



## Travis County Commissioners Court Agenda Request

**Meeting Date:** April 1, 2014  
**Prepared By/Phone Number:** Cheryl Brown, Executive Assistant  
Office of the Travis County Judge  
512-854-9555

**Elected/Appointed Official/Dept. Head:** Samuel T. Biscoe  
Travis County Judge

**Commissioners Court Sponsor:**

### **AGENDA LANGUAGE:**

APPROVE RESOLUTION RECOGNIZING NATIONAL CRIME VICTIMS' RIGHTS WEEK FROM APRIL 6 THROUGH APRIL 12, 2014 AND HONORING THE STATEWIDE COALITION FOR HOSTING THE 30TH ANNUAL EVENT IN TRAVIS COUNTY.

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

Please see attached.

### **STAFF RECOMMENDATIONS:**

### **ISSUES AND OPPORTUNITIES:**

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

### **REQUIRED AUTHORIZATIONS:**

**WHEREAS,** The Crime Victims' Rights Movement in the United States is founded on the idea that, FROM the late modern period up to 1970, the American justice system strayed too far from its victim-centric origins. Since then, the movement has worked to give victims a more meaningful role in criminal proceedings, aiming at the inclusion of "the individual victim as a legally recognized participant with rights, interests, and a voice";

**WHEREAS,** In 1984, the Crime Victims Fund was established by the Victims of Crime Act to provide a permanent source of support for crime victim services and compensation through fines and penalties paid by convicted offenders;

**WHEREAS,** The Crime Victim Fund today supports thousands of victim assistance programs that provide help and support to child victims of violence and sexual abuse, stalking victims, survivors of homicide victims, victims of drunk-driving cases, and victims of domestic, dating and sexual violence and other crimes;

**WHEREAS,** **Victims' Rights** are legal rights afforded to victims of crimes, which include the right to restitution, the right not to be excluded from criminal justice proceedings, and the right to speak at criminal justice proceedings;

**WHEREAS,** The most important solution to address crime victimization in Travis County, our state and our nation is a collective understanding of the devastating emotional, physical, financial, spiritual and social impact of crime on survivors, and a collective commitment to provide support and services to victims in need of help;

**WHEREAS,** Crime Victims' Rights Coalition of Texas will observe April 6 through 12, 2014 as "Crime Victim's Right Week" Texas, and will commemorate the 30 - year Anniversary of the passage of the Victims of Crime Act in 1984. This year's theme is "30 Years: Restoring the Balance of Justice"; and

**WHEREAS,** It is appropriate that residents of Travis County join forces with victim services providers, criminal justice agencies and other concerned entities to raise awareness of victims' rights and observe National Crime Victims' Week.

NOW, THEREFORE, BE IT RESOLVED THAT WE, THE MEMBERS OF THE TRAVIS COUNTY COMMISSIONERS COURT, DO HEREBY PROCLAIM APRIL 6 THROUGH 12, 2014 AS

**“CRIME VICTIMS’ RIGHTS WEEK”**

IN TRAVIS COUNTY, TEXAS AND URGE ALL RESIDENTS OF TRAVIS COUNTY TO JOIN US IN COMMENDING THE TEXAS CRIME VICTIMS’ RIGHTS COALITION FOR ITS STEADFAST COMMITMENT TO ENSURING THAT CRIME VICTIMS ARE AFFORDED THE SERVICES AND OPPORTUNITIES THEY SO RICHLY DESERVE.

Signed and entered on this 1<sup>st</sup> day of April, 2014.

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SAMUEL T. BISCOE  
County Judge

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RON DAVIS  
Commissioner, Pct. 1

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BRUCE TODD  
Commissioner, Pct. 2

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GERALD DAUGHTERTY  
Commissioner, Pct. 3

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MARGARET GOMEZ  
Commissioner, Pct. 4



## Travis County Commissioners Court Agenda Request

**Meeting Date:** April 1, 2014  
**Prepared By/Phone Number:** Cheryl Brown, Executive Assistant  
Office of the Travis County Judge  
512-854-9555

**Elected/Appointed Official/Dept. Head:** Samuel T. Biscoe  
Travis County Judge

**Commissioners Court Sponsor:**

### **AGENDA LANGUAGE:**

APPROVE PROCLAMATION DECLARING THE MONTH OF APRIL 2014 AS "LIGHT OF HOPE – NATIONAL CHILD ABUSE AWARENESS MONTH" IN TRAVIS COUNTY.

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

Please see attached.

### **STAFF RECOMMENDATIONS:**

### **ISSUES AND OPPORTUNITIES:**

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

### **REQUIRED AUTHORIZATIONS:**

**WHEREAS,** A society is judged not by how it serves its most powerful members, but by how it protects its most vulnerable members. Every child has a right to live in good health, learn and grow in a safe environment, receive care and protection and develop a positive self-image;

**WHEREAS,** “Light of Hope” began several years ago as a candlelight ceremony commemorating April as National Child Abuse Awareness Month. It continues to be a collaborative effort of the Travis County Sheriff’s Office and local service organizations that are united by the mission of protecting children;

**WHEREAS,** Surveys have shown that although a majority of Americans believe that everyone should play a role in stopping child abuse, many people admit to witnessing child abuse and doing nothing about it. The reasons for not reporting abuse include not knowing where to call and incorrect assumptions regarding what will happen once a report is made to police or a child protective services agency;

**WHEREAS,** In FY 2013, there were **66,398** confirmed victims of child abuse/neglect Statewide in Texas. Of those, **2645** were in Travis County. **Five** children died due to abuse/neglect and **639** children entered CPS substitute care in Travis County;

**WHEREAS,** Child abuse, like any type of violence, does not discriminate. It occurs within every ethnic, religious and socio-economic group. Our entire community must increase its awareness of present day problems and the resulting impact on children;

**WHEREAS,** On Thursday, April 10, 2014 from 5:00 to 7:00 PM, the Travis County Sheriff’s Office, Texas Department of Family and Protective Services along with other community partners will hold a Light of Hope celebration at the Carver Library;

**WHEREAS,** The theme for this year’s Child Abuse Awareness Month is “Be The Light In A Child’s Life”;

**WHEREAS,** “Child Abuse Prevention Month” is a perfect opportunity for the community to come together with “Light of Hope” and the Travis County Sheriff’s Office to promote the prevention of child abuse and neglect, increase the understanding of its causes and encourage the community to use available resources to protect Travis County children;

**WHEREAS,** Travis County has a model response to child abuse in our community. In conjunction with the Travis County Sheriff Office and Child Protective Services, the team includes: Austin Police Department, Austin Independent School District Police, Center for Child Protection, Dell Children’s Medical Center of Texas, Texas Department of Family and Protective Services, Travis County District Attorney’s Office, police departments of Elgin Jonestown, Lago Vista, Lakeway, Leander, Manor, Mustang Ridge and Pflugerville, Pflugerville Independent School District, Rollingwood, Sunset Valley, University of Texas at Austin and Westlake Hills; and

**WHEREAS,** When we provide for our children, we provide for their future and our future as well. Together as a community, we can truly make a difference.

NOW, THEREFORE, BE IT RESOLVED THAT WE, THE MEMBERS OF THE TRAVIS COUNTY COMMISSIONERS COURT, DO HEREBY PROCLAIM THE MONTH OF APRIL AS:

**“LIGHT OF HOPE - NATIONAL CHILD ABUSE AWARENESS MONTH”**

IN TRAVIS COUNTY, AND ENCOURAGE ALL RESIDENTS TO SUPPORT “LIGHT OF HOPE” AND THE TRAVIS COUNTY SHERIFF’S OFFICE IN THE CRUSADE TO END CHILD ABUSE.

SIGNED AND ENTERED THIS 1ST DAY OF APRIL, 2014.

\_\_\_\_\_  
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

# Light of Hope

*Be the light in a child's life!*

Please help Austin stop Child Abuse NOW.  
Every child has the right to grow up safe.  
Together we can make a difference.

Thursday APRIL 10  
2014  
5:00-7:00PM

Carver Branch Library  
1611 ANGELINA ST.  
AUSTIN, TX  
7 8 7 0 2

**FREE** FOOD  
GIVEAWAYS  
FAMILY ACTIVITIES

512.834.3851

*Questions?*  
brenda.jones@dfps.state.tx.us





# Travis County Commissioners Court Agenda Request

**Meeting Date:** April 1, 2014

**Prepared By/Phone Number:** Kris Nilsen, 854-4820

**Elected/Appointed Official/Dept. Head:** Debbie Maynor, 854-9170 

**Commissioners Court Sponsor:** Margaret J. Gomez, Commissioner Pct. 4

## **AGENDA LANGUAGE:**

Approve proclamation to declare April 2014 as National County Government Month.

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

The purpose of this proclamation is to formally observe the month of April as National County Government Month.

Each year since 1991 the National Association of Counties has encouraged counties across the country to actively promote their own programs and services to the public they serve.

## **STAFF RECOMMENDATIONS:**

HRMD recommends approval.

## **ISSUES AND OPPORTUNITIES:**

NA

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

Costs are routine and are covered within the standard HRMD operational budget.

## **REQUIRED AUTHORIZATIONS:**

Kim Austin-Smith, Human Resources Management Department, 854-4707

Leslie Browder, Planning and Budget Office, 854-9106

County Auditor's Office 854-9125

County Treasurer's Office 854-9365

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



**National County Government Month - April 2014**  
**“Ready and Resilient Counties: Prepare. Respond. Thrive.”**

**WHEREAS**, the nation’s 3,069 counties serving more than 300 million Americans provide essential services to create healthy, safe, vibrant and economically resilient communities; and

**WHEREAS**, counties build infrastructure, maintain roads and bridges, provide health care, administer justice, keep communities safe, run elections, manage solid waste, keep records and much more; and

**WHEREAS**, Travis County and all counties take pride in their responsibility to protect and enhance the health, welfare and safety of its residents in sensible and cost-effective ways; and

**WHEREAS**, in order to remain healthy, vibrant, safe, and economically competitive, America’s counties must be able to anticipate and adapt to all types of change; and

**WHEREAS**, through National Association of Counties President Linda Langston’s Resilient Counties initiative, NACo is encouraging counties to focus on how they prepare and respond to natural disasters and emergencies or any situation that the counties may face, such as economic recovery or public health and safety challenges; and

**WHEREAS**, each year since 1991 the National Association of Counties has encouraged counties across the country to actively promote their own programs and services to the public they serve; and

**WHEREAS**, the Travis County Government’s approximately 5,000 employees judiciously manage taxpayers’ dollars to ensure accountability, efficiency, effectiveness in the delivery of the aforementioned services;

**NOW, THEREFORE, LET IT BE KNOWN THAT WE**, members of the Commissioners Court, do hereby proclaim April 2014 as National County Government Month and encourage all county officials, employees, schools and residents to participate in county government celebration activities.

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**SAMUEL T. BISCOE**

**County Judge**

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**RON DAVIS**

**Commissioner, Pct. 1**

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**BRUCE TODD**

**Commissioner, Pct. 2**

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**GERALD DAUGHERTY**

**Commissioner, Pct. 3**

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**MARGARET J. GOMEZ**

**Commissioner, Pct. 4**

# Travis County Commissioners Court



## Resolution

WHEREAS, in the fall of 2007, Inocencio Vasquez, affectionately known as "Chencho", launched his career with Travis County as Social Services Program Administrator or Site Supervisor at Travis County's South Rural Community Center in Del Valle where his tenure was marked by a commitment to the community, the clients and the staff;

WHEREAS, in response to the changing demographic and community needs, Chencho volunteered to be reassigned to work at the County's East Rural Community Center in Manor, where he continued working with community leaders and staff to serve the needs and protect the dignity and privacy of residents, embarking on an unprecedented, targeted plan of outreach to those experiencing language barriers;

WHEREAS, Mr. Vasquez' talents, skills, abilities, conviction to quality, and ethical professionalism, have earned him the respect of the communities he has served and the admiration and respect of his co-workers and staff;

WHEREAS, Chencho believes that his accomplishments would not have been possible without the dedicated, creative and passionate Family Support Services' staff at Travis County Health and Human Services and Veterans Service, as well as the volunteers, interns, colleagues committed to serving our fellow man;

WHEREAS, his work and commitment to the rights of all workers, particularly his Union brothers and sisters of AFSCME Local 1624 – where all are treated fairly and humanely, opportunity for employment and advancement becomes more equal, and creating a place where we can all do better becomes a reality – are an inspiration and an example that managers and employees everywhere would be wise to emulate;

WHEREAS, Chencho has seen fit to take this opportunity to devote more time to his Catholic Faith and pursue new business ventures in his retirement, as well as spend time with his loving and devoted family; and

WHEREAS, it is fitting that we honor Inocencio Vasquez on the occasion of his retirement, March 31<sup>st</sup>, which coincides with the celebration of the birth and life of Cesar Chavez, a recognized leader at the forefront of the struggle for social justice, and affirm that his contributions will remain a part of Travis County for years to come.

NOW, THEREFORE, BE IT RESOLVED THAT WE, THE TRAVIS COUNTY COMMISSIONERS COURT, DO HEREBY EXTEND SINCERE APPRECIATION AND CONGRATULATIONS TO INOCENCIO VASQUEZ FOR DEDICATED SERVICE TO TRAVIS COUNTY AND OUR BEST WISHES TO HIM ON HIS WELL-EARNED RETIREMENT.

SIGNED AND ENTERED THIS \_\_\_\_ DAY OF APRIL 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:** April 1, 2014

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

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

*Carol B. Jorgensen*

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

**Sponsoring Court Member:** Commissioner Daugherty, Precinct Three

### **AGENDA LANGUAGE:**

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

A) A partial plat cancellation of the following in the Lakehurst subdivision:

1. Lots 1-9, Tract 9, Resubdivision of (Tracts 5, 6, 8, and 9) – 15.305 acres;
2. Lots 1-9 and Lots 21-29, a portion of Tract 8 – 7.199 acres;
3. 9.121 acre portion of Lot 10;
4. 27.468 acre (Tract 18); and
5. 2.51 acre tract and a 3.958 acre tract, identified as parts of an unnamed right-

of-way (Tract 10) (The Summit at Lake Travis Condominiums - Crosswind Drive and Lakehurst Road- Lakeway ETJ - 150 units).

B) An exemption from platting requirements for The Summit at Lake Travis Condominiums - 150 single-family detached units; and

C) A Condominium Construction Agreement for The Summit at Lake Travis Condominiums.

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

A. The owner of several lots and parts of lots in the Lakehurst Subdivision is requesting to cancel these lots of the original subdivision, Lakehurst Subdivision recorded in 1941, in order to develop the land with a condominium project for single-family residences. The cancellation of these lots only needs to be acted upon by Commissioners Court and not by the City of Lakeway because when the subdivision was recorded, it was not the city's jurisdiction. The Texas Local Government Code requires a cancellation to be processed in the manner in which the original subdivision was approved. The original subdivision, Lakehurst Subdivision, was only approved by Travis County. If the court approves the cancellation request the land will revert back to raw land and the developer will be left with a 65.56 acre tract. This 65.56 acre tract will become a legal tract and will not need to be subdivided for the developer to construct the condominium project.

The condominium project will require a variance to the subdivision requirements since the developer has chosen not to divide the property with lots and streets. The platting exemption is also on today's agenda.

B. The owner of the said properties is requesting an exemption to platting for The Summit on Lake Travis Condominiums. The proposed condominium project includes 150 stand alone residential units with parking, driveways, drainage and utility infrastructures to support the project. The exemption to platting will allow the owner to not do streets and lots for the proposed condominium development. The development will take access from two driveways connecting to Lakehurst Drive and Crosswind Drive. The site will be served by Inverness Utility Company, a private water supply corporation, presently serving the surrounding neighbors through its contract to acquire surface water from LCRA. Onsite wastewater is being permitted by LCRA. The Travis County Fire Marshal's office has reviewed the site plan and has approved the review of the condominium project. The developer will be installing a new water storage and distribution system on the site which will include a 276,000 gallon ground storage tank and new pressure pumps, as well as installing a fire protection system that presently does not exist in the area. As per the developer's plan, the developer will be installing a fire pump and hydrants throughout the new community and oversizing the water storage tank; the area will now have fire protection. According to owner's agent, the proposed site plan proposes 24% impervious cover, which is well below the 30% gross impervious cover requirement of the county. The agent for the owner said that after discussions with the neighbors, the developer modified the site plan to have its primary entrance on Lakehurst Road and its secondary entrance on Crosswind Drive.

C. The developer has entered into a Construction Agreement with Travis County to construct all subdivision infrastructure i.e streets, drainage, water quality ponds, and sidewalks.

#### **STAFF RECOMMENDATIONS:**

As the partial cancellation request meets all TNR standards, staff recommends approval of these items. In addition, as the condominium site plan meets Travis County standards, TNR recommends approval of site plan and granting the exemption to platting of the proposed condominium project.

#### **ISSUES AND OPPORTUNITIES:**

The subject property was part of a most recent proposal development by Tommy Reagan in 2006. Mr. Reagan filed several development applications at that time, but they were never presented to the Court. Public notification was sent out to all owners of the original Lakehurst subdivision via certified mail. Several public notice signs (4) were posted on the subject property to announce the date, time, and location of the public hearing. At this date, staff has recieved only one call from a member of a

nearby homeowners association but did not seem to express opposition to the application. According the agent for the owner, "the developer has met with the property owners associations surrounding the property since the inception of the planning for the project. The developer has also sent notices to the property owners associations in the area advising them of the project and the requests being made of the county. Through these meetings, various improvements have been made to the project in an attempt to address some of the neighbors' initial concerns on drainage, water quality, water, and traffic".

**FISCAL IMPACT AND SOURCE OF FUNDING:**

N/A

**EXHIBITS/ATTACHMENTS:**

- Location Map
- Precinct Map
- Original Subdivisions
- Site Plan
- Construction Agreements

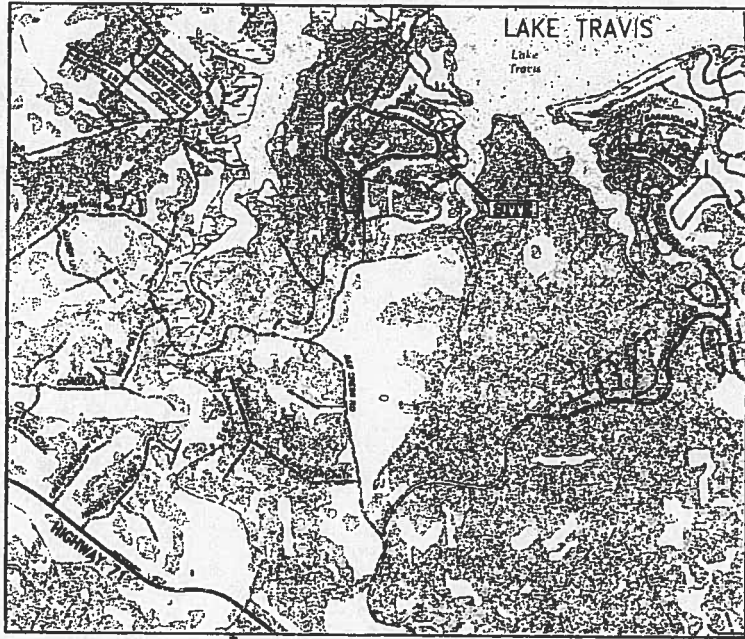
**REQUIRED AUTHORIZATIONS:**

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

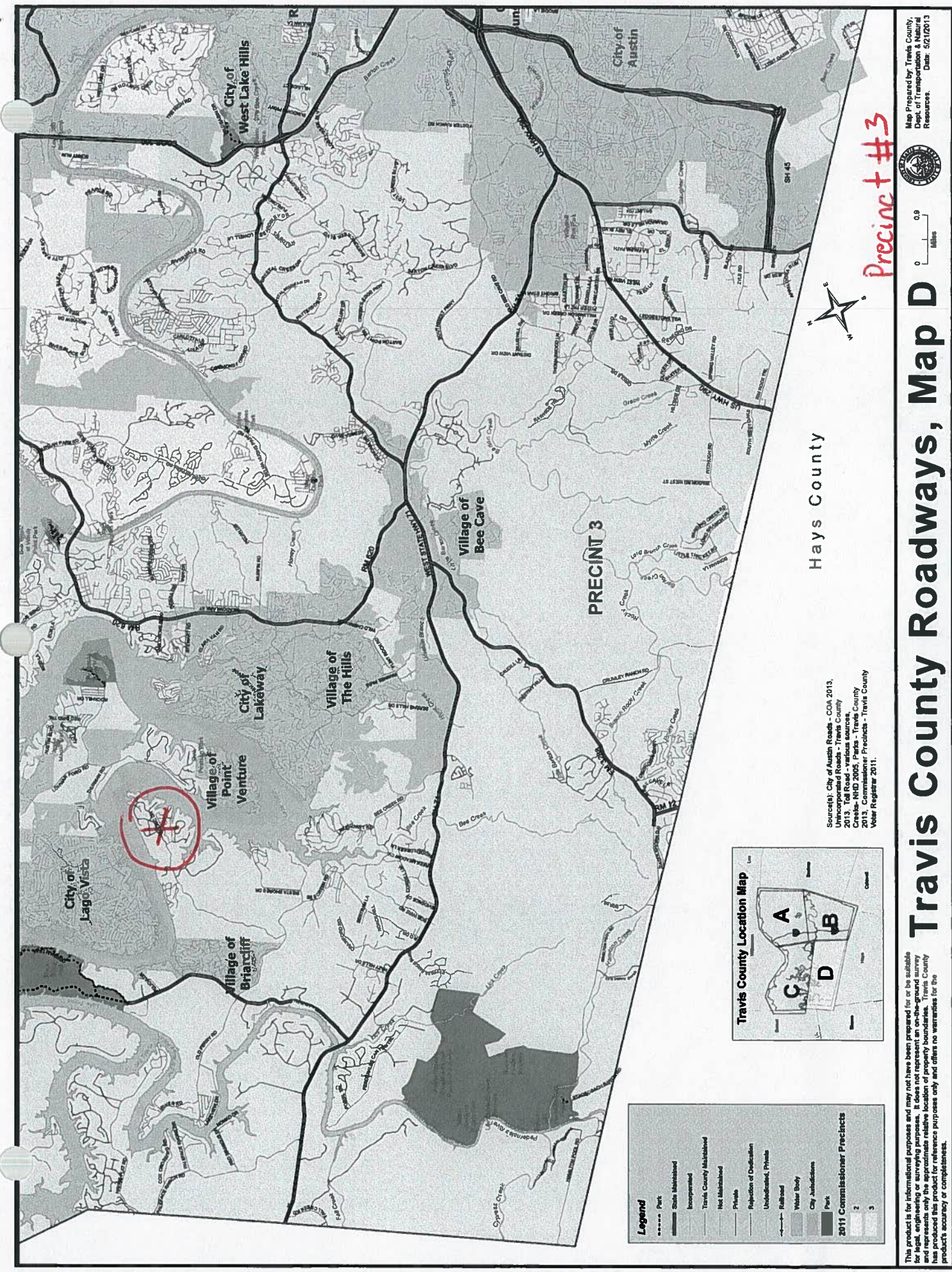
**CC:**


**SM:AB:dg**

**1101 - Development Services Long Range Planning- The Summit at Lake Travis Condominiums**



LOCATION MAP  
N.T.S.



Precinct #3

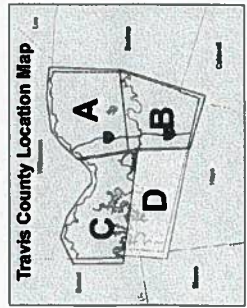


Map Prepared by Travis County,  
Dept. of Transportation & Natural  
Resources.  
Date: 5/21/2013



Hays County

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



**Legend**

- Part
- State Maintained
- Unimproved
- Travis County Maintained
- Not Maintained
- Private
- Repetition of Duplication
- Unimproved, Private
- Railroad
- Water Body
- City Jurisdiction
- City Jurisdiction
- Part

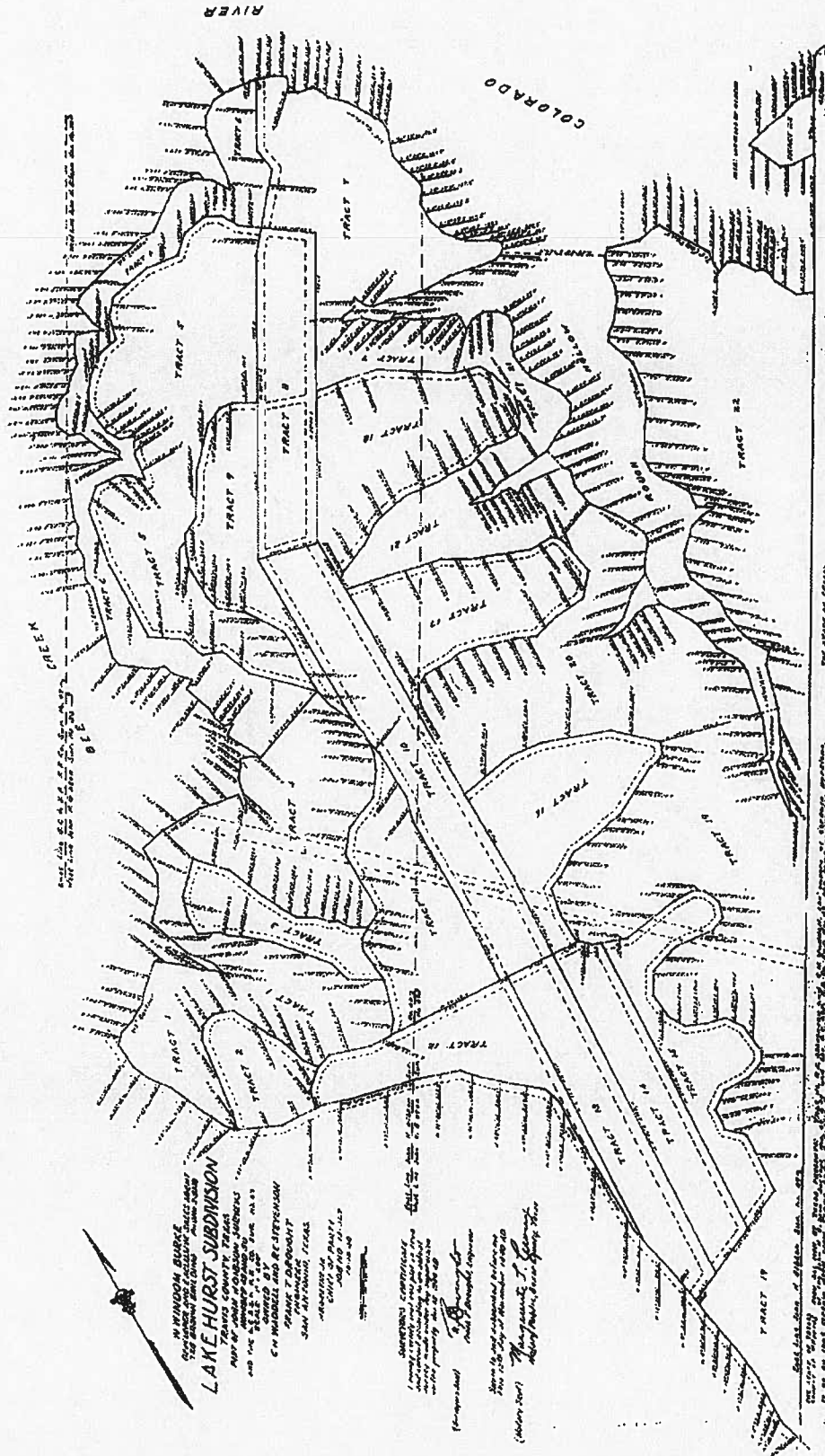
**2011 Commissioner Precincts**

- 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





WINSTON BLAINE  
 COLORADO  
**LAKE HURST SUBDIVISION**  
 TRACTS 1 THROUGH 23  
 PART OF LANDS OF THE  
 UNITED STATES  
 C/o HARBELL AND REISTERMAN  
 TRACT 1 THROUGH 23  
 SAN ANTONIO, TEXAS  
 CHICAGO, ILLINOIS  
 CHICAGO, ILLINOIS

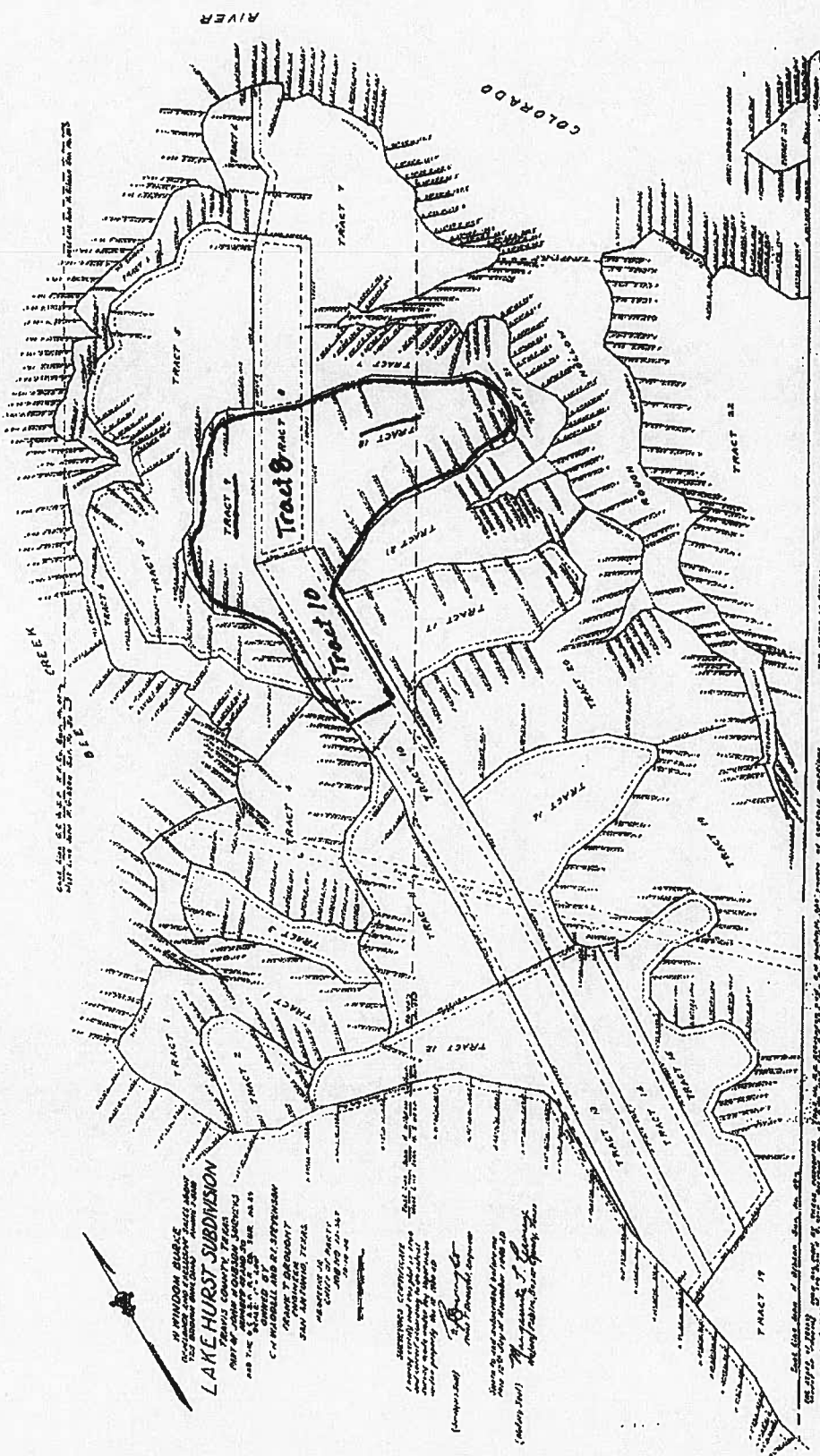
(COMPARED) and Original  
 This is the original reference  
 to the plat of the number 10000  
 (Volume 100) *Thompson, J. George*  
*Surveyor, State Surveyor*

For recording  
 see Vol 100 p 37

BE SURE TO READ THE  
 NOTES AND CONDITIONS  
 WHICH ARE PART OF THIS  
 PLAT AND WHICH ARE  
 REFERRED TO BY THE  
 WORDS "SEE" AND "AS  
 SHOWN" IN THE  
 DESCRIPTION OF THE  
 TRACTS.

THE STATE OF COLORADO  
 COUNTY OF GARFIELD  
 I, *John J. [Name]*, County Clerk, do hereby certify that the  
 above is a true and correct copy of the original  
 plat of the Lake Hurst Subdivision, as shown  
 to me by the Surveyor, *Thompson, J. George*, on  
 the 10th day of [Month], 1900.

**TRACTS 8 9 10 18**



WINDOM BLADE  
 THE WINDOM BLADE TRACTS ARE  
 PART OF THE LAKE HURST SUBDIVISION  
 AND THE SAME ARE BOUND BY  
 C-11 WINDOM BLADE AND ST. JEFFERSON  
 ST. ANTONIO, TEXAS  
 PLANNED BY  
 GEORGE T. BROWN  
 ENGINEER  
 1911

RECORDED COPY  
 FILED IN THE OFFICE OF THE COUNTY CLERK  
 OF BEXAR COUNTY, MISSOURI  
 THIS 10TH DAY OF FEBRUARY 1911  
 AT 10:00 A.M.  
 GEORGE T. BROWN  
 ENGINEER

St. Louis, Mo.  
 Jan. 10th 1911

THE STATE OF MISSOURI  
 COUNTY OF BEXAR  
 I, the undersigned, County Clerk of said county, do hereby certify that the above and foregoing plat of the Lake Hurst Subdivision, as shown on page 1 of the same, is a true and correct copy of the original filed in my office on the 10th day of January 1911, and is a true and correct copy of the original filed in my office on the 10th day of January 1911.

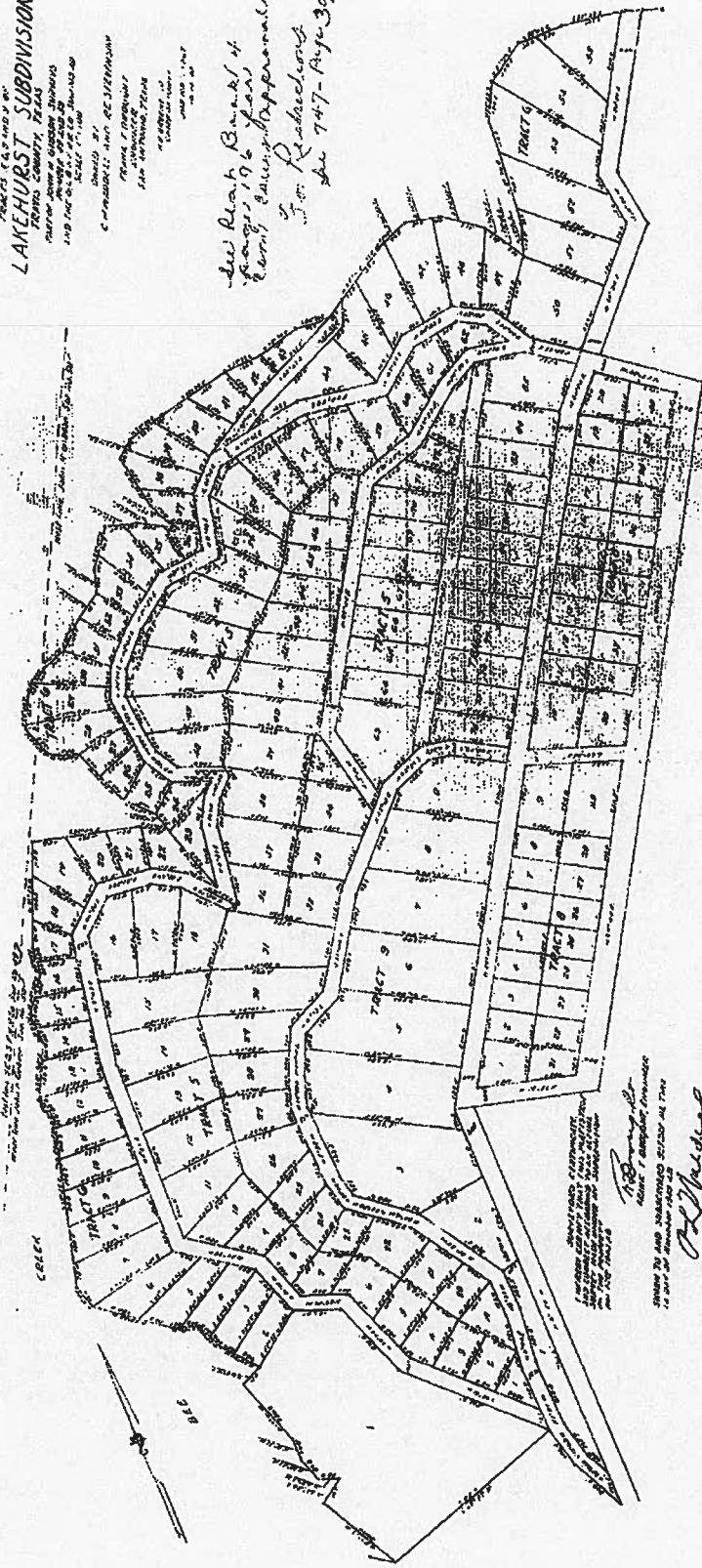
CLERK

W. HINDSON BURKE  
 OCCASIONAL CONSULTING ENGINEER  
 1000 N. 10TH ST. S.W.  
 TULSA, OKLA.

TRACTS 1, 2, 3 AND 4 OF  
**LAKEHURST SUBDIVISION**  
 TULSA COUNTY, OKLA.  
 PART OF LAND BEING SURVEYED  
 AND PLATTED BY  
 J. W. R. [unclear]  
 [unclear] [unclear] [unclear]

DESIGNED BY  
 J. W. R. [unclear]  
 [unclear] [unclear] [unclear]  
 [unclear] [unclear] [unclear]

See Plat Book 4  
 Page 196 for  
 City Council Approval.  
 J. W. R. [unclear]  
 Date 7-17-1939



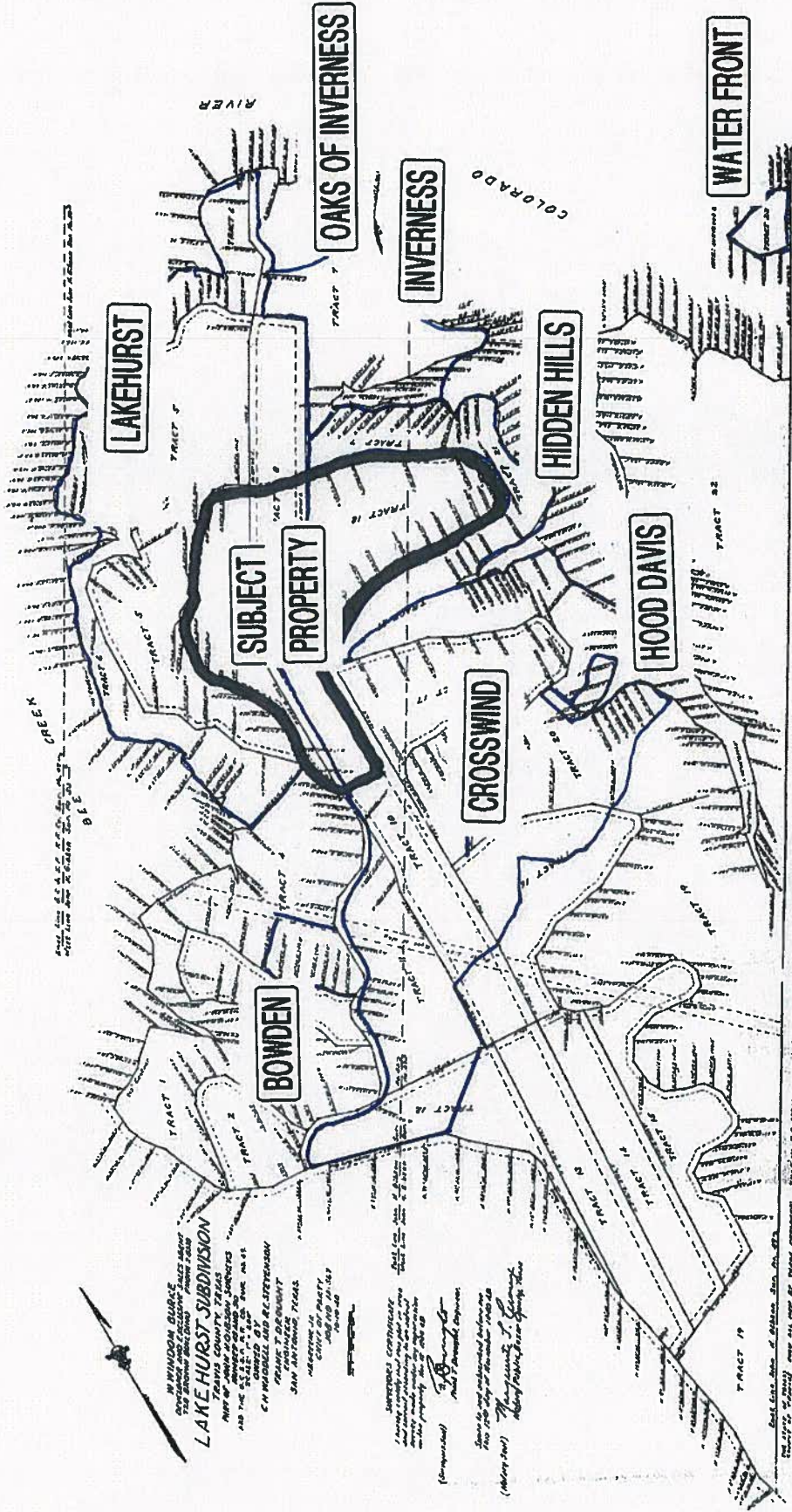
THESE TRACTS ARE ALL PARTS OF THESE PRESENTS FOR THE PLATTING AND  
 RECORDING OF THE SAME IN THE PUBLIC RECORDS OF THE COUNTY OF TULSA,  
 STATE OF OKLAHOMA, AND THE SAME ARE HEREBY OFFICIALLY APPROVED  
 AND AUTHORIZED BY THE CITY COUNCIL OF TULSA, OKLAHOMA, THIS 17TH  
 DAY OF JULY, 1939.

J. W. R. [unclear]  
 City Engineer

Filed for record January 22, 1940  
 Recorded January 22, 1940

W. H. [unclear]  
 [unclear] [unclear] [unclear]  
 [unclear] [unclear] [unclear]  
 [unclear] [unclear] [unclear]

(Mary [unclear])  
 [unclear] [unclear]



WINDOM BLURGE  
 FOR THE SURETY COMPANY  
 LAKELAND, TEXAS  
 PART OF JOHN W. BOWDEN, JR.  
 AND THE SURETY COMPANY  
 GUARANTEED BY  
 C. H. MURPHY AND R. C. STEPHENSON  
 FRANK T. BOWEN  
 SAN ANTONIO, TEXAS  
 MEETING AT  
 CITY OF PART  
 1948

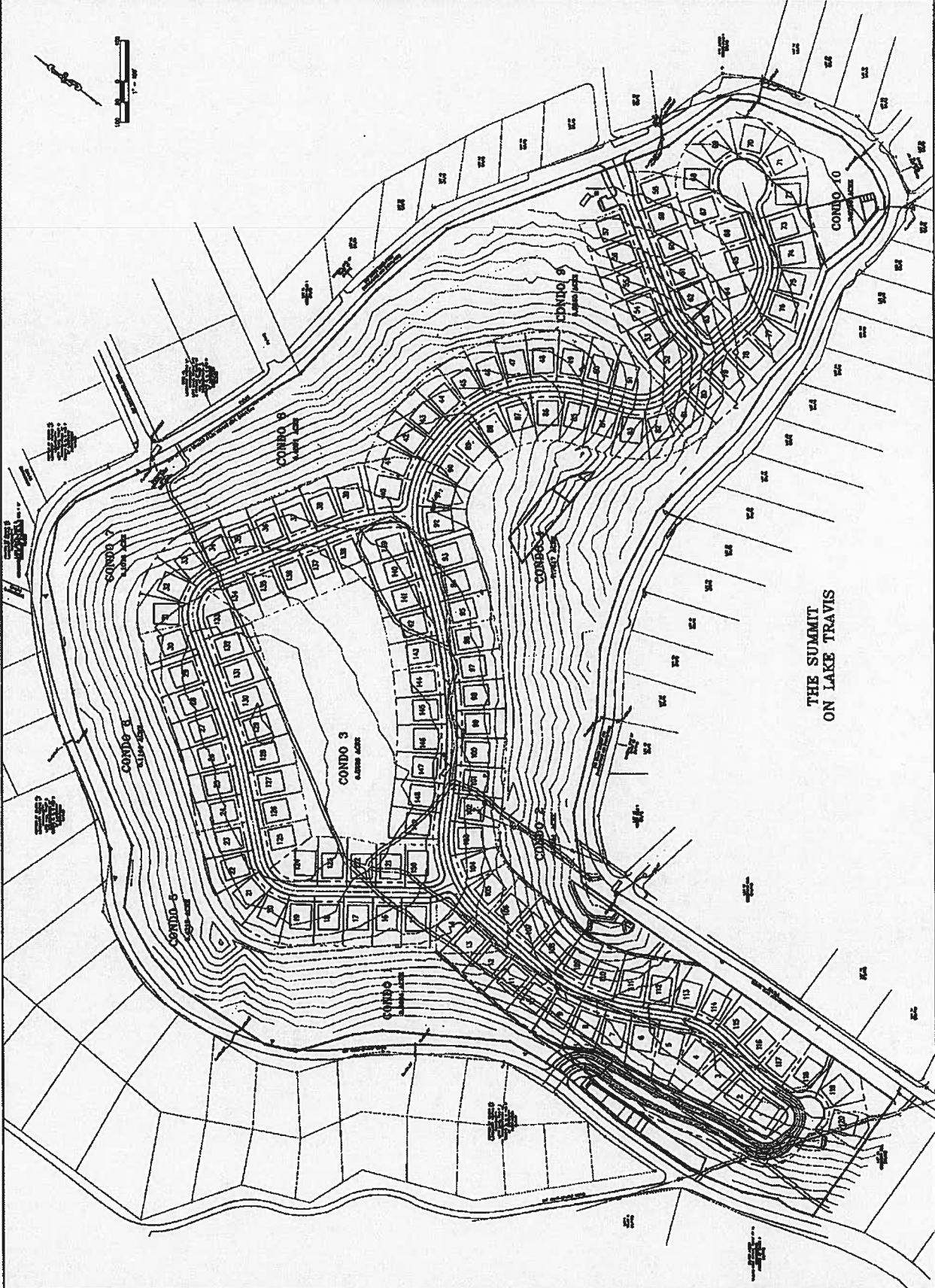
SHERRILL'S COPYRIGHT  
 I am hereby certifying  
 that the above plat is a true and  
 correct copy of the original  
 as the same appears of record  
 in the office of the County Clerk  
 of this county, Texas, on this 28th day of  
 August, 1948.  
 (My Comm. Exp. 10/1/48)  
 Sheriff, Tarrant County, Texas

For a full description  
 see Vol 119 p 37

THE SURETY COMPANY  
 LAKELAND, TEXAS  
 PART OF JOHN W. BOWDEN, JR.  
 AND THE SURETY COMPANY  
 GUARANTEED BY  
 C. H. MURPHY AND R. C. STEPHENSON  
 FRANK T. BOWEN  
 SAN ANTONIO, TEXAS  
 MEETING AT  
 CITY OF PART  
 1948

THE SURETY COMPANY  
 LAKELAND, TEXAS  
 PART OF JOHN W. BOWDEN, JR.  
 AND THE SURETY COMPANY  
 GUARANTEED BY  
 C. H. MURPHY AND R. C. STEPHENSON  
 FRANK T. BOWEN  
 SAN ANTONIO, TEXAS  
 MEETING AT  
 CITY OF PART  
 1948

THE MOORE GROUP <small>INCORPORATED</small> <small>1100 WEST 10TH STREET</small> <small>MINNEAPOLIS, MN 55408</small>	<b>ENGINEERING &amp; PLANNING</b> <small>ARCHITECTURE</small> <small>LANDSCAPE ARCHITECTURE</small> <small>INTERIOR DESIGN</small> <small>CONSTRUCTION MANAGEMENT</small>	<b>THE SUMMIT ON LAKE TRAVIS</b> <small>CONDOMINIUM DEVELOPMENT, TRAVIS</small>	1 SHEET
Drawn: <u>AS</u> Checked: <u>CM</u> Approved: <u>CS</u> Date: <u>MAY 11 2013</u>	No. <u>        </u> DATE <u>        </u> REVISIONS _____ _____ _____ _____		



THE SUMMIT  
ON LAKE TRAVIS



# Travis County Commissioners Court Agenda Request

**Meeting Date:** April 1, 2014

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

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

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

**Sponsoring Court Member:** Commissioner Davis, Precinct One

**AGENDA LANGUAGE:** Consider and take appropriate action on a Cash Security Agreement with Highland Homes, LTD-Austin, for sidewalk fiscal for Commons At Rowe Lane Phase 3B for Lot 4 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 4 Block FF, \$801.36, 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 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: \$ 801.34

ADDRESS: 2412 Windy Lane Drive LOT: 4 BLOCK: FF

SUBDIVISION: Commons at Rowe Lane 3B

DATE OF POSTING: The 13 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



DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY: Gehan Homes

3815 S Capital of TX Hwy #275

PRINT: Nina Luzano

Austin Texas 78704

TITLE: Purchasing Coordinator

\_\_\_\_\_

PHONE: 512-332-9364 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

THE COMMONS AT ROWE LANE, LP  
(10.032 ACRES)  
DOC. NO. 2009045436  
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
  - CONCRETE MONUMENT SET
  - BENCHMARK
  - 4" SIDEWALK
  - ROW RIGHT-OF-WAY
  - BL. BUILDING SETBACK LINE
  - SF SQUARE FEET
  - P.O.B. POINT OF BEGINNING
  - P.U.C. PUBLIC UTILITY CASEMENT
  - 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.A.T.E.T. PLAT RECORDS TRAVIS COUNTY, TEXAS

- BENCHMARK LIST**
- BM#1: COTTON SPRING SET IN THE SOUTHWEST CORNER OF A 15' LINE DAK. APPROX. 700' NORTH OF INTERSECTION OF WINDMILL RIDGE BLVD. & COMMONS PARKWAY  
NORTHING= 10,152,756.13  
EASTING= 3,187,187.31  
ELEV.= 887.87
- BM#2: ARROW MARK IN CONCRETE ON NORTH EDGE OF WASTEWATER MANHOLE  
NORTHING= 10,154,130.69  
EASTING= 3,186,257.79  
ELEV.= 995.10

ROLLING HILLS  
BOOK 75, PAGE 277  
P.A.T.E.T.

**LAND USE**

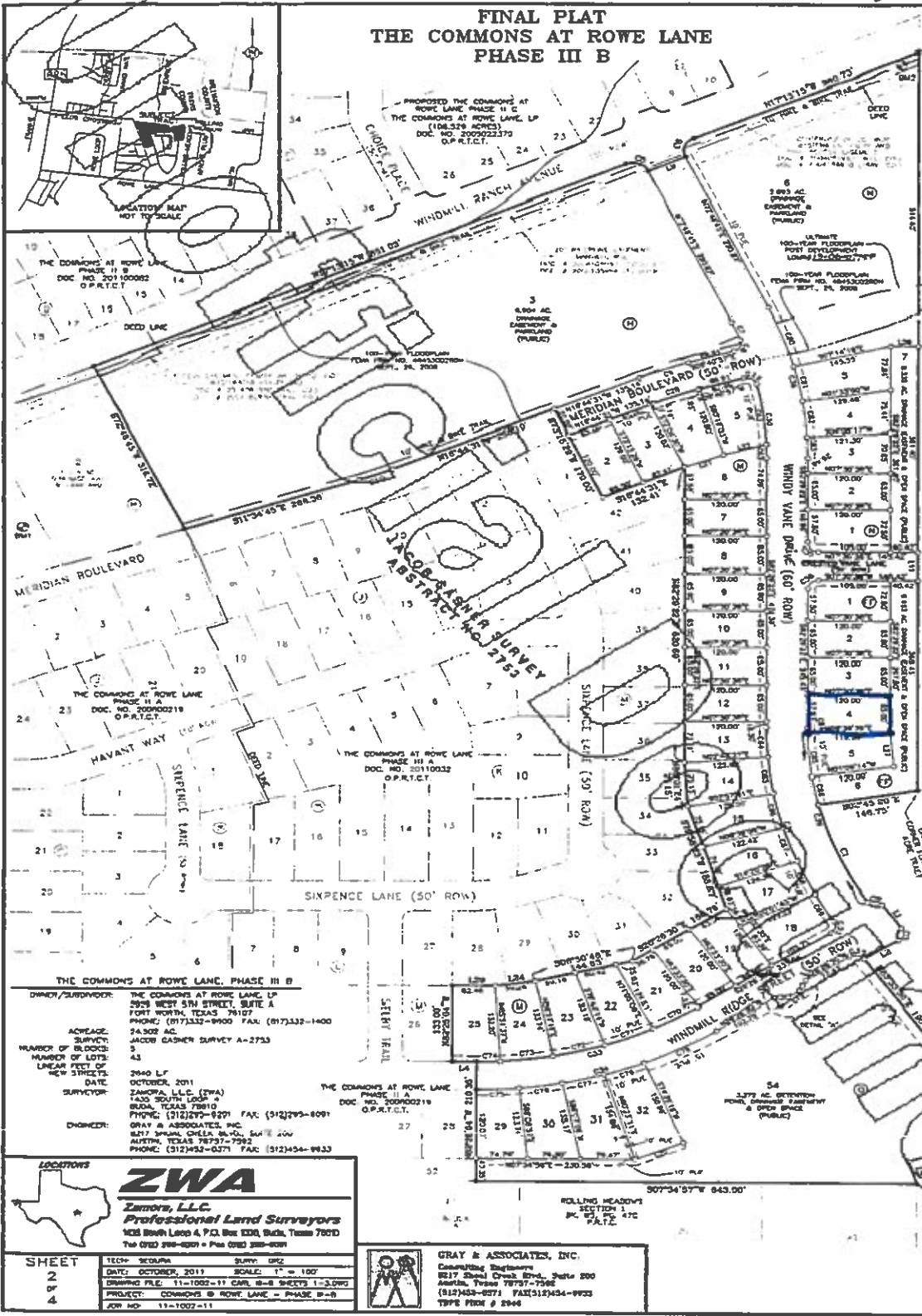
SINGLE FAMILY LOTS= 38  
DRAINAGE EMB. & PARKLAND LOTS= 2  
DRAINAGE CMB. & OPEN SPACE LOTS= 3  
DRAINAGE EMB. DRAINAGE CMB. & OPEN SPACE LOTS= 1

**CLASSIFIED CENSITY CALCULATIONS**

TOTAL NUMBER OF RESIDENTIAL UNITS= 34  
TOTAL AREA OF RESIDENTIAL LOTS AND LOCAL AND COLLECTOR STREETS= 10,435 AC.

ACREAGE	ACRES
BLOCK H	6.904 AC.
BLOCK M	6.814 AC.
BLOCK N	4.208 AC.
BLOCK O	4.143 AC.
BLOCK P	1.392 AC.
RIGHT-OF-WAY	3.243 AC.
<b>TOTAL ACREAGE</b>	<b>24.502 AC.</b>

SECTION OF NEW STREETS	ROW	FEET
WINDY VALE DRIVE	60' ROW	1664'
WINDMILL RIDGE STREET	50' ROW	884'
WINDMILL BOULEVARD	50' ROW	280'
WINDY VALE DRIVE	50' ROW	110'
<b>TOTAL</b>		<b>2940' FT.</b>



**THE COMMONS AT ROWE LANE, PHASE III B**

DIRECTOR/SURVEYOR: THE COMMONS AT ROWE LANE, LP  
2925 WEST 6TH STREET, SUITE A  
FORT WORTH, TEXAS 76107  
PHONE: (817)332-9900 FAX: (817)332-1400

24.502 AC.  
JACOB CASHNER SURVEY A-2733

3940 LF  
OCTOBER, 2011  
ZAMORA, L.L.C. (TWA)  
1422 SOUTH LOOP 9  
DALLAS, TEXAS 75010  
PHONE: (214)279-9297 FAX: (214)293-8091

ENGINEER: GRAY & ASSOCIATES, INC.  
8217 SPINAL CORD BLVD., SUITE 200  
AUSTIN, TEXAS 78737-7592  
PHONE: (512)452-0271 FAX: (512)454-9433

**ZWA**  
Zamora, L.L.C.  
Professional Land Surveyors  
1422 South Loop 9, P.O. Box 1330, Dallas, Texas 75010  
Tel (817) 332-9900 • Fax (817) 332-1400

**SHEET**  
2  
OF  
4

TECH: SERRANA SURV: GRZ  
DATE: OCTOBER, 2011 SCALE: 1" = 100'  
DRAWING P.L.E.: 11-1002-11 CAR. B-B SHEETS 1-3,000  
PROJECT: COMMONS @ ROWE LANE - PHASE B-B  
JOB NO.: 11-1002-11

**GRAY & ASSOCIATES, INC.**  
Consulting Engineers  
8217 Spinal Cord Blvd., Suite 200  
Austin, Texas 78737-7592  
(512)452-0271 FAX(512)454-9433  
TWP'S PERM # 2946



## Travis County Commissioners Court Agenda Request

**Meeting Date:** April 1, 2014

**Prepared By:** Sue Welch **Phone #:** (512) 854-7637

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

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

**Sponsoring Court Member:** Commissioner Davis, Precinct One

### **AGENDA LANGUAGE:**

Consider and take appropriate action on the following requests:

- A) A plat for recording: Villages of Hidden Lake, Phase 6B-2 Final Plat (Long Form Final Plat - 51 total lots - 13.79 acres - Hidden Lake Drive - City of Pflugerville 2-mile ETJ); and
- B) A Travis County Subdivision Construction Agreement between Travis County and BLD VOHL 6B-2, LLC.

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

A) This final plat consists of 49 single family lots and 2 easement/landscape lots on 13.79 acres. There are 2,013.89 linear feet of public streets proposed with this final plat. Water and wastewater services will be provided by the City of Pflugerville. Parkland fees in lieu of dedication have been made to the City of Pflugerville through a development agreement.

B) The applicants, BLD VOHL 6B-2, LLC, wishes to enter into a standard Subdivision Construction Agreement with Travis County.

### **STAFF RECOMMENDATIONS:**

As the Commissioners Court approved the utilization of the county's Alternative Fiscal Agreement on May 21, 2013, and the final plat was approved by the City of Pflugerville on February 3, 2014. Staff recommends approval of the final plat and the Subdivision Construction Agreement.

### **ISSUES AND OPPORTUNITIES:**

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

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

n/a

**EXHIBITS/ATTACHMENTS:**

- Precinct map
- Location map
- Proposed final plat
- Subdivision Construction Agreement

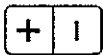
**REQUIRED AUTHORIZATIONS:**

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

**CC:**


**CD:AB:sw**

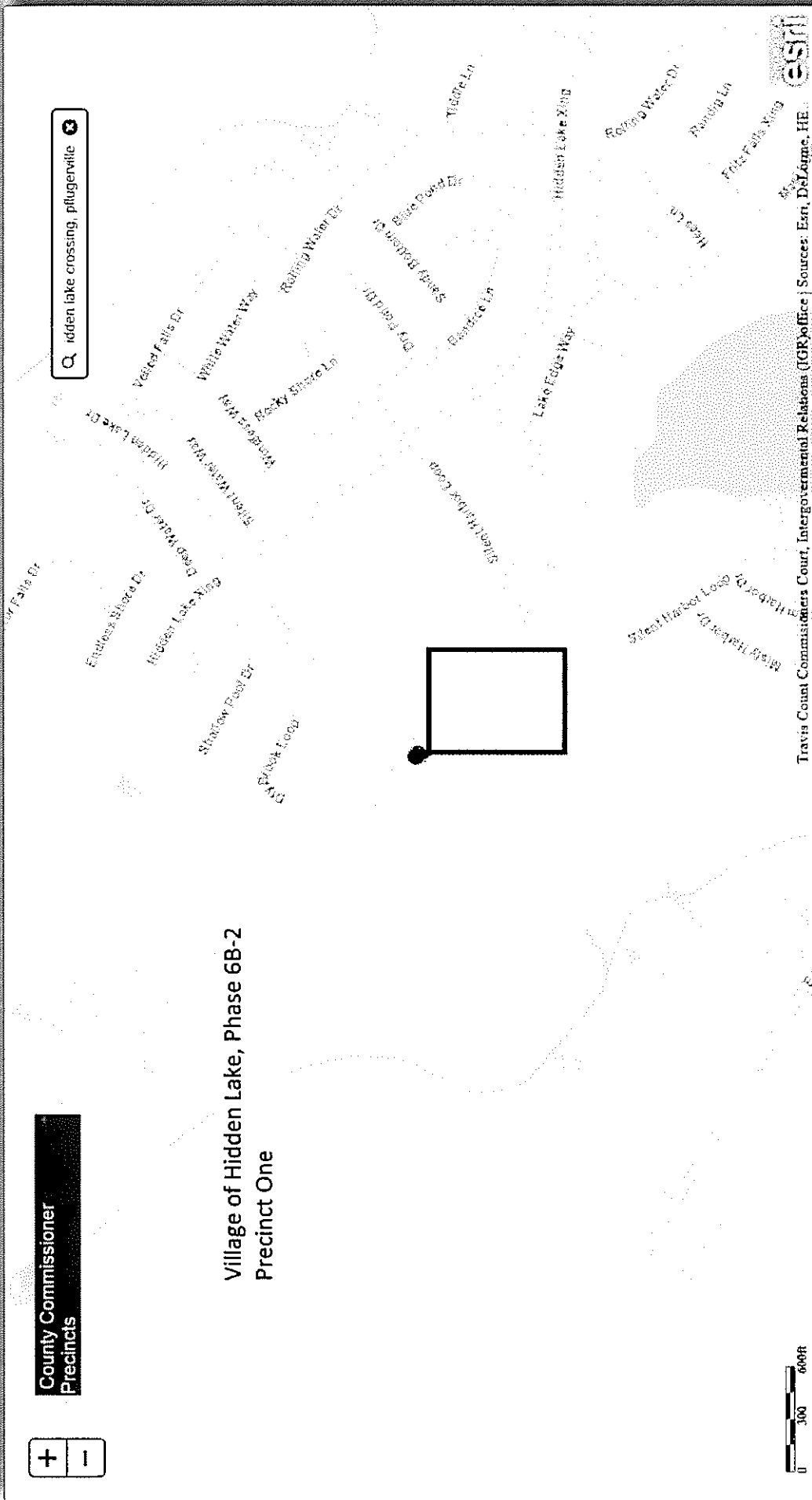
**1101 - Development Services Long Range Planning- Villages of Hidden Lake, Phase 6B-2  
final plat**



County Commissioner Precincts

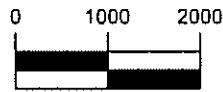
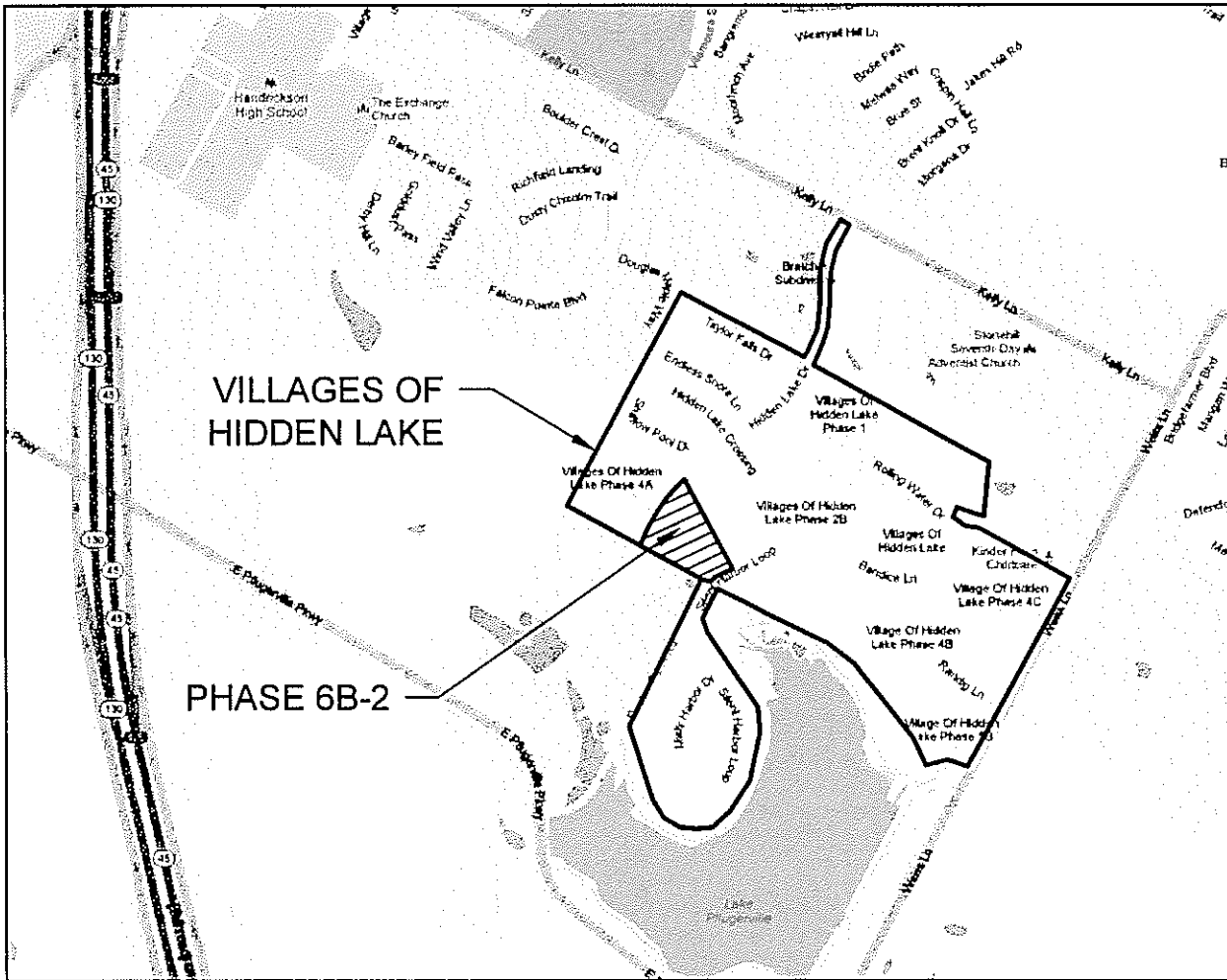
Q Hidden lake crossing, pflugenville

Village of Hidden Lake, Phase 6B-2  
Precinct One



0 300 600ft





ORIGINAL SCALE  
1" = 2000'



**BAKER-AICKLEN & ASSOCIATES, INC.**  
 ENGINEERS | SURVEYORS | GIS | PLANNERS | LANDSCAPE ARCHITECTS  
 ENGINEERING FIRM # F-45 • SURVEY FIRM # 100231-C • TBAE # 1787

507 WEST LIBERTY AVENUE  
 ROUND ROCK, TEXAS 78664  
 (512) 244-9520

PROJECT LOCATION MAP  
 VILLAGES OF HIDDEN LAKE  
 PHASE 6B-2

PROJECT # 2143-2-002

FINAL PLAT OF  
**THE VILLAGES OF HIDDEN LAKE**  
 PHASE 6B-2  
 13.79 ACRES OUT OF GEORGE M. MARTIN  
 SURVEY NO. 9, ABSTRACT NO. 529,  
 TRAVIS COUNTY, TEXAS

LEGEND

●	1/2" IRON ROD FOUND
○	IRON ROD WITH CAP FOUND
▲	NAIL FOUND
●	2" IN CONCRETE FOUND
○	1/2" IRON ROD WITH TAMER-ADJUDY CAP SET
○	2" IN CONCRETE WITH TAMER-ADJUDY CAP SET IN CONCRETE
□	MAG NAIL SET
△	BENCHMARK
—	PUBLIC UTILITY EASEMENT
—	DRAINAGE EASEMENT
—	EASEMENT
—	WY WASTEWATER
—	BL BUILDING SETBACK LINE
—	R.O.W. RIGHT-OF-WAY
—	PROPOSED SIDEWALK

STREET NAME:	LINEAR FOOTAGE:	R.O.W. WIDTH:
DREXLER SPRINGS LANE	483.87'	50'
ANCHOR BAY DRIVE	806.17'	50'
YELAND DRIVE	866.25'	50'
TOTAL	2016.29'	

TOTAL AREA OF SITE:	13.79 ACRES
TOTAL AREA OF STREETS:	2.41 ACRES
TOTAL AREA OF EASEMENTS:	0.42 ACRES
TOTAL AREA OF EASEMENT LOTS:	2.55 ACRES
TOTAL NUMBER OF RESIDENTIAL LOTS:	6
TOTAL NUMBER OF EASEMENT LANDSCAPE LOTS:	2
TOTAL NUMBER OF LOTS:	51

**DESCRIPTION**

FOR A 13.79 ACRE TRACT OF LAND SITUATED IN THE GEORGE M. MARTIN SURVEY NO. 9, ABSTRACT NO. 529, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 529-60 ACRES TRACT ABSTRACT NO. 529, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THE ORIGINAL PUBLIC RECORDS OF SAID COUNTY, SAID 13.79 ACRE TRACT, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDARIES AS FOLLOWS:

BEGINNING at an iron rod with top marked "T-1" found for the southeast corner of said 29.69 acre tract, same being the southeast corner of a certain subdivision as described in a deed in Travis County, Texas, recorded in Volume 1984 of the Official Public Records of said County, same being the southeast right-of-way line of Hidden Lake Drive (90 feet right-of-way width) according to the Plat of The Villages of Hidden Lake, Phase 4A and recorded in Document No. 200601014 of the Official Public Records of said County, for the west corner and POINT OF BEGINNING here;

THENCE with the northeast line of said 29.69 acre tract, same being the westmost right-of-way line of said Hidden Lake Drive, the following line (2) corners and distances:

- N 37° 15' 46" E for a distance of 114.16 feet to a 1/2" iron rod with "T-2" cap found for a point of recreation here; and
- with the arc of a curve to the right, having a radius of 238.88 feet, an arc length of 796.39 feet, a central angle of 89° 58' 59" and an interior angle of 90° 41' 01" to a 1/2" iron rod with "T-3" cap found for a point of recreation here; and
- THENCE through the interior of said 29.69 acre tract, the following lines (3) corners and distances:
- S 19° 58' 47" E for a distance of 134.37 feet to a 1/2" iron rod with "T-4" cap set for an angle point here; and
- S 13° 45' 41" E for a distance of 194.08 feet to a 1/2" iron rod with "T-5" cap set for an angle point here; and
- S 77° 45' 51" E for a distance of 49.28 feet to a 1/2" iron rod with "T-6" cap set for an angle point here; and
- to the Point of The Villages of Hidden Lake, Phase 2B recorded in Document No. 200402010, and the Plat of The Villages of Hidden Lake, Phase 3A recorded in Document No. 200706014 of the Official Public Records of said County, for the east corner here;

THENCE with the southeast line of said 29.69 acre tract, same being the southwest right-of-way line of said Silent Harbor Loop, the following line (2) corners and distances:

- S 61° 17' 26" W for a distance of 264.88 feet to an iron rod with "T-7" cap found for a point of recreation here; and
- with the arc of a curve to the left, having a radius of 518.89 feet, an arc length of 184.33 feet, a central angle of 28° 17' 30" and an interior angle of 61° 42' 30" to a 1/2" iron rod with "T-8" cap set for an angle point here; and
- S 14° 52' 18" W for a distance of 48.02 feet to a 1/2" iron rod with "T-9" cap set for an angle point here; and
- S 62° 51' 07" W for a distance of 31.23 feet to an iron rod with "T-10" cap found for the southwest corner of said 1.54 acre tract, same being an angle point on the northeast right-of-way line of said Silent Harbor Loop, for an angle point here;
- S 62° 51' 07" W for a distance of 31.23 feet to the POINT OF BEGINNING here; and containing 13.79 acres of land.

