



Travis County Commissioners Court Agenda Request

Meeting Date: March 4, 2014

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

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 Davis, Precinct One

AGENDA LANGUAGE: Receive comments regarding the total plat vacation of the Villages of Hidden Lake Phase 6A (90 single-family lots - Silent Harbor Loop - water and wastewater provided by the City of Pflugerville) in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

The Villages of Hidden Lake Phase 6A consists of 90 single-family lots and 3,596 linear feet of roadway approved by Commissioners Court on April 3, 2007. The applicant now wishes to vacate this plat and replat the property into two smaller phases. The application for the Villages of Hidden Lake Phase 6A-1 is currently in review. A sign was posted on the property with the date and location of the hearing.

STAFF RECOMMENDATIONS:

This application was approved by the City of Pflugerville on February 3, 2014 and meets Travis County standards and is recommended by TNR staff.

ISSUES AND OPPORTUNITIES:

Staff received one phone call regarding the project from a neighbor who saw the sign and did not have any comments about the vacation and replat.

FISCAL IMPACT AND SOURCE OF FUNDING:

None

ATTACHMENTS/EXHIBITS:

Location Map, Original Plat, Precinct Map, Sign

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	TNR	(512) 854-7561

	Planning		

CC:

Sarah Sumner	Planner	TNR	(512) 854-7687

SS:AB:ss

1101 - Development Services Long Range Planning - Villages of Hidden Lake 6A Vacation



Travis County Commissioners Court Agenda Request

Meeting Date:

March 4, 2014

Prepared By/Phone Number:

Juanita Jackson/854-4467

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:

Approve Resolution Recognizing The Month Of March 2014 As "Professional Social Work Month" In Travis County.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Naming March 2014 as "Professional Social Work Month" in Travis County provides opportunity to recognize and thank the work of Social Workers through Travis County. Social Workers work for the County in positions in the Courts, Health and Human Services, Juvenile Justice, Adult Probation and other departments. The University of Texas at Austin School of Social Work is one of the top ranked Social Work programs in the country. The social work profession has been instrumental in achieving civil rights and human rights advances in the United States and across the globe for more than a century. The primary mission of social work is to enhance human well-being and help meet the basic needs of all people, especially the most vulnerable. Travis County Commissioners Court has issued Social Work month proclamations in past years and recognized Social Workers who are employees.

ISSUES AND OPPORTUNITIES:

None.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

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
Patty Lennon, Financial Analyst, Travis County Auditor's 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 Commissioners Court



Proclamation

TRAVIS COUNTY SOCIAL WORK MONTH 2014 PROCLAMATION

WHEREAS, Social Workers strive to act as positive change agents who dedicate their careers to empowering people to restore their lives through individual and community growth efforts. The principal aim of Social Work Practice is to enhance human welfare and aid individuals in meeting their basic needs, specifically focusing on populations who are most vulnerable.

WHEREAS, Social Workers influence a plethora of private and public organizations and human service systems. These agencies range from hospices and hospitals, schools and clinics, to businesses and corporations, military units, elected offices, community collaborations and foundations.

WHEREAS, Social Workers are advocates for access, equality and fairness in the allocation and utilization of resources and social services. The Social Work profession was established more than 100 years ago with the intent to provide a catalyst for Americans to overcome poverty, illness, addiction, abuse, discrimination and other adversities.

WHEREAS, the Social Work profession works to stimulate system level change with the intent of promoting the wellbeing of our communities as a whole.

WHEREAS, Schools of Social Work provide training and educational experiences that cultivate professionals who value the importance of leadership and service. Social Workers strengthen communities, expand opportunities, and work to facilitate humanitarian policy and legislative changes with the objective of improving the lives of everyone.

WHEREAS, every day Social Workers uphold the ethical principles outlined by the National Association of Social Workers in order to provide the highest quality of service and support for their clients.

NOW, THEREFORE, BE IT PROCLAIMED BY THE TRAVIS COUNTY COMMISSIONERS COURT THAT THE MONTH OF MARCH 2014 BE OBSERVED AS PROFESSIONAL SOCIAL WORK MONTH IN TRAVIS COUNTY. TRAVIS COUNTY RESIDENTS ARE URGED TO RECOGNIZE PROFESSIONAL SOCIAL WORKERS AND THEIR COMMITMENT AND DEDICATIONS TO INDIVIDUALS, FAMILIES, AND COMMUNITIES.

SIGNED AND ENTERED THIS 4TH DAY OF MARCH, 2014.

SAMUEL T. BISCOE
COUNTY JUDGE

RON DAVIS
COMMISSIONER, PRECINCT 1

BRUCE TODD
COMMISSIONER, PRECINCT 2

GERALD DAUGHERTY
COMMISSIONER, PRECINCT 3

MARGARET J. GÓMEZ
COMMISSIONER, PRECINCT 4



Travis County Commissioners Court Agenda Request

Meeting Date: March 3, 2014

Prepared By/Phone Number: Jessica Sammons, 854-9759

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

Commissioners Court Sponsor: Judge Sam Biscoe

AGENDA LANGUAGE:

Approve Resolution honoring Major Phyllis J. Clair on her retirement from the Travis County Sheriff's Office after 33 years of service.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached resolution

STAFF RECOMMENDATIONS:

Travis County Sheriff's Office recommends approval.

ISSUES AND OPPORTUNITIES:

None

FISCAL IMPACT AND SOURCE OF FUNDING:

None

REQUIRED AUTHORIZATIONS:

Resolution

WHEREAS PHYLLIS J. CLAIR honorably served the Travis County Sheriff's Office with distinction for over thirty-three (33) years;

WHEREAS PHYLLIS J. CLAIR is a graduate of Southwest Texas State University with a degree in criminal justice and began her career with Travis County Sheriff's Office in 1980;

WHEREAS PHYLLIS J. CLAIR has served in both corrections and patrol, promoting through the ranks, including being the first sergeant of Internal Affairs and the first female to be selected for the position of Major of the Law Enforcement Bureau;

WHEREAS PHYLLIS J. CLAIR holds a Master Jailer and Master Peace Officer License;

WHEREAS PHYLLIS J. CLAIR has served the citizens of Travis county by serving on the Criminal Justice Advisory Council, mentoring female employees of TCSO and the TCSO Explorer Post;

WHEREAS PHYLLIS J. CLAIR is guided by a strong moral compass, ethics and the desire to "do the right thing" even when it is painful;

WHEREAS PHYLLIS J. CLAIR is a dedicated mother, friend, confidant and avid racquetball player;

WHEREAS the command staff of the Travis County Sheriff's Office and it's employees and members of the community and all those who has the pleasure of having known and worked with PHYLLIS J. CLAIR declare and state with sincerity that we are all better people for our relationships that were developed over the years with her; and

NOW THEREFORE, BE IT RESOLVED, that we, the Commissioners Court of Travis County, do hereby extend our appreciation to Phyllis J. Clair for her dedicated service to Travis County and congratulations on her retirement.

Sign and entered this 4th day of March, 2014.

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: March 4, 2014

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

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 Davis, Precinct One

AGENDA LANGUAGE: Consider and take appropriate action the total plat vacation of the Villages of Hidden Lake Phase 6A (90 single-family lots - Silent Harbor Loop - water and wastewater provided by the City of Pflugerville) in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

The Villages of Hidden Lake Phase 6A consists of 90 single-family lots and 3,596 linear feet of roadway approved by Commissioners Court on April 3, 2007. The applicant now wishes to vacate this plat and re-plat the property into two smaller phases. The application for the Villages of Hidden Lake Phase 6A-1 is currently in review. A sign was posted on the property with the date and location of the hearing.

STAFF RECOMMENDATIONS:

This application was approved by the City of Pflugerville on February 3, 2014 and meets Travis County standards and is recommended by TNR.

ISSUES AND OPPORTUNITIES:

Staff received one phone call regarding the project from a neighbor who saw the sign and did not have any comments about the vacation and re-plat.

FISCAL IMPACT AND SOURCE OF FUNDING:

None

ATTACHMENTS/EXHIBITS:

Location Map, Original Plat, Vacation Document, Precinct Map, Sign

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	TNR	(512) 854-7561

	Planning		

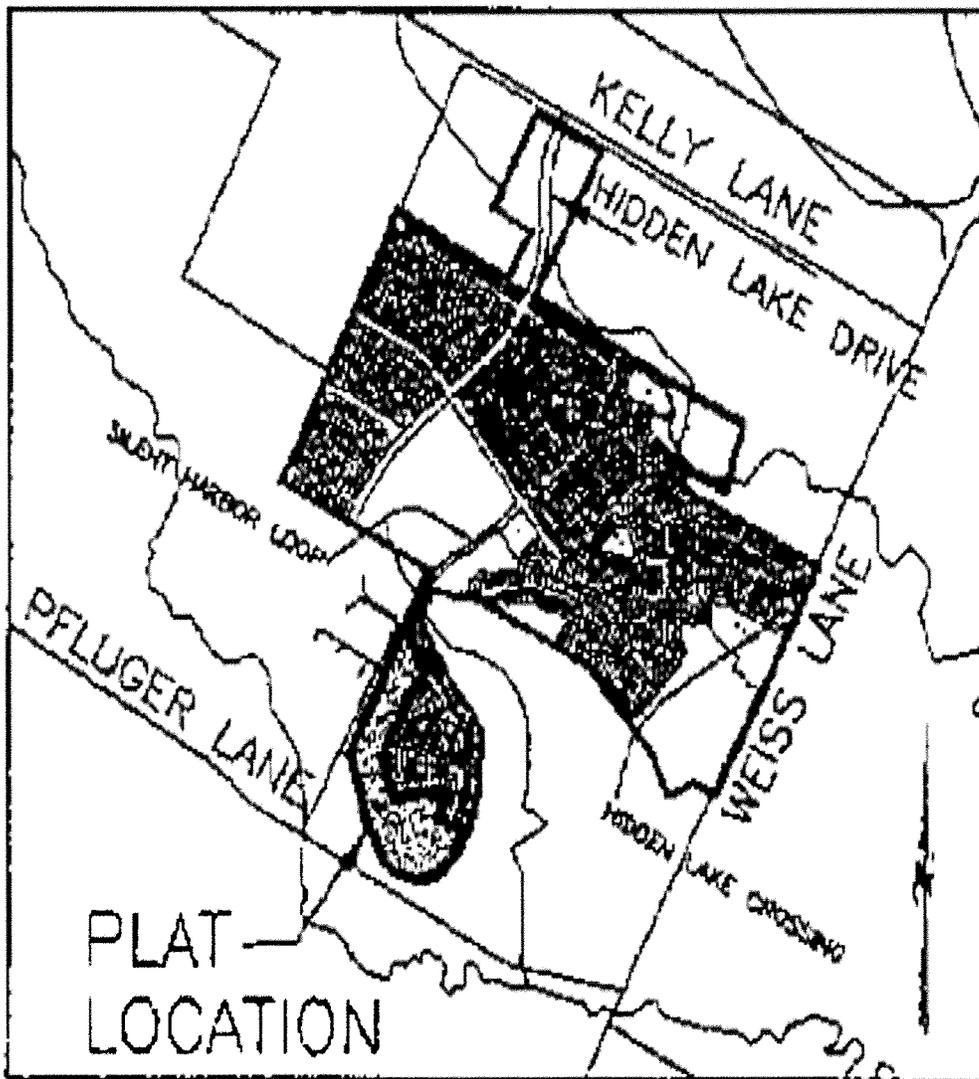
CC:

Sarah Sumner	Planner	TNR	(512) 854-7687

SS:AB:ss

1101 - Development Services Long Range Planning - Villages of Hidden Lake 6A Vacation

Villages of Hidden Lake Phase 6A Vacation Location Map



VICINITY MAP
N.T.S.

VACATION INSTRUMENT

TOTAL VACATION OF THE VILLAGES OF HIDDEN LAKE PHASE 6A

THE STATE OF TEXAS

COUNTY OF TRAVIS

WHEREAS BLD VOHL 6A-1, LLC, a Texas Limited Liability Corporation and BLD VOHL 6A-2, LLC, a Texas Limited Liability Corporation ("Proprietors") are the owners of all the real property included in The Villages of Hidden Lake Phase 6A , a subdivision located in Travis County, Texas, and within the Extraterritorial Jurisdiction of the City of Pflugerville, Texas ("City"), of which is recorded in Document #200700105 of the Official Public Records of Travis County, Texas (the "Plat"), and

WHEREAS, Proprietors now wish to vacate the Plat in accordance with the procedures set forth in Section 212.013 of the Texas Local Government Code

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS: That Proprietors do hereby declare that, subject to the approval by the City's Planning and Zoning Commission and Travis County Commissioners Court, the plat is vacated.

EXECUTED this 6th day of February, 2014.

PROPRIETORS:

BLD VOHL 6A-1, LLC
BLD VOHL 6A-2, LLC

By: [Signature]
James Dorney
President

THE STATE OF TEXAS

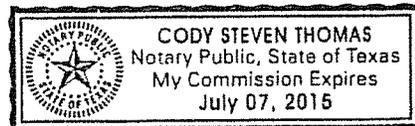
COUNTY OF TRAVIS

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

Given under my hand and seal of office, this the 6th day of FEBRUARY, 2013.

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

My Commission Expires: 7/7/15



Approval of Plat Vacation

BE IT KNOWN, that on the 3 day of February 2014, the City of Pflugerville Planning and Zoning Commission, at its regular meeting, did approve the total vacation of the subdivision known as The Villages of Hidden Lake Phase 6A, a subdivision located in Travis County, Texas, and within the Extraterritorial Jurisdiction of the City of Pflugerville, which is recorded in 200700105 of the Official Public Records of Travis County, Texas, upon application therefore by all of the owners of all of the lots in said subdivision.

EXECUTED, this 3rd day of February, 2014.

RA Black

Chair
City of Pflugerville

ATTEST:

Karen Thompson

City Secretary
City of Pflugerville

STATE OF TEXAS

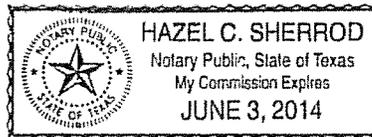
COUNTY OF TRAVIS

Before me, the undersigned authority, a Notary Public for the State of Texas, on this day personally appeared Ratney Black known to me to be the person whose name is subscribed to in the foregoing instrument of writing as Chair of the Planning and Zoning Commission of the City of Pflugerville, Texas, a municipal corporation, and acknowledged to me that the Chair executed the same for the purpose and consideration therein expressed and in capacity therein stated.

Given under my hand and seal of office, this the 3 day of February, 2014.

Hazel C. Sherrod
Notary Public in and for the State of Texas

My Commission Expires: 6/3/2014



STATE OF TEXAS

COUNTY OF TRAVIS

On _____, 20 _____, the Travis County Commissioners Court approved the cancellation of the subdivision known as The Villages of Hidden Lake Phase 6A, as described above.

EXECUTED, this _____ day of _____, 20 _____.

Dana Debeauvoir, County Clerk
Travis County, Texas

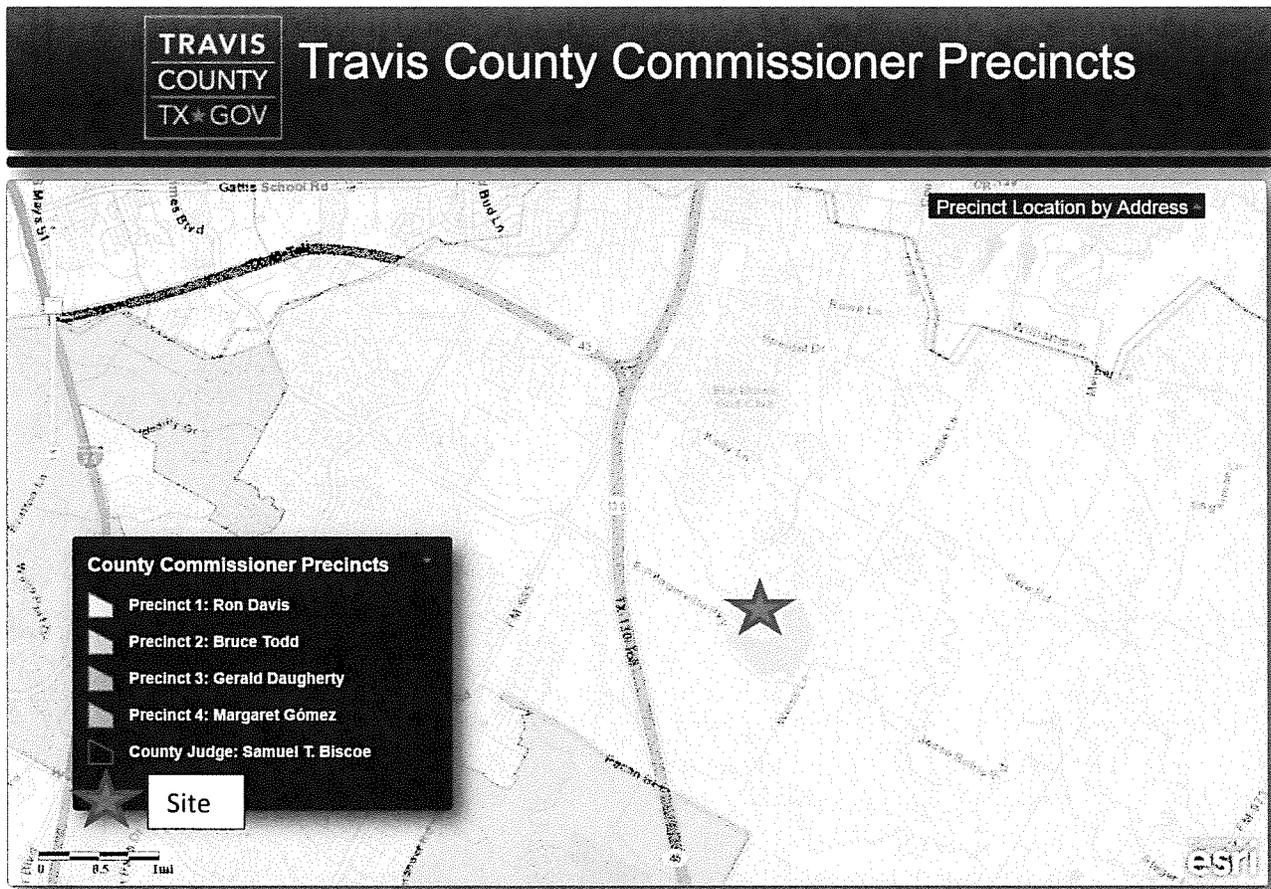
By: _____
Deputy

After Recording Return to:
Travis County TNR
Attention: Sarah Sumner
Inter Office Mail

Villages of Hidden Lake

Phase 6A Vacation

Precinct Map





TRANSPORTATION AND NATURAL RESOURCES

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

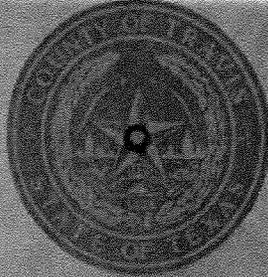
AFFIDAVIT OF POSTING

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

A Public Notice of Plat Vacation sign was posted on January 31, 2014, at the intersection of Silent Harbor Loop before Misty Harbor Drive at a point as near as practical to the area being revised, and was also posted at the Travis County Courthouse.

CERTIFIED THIS THE 31 DAY OF January, 2014.

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



NOTICE OF PUBLIC HEARING

MARCH 4, 2014 AT 9:00 AM

PLAT VACATION
VILLAGES OF
HIDDEN LAKE
PHASE 6A
PRECINCT 1

AT THE TRAVIS COUNTY
COMMISSIONERS COURTROOM
700 LAVACA (FIRST FLOOR)
AUSTIN, TX 78701

FOR MORE INFORMATION CALL 512-854-7687

5-1
**NOTICE OF
PUBLIC HEARING**
MARCH 20, 2014 AT 5:00 PM
BY: WALTER
T. HARRIS, JR.
PLANNING
COMMISSIONER

AT THE TRANS-COUNTY
COMMISSIONS COURTHOUSE
700 AUSTIN, TX 78701
(714) 692-8200 (TOLL FREE)





Travis County Commissioners Court Agenda Request

Meeting Date: March 4, 2014

Prepared By: Tim Pautsch, Engineering Specialist **Phone #:** (512) 854-7689

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

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

Sponsoring Court Member: Commissioner Davis, Precinct One

AGENDA LANGUAGE: Consider and take appropriate action on a Cash Security Agreement with Highland Homes, LTD-Austin, for sidewalk fiscal for Commons At Rowe Lane Phase 3B for Lot 3 Block FF, in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

The form of the Cash Security Agreement is from the Standards for Construction of Streets and Drainage in Subdivisions that were in place before August 28, 1997.

STAFF RECOMMENDATIONS:

Highland Homes, LTD-Austin, proposed to use this Cash Security Agreement, as follows: Phase 3B for Lot 3 Block FF, \$780.00, to post sidewalk fiscal where the sidewalks have not been completed in this subdivision.

ISSUES AND OPPORTUNITIES:

None

FISCAL IMPACT AND SOURCE OF FUNDING:

There are no budgetary and/or fiscal impacts as this is fiscal posted for a development.

ATTACHMENTS/EXHIBITS:

- Cash Security Agreement
- Map of lot

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 Long Range Planning	TNR	(512) 854-7561
Stacey Scheffel	Permits Program Manager	TNR	(512) 854-7565

CC:

Tim Pautsch	Engineering Specialist	TNR	(512) 854-7689

TP:AB:tp

1101 - Development Services Long Range Planning - Commons At Rowe Lane Ph 3B

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: Gehan Homes

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 790.00 ✓ # 003/2206

ADDRESS: 2609 Windy Vane Drive LOT: 3 BLOCK: FF

SUBDIVISION: Commons at Rowe Lane 3B

DATE OF POSTING: The 4 Day of February, 2014

EXPIRATION DATE: Three Years, or more from Date of Posting

The ESCROW AGENT shall duly honor all drafts drawn and presented in accordance with this Agreement. Travis County may draw on the account of the DEVELOPER/BUILDER up to the aggregate AMOUNT OF SECURITY upon presentation of a draft signed by the County Judge that the following condition exists:

The county considers such a drawing on this Security necessary to complete all or part of the SUBDIVISION Sidewalks to ADA and Texas Accessibility Standards. No further substantiation of the necessity of the draw is required by this Agreement.

This Agreement is conditioned on the performance of the duties of the DEVELOPER/BUILDER to provide for the construction and completion of the Sidewalk Improvements in the SUBDIVISION to current Travis County Standards for Construction of Streets and Drainage in Subdivisions (the "Standards"), so that the Sidewalk Improvements are performing to the Standards upon the approval of the construction of the Sidewalk Improvements, and the acceptance of the Sidewalk Improvements by the Executive Manager of TNR or his designated representative. The DEVELOPER/ BUILDER shall prove that the sidewalk is built to Texas Accessibility Standards by submitting an approved inspection letter from a Registered Accessibility Specialist.

If this document needs to be renewed, it will be renewed at the then current rate for Sidewalks required by Travis County. In no case shall the amount of Security be less that the amount it would cost the County to complete the work if it becomes necessary.

Partial drafts and reductions in the amount of Security are permitted. Drafts will be honored within five calendar days of presentment. In lieu of drawing on the Security, the County, in its discretion, may accept a substitute Security in the then current amount of the estimated cost of constructing the Improvements. This Agreement may be revoked only by written consent of the DEVELOPER/BUILDER and the County.

Cash Security Agreement - Sidewalks

Page 2

DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY: Gehan Homes

3815 S Capital of TX Hwy #275

PRINT: Nina Lozano

Austin Texas 78704

TITLE: Purchasing Coordinator

PHONE: 512-330-9366 x4219

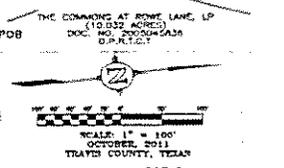
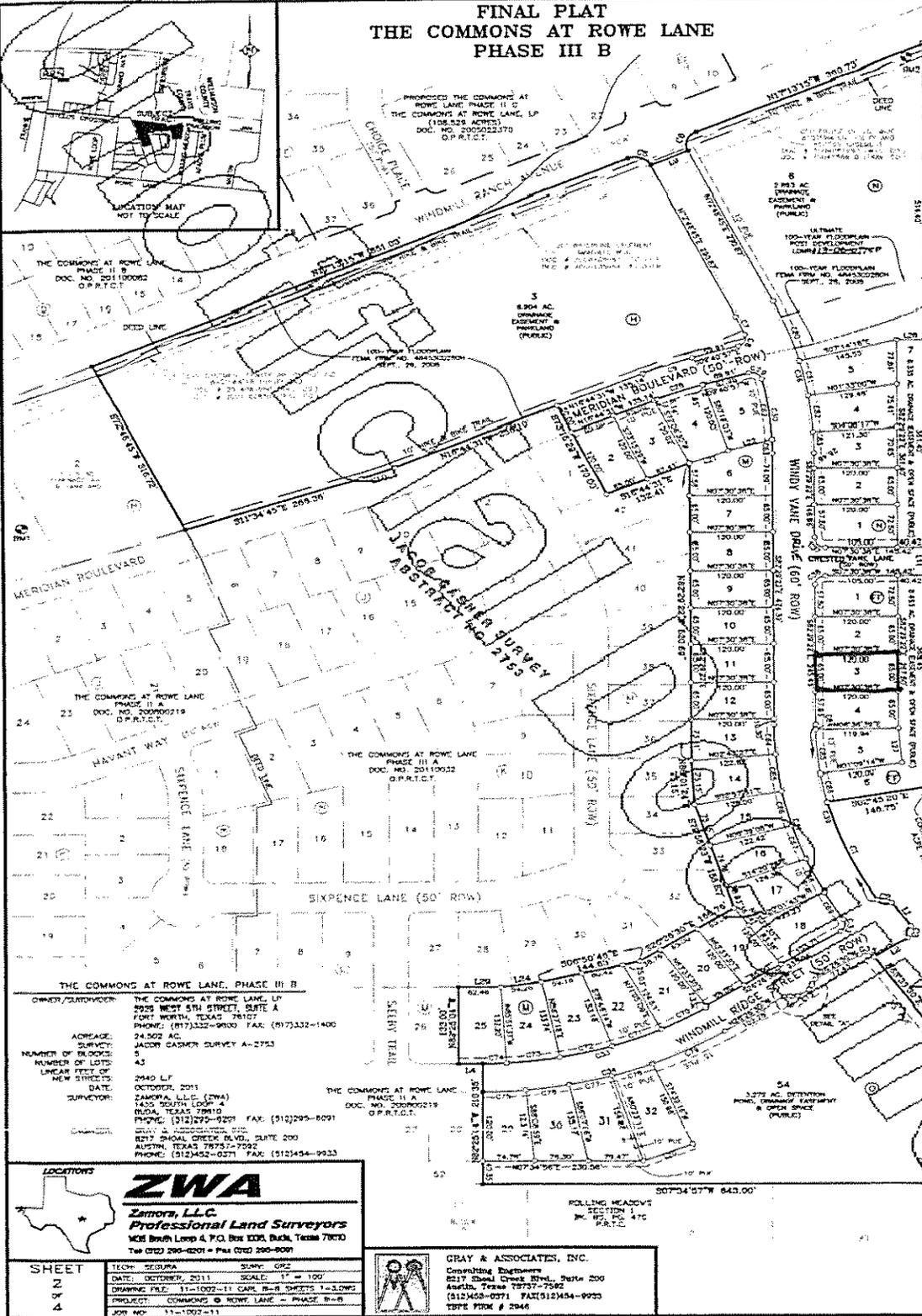
APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____

Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

Date

FINAL PLAT THE COMMONS AT ROWE LANE PHASE III B



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

BENCHMARK DATA

BM#1: COTTON SPINDLE SET IN THE SOUTHWEST CORNER OF A 1ST LINE OAK, APPROX. 700' NORTH OF INTERSECTION OF WHINNELL RANCH AVE. & COMMONS PARKWAY.
NORTHING = 10,153.70 ± 15
EASTING = 1,187,197.51
ELEV. = 887.87

BM#2: ARROW MARK IN CONCRETE ON NORTH EDGE OF WATERWATER MANHOLE LP.
NORTHING = 10,154,150.43
EASTING = 1,187,257.75
ELEV. = 895.10

ROLLING HILLS
BOOK 75, PAGE 277
P.R.T.C.T.

LAND USE

SINGLE FAMILY LOTS = 38
DRAINAGE EASE & PARKLAND LOTS = 2
DRAINAGE EASE & OPEN SPACE LOTS = 2
DEFLECTION FROM DRAINAGE EASE & OPEN SPACE LOTS = 1

CLIMATE DENSITY CALCULATIONS

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

ACREAGE	ACRES
BLOCK H	6,904 AC.
BLOCK M	4,874 AC.
BLOCK N	4,228 AC.
BLOCK O	3,243 AC.
BLOCK P	1,292 AC.
RIGHT-OF-WAY	2,243 AC.
TOTAL ACREAGE	24,880 AC.

STREET	ROW	ROW	ROW
WHINNELL DRIVE	60'	ROW	1044'
WHINNELL RIDGE STREET	60'	ROW	1081'
WHINNELL BOULEVARD	90'	ROW	2211'
DRYDICK DRIVE	60'	ROW	1001'
TOTAL			2840 LF.

COMMONS AT ROWE LANE, LP
DOC. NO. 2002/250045
O.P.R.T.C.T.

THE COMMONS AT ROWE LANE, PHASE III B
OWNER/SUBDIVIDER: THE COMMONS AT ROWE LANE, LP
5925 WEST 5TH STREET, SUITE A
FORT WORTH, TEXAS 76117
PHONE: (817)332-9900 FAX: (817)332-1400

ADREAGE: 24,502 AC.
SURVEY: JACOB CASHOR SURVEY A-2753
NUMBER OF BLOCKS: 5
NUMBER OF LOTS: 43
LINEAR FEET OF NEW STREETS: 2940 LF.
DATE: OCTOBER, 2011
SURVEYOR: ZAMORA, L.L.C. (ZWA)
1435 SOUTH LOOP 4
IRVING, TEXAS 75010
PHONE: (972)295-9297 FAX: (972)295-8091

ZWA
Zamora, L.L.C.
Professional Land Surveyors
1001 South Loop 4, P.O. Box 1000, Dallas, Texas 75201
Tel (972) 295-9297 • Fax (972) 295-8091

SHEET 2 OF 4	TECH: SEGLORA DATE: OCTOBER, 2011 DRAWING FILE: 11-1002-11 CARL R-SH2725 1-3.DWG PROJECT: COMMONS @ ROWE LANE - PHASE III-B JOB NO.: 11-1002-11	SURV: GRZ SCALE: 1" = 100' CONVERTING ENGINEER: GRAY & ASSOCIATES, INC. 8217 Shell Creek Blvd., Suite 200 Austin, Texas 78737-7562 (512)452-0771 FAX:(512)454-9923 TYPE PERM # 2946
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Travis County Commissioners Court Agenda Request

Meeting Date: March 4, 2014

Prepared By: Tim Pautsch, Engineering Specialist **Phone #:** (512) 854-7689

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

Carol B. Spigel for

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

Sponsoring Court Member: Commissioner Davis, Precinct One

AGENDA LANGUAGE: Consider and take appropriate action on a Cash Security Agreement with Highland Homes, LTD-Austin, for sidewalk fiscal for Commons At Rowe Lane Phase 3B for Lot 5 Block FF, in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

The form of the Cash Security Agreement is from the Standards for Construction of Streets and Drainage in Subdivisions that were in place before August 28, 1997.

STAFF RECOMMENDATIONS:

Highland Homes, LTD-Austin, proposed to use this Cash Security Agreement, as follows: Phase 3B for Lot 5 Block FF, \$927.00, to post sidewalk fiscal where the sidewalks have not been completed in this subdivision.

ISSUES AND OPPORTUNITIES:

None

FISCAL IMPACT AND SOURCE OF FUNDING:

There are no budgetary and/or fiscal impacts as this is fiscal posted for a development.

ATTACHMENTS/EXHIBITS:

- Cash Security Agreement
- Map of lot

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 Long Range Planning	TNR	(512) 854-7561
Stacey Scheffel	Permits Program Manager	TNR	(512) 854-7565

	Floodplain Administrator		

CC:

Tim Pautsch	Engineering Specialist	TNR	(512) 854-7689

TP:AB:tp

1101 - Development Services Long Range Planning - Commons At Rowe Lane Ph 3B

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: Gehan Homes

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 927.00 ✓ # 311380

ADDRESS: 2616 Windy Vane Drive LOT: 5 BLOCK: FF

SUBDIVISION: ~~Avalon~~ Commons @ Row Ln 3B

DATE OF POSTING: The 27th Day of JANUARY, 2014

EXPIRATION DATE: Three Years, or more from Date of Posting

The ESCROW AGENT shall duly honor all drafts drawn and presented in accordance with this Agreement. Travis County may draw on the account of the DEVELOPER/BUILDER up to the aggregate AMOUNT OF SECURITY upon presentation of a draft signed by the County Judge that the following condition exists:

The county considers such a drawing on this Security necessary to complete all or part of the SUBDIVISION Sidewalks to ADA and Texas Accessibility Standards. No further substantiation of the necessity of the draw is required by this Agreement.

This Agreement is conditioned on the performance of the duties of the DEVELOPER/BUILDER to provide for the construction and completion of the Sidewalk Improvements in the SUBDIVISION to current Travis County Standards for Construction of Streets and Drainage in Subdivisions (the "Standards"), so that the Sidewalk Improvements are performing to the Standards upon the approval of the construction of the Sidewalk Improvements, and the acceptance of the Sidewalk Improvements by the Executive Manager of TNR or his designated representative. The DEVELOPER/ BUILDER shall prove that the sidewalk is built to Texas Accessibility Standards by submitting an approved inspection letter from a Registered Accessibility Specialist.

If this document needs to be renewed, it will be renewed at the then current rate for Sidewalks required by Travis County. In no case shall the amount of Security be less that the amount it would cost the County to complete the work if it becomes necessary.

Partial drafts and reductions in the amount of Security are permitted. Drafts will be honored within five calendar days of presentment. In lieu of drawing on the Security, the County, in its discretion, may accept a substitute Security in the then current amount of the estimated cost of constructing the Improvements. This Agreement may be revoked only by written consent of the DEVELOPER/BUILDER and the County.

Cash Security Agreement - Sidewalks

Page 2

DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY: 

Gehan Homes

PRINT: Dawn Doming

3815 S Capital of Texas Hwy #275

TITLE: Purchasing Coordinator

Austin TX 78704

PHONE: 512 330 9366 X4217

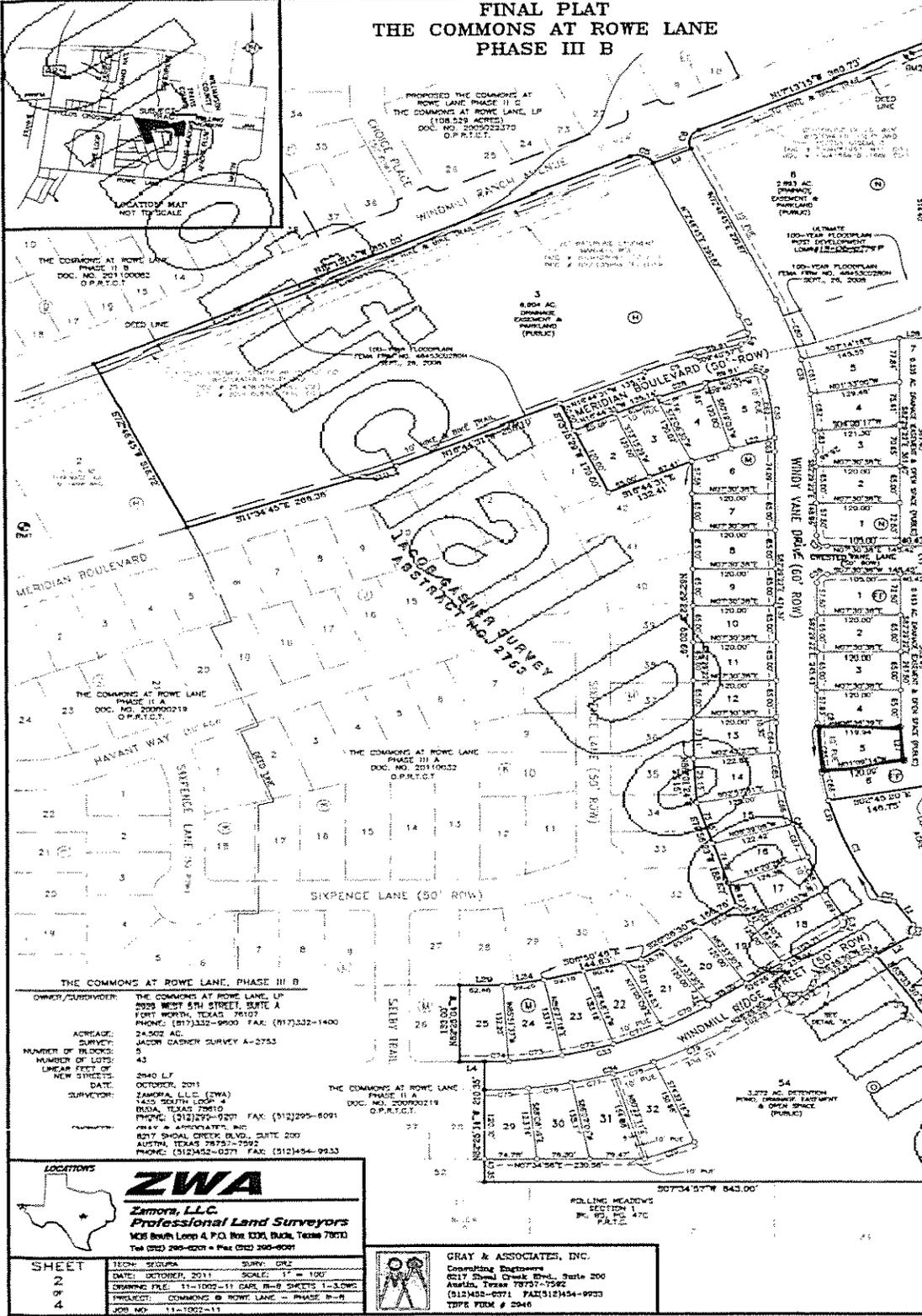
APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____

Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

Date

FINAL PLAT THE COMMONS AT ROWE LANE PHASE III B



THE COMMONS AT ROWE LANE, LP
DOC. NO. 201100002
O.P.R.T.C.T.

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

LEGEND

- 1/2" IRON ROD FOUND
- 1/2" IRON ROD WITH CAP SET
- CONCRETE MONUMENT SET
- BENCHMARK
- 4" SIDEWALK
- ROW RIGHT-OF-WAY
- BL BUILDING SETBACK LINE
- SF SQUARE FEET
- POB POINT OF BEGINNING
- P.U.E PUBLIC UTILITY EASEMENT
- BLOCK LETTER
- R.P.R.T.C.T. REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
- P.R.T.C.T. PLAT RECORDS TRAVIS COUNTY, TEXAS

BENCHMARK DATA

BM#1: BOTTOM SPINDLE SET IN THE NORTHWEST CORNER OF A 13' WIDE OAK APPROX. 700' NORTH OF INTERSECTION OF WINDMILL RANCH AVE. & COMMONS PARKWAY.
NORTHING= 10,152,756.13
EASTING= 3,107,197.51
ELEV.= 897.87

BM#2: ARROW MARK IN CONCRETE ON NORTH EDGE OF WATERWATER WINDMILL LP APPROX. 700' NORTH OF INTERSECTION OF WINDMILL RANCH AVE. & COMMONS PARKWAY.
NORTHING= 10,154,130.49
EASTING= 3,108,237.76
ELEV.= 895.10

ROLLING HILLS
BOOK 75, PAGE 277
P.R.T.C.T.

CRESTED VANE LANE
BOOK 75, PAGE 277
P.R.T.C.T.

LAND USE

SINGLE FAMILY LOTS= 38
DRAINAGE ESMY & PARKLAND LOTS= 2
DRAINAGE ESMY & OPEN SPACE LOTS= 2
DETENTION POND, DRAINAGE ESMY & OPEN SPACE LOTS= 1

AGGREGATE DENSITY CALCULATIONS

TOTAL NUMBER OF RESIDENTIAL UNITS= 38
TOTAL AREA OF RESIDENTIAL LOTS AND LOCAL AND COLLECTION STREETS= 10,655 AC.

ACREAGE

BLOCK M	8,204 AC.
BLOCK N	4,814 AC.
BLOCK O	4,209 AC.
BLOCK P	4,143 AC.
BLOCK Q	1,392 AC.
RIGHT-OF-WAY	3,243 AC.
TOTAL ACREAGE	24,002 AC.

WIDTHS OF NEW STREETS

WINDMILL RIDGE STREET	50' ROW	1444' L.F.
WINDMILL RIDGE STREET	50' ROW	893' L.F.
WINDMILL RIDGE STREET	50' ROW	320' L.F.
CRESTED VANE DRIVE	50' ROW	190' L.F.
TOTAL		2640' L.F.

COMMONS AT ROWE LANE, LP
DOC. NO. 201100002
O.P.R.T.C.T.

THE COMMONS AT ROWE LANE, PHASE III B

OWNER/SURVIVOR: THE COMMONS AT ROWE LANE, LP
8025 WEST 5TH STREET, SUITE A
FORT WORTH, TEXAS 76107
PHONE: (817)332-9900 FAX: (817)332-1400

ACREAGE: 24,502 AC.
SURVEY: JACOB GARDNER SURVEY A-2753

NUMBER OF BLOCKS: 5
NUMBER OF LOTS: 43
LINEAR FEET OF NEW STREETS: 2640 L.F.

DATE: OCTOBER, 2011
SURVEYOR: ZAMORA, L.L.C. (ZWA)
1420 SOUTH LOOP 4
IRVING, TEXAS 75038
PHONE: (214)295-9277 FAX: (214)295-8091

GRAY & ASSOCIATES, INC.
6217 DOWAL CRANK STREET, SUITE 200
AUSTIN, TEXAS 78757-7592
PHONE: (512)452-0371 FAX: (512)454-9933

LOCATIONS

ZWA
Zamora, L.L.C.
Professional Land Surveyors
1035 South Loop 4, P.O. Box 8300, Dallas, Texas 75201
Tel (214) 295-8201 • Fax (214) 295-8091

SHEET
2
OF
4

DATE: OCTOBER, 2011
SCALE: 1" = 100'
DRAWING FILE: 11-1002-111-045-III-B-SHEETS 1-3.CDW
PROJECT: COMMONS AT ROWE LANE, PHASE III B
JOB NO: 11-1002-11

GRAY & ASSOCIATES, INC.
Consulting Engineers
6217 Dowal Crank Street, Suite 200
Austin, Texas 78757-7592
(512)452-0371 FAX(512)454-9933
TYPE PERM # 2946



Travis County Commissioners Court Agenda Request

Meeting Date: March 4, 2014

Prepared By: Tim Pautsch, Engineering Specialist **Phone #:** (512) 854-7689

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 Davis, Precinct One

AGENDA LANGUAGE: Consider and take appropriate action on multiple Cash Security Agreements with Gehan Homes LTD., for sidewalk fiscal for Avalon Phase 7B, in Precinct One.

- A) Lot 9 Blk N \$687.00;
- B) Lot 39 Blk J \$698.76; and
- C) Lot 37 Blk J \$659.04.

BACKGROUND/SUMMARY OF REQUEST:

The form of the Cash Security Agreement is from the Standards for Construction of Streets and Drainage in Subdivisions that were in place before August 28, 1997.

STAFF RECOMMENDATIONS:

Gehan Homes LTD., proposes to use these Cash Security Agreements for the selected lots, as follows: Avalon Phase 7B, to post sidewalk fiscal where the sidewalks have not been completed in this subdivision.

ISSUES AND OPPORTUNITIES:

None

FISCAL IMPACT AND SOURCE OF FUNDING:

There are no budgetary and/or fiscal impacts as this is fiscal posted for a development.

ATTACHMENTS/EXHIBITS:

- Cash Security Agreements
- Map of lots

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 Long Range Planning	TNR	(512) 854-7561
Stacey Scheffel	Permits Program Manager	TNR	(512) 854-7565

CC:

Tim Pautsch	Engineering Specialist	TNR	(512) 854-7689

TP:AB:tp

1101 - Development Services Long Range Planning - Avalon Phase 7B

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: Gehan Homes

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 687.00 ✓ # 00311853

ADDRESS: 19813 CORRIDOR DR LOT: 09 BLOCK: N

SUBDIVISION: Avalon 7B

DATE OF POSTING: The 14 Day of February, 20 14

EXPIRATION DATE: Three Years, or more from Date of Posting

The ESCROW AGENT shall duly honor all drafts drawn and presented in accordance with this Agreement. Travis County may draw on the account of the DEVELOPER/BUILDER up to the aggregate AMOUNT OF SECURITY upon presentation of a draft signed by the County Judge that the following condition exists:

The county considers such a drawing on this Security necessary to complete all or part of the SUBDIVISION Sidewalks to ADA and Texas Accessibility Standards. No further substantiation of the necessity of the draw is required by this Agreement.

This Agreement is conditioned on the performance of the duties of the DEVELOPER/BUILDER to provide for the construction and completion of the Sidewalk Improvements in the SUBDIVISION to current Travis County Standards for Construction of Streets and Drainage in Subdivisions (the "Standards"), so that the Sidewalk Improvements are performing to the Standards upon the approval of the construction of the Sidewalk Improvements, and the acceptance of the Sidewalk Improvements by the Executive Manager of TNR or his designated representative. The DEVELOPER/ BUILDER shall prove that the sidewalk is built to Texas Accessibility Standards by submitting an approved inspection letter from a Registered Accessibility Specialist.

If this document needs to be renewed, it will be renewed at the then current rate for Sidewalks required by Travis County. In no case shall the amount of Security be less that the amount it would cost the County to complete the work if it becomes necessary.

Partial drafts and reductions in the amount of Security are permitted. Drafts will be honored within five calendar days of presentment. In lieu of drawing on the Security, the County, in its discretion, may accept a substitute Security in the then current amount of the estimated cost of constructing the Improvements. This Agreement may be revoked only by written consent of the DEVELOPER/BUILDER and the County.

Cash Security Agreement - Sidewalks

Page 2

DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY: Kay Coen

Gehan Homes

PRINT: Kay Coen

3815 S Capital of Texas Hwy #275

TITLE: Starts Admin

Austin TX 78704

PHONE: 512 3309366 x4203

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____

Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

Date

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: Gehan Homes

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 698.76 ✓ # 00312355

ADDRESS: 19804 MOORLYNCH AVE LOT: 39 BLOCK: J

SUBDIVISION: Avalon 7B

DATE OF POSTING: The 14 Day of February, 2014

EXPIRATION DATE: Three Years, or more from Date of Posting

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Cash Security Agreement - Sidewalks

Page 2

DEVELOPER/BUILDER

BY: Kay Coen
PRINT: KAY COEN
TITLE: STARTS Admin
PHONE: 512 330 9366 x4203

COMPANY NAME & ADDRESS

Gehan Homes
3815 S Capital of Texas Hwy #275
Austin TX 78704

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

Date

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: Gehan Homes

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 659.04 #00312353

ADDRESS: 19720 MOORLYNCH Ave LOT: 37 BLOCK: J

SUBDIVISION: Avalon 7B

DATE OF POSTING: The 14th Day of February, 2014

EXPIRATION DATE: Three Years, or more from Date of Posting

The ESCROW AGENT shall duly honor all drafts drawn and presented in accordance with this Agreement. Travis County may draw on the account of the DEVELOPER/BUILDER up to the aggregate AMOUNT OF SECURITY upon presentation of a draft signed by the County Judge that the following condition exists:

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Cash Security Agreement - Sidewalks

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BY: Kay Coen

Gehan Homes

PRINT: KAY COEN

3815 S Capital of Texas Hwy #275

TITLE: STARTS Admin

Austin TX 78704

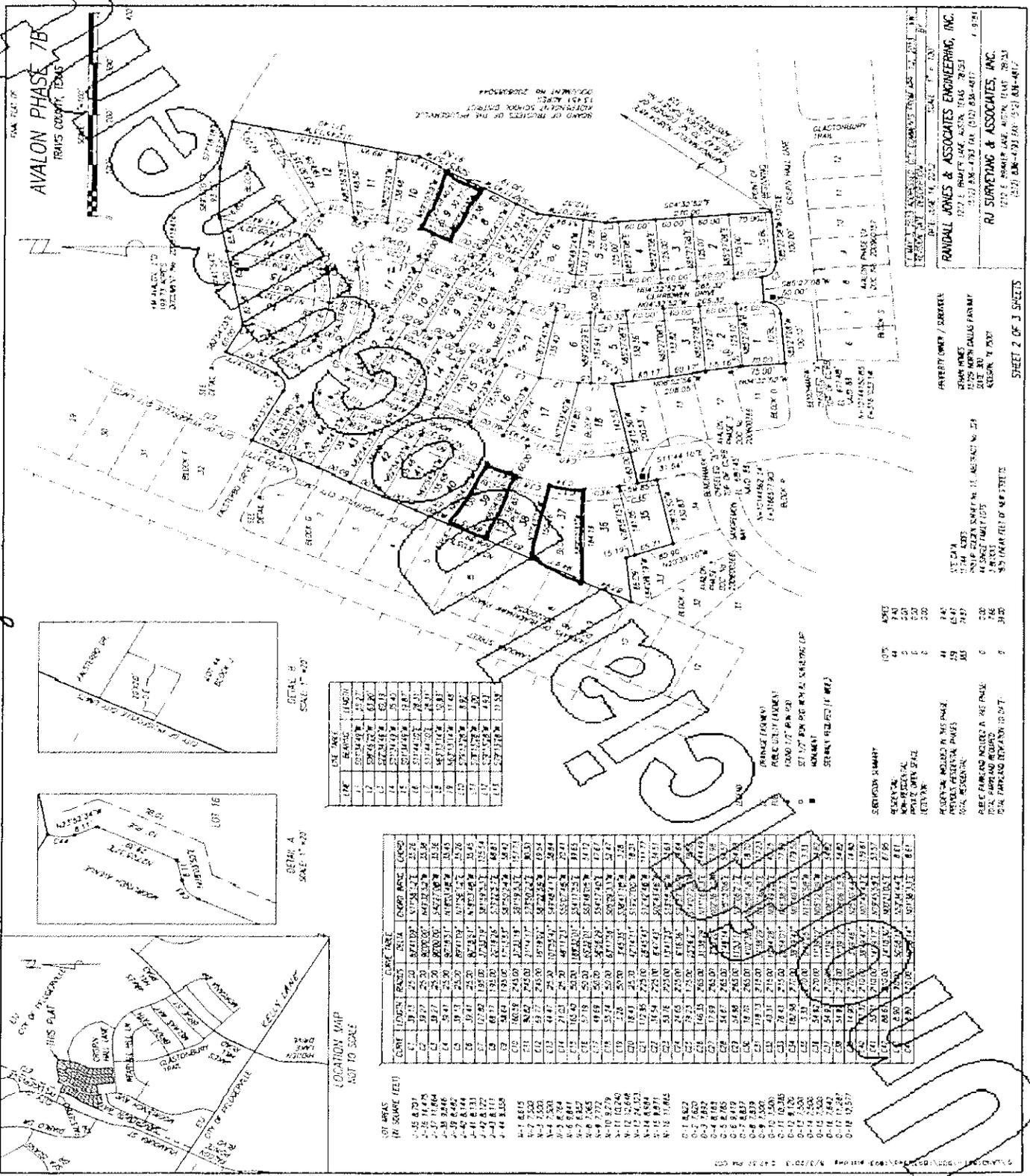
PHONE: 512 330 9366 x4203

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

Date

20130011 6/11/13 \$92 293



LOT	ONE ACRE	ONE ACRE
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3	1.0000	1.0000
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LOT	AREA (SQ FT)	AREA (ACRES)	PERCENTAGE
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100	1.0000	1.0000	1.0000

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
 1770 E. PRATHER LANE, AUSTIN, TEXAS 78751
 (512) 835-4817 FAX (512) 835-4817

RJ SURVEYING & ASSOCIATES, INC.
 1770 E. PRATHER LANE, AUSTIN, TEXAS 78751
 (512) 835-4817 FAX (512) 835-4817

PROPERTY OWNER / SURVAYOR
 JERRY W. WILSON
 1770 E. PRATHER LANE, AUSTIN, TEXAS 78751
 (512) 835-4817 FAX (512) 835-4817

DATE OF SURVEY: 06/11/13
 SCALE: 1"=40'

STATION NUMBER
 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



Travis County Commissioners Court Agenda Request

Meeting Date: March 4, 2014

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

Division Director/Manager: Donald W. Ward, P.E., Assistant Public Works Director

A handwritten signature in cursive script, appearing to read "Steven M. Manilla".

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

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action on the acceptance of the dedication of the public street and drainage facilities within Montebella Subdivision in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

The Montebella Subdivision was recorded on September 3, 2010 at Document #201000112. This subdivision has been inspected for conformance with approved plans and specifications as listed. It will be accepted under the regulations of the Standards for Construction of Streets and Drainage in subdivisions approved by Commissioners Court August 28, 1997, in which the subdivision is accepted before the one-year performance period has ended.

Sidewalks are not required within this subdivision. The stop signs, if any, are in the process of being approved under Chapter 251 of the Texas Transportation Code.

Montebella Subdivision is accessed from Longhorn Skyway, a street maintained by Travis County. This action will add an overall total of 1.33 miles to the Travis County road system.

STAFF RECOMMENDATIONS:

TNR recommends approval of the proposed motion.

ISSUES AND OPPORTUNITIES:

None

FISCAL IMPACT AND SOURCE OF FUNDING:

None

ATTACHMENTS/EXHIBITS:

- TNR Approval Letter
- List of Streets
- Requirements for Approval
- Location Maps

REQUIRED AUTHORIZATIONS:

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

CC:

Johnny Anglin	Engineering Inspector Specialist	TNR	(512) 266-3314
Stacey Scheffel	Permits Program Manager	TNR	(512) 854-7565

SM:AB:ps
1101 - Development Services Long Range Planning - Montebella Subdivision



TRANSPORTATION AND NATURAL RESOURCES

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

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

APPROVAL OF CONSTRUCTION

DATE: July 18, 2013

DEVELOPER:

Continental Homes of Texas, LP
dba DR Horton, Inc.
12554 Riata Vista Circle, 2nd Floor
Austin, TX 78727

ENGINEER:

Malone/Wheeler, Inc.
Seth A. Mearig, P.E.
7500 Rialto Blvd, Bldg 1, Suite 240
Austin, TX 78735

SUBJECT: Montebella, Phase II (Hilltop Manor)

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

The developer is required to maintain performance period fiscal of 10% of the actual street and drainage cost until the end of the performance period. This fiscal will include 100% of the un-constructed residential sidewalks (if any). Sidewalk fiscal will remain until they are constructed and have a positive inspection by a Registered Accessibility Specialist.

All items have been received

BY: Don W. Ward 2/20/2014
TNR Assistant Public Works Director – Road & Bridge Division – Don W. Ward, P.E.

Johnny Anglin 7-23-13
TNR Construction Inspector – Johnny Anglin

Paul Scoggins 2/10/14
TNR Engineering Specialist – Paul Scoggins

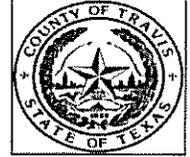
1102 fiscal file

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE

SUBDIVISION
 Mapsco No. 577L,M

Montebella Subdivision

Pct.# 3
 Atlas No. H-03



RECORDED AT DOCUMENT #2001000112 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY - 9/03/2010

THIS SUBDIVISION CONTAINS 6 STREETS AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	ROW	TYPE OF PVMNT	WIDTH OF PVMNT	CURB & GUTTER
1	Linkhill Drive	Longhorn Skyway eastewrly to Deer Creek Skyview	2300	0.44	50	HMAC	28' F-F	NO
2	Cirrus Drive	Linkhill Drive northerly to Linkview Drive	341	0.06	50	HMAC	28' F-F	NO
3	Linkview Drive	Cirrus Drive easterly to Linkwood Drive	2045	0.39	50	HMAC	28' F-F	NO
4	Linkwood Drive	Linkhill Drive easterly to Stratus Drive	653	0.12	50	HMAC	28' F-F	NO
5	Deer Creek Skyview	Linkhill Drive easterly to Stratus Drive	963	0.18	50	HMAC	28' F-F	NO
6	Stratus Drive	Deer Creek Skyview northerly to NE cor of Lot 48, Blk DDD	712	0.13	50	HMAC	28' F-F	NO
Total Footage/Mileage			7014	1.33				

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 128 N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1-6

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-6 TOTALING 1.33 MILES BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS COURT IN PRECINCT THREE.

4-Mar-14
 DATE

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

Donald W. Ward 2/20/14

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

 DATE APPROVED BY COMMISSIONERS COURT



700 Lavaca Street
Travis County Administration Building
PO Box 1748
Austin, Texas 78767
Phone: (512) 854-93

§ EXHIBIT 82.401 (c)(3) & 82.604 (c)

**MONTEBELLA SUBDIVISION (HILLTOP MANOR)
REQUIREMENTS FOR APPROVAL OF CONSTRUCTION
PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS
AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997**

- 7/18/13 1. Professional Engineer's certification of quantities of work completed (**Engineer's Concurrence Letter**). § 82.401(c)(1)(A) § 82.604(c)(2)
- NA 2. Construction Summary Report, if in COA ETJ, **signed** by COA inspector. §82.604(c)(1)
- 9/25/13 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- 10/31/13 4. Reproducible Plans, certified as "**Record Drawings**" or "**As Builts**", by the Owner's Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303] and accompanying Stop Sign Warrants sheets for each sign.
- TC will reduce 5. Performance Period Fiscal for 10% of the actual construction cost of street and drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. And must be posted by owner/developer. § 82.604(c)(4)
- NA 6. **If applicable**, a copy of the Conditional Letter of Map Amendment or Revision from FEMA to begin Performance Period and the completed Letter of Map Revision (LOMR) to accept streets for maintenance. § 82.604(c)(5)
- NA 7. A detailed letter from a **Registered Accessibility Specialist** approving sidewalk construction within the subdivision. Plan approval required at time of issuance of Basic Development Permit. Substantial compliance (inspection) required before any reduction of sidewalk fiscal. § 82.202 (q), § 82.301 (ix)(G)(13), § 82.401 (5)
- 10/31/13 8. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds, common area sidewalks, and traffic control devices shown on the approved traffic control plan). § 82.401(c)(2)(C) **Road Maintenance will have to approve const. before recommending acceptance to Commissioners Court.**
- NA 9. Approval of other agencies and/or cities, **if in their ETJ**; Municipal or other Utility Districts.
- NA 10. **If applicable**, a License Agreement (**If there are private improvements in Public ROW.**)

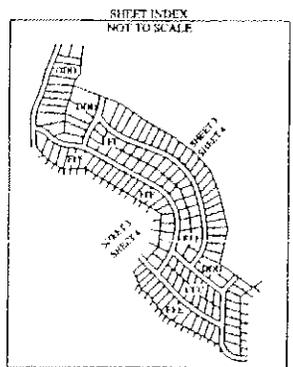
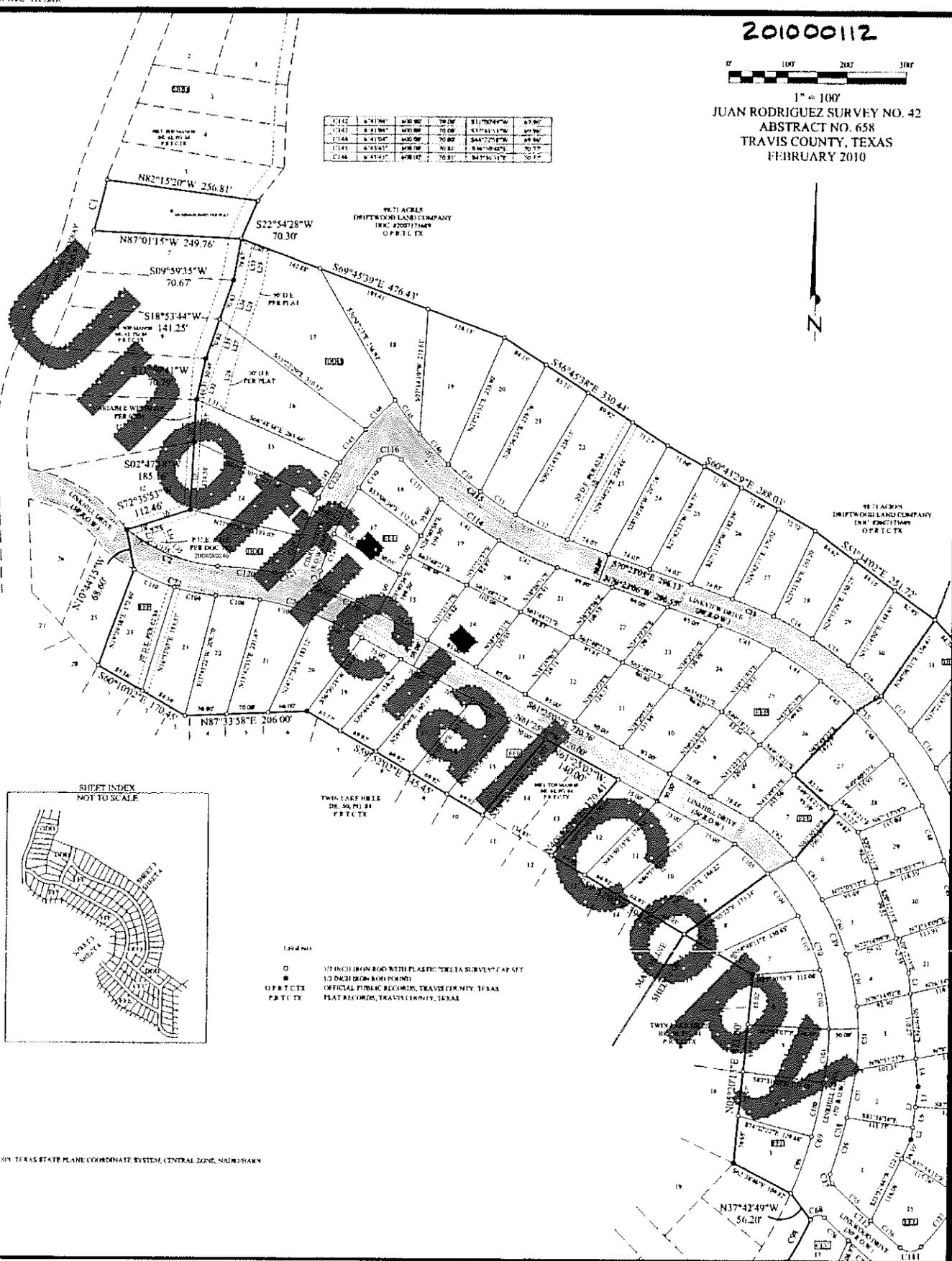
PHOTOGRAPHIC MYLAR

201000112



1" = 100'
JUAN RODRIGUEZ SURVEY NO. 42
ABSTRACT NO. 658
TRAVIS COUNTY, TEXAS
FEBRUARY 2010

C142	6°41'04"	400.00'	70.00'	S11°02'44"W	27.90'
C143	8°41'04"	400.00'	70.00'	S11°41'47"W	29.90'
C144	8°41'04"	400.00'	70.00'	S44°27'17"W	28.64'
C145	6°43'21"	400.00'	70.00'	S46°09'42"W	29.77'
C146	6°43'21"	400.00'	70.00'	S47°01'11"W	30.17'



- LEGEND
- 1/2 INCH IRON ROD WITH PLASTIC 'TOP SURVEY' CAP SET
 - 1/2 INCH IRON ROD NAIL
 - P.R.T.C.T.X. OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
 - P.L.T.C.T.X. PLAT RECORDS, TRAVIS COUNTY, TEXAS

NOTES:
BEARING IN THIS TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83/2011

Delta Survey Group Inc.

