



Travis County Commissioners Court Agenda Request

Meeting Date: January 14, 2014

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

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

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

Sponsoring Court Member: Commissioner Todd, Precinct Two

AGENDA LANGUAGE: Receive comments regarding a request to authorize the filing of an instrument to vacate a 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 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 and staff finds the vacation request meets all Travis County standards. As of this memo, staff has not received any inquiries in regards to this request. As such, TNR recommends the request.

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
- Sign Affidavit and Pictures
- Maps

REQUIRED AUTHORIZATIONS:

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

CC:

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

SM:AB:ps
1101 - Development Services Long Range Planning - Travis Vista



Travis County Commissioners Court Agenda Request

Meeting Date: January 14, 2014

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: 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 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 subject easements. Staff foresees no opposition to this request.

STAFF RECOMMENDATIONS:

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

ISSUES AND OPPORTUNITIES:

According to the request letter the owner of the subject 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 subject easements.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

ATTACHMENTS/EXHIBITS:

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

REQUIRED AUTHORIZATIONS:

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

CC:

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

SM:AB:ps

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



Travis County Commissioners Court Agenda Request

Meeting Date: January 14, 2014

Prepared By/Phone Number: Christy Moffett / 854-3460

Elected/Appointed Official/Dept. Head:

Sherri E. Fleming, County Executive of Travis County Health and Human Services & Veterans Service

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Receive public comments regarding the Substantial Amendments to the Program Year 2009-2013 Action Plans and Program Years 2011-2013 Consolidated Plan for the Community Development Block Grant provided by HUD.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Under the provisions of Title 1 of the Housing and Community Development Act of 1974 (42 USC 5301), the federal government, through the U.S Department of Housing and Urban Development (HUD), sponsors the Community Development Block Grant (CDBG), a program that provides annual grants to cities and counties to develop viable urban communities by providing decent housing, a suitable living environment, and by expanding economic opportunities for low and moderate income persons.

Travis County needs to amend its PY11-PY13 Consolidated Plan goals to align with proposed project changes. Amendments to its PY09-PY13 Action Plans to address a 5% reduction in PY13 funds, to direct project savings totaling \$862,673.99 to new projects and to add additional alternate projects for PY2013 also need to occur. The large amount of project savings is due to the homebuyer assistance project that did not perform as projected.

On December 17, 2013, the Travis County Commissioners Court approved a 30-day public comment period spanning from January 3, 2014, through February 3, 2014, as well as a public hearing on January 14, 2014. Notice of the comment period and public hearing was provided in newspapers of general circulation, through postal and electronic mailings, on the County's

website, Facebook, Twitter and the seven Travis County Community Centers.

STAFF RECOMMENDATIONS:

Staff recommends the public hearing to be compliant with HUD regulations and Travis County's Citizen Participation Plan.

ISSUES AND OPPORTUNITIES:

Comments may be received in writing beginning January 3, 2014 at 8:00 a.m. through on February 3, 2014 at 5:00 p.m. The public can access the draft document by visiting www.co.travis.tx.us/CDBG, by visiting any of the seven Travis County Community Centers or by calling 512-854-3460 to request a copy. The public can submit written comments by mailing them to CDBG Program, Travis County HHSVS, P.O. Box 1748, Austin, TX 78767 or emailing them to cdbg@co.travis.tx.us.

FISCAL IMPACT AND SOURCE OF FUNDING:

No budget impacts are anticipated by this item.

REQUIRED AUTHORIZATIONS:

None.

TRAVIS COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

Public Hearing for the Substantial Amendments to
PY 2009-2013 Action Plans & PY2011-2013
Consolidated Plan

Travis County Commissioners Court
January 14, 2014



Amendment to the PY13 Action Plan



PY 2013 Action Plan Substantial Amendment

Figure 1: PY13 Action Plan Changes

Project	Original Funding Level	Reduced Funding Level	Reduction Impact
PY13 Administration and Planning	\$181,985	\$171,106	Loss of \$10,879. This project does not have beneficiaries associated with it.
PY13 Social Work Expansion	\$75,000	\$75,000	No Fiscal or Beneficiary Changes
PY13 Fair Housing & Tenants' Rights	\$50,000	\$50,000	No Fiscal or Beneficiary Changes
PY13 Lake Oak Estates, Phase 3	\$425,000	\$425,000	No Fiscal or Beneficiary Changes
PY13 Owner Occupied Home Rehabilitation	\$177,940	\$134,428	Loss of \$43,512. Reduction in beneficiaries by 3 houses. Will use project savings to make the project whole so long term impact to beneficiaries is 0.*
TOTAL	\$909,925	\$855,534	Loss of \$54,391 and 3 less homes rehabilitated.*

Project Savings from PY2009-2012 Projects



PY 2009-2012 Project Savings

Figure 2: PY09-12 Project Savings

Original Project	Project Savings
PY11 Administration and Planning	\$4,854.17
PY11 Social Work Expansion	\$29,031.23
PY12 Administration and Planning	\$34,036.76
PY12 Social Work Expansion	\$18,989.14
PY12 Fair Housing	\$21,816.00
PY09 Homebuyer Assistance	\$470,596.35
PY10 Homebuyer Assistance	\$283,350.34
TOTAL	\$862,673.99

Proposed Projects for Reallocation of Funds



Proposed Projects for Project Savings

Figure3: Reallocation of PY09-12 Project Savings

Project	Amount	Impact	Priority in the PY11-13 Consolidated Plan	Summary of Project
PY13 Owner Occupied Home Rehabilitation	\$315,572	12 houses 100% low/mod households	High	Assistance to homeowners with up to \$24,999 in repairs to improve substandard housing, accessibility or energy efficiency. A 5-year deferred, forgivable loan will be made to eligible households. Program targets households at 80% Median Family Income (MFI).
PY13 Barkley Meadows Flood Damage Repair	\$547,101.99	8559 people 57.7% low to moderate income area	Medium, but Urgent Need due to Flood	Assistance to restore Barkley Meadows to its state prior to the October 31, 2013 flood. Project includes tree/debris removal, play area resurfacing and replacement of playscape, fencing, replace curb stops, bank stabilization and erosion mitigation. Replanting of trees, re-sodding or other re-vegetation, if needed.
TOTAL	\$862,673.99			

Proposed Alternate Projects for Project Savings

Project	Amount	Impact	Priority in the PY11-13 Consolidated Plan	Summary of Project
Richard Moya Park Flood Damage Repair [^]	Up to \$250,000	9162 people 57.1% low to moderate income area	Medium, but Urgent Need due to Flood	Assistance to restore Richard Moya Park to its state prior to the October 31, 2013 flood. Project includes replacing Small Play Area East with surfacing, bank stabilization and re-sodding, tree planting and re-vegetation/reconstruction of Park.
Detention Pond Rehabilitation due to Flood Damage: Precinct 4 – 5000 block of S US Hwy 183, south of Burlison Rd intersection [^]	Up to \$50,000	4738 people 53.3% low to moderate income area	Medium, but Urgent Need due to Flood	Restore the detention pond to its state prior the October 31, 2013 flood. Project includes: repairing embankment and berm, grading and stabilization.
Outfall: Northeast Metro Park ^{^*}	Up to \$15,000	394 people 36.1% low to moderate income area	Medium, but Urgent Need due to Flood	Restore the outfall to its state prior the October 31, 2013 flood. Project includes: reconstruction and repair of outfall and outfall channel.

Proposed Alternate Projects for Project Savings, Continued

Project	Amount	Impact	Priority in the PY11-13 Consolidated Plan	Summary of Project
Detention Pond: Gattis School Road^*	Up to \$250,000*	1495 people 20.9% low to moderate income area	Medium, but Urgent Need due to Flood	Restore the detention pond to its state prior the October 31, 2013 flood. Project includes: reconstruction of pond including addressing extensive channel embankment erosion. *If re-design is needed, the project will not be CDBG eligible.
Detention Pond: Howard Lane^	Up to \$50,000	4364 people 53.5% low to moderate income area	Medium, but Urgent Need due to Flood	Restore the detention pond to its state prior the October 31, 2013 flood. Project includes: reconstruction of pond including addressing clogged culvert, erosion of channel, debris clean up and stabilization.
Richard Moya Park Flood Damage Repair^	Up to \$500,000	9162 people 57.1% low to moderate income area	Medium, but Urgent Need due to Flood	Assistance to restore Richard Moya Park to its state prior to the October 31, 2013 flood. Project includes any remaining unfunded items that need to be repaired to restore the Park to its pre-flood state. Work can include a variety of tasks from additional re-vegetation, reconstruction of paths and amenities, erosion controls, etc.

PY-11-13 Consolidated Plan Amendments



PY 2011-2013 Consolidated Plan Substantial Amendment

Tables which outlined the goals and objectives for housing by income category, homebuyer assistance, home rehabilitation, non-housing community development by investment, and parks were changed.

- Reduced the outcomes homebuyer assistance program
- Increased the outcomes for the owner occupied home rehabilitation project.
- Added an outcome for Parks (public facility) to capture the flood repair work in Barkley Meadows.



Travis County Commissioners Court Agenda Request

Meeting Date: 1/14/14

Prepared By/Phone Number: William Paterson, 854-9650
John Brady, 854-9586

Elected/Appointed Official/Dept. Head: Leslie Browder, 854-9106 *LB*

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

AGENDA LANGUAGE:

Discuss and take appropriate action on an award for "Business of the Year" presented by the Texas Department of Assistive and Rehabilitative Services (DARS) Blind Services Division to Travis County.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The Backup Memorandum recounting the reasons for the award being presented is attached.

STAFF RECOMMENDATIONS:

Receive and accept the award for "Business of the Year" on behalf of Travis County as presented.

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

REQUIRED AUTHORIZATIONS:

William Paterson, Risk Manager, HRMD, 854-9650
Debbie Maynor, HRMD, 854-9170
Leslie Browder, County Executive - PBO, 854-9106

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



Created on 01-09-14 at 4:05 pm

Human Resources Management Department

700 Lavaca St. Suite 420

● P.O. Box 1748

● Austin, Texas 78767

● (512) 854-9165 / FAX(512) 854-3128

Memorandum

January 3, 2014

To: Commissioners Court

From: William Paterson A.R.M., Risk Manager
John Brady, Risk/Safety Specialist Sr.

Re: Business of the Year Award

Each year, the Texas Department of Assistive and Rehabilitative Services (DARS) Blind Services Division recognizes employers large and small who actively recruit, retain, hire, train, and otherwise promote the employment of people who are blind or visually impaired. There are two categories of awards:

Business of the Year Award and Business Partner Certificate.

The DARS Division for Blind Services Business of the Year Award promotes and recognizes Texas businesses that demonstrate a commitment to the employment of people who are blind or visually impaired.

The Business Partner Certificate recognizes Texas businesses that actively support the DBS Mission to work in partnership with Texans who are blind or visually impaired to reach their employment goals.

Travis County has been awarded the Business of the Year Award. The award is in recognition of the services and accommodations Travis County endeavors to provide for our employees with a disability. John Brady, Risk/Safety Specialist, has developed a close working relationship with DARS allowing Travis County to implement the most beneficial and cost effective accommodations for our visually impaired employees and employee candidates.

Sincerely,

A handwritten signature in black ink, appearing to read "William F. Paterson".

William F Paterson ARM
Risk Manager
John Brady, Risk Safety/Specialist Sr.



Travis County Commissioners Court Agenda Request

Meeting Date: January 14, 2014

Prepared By/Phone Number: Yolanda Aleman, (512)854-9106

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

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE: Consider and take appropriate action on budget amendments, transfers and discussion items.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
Please see attached documentation.

STAFF RECOMMENDATIONS: Please see attached documentation.

ISSUES AND OPPORTUNITIES: Please see attached documentation

FISCAL IMPACT AND SOURCE OF FUNDING: Please see attached documentation.

REQUIRED AUTHORIZATIONS:

Leslie Browder – Planning and Budget Office, (512)854-9106

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

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

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

BUDGET AMENDMENTS AND TRANSFERS**FY 2014****1/14/2014****AMENDMENTS**

BA#	IO/WBS	FUND	COST CENTER	COMMITMENT	Dept.	Line Item	Increase	Decrease	Pg #
A1		0001	198000	580010	Reserves	Allocated Reserves		\$50,000.00	1
		0001	110001	511890	General Admin.	Other Consulting Services	50,000.00		
A2		0001	110001	511890	General Admin.	Other Consulting Services		490,000.00	3
		0001	109002	511890	PBO	Other Consulting Services	490,000.00		



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

700 Lavaca Street
 Suite 1560
 Austin, Texas 78701

MEMORANDUM

TO: Members of Commissioners Court
FROM: Victoria Ramirez, Budget Analyst *VR*
DATE: January 9, 2014
RE: Allocate Funds for Approved Organizational Review

On December 17, 2013, the Commissioners Court directed the Purchasing Agent to work with Robert Milne, PSPC Consulting, to develop a scope of work for an independent review of Travis County's organizational structure and processes. On January 7, 2014, the Commissioners Court approved the scope of work associated with this project. The attached budget amendment provides resources for the project that will be budgeted in the General Administration Department.

Cost Center	Commitment Item	Amount
1980000000	580010 Allocated Reserves	(\$50,000)
1100010000	511890 Other Consulting Services	\$50,000

The current status of the Allocated Reserve is summarized as follows:

Current Estimated Allocated Reserve Balance	\$10,298,834
<u>Less Future Possible Expenses Previously Identified</u>	<u>(\$1,567,613)</u>
Remaining Allocated Reserve Balance	\$8,731,221

The estimated remaining Allocated Reserve balance after possible future expenditures if this amendment is approved will be \$8,681,221. PBO recommends approval.

cc: Leslie Browder, County Executive, Planning and Budget
 Cyd Grimes, Purchasing Agent
 David Walch, Purchasing Agent Assistant III, Purchasing Office
 Jessica Rio, Budget Director, Planning and Budget
 Travis Gatlin, Assistant Budget Director, Planning and Budget
 Diana Ramirez, Assistant Budget Director, Planning and Budget
 Melissa Velasquez, Executive Assistant, County Judge's Office

Header Information for Entry Doc Number 400004728

Doc. Number 400004728 Doc. Status Preposed FM Area 1000

Budget. Cate. Payment Doc. Year 2014 Doc. Date Jan 7, 2014

Value Type Budget Version 0 Doc. Type TRAN

Budget Type 1 Fiscal Year 2014 Year. Cash. Eff

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

Additional Data

Creator VELASQM Creation Date Jan 7, 2014 Creation Time 14:41:25

Resp. Person Year Cohort Public Law

Legislation

Header Text

TextName

Lines

Total Document 0 USD 50,000 from allocated Reserve to Gen. Admin

Line	Fund	Budget Period	Funds Center	Comm. Item	FuncArea Grant	Funded Program	Local Amount	Text Line
000001	0001		1980000000	580010	1120	NOT-RELEVANT	-50,000	transfer to Gen Admin for Reorg study
000002	0001		1100010000	511890	1110	NOT-RELEVANT	50,000	transfer into Other Consulting Services

Alvi Jan 9, 2014



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

700 Lavaca Street
Suite 1560
Austin, Texas 78701

MEMORANDUM

TO: Members of Commissioners Court
FROM: Victoria Ramirez, Budget Analyst *VR*
DATE: January 9, 2014
RE: Allocate Prior-Year Funds for Adult System Needs Analysis and Master Plan Update

During Fiscal Year 2013 year-end close, \$490,000 was encumbered in the General Administration Department to begin the first phase of the Adult System Needs Analysis and Master Plan Update. The goals of this project include a detailed review of the criminal court system, jail operations, and population projections to develop a master plan to meet long-term needs of the adult correctional system in an effective and efficient manner. This project will be completed in two phases, with the first focused on a comprehensive needs analysis and the second on the development of a physical master plan.

The Adult System Needs Analysis and Master Plan Update will be completed with the assistance of a consulting team with expertise in court and jail planning. The first phase of this project can be completed within this allocated budget.

The Planning and Budget Office will be managing the project and is requesting to move the funds to PBO for contract management purposes. This transfer will allow us to move forward with the chosen consulting firm to execute the contract.

Cost Center	Commitment Item	Amount
1100010000	511890 Other Consulting Services	(\$490,000)
1090020001	511890 Other Consulting Services	\$490,000

PBO has verified that the \$490,000 funds reservation from Fiscal Year 2013 has been liquidated, and funds are available to be transferred as requested. PBO recommends approval.

cc: Leslie Browder, County Executive, Planning and Budget
Belinda Powell, Strategic Planning Manager, Planning and Budget
Mark Gilbert, Senior Planner, Planning and Budget
Jessica Rio, Budget Director, Planning and Budget
Travis Gatlin, Assistant Budget Director, Planning and Budget
Diana Ramirez, Assistant Budget Director, Planning and Budget
Melissa Velasquez, Executive Assistant, County Judge's Office



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

January 7, 2014

To: Victoria Ramirez, Budget Analyst, PBO

From: Mark Gilbert, Planner, PBO

Re: Fund 300000721 Liquidation and transfer

Victoria,

I need your assistance with a funds reservation and transfer. Staff has recently negotiated a final price with the preferred consulting firm for the Adult System Needs Analysis and Master Plan Update and is ready to move forward with the budget transfer. I believe the next step is to liquidate the funds reservation (300000721) completed by Melissa Velasquez and release those funds for use to Fund 1090020001, C1 511890, transferring them from General Administration to Planning & Budget for project management. If you need any additional information, please let me know.

Thank you,

Mark Gilbert

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Header Information for Entry Doc Number

400004757

Doc. Number 400004757 Doc. Status Preposted FM Area 1000
 Budget. Cate. Payment Doc. Year 2014 Doc. Date Jan 7, 2014
 Value Type Budget Version 0 Doc. Type TRAN
 Budget Type 1 Fiscal Year 2014 Year. Cash. Eff
 Process UI TRAN Process SEND Original. Applic. BWB Doc. Family

Additional Data

Creator VELASQM Creation Date Jan 7, 2014 Creation Time 15:42:14
 Resp. Person Year Cohort Public Law
 Legislation

Header Text

TextName

Lines

Total Document 0 490,000 USD from Gen Admin to PBO

Same purpose.

Line	Fund	Budget Period	Funds Center	Comm. Item	FuncArea Grant	Funded Program	Local Amount	Text Line
000001	0001		1100010000	511890	1110 NOT-RELEVANT	NON-FUNDED-PROGRAM	-490,000	transfer adult system needs analysis to PBO
000002	0001		1090020001	511890	1120 NOT-RELEVANT	NON-FUNDED-PROGRAM	490,000	transfer from Gen Admin from funds res 300000721

AS Jan 9, 2014

Allocated Reserve Status (580010)

Amount	Dept Transferred Into	Date	Explanation
10,718,725.00			Beginning Balance
13,799.02	Allocated Reserve	10/8/13	Liquidated Purchase Orders-Variou Depts
7,350.74	Allocated Reserve	10/15/13	Liquidated Purchase Orders-Variou Depts
(23,425.00)	Constable Pct. 1	10/22/13	Constable Staffing @ 5501 Airport
5,352.82	Allocated Reserve	10/22/13	Liquidated Purchase Orders-Variou Depts
2,506.95	Allocated Reserve	10/29/13	Liquidated Purchase Orders-Variou Depts
(8,018.00)	FMD	11/5/13	Security Fencing Project
(19,327.00)	Sheriff's Office	11/5/13	TCSO Deputy for County Court-at-Law #8
3,478.13	Allocated Reserve	11/5/13	Liquidated Purchase Orders-Variou Depts
(25,000.00)	HRMD	11/12/13	NeoGov Maintenance Agreement
150.00	Allocated Reserve	11/12/13	Liquidated Purchase Orders-Variou Depts
(28,482.00)	Probate Court	11/19/13	Probate Judge's Additional Pay
23,517.75	Allocated Reserve	11/19/13	Liquidated Purchase Orders-Variou Depts
(59,065.00)	Constable Pct. 1	11/26/13	Constable Staffing @ 5501 Airport
(25,000.00)	FMD	11/26/13	Constable Staffing @ 5501 Airport
(339,552.38)	Purchasing	11/26/13	Disparity Study
18,954.85	Allocated Reserve	11/27/13	Liquidated Purchase Orders-Variou Depts
32,868.06	Allocated Reserve	12/20/13	Liquidated Purchase Orders-Variou Depts
(4,141.00)	County Judge	12/30/13	ACC Internship Program
(4,141.00)	Civil Courts	12/30/13	ACC Internship Program
(4,141.00)	Cons. Pct. 1	12/30/13	ACC Internship Program
(4,141.00)	Records Mngt.	12/30/13	ACC Internship Program
2,128.88	Allocated Reserve	1/7/14	Liquidated Purchase Orders-Variou Depts
10,284,398.82	Current Balance		

Possible Future Expenses Against Allocated Reserve Previously Identified:

Amount	Explanation
(\$310,200)	Records Management - Postage Cost of City of Austin Redistricting
(\$275,000)	Civil Courts-Legally Mandated Fees- Civil Indigent Attorney Fees
(\$228,552)	Criminal Courts - Veterans Court
(\$175,000)	Criminal Courts-Legally Mandated Fees - Attorney Fees for Capital Cases
(\$150,000)	Human Resources - Tuition Reimbursement Program
(\$144,233)	Civil Courts - Family Drug Treatment Court
(\$62,350)	Criminal Justice Planning - Paralegal for OPR
(\$65,291)	Criminal Justice Planning - Paralegal for OCR
(\$19,645)	Criminal Courts - Bailiff Transition to Sheriff's Office
(\$35,000)	Criminal Courts-Legally Mandated Fees - Forced Medication Hearings
(\$8,178)	Human Resources - Travis County/Austin Community College Internship Program
(\$33,000)	Civil Courts-Legally Mandated Fees - Foreign Language Court Interpreters
(\$25,000)	Human Resources - ADA Program Funding
(\$19,600)	Pretrial Services - Electronic Monitoring Services
(\$1,551,049)	Total Possible Future Expenses (Earmarks)

\$8,733,350 Remaining Allocated Reserve Balance After Possible Future Expenditures

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

Amount	Dept Transferred Into	Date	Explanation
\$2,431,317			Beginning Balance
(\$135,828)	ITS	10/29/13	EOB Renovations
(\$12,488)	ITS	11/19/13	Computers for Automated Assessment Tools
(\$226,779)	ITS	12/10/13	EOB Renovations
2,056,222 Current Reserve Balance			

Possible Future Expenses Against CAR Reserves Previously Identified:

Amount	Explanation
(\$500,000)	Transportation and Natural Resources - Road Materials
(\$37,392)	Information Technology Services - Support for Facilities Remodel/Construction Projects
(\$320,000)	Juvenile Probation - Juvenile Probation Master Plan
(\$192,750)	Transportation and Natural Resources - Failing Vehicles
(\$100,000)	Transportation and Natural Resources - Guardrail Replacement
(\$70,000)	Medical Examiner - Replacement Headspace Auto Sampler – Gas Chromatograph
(\$55,000)	Emergency Services (StarFlight) - STAR Flight Maintenance
(\$50,000)	Transportation and Natural Resources - ADA Sidewalk Upgrades
(\$15,798)	Criminal Justice Planning - Paralegal for OCR
(\$5,798)	Criminal Justice Planning - Paralegal for OPR
(\$1,346,738)	Total Possible Future Expenses (Earmarks)
\$709,484	Remaining CAR Reserve Balance After Possible Future Expenditures

Reserve for Emergencies and Contingencies Status (580120)

Amount	Dept Transferred Into	Date	Explanation
\$5,000,000			Beginning Balance
\$5,000,000 Current Reserve Balance			

Fuel & Utilities Reserve Status (580130)

Amount	Dept Transferred Into	Date	Explanation
\$300,000			Beginning Balance
\$300,000 Current Reserve Balance			

Civil and Family Justice Center (Planning) Reserve Status (580210)

Amount	Dept Transferred Into	Date	Explanation
\$5,446,000			Beginning Balance
\$ (1,779,411)	PBO	10/22/13	Phase I & II
\$3,666,589 Current Reserve Balance			

Juvenile Justice Reserve Status (580260)

Amount	Dept Transferred Into	Date	Explanation
\$504,726			Beginning Balance
\$504,726 Current Reserve Balance			

Smart Building Maintenance Reserve Status (580240)

Amount	Dept Transferred Into	Date	Explanation
\$297,948			Beginning Balance
\$297,948 Current Reserve Balance			

Reserve for Replacement of Integrated Justice Systems Status (580160)

Amount	Dept Transferred Into	Date	Explanation
\$5,235,265			Beginning Balance
\$5,235,265 Current Reserve Balance			

Reserve for State Funding Cuts Status (580310)

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

STAR Flight Maintenance Reserve Status (580320)

Amount	Dept Transferred Into	Date	Explanation
\$1,995,050			Beginning Balance
\$1,995,050 Current Reserve Balance			

Reserve for 1115 Waiver Participation Status (580200)

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

Reserve for Interlocal Agreements Status (580200)

Amount	Dept Transferred Into	Date	Explanation
\$1,950,308 (\$406,090)	HHSVS	12/3/13	Beginning Balance City of Austin Public Health Services & Animal Services
\$1,544,218 Current Reserve Balance			

Reserve for External Social Services Contracts Status (580200)

Amount	Dept Transferred Into	Date	Explanation
\$1,155,025 \$ (322,172)	HHSVS	12/17/13	Beginning Balance Collaborative Afterschool Program
\$832,853 Current Reserve Balance			

Sheriff's Office Overtime Reserve Status (580330)

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

Unallocated Reserve Status (580015)

Amount	Dept Transferred Into	Date	Explanation
\$68,085,598			Beginning Balance
(\$2,500,000)	TNR	10/15/13	Reimbursement Resolution for 416 W. 11th Street
(\$16,606,000)	TNR	11/12/13	Reimbursement Resolution for Maha Loop Road: Pearce Lane
(\$5,230,741)	TNR	11/26/13	Reimbursement Resolution for Vehicle and Heavy Equipment
(\$2,480,000)	TNR	11/26/13	Reimbursement Resolution for New Entrance for NE Metropolitan Park
(\$1,774,058)	FMD	11/26/13	Reimbursement Resolution for EOB Renovations Floors 4 - 11
(\$512,400)	FMD	11/26/13	Reimbursement Resolution for Collier Evidence Warehouse Expansion
(\$1,095,302)	ITS	11/26/13	Reimbursement Resolution for TechShare Software Source Code/AMCAD Enterprise License
(\$250,000)	ITS	11/26/13	Reimbursement Resolution for Information Security Appliance
(\$435,000)	TCSO	11/26/13	Reimbursement Resolution for Phase II of the Perimeter Security Fence Upgrade at Correctional Complex
\$37,202,097 Current Reserve Balance			



Travis County Commissioners Court Agenda Request

Meeting Date: 1/14/14

Prepared By/Phone Number: Cynthia Lam-Roldan, 854-4822

Elected/Appointed Official/Dept. Head: Leslie Browder, 854-9106

Handwritten signature in black ink, appearing to be "LB".

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

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

- A. Proposed routine personnel amendments; and
- B. Non-routine request from District Attorney's Office for a variance to Travis County Code Chapter §10.03008, Promotion.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

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

- A. Routine Personnel Actions – Pages 2 – 6.
- B. Non-Routine Personnel Action – Pages 7 - 10.

District Attorney's Office requests approval for a promotion with a salary change that is above midpoint and greater than a 5% increase. Travis County Code § 10.03008. HRMD has reviewed the supporting documentation and recommends approval. The Planning and Budget Office has confirmed sufficient funds.

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

STAFF RECOMMENDATIONS:

N/A

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

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

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

Meeting Date: 11/14/14
Proposed by: Cynthia Lam-Robson, 854-1833
Elected/Approved: District Judge, Leslie Browder, 854-9106
Administrative Code Section: Judge Samuel T. Escobedo

AGENDA LANGUAGE:
Council and take appropriate action on the following items for Human Resources Management Department:

A. Proposed routine personnel amendments; and
B. Non-tenure request from District Attorney's Office for a variance to Travis County Code Chapter § 10.02008, Promotion.

BACKGROUND/NECESSITY OR URGENT AND ATTACHMENTS:
Council and take appropriate action on the following items for Human Resources Management Department:

A. Routine Personnel Action - Pages 1 - 2
B. Non-Tenure Personnel Action - Page 3 - 4
District Attorney's Office requests approval for a promotion with a salary change that is above midpoint and greater than the current Travis County Code § 10.02008. HRMS has reviewed the supporting documentation and recommends approval. The Planning and Budget Office has confirmed sufficient funds.

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

STAFF RECOMMENDATIONS:

N/A

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

None

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



HRMD

Human Resources Management Department

700 Lavaca Street, 4th Floor

● P.O. Box 1748

● Austin, Texas 78767

● (512) 854-9165 / FAX (512) 854-9757

January 14, 2014

ITEM # :

DATE: January 3, 2014

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

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

FROM: Debbie Maynor, Director, HRMD *DM*

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

A. Routine Personnel Actions – Pages 2 – 6.

B. Non-Routine Personnel Action – Pages 7 - 10.

District Attorney's Office requests approval for a promotion with a salary change that is above midpoint and greater than a 5% increase. Travis County Code § 10.03008. HRMD has reviewed the supporting documentation and recommends approval. The Planning and Budget Office has confirmed sufficient funds.

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

LB/DM/TLO

Attachments

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

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT		NEW	
				Position / Title / Employee Group / Grade / Level / Salary/Rate Amt	New Personnel Area	Position / Title / Employee Group / Grade / Level / Salary/Rate Amt	New Personnel Area
New Hire	New Hire	01/02/2014	N/A	N/A	1150 - County Commissioner 3	30051977 / Executive Asst / 2 - Temporary / 05 - Hourly - Retmt / GRD17 / 00 / \$19.23	
New Hire	New Hire	12/30/2013	N/A	N/A	1450 - Facilities Management	30051826 / Building Security Guard / 2 - Temporary / 05 - Hourly - Retmt / GRD09 / 00 / \$11.09	
New Hire	New Hire	12/30/2013	N/A	N/A	1450 - Facilities Management	30000518 / Building Security Guard / 2 - Temporary / 05 - Hourly - Retmt / GRD09 / 00 / \$11.09	
New Hire	New Hire	01/06/2014	N/A	N/A	3150 - County Clerk	30000924 / Application Dev Analyst I / 1 - Regular / 01 - Full Time Exempt / GRD27 / 00 / \$77,956.53	
New Hire	New Hire	01/02/2014	N/A	N/A	3410 - Justice of the Peace Pct 3	30001676 / Office Asst / 1 - Regular / 02 - Full Time Non-Exempt / GRD10 / 00 / \$24,681.49	
New Hire	New Hire	01/06/2014	N/A	N/A	3500 - Sheriff	30002236 / Security Coord / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$30,238.83	
New Hire	New Hire	01/06/2014	N/A	N/A	3500 - Sheriff	30001927 / Human Resources Asst II / 1 - Regular / 02 - Full Time Non-Exempt / GRD14 / 00 / \$34,278.40	

2

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description		Action Reason Description	Action Effective Date	Current Personnel Area	Position / Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	Position / Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
New Hire	New Hire	01/06/2014	N/A	3500 - Sheriff	30001927 / Human Resources Asst II / 1 - Regular / 02 - Full Time Non-Exempt / GRD14 / 00 / \$34,278.40		
New Hire	New Hire	01/02/2014	N/A	3650 - Juvenile Probation	30004551 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$32,052.80		
New Hire	New Hire	01/02/2014	N/A	3650 - Juvenile Probation	30004483 / Health Services Supv / 1 - Regular / 01 - Full Time Exempt / GRD23 / 00 / \$66,601.60		
New Hire	New Hire	01/06/2014	N/A	3650 - Juvenile Probation	30004377 / Juvenile Rsdnt Treatment / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$32,052.80		
New Hire	New Hire	01/06/2014	N/A	3650 - Juvenile Probation	30004263 / Juvenile Detention Office / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$33,883.20		
Re-Hire	Re-Hire	12/26/2013	N/A	3050 - Tax Collector	30000160 / Administrative Asst I / 2 - Temporary / 05 - Hourly - Retmt / GRD13 / 00 / \$14.54		
Mobility	Career Ladder	12/15/2013	1600 - Juvenile Public Defender	30003942 / Attorney III / 1 - Regular / 01 - Full Time Exempt / GRD25 / 00 / \$70,138.88	1600 - Juvenile Public Defender	30003942 / Attorney IV / 1 - Regular / 01 - Full Time Exempt / GRD27 / 00 / \$77,956.53	
Mobility	Lateral Transfer	12/03/2013	1850 - Health and Human Sv and Vet Sv	30051077 / Office Specialist / 2 - Temporary / 06 - Hourly - No Bnf / GRD12 / 00 / \$14.00	1850 - Health and Human Sv and Vet Sv	30051077 / Office Specialist / 2 - Temporary / 05 - Hourly - Retmt / GRD12 / 00 / \$14.00	

3

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

				CURRENT		NEW	
Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	
Mobility	Promotion	12/16/2013	3200 - District Clerk	30001078 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$34,278.40	3200 - District Clerk	30001075 / Court Clerk II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$37,306.64	
Mobility	Promotion	12/16/2013	3200 - District Clerk	30001075 / Court Clerk II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$36,986.31	3200 - District Clerk	30001174 / Records Analyst / 1 - Regular / 02 - Full Time Non-Exempt / GRD17 / 00 / \$40,452.63	
Mobility	Promotion	12/16/2013	3200 - District Clerk	30001158 / Court Clerk Asst / 4 - Special Project / 02 - Full Time Non-Exempt / GRD11 / 00 / \$27,317.46	3200 - District Clerk	30001072 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$30,238.83	
Mobility	Promotion	12/16/2013	3200 - District Clerk	30001167 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$31,145.99	3200 - District Clerk	30001146 / Court Clerk II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$34,608.50	
Mobility	Promotion	12/16/2013	3200 - District Clerk	30001072 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$38,253.77	3200 - District Clerk	30001090 / Court Clerk II Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$41,282.01	
Mobility	Promotion	12/16/2013	3200 - District Clerk	30001101 / Court Clerk Asst / 1 - Regular / 02 - Full Time Non-Exempt / GRD11 / 00 / \$27,317.46	3200 - District Clerk	30001078 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$30,238.83	
Mobility	Promotion	12/16/2013	3200 - District Clerk	30001117 / Court Clerk Asst / 1 - Regular / 02 - Full Time Non-Exempt / GRD11 / 00 / \$29,708.00	3200 - District Clerk	30001167 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$32,300.99	
Mobility	Promotion	12/16/2013	3300 - District Attorney	30001272 / Financial Mgr / 1 - Regular / 01 - Full Time Exempt / GRD26 / 00 / \$100,686.72	3300 - District Attorney	30001270 / Court Legal Mgmt Adm Dir / 1 - Regular / 01 - Full Time Exempt / GRD30 / 00 / \$120,824.06	

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WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT		NEW	
				Position / Position Title / Employee Group / Grade / Level / Salary/Rate Amt	New Personnel Area	Position / Position Title / Employee Group / Grade / Level / Salary/Rate Amt	Employee Subgroup /
Mobility	Promotion	01/01/2014	3410 - Justice of the Peace Pct 3	30001666 / Business Analyst I / 1 - Regular / 01 - Full Time Exempt / GRD22 / 00 / \$71,557.87	3410 - Justice of the Peace Pct 3	30001666 / Business Analyst II / 1 - Regular / 01 - Full Time Exempt / GRD24 / 00 / \$74,141.60	
Mobility	Reclassification	01/01/2014	3650 - Juvenile Probation	30004300 / Juvenile Case Work Mgr / 1 - Regular / 01 - Full Time Exempt / GRD20 / 00 / \$60,854.44	3650 - Juvenile Probation	30004300 / Social Services Program Administrator / 1 - Regular / 01 - Full Time Exempt / GRD21 / 00 / \$63,897.16	
Mobility	Temporary to Regular	12/18/2013	1450 - Facilities Management	30000533 / Building Security Guard / 2 - Temporary / 05 - Hourly - Retmt / GRD09 / 00 / \$11.09	1450 - Facilities Management	30051678 / Building Security Guard / 1 - Regular / 02 - Full Time Non-Exempt / GRD09 / 00 / \$23,067.20	
Mobility	Temporary to Regular	12/18/2013	1450 - Facilities Management	30000518 / Building Security Guard / 2 - Temporary / 05 - Hourly - Retmt / GRD09 / 00 / \$11.09	1450 - Facilities Management	30051677 / Building Security Guard / 1 - Regular / 02 - Full Time Non-Exempt / GRD09 / 00 / \$23,067.20	
Mobility	Temporary to Regular	12/18/2013	1450 - Facilities Management	30000532 / Building Security Guard / 2 - Temporary / 05 - Hourly - Retmt / GRD09 / 00 / \$11.09	1450 - Facilities Management	30051679 / Building Security Guard / 1 - Regular / 02 - Full Time Non-Exempt / GRD09 / 00 / \$23,067.20	
Salary Change	Salary/Hourly Rate Change	12/16/2013	3200 - District Clerk	30001096 / Court Clerk II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$35,646.76	3200 - District Clerk	GRD15 / 00 / \$37,785.56	

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WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT		NEW	
				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	01/13/2014	N/A	N/A	2000 - County Auditor	30000043 / Aud Business Consultant I / 1 - Regular / 01 - Full Time Exempt / GRD27 / 00 / \$105,000.00	
Mobility	Promotion	12/15/2013	3500 - Sheriff	30002041 / Business Analyst III / 1 - Regular / 01 - Full Time Exempt / GRD26 / 00 / \$76,740.98	3500 - Sheriff	30002054 / Business Consultant II / 1 - Regular / 01 - Full Time Exempt / GRD28 / 00 / \$108,451.82	

6

NON-ROUTINE PERSONNEL ACTION – Promotion				
Personnel Area (From)	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary / Rate Amt	Personnel Area (To)	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary / Rate Amt	Comments
3300 - District Attorney	30001290 / Financial Analyst Lead / 1 - Regular / 01 - Full Time Exempt / GRD23 / 00 / \$84,695.72	3300 - District Attorney	30001272 / Financial Mgr / 1 - Regular / 01 - Full Time Exempt / GRD26 / 00 / \$97,400.08	Promotion. Pay is above midpoint and greater than a 5% increase in salary. Travis County Code § 10.03008.

BY ORDER OF THE COMMISSIONERS COURT, THE PRECEDING PERSONNEL AMENDMENTS ARE APPROVED.

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Bruce Todd, Commissioner, Pct. 2

Gerald Daugherty, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4



Human Resources Management Department

700 Lavaca Street, 4th Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-4203

MEMORANDUM

DATE: January 3, 2014

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

VIA: Leslie Browder, County Executive, Planning & Budget

FROM: Debbie Maynor, Director of HRMD *DM*

SUBJECT: District Attorney - Non-Routine Salary Action, Position 30001272

HRMD requests Commissioners Court to discuss and consider the following action.

District Attorney's Office Request:

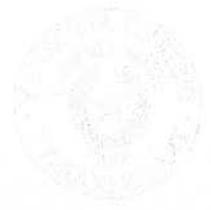
The District Attorney's Office (DA) requests approval to increase the pay of one Financial Analyst Lead (PG 23) by \$12,704.36 upon promotion to Financial Manager (PG 26). The resulting pay differential is approximately 15 percent. The pay action would apply to the following position:

<u>From</u>	<u>To</u>
Position 30001290	Position 30001272
Financial Analyst Lead	Financial Manager
PG 23	PG 26
\$84,695.72	\$97,400.08

Policy:

Travis County Code §10.03008(b)(3) states that Elected Officials do have flexibility in determining the amount of pay in the event of a promotion but that if the increase is greater than 5% and above midpoint the action is non-routine.

8



Issues:

The pay increase associated with this action is greater than 5% and the resultant salary is greater than 10% above midpoint. By policy the action is non-routine.

Recommendation:

HRMD recommends approval of this salary action. The salary is appropriate considering the incumbent's experience and the number of pay grades moved. The Planning and Budget Office has confirmed sufficient funding is available. The salary change would be effective December 16, 2013.



Rosemary Lehmberg ★ Travis County District Attorney
P.O. Box 1748 Austin, Texas 78767 • Telephone: 512-854-9400 • Fax: 512-854-9695

MEMORANDUM

TO: Travis County Judge and Commissioners
FROM: Beverly Evans, Director of Administration *Pike*
DATE: January 2, 2014
SUBJECT: Non Routine Promotion Request

I request approval for the promotion of _____ from position 30001290, Financial Analyst Lead, pay grade 23 to position 30001272, Financial Manager, pay grade 26. _____ has a Bachelor's in Accounting Degree and has worked for the County in the Auditor's Office and District Attorney's Office in Finance positions for over 22 years in addition to 8 years in the private sector totaling 30 years of relevant experience.

Midpoint for the new pay grade, pay grade 26, is 94,720.08.

Based on _____ education and experience, a 15% increase is being recommended, resulting in _____ final salary, 97,400.08 being over midpoint.

Thank you for your consideration.

2014 JAN -2 PM 4: 27
PERSONNEL

10



Travis County Commissioners Court Agenda Request

Meeting Date: January 14, 2014

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 \$653,436.13 for the period of December 27 to January 2, 2014.

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 \$653,436.13.

ISSUES AND OPPORTUNITIES:

See attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (8956) – \$653,436.13

REQUIRED AUTHORIZATIONS:

John Rabb, 854-2742

Jessica Rio, 854-9106

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

**TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS**

DATE: January 14, 2014

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 27, 2013 to January 2, 2014

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$653,436.13

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 \$653,436.13.

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 27, 2013 TO JANUARY 2, 2014**

-

- 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: January 14, 2014
 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 27, 2013
 TO: January 2, 2014

REIMBURSEMENT REQUESTED: \$ 653,436.13

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 2,017,946.26
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: Jan 7, 2014	\$ (1,360,704.88)
SAP corr	\$ (3,475.00)
Misc Adj	\$ (330.25)
TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 653,436.13
TRANSFER OF FUNDS REQUESTED:	\$ 653,436.13

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

All claims over \$25,000 (1 this week totaling \$28,139.66) 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.

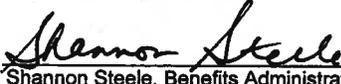
Fifteen percent (15%) of all claims under \$25,000 (\$98,311.07) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount paid by UHC. Claims in this random audit met the above requirements but may qualify for more detailed analysis through other resources.

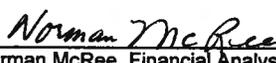
All claims have been reviewed to determine if they have exceeded the \$275,000 stop loss limit. Claims that have exceeded the limit will be reimbursed by Sun Life; claims expenses are credited in the fiscal year reimbursed. Cumulative fiscal year stop loss reimbursements from Sun Life total \$302,917.85.

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.