**TYPICAL LOT DETAILS**

FRONT SETBACK: 16 FEET  
 SIDE SETBACKS: 5 FEET  
 REAR SETBACKS: 16 FEET

PLAT PREPARED DURING: SEPTEMBER, 2012

**BAKER-AICKLEN & ASSOCIATES, INC.**  
 807 WEST LIBERTY AVE.  
 AUSTIN, TEXAS 78703  
 PHONE: 512-244-8820  
 FAX: 512-244-8820  
 DISTRICT: NORTH-EAST TRAVIS COUNTY UTILITY DISTRICT  
 SUITE 810A  
 AUSTIN, TEXAS 78703

NO. GRID NORTHING GRID EASTING ELEVATION DESCRIPTION

#1	10138668	3185507	852.17'	SQUARE CUT
#2	10139023	3185507	848.37'	SQUARE CUT

OWNER: BELVUE REALTY LLC  
 A TEXAS LIMITED LIABILITY COMPANY  
 CONTACT: CHRIS FIELDS  
 ADDRESS: 2811 FRANCH ROAD 2222  
 AUSTIN, TEXAS 78738  
 PHONE NUMBER: (512) 733-2325  
 ENGINEER: PAPE DAWSON ENGINEERS, INC.  
 CONTACT: STEVEN S. CHAFFORD, P.E.  
 ADDRESS: 7800 SHILOH CREEK BLVD., SUITE 220 W  
 AUSTIN, TEXAS 78724  
 PHONE NUMBER: (512) 644-9711  
 FAX NUMBER: (512) 686-8867  
 SURVEYOR: BAKER-AICKLEN AND ASSOCIATES, INC.  
 CONTACT: MARGARET A. KLEIN, R.S.L.S.  
 ADDRESS: 807 WEST LIBERTY AVE.  
 AUSTIN, TEXAS 78703  
 PHONE NUMBER: (512) 244-8820  
 FAX NUMBER: (512) 244-8820  
 DISTRICT: NORTH-EAST TRAVIS COUNTY UTILITY DISTRICT  
 SUITE 810A  
 AUSTIN, TEXAS 78703

STREETS

ANCHOR BAY DRIVE (R.O.W. 150 FT.)  
 STARBUCKS DRIVE (R.O.W. 150 FT.)  
 DREXLER SPRINGS LANE (R.O.W. 50 FT.)  
 YELAND DRIVE (R.O.W. 50 FT.)

LANDSCAPE EASEMENT

5' LANDSCAPE EASEMENT  
 5' LANDSCAPE EASEMENT  
 5' LANDSCAPE EASEMENT

EASEMENTS

PUBLIC DRAINAGE EASEMENT  
 WASTEWATER EASEMENT

PROPOSED SIDEWALK

PROPOSED SIDEWALK

PROPOSED SIDEWALK

PROPOSED SIDEWALK

PROPOSED SIDEWALK

PROPOSED SIDEWALK

PROPOSED SIDEWALK

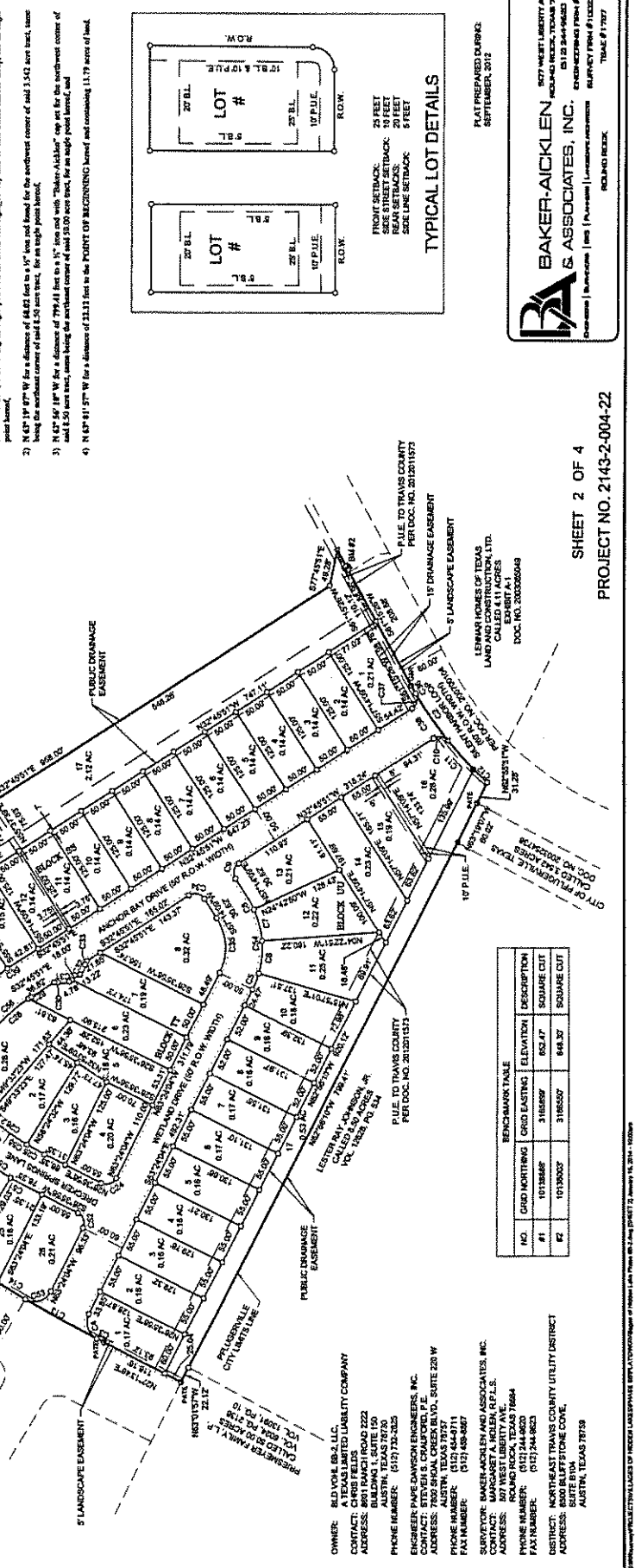
PROPOSED SIDEWALK

PROPOSED SIDEWALK

PROPOSED SIDEWALK

PROPOSED SIDEWALK

PROPOSED SIDEWALK



SHEET 2 OF 4  
 PROJECT NO. 2143-2-004-22

DATE: 09/26/12

## EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS  
COUNTY OF TRAVIS

This Agreement is made and entered into by and between BLD VOHL 6B-2, LLC, (the "Subdivider") and Travis County, Texas, (the "County"), hereinafter collectively referred to as the "Parties".

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

WHEREAS, the Subdivider desires to subdivide the Property, pursuant to the proposed final plat of "The Villages of Hidden Lake Phase 6B-2" (the "Subdivision"); and

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

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

NOW, THEREFORE, the Parties agree as follows:

### I. Subdivider's Obligations

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

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

C. Alternative Fiscal. Notwithstanding any other provisions of this Agreement, the Subdivider may request the Commissioners Court to hold the administratively approved plat in abeyance until all streets, alleys, sidewalks, and drainage improvements in the Subdivision. The Subdivider must post fiscal security to secure restoration of disturbed areas should construction not be completed. Upon satisfactory completion, the submitted plat shall be forwarded to the Commissioners Court for approval and recording, provided adequate fiscal security has been posted to secure the one year Construction Performance Period described below.



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

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

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

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

- 1) a professional engineer's certification of quantities of work completed;
- 2) a contractor's invoice for work completed; and
- 3) a TNR inspection report, indicating the completion of the portion of the work represented by the contractor's invoice.

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

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

## II. County's Obligations

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

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

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

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

- a. The failure of the Subdivider to construct the Improvements to the applicable County Standards;
- b. The Subdivider's failure to renew or replace the Security at least forty-five (45) days prior to its expiration;
- c. The acquisition of the Property or a portion of the Property by the issuer of the Security or other creditor through foreclosure or an assignment or conveyance in lieu of foreclosure;
- d. The arrangement by the Commissioners Court for the completion of one or more of the Improvements; or
- e. The determination by the Commissioners Court that the completion of one or more of the public Improvements is in the public Interest.

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

F. Use of Proceeds.

- 1) The County must utilize the proceeds of any posted security solely for the purpose of completing the Improvements to the County's Standards or to correct defects in or failures of the Improvements.
- 2) The County may in its sole discretion complete some or all of the unfinished Improvements at the time of default, regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced, without incurring any obligation to complete any of the unfinished Improvements. If the County uses the proceeds to complete, repair, or reconstruct the Improvements, it will do so as a public trustee of the development process in order to protect purchasers and taxpayers from the adverse consequences of a subdivider default or to protect the public interest by completing the Improvements.
- 3) The County is not a private subdivision developer and its draft on the Security and utilization of the proceeds to complete, repair, or reconstruct the Improvements is not an acceptance of the dedication of the Improvements. The acceptance of the Improvements is specifically contingent upon the delivery to the County of Improvements, which have been constructed to County Standards or the express order of acceptance by the County's Commissioners Court.
- 4) The Subdivider has no claim or rights under this Agreement to funds drawn under the Security or any accrued interest earned on the funds to the extent the same are used by the County hereunder.
- 5) All funds obtained by the County pursuant to one or more draws under the Security shall be maintained by the County in an interest bearing account or accounts until such funds, together with accrued interest thereon (the "Escrowed Funds"), are disbursed by the County.
- 6) The County shall disperse all or portions of the Escrowed Funds as Improvements are completed by the County, or in accordance with the terms of a written construction contract between the County and a third party for the construction of the Improvements.

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

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

### III. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

Subdivider: BLD VOHL 6B-2, LLC  
8601 Ranch Road 2222, Bldg. 1, Ste. 150  
Austin, TX 78730

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

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

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

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

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

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

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

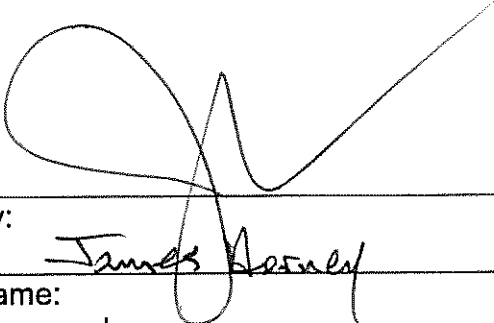
This Agreement is executed as of the dates set forth below and is effective upon approval by the County of the final plat for the Subdivision or upon approval of Alternative Fiscal in accordance with County regulations.

TRAVIS COUNTY, TEXAS

SUBDIVIDER:

\_\_\_\_\_  
County Judge

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

\_\_\_\_\_  
By:   
Name: James Hensley  
\_\_\_\_\_  
Title: President

\_\_\_\_\_  
Authorized Representative

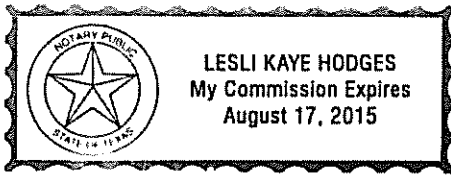
\_\_\_\_\_  
Date: 3-4-24

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 4th day of March, 2014, by  
James H. Seely, in the capacity stated herein.



Signature of Notary

A handwritten signature in black ink, consisting of a series of loops and flourishes.

After Recording Return to:

Development Services  
Transportation and Natural Resources  
Inter Office Mail

## EXHIBIT A: METES AND BOUNDS DESCRIPTION OF PROPERTY

The Villages of Hidden Lake Phase 6B-2, 13.79 Acres out of the George M. Martin Survey No. 9, Abstract No. 529.

### DESCRIPTION

FOR A 13.79 ACRE TRACT OF LAND SITUATED IN THE GEORGE M. MARTIN SURVEY NO. 9, ABSTRACT NO. 529, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 29.69 ACRE TRACT AS DESCRIBED IN A DEED TO BUFFINGTON VOHL 5A, 6A, 6B, LTD., A TEXAS LIMITED PARTNERSHIP AND RECORDED IN DOCUMENT NO. 2008178332 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, SAID 13.79 ACRE TRACT, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at an iron rod with cap marked "Pate" found for the most westerly corner of said 29.69 acre tract, same being on the northeast line of a called 50.00 acre tract as described in a deed to Priesmeyer Family, L.P. and recorded in Volume 6024, Page 2136 of the Deed Records of said County and Volume 13091, Page 10 of the Real Property Records of said County, same being on the southeast right-of-way line of Hidden Lake Drive (90 foot right-of-way width) according to the Plat of The Villages of Hidden Lake, Phase 4A and recorded in Document No. 200600148 of the Official Public Records of said County, for the west corner and **POINT OF BEGINNING** hereof;

**THENCE** with the northwest line of said 29.69 acre tract, same being the southeast right-of-way line of said Hidden Lake Drive, the following two (2) courses and distances:

- 1) **N 27° 13' 46" E** for a distance of **118.16** feet to a ½" iron rod with "Pate" cap found for a point of curvature hereof, and
- 2) with the arc of a curve to the **right**, having a radius of **2355.00** feet, an arc length of **786.58** feet, a central angle of **19° 08' 14"** and a chord which bears, **N 36° 44' 20" E** for a distance of **782.93** feet to a ½" iron rod with "Baker-Aicklen" cap set for the north corner hereof;

**THENCE** through the interior of said 29.69 acre tract, the following three (3) courses and distances:

- 1) **S 16° 58' 43" E** for a distance of **132.93** feet to a ½" iron rod with "Baker-Aicklen" cap set for an angle point hereof,
- 2) **S 32° 45' 51" E** for a distance of **958.00** feet to a ½" iron rod with "Baker-Aicklen" cap set for an angle point hereof, and
- 3) **S 77° 45' 51" E** for a distance of **49.28** feet to a ½" iron rod with "Baker-Aicklen" cap set on the southeast line of said 29.69 acre tract, same being the northwest right-of-way line of



Silent Harbor Loop (60 foot right-of-way width) according to the Plat of The Villages of Hidden Lake, Phase 2B recorded in Document No. 200400109, and the Plat of The Villages of Hidden Lake, Phase 5A recorded in Document No. 200700104 of the Official Public Records of said County, for the east corner hereof;

**THENCE** with the southeast line of said 29.69 acre tract, same being the northwest right-of-way line of said Silent Harbor Loop, the following two (2) courses and distances:

- 1) **S 61° 15' 26" W** for a distance of **208.88** feet to an iron rod with "G&R" cap found for a point of curvature hereof, and
- 2) with the arc of a curve to the **left**, having a radius of **510.00** feet, an arc length of **168.38** feet, a central angle of **18° 55' 01"** and a chord which bears, **S 51° 44' 04" W** for a distance of **167.62** feet to a ½" iron rod with "Baker-Aicklen" cap set for the south corner of said 29.69 acre tract, same being an angle point on the northwest right-of-way line of said Silent Harbor Loop, for the south corner hereof;

**THENCE** with the southwest line of said 29.69 acre tract, same being in part with the northwest right\_of\_way line of said Silent Harbor Loop, in part with the north line of a called 3.542 acre tract as described in a deed to the City of Pflugerville, Texas and recorded in Document No. 2003254738 of the Official Public Records of said County, in part with the north line of a called 8.50 acre tract as described in a deed to Lester Ray Johnson, Jr. and recorded in Volume 12628, Page 534 of the Real Property Records of said County, and in part with the northeast line of said 50.00 acre tract, the following four (4) courses and distances:

- 1) **N 62° 55' 51" W** for a distance of **31.28** feet to an iron rod with "Pate" cap found for the northeast corner of said 3.542 acre tract, same being an angle point on the northwest right\_of-way line of said Silent Harbor Loop, for an angle point hereof,
- 2) **N 63° 19' 07" W** for a distance of **60.02** feet to a ½" iron rod found for the northwest corner of said 3.542 acre tract, same being the northeast corner of said 8.50 acre tract, for an angle point hereof,
- 3) **N 62° 56' 10" W** for a distance of **799.41** feet to a ½" iron rod with "Baker-Aicklen" cap set for the northwest corner of said 8.50 acre tract, same being the northeast corner of said 50.00 acre tract, for an angle point hereof, and
- 4) **N 63° 01' 57" W** for a distance of **22.12** feet to the **POINT OF BEGINNING** hereof and containing 13.79 acres of land.

**Travis County Commissioners Court Agenda Request****Meeting Date:** April 1, 2014**Prepared By:** Tim Pautsch **Phone #:** (512) 854-7689**Division Director/Manager:** Anna Bowlin, 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 a Cash Security Agreement with Gehan Homes LTD., for sidewalk fiscal for Avalon Phase 7B for lot 13 Block O, 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:**

Gehan Homes LTD., propose to use this Cash Security Agreement, as follows: Avalon Phase 7B Lot 13 Block O, \$720.00, 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 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 - 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: \$ 720<sup>00</sup> ✓ # 00313360

ADDRESS: 19817 MADRYNCH AVE LOT: 13 BLOCK: 0

SUBDIVISION: Avalon 7B

DATE OF POSTING: The 6<sup>th</sup> Day of March, 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

DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY: Kay Coen

Gehan Homes

PRINT: KAY COEN

3815 S Capital of Texas Hwy #275

TITLE: STARTB ADMIN

Austin TX 78704

PHONE: 512 330 9366 x 4203

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

Date

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

\_\_\_\_\_  
Date





## Travis County Commissioners Court Agenda Request

**Meeting Date:** April 1, 2014

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

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

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

**Sponsoring Court Member:** Commissioner Davis, Precinct One

**AGENDA LANGUAGE:** Consider and take appropriate action on a request to use an Alternative Fiscal Agreement for Avalon, Phase 8– Precinct One.

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

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

### **STAFF RECOMMENDATIONS:**

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

### **ISSUES AND OPPORTUNITIES:**

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

#### Plat Status

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

#### Restoration/Erosion Control Fiscal

The fiscal for the subdivision's restoration and improvements has been posted with Travis County as a bond in the amount of \$187,004.00.

#### Access to Publicly Maintained Road

Avalon, Phase 8 takes access from Avalon, Phase 7B. The streets within Avalon, Phase 7B are maintained by Travis County.

**Wastewater Service**

Wastewater service for this subdivision will be provided by the City of Pflugerville.

**Construction Plans and Engineer’s Estimate of Construction Cost Approved**

All comments by Travis County staff have been addressed and the reviewer is prepared to sign the cover sheets of the plans and issue permit #13-2539. The estimated cost of the improvements is \$1,769,089.23. This amount includes all costs related to the construction of all streets and drainage facilities (including temporary erosion controls and all structures contributing to the total detention).

The developer/owner has signed the attached statement acknowledging that this action does not imply nor guarantee plat approval by the Commissioners Court and that he/she understands the constraints related to the use of alternative fiscal. An Extension of Sixty-Day Period for Completed Plat Application Final Action is also included.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

N/A

**ATTACHMENTS/EXHIBITS:**

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

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	(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 - Avalon, Phase 8**



§ EXHIBIT 82.401 (D)

(d) Alternative Fiscal Policy Request and Acknowledgement

STATE OF TEXAS §

COUNTY OF TRAVIS §

TO THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS:

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

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

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

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

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

Executed this 13<sup>th</sup> day of March, 2014.

OWNER:

By: [Signature]

Name: Ken Trainer

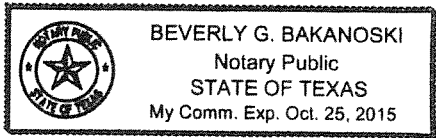
Title: President CT  
Authorized Representative

TRAVIS COUNTY, TEXAS By: \_\_\_\_\_  
County Judge

ACKNOWLEDGEMENT

STATE OF TEXAS §  
Bexar §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me by Ken Trainer on the 13<sup>th</sup> day of March, 2014, in the capacity stated herein.



[Signature]  
Notary Public in and for  
the State of Texas  
Beverly G. Bakanoski  
Printed or typed name of notary

My commission  
expires: Oct. 25, 2015

ACKNOWLEDGEMENT

STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

This instrument was acknowledged before me by \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, in the capacity stated herein.

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

\_\_\_\_\_  
Printed or typed name  
of notary  
My commission  
expires: \_\_\_\_\_

Mailing Address of Owner:

*Chesmar Homes  
1846 North Loop 1604 West, Suite 200  
San Antonio, TX 78248*

# Exhibit "A"

34.91 Acres - Avalon Phase 8

A PARCEL OF LAND IN TRAVIS COUNTY, TEXAS, BEING A PART OF THE PHILLIP GOLDEN SURVEY No. 17, ABSTRACT No. 328 AND THE EDWARD FLINT SURVEY No. 11, ABSTRACT No. 277, BEING A PART OF THAT 199.93 ACRE TRACT OF LAND CONVEYED TO KM AVALON, LTD., BY DEED RECORDED IN DOCUMENT No. 2005118416 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DESCRIBED AS FOLLOWS:

BEGIN at a 1/2" iron rod found in the West Line of the said 199.93 Acre Tract and in the North Line of Falsterbo Drive (a right of way 50 feet wide) as shown on the plat of Fairways of Blackhawk Phase IV, according to the plat thereof recorded in Document No. 200200058 of the Official Public Records of Travis County, Texas, at the Southeast Corner of Lot 32, Block F, of the said plat of Fairways of Blackhawk Phase IV

THENCE N.27°05'17"E. along the West Line of the said 199.93 Acre Tract and the East Line of said plat of Fairways of Blackhawk Phase IV a distance of 1307.28 feet to a nail in a fence post found at the Northeast Corner of Lot 18, Block F ;

THENCE N.28°47'41"E. along said West Line a distance of 35.93 feet to a 1/2" iron rod found at the Northwest Corner of the said 199.93 Acre Tract and the Southwest Corner of Lot 7, Block 1, Lakeside at Blackhawk Section 3, according to the plat thereof recorded in Document No. 201300006 of the Official Public Records of Travis County, Texas;

THENCE S.62°35'08"E. along the North Line of said 199.93 Acre Tract and the South Line of the said Plat of Lakeside at Blackhawk Section a distance of 982.43 feet to a nail found;

THENCE S.62°38'09"E. at (at approximately 67 feet pass the Southeast Corner of said plat of Lakeside at Blackhawk Section 3 and continue along the South Line of Lot 2, Block B, Lakeside at Blackhawk II, Phase 1A, according to the plat thereof recorded in Document No. 200700072 of the Official Public Records of Travis County, Texas) in all a distance of 455.78 feet to a 1/2" iron rod set;

THENCE across the said 199.93 Acre Tract the following two courses:

1. S.27°13'42"W. a distance of 250.69 feet to a 1/2" iron rod set;
2. S.02°38'46"E. a distance of 348.13 feet to a 1/2" iron rod found at the Northeast Corner of Lot 23, Block N, Avalon Phase 7A, according to the plat thereof recorded in Document No. 200900157 of the Official Public Records of Travis County, Texas;

THENCE along the North Line of said Lot 23 the following three courses:

1. S.77°46'25"W. a distance of 428.95 feet to a 1/2" iron rod found;
2. N.59°07'00"W. a distance of 101.37 feet to a 1/2" iron rod found;
3. N.51°01'50"W. a distance of 71.16 feet to a 1/2" iron rod found at the Northwest Corner of said Lot 23.

THENCE S.30°51'22"W. along the Northwesterly Line of said Lot 23 a distance of 243.93 feet to a 1/2" iron rod found at the West Corner of said Lot 23 and to a point in the Northerly Line of that 13.451 Acre Tract of Land conveyed to the Board of Trustees of the Pflugerville Independent School District by deed recorded in Document No. 2008085044 of the Official Public Records of Travis County, Texas;

THENCE along said Northerly Line the following two courses:

1. N.59°09'16"W. a distance of 459.93 feet to a 1/2" iron rod found;

34.91 Acres - Avalon Phase 8

2. N.64°46'51"W. a distance of 90.36 feet to a 1/2" iron rod found at the Northwest Corner of said 13.451 Acre Tract and the Northeast Corner of Lot 13, Block N, Avalon Phase 7B, according to the plat thereof recorded in Document No. 201300111 of the Official Public Records of Travis County, Texas ;

THENCE along the North Line of Lots 13, 14, 15 and 16, Block N, Avalon Phase 7B the following three courses:

1. N.77°18'18"W. a distance of 93.02 feet to a 1/2" iron rod set;
2. N.89°30'07"W. a distance of 93.15 feet to a 1/2" iron rod set;
3. S.79°41'54"W. a distance of 220.22 feet to a 1/2" iron rod set at the Northwest Corner of said Lot 16 and the Northeast Corner of the right of way for Moorlynch Avenue as shown on the said plat of Avalon Phase 7B;

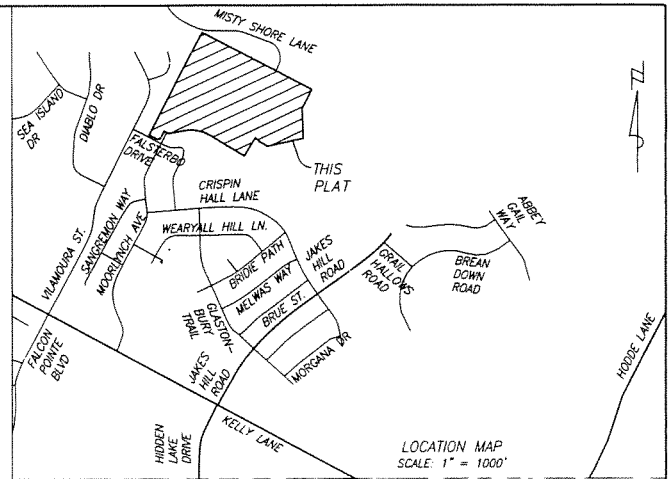
THENCE along the North and West Lines of said Moorlynch Avenue the following three courses:

1. N.62°54'23"W. a distance of 60.00 feet to a 1/2" iron rod set;
2. S.27°05'37"W. a distance of 91.68 feet to a 1/2" iron rod set at a point of curvature of a curve to the right;
3. Westerly, along the arc of said curve to the right a distance of 39.13 feet, said curve having a radius of 25.00 feet, a central angle of 89°41'09", and a chord bearing S.71°56'12"W., 35.26 feet to a 1/2" iron rod said in the said North Line of Falsterbo Drive;

THENCE N.63°13'14"W. along said North Line a distance of 110.14 feet to the said Point of Beginning.

Containing 34.91 acres, more or less as shown on the survey drawing prepared to accompany this description.

PLAT OF  
**AVALON PHASE 8**  
TRAVIS COUNTY, TEXAS



## TRAVIS COUNTY CONSUMER PROTECTION NOTICE FOR HOME BUYERS

IF YOU ARE BUYING A LOT OR HOME, YOU SHOULD DETERMINE WHETHER IT IS INSIDE OR OUTSIDE THE CITY LIMITS. DEPENDING ON STATE LAW AND OTHER FACTORS, LAND OUTSIDE THE CITY LIMITS MAY BE SUBJECT TO FEWER LOCAL GOVERNMENT CONTROLS OVER THE DEVELOPMENT AND USE OF LAND THAN INSIDE THE CITY LIMITS. BECAUSE OF THIS, LOCAL GOVERNMENT MAY NOT BE ABLE TO RESTRICT THE NATURE OR EXTENT OF DEVELOPMENT NEAR THE LOT OR HOME NOR PROHIBIT NEARBY LAND USES THAT ARE INCOMPATIBLE WITH A RESIDENTIAL NEIGHBORHOOD. THIS CAN AFFECT THE VALUE OF YOUR PROPERTY. TRAVIS COUNTY REQUIRES THIS NOTICE TO BE PLACED ON SUBDIVISION PLATS. IT IS NOT A STATEMENT OR REPRESENTATION OF THE OWNER OF THE PROPERTY, THE SUBDIVIDER, OR THEIR REPRESENTATIVES

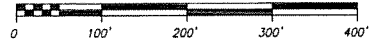
DATE: NOVEMBER 26, 2013

**RANDALL JONES & ASSOCIATES ENGINEERING, INC.**  
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753  
(512) 836-4793 FAX: (512) 836-4817 F-9784

**RJ SURVEYING & ASSOCIATES, INC.**  
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753  
(512) 836-4793 FAX: (512) 836-4817

PLAT OF  
**AVALON PHASE 8**  
TRAVIS COUNTY, TEXAS

SCALE: 1"=100'



LEGEND:

- DE DRAINAGE EASEMENT
- OS OPEN SPACE
- PUE PUBLIC UTILITY EASEMENT
- WWE WASTEWATER EASEMENT
- OPRTC OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY
- FOUND 1/2" IRON ROD
- SET 1/2" IRON ROD WITH RJ SURVEYING CAP
- ..... SIDEWALK REQUIRED
- (K) BLOCK NAME
- FEMA FIRM No. 48453C0280H LIMITS
- FEMA LOMR No. 13-06-1967P LIMITS
- FEMA CLOMR No. 05-06-A034R LIMITS



STREET SUMMARY:

STREET	LINEAR FEET	ROW WIDTH
MOORLYNCH AVENUE	1648	50'
CHALICE WELL DRIVE	1078	50'
CHALICE WELL PLACE	275	50'
MISTY SHORE LANE	680	50'
TOTAL	3681	

TOTAL AREA OF PLAT: 34.91 ACRES  
84 SINGLE FAMILY LOTS  
4 OPEN SPACE & DE LOTS

PROPERTY OWNERS & SUBDIVIDERS:

KM AVALON, LTD.  
BLAKE J. MAGEE, PRESIDENT  
1011 N. LAMAR BLVD.  
AUSTIN, TEXAS 78703

CHESMAR HOMES AUSTIN, LTD.

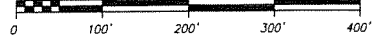
DATE: NOVEMBER 26, 2013 SCALE: 1" = 100'

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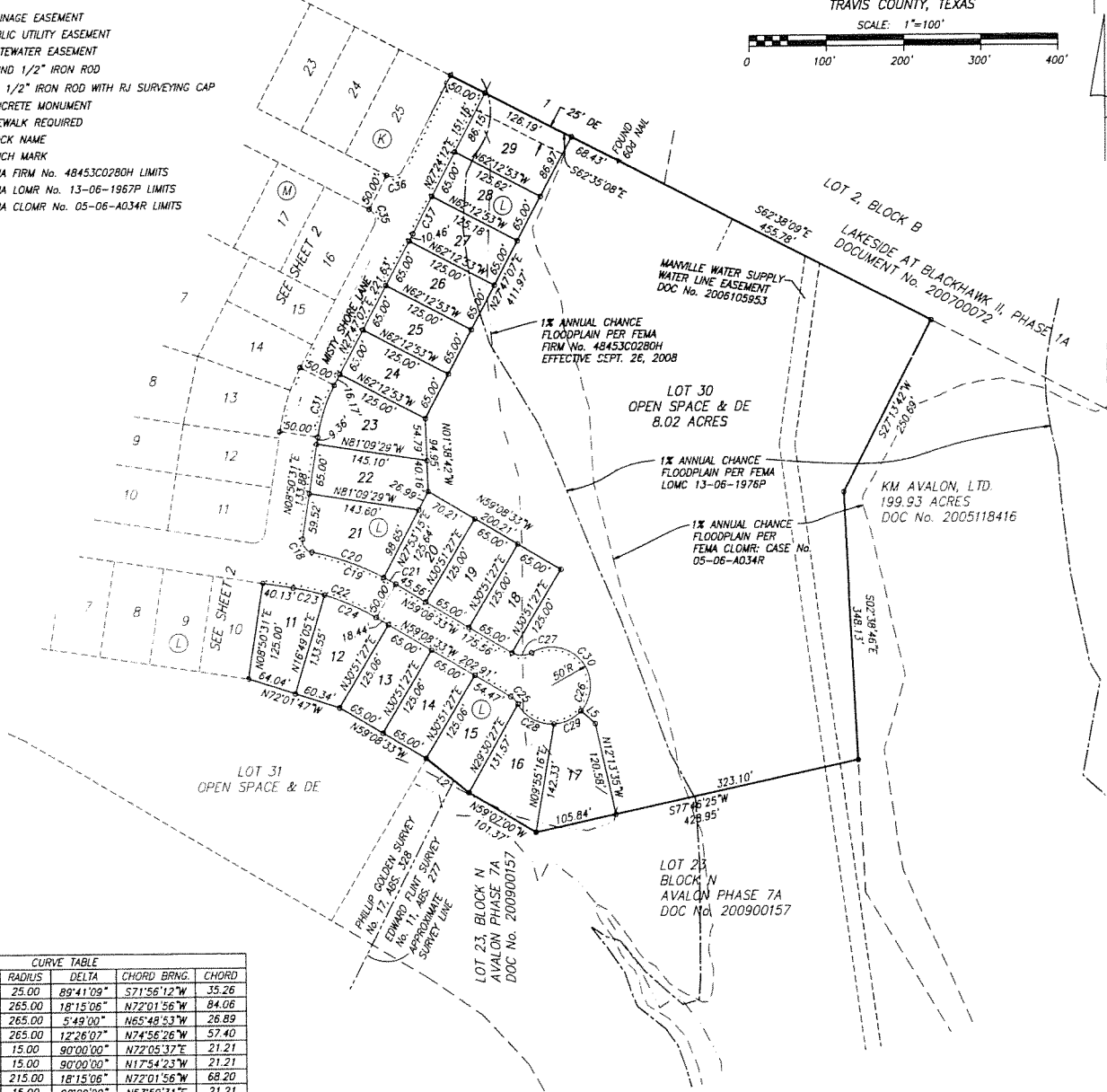
PLAT OF  
**AVALON PHASE 8**  
TRAVIS COUNTY, TEXAS

SCALE: 1"=100'



LEGEND:

- DE DRAINAGE EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- WWE WASTEWATER EASEMENT
- FOUND 1/2" IRON ROD
- SET 1/2" IRON ROD WITH RJ SURVEYING CAP
- CONCRETE MONUMENT
- SIDEWALK REQUIRED
- (XX) BLOCK NAME
- (S) BENCH MARK
- - - FEMA FIRM No. 48453C0280H LIMITS
- - - FEMA LOMR No. 13-06-1967P LIMITS
- - - FEMA CLOMR No. 05-06-A034R LIMITS



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD
C1	39.13	25.00	89°41'09"	S71°56'12"W	35.26
C2	84.42	265.00	18°15'06"	N72°01'56"W	84.06
C3	26.90	265.00	5°49'00"	N65°48'53"W	26.89
C4	57.51	265.00	12°26'07"	N74°56'26"W	57.40
C5	23.56	15.00	90°00'00"	N72°05'37"E	21.21
C6	23.56	15.00	90°00'00"	N17°54'23"W	21.21
C7	68.49	215.00	18°15'06"	N72°01'56"W	68.20
C8	23.56	15.00	90°00'00"	N53°50'31"E	21.21
C9	23.56	15.00	90°00'00"	N36°09'29"W	21.21
C10	218.63	50.00	250°31'45"	N45°51'38"W	81.65
C11	25.39	50.00	29°05'37"	N23°23'18"E	25.12
C12	43.55	50.00	49°54'12"	N62°53'12"E	42.19
C13	43.33	50.00	49°39'23"	N67°20'01"W	41.99
C14	52.41	50.00	60°03'33"	N12°28'33"W	50.04
C15	53.95	50.00	61°49'01"	N48°22'44"E	51.37
C16	30.77	25.00	70°31'44"	N44°06'23"E	28.87
C17	23.56	15.00	90°00'00"	N53°50'31"E	21.21
C18	22.83	15.00	87°12'14"	N34°45'36"W	20.69
C19	117.41	350.00	19°13'11"	N68°45'08"W	116.86
C20	89.26	350.00	16°14'58"	N70°14'14"W	88.93
C21	18.14	350.00	2°58'12"	N60°37'39"W	18.14
C22	115.27	300.00	22°00'56"	N70°09'01"W	114.57
C23	41.76	300.00	7°58'35"	N77°10'12"W	41.73
C24	73.51	300.00	14°02'22"	N66°09'44"W	73.33
C25	13.52	25.00	30°58'50"	N43°39'08"W	13.35
C26	237.85	50.00	272°33'24"	N15°33'35"E	69.12
C27	26.87	25.00	61°34'34"	N89°55'50"W	25.59
C28	56.60	50.00	64°51'11"	N60°35'19"W	53.62
C29	39.53	50.00	45°18'12"	N64°19'59"E	38.51
C30	141.72	50.00	162°24'01"	N39°31'07"W	98.82
C31	71.08	215.00	18°56'36"	N18°18'49"E	70.76
C32	87.61	265.00	18°56'36"	N18°18'49"E	87.22
C33	55.40	265.00	11°58'40"	N14°49'51"E	55.30
C34	32.22	265.00	6°57'55"	N24°18'09"E	32.20
C35	23.56	15.00	90°00'00"	N17°12'53"W	21.21
C36	23.66	15.00	90°22'55"	N72°35'39"E	21.28
C37	54.54	8182.47	0°22'55"	N27°35'39"E	54.54
C38	39.57	25.00	90°41'30"	N72°26'22"E	35.57
C39	21.03	25.00	48°11'23"	N38°07'12"W	20.41
C40	15.20	25.00	34°50'19"	N44°47'44"W	14.97
C41	5.83	25.00	13°21'04"	N20°42'03"W	5.81
C42	163.25	50.00	187°04'15"	N72°26'22"E	99.81
C43	60.21	50.00	68°59'41"	N48°31'21"W	56.64
C44	45.90	50.00	52°36'01"	N70°40'48"E	44.31
C45	57.14	50.00	65°28'33"	N11°38'31"E	54.08
C46	21.03	25.00	48°11'23"	N02°58'56"E	20.41
C47	11.09	25.00	25°29'16"	N08°21'08"W	11.00
C48	9.93	25.00	22°46'07"	N15°42'33"E	9.87

LINE TABLE		
LINE	LENGTH	BEARING
L1	35.93	N28°47'41"E
L2	71.16	N51°01'50"W
L3	60.00	N62°54'23"W
L4	33.14	N62°54'23"W
L5	25.00	N45°19'06"W
L6	65.36	N21°04'46"E
L7	33.14	N62°54'23"W
L8	8.89	N21°04'46"E
L9	56.47	N21°04'46"E
L10	65.00	N27°05'37"E

DATE: NOVEMBER 26, 2013 SCALE: 1" = 100'

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PLAT OF  
**AVALON PHASE 8**  
TRAVIS COUNTY, TEXAS

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY THE  
PLANNING AND ZONING COMMISSION OF THE CITY OF PFLUGERVILLE, TEXAS, ON  
BEHALF OF THE CITY.

BY: \_\_\_\_\_  
THOMAS ANKER, CHAIR

THIS PLAT REFLECTS THE APPROVAL GRANTED BY THE PLANNING AND ZONING  
COMMISSION ON THE DATE INDICATED ABOVE.

BY: \_\_\_\_\_  
EMLY BARRON, PLANNING DIRECTOR

ATTEST:  
\_\_\_\_\_  
KAREN THOMPSON, CITY SECRETARY

THIS SUBDIVISION PLAT IS LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION  
OF THE CITY OF PFLUGERVILLE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_  
EMLY BARRON, PLANNING DIRECTOR

COMMISSIONERS COURT

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

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

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

THE STATE OF TEXAS  
COUNTY OF TRAVIS

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

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

DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

DEPUTY

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 \_\_\_\_\_  
DAY OF \_\_\_\_\_, 20\_\_\_\_ A. D. AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M AND  
DULY RECORDED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A. D.  
AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M, OF SAID COUNTY AND STATE IN DOCUMENT  
NUMBER \_\_\_\_\_ OF THE OFFICIAL PUBLIC RECORDS OF  
TRAVIS COUNTY.

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

DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

DEPUTY

DATE: NOVEMBER 26, 2013

**RANDALL JONES & ASSOCIATES ENGINEERING, INC.**  
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GENERAL NOTES:

- THIS PLAT IS WITHIN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF PFLUGERVILLE.
- NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT, EXCEPT AS APPROVED BY TRAVIS COUNTY AND THE CITY OF PFLUGERVILLE.
- ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER OR HIS / HER ASSIGNS.
- THE PROPERTY OWNER OR HIS / HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY THE CITY OF PFLUGERVILLE AND TRAVIS COUNTY FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.
- FOUR FOOT (4') SIDEWALKS SHALL BE CONSTRUCTED ALONG EACH SIDE OF ALL STREETS AND SIDEWALK RAMPS FOR HANDICAP ACCESS SHALL BE PROVIDED AT ALL STREET INTERSECTIONS.
- SINGLE FAMILY SIDE YARD SETBACK SHALL BE 5 FEET AS STATED IN THE COMPREHENSIVE DEVELOPMENT AGREEMENT BETWEEN KM KELLY LANE AND THE CITY OF PFLUGERVILLE.
- NO SINGLE FAMILY LOT SHALL BE LESS THAN 6,000 SQUARE FEET IN AREA AS STATED IN THE COMPREHENSIVE DEVELOPMENT AGREEMENT BETWEEN KM KELLY LANE AND THE CITY OF PFLUGERVILLE.
- WATER SERVICE TO THE SUBDIVISION WILL BE PROVIDED BY MANVILLE WATER SUPPLY CORPORATION. (WHOLESALE) AND THE CITY OF PFLUGERVILLE (RETAIL).
- WASTEWATER SERVICE TO THE SUBDIVISION WILL BE PROVIDED BY THE CITY OF PFLUGERVILLE.
- PARKLAND WILL BE DEDICATED PER THE REQUIREMENTS OF THE COMPREHENSIVE DEVELOPMENT AGREEMENT BETWEEN KM KELLY LANE AND THE CITY OF PFLUGERVILLE.
- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN APPROVED SEWER SYSTEM.
- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WATER SYSTEM APPROVED BY THE TEXAS STATE DEPARTMENT OF HEALTH.
- THIS PROPERTY IS SUBJECT TO THE COVENANTS AND RESTRICTIONS RECORDED IN DOCUMENT No. 2008064285 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, THE DESIGN GUIDELINES RECORDED IN DOCUMENT No. 2007012260 AND THE AMENDMENT TO THE DESIGN GUIDELINES RECORDED IN DOCUMENT No. 2009047703 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. UPON FINAL PLAT RECORDEATION, A NOTICE OF APPLICABILITY FOR THIS PLAT WILL BE RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
- THE ASSESSED COMMUNITY IMPACT FEE RATE FOR WASTEWATER SERVICE SHALL BE AT THE RATE ESTABLISHED IN PFLUGERVILLE ORDINANCE No. 891-07-06-26
- CONSTRUCTION PLANS AND SPECIFICATIONS FOR ALL SUBDIVISION IMPROVEMENTS SHALL BE REVIEWED AND APPROVED BY THE CITY OF PFLUGERVILLE PRIOR TO ANY CONSTRUCTION WITHIN THE SUBDIVISION.
- ON-SITE STORM WATER DETENTION FACILITIES SHALL BE PROVIDED TO REDUCE POST-DEVELOPMENT PEAK RATES OF DISCHARGE OF THE 2 YEAR, 10 YEAR, 25 YEAR AND 100 YEAR STORM EVENTS
- STREETLIGHTS SHALL BE INSTALLED AND OPERATIONAL BY THE SUBDIVIDER WITH PUBLIC IMPROVEMENTS PER ALL CITY OF PFLUGERVILLE STANDARDS. A STREET LIGHTING PLAN SHALL BE APPROVED BY THE APPLICABLE ELECTRIC UTILITY PROVIDER AS WELL AS THE CITY OF PFLUGERVILLE.
- ALL ELECTRIC UTILITY INFRASTRUCTURE INCLUDING BUT NOT LIMITED TO TELEPHONE, CABLE TELEVISION, ELECTRIC UTILITY LATERAL AND SERVICE LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF PFLUGERVILLE ENGINEERING DESIGN GUIDELINES
- WASTEWATER AND WATER SYSTEMS SHALL CONFORM TO TCEQ (TEXAS COMMISSION ON ENVIRONMENTAL QUALITY) AND STATE BOARD OF INSURANCE REQUIREMENTS. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR RE-PLATTING MAY BE REQUIRED AT THE OWNER'S SOLE EXPENSE IF PLANS TO DEVELOP THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS
- A 10 FOOT PUE SHALL BE DEDICATED ALONG STREET FRONTAGE
- THIS SUBDIVISION IS SUBJECT TO ALL CITY OF PFLUGERVILLE ORDINANCES RELATED TO TREE PRESERVATION
- THIS SUBDIVISION IS IN THE KELLY LANE W. C. I. D. No. 1.
- A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO SITE DEVELOPMENT.
- LOT 26, BLOCK K AND LOTS 30 AND 31 BLOCK L ARE RESTRICTED TO NON-RESIDENTIAL USES.

OWNER'S CERTIFICATION

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

THAT KM AVALON, LTD., BLAKE J. MAGEE, PRESIDENT, BEING THE OWNER OF A TRACT OF LAND OUT OF THE EDWARD FLINT SURVEY No. 11, ABSTRACT No. 277 AND THE PHILLIP GOLDEN SURVEY No. 17, ABSTRACT No. 328, DESCRIBED AS 199.93 ACRES IN A SPECIAL WARRANTY DEED GRANTED TO KM AVALON, LTD., DATED JUNE 30, 2005 AND RECORDED UNDER DOCUMENT No. 2005118416, IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

AND THAT CHESMAR HOMES AUSTIN, LTD., A TEXAS LIMITED PARTNERSHIP, BEING THE OWNER OF A TRACT OF LAND OUT OF THE EDWARD FLINT SURVEY No. 11, ABSTRACT No. 277 AND THE PHILLIP GOLDEN SURVEY No. 17, ABSTRACT No. 328, DESCRIBED AS 23.388 ACRES IN A SPECIAL WARRANTY DEED GRANTED TO CHESMAR HOMES AUSTIN, LTD., A TEXAS LIMITED PARTNERSHIP, DATED JANUARY 7, 2014 AND RECORDED UNDER DOCUMENT No. 2014002180, IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

DO HEREBY SUBDIVIDE, IN ACCORDANCE WITH CHAPTERS 212 AND 232 OF THE TEXAS LOCAL GOVERNMENT CODE, 34.91 ACRES TO BE KNOWN AS AVALON PHASE 8 IN ACCORDANCE WITH THE MAP OR PLAT ATTACHED HERETO, AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
BLAKE J. MAGEE  
KM AVALON, LTD.  
1011 N. LAMAR BLVD.  
AUSTIN, TEXAS 78703

\_\_\_\_\_  
CHESMAR HOMES, AUSTIN, LTD.,  
A TEXAS LIMITED PARTNERSHIP

ACKNOWLEDGMENT:

STATE OF TEXAS  
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED  
BLAKE J. MAGEE, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

SEAL

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

ACKNOWLEDGMENT:

STATE OF TEXAS  
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED  
\_\_\_\_\_, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

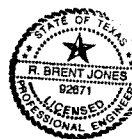
SEAL

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

A PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS  
SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD  
INSURANCE RATE MAP (FIRM) PANEL NO. 48453C0280H, EFFECTIVE DATE SEPTEMBER  
26, 2008, FOR TRAVIS COUNTY, TEXAS.

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

*RB* 11/26/13  
R. BRENT JONES  
LICENSED PROFESSIONAL ENGINEER No. 92671  
STATE OF TEXAS



STATE OF TEXAS  
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS

THAT I, J. KENNETH WEIGAND, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT  
FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT  
ALL CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY  
PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION CODE OF THE CITY  
OF PFLUGERVILLE, TEXAS AND THAT ALL KNOWN EASEMENTS WITHIN THE BOUNDARY  
OF THE PLAT ARE SHOWN HEREON.

*J. Kenneth Weigand* Nov. 21, 2014  
J. KENNETH WEIGAND  
REGISTERED PROFESSIONAL LAND SURVEYOR No. 5741  
STATE OF TEXAS







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

Date: March 21, 2014

Owner's Name and Address: Chesmar Homes Austin, Limited  
1846 N. Loop 1604 West, Ste. 200  
SAN ANTONIO, TX 78260  
\_\_\_\_\_  
\_\_\_\_\_

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

Avalon Phase 8

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

Executed and affective as of the date set forth below.

Owner: Chesmar Homes Austin, Ltd.

By: Sean Chandler

Name: SEAN CHANDLER

Title: PRESIDENT  
Authorized Representative

Travis County

By: \_\_\_\_\_  
County Executive  
Travis County Transportation and Natural Resources Department

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF ~~TRAVIS~~ Williamson

This instrument was acknowledged before me on the 21 day of  
March, 2014, by Sean Chandler of Travis County,  
Texas, known to me personally or on the basis of an approved form of identification, in  
the capacity stated.



*[Handwritten Signature]*

Notary Public, State of Texas

My Commission Expires: November 14, 2015

*[Handwritten Name]*

(Printed Name of Notary)

After Completing Return To:

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

Attention: Michael Hettenhausen, Planner

**Travis County Commissioners Court Agenda Request****Meeting Date:** April 1, 2014**Prepared By:** Sarah Sumner      **Phone #:** (512) 854-7687**Division Director/Manager:** Anna Bowlin, Division Director of Planning and Long Range Development**Department Head/Title:** Steven M. Manilla, P.E., County Executive-TNR**Sponsoring Court Member:** Commissioner Davis, Precinct One**AGENDA LANGUAGE:**

Consider and take appropriate action on the following requests:

- A) A plat for recording Avalon Phase 6A (final plat – 51 lots on 11.78 acres – Bridie Path– water and waste water provided by the City of Pflugerville);
- B) A construction agreement for the public infrastructure; and
- C) A cash security agreement in Precinct One.

**BACKGROUND/SUMMARY OF REQUEST:**

The final plat of Avalon Phase 6A consists of 50 single family lots and 1 landscape lot on 11.78 acres. There are 2,142 linear feet of proposed public roadway. Parkland has been addressed in the Development Agreement between the developer and the City of Pflugerville. The property is located in the City of Pflugerville ETJ and water and waste water are provided by the City of Pflugerville. The construction agreement follows the Travis County standard form for the public infrastructure. The Cash Security Agreement follows the Travis County standard form in the amount of \$52,700.80.

**STAFF RECOMMENDATIONS:**

This application meets Travis County standards and was approved by the Zoning and Platting Commission of the City of Pflugerville on March 3, 2014. TNR staff recommends this plat.

**ISSUES AND OPPORTUNITIES:**

Staff has not received any inquiries about this plat.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

NA

**EXHIBITS/ATTACHMENTS:**

Location Map, Proposed Plat, Construction Agreement, Cash Security Agreement, Precinct Map

**REQUIRED AUTHORIZATIONS:**

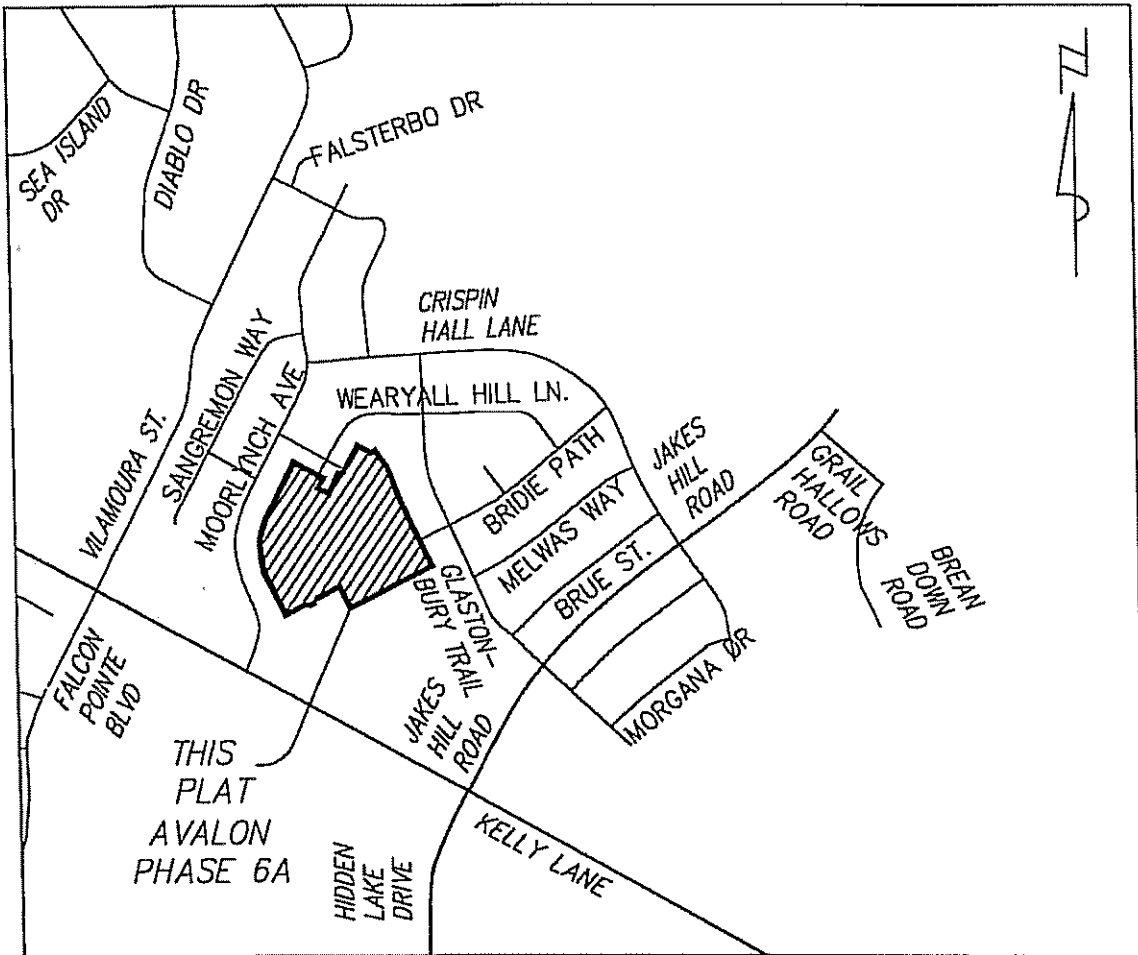
Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Anna Bowlin	Division Director Planning and Long Range Development	TNR	(512) 854-7561

**CC:**

Sarah Sumner	Planner	TNR	(512) 854-7687

**CD:AB:ss**

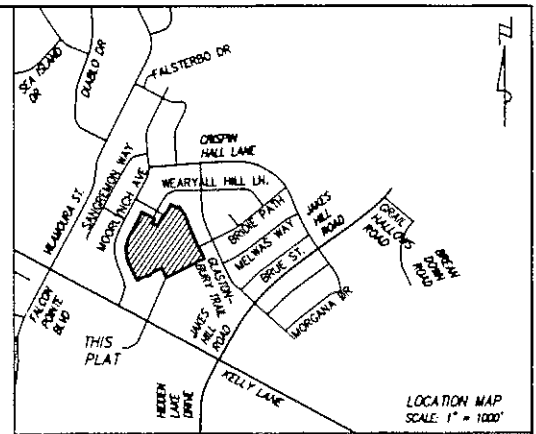
**1101 - Development Services Long Range Planning- Avalon Phase 6A**



LOCATION MAP  
SCALE: 1" = 1000'



PLAT OF  
AVALON PHASE 6A  
TRAVIS COUNTY, TEXAS



TRAVIS COUNTY  
CONSUMER PROTECTION NOTICE FOR HOME BUYERS

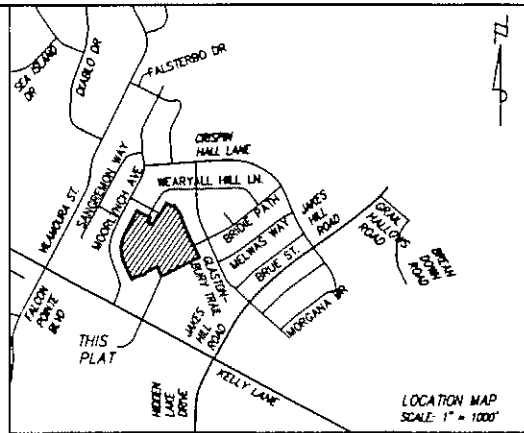
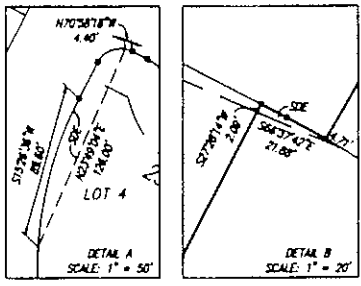
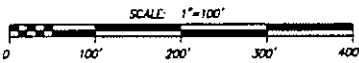
IF YOU ARE BUYING A LOT OR HOME, YOU SHOULD DETERMINE WHETHER IT IS INSIDE OR OUTSIDE THE CITY LIMITS. DEPENDING ON STATE LAW AND OTHER FACTORS, LAND OUTSIDE THE CITY LIMITS MAY BE SUBJECT TO FEWER LOCAL GOVERNMENT CONTROLS OVER THE DEVELOPMENT AND USE OF LAND THAN INSIDE THE CITY LIMITS. BECAUSE OF THIS, LOCAL GOVERNMENT MAY NOT BE ABLE TO RESTRICT THE NATURE OR EXTENT OF DEVELOPMENT NEAR THE LOT OR HOME NOR PROHIBIT NEARBY LAND USES THAT ARE INCOMPATIBLE WITH A RESIDENTIAL NEIGHBORHOOD. THIS CAN AFFECT THE VALUE OF YOUR PROPERTY. TRAVIS COUNTY REQUIRES THIS NOTICE TO BE PLACED ON SUBDIVISION PLATS. IT IS NOT A STATEMENT OR REPRESENTATION OF THE OWNER OF THE PROPERTY, THE SUBDIVIDER, OR THEIR REPRESENTATIVES

DATE: JAN. 7, 2014

RANDALL JONES & ASSOCIATES ENGINEERING, INC.  
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753  
(512) 836-4783 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.  
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753  
(512) 836-4783 FAX: (512) 836-4817

FINAL PLAT OF  
**AVALON PHASE 6A**  
TRAVIS COUNTY, TEXAS



CURVE	LENGTH	RADIUS	DELTA	CHORD BEING	CHORD
C1	10.39	215.00	7°46'11"	S81°08'52"E	10.39
C2	23.58	15.00	90°00'00"	S16°33'07"W	23.57
C3	23.58	15.00	90°00'00"	N71°28'57"W	23.57
C4	154.07	263.00	32°46'36"	N43°08'47"W	153.91
C5	125.00	215.00	33°16'36"	N43°08'47"W	123.24
C6	53.14	263.00	11°55'27"	N43°08'47"W	53.04
C7	54.84	263.00	11°54'57"	N43°08'47"W	54.35
C8	44.28	263.00	17°47'28"	N43°08'47"W	44.23
C9	28.75	215.00	7°28'37"	N43°08'47"W	28.72
C10	108.65	215.00	28°28'27"	N43°08'47"W	105.56
C11	23.58	15.00	90°00'00"	N71°28'57"W	23.57
C12	23.58	15.00	90°00'00"	N18°33'07"E	23.57
C13	23.58	15.00	90°00'00"	N71°28'57"W	23.57
C14	23.58	15.00	90°00'00"	N18°33'07"E	23.57
C15	13.97	15.00	54°08'35"	N43°08'47"W	13.42
C16	8.65	15.00	36°51'05"	N43°08'47"W	8.49
C17	249.39	263.00	53°53'11"	N43°08'47"W	240.29
C18	262.33	215.00	53°53'11"	N43°08'47"W	184.83
C19	37.85	263.00	8°10'59"	N43°08'47"W	37.82
C20	58.49	263.00	12°51'41"	N11°28'07"W	58.39
C21	58.49	263.00	12°51'41"	N43°08'47"W	58.39
C22	58.49	263.00	12°51'41"	N11°28'07"W	58.39
C23	33.08	263.00	7°08'08"	N43°08'47"W	33.08
C24	30.18	215.00	8°02'36"	N43°08'47"W	30.18
C25	172.15	215.00	43°54'36"	N43°08'47"W	167.59
C26	23.58	15.00	90°00'00"	N71°28'57"W	23.57
C27	21.03	25.00	49°11'23"	N43°08'47"W	20.41
C28	241.19	50.00	2°02'46"	N71°28'57"W	240.87
C29	40.19	50.00	49°01'35"	N71°28'57"W	39.12
C30	52.14	50.00	58°14'35"	N43°08'47"W	49.87
C31	38.81	50.00	44°14'23"	N71°28'57"W	37.63
C32	38.81	50.00	44°14'23"	N43°08'47"W	37.63
C33	43.77	50.00	52°28'49"	N43°08'47"W	44.19
C34	25.87	50.00	28°38'47"	N43°08'47"W	25.58
C35	21.03	25.00	49°11'23"	N43°08'47"W	20.41
C36	23.58	15.00	90°00'00"	N17°28'46"W	23.57

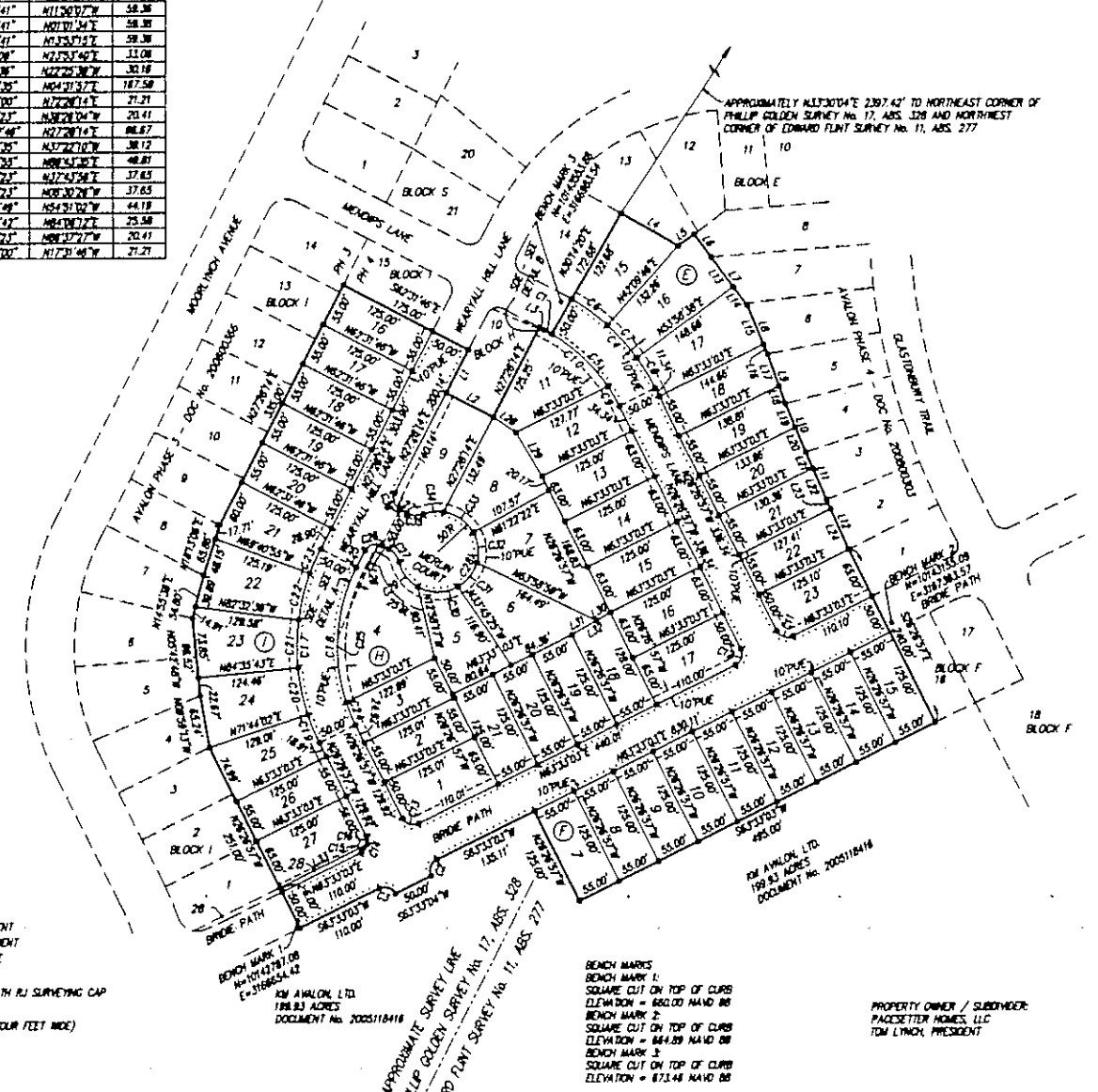
STREET SUMMARY:

STREET	LINEAR FEET	ROW WIDTH
BRIDGE PATH	800'	50'
WEARY HILL LANE	700'	50'
MERLIN COURT	108'	50'
MENDIPS LAKE	516'	50'

SUBDIVISION SUMMARY:

	LOTS	ACRES
RESIDENTIAL:	50	8.28
NON-RESIDENTIAL:	0	0.00
PRIVATE OPEN SPACE:	1	0.03
DETENTION:	0	0.00
RESIDENTIAL INCLUDED IN THIS PHASE:	50	8.28
PREVIOUS RESIDENTIAL PHASES:	437	84.50
TOTAL RESIDENTIAL:	487	92.78
PUBLIC PARKLAND INCLUDED IN THIS PHASE:	0	0.00
TOTAL PARKLAND REQUIRED PER COMPREHENSIVE DEV. AGREEMENT:		N/A
TOTAL PARKLAND DEDICATED TO DATE:		48.88

LINE	BEARING	LENGTH
L1	S27°28'14"W	80.00
L2	S62°18'47"E	65.00
L3	S62°17'46"E	8.73
L4	S62°28'16"E	82.08
L5	N65°18'16"E	23.87
L6	S38°41'30"E	35.38
L7	S38°41'30"E	74.57
L8	S22°10'27"E	65.51
L9	S17°28'30"E	65.88
L10	S22°10'45"E	65.08
L11	S27°11'17"E	64.43
L12	S20°02'24"E	67.51
L13	N65°18'16"E	46.26
L14	N65°18'16"E	38.31
L15	N27°11'17"E	52.38
L16	N22°10'45"E	13.15
L17	N17°28'30"E	42.18
L18	N17°28'30"E	23.40
L19	N22°10'45"E	31.76
L20	N27°11'17"E	33.30
L21	S47°11'18"E	21.81
L22	S47°11'18"E	42.82
L23	N42°28'14"E	12.48
L24	N42°28'14"E	53.05
L25	N42°28'14"E	23.76
L26	N42°28'14"E	70.00
L27	N42°28'14"E	70.00
L28	N42°28'14"E	34.04
L29	N42°28'14"E	63.17
L30	N42°28'14"E	28.15
L31	N42°28'14"E	34.94
L32	N42°28'14"E	53.08
L33	N42°28'14"E	122.00



- LEGEND:
- DE DRAINAGE EASEMENT
  - PUE PUBLIC UTILITY EASEMENT
  - SEZ SIGHT DISTANCE EASEMENT
  - BL BUILDING SETBACK LINE
  - FOUND 1/2" IRON ROD
  - SET 1/2" IRON ROD WITH RJ SURVEYING CAP
  - CONCRETE MONUMENT
  - SIDEWALK REQUIRED (FOUR FEET WIDE)
  - FF BLOCK NAME

SITE DATA:  
11.78 ACRES  
PHILIP GOLDEN SURVEY No. 17, ABSTRACT No. 328 AND EDWARD FLINT SURVEY No. 11, ABSTRACT No. 277  
50 SINGLE FAMILY LOTS  
1 PRIVATE OPEN SPACE LOT (LOT 26, BLOCK 1)  
4 BLOCKS  
2,142 LINEAR FEET OF NEW STREETS

BENCH MARKS:  
BENCH MARK 1: SQUARE CUT ON TOP OF CURB ELEVATION = 862.00 NAVD 88  
BENCH MARK 2: SQUARE CUT ON TOP OF CURB ELEVATION = 864.89 NAVD 88  
BENCH MARK 3: SQUARE CUT ON TOP OF CURB ELEVATION = 873.48 NAVD 88

PROPERTY OWNER / SUBDIVIDER:  
PACSETTER HOMES, LLC  
TOM LYNCH, PRESIDENT

DATE: JAN. 7, 2014 SCALE: 1" = 100'

**RANDALL JONES & ASSOCIATES ENGINEERING, INC.**  
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753  
(512) 836-4793 FAX: (512) 836-4817 F-8784

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FINAL PLAT OF  
**AVALON PHASE 6A**

GENERAL NOTES:

- THIS PLAT IS WITHIN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF PFLUGERVILLE.
- NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT, EXCEPT AS APPROVED BY TRAVIS COUNTY AND THE CITY OF PFLUGERVILLE.
- ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER OR HIS / HER ASSIGNS.
- THE PROPERTY OWNER OR HIS / HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY THE CITY OF PFLUGERVILLE AND TRAVIS COUNTY FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.
- FOUR FOOT (4') SIDEWALKS SHALL BE CONSTRUCTED ALONG EACH SIDE OF ALL STREETS AND SIDEWALK RAMPS FOR HANDICAP ACCESS SHALL BE PROVIDED AT ALL STREET INTERSECTIONS.
- SINGLE FAMILY SIDE YARD SETBACK SHALL BE 5 FEET AS STATED IN THE COMPREHENSIVE DEVELOPMENT AGREEMENT BETWEEN KM KELLY LANE AND THE CITY OF PFLUGERVILLE.
- NO SINGLE FAMILY LOT SHALL BE LESS THAN 6,000 SQUARE FEET IN AREA AS STATED IN THE COMPREHENSIVE DEVELOPMENT AGREEMENT BETWEEN KM KELLY LANE AND THE CITY OF PFLUGERVILLE.
- WATER SERVICE TO THE SUBDIVISION WILL BE PROVIDED BY MANVILLE WATER SUPPLY CORPORATION (WHOLESALE) AND THE CITY OF PFLUGERVILLE.
- WASTEWATER SERVICE TO THE SUBDIVISION WILL BE PROVIDED BY THE CITY OF PFLUGERVILLE.
- PARKLAND WILL BE DEDICATED PER THE REQUIREMENTS OF THE COMPREHENSIVE DEVELOPMENT AGREEMENT BETWEEN KM KELLY LANE AND THE CITY OF PFLUGERVILLE.
- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN APPROVED SEWER SYSTEM.
- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WATER SYSTEM APPROVED BY THE TEXAS STATE DEPARTMENT OF HEALTH.
- AVALON IS GOVERNED BY THE AVALON MASTER COVENANT, RECORDED AS DOCUMENT NO. 200804285 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND THE DESIGN GUIDELINES RECORDED IN DOCUMENT NO. 200701260 OF THE OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS. UPON THE FINAL PLAT RECORDATION FOR AVALON PHASE 6A, A NOTICE OF APPLICABILITY (NOA) WILL BE RECORDED TO INCLUDE PHASE 6A IN THE DEED RESTRICTIONS.
- A TRAVIS COUNTY SITE DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
- THE ASSESSED COMMUNITY IMPACT FEE RATE FOR WASTEWATER SERVICE SHALL BE PAID IN ACCORDANCE WITH THE COMPREHENSIVE DEVELOPMENT AGREEMENT BETWEEN KM KELLY LANE AND THE CITY OF PFLUGERVILLE OR IN ACCORDANCE WITH THE CITY OF PFLUGERVILLE ORDINANCE NO. 091-07-06-26.
- CONSTRUCTION PLANS AND SPECIFICATIONS FOR ALL SUBDIVISION IMPROVEMENTS SHALL BE REVIEWED AND APPROVED BY THE CITY OF PFLUGERVILLE PRIOR TO ANY CONSTRUCTION WITHIN THE SUBDIVISION.
- ON-SITE STORM WATER DETENTION FACILITIES SHALL BE PROVIDED TO REDUCE POST-DEVELOPMENT PEAK RATES OF DISCHARGE OF THE 2 YEAR, 10 YEAR, 25 YEAR AND 100 YEAR STORM EVENTS.
- STREETLIGHTS SHALL BE INSTALLED AND OPERATIONAL BY THE SUBDIVIDER WITH PUBLIC IMPROVEMENTS PER ALL CITY OF PFLUGERVILLE STANDARDS. A STREET LIGHTING PLAN SHALL BE APPROVED BY THE APPLICABLE ELECTRIC UTILITY PROVIDER AS WELL AS THE CITY OF PFLUGERVILLE.
- ALL ELECTRIC UTILITY INFRASTRUCTURE INCLUDING BUT NOT LIMITED TO TELEPHONE, CABLE TELEVISION, ELECTRIC UTILITY LATERAL AND SERVICE LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF PFLUGERVILLE ENGINEERING DESIGN GUIDELINES.
- WASTEWATER AND WATER SYSTEMS SHALL CONFORM TO TCEQ (TEXAS COMMISSION ON ENVIRONMENTAL QUALITY) AND STATE BOARD OF INSURANCE REQUIREMENTS. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR RE-PLATTING MAY BE REQUIRED AT THE OWNER'S SOLE EXPENSE IF PLANS TO DEVELOP THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
- A 10 FOOT PUE SHALL BE DEDICATED ALONG STREET FRONTAGE.
- THIS SUBDIVISION IS SUBJECT TO TREE PRESERVATION AS STATED IN THE COMPREHENSIVE DEVELOPMENT AGREEMENT BETWEEN KM KELLY LANE AND THE CITY OF PFLUGERVILLE DATED MAY 2008.
- THIS SUBDIVISION IS IN THE KELLY LANE W. C. I. D. No. 1.
- LOT 26, BLOCK 1 IS A PRIVATE OPEN SPACE LOT AND IS FOR LANDSCAPE, WALL AND FENCE PURPOSES AND WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

OWNER'S CERTIFICATION

THE STATE OF TEXAS  
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS

THAT PACESETTER HOMES, LLC, BEING THE OWNER OF A TRACT OF LAND OUT OF THE PHILIP GOLDEN SURVEY, ABSTRACT-326, AND OUT OF THE EDWARD FLINT SURVEY, ABSTRACT-277 DESCRIBED AS 11.78 ACRES IN A SPECIAL WARRANTY DEED GRANTED TO PACESETTER HOMES, LLC, DATED JULY 2, 2013 AND RECORDED UNDER DOCUMENT NO. 2013122858, IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DOES HEREBY SUBSCRIBE, IN ACCORDANCE WITH CHAPTERS 212 AND 232 OF THE TEXAS LOCAL GOVERNMENT CODE, 11.78 ACRES TO BE KNOWN AS AVALON PHASE 6A IN ACCORDANCE WITH THE MAP OR PLAT ATTACHED HERETO, AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS 31 DAY OF OCT, 2013

PACESETTER HOMES, LLC

*Tom Lynch*  
TOM LYNCH, PRESIDENT

ACKNOWLEDGMENT:

STATE OF TEXAS  
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED TOM LYNCH, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 31<sup>st</sup> DAY OF October, 2013

SEAL

*Charles P. Dicus*  
NOTARY PUBLIC, STATE OF TEXAS



NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 48453C0200M, EFFECTIVE DATE SEPTEMBER 26, 2004, FOR TRAVIS COUNTY, TEXAS.

