City of Austin residents from the voter registration records of such other counties will be used.

### V. Selection of Juror Names

The names, addresses, and other information that comprise the combined lists shall be placed in an electronic system that has been developed under the District Clerk's direction for purposes of selecting names to receive a jury summons.

The selection of names of persons for jury service will be made with the aid of electronic equipment. The same record of names will be used until such time as the Jury List is reconstituted as provided in Section IV. The District Clerk will perform the following duties related to the creation of this list of prospective jurors:

(1) supervise the process through which a computer software program will be used to randomly select the names and addresses of the prospective jurors;

- (2) cause a duplicate copy of the prospective jury data to be made and an electronic print-out of the information to be created;
- (3) certify the electronic print-out of the prospective jury data for use in the jury selection process;
- (4) place one copy of the data containing the names of prospective jurors in a safe deposit box in any bank where Travis County funds are kept and that has a safe deposit vault;
- (5) ensure that the computer program used to select the list of persons called for jury service will be fair, impartial, and objective;
- (6) use any resources of information the district clerk deems reliable, such as voter registration information, driver's license information, and U.S. Post Office national change of address information, for purposes of updating prospective juror address information in order to ensure delivery of a jury summons. Such updates may be made directly into the electronic jury system or at the time the jury summons is mailed out either directly by the electronic jury system or through the services of a mail services vendor;
- (7) monitor any revisions to the prospective juror list to prevent the addition of any new individuals to the list outside of the biannual reconstitution process;
- (8) remove from the prospective juror list any juror who has both received and answered a jury summons during the time period the prospective juror list is in use; and
- (9) maintain a complete audit trail of all changes to the jury wheel data made during its years of use.

**VI. The Prospective Jury List - Use, Access, and Certification of Data**

A second copy of the prospective jury data shall be used by the District Clerk to select jurors. The prospective jury data will be protected by computer "password" codes only available to the District Clerk. Upon receiving a request from a district judge to select jurors for a number of weeks, or in accordance with the schedule of jury weeks determined by the district judges, the district clerk shall notify those persons with the authority to access the prospective jury data to execute a computer software program to randomly extract the number of persons needed for jury service. The number of persons selected for jury service through the process described above will be determined by a majority of the district judges, pursuant to Section 62.016 of the Government

Code. The district judges may delegate this determination to the district clerk by specific action taken by a majority of the district judges in Travis County or by not taking any action that specifies the number of persons selected for jury service.

The district clerk shall certify that the list of prospective jurors selected by the system described above is a true and complete written list of the names and addresses of persons summoned to begin jury service on a particular date. Additional lists may be produced to facilitate the handling of the necessary paper work in processing the jury list.

**VII. Notification of Jurors**

Upon the receipt of a jury list from the district clerk, it will be the responsibility of the Sheriff to immediately notify the persons whose names are on the jury list to appear for jury service on the dates designated by the judge. These notices will be mailed at least 14 days prior to the date specified on the jury summons. Pursuant to section 62.013 of the Government Code, delivery of a written summons by mail will be sufficient notice if the summons is received by a person authorized by the United States Postal Service to receive it.

**VIII. Juror Response to Summons**

a. Pursuant to Chapter 62.0111, Government Code, a summonsed juror may select from the following methods of responding to the summons:

(1) by completing the juror impaneling form via computer through the official Internet website designated on the jury summons;

(2) by appearing at the Jury Office in person at the location specified on the jury summons;

(3) by contacting the District Clerk's Jury Office by telephone if the summoned juror is requesting an excuse from jury service due to disqualification or statutory exemption, or

(4) by contacting the District Clerk's Jury Office by the official Internet website, email, mail, facsimile, or via personal delivery of the written request for excuse if the summoned juror is requesting an excuse from jury service for any reason other than financial hardship.

b. A summonsed juror not excused via methods described in (a)(3) or (4) above shall, via methods described in (a)(1) or (2) above, provide to the District Clerk's Jury Office the

following:

(1) information to determine whether the prospective juror is qualified for jury service under Section 62.102, Government Code;

(2) information to determine whether the prospective juror is exempt from jury service under Section 62.106, Government Code;

(3) information required for jury panel assignment, including: (a) the prospective juror's postponement status; (b) the dates the juror is not available to serve as a juror due to schedule conflicts; (c) description of non-financial hardship upon which the juror is basing a hardship excuse from jury service; (d) completion and submission by the prospective juror of the written jury summons questionnaire described in Section 62.0132, Government Code; (e) the prospective juror's electronic mail address; and (f) certification that the information provided is true and correct.

**IX. Automated impaneling of jurors who elect to respond via computer through the official Internet website designated on the jury summons.**

The District Clerk is authorized to implement an automated impaneling system through the official Internet website designated on the jury summons to perform the following functions based upon information provided by a juror as specified in Section VIII b. above:

- (1) determine whether a prospective juror is qualified for jury service;
- (2) excuse a prospective juror claiming a statutory exemption;
- (3) screen a juror's dates available to determine if the juror is available for jury service for at least one calendar week, and if the juror is not available for jury service for at least one calendar week, approve a postponement of jury service;
- (4) accept a request for waiver of the requirement that the juror be available for jury service for at least one calendar week;
- (5) accept a request for judicial excuse of a prospective juror;
- (6) assign a prospective juror to a particular jury panel based upon the juror's dates of availability, jurisdictional residence, and any prior misdemeanor theft conviction;
- (7) inform the juror of the details of the juror's panel assignment;
- (8) purge the electronic mail address of a prospective juror in accordance with the following:

- (a) if the prospective juror serves on a jury, not later than the 30th day after the date that: (1) the county sends the person payment for jury service; or (2) the county would otherwise send the person payment for jury service, if the person has donated the payment; or
  - (b) if the prospective juror does not serve on a jury, not later than the 30th day after the date that the court releases the person from jury service; and
- (9) Any other function or feature that in the judgment of the District Clerk would facilitate communications with jurors.

For purposes of assigning jurors to county court, county court-at-law, probate court, or district court trials, the District Clerk is authorized to use available mapping technology to identify the juror's county of residence based upon the address provided by the juror.

The system provided herein shall be used for jury selection in the District Courts, the County Courts at Law, the Probate Courts, and the Justice of the Peace Courts of Travis County, Texas, with any judge of the County Courts at Law or the Probate Courts performing the functions and duties herein above imposed upon any District Judge, in accordance with Chapter 62 of the Government Code.

All costs incident to this plan shall be paid from the appropriate line items in the respective budgets of the District Courts, County Courts at Law, Probate Courts, District Clerk, County Clerk, and the Travis County Sheriff's Department.

The system described above shall be known as the Travis County Jury Selection System and will operate pursuant to Chapter 62 of the Government Code. In accordance with Section 62.011 of the Government Code, it is ordered that this document be submitted to the Travis County Commissioner's Court for approval and entry in the minutes of the Court.

***Additional Provisions:*** The system shall also be used for jury selection in the Municipal Courts of the City of Austin, Texas. All costs for Municipal Court jurors shall be reimbursed to Travis County as outlined in the current Interlocal Agreement between the Austin City Council and Travis County Commissioners' Court.



# Travis County Commissioners Court Agenda Request

**Meeting Date:** December 20, 2013

**Prepared By/Phone Number:** Deone Wilhite 512-854-9111

**Elected/Appointed Official/Dept. Head:** Commissioner Ron Davis, Pct. 1

**Commissioners Court Sponsor:** Commissioner Ron Davis, Pct. 1

**AGENDA LANGUAGE:**

CONSIDER AND TAKE APPROPRIATE ACTION ON APPOINTMENT OF MICHAEL R. BESSNER TO THE BOARD OF COMMISSIONERS OF EMERGENCY SERVICES DISTRICT (ESD) NO. 2 FOR THE TERM JANUARY 1, 2014 THROUGH DECEMBER 31, 2015.

**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:**

Commissioner Precinct 1 Office	Ron Davis	Completed
County Judge's Office		
Commissioners Court		

## Michael R. Bessner

mikebessner@sbcglobal.net

(512) 565-3799

1504 Cosmos Way Pflugerville, Tx 78660

**Chisholm Trail Financial Group/New England Financial, Round Rock TX**  
**The MONY Group- Mutual of NY, Austin TX**  
**Metlife Insurance Co of America, Austin TX**

**March 2005 – Present**  
**March 2002 - Feb 2005**  
**Dec 1996 – Feb 2002**

### Financial Service Representative

- Provided Professional advice for Individuals, Families and Small Business Owners to meet their financial goals
- Acting as an Advocate for my clients, developed financial solutions thru the use of the following products and strategies:
  - Life, Disability, Health, and LTC Insurance
  - Fixed and Variable Annuities, TSA's, 403B's
  - Mutual Funds
  - IRA Consolidation/Rollovers, Pension Transfer/Rollovers, Pension Payout Alternatives
  - Education Funding Strategies, Estate Conservation Strategies, Charitable Giving Strategies
- Provided ongoing customer service as needed daily
- Group Presentations for Financial products and services

### IBM Corp, Austin TX

**May 1977 – Nov 1996**

#### Senior Buyer

- Procured commodities and professional services through the use of bids and RFP's
- Helped develop scopes of work for services requested
- Negotiated and analyzed bids with users and contractors
- Executed, Managed contracts and resolved conflicts with vendors
- Performed Peer audits and vendor audits as needed

### Qualifications

- 16 years in the Financial Service Industry
- Group One Licensed
- Registered Series 6 and 63
- LUTCF-Life Underwriter Training Council Fellow
- 5 time Leaders Conference Qualifier
- Past Qualifier Million Dollar Round Table
- Recipient of Metlife Triple Crown Award

### Organizations & Affiliations

- Member Pflugerville, Round Rock, Hutto Chambers of Commerce
- Past Chairman of Pflugerville Chamber of Commerce, Board Member 7 years
- National Association Insurance & Financial Advisors 15 years
- Member of Knights of Columbus 31 years
- IBM Retiree since 1996
- Past President, Current Secretary/Treasurer of Austin Softball Umpire Assoc., Member since 1984

### Personal

- Lifelong resident of Austin, Round Rock, Pflugerville
- Married 35 years, 7 children, 3 grandchildren
- Hobbies: Family, Golf, Sports Officiating



# Travis County Commissioners Court Agenda Request

**Meeting Date:** December 20, 2013  
**Prepared By/Phone Number:** Sara Krause/512-854-9230  
**Elected/Appointed Official/Dept. Head:** Commissioner Bruce Todd  
**Commissioners Court Sponsor:** Commissioner Bruce Todd

## **AGENDA LANGUAGE:**

Consider and take appropriate action on the appointment of Mike Howe to the Emergency Services District #2 Board of Commissioners for the two year term beginning 1/1/2014.

**BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:** See attached letter and biography.

**STAFF RECOMMENDATIONS:** N/A

**ISSUES AND OPPORTUNITIES:** N/A

**FISCAL IMPACT AND SOURCE OF FUNDING:** N/A

**REQUIRED AUTHORIZATIONS:** N/A

November 26, 2013

Honorable Bruce Todd  
Travis County Commissioner Precinct 2  
PO Box 1748  
Austin, TX 78767

Dear Commissioner Todd:

I am writing to request to be appointed to an upcoming vacancy on the Board of Directors of Travis County ESD#2, which serves northern Travis County including Wells Branch and the City of Pflugerville.

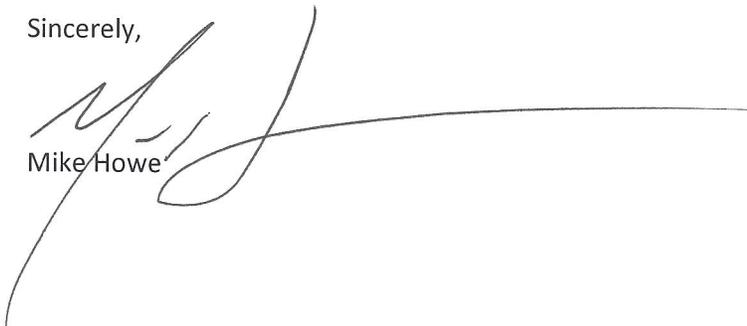
As a continuing resident of Wells Branch for nearly 30-years, I served as Treasurer of ESD #2 for eighteen years until January of 2012. Since then, I have remained active with ESD #2 including helping to establish and now serving as President of the Pfirst In Foundation to help solicit community support for the Fire Department.

During my previous tenure on the Board, the Board managed the expansion of ESD # 2 during the major growth of the community and successfully met the growing demand for services while building a very solid reserve fund. We also were successful in securing an additional one-half cent sales tax from the voters to continue to support the fire fighters and the community. These factors have allowed ESD #2 to sustain operations during the recent downturn but the economic impacts of the last few years have illustrated the need for additional funding mechanisms for the future.

I also represented all ESDs on the Austin-Travis County EMS Transition Team which resulted in the first contract between Austin and Travis County for EMS Service. Since then, I remained engaged in the ongoing issues and efforts to bring an equitable resolution to meeting the increased demand for EMS services throughout Travis County.

I believe my record of service and commitment to the residents of North Travis County are evident and I would appreciate your consideration for this appointment.

Sincerely,

  
Mike Howe

**Mike Howe, Executive Director**  
**Texas Section AWWA**  
**P.O. Box 80150**  
**Austin, TX 78708**  
**512-238-9292**  
**512-238-0496 FAX**  
**[mikehowe@tawwa.org](mailto:mikehowe@tawwa.org)**

Mike Howe has been Executive Director of the 3,300 member Texas Section of the American Water Works Association since 1997. The organization sets standards for protection of public health in drinking water systems and represents utilities and suppliers to the water industry.

In 2005, after Hurricanes Katrina and Rita, Mr. Howe developed the TXWARN utility to utility mutual aid program in conjunction with a number of other water and wastewater associations in Texas.

Mike's previous work included over eight years with the City of Austin Water and Wastewater Utility and the Austin City Manager's Office. Prior to his work with the City, he was a producer/director for KVUE Television. He is a nationally recognized expert and instructor in risk communication as well as a trained public policy mediator and negotiator.

Mike has lived in the Austin area for over 45 years, and is a graduate of the University of Texas School of Communication. He served six years as the president of the Wells Branch Municipal Utility District, eighteen years as the Treasurer of Travis County ESD #2, and was the Charter President of the State Association of Fire and Emergency Services Districts, or SAFE-D, the only organization in Texas approved to provide training to ESD Commissioners Statewide.

He and his wife Donna live in Wells Branch and have three grown children.



## Travis County Commissioners Court Agenda Request

**Meeting Date:** December 20, 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 Daugherty, Precinct Three

**AGENDA LANGUAGE:** Approve setting a public hearing on Tuesday, January 14, 2014 to receive comments regarding a request to authorize the filing of an instrument to vacate two five foot wide public utility easements (PUEs) located along the common lot line of Lots 346 and 347 of Apache Shores, First Installment – Precinct Three.

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

TNR staff has received a request to authorize the filing of an instrument to vacate two five foot wide PUEs located along the common lot line of Lots 346 and 347 of Apache Shores, First Installment. The easements are dedicated per plat note. Lots 346 and 347 front on Red Feather Trail, a street not maintained by Travis County.

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

### **STAFF RECOMMENDATIONS:**

The request has been reviewed by TNR staff and staff finds the vacation requests meets all Travis County standards. As such, TNR staff recommends setting the public hearing.

### **ISSUES AND OPPORTUNITIES:**

According to the request letter the owner of the lots is requesting to vacate the easements so that he may build across the lot line utilizing both lots for a residence. Vacating these easements should prevent any potential encroachment issues pertaining to the easements.

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

None.

**ATTACHMENTS/EXHIBITS:**

Order of Vacation  
Field Notes  
Request Letter  
Utility Statements  
Maps

**REQUIRED AUTHORIZATIONS:**

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

**CC:**

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

**SM:AB:ps**

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

**ORDER OF VACATION**

**STATE OF TEXAS                    §**

**COUNTY OF TRAVIS   §**

WHEREAS, the property owner requests the vacation of two five foot wide public utility easements located along the common lot line of Lots 346 and 347 of Apache Shores, First Installment as recorded at Book 43, Page 29 of the Real Property Records of Travis County, Texas;

WHEREAS, the utility companies known to be operating in the area have indicated they have no need for the public utility easements as described in the attached field notes and sketch;

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

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on January 14, 2014 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the two five foot wide public utility easements located along the common lot line of Lots 346 and 347 of Apache Shores, First Installment, as shown and described in the attached field notes and sketch, are hereby vacated.

ORDERED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014.

\_\_\_\_\_  
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

PARTIAL RELEASE OF EASEMENTS

FIELD NOTES OF A PORTION OF EASEMENTS THAT HAVE A TOTAL WIDTH OF TEN FEET, BEING FIVE FEET WIDE ON EACH SIDE OF THE DIVIDING LINE OF LOTS 346 AND 347, OF APACHE SHORES FIRST INSTALLMENT, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN BOOK 43 PAGE 29, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, SAID LOTS 346 AND 347 BEING CONVEYED TO WILLAIM KRASSNER BY DEED OF RECORD UNDER DOCUMENT NUMBER 2013126841 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID EASEMENTS ARE DEDICATED BY STATEMENT ON THE PLAT OF APACHE SHORES FIRST INSTALLMENT AND DEDICATED IN THE DECLARATION OF COVENANTS RECORDED IN VOLUME 3554 PAGE 200, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, THE EASEMENTS, AS DEDICATED ON THE PLAT, ARE DESCRIBED HEREON AS "FIVE FEET WIDE UTILITY EASEMENTS RETAINED ALONG THE SIDES OF EACH LOT", THE EASEMENTS AS DEDICATED IN THE DECLARATION OF COVENANTS, ARE DESCRIBED THEREIN AS "FIVE FEET WIDE UTILITIES AND DRAINAGE EASEMENTS ALONG THE SIDE LINE OF EACH AND EVERY LOT", THE PERIMETER OF THE PART OF THE ABOVE SAID EASEMENTS THAT IS TO BE RELEASED IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½" diameter iron rod with a plastic cap stamped Tri-Tech set at the Southeast corner of the above said Lot 346, same being the Northeast corner of the above said Lot 347, said iron rod is in the West margin of Red Feather Trail, same being the East line of a ten feet wide utility easement which is dedicated by a statement on the subdivision plat of Apache Shores, First Installment, said iron rod is also in the East line of the a 10 feet wide drainage and utility easement located along the front lines of each lot as reserved in the above said Declaration of Covenants;

THENCE N72°56'11"W, along the common dividing line of said Lots 346 and 347, for a distance of 10.00 feet to a point in the East line of the herein described easement area to be released, said East line is also the West line of the above said 10.00 feet wide drainage and utilities easements along the front line of all lots;

THENCE entering Lot 347 along the East line of the herein described portion of easements to be released, same being the West line of said easement 10 feet in width along the front line of all lots, along a curve to the left, the radius of which is 287.67 feet, the arc distance is 5.00 feet, the chord of which bears S16°37'56"W, 5.00 feet to the Southeast corner hereof and being the **PLACE OF BEGINNING** hereof;

THENCE N72°56'11"W, over and across a portion of said Lot 347, along the South line of the herein described easements to be released, for a distance of 296.01 feet to the Southwest corner hereof,

**THENCE** N03°58'21"E, along the West line of the herein described easement to be released, same being the East line of a six feet wide drainage and utility easement along the rear lines of all lots as reserved in said Declaration of Covenants, passing at 5.00 feet the dividing line of said Lots 346 and 347, and continuing for a total distance of 10.27 feet to the Northwest corner hereof;

**THENCE** S72°56'11"E, along the North line of the easements to be released, over and across a portion of Lot 346, for a distance of 298.35 feet to the Northeast corner hereof, said Northeast corner lies in the West line of the above said 10.00 feet wide drainage and utilities easements along the front of all lots;

**THENCE** along the East line of the herein described portion of the easements to be released, same being the West line of the above said "10.00 feet wide easement along the front of all lots", along a curve to the left, the radius of which is 287.67 feet, the arc distance is 10.00 feet, the chord of which bears S17°07'49"W, 10.00 feet returning to the **PLACE OF BEGINNING** and containing 2,971.52 square feet.

SEE ACCOMPANYING SKETCH

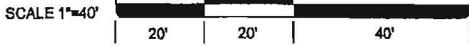


David Bell  
Registered Professional Land Surveyor No. 3994  
JOB # AUS-PL1575-13

8-20-13

Date





SKETCH TO ACCOMPANY METES AND BOUNDS

A COVE OF LAKE AUSTIN  
(CALLED "LAKE APACHE" IN BOOK 43 PAGE 29)  
(N 03°59'E 195.75')  
N 03°58'21"E 195.68'

5' U.E. PER PLAT BK. 43 PG. 29  
6' D.E. & U.E. PER VOL. 3554 PG. 200  
(104.35')

APACHE SHORES SECTION TWO BOOK 48, PG. 58

LOT 848

LOT 845

(91.40')



LEGEND	
●	1/2" IRON ROD FOUND
○	1/2" IRON ROD W/CAP SET
⊙	SPINDLE FOUND
( )	RECORD INFORMATION
B.L.	BUILDING LINE
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT

**C1**  
R= 277.67'  
DELTA= 10°19'  
L= 50.00'  
C= 49.94'  
(C= 49.93')  
CB= S 22°17'32" W  
(CB= S 22°14' W)

APACHE SHORES SECTION TWO BOOK 48, PG. 58

LOT 847

**C2**  
R= 277.67'  
DELTA= 10°19'  
L= 49.86'  
C= 49.80'  
(C= 49.93')  
CB= S 11°59'18" W  
(CB= S 11°55' W)



(N 80°28'W 299.79')  
N 80°28'16"W 299.62'

LOT 347

LOT 346

LOT 345

S 64°17'00"E 345.43'  
(S 64°17'E 345.45')  
BEARING BASIS

5' U.E. PER PLAT BK. 43 PG. 29 & 5' B.L., D.E. AND U.E. PER VOL. 3554 PG. 200  
5' U.E. PER PLAT BK. 43 PG. 29 & 5' B.L., D.E. AND U.E. PER VOL. 3554 PG. 200

AREA OF EASEMENTS TO BE RELEASED = 2971.52 SQUARE FEET

10' U.E. PER PLAT BK. 43 PG. 29 & 10' D.E. AND U.E. PER VOL. 2554 PG. 200

PLACE OF BEGINNING

PLACE OF COMMENCEMENT

RED FEATHER TRAIL (50' R.O.W.)