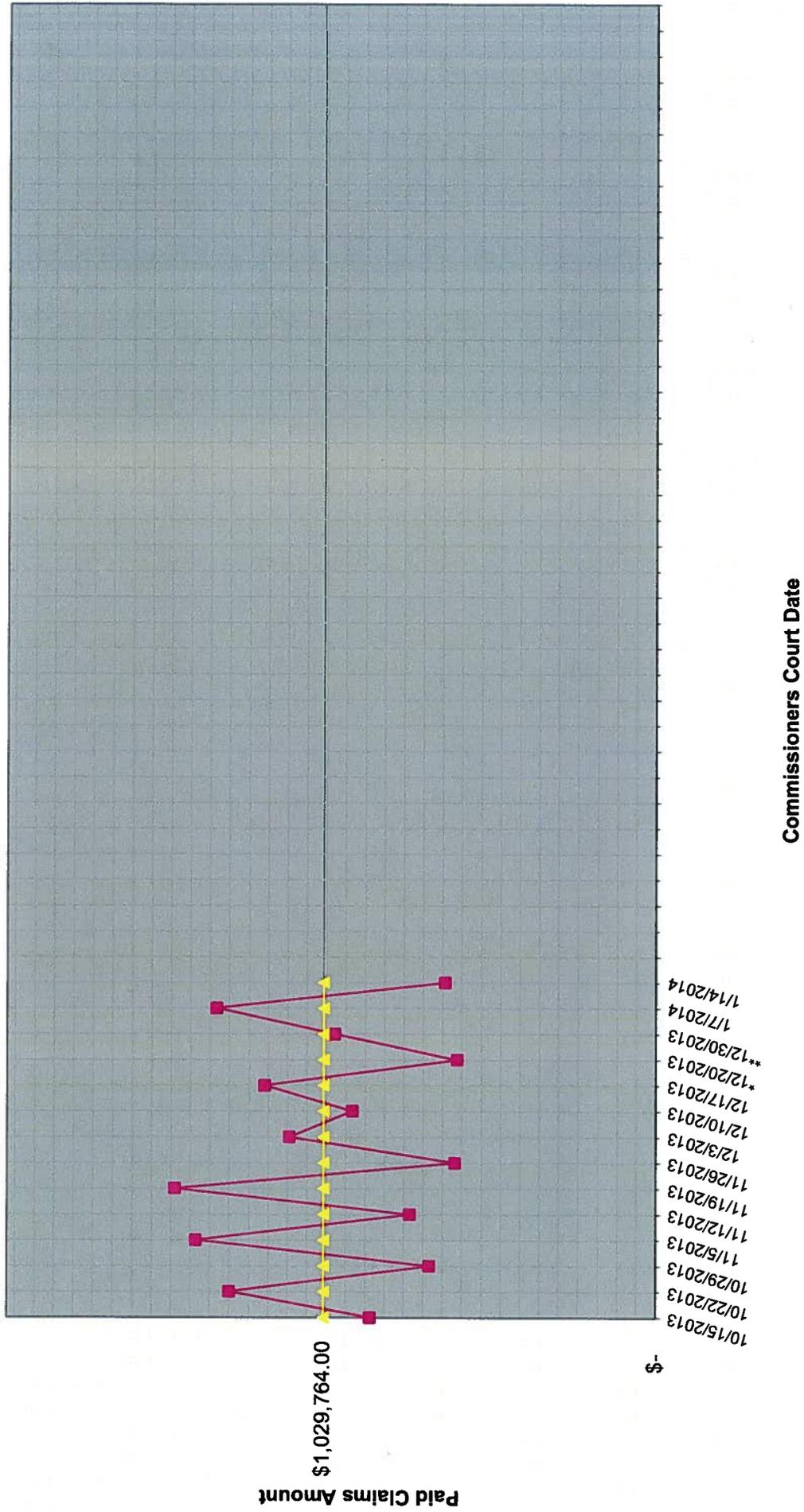

 John Rabb, Benefits Manager 1/6/14
Date


 Shannon Steele, Benefits Administrator 1/3/14
Date


 Norman McRee, Financial Analyst 1/3/14
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



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

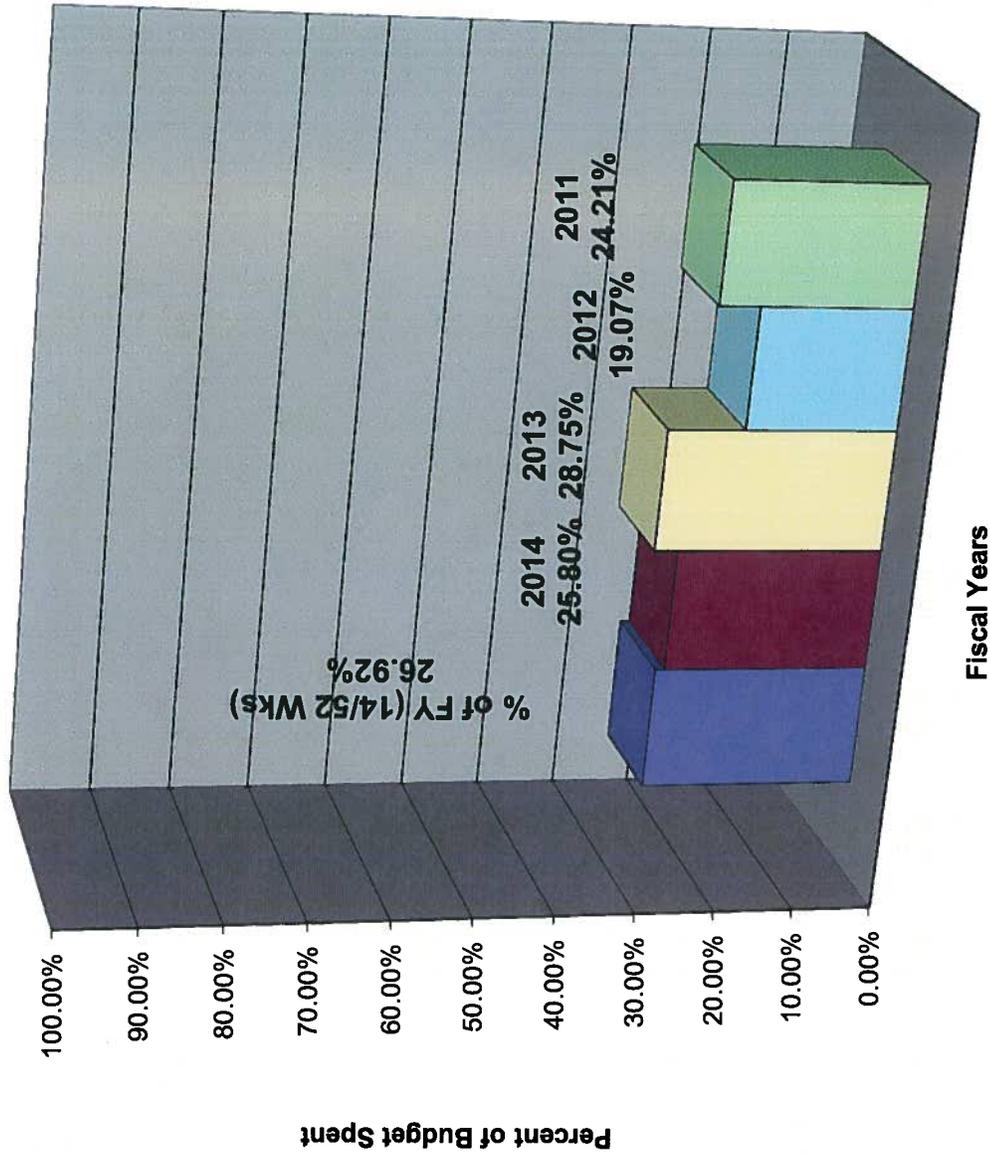
Wk	Period from	Period To	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims	FY 2014 % of Budget Spent	FY 2013 % of Budget Spent
1	9/27/2013	10/3/2013	10/15/2013	\$ 885,221.27	\$ 1,029,764.52	5	\$ 195,295.06	1.65%	1.68%
2	10/4/2013	10/10/2013	10/22/2013	\$ 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	16.76%	18.28%
10	11/29/2013	12/5/2013	12/17/2013	\$ 1,212,118.51	\$ 1,029,764.52	5	\$ 182,392.18	19.03%	20.94%
11	12/6/2013	12/12/2013	*12/20/2013	\$ 615,656.75	\$ 1,029,764.52	3	\$ 107,366.02	20.18%	23.72%
12	12/13/2013	12/19/2013	**12/30/2013	\$ 995,001.70	\$ 1,029,764.52	3	\$ 358,745.50	22.03%	26.12%
13	12/20/2013	12/26/2013	1/7/2014	\$ 1,360,704.88	\$ 1,029,764.52	3	\$ 222,051.40	24.57%	27.88%
14	12/27/2013	1/2/2014	1/14/2014	\$ 653,436.13	\$ 1,029,764.52	1	\$ 28,139.66	25.80%	28.75%
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Claims (net) & Budget to Date	\$ 13,812,743.73	\$ 14,416,703.27	stop loss \$ (302,917.85)
Gross Paid Claims over (under) Original Budget		\$ (603,959.54)	

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

*Friday due to Holiday
**Monday due to Holiday

Comparison of Claims to FY Budgets Week 14



Created on 01-09-14 at 4:05 pm



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Secured Message

From: SIFSFX@UHC.COM
To: NORMAN.MCREE@CO.TRAVIS.TX.US
Date: January 3, 2014 6:06:43 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: 2014-01-03 REQUEST AMOUNT: \$2,017,946.26

CUSTOMER ID: 00000701254
CONTRACT NUMBER: 00701254 00709445
BANK ACCOUNT NUMBER: 385015850067 ABA NUMBER: 011900445
FUNDING ADVISE FREQUENCY: DAILY
FREQUENCY: FRIDAY INITIATOR: CUST METHOD: ACH BASIS: BALANCE

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2014-01-02	\$692,486.65
- REQUIRED BALANCE TO BE MAINTAINED:	\$2,668,041.00
+ PRIOR DAY REQUEST:	\$00.00
= UNDER DEPOSIT:	\$1,975,554.35
+ CURRENT DAY NET CHARGE:	\$42,391.91
+ ISSUED CREDIT AMOUNT:	\$00.00
+ FUNDING ADJUSTMENTS:	\$00.00
REQUEST AMOUNT:	\$2,017,946.26

ACTIVITY FOR WORK DAY: 2013-12-27

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$59,230.76	\$00.00	\$59,230.76
5972	\$35.14	\$00.00	\$35.14
TOTAL:	\$59,265.90	\$00.00	\$59,265.90

ACTIVITY FOR WORK DAY: 2013-12-30

CUST	NON	NET
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5

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2014_01_02

CONTR_NBR	PLN_ID	PLN_ID	TRANS_AMT	SRS_DESG_NBR	CHK_NBR	GRP_ID	CLM_ACCT_NBR	ISS_DT	TRANS_TYP_CD	TRANS_DT	WK_END_DT
701254	632	632	0.01	QG	12041792 AH		6	12/30/2013	100	1/2/2014	1/2/2014
701254	632	632	0.01	QG	12041792 AH		1	12/30/2013	100	1/2/2014	1/2/2014
701254	632	632	0.01	QG	12041792 AH		1	12/30/2013	100	1/2/2014	1/2/2014
701254	632	632	0.01	QG	12041792 AH		1	12/30/2013	100	1/2/2014	1/2/2014
701254	632	632	0.01	QG	12041792 AH		1	12/30/2013	100	1/2/2014	1/2/2014
701254	632	632	0.01	QG	12041792 AH		1	12/30/2013	100	1/2/2014	1/2/2014
701254	632	632	0.01	QG	12041792 AH		7	12/30/2013	100	1/2/2014	1/2/2014
701254	632	632	0.01	QG	12041792 AH		1	12/30/2013	100	1/2/2014	1/2/2014
701254	632	632	0.01	QG	12041792 AH		8	12/30/2013	100	1/2/2014	1/2/2014
701254	632	632	0.01	QG	12041792 AH		1	12/30/2013	100	1/2/2014	1/2/2014
701254	632	632	(0.03)	QG	81841162 AH		3	12/21/2013	50	12/30/2013	1/2/2014
701254	632	632	(13.81)	QG	11669871 AH		3	12/25/2013	50	1/2/2014	1/2/2014
701254	632	632	(27.68)	QG	31443563 AE		2	12/27/2013	50	1/3/2014	1/2/2014
701254	632	632	(44.00)	QG	11895996 AE		9	10/18/2013	50	1/2/2014	1/2/2014
701254	632	632	(62.35)	QG	61842897 AH		1	10/14/2013	50	1/2/2014	1/2/2014
701254	632	632	(78.17)	QG	4265633 AE		8	10/14/2013	50	1/2/2014	1/2/2014
701254	632	632	(92.56)	QG	92800418 AA		6	10/11/2013	50	12/31/2013	1/2/2014
701254	632	632	(220.08)	QG	21873311 AE		9	10/14/2013	50	1/2/2014	1/2/2014

\$ 653,436.13

Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 01/02/2014

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

Travis County - Employee Health Benefits Fund (8956)**Journal Entry for the Reimbursement to United Health Care**

For the payment week ending: 01/02/2014

Type	EE/RR	Cost Center	G/L Account	Transaction Amount
CEPO	EE	1110068956	516010	\$ 89,906.27
	RR	1110068956	516110	\$ 1,143.70
			Total CEPO	\$ 91,049.97
EPO	EE	1110068956	516030	\$ 179,142.90
	RR	1110068956	516130	\$ 6,328.60
			Total EPO	\$ 185,471.50
PPO	EE	1110068956	516020	\$ 363,508.83
	RR	1110068956	516120	\$ 13,405.83
			Total PPO	\$ 376,914.66
			Grand Total	\$ 653,436.13



Travis County Commissioners Court Agenda Request

Meeting Date: January 14, 2014

Prepared By/Phone Number: Shannon Steele, HRMD 854-6046

John Rabb HRMD, 854-2742

Elected/Appointed Official/Dept. Head: *JB* Leslie Browder, County Executive *gom*

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and Approve proposed restatement of the T-Flex Plan – Adjust Before Taxes.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Please see attached documentation.

STAFF RECOMMENDATIONS:

HRMD Staff and the County Attorney's office have carefully reviewed the restatement of the T-Flex Plan documents and recommend the approval.

ISSUES AND OPPORTUNITIES:

Please see attached documentation.

FISCAL IMPACT AND SOURCE OF FUNDING:

No funding is required for the approval of this plan amendment.

REQUIRED AUTHORIZATIONS:

Human Resources Management
Human Resources Management
Human Resources Management
Planning and Budget Office

Shannon Steele, 854-6046
John Rabb, 854-2742
Debbie Maynor, 854-9170
Leslie Browder, 854-9106



HRMD

Human Resources Management

700 Lavaca Street, Suite 420 • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-6677

Backup Memorandum

DATE: January 3, 2014

TO: Members of the Commissioners Court

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

FROM: Debbie Maynor, Director, Human Resources Management Department *DM*
John Rabb, Benefits Manager
Shannon Steele, Benefits Administrator

Subject: **Restatement of Plan Document for T-Flex Plan – Adjust Before Taxes for Travis County Benefit Plans**

Proposed Motion

Consider and approve the restated Plan Document for T-Flex Plan – Adjust Before Taxes to be effective January 14, 2014:

Summary

The T-Flex Plan is the "Premium Only Plan", which is a Cafeteria plan established pursuant to the United States Internal Revenue Code, Section 125. This plan allows Travis County employees to elect benefit premiums to be deducted from their paychecks before taxes. Currently per Section 125 employees are only allowed to make election changes during the plan year due to certain life changing or qualifying events. The IRS is allowing a one-time transition relief for employees wanting to make changes to their pre-tax premium elections due to enrollment in a health plan in the new marketplace or due to the individual mandate. HRMD Benefits Staff has had a few inquiries related to making changes, and in reading the IRS notice, we need to amend our premium-only plan document to allow for changes. The existing list of qualifying events do not allow for changes for these situations.

Staff Recommendation:

HRMD Staff and the County Attorney's office have carefully reviewed the documents and recommend approval of the restated Plan Document.

Issues and Opportunities:

Budgetary and Fiscal Impact

There is no fiscal impact to Travis County.

**T-FLEX PLAN –ADJUST BEFORE TAXES
TRAVIS COUNTY, TEXAS**

- A. T-Flex Plan—Adjust Before Taxes– a “cafeteria plan” established pursuant to the United States Internal Revenue Code, Section 125.
- B. Planholder –Travis County, a political subdivision of the State of Texas.
- C. Administrator – Travis County, Texas.
- D. Plan Effective Date– January 1, 1987
- E. Plan Years – January 1, 1987 through October 31, 1987;
November 1, 1987 through October 31, 1988;
January 1, 1989 through December 31, 1989;
January 1, 1990 through December 31, 1990;
January 1, 1991 through December 31, 1991;
January 1, 1992 through September 30, 1992; and
October 1, 1992 through September 30, 1992 and
Each subsequent October through September 30 of the following year.
- F. Plan Anniversary – November 1 of 1987 and 1988;
January 1 of 1990, 1991 and 1992; and
October 1, 1992 and each October 1 thereafter
- G. Plan Suspension
 - 1. The Planholder suspended the Adjust Before Taxes Plan from November 1, 1988 through December 31, 1988 to provide more comprehensive choices for medical and dental benefits and no employer contributions were made and no reimbursements for expenses incurred during the time when the plan was suspended were made.
 - 2. The Planholder communicated to all employees that employer contributions and employee reimbursements for all benefits were being suspended from November 1, 1988 through December 31, 1988 and that employer contributions and employee reimbursements for benefits are permitted after January 1, 1989.
 - 3. No amounts from the Plan were made available to employees during the period of suspension for reasons other than the reimbursement of covered expenses incurred during the preceding Plan Year.
- H. Plan Amendment
 - 1. In 1992, the Planholder found that it is more beneficial to Planholder and employees for employee benefit contracts to be renegotiated at the same time that the budget for the Planholder’s Fiscal Year is being considered. The Planholder communicated to all employees that the next Plan Year will begin January 1, 1992 and end October

1, 1992.

2. In 2001, the Planholder has found that it is desirable to incorporate the expanded description of Qualifying Events allowed by revisions of regulations related to section 125 of the Internal Revenue Code into its Plan.
3. In 2014, the Planholder has found it desirable to amend the plan to allow employees to change Elections for accident and health plan coverage during the portion of the Plan Year after January 14, 2014 to provide a similar tax advantage to those who must obtain accident and health plan coverage mid-year to comply with the requirement in the Affordable Care Act for all individuals to have accident and health plan coverage.

I. Plan Termination

The Planholder may terminate the Plan by giving written notice to the Participating Employees at least 30 days before the proposed termination date.

J. Eligibility

1. Eligible Employee means any non-temporary employee regularly scheduled to work 20 hours or more per week are eligible to participate.
2. Dependants means any person who is a dependant of an Eligible Employee for federal income tax purposes unless the person is in the Armed Forces of any country; or is covered under this Plan as a Participating Employee. Dependant does not include Domestic Partners or their dependents.

K. Participating Employee means any Eligible Employee who elects to participate in T-Flex Plan – Adjust Before Taxes for a Plan Year, or the portion of the Plan Year remaining after becoming eligible.

L. Effective Date for Participation

1. In the first Plan Year the effective date for participation is:
 - a) The Plan Effective Date for Participating Employees who are eligible on that date and their dependents; or
 - b) The first day of the calendar month after the date of eligibility for Participating Employees who become eligible after the Plan Effective Date and their dependents; or
2. In subsequent Plan Years:
 - a) The first day of the Plan Year for Participating Employees who are eligible at the beginning of the Plan Year, or

- b) The first day of the calendar month next following the date of eligibility for Participating Employees who become eligible after the first day of the Plan Year, or
- c) The date the Participating Employee or one of his dependents has a Qualifying Event if the event occurs after the effective date of the T-Flex Plan for the Participating Employee.

M. Effective Date of Termination from Plan by Participating Employee

1. A Participating Employee and his or her dependents are terminated from the Plan effective on the date when earliest of the following events occurs:
 - a) The Participating Employee terminates employment; or
 - b) The Participating Employee no longer meets the eligibility criteria; or
 - c) The Participating Employee is placed on lay-off; or
 - d) The Participating Employee retires; or
 - e) The Plan Year ends unless the employee elects to participate in the following Plan Year.
2. A Participating Employee may terminate from the Plan effective on the date when the Participating Employee provides notice of revocation of election if the Participating Employee has a Qualifying Event and gives the written notice to HRMD within 31 days after the date the event occurs and if the revocation is on account of and consistent with a Qualifying Event as described in O.5:

N. Minimum and Maximum Employer Contributions

The minimum contribution and the maximum contribution are both an amount equal to all premiums payable by the Participating Employee for Employer sponsored health and dental insurance coverage.

O. Participation Elections.

1. A Participating Employee may make a salary reduction agreement with the Planholder to fund employer contributions for the employee portion of premiums for the following insurance coverages by making an Election to reduce his or her salary by the amount of the all premiums payable by the employee:
 - a) For these Employer Sponsored health insurance and self funded health insurance coverage, and

- b) For Employer-sponsored dental care insurance coverage.
2. In all Plan Years, except the Plan Year beginning October 1, 2013, if an employee wants to participate in the T-Flex Plan Adjust Before Taxes, the employee must make an Election to participate in the Plan, in writing, before the beginning of each Plan Year, or, in the case of employees who become eligible during the Plan Year, before the effective date indicated in L. 2. b). In the Plan Year beginning October 1, 2013, an employee who failed to make an Election for accident and health plan coverage may make a prospective Election, in writing, for Employer Sponsored health insurance and self-funded health insurance coverage on or after January 14, 2014.
 3. Elections must be made during the Open Enrollment Period before the beginning of the following Plan Year or between the date of eligibility and the effective date for those employees who become eligible after the beginning of the Plan Year. In all Plan Years, except the Plan Year beginning October 1, 2013, the Election must remain in effect until changed in accordance with O.6. In the Plan Year beginning October 1, 2013, the Election must remain in effect until changed in accordance with either O.6 or O.12.
 4. The elections are effective until the date of the Participating Employee's termination from the T-Flex Plan as defined in M. 1. unless the Participating Employee changes or revokes the election in compliance with O. 5 and O. 6.
 5. Employer may reduce the amount of an Election made by a Participating Employee to limit the Participating Employee's contributions in accordance with N and to modify the amount of any benefit elections of the officials, and other highly compensated employees by the amount necessary to allow the Plan to satisfy these nondiscrimination requirements. Otherwise, Elections, once made, may not be changed or revoked during the Plan Year, unless the revocation or new election is made as described in O. 6 and is as a result of and consistent with one of the following Qualifying Events:
 - a) There is a change in status as described in O. 7.
 - b) There are special events as described in O. 8
 - c) There is an increase or decrease in cost as described in O. 9.
 - d) There is an increase or decrease in coverage as described in O. 10.
 6. Procedure for Mid Plan Year Revocations and New Elections
 - a) If the Participating Employee has a Qualifying Event as defined in O. 5, the Participating Employee may revoke or modify their benefit election in a manner that is consistent with the Qualifying Event as defined in O. 5, by providing written notice to the Human Resources Management Department

within 31 days after the Qualifying Event. An authorized change in the Participating Employee's benefit election due to a Qualifying Event shall be effective the date the Qualifying Event occurs.

- b) An election change is consistent with the Qualifying Event only if the election change is on account of and corresponds with a Qualifying Event that affects eligibility for coverage under an employer's plan.
 - c) The consistency rule of O. 6 shall be interpreted in accordance with the Special Consistency rules of applicable law.
7. A Change in Status is an event that falls into one of the following categories:
- a) Legal Marital Status changes: including marriage, death of spouse, divorce, legal separation and annulment.
 - b) Changes in Number of Dependents: including birth, death, adoption and placement for adoption.
 - c) Employment Status changes of the Participant or the Participant's spouse or dependents: termination or commencement of employment, strike or lockout, commencement or return from unpaid leave of absence, change of work-site or change in employment status.
 - d) Dependent Satisfies or Ceases to Satisfy the Requirements for Unmarried Dependents: change in student status or dependent no longer qualifies because of age.
 - e) Change in Residence: change in place of residence of the Participating Employee, spouse or dependent.
8. A Special Event is an event that falls in any of the following categories
- a) A Qualified Medical Child Support Order (QMCSO) or other Judgements or Orders under 29 USC Section 1169(a);
 - b) The special enrollment rights of the Health Insurance Portability and Accountability Act of 1996 (HIPAA);
 - c) A Participating Employee, spouse or dependent who becomes entitled to coverage under Part A or Part B of Medicare or Medicaid or
 - d) A COBRA Qualifying Event.
9. A Cost Change includes cost changes initiated by the Eligible Employee or the Employer and result in a Qualifying Event in the following manner:

- a) If the cost of coverage of an Employer-sponsored Plan significantly increases or significantly decreases, a Participating Employee who is covered under that Employer-sponsored Plan may choose to pay the increased or decreased premium or revoke coverage under the plan for which the premiums are being increased and elect coverage under a plan providing similar coverage, if available.
 - b) If the cost of coverage of an Employer-sponsored Plan significantly decreases, an Eligible Employee who is not a Participating Employee may choose to commence participation in the plan with the decrease in cost.
 - c) With respect to a Dependent Care Flexible Spending Account, a Participating Employee may modify a benefit election if the cost for service provided by a dependent care provider, who is not a relative of the Participating Employee, increases or decreases.
10. Coverage Changes result in a Qualifying Event in the following manner:
- a) If coverage provided is significantly curtailed but does not result in a loss of coverage, a Participating Employee who is covered under that plan may change his or her benefit election by revoking coverage under the plan being curtailed but must elect coverage under a plan providing similar coverage, if available.
 - b) If coverage provided is significantly curtailed and results in a loss of coverage, a Participating Employee who is covered under that plan may change his or her benefit election by revoking coverage under the plan being curtailed and elect coverage under a plan providing similar coverage, if available.
 - c) If during a period of coverage, a new benefit plan is added or an existing benefit option is significantly improved, an Eligible Employee may elect the new benefit plan or improved benefit plan and make a corresponding election change with respect to other plans providing similar coverage.
 - d) A Participating Employee may make a change in his or her benefit election if the change is on account of and corresponds with a change made under another employer plan if (a) the change is permitted under the other employer's cafeteria plan (or qualified benefit plan) and Code requirements applicable to that change; or (b) this Plan permits Participating Employees to make an election for a period of coverage which is different from the period of coverage under the other cafeteria plan (or qualified benefit plan).
11. Despite O. 10. d), no change shall be permitted unless both the old and the new benefit plans permit the change.
12. In Plan Year beginning October 1, 2013, if Participating Employee who has made

an Election to reduce his or her salary by the amount of the all premiums payable by the employee for Employer Sponsored health insurance and self-funded health insurance coverage, the Participating Employee may prospectively revoke or change his or her Election related to Employer Sponsored health insurance and self-funded health insurance coverage ONCE during that Plan Year, by providing written notice to the Human Resources Management Department and the revocation or change shall become effective on the first of the month following 15 days after the notice.

13. A Participating Employee may revoke the benefit elections on account of an unpaid FMLA Leave. When the Participating Employee returns from unpaid FMLA Leave after having revoked the benefit elections on account of taking FMLA Leave, the employee may have the benefit elections reinstated on the same terms as prior to taking FMLA Leave, to the extent that reinstatement is required under the FMLA. A reinstated employee shall not have a greater right to benefits for the remainder of the Plan Year than a Participating Employee who is continuously working during the Plan Year. A Participating Employee who does not revoke his or her election shall make appropriate arrangements for payments with the Human Resources Department.
14. A Participating Employee who separates from the service of the Employer during a period of coverage may revoke existing benefit elections and terminate the receipt of benefits for the remaining portion of the period of coverage. If the Employee returns to service for the Employer within 30 days during the same plan year, the Employee shall reenroll with the same benefit elections prior to termination for the remaining portion of the period of coverage. If the Employee should return to service of the Employer after 30 days, but during the same plan year, the Employee may make a new election for the remaining portion of the period of coverage.

P. Premium Payment Conditions

1. The Employer may automatically modify a Participating Employee's contribution if the cost of qualified benefits plan increases or decreases during a Plan Year, employees are required to make a corresponding change in their payments for the benefits, and the change is made prospectively on a reasonable and consistent basis for all employees.
2. A Participating Employee may elect to reduce his or her salary by the amount of the all premiums payable by the employee for employer sponsored health and dental care insurance covering the employee and dependents and the premiums payable for group term life insurance coverage up to \$25,000 for the employee only. Planholder then contributes this amount directly to the payment of these premiums.

Q. Use of Employer Contributions

1. Employer contributions may be used only as allocated by a Participating Employee in that employee's election to participate in the T-Flex Plan.

R. Planholder Responsibilities

1. Reduce Participating Employees salaries in compliance with their election and pay an amount equal to the salary reduction for premiums payable by the employee for employer sponsored health and dental care insurance covering the employee and dependents or for premium equivalents payable by the employee for self funded employer sponsored health and dental care plans covering the employee and dependents or for premiums payable by the employee for group term life insurance coverage up to \$25,000 for the employee only.
2. Establish and maintain all records necessary to facilitate the Plan.

**RESOLUTION OF
COMMISSIONERS COURT OF
TRAVIS COUNTY, TEXAS**

RECITALS

Travis County has previously established a cafeteria plan within the meaning of Section 125 of the Internal Revenue Code, as amended from time to time, to provide certain benefits to the Employees of Travis County.

Travis County has determined that it is desirable to amend the cafeteria plan.

ORDER

The Commissioners Court resolves that the Plan is amended effective as of January 14, 2014 as provided in the restatement of the Travis County T-Flex Plan— Adjust Before Taxes, a Flexible Benefit Plan attached to this resolution and the County Judge is authorized and directed to perform any acts and execute any documents necessary or appropriate to effectuate this resolution.

Date of Order: _____

TRAVIS COUNTY COMMISSIONERS COURT

Samuel T. Biscoe, County Judge

Ron Davis
Commissioner, Precinct 1

Bruce Todd
Commissioner, Precinct 2

Gerald Daugherty
Commissioner, Precinct 3

Margaret Gómez
Commissioner, Precinct 4



Travis County Commissioners Court Agenda Request

Meeting Date: 1/14/2014, 9:00 AM, Voting Session

Prepared By/Phone Number: Planning and Budget Office, 854-9106

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

LB

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action regarding amendments to the Travis County Economic Development Incentives Policy, Guidelines and Criteria.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

On August 6, 2013, the Commissioners Court approved the following unanimous recommendations from a citizen task force regarding construction to be undertaken by applicants for economic incentive agreements with Travis County, if not already being done.

- Require OSHA safety training and inspections.
- Provide an additional tax incentive of ten percent above the base incentive if fifteen percent of construction workers are deemed economically disadvantaged or are veterans.
- Require companies applying for tax incentives to comply with the County HUB policy.
- Allow construction workers to take wage complaints to the County and retain the right to audit contractor payroll documents, construction contracts and interview workers.

On August 13, 2013, the Commissioners Court made the following decisions related to recommendations that a majority of the task force supported, but did not support unanimously.

- Require tax incentive applicants to obtain workers compensation insurance for construction workers who are hired by contractors to construct their proposed project.
- Rather than change the County's economic development incentives policy to restrict incentive projects to economically disadvantaged or underdeveloped areas, the Commissioners voted to retain the current project location requirements.
- The Commissioners Court elected not to implement the task force recommendation to raise the overall incentive percentage from 80% to 85%.

On November 19, 2013, the Commissioners Court took action to provide an additional tax incentive of five percent above the base incentive if construction workers hired to construct the facilities subject to the incentive agreement receive an hourly wage equal

to or greater than the applicable prevailing wage adopted or determined by Travis County. The Commissioners Court also reiterated during the meeting that the total incentive possible under the amended policy is not to exceed the maximum allowable incentive in the current policy, which is 80%. Accordingly, staff has drafted revised policy language in section 28.005(f) that incorporates provisions for additional incentives related to the hiring of construction workers and their wages. An applicant may pursue:

- 10 % additional incentive if 15% of the hours completed on construction of the eligible project are completed by employees who qualify as economically disadvantaged, or
- 10% additional incentive if 10% of the hours completed on construction of the eligible project are completed by employees who are veterans; or
- 5% additional incentive if each employee hired to construct the facilities subject to the incentive agreement receive an hourly wage equal to or greater than the prevailing wage adopted or determined by Travis County.
- An applicant may select only one of the above for a maximum additional Incentive under this subsection of 10%.

Attached is a "redlined" copy of the policy that includes all changes approved by the Commissioners Court to date.

STAFF RECOMMENDATIONS:

Staff recommends approval of the revised Economic Development Incentives Policy.

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

REQUIRED AUTHORIZATIONS:

N/A

CHAPTER 28
TRAVIS COUNTY ECONOMIC DEVELOPMENT INCENTIVES POLICY,
GUIDELINES AND CRITERIA

28.001 AUTHORIZATION

(a) **General.** The Travis County Commissioners Court is authorized to develop and administer a program to stimulate business and commercial activity in Travis County pursuant to LOCAL GOVERNMENT CODE, Chapter 381 [specifically, Sections 381.004(b) and 381.004(g)], and other applicable statutes.

(b) **Purpose.** The purpose of this Policy includes the following:

(i) to encourage economic stimulation and prosperity by attracting new businesses to the County;

(ii) to enhance the County tax base by attracting new businesses that will make significant investments in new construction;

(iii) to assist with workforce development in the County by attracting companies that offer significant numbers of new jobs and/or training to current residents who are unemployed or under-employed;

(iv) to encourage diversity of the County's economy by attracting businesses that will contribute to the economy by broadening the scope of business and industry within the County; and

(v) to attract significant new businesses that also help promote the growth of other new businesses needed to provide supporting services or supplies, particularly small companies.

28.002 DEFINITIONS

(a) "Agreement," or "Incentive Agreement" means a contractual agreement between a property owner and/or lessee (and lessor) and an eligible jurisdiction granting or pertaining to an Incentive under this Policy, including any contract entered into under this Policy.

(b) "Applicant" means an authorized representative of a legal business entity who requests in writing the consideration of a proposal for Incentives under this Policy.

(c) "Commissioners Court" means the Travis County Commissioners Court.

(d) "Competitively-Sited Project" means a project where the Applicant has completed a written evaluation for assistance by a governmental entity in another location in which expansion, relocation or new operations (the project being proposed for Travis County Incentives) are actively being considered by the Applicant.

(e) "Economically Disadvantaged" means a Travis County resident who meets one of the following requirements:

(i) Has a verified income of 200% or less of the current Federal Poverty Guidelines;
or

(ii) Meets two or more of the criteria under the definition of "economically disadvantaged" under TEXAS GOVERNMENT CODE, Section 2303.402(2)(c)(1) – (9) (with documented evidence of such eligibility).

(f) "Eligible Project" means a proposed development which qualifies for Incentives under this Policy by meeting the requirements set forth in Section 28.004(a).

(g) "Eligible Property" means all property (real and business personal) subject to assessment by the Travis Central Appraisal District (TCAD) for the determination of ad valorem taxes that is the subject of any Agreement under this Policy. Eligible Property will be limited to:

(i) real property on which the facility is located (entire approved site as set forth in the Agreement);

(ii) the new construction improvements on the site; and

(iii) new business personal property placed within a facility within the same year the new facility is counted as new construction by TCAD or as agreed to in a specific phasing provision in the Agreement.

In no event shall the Incentive granted in any one year exceed the total ad valorem tax revenue received/due Travis County from the company's cumulative new construction as certified by TCAD. To be eligible and subject to receive Grant Incentives, property, both real and business personal, must also be owned by the Applicant seeking the tax incentive over the entire term of the Agreement; and taxes on that property must be paid by the Applicant seeking the tax incentive. In the case of a project that includes a leasehold interest in real estate that has been approved by the Commissioners Court pursuant to this Policy, the company may retain eligibility for incentives as long as the ~~the~~ County is provided a copy of the lease agreement that indicates the obligation of the company to pay all ad valorem taxes (either directly or indirectly) and the company agrees to provide the County with a copy of the cancelled check indicating payment of those ad valorem taxes each year in which incentives are requested.

(h) "Employee" means a person:

(i) whose employment is permanent, full-time and non-seasonal; and

(ii) who is employed by the Applicant for Incentive for a minimum of 1,750 hours per year; and

(iii) whose employment is reflected in the Applicant's report filed with the TWC on December 31 of each year, or reflected in other acceptable company generated and certified payroll report or other documentation of employment deemed adequate by County.

It is understood that, in order to receive Incentives based on employment numbers, Applicant must also provide documentation that required health insurance benefits [see Section 28.004(a)(v)] are provided.

(i) "Grant Incentives" means the grant funds paid by County as a result of performance of obligations under an Agreement, the amount of which is based on a percentage of specified ad valorem taxes paid on certain Eligible Property pursuant to that Agreement entered into under this Policy as authorized by TEXAS LOCAL GOVERNMENT CODE, Chapter 381, and other applicable laws, rules, regulations and policies.

(j) "Incentive(s)" means the benefit granted under an Agreement entered into pursuant to this Policy and applicable statutes, including and Grant Incentive.

(k) "Investment" means the capital investment made by the Applicant in new construction and new taxable business personal property as indicated in documentation rendered to TCAD annually. Rendition to TCAD is required by County in order to receive Incentives under this Policy. Applicant will provide a copy of that rendition to County with its reporting information. The Investment total will not include payroll, cost of goods sold, or any other investment not directly related to Eligible Property, as determined by County.

(l) "PBO" means Travis County Planning and Budget Office.

(m) "Prevailing Wages" means the wage rates identified by the Travis County Purchasing Office at the time of construction of the Facility as meeting applicable federal and state law (including Texas Government Code, Chapter 2258) establishing those rates for public works projects.

(n) "Taxable Value of Eligible Property" means the certified appraised value of Eligible Property, as finally determined by TCAD.

(o) "TCAD" means Travis Central Appraisal District.

(p) "TCEQ" means the Texas Commission on Environmental Quality.

(q) "TWC" means the Texas Workforce Commission.

(r) "Veteran" means any person who has served honorably in the armed forces of the United States.

28.003 AUTHORIZED FACILITIES

(a) **Preferred Facilities.** In considering an application for Incentives under this Policy, preference will be given to an Applicant if it seeks to locate any of the following within Travis County:

(i) Convergence Technology Facility, defined as a company engaged in research and development activities, computer and other electronic systems and hardware design or testing, software development, testing, or publishing, wireless telecommunications, or related product manufacturing.

(ii) Creative Media Facility, defined as a company engaged in the creation, development, production and distribution of musical works, motion pictures, television and other forms of video programming and content, video games, advertising and informational content.

(iii) Green Industries, defined as companies engaged in clean energy and resource conservation. "Clean energy" includes research and development, headquarters or manufacturing projects that involve any type of energy efficiency, energy storage, energy resource conservation,

renewable energy or alternative fuel technology. "Resource conservation" includes companies involved in the research, development and manufacturing of products focused on improved efficiency and availability of natural resources including clean air and water.

(iv) Corporate/Professional Headquarters, defined as the main office from which a regional, national or international organization is managed. Typical functions that occur in these types of offices include executive decision-making and strategy, sales and marketing, human resources, financial operations, advanced information technology operations, consulting and training. The chief executive officer for the region for which this location serves as a headquarters must be based at the location.

(v) Healthcare and Life Sciences Facility, defined as companies in the fields of healthcare, biotechnology, pharmaceuticals, biomedical technologies, life systems technologies, environmental, biomedical devices, and organizations and institutions that devote the majority of their efforts in the various stages of research, development, testing, technology transfer, commercialization or manufacturing.

(vi) Regional Live Entertainment or Fine Arts Facility, defined as buildings and structures, including fixed machinery and equipment, used as a venue for live entertainment or the display of fine arts through the admission of the general public where a substantial percentage of users reside at least 100 miles from any part of the County.

(vii) Research and Development Facility, defined as buildings and structures, including fixed machinery and equipment, used or to be used primarily for research or experimentation to improve or develop new tangible goods or materials, the production processes of such, or current technology in biomedicine, electronics or pre-commercial emerging industries.

(viii) Economically Disadvantaged Job Provision. A business that will provide substantial opportunities for employment for Economically Disadvantaged individuals.

(ix) Other. Other businesses approved by the Commissioners Court that will provide substantial opportunities to enhance or diversify the County's economy.

(b) **Retail Developments**. Developments which are primarily for retail may be reviewed on a case-by-case basis to determine eligibility for Incentive, but will not be considered as preferred development proposals.

(c) **Leased Facilities**. Existing leased facilities will only be eligible for Incentives under this Policy if:

(i) the minimum investment requirement [Section 28.004(a)(i)] is met for new construction by the renovation or building of facilities or addition of business personal property, which are certified by TCAD as new construction; and

(ii) the company shows proof of: obligation of company in the leasehold agreement to pay all ad valorem taxes (either directly or indirectly); payment by the company of the ad valorem property taxes related to such new construction and/or eligible business personal property; and

(iii) the amount of the Incentive is based only on business personal property or real property improvements certified as new construction by TCAD.

If the above conditions are met and leased property will be utilized for new construction that is granted a tax Incentive, the Agreement will be executed with both the lessor (owner) and lessee of the land on which the facility is located provided that the term of the lease is equal to or exceeds the term of the Agreement.

(d) Findings. An agreement cannot be entered into unless the Commissioners Court finds: that the terms of the Agreement and the Property subject to the Agreement meet the applicable guidelines and criteria set forth in this Policy; and that the development of the Project will result in substantial immediate and long-term financial benefit to Travis County and significant financial benefit to other taxing entities within Travis County.

(e) Commissioners Court Ownership. Property that is owned or leased by a person who is a member of the Commissioners Court (or staff of such member) is excluded from receiving Incentives under this Policy.

28.004 BASE INCENTIVE

(a) Eligible Project. To be eligible for consideration for the base Incentive a project must meet the following criteria:

(i) Investment. Include additions of investment in new construction of Eligible Property, as certified by TCAD, which totals at least twenty-five million dollars (as shown by the Applicant's annual tax rendition, a copy of which will be provided to County) by January 1 of the tax year that will commence immediately following the year in which the construction period defined in the Agreement is completed or the year in which the Incentive begins;

(ii) Job Transfer. Not solely or primarily have the effect of transferring employment from one part of the County to another;

(iii) New Job Creation. Provide additional full-time, non-seasonal jobs for at least 100 Employees within the time period or periods set forth in the Agreement, with additional Incentive available for more than 100 new jobs [(see Section 28.004(a)(iii)];

(iv) Competitively Siting Sited Project. Be a competitively sited project meeting all applicable provisions of this Policy;

(v) Benefits. Have a human resources benefits policy:

(A) meeting all applicable state and federal requirements, including provision of health benefits at a level which, as determined by the Commissioners Court, meet or exceed the requirements of the Patient Protection and Affordable Care Act in effect as of the date of the adoption of this Policy; and

(B) including the Applicant's offering group coverage or contribution to health benefits in a dollar amount that provides meaningful opportunity for all workers to purchase coverage for all Employees and Employee family members ("all" Employees and Employee family members defined to include same sex/domestic partners).

(vi) Location. An Eligible Project must be located in a Travis County Regional Activity Center located in an area:

- identified in a comprehensive plan (a plan adopted, or to be adopted, by the Commissioners Court for the long-range development of the unincorporated area of the County which is used to coordinate and guide County programs);
 - a Conservation Development that conforms to the provisions of the County Conservation Development Order (Travis County Code, Chapter 82, Subchapter A);
 - areas consistent with the City of Austin Growth Concept Map;
- or
- in another targeted area specifically identified by Travis County for economic development preference at the time this Policy is approved or at any time this Policy is in effect.

A specific Regional Activity Center, Conservation Development, or other area described above must be identified in the Agreement approved by the Commissioners Court and cannot be added to the Agreement at a later date.

(vii) Equal Employment Opportunity Policy. Provide County with a copy of the Applicant's equal employment opportunity policy. If the Applicant does not have a written equal employment policy at the time of application, Applicant may provide County with a written plan for adoption of such policy, to be completed and provided to the County prior to any Agreement being executed. NO Agreement will be entered into until the copy of the policy is provided to County;

(viii) Cash-Positive Evaluation. Have been evaluated using an economic development software program (currently, webLOCI, but subject to change at County's discretion) which calculates the benefits and costs to the County from Incentive deals, including the payments and the cost of County services, with such evaluation having a cash-positive result; and

(ix) Salary/Benefits Requirements.

(A) Salaries – Construction Workers and Company Employees. Provide salaries to all Employees, including contract Employees and employees hired by contractors for construction of the Company's facilities related to the incentive Agreement, at an hourly wage that equals or exceeds the County's established minimum wage.

(B) Construction Workers Requirements.

(1) Workers' Compensation Insurance. All construction workers must be covered by workers' compensation insurance.

(2) Complaints. Company will provide adequate signage at all construction sites for the facilities advising construction workers of the above requirements and of the workers' right to deliver complaints related to non-compliance to Travis County through the Travis County PBO.

(*) (3) Other Construction Requirements. Meet specified County requirements related to wages (see Section 28.004(a)(ix) above) and safety conditions for employees hired by contractors for construction of the Company's

facilities related to the incentive Agreement. Safety requirements include provision of OSHA safety training for all construction workers and the provision of an OSHA certified inspector on all construction sites.

(4) Documentation. Company will be responsible for ensuring that the General Contractor provides Company adequate documentation of compliance with subsection (ix)(B) above and allows monitoring/audit by County of construction contracts and payroll and construction sites, where determined by County to be necessary to determine compliance.

(xi) Minority Business Requirements. Meet the requirements of the County's current HUB (Historically Underutilized Business) program policy (available from the Travis County Purchasing Office), if Company seeks incentives only from County. If Company seeks incentives from the City of Austin and Travis County, Company must comply with the City of Austin's MBE/WBE Ordinance, and such compliance will be deemed to be sufficient to meet the County's requirements regarding minority business participation.

A proposal which meets the above criteria will be considered an Eligible Project. This establishes initial eligibility but does not ensure the granting of Incentives by Travis County.

(b) **Base Incentive Amount.** An Eligible Project may receive a base Incentive of up to 45% of ad valorem taxes on new value of Eligible Property if the Applicant shows a minimum investment as set forth in Section 28.004(a)(i), with the percentage determined as follows:

Investment Amount	Base Incentive Percentage
\$25 Million to \$100 Million	up to 25%
\$101 Million to \$200 Million	up to 33.5%
More than \$200 Million	up to 45%

28.005 ABOVE BASE INCENTIVE.

(a) **Maximum Incentive.** No Incentive will be granted that exceeds eighty percent (80%), regardless of the total above-base requirements that an Applicant may fulfill. Additional Incentives above the base may be considered as set forth in this Section 28.005.

(b) **Jobs.**

(i) **Additional Incentive.** An additional Incentive of up to fifteen percent (15%) may be granted based on Employee jobs created as follows:

Number of Jobs	Additional Incentive Percentage
100 – 150	up to 6%
151 – 200	up to 10%
201 +	up to 15%

(ii) **Advertising.** To qualify for additional Incentive for jobs created, Applicant must advertise jobs and provide documentation of such on public job boards (i.e., Workforce Solutions) and other resources as identified by County.

(c) **Residency.** An additional Incentive of 5% may be granted if the Company fills at least 50% of its new positions for the project with Travis County residents. For purposes of this requirement, "residency" will be defined as having a permanent address within Travis County and not having worked for the Company prior to the Effective Date of the Agreement.

(d) **Leadership in Energy and Environmental Design (LEED) Certification.**

(i) **Additional Incentive.** An additional Incentive of up to five percent (5%) may be given for Leadership in Energy and Environmental Design (LEED) certification.

(ii) **Level of Certification.** If the owner or lessee of a new commercial facility or an existing facility to be adapted or renovated has registered with the U. S. Green Building Council (USGBC) seeking LEED Certification, then PBO may recommend approval of an additional Incentive based upon the level of certification obtained after completion of construction as follows:

LEED Certification Level	Additional Incentive Percentage
Basic	up to 2%
Silver	up to 3%
Gold	up to 4%
Platinum	up to 5%

(iii) **Registration.** Applicant must be registered with USGBC seeking LEED Certification prior to submitting its application for additional LEED Incentive to the County. The additional Incentive for LEED shall not commence until construction of the project is completed and LEED Certification is obtained by the Applicant and acceptable documentation provided to County of that certification.

(e) **Economically Disadvantaged Hiring/Training.** An additional Incentive of up to ten percent (10%) for training and/or hiring of Economically Disadvantaged residents may be granted as follows:

(i) **Option A – Needs Based Scholarships.**

(A) **Scholarship.** Applicant may pursue additional Incentive under this subsection 28.005(e) by providing needs based scholarships covering at least 50% of the full tuition cost of a degree or certification (with "tuition" being defined to include all required fees, books and actual tuition costs) to Economically Disadvantaged individuals.

(B) **Number.** Scholarships under this subsection must be provided to a number of Economically Disadvantaged individuals equal to at least ten percent (10%) of the Eligible Project's total employment annually. For example, if Applicant will have 200 full time Employees, Applicant would have to fund 20 scholarships.

(C) **Administration.** The administration of the needs based scholarship must be provided through an institute of higher education, an independent school district, or a workforce training program approved by Travis County. Verification of the funding for and the distribution of the needs based scholarship shall be provided by the educational or workforce training program administering the program.

(ii) Option B – Full Time Employment – Company Employees.

(A) Employment. Applicant may pursue additional Incentive under this subsection 28.005(e) by providing full time employment to Employees who have been participants in any needs based scholarship program or workforce training program approved by Travis County.

(B) Number. Employment under this subsection must be provided to a number of Economically Disadvantaged individuals equal to at least ten percent (10%) of the Eligible Project's total employment annually. For example, if Applicant will have 200 full time Employees, Applicant would have to hire and retain 20 Economically Disadvantaged individuals to qualify for the additional incentive.

(C) Administration. Verification of the employment of Economically Disadvantaged Travis County residents shall be met through documentation by the Applicant that:

(1) the full time Employee has been a recipient of any qualifying based scholarship (as approved by County) within the last four years; or

(2) the full time Employee has completed a workforce training program approved by Travis County within the last four years.

(iii) Option C – Monetary Donations.

(A) Donation. Applicant may pursue additional Incentive under this subsection 28.005(e) by providing a specified monetary donation (the amount to be included in the Agreement) to a workforce training program approved by Travis County or to an established Travis County workforce training fund, if such a fund is established.

(B) Administration. Verification of the donation to the workforce training program must be provided by that program; verification of the donation to a Travis County fund will be provided by County.

(iv) Option D – Other Participation. Applicant may pursue additional Incentive under this subsection 28.005(e) by participating to the level negotiated in the Agreement in an approved Travis County program designed to enhance workforce training/hiring of Economically Disadvantaged. For example, Applicant could agree to participate by providing a specified number of internships under the County summer youth employment program.

(v) Other Requirements. If Applicant pursues additional Incentive under Option A or Option B above:

(A) Pre-Approval. Travis County, through Travis County Health, Human Services and Veterans Services, must pre-approve any proposal by the Applicant under this subsection 28.005(e) as to the educational institution, program or needs based scholarship program.

(B) Addition to Agreement. At the request of the Applicant, and at the discretion of the Commissioners Court, a training and hiring Incentive provision [as set out in this subsection 28.005(e)] may be added as an amendment to a prior Incentive

Agreement approved by Commissioners Court. Additional Incentive for such added provision will only be granted effective as of the date of the fully executed amendment.

(f) Construction Workers – Hiring and Wages Incentives.

(i) Additional Incentives. Applicant may pursue additional incentives under this subsection 28.005(f) as follows:

(A) 10 % additional incentive if 15% of the hours completed on construction of the Eligible Project are completed by employees who qualify as Economically Disadvantaged;

OR

(B) 10% additional incentive if 10% of the hours completed on construction of the Eligible Project are completed by employees who are Veterans.

OR:

(C) 5% additional incentive if all employees hired to construct the facilities subject to the incentive agreement receive an hourly wage equal to or greater than the Travis County Prevailing Wages, as defined in Section 28.002(m) of this Policy.

Applicant may select only one of the above [28.005(f) (A), (B), or (C)] for a maximum additional Incentive under this subsection 28.005(f) of 10%.

(ii) Administration. Verification of the Economically Disadvantaged status, Veteran status or receipt of Prevailing Wages of employees hired by contractors for construction of the Eligible Project must be provided to the County by the Applicant, as well as documentation of the actual worker hours completed on the Eligible Project (total hours of construction and hours completed by workers qualified as Economically Disadvantaged or Veterans).

(g) Above Base Incentive Limitation. Notwithstanding the description of potential above-base incentives described in this subsection 28.005, a company CANNOT receive a total Incentive amount under this Policy of more than 80%.

28.006 PROCESS

(a) General.

(i) Initial Proposal. A company will make written application for Incentives pursuant to the applicable provisions of this Policy. PBO will review the initial application and make recommendation to the Commissioners Court regarding the proposal. The Commissioners Court will, at its sole discretion, determine whether to grant the Incentive, the level of the Incentive to be granted and the terms of the Agreement.

(ii) No Limitation. Nothing in this Policy is meant to or will be construed to limit the discretion of the Commissioners Court to decide whether to enter into a specific Agreement; or limit the discretion of the Commissioners Court to delegate to its employees the authority to determine whether the Commissioners Court should consider a particular application or request

for Incentive; or create any property, contract or other legal right in any person to have the Commissioners Court consider or grant a specific application or request for Incentives.

(b) **Application Package.** Components of a complete application package establishing minimum qualifications for a base Incentive will include:

- (i) a completed Travis County Application form (Exhibit 1 of this Policy);
- (ii) a non-refundable check in the amount of \$1,000.00 payable to Travis County to reimburse the County the reasonable cost of proposal evaluation; and
- (iii) a completed narrative prepared in accordance with the template provided in the County application including, but not limited to:
 - (A) an investment budget detailing components and costs of the Eligible Property for which Incentive is requested, including type, number, economic life and eligibility for a tax exemption granted by TCEQ, if known;
 - (B) a map and legal description of the property/properties, if a location or alternate locations have been identified, with the understanding that this information will be provided prior to the execution of the Agreement if not available at the time of application;
 - (C) a time schedule for undertaking and completing the proposed improvements;
 - (D) a ten-year environmental and worker safety compliance history for all facilities located within the State of Texas and owned in whole or in part by the Applicant, as defined in "Environmental and Worker Safety Qualification";
 - (E) an affidavit by the Applicant affirming that the application is a Competitively-Sited Project and acknowledging that documentation confirming the competitive process will be provided to County if an Incentive is granted by Travis County prior to the execution of the final Agreement; failure to provide the acceptable documentation of being a Competitively-Sited Project will result in the termination of Agreement negotiations;
 - (F) information pertaining to the reasons that the requested Incentive is necessary to ensure that the proposed project is built in the County (i.e., documentation supporting the assertion that "but for" an Incentive, the stated project could not be constructed in the County);
 - (G) copies of the report filed with the TWC for December 31 of the last complete year prior to the filing of the application documenting the current number of full time non-seasonal Employees, and full-time contract Employees , if any, at the time the application is submitted. Applicant may substitute another company-generated and certified payroll report or other documentation of employment for the previous year deemed adequate by County to provide the above information;
 - (H) financial and other information as the County deems appropriate for evaluating the financial capacity and other factors of the Applicant's proposal; and

(I) certification prepared by the Travis County Tax Assessor-Collector stating that all tax accounts within the County are paid on a current basis.