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

*R. Brent Jones*  
R. BRENT JONES  
LICENSED PROFESSIONAL ENGINEER NO. 92671  
STATE OF TEXAS



STATE OF TEXAS  
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS

THAT I, J. KENNETH WEGAND, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT ALL CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION CODE OF THE CITY OF PFLUGERVILLE, TEXAS AND THAT ALL KNOWN EASEMENTS WITHIN THE BOUNDARY OF THE PLAT ARE SHOWN HEREON.

*J. Kenneth Wegand*  
J. KENNETH WEGAND  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5741  
STATE OF TEXAS



APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY THE  
PLANNING AND ZONING COMMISSION OF THE CITY OF PFLUGERVILLE, TEXAS, ON  
BEHALF OF THE CITY.

BY: RHONET BLACKBURN, CHAIR

THIS PLAT REFLECTS THE APPROVAL GRANTED BY THE PLANNING AND ZONING COMMISSION ON THE DATE INDICATED ABOVE.

BY: EMELY BARRON, PLANNING DIRECTOR

ATTEST:  
KAREN THOMPSON, CITY SECRETARY

COMMISSIONERS COURT

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

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

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

THE STATE OF TEXAS  
COUNTY OF TRAVIS

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

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

DANA DEBEAUVOUR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

DEPUTY

I, DANA DEBEAUVOUR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, AND ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A. D., AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M AND DULY RECORDED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A. D., AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M, OF SAID COUNTY AND STATE IN DOCUMENT NUMBER \_\_\_\_\_ OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

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

DANA DEBEAUVOUR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

DEPUTY

DATE: JULY 7, 2014

**RANDALL JONES & ASSOCIATES ENGINEERING, INC.**  
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1212 E. BRAKER LANE, AUSTIN, TEXAS 78753  
(512) 836-4793 FAX: (512) 836-4817

LOT AREAS (SQUARE FEET)	LOT AREAS (SQUARE FEET)
E-15 8,832	H-11 8,274
E-16 10,355	H-12 8,004
E-17 10,033	H-13 7,875
E-18 7,811	H-14 7,875
E-19 7,479	H-15 7,875
E-20 7,262	H-16 7,875
E-21 7,084	H-17 8,076
E-22 8,844	H-18 8,957
E-23 8,083	H-19 8,875
F-7 8,875	H-20 8,875
F-8 8,875	H-21 8,875
F-9 8,875	I-18 8,874
F-10 8,875	I-17 8,874
F-11 8,875	I-16 8,874
F-12 8,875	I-19 8,874
F-13 8,875	I-20 8,874
F-14 8,875	I-21 8,748
F-15 8,874	I-22 9,308
	I-23 8,915
	I-24 8,281
H-1 8,077	I-25 8,385
H-2 8,875	I-26 8,875
H-3 8,854	I-27 8,118
H-4 15,585	I-28 710
H-5 8,282	
H-6 8,548	
H-7 13,387	
H-8 8,528	
H-9 8,823	

RIGHT OF WAY 108,968

§ EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS COUNTY OF TRAVIS

This Agreement is made and entered into by and between HOMES, L.L.C., (the "Subdivider") and Travis County, Texas, (the "County"), hereinafter collectively referred to as the "Parties".

Pacesetter

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

WHEREAS, the Subdivider desires to subdivide the Property, pursuant to the proposed final plat of "Avalon Phase 6A" (the "Subdivision"); and

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

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

NOW, THEREFORE, the Parties agree as follows:

I. Subdivider's Obligations

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

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

C. Alternative Fiscal. Notwithstanding any other provisions of this Agreement, the Subdivider may request the Commissioners Court to hold the administratively approved plat in abeyance until all streets, alleys, sidewalks, and drainage improvements in the Subdivision. The Subdivider must post fiscal security to secure restoration of disturbed areas should construction not be completed. Upon satisfactory completion, the submitted plat shall be forwarded to the Commissioners Court for approval and recording, provided adequate fiscal security has been posted to secure the one year Construction Performance Period described below.

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

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

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

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

- 1) a professional engineer's certification of quantities of work completed;
- 2) a contractor's invoice for work completed; and
- 3) a TNR inspection report, indicating the completion of the portion of the work represented by the contractor's invoice.

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

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

## II. County's Obligations

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

B. Notice of Defect. The County will notify the Subdivider, if an inspection reveals that any portion of the Improvements is not constructed in accordance with the Standards or is otherwise defective. However, the County is not responsible for the construction of the Improvements, the quality of the material, or the construction methods utilized. In addition, the County is not responsible for making continuous on-site inspections of the construction work and the County has no privity with or responsibility for the

construction contractor or any subcontractors. The Subdivider will have thirty (30) days from such notice to cure the defect. It is an event of default under this Agreement, if the defect is not cured prior to the expiration of the time to cure.

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

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

- a. The failure of the Subdivider to construct the Improvements to the applicable County Standards;
- b. The Subdivider's failure to renew or replace the Security at least forty-five (45) days prior to its expiration;
- c. The acquisition of the Property or a portion of the Property by the issuer of the Security or other creditor through foreclosure or an assignment or conveyance in lieu of foreclosure;
- d. The arrangement by the Commissioners Court for the completion of one or more of the Improvements; or
- e. The determination by the Commissioners Court that the completion of one or more of the public Improvements is in the public Interest.

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

F. Use of Proceeds.

- 1) The County must utilize the proceeds of any posted security solely for the purpose of completing the Improvements to the County's Standards or to correct defects in or failures of the Improvements.
- 2) The County may in its sole discretion complete some or all of the unfinished Improvements at the time of default, regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced, without incurring any obligation to complete any of the unfinished Improvements. If the County uses the proceeds to complete, repair, or reconstruct the Improvements, it will do so as a public trustee of the development process in order to protect purchasers and taxpayers from the adverse consequences of a subdivider default or to protect the

public interest by completing the Improvements.

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

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

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

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

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

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

### III. MISCELLANEOUS

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

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

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

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

E. Indemnification. The Subdivider shall indemnify and hold the County harmless from and against all

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

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

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

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

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



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

Subdivider: Pacesetter Homes, L.L.C.  
7940 Shoal Creek Blvd, Ste. 200  
Austin, TX 78757

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

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

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

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

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

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

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


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

TRAVIS COUNTY, TEXAS

SUBDIVIDER:

\_\_\_\_\_  
County Judge

Date: 3-14-14

By:   
Name: Tom Lynch  
Title: President  
Authorized Representative  
Date: 3-14-14

ACKNOWLEDGEMENT

STATE OF TEXAS

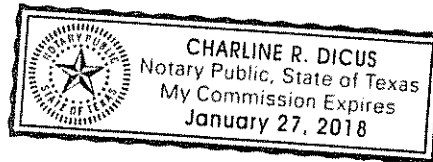
COUNTY OF TRAVIS

This instrument was acknowledged before me on the day of, March 14, 2014, by Tom Lynch, President, in the capacity stated herein.

After Recording Return to:  
Executive Manager,  
Transportation and Natural Resources  
P.O. Box 1748  
Austin, Texas 78767

Signature of Notary





§ EXHIBIT 82.401 (C)

**CASH SECURITY AGREEMENT**

TO: Travis County, Texas

DEVELOPER: Pacesetter Homes LLC.

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$52,700.80

SUBDIVISION: Avalon Phase 6A

DATE OF POSTING:

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 CASH SECURITY AGREEMENT (this "Agreement"). Travis County (the "County") may draw on the account of the DEVELOPER 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 Improvements to current Travis County Standards for the Construction of Roads and Drainage in Subdivisions (the "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 prior to the EXPIRATION DATE to provide for the construction and completion of the street and drainage Improvements in the SUBDIVISION to current Travis County Standards for the construction of Roads and Drainage in Subdivisions ("the "Standards"), so that the Improvements are performing to the Standards upon the approval of the construction of the Improvements and the acceptance of the public Improvements by the Commissioners Court and at the end of the public Improvement construction Performance Period, which commences upon the acceptance.

Partial drafts and reductions in the amount of Security are permitted. Upon the acceptance of the Improvements, the Security will be reduced to ten percent of the cost of the public Improvements. 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 the written consent of the DEVELOPER and the COUNTY.

**PACESETTER HOMES. LLC**

**ADDRESS OF DEVELOPER**

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

7940 Shoal Creek Blvd., Suite 200

Name: Brian Higgins \_\_\_\_\_

Austin Texas 78757

Title: Vice President \_\_\_\_\_

\_\_\_\_\_

Date: March 13, 2014 \_\_\_\_\_

Phone: 512-323-5252

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

Date

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



## Travis County Commissioners Court Agenda Request

**Meeting Date:** April 1, 2014

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

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

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

**Sponsoring Court Member:** Commissioner Daugherty, Precinct Three

**AGENDA LANGUAGE:** Consider and take appropriate action on the following Cash Security Agreements with Highland Homes, LTD-Austin, for sidewalk fiscal for West Cypress Hills in Precinct Three:

- A) Phase 1 Section 2, Lot 5 Block 9;
- B) Phase 1 Section 3B, Lot 43, Block B; and
- C) Phase 1 Section 3B, Lot 54, Block B.

### **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 these Cash Security Agreements to post sidewalk fiscal where the sidewalks have not been completed in this subdivision, as follows:

- A) Phase 1 Section 2 Lot 5 Block 9, \$1,050.84;
- B) Phase 1 Section 3B Lot 43 Block B, \$1148.28; and
- C) Phase 1 Section 3B Lot 54 Block B, \$868.44.

### **ISSUES AND OPPORTUNITIES:**

None

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

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

### **ATTACHMENTS/EXHIBITS:**

Cash Security Agreements  
 Maps 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 Development Services Long Range Planning	TNR	(512) 854-7561
Stacey Scheffel	Permits Program Manager Floodplain Administrator	TNR	(512) 854-7565

**CC:**

Tim Pautsch	Engineering Specialist	TNR	(512) 854-7689

**TP:AB:tp**

**1101 - Development Services Long Range Planning - West Cypress Hills: Ph 1 Sec 2/Ph 1 Sec 3B Lot 43/Ph 1 Sec 3B Lot 54**

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: Highland Homes, Ltd. - Austin

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$1050.84 ADDRESS: 5577 Cypress Ranch Blvd

SUBDIVISION: West Cypress Hills  
LOT: 5 BLOCK: 9 SECT.: 2

DATE OF POSTING: 4/1/14

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 than 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.

Check # 0077803

Cash Security Agreement - Sidewalks  
Page 2

DEVELOPER/BUILDER

BY: Amy Brooks

PRINT: Amy Brooks

TITLE: Office Administrator

PHONE: 512-834-8429 x108

COMPANY NAME & ADDRESS

Highland Homes Ltd. - Austin

4201 W. Parmer Ln., Bldg B, Ste. 180

Austin, Texas 78727

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

Date

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

\_\_\_\_\_  
Date

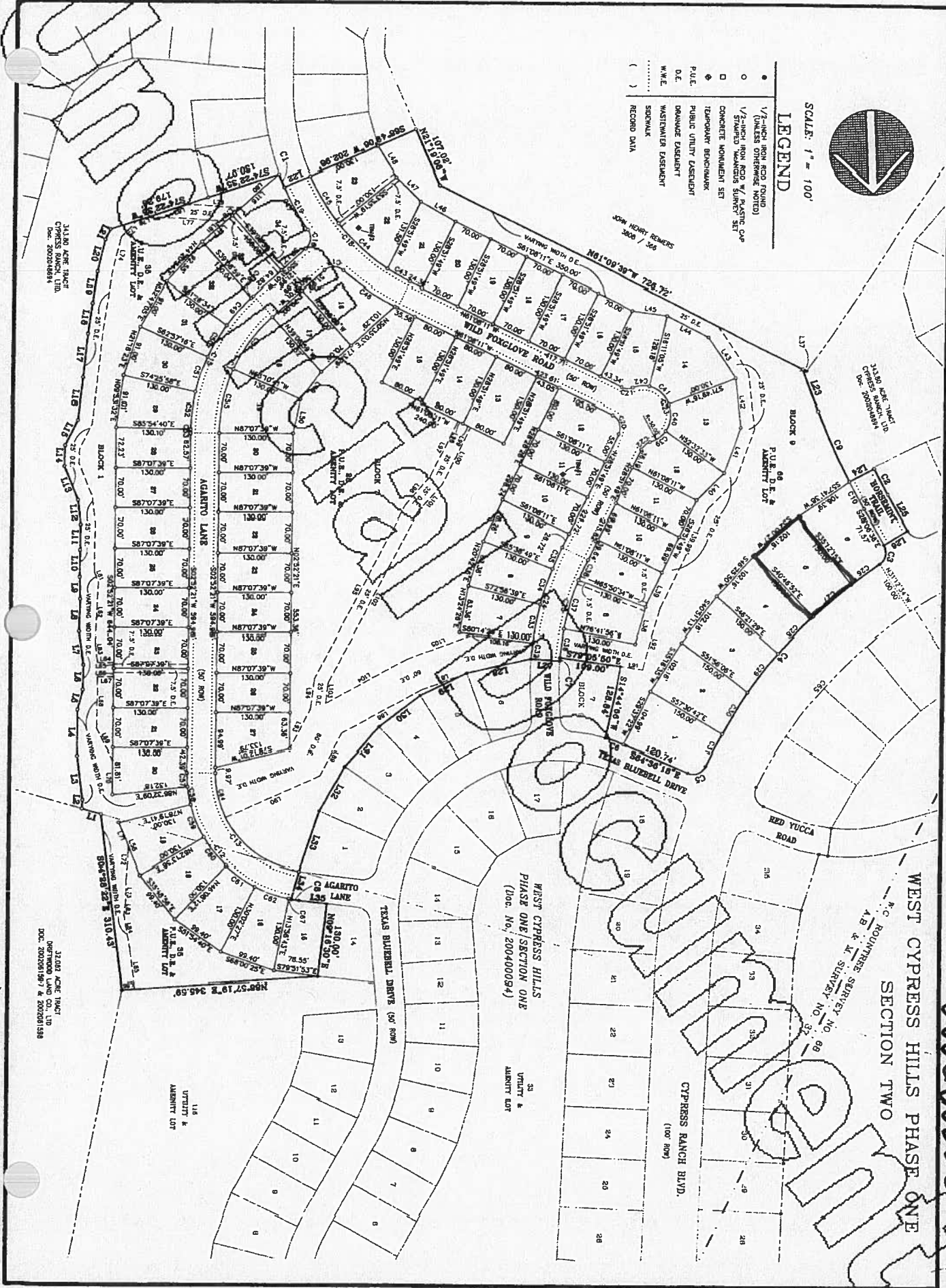




SCALE: 1" = 100'

LEGEND

- 1/2-INCH IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- ◻ 1/2-INCH IRON ROD W/ PLASTIC CAP
- ◻ 3/4-INCH IRON ROD W/ PLASTIC CAP
- ◻ CONCRETE MONUMENT SET
- ◻ TEMPORARY BENCHMARK
- ◻ PUBLIC UTILITY DESCRIPTOR
- ◻ DRAINAGE EASEMENT
- ◻ WASTEWATER EASEMENT
- ◻ ASPHALT
- ◻ RECORD DATA



WEST CYPRESS HILLS PHASE ONE  
SECTION TWO

R.C. ROUTINE SURVEY NO. 88  
A.B. & M. SURVEY NO. 37

WEST CYPRESS HILLS  
PHASE ONE/SECTION ONE  
(Doc. No. 200400994)

CYPRESS RANCH BLVD.  
(100' ROW)

200400994

31300 ACRES TRACT  
CYPRESS RANCH, T.M.  
DOC. 200201588

31002 ACRES TRACT  
CYPRESS RANCH, T.M.  
DOC. 200201587 & 200201588

# SECTIONS

1/8 TRACT 2411 285570 1200  
WITH CABEETS FILL 4114  
SECTION AND POND



DATE: 1/1/1988

NO.	DESCRIPTION	AREA (AC)	PERCENT
1	SECTION 1	1.00	100%
2	SECTION 2	1.00	100%
3	SECTION 3	1.00	100%
4	SECTION 4	1.00	100%
5	SECTION 5	1.00	100%
6	SECTION 6	1.00	100%
7	SECTION 7	1.00	100%
8	SECTION 8	1.00	100%
9	SECTION 9	1.00	100%
10	SECTION 10	1.00	100%
11	SECTION 11	1.00	100%
12	SECTION 12	1.00	100%
13	SECTION 13	1.00	100%
14	SECTION 14	1.00	100%
15	SECTION 15	1.00	100%
16	SECTION 16	1.00	100%
17	SECTION 17	1.00	100%
18	SECTION 18	1.00	100%
19	SECTION 19	1.00	100%
20	SECTION 20	1.00	100%
21	SECTION 21	1.00	100%
22	SECTION 22	1.00	100%
23	SECTION 23	1.00	100%
24	SECTION 24	1.00	100%
25	SECTION 25	1.00	100%
26	SECTION 26	1.00	100%
27	SECTION 27	1.00	100%
28	SECTION 28	1.00	100%
29	SECTION 29	1.00	100%
30	SECTION 30	1.00	100%
31	SECTION 31	1.00	100%
32	SECTION 32	1.00	100%
33	SECTION 33	1.00	100%
34	SECTION 34	1.00	100%
35	SECTION 35	1.00	100%
36	SECTION 36	1.00	100%
37	SECTION 37	1.00	100%
38	SECTION 38	1.00	100%
39	SECTION 39	1.00	100%
40	SECTION 40	1.00	100%
41	SECTION 41	1.00	100%
42	SECTION 42	1.00	100%
43	SECTION 43	1.00	100%
44	SECTION 44	1.00	100%
45	SECTION 45	1.00	100%
46	SECTION 46	1.00	100%
47	SECTION 47	1.00	100%
48	SECTION 48	1.00	100%
49	SECTION 49	1.00	100%
50	SECTION 50	1.00	100%

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: Highland Homes, Ltd. - Austin

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 1148.28 ADDRESS: 22401 Rock Wren Rd

SUBDIVISION: West Cypress Hills  
LOT: 43 BLOCK: B SECT.: 3B

DATE OF POSTING: 4/1/14

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.

Check# 0077802 Dated 2/14/14

Cash Security Agreement - Sidewalks  
Page 2

**DEVELOPER/BUILDER**

BY: Amy Brooks  
PRINT: Amy Brooks  
TITLE: Office Administrator  
PHONE: 512-834-8429 x108

**COMPANY NAME & ADDRESS**

Highland Homes Ltd. - Austin  
4201 W. Parmer Ln., Bldg B, Ste, 180  
Austin, Texas 78727

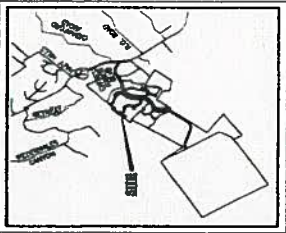
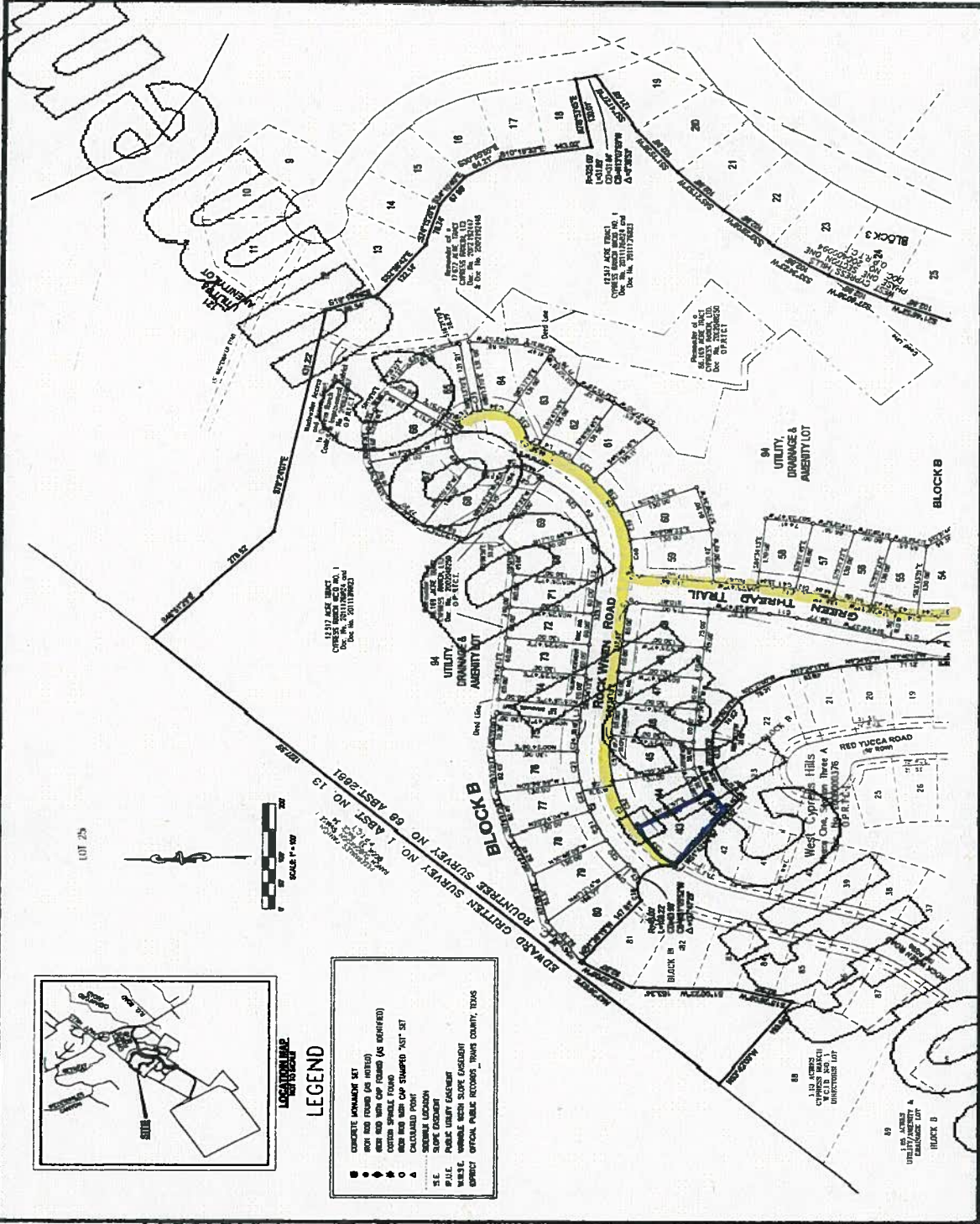
**APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT:**

Date

**COUNTY JUDGE, TRAVIS COUNTY, TEXAS**

Date

Draft



- LEGEND**
- CONCRETE MANHOLE SET
  - STORM DRAIN (AS NOTED)
  - STORM DRAIN WITH COP (AS NOTED)
  - CEMENT SPALL FOUND
  - COP STUMPS NOT SET
  - CALIBRATED ROAD
  - SLOPE INDICATOR
  - SLOPE INDICATOR
  - P.U.E. PUBLIC UTILITY EASEMENT
  - WATER, WASTEWATER, SEWER, GAS EASEMENT
  - EJECTOR OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS

**WEST CYPRESS HILLS  
PHASE ONE, SECTION 3B**

**SHEET 3  
OF  
4**

---

**TRANS COUNTY, TEXAS**

<b>PROJECT</b>	WEST CYPRESS HILLS PHASE ONE, SECTION 3B
<b>OWNER</b>	WEST CYPRESS HILLS PHASE ONE, SECTION 3B
<b>DESIGNER</b>	TRAVIS COUNTY, TEXAS
<b>DATE</b>	NOVEMBER 2012
<b>CLIENT</b>	WEST CYPRESS HILLS PHASE ONE, SECTION 3B
<b>PROJECT</b>	WEST CYPRESS HILLS PHASE ONE, SECTION 3B

201300074



PROPOSED DEVELOPMENT  
SOUTH OF THE SITE

Legend

- 1. Proposed Development
- 2. Existing Development
- 3. Proposed Access
- 4. Proposed Road
- 5. Proposed Footpath
- 6. Proposed Cycleway
- 7. Proposed Drainage
- 8. Proposed Fencing
- 9. Proposed Boundary
- 10. Proposed Boundary



SCALE 1:1000

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: Highland Homes, Ltd. - Austin

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 868.44 ADDRESS: 5305 Green Thread Trail

SUBDIVISION: West Cypress Hills  
LOT: 54 BLOCK: B SECT.: 3B

DATE OF POSTING: 4/1/14

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 than 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

BY: \_\_\_\_\_

PRINT: Amy Brooks

TITLE: Office Administrator

PHONE: 512-834-8429 x108

COMPANY NAME & ADDRESS

Highland Homes Ltd. - Austin

4201 W. Parmer Ln., Bldg B, Ste. 180

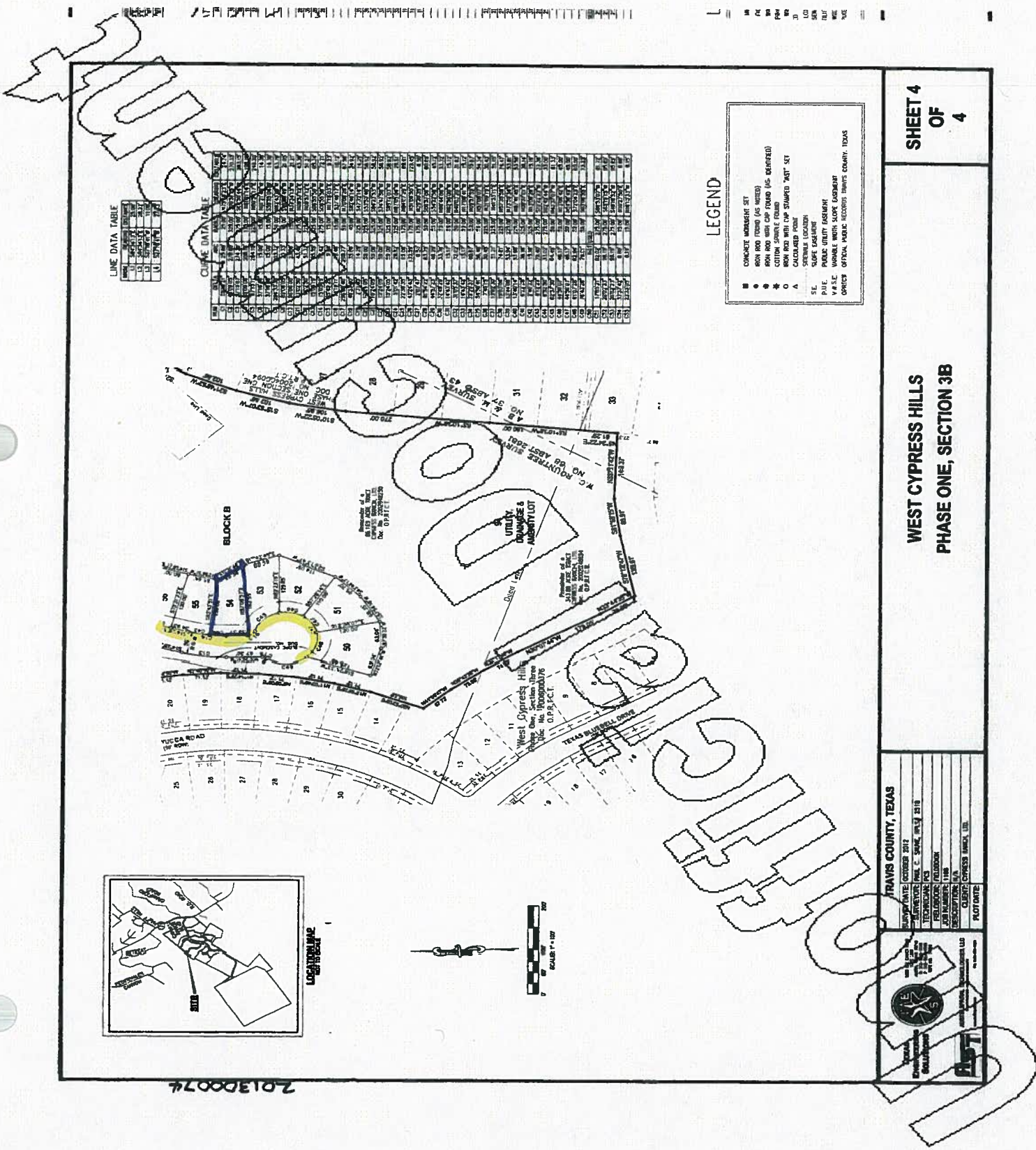
Austin, Texas 78727

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

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

\_\_\_\_\_  
Date





LINE DATA TABLE

LINE NO.	DESCRIPTION	DATE
1	U. 1/24/12	
2	U. 1/24/12	
3	U. 1/24/12	
4	U. 1/24/12	

CHANG DATA TABLE

LINE NO.	DATE	DESCRIPTION	BY	CHECKED
1	1/24/12	U. 1/24/12		
2	1/24/12	U. 1/24/12		
3	1/24/12	U. 1/24/12		
4	1/24/12	U. 1/24/12		
5	1/24/12	U. 1/24/12		
6	1/24/12	U. 1/24/12		
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96	1/24/12	U. 1/24/12		
97	1/24/12	U. 1/24/12		
98	1/24/12	U. 1/24/12		
99	1/24/12	U. 1/24/12		
100	1/24/12	U. 1/24/12		

LEGEND

- CONCRETE MONUMENT SET
- IRON ROD FOUND (AS NOTED)
- IRON ROD WITH CAP FOUND (AS OBSERVED)
- ⊙ COTTON SWATH FOUND
- CAP FOUND (AS SHOWN "SET" SET)
- CALIBRATED ROD
- SENSIBLE LOCATION
- SE. SLOPE EASEMENT
- PILE PUBLIC UTILITY EASEMENT
- V.A.S.E. WORKABLE WITH SLOPE EASEMENT
- DUCTY OPTICAL FIBRE RECORDS TRAVIS COUNTY, TEXAS

TRAVIS COUNTY, TEXAS  
 SUBDIVISION: WEST CYPRESS HILLS  
 SECTION: THREE  
 PHASE: ONE

**SHEET 4**  
**OF**  
**4**

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201300074

**WEST CYPRESS HILLS**  
**PHASE ONE, SECTION 3B**

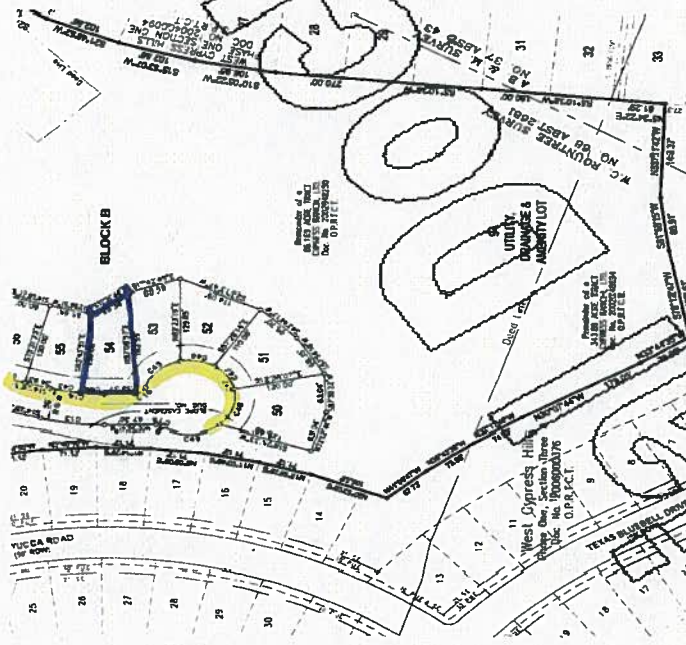
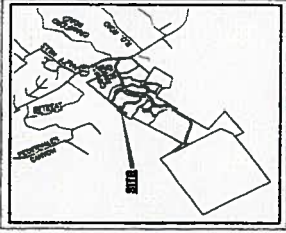
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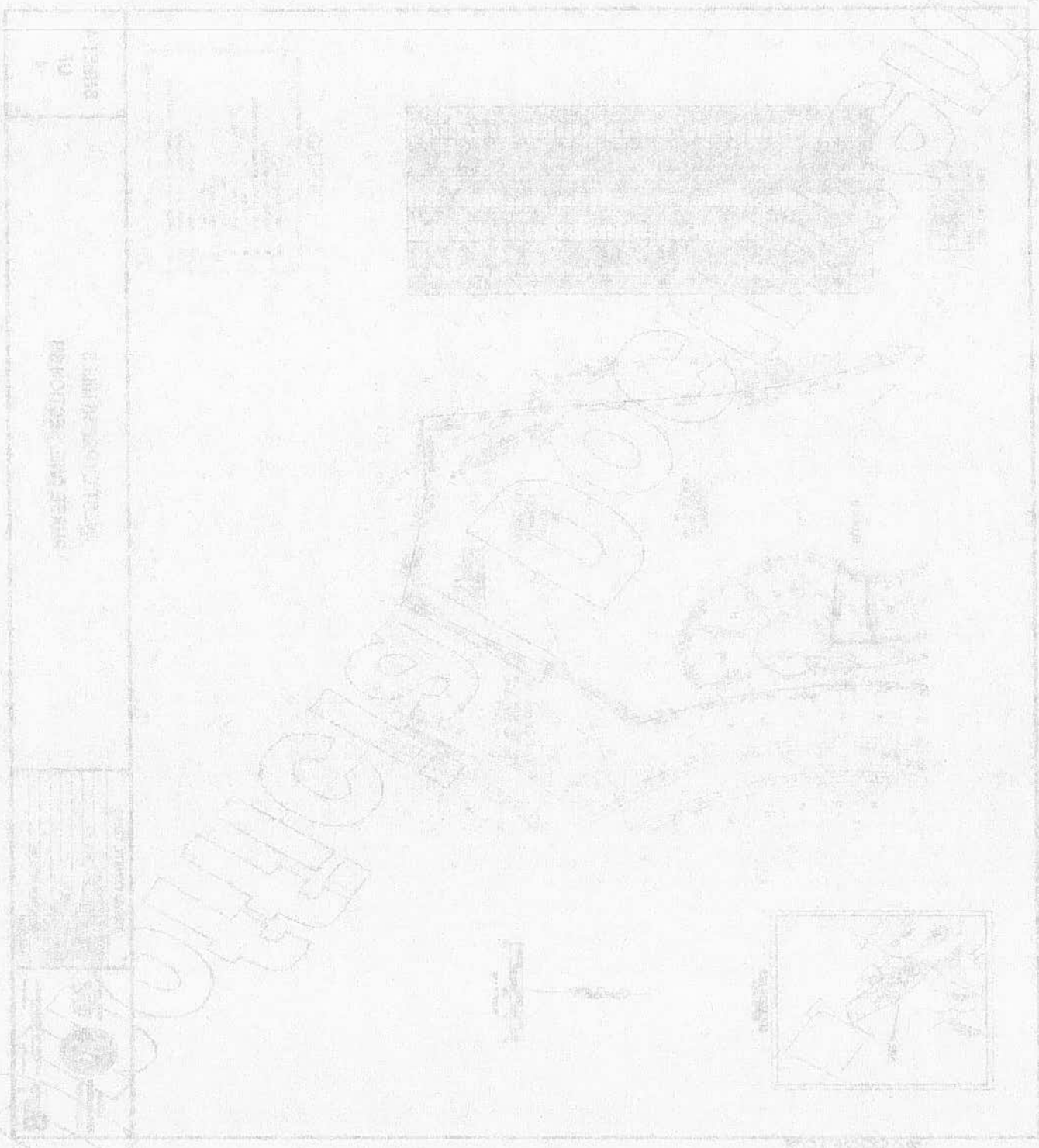
TRAVIS COUNTY, TEXAS  
 SUBDIVISION: WEST CYPRESS HILLS  
 SECTION: THREE  
 PHASE: ONE

DATE: 10/23/12  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]

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SCALE: 1" = 100'





DRUCK UND BEWEGUNG  
EINGETRAGEN IN

CL  
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1000000



## Travis County Commissioners Court Agenda Request

**Meeting Date:** April 8, 2014

**Prepared By:** Stacey Scheffel, Permits Program Manager **Phone #:** (512) 854-7565

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

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

**Sponsoring Court Member:** Commissioner Daugherty, Precinct Three

**AGENDA LANGUAGE:** Consider and take appropriate action on a request for a variance to county On-Site Sewage Facility (OSSF) regulations to allow a second single family residence to be placed on less than two acres at 408 Dream Catcher Drive in Precinct Three.

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

The owners of the property at 408 Dream Catcher Drive wish to install a second single family residence on the 1.11 acre property. In order to do so, there must be one acre per single family residence to meet the subdivision requirements of Travis County Code Chapter 48. The proposed On-Site Sewage Facility (OSSF) would otherwise meet all other aspects of the current standards.

### **STAFF RECOMMENDATIONS:**

TNR recommends that the variance be granted.

### **ISSUES AND OPPORTUNITIES:**

In June 2000, the Travis County Commissioners Court adopted rules for OSSF; also referred to as septic systems. The rules included minimum lot size requirements of one acre per dwelling in most areas of the county. The intent of the rule was to protect the public health and the environment. Due to the predominance of poor soil conditions, steep slopes, ground water, and the demand for larger homes, more area is required to install or replace an OSSF. In addition, the reduced density of OSSF was intended to protect the Trinity Aquifer and other environmentally sensitive aquifers. In the next rule update, staff will be recommending that the Court change the minimum lot sizing requirement to a maximum of 600 gallons per day per acre of effluent disposal for subdivisions. The proposal for 408 Dream Catcher Drive is for a total of 540 gallons per day which amounts to approximately 486 gallons per day per acre.

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

None

**ATTACHMENTS/EXHIBITS:**

- Location Map
- Site Plan
- Variance Request

**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:**

Rodney Sherrill	OSSF Engineer	TNR	(512) 854-7581

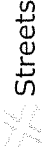
**SM:RS:rs**  
**1501 - OSSF/Floodplain - 1705**

# 408 DREAM CATCHER DRIVE



## Legend

Lot Lines



Building Footprints



Named Creeks

Lakes and Rivers

Parks



County

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. THIS PRODUCT HAS BEEN PRODUCED BY THE CITY OF AUSTIN FOR THE SOLE PURPOSE OF GEOGRAPHIC REFERENCE. NO WARRANTY IS MADE BY THE CITY OF AUSTIN REGARDING SPECIFIC ACCURACY OR COMPLETENESS.

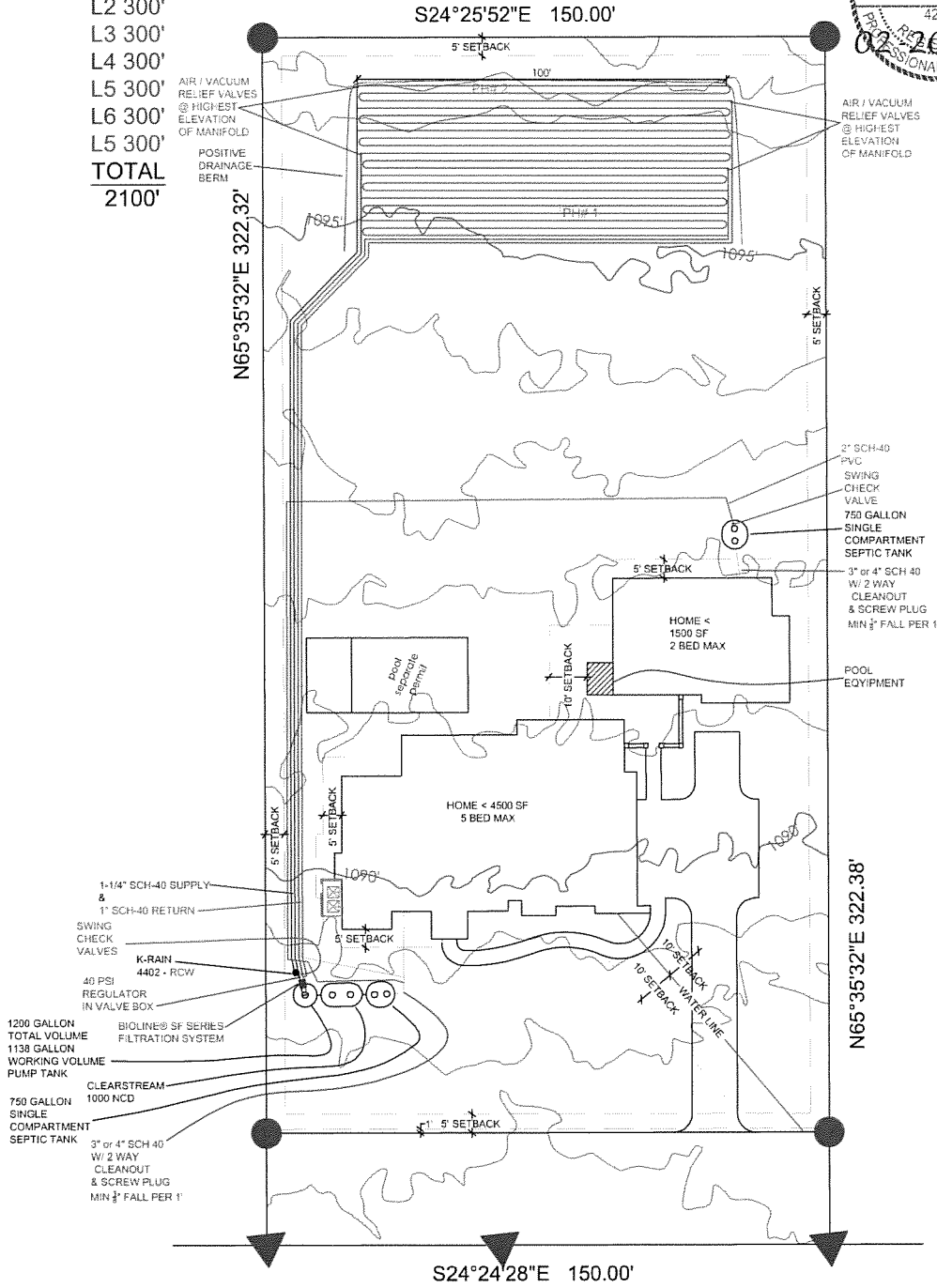
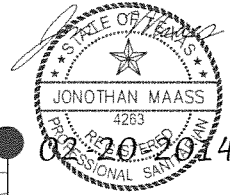
NETAFIM BIOLINE  
 .61 GPH @ 24"  
 $Q = 540 / .128571 =$   
 4200 SF MIN  
 $4200 / 2 =$   
 2100 LF MIN  
 L1 300'  
 L2 300'  
 L3 300'  
 L4 300'  
 L5 300'  
 L6 300'  
 L5 300'  
**TOTAL**  
**2100'**

CURLEX SHALL BE USED FOR  
 STABILIZING OVER THE IMPORTED SOILS  
 FOR THE ENTIRE FIELD OR A  
 VEGETATIVE IS TO BE ESTABLISHED ON  
 ALL DRAIN FIELDS PRIOR TO FINAL  
 INSPECTION BEING PASSED.

408 DREAM CATCHER DRIVE

PAGE # 2

SCALE 1' : 30'



DREAM CATCHER DRIVE

(60' PRIVATE STREET, DRAIN., P.S.E. & P.U.E.)

March 7, 2014

Travis County TNR  
On-Site Wastewater Program  
PO Box 1748  
Austin, Texas 78767

RE: 408 DREAM CATCHER DRIVE (14-2811) TRAVIS COUNTY

Dear Travis County TNR,

A variance is requested from Table XII of Travis County Code Chapter 48 in order to allow two homes less than 2 acres of land. With this lot being 1.11 acres and the OSSF requiring a design flow of 540 gpd, it will meet the size requirements of 30 TAC Chapter 285. I/We agree to indemnify and release Travis County of any liability that may result from the issuance of this variance".

Please contact me with any questions or for further information at 512.844.6585.

Sincerely,

A handwritten signature in black ink, appearing to read "Bruce Kunz". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Bruce Kunz, Bellaheim Homes



## Travis County Commissioners Court Agenda Request

**Meeting Date:** April 1, 2014

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

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

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

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

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

**STAFF RECOMMENDATIONS:** Please see attached documentation.

**ISSUES AND OPPORTUNITIES:** Please see attached documentation

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

**REQUIRED AUTHORIZATIONS:**

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

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

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

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



# BUDGET AMENDMENTS AND TRANSFERS

FY 2014

4/1/2014

## NEW BUDGET

<u>BA#</u>	<u>IO/WBS</u>	<u>FUND</u>	<u>COST CENTER/ SPNSRD PGM</u>	<u>COMMITMENT</u>	<u>Dept.</u>	<u>Line Item</u>	<u>Increase</u>	<u>Decrease</u>	<u>Pg #</u>
N1		0001	123001	481040	District Attorney	Contributions - Donations	\$10,000.00		1
		0001	123001	500070	District Attorney	Salaries - Temp. Employee	\$10,000.00		

## AMENDMENT

<u>BA#</u>	<u>IO/WBS</u>	<u>FUND</u>	<u>COST CENTER</u>	<u>COMMITMEN T</u>	<u>Dept.</u>	<u>Line Item</u>	<u>Increase</u>	<u>Decrease</u>	<u>Pg #</u>
A1		0001	101001	500070	County Judge	Salaries - Temp. Employees		\$3,840.00	10
		0001	101001	506010	County Judge	FICA - OASDI		\$238.00	
		0001	101001	506020	County Judge	Medicare		\$56.00	
		0001	101001	506060	County Judge	Worker's Compensation		\$7.00	
		0001	198000	580010	Reserves	Allocated Reserves	\$4,141.00		

## OTHER

<u>O1</u>	Request from the Travis County Sheriff's Office to reallocate internal resources to complete Building 12 Boiler Project.	13
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**PLANNING AND BUDGET OFFICE**  
TRAVIS COUNTY, TEXAS

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700 Lavaca Street  
Suite 1560  
Austin, Texas 78701

**MEMORANDUM**

**TO:** Members of Commissioners Court  
**FROM:** Victoria Ramirez, Budget Analyst  
**DATE:** March 27, 2014 *VR*  
**RE:** Establishing New Budget for Revenue from Downtown Austin Alliance Donation

On February 11, 2014, the Commissioners Court approved item 32 to accept a donation of \$10,000 from the Downtown Austin Alliance. These funds, along with funding provided through an interlocal agreement with the City of Austin, will assist in enabling the District Attorney's Office to dedicate an Assistant District Attorney to work on cases in Austin's Downtown Business District.

Pursuant to the FY 2014 Budget Rules, the Planning and Budget Office is submitting this new revenue budget adjustment for Commissioners Court approval so the funds can be budgeted for their intended purpose.

Please note that the District Attorney's Office has requested placement of an additional, separate donation received from the Downtown Austin Alliance on the Court's agenda for April 1, 2014. Ordinarily, this donation would also be placed on the agenda under Budget Amendments and Transfers, pursuant to the budget rules. However, this later-received donation includes language (in bold below) that will allow the Planning and Budget Office to process this budget adjustment without further action by the Commissioners Court. The agenda item reads: "Consider and take appropriate action on acceptance of a donation of \$10,000 from the Downtown Austin Alliance for the District Attorney's Office **and authorize approval of associated special budgets** for the District Attorney's Office."

The Planning and Budget Office recommends approval of this budget amendment.

cc: Beverly Evans, Director of Administration, District Attorney's Office  
Michele Pearson, Financial Manager, District Attorney's Office  
Jessica Rio, Budget Director, Planning and Budget Office  
Travis Gatlin, Assistant Budget Director, Planning and Budget Office  
Diana Ramirez, Assistant Budget Director, Planning and Budget Office

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: Leslie Browder  
County Executive, Planning and Budget

From: *NR* Nicki Riley  
County Auditor

Subject: Certification of Revenue – Donation from the Downtown Austin Alliance

Date: February 26, 2014

I hereby certify an additional \$10,000.00 from the Downtown Austin Alliance to assist the District Attorney's Office in continuing the assignment of a full-time Assistant District Attorney position to the downtown area.

The funds should be allocated as follows:

<u>Fund</u>	<u>Fund Center</u>	<u>Account</u>	<u>Account Description</u>	<u>Amount</u>
0001	1230010001	481040	Donation	\$10,000.00

If you have any questions, please call.

NR/ay

cc: Patti Smith, First Assistant County Auditor  
Melinda Grahmann, Chief Assistant County Auditor  
Hannah York, Auditor Financial Analyst  
Holly Huff, Financial Analyst – Revenues  
Jessica Rio, Budget Director, PBO  
Beverly Evans, Director of Administration, District Attorney's Office  
Michele Pearson, Financial Manager, District Attorney's Office  
Stephen Marquez, Senior Financial Analyst, District Attorney's Office



## Travis County Commissioners Court Agenda Request

**Meeting Date:** February 11, 2014

**Prepared By/Phone Number:** Beverly Evans / 854-9522 *bke*

**Elected/Appointed Official/Dept. Head:** Rosemary Lehmborg, District Attorney

**Commissioners Court Sponsor:** Judge Biscoe

### **AGENDA LANGUAGE:**

Consider and take appropriate action on acceptance of a donation of \$10,000 from the Downtown Austin Alliance for the District Attorney's Office.

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

The District Attorney's Office requests approval to accept a \$10,000 donation from the Downtown Austin Alliance (DAA). The DAA is presenting this donation to assist the District Attorney's Office in continuing the assignment of a full-time Assistant District Attorney position to the downtown area.

Since January, 2002 an Assistant District Attorney (ADA) has been dedicated to working on cases relating to violent crime, career criminals; narcotics and nuisance abatement matters in Austin's Downtown Business District. This ADA works closely with the Austin Police Department Downtown Area Command, the Downtown Crime Advisory Board and the downtown community to eliminate the illegal activity of known criminals, activities associated with the sale and distribution of narcotics, firearm violations, nuisance activities from downtown properties and other serious criminal offenses that endanger citizens and harm the quality of life downtown.

The donations from the Downtown Austin Alliance, as well as the funding provided through an interlocal agreement with the City of Austin, have assisted in enabling the District Attorney's Office to dedicate an Assistant District Attorney to this cooperative program. The donations and interlocal funds are used to hire temporary staff to assist in covering the other responsibilities of the position.

We appreciate the donation of the Downtown Austin Alliance and look forward to the ongoing success of this community-based, multi-organizational approach to eliminating crime in the Downtown Business District.

**STAFF RECOMMENDATIONS:**

The staff recommends approval.

**ISSUES AND OPPORTUNITIES:**

N/A

**FISCAL IMPACT AND SOURCE OF FUNDING:**

The \$10,000 donation from the Downtown Austin Alliance will be used to hire temporary staff.

**REQUIRED AUTHORIZATIONS:**

N/A

**Downtown Neighborhood District Attorney Initiative  
Travis County District Attorney's Office**

**Update  
December 31, 2013**

**History/Goals of the Downtown Neighborhood DA Initiative:**

The Travis County District Attorney's (TCDA) Downtown Neighborhood District Attorney Initiative (Downtown NDA) began in January 2002 with a Community Prosecution Leadership grant through the U.S. Department of Justice's Bureau of Justice Assistance. The goals of the project include to:

- Enhance the quality of life;
- Reduce crime;
- Enhance criminal justice processes;
- Partner with community stakeholders; and
- Enhance offender reentry processes in the downtown community.

The role of the Downtown NDA includes activities such as:

- developing opportunities to create partnerships with criminal justice and community stakeholders that will lead to enhancing the safety and quality of life downtown;
- providing assistance in development of effective investigative and search and arrest processes that lead to court-ready cases being filed;
- working with key stakeholders on development of strategies that impact safety and quality of life downtown; and
- serving as a link to trial courts to effectively communicate issues to prosecutors that impact the downtown community and leads to effective dispositions of cases.

Since 2003, the Downtown NDA program has been a public-private collaboration that includes funding from Travis County, City of Austin and the Downtown Austin Alliance. The donations from the Downtown Austin Alliance and the funding provided through an interlocal agreement with the City of Austin have allowed the District Attorney's Office to continue dedicating an Assistant District Attorney (ADA) to this cooperative program. The donations and interlocal funds are used to hire temporary staff to assist in covering the other responsibilities of the ADA position.

In February of 2010, Travis County Assistant District Attorney Jason English was assigned as the Downtown Neighborhood District Attorney. Other key TCDA staff participating in various programs and initiatives connected to the Downtown NDA program includes: John Neal (TCDA First Assistant District Attorney), Dayna Blazey (Director of TCDA Strategic Prosecution Division), Buddy Meyer (Director of TCDA Trial Bureau), Robert Smith (Director of TCDA Courts Division) and Darla Gay (TCDA Planning Manager for Community Justice Programs).

## Downtown Crime Trends

The geographical area covered by the Downtown NDA is the Austin Police Department's Downtown Area Command. In January of 2011, the Austin Police Department readjusted/reorganized their police sector boundaries and the boundaries for the Downtown Area Command policing sector (George Sector) were changed. The new boundary lines are: South—Town Lake, North-12th Street (west of IH 35) and 11th Street (east of IH 35, West—Lamar Blvd, and East—Chicon). As of December 31, 2013, the Austin Police Department reported:

- **City-wide:** Violent crime is down 9% from last year, and property crime down 6%.
- **George Sector:** Violent crime is down 30% from last year, and property crime is down 2%.

## Downtown NDA Highlighted Initiatives FY2013 as of 08-30-13

During FY 2012, there were several key initiatives that were launched or continued within the Downtown NDA program, the most notable is the initiative for downtown:

### **Downtown Crime Initiative** (May 2011-Dec 2015)

**Goal:** To improve the quality of life, enjoyment and safety of residents, businesses and visitors to the downtown entertainment area by reduction of drug, violent and public disorder crimes by coordinated, enhanced enforcement, prosecution and communication between the Austin Police Department (APD), Travis County District Attorney's office (TCDA) and residents, businesses and visitors to the area.

**Activities:**

- Created program/screening criteria:
  - Targeted Felony Offenses: Over 60 felony offenses are included in a list of target cases including offenses related to Part I violent crimes and property crimes as well as Part II offenses including narcotic, prostitution, and weapons-related offenses. In addition the targeted offenses include resisting/evading arrest, retaliation as well as those dealing with tampering with evidence.
  - Geographic Area of Offense: North-10th Street, South—Cesar Chavez, East—Comal Street, and West—North Lamar to Comal Street
  - TCDA NDA will review offense reports referred to our office and make appropriate punishment recommendations on cases (and the NDA may adopt specific cases for personal prosecution).
  - Felony drug offenses to be included in special prosecution initiative will be reviewed by APD and the NDA and factors to be taken in consideration for inclusion in the program include: prior arrest and criminal history, connection to drug dealing, occurrence on street in drug dealing area, quantity of drug, and whether the defendant is a known offender in downtown area.
  -
- Held five planning meetings and with key stakeholders.

- Engaged partners in development of the program including: Austin Police Department, Crime Records Unit of Austin Police Department, Travis County DA's Trial Court Division and Records Division.
- Developed process for tracking cases within the DA's Office in order to monitor outcomes and assess dispositions.

**Results/Impact (May 16th, 2011-December 31, 2013):**

- A total of 1130 cases have been reviewed and 806 cases accepted for the program.
- 324 cases of the reviewed were rejected for the program with 71% of those cases not meeting criteria for inclusion and 29% for not being within the target area.
- 654 cases have been disposed as of December 31, 2013:
  - 19% resulted in a sentence to TDCJ-Prison and 24% to TDCJ-State Jail facility (43% to TDCJ total).
  - 20% resulted in a sentence to Community Supervision, with 18% sentenced to the County Jail and dismissing 18% either outright or pursuant to a plea bargain on another case.

**News Articles Relating to Downtown District Attorney Initiative—  
Oct. 2011-August 2012:**

December 28<sup>th</sup>, 2011:

**New program targets repeat offenders downtown**

**With downtown becoming more residential, prosecutors, neighbors and police team up to reduce crime.**

[http://www.statesman.com/news/local/new-program-targets-repeat-offenders-downtown-2064212.html?otype=rss\\_ece\\_frontpage](http://www.statesman.com/news/local/new-program-targets-repeat-offenders-downtown-2064212.html?otype=rss_ece_frontpage)

March 30<sup>th</sup>, 2012:

**East Austin neighborhoods want downtown-style safety measures**

[http://www.statesman.com/news/local/east-austin-neighborhoods-want-downtown-style-safety-measures-2273101.html?otype=rss\\_ece\\_frontpage](http://www.statesman.com/news/local/east-austin-neighborhoods-want-downtown-style-safety-measures-2273101.html?otype=rss_ece_frontpage)

August 18<sup>th</sup>, 2012:

**Anti-drug program — successful in other cities — facing doubters in East Austin**

[http://www.statesman.com/news/local/anti-drug-program-successful-in-other-cities-facing-2438000.html?otype=rss\\_ece\\_frontpage](http://www.statesman.com/news/local/anti-drug-program-successful-in-other-cities-facing-2438000.html?otype=rss_ece_frontpage)

July 12<sup>th</sup>, 2012:

**Working 'The Corner': Neighbors and officials plan one more effort to save the neighborhood around 12th and Chicon**

<http://www.austinchronicle.com/news/2012-07-13/working-the-corner/Print/>

August 20<sup>th</sup>, 2012:

**WWGD?: APD and TCDA to Pursue Innovative Approach to Drug Enforcement in East Austin**

<http://onitsforbreakfast.blogspot.com/2012/08/wwgd-apd-and-tcda-to-pursue-innovative.html>



November 9e1, 2011:

**Accused tire slasher gets 10 years in prison**

[http://www.statesman.com/news/local/accused-tire-slasher-gets-10-years-in-prison-1959888.html?otype=gs\\_ece\\_frontpage](http://www.statesman.com/news/local/accused-tire-slasher-gets-10-years-in-prison-1959888.html?otype=gs_ece_frontpage)

**For additional information about the Travis County District Attorney's Office  
Downtown Neighborhood District Attorney Program:**

**Jason English  
[Jason.english@co.travis.tx.us](mailto:Jason.english@co.travis.tx.us)  
512-974-5257**

# Header Information for Entry Doc Number

400005263

Doc. Number 400005263      Doc. Status Preposed      FM Area 1000

Budget. Cate. Payment      Doc. Year 2014      Doc. Date Mar 21, 2014

Value Type Budget      Version 0      Doc. Type TRAN

Budget Type 6      Fiscal Year 2014      Year. Cash. Eff

Process UI BALA      Process BALS      Original. Applic. BWB      Doc. Family

**Additional Data**

Creator PEARSON      Creation Date Mar 21, 2014      Creation Time 17:33:22

Resp. Person CC      Year Cohort      Public Law

Header Text Donation fr Downtown Alliance - cc 2/11/14 item 32      Legislation

TextName

**Lines**

<b>Total Document</b>	10 000	USD	Donation
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Line	Fund	Budget Period	Funds Center	Comm. Item	FuncArea Grant	Funded Program	Local Amount	Text Line
000001	0001		1230010001	481040	1210	NOT-RELEVANT	10,000	
000002	0001		1230010001	500070	1210	NOT-RELEVANT	10,000	

*Signature*      *March 27, 2014*



**PLANNING AND BUDGET OFFICE**  
TRAVIS COUNTY, TEXAS

700 Lavaca Street  
Suite 1560  
Austin, Texas 78701

**MEMORANDUM**

**TO:** Members of Commissioners Court  
**FROM:** Victoria Ramirez, Budget Analyst *VR*  
**DATE:** March 24, 2014  
**RE:** Request from the County Judge to Return Unused Funds to the Allocated Reserve

The FY 2014 Adopted Budget includes an earmark against the Allocated Reserve intended to assist departments that are unable to internally fund the cost of participating in the ACC Internship Program. The cost of program participation is \$4,141 per intern. On December 30, 2013, the Commissioners Court approved a budget amendment transferring \$4,141 from the Allocated Reserve to the County Judge's Office to be used for this purpose.