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

MONTEBELLA SUBDIVISION

A REVISED PLAT OF LOTS 1-9 BLOCK AAA, LOTS 1-12 BLOCK BBB, LOTS 1-17 BLOCK CCC, LOTS 6 AND 13-18 BLOCK DDD, LOTS 1-15 BLOCK EEE AND LOTS 3-12 AND 15-24 BLOCK FFF OF THE TOP MAJOR SUBDIVISION

SHEET
3
OF
4

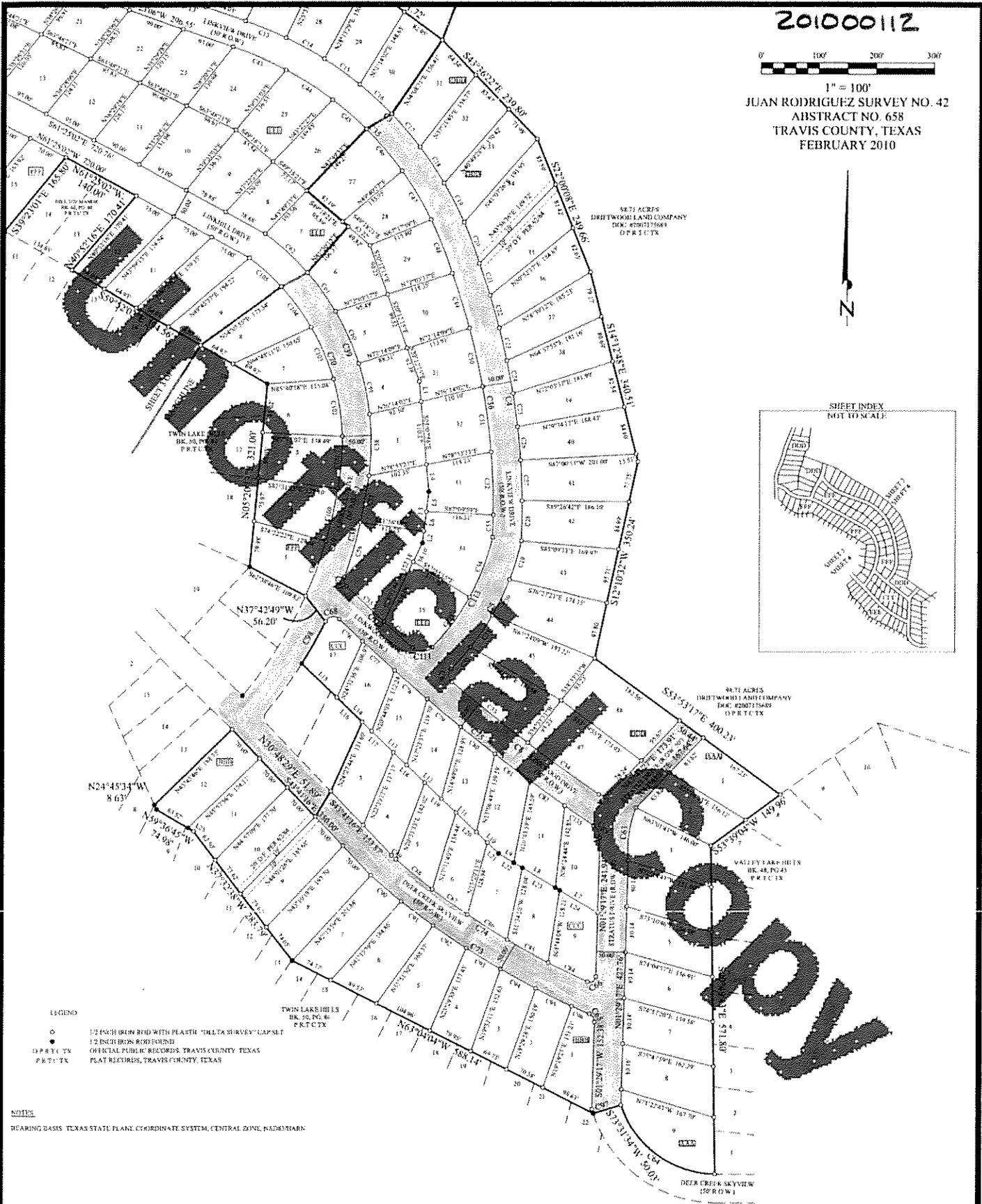
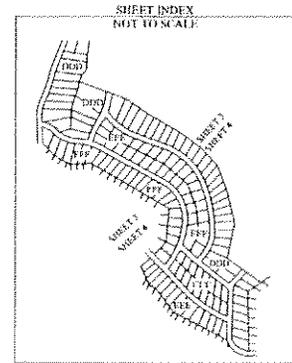
PHOTOGRAPHIC MYLAR

201000112



1" = 100'

JUAN RODRIGUEZ SURVEY NO. 42
ABSTRACT NO. 658
TRAVIS COUNTY, TEXAS
FEBRUARY 2010



LEGEND

- 1/2 INCH IRON NAIL WITH PLASTER "DELTA SURVEY" CAPSULE
- 1/2 INCH IRON NAIL FOUND
- P.R.T.C. OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY TEXAS
- P.R.T.C. PLAT RECORDS, TRAVIS COUNTY, TEXAS

NOTES

HEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83/2011

Delta Survey Group Inc.

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

MONTEBELLA SUBDIVISION

A REVISED PLAT OF LOTS 1-9 BLOCK AAA, LOTS 1-12 BLOCK BBB, LOTS 1-17 BLOCK CCC, LOTS 6 AND 13-48 BLOCK DDD, LOTS 1-35 BLOCK EEE AND LOTS 3-12 AND 15-24 BLOCK FFF OF HILL TOP MANOR SUBDIVISION

SHEET
4
OF
4



TRV

201000112

4 PGS

PLAT

PLAT RECORDS INDEX SHEET:

SUBDIVISION NAME: MONTEBELLA SUBDIVISION

MONTEBELLA SUBDIVISION A REVISED PLAT OF LOTS 1-9 BLOCK AAA, LOTS 1-12 BLOCK BBB, LOTS 3-17 BLOCK CCC, LOTS 6 AND 13-48 BLOCK DDD, LOTS 1-35 BLOCK EEE AND LOTS 3-12 AND 15-24 BLOCK FFF OF HILL TOP MANOR SUBDIVISION

OWNERS NAME:

WILLIAM J MADDUX
PEGGY A MADDUX

RESUBDIVISION? YES NO

ADDITIONAL RESTRICTIONS / COMMENTS:

DOC# 2010129397 through 2010129524 -- TAX CERTIFICATE (QT# 128)

RETURN:

TRAVIS COUNTY TNR
ATTN: JOE ARRIAGA
512/854-7562

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Sep 03, 2010 12:51 PM 201000112

BARTHOLOMEW: \$119.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

Unofficial Copy

PHOTOGRAPHIC MYLAR

\$119.00

9-3-2010

201000112

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS THAT WILLIAM J. MADDOX AND PEGGY A. MADDOX, OWNERS OF LOTS 1-9 BLOCK AAA, LOTS 1-12 BLOCK BBB, LOTS 1-17 BLOCK CCC, LOTS 1 AND 13-48 BLOCK DDD, LOTS 1-33 BLOCK EEE AND LOTS 1-12 AND 15-24 BLOCK FFY OF THE 1. TOP MANOR A SUBDIVISION OF RECORD IN BOOK 62, PAGE 44, PLAT RECORDS, TRAVIS COUNTY, TEXAS. THE UNDERSIGNED OWNER DOES HEREBY ~~AVOID~~ SAID LOTS PURSUANT TO CHAPTER 232.011 OF THE LOCAL GOVERNMENT CODE OF TEXAS, TO CORRECT LOT LINES, DISTANCES AND BEARINGS, IN ACCORDANCE WITH THIS PLAT, TO BE KNOWN AS MONTEBELLA SUBDIVISION, SUBJECT TO THE COVENANTS AND RESTRICTIONS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE PUBLIC, THE STREETS, AND EASEMENTS HEREON, SUBJECT TO ANY EASEMENTS AND OR RESTRICTIONS GRANTED AND NOT RELEASED.

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

WITNESS MY HAND THIS 16th DAY OF July 2010 A.D.

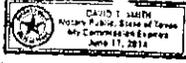
THE OWNER(S) OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION STREET AND DRAINAGE IMPROVEMENTS (THE "IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION,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

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

BY William Maddox
WILLIAM J. MADDOX
13200 BEE CAVE PARKWAY
BEE CAVE TEXAS, 78738

7/16/10
DATE

STATE OF TEXAS
COUNTY OF TRAVIS
BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED WILLIAM J. MADDOX, 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 CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.



NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES 6-11 2014 A.D.

STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA DEBEAUVOIR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE 17 DAY OF August, 2010 A.D. THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER WAS PROBABLY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THIS 2nd DAY OF September 2010 A.D.

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

Gillian Porter
DEPUTY
G. Porter

STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 23rd DAY OF September, 2010 A.D. AT 12:51 O'CLOCK P.M. DAILY RECORDED ON 23 DAY OF September, 2010 A.D. AT 05:07:43 P.M. OFFICIAL PUBLIC RECORDS OR SAID COUNTY AND STATE IN DOCUMENT NO. 201000112, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 3rd DAY OF September, 2010 A.D.

DANA DEBEAUVOIR, COUNTY CLERK,
TRAVIS COUNTY, TEXAS

Dana Debeauvoir
DANA DEBEAUVOIR

NO PORTION OF THIS TRACT LIES WITHIN THE DESIGNATED 100 YEAR FLOOD PLAIN AS SHOWN ON THE F.E.M.A. MAP 44431C0395H, DATED SEPTEMBER 26, 2006.

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

David T. Smith
DAVID T. SMITH, P.E.
REGISTERED PROFESSIONAL ENGINEER
DAVID T. SMITH, P.E.
13200 BEE CAVE PARKWAY
BEE CAVE, TEXAS 78738



STATE OF TEXAS
COUNTY OF TRAVIS

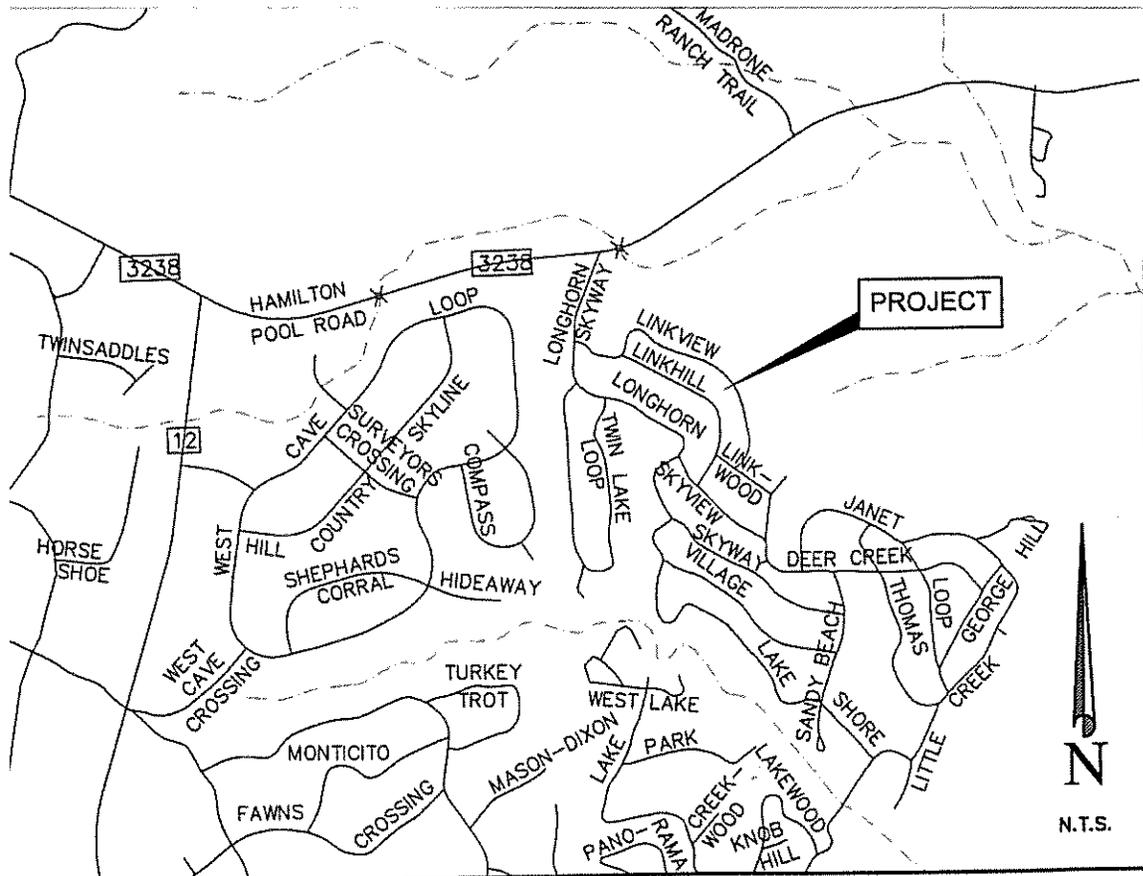
KNOW ALL MEN BY THESE PRESENTS:
I, JOHN E BRANTHAM, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

7/16/10
DATE
John E. Brantham
JOHN E. BRANTHAM
REGISTERED PROFESSIONAL LAND SURVEYOR
13200 BEE CAVE PARKWAY
BEE CAVE, TEXAS 78738



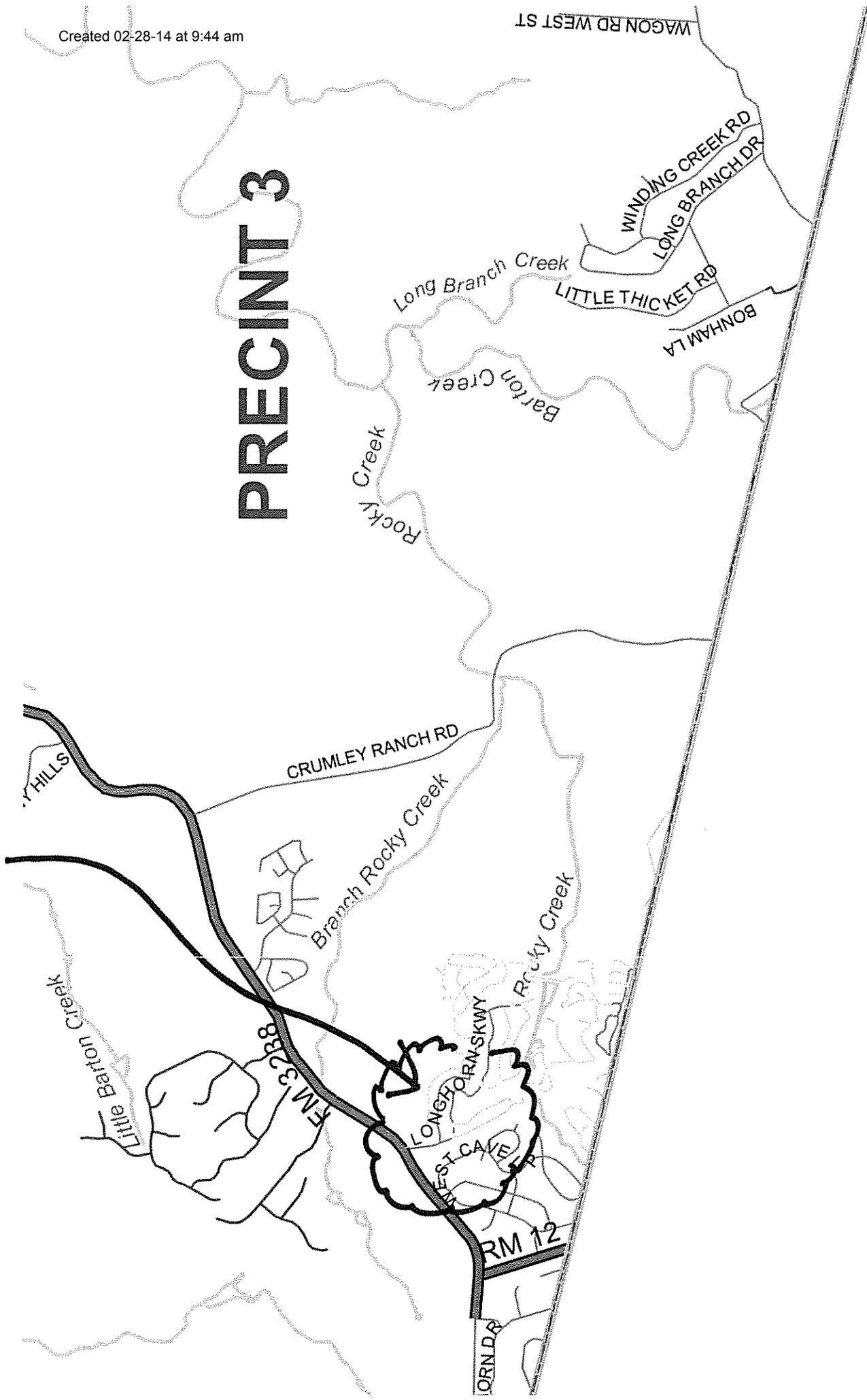
UNOFFICIAL COPY

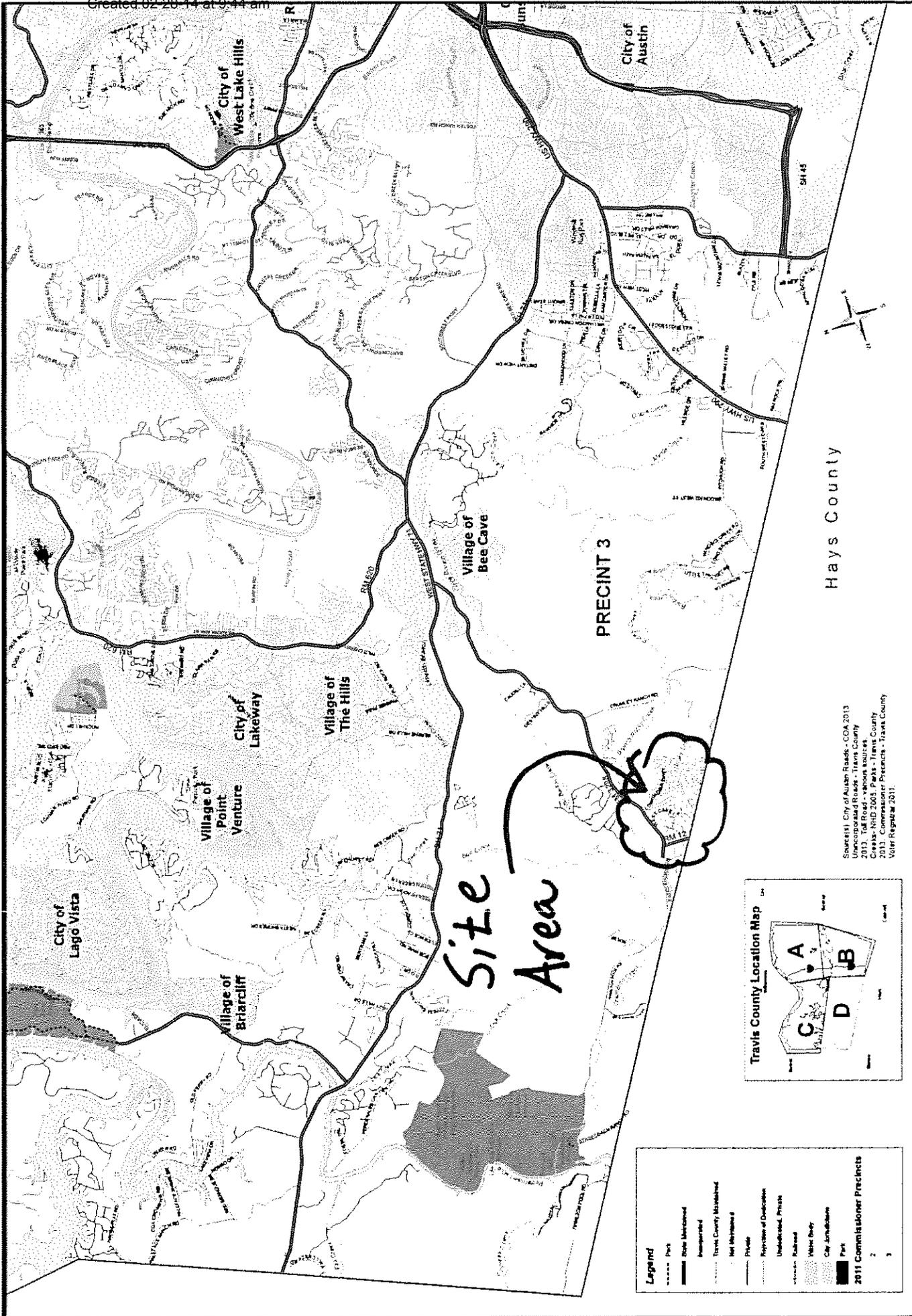
Montebella Revised Plat Location Map



PRECINCT 3

Site Area

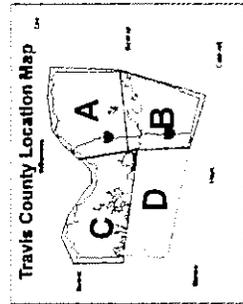




Map Prepared by: Travis County, Texas
 Date: 2/27/2013
 Resources:



Source(s): City of Austin Roads - COA 2013
 Unclassified Roads - Travis County
 2013 Toll Road - various sources
 Creeks - NHD 2003, Parks - Travis County
 2013, Commissioner Precincts - Travis County
 Voter Registrar 2011



Legend	
	Park
	State Maintained
	Unimproved
	Travis County Maintained
	Not Maintained
	Private
	Position of Dedication
	Undedicated, Private
	Roadbed
	Water Body
	City Jurisdiction
	Precinct
	2011 Commissioner Precincts
	2
	3

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

Travis County Roadways, Map D



Travis County Commissioners Court Agenda Request

Meeting Date: March 4, 2014

Prepared By: Don Grigsby, Engineering Associate **Phone #:** (512) 854-7560

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

Carol B. Grigsby for

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:

- A) Consider and take appropriate action on an exemption from platting requirements for Lakeside Villas I Condominiums - 16 single family detached units; and
- B) Consider and take appropriate action on a Condominium Construction Agreement.

BACKGROUND/SUMMARY OF REQUEST:

The proposed condominium project includes 16 stand alone residential units with parking, driveways, drainage and utility infrastructure to support the project. The development will take access from Mansfield Dam Road. There is no floodplain on the property.

Emergency Services District #6 (ESD) has reviewed and approved the project. Water and wastewater service will be provided by Water Control and Improvement District #17 (WCID).

STAFF RECOMMENDATIONS:

As this condominium site-plan application meets Travis County standards, TNR supports granting an exemption to platting for the proposed condominium project.

ISSUES AND OPPORTUNITIES:

None

FISCAL IMPACT AND SOURCE OF FUNDING:

None

EXHIBITS/ATTACHMENTS:

Site location map

Site-plan

Construction Agreement

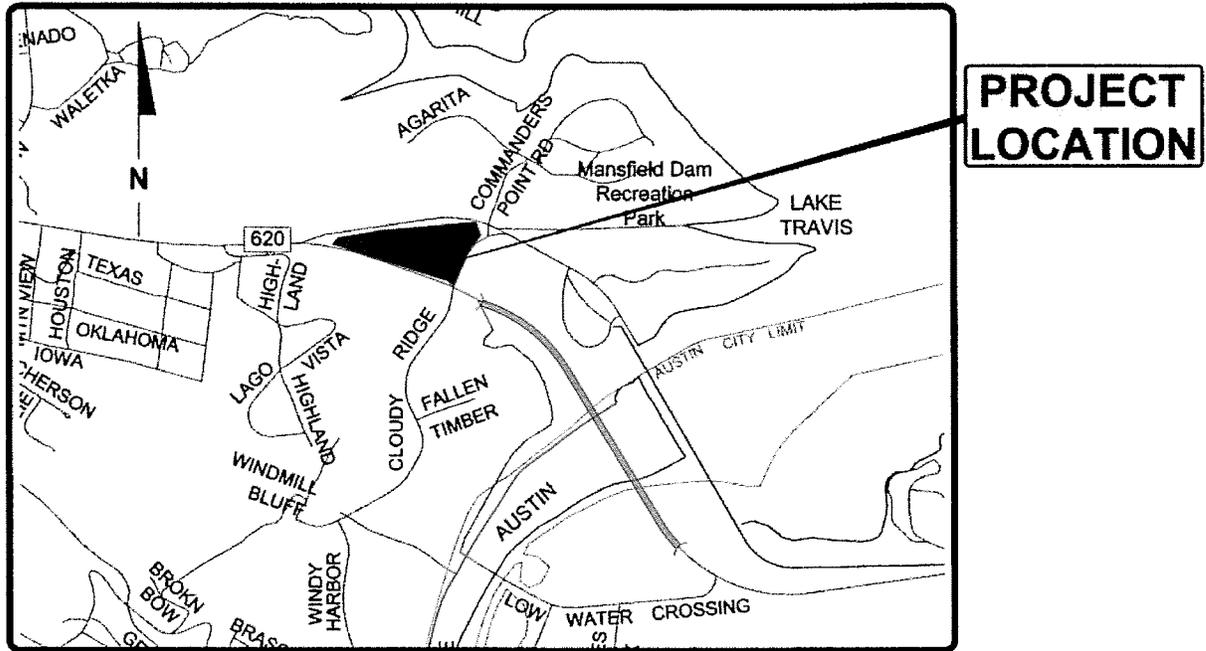
REQUIRED AUTHORIZATIONS:

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) 854-9429

CC:

DG:DG:

1101 - Development Services Long Range Planning- Lakeside Villas I condominiums



Project Location Map
N.T.S.
Mapsc0 #491
City of Austin Grid #A33

LAKESIDE VILLAS I
CONDOMINIUM CONSTRUCTION AGREEMENT
Travis County, Texas

THIS CONDOMINIUM CONSTRUCTION AGREEMENT is made and entered into by and between Lakeside Villas I limited partnership, Mark Collins Builders Inc. (the "Developer"), and Travis County, Texas, P.O. Box 1748, Austin, Texas 78767 (the "County"), hereinafter collectively referred to as the "Parties", for the purposes and consideration stated.

A. The Developer is in the process of developing a condominium regime (the "Regime") on approximately 8.4 acres of real property located in Travis County, Texas, more particularly described on Exhibit "A" (the "property") and desires to develop the Regime in one phase.

B. The Developer and the County desire to provide for the orderly development of the Regime, including the completion of the private roadway (the "Private Roadway") and drainage improvements (the "Drainage Improvements") described in the _____ Site Plan for _____ ("Construction Plans").

C. The Private Roadway will be constructed in one phase, as described in the Construction Plan and as depicted on Exhibit "B".

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

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

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

2. Subject to the conditions contained in this paragraph, the County will issue a development permit to the Developer for construction of the Private Roadway and the Drainage Improvements serving the development. Prior to the occupancy of any residential unit in the development, Developer will be required to complete the Private Roadway and Drainage Improvements serving the development. Completion will be evidenced by a letter of concurrence from a licensed professional engineer that the Private Roadway and Drainage Improvements have been completed in accordance with the Construction Plans. Upon delivery to and approval by the County of a letter of concurrence from a licensed professional engineer that the Private Roadway and Drainage Improvements have been completed in accordance with the Construction Plans, the County shall execute, acknowledge and deliver to then current owner for the phase, an instrument in the form of Exhibit "C" for recordation in the Official Public Records of Travis County, Texas, releasing the development from all of the terms, provisions and requirements of this Condominium Construction Agreement.

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

4. Prior to the County's issuance of the development permit, the Developer shall pay fees in lieu of park land dedication for all phases in the amount of 3,028. In addition, the Developer shall pay inspection fees in the amount of \$1.25 per linear foot of street, in the total amount of 625, to be paid prior to the issuance of the construction permit for each phase.

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

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

COMPANY NAME

By:



By:

Printed Name: max colon

Title:

Date: 1-9-2014

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe, County Judge

Date: _____

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me this ____ day of _____, 2007, by _____, _____, of _____, Inc. of Texas, Inc., a _____ Corporation, on behalf of said corporation and partnership.

Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

The instrument was acknowledged before me on the day of JANUARY, 9th, by 2014 of Travis County, Texas in the capacity stated.

Ronny Robertson
Notary Public, State of Texas

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

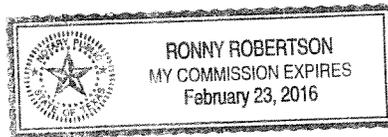


EXHIBIT "C"

Release of Condominium Construction Agreement

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

THAT Travis County, Texas, the beneficiary of that certain "Condominium Construction Agreement" which is filed of record as Document No. _____ in the Official Public Records of Travis County, Texas (the "**Construction Agreement**") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby release that certain real property in Travis County, Texas, which is described on Exhibit " " attached hereto and incorporated herein by reference (the "**Released Property**") from all of the terms, provisions and requirements of the Construction Agreement. From and after the date of this instrument, the Construction Agreement shall no longer affect or encumber the Released Property in any way.

Executed by the undersigned on the date set forth hereinbelow.

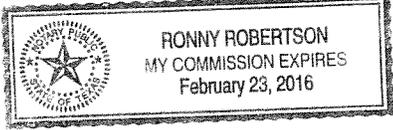
TRAVIS COUNTY, TEXAS

By: *Mark Collins*
Printed Name: mark Collins
Title: pres

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledge before me on the 9th day of JANUARY, ~~2007~~ 2014 by Mark Collins, _____ of Travis County, Texas, a political subdivision of t he State of Texas, on behalf of said County.

Ronny Robertson
Notary Public Signature



Lakeside Villas I
CONDOMINIUM CONSTRUCTION AGREEMENT
Travis County, Texas

THIS CONDOMINIUM CONSTRUCTION AGREEMENT is made and entered into by and between Lakeside Villas I limited partnership, Munk Callins Builders Fe (the "Developer"), and Travis County, Texas, P.O. Box 1748, Austin, Texas 78767 (the "County"), hereinafter collectively referred to as the "Parties", for the purposes and consideration stated.

A. The Developer is in the process of developing a condominium regime (the "Regime") on approximately 8.4 acres of real property located in Travis County, Texas, more particularly described on Exhibit "A" (the "property") and desires to develop the Regime in one phase.

B. The Developer and the County desire to provide for the orderly development of the Regime, including the completion of the private roadway (the "Private Roadway") and drainage improvements (the "Drainage Improvements") described in the _____ Site Plan for _____ ("Construction Plans").

C. The Private Roadway will be constructed in one phase, as described in the Construction Plan and as depicted on Exhibit "B".

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

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

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

2. Subject to the conditions contained in this paragraph, the County will issue a development permit to the Developer for construction of the Private Roadway and the Drainage Improvements serving the development. Prior to the occupancy of any residential unit in the development, Developer will be required to complete the Private Roadway and Drainage Improvements serving the development. Completion will be evidenced by a letter of concurrence from a licensed professional engineer that the Private Roadway and Drainage Improvements have been completed in accordance with the Construction Plans. Upon delivery to and approval by the County of a letter of concurrence from a licensed professional engineer that the Private Roadway and Drainage Improvements have been completed in accordance with the Construction Plans, the County shall execute, acknowledge and deliver to then current owner for the phase, an instrument in the form of Exhibit "C" for recordation in the Official Public Records of Travis County, Texas, releasing the development from all of the terms, provisions and requirements of this Condominium Construction Agreement.

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

4. Prior to the County's issuance of the development permit, the Developer shall pay fees in lieu of park land dedication for all phases in the amount of \$3,028. In addition, the Developer shall pay inspection fees in the amount of \$1.25 per linear foot of street, in the total amount of \$625, to be paid prior to the issuance of the construction permit for each phase.

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

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

COMPANY NAME

By: Murk Collins Builders Inc

By: [Signature]

Printed Name: Murk Collins

Title: Pres

Date: 1-9-2014

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe, County Judge

Date: _____

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me this ____ day of _____, 2007, by _____, _____, of _____, Inc. of Texas, Inc., a _____ Corporation, on behalf of said corporation and partnership.

Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

The instrument was acknowledged before me on the day of 01-09-14, _____, by MARK COLLINS of Travis County, Texas in the capacity stated.

Marilynn K. Antkenat

Notary Public, State of Texas

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



EXHIBIT "C"

Release of Condominium Construction Agreement

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF TRAVIS

§

THAT Travis County, Texas, the beneficiary of that certain "Condominium Construction Agreement" which is filed of record as Document No. _____ in the Official Public Records of Travis County, Texas (the "**Construction Agreement**") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby release that certain real property in Travis County, Texas, which is described on Exhibit " " attached hereto and incorporated herein by reference (the "**Released Property**") from all of the terms, provisions and requirements of the Construction Agreement. From and after the date of this instrument, the Construction Agreement shall no longer affect or encumber the Released Property in any way.

Executed by the undersigned on the date set forth hereinbelow.

TRAVIS COUNTY, TEXAS

By: *Mark Collins*
Printed Name: Mark Collins
Title: Pres

THE STATE OF TEXAS

§

COUNTY OF TRAVIS

§

This instrument was acknowledge before me on the 9th day of January, ²⁰¹⁴~~2007~~ by MARK COLLINS of Travis County, Texas, a political subdivision of t he State of Texas, on behalf of said County.

Marilynn K. Anthenat

Notary Public Signature





Travis County Commissioners Court Agenda Request

Meeting Date: March 4, 2014

Prepared By: Don Grigsby, Engineer Associate **Phone #:** (512) 854-7560

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

Carl B. Fogel, Jr.
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:

- A) Consider and take appropriate action on an exemption from platting requirements for Lakeside Villas II Condominiums - 3 single-family detached units; and
- B) Consider and take appropriate action on a Condominium Construction Agreement.

BACKGROUND/SUMMARY OF REQUEST:

The proposed condominium project includes 3 stand alone residential units with parking, driveways, drainage and utility infrastructure to support the project. The development will take access from Mansfield Dam Road. There is no floodplain on the property.

Emergency Service District #6 (ESD) has reviewed and approved the project. Water and wastewater service will be provided by Water Control Improvement District # 17 (WCID).

STAFF RECOMMENDATIONS:

As this condominium site-plan application meets Travis County standards, TNR supports granting an exemption to platting for the proposed condominium project.

ISSUES AND OPPORTUNITIES:

None

FISCAL IMPACT AND SOURCE OF FUNDING:

None

EXHIBITS/ATTACHMENTS:

Site location map

Site-plan

Construction Agreement

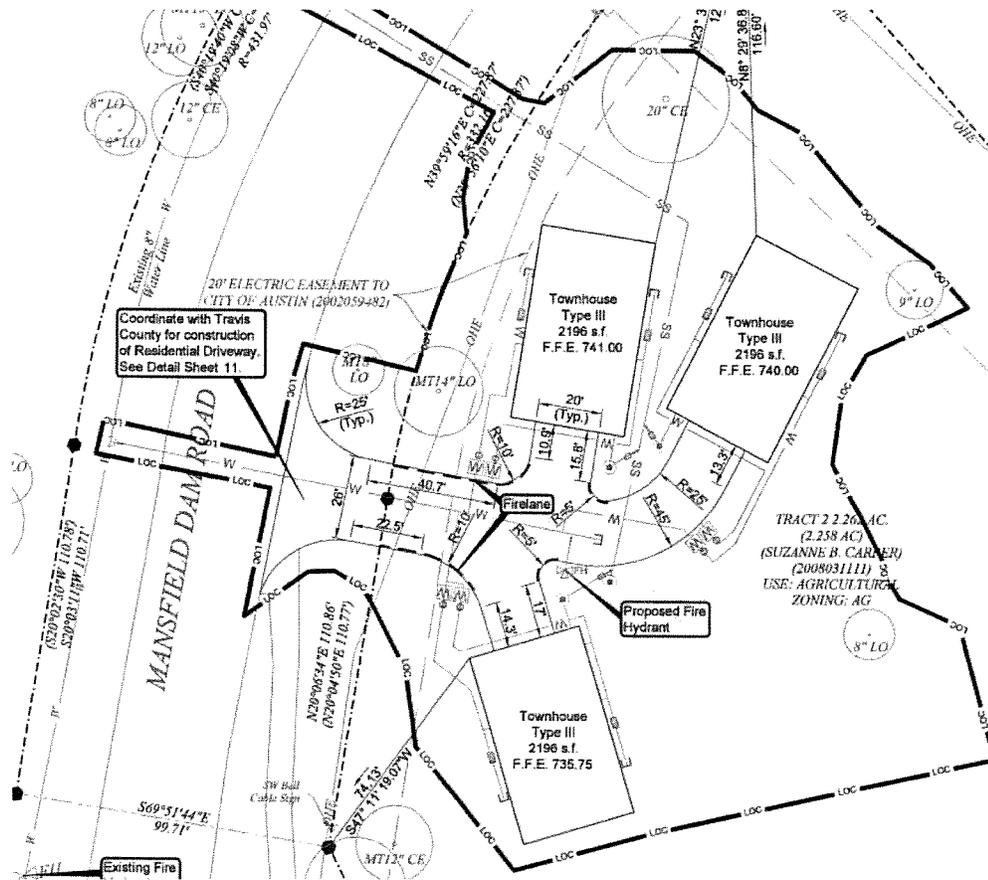
REQUIRED AUTHORIZATIONS:

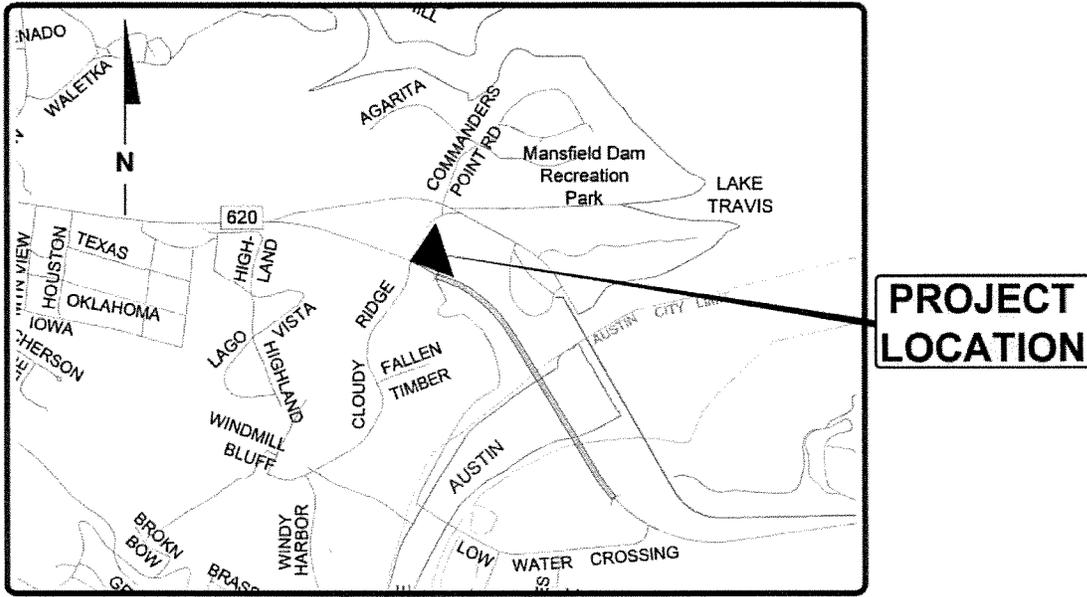
Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Anna Bowlin	Division Director of Development Services and Long Range Planning	TNR	(512) 854-9429

CC:

DG:DG:

1101 - Development Services Long Range Planning- Lakeside Villas II Condominiums





Project Location Map

N.T.S.

Mapsc0 #491

Lakeside Villas II
CONDOMINIUM CONSTRUCTION AGREEMENT
Travis County, Texas

THIS CONDOMINIUM CONSTRUCTION AGREEMENT is made and entered into by and between *Lakeside Villas II* limited partnership, *MARK COLLINS BUILDERS FAC* (the "Developer"), and Travis County, Texas, P.O. Box 1748, Austin, Texas 78767 (the "County"), hereinafter collectively referred to as the "Parties", for the purposes and consideration stated.

A. The Developer is in the process of developing a condominium regime (the "Regime") on approximately 2.258 acres of real property located in Travis County, Texas, more particularly described on Exhibit "A" (the "property") and desires to develop the Regime in one phase.

B. The Developer and the County desire to provide for the orderly development of the Regime, including the completion of the private roadway (the "Private Roadway") and drainage improvements (the "Drainage Improvements") described in the _____ Site Plan for _____ ("Construction Plans").

C. The Private Roadway will be constructed in one phase, as described in the Construction Plan and as depicted on Exhibit "B".

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

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

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

2. Subject to the conditions contained in this paragraph, the County will issue a development permit to the Developer for construction of the Private Roadway and the Drainage Improvements serving the development. Prior to the occupancy of any residential unit in the development, Developer will be required to complete the Private Roadway and Drainage Improvements serving the development. Completion will be evidenced by a letter of concurrence from a licensed professional engineer that the Private Roadway and Drainage Improvements have been completed in accordance with the Construction Plans. Upon delivery to and approval by the County of a letter of concurrence from a licensed professional engineer that the Private Roadway and Drainage Improvements have been completed in accordance with the Construction Plans, the County shall execute, acknowledge and deliver to then current owner for the phase, an instrument in the form of Exhibit "C" for recordation in the Official Public Records of Travis County, Texas, releasing the development from all of the terms, provisions and requirements of this Condominium Construction Agreement.

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

4. Prior to the County's issuance of the development permit, the Developer shall pay fees in lieu of park land dedication for all phases in the amount of \$549. In addition, the Developer shall pay inspection fees in the amount of \$1.25 per linear foot of street, in the total amount of \$125, to be paid prior to the issuance of the construction permit for each phase.

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

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

COMPANY NAME

By: Mark Collins Builders Inc

By: [Signature]
Printed Name: Mark Collins

Title: Pres

Date: 1-31-2014

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe, County Judge

Date: _____

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me this ____ day of _____, 2007, by _____, _____, of _____, Inc. of Texas, Inc., a _____ Corporation, on behalf of said corporation and partnership.

Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

The instrument was acknowledged before me on the day of JANUARY 6th, 2014, by MARK COLLINS of Travis County, Texas in the capacity stated.

Ronny Robertson
Notary Public, State of Texas

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

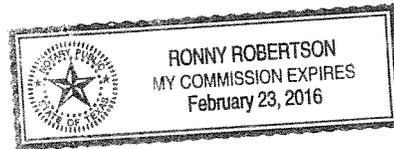


EXHIBIT "C"

Release of Condominium Construction Agreement

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF TRAVIS

§

THAT Travis County, Texas, the beneficiary of that certain "Condominium Construction Agreement" which is filed of record as Document No. _____ in the Official Public Records of Travis County, Texas (the "Construction Agreement") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby release that certain real property in Travis County, Texas, which is described on Exhibit "_____" attached hereto and incorporated herein by reference (the "Released Property") from all of the terms, provisions and requirements of the Construction Agreement. From and after the date of this instrument, the Construction Agreement shall no longer affect or encumber the Released Property in any way.

Executed by the undersigned on the date set forth hereinbelow.

TRAVIS COUNTY, TEXAS

By: *Mark Collins*
Printed Name: mark collins
Title: Pres

THE STATE OF TEXAS

§

§

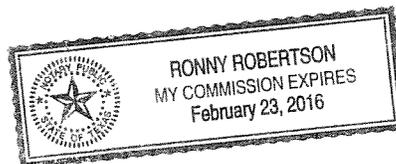
COUNTY OF TRAVIS

§

This instrument was acknowledge before me on the 6 day of Jan, ²⁰¹⁴ ~~2007~~ by Mark Collins of Travis County, Texas, a political subdivision of t he State of Texas, on behalf of said County.

Ronny Robertson

Notary Public Signature



Lakeside Villas II
CONDOMINIUM CONSTRUCTION AGREEMENT
Travis County, Texas

THIS CONDOMINIUM CONSTRUCTION AGREEMENT is made and entered into by and between *Lakeside Villas II* limited partnership, *Mark Collins Buckley Jr* (the "Developer"), and Travis County, Texas, P.O. Box 1748, Austin, Texas 78767 (the "County"), hereinafter collectively referred to as the "Parties", for the purposes and consideration stated.

A. The Developer is in the process of developing a condominium regime (the "Regime") on approximately *2.258* acres of real property located in Travis County, Texas, more particularly described on Exhibit "A" (the "property") and desires to develop the Regime in one phase.

B. The Developer and the County desire to provide for the orderly development of the Regime, including the completion of the private roadway (the "Private Roadway") and drainage improvements (the "Drainage Improvements") described in the _____ Site Plan for _____ ("Construction Plans").

C. The Private Roadway will be constructed in one phase, as described in the Construction Plan and as depicted on Exhibit "B".

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

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

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

2. Subject to the conditions contained in this paragraph, the County will issue a development permit to the Developer for construction of the Private Roadway and the Drainage Improvements serving the development. Prior to the occupancy of any residential unit in the development, Developer will be required to complete the Private Roadway and Drainage Improvements serving the development. Completion will be evidenced by a letter of concurrence from a licensed professional engineer that the Private Roadway and Drainage Improvements have been completed in accordance with the Construction Plans. Upon delivery to and approval by the County of a letter of concurrence from a licensed professional engineer that the Private Roadway and Drainage Improvements have been completed in accordance with the Construction Plans, the County shall execute, acknowledge and deliver to then current owner for the phase, an instrument in the form of Exhibit "C" for recordation in the Official Public Records of Travis County, Texas, releasing the development from all of the terms, provisions and requirements of this Condominium Construction Agreement.

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

4. Prior to the County's issuance of the development permit, the Developer shall pay fees in lieu of park land dedication for all phases in the amount of \$549. In addition, the Developer shall pay inspection fees in the amount of \$1.25 per linear foot of street, in the total amount of \$125, to be paid prior to the issuance of the construction permit for each phase.

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

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

COMPANY NAME

By: Mark Collins Builders Inc

By: [Signature]

Printed Name: Mark Collins

Title: Pres

Date: 1-6-2014

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe, County Judge

Date: _____

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me this ____ day of _____, 2007, by _____, _____, of _____, Inc. of Texas, Inc., a _____ Corporation, on behalf of said corporation and partnership.

Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

The instrument was acknowledged before me on the day of January 6, 2014, by MARK COLLINS of Travis County, Texas in the capacity stated.

Marilynn K. Antheart
Notary Public, State of Texas

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



EXHIBIT "C"

Release of Condominium Construction Agreement

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF TRAVIS

§

THAT Travis County, Texas, the beneficiary of that certain "Condominium Construction Agreement" which is filed of record as Document No. _____ in the Official Public Records of Travis County, Texas (the "**Construction Agreement**") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby release that certain real property in Travis County, Texas, which is described on Exhibit " " attached hereto and incorporated herein by reference (the "**Released Property**") from all of the terms, provisions and requirements of the Construction Agreement. From and after the date of this instrument, the Construction Agreement shall no longer affect or encumber the Released Property in any way.

Executed by the undersigned on the date set forth hereinbelow.

TRAVIS COUNTY, TEXAS

By: Mark Collins
Printed Name: Mark Collins
Title: Pres.

THE STATE OF TEXAS

§

COUNTY OF TRAVIS

§

This instrument was acknowledge before me on the 6th day of January, ²⁰¹⁴ ~~2007~~ by MARK COLLINS of Travis County, Texas, a political subdivision of t he State of Texas, on behalf of said County.

Marilynn K. Arthorst

Notary Public Signature





Travis County Commissioners Court Agenda Request

Meeting Date: March 4, 2014

Prepared By: Daniel Perry, District Park Manager **Phone #:** (512) 263-9114

Division Director/Manager: Charles Bergh, Parks Division Director

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

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action regarding a request from the Austin Ridge Riders Mountain Bike Club for a License Agreement to host a mountain bike race at Pace Bend Park in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

The Austin Ridge Riders Mountain Bike Club is requesting the use of Pace Bend Park on Friday, March 14, 2014 through Sunday, March 16, 2014, to host a bike race (Bicycle Sport Shop Pace Bend Park Race) and festival. The Austin Ridge Riders are not requesting exclusive use of the park, therefore, no special use fees will be charged. All event participants, vendors, sponsors, and volunteers will pay the regular per vehicle daily park entrance fees. The licensee will establish a fixed staging and finishing area and will be responsible for setup and dismantling of any tents or other structures associated with the races. All participants will park in designated pre-approved areas located within Pace Bend Park and associated rights-of-way. The races are to be confined to the existing mountain biking trails within the park interior and a section of Grisham Trail between Levi Cove and Mudd Cove. The section of Grisham Trail between Levi Cove and Mudd Cove will be closed from 7:00 AM to 3:00 PM on Sunday, March 16, 2014 as this section of roadway will be used for the staging, start, and finish lines for the events. Traffic will be redirected past this section of closed road on a parallel roadway. The trails do not conflict with the established roadways.

The Texas Mountain Bike Racing Association (TMBRA) has sanctioned the race. The licensee has added Travis County as an additional insured for this race. The licensee will employ off-duty park rangers and emergency medical staff to provide security, respond to emergency medical calls, and to resolve any conflicts with regular park users.

This will be the fifth year the Pace Bend Mountain Bike Race will be held at Pace Bend Park. This event was originally held at Travis County's Milton Reimers Ranch Park in 2008 and 2009 (formerly known as the Single Track Stampede) with great success. The race organizers estimate that over the event weekend approximately

450-500 participants will take part in this year's event, with a similar number of spectators. The participants will compete in races held on the mountain bike trails in the park's interior. Parking areas have been designated by park staff to accommodate the expected increase in vehicles that will be in the park for this event.

Since the Pace Bend Race was held at Pace Bend Park the last three years, there has been increasing demand for large mountain bike events. The Pace Bend Race is one of the Texas Mountain Bike Racing Association's officially sanctioned races in this year's Texas Cross Country State Mountain Bike Series. The Pace Bend Race will attract participants from across the state to the park.

STAFF RECOMMENDATIONS:

Staff recommends approval of this License Agreement.

ISSUES AND OPPORTUNITIES:

The non-competitive bike races are scheduled for March 15, 2014, from 7:00 AM – 7:00 PM. The competitive races are scheduled for March 16, 2014, to start at 7:00 AM and conclude no later than 3:00 PM. These races will not significantly impact regular daily park visitation or visitor activities with the exception of the mountain bike trails being closed to the public on Sunday, March 16, 2014 for the competitive races and the detour around the event staging area.

The mountain bike trails will be open to the public on Saturday, March 15th as the races on Saturday will be informal and the trails will be used to by all participants to get familiarized with the race course.

The organizers have scheduled volunteers to be stationed at roadway intersections in order to safely control vehicular traffic on the roadways during the event.

FISCAL IMPACT AND SOURCE OF FUNDING:

All vehicles being brought into the park for purposes associated with this licensing activities will be charged regular per vehicle daily park entrance fees.

ATTACHMENTS/EXHIBITS:

- License Agreement
- Special Event Checklist
- Park Map
- Copy of Insurance

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steve Manilla	County Executive	TNR	(512) 854-9429
Roxanne Bonner	Paralegal	Travis County	(512) 415-4186

		Attorney's Office	
	Parks Division Director	TNR	(512) 854-9408
Todd Galbraith	Race Director	Austin Ridge Riders	(512) 484-7173

CC:

Robert Armistead	Parks Division Manager	TNR	(512) 854-9831
Dan Chapman	Chief Park Ranger	TNR	(512) 263-9114
Dan Perry	District Park Manager	TNR	(512) 263-9114
Keith Rawlings	Park Supervisor II	TNR	(512) 264-3951

SM:CB:dp

4501 - Park Svs - Pace Bend Race 2014

LICENSE AGREEMENT

STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

This License Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and Austin Ridge Riders Mountain Bike Club, Inc. ("Licensee"), a Texas non-profit corporation.

WITNESSETH

THAT WHEREAS, Licensee desires to use certain property located in that park known as Travis County Pace Bend Park (the "County Park") for the purpose of holding Licensee's "Pace Bend Race" a Cross-Country Texas Mountain Bike Championship Series Race (the "Event"), and County desires to allow Licensee use of the County Park for such purpose; and

WHEREAS, Licensee fully understands the fragile nature of the habitat of the County Park and intends to fully cooperate and take whatever steps are necessary to minimize all impacts upon the various habitats during Licensee's use of the County Park and to restore the County Park to its original condition after Licensee has completed the Event.

NOW, THEREFORE, County and Licensee, in consideration of the mutual promises herein expressed and the compensation herein agreed to be paid, covenant and agree to and with each other as follows:

I. GRANT OF LICENSE

1.1 County hereby grants a license to Licensee, its employees, agents, independent producers, contractors, and suppliers, to enter and use approved areas within the County Park in connection with the Event as described herein and in the Event checklist attached hereto as **Exhibit A** and made a part hereof for all purposes (the "License"). Approved areas (the "Licensed Areas") include those roadways, trails, and park areas, together with their associated rights-of-way, shown on **Exhibit B**, attached hereto and made a part hereof for all purposes. The entire interior section of the County Park within the area bounded by FM 2322 and Grisham Trail Road and Grisham Trail Road from Levi Cove to Mudd Cove will be closed to the public on Sunday, March 16, 2014, only between 6:30 a.m. and 5:00 p.m.; all other mountain bike trails, and the remaining areas within the County Park, will remain open to the public. The License includes the following rights and privileges: (a) the right to camp overnight, in accordance with existing County Park policy and rules; (b) the right (granted to Licensee and

to third-party vendors, including Event sponsors and concessionaires) to display and sell products, merchandise and novelties, including food and non-alcoholic beverage items; and (c) at the sole discretion with Travis County Parks representatives, the right to utilize ATVs for the purpose of assisting with transportation of personnel and equipment.

1.2 All publicity, promotion and distribution rights arising out of or in connection with the Event, including all exhibition, advertising and exploitation products or services created or produced in connection therewith, shall be the sole property of Licensee, without exception and in perpetuity, and may be exploited in all media and markets and in all forms, whether known, unknown, or hereafter created. The License includes the right to bring onto the County Park and to utilize thereon personnel, personal property, materials and equipment during the term of the License.

1.3 Licensee agrees to make no structural changes to the County Park. However, the License allows for superficial preparation to be made to the County Park to facilitate Licensee's Event needs. Licensee agrees to leave the County Park in the same and as good a condition as when it was received, normal wear and tear excepted as determined by existing County parks policy. In addition, Licensee shall do the following in connection with the Event, all of which shall be coordinated and pre-approved by representatives of Travis County Parks:

- (a) arrange for temporary placement of trail marker signs along race course using County-approved materials and devices, and ensure removal of all such signage;
- (b) arrange for all preparatory trail maintenance;
- (c) ensure reasonably smooth traffic flow (vehicular, pedestrian and bicycle) into and out of the County Park;
- (d) arrange for pre-Event setup and staging activities;
- (e) arrange for placement of a sufficient (as determined by the Parks Division) number of portable restrooms in the Licensed Areas so as to satisfy the restroom needs of anticipated Event participants, sponsors and attendees/spectators;
- (f) draft and implement a trail mitigation plan in the event of wet trails; arrange for pre-Event drainage improvements, as needed;
- (g) repair, at its sole expense, within 30 days following conclusion of the Event, any trail damage caused by or in connection with the Event;
- (h) deliver public notice signage to the County Park at least one week prior to Event commencement; and
- (i) remove all trash, course markings, and equipment from the County Park following Event conclusion and prior to Licensee's departure from the County Park.

1.4 Licensee acknowledges and agrees that Licensee shall be solely responsible at all times for the actions and the safety of those persons utilizing the County Park under this Agreement, including, without limitation, protecting such persons from injury or death and protecting County's property and the property of such persons from loss or damage.

1.5 Licensee agrees to use only designated parking areas, as determined by Travis County Parks, a department within the Transportation and Natural Resources Department ("Travis County Parks") representative, to transport and park all vehicles and equipment brought into or onto the County Park by Licensee and its employees, agents, independent contractors and suppliers. At no time will Licensee be permitted to bring onto or into the County Park a number of vehicles that exceeds the capacity of the County Park parking lot, as determined by the Travis County Parks staff in its sole discretion.

1.6 During the License Term, as such term is defined below, Licensee agrees to take all reasonable measures to minimize noise and any other type of interference with or disruption of normal County Park business, including the use and enjoyment of the County Park by regular County Park visitors on those roadways or walkways that are not being used for purposes of the Event.

II. TERM OF LICENSE

2.1 The License is granted for the following days and hours (collectively, the "License Term"): (a) Saturday, March 15, 2014, from approximately 7:00 a.m. until 7:00 p.m. (purpose: setup and staging activities); (b) Sunday, March 16, 2014, beginning at approximately 6:30 a.m. and terminating approximately 5:00 p.m. (purpose: registration and payment of entry fees; traffic direction; parking and camping control; starting and finish line setup; course review; non-competition and race day activities); and (c) race day, Sunday, March 16, 2014, beginning at approximately 6:30 a.m. and terminating at approximately 5:00 p.m. (purpose: registration fee collection; Course Marshall dispatch posting; race and associated raceday activities). Licensee acknowledges and agrees that such dates and times are subject to postponement and/or rescheduling due to any cause or reason beyond the control of Licensee or as determined to be necessary by County.

III. PAYMENT TO COUNTY

3.1 In consideration of the License granted hereunder, Licensee shall provide, at its own expense, all utilities such as electricity, water, garbage removal and wastewater during Licensee's use of the County Park, as well as all traffic control devices determined to be necessary by Travis County Parks to aid in directing traffic and parking vehicles. In addition, all vehicles brought into the

County Park for purposes authorized under this Agreement, and all persons entering the County Park for the purpose of conducting the licensed activities, will be charged all normal and customary fees charged to the public. Travis County Parks staff will maintain a tally of those persons entering the County Park on behalf of Licensee (including Licensee's officials, employees, independent contractors and volunteers) by accepting Licensee-issued vehicle vouchers (one voucher per vehicle), which shall be presented to Parks staff prior to County Park entry; upon conclusion of the Event, County will present an invoice to Licensee, which Licensee shall pay immediately.

3.2 During the License Term, Licensee shall provide, at its own additional expense, security and emergency medical personnel, and associated medical equipment, through employment of Travis County Park Rangers and EMS System cleared medics as reasonably necessary (to be solely determined by Travis County Parks staff) to ensure the safety and integrity of the persons and property brought onto the County Park for the purposes authorized under this Agreement.

3.3 With respect to any additional expenses incurred by County above the expenses set forth herein, County shall invoice Licensee for the actual costs so incurred, and Licensee shall remit payment to County for the invoice amounts within thirty (30) days of receipt of invoice(s).

IV. PERMITS

4.1 Licensee shall be solely responsible for the costs and the securing of any permits required by the City of Austin, the Lower Colorado River Authority, or other governmental entities.

V. CONTROL OF TRAVIS COUNTY

5.1 Licensee and its agents shall at all times obey the direction and commands of the Executive Manager of the Travis County Transportation and Natural Resources Department, or his designees (including the Director of Travis County Parks and any and all Travis County Park Rangers), while in the County Park.

5.2 Licensee agrees to attend a pre-site meeting with TNR representatives prior to commencement of the Event. Licensee shall be responsible for contacting Dan Perry, District Manager, Travis County Parks, or other authorized Travis County Parks representative, in order to arrange a time and location for such pre-site meeting that is mutually agreeable to the parties.

5.3 Licensee and its agents shall at all times follow the Travis County Parks Rules, which TNR staff shall provide to Licensee prior to commencement of the activities licensed hereunder.

5.4 Licensee and its agents acknowledge and agree that disorderly conduct or assault, as defined by the Texas Penal Code, will not be tolerated. Such actions include, but are not limited to, abusive, indecent, profane or vulgar language that might cause a breach of the peace, or threatening or causing physical contact with someone else who might consider the contact offensive.

5.5 Any disregard of the directions, restrictions, rules or regulations referenced in this section shall be grounds for immediate revocation of the License by the Executive Manager of the Travis County Transportation and Natural Resources Department, the Director of Travis County Parks, or their designated representatives, and such action is expressly authorized herein by the Travis County Commissioners Court.

VI. USE AND REPAIRS

6.1 Licensee shall not use the County Park for any purpose other than that set forth herein. Licensee shall repair or replace any damage to the County Park caused by Licensee.

VII. INDEMNIFICATION

7.1 LICENSEE 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 ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY LICENSEE, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE COUNTY PARK.

7.2 Without in any way limiting the liability of Licensee or its obligations under this Agreement, Licensee agrees to maintain during the term of the License Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$600,000 per occurrence and \$1,000,000 in the aggregate, with Travis County named as an additional insured. Licensee has provided County with a certificate from its carrier evidencing such insurance, which certificate is attached hereto as **Exhibit C** and made a part hereof.

VIII. SAFETY

8.1 County reserves the right to prohibit persons from entering the County Park at any time safety may be a concern.

IX. AMENDMENTS

9.1 This Agreement may be amended only by written instrument signed by both County and Licensee. IT IS ACKNOWLEDGED BY LICENSEE THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY TO CHANGE OR AMEND THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT OR TO WAIVE ANY BREACH OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

X. NON-ASSIGNMENT OF RIGHTS

10.1 Licensee may not assign this Agreement or any portion or right thereof without the prior written consent of County; provided, however, Licensee shall have the right to grant, assign and transfer all or any part of its right, title and interest in or to rights arising out of or in connection with the Event publicity, promotion or distribution, in whole or in part, including all copyrights, rights of publicity, trademarks and all other legal interests and rights.

XI. NOTICES

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

If to Licensee: Todd Galbraith
Race Director
Austin Ridge Riders Mountain Bike Club, Inc.
P.O. Box 300014
Austin, Texas 78703-0014
512.484.7173
todd@atx100.com

If to County: Honorable Samuel T. Biscoe (or successor in office)
Travis County Judge
P.O. Box 1748
Austin, Texas 78767

And: Steven Manilla, P.E.

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

XII. VENUE AND CHOICE OF LAW

12.1 THE OBLIGATIONS AND UNDERTAKINGS OF EACH OF THE PARTIES TO THIS AGREEMENT SHALL BE PERFORMABLE IN TRAVIS COUNTY, TEXAS, AND THIS LICENSE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

XIII. MEDIATION

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

XIV. ENTIRETY OF AGREEMENT

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) set forth below.

TRAVIS COUNTY:

By: _____

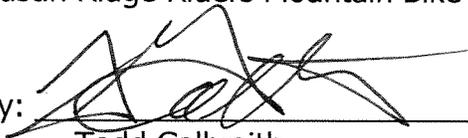
Samuel T. Biscoe
Travis County Judge

Date: _____

LICENSEE:

Austin Ridge Riders Mountain Bike Club, Inc.