Additional information required for Incentives, particularly above base Incentives, may be included if the Applicant desires those proposal to be considered or may be requested on a case by case basis.

(c) **Additional Information – Leased Facility.** The Applicant will provide County, as a part of the application package, the name and address of the lessor and a copy of the proposed lease agreement, or option contract (with a final copy of the executed lease to be provided to County prior to execution of the Agreement). In the event a lease or option contract has already been executed with the owner of the site, the document should include a provision whereby Incentive Applicant may terminate such contract or lease in the event that the County does not grant an Incentive. Leased property will only be considered for Incentives as to the Eligible Property being proposed. The lease term must extend for at least as long as the requested Incentive Agreement term and the Lease agreement must include the requirement that the Company pay the Ad Valorem taxes (either directly or indirectly) throughout the term of the Agreement.

(d) **Initial County Review by PBO.** Any current or potential owner or lessee of taxable property in the County may request an Incentive by filing a completed application (an application which includes all information set forth in this Policy and deemed necessary by County to make a full assessment of the proposal) with the County Judge, with a copy to PBO prior to any public expression of a site selection decision. The County Judge's office will notify the Commissioners Court of receipt of an application for Incentive and PBO will begin the assessment pursuant to this Policy. PBO may request additional information and clarification from the Applicant as necessary to complete the application. PBO, in consultation with the County Judge, will create an assessment of the proposal and make a best effort to respond to a completed application in a timely manner upon receiving the completed application and completing the financial analysis. The response will include notification by PBO which either:

(i) notifies the Applicant in writing that the Travis County Commissioners Court will not take up the application for consideration; or

(ii) notifies the Applicant in writing that consideration of the application will be set for consideration by the Travis County Commissioners Court.

(e) **County Assessment of Application.** Upon receipt of a completed application and completion of the necessary financial analysis, PBO shall determine whether a project meets the minimum threshold for consideration by the Travis County Commissioners Court for a base Incentive and any additional Incentive under this Policy. If PBO determines that the threshold has been met, or that the proposal warrants consideration with the possibility of waivers, PBO shall offer the application for consideration by the Travis County Commissioners Court at a regularly scheduled voting session. County will make every effort to offer the application for consideration by the Commissioners Court in a timely manner after receipt of the completed application and completion of the financial analysis.

(f) **Consideration.** The Commissioners Court will consider the proposed application for any Incentive in a regularly scheduled voting session with opportunity for public comment.

28.007 LIMITATIONS

(a) **County Indebtedness.** No Incentive shall be approved or allowed if the Applicant is indebted to the County or any other local taxing jurisdiction for past due ad valorem taxes or other obligations.

(b) **Incentive on New Value.** Incentives may only be granted for the increase in taxable value of Eligible Property on or after the effective date of the Agreement granting the Incentive if the Eligible Property is listed by kind or type in the Agreement between the County and Applicant, subject to such limitations as the Commissioners Court and the TEXAS TAX CODE (and other applicable statutes) may require.

(c) **Duration.** An Incentive Agreement between Travis County and an Applicant (and, if applicable, the Applicant's lessor or lessee) shall remain in effect for up to but not more than ten (10) years.

(d) **Failure to Meet Requirements.** No Incentive shall be given for any year in which the Eligible Project fails to meet the contractually-defined minimum new investment requirements and job requirements as set forth in the Agreement, and any other requirements as specified in the Agreement.

(e) **Prior Construction or Improvements.** The County will not enter into an Incentive Agreement if it finds that an application was received after a project commenced construction or installation of improvements which are proposed to be considered for Incentive.

(f) **Non-Compete Agreements.** An Incentive will not be granted for projects whose competitive siting consists only of consideration of taxing jurisdictions that have agreed with County to forego the use of tax incentives in competing with the County for such projects.

28.008 AGREEMENT TERMS

(a) **Negotiation.** After the approval of the general concept of the initial proposal by the Commissioners Court, the County may negotiate and execute an Agreement with the owner of the facility (and/or lessee/lessor, where applicable) as required by this Policy and applicable law. Travis County will make all reasonable efforts to execute an Agreement in a timely manner upon the Court's approval to commence negotiations.

(b) **Terms.** The terms of the Agreement will include:

(i) **Annual Certification.** A requirement that the Applicant annually submit (or provide acceptable access for monitoring purposes) notarized written certification to PBO of compliance with the Agreement terms, including the following:

(A) A January Employee count for the Eligible Project which is the subject of the Agreement which corresponds to Employee counts reported in the facility Employer's Quarterly Report to TWC (or other acceptable company-generated and certified payroll report or other documentation of employment deemed adequate by County) for the quarter most recently ended at calendar year-end;

(B) A description of employment, including: the number of jobs created as a direct result of the improvements which are the subject of the Incentive Agreement; the number of Employees in other facilities located within Travis County; and the

compliance with the environmental and worker safety requirements in the Agreement for the preceding calendar year, as of January 1, as required by the Agreement;

(C) A copy of the tax bill for the year for which Incentives are claimed and proof of payment; and

(D) Other reporting data and documentation necessary to confirm compliance with all terms and conditions of the Agreement and to evaluate long-term effects of the performance of the Agreement terms.

Submission of all required reporting information shall be used to determine Incentive eligibility and shall be subject to audit if requested by the Commissioners Court. Failure to submit will result in the ineligibility to receive an Incentive. Company is ultimately responsible for providing County with all necessary documentation of compliance, regardless of whether that documentation is created and maintained by the Company or by a contractor or other third party.

(ii) Monitoring. A provision requiring the Applicant to allow the County or other authorized representatives (including third-party consultant/auditor) to have access and the ability to review and evaluate all Applicant information and data related to the performance of the Agreement on-site or as provided to County to confirm compliance and to perform other evaluation of long-term results of the Agreement.

(iii) Permits. A requirement that the owner or lessee will:

(A) obtain and maintain all required permits and other authorization from the United States Environmental Protection Agency and the TCEQ for the construction and operation of its facility and for the storage, transport and disposal of solid waste; and

(B) seek a permit from the TCEQ for all grandfathered units on the site of the facility by filing with the TCEQ, within three years of receiving the Incentive, a technically complete application for such a permit.

(iv) Competitively Sited Documentation. A requirement that the Applicant provide to PBO within one month of executing the Agreement documentation confirming the Eligible Project was in fact part of a competitively-sited process where applicable. Documentation may include, but will not be limited to:

(A) documentation (correspondence or financial information) presented to the Applicant by other taxing jurisdictions; and

(B) results of a competitive site survey conducted by Applicant (or consultant for the Applicant).

Failure to provide this documentation confirming a competitively-sited process will make any Incentive Agreement null and void or subject to a reduction in Incentive, as determined by the Commissioners Court.

(v) **Recapture**. A requirement for recapture of the Incentive received by Applicant for the last five (5) years of the Agreement if the Applicant fails by the termination date to fulfill the requirement for the total Investment amount and the total number of new jobs to be created.

(vi) **Hiring**. A statement certifying that the Applicant does not and will not knowingly employ an undocumented worker; and, if after receiving Incentives under the Agreement, the company is convicted of a violation under 8 U.S.C., Section 1324a(f), the company will repay the amount of Incentive, with interest at the rate and according to the other terms of the Agreement not later than the 120th day after the date the company is notified by County of the violation.

(vii) **Commissioners Court Ownership Statement**. A statement whereby the Applicant warrants that none of the Property subject to the Agreement is owned or leased by any member of the Commissioners Court (or staff of such member).

(viii) **Other Terms**. Other terms and conditions as required by applicable law or determined by the Commissioners Court to be necessary.

28.009 OTHER PROVISIONS

(a) **Assignment**. An Incentive Agreement may be assigned to a new owner or lessee of a facility with the prior written consent of the Commissioners Court, which consent will not be unreasonably withheld. Any assignment shall provide that the assignee will irrevocably and unconditionally assume all the duties and obligations of the assignor upon the same terms and conditions as set out in the Agreement. Any assignment will be to an owner that continues the same improvements or repairs to the property (except to the extent such improvements or repairs have been completed), and continues the same use of the facility as stated in the original Agreement with the initial Applicant. No assignment will be approved if the assignor or the assignee is indebted to the County for past due ad valorem taxes or other obligations.

(b) **Amendments and Waivers**.

(i) **Agreement Changes**. Amendment of any Agreement entered into under this Policy can only be made by written instrument signed by all parties, and only so long as the terms and conditions of the amendment reflect provisions which could have been included in the original Agreement under this Policy and which meet all applicable statutory requirements. Submissions for amendments to an Agreement will be made in writing to PBO.

(ii) **Waivers of Policy Requirements**. The Commissioners Court reserves the right to waive any provision of this Policy that is not required by law upon determination that the waiver requested does not violate the purpose of the Policy and is in the best interest of the County.

(c) **Application of Policy**. Application of this Policy will be implemented as of the effective date set forth in Section 28.010; however, the Commissioners Court may consider the terms of this Policy as guidelines in evaluating proposals for Incentives submitted prior to the adoption of this Policy as desired by the Commissioners Court.

28.010 SUNSET PROVISION. The guidelines and criteria set forth in this Policy are effective November 27, 2012, and will remain in place unless earlier terminated by the Commissioners Court.



Travis County Commissioners Court Agenda Request

Meeting Date: January 14, 2014

Prepared By/Phone Number: Ken Gaede, 854-9894, Gabe Stock, 854-5240

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

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

Sponsoring Court Members: County Judge Sam Biscoe

A handwritten signature in black ink, appearing to read "Roger A. El Khoury", with a stylized flourish below it.

AGENDA LANGUAGE:

Consider and take appropriate action to temporarily allocate the 910 Lavaca Building to the County Attorney, Hot Checks and Bankruptcy Divisions, for office space from January 2014 to August 2014.

BACKGROUND/SUMMARY OF REQUEST:

The Facilities Management Department (FMD) recommends Commissioners Court approval of temporary space allocation of the 910 Lavaca Building ("Rusk Building") to the County Attorney. The Hot Checks Division is currently located on the first floor of the Ned Granger Building. This temporary move will allow the current Hot Checks Division space to be renovated at the same time as other parts of the first floor. The Bankruptcy Division is currently located on the fourth floor of the Granger Building. Moving the Bankruptcy Division temporarily to the Rusk Building will allow construction to begin on the fourth floor and, by not moving the Bankruptcy Division immediately to the fifth floor, will avoid temporary over-crowding of the fifth floor. The Rusk Building will be used as is for these temporary moves.

STAFF RECOMMENDATIONS:

The Facilities Management Department (FMD) recommends that Commissioners Court approve the proposed temporary allocation of the 910 Lavaca Building to the County Attorney. The Rusk Building is currently vacant due to the recent move of the Auditor's office to 700 Lavaca. This location will work well for temporary space, since it is close to the rest of the County Attorney Office in the Ned Granger Building.

ISSUES AND OPPORTUNITIES:

The Facilities Management Department has worked closely with the County Attorney regarding this temporary relocation. Temporarily relocating the Hot

Check Division out of the first floor of the Ned Granger Building will allow renovations on the first floor to proceed. Temporarily relocating the Bankruptcy Division out of the fourth floor of the Ned Granger Building will allow renovations on the fourth floor to proceed.

FISCAL IMPACT AND SOURCE OF FUNDING:

Funding to temporarily move the Hot Checks and Bankruptcy Divisions to the Rusk Building in the amount of \$4242 is available in the project fund.

ATTACHMENTS/EXHIBITS:

N/A

REQUIRED AUTHORIZATIONS:

N/A



Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, January 14, 2014
Prepared By/Phone Number: Deece Eckstein, (512) 854-9754
Elected/Appointed Official/Dept. Head: Roger El-Khoury, FMD, 854-4579
Steven Broberg, RMCR, 854-9064
Deece Eckstein, IGR, 854-9754
Commissioners Court Sponsor: Commissioner Margaret Gómez

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM THE TEXAS CONFERENCE OF URBAN COUNTIES (CUC) TO USE TRAVIS COUNTY FACILITIES FOR MEETINGS DURING 2014 - 2015.

SUMMARY AND IGR COORDINATOR RECOMMENDATION:

The Texas Conference of Urban Counties (CUC), of which Travis County is a member, regularly holds meetings of its Policy Committee and its general membership. In the past, these meetings have been held in Austin-area hotels, but the CUC now seeks another venue for these meetings during the next two years.

The meeting space on the first floor of the 700 Lavaca Building is well-suited to these meetings, and CUC has requested that they be allowed to host their meetings here during the next two years.

Staff recommends that the Court approve the use of the first floor meeting facilities by the CUC as proposed below, and direct the Facilities Management Department to work with CUC to implement the decision.

BACKGROUND:

Travis County is a member of the Texas Conference of Urban Counties (CUC). The CUC acts as a policy clearinghouse and advocate for urban counties before the Texas Legislature and state agencies. Currently there are 36 member counties in the organization.

The CUC accomplishes its policymaking role through a Policy Committee, which meets regularly to discuss issues and set policy for the organization, and general membership meetings which ratify the Policy Committee actions. Attendance at Policy Committee meetings varies between 40 and 50; membership meetings, usually a luncheon, can include as many as 90 people. Travis County participates actively in both these activities. Meetings are typically held quarterly during the interim between legislative sessions and more frequently during the session.

ISSUES AND OPPORTUNITIES:

In the past, these meetings have been held in Austin-area hotels, but changes in hotel booking policies have led the CUC to seek another venue for these meetings during the next two years. One option they've explored is using the meeting facilities on the first floor of the 700 Lavaca Building.

Before Christmas, Don Lee and Shannon McDonald of the CUC met with Doris Zagst, the building manager, and IGR staff to tour the meeting spaces. They believe the space would meet their needs and request that the Commissioners Court approve their use of the facilities during the 2014-2015 period.

Currently¹, the meetings are planned to be held on the following dates (all Wednesdays) and the space would be needed between 9:00 a.m. and 2:30 p.m.:

- April 2, 2014
- July 30, 2014
- November 20, 2014
- January 14, 2015
- February 11, 2015
- March 11, 2015
- April 8, 2015
- April 29, 2015
- May 20, 2015
- June 10, 2015
- August 12, 2015
- November 4, 2015

These dates are currently available and have been penciled in, pending Court action.

¹ The CUC sometimes reschedules meetings due to legislative exigencies. They have indicated they will work with the County if any rescheduling issues arise.

The CUC would arrange for a coffee bar during the Policy Committee meetings and for a catered meal during the luncheons. They would coordinate with the building staff and be responsible for setting up and taking down the rooms and leaving them in the condition they were found.

Parking will provide a challenge, since the county parking garage is mostly full during working hours. FMD proposes that, on CUC meeting days, up to 25 parking spaces be made available on the first floor of the parking garage (in the fleet parking area). Overflow parking could use the parking meters on the street or park in nearby garages. CUC estimates that, on average, 40 cars use the parking garage during these meetings.

FISCAL IMPACT AND SOURCE OF FUNDING:

The costs to the county of making the space available to the CUC would be very modest, and would be assumed by the CUC. The costs are summarized below:

	Cost	Hours/Qty	Total/Mtg.	Total/2014	Total/2015
Room Rental	\$25	4	\$100	\$300	\$900
Audio/Visual	\$25	1	\$25	\$75	\$225
Staff Labor	\$40	2	\$80	\$240	\$720
TOTAL			\$205	\$615	\$1,845

REQUIRED AUTHORIZATIONS: None.

NAMES, PHONE NUMBERS AND EMAIL ADDRESSES OF PERSONS WHO MIGHT BE AFFECTED BY OR BE INVOLVED WITH THIS REQUEST:

Steven Broberg
Director, Records Management and Communications Resources
Phone: 854-9064

Roger El-Khoury
Director, Facilities Management Department
Phone: 854-4579

John Hille, Transactions Division Director
Travis County Attorney's Office
Phone: 854-9642



Travis County Commissioners Court Agenda Request

Meeting Date: January 14, 2014

Prepared By/Phone Number: Pete Baldwin/512-974-0472

Elected/Appointed Official/Dept. Head: Danny Hobby, Executive Manager Emergency Services

Commissioners Court Sponsor: Samuel T. Biscoe

AGENDA LANGUAGE: Consider and Take Appropriate Action on the Following Documents Regarding the Public Assistance Declaration for the October 31, 2013 Flood Event:

- A. Designation of Applicant's Agent
- B. Request for Public Assistance

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Travis County participated in the Applicant Briefing with the Texas Department of Emergency Management on January 8, 2014. In order to start the Public Assistance process several documents must be submitted by January 17, 2014. They are the Designation of the Applicant's Agent, a Request for Public Assistance and a Direct Deposit Form. The Designation of Applicant's Agent is the only form that requires a signature from the Certifying Official which is the County Judge. Once these documents are submitted and accepted, Travis County staff can start working on project worksheets to determine which projects are eligible for reimbursement.

STAFF RECOMMENDATIONS: The Office of Emergency Management recommends approval of the two documents.

ISSUES AND OPPORTUNITIES: These documents must be submitted in order to participate in Public Assistance grant process. If not submitted, Travis County will be responsible for the entire cost of expenses incurred during the flood event.

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

FISCAL IMPACT AND SOURCE OF FUNDING: The Public Assistance grant is a 75% - 25% grant. Receiving 75% of the cost for eligible projects will save a considerable amount of funds. PBO is working with the Commissioners Court to identify the funds needed for the 25% match.

REQUIRED AUTHORIZATIONS: Commissioners Court.

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

ATTACHMENT 3

DESIGNATION OF APPLICANT'S AGENT FEMA XXXX DR TX
 PUBLIC ASSISTANCE
 Texas Division of Emergency Management – ATTACHMENT 3

Organization Name (hereafter named Organization) Travis County

Primary Agent	Secondary Agent
Agent's Name Pete Baldwin	Agent's Name Jessie T. Mars
Organization Travis County	Organization Travis County
Official Position Emergency Management Coordinator	Official Position Financial Analyst
Mailing Address P.O. Box 1748	Mailing Address P O Box 1748
City, State, Zip Austin, TX 78767	City, State, Zip Austin, TX 78767
Work Phone 512-974-0472	Work Phone 512-854-8271
Fax Number 512-974-0499	Fax Number 512-854-9164
E-Mail Address pete.baldwin@co.travis.tx.us	E-Mail Address Jessie.Mars@co.travis.tx.us
Cellular Phone 512-633-8202	Cellular Phone
Pager 512-802-1472	Pager

The above Primary and Secondary Agents are hereby authorized to execute and file Application for Public Assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. This agent is authorized to represent and act for the Organization in all dealings with the State of Texas for all matters pertaining to such disaster assistance required by the agreements and assurances printed on the reverse side hereof.

Chief Financial Officer	Certifying Official
Name Nicki Riley	Official's Name Samuel T. Biscoe
Organization Travis County	Organization Travis County
Official Position County Auditor	Official Position County Judge
Mailing Address P O Box 1748	Mailing Address P.O. Box 1748
City, State, Zip Austin, TX 78767	City, State, Zip Austin, TX, 78767
Work Phone 512-854-3227	Work Phone 512-854-9555
Fax Number 512-854-9164	Fax Number 512-854-9535
E-Mail Address Nicki.Riley@co.travis.tx.us	E-Mail Address Sam.biscoe@co.travis.tx.us
Cellular Phone	Cellular Phone
Pager	Pager

Applicant's State Cognizant Agency for Single Audit purposes (If a Cognizant Agency is not assigned, please indicate):

Applicant's Fiscal Year (FY) Start

Month Oct Day: 1

Applicant's Federal Employer's Identification Number

74 - 6000192

Applicant's State Payee Identification Number

- - - - -

Certifying Official's Signature / Date

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
REQUEST FOR PUBLIC ASSISTANCE

O.M.B. NO. 1660-0017
Expires April 30, 2013

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this form is estimated to average 10 minutes. Burden means the time, effort and financial resources expended by persons to generate, maintain, disclose, or to provide information to us. You may send comments regarding the burden estimate or any aspect of the collection, including suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (OMB Control Number 1660-0017). You are not required to respond to this collection of information unless it displays a valid OMB number. **NOTE: Do not send your completed questionnaire to this address.**

APPLICANT (Political subdivision or eligible applicant) Travis County		DATE SUBMITTED 01/15/2014
COUNTY (Location of Damages. If located in multiple counties, please indicate) Travis County	DUNS NUMBER	03-0908842

APPLICANT PHYSICAL LOCATION

STREET ADDRESS 700 Lavaca			
CITY Austin	COUNTY Travis	STATE TX	ZIP CODE 78701

MAILING ADDRESS (if different from Physical Location)

STREET ADDRESS			
POST OFFICE BOX P.O. Box 1748	CITY Austin	STATE TX	ZIP CODE 78767

Primary Contact/Applicant's Authorized Agent**Alternate Contact**

NAME Pete Baldwin	NAME Jessie T. Mars
TITLE Emergency Management Coordinator	TITLE Financial Analyst
BUSINESS PHONE 512-974-0472	BUSINESS PHONE 512-854-8271
FAX NUMBER 512-974-0499	FAX NUMBER 512-854-9164
HOME PHONE (Optional)	HOME PHONE (Optional)
CELL PHONE 512-633-8202	CELL PHONE
E-MAIL ADDRESS pete.baldwin@co.travis.tx.us	E-MAIL ADDRESS Jessie.Marrs@co.travis.tx.us
PAGER & PIN NUMBER 512-8021472	PAGER & PIN NUMBER

Did you participate in the Federal/State Preliminary Damage Assessment (PDA)? YES NO

Private Non-Profit Organization? YES NO

If yes, which of the facilities identified below best describe your organization? _____

Title 44 CFR, part 206.221(e) defines an eligible private non-profit facility as: "... any private non-profit educational, utility, emergency, medical or custodial care facility, including a facility for the aged or disabled, and other facility providing essential governmental type services to the general public, and such facilities on Indian reservations." "Other essential governmental service facility means museums, zoos, community centers, libraries, homeless shelters, senior citizen centers, rehabilitation facilities, shelter workshops and facilities which provide health and safety services of a governmental nature. All such facilities must be open to the general public."

Private Non-Profit Organizations must attach copies of their Tax Exemption Certificate and Organization Charter or By-Laws. If your organization is a school or educational facility, please attach information on accreditation or certification.

OFFICIAL USE ONLY: FEMA - _____ -DR- _____ - FIPS# _____ DATE RECEIVED _____



Travis County Commissioners Court Agenda Request

Meeting Date: January 14, 2014

Prepared By/Phone Number: Sylvia Lopez, HUB Coordinator, 854-4561

Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Office
Commissioners Court Sponsor: Judge Biscoe

Agenda Language: APPROVE CONTRACT NO. 4400001840, NATIONAL ECONOMIC RESEARCH ASSOCIATES, INC. (NERA), MINORITY, WOMEN-OWNED AND HISTORICALLY UNDERUTILIZED BUSINESS DISPARITY STUDY.

The County was approached in March 2012 to participate in the City of Austin's next Disparity Study through an Interlocal Agreement. In August 2012, money was earmarked by the Commissioners Court for the County to participate in the study. Purchasing staff has been extensively involved in preparations by attending ongoing meetings/discussion with Commissioner Eckhardt's Office, City of Austin and several other government agencies.

The City of Austin issued an RFQ in late December 2012 and awarded the contract on June 20, 2013 to NERA to conduct a disparity study.

November 19, 2013 Purchasing presented an update to the Court and received approval to commence negotiations with NERA to conduct a full blown "Disparity Study". Purchasing staff met with NERA several times finalizing the County's scope and cost estimate with a not to exceed contract amount of \$339,552.38.

The Purchasing Agent is requesting court approval of the contract.

PROFESSIONAL SERVICES AGREEMENT/CONTRACT

BETWEEN

TRAVIS COUNTY

AND

NATIONAL ECONOMIC RESEARCH ASSOCIATES, INC.

FOR

**Minority and Women Owned and Historically Underutilized Business
Disparity Study Services**

CONTRACT NO. 4400001840



Travis County Purchasing Office

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STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

PROFESSIONAL SERVICES AGREEMENT
Minority and Women Owned and Historically Underutilized
Business Disparity Study Services

This Agreement is made and entered into by and between the following parties: Travis County, Texas, (the "COUNTY") and **National Economic Research Associates, Inc.**, (the "CONTRACTOR").

WHEREAS, COUNTY desires to enter into an Agreement for the purpose of conducting a Minority and Women Owned and Historically Underutilized Business Disparity Study, and;

WHEREAS, CONTRACTOR has the professional ability and expertise to provide such 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 National Economic Research Associates, Inc.
- 1.5 "Is doing business" and "has done business" mean:
 - 1.5.1 Paying or receiving any money or other valuable thing in exchange for personal services or for purchase or use of any property interest, either real or personal, either legal equitable; or
 - 1.5.2 Loaning or receiving a loan of money, services, or goods or otherwise creating or having in existence any legal obligation or debt;
 - 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 Sylvia Lopez, Travis County HUB Coordinator/DBE Liaison, CCA of Travis County, who will administer this Agreement, or her designated representative.

2.0 TERM

2.1 Initial Term. The Initial Term of this Agreement shall commence upon execution by all parties and shall continue for 24 months.

2.2 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 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 duties that it has accepted as part of 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 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.
- 3.8 Contractor Requests for Information. 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 his requests. However, the Director shall not serve as the agent of COUNTY or Commissioners Court or any elected official of COUNTY for any other purpose than conveying factual information. In performing the Services, CONTRACTOR will use all information supplied by the COUNTY without having independently verified the same and CONTRACTOR assumes no responsibility for the accuracy or completeness of such information.
- 3.9 Upon request, CONTRACTOR shall report on the status, progress, and general nature of the work performed to date pursuant to this Agreement.
- 3.10 Upon request, CONTRACTOR shall be available to the Commissioners Court, the Travis County Judge and Commissioners or their representatives for questions with respect to the services being performed pursuant to this Agreement.
- 3.11 Professional Licensure/Certification. CONTRACTOR shall maintain all necessary licenses and certifications related to the professional services being provided hereunder, and shall perform all services under this Agreement according to the applicable federal, state, and local rules and regulations. 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 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 professional 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.

3.13 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

4.0 COUNTY PERFORMANCE OF SERVICES

4.1 COUNTY shall designate a Project Director who will be the person responsible for monitoring CONTRACTOR's performance under the terms and conditions of this Agreement.

4.2 COUNTY shall provide CONTRACTOR, at COUNTY's expense, periodic access to on-site working space for up to four CONTRACTOR staff members at a time, with a desk or work table, access to a telephone, and access to an analog telephone line for internet access. Such work space may be in multiple locations and will not be solely dedicated to CONTRACTOR during the contract period.

4.3 COUNTY shall provide CONTRACTOR copies of or access to documents that are necessary for the successful completion of work required by this Agreement.

5.0 COMPENSATION, INVOICING AND PAYMENT

5.1 Compensation. For and in consideration of the satisfactory performance of the services described in Attachment A, Scope of Services, by CONTRACTOR pursuant to the terms of this Agreement, COUNTY shall pay CONTRACTOR in accordance with the Deliverable Schedule incorporated in the Scope of Services which is attached hereto as Attachment A and made a part hereof.

5.1.1 Not to exceed amount: \$339,552.38

5.1.2 Additional Fees: Not applicable

5.2 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, in accordance with the mutually agreed upon terms of this Agreement and the services described in Attachment A, Scope of Services. 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.

5.3 Invoicing. Within ten days after the completion of each deliverable, as described in Attachment A: Scope of Services, but in no event more often than monthly, CONTRACTOR shall invoice County for services rendered pursuant to this Contract. Each invoice shall include a description of the services and completed activities performed by Contractor and any deliverables for which payment is being requested.

Original invoices shall be sent to:

Travis County Purchasing Office
Attn: Sylvia Lopez
P.O. Box 1748
Austin, TX 78701-2105

5.4 Payment. If Director determines that Contractor has satisfactorily performed the services and activities for which payment is being requested (including timely delivery of deliverables) in accordance with Attachment A, Scope of Services, Director will approve the invoice and payment will be made to Contractor within 30 days following such approval. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code.

5.5 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

5.6 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.

5.7 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.

5.8 Disbursements to Persons with Outstanding Debt.

5.8.1 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:

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

5.8.1.2 the debt is paid.

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

5.8.3 COUNTY may apply any funds COUNTY owes CONTRACTOR to the outstanding balance of debt for which notice is made under section 5.8.1.1 above, if the notice includes a statement that the amount owed by the COUNTY to CONTRACTOR may be applied to reduce the outstanding debt.

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

5.10 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.

5.11 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.

6.0 RECORDS CONFIDENTIALITY AND ACCESS

6.1 Confidentiality. CONTRACTOR shall establish a method to secure the confidentiality of records and other information relating to clients 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.

6.2 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.

6.3 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.

6.4 Notwithstanding anything herein to the contrary, any audit hereunder must (i) be at COUNTY's sole expense, (ii) be upon reasonable advance notice to CONTRACTOR and during CONTRACTOR's normal business hours, (iii) not unreasonably interfere with the business operations of CONTRACTOR, (iv) absent CONTRACTOR's default, be limited to once in any twelve month period, unless otherwise required by law, (v) be limited to books, records and personnel of CONTRACTOR directly relating to the services performed under this Agreement and (vi) at CONTRACTOR's request, be subject to the execution of a confidentiality agreement satisfactory to Contractor. In connection with any such audit, Contractor shall under no circumstances be required to breach (i) any obligations of confidentiality it may owe to any of its employees or any third party client or (ii) any applicable law. Contractor acknowledges County's obligation to comply with the Texas Public Information Act to provide documents requested by the public in order to avoid statutory penalties.

7.0 AMENDMENTS/MODIFICATIONS

7.1 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.

7.2 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 Agent.

7.3 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.

8.0 MISCELLANEOUS:

8.1 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.

8.2 Copyrights, Patents and 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 (except to the extent the applicable infringement was caused by the County). 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 (except to the extent the applicable infringement was caused by the County).

8.3 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.

8.4 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.

8.5 Non-Waiver of Default

8.5.1 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.

8.5.2 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.

8.6 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.

8.7 Entire Agreement

8.7.1 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 as referenced herein. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.

8.7.2 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.

- 8.7.2.1 Attachment A – Scope of Services & Fee Schedule
- 8.7.2.2 Attachment B – Subcontractors

- 8.7.2.3 Attachment C –Insurance
- 8.7.2.4 Attachment D – Ethics Affidavit including:
Exhibit 1 - List of Key Contracting Persons
- 8.7.2.5 Attachment E – Certification Regarding Debarment,
Suspension, Ineligibility and Voluntary Exclusion for
Covered Contracts

8.8 Notices:

8.8.1 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.

8.8.2 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):

Sylvia Lopez
Travis County Purchasing Office
P.O. Box 1748
Austin, Texas 78767

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

National Economic Research Associates, Inc.
Attn: Jon Wainwright, Sr. Vice President
3801 South Capital of Texas Highway, Suite 330
Austin, Texas 78704

(512) 871-8995 Jon.Wainwright@NERA.com

8.8.4 Change of Address. Each party may change the address for notice to it by giving written notice of the change in compliance with Section 8.8. Any change in the address shall be reported within fifteen (15) days of the change.

8.9 Authority of the DIRECTOR. The DIRECTOR will act on behalf of the 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.

8.10 Dispute Resolution. The Purchasing Agent will act as the County representative in disputes where the Contractor has been unable to successfully resolve such dispute with the Department. Any document, notice or correspondence in relation to the dispute at this stage not issued by or to the Purchasing Agent is void unless otherwise stated in this Contract. 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 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 provide Contractor with a written response to the dispute containing the final resolution by County. If the matter is not resolved to the Contractor's satisfaction in this final notice, Contractor may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. This Notice of Appeal must be submitted within ten (10) calendar days after receipt of the final unsatisfactory reply. 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.

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

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

8.13 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.

8.14 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.

8.14.1 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.

8.14.2 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.

8.14.3 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.

8.15 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.

8.16 Interpretational Guidelines

8.16.1 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.

8.16.2 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.

8.16.3 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.

8.16.4 Contract/Agreement. As used in this document, the terms "Contract" and "Agreement" are synonymous.

8.17 Conflict of Interest:

If required by Chapter 176, Texas Local Government Code, the Contractor shall complete and file the Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. The Contractor 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 Contractor shall submit an updated Questionnaire. The Contractor should note that the law requires the County to provide access to a filed Questionnaire on the official Travis County Internet website.

- 8.18 Limitation on Liability. Notwithstanding anything herein to the contrary (a) neither Contractor nor the County will be liable to the other in connection with the services to be provided by Contractor hereunder or any matter relating to such services for any indirect, special, punitive, consequential or incidental damages, including loss of profits, and (b) Contractor will not be liable to County to the extent any claim or claims individually or in the aggregate exceed two times (2x) the total professional fees paid to Contractor for the services pursuant to the applicable Scope of Services excluding the following: claims resulting from (i) the Contractor's fraud, willful misconduct or failure or refusal to comply with applicable law; (ii) Company's damage to tangible property; (iii) Company's actions that cause personal injury or death to any person; (iv) Company's breach of its confidentiality obligations hereunder; and (v) Company's infringement of a third party's intellectual property rights (except to the extent the applicable infringement was caused by the County), in each case, in connection with the provision of the Services. This provision applies to the fullest extent permitted by applicable law and to all causes of action, including, without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts.
- 8.19 Ownership and Use of Services. All materials prepared by Contractor specifically and exclusively for County pursuant to the agreement shall be owned by County. Contractor shall retain all of its rights in its methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, models, tools, techniques, skills, generic industry information, knowledge and experience (and any graphic representations of any of these) whether now possessed or hereafter acquired by Contractor ("Contractor IC"), and that Contractor's deliverables will inherently contain and/or embed Contractor IC. It is understood and agreed that the deliverables provided by Contractor hereunder will inherently contain and/or embed Contractor IC. Contractor hereby grants to County a non-exclusive, non-transferable, worldwide, fully paid-up license to use any Contractor IC contained or embedded in the materials delivered by Contractor to the County hereunder, solely for the County's business purposes in accordance with the terms of this Agreement. The services provided by Contractor may include advice and recommendations; however, all decisions in connection with the implementation of such advice and recommendations shall be the sole responsibility of, and made by, the County.

DUPLICATE ORIGINALS

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

National Economic Research Associates, Inc. Travis County

Jon Wajert
By: Sr. Vice President
Name and Title (Printed)

By: Samuel T. Biscoe
Travis County Judge

Date: 1/2/14

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

TRAVIS COUNTY MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE (MBE/WBE) AND HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DISPARITY STUDY
SCOPE OF SERVICE

1. OBJECTIVE OF THE PROJECT:

The selected Consultant shall conduct a Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and Historically Underutilized Business (HUB) disparity study consistent with constitutional mandates, governing law, and MBE/WBE/HUB best practices. The Consultant's final report shall outline the results of the disparity study and clearly and concisely offer the Consultant's recommendations consistent with the results of the disparity study and governing law.

2. DEFINITIONS:

For purposes of this project, the following terms have the meanings set out below:

- a) **MBE:** refers to Minority-owned Business Enterprise.
- b) **WBE:** refers to Women-owned Business Enterprise.
- c) **HUB:** refers to Historically Underutilized Businesses.

3. ANTICIPATED SERVICES:

Objective:

The selected Consultant will be required to perform a comprehensive disparity study of contracting and procurement activities in the County's relevant geographic market area and product markets (the Disparity Study or the Study). The Disparity Study will be based on five years of historical data (FY 2009-2013) collected by the County. The County's data may include total contract amounts and total amounts paid to MBE/WBE/HUBs, recorded by industry, race/ethnicity, and sex. The County has collected this data on prime contractors and subcontractors. The County's prime contractor data has been catalogued using SAP and H-T-E financial systems and subcontractor data in the web based tracking system or the Vendor Tracking System (VTS) and all are available in electronic format.

The Disparity Study shall analyze whether a significant statistical disparity exists between the percentage of available MBE/WBE/HUB businesses' in the County's geographic and product markets and their corresponding percentage utilization on County contracts.

The Disparity Study will analyze MBE/WBE/HUB businesses' availability and participation both as prime contractors and subcontractors in specific industries (identified by commodity codes and procurement categories) within the broader categories of construction, construction-related professional services, construction-related non-professional services, and commodities. The Consultant will not be expected to analyze the data associated with smaller contracts, likely those with a value of less than \$50,000. More specifically, the selected Consultant must perform the

ATTACHMENT A

following elements of work (collectively referred to as the Project):

- a. Provide a detailed and up-to-date overview of current constitutional standards and case law on race and gender-conscious and race and gender-neutral government efforts in public contracting; (5)
- b. Determine the County's appropriate geographic market area; (7)
- c. Determine the County's product markets, or those industries within the major procurement categories (construction, construction-related professional services, construction-related non-professional services, and commodities) that are most indicative of work performed on County contracts. (7)
- d. Utilizing data provided by County, as well as data the Consultant independently derives, provide statistical evidence of disparities in business enterprise activity in the County's geographic and product markets; (18)
 - i. Determine the availability of MBE/WBE/HUB businesses (classified by industry, race/ethnicity, and sex) in the County's geographic and product markets. The Consultant's methodology for determining availability shall rely on more than just census data, and focus on data specified above to ensure that results are captured and that ownership is verified. (17)
 - ii. Determine the County's utilization of available MBE/WBE/HUB businesses', classified by industry, race/ethnicity and sex in the County's geographic and product markets; (16)
 - iii. Examine, document and detail if there are large and statistically significant disparities between the availability of MBE/WBE/HUBS and their utilization by the County as contractors and subcontractors; (18)
 - iv. Identify if there is a large and statistically significant disparity between availability of MBE/WBE/HUBs, and their utilization as contractors or subcontractors.
- e. Collect and analyze anecdotal evidence on the experience of businesses in the County's markets, including business-owners and community stakeholder's inputs; which may include County precinct specific public hearings, interviews, surveys and other methods approved by the County Purchasing Office, to support identified statistical disparities. (13 & 14)
- f. To the extent necessary and possible, collect data regarding other public entities' utilization of MBE/WBE/HUBs with similar geographic and product markets. Document and explain the significance of these findings. (4)
- g. If appropriate, determine whether and to what extent discrimination exists in the private sector, including a focus on the availability, through surveys, of credit to the minority contracting community. Focus could include, through surveys, availability of credit and insurance (including bonding) to the minority contracting community. This determination will require an analysis of MBE/WBE/HUBs businesses' private sector success relative to non-MBE/WBE/HUBs businesses' private sector success. Identify barriers to minority business formation, contracting, subcontracting and ownership. Determine trends and rates for formation and earnings.
- h. Based on analysis and review of the County's contracting and purchasing policies, electronic contract compliance records, HUB utilization reports, and any HUB Program background reports and studies that may have been conducted relating to the Program, provide recommendations, including race-and gender-neutral means, for addressing any identified disparities. These recommendations should address annual ethnic-specific goals (and provide guidance on determining project-specific goals), and any other related compliance issues. Provide monthly progress reports to the County. (20)
- i. Provide a draft final report including, but not necessarily limited to, an executive summary, an overview of relevant case law, the Disparity

ATTACHMENT A

- Study with detailed discussion of the Consultant's methodology and analysis, and recommendations based on Consultant's findings and review of the County's HUB Program. These recommendations should be narrowly tailored to address any discrimination found. (19)
- j. Revise the report subject to concerns raised by the County and present in final form. (19)
 - k. Present Disparity Study findings to County Departments and relevant staff, Commissioners Court, and otherwise cooperate with the County in facilitating dissemination of the Disparity Study results to the County and the public. (21)
 - l. In the event the County's HUB Program is challenged any time from six years of completion of the Disparity Study, the Consultant may be required to testify on the constitutionality of the County's HUB Program plan.

This Scope of Services does not include legal services, nor does it include a legal component other than what is specifically provided above (See #5). NERA's legal remarks will be based on its understanding of relevant law and industry best practice, as informed by legal counsel retained by NERA. However, NERA's comments are not, and should not, be construed as legal advice to the County. NERA recommends that the County seek and obtain advice from its own legal counsel in connection with its procurement programs and with this report.

Deliverables:

The Consultant shall specifically deliver the following:

- a. Hold one meeting with key County officials to discuss the scope, approach and methodology of the project. (1)
- b. Prepare a Work Plan to outline the mutual responsibilities for producing data, analyzing data, and reviewing the work product. (1)
- c. Work with the County's Project Manager and key staff to refine Work Plan and scope, approach and methodology of the project. (2)
- d. Monthly progress reports, including, when appropriate, summaries of analyses and assessments in progress or completed. (2)
- e. A draft of the Consultant's final report for review and comment by the County, and a final version of all relevant reports. (19)
- f. A final report on the Disparity Study, including an executive summary, an overview of relevant case law, the Disparity Study with detailed discussion of the Consultant's methodology and analysis, and recommendations based on Consultant's findings and review of the County's HUB Program. Unless otherwise permitted by the County, the final report and all data and records developed specifically for the County in conjunction with the final report and Disparity Study shall be submitted to the County as two hard copies and one electronic copy (in or compatible with Microsoft Office 2007 or later) to permit future use by the County. (21)
- g. Presentations before relevant County Departments and the Commissioners Court. **3- 4 including Comm. Court, Purchasing, Community/Work Session, Executive Managers (21)**

4. QUALIFICATIONS:

County Disparity Study Scope

ATTACHMENT A

The Consultant shall utilize personnel and subcontractors with the experience, knowledge, and capabilities to timely deliver a legally defensible Disparity Study developed consistent with best practices. It is the Consultant's responsibility to secure all services necessary to meet the requirements of the project.

5. PROPOSED SCHEDULE:

Within ten (10) days of a signed contract Consultant shall deliver to Director a detailed Project schedule.

COUNTY COST NOT TO EXCEED: \$339,552.38

TASK	COUNTY	FINAL COUNTY COST
1	Hold one meeting with the key County officials to discuss the scope, approach and methodology of the project. Prepare a Work Plan to outline the mutual responsibilities for producing data, analyzing data, and reviewing the work product.	\$2,700
2	Work with the County's Project Manager and key staff to refine the Work Plan and scope, approach and methodology of the project. Monthly progress reports, including, when appropriate, summaries of analyses and assessments in progress or completed.	\$900
3	See Task 1	\$15,180
4	To the extent necessary and possible, collect data regarding other public entities' utilization of MBE/WBE/HUBs with similar geographic and product markets. Document and explain the significance of these findings.	\$0
5	Provide detailed and up-to-date overview of current	\$3,500

ATTACHMENT A

	constitutional standards and case law on race and gender-conscious and race and gender-neutral government efforts in public contracting.	
6	The Disparity Study will analyze MBE/WBE/HUB businesses' availability and participation both as prime contractors and subcontractors in specific industries.	\$117,684
7	Determine the County's appropriate geographic market area. Determine the County's product markets, or those industries within the major procurement categories (construction, construction-related professional services, construction-related non-professional services; and commodities) that are most indicative of work performed on County contracts.	\$7,200
8	See Task 20	\$16,200
9		\$0
10		\$0
11		\$0
12		\$10,000
13	Collect and analyze anecdotal evidence on the experience of businesses in the County's markets, including business owners and community stakeholder's inputs; which may include County precinct specific public hearings, interviews, surveys and other methods approved by the County Purchasing office, to support identified statistical disparities.	\$13,331.25
14	See Task 13	\$38,632
15	See Task 13	\$9,625
16	Determine the County's utilization of available MBE/WBE/HUB businesses', classified by industry, race/ethnicity and sex in the County's geographic and product markets.	\$10,800
17	Determine the availability of MBE/WBE/HUB businesses	\$10,800

County Disparity Study Scope

ATTACHMENT A

	(classified by industry, race/ethnicity, and sex) in the County's geographic and product markets. The Consultant's methodology for determining availability shall rely on more than just census data to ensure most firms are captured and that ownership is verified.	
18	Provide statistical evidence of disparities in business enterprise activity in the County's geographic and products. Examine, document and detail if there is statistical evidence of disparities in the contracting and subcontracting activities within the County.	\$10,800
19	Provide a draft final report including, but not necessarily limited to, an executive summary, an overview or relevant case law, the Disparity Study with detailed discussion of the Consultant's methodology and analysis, and recommendations based on Consultant's findings and review of the County's HUB program. Revise the report subject to concerns raised by the County and present in final form.	\$40,640
20	Based on analysis and review of the County's contracting and purchasing policies, electronic contract compliance records, HUB utilization reports, and any HUB Program background reports and studies that may have been conducted relating to the Program, and provide recommendations, including race-and gender-neutral means, for addressing any identified disparities. These recommendations should address annual ethnic-specific goals (and provide guidance on determining project-specific goals), and any other related compliance issues.	\$14,800
21	Present Disparity Study findings to County Departments and relevant staff, Commissioners Court, and otherwise cooperate with the County in facilitating dissemination of the Disparity Study results to the County and the public.	\$16,760.13

ATTACHMENT A

	<p>A final report on the Disparity Study, including an executive summary, an overview of relevant case law, the Disparity Study with detailed discussion of the Consultant's methodology and analysis, and recommendations based on Consultant's findings and review of the County's HUB Program. The final report shall be written in clear and concise language using consistent terms; easy to understand; organized in a logical manner; fully illustrated with relevant examples; and consistent with widely accepted methodology. Unless otherwise permitted by the County, the final report and all data and records developed in conjunction with the final report and Disparity Study shall be submitted to the County as two hard copies and one electronic copy (in or compatible with Microsoft Office 2007 or later) to permit future use by the County.</p>	
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COUNTY COST NOT TO EXCEED COST: \$339,552.38

ATTACHMENT B
SUBCONTRACTORS

Jon S. Wainwright, Ph.D., NERA Economic Consulting

Elizabeth Newlon, Ph.D., NERA Economic Consulting

Don T. O'Bannon, Of Counsel Dallas

Patricia Ramos, CR Dynamics & Associates, Inc.

Sundra Davis, D'Moriea Consulting Agency

Carol S. Hadnot, Business Resource Consultants

Joe Deegan, J&D Data Services

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 types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.

B. Except for Professional Liability insurance, all other insurance coverage herein 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. Commercial General Liability and Automobile Insurance required under this Contract which shall include Travis County as Additional Insured with respect to the County's vicarious liability arising from Contractor's provision of the services pursuant to this Agreement.

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. Intentionally Omitted.

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 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 \$2,000,000 per occurrence
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), excluding the recklessness, negligence or willful misconduct of the County.
 - b. Thirty (30) day Notice of Cancellation (Form 420601)

B. Commercial General Liability Insurance

1. Coverage: \$2,000,000 per occurrence for coverage and \$4,000,000 aggregate
2. The Policy shall contain or be endorsed as follows:
 - a. Blanket contractual liability for this Contract for claims arising solely from Contractor's provision of the services pursuant to this Agreement
3. The Policy shall also include the following endorsements in favor of Travis County
 - a. Waiver of Subrogation (Form CG 2404)
 - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
 - c. Travis County included as an additional insured (Form CG 2010) with respect to the county's vicarious liability arising from Contractor's provision of the services pursuant to this Agreement.

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 5,000,000* each accident
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 included as an additional insured (Form TE 9901B) with respect to the county's vicarious liability arising from Contractor's provision of the services pursuant to this Agreement.

† Alternative Insurance Requirement

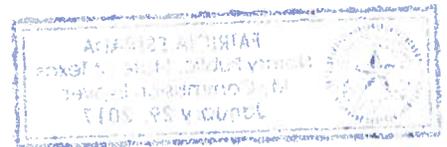
If NO transportation services of any type is provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of \$ 100,000/\$300,000/\$50,000 may be provided in lieu of Business Automobile Liability Insurance

D. Professional Liability/E & O Insurance

1. **\$ 5,000,000 per Claim**
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.

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.



ATTACHMENT D
ETHICS AFFIDAVIT

STATE OF TEXAS
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: 1/8/14
Name of Affiant: Jon Wainwright
Title of Affiant: Sr. Vice President
Business Name of Proponent: National Economic Research Associates, Inc.
County of Proponent: Travis

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.

Jon Wainwright
Signature of Affiant
3601 S. Congress Ave # 4109 Avenue F
Address Austin, TX 78751

SUBSCRIBED AND SWORN TO before me by Jon Wainwright on January 8, 2014.

Patricia Estrada
Notary Public, State of _____
Typed or printed name of notary _____
My commission expires: _____



EXHIBIT A**LIST OF KEY CONTRACTING PERSONS**
December 11, 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	
Executive Assistant.....	Sue Spears	
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).....	CharylN Daugherty	Consultant
Executive Assistant.....	Bob Moore*	
Executive Assistant.....	Martin Zamzow*	
Executive Assistant.....	Barbara Smith*	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant.....	Edith Moreida	
Executive Assistant.....	Norma Guerra	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Nicki Riley	
County Executive, Administrative.....	Vacant	
County Executive, Planning & Budget.....	Leslie Browder	
County Executive, Emergency Services	Danny Hobby	
County Executive, Health/Human Services.....	Sherri E. Fleming	
County Executive, TNR	Steven M. Manilla, P.E.	
County Executive, Justice & Public Safety	Roger Jefferies	
Director, Facilities Management	Roger El Khoury, M.S., P.E.	
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 IV Jesse Herrera, CTP, CTPM, CTCM
 Purchasing Agent Assistant III Shannon Pleasant, CTPM
 Purchasing Agent Assistant III David Walch
 Purchasing Agent Assistant III Michael Long, CPPB
 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 Vacant

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual</u> <u>Holding Office/Position</u>	<u>Date of</u> <u>Expiration</u>
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
Purchasing Business Analyst	Jennifer Francis	11/29/14

* - 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 ___ 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.