The County Judge's Office has notified the Planning and Budget Office that they will not be hiring an intern through the ACC Internship Program this semester, and therefore do not need the funds originally requested. The office has submitted a budget amendment to return the funds it received in December back to the Allocated Reserve, as shown below.

Funds Center	Fund	Commitment Item	Amount
1980000000	0001	580010 Allocated Reserve	\$4,141
1010010001	0001	500070 Salaries - Temporary Employees	(\$3,840)
1010010001	0001	506010 FICA - OASDI	(\$238)
1010010001	0001	506020 Medicare	(\$56)
1010010001	0001	506060 Worker's Compensation	(\$7)

The remaining earmarked funds against the Allocated Reserve for the ACC Internship Program total \$8,178. If this amendment is approved, the Planning and Budget Office will restore \$4,141 to this earmark, so that \$12,319 will be available in the Allocated Reserve for this purpose for fall internships in FY 2014.

The Planning and Budget Office recommends approval of this budget amendment.

cc: Samuel T. Biscoe, County Judge  
Melissa Velasquez, County Judge's Office  
Jessica Rio, Budget Director, Planning and Budget Office  
Travis Gatlin, Assistant Budget Director, Planning and Budget Office  
Diana Ramirez, Assistant Budget Director, Planning and Budget Office



**SAMUEL T. BISCOE**  
COUNTY JUDGE

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TRAVIS COUNTY ADMINISTRATION BUILDING  
P.O. BOX 1748 ROOM 2.700  
AUSTIN, TEXAS 78767  
(512) 854-9555  
(512) 854-9535 FAX

## MEMORANDUM

**TO: Planning and Budget Office**

**FROM: Samuel T. Biscoe, Travis County Judge**

**DATE: March 17, 2014**

**RE: Return Allocated Reserve funds for Spring ACC  
Intern**

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Please return the funds that were transferred to my budget from Allocated Reserve for the spring ACC Intern.

I did not receive an ACC Intern this spring and therefore do not need the funds. A budget transfer has been submitted by my office.

Transfer \$4,141 From: 1010010001     GL 500070 \$3,840.00  
   GL 506010 \$238.00  
   GL 506020 \$56.00  
   GL 506060 \$7.00

To: 1980000001

# Header Information for Entry Doc Number

400004879

Doc. Number 400004879

Doc. Status Preposted

FM Area 1000

Budget Cate. Payment

Doc. Year 2014

Doc. Date Jan 27, 2014

Value Type Budget

Version 0

Doc. Type TRAN

Budget Type 1

Fiscal Year 2014

Year.Cash.Eff

Process UI TRAN

Process SEND

Original.Applic. BWB

Doc. Family

## Additional Data

Creator RAMIREV

Creation Date Mar 24, 2014

Creation Time 14:31:43

Resp. Person

Year Cohort

Public Law

Header Text BA to Return Unused Funds

Legislation

TextName

## Lines

Total Document 0 4140 USD

to Allocated Reserve

Line	Fund	Budget Period	Funds Center	Comm. Item	FuncArea Grant	Funded Program	Local Amount	Text Line
000001	0001		1010010001	500070	1110	NOT-RELEVANT	-3,840	return funds to Allocated Reserve ACC Intern prog
000002	0001		1010010001	506010	1110	NOT-RELEVANT	-238	
000003	0001		1010010001	506020	1110	NOT-RELEVANT	-56	
000004	0001		1010010001	506060	1110	NOT-RELEVANT	-7	
000005	0001		1980000000	580010	1120	NOT-RELEVANT	4,141	transfer back to Alloc Res for ACC Intern prog

~~\_\_\_\_\_~~ Ali March 27, 2014

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**PLANNING AND BUDGET OFFICE**  
**TRAVIS COUNTY, TEXAS**

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

**MEMORANDUM**

**TO:** Commissioners Court *Travis R. Gatlin*  
**FROM:** Travis R. Gatlin, Assistant Budget Director  
**DATE:** March 25, 2014  
**SUBJECT:** Internal Reallocation from Travis County Sheriff's Office Resources to Complete the Building 12 Boiler Project at the Travis County Correctional Complex

The Travis County Sheriff's Office has submitted a request to reallocate internal resources to complete the Building 12 Boiler Project at the Travis County Correctional Complex. The lowest acceptable bid was \$40,230 over the original budget. The office has \$15,005 in Capital Acquisition Resources (CAR) savings related to the engineering portion of the project that will be directed toward the need along with reallocating SCAAP grant resources of \$30,223 for the remaining balance of \$25,225 plus \$4,998 to serve as a contingency should there be unexpected project overruns. Please see the attached memo from the Sheriff's Office for additional details.

PBO supports the use of the identified internal funds to complete the project.

cc: Greg Hamilton, Travis County Sheriff  
Major Wes Priddy, Captain Michael Gottner, Paul Matthews, Maria Wedhorn, Wallace Sefcik, TCSO  
Leslie Browder, Jessica Rio, Diana Ramirez, PBO



JAMES N. SYLVESTER  
Chief Deputy

# GREG HAMILTON

TRAVIS COUNTY SHERIFF

P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9770  
www.tcssheriff.org

DARREN LONG  
Major - Law Enforcement

WES PRIDDY  
Major - Corrections

MARK SAWA  
Major - Administration & Support

Date: March 20, 2014

TO: Travis Gatlin, Planning and Budget

FROM: Wallace Sefcik, Maintenance Manager

*Wallace Sefcik 3-20-14*

RE: **Request to reallocate funds** for Building 400 Digital Mixing Valves and Hot Water Boilers project Bid #B1401-006-PS

This project was put out for bid and the lowest acceptable bid came in at \$574,750.00 leaving a shortfall of \$40,230.00

The following funding is in reference to the TCCC Building 400 Digital Mixing Valves and Hot Water Boilers project:

- GL # 522020
- Funds Center 1370440000
- Fund 4038/ CO
- Funds Reservation # 300001007
- Funded amount is \$534,520.00

The Project is to replace the existing domestic water heaters and install electronic mixing valves. The Domestic water heating is served by 8 domestic water boilers. Replace each of the 8 domestic boilers with two new ones (for redundancy), with new electronic mixing valves. Completion of this project will take care of replacing all of the building 400 water heaters and the projected funding to complete this project next year will no longer be necessary.

\$15,005.00 is currently available in the General Fund/Car portion of the Bldg#400 Domestic Hot Water FY14 CAR project that will be applied toward the Bid Award.

Maintenance is requesting to redirect the remaining balance of \$30,223.00 approved in FY 13 SCAPP Funds in which \$25,225.00 will cover the additional shortfall from the Building 100 Power Upgrade project to the TCCC Building 400 Digital Mixing Valves and Hot Water Boilers project in order to have sufficient funds available to immediately award to the low bidder. The Building 100 Power Upgrade project is complete. The remaining balance of \$4,998.00 will remain available for any unexpected project overruns.

- CC: Michael Gottner, Captain Corrections  
 Maria Wedhorn, Financial Analyst - Lead  
 Joeselyn Olney, Accountant Associate  
 Patrick Strittmatter, Purchasing Agent  
 Marvin Brice, CPPB Assistant Purchasing Agent



*Safety, Integrity, Tradition of Service*

*HF*

**Allocated Reserve Status (580010)**

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
10,718,725.00			Beginning Balance
13,799.02	Allocated Reserve	10/8/13	Liquidated Purchase Orders-Variou Depts
7,350.74	Allocated Reserve	10/15/13	Liquidated Purchase Orders-Variou Depts
(23,425.00)	Constable Pct. 1	10/22/13	Constable Staffing @ 5501 Airport
5,352.82	Allocated Reserve	10/22/13	Liquidated Purchase Orders-Variou Depts
2,506.95	Allocated Reserve	10/29/13	Liquidated Purchase Orders-Variou Depts
(8,018.00)	FMD	11/5/13	Security Fencing Project
(19,327.00)	Sheriff's Office	11/5/13	TCSO Deputy for County Court-at-Law #8
3,478.13	Allocated Reserve	11/5/13	Liquidated Purchase Orders-Variou Depts
(25,000.00)	HRMD	11/12/13	NeoGov Maintenance Agreement
150.00	Allocated Reserve	11/12/13	Liquidated Purchase Orders-Variou Depts
(28,482.00)	Probate Court	11/19/13	Probate Judge's Additional Pay
23,517.75	Allocated Reserve	11/19/13	Liquidated Purchase Orders-Variou Depts
(59,065.00)	Constable Pct. 1	11/26/13	Constable Staffing @ 5501 Airport
(25,000.00)	FMD	11/26/13	Constable Staffing @ 5501 Airport
(339,552.38)	Purchasing	11/26/13	Disparity Study
18,954.85	Allocated Reserve	11/27/13	Liquidated Purchase Orders-Variou Depts
32,868.06	Allocated Reserve	12/20/13	Liquidated Purchase Orders-Variou Depts
(4,141.00)	County Judge	12/30/13	ACC Internship Program
(4,141.00)	Civil Courts	12/30/13	ACC Internship Program
(4,141.00)	Cons. Pct. 1	12/30/13	ACC Internship Program
(4,141.00)	Records Mngt.	12/30/13	ACC Internship Program
2,128.88	Allocated Reserve	1/7/14	Liquidated Purchase Orders-Variou Depts
(50,000.00)	General Administration	1/14/14	Organizational Review
33,203.06	Allocated Reserve	1/22/14	Liquidated Purchase Orders-Variou Depts
(15,000.00)	HRMD	1/28/14	ADA Program Funding
(22,100.00)	TNR	1/28/14	CAPCOG
20,293.84	Allocated Reserve	1/28/14	Liquidated Purchase Orders-Variou Depts
8,602.20	Allocated Reserve	1/29/14	Liquidated Purchase Orders-Variou Depts
(20,086.00)	Sheriff's Office	2/4/14	TCSO Deputy for County Court-at-Law #6
(38,883.16)	Probate Court	2/11/14	Family Eldercare Guardianship Contract
1,199.35	Allocated Reserve	2/11/14	Liquidated Purchase Orders-Variou Depts
(75,000.00)	County Attorney	2/18/14	MERS Case Expenses
(1,186,224.00)	TNR	2/18/14	Buyouts for Onion Creek and Other Areas
21,349.37	Allocated Reserve	3/7/14	Liquidated Purchase Orders-Variou Depts
(2,500,000.00)	TNR	3/18/14	Reimbursement Resolution for State Highway 45 Southwest between Loop 1 (MOPAC) and FM 1626
(472,000.00)	TNR	3/25/14	Repair Water Quality Control & Flood Detention Structures damaged in the October, 2013 Flood
13,395.38	Allocated Reserve	3/24/14	Liquidated Purchase Orders-Variou Depts
<b>6,003,148.86</b>	<b>Current Balance</b>		



**Allocated Reserve Status (580010)**

**Possible Future Expenses Against Allocated Reserve Previously Identified:**

	<b>Explanation</b>
(\$310,200)	Records Management - Postage Cost of City of Austin Redistricting
(\$275,000)	Civil Courts-Legally Mandated Fees- Civil Indigent Attorney Fees
(\$228,552)	Criminal Courts - Veterans Court
(\$175,000)	Criminal Courts-Legally Mandated Fees - Attorney Fees for Capital Cases
(\$150,000)	Human Resources - Tuition Reimbursement Program
(\$144,233)	Civil Courts - Family Drug Treatment Court
(\$62,350)	Criminal Justice Planning - Paralegal for OPR
(\$65,291)	Criminal Justice Planning - Paralegal for OCR
(\$35,000)	Criminal Courts-Legally Mandated Fees - Forced Medication Hearings
(\$8,178)	Human Resources - Travis County/Austin Community College Internship Program
(\$33,000)	Civil Courts-Legally Mandated Fees - Foreign Language Court Interpreters
(\$10,000)	Human Resources - ADA Program Funding
(\$19,600)	Pretrial Services - Electronic Monitoring Services
<b>(\$1,516,404)</b>	<b>Total Possible Future Expenses (Earmarks)</b>

**\$4,486,745 Remaining Allocated Reserve Balance After Possible Future Expenditures**

**Capital Acquisition Resources Account Reserve Status (580070)**

**CAR RESERVE TRANSFERS**

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
2,431,317			Beginning Balance
(135,828)	ITS	10/29/13	EOB Renovations
(12,489)	ITS	11/19/13	Computers for Automated Assessment Tools
(226,779)	ITS	12/10/13	EOB Renovations
(61,707)	ITS	2/4/14	EOB Renovations
(34,800)	Emergency Services	2/11/14	Starflight Maintenance
(65,000)	Medical Examiner	2/18/14	Replacement Headspace Auto Sampler - Gas Chromatograph
<b>1,894,714 Current Reserve Balance</b>			

**Possible Future Expenses Against CAR Reserves Previously Identified:**

<b>Amount</b>	<b>Explanation</b>
(\$500,000)	Transportation and Natural Resources - Road Materials
(\$320,000)	Juvenile Probation - Juvenile Probation Master Plan
(\$192,750)	Transportation and Natural Resources - Failing Vehicles
(\$100,000)	Transportation and Natural Resources - Guardrail Replacement
(\$20,200)	Emergency Services (StarFlight) - STAR Flight Maintenance
(\$50,000)	Transportation and Natural Resources - ADA Sidewalk Upgrades
(\$15,798)	Criminal Justice Planning - Paralegal for OCR
(\$5,798)	Criminal Justice Planning - Paralegal for OPR
(\$1,204,546)	Total Possible Future Expenses (Earmarks)
<b>\$690,168</b>	<b>Remaining CAR Reserve Balance After Possible Future Expenditures</b>

**Reserve for Emergencies and Contingencies Status (580120)**

Amount	Dept Transferred Into	Date	Explanation
5,000,000.00			Beginning Balance
<b>\$5,000,000 Current Reserve Balance</b>			

**Fuel & Utilities Reserve Status (580130)**

Amount	Dept Transferred Into	Date	Explanation
300,000.00			Beginning Balance
<b>\$300,000 Current Reserve Balance</b>			

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

Amount	Dept Transferred Into	Date	Explanation
5,446,000.00 (1,779,411.00)	PBO	10/22/13	Beginning Balance Phase I & II
<b>\$3,666,589 Current Reserve Balance</b>			

**Juvenile Justice Reserve Status (580260)**

Amount	Dept Transferred Into	Date	Explanation
504,726.00			Beginning Balance
<b>\$504,726 Current Reserve Balance</b>			

**Smart Building Maintenance Reserve Status (580240)**

Amount	Dept Transferred Into	Date	Explanation
297,948.00			Beginning Balance
<b>\$297,948 Current Reserve Balance</b>			

**Reserve for Replacement of Integrated Justice Systems Status (580160)**

Amount	Dept Transferred Into	Date	Explanation
5,235,265.00 (\$2,315,079)	ITS	3/25/14	Beginning Balance CUC TechShare
<b>\$2,920,186 Current Reserve Balance</b>			

**Reserve for State Funding Cuts Status (580310)**

Amount	Dept Transferred Into	Date	Explanation
250,000.00			Beginning Balance
<b>\$250,000 Current Reserve Balance</b>			

**STAR Flight Maintenance Reserve Status (580320)**

Amount	Dept Transferred Into	Date	Explanation
1,995,050.00			Beginning Balance
<b>\$1,995,050 Current Reserve Balance</b>			

**Reserve for 1115 Waiver Participation Status (580200)**

Amount	Dept Transferred Into	Date	Explanation
1,000,000.00			Beginning Balance
<b>\$1,000,000 Current Reserve Balance</b>			

**Reserve for Interlocal Agreements Status (580200)**

Amount	Dept Transferred Into	Date	Explanation
1,950,308.00 (406,090.00)	HHSVS	12/3/13	Beginning Balance City of Austin Public Health Services & Animal Services
<b>\$1,544,218 Current Reserve Balance</b>			

**Reserve for External Social Services Contracts Status (580200)**

Amount	Dept Transferred Into	Date	Explanation
1,155,025.00 (322,172.00) (500,000.00)	HHSVS HHSVS	12/17/13 1/21/14	Beginning Balance Collaborative Afterschool Program Collaborative Afterschool Program
<b>\$332,853 Current Reserve Balance</b>			

**Sheriff's Office Overtime Reserve Status (580330)**

Amount	Dept Transferred Into	Date	Explanation
1,000,000.00			Beginning Balance
<b>\$1,000,000 Current Reserve Balance</b>			

**Unallocated Reserve Status (580015)**

Amount	Dept Transferred Into	Date	Explanation
68,085,598.00			Beginning Balance
(2,500,000.00)	TNR	10/15/13	Reimbursement Resolution for 416 W. 11th Street
(16,606,000.00)	TNR	11/12/13	Reimbursement Resolution for Maha Loop Road: Pearce Lane
(5,230,741.00)	TNR	11/26/13	Reimbursement Resolution for Vehicle and Heavy Equipment
(2,480,000.00)	TNR	11/26/13	Reimbursement Resolution for New Entrance for NE Metropolitan Park
(1,774,058.00)	FMD	11/26/13	Reimbursement Resolution for EOB Renovations Floors 4 - 11
(512,400.00)	FMD	11/26/13	Reimbursement Resolution for Collier Evidence Warehouse Expansion
(1,095,302.00)	ITS	11/26/13	Reimbursement Resolution for TechShare Software Source Code/AMCAD Enterprise License
(250,000.00)	ITS	11/26/13	Reimbursement Resolution for Information Security Appliance
(435,000.00)	TCSO	11/26/13	Reimbursement Resolution for Phase II of the Perimeter Security Fence Upgrade at Correctional Complex
<b>\$37,202,097 Current Reserve Balance</b>			

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## Travis County Commissioners Court Agenda Request

**Meeting Date:** 04/01/2014, 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 contact amendment to extend the 2010 Byrne Justice Assistance Grant with the City of Austin in the Sheriff's Office.

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

The proposed contract amendment would extend the term of the existing grant by an additional six months to 09/30/14.

### **STAFF RECOMMENDATIONS:**

PBO recommends approval.

### **ISSUES AND OPPORTUNITIES:**

Additional information is provided on the grant summary sheets.

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

There is no fiscal impact associated with this request.

### **REQUIRED AUTHORIZATIONS:**

Planning and Budget Office

Leslie Browder

County Judge's Office

David Salazar

TRAVIS COUNTY.

4/1/2014

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE

FY 2014

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

Dept.	Grant Title	Grant Period	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	PBO Notes	Auditor's Assessment	Page #
B	137 2010 Byrne Justice Assistance Grant*	10/01/2009 - 09/30/2014	\$114,285	\$0	\$0	\$0	\$114,285	0.00	R	MC	9

\* Amended from original.

**PBO Notes:**

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

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

**FY 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
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
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
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
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



Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
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
145	Continuing the Culture of Safety	10/01/14 - 003/30/16	\$17,338	\$17,338	\$0	\$0	\$34,676	0.00	3/4/2014
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	3/4/2014
158	Parenting in Recovery II	09/30/13 - 09/29/14	\$618,816	\$333,209	\$0	\$0	\$952,025	2.00	3/4/2014
139	Travis County Adult Probation Co-occurring Re-Entry Services	10/01/14 - 09/30/16	\$599,941	\$0	\$0	\$0	\$599,941	4.00	3/11/2014
145	Opening Doors to Future Opportunities	10/01/14 - 09/30/15	\$349,376	\$0	\$0	\$0	\$349,376	0.00	3/11/2014
158	National 4-H Council - Exploring Your Environment After-School Grant	08/31/14 - 12/31/14	\$20,000	\$0	\$0	\$0	\$20,000	0.00	3/18/2014
145	Residential Substance Abuse Treatment (RSAT) Program	10/01/14 - 09/30/15	\$188,510	\$62,841	\$0	\$0	\$251,351	2.90	3/25/2014
158	Coming of Age (DADS)	09/06/13 - 03/31/14	\$24,484	\$0	\$0	\$0	\$24,484	0.00	3/25/2014
			\$5,827,393	\$3,867,611	\$43,451	\$73,088	\$9,811,543	25.13	

\*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
124	Travis County Veterans's Court	09/01/13 - 08/31/14	\$185,919	\$0	\$0	\$0	\$185,919	2.00	10/1/2013
137	2010 Byrne Justice Assistance Grant*	10/01/2009 - 03/31/14	\$114,285	\$0	\$0	\$0	\$114,285	0.00	10/1/2013
139	Travis County Adult Probation DWI Court/SAMHSA	09/30/13 - 09/29/14	\$101,270	\$0	\$0	\$0	\$101,270	1.30	10/1/2013
139	Travis County Adult Probation DWI Court/OOG	09/01/13 - 09/31/14	\$228,460	\$0	\$0	\$0	\$228,460	4.00	10/1/2013
142	Drug Diversion Court	09/01/13 - 08/31/14	\$132,585	\$0	\$0	\$0	\$132,585	0.00	10/1/2013
145	Drug Court and In-Home Family Services	09/01/13 - 08/31/14	\$162,000	\$18,007	\$0	\$0	\$180,007	0.20	10/8/2013
158	Parenting in Recovery II	09/30/13 - 09/29/14	\$481,000	\$259,000	\$0	\$0	\$740,000	2.00	10/8/2013
120	Electronic Transmission of Ballot Portal	09/30/14 - 12/31/18	\$19,950	\$0	\$0	\$0	\$19,950	0.00	10/8/2013
137	Vision Summit	01/01/13 - 10/31/13	\$78,147	\$0	\$0	\$0	\$78,147	0.00	10/8/2013
137	Child Abuse Victim Services Personnel	09/01/13 - 08/31/14	\$23,092	\$0	\$34,639	\$0	\$57,731	1.00	10/15/2013
147	Emergency Management Performance Grant	10/01/12 - 03/31/14	\$69,699	\$69,699	\$0	\$0	\$139,398	0.00	10/15/2013
147	Homeland Security Grant Program, State Homeland Security Program	09/01/13 - 01/31/15	\$9,500	\$0	\$0	\$0	\$9,500	0.00	10/15/2013
147	Homeland Security Grant Program, State Homeland Security Law Enforcement Terrorist Prevention Activities Program	09/01/13 - 01/31/15	\$22,500	\$0	\$0	\$0	\$22,500	0.00	10/15/2013
158	Title IV-E Child Welfare Services	10/01/13 - 09/30/14	\$20,508	\$67,430	\$0	\$0	\$87,938	0.60	10/15/2013
119	Family Violence Accelerated Prosecution Program	09/01/13 - 08/31/14	\$84,957	\$34,053	\$0	\$0	\$119,010	2.23	10/22/2013
122	Family Drug Treatment Court	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
158	Travis County Family Drug Treatment Court - The Children's Continuum*	10/01/11 - 09/30/14	\$550,000	\$0	\$0	\$183,333	\$733,333	3.05	3/11/2014
124	Formula Grant - Indigent Defense Program	10/01/11 - 09/30/14	\$1,494,376	\$0	\$0	\$0	\$1,494,376	0.00	3/11/2014
155	Prostitution Prevention Program - Planning Grant	01/01/14 - 12/31/14	\$40,000	\$0	\$0	\$0	\$40,000	0.00	3/18/2014
			\$9,307,502	\$630,742	\$71,664	\$183,333	\$10,193,241	39.17	

\*Amended from original agreement.

FY 2014 Grants Summary Report

Permissions to Continue

Dept	Name of Grant	Grant Term per Application	Amount requested for PTC			Total Request	Filled FTEs	PTC Expiration Date	Cm. Ct. PTC Approval Date	Has the General Fund been Reimbursed?
			Personnel Cost	Operating Transfer	PTC					
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 Fund 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 type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" 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:	37 - Travis County Sheriff's Office	
Contact Person/Title:	Julie M Cullen - Planner	
Phone Number:	(512) 854-4669	

Grant Title:	2010 Byrne Justice Assistance Grant		
Grant Period:	From: <input type="text" value="10/1/2009"/>	To: <input type="text" value="9/30/2014"/>	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	City of Austin		
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:	US Dept. Of Justice		

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:	\$ 114,285.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 114,285.00
Indirect Costs:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Totals:</b>	<b>\$ 114,285.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 114,285.00</b>
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"/>	JK	

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 citations written			50,000	50,000
2.					
3.					
+   -      Measures for the Grant					
1.	Increase in citations			10%	10%
Outcome Impact Description					
2.	Increase in public safety				
Outcome Impact Description					
3.					
Outcome Impact Description					

**PBO Recommendation:**

The Travis County Sheriff's Office is requesting an amendment to the Interlocal with the City of Austin that will extend the FY 2010 Byrne Justice Assistance Grant an additional six months to complete the project. The grant provides resources to replace aging e-citation handheld ticket writers with tablet-type computers that will also allow for deputies to access the county and state systems without having two devices. The units will also replace the vehicle-mounted mobile data computers in the vehicles and allow for the deputies to complete crash reports that are required by the state for traffic accident reporting.

The Planning and Budget Office recommends approval of the amendment to complete the project.

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?

This proposal is to replace aging e-citation handheld ticket writers with tablet-type computers that will also allow for deputies to access the county and state systems without having two devices. The units will also replace the vehicle-mounted mobile data computers in the vehicles and allow for the deputies to complete crash reports that are required by the state for traffic accident reporting. This proposal will be to place twelve units in the HEAT (Highway Enforcement and Traffic) unit.

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

This is a replacement program and would not require additional funding requirements for the county.

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

There is no county match required.



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 have an indirect cost allocation.

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

This program will continue upon discontinuance of the grant and serves to assist in replacing aging capital assets without impacting local resources. This is a one-time equipment purchase and used existing ongoing funding that is already in place for operating expenditures.

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

This is not a new program but a consolidation of systems and resources already in place.

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.

Our goal is to provide consolidated devices for the traffic unit and thus allow for increased productive time. Deputies currently must use several different devices to perform their jobs and this proposal would consolidate those into one unit.



JAMES N. SYLVESTER  
Chief Deputy

**GREG HAMILTON**  
TRAVIS COUNTY SHERIFF

P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9770  
www.tcsheriff.org

PHYLLIS CLAIR  
Major - Law Enforcement

DARREN LONG  
Major - Corrections

MARK SAWA  
Major - Administration & Support

March 13, 2014

**MEMORANDUM**

**TO:** Honorable Sam Biscoe, County Judge  
Honorable Ron Davis, Commissioner, Precinct 1  
Honorable Bruce Todd, Commissioner, Precinct 2  
Honorable Gerald Daugherty, Commissioner, Precinct 3  
Honorable Margaret Gomez, Commissioner, Precinct 4

**FROM:** Julie Cullen, Planner *JC*

**SUBJECT:** FY 2010 Byrne Grant Extension Request

Attached is a grant adjustment notice for the FY 2010 Byrne Justice Assistance Grant (2010 JAG). The City of Austin as grant recipient received acceptance of the attached grant adjustment notice extending the grant closing date from March 31, 2014, to September 30, 2014.

The grant was accepted by Commissioners Court on November 23, 2010 (Item 19F), in the amount of \$114,285.00, and was intended for the purchase of tablet computers for use by the Travis County Sheriff's Office (TCSO) highway enforcement unit. As a part of an interlocal agreement with City of Austin, who is the grant recipient, the goal of this project is to combine the current handheld ticket writing technology with the officer's mobile data computer into a single tablet-style unit. This will provide opportunity for enhanced officer productivity while also reducing service and maintenance requirements from the IT staff of TCSO and the County.

On behalf of the Sheriff's Office, I am requesting your acceptance of the extension of the grant closing. If you have any questions or need further assistance regarding the FY 2010 Byrne Grant, please do not hesitate contacting me at (512) 854-4669.

Thank you in advance for your attention to this matter.

cc: Travis Gatlin, PBO  
Jennifer Kraber, County Attorney's Office  
Matt Naper, County Auditor's Office  
Michael Hemby, Travis County Sheriff's Office



*Safety, Integrity, Tradition of Service*

GMS APPLICATION NUMBER 2010-H8725-TX-DJ

**THE STATE OF TEXAS**

**COUNTY OF TRAVIS**

**INTERLOCAL AGREEMENT  
AMENDMENT #2  
BETWEEN THE CITY OF AUSTIN AND COUNTY OF TRAVIS**

**2010 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD  
Grant Funds**

This Agreement is made and entered into by and between the COUNTY of TRAVIS, acting by and through its governing body, the Commissioners Court, hereinafter referred to as COUNTY, and the CITY of AUSTIN, acting by and through its governing body, the City Council.

WHEREAS, this Agreement is made under the authority of the Interlocal Cooperation Act, Chapter 791 of the Government Code;

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, CITY OF AUSTIN, acting as fiscal agent for the grant, agrees to provide the COUNTY \$114,285 from the 2010 Justice Assistance Grant (JAG) award; and

NOW THEREFORE, the COUNTY and the CITY OF AUSTIN agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of \$114,285 of 2010 JAG funds.

GMS APPLICATION NUMBER 2010-H8725-TX-DJ

Section 2.

COUNTY agrees to use \$114,285 for the JAG Program, during the grant period that ends on September 30, 2014.

Section 3.

As joint applicants for JAG funding, the COUNTY agrees to provide the financial and programmatic information required by the Bureau of Justice Assistance for the CITY OF AUSTIN to meet federal reporting requirements. Upon receipt of an invoice, the CITY OF AUSTIN will reimburse the COUNTY for JAG project expenses in an amount not to exceed \$114,285.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Texas Tort Claims Act.

Section 5.

Nothing in the performance of this Agreement shall impose any liability for claims against the CITY OF AUSTIN other than claims for which liability may be imposed by the Texas Tort Claims Act.

Section 6.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 7.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 8.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

GMS APPLICATION NUMBER 2010-H8725-TX-DJ

CITY OF AUSTIN

COUNTY OF TRAVIS

\_\_\_\_\_  
City Manager, Marc Ott

\_\_\_\_\_  
County Judge, Samuel Biscoe

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# Travis County Commissioners Court Agenda Request

**Meeting Date:** 4/1/14

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

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

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

## **AGENDA LANGUAGE:**

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

Proposed routine personnel amendments.

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

Attached are Personnel Amendments for Commissioners Court approval.

**Routine Personnel Actions – Page 2 - 3.**

**FY 14 Temporary Position Extensions – Page 4.**

Approval requested to extend temporary hourly no benefit position end dates - (less than 6 months of employment) effective April 1, 2014. HRMD has reviewed appropriate documentation; PBO has confirmed FY 14 funding.

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

## **STAFF RECOMMENDATIONS:**

N/A

## **ISSUES AND OPPORTUNITIES:**

N/A

## **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 *DM*

Leslie Browder, Planning and Budget Office, 854-9106

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



# HRMD

*Human Resources Management Department*

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

● P.O. Box 1748

● Austin, Texas 78767

● (512) 854-9165 / FAX (512) 854-9757

**April 1, 2014**

**ITEM # :**

**DATE:** March 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 - 3.**

**FY 14 Temporary Position Extensions – Page 4.**

Approval requested to extend temporary hourly no benefit position end dates - (less than 6 months of employment) effective April 1, 2014. HRMD has reviewed appropriate documentation; PBO has confirmed FY 14 funding.

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

		CURRENT			NEW		
Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	
New Hire	New Hire	03/24/2014	N/A	N/A	1700 - Transportation and Nat Rsrc	30051753 / Environmental Specialist / 1 - Regular / 02 - Full Time Non-Exempt / GRD18 / 00 / \$42,382.08	
New Hire	New Hire	03/17/2014	N/A	N/A	3300 - District Attorney	30050053 / Law Clerk II / 2 - Temporary / 05 - Hourly - Retmt / GRD19 / 00 / \$21.81	
New Hire	New Hire	03/31/2014	N/A	N/A	3500 - Sheriff	30002736 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50	
New Hire	New Hire	03/17/2014	N/A	N/A	3650 - Juvenile Probation	30004372 / Juvenile Rsdnt Treatment / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$31,158.40	
New Hire	New Hire	03/17/2014	N/A	N/A	3650 - Juvenile Probation	30004185 / Juvenile Detention Office / 2 - Temporary / 05 - Hourly - Retmt / GRD12 / 00 / \$13.59	
Re-Hire	Re-Hire	03/17/2014	N/A	N/A	1700 - Transportation and Nat Rsrc	30004604 / Office Specialist / 1 - Regular / 02 - Full Time Non-Exempt / GRD12 / 00 / \$33,342.40	
Mobility	Interdpt Change	03/20/2014	1450 - Facilities Management	30000550 / Planner / 1 - Regular / 01 - Full Time Exempt / GRD19 / 00 / \$55,042.97	3150 - County Clerk	30000917 / Planner / 1 - Regular / 01 - Full Time Exempt / GRD19 / 00 / \$55,042.97	
Mobility	Interdpt Change	03/26/2014	3650 - Juvenile Probation	30004330 / Juvenile Rsdnt Treatment Officer III / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$38,674.60	3500 - Sheriff	30005890 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50	

2



WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Salary Change	Salary/Hourly Rate Change	04/01/2014	1400 - Information Technology Service	30000327 / Financial Analyst I / 1 - Regular / 01 - Full Time Exempt / GRD18 / 00 / \$54,444.38	1400 - Information Technology Service	GRD18 / 00 / \$57,044.38
Salary Change	Salary/Hourly Rate Change	04/01/2014	1400 - Information Technology Service	30000423 / Customer Support Analyst II / 1 - Regular / 01 - Full Time Exempt / GRD22 / 00 / \$57,375.06	1400 - Information Technology Service	GRD22 / 00 / \$59,375.06
Salary Change	Salary/Hourly Rate Change	04/01/2014	1400 - Information Technology Service	30000359 / Business Analyst I / 1 - Regular / 01 - Full Time Exempt / GRD22 / 00 / \$59,988.70	1400 - Information Technology Service	GRD22 / 00 / \$63,046.70
Salary Change	Salary/Hourly Rate Change	04/01/2014	1400 - Information Technology Service	30000414 / Network Engineer I / 1 - Regular / 01 - Full Time Exempt / GRD23 / 00 / \$61,250.58	1400 - Information Technology Service	GRD23 / 00 / \$62,950.58
Salary Change	Salary/Hourly Rate Change	04/01/2014	1400 - Information Technology Service	30000330 / Purchasing Clerk III / 1 - Regular / 02 - Full Time Non-Exempt / GRD14 / 00 / \$37,244.80	1400 - Information Technology Service	GRD14 / 00 / \$39,144.80
Salary Change	Salary/Hourly Rate Change	04/01/2014	1400 - Information Technology Service	30000387 / Systems Engineer II / 1 - Regular / 01 - Full Time Exempt / GRD25 / 00 / \$72,100.00	1400 - Information Technology Service	GRD25 / 00 / \$75,100.00
Salary Change	Salary/Hourly Rate Change	04/01/2014	1400 - Information Technology Service	30000369 / Business Analyst I / 1 - Regular / 01 - Full Time Exempt / GRD22 / 00 / \$59,820.53	1400 - Information Technology Service	GRD22 / 00 / \$62,241.53

3

**FY 14 TEMPORARY POSITION EXTENSIONS - TEMPORARY HOURLY NO BENEFIT POSITIONS**

<b>Personnel Area</b>	<b>Position Number</b>	<b>Position Title</b>
Purchasing Office	30005543	Pur Support Specialist I

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

\_\_\_\_\_  
**Samuel T. Biscoe, County Judge**

\_\_\_\_\_  
**Ron Davis, Commissioner, Pct. 1**

\_\_\_\_\_  
**Bruce Todd, Commissioner, Pct. 2**

\_\_\_\_\_  
**Gerald Daugherty, Commissioner, Pct. 3**

\_\_\_\_\_  
**Margaret Gomez, Commissioner, Pct. 4**





## Travis County Commissioners Court Agenda Request

**Meeting Date:** April 1, 2014

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

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

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

### AGENDA LANGUAGE:

Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$1,597,535.37 for the period of March 14 to March 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 \$1,597,535.37.

### ISSUES AND OPPORTUNITIES:

See attached.

### FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (8956) – \$1,597,535.37

### REQUIRED AUTHORIZATIONS:

John Rabb, 854-2742

Jessica Rio, 854-9106

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

**TRAVIS COUNTY  
RECOMMENDATION FOR TRANSFER OF FUNDS**

**DATE:** April 1, 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:** March 14, 2013 to March 20, 2014

**REIMBURSEMENT REQUESTED FOR THIS PERIOD:** \$1,597,535.37

**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 \$1,597,535.37.

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**  
**MARCH 14, 2014 TO MARCH 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: April 1, 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: March 14, 2014  
 TO: March 20, 2014

**REIMBURSEMENT REQUESTED: \$ 1,597,535.37**

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 2,290,127.26
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: Mar 25, 2014	\$ (683,104.05)
SAP corr	\$ (9,157.59)
Misc Adj	\$ (330.25)
<b>TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:</b>	<b>\$ 1,597,535.37</b>
<b>TRANSFER OF FUNDS REQUESTED:</b>	<b>\$ 1,597,535.37</b>

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




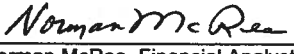
All claims over \$25,000 (3 this week totaling \$173,339.16) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.

Fifteen percent (15%) of all claims under \$25,000 (\$214,498.72) 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.

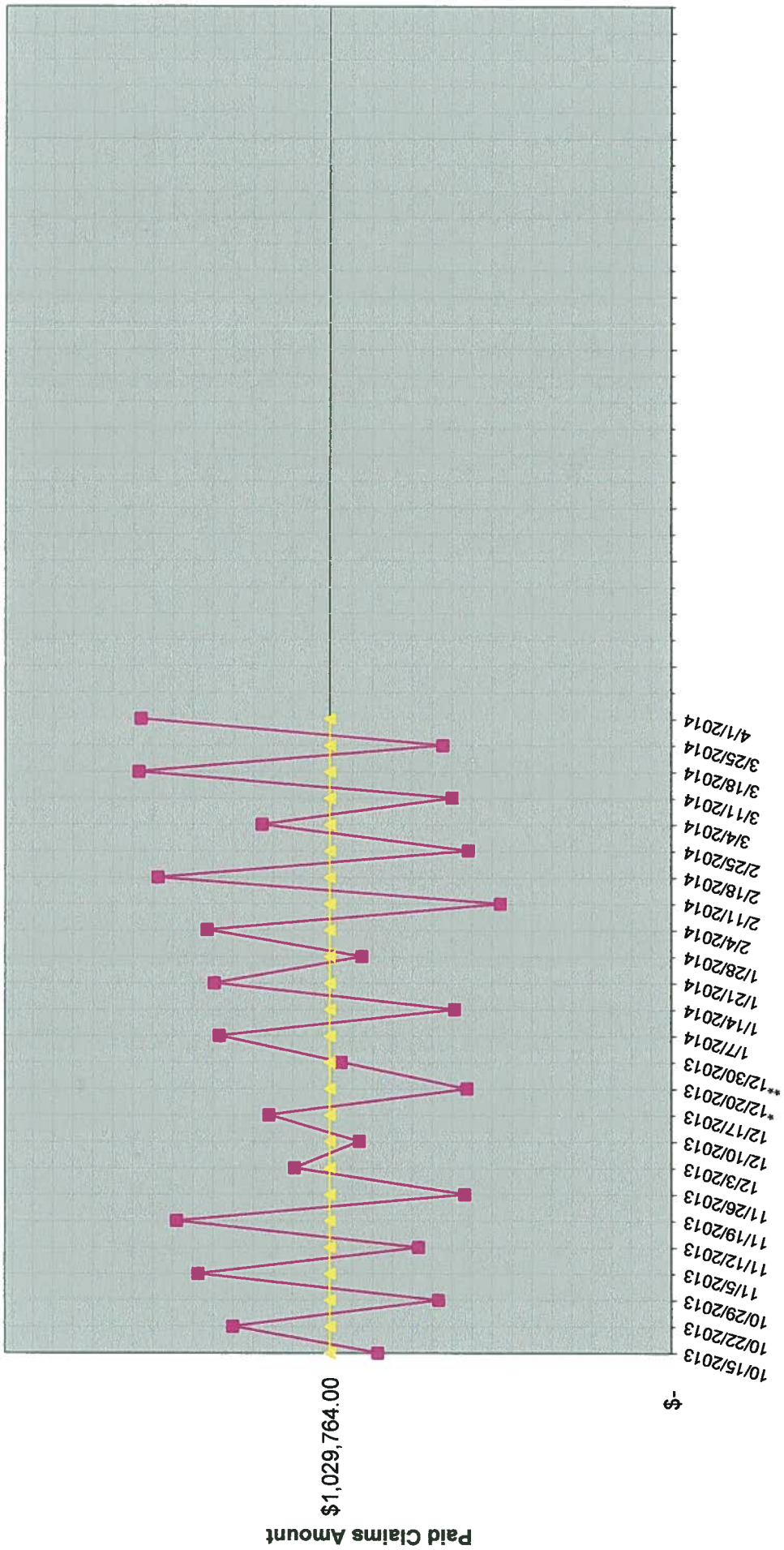
All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

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.

 Debbie Maypor, Director, HRMD	3/24/2014 Date
 John Rabb, Benefits Manager	3/24/2014 Date
 Shannon Steele, Benefits Administrator	3/24/2014 Date
 Norman McRee, Financial Analyst	3/24/14 Date

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

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



Commissioners Court Date

Paid Claims Amount



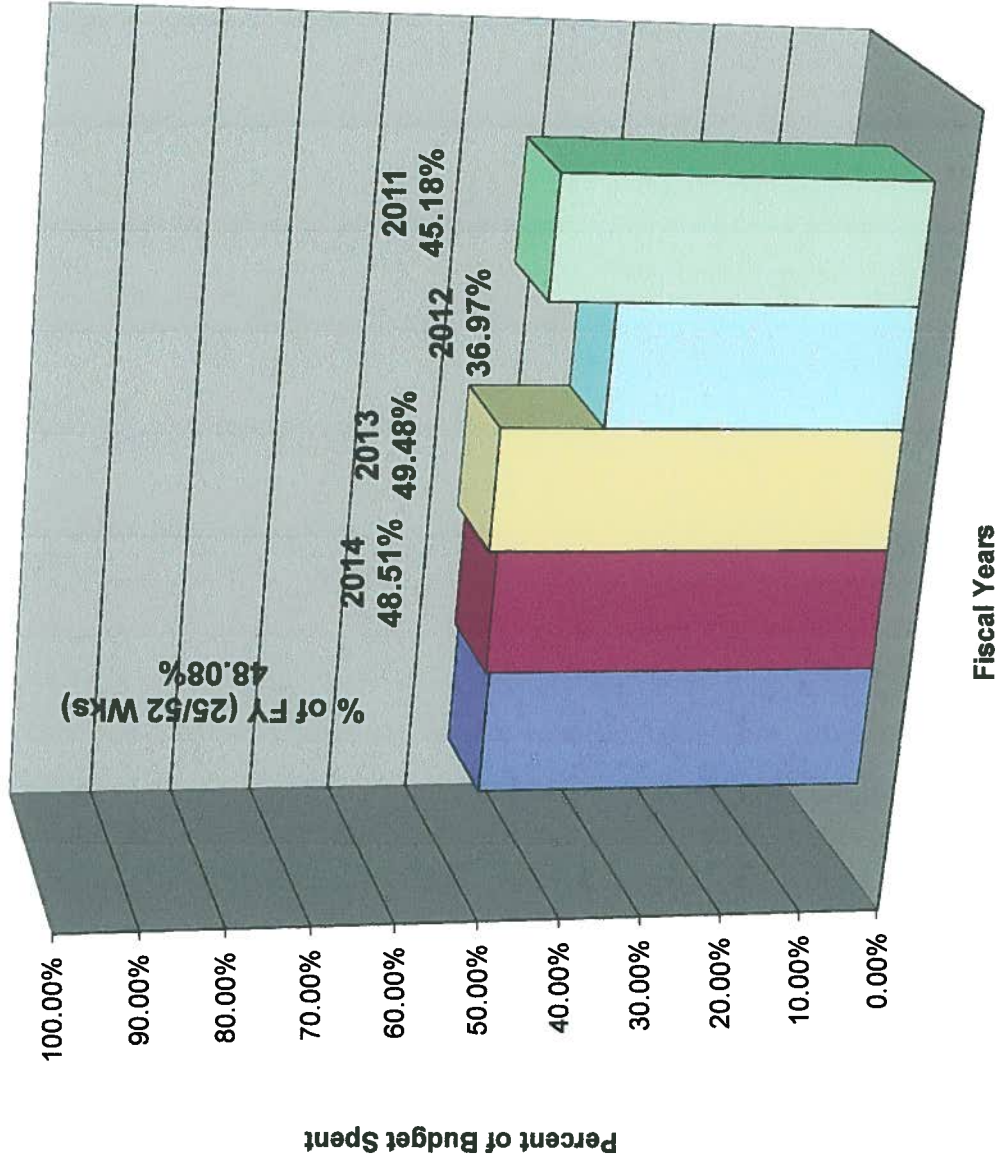
**Travis County Employee Benefit Plan  
FY14 Weekly Paid Claims VS Weekly Budgeted Amount**

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%
22	2/21/2014	2/27/2014	3/11/2014	\$ 660,394.37	\$ 1,029,764.52	1	\$ 32,174.24	41.25%	43.40%
23	2/28/2014	3/6/2014	3/18/2014	\$ 1,603,217.96	\$ 1,029,764.52	7	\$ 331,213.98	44.24%	45.52%
24	3/7/2014	3/13/2014	3/25/2014	\$ 688,786.64	\$ 1,029,764.52	3	\$ 141,879.50	45.53%	47.04%
25	3/14/2014	3/20/2014	4/1/2014	\$ 1,597,535.37	\$ 1,029,764.52	3	\$ 173,339.16	48.51%	49.48%
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Claims (net) & Budget to Date	\$ 25,975,428.02	\$ 25,744,112.98	stop loss \$ (302,917.85)
Gross Paid Claims over (under) Original Budget		\$ 231,315.04	

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 25**





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**Secured Message**

From: SIFSFX@UHC.COM  
 To: NORMAN.MCREE@CO.TRAVIS.TX.US  
 Date: March 21, 2014 5:41:45 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: 2014-03-21 REQUEST AMOUNT: \$2,290,127.26

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

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2014-03-20	\$1,111,252.51
- REQUIRED BALANCE TO BE MAINTAINED:	\$2,668,041.00
+ PRIOR DAY REQUEST:	\$00.00
= UNDER DEPOSIT:	\$1,556,788.49
+ CURRENT DAY NET CHARGE:	\$733,338.77
+ ISSUED CREDIT AMOUNT:	\$00.00
+ FUNDING ADJUSTMENTS:	\$00.00
	\$2,290,127.26

ACTIVITY FOR WORK DAY: 2014-03-14

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$26,208.95	\$00.00	\$26,208.95
TOTAL:	\$26,208.95	\$00.00	\$26,208.95

ACTIVITY FOR WORK DAY: 2014-03-17

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
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UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2014\_03\_20

CONTR_NBR	PLN_ID	PLN_ID	TRANS_AMT	SRS_DESG_NBR	CHK_NBR	GRP_ID	CLM_ACCT_NBR	ISS_DT	TRANS_TYP_CD	TRANS_DT	WK_END_DT
701254	632	632	-285.99 A1		4088056 AE		6	3/17/2014	200	3/21/2014	3/20/2014
701254	632	632	-287.97 A1		4069600 AA		1	3/17/2014	200	3/21/2014	3/20/2014
701254	632	632	-287.97 A1		4044765 AE		5	3/17/2014	200	3/21/2014	3/20/2014
701254	632	632	-322.4 A1		4044640 AH		8	3/17/2014	200	3/21/2014	3/20/2014
701254	632	632	-336.04 A1		4127235 AE		18	3/17/2014	200	3/21/2014	3/20/2014
701254	632	632	-342 PG		9145959 AE		9	1/6/2014	50	3/18/2014	3/20/2014
701254	632	632	-369.28 A1		4082454 AE		8	3/17/2014	200	3/21/2014	3/20/2014
701254	632	632	-381.78 A1		4073123 AH		2	3/17/2014	200	3/21/2014	3/20/2014
701254	632	632	-383.1 A1		4058840 AH		1	3/17/2014	200	3/21/2014	3/20/2014
701254	632	632	-420.81 A1		4053203 AH		9	3/17/2014	200	3/21/2014	3/20/2014
701254	632	632	-507.27 A1		4112034 AH		1	3/17/2014	200	3/21/2014	3/20/2014
701254	632	632	-507.27 A1		4095458 AA		2	3/17/2014	200	3/21/2014	3/20/2014
701254	632	632	-510.66 A1		4044760 AH		1	3/17/2014	200	3/21/2014	3/20/2014
701254	632	632	-512.8 A1		4136792 AH		7	3/17/2014	200	3/21/2014	3/20/2014
701254	632	632	-662.05 QG		92941349 AH		5	11/27/2013	50	3/19/2014	3/20/2014
701254	632	632	-706.03 A1		4051198 AH		1	3/17/2014	200	3/21/2014	3/20/2014
701254	632	632	-1083.17 A1		4051950 AA		8	3/17/2014	200	3/21/2014	3/20/2014
701254	632	632	-1918.08 A1		4072803 AH		1	3/17/2014	200	3/21/2014	3/20/2014
701254	632	632	-2034.5 A1		4069057 AE		11	3/17/2014	200	3/21/2014	3/20/2014
701254	632	632	-3114.82 A1		4108678 AH		1	3/17/2014	200	3/21/2014	3/20/2014
701254	632	632	-5282.17 A1		4117231 AH		1	3/17/2014	200	3/21/2014	3/20/2014

\$ 1,597,535.37

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

For the payment week ending: 03/20/2014

<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

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## Travis County - Employee Health Benefits Fund (8956)

### Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 03/20/2014

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Type	EE/RR	Cost Center	G/L Account	Transaction Amount
CEPO	EE	1110068956	516010	\$ 159,948.25
	RR	1110068956	516110	\$ 27,792.66
			<b>Total CEPO</b>	<b>\$ 187,740.91</b>
EPO	EE	1110068956	516030	\$ 262,825.66
	RR	1110068956	516130	\$ 48,818.83
			<b>Total EPO</b>	<b>\$ 311,644.49</b>
PPO	EE	1110068956	516020	\$ 992,576.54
	RR	1110068956	516120	\$ 105,573.43
			<b>Total PPO</b>	<b>\$ 1,098,149.97</b>
			<b>Grand Total</b>	<b>\$ 1,597,535.37</b>



## Travis County Commissioners Court Agenda Request

**Meeting Date:** March 25, 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:** Commissioner Todd, Precinct Two

*Handwritten signatures:*  
 JFB  
 Roger El Khoury  
 Leslie Browder  
 Todd

### AGENDA LANGUAGE:

Consider and take appropriate action on whether to issue a call for recommendations to name the new Travis County District Attorney Office building located at 416 W. 11<sup>th</sup> Street.

### BACKGROUND/SUMMARY OF REQUEST:

The Facilities Management Department has received a request regarding formally naming the new District Attorney Office Building that will be built at 416 W. 11<sup>th</sup> Street. Per Section 1.020 (b)(1) of the Travis County Policies, Procedures and Regulations Manual, at any time a Travis County facility is to be named, the Commissioners Court will issue a call for recommendations, provide notice of the opportunity to submit recommendations, and schedule the matter for public discussion and considerations by the Commissioners Court.

### STAFF RECOMMENDATIONS:

The Facilities Management Department recommends that the Commissioners Court discuss and provide direction on whether to issue a call for recommendations and deadline for submittals to name the new Travis County District Attorney Office building located at 416 W. 11<sup>th</sup> Street.

### ISSUES AND OPPORTUNITIES:

The project is currently under design with construction estimated to begin in August 2014. Substantial completion is projected to occur in February 2016 with the building being fully occupied in May 2016.

### FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

**ATTACHMENTS/EXHIBITS:**

1. Policy for Naming New Travis County Facilities

**REQUIRED AUTHORIZATIONS:**

John Hille, County Attorney's Office



## POLICY FOR NAMING TRAVIS COUNTY FACILITIES

### § 1.020 Policy for Naming New Travis County Facilities

(a) Purpose: To develop written guidelines for naming Travis County Facilities in open and more efficient manner.

(b) Procedure

(1) At any time a Travis County facility is to be named, the Commissioners Court will issue a call for recommendations, provide notice as to the opportunity, and schedule the matter for public discussion and consideration by the Commissioners court.

(2) Recommendation by a Private Citizen and/or Group. Any private citizen and/or group may make a recommendation to the Travis County Commissioners Court regarding the naming of a County facility by presenting that recommendation in writing to any member of the Commissioners Court and/or presenting that recommendation in the Commissioners Court meeting set for public discussion of the matter.

(3) If the recommendation is to name the facility after an individual, the following criteria must be met:

(A) The individual must have made a significant contribution to Travis County.

(B) The private citizen and/or group making the recommendation must provide a written biographical sketch of the individual, whether living or deceased, to the Commissioners Court when making the recommendation.

(4) After the public hearing, the Commissioners Court will submit all recommendations to the Travis County Historical Commission, or any other group designated by the Commissioner Court, for review and comment.

(5) Within the time set by the Commissioners Court, the Travis County Historical Commission (or any reviewing group), will provide the Court with its comments on names which were considered.

(6) Upon receipt of the comments and recommendations made by the reviewing body, the Commissioners Court will consider all recommendations using the above criteria, and any other factors that the Commissioners Court deems appropriate, and make a final determination.

(7) Once a final decision has been made, the Commissioners Court:

(A) If the person for whom the facility will be named is living, the Commissioners Court must obtain the permission of that person prior to naming the facility.

(B) If the person for whom the facility will be named is deceased, the Commissioners Court should contact immediate family members when feasible.

(c) Final Decision. A decision by the Commissioners Court to name or not name a facility will be final, and the sole discretion in this matter remains with the Commissioners Court. The fact that the criteria listed in Section 1.020.(b)(3) have been met does not obligate the Commissioners Court to name a County facility after the individual recommended.

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VS 02-13-96  
#4

STATE OF TEXAS

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§

COUNTY OF TRAVIS

IN THE COMMISSIONERS COURT  
IN AND FOR TRAVIS COUNTY, TEXAS

ORDER AMENDING THE TRAVIS COUNTY POLICIES,  
PROCEDURES, AND REGULATIONS MANUAL

IT IS HEREBY ORDERED THAT THE Travis County Policies, Procedures and Regulations Manual be amended by adding Section 1.020 in substantially the form and content contained in Attachment A.

This amendment shall be effective immediately upon adoption of this Order.



Hon. Bill Aleshire  
Travis County Judge



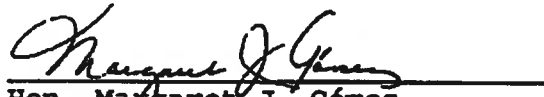
Hon. Samuel T. Biscoe  
Commissioner, Pct. 1



Hon. Karen Sonleitner  
Commissioner, Pct. 2



Hon. Valarie Bristol  
Commissioner, Pct. 3



Hon. Margaret J. Gomez  
Commissioner, Pct. 4

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

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DANA DEBEAUVILLE, JR.  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

FILED

**DRAFT**

Item #11

Date: March 24, 2014

Contact: Travis County Facilities Management (512) 854-9661

**Commissioners Court Calls For Recommendations To Name The New Travis County District Attorney's Office Building At 416 West 11<sup>th</sup> Street**

In response to a request from a resident, the Travis County Commissioners Court voted today to launch the procedure adopted by the Court in 1996 for the naming of county facilities. This procedure calls for recommendations from the public as the first step.

The Commissioners Court encourages any private citizen or group to make a recommendation regarding the naming of the facility. All recommendations must be in writing. If the recommendation is to name the facility after an individual:

- The individual must have made a significant contribution to Travis County.
- The recommendation must include a biographical sketch of the individual.

The deadline to submit recommendations is Monday, May 5, 2014. A public discussion will be held Tuesday, May 6, 2014, during the Commissioners Court voting session.

***Submit recommendations to:***

Roger El Khoury, Director, Facilities Management  
Travis County  
P.O. Box 1748  
Austin, Texas 78767

Fax: (512) 854-9226

-OR-

E-mail: [roger.elkhoury@co.travis.tx.us](mailto:roger.elkhoury@co.travis.tx.us)

# Travis County Commissioners Court

SAMUEL T. BISCOE  
County Judge

RON DAVIS  
Commissioner, Pct. 1



KAREN SONLEITNER  
Commissioner, Pct. 2

GERALD DAUGHERTY  
Commissioner, Pct. 3

MARGARET J. GÓMEZ  
Commissioner, Pct. 4

Travis County Administration Building, 314 W. 11th, Commissioners Courtroom, 1st Floor, Austin, TX 78701

## FOR IMMEDIATE RELEASE

**Date: March 15, 2005**

**Contact: Travis County Administrative Operations (512) 854-9343, FAX 854-9542**

### **Commissioners Court Calls For Recommendations To Name The Historic Courthouse**

Precinct 1 Travis County Commissioner Ron Davis has suggested that the historic Travis County Courthouse be named after Heman Sweatt, the first African-American admitted to the University of Texas Law School.

In response to Commissioner Davis's suggestion, the Travis County Commissioners Court voted today to launch the procedure adopted by the Court in 1996 for the naming of County facilities. This procedure calls for recommendations from the public as the first step.

The Commissioners Court encourages any private citizen or group to make a recommendation regarding the naming of the facility. All recommendations must be in writing. If the recommendation is to name the facility after an individual:

- The individual must have made a significant contribution to Travis County.
- The recommendation must include a biographical sketch of the individual.

The deadline to submit recommendations is Monday, April 25, 2005. A public discussion will be held Tuesday, May 3, during the Commissioners Court voting session.

***Submit recommendations to:***

Alicia Perez, Executive Manager  
Travis County Administrative Operations  
PO Box 1748  
Austin, TX 78767  
Fax: (512) 854-9542

**-OR-**

E-mail: [shawn.malone@co.travis.tx.us](mailto:shawn.malone@co.travis.tx.us)



## Travis County Commissioners Court Agenda Request

**Meeting Date:** 4/1/2014

**Prepared By/Phone Number:** Debbie Ties/854-6472

**Elected/Appointed Official/Dept. Head:** Hershel Lee, Fire Marshal

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

**AGENDA LANGUAGE: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING AN INTERLOCAL AGREEMENT FOR ENFORCEMENT OF TRAVIS COUNTY FIRE CODE BETWEEN TRAVIS COUNTY AND THE CITY OF JONESTOWN.**

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

See attachments.

**STAFF RECOMMENDATIONS:**

**ISSUES AND OPPORTUNITIES:**

**FISCAL IMPACT AND SOURCE OF FUNDING:**

The Fire Marshal's Office will have increased revenue from permit and inspection fees collected.

**REQUIRED AUTHORIZATIONS:**

Hershel Lee

Danny Hobby

Commissioners Court

# TRAVIS COUNTY FIRE MARSHAL'S OFFICE



**HERSHEL LEE, FIRE MARSHAL**  
P. O. Box 1748, AUSTIN, TEXAS 78767  
(512) 854-4621, FAX (512) 854-6471

## MEMORANDUM

**To:** Travis County Commissioners Court

**From:** Danny Hobby, County Executive Emergency Services  
Hershel Lee, Travis County Fire Marshal

**Date:** April 1, 2014

**Subject:** CONSIDER AND TAKE APPROPRIATE ACTION REGARDING AN  
INTERLOCAL AGREEMENT FOR ENFORCEMENT OF TRAVIS COUNTY  
FIRE CODE BETWEEN TRAVIS COUNTY AND THE CITY OF  
JONESTOWN.

I am requesting Court approval regarding a signed agreement with the City of Jonestown for the Administration and enforcement of the Travis County Fire Code. This enforcement will be done through our Travis County Fire Marshal's Office.

On May 1, 2007 Court approved two form interlocal agreements that can be used by municipalities in Travis County for these purposes. The County Attorney's Office has reviewed the signed agreements.

City Council, City of Jonestown has requested Travis County Fire Marshal review plans, inspect buildings and enforce Travis County Fire Code within their incorporated area. Jonestown City Council has signed the interlocal agreement and adopted Travis County Fire Code by city ordinance.

Thank you for your consideration in this matter.

**INTERLOCAL AGREEMENT  
FOR ENFORCEMENT OF TRAVIS COUNTY FIRE CODE  
BETWEEN TRAVIS COUNTY AND  
CITY OF JONESTOWN**

THIS AGREEMENT is entered into by the following parties:

City of Jonestown, a general law municipality located in Travis County, Texas, ("City"), and

Travis County, Texas, a political subdivision of Texas.

**RECITALS**

City and County have each determined that it would be mutually advantageous for County to enforce the Travis County Fire Code within the municipal boundaries of City.

County is authorized to provide the services described in this agreement and to enter into an exclusive agreement with City for these services by TEX. LOC. GOV'T CODE ANN., §233.061 (b).

City and County are authorized to enter into this agreement in all respects by TEX. GOV'T. CODE ANN., ch. 791.

**AGREEMENT**

City and County agree as follows:

**1.0 Definitions**

1.01 Council "Council" means City Council of the Jonestown.

1.02 Commissioners Court "Commissioners Court" means Travis County Commissioners Court.

1.03 County "County" means Travis County Texas acting by and through the Fire Marshal.

1.04 Day "Day" means calendar day.

1.05 Fire Code Inspection(s) "Fire Code Inspection(s)" means the review of plans, the issuance of building permits, the inspection of installations, the issuance of operating permits for compliance with the Travis County Fire Code upon request for a permit. It also includes the investigation of complaints and the inspection of establishments upon receipt of requests or complaints about non-compliance with the Travis County Fire Code. Inspection includes all follow-up necessary to insure compliance with Travis County Fire Code.



1.06 Fire Marshal "Fire Marshal" means the Travis County Fire Marshal and his designated deputy fire marshals who are employed in his office.

1.07 Fire Regulation Inspection(s) "Fire Regulation Inspection(s)" means the routine inspection of establishments and the investigation of complaints and the inspection of establishments upon receipt of requests or complaints about non-compliance with any applicable federal, state and local rules or regulations related to fire control and fire prevention and establishing the requirement for annual permits and fees. Inspection includes all follow-up necessary to insure compliance with any applicable federal, state and local rules or regulations related to fire control and fire prevention and establishing the requirement for annual permits and fees. Routine inspections means annual inspection and all follow-up necessary to insure compliance with applicable federal, state and local rules or regulations related to fire control and fire prevention and establishing the requirement for annual permits and fees.

1.08 In the City of Jonestown "In the City of Jonestown" means any location within the full purpose corporate limits of the City of Jonestown and does not include locations within its extraterritorial jurisdiction or its limited purpose jurisdiction.

1.09 Travis County Fire Code "Travis County Fire Code" means the Chapter 71 of the Travis County Code at the time of service, even if County has revised this chapter after execution of this Agreement. All definitions in the Travis County Fire Code are incorporated the same as if set forth in full in this Agreement.

## 2.0 Term of Agreement

2.01 Initial Term This interlocal agreement begins on the date when it has been executed by both parties and ends on September 30, 2014 unless earlier terminated by either party in compliance with 13.0 of this Agreement.

2.02 Renewal Term This interlocal agreement, as properly amended or modified from time to time, automatically renews on October 1 of 2014 and each subsequent year for a term of one year unless terminated by either party in accordance with 13.0 of this Agreement.

## 3.0 Responsibilities of City

3.01 Exclusive Provider City grants County the exclusive right to provide the services described in this Agreement in the City of Jonestown.

3.02 Creation of Fire Marshal's Authority Prior to or concurrent with the approval and execution of this Agreement, City shall pass whatever ordinances, orders, rules, or resolutions may be necessary under its governing documents to give the same powers, rights, and privileges to the Fire Marshal that the Fire Marshal would have as a designated department of City. Despite this authority, employees of the Office of the Fire Marshal are not employees of City and work solely for County.

3.03 Adoption of Travis County Fire Code City shall pass an ordinance, order, rule or

resolution adopting the Travis County Fire Code in the City of Jonestown. If the Commissioners Court amends, revises, or replaces the Travis County Fire Code, Council shall pass an ordinance, order, rule or resolution adopting the amended, revised or replaced Travis County Fire Code in City of Jonestown within 60 days after the Commissioners Court takes its action.

3.04 Copies of Ordinance, Rule or Resolution Prior to or concurrent with the approval of this Agreement, City shall provide County with copies of all ordinances, orders, rules and resolutions initially passed pursuant to this Agreement. Within 30 days after Council approves an ordinance, order, rule or resolution adopting the amended, revised or replaced Travis County Fire Code, City shall provide County with copies of the ordinances, orders, rules and resolutions adopting the amended, revised or replaced Travis County Fire Code.

3.05 Enforcement of City of Jonestown Building Code To the extent allowed by law and this Agreement, City shall administer and enforce the City of Jonestown building code in relation to new construction and work on structures requiring a building permit under City's building code and carry out the following services related to it in the City of Jonestown:

- 3.05.01 review plans of applicants for permits under it,
- 3.05.02 issue building permits under it, and
- 3.05.03 perform inspections of installations required by it.

3.06 Establishment of Fees City authorizes Commissioners Court to set permit fees in the City of Jonestown at the same amount as fees for the unincorporated areas of Travis County set by Commissioners Court in Chapter 71 as amended from time to time. The initial fees are listed in Attachment A. County may change fees charged under this Agreement at any time by written notice from County in compliance with section 15.0 to City. Unless City gives notice of termination pursuant to Section 13.0 of this agreement, the change in fees is effective thirty days after receipt of the notice from County.

3.07 Payment For Services City assigns to County its right to receive any permit fees to be paid by applicants for permits under the Travis County Fire Code related to the construction of buildings and any fees payable for any inspections or services provided under this Agreement. City authorizes all applicants to pay the permit fees directly to the County through the Office of the Fire Marshal in accordance with the procedures established by County from time to time. City authorizes all establishments seeking other services under this Agreement to pay the applicable fees directly to the County through the Office of the Fire Marshal in accordance with the procedures established by County from time to time.

3.08 Notice of Complaints City acknowledges that all calls about any complaints related to services under this Agreement should be made to City, with City then contacting County about services. City shall make every reasonable effort to advise residents of this requirement and to prevent direct contact between residents of City and the Fire Marshal.

3.09 Fire Code Inspection For Fire Code Inspections under this Agreement, City

designates the Fire Marshal to receive information for administering the provisions of and prosecuting violations of the Travis County Fire Code. The procedures for requests for hearings, for hearings and for actions taken as a result of those hearings are set forth in the Travis County Fire Code. City authorizes County to take whatever action is necessary to enforce the Travis County Fire Code, including imposing any related penalties described in it, within the limits imposed by applicable law.

3.10 Fire Regulation Inspection For Fire Regulation Inspections under this Agreement, City designates the Fire Marshal to receive information for prosecuting violations of any applicable federal, state and local rules or regulations related to fire control and prevention and establishing the requirement for annual permits and fees. City authorizes County to take whatever action is necessary to enforce the applicable rules, including any related penalties described in the other applicable federal, state and local rules or regulations related to fire control and prevention and establishing the requirement for annual permits and fees, within the limits imposed by applicable law.

3.11 Legal Action In any legal action which is required as a result of the services provided under this Agreement, City Attorney is responsible for judicial prosecution of violations of the applicable Travis County Fire Code and any applicable federal, state and local rules or regulations related to fire control and prevention and establishing the requirement for annual permits and fees. Prosecution of all violations of the applicable federal, state and local rules or regulations related to fire control and prevention and establishing the requirement for annual permits and fees shall be brought in the Court of competent jurisdiction as set forth in those federal, state and local rules or regulations.