Course	Bearing	Distance
L1	N 72°58'11" W	10.00'
L2	Rad: 287.87'	A: 5.00'
	Tan: 2.50'	CA: 0°59'45"
	Chd: S 18°37'58" W	5.00'
L3	N 72°58'11" W	298.01'
L4	N 03°58'21" E	10.27'
L5	S 72°58'11" E	298.35'
L6	Rad: 287.87'	A: 10.00'
	Tan: 5.00'	CA: 1°59'31"
	Chd: S 17°07'49" W	10.00'

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Use of this survey for any other purpose or other parties shall be at their risk and undersigned is not responsible to others for any loss resulting therefrom.

Dated this the 20th day of August, 2013

Job No. AUS-PLI575-13



TRI-TECH SURVEYING COMPANY, L.P.

Formerly Point-Line Services, Inc.  
Formerly D. Seelig Land Surveyors, PC  
Formerly Brandt Surveying, PC

WWW.SURVEYINGCOMPANY.COM

3802 Manchaca Road  
Austin, Texas 78704

Phone: (512) 440-0222

Fax: (512) 440-0224

Phone: (512) 339-0808

DAVID BELL, R.P.L.S. 3994



11/12/13

Travis County  
Transportation & Natural Resources  
Planning & Engineering Services  
700 Lavaca  
Austin, TX 78701

Attention: Paul Scoggins

RE: Easement Vacation for 14318 & 14320 Red Feather Trail

Mr. Scoggins,

Please let this letter serve as a request to vacate the easement running between lots 346 and 347 of Apache Shores 1<sup>st</sup> Installment, also known as 14318 and 14320 Red Feather Trail. The vacation is being requested so that the owner, William Krassner, may build across the lot line utilizing both lots for a residence. Attached to this request are metes and bounds survey, a drawing showing the easement and the following releases from utility companies.

Austin Energy

WCID #17

AT&T

Time Warner

After speaking with several providers, the following utilities do not serve the area and indicated that a release from them was not necessary:

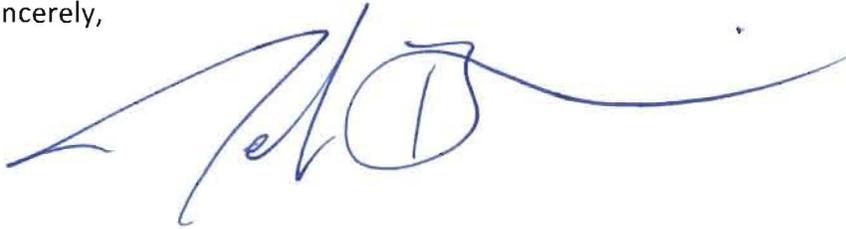
COA Water & Waste Water Utility

Texas Gas Service

TXU Electric & Gas

Please let me know if there is anything else required to obtain an approval for the easement vacation at 14318 and 14320 Red Feather Trail.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jeb Barmish', with a long horizontal flourish extending to the right.

**Jeb Barmish**

**Slipknot Construction Services**

**1304 E. 7<sup>th</sup> Street**

**Austin, TX 78702**

**(512) 771-8503**

**[Jeb.barmish@att.net](mailto:Jeb.barmish@att.net)**

For: William Krassner

1540 Cypress Creek Road

Cedar Park, TX 78613

(512) 577-0075



**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 14318 & 14320 Red Feather Trail, Austin (address) and/or Lots 346 & 347 Apache Shores, 1st Installmen(legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

**STATEMENT**

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

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

  
\_\_\_\_\_  
Signature  
Sonny Poole  
\_\_\_\_\_  
Printed Name  
Mgr. PIRES  
\_\_\_\_\_  
Title  
Austin Energy  
\_\_\_\_\_  
Utility Company or District  
10/29/13  
\_\_\_\_\_  
Date

Please return this completed form to:

William Krassner  
\_\_\_\_\_  
Name  
N/A  
\_\_\_\_\_  
Address  
N/A  
\_\_\_\_\_  
City/State/Zip

INT. *SP*  
DATE *10-31-13*

cc: jeb.barmish@att.net



# TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT 17

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

UTILITY EASEMENT RELEASE APPLICATION  
Date: 10/24/13

A release of the following utility easement(s) is hereby requested.  
(S30.00 fee is required)

Property Address: 14318 + 14320 Red Feather Trail

Legal Description: Lots 346 + 347 of Apache Shores, First Installment

A plat drawing with the easement highlighted must accompany this application.

Applicant Name: Jeb Barmish

Address: 1304 E. 7<sup>th</sup> St.  
Austin, TX 78702

Reason for Request: property owner has purchased two adjacent lots, 346 + 347, and would like to vacate the existing P.U.E. dividing the lots in order to build across the lots.

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

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

Henry W. Marley  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Reviewer: 10.29.13

Deborah S. Gemes 10/28/13  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Deborah S. Gemes

Printed Name **Travis County WCID #17**  
General Manager **3812 Eck Lane**  
Title **Austin, TX 78734**

Please return this completed form to:

Phone: (512) 771-8503  
Fax: (512) 474-4557  
Email: \_\_\_\_\_  
jeb.barmish@att.net

Jeb Barmish  
Name \_\_\_\_\_  
1304 E. 7<sup>th</sup> St.  
Address \_\_\_\_\_  
Austin, TX 78702  
City/State/Zip \_\_\_\_\_





# SOUTHWESTERN BELL TELEPHONE COMPANY

## RELEASE OF EASEMENT

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

*Lots 346 and 347, Apache Shores First Installment, Deed of record in Document 2013126841, Property Records of Travis County, Texas*

Said land of GRANTEE being subject to:

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

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

*All of the 5 foot PUE/DE along the common property lines of said Lots 346 and 347, described above,*

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

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this 11<sup>th</sup> day of NOVEMBER, 2013

SOUTHWESTERN BELL TELEPHONE COMPANY

Name: DAVID A. WILLIAMS

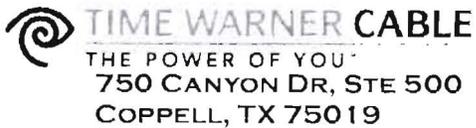
Title: Lead OSP Plan & Easement Design

THE STATE OF TX  
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared DAVID WILLIAMS, known to me to be the person whose name is subscribed to the foregoing instrument as Manager, Engineering-Design of Southwestern Bell Telephone Company, a Delaware corporation, and acknowledged to me that he/she executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 11<sup>th</sup> day of NOVEMBER, 2013.

  
Notary Public in and for the State of TEXAS  
My Commission Expires Jan 16 2017



October 28, 2013

Jeb Barmish  
Slipknot Construction Services  
7205 Guava Cove  
Austin, TX 78750

SUBJECT: Abandonment of the ROW between 14318 and 14320 Red Feather Trail, Austin, TX

We have reviewed your request for the above referenced Utility Easement, and Time Warner Cable (TWC) hereby grants the abandonment of the ROW between 14318 and 14320 Red Feather Trail, located within the city of Austin, TX.

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

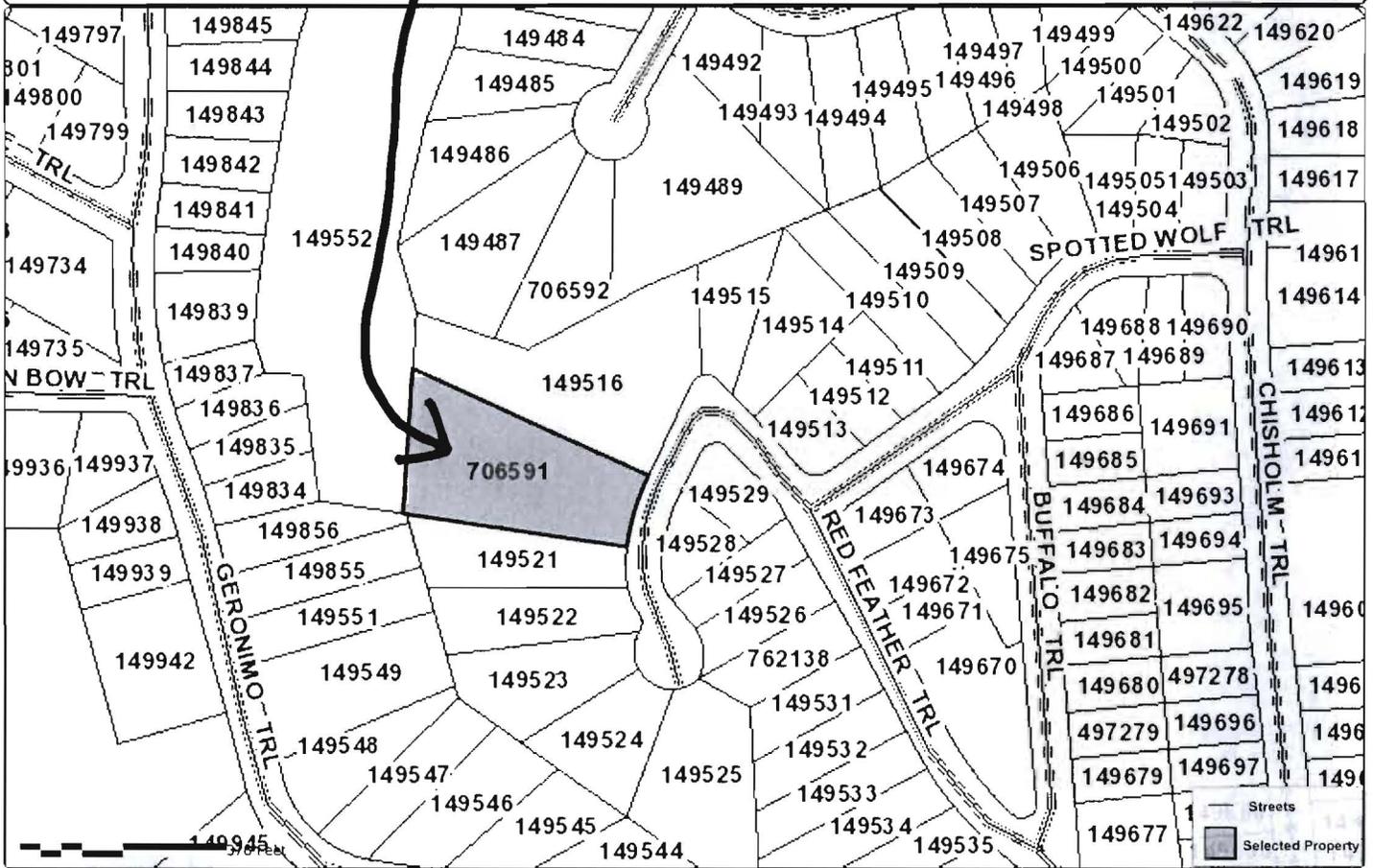
For future reference, please send all utility coordination, abandonments, encroachments, plat signatures, or serviceability requests, or notices of relocation to [west-engineering-relo@twcable.com](mailto:west-engineering-relo@twcable.com). Please share this information with whoever needs these services.