National Economic Research Assoc., Inc.

95-2879539

Jon W. Wright 1/8/14
Signature of Authorized Representative Date

Jon Wainwright Sr. Vice President
Printed/Typed Name & Title of Authorized Representative



Travis County Commissioners Court Agenda Request

Meeting Date: January 14, 2014

Prepared By/Phone Number: Rachel Fishback, 512.854.9853

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Approve Contract Award for Auto Body Repair, IFB No. 1311-006-RF, to the following low bidders:

A. Group 1 – Cars and Small Trucks

1. Alliance Body and Paint Shop (Primary)
2. Limon's Road Service (Secondary)

B. Group 2 – Heavy Trucks

1. Limon's Road Service (Primary)
2. ACM Body and Frame Inc. (Secondary)

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

This contract requires for the vendors to provide Auto Body Repair Services to Travis County Transportation and Natural Resources.

On November 19th, 2013, IFB No. 1311-006-RF was issued through BidSync. Five (5) bids were received on December 16th, 2013. The Purchasing Office concurs with Travis County Transportation and Natural Resources recommendation to award on a group basis to the primary and secondary bidders.

Travis County reserved the right to make multiple awards as specified in Special Provisions, Paragraph 4, Method of Award.

- **Contract-Related Information:**

Award Amount: estimated requirement

Contract Type: Annual, Unilateral

Contract Period: January 15, 2014 through January 14, 2015

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

➤ **Solicitation-Related Information:**

Solicitations Viewed: 15

Responses Received: 5

HUB Information: N/A

% HUB Subcontractor: N/A

➤ **Funding Information:**

SAP Shopping Cart #/Funds Reservation #: NA

Comments: Requisitions are processed at time of requirement

Bid #1311-006-RF AUTO BODY REPAIR

Lot: GROUP 1 - CARS AND LIGHT TRUCKS

Item #	Item	Qty	Unit	Alliance Body & Paint		Central Texas Collision		Limon's Road Service		ACM Body & Frame		two day body shop	
				Price	Notes	Price	Notes	Price	Notes	Price	Notes	Price	Notes
1311-006-RF--01-01	BODY AND FENDER LABOR	1	hour	34		40		46		38		28	
1311-006-RF--01-02	FRAME LABOR	1	hour	38		50		55		38		25	
1311-006-RF--01-03	MECHANICAL LABOR	1	hour	70		50		70		55		28	
1311-006-RF--01-04	PAINT REFINISHING LABOR	1	hour	34		40		46		38		28	
1311-006-RF--01-05	PAINT MATERIAL COST RATE	1	hour	30		30		26		29		20	
1311-006-RF--01-06	MATERIALS COST MARKUP	1	percentage	1000	0%	1200	20%	1150	15%	1250	25%	1250	25%
1311-006-RF--01-07	AFTER MARKET MATERIAL COST MARKUP	1	percentage	1200	20%	1200	20%	1200	20%	1250	25%	1250	25%

Lot: GROUP 1 - CARS AND LIGHT TRUCKS	Total
Alliance Body & Paint Shop	\$2,406
Limon's Road Service	\$2,593
Central Texas Collision	\$2,610
two day body shop	\$2,629
ACM Body & Frame Inc.	\$2,698

Lot: GROUP 2- HEAVY TRUCKS

Item #	Item	Qty	Unit	Alliance Body & Paint		Central Texas Collision		Limon's Road Service		ACM Body & Frame		two day body shop	
				Price	Notes	Price	Notes	Price	Notes	Price	Notes	Price	Notes
1311-006-RF--02-01	BODY AND FENDER LABOR	1	hour	34		52		58		48		44	
1311-006-RF--02-02	FRAME LABOR	1	hour	0		0		60		55		54	
1311-006-RF--02-03	MECHANICAL LABOR	1	hour	0		62		80		65		54	
1311-006-RF--02-04	PAINT REFINISHING LABOR	1	hour	34		52		46		48		40	
1311-006-RF--02-05	PAINT MATERIALS COST RATE	1	hour	30		34		26		29		20	
1311-006-RF--02-06	MATERIALS COST MARKUP	1	percentage	1000	0%	1200	20%	1200	20%	1250	25%	1330	33%
1311-006-RF--02-07	AFTER MARKET MATERIAL COST MARKUP	1	percentage	1200	20%	1200	20%	1150	15%	1250	25%	1330	33%

Lot: GROUP 2- HEAVY TRUCKS	Total
Limon's Road Service	\$2,620
ACM Body & Frame Inc.	\$2,745
two day body shop	\$2,872
Central Texas Collision	NOT RESPONSIVE
Alliance Body & Paint Shop	NOT RESPONSIVE

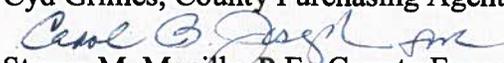


**TRANSPORTATION AND NATURAL RESOURCES
STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE**

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

January 8, 2014

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent
FROM: 
Steven M. Manilla, P.E., County Executive
SUBJECT: Award of Solicitation 1311-006-RF
Auto Body Repair

TNR has reviewed the above referenced solicitation responses and recommends award as follows:

Group I	Cars and Light Trucks	Primary	Alliance Body & Paint Shop
		Secondary	Limon's Road Service
Group II	Heavy Trucks	Primary	Limon's Road Service
		Secondary	ACM Body & Frame Inc.

The product category for Vehicle Body Repair and Painting Services is 78181501. The primary cost centers are 1490350001 and 1490350145.

If you need additional information, please contact April Rodriguez at 854-7676.

AR:SMM:ar
Contract File



Travis County Commissioners Court Agenda Request

Meeting Date: January 14, 2014

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

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

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

Sponsoring Court Member: Commissioner Todd, Precinct Two

AGENDA LANGUAGE: Consider and take appropriate action on a request to authorize the filing of an instrument to vacate a 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 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 and staff finds the vacation request meets all Travis County standards. As of this memo, staff has not received any inquiries in regards to this request. As such, TNR staff recommends the request.

ISSUES AND OPPORTUNITIES:

According to the request letter 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
- Sign Affidavit and Pictures
- Maps

REQUIRED AUTHORIZATIONS:

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

CC:

Stacey Scheffel	Permit Program Manager	TNR	(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;

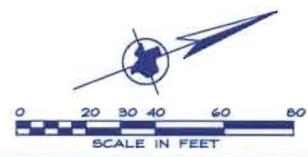
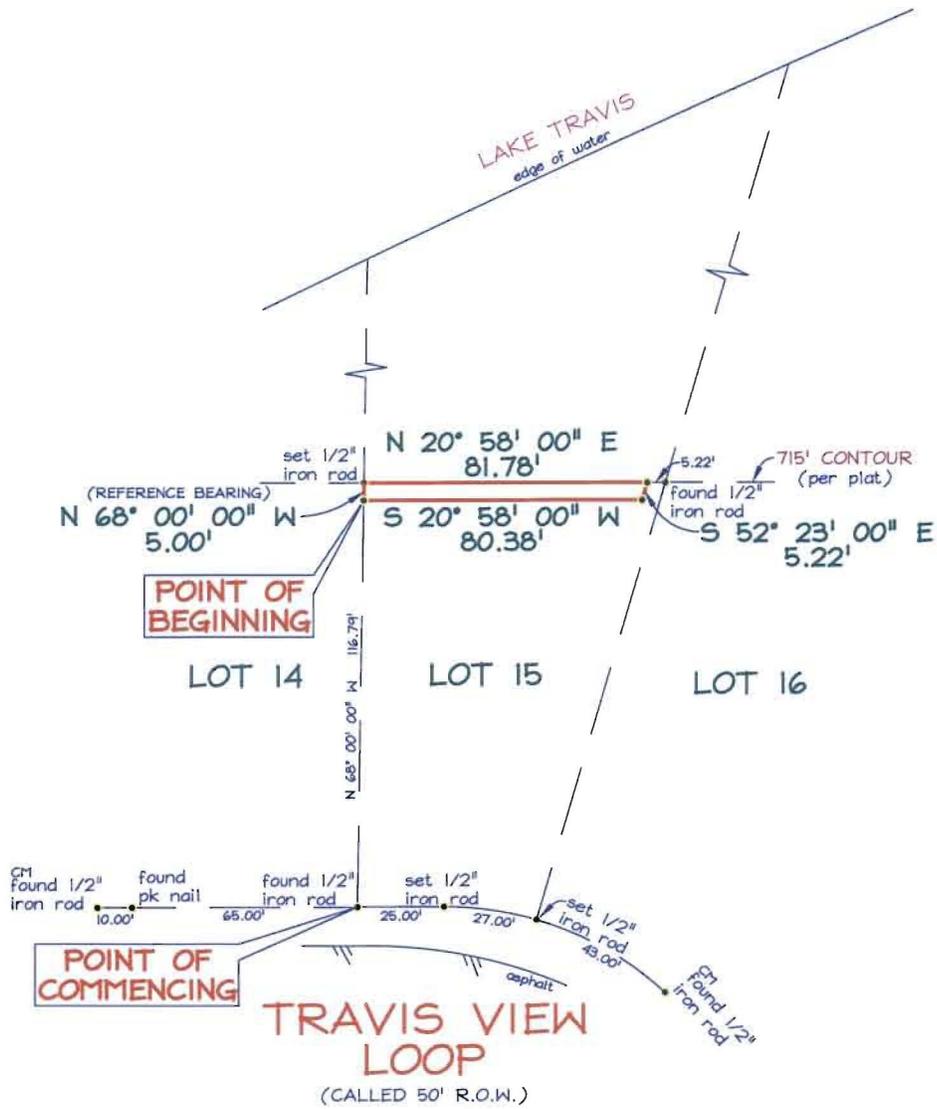
THENCE South 20° 58' 00" West, a distance of 80.38 feet to the POINT OF BEGINNING and containing 405 square feet or 0.01 of one acre of land.

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.



A handwritten signature in cursive script, appearing to read "Robert T. Paul, Jr.", written over the bottom portion of the seal.

Registered Professional Land Surveyor
October 24, 2013
613-1673A

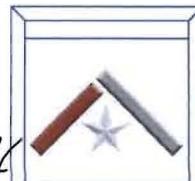
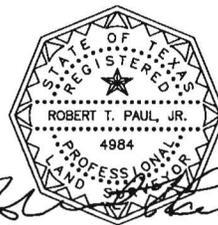


5' PUBLIC UTILITY EASEMENT RELEASE

LOT 15, TRAVIS VISTA
VOL. 48, PG. 19
P.R.T.C.T.

DATE: 10/31/13

JOB NO: 613-1673A
TECH: JAN



DALLAS: PHONE 972-881-7072 FAX 972-279-1508
FORT WORTH: PHONE 817-451-0522 FAX 817-496-3418

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
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 11th day of NOVEMBER, 2013

SOUTHWESTERN BELL TELEPHONE COMPANY

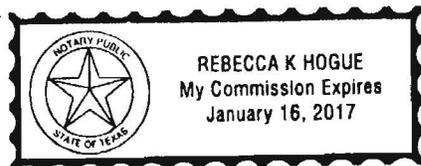
Name: DAVID A WILLIAMS

Title: VP CSP PLANS & ENGINEERING DESIGN

THE STATE OF TX
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared DAVID WILLIAMS, known to me to be the person whose name is subscribed to the foregoing instrument as Manager, Engineering-Design of Southwestern Bell Telephone Company, a Delaware corporation, and acknowledged to me that he/she executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 11th day of NOVEMBER, 2013

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. Gemes 11/5/2013
Signature Date

Printed Name Deborah S. Gemes

Title **Travis County WCID #17**

3812 Eck Lane

Austin, TX 78734

Please return this completed form to:

KIRK Lewis

Name

Phone: 512-422-2495

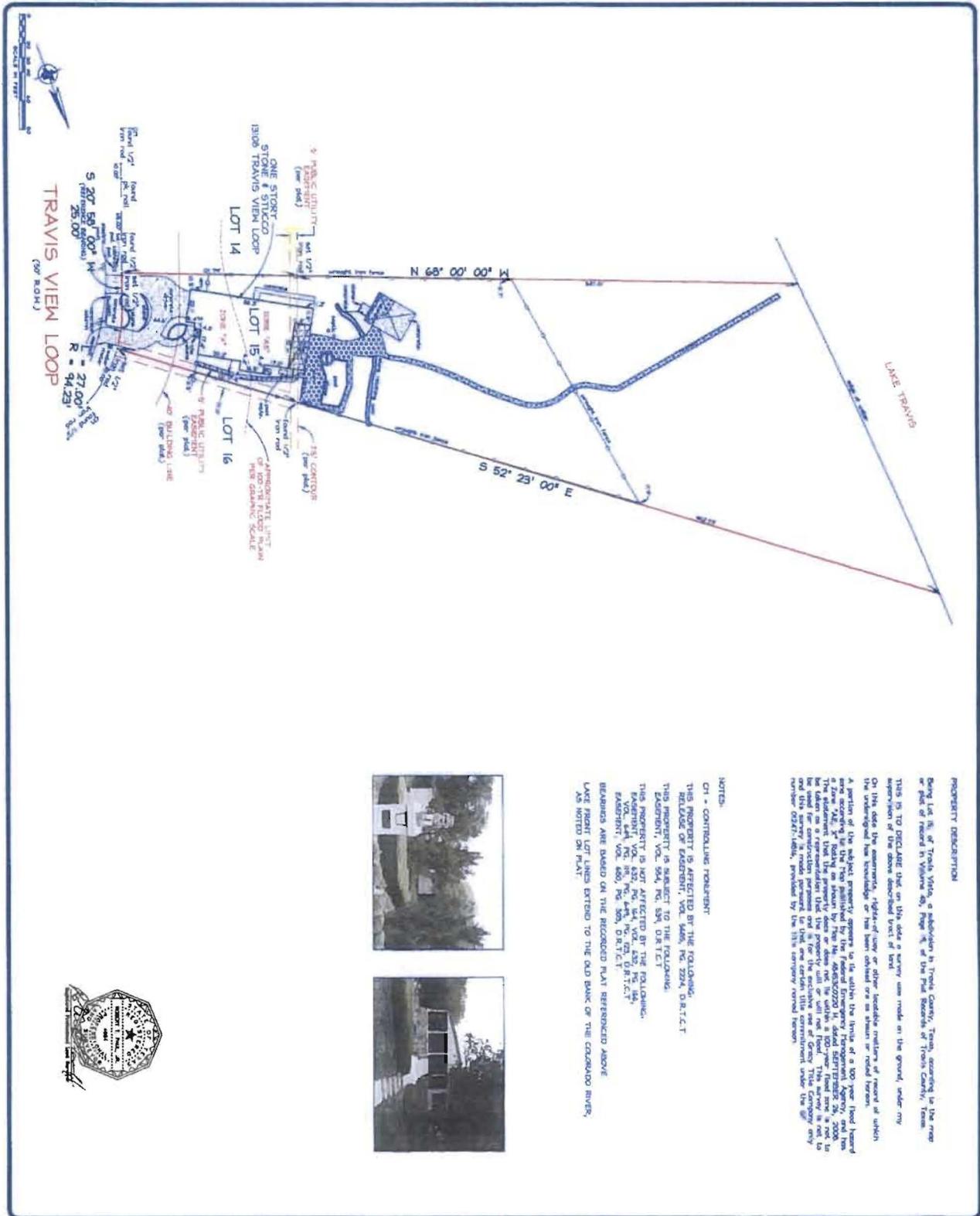
512-422-2495

Fax: _____

Address

Email: KIRKLEWIS
AUSTIN.PR.COM

City/State/Zip



PROPERTY DESCRIPTION

Being Lot 16, of Travis View, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 49, Page 4, of the Public 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 monuments, -right-of-way or other- readable markers of record at which a portion of the subject property appears to lie within the limits of a 100-year flood hazard area according to the map published by the Federal Emergency Management Agency, dated 10/20/13, are shown. The plat is subject to the easements and other interests shown thereon. 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 construed as a warranty of any kind. The survey is made pursuant to the contract between the undersigned and the client, the number 02471469, provided by the client's surveyor record person.

NOTES:

CH - CONTROLLING INSTRUMENT
 THIS PROPERTY IS AFFECTED BY THE FOLLOWING:
 RECORD OF EASEMENT, VOL. 5469, PG. 2294, D.R.L.C.T
 THIS PROPERTY IS SUBJECT TO THE FOLLOWING:
 EASEMENT, VOL. 594, PG. 524, D.R.L.C.T
 THIS PROPERTY IS NOT AFFECTED BY THE FOLLOWING:
 EASEMENT, VOL. 460, PG. 520, D.R.L.C.T
 EASEMENT, VOL. 460, PG. 520, D.R.L.C.T
 BEARINGS ARE BASED ON THE RECORDED PLAT REFERENCED ABOVE
 LAKE RIGHT LOT LINES EXTEND TO THE OLD BANK OF THE COLORADO RIVER,
 AS NOTED ON PLAT.



DATE	1/9/2014
SCALE	AS SHOWN
PROJECT	13108 TRAVIS VIEW LOOP
CLIENT	PRECISE LAND SURVEYING, INC.
PHONE	613-1673
FAX	972-279-1508
EMAIL	info@preciseland.com
WEBSITE	www.preciseland.com
ADDRESS	4625 EASTOVER DRIVE, MESQUITE, TEXAS 75149



BOUNDARY SURVEY
 13108 TRAVIS VIEW LOOP
 TRAVIS COUNTY, TEXAS

Precise Land Surveying, Inc.
 4625 EASTOVER DRIVE • MESQUITE, TEXAS 75149
 (972) 881-7072 FAX (972) 279-1508

NO.	DATE	REVISION

LORENO
S. R. 2nd
S. J. 1st
March 1919

Travis Vista

SUE No. 65

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

That we E. T. Holly and E. E. Neumann, owners of certain lots of land out of the D.M. Railroad Co. Survey No. 65 in Travis County, Texas, including lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

STATE OF TEXAS:
COUNTY OF TRAVIS:

Before me, the undersigned authority on this day personally appeared E. E. Neumann, 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 the 15th day of September, A.D. 1963.

E. E. Neumann
Notary Public in and for Travis Co. Tex.

FILED FOR RECORD on the 7 day of October AD 1963 at 2:30 o'clock P.M.
Miss Emma Limberg, Clerk of Co. of Travis Co. Tex.
Emma Limberg

STATE OF TEXAS:
COUNTY OF TRAVIS:

I, Miss Emma Limberg, county clerk of Travis County, Texas, do hereby certify that the foregoing instrument of writing with its certificate of acknowledgment were filed for record in my office on the 7 day of October AD 1963 at 2:30 o'clock P.M. and duly recorded on the 7 day of October AD 1963 at 2:30 o'clock P.M. in the Plat Records of said county in book 47 at page 19.

WITNESS MY HAND and seal of the court of said county, this date last written above.

Miss Emma Limberg, Clerk of Co. of Travis Co. Tex.
Emma Limberg

STATE OF TEXAS:
COUNTY OF TRAVIS:

I, Miss Emma Limberg, clerk of the county court with and for the County and State aforesaid, do hereby certify that on the 7 day of October, AD 1963 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 197.

WITNESS MY HAND and seal of the County Court of said County, this 7th day of October, AD 1963.

Miss Emma Limberg, Clerk of Co. of Travis Co. Tex.
Emma Limberg

APPROVED FOR ACCEPTANCE
Date *10/7/63*
W. B. Daborn, Director of Planning

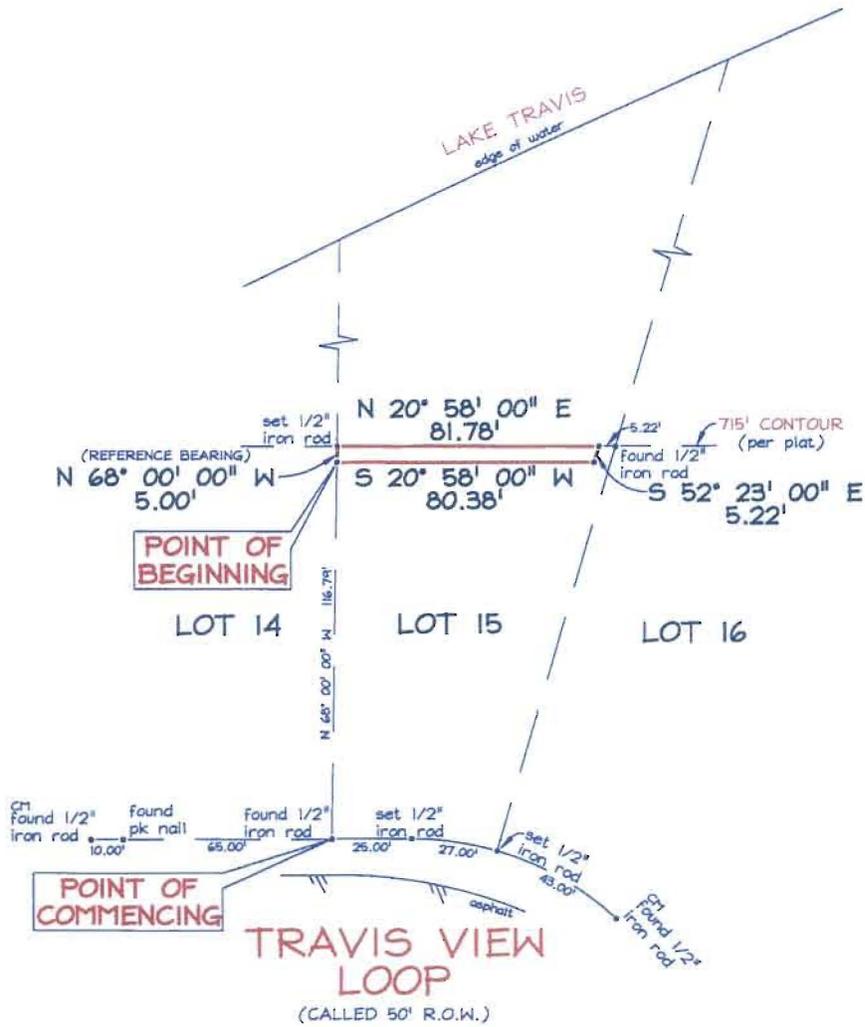
ACCEPTED AND AUTHORIZED FOR RECORD by the Planning Commission of the City of Austin, Texas, on the 7th day of October AD 1963.
W. B. Daborn

Surveyed by *A. J. Pugh* Date *10/1/63*
S. F. Jones, Reg. Plat Surveyor

C8-69-40

Vol 78 Page 19
Plat 1963-1964
10-7-63

22-2355
Vol 78 Page 19
Plat 1963-1964

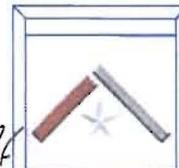
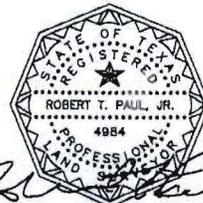


5' PUBLIC UTILITY EASEMENT RELEASE

LOT 15, TRAVIS VISTA
VOL. 48, PG. 19
P.R.T.C.T.

DATE: 10/31/13

JOB NO: 613-1673A
TECH: JAN



DALLAS: PHONE 972-881-7072 FAX 972-279-1508
FORT WORTH: PHONE 817-451-0522 FAX 817-498-3418

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;

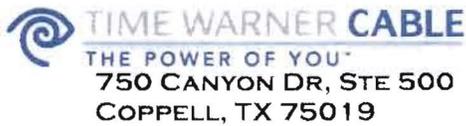
THENCE South 20° 58' 00" West, a distance of 80.38 feet to the POINT OF BEGINNING and containing 405 square feet or 0.01 of one acre of land.

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 Paul, Jr.

Registered Professional Land Surveyor
October 24, 2013
613-1673A



Vie

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. Please share this information with whoever needs these services.

Sincerely,



North Texas Area

2012 Project Authorization Form
Plant Construction (All Types)

NODE: _____

Origination Date: 11/6/2013

Start Date: _____

Completion Date: _____

PROJECT INFORMATION	Location Name: <u>NTX Dallas</u>								
	Project Name: _____								
	Activity Name: _____	Job/ DOCK #: _____							
	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:									
	BU	Project #	ID	OU	BS	Product	FA	Res Cat	Sub Cat
	14900			5105		n/a	601		Multiple

	Miles	Cost Per
Aerial	_____	_____
Underground	_____	_____
Total	_____	_____
	Passings	Cost Per
Aerial	_____	_____
Underground	_____	_____
Total	_____	_____

Project Justification

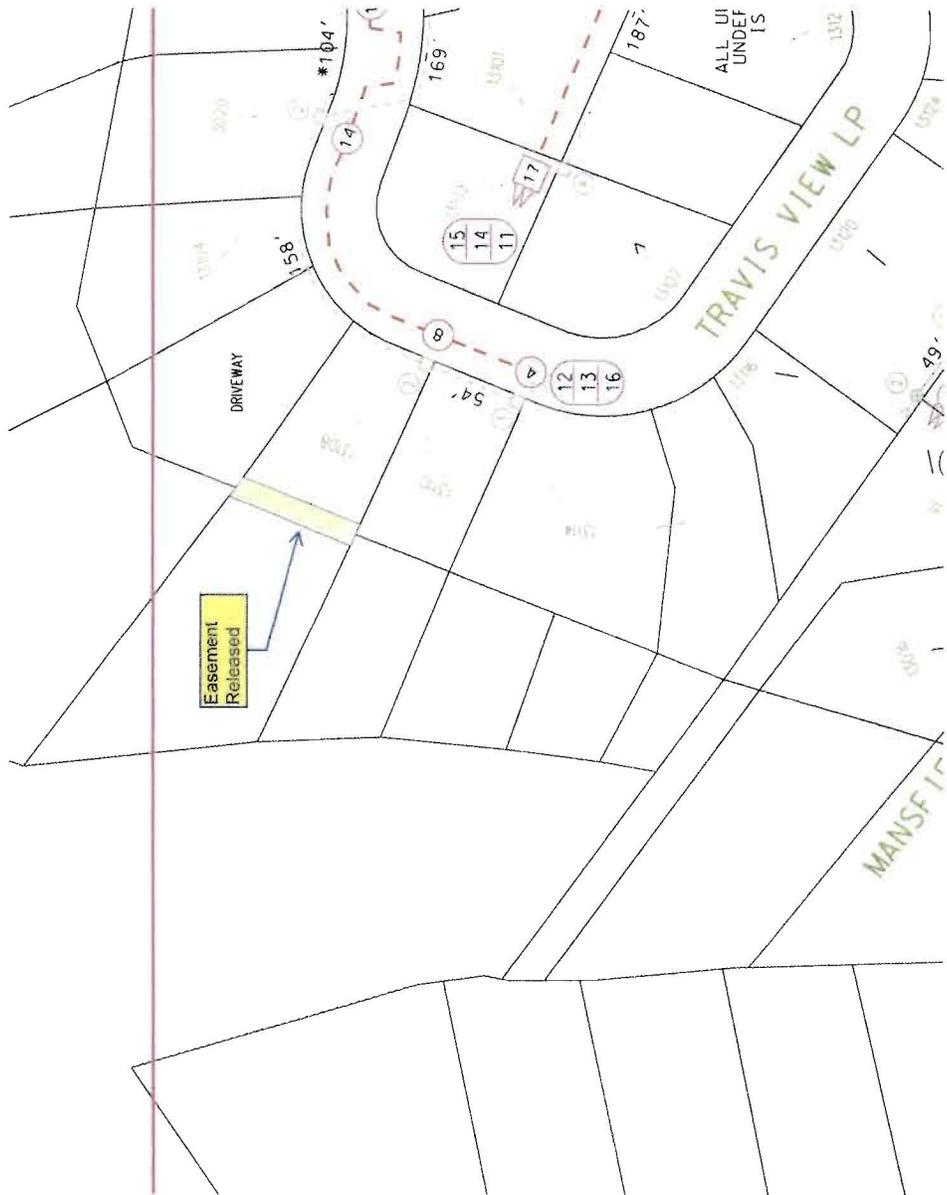
Construct fiber tie-point and distribution plant to service new MDU customers.....

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	_____	_____	_____	_____	_____	
	EQHDE							
	Fiber Optonics - Headend	601	_____	_____	_____	_____	_____	
INSTL								
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):					
	Project ID	Activity ID	OU	BS	FA	Amount

APPROVALS	Requester Information	Required Approvals	Date
	Name: _____	_____	_____
	Title: _____	_____	_____
	Phone: _____	_____	_____
Signature: _____	Date	_____	_____
	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

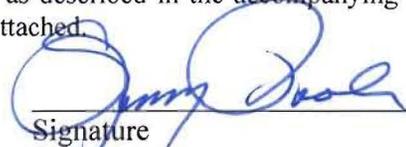
EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

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



TRANSPORTATION AND NATURAL RESOURCES

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

AFFIDAVIT OF POSTING

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

A Public Notice of Vacation sign for a five foot wide public utility easement was posted on December 17, 2013, on the northerly side of Travis View Loop along the front lot line of Lot 15 of Travis Vista at a point as near as practical to the area being vacated, and was also posted at the Travis County Courthouse.

CERTIFIED THIS THE 18 DAY OF December, 2013.

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

cc: Garcia (sign shop)

M:\PERMITS\Vacate\13PUE\18-TravisViewLoop\SignRequest-TravisViewLoop.doc



NOTICE OF PUBLIC HEARING

JANUARY 14, 2014, AT 9:00 AM

PUBLIC UTILITY EASEMENT VACATION

**TO APPROVE THE VACATION OF A PUBLIC
UTILITY EASEMENT LOCATED OVER AND
ACROSS A PORTION OF LOT 15 OF TRAVIS
VISTA — A SUBDIVISION IN PRECINCT TWO**

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

FOR MORE INFORMATION CALL 854-9383

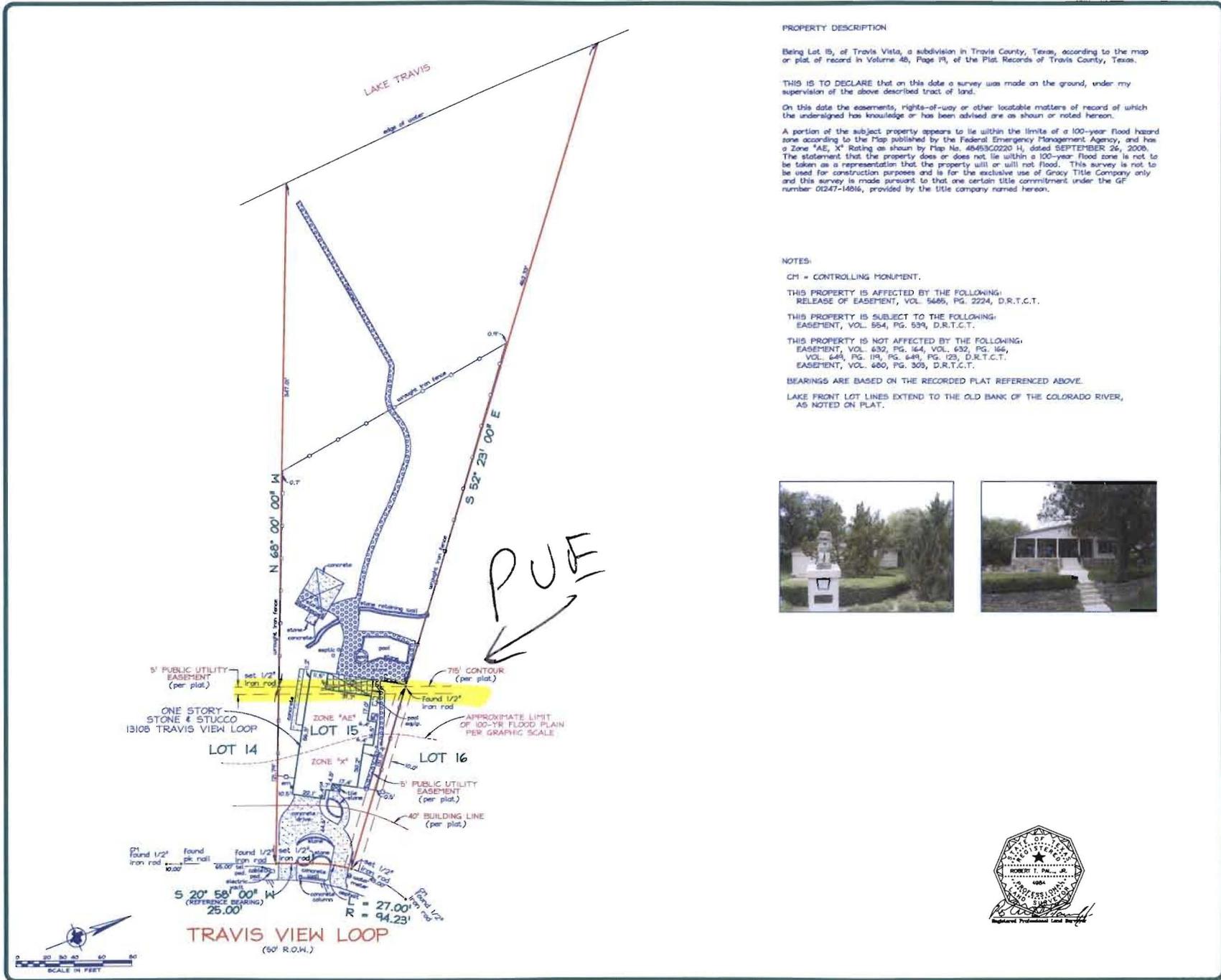
NOTICE OF PUBLIC HEARING

JANUARY 14, 2014 AT 9:00 AM
PUBLIC UTILITY EASEMENT VACATION

TO APPROVE THE VACATION OF A PUBLIC
UTILITY EASEMENT LOCATED OVER AND
ACROSS A PORTION OF LOT 15 OF TRAVIS
VISTA — A SUBDIVISION IN PRECINCT TWO

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

IES1990528



PROPERTY DESCRIPTION

Being Lot 15, of Travis Vista, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 48, 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 zone according to the Flood published by the Federal Emergency Management Agency, and has a Zone "AE", X Rating as shown by Map No. 48453G0220 14, 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 GF number 0247-14816, provided by the title company named herein.

NOTES:

CM = CONTROLLING MONUMENT.

THIS PROPERTY IS AFFECTED BY THE FOLLOWING:
RELEASE OF EASEMENT, VOL. 5465, 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. 644, 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.



REVISION	BY

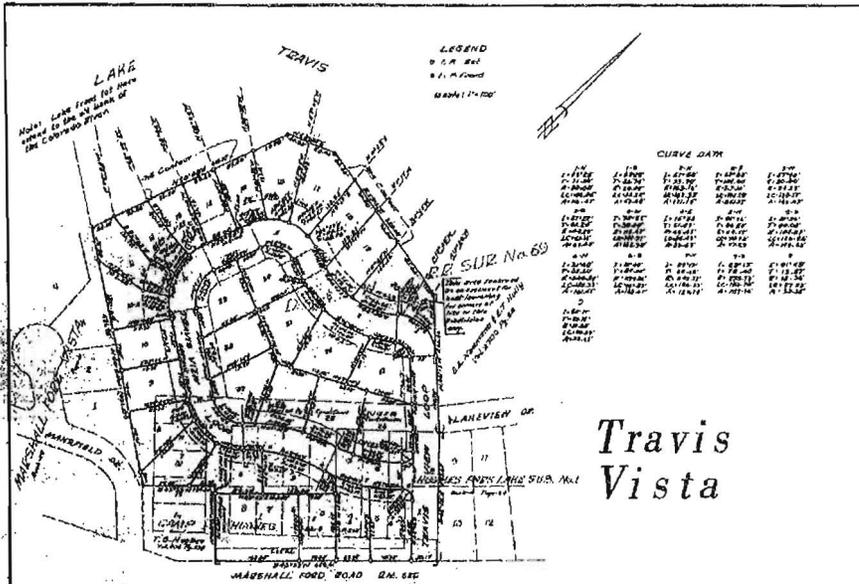
Precise Land Surveying, Inc.
4625 EASTOVER DRIVE - MESQUITE, TEXAS 75149
(972) 681-7072 FAX (972) 279-1508

BOUNDARY SURVEY
13108 TRAVIS VIEW LOOP
TRAVIS COUNTY, TEXAS



SURVEYOR	RT
DATE	10/29/13
TECH	JAN
FIELD DATE	10/24/13
DRAWING FILE	P\13-PLS\13108-1673
INVOICE #	481-6
SCALE	1" = 40'
JOB NUMBER	613-1673
SHEET	1 OF 1 SHEETS





Vol. 78 Page 19
 202-7-19 R.C. 2819 2819 2819

Travis Vista

STATE OF TEXAS
 COUNTY OF TRAVIS: KNOW ALL MEN BY THESE PRESENTS:
 That we E.T. Holly and E.E. Neuman, owners of the certain tract of land out of the DAW Railroad Co. Survey No. 63 in Travis County, Texas, including lots 11 & 12 and part of lot 13, as shown in the plat of said survey, a subdivision of section 34, page 64, Plat Record of Travis County, Texas, and lot 11 & 12 of HUGHES PARK LAKE SUB-DIVISION No. 1, according to a plat of record in Book 4, at page 64 of the Plat Record of Travis County, Texas, and a certain street known as Lakeview Drive, and an undivided area of said DAW Railroad Co. Survey No. 63 and conveyed to us by deed of record in Vol. 2700 at page 54 of the Deed Record of Travis County, Texas, do hereby subdivide said tract in accordance with the attached plat, said subdivision to be known as TRAVIS VISTA, and we do hereby dedicate to the public the streets and easements shown thereon.
 WITNESS OUR HANDS, this 15th day of September A.D. 1969.

E.T. Holly
 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 purpose and consideration therein expressed.
 GIVEN UNDER MY HAND and seal of office, this 15th day of September, A.D. 1969.
 Miss Emily Limberg, Clerk of Travis County, Texas
 Filed for record on the 7 day of October, A.D. 1969 at 2:30 o'clock P.M.
 Miss Emily Limberg, Clerk of Travis County, Texas
 By: Emily Limberg
 Deputy

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 purpose and consideration therein expressed.
 GIVEN UNDER MY HAND and seal of office, this 15th day of September, A.D. 1969.
 Notary Public in and for Travis Co. Tex.

STATE OF TEXAS
 COUNTY OF TRAVIS:
 I, Miss Emily Limberg, 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 4 at page 19.
 WITNESS MY HAND and seal of the court of said county, this 15th day of September, A.D. 1969.
 Miss Emily Limberg, Clerk of Travis Co. Tex.
 By: Emily Limberg
 Deputy

In honoring this plat by the Commissioners Court of Travis County, Texas, it is understood that the building of all streets, roads or other public thoroughfares and the responsibility of the owner and/or developer of the tract of 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, are no obligation to build any 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 satisfactory for human consumption is available from a source on the land, a community source, or a public utility source in adequate supply for family use, and operation of a septic tank, field septic tank system or other capacity of not less than 500 gallons with a drain field of not less than 100 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 under the Subdivision.
 This is to certify that Section 23.27 of the City Code of 1969 has been complied with.

Consent Note:
 An easement of 10 feet off the rear and existence of all lots in this subdivision is hereby dedicated for public utilities.

STATE OF TEXAS
 COUNTY OF TRAVIS:
 I, Miss Emily Limberg, 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 318.
 WITNESS MY HAND, and seal of the County Court of said County, this 15th day of October, A.D. 1969.
 Miss Emily Limberg, Clerk of Travis Co. Tex.
 By: Emily Limberg
 Deputy

APPROVED FOR ACCEPTANCE
 Deput: Wayne M. Osborne, Director of Planning

ACCEPTED AND AUTHORIZED FOR RECORD by the Planning Commission of the City of Austin, Texas, on the 15th day of October, A.D. 1969.
 By: Wayne M. Osborne
 Chairman

Surveyed By: S. J. Reed Date: May, 1969
 S.A. First Top. Assn. Surveyor

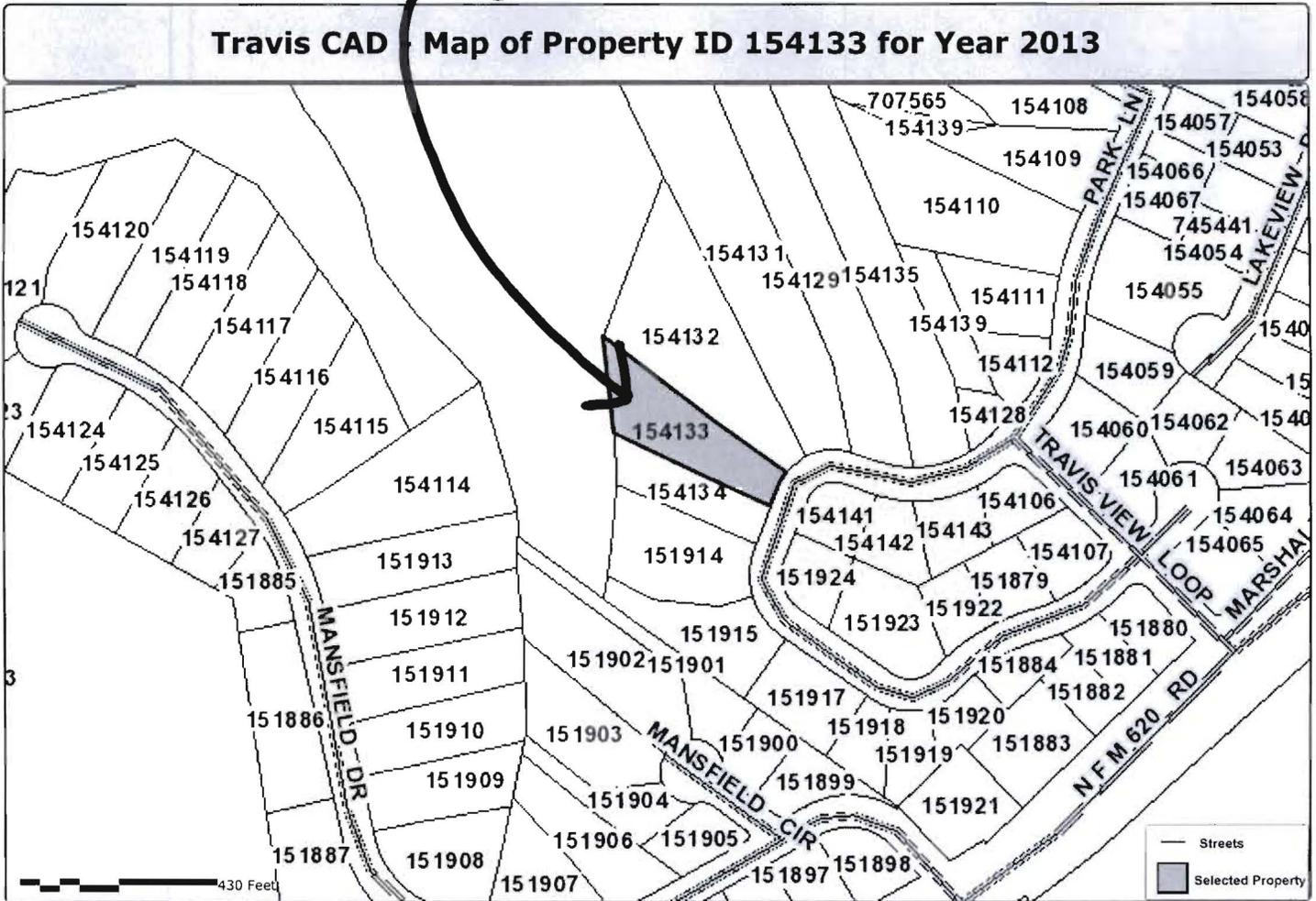
202-7-19 R.C. 2819 2819 2819

2-2385

Vol. 78 Page 19
 202-7-19 R.C. 2819 2819 2819

CB-69-40

Site



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>



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

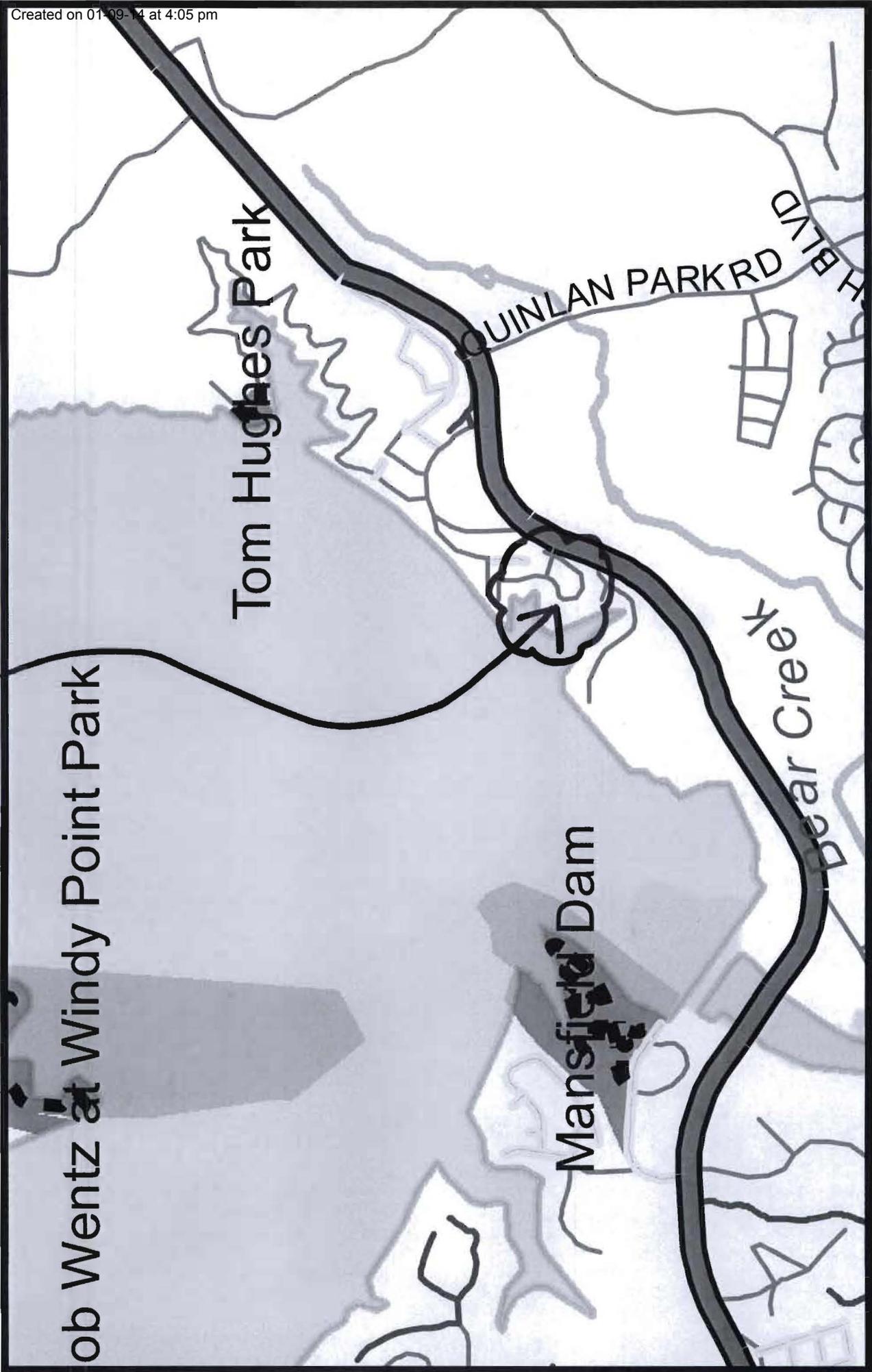
Bob Wentz at Windy Point Park

Tom Hughes Park

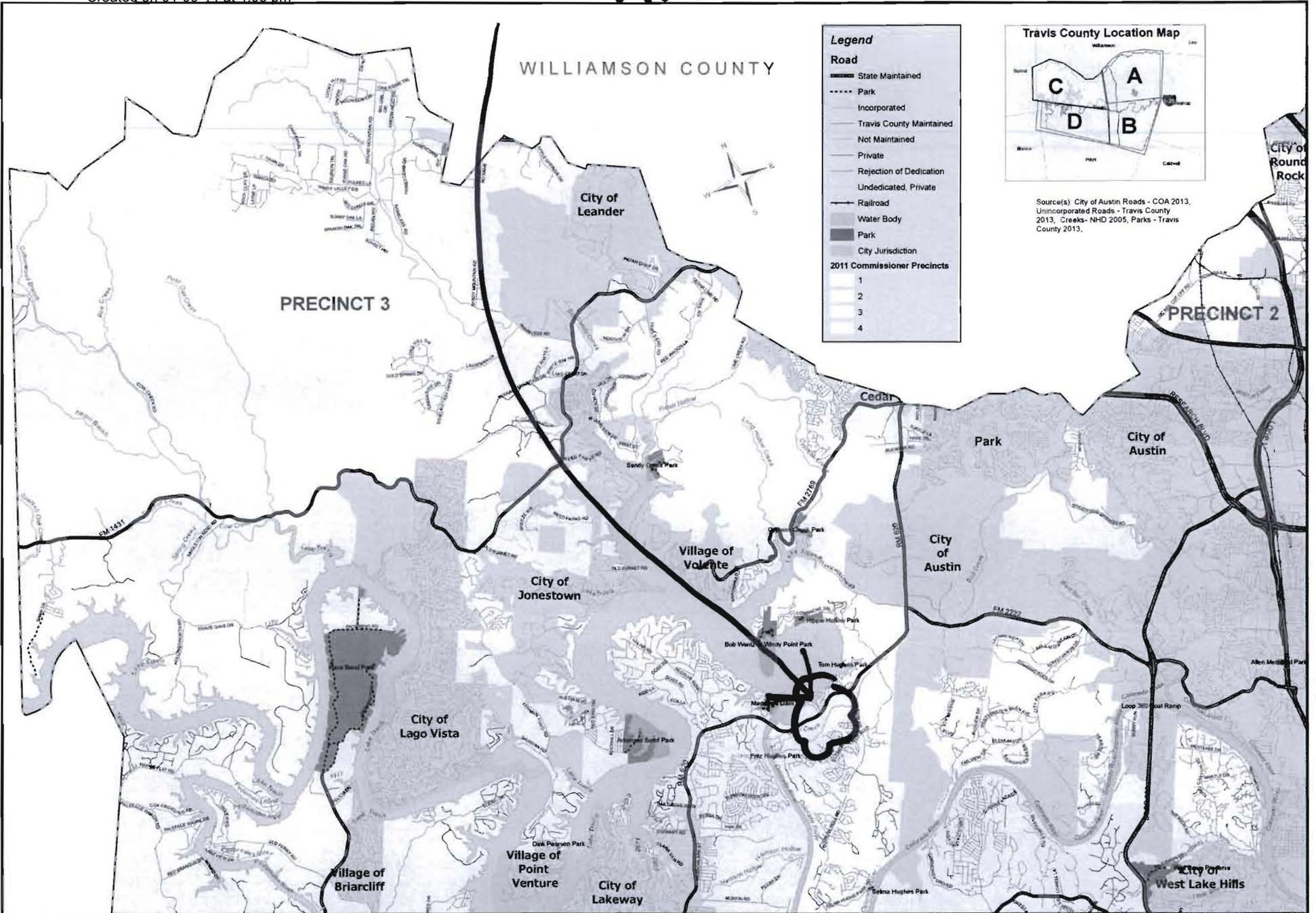
QUINLAN PARK RD
H BLVD

Bear Creeke

Mansfield Dam

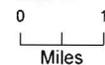


Site Area



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



Travis County Commissioners Court Agenda Request

Meeting Date: January 14, 2014

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: Consider and take appropriate action 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 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 subject easements. Staff foresees no opposition to this request.