3.12 Current Revenue City shall pay for its obligations under this interlocal agreement from current revenue funds available to City.

3.13 Compliance with Laws City shall comply with all applicable laws, rules and regulations in the performance of this agreement.

#### 4.0 Responsibilities of County

4.01 Enforcement of Travis County Fire Code To the extent allowed by law and this Agreement, County shall administer and enforce the Travis County Fire Code in relation to new construction and work on structures for which City is issuing a building permit under City's building code and carry out the following services related to the Travis County Fire Code in City of Jonestown:

4.01.01 review fire safety and site plans of applicants for permits under City's building code to ensure compliance with the Travis County Fire Code,

4.01.02 issue permits for fire safety requirements under the Travis County Fire Code, including hearing appeals,

4.01.03 perform inspections of installations required by the Travis County

Fire Code, and

4.01.04 perform the investigation of complaints and the inspection of establishments upon receipt of requests or complaints about non-compliance with the Travis County Fire Code made to City, with City then contacting the Fire Marshal's Office, including all follow-up necessary to insure compliance with the Travis County Fire Code.

4.02 Complaint Investigation County shall investigate Travis County Fire Code complaints and complaints about violations of any other applicable federal, state and local rules or regulations related to fire control and prevention that are made directly to City, with City then contacting the Fire Marshal's Office. If the investigations of a complaint reveal the violation of the Travis County Fire Code or any other applicable federal, state and local rules or regulations related to fire control and prevention, County shall enforce these legal requirements to the extent allowed by law, except that County's enforcement shall not include condemnation of buildings, enforcement of zoning ordinances, or enforcement of flood plain ordinances.

4.03 Other Permit Inspections County shall routinely inspect establishments for compliance with any applicable federal, state and local rules or regulations that establish the requirement for permits and fees pursuant to those rules or regulations. These inspections include all follow-up necessary to insure compliance with the applicable federal, state and local rules or regulations. Routine inspections may be either inspection prior to and as part of both the initial state licensing process and all renewals of the state license or the annual inspection and all follow-up necessary to insure compliance with state rules and regulations.

4.04 Credit for Fees County may perform any reasonable activities necessary to collect fees for services provided. County may retain all fees collected.

4.05 Quarterly Reports Within fifteen (15) days after the end of each quarter (90 days) County shall provide City with a report of its operations in the City of Jonestown for the preceding quarter (90 days) that includes at least the following information:

4.05.01 the number of applications received in the City of Jonestown;

4.05.02 the number of permits issued in the City of Jonestown, and

4.05.03 the number and type of inspections related to other law that are performed.

4.06 Annual Reports Annually County shall provide City with at least a summary report for the information provided in the quarterly reports under 4.05.

4.07 Access to Reports, Records, and Facilities County shall provide City with full access to all records and reports about the Travis County Office of the Fire Marshal that are available by law to members of the public generally.

4.08 Current Revenue County shall pay for its obligations under this interlocal agreement from current revenue funds.

4.09 Compliance with Laws County shall comply with all applicable laws, rules and regulations in the performance of this agreement. County shall enforce the Travis County Fire Code in City of Jonestown limited purpose annexation areas under Subchapter C, Chapter 233, Local Government Code.

## 5.0 Fees

5.01 Fire Code Permits County shall charge applicants for permits in City of Jonestown based on the fees that are approved by the Commissioners Court annually. Commissioners Court shall review permit fees annually and may increase or decrease fees based on the cost incurred by the Office of the Fire Marshal in administering the Travis County Fire Code including inspection and enforcement. The cost for the investigation and follow-up for complaints about violations of Travis County Fire Code are included in determining permit fees. Any changes shall be effective October 1 of each year.

5.02 Other Fire Regulation Fees County shall charge businesses needing an inspection in City of Jonestown based on the fees that are approved by the Commissioners Court annually. Commissioners Court shall set the fees annually and may increase or decrease fees based on the cost incurred by the Office of the Fire Marshal in providing these services. The cost for the investigation and follow-up for complaints about violations are included in determining these fees. County shall inform City, in writing, prior to implementation of proposed rate changes. Changes shall be effective October 1 of each year.

## 6.0 Responsibility for Losses and Insurance

6.01 Self-Insured City acknowledges that County is self insured for some losses at the execution of this agreement. City acknowledges that County does not have liability insurance coverage on its operations and is not required to do so under this agreement. City acknowledges that County is not required to provide liability insurance coverage under this agreement and may, at its option, discontinue the liability insurance coverage which County has at the commencement of this agreement.

6.02 Limits of Liability City is not liable for any claims, damages, or attorney fees arising from the negligent or illegal acts of County or its employees or agents in relation to the services provided by County under this Agreement. County is not liable for any claims, damages, or attorney fees arising from the negligent or illegal acts of City or its employees or agents in relation to the responsibilities of City under this Agreement.

6.03 Shared Liability If both County and City are liable for any claims, damages, or attorney fees arising from the negligent or illegal acts of City and County in relation to the services provided under this Agreement, ~~City and County are individually liable for the portion of the claims, damages, and attorney fees attributable to each that arise from their negligent or illegal acts or those of their respective employees and agents as determined by a court adjudicating the matter or as agreed in any settlement.~~

6.04 Assumption of Risk City bears all property losses that result from damages caused by City that would be covered by automobile, fire and casualty insurance coverage offered by a commercial insurance company. County bears all property losses that result from damages caused by County that would be covered by automobile, fire and casualty insurance coverage offered by a commercial insurance company.

## 7.0 Acknowledgements

7.01 Travis County Fire Code City acknowledges that, under the terms of this Agreement, City must approve ordinances, orders, rules or resolutions adopting the Travis County Fire Code. City further acknowledges and agrees that this Travis County Fire Code supercedes any other ordinances, orders, rules, resolutions or other enactments by City related to the regulations being implemented under this Agreement.

7.02 Limit of Authority to Represent City and County intend to enter this agreement as independent contractors and assume all of the rights, obligations and liabilities applicable to it as an independent contractor. This Agreement shall be construed to give effect to this intent. Neither party is authorized to represent the other for any purpose whatsoever without the prior written consent of the other party. Employees of City shall not be considered to be employees of County. Employees of County shall not be considered to be employees of City.

7.03 Limit on Agents No agent, official, employee, or representative of County has the authority to amend or assign this agreement or waive violations of it unless expressly granted this specific authority by the Commissioners Court. No agent, official, employee or representative of City has the authority to amend or assign this agreement or waive violations of it unless expressly granted this specific authority by the City Council.

7.04 County Right to Contract: Other Entities County may contract with other entities to provide the services provided under this Agreement throughout Travis County. All proceeds to County that may arise from other agreements inure to the benefit of Travis County. County shall provide City with copies of all contracts with other entities which County uses to provide services similar to those provided under this Agreement, if copies of each are requested by City.

## 8.0 Amendment of Agreement

8.01 The only modification concerning this agreement that has any force or effect is a subsequent amendment in writing signed by both parties. No official, representative, agent, or employee of County or City has any authority to modify this agreement except pursuant to specific authority to do so expressly granted by the respective governing body.

## 9.0 Entire Agreement

9.01 This agreement supersedes any and all other agreements, either oral or in writing, between the parties to it with respect to the subject matter of it and contains all of the covenants and agreements between the parties with respect to this subject matter. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise,

have been made by any party or anyone acting on behalf of any party which are not embodied in this agreement and that any agreements, statements, or promises not contained in this agreement are not valid or binding.

9.02 Attachment A Chart of Fees is made a part of this Agreement, and constitutes promised performances by City.

#### 10.0 Breach

10.01 The failure of either party to comply with the terms and conditions of this agreement is a breach of this agreement.

#### 11.0 Dispute Resolution

11.01 When mediation is acceptable to both parties in resolving a dispute arising under this agreement, the parties shall use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in the TEX. CIV. PRAC. AND REM. CODE ANN., § 154.073. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in TEX. CIV. PRAC. AND REM. CODE ANN., § 154.073, unless both parties agree, in writing, to waive the confidentiality.

#### 12.0 Waiver and Reservation of Rights

12.01 Waiver The waiver by either party of a breach of this agreement shall not constitute a continuing waiver of that breach or of a subsequent breach of the same or a different provision, unless the party not in breach agrees to a waiver.

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

#### 13.0 Termination

13.01 Annual Termination Either party to this agreement may terminate this agreement by giving 90 days prior written notice to the other party.

13.02 Termination for Breach Either party may terminate this agreement if it is found that the other party has breached this Agreement. Prior to termination, the terminating party shall provide written notice to the other party of any breaches. Upon receipt of this notice, the breaching party has 90 days to correct the breaches or explain why the actions do not breach this Agreement to the satisfaction of the terminating party. Failure to correct the breaches or give a satisfactory explanation within 90 days results in automatic termination of this Agreement at the end of the 90-

day period unless the parties agree in writing to extend the time to cure the breaches.

13.03 Survival of Provisions If this agreement is terminated, the terms about fees and payments survive the termination until each fee is paid.

14.0 Notice

14.01 Written Notice All notices sent pursuant to this agreement shall be in writing and either hand delivered or sent by registered or certified mail, postage prepaid, return receipt requested.

14.02 County Address Notice sent pursuant to this agreement shall be delivered or sent to County at the following addresses:

If hand delivered to:

County Judge, Travis County  
314 West 11th Street, Room 520  
Austin, Texas 78701

If mailed to:

County Judge, Travis County  
P.O. Box 1748  
Austin, Texas 78767

and

If hand delivered to:

County Executive  
Emergency Services  
5501 Airport Boulevard  
Austin, Texas 78751

If mailed to:

County Executive  
Emergency Services  
P.O. Box 1748  
Austin, Texas 78767

14.03 City Address Notices sent pursuant to this agreement shall be delivered or sent to City at the following address:

If hand delivered to:

City Administrator  
City of Jonestown  
18649 FM 1431, Ste 4A  
Jonestown, Texas 78645

If mailed to:

Mayor  
City of Jonestown  
P.O. Box 5023  
Jonestown, Texas 78645

14.04 Notice to County Attorney To be effective against County, a copy of any notice sent to County must also be sent to the Travis County Attorney's office at the following address:

Travis County Attorney  
P.O. Box 1748  
Austin, Texas 78767



14.05 Notice to City Attorney To be effective against City, a copy of the notice must also be sent to the City Attorney's office at the following address:

Knight & Partners, Attorneys at Law  
223 West Anderson Lane, Suite A105  
Austin, Texas 78752

14.06 Time of Delivery When notices sent are hand delivered, notice is effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mail box or at a U.S. post office.

14.07 Change of Address Either party may change its address for notice under this agreement by providing a notice of the change to all parties in compliance with this paragraph.

## 15.0 Parties Bound

15.01 This agreement shall be binding upon and inure to the benefit of the parties to it and to their respective legal representatives and successors where permitted by this agreement. This agreement is not assignable without consent of the other party which shall not be unreasonably withheld.

## 16.0 Interpretational Guidelines

16.01 Third Party Rights Not Created This agreement is not intended and shall not be construed to create any rights or remedies in any person or legal entity that is not a party to it and neither County nor City is waiving any defense or immunity to which it is entitled against any person or legal entity that is not a party to it.

16.02 Texas Law to Apply This agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created under it are performable in Travis County, Texas.

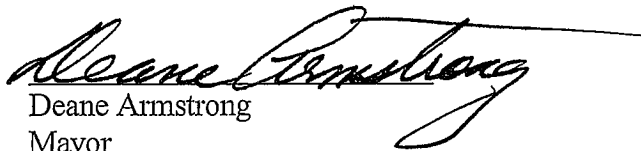
16.03 Severability of Provisions In case any one or more of the provisions in this agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision of this agreement and this agreement shall be construed as if the invalid, illegal, or unenforceable provisions had never been in it.

16.04 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 either County or City has declared a holiday for its employees, these days shall be omitted from the computation.

16.05 Gender and Number Words of gender used in this agreement shall be construed to include any other gender and words in the singular number shall be construed to include the plural and vice versa unless this agreement requires otherwise.


16.06 Headings The headings at the beginning of the various provisions of this agreement have only been included 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.

CITY OF JONESTOWN

  
Deane Armstrong  
Mayor

Date: 2-27-2014

Attest:

  
Rachel Austin  
City Secretary

Date: 2-27-2014

TRAVIS COUNTY, TEXAS

By: \_\_\_\_\_  
Samuel T. Biscoe  
County Judge

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

**ORDINANCE NO. 2014-O-462**

**AN ORDINANCE OF THE CITY OF JONESTOWN, TEXAS AMENDING THE CITY'S FIRE CODE REGULATING AND GOVERNING THE SAFE-GUARDING OF LIFE AND PROPERTY FROM FIRE AND EXPLOSION HAZARDS ARISING FROM THE STORAGE, HANDLING AND USE OF HAZARDOUS SUBSTANCES, MATERIALS AND DEVICES, AND FROM CONDITIONS HAZARDOUS TO LIFE OR PROPERTY IN THE OCCUPANCY OF BUILDINGS AND PREMISES; PROVIDING FOR THE APPOINTMENT OF THE FIRE CODE OFFICIAL; PROVIDING FOR THE APPOINTMENT OF THE FIRE MARSHAL; RELATING TO FIRE PREVENTION AND PROTECTION; ADOPTING THE TRAVIS COUNTY FIRE CODE, CHAPTER 71 OF THE TRAVIS COUNTY CODE; PROVIDING FOR ENFORCEMENT AND PROVIDING FOR PENALTIES, FEES, SEVERABILITY AND AN EFFECTIVE DATE**

**WHEREAS**, the City of Jonestown, Texas ("City") is an incorporated municipality duly organized, existing, and operating as a General Law Municipality in the State of Texas;

**WHEREAS**, the City has adopted its Fire Code in Ordinance No., 2010-O-388, sec. 15, adopted on January 14, 2010, and desires to amend such Fire Code and to enter into appropriate agreements to enforce said Fire Code;

**WHEREAS**, the City has entered into an interlocal agreement with Travis County for the enforcement of the Travis County Fire Code within the corporate limits of the City and is required by section 3.03 of the interlocal agreement to adopt the Travis County Fire Code, Chapter 71 of the Travis County Code; and

**WHEREAS**, the City Council has considered these matters contained herein and deems it appropriate to enact an ordinance adopting certain rules regarding fire prevention and protection and the enforcement of its Fire Code.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JONESTOWN, TEXAS, THAT:**

**SECTION 1. Definition:**

When used in this Ordinance, the following term has the meaning indicated:

Fire Code or Fire Prevention Code of the City: Chapter 71, Fire Code, including Table 71-A Fees, of the Travis County Code as attached hereto as Exhibit "A" and as amended by the Travis County Commissioners Court from time to time.

SECTION 2. The Fire Code Official to Administer:

The Fire Marshal's Office of Travis County, Texas, is hereby designated as the Fire Code Official of the City and authorized to enforce this Ordinance and the Fire Code of the City, to take all actions required or authorized in provisions incorporated in this Ordinance or the Fire Code of the City by reference, and to conduct all inspections, review all plans, and accept all applications and/or fees for a permit or approval authorized or required by the terms of this Ordinance or the Fire Code of the City. The City Administrator of the City is hereby authorized to enter into any necessary interlocal cooperation agreement with Travis County and or any other proper authority to give effect to this Ordinance.

SECTION 3. Application within Corporate Limits of City:

This Ordinance and the Fire Code of the City as adopted are applicable and in full force and effect within the corporate limits of the City.

SECTION 4. Interpretation:

This Ordinance will, to the extent reasonable, be construed in a manner consistent with the Travis County Fire Code, Chapter 71 of the Travis County Code and as adopted by the City herein. If there is a conflict between this Ordinance and the Travis County Fire Code, this Ordinance will prevail.

SECTION 5. Enforcement:

The Fire Code Official shall be able to enforce criminal violations of this Ordinance or the Fire Code of the City in the Municipal Court of the City of Jonestown through the City Attorney or in a court of competent jurisdiction. Any civil violation of this Ordinance or the Fire Code may be enforced by the City Attorney in a court of competent jurisdiction.

SECTION 6. Fire Marshal:

The Fire Marshal's Office of Travis County, Texas, is hereby designated as the Fire Marshal of the City and authorized to perform the duties of a Fire Marshal within the corporate limits of the City.

SECTION 7. Conflicts:

If any ordinance of the City conflicts with this Ordinance, the more stringent provision shall prevail.

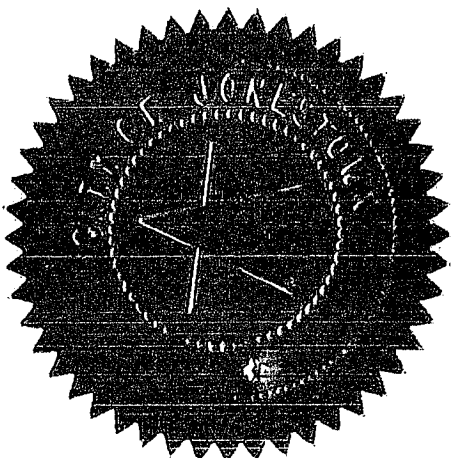
SECTION 8. Effective Date:

This Ordinance will become effective upon its passage by the City Council and publication as required by law.

SECTION 9. Severability:

Should any portion or part of this Ordinance be held for any reason invalid or unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof, but all valid portions hereof shall remain in full force and effect.

PASSED AND APPROVED THIS THE 13<sup>th</sup> day of March, 2014.



CITY OF JONESTOWN, TEXAS

By: *Deane Armstrong*  
Deane Armstrong, Mayor

ATTEST:

*Rachel Austin*  
Rachel Austin, City Secretary

Exhibit "A"

Travis County Fire Code, Chapter 71 of the Travis County Code



## Travis County Commissioners Court Agenda Request

**Meeting Date:** April 1, 2014

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

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

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language: Approve Modification No. 2 to Contract No. 4400000434, Harry M. Whittington (D/B/A Travis Properties), for Office Space at 205-209 West 9<sup>th</sup> Street.**

- **Purchasing Recommendation and Comments:** This procurement action meets the compliance requirements as outlined by the statutes.

October 1, 2008, the Commissioners Court approved a lease agreement between Harry Whittington (D/B/A Travis Properties) and Travis County for space located at 205-209 West 9<sup>th</sup> Street in Austin, Texas. The Office of Child Representation and office of Parent Representation are occupying 6,992 net rentable square feet at this location.

This Modification No. 2 is an assignment of this contract from Harry M. Whittington D/B/A Travis Properties, Tax Id # 465208472 to Harry M. Whittington, Travis Properties, Tax Id # 74-1182338. The agency restructured changing their tax entity resulting in the formulation of a new agency. All services will remain the same.

Amendment No. 1 to this contract extended the lease for a one year term from January 1, 2014 through December 31, 2014 at \$19.22 per rentable square foot of space.

- **Contract Expenditures:** Within the last 12 months \$134,386.24.00 has been spent against this contract/requirement.

- **Contract-Related Information:**

Award Amount: \$122,360.00 (Year 1)

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

Contract Type: Lease

Contract Period: January 1, 2009 to December 31, 2013

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



## Juan Gonzalez

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**From:** Tristan Whitmire  
**Sent:** Tuesday, January 14, 2014 9:19 AM  
**To:** Amy Draper; David Walch; Kapp Schwebke  
**Cc:** Jennifer Proctor romero  
**Subject:** Harry Whittington contract PO 4100030122 needs to be liquidated and re encumbered to V# 1000002687  
**Attachments:** WhittingtonW9.pdf  
**Importance:** High

The Vendor changed tax ID#s and so we have to block vendor 1000000948. Please re-encumber to vendor 1000002687 and email me the new PO so it's ready to be paid when Amy sends me the payment request.

Thanks!  
Tristan

*not*

Form **W-9**  
(Rev. December 2011)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)  
**HARRY M. WHITTINGTON**

Business name/disregarded entity name, if different from above  
**Travis Properties**

Check appropriate box for federal tax classification:  
 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate  
 Limited liability company Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶  Exempt payee  
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)  
**P. O. BOX 357**

City, state, and ZIP code  
**Austin, TX 78767-0357**

List account number(s) here (optional)

Requester's name and address (optional)  
**V- 1000002687  
7000000765**

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number										
			-				-			

Employer identification number									
7	4	-	1	1	8	2	3	3	8

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here    Signature of U.S. person ▶ *Harry M. Whittington*    Date ▶ **January 28, 2013**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partner's share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien.
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States.
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7)

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partner's share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**MODIFICATION OF CONTRACT NUMBER: 4400000434 – (H.T.E. LA120017DW) Lease**

PAGE 1 OF 2 PAGES

ISSUED BY: PURCHASING OFFICE P.O. Box 1748 AUSTIN, TX 78767	PURCHASING AGENT ASST: David Walch TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: <b>February 20, 2014</b>
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ISSUED TO: <b>Harry Whittington</b> <b>Travis Properties</b> <b>P.O. Box 357</b> <b>Austin, Texas 78767-0357</b>	MODIFICATION NO.: <b>2</b>	EXECUTED DATE OF ORIGINAL CONTRACT: <b>January 1, 2009</b>
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ORIGINAL CONTRACT TERM DATES: 01/01/2009 – 12/31/2013      CURRENT CONTRACT TERM DATES: 01/01/2014—12-31/2014

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**

Original Contract Amount: \$513,282.72      Current Modified Amount \$647,668.96.

**DESCRIPTION OF CHANGES:**

The current contract will be assigned as it is written on page 2 of this modification and all correspondence and payments references will be modified to read:

Harry M. Whittington  
Travis Properties  
P.O. Box 357  
Austin, Texas 78767

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

**Note to Vendor:**

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

LEGAL BUSINESS NAME: <u>Travis Properties</u>	<input checked="" type="checkbox"/> DBA
BY: <u>Harry M. Whittington</u> SIGNATURE	<input type="checkbox"/> CORPORATION
BY: <u>Harry M. Whittington</u> PRINT NAME	<input type="checkbox"/> OTHER
TITLE: <u>owner</u> ITS DULY AUTHORIZED AGENT	DATE: <u>3/13/14</u>

TRAVIS COUNTY, TEXAS	DATE:
BY: <u>Cyd V. Grimes</u> CYD V. GRIMES, C.P.M., CPPO, TRAVIS COUNTY PURCHASING AGENT	<u>3/12/14</u>

TRAVIS COUNTY, TEXAS	DATE:
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	

ASSIGNMENT OF CONTRACT

The parties to this Assignment of Contract (this "Assignment") are Harry M. Whittington d/b/a Travis Properties, Tax ID # 465-20-8472 a corporation duly authorized and operating under the laws of the State of Texas ("Assignor"), and Harry M. Whittington, Travis Properties, Tax ID # 74-1182338, a corporation duly authorized and operating under the laws of the State of Texas ("Assignee").

RECITALS:

- A. Travis County and Harry M. Whittington d/b/a Travis Properties entered into a written Lease Agreement for the provision of office space at the 205-209 West 9th Street location, Contract No. 4400000434 (H.T.E. Contract No. LA120017DW) on January 1, 2009, which is hereby incorporated by reference herein for all purposes as if fully copied and set forth herein at length, (the "Contract"); and
B. Assignor desires by this Assignment to assign all of its right, title and interest in and to the Contract to Assignee subject to the terms of the Contract and this Assignment.

TERMS: In consideration of the mutual agreements set forth in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Assignor assigns, transfers and conveys to Assignee all of its right, title and interest in and to the Contract effective as January 28, 2014 (the "Effective Date of Assignment").
2. Assignee accepts such assignment, and assumes and is bound by and shall perform all terms, conditions, covenants, obligations, and duties of Assignor under the Contract as of the Effective Date of Assignment.
3. Assignor and Assignee acknowledge that nothing in this Assignment waives or modifies any of the provisions of the Contract.
4. The provisions of this Assignment are binding on and inure to the benefit of the heirs, representatives, successors and assigns of the parties.
5. This Assignment shall be construed and enforced in accordance with the laws of the State of Texas. Venue for any action arising hereunder or connected herewith shall lie exclusively in Travis County, Texas.
6. All references in this Assignment to the Contract encompass the original Contract No. 4400000434 (H.T.E Contract No. LA120017DW).

Harry M. Whittington d/b/a Travis Properties, Tax ID # 465-20-8472

Harry M. Whittington, Travis Properties Tax ID # 74-1182338

By: [Signature]
Printed Name: Harry M. Whittington
Title & Date: Owner 3/13/14

By: [Signature]
Printed Name: Harry M. Whittington
Title & Date: Owner 3/13/14

Attest:
Date:

Attest:
Date:

By its signature below, Travis County signifies its consent to and approval of this Assignment from Harry M. Whittington d/b/a Travis Properties.

TRAVIS COUNTY, TEXAS

By: Samuel T. Biscoe
Travis County Judge

Date:



## Travis County Commissioners Court Agenda Request

**Meeting Date:** March 25, 2014

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

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

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language:** Approve Contract No. 4400001580, Maximus Consulting Services, Inc., for development of an Indirect Cost Allocation Plan.

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

Travis County has historically contracted with Maximus to assist Travis County with developing an annual indirect cost allocation plan as required under OMB Circular A-87. PBO believes it is in the best interest of Travis County to continue to contract with Maximus to assist Travis County with developing the capacity to provide these services internally.

Section 5.7 of the contract states: Pursuant to TEX. LOC. GOV'T. CODE ANN. § 262 et seq., Commissioners Court hereby orders that this Agreement is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of personal or professional services.

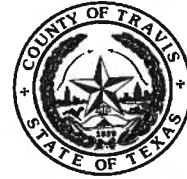
- **Contract Expenditures:** Within the last 12 months \$22,660.00 has been spent against this contract/requirement.

- **Contract-Related Information:**

Award Amount:	\$20,910.00
Contract Type:	Professional Services Agreement
Contract Period:	March 25, 2015 – September 30, 2015

- **Funding Information:**

- SAP Shopping Cart #:
- Funding Account(s): Fund Center 1100010000, fund 0001, Commitment Item 511230, General Administration Budget
- Comments:



**PLANNING AND BUDGET OFFICE**  
TRAVIS COUNTY, TEXAS

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

July 30, 2013

TO: David Walch, Purchasing Agent Assistant III

FROM: Alan Miller, Senior Budget Analyst *AM*

RE: Request for Purchasing Office assistance in continuation of an indirect cost plan development arrangement with MAXIMUS.

Travis County currently has an arrangement with Maximus to assist Travis County with developing an annual indirect cost allocation plan (under the Federal provisions of OMB Circular A-87) for Travis County. The current contract governing these terminates on September 30, 2013. This contract has been in place since 2004.

PBO believes it is in the best interests of Travis County to continue to contract with Maximus for the development of the annual indirect cost allocation plan given their subject matter expertise and familiarity with Travis County programs and they are considered a leader in this field. PBO is satisfied with the work Maximus has done on previous indirect cost plans. PBO recommends that Travis County execute a new five year contract to take effect on October 1, 2013 based on the terms below.

PBO has spoken to Maximus about this matter and reports that Maximus is willing to continue to provide this service to Travis County in FY 14 for \$22,660, which is the same rate charged in FY 13. Pricing would increase 1% per year thereafter for contract years FY 15 to FY 19. The table below summarizes the proposed pricing from Maximus. These increases appear reasonable to PBO and we ask for your assistance in implementing a new five-year agreement.

Fiscal Year	Contract Year	Amounts	% Increase from Prior Year
FY 14	1	\$22,660	0%
FY 15	2	\$22,887	1%
FY 16	3	\$23,115	1%
FY 17	4	\$23,347	1%
FY 18	5	\$23,580	1%

Currently the County has budgeted \$22,660 in the FY 14 Preliminary Budget for next year's indirect cost plan. These funds are budgeted in Fund Center 1100010000, Fund 0001, Commitment Item 511230, General Administration Budget.

Thank you for your assistance with this matter and if you need any additional information, please do not hesitate to contact me at 4-9726.

CC: Leslie Browder, Jessica Rio, Travis Gatlin, Victoria Ramirez, PBO  
Melissa Velasquez, County Judge's Office

## Juan Gonzalez

---

**From:** Alan Miller  
**Sent:** Tuesday, November 19, 2013 7:38 AM  
**To:** David Walch  
**Cc:** Jessica Rio; Travis R Gatlin; Melissa Velasquez  
**Subject:** Travis County Contract For Cost Allocation Consulting  
**Attachments:** WBS - Travis Cnty-mar-2 yr revised\_11122013.pdf; Travis County Contract FY 13\_2YR\_11122013.pdf

David,

What is attached is a two year proposal with an option for a third year for MAXIMUS to generate the Indirect Cost Plan.

The rate proposed for just the indirect cost plan is \$20,910 for all three years. This is less than the FY 2013 amount.

Let me know if you need anything else. Thank you very much for your assistance.

---

**From:** Meredith L Clonch/MAXIMUS [<mailto:MeredithLClonch@maximus.com>]  
**Sent:** Tuesday, November 12, 2013 9:49 AM  
**To:** Alan Miller; Mark A Rewolinski/MAXIMUS  
**Cc:** Travis R Gatlin  
**Subject:** RE: Travis County Contract For Cost Allocation Consulting

Hi Alan,

Attached please find our proposed contract and work breakdown schedule for the Cost Allocation Plan. We have included pricing and details to continue serving the County for the next two years, with an option for a third year if the County is not ready to bring the work in house. Please let me know if this will work for the County, if not, let me know how we can change it.

Again, we apologize for the delay in getting this to you.

Thanks,

**Meredith Clonch, Senior Consultant**  
**MAXIMUS Consulting**  
5628 Green Oaks Blvd, Suite A  
Arlington, TX 76017

Office: (972) 490-9990 ext. 119  
Cell: (817) 675-1625  
[meredithlclonch@maximus.com](mailto:meredithlclonch@maximus.com)

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**From:** Alan Miller [<mailto:Alan.Miller@co.travis.tx.us>]  
**Sent:** Tuesday, November 05, 2013 11:25 AM  
**To:** Mark A Rewolinski/MAXIMUS  
**Cc:** Meredith L Clonch/MAXIMUS; Travis R Gatlin  
**Subject:** RE: Travis County Contract For Cost Allocation Consulting

We would also like a scope of service option to continue the current level of service for the next two years and then transfer to Travis County taking over the service.

Thank you.

---

**From:** Alan Miller  
**Sent:** Wednesday, October 16, 2013 10:11 AM  
**To:** 'Mark A Rewolinski/MAXIMUS'  
**Cc:** Meredith L Clonch/MAXIMUS ([MeredithLClonch@maximus.com](mailto:MeredithLClonch@maximus.com))  
**Subject:** RE: Travis County Contract For Cost Allocation Consulting

What is the status of getting the scope of service?

**From:** Mark A Rewolinski/MAXIMUS [<mailto:markrewolinski@maximus.com>]  
**Sent:** Thursday, August 15, 2013 6:07 PM  
**To:** Alan Miller  
**Subject:** Travis County Contract For Cost Allocation Consulting

Alan

Sorry for the delay in getting back to you on this. I have attached a two files the first being the current costs as proposed by task, the second identifies cost savings should the County provide assistance over the next three years as we discussed on our call. The intent would be to phase out our assistance by the year 2015 and have the county assume all aspects of the process should you choose to do that.

I have made notes off to the side of the grey shaded areas where we feel you could begin to realize savings immediately by assisting us with this years cost plan preparation. In doing this you would also be receiving on-the-job training which will be needed for future plan preparation without our assistance. The down side for you in all of this is that you would not be saving any money this year should you choose to purchase our cost allocation software and the associated training which you will need to run it. Year 2 however (2014) would be the year you start to save significant reimbursement as we only assist you with the tasks and direct you in how to attain allowable cost and statistical data from each of the departments included in the plan. Under this scenario you also receive unlimited Maxcars software support in order start entering the plan yourself. By year 2015 you are virtually on your own and can be totally should you desire since I only added a few hours of consultant support for this year.

Let me know if this is the optional cost options you were looking for or if I totally misunderstood what you want. Once I hear back from you I can go ahead and edit the contract, send it to my legal department for their execution and out to you for the same. Talk to you soon and again I apologize for the delay in getting this out to you, it's been one of those weeks.

Thanks, Mark

(First Year Costs w/100% consultant assistance)

(Optional Cost structure with County assuming certain project tasks)

## **AGREEMENT TO PROVIDE PROFESSIONAL CONSULTING SERVICES**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), by and between MAXIMUS Consulting Services, Inc. ("Consultant"), and Travis County ("Client"). In consideration of mutual promises and covenants, the parties agree as follows:

- (1) Scope of Services. Consultant shall perform in a professional manner the Services detailed in Exhibit A.
- (2) Term. This Agreement shall commence on the Effective Date and shall remain in effect until (a) sixty months thereafter, (b) completion of, and payment in full for, the Services specified in Exhibit A, or (c) termination in accordance with Section 4, whichever occurs first. Should the Services not be completed at the conclusion of sixty month term, and this Agreement has not been terminated pursuant to Section 4, the parties may agree to extend the agreement for a specified period of time pursuant to an amendment signed by both parties.
- (3) Compensation. Client shall pay Consultant a fee for services rendered as set forth in Exhibit B, incorporated herein by reference as if fully set forth as part of this Agreement.
- (4) Termination.
  - a) Termination for Cause. Upon material breach of the terms of this Agreement, the non-breaching party shall provide written notice to the breaching party specifying the nature of the default. The breaching party shall have 30 days (or such longer period as the parties may mutually agree upon) from the date of receipt to cure any such default prior to the effective date of termination. Any notice of default shall be delivered by certified mail or overnight courier.
  - b) Termination for Convenience. Either party may terminate this Agreement without cause upon 60 days prior written notice to the other. In the event the Agreement is so terminated by Client, Client shall reimburse Consultant for all reasonable costs incurred by Consultant due to such early termination.
  - c) Rights Upon Termination. Upon termination for whatever reason and regardless of the nature of the default (if any), Client agrees to pay Consultant in full for all goods and/or services provided to Client under this Agreement, or any amendment thereto, as of the effective date of termination of the Agreement.
- (5) Services and Materials to be Furnished by Client. Consultant shall provide guidance to Client in determining the data required. The Client acknowledges and agrees that Consultant shall be entitled to rely upon the accuracy and completeness of the data provided by the Client to perform the Services. Client shall provide all such data in a timely manner sufficient to allow Consultant to provide the Services. Consultant shall have no liability to Client whatsoever if Client provides incomplete or inaccurate data or provides data in an untimely manner.
- (6) Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for 6 years after the completion of the Services. During such period, Client shall have the right to examine and audit the records and to make transcripts therefrom. Client shall provide 30 days written notice of its intent to inspect or audit any such records and shall conduct such inspection or audit only during Consultant's normal business hours and no more than once every six months. Any

employee, consultant, subcontractor or agent of Client granted access to such records shall execute a non-disclosure agreement prior to being granted such access.

- (7) Copyright for Consultant's Proprietary Software. To the extent that the Services provided by Consultant are generated by Consultant's proprietary software, nothing contained herein is intended nor shall it be construed to require Consultant to provide such software to Client. Client agrees that it has no claims of ownership, including copyright, patents or other intellectual property rights to Consultant's software. Nothing in this Agreement shall be construed to grant Client any rights to Consultant's materials created prior to the execution of this Agreement. All of the deliverables prepared by Consultant for Client included in the Services are specifically set out in Exhibit A.
- (8) Insurance. Consultant shall maintain appropriate general liability insurance, workers' compensation insurance, automobile insurance, and professional liability insurance.
- (9) Indemnification. To the extent allowed by law, each party (an "Indemnifying Party") shall defend, indemnify and hold harmless the other party (an "Indemnified Party") from and against any and all third-party claims and resulting proven direct damages, liabilities and costs (including reasonable attorney fees) to the extent proximately caused by the negligent actions or willful misconduct of the Indemnifying Party, its employees or agents. The Indemnifying Party shall not be responsible for any damages, liabilities or costs resulting from the negligence or willful misconduct of the Indemnified Party, its employees, consultants, or agents or any third party.
- (10) Limitation of Liability. Client agrees that Consultant's total liability to Client for any and all damages whatsoever arising out of, or in any way related to, this Agreement from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the lesser of (a) the amount actually paid to Consultant during the contract year in which the claim arose, or (b) \$150,000.

In no event shall Consultant be liable for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if Consultant has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

Any claim by Client against Consultant relating to this Agreement must be made in writing and presented to Consultant within one (1) year after the date on which Consultant completes performance of the services specified in this Agreement.

- (11) Consultant Liability if Audited. The Client represents that all financial and statistical information provided to Consultant by Client, its employees and/or agents is accurate and complete to the best of Client's knowledge. Consultant shall, upon notice of audit, make work papers and other records available to the auditors. Consultant's sole responsibility under an audit shall be to provide reasonable assistance to the Client through the audit and to make those changes to the work product as required as a result of the audit. Consultant shall not be liable for any audit disallowances or any missed or lost revenue associated with, or related to, the Services, regardless of cause.
- (12) Notices. Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

Judge Samuel T. Biscoe  
County Judge  
PO Box 1748  
Austin, TX 78767

Mark Rewolinski  
MAXIMUS Consulting Services, Inc.  
5628 Green Oaks Blvd, Suite A  
Arlington, TX 76017  
972-490-9990  
markrewolinski@maximus.com

Such notice shall be deemed delivered 5 days after deposit in the U.S. mailbox.

- (13) Changes. The terms and scope of Services of this Agreement may be changed only by written agreement signed by both parties.
- (14) Miscellaneous.
- a. There are no third-party beneficiaries to this Agreement and nothing in this Agreement shall be construed to provide any rights or benefits to any third-party.
  - b. The parties intend that Consultant, in performing the Services specified in this Agreement shall act as an independent contractor and shall have full control of the work and the manner in which it is performed. Consultant and Consultant's employees are not to be considered agents or employees of Client for any purpose.
  - c. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, this Agreement will continue in full force and effect without said provision, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and this Agreement will be interpreted to reflect the original intent of the parties insofar as possible.
  - d. The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.
  - e. This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
  - f. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions, material shortages or any other cause which is beyond the reasonable control of such party.
  - g. Each individual signing this Agreement certifies that (i) he or she is authorized to sign this Agreement on behalf of his or her respective organization, (ii) such organization has obtained all necessary approvals to enter into this Agreement, including but not limited to the approval of its governing board, and (iii) when executed, this Agreement is a valid and enforceable obligation of such organization.
  - h. Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that provision or as a waiver of that right.

IN WITNESS WHEREOF, the Client and the Consultant have executed this Agreement as of the date first written below.

By: \_\_\_\_\_  
(Client Official)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

MAXIMUS Consulting Services, Inc.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## **EXHIBIT A**

### **Scope of Services**

#### Description of Services:

The Consultant shall do, perform, and carry out in a good and professional manner the following services:

- Prepare an OMB A-87 acceptable cost allocation plan based on actual costs incurred. This plan will identify the various costs incurred by the County to support and administer non-general fund programs.
- Under direction of the Consultant, the County shall gather input data.
- Computer processing of the plan prepared.
- Provide the County draft reports; Consultant shall revise the reports based on the County's feedback.
- Assist the County in its negotiation of acceptable rates with federal and state authorities, as necessary.

The final document shall comply with the cost principles established by the Federal Office of Management and Budget Rules and Regulations, 2 C.F.R. part 225 (formerly known as OMB A-87) for state and local governments.

Consultant represents that it has, or will secure at its own expense, all personnel required in the performance of Services under this Agreement. All of the Services required hereunder will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified to perform the services described herein. .

Consultant shall provide the Services stated in this Exhibit A in a professional and workmanlike manner consistent with the typical standards of the industry. Consultant specifically disclaims all other warranties, express or implied, including but not limited to the warranties of merchantability and fitness for a particular purpose.

Consultant reserves the right to subcontract for Services hereunder. Consultant agrees to notify Client in writing of any such subcontracts.

## **EXHIBIT B Compensation**

For Services provided as set forth in Exhibit A, Client agrees to pay Consultant compensation in the amount of twenty thousand nine hundred and ten dollars, \$20,910 (Year 1) for the OMB A-87 Cost Allocation Plan based on FY 2013 and twenty thousand nine and hundred ten dollars, \$20,910 (Year 2) for the preparation and delivery of an OMB A-87 Cost Allocation Plan based on Fiscal Year 2014. It is the Client's intent to enter into a two year agreement for a grand total two year not to exceed price of forty one thousand eight hundred and twenty dollars (\$41,820).

Fiscal Year 2014	\$20,910 (Year 2)
Fiscal Year 2015	\$20,910 (OPTIONAL)

Payment of the standard annual fee which shall include reimbursement for expenses incurred shall be made in two separate installments: ninety-five percent (95%) of the standard fee shall be due upon delivery of draft plan(s); the remaining five percent (5%) of the standard fee shall be due upon delivery of the final plan(s) for each of the Fiscal Years (2013 and 2014). Invoices shall provide detail sufficient to Client's requirements.

Consultant will render to Client one or more invoices for the fees specified herein, with payment due thirty (30) days after the invoice date.

The services and associated compensation covered under this Agreement may be modified through a written amendment, approved and executed by both parties. For additional Services, the inclusive hourly rates by resource category are as follows:

Executive Director	\$200/hr
Senior Project Manager	\$175/hr
Project Manager	\$150/hr
Senior Consultant	\$125/hr
Consultant/Analyst	\$100/hr





**PROFESSIONAL SERVICES  
AGREEMENT/CONTRACT**

**BETWEEN**

**TRAVIS COUNTY**

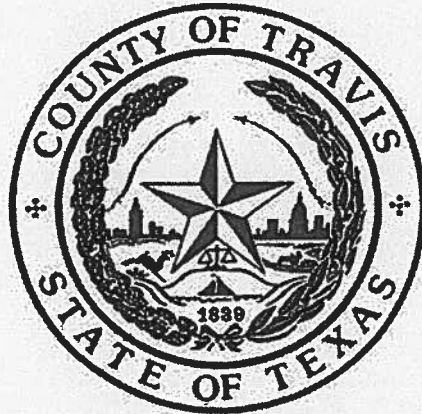
**AND**

**MAXIMUS CONSULTING SERVICES, INC.**

**FOR**

**INDIRECT COST ALLOCATION PLAN**

**CONTRACT NO. 4400001580**



**Travis County Purchasing Office**

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STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN TRAVIS COUNTY AND MAXIMUS  
CONSULTING SERVICES, INC.**

**This Agreement** is made and entered into by and between the following parties: Travis County, Texas, (the "COUNTY") and MAXIMUS Consulting Services, Inc., (the "CONTRACTOR").

**WHEREAS**, COUNTY desires to obtain the services of a qualified firm to prepare a central service cost allocation plan, indirect cost rates and other documents annually, for Travis County and;

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

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

1.0 DEFINITIONS

In this Agreement,

- 1.1 "Commissioners Court" means the Travis County Commissioners Court.
- 1.2 "Purchasing Agent" means Travis County Purchasing Agent Cyd V. Grimes or her successor.
- 1.3 "County Auditor" means Travis County Auditor Nicki Riley or her successor.
- 1.4 "Parties" mean Travis County and MAXIMUS Consulting Services, Inc.
- 1.5 "Is doing business" and "has done business" mean:
  - 1.5.1 paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or,
  - 1.5.2 loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
  - 1.5.3 **but does not include**
    - 1.5.3.1 any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,
    - 1.5.3.2 any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and

1.5.3.3 a transaction for a financial service or insurance coverage made on behalf of Contractor if Contractor is a national or multinational corporation by an agent, employee or other representative of Contractor who does not know and is not in a position that he or she should have known about the Contract.

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

1.7 "Project Director" means the County Executive, Planning and Budget Office or her designee.

## 2.0 TERM

2.1 Initial Term. The Initial Term of this Agreement shall begin upon execution and shall continue through September 30, 2015, unless sooner terminated as provided herein. The initial term of this agreement may be extended by mutual agreement in accordance with Section 8.0: Amendments.

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

## 3.0 CONTRACTOR'S RESPONSIBILITIES

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

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

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

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

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

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

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

3.8 Federal Funds. CONTRACTOR warrants that no Federal appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

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

3.13 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion from Participation in Contracts Exceeding \$100,000.00. Contractor shall complete and execute the certification in Attachment E prior to execution and approval of contract by County.

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

\*Form is provided as Attachment E\*

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

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

3.16 Monitoring. COUNTY shall have the right to conduct periodic financial and programmatic monitoring of CONTRACTOR's work as it relates to the services provided herein. CONTRACTOR agrees to cooperate fully with COUNTY'S monitoring activities.

3.17 Upon request, CONTRACTOR shall report on the status, progress, and general nature of the work performed to date pursuant to this Agreement.

3.18 Upon reasonable request, CONTRACTOR shall be available to the Commissioners Court, the Travis County Judge and Commissioners or their representatives for questions with respect to the services being performed pursuant to this Agreement.

#### 4.0 COUNTY PERFORMANCE OF SERVICES

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

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

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

#### 5.0 COMPENSATION

5.1 Compensation shall be in the amounts outlined in "Attachment B Compensation".

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

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

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

5.5 Disbursements to Persons with Outstanding Debt.

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

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

5.5.1.2 the debt is paid.

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

5.5.3 COUNTY may apply any funds COUNTY owes CONTRACTOR to the outstanding balance of debt for which notice is made under section 5.9.1.1 above, if the notice includes a statement that the amount owed by the COUNTY to CONTRACTOR may be applied to reduce the outstanding debt.

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

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

5.8 Funding Out. Notwithstanding anything to the contrary herein, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of COUNTY, COUNTY may terminate this Contract after giving CONTRACTOR 30 calendar days written notice that this Contract is terminated due to the failure to fund it.

## 6.0 INVOICING AND PAYMENT

6.1 CONTRACTOR shall invoice COUNTY within 10 days after the delivery to COUNTY of the documents for which payment is sought.

6.2 Invoices shall include a description of the services performed and the documents delivered.

6.3 Invoices shall be submitted to:

County Executive (or successor)  
Travis County Planning and  
Budget  
P.O. Box  
1748  
Austin,  
Texas  
78767

6.4 If services performed and documents delivered comply with the terms and conditions of this Agreement, COUNTY shall pay CONTRACTOR within 30 days of receipt of a complete and correct invoice submitted in accordance with this Section 6.0.

6.5 Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code.

7.0 RECORDS CONFIDENTIALITY AND ACCESS

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

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

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

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



## 8.0 AMENDMENTS

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

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

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

## 9.0 OTHER PROVISIONS:

9.1 INDEMNIFICATION. CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, , AND EMPLOYEES, FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION COURT COSTS AND REASONABLE ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO ANY PROPERTY, DIRECTLY CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENT ACT OR OMISSION OF CONTRACTOR. CONTRACTOR IS NOT LIABLE FOR THOSE DAMAGES RESULTING FROM THE NEGLIGENCE, IN WHOLE, OF THE COUNTY'S EMPLOYEES, AGENTS, OR CONSULTANTS.

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

9.3 Claims Notification. If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or

other entity against CONTRACTOR or COUNTY in relation to the performance of this Agreement, CONTRACTOR shall give written notice to COUNTY of the claim or other action within three (3) working days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided herein. Except as otherwise directed, CONTRACTOR shall furnish to COUNTY copies of all pertinent papers received by CONTRACTOR with respect to these claims or actions.

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

9.5 Limitation of Liability. COUNTY agrees that CONTRACTOR'S total liability to COUNTY for any and all damages whatsoever arising out of, or in any way related to, this Agreement from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed Fifty Thousand Dollars (\$50,000.00). In no event shall CONTRACTOR be liable for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if CONTRACTOR has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

9.6 Contractor Liability if Audited. The COUNTY represents that all financial and statistical information provided to CONTRACTOR by COUNTY, its employees and/or agents is accurate and complete to the best of COUNTY'S knowledge. CONTRACTOR shall, upon notice of audit, make work papers and other records available to the auditors. CONTRACTOR'S sole responsibility under an audit shall be to provide reasonable assistance to the COUNTY through the audit and to make those changes to the work product as required as a result of the audit. CONTRACTOR shall not be liable for any audit disallowances or any missed or lost revenue associated with, or related to, the Services, regardless of cause.

#### 9.7 Non-Waiver of Default

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

9.7.2 All rights of COUNTY under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to COUNTY under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

9.8 Forfeiture of Contract If CONTRACTOR has done business with a Key Contracting Person during the 365 day period immediately prior to the date of execution of this Agreement or

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

## 9.9 Entire Agreement

9.9.1 Entire Agreement. All written or oral agreements between the parties to this Agreement related to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement or in the policies and procedures approved by Commissioners Court for County. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.

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

- 9.9.2.1 Attachment A – Scope of Services
- 9.9.2.2 Attachment B – Compensation
- 9.9.2.3 Attachment C – Insurance Requirements
- 9.9.2.4 Attachment D – Ethics Affidavit  
including: Exhibit 1 - List of Key  
Contracting Persons
- 9.9.2.5 Attachment E – Certification Regarding  
Debarment, Suspension, Ineligibility and  
Voluntary Exclusion for Covered Contracts

## 9.10 Notices:

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

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

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

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

County Executive, (or successor)  
Travis County Planning and Budget  
P.O. Box 1748  
Austin, Texas  
78767

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

MAXIMUS Consulting Services, Inc.  
P.O. Box 21279  
Baltimore, MD 21279-1188

9.11 Change of Address. Each party may change the address for notice to it by giving written notice of the change in compliance with Section 9.8. Any change in the address shall be reported within fifteen (15) days of the change.

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

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

9.14 Mediation. If the Contractor is not satisfied with the resolution of the dispute pursuant to paragraph 9.11, Contractor shall notify the Travis County Management representing this contract, and, if mediation is acceptable to both Parties in resolving the dispute arising under this Contract, the Parties agree to use the Dispute Resolution Center of Austin, Texas, or another mediation group as chosen by County and approved by Contractor, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. Unless both Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless both

Parties agree, in writing, to waive the confidentiality.

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

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

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

9.17.1 Severability. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

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

9.17.3 Assignment. No party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by CONTRACTOR that no officer, agent, employee or representative of COUNTY has any authority to assign any part of this Agreement unless expressly granted that authority by Commissioners Court.

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

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

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

9.21 Interpretational Guidelines

9.21.1 Computation of Time. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that COUNTY has declared a holiday for its employees, these days shall be omitted from the computation.

9.21.2 Number and Gender. Words of any gender in this Agreement shall be construed

to include any other gender and words in either number shall be construed to include the other unless the context in the Agreement clearly requires otherwise.

9.21.3 Headings. The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

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

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

10.0 DUPLICATE ORIGINALS

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

**MAXIMUS Consulting Services, Inc..**

**Travis County**

  
\_\_\_\_\_

\_\_\_\_\_

By: Adam Polatnick  
Vice President  
Name and Title (Printed) Assistant General Counsel

By: Samuel T. Biscoe  
Travis County Judge

Date: 3/18/14

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

Approved as to Legal Form By: \_\_\_\_\_  
Assistant County Attorney

Approved by Auditor's Office  
Nicki Riley, County Auditor

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

## **ATTACHMENT A SCOPE OF SERVICE**

### **Description of Services:**

The Consultant shall do, perform, and carry out in a good and professional manner the following services:

- Prepare an OMB A-87 acceptable cost allocation plan based on actual costs incurred. This plan will identify the various costs incurred by the County to support and administer non-general fund programs.
- Under direction of the Consultant, the County shall gather input data.
- Computer processing of the plan prepared.
- Provide the County draft reports; Consultant shall revise the reports based on the County's feedback.
- Assist the County in its negotiation of acceptable rates with federal and state authorities, as necessary.

The final document shall comply with the cost principles established by the Federal Office of Management and Budget Rules and Regulations, 2 C.F.R. part 225 (formerly known as OMB A-87) for state and local governments.

Consultant represents that it has, or will secure at its own expense, all personnel required in the performance of Services under this Agreement. All of the Services required hereunder will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified to perform the services described herein. .

Consultant shall provide the Services stated in this Exhibit A in a professional and workmanlike manner consistent with the typical standards of the industry. Consultant specifically disclaims all other warranties, express or implied, including but not limited to the warranties of merchantability and fitness for a particular purpose.

Consultant reserves the right to subcontract for Services hereunder. Consultant agrees to notify Client in writing of any such subcontracts.

**EXHIBIT B  
Compensation**

For Services provided as set forth in Exhibit A, Client agrees to pay Consultant compensation in the amount of twenty thousand nine hundred and ten dollars, \$20,910 (Year 1) for the OMB A-87 Cost Allocation Plan based on FY 2013 and twenty thousand nine and hundred ten dollars, \$20,910 (Year 2) for the preparation and delivery of an OMB A-87 Cost Allocation Plan based on Fiscal Year 2014. It is the Client's intent to enter into a two year agreement for a grand total two year not to exceed price of forty one thousand eight hundred and twenty dollars (\$41,820).

Fiscal Year 2014	\$20,910 (Year 2)
Fiscal Year 2015	\$20,910 (OPTIONAL)

Payment of the standard annual fee which shall include reimbursement for expenses incurred shall be made in two separate installments: ninety-five percent (95%) of the standard fee shall be due upon delivery of draft plan(s); the remaining five percent (5%) of the standard fee shall be due upon delivery of the final plan(s) for each of the Fiscal Years (2013 and 2014). Invoices shall provide detail sufficient to Client's requirements.

Consultant will render to Client one or more invoices for the fees specified herein, with payment due thirty (30) days after the invoice date.

The services and associated compensation covered under this Agreement may be modified through a written amendment, approved and executed by both parties. For additional Services, the inclusive hourly rates by resource category are as follows:

Executive Director	\$200/hr
Senior Project Manager	\$175/hr
Project Manager	\$150/hr
Senior Consultant	\$125/hr
Consultant/Analyst	\$100/hr



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

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

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

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

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

B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VIII or higher.

C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to County immediately upon execution of this Contract.

D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Travis County Purchasing Agent within ten (10) working days of execution of the contract by both parties or the effective date of the Contract, whichever comes first. The Certificate(s) shall show the Travis County contract number and all endorsements

E. Insurance required under this Contract which names Travis County as Additional Insured on the General and Automobile Liability policies shall be considered primary. .

F. Insurance limits shown below may be written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.

G. County shall be entitled, upon its request and without expense, to receive copies of policies and endorsements only in the event of a claim occurring.

H. County reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.

I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.

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

## II. Specific Requirements

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

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

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

### B. Commercial General Liability Insurance

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

\*

C. Business Automobile Liability Insurance†

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

D. Professional Liability/E & O Insurance

1. Coverage shall be provided with a minimum limit of \$1,000,000 per claim /\$3,000,000 aggregate to cover Contractor's errors and/or omissions while performing professional services under the contract.
2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date this Contract is signed and/or effective, whichever comes first. Contractor shall maintain continuous coverage for three years after the end of the contract. If the continuous policy is not renewed with the same retroactive date, a three-year extended reporting period shall be purchased and maintained.
3. Subcontractor(s) shall provide Contractor with current certificates of insurance annually on the renewal date of their insurance policy.

E. Blanket Crime Policy Insurance

1. If an advance against Contract Funds is requested or received in an amount greater than \$5,000, a Blanket Crime Policy shall be required with limits of the Contract Funds allocated in the Contract or the amount of scheduled advances.
2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first.  
Contractor shall maintain continuous coverage for three years after the end of the contract. If the continuous policy is not renewed with the same retroactive date, a three-year extended reporting period shall be purchased and maintained.

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

STATE OF TEXAS  
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: 3/18/2014  
Name of Affiant: ADAM POLATNICK  
Title of Affiant: VICE PRESIDENT  
Business Name of Proponent: MAXIMUS Consulting Services, Inc.  
County of Proponent: FARMLEAF, VA

Affiant on oath swears that the following statements are true:

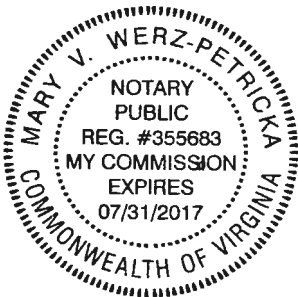
1. Affiant is authorized by Proponent to make this affidavit for Proponent.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Proponent has received the list of key contracting persons associated with this solicitation which is attached to this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

[Signature]  
Signature of Affiant  
1891 Metro Center Dr., Reston VA 20190  
Address

SUBSCRIBED AND SWORN TO before me by ADAM POLATNICK on MARCH 18, 2014

[Signature]

Notary Public, State of VIRGINIA  
MARY V. WERZ-PETRICKA  
Typed or printed name of notary  
My commission expires: JULY 31, 2017



**EXHIBIT 1**  
**LIST OF KEY CONTRACTING PERSONS**  
**December 11, 2013**

**CURRENT**

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

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

**FORMER EMPLOYEES**

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Commissioner, Precinct 3 .	Karen Huber .....	01/01/14
Executive Assistant.....	Garry Brown.....	01/01/14
Executive Assistant.....	Julie Wheeler.....	01/01/14
Executive Assistant.....	Jacob Cottingham.....	01/01/14
Commissioner, Precinct 2 .....	Sarah Eckhardt .....	05/ 31/14
Purchasing Agent Assistant III.....	Nancy Barchus, CPPB.....	06/28/14
Purchasing Business Analyst.....	Jennifer Francis .....	11/29/14

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

**ATTACHMENT E**

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

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

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

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

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

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

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

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

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

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

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

Name of Contractor

Vendor I.D. or Social Security No.

MAXIMUS CONSULTING SERVICES  
[Signature] 3/18/14

FEIN # 26-1557956

Signature of Authorized Representative

Date

Adam Polatnick

Vice President

Name & Title of Authorized Representative  
**Assistant General Counsel**



## Travis County Commissioners Court Agenda Request

**Meeting Date:** Tuesday, April 1, 2014

**Prepared By/Phone Number:** Sydney Ceder, (512)854-9882

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

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language:** Approve contract award for Medical and Surgical Supplies, IFB 1311-005-SC, to the low bidders:

**A. Central Texas Medical Equipment & Supplies – Primary**

**B. Henry Schein, Inc. - Secondary**

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes. This contract will provide medical and surgical supplies for the Sheriff's Office and the Gardner-Betts Juvenile facility.

IFB No. 1311-005-SC was issued on February 11, 2014. A total of forty-four (44) vendors were solicited and five (5) bids were received.

As a note to the Court – the primary vendor, Central Texas Medical Equipment and Supplies, is a HUB vendor.

- **Contract-Related Information:**

Award Amount: Estimated Quantity – as needed requirements

Contract Type: Annual

Contract Period: April 1, 2014 through March 31, 2015

- **Solicitation-Related Information:**

Solicitations Sent: 44

Responses Received: 5

HUB Information: N/A

% HUB Subcontractor: N/A

- **Funding Information:**

Shopping Cart/Funds Reservation in SAP: N/A

Comments: Shopping carts are processed at the time of the requirement.

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





JAMES N. SYLVESTER  
Chief Deputy

# GREG HAMILTON

TRAVIS COUNTY SHERIFF

P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9770  
www.tcsheriff.org

DARREN LONG  
Major - Law Enforcement

WES PRIDDY  
Major - Corrections

MARK SAWA  
Major - Administration & Support

March 20<sup>th</sup> 2014

**TO:** Sydney Ceder, Travis County Purchasing

**THRU:** Mark Sawa, Major Administration and Support Bureau

**FROM:** Kathryn Geiger, Director, Inmate Medical Services

**RE:** Bid # 1311-005-SC, Medical/ Surgical Supplies

I recommend that Central Texas Medical Equipment and Supplies (CTMES) be awarded the contract as the primary vendor and Henery Schein be selected as the secondary vendor for medical surgical supplies.

CC: Ron Rizzato  
Maria Wedhorn



*Safety, Integrity, Tradition of Service*

**Bid #1311-005-SC - MEDICAL AND SURGICAL SUPPLIES**

Creation Date **Nov 14, 2013** End Date **Mar 3, 2014 2:00:00 PM CST**  
 Start Date **Feb 11, 2014 2:07:47 PM CST** Awarded Date **Not Yet Awarded**

1311-005-SC--01-01 1311-005-SC					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Central Texas Medical Equipment & Supplies [Ad]	First Offer - 35.00%	1 / percentage	35.00%		Y
Product Code: Agency Notes: Southwest Surgical Systems, Inc.		Supplier Product Code: Supplier Notes:			
	First Offer - 25.00%	1 / percentage	25.00%		Y
Product Code: Agency Notes: Bound Tree Medical, LLC [Ad]		Supplier Product Code: Supplier Notes:			
	First Offer - 22.00%	1 / percentage	22.00%	Y	Y
Product Code: Agency Notes: Moore Medical LLC [Ad]		Supplier Product Code: Supplier Notes:			
	First Offer - 18.00%	1 / percentage	18.00%	Y	Y
Product Code: Agency Notes: Henry Schein Inc [Ad]		Supplier Product Code: DISCOUNT Supplier Notes:			
	First Offer - 0.00%	1 / percentage	0.00%	Y	Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Insurance Document			

**Supplier Totals**

<b>Moore Medical LLC [Ad]</b>					<b>\$0.00</b>
Bid Contact	Bonnie Irish bid@mooremedical.com Ph 800-234-1464 Fax 877-354-5916	Address	1690 New Britain Ave PO Box 4066 Farmington, CT 06032		
Agency Notes:	Supplier Notes:				
<b>Central Texas Medical Equipment &amp; Supplies [Ad]</b>					<b>\$0.00</b>
Bid Contact	Charles Miller ctmes@att.net Ph 512-451-9704 Fax 512-451-9760	Address	8212 Georgian Dr. Austin, TX 78753-5904		
Qualifications	<b>HUB MBE SB</b>				
Agency Notes:	Supplier Notes:				
<b>Henry Schein Inc [Ad]</b>					<b>\$0.00</b>
Bid Contact	Joanne Viggiano biddept@henryschein.com Ph 800-851-0400 Fax 866-738-8999	Address	135 Duryea Rd E-270 Melville, NY 11747		
Qualifications	<b>TX</b>				
Bid Notes	Henry Schein Inc. offers full line of medical supplies and surgical equipment. Please visit our website <a href="http://www.henryschein.com/medical">www.henryschein.com/medical</a> . Copies of the catalog have been shipped.				
Agency Notes:	Supplier Notes: Henry Schein Inc. offers full line of medical supplies and surgical equipment. Please visit our website <a href="http://www.henryschein.com/medical">www.henryschein.com/medical</a> . Copies of the catalog have been shipped.				
<b>Southwest Surgical Systems, Inc.</b>					<b>\$0.00</b>
Bid Contact	Robert Olivo rolivo@swsurgical.com Ph 512-288-3824 Fax 512-288-6106	Address	8803 Tara Lane Austin, TX 78735		
Agency Notes:	Supplier Notes:				
<b>Bound Tree Medical, LLC [Ad]</b>					<b>\$0.00</b>
Bid Contact	Bethany Moore valia.way@boundtree.com Ph 800-533-0523 Fax 877-311-2437	Address	5000 Tuttle Crossing BLvd Dublin, OH 43016		

Agency Notes:

Supplier Notes:

**\*\*** All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received may be available for inspection at that time.



## Travis County Commissioners Court Agenda Request

**Meeting Date:** April 1, 2014

**Prepared By/Phone Number:** Scott Wilson/854-1182

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

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language:** Approve Modification No. 12 to Contract No. 4500000031 (H.T.E. Contract No. 07T00173VC), Securus Technologies, Inc., for inmate pay phone services.

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

On August 28, 2007, the Commissioner's Court approved a contract with Securus Technologies, Inc., for inmate and public pay phone services. The initial term of the contract was October 1, 2007 through September 30, 2008. On October 30, 2012, the Commissioner's Court approved a contract modification which added an Inmate Video Visitation Service that was expected to generate additional revenue amounts based on 23% of the gross revenue. Each video session was projected to last up to twenty-five (25) minutes and the cost to friends and family was \$20.

At this time, Travis County Sheriff's Office (TCSO), through Information Technology Services (ITS) and Securus Technologies recommends offering a promotion to friends and family of inmates housed in Travis County facilities to use the Video Visitation Service at a reduced cost for up to sixty (60) days. The proposed promotional period would be from April 1, 2014 through May 31, 2014 and the cost of a twenty-five (25) minute remote visit would be reduced from \$20 to \$5. During this promotional period, Travis County would continue to receive 23% of gross revenue from the video visitation sessions, receiving \$1.15 from each at-home visit.

The goals of this promotion are to reduce traffic in visitation during the upcoming scheduled construction and remodeling of the Visitation

Center at the Travis County Correctional Complex in Del Valle and to increase at-home visits.

Modification No. 11, approved by the Purchasing Agent on October 3, 2013, extended the contract through October 31, 2014.

Modification No. 10, approved by Commissioner's Court on July 30, 2013, was to temporarily reduce the cost of a video visitation from \$20 to \$10.

Modification No. 9, approved by the Purchasing Agent on October 23, 2012, extended the contract through October 31, 2013.

Modification No. 8, approved by Commissioner's Court on October 30, 2012, added an Inmate Video Visitation Service.

Modification No. 7, approved by Commissioner's Court on April 17, 2012, added an Automated Information Services (AIS) Solution.

Modification No. 6, approved by the Purchasing Agent on October 27, 2011, extended the contract through October 31, 2012.

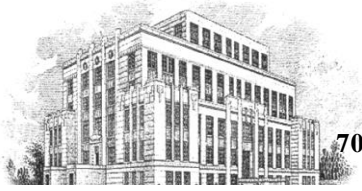
Modification No. 5, approved by Commissioner's Court on October 19, 2010, extended the contract for another twelve (12) months through October 31, 2011 and add the FCC2 functionality.

Modification No. 4, approved by the Purchasing Agent on September 27, 2010, extended the contract through October 31, 2010.

Modification No. 3, approved by the Purchasing Agent on September 29, 2009, extended the contract through September 30, 2010.

Modification No. 2, approved by Commissioner's Court on November 25, 2008, lowered the Annual Guarantee Revenue from \$1,600,000 to \$1,100,000.

Modification No. 1, approved by the Purchasing Agent on September 24, 2008, extended the contract through September 30, 2009.



Travis County Courthouse, Austin, Texas

## TRAVIS COUNTY INFORMATION TECHNOLOGY SERVICES

**Tanya Acevedo, Chief Information Officer**

700 Lavaca, Suite 500, P. O. Box 1748, Austin, Tx 78767 (512) 854-9372 Fax (512) 854-4401

**DATE: February 28, 2014**

### MEMORANDUM

**TO: Cyd Grimes, C.P.M.-Travis County Purchasing Agent**

**FROM: Walter LaGrone, Information Technology Director**

**VIA: Tanya Acevedo, Chief Information Officer**

**SUBJECT: Recommendation to offer reduced cost of Inmate Video Visitation from \$20.00 to \$5.00 for up to 60 days to allow friends and family an opportunity to use the service at a reduced cost**

#### **Proposed Motion:**

*Recommendation to offer an opportunity for inmate friends and families to use remote Video Visitation for up to 60 days at reduced cost of \$5.00 for a 25 minute visit*

#### **Summary and Staff Recommendation:**

Travis County Sheriff Office, through ITS and Securus, recommends offering a promotion to the friends and families of inmates housed in Travis County facilities to use the Securus Video Visitation (SVV) system at a reduced cost for up to 60 days. The proposed promotional trial period would be from 4/1/14 through 5/31/14. TCSO and Securus have offered to reduce the price of a 25 minute remote visit from \$20.00 to \$5.00 during this period. The goal is to reduce traffic in visitation during an upcoming construction project and to increase at-home visits.

#### **Budgetary and Fiscal Impact:**

During the promotional period, Travis County will continue to receive 23% of revenue from video visitations. At-home video visits would cost \$5.00 per 25 minute session with Travis County receiving \$1.15 from each visit. Compared to the \$4.60 received by the County during regular pricing, this would result in a decrease of \$3.45 per session during this sixty day window.

#### **Issues and Opportunities:**

This promotional period would coincide with upcoming scheduled construction for upgrades and remodeling of the Visitation building at the Travis County Correctional Complex. The Sheriff's Office hopes to use this promotion to help reduce visitation traffic during construction period.

#### **Background:**

Securus and its predecessor companies have served Travis County as its inmate phone vendor for more than 10 years. The current agreement was approved by Commissioners Court on August 28, 2007 pursuant to RFP # P070173-VC issued on April 2, 2007. The agreement provides for an annual guaranteed payment as prepaid commission for inmate phone services, commissions from pay phones and

video visitation sessions at County facilities, and funds for a Contract Liaison. This service provides telephone access privileges for Travis County inmates and additionally serves as a management tool for inmate populations. This service additionally provides the opportunity for providing Travis County with other products or services that will enhance the Sheriff's operation and assist the friends and families communicate with inmates held in the Travis County Jail.