By: _____



Todd Galbraith
Race Director

Date: 2/13/14

Pace Bend Race - Austin Ridge Riders 031614 – Special Event Checklist

1. Organizer's name and contact information. Include the name of the group:
 - The organizer of the Pace Bend Race is the Austin Ridge Riders Mountain Bike Club. We are a 501(c) (3) non-profit organization. www.austinridgeriders.com
 - Contact : Todd Galbraith, Race Director – 512-484-7173 todd@atx100k.com
2. Date, time, and location of the event:
 - The event will be at Pace Bend Park.
 - March 15, 2014 7am –7pm and
 - March 16, 2014 6:30 am – 5pm
 - Special access and privileges as currently identified:
 - o Trail work days for pre-race trail maintenance and preparation to be performed by Ridge Rider Volunteers. Dates are being scheduled in coordination with Pace Bend Park staff.
 - o Ability to use ATVs on park roads during race weekend to transport supplies and staff to various access points on the race course.
 - o Complete closure of the trail system to the public on Sunday, March 16, 2014.
3. Brief description of the event and its purpose:
 - The Pace Bend Race is a Cross-Country Texas Mountain Bike Championship Series Race. There are 13 competitive classes and categories of racers ranging from Beginner to Elite ranging from ages under 10 to 60+. There are also two non-competitive events; "Kids Kup" and the "First Time Racers Clinic" which feature bike safety, handling skills and applicable racing fundamentals. The race is a fund raising event for Austin Ridge Rider programs. In 2008 and 2009, the event was held at Reimers Ranch Park. The event was moved to Pace Bend Park in 2010 and has been held at that location each spring 2010-2013.
4. Organizations that will be sanctioning the event:
 - This event is sanctioned by TMBRA –Texas Mountain Bike Racing Association, www.TMBRA.org
 - The race will be officially permitted through USA Cycling, Inc. <http://www.usacycling.org/>
5. Insurance coverage:
 - The Austin Ridge Riders will have liability insurance for the event through USA Cycling.
 - USA Cycling, Inc. provides general liability and rider accident insurance for events for which a permit has been issued. Travis County is included as an additional insured party. <http://www.usacycling.org/forms/EventInsurance.pdf>
6. Number of participants, volunteers, vendors, and other people affiliated with the event:
 - The expected number of racers will be 450-500.
 - An estimated 350–400 vehicles will be in the park at any one time.
 - Throughout the two-day event approximately 600-800 vehicles in total will enter the park.
 - The total number of persons associated with the event is approximately 1000-1200.
7. When will organizers and volunteers arrive to prepare for the event? What activities will occur during the preparation?
 - Volunteers will be preparing for the event at various times January-March, performing trail maintenance and installing temporary trail signs. Course marking will be complete by March 1, 2014.
 - Some volunteers will arrive on Friday, March 14, 2014. Activities will include putting up directional signs, cones, and caution tape in the parking area, expo area and start line/transition areas. Setting up pop-up tents, marking exhibitor spaces, and directing placement of portable toilets.
 - The majority of volunteers, race officials and teams will arrive on Saturday March 15, 2014 beginning at 9:00 am. Activities will include, but are not limited to, directing traffic in the parking and expo areas, setting up team spaces, registration, setting up start and finish line, assisting with the first time racer clinic and the Kids Kup and final course review.

- Race day volunteers will arrive on Sunday, March 16, 2014 beginning at 6:30 am to direct traffic, collect onsite registration fees, dispatch to Course Marshall posts, assist with registration, start line, scoring, award presentation, and clean-up.
8. Camping:
- The Ridge Riders have reserved the improved camping area that will serve as the race headquarters and expo. Event sponsors, teams, racers, and volunteers will be camping in this area.
 - Primitive camping throughout the park will be utilized by event participants on a space available basis.
9. Park rules:
- Travis County Park Camping rules will be included in information posted on the event websites prior to the event. Rules will also be printed and made available to participants during the event.
10. Restroom facilities:
- The Ridge Riders will order 8 portable toilets including one handicapped accessible. These will be placed in a flat grassy area near the edge of the improved camping area.
11. Event parking:
- Event parking for day use only visitors will be on the peninsula adjacent to Mudd Cove. Event participants who are camping will park near their campsite. Volunteers and event sponsors will park along the road near the improved camping area in areas approved by park management. The section of road between Mudd Cove and Levi Cove will be closed to through traffic from 7:00am until 4:00pm Sunday. A barricade at each end of the closed section will direct traffic to the Mudd Cove and Levi Cove camping areas. A contracted park ranger will be posted at each barricade to direct traffic. Volunteers, sponsors, individuals with a handicapped parking pass, and individuals who are camped in the improved camping area will be allowed to pass the barricade at times that do not conflict with the race.
12. Park Fees:
- All vehicles brought into the County Park for purposes authorized under this Agreement, and all persons entering the County Park for the purpose of conducting the licensed activities, will be charged all normal and customary fees charged to the public.
 - Parks Division staff will maintain a tally of those persons entering the County Park on behalf of Licensee (including Licensee's officials, employees, independent contractors and volunteers) by accepting Licensee-issued vehicle vouchers (one voucher per vehicle), which shall be presented to Parks staff prior to County Park entry; upon conclusion of the Event, County will present an invoice to Licensee, which Licensee shall pay immediately.
13. Bike Trail Closure:
- The entire interior section of the park within the area bounded by FM2322 and Grisham Trail Road will be closed to the general public on March 16, 2014 from 6:30 am until 5pm. This area includes the entire trail system, trail heads and parking areas.
14. Trail mitigation plan:
- In the event of wet trails, the Austin Ridge Riders will have a "rain plan" that will shorten the course to omit areas more sensitive to damage.
 - The Austin Ridge Riders will repair any damage to the trail system resulting from the race. Repairs will be completed within 30 days following the race.
15. Trail markings:
- The Austin Ridge Riders will use a combination of biodegradable chalk, signs, cones and caution tape to direct vehicular, pedestrian and bicycle traffic.
 - Travis County Parks prohibit any use of spray paint, or any other method that cannot be completely removed immediately after the event.

- All event markings, signage, flagging, litter, etc., will be removed by volunteers before dark on March 16, 2014.
16. Public notice:
- The Austin Ridge Riders will prepare signs to alert park users of the event and related road and trail closures. These signs will be posted at the park entry and trailhead parking lots on or before March 1, 2014.
17. All terrain response vehicles:
- The Austin Ridge Riders will be permitted, to utilize ATVs on park roads and within the trail system to help with various tasks during the race weekend, such as transporting volunteer Course Marshals to stations, EMT personnel onto course, signs and materials to course locations, tables to EXPO, trash pick-up, etc.
18. Traffic control devices:
- The Austin Ridge Riders will be responsible for installing and removing traffic cones, signage, or other traffic control devices to aid in directing traffic and parking vehicles.
19. Emergency medical coverage:
- The Austin Ridge Riders are contracting with Southwest Emergency Action Team (S.W.E.A.T.) for 2 Level 2 certified EMTs to be on site during the race. S.W.E.A.T. was referred by Austin-Travis County EMS (Warren Hassinger).
Contact: Tannifer Ayres 512 457-8888 or tannifer@sweatmedicalteam.com
 - The Austin Ridge Riders Mountain Bike Patrol team, who are certified in CPR and First Aid, will be on site during the event and also coordinating with S.W.E.A.T. prior to the race to develop an Emergency Transport Site Plan including Star Flight landing locations.
 - All Course Marshals will have two-way radios and follow a safety protocol throughout the event.
20. Vendors:
- All vendors will be direct sponsors of the event.
 - All vendors will be located in the Expo area (improved camping area).
 - A vendor list will be provided to park staff prior to the event .
21. Litter Control:
- The Austin Ridge Riders will utilize the park dumpsters and will supply disposal trash boxes in the expo area.
 - Volunteers will collect trash bags from the expo area and deposit in dumpsters.
 - The Austin Ridge Riders will ensure that the race course and expo areas are cleared of litter before dark on March 16, 2014.
22. Race Course:
- The Austin Ridge Riders will provide a map of the race course to Travis County.



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Texas, Inc.		NAMED INSURED USA Cycling, Inc. 210 USA Cycling Point Colorado Springs, CO 80919	
POLICY NUMBER 79960314		EFFECTIVE DATE: 12/31/2013	
CARRIER Federal Insurance Company	NAIC CODE 20281-001		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Event #2014-554
 Event Name: Bicycle Sport Shop Pace Bend Race
 Event Location: Spicewood, TX
 Event Date: 03/16/2014

The above event will include Kid's Ride.

Certificate Holder is an Additional Insured with respects to Event #2014-554, Bicycle Sport Shop Pace Bend Race, in Spicewood, TX on 03/16/2014, but only with respect to the liability arising out of the Named Insured's Operations.



Liability Insurance

Endorsement

Policy Period DECEMBER 31, 2013 TO DECEMBER 31, 2014

Effective Date DECEMBER 31, 2013

Policy Number 7996-03-14

Insured USA CYCLING, INC.

Name of Company FEDERAL INSURANCE COMPANY

Date Issued OCTOBER 11, 2013

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added:

Who Is An Insured

*State Or Political
Subdivision – Permits*

Any state or political subdivision designated below is an **insured**; but they are **insureds** only with respect to liability arising out of operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

Under Bodily Injury/Property Damage Exclusions, the following exclusion is added:

Bodily Injury/Property Damage Exclusions

*Operations For State Or
Political Subdivision*

This insurance does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard** arising out of operations performed for any state or political subdivision designated as an **insured**.

Under Policy Exclusions the following exclusion is added:

Policy Exclusions

*Operations For State Or
Political Subdivision*

This insurance does not apply to **bodily injury, property damage, advertising injury or personal injury** arising out of operations performed for any state or political subdivision designated as an **insured**.

Designation Of State Or Political Subdivision

AS REQUIRED BY WRITTEN CONTRACT/PERMIT

All other terms and conditions remain unchanged.

Authorized Representative



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ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Texas, Inc.		NAMED INSURED USA Cycling, Inc. 210 USA Cycling Point Colorado Springs, CO 80919	
POLICY NUMBER 79960314		EFFECTIVE DATE: 12/31/2013	
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Liability Insurance

Endorsement

Policy Period DECEMBER 31, 2013 TO DECEMBER 31, 2014

Effective Date DECEMBER 31, 2013

Policy Number 7996-03-14

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Name of Company FEDERAL INSURANCE COMPANY

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Under Bodily Injury/Property Damage Exclusions, the following exclusion is added:

Bodily Injury/Property Damage Exclusions

*Operations For State Or
Political Subdivision*

This insurance does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard** arising out of operations performed for any state or political subdivision designated as an **insured**.



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Liability Insurance

Endorsement

Policy Period DECEMBER 31, 2013 TO DECEMBER 31, 2014
Effective Date DECEMBER 31, 2013
Policy Number 7996-03-14
Insured USA CYCLING, INC.

Name of Company FEDERAL INSURANCE COMPANY
Date Issued OCTOBER 11, 2013

This Endorsement applies to the following forms:

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Under Who Is An Insured, the following provision is added:

Who Is An Insured

*State Or Political
Subdivision – Permits*

Any state or political subdivision designated below is an **insured**; but they are **insureds** only with respect to liability arising out of operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

Under Bodily Injury/Property Damage Exclusions, the following exclusion is added:

Bodily Injury/Property Damage Exclusions

*Operations For State Or
Political Subdivision*

This insurance does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard** arising out of operations performed for any state or political subdivision designated as an **insured**.



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Event #2014-554
 Event Name: Bicycle Sport Shop Pace Bend Race
 Event Location: Spicewood, TX
 Event Date: 03/16/2014

The above event will include Kid's Ride.



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Texas, Inc.		NAMED INSURED USA Cycling, Inc. 210 USA Cycling Point Colorado Springs, CO 80919	
POLICY NUMBER 79960314		EFFECTIVE DATE: 12/31/2013	
CARRIER Federal Insurance Company	NAIC CODE 20281-001		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Event #2014-554
 Event Name: Bicycle Sport Shop Pace Bend Race
 Event Location: Spicewood, TX
 Event Date: 03/16/2014

The above event will include Kid's Ride.

Certificate Holder is an Additional Insured with respects to Event #2014-554, Bicycle Sport Shop Pace Bend Race, in Spicewood, TX on 03/16/2014, but only with respect to the liability arising out of the Named Insured's Operations.



Liability Insurance

Endorsement

Policy Period DECEMBER 31, 2013 TO DECEMBER 31, 2014

Effective Date DECEMBER 31, 2013

Policy Number 7996-03-14

Insured USA CYCLING, INC.

Name of Company FEDERAL INSURANCE COMPANY

Date Issued OCTOBER 11, 2013

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added:

Who Is An Insured

*State Or Political
Subdivision – Permits*

Any state or political subdivision designated below is an **insured**; but they are **insureds** only with respect to liability arising out of operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

Under Bodily Injury/Property Damage Exclusions, the following exclusion is added:

Bodily Injury/Property Damage Exclusions

*Operations For State Or
Political Subdivision*

This insurance does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard** arising out of operations performed for any state or political subdivision designated as an **insured**.

Under Policy Exclusions the following exclusion is added:

Policy Exclusions

*Operations For State Or
Political Subdivision*

This insurance does not apply to **bodily injury, property damage, advertising injury or personal injury** arising out of operations performed for any state or political subdivision designated as an **insured**.

Designation Of State Or Political Subdivision

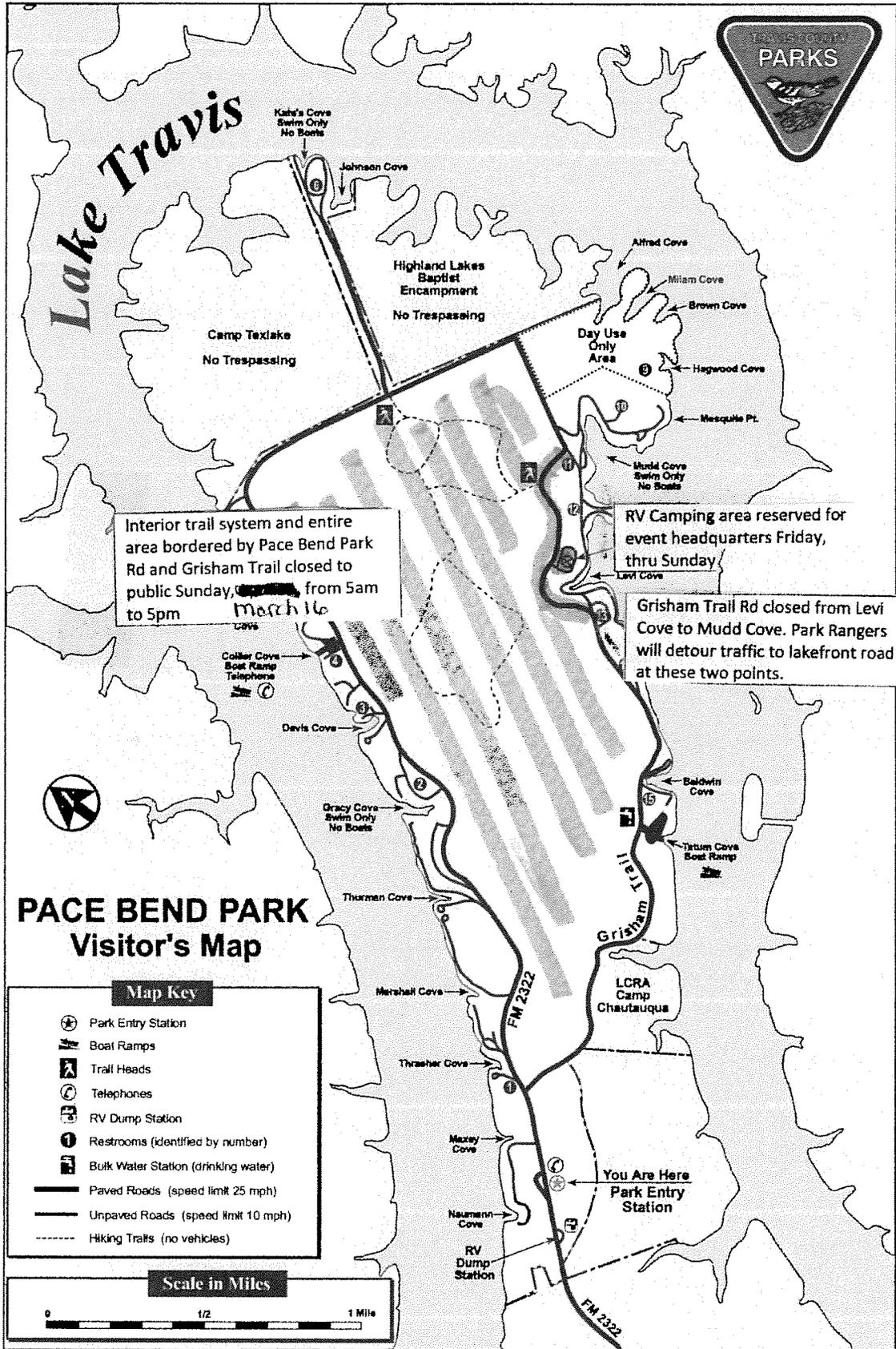
AS REQUIRED BY WRITTEN CONTRACT/PERMIT

All other terms and conditions remain unchanged.

Authorized Representative



02/28/14 09:44 AM 80-02-2306 (Rev. 4-01) 1





Travis County Commissioners Court Agenda Request

Meeting Date: March 4, 2014

Prepared By: Adele Noel **Phone #:** (512) 854 7211

Division Director/Manager: Jon White/Tom Weber - NREQ

Department Head/Title: Steven M. Manilla, 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) To approve a proposed Memorandum of Agreement with the Texas Commission on Environmental Quality (TCEQ) for local enforcement of heavy duty vehicle idling limitations;
- B) To approve a Resolution in support of the Memorandum of Agreement; and
- C) To approve an implementation plan for the local enforcement of heavy duty vehicle idling limitations.

BACKGROUND/SUMMARY OF REQUEST:

The purpose of this Memorandum of Agreement (MOA) is to renew the agreement between Travis County and TCEQ for implementing the locally enforced motor vehicle idling limitation. State rules limit heavy duty vehicle idling for vehicles that weigh more than 14k pounds to five minutes to reduce harmful air emissions. There are several exceptions to these idling. The state rule, which provides for local enforcement, is applicable only in areas where local governments have entered into a MOA with TCEQ to delegate 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 MOA expires on December 31, 2018.

STAFF RECOMMENDATIONS:

TNR recommends approval.

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 the 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. TCEQ, and several 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 11M tons of carbon dioxide, 200k tons of oxides of nitrogen, and 5k tons of particulate matter emitted annually.

FISCAL IMPACT AND SOURCE OF FUNDING:

None

EXHIBITS/ATTACHMENTS:

- Memorandum of Agreement
- Resolution
- Implementation Plan
- Idling Enforcement Procedure

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Christopher Gilmore	County Attorney	County Attorney's Office	(512) 854-9455

CC:

Jon White	Division Director NREQ	TNR	(512) 854-7212
Thomas Weber	Environmental Program Mgr	TNR	(512) 854-4629
Adele Noel	Air Quality Project Mgr	TNR	(512) 854-7211

: :
0801 - NREQ-

The Travis County Constable's Office for Precinct ____ [or the Travis County Sheriff's Office] adopts the following enforcement procedure effective as of the effective date of Travis County's memorandum of agreement with the Texas Commission on Environmental Quality ("TCEQ") regarding TCEQ's locally-enforced motor vehicle idling limitations.

Name, Title

Date

IDLING ENFORCEMENT PROCEDURE

- Upon identifying a parked vehicle in an unincorporated area of Travis County that has gross vehicle weight rating greater than 14,000 pounds, the officer will drive by or stop to listen to verify that the main engine of the vehicle is operating while the vehicle is parked.
- The officer will use a time-measuring device 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 will ask to see the driver's log book to determine if the driver is on a government-mandated rest period
- The officer will determine whether any of the exemptions listed in 30 Tex. Admin. Code Section 114.517 applies:
 - (1) the motor vehicle has a gross vehicle weight rating of 14,000 pounds or less;
 - (2) the motor vehicle has a gross vehicle weight rating greater than 14,000 pounds and 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 the motor vehicle is 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) the motor vehicle is forced to remain motionless because of traffic conditions over which the operator has no control;

- (5) the motor vehicle is 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 the motor vehicle is 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 the motor vehicle is being operated for maintenance or diagnostic purposes;
- (8) the primary propulsion engine of the motor vehicle is being operated solely to defrost a windshield;
- (9) the primary propulsion engine of the motor vehicle 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 the motor vehicle is 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 the motor vehicle is being used as airport ground support equipment;
- (12) the owner of the motor vehicle has rented or leased the vehicle to a person that operates the vehicle and is not employed by the owner; or
- (13) idling of the motor vehicle is necessary to power a heater or air conditioner while the driver of the vehicle is using the vehicle's sleeper berth for a government-mandated rest period and the motor vehicle is not within two miles of a facility offering external heating and air conditioning connections at a time when those connections are available

- If the officer determines that none of the exemptions applies, the officer may issue a warning or issue a citation to the operator of the vehicle
- If the officer issues a citation, the officer will photograph the vehicle for verification purposes

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

TRAVIS COUNTY IMPLEMENTATION PLAN FOR LOCALLY-ENFORCED MOTOR VEHICLE IDLING LIMITATIONS

BACKGROUND:

In 2013, Travis County renewed its support of the Ozone Advance Program Action Plan, a voluntary, regional ozone reduction plan adopted by the Central Texas Clean Air Coalition (CAC) of the Capital Area Council of Governments (CAPCOG) for the Austin-Round Rock Metropolitan Statistical Area (MSA), which consists of Bastrop, Caldwell, Hays, Travis, and Williamson Counties. The Action Plan builds on the work of previous plans – the One-Hour Ozone Flex Plan (2002), the Early Action Compact State Implementation Plan (2004), and the Eight-Hour Ozone Flex Plan (2008) – and is intended to keep the MSA in attainment of the current ozone standard of 75 parts per billion, reduce ozone levels enough to remain in attainment of anticipated future standards, and improve public health, particularly for vulnerable populations.

Rule 114.512 of the Texas Commission on Environmental Quality's (TCEQ) locally enforced motor vehicle idling limitations (30 Texas Administrative Code Sections 114.510-114.517) prohibits a person from idling for more than five consecutive minutes in a motorized vehicle with a gross vehicle weight of more than 14,000 pounds unless the vehicle is exempted under one of the provisions listed in Rule 114.517. Section 7.1831 of the Water Code makes a violation of Rule 114.512 a Class C misdemeanor.

The prohibition set forth in Rule 114.512 applies only within the jurisdiction of a local government that has signed a Memorandum of Agreement with TCEQ to delegate enforcement of the locally-enforced motor vehicle idling limitations to that local government.

Limiting heavy-duty vehicle idling will reduce emissions and improve air quality in Travis County. Travis County has entered into a Memorandum of Agreement with TCEQ that delegates enforcement of TCEQ's locally-enforced motor vehicle idling limitations to Travis County.

Travis County first entered into a Memorandum of Agreement with TCEQ in 2005 to TCEQ's rule for locally enforced motor vehicle idling limitations. After the first Memorandum of Agreement expired, the County entered into a second Memorandum of Agreement with TCEQ in 2008. Travis County has now entered into a third Memorandum of Agreement with TCEQ, and this implementation plan is required under the Memorandum of Agreement. Travis County's implementation will largely be education-based. Enforcement through notices and penalties is available to underscore the importance of voluntary compliance with the measure.

EDUCATION AND INFORMATION:

Travis County will:

Continue to publish and distribute fact sheets and educational brochures that include reasons for the idling limitation, the specifics of the limitations and information on available anti-idling technologies.

Post fact sheets, an educational brochure, and other anti-idling information on the County's website.

Distribute fact sheets and educational brochures to area businesses, school districts, and industry associations, targeting those most likely to be affected.

ENFORCEMENT:

Travis County will use enforcement procedures that are consistent with Section 7.351 of the Texas Water Code.

In addition, the Travis County Commissioners Court will urge County law enforcement agencies to continue to enforce anti-idling restrictions in accordance with all applicable state and local rules and regulations.

Travis County will continue providing an informational hotline [(512) 854-4400] for members of the public to report suspected idling violations.

Travis County Commissioners Court



Resolution

RESOLUTION TO IMPLEMENT TCEQ RULES REGARDING LOCALLY-ENFORCED MOTOR VEHICLE IDLING LIMITATIONS

Whereas, nitrogen oxide emissions from idling motor vehicles contribute to increased ozone levels in Central Texas;

Whereas, the Travis County area is designated as near nonattainment for the pollutant ozone;

Whereas, unsatisfactory air quality may adversely affect the public and economic health of the entire Central Texas region;

Whereas, Travis County is a member of the Central Texas Clean Air Coalition of the Capital Area Council of Governments;

Whereas, the Central Texas Clean Air Coalition has adopted an Ozone Advance Program Action Plan for the Austin-Round Rock Metropolitan Statistical Area for January 1, 2014 to December 31, 2018;

Whereas, the Ozone Advance Program Action Plan is a voluntary, regional ozone reduction plan that is intended to keep the Austin-Round Rock MSA in attainment of the current ozone standard of 75 parts per billion, reduce ozone levels enough to remain in attainment of anticipated future standards, and improve public health, particularly for vulnerable populations;

Whereas, one of the ozone reduction measures included in the Ozone Advance Program Action Plan is a commitment by local governments to enforce TCEQ's rules regarding Locally Enforced Motor Vehicle Idling Limitations;

Whereas, TCEQ's rules regarding Locally Enforced Motor Vehicle Idling Limitations are applicable only within the jurisdiction of a local government that has signed a Memorandum of Agreement with TCEQ to delegate enforcement of the provisions of TCEQ's rules regarding Locally Enforced Motor Vehicle Idling Limitations;

Whereas, Section 382.115 of the Texas Clean Air Act provides authority for counties to execute cooperative agreements with TCEQ to enforce TCEQ's rules regarding Locally Enforced Motor Vehicle Idling Limitations; and

Whereas, Travis County finds that implementation of TCEQ's rules regarding Locally Enforced Motor Vehicle Idling Limitations would serve a public purpose and would protect the health, safety, and welfare of the residents of Travis County by reducing the pollution caused by heavy duty vehicles unnecessarily idling within the County's jurisdiction;

Now, therefore, be it resolved by the Travis County Commissioners Court, Texas: on this _____ day of _____, 2014 that:

- (1) The Travis County Commissioners Court approves the Memorandum of Agreement for Vehicle Idling Limitations with TCEQ and authorizes Travis County Judge Biscoe to sign the Memorandum of Agreement on behalf of Travis County;
- (2) Travis County adopts the attached Implementation Plan for Locally-Enforced Motor Vehicle Idling Limitations.

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: March 4, 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:

Consider and take appropriate action on the Certificate of Exemption from Environmental Review for the Program Year 2013 Barkley Meadows Flood Repair Project related to the Community Development Block Grant provided by HUD.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Each year, every project must go through the appropriate level of environmental review as required by HUD. The Program Year (PY) 2013 Barkley Meadows Flood Repair Project was approved by the Commissioners Court on February 4, 2014, through a substantial amendment process.

This project includes assistance to restore Barkley Meadows Park to its state prior to the October 31, 2013 flood. The park is currently closed and is not in a state for operation due to the flood damage sustained. In order to control and stop the effects of the flood damage, the project will include activities such as the following, aimed at protecting, repairing, and/or restoring the public facility to its pre-flood damage state: tree/debris removal, play area resurfacing, playscape replacement, fence repair/replacement, curb stop replacement, bank stabilization and erosion mitigation, and re-planting trees, re-sodding and/or other re-vegetation, as needed.

Due to the nature of the project and the work is related to a flood, and the damage sustained prevents the park from opening due to health and safety

concerns, it qualifies under an exemption from environmental assessment under 24 CFR 58.34(a)(10). Please see the attached Environmental Review Record for details on the exemption.

The U.S. Department of Housing and Urban Development (HUD) requires an authority of the grantee to certify the findings of the environmental review.

In the HUD grant agreement, which is signed by Travis County, it states:

"The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulation issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58."

Per 24 CFR Part 58.2(A)(2):

"Certifying Officer means the official who is authorized to execute the Request for Release of Funds and Certification and has the legal capacity to carry out the responsibilities of Sec. 58.13."

Per Sec. 58.13:

"Under the terms of the certification required by Sec. 58.71, a responsible entity's certifying officer is the "responsible Federal official" as that term is used in section 102 of NEPA and in statutory provisions cited in Sec. 58.1(b). The Certifying Officer is therefore responsible for all the requirements of section 102 of NEPA and the related provisions in 40 CFR parts 1500 through 1508, and 24 CFR part 58, including the related Federal authorities listed in Sec. 58.5. The Certifying Officer must also:

- (a) Represent the responsible entity and be subject to the jurisdiction of the Federal courts. The Certifying Officer will not be represented by the Department of Justice in court; and*
- (b) Ensure that the responsible entity reviews and comments on all EISs prepared for Federal projects that may have an impact on the recipient's program."*

In the past, the County Attorney's Office has determined that the County Judge is identified as the Certifying Official, and is, therefore, responsible for signing the forms on behalf of the County.

STAFF RECOMMENDATIONS:

Staff recommends approval of the exemption so that a contract may be signed and work may begin.

ISSUES AND OPPORTUNITIES:

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.

Staff used the most recent guidance from HUD on disasters based on a HUD memo distributed in 2012 after Hurricane Sandy and have satisfied all of the conditions contained within the memo for exemption.

FISCAL IMPACT AND SOURCE OF FUNDING:

No advertisement or posting is required.

REQUIRED AUTHORIZATIONS:

County Attorney

Cc:

Steve Manilla, TNR

Kurt Neilson, TNR

Jon White, TNR

Cyd Grimes, Purchasing

Nicki Riley, Auditor's Office

Janice Cohoon, Auditor's Office

Alan Miller, PBO

Leslie Browder, PBO

Stacey Scheffeld, TNR

Mary Etta Gerhardt, County Attorney's Office

Charles Bergh, TNR

Robert Armistead, TNR

Cynthia McDonald, TNR

Jason Walker, Purchasing

DeDe Bell, Auditor's Office

Michelle Gable, Auditor's Office

Aerin Toussaint, PBO

Jessica Rio, PBO

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.



Environmental Review for Activity/Project that is Exempt or Categorically Excluded Not Subject to Section 58.5 Pursuant to 24 CFR Part 58.34(a) and 58.35(b)

Project Information

Project Name: Travis County PY13 Barkley Meadows Park Flood Damage Repair

Responsible Entity (RE): Travis County

Grant Recipient (if different than Responsible Entity):

State/Local Identifier: _____

Preparer: Elena Rivera / Planner / CDBG Program / Travis County Health & Human Services and Veterans Service

Certifying Officer Name and Title: Samuel T. Biscoe / County Judge

Consultant (if applicable): N/A

Project Location: Barkley Meadows Park in Southeast Travis County, Texas
4529 SH 130, Del Valle, TX 78617, Travis County, Texas

Description of the Proposed Project [24 CFR 58.32; 40 CFR 1508.25]:

This project includes assistance to restore Barkley Meadows Park to its state prior to the October 31, 2013 flood. The park is currently closed and is not in a state for operation due to the flood damage sustained. In order to control and stop the effects of the flood damage, the project will include activities such as the following, aimed at protecting, repairing, and/or restoring the public facility to its pre-flood damage state: tree/debris removal, play area resurfacing, playscape replacement, fence repair/replacement, curb stop replacement, bank stabilization and erosion mitigation, and re-planting trees, re-sodding and/or other re-vegetation, as needed.

(See Appendices A & B for project information and area of benefit map, respectively.)

Level of Environmental Review Determination:

Activity/Project is Exempt per 24 CFR 58.34(a): (10)*

Activity/Project is Categorically Excluded Not Subject To §58.5 per 24 CFR 58.35(b): ____

*See Appendix C for documentation of the determination that 24 CFR 58.34(a)(10) is applicable, as required by HUD's Memorandum dated December 11, 2012 pertaining to Environmental Review Processing During Emergencies and Following Disasters under 24 CFR Part 58.

Funding Information

Grant Number	HUD Program	Funding Amount
B-09-UC-48-0503	CDBG	\$466,720.52
B-10-UC-48-0503	CDBG	\$77,904.95

Estimated Total HUD Funded Amount: \$544,625.47

This project anticipates the use of funds or assistance from another Federal agency in addition to HUD in the form of (if applicable): N/A

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]: Up to \$544,625.47

Compliance with 24 CFR §50.4 and §58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR 50.4 and 58.6	Are formal compliance steps or mitigation required?	Compliance determinations
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §58.6		
Airport Runway Clear Zones and Accident Potential Zones 24 CFR Part 51 Subpart D	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Not applicable since the project does not involve the sale or purchase of existing property.
Coastal Barrier Resources Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Not applicable since the project is not located in a coastal barrier resource area. See map in Appendix D.
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Flood insurance requirements not applicable. See Appendix E for explanation and documentation of compliance determination.

Mitigation Measures and Conditions [40 CFR 1505.2(c)]

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure

Preparer Signature: _____ Date: _____

Name/Title/Organization: Elena Rivera / Planner / CDBG Program / Travis County Health & Human Services and Veterans Service

Responsible Entity Agency Official Signature:

_____ Date: _____

Name/Title: Sam T. Biscoe / County Judge

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

APPENDIX A – Project Information

Project Name: Travis County PY13 Barkley Meadows Park Flood Damage Repair

Figure 1: General Project Information

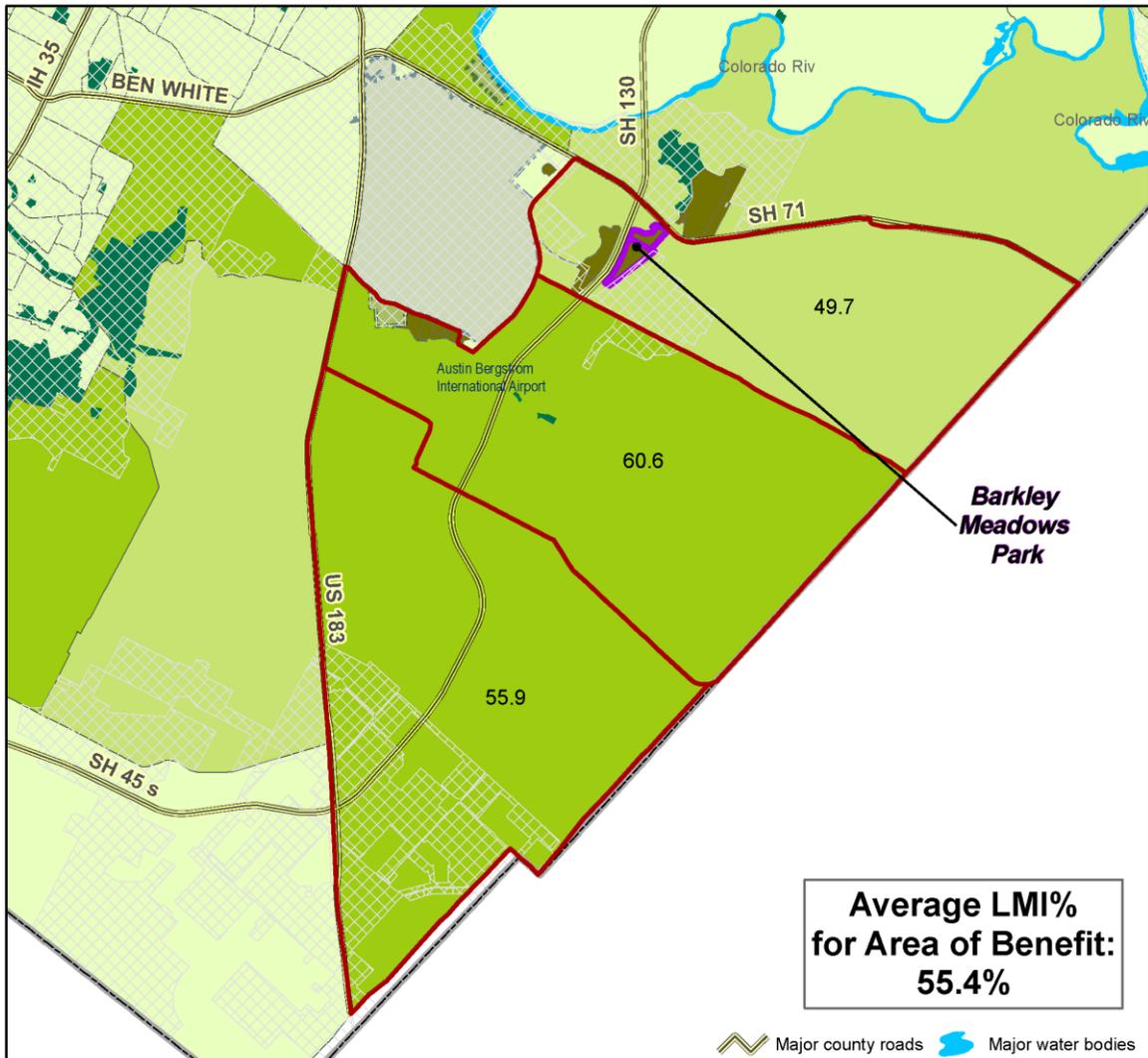
CDBG Funding:	\$547,101.99
Leverage Funding:	\$0
Program Delivery:	Contractor, TBD
Program Oversight:	Transportation and Natural Resources – Parks
Estimated Start/Completion Date:	February 2014 –June 2014
Location:	Barkley Meadows Park in Southeast Travis County. See map below for more detail.

Figure 2: Priority and Performance Measurement Information (HUD–prescribed)

Priority Need Category:	Public Facility	Project:	Public Facilities
Eligible Activity:	Parks	Outcome Category:	Availability/ Accessibility
Objective Category:	Suitable Living Environment	Specific Objective:	Restore park to its pre-flood state
Citation:	570.201(c)	Accomplishment:	5,524 people
Eligibility:	LMA	Matrix Code:	03G
Priority in the 2011-2013 Strategic Plan #:	Medium, but Urgent due to Flood	Travis County HTE #:	

APPENDIX B – Area of Benefit Map

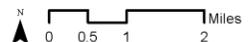
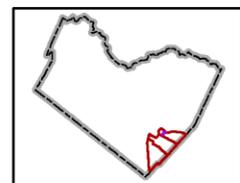
AREA OF BENEFIT for Barkley Meadows Park 4529 SH 130, Del Valle, TX 78617 Travis County, Texas



- Barkley Meadows Park
- Area of Benefit
- Incorporated Areas
- Travis County Parks
- City of Austin Parks
- ABIA (airport)
- Travis County

% of LMI Households per Block Group

- 0.00 - 45.13%
- 45.14 - 50.99%
- 51.00 - 100.00%



Source: Low to Moderate Income Data is based on Census 2000 Income Data produced by HUD.
Created by: Travis County HHS/VS, CDBG Office, 2013

APPENDIX C

FEBRUARY 14, 2014

ERR documentation of eligibility of the following project for the exemption provided by 24 CFR 58.34(a)(10)

PROJECT: EMERGENCY REPAIRS TO BARKLEY MEADOWS PARK

This project is eligible for the exemption provided by 24 CFR 58.34(a)(10) since it meets the three conditions listed in the HUD Memorandum dated December 11, 2012 (pertaining to Environmental Review Processing During Emergencies and Following Disasters under 24 CFR Part 58), as described below:

1. The activities "do not alter environmental conditions."
The activities are limited to repairs to vital park and/or stormwater control infrastructure aimed at restoring the functionality and safety of the detention ponds and other stormwater control structures, and associated features, including the children's playground, to their pre-flood damage state.
2. The activities are "limited to protection, repair, or restoration activities necessary to control or arrest the effects" of the flood damage.
The project includes assistance to restore Barkley Meadows Park to its state prior to the October 31, 2013 flood. The park is currently closed and is not in a state for operation due to the flood damage sustained. In order to control and stop the effects of the flood damage, the project will include activities such as the following, aimed at protecting, repairing, and/or restoring the public facility to its pre-flood damage state: tree/debris removal, play area resurfacing, playscape replacement, fence repair/replacement, curb stop replacement, bank stabilization and erosion mitigation, and re-planting trees, re-sodding and/or other re-vegetation, as needed.
The activities do not include new additions, relocation, or enlargements, or changes to the primary use or density of occupancy; and includes work that:
 - (i) makes permanent repairs to damaged structures; and/or
 - (ii) is for restoration of essential community services and related utilities and facilities to their condition prior to the disaster without significant change in size or capacity.
3. The activities are necessary only to control or arrest the effects from the flood disaster. On November 4, 2013, the Travis County Judge provided a flood disaster declaration. On Friday, December 12, 2013, Texas Governor Rick Perry issued a State Disaster Proclamation for Travis and surrounding counties. FEMA has been out to assess the damage and the County is waiting for a decision on whether or not a Presidential declaration will be made. Nonetheless, repairs need to be made to vital park and/or stormwater control infrastructure.

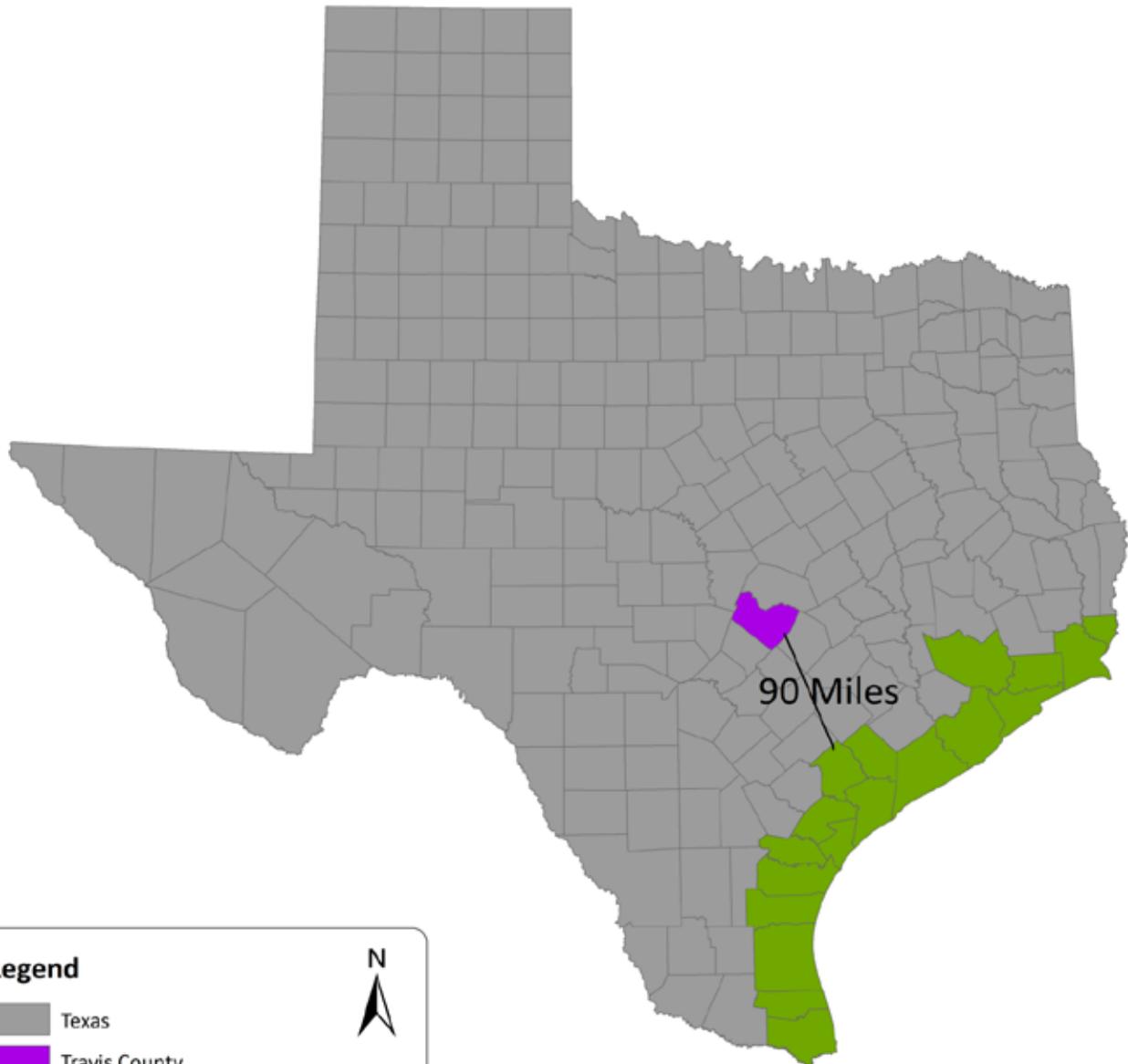
APPENDIX D

Coastal Barrier Map

Coastal Zone Management

Travis County, TX and Coastal Zone Boundary by County

The distance from Travis County to nearest coastal counties (Jackson/Victoria County) is approximately 90 miles.



Legend

- Grey square: Texas
- Purple square: Travis County
- Green square: Coastal Zone Boundary by County



Source: Texas General Land Office, Texas Coastal Management Program.
http://www.glo.texas.gov/what-we-do/caring-for-the-coast/_documents/landing-page-folder/CoastalBoundaryMap.pdf
Created By: Travis County HHS/VS, CDBG Office, 2012.

APPENDIX E

FEBRUARY 14, 2014

ERR documentation for the following project of compliance with the flood insurance requirements under 24 CFR 58.6

PROJECT: EMERGENCY REPAIRS TO BARKLEY MEADOWS PARK

Pertaining to the flood insurance requirements under 24 CFR 58.6, Travis County has determined that, even though the project is located in the FEMA 100-year floodplain (Attachment A), no formal compliance steps or mitigation is required.

Per Attachment B, Travis County is a participating community in the National Flood Program; therefore, flood Insurance under the National Flood Insurance Program would be required per 24 CFR 58.6. However, although the project involves construction or repair work in the floodplain area, the activities do not involve a “structure”. See analysis below.

Analysis of the flood insurance requirements of 24 CFR 58.6:

With respect to the definition for ‘structure’ in the floodplain regulations:

(44 CFR parts 59 through 79 is referenced with respect to flood insurance requirements in 24 CFR 58.6)

TITLE 44—Emergency Management and Assistance

Chapter I—FEMA, Department of Homeland Security, Subchapter B – Insurance and Hazard Mitigation, Parts 50-149

From 44 CFR 59.1 Definitions

Structure means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home. Structure, for insurance purposes, means:

(1) A building with two or more outside rigid walls and a fully secured roof, that is affixed to a permanent site;

(2) A manufactured home (“a manufactured home,” also known as a mobile home, is a structure: built on a permanent chassis, transported to its site in one or more sections, and affixed to a permanent foundation); or

(3) A travel trailer without wheels, built on a chassis and affixed to a permanent foundation, that is regulated under the community's floodplain management and building ordinances or laws.

For the latter purpose, “structure” does not mean a recreational vehicle or a park trailer or other similar vehicle, except as described in paragraph (3) of this definition, or a gas or liquid storage tank.

And per 24 CFR §55.2 Terminology.

(a) With the exception of those terms defined in paragraph (b) of this section, the terms used in this part shall follow the definitions contained in section 6 of Executive Order 11988, section 7 of

Executive Order 11990, and the Floodplain Management Guidelines for Implementing Executive Order 11988 (43 FR 6030, February 10, 1978), issued by the Water Resources Council; the terms “special flood hazard area,” “criteria,” and “Regular Program” shall follow the definitions contained in FEMA regulations at 44 CFR 59.1; and the terms “Letter of Map Revision” and “Letter of Map Amendment” shall refer to letters issued by FEMA, as provided in 44 CFR part 65 and 44 CFR part 70, respectively.

The term “structure” is not defined in 24 CFR 55.2; therefore the sources referenced in 24 CFR 55.2 were searched:

- a. Section 6 of Executive Order 11988 - The term “structure” does not appear in this source.
- b. Section 7 of Executive Order 11990 - The term “structure” does not appear in this source.
- c. Floodplain Management Guidelines for Implementing Executive Order 11988 (43 FR 6030, February 10, 1978) – In the Glossary in this source, “structures” refers to:

Structures-walled or roofed buildings, including mobile homes and gas or liquid storage tanks that are primarily above ground (as set by the NFIP).

And the term “facility” is defined as:

Any man-made or manplaced item other than a structure.

Based on the above definitions, Travis County concludes that there are no structures in the area of interest where the work is being proposed, and that, therefore, the flood insurance requirements of 24 CFR 58.6 do not apply to the project referenced above.

Per memo from Travis County Human Resources Management Department (Attachment C), Travis County is self-insured for losses to the amenities in our parks due to flood damage. Construction of the park was permitted under the Travis County Flood Hazard Area Development Permit, and an email from the Permits Program Manager notes that the permit also applies to the repairs (see permit and email in Attachment D).

Attachments:

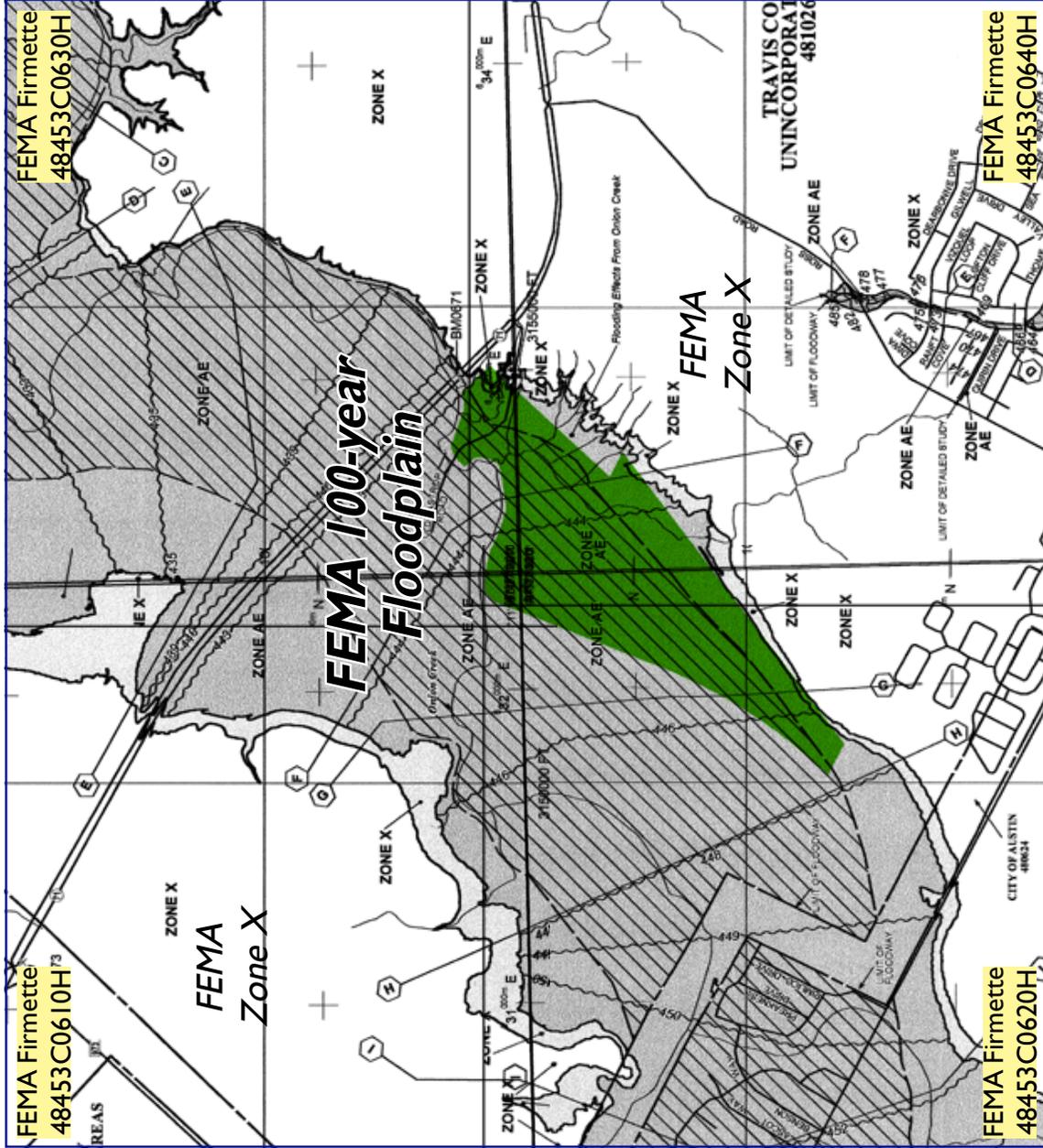
Attachment A – Floodplain Map for Barkley Meadows Park

Attachment B - Federal Emergency Management Agency, Community Status Book Report, Communities Participating in the National Flood Program -TEXAS

Attachment C - Memo from Travis County Human Resources Management Department pertaining to self-insurance

Attachment D - Travis County Flood Hazard Area Development Permit and email from the Permits Program Manager

I 100-Year Floodplain Map for Barkley Meadows Park 4529 SH 130, Del Valle, TX 78617 Travis County, Texas



*Shows that the park is in the
FEMA 100-year floodplain
(also known as the Special
Flood Hazard Area (SFHA)).*

 Barkley Meadows Park

Derived from FEMA Firmettes: 48453C0610H, 48453C0620H, 48453C0630H, and 48453C0640H. FEMA Firmettes obtained by Travis County HHS/V.S. CDBG Office, from the Federal Emergency Management Agency (FEMA) website accessed on February 5, 2014.

Federal Emergency Management Agency Community Status Book Report TEXAS

Communities Participating in the National Flood Program

CID	Community Name	County	Init FHBM Identified	Init FIRM Identified	Curr Eff Map Date	Reg-Emer Date	Tribal
480670#	TAYLOR, CITY OF	WILLIAMSON COUNTY	03/29/74	03/01/82	09/26/08	03/01/82	No
480236	TEAGUE, CITY OF	FREESTONE COUNTY	02/06/76		(NSFHA)	10/28/77	No
480034#	TEMPLE, CITY OF	BELL COUNTY	11/08/77	01/19/83	09/26/08	01/19/83	No
481006	TENAHA, CITY OF	SHELBY COUNTY	07/30/76	07/03/85	07/03/85(M)	07/03/85	No
480619#	TERRELL COUNTY*	TERRELL COUNTY	08/16/74	09/01/87	09/01/87(L)	09/01/87	No
480048#	TERRELL HILLS, CITY OF	BEXAR COUNTY	05/17/74	01/16/81	09/29/10	01/16/81	No
480416#	TERRELL, CITY OF	KAUFMAN COUNTY	12/20/74	09/30/80	07/03/12	09/30/80	No
481019#	TERRY COUNTY*	TERRY COUNTY	06/14/77		06/14/77	05/03/01(E)	No
480060#	TEXARKANA, CITY OF	BOWIE COUNTY	06/07/74	03/01/79	10/19/10	03/01/79	No
485514#	TEXAS CITY, CITY OF	GALVESTON COUNTY		06/05/70	05/04/92	11/20/70	No
481129	TEXLINE, CITY OF	DALLAM COUNTY				01/16/01(E)	No
481581#	THE COLONY, CITY OF	DENTON COUNTY	08/16/84	09/29/86	04/18/11	09/29/86	No
	INCLUDES THE TOWN OF EASTVALE						
480063#	THE HILLS, VILLAGE OF	TRAVIS COUNTY		04/15/02	09/26/08	11/15/06	No
481642#	THOMPSONS, TOWN OF	FORT BEND COUNTY		09/30/92	01/03/97	09/30/92	No
481632#	THRALL, CITY OF	WILLIAMSON COUNTY		09/27/91	09/26/08(M)	09/27/91	No
485515	THREE RIVERS, CITY OF	LIVE OAK COUNTY	07/01/70	06/18/71	07/05/84	06/18/71	No
480693#	THROCKMORTON, CITY OF	THROCKMORTON COUNTY	05/03/74	04/15/77	04/15/77	04/15/77	No
481585#	TIKI ISLAND, VILLAGE OF	GALVESTON COUNTY	04/09/71	04/09/71	11/01/85	04/15/83	No
485518#	TIMBERCREEK CANYON, VILLAGE OF	RANDALL COUNTY	01/26/84	06/04/10	06/04/10	01/26/84	No
481007	TIMPSON, CITY OF	SHELBY COUNTY	11/05/76		(NSFHA)	01/26/83	No
481624#	TIOGA, TOWN OF	GRAYSON COUNTY		05/18/92	09/29/10(M)	01/16/01	No
480531#	TIRA, CITY OF	HOPKINS COUNTY		03/17/11	03/17/11(M)	03/17/11	No
481023#	TITUS COUNTY*	TITUS COUNTY	06/03/77	09/29/10	09/29/10(M)	05/31/11	No
480868#	TOLAR, CITY OF	HOOD COUNTY	07/18/75	08/16/12	08/16/12(M)	08/16/12	No
480622#	TOM GREEN COUNTY *	TOM GREEN COUNTY	03/14/78	08/03/92	06/19/12	08/03/92	No
480315#	TOMBALL, CITY OF	HARRIS COUNTY	01/24/75	12/18/84	06/18/07	12/18/84	No
481532#	TOOL, CITY OF	HENDERSON COUNTY	05/29/79	09/27/91	04/05/10	03/09/10	No
480539	TOYAH, CITY OF	REEVES COUNTY	12/27/74	08/01/87	08/01/87(L)	08/01/87	No
481026#	TRAVIS COUNTY*	TRAVIS COUNTY	03/07/78	04/01/82	09/26/08	04/01/82	No
481130#	TRENT, CITY OF	TAYLOR COUNTY	07/23/76	02/01/08	01/06/12(M)	02/01/08	No
480814#	TRENTON, CITY OF	FANNIN COUNTY	08/15/75	06/19/85	02/18/11(M)	06/19/85	No
480333#	TRINIDAD, CITY OF	HENDERSON COUNTY	10/18/74	01/16/79	04/05/10(M)	01/16/79	No
481031	TRINITY COUNTY*	TRINITY COUNTY				04/26/95(E)	No
481033	TRINITY, CITY OF	TRINITY COUNTY	08/13/76	03/01/87	03/01/87(L)	03/01/87	No
481606#	TROPHY CLUB, TOWN OF	TARRANT COUNTY/DENTON COUNTY	05/27/77	08/03/89	04/18/11	06/12/87	No
480570#	TROUP, CITY OF	CHEROKEE COUNTY/SMITH COUNTY	04/12/74	01/23/79	01/06/11	01/23/79	No
480709#	TROY, CITY OF	BELL COUNTY	11/12/76	06/01/81	09/26/08	06/01/81	No
480581	TULIA, CITY OF	SWISHER COUNTY	05/17/74	03/01/88	03/01/88(L)	03/01/88	No
480280	TURKEY, CITY OF	HALL COUNTY	06/28/74	02/15/85	02/15/85(M)	02/15/85	No
481017#	TUSCOLA, CITY OF	TAYLOR COUNTY	08/29/75	11/01/89	01/06/12(M)	11/01/89	No
481018#	TYE, CITY OF	TAYLOR COUNTY	07/11/75	01/06/12	01/06/12(M)	01/06/12	No
481034#	TYLER COUNTY*	TYLER COUNTY	11/08/77	10/01/91	04/04/11(M)	10/01/91	No
480571#	TYLER, CITY OF	SMITH COUNTY	01/10/75	08/01/80	09/26/08	08/01/80	No
481668#	UHLAND, CITY OF	CALDWELL COUNTY/HAYS COUNTY		02/18/98	06/19/12	12/04/09	No
481559	UNCERTAIN, CITY OF	HARRISON COUNTY	07/18/75		(NSFHA)	08/21/79	No



Human Resources Management Department

700 Lavaca St. 4th Floor

● P.O. Box 1748

● Austin, Texas 78767

● (512) 854-9165 / FAX(512) 854-3128

February 14, 2014

Ms. Christy Moffett,

Travis County provides for insurance coverage through commercial insurance or by self-funding (self-insurance) for losses incurred. Travis County Code chapter 31 (The Risk Resolution) provides the authority for the County to self-insure. Travis County is self-insured for losses to the amenities in our parks due to flood damage. If you need additional information please contact me at 512-854-9650. Thank you.

Sincerely,

William F Paterson A.R.M.
Risk Manager
512-854-9650
william.paterson@co.travis.tx.us



**NOTICE OF CLASS "B"
TRAVIS COUNTY FLOOD HAZARD AREA
DEVELOPMENT PERMIT**

This Permit No 12-1354 is issued on 8/28/2012 and is effective immediately.

This Permit is Issued to: TNR (ROGER SCHUCK)
and is not transferrable.

This Permit authorizes the permittee to construct development in strict compliance with the requirements of Travis County Flood Plain Management Regulations on the following described property:

JOSE NAVARRO (4 TRACTS)
PEARCE LN at SH 130
Non-Residential NEW PARK

Elevation certificate completion is not **required**.
Mechanical and Electrical Inspection is not required.
Special Provisions are attached.

This permit shall be posted in a location where it is visible to the public, protected from weather, and secure from vandalism and will remain posted until work is complete.

The permittee shall have an Elevation Certificate completed in compliance with Regulations Sec. 5.E. and/or mechanical and electrical inspections, if required.

The lowest Floor shall be at or above the elevation 460 ft. MSL

Notes:
Compliance with the Endangered Species Act is the responsibility of the
Issuance of this permit does not imply compliance with deed and/or plat restrictions.
Contact Travis County Prior to Construction.
Inspector: Roy Wright 854-9114

Stacey Scheffel
Floodplain Administrator
Travis County
Transportation and Natural Resources

Special Provisions:

All development shall be in accordance with plans received by Travis County

Created 02-28-14 at 9:44 am

From: [Stacey Scheffel](#)
To: [Christy D. Moffett](#)
Subject: RE: Barkley Meadows permit
Date: Thursday, February 06, 2014 2:43:15 PM

The permit is valid for the repairs

From: Christy D. Moffett
Sent: Thursday, February 06, 2014 2:42 PM
To: Stacey Scheffel
Subject: RE: Barkley Meadows permit

Thanks! Will the repairs operate under the same permit or will the Contractor need to re-apply?

Christy Copeland Moffett, LMSW
CDBG Planning Project Manager
Office of the County Executive
Travis County Health and Human Services & Veterans Service

P.O. Box 1748, Austin, TX 78767
P: 512.854.3460 F: 512.854-7140
www.traviscountytexas.gov/cdbg

From: Stacey Scheffel
Sent: Thursday, February 06, 2014 2:38 PM
To: Christy D. Moffett
Subject: Barkley Meadows permit

Hi Christy,
Attached is the permit I issued for the park (phase 1) construction.

Check the status of your permit application anytime online at MyPermitNow.org

Stacey Scheffel, CFM
Permits Program Manager
Floodplain Administrator
OSSF Designated Representative OS0011143
Travis County TNR- Development Services
512-854-7565
stacey.scheffel@co.travis.tx.us



Travis County Commissioners Court Agenda Request

Meeting Date: 03/04/2014, 9:00 AM, Voting Session

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

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

Commissioners Court Sponsor: Judge Samuel T. Biscoe

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

- A. New Application to the United States Department of Justice for a Continuing the Culture of Safety grant program in the Juvenile Probation Department. Grant provides funds to enhance education, monitoring, and departmental policies;
- B. New Application to the United States Fish and Wildlife Services for a FY14 Section 6 Nontraditional Grant - Balcones Canyonland Preserve grant with Transportation and Natural Resources Department. Grant provides resources to purchase additional preservation habitat; and
- C. Annual application to the United States Department of Health and Human Services/Administration for Children and Families to continue the Parenting in Recovery II grant program in Health and Human Services Department.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Items A and B are new grant programs. Item A provides funds for training as part a new program to enhance staff training and resident education.

Item B is a grant to US Fish and Wildlife to assist in the purchase of BCP habitat. The grant opportunity was discussed with Commissioners Court on 02/25/14.

Item C is the annual renewal application for the Parenting in Recovery II grant program.

STAFF RECOMMENDATIONS:

PBO recommends approval.

ISSUES AND OPPORTUNITIES:

Additional information is provided on the grant summary sheets.

FISCAL IMPACT AND SOURCE OF FUNDING:

All three items require a grant match. Items A and C require matches which are met through the allocation of existing resources.

Item B requires a match of \$3,301,450, which is met through funds budgeted in the BCP fund Allocated Reserve for land acquisition purposes. The BCP Fund has an Allocated

Reserve of \$12,961,486. If approved this proposed action would reduce this reserve to \$9,660,036.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office
County Judge's Office

Leslie Browder
David Salazar

TRAVIS COUNTY

3/4/2014

Created 02-28-14 at 9:44 AM

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE
FY 2014

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

Dept.	Grant Title	Grant Period	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Notes	PBO	Auditor's Assessment	Page #
A	145 Continuing the Culture of Safety	10/01/14 - 003/30/16	\$17,338	\$17,338	\$0	\$0	\$34,676	0.00	R	MC	9	
B	149 FY 14 Section 6 Nontraditional Grant-Balcones Canyonland Preserve	06/01/14 - 05/31/17	\$2,000,000	\$3,301,450	\$0	\$0	\$5,301,450	0.00	R	MC	87	
C	158 Parenting in Recovery II	09/30/13 - 09/29/14	\$618,816	\$333,209	\$0	\$0	\$952,025	2.00	R	EC	100	

PBO Notes:

- R - PBO recommends approval
- NR - PBO does not recommend approval
- D - PBO recommends item be discussed

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

- S - Simple
- MC - Moderately Complex
- C - Complex
- EC - Extremely Complex

**FY 2014 Grant Summary Report
Grant Applications approved by Commissioners Court**

The following is a list of grants for which application has been submitted since October 1, 2013, and the notification of award has not yet been received.