STAFF RECOMMENDATIONS:

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

ISSUES AND OPPORTUNITIES:

According to the request letter the owner of the subject 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 subject easements.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

ATTACHMENTS/EXHIBITS:

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

REQUIRED AUTHORIZATIONS:

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

CC:

Stacey Scheffel	Permit Program Manager	TNR	(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

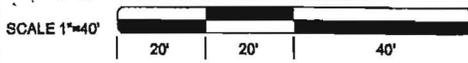


David Bell
Registered Professional Land Surveyor No. 3994
JOB # AUS-PL1575-13

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)



Course	Bearing	Distance
L1	N 72°56'11" W	10.00'
L2	Rad: 287.87'	A: 5.00'
	Tan: 2.50'	CA: 0°58'45"
	Chd: S 18°37'58" W	5.00'
L3	N 72°56'11" W	298.01'
L4	N 03°58'21" E	10.27'
L6	S 72°56'11" E	298.35'
L8	Rad: 287.87'	A: 10.00'
	Tan: 5.00'	CA: 1°59'31"
	Chd: S 17°07'49" W	10.00'

(N 80°28' W 299.79')
N 80°28'16" W 299.62'

5' U.E. PER PLAT BK. 43 PG. 29 & 5' B.L., D.E. AND U.E. PER VOL. 3554 PG. 200

VACANT

LOT 347

5' U.E. PER PLAT BK. 43 PG. 29 & 5' B.L., D.E. AND U.E. PER VOL. 3554 PG. 200

VACANT

LOT 346

AREA OF EASEMENTS
TO BE RELEASED =
2971.52 SQUARE FEET

5' U.E. PER PLAT BK. 43 PG. 29 & 5' B.L., D.E. AND U.E. PER VOL. 3554 PG. 200

S 64°17'00" E 345.43'
(S 64°17' E 345.45')
 BEARING BASIS

LOT 345

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 (60' R.O.W.)

COPYRIGHT 2013 TRI-TECH
SURVEYING COMPANY, L.P.

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-PL1575-13



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 1st 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:

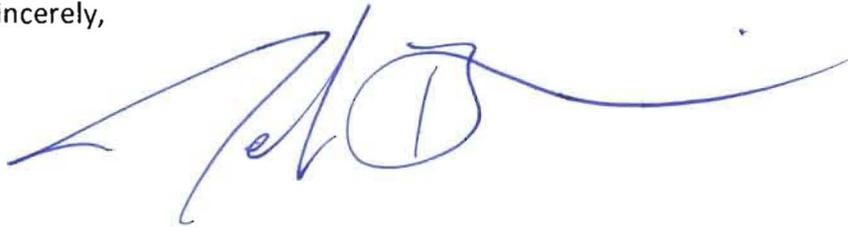
COA Water & Waste Water Utility

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. 7th Street

Austin, TX 78702

(512) 771-8503

Jeb.barmish@att.net

For: William Krassner

1540 Cypress Creek Road

Cedar Park, TX 78613

(512) 577-0075



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.
(\$30.00 fee is required)

Property Address: 14318 + 14320 Red Feather Trail

Legal Description: Lots 346 + 347 of Apache Shores, #1 First Installment

A plat drawing with the easement highlighted must accompany this application.

Applicant Name: Jeb Barmish

Address: 1304 E. 7th 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) 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.

Heng W. Mauley
Signature _____ Date _____
Reviewer: 10.28.13

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. 7th St.
Address _____
Austin, TX 78702
City/State/Zip _____

SCALE 1"=40' Created on 8/20/13 at 4:05 pm

SKETCH TO ACCOMPANY METES AND BOUNDS

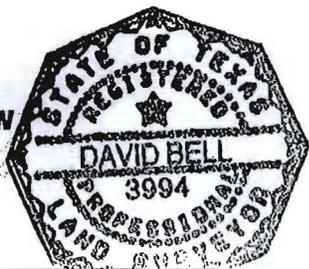
A COVE OF LAKE AUSTIN
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(N 03°59'E 195.75')
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⊗	SPINDLE FOUND
()	RECORD INFORMATION
B.L.	BUILDING LINE
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT

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DELTA= 10°19'
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C= 49.94'
 (C= 49.93')
CB= S 22°17'32" W
 (CB= S 22°14' W)

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)



Course	Bearing	Distance
L1	N 72°56'11" W	10.00'
L2	Rad: 287.67' Tan: 2.60' Chd: S 16°37'56" W	A: 5.00' CA: 0°59'45" 5.00'
L3	N 72°56'11" W	298.01'
L4	N 03°58'21" E	10.27'
L5	S 72°56'11" E	298.36'
L6	Rad: 287.67' Tan: 5.00' Chd: S 17°07'49" W	A: 10.00' CA: 1°59'31" 10.00'

APACHE SHORES
SECTION TWO
BOOK 48, PG. 58
LOT 848
LOT 845

APACHE SHORES
SECTION TWO
BOOK 48, PG. 58

LOT 847

(N 80°28'W 299.79')
N 80°28'16"W 299.62'

LOT 347

LOT 346

LOT 345

VACANT

VACANT

S 64°17'00"E 345.43'
(S 64°17'E 345.45')
BEARING BASIS

AREA OF EASEMENTS
TO BE RELEASED =
2971.52 SQUARE FEET

PLACE OF
BEGINNING

PLACE OF
COMMENCEMENT

RED FEATHER TRAIL (50' R.O.W.)

10' U.E. PER PLAT
BK., 43 PG. 29 &
10' D.E. AND U.E. PER
VOL. 2554 PG. 200

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SURVEYING COMPANY, L.P.

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
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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



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 11th day of NOVEMBER, 2013

SOUTHWESTERN BELL TELEPHONE COMPANY

Name: DAVID A. WILLIAMS

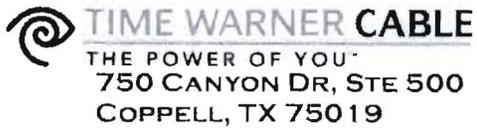
Title: Lead OSP PLNG & ENGNG DESIGN

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 11th 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. Please share this information with whoever needs these services.

Sincerely,

Lisa N. Law



TRANSPORTATION AND NATURAL RESOURCES

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

AFFIDAVIT OF POSTING

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

A Public Notice of Vacation sign for two five foot wide public utility easements was posted on December 17, 2013, along the westerly ROW line of Red Feather Trail at the common lot line of Lots 346 and 347 of Apache Shores, First Installment at a point as near as practical to the area being vacated, and was also posted at the Travis County Courthouse.

CERTIFIED THIS THE 18 DAY OF December, 2013.

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

cc: Garcia (sign shop)



NOTICE OF PUBLIC HEARING

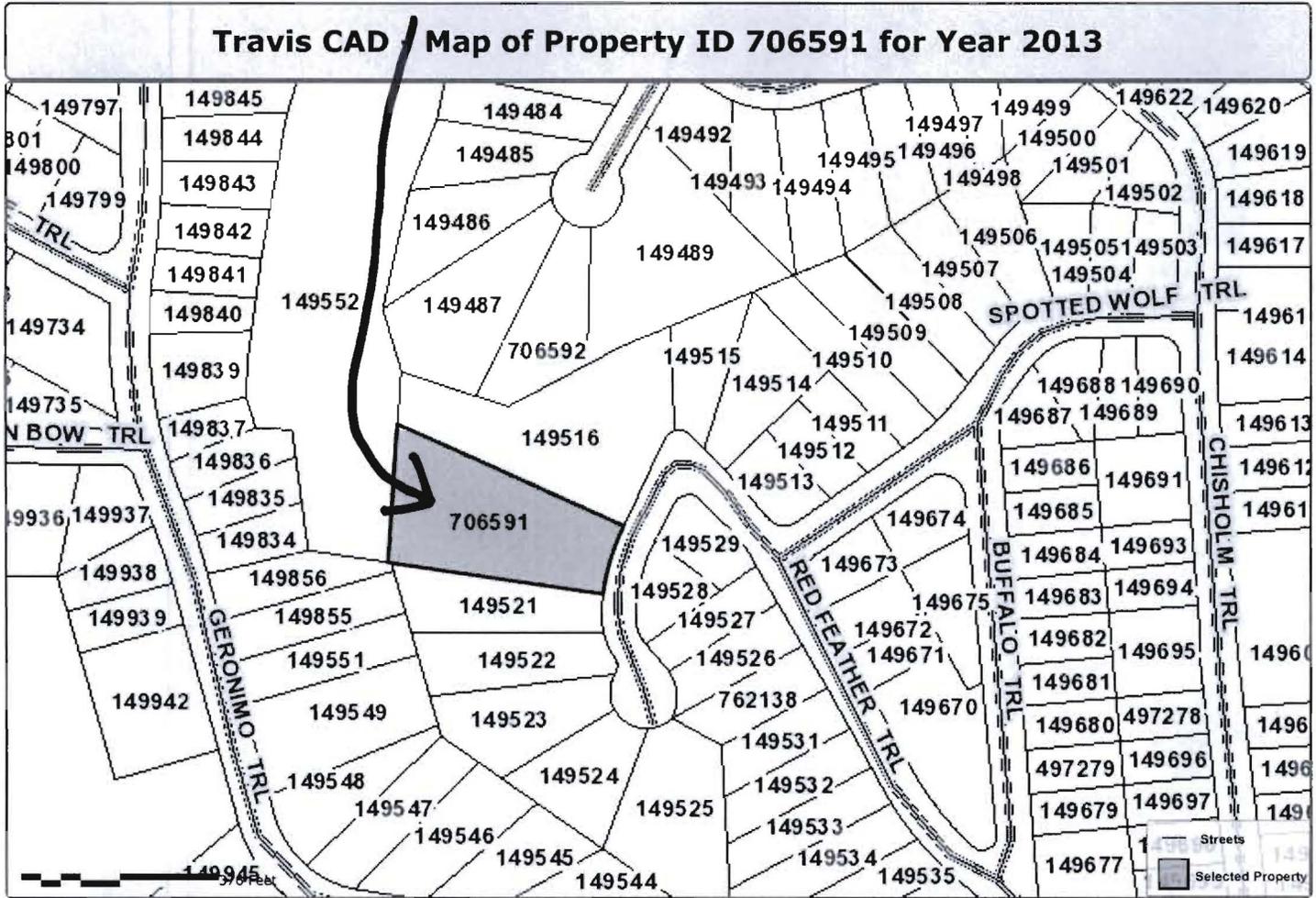
**JANUARY 14, 2014, AT 9:00 AM
PUBLIC UTILITY EASEMENT VACATION**

**TO APPROVE THE VACATION OF TWO FIVE
FOOT WIDE PUBLIC UTILITY EASEMENTS
LOCATED ALONG THE COMMON LOT LINE
OF LOTS 346 AND 347 OF APACHE
SHORES, FIRST INSTALLMENT—
A SUBDIVISION IN PRECINCT THREE**

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

FOR MORE INFORMATION CALL 854-9383

Site



Property Details

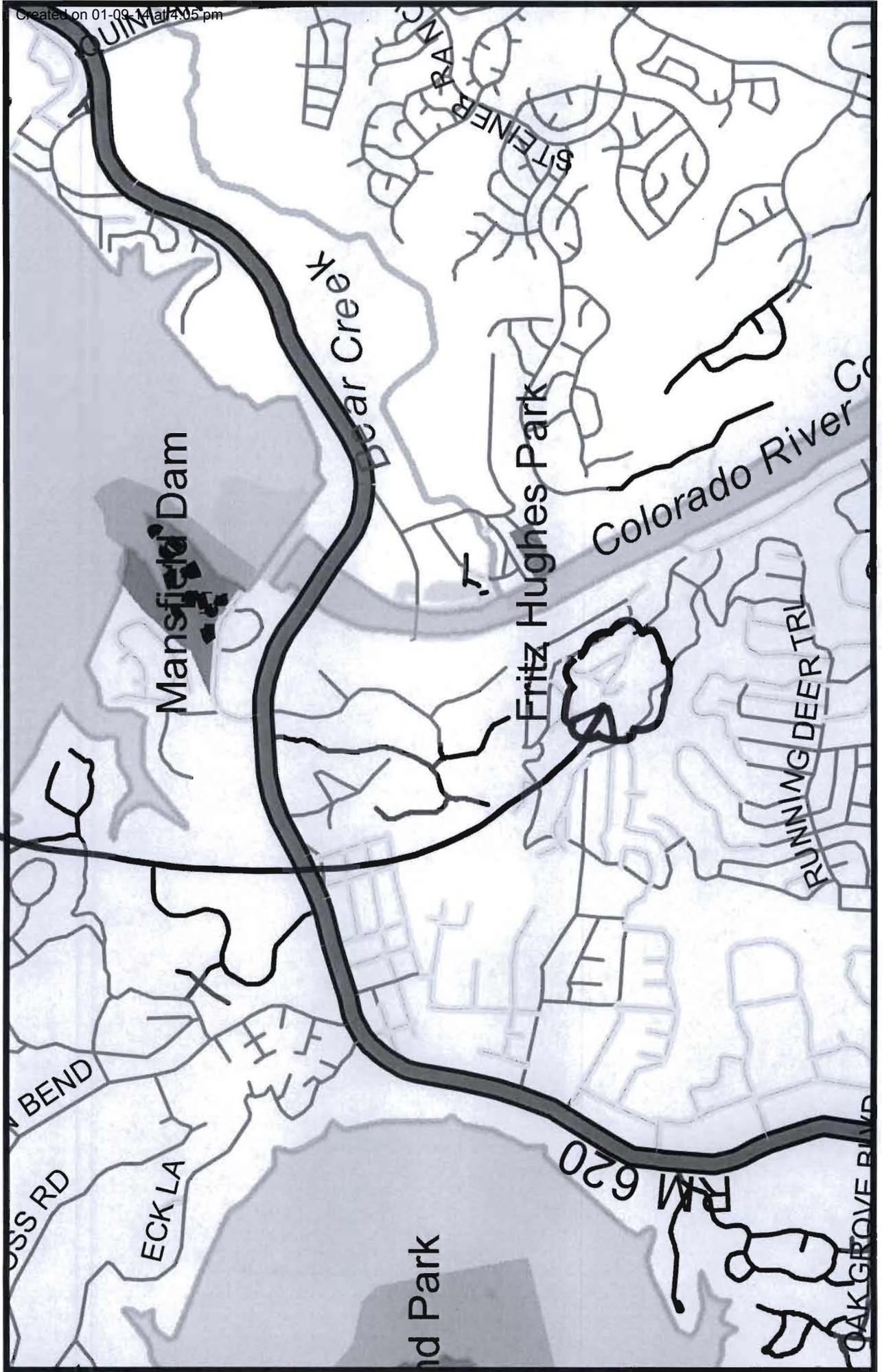
Account	Property ID: 706591 Geo ID: 0147550179 Type: Real Legal Description: LOT 346&347 APACHE SHORES FIRST INSTALLMENT
Location	Situs Address: RED FEATHER TRL TX 78734 Neighborhood: APACHE SHORES(Obsolete-MERGED INTO R4120) Mapsc0: 490R Jurisdictions: 0A, 03, 07, 2J, 52
Owner	Owner Name: DECKER JAY & 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>

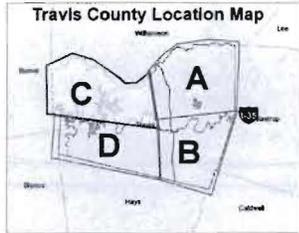
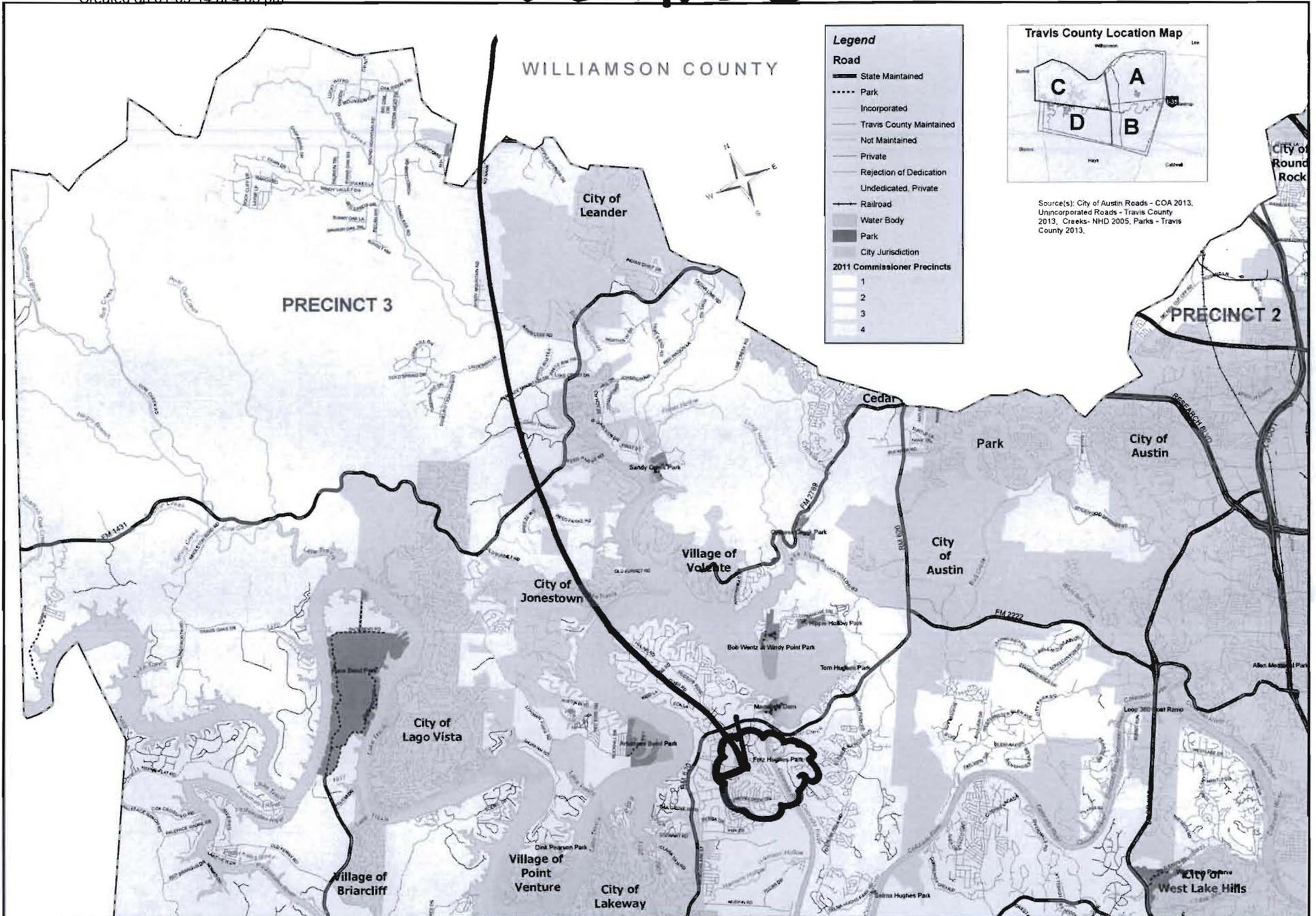


Map Disclaimer: This tax map was compiled solely for the use of TCAD. Areas depicted by these digital products are approximate, and are not necessarily accurate to mapping, surveying or engineering standards. Conclusions drawn from this information are the responsibility of the user. The TCAD makes no 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



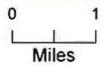
Site Area



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: ~~August 20, 2013~~ January 14, 2014

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

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

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

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

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

BACKGROUND/SUMMARY OF REQUEST:

A Commissioners Court hearing for this rejection of dedication and abandonment of public streets request was originally held on May 22, 2012. Action was not taken at that time. The Court requested that the applicant meet with neighboring property owners who showed concern and/or opposition during the hearing. An additional public hearing was held on July 30, 2013. Neighboring property owners again voiced their concerns and opinions (for and against) the privatization. However, the Court postponed taking action on the item until a later date.

STAFF RECOMMENDATIONS:

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

ISSUES AND OPPORTUNITIES:

Since the hearing of May 22, 2012, additional meetings were held between the developer and the concerned neighboring property owners. It is staff's understanding that the meetings were inconclusive. The responses/opinions have been mixed.

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

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

ATTACHMENTS/EXHIBITS:

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

REQUIRED AUTHORIZATIONS:

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

CC:

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

SM:AB:ps

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

LAW OFFICE OF TERRENCE L. IRION

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

Terrence L. Irion

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

June 6, 2013

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

Mr. Paul Scoggins
Engineer Specialist
Travis County TNR
P.O. Box 1748
700 Lavaca Street, 5th Floor
Austin, Texas 78701

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

Dear Paul:

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

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

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

Sincerely,



Terrence L. Irion

TLI:lm

Cc: Keith Schoenfelt
Steve Turnquist



TRANSPORTATION AND NATURAL RESOURCES

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

AFFIDAVIT OF POSTING

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

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

CERTIFIED THIS THE 9 DAY OF July, 2013.

SIGNATURE: Jaime Garcia

NAME (PRINT): Jaime Garcia

TITLE: TNR/R&B Supervisor

cc: Garcia (sign shop)





NOTICE OF PUBLIC HEARING

JULY 30, 2013, AT 9:00 AM

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

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

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



**NOTICE OF
PUBLIC HEARING**

APRIL 30, 2013, AT 9:00 AM
RIGHT OF WAY EASEMENT PUBLIC
TO PRIVATE STREETS

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

A HEARING WILL BE HELD AT
THE TRAVIS COLLEGE
COMMISSIONERS COURTROOM
700 LAVACA ST. AUSTIN, TEXAS
FOR MORE INFORMATION CALL 654-9283



NOTICE OF PUBLIC HEARING

JULY 30, 2013, AT 9:00 AM

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

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

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



**NOTICE OF
PUBLIC HEARING**

JULY 30, 2013, AT 9:00 AM
RIGHT OF WAY EASEMENT PUBLIC
TO PRIVATE STREETS

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

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

NOTICE OF PUBLIC HEARING

JULY 30, 2014 AT 9:00 AM
RIGHT OF WAY REASSESSMENT PUBLIC
TO PRIVATE STREETS

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

A HEARING WILL BE HELD AT
THE TRAVIS COUNTY
COMMISSION COURTROOM
1001 AVACA AUSTIN, TEXAS

FOR MORE INFORMATION CALL 854-9993



Travis County Commissioners Court Agenda Request ²⁴

Meeting Date: May 22, 2012

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

Division Director/Manager: Anna Bowlin, Division Director of Development Services ^{AB}

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

Sponsoring Court Member: Commissioner Huber, Precinct Three

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

BACKGROUND/SUMMARY OF REQUEST:

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

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

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

STAFF RECOMMENDATIONS:

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

ISSUES AND OPPORTUNITIES:

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

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

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

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A.

ATTACHMENTS/EXHIBITS:

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

REQUIRED AUTHORIZATIONS:

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

CC:

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

1101 - Development Services - Overlook Estates Phase 1

1105 - Subdivision - Overlook Estates Phase 1

LAW OFFICE OF TERRENCE L. IRION
1250 S. Capital of Texas Highway
3 Cielo Center, Suite 601
Austin, Texas 78746

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

March 27, 2012

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

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

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

Dear Ms. Vasterling:

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

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

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

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

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

Mr. Vasterling
March 27, 2012
Page 2

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

Respectfully submitted,



Terrence L. Irion

TLI:lm
Enclosure(s)
Cc: Ric Thompson
Keith Schoenfelt
Michele Turnquist

Overlook Meeting

<u>Name</u>	<u>Phone</u>	<u>Email</u>	<u>Address</u>
Cliff A. Powers		Austin.cliff@swc.gov	10712 Thomaswood
Glenn Rinkenberger		Kyakpirate@yahoo.com	7306 Lenape
Leona Rice			12301 ^{Rising} Smoke LP
Ann Myers		practicing@excite.com	10203 Thomaswood
Lois Rice		lricerend@earthlink.net	10210 Thomaswood
Grace Gottschalk			
Earl W. Gottschalk		ewg@railroad@yahoo.com	10204 Thomaswood
JOE CALOVIC 288-0287		J.CALOVIC@SIXGLOBAL.NET	10201 THOMASWOOD
DANN ELIZABETH VARGAS (512) 288-5371			10402 Thomaswood
Ronald Whitehead 288-9280		ELIZVARGAS@SIXGLOBAL.NET	6300 g.c.s.m.net
Ronald Whitehead 288-9280			7309 Lenape Tr
Lehman Clark			Thomaswood
Manan Kyles			"
Leonard & Melissa Voeltinger		voeltinger@aol.com	10102 Lenape Tr
* Gaynelle Hirsch	415-5719	g_hirsch@at.net	7310 Lenape Tr
* Rip Hirsch	633-6814	rip.hirsch@hotmail.com	"
Daniel Balboa	899-2757		10203 Rising Smoke LP
* Kristen Anderson	769-6785	kristenanderson@swbell.net	
* Max Brown	775-5725	kristenanderson@swbell.net	10205 RAISING SMOKE
Tonya Bills	775-5472	TBills617@yahoo.com	

10412 RAINBOW TRAIL

OK WITH PRIVATE - NO CUT THRU
NOT A THRU STREET - THOMASWOOD
DON'T WANT STREET LEGALS

895-8127
Glenn Rinkenberger

I DO SUPPORT MOVING LENAPE A PRIVATE STREET
FOR OVERLOOK AS LONG AS YOU MAKE A PUBLIC ACCESSABLE
WALKTHROUGH PATH WHEN YOU PUT UP A GATE FOR PHASE 2



NOTICE
PLEASE DO NOT TOUCH THE WALL OR CEILING
DANGER OF FALLING OBJECTS

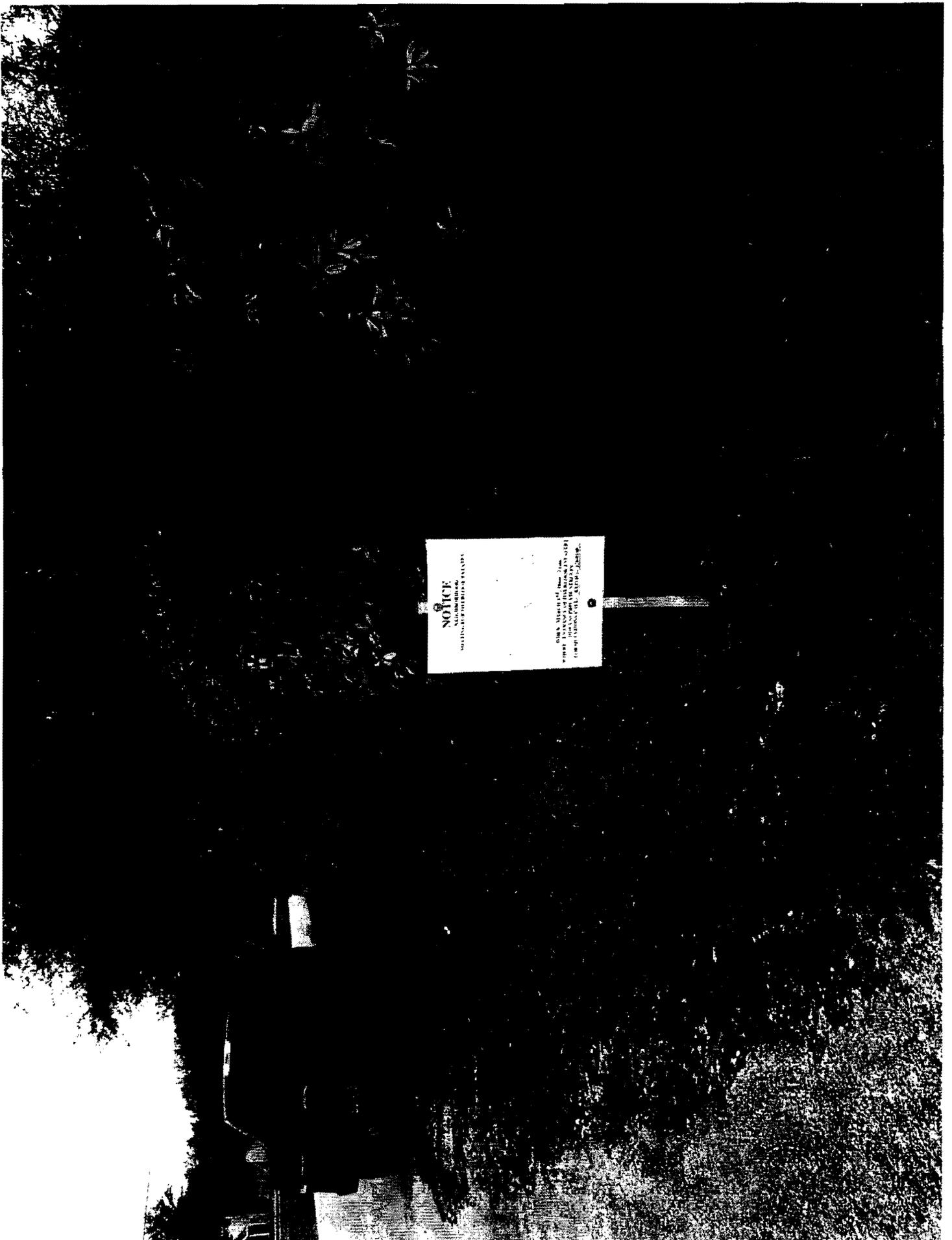


Darla Vasterling

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

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

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



NOTICE
OF THE
SCHEDULED
WORK

Work is scheduled to be done on
the driveway of the property at
1000 10th St. N. W. on 01/09/14.



LAW OFFICE OF TERRENCE L. IRION

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

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

December 21, 2011

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

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

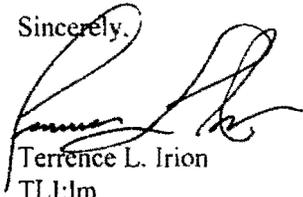
Re: The Overlook Estates Phase I

Dear Ms. Vasterling:

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

Thank you for your attention to this matter.

Sincerely,



Terrence L. Irion

TLL:lm

Cc: Keith Schoenfelt
Ric Thompson

LAW OFFICE OF TERRENCE L. IRION

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

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

December 21, 2011

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

Dear Ms. Baker:

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

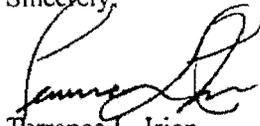
A subsequent phase will eventually build Linape Trail to the street stub-out at The Ridge at Thomas Springs, but no time table has yet been set for this subsequent construction.

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

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

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

Sincerely,



Terrence L. Irion

TLI:lm

Cc: Keith Schoenfelt



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

December 15, 2011

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

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

Dear Mr. Manilla,

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

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

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

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

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

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

Sincerely,
THOMPSON LAND ENGINEERING, LLC

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

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

Vol. 86 Page 153a

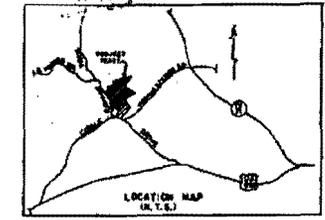
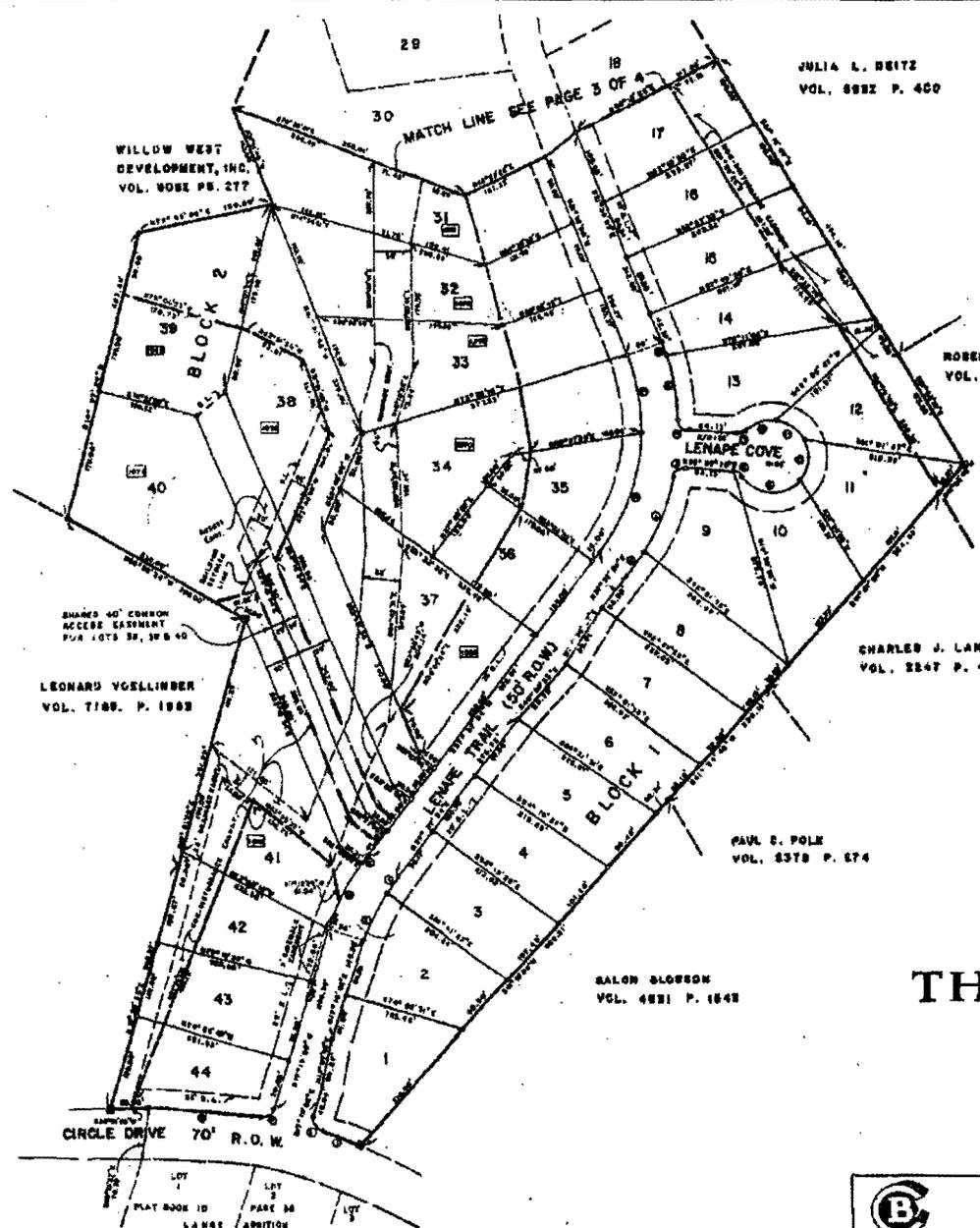
SCALE: 1" = 100'

LEGEND

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

LOT AREAS

LOT	ACRES	AREA
1	1	3.514 Ac.
2	1	4.713 Ac.
3	1	6.400 Ac.
4	1	6.400 Ac.
5	1	6.400 Ac.
6	1	6.562 Ac.
7	1	6.500 Ac.
8	1	6.801 Ac.
9	1	6.246 Ac.
10	1	6.318 Ac.
11	1	6.383 Ac.
12	1	6.506 Ac.
13	1	6.800 Ac.
14	1	6.579 Ac.
15	1	6.318 Ac.
16	1	6.581 Ac.
17	1	6.200 Ac.
18	1	6.100 Ac.
19	1	6.082 Ac.
20	1	6.183 Ac.
21	1	6.284 Ac.
22	1	6.385 Ac.
23	1	6.486 Ac.
24	1	6.587 Ac.
25	1	6.688 Ac.
26	1	6.789 Ac.
27	1	6.890 Ac.
28	1	6.991 Ac.
29	1	7.092 Ac.
30	1	7.193 Ac.
31	1	7.294 Ac.
32	1	7.395 Ac.
33	1	7.496 Ac.
34	1	7.597 Ac.
35	1	7.698 Ac.
36	1	7.799 Ac.
37	1	7.900 Ac.
38	1	8.001 Ac.
39	1	8.102 Ac.
40	1	8.203 Ac.
41	1	8.304 Ac.
42	1	8.405 Ac.
43	1	8.506 Ac.
44	1	8.607 Ac.
45	1	8.708 Ac.
46	1	8.809 Ac.
47	1	8.910 Ac.
48	1	9.011 Ac.



CURVE DATA

CURVE NO.	RADIUS	ARC	CHORD	CHORD BEARING
1	722.18'	59.00'	56.98'	N 70° 35' 36" W
2	19.00'	23.62'	21.25'	N 81° 41' 30" E
3	179.00'	72.50'	74.78'	N 84° 51' 49" E
4	773.00'	75.00'	74.00'	S 89° 51' 30" E
5	522.00'	41.38'	41.11'	N 27° 53' 53" E
6	183.00'	107.98'	107.48'	N 30° 21' 02" E
7	11.00'	21.78'	18.89'	N 52° 45' 24" E
8	13.00'	13.83'	13.16'	N 59° 36' 41" E
9	36.00'	90.79'	74.88'	N 69° 27' 18" E
10	40.00'	81.84'	37.61'	N 77° 14' 04" E
11	50.00'	68.64'	48.33'	N 54° 43' 19" E
12	30.00'	45.40'	43.81'	N 68° 21' 06" E
13	39.80'	33.43'	12.18'	N 69° 52' 06" E
14	11.00'	21.79'	19.81'	N 43° 58' 19" E
15	243.00'	88.95'	88.81'	N 10° 13' 07" E
16	343.00'	70.08'	38.00'	N 89° 48' 24" E
17	373.00'	105.43'	109.09'	N 10° 21' 48" E
18	273.00'	178.38'	172.49'	N 19° 01' 49" E
19	773.00'	64.23'	14.32'	N 34° 32' 39" E
20	913.00'	103.00'	100.66'	N 28° 15' 13" E
21	13.00'	21.79'	19.80'	N 28° 51' 38" E
22	721.31'	194.07'	155.76'	N 65° 47' 52" E

THE OVERLOOK ESTATES PHASE 1

PAGE 2 OF 4

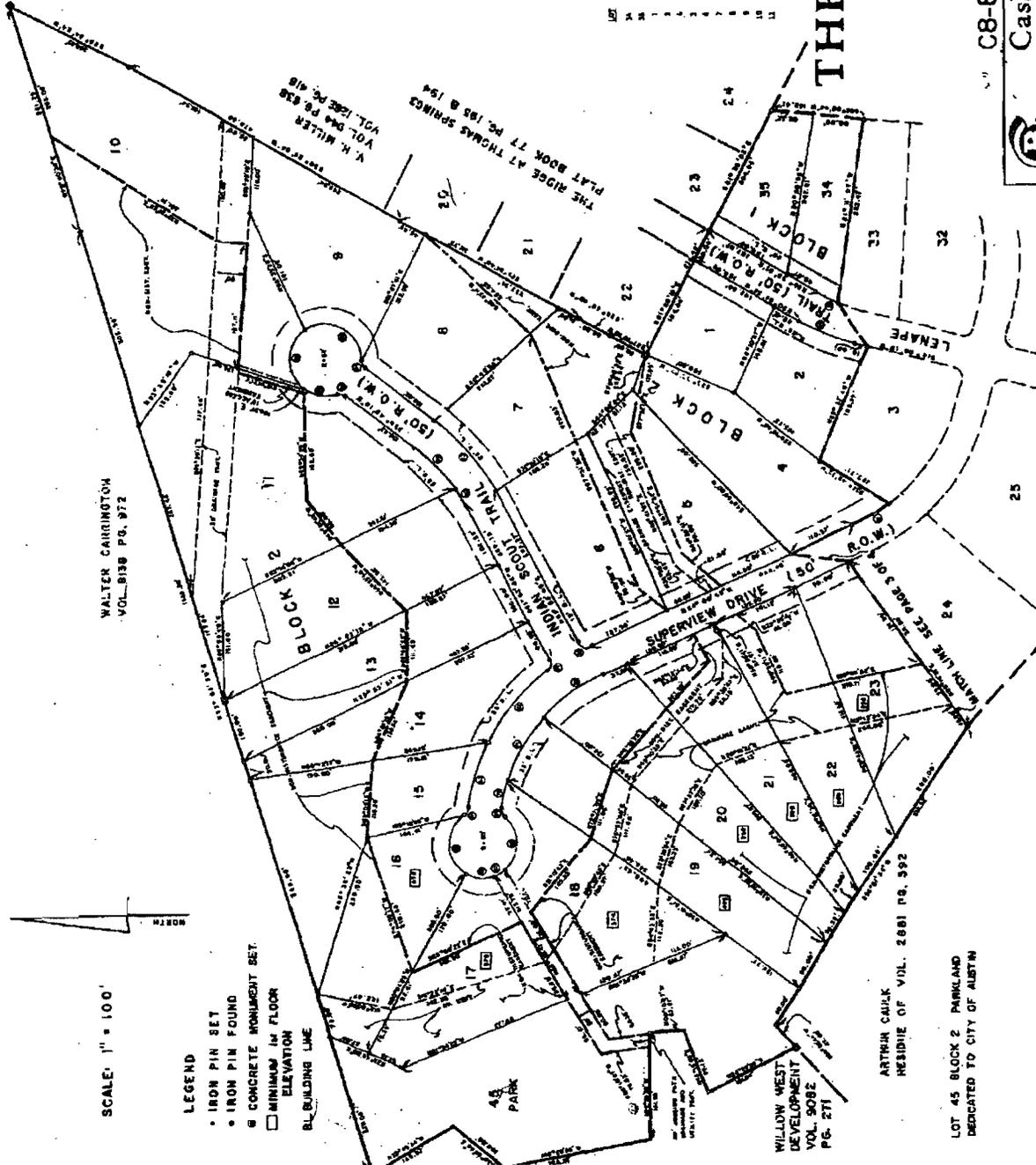
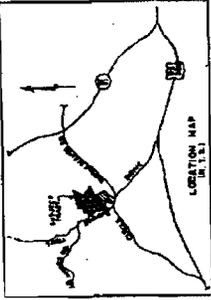
C8-85-110.1(86)

Cash & Boden, Inc.

274 South Lincoln
P. O. Box 882, Houston, TX 77002
(409) 541-1267

3522 S. Loop East, Suite L-151
P. O. Box 100990, Houston, TX 77210
(281) 411-0010

Vol. 86 153c
 CASH & BODEN, INC. ENGINEERS, ARCHITECTS, SURVEYORS, P.L.L.C.



WALTER CARRINGTON
 VOL. 8138 PG. 972

VOL. 044 PG. 638
 N. H. MILLER

THE RIDGE AT THOMAS SPRINGS
 PLAT BOOK 77 PG. 185 & 184

WILLOW WEST
 DEVELOPMENT
 VOL. 9082
 PG. 271

ARTHUR CAULK
 RESIDUE OF VOL. 2881 PG. 392

LOT 45 BLOCK 2 PARKLAND
 DEDICATED TO CITY OF AUSTIN

SCALE: 1" = 100'

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

AREA	ACRES	AREA	ACRES	AREA	ACRES
1	1.000	1	1.000	1	1.000
2	1.000	2	1.000	2	1.000
3	1.000	3	1.000	3	1.000
4	1.000	4	1.000	4	1.000
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98	1.000	98	1.000	98	1.000
99	1.000	99	1.000	99	1.000
100	1.000	100	1.000	100	1.000

THE OVERLOOK ESTATES PHASE 1

PAGE 4 of 4

C8-85-110.(186)



Cash & Boden, Inc.
 1100 N. LAMAR STREET, SUITE 1000
 AUSTIN, TEXAS 78701
 TEL: 512.476.1100 FAX: 512.476.1101



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

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

Item #6 & #7

An application is being made to Travis County for the Conversion from Public Streets to Private Streets in Overlook Estates Phase I subdivision and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

We do not approve the change from Public Street Easements to Private Street Easements as described in the accompanying document.

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

[Signature]
Signature

BENNY KAGANES
Printed Name

DISTRICT ENGINEERING SERVICE
Title

PEC
Utility Company or District

3/18/11
Date

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

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

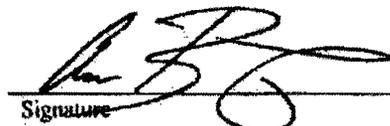
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Signature

AARON BERRY

Printed Name

DESIGN SUPERVISOR

Title

TIME WARNER CABLE, INC

Utility Company or District

3/24/2011

Date

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

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

Item #6 & #7

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Angela Bazz
Signature

ANGELA BAZZ
Printed Name

Project Coordinator
Title

Austin Water Utility
Utility Company or District

December 6, 2011
Date

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

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

Item #6 & #7

An application is being made to Travis County for the Conversion from Public Streets to Private Streets in Overlook Estates Phase I subdivision and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

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Joe R. Almazan
Signature

JOE R. ALMAZAN
Printed Name

DEVELOPMENT SERVICES PROCESS
Title COORDINATOR

CITY OF AUSTIN
Utility Company or District

12/21/2011
Date

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. CHESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1246
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4849

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

Item #6 & #7

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STATEMENT

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

[Signature] 09/10/11
Signature

Michael Lacey
Printed Name

District Chief/Fire Marshal
Title

Travis County ESD #3
Utility Company or District

3/23/2011
Date

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GISELMAN, EXECUTIVE MANAGER

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

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

Item #6 & #7

An application is being made to Travis County for the Conversion from Public Streets to Private Streets in Overlook Estates Phase I subdivision and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

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Signature

KRIS HAFEZIZADEH

Printed Name

DIRECTOR OF TRANSPORTATION

Title

AUSCIN ISD

Utility Company or District

12/15/11

Date

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

- (5) any wellands, as defined by federal or state law or regulation, affecting the Property; or
- (6) any threatened or endangered species or their habitat affecting the Property.
- 8. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements
- 9. **CLOSING:**
 - A. The closing of the sale will be on or before 1/26/2012 ~~1/26/2012~~, or within 7 days after objections made under Paragraph 6D have been cured or waived whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
 - B. At closing:
 - (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
 - (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
 - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy
 - (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default
 - (5) If the Property is subject to a lease, Seller shall (i) deliver to Buyer the lease(s) and the move-in condition form signed by the tenant, if any, and (ii) transfer security deposits (as defined under §92.102, Property Code), if any, to Buyer. In such an event, Buyer shall deliver to the tenant a signed statement acknowledging that the Buyer has received the security deposit and is responsible for the return of the security deposit, and specifying the exact dollar amount of the security deposit
- 10. **POSSESSION:** Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.
- 11. **SPECIAL PROVISIONS:** (Insert only factual statements and business details applicable to the sale. TREC rules prohibit licensees from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use)
See Addendum A and Exhibit A

Sellers are licensed real estate agents in the state of Texas

Buyer agrees to privatization of roads

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

- 12. **SETTLEMENT AND OTHER EXPENSES:**
 - A. The following expenses must be paid at or prior to closing:
 - (1) Expenses payable by Seller (Seller's Expenses):
 - (a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract
 - (b) Seller shall also pay an amount not to exceed \$ _____ to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.
 - (2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; adjusted origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with





NOTICE OF PUBLIC HEARING

**MAY 22, 2012 AT 9:00 AM
RIGHT of WAY EASEMENT VACATION
TO APPROVE THE CHANGE IN STATUS
FROM PUBLIC STREETS TO PRIVATE
STREETS, THE OVERLOOK ESTATES
SECTION ONE SUBDIVISION IN PRECINCT
THREE**

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

FOR MORE INFORMATION CALL 854-7564

**NOTICE OF
PUBLIC HEARING**

MAY 22, 2012 AT 9:00 AM

3641 N. AIR ESCAPEMENT VALLEY LN

TO APPROVE THE CHANGE IN STATUS

FROM PUBLIC STREETS TO PRIVATE

STREETS THE OVERLOOK ESTATES

SECTION ONE SUBDIVISION 4 PRESENT

THREE

AT THE TRAVIS COUNTY

COMMISSIONERS COURTROOM

104 WEST 10TH STREET

FIRST FLOOR, AUSTIN

FOR MORE INFORMATION CALL 512-756-7504



NOTICE OF PUBLIC HEARING

MAY 22, 2012 AT 9:00 AM

RIGHT OF WAY EASEMENT VACATION

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

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

FOR MORE INFORMATION CALL 854-7564

CODE: 4115



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

RECEIVED
APR 18 2012
TNR

411 West 13th Street
Executive Office Building
P.O. Box 1748
Austin, Texas 78767
tel 512-854-9383
fax 512-854-4649

AFFIDAVIT OF POSTING

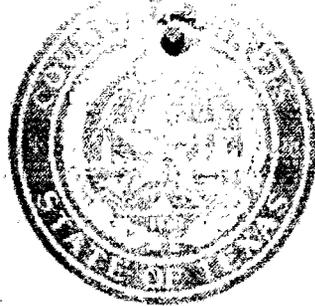
TO: County Judge
County Commissioners
Travis County, Texas

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

CERTIFIED THIS THE 24 DAY OF April, 2012.