Sincerely,



# Site

## Travis CAD / Map of Property ID 706591 for Year 2013



### Property Details

#### Account

Property ID: 706591

Geo ID: 0147550179

Type: Real

Legal Description: LOT 346&347 APACHE SHORES FIRST INSTALLMENT

#### Location

Situs Address: RED FEATHER TRL TX 78734

Neighborhood: APACHE SHORESS(Obsolete-MERGED INTO R4120)

Mapsc0: 490R

Jurisdictions: 0A, 03, 07, 2J, 52

#### Owner

Owner Name: DECKER JAY & MARY

Mailing Address: , 171 WOODLAND DR, , DRIFTWOOD, TX 78619-4246

#### Property

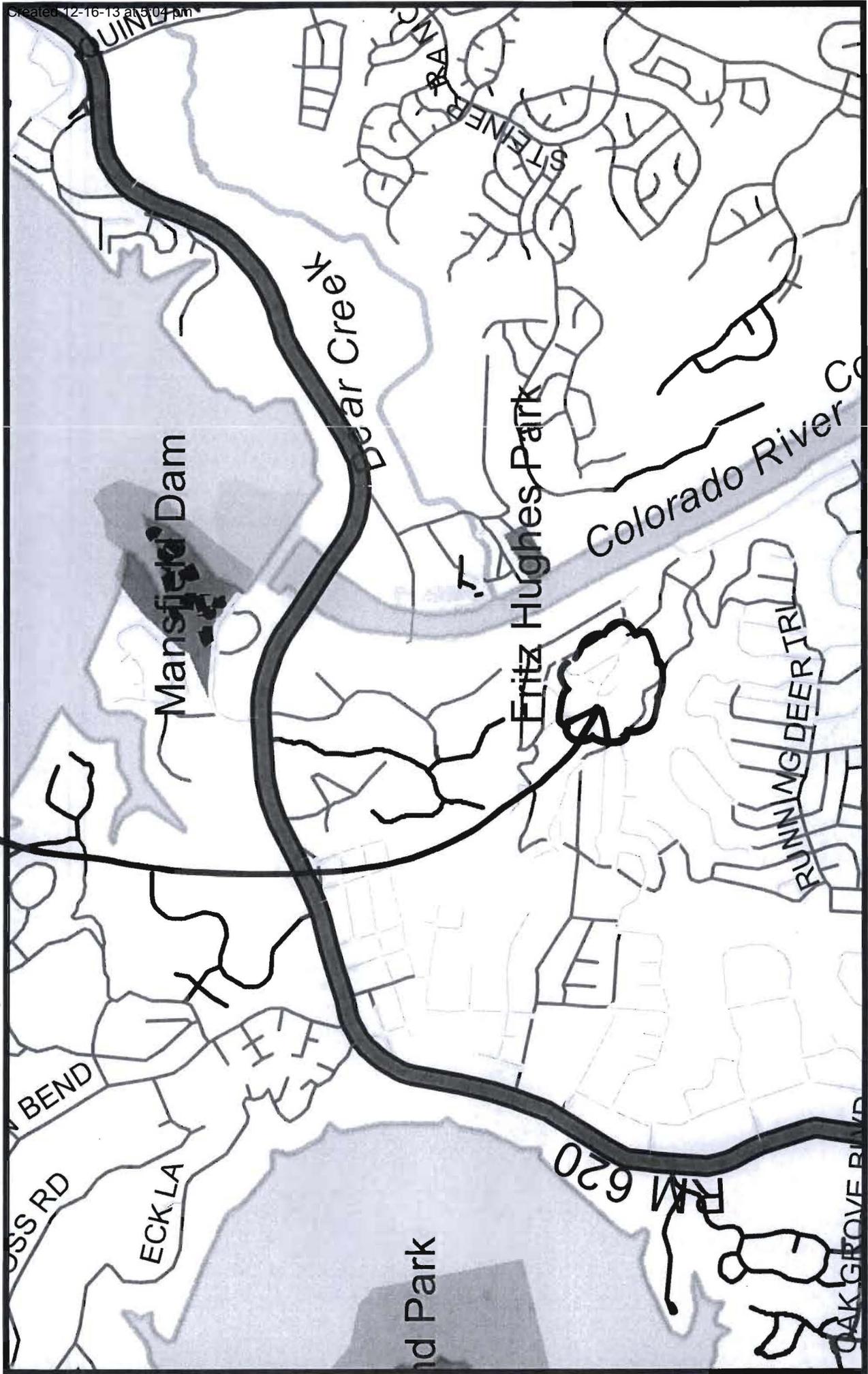
Appraised Value: \$46,000.00

<http://propaccess.traviscad.org/Map/View/Map/1/706591/2013>

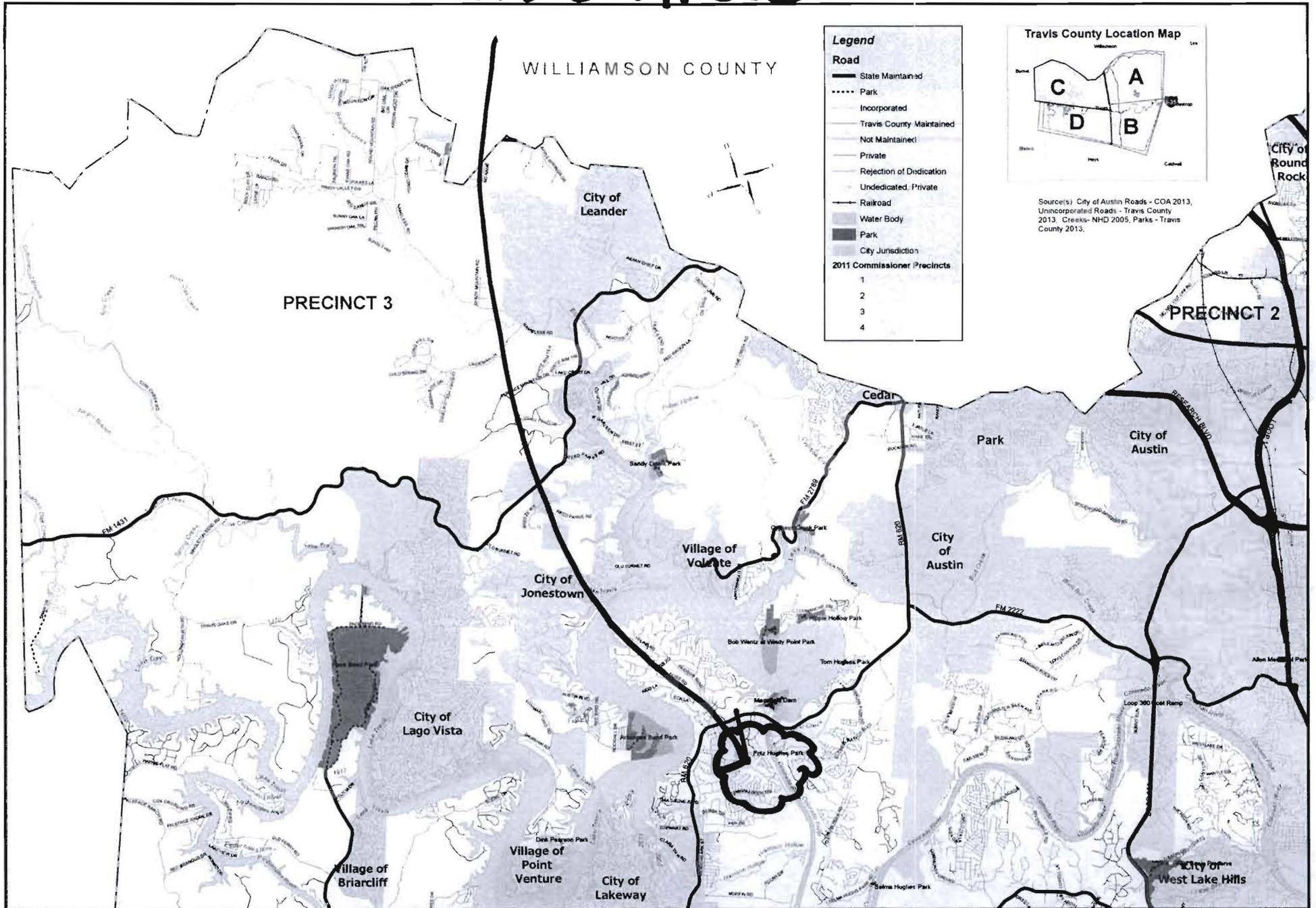
powered by  
**PropertyACCESS**  
www.truautomation.com

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

# Site Area



# Site Area



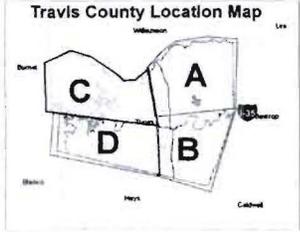
**Legend**

**Road**

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

**2011 Commissioner Precincts**

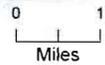
- 1
- 2
- 3
- 4



Source(s): City of Austin Roads - COA 2013, Unincorporated Roads - Travis County 2013, Creeks - NHD 2005, Parks - Travis County 2013.

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



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



## Travis County Commissioners Court Agenda Request

**Meeting Date:** December 20, 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. Mahilla, P.E., County Executive-TNR

**Sponsoring Court Member:** Commissioner Todd, Precinct Two

**AGENDA LANGUAGE:** Approve setting a public hearing on Tuesday, January 14, 2014 to receive comments regarding a request to authorize the filing of an instrument to vacate a five foot wide public utility easement (PUE) located over and across a portion of Lot 15 of Travis Vista – Precinct Two.