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date	Created
124	Formula Grant-Indigent Defense Program	10/1/13 - 09/30/14	\$442,000	\$0	\$0	\$0	\$442,000	0.00	10/15/2013	10-28-13 at 9:45 am
155	Prostitution Prevention Program-Planning Grant	01/01/14 - 08/31/14	\$30,000	\$0	\$0	\$0	\$30,000	0.00	10/22/2013	
117	Southwest Travis County Historical Survey	10/01/13 - 09/30/15	\$8,500	\$0	\$7,500	\$1,000	\$17,000	0.00	11/12/2013	
119	Underage Drinking Prevention grant	10/01/14 - 09/30/15	\$161,204	\$0	\$35,951	\$55,000	\$252,155	3.00	11/26/2013	
155	Prostitution Prevention Program-Planning Grant*	01/01/14 - 12/31/14	\$40,000	\$0	\$0	\$0	\$40,000	0.00	12/3/2013	
137	Bystander Intervention Conference	10/01/2013 - 12/31/2014	\$37,450	\$0	\$0	\$0	\$37,450	0.00	1/28/2014	
145	Juvenile Accountability Block Grant: Local Assessment Center	09/01/2014 - 08/31/2015	\$47,903	\$5,323	\$0	\$0	\$53,226	0.00	1/28/2014	
147	Emergency Management Performance Grant	10/01/2013 - 09/30/2014	\$69,699	\$69,699	\$0	\$0	\$139,398	0.00	1/28/2014	
124	Travis County Veterans' Court	09/01/2014 - 08/31/2015	\$184,020	\$0	\$0	\$0	\$184,020	2.00	2/11/2014	
124	Indigent Defense System Evaluation Project	10/01/2014 - 09/30/2015	\$122,813	\$0	\$0	\$0	\$122,813	1.00	2/11/2014	
149	Keep America Beautiful Park Bin program	03/15/14 - 12/30/14	\$44,897	\$0	\$0	\$0	\$44,897	0.00	2/11/2014	
145	Streamlining Assessment Practices to Improve Youth Substance Abuse Outcomes	09/01/2014 - 08/31/2015	\$82,123	\$0	\$0	\$0	\$82,123	0.00	2/18/2014	
145	Enhancing Services for Victims of Crime	09/01/2014 - 08/31/2015	\$66,761	\$16,690	\$0	\$0	\$83,451	1.20	2/18/2014	

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
145	Drug Court & In-Home Family Services	09/01/2014 - 08/31/2015	\$241,596	\$26,844	\$0	\$0	\$268,440	2.30	2/18/2014
145	Trauma Informed Assessment and Response Program	09/01/2014 - 08/31/2015	\$110,745	\$0	\$0	\$0	\$110,745	0.50	2/18/2014
142	State Drug Court Training Grant	09/01/14 - 08/31/15	\$197,000	\$0	\$0	\$0	\$197,000	0.00	2/25/2014
145	The Eagle Soars: An Educational and Career Development Program	09/01/14 - 08/31/15	\$75,822	\$0	\$0	\$0	\$75,822	0.00	2/25/2014
142	Drug Diversion Court	09/01/14 - 08/31/15	\$132,586	\$0	\$0	\$0	\$132,586	0.00	2/25/2014
139	Adult Probation DWI Court	09/01/14 - 08/31/15	\$242,175	\$0	\$0	\$0	\$242,175	4.00	2/25/2014
119	Family Violence Accelerated Prosecution Program	09/01/14 - 08/31/15	\$85,874	\$34,217	\$0	\$17,088	\$137,179	2.23	2/25/2014
122	Family Drug Treatment Court	09/01/14 - 08/31/15	\$142,657	\$0	\$0	\$0	\$142,657	0.00	2/25/2014
155	Prostitution Prevention Program-Planning Grant*	01/01/14 - 12/31/14	\$40,000	\$0	\$0	\$0	\$40,000	0.00	2/25/2014
			\$2,605,825	\$152,773	\$43,451	\$73,088	\$2,875,137	16.23	

*Amended from original agreement.

**FY 2014 Grant Summary Report
Grants Approved by Commissioners Court**

The following is a list of grants that have been received by Travis County since October 1, 2013.

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date	Create Date
124	Travis County Veterans's Court	09/01/13 - 08/31/14	\$185,919	\$0	\$0	\$0	\$185,919	2.00	10/1/2013	10/2-28-13 at 9:45 am
137	2010 Byrne Justice Assistance Grant*	10/01/2009 - 03/31/14	\$114,285	\$0	\$0	\$0	\$114,285	0.00	10/1/2013	
139	Travis County Adult Probation DWI Court/SAMHSA	09/30/13 - 09/29/14	\$101,270	\$0	\$0	\$0	\$101,270	1.30	10/1/2013	
139	Travis County Adult Probation DWI Court/OOG	09/01/13 - 09/31/14	\$228,460	\$0	\$0	\$0	\$228,460	4.00	10/1/2013	
142	Drug Diversion Court	09/01/13 - 08/31/14	\$132,585	\$0	\$0	\$0	\$132,585	0.00	10/1/2013	
145	Drug Court and In-Home Family Services	09/01/13 - 08/31/14	\$162,000	\$18,007	\$0	\$0	\$180,007	0.20	10/8/2013	
158	Parenting in Recovery II	09/30/13 - 09/29/14	\$481,000	\$259,000	\$0	\$0	\$740,000	2.00	10/8/2013	
120	Electronic Transmission of Ballot Portal	09/30/14 - 12/31/18	\$19,950	\$0	\$0	\$0	\$19,950	0.00	10/8/2013	
137	Vision Summit	01/01/13 - 10/31/13	\$78,147	\$0	\$0	\$0	\$78,147	0.00	10/8/2013	
137	Child Abuse Victim Services Personnel	09/01/13 - 08/31/14	\$23,092	\$0	\$34,639	\$0	\$57,731	1.00	10/15/2013	
147	Emergency Management Performance Grant	10/01/12 - 03/31/14	\$69,699	\$69,699	\$0	\$0	\$139,398	0.00	10/15/2013	
147	Homeland Security Grant Program, State Homeland Security Program	09/01/13 - 01/31/15	\$9,500	\$0	\$0	\$0	\$9,500	0.00	10/15/2013	
147	Homeland Security Grant Program, State Homeland Security Law Enforcement Terrorist Prevention Activities Program	09/01/13 - 01/31/15	\$22,500	\$0	\$0	\$0	\$22,500	0.00	10/15/2013	
158	Title IV-E Child Welfare Services	10/01/13 - 09/30/14	\$20,508	\$67,430	\$0	\$0	\$87,938	0.60	10/15/2013	
119	Family Violence Accelerated Prosecution Program	09/01/13 - 08/31/14	\$84,957	\$34,053	\$0	\$0	\$119,010	2.23	10/22/2013	
122	Family Drug Treatment Court	09/01/13 - 08/31/14	\$137,388	\$0	\$0	\$0	\$137,388	1.00	10/22/2013	

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
145	Juvenile Drug Treatment Court-SAMHSA/CSAT	09/30/13 - 09/29/14	\$227,670	\$0	\$0	\$0	\$227,670	0.00	10/22/2013
145	Trauma Informed Assessment and Response program	09/01/13 - 08/31/14	\$154,132	\$0	\$0	\$0	\$154,132	0.50	10/29/2013
145	The Eagle Soars program	09/01/13 - 08/31/14	\$62,886	\$15,722	\$0	\$0	\$78,608	1.12	10/29/2013
145	Enhancing Services for Victims of Crime Program	09/01/13 - 08/31/14	\$104,222	\$0	\$0	\$0	\$104,222	0.00	10/29/2013
124	Indigent Defense System Evaluation Project*	09/01/12 - 08/31/14	\$230,318	\$0	\$0	\$0	\$230,318	1.00	11/5/2013
145	Juvenile Probation Pre-Doctoral Psychology Internship Program	09/01/11 - 08/31/16	\$578,449	\$99,779	\$0	\$0	\$678,228	11.00	11/5/2013
145	Residential Substance Abuse Treatment Program	10/01/13 - 09/30/14	\$142,933	\$47,644	\$0	\$0	\$190,577	1.67	11/19/2013
137	State Criminal Alien Assistance Program	07/11/11 - 06/30/12	\$483,085	\$0	\$0	\$0	\$483,085	0.00	11/26/2013
158	Comprehensive Energy Assistance Program Amendment #2*	01/01/13 - 12/31/13	\$2,898,329	\$0	\$0	\$0	\$2,898,329	6.00	11/26/2013
158	Coming of Age (DADS)	11/15/13 - 03/31/14	\$14,282	\$0	\$0	\$0	\$14,282	0.00	12/3/2013
137	K9s4COPS	11/22/13 - 09/30/14	\$12,000	\$0	\$0	\$0	\$12,000	0.00	12/10/2013
145	Juvenile Probation Pre-Doctoral Psychology Internship Program	07/01/14 - 07/31/15	\$44,000	\$0	\$0	\$0	\$44,000	0.00	12/10/2013
135	Accessible Parking Awareness Campaign	01/01/14 - 06/30/14	\$37,125	\$12,375	\$0	\$0	\$49,500	0.50	12/17/2013
157	NEH Preservation Assistance for Smaller Institutions	02/01/14 - 07/31/15	\$6,000	\$0	\$0	\$0	\$6,000	0.00	12/30/2013
124	Veterans Commission Grant	01/01/2014 - 12/31/2014	\$20,000	\$0	\$0	\$0	\$20,000	0.00	1/7/2014
158	2013 Phase 31 Emergency Food and Shelter Program	07/01/2013 - 05/31/2014	\$25,000	\$0	\$0	\$0	\$25,000	0.00	1/7/2014
137	TxDOT Impaired Driving Mobilization	01/13/2014 - 09/30/2014	\$20,100	\$7,033	\$0	\$0	\$27,133	0.00	1/28/2014

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
137	Edward Byrne Justice Assistane Grant	11/13/2013 - 09/30/2016	\$80,260	\$0	\$0	\$0	\$80,260	0.00	1/28/2014
149	Pace Bend Park -Tournament Point Boat Ramp*	09/30/2012 - 09/30/2015	\$111,075	\$0	\$37,025	\$0	\$148,100	0.00	1/28/2014
145	A Culture of Excellence: Enhancing Organizational Capacity to Exceed PREA Standards*	04/01/13 - 09/30/14	\$100,000	\$0	\$0	\$0	\$100,000	0.00	2/25/2014
			\$7,223,126	\$630,742	\$71,664	\$0	\$7,925,532	36.12	

*Amended from original agreement.

FY 2014 Grants Summary Report

Permissions to Continue

Dept	Name of Grant	Grant Term per Application	Personnel Cost	Operating Transfer	Total Request	Filled FTEs	PTC Expiration Date	PTC Approval Date	Has the General Fund been Reimbursed?
158	AmeriCorps Grant Program	08/01/13 - 07/31/14	\$100,540	\$7,300	\$107,840	31.00	9/30/2013	7/30/2013	Yes
119	Family Violence Accelerated Prosecution Program	09/01/2013 - 08/31/2014	\$13,150	\$0	\$13,150	1.00	10/31/2013	8/27/2013	Yes
119	Other Victim Assistance Grant Program	09/01/2013 - 08/31/2014	\$9,286	\$0	\$9,286	1.00	10/31/2013	8/27/2013	Yes
122	Family Drug Treatment Court	09/01/2013 - 08/31/2014	\$5,422	\$0	\$5,422	1.00	9/30/2013	8/27/2013	Yes
124	Veterans' Court Program	09/01/2013 - 08/31/2014	\$13,801	\$0	\$13,801	2.00	10/31/2013	8/27/2013	Yes
137	Child Abuse Victim Services Personnel Program	09/01/2013 - 08/31/2014	\$8,852	\$0	\$8,852	1.00	10/31/2013	8/27/2013	Yes
142	Drug Diversion Court Program	09/01/2013 - 08/31/2014	\$10,376	\$0	\$10,376	1.00	10/31/2013	8/27/2013	Yes
145	Juvenile Accountability Block Grant Local Assessment Center Program	09/01/2013 - 08/31/2014	\$9,800	\$0	\$9,800	1.00	10/31/2013	8/27/2013	Yes
145	Trauma Informed Assessment and Response Program	09/01/2013 - 08/31/2014	\$5,966	\$0	\$5,966	0.50	10/31/2013	8/27/2013	Yes
145	Austin/Travis County Integral Care Community Partners for Children Coordinator	09/01/2013 - 08/31/2014	\$10,250	\$0	\$10,250	1.00	10/31/2013	8/27/2013	Yes
145	Texas Juvenile Justice Department Grants	09/01/2013 - 08/31/2014	\$405,477	\$0	\$405,477	72.00	10/31/2013	8/27/2013	Yes
139	Adult Probation DWI Court	09/01/13 - 08/31/14	\$52,519	\$0	\$52,519	4.00	11/30/2013	9/10/2013	Yes

FY 2014 Grants Summary Report

Permissions to Continue

Dept	Name of Grant	Grant Term per Application	Amount requested for PTC			Filled FTEs	PTC Expiration Date	Cm. Ct. PTC Approval Date	Has the General Funds been Reimbursed?
			Personnel Cost	Operating Transfer	Total Request				
124	Travis County Veterans' Court	09/01/13 - 08/31/14	\$13,801	\$0	\$13,801	2.00	10/31/2013	9/24/2013	Yes
122	Family Drug Treatment Court	09/01/13 - 08/31/14	\$5,566	\$0	\$5,566	1.00	10/31/2013	9/24/2013	Yes
145	Residential Substance Abuse Treatment Program	10/01/13 - 09/30/14	\$10,098	\$0	\$10,098	1.67	11/30/2013	9/24/2013	Yes
158	Parenting in Reovery II	09/30/13 - 09/29/14	\$22,909	\$0	\$22,909	1.00	12/31/2013	9/24/2013	Yes
158	Comprehensive Energy Assistance Program	01/01/2014 - 12/31/14	\$63,805	\$500,000	\$563,805	7.00	3/31/2014	12/10/2013	No
Totals			\$761,618	\$507,300	\$1,268,918	129.17			



TRAVIS COUNTY FY 14 GRANT SUMMARY SHEET

Contract #:

SAP #:

Check One:	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input checked="" type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
Department/Division:	Juvenile Probation/Residential Services, Administrative Services	
Contact Person/Title:	Maya Duff/Grant Coordinator	
Phone Number:	512-854-7046	

Grant Title:	Continuing the Culture of Safety		
Grant Period:	From: <input style="width: 100px;" type="text" value="Oct 1, 2014"/>	To: <input style="width: 100px;" type="text" value="Sep 30, 2016"/>	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	U.S. Department of Justice		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Originating Grantor:	<input style="width: 100%;" type="text"/>		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Operating:	\$ 17,338.00	\$ 17,338.00	\$ 0.00	\$ 0.00	\$ 34,676.00
Capital Equipment:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Indirect Costs:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Totals:	\$ 17,338.00	\$ 17,338.00	\$ 0.00	\$ 0.00	\$ 34,676.00
FTEs:	0.00	0.00	0.00	0.00	0.00

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

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

Performance Measures					
#	Measure	Actual FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
+ - Applicable Departmental Measures					
1.	Number of staff available to review policies and standards related to PREA	2	2	3	3
2.					
3.					
+ - Measures for the Grant					
1.	Number of policies related to PREA reviewed and/or enhanced	n/a	n/a	65	65
Outcome Impact Description		TCJPD will have consistent policies across the department that conform to PREA mandates. These policies will allow for improved training and result in fewer incidents of misconduct. Enhancing policies will also allow for an improved, more efficient response if an allegation of misconduct is made.			
2.					
Outcome Impact Description					
3.					
Outcome Impact Description					

PBO Recommendation:

The Juvenile Probation Department seeks Commissioners Court approval to submit a grant application to the Department of Justice for a new program related to Prison Rape Elimination Act (PREA) standards. This new program would enhance education through increased staff training and resident education efforts, would enhance monitoring through a new youth identification bracelet system, and would enhance departmental policies through review and revision with the help of a Policy Consultant.

PBO recommends approval of this request.

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

The goal of this project is to enhance education, monitoring, and departmental policies. Education will be enhanced through increased staff training and resident education efforts. Monitoring will be enhanced through an enhanced youth identification bracelet system. TCJPD will contract with a Policy Consultant to revise departmental policies.

This grant fits into current activities of the Department because of TCJPD's commitment to meeting and exceeding the standards of the Prison Rape Elimination Act (PREA). This will be a new program.

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

There are no long term County funding requirements of this grant.

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

50% match is required by this grant which will be funded through a county cost share.

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

No indirect costs have been requested.

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

This program will not end upon termination of grant funding. Once funds are exhausted, TCJPD will continue to seek both internal and external funding to sustain the project.

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

The County should expand into this area to promote PREA standards and ensure that sexual victimization is prevented. PREA standards became mandatory in 2012 and will be audited in 2014.

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

This program will ensure that policies are in place at TCJPD that will protect youth. It will also increase and enhance security and supervision so that sexual victimization does not take place at the facility. Ensuring a safe environment will allow TCJPD youth to focus on successful reentry.



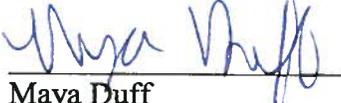
TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

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

ESTELA P. MEDINA
Chief Juvenile Probation Officer

TO: Aerin Toussaint, PBO
Budget Analyst

FROM: 
Estela P. Medina
Chief Juvenile Probation Officer

THROUGH: 
Maya Duff
Grant Coordinator

SUBJECT: Continuing the Culture of Safety Grant Application to the Department of Justice

DATE: February 14, 2014

The Travis County Juvenile Probation Department is submitting an application for funding from the Department of Justice (DOJ) for a new program called Continuing the Culture of Safety. \$17,338 is requested from DOJ to support this project from 10/1/2014-9/30/2016. This program requires TCJPD to provide a match for 50% of the total project costs; TCJPD will provide a \$17,338 cash match over the two years.

The goal of this project is to enhance education, monitoring, and departmental policies. Education will be enhanced through increased staff training and resident education efforts. Monitoring will be enhanced through a new youth identification bracelet system. TCJPD will contract with a Policy Consultant to revise departmental policies.

Please review this item and place it on the **March 4th** Commissioner's Court Agenda for their consideration and signature.

If you have any questions, please contact Maya Duff at 512-854-7046.

CC: Jennifer Kraber
Barbara Wilson
Rhett Perry
Britt Canary
Chris Hubner
Darryl Beatty
Jim Gobin
Cory Burgess
David Hensley
Sylvia Mendoza
Israel Ramirez
Grant File



Grant Application Package

Opportunity Title:	PREA Program: Demonstration Projects to Establish "Zero
Offering Agency:	Bureau of Justice Assistance
CFDA Number:	16.735
CFDA Description:	Protecting Inmates and Safeguarding Communities Discret
Opportunity Number:	BJA-2014-3719
Competition ID:	BJA-2014-3721
Opportunity Open Date:	01/06/2014
Opportunity Close Date:	03/06/2014
Agency Contact:	For assistance with any other requirements of this solicitation, contact the BJA Justice Information Center by telephone at 1-877-927-5657, via e-mail to JIC@telesishq.com, or by live web chat.

This opportunity is only open to organizations, applicants who are submitting grant applications on behalf of a company, state, local or tribal government, academia, or other type of organization.

Application Filing Name: Continuing the Culture of Safety

Select Forms to Complete

Mandatory

[Application for Federal Assistance \(SF-424\)](#)

[Assurances for Non-Construction Programs \(SF-424B\)](#)

[Budget Narrative Attachment Form](#)

[Disclosure of Lobbying Activities \(SF-LLL\)](#)

[Other Attachments Form](#)

[Project Narrative Attachment Form](#)

Optional

[Faith Based EEO Survey](#)

Instructions

[Show Instructions >>](#)

This electronic grants application is intended to be used to apply for the specific Federal funding opportunity referenced here. If the Federal funding opportunity listed is not the opportunity for which you want to apply, close this application package by clicking on the "Cancel" button at the top of this screen. You will then need to locate the correct Federal funding opportunity, download its application and then apply.

Application for Federal Assistance SF-424		Version 02																
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%; vertical-align: top;"> * 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application </td> <td style="width:33%; vertical-align: top;"> * 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision </td> <td style="width:33%; vertical-align: top;"> * If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify) <input type="text"/> </td> </tr> </table>			* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify) <input type="text"/>													
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify) <input type="text"/>																
* 3. Date Received: <input type="text"/> Completed by Grants.gov upon submission.		4. Applicant Identifier: <input type="text"/>																
5a. Federal Entity Identifier: <input type="text"/>		* 5b. Federal Award Identifier: <input type="text"/>																
State Use Only:																		
6. Date Received by State: <input type="text"/>		7. State Application Identifier: <input type="text"/>																
8. APPLICANT INFORMATION:																		
* a. Legal Name: <input type="text" value="Travis County"/>																		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="746000192"/>		* c. Organizational DUNS: <input type="text" value="030908842"/>																
d. Address:																		
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;">* Street1:</td> <td><input type="text" value="2515 South Congress Avenue"/></td> </tr> <tr> <td>Street2:</td> <td><input type="text"/></td> </tr> <tr> <td>* City:</td> <td><input type="text" value="Austin"/></td> </tr> <tr> <td>County:</td> <td><input type="text"/></td> </tr> <tr> <td>* State:</td> <td><input type="text" value="TX: Texas"/></td> </tr> <tr> <td>Province:</td> <td><input type="text"/></td> </tr> <tr> <td>* Country:</td> <td><input type="text" value="USA: UNITED STATES"/></td> </tr> <tr> <td>* Zip / Postal Code:</td> <td><input type="text" value="78704"/></td> </tr> </table>			* Street1:	<input type="text" value="2515 South Congress Avenue"/>	Street2:	<input type="text"/>	* City:	<input type="text" value="Austin"/>	County:	<input type="text"/>	* State:	<input type="text" value="TX: Texas"/>	Province:	<input type="text"/>	* Country:	<input type="text" value="USA: UNITED STATES"/>	* Zip / Postal Code:	<input type="text" value="78704"/>
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* Country:	<input type="text" value="USA: UNITED STATES"/>																	
* Zip / Postal Code:	<input type="text" value="78704"/>																	
e. Organizational Unit:																		
Department Name: <input type="text" value="Juvenile Probation"/>		Division Name: <input type="text"/>																
f. Name and contact information of person to be contacted on matters involving this application:																		
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;">Prefix: <input type="text" value="Ms."/></td> <td style="width:30%;">* First Name: <input type="text" value="Estela"/></td> </tr> <tr> <td>Middle Name: <input type="text" value="P"/></td> <td></td> </tr> <tr> <td colspan="2">* Last Name: <input type="text" value="Medina"/></td> </tr> <tr> <td colspan="2">Suffix: <input type="text"/></td> </tr> <tr> <td colspan="2">Title: <input type="text" value="Chief Juvenile Probation Officer"/></td> </tr> <tr> <td colspan="2">Organizational Affiliation: <input type="text"/></td> </tr> <tr> <td>* Telephone Number: <input type="text" value="512-854-7000"/></td> <td>Fax Number: <input type="text" value="512-854-7097"/></td> </tr> <tr> <td colspan="2">* Email: <input type="text" value="estela.medina@co.travis.tx.us"/></td> </tr> </table>			Prefix: <input type="text" value="Ms."/>	* First Name: <input type="text" value="Estela"/>	Middle Name: <input type="text" value="P"/>		* Last Name: <input type="text" value="Medina"/>		Suffix: <input type="text"/>		Title: <input type="text" value="Chief Juvenile Probation Officer"/>		Organizational Affiliation: <input type="text"/>		* Telephone Number: <input type="text" value="512-854-7000"/>	Fax Number: <input type="text" value="512-854-7097"/>	* Email: <input type="text" value="estela.medina@co.travis.tx.us"/>	
Prefix: <input type="text" value="Ms."/>	* First Name: <input type="text" value="Estela"/>																	
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Suffix: <input type="text"/>																		
Title: <input type="text" value="Chief Juvenile Probation Officer"/>																		
Organizational Affiliation: <input type="text"/>																		
* Telephone Number: <input type="text" value="512-854-7000"/>	Fax Number: <input type="text" value="512-854-7097"/>																	
* Email: <input type="text" value="estela.medina@co.travis.tx.us"/>																		

Application for Federal Assistance SF-424

Version 02

9. Type of Applicant 1: Select Applicant Type:

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*** Other (specify):**

*** 10. Name of Federal Agency:**

Bureau of Justice Assistance

11. Catalog of Federal Domestic Assistance Number:

16.735

CFDA Title:

Protecting Inmates and Safeguarding Communities Discretionary Grant Program

*** 12. Funding Opportunity Number:**

BJA-2014-3719

*** Title:**

PREA Program: Demonstration Projects to Establish "Zero Tolerance" Cultures for Sexual Assault in Correctional Facilities

13. Competition Identification Number:

BJA-2014-3721

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

*** 15. Descriptive Title of Applicant's Project:**

Continuing the Culture of Safety

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424		Version 02	
16. Congressional Districts Of:			
* a. Applicant	<input type="text" value="TX-21"/>	* b. Program/Project	<input type="text" value="TX-21"/>
Attach an additional list of Program/Project Congressional Districts if needed.			
<input type="text"/>	<input type="button" value="Add Attachment"/>	<input type="button" value="Delete Attachment"/>	<input type="button" value="View Attachment"/>
17. Proposed Project:			
* a. Start Date:	<input type="text" value="10/01/2014"/>	* b. End Date:	<input type="text" value="09/30/2016"/>
18. Estimated Funding (\$):			
* a. Federal	<input type="text" value="17,338.00"/>		
* b. Applicant	<input type="text" value="17,338.00"/>		
* c. State	<input type="text" value="0.00"/>		
* d. Local	<input type="text" value="0.00"/>		
* e. Other	<input type="text" value="0.00"/>		
* f. Program Income	<input type="text" value="0.00"/>		
* g. TOTAL	<input type="text" value="34,676.00"/>		
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?			
<input type="checkbox"/>	a. This application was made available to the State under the Executive Order 12372 Process for review on		<input type="text"/>
<input type="checkbox"/>	b. Program is subject to E.O. 12372 but has not been selected by the State for review.		
<input checked="" type="checkbox"/>	c. Program is not covered by E.O. 12372.		
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)			
<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
	<input type="text" value="Explanation"/>		
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)			
<input checked="" type="checkbox"/>	** I AGREE		
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.			
Authorized Representative:			
Prefix:	<input type="text" value="Mr."/>	* First Name:	<input type="text" value="Samuel"/>
Middle Name:	<input type="text" value="T"/>		
* Last Name:	<input type="text" value="Biscoe"/>		
Suffix:	<input type="text"/>		
* Title:	<input type="text" value="County Judge"/>		
* Telephone Number:	<input type="text" value="512-854-9555"/>	Fax Number:	<input type="text"/>
* Email:	<input type="text" value="sam.biscoe@co.travis.tx.us"/>		
* Signature of Authorized Representative:	<input type="text"/>	* Date Signed:	<input type="text"/>

Application for Federal Assistance SF-424

Version 02

*** Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955; as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL _____ C	TITLE _____ County Judge
APPLICANT ORGANIZATION _____ Travis County	DATE SUBMITTED _____

Budget Narrative File(s)

* Mandatory Budget Narrative Filename:

Add Mandatory Budget Narrative

Delete Mandatory Budget Narrative

View Mandatory Budget Narrative

To add more Budget Narrative attachments, please use the attachment buttons below.

Add Optional Budget Narrative

Delete Optional Budget Narrative

View Optional Budget Narrative

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
0348-0046

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
--	--	--

4. Name and Address of Reporting Entity:

Prime SubAwardee

* Name:

* Street 1: Street 2:

* City: State: Zip:

Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency: <input type="text" value="Department of Justice/Bureau of Justice"/>	7. * Federal Program Name/Description: <input type="text" value="Protecting Inmates and Safeguarding Communities Discretionary Grant Program"/> CFDA Number, if applicable: <input type="text" value="16.735"/>
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8. Federal Action Number, if known: <input type="text"/>	9. Award Amount, if known: \$ <input type="text"/>
--	--

10. a. Name and Address of Lobbying Registrant:

Prefix * First Name Middle Name

* Last Name Suffix

* Street 1: Street 2:

* City: State: Zip:

b. Individual Performing Services (including address if different from No. 10a)

Prefix * First Name Middle Name

* Last Name Suffix

* Street 1: Street 2:

* City: State: Zip:

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* Signature:

* Name: Prefix * First Name Middle Name

* Last Name Suffix

Title: Telephone No.: Date:

Other Attachment File(s)

* Mandatory Other Attachment Filename:

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[Add Optional Other Attachment](#)

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Project Narrative File(s)

* Mandatory Project Narrative File Filename:

To add more Project Narrative File attachments, please use the attachment buttons below.

Project Abstract

Travis County Juvenile Probation Department (TCJPD) has a primary focus on preparing youth for successful reentry into their communities, and is thus committed to ensuring the safety of youth while under the care of the facility. Nationwide, approximately 12% of juveniles in correctional facilities experience one or more incidents of victimization; such experiences can be highly detrimental to a youth’s progress in preparing for successful reentry. TCJPD has not had any founded cases of sexual harassment in the past five years, and wishes to maintain this level of zero tolerance. In the Residential Division in Fiscal Year (FY) 2011, there were 2 allegations (1%) of sexual misconduct; In FY2012, there were 15 allegations (6%); and in FY13 there were 4 allegations (1%). The Detention Division has had a 0% rate of allegations for FY11-FY13. While these rates are well below the national average, there are still additional areas of concerns that TCJPD would like to address through grant funding from the Department of Justice.

TCJPD’s goals are to create policies that will help guide staff in ways that protect youth from victimization; maintain the level of zero founded sexual abuse allegations toward which it has worked for the past five years; and enhance resident education. TCJPD will continue to train staff to ensure that all employees are up to date on PREA policies and expectations. TCJPD will contract with a Policy Consultant that will adapt TCJPD’s policies to make them PREA compliant. TCJPD will enhance the monitoring of youth by purchasing a new identification bracelet system. Resident education will be enhanced through the placement of educational videos about PREA and the Department’s commitment to zero tolerance in holding areas.

Through this project, TCJPD addresses the third Priority Consideration: “Propose to address specific confinement facilities that demonstrate significant progress in PREA-related policy and protocol review and which propose to use project funds to implement clearly prioritized and demonstrated needs and agree to provide a report on the improvement efforts so that others may learn from the experience.” Since PREA standards were released, TCJPD has actively worked towards complying with them. It has assembled a PREA Compliance Team that meets regularly to discuss the facility’s needs and progress in meeting these standards. In addition, this team has completed the toolkit *Implementing the Prison Rape Elimination Act: A Toolkit for Juvenile Agencies and Facilities* developed by The Moss Group, Inc. to assess its progress. Finally, TCJPD currently has a grant from the National Council on Crime and Delinquency that is being used for technical assistance, resident education, and staff training.

If funded, TCJPD wishes to grant permission to share this project abstract with the public.

Point of Contact	Authorized Official
Estela P. Medina Chief Juvenile Probation Officer Travis County Juvenile Probation Department 2515 South Congress Avenue Austin, TX 78704 512-854-7000	Samuel T. Biscoe County Judge Travis County 700 Lavaca St., Suite 2.700 Austin, TX 78702 512-854-9555

Statement of the Problem

Each year, approximately 12% of youth in correctional facilities experience one or more incidents of victimization (Beck, Harrison, and Guerino, 2010). Not only does this create an unsafe environment for youth, but victimization has been associated with a number of negative outcomes that could be detrimental to a youth’s progress and preparation for reentry. Travis County Juvenile Probation Department (TCJPD) has a primary focus of preparing youth for successful reentry into their communities. Ensuring that youth are safe while under the care of the facility is critical; TCJPD is committed to providing a safe environment for its youth so that they are able to maintain focus on reentry.

TCJPD has not had any founded cases of sexual abuse or sexual harassment in the past five years, and would like to maintain this level of zero tolerance. **Staff training, resident education, and enhanced monitoring of youth** would help TCJPD to ensure that they remain zero tolerance and prevent any future incidents. The following table describes allegations of sexual misconduct in Detention Services and Residential Services:

	Actual FY11 Measure	Actual FY12 Measure	Actual FY13 Measure
Total number served in Residential Services	233	248	267
Number of allegations of misconduct	2	15	4
<i>Rate of allegations of misconduct</i>	1%	6%	1%
Number of substantiated allegations	0	0	0
<i>Rate of substantiated allegations of misconduct</i>	0%	0%	0%
Total number served in Detention Services	2,010	1,723	1,784
Number of allegations of misconduct	1	4	0
<i>Rate of allegations of misconduct</i>	0%	0%	0%
Number of substantiated allegations	0	0	0
<i>Rate of substantiated allegations of misconduct</i>	0%	0%	0%

Additionally, **policies and procedures must be thoroughly reviewed by an external consultant so that they can be strengthened in order to comply with PREA standards.**

To begin to address these problems, TCJPD established a PREA Compliance Team in 2010. The Team has attended numerous trainings, regularly met to identify areas of need in the Department, and completed the self-assessment toolkit *Implementing the Prison Rape Elimination Act: A Toolkit for Juvenile Agencies and Facilities* developed by the National Council on Crime and Delinquency (NCCD). While TCJPD has been working towards complying with PREA standards, its ultimate goal is to *exceed* these standards. In the spring of 2013, TCJPD was awarded a grant from NCCD to support its project entitled *A Culture of Excellence: Enhancing Organizational Capacity to Exceed PREA Standards*. Through this NCCD grant, TCJPD is focusing on staff training, resident education, and hiring a consultant to provide initial feedback on its policies, procedures, and activities. This grant funding also enabled TCJPD to purchase an employee screening tool to identify potential boundary issues among staff. The NCCD funding will serve a solid foundation for the activities TCJPD is seeking to fund through the Department of Justice.

TCJPD will address the third Priority Consideration detailed in the program solicitation: “Propose to address specific confinement facilities that demonstrate significant progress in PREA-related policy and protocol review and which propose to use project funds to implement clearly prioritized and demonstrated needs and agree to provide a report on the improvement efforts so that others may learn from the experience.” Since PREA standards were released, TCJPD has been fully committed to progressing towards compliance. TCJPD assembled a PREA Compliance Team in 2010 that has been meeting regularly since 2012 to guide TCJPD’s path towards compliance. Because TCJPD has a culture that promotes dignity, respect, safety, and

security, it already meets many criteria of PREA and is committed to exceeding the standards. TCJPD has demonstrated significant progress in PREA-related policy and will address clearly prioritized and demonstrated needs through this project.

TCJPD seeks to enhance its progress towards PREA compliance and move towards exceeding PREA standards. **TCJPD will contract with a Consultant who will review the demonstrated needs identified through both the PREA Compliance Team and expand upon the work conducted through the consultant hired through NCCD funding.** The Consultant will revise and strengthen TCJPD's current policies and train staff members on revisions. Continuous training is necessary in order for staff to be up to date on PREA related updates, as well as to continue to identify, prevent, and address incidents of sexual victimization. During each year of this grant, **three staff will travel to Washington, D.C. to attend PREA related conferences.** Youth in the facility must also be aware of the issue of sexual victimization. **Televisions will be placed in the holding area of the Intake Division. These televisions will play a video related to the prevention, identification, and addressing of sexual victimization twenty-four hours a day.** Finally, enhancing the way that youth are documented and identified can help TCJPD staff to be aware of abnormalities and concerns in a youth's activities. **An enhanced system of identification bracelets will enable TCJPD to monitor youth effectively to ensure their safety.**

Program Design and Implementation

Goal 1: TCJPD will create policies that will help to guide staff in ways that protect youth from victimization.

- Objective 1.1: TCJPD will contract with a Consultant who will review policies and procedures and revise them so that they are PREA-Compliant. The Consultant will also help TCJPD prepare corrective action plans based on the PREA Audit.
- Objective 1.2: TCJPD will train staff members on updated policies.

Goal 1 will formalize TCJPD's efforts to comply with the Prison Rape Elimination Act. It will allow appropriate policies to be implemented to ensure that victimization does not occur in the facility. Through a grant from the National Council on Crime and Delinquency (NCCD), TCJPD will hire a consultant to identify necessary revisions in its policies and procedures. This project will expand upon the NCCD grant to take these needs, review them more thoroughly, implement changes, and train staff on the revisions. An external interpretation of TCJPD's departmental policies and procedures would provide a more comprehensive review.

Goal 2: TCJPD will maintain the level of zero founded sexual abuse allegations that it has worked towards for the past f years.

- Objective 2.1: TCJPD will continue to train all current and new staff on policies, procedures, and updated PREA information.
- Objective 2.2: TCJPD will send staff to PREA related conferences to ensure that all information is up-to-date.
- Objective 2.3: TCJPD will implement a new system of identification for youth that will more easily identify potential victims and potential perpetrators, which will provide a heightened level of monitoring and ensure appropriate housing classifications.

Goal 2 will help TCJPD to continue the progress that it has made so far in ensuring the safety of its youth. It will reinforce the commitment that the Department has in this area. TCJPD has not had a founded sexual abuse allegation in five years. Additionally, the Department has made a conscientious effort to meet PREA standards since they were released. Funding for this project will enable TCJPD to maintain the gains that it has made thus far and continue to enhance its activities.

Goal 3: TCJPD will enhance resident education.

- Objective 3.1: TCJPD will consistently play videos for youth that will educate them on preventing, identifying, and addressing sexual victimization.

Goal 3 will help TCJPD to ensure that residents are well educated about identifying, preventing, and addressing sexual victimizations. Televisions will be placed in the holding rooms of the Intake Division to ensure that all youth are aware of TCJPD's commitment to zero tolerance for abuse. The video shown will be a video created by TCJPD youth through a grant from NCCD; relevant Departmental information will be included with this video. Televisions will be mounted in a secure enclosure for safety purposes.

This project is a comprehensive demonstration project. It proposes systemic changes that will enhance the functions of the facility. It will allow TCJPD to develop comprehensive and clear policies to ensure staff awareness. Once all policies are revised to comply with PREA standards, TCJPD will continue to train staff regularly through its departmental training programs. This will ensure that the changes made to policies are ingrained throughout day-to-day departmental functions. If funded, this project will result in department-wide changes that will enhance the functions of TCJPD to further promote safety for youth. Since TCJPD has an

internal goal of exceeding PREA standards, funding for this project will allow the Department to make progress in this area through enhanced education and security.

As discussed in the Statement of the Problem, this project will address the third Priority Consideration from the program solicitation. Additionally, it will address numerous Allowable Uses of Funds. *Policy and Practice Review, Revision, and Implementation* will be an important piece of this project. Through a grant that TCJPD currently has with the National Council on Crime and Delinquency, a consultant will be hired to identify necessary revisions to policies and procedures. In this project, TCJPD will contract with a Consultant that will address needs by revising policies and training staff on the revisions; this will be an expansion of the work conducted by the initial consultant. The Consultant will also help TCJPD to address *Leadership, Organizational Culture, and Performance* by strengthening the way in which departmental activities are conducted.

TCJPD's Research and Compliance Units will work together to enhance *Data Collection and Performance Management*. The Compliance Unit will continue to collect data on victimization allegations, which the Research Unit can then analyze to produce statistics and performance measures. *Offender Education* will be enhanced through the television system purchased through this grant.

The activities proposed through this project will provide enhanced monitoring, education and training for residents and staff, and clearer, more effective policies. Enhanced monitoring and resident education will result in a reduction in victimization and enhancement of PREA activities. Improving current policies will create a greater awareness among staff about appropriate behaviors for both staff and youth. Increased training will ensure that all staff are

aware of proper protocols, so that potential victimization can be addressed and prevented before it occurs.

Capabilities and Competencies

Travis County Juvenile Probation Department (TCJPD), under the leadership of Chief Estela P. Medina, will be responsible for this project. Deputy Chiefs Darryl Beatty and Britt Canary report to Chief Medina and head the various divisions of the facility. TCJPD reports to Travis County Commissioners' Court; Samuel T. Biscoe is the County Judge. This facility has great experience with implementing grants at the local, state, and federal level. The grants, research, and finance teams collaboratively work with program staff and the executive team to plan and implement grant funded programs. These teams communicate regularly to ensure that deadlines are met and project activities are proceeding as planned.

The Compliance Unit, consisting of Brandy Baptiste and Carolina Corpus (Accreditation and Compliance Officers), will oversee the implementation of this project. This unit will also be responsible for overseeing the Consultant hired through this grant. Maya Duff, the Grant Coordinator, will monitor grant progress and plan strategic meetings when necessary to meet project goals. She will also work with program staff and the Research Unit to ensure that programmatic reports are submitted on time. The Intake Division, led by David Hensley, will monitor the televisions purchased through this grant to ensure that they are used effectively. The Residential Division, with Jim Gobin as the Director and Patricia Garcia as the Manager will monitor the use of wristbands among youth in the post-adjudicated facility. The Detention Division, with Cory Burgess as Director and Jesse Murillo as Manager, will monitor the use of wristbands among youth in their Division. Israel Ramirez, TCJPD's Financial Grant Manager, will be responsible for the financial components of this project and will work with the Travis

County Auditor's Office to ensure that financial reports are submitted on time. Along with program staff, these individuals will comprise the strategic planning workgroup that will guide the implementation of this program. Information Technology, with Pete Cortez as manager, will oversee the implementation of the identification bracelet system and the installation of televisions.

Various forms of collaboration of enabled TCJPD to be successful thus far in beginning to address the components of PREA. The PREA Compliance Team has been responsible for collaboratively working to conduct assessments of the facility and identify needs. Internal collaboration across the department has also been crucial in planning grant applications. TCJPD's NCCD-funded grant will continue to enhance the relationship that TCJPD has with the National PREA Resource Center (PRC), as the grant is administered through a cooperative agreement between NCCD and the PRC. This grant is also funding a collaboration with the Media Awareness Project, which will lead TCJPD's youth in creating an informational video on victimization. This is the video that will be presented on televisions purchased through this grant, if funded. Finally, the NCCD grant will fund an external consultant who will identify necessary revisions to policies and procedures that need to be addressed.

One barrier that TCJPD will face is the local time necessary to process the grant award and contracts. All major decisions must pass through Travis County Commissioners' Court, a process that takes a minimum of two to three weeks. Some processes, such as executing contracts, take longer since they must pass through multiple levels of approval prior to being sent to Commissioners' Court. TCJPD is experienced in addressing this barrier, and builds time into each grant to address this need.

Plan for Collecting the Data Required for this Solicitation's Performance Measures

TCJPD's Compliance Unit will collect performance data for this program. The Compliance Unit has created a database that currently monitors incidents of victimization in the facility. This data will be analyzed by the Research Unit in order to determine progress on performance measures. This unit consists of three evaluators whose primary function is to provide standard and ad-hoc statistical reports and ensure the completeness and accuracy of all juvenile case data collected. The evaluators have considerable experience with databases of varying sizes, have received training on all data management systems, and participate in the development of programs to ensure familiarity with the programs' goals, objectives, and processes. These staff will be responsible for aggregating data for this program and will utilize statistical applications and quantitative and qualitative methods for generating descriptive measures, in-depth analysis, and forecasting. Another responsibility will be to produce quality assurance reports to allow for review, modification, and corrections prior to generating performance measures and other evaluative reports. Finally, it should be noted that this team already has experience with generating performance measures for grants and understands the importance of accurate and timely completion.

Based on the performance measures and evaluative results from the Research Unit, members of the strategic planning workgroup that planned this project will examine the effects of this project by analyzing changes in the outcomes over time. Performance measures results will be used to determine the best solution or adjustment for the operation of the program, collaboration process, and data collection protocols. If a gap is identified via the analysis, or any other process, it will be evaluated and the needed resources will be addressed. The experience of

these teams, combined with TCJPD's grants and finance teams, will enable it to successfully carry out the activities of this grant.



General Instructions & Resources

View Budget Summary

OMB APPROVAL NO.: 1121-0329
EXPIRES 7/31/2016

Budget Detail Worksheet

- (1) **Purpose:** The Budget Detail Worksheet is provided for your use in the preparation of the budget and budget narrative. All required information (including the budget narrative) must be provided. Any category of expense not applicable to your budget may be left blank. Indicate any **non-federal** (**match**) amount in the appropriate category, if applicable.
- (2) For each budget category, you can see a sample by clicking (To View an Example, Click Here) at the end of each description.
- (3) There are various hot links listed in red in the budget categories that will provide additional information via documents on the internet.
- (4) **Record Retention:** In accordance with the requirements set forth in **28 CFR Parts 66** and **70**, all financial records, supporting documents, statistical records, and all other records pertinent to the award shall be retained by each organization for at least three years following the closure of the audit report covering the grant period.
- (5) The information disclosed in this form is subject to the Freedom of Information Act under 5 U.S.C. 55.2.

A. **Personnel** – List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives. (Note: Use whole numbers as the percentage of time, an example is 75.50% should be shown as 75.50) [To View an Example, Click Here](#)

PERSONNEL (FEDERAL)

Name	Position	Computation				Cost
		Salary	Basis	Percentage of Time	Length of Time	
			Year			\$0
FEDERAL TOTAL						\$0

PERSONNEL NARRATIVE (FEDERAL)

No Personnel Requested

PERSONNEL (NON-FEDERAL)

Name	Position	Computation				Cost
		Salary	Basis	Percentage of Time	Length of Time	
			Year			\$0
NON-FEDERAL TOTAL						\$0

PERSONNEL NARRATIVE (NON-FEDERAL)

No Personnel Requested

TOTAL PERSONNEL \$0

B. Fringe Benefits -- Fringe benefits should be based on actual known costs or an approved negotiated rate by a Federal agency. If not based on an approved negotiated rate, list the composition of the fringe benefit package. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation and Unemployment Compensation. (Note: Use decimal numbers for the fringe benefit rates, an example is 7.65% should be shown as .0765) To View an Example, Click Here

FRINGE BENEFITS (FEDERAL)

Description	Computation		Cost
	Base	Rate	
			\$0
FEDERAL TOTAL			\$0

FRINGE BENEFITS NARRATIVE (FEDERAL)

No Fringe Benefits Requested.

FRINGE BENEFITS (NON-FEDERAL)

Description	Computation		Cost
	Base	Rate	
			\$0
NON-FEDERAL TOTAL			\$0

FRINGE BENEFITS NARRATIVE (NON-FEDERAL)

No Fringe Benefits Requested

TOTAL FRINGE BENEFITS	\$0
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C. **Travel** – Itemize travel expenses of staff personnel by purpose (e.g., staff to trainings, field interviews, advisory group meeting, etc.). Describe the purpose of each travel expenditure in reference to the project objectives. Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known; or if unknown, indicate “location to be determined.” Indicate source of Travel Policies applied Applicant or Federal Travel Regulations. Note: Travel expenses for consultants should be included in the “Contractual/Consultant” category. [To View an Example, Click Here](#)

TRAVEL (FEDERAL)

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
PREA National Meeting	Washington DC.	Lodging	\$200.00	Night	3	3	1	\$1,800.00	
		Meals	\$55.00	Day	3	3	1	\$495.00	
		Mileage		Mile				\$0.00	
		Transportation:							
		Airfare	\$1,300.00	Round-trip		3	1	\$3,900.00	
		Local Travel	\$75.00			3	2	\$450.00	
		Other							
		Conference Registration	\$700.00		1	3	1	\$2,100.00	
		Subtotal							\$8,745.00
									FEDERAL TOTAL

TRAVEL NARRATIVE (FEDERAL)

We are requesting budget for travel for 3 staff members to attend the National meeting Washington, DC. The travel budget includes airfare, lodging, ground transportation, meals and conference registration. This travel will occur during first year of this grant. Our request for travel budget will follow the Travis County Policy on domestic travel.

TRAVEL (NON-FEDERAL)

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
National Meeting	Washington DC	Lodging	\$200.00	Night	3	3	1	\$1,800.00	
		Meals	\$55.00	Day	3	3	1	\$495.00	
		Mileage		Mile				\$0.00	
		Transportation:							
		Air Fare	\$1,300.00	Round-trip		3	1	\$3,900.00	
		Local Travel	\$75.00			3	2	\$450.00	
		Other							
		Conference							
		Registration	\$700.00		1	3	1	\$2,100.00	
		Subtotal							\$8,745.00
							NON-FEDERAL TOTAL	\$8,745	

TRAVEL NARRATIVE (NON-FEDERAL)

The Travis County Juvenile Probation Department will provide budget for travel for 3 staff members to attend the National meeting Washington, DC. The travel budget includes airfare, lodging, ground transportation, meals and conference registration. This travel will occur during second year of this grant. Our request for travel budget will follow the Travis County Policy on domestic travel.

TOTAL TRAVEL	\$17,490
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D. Equipment -- List non-expendable items that are purchased (Note: Organization's own capitalization policy for classification of equipment should be used). Expendable items should be included in the "Supplies" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technological advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project, and describe the procurement method to be used. [To View an Example, Click Here](#)

EQUIPMENT (FEDERAL)

Item	Computation		Cost
	Quantity	Cost	
			\$0
FEDERAL TOTAL			\$0

EQUIPMENT NARRATIVE (FEDERAL)

No Equipment Requested

EQUIPMENT (NON-FEDERAL)

Item	Computation		Cost
	Quantity	Cost	
			\$0
NON-FEDERAL TOTAL			\$0

EQUIPMENT NARRATIVE (NON-FEDERAL)

No Equipment Requested

TOTAL EQUIPMENT	\$0
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E. **Supplies** -- List items by type (office supplies, postage, training materials, copying paper, and expendable equipment items costing less than \$5,000, such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

To View an Example, [Click Here](#)

SUPPLIES (FEDERAL)

Supply Items	Computation		Cost
	Quantity/Duration	Cost	
Television System	1	\$2,025.00	\$2,025
ID System Software	1	\$2,712.00	\$2,712
ID System Supplies	1	\$1,356.00	\$1,356
FEDERAL TOTAL			\$6,093

SUPPLIES NARRATIVE (FEDERAL)

We are requesting budget to purchase a secured television system for our intake/detention area. This television system will continuously play an informational video, created by youth through another grant, to the juveniles held in the detention during their wait for the next step in their case decision. The video will provide the juveniles with valuable information with respect to identifying, reporting, and preventing situations that can lead to the any juvenile being involved in any type of harassment or violence as defined in the PREA Standards. The television system will include a 32" television, warranty, peripherals, and armor secure mounting system. We are also requesting budget for the Endure ID System. This system includes the Endure software, ID bands and secure fasteners. The Endure ID system has the latest barcode technology. This technology will assist the Juvenile Probation Department staff anonymously identify, monitor, house, and transfer juveniles that are considered at risk or susceptible to experience harassment and/or violence more effectively.

SUPPLIES (NON-FEDERAL)

Supply Items	Computation		Cost
	Quantity/Duration	Cost	
Television System	1	\$2,025.00	\$2,025
ID System Supplies	3	\$1,356.00	\$4,068
NON-FEDERAL TOTAL			\$6,093

SUPPLIES NARRATIVE (NON-FEDERAL)

Travis County Juvenile Probation Department will provide budget to purchase a second secured television system for the intake/detention area. The additional system will allow us to reach all the areas where the juveniles are held awaiting the next step in their case decision. The television system will include a 32" television, warranty, peripherals, and armor secure mounting system. The department will also provide budget to purchase additional ID system supplies.

TOTAL SUPPLIES	\$12,186
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F. **Construction** – Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Minor repairs and renovations should be classified in the "other" category. Consult with the program office before budgeting funds in this category. [To View an Example, Click Here](#)

CONSTRUCTION (FEDERAL)

Purpose	Description of Work	Cost
	FEDERAL TOTAL	\$0

CONSTRUCTION NARRATIVE (FEDERAL)

No Construction Requested

CONSTRUCTION (NON-FEDERAL)

Purpose	Description of Work	Cost
NON-FEDERAL TOTAL		\$0

CONSTRUCTION NARRATIVE (NON-FEDERAL)

No Construction Requested

TOTAL CONSTRUCTION	\$0
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G. Consultants/Contracts -- Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisition Regulations are followed.
Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in excess of \$450 per day or \$56.25 per hour require additional justification and prior approval from OJP. [To View an Example, Click Here](#)

CONSULTANT FEES (FEDERAL)

Name of Consultant	Service Provided	Computation			Cost
		Fee	Basis	Quantity	
TBD	Policy/Corrective Action Plan Consultant	\$2,500.00	8 Hour Day	1	\$2,500
				SUBTOTAL	\$2,500

CONSULTANT FEES NARRATIVE (FEDERAL)

We are requesting budget that will pay for 50% of a consultant with Extensive PREA standard experience. This consultant will be identified at a later date. The consultant will be tasked with reviewing current policies, procedures, culture with respect to the newly required PREA regulations. The consultant will help us identify deficiencies, improve our policies and provide us with suggestions to improve any cultural deficiencies. The consultant will also assist us with any audit corrective action plans and implementation.

CONSULTANT FEES (NON-FEDERAL)

Name of Consultant	Service Provided	Computation			Cost
		Fee	Basis	Quantity	
TBD	Policy/Corrective Action Plan Consultant	\$2,500.00	8 Hour Day	1	\$2,500
				SUBTOTAL	\$2,500

CONSULTANT FEES NARRATIVE (NON-FEDERAL)

The Juvenile Probation Department will contribute the additional 50% of the cost of the consultant to review our current policies, procedures, culture and help us identify any deficiencies, improve our policies and provide us with suggestions to improve any cultural deficiencies. The consultant will also assist us with any audit corrective action plans and implementation.

Consultant Expenses: List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.). This includes travel expenses for anyone who is not an employee of the applicant such as participants, volunteers, partners, etc.

CONSULTANT EXPENSES (FEDERAL)

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging		Night				\$0.00	
		Meals		Day				\$0.00	
		Mileage		Mile				\$0.00	
		Transportation:		Round-trip				\$0.00	
		Local Travel						\$0.00	
		Other						\$0.00	
		Subtotal						\$0.00	
								SUBTOTAL	\$0
								FEDERAL TOTAL	\$2,500

CONSULTANT EXPENSES NARRATIVE (FEDERAL)

No Additional Consultant Fees Requested.

CONSULTANT EXPENSES (NON-FEDERAL)

Purpose of Travel	Location	Computation						Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	
		Lodging		Night				\$0.00
		Meals		Day				\$0.00
		Mileage		Mile				\$0.00
		Transportation:						
				Round-trip				\$0.00
		Local Travel						\$0.00
		Other						\$0.00
		Subtotal						\$0.00
SUBTOTAL								\$0
NON-FEDERAL TOTAL								\$2,500

CONSULTANT EXPENSES NARRATIVE (NON-FEDERAL)

No Additional Consultant Fees Requested.

	TOTAL CONSULTANTS	\$5,000
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Contracts: Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000. A sole source contract may not be awarded to a commercial organization that is ineligible to receive a direct award.

CONTRACTS (FEDERAL)

Item	Cost
FEDERAL TOTAL	\$0

CONTRACTS NARRATIVE (FEDERAL)

No Contract Fees Requested.

CONTRACTS (NON-FEDERAL)

Item	Cost
NON-FEDERAL TOTAL	\$0

CONTRACTS NARRATIVE (NON-FEDERAL)

No Contract Fees Requested.

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TOTAL CONTRACTS	\$0
TOTAL CONSULTANTS/CONTRACTS	\$5,000

H. Other Costs -- List items (e.g., rent (arms-length transaction only), reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent or provide a monthly rental cost and how many months to rent. The basis field is a text field to describe the quantity such as square footage, months, etc. [To View an Example, Click Here](#)

OTHER COSTS (FEDERAL)

Description	Computation				Cost
	Quantity	Basis	Cost	Length of Time	
					\$0
FEDERAL TOTAL					\$0

OTHER COSTS NARRATIVE (FEDERAL)

No Other Costs Requested.

OTHER COSTS (NON-FEDERAL)

Description	Computation				Cost
	Quantity	Basis	Cost	Length of Time	
					\$0
NON-FEDERAL TOTAL					\$0

OTHER COSTS NARRATIVE (NON-FEDERAL)

No Other Costs Requested.

	TOTAL OTHER COSTS	\$0
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I. Indirect Costs – Indirect costs are allowed only if the applicant has a Federally approved indirect cost rate. A copy of the rate approval, (a fully executed, negotiated agreement), must be attached. If the applicant does not have an approved rate, one can be requested by contacting the applicant's cognizant Federal agency, which will review all documentation and approve a rate for the applicant organization, or if the applicant's accounting system permits, costs may be allocated in the direct costs categories. (Note: Use whole numbers as the indirect rate, an example is an indirect rate of 15.73% should be shown as 15.73) [To View an Example, Click Here](#)

INDIRECT COSTS (FEDERAL)

Description	Computation		Cost
	Base	Rate	
			\$0
FEDERAL TOTAL			\$0

INDIRECT COSTS NARRATIVE (FEDERAL)

Travis County and its associated Juvenile Probation Department do not have a Federally approved indirect cost rate. Therefore no indirect costs are requested.

INDIRECT COSTS (NON-FEDERAL)

Description	Computation		Cost
	Base	Rate	
			\$0
NON-FEDERAL TOTAL			\$0

INDIRECT COSTS NARRATIVE (NON-FEDERAL)

Travis County and its associated Juvenile Probation Department do not have a Federally approved indirect cost rate. Therefore no indirect costs are requested.

TOTAL INDIRECT COSTS \$0

Budget Summary – When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal funds requested and the amount of non-Federal funds that will support the project.

Budget Category	Federal Request	Non-Federal Amounts	Total
A. Personnel	\$0	\$0	\$0
B. Fringe Benefits	\$0	\$0	\$0
C. Travel	\$8,745	\$8,745	\$17,490
D. Equipment	\$0	\$0	\$0
E. Supplies	\$6,093	\$6,093	\$12,186
F. Construction	\$0	\$0	\$0
G. Consultants/Contracts	\$2,500	\$2,500	\$5,000
H. Other	\$0	\$0	\$0
Total Direct Costs	\$17,338	\$17,338	\$34,676
I. Indirect Costs	\$0	\$0	\$0
TOTAL PROJECT COSTS	\$17,338	\$17,338	\$34,676

Federal Request	\$17,338
Non-Federal Amount	\$17,338
Total Project Cost	\$34,676

Public Reporting Burden

Paperwork Reduction Act Notice: Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a current valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated average time to complete and file this application is four (4) hours per application. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write the Office of Justice Programs, Office of the Chief Financial Officer, 810 Seventh Street, NW, Washington, DC 20531; and to the Public Use Reports Project, 1121-0188, Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

<u>Action</u>	<u>Expected Completion Date</u>	<u>Responsible Party</u>
<p><u>Goal:</u> TCJPD will create policies that will help to guide staff in ways that protect youth from victimization.</p>		
<p><u>Objective:</u> TCJPD will hire a Policy Consultant who will review identified gaps in policies and procedures and update them so that they are PREA-Compliant.</p>		
<p><u>Activity:</u> Identify Policy Consultant.</p>	11/1/2014	Executive Team, Compliance Team
<p><u>Activity:</u> Hire Policy Consultant.</p>	12/1/2014	Executive Team, Compliance Team
<p><u>Objective:</u> TCJPD will train staff members on updated policies.</p>		
<p><u>Activity:</u> Hold department wide staff trainings on updated policies.</p>	Ongoing	Training Unit, Compliance Team
<p><u>Goal:</u> TCJPD will maintain the level of zero founded sexual abuse allegations that it has worked towards for the past four years.</p>		
<p><u>Objective/Activity:</u> TCJPD will continue to train all current and new staff on policies, procedures, and updated PREA information.</p>	Ongoing	Training Unit, Compliance Team
<p><u>Objective/Activity:</u> TCJPD will send staff to PREA related conferences to ensure that all information is up-to-date.</p>	Ongoing	Training Unit, Compliance Team, Executive Team
<p><u>Objective:</u> TCJPD will implement a new system of identification for youth that will more easily identify potential victims and potential perpetrators, which will provide a heightened level of monitoring and ensure appropriate housing classifications.</p>	Ongoing	IT
<p><u>Activity:</u> Purchase and print identification bracelets.</p>	12/1/2014	IT, Residential Division, Detention Divi
<p><u>Goal:</u> TCJPD will enhance resident education and monitoring</p>		
<p><u>Objective/Activity:</u> TCJPD will consistently play videos for youth that will educate them on preventing, identifying, and addressing sexual victimization.</p>	12/1/14-ongoing	Intake Division, IT

Travis County does not have pending applications within the last 12 months for federally funded assistance that include requests for funding or support the same project being proposed under this solicitation and will work to cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.

The following positions will be responsible for overseeing the functions of this program. Program staff conducting the activities associated with this program will report to the following positions.

Chief Juvenile Probation Officer

This position oversees the overall operations within the Juvenile Probation Department. Provides leadership, oversight and direction in planning, organizing, directing, implementing and evaluating departmental functions and operations in accordance with State, Federal and Local laws. Oversees planning and developing policy, procedures and programs. Oversees development of strategies to accomplish goals and objectives of the department to improve effectiveness and efficiency of services. Directs activities through subordinate Deputy Chief Juvenile Probation Officers.

Deputy Chief Juvenile Probation Officers

This position assists in directing the overall operations within the Juvenile Probation Department. Provides leadership, oversight and direction and assists in planning, organizing, directing, implementing and evaluating departmental functions and operations in accordance with State, Federal and Local laws. Assists with planning and developing policy, procedures and programs. Assists in development of strategies to accomplish goals and objectives of the department to improve effectiveness and efficiency of services. Directs activities through subordinate division directors.

Division Directors

Directs the overall operations, staff and functions of a division within a juvenile justice system through subordinate managers. Provides leadership, management and coordination in planning, organizing, implementing and evaluating division operations in accordance with State, Federal and Local laws, policies, procedures and guidelines. Develops division strategic plans to accomplish goals and objectives and improve effectiveness and efficiency of services. Directs the staffing, training, development and performance evaluation of division staff.

Division Managers

Under administrative direction, plans, manages, organizes and supervises the staff and operation of a division within a juvenile justice system. Directs and manages conformity with State and Federal laws and guidelines, and policies and procedures for the health, safety and welfare of juveniles. Assists in planning, organizing, developing, scheduling and implementing policies, procedures, goals and objectives of the division. Manages the staffing, training, development and performance evaluation of division staff. May be assigned oversight of the facility in the absence of Division Director.

The following positions are responsible for overseeing the implementation of the project.

Accreditation and Compliance Officers

Provides oversight and maintenance for all administrative compliance factors in conformity with Federal, State and Local statutes, policies, procedures and accreditation standards. Monitors all Federal, State and Local statutes, policies, procedures, accreditation standards and other regulatory or governmental agency standards and ensures compliance.

The following positions will be responsible for grant management, reporting, and data support services.

Grant Coordinator

Coordinates grants process, including grant seeking, writing, reporting, program planning, needs assessment, and administration. Serves on committees, develops resources and serves as primary contact between divisions and departments involved in grant processing. Coordinates services and facilitates development of policies and procedures. May assist in the development of short- and long-term plans.

Planner

Prepares and produces written summaries, documents, and statistical and other reports to include conclusions and recommendations. Performs complex statistical analysis, which includes selecting appropriate research design methods, techniques and procedures, compiling and cleaning data, and data manipulation and analysis. Provides support to collaborative planning efforts, data and statistical information collection efforts, and process development and evaluation. Develops complex research and evaluation tools and determine benchmark indicators and best procedures, methods, and guidelines for analysis and processes. Gathers and organizes information on problems or procedures to solve complex problems or issues regarding management or administrative issues or systems. Determines performance measures and compiles data for grant reports. Performs program planning, research, and evaluation for new reporting requirements.