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

cc: Garcia (sign shop)



NOTICE OF PUBLIC HEARING

MAY 22, 2012, AT 9:00 AM

RIGHT OF WAY EASEMENT VACATION

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

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

FOR MORE INFORMATION CALL 854-7564



CODE: 4115

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

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

AFFIDAVIT OF POSTING

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

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

CERTIFIED THIS THE 7 DAY OF May, 2012.

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

cc: Garcia (sign shop)

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

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

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

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

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

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

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

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

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

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

ORDER – Overlook Estates Phase 1

Page 2

NOW, THEREFORE, THE COURT FINDS AND ORDERS THAT:

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

ORDERED by unanimous vote on _____, 2013.

Samuel T. Biscoe
Travis County Judge

Ron Davis
Commissioner, Precinct 1

Bruce Todd
Commissioner, Precinct 2

Gerald Daugherty
Commissioner, Precinct 3

Margaret Gomez
Commissioner, Precinct 4



Travis County Commissioners Court Agenda Request

Meeting Date: January 14, 2014

Prepared By: Michael Hettenhausen, Planner

Phone #: (512) 854-7563

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

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

Sponsoring Court Member: Commissioner Davis, Precinct One

AGENDA LANGUAGE:

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

- A) A plat for recording: Sorento Phase One Final Plat (Long Form Final Plat - 102 total lots - Weiss Lane - City of Pflugerville ETJ); and
- B) A Travis County Subdivision Construction Agreement between Travis County and Sorento Holdings 2012, LLC.

BACKGROUND/SUMMARY OF REQUEST:

A) This final plat consists of 102 total lots (99 single family residential lots, 1 public parkland lot, 1 public parkland and drainage lot, and 1 private parkland and drainage lot) on 30.459 acres. There are 5,188 linear feet of public streets proposed with this final plat. Water and wastewater service will be provided by the City of Pflugerville. Parkland fees in lieu of dedication have been satisfied through a development agreement with the City of Pflugerville.

The applicant is currently utilizing Travis County Alternative Fiscal Agreement and the plat is being held in abeyance until the remaining fiscal has been posted. The balance of the fiscal surety was recently posted with Travis County, and the plat may be approved and recorded.

B) The applicant, Sorento Holdings 2012, LLC, wishes to enter into a Standard Subdivision Construction Agreement with Travis County.

STAFF RECOMMENDATIONS:

As the Commissioners Court approved the utilization of the county's alternative fiscal agreement on July 30, 2013, and the final plat has been approved by the City of Pflugerville, staff recommends approval of the final plat and the subdivision construction agreement.

ISSUES AND OPPORTUNITIES:

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

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

EXHIBITS/ATTACHMENTS:

- Location map
- Precinct map
- Proposed final plat
- Subdivision Construction Agreements

REQUIRED AUTHORIZATIONS:

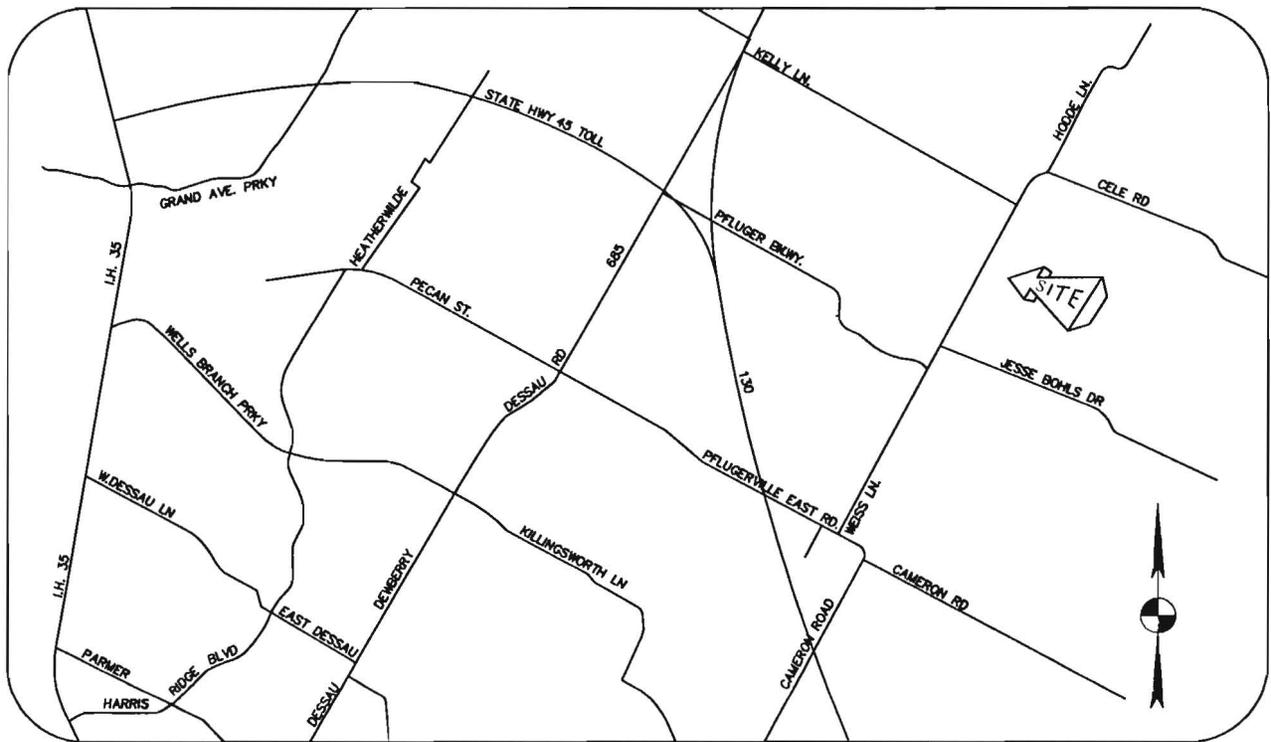
Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429

CC:

SM:AB:mh

1101 - Development Services Long Range Planning- Sorento Phase One Final Plat

PFLUGERVILLE



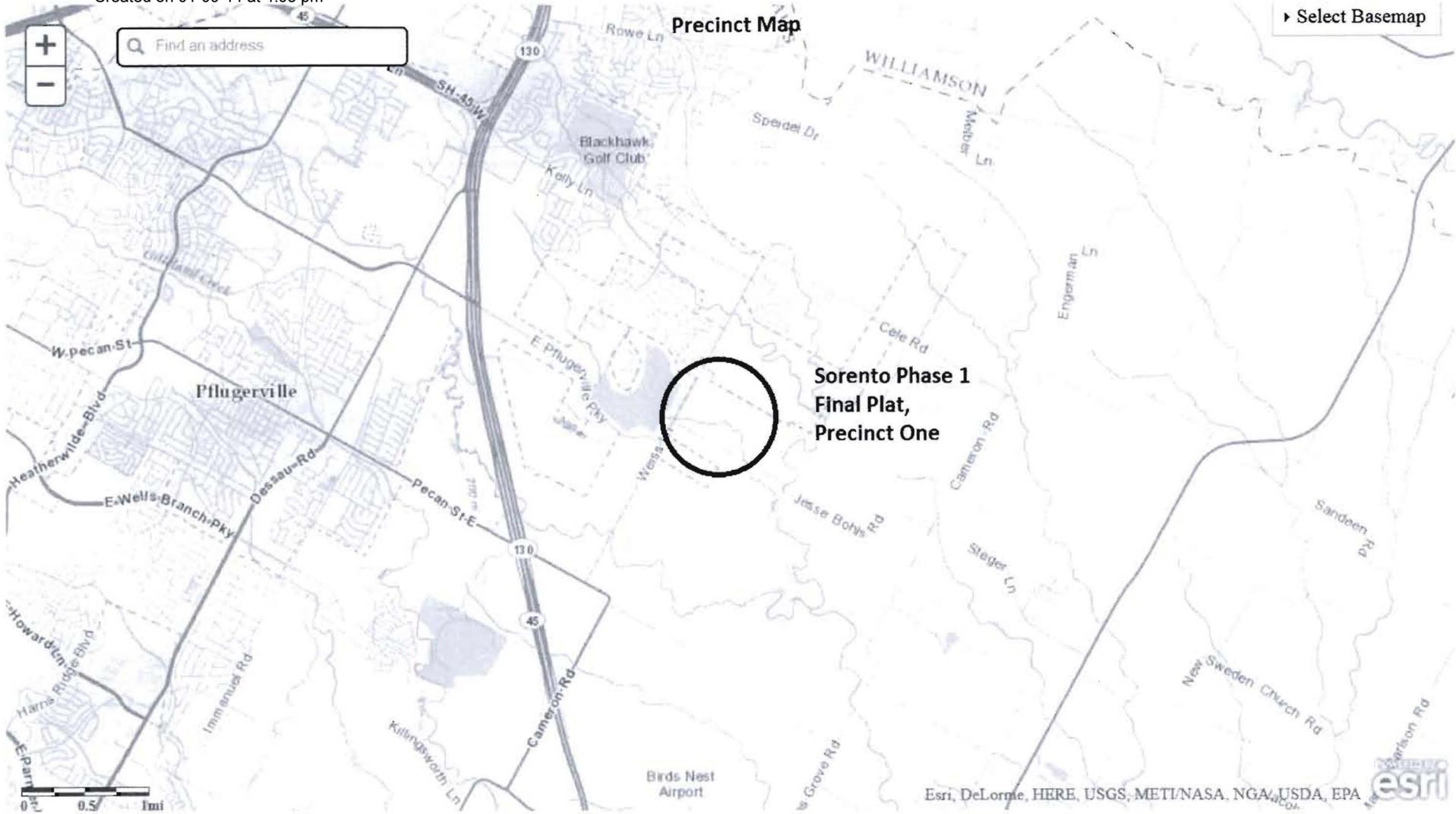
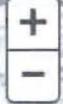
VICINITY MAP

NOT TO SCALE

Precinct Map

Select Basemap

Find an address



**Sorento Phase 1
Final Plat,
Precinct One**



EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

This Agreement is made and entered into by and between Sorento Holdings 2012 LLC, (the "Subdivider") and Travis County, Texas, (the "County"), hereinafter collectively referred to as the "Parties".

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

WHEREAS, the Subdivider desires to subdivide the Property, pursuant to the proposed final plat of "Sorento Phase 1" (the "Subdivision"); and

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

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

NOW, THEREFORE, the Parties agree as follows:

I. Subdivider's Obligations

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

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

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

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

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

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

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

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

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

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

II. County's Obligations

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

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

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

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

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

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

F. Use of Proceeds.

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

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

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

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

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

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

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

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

III. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

Subdivider: Sorento Holdings 2012, LLC
4910 Campus Drive
Newport Beach, California 92660

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

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

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

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

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

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

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

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

TRAVIS COUNTY, TEXAS

SUBDIVIDER:
Sorento Holdings 2012, LLC

County Judge

Date:


By:
Name: THOMAS J. RIELBY
Title: PRESIDENT
Authorized Representative
Date: 12/31/13

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

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

see attached

Signature of Notary

After Recording Return to:

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

CALIFORNIA JURAT WITH AFFIANT STATEMENT

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

1
2
3
4
5
6

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of ORANGE

Subscribed and sworn to (or affirmed) before me on this

31ST day of DECEMBER, 2013, by

Date Month Year

(1) THOMAS W. RIENY

Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,)

(and

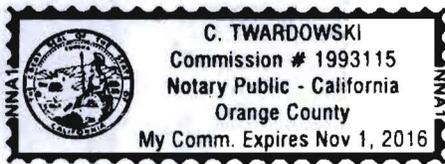
(2) N/A

Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature C. Twardowski

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

Document Date: NONE Number of Pages: 9

Signer(s) Other Than Named Above: NONE

RIGHT THUMBPRINT OF SIGNER #1

Top of thumb here

RIGHT THUMBPRINT OF SIGNER #2

Top of thumb here

EXHIBIT A: METES AND BOUNDS DESCRIPTION OF PROPERTY



LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

FIELD NOTES

FOR

A 29.103 acre, or 1,267,705 square feet more or less, tract of land, out of a called 119.023 acre tract recorded in Document No. 2012164042, of the Official Public Records of Travis County, Texas, out of the John C. Bray, Survey No. 10, Abstract 73, in the City of Pflugerville, Travis, County, Texas. Said 29.103 acre tract being more fully described as follows, with the bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the Central Zone:

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

THENCE: S 67°15'22" E, departing the east right of way line of said Weiss Lane, along and with the north line of said called 119.023 acre tract and the south line of said right-of-way dedication, at a distance of 530.02 feet passing the intersection of the south line of said right-of-way dedication and the south line of Lot 4 of said Final Plat of Pflugerville Industrial Park, continuing along and with the north line of said called 119.023 acre tract and the south line of said Lot 4, at a distance of 1045.43 feet passing the southeast corner of said Lot 4 and the southwest corner of a called 158.1 acre tract recorded in Volume 11080, Page 27 of the Official Public Records of Travis County, Texas, continuing along and with the north line of said called 119.023 acre tract and the south line of said called 158.1 acre tract for a total distance of 1982.83 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

THENCE: Departing the south line of said called 158.1 acre tract, over and across said called 119.023 acre tract, the following bearings and distances:

S 27°25'40" W, a distance of 337.50 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

S 62°34'20" E, a distance of 25.88 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

Southeasterly, along a non-tangent curve to the right, having a radial bearing of S 32°24'58" W, a radius of 500.00 feet, a central angle of 04°59'18", a chord bearing and distance of S 60°04'41" E, 43.52 feet, an arc length of 43.53 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

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

29.103 Acres
Job No. 50703-51
Page 2 of 2

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

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

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

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

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

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

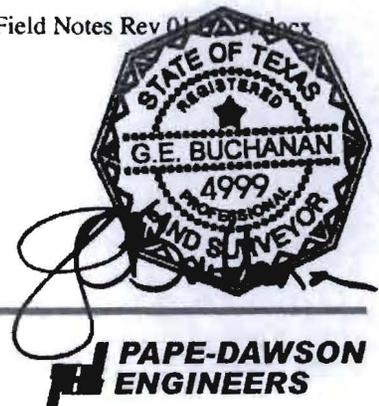
N 62°34'20" W, a distance of 343.00 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

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

N 62°33'35" W, a distance of 197.66 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" in the east right-of-way line of said Weiss Lane;

THENCE: N 27°09'33" E, along and with the west line of said called 119.023 acre tract and the east right of way line of said Weiss Lane, a distance of 467.14 feet to the POINT OF BEGINNING and containing 29.103 acres in the City of Pflugerville, Travis County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under Job No. 50703-51 by Pape Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: February 10, 2013
REVISED: January 2, 2014
JOB No.: 50703-50
DOC.ID.: H:\AUSTIN SURVEY\CIVIL\50703-51\WORD\Phase 1 Field Notes Rev 01/2013.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-00





Travis County Commissioners Court Agenda Request

Meeting Date: January 14, 2014

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

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

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

Sponsoring Court Member: Commissioner Davis, Precinct One

AGENDA LANGUAGE: Consider and take appropriate action on Shadowglen Phase 2 Sections 19A, 19B, and 20 Preliminary Plan (199 total lots, 196 single-family lots and 3 open-space and drainage lots) - 34.779 acres - City of Manor ETJ.

BACKGROUND/SUMMARY OF REQUEST:

The Shadowglen Phase 2 Sections 19A, 19B, and 20 Preliminary Plan consists of 199 total lots (196 single-family lots and 3 open-space and drainage lots) on 34.779 acres. The property fronts on Fallsprings Way, north of Shadowglen Trace. The application includes 5,958 linear feet of proposed public streets. Water and wastewater service will be provided by the Wilbarger Creek MUD No. 1. Parkland fees in lieu of parkland dedication will be satisfied with each final plat out of the Preliminary Plan.

STAFF RECOMMENDATIONS:

As this Preliminary Plan application meets all Travis County requirements and has been approved by the City of Manor, TNR recommends approval of the Preliminary Plan.

ISSUES AND OPPORTUNITIES:

TNR has not received any inquiries or registered any interested parties for this application.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

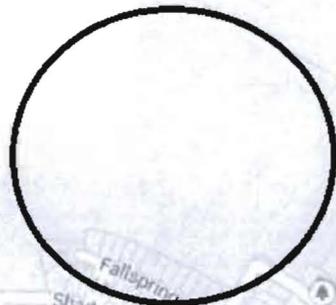
ATTACHMENTS/EXHIBITS:

Precinct map

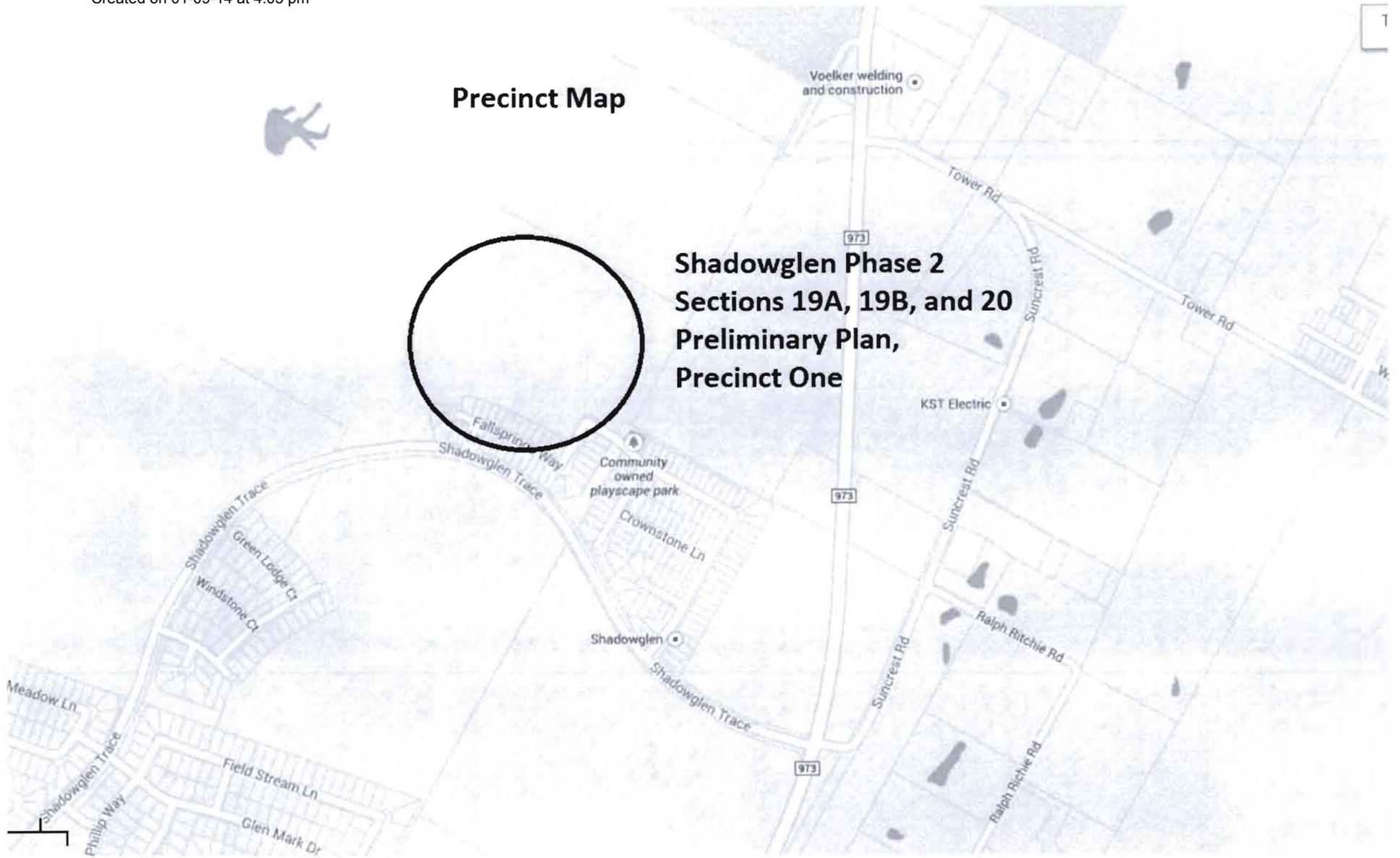
Location map

Proposed Revised Preliminary Plan

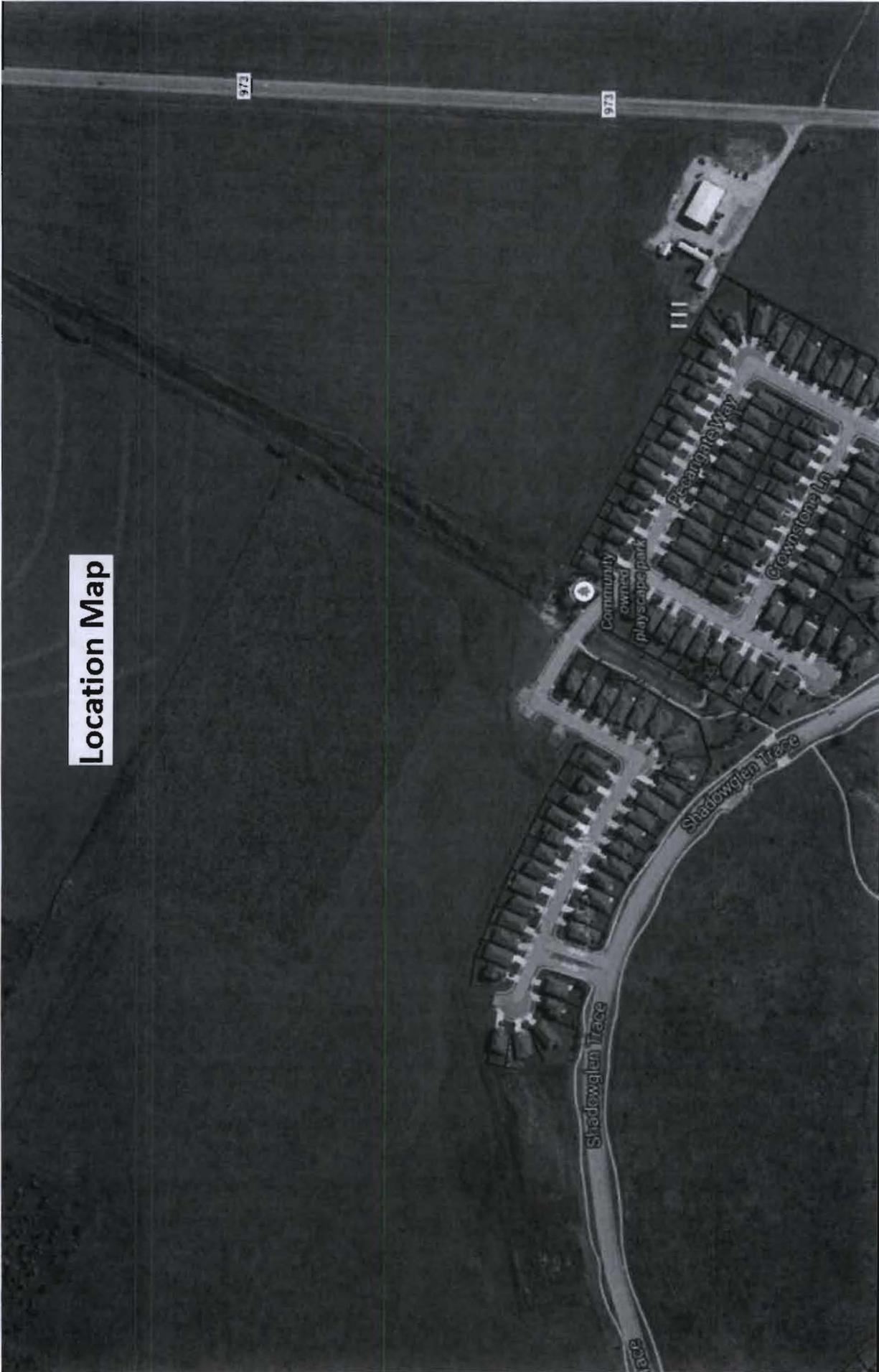
Precinct Map



**Shadowglen Phase 2
Sections 19A, 19B, and 20
Preliminary Plan,
Precinct One**



Location Map





Travis County Commissioners Court Agenda Request

Meeting Date: January 14, 2014

Prepared By: Michael Hettenhausen, Planner

Phone #: (512) 854-7563

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

A handwritten signature in blue ink, likely belonging to Steven M. Manilla.

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

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE:

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

- A) A variance to section 82.214 of the Travis County Subdivision Regulations; and
- B) A plat for recording: Agroland Subdivision Final Plat (Short Form Final Plat - 1 lot - SH 71 - no ETJ) .

BACKGROUND/SUMMARY OF REQUEST:

A) Section 82.214 Water Availability Special Requirements for Groundwater states water service to a subdivision may not be supplied by groundwater from an aquifer underlying Travis County, except the Trinity or Edwards aquifers. Subdivisions using groundwater from the Trinity or Edwards aquifers shall comply with this section. The applicant proposes to use an existing well, and has requested a variance to this section.

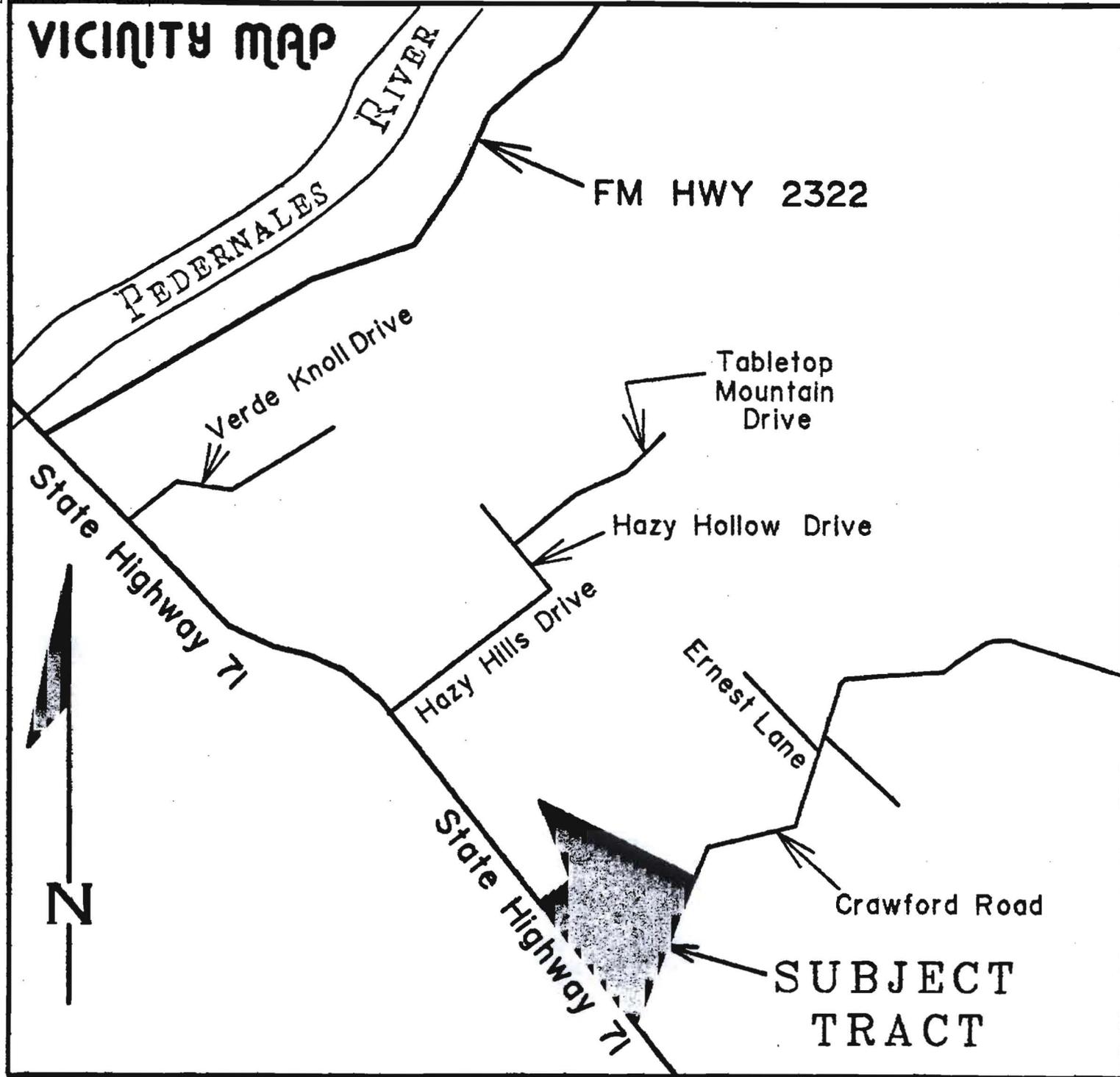
B) This final plat consists of 1 non-residential lot on 4.8 acres, with frontage on State Highway 71 and Crawford Road. There are no public or private streets proposed with this plat. Water services will be provided by an existing individual water well, and wastewater will be provided by an on-site wastewater system. Parkland dedication or fees in lieu of dedication are not required for this plat as the land use is proposed as non-residential. Fiscal surety is not required for this short form plat as no subdivision improvements are proposed.

STAFF RECOMMENDATIONS:

As the applicant has met all the requirements to approve the variance and cleared all plat comments, TNR recommends approval of the variance and the final plat.

ISSUES AND OPPORTUNITIES:

TNR has not been contacted by any interested parties via email, phone, or in person regarding this plat application.



Prossner and Associates, Inc.

Consulting Engineers

2601 Chitina Court
Cedar Park, Texas 78613
(512) 918-3343

November 20, 2013

Ms. Anna Bowlin
Travis County TNR
700 Lavaca Street
Austin, Texas 78701

Project: 21732 Hwy. 71 West – Agroland Plat well exemption

Ms. Bowlin,

Please accept this correspondence as a request for a variance to Section 82.214 of the Travis County Code for the above referenced tract of land. The tract has an existing well that has been servicing a single family dwelling for approximately 14 years which is going to be removed. The new Owner has plans under review for a proposed 8,800 s.f. retail sales building with parking and drives. The Owner is anticipating five (5) total employees for sales and maintenance of ATV's.

Because this tract will be a single use and has an existing well we do not feel the Owner should be burdened with having to justify the existing well for capacity as the previous land use was more demanding on the well than the proposed use. Under current design criteria the septic system design is typically based on 15 gallons per person per day for a retail sales use which would result in a total daily demand of approximately 75 gallons. Typical daily demand for a standard single family home would be approximately 350 gallons per day so there will a significant reduction in the proposed demand on the well.

The only way this Owner would be able to meet the requirements for well testing under the Code would be to drill another well on site strictly (at a cost of approximately \$ 15,000.00) for the purpose of being able to flow the existing well to show what effect the use would have on another well on the tract. We feel this is not only a waste of money for the Owner but a waste of water resources for the testing.

Should you have any questions on the request please contact our office.

Sincerely,



Kurt M. Prossner, P.E.
President



Cc: Mr. Eric Cromwell

file:21732 hwy 71/well variance letter.doc

AGROLAND SUBDIVISION

THE STATE OF TEXAS *
 THE COUNTY OF TRAVIS * KNOW ALL MEN BY THESE PRESENTS:
 THAT, Agroland Holdings, LLC, owner of (4.93 acres) of land out of the G.W. Scott Survey No. 50 Abstract No. 2569 and the Beaty and Moulton Adams Survey No. 37 Abstract No. 43 in Travis County, Texas, as conveyed to it by Warranty Deed recorded in Document No. 2013163798 of the Official Public Records of Travis County, Texas, do hereby subdivide said tract of land in accordance with Chapter 232 of the Local Government Code, and in accordance with the attached map or plat to be known as

AGROLAND SUBDIVISION

subject to any easements and/or restrictions heretofore granted and not released, and do hereby dedicate to the Public use of the streets and easements shown hereon.

WITNESS MY HAND, this the 16 day of Dec., 2013, A.D.


 Cesar Moran Agent for Agroland Holdings, LLC
 4610 Twinbrook Road
 Fairfax, Virginia 22032

THE STATE OF TEXAS
 THE COUNTY OF TRAVIS
 Before me, the undersigned authority, on this the 10 day of Dec., A.D., 2013, did personally appear Cesar Moran, known to me to be the person whose name is subscribed to the foregoing instrument of writing and he acknowledged before me that he executed the same for the purposes and considerations therein expressed.

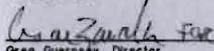
NOTARY PUBLIC
 Printed Name Samuel S. Alford
 Commission Expires 12/14/14



THE STATE OF TEXAS *
 THE COUNTY OF TRAVIS *
 I, Dana DeBeauvoir, Clerk of Travis County, Texas, do hereby certify that the foregoing Instrument of Writing and its Certificate of Authentication was filed for record in my office on the 10 day of Dec., 2013, A.D., at 9 o'clock M. and duly recorded on the 10 day of Dec., A.D., at 9 o'clock M. of said County and State in Document Number 2013163798 Official Public Records of Travis County.
 WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK OF SAID COUNTY this the 10 day of Dec., 2013, A.D.

DANA DEBEAUVOIR, COUNTY CLERK TRAVIS COUNTY, TEXAS
 Deputy

THIS SUBDIVISION IS LOCATED OUTSIDE OF THE CITY OF AUSTIN'S EXTRA-TERRITORIAL JURISDICTION.


 Greg Guernsey, Director
 Planning and Development Review Department

12-13-2013
 Date

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

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

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

THE STATE OF TEXAS *
 THE COUNTY OF TRAVIS * I, Dana Debeauvoir, Clerk of the County Court, of Travis County, Texas, do hereby certify that on the 10 day of Dec., A.D., 2013, the Commissioners' Court of Travis County, Texas, passed an order authorizing the filing for record of this plat and that said order was duly entered in the minutes of said Court.

WITNESS MY HAND AND SEAL OF OFFICE of the County Court of said County, this the 10 day of Dec., A.D., 2013.
 DANA DEBEAUVOIR, CLERK, COUNTY COURT TRAVIS COUNTY

Deputy

- GENERAL NOTES:
1. Travis County development permit required prior to any site development.
 2. Occupancy of any lot is prohibited until connection is made to an approved sewer system or approved private individual sewage disposal system.
 3. Occupancy of any lot is prohibited until water satisfactory for human consumption is available from a source in adequate and sufficient supply for the proposed development.
 4. Water supply will be provided by individual water wells.
 5. Wastewater service will be provided by individual on-site septic systems.
 6. All property herein is subject to the Lower Colorado River Authority's Highland Lakes Watershed Ordinance. Written notification and/or permits are required prior to commencing any development activities. Contact LCRA Watershed Management at 1-800-776-5272, extension 2324 for more information.

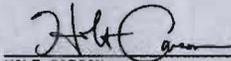
Travis County On-Site Wastewater Program Notes

1. No structure in this subdivision shall be occupied until connected to a public sewer system or a private on-site wastewater (septic) system that has been approved and licensed for operation by the Travis County On-Site Wastewater Program.
2. No construction may begin on any lot in this subdivision until plans for the private on-site sewage disposal system are approved by the Travis County On-Site Wastewater Program.
3. Development on each lot in this subdivision shall be in compliance with the minimum requirements of the Title 30 of the Texas Administrative Code Chapter 285 and Travis County Code Chapter 48 that are in effect of the time of construction.
4. These restrictions are enforceable by the Travis County On-Site Wastewater Program.
5. No structure in this subdivision shall be occupied until connected to a potable water supply from an approved water system or a private well.
6. No water well in this subdivision may be located within 150 feet of the subdivision boundary without the consent of the adjoining land owner(s).


 Stacey Schefel, D.R. No. 05001143
 Program Manager On-Site Wastewater Program
 Travis County TNR
 Date 12/11/13

SURVEYOR CERTIFICATION:

I, Holt Carson, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that this plat and subdivision is based upon an actual survey made on the ground, and is true and correct to the best of my knowledge.


 HOLT CARSON
 Registered Professional Land Surveyor No. 5166
 HOLT CARSON, Inc.
 1904 Fortview Road
 Austin, Texas 78704
 (512)-442-0990

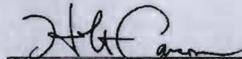
12-03-2013
 Date



FLOODPLAIN NOTE:

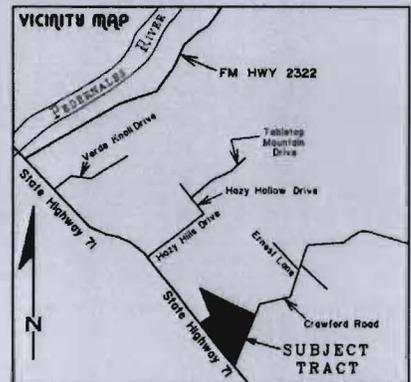
No portion of this tract is within the boundaries of the 100 Year Flood Plain according to the Federal Flood Insurance Administration FIRM Panel No. 48453C0380H, dated September 26, 2008.

As checked by:


 HOLT CARSON
 Registered Professional Land Surveyor No. 5166
 HOLT CARSON, Inc.



12-03-2013
 Date





Travis County Commissioners Court Agenda Request

Meeting Date: January 7, 2014

Prepared By: Adele Noel, Environmental Project Manager **Phone #:** (512) 854 7211

Division Director/Manager: Jon White/Tom Weber - NREQ

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

Sponsoring Court Member: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on the following requests:

- A) On the proposed Memorandum of Agreement (MOA) with the Texas Commission on Environmental Quality (TCEQ) for local enforcement of heavy-duty vehicle idling limitations;
- B) Resolution in support of the MOA; and
- C) Implementation Plan for the local enforcement of heavy-duty vehicle idling limitations.

BACKGROUND/SUMMARY OF REQUEST:

The purpose of this MOA is to renew the agreement between Travis County and TCEQ for implementing the locally enforced motor vehicle idling limitation. The state rules limit heavy-duty vehicles weighing more than 14,000 pounds from idling more than five minutes to reduce harmful air emissions. There are exceptions to these idling rules. The state rule, which provides local enforcement, is applicable only in areas where local governments have entered into an MOA with TCEQ, to assist in delegating the enforcement of the rule to the local government.

The initial MOA for implementing the state rule for locally enforced motor vehicle idling limitation was signed by Travis County on August 1, 2005 as part of the Early Action Compact Agreement. That MOA expired on December 31, 2007. A new MOA was signed on March 25, 2008 and expired on December 31, 2013. Continued enforcement of the heavy-duty idling rule is one air quality strategy that Travis County committed to as part of the Ozone Advance Plan. This proposed MOA expires on December 31, 2018.

STAFF RECOMMENDATIONS:

TNR recommends approval of the MOA.

ISSUES AND OPPORTUNITIES:

On October 22, 2013, Travis County Commissioners Court approved to participate in the Ozone Advance Plan which included a measure to limit idling from heavy-duty vehicles in order to improve air quality in Central Texas. By renewing this agreement between Travis County and TCEQ for implementing the locally enforced motor vehicle idling limitation, Travis County will be fulfilling its obligation.

Unnecessary idling wastes fuel, costs money, and increases air pollution. The TCEQ, and other states, have passed rules to limit unnecessary idling in an effort to improve air quality, protect public health, and meet federal air quality standards.

The U.S. Environmental Protection Agency estimates that excess idling is responsible for 11 million tons of carbon dioxide, 200,000 tons of oxides of nitrogen, and 5,000 tons of particulate matter emitted annually.

FISCAL IMPACT AND SOURCE OF FUNDING:

None

EXHIBITS/ATTACHMENTS:

- MOA
- Resolution
- Implementation Plan

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Christopher Gilmore	County Attorney VII	County Attorney's Office	(512) 854-9455

CC:

Jon White	Natural Resource Environmental Quality Division Director	TNR	(512) 854-7212
Thomas Weber	Environmental Program Manager	TNR	(512) 854-4629
Adele Noel	Environmental Project Manager	TNR	(512) 854-7211

: :
0801 - NREQ- Air Quality

**MEMORANDUM OF AGREEMENT
FOR
VEHICLE IDLING LIMITATIONS**

I. PARTIES

This Memorandum of Agreement (MOA) is entered into between the Texas Commission on Environmental Quality (TCEQ) and the local government signing this agreement (Local Government), collectively the "Parties."

1. The Parties represent that they have the authority to enter into this MOA, including the authority granted in the Texas Government Code Chapter 791 Interlocal Cooperation Contracts.
2. The TCEQ has authority under Section 5.229 of the Texas Water Code and Section 382.033 of the Texas Health and Safety Code to enter into this MOA.
3. The Local Government has authority under Section 382.115 of the Texas Health and Safety Code to enter into this MOA.

II. INTENT AND PURPOSE

The intent of this MOA is to memorialize the agreement between the Parties to implement the following rules aimed at the control of air pollution from motor vehicles: 30 Texas Administrative Code (TAC) Chapter 114, Control of Air Pollution from Motor Vehicles, Subchapter J, Operation Controls for Motor Vehicles, Division 2, Locally Enforced Motor Vehicle Idling Limitations, Sections 114.510 – 114.512 and 114.517.

The parties enter into this MOA for the purpose of delegating rule enforcement from the TCEQ to the Local Government and potentially incorporating the emission reductions resulting from the implementation and enforcement of the above-referenced rules into the State Implementation Plan (SIP).

III. DEFINITIONS

As used in this MOA the following terms have the meanings given below:

1. EPA shall mean the United States Environmental Protection Agency.
2. TCEQ shall mean the Texas Commission on Environmental Quality.
3. Local Government has the meaning assigned by 30 TAC Section 114.510.
4. SIP shall refer to the Texas State Implementation Plan.

IV. BACKGROUND

On November 17, 2004, the TCEQ adopted rules concerning locally enforced motor vehicle idling limitations, which are applicable only within the jurisdiction of a Local Government that has signed an MOA with the TCEQ delegating enforcement of the rules. The EPA approved the rules in the April 11, 2005, *Federal Register* (70 FR 18308). The rules became effective December 9, 2004.

V. OBLIGATIONS OF PARTIES

- (A) The Local Government agrees as follows:

1. In accordance with the terms of this MOA the Local Government agrees to implement the following TCEQ Rule:
 - a. 30 TAC Chapter 114, Control of Air Pollution from Motor Vehicles, Subchapter J, Operation Controls for Motor Vehicles, Division 2, Locally Enforced Motor Vehicle Idling Limitations, Sections 114.510 - 114.512 and 114.517. Changes to these TCEQ Rules shall be incorporated into this Agreement without requiring amendment of this Agreement.
 2. The Local Government agrees to submit the following information to the TCEQ for the rules listed above not later than forty-five (45) calendar days after the effective date of this MOA:
 - a. detailed description of the plan for implementation of these rules;
 - b. copies of local ordinances or resolutions adopted by each Local Government to implement these rules; and
 - c. copies of agreements entered between any Local Government and other units of Local Government for the purpose of the implementation of these rules.
 3. The Local Government agrees to submit copies of any requisite resolutions under Section 7.352 of the Texas Water Code to the TCEQ forty-five (45) calendar days after the effective date of this MOA or within fourteen (14) calendar days after passage by the local governing body, whichever is later.
- (B) The TCEQ agrees to consider this MOA for submission to the EPA for inclusion in the Texas SIP.

VI. TERM AND TERMINATION

This MOA will become effective upon signature by both Parties and shall expire on December 31, 2018 unless renewed in writing by mutual agreement of the Parties. A Party may withdraw from this MOA at any time upon thirty (30) calendar days written notice to the other Party. This MOA may be terminated at any time by mutual written consent of the Parties.

VII. MISCELLANEOUS

This MOA represents the entire agreement between the TCEQ and the Local Government and supersedes all other agreements, understandings or commitments, written or oral, relative to the intent of this MOA. This MOA may not be amended or modified except pursuant to a mutual written agreement executed by each of the Parties.

This MOA shall be governed by and interpreted in accordance with the laws of the State of Texas.

In Witness Whereof, Texas Commission on Environmental Quality and the Local Government, by their authorized officers, have made and executed this MOA in multiple copies, each of which is deemed an original.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

By: _____
Name: David Brymer
Title: Director, Air Quality Division

_____ Date

LOCAL AREA

By: _____
Name:
Title:

_____ Date

IMPLEMENTATION PLAN FOR THE TEXAS HEAVY-DUTY VEHICLE IDLING RULE

BACKGROUND:

Limiting heavy-duty vehicle idling is one component of the region's Ozone Advance Plan and continues commitments from previous air quality action plans. It offers emission reductions, reduces harmful emissions, and saves fuel costs. There appears to be stakeholder support for implementation of the state rule, as the results of the Ozone Advance Plan Survey, conducted during 2013, showed.

The locally enforced motor vehicle idling limitation rules (30 TAC Chapter 114, Sections 114.510-114.512 and 114.517) prohibit vehicles with a gross vehicle weight rating (GVWR) of over 14,000 pounds from idling for more than five consecutive minutes when the vehicle is not in motion. Exceptions are provided in Section 114.517. The rule is applicable only within the jurisdiction of a local government that has signed a Memorandum of Agreement (MOA) with the Texas Commission on Environmental Quality to delegate enforcement of the rules to that local government.

EDUCATION AND INFORMATION:

The Travis County Air Quality Project Manager will publish and distribute fact sheets and educational brochures to locations and organizations frequented by heavy duty vehicle drivers truck owners, and businesses. Information will include reasons for the idling limitation, the specifics of the limitations, and information on available anti-idling technologies.

Travis County will continue with the informational hotline for reporting violation of idling and will include a fact sheet, educational brochure, and other anti-idling information on the County's website.

ENFORCEMENT:

Travis County will use enforcement procedures that are consistent with Section 7.251 of the Texas Water Code (Attached) or any applicable local government ordinances.

Travis County peace officer enforcement training programs will be updated with information on regulatory requirements and compliance determination procedures.

Officers investigate idling violations based upon complaints received and issue citations as necessary. Complaints may be submitted by calling an environmental hotline 512 854-4400 or by calling the Travis County Sheriff's Office or a Travis County Constable. Enforcement may also be initiated based upon an observation of a County law enforcement officer.

IDLING ENFORCEMENT PROCEDURE:

- Upon identifying a parked vehicle with a GVWR of 14,000 pounds or greater, the officer shall drive by or stop to listen to verify that the main engine of the vehicle is operating while the vehicle is parked.
- The officer shall use a stop watch to time five minutes of continuous idling.
- After five minutes, the officer may approach the vehicle and ask to see appropriate identification and vehicle documentation.
- If the vehicle has a sleeper berth, the officer shall ask to see the driver's log book to determine whether the driver was idling during a government-mandated rest period. Idling during this time is permitted under certain circumstances (See attached State rule).
- If the driver is not on a required rest period, determine whether any of the exemptions listed in the rule are applicable.
- If not, the officer has the option to issue a warning or to issue a citation, in an amount that may not to exceed \$500. (Each violation is considered a separate offense).