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

TNR staff has received a request to authorize the filing of an instrument to vacate a five foot wide PUE located over and across a portion of Lot 15 of Travis Vista. The easement is dedicated per plat note. Lot 15 fronts on Travis View Loop, a street maintained by Travis County.

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

### **STAFF RECOMMENDATIONS:**

The request has been reviewed by TNR staff and staff finds the vacation request meets all Travis County standards. TNR staff recommends setting the public hearing.

### **ISSUES AND OPPORTUNITIES:**

According to the request letter a portion of the existing home was constructed within the subject easement. Vacating this easement should resolve this encroachment issue.

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

None.

**ATTACHMENTS/EXHIBITS:**

Order of Vacation  
Field Notes  
Request Letter  
Utility Statements  
Maps

**REQUIRED AUTHORIZATIONS:**

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

**CC:**

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

**SM:AB:ps**

**1101 - Development Services Long Range Planning - Travis Vista**

**ORDER OF VACATION**

**STATE OF TEXAS                    §**

**COUNTY OF TRAVIS   §**

WHEREAS, the property owner requests the vacation of a five foot wide public utility easement located over and across a portion of Lot 15 of Travis View as recorded at Volume 48, Page 19 of the Real Property Records of Travis County, Texas;

WHEREAS, the utility companies known to be operating in the area have indicated they have no need for the public utility easements as described in the attached field notes and sketch;

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

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on January 14, 2014 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the five foot wide public utility easement located over and across a portion of Lot 15 of Travis Vista, as shown and described in the attached field notes and sketch, is hereby vacated.

ORDERED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014.

\_\_\_\_\_  
SAMUEL T. BISCOE, COUNTY JUDGE

\_\_\_\_\_  
COMMISSIONER RON DAVIS  
PRECINCT ONE

\_\_\_\_\_  
COMMISSIONER BRUCE TODD  
PRECINCT TWO

\_\_\_\_\_  
COMMISSIONER GERALD DAUGHERTY  
PRECINCT THREE

\_\_\_\_\_  
COMMISSIONER MARGARET GOMEZ  
PRECINCT FOUR

## ***Precise Land Surveying, Inc.***

---

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

### ***Exhibit "A"***

BEING a portion of Lot 15, of Travis Vista, a subdivision in Travis County, Texas, according to the plat thereof recorded in Volume 48, Page 19, of the Plat Records of Travis County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a found 1/2-inch iron rod on the west line of Travis View Loop, being the common east corner of Lot 14 and said Lot 15;

THENCE North 68° 00' 00" West, a distance of 116.79 feet along the common line of said Lots 14 and 15 to the POINT OF BEGINNING of the herein described tract;

THENCE North 68° 00' 00" West, a distance of 5.00 feet along said common line to a set 1/2-inch iron rod;

THENCE North 20° 58' 00" East, a distance of 81.78 feet;

THENCE South 52° 23' 00" East, a distance of 5.22 feet;

THENCE South 20° 58' 00" West, a distance of 80.38 feet to the POINT OF BEGINNING and containing 405 square feet or 0.01 of one acre of land.

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



*Robert T. Paul, Jr.*

Registered Professional Land Surveyor  
October 24, 2013  
613-1673A



Mr. Scoggins,

We are requesting Travis County to vacate the easement on the subject property of:

David Simono  
13108 Travis View Loop, Austin Tx 78732

Legal Description of "Lot 15 Travis Vista"

We are requesting this as the property has a PUE going through the back of the house. This PUE has been signed off by all parties:

Time Warner  
AT&T  
Austin Energy  
WCID 17

Thanks for your consideration,

Sincerely  
Kirk Lewis  
[kirklewis@austin.rr.com](mailto:kirklewis@austin.rr.com)  
512-422-2495

For David Simono



**SOUTHWESTERN BELL TELEPHONE COMPANY**

**RELEASE OF EASEMENT**

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

*Lot 15, of Travis Vista, Deed of record in Document 2011126620, Property Records of Travis County, Texas*

Said land of GRANTEES being subject to:

*Easements recorded in Volume 48, Page 19, Plat Records of Travis County, Texas,*

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

*All of the 5 foot PUE crossing said Lot 15, described above,*

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

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this 11<sup>th</sup> day of NOVEMBER, 2013

SOUTHWESTERN BELL TELEPHONE COMPANY

*David A Williams*

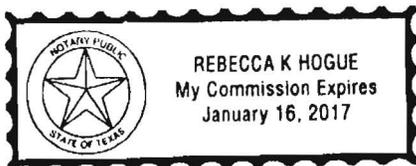
Name: David A Williams

Title: Lead OSP Plant & Cable Designer

THE STATE OF TX  
COUNTY OF TARRANT

BEFORE ME, the undersigned authority, on this day personally appeared DAVID WILLIAMS, known to me to be the person whose name is subscribed to the foregoing instrument as Manager, Engineering-Design of Southwestern Bell Telephone Company, a Delaware corporation, and acknowledged to me that he/she executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 11<sup>th</sup> day of NOVEMBER, 2013



*Rebecca K Hogue*  
Notary Public in and for the State of TEXAS  
My Commission Expires Jan 16, 2017



# TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT 17

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

## UTILITY EASEMENT RELEASE APPLICATION

Date: 11-1-13

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

Property Address: 13108 Travis View Loop

Legal Description: LOT 15 Travis Vista  
VOL 48, 19

A plat drawing with the easement highlighted must accompany this application.

Applicant Name: KIRK Lewis

Address: \_\_\_\_\_

Reason for Request: VACATE EASEMENT PUE

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

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

Henry Marley 11.5.13  
Signature Date  
Reviewer: Henry Marley

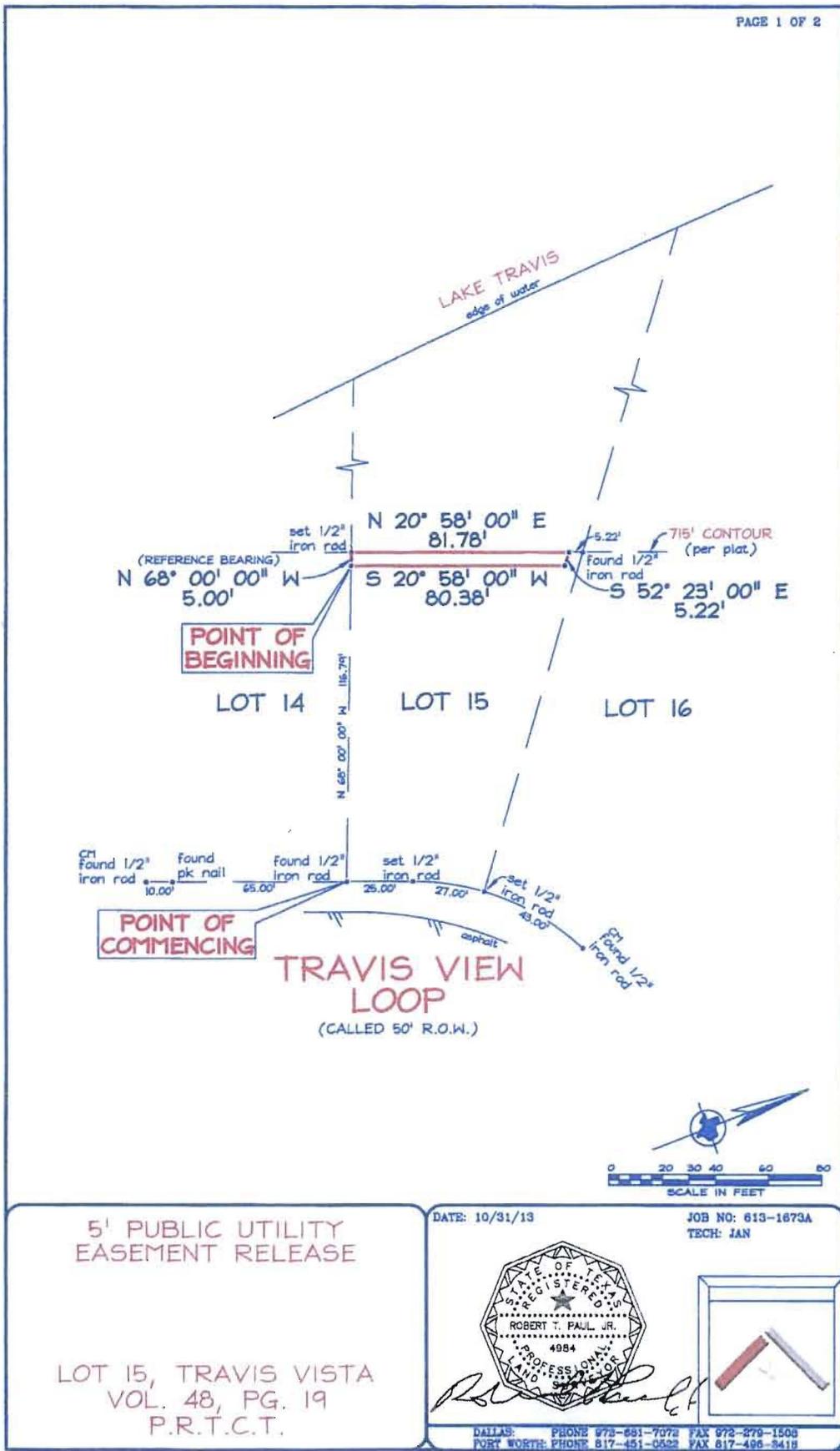
Deborah S. Gernes 11/5/2013  
Signature Date  
Printed Name Travis County WCID #17  
General Manager 3812 Eck Lane  
Title Austin, TX 78734

Please return this completed form to:

KIRK Lewis  
Name  
Phone: 512-422-2495 512-422-2495  
Fax: \_\_\_\_\_  
Address  
Email: KIRKLEWIS  
AUSTIN.PR.COM City/State/Zip







## *Precise Land Surveying, Inc.*

---

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

### *Exhibit "A"*

BEING a portion of Lot 15, of Travis Vista, a subdivision in Travis County, Texas, according to the plat thereof recorded in Volume 48, Page 19, of the Plat Records of Travis County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a found 1/2-inch iron rod on the west line of Travis View Loop, being the common east corner of Lot 14 and said Lot 15;

THENCE North 68° 00' 00" West, a distance of 116.79 feet along the common line of said Lots 14 and 15 to the POINT OF BEGINNING of the herein described tract;

THENCE North 68° 00' 00" West, a distance of 5.00 feet along said common line to a set 1/2-inch iron rod;

THENCE North 20° 58' 00" East, a distance of 81.78 feet;

THENCE South 52° 23' 00" East, a distance of 5.22 feet;

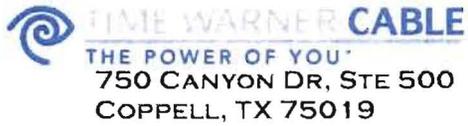
THENCE South 20° 58' 00" West, a distance of 80.38 feet to the POINT OF BEGINNING and containing 405 square feet or 0.01 of one acre of land.

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



*Robert T. Palmer*

Registered Professional Land Surveyor  
October 24, 2013  
613-1673A



Via

November 5, 2013

Debra Holloway  
Gracy Title  
1921 Lohmans Crossing Suite 200  
Austin, TX 78734  
debra@gracytitle.com

SUBJECT: Abandonment of the ROW at 13108 Travis View Loop, Austin, TX

We have reviewed your request for the above referenced Utility Easement, and Time Warner Cable (TWC) hereby grants the abandonment of the ROW 13108 Travis View Loop and/or Lot 15, Travis Vista, located in Austin, TX.

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Luan Law", is written below the "Sincerely," text.



PROJECT INFORMATION

Location Name: <u>NTX Dallas</u> Project Name: _____ Activity Name: _____ Line of Business: <u>Select LOB</u> Project Driver: _____ Project Type: <u>Select Project Type</u> BW/Fiber Activity: _____ PA Type: <u>Select Type</u> Existing Bandwidth: _____ Category: _____	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td></td> <td>Miles</td> <td>Cost Per</td> </tr> <tr> <td>Aerial</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>Underground</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>Total</td> <td>_____</td> <td>_____</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td></td> <td>Passings</td> <td>Cost Per</td> </tr> <tr> <td>Aerial</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>Underground</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>Total</td> <td>_____</td> <td>_____</td> </tr> </table>		Miles	Cost Per	Aerial	_____	_____	Underground	_____	_____	Total	_____	_____		Passings	Cost Per	Aerial	_____	_____	Underground	_____	_____	Total	_____	_____
	Miles	Cost Per																							
Aerial	_____	_____																							
Underground	_____	_____																							
Total	_____	_____																							
	Passings	Cost Per																							
Aerial	_____	_____																							
Underground	_____	_____																							
Total	_____	_____																							

BU	Project #	ID	OU	BS	Product	FA	Res. Cat	Sub. Cat
14900			5105		n/a	601		Multiple

**Project Justification**

Construct fiber tie-point and distribution plant to service new MDU customers.....

LEAVE BLANK

PURCHASE INFORMATION

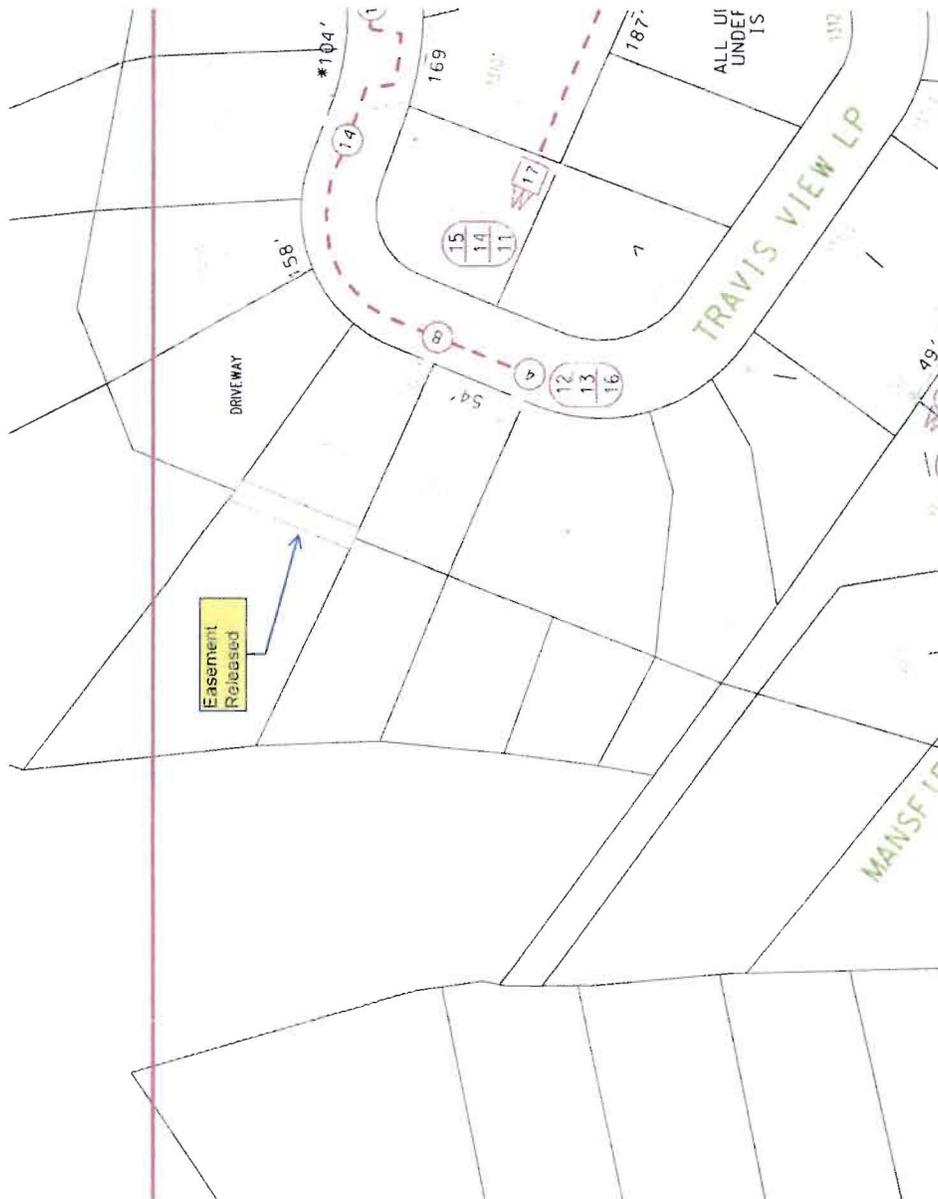
	Contract Labor	In-House Labor	Materials	Freight	Reimbursement	Total
Design - Aerial	601	_____	_____	_____	_____	_____
Make Ready - Aerial	601	_____	_____	_____	_____	_____
Strand & Hardware - Aerial	601	_____	_____	_____	_____	_____
Splicing & Electronics - Aerial	601	_____	_____	_____	_____	_____
Fiber Construction - Aerial	601	_____	_____	_____	_____	_____
Coaxial Construction - Aerial	601	_____	_____	_____	_____	_____
Capitalized Interest - Aerial	601	_____	_____	_____	_____	_____
Design - UG	601	_____	_____	_____	_____	_____
Make Ready - UG	601	_____	_____	_____	_____	_____
Hardware - UG	601	_____	_____	_____	_____	_____
Splicing & Electronics - UG	601	_____	_____	_____	_____	_____
Fiber Construction - UG	601	_____	_____	_____	_____	_____
Coaxial Construction - UG	601	_____	_____	_____	_____	_____
Capitalized Interest - UG	601	_____	_____	_____	_____	_____
<b>EQHDE</b>						
Fiber Optonics - Headend	601	_____	_____	_____	_____	_____
<b>INSTL</b>						
Drops - New Connects	601	_____	_____	_____	_____	_____
Make Ready - Replacements	_____	_____	_____	_____	_____	_____
Total						

PA TOTALS

Project #	Was this activity Budgeted? <u>Select Answer</u>	Budget	Outlook	YTD Authorized	Uncommitted												
Budgeted Project Information (If Budget is "Borrowed" from another Project, Indicate that Project here):																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Project ID</td> <td style="width: 15%;">Activity ID</td> <td style="width: 10%;">OU</td> <td style="width: 10%;">BS</td> <td style="width: 10%;">FA</td> <td style="width: 45%;">Amount</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>					Project ID	Activity ID	OU	BS	FA	Amount							Total Requested Authorization
Project ID	Activity ID	OU	BS	FA	Amount												

APPROVALS

Requester Information	Required Approvals	Date
Name: _____	_____	_____
Title: _____	_____	_____
Phone: _____	_____	_____
Signature: _____	_____	11/6/2013





**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 13108 Travis view Loop, Austin, TX 78732 (address) and/or Lot 15 Travis Vista (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  
October 30, 2013

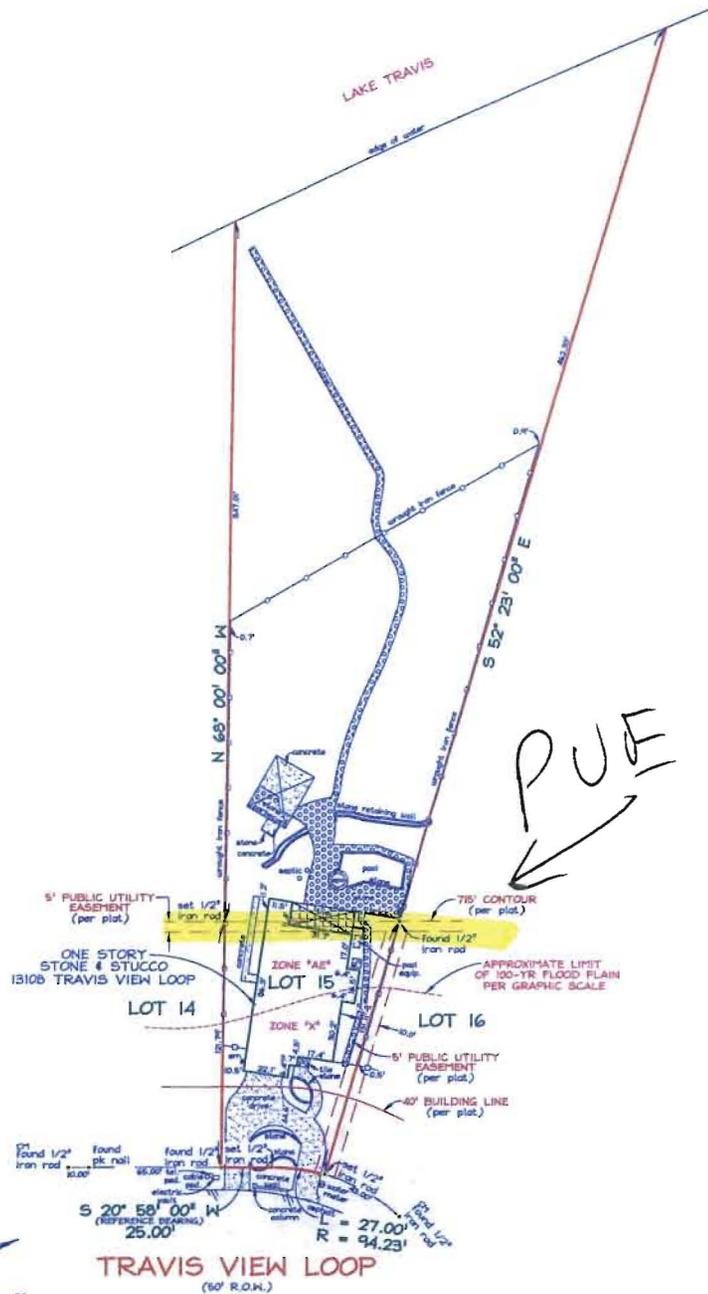
Date

Please return this completed form to:

David Simond  
Name

13108 Travis View Loop  
Address

Austin TX 78732  
City/State/Zip



**PROPERTY DESCRIPTION**

Being Lot 15, of Travis Vista, a subdivision in Travis County, Texas, according to the map or plot of record in Volume 45, Page 19, of the Plat Records of Travis County, Texas.

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

On this date the easements, rights-of-way or other locatable matters of record of which the undersigned has knowledge or has been advised are as shown or noted hereon.

A portion of the subject property appears to lie within the limits of a 100-year flood hazard zone according to the Map published by the Federal Emergency Management Agency, and has a Zone "AE", "X" Rating as shown by Map No. 48493C0220 H, dated SEPTEMBER 26, 2008. The statement that the property does or does not lie within a 100-year flood zone is not to be taken as a representation that the property will or will not flood. This survey is not to be used for construction purposes and is for the exclusive use of Gracy Title Company only and this survey is made pursuant to that one certain title commitment under the GP number 0247-14814, provided by the title company named hereon.

**NOTES:**

CM = CONTROLLING MONUMENT.

THIS PROPERTY IS AFFECTED BY THE FOLLOWING:  
RELEASE OF EASEMENT, VOL. 5405, PG. 2224, D.R.T.C.T.

THIS PROPERTY IS SUBJECT TO THE FOLLOWING:  
EASEMENT, VOL. 554, PG. 539, D.R.T.C.T.

THIS PROPERTY IS NOT AFFECTED BY THE FOLLOWING:  
EASEMENT, VOL. 632, PG. 164, VOL. 632, PG. 166,  
VOL. 649, PG. 119, PG. 649, PG. 123, D.R.T.C.T.  
EASEMENT, VOL. 480, PG. 305, D.R.T.C.T.

BEARINGS ARE BASED ON THE RECORDED PLAT REFERENCED ABOVE.

LAKE FRONT LOT LINES EXTEND TO THE OLD BANK OF THE COLORADO RIVER, AS NOTED ON PLAT.



NO.	REMARKS

**Precise Land Surveying, Inc.**

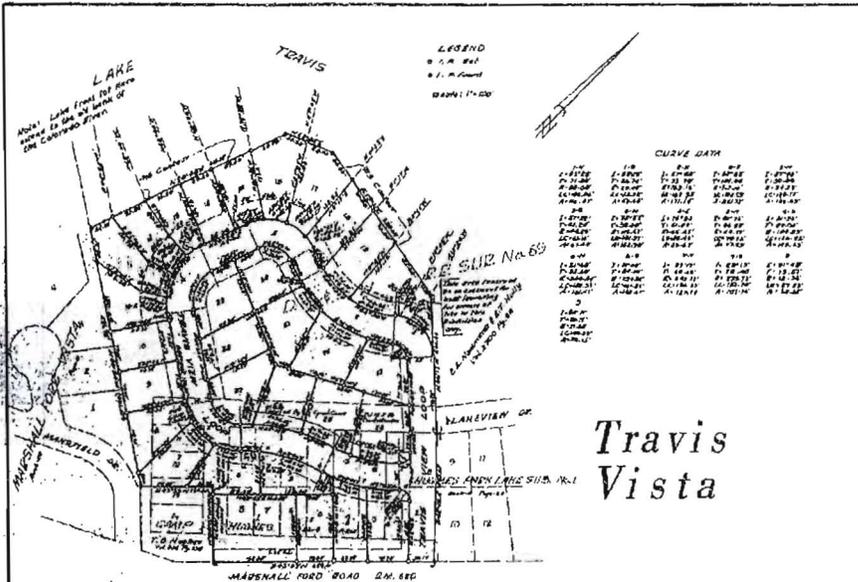
4025 EASTOVER DRIVE • MESQUITE, TEXAS 75149  
(972) 681-7072 FAX (972) 279-1508

**BOUNDARY SURVEY**  
13108 TRAVIS VIEW LOOP  
TRAVIS COUNTY, TEXAS



SUBJECT	
DATE	12/26/13
JOB	
FIELD DATE	12/24/13
ISSUED BY	
SCALE	1" = 40'
JOB NUMBER	613-1673
SHEET	1 OF 1





Vol. 748 Page 19  
Dallas County, Texas

Oct-7-69 8:00 AM 2819 47 50

22-2355

Vol. 748 Page 19  
Dallas County, Texas

STATE OF TEXAS  
 COUNTY OF TRAVIS: KNOW ALL MEN BY THESE PRESENTS:  
 That we E.T. Holly and E.E. Neuman, owners of that certain tract of land out of the DAW Railroad Co. Survey No. 63 in Travis County, Texas, including lots 11, 12 and 13 of said survey, and also a subdivision of the same in Book 3 of the Plat Records of Travis County, Texas, and lots 1 through 3 of HUGHES PARK LAKE SUB-DIVISION No. 1, according to a plat of record in Book 4 of the Plat Record of Travis County, Texas, and a "resubdivided" tract known as Lakeview Drive, and an unincorporated area of said DAW Railroad Co. Survey No. 63 and Subdivided to us by deed of record in Vol. 3700 of page 54 of the Deed Record of Travis County, Texas, do hereby subdivide said tract in accordance with the attached plat, said subdivisions to be known as TRAVIS VISTA and we do hereby dedicate to the public the streets and easements shown hereon.  
 WITNESS OUR HANDS this 15th day of September A.D. 1969.

E.T. Holly  
 E.T. Holly

E.E. Neuman  
 E.E. Neuman

STATE OF TEXAS  
 COUNTY OF TRAVIS  
 Before me, the undersigned authority on this day personally appeared E.E. Neuman, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.  
 GIVEN UNDER MY HAND and seal of office this 15th day of September, A.D. 1969.

James M. Wacker  
 Notary Public in and for Travis Co. Tex.

FILED FOR RECORD on the 7 day of October A.D. 1969 at 2:30 o'clock P.M.  
 Miss Emily Limbary, Clerk of Co. Travis Co. Texas  
 By James M. Wacker  
 Notary

STATE OF TEXAS  
 COUNTY OF TRAVIS:  
 Before me, the undersigned authority, on this day personally appeared E.T. Holly, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.  
 GIVEN UNDER MY HAND and seal of office this 15th day of September, A.D. 1969.

James M. Wacker  
 Notary Public in and for Travis Co. Tex.

STATE OF TEXAS  
 COUNTY OF TRAVIS:  
 I, Miss Emily Limbary, county clerk of Travis County, Texas, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the 7 day of October A.D. 1969 at 2:30 o'clock P.M. and duly recorded on the 7 day of October, A.D. 1969 at 2:30 o'clock P.M. in the Plat Records of said County in Book 48 at page 19.  
 WITNESS MY HAND and seal of the court of said county, this date last written above.

Miss Emily Limbary, Clerk of Co. Travis Co. Tex.  
 By James M. Wacker  
 Notary

In reviewing this plat by the Commissioners Court of Travis County, Texas, it is understood that the building of an electric, gas or other public thoroughfare and the responsibility of the owner and/or developer of the land covered by this plat, in accordance with plans and specifications approved by the Commissioners Court of Travis County, Texas, and the Commissioners Court of Travis County, Texas, becomes an obligation to build way of streets, roads or other public thoroughfares shown on this plat, or any bridges or culverts in connection therewith.

NOTE:  
 No lot in this subdivision shall be occupied until water connections for public consumption is available from a source on the land, a community source, or a public utility source. In addition, every lot shall be equipped with a water tank. Said water tank system to have a capacity of not less than 300 gallons with a drain field of not less than 150 feet, and shall be installed in accordance with the regulations of the City-County Health Officer and shall be inspected and approved by such officer. This restriction is enforced by the City of Austin-Travis County Health Unit and/or the Subdivider.

This is to certify that Section 25.27 of the City Code of 1964 has been complied with.

Severance Note:  
 An easement of five feet on the rear and sides of all lots in this subdivision is hereby dedicated for public utilities.

STATE OF TEXAS  
 COUNTY OF TRAVIS:  
 I, Miss Emily Limbary, clerk of the county court within and for the County and State aforesaid do hereby certify that on the 7 day of October, A.D. 1969 the Commissioners 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 19.  
 WITNESS MY HAND and seal of the County Court of said County, this 15th day of October, A.D. 1969.

Miss Emily Limbary, Clerk of Co. Travis Co. Tex.  
 By James M. Wacker  
 Notary

APPROVED FOR ACCEPTANCE  
Walter M. Osborne  
 Director of Planning

ACCEPTED AND AUTHORIZED FOR RECORD by the Planning Commission of the City of Austin, Texas, this 15th day of October, A.D. 1969.  
James M. Wacker  
 Notary

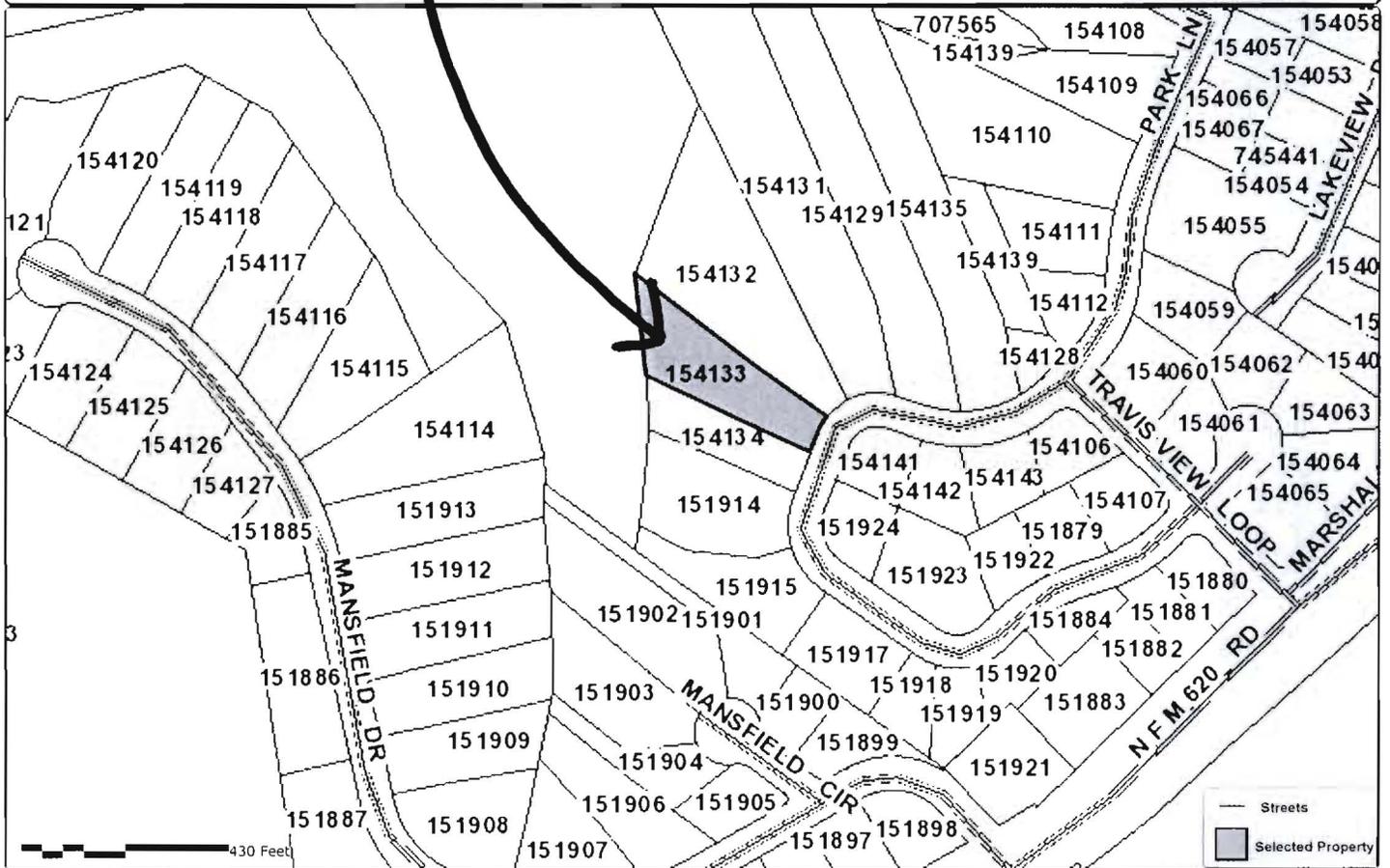
Surveyed By B.J. Reed Date May 1969  
 G.P. Reed Reg. Prof. Surveyor



CB-69-40

# Site

## Travis CAD Map of Property ID 154133 for Year 2013



### Property Details

#### Account

Property ID: 154133  
 Geo ID: 0152480206  
 Type: Real  
 Legal Description: LOT 15 TRAVIS VISTA

#### Location

Situs Address: 13108 TRAVIS VIEW LOOP TX 78732  
 Neighborhood: WATERFRONT COMMANCHE, ETC  
 Mapsco: 491G  
 Jurisdictions: 0A, 03, 17, 2J, 52, 68, 69

#### Owner

Owner Name: SIMONO DAVID M & ERIK A  
 Mailing Address: , 13018 TRAVIS VIEW LOOP, , AUSTIN, TX 78732-1739

#### Property

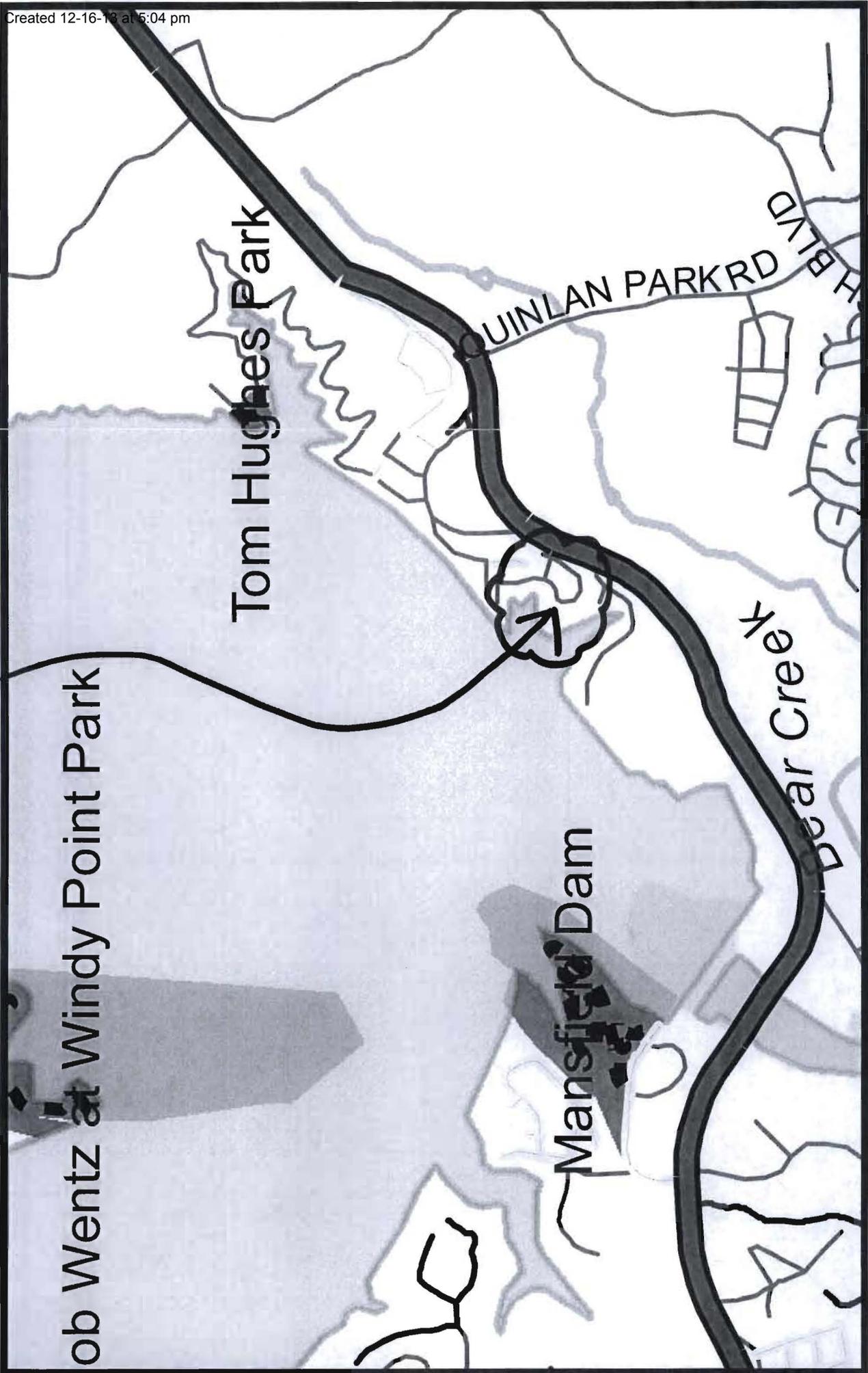
Appraised Value: \$828,528.00

<http://propaccess.traviscad.org/Map/View/Map/1/154133/2013>

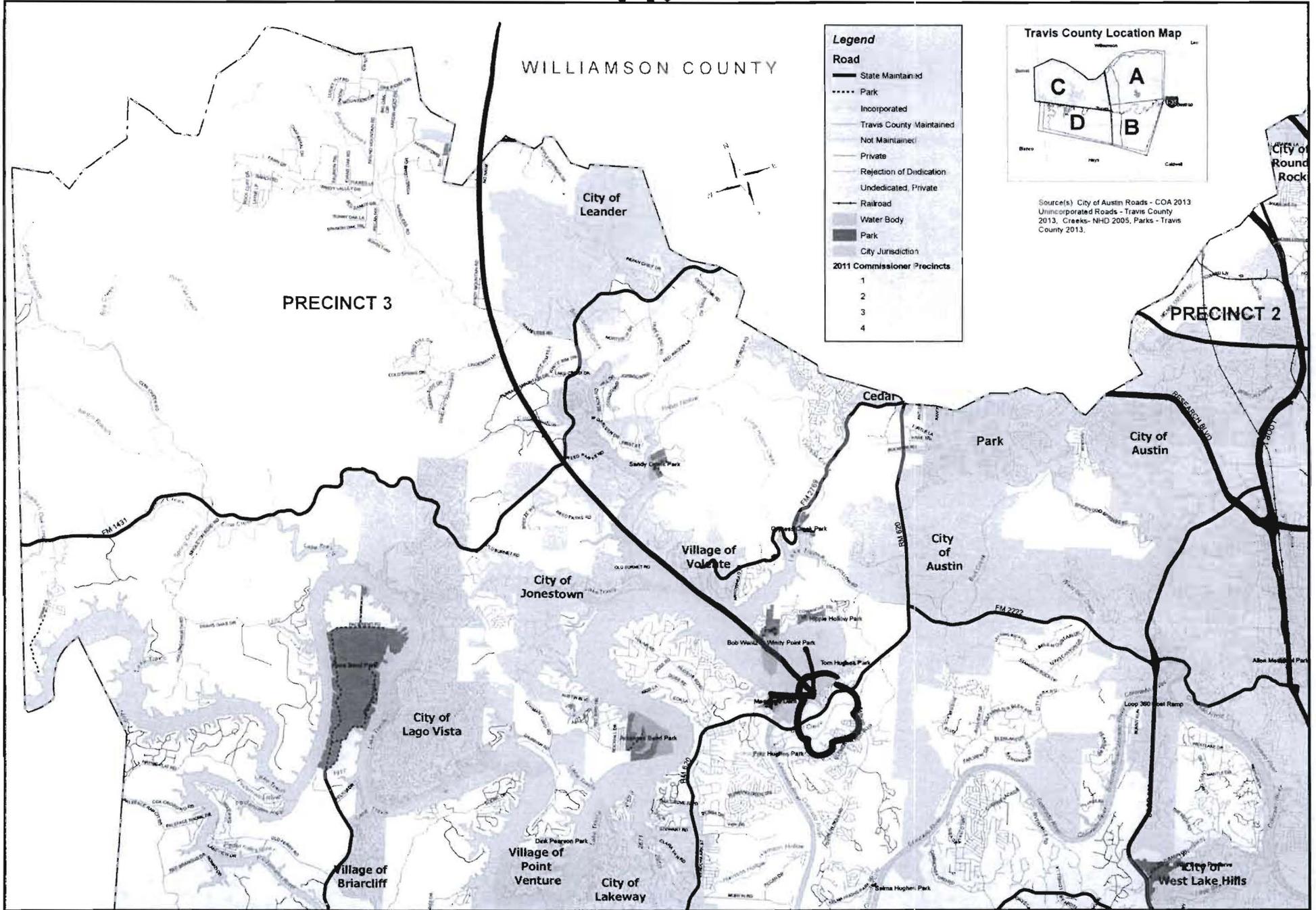
powered by  
**PropertyACCESS**  
 www.trueautomation.com

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

# Site Area



# Site Area



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



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