Business Analyst

Provides routine to moderately complex technical consulting and support services for defining, developing and improving functional or business processes to meet user and organizational needs. Works with departmental management and staff to define problems and management requirements. Serves as a liaison between department users and the Information Technology organization in order to provide technical solutions to meet user needs. Possesses expertise in supporting moderately complex department applications and functions. Conducts process redesign and compiles documentation, as required for applications. Assists with or translates

moderately complex organizational requirements and assists with the translation of higher level organization requirements into functional Information Technology specifications and manages changes to such specifications.

The following position will be responsible for coordinating the training component of this program.

Training Education Coordinator Senior

This is a senior level training and development position responsible for the development, coordination, and implementation of effective employee training, education, and career development programs. Responsible for determining departmental training needs and conducting supervisory, management, non-technical skill, and compliance training for assigned personnel. Consults within department to determine training and educational needs for assigned area. Prepares curriculum and training methods, media, and documentation to be presented in training programs. Responsible for the development of training policies and procedures, training curriculums, and instructional methods to enhance staff competency. Responsible for monitoring required training compliance and prescribed training budgets, as required. Serves as lead trainer, and may supervise subordinate staff.

The following position will be responsible for the implementation of information technology purchased through this grant.

Business Analyst II

Provides routine to moderately complex technical consulting and support services for defining, developing and improving functional or business processes to meet user and organizational needs. Works with departmental management and staff to define problems and management requirements. Serves as a liaison between department users and the Information Technology organization in order to provide technical solutions to meet user needs. Possesses expertise in supporting moderately complex department applications and functions. Conducts process redesign and compiles documentation, as required for applications. Assists with or translates moderately complex organizational requirements and assists with the translation of higher level organization requirements into functional Information Technology specifications and manages changes to such specifications.

The following positions will work directly with youth.

Casework Manager

Manages the personnel and tasks of assigned work unit. Manages the compliance with applicable State and Federal laws and guidelines, and departmental policies and procedures. Conducts research, plans programs, policies and procedures, goals and objectives of the unit. May manage

an assigned caseload. May be assigned oversight of the facility and administrative functions in the absence of the Division Manager.

Juvenile Shift Supervisor

Responsible for shift activities on an assigned shift at the Juvenile Detention facility. Provides orientation for juveniles entering detention. Plans and coordinates daily living activities and ensures that health, safety and welfare measures and procedures are carried out by shift members and residents. May supervise evening and weekend personnel. May be assigned oversight of the facility in the absence of higher level management.

ESTELA P. MEDINA

Travis County Juvenile Probation Department
2515 South Congress Ave.
Austin, Texas 78704
(512) 854-7069
e-mail:
estela.medina@co.travis.tx.us

EDUCATION:

- Masters of Art Degree in Management; Webster University; El Paso, Texas May, 1988
- Bachelor of Science Degree in Criminal Justice; University of Texas at El Paso; May, 1976

EMPLOYMENT BACKGROUND:

1976-1978 El Paso County Juvenile Probation Department
Juvenile Probation Officer II (Intake, Court Services)

1978-1984 West Texas Regional Adult Probation Department; El Paso, Texas;
Deputy Probation Officer (Supervision, 1982-84 Intensive Supervision Caseload)

1984-1986 El Paso County Juvenile Probation Department, Director of Intake and Court Services
(Administrative and supervisory responsibilities of Intake and Court Services, staff and programs)

1986-1989 327th Family District Court, Court Administrator, El Paso County
(Administrative responsibilities for Court, staff and programs)

1989-1994 Assistant Chief Juvenile Probation Officer, El Paso County Juvenile Probation Department
Administrative responsibilities: Monitor and direct, evaluate and coordinate operational functions of the department; supervision of personnel and programs.

Aug. 1, 1994 Chief Probation Officer, Travis County Juvenile Probation Department, Austin, Tx.

Present Chief Executive Officer responsible for departmental operations, facility programs and operations, court programs, research and planning, community and county liaison, staff development, responsibility for approximately 540 personnel and a \$42 million dollar budget. Reports to the Travis County Juvenile Board.

CERTIFICATIONS:

- Texas Juvenile Probation Officer (TJPC)
- Certified Court Administrator (1986-1989)
(Texas Association for Court Administrators)
- Faculty (Trainer), National Council of Juvenile and Family Court Judges
- Professional Juvenile Administrator (National Council of Juvenile and Family Court Judges)
- Texas Probation Academy (Trainer)

PROFESSIONAL ORGANIZATIONS/MEMBERSHIPS:

STATE:

- Charter Member of Juvenile Justice Association of Texas (2000-present)
- Vice-President, Juvenile Justice Association of Texas (2000-2002)
- President, Juvenile Justice Association of Texas (2002- 2006 and 2008-present)
- Juvenile Justice Association of Texas Chair of the Membership Committee
- Juvenile Justice Association of Texas member of the Legislative Committee
- Advisory Council Juvenile Services, Texas Juvenile Probation Commission (1994-Nov. 2011, appointed Chair 2009)
- Texas Corrections Association Board of Directors (1982-1994)
- Texas Juvenile Detention Association (1989-Present)
- Central Texas Juvenile Chiefs Association
- Texas Association for Court Administration (1986-1989)
- Texas Probation Training Academy Advisory Board (10/96-10/99)
- Elected to Board of Directors, Texas Probation Association (1996) (President 1996-1999)

TRAVIS COUNTY:

- Member, Community Justice Council (1994 – present)
- Juvenile Justice Working Group (1994-1995)
- Member, Task Force on Affordable Housing (1994)
- Hispanic Women's Network (1994)
- Management Coordination Team (1995)
- Member, Court Appointed Special Advocates, Professional Advisory Board (1995 – 2000)
- Community Action Network (C.A.N.) Administrative Team (1998 – 2009)
- Chair, Children's Partnership (1996-2001) Board member (present)
- Member, Travis County Child Welfare Board (present) (Ex Officio)
- Community Justice Task Force, Chair (2000-present), Vice Chair (1999-2000)
- AISD, Safety Task Force (2003)

NATIONAL:

- National Juvenile Court Services Association (1985-1996)
- National Council of Juvenile and Family Court Judges
- National Association of Court Management (1986-1989)
- American Corrections Association (1988- present)
- American Corrections Association Legislative Committee (1998)
- National Association of Probation Executives (1995)
- ACA Legislative Committee (1998-2000)

AWARDS:

- Amador Rodriguez Lifetime Achievement Award presented by the Juvenile Justice Association of Texas, (2000)
- Amador Rodriguez Outstanding Juvenile Administrator Award
Texas Corrections Association,(2000)
- Juvenile Administrator of Year, (1988)
Texas Corrections Association; Austin, Texas
- Justice Hill Scholarship Award
Texas Association for Court Administration,(1988), Austin, Texas
- President's Gavel Award
Texas Corrections Association, (1993)
- Louis Stewart Halls of Detention Award, (1997)
Texas Juvenile Detention Association
- Graduate, Leadership Austin (Class 1997)
- Liberty Bell Award, Texas Young Lawyers Association (2010)

Resume

BRITTON CANARY

PERSONAL INFORMATION

Mailing Address: 1341 Bull Horn Loop
Round Rock, Texas 78665

Telephone: Residence: (512) 296-2363
Business: (512) 854-7541

LICENSE AND CERTIFICATIONS

Texas Commission on Alcohol and Drug Abuse 1992-2006
(License Number 4158) *currently inactive*

ACADEMIC BACKGROUND

Degree - Bachelor of Science (B.S.) December 1997
Criminal Justice - Corrections Major.
University of North Texas; Denton, Texas.

Masters Degree- Criminal Justice Administration January 2010
Kaplan University

EMPLOYMENT HISTORY

Deputy Chief Juvenile Probation Officer Dec. 2007- present
Travis County Juvenile Probation Department

Director of Administrative Services
Interim Div. Director of Probation Services Sept. 18, 2006- Dec. 2007
Travis County Juvenile Probation Department

Director of Juvenile Corrections Oct. 18, 2004--
Texas Youth Commission Sept. 15, 2006

Acting Superintendent Sept. 03- Jan. 04
TYC- Victory Field Correctional Academy

Assistant Superintendent June, 2000- 10/17/2004
TYC- Gainesville State School
Gainesville, TX.

Superintendent McFadden Ranch June, 1998-2000
TYC- Roanoke, TX.

Consultant January-November 1998
Wise County Juvenile Probation

Primary Service Worker III TYC January-June, 1998
Primary Service Worker II 1997
Youth Activity Supervisor (I, II, III, IV) 1989-1997
Chemical Dependency Treatment Program. Texas Youth Commission.
Gainesville State School. Gainesville, Texas.

HONORS AND AWARDS

President's List (Honor Student), North Texas University. 1997
Alpha Phi Sigma National Criminal Justice Honor Society 1997

DARRYL A. BEATTY

PROFESSIONAL PROFILE

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT *Austin, TX 5/1997 - present*
Deputy Chief Juvenile Probation Officer (11/2005 - present) - Assist in directing the overall operations of the Juvenile Probation Department. Engage in immediate oversight of the institutional operations of the department and facilitate program development to improve the efficacy of services offered to youth and families. Provide leadership, supervision and guidance to division directors and departmental employees. Assist in planning, organizing, directing, implementing, and evaluating departmental functions and operations in accordance with state, federal, and local laws. Participate in the preparation and oversight of a \$40 million departmental budget. Serve as a representative of the department at local, state, and national functions and operate as a community liaison and resource for criminal justice representatives, departmental staff, and the general public. Represent the department at Commissioner's Court and serve on juvenile justice committees designed to enhance the services provided to juveniles, their families, and the community at large.

Director of Administrative Services & Facility Operations (1/2000 - 10/2005) - Directed and managed the Division in compliance with state and federal statutes and departmental policies and procedures, including personnel, training, facility operations, research and evaluation, strategic planning, medical services, information systems, volunteer services, building maintenance, and compliance and accreditation units. Responsible for oversight of division, which included evaluation, hiring, and termination of divisional employees. Acted as liaison and contact for County departments, outside agencies, organizations, and the general public. Assisted in preparation and monitoring of an annual \$26 million departmental budget. Conducted research, program planning, and policy development along with providing recommendations and improvements for overall departmental operations. Served as a member of Chief Juvenile Probation Officers Management Team.

Director of Detention Services (5/1997 - 1/2000) - Directed and managed the Detention Services Division averaging 90 juveniles per day and consisting of over 100 employees, including medical, counseling, and food service units; full and part-time detention officers; and administrative staff. Ensured compliance with departmental policies and procedures as well as state and federal statutes. Assisted in conducting research and program evaluations and in establishing policies and procedures. Assisted in preparation and monitoring of a \$5 million annual budget. Served on the Department's Management Team.

TEXAS STATE UNIVERSITY - San Marcos, TX

1/2003 - 5/2004

Adjunct Professor - Taught college-level courses as an adjunct professor for the Political Science Department.

AUSTIN COMMUNITY COLLEGE - Austin, TX

1/1997 - 5/2002

Adjunct Professor - Taught college-level courses as an adjunct professor for the Sociology Department.

TEXAS JUVENILE PROBATION COMMISSION - Austin, TX

8/1995 - 6/1997

Training Specialist IV (8/1995 - 6/1997) - Coordinated, developed and conducted training for all personnel in the juvenile justice field. Approved juvenile probation and detention officers certification in Texas. Planned joint programs with local agencies, state agencies, and private firms. Represented TJPC on local and state committees regarding training and other issues related to juvenile probation and interagency efforts. Performed duties of the Director as needed. Ensured state and regional conferences were within budget requirements. Evaluated and assessed the training needs of probation departments. Developed and

interpreted division policies and procedures. Supported county departments by providing the technical assistance necessary to meet TJPC standards.

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT – Austin, TX 1/1993 - 5/1997

Maintained positions on a full-time basis through 8/1995. Maintained employment at TCJP on a part-time basis until 5/1997.

Shift Supervisor (8/1994 - 8/1995) - Actively participated in the selection, supervision, and evaluation of Residential Treatment Officers (RTO). Coordinated and attended meetings. Audited and maintained juvenile and personnel files. Planned, developed, and presented employee training programs within the Residential Services Division of juvenile probation. Performed investigations as assigned and assisted with budget preparation. Ensured Travis County policies and procedures, along with ACA standards, were implemented and followed.

Senior Residential Treatment Officer (10/1993 - 8/1994) - Supervision of RTO shift workers. Supervised and monitored juvenile offenders assigned to a residential program. Managed a working caseload of 12 youth. Generated statistical reports and documentation and maintained records as required. Screened cases referred to Residential Services Division and made independent judgements as to appropriate action to be taken. Conducted training for all Residential Services Division staff.

Group Leader (4/1993 - 8/1994) - Facilitated and documented daily problem solving groups. Devised and implemented strategies for juvenile supervision and screenings. Conducted weekly individual counseling along with creating individual program plans for incoming residents; reviewed/modified plans as needed. Facilitated parent conferences and new resident admissions.

Residential Treatment Officer II (1/1993 - 4/1993) - Implemented available treatment plans and corrective disciplinary strategies for juveniles assigned to a residential program. Assisted in casework preparation and documentation. Provided direct supervision and treatment interventions for juveniles assigned to residential program.

THE OAKS TREATMENT CENTER – Austin, TX

6/1990 - 9/1995

Center Supervisor (6/1991 - 9/1995) - Ensured all policies and procedures of the hospital were appropriately followed. Implemented and supervised emergency procedures as required for 120 bed psychiatric adolescent hospital. Oversaw and advised direct care personnel and provided on-site training to direct personnel regarding crisis prevention, intervention, and therapeutic follow-up. Provided direction, guidance, and emotional support to clients and families. Achieved accreditation status for the center from the Joint Commission on Accreditation of Healthcare Organizations.

Mental Health Worker (6/1990 - 5/1991) - Assisted team members in developing/implementing unit programs and treatment plans. Co-facilitated therapy groups and provided feedback on patient progress.

EDUCATION

- Master of Public Administration - Texas State University (SWT), San Marcos, TX
- Master of Sociology - Prairie View A&M University, Prairie View, TX
- Bachelor of Science in Criminal Justice - Texas State University (SWT), San Marcos, TX

CERTIFICATIONS

D. BEATTY 2

- Certified Juvenile Probation Officer
- Training for Trainers Certificate of Completion

COMMUNITY INVOLVEMENT / ASSOCIATIONS

Texas Juvenile Detention Association – Past President
American Society of Public Administration – Centex Chapter
Juvenile Justice Association of Texas – Member
Former Board of Directors, Regional Network for Children
Texas Corrections Association Member
National Organization for Hispanics in Criminal Justice

BRANDY C. BAPTISTE

6704 Manchaca Road # 28, Austin, TX 78745 | 512-294-8204 | brandycbaptiste@yahoo.com

SUMMARY

Effectively uses education, training and experience to manage complex projects.

EXPERIENCE

- 3/2009 - Date Accreditation and Compliance Officer, *Travis County Juvenile Probation Department*
- Maintain working knowledge of current federal, state and local statutes, policies, procedures, accreditation and other regulatory standards affecting the Department;
 - Provide complex technical interpretation on standards and regulations;
 - Serves as the contact for outside monitoring agencies and coordinates Department response to audits;
 - Conducts internal investigations and program reviews;
 - Serves as a PREA Coordinator and maintains Department serious incident database.
- 1/2002-3/2009 Administrative Supervisor, *Travis County Juvenile Probation Department*
- Coordinate training activities for the division and train staff;
 - Schedules staff and participates in interviewing and hiring process;
 - Supervise shift activities, staff development, and performance evaluations;
 - Assist in ACA and TJPC auditing and accreditation process;
- 3/2001-1/2002 Training and Education Coordinator, *Travis County Juvenile Probation Department*
- Identify, develop, schedule, coordinate and conduct training for the Department and evaluates the effectiveness of training
 - Prepare certifications for JPOs, JDOs, and JCOs and maintains training and certification records;
 - Ensure Departmental compliance with ACA and TJPC training standards;
 - Preparation of Travel Encumbrances and Travel Reimbursements;
- 1/2000-3/2001 Shift Supervisor, *Travis County Juvenile Probation Department*
- Supervise shift activities, staff development, and performance evaluations;
 - Maintain Safety, Security and Sanitation of the facility;
 - Coordinate training activities for the division;
 - Assist in ACA and TJPC auditing and accreditation process
- 11/1995-1/2000 Juvenile Detention Officer, *Travis County Juvenile Probation Department*
- Ensure safety, security and health of residents;
 - Facilitate groups for competency development and behavior modification program;
 - Train staff on Handle with Care and CPR and First Aid

EDUCATION

- 8/1989-5/1994 BA in Psychology / Sociology, *University of Texas at Austin*

Carolina M. Corpus

Phone: 512.769.1906 ~ Email: carolina.corpus@yahoo.com

Education

<i>Master of Arts in Criminal Justice and Criminology</i> Sam Houston State University – Huntsville, TX	Conferred August 2005
<i>Bachelor of Arts in Criminal Justice</i> St. Edward's University – Austin, TX	Conferred May 2001 Magna Cum Laude

Pertinent Employment History

<i>Accreditation and Compliance Officer</i> Travis County Juvenile Probation Department, Administrative Services	08/11 - Present
<i>TCOOMMI Program Specialist V</i> Texas Department of Criminal Justice, Reentry and Integration Division	09/09 - 08/11
<i>Review Panel Program Specialist</i> Texas Youth Commission, Office of General Counsel	08/08 – 06/09
<i>Parole Coordinator</i> Texas Youth Commission, Interstate Compact	11/07 – 08/08
<i>Parole Officer</i> Williamson County Juvenile Services	10/06 – 11/07
<i>Case Manager III</i> Texas Youth Commission, Giddings State School	04/06 – 10/06
<i>Probation Coordinator</i> Texas Youth Commission, Interstate Compact	11/03 – 03/06
<i>Juvenile Detention Officer</i> Montgomery County Juvenile Services	10/01 – 12/02

Highlights of Qualifications

- Monitors federal, state and local statutes, policies, procedures, accreditation standards and other regulatory or governmental agency standards and ensures departmental compliance.
- Interprets complex standards, policies, rules and codes or regulations for practical application to departmental operations.
- Reviews and evaluates current programs, policies, procedures and practices on an on-going basis.
- Coordinates monitoring visits and serves as a liaison between monitors and program staff.
- Provides training on federal, state and local statutes, policies, procedures, accreditation standards and other regulatory or governmental agency standards.
- Monitored contract vendors and grant programs for contractual compliance.
- Performed trend analysis.
- Assisted in budget development and adjustment for contracted service providers.
- Provided direct care for juvenile justice involved youth in both a secured and community setting to include: intake, case assessment, case planning, case management, supervision and discharge.

JIM R. GOBIN

2515 S. Congress Avenue • Austin, TX 78704 • (512)854-7051 • jim.gobin@co.travis.tx.us

Education

Bachelor of Arts in Sociology (Concentration in Social Work) Minor in Psychology from McMurrey College in Abilene, TX.

Employment Experience

Division Director of Residential Services, Travis County Juvenile Probation Department, Austin, TX. May 2012 to present.

- Direct the overall operations, staff and functions of the division through subordinate managers.
- Lead, manage and coordinate planning, organizing, implementing and evaluating division operations.
- Develop division strategic plans.
- Direct the staffing, training, development and performance evaluation of division staff.

Juvenile Probation Division Manager – Residential Services, Travis County Juvenile Probation Department, Austin, TX. November 2011 to May 2012.

- Direct supervision of 5 Unit Coordinators and 5 Shift Coordinators.
- Supervision of staff and programs within the division.
- Insure compliance with TJJD Standards, ACA Standards and DHS Standards.
- Maintain and insure staff conformity to policy and procedure.
- Insure the health, safety and welfare of juveniles in the facility.
- Assist in the development of goals and objectives for the division.

Juvenile Probation Division Manager – Detention Services, Travis County Juvenile Probation Department, Austin, TX. April 2001 to November 2011.

- Direct supervision of 8 Shift Supervisors.
- Supervision of staffing and programs within the division.
- Insure compliance with TJJD and ACA Standards.
- Maintain and insure staff conformity to policy and procedure.
- Insure the health, safety and welfare of juveniles in the facility.
- Assist in the development of goals and objectives for the division.

Juvenile Probation Casework Manager – Detention Services, Travis County Juvenile Probation Department, Austin, TX. May 1996 to April 2001.

- Supervision of education, recreational and special programming within the division.
- Direct supervision of the counseling and training programs.
- Supervision of staff schedules and part-time Juvenile Detention Officers.

Detention Services Shift Supervisor, Travis County Juvenile Probation Department, Austin, TX. June 1991 to May 1996.

- Direct supervision of 15 Juvenile Detention Officers, detained juveniles and daily shift activities.
- Responsible for staff performance counseling, disciplinary action, performance evaluation and staff training.
- Insure compliance with ACA and TJPC Standards.

Juvenile Detention Probation Officer, Travis County Juvenile Probation Department, Austin, TX. September 1989 to June 1991.

- Direct supervision and counseling of juveniles in the detention facility.

Cory J. Burgess

811 West Slaughter Lane #3611

Austin, Texas 78748

(512)-791-1343

coryburgess@hotmail.com

EDUCATION: The Florida State University – Tallahassee, Florida
Bachelor of Science - Political Science
Minor – Sociology

The Wilmington University – Wilmington, Delaware
Master's Degree – Administration of Justices

LEADERSHIP EXPERIENCE:

Travis County Juvenile Probation Department (May 2012 to present)

2515 South Congress Avenue

Austin, Texas 78704

Position: **Director for Detention Services Division**

- Directs, plans, organizes, implements, monitors and evaluates the overall operations, staff and functions of the Detention Services Division for Travis County Juvenile Probation Department. Directs and ensures conformity with State of Texas and Federal laws and guidelines, and policies and procedures for health, safety and welfare of juveniles.
- Directs and coordinates the overall administration of a Pre-Adjudicated Residential facility for boys and girls. (120 beds)
- Develops division strategic plans to accomplish goals and objectives and improve effectiveness and efficiency of services. Seeks and creates opportunities for improved performance, learning and development of staff and addresses problems or conflicts. Oversees and participates in development of division policies, procedures, goals and objectives.
- Prepares and reviews fiscal, administrative and statistical reports and interprets findings.
- Prepares and administers division Budget (\$6.9 million per year). Monitors and approves all budget expenditures to ensure consistently with system goals and objectives.

Travis County Juvenile Probation Department (April 2010 to May 2012)

2515 South Congress Avenue

Austin, Texas 78704

Position: **Director for Residential Services Division**

- Directed, planned, organized, implemented, monitored and evaluated the overall operations, staff and functions of the Residential Services Division for Travis County Juvenile Probation Department. Directed and ensured conformity with State of Texas and Federal laws and guidelines, and policies and procedures for health, safety and welfare of juveniles.

- Developed division strategic plans to accomplish goals and objectives and improve effectiveness and efficiency of services. Sought and created opportunities for improved performance, learning and development of staff and addresses problems or conflicts.
- Oversaw and participated in development of division policies, procedures, goals and objectives.
- Prepared and reviewed fiscal, administrative and statistical reports and interprets findings. Evaluated programs, procedures and practices within the Residential Services Division.
- Prepared and administered division Budget (\$5.6 million per year). Monitored and approved all budget expenditures to ensure consistently with system goals and objectives.
- Directed and coordinated the overall administration of a Post Adjudicated Residential facility for boys and girls. (118 beds)
- Supervised and provided guidance for Male and Female Youth Halfway Houses (24 beds)
- Supervised Juvenile Re-Entry/Aftercare Program.
- Supervised Division's Juvenile Probation Officer Team
- Supervised Division's with the implementation of evidence based practices to include: Thinking for a Change, Pathways to Self-Discovery and Choices, and Aggression Replacement Training.

Price Halfway House for Girls - Global Youth Services, Inc. (June 2009 to April 2010)

2515 Ortiz Avenue

Ft. Myers, Florida 33905

Position: **Executive Director**

- Directed and coordinated the overall administration of a juvenile residential facility contracted with the State of Florida Department of Juvenile Justice.
- Oversaw the start up of a new residential juvenile facility with direct responsibilities of development of all aspects of the program to include, case management, medical, mental health, behavior management systems, and education.
- Established and implemented facility operating procedures consistent with departmental guidelines and annually inspect the procedures for compliance.
- Established and maintained a safe, secure and human environment for all residents and staff located within the secure facility.
- Performed routine and unannounced facility inspections to ensure a safe and secure therapeutic environment.
- Lead the program in the start up and development of structured program activities
- Directed the treatment services for moderate risk offenders to include; mental health and substance abuse services, healthcare services, case management, behavior management, and individual and group therapy.
- Performed administrative duties as required to include supervision and training of subordinate personnel; procurement, receipt and payment for goods and services rendered to the facility.
- Responsible for the upholding the Department of Juvenile Justice's mission directive through interaction with all facets of the community, law enforcement, various governmental agencies, judiciary, and private sector representatives.
- Supervised treatment staff in development and compliance with State and Federal guidelines for Behavioral Health Overlay Services (BHOS).
- Functions effectively in a leadership and administrative capacity with the Department of Juvenile Justice's representatives within the Regional structure and state level Administrative Personnel.

- Served as the programs Disaster Coordinator ensuring that facility is in compliance with all Continuity of Operations Plans (COOP) and Disaster Policy. Also coordinated with Local County and City Emergency Management staff.

Global Youth Services, Inc. (November 2008-June 2009)

4705 US Highway 17

Bowling Green, Florida 33834

Position: **Risk Manager**

- Identified critical areas within three residential secure facilities and provide technical assistance to ensure compliance with Global Youth Services, Inc. Policies and Procedures and The Florida Department of Juvenile Justice Administrative Rules.
- Completed program internal investigations for Global Youth Services, Inc. and provide conclusions and/or corrective action plans as needed.
- Conducted audits of Case Management Files, Mental Health/Substance Abuse files , Medical Files, and Safety/Security Systems of three residential facilities to ensure compliance with Global Youth Services, Inc. policies and procedures as well as the Florida Department of Juvenile Justice Administrative Rules.
- Assisted and/or led in the Pre and Post Operational Reviews of new residential contracts awarded to Global Youth Services, Inc.
- Provided Global Youth Services, Inc. Program Administrative Teams with assistance in budgetary, staffing, treatment, and residential issues.
- Provided training to program staff on revisions and additions to Program/and or Company Policies and Procedures.
- Served as Administrative Duty Officer for Global Youth Services, Inc. Residential Facilities in the absence of President/CEO.

Bowling Green Youth Academy - Global Youth Services, Inc. (September 2006-November 2008)

Bowling Green Youth Academy – Diversified Behavioral Health Solutions, Inc. (October 2005 – August 2006)

4705 US Highway 17

Bowling Green, Florida 33834

Position: **Executive Director**

- Directed and coordinated the overall administration of 52 bed (New Beginnings -20 Bed Substance Abuse) and (Bowling Green 32 –Bed Behavioral Health) Department of Juvenile Justice contracted moderate risk secure residential treatment facility.
- Established and implemented facility operating procedures consistent with departmental guidelines and annually inspect the procedures for compliance.
- Established and maintained a safe, secure and human environment for all 52 residents. Performed routine and unannounced facility inspections and maintains a zero escape status.
- Led program and treatment task in implementation of The Florida Department of Juvenile Justice What Works Initiative. Providing group training for Thinking For a Change, Communicating for a Change, and Motivational Interviewing.

- Directed the treatment services for moderate risk offenders to include; mental health and substance abuse services, healthcare services, case management, behavior management, and individual and group therapy.
- Performed administrative duties as required to include supervision and training of approximately 65 subordinate personnel; procurement, receipt and payment for goods and services rendered to the facility.
- Responsible for the upholding the Department of Juvenile Justice's mission directive through interaction with all facets of the community, law enforcement, various governmental agencies, judiciary, and private sector representatives.
- Supervised treatment staff in development and compliance with State and Federal guidelines for the of appropriate Behavioral Health Overlay Services (BHOS) and Residential Substance Abuse Treatment (RSAT) services provided.
- Functioned effectively in a leadership and administrative capacity with the Department of Juvenile Justice's representatives within the Regional structure and state level Administrative Personnel.
- Directed Two Residential Programs in implantation of Evidence Based Treatment Approach.
- Served as the programs Disaster Coordinator ensuring that facility is in compliance with all Continuity of Operations Plans (COOP) and Disaster Policy. Also coordinated with Local County and City Emergency Management staff.

Diversified Behavioral Health Solutions (May 2005-September 2005) Bowling Green, Florida – Position: Chief of Security/Assistant Program Director, Bowling Green Juvenile Residential Facility & New Beginnings Substance Abuse Youth Academy.

- Responsible for the direct operation of a 52 bed moderate risk secure residential youth treatment facility. Responsibilities included but were not limited to: planning, coordinating, and directing of all activities to include; auditing, safety and security, care and custody, transportation, mental health and substance abuse services.
- Prepared evaluations on the effectiveness of various facility programs and conducted internal quality assurance audits as well as internal investigations of incidents that required detailed analysis.
- Monitored staffs work schedules to ensure proper supervision needs of the facility were met to include staff to youth ratio requirements mandated by the Department of Juvenile Justice's Residential Service Manual as well as the program's state contract.
- Ensured that the program's safety and security functions of the facility are in compliance with the Department's Security Audit Instrument.
- Assisted and facilitated any departmental requested investigation by internal/external agencies with a specified time frame.
- Responsible for prioritizing various work loads as well as completing various reports, communicate effectively by facilitating monthly meetings with direct care worker supervisors and direct care workers.

OTHER JOB EXPERIENCE:

- **Securicor New Century (September 2004 – April 2005) Polk Juvenile Correctional Facility – Case Manager (High Risk Secure Residential Facility)**
- **Correctional Service Corporation/Youth Services International (July 2003 – July 2004) Blackwater STOP Camp/Santa Rosa Juvenile Residential Facility – Case Manager – (Moderate Risk Residential Facility)**
- **Ramsay Youth Services (April 2003 – June 2003) Bartow Youth Training Center – Lead Case Manager (High Risk Secure Juvenile Residential Facility)**

- **Correctional Service Corporation (December 2001 – March 2003) Bartow Youth Training Center – Case Manager –(High Risk Secure Residential Facility)**

CERTIFICATIONS/TRAININGS:

- Adult First Aid and CPR responder certified
- Handle with Care Restraint
- Certified Juvenile Probation Officer
- Certified Juvenile Supervision Officer
- Motivational Interviewing
- Thinking for a Change
- Arise Life Skills Instructor

References provided upon request:

Patricia Garcia

819 Brook Meadow Trail, Cedar Park, Texas 78613

(512) 636-2578 (cell), pgarcia40@austin.rr.com

OBJECTIVE

Seeking a challenging & team-work oriented position in an environment where serving our youth and communities are priorities.

PROFILE

- Over twelve years in management and program development.
- Diligent and detail oriented with concise report writing background.
- Bilingual with a collaborative multi-agency involvement work experience.
- Strong teamwork & multi-task skills in a stressful & fast pace environment

CAREER HIGHLIGHTS

- TCJP Internal Investigator • Safety & Security Committee Chair • JJAT Member
- Supervisor of the Year 2000 • JPO of the Year 1998
- Oversight and Development of the Following Programs:
Sex Offender, Sanction Supervision & Operation Safe Streets

EXPERIENCE

Residential Services Division Manager

October 2012-Present

- Assist in oversight of the Residential Services staff, program and facility.
- Oversee management & staff, including hiring, training, performance evaluation, & disciplinary action.
- Assist in planning, developing, implementing and ensure compliance with policies, procedures, goals and objectives of the division.

Casework Manager

1999-2012

- Supervised the Intensive Supervision Unit (ISP) consisting of seven (7) certified Juvenile Probation Officers and a Lead Officer which provided supervision and case management services to high risk youth offenders.

- Provided oversight of the daily operations to include managing, developing and evaluating employee's performance.
- Monitor and ensure compliance with department policies, procedures, state and federal laws and overall goals and objectives of the department.
- Oversee, evaluate and research programs that include analyzing operations and facilitating staff meetings, chair committees and other administrative functions as needed.
- Prepare program and investigative reports that may include recommendations for policy changes, program revisions and/or implementations.
- Participate in collaborative efforts with internal and community agency to meet client and/or department functions. Previous oversight of the GPS Monitoring program.

JUVENILE PROBATION OFFICER, ISP & SR. JPO

1991-1999

- Caseload supervision of Adjudicated clients placed on probation in the community or Residential facilities.
- Assistant to Casework Manager in completing administrative duties that consisted unit Oversight in absence or unavailability of the Casework Manager.
- Conducted training, unit meetings, staff audits, and oversight of the electronic monitor program, ISP competency groups and program.

EDUCATION

- Texas State University (formerly SWT), August 1984-August 1986, San Marcos, Texas
- Bachelor's Degree in Criminal Justice in Corrections and Minor in Sociology

SKILLS

- Management experience in Supervisory Principles and Practices.
- Investigative and Interview Skills.
- Problem Solving and Decision Making.
- Knowledge of Standards, Policies, Practices, State and Federal Laws.
- Ability to Understand, Interpret, and Explain Policies, Concepts and Rules.
- Verbal and Written Communication to include Presentations in English & Spanish.

REFERENCES

- Available upon request

Maya Noronha Duff

Maya.Duff@co.travis.tx.us; maya.noronha@gmail.com

1000 San Marcos St.; Apt. 375; Austin, TX 78702

Home: 512-212-4634/Work: 512-854-7046

EXPERIENCE: **Travis County Juvenile Probation Department** Austin, TX August 2012-present
Grant Coordinator

- Administer local, state, and federal grants through written proposals and reports, budget control, reporting, and formal/informal correspondence
- Consistently research available funding opportunities, create grant opportunity overviews, and distribute to staff to determine interest
- Develop and write grant proposals; move grant proposals through all County processes, including agenda requests, approval, award, acceptance, and submission
- Lead strategic planning meetings with program staff to plan and prepare grant proposals and to implement grant activities
- Lead grant training workshops for department staff

DePaul University Chicago, IL October 2008-August 2011
Grants and Contracts Specialist, Office of Sponsored Programs and Research

- Guided faculty members through all steps of the pre-award process to ensure compliance with University and agency guidelines and regulations
- Submitted 5-6 federal and non-federal grant opportunities per month; requested approximately \$3 million in funding per month
- Worked with professors from all departments of the University to obtain roughly \$5 million in grant funding
- Researched funding sources and kept faculty informed about available and relevant opportunities and changes in agency guidelines

Alliance for Catholic Education Memphis, TN June 2005- June 2007
St. Paul School; Little Flower Primary School
Teacher, 2nd grade

- Taught all subjects to second graders in inner-city Memphis
- Increased students' standardized test scores in reading and math; one student rose from the 1% to the 35% in math
- Recruited Memphis professionals to speak to class about career aspirations and opportunities
- Tutored students after school to ensure that all students were reading fluently by the end of the school year

INTERNSHIP: **Healthy Schools Campaign** Chicago, IL September 2010-June 2011
Intern

- Created a best practices guide for Chicago Public Schools teachers to incorporate physical activity into their classrooms
- Organized Fit to Learn workshops for local teachers to educate them about ways to create healthier classrooms
- Compiled resource lists distributed at workshops to empower teachers to make healthy changes to their classrooms throughout the year
- Created and led "train the trainer" presentation on educating other teachers about creating healthy classrooms

SERVICE: **Highsight** Chicago, IL August 2008-May 2011
Mentor

- Mentored and tutored high school students from low-income neighborhoods in Chicago
- Planned and publicized fundraising events through Facebook, email, print media, and word of mouth

Christel House International Bangalore, India November 2007- May 2008
Volunteer Teacher

- Taught remedial language arts and math to students in grades one through six
- Led a team that designed the curriculum for the remedial language arts program in a school that educates, feeds, and clothes 800 children from the slums of Bangalore
- Co-established a basketball team for ninth grade boys

EDUCATION: **DePaul University** Chicago, IL June 2011
Master of Public Health (with distinction)

University of Notre Dame Notre Dame, IN May 2005
Bachelor of Arts, Psychology
Master of Education through Alliance for Catholic Education Program May 2007

LANGUAGES: Spanish: Conversational; Portuguese: Beginning

Israel Ramirez Jr.
3131 Longhorn Circle
Manvel, Texas 77578

Cell : 713.899.7055
Home : 281.692.1975
Email : iramirez_1@sbcglobal.net

Financial Management

- Directed the financial activities associated with the business administration of staff, procurement, contracts, institutional financial programs, government grants, state appropriations and hospital revenue.
- Develop and implement financial policies associated with grant awards, clinical management, and tracking.
- Plan, assist in preparing prepare and managing the county's \$800M annual budget.
- Directs the planning, development, implementation and administration of business and financial services, which include financial, and human resources management, procurement and contract administration, endowments, and management of University/Division business services groups.
- Create financial analysis and variance reports for operating and grant budgets for all institutional departments.
- Forecast and analyze operating budgets for all institutional departments
- Develop and maintain a financial system to efficiently and proactively monitor fund balances, personnel and budget end dates for all divisions and hospital operations, institutional grants, state appropriated funds, restricted funds, donor and governmental as well as private sponsored grants and contracts, and clinical activity revenue cycle.
- Knowledge of state and federal academic regulations and financial processes.
- Medicaid contracting, practice operations, managed care and the healthcare environment and academic finance.

Human Resource Management

- Manage directly or indirectly up to 22 personnel to include recruitment, evaluation and disciplinary actions
- Provides planning for department management including assistance in planning job and funding for employee actions, equipment, materials and facility changes
- Assisted the Vice President's office with data and reporting requirements to evaluate division/department chairman
- Interpreted university policies and procedures and trained staff on all institutional mandated policies.
- Served on institutional committees in which provided assistance in the implementation of organization decisions, writing policy statements and generating customized reports.
- Risk Management

Project Management

- Directs the overall operations of the Vice President's office, review outcomes of operational projects, ensuring that departmental vendors are fulfilling their contractual obligations, allocating resources for greater departmental effectiveness and efficiency.
- Identified and structured relevant intellectual property for prospective licenses.
- Plan space allocation, space utilization, new laboratory facility design, implement modifications and managed new construction
- Conduct process improvement and problem solve on institutional projects.
- Develops, maintains and communicates project documentation, including project definition, schedules, milestones and budget plans.
- Served as team leader on institutional projects, responsible for assigning individual responsibilities and coordinating activities to team members.
- Responsible for timely completion of projects including ensuring milestones are met and financial controls are overseen and achieved.
- Trained in process improvement methodologies -Six Sigma Greenbelt & Blackbelt.

EDUCATION

Master's in Business Administration (Finance) *University of Houston, December 2004*

Master of Science (Chemistry) *University of Houston, May 1999*

Bachelor of Science (Chemistry) *University of Houston, December 1996*

Associate of Arts (Mathematics) *San Jacinto College, May 1993*

Work Experience

Lead Accountant, Travis County

Juvenile Probation Department

December 2012- Present

- Plan, assist in preparing and managing the county's \$800M annual budget.
- Forecast and analyze operating budget for all Divisions, Grants, state and county appropriations.
- Assist in the preparation and management of bond issuance for county projects.
- Manage all financial operations of the County Commissioners, reviews outcomes of operational projects, ensuring that departmental vendors are fulfilling their contractual obligations, allocating resources for greater departmental effectiveness and efficiency.
- Provides planning for county wide department management, including assistance in planning job and funding for employee actions, equipment, materials, and facility changes.
- Provide guidance to all responsible parties submitting grants as to all rules and policies associated with each agency pertaining to the grant submission and management.
- Monitors, manages and provided reports on financial activity of all budget areas.
- Responsible for process improvement and new system development.
- Provide ad-hoc reporting from all systems within the county.
- Responsible for monitoring and reporting on all currently funded grants.
- Monitor and maintain the financial activities associated with the academic activities of the county's juvenile probation department.

Director, UT MD Anderson Cancer Center

Office of Administration

July 2008 – August 2012

- Directs the planning, development, implementation and administration of business and financial services, which include financial, and human resources management, procurement and contract administration, endowments, and management of University/Division business services groups.
- Leadership role on Functional team of the Resource Information Management System (RIMS) for strategic planning of the growth of the institutional research enterprise.
- Monitor and manage finances of The Research Administration Office (RAO), including the development and implementation of the annual budget.
- Monitors, manages and provided reports on financial activity of all budget areas, including Educational & General Fund, Physician Referral Service, and University Cancer Foundation revenue accounting.
- Forecast and analyze operating budget for Research finance and internal funding programs.
- Directs the overall operations of the Vice President, reviews outcomes of operational projects, ensuring that departmental vendors are fulfilling their contractual obligations, allocating resources for greater departmental effectiveness and efficiency.
- Provides planning for department management, including assistance in planning job and funding for employee actions, equipment, materials, and facility changes.
- Responsible for process improvement and new system development.
- Manage directly or indirectly up to 21 personnel to include recruitment, evaluation and disciplinary actions
- Provides planning for department management including assistance in planning job and funding for employee actions, equipment, materials and facility changes
- Served as Project Manager on Institutional and UT System projects.

**Program Director
UT MD Anderson Cancer Center
Genitourinary Oncology Research
September 2007 –July 2008**

- Supervised department personnel in appropriate laboratory procedure and compliance, as well as clinical trial planning.
- Organized the coordination of clinical trials on new drugs, licensing agreements, and intellectual property for Genitourinary Medical Oncology.
- Developed and maintained Good Laboratory Practice (GLP) and Good Manufacturing Practice (GMP) procedures to support product development.
- Prepared and submitted Investigational New Drug (IND) documents.
- Collaborated with legal department on execution of collaboration and partnership agreements with academic and corporate partners.
- Identified and structured relevant intellectual property for prospective licensees.
- Coordinated with the Office of Technology commercialization and the Office of Regulatory Affairs to optimize the protection of intellectual property.

**Management Analyst
UT MD Anderson Cancer Center
March 2006-September 2007**

- Created financial analysis and variance reports for the development of research Education & Grant budget.
- Created financial analysis and executive summaries for the division of pathology on clinical revenue and expenses.
- Maintained and reconciled division budget of approximately \$260 million.
- Developed and maintained a research financial system to efficiently and proactively monitor funds balances, personnel and budget end dates for Division Principal Investigators to include start-up funds, Institutional research Grants, incentive funds, restricted funds, donor and governmental as well as private sponsored grants and contracts.
- Collaborated with individual principal investigator's to assist in maintaining financial compliance.
- Analyzed financial operations and made recommendations for policy and/or procedural change.
- Served on projects teams for Division of Pathology Projects.

**Manager, Research Institute
Miami Children's Hospital
April 2005- March 2006**

- Managed and maintained research fiscal accounts and budget.
- Budget capital equipment for research institute.
- Managed and evaluated research personnel..
- Planned space allocation, space utilization, new laboratory design, implement modifications and managed new construction.
- Managed the central office to setup and implemented and monitor new and ongoing clinical trials.
- Negotiated budgets for clinical research studies with Principal Investigators.
- Negotiated budgets for new clinical studies with sponsors.
- Negotiated contracts with Pharmaceutical companies on associated clinical studies.
- Maintain all regulatory documentation related to human and animal studies.
- Managed building and laboratory safety regulation and compliance.
- Served on Process improvement team, Six Sigma Black belt trained.

Laboratory Manager
University of Texas MD Anderson Cancer Center
October 2001-April 2005

- Administered and managed laboratory operating budget.
- Managed and evaluated laboratory personnel to include 15 postdoctoral scientist, 3 pre-doctorial researchers, and 3 laboratory technicians.
- Managed and reconciled \$3 million research laboratory operating and grant budgets.
- Negotiated and managed vendor contract for laboratory equipment and supplies.
- Collaborated with SVP-CAO Facilities Operations in planning, designing, and improving laboratory space.
- Coordinated necessary training for all laboratory personnel to comply with the institutional guidelines.
- Maintain laboratory research protocols, safety & operating procedures and documentations.

Laboratory Supervisor/Chemist
Ethyl Chemical Corporation
October 1994-October 2001

- Managed annual operating budget for laboratory of \$4.0 million.
- Planned capital budget for laboratory equipment.
- Managed and assigned workload for all laboratory personnel.
- Maintained laboratory information database system.
- Purchased and maintained laboratory equipment and supplies.
- Ensured quality inspection and testing of laboratory equipment.
- Implemented and managed quality control programs (SPC, ISO9000, Six Sigma Green Belt, QS9000, MVT).
- Managed wastewater analysis and documentation.
- Ensured compliance for EPA & TNRC documentation audits and inspections.
- Developed improved processes for standard operating analytical procedures.
- Supervised and implemented work load for laboratory personnel.
- Provided technical support for plant processes and Customer Requirements.
- Participated labor-management committees.
- Implemented and processed disciplinary and grievance policy.
- Conducted safety program for laboratory operations (JSA, PHA, RCA, FMEA)
- Operate and maintain analytical equipment, Inductively Coupled Plasma, Mass Spectroscopy, Gas Chromatography, High Performance Liquid Chromatography, Infrared Spectroscopy, Ultraviolet spectrophotometer, Atomic Absorption Spectroscopy.

EDUCATION:

Master of Science in Applied Sociology

August 2009

Texas State University - San Marcos - San Marcos, Texas

Course work included: Advanced Statistics, Grant Writing, Impact Analysis, Work and Occupations, and Research Methods. Overall GPA: 4.0.

Bachelor of Science in Applied Sociology

December 2004

Texas State University - San Marcos - San Marcos, Texas

Course work included: Social Research, Computer Applications for Sociology, Statistics, Social Deviance, and Sociological Thought. Minor: Criminal Justice. Overall GPA: 3.9.

Texas Lutheran University - Seguin, Texas; August 2000 - May 2002

EMPLOYMENT:

Senior Planner

July 2013 – Present

Travis County Juvenile Probation Department, Austin, Texas

Supervise the Research Unit, consisting of two planners. Review and approve reports for distribution to staff. Work with management team to develop strategic plan for key areas of departmental growth. Develop and prepare complex statistical and written reports for managerial team to aid in decisions regarding programming. Perform basic and advanced statistical analysis procedures to compile and analyze information for use by District Judge, Legislative Budget Board, Juvenile Board, and Senior Management. Make forecasts/projections to aid in budgeting decisions.

Planner/Research Specialist

April 2011 – July 2013

Travis County Juvenile Probation Department, Austin, Texas

Developed and prepared complex statistical and written reports for managerial team to aid in decisions regarding programming. Performed basic and advanced statistical analysis procedures to compile and analyze information for use by management, judges, and state offices. Provided training for new research divisions of other probation departments. Made forecasts/projections to aid in budgeting decisions. Assisted with grant applications for local, state, and federal funding for programs, and tracked compliance with grant performance and outcome measures for reporting periods.

Researcher – Sexual Assault Prevention Program

July 2008 – August 2009

Hays-Caldwell Women's Center, San Marcos, Texas

Worked with community leaders to develop and execute a research plan to investigate attitudes toward sexual assault among college students. Analyzed data for patterns and trends using statistical software. Compiled data and analysis into a report for use in developing new strategies for the prevention of rape and sexual assault.

Legal Assistant – Misdemeanor Division

April 2005 – March 2011

Hays County Criminal District Attorney's Office, San Marcos, Texas

Managed approximately 5,000 cases by creating new files, preparing cases for review by prosecutors, and preparing legal documents. Answered and directed phone calls. Worked closely with other county offices and law enforcement agencies. Compiled caseload statistics and created report for budgeting purposes, which resulted in the addition of a new staff member. Coordinated and scheduled court dates for six Justice of the Peace courts.

REFERENCES:

Available upon request



TRAVIS COUNTY FY 14 GRANT SUMMARY SHEET

Contract #:

SAP #:

Check One:	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input checked="" type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
Department/Division:	TNR - Natural Resources & Environmental Quality	
Contact Person/Title:	Melinda Mallia, Environmental Project Manager	
Phone Number:	512-854-4460	

Grant Title:	FY14 Section 6 Nontraditional Grant - Balcones Canyonland Preserve		
Grant Period:	From: <input style="width: 150px;" type="text" value="Jun 1, 2014"/>	To: <input style="width: 150px;" type="text" value="May 31, 2017"/>	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Texas Parks and Wildlife Department		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
Originating Grantor:	Department of the Interior - US Fish and Wildlife Service		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Operating:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Capital Equipment:	\$ 2,000,000.00	\$ 3,301,450.00	\$ 0.00	\$ 0.00	\$ 5,301,450.00
Indirect Costs:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Totals:	\$ 2,000,000.00	\$ 3,301,450.00	\$ 0.00	\$ 0.00	\$ 5,301,450.00
FTEs:	0.00	0.00	0.00	0.00	0.00

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

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

Performance Measures					
#	Measure	Actual FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
+ - Applicable Departmental Measures					
1.	Acquire property for habitat protection of threatened and endangered species for inclusion to the Balcones Canyonland Preserve in compliance within the terms of the BCCP permit.			30,516	30,966
2.	Protect 62 caves named in the BCCP permit.			47	48
3.					
+ - Measures for the Grant					
1.	Acquire 450 acres endangered species habitat for inclusion in the Balcones Canyonlands Preserve (BCP).			0 acres	450 acres
Outcome Impact Description		Compliance with terms of BCCP Permit			
2.	Protect Spanish Wells Cave.			0 cave	1 cave
Outcome Impact Description					
3.					
Outcome Impact Description					

PBO Recommendation:

Transportation and Natural Resources is requesting Court approval of an application to the United States Fish and Wildlife Service for a grant to assist in the purchase of habitat related to the Balcones Canyonlands Preserve. The grant would provide \$2,000,000 and be augmented by \$3,301,450 of funds from the BCP fund Allocated Reserve to purchase a 450 acre area containing both karst landscape and occupied habitat for both the Golden-cheeked Warbler and Black-capped Vireo. As the department indicates below the proposed track includes the catchment area one of 62 caves the Balcones Canyonlands Conservation Plan (BCCP) Permit Holders are required to protect.

Currently the BCP Fund has an allocated reserve of \$12,961,486. If approved this proposed action would reduce this reserve to \$9,660,036. Currently though the transfer to the BCP fund is \$11,958,661 in FY 2014.

TNR has indicated that the proposed purchase, while outside of the current BCP Acquisition Zone, has high quality habitat and a listed karst feature. Therefore, PBO concurs with this grant request. PBO recommends that the department work on a status of the BCP and an update for a time line to submit to the US Fish and Wildlife Service our compliance with the permit to present to the Commissioners Court.

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

Federal grant funds in the amount of \$ 2,000,000 are requested to acquire a 450-acre tract in northwestern Travis County with high-quality habitat for the endangered Golden-cheeked Warbler (GCWA), Black-capped Vireo (BCVI), and a listed karst species. The tract includes a large portion of the catchment area for Spanish Wells Cave, one of 62 caves the Balcones Canyonlands Conservation Plan (BCCP) Permit Holders are required to protect. If the grant is awarded and acquisition is successful, the County would ask the USFWS to consider the additional GCWA and BCVI habitat as an offset for habitat losses inside the BCP as a component of the permit completion strategy.

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

The land purchased with grant funds must be managed for the protection of karst invertebrates, GCWA and BCVI in perpetuity.

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

A cash match of \$3,301,450 is proposed for this project and funds are available in BCP Fund 0115. Though the minimum county match of 25% is required, a higher match has become a key strategy for successful competition with other Habitat Conservation Plans across the nation. The proposed match is approximately 62% of the total budget for acquisition.

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

The grant does not provide funding for the county's indirect costs; it is limited to funding for land purchases and associated costs, such as appraisals, surveys and title work.

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

The grant program will terminate upon acquisition of the proposed tract.

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

This is not a new program.

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

The grant will help the county meet its acquisition goals for the BCP and permit requirements for the BCCP.

Project Statement

FY14 Section 6 Nontraditional Grants Habitat Conservation Plan Land Acquisition

Balcones Canyonlands Preserve

Submitted by:
Travis County, Texas
March 4, 2014

Prepared By:
Travis County /Natural Resources & Environmental Quality

Contact:
Melinda Mallia
Environmental Project Manager
Travis County TNR
P.O. Box 1748
Austin, Texas 78767
(512) 854-4460
Melinda.Mallia@co.travis.tx.us

Need

Approximately 450 acres of karst landscape with occupied habitat for the Golden-cheeked Warbler (GCWA) and Black-capped Vireo (BCVI) are currently available on one property in northwestern Travis County. Rarely does a site of this size or ecological integrity become available by a willing seller within the Balcones Canyonlands Conservation Plan (BCCP) Permit Area. The property is located:

- within the Balcones Canyonlands Conservation Plan (BCCP) Permit Area;
- outside the Balcones Canyonlands Preserve (BCP) Acquisition Zone;
- 5.5 mi from the nearest BCP tract (Austin Simon tract, Cypress Creek macrosite, managed by City of Austin); and
- 1.3 mi from the USFWS Balcones Canyonlands National Wildlife Refuge (BCNWR)/Webster tract.

Until the death of Martha E. Kutscher, the property was part of the Kutscher Ranch. Scott and White Healthcare inherited the 450-acre parcel from Mrs. Kutscher, who passed away in October 2012 and left instructions to Scott and White to sell the tract for conservation purposes and use the proceeds to fund medical research. Approximately 1,785 acres of the Kutscher Ranch, located adjacent and ecologically connected to the Scott and White tract, remain in Kutscher family hands. The Kutscher heirs have indicated a willingness to sell a conservation easement to the County to protect the cave opening and catchment area. However, in keeping with the late Mrs. Kutscher's wishes, they have stated they will not enter into discussions until the Scott and White tract is sold. Neither tract is currently platted for development, though developers have recently shown an interest in both. The window of opportunity for a County acquisition is limited. If the County is unable to purchase the property for inclusion in the BCP, Scott and White representatives may consider offers from developers.

Travis County proposes acquisition of the 450-acre property to support the long-term ecological health, resiliency¹, and function of threatened and endangered species covered by the BCCP. This tract is needed to:

- Protect a large portion of the surface and subsurface catchment area² for Spanish Wells Cave³, one of 62 required BCCP caves known to harbor rare cave invertebrates, including a karst species of concern, the flatworm *Sphalloplana mohri*.
- Conserve approximately 268 acres of high quality GCWA habitat
 - This is more than half the 500 acre minimum for a functional conservation unit
- Conserve approximately 130 acres of high quality and potential BCVI habitat
 - Nearly half the 250 acre minimum for a functional conservation unit⁴
- Protect and manage a contiguous block to the high stewardship standards set out in the BCP Land Management Plans, in perpetuity;
- Offset ecological deficits⁵ for BCVI and GCWA in the Barton Creek, Bull Creek, North Lake Austin and South Lake Austin macrosites.
 - Deficits have been created by ongoing clearing and development (some unpermitted), USFWS Section 10(a) permit issuance in the BCP acquisition area, and lack of willing sellers with suitable habitat or location to meet acreage or configuration needs.
 - Listed species take in these areas beyond the Permit Holders' control has adversely impacted the BCCP's ability to meet Preserve acreage goals and achieve edge-to-area ratios prescribed for ecological function of the Preserve system.

Objective

Acquire fee simple a 450-acre tract with known endangered species habitat for the Golden-cheeked Warbler, Black-capped Vireo and the catchment area for Spanish Wells Cave, for permanent protection within the Balcones Canyonlands Preserve within two years of grant award.

Expected Results or Benefits

The tract possesses high quality habitat for two endangered species and protects the catchment area for one karst species of concern.

Black-capped vireo	<i>Vireo atricapilla</i>	Endangered
Golden-cheeked warbler	<i>Setophaga chrysoparia</i>	Endangered
Flatworm	<i>Sphalloplana mohri</i>	Species of concern

The site is 5.5 miles from the BCP and less than 2 miles from the BCNWR. Acquisition will benefit regional, federally-listed species by:

- Providing population connectivity to sustain and improve genetic diversity, dispersal and colonization;
- Improving population resiliency to ecologically adapt and respond to potential adverse impacts to habitat from wildfire, illegal clearing, oak wilt loss, eminent domain takings, or permitted take;
- Supporting regional listed species' recovery between the existing BCP and the BCNWR;
- Compensating for acreage lost to development within the BCNWR Potential Acquisition Zone;
- Seizing a rare opportunity to protect an unspoiled tract with sufficient size and configuration to qualify as high quality karst preserve⁵ and features likely to contain rare and/or listed invertebrates;
- Protecting aquifer recharge and surface water contributions for Jollyville Plateau Salamanders; and
- Leveraging the potential protection of another 400-500 acres of high-quality BCVI, GCWA and karst invertebrate habitat on the adjacent tract.

Once protected in the BCP system, the site will be managed in perpetuity to the standards of the BCP Land Management Plans, and BCCP Annual Reports for stewardship and research on the site will be submitted to USFWS each year until at least 2026.

Approach and Milestone Schedule

Procedures		2014	2015	2016
1	Receive award notice	X		
2	Obtain updated property appraisal	X	X	
3	Obtain appraisal review	X	X	
4	Execute Interlocal Agreement with TPWD for FY14 grant funds	X	X	
5	Negotiate purchase contract with seller(s)		X	
6	Survey property		X	
7	Conduct environmental site assessment		X	
8	Acquire property		X	
9	Obtain title policy and closing documents		X	
10	Submit annual report summarizing acquisition status		X	
11	Submit final reports and acquisition documents to the USFWS and TPWD within 90 days of closing or upon receipt		X	X

Key Personnel for Grant Implementation

Functional Title	Name	Phone	Email
Project Manager	Melinda Mallia	512 854-4460	Melinda.Mallia@co.travis.tx.us
Real Estate Specialist	Mike Martino	512 854-7646	Mike.Martino@co.travis.tx.us
Assistant County Attorney	Christopher Gilmore	512 854-9415	Christopher.Gilmore@co.travis.tx.us
Grants Accountant	Donna Williams-Jones	512 854-7677	Donna.Williams-Jones@co.travis.tx.us

Additional Contacts for BCCP Administration

Natural Resources Program Manager	Wendy Connally	512 854-7214	Wendy.Connally@co.travis.tx.us
Environmental Specialist	Mike Wallace	512 854-7213	Michael.Wallace@co.travis.tx.us

Location

The Scott and White property is in northwestern Travis County, bounded on the west and north by Nameless Road (FM2243), on the east by County Road 290, and on the south by the Kutscher Ranch (Map in Attachment C).

Estimated Cost

		Federal Share	Non-federal Share	Total
1	Personnel	0	0	0
2	Travel	0	0	0
3	Equipment	0	0	0
4	Supplies	0	0	0
5	Contractual Associated costs, including: appraisal, appraisal review, land plan, title policy, environmental site assessment, etc.	\$39,501	\$64,449	\$103,950
6	Other Land cost	\$1,975,000	\$3,222,450	\$5,197,500
7	Totals	\$2,000,000	\$3,301,450	\$5,301,450
	Percentages	38%	62%	100%

Literature Cited

1. BCP is required by the BCCP to be managed in perpetuity for the benefit and perpetuation of covered species; resiliency is key to long term sustainability of resources and systems on which they depend [Naaem, S. 1998. *Species Redundancy and Ecosystem Reliability*. *Con Bio* 12:1, pages 39-45 (February 1998).]
2. Hauwert, N. 2013. Hydrogeologic Study of Spanish Wells Cave. City of Austin Watershed Protection Department, Austin, Texas. Prepared, sealed and signed by Nico Hauwert, Ph.D., P.G., Texas Professional Geoscientist License #5171 and USFWS Permittee #TE833851-1. .
3. USFWS. 2012. Karst Preserve Design Recommendations (July 28, 2011, Revised March 1, 2012). 25 pages. Accessed 25 November 2013.
http://www.fws.gov/southwest/es/Documents/R2ES/Bexar_RP_Preserve_mod%20revised.pdf
4. USFWS. 2013. Guidelines for the Establishment, Management, and Operations of Golden-cheeked Warbler and Black-capped Vireo Mitigation Lands (June 2013). 33 pages. Accessed 25 November 2013.
http://www.fws.gov/southwest/es/Documents/R2ES/Cons_Bank_Mitigation_Guidance_for_GC_W_and_BCV.pdf
“(USFWS) believes that an effective strategy to conserve these species involves protecting large patches of habitat, ... more resilient to other threats such as wildfires and less total habitat may be required to achieve recovery in a region with large contiguous patches of habitat versus smaller fragmented patches.”
5. BCCP Permit Holders. 2011. Balcones Canyonlands Conservation Plan: Completion Task Group Report. Findings: deficits in Barton Creek, Bull Creek and South Lake Austin macrosites’ acreage; configuration (edge-to-area) issues in North Lake Austin macrosite; 17 unprotected BCCP-named karst features and many of the 45 with some level of protection deemed to be inadequate for ecological sustainability.

Attachment A Biological Assessment, Scott and White Property

Attachment B Willing Seller Letter

Attachment C Map of Proposed Tract for FY14



Attachment A: Biological Assessment of Scott and White Property

Prepared by Travis County, Natural Resources and Environmental Quality Division
Contributing Staff: Bayless, Cord, Fields, Fushille, Laack, Mallia, Simper, Wallace

The Scott and White property proposed for addition to the BCP is approximately 450 acres in northwestern Travis County, bounded on the west and north by Nameless Road (FM2243), on the east by County Road 290, and on the south by the Kutscher Ranch. The site was visited on 10 May 2013, 24 May 2013, 28 May 2013, and 13 June 2013.

Characteristics of the Scott and White property

Based on observations recorded during the avian breeding season, the property is occupied by both Golden-cheeked warblers (GCWA) and Black-capped vireos (BCVI). Upland areas contain substantial Ashe juniper as well as areas of concentrated shin oak growing in shrub form. Other species include live oak, cedar elm, Texas ash and Texas oak. In particular, the north-eastern section of the property contains habitat currently suitable for the Black-capped vireo (see photo), as well as areas which might be made suitable by burning or other vegetative manipulation. This area is where one male Black-capped vireo was observed singing on 28 May 2013 (see Map 1). The vegetation composition and structure in this area (see photo) is very similar to that on nearby BCNWR tracts where breeding BCVI are found (Gainer tract 7.5 km distant, Rodgers tract 8.5 km distant) and the underlying geology is the same (Edwards formation).

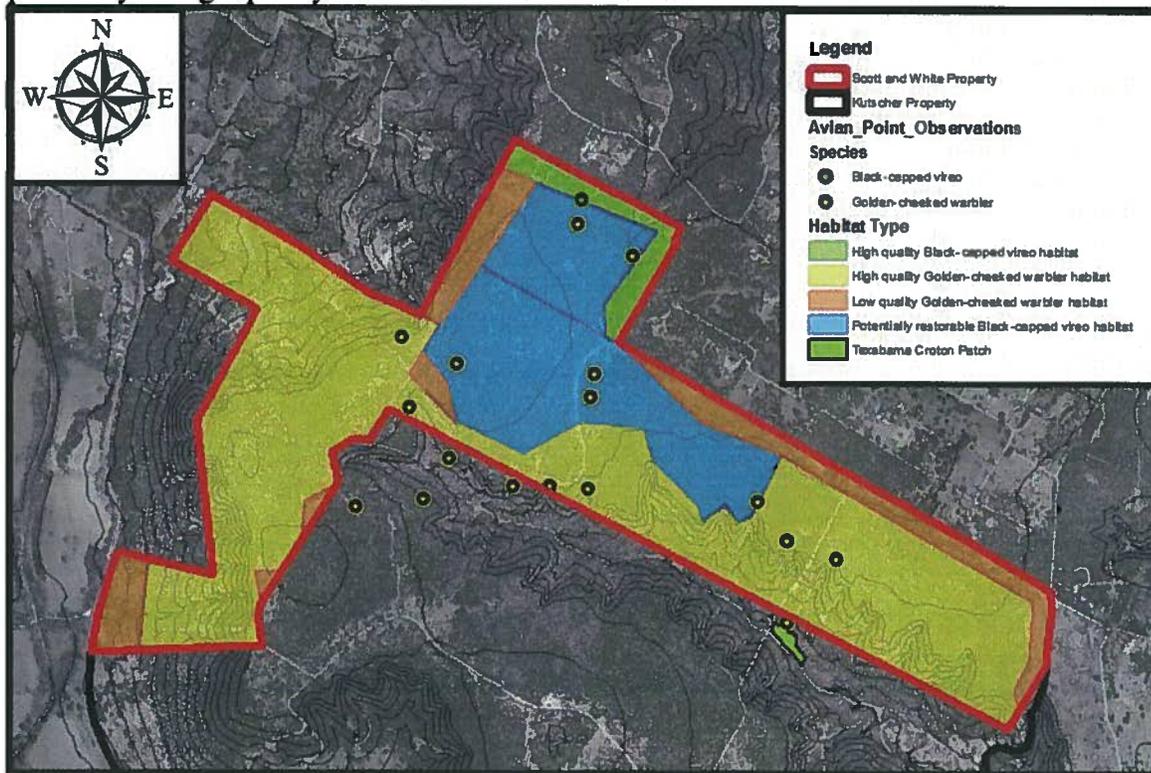


The sloped areas of the property are steep and heavily wooded. The tree canopy is generally taller than that on the upland areas, although the species composition is similar. There is a substantial deciduous component to the tree composition on these slopes, particularly Texas oak. The habitat appears suitable for breeding Golden-cheeked warblers and this was confirmed by detections on both the slopes and areas of tall canopy on the upland areas (see Map 1). Mapped warbler observations are approximate and were based on auditory detections. Warblers were also detected in the southwestern portion of the property near Spanish Wells Cave but were not mapped.