ATTACHMENT

Texas Commission on Environmental Quality
Control of Air Pollution from Motor Vehicles

SUBCHAPTER J: OPERATIONAL CONTROLS FOR MOTOR VEHICLES
DIVISION 2: LOCALLY ENFORCED MOTOR VEHICLE IDLING
LIMITATIONS §§114.510 -114.512, 114.517
Effective August 30, 2012

§114.510. Definitions.

Unless specifically defined in the Texas Health and Safety Code, Chapter 382 (also known as the Texas Clean Air Act) or in the rules of the commission, the terms used in this subchapter have the meanings commonly ascribed to them in the field of air pollution control. In addition to the terms which are defined by Texas Health and Safety Code, Chapter 382; §3.2 of this title relating to Definitions); §101.1 of this title (relating to Definitions); and 114.1 of this title (relating to Definitions), the following words and terms, when used in this subchapter, have the following meanings, unless the context clearly indicates otherwise.

- (1) Idle—The operation of an engine in the operating mode where the engine is not engaged in gear, where the engine operates at a speed at the revolutions per minute specified by the engine or vehicle manufacturer for when the accelerator is fully released, and there is no load on the engine.
- (2) Local government -- A city, county, municipality, or political subdivision of the state.
- (3) Motor vehicle--Any self-propelled device powered by an internal combustion engine and designed to operate with four or more wheels in contact with the ground, in or by which a person or property is or may be transported, and is required to be registered under Texas Transportation Code, §502.002, excluding vehicles registered under §502.006(c).
- (4) Primary propulsion engine--A gasoline or diesel-fueled internal combustion engine attached to a motor vehicle that provides the power to propel the motor vehicle into motion and maintain motion.

§114.511. Applicability.

The provisions of §114.512 and §114.517 of this title (relating to Control

Requirements for Motor Vehicle Idling; and Exemptions) are applicable only within the jurisdiction of a local government that has signed a Memorandum of Agreement with the commission to delegate enforcement of the provisions of this division to that local government.

Adopted November 17, 2004

Effective December 9, 2004

§114.512. Control Requirements for Motor Vehicle Idling.

No person shall cause, suffer, allow, or permit the primary propulsion engine of a motor vehicle to idle for more than five consecutive minutes when the motor vehicle, as defined in §114.510 of this title (relating to Definitions), is not in motion.

Adopted July 20, 2011

Effective August 11, 2011

§114.517. Exemptions.

The provisions of §114.512 of this title (relating to Control Requirements for Motor Vehicle Idling) do not apply to:

- (1) a motor vehicle that has a gross vehicle weight rating of 14,000 pounds or less;
- (2) a motor vehicle that has a gross vehicle weight rating greater than 14,000 pounds and that is equipped with a 2008 or subsequent model year heavy-duty diesel engine or liquefied or compressed natural gas engine that has been certified by the United States Environmental Protection Agency or another state environmental agency to emit no more than 30 grams of nitrogen oxides emissions per hour when idling;
- (3) the primary propulsion engine of a motor vehicle being used to provide air conditioning or heating necessary for employee health or safety in an armored vehicle while the employee remains inside the vehicle to guard the contents or while the vehicle is being loaded or unloaded;
- (4) a motor vehicle forced to remain motionless because of traffic conditions over which the operator has no control;
- (5) a motor vehicle being used by the United States military, national guard, or reserve forces, or as an emergency or law enforcement motor vehicle;
- (6) the primary propulsion engine of a motor vehicle providing a power source necessary for mechanical operation, other than propulsion, and/or passenger compartment heating, or air conditioning;

(7) the primary propulsion engine of a motor vehicle being operated for maintenance or diagnostic purposes;

(8) the primary propulsion engine of a motor vehicle being operated solely to defrost a windshield;

(9) the primary propulsion engine of a motor vehicle that is being used to supply heat or air conditioning necessary for passenger comfort and safety in vehicles intended for commercial or public passenger transportation, or passenger transit operations, in which case idling up to a maximum of 30 minutes is allowed;

(10) the primary propulsion engine of a motor vehicle being used to provide air conditioning or heating necessary for employee health or safety while the employee is using the vehicle to perform an essential job function related to roadway construction or maintenance;

(11) the primary propulsion engine of a motor vehicle being used as airport ground support equipment;

(12) the owner of a motor vehicle rented or leased to a person that operates the vehicle and is not employed by the owner; or

(13) a motor vehicle when idling is necessary to power a heater or air conditioner while a driver is using the vehicle's sleeper berth for a government-mandated rest period and is not within two miles of a facility offering external heating and air conditioning connections at a time when those connections are available.

Adopted August 8, 2012

Effective August 30, 2012

RESOLUTION



A RESOLUTION OF TRAVIS COUNTY TO IMPLEMENT AND ENFORCE THE STATE RULES AIMED AT THE CONTROL OF AIR POLLUTION FROM HEAVY DUTY MOTOR VEHICLE IDLING.

Whereas: Travis County has approved entering into an Ozone Advance Plan agreement with the U.S. Environmental Protection Agency and the Texas Commission on Environmental Quality (TCEQ) and other local government in order to proactively and effectively address the region's attainment of the federal ground-level ozone air quality standard;

Whereas, Travis County is designated as near nonattainment for the pollutant ozone and unsatisfactory air quality may adversely affect the public and economic health of the entire region;

Whereas, the U.S. Environmental Protection Agency and the TCEQ agree that it is a primary objective to reduce emission reductions from motor vehicles, and the Texas Legislature has created the Texas Clean Air Act to address that purpose;

Whereas: Section 382.113 of the Texas Clean Air Act provides authority for municipalities to enact and enforce local laws and ordinances for the control and abatement of air pollution;

Whereas, Travis County finds that the TCEQ idling rules serve a public purpose, and protects the health, safety, and welfare of the citizens of Central Texas, by limiting the pollution created by heavy duty vehicles unnecessarily idling within the County's jurisdiction; and

Whereas, Travis County has entered into a Memorandum of Agreement with the TCEQ to implement the rules aimed at the control of air pollution from heavy duty motor vehicles unnecessarily idling within the jurisdiction of Travis County;

Now, therefore, be it resolved by the Travis County Commissioners Court, that Travis County agrees to implement the following TCEQ rule:

Texas Administrative Code, Title 30, Part 1, Chapter 114, Subchapter J, Operational Controls for Motor Vehicles, Division 2, Locally Enforced Motor Vehicle Idling Limitation.

Resolved, this 7th day of January, 2014.

SAMUEL T. BISCOE

County Judge

RON DAVIS

Commissioner, Precinct One

BRUCE TODD

Commissioner, Precinct Two

GERALD DAUGHERTY

Commissioner, Precinct Three

MARGARET J. GÓMEZ

Commissioner, Precinct Four



Travis County Commissioners Court Agenda Request

Meeting Date: January 14, 2014

Prepared By: Kurt Nielsen **Phone #:** (512) 854-7218

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

Department Head: *Charles B. Bergh*
Steven M. Manilla, P.E., County Executive-TNR

Sponsoring Court Member: County Judge Samuel T. Biscoe

AGENDA LANGUAGE: Consider and take appropriate action on proposed park fees in Precinct Two.

- A) Park Day-Use Fees;
- B) Athletic Fields Fees;
- C) Group Shelters/Pavilions/Concessions Fees;
- D) Northeast Metro BMX Track Fees;
- E) Reimers Ranch Observatory Fees; and
- F) Special Event Fee.

BACKGROUND/SUMMARY OF REQUEST:

Summary

A national trend for managing park system budgets is to pass on a higher share of the costs to park users and beneficiaries in the form of direct user fees. The last time park fees were addressed was in 2009. However, many of the fee changes we are currently proposing were not addressed at that time.

Background

Travis County operates and maintains 33 parks, including seven properties on Lake Travis leased from the Lower Colorado River Authority (LCRA). The county is authorized to collect park fees under two separate Texas laws developed separately for county parks and LCRA/county parks.

Parks collect a general use fee for "basic services". These are services used by all park visitors, such as restroom and facility maintenance, utilities, landscape maintenance, and law enforcement. An additional fee is collected for "enhanced services". These are services such as the reservation of pavilions and shelters, the use of baseball and soccer fields, and camping.

While the county charges a general use fee in all of the LCRA/county parks, it only levies a general use fee in 3 of the 26 county parks. Currently the general use fee is \$10 per vehicle and is intended to offset some of the costs of basic services, such as

fee collection, restroom and facility maintenance, landscape maintenance, trash collection, and law enforcement. From 2007 through 2011, fees charged in LCRA/county parks recovered approximately 50% of operating and maintenance costs. Contractually, we are obligated to set aside 15% of fee revenues from LCRA parks for future capital improvements in LCRA owned parks. During the same period, fees charged in county owned parks only recovered approximately 15% of operation and maintenance costs.

The overall purpose of this Park Fee Proposal is to evaluate the county's current fee schedule and to recommend to the Commissioners Court strategies and alternatives for offsetting increasing operational costs in Travis County parks.

STAFF RECOMMENDATIONS:

Staff recommends approval of this request.

ISSUES AND OPPORTUNITIES:

The following information outlines the proposed fee increases and provides additional information on modifications to our facility rentals.

A) Park Day-Use Fees

The fees for Travis County parks on the west side of the county were last increased in 2009. At that time, the Day-Use fee increased from \$8 per vehicle to \$10 per vehicle. In addition, the Annual Permit increased from \$75 to \$100, the Duplicate Annual Permit increased from \$25 to \$50, and the Hippie Hollow surcharge was established at \$2 per vehicle.

The Park's Department is proposing to raise the Hippie Hollow surcharge from \$2 per vehicle to \$5 per vehicle. Hippie Hollow continues to require elevated levels of law enforcement presence. Since the 2009 surcharge was established, cost of law enforcement at that park (elevated patrols and the number of arrests) has increased nearly 20%.

We are also proposing to implement a \$5 per vehicle surcharge at Hamilton Pool Preserve. Visitation at Hamilton Pool is regularly at capacity. When the Preserve reaches capacity, traffic on Hamilton Pool Road often backs up and creates a safety hazard. Every weekend, for the past two summer seasons, Park Rangers were needed to manage traffic on the roadway and extra staff were needed to handle traffic inside the Preserve. The proposed surcharge would help offset the increased operational costs and would also fund necessary infrastructure improvements (new restroom and widening of the entrance road) to accommodate increased demand.

We are also proposing to implement park fees at Mary Quinlan Park, which has a popular boat ramp accessing Lake Austin. The park is currently the only park that

has a public boat ramp on Lake Austin without fees. Collecting fees at this Travis County park would help offset operational expenses. The approved Day-Use, Trailer, and appropriate Annual Permit Fees will apply at Mary Quinlan Park.
(See attached Fee Schedule)

Based on 2012 visitation figures, the proposed Day-Use fee increases would generate an estimated \$224,932 in additional revenue. This estimate does not include revenue from annual permit holders entering Hamilton Pool and paying the proposed surcharge, or revenue from Mary Quinlan Park.

B) Athletic Fields Fees

In order to keep our soccer and multi-use fields properly lined, staff routinely line the fields once a week. This keeps us from losing the lines and thus avoids the arduous task of laying out the fields and re-establishing the proper dimensions. However, this practice has created inequity among our user groups. For example, many of our regular user groups pay for lining (\$30 per field) on Saturday. The groups that use the fields on Sunday have realized this and have taken advantage of the situation by not paying to have the fields lined. We have received complaints from several of our user groups about the inequity of our current system and would like to address those concerns. To rectify this, we propose to raise the reservation fee from \$5 per hour to \$10 per hour on weekends, and include lining performed on Friday.
(See attached Fee Schedule)

Considering that approximately 75% of our athletic field usage is on weekends and estimating that we will lose approximately 100% of our current field preparation revenue, the athletic field fee change would still generate an estimated \$31,740 in additional revenue.

C) Group Shelters/Pavilions/Concessions Fees

The last time we increased our shelter fees was in 2003. Small shelter fees went from \$20 to \$30, large shelters increased from \$40 to \$50, and we established a \$75 fee for our extra-large shelters. We are proposing to raise our shelter fees to \$40 for small shelters, \$65 for large shelters, and \$100 for x-large shelters. These fees would help offset the rising operational and maintenance costs.
(See attached Fee Schedule)

With the anticipated opening of Barkley Meadows Park on Onion Creek we propose adding the shelter at Barkley Meadows to our current shelter fee schedule. The park has one large shelter and would be priced the same as the large shelters at Richard Moya Park.

In 2008, we established fees for the then-new East Metropolitan Park (EMP) pavilion. The approved fee was \$300 per day or \$35 per hour with a two hour

minimum requirement. We also collect a \$10 reservation fee and a \$100 refundable deposit. The pavilion has become a very popular venue for weddings, quinceaneras, and other special events and is often booked a year in advance. We have found that other venues which host similar events charge considerably more (see attached comparisons). In addition, staff time required to prep and clean up the pavilion is exceeding original estimates. We propose raising the pavilion rental fee at EMP to \$400 per day or \$50 per hour with a four hour minimum requirement.

We also propose implementing a \$50 refundable deposit for concession rentals, as was approved and initiated for shelter rentals. This system has worked well with encouraging user responsibility for clean up.

The proposed shelter/pavilion fee increases will generate approximately \$16,020 in additional revenue.

D) Northeast Metro BMX Track Fees

Parks anticipates the opening the new BMX facility at Northeast Metro Park in Spring 2014. We checked with another comparable BMX track run by the City of Desoto, Texas and found that they had an exclusive consession agreement with a BMX organization to operate their BMX track. Travis County Parks has historically avoided this type of exclusive agreement in order to maintain control of our facilities and to assure other groups have access. We have worked with local user groups and established a fee system that will be fair to, and inclusive of, the local BMX community. Based on meetings with local user groups, we propose the following rental rates for this facility:

Facility Rental

Weekday:	\$20/hour
Weekend & Holiday:	\$40/hour
Lights:	\$15/hour

Event Fees

Event Overnight Fee:	\$25/vehicle
Event Parking Fee:	\$10/vehicle
Event Trailer Fee:	\$2/trailer

Based on conservative use estimates, we calculate that the BMX track will generate approximately \$21,475 in additional revenue.

E) Reimers Ranch Observatory Fees

Parks anticipates opening a new observatory facility at Reimers Ranch Park in Spring 2014. This facility will be open for park sponsored events and will also be

available for group rentals. Based on discussions with local astronomer groups, we propose the following rental rates for the observatory:

Park Sponsored Events:

\$5/person (12 years and older)

Facility Rental (by private group):

\$100/hour (includes staff support) with a two hour minimum requirement

\$50/hour after the first two hours

Based on conservative use estimates, we calculate that the observatory will generate approximately \$3,300 in additional revenue.

F) Special Event Fee

Parks receives numerous requests from a wide range of groups requesting to host events in the parks. These events range from bicycle races, movie shoots, triathlons and running races, television commercial productions, and historic reenactments. Many of these events generate revenue for the host groups, albeit often also benefitting a charitable organizations. Staff evaluate these requests and determine whether the event is an appropriate use of the park.

If an exception to park rules or park hours are requested, or if normal visitation may be adversely affected, staff submits a License Agreement for Commissioners Court approval. If no exception to rules or hours are requested, and staff determine that the event will not affect normal visitation, staff meet with the event coordinator and work out details for hosting the event. Often times, multiple meetings involving park management and law enforcement personnel are needed to finalize plans for an event.

We would like to initiate a fee of \$100 per event for events not requiring a License Agreement and \$150 per event for events requiring a License Agreement. These fees would help offset administrative and operational costs associated with special events in our parks.

Currently, Park staff coordinate 12 or more events per year that require License Agreements and approximately 15 events per year that require staff administration only.

We calculate that the proposed special event fee will generate approximately \$3,300 in additional revenue.

FISCAL IMPACT AND SOURCE OF FUNDING:

If the proposed fee increases are implemented by Spring 2014, TNR's Financial Services staff estimates an increase of approximately \$299,567 in revenue for FY14. Additionally, TNR has discussed these fee proposals with the Auditor's Office and they are comfortable with the estimates.

ATTACHMENTS/EXHIBITS:

- Proposed Fee Schedule
- Revenue Estimate
- Park Recovery Rates
- Facility Comparison

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Charles Bergh	Park Director	TNR	(512) 854-9408
Daniel Wilson	Chief Asst Co Auditor	County Auditor	(512) 854-4706

CC:

Robert Armistead	Park Division Manager	TNR	(512) 854-9831
Dan Perry	District Manager	TNR	(512) 263-9114
Dan Chapman	Chief Ranger	TNR	(512)263-9114
Adrienne Yust	Auditor Analyst IV	County Auditor	(512) 854-6673

: :
4501 - Park Svs -

PARK FEES		Current Fees	Proposed Fees
Day Use		<i>Effective January 1, 2010</i>	
Day Use at Hippie Hollow Park		\$10 per vehicle	No Change
Day Use at Hamilton Pool Preserve		\$12 per vehicle	\$15 per vehicle
Pedestrian/Bicyclist		\$10 per vehicle	\$15 per vehicle
Pedestrian/Bicyclist at Hippie Hollow Park		\$3 per ped / bicy	No Change
Primitive Camping aka Day/Night Combo		\$5 per ped / bicy	No Change
Improved Camping (<i>plus \$10.00 reservation fee</i>)		\$15 per vehicle	No Change
Trailer Parking Fee (<i>No charge to Lone Star Seniors and Veterans</i>)		\$20 per vehicle	No Change
Annual Day Use Permit (+ \$2.00 per vehicle at Hippie Hollow)		\$2 per trailer, per day	No Change
Duplicate Annual Permit (+ \$2.00 per vehicle at Hippie Hollow)		\$100 per vehicle	No Change
Pedestrian/Bicycle Annual (+ \$2.00 per ped/bicy at Hippie Hollow)		\$50 per vehicle	No Change
Annual Trailer Parking Permit		\$25 per ped / bicy	No Change
Lone Star Pass for Day Use (Senior Citizens)		\$30 per trailer	No Change
Overnight Camping for Lone Star/Annual Permit Holders		No Charge for age 62 or older	No Change
Lone Star Veteran Pass for Day Use		\$7 per night	No Change
Camping for Lone Star Veterans		No Charge to U.S. Veteran w/ 60% service related disability	No Change
		No Charge if in vehicle w/ permit	No Change

ATHLETIC FIELDS (BASIC)		Current Fees	Proposed Fees
<i>Del Valle, East Metro, Moya, Northeast Metro, Southeast Metro, Webberville:</i>			
Reservation Fee Soccer/Multi-Use Weekends - Groups (General) <i>includes basic lining</i>		\$5 per field, per hour	\$10 per field, per hour
Reservation Fee - Soccer/Multi-Use Weekends - Groups (Non-Profit Youth) <i>includes basic lining</i>		\$5 per field, per hour	\$10 per field, per hour
Reservation Fee - Groups (General)		\$5 per field, per hour	No Change
Reservation Fee - Groups (Non-Profit Youth)		\$5 per field, per hour	No Change
Field Usage - Groups (General)		\$5 per field, per hour	No Change
Field Usage - Groups (Non-Profit Youth)		No Charge	No Change

LIGHTS (\$5.00 per 15 minute increments)		Current Fees	Proposed Fees
<i>Del Valle, East Metro, Moya, Northeast Metro, Southeast Metro, Webberville:</i>			
Baseball/Softball			
Groups (General)		\$20 per field, per hour	No Change
Groups (Non-Profit Youth)		\$20 per field, per hour	No Change

PARK FEES		Current Fees	Proposed Fees
LIGHTS (\$7.50 per 15 minute increments)			
Soccer			
Groups (General)		\$30 per field, per hour	No Change
Groups (Non-Profit Youth)		\$30 per field, per hour	No Change
TOURNAMENT/SPECIAL EVENTS (Maintenance Surcharge)			
<i>Del Valle, East Metro, Moya, Northeast Metro, Southeast Metro, Webberville:</i>			
Groups (General)		\$5 per field, per hour	No Change
Groups (Non-Profit Youth)		\$5 per field, per hour	No Change
FIELD PREPARATION (SET-UP ONLY)			
<i>Del Valle, East Metro, Moya, Northeast Metro, Southeast Metro, Webberville: Soccer / Multi-Use fields will be lined with a basic soccer layout every Friday free of charge</i>			
Groups (General)		\$30 per field, per day	No Change
Groups (Non-Profit Youth)		\$30 per field, per day	No Change
SHELTER/PAVILION RENTAL			
<i>Ben E. Fisher, Del Valle, Moya, Northeast Metro (including Skate Park), Southeast Metro, Webberville, Barkley Meadows. Rental plus \$10.00 non-refundable reservation fee. The fees apply Friday, Saturday, Sunday, & Holidays only.</i>			
Small w/electricity		\$30 per day	\$40 per day
Large w/electricity		\$50 per day	\$65 per day
X-Large w/electricity		\$75 per day	\$100 per day
Deposit (Refundable)		\$50 per shelter, per day	No Change
BASKETBALL SHELTER RENTAL - EAST METRO PARK			
<i>Rental plus \$10.00 non-refundable reservation fee</i>			
X-Large w/electricity		\$75 per day	\$100 per day
Deposit (Refundable)		\$50 per shelter, per day	No Change
PAVILION AT BOB WENTZ PARK			
<i>Rental plus \$10.00 non-refundable reservation fee</i>			
Rental - Hourly Use (4 hour minimum required)		\$10 per hour, 4hr min	No Change
Deposit (Refundable)		\$100 per day	No Change

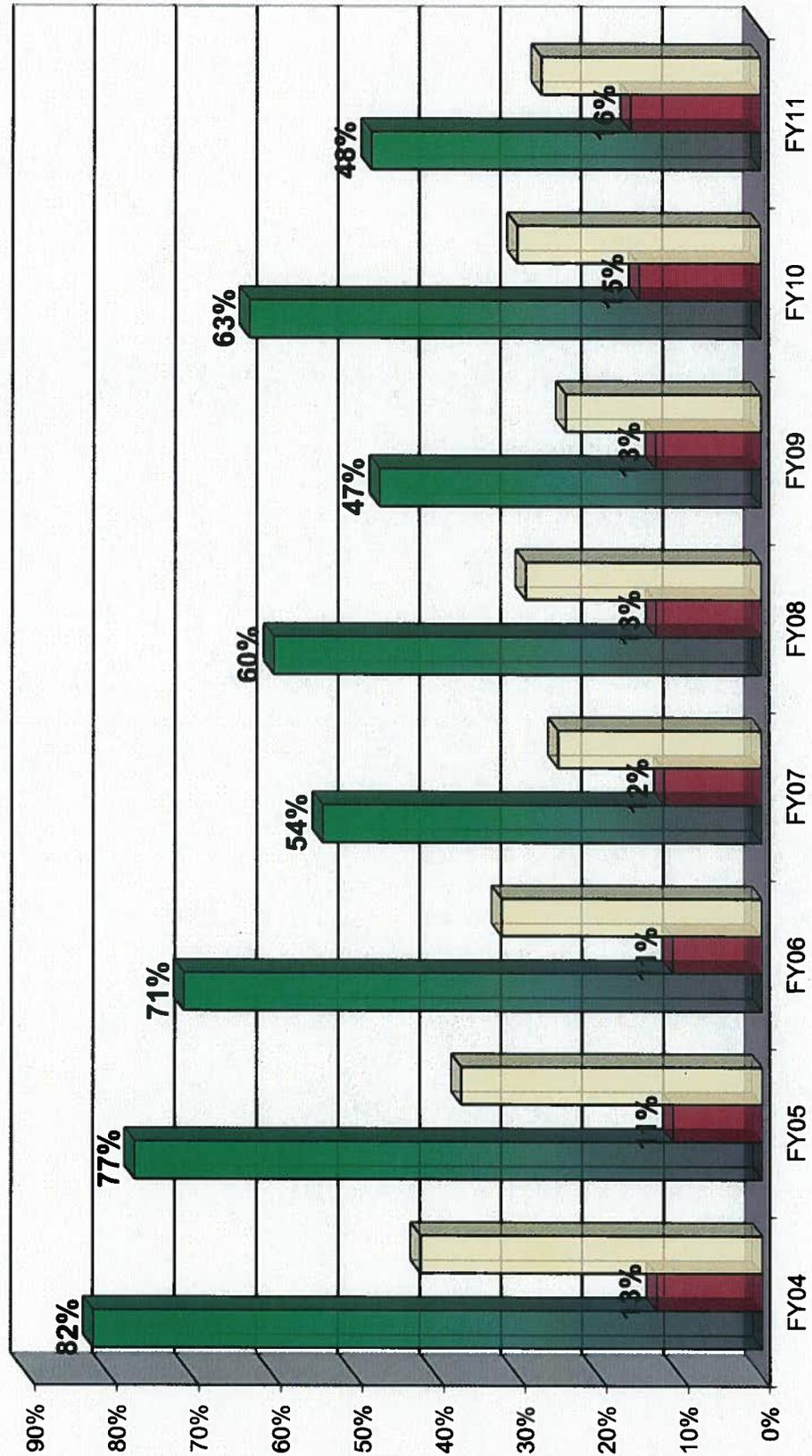
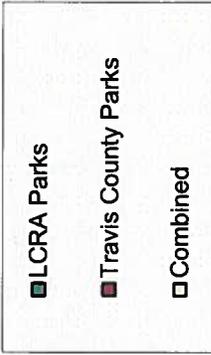
PARK FEES		Current Fees	Proposed Fees
CONCESSION BUILDING AT MANSFIELD DAM PARK			
<i>Rental plus \$10.00 non-refundable reservation fee</i>			
Rental - Hourly Use (4 hour minimum required)		\$10 per hour, 4hr min	No Change
Deposit (Refundable)		\$100 per day	No Change
CONCESSION BUILDING RENTAL			
Basic Concession Building			
<i>Del Valle, Moya, Webberville (ball fields): Rental plus \$10.00 non-refundable reservation fee.</i>			
Groups (General)		\$100 per building, per day	No Change
Groups (Non-Profit Youth)		\$35 per building, per day	No Change
Deposit (Refundable)		No Deposit	\$50 per day
Improved (Enhanced) Concession Building			
<i>East Metro, Northeast Metro, Southeast Metro, Webberville (soccer fields): Rental plus \$10.00 non-refundable reservation fee.</i>			
Groups (General)		\$150 per building, per day	No Change
Groups (Non-Profit Youth)		\$50 per building, per day	No Change
Deposit (Refundable)		No Deposit	\$50 per day
Improved Concession with Shelter			
<i>East Metro, Northeast Metro, Southeast Metro: Rental plus \$10.00 non-refundable reservation fee.</i>			
Groups (General)		\$200 per building, per day	No Change
Groups (Non-Profit Youth)		\$125 per building, per day	No Change
Deposit (Refundable)		\$50 per building, per day	\$50 per day
COMMUNITY PAVILION CENTER - EAST METRO PARK			
<i>Rental plus \$10.00 non-refundable reservation fee.</i>			
Deposit (Refundable)		\$100 per day	No Change
Groups (General & Non-Profit Youth)		\$35 per hour/2 hr minimum	\$50 per hour/4 hr minimum
Hourly/Daily Rate (2 hour minimum required)		\$300 per day (park hours)	\$400 per day (park hours)
Groups (General & Non-Profit Youth)			

PARK FEES			Current Fees	Proposed Fees
CONCESSION PADS (NORTH & SOUTH) with electrical service - NORTHEAST METRO				
(SKATE PARK) - Rental plus \$10.00 non-refundable reservation fee.				
Deposit (Refundable)				
Groups (General & Non-Profit Youth)			\$50 per pad/per day	No Change
Weekday Rental				
Groups (General & Non-Profit Youth)			\$20 per pad/per day	No Change
Weekend/Holiday Rental				
Groups (General & Non-Profit Youth)			\$40 per pad/per day	No Change
NORTHEAST METRO BMX TRACK				
Facility Rental				
Track Rental (weekday)		New Facility		\$20 per hour
Track Rental (weekend)		New Facility		\$40 per hour
Lights		New Facility		\$15 per hour
Event Fees				
Day Parking Fee		New Facility		\$10 per vehicle
Overnight Parking Fee		New Facility		\$25 per vehicle
Trailer Parking Fee		New Facility		\$2 per trailer
REIMERS RANCH OBSERVATORY				
Park Sponsored Events				
Visitors 12 years old and older		New Facility		\$5 per person
Facility Rental (by private group)				
Facility Rental Two (2) hr minimum (including staff support)		New Facility		\$100 per hour
Facility Rental additional hrs (including staff support)		New Facility		\$50 per hour
SPECIAL EVENT FEES				
No License Agreement Required		New Fee		\$100 per event
Requiring a License Agreement		New Fee		\$150 per event

Revenue Estimates from Proposed Fee Changes

Park Day-Use Fees	2012 Sales	Current Fee	Proposed Fee	Estimated Revenue Gain	
Hippie Hollow Surcharge	\$ 31,404	\$2	\$5	\$ 94,212	
Hamilton Pool Surcharge*	\$ 26,144	\$0	\$5	\$ 130,720	
Mary Quinlan Park Entry Fees*	No sales			\$ -	
*Does not include up charge for annual permit entry at Hamilton Pool or revenue collected at Mary Quinlan Park				Total	\$ 224,932
Athletic Fields					
	2013 Sales	Current Fee	Proposed Fee	Estimated Revenue Gain	
Field Lining (all fees collected at soccer / multi-use)	\$ 29,640			\$ (29,640)	
Weekend Reservation Fees at soccer / multi-use	\$ 12,276	\$5	\$10	\$ 61,380	
			Total	\$ 31,740	
Group Shelters / Pavilion / Concessions					
	# Reservations	Current Fee	Proposed Fee	Estimated Revenue Gain	
Small Shelters (4)	98	\$30	\$40	\$ 980	
Large Shelters (6)	241	\$50	\$65	\$ 3,615	
X-Large Shelters (3)	90	\$75	\$100	\$ 2,250	
East Metro Pavilion	69	\$300	\$400	\$ 6,900	
	Projected Use				
Barkley Meadows (Large Shelter)	1 rentals/wk for 35 wks	\$0	\$65	\$ 2,275	
			Total	\$ 16,020	
Northeast Metro BMX Track					
	Projected Use	Current Fee	Proposed Fee	Estimated Revenue Gain	
Facility Rentals					
Weekday Rentals	9 hrs/week for 35 wks	\$0	\$20	\$ 6,300	
Weekend & Holiday Rental	5 hrs/week for 35 wks	\$0	\$40	\$ 7,000	
Event Fees					
Event Overnight Fee	3 events 35/event	\$0	\$25	\$ 2,625	
Event parking Fee	3 events 175/event	\$0	\$10	\$ 5,250	
Event trailer Fee	3 events 50/event	\$0	\$2	\$ 300	
				\$ 21,475	
Reimers Ranch Observatory					
	Projected Use	Current Fee	Proposed Fee	Estimated Revenue Gain	
Park Sponsored Events					
12 years old and over	6 events/yr. with 50 participants	\$0	\$5	\$ 1,500	
Facility Rental					
First two (2) hours	2 rentals/yr. for 4 hour	\$0	\$100	\$ 400	
Additional Hours	2 rentals/yr. for 4 hour	\$0	\$50	\$ 200	
			Total	\$ 2,100	
Special Event Fee					
	Projected Use	Current Fee	Proposed Fee	Estimated Revenue Gain	
License Agreements	12	\$0	\$150	\$ 1,800	
Non-License Agreements	15	\$0	\$100	\$ 1,500	
			Total	\$ 3,300	
Grand Total Revenue Estimate				\$ 299,567	

LCRA/Travis County Parks Cost Recovery Rate



FACILITY COMPARISON

Facility	Capacity	Amenities	Price
Fiesta Garden Clubhouse (City of Austin)	150-200	Bandstand, Kitchen area, Tables and chairs	\$950 for 4 hrs; \$1,150 for 8 hrs; \$1,350 all day
Zilker Park Clubhouse (City of Austin)	150-200	Panoramic view of downtown Austin, Kitchen area, Tables and chairs	\$950 for 4 hrs; \$1,150 for 8 hrs; \$1,350 all day
Commons Ford House (City of Austin)	150-200	Kitchen area, Two patios, Swimming pool	\$750 for 4 hrs; \$1,050 for 8 hrs; \$1,250 all day
East Metro Community Pavilion (Travis County)	150-200	Kitchen area, Large deck over fishing pond	Proposed \$50.00 per hour / 4 hr minimum, or \$400.00 all day; \$100.00 deposit + \$10.00 Res. fee



Travis County Commissioners Court Agenda Request

Meeting Date: January 14, 2014

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

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

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and Take Appropriate Action On An Agreement with Austin Energy to Provide Utility Assistance to Austin Energy Customers Through the Plus 1 Program

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached memo.

STAFF RECOMMENDATIONS:

See attached memo.

ISSUES AND OPPORTUNITIES:

See attached memo

FISCAL IMPACT AND SOURCE OF FUNDING:

See attached memo

REQUIRED AUTHORIZATIONS:

Mary Etta Gerhardt, Assistant County Attorney'
Leslie Browder, County Executive, Planning and Budget Office
Cyd Grimes, CPM, Travis County Purchasing Agent
Nicki Riley, CAP, CMA, Travis County Auditor
Cynthia Sayles, Auditor Analyst III
Kapp Schwebke, Auditors Office
Aerin Toussaint, Analyst, Planning and Budget Office
Sherri Fleming, County Executive, HHSVS

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



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE
502 E. Highland Mall Blvd.
P. O. Box 1748
Austin, Texas 78767**

**Sherri E. Fleming
County Executive
(512) 854-4100
Fax (512) 279-1608**

Date: January 6, 2014

TO: MEMBERS OF THE COMMISSIONERS COURT

FROM:

Sherri E. Fleming
Sherri E. Fleming, County Executive

Travis County Health and Human Services and Veterans Service

SUBJECT: Acceptance of FY14 City of Austin Financial Assistance Plus 1 Program Agreement

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

Summary and Staff Recommendation: Staff requests the acceptance of this agreement from the City of Austin, Austin Energy. The funding for the program will be a total of \$135,000 allocated quarterly. In this program year Austin Energy will allocate an annual amount of \$89,720 as assistance for clients enrolled in Austin Energy's Customer Assistance Discount Program and an annual amount of \$45,280 as assistance for any Austin Energy customer.

These program funds are used to respond to utility assistance requests from households having an income at or below 200% of the current Federal Poverty Income Guidelines and are unable to meet their household energy needs. The households must be customers of Austin Energy and Travis County residents.

The Commissioners Court approved the application for this program on July 23, 2013.

Budgetary and Fiscal Impact: We will utilize the allocated program funds for direct service of utility assistance. Travis County will not receive or deposit these funds as they are internally allocated to our organization by Austin Energy for each of the two programs each quarter in the contract period. No matching funds are required. The contract period is October 1, 2013 through September 30, 2014. Austin Energy requests that assistance be distributed before September 12, 2014.

Background: The funding allocated by Austin Energy for this program is the largest local program funding received by the department for utility assistance. Travis County has participated and utilized the program assistance funding from Austin Energy for a number of years. The department operates this program, as well as coordinating its efforts with other community resources, faith-based organizations and other local agencies providing services to Travis County residents.

Within the past program year, 226 households within Travis County were assisted using this program funding. The operation of the program allows our department the ability to provide utility assistance to clients who are experiencing an energy-related hardship. The aim of such services, to assist clients in obtaining self-sufficiency, is consistent with the goal of the Travis County Health and Human Services and Veterans Service department.

cc: Leslie Browder, County Executive, Planning and Budget Office
Aerin Toussaint, Budget Analyst Sr., Planning and Budget Office
Nicki Riley, CPA, Travis County Auditor
Cynthia Sayles, Auditor Analyst III, Travis County Auditor
Kapp Schwebke, Auditors Office
Mary Etta Gerhardt, Assistant County Attorney
Cyd Grimes C.P.M., C.P.P.O., Travis County Purchasing Agent
Jim Lehrman, Division Director, Family Support Services



**City of Austin Financial Assistance Plus 1 Program
Collaboration Agreement**



Fund Allotment Agreement:

The purpose of this agreement is to make emergency assistance available to households facing termination of utility service; to offer education on economical use of utilities and to meet clients in face-to-face interviews and provide personal assistance.

Sponsored by: Travis County

Administration: Grant Administrator - Sherri E. Fleming

Coordinator - Jim Lehrman

Effective Date: October 1, 2013

Austin Energy will assign \$135,000 per fiscal year of Customer Assistance Program Financial Assistance Plus 1 Program (Plus 1) funds to Travis County ("agency" or "partner agency"). \$89,720 of such funds must be allocated to assist City of Austin Utility customers enrolled in the Customer Assistance Discount Program, and the remaining \$45,280 may be allocated to assist any City of Austin Utility customer. The funds will be assigned to Travis County at the start of each fiscal quarter. **Austin Energy reserves the right to make changes as needed to allotment amounts or disbursement procedures with notice by mail, email, fax or phone to Travis County.**

The undersigned parties agree to the collaboration agreement terms as outlined in this document. This agreement may be terminated by Austin Energy or Travis County at any time and for any reason with notice by mail, fax, or email to the other party at least seven (7) days prior to the specified termination date.

Attachments:

The attachments enumerated and denominated below are hereby made a part of this agreement, and constitute promised performances by the parties in accordance with all terms of this agreement:

Attachment A -- Partnership Agency Responsibilities

Partner Agency Authorized Administrator:
Travis County

Austin Energy Process Manager:

BY: Signature: Travis County Judge
Printed Name: Samuel T. Biscoe
Date: _____

Signature: _____
Printed Name: _____
Date: _____

Financial Assistance Plus 1 Program Partner Agency Contact Information:

Grant Administrator: Tonda Owens/Lisa Glass
Phone Number: 512-854-4113 / 512-854-4594
Mailing Address: P. O. Box 1748; Austin, TX 78767

Voucher Approval (please provide two signatory that will be authorized to sign vouchers)

Printed Name: _____

Printed Name: _____

1st Signature: _____

2nd Signature: _____

Austin Energy Contact Information:

Customer Service Call Center Phone Number (512) 494-9400 Mailing Address: 721 Barton Springs Road Austin, TX 78704-1145	Ronnie Mendoza, Manager - Customer Services Management Phone Number (512) 972-7725 Fax number (512) 505-4028 Email address: Ronnie.Mendoza@AustinEnergy.com
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City of Austin Financial Assistance Plus 1 Program Collaboration Agreement



Guidelines and Procedures:

The purpose of the Customer Assistance Financial Assistance Plus 1 Program is to support customers who are having difficulty paying their utility bills and to assist in eliminating past due debt owed to the City of Austin for utilities. This support will assist customers in becoming self-sufficient and developing a healthy dialogue with the utility if future financial hardships should arise.

The Partner Agency agrees as follows:

- _____ 1. The agency will develop its own eligibility criteria, priorities, case work documentation, and tracking of disbursements. The agency's guidelines will fulfill the purpose of the Financial Assistance Plus 1 Program collaboration agreement.
- _____ 2. Agency staff will screen clients using their eligibility criteria. Plus 1 requests will be incorporated into these processes with minimal additional in-kind resource requirements as agreed to by partnering agency.
- _____ 3. Agency will not discriminate in providing Plus 1 funding to any client based on race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity or disability. Use of income eligibility criteria will not be considered discrimination under this section. Clients will be screened based on emergency need determined by partner and must be a City of Austin utility customer.
- _____ 4. A debt-resolution plan which may include one of the following options will be developed by the agency within the agency's policies and procedures:
 - a. Assist with the quoted amount to arrange a Payment Agreement (PA) between the customer and Austin Energy
 - b. Assist with reinstatement of PA
 - c. Match funds and Plus 1 disbursement to pay off the entire debt
- _____ 5. Agency staff will contact Austin Energy Call Center at (512) 494-9400 and advise the representative the amount of pledge. Agency will get the name of the customer service representative for any follow up that is needed.
- _____ 6. The agency will fax legible vouchers to Austin Energy community assistance employees at **(512) 505-4028**. Original vouchers will be mailed directly to Austin Energy at the end of each month.
- _____ 7. Agency will review Distribution List provided by Austin Energy for accuracy and contact community assistance employees within one week of any corrections or any comments.
- _____ 8. Agency understands Plus 1 allotments are only applied to residential accounts.
- _____ 9. Agency understands that Plus 1 allotments will not be distributed after **Friday, September 12, 2014**.
- _____ 10. Agency understands Plus 1 disbursements cannot pay deposits.
- _____ 11. Austin Energy will not provide Plus 1 allotments to customers who are charged with meter tampering fees within the past 12 months. Austin Energy will be responsible for advising Agency of such charges when contacted by agency.
- _____ 12. Pledge limits are determined on a yearly basis. Austin Energy reserves the right to change pledge limits yearly depending on budget. As well as reduced pledge amounts as to not provide a credit to customer's account.
- _____ 13. Agency will have a release of information form provided by Austin Energy signed by each client requesting Plus 1 allotment.
- _____ 14. Agency will notify Austin Energy of any special situation that warrants our attention.
- _____ 15. Agency understands that if they want to assist their own employees with Plus 1 disbursements they must refer those customers to one of Austin Energy's other partnering agencies. Plus 1 allotment will not be utilized to support staff from the partner agency where the employee is employed.
- _____ 16. Agency understands that clients requesting Plus 1 allotments can only be assisted once every 12 months per agency. (Example: Jane Doe requests and is awarded in October 2012 she cannot request again until October 2013 at the earliest).
- _____ 17. Agency understands that monthly business ends at the end of the month and must be posted to that month. If information is not received in a timely manner it will be delayed by at least one week.
- _____ 18. Agency will have representative at each quarterly Plus 1 meeting and at the annual Low-Income Energy Summit.
- _____ 19. Agency agrees to a year-end site visit by community assistance employees at which agency will provide the following:
 - a. Completed Site Visit Evaluation Form
 - b. Proof of expenditure tracking
 - c. Two sample client files for review
- _____ 20. Meeting renewal requirements does not guarantee a current partner to continue participating in the Plus 1 collaboration. Austin Energy reserves the right to make changes as needed within the program.



City of Austin Financial Assistance Plus 1 Program Collaboration Agreement



- _____ 21. Agency will be required to submit yearly application to be considered for renewal collaboration. Agency understands that renewal contracts for the upcoming year will only be provided to agencies that score a minimum of 80 points on the application.
- _____ 22. Agency understands that renewal contracts for the upcoming year will only be provided to agencies that have successfully utilized 90% of their funding allowance within the fiscal year.
- _____ 23. Agency understands that Austin Energy has the right to move unused allotments around from one community partner to another if deemed necessary to meet program goals and objectives after August 1, 2014; notice will be provided by mail, email, fax or phone.



City of Austin Plus 1 Financial Assistance Program Site Visit Evaluation



Contact Information

Agency: Travis County Health & Human Services

Agency contact: Tonda Owens

Phone: 854-4113

Email: Tondalier.Owens@co.travis.tx.us

Program Information

What services are provided by your agency? We provide assistance with electric, gas, water, rent/mortgage, food vouchers, food pantry, indigent burial assistance, prescriptions, social worker services

What is your service territory? All of Travis County

What are your hours of operation? 8am-5pm

How many staff/volunteers do you have? Varies from center to center

How is staff trained to implement services? Formal and individual training

How do you receive referrals? Walk-ins, fax, mail & email

Does your agency provide matching funds for utility assistance? No

What other funding sources do you utilize for utility assistance? CEAP, EFSP

What other types of financial assistance do you provide? How is this assistance funded? Gas, water, rent/mortgage, food vouchers, prescriptions, burial assistance

What is the average pledge and/or range? \$250.00

How is case management defined for your agency? For example one-time versus ongoing assistance for 3 months, 6 months, etc. Case management is handled by the social workers and can go on up to a year.

Intake Procedures

What are the minimum criteria to access utility assistance? Must fill out an application,

What documentation is needed for utility assistance? ID, verification of income for past 30 days for all household members

Is there an application? If so, please provide a copy at the Austin Energy site visit. Yes



City of Austin Plus 1 Financial Assistance Program Site Visit Evaluation



What are the top 3 reasons people are denied utility assistance? No funds available, Over Income, does not meet funding guidelines (i.e. have received the maximum amount available for the year or per funding source guidelines).

Agency Policies

Please explain your record management policy. Case files (paper) are maintained in the center for at least 1 year-then sent to storage; database record is ongoing.

Please explain your client confidentiality policy. Clients are informed verbally & in writing that all information is kept confidential and within the agency. Information will not be released unless one of the following occurs:

- We believe the client's life or someone else's life is in danger;
- We believe a child, elderly person, or a person who is disabled is being abused or neglected or is in danger of being abuse or neglected, including financial abuse;
- The client's information is court ordered to be released;
- The client gives us written consent for their records or information to be released.

What fiscal controls do you have in place to prevent program abuse? We conduct a database search on all applicants in order to determine if the applicant is eligible for the funding, per guidelines.

Agency Comments/Concerns

Please list any comments and concerns you may have about the Plus 1 program.



Please FAX completed form to:
Austin Energy at (512) 505-4028
If you have questions please call (512) 494-9400



Release of Customer Information Authorization Form

PURPOSE: This Release of Customer Information Authorization Form allows a City of Austin utility account holder ("Account Holder") to delegate certain rights to an authorized party ("Authorized Party") concerning account holder's service(s), including authorizing receipt of confidential customer account information. This form must be completed in its entirety and signed by the Account Holder or by someone who has legal authority to bind the Account Holder.

AUTHORIZATION: I, _____ (*printed name*), state that I am the City of Austin ("City") utility services Account Holder and hereby request and authorize the City to release my utility customer account information to:

Authorized Party: _____
Address: _____
Phone Number: _____ Fax Number: _____
Email Address: _____

The scope of access to my account information is authorized as follows:
(Account Holder must initial Restricted or Unrestricted)

_____ Limited Access Authorized Party may do the following: (*check any or all that apply*)

- Usage and Financial Information Only
- Usage and Financial Access
- Facilities / Property Management Access
- Account Manager

Other: _____

_____ Full Access Authorized Party may conduct any transactions and receive any information regarding my utility service account.

This authorization is valid for:
(Account Holder must initial)

- _____ One-time only-Authorized Party is granted access one time.
- _____ One year period-Authorized Party is granted access for twelve months from the date of execution of this form.
- _____ Date specific-Authorized Party is granted access until (date).
- _____ Account closes-Authorized Party is granted access until the utility account is closed.

* If no time period is specified, authorization will be limited to a one-time authorization

I request that the City provide information to the Authorized Party in the format checked below, but I understand the City will provide the information in the format it deems most appropriate.
(check all that apply)

- Hard copy via US Mail (if applicable) _____
- Facsimile to telephone number: _____
- Electronic mail to email address: _____
- On-Line Customer Care Access: _____
- Telephone at: _____

I understand that this Authorization does not require the City to release information, and the City retains the right to verify any authorization request submitted before releasing information or taking any action.

I hereby release, hold harmless, and indemnify the City from any liability, claims, demands, and causes of action, damages, or expenses resulting from:

- 1) any release of information pursuant to this Authorization;
- 2) the unauthorized use of this information by the Authorized Party; and
- 3) any actions taken by the Authorized Party pursuant to this Authorization.

I understand that I may cancel this Authorization at any time by notifying the City in writing. I acknowledge I am signing this Authorization under my own free will and not under duress. I certify that the authorized party does not benefit from utilities at the service address listed.

Account Holder's Signature _____ Date: _____

Account Holder's Printed Name _____

Account Holder's Identification:

Social Security Number _____ - _____ - _____

or Driver's License Number _____

or Tax Identification Number _____

or Other Identification Number _____

Utility Service Address: _____

Utility Service Account Number: _____

Account Holder Daytime Phone Number: _____



Sírvase enviar el formulario llenado por FAX a:
Austin Energy al (512) 505-4028
Si tiene preguntas, llame al (512) 494-9400



Formulario de Autorización de Divulgación de Información del Cliente

OBJETO: Este Formulario de Autorización de Divulgación de Información del Cliente le permite a los titulares de cuentas de servicios públicos de la Ciudad de Austin ("Titulares de Cuenta") delegar ciertos derechos a una parte autorizada ("Parte Autorizada") referentes al servicio/los servicios del titular de cuenta, incluyendo autorización para recibir información confidencial de la cuenta del cliente. Este formulario debe llenarse por completo y debe firmarlo el Titular de Cuenta o alguien que tenga la autoridad legal de obligar legalmente al Titular de Cuenta.

AUTORIZACIÓN: Yo, _____ (nombre en letras de imprenta), declaro que soy el Titular de Cuenta de servicios públicos de la Ciudad de Austin ("Ciudad") y solicito y autorizo por el presente documento que la ciudad divulgue la información de mi cuenta de cliente a:

Parte Autorizada: _____

Dirección: _____

Número Telefónico: _____ Número de Fax: _____

Dirección de correo electrónico: _____

El alcance del acceso a la información de mi cuenta se autoriza como sigue:
(El Titular de Cuenta debe poner sus iniciales al lado de Restringido o Sin Restricción)

_____ Acceso Limitado La Parte Autorizada puede hacer lo siguiente: (Verificar todo lo que aplique)

- Uso e Información Financiera Únicamente
- Uso y Acceso Financiero
- Acceso a Instalaciones / Administración de Propiedad
- Gerente de Cuenta

Otro: _____

_____ Acceso Completo La Parte Autorizada puede llevar a cabo cualquier transacción y recibir cualquier tipo de información referente a la cuenta de mis servicios públicos.

Esta autorización es válida para:
(El Titular de Cuenta debe poner sus iniciales)

_____ Una sola vez - se otorga acceso a la Parte Autorizada una sola vez.

_____ Un periodo de un año - se otorga acceso a la Parte Autorizada por doce meses a partir de la fecha de ejecución de este formulario.

_____ Fecha específica - se otorga acceso a la Parte Autorizada hasta el (fecha).

_____ Cierre de Cuenta - se otorga acceso a la Parte Autorizada hasta que se cierre la cuenta de servicios públicos.

* Si no se especifica un periodo de tiempo, la autorización se limitará a ser una autorización para una sola vez.

Solicito que la Ciudad le provea información a la Parte Autorizada en el formato marcado a continuación, pero entiendo que la Ciudad proporcionará la información en el formato que considere más apropiado.
(Verificar todo lo que aplique)

Copia en papel vía el correo de EE.UU. (si aplica) _____

Facsímile a número de teléfono: _____

Correo electrónico a dirección de correo electrónico: _____

Acceso de Atención al Cliente por Internet: _____

Llamar por teléfono al: _____

Entiendo que esta Autorización no requiere que la Ciudad divulgue información, y la Ciudad retiene el derecho de verificar cualquier solicitud de autorización que se presente antes de divulgar la información o emprender cualquier tipo de acción.

Por medio del presente documento, exonero e indemnizo a la Ciudad de cualquier responsabilidad legal, reclamo, demanda y causa de acción legal, daño o gasto que resulte de:

- 1) divulgar información de conformidad con esta Autorización;
- 2) el uso no autorizado de esta información por la Parte Autorizada; y
- 3) cualquier acción llevada a cabo por la Parte Autorizada de conformidad con esta Autorización.

Entiendo que puedo cancelar esta Autorización en cualquier momento notificándoselo a la Ciudad por escrito. Reconozco que estoy firmando esta Autorización voluntariamente y sin coacción de ningún tipo. Certifico que la parte autorizada no se beneficia de los servicios públicos en la dirección de servicio indicada.

Firma del Titular de Cuenta _____ Fecha: _____

Nombre del Titular de Cuenta en Letras de Imprenta _____

Identificación del Titular de Cuenta:

Número de Seguro Social _____ - _____ - _____

o Número de la Licencia de Manejar _____

o Número de Identificación de Contribuyente _____

u Otro Número de Identificación _____

Dirección de los servicios públicos: _____

Número de Cuenta de Servicios Públicos: _____

Número de Teléfono Donde Se Puede Encontrar al Titular de Cuenta Durante el Día: _____



Travis County Commissioners Court Agenda Request

Meeting Date: January 14, 2013
Prepared By/Phone Number: David A. Salazar, Executive Assistant
512-854-9558

Elected/Appointed Official/Dept. Head: Judge Biscoe
County Judge's Office

Commissioners Court Sponsor:

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING BOARD AND COMMITTEE ASSIGNMENTS AND APPOINTMENTS FOR COMMISSIONERS COURT MEMBERS.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

Commissioners Court Assignments to Boards and Committees

Board/Committee	Appointee	Date Appt'd.	Miscellaneous Information
Anti-Defamation League Hate Crimes Task Force	Commissioner Davis Commissioner Gomez	1/15/2013	Davis and Gomez first appointed January 24, 2012; Court discussed rotating the appointment every year or two.
Austin City Council, Austin Independent School District Board of Trustees, and Travis County Commissioners Court Joint Subcommittee	Judge Biscoe Commissioner Gómez	1/15/2013	Biscoe and Gomez first appointed January 13, 2009
Bail Bond Board	Judge Biscoe	1/15/2013	
Balcones Canyonlands Conservation Plan Coordinating Committee	Commissioner Daugherty	1/15/2013	Daugherty first appointed January 15, 2013
Capital Area Council of Governments - General Assembly Member (CAPCOG)	Commissioner Davis Commissioner Daugherty Commissioner Gomez	1/15/2013	Davis reappointed 1/15/2013; Daugherty appointed 1/8/2013; Gomez appointed 1/15/2013
Capital Area Council of Governments - Executive Committee Board (CAPCOG)	Commissioner Daugherty Commissioner Gomez	1/15/2013	CAPCOG Executive Committee is chosen by Exe Comm, not Commissioners Court; 1/9/2013 letter to CAPCOG requesting Daugherty on Executive Committee; 1/16/2013 letter to CAPCOG requesting Gomez to Executive Committee.
Capital Area Metropolitan Planning Organization (CAMPO)	Judge Biscoe Commissioner Todd Commissioner Daugherty	1/15/2013	
Capital Area Regional Transportation Planning Organization (CARTPO)	Commissioner Gómez	1/15/2013	Each county in the 10-county CAPCOG region may choose three (3) elected officials to serve as voting members. Individual counties are encouraged to include at least one municipal representative in their voting membership. They serve until replaced, resign or no longer qualify.

Commissioners Court Assignments to Boards and Committees

Board/Committee	Appointee	Date Appt'd.	Miscellaneous Information
Capital Area Rural Transportation System (CARTS)	Commissioner Gómez	1/15/2013	
City of Austin/Travis County Subcommittee	Commissioner Daugherty Commissioner Gómez	1/15/2013	To coordinate Intergovernmental issues.
Civil Family Courthouse Subcommittee	Judge Biscoe Commissioner Todd	1/15/2013	approved 1/24/2012
Clean Air Coalition	Judge Biscoe	1/15/2013	
Clean Air Force	Commissioner Davis	1/15/2013	Commissioner Todd alternate
Community Action Network (CAN)	Judge Biscoe Commissioner Todd	1/15/2013	
Community Justice Council	Commissioner Gómez	1/15/2013	Per Chapter 76 Texas Government Code; a county commissioner or a county judge from a county served by the department, chosen by the County Commissioners and county judges of the counties served by the department.
Comprehensive Planning Subcommittee, Travis County (Land, Water and Transportation Plan)	Commissioner Davis Commissioner Todd	1/15/2013	(Land, Water and Transportation Plan)
Conference of Urban Counties Policy Committee (CUC)	Commissioner Todd	1/15/2013	Commissioners Todd and Gómez have agreed to alternate appointments btw CUC Policy Comm and CAPCOG since 2013

Commissioners Court Assignments to Boards and Committees

Board/Committee	Appointee	Date Appt'd.	Miscellaneous Information
CORPORATIONS - Travis County Housing Finance Corporation; Travis County Health Facilities Development Corporation; Capital Health Facilities Development Corporation; Capital Industrial Development Corporation; Travis County Development Authority; Travis County Cultural Education Facilities Finance Corporation	President, Judge Biscoe; Vice President, Commissioner Todd; Secretary, Commissioner Gómez; Treasurer, Vacant; Assistant Secretary, Commissioner Davis	Appt by Corps. 1/31/2012	These positions must be appointed by the Corporations.
Downtown Austin Alliance	Commissioner Daugherty	1/15/2013	As a result of redistricting, Pct. 3 is taking on this appointment. Commissioners Todd and Gómez had been alternating appointments to CUC Policy Comm and Downtown Austin Alliance since 2007
Emergency Services Subcommittee	Commissioner Todd Commissioner Daugherty	1/15/2013	
Exposition & Heritage Center Subcommittee	Judge Biscoe Commissioner Davis	1/15/2013	
Greater Austin-San Antonio Corridor Council	Commissioner Daugherty	1/15/2013	Previous Precinct 3 Commissioner was an Executive Committee member
Investment Advisory Committee	Commissioner Todd Commissioner Daugherty	1/15/2013	
ITS Subcommittee	Commissioner Todd Commissioner Daugherty	1/15/2013	added 1-12-12
Juvenile Board	Judge Biscoe	1/15/2013	

Commissioners Court Assignments to Boards and Committees

Board/Committee	Appointee	Date Appt'd.	Miscellaneous Information
Legislative Subcommittee	Commissioner Todd Commissioner Daugherty	1/15/2013	originally appointed Feb 2007
Lone Star Rail District	Commissioner Todd	1/15/2013	Two year terms to expire February 1, 2013; formerly Austin-San Antonio Intermunicipal Commuter Rail District Board of Directors
Organizational Planning Team (OPT)	Judge Biscoe Commissioner Daugherty	1/15/2013	
Oversight Board for the Offices of Child and Parent Representation	Judge Biscoe Commissioner Todd	1/15/2013	Formed to provide operational oversight & guidance to the PDO-CR and to resolve any conflicts of interest that may occur between the PDO-CR and the Office of Parental Representation. (PDO-PR) This Committee will consist of (1) two County Commissioners or their appointees (2) two Civil Judges (3) one private attorney with a background in CPS cases; (4) one representative of the Texas Department of Family and Protective Services.
Oversight Committee - Administrative Operations	Commissioner Davis Commissioner Gómez	1/15/2013	Two by Two meeting with Staff to discuss department related issues
Oversight Committee - Health and Human Services	Judge Biscoe Commissioner Davis	1/15/2013	Two by Two meeting with Staff to discuss department related issues
Oversight Committee - Justice and Public Safety	Judge Biscoe Commissioner Gómez	1/15/2013	Two by Two meeting with Staff to discuss department related issues
Oversight Committee - Planning and Budget	Judge Biscoe Commissioner Gómez	1/15/2013	Two by Two meeting with Staff to discuss department related issues

Commissioners Court Assignments to Boards and Committees

Board/Committee	Appointee	Date Appt'd.	Miscellaneous Information
Purchasing Board	Judge Biscoe Commissioner Daugherty	1/15/2013	
Space Planning Committee	Commissioner Todd Commissioner Gómez	1/15/2013	formerly Capital Improvement Planning Committee; revised 01-10-06 to include only 2 court members



Travis County Commissioners Court Agenda Request

Meeting Date: January 7, 2014

Prepared By/Phone Number: Bob Moore 854-9387

Elected/Appointed Official/Dept. Head: Commissioner Gerald Daugherty

Commissioners Court Sponsor: Commissioner Gerald Daugherty

A handwritten signature in black ink, appearing to read "Gerald Daugherty", is written in the upper right corner of the document.

AGENDA LANGUAGE: Consider and take appropriate action on the re-appointment of Genny Kircheville to the Emergency Services District #1 Board of Commissioners to serve immediately until December 31, 2015.

BACKGROUND/SUMMARY OF REQUEST:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

ATTACHMENTS/EXHIBITS:

REQUIRED AUTHORIZATIONS:

N/A



Travis County Commissioners Court Agenda Request

A handwritten signature in black ink, appearing to read "Gerald Daugherty", is positioned in the upper right area of the document.

Meeting Date: January 7, 2014

Prepared By/Phone Number: Bob Moore 854-9387

Elected/Appointed Official/Dept. Head: Commissioner Gerald Daugherty

Commissioners Court Sponsor: Commissioner Gerald Daugherty

AGENDA LANGUAGE: Consider and take appropriate action on the re-appointment of Ro Cass to the Emergency Services District #1 Board of Commissioners to serve immediately until December 31, 2015.

BACKGROUND/SUMMARY OF REQUEST:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

ATTACHMENTS/EXHIBITS:

REQUIRED AUTHORIZATIONS:

N/A



Travis County Commissioners Court Agenda Request

Meeting Date: January 7, 2014

Prepared By/Phone Number: Bob Moore 854-9387

Elected/Appointed Official/Dept. Head: Commissioner Gerald Daugherty

Commissioners Court Sponsor: Commissioner Gerald Daugherty

A handwritten signature in black ink, appearing to read "Gerald Daugherty", is written in the upper right corner of the document.

AGENDA LANGUAGE: Consider and take appropriate action on the re-appointment of Mark Evert to the Emergency Services District #1 Board of Commissioners to serve immediately until December 31, 2015.

BACKGROUND/SUMMARY OF REQUEST:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

ATTACHMENTS/EXHIBITS:

REQUIRED AUTHORIZATIONS:

N/A



Travis County Commissioners Court Agenda Request

Gerald Daugherty

Meeting Date: January 7, 2014

Prepared By/Phone Number: Bob Moore 854-9387

Elected/Appointed Official/Dept. Head: Commissioner Gerald Daugherty

Commissioners Court Sponsor: Commissioner Gerald Daugherty

AGENDA LANGUAGE: Consider and take appropriate action on the re-appointment of Ed New to the Emergency Services District #3 Board of Commissioners to serve immediately until December 31, 2015.

BACKGROUND/SUMMARY OF REQUEST:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

ATTACHMENTS/EXHIBITS:

REQUIRED AUTHORIZATIONS:

N/A



Travis County Commissioners Court Agenda Request

Meeting Date: January 7, 2014

Prepared By/Phone Number: Bob Moore 854-9387

Elected/Appointed Official/Dept. Head: Commissioner Gerald Daugherty

Commissioners Court Sponsor: Commissioner Gerald Daugherty

A handwritten signature in black ink, appearing to read "Gerald Daugherty", is written in the upper right corner of the document.

AGENDA LANGUAGE: Consider and take appropriate action on the re-appointment of Carroll Knight to the Emergency Services District #3 Board of Commissioners to serve immediately until December 31, 2015.

BACKGROUND/SUMMARY OF REQUEST:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

ATTACHMENTS/EXHIBITS:

REQUIRED AUTHORIZATIONS:

N/A



Travis County Commissioners Court Agenda Request

Meeting Date: January 7, 2014

Prepared By/Phone Number: Bob Moore 854-9387

Elected/Appointed Official/Dept. Head: Commissioner Gerald Daugherty

Commissioners Court Sponsor: Commissioner Gerald Daugherty

A handwritten signature in black ink, appearing to read "Gerald Daugherty", is located in the upper right quadrant of the page.

AGENDA LANGUAGE: Consider and take appropriate action on the re-appointment of Dan Herman to the Emergency Services District #4 Board of Commissioners to serve immediately until December 31, 2014.

BACKGROUND/SUMMARY OF REQUEST:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

ATTACHMENTS/EXHIBITS:

REQUIRED AUTHORIZATIONS:

N/A



Travis County Commissioners Court Agenda Request

A handwritten signature in black ink, appearing to read "Gerald Daugherty", is located in the upper right corner of the document.

Meeting Date: January 7, 2014

Prepared By/Phone Number: Bob Moore 854-9387

Elected/Appointed Official/Dept. Head: Commissioner Gerald Daugherty

Commissioners Court Sponsor: Commissioner Gerald Daugherty

AGENDA LANGUAGE: Consider and take appropriate action on the re-appointment of Dennis Wright to the Emergency Services District #5 Board of Commissioners to serve immediately until December 31, 2015.

BACKGROUND/SUMMARY OF REQUEST:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

ATTACHMENTS/EXHIBITS:

REQUIRED AUTHORIZATIONS:

N/A



Travis County Commissioners Court Agenda Request

Meeting Date: January 7, 2014

Prepared By/Phone Number: Bob Moore 854-9387

Elected/Appointed Official/Dept. Head: Commissioner Gerald Daugherty

Commissioners Court Sponsor: Commissioner Gerald Daugherty

A handwritten signature in black ink, appearing to read "Gerald Daugherty", is written in the upper right corner of the document.

AGENDA LANGUAGE: Consider and take appropriate action on the re-appointment of Art Gurley to the Emergency Services District #5 Board of Commissioners to serve immediately until December 31, 2015.

BACKGROUND/SUMMARY OF REQUEST:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

ATTACHMENTS/EXHIBITS:

REQUIRED AUTHORIZATIONS:

N/A



Travis County Commissioners Court Agenda Request

A handwritten signature in black ink, appearing to read "Gerald Daugherty", is written in the upper right corner of the page.

Meeting Date: January 7, 2014

Prepared By/Phone Number: Bob Moore 854-9387

Elected/Appointed Official/Dept. Head: Commissioner Gerald Daugherty

Commissioners Court Sponsor: Commissioner Gerald Daugherty

AGENDA LANGUAGE: Consider and take appropriate action on the re-appointment of Russ Munsch to the Emergency Services District #8 Board of Commissioners to serve immediately until December 31, 2015.

BACKGROUND/SUMMARY OF REQUEST:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

ATTACHMENTS/EXHIBITS:

REQUIRED AUTHORIZATIONS:

N/A



Travis County Commissioners Court Agenda Request

Meeting Date: January 7, 2014

Prepared By/Phone Number: Bob Moore 854-9387

Elected/Appointed Official/Dept. Head: Commissioner Gerald Daugherty

Commissioners Court Sponsor: Commissioner Gerald Daugherty

A handwritten signature in black ink, appearing to read "Gerald Daugherty", is written in the upper right corner of the page.

AGENDA LANGUAGE: Consider and take appropriate action on the re-appointment of Al Blunt to the Emergency Services District #14 Board of Commissioners to serve immediately until December 31, 2015.

BACKGROUND/SUMMARY OF REQUEST:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

ATTACHMENTS/EXHIBITS:

REQUIRED AUTHORIZATIONS:

N/A



Travis County Commissioners Court Agenda Request

A handwritten signature in black ink, appearing to read "Gerald Daugherty", is located in the upper right corner of the document.

Meeting Date: January 7, 2014

Prepared By/Phone Number: Bob Moore 854-9387

Elected/Appointed Official/Dept. Head: Commissioner Gerald Daugherty

Commissioners Court Sponsor: Commissioner Gerald Daugherty

AGENDA LANGUAGE: Consider and take appropriate action on the re-appointment of Tom Moody to the Emergency Services District #14 Board of Commissioners to serve immediately until December 31, 2015.

BACKGROUND/SUMMARY OF REQUEST:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

ATTACHMENTS/EXHIBITS:

REQUIRED AUTHORIZATIONS:

N/A



Travis County Commissioners Court Agenda Request

Gerald Daugherty

Meeting Date: January 14, 2014

Prepared By/Phone Number: Bob Moore 854-9387

Elected/Appointed Official/Dept. Head: Commissioner Gerald Daugherty

Commissioners Court Sponsor: Commissioner Gerald Daugherty

AGENDA LANGUAGE: Consider and take appropriate action on the appointment of Ken Campbell to the Emergency Services District #10 Board of Commissioners to serve immediately until December 31, 2015.

BACKGROUND/SUMMARY OF REQUEST:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

ATTACHMENTS/EXHIBITS:

REQUIRED AUTHORIZATIONS:

N/A

BURNS ANDERSON JURY & BRENNER, L.L.P.

Attorneys and Counselors of Law
A Limited Liability Partnership which includes Professional Corporations

Telephone: 512/338-5322
Facsimile: 512/338-5363
E-mail: kcampbell@bajb.com

From the Desk of
KEN CAMPBELL

December 21, 2013

VIA EMAIL: Bob.Moore@co.travis.tx.us

The Honorable Bob Moore
Chief of Staff
Commissioner Gerald Daugherty
P. O. Box 1748
Austin, Texas 78767

RE: Appointment of Ken Campbell to Travis County Emergency Services District No. 10 Board of Emergency Services Commissioners.

Dear Mr. Moore:

It was a pleasure to visit with you yesterday. Per our conversation, I am very interested in being appointed to the Board of Emergency Services Commissioners of Travis County Emergency Services District No. 10.

As you know, I was a commissioner from 1997 to 2011, and very much enjoyed my service to the residents of the District. As background, in addition to being an attorney, I am also an Assistant Chief with CE-Bar Volunteer Fire Department, and a Lieutenant with Westlake Fire Department/Travis County Emergency Services District No. 9, all of which are full-time, combination fire departments in Travis County. I am certified as an Emergency Medical Technician-Basic by the Texas Department of State Health Services and an Advanced Firefighter with the Texas State Firemen's and Firefighters' Association.

I represent approximately 90 Emergency Services Districts throughout Texas as general counsel, as well as municipalities, counties, and volunteer fire departments. I am currently the City Attorney/Prosecutor for the Village of Briarcliff, Texas and the former Deputy City Attorney/Prosecutor for the Village of Bee Cave, Texas. I am a registered lobbyist, and I represent the Texas State Association of Emergency Services District as well as various individual, governmental, and corporate clients before the Texas Legislature and various state and local agencies.

I also represent political subdivisions such as cities, counties, and other entities when they are sued, and have a vast knowledge of governmental operations, civil rights, liability issues, and immunities. I have been involved in the provision of emergency services, including fire and EMS, since 1993.

I would very much like to be appointed as a commissioner, and would greatly appreciate your and Commissioner Daugherty's consideration in this regard. I am sorry, but I do not have a resume, so I hope this correspondence will assist you in your deliberations.

If you have any questions, or require further information, please do not hesitate to call.

Sincerely,

BURNS ANDERSON JURY & BRENNER, L.L.P.

Ken Campbell
KPC/



Travis County Commissioners Court Agenda Request

Gerald Daugherty

Meeting Date: January 14, 2014

Prepared By/Phone Number: Bob Moore 854-9387

Elected/Appointed Official/Dept. Head: Commissioner Gerald Daugherty

Commissioners Court Sponsor: Commissioner Gerald Daugherty

AGENDA LANGUAGE: Consider and take appropriate action on the appointment of Lonnie Moore to the Emergency Services District #14 Board of Commissioners to serve immediately until December 31, 2015.

BACKGROUND/SUMMARY OF REQUEST:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

ATTACHMENTS/EXHIBITS:

REQUIRED AUTHORIZATIONS:

N/A

Lonnie Moore
13359 Fm 2769
Austin, Texas 78726
Home (512) 258-0892; Cell (512) 413-4306
FAX (512) 366-9656; E-mail lonnie@lonniemoore.com
December 6, 2013

Volunteer Experience

Volente Neighborhood Association – founding member and first president (beginning 1987); served multiple terms as president, secretary and as board member. Currently serve as webmaster and e-newsletter editor for the Volente eNews.

Balcones Canyonlands Conservation Plan (BCCP) Advisory Committee – 1996 – served as the landowners' representative to the committee.

Protect Lake Travis Association – board member for 15+ years; previously served as vice-president; currently serving as president and acting treasurer.

Volente VFD Auxiliary – member for 18+ years; served multiple terms as president, vice-president, and secretary. Currently serving as secretary.

Travis County Emergency Services District 14 – Originally appointed by Commissioner Sonleitner in 2002 and served continuously through March 2012. Held positions at different times of vice-president and secretary, and served as the delegate to the ESD Commissioners Council.

Work Experience

2001-Present: Pat Brown & Company - real estate broker-associate and company co-owner (residential and investment real estate)

1972-2001: 29+ years experience in telecommunications. Served in operations, sales and management in major telecom companies, including Verizon and Williams Communications.

Education

Graduated Leander High School, Leander, Texas in 1968
Attended Southwestern University, Georgetown, Texas
Multiple technical, management and real estate courses



Travis County Commissioners Court Agenda Request

A handwritten signature in black ink, appearing to read "Gerald Daugherty", is written in the upper right corner of the page.

Meeting Date: January 14, 2014

Prepared By/Phone Number: Bob Moore 854-9387

Elected/Appointed Official/Dept. Head: Commissioner Gerald Daugherty

Commissioners Court Sponsor: Commissioner Gerald Daugherty

AGENDA LANGUAGE: Consider and take appropriate action on the appointment of Steve Wilson to the Emergency Services District #09 Board of Commissioners and serve immediately until December 31, 2015.

BACKGROUND/SUMMARY OF REQUEST:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

ATTACHMENTS/EXHIBITS:

REQUIRED AUTHORIZATIONS:

N/A

Stephen E. Wilson, M. D.

Curriculum Vitae

CONTACT INFORMATION

Home Address: 100 Crestwood Court, Austin, Texas 78746
Home Phone: 512-327-2038
Cell Phone: 512-422-6794
Email: swilson2@austin.rr.com

PERSONAL INFORMATION

Date of Birth: December 29, 1953
Birthplace: Houston, Texas
Hometown: Austin, Texas
Family: Wife- Jan Stewart Wilson; daughters- Jennifer, Erin, and Sarah

EDUCATION

College: The University of Texas at Austin- 1972 to 1976
Bachelor of Arts with Honors- Biology
Phi Beta Kappa
Medical School: The University of Texas Southwestern Medical School,
Dallas, Texas- 1976 to 1980
Residency: The Department of Anesthesiology, The University of Texas Medical
Branch, Galveston, Texas- 1980 to 1983
Chief Resident- 1982 to 1983
Board Certified Anesthesiologist

EMPLOYMENT

Capitol Anesthesiology Association, 3705 Medical Parkway, Suite 570, Austin, Texas
78705; 512-454-2554
1983 to Present

POSITIONS HELD

Chief of Staff at University Medical Center Brackenridge- 2010 and 2011
Chief of Anesthesiology at University Medical Center Brackenridge- 2000 to 2008
Medical Executive Committee University Medical Center Brackenridge- 2000 to Present
Commissioner of Travis County Emergency Services District #9- 2005 to 2010

PROFESSIONAL ORGANIZATIONS

American Medical Association
Texas Medical Association
Travis County Medical Society
American Society of Anesthesiologists
Texas Society of Anesthesiologists



Travis County Commissioners Court Agenda Request

A handwritten signature in black ink, appearing to read "Gerald Daugherty", is written in the upper right corner of the document.

Meeting Date: January 14, 2014

Prepared By/Phone Number: Bob Moore 854-9387

Elected/Appointed Official/Dept. Head: Commissioner Gerald Daugherty

Commissioners Court Sponsor: Commissioner Gerald Daugherty

AGENDA LANGUAGE: Consider and take appropriate action on the appointment of Virgil Flathouse to the Emergency Services District #09 Board of Commissioners and serve immediately until December 31, 2015.

BACKGROUND/SUMMARY OF REQUEST:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

ATTACHMENTS/EXHIBITS:

REQUIRED AUTHORIZATIONS:

N/A

RESUME'

09-01-13

Virgil Edmond Flathouse
5001 Gregory Place
Austin, Texas 78746
512-417-0630 (C)
512-347-7687 (H)

ANECDOTAL: Native Texan, born in San Antonio on January 17, 1937. Educated in the public schools and earned degrees from the University of Texas at Austin, the University of California and the University of Illinois. Was a professional educator for forty-one years (teacher, superintendent, college professor, education service center executive director, and state department official (Texas Education Agency) and am now retired. Served on a school board, was a fire department commissioner, served in the Navy, and now in my spare time a shade tree mechanic, an eclectic electrician, a competent carpenter and proverbial plumber. Most important, however, is that I have been married to the same woman (Dr. Pat Flathouse) for the past forty-seven years and we have four grown (married and independent) sons and eight grandchildren.

EDUCATION:

University of Texas at Austin; BA, 1959-60
University of California; MA, 1967
University of Illinois; Ph.D., 1971

EMPLOYMENT:

Texas School for the Deaf; Houseparent and Teacher; 1961-1967
DePaul University; Chicago; Asst. Professor and Director of Institute for the Study of Exceptional Children and Adults; 1967-1969
University of Texas at Austin; Asst. Professor; Department of Special Education; 1971-1974
Texas School for the Deaf; Superintendent; 1974 – 1980
Texas Education Agency; Asst. Director of School Finance; 1980 – 1989
Education Service Center, Region 17; Lubbock, Texas; Deputy Director and Executive Director; 1989 – 1995
Texas Education Agency; Assoc. Commissioner; 1995 – 2004

ANCILLARY/COMMUNITY ACTIVITIES:

Board member; Eanes ISD; Austin, Texas; 1987-1989
Commissioner; Westlake Fire Department, ESD #9; Austin, Texas; 2008-2010
President, South Plains Association of School Business Officials; Lubbock, Texas; 1993-1994
President, G & J Water District; Austin, Texas; 1986-1989
Active in Boy Scouts, Soccer league, and other assorted community activities; e.g., official photographer during construction of new church building; consulting with school officials on school finance (pro bono), etc.

REFERENCES: Available upon request.

**TRAVIS COUNTY COMMISSIONER COURT
AGENDA REQUEST**

Please consider the following item for: Voting Session _____.

- I. A. Request made by County Auditor's Office, telephone number 854-9125.
- B. Requested text: Receive revenue and expenditure reports, and other statutorily required reports, for the month of November, 2013 from the County Auditor's Office. The reports are submitted electronically as allowed by local government code § 114.023 (a) and prescribed by the County Auditor.

C. Approved by: _____
Signature of Commissioner or Judge.

- II. A. Copies of reports emailed to Commissioners on Tuesday, January 07, 2014 .
- B. Have the agencies affected by this request been invited to attend the work session?
Yes _____ No__ X__ Please list those contacted and their phone numbers :

III. PERSONNEL:

_____ A change in your department personnel. (Reclassifications, etc.)

IV. BUDGET REQUESTS:

If your request involves any of the following, please check appropriately:

- _____ Additional funding for your department.
- _____ Transfer of funds within your department budget.
- _____ A change in your department's personnel.

The County Human Resource Management Department, and / or the Planning and Budget Office must be notified prior to the submission of this agenda request.

AGENDA REQUEST DEADLINES

All agenda requests and supporting materials must be submitted to the County Judge's Office in writing by 5 p.m. on Tuesdays for the following week's meeting.

**Travis County, Texas
Combined Balance Sheet
Governmental Fund Types
November 30, 2013
(Unaudited)**

	Governmental Fund Types				Proprietary Fund Type
	General	Special Revenue	Debt Service	Capital Projects	Internal Service
Assets:					
Pooled Cash	\$ 134,573,634	\$ 52,958,531	\$ 12,002	\$ 205,629,223	\$ 46,157,522
Investments	-	1,103,427	23,671,201	-	-
Other Receivables/Other Assets	3,848,939	2,364,017	12,872	2,017,222	3,187,230
Taxes Receivable	445,296,843	-	82,735,253	-	-
Prepaid Items	514,804	-	-	-	524,256
Capital Assets	-	-	-	-	372,909
Total Assets	<u>\$ 584,234,220</u>	<u>\$ 56,425,975</u>	<u>\$ 106,431,328</u>	<u>\$ 207,646,445</u>	<u>\$ 50,241,917</u>
Liabilities:					
Accounts Payable	\$ 6,622,221	\$ 1,527,076	\$ -	\$ 2,824,824	\$ 257,634
Other Liabilities	10,535,667	2,909,636	962,130	1,409,307	13,489,824
Deferred Revenue	447,362,340	6,129,364	82,735,253	6,455,982	-
Total Liabilities	<u>464,520,228</u>	<u>10,566,076</u>	<u>83,697,383</u>	<u>10,690,113</u>	<u>13,747,458</u>
Equity:					
Fund Balance / Retained Earnings	<u>119,713,992</u>	<u>45,859,899</u>	<u>22,733,945</u>	<u>196,956,332</u>	<u>36,494,459</u>
Total Liabilities and Fund Equity	<u>\$ 584,234,220</u>	<u>\$ 56,425,975</u>	<u>\$ 106,431,328</u>	<u>\$ 207,646,445</u>	<u>\$ 50,241,917</u>

**FY 2014 Budgeted Funds
Budget to Actual
November 30, 2013
(Unaudited)**

	Full Yr Budget	YTD Actual	Balance	*Non-Budgeted YTD Actual
General Fund				
Revenues	\$ 500,449,873	\$ 33,906,941	\$ 466,542,932	\$ -
Expenditures and encumbrances	568,788,865	135,362,640	433,426,225	-
Special Revenue				
Revenues	39,906,446	18,417,461	21,488,985	5,246,501
Expenditures and encumbrances	37,734,963	11,512,557	26,222,406	9,532,649
Debt Service				
Revenues	79,483,849	4,443,821	75,040,028	25,695
Expenditures and encumbrances	80,822,786	-	80,822,786	40
Capital Projects				
Revenues	55,010	308,136	(253,126)	193,207
Expenditures and encumbrances	180,690,998	79,212,236	101,478,762	13,443,723
Internal Service				
Revenues	66,096,181	10,171,929	55,924,252	-
Expenses	68,331,526	9,310,909	59,020,617	-

**Cash Receipts and Disbursements Statement
For the Month of November 2013**

	Beginning Balance	Receipts	Disbursements	Ending Balance
General Fund	\$ 154,360,628	\$ 77,758,194	\$ 97,545,188	\$ 134,573,634
Special Revenue Funds	53,310,436	26,131,742	26,483,647	52,958,531
Debt Service Funds	10,317	3,545,695	3,544,010	12,002
Capital Project Funds	207,075,456	1,539,008	2,985,241	205,629,223
Internal Service Funds	46,047,564	5,590,619	5,480,661	46,157,522
	<u>\$ 460,804,401</u>	<u>\$ 114,565,258</u>	<u>\$ 136,038,747</u>	<u>\$ 439,330,912</u>

**Statement of Interfund Transfers
For The Two Months Ended November 30, 2013
(Unaudited)**

FROM	TO		
County Clerk Archival Fund	General Fund	\$	7,702
General Fund	Balcones Canyonland-TNR		11,958,661
General Fund	Courthouse Security		2,381,164
General Fund	Dispute Resolution Ctr		81,665
General Fund	JJAEP(Juvenile Court)		195,431
General Fund	Professional Prosecutors		62,500
General Fund	Truancy Court		150,869
Self Insurance Fund	General Fund		25,000
Travis County Corporations	General Fund		168,713
Outstanding Bond Indebtedness		\$	646,334,735
Interest Rate Range			0.35% to 5.875%

Note: Financial Statements include blended component units.
* Includes Grants and funds in which budgetary control is outside the scope of the Commissioners' Court.

**Nicki Riley, CPA
Travis County Auditor**



Travis County Commissioners Court Agenda Request

Meeting Date: January 14, 2013
Prepared By/Phone Number: David A. Salazar, Executive Assistant
512-854-9558

Elected/Appointed Official/Dept. Head: Judge Biscoe
County Judge's Office

Commissioners Court Sponsor:

AGENDA LANGUAGE:

APPROVE PROCLAMATION FOR AUSTIN INDEPENDENT SCHOOL DISTRICT DESIGNATING THE MONTH OF FEBRUARY 2014 AS "BLACK HISTORY MONTH".

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:



Travis County Commissioners Court Agenda Request
TRAVIS COUNTY HOUSING FINANCE CORPORATION
TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION
TRAVIS COUNTY DEVELOPMENT AUTHORITY
TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION

Meeting Date: January 7, 2014

Prepared By/Phone Number: Andrea Shields, Manager/854-9116

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget/854-9106

Commissioners Court Sponsor: Samuel T. Biscoe, President

AGENDA LANGUAGE:

1. Consider and take appropriate action to approve minutes of Board of Directors meetings of September 17, September 24, October 1, October 8, November 5, December 3 and December 10, 2013.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Backup not required.

STAFF RECOMMENDATIONS: Staff recommends approval.

ISSUES AND OPPORTUNITIES: None.

FISCAL IMPACT AND SOURCE OF FUNDING: None.

REQUIRED AUTHORIZATIONS: Andrea Shields, Manager/854-9116;
Leslie Browder, County Executive, Planning and Budget/854-9106

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

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HOUSING FINANCE CORPORATION
HELD ON TUESDAY, SEPTEMBER 17, 2013**

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, September 17, 2013, at 1:37 p.m. at Travis County Commissioners' Court Room, 700 Lavaca, Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Gerald Daugherty, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary. Bruce Todd, Vice President, was absent.

1. Consider and take appropriate action to approve payment of an invoice totaling \$325.00 from the Corporation's outside financial services provider.

The Board heard from: Andrea Shields, Manager

Motion: Director Daugherty moved to approve the request.
Director Gomez seconded the motion.

Motion carried:

Director Biscoe	yes
Director Todd	absent
Director Daugherty	yes
Director Gomez	yes
Director Davis	abstaining

Staff Note: N/A

ADJOURN

The meeting was adjourned at 1:40 p.m.

Margaret Gomez, Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HOUSING FINANCE CORPORATION
TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION
TRAVIS COUNTY DEVELOPMENT AUTHORITY
TRAVIS COUNTY CULTURAL EDUCATION FACILITIES CORPORATION
HELD ON TUESDAY, SEPTEMBER 17, 2013**

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION, TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION, CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION, TRAVIS COUNTY DEVELOPMENT AUTHORITY and TRAVIS COUNTY CULTURAL EDUCATION FACILITIES CORPORATION Board of Directors was held on Tuesday, September 17, 2013, at 1:37 p.m. at Travis County Commissioners' Court Room, 700 Lavaca, Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Gerald Daugherty, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary. Bruce Todd, Vice President, was absent.

1. Consider and take appropriate action to approve payment of an invoice totaling \$325.00 from the Corporation's outside financial services provider.

The Board heard from: Andrea Shields, Manager

Motion: Director Daugherty moved to approve the request.
Director Gomez seconded the motion.

Motion carried:

Director Biscoe	yes
Director Todd	absent
Director Daugherty	yes
Director Gomez	yes
Director Davis	abstaining

Staff Note: N/A

ADJOURN

The meeting was adjourned at 1:40 p.m.

Margaret Gomez, Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HOUSING FINANCE CORPORATION
HELD ON TUESDAY, SEPTEMBER 24, 2013**

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, September 24, 2013, at 1:37 p.m. at Travis County Commissioners' Court Room, 700 Lavaca, Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Gerald Daugherty, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary. Bruce Todd, Vice President, was absent.

1. Consider and take appropriate action to approve payment of an invoice totaling \$4,294.37 from Naman Howell Smith & Lee for legal services provided to the Corporation.

The Board heard from: Andrea Shields, Manager

Motion: Director Daugherty moved to approve the request.
Director Gomez seconded the motion.

Motion carried:

Director Biscoe	yes
Director Todd	absent
Director Daugherty	yes
Director Gomez	yes
Director Davis	yes

Staff Note: N/A

ADJOURN

The meeting was adjourned at 1:40 p.m.

Margaret Gomez, Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HOUSING FINANCE CORPORATION
TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION
TRAVIS COUNTY DEVELOPMENT AUTHORITY
TRAVIS COUNTY CULTURAL EDUCATION FACILITIES CORPORATION
HELD ON TUESDAY, SEPTEMBER 24, 2013**

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION, TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION, CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION, TRAVIS COUNTY DEVELOPMENT AUTHORITY and TRAVIS COUNTY CULTURAL EDUCATION FACILITIES CORPORATION Board of Directors was held on Tuesday, September 24, 2013, at 1:37 p.m. at Travis County Commissioners' Court Room, 700 Lavaca, Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Gerald Daugherty, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary. Bruce Todd, Vice President, was absent.

1. Consider and take appropriate action to approve contract for Travis County to perform administrative, accounting and clerical services for the Travis County Corporations from October 1, 2013 to September 30, 2014.

The Board heard from: Andrea Shields, Manager

Motion: Director Daugherty moved to approve the request.
Director Gomez seconded the motion.

Motion carried:

Director Biscoe	yes
Director Todd	absent
Director Daugherty	yes
Director Gomez	yes
Director Davis	abstaining

Staff Note: N/A

2. Consider and take appropriate action to approve the Travis County Corporations' budgets for Fiscal Year 2014.

The Board heard from: Andrea Shields, Manager

Motion: Director Daugherty moved to approve the request.
Director Gomez seconded the motion.

Motion carried:

Director Biscoe	yes
Director Todd	absent

Director Daugherty	yes
Director Gomez	yes
Director Davis	abstaining

Staff Note: N/A

ADJOURN

The meeting was adjourned at 1:40 p.m.

Margaret Gomez, Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
HELD ON TUESDAY, OCTOBER 1, 2013**

A regular meeting of the TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION Board of Directors was held on Tuesday, October 1, 2013, at 12:45 p.m. at Travis County Commissioners' Court Room, 700 Lavaca, Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Bruce Todd, Vice President; Gerald Daugherty, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary.

1. Consider and take appropriate action to approve an invoice totaling \$560.00 for group exercise classes provided by the Wellness Program.

The Board heard from: Sam Biscoe, President

Motion: Director Gomez moved to approve the request.
Director Todd seconded the motion.

Motion carried:

Director Biscoe	yes
Director Todd	yes
Director Daugherty	yes
Director Gomez	yes
Director Davis	yes

Staff Note: N/A

ADJOURN

The meeting was adjourned at 12:46 p.m.

Margaret Gomez, Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HOUSING FINANCE CORPORATION
HELD ON TUESDAY, OCTOBER 8, 2013**

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, October 8, 2013, at 12:57 p.m. at Travis County Commissioners' Court Room, 700 Lavaca, Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Bruce Todd, Vice President; Gerald Daugherty, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary.

1. Consider and take appropriate action to approve two invoices totaling \$696.29 from Naman Howell Smith & Lee for legal services provided to the Corporation.

The Board heard from: Director Biscoe

Motion: Director Biscoe moved to approve the request.
Director Daugherty seconded the motion.

Motion carried:

Director Biscoe	yes
Director Todd	yes
Director Daugherty	yes
Director Gomez	yes
Director Davis	yes

Staff Note: N/A

ADJOURN

The meeting was adjourned at 12:58 p.m.

Margaret Gomez, Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
HELD ON TUESDAY, OCTOBER 8, 2013**

A regular meeting of the TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION Board of Directors was held on Tuesday, October 8, 2013, at 12:59 p.m. at Travis County Commissioners' Court Room, 700 Lavaca, Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Bruce Todd, Vice President; Gerald Daugherty, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary.

1. Consider and take appropriate action on annual Brown Santa 5K, Kids 5K, and Decker Challenge Sunday, December 8, 2013.
- 2.

The Board heard from: Sam Biscoe, President

Motion: Director Biscoe moved to approve the request.
Director Daugherty seconded the motion.

Motion carried:

Director Biscoe	yes
Director Todd	yes
Director Daugherty	yes
Director Gomez	yes
Director Davis	yes

Staff Note: N/A

ADJOURN

The meeting was adjourned at 1:00 p.m.

Margaret Gomez, Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HOUSING FINANCE CORPORATION
TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION
TRAVIS COUNTY DEVELOPMENT AUTHORITY
TRAVIS COUNTY CULTURAL EDUCATION FACILITIES CORPORATION
HELD ON TUESDAY, OCTOBER 8, 2013**

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION, TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION, CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION, TRAVIS COUNTY DEVELOPMENT AUTHORITY and TRAVIS COUNTY CULTURAL EDUCATION FACILITIES CORPORATION Board of Directors was held on Tuesday, October 8, 2013, at 1:37 p.m. at Travis County Commissioners' Court Room, 700 Lavaca, Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Bruce Todd, Vice President; Gerald Daugherty, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary.

1. Consider and take appropriate action to approve an invoice for external audit services for Fiscal Year 2013 from Atchley and Associates, LLP.

The Board heard from: Director Biscoe

Motion: Director Biscoe moved to approve the request.
Director Daugherty seconded the motion.

Motion carried:

Director Biscoe	yes
Director Todd	yes
Director Daugherty	yes
Director Gomez	yes
Director Davis	yes

Staff Note: N/A

ADJOURN

The meeting was adjourned at 1:40 p.m.

Margaret Gomez, Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HOUSING FINANCE CORPORATION
TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION
TRAVIS COUNTY DEVELOPMENT AUTHORITY
TRAVIS COUNTY CULTURAL EDUCATION FACILITIES CORPORATION
HELD ON TUESDAY, NOVEMBER 5, 2013**

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION, TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION, CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION, TRAVIS COUNTY DEVELOPMENT AUTHORITY and TRAVIS COUNTY CULTURAL EDUCATION FACILITIES CORPORATION Board of Directors was held on Tuesday, November 5 2013, at 2:50 p.m. at Travis County Commissioners' Court Room, 700 Lavaca, Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Bruce Todd, Vice President; Gerald Daugherty, Treasurer and Margaret Gomez, Secretary. Ron Davis, Assistant Secretary, was absent.

1. Consider and take appropriate action to approve a fee structure for the Corporations.

The Board heard from: Andrea Shields, Manager

Motion: Director Biscoe moved to approve the request.
Director Daugherty seconded the motion.

Motion carried:

Director Biscoe	yes
Director Todd	yes
Director Daugherty	yes
Director Gomez	yes
Director Davis	absent

Staff Note: N/A

2. Consider and take appropriate action to approve a check approval form of budget expenses.

The Board heard from: Director Biscoe

Motion: Director Biscoe moved to approve the request.
Director Todd seconded the motion.

Motion carried:

Director Biscoe	yes
Director Todd	yes
Director Daugherty	yes

Director Gomez	yes
Director Davis	yes

Staff Note: N/A

ADJOURN

The meeting was adjourned at 2:53p.m.

Margaret Gomez, Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HOUSING FINANCE CORPORATION
HELD ON TUESDAY, DECEMBER 3, 2013**

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, December 3, 2013, at 12:20 p.m. at Travis County Commissioners' Court Room, 700 Lavaca, Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Bruce Todd, Vice President; Gerald Daugherty, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary.

1. Consider and take appropriate action regarding the adoption of a resolution, approval of agreement to issue bonds and to file carryforward application with the Texas Bond Review Board for issuance of bonds to finance residential development for Pedcor Investments for the Parmer Place Apartments.

The Board heard from: Andrea Shields, Manager and Cliff Blount, Issuer Counsel

Motion: Director Biscoe moved to approve the request.
Director Gomez seconded the motion.

Motion carried:

Director Biscoe	yes
Director Todd	yes
Director Daugherty	yes
Director Gomez	yes
Director Davis	yes

Staff Note: N/A

2. Consider and take appropriate action regarding the adoption of a resolution, approval of agreement to issue bonds and to file carryforward application with the Texas Bond Review Board for issuance of bonds to finance residential development for Pedcor Investments for the William Cannon Apartments.

The Board heard from: Andrea Shields, Manager and Cliff Blount, Issuer Counsel

Motion: Director Biscoe moved to approve the request.
Director Daugherty seconded the motion.

Motion carried:

Director Biscoe	yes
Director Todd	yes
Director Daugherty	yes
Director Gomez	yes
Director Davis	yes

Staff Note: N/A

3. Consider and take appropriate action regarding the adoption of an initial resolution, approval of agreement to issue bonds and to file application with the Texas Bond Review Board for issuance of bonds to finance residential development for Timbers Clayton 104 Apartments, L.P. for the Timbers Apartments.

The Board heard from: Andrea Shields, Manager and Cliff Blount, Issuer
Counsel

Motion: Director Biscoe moved to approve the request.
Director Todd seconded the motion.

Motion carried:

Director Biscoe	yes
Director Todd	yes
Director Daugherty	yes
Director Gomez	yes
Director Davis	yes

Staff Note: N/A

ADJOURN

The meeting was adjourned at 12:26 p.m.

Margaret Gomez, Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HOUSING FINANCE CORPORATION
TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION
TRAVIS COUNTY DEVELOPMENT AUTHORITY
TRAVIS COUNTY CULTURAL EDUCATION FACILITIES CORPORATION
HELD ON TUESDAY, DECEMBER 3, 2013**

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION, TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION, CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION, TRAVIS COUNTY DEVELOPMENT AUTHORITY and TRAVIS COUNTY CULTURAL EDUCATION FACILITIES CORPORATION Board of Directors was held on Tuesday, December 3 2013, at 12:26 p.m. at Travis County Commissioners' Court Room, 700 Lavaca, Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Bruce Todd, Vice President; Gerald Daugherty, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary.

1. Consider and take appropriate action to renew a contract between the Travis County Corporations and an outside financial services provider.

The Board heard from: Andrea Shields, Manager

Motion: Director Biscoe moved to approve the request.
Director Daugherty seconded the motion.

Motion carried:

Director Biscoe	yes
Director Todd	yes
Director Daugherty	yes
Director Gomez	yes
Director Davis	yes

Staff Note: N/A

ADJOURN

The meeting was adjourned at 12:28 p.m.

Margaret Gomez, Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HOUSING FINANCE CORPORATION
HELD ON TUESDAY, DECEMBER 10, 2013**

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, December 10, 2013, at 2:37 p.m. at Travis County Commissioners' Court Room, 700 Lavaca, Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Bruce Todd, Vice President; Gerald Daugherty, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary.

1. Consider and take appropriate action on request to approve Memorandum of Understanding between Travis County and the Travis County Housing Finance Corporation for contract administrative services for a tenant based rental assistance reservation system participation program.

The Board heard from: Andrea Shields, Manager

Motion: Director Biscoe moved to approve the request.
Director Gomez seconded the motion.

Motion carried:

Director Biscoe	yes
Director Todd	yes
Director Daugherty	yes
Director Gomez	yes
Director Davis	yes

Staff Note: N/A

2. Consider and take appropriate action regarding the adoption of a resolution, approval of agreement to issue bonds and to file carryforward application with the Texas Bond Review Board for issuance of bonds to finance residential development for Timbers Clayton 104 Apartments, L.P. for the Timbers Apartments.

The Board heard from: Andrea Shields, Manager and Cliff Blount, Issuer Counsel

Motion: Director Davis moved to approve the request.
Director Gomez seconded the motion.

Motion carried:

Director Biscoe	yes
Director Todd	yes
Director Daugherty	yes
Director Gomez	yes
Director Davis	yes

Staff Note: N/A

ADJOURN

The meeting was adjourned at 2:40 p.m.

Margaret Gomez, Secretary