A 50% (\$10.00) reduced rate promotion for Securus Video Visitation system that ran through 12/31/13 was submitted and approved by Commissioners Court July 20, 2013. TCSO noticed a significant reduction in facility traffic visits during that promotion.

**Required Authorizations:**

LEGAL:	Barbara Wilson, County Attorneys Office
PURCHASING:	Bonnie Floyd, Scott Wilson, Purchasing Department
BUDGET:	Katie Gipson, Planning and Budget Office

Cc: Sheriff Greg Hamilton, TCSO; Captain Wes Priddy, TCSO; Captain Lisa Brown, Tiffany Curnutt, TCSO  
Leslie Browder, County Executive for Planning and Budget  
Leticia Marquez, Bruni Cruz, ITS

**MODIFICATION OF CONTRACT NO. 4500000031 (H.T.E. Contract No. 07T00173VC) for Inmate Pay**

**Phone Services**

ISSUED BY: PURCHASING OFFICE 700 LAVACA ST. STE 800 AUSTIN, TX 78701	PURCHASING AGENT ASST: <b>Scott Wilson</b> TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: <b>March 24, 2014</b>
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ISSUED TO: <b>Securus Technologies, Inc.</b> <b>Attn: Robert Pickens</b> <b>14651 Dallas PKWY, Ste. 600</b> <b>Dallas, Texas 75254</b>	MODIFICATION NO.: <b>12</b>	EXECUTED DATE OF ORIGINAL CONTRACT: <b>August 28, 2007</b>
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ORIGINAL CONTRACT TERM DATES: <u>October 1, 2007 through September 30, 2008</u>	CURRENT CONTRACT TERM DATES: <u>November 1, 2013 through October 31, 2014</u>
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**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.

This modification is by Securus Technologies, Inc. (“Contractor”) and Travis County, Texas (“County”).

**Recitals**

Federal Communications Commission 47 CFR Part 64 [WC Docket No. 12-375; FCC 13-113] – Rates for Interstate Calling Services (“FCC Order”), which became effective February 11, 2014, governs the interstate calling rates charged under this Contract. The rates stated in the Contract are not consistent with these new rates.

Under Modification 8 to that contract, Contractor implemented Video Visitation in the Travis County Jail System. County and Contractor would again like to offer users of Video Visitation a reduced fee on a short term basis to encourage additional use of this functionality. Now, therefore, the Contractor and County agree as follows:

**Amendment**

1. Pursuant to Attachment D, section 12, effective February 11, 2014, section 4.1 as stated in the original contract is deleted in full and the following section 4.1 is inserted in its place.

4.1 Commission on Inmate Telephone Services In compliance with Federal Communications Commission 47 CFR Part 64 [WC Docket No. 12-375; FCC 13-113] – Rates for Interstate Calling Services (“FCC Order”), which became effective February 11, 2014, gross revenue does not include any revenue earned under this Contract through the completion of interstate calls of any type. Gross revenue shall be determined without consideration of whether (a) the revenue is collected after the call is originated or through prepaid collect services, (b) the revenue is not collectible, or (c) the call can be billed at all. Contractor shall pay County 60.3% of the gross revenue resulting from the inmate pay telephone service during the contract, including all years for which the Annual Option is exercised.

**Note to Vendor:**  
[ x ] Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.  
[ ] DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: _____	<input type="checkbox"/> DBA <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER
BY: _____ SIGNATURE	
BY: _____ PRINT NAME	DATE: _____
TITLE: _____ ITS DULY AUTHORIZED AGENT	
TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____ CYD V. GRIMES, C.P.M., CPPO, TRAVIS COUNTY PURCHASING AGENT	
TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	



2. Pursuant to Attachment D, section 12, effective February 11, 2014, section 4.2 as amended in Modification 7 is deleted in full and the following section 4.2 is inserted in its place.

**4.2 Annual Guaranteed Prepayment for Inmate Telephone Services before November 1, 2011**

For each option year after the first contract term, the Annual Guaranteed Payment for inmate telephone services shall be adjusted so that it equals the Commission Percentage shown in the table below for that option year times the annual gross revenue for collect inmate phone calls during the preceding twelve months ending June 30 as long as the rate for collect telephone services to inmates, other than interstate long distance calls, remains a flat fee of \$4.65 (surcharge plus rate in Attachment I) without any per minute charge. For any option year in which the flat fee is changed from the flat fee of \$4.65 for collect telephone services to inmates, other than interstate long distance calls, the Annual Guaranteed Payment for inmate telephone services shall be adjusted so that it equals the Commission Percentage shown in the table below for that option year times the product obtained by multiplying the rate to be applicable to collect telephone services to inmates for that option period by the quotient resulting from dividing the annual gross revenue for collect inmate phone calls, other than interstate long distance calls, during the preceding twelve months ending on the date shown in the chart by \$4.65.

<u>Year:</u>	<u>Commission Percent:</u>	<u>Minimum Annual Guarantee (MAG)</u>
First Option October 1, 2008-September 30, 2009	60.3%	\$1,600,000
Second Option October 1, 2009-September 30, 2010	60.3%	Based on previous 12 months ending June 30, 2009
Third Option October 1, 2010-October 31, 2011	60.3%	Based on previous 12 months ending June 30, 2010
Fourth Option November 1, 2011- October 30, 2012	60.3%	\$881,817.61
Fifth Option November 1, 2012- October 30, 2013	61.0%	Based on previous 12 months ending August 31, 2012
Sixth Option November 1, 2013- October 30, 2014 unless Monthly Option(s) is/are exercised and then this option begins at the end of the last Monthly Option exercised and continues for 12 months	61.7%	Based on previous 12 months ending August 31, 2013
Seventh Option November 1, 2014- October 30, 2015 unless Monthly Option(s) is/are exercised and then this option begins at the end of the last Monthly Option exercised and continues for 12 months	62.4%	Based on previous 12 months ending August 31, 2014
Eighth Option November 1, 2015- October 30, 2016 unless Monthly Option(s) is/are exercised and then this option begins at the end of the last Monthly Option exercised and continues for 12 months	63.1%	Based on previous 12 months ending August 31, 2015

4.2.1 On October 1, 2007, Contractor shall pay County \$1,600,000 as pre-paid commissions on revenue from all inmate telephones services.

4.2.2 Before October 15, 2008, Contractor shall pay County \$975,000 and before December 1, 2008, Contractor shall pay County the remainder of the Annual Guaranteed Payment for the first option year as pre-paid commissions on revenue from all inmate telephones services.

4.2.3 On October 1, 2009 and on the first of each of the following eleven months, Contractor shall pay County one twelfth of the Annual Guaranteed Payment for the second option year as pre-paid commissions on revenue from all inmate telephones services.

4.2.4 On October 1, 2010 and the first of each of the following twelve months, Contractor shall pay County one twelfth of the Annual Guaranteed Payment for the third option year as pre-paid commissions on revenue from all inmate telephones services.

4.2.5 On November 1, 2011 and on the first of each of the following eleven months, Contractor shall pay County one twelfth of the Annual Guaranteed Payment of \$881,817.61 for the fourth option year as pre-paid commissions on revenue from all inmate telephones services.

4.2.6 On the first day of the fifth option and on the first of each of the following eleven months, Contractor shall pay County one twelfth of the Annual Guaranteed Payment for the fifth option year as pre-paid commissions on revenue from all inmate telephones services.

4.2.7 The Annual Guaranteed Payment for the sixth option is adjusted to comply with the FCC order. The monthly payments of the Annual Guaranteed Payment before the order shall be based on gross revenue including interstate long distance calls and shall be equal to one twelfth of \$835,875. The monthly payments of the Annual Guaranteed Payment after the order shall be based on gross revenue excluding interstate long distance calls and shall be equal to one twelfth of \$804,875. On the first day of the sixth option and the first of each of the following two months, Contractor shall pay County one twelfth of the Annual Guaranteed Payment of \$835,875 for the first three months of the sixth option year as pre-paid commissions on revenue from all inmate telephones services. On the first day of the fourth month of the sixth option and the first of each of the following eight months, Contractor shall pay County one twelfth of the Annual Guaranteed Payment of \$804,875 for the final nine months of the sixth option year as pre-paid commissions on revenue from all inmate telephones services, except interstate long distance calls.

4.2.8 On the first day of the seventh option and the first of each of the following twelve months, Contractor shall pay County one twelfth of the Annual Guaranteed Payment for the seventh option year as pre-paid commissions on revenue from all inmate telephones services, except interstate long distance calls.

4.2.9 On the first day of the eighth option and the first of each of the following twelve months, Contractor shall pay County one twelfth of the Annual Guaranteed

Payment for the eighth option year as pre-paid commissions on revenue from all inmate telephones services, except interstate long distance calls.

4.2.10 In any option year, when the commissions earned in that option year exceed the total amount paid during that option year, Contractor shall pay County the amount of the commissions earned but not pre-paid no later than sixty days after the end of that option year. If commissions do not exceed the total amount paid during that contract year, Contractor is not entitled to have any of the pre-paid commissions returned.

2. Pursuant to Attachment D, section 12, effective February 11, 2014, section 8.3 as stated in the original Contract is deleted in full and the following section 8.3 is inserted in its place.

8.3 Rates The rate for local collect calls from the Equipment shall be a flat fee of \$4.65 (surcharge plus rate in Attachment I) without any per minute charge unless the rate is modified in compliance with this section 8. The rates for interstate long distance collect calls from the Equipment shall reflect the maximum interstate calling rates stated in the FCC order. The rates for interstate long distance collect calls from the Equipment shall be \$0.25 per minute. The rates for interstate long distance debit calls from the Equipment shall be \$0.21 per minute. The rates for intralata and interlata long distance collect calls from the Equipment shall be the rates shown on Attachment I with no additional surcharges such as Bill Statement Fee or other fees unless the rate is modified in compliance with this section 8. These rates are composed of a surcharge, an initial minute fee and an each additional minute fee based on the type of call (intralata or interlata), the time of day (day, evening, or night/weekend), and the calling distance based on mileage from inmate phone to the telephone number dialed. In determining whether day, evening, or night/weekend rates apply, "day" is from 8 a.m. to 4:59 p.m. on Monday through Friday, "evening" is from 5 p.m. to 10:59 p.m. Sunday through Friday, and "night/weekend" is from 11 p.m. to 7:59 a.m. seven days a week and all day Saturday and Sunday from 8 a.m. to 4:59 p.m.

3. Pursuant to Attachment D, section 12, effective March 19, 2014, section 13B.5 as stated in Modification 10 is deleted in full and the following section 13B.5 is inserted in its place.

13B.5 Rates Where a fee applies, the rate for VIDEO VISITATION shall be a fee of \$10.00 for a 25 minute visitation for each remote visitation from August 1, 2013 to September 30, 2013 inclusive and at all other times during this contract the rate for VIDEO VISITATION shall be a fee of \$20.00 for a 25 minute visitation for each remote visitation unless the rate is modified in compliance with this section 13B and is charged to the person scheduling the visitation. Visitation sessions may be scheduled by friends or family. On premises visitations are provided free of charge. Attorney video visitations are provided free of charge from 9:00 am to 3:00 pm on Monday through Friday All other visits by attorneys will be charged at standard visitation rate. However; until functionality is fully developed and implemented, attorney visits will be free of charge. The time parameter functionality will be developed within 12 months of signing of contract and Statement of Work. During the installation period and the first three months after completion of installation of video visitation equipment in all buildings, inmates may receive one free video visitation. To receive the free visitation, inmates must enter their unique PIN number so Contractor can track which inmates have received the free visitation. After all video visitation system equipment has been installed for three (3) months, all video visitations are charged at standard rates. In addition, for visits scheduled from April 1, 2014 to May 31, 2014, Contractor has offered and County has accepted the following promotional pricing rates:

\$5.00 for a video visitation lasting from 15 to 30 minutes  
\$10.00 for a video visitation lasting from 45 to 60 minutes

The \$5.95 transaction fee does not apply to these visits.

Contractor shall ship promotional mini-posters (8.5 inches by 11 inches) to the County jail at least two days before the promotion begins and Contractor shall add Secure Call Platform prompts to educate the inmates and the public about the promotional pricing rates during the promotion period. Prompts will include the following wording:

Friends & Family Prompt (~15 seconds):

*April 1<sup>st</sup> through May 31<sup>st</sup>, Visit an inmate from the comfort of your home for only \$5. Take advantage of this promotion now by going to [www.securustech.net/videovisitatoin](http://www.securustech.net/videovisitatoin) and scheduling your remote visit today!*

Inmate Prompt (~15 seconds):

*For a limited time, your friends & family can now visit with you from their house for only \$5! Tell them to visit [www.securustech.net/videovisitatoin](http://www.securustech.net/videovisitatoin) to schedule their visit today!*

4.0 INCORPORATION OF CONTRACT AND RATIFICATION. Contractor and County hereby incorporate this amendment into the contract as amended by Modifications One, Two, Three, Four, Five, Six, Seven, Eight, and Nine. Contractor and County hereby ratify all of the terms and conditions of the Contract as amended.



# Travis County Commissioners Court Agenda Request

**Meeting Date:** April 1, 2014

**Prepared By/Phone Number:** Korey Darling/854-4275, Juanita Jackson/854-4467

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

Sherri E. Fleming, County Executive for Health and Human Services and Veterans Service

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

**AGENDA LANGUAGE:**

Consider and take appropriate action on proposed strategy for new investments in social services.

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

During the 2014 budget process, the Commissioner's Court allocated \$1 million for new social services investments (up to \$2 million for FY15), and directed HHS/VS to work with community stakeholders to identify priorities for this new funding.

In Fall 2013, staff met with providers and partner agencies to collect input. Staff also reviewed existing materials documenting community need and explored successful service delivery methodologies. Using the information gathered, staff developed options and a recommendation to implement a Family System of Care model to address multiple complex needs of whole families in an effort to create lasting, positive change for children in these families. The proposed model will focus on families with children in the outlying areas of Travis County and will adapt system of care principles to address at least five social service issue areas (Child and Youth Development, Housing Continuum, Workforce Development, Behavioral Health, and Food and Transportation).

Attachment A: Summary of community engagement

Attachment B: Summary of trends and needs in the outlying areas of Travis County

Attachment C: Proposed service delivery model: Family of System of Care

Attachment D: Options for social service investment expansion

Proposed timeline for FY15 new social service investment competition:

- April 2014: Complete required documentation
- May 2014: Release RFS
- July 2014: Proposals due
- July-September 2014: Review and score proposals, negotiate and approve new contracts
- October 1, 2014: New contracts begin

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](mailto:agenda@co.travis.tx.us) by **Tuesdays at 5:00 p.m.** for the next week's meeting.



# Travis County Commissioners Court Agenda Request

## **STAFF RECOMMENDATIONS:**

The HHS/VS Department recommends implementing a Family System of Care model to serve families living in impacted block groups and low opportunity areas in the outlying areas of the county. The Department requests permission to offer a competitive bidding process to select vendors to implement this model using the allocated funding for new social service investments.

## **ISSUES AND OPPORTUNITIES:**

The proposed Family System of Care model creates an opportunity to implement a promising practice, versions of which have been utilized by the Travis County community to serve children and youth with complex mental health needs and their families, successfully house chronically-homeless individuals, and to take a two-generation approach to move parents and children beyond poverty. The proposed model also offers an opportunity to build on work completed through the CDBG process to serve residents in the outlying areas of the county—residents who are currently underserved through the county's investment in social services. The Family System of Care model has the potential to fully address family needs and create significant, lasting impact on families served.

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

The proposed model utilizes ongoing funding already allocated by the Commissioner's Court during the FY14 budget process.

## **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, HHS/VS

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

# ATTACHMENT A

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## **Summary of Community Engagement**

- Provider and Partner Input Summary
- CDBG Public Engagement Summary for PY06-14

**Travis County New Investments in Social Services FY14-15  
Provider and Partner Input Summary**

The Travis County Commissioner’s Court has approved funding for up to \$2 million in new social services investments by FY15. To inform recommendations for one or more areas of focus for this new funding, the Travis County Health and Human Services & Veterans Service Department collected input from providers and system level partners. This document provides an overview of the input process and a summary of the input received.

**Part I: Process**

	<b>Provider Forums</b>	<b>Provider Written Input</b>	<b>System Level Partner Meetings</b>
<b>Process and Timeline</b>	Meeting notice to: One Voice Central Texas, issue area Listserves, current contractors, and agencies that applied for FY14 funding. Forums held on 10/9/2013 and 10/14/2013.	Forms distributed to meeting participants and to those who were unable to attend. Forms collected through 10/15/2013 with a grace period until the morning of 10/16/2013.	Between 10/7 and 10/15/2013, county staff met with staff at system level partner organizations. <sup>1</sup>
<b>Content</b>	Participants responded to the following points: <ul style="list-style-type: none"> <li>• The issue/service they recommend for consideration</li> <li>• The outcomes the proposed investment would create</li> <li>• Some rationale as to why this should be a priority for new investment</li> </ul>	Information collected through the form corresponds to proposed investment criteria including: <ul style="list-style-type: none"> <li>• The proposed investment meets a need that is evidenced in data and existing community planning efforts</li> <li>• Sound strategies for serving residents in outlying areas of the County are proposed.</li> </ul>	Discussions included the following topics: <ul style="list-style-type: none"> <li>• Leverage opportunities that may be present</li> <li>• Gaps in the current service delivery system</li> <li>• Changes in policy or funding that may impact services</li> </ul>
<b>Participation</b>	72 total attendees	48 forms received on time; 5 forms received late.	Partner organizations included: <ul style="list-style-type: none"> <li>• Austin, Manor, and Del Valle Independent School Districts (ISDs)</li> <li>• Austin Travis County Integral Care (ATCIC)</li> <li>• Austin Travis County Health and Human Services Department (ATCHHSD)</li> <li>• Central Health (CH)</li> <li>• St. David’s Foundation (SDF)</li> <li>• Workforce Solutions (WFS)</li> </ul>

<sup>1</sup> For the purpose of this process, HHS/VS defines “system-level partners” as those organizations who serve as local authorities over certain issues/services and whose role may include service provision, but also reaches broadly into assessment, planning and funding within their areas of authority.



Travis County New Investments in Social Services FY14-15

Provider and Partner Input Summary

Part II: Summary of Input

Provider Input	System Level Partners Input
<p>The following issue and service area themes emerged through written or verbal provider input. This input is categorized into three tiers according to volume.</p> <p><b>Top Tier— Early childhood/child and youth services</b> including: access to quality early education and care, early child intervention, mental health services for children, parenting supports, early literacy, out of school time activities, youth prevention (teen pregnancy, substance abuse, violence, etc.), and opportunity youth.</p> <p><b>Second Tier— housing and workforce development.</b>                      Housing with specific mention of: housing stability and homeless prevention, particularly for veterans, youth aging out of foster care, and re-entry populations.                      Workforce development with specific mention of: child care funds needed, particularly in order to preserve care slots terminated by non-compliance with federal requirements, GED and job readiness services, services for veterans, homeless persons, and persons with disabilities, and services to connect young adults to career pathways.</p> <p><b>Third tier— needs of special populations</b>, including: immigrants and refugees, victims of family violence, re-entry, aging, and individuals with developmental disabilities.</p> <p><b>Other issue areas or services needs noted:</b> Providers described a number of other unmet service needs, including: nutrition, mental health, public health, literacy, supportive services (medical needs), and substance abuse.</p> <p>Providers also had the following input that cuts across issue or service areas:</p> <ul style="list-style-type: none"> <li>• Need for culturally competent and linguistically appropriate services</li> <li>• Propose Victims Services as an issue area</li> <li>• Support existing contractors with an increase</li> <li>• Services in outlying areas (through shared space in Travis County facilities?)</li> <li>• Whole family- wraparound approach</li> <li>• County should invest according to recommendations of vetted community plans</li> <li>• Cohesive collaboration of coordinated services</li> <li>• Transportation and other access issues</li> <li>• Prioritize most vulnerable</li> </ul>	<p>The following theme emerged through conversations with system level partners:</p> <ul style="list-style-type: none"> <li>• Gaps exist between the market rate and the reimbursement rates for mental health and early education and care services (WFS, ATCIC)</li> <li>• Federal regulations create gaps in childcare for families - for example, no care is available during the time when a parent has completed training and is working to secure a job (WFS)</li> <li>• There is a pending loss of 21st Century Grant funding for afterschool programs after 2014 (ISDs)</li> <li>• Need for teen pregnancy prevention programs (SDF, CH, ISDs)</li> <li>• Need for supportive services component for permanent supportive housing and other wrap around supports/case management to complement housing services (SDF, ATCHHSD, CH)</li> <li>• Need to address the food desert issue (CH, SDF)</li> <li>• There is a gap in services for people with substance use as a single diagnosis (ATCIC, CH)</li> <li>• State level change in early childhood intervention program eligibility has led to applicants who would have been eligible for services through state funding to be screened out under the new guidelines. Working on developing local solutions to meet this need. (ATCIC)</li> <li>• Need additional services to prevent child abuse and neglect (CH, SDF)</li> </ul>

**Travis County New Investments in Social Services FY14-15**  
**CDBG Public Engagement Summary for PY06-14**

Since 2006, the Community Development Block Grant has conducted annual community engagement for residents in the unincorporated areas of Travis County (2006-2014) and the Village of Webberville (2012-2014) to identify their needs and propose projects. This document provides an overview of the public participation themes over the last 8 years.

**Part I: Process**

	<b>Public Hearings</b>	<b>Proposals &amp; Surveys</b>	<b>Social Service Provider</b>
<b>Process and Timeline</b>	Every February and March, CDBG has 5-6 public hearings to gather information about needs and funding priorities for the upcoming year. In 2006, 2011 and 2014, additional information has been gathered to inform the strategic priorities for 3 (for 2011-2013), and 5 year (for 2006-2010 and 2014-2019) timelines.	In February and March of each year a survey is available for those who cannot attend a public hearing. Additionally, project proposals are available year round for neighborhoods that may have a project idea.	In Strategic Planning years (2009, 2011 and 2014), targeted outreach is conducted with social service providers through surveys, forums and/or one-on-one interviews. Project proposals are available year round for agencies that may have a project idea.
<b>Content</b>	Participants responded to the following points: <ul style="list-style-type: none"> <li>• Prioritization of category of need</li> <li>• Projects ideas or needs</li> </ul>	Participants responded to the following points: <ul style="list-style-type: none"> <li>• Prioritization of category of need</li> <li>• Projects ideas or needs</li> <li>• Project proposals require identified need and impact of assistance.</li> </ul>	Participants responded to the following points: <ul style="list-style-type: none"> <li>• Prioritization of category of need</li> <li>• Projects ideas or needs</li> <li>• Project proposals require identified need, program design, budget and impact of assistance.</li> </ul>
<b>Participation</b>	265 attendees at public hearings from 2006-2013.	150 surveys and 13 project proposals from 2006-2013.  5 resident surveys have been collected so far, however, 2014 surveys and proposals continue to be collected until March 31, 2014	2006 <ul style="list-style-type: none"> <li>• 27 attended forum</li> <li>• 48 surveys received</li> </ul> 2011 <ul style="list-style-type: none"> <li>• 46 surveys received</li> <li>• No forum conducted</li> </ul> 2014 <ul style="list-style-type: none"> <li>• 51 surveys received as of 3/17/14</li> <li>• 17 RSVPs for March 21<sup>st</sup> forum</li> </ul> 2006-2013 <ul style="list-style-type: none"> <li>• 15 project proposals</li> </ul>

**Travis County New Investments in Social Services FY14-15  
CDBG Public Engagement Summary for PY06-14**

**Part II: Summary of Input**

Resident Input	Social Services Provider Input
<p>The following issue and service area themes have emerged through written or verbal provider input consistently over the last 8 years and appears to remain true for 2014-2019.</p> <p><b>Top Tier— Infrastructure</b></p> <p>Includes street repairs to substandard roads, access to a permanent (or consistent) water and wastewater source, stop lights, signage, street lighting, sidewalks and drainage improvements.</p> <p><b>Second Tier— Community Services</b></p> <p>Ranked highest need in 2011 strategic planning process. For all years, residents identify youth services and supports as the most important community service needs. Includes supportive services for people with specialized needs, transportation, services for elderly and disabled, afterschool and youth programming, literacy/Adult basic education, foreclosure prevention counseling, mental health services, and workforce development.</p> <p><i>Please note: Often when the discussion of improved community services occurs, it is paired with the need for public facilities such as community centers, recreations centers, health clinics, libraries, etc. Residents clearly communicate a need for space and geographic access to facilities.</i></p> <p><b>Third Tier— Housing</b></p> <p>Includes home repair, homebuyer assistance, housing for at-risk youth, affordable housing linked with economic opportunities, and affordable rental and owner housing.</p> <p><b>Additional Needs:</b></p> <p>Includes access to fresh food and community gardens, neighborhood security, and illegal dumping.</p>	<p>2006</p> <ul style="list-style-type: none"> <li>• Many providers were unclear of the needs specific to those living outside the Urban Core, but identified affordable housing as a very important need.</li> <li>• Workforce Development, childcare and early education and mental health services were identified as high need community services.</li> </ul> <p>2011</p> <ul style="list-style-type: none"> <li>• Housing ranked highest of needs identified followed by community services. Top identified needs were affordable housing, mental health services and transportation.</li> </ul> <p>2014</p> <ul style="list-style-type: none"> <li>• Early results of the survey indicate a stronger interest in collaborating around services outside of the Urban Core.</li> <li>• At the time of publication, this process is still ongoing and will complete by March 31, 2014.</li> </ul>

# ATTACHMENT B

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## **Summary of Geographic Trends and Needs in the Outlying Areas of Travis County**

## Summary of Geographic Trends and Need for Services in the Outlying Areas of Travis County

- The population living outside of the City of Austin has been growing faster than the County population overall and the share of the County population living in a municipality other than Austin or in an unincorporated area has also increased.**

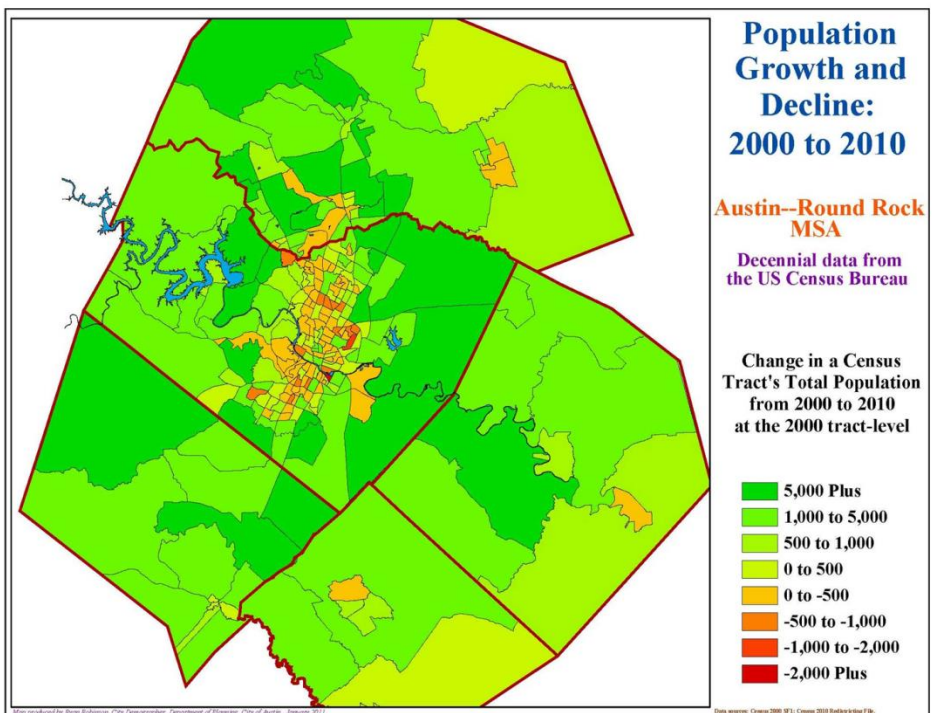
According to the most recent U.S. Census Bureau population estimates available, 1,095,584 people lived in Travis County in 2012—73% of residents lived in the City of Austin, 9% lived in another city or village, and 17.2% lived in an unincorporated area. The population living outside of the City of Austin has grown by 73% or 122,765 residents since 2000, and made up 27% percent of the Travis County population in 2012 compared with 21% in 2000.

Travis County Population by Municipality Affiliation							
	Total Population	Living in the City of Austin		Living in another city		Living in an unincorporated area	
		Number	Percent	Number	Percent	Number	Percent
2000	820,927	652,300	79.5%	53,249	6.5%	115,378	14.1%
2001	847,941	664,731	78.4%	58,416	6.9%	124,794	14.7%
2002	852,965	663,534	77.8%	60,187	7.1%	129,244	15.2%
2003	862,463	665,655	77.2%	62,011	7.2%	134,797	15.6%
2004	878,877	674,392	76.7%	64,743	7.4%	139,742	15.9%
2005	901,185	685,579	76.1%	68,569	7.6%	147,037	16.3%
2006	937,423	707,097	75.4%	73,582	7.8%	156,744	16.7%
2007	970,477	724,616	74.7%	79,617	8.2%	166,244	17.1%
2008	998,561	741,511	74.3%	82,948	8.3%	174,102	17.4%
2009	1,026,158	759,674	74.0%	85,602	8.3%	180,882	17.6%
2010	1,030,219	758,834	73.7%	95,423	9.3%	175,962	17.1%
2011	1,061,203	779,933	73.5%	98,815	9.3%	182,455	17.2%
2012	1,095,584	804,192	73.4%	102,727	9.4%	188,665	17.2%

Created by: Travis County HHS/VS, Research & Planning Division, 2014

Source data: U.S. Census Bureau, Population Estimates Program, <http://www.census.gov/popest/index.html>

This map analysis by the City of Austin indicates that between 2000 and 2010, greater population growth occurred in census tracts outside of Austin. Conversely, between 2000 and 2010 the population within many census tracts within Austin declined or remained at the same level.



Source: Ryan Robinson, City of Austin Demographer

**2. Services have not followed this shift in population to the outlying areas.**

Travis County Health and Human Services & Veterans Service Department (HHS/VS) annually invests in social services for residents of Travis County, both through direct service provision and through contracts with community based organizations. According to 2011 analysis by the Travis County CDBG Office, less than 9% of the total funded purchased services are being provided to the unincorporated areas of the county – a significant underrepresentation since the unincorporated areas of the county make up about 17% of the total population.<sup>1</sup>

**3. While the aforementioned points indicate a general need for increased service levels outside of the urban core, further analysis indicates specific areas of high need that can be strategically targeted for services.**

These areas of high need (Census block groups) can be identified through the following series of maps (excerpted from the Travis County CDBG Analysis of Impediments to Fair Housing Choice).

- Map 3-4 displays the distribution of racially and/or ethnically concentrated block groups in the Urban County. A concentrated area is any in which the percentage of a single ethnic or minority group is at least 10 percentage points higher than across the County overall.
- Map 3-5 shows block groups where at least 45.14% of persons are considered low- or moderate-income (LMI) by HUD standards.
- Map 3-6 compares the block groups meeting those criteria with LMI block groups and racial or ethnic concentrations, demonstrating the large extent to which they overlap.
- Map 3-7 isolates block groups meeting both criteria, which are referred to as impacted areas.
- Map 3-8 overlays the impacted areas with the 2012 composite opportunity index. The composite opportunity index is based on a methodology that utilizes education, economics and mobility, and housing and environment related variables to identify opportunity-rich and opportunity-poor areas.

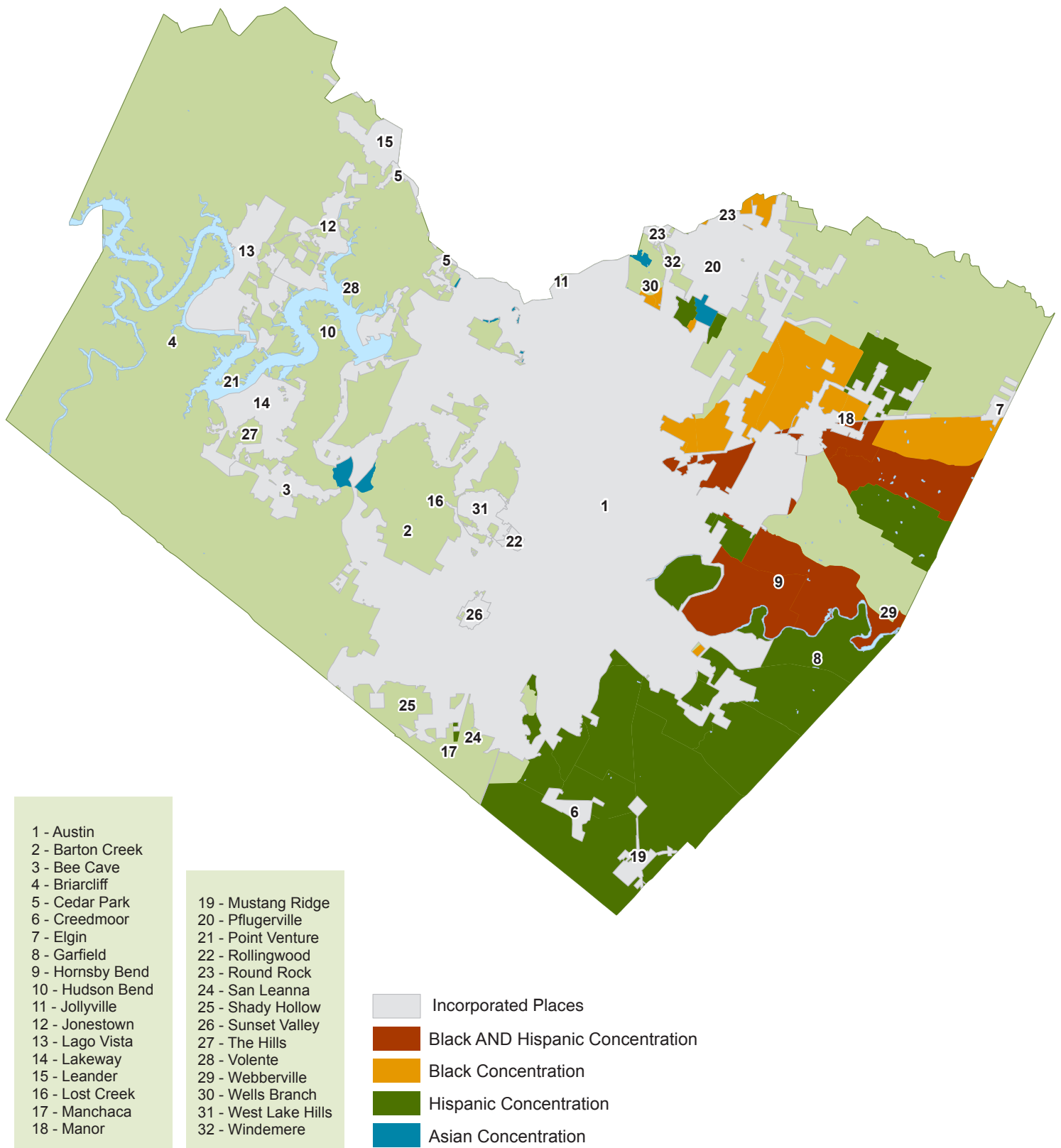
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<sup>1</sup> These figures were calculated by Travis County HHS/VS, Community Development Block Grant Office, and published in the *Travis County Consolidated Plan and Action Plan 2011-2013*. The original source data was from the *2010 Community Impact Report*, produced by Travis County HHS/VS, Research & Planning Division. Original documents can be found here: [www.co.travis.tx.us/health\\_human\\_services/cDBG/pdfs/consolidated\\_plans/consolidated\\_plan\\_2011-13\\_final.pdf](http://www.co.travis.tx.us/health_human_services/cDBG/pdfs/consolidated_plans/consolidated_plan_2011-13_final.pdf) and [www.co.travis.tx.us/health\\_human\\_services/research\\_planning/publications/cir/cir\\_2010\\_pt\\_2/default.asp](http://www.co.travis.tx.us/health_human_services/research_planning/publications/cir/cir_2010_pt_2/default.asp).

# MAP 3-4

## Areas of Racial and/or Ethnic Concentration, 2010

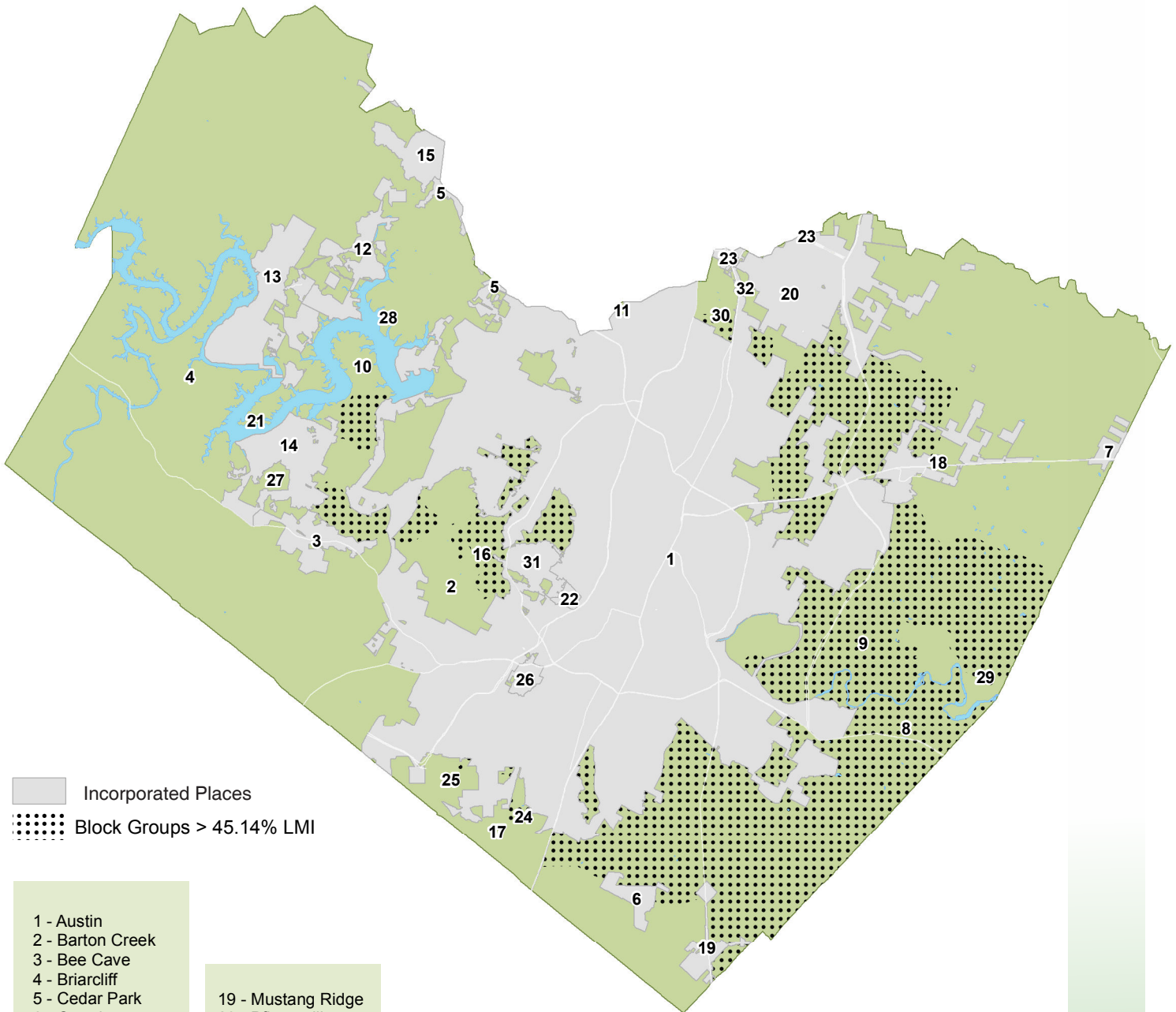
Source: 2010 Census SF-1



### MAP 3-5

Block Groups of at Least 45.14% LMI, 2010

Source: 2012 HUD LMI Estimates



■ Incorporated Places  
■ Block Groups > 45.14% LMI

- 1 - Austin
- 2 - Barton Creek
- 3 - Bee Cave
- 4 - Briarcliff
- 5 - Cedar Park
- 6 - Creedmoor
- 7 - Elgin
- 8 - Garfield
- 9 - Hornsby Bend
- 10 - Hudson Bend
- 11 - Jollyville
- 12 - Jonestown
- 13 - Lago Vista
- 14 - Lakeway
- 15 - Leander
- 16 - Lost Creek
- 17 - Manchaca
- 18 - Manor

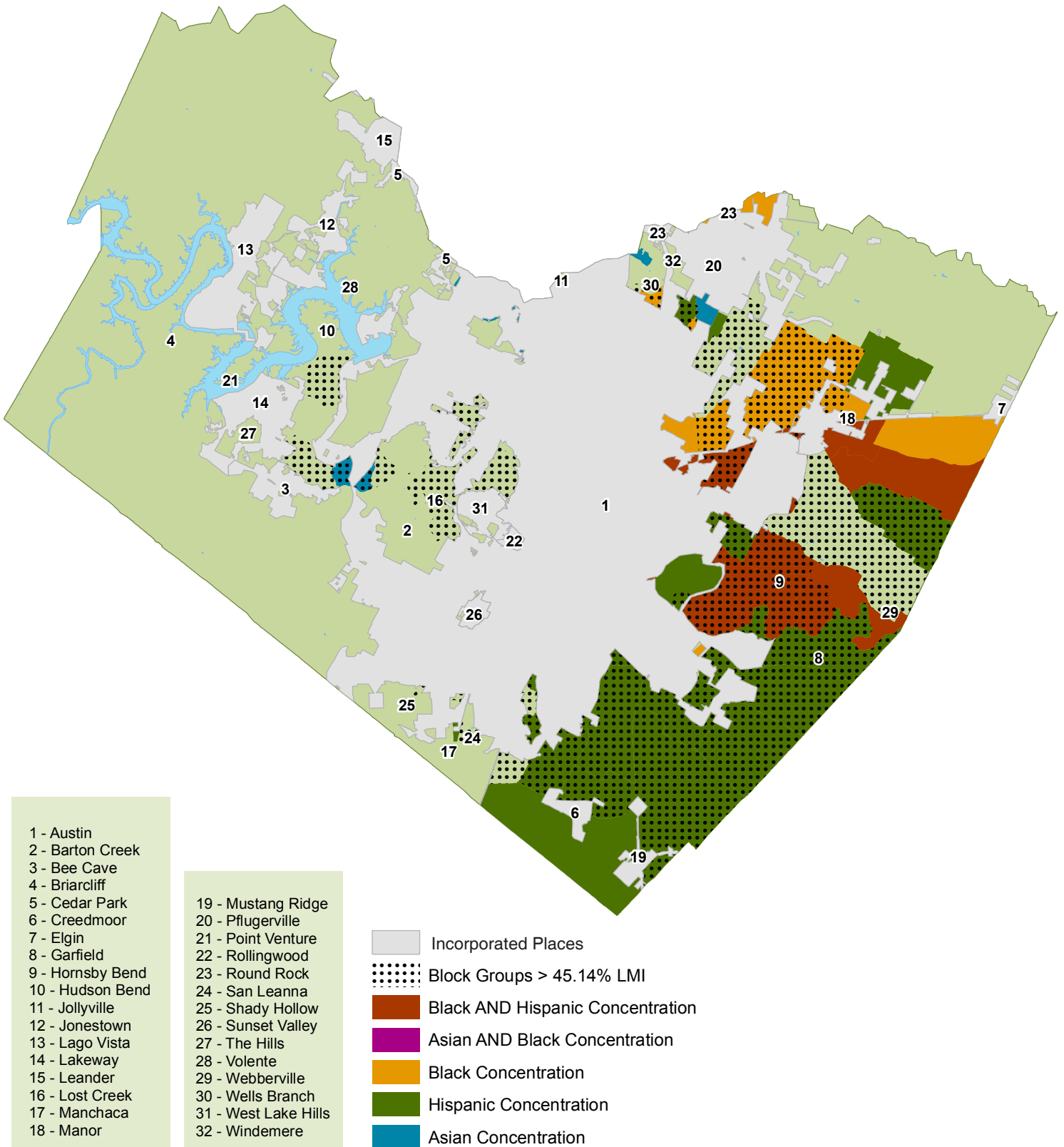
- 19 - Mustang Ridge
- 20 - Pflugerville
- 21 - Point Venture
- 22 - Rollingwood
- 23 - Round Rock
- 24 - San Leanna
- 25 - Shady Hollow
- 26 - Sunset Valley
- 27 - The Hills
- 28 - Volente
- 29 - Webberville
- 30 - Wells Branch
- 31 - West Lake Hills
- 32 - Windemere



### MAP 3-6

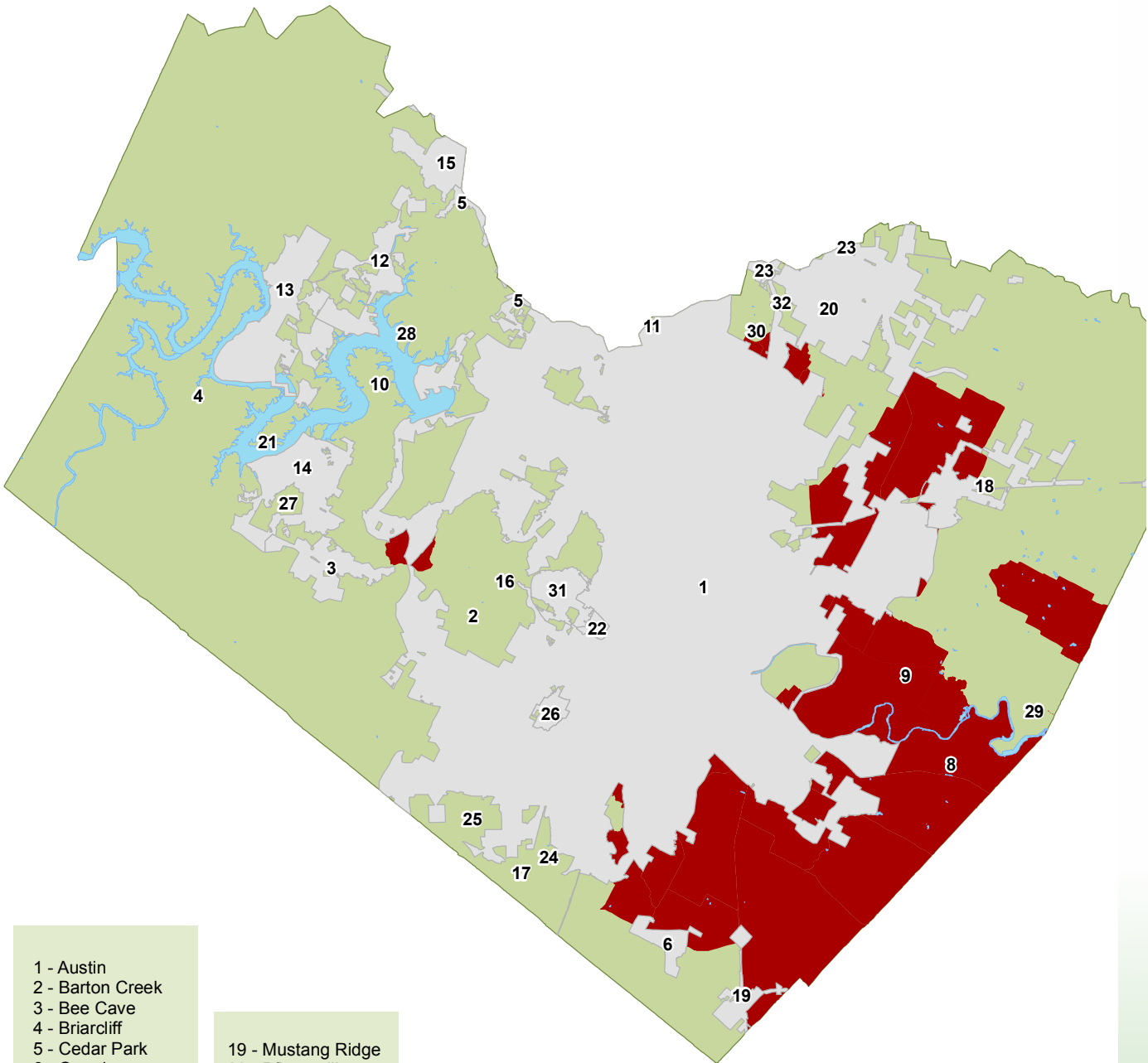
#### Comparison of LMI and Racially/Ethnically Concentrated Block Groups, 2010

Sources: 2010 Census SF-1,  
2012 HUD LMI Estimates



**MAP 3-7**  
Impacted Block Groups, 2010

Sources: 2010 Census SF-1,  
2012 HUD LMI Estimates



- 1 - Austin
- 2 - Barton Creek
- 3 - Bee Cave
- 4 - Briarcliff
- 5 - Cedar Park
- 6 - Creedmoor
- 7 - Elgin
- 8 - Garfield
- 9 - Hornsby Bend
- 10 - Hudson Bend
- 11 - Jollyville
- 12 - Jonestown
- 13 - Lago Vista
- 14 - Lakeway
- 15 - Leander
- 16 - Lost Creek
- 17 - Manchaca
- 18 - Manor

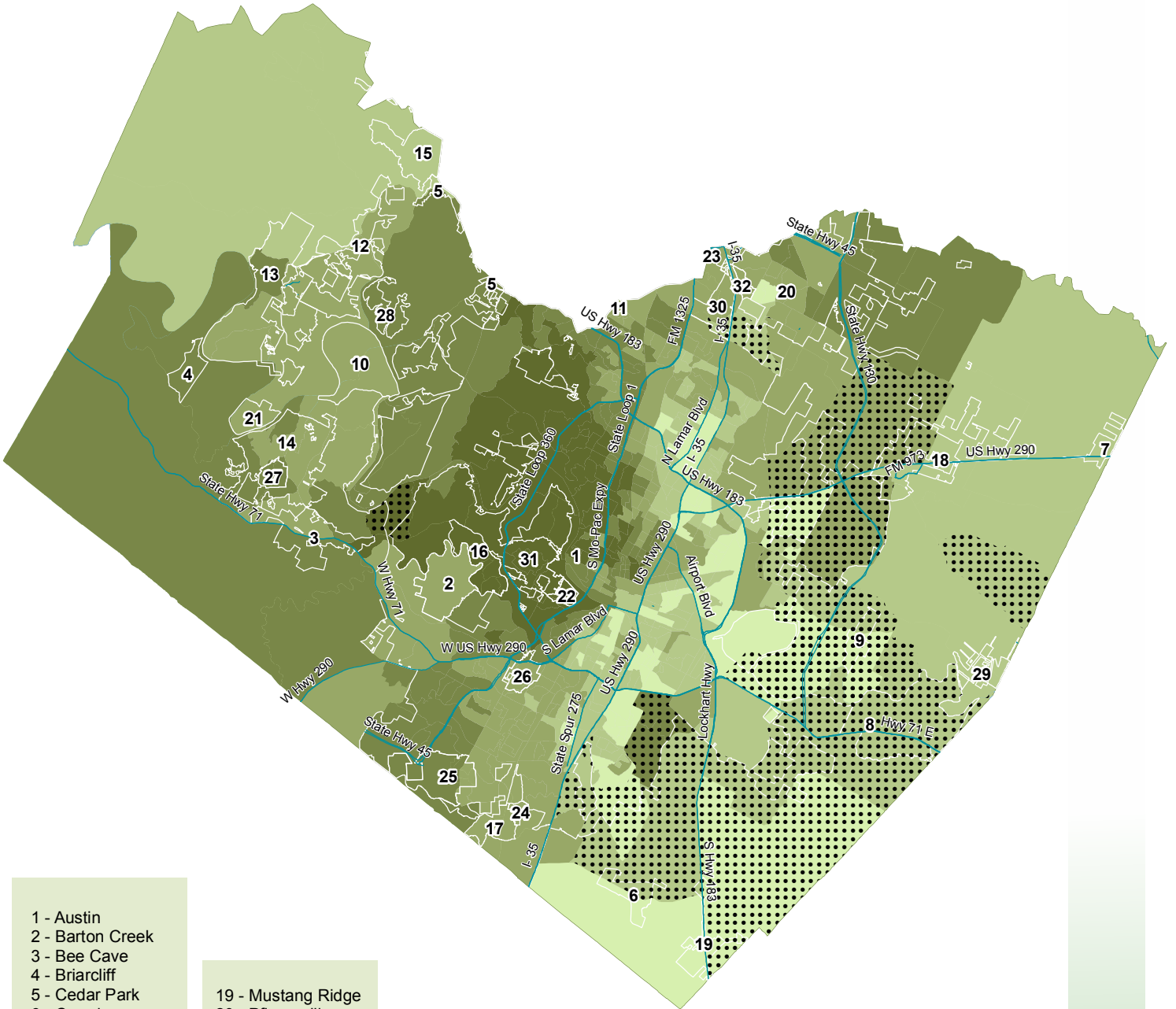
- 19 - Mustang Ridge
- 20 - Pflugerville
- 21 - Point Venture
- 22 - Rollingwood
- 23 - Round Rock
- 24 - San Leanna
- 25 - Shady Hollow
- 26 - Sunset Valley
- 27 - The Hills
- 28 - Volente
- 29 - Webberville
- 30 - Wells Branch
- 31 - West Lake Hills
- 32 - Windemere

Incorporated Places  
 Impacted Block Groups

### MAP 3-8

Regional Composite Opportunity Index, August 2012

Source: Kirwan Institute for the Study of Race and Ethnicity,  
The Ohio State University



- 1 - Austin
- 2 - Barton Creek
- 3 - Bee Cave
- 4 - Briarcliff
- 5 - Cedar Park
- 6 - Creedmoor
- 7 - Elgin
- 8 - Garfield
- 9 - Hornsby Bend
- 10 - Hudson Bend
- 11 - Jollyville
- 12 - Jonestown
- 13 - Lago Vista
- 14 - Lakeway
- 15 - Leander
- 16 - Lost Creek
- 17 - Manchaca
- 18 - Manor

- 19 - Mustang Ridge
- 20 - Pflugerville
- 21 - Point Venture
- 22 - Rollingwood
- 23 - Round Rock
- 24 - San Leanna
- 25 - Shady Hollow
- 26 - Sunset Valley
- 27 - The Hills
- 28 - Volente
- 29 - Webberville
- 30 - Wells Branch
- 31 - West Lake Hills
- 32 - Windemere

— Major Roads

●●●● Impacted Block Groups

**Composite Opportunity Score**

- Very Low
- Low
- Moderate
- High
- Very High
- Urban County Exceptions

# ATTACHMENT C

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## **Proposed Service Delivery Model: Family System of Care**

- Family System of Care Proposal Summary
- Family System of Care Model: Overview and Rationale

## Family System of Care Proposal Summary

**Overview:** Family system of care model to address multiple, complex needs of whole families in an effort to create lasting, positive change for children in these families. Services will focus on families with children in the outlying areas of Travis County, specifically impacted block groups identified by CDBG. This model will adapt “system of care” principles to address at least five of our social service issue areas:



Like the system of care model in the Office of Children’s Services, care coordination will be central to this effort. The primary vendor(s) selected for this pilot will be responsible for this function; ensuring that an appropriate array of services is available for each client family.

### Target population

- Low-opportunity area (use CDBG map 3.8)
- Families with children
- Accommodate families referred from Travis County HHS programs

## **Goals**

Service system to be purchased will be able to address all of the following goals. While all families to be served will not necessarily need help in all areas, it is expected that each will be an issue for some families. In each case, follow up will track outcomes at 6 and 12 months post-service.

### *Housing*

- Stable housing while in the program, stay where they are or move to improved housing situation.
- Follow up at 6 months and 12 months to determine that their housing situation stays stable.
- Increased family financial resources (earned, unearned)

### *WFD/Adult Education*

- Enter or advance in the workforce (gain employment, increase earnings)
- Increase earned income to support greater stability (increased family financial resources-earned)
- Retain employment (at 6 and 12 months)
- Earn recognized credentials both academic (diploma, GED, degree) or vocational (employer recognized certification)

### *Child and Youth*

- Appropriate developmental functioning
- School ready/ school performance
- Social engagement
- Social/emotional function
- Avoid or resolve CPS, juvenile justice issues
- 6 and 12 month follow-up

### *Behavioral Health*

- Obtaining clinical assessment of need (as indicated, appropriate)
- Connected to mental health services based on needs
- Self-report of status (post-test, 6 and 12 month follow-up)
- Decrease debilitating symptoms

### *Food and Transportation*

- Regular access to fresh and healthy food (see CHIP)
- Reasonable plan for transportation to work and education activities during service and at exit

## **Service model**

The desired service model builds upon the system-of-care approach that HHS has promoted for children's services. Our intent is to broaden the focus to intentionally address the whole family and measure success in achievement of goals across multiple dimensions: child and youth development,

housing stability, employment and earnings, education, behavioral health, and basic needs – specifically access to food and transportation.

- Home-centered services, starting with assessments of the family
- Centralized coordination of services to do assessments, develop service plan, and coordinate and monitor services
- Access to a network of services that can address each of the issue areas listed above
- Step down planning, community integration and aftercare support -- ideas include 6 and 12 month engagement following the exit of program, consider phases of service (intensive, supportive services, check in)

Beyond these core components, it is up to proposers to describe how they will build and maintain the desired system of service to families.

*Service component notes*

- Housing: may include financial assistance, home repair, TBRA, permanent supportive housing
- Employment: meet goals as described below or demonstrate that they are on a pathway (i.e. enrolled to receive services from other public entities, ex. DARS, that provide assistance to eligible residents)
- Behavioral Health: provide clinical assessment (as indicated, appropriate), connect to appropriate services
- One objective of this pilot is to test service delivery approaches that will better serve families in the outlying areas of Travis County. As such, strategies that move families into housing within the City of Austin may be part of the program, strategies that enable families to remain in their home (or home neighborhood) must also be included.

## Family System of Care Model: Overview and Rationale

### About System of Care and Wraparound

The design of the proposed Family System of Care Model is adapted from the wraparound approach and System of Care framework. **Wraparound** is a holistic method of serving individuals with complex needs (most typically children, youth, and their families) through an intensive, individualized care planning and management process.<sup>1</sup> The wraparound method of service delivery reflects the values of the **System of Care Framework** which emphasizes services that are community-based, family-driven, youth-guided, individualized, coordinated, and culturally and linguistically competent.<sup>2</sup>

### Benefits of a System of Care Approach

Human service systems have often used siloed approaches to separately address social service needs of the populations they serve. Research shows a more integrative approach creates more effective and efficient service delivery systems, which better address the complex and multiple client needs within coordinated systems.<sup>3</sup> In addition to better meeting the needs of families, coordinated systems are more cost efficient because they ensure similar services are not duplicated through different systems.

A national, multi-state evaluation of children served through the system of care framework indicated an increase in child and youth functioning, school attendance, and behavioral and emotional strengths, as well as a reduction in behavioral and emotional problems, anxiety and depression, and strain and stress in caregivers. Implementing a system of care approach can also lead to lower costs by reducing inpatient services, residential treatment and out of home placements.<sup>4</sup>

### Implementation in Travis County and Texas

The System of Care framework has already been adopted by a number of partners in the local Travis County community, including the local mental health authority, juvenile justice system, and many local school districts. Several other communities in Texas have also adopted this model, and through a grant from SAMHSA, the Texas Health and Human Services Commission is currently working to expand this promising practice across the state.<sup>5</sup>

The following are some local examples where services are provided through a wraparound approach and/or are influenced by a System of Care philosophy.

**Children's Partnership (TCHHS/VS):** The Children's Partnership (TCP) provides services and supports to children and youth with complex mental health needs and their families. The goal of The Children's

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<sup>1</sup> "Wraparound Basics," National Wraparound Initiative, accessed March 18, 2014, <http://www.nwi.pdx.edu/wraparoundbasics.shtml>

<sup>2</sup> "Texas System of Care, A Better Future for Texas Children: Impact of System of Care," Texas System of Care, accessed March 18, 2014, [http://www.txsystemofcare.org/wp-content/uploads/2013/02/TXSOC\\_outcomes.pdf](http://www.txsystemofcare.org/wp-content/uploads/2013/02/TXSOC_outcomes.pdf).

<sup>3</sup> Michael Smith, "Building an Interoperable Human Services System: How Allegheny County Transformed Systems, Services and Outcomes for Vulnerable Children and Families," 2008, [http://www.alleghenycounty.us/uploadedFiles/DHS/SOC\\_Building\\_Interoperable\\_Human\\_Services\\_System-10-30-08.pdf](http://www.alleghenycounty.us/uploadedFiles/DHS/SOC_Building_Interoperable_Human_Services_System-10-30-08.pdf)

<sup>4</sup> "Texas System of Care, A Better Future for Texas Children: Impact of System of Care," Texas System of Care, accessed March 18, 2014, [http://www.txsystemofcare.org/wp-content/uploads/2013/02/TXSOC\\_outcomes.pdf](http://www.txsystemofcare.org/wp-content/uploads/2013/02/TXSOC_outcomes.pdf).

<sup>5</sup> Ibid.



Partnership is to help families increase their capacity to live, work, learn and participate fully in their community. Many of the children and youth have been in psychiatric hospitals, residential treatment centers, and are at risk of removal due to their psychiatric needs. TCP partners with families to develop an individualized plan of care that builds on the strengths of the child, the family, and the team. The child and family take the lead in determining their needs and sharing their interests. Services are provided in the families' home or at community locations, using the wraparound process. The child and family take the lead in setting goals and deciding how to meet them. Staff members, families, and providers create a unique plan of care for each child and youth.<sup>6</sup>

***CPS Reintegration (TCHHS/VS):*** The CPS Reintegration Project (CRP) provides home- and community-based services to a small number of youth who are involved in the CPS system and have mental health challenges. The goal of the Project is to reduce the number of youth involved in the Child Welfare System by helping families safely manage the mental health issues of the youth after discharge from a residential treatment center (RTC). CRP utilizes the Wraparound Process, which means that the youth and family take the lead in setting goals and deciding how to meet them. Each youth/family is assigned to the Care Coordinator (CC), who helps the family communicate their strengths and needs and build up and access community resources.<sup>7</sup>

***Permanent Supportive Housing:*** In 2010 the ECHO Continuum of Care Committee and the City of Austin adopted a permanent supporting housing strategy and began working toward the development of new permanent supportive housing units. The local community chose this approach due to its proven success as a model to house chronically homeless individuals. Supportive housing combines affordable housing with services that help people who face the most complex challenges to live with stability, autonomy and dignity. Supportive housing improves housing stability, employment, mental and physical health, and school attendance; and reduces active substance use. People in supportive housing live more stable and productive lives. Supportive housing costs essentially the same amount as keeping people homeless and stuck in the revolving door of high-cost crisis care and emergency housing. Supportive housing has also been shown to improve the safety of neighborhoods, beautify city blocks with new or rehabilitated properties, and increase or stabilize property values over time.<sup>8</sup>

***Two Generation Models:*** Two-generation, or multi-generational, approaches focus on creating opportunities for and addressing the needs of both vulnerable household adults and children – **together**. Two generation approaches can be applied to programs, policies, systems, and research, with a primary goal to blend services and target long-term, whole-family outcomes. The Two Generation Strategy Theory of Change posits that the combination of high-quality services for children (especially young children) combined with high quality employment and education services for adults (leading to

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<sup>6</sup> "The Children's Partnership," Travis County Health and Human Service and Veterans Service, last modified May 29, 2013, [http://www.co.travis.tx.us/health\\_human\\_services/children\\_services/mental\\_health/children\\_partnership.asp](http://www.co.travis.tx.us/health_human_services/children_services/mental_health/children_partnership.asp).

<sup>7</sup> "Child Protective Services Reintegration Project (CRP)," Travis County Health and Human Services and Veterans Service, last modified January 29, 2013, [http://www.co.travis.tx.us/health\\_human\\_services/children\\_services/welfare/reintegration.asp](http://www.co.travis.tx.us/health_human_services/children_services/welfare/reintegration.asp).

<sup>8</sup> "What is Supportive Housing," CSH, accessed March 19, 2014, <http://www.csh.org/supportive-housing-facts/introduction-to-supportive-housing/>.

high-skill/high-wage employment), supplemented by wrap-around family and peer support services, will lead to long-term academic and economic success for low-income families.<sup>9</sup> There is growing local momentum for Two Generation service models. Workforces Solutions, the local workforce board, has expressed an internal commitment to strive for whole-family outcomes and coordinate agency services across the family spectrum—early childhood, youth, and adult family stability. Since the spring of 2013, the Ray Marshall Center has convened a local Two Generation Advisory Committee of planners and experts, with a goal to influence community plans and local service strategies. The School Readiness Action Plan for Austin and Travis County includes among its strategies to “Expand availability of two-generation education programs for vulnerable families.”<sup>10</sup>

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<sup>9</sup> Tara Smith, “Dual Generation Strategy Initiative Research Brief,” Ray Marshall Center for the Study of Human Resources, February 2012.

<sup>10</sup> “2012-2015 School Readiness Action Plan for Austin Travis County,” accessed March 21, 2014, [http://www.unitedwayaustin.org/wp-content/uploads/2012/07/UWATX\\_SchoolReadinessActionPlan\\_full\\_May2012.pdf](http://www.unitedwayaustin.org/wp-content/uploads/2012/07/UWATX_SchoolReadinessActionPlan_full_May2012.pdf)

# ATTACHMENT D

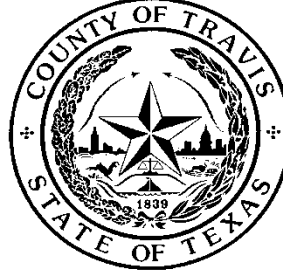
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## **Options for Social Service Investment Expansion**

### Options for Social Service Investment Expansion

For FY14, Commissioners Court allocated an additional \$1 million in ongoing funds to expand our investments in purchased social services. In addition, the Court expressed an interest in increasing this amount to \$2 million in ongoing funds starting in FY15. Based upon input from the community, interests expressed by the Court, and Department understanding of both community needs and best practices in service delivery, the following investment options were considered:

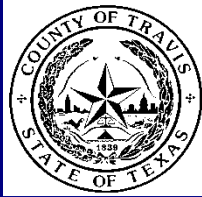
	Pro	Con	Recommendation
Across the board increase to existing contracts	<ul style="list-style-type: none"> <li>• Quick execution</li> <li>• Simple approach to increase investment in community</li> </ul>	<ul style="list-style-type: none"> <li>• Unlikely to demonstrate significant impact.</li> <li>• Maintains closed system</li> <li>• Significant administrative burden</li> </ul>	Not recommended
Apply to maintain current “single-term” funded services	<ul style="list-style-type: none"> <li>• Requires no action outside of regular renewal process</li> </ul>	<ul style="list-style-type: none"> <li>• Maintains closed system</li> <li>• Does not allow for review and prioritization based upon County priorities</li> <li>• Maintains existing services, does not expand</li> </ul>	Not recommended
Focus investment on one or two issue areas, with optional geographic targeting	<ul style="list-style-type: none"> <li>• Offers open process to potential providers</li> <li>• Allows focus on child and youth development and workforce development</li> <li>• Potential to create some significant impact within 2 priority areas</li> <li>• May target services to areas with very low/low opportunity</li> <li>• Acts as CDBG Fair Housing Activity if it addresses inequity in the CDBG service area</li> </ul>	<ul style="list-style-type: none"> <li>• Impacts only within limited issue area(s)</li> <li>• Requires a procurement process.</li> <li>• Takes about 5 months to put into place</li> <li>• Does not require a holistic approach for long term change</li> <li>• Limiting service area, if geographic targeting used</li> </ul>	Not recommended.
Pilot investment in Family system of care	<ul style="list-style-type: none"> <li>• Offers open process to potential providers</li> <li>• Supports geographic targeting to services with very low/low opportunity</li> <li>• Fully address family needs</li> <li>• Potential to create significant, lasting impact for families served</li> <li>• Build upon and integrates successes from multiple issue areas</li> <li>• Acts as CDBG Fair Housing Activity due to addressing inequity in the CDBG service area</li> <li>• Requires respondents to be creative, use significant collaboration and effectively use community resources to address a variety of needs.</li> </ul>	<ul style="list-style-type: none"> <li>• Requires a procurement process</li> <li>• Takes about 5 months to put into place</li> <li>• Challenging model to put into place</li> <li>• Limiting service area</li> </ul>	Recommended for action



**Health and Human Services  
& Veterans Service**

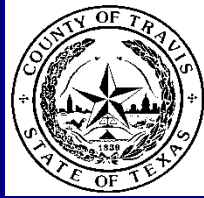
**Proposed Strategy for New Investments:  
Family System of Care**

**April 1, 2014**



## Background

- **Court Action:** During the FY2014 Budget process the Commissioner's Court allocated \$1million for new social services investments (up to \$2million for FY15), and directed the Department to work with community stakeholders to identify priorities for this new funding.
- **HHS/VS Response:**
  - Met with providers and partner agencies to collect input
  - Reviewed results of CDBG Public Engagement processes
  - Reviewed data detailing geographic trends and areas of need in outlying areas of Travis County
  - Explored promising service delivery models
  - Developed options and recommendation



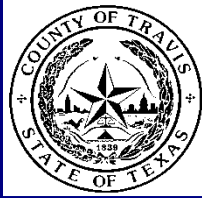
# Community Input: Providers and Partners

## Process

- Collected service/issue area recommendations from providers through two forums (72 participants) and written forms (48 received by deadline)
- Met with system level partners to learn about leverage opportunities and gaps in current service delivery system (6 meetings)

## Results

- Top tier (most volume): need for early childhood and child/youth services
- Second tier: housing and workforce development
- Third tier: needs of special populations
- Cross cutting: culturally competent services, services in outlying areas, whole family/wraparound approach, coordinated services, transportation and other access issues, gaps due to changes/policies at the state and federal level.



# Community Input: CDBG Public Engagement

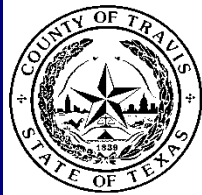
## Process

- Public hearings every February and March (265 attendees from 2006-13)
- Surveys available for those unable to attend hearing (150 surveys from 2006-13)
- Targeted outreach with social service providers in strategic planning years
- Project proposals available year round for neighborhoods or agencies
- Input helps prioritize category of need and identify project ideas or needs

## Results (Resident input)

- Top tier: Infrastructure
- Second tier: Community services. (Community services ranked highest need in 2011 process. Youth services and supports most important community services need in all years.)
- Third tier: Housing

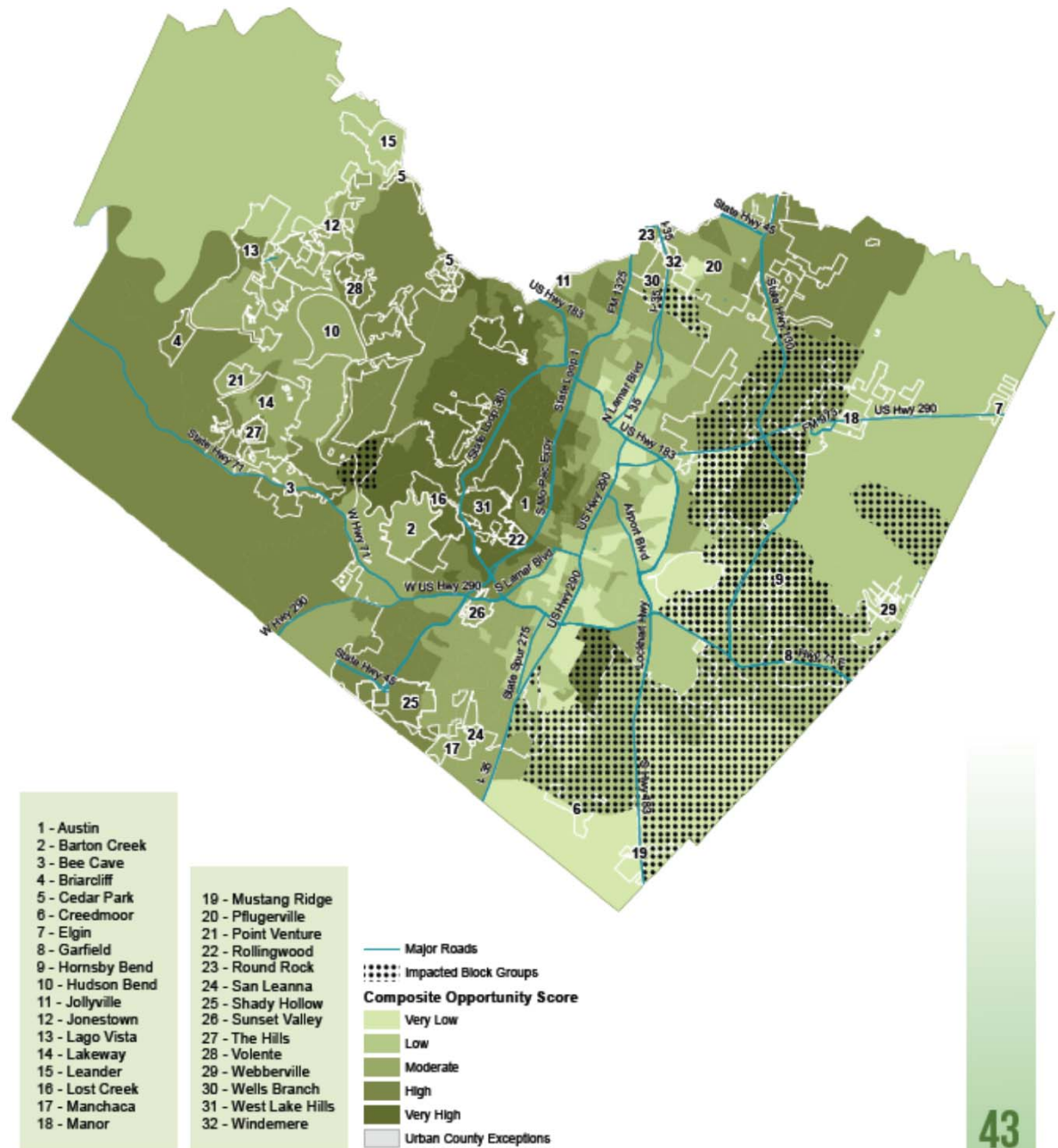


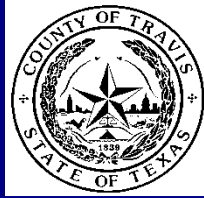


## Need for Services in the Outlying Areas

- The population living outside of the City of Austin has grown
  - Increased by 73% since 2000
  - Made up 27% of the Travis County population in 2012 compared with 21% in 2000
  - 17 % of County residents lived in an unincorporated area in 2012 compared with 14% in 2000
- Services have not followed the shift in population
  - Less than 9% of purchased services are being provided to the unincorporated areas of the county while these areas make up about 17% of the total population
- Specific areas of high need can be strategically targeted for services (see map on next page)

Services can be targeted to impacted block groups and areas of very low or low opportunity.

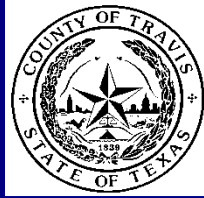




## Recommended Model: Family System of Care

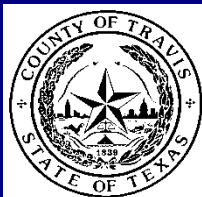
- Implement a **Family System of Care Model** to address multiple complex needs of whole families in an effort to create lasting, positive change for children in these families.
- Focus on **families with children in the outlying areas of Travis County**, targeting areas with very low/low opportunity.
- Goals address five existing HHS/VS social service issue areas:
  - Child and Youth Development
  - Workforce Development
  - Housing Continuum
  - Behavioral Health
  - Food and Transportation





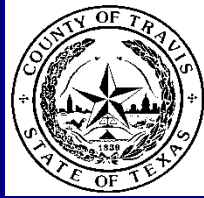
## Benefits of Recommended Model

- Builds on promising practices of System of Care and wraparound
- Is holistic and flexible to address any type of need
- Intentional dual generation strategy to addresses the needs of both parents and children
- Efficient and effective service delivery with coordination across services and among agencies
- Creates access to services in high need outlying areas of the County
- Potential to create significant, lasting impact for the families that are served



## Other Options

Option	Pro	Con
Across the board increase to existing contracts	<ul style="list-style-type: none"> <li>• Quick execution</li> <li>• Simple approach to increase investment in community</li> </ul>	<ul style="list-style-type: none"> <li>• Unlikely to demonstrate significant impact.</li> <li>• Maintains closed system</li> <li>• Significant administrative burden</li> </ul>
Apply to maintain current “single-term” funded services	<ul style="list-style-type: none"> <li>• Requires no action outside of regular renewal process</li> </ul>	<ul style="list-style-type: none"> <li>• Maintains closed system</li> <li>• Does not allow for review and prioritization based upon County priorities</li> <li>• Maintains existing services, does not expand</li> </ul>
Focus investment on one or two issue areas, with optional geographic targeting	<ul style="list-style-type: none"> <li>• Offers open process to potential providers</li> <li>• Allows focus on child and youth development and workforce development</li> <li>• Potential to create some significant impact within 2 priority areas</li> <li>• May target services to areas with very low/low opportunity</li> <li>• Acts as CDBG Fair Housing Activity if it addresses inequity in the CDBG service area</li> </ul>	<ul style="list-style-type: none"> <li>• Impacts only within limited issue area(s)</li> <li>• Requires a procurement process.</li> <li>• Takes about 5 months to put into place</li> <li>• Does not require a holistic approach for long term change</li> <li>• Limiting service area, if geographic targeting used</li> </ul>



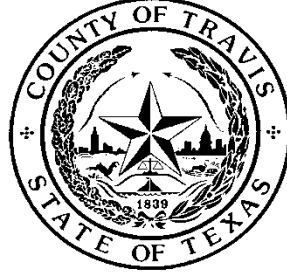
## Summary

### **Staff Recommendations:**

- The HHS/VS Department recommends implementing a Family System of Care model to serve families living in impacted block groups and low opportunity areas in the outlying areas of the county.
- The Department requests permission to offer a competitive bidding process to select vendors to implement this model using the allocated funding for new social service investments.

### **Next Steps:**

- Work with Purchasing to execute procurement process with a goal to implement new services starting October 1.



## Questions or Comments





# Travis County Commissioners Court Agenda Request

**Meeting Date:**

April 1, 2014

**Prepared By/Phone Number:**

Juanita Jackson/854-4467

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

Sherri E. Fleming,  
County Executive for Health and Human Services and Veterans Service

**Commissioners Court Sponsor:**

Judge Samuel T. Biscoe

**AGENDA LANGUAGE:**

Consider and Take Appropriate Action on Briefing from the Sustainable Food Policy Board On The Board's Annual Internal Review For The Period January 1, 2013 – December 2013.

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

The Sustainable Food Policy Board serves as an advisory body to the City Council and Travis County Commissioner's Court concerning the need to improve the availability of safe, nutritious, locally, and sustainably-grown food at reasonable prices for all residents, particularly those in need, by coordinating the relevant activities of city government, as well as nonprofit organizations, and food and farming businesses.

**STAFF RECOMMENDATIONS:**

Staff recommends this item.

**ISSUES AND OPPORTUNITIES:**

See attached report.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

See attached report.

**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](mailto:agenda@co.travis.tx.us) by **Tuesdays at 5:00 p.m.** for the next week's meeting.



## **Annual Internal Review**

**This report covers the time period of 1/1/2013 to 12/31/2013**

### **City of Austin/Travis County Sustainable Food Policy Board**

**The Board/Commission mission statement** (per the City Code) **is:**

The Board shall serve as an advisory body to the City Council and Travis County Commissioner's Court concerning the need to improve the availability of safe, nutritious, locally, and sustainably-grown food at reasonable prices for all residents, particularly those in need, by coordinating the relevant activities of city government, as well as non-profit organizations, and food and farming businesses.

- 1. Describe the board's actions supporting their mission during the previous calendar year. Address all elements of the board's mission statement as provided in the relevant sections of the City Code.**

The Sustainable Food Policy Board (SFPB) underwent an annual work planning process during the first quarter of 2013. The following are outcomes of that work plan, as well as a continuation of the activities from the previous year's work. Priority objectives and working groups were established as outlined in #2 below to work toward the board's far-reaching mission.

The 13-member volunteer board concentrated on strengthening economic vitality, social equity and natural resource protection in our local food system by engaging community stakeholders and expertise through working groups. This informed board recommendations to policy makers summarized below. Major accomplishments include: updating sustainable urban agriculture in the City's land use development code, detailing priorities based on recommendations from the Economic Impact of Austin's Food Sector report, facilitating the creation of an annual farmers market health permit and fee structure, and supporting budget allocations for a Food Policy Manager City staff position and efforts to increase local participation in, and economic impacts of, nutrition assistance programs such as Supplemental Nutrition Assistance Program (SNAP).

The SFPB continues to keep abreast of legislative developments at both the federal and state levels. Cuts or limitations to federal nutrition programs will have a direct effect on

the ability of Travis County citizens to remain food secure, and will affect both county and city budgets. Members of the board regularly meet with members of the state legislature and federal congressional delegation, as well as testify in committees on agriculture and nutrition issues. A summary of food-related legislation passed during the Texas 83rd Session was given at the Board's June 24, 2013 meeting.

<http://www.austintexas.gov/edims/document.cfm?id=193688>

In addition, the Board's food system-related input into the CDC Community Transformation Grant that was awarded to, and is administered by, HHSD, led to 10 mini-grants of \$2000 to support community work toward a more sustainable and just food system.

### **Working Group Highlights**

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#### *Food Security Working Group:*

The Food Security working group in 2013 included representation from the Austin-Travis County Health and Human Services Department, the Sustainable Food Center, Meals on Wheels and More, the Texas Hunger Initiative, Austin ISD, the Center for Public Policy Priorities, St. David's Foundation, and the Capital Area Food Bank of Texas. The group addressed issues related to nutrition programs outreach and access, food insecurity, and food deserts. Many of these issues were considered in the context of the Community Health Improvement Plan (CHIP) coordinated by the Austin-Travis County Health and Human Services Department. The Food Security working group will continue to be the primary body working on food access policies for the CHIP over the next two years. Related to the CHIP, a healthy food zone advisory group was formed to review best practices and make recommendations on creating healthy food zones around schools and other locations where children congregate. The Food Security working group also continued to advocate for increased funding for SNAP and WIC outreach as well as benefit incentive programs at area farmers markets. Although the city council did not adopt these recommendations wholly, members of the working group continue to work with members of the Public Health and Human Services Committee to address future budget recommendations.

#### *Community Engagement Working Group:*

The working group included members from the Texas Department of State Health Services, UT-Austin, and Sustainable Food Center. This year, the working group added a co-chair to help the group devise ways to facilitate community inputs and increase awareness of the board's work in the general public and help advertise ways to get involved. This included revising the draft of an Engagement Process Map for Community Stakeholders (and SFPB working group members), which outlines ways to connect SFPB members with communities of expertise and helps enable civic participation in the SFPB process. The group also updated/improved the SFPB web presence by adding a link on B&C site to Travis Co HHS site to promote cross traffic and created a "Get Involved" page. The working group solidified liaison/connections with City of Austin Office of Sustainability in order to make better use of existing social media channels and contacts to promote SFPB work. The group also created a "Community Partner Distribution List" and solicited community inputs to better reach potential workgroup members and alert them to items/events of interest. Finally, the CEOR workgroup hosted the Community

Engagement & Outreach event for Food Day 2013, which solidified the SFPB's first use of partner social media channels to promote the event through coordination with the Office of Sustainability. Co-chairs engaged and collated the feedback to help inform the 2014 work plan.

*Codes and Metrics Working Group:*

The working group, (formed in March of 2013) with Board Member Katherine Nicely as the chair and Heather Frambach (SUACG) and Kate Vickery (SUACG) as co-chairs, decided this year to take on the task to update the existing Urban Farm Ordinance. The first urban farm ordinance went into effect in the land development code in April 2000, making urban farms a permitted use in most zoning districts, including residential. The city's Planning Commission voted to initiate a process to update that ordinance on February 26, 2013. The 2013 draft Urban Farm Ordinance was created with extensive stakeholder input; drafts were reviewed by staff from the Office of Sustainability, Planning & Development Review, Code Compliance, Environmental Health, and Watershed Protection Department in July-August, 2013. The working group coordinated with City Staff as Watershed and PDRD and included them in as stakeholders throughout the process. Structure of working group: Advisory board and Stakeholder group. List is available per request.

The Working Group used a Context Sensitive Solutions and Public Involvement Approach. A series of four public engagement sessions in East Austin were organized. Session #1 (Animal Raising & Aquaponics-April 22); Session #2 (Site Requirements, Wholesaling & Labor-May 1); Session #3 (Byproducts, Environmental Health & Sustainability-May 15). A good sample of community members with an average of 70 people attending each meeting. Members of the working group also met with neighborhood groups, environmental justice activists, boards, commissions, city and county staff, and members of the region's varied urban food producers. A "process document" can be found here: <http://bit.ly/19hDDg9>. It served as backup throughout the process at: the Sustainable Food Policy Board (August 26-included public hearing), PC Codes & Ordinances subcommittee (September 17-included public hearing), Planning Commission (September 24-included public hearing), City Council Meeting (November 21-included public hearing). In addition, letters from stakeholders were received (<http://bit.ly/16YWRjV>).

The Urban Farm Ordinance went up for City Council on November 21, 2013 and passed with some changes. The ordinance honors and maintains the ability for the urban farm use to be allowed "in every zoning district". The ordinance creates market gardens, allows third-party sales of up to 20% of the farm stand's sales area and be produced in the state of Texas, urban farms can have up to two dwellings on the property, animal raising and processing: raising fowl, rabbits and fish (aquaponics only) allowed, but no processing or composting in single family use but can be allowed in commercial uses and other zoning categories, and urban farms (in SF) will be able to apply for up to six Temporary Use Permits per year to host non-educational outdoor events. Non-code recommendations were also made by the working group. These can be found here: <http://www.austintexas.gov/edims/document.cfm?id=193493>.

*Meat Processing Working Group:*

Farmers and others have been meeting to identify the roadblocks to raising and selling more local meat grown using sustainable methods. Recent meetings include a statewide gathering of farmers at the annual Texas Organic Farmers and Gardeners Conference held in Houston in January as well as a Poultry Processing Summit held in Elgin in February. Concerns tend to vary according to the size of the farm and its location. However, there was repeated concern over what is perceived as lack of support for 1) farmer-driven efforts to create mobile processing units and innovative, sustainable on-farm processing systems (e.g., zero-waste, humane, composting, etc.) and 2) existing small processing facilities.

Lack of support, includes:

- regulators who give conflicting and unclear information (e.g., “You ask three inspectors, you get three different answers.”);
- inappropriate regulations intended for massive factory processing systems enforced on small, family operations;
- perceived hostile county inspectors. (For instance, while the state controls meat manufacturing, counties and cities control retail distribution. Several participants identified Travis County as a particularly difficult county to work in because inspectors choose a strict interpretation of rules. Many initial participants in the working group requested anonymity fearing retribution from regulatory officials.)

Given concerns about confusing and punishing regulations, several growers from the working group lobbied the state’s Public Health Committee during the 2013 legislative session. The result was that HB 1392, called the DSHS Better Communications Act, passed and now requires the Department of State Health Services to respond to requests about how the food safety regulations apply to specific situations. HB 1392 also requires the agency to state its interpretation of the law, and to protect farmers who comply in good faith from being fined.

Going forward, the working group will prioritize farmers concerns and produce recommendations on what steps can be taken to help local meat farmers succeed, particularly in Travis County.

*Healthy and Local Food in City/County Venues:*

This group informed the board’s January 28, 2013 recommendation to Council and the Commissioner’s Court, which led to Austin City Council Resolution 20130228-038, The SFPB working group was then dissolved. An interdepartmental team charged with developing healthy and local food procurement policy recommendations began convening in March of 2013. Team included staff from: COA Purchasing, Building Services, Health and Human Services, Parks and Recreation, Economic Development, Convention Center, Human Resources, Aviation, Libraries, Office of Sustainability and Travis County. The Deputy Purchasing Officer, Yolanda Miller and HHSD Chronic Disease Prevention and Control Manager, Cassie DeLeon presented initial recommendations to PHHS on June 18, 2013 and to the City Manager on September 11, 2013. The recommendations were scheduled to be presented as a Council Briefing on

September 26, but were rescheduled to November 7. On November 4, the workgroup was notified that the Council Briefing was pulled from the agenda and is on hold until further notice.

<http://www.austintexas.gov/edims/document.cfm?id=191575>.

*Retail Capacity Building Working Group:*

This working group never got off the ground as intended. However, a related group (initiated in 2012) met throughout the year to developing a new annual farmers market permitting system and fee schedule. The group included SFPB representation, City staff from HHSD Environmental Health Services and stakeholders representing nine area farmers market. The group presented to PHHS on several occasions to ensure a fair farmers market ordinance that went into effect on November 4, 2013.

### **Board Recommendations and Letters**

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Available on the SFPB's web page: <http://www.austintexas.gov/page/sfpb-resources>

Follow-up Letter: SNAP Outreach/Enrollment Efforts and Incentives Funding (January 28, 2013)

Letter restates the SFPB's initial recommendation made in April 2012 to increase outreach/enrollment and funding of efforts to make more fresh food available for those eligible for nutrition assistance programs like SNAP and WIC.

<http://www.austintexas.gov/sites/default/files/files/Health/SustainableFood/SNAP%20Follow-up%20Letter%20to%20Mayor%20and%20Council.pdf>

*Food Security Chair, Kathy Green, summarized letter at February Council Public Health and Human Services (PHHS) Committee when HHSD related recommendations were presented.*

Healthy and Local Food Service Procurement Resolution (January 28, 2013)

Recommendation for City and County to adopt 100% health standards for all food and beverage served on city and county property to employees and/or the public, including vending and food service. and to work with the Office of Sustainability to develop practices and policies which encourage the City's purchase of food from local vendors and producers.

<http://www.austintexas.gov/sites/default/files/files/Health/SustainableFood/Healthy%20Local%20Food%20Resolution%20to%20Mayor%20and%20Council.pdf>

Land Use Development Code Urban Farm Update Resolution (January 28, 2013)

Recommendation that the Planning Commission initiate an amendment to clarify, update and revise language in Austin City Code 25-2-863 and 25-2-7 related to urban farms, especially concerning: livestock, size of farm, employees and dwelling. That the SFPB will work with the Planning Commission and City staff to review zoning for additional opportunities to increase local food production.

<http://www.austintexas.gov/sites/default/files/files/Health/SustainableFood/Urban%20Farm%20Definition%20Update.pdf>

Clarification of Economic Impact Analysis Recommendations (May 28, 2013)

Recommends that the City and County allocate the resources and staff direction necessary in the 2013-2014 fiscal year to accomplish these summarized priorities: Create infrastructure and facilities, support local farmers to help increase markets, and implement innovative and proven practices that improve access to healthy and local foods and reduce hunger.

[http://www.austintexas.gov/sites/default/files/files/Health/SustainableFood/Rec.\\_20130528-5Ar\\_Clarification.pdf](http://www.austintexas.gov/sites/default/files/files/Health/SustainableFood/Rec._20130528-5Ar_Clarification.pdf)

Memo and Support Document: Economic Impact of Austin's Food Sector (June 19, 2013). Additional guidance and resources to reach SFPB Recommendations of May 28, 2013.

Non-code recommendations - Urban Farm Land Use Update (July 22, 2013)

<http://www.austintexas.gov/edims/document.cfm?id=193493>

Farmers Market Permits Ordinance Fee and Sampling Recommendation (August 26, 2013)

Encourages the Austin City Council to ensure that when a farmer or vendor procures multiple permits to operate at multiple sites on the same day, that the fees be reduced on those subsequent permits; and that sampling of "farm produce" can be done without a permit in accordance with HB 1382.

<http://www.austintexas.gov/edims/document.cfm?id=195711>

SNAP Outreach/Incentives Budget Reconsideration Request (August 26, 2013)

Reiteration of recommendation that in its 2013/2014 fiscal budget the City allocate \$50,000 to expand the Double Dollar Incentive Program at farmers markets and provide funding and staff support to increase outreach and assistance efforts toward SNAP enrollment and redemption.

<http://www.austintexas.gov/edims/document.cfm?id=195710>

Reiteration of Non-code Recommendations to Fund SNAP Technology at Farm Stands and Assist Urban Farms with Certificates of Occupancy (November 25, 2013)

Recommendation that the City immediately allocate \$5,000 to fund the technology to accept SNAP and WIC benefits at existing farm stands and contribute with local organizations and funders to double those benefits so that \$1 of benefits buys \$2 of farm produce. Reiteration of recommendation that a City staff person assist current urban farmers in expeditiously obtaining necessary Certificates of Occupancy.

<http://www.austintexas.gov/edims/document.cfm?id=202236>

### **Board-Related Council Resolutions and Ordinances**

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Healthy and Local Food Service Procurement Resolution 20130228-038 (February 28, 2013)

The City Manager is directed to develop recommendations for a local and healthy food purchasing policy for the City of Austin and a healthy vending machine policy for City facilities. Included in the recommendations should be one option that ensures 100% healthy standards for all food and beverages served on city property, including vending and food service. The policy recommendations should be presented to the City Council Public Health and Human Services Committee before reporting to Council by May 30, 2013.

<http://www.austintexas.gov/sites/default/files/files/Health/SustainableFood/Local%20and%20Healthy%20Food%20Procurement%20Resolution%2020130228-038.pdf>

Food Sector Economic Impact Analysis Prioritization Resolution 20130411-038 (April 11, 2013)

The City Manager is directed to work with the SFPB to identify and prioritize recommendations from the Economic Impact of Austin's Food Sector Report; and to implement those recommendations that do not require budget amendments and work with the SFPB to identify short and long-term priorities and budget implications and report back to Council prior to the May 2, 2013 budget work session.

<http://www.austintexas.gov/edims/document.cfm?id=187319>

Implementation of SFPB and Staff EIA Priorities and Funding of FTE Resolution 20130627-080 (June 27, 2013)

The City Manager is directed to present options for funding in the FY2014 budget the creation of a city wide staff coordinator and implementation of the recommendations as prioritized by the Sustainable Food Policy Board and the city staff memo. The City Manager should consider FY2013 vacancy savings and reallocating unfilled part-time positions from other City food-related programs in order to limit the amount of new funding required for implementing these recommendations in FY2014.

<http://www.austintexas.gov/edims/document.cfm?id=193381>

Farmers Market Ordinance 20131024-016 (October 24, 2013)

Amends City Code Chapter 10-3 (FOOD AND FOOD HANDLERS) Regarding Regulation of Individual Vendors at Farmers' Markets.

<http://www.austintexas.gov/edims/document.cfm?id=199817>

Farmers Market Fees Amendment Ordinance 20131024-017 (October 24, 2013)

Adds New Health and Human Services Farmers Market Vendor Permit Fees

<http://www.austintexas.gov/edims/document.cfm?id=199818>

Amendments to City Code Chapters 3-2, 10-3, AND 14-7 Relating to Urban Farms. Ordinance 20131121-020 (November 21, 2013)

[http://www.austintexas.gov/sites/default/files/files/Health/SustainableFood/Ordinance\\_No.\\_20131121-020.pdf](http://www.austintexas.gov/sites/default/files/files/Health/SustainableFood/Ordinance_No._20131121-020.pdf)



**2. Determine if the board's actions throughout the year comply with the mission statement.**

The Sustainable Food Policy Board's actions this year comply with the mission statement.

**3. List the board's goals and objectives for the new calendar year.**

The Sustainable Food Policy Board will recommend policies that -

- 1) Increase farm land availability and preservation for sustainable food production - especially for potential farmers with limited resources and from diverse communities.
- 2) Improve food access via improved transportation, affordability, and distribution addressed at different scales through participation in CodeNEXT process.
- 3) Continue retail capacity work that educates and promotes traditional and non-traditional venues for healthy foods
- 4) Continue to promote enrollment and access to nutrition programs (including improving farmer access to/training on EBT technology)

The working groups created to help the board meet its goals and objectives for 2014 are as follows (including working group chairperson):

- Food Security/Kathy Green
- Distribution & Processing of Local Meats/Erin Flynn
- Community Outreach & Engagement/Brandon Reed
- Codes & Ordinances/Selena Booth
- Farmland Preservation and Access /Paula McDermott
- Retail Capacity/Dominique Bowman



## Travis County Commissioners Court Agenda Request

**Meeting Date:** April 1, 2014

**Prepared By/Phone Number:** Lisa Rush, Law Library Manager 854-9290

*S. Broberg*

**Elected/Appointed Official/Dept. Head:** Steven Broberg, Director of RMCR

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

### Proposed Motion:

CONSIDER AND TAKE APPROPRIATE ACTION ON AMENDING CHAPTER 38, LAW LIBRARY POLICIES.

### Summary and Staff Recommendation:

Records Management recommends that the current Chapter 38 Law Library Policies be repealed and replaced with the attached Chapter 38 Law Library Policies.

### Budget and Fiscal Impact:

A 24x16x10 airline baggage sizer costs \$165. A mobile storage locker costs \$890. Photos attached.

### Issues and Opportunities:

*Note: The proposed amendments have been posted in the Law Library and on the website.*

The replacement chapter updates the Law Library policy to address issues that have either arisen, or changed, since the current policy was adopted in 2009. The goal now, as it was in 2009, is a safe and pleasant environment for both patrons and employees.

#### Library Hours 38.002(b) – New

Clarifies that the County's business hours are Law Library's business hours and that Patrons may not stay past 5 p.m.

#### Computer Use 38.002(c) & 38.002(f) – Amendment

- General Use computers may substitute for legal research computers if too few research computers are available.
- Research computers may be dedicated to specific uses/websites such as e-filing.
- Patrons may not alter equipment nor load software on the computers.

#### Commercial Activity 38.003(j) – New

The Law Library may not be used for commercial activities.

#### Patron Belongings 38.003(k) – Amendment

- The amount of personal belongings carried into the Law Library is capped at one bag of 24x16x10 inches or a total volume of 3,840 cubic inches for multiple bags.
- County will not be responsible for personal belongings left in the Library.

#### Application & Enforcement of Policy 38.005 – New

Patrons are encouraged to provide feedback on the implementation and enforcement of the policy to the director of Records Management & Communication Resources

**Background:**

Chapter 38 was adopted in 2008 and amended in 2009. Proposed amendments were brought before Commissioners Court on January 28, 2014, Item #26, then posted in the Law Library and online for the month of February. The exception is 38.002(b), which was posted beginning Monday, March 17. The business/commercial use section was re-written by the County Attorney's Office. The Travis County courts were notified of the proposed changes.

**New Policies**

Sections 38.002(b), *Library Hours*, is intended to address the issue of a few patrons who *routinely* delay leaving as long as they can, despite warnings that the Library will close in 15 minutes, 10 minutes, 5 minutes, and 2 minutes. Staff may not leave for the day until all the patrons have left.

Section 38.003(f), *Commercial Use*, is intended to discourage patrons from setting up daily office hours in the Law Library, thereby preventing others from using tables and computers for hours every day. The intention is not to limit the use of the Law Library by those who need it for research, to prepare pleadings, to hold mediations, to make photocopies, etc. Indications that the Law Library is being used as a business office include:

- The Law Library receives mail addressed to these patrons and/or repeatedly receives phone calls for the patrons.
- Customers of the patrons ask librarians to locate the patron, take messages, or accept documents or money for the patron.

**Amended Policies**

Section 38.002(c), *Computer Use*, expands the number of research computers dedicated to such purposes as e-filing and to specific sites, such as TexasLawHelp.org. It allows General Use computers to be replicated for research use if too few research computers are available.

Section 38.003(k), *Personal Belongings*, caps the amount of personal belongings carried into the Law Library at one bag of 24x16x10 inches or a total volume of 3,840 cubic inches for multiple bags. Further, the County will not be responsible for personal belongings left in the Law Library.

The issue addressed is that there is not enough space in the Law Library to safely accommodate all of the personal belongs our patrons desire to bring into the Law Library. When patrons bring in piles of luggage or oversized bags the result is tripping hazards and crowded aisles. The luggage has the effect of "reserving" whole tables and computers when the patron leaves the Law Library.

The Law Library and Facilities Management have been communicating about the possibility of adding lockers to the Grange lobby area for visitors to store their additional personal belongings after construction is completed. As an interim solution, a mobile storage locker can be placed in the Law Library. Patrons would be expected to place oversize belongings in the mobile locker and remove their belongings from the mobile locker when they leave the Law Library.

**Required Authorization:**  
County Attorney's Office

cc: Facilities Management

**Exhibits:**

Photos of baggage sizer and mobile locker  
Red-lined Chapter 38  
Order replacing Chapter 38  
Chapter 38, redline changes accepted

## Exhibit Baggage Sizer



### Closed Cage Carry-On Baggage Sizer with Sign Panel

(Model # BSCC22149 AL and BSCC241610 AL)

#### Features

- » **4 Side Cage:** ensures accurate measurement of carry-on baggage.
- » **Felt on Bottom:** to protect floors airport floors from scratching.
- » **Top Bar Included:** to prevent signage poster from pulling out during use.
- » **Replaceable Poster:** to update branding or messages including TSA regulations, or specifics about baggage size requirements. Single sided standard, double sided optional. Poster priced separately.
- » **Clear Anodized (Silver) Aluminum Construction:** for easier handling by airport personnel and lower shipping costs.

#### Options

- » **Wheels:** for easy transport throughout the airport. Unit is stable when in use; tip to engage wheels (requires rubber feet.)
- » **Ruler Decal:** to measure unusually-sized luggage and other carry-on items.
- » **Rubber Feet:** keeps unit from sliding on airport floors.
- » **Custom Sizes Available:** for airlines outside the normal baggage sizer regulations, and transit companies with other size requirements.

### Closed Cage Baggage Sizer (Click on a Model Number to Request a Quote)

Model	Cage Size	Poster Size
<a href="#">BSCC22149-AL</a>	22" W x 14" H x 9" D	22" W x 28" H
<a href="#">BSCC241610-AL</a>	24" W x 16" H x 10" D	24" W x 28" H

## Example of Mobile Locker

Call Us 1.888.978.7759

Products
Account Tools
Help Center

Home

Material Handling

Trucks & Carts

Trucks-Security &

Little Giant® Mobile Storage

Little Giant® Mobile Storage

### Little Giant® Mobile Storage Locker 1 Center Shelf 30x60 Polyurethane Whls

Sold by: [globalindustrial.com](http://globalindustrial.com)

Stock No: WGB288078

Availability: Usually ships in 10 to 13 days

**Price: \$889.00**

# Chapter 38. Law Library<sup>1</sup>

Contents:

38.001	General Information 1
38.002	Services 1
38.003	Environment 3
38.004	Compliance with Laws, Violations 5
38.005	Application and Enforcement of Policy 5
38.006	Posting of Law Library Policy 5

## 38.001 General Information

The Law Library is intended for use by persons engaged in law-related research. The purpose of this policy is to ensure that Law Library patrons are provided a pleasant atmosphere ~~which that~~ facilitates ~~the performance of~~ legal research.

## 38.002 Services

(a) Intent to utilize resources. Patrons shall be engaged in activities associated with the use of a public law library while in the Law Library. Patrons not engaged in reading, studying, or using Law Library materials may be required to leave the Law Library.

~~(b)~~ Library Hours. The Law Library is open and staffed during County business hours of 8 a.m. to 5 p.m., Monday through Friday. Patrons who repeatedly delay exiting the Law Library until past 5 p.m. may have their library privileges restricted or suspended.

~~(c)~~ Computer Use. There are two use categories of computers: General Use and Legal Research.

~~(1) Use of Legal Research Computers.~~

~~(1A) General Use Computers. Computers labeled "General Use" may be used for non-legal research purposes. No time limit applies to use of General Use computers during the County business day with the following exceptions:~~

~~(A) If another patron needs to use the computers for legal research and no other legal research computer is available; or~~

~~(B) If, due to computer malfunctions or similar issues, two or fewer research computers are available for legal research.——The Law Library provides computers to aide patrons in their legal research. Use of the computers to play games, view pornography, or for other non-law related uses is not allowed and may lead to the patron being asked to leave or restricted from using the computers.~~

<sup>1</sup> Chapter 38 was replaced on 4/7/2009, (Item 11).

(2B) Legal Research Computers

- (A) All computers not labeled General Use are Legal Research computers.
- (B) Legal Research computers may be used for up to two (2) hours per County business day.
- (C) Patrons who are not attorneys, legal professionals, or law students may be required to have a Law Library staff member assist them in accessing and using online databases and/or conducting legal research.
- (D) Designated Legal Research computers. Computers designated as "Lexis-dedicated" or "Westlaw-dedicated" for specific databases, sites, and uses may must be used solely for the purpose of conducting legal research using those proprietary tools or for the use specified. Examples of specific sites/databases include Westlaw, Lexis, Texas.gov, and TexasLawHelp.org. Examples of specific uses include e-Filing and completing electronic forms. Research-designated computers may be used for up to two (2) hours per County business day. Patrons who are not attorneys, legal professionals or law students may be required to have a Law Library staff assist them in accessing and using online databases and/or conducting legal research.
- ~~(2) Use of General Use Computers: Computers labeled "General Use" may be used for non-legal research purposes. No time limit applies to use of General Use computers during the County business day.~~
- ~~(3) Use of of the any computers to view pornography or play games may will result in the patron lead the patron to being asked to leave and/or being restricted from using the computers.~~
- (34) Patrons who use the Law Library printers/copiers/scanners will be charged \$ .20 per printed page/image. If a patron has accumulated unpaid printing/scanning charges amounting to \$5.00 or more, the patron shall be restricted from printing/scanning until such time as the overdue sum is paid in full.
- (45) Computer use log: Law Library staff may maintain an electronic log of patron use of computers and internet access when required to document infractions of the policy.

(de) Circulation of Materials

- (1) The Law Library circulates materials to patrons who are current members of the State Bar of Texas and who present a valid membership card.
- (2) The Law Library shall discontinue circulating materials to patrons who fail to return materials.

- (3) Materials may be checked out for three business days. Materials marked "Reference" or "Library Use Only" may not be circulated.
- (4) Patrons who remove materials from the library without checking the materials out shall be asked to leave and restricted from returning.

(~~ed~~)

Fax Services. The Law Library takes reasonable steps to protect the confidentiality and privacy of faxes sent from the Law Library. However, if it comes to the attention of Law Library staff that a patron is sending faxes that, in the reasonable opinion of Law Library staff, are threatening in nature, the Law Library may discontinue providing the fax service to that patron permanently. All patron faxes will contain a cover sheet with this disclaimer:

"The information contained on the attached pages, which are being transmitted by a fax machine located in a Travis County Law Library, has been prepared, assembled, and compiled by a private citizen acting in his/her own capacity, without the control, direction, endorsement, sponsorship or control of Travis County. Travis County and the Law Library staff make no representation or warranty, express or implied, or assume any legal liability or responsibility for the contents of the information contained on these pages, nor for the accuracy, completeness, usefulness, timeliness, or fitness for any particular purpose of any such information. Travis County, and its officials, agents and employees shall not be liable for any loss or injury, however arising, resulting in whole or in part from the use of any information contained in the information being transmitted or from any reliance placed thereon."

(~~fe~~)

Equipment. Patrons shall not attempt to make repairs or alterations to Law Library computers, software, or equipment. ~~Patrons should instead ask staff for assistance.~~ All software must be loaded by staff.

(~~gf~~)

Telephones. The Law Library provides a public access telephone for use by patrons. Calls shall be limited to a maximum of ~~40~~5 minutes.

(~~hg~~)

Restricted Areas. Only public areas of the Law Library may be accessed by patrons. Patrons are restricted from entering: the Book Processing Room, Law Librarian offices, the corridor connecting the Law Library to RMCR offices, the area behind the Front Desk, and Copy Rooms.

### **38.003 Environment**

- (a) Disruptive behavior. Patrons shall respect the rights of other patrons. Patrons shall not harass or annoy other patrons, or otherwise behave in a manner which may be reasonably expected to disturb others.
- (b) Theft and vandalism. Patrons shall not write in, damage, remove pages, or mark on Law Library books or other Law Library property.
- (c) Noise. To avoid disturbing other Law Library patrons, patrons shall observe silence except when requesting assistance from the reference desk staff. Noise and loud or profane language will not be tolerated. Patrons who need to converse must do so quietly so as not to disturb others.

- (d) Solicitation. Selling and solicitation are prohibited in the Law Library.
- (e) Sleeping. Sleeping is prohibited in the Law Library.
- (f) Eating. Eating is prohibited in the Law Library. Beverages are permitted except in the computer area.
- (g) Children. Unattended children are not allowed in the Law Library. In the event that a child is left unattended for more than 15 minutes, Law Library staff shall notify the Travis County Sheriff's Office. Any adult who brings a child into the Law Library must supervise and monitor the child's behavior at all times.
- (h) Cell phones. Because ring tones can be loud, patrons' cell phones ~~should~~ must be set to "vibrate" or turned off. Any cell phone calls ~~should~~ must be made outside the Law Library as telephone conversations may ~~disrupt~~ disturb ~~the concentration of~~ other patrons. Patrons who receive a cell phone call ~~should~~ must step ~~into the hall~~ outside of the Law Library to hold the conversation.
- (i) Laptop computers. Laptops may be plugged in to draw AC power. The volume on all laptops must be set to "mute."
- (j) Commercial Activities. The Law Library shall not be used for commercial activities, which activities include using the library as a law or business office.
- (kj) Baggage Personal Belongings
  - (1) Patrons' personal belongings ~~should~~ must fit neatly under the table and may not take up so much space as to deny other patrons a seating opportunity at the same table.
  - (2) Walkways and aisles shall be kept clear and unobstructed by personal items.
  - (3) Suitcases ~~Sleeping bags~~, bedrolls, and blankets are not permitted in the Law Library.
  - (4) Bags larger than 18"x18"x10" (eighteen inches x eighteen inches x ten inches) are not permitted in the Law Library. Patrons must limit their carry-in items to those materials necessary to accomplish their legal research. For safety and security, carry-in items larger than 24 inches x 16 inches x 10 inches or having a combined volume of over 3840 cubic inches are not permitted in the Law Library.
  - (53) Patrons may not leave belongings unattended for more than 30 minutes or after 5:00 p.m. Law Library staff may remove the belongings left unattended more than 30 minutes and place them in the custody of County security personnel. Items that are left unattended shall be handed over to County security personnel. The County will not be responsible for any belongings that are lost or stolen. Arranging for the retrieval of such belongings shall be the sole responsibility of the patron.



(k) Hygiene/~~Offensive Behavior~~. Any patron, as well as the personal belongings of any patron, emanating an odor (including perfume) constituting a nuisance to other patrons and is detectable from more than eight (8) feet away may be asked to leave the library until the situation can be corrected. No spitting, cursing or other acts or behavior considered offensive in the reasonable opinion of Law Library staff will be permitted.

~~(l) Smoking. No smoking or use of tobacco products is permitted in the Law Library at any time.~~

#### **38.004 Compliance with Laws, Violations**

(a) Patrons shall comply with all federal, state, and local laws, rules, regulations and ordinances while in the Law Library, including without limitation:

- (1) copyright, trademark and other intellectual property laws governing access, use, duplication, manipulation, distribution or other handling of materials located in the Law Library or materials accessed through Law Library resources;
- (2) privacy and/or confidentiality laws applicable to electronic communications, cable and video technology and the internet; and
- (3) laws prohibiting cybersquatting, dilution, deceptive trade practices, unfair competition, and unlawful electronic or computer information transactions.

(b) Patrons who violate any such laws shall be asked to leave the Law Library and may be restricted from returning.

#### **38.005 Application and Enforcement of Policy**

~~A patron who violates the policy will be asked to leave the Law Library until such time as the patron, in the reasonable opinion of Law Library staff, is able to demonstrate an ability and willingness to comply with this policy. Any violation of this policy shall result in the responsible patron being asked to leave the Law Library until such time as the patron, in the reasonable opinion of Law Library staff, is able to demonstrate an ability and willingness to comply with this policy. Law Library staff members maintains an "incident log" in which all violations of this policy are recorded. Patrons who repeatedly violate this County policy may will be subject to additional Law Library access restrictions and/or restrictions on use of Law Library resources.~~

Patrons with questions about the amendment, application, or enforcement of the Law Library policies are encouraged to contact the director of Records Management and Communication Resources.

#### **38.006 Posting of Law Library Policy**

For patrons' information and convenience, a copy of this policy shall be posted in the Law Library, on the Travis County Law Library webpage, and on the entry screens of all Law Library computers.

**Order of the Travis County Commissioners Court  
Amending the Travis County Code, Chapter 38**

Pursuant to Chapter 2 of the Travis County Code, it is ordered that the Travis County Code is amended by repealing *Chapter 38. Law Library* policies and replacing it with the attached *Chapter 38. Law Library* policies.

The changes ordered shall become effective on April 1, 2014.

ORDERED on: (date) \_\_\_\_\_.

**Travis County Commissioners Court**

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Samuel T. Biscoe  
Travis County Judge

---

Ron Davis  
Commissioner, Precinct 1

---

Bruce Todd  
Commissioner, Precinct 2

---

Gerald Daugherty  
Commissioner, Precinct 3

---

Margaret Gómez  
Commissioner, Precinct 4

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    - (B) If, due to computer malfunctions or similar issues, two or fewer research computers are available for legal research.
  - (2) Legal Research Computers
    - (A) All computers not labeled General Use are Legal Research computers.
    - (B) Legal Research computers may be used for up to two (2) hours per County business day.

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<sup>1</sup> Chapter 38 was replaced on 4/7/2009, (Item 11).

- (C) Patrons who are not attorneys, legal professionals, or law students may be required to have a Law Library staff member assist them in accessing and using online databases and/or conducting legal research.
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- (3) Use of any computer to view pornography or play games will result in the patron being asked to leave or being restricted from using the computers.
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accuracy, completeness, usefulness, timeliness, or fitness for any particular purpose of any such information. Travis County, and its officials, agents and employees shall not be liable for any loss or injury, however arising, resulting in whole or in part from the use of any information contained in the information being transmitted or from any reliance placed thereon.”

- (f) Equipment. Patrons shall not attempt to make repairs or alterations to Law Library computers, software, or equipment. All software must be loaded by staff.
- (g) Telephones. The Law Library provides a public access telephone for use by patrons. Calls shall be limited to a maximum of 5 minutes.
- (h) Restricted Areas. Only public areas of the Law Library may be accessed by patrons. Patrons are restricted from entering: the Book Processing Room, Law Librarian offices, the corridor connecting the Law Library to RMCR offices, the area behind the Front Desk, and Copy Rooms.

**38.003 Environment**

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- (b) Theft and vandalism. Patrons shall not write in, damage, remove pages, or mark on Law Library books or other Law Library property.
- (c) Noise. To avoid disturbing other Law Library patrons, patrons shall observe silence except when requesting assistance from the reference desk staff. Noise and loud or profane language will not be tolerated. Patrons who need to converse must do so quietly so as not to disturb others.
- (d) Solicitation. Selling and solicitation are prohibited in the Law Library.
- (e) Sleeping. Sleeping is prohibited in the Law Library.
- (f) Eating. Eating is prohibited in the Law Library. Beverages are permitted except in the computer area.
- (g) Children. Unattended children are not allowed in the Law Library. In the event that a child is left unattended for more than 15 minutes, Law Library staff shall notify the Travis County Sheriff’s Office. Any adult who brings a child into the Law Library must supervise and monitor the child’s behavior at all times.
- (h) Cell phones. Because ring tones can be loud, patrons’ cell phones must be set to “vibrate” or turned off. Any cell phone calls must be made outside the Law Library as telephone conversations may disturb other patrons. Patrons who receive a cell phone call must step outside of the Law Library to hold the conversation.

- (i) Laptop computers. Laptops may be plugged in to draw AC power. The volume on all laptops must be set to “mute.”
- (j) Commercial Activities. The Law Library shall not be used for commercial activities, which activities include using the library as a law or business office.
- (k) Personal Belongings
  - (1) Patrons’ personal belongings must fit neatly under the table and may not take up so much space as to deny other patrons a seating opportunity at the same table.
  - (2) Walkways and aisles shall be kept clear and unobstructed by personal items.
  - (3) Sleeping bags, bedrolls, and blankets are not permitted in the Law Library.
  - (4) Patrons must limit their carry-in items to those materials necessary to accomplish their legal research. For safety and security, carry-in items larger than 24 inches x 16 inches x10 inches or having a combined volume of over 3840 cubic inches are not permitted in the Law Library.
  - (5) Patrons may not leave belongings unattended. Items that are left unattended shall be handed over to County security personnel. The County will not be responsible for any belongings that are lost or stolen. Arranging for the retrieval of such belongings shall be the sole responsibility of the patron.
- (l) Hygiene/Offensive Behavior. Any patron, as well as the personal belongings of any patron, emanating an odor (including perfume) constituting a nuisance to other patrons and is detectable from more than eight (8) feet away may be asked to leave the library until the situation can be corrected. No spitting, cursing or other acts or behavior considered offensive in the reasonable opinion of Law Library staff will be permitted.

**38.004 Compliance with Laws, Violations**

- (a) Patrons shall comply with all federal, state, and local laws, rules, regulations and ordinances while in the Law Library, including without limitation:
  - (1) copyright, trademark and other intellectual property laws governing access, use, duplication, manipulation, distribution or other handling of materials located in the Law Library or materials accessed through Law Library resources;
  - (2) privacy and/or confidentiality laws applicable to electronic communications, cable and video technology and the internet; and
  - (3) laws prohibiting cybersquatting, dilution, deceptive trade practices, unfair competition, and unlawful electronic or computer information transactions.
- (b) Patrons who violate any such laws shall be asked to leave the Law Library and may be restricted from returning.

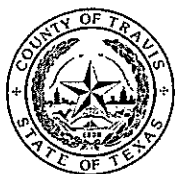
**38.005 Application and Enforcement of Policy**

A patron who violates the policy will be asked to leave the Law Library until such time as the patron, in the reasonable opinion of Law Library staff, is able to demonstrate an ability and willingness to comply with this policy. Law Library staff members maintain an "incident log" in which all violations of policy are recorded. Patrons who repeatedly violate County policy will be subject to additional Law Library access restrictions and/or restrictions on use of Law Library resources.

Patrons with questions about the amendment, application, or enforcement of the Law Library policies are encouraged to contact the director of Records Management and Communication Resources.

**38.006 Posting of Law Library Policy**

For patrons' information and convenience, a copy of this policy shall be posted in the Law Library, on the Travis County Law Library webpage, and on the entry screens of all Law Library computers.



## Travis County Commissioners Court Agenda Request

**Meeting Date:** March 31, 2014

**Prepared By/Phone Number:** Bob Moore 854-9387

**Elected/Appointed Official/Dept. Head:** Commissioner Gerald Daugherty

**Commissioners Court Sponsor:** Commissioner Gerald Daugherty

A handwritten signature in black ink, appearing to read "Gerald Daugherty", is written over the text of the sponsor information.

**AGENDA LANGUAGE:** Consider and take appropriate action on the appointment of Joe Lamoreux to the Emergency Services District #14 Board of Commissioners and serve immediately until December 31, 2015.

**BACKGROUND/SUMMARY OF REQUEST:**

**STAFF RECOMMENDATIONS:** to replace Ken Beck

**ISSUES AND OPPORTUNITIES:**

**FISCAL IMPACT AND SOURCE OF FUNDING:**

**ATTACHMENTS/EXHIBITS:** Resume

**REQUIRED AUTHORIZATIONS:**

N/A



**JOE LAMOREUX**  
15210 FM2769 • Volente, TX 78641  
512-657-4743 • [joe.lamoreux@gmail.com](mailto:joe.lamoreux@gmail.com)

**EXECUTIVE MANAGEMENT: Computer Hardware & CleanTech,  
P&L General Management, Operations, Strategic Planning**

Objective focused executive with more than 16 years of executive experience leading organizations to deliver new products and technologies to the market place within budget, cost and schedule commitments. Demonstrated success creating business / product roadmaps and establishing organizational alignment to deliver them. Start-up oriented leader with a track record of establishing scaleable business processes and governance in new organizations. Strengths include:

---

Product Development • P&L Management • Offshore Manufacturing • Business Process Development • Manufacturing Quality Management • Cross-Functional Team Management • M&A • Fundraising • Executive Proposals & Presentations

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**PROFESSIONAL EXPERIENCE**

**SolarBridge Technologies 2010 - Present**

Early stage start-up company producing and selling a micro-inverter product line to solar module companies for ACPV residential solar systems

**VP of Manufacturing Operations**

Manage supply chain operations and demand fulfillment. Responsible for Asia and US based manufacturing, product quality, and product reliability monitoring and management.

**THE PAPER BATTERY COMPANY, Troy, New York • 2008 – Present**

Early stage start-up company developing a new technology for application in super-capacitors and battery electrodes.

**Advisor**

Supported the CEO to develop early technology development plans including costs, timelines and staffing needs. Helped to identify competitive strengths and weaknesses of the IP and potential go-to-market product strategies. Introduced an expanded network of materials and testing resources.

**COLDWATT INCORPORATED, Austin, Texas • 2005 – 2008**

Venture capital backed start-up company delivering sophisticated, redundant, high efficiency power supplies for rack mounted data center applications.

**CEO & Board Director (2007-2008)**

Provided leadership to the company during early growth phase. Managed global operations including product development in Dallas and Bangalore, India; manufacturing operations in China; and a US and Taiwan based sales team. Built communication tools and processes to align the global team. Conducted monthly Board of Director meetings for approval and monitoring of operational plans. Led a bridge funding round leading to a successful merger into Flextronics in 2008.

- Met all board approved financial plans and sales forecasts
- Increased year-on-year revenue by approximately 100% while increasing margins and reducing operating expense and headcount
- Led the sale of the company to provide an exit for the investors
- Consolidated manufacturing operations with Flextronics in Shenzhen, China

#### **Vice President of Operations (2005-2007)**

Established company manufacturing and logistics operations. Upgraded staff with experienced talent. Outsourced manufacturing operations in Shenzhen and selected partners with logistics operations in Hong Kong for VAT tax benefit and price masking. Managed executive relationships with key suppliers. Implemented a phase-gate product development process as well a quality metric gated production ramp process. Staffed and implemented a Product Life-cycle Management tool with well documented processes to enable scalability.

- Established and staffed an operations Representative Office in Shenzhen, China
- Conceptualized and launched a program management structure and process
- Created a highly leveraged supply chain with very low capital and inventory funding
- Maintained a high level of supply continuity through effective management of A-class part manufacturers

#### **VALENCE TECHNOLOGY, Shanghai, China & Austin, TX • 2001 – 2005**

Turn-around situation: small cap. lithium-ion battery manufacturer with sales near zero and excessively high fixed operating expenses.

#### **COO and Chairman of two China-based Entities (2003 -2005)**

Directed research activities of new active materials development and drove cell construction transition from polymer to cylindrical for lower cost and better performance. Led system product development in Austin, TX and Shanghai, China targeted primarily at motive applications such as heavy hybrid electric vehicles. Relocated to China in 2005 to support the start-up and ramp of manufacturing operations in Suzhou after relocating them from Nevada and N. Ireland.

- Ensured continuity of active powder supply during transition of manufacturing operations from US/N. Ireland to China
- Directed the creation of a product development office in Shanghai, reducing expense and increasing development capacity
- Established outsourced manufacturing of cylindrical cells resulting in a highly leveraged supply chain model

#### **VP of Engineering (2001 – 2003)**

Took over polymer battery cell development operations in Nevada. Drove the development of a thermally stable iron-phosphate active material to replace other problematic materials. Drove the resolution of legacy packaging and electrolyte issues with problem solving techniques and structured design of experiments.

Staffed a systems engineering team in Austin, TX to execute a strategy to sell finished, system level products incorporating Valence cells rather than running a components business. Launched first notebook PC accessory product into indirect and retail channels in one year.

- Provided cross-functional technical leadership resulting in shippable products within one year
- Added battery pack and systems engineering capability to the company
- Implemented phase-gate development processes and Product Life-cycle Management tools

#### **DELL COMPUTER CORPORATION, AUSTIN, TEXAS • 1997 - 2001**

##### **Director of Engineering**

Designed, staffed and directed an in-house notebook design organization to create a credible alternative to incumbent, Taiwan based OEM suppliers resulting in estimated savings of \$140M in the first year of in-house product production in 1999. Elevated to run the consolidated notebook development organization in 1999 including OEM products. Significantly influenced product roadmaps for both commercial and consumer product families.

- Dramatically increased common use of parts and peripherals across products
- Enabled a striking reduction in OEM product cost
- Implemented common BIOS across all products to reduce development and support complexity
- Developed plastic tooling qualification practices that enabled compatibility and interchangeability of parts from multiple sources

#### **COMPAQ COMPUTER CORPORATION, HOUSTON, TEXAS • 1995 – 1997**

##### **Director, Portable PC Division**

Drove the concept and design of notebook mechanical chassis and a range of docking solutions for the enterprise product line. Managed an interdisciplinary group of industrial designers, mechanical engineers and project managers.

**IBM, Research Triangle Park (RTP), North Carolina • 1982 – 1995**

**Senior Engineering Manager, ThinkPad Division (1992 – 1995)**

Originated and staffed from scratch the notebook development team in RTP including hardware, software and publications development. Competed directly with IBM Japan for development projects. Developed IBM's first retail notebook PC offering and first line of value priced notebooks as well as the award winning ThinkPad 701 "Butterfly" sub-notebook computer.

**Other Engineering Positions • 1982 – 1992**

**EDUCATION & CREDENTIALS**

**Graduate courses toward MSM**  
North Carolina State University

**BS Mechanical Engineering**  
**Magna Cum Laude**  
North Carolina State University



## Travis County Commissioners Court Agenda Request

**Meeting Date:** April 1, 2014

**Prepared By/Phone Number:** Sara Krause/512-854-9230

**Elected/Appointed Official/Dept. Head:** Commissioner Bruce Todd

**Commissioners Court Sponsor:** Commissioner Bruce Todd

### **AGENDA LANGUAGE:**

Consider and take appropriate action on the appointment of Lessie Fitzpatrick to the Child Protective Services Board beginning immediately through the term expiration July 31, 2016.

**BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:** Ms. Fitzpatrick is an attorney, and has been practicing law as a litigator since 1999. She has served as the co-general counsel for the Arlington Independent School District in Tarrant county where she became familiar with some of the educational, health, and family issues that faced its economically disadvantaged students and how the district attempted to address those issues.

**STAFF RECOMMENDATIONS:** N/A

**ISSUES AND OPPORTUNITIES:** N/A

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

**REQUIRED AUTHORIZATIONS:** N/A



## Travis County Commissioners Court Agenda Request

**Meeting Date:** April 1, 2014

**Prepared By/Phone Number:** Beverly Evans / 854-9522

**Elected/Appointed Official/Dept. Head:** Rosemary Lehmborg, District Attorney

**Commissioners Court Sponsor:** Judge Biscoe

*Beverly Evans  
for  
Rosemary  
Lehmborg*

### AGENDA LANGUAGE:

Consider and take appropriate action on acceptance of a donation of \$10,000 from the Downtown Austin Alliance for the District Attorney's Office and authorize approval of associated special budgets for the District Attorney's office.

### BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The District Attorney's Office requests approval to accept a \$10,000 donation from the Downtown Austin Alliance (DAA). The DAA is presenting this donation to assist the District Attorney's Office in continuing the assignment of a full-time Assistant District Attorney position to the downtown area. This is the second of two donations from the DAA for FY14. The first donation was previously approved on the Court's 02/11/2014 agenda.

Since January, 2002 an Assistant District Attorney (ADA) has been dedicated to working on cases relating to violent crime, career criminals, narcotics and nuisance abatement matters in Austin's Downtown Business District. This ADA works closely with the Austin Police Department Downtown Area Command, the Downtown Crime Advisory Board and the downtown community to eliminate the illegal activity of known criminals, activities associated with the sale and distribution of narcotics, firearm violations, nuisance activities from downtown properties and other serious criminal offenses that endanger citizens and harm the quality of life downtown.

The donations from the Downtown Austin Alliance, as well as the funding provided through an interlocal agreement with the City of Austin, have assisted in enabling the District Attorney's Office to dedicate an Assistant District Attorney to this cooperative program. The donations and interlocal

funds are used to hire temporary staff to assist in covering the other responsibilities of the position.

We appreciate the donation of the Downtown Austin Alliance and look forward to the ongoing success of this community-based, multi-organizational approach to eliminating crime in the Downtown Business District.

**STAFF RECOMMENDATIONS:**

The staff recommends approval.

**ISSUES AND OPPORTUNITIES:**

N/A

**FISCAL IMPACT AND SOURCE OF FUNDING:**

The \$10,000 donation from the Downtown Austin Alliance will be used to hire temporary staff.

**REQUIRED AUTHORIZATIONS:**

N/A

**Downtown Neighborhood District Attorney Initiative  
Travis County District Attorney's Office**

**Update  
December 31, 2013**

**History/Goals of the Downtown Neighborhood DA Initiative**

The Travis County District Attorney's (TCDA) Downtown Neighborhood District Attorney Initiative (Downtown NDA) began in January 2002 with a Community Prosecution Leadership grant through the U.S. Department of Justice's Bureau of Justice Assistance. The goals of the project include to:

- Enhance the quality of life;
- Reduce crime;
- Enhance criminal justice processes;
- Partner with community stakeholders; and
- Enhance offender reentry processes in the downtown community.

The role of the Downtown NDA includes activities such as:

- developing opportunities to create partnerships with criminal justice and community stakeholders that will lead to enhancing the safety and quality of life downtown;
- providing assistance in development of effective investigative and search and arrest processes that lead to court-ready cases being filed;
- working with key stakeholders on development of strategies that impact safety and quality of life downtown; and
- serving as a link to trial courts to effectively communicate issues to prosecutors that impact the downtown community and leads to effective dispositions of cases.

Since 2003, the Downtown NDA program has been a public-private collaboration that includes funding from Travis County, City of Austin and the Downtown Austin Alliance. The donations from the Downtown Austin Alliance and the funding provided through an interlocal agreement with the City of Austin have allowed the District Attorney's Office to continue dedicating an Assistant District Attorney (ADA) to this cooperative program. The donations and interlocal funds are used to hire temporary staff to assist in covering the other responsibilities of the ADA position.

In February of 2010, Travis County Assistant District Attorney Jason English was assigned as the Downtown Neighborhood District Attorney. Other key TCDA staff participating in various programs and initiatives connected to the Downtown NDA program includes: John Neal (TCDA First Assistant District Attorney), Dayna Blazey (Director of TCDA Strategic Prosecution Division), Buddy Meyer (Director of TCDA Trial Bureau), Robert Smith (Director of TCDA Courts Division) and Darla Gay (TCDA Planning Manager for Community Justice Programs).



## Downtown Crime Trends

The geographical area covered by the Downtown NDA is the Austin Police Department's Downtown Area Command. In January of 2011, the Austin Police Department readjusted/reorganized their police sector boundaries and the boundaries for the Downtown Area Command policing sector (George Sector) were changed. The new boundary lines are: South—Town Lake, North-12th Street (west of IH 35) and 11th Street (east of IH 35, West—Lamar Blvd, and East—Chicon). As of December 31, 2013, the Austin Police Department reported:

- **City-wide:** Violent crime is down 9% from last year, and property crime down 6%.
- **George Sector:** Violent crime is down 30% from last year, and property crime is down 2%.

## Downtown NDA Highlighted Initiatives FY2013 as of 08-30-13

During FY 2012, there were several key initiatives that were launched or continued within the Downtown NDA program, the most notable is the initiative for downtown:

### **Downtown Crime Initiative** (May 2011-Dec 2015)

**Goal:** To improve the quality of life, enjoyment and safety of residents, businesses and visitors to the downtown entertainment area by reduction of drug, violent and public disorder crimes by coordinated, enhanced enforcement, prosecution and communication between the Austin Police Department (APD), Travis County District Attorney's office (TCDA) and residents, businesses and visitors to the area.

**Activities:**

- Created program/screening criteria:
  - Targeted Felony Offenses: Over 60 felony offenses are included in a list of target cases including offenses related to Part I violent crimes and property crimes as well as Part II offenses including narcotic, prostitution, and weapons-related offenses. In addition the targeted offenses include resisting/evading arrest, retaliation as well as those dealing with tampering with evidence.
  - Geographic Area of Offense: North-10th Street, South—Cesar Chavez, East—Comal Street, and West—North Lamar to Comal Street
  - TCDA NDA will review offense reports referred to our office and make appropriate punishment recommendations on cases (and the NDA may adopt specific cases for personal prosecution).
  - Felony drug offenses to be included in special prosecution initiative will be reviewed by APD and the NDA and factors to be taken in consideration for inclusion in the program include: prior arrest and criminal history, connection to drug dealing, occurrence on street in drug dealing area, quantity of drug, and whether the defendant is a known offender in downtown area.
  -
- Held five planning meetings and with key stakeholders.

- Engaged partners in development of the program including: Austin Police Department, Crime Records Unit of Austin Police Department, Travis County DA's Trial Court Division and Records Division.
- Developed process for tracking cases within the DA's Office in order to monitor outcomes and assess dispositions.

**Results/Impact (May 16th, 2011-December 31, 2013):**

- A total of 1130 cases have been reviewed and 806 cases accepted for the program.
- 324 cases of the reviewed were rejected for the program with 71% of those cases not meeting criteria for inclusion and 29% for not being within the target area.
- 654 cases have been disposed as of December 31, 2013:
  - 19% resulted in a sentence to TDCJ-Prison and 24% to TDCJ-State Jail facility (43% to TDCJ total).
  - 20% resulted in a sentence to Community Supervision, with 18% sentenced to the County Jail and dismissing 18% either outright or pursuant to a plea bargain on another case.



December 28', 2011:

**New program targets repeat offenders downtown**

**With downtown becoming more residential, prosecutors, neighbors and police team up to reduce crime.**

[http://www.statesman.com/news/local/new-program-targets-repeat-offenders-downtown-2064212.html?ctype=rss\\_ece\\_frontpage](http://www.statesman.com/news/local/new-program-targets-repeat-offenders-downtown-2064212.html?ctype=rss_ece_frontpage)

March 30', 2012:

**East Austin neighborhoods want downtown-style safety measures**

[http://www.statesman.com/news/local/east-austin-neighborhoods-want-downtown-style-safety-measures-2273101.html?ctype=rss\\_ece\\_frontpage](http://www.statesman.com/news/local/east-austin-neighborhoods-want-downtown-style-safety-measures-2273101.html?ctype=rss_ece_frontpage)

August 18', 2012:

**Anti-drug program — successful in other cities — facing doubters in East Austin**

[http://www.statesman.com/news/local/anti-drug-program-successful-in-other-cities-facing-2438000.html?ctype=rss\\_ece\\_frontpage](http://www.statesman.com/news/local/anti-drug-program-successful-in-other-cities-facing-2438000.html?ctype=rss_ece_frontpage)

July 12", 2012:

**Working 'The Corner': Neighbors and officials plan one more effort to save the neighborhood around 12th and Chicon**

<http://www.austinchronicle.com/news/2012-07-13/working-the-corner/Print/>

August 20th, 2012:

**WWGD?: APD and TCDA to Pursue Innovative Approach to Drug Enforcement in East Austin**

<http://oritsforbreakfast.blogspot.com/2012/08/wwgd-apd-and-tcda-to-pursue-innovative.html>

November 9e1, 2011:

**Accused tire slasher gets 10 years in prison**

[http://www.statesman.com/news/local/accused-tire-slasher-gets-10-years-in-prison-1959888.html?ctype=press\\_ece\\_frontpage](http://www.statesman.com/news/local/accused-tire-slasher-gets-10-years-in-prison-1959888.html?ctype=press_ece_frontpage)

**For additional information about the Travis County District Attorney's Office  
Downtown Neighborhood District Attorney Program:**

**Jason English**

**[Jason.english@co.travis.tx.us](mailto:Jason.english@co.travis.tx.us)**

**512-974-5257**



## Travis County Commissioners Court Agenda Request

**Meeting Date:** April 1, 2014

**Prepared By/Phone Number:** Tim Labadie 854.5864

**Elected/Appointed Official/Dept. Head:** David Escamilla, County Attorney

**Commissioners Court Sponsor:** Judge Sam Biscoe

### **AGENDA LANGUAGE:**

Receive briefing from County Attorney and give direction whether to intervene in cause number 2012V-091; Jose Hernandez, individually and next friend of Aldo Xavier Cruz v. Alan Jameson Cooper pending in Fayette County in order to obtain payment for STAR Flight services provided to Aldo Xavier Cruz. Executive Session also pursuant to Tex. Gov't Code § 551.071(1)(A).

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

N/A

**STAFF RECOMMENDATIONS:** N/A

**ISSUES AND OPPORTUNITIES:** N/A

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

### **REQUIRED AUTHORIZATIONS:**

Danny Hobby 854.9367



## Travis County Commissioners Court Agenda Request

**Meeting Date:** April 1, 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 Corrected Commissioners Court Minutes for the Voting Session of October 29, 2013, Item 3.c.

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

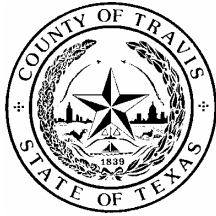
**STAFF RECOMMENDATIONS:**

**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](mailto:agenda@co.travis.tx.us) by **Tuesdays at 5:00 p.m.** for the next week's meeting.



# Corrected Minutes for the Travis County Commissioners Court Tuesday, October 29, 2013 Voting Session

Minutes Prepared by the Travis County Clerk  
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

## Call to Order

Meeting called to order on October 29, 2013, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Bruce Todd	Precinct 2, Commissioner	Present
Gerald Daugherty	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

## Citizens Communication

Members of the Court heard from:  
Morris Priest, Travis County resident  
Gus Peña, Travis County resident  
Carlos León, Travis County resident  
Melissa Velasquez, Executive Assistant, County Judge's Office  
Dr. John Kim, Travis County resident

## Special Items

1. Consider and take appropriate action on an order concerning outdoor burning in the unincorporated areas of Travis County.

Members of the Court heard from:  
Hershel Lee, Travis County Fire Marshal

*Clerk's Note: The County Judge announced that by taking no action, the prohibition against outdoor burning remains lifted.*

**RESULT: DISCUSSED**

## Transportation and Natural Resources Dept. Items

2. Consider and take appropriate action regarding a proposed disposition of unused and excess right-of-way comprised of a 0.135 acre (5,883 sq. ft.) parcel of land previously intended for Meister Lane near its intersection with Heatherwilde Blvd – requested by the City of Pflugerville for development of a roadway infrastructure improvement project in Precinct One. (Commissioner Davis)

*Clerk's Note: Judge Biscoe noted that by approving this Item, the Commissioners Court authorizes him to sign on behalf of the Court.*

**RESULT:           ADDED TO CONSENT**

3. Revised language: Consider and take appropriate action regarding capital improvements program projects:

- a. Funding for and direction to staff to complete negotiations for the second amendment to the Braker Lane II Participation Agreement in Precinct One (Commissioner Davis);

Members of the Court heard from:

Steve Manilla, County Executive, Transportation and Natural Resources (TNR)  
Travis Gatlin, Assistant Budget Director, Planning and Budget Office (PBO)

**MOTION:**           Approve staff's recommendation regarding Item 3.a, which is contained on page 3 of the backup memo; to negotiate an agreement which is consistent with the backup.

**RESULT:**           **APPROVED [UNANIMOUS]**

**MOVER:**           Ron Davis, Commissioner

**SECONDER:**       Bruce Todd, Commissioner

**AYES:**            Biscoe, Davis, Todd, Daugherty, Gómez

*Clerk's Note: The Court noted a funding shortfall of \$3,559,709. TNR has proposed that the source of funding would be surplus Precinct One bonds.*

*Judge Biscoe announced that Item 3.a would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.*

*Clerk's Note: Upon returning from Executive Session, no further action was taken on Item 3.a.*

- b. Funding for and direction to staff to complete negotiations for the first amendments to the Parmer Lane Participation Agreement and City of Austin Interlocal Agreement in Precinct One (Commissioner Davis); and

Members of the Court heard from:

Steve Manilla, County Executive, TNR  
Travis Gatlin, Assistant Budget Director, PBO  
Pete Dwyer, President, Dwyer Realty Companies  
Steve Sun, Assistant Public Works Director, TNR

**MOTION:**           Approve Item 3.b and direct staff to negotiate with the City of Austin regarding their cost share amount.

**RESULT:**           **APPROVED [UNANIMOUS]**

**MOVER:**           Ron Davis, Commissioner

**SECONDER:**       Bruce Todd, Commissioner

**AYES:**            Biscoe, Davis, Todd, Daugherty, Gómez

*Judge Biscoe announced that Item 3.a would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.*

*Clerk's Note: Upon returning from Executive Session, no further action was taken on Item 3.b.*

- c. Source of funding for The Wells Branch Parkway Project in Precinct Two. (Commissioner Todd)

Members of the Court heard from:

Steve Manilla, County Executive, TNR  
Travis Gatlin, Assistant Budget Director, PBO  
Tom Nuckols, Assistant County Attorney

**MOTION:** Approve staff's recommendation regarding Item 3.c.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Bruce Todd, Commissioner  
**SECONDER:** Gerald Daugherty, Commissioner  
**AYES:** Biscoe, Davis, Todd, Daugherty, Gómez

4. Consider and take appropriate action on the following request:
- a. A plat for recording: Sweetwater Ranch Section Two Village F2 final plat (long form final plat – 25 total lots – Pedernales Summit Parkway – no ETJ); and
  - b. A Travis County subdivision construction agreement between Travis County and WS-COS Development, LLC in Precinct Three. (Commissioner Daugherty)

**RESULT: ADDED TO CONSENT**

5. Consider and take appropriate action on a request to transplant a 30-inch diameter oak tree or replace it with an equivalent diameter of oaks to facilitate the completion of improvements to Frate Barker road in Precincts Three and Four. (Commissioners Daugherty and Gómez)

Members of the Court heard from:

Steve Manilla, County Executive, TNR  
Marvin Brice, Assistant Purchasing Agent  
Chiddi N'Jie, Senior Engineer, TNR  
Michael Fossum, Executive Director, Austin Heritage Tree Foundation  
Zoila Vega-Marchera, Austin Heritage Tree Foundation  
Brooke Huguley, Travis County resident  
Cathy (last name unintelligible), Travis County resident  
Jessie Rainwater, Travis County resident  
Brittany Huguley, Travis County resident  
Tracy Huguley, Travis County resident  
Vikki Goodwin, Travis County resident  
Pam Baggett, Travis County resident  
Cynthia Wilcox, Travis County resident  
Peggy Maceo, Travis County resident

*Clerk's Note: The Court directed Staff to look at the two estimates for the tree removal and try to figure out a way to legally come in at the lower estimate. The Court also requested a breakdown of what is contained in the two estimates and communicate with the low-bid contractors about pulling the tree planting cost from the bid, communicate with TxDOT, and be prepared to update the Court on Tuesday, November 5, 2013. Further, the Purchasing Department is directed to meet with the County Attorney's Office and the Transportation and Natural Resources Department regarding this issue.*

**RESULT: DISCUSSED**

**Reset for: 11/5/2013**

6. Consider and take appropriate action regarding a license agreement with the Circuit of the Americas for the use of Richard Moya Park as a bicycle staging area for cyclists who will ride shuttle buses to the F1 races on November 15 through 17, 2013 in Precinct Four. (Commissioner Gómez)

**RESULT: ADDED TO CONSENT**



7. Consider and take appropriate action on a request for variance to County on-site sewage facility regulations to allow a second single family residence to be placed on less than two acres at 16409 Jacobson Road in Precinct Four. (Commissioner Gómez)

**RESULT:           ADDED TO CONSENT**

#### **Justice and Public Safety Items**

8. Consider and take appropriate action regarding the following fire record management project interlocal agreements between Travis County and emergency services districts and mutual business associate agreements between Travis County and emergency services districts:
  - a. Emergency Services District Number 1;
  - b. Emergency Services District Number 3;
  - c. Emergency Services District Number 4;
  - d. Emergency Services District Number 5;
  - e. Emergency Services District Number 10;
  - f. Emergency Services District Number 12; and
  - g. Emergency Services District Number 14.

**RESULT:           ADDED TO CONSENT**

#### **Health and Human Services Dept. Items**

9. Consider and take appropriate action on a request to continue the administration and planning project, social work project and fair housing project of the Community Development Block Grant for the 2013 Program Year with internal Health and Human Services and Veterans Service Department resources until a decision regarding the Program Year 2013 CDBG grant is received and a fully executed contract is obtained from HUD.

**MOTION:**           Approve Item 9.  
**RESULT:**           **APPROVED [UNANIMOUS]**  
**MOVER:**           Gerald Daugherty, Commissioner  
**SECONDER:**       Samuel T. Biscoe, Judge  
**AYES:**            Biscoe, Davis, Todd, Daugherty, Gómez

10. Consider and take appropriate action on items related to the Program Year 2012 Consolidated Annual Performance Evaluation Report for the Community Development Block Grant provided by HUD:
  - a. Request to approve November 25 through December 9, 2013 as the 15-day public comment period for the public to review and comment on the draft;
  - b. Request to approve a public hearing date on December 3, 2013, at 9:00 a.m. in the Travis County Commissioners Courtroom to receive public comment; and

**RESULT:           ADDED TO CONSENT**

- c. Request to approve the advertisement announcing the public hearing date and 15 day public comment period in newspapers of general circulation: Austin Chronicle, Pflugerville Pflag, Hill Country News, Lake Travis View, Oak Hill Gazette, Westlake Picayune, The Villager, Ahora Si, and El Mundo.

Members of the Court heard from:

Gus Peña, Travis County resident  
Sherri Fleming, County Executive, Travis County Health and Human Services & Veterans Service (TCHHS&VS)  
Christy Moffett, Planning Project Manager, TCHHS&VS

**MOTION:** Approve Item 10.c  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Margaret J. Gómez, Commissioner  
**AYES:** Biscoe, Davis, Todd, Daugherty, Gómez

### Planning and Budget Dept. Items

11. Consider and take appropriate action on budget amendments, transfers and discussion items.

**RESULT: ADDED TO CONSENT**

12. Approve requests regarding grant programs, applications, contracts and related special budgets, and permissions to continue:
  - a. Annual contract with the Office of the Governor, Criminal Justice Division, to continue the Trauma Informed Assessment and Response Program in Juvenile Probation Department;
  - b. New contract with the Office of the Governor, Criminal Justice Division, to continue the Eagle Soars program in Juvenile Probation Department; and
  - c. New contract with the Office of the Governor, Criminal Justice Division, to continue the Enhancing Services for Victims of Crime In Juvenile Probation Department.

**RESULT: ADDED TO CONSENT**

13. Consider and take appropriate action on the following for the Human Resources Management Department:
  - a. Proposed routine personnel amendments; and
  - b. Non-routine salary adjustment from Constable Precinct Two office for a variance to Travis County Code Section 10.03002, Salary Adjustment Greater than 10% Above Midpoint.

*Clerk's Note: Judge Biscoe noted that in Item 13.a, the Human Resources Department (HRMD) requested that Position 30003127 be pulled from consideration.*

**RESULT: ADDED TO CONSENT**

14. Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$701,263.92 for the period of October 11 to October 17, 2013.

**RESULT: ADDED TO CONSENT**



21. Approve contract award for engineering design services for the Bee Creek Road at Bee Creek Bridge project, RFQ No. Q110243-LP, to the highest qualified firm, Klotz Associates, Inc.

**RESULT:           ADDED TO CONSENT**

22. Approve Modification No. 2, an assignment of Contract No. 4400000545 (H.T.E. Contract No. MA120135SW) from 8x8, Inc. to the IRC Company, Inc. (dba Black Lotus Communications, Inc.).

**RESULT:           ADDED TO CONSENT**

23. Authorize Purchasing Agent to commence negotiations with the most highly qualified firm, Binkley-Barfield Inc., for engineering services in response to RFQ No. Q1306-018-LP, Hamilton Pool Road safety improvements.

Members of the Court heard from:

Steve Manilla, County Executive, TNR

**RESULT:           DISCUSSED**

**Reset for: 11/5/2013**

24. Approve modification No. 14 to Contract No. 4400000074 (H.T.E. Contract No. 10K00250LP), STR Constructors, for Milton Reimers Ranch Park.

**RESULT:           ADDED TO CONSENT**

25. Approve contract award for mechanical, electrical, plumbing engineering services for domestic water boiler replacement at Travis County Correctional Complex Building 400 (12) to Encotech Engineering Consultants, Inc.

**RESULT:           ADDED TO CONSENT**

26. Approve Modification No.10 to Interlocal Agreement No. 4400000354, Austin Independent School District, for afterschool care.

**RESULT:           ADDED TO CONSENT**

**Other Items**

27. Consider and take appropriate action on reappointment Ofelia Elizondo to Place Three on the Strategic Housing Finance Corporation Board of Directors for a term to run from January 1, 2014 to December 31, 2019. (Commissioner Daugherty)

**RESULT:           ADDED TO CONSENT**

28. Consider and take appropriate action regarding a joint election agreement for the November 5, 2013 Joint General and Special Elections with Travis County and 13 participating entities:

- a. City of Austin;
- b. City of Bee Cave;
- c. City of Jonestown
- d. City of Leander;
- e. City of Rollingwood;

- f. City of Round Rock;
- g. City of Sunset Valley;
- h. Village of Point Venture;
- i. Village of the Hills;
- j. Village of Volente;
- k. Marble Falls Independent School District;
- l. Pilot Knob Municipal Utility District #4 (establishing election); and
- m. Travis County Emergency Services District #4.

**RESULT: ADDED TO CONSENT**

29. Consider and take appropriate action regarding the appointment of presiding judge, alternate presiding judge, manager, assistant manager and tabulation supervisor of the Central Counting Station and presiding judge and alternate presiding judge, and members of the Early Voting Ballot Board for the November 5, 2013 General and Special Elections.

**RESULT: ADDED TO CONSENT**

30. Consider and take appropriate action regarding the appointment of presiding judge, alternate presiding judges to fill vacancies for the November 5, 2013 Joint General and Special Elections.

**RESULT: ADDED TO CONSENT**

31. Receive Fiscal Year 2014 State Forfeited Property Account budget from the Travis County Sheriff's Office in accordance with the provisions of Article 59.06(D) of the Texas Code of Criminal Procedure.

**RESULT: ADDED TO CONSENT**

### **Executive Session Items**

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

*Note 1: Gov't Code Ann 551.071, Consultation with Attorney*

*Note 2: Gov't Code Ann 551.072, Real Property*

*Note 3: Gov't Code Ann 551.074, Personnel Matters*

*Note 4: Gov't Code Ann 551.076, Security*

*Note 5: Gov't Code Ann 551.087, Economic Development Negotiations*

32. Consultation with County Attorney and take appropriate action concerning the extension of administrative leave with pay for Health and Human Services employee, Slot 30005370. <sup>1 and 3</sup>

*Judge Biscoe announced that Item 32 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.074, Personnel Matters.*

**MOTION:** Approve the request for 38 days of leave with pay, 28 of which have already occurred.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Gerald Daugherty, Commissioner  
**AYES:** Biscoe, Davis, Todd, Daugherty, Gómez

33. Consider and take appropriate action concerning the settlement offer regarding payment for Star Flight services rendered to Robin Arnott. <sup>1</sup>

**RESULT: POSTPONED** **Reset for: 11/5/2013**

34. Consider and take appropriate action concerning the settlement offer regarding payment for Star Flight services rendered to Elizabeth Gray. <sup>1</sup>

**RESULT: POSTPONED** **Reset for: 11/5/2013**

35. Consider and take appropriate action concerning the settlement offer regarding payment for Star Flight services rendered to Julia Guardione. <sup>1</sup>

**RESULT: POSTPONED** **Reset for: 11/5/2013**

36. Consider and take appropriate action concerning the settlement offer regarding payment for Star Flight services rendered to Julia Courtney. <sup>1</sup>

**RESULT: POSTPONED** **Reset for: 11/5/2013**

37. Consider and take appropriate action regarding the use of the Exposition Center as remote parking lots for the Circuit of the Americas for the November 14, 15 and 16, 2013 Formula One events. <sup>2</sup>

*Judge Biscoe announced that Item 37 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.*

**MOTION:** Approve the proposed contract.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Ron Davis, Commissioner  
**AYES:** Biscoe, Davis, Todd, Daugherty, Gómez

### Consent Items

**MOTION:** Approve the following Consent Items: C1–C4 and Agenda Items 2, 4.a–b, 6, 7, 8.a–g, 10.a–b, 11, 12.a–c, 13.a–b, 14, 15.a–b, 17, 20, 21, 22, 24, 25, 26, 27, 28.a–m, 29, 30, 31, and A1.  
**RESULT:** **ADOPTED [UNANIMOUS]**  
**MOVER:** Gerald Daugherty, Commissioner  
**SECONDER:** Margaret J. Gómez, Commissioner  
**AYES:** Biscoe, Davis, Todd, Daugherty, Gómez

- C1. Receive bids from County Purchasing Agent.

- C2. Approve payment of claims and authorize County Treasurer to invest County funds.

- C3. Approve the Commissioners Court Minutes for the Voting Session of October 15, 2013.
- C4. Approve setting a public hearing on Tuesday, November 19, 2013 to receive comments regarding a request to authorize the filing of an instrument to vacate the five-foot wide public utility easements located along the rear lot lines of lots 3 through 8, block D of the re-subdivision of Baldwin's Point in Precinct Two. (Commissioner Todd)

**Added Items**

- A1. Consider and take appropriate action on memorandum of understanding with St. Edwards University for the placement of social work interns in the Travis County Health and Human Services and Veterans Service Department.

**RESULT:           ADDED TO CONSENT**

**Minutes approved by the Commissioners Court**

\_\_\_\_\_

Date of Approval

\_\_\_\_\_

Samuel T. Biscoe, Travis County Judge



# Travis County Commissioners Court Agenda Request

**Meeting Date:** April 1, 2014

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

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

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

**Sponsoring Court Member:** Commissioner Daugherty, Precinct Three

**AGENDA LANGUAGE:** Approve setting a public hearing on Tuesday, April 22, 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 884 and 885 of Apache Shores, Section 2 – 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 884 and 885 of Apache Shores, Section 2. The easements are dedicated per plat note. Lots 884 and 885 front on Long Bow Trail, a street maintained by Travis County.

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

## **STAFF RECOMMENDATIONS:**

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

## **ISSUES AND OPPORTUNITIES:**

According to the request letter the owner would like to construct a deck attached to the existing home located on Lot 885. The proposed deck would extend into Lot 884 crossing the common lot line and encroaching into said easements. 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	Program Manager	TNR - Permits	(512) 854-7565

**SM:AB:ps**

**1101 - Development Services Long Range Planning - Apache Shores, Section 2**

**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 884 and 885 of Apache Shores Section 2 as recorded at Book 48, Page 58 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 April 22, 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 884 and 885 of Apache Shores, Section 2, as shown and described in the attached field notes and sketch, are hereby vacated.

ORDERED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014.

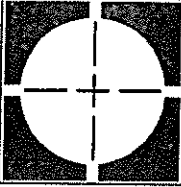
\_\_\_\_\_  
SAMUEL T. BISCOE, COUNTY JUDGE

\_\_\_\_\_  
COMMISSIONER RON DAVIS  
PRECINCT ONE

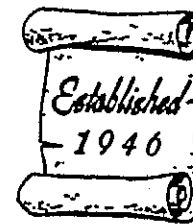
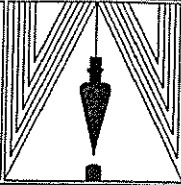
\_\_\_\_\_  
COMMISSIONER BRUCE TODD  
PRECINCT TWO

\_\_\_\_\_  
COMMISSIONER GERALD DAUGHERTY  
PRECINCT THREE

\_\_\_\_\_  
COMMISSIONER MARGARET GOMEZ  
PRECINCT FOUR



**WATSON SURVEYING**  
9501 CAPITAL OF TEXAS HWY.  
SUITE 303 AUSTIN, TX 78759  
346-8566 FAX 346-8568



PARTIAL RELEASE OF A PUBLIC UTILITY EASEMENT

FIELD NOTES FOR 1508 SQUARE FEET OF LAND, MORE OR LESS, OUT OF A PUBLIC UTILITY EASEMENT, LOCATED IN LOTS 884 AND 885, APACHE SHORES SECTION 2, A SUBDIVISION RECORDED IN VOLUME 48, PAGE 58, PLAT RECORDS OF TRAVIS COUNTY, TEXAS, SAID 1508 SQUARE FEET DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a  $\frac{1}{2}$ " steel pin with cap found at the mutual west corner of said Lots 884 and 885, PROCEEDING N75°13'00"E 10.00 feet with the mutual lot line of said lots, to a computed point in the east line of a 10 foot wide public utility easement (PUE), for the POINT OF BEGINNING hereof:

THENCE N14°46'46"W 5.00 feet with said east line of 10-foot PUE to a computed point in the north line of a 5 foot wide PUE on Lot 885, for the northwest corner hereof;

THENCE N75°13'00"E 150.84 feet with said north line of 5-foot PUE, through Lot 885, to a computed point in the west line of a 7.5 foot wide drainage easement, for the northeast corner hereof;

THENCE S14°29'31"E 10.00 feet with said west line of 7.5 foot drainage easement, crossing from Lot 885 into Lot 884, to a computed point on the south line of a 5 foot wide PUE on Lot 884, for the southeast corner hereof;

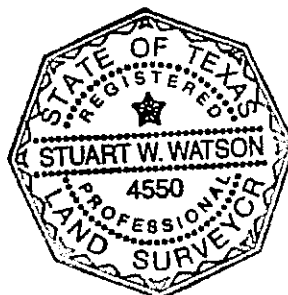
THENCE S75°13'00"W 150.79 feet with the south line of said 5 foot PUE, through Lot 884, to a computed point on the east line of a 10 foot wide PUE, for the southwest corner hereof;

THENCE N14°46'46"W 5.00 feet with said east line of 10 foot PUE to the POINT OF BEGINNING, containing 1508 square feet of land, more or less.

Bearing basis is mutual line of Lots 884 and 885 on recorded plat (48/58)  
See accompanying sketch for more information

Field notes prepared 13 February 2014 by:

  
Stuart Watson, RPLS 4550





**WATSON SURVEYING**  
 9501 CAP OF TEX HWY, #303  
 AUSTIN, TEXAS 78759  
 PHONE (512) 346-8566

REFERENCE: L885--REL

SKETCH TO ACCOMPANY FIELD NOTES FOR 1508 SQUARE FEET OF LAND OUT OF LOTS 884 AND 885, APACHE SHORES SECTION 2, A SUBDIVISION RECORDED IN VOLUME 48, PAGE 58, PLAT RECORDS OF TRAVIS COUNTY, TEXAS



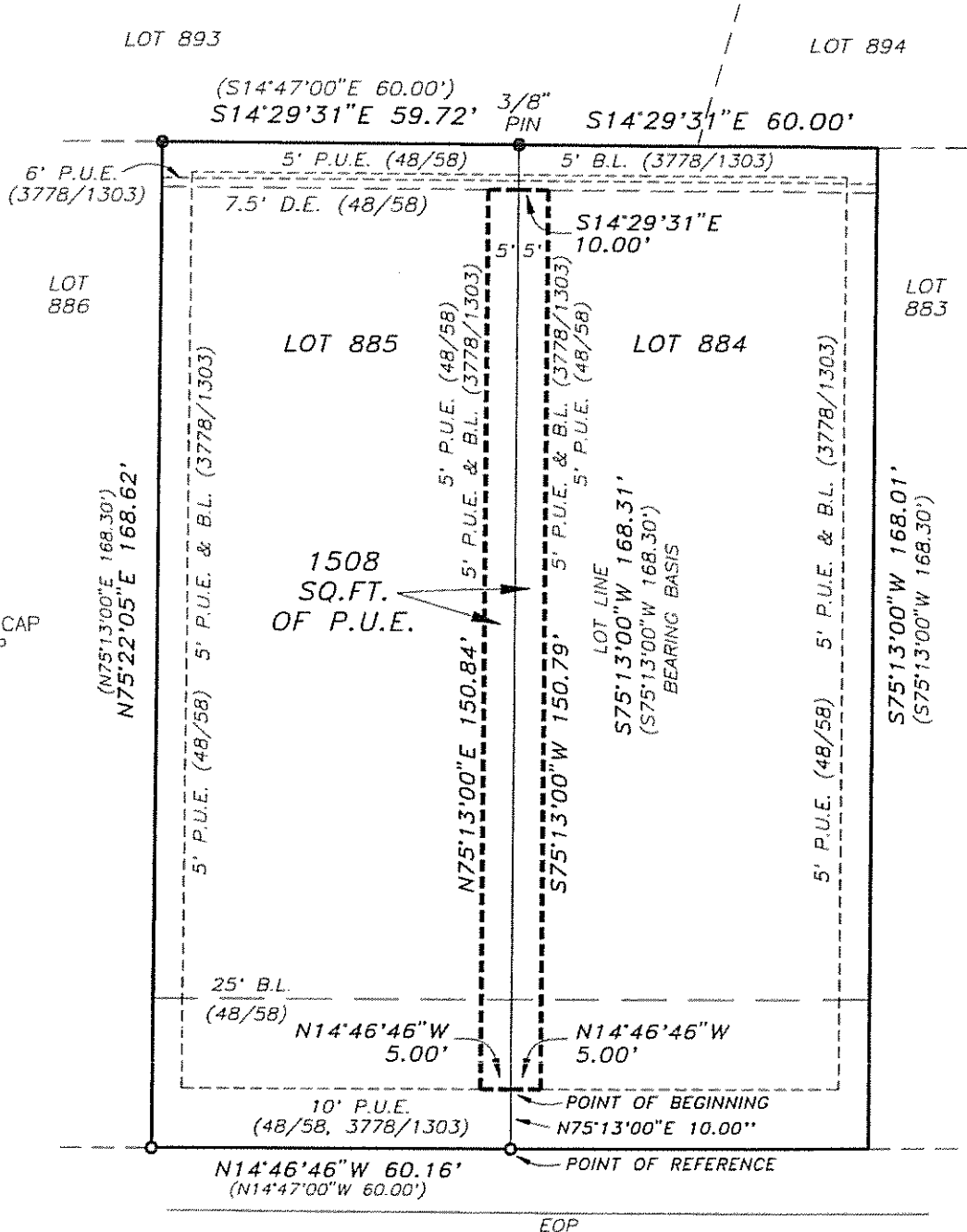
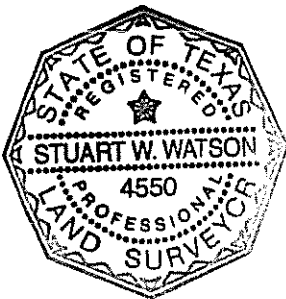
SCALE: 1"=30'

BEARING BASIS IS FROM PLAT (48/58)

ALL COURSES ARE RECORD, UNLESS OTHERWISE NOTED.

**LEGEND**

- 3/8" STEEL PIN FOUND
- 1/2" STEEL PIN FOUND W/CAP
- ⊙ 1/2" STEEL PIN SET W/CAP
- ⊕ 60D NAIL SET
- B.L. BUILDING SETBACK LINE
- U.E. UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- X- FENCE
- E- OVERHEAD UTILITIES
- ( ) RECORD INFORMATION
- EOP EOP OF PAVEMENT
- WM WATER METER

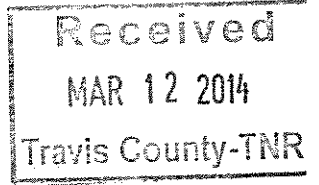


LONG BOW TRAIL  
 (50' R.O.W.)

DATED THIS 13 DAY OF FEBRUARY, 2014:

*Stuart Watson*

STUART W. WATSON, REGISTERED  
 PROFESSIONAL LAND SURVEYOR,  
 TEXAS LICENSE NUMBER 4550



Transportation and Natural Resources  
700 Lavaca Street  
Travis County Administration Building  
P.O. Box 1748  
Austin, TX 78767

March 3, 2014

To Whom It May Concern:

I am writing to request an easement vacation on the two lots that I own in Apache Shores, Section 2, Lots 884 and 885. The home is located on lot 885, with an address of 2805 Long Bow Trail, Austin, Tx. 78734. I am also the owner of lot 884, an adjacent lot. We hope to build an elevated deck that attaches to the home, and extends across the easement.

Please find enclosed a metes and bounds description and a sketch of the plat.

Easement Requirement Statements have been sent to four utilities, who have not yet responded, including:

- At & T
- Time Warner Cable
- Austin Energy
- Travis Co. Water Control, District 17

I will forward that information as it is returned to me. I'd be glad to provide additional information as needed, so feel free to contact me through the contact information listed below.

Sincerely,

A handwritten signature in cursive script that reads "Joan Wagner".

Joan Wagner

2805 Long Bow Trail  
Austin, TX 78734  
(512) 809-3581  
joanwagner2@hotmail.com



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: 1-29-13

A release of the following utility easement(s) is hereby requested.  
(\$30.00 fee is required)

Property Address: 2805 Long Bow Trail

Legal Description: Austin, TX 78734

Lots 884 + 885 (House built on Lot 885)  
A plat drawing with the easement highlighted must accompany this application. *Easement Release on Lots 884 + 885*

Applicant Name: Joan Wagner

Address: 2805 Long Bow Trail  
Austin, Tx.

Reason for Request: Hope to build across easement with a deck from edge of house crossing into other lot. Eventually will want to put a new driveway into undeveloped Lot # 884

Water District 17 **DOES NOT** have a need for an easement on the property as described in the accompanying document. The easement(s) is (are) hereby released.

Water District 17 **DOES** have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Henry Marley 3.4.14  
Signature Date

Reviewer: Henry Marley

Deborah S. Gemes 3/5/14  
Signature Date

Deborah S. Gemes

Printed Name  
General Manager

Title

Please return this completed form to:

Phone: as listed  
Fax: above  
Email: \_\_\_\_\_

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City/State/Zip



**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 2805 Long Bow Trail, Austin TX 78734 (address) and/or Lots 884 & 885, Apache Shore Section 2 (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  
 March 13, 2014  
 \_\_\_\_\_  
 Date  
 \_\_\_\_\_  
 Joan Wagner Trustee  
 \_\_\_\_\_  
 Name  
 2805 Long Bow Trail  
 \_\_\_\_\_  
 Address  
 Austin, TX 78734  
 \_\_\_\_\_  
 City/State/Zip

Please return this completed form to:

cc: joanwagner2@hotmail.org



**SOUTHWESTERN BELL TELEPHONE COMPANY**

**PARTIAL RELEASE OF EASEMENT**

THIS RELEASE OF EASEMENT, entered into by SOUTHWESTERN BELL TELEPHONE COMPANY, a Delaware corporation, GRANTOR, AND Joan Wagner, Trustee of Joan Wagner Living Trust, 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 884 and 885, Apache Shores, Section 2, Deed of record in Documents 2013186992 and 2014021007, Property Records of Travis County, Texas

Said land of GRANTEE being subject to:

Easements recorded in Volume 48, Page 58, Plat Records of Travis County, Texas,

The portion of said easements to be hereby released is described as follows:

1508 square feet of land, more or less, out of a Public Utility Easement located along the common property lines of said Lots 884 and 885, 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 7<sup>th</sup> day of MARCH, 2014

SOUTHWESTERN BELL TELEPHONE COMPANY

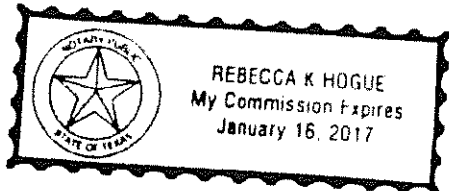
*[Signature]*

Name: DAVID A. WILLIAMS

Title: MANAGER DESIGN SERVICES

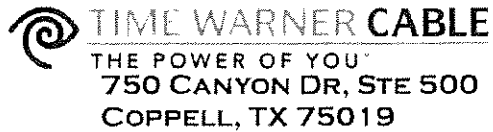
THE STATE OF TX  
COUNTY OF TRAVIS

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 7<sup>th</sup> day of MARCH, 2014



*[Signature]*  
Notary Public in and for the State of TEXAS  
My Commission Expires Jan 16, 2017





from  
RTX.Design @  
twcable -  
on 3/14/14  
w SAVID acct

March 7, 2014

Joan Wagner  
2805 Long Bow Trail  
Austin, TX 78734

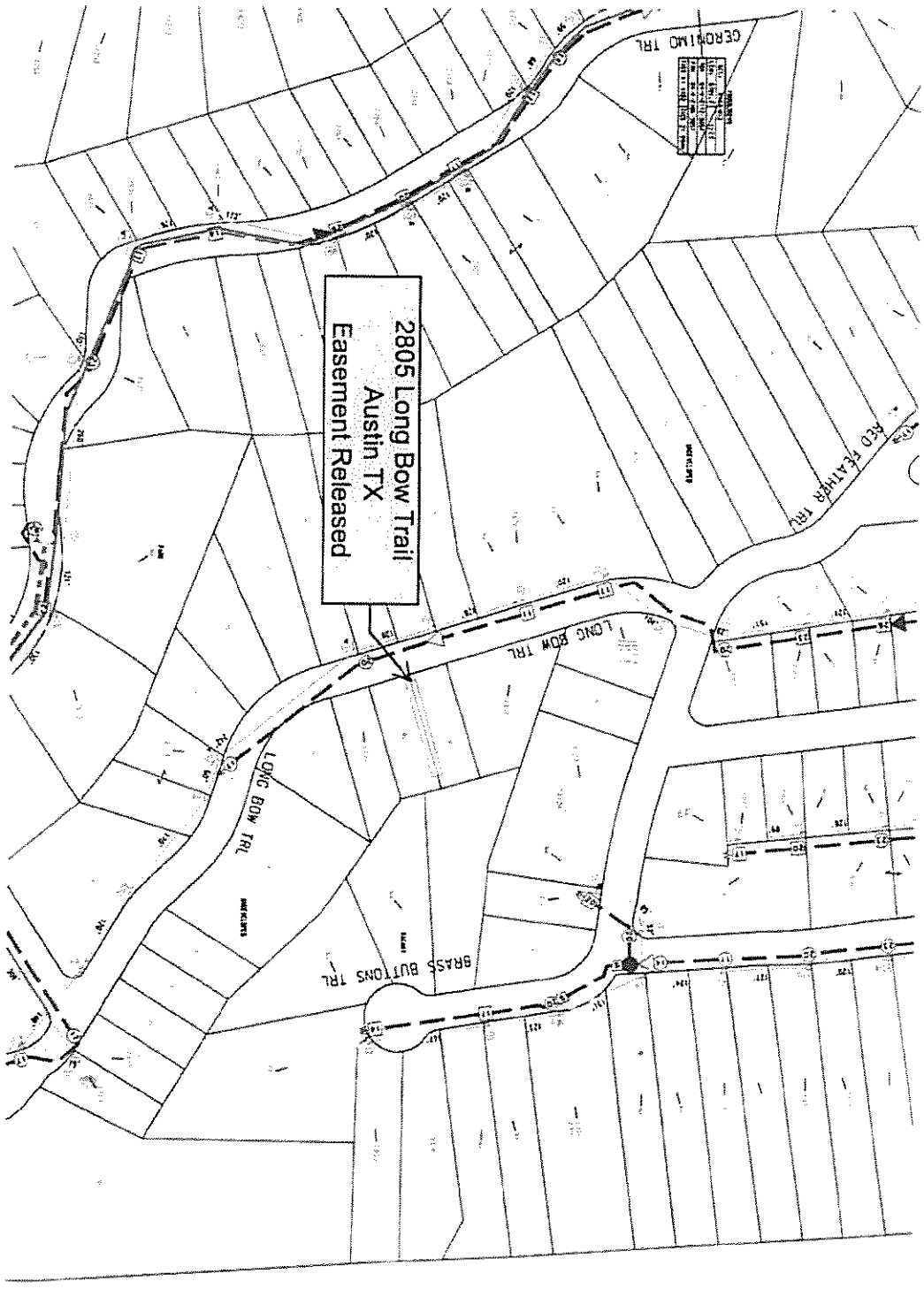
SUBJECT: Abandonment of 2805 Long Bow Trail, Austin, TX

We have reviewed your request for the above referenced Utility Easement, and Time Warner Cable (TWC) hereby grants the abandonment of the ROW near Long Bow Trail and Red Feather Trail, located within the city of Austin, TX.

If applicable, please contact the Texas Excavation Safety System (Texas811) to have facilities marked & located within affected easements before any excavations are started.

For future reference, please send all utility coordination, abandonments, encroachments, plat signatures, or serviceability requests, or notices of relocation to [west-engineering-relo@twcable.com](mailto:west-engineering-relo@twcable.com). Please share this information with whoever needs these services.

Sincerely,



2805 Long Bow Trail  
Austin, TX  
Easement Released

GERDING TRL

400 FEATHER TRL

LONG BOW TRL

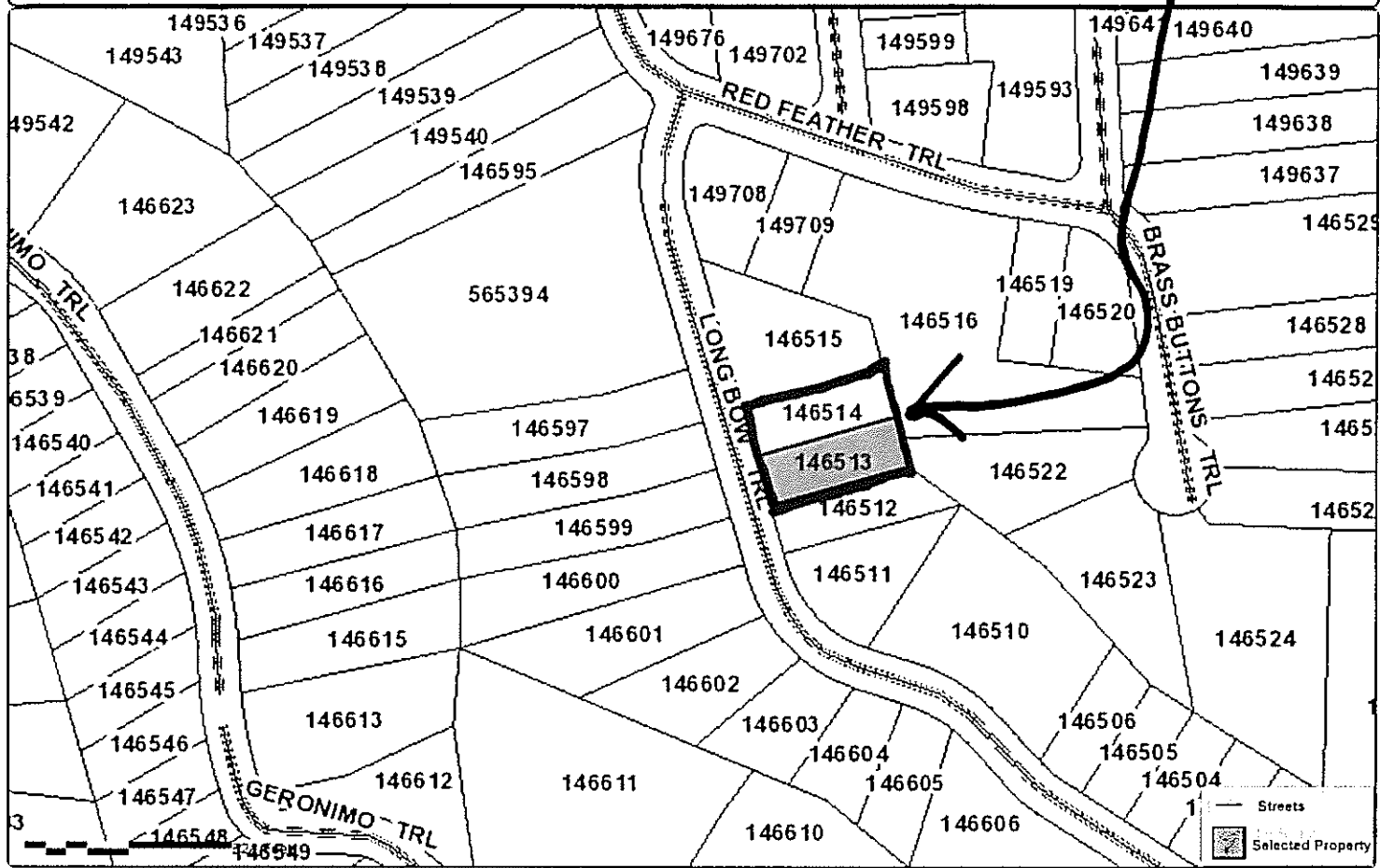
GRASS BUTTONS TRL

LONG BOW TRL

1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28	29	30
31	32	33	34	35	36	37	38	39	40
41	42	43	44	45	46	47	48	49	50

Site

### Travis CAD - Map of Property ID 146513 for Year 2014



### Property Details

#### Account

Property ID: 146513  
 Geo ID: 0145550139  
 Type: Real

Legal Description: LOT 884 APACHE SHORES SEC 2

#### Location

Situs Address: 2805 LONG BOW TRL TX 78734  
 Neighborhood: R4100  
 Mapsco: 490R  
 Jurisdictions: 0A, 03, 07, 2J, 52

#### Owner

Owner Name: WAGNER JOAN LIVING TRUST  
 Mailing Address: , 2805 LONG BOW TRL, AUSTIN, TX 78734

#### Property

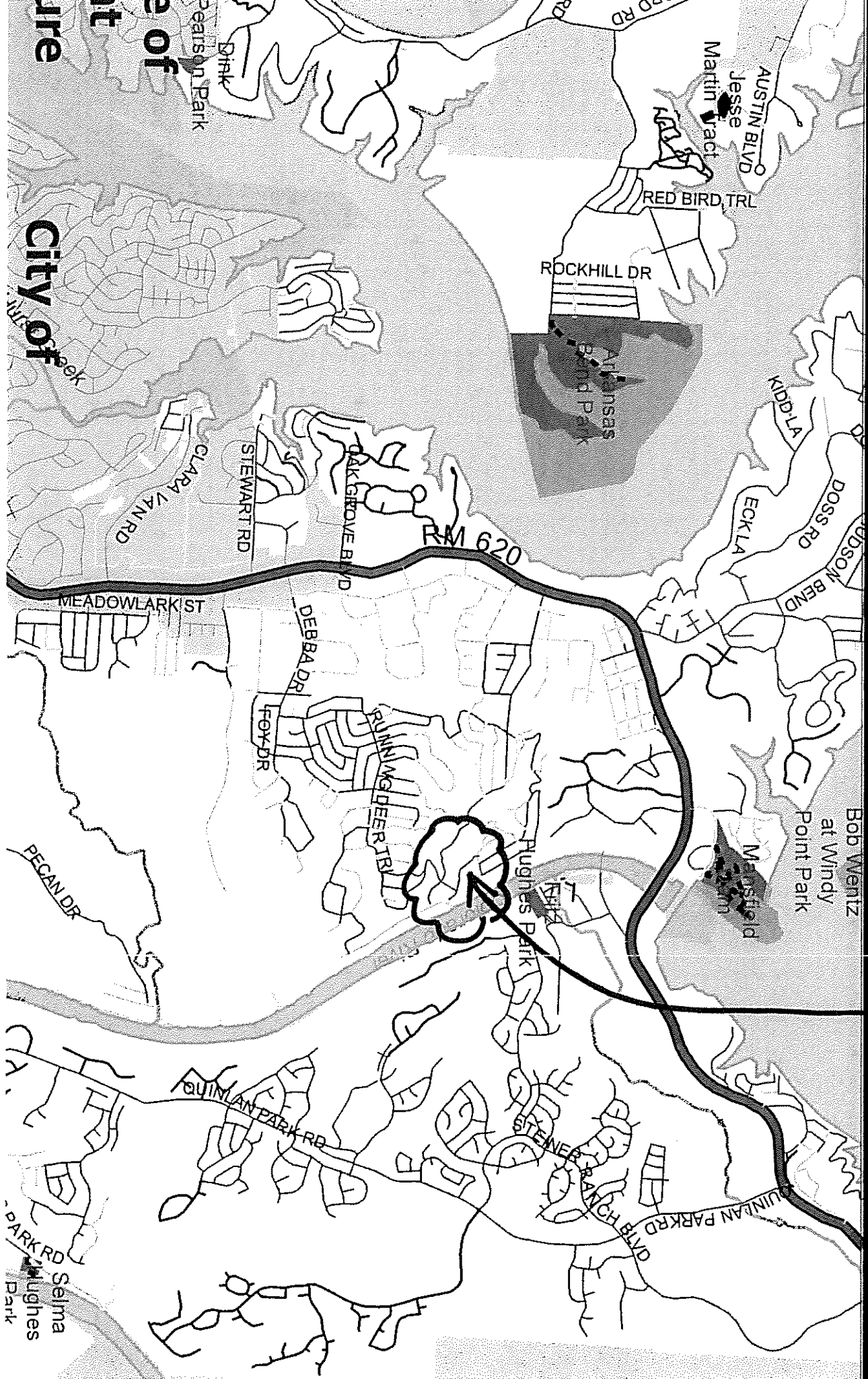
Appraised Value: N/A

<http://propaccess.traviscad.org/Map/View/Map/1/146513/2014>

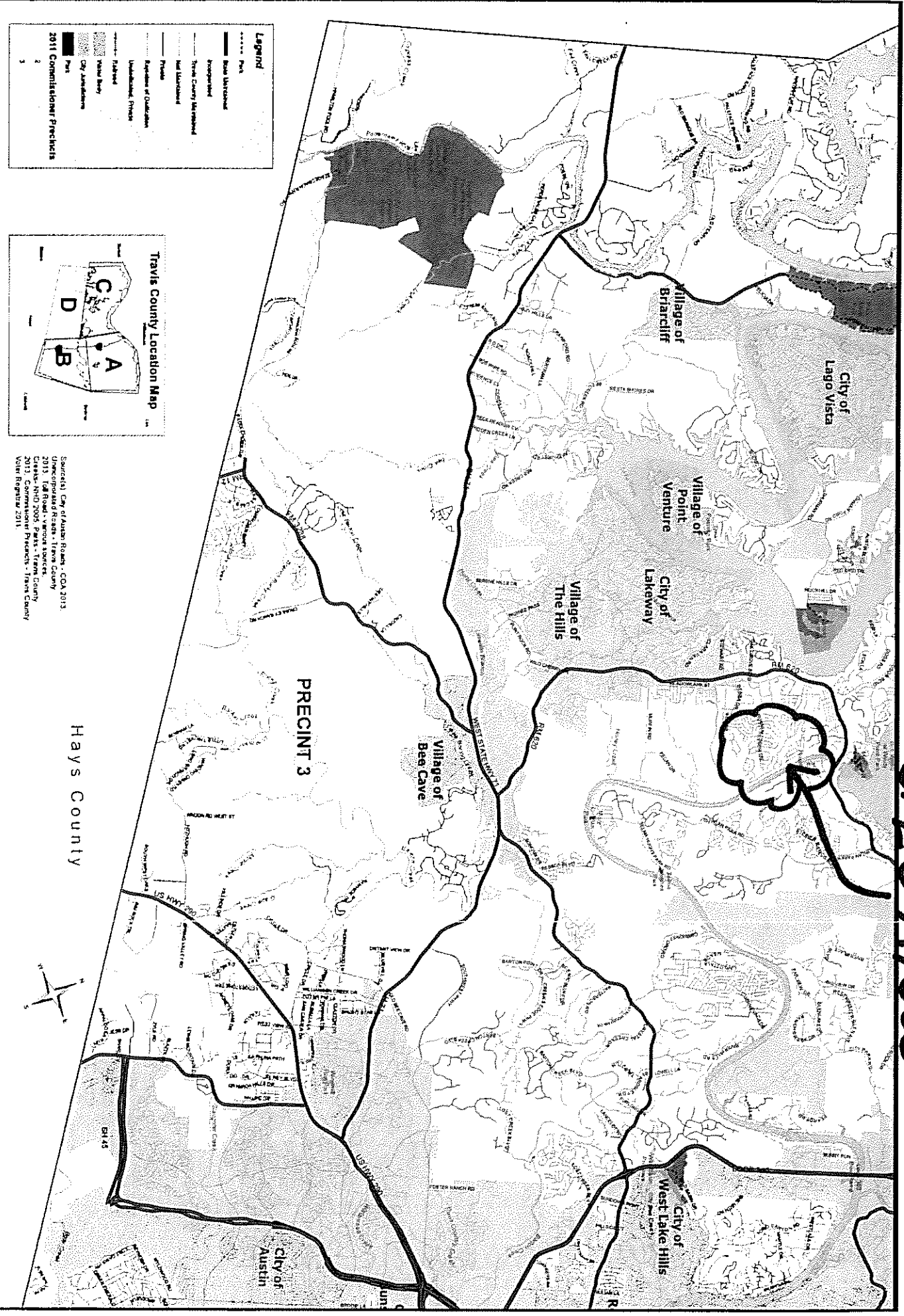


Map Disclaimer: This tax map was compiled solely for the use of TCAD. Areas depicted by these digital products are approximate, and are not necessarily accurate to mapping, surveying or engineering standards. Conclusions drawn from this information are the responsibility of the user. The TCAD makes no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



*Site Area*

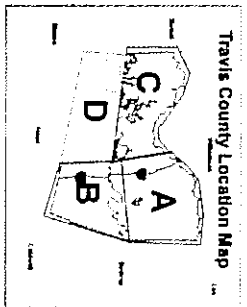


**Legend**

- Park
- State Waterway
- Interstate
- State County Highway
- Not Maintained
- Private
- Roadway of Outstanding
- Unimproved Private
- Roadway - Abandoned
- Roadway - Under Construction
- City Jurisdiction
- Precinct

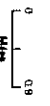
**2011 Commission Precincts**

- 1
- 2
- 3



Sourced: City of Austin, Roads - COA 2013  
 Unincorporated Areas - Travis County  
 2011 Toll Road - various sources  
 Census - NH0 2005, P 2011 - Travis County  
 2011 Commission Precincts - Travis County  
 Voter Register 2011

Hays County



Map Prepared by: Travis County  
 Dept. of Transportation & Natural  
 Resources  
 Date: 5/27/2013

# Travis County Roadways, Map D

This product is for informational purposes and may not have been prepared for or by a public body. It is not intended to be used for legal, engineering or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate location of property boundaries. Travis County does not warrant the accuracy of the information contained herein. The product is provided "as is" without warranty of any kind, express or implied, including but not limited to the accuracy or completeness of the information.



**Travis County Commissioners Court Agenda Request**  
**TRAVIS COUNTY DEVELOPMENT AUTHORITY**

**Meeting Date:** March 25, 2014

**Prepared By/Phone Number:** Andrea Shields, Manager/854-9116

**Elected/Appointed Official/Dept. Head:** Leslie Browder, County Executive, Planning and Budget/854-9106

**Commissioners Court Sponsor:** Samuel T. Biscoe, President

**AGENDA LANGUAGE:**

Discuss North Campus development opportunities using the Travis County Development Authority, with support from staff in the Facilities Management and Planning and Budget departments.

**BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:** (see attached).

**STAFF RECOMMENDATIONS:** Staff recommends approval.

**ISSUES AND OPPORTUNITIES:** None.

**FISCAL IMPACT AND SOURCE OF FUNDING:** None.

**REQUIRED AUTHORIZATIONS:** Andrea Shields, Manager/854-9116;  
Leslie Browder, County Executive, Planning and Budget/854-9106

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



# TRAVIS COUNTY NORTH CAMPUS

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Proposed Development Options



Ruiz Building  
5555 Airport Blvd.

5501 Airport Blvd.

Vacant Site  
5325-35 Airport  
Blvd.



# North Campus Growth

- Travis County departments have been growing and some units are reaching capacity for staff and support space.
- New construction will be required to meet future space needs
- Space for expansion is currently available on county land adjacent to existing building

# Should other departments move to North Campus?

- One prime potential tenant is the Health and Human Services and Veterans Services (HHSVS) currently at Palm Square
- North Campus and Highland Mall Boulevard sites are well situated to serve HHSVS clients currently served at Palm Square

# New Building Development: Potential Tenant Space Needs

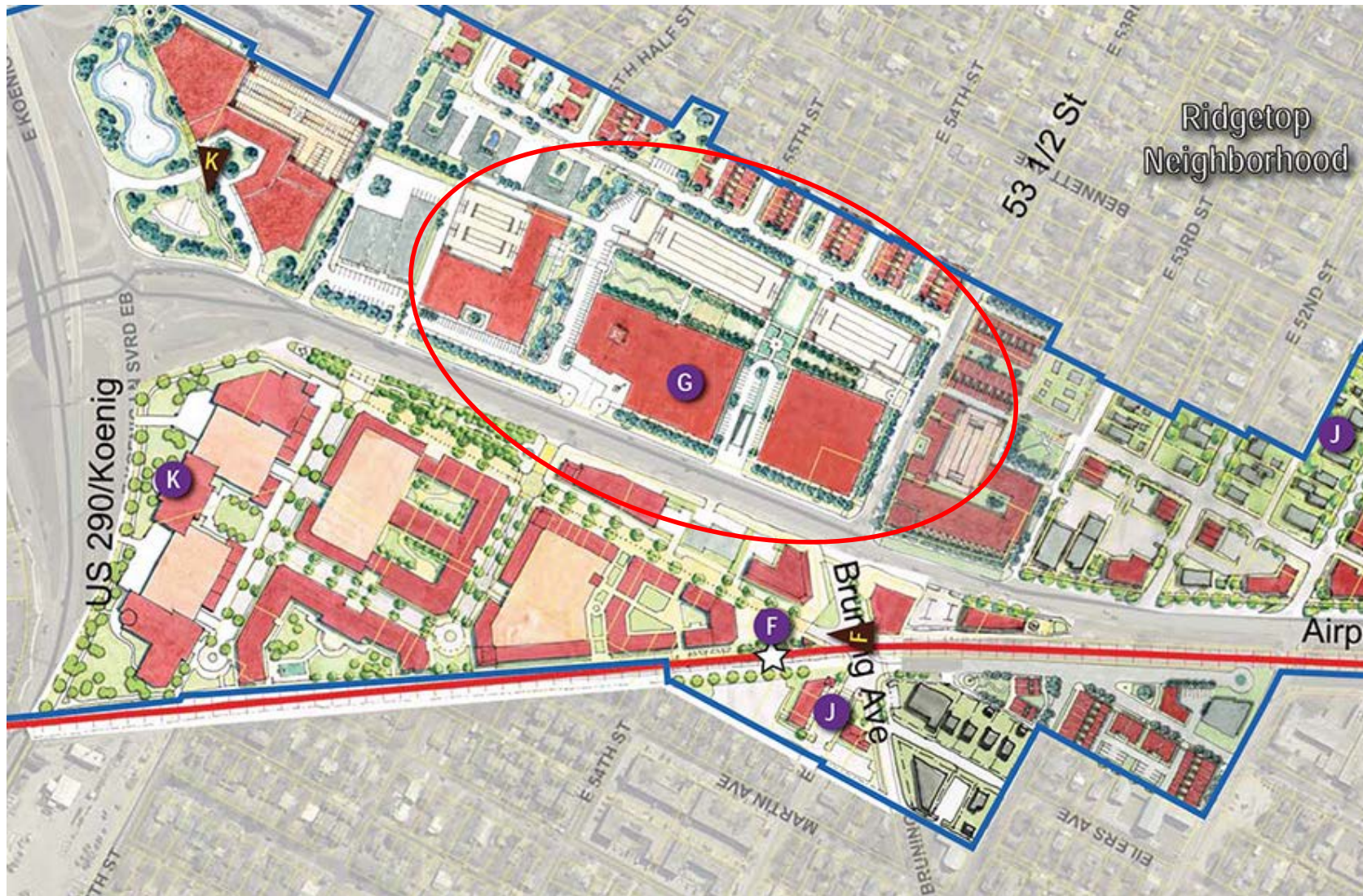
Department	2014	2015	2025
Tax Office	31,575	31,860	37,613
HHSVS*	17,160	17,310	20,450
<b>Total</b>	<b>48,735</b>	<b>49,170</b>	<b>58,063</b>

- To meet 2025 projections, a new building would need 80,000 gross square feet if accommodating both tenants

# Airport Boulevard Vision and Plan

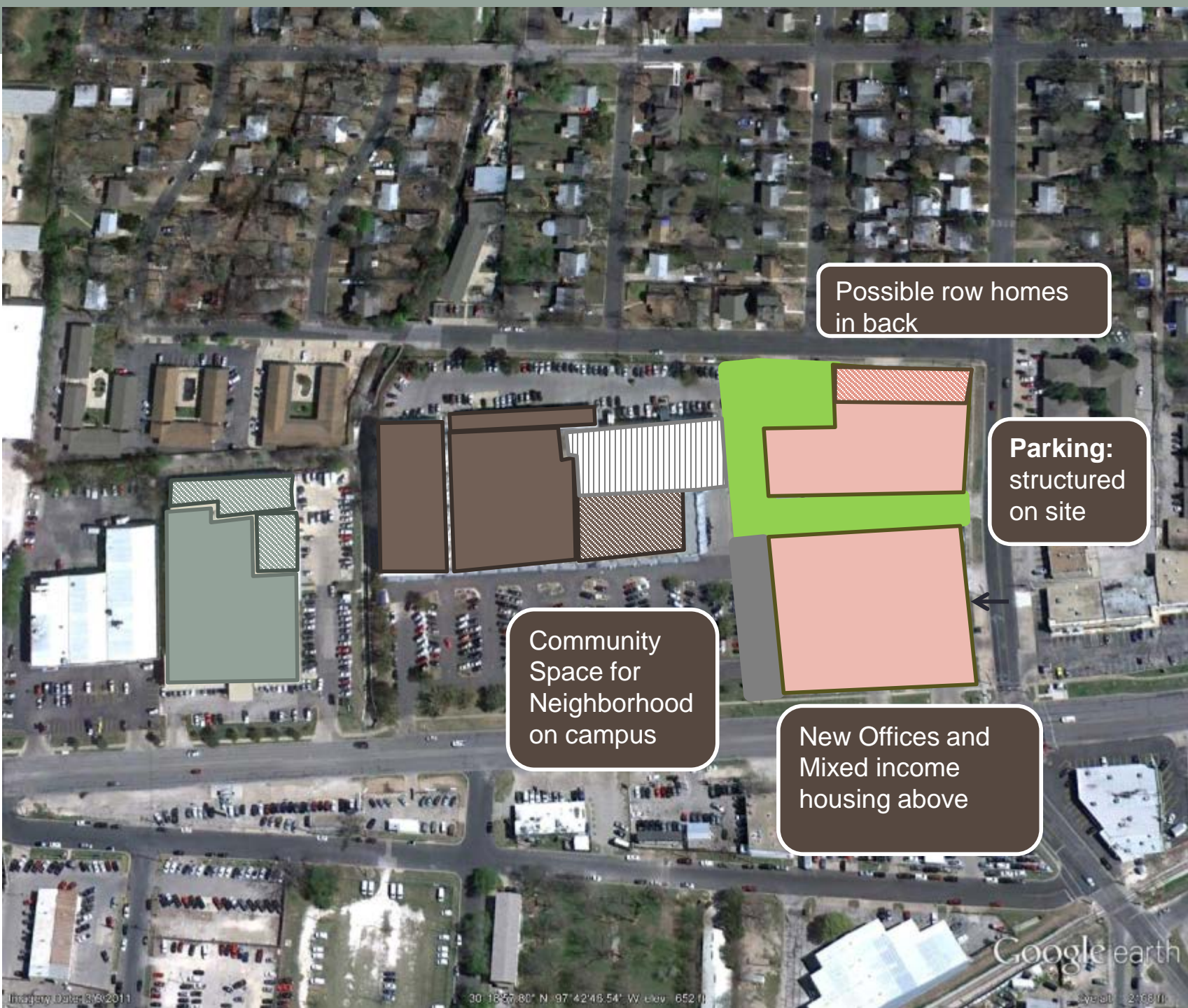
- The City of Austin has been working in the corridor to develop a new land development code to transform the corridor to meet community's vision
- New code will promote pedestrian-friendly, mixed-use development and will implement the Vision
- Optimal opportunity for Travis County to develop something catalytic that will serve both County and neighborhood interests

# Airport Boulevard Plan



# Considering Mixed-Use Opportunities

- Though we would require no more than 80,000 square feet, the vacant site can accommodate over 500,000 square feet
- The site provides a unique opportunity to explore mixed-use development options



Possible row homes  
in back

**Parking:**  
structured  
on site

Community  
Space for  
Neighborhood  
on campus

New Offices and  
Mixed income  
housing above

# Project financing

- The Travis County Development Authority can issue private activity bonds for financing projects that promote the common good and general welfare, including commerce and economic development
- The mission of the Development Authority, as defined by the state, is aligned with the goal of revitalizing the Airport Boulevard Corridor
- The Development Authority can be a source of alternative financing for the re-development of the North Campus site



# How would it work?

- The Board of Directors (Commissioners Court) would control the structure of the deal, including the affordability levels of the housing and in effect overall cash flow to the project
- The Development Authority would issue bonds for a developer, selected by competitive process

# How would it work?

- The County would allow the developer to lease the land but own the improvements for term of bonds
- The County would require terms that accommodate the office space needed through 2025 at a reduced cost.
- The current property tax exemption on the land would be attractive to developers and a key component in the financing

# How would it work?

- By crafting the development RFP to allow the developer to propose the layering of the finances (including bonds from the Development Authority), the developer will have the broadest leeway to structure the financing in the most economical manner
- The overall financial structure would be vetted by staff, consultants, and the Board of Directors (Commissioners Court) for approval

# Neighborhood Support for Proposal

- In December 2012, Travis County Staff attended monthly neighborhood association meetings in Ridgetop and Northridge, the two associations around the site
- Citizens indicated support for mixed-use development with an affordable housing component
- Neighborhood would like to continue to participate in the shaping of this project, in accordance with our resolution for civic community collaboration

# Project management

## Facilities Management:

- RFP development and selection
  - Project Manager

## Development Authority:

- RFP development and selection
- Makes offering and issues bonds
- Monitors compliance with housing component

## Planning & Budget (Strategic Planning):

- RFP development and selection

# Next Steps

## **Authorization to Hire Consultant to assist in drafting and vetting a Request for Proposals (RFP)**

Hire pre-development consultant to assist in drafting and reviewing the requirements for a developer to design and construct a mixed-use structure through a ground lease for the site. Consultant will assist in vetting applications submitted through the RFP process as well.

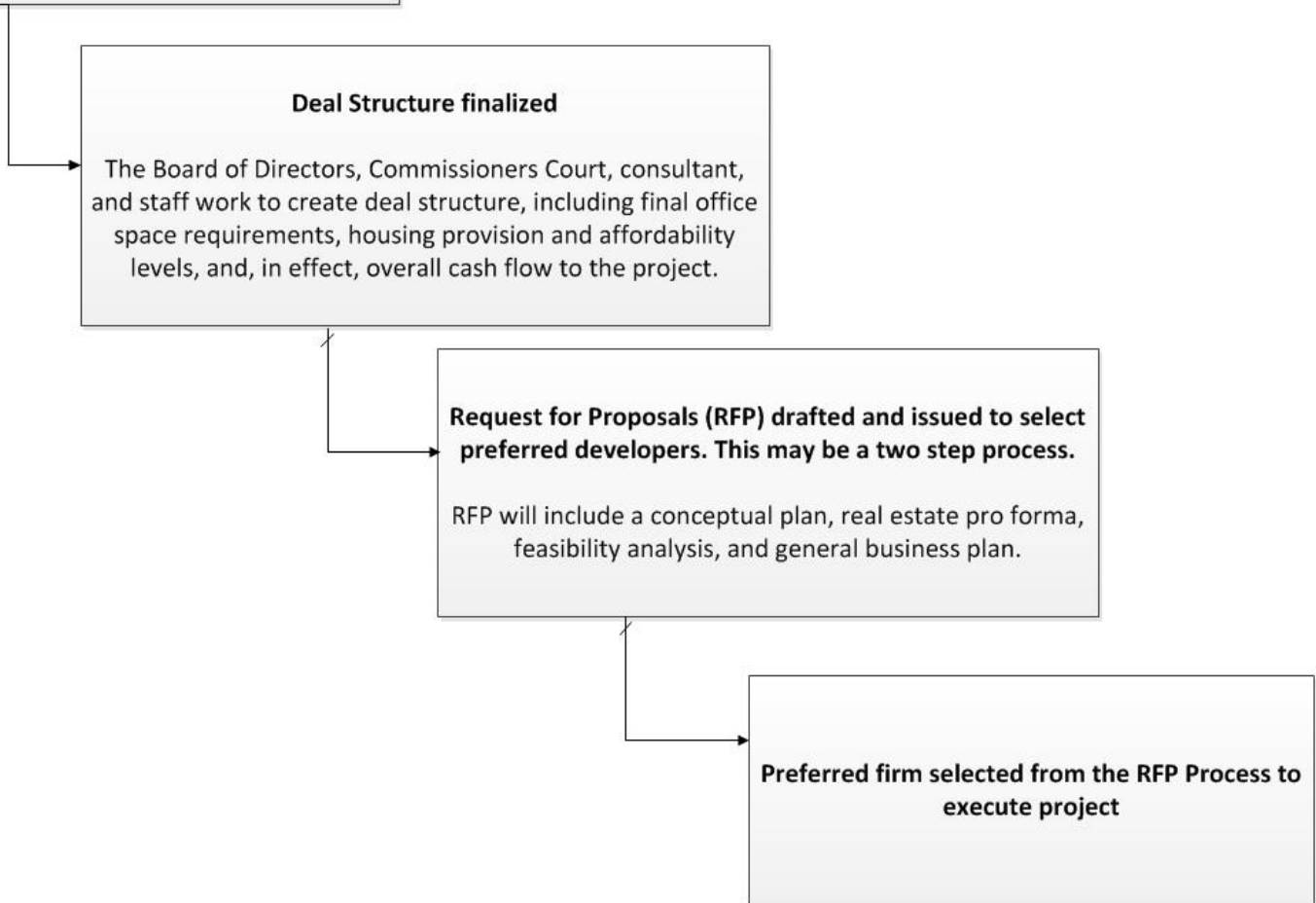
## **Deal Structure finalized**

The Board of Directors, Commissioners Court, consultant, and staff work to create deal structure, including final office space requirements, housing provision and affordability levels, and, in effect, overall cash flow to the project.

## **Request for Proposals (RFP) drafted and issued to select preferred developers. This may be a two step process.**

RFP will include a conceptual plan, real estate pro forma, feasibility analysis, and general business plan.

**Preferred firm selected from the RFP Process to execute project**



# Comparable Projects List

## Multnomah County, Oregon



Multnomah County constructed the Hollywood Library and Bookmark Apartments in 2002. This 13,000 square foot library included a coffee shop and 47 market rate and affordable apartments in a mixed-use structure. This was the first example of a mixed-use project with private and public primary tenants and has become a model for joint venture housing and public use buildings. Since completion, Multnomah County has developed additional library branches with housing components, including the

Sellwood-Moreland Library with 16 units and commercial space, that same year.

## Tucson, Arizona

In December 2013, One East Broadway was completed, a seven-story mixed-use project with housing, retail, and approximately 20,000 square feet of public offices leased to the Pima Association for Governments and the Regional Transportation Authority. The building was constructed by a private developer and ownership of the building transferred to the City of Tucson at completion with leases created to preserve tax-exempt status for an 8 year period.



# Comparable Projects List

## Madison, Wisconsin



Set for groundbreaking this year, the West Johnson Street Complex in Madison will be a new 14-story structure with 255 apartments and 30,000 square feet of offices for the City of Madison Fire Department, as well as first floor retail.

## Chicago, Illinois

The Harper Court Project in Chicago was developed in partnership with the City of Chicago and the University of Chicago. The project features 150,000 square feet of university office space, 425 residential units, and ground floor retail as well as structured parking. The project was completed last year.





# Comparable Projects List

## Dallas, Texas



The City of Dallas Office of Economic Development and Dallas Public Library issued a Request for Proposals (RFP) to develop a mixed-use project at Vickery Meadow, a redevelopment district, with private partners. The City recently selected a developer to design a ground-floor library, retail, housing units, and associated amenities. Situated on 4 acres, the team envisions a 5-story structure featuring 18,000 square feet of library space, 15,000 square feet retail, and 250 housing units plus parking.

## El Paso, Texas



The City of El Paso issued a Request for Qualifications (RFQ) and Request for Proposals (RFP) to develop 31-acres in northeastern El Paso, the site of a former mall, into a mixed-use community. Three developers submitted proposals for the 30-acre site, 23 acres of which will be a joint venture project. The proposed buildout as of March 2014 would consist of 13,000 square feet retail, 500 to 800 housing units, 480 parking spaces, and a new street grid.

# Comparable Projects List

## San Antonio, Texas



Alamo Colleges in San Antonio is currently soliciting proposals for private partners to build an administrative complex on land they own. The objective is to get administrative office space at low or reduced cost by allowing residential, commercial, or retail uses on the site as well. Their Request for Proposals (RFP) is currently open. Administration at Alamo Colleges anticipate significant interest given the flexibility proposed.