In addition to its direct benefit to endangered songbirds attributable to existing habitat, the property may also provide substantial connectivity between the BCP and BCNWR. Simper (2010) identified potential 'least cost pathways' between existing habitat patches occupied by BCVI on the Refuge and on the Preserve, based on canopy cover, slope and distance. Model-generated pathways originating on the Refuge converge in the vicinity of the Scott and White property before continuing to sites on the Preserve. Another convergence point occurs on the Preserve where paths join before continuing toward the Refuge—the convergence area currently contains the greatest number of BCVI territories extant on the BCP (i.e. the Vireo Ridge colony). Its proximity to a similar convergence point suggests that, based on its location, the Scott and White property may be important to ongoing interchange of dispersing individuals between the two preserve systems.

A rough accounting of habitat types is given in the table (and Map 1). The area was not extensively ground-mapped, so areas of potentially restorable BCVI habitat were delineated based on existing canopy height (LIDAR derived), species composition (landcover classification based on NAIP 2010), and proximity to high quality habitat observed in the field.

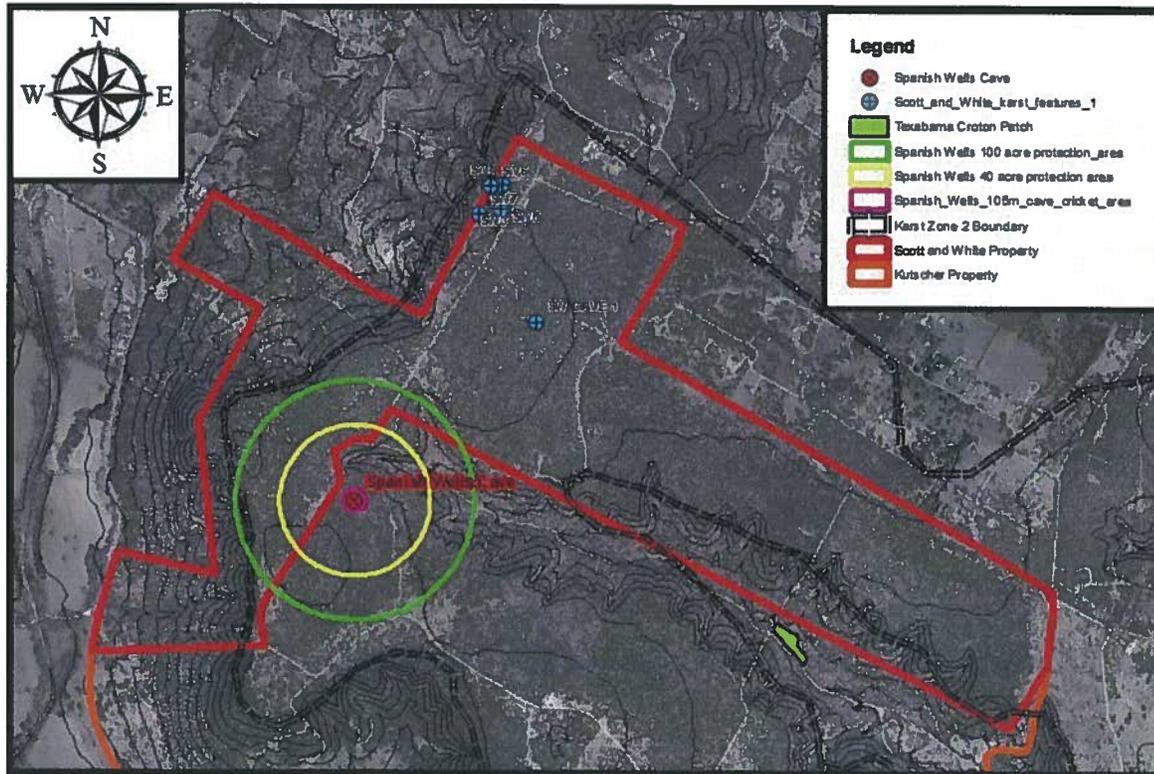
Habitat Type	Approx. Acres
High quality BCVI	16
Potential BCVI	112
High quality GCWA	268
Low quality GCWA	46



Map 1: Avian habitat and detections.

The upland areas are relatively flat and are underlain by the hard gray limestone of the Edwards formation. These areas are classified as Karst Zone 2, which are areas that are likely to contain caves or other karst features and associated species. Brief exploration of a section of these uplands found a number of such previously undocumented features (see Map 2; SW Cave 1, SW1-SW7). Furthermore, areas which would be considered karst preserve minimum areas (40 and 100 acre circular buffers) for Spanish Wells Cave fall within the Scott and White property (the cave opening is outside the Scott and White property).





Map 2: Karst features, relevant buffers around Spanish Wells Cave, and Karst Zone 2 boundary.

Characteristics of the neighboring Kutscher property

Discussions about acquisition of the Scott and White property opened the possibility of acquiring a portion of the neighboring Kutscher property, specifically a small section of the uplands which contains Spanish Wells Cave, one of the caves listed for acquisition in the BCCP permit, as well as some or all of the sloped area and bottomlands containing the intermittent creek, “Bloody Creek,” which runs southeast along the southern border of the Scott and White property.

A full faunal survey of Spanish Wells Cave was conducted on 20 June 2013. Notable species documented included abundant populations of troglobitic amphipods in standing pools of water inside the cave; also documented were several *Sphalloplana* flatworms, a species of concern listed for protection under the BCCP permit. One spring site contributing to Bloody Creek was mapped but a full biological survey was not conducted.

Of additional interest, there is a notable population of the rare plant Texabama croton (*Croton alabamensis* var. *texensis*) growing along a section of Bloody Creek (see Map 1 & 2). A near-monoculture patch approximately 1.5 acres in size was found in the lowland understory along the streambed and banks of the intermittent creek and it is likely that other patches or individual plants are scattered along its length. Texabama croton is also one of the species of concern listed in the BCCP permit.





SCOTT & WHITE
Healthcare

February 19, 2014

Melinda Mallia
Environmental Project Manager
Travis County TNR
P.O. Box 1748
Austin, Texas 78767

Re: HCP Land Acquisition Assistance Program

Dear Ms. Mallia:

Scott & White Memorial Hospital ("Scott & White") is the owner of the 450-acre property located at Nameless Road Just South of Round Mountain Road, Travis County. This letter is to notify you that Scott & White would most likely be a willing seller of this property to Travis County for inclusion in the Balcones Canyonlands Preserve (BCP) if such a sale could be closed in a timeframe acceptable to Scott & White and on terms equivalent to or better than those stated in this letter; however, please understand that as a nonprofit corporation, Scott & White must receive fair market value for its assets, and the governing board of Scott & White will make the final decision as to whether such a sale is in the best interest of Scott & White. Until a binding contract is executed and approved by Scott & White's governing board, this letter is not binding on either Travis County or Scott & White.

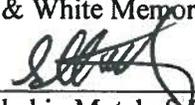
The property's estimated value is \$4,725,000.

Scott & White understands that the County may utilize federal grant funds to purchase tracts within the BCP for the protection of endangered species habitat. Scott & White understands that the terms of the grant program are as follows:

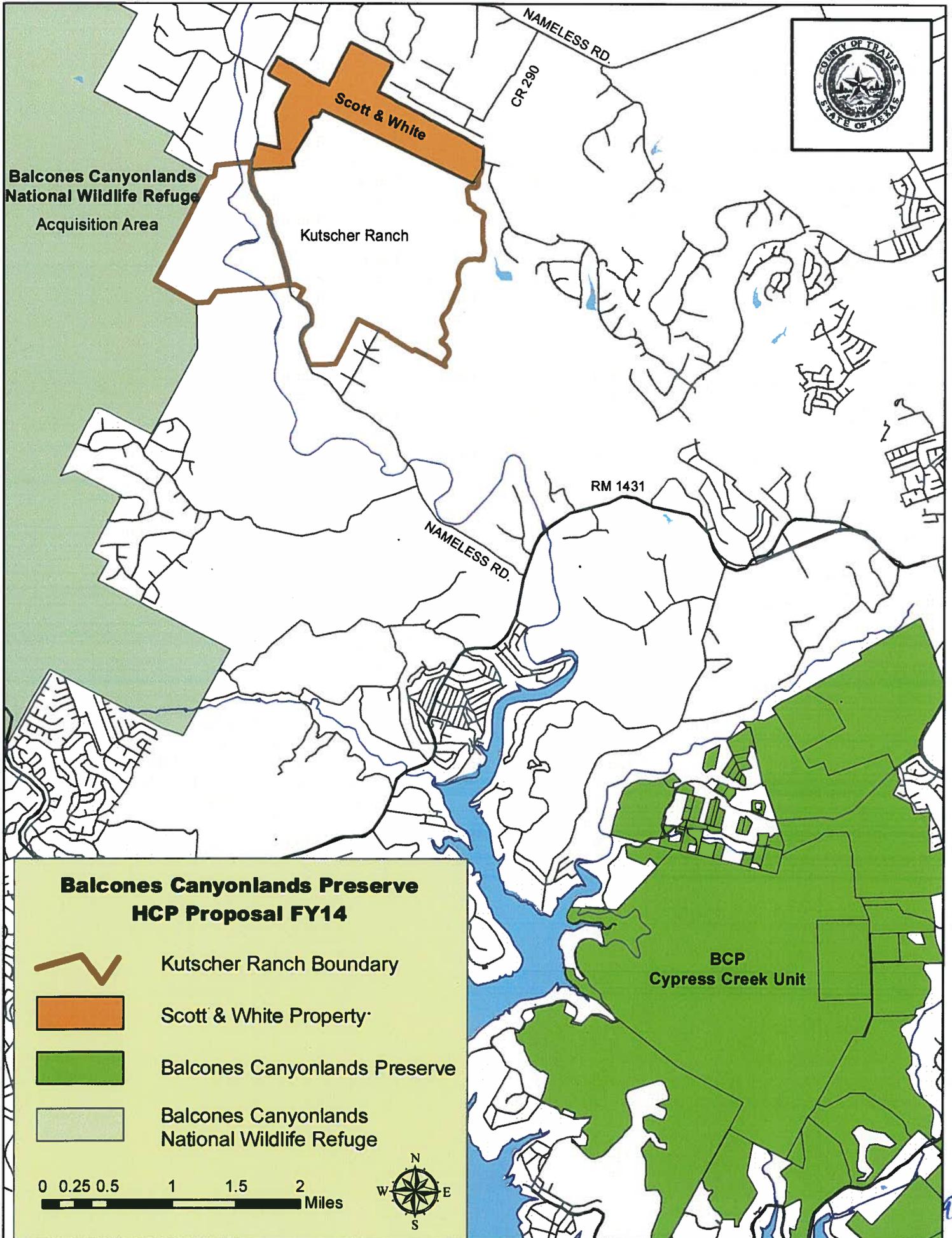
- landowner participation is voluntary
- tracts acquired with federal assistance are approved by the U.S. Fish & Wildlife Service
- an appraisal of the property must be done according to federal acquisition guidelines and state law
- an appraisal review is required
- federal funds will pay no more than 75% of the fair market value, as determined by the appraisal
- the county will pay the remainder

Please contact me at (254) 724-6583 if you have any questions regarding the property or additional information about the grant program.

Sincerely,
Scott & White Memorial Hospital

By: 
Shahin Motakef, President and CEO

Attachment C



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TRAVIS COUNTY FY 14 GRANT SUMMARY SHEET

Contract #: 90CU003907
SAP #: 800334

Check One:	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input type="checkbox"/>	Amendment: <input checked="" type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	Travis County Health and Human Services and Veterans Service	
Contact Person/Title:	John C. Bradshaw/ Contract Specialist	
Phone Number:	512-854-4277	

Grant Title:	Parenting in Recovery II		
Grant Period:	From: Sep 30, 2013	To: Sep 29, 2014	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	U.S. Dept. of Health and Human Services/ Administration for Children and Families		
Will County provide grant funds to a sub-recipient?	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Originating Grantor:			

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 90,245	\$ 78,380	\$ 0	\$ 0	\$ 168,625
Operating:	\$ 528,571	\$ 254,829	\$ 0	\$ 0	\$ 783,400
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Totals:	\$ 618,816	\$ 333,209	\$ 0	\$ 0	\$ 952,025
FTEs:	1.00	1.00	0.00	0.00	2.00

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

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

Performance Measures					
#	Measure	Actual FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
+ - Applicable Departmental Measures					
1.	Number of clients receiving substance treatment services	492	450	450	450
2.	Number of families involved with child welfare completing service plan goals	136	125	125	125
3.	Number of new children entering care	669	624	624	624
+ - Measures for the Grant					
1.	Percentage of children who had an initial occurrence and/or recurrence of substantiated/indicated child maltreatment within 6, 12, 18 and 24 months after enrolling in the RPG program	5%	35%	35%	35%
Outcome Impact Description		Reduces the number of incidences of child maltreatment in our community.			
2.	Percentage of children identified as at risk of removal from the home who are able to remain in the custody of a parent or caregiver through case closure	65%	50%	50%	50%
Outcome Impact Description		Reduces the number of children placed in the foster care system due to parental substance abuse.			
3.	Percentage of parents or caregivers who were able to access timely and appropriate substance abuse treatment as calculated by number of days between program entry and treatment entry (10 days)	88%	80%	80%	80%
Outcome Impact Description		Parents and caregivers with early access to substance dependence treatment are projected to have improved outcomes as it relates to establishing and maintaining sobriety.			

PBO Recommendation:

The Health and Human Services and Veterans Service Department requests Commissioners Court approval to ask permission from the granting agency, the US Department of Health and Human Services, to carryover \$137,816 in grant funding savings from FY 2013 in the Parenting in Recovery Program. The funding will allow the department to continue the substance abuse treatment program for those clients enrolled in the program during FY 2013.

If the carryover request is granted, the match required for FY 2014 will increase by \$74,209 from the original match of \$259,000, to \$333,209. This match will be met using a portion of the General Fund money allocated for substance abuse treatment and recovery support in the ATCIC SAMSO and ATCIC System of Care contracts.

PBO recommends approval of this request.

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

For the past six years, Parenting in Recovery (PIR) has been used to fund services as part of the Family Drug Treatment Court (FDTC) collaboration with the District Attorney's Office, District Court and these primary community partners:

- Department of Family and Protective Services – Child Protective Services
- Austin Recovery
- CASA
- Foundation Communities
- ATCIC
- Private Attorneys
- SafePlace
- Communities in Recovery
- Manos de Cristo
- Lone Star Circle of Care.

The PIR funds help to provide a flexible, comprehensive continuum of services for families involved with the FDTC as a result of methamphetamine or other substance dependence. The primary objective is to keep families together in the community while they receive an individualized set of interventions and supports that promote sustained recovery and independent functioning.

The initial five-year grant ended on 9/29/12. TCHHSVS applied for and received a competitive two-year extension of funding through 9/29/14.

TCHHSVS is requesting through this carryover application to add \$137,816 in unspent FY'13 funds to the \$481,000 already awarded for FY'14. This increases the total grant funds for FY'14 to \$618,816.

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

If the U.S. Dept. of Health and Human Services approves the carryover request, the match required for FY'14 will increase to \$333,209 from the original match of \$259,000. TCHHSVS will meet this increased match through a portion of the General Fund money allocated for substance abuse treatment and recovery support in the ATCIC SAMSO and ATCIC System of Care contracts. The long-term goal of the PIR grant is program sustainability. The role of TCHHSVS in this sustainability is to provide a portion of the substance abuse treatment and recovery support dollars and provide staff expertise as it relates to substance abuse by funding a Substance Abuse Clinical Manager position.

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

TCHHSVS is using \$254,829 of the General Fund service dollars mentioned above as well as \$78,380 of the Substance Abuse Clinical Manager's salary and benefits to provide the \$333,209 match required if the carryover request is approved.

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

TCHHSVS did not include any indirect costs in the budget included with the original application as it was under the impression that Travis County did not have a federally approved indirect cost rate. All of the carryover funding is required to complete treatment for 21 of the participants enrolled in the PIR program. TCHHSVS is aware of the PBO request that all grant applications include an amount for indirect costs unless specifically prohibited by the grantor and will try to comply with this request in future grant applications.

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

No. As mentioned in the response to question 2, the long-term goal of the PIR grant is program sustainability. This program relies heavily on local resources to support substance abuse and recovery supports for sustainability after the grant ends. TCHHSVS staff and grant partners have identified a sustainability plan for the FDTC that was presented to the Commissioner's Court in November 2013. It includes pledged continued match from local agencies and County Departments post grant. Funding from Austin Recovery for FDTC clients that are accepted into the Family House program of Austin Recovery. Utilization of existing HHS/VS funds for recovery supports and a request to allocate additional County funds to the FDTC for substance abuse treatment, recovery supports, and clinical staff.

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

NA

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

The services provided by the PIR grant are in line with other services offered by the Office of Children's Services within TCHHSVS. The relevant departmental performance measures are included in this summary.



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE
502 E. Highland Mall Blvd.
P. O. Box 1748
Austin, Texas 78767**

**Sherri E. Fleming
County Executive
for TCHHSVS
(512) 854-4100
Fax (512) 279-1608**

DATE: February 11, 2014

TO: Members of the Commissioners Court

FROM: *Sherri E. Fleming*
Sherri E. Fleming
County Executive for Travis County Health and Human Services
and Veterans Service

SUBJECT: Carryover Request to the U.S. Department of Health and Human Services for Parenting in Recovery grant

Proposed Motion:

Consider and take appropriate action to approve a carryover request to the U.S Department of Health and Human Services to allow expenditure of FY'13 Parenting in Recovery grant funds in FY'14.

Summary and Staff Recommendations:

Travis County Health and Human Services and Veterans Service (TCHHSVS) serves as the lead agency for a regional partnership (known as the Parenting in Recovery project) that includes Austin Recovery, Foundation Communities, Texas Department of Family and Protective Services, Austin Travis County Integral Care, Travis County Family Drug Treatment Court and Workforce Solutions. The Parenting in Recovery (PIR) project provides a flexible, comprehensive continuum of services for families in the child welfare system as a result of methamphetamine or other substance dependence. The primary objective of the project is to keep families together while the parents receive an individualized set of interventions and supports that promote sustained recovery and independent functioning.

TCHHSVS is requesting to use \$137,816 in unspent FY'13 grant funds to complete treatment and provide recovery supports for 21 families.

TCHHSVS staff recommends approving this request.

Budgetary and Fiscal Impact:

There is \$137,816 left of the \$500,000 in FY'13 grant funds. Grant rules allow grantees to request a carryover of these funds to complete treatment for clients enrolled in FY'13.

Issues and Opportunities:

Children are put at risk when one or both parents have a substance dependence problem. The cost of maintaining an addiction diverts a family's financial resources from providing basic needs such as food, clothing, and housing. Parental substance dependence is a key factor underlying the abuse or neglect experienced by many of the children entering foster care. The PIR project is designed to keep families together by providing treatment and recovery support services.

Background:

The Administration for Children and Families within the U.S. Department of Health and Human Services provides grants for regional partnerships designed to enhance the safety of children who are in an out-of-home placement or are at risk of being put in an out-of-home placement due to a parent's or caretaker's methamphetamine or other substance dependence.

Cc: Jim Lehrman, Acting Director, Office of Children's Services, TCHHSVS
Nicki Riley, Travis County Auditor
Janice Cohoon, Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney, Travis County Attorney's Office
Leslie Browder, County Executive, Planning and Budget Office
Aerin Toussaint, Analyst, Planning and Budget Office
Shannon Pleasant, Purchasing Agent Assistant, Travis County Purchasing Office



**Travis County Health and Human Services & Veterans Service
Office of Children Services**

Children's Partnership ♦ Children F.I.R.S.T. ♦ Healthy Families ♦ TRIAD ♦ CPC ♦ PIR ♦ YFAC

Palm Square Building, 100 North IH 35, Suite 3000, Austin, TX 78701
Phone: (512) 854-9004 Fax: (512) 854-4115

Office of Grants Management

Bernard Morgan

Office on Child Abuse and Neglect, Children's Bureau, ACF, HHS

Jean Blankenship

Office of Grants Management

370 L'Enfant Promenade, S.W.

6th Floor

Washington, D.C. 20447

Re: Carry Over Request for RPG: Parenting in Recovery (PIR) 90CU0039-07-00

Date of Request: February 26th, 2013

Travis County is requesting carry over funds from the sixth¹ award year of the grant to the seventh year of the extension grant award. Parenting in Recovery grant that was originally awarded on 9/29/2007 and concluded on 9/29/2012. The site was awarded a two year extension grant beginning September 30th 2012 and ending on September 29th 2014.

Revised Expiration Date

New End Date for RPG/PIR Extension Grant: September 29th, 2014

Number of Months: 24 months

Supporting Reasons for the Request

PIR is requesting that the unspent funds from year five be approved for use in this carry over request to support these activities that were planned but unmet in year 6: Services dollars to support continued substance abuse treatment and recovery supports for participants enrolled in project years five and six - **\$137,816**. These expenditures support the approved goals and objectives of this grant award, which are: 1) *Provide cross-systems training for child welfare and substance abuse counselors to promote more effective collaboration and treatment planning and increase ability to service families with substance dependency problems and child welfare involvement;* 2) *preclude or decrease the number of out-of-home placements for children of mothers with substance dependency and;* 3) *increase the safety and well-being of children of substance dependent mothers by reducing risks factors and increasing protective factors for child maltreatment.*

By September 29th 2013, the PIR project will have enrolled 140 participants. Of those, 21 are active participants with the project. The average length of stay in the project is 14 months. Each participant receives 90 days of inpatient substance abuse treatment and funding for recovery supports that include: housing/utility allowance; parent and recovery coaching; mental health services; and medical/dental care. The 21 active participants will continue to be eligible for allocated services during the final year of the grant period as they have not completed their enrollment period:

- 3 participants have between 0-3 months of time left with the project starting Sept 30th 2013
- 4 participants have between 4-6 months of time left with the project starting Sept 30th 2013



**Travis County Health and Human Services & Veterans Service
Office of Children Services**

Children's Partnership ♦ Children F.I.R.S.T. ♦ Healthy Families ♦ TRIAD ♦ CPC ♦ PIR ♦ YFAC

Palm Square Building, 100 North IH 35, Suite 3000, Austin, TX 78701
Phone: (512) 854-9004 Fax: (512) 854-4115

- 6 participants have between 7-10 months of time left with the project starting Sept 30th 2013
- 8 participants have between 11-14 months of time left with the project starting Sept 30th 2013

The below are activities that were planned, approved and begun in Year Six of the grant award but cannot be completed by the grant year conclusion of 9/29/13.

Substance Abuse Treatment – 9 participants should complete their treatment by December 31st 2013 incurring \$59,274.00 in treatment costs. This is calculated based on the number of day left in treatment (out of the total 90) times the daily rate of \$178.

Recovery Supports – Each participant is allocated funding for Recovery Supports to be expended based on individual documented need throughout their enrollment period. All 21 participants are eligible to receive and expend recovery supports during year 7 (year 2 of the extension grant). The amount expended by each participant varies and depends on their individualized needs – on average the expenditures range from \$5000 to \$8000 over a 14 month period. During year 7 (year 2 of the extension grant), the projected amount of Recovery Supports to be expended by the participants is \$107,261. This amount is derived by calculating the balance left for each participant by subtracting their year to date expenditures in their Recovery Support allocation from the maximum of \$8,000. The carry over request for \$137,816 will cover a portion of the projected cost to fully serve the participants per the grant design of \$166,535.

Remaining Balance

Travis County has an unexpended carry over balance of \$137,816 from the awarded grant budget. Please see attached budget for a more detailed explanation of the balance.

All SF-269's and Program Progress Reports on file

- Travis County has submitted as required all financial and programmatic reporting documents
- Progress Reports have been submitted as required – twice a year for each grant year.
 - SF269's have been submitted as required and are on file with grantor

ATTACHMENTS:

1. Cover letter signed by Authorizing Official – Judge Biscoe
2. Budget Detail for Carry Over Request
3. Budget Justification Spreadsheet
4. Current SF269 and SF425
5. SF424 and SF424A

ⁱ Travis County was awarded a two year extension grant and considers that year 6 and 7 of the grant award. It may also be referred to as year one and two of the extension grant award.



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE
502 E. Highland Mall Blvd.
P. O. Box 1748
Austin, Texas 78767**

Bernard Morgan
Grants Management Specialist
Jean F. Blankenship
Federal Project Officer
Administration for Children and
Families
Office of Grants Management
370 L'Enfant Promenade, S.W.
6th Floor
Washington, D.C. 20447

Re: Carryover Request for Grant Award Number 90CU0039/07

Dear Mr. Morgan and Ms. Blankenship:

Travis County Health and Human Services is requesting to carry over \$137,816 in funds in order to complete substance abuse treatment and recovery support services for clients enrolled during year six of the grant. These funds will be used to complete activities which were approved but not completed by midnight on 9/29/13. This money will be used in the Contractual line item of the budget. Travis County has submitted the grant match of \$213,356.22 for year six.

SF269, SF424, SF424A, SF425, as well as the spreadsheet and memo included with this letter provide details regarding this request. Thank you.

Samuel T. Biscoe
Travis County Judge

Date _____

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Travis County
 Parenting in Recovery
 Award No.: 90CU0039-07-00
 Carry Over Request for Budget Period 09/30/2013 to 09/29/2014

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#	Participant ID #	Enrollment Date	Time Remaining in 14 Month Program	Substance Abuse Treatment Costs	Wraparound \$ used during Year 6	Wraparound remaining to use in Year 7	SA treatment remaining to use in Year 7	SA treatment + wraparound \$ remaining: End of Year 6
1.	42495480	10.09.12	3 months	Services completed	\$2,953.00	\$5,072.00		\$5,072.00
2.	42497926	10.10.12	3 months	Services completed	6,090.00	1,935.00		1,935.00
3.	42489521	10.12.12	3 months	Services completed	4,921.00	3,104.00		3,104.00
4.	42509437	12.13.12	5 months	Services completed	5,303.00	2,722.00		2,722.00
5.	42555766	12.17.12	5 months	Services completed	4,815.00	3,210.00		3,210.00
6.	42491336	01.15.13	6 months	Services completed	5,628.00	2,397.00		2,397.00
7.	42512441	01.31.13	6 months	Services completed	5,350.00	2,675.00		2,675.00
8.	42644959	02.07.13	7 months	Services completed	7,132.00	893.00		893.00
9.	42633615	02.05.13	7 months	Services completed	5,474.00	2,551.00		2,551.00
10.	42628904	03.07.13	8 months	Services completed	4,261.00	3,764.00		3,764.00
11.	42664176	03.22.13	8 months	Services completed	1,390.00	6,635.00		6,635.00
12.	42672544	04.01.13	9 months	Services completed	4,396.00	3,629.00		3,629.00
13.	42698278	04.02.13	9 months	SA Tx: 30 days x \$178/day = \$5,340	623.00	7,402.00	\$5,340	12,742.00
14.	42767908	07.01.13	12 months	SA Tx: 17 days x \$178/day = \$3,026	542.00	7,483.00	3,026	10,509.00
15.	42792518	07.11.13	12 months	SA Tx: 8 days x \$178/day = \$1,424	533.00	7,492.00	1,424	8,916.00
16.	42790433	07.16.13	13 months	SA Tx: 39 days x \$178/day = \$6,942	312.00	7,713.00	6,942	14,655.00
17.	42646613	07.17.13	12 months	SA Tx: 26 days x \$178/day = \$4,628	285.00	7,740.00	4,628	12,368.00
18.	42825701	08.06.13	13 months	SA Tx: 37 days x \$178/day = \$6,586	95.00	7,930.00	6,586	14,516.00
19.	42835911	08.19.13	13 months	SA Tx: 50 days x \$178/day = \$8,900	57.00	7,968.00	8,900	16,868.00
20.	42838223	08.28.13	13 months	SA Tx: 57 days x \$178/day = \$10,146	1,047.00	6,978.00	10,146	17,124.00
21.	42794981	09.09.13	14 months	SA Tx: 69 days x \$178/day = \$12,282	57.00	7,968.00	12,282	20,250.00
Year 6 wraparound dollars—carry-over to Year 7 based on budget of \$8025 per participant					\$107,261.00		\$59,274.00	
Year 6 substance abuse treatment dollars—carry-over to Year 7 based on 90 days of residential treatment per participant								\$166,535.00
Year 6 wraparound dollars + Year 6 substance abuse residential treatment dollars—carry-over to Year 7								\$137,816.00
Available Carry-Over Funds								\$28,719.00
Balance funded by Grant Site								

Recipient Organization: Travis County Health and Human Services
 Project: Parenting in Recovery
 Grant Award#: 90CU0039-07-00

BUDGET NARRATIVE CORRESPONDING TO SF424A - Section B - Carry Over Request

Carry Over Request Yr. 1 to Yr. 2 of extension grant: The project design of Parenting in Recovery is to (1) provide cross-training of key partners including child welfare and substance abuse counselors, (2) expedite access to extended stays in residential substance abuse treatment, (3) coordinate a collaborative team for developing treatment and discharge planning, (4) provide residential substance abuse treatment for mothers and child(ren), (5) provide assistance in developing stable housing, (6) employment/educational training, (7) child care assistance, and (8) develop wraparound supports and services to families upon discharge from treatment. Outcomes of this project will be a parent's sustained recovery, allowing them to safely parent their child(ren) without the continued intervention of child welfare. Child(ren) will improve their safety, permanency, and well-being. The balance of Year 1 extension funds will be utilized to facilitate the achievement of goals 2, 4 and 8 in Year 2 of the grant extension. The project enrolled 21 women and their children in Year 1 of the grant extension who were unable to complete their substance abuse treatment due to their enrollment date. (The project enrolled these women and their children near the end of Year 1 of the extension. These clients will complete their treatment during Year Yr. 2 of the extension.)

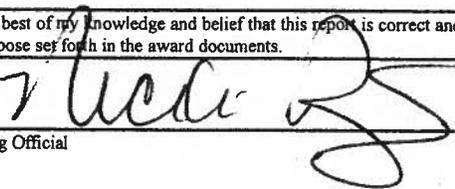
Budget Categories	Estimated Balance	Carryover Request	Approved Unmet Objectives from Year Five of Grant
Personnel	\$5,159.18	\$0.00	
Fringe Benefits	\$3,033.74	\$0.00	
Travel	\$6,221.61	\$0.00	
Equipment	\$0.00	\$0.00	
Supplies	\$2,067.56	\$0.00	
Contractual	\$111,475.21	\$137,816.85	Complete stays in residential substance abuse treatment for mothers and child(ren) and assist with recovery supports.
Construction	\$0.00	\$0.00	
Other	\$9,859.55	\$0.00	
Total	\$137,816.85	\$137,816.85	

Substance Abuse Treatment & Recovery Supports: Carry over dollars will be spent on the 21 participants enrolled in year six (Year 1 of the extension grant) to facilitate the completion of their allocated substance abuse treatment and recovery supports per the grant design. The estimated costs for these services and supports is \$166,535; the available amount of carryover funds is \$137,816. The total amount of the carryover request will be \$137,816. The carryover funds will be spent on substance abuse treatment \$49,614 (\$47,133 Direct Services and \$2,481 MSO Fee), recovery supports \$88,202 (\$83,792 Direct Services and \$4,410 MSO Fee). The MSO Fee is an administrative fee that is set at 5% and calculated based on actual expended funds. The fee covers the management of the network providers utilized under the contract and the billing and payment process.

FINANCIAL STATUS REPORT

(Long Form)

(Follow instructions on the back)

1. Federal Agency and Organizational Element to Which Report is Submitted US HHS-Admin for Children & Families Children's Bureau		2. Federal Grant or Other Identifying Number Assigned By Federal Agency 90CU0039-06-00		OMB Approval No. 0348-0039	Page 1 of 1 Pages
3. Recipient Organization (Name and complete address, including ZIP code) Travis County, 100 North IH 35, Office of Children's Services, Austin, TX 78701					
4. Employer Identification Number 1746000192A5		5. Recipient Account Number or Identifying Number 800264		6. Final Report <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
7. Basis <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual					
8. Funding/Grant Period (See instructions) From: (Month, Day, Year) 9/30/2007		To: (Month, Day, Year) 09/29/2014		9. Period Covered by this Report From: (Month, Day, Year) 09/30/2012 To: (Month, Day, Year) 09/29/2013	
10. Transactions:					
		I Previously Reported	II This Period	III Cumulative	
a. Total outlays		493,219	208,067	701,286	
b. Refunds, rebates, etc.					
c. Program income used in accordance with the deduction alternative					
d. Net outlays (Line a, less the sum of lines b and c)		493,219	208,067	701,286	
Recipient's share of net outlays, consisting of:					
e. Third party (in-kind) contributions					
f. Other Federal awards authorized to be used to match this award					
g. Program income used in accordance with the matching or cost sharing alternative					
h. All other recipient outlays not shown on lines e, f or g		213,795	(439)	213,356	
i. Total recipient share of net outlays (Sum of lines e, f, g and h)		213,795	(439)	213,356	
j. Federal share of net outlays (line d less line i)		279,424	208,506	487,930	
k. Total unliquidated obligations				0	
l. Recipient's share of unliquidated obligations				0	
m. Federal share of unliquidated obligations				0	
n. Total federal share (sum of lines j and m)				487,930	
o. Total federal funds authorized for this funding period				625,747	
p. Unobligated balance of federal funds (Line o minus line n)				137,817	
Program income, consisting of:					
q. Disbursed program income shown on lines c and/or g above					
r. Disbursed program income using the addition alternative					
s. Undisbursed program income					
t. Total program income realized (Sum of lines q, r and s)					
11. Indirect Expense	a. Type of Rate (Place "X" in appropriate box) <input type="checkbox"/> Provisional <input type="checkbox"/> Predetermined <input type="checkbox"/> Final <input type="checkbox"/> Fixed				
	b. Rate	c. Base	d. Total Amount	e. Federal Share	
12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation:					
13. Certification: I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purpose set forth in the award documents.					
Typed or Printed Name and Title Nicki Riley, County Auditor			Telephone (Area code, number and extension) 512-854-9125		
Signature of Authorized Certifying Official 			Date Report Submitted 12/18/2013		

FEDERAL FINANCIAL REPORT

(Follow form instructions)

1. Federal Agency and Organizational Element to Which Report is Submitted U.S. Department of HHS-Administration for Children and Families	2. Federal Grant or Other Identifying Number Assigned by Federal Agency (To report multiple grants, use FFR Attachment) 90CU0039	Page 1	of pages
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3. Recipient Organization (Name and complete address including Zip code)
 Travis County, (PO Box 1748, Austin TX 78747) 100 N IH 35, Austin TX 78701

4a. DUNS Number 030908842	4b. EIN 1746000192A5	5. Recipient Account Number or Identifying Number (To report multiple grants, use FFR Attachment) 800264	6. Report Type <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual <input checked="" type="checkbox"/> Final	7. Basis of Accounting <input checked="" type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual
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8. Project/Grant Period From: (Month, Day, Year) 09/30/2012	To: (Month, Day, Year) 09/29/2013	9. Reporting Period End Date (Month, Day, Year) 9/29/2013
--	--------------------------------------	--

10. Transactions Cumulative

(Use lines a-c for single or multiple grant reporting)

Federal Cash (To report multiple grants, also use FFR Attachment):	
a. Cash Receipts	288,125.36
b. Cash Disbursements	487,930.15
c. Cash on Hand (line a minus b)	-199,804.79

(Use lines d-o for single grant reporting)

Federal Expenditures and Unobligated Balance:	
d. Total Federal funds authorized	625,747.00
e. Federal share of expenditures	487,930.15
f. Federal share of unliquidated obligations	0
g. Total Federal share (sum of lines e and f)	487,930.15
h. Unobligated balance of Federal funds (line d minus g)	137,816.85

Recipient Share:	
i. Total recipient share required	214,286.00
j. Recipient share of expenditures	213,356.22
k. Remaining recipient share to be provided (line i minus j)	929.78

Program Income:	
l. Total Federal program income earned	
m. Program income expended in accordance with the deduction alternative	
n. Program income expended in accordance with the addition alternative	
o. Unexpended program income (line l minus line m or line n)	

	a. Type	b. Rate	c. Period From	Period To	d. Base	e. Amount Charged	f. Federal Share
11. Indirect Expense							
g. Totals:							

12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation:

13. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and intent set forth in the award documents. I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)

a. Typed or Printed Name and Title of Authorized Certifying Official Nicki Riley, County Auditor	c. Telephone (Area code, number and extension) 512-854-9125
b. Signature of Authorized Certifying Official 	d. Email address nicki.riley@co.travis.tx.us
	e. Date Report Submitted (Month, Day, Year) 12/18/2013
14. Agency use only:	

Standard Form 425 - Revised 6/28/2010
 OMB Approval Number: 0348-0061
 Expiration Date: 10/31/2011

Paperwork Burden Statement
 According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is 0348-0061. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0061), Washington, DC 20503.

Application for Federal Assistance SF-424

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input type="checkbox"/> New <input type="checkbox"/> Continuation <input checked="" type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text" value="E: Other (specify)"/> * Other (Specify): <input type="text" value="Carryover Request"/>
---	---	---

* 3. Date Received: <input type="text"/>	4. Applicant Identifier: <input type="text"/>
--	---

5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text" value="90CU0039-07-00"/>
---	---

State Use Only:

6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>
--	--

8. APPLICANT INFORMATION:

*** a. Legal Name:**

* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="1746000192"/>	* c. Organizational DUNS: <input type="text" value="0309088420000"/>
---	--

d. Address:

*** Street1:**
Street2:
*** City:**
County/Parish:
*** State:**
Province:
*** Country:**
*** Zip / Postal Code:**

e. Organizational Unit:

Department Name: <input type="text" value="Office of Children's Services"/>	Division Name: <input type="text" value="Travis County Health and Human"/>
---	--

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: *** First Name:**
Middle Name:
*** Last Name:**
Suffix:

Title:

Organizational Affiliation:

*** Telephone Number:** **Fax Number:**

*** Email:**

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Administration for Children and Families

11. Catalog of Federal Domestic Assistance Number:

93.087

CFDA Title:

Enhance the Safety of Children Affected by Parental Methamphetamine or Other Substance Abuse

*** 12. Funding Opportunity Number:**

HHS-2012-ACF-ACYF-CU-0550

* Title:

Two Year Extension -- Regional Partnership Grants to Increase the Well-Being of, and to Improve the Permanency Outcomes for, Children Affected by Substance Abuse

13. Competition Identification Number:

HHS-2012-ACF-ACYF-CU-0550

Title:

NA

14. Areas Affected by Project (Cities, Counties, States, etc.):

PIRII Maps.jpg

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Targeted Grants: Methamphetamine and Other Substance Abuse

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="137,816.00"/>
* b. Applicant	<input type="text" value="74,209.00"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="212,025.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- Yes
- No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

BUDGET INFORMATION - Non-Construction Programs

OMB Approval No. 0348-0044

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		Total (g)
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	
1.		\$	\$	\$	\$	\$ 0.00
2. Enhance the Safety	93.087			137,816.00	74,209.00	212,025.00
3.						0.00
4.						0.00
5. Totals		\$ 0.00	\$ 0.00	\$ 137,816.00	\$ 74,209.00	\$ 212,025.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY					Total (5)
	(1)	(2)	(3)	(4)	(5)	
a. Personnel	\$	\$	\$	\$	\$	0.00
b. Fringe Benefits						0.00
c. Travel						0.00
d. Equipment						0.00
e. Supplies						0.00
f. Contractual			137,816.00			137,816.00
g. Construction						0.00
h. Other						0.00
i. Total Direct Charges (sum of 6a-6h)			137,816.00	0.00		137,816.00
j. Indirect Charges						0.00
k. TOTALS (sum of 6i and 6j)	\$	\$	137,816.00	0.00	\$	\$ 137,816.00
7. Program Income	\$	\$				\$

Authorized for Local Reproduction

SECTION C - NON-FEDERAL RESOURCES

	(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8.		\$ 74,209.00	\$	\$	\$ 74,209.00
9.					0.00
10.					0.00
11.					
12. TOTAL (sum of lines 8-11)		\$	\$	\$ 0\$	0

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 137,816.00	\$ 34,454.00	\$ 34,454.00	\$ 34,454.00	\$ 34,454.00
14. Non-Federal	74,209.00	18,552.00	18,552.00	18,552.00	18,553.00
15. TOTAL (sum of lines 13 and 14)	\$ 212,025.00	\$ 53,006.00	\$ 53,006.00	\$ 53,006.00	\$ 53,007.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

	(a) Grant Program	FUTURE FUNDING PERIODS (Years)			
		(b) First	(c) Second	(d) Third	(e) Fourth
16.	\$	\$	\$	\$	\$
17.					
18.					
19.					
20. TOTAL (sum of lines 16-19)	\$	0.00	\$ 0.00	\$ 0.00	\$ 0.00

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges:	22. Indirect Charges:
23. Remarks:	



Travis County Commissioners Court Agenda Request

Meeting Date: 3/4/14

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

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

Commissioners Court Sponsor: Judge Samuel T. Biscoe

A handwritten signature in blue ink, appearing to be "JB", is written to the right of the contact information.

AGENDA LANGUAGE:

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

Proposed routine personnel amendments.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 5.

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

STAFF RECOMMENDATIONS:

N/A

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

REQUIRED AUTHORIZATIONS:

Todd Osburn, Human Resources Management Department, 854-2744

Debbie Maynor, Human Resources Management Department, 854-9170

Leslie Browder, Planning and Budget Office, 854-9106

A handwritten signature in blue ink, appearing to be "DM", is written to the right of the authorization list.

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

March 4, 2014

ITEM # :

DATE: February 21, 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.

Routine Personnel Actions – Pages 2 – 5.

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

LB/DM/TLO

Attachments

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

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	Position / Position Title / Employee Group / Grade / Level / Salary/Rate Amt	New Personnel Area	Position / Position Title / Employee Group / Grade / Level / Salary/Rate Amt
New Hire	New Hire	02/03/2014	N/A	N/A	1400 - Information Technology Service	NEW 3000385 / Systems Engineer I / 1 - Regular / 01 Full Time Exempt / GRD23 / 00 / \$61,000.00
New Hire	New Hire	02/18/2014	N/A	N/A	3100 - County Attorney	30000724 / Attorney I / 1 - Regular / 01 - Full Time Exempt / GRD22 / 00 / \$55,578.85
New Hire	New Hire	02/18/2014	N/A	N/A	3100 - County Attorney	30000882 / Office Specialist / 1 - Regular / 02 - Full Time Non-Exempt / GRD12 / 00 / \$34,621.60
New Hire	New Hire	02/18/2014	N/A	N/A	3100 - County Attorney	30000820 / Law Clerk I / 1 - Regular / 04 - Part Time Non- Exempt / GRD15 / 00 / \$17,304.25
New Hire	New Hire	02/18/2014	N/A	N/A	3200 - District Clerk	30051605 / Court Clerk I / 1 - Regular / 02 - Full Time Non- Exempt / GRD13 / 00 / \$30,238.83
New Hire	New Hire	01/30/2014	N/A	N/A	3415 - Justice of the Peace Pct 4	30050403 / Court Clerk I / 2 - Temporary / 05 - Hourly - Retmt / GRD13 / 00 / \$14.54
New Hire	New Hire	02/12/2014	N/A	N/A	3415 - Justice of the Peace Pct 4	30001699 / Court Clerk I / 1 - Regular / 02 - Full Time Non- Exempt / GRD13 / 00 / \$31,158.40
New Hire	New Hire	03/03/2014	N/A	N/A	3500 - Sheriff	30002510 / Cadet / 1 - Regular / 02 - Full Time Non- Exempt / GRD80 / 01 / \$38,919.50

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Created 02-28-14 at 9:54 am

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
New Hire	New Hire	02/11/2014	N/A	N/A	3650 - Juvenile Probation	30004241 / Juvenile Detention Office / 1 - Regular / 02 - Full Time Non- Exempt / GRD13 / 00 / \$32,052.80
Re-Hire	Re-Hire	02/10/2014	N/A	N/A	1700 - Transportation and Nat Rsrc	30050453 / Park Maintenance Worker / 1 - Regular / 02 - Full Time Non- Exempt / GRD09 / 00 / \$25,812.80
Re-Hire	Re-Hire	01/13/2014	N/A	N/A	3150 - County Clerk	30006103 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$12.00
Re-Hire	Re-Hire	02/05/2014	N/A	N/A	3460 - Constable Pct 3	30001788 / Court Clerk I / 2 - Temporary / 06 - Hourly - No Bnf / GRD13 / 00 / \$19.59
Mobility	Career Ladder	02/16/2014	3650 - Juvenile Probation	30004175 / Juvenile Detention Officer I / 1 - Regular / 02 - Full Time Non- Exempt / GRD13 / 00 / \$32,093.15	3650 - Juvenile Probation	30004175 / Juvenile Detention Officer II / 1 - Regular / 02 - Full Time Non- Exempt / GRD14 / 00 / \$33,697.81
Mobility	Career Ladder	02/16/2014	3650 - Juvenile Probation	30005620 / Juvenile Probation Officer II / 1 - Regular / 02 - Full Time Non- Exempt / GRD16 / 00 / \$39,291.62	3650 - Juvenile Probation	30005620 / Juvenile Probation Officer III / 1 - Regular / 02 - Full Time Non- Exempt / GRD17 / 00 / \$41,256.20
Mobility	Interdpt Change	02/24/2014	3500 - Sheriff	30002573 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26	1700 - Transportation and Nat Rsrc	30051758 / Park Ranger / 1 - Regular / 02 - Full Time Non- Exempt / GRD60 / 01 / \$49,686.62

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Mobility	Interdpt Change	02/12/2014	3050 - Tax Collector	30005852 / Administrative Asst I / 2 - Temporary / 05 - Hourly - Retmt / GRD13 / 00 / \$14.54	3150 - County Clerk	30006435 / Elections Operations Clerk II 9 / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$12.00
Mobility	Interdpt Change	02/19/2014	3150 - County Clerk	30001051 / Office Asst / 2 - Temporary / 05 - Hourly - Retmt / GRD10 / 00 / \$11.87	3405 - Justice of the Peace Pct 2	30001646 / Court Clerk I / 1 - Regular / 02 - Full Time Non- Exempt / GRD13 / 00 / \$30,739.00
Mobility	Promotion	02/16/2014	1400 - Information Technology Service	30000410 / Systems Engineer II / 1 - Regular / 01 - Full Time Exempt / GRD25 / 00 / \$73,326.63	1400 - Information Technology Service	30000406 / Systems Engineer III / 1 - Regular / 01 - Full Time Exempt / GRD27 / 00 / \$78,000.00
Mobility	Promotion	02/18/2014	1700 - Transportation and Nat Rsrc	30004977 / Road Maintenance Worker / 1 - Regular / 02 - Full Time Non- Exempt / GRD10 / 00 / \$30,234.88	1700 - Transportation and Nat Rsrc	30004985 / Equipment Operator / 1 - Regular / 02 - Full Time Non-Exempt / GRD12 / 00 / \$34,621.60
Mobility	Promotion	02/03/2014	3150 - County Clerk	30006253 / Elections Operations Clerk III / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$14.00	3150 - County Clerk	30006053 / Elections Operations Clerk IV / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$16.00
Mobility	Promotion	02/01/2014	3200 - District Clerk	30001093 / Court Clerk I / 1 - Regular / 02 - Full Time Non- Exempt / GRD13 / 00 / \$32,136.00	3200 - District Clerk	30001115 / Records Analyst Assoc / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$34,608.50
Mobility	Promotion	02/01/2014	3200 - District Clerk	30001079 / Court Clerk II / 1 - Regular / 02 - Full Time Non- Exempt / GRD15 / 00 / \$44,512.18	3200 - District Clerk	30001090 / Court Clerk II Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$44,512.18
Mobility	Promotion	02/01/2014	3300 - District Attorney	30001425 / Office Specialist / 1 - Regular / 02 - Full Time Non-Exempt / GRD12 / 00 / \$29,099.20	3300 - District Attorney	30001283 / Court Clerk I / 1 - Regular / 02 - Full Time Non- Exempt / GRD13 / 00 / \$30,554.16

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Mobility	Promotion	02/10/2014	3500 - Sheriff	30003036 / Risk Safety Specialist I / 1 - Regular / 01 Full Time Exempt / GRD18 / 00 / \$54,566.97	3500 - Sheriff	30003034 / Risk Safety Specialist II / 1 - Regular / 01 - Full Time Exempt / GRD20 / 00 / \$60,663.62
Mobility	Temporary to Regular	02/16/2014	3650 - Juvenile Probation	30004187 / Juvenile Detention Officer Asst / 2 - Temporary / 05 - Hourly - Retmt / GRD12 / 00 / \$13.59	3650 - Juvenile Probation	30004174 / Juvenile Detention Officer I / 1 - Regular / 02 - Full Time Non- Exempt / GRD13 / 00 / \$32,052.80
Mobility	Voluntary Reassignment	02/01/2014	3200 - District Clerk	30001090 / Court Clerk II Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$41,282.01	3200 - District Clerk	30001079 / Court Clerk II / 1 - Regular / 02 - Full Time Non- Exempt / GRD15 / 00 / \$41,282.01

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Bruce Todd, Commissioner, Pct. 2

Gerald Daugherty, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4



Travis County Commissioners Court Agenda Request

Meeting Date: March 4, 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 \$1,233,909.99 for the period of February 14 to February 20, 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 \$1,233,909.99.

ISSUES AND OPPORTUNITIES:

See attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (8956) – \$1,233,909.99

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: March 4, 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: February 14, 2013 to February 20, 2014

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$1,233,909.99

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 \$1,233,909.99.

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
FEBRUARY 14, 2014 TO FEBRUARY 20, 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: March 4, 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: February 14, 2014
 TO: February 20, 2014

REIMBURSEMENT REQUESTED: \$ 1,233,909.99

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,849,474.67
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: Feb 25, 2014	\$ (611,759.43)
SAP corr	\$ (3,475.00)
Misc Adj	\$ (330.25)
TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 1,233,909.99
TRANSFER OF FUNDS REQUESTED:	\$ 1,233,909.99

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

All claims over \$25,000 (4 this week totaling \$133,153.83) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.

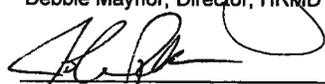
Fifteen percent (15%) of all claims under \$25,000 (\$169,496.32) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount paid by UHC. Claims in this random audit met the above requirements but may qualify for more detailed analysis through other resources.

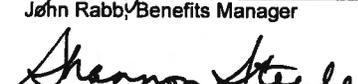
All claims have been reviewed to determine if they have exceeded the \$275,000 stop loss limit. Claims that have exceeded the limit will be reimbursed by Sun Life; claims expenses are credited in the fiscal year reimbursed. Cumulative fiscal year stop loss reimbursements from Sun Life total \$302,917.85.

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.

 2.21.2014
 Debbie Maynor, Director, HRMD Date

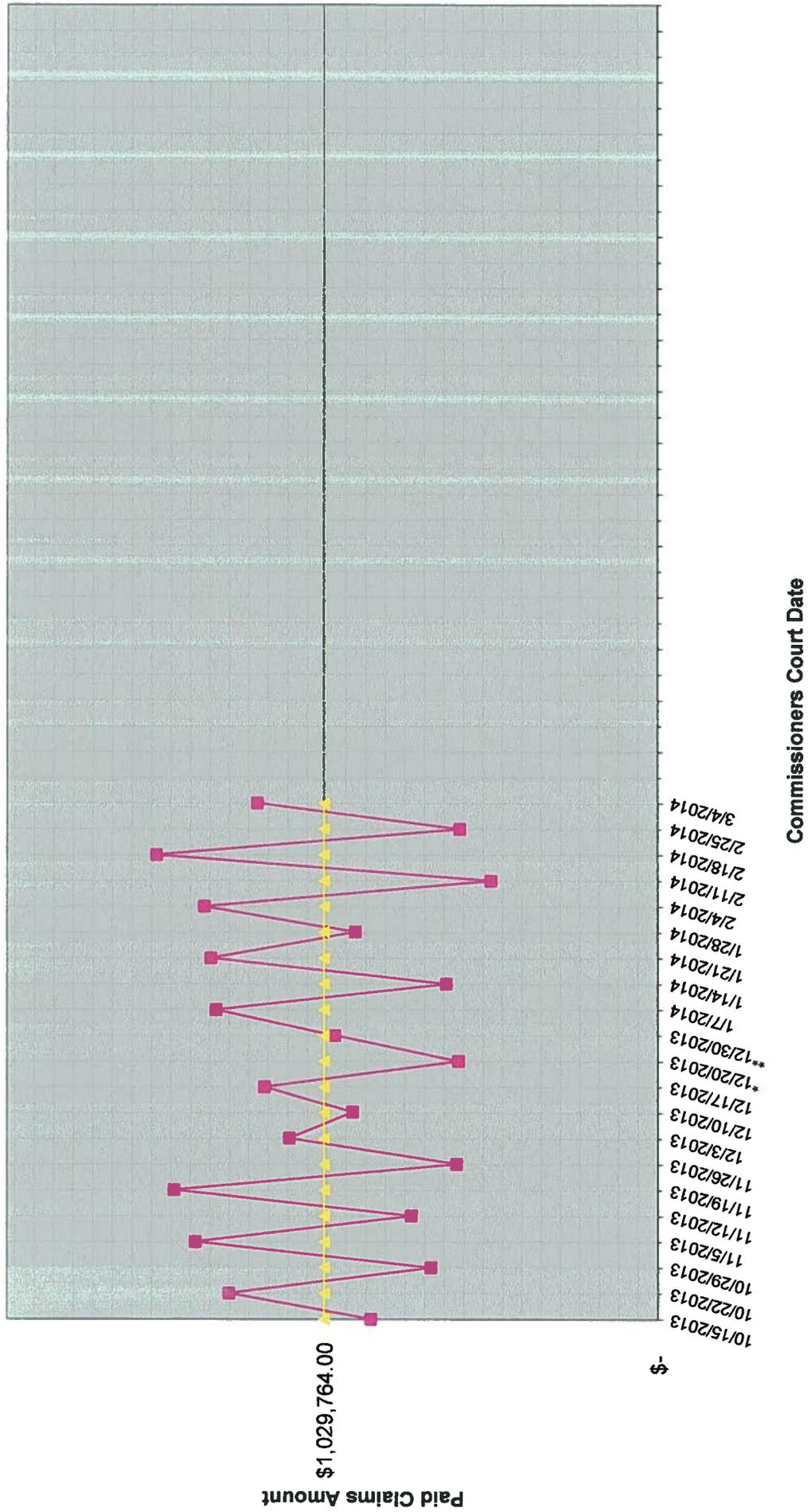
 2/21/14
 John Rabb, Benefits Manager Date

 2/21/14
 Shannon Steele, Benefits Administrator Date

 2/21/14
 Norman McRee, Financial Analyst Date

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

Travis County Employee Benefit Plan 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**

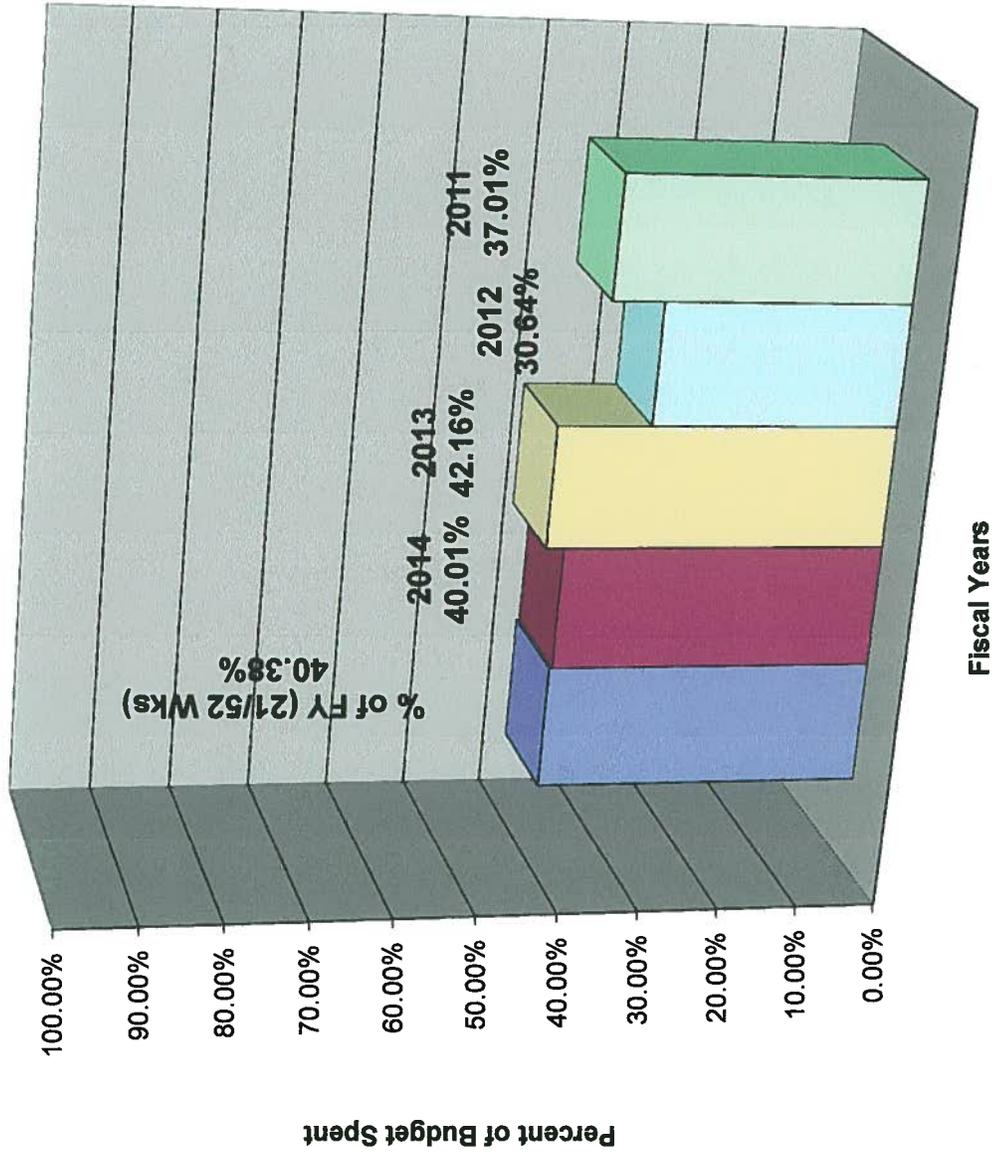
Wk	Period from	Period To	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims	FY 2014 % of Budget Spent	FY 2013 % of Budget Spent
1	9/27/2013	10/3/2013	10/15/2013	\$ 885,221.27	\$ 1,029,764.52	5	\$ 195,295.06	1.65%	1.68%
2	10/4/2013	10/10/2013	10/22/2013	\$ 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%
15	1/3/2014	1/9/2014	1/21/2014	\$ 1,376,963.18	\$ 1,029,764.52	4	\$ 155,466.04	28.37%	30.39%
16	1/10/2014	1/16/2014	1/28/2014	\$ 932,402.70	\$ 1,029,764.52	5	\$ 310,357.04	30.11%	31.62%
17	1/17/2014	1/23/2014	2/4/2014	\$ 1,396,783.17	\$ 1,029,764.52	2	\$ 80,497.62	32.72%	34.58%
18	1/24/2014	1/30/2014	2/11/2014	\$ 515,683.34	\$ 1,029,764.52	2	\$ 130,646.43	33.68%	35.73%
19	1/31/2014	2/6/2014	2/18/2014	\$ 1,545,248.14	\$ 1,029,764.52	4	\$ 214,487.53	36.57%	38.08%
20	2/7/2014	2/13/2014	2/25/2014	\$ 611,759.43	\$ 1,029,764.52	0	\$ -	37.71%	39.28%
21	2/14/2014	2/20/2014	3/4/2014	\$ 1,233,909.99	\$ 1,029,764.52	4	\$ 133,153.83	40.01%	42.16%
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Claims (net) & Budget to Date	\$ 21,425,493.68	\$ 21,625,054.90	stop loss \$ (302,917.85)
Gross Paid Claims over (under) Original Budget	\$ (199,561.22)		

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 21



Created 02-28-14 at 9:44 am

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



Secured Message

From: SIFSFX@UHC.COM
To: NORMAN.MCREE@CO.TRAVIS.TX.US
Date: February 21, 2014 6:15:08 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: 2014-02-21 REQUEST AMOUNT: \$1,849,474.67

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: 2014-02-20	\$1,541,946.64
- REQUIRED BALANCE TO BE MAINTAINED:	\$2,668,041.00
+ PRIOR DAY REQUEST:	\$00.00
= UNDER DEPOSIT:	<u>\$1,126,094.36</u>
+ CURRENT DAY NET CHARGE:	\$723,380.31
+ ISSUED CREDIT AMOUNT:	\$00.00
+ FUNDING ADJUSTMENTS:	\$00.00
	<u>REQUEST AMOUNT: \$1,849,474.67</u>

ACTIVITY FOR WORK DAY: 2014-02-17

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$47,315.99	\$262.50	\$47,578.49
5972	\$00.00	\$14,527.50	\$14,527.50
TOTAL:	\$47,315.99	\$14,790.00	\$62,105.99

ACTIVITY FOR WORK DAY: 2014-02-18

5

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2014_02_20

CONTR_NBR	PLN_ID	TRANS_AMT	SRS_DESG_NBR	CHK_NBR	GRP_ID	CLM_ACCT_NBR	ISS_DT	TRANS_TYP_CD	TRANS_DT	WK_END_DT
701254	632	(307.60) A1		4126086 AA			6	200	2/21/2014	2/20/2014
701254	632	(317.82) A1		4096502 AH			5	200	2/21/2014	2/20/2014
701254	632	(339.32) A1		4065380 AH			6	200	2/21/2014	2/20/2014
701254	632	(345.81) A1		4072397 AA			6	200	2/21/2014	2/20/2014
701254	632	(354.57) QG		11980284 AH			6	50	2/18/2014	2/20/2014
701254	632	(359.29) A1		4089510 AE			6	200	2/21/2014	2/20/2014
701254	632	(432.60) A1		4071835 AH			3	200	2/21/2014	2/20/2014
701254	632	(458.35) A1		4089771 AH			18	200	2/21/2014	2/20/2014
701254	632	(460.91) A1		4116192 AE			7	200	2/21/2014	2/20/2014
701254	632	(507.27) A1		4097209 AH			1	200	2/21/2014	2/20/2014
701254	632	(644.04) A1		4036037 AA			1	200	2/21/2014	2/20/2014
701254	632	(664.04) A1		4022408 AE			5	200	2/21/2014	2/20/2014
701254	632	(836.71) QG		92684761 AH			9	50	2/18/2014	2/20/2014
701254	632	(1,090.42) A1		4089401 AA			11	200	2/21/2014	2/20/2014
701254	632	(1,104.70) A1		4073170 AH			1	200	2/21/2014	2/20/2014
701254	632	(2,567.96) A1		4123559 AH			9	200	2/21/2014	2/20/2014
701254	632	(3,002.50) A1		4071927 AH			1	200	2/21/2014	2/20/2014
701254	632	(4,422.94) A1		4071904 AH			7	200	2/21/2014	2/20/2014
701254	632	(4,990.08) PH		75295959 AH			6	50	2/19/2014	2/20/2014
701254	632	(62,741.12) QG		92684761 AH			9	50	2/19/2014	2/20/2014

\$ 1,233,909.99

6

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

For the payment week ending: 02/20/2014

<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

7

Travis County - Employee Health Benefits Fund (8956)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 02/20/2014

Type	EE/RR	Cost Center	G/L Account	Transaction Amount
CEPO	EE	1110068956	516010	\$ 181,522.32
	RR	1110068956	516110	\$ 37,857.83
			Total CEPO	\$ 219,380.15
EPO	EE	1110068956	516030	\$ 251,581.83
	RR	1110068956	516130	\$ 54,381.80
			Total EPO	\$ 305,963.63
PPO	EE	1110068956	516020	\$ 632,432.39
	RR	1110068956	516120	\$ 76,133.82
			Total PPO	\$ 708,566.21
			Grand Total	\$ 1,233,909.99



Travis County Commissioners Court Agenda Request

Meeting Date: March 4, 2014

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

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

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

Sponsoring Court Members: County Judge Samuel T. Biscoe

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

AGENDA LANGUAGE:

Consider and take appropriate action on request from the Community Advancement Network (CAN) to use 700 Lavaca Building Conference and Meeting Rooms for the CAN Board of Directors and CAN Community Council meetings in 2014.

BACKGROUND/SUMMARY OF REQUEST:

The 700 Lavaca Building has eight conference and meeting room (C&MR) spaces that are available for use, excluding the Commissioners Courtroom. At the current time, these spaces may be reserved for use by County departments or 700 Lavaca tenants (Room 1.108 only) by contacting the building property management company, Sentinel Lavaca Management Corporation (Sentinel). There are no fees associated with use of these C&MR spaces for official County functions or by tenants during normal business hours. These C&MR spaces are reserved on a first-come, first-served basis. The Commissioners Courtroom is not included as a space available for use by County departments or tenants, unless specifically authorized by the Commissioners Court. The multi-function spaces at the first floor could be made available for use by public groups when not required by County departments.

Attachment One is a request from CAN to use meeting space at 700 Lavaca for three Board of Directors meetings and five CAN Community Council meetings. Sentinel advises that the dates requested for the Board of Directors meetings are not available since the multi-function spaces are already reserved on the requested dates by a County department. Ms. Vanessa Sarria, CAN Executive Director has been notified that the multi-function rooms are not available for the Board of Directors meetings on the three dates requested. However, the multi-function rooms are available on the requested dates for the CAN Community Council meetings. These

meetings occur in the evening from 5:30 to 7:30 pm, with attendance expected to include 28 Council members and approximately 22 guests and/or meeting observers. Dates requested for these evening meetings are:

June 16, 2014

July 21, 2014

August 18, 2014

September 15, 2014

November 17, 2014

Currently the 700 Lavaca Building closes at 6:00 pm. Events that occur after 6:00 pm would result in costs to the County for support to these meetings after the building closes. Electricity and custodial costs are estimated at \$25 per hour while air conditioning and heating is estimated at \$35 per hour. The evening CAN Community Council meetings would therefore result in costs for one and a half hours past closing of the building, or \$37.50 for electricity and custodial plus \$52.50 for air conditioning and heating, for a total of \$87.50. Limited parking for non-County sponsored events is available at the attached 700 Lavaca parking garage at \$4.50 per hour.

The CAN Community Council meetings also have specific media support requirements. Al Jackson, Media Operations Manager with Travis County Media Services has indicated that his section could provide the necessary support for these evening meetings by shifting the work hours of two of his staff members. This can initially be provided at no cost, but shifting these resources to cover evening meetings would impact the support that Media Services provides for County departments in the mornings on these dates. Al Jackson advises that at some point if the number of evening meetings approved by the Commissioners Court expands, it may be necessary to add part time Media Services staff members to provide coverage for these meetings. Mr. Jackson estimates this cost would be about \$160 for each evening meeting.

STAFF RECOMMENDATIONS:

Facilities Management Department recommends the Commissioners Court provide direction on approval of this requested use of 700 Lavaca space for CAN Community Council meetings.

ISSUES AND OPPORTUNITIES:

There are many public groups that could make effective use of the 700 Lavaca Building Conference and Meeting Rooms when these spaces are not

required for County use. The CAN appears to be compatible and an appropriate organization to be allowed use of these resources.

FISCAL IMPACT AND SOURCE OF FUNDING:

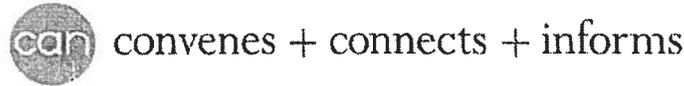
See discussion above.

ATTACHMENTS/EXHIBITS:

1. CAN letter, January 21, 2014

REQUIRED AUTHORIZATIONS:

N/A



January 21, 2014

CAN Partners

- Austin Chamber of Commerce
- Austin Community College
- Austin Independent School District
- Austin Travis County Integral Care
- Capital City African American Chamber of Commerce
- Capital Metro
- Central Health
- City of Austin
- City of Pflugerville
- Community Justice Council
- Del Valle Independent School District
- Goodwill Industries of Central Texas
- Greater Austin Asian Chamber of Commerce
- Greater Austin Hispanic Chamber of Commerce
- Huston-Tillotson University
- Interfaith Action Central Texas (IACT)
- Manor Independent School District
- One Voice Central Texas
- Seton Healthcare Family
- St. David's Foundation
- St. Edward's University
- Travis County
- United Way for Greater Austin
- University of Texas at Austin
- Workforce Solutions – Capital Area

Travis County Commissioners Court
 Travis County Administration Building
 700 Lavaca St.
 1st Floor
 Austin, TX 78701

Dear Travis County Commissioners,

On behalf of the Community Advancement Network (formerly Community Action Network), I would like to request use of meeting space at the Travis County facility at 700 Lavaca for the CAN Board of Directors in 2014. If possible, we would also like to secure a meeting space for the CAN Community Council. CAN has traditionally met at City Hall, however there will be significant construction and renovations taking place at City Hall in 2014 to make space for new council members who will be voted in as part of the 10-1 council restructuring.

The CAN Board of Directors is comprised of 29 members. Meetings are the 2nd Friday of each month from 1 to 3 pm. The exact dates for which we are requesting in 2014 are as follows:

- July 11
- Aug 8
- Sept 12

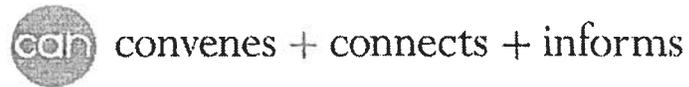
The CAN Community Council is comprised of 28 members. The Council meets the 3rd Monday of every month from 5:30 to 7:30 pm. The exact meeting dates for which we are requesting space in 2014 are:

- June 16
- July 21
- Aug. 18
- Sept. 15
- Nov. 17

CAN is requesting a room comparable in size to the Board and Commissions Room in City Hall where CAN has traditionally met. The meeting space needs to be large enough to accommodate tables and chairs set up in a rectangle that can accommodate the 29 CAN Board or Community Council members. Furthermore, we will need approximately 20 chairs on the side to accommodate guest speakers and/or meeting observers. We would like to be able to serve water and snacks if possible.

Furthermore, we are requesting audio/visual (AV) support similar to what we currently get at the City's Board and Commissions Room. We will need a technical support person that can assist with loading presentations. If possible we would like audio/video recordings of meetings that are stored on-line for





documentation and sharing purposes. We do understand that audio recordings may be available; however video recordings may not be available until March or April of 2014. Currently CAN meetings are stored by the City of Austin on-line for up to one year at <http://www.austintexas.gov/department/channel-6>. If possible, we would like a similar arrangement.

Finally, we are requesting free parking for all CAN Board and Community Council members, CAN staff, guest speakers, and other meeting guests or observers.

We thank you for your consideration.

Sincerely,

Vanessa Sarria,
CAN Executive Director
caction.org
(512) 470-7316





Travis County Commissioners Court Agenda Request

Meeting Date: March 4, 2014

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

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

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

Sponsoring Court Members: County Judge Samuel T. Biscoe

Handwritten signature of Roger El Khoury in black ink, with the initials "R.E.K." written below it.

AGENDA LANGUAGE:

Consider and take appropriate action on request from the Sustainable Food Policy Board to use 700 Lavaca Building Conference and Meeting Rooms for the Executive Committee meetings and Board meetings in 2014.

BACKGROUND/SUMMARY OF REQUEST:

The 700 Lavaca Building has eight conference and meeting room (C&MR) spaces that are available for use, excluding the Commissioners Courtroom. At the current time, these spaces may be reserved for use by County departments or 700 Lavaca tenants (Room 1.108 only) by contacting the building property management company, Sentinel Lavaca Management Corporation (Sentinel). There are no fees associated with use of these C&MR spaces for official County functions or by tenants during normal business hours. These C&MR spaces are reserved on a first-come, first-served basis. The Commissioners Courtroom is not included as a space available for use by County departments or tenants, unless specifically authorized by the Commissioners Court. The multi-function spaces at the first floor could be made available for use by public groups when not required by County departments.

The Sustainable Food Policy Board (SFPD) is asking the Commissioners Court to approve space for their board meetings and committee meetings as reflected at Attachment One. The SFPB Executive Committee meets on the 3rd Monday of each month at 12:30 pm. Sentinel has confirmed that multi-function Room A is available for all dates requested by SFPD for their 12 member board meetings. There would be no additional building costs associated with these meetings during the normal business day if the Commissioners Court authorized this use.

The SFPD is also requesting the use of a multi-function room for 10 evening meetings of the full board, during the hours of 6:00 pm to 8:00 pm. These

meetings would occur on the 4th Monday of each month with exception of May, which would be held on Tuesday, May 27th, and December, which would be held on the 3rd Monday. Sentinel has confirmed that multi-function rooms are available on these dates/times should the Commissioners Court approve the request. These evening board meetings are expected to include 12 Executive Committee members plus approximately 18 public members, for a total of 30 attendees at the meetings.

Since the 700 Lavaca Building closes at 6:00 pm, meetings occurring after 6:00 pm would result in costs to the County for support to these meetings. Using the standard estimates for electricity and custodial costs at \$25 per hour and air conditioning and heating at \$35 per hour, the evening SFPD meetings would therefore result in costs for two hours past closing of the building, or \$50 for electricity and custodial plus \$70 for air conditioning and heating, for a total of \$120. Parking for non-County sponsored events is available at the attached 700 Lavaca parking garage at \$4.50 per hour.

The Sustainable Food Policy Board meetings also have specific media support requirements. Al Jackson, Media Operations Manager with Travis County Media Services has indicated that his section could provide the necessary support for these evening meetings by shifting the work hours of two of his staff members. This can initially be provided at no cost, but shifting these resources to cover evening meetings would impact the support that Media Services provides for County departments in the mornings on these dates. Al Jackson advises that at some point if the number of evening meetings approved by the Commissioners Court expands, it may be necessary to add part time Media Services staff members to provide coverage for these meetings. Mr. Jackson estimates this cost would be about \$160 for each evening meeting.

STAFF RECOMMENDATIONS:

Facilities Management Department recommends the Commissioners Court provide direction on approval of this requested use of 700 Lavaca space for the Sustainable Food Policy board and committee meetings.

ISSUES AND OPPORTUNITIES:

There are many public groups that could make effective use of the 700 Lavaca Building Conference and Meeting Rooms when these spaces are not required for County use. The SFPB appear to be compatible and an appropriate organization to be allowed use of these resources.

FISCAL IMPACT AND SOURCE OF FUNDING:

See discussion above.

ATTACHMENTS/EXHIBITS:

1. Sustainable Food Policy Board, Approved Meeting

REQUIRED AUTHORIZATIONS:

N/A



Sustainable Food Policy Board

APPROVED 2014 Meeting Dates
Board & Committees

SFPB - Executive Committee Meeting Dates 3 rd Monday/Monthly 12:30pm	SFPB Meeting Dates 4 th Monday/Monthly 6:00pm
January 21 (Tuesday) **	January 27
February 18 (Tuesday) **	February 24
March 17	March 24
April 21	April 28
May 19	May 27 (Tuesday) **
June 16	June 23
July 21	July 28
August 18	August 25
September 15	September 22
October 20	October 27
November 17	November 24
	December 15 (3 rd Monday) **

****Alternate meeting dates due to City and/or Travis County observed holiday schedule.**

Executive Committee will meet in City Hall Board & Commissions Room.

Full Board will meet at The Sustainable Food Center 2921 East 17th Street Bldg C Austin, TX 78702

Created: 11/16/2012

Revised: 10/21/2013
Printed: 12/11/2013



Travis County Commissioners Court Agenda Request

Meeting Date:

March 4, 2014

Prepared By/Phone Number:

Cynthia Finnegan, (512) 854-3277

Elected/Appointed Official/Dept. Head:

Roger Jefferies, County Executive, Justice and Public Safety 

Commissioners Court Sponsor:

Sam Biscoe, County Judge

AGENDA LANGUAGE:

Consider and take appropriate action on the status of membership for the Travis State Jail Advisory Committee.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

This action is to add one new voting member effective March 3, 2014, Captain Wes Priddy and to remove three resigning members from the Committee - Frank Ringer Jr., Dr. Geraldine Nagy and Major Darren Long.

STAFF RECOMMENDATIONS:

N/A

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

REQUIRED AUTHORIZATIONS:

N/A

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



CRIMINAL JUSTICE PLANNING

Roger W. Jefferies, County Executive, Justice & Public Safety Division
P.O. Box 1748 Austin, Texas 78767 Phone (512) 854-4415 Fax (512) 854-4417

February 26, 2014

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

Dear Judge Biscoe and County Commissioners:

This letter is to request that the following changes be made to the Travis State Jail Advisory Committee effective March 2014.

Remove:

- Frank Ringer, Jr., Community Member
- Darren Long, Travis County Sheriff's Department
- Dr. Geraldine Nagy, Director, Adult Probation

These members have resigned.

Add:

- Captain Wes Priddy, Travis County Sheriff's Department (will be promoted in March to Major over the Sheriff's Corrections Department)

The Advisory Committee is in the process of replacing Mr. Ringer and Dr. Nagy in the month of March or April. Recruiting letters have been sent out to prospective new members. If you or members of the Commissioners Court have any residents you would like to see serve on the advisory committee, please contact me or Mr. Alonzo Bradley, Chair at (512) 854-4896 or cell (512) 507-4598 or alonzo.bradley@co.travis.tx.us.

A short biography for Captain Wes Priddy is attached.

Sincerely,

A handwritten signature in black ink that reads "Roger Jefferies". The signature is written in a cursive style.

Roger Jefferies
County Executive, Justice and Public Safety Division

Attachment: Biography of Captain Wes Priddy
c: Alonzo Bradley, Chair, Travis State Jail Advisory Committee

Captain Wes Priddy, Jail Administrator

February 2014

Wes Priddy was born in Whitney, Texas in 1963 and graduated from Bruceville-Eddy High School in 1982. He attended McLennan Community College, Austin Community College and the University of Texas at Austin.

Wes joined the Travis County Sheriff's Office in 1985 as a Corrections Officer assigned to the "old jail" atop the historic Heman Marion Sweatt Courthouse. After working numerous assignments, he was promoted to Sergeant in 1990. In 1993, he promoted to Lieutenant and was privileged to serve at Complex Security, Central Booking, Professional Services, the Health Services Building and Courthouse Security. Wes' knowledge and expertise were acknowledged in 2000 when he was appointed the agency's Director of Training. He served in this capacity until 2004. In 2009, Wes was promoted to Captain by Sheriff Greg Hamilton and was assigned to the Travis County Correctional Complex.

Wes is committed to his Christian beliefs and married Erika, his lovely wife, in 1991. He enjoys spending time with his family and is a very proud father of a daughter and son.

Highlights & Achievements

- Certified Jail Manager – American Jail Association
- Graduate of LEMIT/INCOSIT Public Information Officer Course
- TCLEOSE Master Jailer & Master Peace Officer Certifications
- TCLEOSE Instructor Certification
- Valedictorian of TCSO BPOC #7
- Recipient of FBI-LEEDA Trilogy Award



Travis County Commissioners Court Agenda Request

Meeting Date: March 4, 2014

Prepared By/Phone Number: Shannon Pleasant, CTPM 854-1181 /
Marvin Brice, CPPB 854-9765

Elected/Appointed Official/Dept. Head: Cyd Grimes, C.P.M., CPPO

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Ratify and Approve Interlocal Agreement No. 4500000107 with the City of Austin for Deaf Interpreting Services

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

Since 1996 Travis County and the City of Austin have had an Interlocal Agreement that allows Travis County Services for the Deaf and Hard of Hearing (TCSDHH) to provide interpreters for the City of Austin Health and Human Services Department and Municipal Court. This agreement allows TCSDHH to provide interpreters for safety-net services such as eligibility interviews and hearings before Municipal Court. This Interlocal provides a source of revenue for TCSDHH.

The City of Austin estimates it will spend up to \$41,000 for services to Municipal Court and up to \$2,500 for services to Health and Human Services during the contract year.

The term of the agreement is October 1, 2013 through September 30, 2014 with automatic renewal; per the understanding that all terms and conditions, including negotiated rates remain unchanged.

The Commissioners Court is being requested to ratify and approve the agreement. There was a delay in contract approval due to proposed revisions by the City of Austin. These revisions included requests for an unlimited / auto-renewal term and City Manager's signature authority.

ID # 10392

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.

➤ **Contract-Related Information:**

Award Amount: Not Applicable – Revenue generating agreement

Contract Type: Interlocal Agreement

Contract Period: October 1, 2013 – September 30, 2014

➤ **Contract Modification Information:** Not Applicable

Modification Amount:

Modification Type:

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

➤ **Special Contract Considerations:** Not Applicable

Award has been protested; interested parties have been notified.

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

Comments:

➤ **Funding Information:** Not Applicable – Revenue generating

SAP Shopping Cart #:

Funding Account(s):

Comments:



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE
502 E. Highland Mall Blvd.
P. O. Box 1748
Austin, Texas 78767**

**Sherri E. Fleming
County Executive
for TCHHSVS
(512) 854-4100
Fax (512) 279-1608**

DATE: November 21, 2013

TO: Cyd Grimes, Travis County Purchasing Agent, CPM, CPPO

FROM:

Sherri E. Fleming
Sherri E. Fleming
County Executive for Travis County Health and Human Services
and Veterans Service

SUBJECT: Deaf interpreter interlocal

Proposed Motion:

Consider and take appropriate action to approve the renewal of a revenue contract with the City of Austin to provide deaf interpreter services.

Summary and Staff Recommendation:

Since 1996, Travis County and the City of Austin have had an interlocal agreement that allows Travis County Services for the Deaf and Hard of Hearing (TCSDHH) to provide interpreters for the City of Austin Health and Human Services Department and Municipal Court. The agreement allows TCSDHH to provide interpreters for safety-net services such as eligibility interviews and hearings before Municipal Court.

TCHHSVS staff recommends approving this renewal.

Budgetary and Fiscal Impact:

The City of Austin estimates it will spend up to \$41,000 for services to Municipal Court and up to \$2,500 for services to Health and Human Services during the contract year.

Issues and Opportunities:

This interlocal ensures that clients who are deaf or hard of hearing are provided interpreter services.

Background:

This interlocal provides a source of revenue for TCSDHH.

Cc: Deborah Britton, Division Director, Community Services, TCHHSVS
Stacy Landry, Program Manager, TCSDHH
Nicki Riley, Travis County Auditor
Tracy LeBlanc, Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney, Travis County Attorney's Office
Leslie Browder, County Executive, Planning and Budget Office
Aerin Toussaint, Analyst, Planning and Budget Office
Shannon Pleasant, Purchasing Agent Assistant, Travis County Purchasing Office

SOCIAL SERVICES INTERLOCAL AGREEMENT

BETWEEN

TRAVIS COUNTY

AND

CITY OF AUSTIN

FOR

DEAF INTERPRETING SERVICES

CONTRACT NO. 4500000107



TRAVIS COUNTY PURCHASING OFFICE

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**INTERLOCAL COOPERATION AGREEMENT
BETWEEN TRAVIS COUNTY AND CITY OF AUSTIN FOR
INTERPRETING SERVICES**

This Agreement is entered into by the following parties: Travis County, a political subdivision of the State of Texas ("County"), through the Travis County Services for the Deaf and Hard of Hearing ("TCSDHH"), and the City of Austin, a municipal corporation and political subdivision of the State of Texas ("City").

RECITALS

County has the authority to provide for the care of indigents and other qualified recipients (LOCAL GOVERNMENT CODE, Section 81.027, and other statutes).

County has the authority to provide for public health, education and information services through TEX. HEALTH & SAFETY CODE ANN., Sections 121 and 122, and to cooperate with municipal authorities to promote public health through TEX. HEALTH & SAFETY CODE ANN., sec. 121.

County and City have the authority to enter into an Interlocal Cooperation Agreement through Tex. Const. Art. 3, sec. 64 and "The Interlocal Cooperation Act," Chapter 791, TEX. GOV'T. CODE ANN., Vernon's Texas Civil Statutes.

City and County desire to work together to provide services and activities for persons with disabilities according to the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] and other services for individuals who are deaf or hard of hearing (Civil Practice and Remedies Code, Chapter 21; Texas Government Code, Chapter 558, and other applicable statutes).

Travis County Commissioners Court approved the services and budget which are the subject of this Agreement as agenda item number 38, voting session September 24, 2013 ("Commissioners Court Approval"); and desires to ratify the provision of services from the commencement date of this Agreement through the date signed by both Parties by the approval of this Agreement.

In order to minimize duplicative efforts where possible and increase efficiency in the provision of care, County and City desire to cooperate in the provision of services to people who are deaf by the provision of effective communication which will make specified City departments and services accessible to people who are deaf or hard of hearing.

AGREEMENT

NOW, THEREFORE, in consideration of the hereinafter set forth agreements, covenants, and payments, the amount and sufficiency of which are acknowledged, City and County mutually agree to the following terms and conditions:

1.0 DEFINITIONS

In this Agreement,

1.01 "Agreement Funds" means all funds paid by City to County pursuant to this Agreement.

1.01 "City Council" means City Council of the City of Austin.

1.02 "Commissioners Court" means the Travis County Commissioners Court.

1.03 "County Purchasing Agent" means Cyd Grimes, the Travis County Purchasing Agent, or her successor.

1.04 "County Executive" means Sheri Fleming, County Executive of Travis County Health, Human Services and Veterans Services, or her successor.

1.05 "TCSDDH" means the Travis County Services for the Deaf and Hard of Hearing.

2.0 TERM

2.01 **Initial Term.** Subject to the Commissioners Court approval of September 24, 2013, this Agreement shall continue in full force for the Agreement period which commences on October 1, 2013, and terminates on September 30, 2014; and County hereby ratifies services provided under this Agreement from the commencement date through the date the Agreement is signed by both Parties.

2.02 **Renewal Term.** This agreement shall automatically renew on October 1, 2014, for a term of one year, and shall automatically renew for terms of one year thereafter, unless sooner terminated pursuant to this Agreement. The automatic renewal of this Agreement shall be with the understanding that all terms and conditions, including the negotiated rates, remain unchanged and in full force and effect unless this Agreement is specifically amended pursuant to Section 13.0 of this Agreement to make any changes in those terms.

3.0 CITY RESPONSIBILITIES

3.01 **Agreement Funds.** During the Initial Term of the agreement, City shall pay County an amount not to exceed the amount budgeted by City Council for that Agreement term. City estimates the following budgeted amounts for providing interpreting services to the Departments that will be served by this contract for the Initial Term.

<u>Department</u>	<u>Estimated Amount</u>
A. Municipal Court	\$ 41,000.00
B. Health and Human Services	\$ 2,500.00

3.02 **Payment.** City shall pay County for services provided under this agreement within thirty (30) days of receipt of the complete and correct invoice from County for the services provided. All payments made by City under this Agreement shall be paid from current revenue funds.

3.03 **General Responsibilities.** City agrees:

3.03.01 to the best of its ability, request interpreter services more than three (3) days in advance, but no less than one (1) hour. For each request, City will provide to County the consumer name, City contact name and number, time, date, location and nature of the interpreting assignment and other relevant information as requested by County when services are requested.

3.03.02 to pay County at the hourly rate designated and according to the policies delineated on Attachment A and B.

3.03.03 that, if City requests an Interpreter and either the City representative or the deaf consumer cancel the appointment and the County is not informed of the appointment cancellation by either the City representative twenty-four (24) hours prior to the agreed appointment time, City will be responsible for payment for the prearranged and committed time at the hourly rate of the interpreter assigned, and subject to other standard policies, including the additional one hour of administrative time.

3.03.04 to pay County at the designated rate for committed time scheduled if either the deaf individual or the City staff person fails to appear for a scheduled appointment.

3.03.05 to pay for time spent by the interpreter in traveling to and from each designated location up to a maximum of one hour unless prior arrangements are discussed and approved by the City.

3.03.6 If the City requests the interpreter service and the assignment ends earlier than the time requested and committed by the interpreter(s), City agrees to pay County at the designated rate for committed time scheduled plus the standard one hour administrative fee.

3.03.7 Insurance. City and County acknowledge and agree that each Party is self-insured and will maintain such coverage at a level sufficient to cover the needs of City and County, respectively, pursuant to applicable generally accepted business standards.

3.04 **Multiple Interpreters.** City acknowledges and agrees that County may, at times as determined by County, need to schedule more than one interpreter for assignments lasting longer than one hour.

3.04.01 Determination of the need for more than one interpreter will be made by County considering such matters as the nature of the assignment, the length of time necessary to complete the assignment, and the complexity of the subject.

3.04.02 Two interpreters may be scheduled so that the interpreters can work as a team to ensure quality communication for City staff and the deaf consumer(s) involved.

3.04.03 Two or more interpreters may be scheduled for Municipal Court assignments, as determined by County, in accordance with nationally accepted standard practices for court interpreting which ensure optimum participation and involvement in the court process by people who are deaf or hard of hearing.

3.04.04 A Certified Deaf Interpreter may also be assigned with one or more interpreters, if determined necessary by County. (A Certified Deaf Interpreter is a person who is deaf who is also a trained interpreter and who, due to similarities in language and culture, can provide a more accurate and complete interpretation in order to ensure constitutionally guaranteed mental, emotional and cognitive presence of deaf individuals with unique communication styles or limitations, in court proceedings.)

3.05 **Selection.** The County reserves the right to select appropriate interpreters for the assignment, based on County's assessment of the deaf person's communication needs, and/or the length of the assignment.

3.06 **MBE/WBE.** City and County agree that City MBE/WBE goals do not apply to this Agreement.

3.07 **Debarment.** By signing this Agreement, the County certifies that the County and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas or the City of Austin.

4.0 COUNTY RESPONSIBILITIES

4.01 **Determine Skills/Qualifications Needed for Each Assignment.** County will determine the qualifications needed for each particular assignment and coordinate the provision of interpreters of the number and appropriate certification to meet the needs of the consumers involved in the assignment by assessing the demands of the assignment, the needs, preferences and communication of the deaf or hard of hearing individual, the preferences of the City requestor, and the nature of the situation.

4.02 **Services.** County, through TCSDHH, either directly or indirectly through subcontracts, will determine the appropriate communication to be provided to assure specified City departments and services are accessible to people who are deaf or hard of hearing, and coordinate and

provide qualified sign language interpreters, as determined by County. Services will be provided in accordance with the terms of this agreement. Provision of all services by County under this Agreement will be contingent upon the availability of an interpreter to County as reasonably requested by City.

4.03 **Invoice.** County shall invoice participating City Department on a monthly basis, using a form approved by City and County, for services provided under this agreement. Invoices shall be sent to:

A. Health and Human Services
Accounting Services
P. O. Box 1088
Austin, Texas 78767

B. Municipal Court
Accounts Payable
P. O. Box 2135
Austin, Texas 78768-9977

4.04 **Reports.** County agrees to provide City with monthly reports, as mutually agreed to by City and County, of hours of interpreter services provided to departments of the City under this agreement. Such reports shall include the number of appointment hours requested and assigned.

4.05 **Standards.** County agrees that staff and interpreters providing services under this Agreement must subscribe to the Principles of Ethical Behavior of the Board for Evaluation of Interpreters of the Texas Commission for the Deaf and Hard of Hearing, or the Registry of Interpreters for the Deaf (RID).

4.06 **General Responsibilities.** County agrees:

4.06.01 to provide interpreters for assignments requested by City, subject to the availability of interpreters, and charge the City a one hour minimum or the assignment time requested, whichever is longer, at the hourly rate of the interpreter(s) scheduled, in addition to an administrative/coordination fee equivalent to one hour payable at the billing rate of the interpreter(s) assigned, with time computed in fifteen-minute increments, rounded up to the nearest fifteen minutes, for each interpreter assigned.

4.06.02 to provide services under this Agreement to the City of Austin as requested by the City of Austin Municipal Courts and the Health and Human Services Department. Whenever necessary, and to the extent possible, assignments will be made by County within a one (1) hour time-frame coordinated with City so that services may be provided in an acceptable and timely manner.

4.06.03 to provide, to the best of its ability based upon the availability of

interpreters, qualified sign language interpreter services by matching the demands of the assignment, the needs, preferences and communication of the deaf individual, the preferences of City staff, the seriousness of the situation, and the skills, experience and certification of the interpreter. This may include Levels I, II, III, IV, and V Interpreters certified by the Department of Assistive and Rehabilitative Services/Services for the Deaf and Hard of Hearing (formerly known as the Texas Commission for the Deaf and Hard of Hearing), and/or CCS, IC/TC, RSC, MCSC, Ct, CI, CDI, or SC:L of the Registry of Interpreters for the Deaf, or equivalent certification as designated by the National Association of the Deaf/Registry of Interpreters for the Deaf, National Interpreter Certification.

4.06.04 to provide a means by which a deaf individual or a member of the City staff may express their concerns or file a complaint against an interpreter.

5.0 JOINT RESPONSIBILITIES

5.01 **Civil Rights/ADA Compliance.** City and County agree to provide all services and activities under 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]. City and County shall not discriminate against any employee, applicant for employment, or Client based on race, religion, color, sex, national origin, age or handicapped condition.

5.02 **Confidentiality.** City and County agree to establish a method to secure the confidentiality of records and services relating to clients in accordance with the applicable federal and state laws, rules, and regulations.

5.03 **Non-Waiver.** It is expressly understood and agreed by the Parties that, neither the execution of this Agreement, nor any conduct of any representative of City or County relating to this Agreement, shall be considered to waive, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to that entity against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit.

6.0 COMPLIANCE WITH LAW

6.01 County and City shall comply with the Constitution of the United States and the State of Texas and all federal, state, county, and city laws, rules orders, ordinances and regulations applicable to performance of this Agreement.

7.0 RETENTION AND ACCESSIBILITY OF FISCAL RECORDS

7.01 **Retention.** County shall maintain all records and documentation pertaining to the performance of the terms of this Agreement in a readily available state and location, and shall make such records available to the other party for reasonable inspection for a period of three (3) years after the end of the Agreement period or after the resolution of any problems or issues related to the

performance of the Agreement, whichever occurs later. City shall maintain all records and documentation pertaining to the performance of the terms of this Agreement in a readily available state and location, and shall make such records available to the other party for reasonable inspection in accordance with the schedule and requirements of City established policy pursuant to Local Government records Act, Texas Local Government Code, Chapters 201 – 205, and the City of Austin Code, Chapter 2-11, and other applicable laws and regulations. City will provide County with a copy of such schedule annually.

7.02 **Access.** Each party shall each give the other party, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by that party pertaining to this Agreement at reasonable times and for reasonable periods. These rights to access shall continue as long as the records are retained by the party maintaining the above records.

7.03 **Confidentiality of Records.** City and County agree to keep confidential at all times all information that identifies clients and personnel and any other information if required to do so by law.

8.0 AUDIT

8.01 **Audit.** County and City have the right, respectively, to conduct a financial and compliance audit of the performance of this Agreement on an annual basis. City and County each agree to permit the other party or its authorized representative, to audit the records that relate to this Agreement and to obtain any documents, materials, or information necessary to facilitate such audit. The parties shall take whatever action is appropriate and reasonable to facilitate the performance of any audits conducted pursuant to this Agreement that may be required.

9.0 INDEPENDENT ENTITY AND ACKNOWLEDGEMENT OF RESPONSIBILITIES

9.01 **Independent Entity.** The parties expressly acknowledge and agree that City and County are independent entities and each assumes all the rights, obligations, and liabilities applicable to it as an independent entity. No employee of the City shall be considered an employee, agent, or representative of the County or gain any rights against the County pursuant to the County's personnel policies. No employee of the County shall be considered an employee, agent, or representative of the City or gain any rights against the City pursuant to the City's personnel policies.

9.02 **Responsibilities.** City shall not be liable for any claims, damages or attorney fees arising from any negligence or unlawful acts of the County or its employees in relation to this agreement. County shall not be liable for any claims, damages or attorney fees arising from any negligence or unlawful acts of City or its employees in relation to this agreement. City and County acknowledge that each entity is responsible for any claims or losses from personal injury or death or property damages that were caused by the acts or omissions of that entity, its agents, employees, or representatives in the performance of the services and activities under this agreement.

9.03 **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 City or County; the party against whom the claim or other action is made shall give written notice to the other party 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 in the Notice provision of this Agreement. Except as otherwise directed, the party against whom the claim has been made shall furnish to County copies of all pertinent papers received by that party with respect to these claims or actions.

10.0 **TERMINATION**

10.01 **Material Breach.** Either party may terminate this agreement if the other fails to cure a material breach which substantially impairs the value of the contract as a whole to the non-breaching party within ten (10) days of receipt of written notice being given by the non-breaching party. If more than ten (10) days are required to cure such default or breach, a reasonable time in excess of said days may be established, provided both parties agree in writing as to the time period to be substituted. In the event such default or breach is not cured within the specified time, the contract may be terminated upon five (5) days written notice.

10.02 **Termination.** Either party has the right to terminate this Agreement, in whole or in part, for the following reasons in compliance with the terms of this Agreement:

10.02.01 The other party has failed to comply with any term or condition of this Agreement.

10.02.02 The other party is unable to conform to changes required by federal, state or local laws or regulations.

10.02.03 If, during the budget planning and adoption process, the Commissioners Court or the City Council fails to provide funding for this Agreement for that entity's fiscal year following the beginning of the Agreement.

10.02.04 Either party finds that the other party is not producing the results that are sufficiently beneficial to warrant continued expenditure of Agreement Funds.

10.03 **Procedure.** In the event of the occurrence of any provision allowing for termination, if no other procedure is specified, the party desiring to terminate shall notify the other party in compliance with the Notice provisions of this Agreement of the decision to terminate this Agreement, an effective date of termination at least thirty (30) days after that notice, and, in the case of partial termination, the portion of the agreement to be terminated.

10.04 **Without Cause Termination.** Either party may terminate this Agreement, in whole or in part, without cause, if the party wanting to terminate the Agreement notifies the other party in compliance with the Notice provisions of the Agreement of the decision to terminate this Agreement, the effective date of termination at least sixty (60) days after that notice, and, in the case of partial termination, the portion of the Agreement to be terminated.

10.05 **Continued Liability.** Notwithstanding any exercise by County of its right of termination, City shall not be relieved of any liability to County for damages due to County by virtue of any breach of this agreement by City or for any payments due to County for services provided prior to the termination date.

11.0 **NON-WAIVER**

11.01 No payment, act or omission by either party may constitute or be construed as a waiver of any breach or default of City or County which then exists or may subsequently exist.

12.0 **RESERVATION OF RIGHTS AND REMEDIES**

12.01 **County.** 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.

12.02 **City.** All rights of City under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to City 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.

13.0 **AMENDMENTS**

13.01 **Written Amendments.** Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be made in writing and signed by all parties. It is acknowledged by City 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 the Commissioners Court.

13.02 **Submission of Amendment.** City shall submit all requests for alterations, additions or deletions of the terms of this Agreement or any attachment to it to the Travis County Purchasing Agent, with a copy to the Executive Manager. The Travis County Purchasing Agent, with the approval of the Executive Manager, shall present City requests to Commissioners Court for consideration. Requests for alterations, additions or deletions of the terms of this Agreement by

County shall be submitted to the City Purchasing Agent.

14.0 BINDING AGREEMENT

14.01 This Agreement shall be binding upon the successors, assigns, administrators, and legal representatives of the parties to this Agreement.

15.0 ENTIRE AGREEMENT

15.01 All oral and written agreements between the parties to this Agreement relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

15.02 Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performance by Travis County through Travis County Services for the Deaf and Hard of Hearing, in accordance with the terms of this Agreement:

15.02.1 Attachment A - Hourly Rate by Level of Certification for Interpreters Assigned to City Health and Human Services Department for "Regular/Non-Legal" Assignments.

15.02.2 Attachment B - Hourly Rates by Level of Certification for Interpreters Assigned to City Municipal Court for Court Assignments

15.02.3 Attachment C - Definitions of Terms/Relevant Laws

16.0 LAW AND VENUE

16.01 This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement shall be performable in the City of Austin, Texas or in Travis County, Texas. It is expressly understood that any lawsuit, litigation, or dispute arising out of or relating to this Agreement will take place in Travis County and the City of Austin.

17.0 SEVERABILITY

17.01 If any portion of this Agreement is ruled invalid by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

18.0 NOTICES

18.01 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 hereinafter specified.

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

Sherri Fleming, County Executive
THHSVS
P. O. Box 1748
Austin, Texas 78767

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

Honorable David Escamilla (or his successor in office)
Travis County Attorney
P. O. Box 1748
Austin, Texas 78767

and

Cyd Grimes, Purchasing Agent
P. O. Box 1748
Austin, Texas 78767

18.03 **City Address.** The address of the City for all purposes under this Agreement and for all notices hereunder shall be:

Mick Osborne, Senior Buyer
Purchasing Office
City of Austin
P. O. Box 1088
Austin, Texas 78767

18.04 **Change of Address.** Each party may change the address for notice to it by giving notice of the change in compliance with Section 18.0.

19.0 **LEGAL AUTHORITY**

19.01. **Legal Authority to Enter Agreement.**

19.01.01 City guarantees that City possesses the legal authority to enter into this Agreement, receive funds authorized by this Agreement, and to perform the services City has obligated itself to perform under this Agreement.

19.01.02 County guarantees that County possesses the legal authority to enter into this Agreement, receive funds authorized by this Agreement, and to perform the services

County has obligated itself to perform under this Agreement.

19.02 **Signors.**

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

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

20.0 **CONFLICT OF INTEREST**

20.01 The parties shall ensure that no person who is an employee, agent, consultant, officer, or elected or appointed official of City or County who exercises or has exercised any functions or responsibilities with respect to activities performed pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any Agreement, subcontract or agreement with respect to it, or the proceeds under it, either for him or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

21.0 **POLITICAL AND SECTARIAN ACTIVITY**

21.01 Neither party shall use any of the performance under this Agreement or any portion of the Agreement funds for any prohibited activity related to the result of an election for public office.

21.02 Both parties shall ensure that activities performed under this Agreement shall be carried on in a manner free from religious influence. Neither party shall execute any agreement with any primarily religious organization to receive Agreement Funds from unless the agreement includes provisions to effectuate this assurance. City and County shall submit such agreements to the other party prior to the release of Agreement Funds under such agreement.

22.0 **PUBLICITY**

22.01 When appropriate, City shall publicize the services and activities of City under this Agreement. In any publicity prepared or distributed by or for City, the funding through County shall be mentioned as having made the project possible.

23.0 INTERPRETATIONAL GUIDELINES

23.01 **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 or City has declared a holiday for its employees these days shall be omitted from the computation.

23.02 **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.

23.03 **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.

24.0 ASSIGNABILITY

24.01 No party may assign any of the rights or duties created by this Agreement without the prior written approval of the other parties. It is acknowledged by City that no officer, agency, employee or representative of County has any authority to grant such assignment unless expressly granted that authority by the Commissioners Court; provided, however, that the City may transfer its rights and obligations to the Travis County Healthcare District or to a non-profit corporation affiliated with the Travis County Healthcare District located in Travis County, Texas, without the County's consent. The City may make such transfer upon providing no less than thirty (30) days written notice to County. If County does not approve of such transfer, County may terminate the Contract within that thirty (30) day period by written notice to City.

25.0 OTHER PROVISIONS

25.01 **Survival of Conditions.** Applicable provisions of this Agreement, shall survive beyond termination or expiration of this Agreement until full and complete compliance with all aspects of these provisions has been achieved where the Parties have expressly agreed that those provisions should survive any such termination or expiration or where those provisions remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

25.02 **Force Majeure.** Neither Party shall be financially liable to the other Party for delays or failures to perform in Agreement performance caused by force majeure (i.e., those causes generally recognized under Texas law as constituting impossible conditions). Such delays or failures to perform shall extend the period of performance until these exigencies have been removed. The Party seeking to avail itself of this clause shall notify the other Party within five (5) business days or otherwise waive the right as a defense, unless notification is impractical under the circumstances, in which case notification shall be done in as timely a manner as possible.

25.03 This Agreement is not intended to confer rights or benefits on any person, firm or entity not a party to this Agreement; it being the intention of the Parties that there be no third party beneficiaries in this Agreement.

EXECUTED in duplicate originals this the ___ day of _____, 2013.

TRAVIS COUNTY

By: _____
Samuel T. Biscoe, County Judge Date: _____

Approved as to Form: _____ Date: _____
Assistant County Attorney

CITY OF AUSTIN

By: _____
Printed Name: Marc Ott Date: 2-7-14
Title: City Manager

Approved as to Form: _____ Date: 2-5-14
Assistant City Attorney

ATTACHMENT A

**SERVICES FOR
AUSTIN HEALTH AND HUMAN SERVICES DEPARTMENT**

City agrees to pay County for interpreters assigned at the following rates per hour
for interpreters scheduled as requested by City.

Per Hour	Day Rate >48 Hour Notice	Day Rate <48 Hour Notice	Night Rate >48 Hour Notice	Night Rate <48 Hour Notice
STANDARD RATES	\$50.00	55.00	50.00	55.00

ATTACHMENT B
SERVICES
FOR
MUNICIPAL COURT

City agrees to pay County for interpreters assigned at the following rates per hour for interpreters scheduled as requested by Municipal Court.

Per Hour	Day Rate >48 Hour Notice	Day Rate <48 Hour Notice	Night Rate >48 Hour Notice	Night Rate <48 Hour Notice
STANDARD RATES	\$85.00	95.00	95.00	105.00

ATTACHMENT C

DEFINITION OF TERMS/RELEVANT LAWS

DEFINITIONS:

"**TCDDH**" means abbreviation for Texas Commission for the Deaf and Hard of Hearing, a state agency which serves people who are deaf and hard of hearing and also evaluates and certifies sign language interpreters. The certifications granted include: Level I, Level II, Level III, Level IV, Level V and Court Certification. This agency was reorganized by the Texas Legislature and is now in the Department of Assistive and Rehabilitative Services (DARS); the Texas Commission for the Deaf and Hard of Hearing is now called DARS-Deaf and Hard of Hearing Services (DARS/DHHS).

"**RID**" means abbreviation for the Registry of Interpreters for the Deaf. The national organization of professional interpreters which evaluates interpreters and grants certification according to the skills demonstrated. (The other abbreviations are the various certifications available from this organization and can be seen at the organization web site <http://www.rid.org/>)

"**Court Certification**" means a certification granted by the State of Texas through the Texas Commission for the Deaf and Hard of Hearing (DARS/DHHS) as evidence of participation in extensive court interpreting training and proof of court interpreting experience indicating eligibility to interpret in Court.

RELEVANT LAWS:

Government Code, Chapter 57, "Court Interpreters"

Code of Criminal Procedure, Chapter 15, "Arrest Under Warrant"

Code of Criminal Procedure, Article 38.331, "Interpreters for Deaf Persons"

Civil Practices and Remedies, Chapter 21, Subchapter A, "Interpreters for the Deaf"

Human Resource Code, Chapter 82, "Confidentiality of Interpreted," "Transliterated Conversations"

Government Code, Chapter 558

Texas Administrative Code, Chapter 183, Rule 183.705, "Court Interpreter Service Fees for the Deaf and Hard of Hearing"



Travis County Commissioners Court Agenda Request

Meeting Date: March 4, 2014

Prepared By/Phone Number: Loren Breland, 854-4854

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve modification no. 4 to contract no. 4400000216, Villeda Building Services, for Janitorial Services TNR Locations.

- **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 modification will add the following additional services.

Nootsie House location to add maintenance barn cleaning at \$50.00 per month.

East Metro Park Pavilion cleaning is changed from once a month to twice per month. Increase is \$340.00 per month.

Modification no. 3 was issued to exercise the second contract extension option. Approved by Purchasing Agent on February 21, 2014.

Modification no. 2 was issued to exercise the first contract extension option. Approved by Purchasing Agent on February 20, 2013.

Modification no. 1 was issued to add services for TNR Satellite 4 Main Office Building. Approved by Commissioners Court on April 17, 2012.

- **Contract Modification Information:**

Modification Amount: \$4,680.00

Modification Type: Add additional services at Nootsie House and East Metro Park Pavilion locations.

Modification Period: March 1, 2014 – February 24, 2015.

➤ **Funding Information:**

SAP Shopping Cart #:

Funding Account(s): SAP cost centers 1490220001, 1490200145,
1490120115

Comments:

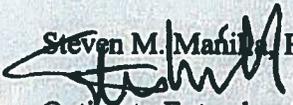


**TRANSPORTATION AND NATURAL RESOURCES
STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE**

700 Lavaca, Suite 540
Travis County Administration Building
P. O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697

February 18, 2014

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent
FROM:  Steven M. Manilla, P.E., County Executive
SUBJECT: Option to Extend and Modify Contract Number 12T00071LD (SAP 4400000216)
Janitorial Services, TNR Locations

TNR recommends that Travis County exercise its option to extend and modify this contract for an additional one (1) year period as permitted under the terms of the contract. Recommended modifications to the above mentioned contract to include the following services:

East Metro Pavilion- twice a month cleaning done on the 1st and 3rd Fridays of each month

The product category for janitorial services is 76111500. The budgeted cost centers are 1490220001, 1490200145 and 1490120115.

If you need additional information, please contact April Rodriguez at (512) 854-7676.

 AR:SMM:ar
Contract File



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

700 Lavaca, Suite 540
Travis County Administration Building
P. O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697

December 6, 2013

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent
Cave B. Jensen
FROM: Steven M. Manilla, P.E., County Executive
SUBJECT: Option to Modify Contract Number 12T00071LD (SAP 440000216)
Janitorial Services, TNR Locations

TNR recommends that Travis County modify the above mentioned contract to include the following services:

Nootsie House Maintenance Barn -- Once a week cleaning - \$50 per month

The product category for janitorial services is 76111500. The budgeted cost center is 1490120115.

If you need additional information, please contact Christina Jensen at (512) 854-7670.

CJ
CJ:SMM:cj
Contract File

MODIFICATION OF CONTRACT NUMBER: 12T00071LD, SAP 4400000216 Janitorial Services, TNR Locations
PAGE 1 OF 1 PAGES

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Loren Breland TEL NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: February 20, 2014
---	---	--

ISSUED TO: Villeda Building Services 16804 Brewer Blackbird Drive Pflugerville, TX 78660 Attn: Alai Villeda	MODIFICATION NO.: 4	EXECUTED DATE OF ORIGINAL CONTRACT: February 14, 2012
--	-----------------------------------	---

ORIGINAL CONTRACT TERM DATES: February 25, 2012 through February 24, 2013	CURRENT CONTRACT TERM DATES: February 25, 2014 through February 24, 2015
--	---

FOR TRAVIS COUNTY INTERNAL USE ONLY:
Original Contract Amount: \$ _____ Current Modified Amount \$ _____

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

Effective March 1, 2014 this contract is modified to add the following;

Nootsie House Maintenance Barn – Once a week cleaning. \$50.00 per month.

East Metro Park Pavilion Cleaning is changed to twice a month cleaning done on the 1st and 3rd Fridays of each month.

East Metro Park Pavilion Basic Cleaning - \$150.00 per month
 East Metro Park Pavilion Interior Window Cleaning - \$200.00 per month
 East Metro Park Pavilion Exterior Window Cleaning - \$200.00 per month

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

LEGAL BUSINESS NAME: <u>Villeda Building Service LLC</u>	<input type="checkbox"/> DBA
BY: <u>[Signature]</u> SIGNATURE	<input type="checkbox"/> CORPORATION
BY: <u>Alai Villeda</u> PRINT NAME	<input type="checkbox"/> OTHER
TITLE: <u>President</u> ITS DULY AUTHORIZED AGENT	DATE: <u>2-20-2014</u>

TRAVIS COUNTY, TEXAS	DATE:
BY: _____ CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	

TRAVIS COUNTY, TEXAS	DATE:
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	



Travis County Commissioners Court Agenda Request

Meeting Date: March 4, 2014
Prepared By/Phone Number: David A. Salazar, Executive Assistant
512-854-9555

Elected/Appointed Official/Dept. Head: Judge Biscoe
Travis County Judge

Commissioners Court Sponsor:

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FOR PROVISION OF LAW ENFORCEMENT SERVICES RELATED TO NEED FOR PUBLIC SAFETY FOR THE UPCOMING AUSTIN URBAN MUSIC FESTIVAL, AN AFRICAN AMERICAN QUALITY OF LIFE EVENT.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:



Travis County Commissioners Court Agenda Request

Meeting Date: March 4, 2014

Prepared By/Phone Number: Cameron Van Noy – 854-9240

Elected/Appointed Official/Dept. Head: Nicki Riley, County Auditor

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE: Consider and take appropriate action on Management Representation Letter to be provided to Atchley & Associates, LLP regarding the fiscal year 2013 County-wide annual financial audit.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: A Management Representation Letter is required by accounting standards for each year's external financial statement audit. Once Commissioners Court approves of the language, hard copies will be provided.

STAFF RECOMMENDATIONS: N/A

ISSUES AND OPPORTUNITIES: N/A

FISCAL IMPACT AND SOURCE OF FUNDING: N/A

REQUIRED AUTHORIZATIONS: N/A

TRAVIS COUNTY
AUDITOR'S OFFICE

NICKI RILEY, CPA
COUNTY AUDITOR



TRAVIS COUNTY
ADMINISTRATION BUILDING
P.O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9125
FAX: (512) 854-9164

To: Samuel T. Biscoe, County Judge
From: Kathryn Madden, Financial Reporting Manager
Date: February 25, 2014
Re: Agenda Item - Management Representation Letter to Atchley & Associates, LLP

We are requesting an agenda item for the County's Management Representation Letter to be provided to Atchley & Associates, LLP regarding the fiscal year 2013 County-wide annual financial audit. We have previously distributed a draft of this letter to each member of the Commissioners' Court and asked for their comments by Friday, February 28, 2014.

Therefore, at this time, we have not attached a copy of the letter, since it is still a draft. On Monday, March 3, 2014, after we have received final comments, we will forward to your office the three original copies for signatures of each member of the Commissioners' Court. When the letters are signed, please have your office notify Jackie Casias at ext. 49133, and she will pick up the copies that need to be sent to Atchley & Associates, LLP.

If you have any questions, please do not hesitate to contact me at ext. 44704.



Travis County Commissioners Court Agenda Request

Meeting Date: March 4, 2014

Prepared By/Phone Number: Melissa Velasquez, Judge's Office, x49555

Elected/Appointed Official/Dept. Head: Samuel T. Biscoe, County Judge

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING LETTER TO THE STATE COMPTROLLER REQUESTING FUNDS FROM UNCLAIMED CAPITAL CREDITS RECEIVED FROM ELECTRIC COOPERATIVES.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

State Comptroller's Office is authorized to allocate a portion of unclaimed capital credits received from electric cooperatives back to counties in cooperatives' service areas. The money may only be used to fund an appropriate program under section 381.004 of the Local Government Code.

Travis County submitted a request for funds in fiscal year 2012 and received an allocation that was appropriated in compliance with Section 381.004 of the Texas Local Government Code. Since the due date for filing an unclaimed property was changed in 2011, we will be submitting for both report years 2012 and 2013.

STAFF RECOMMENDATIONS:

Recommendation to submit the letter requesting funds for both report years 2012 and 2013.

ISSUES AND OPPORTUNITIES:

Provides Additional funding to Travis County.

FISCAL IMPACT AND SOURCE OF FUNDING:

In FY12 Texas State Comptroller's Office states that Travis County's allocation was \$35,595.61.

REQUIRED AUTHORIZATIONS:

Sherri Fleming, County Executive, TCHHS&VS

Mary Etta Gerhardt, Assistant County Attorney

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

UNCLAIMED PROPERTY DIVISION
P.O. Box 12019 • AUSTIN, TX 78711-2019

RECEIVED
COUNTY JUDGE'S OFFICE
14 FEB 19 PM 2:03



February 14, 2014

The Honorable Samuel T. Biscoe
Travis County Judge
P.O. Box 1748
Austin TX 78767

Dear Judge Biscoe,

As you may know, Section 74.602 of the Texas Property Code authorizes the Texas Comptroller of Public Accounts (Comptroller) to allocate a portion of the unclaimed capital credits received from electric cooperatives back to counties in cooperatives' service areas. The Code also states that the money may only be used to fund an appropriate program under Section 381.004 of the Local Government Code.

The Commissioners court is the primary governing body and ultimate decision-making authority regarding the legitimacy of requests for funds under this provision. The amount available to each county will be based on total capital credits remitted per reporting year, minus anticipated claims as determined by the Comptroller. Since the due date for filing an unclaimed property report was changed in 2011, this notification is for both report years 2012 and 2013.

If your office anticipates submitting a request for possible funds, please refer to the following guidelines:

- Requests for 2012 and 2013 funds are being accepted, either together or separate.
- A county may or may not have funds for either year.
- Requests are to be submitted by the Commissioners court, in writing by March 31, 2014.
- Requests **must** include the complete name, address and federal tax identification number of the Commissioners court. All requests **must** include language that states that "the purpose of the funds is in compliance with the provisions of Section 381.004 of Texas Local Government Code." Any available 2012 and 2013 funds will be sent separately and directly to the court.

Please mail your request(s) to: Texas Comptroller of Public Accounts
Unclaimed Property Division
Holder Reporting Section
P. O. Box 12019
Austin, Texas 78711-2019

If you have any questions concerning these procedures, please contact Taj Williams by email at taj.williams@cpa.state.tx.us or by phone at 1-800- 321-2274, ext. 3-1189.

Sincerely,

Bryant Clayton

Bryant Clayton
Supervisor
Holder Reporting Section

cc: Taj Williams

Sec. 381.004. COMMUNITY AND ECONOMIC DEVELOPMENT PROGRAMS IN CERTAIN COUNTIES. (a) In this section:

(1) "Another entity" includes the federal government, the State of Texas, a municipality, school or other special district, finance corporation, institution of higher education, charitable or nonprofit organization, foundation, board, council, commission, or any other person.

(2) "Minority" includes blacks, Hispanics, Asian Americans, American Indians, and Alaska natives.

(3) "Minority business" means a business concern, more than 50 percent of which is owned and controlled in management and daily operations by members of one or more minorities.

(4) "Women-owned business" means a business concern, more than 50 percent of which is owned and controlled in management and daily operations by one or more women.

(b) To stimulate business and commercial activity in a county, the commissioners court of the county may develop and administer a program:

- (1) for state or local economic development;
- (2) for small or disadvantaged business development;
- (3) to stimulate, encourage, and develop business location and commercial activity in the county;
- (4) to promote or advertise the county and its vicinity or conduct a solicitation program to attract conventions, visitors, and businesses;
- (5) to improve the extent to which women and minority businesses are awarded county contracts;
- (6) to support comprehensive literacy programs for the benefit of county residents; or
- (7) for the encouragement, promotion, improvement, and application of the arts.

(c) The commissioners court may:

- (1) contract with another entity for the administration of the program;

(2) authorize the program to be administered on the basis of county commissioner precincts;

(3) use county employees or funds for the program;
and

(4) accept contributions, gifts, or other resources to develop and administer the program.

(d) A program established under this section may be designed to reasonably increase participation by minority and women-owned businesses in public contract awards by the county by establishing a contract percentage goal for those businesses.

(e) The legislature may appropriate unclaimed money the comptroller receives under Chapter 74, Property Code, for a county to use in carrying out a program established under this section. To receive money for that purpose for any fiscal year, the county must request the money for that fiscal year. The amount a county may receive under this subsection for a fiscal year may not exceed an amount equal to the value of the capital credits the comptroller receives from an electric cooperative corporation on behalf of the corporation's members in the county requesting the money less an amount sufficient to pay anticipated expenses and claims. The comptroller shall transfer money in response to a request after deducting the amount the comptroller determines to be sufficient to pay anticipated expenses and claims.

(f) The commissioners court of a county may support a children's advocacy center that provides services to abused children.

(g) The commissioners court may develop and administer a program authorized by Subsection (b) for entering into a tax abatement agreement with an owner or lessee of a property interest subject to ad valorem taxation. The execution, duration, and other terms of the agreement are governed, to the extent practicable, by the provisions of Sections 312.204, 312.205, and 312.211, Tax Code, as if the commissioners court were a governing body of a municipality.

(h) The commissioners court may develop and administer a program authorized by Subsection (b) for making loans and grants of public money and providing personnel and services of the county.

Added by Acts 1989, 71st Leg., ch. 1060, Sec. 3, eff. Aug. 28, 1989. Amended by Acts 1997, 75th Leg., ch. 1037, Sec. 3, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 254, Sec. 1, eff. May 22, 2001; Acts 2001, 77th Leg., ch. 1154, Sec. 1, eff. June 15, 2001; Acts 2003, 78th Leg., ch. 1275, Sec. 2(109), eff. Sept. 1, 2003.

March 4, 2014

Texas Comptroller of Public Accounts
Unclaimed Property Division
Holder Reporting Section
P.O. Box 12019
Austin, Texas 78711-2019

Re: Request for Unclaimed Capital Credits for both report years 2012 and 2013

Mr. Clayton:

Pursuant to Section 74.602 of the Texas Property Code, Travis County hereby submits a request that the Texas Comptroller allocate and remit to Travis County the portion of the unclaimed capital credits received from electrical cooperatives within the Travis County cooperative service area for both report years 2012 and 2013.

The complete name, address and federal tax identification number for Travis County is listed below:

Travis County Commissioners Court
P.O. Box 1748
Austin, Texas 78767
Federal Tax Identification Number: 74-6000192

Travis County, as the requestor of such funds, herewith certifies that the purpose of the funds is in compliance with the provisions of Section 381.004 of the Texas Local Government Code.

Sincerely,

Samuel T. Biscoe
Travis County Judge



Travis County Commissioners Court Agenda Request

Meeting Date: March 4, 2014

Prepared By/Phone Number: Melissa Velasquez, Judge's Office, x49555

Elected/Appointed Official/Dept. Head: Samuel T. Biscoe, County Judge

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON THE REAPPOINTMENT OF CAROL JOSEPH, TRANSPORTATION AND NATURAL RESOURCES, TO THE BOARD FOR MOVABILITY AUSTIN.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

On January 22, 2013 the Commissioners Court appointed Carol Joseph to serve as Interim Director to the board for Movability Austin and to revisit this appointment in one-year.

Both Carol Joseph and Steve Manilla, County Executive, TNR, support the reappointment of Ms. Joseph to the board.

STAFF RECOMMENDATIONS:

Recommend reappointment.

ISSUES AND OPPORTUNITIES:

n/a

REQUIRED AUTHORIZATIONS:

Carol Joseph, TNR

Steven Manilla, TNR

Adele Noel, TNR



Travis County Commissioners Court Agenda Request

Meeting Date:

Prepared By/Phone Number: 512-854-9555

Elected/Appointed Official/Dept. Head: Carlos B. Lopez

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

RECEIVE STATE REQUIRED RACIAL PROFILING REPORT FOR CALENDAR YEAR 2013 FROM PRECINCT FIVE CONSTABLE.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

SEE ATTACHED

STAFF RECOMMENDATIONS:

N/A

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

NONE

REQUIRED AUTHORIZATIONS:

NONE

FULL EXEMPTION RACIAL PROFILING REPORT

Agency Name: TRAVIS CO. CONST. PCT. 5
Reporting Date: 01/28/2013
TCLEOSE Agency Number: 453105
Chief Administrator: CARLOS LOPEZ
Agency Contact Information: Mailing Address:
TRAVIS CO. CONST. PCT. 5
1003 Guadalupe St
Austin, TX 78701

Article 2.132 CCP Law Enforcement Policy on Racial Profiling

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

I certify it is not the policy of this agency to make traffic stops in the routine performance of the officers' official duties.

Executed by: **CARLOS LOPEZ**

Chief Administrator

TRAVIS CO. CONST. PCT. 5

Date: 01/28/2013

Submitted electronically to the



**Texas Commission on Law Enforcement
Officer Standards and Education**



Travis County Commissioners Court Agenda Request

Meeting Date: March 4, 2014

Prepared By/Phone Number: Robert Resnick, Commissioners Court Specialist, 512-854-4722

Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, Travis County Clerk

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: Approve the Commissioners Court Minutes for the Special Voting Session of February 7, 2014, and the Voting Sessions of February 11 and 18, 2014.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:



Minutes for the Travis County Commissioners Court Friday, February 7, 2014 Special Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Call to Order

Special Voting Session called to order on February 7, 2014, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Bruce Todd	Precinct 2, Commissioner	Absent
Gerald Daugherty	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Absent

Agenda Items

1. Canvass election returns and declaring results in Travis County for the January 28, 2014 Texas House District 50 Special Runoff Election

Members of the Court heard from:
Dana DeBeauvoir, Travis County Clerk

MOTION: Waive reading of the specific precinct by precinct results and approve the election results.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Ron Davis, Commissioner

AYES: Samuel T. Biscoe, Ron Davis, Gerald Daugherty

ABSENT: Bruce Todd, Margaret J. Gómez

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Minutes for the Travis County Commissioners Court Tuesday, February 11, 2014 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Call to Order

Meeting called to order on February 11, 2014, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Bruce Todd	Precinct 2, Commissioner	Present
Gerald Daugherty	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

Public Hearings

1. Receive comments regarding a plat for recording: Resubdivision of lot 2 from resubdivision of lot 38, East Travis Hills (resubdivision final plat – 2 lots – High Noon – City of Austin 5-mile ETJ) in Precinct Four. (Action Item #19) (Commissioner Gómez)

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Gerald Daugherty, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Members of the Court heard from:
 Anna Bowlin, Program Manager, Planning and Engineering, Transportation and Natural Resources (TNR)

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Gerald Daugherty, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Citizens Communication

Members of the Court heard from:
 Carlos León
 Alan Roddy, Travis County resident
 Adam Slosberg, Managing Director, Beyond Today
 Gus Peña, Travis County resident
 Daniel Bradford, Assistant County Attorney

Special Items

2. Consider and take appropriate action on an order concerning outdoor burning in the unincorporated areas of Travis County.

Clerk's Note: The County Judge announced that by taking no action, the prohibition against outdoor burning remains in place.

RESULT: NOT NEEDED

Resolutions and Proclamations

3. Approve proclamation recognizing the month of February 2014 as "National Teen Violence Awareness Month" in Travis County.

Members of the Court heard from:

Gretta Gardner, Social Services Director, Travis County Counseling and Education Services (TCCES), Chair, Austin-Travis County Family Violence Task Force
Carlos Lopez, Constable, Precinct 5
Kelly Page, Social Services Director, Travis County Sheriff's Office (TCSO)

MOTION: Approve the Proclamation in Item 3.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Clerk's Note: The Court noted that the Travis County Sheriff's Office is holding a Public Service Announcement contest through mid-April for youths interested in creating their own PSAs on this topic. Those desiring more information about submitting entries should contact Nicole Duran, TCSO, at 512-854-9770. Information on teen dating violence is available by contacting SafePlace's Respect Program at 512-267-SAFE or by visiting their website: www.expectrespectaustin.org.

4. Approve proclamation recognizing Friday, February 14, 2014 as "V-Day" (a global movement to end violence against women) in Travis County.

RESULT: POSTPONED

5. Approve resolution in support of the Lower Colorado River Authority's 2014 emergency drought order to the Texas Commission on Environmental Quality. (Commissioner Daugherty)

Members of the Court heard from:

Jon White, Natural Resource Environmental Quality Division Director, TNR
Tom Weber, Environmental Program Manager, TNR

MOTION: Approve the Resolution in Item 5.
RESULT: **APPROVED [4 TO 0]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Gerald Daugherty
ABSTAIN: Margaret J. Gómez

Purchasing Office Items

6. Approve contract award for civil engineering services for the new Purchasing warehouse at the East Service Center, RFQ No. Q110243-LP, to the highest qualified firm, DAVCAR Inc., dba as DAVCAR Engineering Services.

RESULT: ADDED TO CONSENT

7. Approve contract award for the Travis County Correctional Complex Building 130 resealing of HVAC smoke exhaust vents, IFB No. 1311-009-AG, to the low bidder, QA Construction Services, Inc.

RESULT: ADDED TO CONSENT

8. Approve Modification No. 5, an assignment of contract and assignment of payment, Contract No. 4400000214, from YPS Refrigeration II, LLC to Energy Logix Of Texas, LLC.

RESULT: ADDED TO CONSENT

9. Approve order exempting contract for repair services to the Onion Creek Greenway Project at Barkley Meadows Park from Smith Construction, Inc. from the competitive procurement process pursuant to Section 262.024 (A) (1) of the County Purchasing Act.

RESULT: ADDED TO CONSENT

10. Approve contract award for Pace Bend Park, boat ramp construction, IFB No.: B1309-007-JE, to the low bidder, AGH20 Holdings, LLC.

RESULT: ADDED TO CONSENT

11. Approve Modification No. 1 to Contract No. 4400001499, Stantec, for North East Metro Park BMX track design.

RESULT: ADDED TO CONSENT

12. Approve Modification No. 1 to Contract No. 4400001439, Medicalistics, LLC, for electronic medical records software and maintenance.

RESULT: ADDED TO CONSENT

13. Approve contract award for topdressing material for athletic fields, IFB No. B1401-002-LD, to the low bidder, E.O.N.E., Ltd., dba Organics.

RESULT: ADDED TO CONSENT

14. Approve contract awards for fence construction and removal services, IFB No. B1307-002-LD, to the low bidders:

- a. Hill Country Fence, Inc., primary contractor; and
- b. H and H Fence, secondary contractor.

RESULT: ADDED TO CONSENT

Transportation and Natural Resources Dept. Items

15. Consider and take appropriate action on the following requests:
- a. A plat for recording: Avalon Phase 10 final plat (long form final plat – 55 total lots – 15.85 acres – Grails Hollow – City of Pflugerville 2-mile ETJ);
 - b. A subdivision construction agreement between Travis County and KM Avalon Ltd. and Gehan Homes Ltd.; and
 - c. The use of a cash security agreement in Precinct One. (Commissioner Davis)

RESULT: ADDED TO CONSENT

16. Consider and take appropriate action on the acceptance of Decker Lake Road from FM 973 to SH 130 into the Travis County maintained roadway system. (Commissioner Davis)

RESULT: ADDED TO CONSENT

17. Consider and take appropriate action regarding a license agreement with Boneshaker Project for a bicycle road race at Pace Bend Park in Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

18. Consider and take appropriate action to accept a donation from Preservation Austin and Inherit Austin for interpretive and historic signage in Richard Moya Park in Precinct Four. (Commissioner Gómez)

RESULT: ADDED TO CONSENT

19. Consider and take appropriate action on a plat for recording: resubdivision of lot 2 from resubdivision of lot 38, East Travis Hills (resubdivision final plat – 2 lots – High Noon – city of Austin 5-mile ETJ) in Precinct four. (Commissioner Gómez)

RESULT: ADDED TO CONSENT

Planning and Budget Dept. Items

20. Consider and take appropriate action on budget amendments, transfers and discussion items.

RESULT: ADDED TO CONSENT

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

- a. Annual application to the Office of the Governor, Criminal Justice Division, for the Travis County Veterans' Court Grant in the criminal courts;
- b. Annual application to the Office of the Governor, Criminal Justice Division, for the Indigent Defense System Evaluation Project Grant in the Criminal Courts;
- c. New application to Keep America Beautiful for a grant to receive recycling bins for use in Travis County parks; and

- d. Approve allocation of current year SCAAP resources for correctional projects in the Travis County Sheriff's Office.

RESULT: ADDED TO CONSENT

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

- a. Proposed routine personnel amendments; and
- b. Non-routine POPS salary adjustment request from Justice of the Peace Precinct Two for a variance to the Travis County Code, Section 10.03009, Voluntary Job Change.

RESULT: ADDED TO CONSENT

- 23. 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 \$515,683.34 for the period of January 24 to January 30, 2014.

RESULT: ADDED TO CONSENT

- 24. Consider and take appropriate action on the following:

- a. Tuition reimbursements for employees who have completed classes in accordance with the Tuition Refund Program, Sections 10.020 through 10.022; and
- b. Authorization for County Auditor and Treasurer to reimburse employees as listed.

RESULT: ADDED TO CONSENT

- 25. Consider and take appropriate action on approval of the architectural program and schematic design for the new Travis County District Attorney Office located at 416 West 11th Street.

Members of the Court heard from:

- Roger El Khoury, Director, Facilities Management Department (FMD)
- Talmadge Smith, Project Architect, Page
- Wendy Dunnam Tita, Director of Interiors, Page

MOTION: Approve Item 25.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Samuel T. Biscoe, Judge
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

- 26. Ratify the Judge's decision to authorize the Austin Black Lawyers Association to use the Travis County Commissioners Courtroom and waive associated fees for a special membership meeting. (Judge Biscoe)

Clerk's Note: The County Judge noted that he would produce a backup memorandum for the Court and that this Item can be reposted at the appropriate time.

RESULT: POSTPONED

- 27. Consider and take appropriate action on a request to add a mentoring policy to the Travis County Code.

Members of the Court heard from:

Debbie Maynor, Director, Human Resources Management Department (HRMD)
Leroy Nellis, Travis County resident
Gus Peña, Travis County resident
Barbara Wilson, Assistant County Attorney

MOTION: Approve Item 27, and that the policy be effective February 11, 2014.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Clerk's Note: Those requiring more information or wishing to apply to be a mentor should contact the Seedling Foundation at www.seedlingfoundation.org or Austin Partners in Education at www.austinpartners.org.

28. Consider and take appropriate action on proposed Benefit Committee membership.

RESULT: ADDED TO CONSENT

Clerk's Note: Judge Biscoe noted that the revised appointees list would include Carol Guthrie, Senior Labor Relations Officer, Local 1624, American Federation of State, County and Municipal Employees (AFSCME), Margaret Seville, Senior Planner, TCSO, and Kate Kearney, TCSO (alternate).

Other Items

29. Consider and take appropriate action on a proposal under consideration by the Board of Directors of the Strategic Housing Finance Corporation regarding additional compensation for the Executive Director of the Travis County Housing Authority. **(This matter may be taken into Executive Session under the Consultation with Attorney exception)**

RESULT: PULLED

30. Consider and take appropriate action on re-appointment of Gene Wills, Jr. to the Board of Commissioners of Emergency Services District No. 4 for the term January 1, 2014 through December 31, 2015. (Commissioner Davis)

RESULT: ADDED TO CONSENT

31. Consider and take appropriate action on the appointment of Charles Reed Boyd to the Board of Commissioners of Emergency Services District No. 5 to serve immediately through December 31, 2015. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

32. Consider and take appropriate action on acceptance of a donation of \$10,000 from the Austin Downtown Alliance for the District Attorney's Office.

RESULT: ADDED TO CONSENT

Executive Session Items

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the

item will be considered during Executive Session.

Note 1: Gov't Code Ann 551.071, Consultation with Attorney

Note 2: Gov't Code Ann 551.072, Real Property

Note 3: Gov't Code Ann 551.074, Personnel Matters

Note 4: Gov't Code Ann 551.076, Security

Note 5: Gov't Code Ann 551.087, Economic Development Negotiations

33. Consultation with the County Attorney and take appropriate action regarding a settlement offer in a condemnation proceeding on the Slaughter Lane road Improvement Project.¹

Judge Biscoe announced that Item 33 would be considered in Executive Session pursuant to Gov't. Code Ann.551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

MOTION: Reject the offer to settle and authorize staff to continue to negotiate and, if acceptable terms are resolved by staff, that they execute an appropriate contract.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Margaret J. Gómez, Commissioner

AYES: Biscoe, Davis, Todd, Daugherty, Gómez

34. Consultation with the County Attorney and take appropriate action regarding a proposed settlement of the condemnation action by the City of Austin of a transmission line easement for Austin Energy across NE Metro Park.¹

Judge Biscoe announced that Item 34 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Clerk's Note: Judge Biscoe noted that no action was required on this item at the present time. The item will be reposted at the appropriate time.

RESULT: **DISCUSSED**

35. Consider and take appropriate action on potential sites for a new Medical Examiner's facility.^{1 and 2}

Judge Biscoe announced that Item 35 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

RESULT: **DISCUSSED**

Reset for: 2/25/2014

36. Consider and take appropriate action on exercise of right of first refusal to purchase land in southwest Travis County.^{1 and 2}

Judge Biscoe announced that Item 36 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

MOTION: Take no action but notify the seller that Travis County is not interested in the property, which is, basically, a refusal.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge
SECONDER: Gerald Daugherty, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Consent Items

- C1. Receive bids from County Purchasing Agent.
- C2. Approve payment of claims and authorize County Treasurer to invest County funds.
- C3. Approve the Commissioners Court minutes for the Voting Sessions of January 28 and February 4, 2014.
- C4. Receive Revenue and Expenditure Reports and other statutorily required reports for the month of December 2013 from the County Auditor's Office.

MOTION: Approve Consent Items C1–C4 and Agenda Items 6, 7, 8, 9 10, 11, 12, 13, 14.a–b, 15.a–c, 16, 17, 18, 19, 20, 21.a–d, 22.a–b, 23, 24.a–b, 28, 30, 31, and 32.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Minutes for the Travis County Commissioners Court Tuesday, February 18, 2014 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Call to Order

Meeting called to order on February 18, 2014, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Bruce Todd	Precinct 2, Commissioner	Present
Gerald Daugherty	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

Public Hearings

1. Receive comments related to the Community Development Block Grant available from HUD regarding the Community Needs and Project Ideas for the unincorporated areas of Travis County for Program Year 2014 and funding priorities for Program Years 2014-2018.

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Gerald Daugherty, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Members of the Court heard from:

Christy Moffett, Social Services Manager, Travis County Health and Human Services (TCHHS)
 Dr. John Kim, Travis County resident
 Gus Peña, Travis County resident

Clerk's Note: Those not able to attend a Public Hearing but wishing to register a comment may fill out a Participation Form, which is accessible on the Travis County website, www.co.travis.tx.us, or contact Christy Moffett at 512-854-3460 to receive a form by mail. Project Proposal Forms may also be downloaded or obtained by contacting Christy Moffett.

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Citizens Communication

Members of the Court heard from:

Carlos León

Marcelo Tafoya, Deputy State Director, League of United Latin American Citizens (LULAC)

Fidel Acevedo, Travis County Chair, Mexican-American Democrats, President, Local 4860

LULAC

Morris Priest, Travis County resident

Dr. John Kim, Travis County resident

Gus Peña, Travis County resident

Special Items

2. Consider and take appropriate action on an order concerning outdoor burning in the unincorporated areas of Travis County.

Members of the Court heard from:

Hershel Lee, Travis County Fire Marshal

MOTION: Approve the recommended new burn ban.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Bruce Todd, Commissioner

AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Clerk's Note: Judge Biscoe noted that the burn ban would be in effect until March 19, 2014.

3. Receive briefing and updates from Central Health on the following:
 - a. Introduction of George Miller, the new Community Care CEO;
 - b. Presentation of Brenda Coleman-Beattie, Board of Managers Chairperson; and
 - c. Update on 1115 Waiver Transformation in Healthcare.

Members of the Court heard from:

Trish Young Brown, President, CEO, Central Health

Brenda Coleman-Beattie, Chairperson, Board of Managers, Central Health

George Miller, Community Care CEO, Central Health

Gus Peña, Travis County resident

RESULT: **DISCUSSED**

Resolutions and Proclamations

4. Approve proclamation commemorating the Millennium Youth Entertainment Center's fifteen years of serving the community. (Judge Biscoe and Commissioner Davis)

Members of the Court heard from:

Gus Peña, Travis County resident

MOTION: Approve the Proclamation in Item 4.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

5. Approve resolution honoring Melinda Avey on her retirement from the Travis County Tax Office for over 33 years of service.

Members of the Court heard from:

Melinda Avey, GIS Coordinator, Travis County Tax Office
Bruce Elfant, Travis County Tax Assessor-Collector
Tina Morton, Chief Deputy, Tax Assessor-Collector's Office

MOTION: Approve the resolution in Item 5.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

6. Approve resolution designating February 16 through 22, 2014 as "National LULAC Week."
(Commissioner Gomez)

Members of the Court heard from:

Marcelo Tafoya, Deputy State Director, LULAC
Gavino Fernandez, Director, District 12, LULAC
Fidel Acevedo, Travis County Chair, Mexican-American Democrats, President, Local 4860
LULAC

MOTION: Approve the resolution in Item 6.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Samuel T. Biscoe, Judge
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Planning and Budget Dept. Items

7. Consider and take appropriate action on budget amendments, transfers and discussion items.

RESULT: **ADDED TO CONSENT**

8. Review and approve requests regarding grant programs, applications, contracts and related special budgets, and permissions to continue:
 - a. New grant application to the Office of the Governor, Criminal Justice Division, for a grant entitled Streamlining Assessment Practices to Improve Youth Substance Abuse Outcomes in the Juvenile Probation Department;
 - b. Annual application to the Office of the Governor, Criminal Justice Division, for an Enhancing Services for Victims of Crime Grant in the Juvenile Probation Department;
 - c. Annual application to the Office of the Governor, Criminal Justice Division, for the Drug Court and In-Home Family Services Grant in the Juvenile Probation Department; and

- d. Annual application to the Office of the Governor, Criminal Justice Division, for the Trauma Informed Assessment and Response Grant in the Juvenile Probation Department.

RESULT: ADDED TO CONSENT

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

- a. Proposed routine personnel amendments; and
- b. Non-routine salary adjustment from the Travis County Sheriff's Office for a variance to the Travis County Code, Section 10.03002, Salary Adjustment Greater Than 10% Above Midpoint.

RESULT: ADDED TO CONSENT

10. Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$1,545,248.14 for the period of January 31 to February 6, 2014.

RESULT: ADDED TO CONSENT

11. Ratify the Judge's decision to authorize the Austin Black Lawyers Association to use the Travis County Commissioners Courtroom and waive associated fees for a special membership meeting. (Judge Biscoe)

RESULT: ADDED TO CONSENT

12. Consider and take appropriate action on the status of membership and charge for the Community Focus Committee for the proposed civil and family court house project.

Members of the Court heard from:

Belinda Powell, Capital Planning Coordinator, Planning and Budget Office (PBO)
Beverly Silas, President, Beverly Silas & Associates

RESULT: DISCUSSED

13. **At 11:00 a.m.** Consider and take appropriate action on Travis County employee parking issues in the central business district:

- a. Expanding zoned parking to all County owned parking facilities in the central business district;
- b. Proposed Commute Options Benefit Program;
- c. Phasing out of parking waiting list and termination of any County leased parking Lot agreements that become unnecessary due to zoned parking; and
- d. Amendments to Chapter 11 of the Travis County Code (Parking Policy).

Members of the Court heard from:

Mark Gilbert, Strategic Resource Planning, PBO
Donna Crosby, Attorney VII, Travis County District Attorney's Office
Corby Holcomb, Assistant Division Director, Travis County Attorney's Office
Tenley Aldrege, Assistant County Attorney
John Hille, Assistant County Attorney
Nicki Riley, Travis County Auditor

Daniel Bradford, Assistant County Attorney
Amanda Janacek, Human Resources Specialist II, Travis County District Attorney's Office
Carol Guthrie, Business Manager, Local 1624, American Federation of State, County and
Municipal Employees (AFSCME)
Barbara Misle, Chief, Mental Health Division, Travis County Attorney's Office
Marie Nickler, Office Specialist, Travis County Attorney's Office
Angela Clemens, Travis County Attorney's Office
Barbara Wilson, Assistant County Attorney
Jessica Jenny, Legal Secretary, Travis County District Attorney's Office
Greg Cox, Director, Public Integrity Unit, Travis County District Attorney's Office
Leticia Tapia-Ojeda, Legal Secretary, Travis County Attorney's Office
Susan Sullivan, Victim Counselor Senior, Travis County Attorney's Office

RESULT: DISCUSSED

Reset for: 3/4/2014

Purchasing Office Items

14. Receive update regarding RFQ No. Q1309-006-JT, Independent Representative/Compliance Architect Services for the design-build development of a new Travis County Civil and Family Court House, and authorize Purchasing Agent to commence negotiations with the highest-ranked team.

Members of the Court heard from:

Cyd Grimes, Travis County Purchasing Agent
Tenley Aldredge, Assistant County Attorney

Judge Biscoe announced that Item 14 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Approve staff's recommendation and select HOK for the project.
RESULT: **APPROVED [3 TO 0]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Bruce Todd, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty
ABSTAIN: Margaret J. Gómez
ABSENT: Ron Davis

15. Approve Modification No. 5 to Contract No. 4400000819, Workforce Solutions – Capital Area Workforce Board for child care local match transfer.

RESULT: ADDED TO CONSENT

16. Approve twelve-month extension (Modification No. 11) to Contract No. 4400000351, Limestone County, for inmate housing services.

RESULT: ADDED TO CONSENT

17. Approve contract award for Travis County Correctional Complex roof repair and restoration for Building 150, IFB No. 1312-001-PS, to the low bidder, QA Construction Services, Inc.

RESULT: ADDED TO CONSENT

18. Approve contract award for Decker Lane sidewalk improvements project, RFQ No. Q110243-LP, to the highest qualified firm, DAVCAR engineering.

RESULT: ADDED TO CONSENT

Transportation and Natural Resources Dept. Items

19. Consider and take appropriate action on a cash security agreement with Highland Homes, Ltd-Austin, for sidewalk fiscal for Commons at Rowe Lane Phase 3B for Lot 3 Block N in Precinct One. (Commissioner Davis)

RESULT: ADDED TO CONSENT

20. Consider and take appropriate action on a cash security agreement with Highland Homes, Ltd-Austin, for sidewalk fiscal for Commons at Rowe Lane Phase 3B for Lot 15 Block M In Precinct One. (Commissioner Davis)

RESULT: ADDED TO CONSENT

21. Consider and take appropriate on the approval of a preliminary plan – the Commons at Rowe Lane, Preliminary Plan, Phases VII And VIII – Windmill Ranch Avenue – 162 total Lots – 155 single-family Lots and 7 landscape, open space and drainage Lots – City of Pflugerville ETJ in Precinct One. (Commissioner Davis)

RESULT: ADDED TO CONSENT

22. Consider and take appropriate action on a request to use an alternative fiscal agreement on Avalon 5A in Precinct One. (Commissioner Davis)

RESULT: ADDED TO CONSENT

23. Consider and take appropriate action on multiple cash security agreements with Gehan Homes Ltd., for sidewalk fiscal for Avalon Phase 7B:

- a. Lot 36 Blk J \$659.04;
- b. Lot 40 Blk J \$720.00;
- c. Lot 41 Blk J \$720.00;
- d. Lot 42 Blk J \$720.00;
- e. Lot 1 Blk N \$2,211.24;
- f. Lot 2 Blk N \$720.00;
- g. Lot 3 Blk N \$720.00;
- h. Lot 4 Blk N \$720.00;
- i. Lot 5 Blk N \$967.56;
- j. Lot 6 Blk N \$1,201.56;
- k. Lot 10 Blk N \$645.12;
- l. Lot 11 Blk N \$635.64;
- m. Lot 12 Blk N \$662.88;
- n. Lot 13 Blk N \$596.28;

- o. Lot 16 Blk N \$2,626.32;
- p. Lot 2 Blk 0 \$720.00;
- q. Lot 3 Blk 0 \$720.00;
- r. Lot 4 Blk 0 \$720.00;
- s. Lot 6 Blk 0 \$656.04;
- t. Lot 9 Blk 0 \$720.00;
- u. Lot 12 Blk 0 \$2,098.68;
- v. Lot 15 Blk 0 \$720.00;
- w. Lot 17 Blk 0 \$1,183.68; and
- x. Lot 18 Blk 0 \$1,403.04 in Precinct One. (Commissioner Davis)

RESULT: ADDED TO CONSENT

24. Consider and take appropriate action on a cash security agreement with Highland Homes, Ltd-Austin, for sidewalk fiscal for West Cypress Hills Phase 1 Section 3B for Lot 60 Block B in Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

25. Consider and take appropriate action on a cash security agreement with Highland Homes, Ltd-Austin, for sidewalk fiscal for West Cypress Hills Phase 1 Section 2 for Lot 6 Block 9 in Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

26. Consider and take appropriate action on the final plat of Jackson Addition (4 Lots – 6.5 acres – Nameless Road – well water and onsite wastewater – City of Leander ETJ) in Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

27. Consider and take appropriate action on a request to use an alternative fiscal agreement for Sweetwater Ranch Section One, Village J in Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

28. Consider and take appropriate action on acceptance of a donation of \$21,500 from TXI Operations, LP for the benefit of the Colorado River Corridor Environmental Monitoring Initiative.

MOTION: Approve Item 28.

RESULT: **APPROVED [4 TO 0]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Bruce Todd, Commissioner

AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez

ABSTAIN: Ron Davis

29. Consider and take appropriate action on the following issues:

- a. Funding plan for property buyouts regarding the floods on October 31, 2013;
- b. Policy regarding commercial buyouts; and
- c. Other related issues.

Members of the Court heard from:

Steve Manilla, County Executive, Transportation and Natural Resources (TNR)
Melinda Mallia, Environmental Project Manager, TNR
Stacey Scheffel, Program Manager, On-site Sewage Facilities, TNR
Travis Gatlin, Assistant Budget Director, PBO
Julie Joe, Assistant County Attorney
Jessica Rio, Budget Director, PBO
Daniel Geraci, Executive Director, Austin Disaster Relief Network

MOTION: Approve Item 29.a and allocate \$1,186,224.00 from Allocated Reserve for residential buyouts.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Bruce Todd, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

FRIENDLY

AMENDMENT: Authorize staff to process the appropriate budget adjustment.
MOVER: Samuel T. Biscoe, Judge
RESULT: **FRIENDLY AMENDMENT ACCEPTED.**

Health and Human Services Dept. Items

30. Consider and take appropriate action on request to authorize the expenditure of \$2,000 from the Health and Human Services budget for the provision of training to Coming of Age nonprofit agency partners.

RESULT: **ADDED TO CONSENT**

Other Items

31. Consider and take appropriate action on the reappointment of Frank Fuentes to the Emergency Services District Number 4 Board of Commissioners effective immediately through December 31, 2015. (Commissioner Todd)

RESULT: **ADDED TO CONSENT**

32. **At 1:30 p.m.**

- a. Approve resolution of support for the Art at Bratton's Edge development; and
- b. Approve resolution concerning Art at Bratton's Edge development related to low income tax credits, location and construction of development.

Members of the Court heard from:

Andrea Shields, Manager, Travis County Corporations
Cliff Blount, General Counsel, Naman, Howell, Smith & Lee, LLP

MOTION: Approve the Resolution of Support in Item 32.a
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Gerald Daugherty, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSENT: Ron Davis

MOTION: Approve the resolution in Item 32.b
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Bruce Todd, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSENT: Ron Davis

Executive Session Items

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

Note 1: Gov't Code Ann 551.071, Consultation with Attorney

Note 2: Gov't Code Ann 551.072, Real Property

Note 3: Gov't Code Ann 551.074, Personnel Matters

Note 4: Gov't Code Ann 551.076, Security

Note 5: Gov't Code Ann 551.087, Economic Development Negotiations

33. Consider and take appropriate action on potential sites for a new Medical Examiner's facility.¹
and 2

Judge Biscoe announced that Item 33 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Clerk's Note: The Court directed staff to meet with the impacted neighborhood association.

RESULT: DISCUSSED

34. Consider and take appropriate action on acquisition of three conservation easements in eastern Travis County in connection with Travis County Conservation Easement Program in Precinct One.^{1 and 2}

Judge Biscoe announced that Item 34 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

MOTION: Approve the acquisition of three conservation easements in eastern Travis County as follows:

- Acquisition of a conservation easement on John Beall's property, in the amount of \$314,000.00, or 25% of the appraised value, whichever is less;
- Acquisition of a conservation easement on Wayne Lundgren's property, to provide 25% of the appraised value, or \$250,000.00, whichever is

less. This is as a match for the NRCS Farm and Ranch Protection Program; and

- Acquisition of a conservation easement on Fred Lundgren's property, to provide 25% of the appraised value, or \$125,000.00, whichever is less.

Clerk's Note: Judge Biscoe noted that the three amounts will be taken from the Travis County Conservation Easement Bond Program.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Bruce Todd, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSENT: Ron Davis

35. Consider and take appropriate action on Auditor review of NE Metro Park amenities Phase III project – Contract No. 4400000128.¹

Judge Biscoe announced that Item 35 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Clerk's Note: Judge Biscoe announced that appropriate action will be taken on this matter in the future, when this item is brought back to Court.

RESULT: **DISCUSSED**

36. Added item: Consider and take appropriate action regarding a request from the Parent Teacher Association for an access easement at 416 West 11th Street.^{1 and 2}

Judge Biscoe announced that Item 36 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

MOTION: Authorize the requested access easement, subject to compliance with statutory requirements, including an informal appraisal, if allowed, and a formal appraisal, if required.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSENT: Ron Davis

Consent Items

- C1. Receive bids from County Purchasing Agent.
- C2. Approve payment of claims and authorize County Treasurer to invest County funds.
- C3. Approve resolution saluting Dove Springs Proud for their commitment to the betterment of the community. (Commissioner Gomez)

MOTION: Approve Consent Items C1–C3 and Agenda Items 7, 8.a–d, 9.a–b, 10, 11, 15, 16, 17, 18, 19, 20, 21, 22, 23.a–x, 24, 25, 26, 27, 30, and 31.
RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Gerald Daugherty, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge

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 January, 2014 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 Wednesday, February 26, 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
January 31, 2014
(Unaudited)**

	Governmental Fund Types				Proprietary Fund Type
	General	Special Revenue	Debt Service	Capital Projects	Internal Service
Assets:					
Pooled Cash	\$ 421,203,492	\$ 54,957,080	\$ 910,519	\$ 197,946,511	\$ 43,366,102
Investments	-	1,113,826	81,967,862	-	-
Other Receivables/Other Assets	3,142,575	3,363,601	6,319	1,117,624	3,142,325
Taxes Receivable	252,639,968	-	47,661,982	-	-
Prepaid Items	514,804	-	-	-	788,608
Capital Assets	-	-	-	-	372,909
Total Assets	<u>\$ 677,500,839</u>	<u>\$ 59,434,507</u>	<u>\$ 130,546,682</u>	<u>\$ 199,064,135</u>	<u>\$ 47,669,944</u>
Liabilities:					
Accounts Payable	\$ 5,173,104	\$ 954,253	\$ -	\$ 1,493,037	\$ 75,131
Other Liabilities	13,296,126	2,467,045	962,129	830,146	13,463,824
Deferred Revenue	283,497,416	7,994,902	47,661,982	6,314,477	-
Total Liabilities	<u>301,966,646</u>	<u>11,416,200</u>	<u>48,624,111</u>	<u>8,637,660</u>	<u>13,538,955</u>
Equity:					
Fund Balance / Retained Earnings	<u>375,534,193</u>	<u>48,018,307</u>	<u>81,922,571</u>	<u>190,426,475</u>	<u>34,130,989</u>
Total Liabilities and Fund Equity	<u>\$ 677,500,839</u>	<u>\$ 59,434,507</u>	<u>\$ 130,546,682</u>	<u>\$ 199,064,135</u>	<u>\$ 47,669,944</u>

**FY 2014 Budgeted Funds
Budget to Actual
January 31, 2014
(Unaudited)**

	Full Yr Budget	YTD Actual	Balance	*Non-Budgeted YTD Actual
General Fund				
Revenues	\$ 500,523,676	\$ 368,562,554	\$ 131,961,122	\$ -
Expenditures and encumbrances	570,012,757	229,869,427	340,143,330	-
Special Revenue				
Revenues	39,906,446	23,108,543	16,797,903	12,916,963
Expenditures and encumbrances	37,761,176	15,943,086	21,818,090	16,914,041
Debt Service				
Revenues	79,483,849	62,308,812	17,175,037	1,351,492
Expenditures and encumbrances	80,822,786	-	80,822,786	2,201
Capital Projects				
Revenues	109,418	760,841	(651,423)	412,374
Expenditures and encumbrances	180,945,627	80,621,357	100,324,270	13,731,795
Internal Service				
Revenues	66,096,181	19,393,308	46,702,873	-
Expenses	68,321,529	20,476,434	47,845,095	-

**Cash Receipts and Disbursements Statement
For the Month of January 2014**

	Beginning Balance	Receipts	Disbursements	Ending Balance
General Fund	\$ 242,414,848	\$ 265,789,566	\$ 87,000,922	\$ 421,203,492
Special Revenue Funds	53,406,176	10,803,855	9,252,951	54,957,080
Debt Service Funds	401,447	35,644,894	35,135,822	910,519
Capital Project Funds	201,102,403	2,396,027	5,551,919	197,946,511
Internal Service Funds	44,741,345	4,916,557	6,291,800	43,366,102
	<u>\$ 542,066,219</u>	<u>\$ 319,550,899</u>	<u>\$ 143,233,414</u>	<u>\$ 718,383,704</u>

**Statement of Interfund Transfers
For The Four Months Ended January 31, 2014
(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	
Capital Project Funds	Debt Service - Tax Exempt	63,197	
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: March 4, 2014

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

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

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

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE: Approve setting a public hearing on Tuesday, March 25, 2014 to receive comments regarding a request to authorize the filing of an instrument to vacate two five foot wide public utility easements located along the common lot line of Lots 755 and 756 of Apache Shores, Section 3 – Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

TNR staff has received a request to authorize the filing of an instrument to vacate two five foot wide public utility easements (PUEs) located along the common lot line of Lots 755 and 756 of Apache Shores, Section 3. The easements are dedicated per plat note. Lots 755 and 756 front on Tishomingo Trail, a street not maintained by Travis County.

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

STAFF RECOMMENDATIONS:

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

ISSUES AND OPPORTUNITIES:

According to the request letter the owner would like to vacate the two subject easements in order to build over the property lot line. Vacating the easements should resolve any potential encroachment issues.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

ATTACHMENTS/EXHIBITS:

Order of Vacation
Field Notes
Request Letter
Utility Statements
Maps

REQUIRED AUTHORIZATIONS:

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

CC:

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

SM:AB:ps

1101 - Development Services Long Range Planning - Apache Shores, Section 3

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owner requests the vacation of two five foot wide public utility easements located along the common lot line of Lots 755 and 756 of Apache Shores Section 3 as recorded at Book 50, Page 81 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 two 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 two 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 March 25, 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 755 and 756 of Apache Shores, Section 3, 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

8405 Delavan Ave
Austin, Tx 78717



Off: (512) 258-6842
Cell: (512) 659-4266

westsurveyors@austin.tx.com

FIELD NOTE DESCRIPTION

Partial Release of Easements
Lots 755 & 756 Apache Shores, Section 3

BEING TWO 5 FOOT WIDE PUBLIC UTILITY EASEMENTS, FIVE FEET ON EITHER SIDE OF THE COMMON LINE OF LOTS 755 AND 756 OF APACHE SHORES, SECTION NUMBER 3, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, SAID SUBDIVISION BEING RECORDED BY PLAT IN BOOK 50, PAGE 81 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, LOCATED AT 2103 TISHOMINGO TRAIL, THE BOUNDARY OF SAID EASEMENTS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (See attached plat of survey on legal sized sheet prepared by West Surveyors, Inc. dated January 6, 2014);

COMMENCING at a cottongin spindle set in the South Right-of-Way line of Tishomingo Trail for the Northern most common corner of above mentioned Lots 755 and 756;

THENCE departing the said South R.O.W. line of Tishomingo Trail and along the said common lot line, South 09d 59' 43" West, a distance of 10.00 feet to a point in the centerline and at the Northern most edge of said 5 foot wide P.U.E.'s, also being on the South edge of an existing 10 foot wide P.U.E.;

THENCE along the said Northern edge of said 5' foot wide P.U.E. and crossing into Lot 756, South 80d 06' 00" East, a distance of 5.00 feet to the **POINT OF BEGINNING** and Northeast corner of the herein described easements to be released;

THENCE parallel to and 5 feet East of said common lot line and through said Lot 756, South 09d 59' 43" West, a distance of 135.07 feet to a point for the Southeast corner of the herein described easement, for a point on the Northern edge of an existing 5 foot wide Utility Easement;

THENCE along the said Northern edge of the Utility Easement and crossing from said Lot 756 into Lot 755, North 80d 04' 04" West, a distance of 10.00 feet to a point for the Southwest corner of the herein described easement;

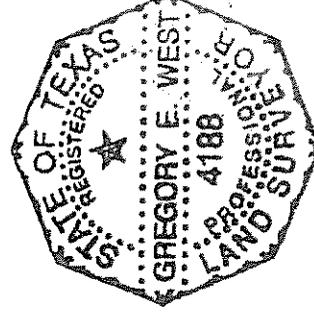
THENCE departing the said Northern edge of said 5 foot easement, running parallel to and 5 feet West of the aforesaid common lot line and through aforementioned Lot 755, North 09d 59' 43" East, a distance of 135.07 feet to the point for the Northwest corner of the herein described easement, said corner being on the South edge of aforementioned 10 foot P.U.E.;

THENCE running along the South edge of said 10 foot P.U.E., South 80d 06' 00" East, a distance of 10.00 feet to the **POINT OF BEGINNING** and containing a calculated area of **1,351 Square Feet** of land subject to easements, conditions or restrictions of record, if any.

I hereby certify that the foregoing Field Notes were prepared from a survey on-the-ground, under my supervision and are true and correct to the best of my knowledge and belief.

Witness my hand and seal this the 6th day of January 2014.

Gregory E. West, R.P.L.S. No. 4188
West Surveyors, Inc.
8405 Delavan Avenue
Austin, Texas 78717
Project No. L042-01



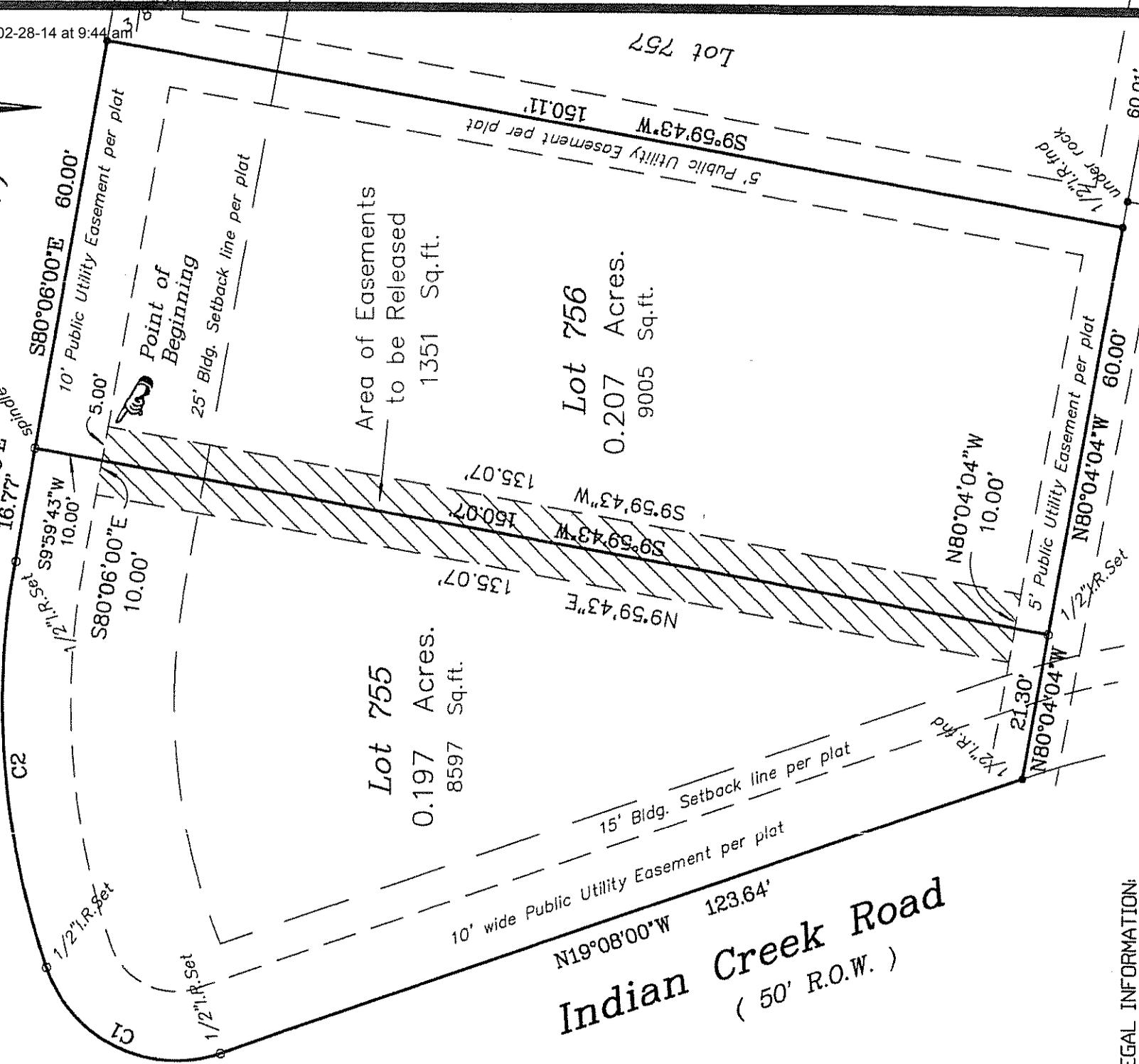
PLAT OF SURVEY

Scale: 1"=20'

Created 02-28-14 at 9:44 am

Tishomingo Trail

(50' R.O.W.)



Lot 755
0.197 Acres.
8597 Sq.ft.

Lot 756
0.207 Acres.
9005 Sq.ft.

Area of Easements
to be Released
1351 Sq.ft.

Indian Creek Road
(50' R.O.W.)

LEGAL INFORMATION:

Being Lots 755 & 756, APACHE SHORES, SECTION NO. 3, a subdivision plat recorded in Plat Book 50, Page 81 of the Plat Records of Travis County, Texas.

Client Carl D. Luce

Scale 1" = 20' Job No. L042-01

Street Address 2103 Tishomingo Trail

Title Report G.F. # none provided.

Curve Data Table

Field Book 56 Page 02

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	89°58'57"	31.41'	20.00'	N25°52'00"E	28.28'
C2	28°09'44"	59.53'	116.96'	N65°22'39"E	58.89'

This Survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition III Survey.

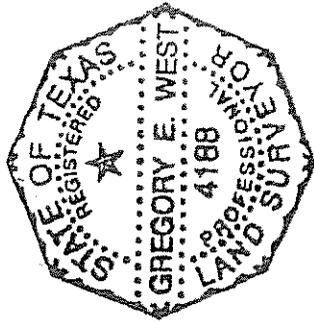
(Survey performed: April 26, 2012)

WEST SURVEYORS, INC.

8406 Delavan Avenue
Austin, Texas 78717
Ph. (512) 258-0642
"westsurveyors@austin.rr.com"

Gregory E. West
Gregory E. West, R.P.L.S. No. 4188

JAN. 6, 2014
Date



Carl D. Luce

2103 Tishomingo Trail

Austin, TX 78734

512-289-7591

January 9, 2014

To Whom It May Concern:

Concerning: Easement vacating at center line adjoining Lot 755-756 Apache Shores Section 3 Amende D

I would like the easement between these two lots removed to enable me to build over the property lot line.

Carl Luce

A handwritten signature in black ink, appearing to read "Carl Luce". The signature is written in a cursive style with large, flowing letters.



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: 6/27/13

A release of the following utility easement(s) is hereby requested.
(\$30.00 fee is required)

Property Address: 2103 Tishomingo Tr

Legal Description: lots 755 and 756
Apache Shores Section 3

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

Applicant Name: Carl D Luce

Address: 2103 Tishomingo Tr
Austin Tx 78734

Reason for Request: To cancel. date lots for
construction

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.

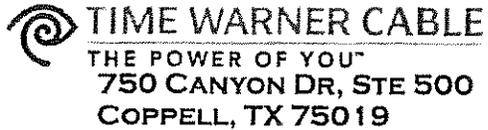
Water District 17 **DOES** have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Gary H. Bennett 6/28/13
Signature Date
Reviewer: Gary Bennett

Deborah S. Gernes 7/1/2013
Signature Date
Deborah S. Gernes

Printed Name
General Manager Travis County WCID #17
3812 Eck Lane
Title Austin, TX 78734

Please return this completed form to:
Name Carl Luce
Address 2103 Tishomingo Tr
Austin Tx 78734
City/State/Zip
Phone: 512-467-2241
Fax: _____
Email: Carl.luce@
Gmail.com.



July 16, 2013

2103 Tishomingo Trail
Austin, TX 78734

SUBJECT: Easement Release for 2103 Tishomingo Trail, Austin TX

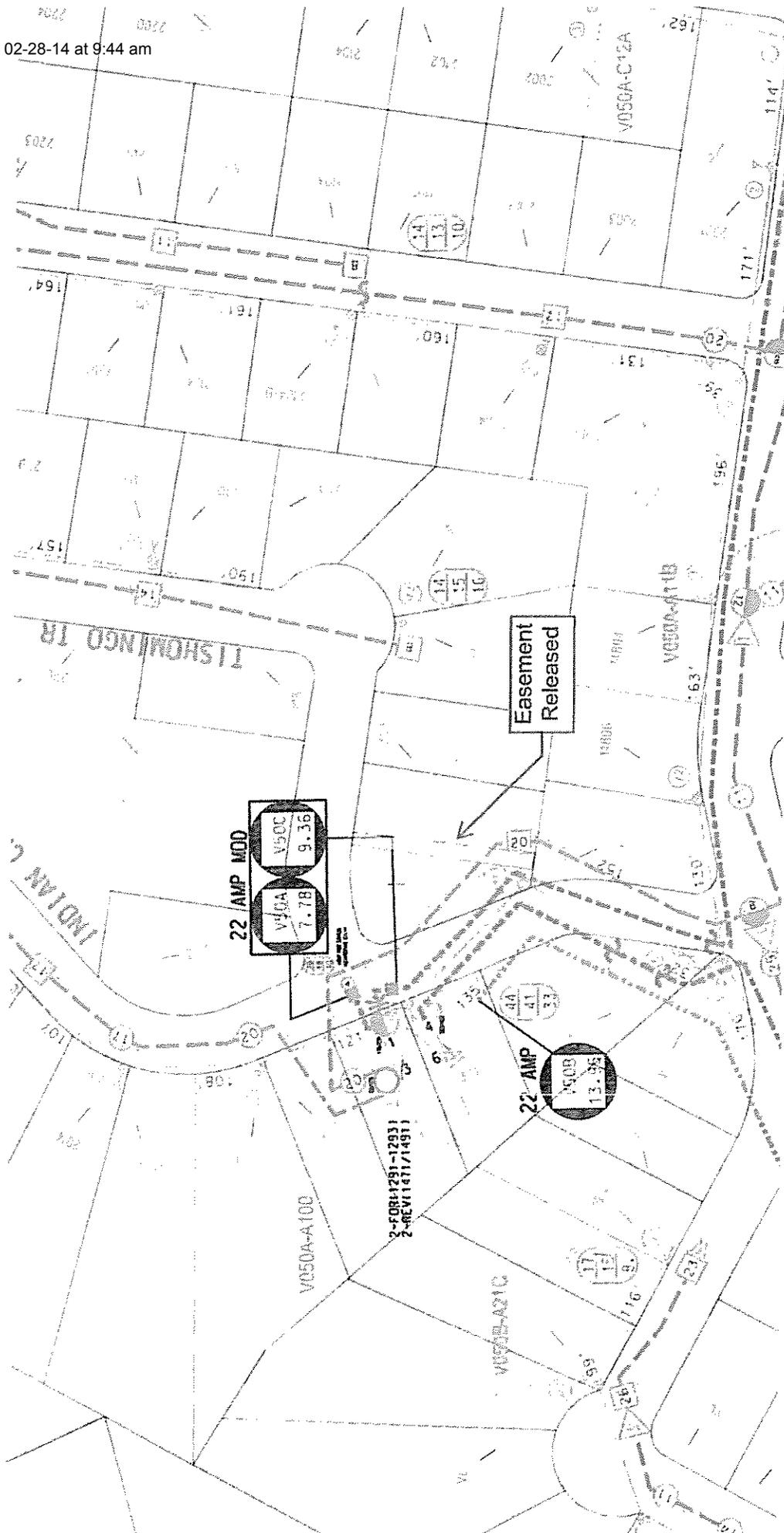
We have reviewed your request for the above referenced Utility Easement, and Time Warner Cable (TWC) hereby grants the abandonment of the ROW between Lot 755 and Lot 756 for 2103 Tishomingo Trail within the city of Austin TX, 78734.

If applicable, please contact the Texas Excavation Safety System (Texas811) to have facilities marked & located within affected easements before any excavations are started.

For future reference, please send all utility coordination, abandonments, encroachments, plat signatures, or serviceability requests, or notices of relocation to west-engineering-relo@twcable.com. Please share this information with whoever needs these services.

Sincerely,

A large, complex, and somewhat illegible handwritten signature in black ink, consisting of multiple overlapping loops and lines.





SOUTHWESTERN BELL TELEPHONE COMPANY

RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT, entered into by *SOUTHWESTERN BELL TELEPHONE COMPANY*, a Delaware corporation, GRANTOR, AND *Carl Luce*, 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 755 and 756, Apache Shores, Section 3, Deed of record in Document 2010114746, Property Records of Travis County, Texas

Said land of GRANTEE being subject to:

Easements recorded in Volume 50, Page 81, Plat Records of Travis County, Texas,

The portion of said easements to be hereby released is described as follows:

All of the 5 foot PUE along the common property lines of said Lots 755 and 756, 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 15th day of JULY, 2013

SOUTHWESTERN BELL TELEPHONE COMPANY

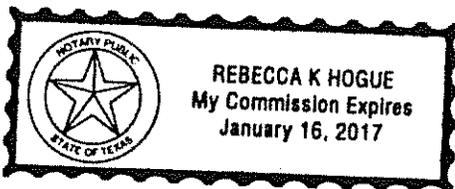
Name: DAVID A. WILLIAMS

Title: MANAGER PUE & EASEMENTS

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 15th day of JULY, 2013.

Notary Public in and for the State of TEXAS
My Commission Expires Jan 2017



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 2103 Tishomingo Trail, Austin, TX 78734 (address) and/or Lots 755 & 756, Apache Shores Section Three (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

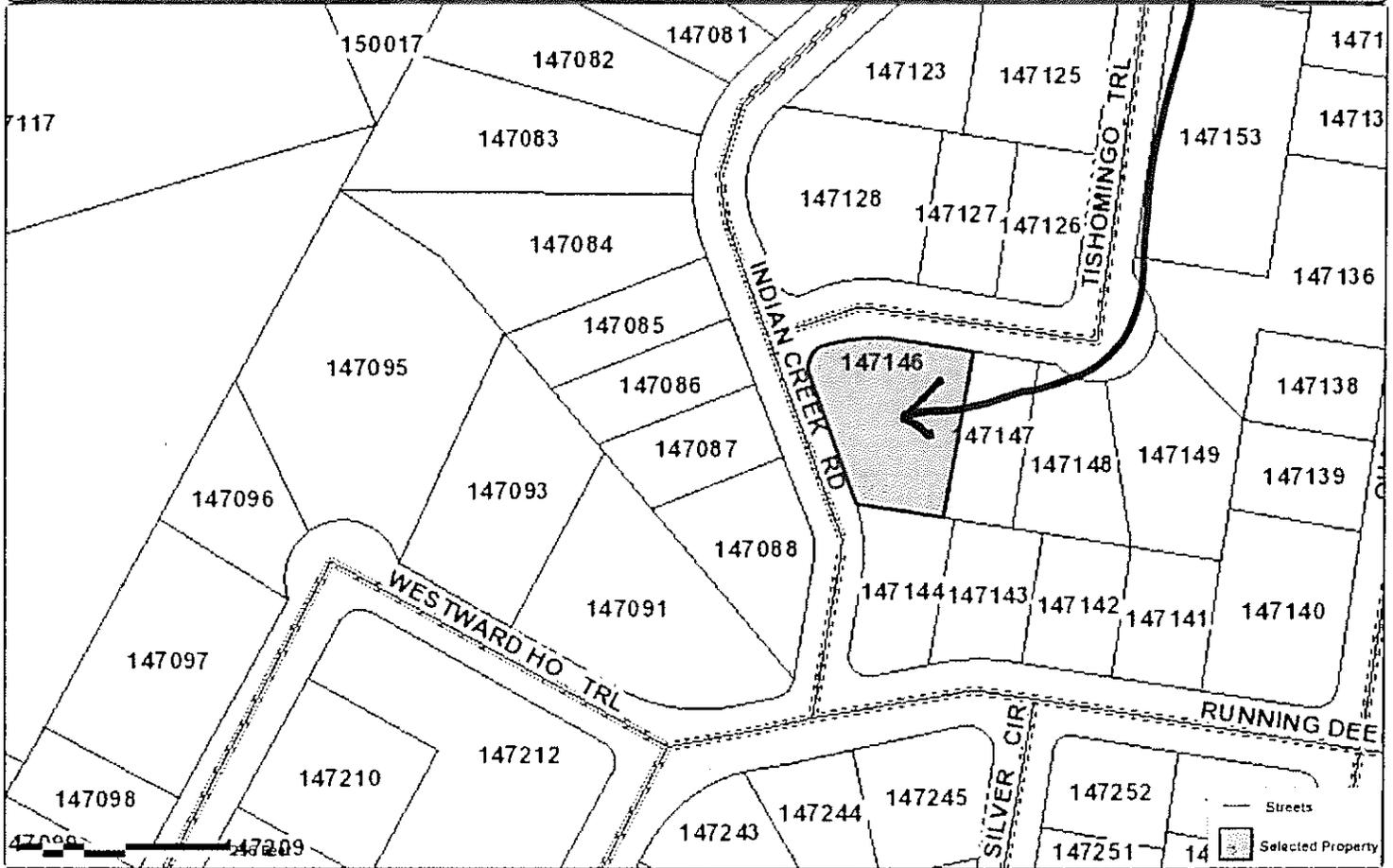
- We do not have need for an easement on the property as described in the accompanying document.
- We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.


 Signature
 Sonny Poole
 Printed Name
 Mgr., PIRES
 Title
 Austin Energy
 Utility Company or District
 July 10, 2013
 Date

Please return this completed form to:

Carl D. Luce
 Name
2103 Tishomingo Trail
 Address
Austin, TX 78734
 City/State/Zip

Travis CAD - Map of Property ID 147146 for Year 2014



Property Details

Account

Property ID: 147146
 Geo ID: 0145600519
 Type: Real

Legal Description: LOT 755-756 APACHE SHORES SEC 3 AMENDED

Location

Situs Address: 2103 TISHOMINGO TRL TX 78734
 Neighborhood: R4110 APACHE SHORES
 Mapsco: 490U
 Jurisdictions: 0A, 03, 07, 2J, 52

Owner

Owner Name: LUCE CARL DEAN
 Mailing Address: , 2103 TISHOMINGO TRL, , AUSTIN, TX 78734-2866

Property

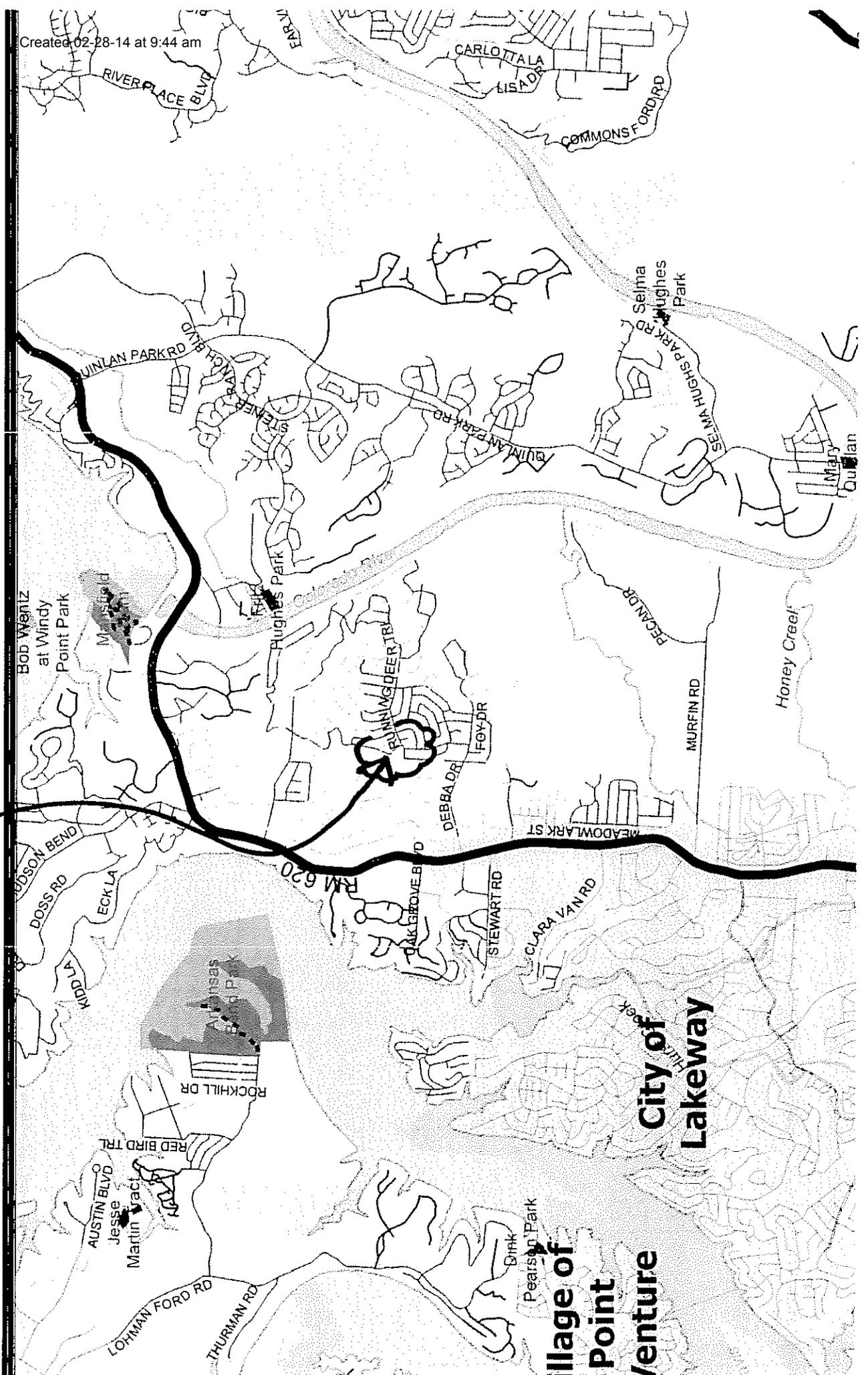
Appraised Value: N/A

<http://propaccess.traviscad.org/Map/View/Map/1/147146/2014>



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.

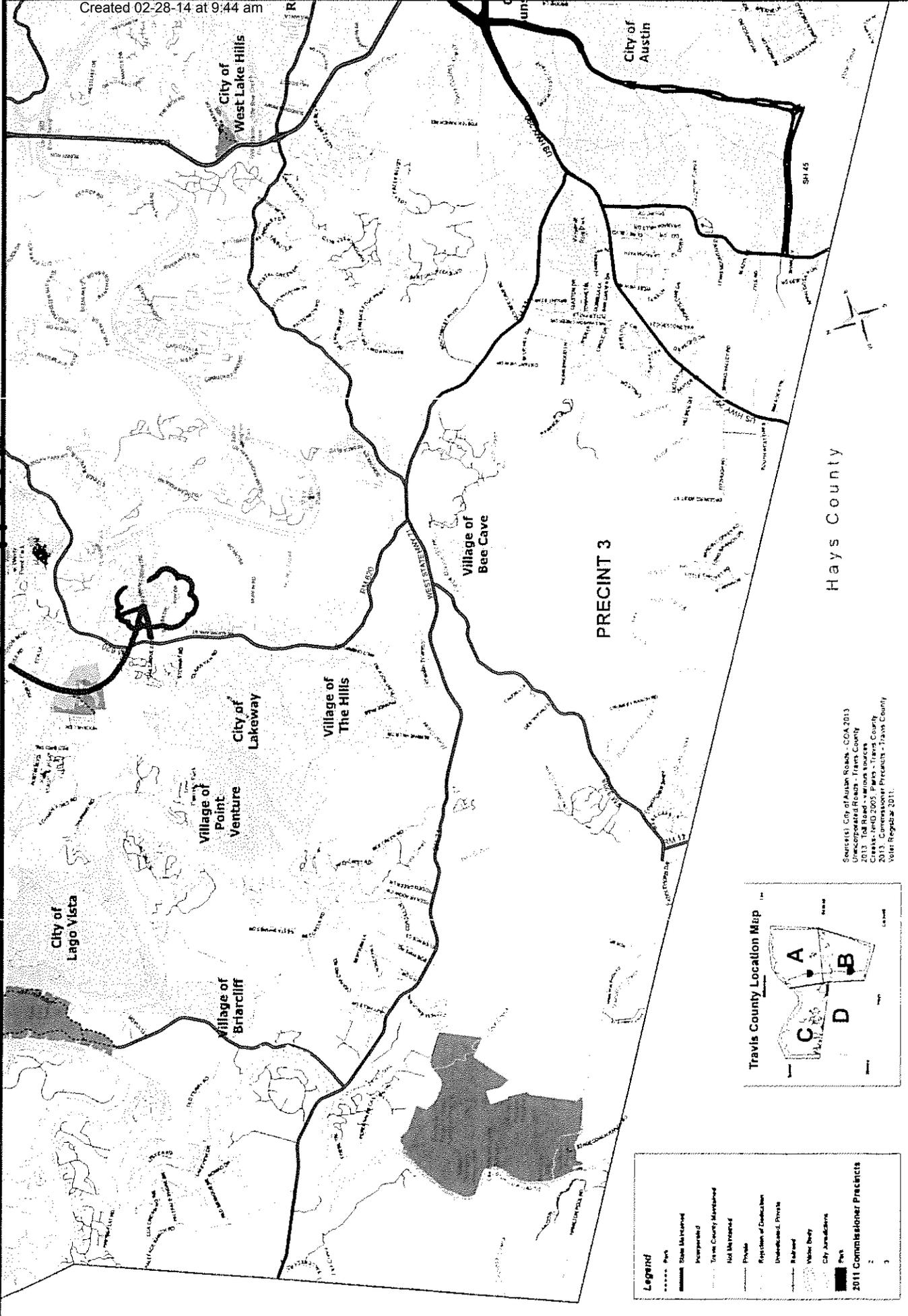
Site Area



City of
Lakeway

illage of
Point
venture

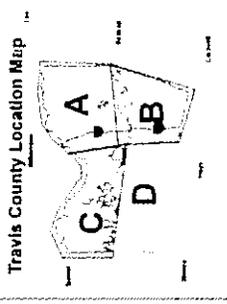
Site Area



Hays County

PRECINCT 3

Sources: City of Austin Roads - COA 2013
Unincorporated Roads - Travis County
2013 Toll Road - Various Sources
2013 City of West Lake Hills - Travis County
2013 Commissioner Precincts - Travis County
Voter Register 2011.



Legend

- Park
- State Maintained
- Unimproved
- Travis County Maintained
- Not Maintained
- Private
- Right-of-Way Construction
- Undeveloped Private
- Railroad
- Water Body
- City Jurisdiction
- Park

2011 Commissioner Precincts

- 1
- 2
- 3

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

Travis County Roadways, Map D



Travis County Commissioners Court Agenda Request Northwest Travis County Road District No. 3

Meeting Date: March 4, 2014

Prepared By/Phone Number: Robert Resnick, Commissioners Court Specialist, 512-854-4722

Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, Travis County Clerk

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: Approve the Northwest Travis County Road District No. 3 (Golden Triangle) Minutes for the Voting Sessions of February 11 and 18, 2014.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

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



Minutes for the Northwest Travis County Road District No. 3 (Golden Triangle) Tuesday, February 11, 2014 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Meeting called to order on February 11, 2014, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Bruce Todd	Precinct 2, Commissioner	Present
Gerald Daugherty	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

1. Approve payment of claims and authorize County Treasurer to invest Road District funds.

MOTION: Approve the investments in Item 1.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Gerald Daugherty, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

2. Approve the Northwest Travis County Road District No. 3 (Golden Triangle) minutes for the Voting Sessions of January 28 and February 4, 2014.

MOTION: Approve Item 2.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Gerald Daugherty, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Minutes for the Northwest Travis County Road District No. 3 (Golden Triangle) Tuesday, February 18, 2014 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Meeting called to order on February 18, 2014, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Absent
Bruce Todd	Precinct 2, Commissioner	Present
Gerald Daugherty	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

1. Approve payment of claims and authorize County Treasurer to invest Road District funds.

MOTION: Approve the investments in Item 1.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Gerald Daugherty, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSENT: Ron Davis

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Travis County Commissioners Court Agenda Request Travis County Bee Cave Road District No. 1

Meeting Date: March 4, 2014

Prepared By/Phone Number: Robert Resnick, Commissioners Court Specialist, 512-854-4722

Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, Travis County Clerk

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: Approve the Bee Cave Road District No. 1 (Galleria) Minutes for the Voting Sessions of February 11 and 18, 2014.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials 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 for the Travis County Bee Cave Road District No. 1 (Galleria) Tuesday, February 11, 2014 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Meeting called to order on February 11, 2014, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Bruce Todd	Precinct 2, Commissioner	Present
Gerald Daugherty	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

1. Approve payment of claims and authorize County Treasurer to invest Road District funds.

MOTION: Approve the investments in Item 1.
RESULT: **APPROVED [4 TO 0]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Gerald Daugherty, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSTAIN: Ron Davis

2. Approve the Bee Cave Road District No. 1 (Galleria) minutes for the Voting Sessions of January 28 and February 4, 2014.

MOTION: Approve Item 2.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Gerald Daugherty, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Minutes for the Travis County Bee Cave Road District No. 1 (Galleria) Tuesday, February 18, 2014 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Meeting called to order on February 18, 2014, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Absent
Bruce Todd	Precinct 2, Commissioner	Present
Gerald Daugherty	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

1. Approve payment of claims and authorize County Treasurer to invest Road District funds.

MOTION: Approve the investments in Item 1.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Gerald Daugherty, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSENT: Ron Davis

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge