



Travis County Commissioners Court Agenda Request

Meeting Date: April 29, 2014

Prepared By/Phone Number: Edith Moreida

Elected/Appointed Official/Dept. Head: Commissioner Margaret J. Gómez

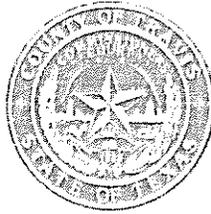
Commissioners Court Sponsor: Commissioner Margaret J. Gómez

AGENDA LANGUAGE:

APPROVE PROCLAMATION RECOGNIZING 152nd ANNIVERSARY OF CINCO DE MAYO, THE BATTLE OF PUEBLA, IN TRAVIS COUNTY.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Travis County Commissioners Court



Proclamation

WHEREAS. 2014 marks the 152nd anniversary of the Battle of Puebla, in which men and women led by General Ignacio Zaragosa from Goliad, Texas, successfully defended themselves against French troops, and

WHEREAS. Travis County began hosting a Cinco de Mayo celebration in order to keep alive the spirit of community that is signified by the Battle of Puebla, and to recognize the men and women who fought, as well as those who still work to ensure our freedom, and

WHEREAS. Travis County's Cinco de Mayo has been sponsored by many Elected and Appointed officials and Department heads, along with the Downtown Austin Alliance, and

WHEREAS. This year Travis County Commissioner Margaret Gómez, the Honorable Amalia Rodriguez-Mendoza, Travis County District Clerk, and the Honorable Dolores Ortega-Carter, Travis County Treasurer will host the Cinco de Mayo Celebration of Mexican Culture on Friday, May 2nd, 2014 at 700 Lavaca, first floor, Hall of Government.

NOW, THEREFORE, BE IT PROCLAIMED, THAT THE TRAVIS COUNTY COMMISSIONERS COURT DOES HEREBY RECOGNIZE THE 152nd ANNIVERSARY OF CINCO DE MAYO, AND ENCOURAGES ALL CITIZENS TO HONOR THOSE WHO FOUGHT IN THIS GREAT BATTLE.

IN WITNESS WHERE OF, WE HAVE HERE UNTO SET OUR HANDS THIS 29th DAY OF APRIL, 2014.

SAMUEL T. BISCOE
County Judge

RON DAVIS
County Commissioner, Pct. 1

GERALD DAUGHERTY
County Commissioner, Pct. 3

BRUCE TODD
County Commissioner, Pct. 2

MARGARET J. GÓMEZ
County Commissioner, Pct. 4



Travis County Commissioners Court Agenda Request

Meeting Date: April 29, 2014

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

Elected/Appointed Official/Dept. Head: Leroy Nellis, 854-9066

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

Approve proclamation to declare May 4 - 10, 2014 as Public Service Recognition Week and Tuesday, May 6, 2014 as Travis County Employee Recognition Day.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The purpose of this proclamation is to formally observe May 4 – 10, 2014 as Public Service Recognition Week. Public Service Recognition Week is observed nationally each year. This celebration is to raise awareness of the services a county provides to its citizens and the dedicated employees who provide these services. There are 874 employees who reached milestones of 5, 10, 15, 20, 25, 30 and 35 years of service in 2013.

Throughout the year, employee recognition events have been occurring at the department level. It will culminate at Commissioners Court on May 6, 2014 when Travis County honors its most tenured employees who, through their dedicated service, have achieved milestones of 20, 25, 30, and 35 years of service in 2013, by awarding certificates of recognition. This will be the 22nd year that Travis County has honored employees in this manner.

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.

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

REQUIRED AUTHORIZATIONS:

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

Leroy Nellis, 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 by **Tuesdays at 5:00 p.m.** for the next week's meeting.

WHEREAS, the Partnership for Public Service and the Public Employees Roundtable has declared May 4 - 10, 2014, as Public Service Recognition Week;

WHEREAS, Citizens benefit from Travis County's public service delivery system that ensures justice and public safety, preserves health; serves veterans; provides a safety net for the needy; fosters an efficient transportation system; promotes recreational activities; and, preserves the County's natural resources;

WHEREAS, the Travis County Government's approximately 5,200 employees judiciously manage taxpayers' dollars to ensure accountability, efficiency, and effectiveness in the delivery of the aforementioned services; uphold the public's trust with good customer service, sound fiscal policy and administration, and respect for the individual;

WHEREAS, public records nationwide chronicle the leadership, commitment, innovation, contributions and valuable services provided by public sector employees in an assortment of disciplines, such as public administration, human resource management, information technology, accounting, finance, law, criminal justice, emergency services, health and human services, medicine and more;

WHEREAS, the Commissioners Court recognizes and wishes to acknowledge the service and commitment of Travis County's 5,200 public servants by displaying a banner on Travis County's website;

WHEREAS, the Commissioners Court on May 6, 2014 will publicly recognize 153 employees who have completed 20, 25, 30, and 35 years of service with Travis County Government;

WHEREAS, the Commissioners Court challenges each Elected and Appointed Official to acknowledge the contributions of their employees, especially during the week of May 4th through May 10th – National Public Service Recognition Week;

NOW, THEREFORE, LET IT BE KNOWN THAT WE, MEMBERS OF THE TRAVIS COUNTY COMMISSIONERS COURT, DO HEREBY PROCLAIM

May 4 - 10, 2014 AS
"PUBLIC SERVICE RECOGNITION WEEK"

AND

May 6, 2014 AS
"TRAVIS COUNTY EMPLOYEE RECOGNITION DAY"

IN THE GREAT COUNTY OF TRAVIS.

IN WITNESS THEREOF, WE HAVE HEREUNTO SET OUT HANDS AND AFFIXED THE OFFICIAL SEAL OF THE COUNTY OF TRAVIS ON THIS 29th 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 J. GOMEZ
Commissioner, Pct. 4



Travis County Commissioners Court Agenda Request

Meeting Date: April 29, 2014

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

Elected/Appointed Official/Dept. Head: Leroy Nellis, Acting County Executive, Planning and Budget

Commissioners Court Sponsor: Judge Samuel T. Biscoe

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

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

STAFF RECOMMENDATIONS: Please see attached documentation.

ISSUES AND OPPORTUNITIES: Please see attached documentation

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

REQUIRED AUTHORIZATIONS:

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

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

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

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

BUDGET AMENDMENTS AND TRANSFERS

FY 2014

4/29/2014

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	159001	485190	EMS	Donation	\$640,000.00		1
		0001	198000	580320	Reserves	STAR Flight Maintenance Reserve	\$640,000.00		
N2		0001	149022	481040	TNR	Contribution-Donation	\$750.00		6
		0001	149022	510300	TNR	Road Material - Non Asphaltic	\$750.00		

FUND TRANSFERS

<u>BA#</u>	<u>IO/WBS</u>	<u>FUND</u>	<u>COST CENTER</u>	<u>COMMITMENT</u>	<u>Dept.</u>	<u>Line Item</u>	<u>Increase</u>	<u>Decrease</u>	<u>Pg #</u>
FT1	600131	7019	000000	242031	LCRA Escrow	Arkansas Bend		\$113.53	11
		0001	149022	428010	TNR	Park Fees	\$113.53		
FT2	600135	7019	000000	242032	LCRA Escrow	Bob Wentz		\$6,860.89	11
		0001	149022	428010	TNR	Park Fees	\$6,860.89		
FT3	600164	7019	000000	242034	LCRA Escrow	Hippie Hollow		\$21,495.03	11
		0001	149022	428010	TNR	Park Fees	\$21,495.03		
FT4	600169	7019	000000	242035	LCRA Escrow	Mansfield Dam		\$10,997.06	11
		0001	149022	428010	TNR	Park Fees	\$10,997.06		
FT5	600175	7019	000000	242036	LCRA Escrow	Pace Bend		\$50,994.65	11
		0001	149022	428010	TNR	Park Fees	\$50,994.65		
FT6	600178	7019	000000	242037	LCRA Escrow	Sandy Creek		\$706.59	11
		0001	149022	428010	TNR	Park Fees	\$706.59		
FT7	N/A	7019	000000	245060	LCRA Escrow	Interest		\$164.10	11
		0001	149022	428010	TNR	Park Fees	\$164.10		



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Commissioners Court
FROM: Alan Miller, Budget Analyst *AM*
DATE: April 18, 2014
RE: Request to Budget Mid-year Certification of Final Seton Payment Related to Maintenance in the Star Flight Program

The County has annually received \$640,000 for the last five years, through an agreement with Seton to support the third Star Flight helicopter, for large maintenance items, such as engine overhauls. Travis County has received the final payment from Seton of \$640,000. These donated funds are held in a specific reserve. These funds have also been used to cover unexpected mid-year maintenance and as a source of funds for planned major maintenance. The most recent use was approved on April 15, 2014, for \$564,341. Through the agreement, the total amount received was \$3,200,000.

Including this adjustment, the Star Flight Maintenance Reserve is \$2,070,709. Attached is a revised estimated expenditure prediction on the use of the Star Flight Reserve. Barring any additional unanticipated expenditure needs, the reserve should be sufficient to cover the expense of major overhauls in FY 2015 and FY 2016 and should be depleted in FY 2017. The unexpended balance will roll into FY 2015 and will be used to fund an estimated \$900,000 in overhauls projected for FY 2015 and included in the Star Flight budget. The remainder will become the FY 2015 Star Flight Maintenance Reserve.

Pursuant to the FY 2014 Budget Rules, PBO is submitting this new revenue budget adjustment for Commissioners Court approval so the funds can be budgeted in the Star Flight Maintenance Reserve.

PBO recommends approval of this request.

cc: Leroy Nellis, Jessica Rio, Travis Gatlin, PBO
Danny Hobby, Christine Lego, Emergency Services
Casey Ping, Star Flight

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: Jessica Rio
Budget Director, Planning and Budget

From:  Nicki Riley
County Auditor

Subject: Certification of Revenue – Donation from the Seton Network

Date: April 15, 2014

I hereby certify an additional \$640,000.00 from the Seton Network for Starflight.

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	1590010001	485190	Donation	\$640,000.00

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
Alan Miller, Budget Analyst Sr., PBO
Danny Hobby, Executive Manager, Emergency Services
Christine Lego, Financial Analyst Lead, Emergency Services

EMERGENCY SERVICES

DANNY HOBBY, EXECUTIVE MANAGER

P. O. Box 1748

AUSTIN, TEXAS 78767

(512) 854-4416, FAX (512) 854-4786



*Emergency Management
Pete Baldwin, Emergency
Mgmt. Coordinator*

*Interim Fire Marshal
Hershel Lee*

*Chief Medical Examiner
Dr. David Dolinak*

*STAR Flight
Casey Ping, Program
Manager*

MEMORANDUM

To: Nicki Riley, County Auditor

From: Christine Lego, Emergency Services

Date: April 8, 2014

Subject: Certification of revenue- Final Installment Seton Donation

Please certify \$640,000.00 donated by the Seton Network. The revenue will be deposited in cost center 1590010001, general ledger account 485190 and the expense will be Starflight Reserve, cost center 1980000000 and general ledger account 580320.

If you have any questions/concerns, please contact me at extension 44855.

c.c. Alan Miller

**Future Aircraft Maintenance vs. Donation
Revenue vs. Expense FY 11 to FY 17**

Revenue		Expense		Expense Detail	
Year	Description	Dollar Amount	Year	Description	Dollar Amount
FY2011	Seton Donation #1	\$640,000	FY2011	Reserve	\$0
	Total	\$640,000		Maintenance Expense:	\$0
				Ending Reserve	\$0
FY2012	Seton Donation #2	\$640,000	FY2012	Reserve	\$640,000
	Total	\$640,000		Maintenance Expense:	(\$278,950)
				Ending Reserve	\$361,050
FY2013	Seton Donation #3	\$640,000	FY2013	Reserve	\$1,001,050
	Seton Donation #4	\$640,000		Maintenance Expense:	(\$96,000)
	Total	\$1,280,000		Ending Reserve	\$905,050
FY2014	Seton Donation #5	\$640,000	FY2014	Reserve	\$2,825,050
	Total	\$640,000		Maintenance Expense	(\$754,341)
				Ending Reserve	\$2,070,709
FY2015		\$0	FY2015	Reserve	\$2,070,709
	Total	\$0		Estimated Expense	(\$900,000)
				Ending Reserve	\$1,170,709
FY2016		\$0	FY2016	Reserve	\$1,170,709
	Total	\$0		Estimated Expense	(\$689,750)
				Ending Reserve	\$480,959
FY2017		\$0	FY2017	Reserve	\$480,959
	Total	\$0		Estimated Expense	(\$557,450)
				Ending Reserve	(\$76,491)
TOTALS	Donations	\$3,200,000	TOTALS	Expense	\$3,276,491
				Ending Reserve	(\$76,491)
				Total Expense	\$3,200,000

FY	Item Replaced	Amount	Total
2012	Rescue Hoist	\$ 245,000.00	
2012	Exchange Fuel Control Unit	\$ 33,950.00	\$ 278,950.00
2013	Engine Inspections	\$ 48,000.00	
2013	Replace Altitude Heading Reference System	\$ 48,000.00	\$ 96,000.00
2014	(2) Turbine Wheel Replacement	\$ 120,000.00	
2014	Rescue Hoist Overhaul	\$ 70,000.00	
2014	Additional funding in April 2014	\$ 564,341.00	\$ 754,341.00
2015	Overhaul of 2 engines	\$ 850,000.00	
	Rental of engine assets	\$ 50,000.00	\$ 900,000.00
2016	Overhaul of 2 engines	\$ 650,000.00	
	Rental of engine assets	\$ 39,750.00	\$ 689,750.00
2017	Overhaul of 1 main gearbox	\$ 438,304.00	
	Rescue Hoist Overhaul	\$ 119,101.00	
	Main Gearbox rental	\$ 20,000.00	\$ 557,405.00

IF

Header Information for Entry Doc Number

400005457

Doc. Number 400005457 Doc. Status Preposted FM Area 1000
Budget. Cate. Payment Doc. Year 2014 Doc. Date Apr 15, 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
Creator LEGOC Creation Date Apr 15, 2014 Creation Time 16:38:43
Resp. Person LEGOC X44855 Year Cohort Public Law
Legislation

Additional Data

Header Text To certify Seton Donation installment

TextName

Lines **Total Document** 1,280,000 USD

Line	Fund	Budget Period	Funds Center	Comm. Item	FuncArea Grant	Funded Program	Local Amount	Text Line
000001	0001		1590010001	485190	1510 NOT-RELEVANT	NON-FUNDED-PROGRAM	640,000	last Seton donation installment
000002	0001		1980000000	580320	1120 NOT-RELEVANT	NON-FUNDED-PROGRAM	640,000	

Dalmanis
4/24/14



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of Commissioners Court
FROM: Alan Miller, Budget Analyst *AM*
DATE: April 14, 2014
RE: Establishing New Budget for Revenue from Donation Received from Bonanza Productions for Trail Development in southeast Travis County

On March 18, 2014, Commissioners Court approved Item 11 to accept a donation of \$750 from Bonanza Productions Incorporated. The donation was approved to be used for trail development in southeast Travis County.

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

PBO recommends approval of this request.

cc: Leroy Nellis, Jessica Rio, Travis Gatlin, PBO
Cynthia McDonald, Christina Jensen, TNR

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:  Nicki Riley
County Auditor

Subject: Certification of Revenue – Onion Creek Trail System Donation

Date: March 28, 2014

I hereby certify an additional \$750.00 from Bonanza Productions, Inc. for development of the Onion Creek Trail System.

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	1490220001	481040	Donation	\$750.00

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
Charles Bergh, TNR Parks Division
Robert Armistead, TNR Parks Division
Christina Jensen, TNR Financial Services Division



Minutes for the Travis County Commissioners Court Tuesday, March 18, 2014 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Call to Order

Meeting called to order on March 18, 2014, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Bruce Todd	Precinct 2, Commissioner	Present
Gerald Daugherty	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

Citizens Communication

Members of the Court heard from:

Carlos León
Zoila Vega, Austin Heritage Tree Foundation
Morris Priest, Travis County resident
Dr. John Kim, Travis County resident
Andrea Shields, Manager, Travis County Corporations

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 Court noted that the burn ban was lifted by the County Judge on Friday, March 14, 2014, and that by taking no action on this item, the prohibition against outdoor burning remains lifted.

RESULT: DISCUSSED **Reset for: 3/25/2014**

2. Consider and take appropriate action on the following:
 - a. An interlocal agreement by the Central Texas Regional Mobility Authority, Travis County and Hays County regarding State Highway 45 Southwest; and
 - b. A reimbursement resolution committing Travis County to finance expenditures for the design and construction of State Highway 45 Southwest in the amount of \$2,500,000 and to reimburse itself from state highway bonds. (Commissioner Daugherty)

6. Approve contract award for janitorial services at West Rural Community Center, Precinct 3 Office Building and Ray Martinez Precinct 4 Office Building, IFB B1402-004-LD, to the low bidders:

- a. Group A – K B Contract Cleaning; and
- b. Group B – International Building Services.

RESULT: ADDED TO CONSENT

7. Approve contract award for public engagement services, RFS No. S1308-010-JW, to the most highly qualified firm, Concept Development & Planning, Inc.

RESULT: ADDED TO CONSENT

Transportation and Natural Resources Dept. Items

8. Consider and take appropriate action on a request to use an alternative fiscal agreement for Avalon, Phase 11A in Precinct One. (Commissioner Davis)

RESULT: ADDED TO CONSENT

9. Consider and take appropriate action regarding a license agreement with Askate Foundation for the purposes of having exclusive use of Northeast Metro Skate Park to host Autism Skateboard Day on April 6, 2014 between the hours of 10:00 a.m. to 1:00 p.m. (Commissioner Todd)

RESULT: ADDED TO CONSENT

10. Consider and take appropriate action on a cash security agreement with West Travis County Public Utility Agency for Permit Number 13-2469, a site plan in Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

11. Consider and take appropriate action to accept a donation from Bonanza Productions, Inc. in the amount of \$750.00 for trail development in southeast Travis County. (Commissioner Gómez)

RESULT: ADDED TO CONSENT

12. Consider and take appropriate action on the following:

- a. A policy for flood-prone commercial property buyouts; and
- b. Other flood related issues.

Members of the Court heard from:

Steve Manilla, County Executive, TNR
Stacey Scheffel, Program Manager, On-site Sewage Facilities, TNR
Melinda Mallia, Environmental Project Manager, TNR
Travis Gatlin, Assistant Budget Director, PBO
Marcia Zwilling, Travis County resident
Tom Nuckols, Assistant County Attorney

Header Information for Entry Doc Number

400005419

Doc. Number 400005419 Doc. Status Preposted FM Area 1000
Budget. Cate. Payment Doc. Year 2014 Doc. Date Apr 8, 2014
Value Type Budget Version 0 Doc. Type TRAN
Budget Type 1 Fiscal Year 2014 Year.Cash.Eff
Process UI BALA Process BALS Original.Applic. BWB Doc.Family
Creation Date Apr 9, 2014 Creation Time 13:36:26
Creator MILLERA1
Resp. Person Year Cohort Public Law
Legislation

Additional Data

Header Text

TextName

Lines

Total Document 1,500 USD

Line	Fund	Budget Period	Funds Center	Comm. Item	FuncArea	Grant	Funded Program	Local Amount	Text Line
000001	0001		1490220001	481040	1630	NOT-RELEVANT	NON-FUNDED-PROGRAM	750	Onion Creek Trail System Donation
000002	0001		1490220001	510300	1630	NOT-RELEVANT	NON-FUNDED-PROGRAM	750	Onion Creek Trail System Donation

Dalman
4/24/14

FUND TRANSFER FORM

Department Name: T.N.R. Department Number: 149

Is this request related to a separate agenda item other than Budget Amendments and Transfers?
 If yes, please check the appropriate blank below and attach copies of the agenda request and all supporting documentation submitted to the County Judge's Office.

- Contract Pending
- Personnel Amendment
- Other, Please Specify:

ALL AMOUNTS MUST BE IN WHOLE DOLLARS

Item #	Fund/Cost Cntr/GL Account Number			Internal Order No.	Object Title	Reduction Amount	For PBO Use Only:	
	Fund	Cost Center	GL #				Type	PBO Approval Analyst/Manager
1	FROM: 7019	-	242031	600131	Arkansas Bend	\$113.53	FT	DAR
	TO: 0001	1490220001	428010		Park Fees			
2	FROM: 7019	-	242032	600135	Bob Wentz	\$6,860.89	FT	DAR
	TO: 0001	1490220001	428010		Park Fees			
3	FROM: 7019	-	242033	600136	Cypress Creek	\$0.00		
	TO: 0001	1490220001	428010		Park Fees			
4	FROM: 7019	-	242034	600164	Hippie Hollow	\$21,495.03	FT	DAR
	TO: 0001	1490220001	428010		Park Fees			
5	FROM: 7019	-	242035	600169	Mansfield Dam	\$10,997.06	FT	DAR
	TO: 0001	1490220001	428010		Park Fees			
6	FROM: 7019	-	242036	600175	Pace Bend	\$50,994.65	FT	DAR
	TO: 0001	1490220001	428010		Park Fees			
7	FROM: 7019	-	242037	600178	Sandy Creek	\$706.59	FT	DAR
	TO: 0001	1490220001	428010		Park Fees			
8	FROM: 7019	-	245060	N/A	Escrow Interest	\$164.10	FT	DAR
	TO: 0001	1490220001	428010		Park Fees			
9	FROM: _____	-	_____	_____	_____	\$0.00	FT	DAR
	TO: _____	-	_____	_____	_____			

JUSTIFICATION: Needs rebudgeting to meet commodity code requirements
 Other, please specify:

Types of Requests
 Transfer - TR
 Amendment - AM
 Discussion - DS
 Automatic - AU

FY2014 2nd Qtr net park revenue totaling \$91,331.85 from the LCRA Escrow Fund to the County's General Fund. This submission is in accordance with CC approval of May 17, 1999 considering and approving such quarterly transfers under agenda "Budget Transfers and Amendments".

DARame
4/24/14



 Signature of Elected/Appointed Official

4/21/14

 Date

Transportation & Natural Resources
 LCRA/Travis County Parks
 31-Mar-14

FY 2014 2nd Qtr. Transfer to General Fund & CIP

SAP-LCRA Escrow Fund No. 7019						
GL Account No.	LCRA Park	2nd Qtr Revenues 1/1/13-3/31/13	Adjustment	Less: FY2013 LCRA Admin. Fee Payment 2nd Qtr	Less: Pending 2nd Qtr Trsfr. To CIP Fund 0109 Cost Center 1490220109 GL Acct. No. 428010	Net Amount to Transfer to General Fund 0001 Cost Center 1490220001 GL Acct. No. 428010
				<i>Estimated</i>		
242031	Arkansas Bend	142.00	-	(7.17)	(21.30)	113.53
242032	Bob Wentz	8,827.00	-	(642.06)	(1,324.05)	6,860.89
242033	Cypress Creek	-	-	-	-	-
242034	Hippie Hollow	27,681.00	-	(2,033.82)	(4,152.15)	21,495.03
242035	Mansfield Dam	14,223.00	-	(1,092.49)	(2,133.45)	10,997.06
242036	Pace Bend	65,387.00	-	(4,584.30)	(9,808.05)	50,994.65
242037	Sandy Creek	895.00	-	(54.16)	(134.25)	706.59
	Sub-total:	\$117,155.00	\$0.00	(\$8,414.00)	(\$17,573.25)	\$91,167.75
245060	Interest	164.12				164.10
	Total:	\$117,319.12	\$0.00	(\$8,414.00)	(\$17,573.25)	\$91,331.85

**LCRA/TRAVIS COUNTY PARKS
FY 2014/INTEREST ACTIVITY**

SAP System Fund No. GL Account No.	CIP Fund 0109 441060	LCRA Escrow Fund 7019 245060	Total
PERIOD			
OCT '13	815.66	98.19	913.85
NOV	1,422.31	165.93	1,588.24
DEC	572.41	30.13	602.54
1ST QTR	\$2,810.38	\$294.25	\$3,104.63
JAN' 14	2,450.91	68.08	2,518.99
FEB	803.95	29.78	833.73
MAR	1,236.43	66.24	1,302.67
2ND QTR	\$4,491.29	\$164.10	\$4,655.39
YTD	\$7,301.67	\$458.35	\$7,760.02
APR			0.00
MAY			0.00
JUN			0.00
3RD QTR	\$0.00	\$0.00	\$0.00
YTD	\$7,301.67	\$458.35	\$7,760.02
JUL			0.00
AUG			0.00
SEP '14			0.00
4TH QTR	0.00	0.00	0.00
YTD	\$7,301.67	\$458.35	\$7,760.02

Allocated Reserve Status (580010)

Amount	Dept Transferred Into	Date	Explanation
10,718,725.00			Beginning Balance
13,799.02	Allocated Reserve	10/8/13	Liquidated Purchase Orders-Variou Depts
7,350.74	Allocated Reserve	10/15/13	Liquidated Purchase Orders-Variou Depts
(23,425.00)	Constable Pct. 1	10/22/13	Constable Staffing @ 5501 Airport
5,352.82	Allocated Reserve	10/22/13	Liquidated Purchase Orders-Variou Depts
2,506.95	Allocated Reserve	10/29/13	Liquidated Purchase Orders-Variou Depts
(8,018.00)	FMD	11/5/13	Security Fencing Project
(19,327.00)	Sheriff's Office	11/5/13	TCSO Deputy for County Court-at-Law #8
3,478.13	Allocated Reserve	11/5/13	Liquidated Purchase Orders-Variou Depts
(25,000.00)	HRMD	11/12/13	NeoGov Maintenance Agreement
150.00	Allocated Reserve	11/12/13	Liquidated Purchase Orders-Variou Depts
(28,482.00)	Probate Court	11/19/13	Probate Judge's Additional Pay
23,517.75	Allocated Reserve	11/19/13	Liquidated Purchase Orders-Variou Depts
(59,065.00)	Constable Pct. 1	11/26/13	Constable Staffing @ 5501 Airport
(25,000.00)	FMD	11/26/13	Constable Staffing @ 5501 Airport
(339,552.38)	Purchasing	11/26/13	Disparity Study
18,954.85	Allocated Reserve	11/27/13	Liquidated Purchase Orders-Variou Depts
32,868.06	Allocated Reserve	12/20/13	Liquidated Purchase Orders-Variou Depts
(4,141.00)	County Judge	12/30/13	ACC Internship Program
(4,141.00)	Civil Courts	12/30/13	ACC Internship Program
(4,141.00)	Cons. Pct. 1	12/30/13	ACC Internship Program
(4,141.00)	Records Mngt.	12/30/13	ACC Internship Program
2,128.88	Allocated Reserve	1/7/14	Liquidated Purchase Orders-Variou Depts
(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
4,141.00	County Judge	4/1/14	Reimbursement of unused funds for ACC Internship Program
10,551.26	Allocated Reserve	4/1/14	Liquidated Purchase Orders-Variou Depts
5,621.75	Allocated Reserve	4/8/14	Liquidated Purchase Orders-Variou Depts
1,048.88	Allocated Reserve	4/17/14	Liquidated Purchase Orders-Variou Depts
6,024,511.75	Current Balance		

Allocated Reserve Status (580010)

Possible Future Expenses Against Allocated Reserve Previously Identified:

Explanation	
(\$310,200)	Records Management - Postage Cost of City of Austin Redistricting
(\$275,000)	Civil Courts-Legally Mandated Fees- Civil Indigent Attorney Fees
(\$228,552)	Criminal Courts - Veterans Court
(\$175,000)	Criminal Courts-Legally Mandated Fees - Attorney Fees for Capital Cases
(\$150,000)	Human Resources - Tuition Reimbursement Program
(\$144,233)	Civil Courts - Family Drug Treatment Court
(\$62,350)	Criminal Justice Planning - Paralegal for OPR
(\$65,291)	Criminal Justice Planning - Paralegal for OCR
(\$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
(\$1,516,404)	Total Possible Future Expenses (Earmarks)
\$4,508,108	Remaining Allocated Reserve Balance After Possible Future Expenditures

Capital Acquisition Resources Account Reserve Status (580070)

CAR RESERVE TRANSFERS

Amount	Dept Transferred Into	Date	Explanation
2,431,317			Beginning Balance
(135,828)	ITS	10/29/13	EOB Renovations
(12,489)	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
1,894,714	Current Reserve Balance		

Possible Future Expenses Against CAR Reserves Previously Identified:

Amount	Explanation
(\$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)
\$690,168	Remaining CAR Reserve Balance After Possible Future Expenditures

Reserve for Emergencies and Contingencies Status (580120)

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

Fuel & Utilities Reserve Status (580130)

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

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

Amount	Dept Transferred Into	Date	Explanation
5,446,000.00			Beginning Balance
(1,779,411.00)	PBO	10/22/13	Phase I & II
(2,673,810.00)	PBO	4/8/14	IR/CA Contract
\$992,779 Current Reserve Balance			

Juvenile Justice Reserve Status (580260)

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

Smart Building Maintenance Reserve Status (580240)

Amount	Dept Transferred Into	Date	Explanation
297,948.00			Beginning Balance
(\$27,031)	FMD	4/15/14	Maintenance Expenditures for SMART facility
\$270,917 Current Reserve Balance			

Reserve for Replacement of Integrated Justice Systems Status (580160)

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

Reserve for State Funding Cuts Status (580310)

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

STAR Flight Maintenance Reserve Status (580320)

Amount	Dept Transferred Into	Date	Explanation
1,995,050.00			Beginning Balance
\$ (564,341)	EMS	4/15/14	Additional repairs needed
\$1,430,709 Current Reserve Balance			

Reserve for 1115 Waiver Participation Status (580200)

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

Reserve for Interlocal Agreements Status (580200)

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

Reserve for External Social Services Contracts Status (580200)

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

Sheriff's Office Overtime Reserve Status (580330)

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

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
\$37,202,097 Current Reserve Balance			



Travis County Commissioners Court Agenda Request

Meeting Date: 04/29/2014, 9:00 AM, Voting Session

Prepared By/Phone Number: Victoria Ramirez, Planning and Budget, 854-6039

Elected/Appointed Official/Dept. Head: Jessica Rio, Budget Director, Planning and Budget

Commissioners Court Sponsor: Judge Samuel T. Biscoe

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

- A. New grant application to the March of Dimes for the maternal bonding program in the Travis County Sheriff's Office to provide educational resources for pregnant women incarcerated at the Travis County Correctional Complex;
- B. Annual contract with the Texas Department of Housing and Community Affairs to continue the Comprehensive Energy Assistance Program in the Health and Human Services and Veterans Service Department; and
- C. Contract amendment with the Texas Department of Agriculture to update the personnel associated with the breakfast/lunch program in the Juvenile Probation Department.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Item A is a new application to expand and enhance the maternal bonding program in the Travis County Sheriff's Office.

Items B & C are contracts associated with approved annual grant applications.

STAFF RECOMMENDATIONS:

PBO recommends approval.

ISSUES AND OPPORTUNITIES:

Additional information is provided on the grant summary sheets.

FISCAL IMPACT AND SOURCE OF FUNDING:

No County matching funds are required for any of the items.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office

Jessica Rio

County Judge's Office

David Salazar

TRAVIS COUNTY

4/29/2014

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 #
A	137 Maternal Bonding Program	07/01/14 - 12/31/14	\$585	\$0	\$0	\$0	\$585	0.00	R	S	9
Contracts											
B	158 Comprehensive Energy Assistance Program (CEAP)	01/01/14 - 12/31/14	\$2,302,248	\$0	\$0	\$0	\$2,302,248	7.00	R	EC	18
C	145 National School Lunch/Breakfast Program*	07/01/13 - 06/30/14	\$307,204	\$0	\$0	\$0	\$307,204	0.00	R	S	41

* 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	10/01/13 - 12/31/14	\$37,450	\$0	\$0	\$0	\$37,450	0.00	1/28/2014
145	Juvenile Accountability Block Grant: Local Assessment Center	09/01/14 - 08/31/15	\$47,903	\$5,323	\$0	\$0	\$53,226	0.00	1/28/2014
147	Emergency Management Performance Grant	10/01/13 - 09/30/14	\$69,699	\$69,699	\$0	\$0	\$139,398	0.00	1/28/2014
124	Travis County Veterans' Court	09/01/14 - 08/31/15	\$184,020	\$0	\$0	\$0	\$184,020	2.00	2/11/2014
124	Indigent Defense System Evaluation Project	10/01/14 - 09/30/15	\$122,813	\$0	\$0	\$0	\$122,813	1.00	2/11/2014
145	Streamlining Assessment Practices to Improve Youth Substance Abuse Outcomes	09/01/14 - 08/31/15	\$82,123	\$0	\$0	\$0	\$82,123	0.00	2/18/2014
145	Enhancing Services for Victims of Crime	09/01/14 - 08/31/15	\$66,761	\$16,690	\$0	\$0	\$83,451	1.20	2/18/2014
145	Drug Court & In-Home Family Services	09/01/14 - 08/31/15	\$241,596	\$26,844	\$0	\$0	\$268,440	2.30	2/18/2014
145	Trauma Informed Assessment and Response Program	09/01/14 - 08/31/15	\$110,745	\$0	\$0	\$0	\$110,745	0.50	2/18/2014
142	State Drug Court Training Grant	09/01/14 - 08/31/15	\$197,000	\$0	\$0	\$0	\$197,000	0.00	2/25/2014
145	The Eagle Soars: An Educational and Career Development Program	09/01/14 - 08/31/15	\$75,822	\$0	\$0	\$0	\$75,822	0.00	2/25/2014
142	Drug Diversion Court	09/01/14 - 08/31/15	\$132,586	\$0	\$0	\$0	\$132,586	0.00	2/25/2014
139	Adult Probation DWI Court	09/01/14 - 08/31/15	\$242,175	\$0	\$0	\$0	\$242,175	4.00	2/25/2014
119	Family Violence Accelerated Prosecution Program	09/01/14 - 08/31/15	\$85,874	\$34,217	\$0	\$17,088	\$137,179	2.23	2/25/2014
122	Family Drug Treatment Court	09/01/14 - 08/31/15	\$142,657	\$0	\$0	\$0	\$142,657	0.00	2/25/2014

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

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

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
145	Continuing the Culture of Safety	10/01/14 - 03/30/16	\$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
137	SCATTF - Sheriff's Combined Auto Theft Task Force	09/01/14 - 08/31/15	\$973,494	\$134,925	\$143,986	\$153,522	\$1,405,927	12.00	4/22/2014
			\$6,800,887	\$4,002,536	\$187,437	\$226,610	\$11,217,470	37.13	

*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' 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*	10/01/09 - 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

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

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

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
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	01/01/14 - 12/31/14	\$20,000	\$0	\$0	\$0	\$20,000	0.00	1/7/2014
158	2013 Phase 31 Emergency Food and Shelter Program	07/01/13 - 05/31/14	\$25,000	\$0	\$0	\$0	\$25,000	0.00	1/7/2014

**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
137	TxDOT Impaired Driving Mobilization	01/13/14 - 09/30/14	\$20,100	\$7,033	\$0	\$0	\$27,133	0.00	1/28/2014
137	Edward Byrne Justice Assistance Grant	11/13/13 - 09/30/16	\$80,260	\$0	\$0	\$0	\$80,260	0.00	1/28/2014
149	Pace Bend Park -Tournament Point Boat Ramp*	09/30/12 - 09/30/15	\$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
137	2010 Byrne Justice Assistance Grant*	10/01/09 - 09/30/14	\$114,285	\$0	\$0	\$0	\$114,285	0.00	4/1/2014
			\$9,421,787	\$630,742	\$71,664	\$183,333	\$10,307,526	39.17	

*Amended from original agreement.

FY 2014 Grants Summary Report
Permissions to Continue Approved by Commissioners Court

Dept	Name of Grant	Grant Term per Application	Personnel Cost	Amount requested for PTC			Filled FTEs	PTC Expiration Date	Approval Date	Cm. Ct. PTC	Has the General Fund been Reimbursed?
				Operating Transfer	Total Request	Total Request					
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	09/01/13 - 08/31/14	\$13,150	\$0	\$13,150	1.00	10/31/2013	8/27/2013		Yes	
119	Other Victim Assistance Grant Program	09/01/13 - 08/31/14	\$9,286	\$0	\$9,286	1.00	10/31/2013	8/27/2013		Yes	
122	Family Drug Treatment Court	09/01/13 - 08/31/14	\$5,422	\$0	\$5,422	1.00	9/30/2013	8/27/2013		Yes	
124	Veterans' Court Program	09/01/13 - 08/31/14	\$13,801	\$0	\$13,801	2.00	10/31/2013	8/27/2013		Yes	
137	Child Abuse Victim Services Personnel Program	09/01/13 - 08/31/14	\$8,852	\$0	\$8,852	1.00	10/31/2013	8/27/2013		Yes	
142	Drug Diversion Court Program	09/01/13 - 08/31/14	\$10,376	\$0	\$10,376	1.00	10/31/2013	8/27/2013		Yes	
145	Juvenile Accountability Block Grant Local Assessment Center Program	09/01/13 - 08/31/14	\$9,800	\$0	\$9,800	1.00	10/31/2013	8/27/2013		Yes	
145	Trauma Informed Assessment and Response Program	09/01/13 - 08/31/14	\$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	09/01/13 - 08/31/14	\$10,250	\$0	\$10,250	1.00	10/31/2013	8/27/2013		Yes	
145	Texas Juvenile Justice Department Grants	09/01/13 - 08/31/14	\$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 Approved by Commissioners Court

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 Recovery 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	01/01/14 - 12/31/14	\$63,805	\$500,000	\$563,805	7.00	3/31/2014	12/10/2013	No	
158	Low Income Home Energy Assistance Act Weatherization Assistance Program**	01/01/14 - 03/31/14	\$0	\$200,000	\$200,000	0.00	6/30/2014	4/8/2014	No	
Totals			\$761,618	\$707,300	\$1,468,918	129.17				

** This request will temporarily use General Fund resources for grant program related operating expenses. Expenses will be made in the General Fund and reclassified against the grant once funds are available.



**TRAVIS COUNTY
FY 14 GRANT SUMMARY SHEET**

Contract #:

SAP #:

Check One:	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input checked="" type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
Department/Division:	Sheriff's Office	
Contact Person/Title:	Karen Maxwell, Senior Planner	
Phone Number:	(512) 854-7508	

Grant Title:	Maternal Bonding Program		
Grant Period:	From: <input style="width: 100px;" type="text" value="07/01/2014"/>	To: <input style="width: 100px;" type="text" value="12/31/2014"/>	
Fund Source:	Federal: <input type="checkbox"/>	State: <input type="checkbox"/>	Local: <input checked="" type="checkbox"/>
Grantor:	Texas Chapter March of Dimes		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Originating Grantor:			

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:	\$ 585.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 585.00
Capital Equipment:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Indirect Costs:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Totals:	\$ 585.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 585.00
FTEs:	0.00	0.00	0.00	0.00	0.00

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

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

Performance Measures					
#	Measure	Actual FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
+ - Applicable Departmental Measures					
1.					
2.					
3.					
+ - Measures for the Grant					
1.	Individuals served by Maternal Bonding Program	n/a	n/a	340	
	Outcome Impact Description				
2.					
	Outcome Impact Description				
3.					
	Outcome Impact Description				

PBO Recommendation:

This is a new grant application to the March of Dimes from the Sheriff's Office to fund the purchase of educational materials for pregnant women incarcerated at the Travis County Correctional Complex. The grant would provide \$585 to purchase materials to serve an estimated 340 individuals.

There is no match requirement and no requirement to continue the program after termination of the grant. PBO recommends approval of the application.

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

While incarcerated in the Travis County Correctional Complex, inmates have opportunities to participate in programs that help them make significant transformations in their lives. During the 2013 fiscal year, 321 pregnant women were booked into jail. TCSO currently employs a nurse practitioner who provides pre-natal care and discusses the importance of breastfeeding for this segment of the inmate population. A weekly pregnancy support group is provided to these females to provide education and monitor mental health. The requested grant materials will expand and enhance this programming providing valuable information and further promoting healthy choices.

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

None

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

No matching funds required.

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

No

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

No. Upon completion of the grant period, purchased curriculum will be used with existing department resources to continue providing this educational opportunity for pregnant inmates in the TCCC.

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

The Maternal Bonding Program is an expansion and enhancement of the current programming offered to the pregnant females incarcerated at the Travis County Correctional Complex.

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.

During 2013, there were 321 pregnant women incarcerated at the Travis County Correctional Complex. Those eligible, attended a weekly support group together. This grant request will offer an opportunity to expand that programming to include the evidence-based March of Dimes curriculum, Becoming A Mom. Additionally, the breastfeeding guide will be utilized during their future group time for educational and inspirational purposes. For these women, the DVD, Healthy Pregnancy, Healthy Baby will also be shown. This grant application will provide resources to serve 340 individuals.



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

April 11, 2014

MEMORANDUM

To: The Travis County Commissioners Court
From: Karen Maxwell, Senior Planner 
Subject: Grant Application - Maternal Bonding Program
March of Dimes, Chapter Community Grants Program

Recently, Travis County Sheriff's Office programs staff assigned to the Travis County Correctional Complex became aware of a grant opportunity through the March of Dimes Region 7 Texas Chapter for Community Grants. Attached you will find the grant application and supporting narrative for this proposal. If awarded, this opportunity will provide funds to purchase materials enhancing programming for pregnant females who are in custody at the Travis County Correctional Complex. This small request has the potential to make a large difference in the lives of women and their babies. Curriculum and materials will enhance a program being implemented to strengthen the maternal bond with women and their children and to promote healthy choices for pregnant women. Total amount requested is \$585 for curriculum, an educational DVD, and informational materials to be given to the inmates participating in the program. There is no required match.

We are requesting the Commissioners Court approve submission of this grant application. If you have questions, please don't hesitate to contact me at 854-7508.

Cc: Matt Naper County Auditor's Office
Jennifer Kraber, County Attorney's Office
Travis Gatlin, PBO

Purpose

The March of Dimes is a national voluntary health agency whose mission is to improve the health of babies by preventing birth defects and infant mortality. Founded in 1938, the March of Dimes funds programs of research, community services, education and advocacy to save babies and in 2003 launched a multi-year campaign to address the increasing rate of premature birth.

As part of this effort, the Texas Chapter invites you to participate in our 2014 Community Awards Program. The goal of the community awards program is to identify and fund grass roots, community-based programs addressing the health concerns of pregnant women and infants in the state of Texas.

Community Awards can be made to support activities to include but are not limited to: purchase and distribution of March of Dimes health education materials, implementation of March of Dimes community programs (e.g. Stork's Nest® and Becoming a Mom/Comenzando bien® and <39 Weeks Initiative), direct patient services supporting the March of Dimes' mission or a conference for health professionals. To view our product catalogue, visit the March of Dimes Web site at www.marchofdimes.com. Community Award applications should be geared toward projects that have the potential to reduce the incidence of preterm birth.

Please Note: Community Awards may not be used to support equipment or furniture, individual tuition or conference fees, dues or membership fees, employee salary or programs requiring long-term March of Dimes funding.

Available Funding and Eligibility

Total funding available for Public Health Region 7 is \$4,500. Individual awards may be granted up to \$3,000. The applicant must provide services in Texas. For larger scale projects, contact the Texas Chapter to learn more about how to apply for a chapter grant.

In order to be eligible to receive a March of Dimes community award, an organization must be an incorporated not-for-profit 501(c)(3) or for profit organization or government agency. **The March of Dimes does not award grants to individuals.** Applicants must disclose any conflict of interest due to representation by their organization on the chapter's Program Services Committee or the Chapter or Division Board of Directors.

Application Instructions

1. Complete the attached Application Cover Sheet (handwritten applications will not be accepted).
2. Include a maximum of three pages outlining the following:
 - Name of agency/organization requesting the award
 - Narrative of the mission and history of the organization
 - Description of the program/project that the funds will support
 - Description of budget items requested (please detail)
 - How the program/project meets community needs and relates to the March of Dimes mission
3. Include the following: 1) Form W-9 (Request for Taxpayer Identification Number Certification) and copy of 501(c)(3) status (if applicable).
4. Email the entire application to hgardiner@marchofdimes.com by 5 pm CST on or before April 30, 2014.
5. Notification of decisions will be on or before May 30, 2014.
6. Feel free to contact Haley Gardiner by phone 512.568.3452 or by e-mail at hgardiner@marchofdimes.com if you have questions about this application process.

Applications must be received by 5:00PM CST on 04/30/14. Late applications will not be accepted.

March of Dimes
Chapter Community Grants Program
2014 COMMUNITY AWARD BUDGET PAGE



Organization: Travis County Sheriff's Office

Project Name: Maternal Bonding Program

Grant Period: July 1 – December 31, 2014

BUDGET (Please detail how funds will be spent) <i>Funds <u>may not</u> be used to support equipment or furniture, individual tuition or conference fees, dues or membership fees, employee salary or programs requiring long-term March of Dimes funding.</i>	PROPOSED AMOUNT
Becoming a Mom curriculum 09-2457-09	\$ 175.00
	\$
Healthy Pregnancy, Healthy Baby dvd 09-2603-12	\$ 60.00
	\$
	\$
Breastfeeding: A How to Guide (14 packets)	\$350.00
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL AMOUNT REQUESTED	\$585.00
<i>(Please <u>round</u> figures to the <u>nearest dollar</u> and <u>check budget totals for accuracy.</u>)</i>	

Signature – Primary Staff Person Date

Signature – County Judge Date



JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON

TRAVIS COUNTY SHERIFF

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MARK SAWA
Major - Administration & Support

March of Dimes
Chapter Community Grants Programs
2014 Community Award Application

The Inmate Mental Health, Counseling and Education Programs section of the Travis County Sheriff's Office is requesting a 2014 March of Dimes Community Award of \$585.00 for materials to enhance programming for pregnant females that are incarcerated at the Travis County Correctional Complex in Del Valle, Texas.

Since 1840 the Travis County Sheriff has been the chief law enforcement officer of Travis County which includes the responsibility of running the Travis County Jail. The Travis County Jail is located in downtown Austin behind the Travis County Courthouse. Recently arrested individuals are brought into the booking facility on charges ranging from Class C Misdemeanors to Capital Felonies. Many inmates are released from this facility within hours of their arrest; however, there are those who must remain in jail for a longer duration.

These inmates are transferred to the Travis County Correctional Complex in Del Valle, Texas. The complex houses around 2,300 inmates on any given day. The majority of these inmates are considered "pre-trial" and will most likely return to their communities within a few days or weeks. The remaining few will be sentenced and transferred to prison.

While the primary duty to maintain law and order has not changed over the 174 year history of the Travis County Sheriff's Office (TCSO), there has been an evolution in thought on how this goal should be achieved. Modern day programming in the jail originated out of a settlement from a federal lawsuit against Travis County in the 1970's and early 1980's primarily to address inmate rights while they are incarcerated. Today we recognize that services must be provided that will help them develop the means to make substantive life changes. This will allow them to become productive and contributing citizens. To this end, TCSO has dedicated significant resources towards providing programming to inmates in the jail through the Inmate Mental Health, Counseling and Education Section of the Sheriff's Office. Our mission is:

TCSO Mental Health, Counseling and Education Services is a team of dedicated professionals, community partners and volunteers who offer quality programming concentrated on stabilization, self-improvement and transition back to the community by addressing the mental, emotional and educational needs of inmates.

While incarcerated at TCCC, inmates have the opportunity to participate in programs that help make a significant transformation in their lives. This is accomplished through a full time staff, volunteers and community partners who develop and facilitate programs focused on specific needs of the inmates in the following areas:

- Women, Families and Children;
- Substance Use Disorders,
- Youthful Offenders and Veterans
- Pre-High School and GED Education
- Post High School and GED Education and Workforce Development

In addition to these services, mental health professionals provide treatment to inmates who have mental illnesses and re-entry planning is completed for those who are homeless or are eligible for entitlement benefits.

One particular group of inmates that has many complex needs is pregnant females. During the 2013 fiscal year, 321 pregnant women were booked into jail and 301 during fiscal year 2012. These women bring with them a host of challenges including: substance abuse/dependency, poor nutrition, little prenatal care, and a lack of financial and emotional support. All of this makes them at risk for preterm labor, birth defects and infant mortality.

TCSO currently employs a nurse practitioner who provides pre-natal care and discusses the importance of breastfeeding. A weekly pregnancy support group is provided to these females to provide education and monitor mental health. Additionally, an electrical pump is available for those who have given birth.

In order to strengthen the maternal bond with their children, in the near future TCSO will begin a program designed to encourage eligible women to breastfeed their infants while they are incarcerated. An award of the March of Dimes *Breastfeeding Guide* would be extremely valuable in further promoting healthy choices to all pregnant women. It is expected that each pregnant woman receiving the guide will learn the importance of skin to skin contact with her baby and the superior nutritional value of breast milk.

The March of Dimes *Becoming a Mom* curriculum and the *Healthy Pregnancy, Healthy Baby* DVD would be a great asset to the support meetings. The curriculum and DVD would reinforce the importance of having a healthy pregnancy by encouraging prenatal care, the importance of a healthy diet, prenatal vitamins and stress coping mechanisms. All of this would reduce the incidence of babies born prematurely, with low birth weights, fetal alcohol syndrome or other birth challenges. The March of Dimes materials would add a level of credibility when addressing such issues with the women.

The March of Dimes provides much needed evidence-based materials. TCSO is requesting an award of those materials and wishes to further join with the March of Dimes in its mission to help “moms have full-term pregnancies” for those mothers who happen to be incarcerated.



**TRAVIS COUNTY
FY 14 GRANT SUMMARY SHEET**

Contract #: 58140001819

SAP #: 800346

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 checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	HHSVS / Family Support Services	
Contact Person/Title:	Lisa Glass / Financial Analyst Lead	
Phone Number:	854-4594	

Grant Title:	Comprehensive Energy Assistance Program (CEAP)		
Grant Period:	From: 01/01/2014	To: Dec 31, 2014	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Texas Department of Housing & Community Affairs		
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:	U. S. Department of Health and Human Services		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 316,394.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 316,394.00
Operating:	\$ 1,985,854.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1,985,854.00
Capital Equipment:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Indirect Costs:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Totals:	\$ 2,302,248.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 2,302,248.00
FTEs:	7.00	0.00	0.00	0.00	7.00

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"/>	CS	
County Attorney	<input checked="" type="checkbox"/>	MEG	

Performance Measures					
#	Measure	Actual FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
+ - Applicable Departmental Measures					
1.	Number of individuals receiving utility assistance	28,358	15,000	15,000	
2.					
3.					
+ - Measures for the Grant					
1.	Number of Households receiving utility assistance through the two grant components: Household Crisis and Utility Assistance	6,653	5,315	7,281	
Outcome Impact Description		Utility assistance provided by this program is used to address a household energy crisis situation or provide multiple term energy payments for the household in order to achieve energy self-sufficiency.			
2.					
Outcome Impact Description					
3.					
Outcome Impact Description					

PBO Recommendation:

Health and Human Services and Veterans Service is requesting Commissioners Court approval of a grant award for the Comprehensive Energy Assistance Program from the Texas Department of Housing and Community Affairs (TDHCA). The grant award is for \$2,302,248.

These funds will be used to assist low-income households with heating and cooling energy utility assistance, with priority given to those in predesignated special need categories. During a period (1/31/14-3/31/14) where the grant contract between the grantor and the County were being negotiated, the Department requested and received approval to use \$500,000 of General Fund monies to complete the ongoing needs of the program until a fully executed contract was obtained from the Texas Department of Housing and Community Affairs. Now that the grant award is complete, these funds will be reimbursed to the General Fund.

There are no indirect costs associated with this grant, no County match is required and no there is no commitment by the Court to fund services if funds are discontinued.

PBO recommends approval of this contract.

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

The program goal is to assist households in need to achieve energy self-sufficiency by providing household heating and cooling energy utility assistance for low-income families or individuals. The households may seek utility assistance to address an energy crisis situation or the situation may need a multiple payment term which is provided by the program guidelines. The program assists households with priority given in no particular order to elderly, persons with disabilities, households with a child 5 years of age or under, households with high energy burden and households with high energy consumption. This program funding helps in meeting the department's goal of achieving energy self-sufficiency for low-income families and individuals within Travis County.

The department utilizes funding from the CEAP program for providing clients with case management services to address other household issues other than those encompassing energy needs.

The department has been assisting households following these grant guidelines through approved permission to use the department's general fund totaling \$500,000 for direct services and through an approved permission to continue request for the seven temporary employees in this grant in the amount of \$63,805.

The delay for the approval of this grant contract is due to negotiations between Travis County and TDHCA regarding the contract language. This version of the contract is the result of those negotiations.

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

No additional funds are required.

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

There is no County match required and no commitment by the Court to fund services if funds are discontinued.

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

This grant's funding source (Texas Department of Housing and Community Affairs) only allows for reimbursement costs related to salaries of current and/or temporary staff performing allowable functions associated with administrative and program services. There is no 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.

Yes

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

N/A

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

Travis County Health and Human Services & Veterans Service Family Support Services division staff performs client eligibility interviews with clients seeking assistance provided by this program and the other programs available through the department. These CEAP grant funds provide household utility assistance through the two utility assistance program components.

The CEAP program funding represents the department's largest program source for utility assistance. Funding made available from this program has a dramatic impact on the number of requests that can be met by the department for utility assistance issues from Travis County residents.



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE
502 E. Highland Mall Blvd.
P. O. Box 1748
Austin, Texas 78767**

**Sherri E. Fleming
County Executive
(512) 854-4100
Fax (512) 854-4115**

DATE: April 16, 2014

TO: MEMBERS OF THE COMMISSIONERS COURT

FROM: *Stacey Acely for Sherri E. Fleming*
Sherri E. Fleming, County Executive
Travis County Health and Human Services and Veterans Service

SUBJECT: Acceptance of 2014 Comprehensive Energy Assistance Program (CEAP) Grant Contract

Proposed Motion: Consider and take appropriate action to approve the contract with Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program Grant for 2014.

Summary and Staff Recommendation: Staff requests the acceptance of this contract from the Texas Department of Housing and Community Affairs. The grant funding will be \$2,302,248. The department has been assisting households following these grant guidelines through approved permission to use the department's general fund totaling \$500,000. The department has also received approval for a permission to continue for the seven temporary employees in this grant in the amount of \$63,805.

CEAP grant funds will be used to respond to requests for utility assistance from County residents who have a household income level at or below 125% of the current Federal Poverty Income Guidelines and who are unable to meet their household energy needs. Priority is given to those households with elderly individuals, persons with disabilities, households with a child 5 years of age or under, households with high energy burden or energy consumption.

This contract is the result of negotiations between TDHCA and Travis County involving the contract language. The County requested certain changes in the contract, and TDHCA denied some of those requests. For that reason, this Contract includes provisions which: (1) allow TDHCA to withhold payments and immediately suspend the contract for identified County

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failures to perform under this or ANY OTHER STATE CONTRACT in Section 7; (2) allows TDHCA to remove records from the County premises and to retain ownership of County-created records in Section 9; and (3) authorizes TDHCA to REQUIRE the County to make changes in accounting, personnel, procurement and management procedures and systems in order to with their requirements in Section 14. It should be noted these are identified risks within the contract, and the risk of enforcement is low.

Budgetary and Fiscal Impact: We will be able to use the CEAP funds for direct services, administration, and case management services. The funds for direct services will be budgeted in the corresponding indigent utility assistance GL accounts. No matching funds are required. The contract period is 01/01/14 through 12/31/14.

Background: The Health and Human Services & Veterans Service department has provided the CEAP program and its great value to the community for the past nineteen years. The department coordinates its efforts with other community resources such as faith-based organizations and local agencies providing services to low-income residents of Travis County to ensure residents will attain the assistance they are seeking.

Within the past year for this program, the department assisted 5,040 households within Travis County. The operation of this grant allows our department the ability to provide assistance to clients who are experiencing an energy-related hardship, and provide case management services to clients. The aim of such services, to assist clients in obtaining self-sufficiency, is consistent with the goal of the Travis County Health and Human Services and Veterans Service department.

It should be noted that this is the nineteenth year that the CEAP contract has been electronically made available to Travis County. Therefore, in addition to the Commissioners Court authorizing Judge Biscoe to sign the hard copy of the contract, it is also necessary for the Judge to authorize the County Purchasing Agent to sign off on the electronically transmitted contract.

cc: Leroy Nellis, Acting County Executive, Planning and Budget Office
Aerin Toussaint, Budget Analyst II, Planning and Budget Office
Nicki Riley, CPA, Travis County Auditor
Cynthia Sayles, Auditor Analyst III, County Auditors Office
Cyd Grimes, C.P.M., C.P.P.O., Travis County Purchasing Agent
Scott Worthington, Business Analyst, Purchasing Department
Mary Etta Gerhardt, Assistant County Attorney
Jim Lehrman, Division Director, Family Support Services

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. 58140001819 FOR THE
FY 2014 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

SECTION 1. PARTIES TO THE CONTRACT

This Comprehensive Energy Assistance Program Contract No. **58140001819** (the "Contract") is made by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas (the "Department"), and Travis County, a political subdivision of the State of Texas (the "Subrecipient"), hereinafter the "Parties".

SECTION 2. CONTRACT TERM

This Contract shall commence on **January 01, 2014**, and, unless earlier terminated, shall end on **December 31, 2014** (herein the "Contract Term").

SECTION 3. SUBRECIPIENT PERFORMANCE

Subrecipient shall, on an equitable basis throughout its service area, operate a Comprehensive Energy Assistance Program, (hereinafter the "CEAP"), in accordance with the Economic Opportunity Act of 1964 (Public Law 88-452), the Low-Income Home Energy Assistance Act of 1981 as amended (42 U.S.C. Sec. 8621 et seq.) (Title XXVI of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35, as amended) (hereinafter the "LIHEAP Act"), Chapter 2306 of the Texas Government Code (hereinafter the "State Act"), the implementing State regulations under Title 10, Part 1, Chapter 1 and Chapter 5, Subchapters A and D of the Texas Administrative Code, as amended or supplemented from time to time (hereinafter the "State Rules"), the LIHEAP State Plan, Subrecipient's Service Delivery Plan as defined in the State Rules, the Department's guidance related to CEAP, all applicable state and federal regulations and the terms of this Contract. Subrecipient shall assist Low-Income Households as defined in the State Rules with priority being given in no particular order to Elderly Persons as defined in the State Rules, Persons with Disabilities as defined in the State Rules, Households with a young child 5 years of age or under, Households with High Energy Burden as defined in the State Rules and Households with High Energy Consumption as defined in the State Rules. Subrecipient shall implement the CEAP in accordance with the Certifications attached hereto as Exhibit A, the Budget attached hereto as Exhibit B, the Personal Responsibility and Work Opportunity Act of 1996 ("PRWORA") Requirements for the CEAP attached hereto as Exhibit C, , and all such Exhibits incorporated herein for all relevant purposes; the assurances, certifications, and all other statements made by Subrecipient in its application funding under this Contract; and with all other terms, provisions, and requirements herein set forth.

SECTION 4. DEPARTMENT OBLIGATIONS

- A. In consideration of Subrecipient's satisfactory performance of this Contract, Department shall reimburse Subrecipient for the actual allowable costs for administrative expenditures and Program Services as defined in the State Rules, incurred by Subrecipient during the Contract Term and for the actual allowable costs for direct services incurred by Subrecipient, in the amount specified in Exhibit B, Budget, of this Contract.
- B. Any decision to obligate additional funds or deobligate funds shall be made in writing by Department in its sole discretion based upon factors including, but not limited to, the status of funding under grants to Department, the rate of Subrecipient's utilization of funds under this or previous contracts, the existence of questioned or disallowed costs under this or other contracts between the Parties, and Subrecipient's overall compliance with the terms of this Contract.
- C. Department's obligations under this Contract are contingent upon the actual receipt of funds from the U.S. Department of Health and Human Services. If sufficient funds are not available to make payments under this Contract, Department shall notify Subrecipient in writing within a reasonable time after such fact is determined. Department shall then terminate this Contract and will not be liable for the failure to make any payment to Subrecipient under this Contract. Department acknowledges that it has received obligations from those sources which, if paid, will be sufficient to pay the allowable costs incurred by Subrecipient under this Contract.
- D. Department is not liable for any cost incurred by Subrecipient which:
 - 1. is subject to reimbursement by a source other than Department;
 - 2. is for performance of services or activities not authorized by the LIHEAP Act, or which is not in accordance with the terms of this Contract;

3. is not incurred during the Contract Term;
 4. is not reported to Department on a monthly expenditure or performance report within forty five (45) days following the end of the Contract Term; or
 5. is incurred for the purchase or permanent improvement of real property.
- E. Subrecipient shall refund, within fifteen (15) days of the Department's request, any sum of money paid to Subrecipient which Department determines has resulted in an overpayment or has not been spent in accordance with the terms of this Contract.
- F. Notwithstanding any other provision of this Contract, the total of all payments and other obligations incurred by Department under this Contract shall not exceed the sum of **\$2,302,248.00**.

SECTION 5. METHOD OF PAYMENT/CASH BALANCES

- A. Each month, Subrecipient may request an advance payment of CEAP funds under this Contract. As per the Uniform Grant Management Standards, 34 TAC §20.421 et seq (herein "UGMS"), Subrecipient's requests for advances shall be limited to the amount needed and be timed to be in accordance with actual immediate cash requirements of the Subrecipient in carrying out the purpose of this Contract.
- B. Subrecipient shall establish procedures to minimize the time elapsing between the disbursement of funds from Department to Subrecipient and the expenditure of such funds by Subrecipient.
- C. Subrecipient must request an advance payment by submitting a properly completed monthly expenditure report to the Department through the electronic reporting system no later than the fifteenth (15th) day of the month prior to the month for which advance payment is sought.
- D. Subsection 4(A) notwithstanding, Department reserves the right to utilize a modified cost reimbursement method of payment, whereby reimbursement of costs incurred by a Subrecipient is made only after the Department has reviewed and approved backup documentation provided by the Subrecipient to support such costs for all funds if (1) Subrecipient maintains excessive cash balances or requests advance payments in excess of thirty (30) days need; (2) Department identifies any deficiency in the internal controls or financial management system used by Subrecipient; (3) Subrecipient violates any of the terms of this Contract; (4) Department's funding sources require the use of a cost reimbursement method of payment or (5) Subrecipient owes the Department funds.
- E. Department may offset or withhold any amounts otherwise owed to Subrecipient under this Contract against any amount owed by Subrecipient to Department arising under this Contract.
- F. All funds paid to Subrecipient under this Contract are paid in trust for the exclusive benefit of the eligible clients of the CEAP and for allowable administrative expenditures and Program Services costs incurred during the Contract Term.

SECTION 6. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. Except as expressly modified by law or the terms of this Contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in the UGMS. All references therein to "local government" shall be construed to mean Subrecipient.
- B. Uniform cost principles for political subdivisions are set forth in OMB Circular A-87 as implemented by 2 C.F.R. Part 225. Uniform administrative requirements for political subdivisions are set forth in OMB Circular A-102. OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," sets forth audit standards for governmental organizations and other organizations expending Federal funds. The expenditure threshold requiring an audit under Circular A-133 is \$500,000.
- C. Notwithstanding any other provision of this Contract, Department shall only be liable to Subrecipient for costs incurred or performances rendered for activities specified in the LIHEAP Act.
- D. Subrecipient may incur costs for activities associated with the closeout of the CEAP Contract for a period not to exceed forty five (45) days from the end of the Contract Term defined in Section 2 of this Contract.

SECTION 7. TERMINATION AND SUSPENSION

- A. Pursuant to §5.17 of the State Rules, Department may terminate this Contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes, but is not limited to, Subrecipient's failure to comply with any term of this Contract or reasonable belief that Subrecipient cannot or will not comply with the requirements of the Contract. If the Department determines that a Subrecipient has failed to comply with the terms of the Contract, or has failed to provide services that meet appropriate standards, goals, or other requirements established by the Department, Department will notify Subrecipient of the deficiencies to be corrected and require the deficiencies be corrected prior to implementing termination.

- B. Subrecipient's failure to expend the funds provided under this Contract in a timely manner may result in either the termination of this Contract or Subrecipient's ineligibility to receive additional funding under CEAP, or a reduction in the original allocation of funds to Subrecipient.
- C. Nothing in this Section shall be construed to limit Department's authority to withhold payment and immediately suspend this Contract if Department identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other deficiencies in Subrecipient's performance including but not limited to, Subrecipient's failure to correct any monitoring findings on this or any state contract or on a single audit review. Suspension shall be a temporary measure pending either corrective action by Subrecipient or a decision by Department to terminate this Contract.
- D. Notwithstanding any exercise by Department of its right of termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this contract by Subrecipient. Department may withhold any payment due to Subrecipient until such time as the exact amount of damages due to Department is agreed upon or is otherwise determined in writing between Parties.
- E. Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this Contract.

SECTION 8. ALLOWABLE EXPENDITURES

- A. The allowability of Subrecipient's costs incurred in the performance of this Contract shall be determined in accordance with the provisions of Section 4 and the regulations set forth in the LIHEAP Act and the State Rules, subject to the limitations and exceptions set forth in this Section.
- B. CEAP funds allow up to 6.25% of the award amount to be utilized for administrative costs. Administrative costs incurred by Subrecipient in performing this Contract are to be based on actual programmatic expenditures and shall be allowed up to the amount outlined in Exhibit B of this Contract. Eligible administrative costs include costs related to staff performance of management, accounting and reporting activities.
- C. Administrative and Program Services funds as defined under and in accordance with the State Rules are earned through provision of direct services to clients. Subrecipient may choose to submit a final budget revision no later than forty five (45) days prior to the end of the Contract Term to use its administrative and Program Services funds for direct service categories; however, Subrecipient is still required to perform Program Services.

SECTION 9. RECORD KEEPING REQUIREMENTS

- A. Subrecipient shall maintain fiscal and programmatic records and supporting documentation for all expenditures of funds made under this Contract in accordance with the UGMS, Section III, Common Rule: State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart C -Post Award Requirements, .42.
- B. Subrecipient acknowledges that all information collected, assembled, or maintained by Subrecipient pertaining to this Contract, except records made confidential by law, is subject to the Texas Public Information Act (Chapter 552 of Texas Government Code) and must provide citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Contract subject to and in accordance with the Texas Public Information Act.
- C. Subrecipient shall give the U.S. Department of Health and Human Services, the U.S. General Accounting Office, the Texas Comptroller, the State Auditor's Office, and Department, or any of their duly authorized representatives, access to and the right to examine and copy, on or off the premises of Subrecipient, all records pertaining to this Contract. Such right to access shall continue as long as the records are retained by Subrecipient. Subrecipient agrees to maintain such records in an accessible location for the greater of: (i) four (4) years; (ii) if notified by the Department in writing, the date that the final audit is accepted with all audit issues resolved to the Department's satisfaction; (iii) if any litigation claim, negotiation, inspection, or other action has started before the expiration of the required retention period records must be retained until completion of the action and resolution of all issues which arise under it; (iv) a date consistent with any other period required by federal or state law or regulation. Subrecipient agrees to cooperate with any examination conducted pursuant to this Subsection. Upon termination of this Contract, all records are property of the Department.
- D. Subrecipient shall maintain a client file system to document direct services rendered. Each client file shall contain the following:
 - (1) Client application containing all Department requirements;
 - (2) Documentation/verification of client income for the thirty (30) days preceding their application for all household members eighteen (18) years and older, or Declaration of Income Statement (DIS) (if applicable). In order to use the DIS form, each subrecipient shall develop and implement a written policy and procedure on the use of the form, including policies requiring a client statement of efforts to obtain documentation of income with a notarized client signature; as outlined in § 5.407(e) of the State Rules.
 - (3) Copy of client's utility bill(s);

- (4) Energy consumption history for previous twelve (12) months (all fuel types) (not applicable for Household Crisis);
 - (5) Documentation of payment (Documentation of payment may be maintained in a separate file, but must be accessible to the Department.);
 - (6) Documentation of benefits determination;
 - (7) Notice of Denial Form (if applicable);
 - (8) Right of appeal and procedures for denial or termination of services (if applicable);
 - (9) Any documentation required by directives;
 - (10) Priority rating form; and
 - (11) Case notes sufficient to document that Program Service activity has occurred.
- E. Subrecipient shall maintain complete client files at all times. Costs associated with incomplete files found at the time of program monitoring may be disallowed.

SECTION 10. REPORTING REQUIREMENTS

- A. Subrecipient shall electronically submit to Department, no later than fifteen (15) days after the end of each month of the Contract Term, a Funding Report of all expenditures of funds and clients served under this Contract during the previous month. **These reports are due even if Subrecipient has no new activity to report during the month.**
- B. Subrecipient shall submit to Department, no later than forty five (45) days after the end of the Contract Term, an inventory of all vehicles, tools, and equipment with a unit acquisition cost of \$5,000 and /or a useful life of more than one year, if purchased in whole or in part with funds received under this Contract or previous CEAP contracts. The inventory shall include the vehicles, tools, equipment, and appliances purchased with Energy Crisis funds on hand as of the last day of the Contract Term. Subrecipient acknowledges that all equipment and supplies purchased with funds from the CEAP are the property of CEAP and as such, stay with the subrecipient which provides CEAP services in the service area.
- C. Subrecipient shall electronically submit to Department, no later than forty five (45) days after the end of the Contract Term, a final report of all expenditures of funds and clients served under this Contract. Failure of Subrecipient to provide a full accounting of funds expended under this Contract may result in the termination of this Contract and ineligibility to receive additional funds. If Subrecipient fails to submit a final expenditure/performance report within 45 days of the end of the Contract Term, Department will use the last report submitted by Subrecipient as the final report.
- D. If Subrecipient fails to submit, in a timely and satisfactory manner, any report or response required by this Contract, Department may withhold any or all payments otherwise due or requested by Subrecipient hereunder. Payments may be withheld until such time as the delinquent report or response is received by Department. If the delinquent report or response is not received within forty-five (45) days of its due date, Department may suspend or terminate this Contract. If Subrecipient receives funds from Department over two or more Contract Terms, funds may be withheld or this Contract suspended or terminated for Subrecipient's failure to submit a past due report or response (including an audit report) from a prior contract or Contract Term.
- E. Subrecipient shall provide the Department with a Data Universal Numbering System (DUNS) number and a Central Contractor Registration (CCR) System number. The DUNS number must be provided in a document from Dun and Bradstreet and the current CCR number must be submitted from a document retrieved from the <https://www.sam.gov> website. These documents must be provided to the Department prior to the processing first payment to Subrecipient. Subrecipient shall maintain a current DUNS number and CCR number for the entire Contract Term.

SECTION 11. VENDOR AGREEMENTS

For each of Subrecipient's vendors, Subrecipient shall implement and maintain a vendor agreement that contains assurances relating to fair billing practices, delivery procedures, and pricing procedures for business transactions involving CEAP clients. All vendor agreements are subject to monitoring procedures performed by TDHCA. All vendor agreements must be renegotiated every two years.

SECTION 12. CHANGES AND AMENDMENTS

- A. Any change, addition or deletion to the terms of this Contract required by a change in federal or state law or regulation is automatically incorporated herein and is effective on the date designated by such law or regulation.

- B. Except as specifically provided otherwise in this Contract, any changes, additions, or deletions to the terms of this Contract shall be in writing and executed by both Parties to this Contract. If any Party returns an executed copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission, to be its original signature.
- C. Written requests for Contract amendment must be received by the Department by no later than forty-five (45) days prior to the end of the Contract Term.

SECTION 13. PROGRAM INCOME

Subrecipient shall account for and expend program income derived from activities financed in whole or in part with funds provided under this Contract in accordance with the UGMS, Common Rule, §_25 and OMB Circular A-102, Attachment, 2e.

SECTION 14. TECHNICAL ASSISTANCE AND MONITORING

Department may issue technical guidance to explain the rules and provide directions on terms of this Contract. Department or its designee may conduct on and off-site monitoring and evaluation of Subrecipient's compliance with the terms of this Contract. Department's monitoring may include a review of the efficiency, economy, and efficacy of Subrecipient's performance. Department will notify Subrecipient in writing of any deficiencies noted during such monitoring. Department may provide training and technical assistance to Subrecipient in correcting the deficiencies noted. Department may require corrective action to remedy deficiencies noted in Subrecipient's accounting, personnel, procurement, and management procedures and systems in order to comply with State or Federal requirements. Department may conduct follow-up visits to review the previously noted deficiencies and to assess the Subrecipient's efforts made to correct them. Repeated deficiencies may result in disallowed costs. Department may terminate or suspend this Contract or invoke other remedies Department determines to be appropriate in the event monitoring reveals material deficiencies in Subrecipient's performance, or Subrecipient fails to correct any deficiency within a reasonable period of time, as determined by the Department. Department or its designee may conduct an ongoing program evaluation throughout the Contract Term.

SECTION 15. INDEPENDENT SUBRECIPIENT

It is agreed that Department is contracting with Subrecipient as an independent contractor.

SECTION 16. PROCUREMENT STANDARDS

- A. For making procurements under this contract, Subrecipient shall comply with 45 C.F.R. Part 92, OMB Circular A-102, 10 T.A.C. §5.10, and all applicable federal, state, and local laws, regulations, and ordinances.
- B. Subrecipient may not use funds provided under this Contract to purchase personal property, equipment, goods, or services with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than \$5,000 unless Subrecipient has received the prior written approval of Department for such purchase.
- C. Upon the termination or non-renewal of this Contract, Department may transfer title to any such property or equipment having a unit acquisition cost (the net invoice unit price of an item of equipment) of \$5,000 or more to itself or to any other entity receiving Department funding.

SECTION 17. SUBCONTRACTS

- A. Subrecipient may not subcontract the primary performance of this Contract, including but not limited to expenditure and performance reporting and drawing funds through the Community Affairs Contract System, and only may enter into properly procured contractual agreements for consulting and other professional services, if Subrecipient has received Department's prior written approval. Subrecipient may subcontract for the delivery of client assistance without obtaining Department's prior approval. Any subcontract for the delivery of client assistance will be subject to monitoring by the Department as per Section 14.
- B. In no event shall any provision of this Section 17, specifically the requirement that Subrecipient obtain Department's prior written approval of a subcontractor, be construed as relieving Subrecipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this Contract, as if such performances rendered were rendered by Subrecipient. Department's approval under this section does not constitute adoption, ratification, or acceptance of Subrecipient's or subcontractor's performance hereunder. Department maintains the right to monitor and require Subrecipient's full compliance with the terms of this Contract. Department's approval under this section does not waive any right of action which may exist or which may subsequently accrue to Department under this Contract.

SECTION 18. AUDIT

- A. Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Contract, subject to the following conditions and limitations:
1. Subrecipient expending \$500,000 or more in total Federal awards or \$500,000 in total state financial assistance shall have an audit performed in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501, and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations" issued June 30, 1997. For purposes of this Section 18, "Federal financial assistance" means assistance provided by a Federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, or other assistance, but does not include amounts received as reimbursement for services rendered to individuals in accordance with OMB guidelines. The term includes awards of Federal financial assistance received directly from Federal agencies, or indirectly through other units of State and local government;
 2. Sections 4 D (3) and (4) above notwithstanding, Subrecipient may utilize funds budgeted under this Contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by Department under this Contract.
 3. Unless otherwise specifically authorized by Department in writing, Subrecipient shall submit two (2) copies of the audit report to the Department's Compliance Division within thirty (30) days after completion of the audit, but no later than nine (9) months after the end of each fiscal period included within the period of this Contract. Audits performed under this section are subject to review and resolution of findings by the Department or its authorized representative.
 4. The audit report must include verification of all expenditures by budget category, in accordance with Exhibit B, Budget, of this Contract.
- B. The cost of auditing services for a Subrecipient expending less than \$500,000 in total Federal awards per fiscal year is not an allowable charge under Federal awards.
- C. Subsection A of this Section 18 notwithstanding, Department reserves the right to conduct an annual financial and compliance audit of funds received and performance rendered under this Contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records related to this Contract and obtain any documents, materials, or information related to this Contract as necessary to facilitate such audit.
- D. Subrecipient understands and agrees that it shall be liable to the Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Subrecipient further understands and agrees that reimbursement to Department of such disallowed costs shall be paid by Subrecipient from funds which were not provided or otherwise made available to Subrecipient under this Contract.
- E. Subrecipient shall facilitate the performance of such audit or audits conducted pursuant to this Section 18 as Department may require of Subrecipient.
- F. Subrecipient shall procure A-133 audit services through an open, competitive process at least once every five years. The auditor shall retain working papers and reports for a minimum of the three years after the date of directive of the auditor's report to the Subrecipient. Audit working papers shall be made available upon request to Department at the completion of the audit, as part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this Section. Access to working papers includes the right to obtain copies of working papers, as is reasonable and necessary.
- G. For any fiscal year ending within or immediately after the Contract Term, Subrecipient must submit an "Audit Certification Form" (available from the Department) within sixty (60) days after the Subrecipient's fiscal year end.

SECTION 19. MANAGEMENT OF EQUIPMENT AND INVENTORY

- A. Subrecipient shall comply with Subchapter A of the State Rules.
- B. Subrecipient may not use funds provided under this Contract to purchase personal property, equipment, goods, or services with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than \$5,000 unless Subrecipient has received the prior written approval of Department for such purchase.
- C. Upon the termination or non-renewal of this Contract, Department may transfer title to any such property or equipment having a useful life of one year or more or a unit acquisition cost (the net invoice unit price of an item of equipment) of \$5,000 or more to itself or to any other entity receiving Department funding.

SECTION 20. TRAVEL AND TRAINING

The travel funds are to be used only for Department-approved training events. Subrecipient shall adhere to OMB Circular A-87 and either its board-approved travel policy, or in the absence of such a policy, the State of Texas travel policies.

SECTION 21. BONDING AND INSURANCE REQUIREMENTS

- A. If Subrecipient will enter in to a construction or facility improvements contract with a third-party in the amount of \$25,000 of greater, Subrecipient must execute with the contractor a payment bond in the full amount of the contract. If the Subrecipient will enter in to contract with a prime contractor in excess of \$100,000, a performance bond in the full amount of the contract is also required. These bonds must be executed by a corporate surety authorized to do business in Texas, a list of which may be obtained from the State Insurance Department. Such assurances of completion will run to the Department as obligee and must be documented prior to the start of construction. This bonding requirement applies to the extent required by federal or state law.
- B. Subrecipient shall maintain adequate personal injury and property damage liability insurance. Subrecipient is encouraged to obtain pollution occurrence insurance in addition to the general liability insurance. Generally, regular liability insurance policies do not provide coverage for potential effects of many health and safety measures, such as lead disturbances and other pollution occurrence items. Subrecipient should review existing policies to determine if lead contamination is covered. If it is not, Subrecipient should consider securing adequate coverage for all construction projects. Additional liability insurance costs may be paid from administrative funds. The Department strongly recommends the Subrecipient require their contractors to carry pollution occurrence insurance to avoid being liable for any mistakes the contractors may make. Each agency should get a legal opinion regarding the best course to take for implementing the pollution occurrence insurance coverage.

SECTION 22. LITIGATION AND CLAIMS

Subrecipient shall give Department immediate written notice of any claim or action filed with a court or administrative agency against Subrecipient and arising out of the performance of this Contract or any subcontract hereunder. Subrecipient shall furnish to Department copies of all pertinent papers received by Subrecipient with respect to such action or claim.

SECTION 23. LEGAL AUTHORITY

- A. Subrecipient assures and guarantees that it possesses the legal authority to enter into this Contract, to receive and manage the funds authorized by this Contract, and to perform the services Subrecipient has obligated itself to perform hereunder. The execution, delivery, and performance of this Contract will not violate Subrecipient's constitutive documents or any requirement to which Subrecipient is subject and represents the legal, valid, and binding agreement of Subrecipient, enforceable in accordance with its terms.
- B. The person signing this Contract on behalf of Subrecipient hereby warrants that he/she has been duly authorized by Contract to execute this Contract on behalf of Subrecipient and to validly and legally bind Subrecipient to the terms, provisions and performances herein.
- C. Department shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Subrecipient, or the person signing this Contract on behalf of Subrecipient, to enter into this Contract or to render performances hereunder. Subrecipient is liable to Department for any money it has received from Department for performance of the provisions of this Contract, if the Department has terminated this Contract for reasons enumerated in this Section 23.

SECTION 24. COMPLIANCE WITH LAWS

- A. FEDERAL, STATE AND LOCAL LAW. Subrecipient shall comply with the LIHEAP Act, the federal rules and regulations promulgated under the LIHEAP Act, the State Act, the State CEAP Rules, LIHEAP State Plan, and all federal, state, and local laws and regulations applicable to the performance of this Contract.
- B. DRUG-FREE WORKPLACE ACT OF 1988. The Subrecipient affirms by signing this contract that it is implementing the Drug-Free Workplace Act of 1988.
- C. PRO-CHILDREN ACT OF 1994. Subrecipient shall follow the requirements of the Pro-Children Act of 1994, (20 U.S.C. Sec. 6081 et seq.) which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through States or local governments by Federal grant, contract, loan or loan guarantee.
- D. LIMITED ENGLISH PROFICIENCY (LEP). Subrecipients must provide program applications, forms, and educational materials in English, Spanish, and any appropriate language, based on the needs of the service area and in compliance with the requirements in Executive Order 13166 of August 11, 2000. To ensure compliance, the Subrecipient must take reasonable steps to insure that persons with Limited English Proficiency have meaningful access to the program. Meaningful access may entail provide language assistance services, including oral and written translation, where necessary.

SECTION 25. PREVENTION OF WASTE, FRAUD, AND ABUSE

- A. Subrecipient shall establish, maintain, and utilize systems and procedures to prevent, detect, and correct waste, fraud, and abuse in activities funded under this Contract. The systems and procedures shall address possible waste, fraud, and abuse by Subrecipient, its employees, clients, vendors, subcontractors and administering agencies. Subrecipient's internal control systems and all transactions and other significant events are to be clearly documented, and the documentation is to be readily available for monitoring by Department.
- B. Subrecipient shall give Department complete access to all of its records, employees, and agents related to this Contract during reasonable hours for the purposes of any investigation of the Comprehensive Energy Assistance Program. Subrecipient shall immediately notify Department of any discovery of waste, fraud, or abuse. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse in the Comprehensive Energy Assistance Program.
- C. Subrecipient may not discriminate against any employee or other person who reports a violation of the terms of this Contract, or of any law or regulation, to Department or to any appropriate law enforcement authority, if the report is made in good faith.

SECTION 26. CERTIFICATION REGARDING UNDOCUMENTED WORKERS

Pursuant to Chapter 2264 of the Texas Government Code, by execution of this Contract, Subrecipient hereby certifies that Subrecipient/Local Operator, or a branch, division, or department of Subrecipient does not and will not knowingly employ an undocumented worker, where "undocumented worker" means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. If, after receiving a public subsidy, Subrecipient, or a branch, division, or department of Subrecipient is convicted of a violation under 8 U.S.C. Section 1324a(f), Subrecipient shall repay the public subsidy with interest, at a rate of five percent (5%) per annum, not later than the 120th day after the date the Department notifies Subrecipient of the violation.

SECTION 27. CONFLICT OF INTEREST/NEPOTISM

- A. Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.
- B. No employee, officer, or agent of Subrecipient shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award.
- C. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subagreements. Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.
- D. Subrecipient shall, in addition to the requirements of this Section, follow the requirements of Chapter 171 of the Local Government Code regarding conflicts of interest of officers of municipalities, counties, and certain other local governments.
- E. Failure to maintain written standards of conduct and to follow and enforce the written standards is a condition of default under this Contract and may result in termination of the Contract or deobligation of funds.

SECTION 28. POLITICAL ACTIVITY PROHIBITED

- A. Funds provided under this Contract shall not be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any state officer or employee from furnishing to any member of its governing body upon request, or to any other local or state official or employee, or to any citizen, information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the state employee initiating the action to immediate dismissal from employment.
- B. Funds provided under this Contract may not be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government, the State of Texas, or the government of the United States.

SECTION 29. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

- A. A person shall not be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this Contract, on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief.
- B. Subrecipient agrees to carry out an Equal Employment Opportunity Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- C. Subrecipient will include the substance of this Section 29 in all subcontracts.

SECTION 30. CERTIFICATION REGARDING CERTAIN DISASTER RELIEF CONTRACTS

The Department may not award a Contract that includes proposed financial participation by a person who, during the five year period preceding the date of this Contract, has been convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or assessed a penalty in a federal, civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

By execution of this Contract, the Subrecipient/Local Operator hereby certifies that it is eligible to participate in this Program and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

SECTION 31. MAINTENANCE OF EFFORT

Funds provided to Subrecipient under this Contract may not be substituted for funds or resources from any other source nor in any way serve to reduce the funds or resources which would have been available to, or provided through, Subrecipient had this Contract never been executed.

SECTION 32. DEBARRED AND SUSPENDED PARTIES

By signing this Contract, Subrecipient certifies that its principal employees, board members, agents, or contractors agents are included in the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA). Subrecipient also certifies that it will not award any funds provided by this Contract to any party that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. Subrecipient agrees that prior to entering into any agreement with a potential subcontractor that the verification process to comply with this requirement will be accomplished by checking the System for Award Management (SAM) at www.sam.gov and including a copy of the results in its project files.

SECTION 33. FAITH BASED AND SECTARIAN ACTIVITY

Funds provided under this Contract may not be used for sectarian or inherently religious activities such as worship, religious instruction or proselytization, and must be for the benefit of persons regardless of religious affiliation. Subrecipient shall comply with the regulations promulgated by the HHS at 45 C.F.R. §87.2.

SECTION 34. COPYRIGHT

Subrecipient may copyright materials developed in the performance of this Contract or with funds expended under this Contract. Department and HHS shall each have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the copyrighted work for government purposes.

SECTION 35. NO WAIVER

Any right or remedy given to Department by this Contract shall not preclude the existence of any other right or remedy, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. The failure of Department to exercise any right or remedy on any occasion shall not constitute a waiver of Department's right to exercise that or any other right or remedy at a later time.

SECTION 36. SEVERABILITY

If any section or provision of this Contract is held to be invalid or unenforceable by a court or administrative tribunal of competent jurisdiction, the remainder shall remain valid and binding.

SECTION 37. ORAL AND WRITTEN AGREEMENTS

- A. All oral and written agreements between the Parties relating to the subject matter of this Contract have been reduced to writing and are contained in this Contract.
- B. The attachments enumerated and denominated below are a part of this Contract and constitute promised performances under this Contract:
 - 1. Exhibit A, Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
 - 2. Exhibit B, Budget
 - 3. Exhibit C, PRWORA Requirements for the Comprehensive Energy Assistance Program

SECTION 38. SPECIAL CONDITIONS

- A. In order to achieve compliance with the LIHEAP Act, Subrecipient must coordinate with other energy related programs. Specifically, Subrecipient must make documented referrals to the local Weatherization Assistance Program subrecipient and the Lite Up Texas program administered by the Public Utility Commission of Texas.
- B. Subrecipient shall accept applications for CEAP benefits at sites that are geographically accessible to all households in the service area. Subrecipient shall provide Elderly Persons and Persons with Disabilities who cannot independently travel to the application site the means to submit applications for CEAP benefits without leaving their residence or by securing transportation for them to the sites that accept such applications.

SECTION 39. APPEALS PROCESS

In compliance with the LIHEAP Act, Subrecipient must provide an opportunity for a fair administrative hearing to individuals whose application for assistance is denied, terminated or not acted upon in a timely manner. Subrecipient must establish a denial of service complaint procedure in accordance with §5.405 the State Rules.

SECTION 40. USE OF ALCOHOLIC BEVERAGES

Funds provided under this Contract may not be used for the payment of salaries to any Subrecipient's employees who use alcoholic beverages while on active duty, for travel expenses expended for alcoholic beverages, or for the purchase of alcoholic beverages.

SECTION 41. FORCE MAJURE

If the obligations are delayed by the following, an equitable adjustment will be made for delay or failure to perform hereunder:

- A. Any of the following events: (i) catastrophic weather conditions or other extraordinary elements of nature or acts of God; (ii) acts of war (declared or undeclared), (iii) acts of terrorism, insurrection, riots, civil disorders, rebellion or sabotage; and (iv) quarantines, embargoes and other similar unusual actions of federal, provincial, local or foreign Governmental Authorities; and
- B. The non-performing party is without fault in causing or failing to prevent the occurrence of such event, and such occurrence could not have been circumvented by reasonable precautions and could not have been prevented or circumvented through the use of commercially reasonable alternative sources, workaround plans or other means.

SECTION 42. TIME IS OF THE ESSENCE

Time is of the essence with respect to Subrecipient's compliance with all covenants, agreements, terms and conditions of this Contract.

SECTION 43. COUNTERPARTS AND FACSIMILE SIGNATURES

This Contract may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or other electronic transmission, and any such signature shall have the same legal effect as an original.

SECTION 44. NUMBER, GENDER

Unless the context requires otherwise, the words of the masculine gender shall include the feminine, and singular words shall include the plural.

SECTION 45. NOTICE

A. If notice is provided concerning this Contract, notice may be given at the following (herein referred to as "Notice Address"):

As to Department:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
P. O. Box 13941
Austin, Texas 78711-3941
Attention: Michael De Young
Telephone: (512)- 475-2125
Fax: (512) - 475-3935
michael.deyoung@tdhca.state.tx.us

As to Subrecipient:

Travis County
PO Box 1748
Austin, TX 78767
Attention: Sherri Fleming, County Executive
Telephone: (512) 854-4100 Fax: (512) 279-1608 Email: sherri.fleming@co.travis.tx.us

B. All notices or other communications hereunder shall be deemed given when delivered, mailed by overnight service, or five days after mailing by certified or registered mail, postage prepaid, return receipt requested, addressed to the appropriate Notice Address as defined in the above Subsection A of this Section 45.

SECTION 46. VENUE AND JURISDICTION

This Contract is delivered and intended to be performed in the State of Texas. For purposes of litigation pursuant to this Contract, venue shall lie in Travis County, Texas.

EXECUTED to be effective on 1/1/2014

Travis County
a political subdivision of the State of Texas

BY: _____ on _____
Samuel T. Biscoe, Travis County Judge Date

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS,
a public and official agency of the State of Texas

By:
Title: Its duly authorized officer or representative

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TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

CONTRACT NO. 58140001819 FOR THE FY 2014
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

EXHIBIT A
CERTIFICATION REGARDING LOBBYING FOR
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

Travis County,
a political subdivision of the State of Texas

The undersigned certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form -LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is material representation of fact on which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Travis County
a political subdivision of the State of Texas

BY: Samuel T. Biscoe, Travis County Judge on _____ Date _____

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

CONTRACT NO. 58140001819 FOR THE FY 2014
 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
 (CFDA # 93.568)

**EXHIBIT B
 BUDGET**

**Travis County,
 a political subdivision of the State of Texas**

DEPARTMENT FINANCIAL OBLIGATIONS

\$ 2,302,248.00 CEAP FUNDS CURRENTLY AVAILABLE
\$ 1,200.00 TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

BUDGET FOR AVAILABLE ALLOCATIONS

BUDGET CATEGORY	FUNDS	%
Administration	\$ 143,815.00	-
Direct Services	\$ 2,157,233.00	-
TOTAL CEAP BUDGET	\$ 2,301,048.00	-

BUDGET CATEGORY	FUNDS	%
Household Crisis	\$ 992,327.00	46.00
Utility Assistance	\$ 992,327.00	46.00
Program Services	\$ 172,579.00	8.00
TOTAL DIRECT SERVICES	\$ 2,157,233.00	100.00

Subrecipient's service area consists of the following Texas counties:

TRAVIS

General Administrative and coordination of CEAP, including costs and all indirect (or overhead) cost, examples include salaries, fringe benefits, non-training travel, equipment, supplies, audit and office space are limited to 6.25% of the contract expenditures, excluding Training/Travel costs. All other administrative costs, exclusive of costs for Program Services, must be paid with nonfederal funds.

Program Services costs shall not exceed the maximum 8% of total Direct Services Expenditures. Program Services cost includes direct administrative cost associated with providing the client direct service salaries and benefits cost for staff providing program services, cost for supplies, equipment, travel, postage, utilities, rental of office space. All items listed above are allowable program services cost when associated with providing client direct services. Other program services costs may include outreach activities and expenditures on the information technology and computerization needed for tracking or monitoring required by CEAP.

Department's prior written approval for purchase or lease of equipment with an acquisition cost of \$5,000 and over is required. Approval of this budget does not constitute prior approval for such purchases.

Funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility.

Subrecipient is limited to only one budget revision request during the first 6 months of the Contract Term. A second and final budget revision must be received by the Department no later than 45 days prior to the end of the Contract Term.

Subrecipient shall provide outreach services under all components in this category. Failure to do so may result in contract termination. Subrecipient must document outreach, whether the outreach is conducted with CEAP funds or other funds.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

CONTRACT NO. 58140001819 FOR THE FY 2014
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

EXHIBIT C
PRWORA REQUIREMENTS

Travis County,
a political subdivision of the State of Texas

If an individual is applying for LIHEAP funds, a subrecipient must verify that the individual applying for LIHEAP funds is a qualified recipient for funding under the Personal Responsibility and Work Opportunity Act of 1996, ("PRWORA"), Pub. L. 104-193, 110 Stat. 2105, codified at 8 U.S.C. §1601 et. seq., as amended by the Omnibus Appropriations Act, 1997, Pub. L. 104-208.

To ensure that a non-qualified applicant does not receive "federal public benefits," a unit of general purpose government that administers "federal public benefit programs" is required to determine, and to verify, the individual's alienage status before granting eligibility. 8 U.S.C. §1642 (a) and (b). Subrecipient must use the SAVE verification system to verify and document qualified alien eligibility once access to the system is provided by the Department.

An exception to the requirement of verification of alienage status applies when the applicant's eligibility is determined by a non-profit charitable organization. To be eligible for this exemption, an organization must be both "nonprofit" and "charitable." If Subrecipient claims "non-profit, charitable status Subrecipient shall supply TDHCA with any requested information Department believes is necessary to verify that Subrecipient is a non-profit charitable organization. An organization is "nonprofit" if it is organized and operated for purposes other than making gains or profits for the organization, its member or its shareholders, and is precluded from distributing any gains or profits to its members or shareholders. Simply holding a valid 501(c)(x) designation is not sufficient. An organization is "charitable" if it is organized and operated for charitable purposes. The term "charitable" should be interpreted in its generally accepted legal sense as developed by judicial decisions. It includes organizations dedicated to relief of the poor and distressed or the underprivileged, as well as religiously-affiliated organizations and educational organizations.

CERTIFICATION REGARDING USE OF THE SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE)
SYSTEM

Subrecipient shall:

(1) System Use.

(a) Establish the identity of the applicants and require each applicant to present the applicant's immigration or naturalization documentation that contains the information (e.g., alien registration number) required by the SAVE Program;

(b) Physically examine the documentation presented by the applicant and determine whether the document(s) reasonably appear(s) to be genuine and to relate to the individual;

(c) Provide to the SAVE Program the information the SAVE Program requires to respond to Subrecipient requests for verification of immigration or naturalized or derived citizenship status information, including (1) information from the applicant's immigration or naturalization documentation for initial automated verification, (2) additional information obtained from the alien's immigration or naturalization documentation for automated additional verification, and (3) completed Forms G-845 and other documents and information required for manual additional verification. For manual only verification, ensure that Forms G-845 and other documents and information required for manual verification are provided;

(d) Ensure that, prior to using the Verification Information System, all employees designated by Subrecipient to use SAVE on behalf of the Subrecipient ("Users") performing verification procedures complete SAVE required training including: reading the SAVE Program Guide, taking the latest version of Web tutorial(s), <http://www.uscis.gov/save/what-save/save-webinars>, and maintaining a working knowledge of requirements contained therein and in this Contract as updated. Documentation of training must be maintained by the Subrecipient for monitoring review;

(e) Ensure that Users are provided with and maintain User Ids only while they have a need to perform verification procedures;

- (f) Ensure all Users performing verification procedures comply with all requirements contained in the SAVE Program Guide, web-based tutorial, this Contract, and updates to these requirements;
- (g) Ensure that all Users performing verification procedures have contact information for the SAVE Program and SAVE Monitoring and Compliance. Contact information can be found at <http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnnextoid=0d37dff79029310VgnVCM100000082ca60aRCRD&vgnnextchannel=0d37dff79029310VgnVCM100000082ca60aRCRD>
- (h) Ensure all Users perform any additional verification procedures the SAVE Program requires and/or the applicant requests after the Subrecipient initiates a request for verification;
- (i) Use any information provided by DHS-USCIS under this Contract solely for the purpose of determining the eligibility of persons applying for the benefit issued by the Subrecipient and limit use of such information in accordance with this and all other provisions of this Contract;
- (j) Comply with the requirements of the Federal Information Security Management Act (FISMA (PL-107-347), Title III, Section 301) and OMB guidance as applicable to electronic storage, transport of records between agencies, and the internal processing of records received by either agency under the terms of this Contract;
- (k) Safeguard such information and access methods to ensure that it is not used for any other purpose than described in this Contract and protect its confidentiality; including ensuring that it is not disclosed to any unauthorized person(s) without the prior written consent of DHS-USCIS. Each applicant seeing access to information regarding him/herself may do so by submitting a written signed request to DHS-USCIS. Instructions for submitting request may be found at http://www.uscis.gov/USCIS/Verification/SAVE/SAVE_Native_Documents/Fact_Sheet_HowToCorrectYourRecordswithUSCIS.pdf (subject to revision and reposting on the SAVE Website and Online Resources);
- (l) Comply with the Privacy Act, 5 U.S.C. Section 552a, the Texas Public Information Act and other applicable laws, regulations, and policies, including but not limited to all OMB and DHS privacy guidance, in conducting verification procedures pursuant to this Contract, and in safeguarding, maintaining, and disclosing any data provided or received pursuant to the Contract;
- (m) Comply with federal laws prohibiting discrimination against applicants and discriminatory use of the SAVE Program based upon the national origin, color, race, gender, religion, or disability of the applicant;
- (n) Provide all benefit-applicants who are denied benefits based solely or in part on the SAVE response with adequate written notice of the denial and the information necessary to contact DHS-USCIS so that such individual may correct their records in a timely manner, if necessary. A Fact Sheet that includes the process by which applicants may contact DHS-USCIS is posted at http://www.uscis.gov/USCIS/Verification/SAVE/SAVE_Native_Documents/Fact_Sheet_HowToCorrectYourRecordswithUSCIS.pdf, (subject to revision and reposting on the SAVE Website and Online Resources);
- (o) Provide all benefit-applicants who are denied benefits based solely or in part on the SAVE response with the opportunity to use the Subrecipient's existing process to appeal the denial and to contact DHS-USCIS to correct their records prior to a final decision, if necessary; and
- (p) Refrain from using SAVE, or assisting any person or entity, to comply with the employment eligibility verification requirements of section 274A of the Immigration and Nationality Act, 8 U.S.C. Section 1324a.
- (2) Monitoring and Compliance.
- (a) Allow Department and SAVE Monitoring and Compliance to monitor and review all records and documents related to the use, abuse, misuse, fraudulent use or improper use of SAVE by the Subrecipient, including, but not limited to original applicant consent documents required by the Privacy Act, 5 U.S.C. Section 552a or other applicable authority;
- (b) Notify the Department's Compliance Division immediately whenever there is reason to believe a violation of this agreement has occurred;
- (c) Notify the Department's Compliance Division immediately whenever there is reason to believe an information breach has occurred as a result of User or Subrecipient action or inaction pursuant to Office of Management and Budget (OMB) Memorandum M-07-16, "Safeguarding Against and Responding to the Breach of Personally Identifiable Information;"
- (d) Allow Department and SAVE Monitoring and Compliance to monitor and review all records and documents related to the use, abuse, misuse, fraudulent use or improper use of SAVE by any User, including, but not limited to original applicant consent documents required by the Privacy Act, 5 U.S.C. Section 552a or other applicable authority;

(e) Allow Department and SAVE Monitoring and Compliance to conduct desk audits and/or site visits to review Subrecipient's compliance with this Exhibit C and all other SAVE-related policy, procedures, guidance and law applicable to conducting verification and safeguarding, maintaining, and disclosing any data provided or received pursuant to this Contract;

(f) Allow Department and SAVE Monitoring and Compliance to perform audits of Subrecipient's User Ids use and access, SAVE Training Records, SAVE financial records, SAVE biographical information, system profiles and usage patterns and other relevant data;

(g) Allow Department and SAVE Monitoring and Compliance to interview any and all Users and any and all contact persons or other personnel within the Subrecipient's organization or relevant contractors regarding any and all questions or problems which may arise in connection with the Subrecipient's participation in SAVE;

(h) Allow Department and SAVE Monitoring and Compliance to monitor system access and usage and to assist SAVE users as necessary to ensure compliance with the terms of this Exhibit C and the SAVE Program requirements by its authorized agents or designees; and

(i) Take corrective measures in a timely manner to address all lawful requirements and recommendations on every written finding including but not limited to those of the Department or SAVE Monitoring and Compliance regarding waste, fraud, and abuse, and discrimination or any misuse of the system, non-compliance with the terms, conditions and safeguards of this Exhibit C, SAVE Program procedures or other applicable law, regulation or policy.

Criminal Penalties.

(1) DHS-USCIS reserves the right to use information from TDHCA or Subrecipient for any purpose permitted by law, including, but not limited to, the prosecution of violations of Federal administrative or criminal law.

(2) The Subrecipient acknowledges that the information it receives from DHS-USCIS is governed by the Privacy Act, 5 U.S.C. Section 552a(i)(1), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this contract may be subject to criminal penalties.

Third Party Liability.

(1) Each party to this contract shall be solely responsible for its own defense against any claim or action by third parties arising out of or related to the execution and/or performance of this contract, whether civil or criminal, and retain responsibility for the payment of any corresponding liability.

(2) Nothing in this contract is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, the State of Texas, its agencies, officers, or employees, or the Subrecipient.

Points of Contact

Sharon D. Gamble
Manager, Planning, Training and Technical Assistance
Texas Department of Housing and Community Affairs
Community Affairs Division
P.O. Box 13941
Austin, TX 78711-3941
Phone: (512) 475-0471
Email: sharon.gamble@tdhca.state.tx.us

USCIS SAVE Program MS 2620
U.S. Citizenship and Immigration Services
Department of Homeland Security
Washington, DC 20529-2620
ATTN: SAVE Operations
Phone: (888) 464-4218
Email: saveregistration@dhs.gov

USCIS SAVE Monitoring and Compliance MS 2640
U.S. Citizenship and Immigration Services
Department of Homeland Security
Washington, DC 20529-2640
Phone: (888) 464-4218
Email: save.monitoring@dhs.gov



**TRAVIS COUNTY
FY 13 GRANT SUMMARY SHEET**

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input checked="" 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:	Juvenile Probation Department/Food Services	
Contact Person/Title:	Maya Duff/Grant Coordinator	
Phone Number:	854-7046	

Grant Title:	National School Lunch/Breakfast program and USDA School Commodity Program		
Grant Period:	From: <input type="text" value="Jul 1, 2013"/>	To: <input type="text" value="Jun 30, 2014"/>	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Texas Department of Agriculture		
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:	United States Department of Agriculture		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Operating:	\$ 307,204	\$ 0	\$ 0	\$ 0	\$ 307,204
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Totals:	\$ 307,204	\$ 0	\$ 0	\$ 0	\$ 307,204
FTEs:	0.00	0.00	0.00	0.00	0.00

Permission to Continue Information					
Funding Source (Cost Center)	Personnel Cost	Operating Cost	Estimated Total	Filled FTE	PTC Expiration Date
	\$ 0	\$ 0	\$ 0	0.00	

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

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+ - Applicable Departmental Measures					
1.	Average Daily Population for Program	130	122	126	130
2.					
3.					
+ - Measures for the Grant					
1.	Number of children enrolled in program	1,273	1,048	1,082	1,105
Outcome Impact Description		Number of youth determines lunch and breakfast meals to be reimbursement by the Texas Department of Agriculture			
2.	Number of operating days this year	365	366	365	365
Outcome Impact Description		Number of youth and available surplus of commodities determines the amount of available groceries from the Texas Department of Agriculture.			
3.					
Outcome Impact Description					

PBO Recommendation:

The Juvenile Probation Departments is requesting Commissioners Court approval of an amendment to the National School Lunch/Breakfast program and USDA School Commodity Program grants. This amendment is a form to update the Certificate of Authority for the program by removing the former primary authorized representative and adding Juvenile Probation Division Manager Darryl Harrison to this role.

These changes require the signature of the County Judge as the contractual authority.

The grants do not require a county match and there is no ongoing funding commitment. The grant offsets food costs that would otherwise need to be funded by the County.

PBO recommends approval of this amendment request.

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

Travis County Juvenile Probation's food services manager (Declan O'Reilly) is the primary authorized representative to request monthly reimbursements for the Breakfast Lunch program. Since the time of the grant award, the food services manager position has been vacated. The Department is requesting to add the Division Manager (Darryl Harrison) for the food services team as the authorized user in the absence of a food service manager. Additionally, the Texas Department of Agriculture (TDA) indicates the prior food service manager (Rhoda Sween) is still listed on Travis County Juvenile Probation's account. We are requesting that both Declan O'Reilly and Rhoda Sween names be removed as authorized users. TDA requires the County Judge (as the contractual authority) to sign the Certificate of Authority Signature form in order for the previously outlined changes to occur.

This is an ongoing grant to provide financial assistance to Travis County in providing school age children with nutritious meals. The County is reimbursed based on the number of meals served to qualified juveniles. The USDA commodities portion of the program (\$11,482) provides donated food items to the Juvenile Probation Department. The Breakfast Lunch program, which is a reimbursement, program is \$295722.

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

The County is required to provide meals to juveniles held in detention and residential. This grant offsets food costs that would otherwise need to be funded by 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.

No County match is required.

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

The grant does not allow for indirect costs. The contract is strictly based on reimbursement for qualified meals served

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.

Providing meals to juveniles held in detention and residential will not stop if this contract ends. If the contract ended, the County will incur the full cost for each meal served.

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

n/a

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

This grant reduces the overall cost to the County to provide required meals to juveniles held in detention and residential.



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

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

RECEIVED
14 APR 17 AM 8:56
ESTELA P. MEDINA
Chief Juvenile Probation Officer

TRAVIS COUNTY
PLANNING & BUDGET OFFICE

TO: Aerin Toussaint, PBO
Budget Analyst

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

THROUGH: Lisa S. Eichelberger
Lisa Eichelberger
Business Analyst III

DATE: April 10, 2014

RE: Certificate of Authority Signature Form (National School Lunch/Breakfast Program)

Travis County Juvenile Probation Department is requesting Commissioners Court approval to update the Certificate of Authority for the National School Lunch/Breakfast program by removing Declan Oreilly and adding Darryl L. Harrison to the list of persons authorized to submit claims.

The Commissioners Court approved continuing the National School Lunch/Breakfast program grant for FY14 on August 27, 2013. At the time of the award, the food service manager was Declan Oreilly; however, she has recently vacated this position. The vacant food service manager position works under the direction of Darryl L. Harrison; thus, the Department is requesting to add him as an authorized representative. The Texas Department of Agriculture requires the County Judge (as the contractual authority) to sign the updated Certificate of Authority.

The purpose of this program is to offset the cost to the County for meals provided to juveniles held in detention or the Intermediate Sanctions Center, a residential program of the Travis County Juvenile Probation Department.

Please review the Certification of Authority and place it on the Commissioners Court April 29th agenda for their consideration. Thank you in advance for your attention to this request.

CC: Jim Connolly
Patty Lennon
Darryl Harrison
Sylvia Mendoza
Grant File



Texas Department of Agriculture
Certificate of Authority for External Users

FND-101

TODD STAPLES, COMMISSIONER

SECA	¹ CONTRACTING ENTITY (CE) NAME		
	Legal Name	DBA Name	
	Travis County Juvenile Probation Department		
	² CONTRACTING ENTITY (CE) IDENTIFIER		
CE ID	Check here if new applicant to programs	ESC Region	
01282	<input type="checkbox"/>	13	

SECTION B	TO ADD A NEW USER OR MODIFY AN EXISTING USER, COMPLETE THE FOLLOWING:																																						
	¹ USER INFORMATION																																						
	First Name	Middle Initial	Last Name																																				
	Darryl	L	Harrison																																				
	Title	TX-UNPS User ID (if modifying an existing user)																																					
	Division Director																																						
	Business E-mail (For new users, logon information will be emailed to this address.)	Business Phone	Extension																																				
	darryl.harrison@co.travis.tx.us	(512) 854 - 3056																																					
	Signature of User	Date (mm/dd/yy)																																					
		04/04/2014																																					
² REPRESENTATIVE TYPE (Must be participating in Program.)																																							
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>School Nutrition Programs (SNP) Groups</th> <th>Add</th> <th>Remove</th> </tr> </thead> <tbody> <tr> <td>SNP CE Admin</td> <td align="center"><input checked="" type="checkbox"/></td> <td align="center"><input type="checkbox"/></td> </tr> <tr> <td>SNP CE Support</td> <td align="center"><input checked="" type="checkbox"/></td> <td align="center"><input type="checkbox"/></td> </tr> <tr> <td>Food Service Management Company (FSMC) Representative</td> <td align="center"><input type="checkbox"/></td> <td align="center"><input type="checkbox"/></td> </tr> <tr> <td>Education Service Center (ESC) Representative</td> <td align="center"><input type="checkbox"/></td> <td align="center"><input type="checkbox"/></td> </tr> </tbody> </table>		School Nutrition Programs (SNP) Groups	Add	Remove	SNP CE Admin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	SNP CE Support	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Food Service Management Company (FSMC) Representative	<input type="checkbox"/>	<input type="checkbox"/>	Education Service Center (ESC) Representative	<input type="checkbox"/>	<input type="checkbox"/>	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Child and Adult Care Food Program (CACFP) Groups</th> <th>Add</th> <th>Remove</th> </tr> </thead> <tbody> <tr> <td>CACFP <u>Center</u> CE Admin</td> <td align="center"><input type="checkbox"/></td> <td align="center"><input type="checkbox"/></td> </tr> <tr> <td>CACFP <u>Center</u> CE Support</td> <td align="center"><input type="checkbox"/></td> <td align="center"><input type="checkbox"/></td> </tr> <tr> <td>CACFP <u>Day Care Home</u> (DCH) CE Admin</td> <td align="center"><input type="checkbox"/></td> <td align="center"><input type="checkbox"/></td> </tr> <tr> <td>CACFP <u>Day Care Home</u> (DCH) CE Support</td> <td align="center"><input type="checkbox"/></td> <td align="center"><input type="checkbox"/></td> </tr> <tr> <td>CACFP Read Only</td> <td align="center"><input type="checkbox"/></td> <td align="center"><input type="checkbox"/></td> </tr> </tbody> </table>		Child and Adult Care Food Program (CACFP) Groups	Add	Remove	CACFP <u>Center</u> CE Admin	<input type="checkbox"/>	<input type="checkbox"/>	CACFP <u>Center</u> CE Support	<input type="checkbox"/>	<input type="checkbox"/>	CACFP <u>Day Care Home</u> (DCH) CE Admin	<input type="checkbox"/>	<input type="checkbox"/>	CACFP <u>Day Care Home</u> (DCH) CE Support	<input type="checkbox"/>	<input type="checkbox"/>	CACFP Read Only	<input type="checkbox"/>	<input type="checkbox"/>			
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SFSP CE Read Only	<input type="checkbox"/>	<input type="checkbox"/>																																					

TO REMOVE AN EXISTING USER, COMPLETE THE FOLLOWING:			
¹ USER INFORMATION			
SEC C	First Name	Middle Initial	Last Name
	Declan		Oreilly
	TX-UNPS User ID (if known)		
DOREILLY10			

This document becomes public record and is subject to disclosure. With few exceptions, you have the right to request and be informed about the information that the State of Texas collects about you. You are entitled to receive and review the information upon request. You also have the right to ask the state agency to correct any information that is determined to be incorrect. (Reference: Government Code, Sections 552.021, 552.023, and 559.004.)

SECTION D	¹ APPROVAL SIGNATURE (Only required if adding or removing a user, or if changing security groups.)	
	The representative designated above, and myself, acknowledge that each is individually authorized on behalf of the contracting organization to make written agreements with the Texas Department of Agriculture (TDA) to operate a food program, to sign documents or reports about the agreement and to present claims for reimbursement, when appropriate, to the agency.	
	By signing this document, we certify individually and collectively that to the best of our knowledge and belief, all documents submitted physically or electronically on behalf of the above named contracting organization pursuant to our participation in any and all programs administered by Food and Nutrition Division, TDA, are/will be true and correct in all respects, that they are/will be available to support any and all claims and that we will not submit claims (excluding amended/adjusted claims) for goods or services for which we have already received payment. We recognize that we are fully responsible for any excess amounts which may result from errors made in relation to the completion and submission of claims. We are also aware that deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes.	
	We further understand that user IDs and passwords are specific to the individual and will not be shared.	
	Name of Highest Contracting Entity Official (example: Superintendent, President of Board, etc.) (Print)	
Samuel T. Biscoe		
Signature of Highest Contracting Entity Official	Date (mm/dd/yy)	
	04/29/14	

SECTION F	¹ TDA INTERNAL USE ONLY		
	<input type="checkbox"/> Approved	Signature – TDA F&N Representative	Date (mm/dd/yy)
	<input type="checkbox"/> Disapproved		
	User ID Created		Date (mm/dd/yy)
	User ID Deleted		Date (mm/dd/yy)
User ID Updated		Date (mm/dd/yy)	

Please mail or fax this form to:
 Texas Department of Agriculture, Food and Nutrition Division,
 P.O. Box 12847
 Austin, TX 78711
 Fax No.: 888-203-6593

TO REMOVE AN EXISTING USER, COMPLETE THE FOLLOWING:		
¹ USER INFORMATION		
SEC C	First Name Rhoda	Middle Initial Last Name Sween
	TX-UNPS User ID (if known) RSWEEN	

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Please mail or fax this form to:
 Texas Department of Agriculture, Food and Nutrition Division,
 P.O. Box 12847
 Austin, TX 78711
 Fax No.: 888-203-6593



Travis County Commissioners Court Agenda Request

Meeting Date: 4/29/14

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

Elected/Appointed Official/Dept. Head: Leroy Nellis, 854-9106

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

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

- A. Proposed routine personnel amendments.
- B. Non-routine request from Constable Precinct Four's Office for a variance to Travis County Code Chapter §10.0295, Peace Officer Pay Scale.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Attached are Personnel Amendments for Commissioners Court approval.

A. Routine Personnel Actions – Pages 2 – 5.

B. Non-Routine Personnel Action – Pages 6 - 9.

Constable Precinct 4 requests an exception to Peace Officer Pay Scale (POPS) - Travis County Code § 10.0295, Constable Sergeant, PG 64, step 1 to Constable Deputy Chief, PG 66, step 5. HRMD has reviewed supporting documentation; and concurs with the placement at step 5; PBO has confirmed sufficient funds.

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

STAFF RECOMMENDATIONS:

N/A

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

REQUIRED AUTHORIZATIONS:

Todd Osburn, Human Resources Management Department, 854-2744

Debbie Maynor, Human Resources Management Department, 854-9170

Leroy Nellis, 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 by **Tuesdays at 5:00 p.m.** for the next week's meeting.



HRMD

Human Resources Management Department

700 Lavaca Street, 4th Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX (512) 854-9757

April 29, 2014

ITEM # :

DATE: April 18, 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: Leroy Nellis, County Executive, Planning and Budget

FROM: Debbie Maynor, Director, HRMD *DM*

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

A. Routine Personnel Actions – Pages 2 – 5.

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

LN/DM/TLO

Attachments

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

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT		NEW	
				Position / 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	Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
New Hire	New Hire	04/15/2014	N/A	N/A	1450 - Facilities Management	30050192 / Building Maintenance Work / 1 - Regular / 02 - Full Time Non-Exempt / GRD11 / 00 / \$27,206.40	
New Hire	New Hire	04/14/2014	N/A	N/A	1450 - Facilities Management	30000607 / Building Maintenance Work / 1 - Regular / 02 - Full Time Non-Exempt / GRD11 / 00 / \$29,598.40	
New Hire	New Hire	04/21/2014	N/A	N/A	1700 - Transportation and Nat Rsrc	30050006 / Park Tech I / 2 - Temporary / 06 - Hourly - No Bnf / GRD08 / 00 / \$11.00	
New Hire	New Hire	04/14/2014	N/A	N/A	1700 - Transportation and Nat Rsrc	30004907 / Park Tech I / 2 - Temporary / 06 - Hourly - No Bnf / GRD08 / 00 / \$11.00	
New Hire	New Hire	04/18/2014	N/A	N/A	1700 - Transportation and Nat Rsrc	30004910 / Park Tech I / 2 - Temporary / 06 - Hourly - No Bnf / GRD08 / 00 / \$11.00	
New Hire	New Hire	04/21/2014	N/A	N/A	1850 - Health and Human Sv and Vet Sv	30000656 / Social Services Program Specialist / 1 - Regular / 02 - Full Time Non-Exempt / GRD17 / 00 / \$40,804.00	
New Hire	New Hire	04/16/2014	N/A	N/A	3250 - Civil Courts	30001249 / Judicial Aide / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$37,024.00	

2

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	04/16/2014	N/A	N/A	3465 - Constable Pct 4	30001823 / Constable Deputy / 1 - Regular / 02 - Full Time Non-Exempt / GRD61 / 01 / \$49,686.62	
New Hire	New Hire	04/21/2014	N/A	N/A	3500 - Sheriff	30002254 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50	
New Hire	New Hire	04/21/2014	N/A	N/A	3500 - Sheriff	30002207 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50	
Re-Hire	Re-Hire	04/15/2014	N/A	N/A	1450 - Facilities Management	30000529 / Building Security Guard / 8 - Retiree Temp / 05 - Hourly - Retmt / GRD09 / 00 / \$11.09	
Mobility	Career Ladder	04/30/2014	3500 - Sheriff	30003362 / Law Enforcement Sheriff Deputy / 1 - Regular / 02 - Full Time Non-Exempt / GRD72 / 01 / \$52,301.81	3500 - Sheriff	30003362 / Law Enforcement Sheriff Deputy Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD74 / 01 / \$55,962.82	
Mobility	Interdpt Change	04/16/2014	1850 - Health and Human Sv and Vet Sv	30050293 / Planner / 2 - Temporary / 05 - Hourly - Retmt / GRD19 / 00 / \$22.46	1750 - Criminal Justice Planning	30005147 / Legal Secretary / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$36,716.00	
Mobility	Promotion	04/16/2014	1400 - Information Technology Service	30000429 / Network Engineer I / 1 - Regular / 01 - Full Time Exempt / GRD23 / 00 / \$61,493.74	1400 - Information Technology Service	30000410 / Systems Engineer II / 1 - Regular / 01 - Full Time Exempt / GRD25 / 00 / \$68,095.87	

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description		Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Mobility	Promotion	04/01/2014	3500 - Sheriff	30002711 / Security Coord / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$32,052.80	3500 - Sheriff	30002473 / Cadet / 1 - Regular / 02 - Full Time Non- Exempt / GRD80 / 01 / \$38,919.50	
Mobility	Promotion	04/16/2014	3500 - Sheriff	30002826 / Security Coord / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$35,678.03	3500 - Sheriff	30002655 / Cadet / 1 - Regular / 02 - Full Time Non- Exempt / GRD80 / 01 / \$38,919.50	
Mobility	Temporary to Regular	04/14/2014	1450 - Facilities Management	30005542 / Custodian / 2 - Temporary / 06 - Hourly - No Bnf / GRD07 / 00 / \$11.00	1450 - Facilities Management	30000457 / Custodian / 1 - Regular / 02 - Full Time Non- Exempt / GRD07 / 00 / \$22,880.00	
Mobility	Temporary to Regular	04/14/2014	1450 - Facilities Management	30051877 / Custodian / 2 - Temporary / 06 - Hourly - No Bnf / GRD07 / 00 / \$11.00	1450 - Facilities Management	30000470 / Custodian / 1 - Regular / 02 - Full Time Non- Exempt / GRD07 / 00 / \$22,880.00	
Mobility	Temporary to Regular	04/14/2014	3150 - County Clerk	30000966 / Office Asst / 2 - Temporary / 05 - Hourly - Retmt / GRD10 / 00 / \$11.87	3150 - County Clerk	30000973 / Court Clerk I / 1 - Regular / 02 - Full Time Non- Exempt / GRD13 / 00 / \$30,238.83	

4

POSITION RECLASSIFICATION CHANGES AND PERSONNEL ACTIONS

Effective Date	Personnel Area	Position	CURRENT Job Title / Job Object ID / Employee Group / Employee Subgroup / Grade / Level / Salary	HRMD RECOMMENDS Job Title / Job Object ID / Employee Group / Employee Subgroup / Grade / Level / Salary
4/29/2014	1650 – Emergency Services	30004586	Accounting Clerk / 20000116 / Regular / Full Time Non- Exempt / GRD 12 / 00 / \$34,504.21	Accountant Assoc / 20000117 / Regular / Full Time Non- Exempt / GRD 14 / 00 / \$37,955.00
4/29/2014	3050 – Tax Collector	30000244	Tax Specialist I / 20000096 / Regular / Full Time Non- Exempt / GRD 13 / 00 / \$31,158.40	Tax Specialist II / 20000097 / Regular / Full Time Non- Exempt / GRD 15 / 00 / \$34,608.50
4/29/2014	3050 – Tax Collector	30000245	Tax Specialist I / 20000096 / Regular / Full Time Non- Exempt / GRD 13 / 00 / \$32,678.88	Tax Specialist II / 20000097 / Regular / Full Time Non- Exempt / GRD 15 / 00 / \$34,608.50
4/29/2014	3050 – Tax Collector	30000246	Tax Specialist II / 20000097 / Regular / Full Time Non- Exempt / GRD 15 / 00 / \$36,870.49	Tax Specialist III / 20000098 / Regular / Full Time Non- Exempt / GRD 16 / 00 / \$37,024.00
4/29/2014	3300 – District Attorney	30001269	Legal Secretary Sr / 20000090 / Regular / Full Time Non-Exempt / GRD 16 / 00 / \$ 42,706.82	Executive Asst / 20000104 / Regular / Full Time Exempt / GRD 17 / 00 / \$45,696.30
4/29/2014	3405 - Justice of the Peace Pct 2	30001632	Accounting Clerk / 20000116 / Regular / Full Time Non- Exempt / GRD 12 / 00 / \$31,170.29	Accountant Assoc / 20000117 / Regular / Full Time Non- Exempt / GRD 14 / 00 / \$35,256.00

Departments request in order to meet departmental needs. PBO has confirmed funding available.

This section intentionally left blank.

NON-ROUTINE – Promotion				
Dept. (From)	Position / Position Title / Employee Subgroup / Grade / Level / Salary	Dept. (To)	Position / Position Title / Employee Subgroup / Grade / Level / Salary	Comments
3465 - Constable Pct 4	30001821 / Constable Sergeant / 1 - Regular / 02 - Full Time Non-Exempt / GRD64 / 01 / \$71,704.46	3465 - Constable Pct 4	30001820 / Constable Deputy Chief / 1 - Regular / 01 - Full Time Exempt / GRD66 / 05 / \$83,445.65	Exception to Travis County Code § 10.0295 (f). POPS Promotion. Placing at Step 5, instead of retaining same step at Step 1.

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

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Bruce Todd, Commissioner, Pct. 2

Gerald Daugherty, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4



Human Resources Management Department

1010 Lavaca Street, 2nd Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-4203

MEMORANDUM

DATE: April 18, 2014

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

VIA: Leroy Nellis, County Executive, Planning & Budget Office

FROM: Debbie Maynor, Director of Human Resources *DM*

SUBJECT: Constable, Precinct 4 - Non-Routine Salary Adjustment, Pos.30001820

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

Constable, Precinct 4's Office Request:

Constable Precinct 4's Office requests approval to increase the current salary of one Constable Sergeant upon promotion to Chief Deputy Constable. The proposed salary adjustment would bring the employee from Pay Grade 64, step 1 to Pay Grade 66, step 5 and result in an increase of \$11,741.19. The salary adjustment would apply to the following positions:

<u>From:</u>		<u>To:</u>	
Position #	30001821	Position #	30001820
Title	Constable Sergeant	Title	Chief Deputy Constable
PG	64	PG	66
Step	1	Step	5
Salary	\$71,704.46	Salary	\$83,445.65

Policy

Travis County Code §10.0295 does not specifically address whether employees on the Peace Officer Pay Scale (POPS) must be moved to the same step upon promotion to a higher pay grade but it has been the County's long established practice to do so.

Issues

Although not addressed specifically by policy, long-standing County practice has been that employees covered by POPS are moved "step-to-step" upon promotion to a higher pay grade. In this case, the Constable from Precinct 4 has requested that the Sergeant, currently on step 1, be promoted to Chief Deputy and placed on step 5. According to the long-standing pay practices under POPS, the employee would ordinarily move to step 1.

This case is further complicated by the fact that the Sergeant does not fully meet the job requirements for Chief Deputy. Chief Deputy Constables are required to hold an intermediate peace officer license, and in this case the Sergeant does not yet hold this license. Typically, when employees of an elected official do not meet full job requirements, they are placed at entry of the pay grade.

Whether placed at step 1 or step 5, the Planning and Budget Office (PBO) has confirmed available funding for the pay action.

Recommendation

HRMD has discussed the issue with the Constable's Office and has no objection to the promotion. Based on the conditions in this case, we concur with placement at step 5.

Rationale

HRMD routinely does not oppose promotions proposed by elected officials. The only issue involved is whether the employee will be placed at step 1 or step 5. Placement at step 1 would result in a salary of \$76,967.49 (7 percent increase) while placement at step 5 would result in a salary of \$83,445.65 (16 percent increase). The difference in pay is \$6,478.16.

In this case, Constable #4 has selected an employee with a limited tenure at Travis County, but who has 25 years of law enforcement experience in the military. The employee does not have an Intermediate TCOLE License, but has made considerable progress toward achieving one and is likely to soon obtain it. While HRMD still supports existing practice, under these conditions HRMD does not oppose placement at step 5.



MARIA CANCHOLA
TRAVIS COUNTY CONSTABLE, PRECINCT FOUR

Dear Judge and Commissioners:

On April 15th I sent to Commissioners' Court an email requesting a Non Routine Personnel Action request. Since this is a non-standard request I am writing to you individually to explain why I need to make this request this of you. As you know, my previous Chief Deputy has accepted a position elsewhere in Travis County. I have on my staff an individual who has twenty-five years of experience with the United States Air Force retiring as a Master Sargent over law enforcement and security personnel.

If I had brought this individual from the outside as I did my previous chief, I believe his experience would have qualified him for the step five salary that my previous chief was given due to his qualifications.

Deputies in my department work civil process, class C misdemeanor warrants and building/courtroom security. This individual has worked all three divisions in an exemplary manner. While serving civil process, writs of execution included (which carries a great deal of liability) he always studied the laws to be sure he knew where he got his authority to serve these papers and how far that authority goes. He has prepared Power Point Training for our building security officers and is well versed due to his time in the Air Force. I asked him and my previous chief deputy to prepare a active shooter training video for all employees in our building which include CSCD, JP 4, and the Tax office in an effort to teach them how to help themselves stay safe in a situation if we were to have such an incident. We are now ready to present that training.

He has demonstrated a strong work ethic, is fair and equitable with the people in our community and fully supports our mission. All these qualities he possesses are essential to the success of our department. If I have to post this position and hire from outside our office, it will take a few months and finding a licensed peace officer with civil process experience will be far more difficult and time consuming because that person will have to learn civil law which is totally different from being a police officer. Having gone through the reviewing of the Neogov applications when I hired my previous chief, I realized how difficult it was to find and train an experienced individual for this very specific, challenging position of chief deputy in a department that serves civil process.

I fully understand that this request will be compared to probably our Sheriff's Office but please understand that my department is the smallest Travis County Constable's office and I would hope that you will find that we are not comparable. This person in this position will allow my department to have much needed continuity and stability after my previous chief's departure. I truly believe that this individual's experience meets the qualification for my Chief Deputy at a step five.



Maria Canchola

4011 MCKINNEY FALLS PARKWAY • STE 1100 • AUSTIN, TEXAS 78744
E-MAIL ADDRESS: maria.canchola@traviscountytx.gov • PHONE: (512) 854-9488



Travis County Commissioners Court Agenda Request

Meeting Date: April 29, 2014

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

Elected/Appointed Official/Dept. Head: Leroy Nellis, County Executive -
Succession

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

A handwritten signature in blue ink, appearing to read "Leroy Nellis", is written over the text of the "Elected/Appointed Official/Dept. Head" and "Commissioners Court Sponsor" fields.

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 \$1,015,027.15 for the period of April 11 to April 17, 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 \$1,015,027.15.

ISSUES AND OPPORTUNITIES:

See attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (8956) – \$1,015,027.15

REQUIRED AUTHORIZATIONS:

John Rabb, 854-2742

Jessica Rio, 854-9106

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

**TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS**

DATE: April 29, 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: April 11, 2013 to April 17, 2014

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$1,015,027.15

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 \$1,015,027.15.

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
APRIL 11, 2014 TO APRIL 17, 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 29, 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: April 11, 2014
 TO: April 18, 2014

REIMBURSEMENT REQUESTED: \$ 1,015,027.15

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 2,618,724.93
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: April 22, 2014	\$ (1,599,892.53)
SAP corr	\$ (3,475.00)
Misc Adj	\$ (330.25)
TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 1,015,027.15
TRANSFER OF FUNDS REQUESTED:	\$ 1,015,027.15

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

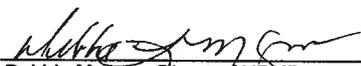
All claims over \$25,000 (3 this week totaling \$269,777.73) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.

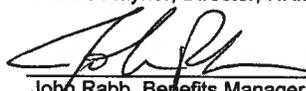
Fifteen percent (15%) of all claims under \$25,000 (\$117,200.81) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount 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 \$349,720.88.

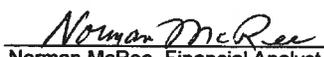
All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

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 Maynor, Director, HRMD 4/21/2014
Date

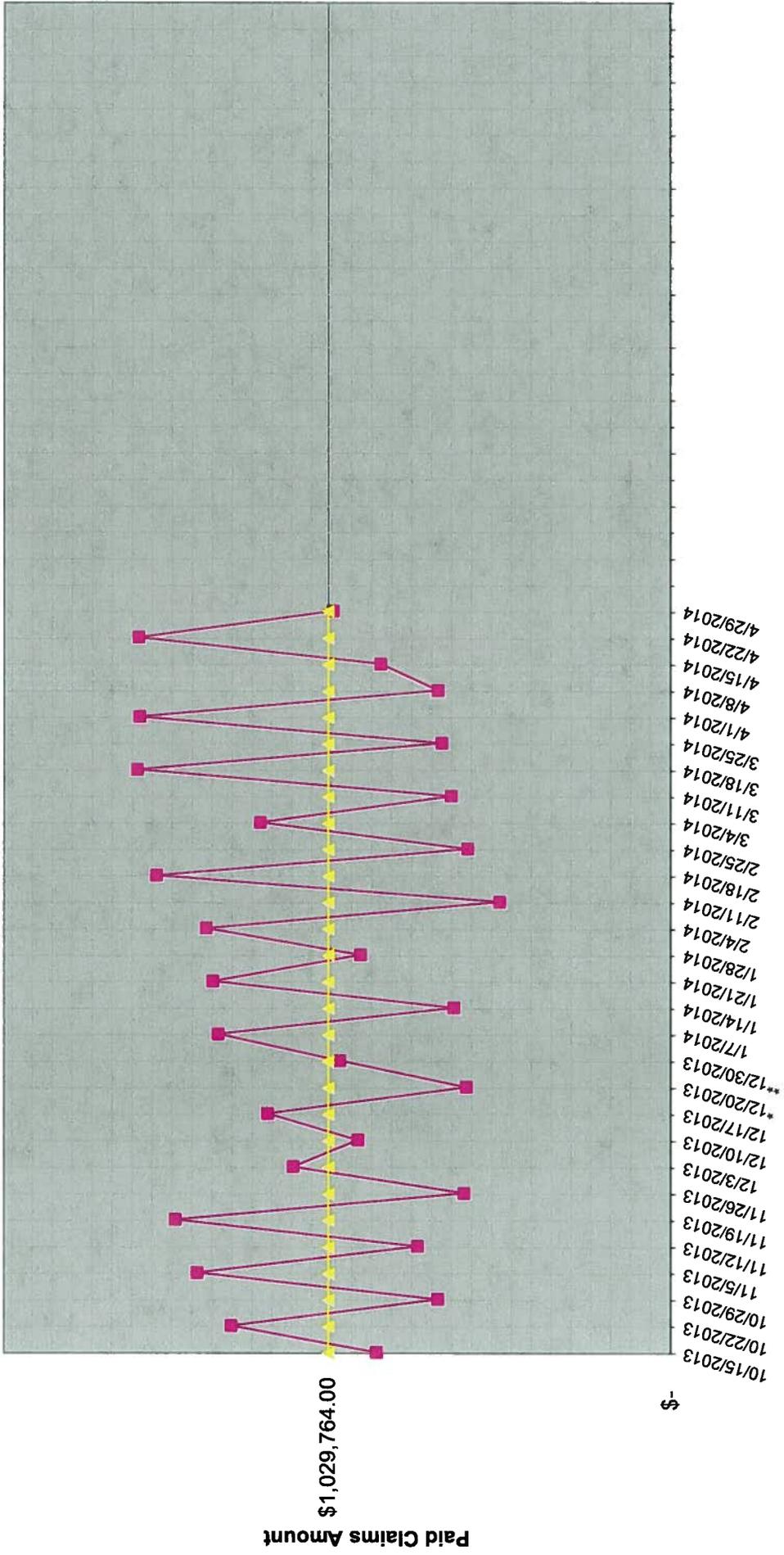

 John Rabb, Benefits Manager 4/21/14
Date


 Shannon Steele, Benefits Administrator 4/21/14
Date


 Norman McRee, Financial Analyst 4/18/14
Date

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

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



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

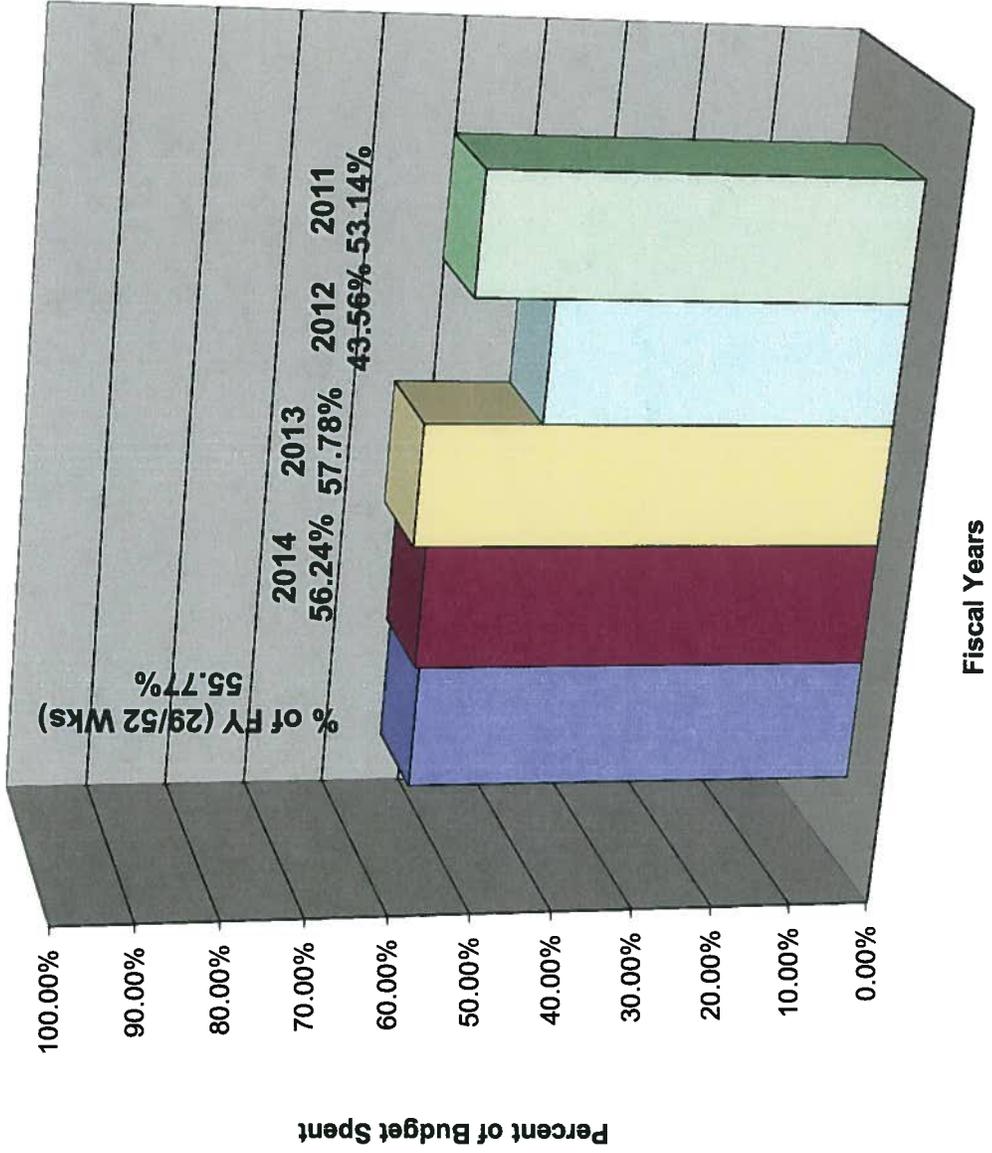
Wk	Period from	Period To	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims	FY 2014 % of Budget Spent	FY 2013 % of Budget Spent
1	9/27/2013	10/3/2013	10/15/2013	\$ 885,221.27	\$ 1,029,764.52	5	\$ 195,295.06	1.65%	1.68%
2	10/4/2013	10/10/2013	10/22/2013	\$ 1,321,181.23	\$ 1,029,764.52	1	\$ 164,720.00	4.12%	4.42%
3	10/11/2013	10/17/2013	10/29/2013	\$ 701,263.92	\$ 1,029,764.52	1	\$ 82,224.03	5.43%	6.07%
4	10/18/2013	10/24/2013	11/5/2013	\$ 1,423,282.56	\$ 1,029,764.52	4	\$ 168,709.40	8.09%	8.24%
5	10/25/2013	10/31/2013	11/12/2013	\$ 761,418.64	\$ 1,029,764.52	2	\$ 106,445.83	9.51%	9.25%
6	11/1/2013	11/7/2013	11/19/2013	\$ 1,488,394.58	\$ 1,029,764.52	3	\$ 109,031.75	12.29%	13.29%
7	11/8/2013	11/14/2013	11/26/2013	\$ 622,321.91	\$ 1,029,764.52	1	\$ 29,825.79	13.45%	15.02%
8	11/15/2013	11/21/2013	12/3/2013	\$ 1,135,426.11	\$ 1,029,764.52	1	\$ 40,089.30	15.57%	17.32%
9	11/22/2013	11/28/2013	12/10/2013	\$ 940,233.39	\$ 1,029,764.52	2	\$ 222,703.69	16.67%	18.28%
10	11/29/2013	12/5/2013	12/17/2013	\$ 1,212,118.51	\$ 1,029,764.52	5	\$ 182,392.18	18.94%	20.94%
11	12/6/2013	12/12/2013	*12/20/2013	\$ 615,656.75	\$ 1,029,764.52	3	\$ 107,366.02	20.09%	23.72%
12	12/13/2013	12/19/2013	**12/30/2013	\$ 995,001.70	\$ 1,029,764.52	3	\$ 358,745.50	21.95%	26.12%
13	12/20/2013	12/26/2013	1/7/2014	\$ 1,360,704.88	\$ 1,029,764.52	3	\$ 222,051.40	24.49%	27.88%
14	12/27/2013	1/2/2014	1/14/2014	\$ 653,436.13	\$ 1,029,764.52	1	\$ 28,139.66	25.71%	28.75%
15	1/3/2014	1/9/2014	1/21/2014	\$ 1,376,963.18	\$ 1,029,764.52	4	\$ 155,466.04	28.28%	30.39%
16	1/10/2014	1/16/2014	1/28/2014	\$ 932,402.70	\$ 1,029,764.52	5	\$ 310,357.04	30.02%	31.62%
17	1/17/2014	1/23/2014	2/4/2014	\$ 1,396,783.17	\$ 1,029,764.52	2	\$ 80,497.62	32.63%	34.58%
18	1/24/2014	1/30/2014	2/11/2014	\$ 515,683.34	\$ 1,029,764.52	2	\$ 130,646.43	33.59%	35.73%
19	1/31/2014	2/6/2014	2/18/2014	\$ 1,545,248.14	\$ 1,029,764.52	4	\$ 214,487.53	36.48%	38.08%
20	2/7/2014	2/13/2014	2/25/2014	\$ 611,759.43	\$ 1,029,764.52	0	\$ -	37.62%	39.28%
21	2/14/2014	2/20/2014	3/4/2014	\$ 1,233,909.99	\$ 1,029,764.52	4	\$ 133,153.83	39.92%	42.16%
22	2/21/2014	2/27/2014	3/11/2014	\$ 660,394.37	\$ 1,029,764.52	1	\$ 32,174.24	41.16%	43.40%
23	2/28/2014	3/6/2014	3/18/2014	\$ 1,603,217.96	\$ 1,029,764.52	7	\$ 331,213.98	44.15%	45.52%
24	3/7/2014	3/13/2014	3/25/2014	\$ 688,786.64	\$ 1,029,764.52	3	\$ 141,879.50	45.44%	47.04%
25	3/14/2014	3/20/2014	4/1/2014	\$ 1,597,535.37	\$ 1,029,764.52	3	\$ 173,339.16	48.42%	49.48%
26	3/21/2014	3/27/2014	4/8/2014	\$ 700,301.00	\$ 1,029,764.52	3	\$ 92,139.61	49.73%	51.79%
27	3/28/2014	4/3/2014	4/15/2014	\$ 872,967.78	\$ 1,029,764.52	4	\$ 143,618.18	51.36%	53.36%
28	4/4/2014	4/10/2014	4/22/2014	\$ 1,599,892.53	\$ 1,029,764.52	3	\$ 152,608.89	54.35%	55.92%
29	4/11/2014	4/17/2014	4/29/2014	\$ 1,015,027.15	\$ 1,029,764.52	3	\$ 269,777.73	56.24%	57.78%
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Claims (net) & Budget to Date	\$ 30,116,813.45	\$ 29,863,171.06	stop loss \$ (349,720.88)
Gross Paid Claims over (under) Original Budget		\$ 253,642.39	

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 29**





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Secured Message

[Reply](#) [ReplyAll](#)

From: SIFSFX@UHC.COM
To: NORMAN.MCREE@CO.TRAVIS.TX.US
Date: April 18, 2014 5:57:10 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: 2014-04-18 REQUEST AMOUNT: \$2,618,724.93

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

CALCULATION OF REQUEST AMOUNT	
+ ENDING BANK ACCOUNT BALANCE FROM: 2014-04-17	\$99,643.62
- REQUIRED BALANCE TO BE MAINTAINED:	\$2,668,041.00
+ PRIOR DAY REQUEST:	\$00.00
= UNDER DEPOSIT:	\$2,568,397.38
+ CURRENT DAY NET CHARGE:	\$50,327.55
+ ISSUED CREDIT AMOUNT:	\$00.00
+ FUNDING ADJUSTMENTS:	\$00.00
REQUEST AMOUNT:	\$2,618,724.93

ACTIVITY FOR WORK DAY: 2014-04-11

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$54,791.41	\$00.00	\$54,791.41
TOTAL:	\$54,791.41	\$00.00	\$54,791.41

ACTIVITY FOR WORK DAY: 2014-04-14

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
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UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2014_04_17

CONTR_NBR	PLN_ID	TRANS_AMT	SRS_DESG_NBR	CHK_NBR	GRP_ID	CLM_ACCT_NBR	ISS_DT	TRANS_TYP_CD	TRANS_DT	WK_END_DT
701254	632	0.01	QG	12249968	AH		4/14/2014	100	4/16/2014	4/17/2014
701254	632	0.01	QG	12249968	AA		4/14/2014	100	4/16/2014	4/17/2014
701254	632	0.01	QG	12249968	AA		4/14/2014	100	4/16/2014	4/17/2014
701254	632	(35.00)	QG	41615662	AE		5/30/2013	50	4/18/2014	4/17/2014
701254	632	(44.68)	PH	67424333	AH		1/23/2014	50	4/18/2014	4/17/2014
701254	632	(59.84)	PH	66451231	AE		4/11/2014	50	4/17/2014	4/17/2014
701254	632	(66.05)	PH	66201015	AE		4/11/2014	50	4/17/2014	4/17/2014
701254	632	(85.12)	QG	4597470	AH		1/21/2014	50	4/18/2014	4/17/2014
701254	632	(86.81)	PH	86779591	AF		4/11/2014	50	4/17/2014	4/17/2014
701254	632	(94.59)	PH	86736699	AE		4/11/2014	50	4/17/2014	4/17/2014
701254	632	(99.58)	QG	82085309	AH		1/27/2014	50	4/16/2014	4/17/2014
701254	632	(104.32)	PH	66074301	AE		4/11/2014	50	4/17/2014	4/17/2014
701254	632	(139.96)	PH	66157478	AE		4/11/2014	50	4/17/2014	4/17/2014
701254	632	(158.65)	QG	93123878	AA		1/24/2014	50	4/15/2014	4/17/2014
701254	632	(174.02)	QG	4565130	AA		1/10/2014	50	4/14/2014	4/17/2014
701254	632	(192.50)	PG	9483746	AE		4/11/2014	50	4/15/2014	4/17/2014
701254	632	(206.35)	PH	66201015	AE		4/11/2014	50	4/17/2014	4/17/2014
701254	632	(736.53)	PH	40453213	AH		6/28/2013	50	4/15/2014	4/17/2014
701254	632	(778.00)	QG	51768081	AH		4/9/2014	50	4/15/2014	4/17/2014
701254	632	(2,760.69)	PH	66326124	AE		4/11/2014	50	4/17/2014	4/17/2014

\$ 1,015,027.15

Travis County Employee Health Benefits Fund

UHC Payments Deemed Not Reimbursable

For the payment week ending: 4/17/2014

CONTR_#	TRANS_AMT	SRS	CHK_#	GRP	CLAIM ACCT #	ISS_DATE	TRANS CODE	TRANS_DATE
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Total: \$0.00

Travis County - Employee Health Benefits Fund (8956)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 04/17/2014

Type	EE/RR	Cost Center	G/L Account	Transaction Amount
CEPO	EE	1110068956	516010	\$ 120,338.87
	RR	1110068956	516110	\$ 11,091.41
			Total CEPO	\$ 131,430.28
EPO	EE	1110068956	516030	\$ 297,891.19
	RR	1110068956	516130	\$ 16,734.46
			Total EPO	\$ 314,625.65
PPO	EE	1110068956	516020	\$ 479,264.87
	RR	1110068956	516120	\$ 89,706.35
			Total PPO	\$ 568,971.22
			Grand Total	\$ 1,015,027.15



Travis County Commissioners Court Agenda Request

Meeting Date: April 29, 2014

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

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

County Executive: Leroy Nellis, Acting County Executive, PBO, 854-9066

Sponsoring Court Members: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on a proposed amended and restated license agreement with Allan-Thrasher, L.L.C., to continue to use the County owned parking lot at 416 W. 11th Street from date of approval through July 31, 2014 during hours the parking lot is not required for County use.

BACKGROUND/SUMMARY OF REQUEST:

Facilities Management Department (FMD) was approached in July 2013 by Mr. Dan Ross with The Allan House about the possibility of leasing the County owned parking lot at 416 W. 11th Street for use of their guests. The Allan House is located at 1104 San Antonio Street, directly to the west of the County owned parking lot. The Commissioners Court approved a license agreement on July 23, 2013 authorizing this use from that date through April 30, 2014. FMD has received a new request from The Allan House (Attachment One) requesting an extension of this license agreement through August 31, 2014. The parking lot is available for use through July 31, 2014 and the requester has been informed that FMD cannot recommend continuing through August due to the planned start of construction for the new County building. The requested use would be as needed for events and would only occur after County business hours during the week or on weekends, at times the parking would not be needed for County employees. The Allan House pays a fee of \$100 for each event when they use the parking lot.

FMD coordinated with Christopher Gilmore of the County Attorney's office to prepare the appropriate amended and restated license agreement at Attachment Two. The term of the license agreement will continue to July 31, 2014. Under the terms of the agreement, Allan-Thrasher, L.L.C., (Licensee) is require to contact FMD in writing with three days written notice of an event

when they wish to use the parking lot. Within three days prior to event, Licensee is also required to pay the \$100 event fee, made out to Travis County. The type events held at The Allan House that might require additional parking includes weddings, receptions, corporate functions and charitable events. Licensee has provided proof of the required insurance coverage as attached as Exhibit B of the license agreement.

STAFF RECOMMENDATIONS:

Facilities Management Department recommends approval of the amended and restated license agreement between Travis County and Allan-Thrasher, L.L.C.

ISSUES AND OPPORTUNITIES:

The County recently bought the property including the parking lot at 416 W. 11th Street. A new facility is in the design stage and is anticipated to begin construction in August 2014. Until that time, that parking lot is used for employee parking during County business hours, but is not used after hours and on weekends. Allowing the Allan House to use the parking would make use of the parking asset and provide revenue to the County. Over the period of the original agreement, The Allan House has paid the County \$4,700 for 47 events.

FISCAL IMPACT AND SOURCE OF FUNDING:

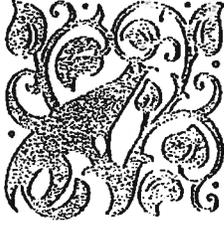
\$100 in revenue for each use of the parking lot. Number of events from May 1, 2014 to July 31, 2014 not known at this time.

ATTACHMENTS/EXHIBITS:

1. The Allan House letter dated April 16, 2014
2. Amended and Restated License Agreement

REQUIRED AUTHORIZATIONS:

Christopher Gilmore/Roxanne Bonner, County Attorney's Office



THE ALLAN HOUSE

simple. elegant. timeless.

ALLAN THRASHER LLC
1104 SAN ANTONIO ST. AUSTIN, TEXAS 78701
TELEPHONE 512.478.8653 FACSIMILE 512.474.5306
WWW.ALLANHOUSE.COM
Jullana@allanhouse.com

April 16th, 2014

To Whom It May Concern:

For the last several months, Allan-Thrasher, LLC has been reserving the Travis County-owned parking lot located on the corner of 11th St. and San Antonio St. for the guests of our evening and weekend weddings and events to use as an additional parking option.

Our license agreement to reserve this lot will terminate on April 30th, 2014. On the behalf of Allan-Thrasher, LLC, I would like to request an extension of this license agreement until the end of August 2014.

Thank you for your consideration.

Sincerely,

Juliana Ross

THE ALLAN HOUSE
Events & Sales Management

Attachment One

**AMENDED AND RESTATED
LICENSE AGREEMENT**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Amended and Restated License Agreement ("Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County"), and Allan-Thrasher, L.L.C., a Texas limited liability company ("Licensee"). This Agreement amends and restates in its entirety the License Agreement executed on July 23, 2013.

WITNESSETH

WHEREAS, County is the owner of certain property located at 416 W. 11th Street, Austin, Texas (the "Property"); and

WHEREAS, Licensee desires to exercise certain rights and privileges on a portion of the Property, specifically to provide additional event parking, and County desires to grant such permission to Licensee under the terms and condition set forth herein;

NOW, THEREFORE, County and Licensee, in consideration of the mutual promises herein expressed and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, covenant and agree to and with each other as follows:

1.0 GRANT OF LICENSE

1.1 County grants a License (the "License") to Licensee to enter, use and occupy that portion of the Property designated on **Exhibit A**, attached to this Agreement and made a part of this Agreement for all purposes (the "Licensed Area"), for the purpose of providing additional event parking for the Allan House ("Licensed Use").

1.2 Licensee agrees to make no structural changes to any portion of the Licensed Area. Licensee agrees to leave the Licensed Area in the same and as good a condition as when it was received, normal wear and tear excepted, as determined by existing County policy. Licensee shall not install any furniture, movable trade fixtures or equipment in or on the Licensed Area.

1.3 At its own additional expense, Licensee shall provide, and ensure compliance with, its own policies and procedures during Licensee's use of the Licensed Area as reasonably necessary to ensure the safety and integrity of the persons and property brought onto the Licensed Area for the purposes authorized under this Agreement.

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

1.5 Licensee agrees to take all reasonable measures to minimize noise and any other type of interference with or disruption of normal business for the duration of the License Term, as defined below. Disregard of County staff requests to reduce the amount of noise or other disturbance caused by Licensee's activities may be grounds for revocation of the License.

2.0 TERM OF LICENSE

2.1 The License will commence upon the Effective Date of this Agreement and will continue in full force and effect until July 31, 2014 (the "License Term"). Licensee is granted permission to enter and use the Licensed Area as needed after regular Travis County business hours between the hours of 5:30 pm and 2:00 am on the weekdays and any time during the weekends (the "Hours of Operation"). Licensee acknowledges and agrees that such dates and times are subject to postponement and/or rescheduling due to any cause or reason beyond the control of the Licensee or as determined to be necessary by the County. Licensee agrees to provide written notice three days' prior to an event to County's Facilities Management Department at and roger.elkhoury@co.travis.tx.us and (phone 512 854-4579). The notice must include information regarding the dates and times of the event.

3.0 PAYMENT TO COUNTY

3.1 In consideration of the License granted hereunder, Licensee shall pay to Travis County the amount of \$100.00 per event to cover County's administrative, utilities and related costs within three days of the event without need of a County invoice.

3.2 Licensee shall pay County the sum set forth in this Section 3.1 and 3.3 to: Travis County, Facilities Management Department, P.O. Box 1748, Austin, Texas 78767.

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

4.0 SMOKING

4.1 **THERE SHALL BE NO SMOKING ON THE PROPERTY AT ANY TIME. LICENSEE AGREES NOT TO USE ANY EQUIPMENT OR MATERIAL THAT IS INTENDED TO PRODUCE AN OPEN FLAME.**

5.0 PERMITS

5.1 Licensee will be solely responsible for the costs and the securing of any permits, licenses or other authorizations required by the City of Austin or other local governmental entities for use of the Licensed Area under this Agreement. All taxes, excise or license fees of every kind and character, on account of the Licensed Use or on account of the ownership of Licensee's property imposed by federal, state, county or city government shall be paid by Licensee.

5.2 Licensee will comply with federal, state, county and city regulations, laws and ordinances that in any manner affect Licensee's operations. Any violation of said statutes, rules, regulations or ordinances will constitute a material breach of this Agreement and shall entitle County to terminate this Agreement immediately upon delivery of written notice to the Licensee.

5.3 LICENSEE ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE LICENSED AREA PRIOR TO EXECUTION OF THIS AGREEMENT, LICENSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE LICENSED AREA AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY COUNTY. LICENSEE AGREES TO ACCEPT THE LICENSED AREA "AS-IS" AND WITH ALL FAULTS AND WAIVES ALL OBJECTIONS OR CLAIMS IN THIS REGARD AGAINST COUNTY (INCLUDING BUT NOT LIMITED TO ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE LICENSED AREA OR TO ANY HAZARDOUS MATERIALS IN THE LICENSED AREA. COUNTY WILL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE LICENSED AREA, OR THE OPERATION THEREOF FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE USE OF THE LICENSED AREA AS PROVIDED FOR IN THIS AGREEMENT IS MADE ON AN "AS-IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE CONSIDERATION FOR THE USE OF THE LICENSED AREA HAS BEEN NEGOTIATED TO REFLECT THAT ALL OF THE LICENSED AREA IS LICENSED BY COUNTY AND ACCEPTED BY LICENSEE IN THE "AS-IS" CONDITION. THIS ACCEPTANCE BY THE LICENSEE IS AN

ACKNOWLEDGMENT THAT THERE IS NO LANDLORD/TENANT RELATIONSHIP ESTABLISHED BETWEEN COUNTY AND LICENSEE. LICENSEE HAS NO EXPECTATION OF WARRANTIES AS TO USE OR SUITABILITY OF THE PROPERTY.

6.0 USE AND REPAIRS

6.1 Licensee will not use the Licensed Area for any purpose other than that set forth herein. Further, Licensee will repair or replace any damage to the Property caused by Licensee.

6.2 Licensee shall take good care of the Licensed Area during the License Term and keep it free from waste and nuisance of any kind. Licensee shall repair, replace, or reimburse County for any damage to the Property caused by Licensee, including any damage caused by the misuse or negligence of Licensee.

6.3 Unless County otherwise agrees, any installed furniture, fixtures or equipment items must be removed by Licensee upon termination of this License in a good and workmanlike manner and Licensee agrees to repair any damage resulting therefrom and to leave the Licensed Area in as good a condition as it was in prior to removal of the installed item, reasonable wear and tear excepted. Any such equipment or fixtures not removed shall become the property of County.

7.0 CONTROL OF TRAVIS COUNTY; TERMINATION

7.1 Licensee shall at all times obey the direction and commands of the Facilities Management Department, Travis County Sheriff's Department or their designated representatives, while on the Property.

7.2 Any disregard of the directions, restrictions, rules or regulations referenced in this Section 7 shall be grounds for County's immediate revocation of the License granted hereunder and termination of this Agreement.

7.3 In addition, County shall have the right to revoke the License and this Agreement shall automatically and immediately terminate if any of the following events occurs: (i) Licensee fails in any manner to adhere to the terms of this Agreement; (ii) Licensee breaches this Agreement and fails to remedy the breach within 30 days following receipt of County's written notice by certified mail to Licensee of the breach; (iii) County conveys or transfers the Property; (iv) the Travis County Commissioners Court determines that this License no longer serves the public interest or that it is no longer in the best interest of Travis County to continue this License; (v) a governmental law, ordinance, regulation, or court order requires termination; or (vi) County and Licensee mutually agree to such termination.

7.4 Upon termination of this Agreement, Licensee shall remove or cause to be removed all tangible personal property Licensee may have placed on the Licensed Area during the License Term.

8.0 INDEMNIFICATION

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

8.2 Licensee will not discharge, leak, or emit, or permit to be discharged, leaked, or emitted, any material into the atmosphere, ground, sewer system, or any body of water, if that material (as is reasonably determined by County, or any governmental authority) does or may pollute or contaminate the same, or may adversely affect (i) health, welfare, or safety of persons, whether located on the Property or elsewhere, or (ii) the condition, use or enjoyment of the building or any other real or personal property. Licensee must immediately notify County of any release of any Hazardous Material on or near the Property whether or not such release is in a quantity that would otherwise be reportable to a public agency and must also comply with the notification requirements of any applicable state, local, or federal law or regulations.

9.0 INSURANCE

9.1 Without in any way limiting the liability of Licensee or its obligations under this Agreement, Licensee agrees to maintain during the term of the License Commercial General Liability Insurance with minimum bodily injury and property damage limits of \$100,000 per occurrence and \$1,000,000 in the aggregate or a Combined Single Limit of \$500,000 with Travis County named as an additional insured. Licensee has provided County with a certificate from its carrier evidencing such insurance, which certificate is attached hereto as **Exhibit B** and made a part hereof.

10.0 NON-ASSIGNMENT OF RIGHTS

10.1 Licensee may not assign this Agreement or any portion or right thereof without the prior written consent of County.

11.0 AMENDMENTS

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

12.0 SAFETY

12.1 County reserves the right to prohibit persons from entering or otherwise using the Licensed Area or the Property at any time safety may be a concern.

13.0 NON-WAIVER AND RESERVATION OF RIGHTS

13.1 No act or omission by County may constitute or be construed as a waiver of any breach or default of Licensee which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this Agreement will not be construed as a waiver of that right or privilege.

13.2 All rights of County under this Agreement are specifically reserved and any act or omission will not impair or prejudice any remedy or right of County under it. Any right or remedy stated in this Agreement will not preclude the exercise of any other right or remedy under this Agreement, the law or at equity, nor will any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

14.0 VENUE AND CHOICE OF LAW

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

15.0 NOTICES

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

15.2 Licensee Address. The address of Licensee for all purposes under this Agreement is:

Dan Ross
Allan-Thrasher, L.L.C.
1104 San Antonio Street
Austin, Texas 78701

15.3 County Address. Except for the notice regarding the dates and times of the event required in Section 2.1, the address of County for all other notices under this Agreement is:

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

And to:

Leroy Nellis, Action County Executive (or successor)
Travis County Planning and Budget Office
P.O. Box 1748
Austin, Texas 78767

15.4 Change of Address. Each Party may change the address for notice to it by giving notice of the change in compliance with this Section.

16.0 MEDIATION

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

17.0 SEVERABILITY

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

18.0 ENTIRETY OF AGREEMENT

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

County and Licensee have duly executed this Agreement effective as of July 23, 2013, (the "Effective Date").

TRAVIS COUNTY, TEXAS

LICENSEE:

ALLAN-THRASHER, L.L.C.
a Texas limited liability company

By: _____
Samuel T. Biscoe
Travis County Judge

By:  _____
Name: DAN ROSS
Title: Member

Date: _____

Date: 4-16-14

Exhibit A

Licensed Area

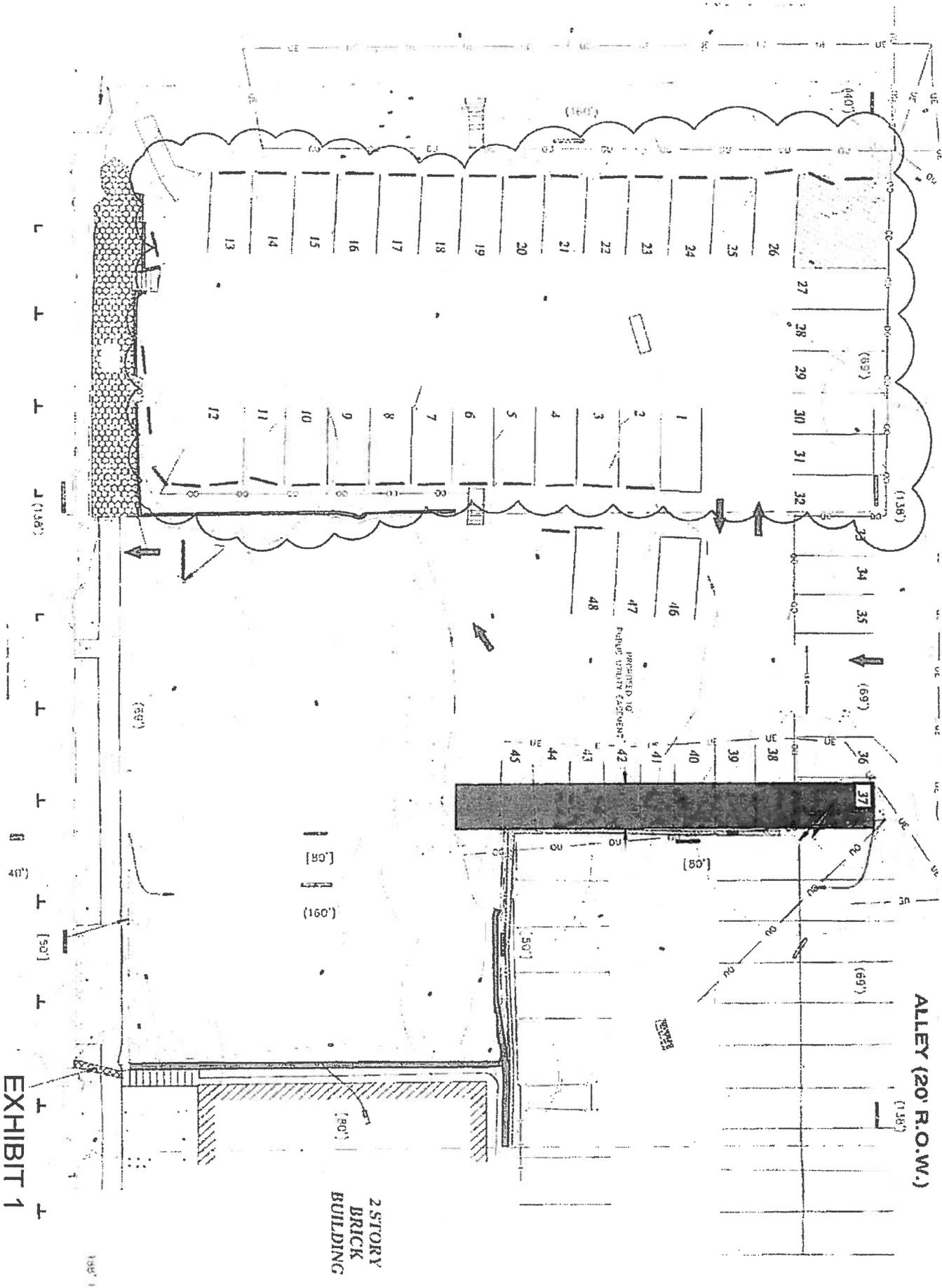


EXHIBIT 1

2 STORY
BRICK
BUILDING

ALLEY (20' R.O.W.)

**Exhibit B
Insurance Certificate
(attached)**



CERTIFICATE OF LIABILITY INSURANCE

ALLAN-2 OP ID: J5

DATE (MM/DD/YYYY)
04/16/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Time Insurance Agency, Inc. 1405 East Riverside Drive Austin, TX 78741 Time Insurance Agency, Inc.	CONTACT NAME: Time Insurance Agency, Inc.	
	PHONE (A/C, No. Ext): 512-447-7773	FAX (A/C, No): 512-440-0989
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Certain Underwriters at Lloyds		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED Allan-Thrasher LLC Ross Hospitality, LLC 1104 San Antonio Street Austin, TX 78701
--

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WGD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		LBW509934	10/31/2013	10/31/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ Included Emp Ben. \$ Excluded
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Attn: Honorable Samuel T. Briscoe (or successor in office)
 Attn: Leslie Bowder, Executive Manager (or successor)
 Travis County is additional insured with respect to the General Liability policy.

CERTIFICATE HOLDER TRAVIS C Travis County Planning and Budget Office Travis County Judge PO Box 1748 Austin, TX 78767	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Travis County Commissioners Court Agenda Request

Meeting Date: April 29, 2014

Prepared By/Phone Number: Edith Moreida

Elected/Appointed Official/Dept. Head: Commissioner Margaret J. Gómez

Commissioners Court Sponsor: Commissioner Margaret J. Gómez

AGENDA LANGUAGE:

Consider and take appropriate action on request from Central Texas Regional Mobility Authority to use the Travis County Commissioners Court Room located at 700 Lavaca Street in Austin, TX on May 1, 2014 from 10 :00 AM to 12:00PM for the Maha Loop/Elroy Road (Phase 1) Construction Contract pre-bid opening, and take appropriate action.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

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



Travis County Commissioners Court Agenda Request

Meeting Date: 4/29/2014, 9:00 AM, Voting Session

Prepared By/Phone Number: Katie Petersen Gipson Planning and Budget Office, 854-9346

Elected/Appointed Official/Dept. Head: Laroy Nellis, Acting County Executive, Planning and Budget

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action to amend the economic development incentive agreement on the Fotowatio Renewable Ventures (FRV) solar farm

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Travis County signed an economic development agreement with FRV solar farm in April of 2009. The agreement would rebate 80% of ad valorem property taxes on the business personal property of the solar farm upon the completion of the facility. On December 20, 2011, the Commissioners Court approved an amendment that changed the original owner of the project and changed the location of the headquarters from the facility to downtown Austin.

PBO has completed the audit for the first year of compliance and has determined that the facility has met all current requirements outlined in the agreement. However, during the compliance audit, PBO learned the project had been sold again and another amendment is required in order for the company to receive the incentive. In addition, the new owners kept the employees on site and they are currently working at the facility. Upon approval of this amendment, PBO would ask the Auditor to issue their tax rebate payment. Please see attached compliance checklist for more information.

The attached amendment was written by the Travis County Attorney's Office, reviewed by FRV's legal counsel and signed by the company's president.

STAFF RECOMMENDATIONS:

PBO recommends approval of this amendment which would change the ownership of the project and clarify the location of the employees.

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

No new fiscal impact. PBO would recommend issuing the tax rebate as originally stipulated in the agreement with FRV Solar. The tax year 2012 rebate is \$244,692. This amount was accrued by the Auditor's Office as part of the FY 2014 budget process and is available for payment.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office
County Judge's Office

Jessica Rio
Melissa Velasquez

Compliance Checklist

FRV Solar

Requirement	Documentation Received	Did Company satisfy requirement?
Produce 10MW power by 12/21/2011	Third party audit from Company Invoice to Austin Energy for power generation Confirmation from Austin Energy power generation (email received 4/10/14)	Yes- project was at full 30 MW capacity by end of 2011
Signed purchase power agreement with Austin Energy	Confirmation of PPA with Austin Energy received April 1, 2013	Yes
2-3 jobs at facility	Received affidavit from FRV April 1, 2013	Yes
1-2 jobs at headquarters	Jobs combined in 12/2011 amendment- all jobs are at facility. This will be clarified in amendment	Yes if agreement is amended
175-200 construction jobs created	Contract requires "commercially reasonable effort" to provide this information. While company could not get payroll information from the contractor they did confirm 210,911 man hours worked on the entire project	Yes
\$100 million in investment of construction and business personal property	Received independent audit report, bill of materials and rendition to TCAD	Yes
Local Labor and Materials	Contract requires "commercially reasonable effort" for local, state and USA labor and materials. Received updated BOM with country of origin in March 2014. Solar panels are made in China but other equipment is made in USA. Construction labor was local.	Yes
Develop training program with Del Valle ISD & ACC	TBD- Company does not need to satisfy this requirement until 12/31/2016	TBD- Company does not need to satisfy this requirement until 12/31/2016
Visitor Center	Picture of completed visitor center received April 1, 2013	Yes- requirement did not need to be met until 12/31/2014
Community Involvement- set up citizens committee	Received email of confirmation of meeting of citizens committee and contact with Park Springs Neighborhood Association in January 2014	Yes
Minority participation- good faith effort to use HUB vendors	Received MBE/WBE certification from seven sub-contractors March 2014	Yes

**AMENDMENT OF AGREEMENT AND
APPROVAL OF CHANGE IN OWNERSHIP BETWEEN TRAVIS COUNTY AND
FRV AE SOLAR, LLC**

PARTIES

This Amendment ("Amendment") of Agreement is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County") and FRV AE Solar, LLC, a limited liability Delaware company ("FRV"). The effective date of this Amendment (the "Amendment Effective Date") shall be the date that this Amendment is executed by the Parties.

RECITALS

County and FRV entered into an agreement to provide for economic incentives in the form of property tax rebates ("Agreement").

Under the Agreement, FRV agreed to construct a new 30 Megawatt Solar Farm which would generate clean renewable energy and maintain regional offices in Travis County.

The Agreements provides for changes by written document signed by both Parties; and the Parties have previously amended the Agreement; and the Parties desire to amend the Agreement to reflect additional mutually agreed to changes.

NOW, THEREFORE, in consideration of the mutual benefits received by these changes, and other good and adequate consideration as specified herein, the Parties agree to amend the Agreement as follows:

1.0 CHANGE IN OWNERSHIP

1.1 **Notice.** Pursuant to Section 5.7.1 of the Agreement ("Change in Ownership"), FRV has provided County with written notice of changes in ownership/management of FRV, with such changes being reflected in Exhibit 1 to this Amendment. County acknowledges the description of ownership/management of FRV as set forth in that Exhibit 1.

2.0 APPROVAL

2.1 **Transfer of Rights and Obligations.** The Parties agree that, regardless of the transfers of ownership/management set forth in this Amendment, FRV remains the project company that owns the project which is the subject of the Agreement and remains solely responsible for all rights, duties, obligations and responsibilities under the Agreement. FRV remains responsible for all performance under the Agreement and remains responsible for the day-to-day function of the Agreement obligations.

2.2 **Approval of Change in Ownership.** County approves the change in ownership referred to in this Amendment and acknowledges that the notice and this Amendment satisfies the related requirements set forth in the Agreement.

3.0 OBLIGATIONS

3.1 **Effect of Consent.** The Parties agree that the consent to the change in ownership contained in this Amendment does not increase the financial obligations of County or decrease or change the requirements or obligations of FRV as set forth in the original Agreement, as previously amended, unless specifically set forth in this Amendment.

4.0 REGIONAL HEADQUARTERS

4.1 **Facility/Headquarters Location.** The Parties agree that, pursuant to the terms of the previous amendment of the Agreement, the Facility and Headquarters are considered to be jointly located at the original site of the Facility (18580 FM 969, Manor, Texas), to be referred to as the "Facility/Headquarters."

4.2 **Jobs Requirements.** The Parties agree that the requirements of the Agreement for creation and maintenance of new full-time FTE's are combined to apply to the Facility/Headquarters. As a result, Sections 5.1.1(b)(i-b) and 5.1.1(b)(i-c) are understood to be consolidated to require that Company create and maintain 3-5 new full time equivalent jobs, as defined in the Agreement, at the single location of the Facility/Headquarters.

5.0 INCORPORATION

5.1 County and FRV hereby incorporate the Agreement into this Amendment. Except for the changes made in this Amendment, County and FRV hereby ratify all the terms and conditions of the Agreement as amended. The Agreement with the changes made in this Amendment constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties. All provisions in the Agreement not specifically amended herein remain the same and in full force and effect.

TRAVIS COUNTY

BY: _____

Samuel T. Biscoe
Travis County Judge

Date: _____

FRV AE Solar, LLC

BY: _____ 

Authorized FRV Representative
Printed Name: Javier Mellado

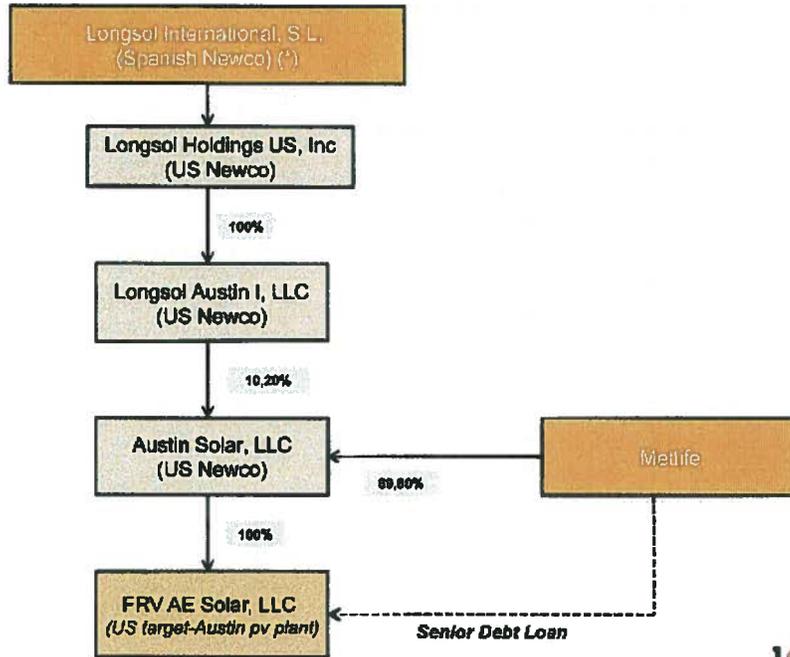
Title: President

Date: 4/22/2014

EXHIBIT 1

LONGSOL INTERNATIONAL STRUCTURE

LONGSOL INTERNATIONAL STRUCTURE



(*) Previously called ABRAXA PV SUD, S.L.





Travis County Commissioners Court Agenda Request

A handwritten signature in black ink, appearing to read "Gerald Daugherty", is written in the upper right corner of the page.

Meeting Date: April 29, 2014

Prepared By/Phone Number: Madison Gessner (854-9333)

Elected/Appointed Official/Dept. Head: Commissioner Gerald Daugherty

Commissioners Court Sponsor: Commissioner Gerald Daugherty

AGENDA LANGUAGE: Consider and take appropriate action on
RESOLUTION APPROVING THE ISSUANCE OF LIMITED TAX
REFUNDING BONDS BY TRAVIS COUNTY EMERGENCY SERVICES
DISTRICT NO. 9

BACKGROUND/SUMMARY OF REQUEST: Per request of ESD 9.

STAFF RECOMMENDATIONS: Approval

ISSUES AND OPPORTUNITIES: N/A

FISCAL IMPACT AND SOURCE OF FUNDING: N/A

ATTACHMENTS/EXHIBITS: Resolution in Full

REQUIRED AUTHORIZATIONS: N/A

RESOLUTION OF THE COMMISSIONERS COURT OF TRAVIS COUNTY,
TEXAS, APPROVING THE ISSUANCE OF LIMITED TAX REFUNDING
BONDS BY TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 9

WHEREAS, the Travis County Emergency Services District No. 9 (the "District") is a duly authorized and validly existing emergency services district located within Travis County, Texas (the "County"), operating pursuant to Chapter 775 of the Texas Health and Safety Code, as amended (the "Act"); and

WHEREAS, pursuant to a resolution of the Commissioners Court (the "Commissioners Court") of the County adopted on June 1, 2004, the Commissioners Court approved the issuance of not to exceed \$5,000,000 in one or more series of bonds; and

WHEREAS, the Board of Commissioners of the District has previously issued and has outstanding its Limited Tax Improvement and Refunding Bonds, Series 2004 (the "2004 Bonds"); and

WHEREAS, the Board of Commissioners of the District has requested that the Commissioners Court approve the issuance of not to exceed \$1,100,000 principal amount of refunding bonds of the District for the purpose of refunding all or a portion of the 2004 Bonds; and

WHEREAS, the proposed bonds are payable solely from ad valorem taxes levied by the District and are not a debt of the County; and

WHEREAS, the Commissioners Court has determined to approve the issuance of the District's bonds solely for the purposes of compliance with Section 775.076(a-1) of the Act and the County shall have no liability with respect to the bonds;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS:

Section 1. Approval of Issuance of Bonds. In accordance with Section 775.076(a-1) of the Act, the Commissioners Court hereby approves the issuance by the District of not to exceed \$1,100,000 principal amount of refunding bonds for the purpose of refunding all or a portion of the 2004 Bonds. This approval is given solely for the purposes of compliance with Section 775.076(a-1) of the Act, and the County shall have no liability with respect to the bonds.

Section 2. Incorporation of Recitals. The findings made in the recitals to this Resolution are incorporated herein and made a part of this Resolution for all purposes.

Section 3. Effective Date; Further Action. This Resolution shall become effective immediately upon its adoption.

RESOLVED this 29th day of April, 2014.

TRAVIS COUNTY COMMISSIONERS COURT

County Judge, Travis County, Texas

ATTEST:

County Clerk, Travis County, Texas

CERTIFICATE FOR RESOLUTION

I, the undersigned County Clerk of Travis County, Texas (the "County"), hereby certify that:

1. The Commissioners Court of the County (the "Commissioners Court") convened in a regularly scheduled meeting on April 29, 2014, at its regular meeting place, and the roll was called of the duly constituted officials and members of said Commissioners Court, to-wit:

Samuel T. Biscoe, County Judge
Ron Davis, Commissioner,
Precinct No. 1
Bruce Todd, Commissioner,
Precinct No. 2

Gerald Daugherty, Commissioner,
Precinct No. 3
Margaret J. Gomez, Commissioner,
Precinct No. 4

and all of said persons were present, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting: a written resolution (the "Resolution") entitled

A RESOLUTION OF THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, APPROVING THE ISSUANCE OF LIMITED TAX REFUNDING BONDS BY TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 9

was duly introduced for the consideration of the Commissioners Court and read in full. It was then duly moved and seconded that the Resolution be passed; and, after due discussion, said motion, carrying with it the passage of the Resolution, prevailed and carried by the following vote:

AYES: _____ members of the Commissioners Court shown present above voted "Aye."

NOES: _____ members of the Commissioners Court shown present above voted "No."

ABSTAINING: _____ members of the Commissioners Court shown present above "Abstained."

2. A true, full and correct copy of the Resolution passed at said meeting is attached to and follows this Certificate; the Resolution has been duly recorded in the official minutes of the Commissioners Court; the above and foregoing paragraph is a true, full and correct excerpt from said minutes of said meeting pertaining to the passage of the Resolution; the persons named in the above and foregoing paragraph, at the time of said meeting and the passage of the Resolution, were the duly chosen, qualified and acting officials and members of the Commissioners Court and each of said officials and members was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of said meeting and that the Resolution would be introduced and considered for passage at said meeting; each of the officials and members consented in advance to the holding of said meeting for such purpose; and said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED as of this April 29, 2014.

County Clerk, Travis County, Texas

(SEAL)



Travis County Commissioners Court Agenda Request

Meeting Date:

April 29, 2014

Prepared By/Phone Number:

Kimberly Pierce, (512) 854-4764

Elected/Appointed Official/Dept. Head:

Roger Jefferies, County Executive, Justice and Public Safety Division

Commissioners Court Sponsor:

Sam Biscoe, County Judge

AGENDA LANGUAGE:

Receive Annual Report and Presentation on Travis County's Workforce Development Program from the Criminal Justice Planning Department (CJP).

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The CJP Workforce Development program will present an annual report on the program's efforts to: 1) recruit local employers to hire ex-offenders, and 2) review the number of ex-offenders placed into employment.

STAFF RECOMMENDATIONS:

N/A

ISSUES AND OPPORTUNITIES:

An opportunity to promote the benefits of hiring ex-offenders.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

REQUIRED AUTHORIZATIONS:

None

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



CRIMINAL JUSTICE PLANNING

Roger W. Jefferies, County Executive, Justice & Public Safety Division

P.O. Box 1748 Austin, Texas 78767

Phone (512) 854-4415 Fax (512) 854-4417

April 22, 2014

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

**Criminal Justice
Planning**
Roger W. Jefferies
(512) 854-4415

**Counseling &
Education Services**
Caryl Colburn
(512) 854-9540

**Juvenile Public
Defender**
Kameron D. Johnson
(512) 854-4128

Dear Judge Biscoe and County Commissioners:

Criminal Justice Planning respectfully requests that the Commissioners Court receive a Workforce Development Annual report and presentation on April 29, 2014.

The presentation and accompanying power point will review the program's progression from February 1, 2013 to April 8, 2014. The presentation will highlight the program's efforts to recruit employers willing to hire ex-offenders and place ex-offenders into employment.

Please let me know if you have any questions. I can be reached at (512) 854-4759.

Sincerely,

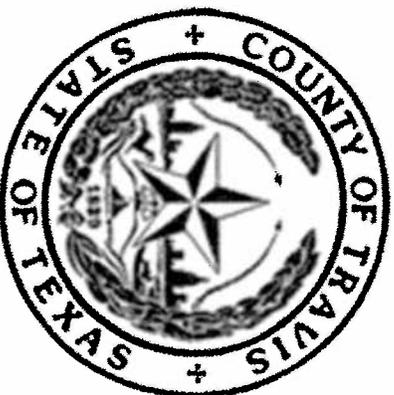
Roger Jefferies
County Executive, Justice and Public Safety Division

Attachment: Power Point
c: Kimberly Pierce, CJP Planning Manager

Travis County

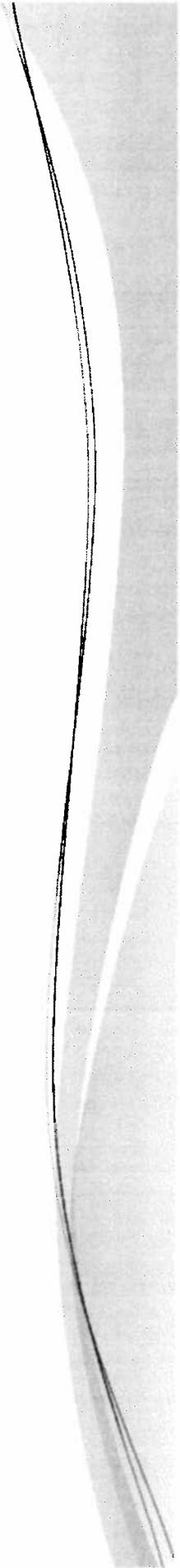
Workforce Development Program

Criminal Justice Planning Division



Annual Report: April 2014

Report Covers: February 1, 2013, to April 8, 2014



Workforce Development (WD) Program

A program designed to help individuals with a criminal history find employment based on their:

- Aptitude
- Education
- Skills

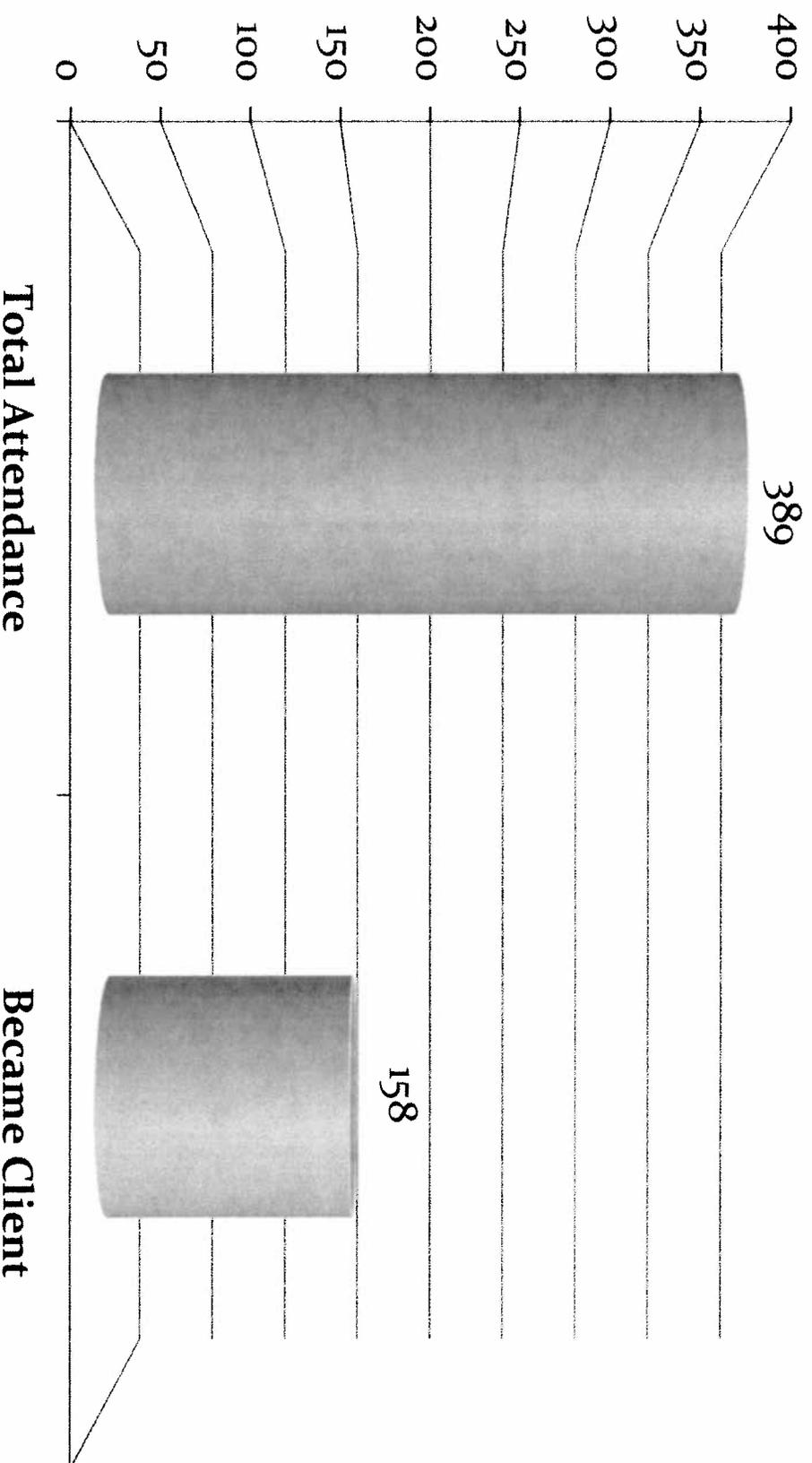


February 2013

- Developed a two-hour weekly employment orientation called the Road To Success (RTS) held at CES 5501 Airport Blvd. to inform potential clients of program opportunities, to understand the job market and expectations of the WD program
- Clients then schedule an individual appointment to be assessed for potential job opportunities

Orientation Statistics

February 1, 2013, to April 8, 2014



WD Program

- WD is no different than any other program working with this population; many clients find themselves:
 - Addicted to alcohol and/or drugs
 - Homeless
 - Lacking identification
 - With low skills and/or education levels
- Often times, these issues must first be resolved before employment can occur



WD Program

Job-Ready Clients

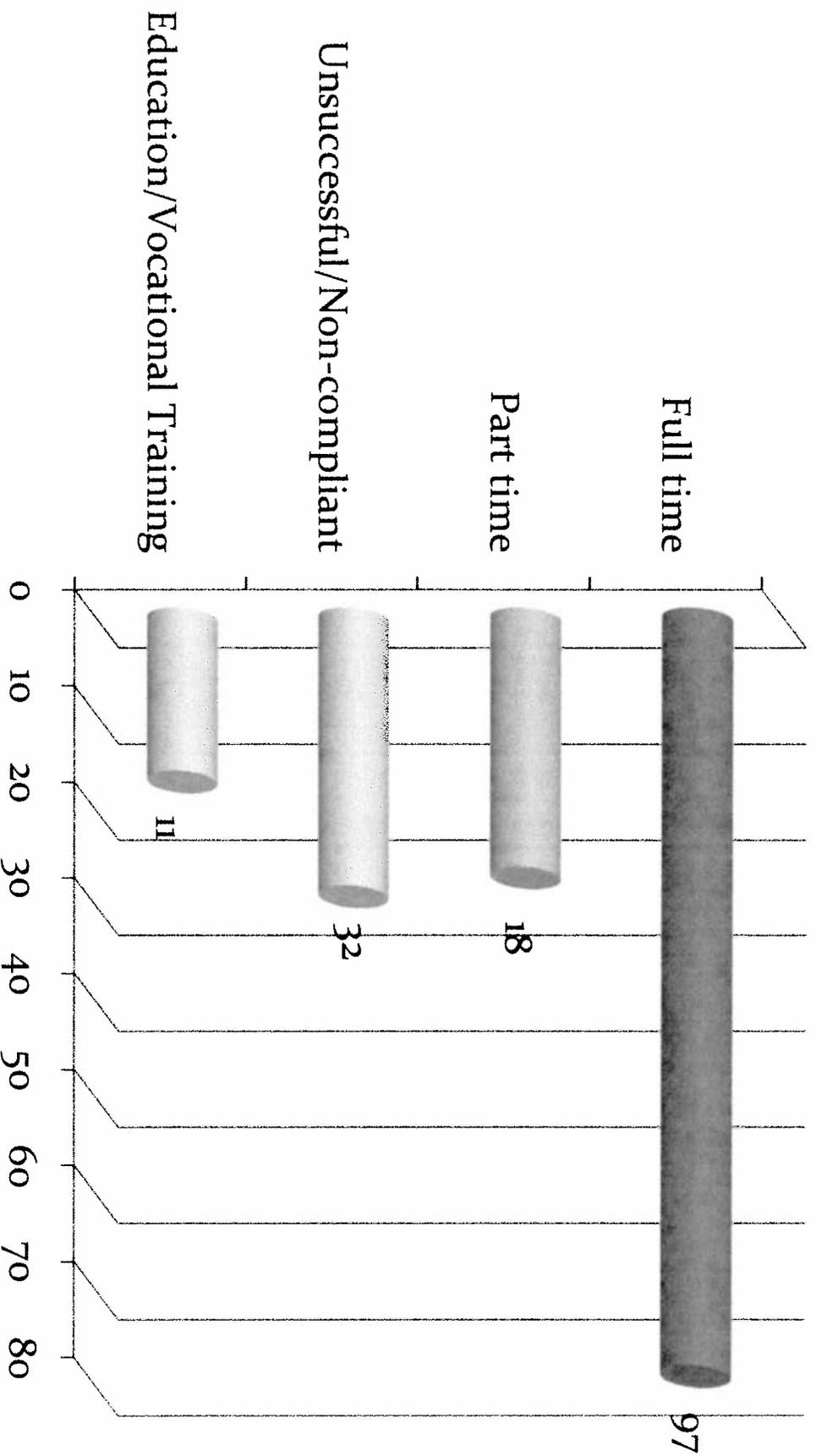
- Matched with jobs based on:
 - Needs of the employer
 - Skills of the client
 - Completion of Vocational Training
 - Compliance with Parole / Probation

Not Job-Ready Clients

- Referred to Collaborative Partnerships:
 - Austin Community College
 - Goodwill Industries
 - Project Fresh Start
- Workforce Solutions

WD Program Statistics

February 1, 2013, to April 8, 2014

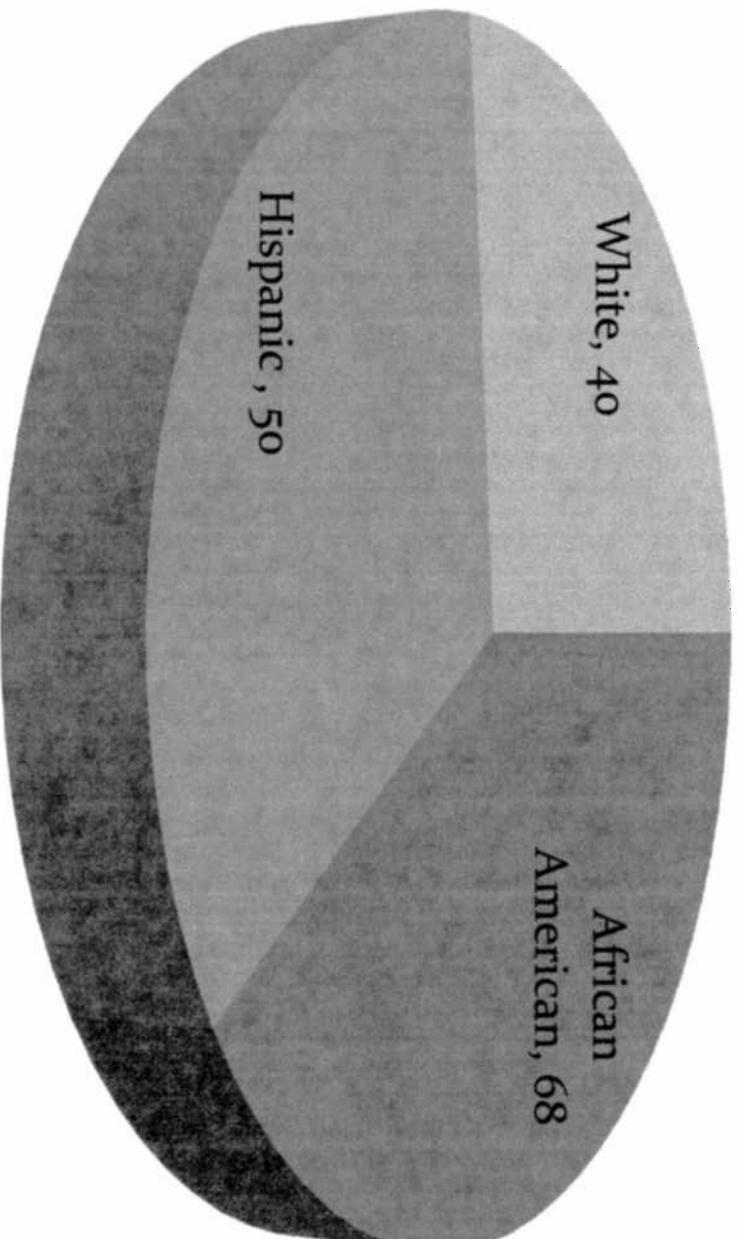




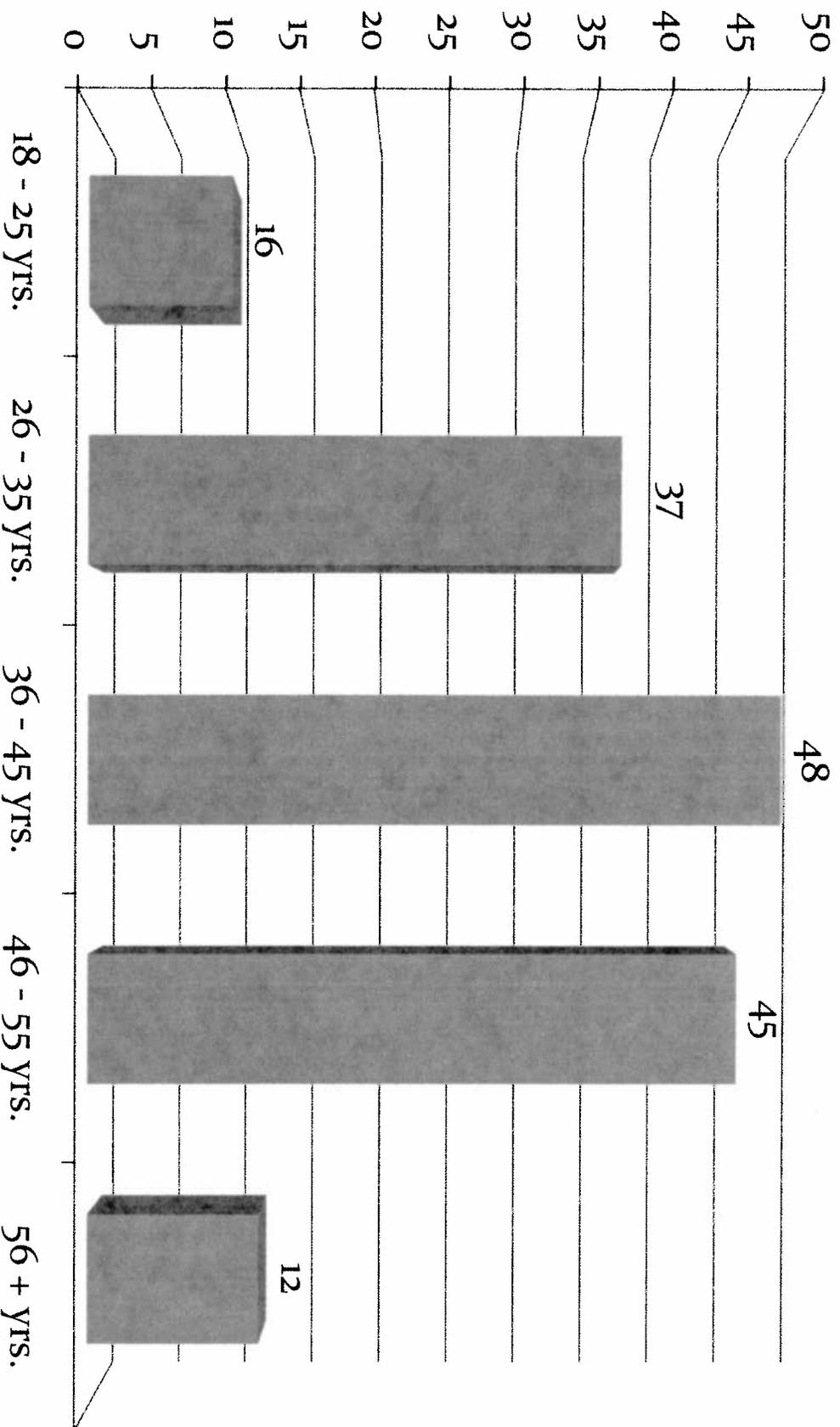
Employers

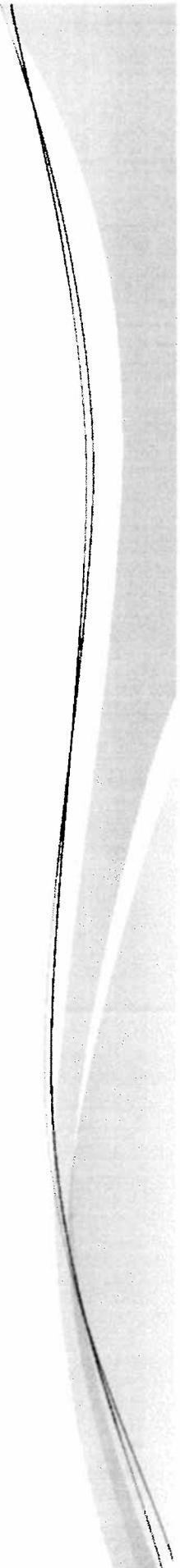
- 52 employers, in these industries, have agreed to participate and hire ex-offenders:
 - Assembly Work
 - Construction
 - Landscaping
 - Food Service
 - Hospitality
 - Janitorial
 - Road and Bridge Maintenance
 - Warehouse
- 18 employers have hired more than one ex-offender

Individual Ethnicity Demographics



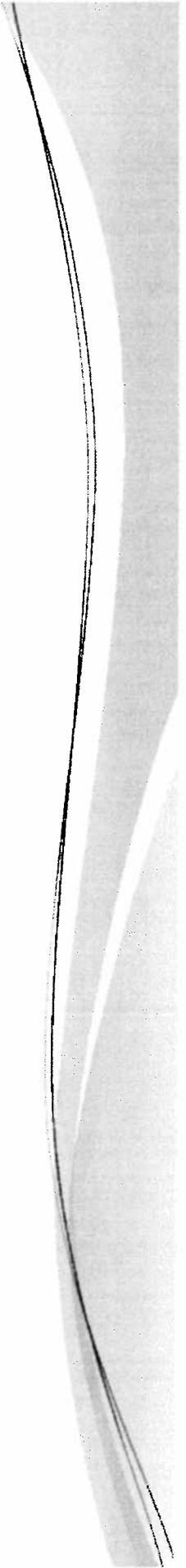
Individual Age Demographics





WD Program Coordinator

- Recruits employers by attending job fairs, seminars, and by networking
- Works closely with
 - Travis County Human Resources / Health and Human Services who have been an enormous help with the progression of the WD program
 - Travis County ITS Division for the development of the WD database
 - Texas Department of Criminal Justice (TDCJ)
 - Collaborative Partnerships



WD Program Statistics Summary

- Since February 1, 2013
 - 158 clients enrolled in the WD program
 - 118 male participants
 - 40 female participants
 - 126 participants became employed or are in job training
 - 32 participants non-compliant
- The average pay for clients in the WD program
 - \$12.50 per hour



In Closing

The WD Program:

- Has a weekly two-hour employment orientation for individuals seeking employment
- Assesses and refers clients to employers based on skill sets and needs of the employer
- Recruits and maintains a positive relationship with local employers willing to hire ex-offenders
- Conducts outreach in the workforce community and develops awareness, and educates the benefits of hiring an ex-offender
- Has a primary goal to locate sustainable employment for ex-offenders



Travis County Commissioners Court Agenda Request

Meeting Date: April 29, 2014

Prepared By/Phone Number: Jason G. Walker/44562; Marvin Brice,
Assistant Purchasing Agent

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification of Contract and Settlement Agreement and Mutual Release arising out of the Forest Assessment of Travis County Parks, with Davey Resource Group.

- **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.
- In performing the forest assessment services as described in the Contract (4400001536) Scope of Services, the Consultant, Davey Resource Group (“Davey”), discovered that the number of trees located in the combined project area requiring assessment far outnumbered Davey’s original estimate. Davey readily acknowledged that they were solely responsible for this estimate error and proceeded to assess the additional trees, as well as to perform their contractual obligations notwithstanding the erroneous estimate.
- Davey requested a modification to the contract to increase the contract sum by \$10,263.00, which is the value the additional assessment services carries, however, the County denied the request, resulting in a dispute.
- Both the County and Davey agree to settle this dispute amicably, to avoid the costs and travails of litigation for a total of \$7,600.00, which is the amount of Modification No. 1, as approved by the Purchasing Agent on September 25, 2013. This modification was for 80 additional hours “Arborist Services”, however, performance of these services was postponed pending resolution of Davey’s tree assessment estimation error.
- The Settlement Agreement and Mutual Release addresses the following:
AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to agenda@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week’s meeting.

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

➤ **Funding Information:**

- Shopping Cart/Funds Reservation in SAP:
- Fund Center(s):
- Comments:

TRANSPORTATION AND NATURAL RESOURCES

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



700 Lavaca Street-5th Floor
Travis County Administration Building
PO Box 1748
Austin, Texas 78767
Phone: (512) 854-9383
Fax: (512) 854-4697

October 23, 2013

MEMORANDUM

TO: Jason Walker, Purchasing Agent

FROM: Charles Bergh, Director 

SUBJECT: Davey Resource Group Contract # 4400001536

This memo is in response to correspondence dated October 10, 2013 from Michael Sultan with Davey Resource Group (see attached). It is our understanding that per this correspondence they have requested a \$10,263 modification to the original contract. To make sure we understand this situation accurately let me reiterate the facts as we perceive them.

The scope of work in the original contract included:

- A complete tree inventory of approximately 760 acres of high use park land identified by maps provided in the bid package.
- Also included was a GIS analysis of approximately 9532 acres of undeveloped or low use parkland identified by maps provided in the bid package.
- A report providing a detailed management plan for Travis County Park's urban forest.
- A report assessing the value of the Park's urban forest

This contract was a lump sum agreement for \$40,136.40 to perform these tasks and provide these reports. We then submitted a change order request for 80 hours for "Arborist's Services" at \$95 per hour for a total of \$7,600. This request was intended to complete additional areas of high use parkland.

We understand that Davey Resource Group underestimated the time commitment to perform the complete tree inventory of approximately 760 acres that was part of the original contract. We are not inclined to pay an additional \$10,263 to compensate for this; however we are willing to apply the additional 80 hours of "Arborist's Services" contracted for in the change order to be applied to the tree inventory that was part of the original contract.

cc: Robert Armistead, Park Program Manager
Dan Perry, District Park Manager
Kurt Nielsen, District Park Manager

MODIFICATION OF CONTRACT NUMBER: 4400001536, Forest Assessment of

Travis County Parks

ISSUED BY: PURCHASING OFFICE P.O. BOX 1748 AUSTIN, TX 78767	PURCHASING AGENT ASST: Jason G. Walker TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: April 2, 2014
ISSUED TO: Davey Resource Group 7627 Morro Rd. Atascadero, CA 93422	MODIFICATION NO.: 2	EXECUTED DATE OF ORIGINAL CONTRACT: August 5, 2013

ORIGINAL CONTRACT TERM DATES: 8/5/13 - 8/4/14

CURRENT CONTRACT TERM DATES: 8/5/13 - 8/4/14

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$40,136.40

Current Modified Amount \$47,436.40.

DESCRIPTION OF CHANGES:

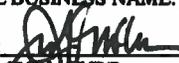
1. The contract amount remains unchanged.
2. In summary, pursuant to the attached Modification of Contract and Settlement Agreement and Mutual Release (Attachment 1), in consideration of Consultant's performance of the assessment services not included in Consultant's original tree count estimate, Modification Number 1 is hereby canceled and County will apply the sum of \$7,600.00, encumbered in connection with Modification Number 1, to Items 1 and 2 listed in Paragraph 1.2 of Exhibit 1 Compensation for Professional Services.

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.

Notes 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>Davey Tree Expert Company</u>	<input type="checkbox"/> DBA <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER
BY: <u></u> SIGNATURE	DATE: April 11, 2014
BY: <u>Jack McCabe</u> PRINT NAME TITLE: <u>Regional Ops Manager</u> ITS DULY AUTHORIZED AGENT	DATE:
TRAVIS COUNTY, TEXAS BY: <u></u> CYD V. GRIMES, C.F.P.M., CPPO, TRAVIS COUNTY PURCHASING AGENT	DATE:
TRAVIS COUNTY, TEXAS BY: <u></u> SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:

DRAFT

**MODIFICATION OF CONTRACT
AND
SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This modification of contract and settlement agreement and mutual release (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County" or "Travis County"), and Davey Resource Group, a Division of the Davey Tree Expert Company, a company authorized to do and doing business in the State of Texas ("Consultant"). All capitalized terms used but not defined herein have the meaning ascribed to them in the Contract, as such term is defined below.

County and Consultant entered into that certain Professional Services Agreement for a Forest Assessment of the Travis County Park System (the "Contract") effective August 5, 2013 (the "Project"), for an original contract sum of \$40,136.40; and

County issued to Consultant a Notice to Proceed on August 19, 2013, at which time Consultant began to perform the forest assessment services described in the Contract Scope of Services; and

Subsequently, Consultant discovered that the number of trees located in the combined Project area that required assessment far outnumbered their original estimate, and readily acknowledged that they were solely responsible for this estimate error; and

Consultant proceeded to assess the additional trees and to perform their contractual obligations notwithstanding the erroneous estimate, and the Parties acknowledge and agree that these services carry a value of \$10,263.00; and

Consultant requested modification of the Contract to increase the contract sum by this amount, which request was denied by County, resulting in a dispute; and

On September 25, 2013, the Parties executed Modification No. 1 pursuant to which Consultant agreed to provide 80 additional hours of "Arborist Services" and County agreed to pay Consultant \$7,600.00 for the same; however, performance of these services was postponed pending resolution of the estimate error; and

By executing this Agreement, the Parties mutually agree to settle this dispute amicably, to avoid the costs and travails of litigation.

NOW, THEREFORE, in consideration of this Modification of Contract and Settlement Agreement and Mutual Release, County and Consultant agree to settle their dispute for a total of \$7,600.00. This will be addressed as follows:

1) Modification No. 1, and all rights and obligations arising under it, is hereby canceled and is of no further force or effect.

2) County will apply the sum of \$7,600.00, encumbered in connection with Modification No. 1, to Items 1 and 2 listed in Paragraph 1.2 of Exhibit 1 of the Contract (entitled, respectively, "Tree inventory and GIS map of trees 8" Diameter or greater in Travis County's high-use Parkland areas" and "Identification of trees and recommended Maintenance with cost estimate to complete the work"), in consideration of Consultant's performance of the assessment services not included in Consultant's original tree count estimate.

3) Consultant, in return for payment by County of the sum of \$7,600.00, which Consultant does declare to be good and sufficient consideration, does fully and forever release, discharge, forego, relinquish, acquit and exonerate County and its officers, employees, agents, successors and assigns from any and all claims, demands, rights, interests, remedies, causes of action for damages either direct or consequential, all suits in law or in equity of whatever kind or nature, for loss of services, loss of income, lost profits, overhead, support or contributions, legal expenses, attorneys' fees, bodily injuries, property damages, including loss of fair market value, claims for delay, interference and all other expenses and claims of any kind, which Consultant may now have or hereafter have or claim to have, and whether the same be now known or not known, in any way arising out of the tree assessment services performed by Consultant under the Contract.

4) County does hereby release, forego and relinquish any and all its rights, interests, causes of action and remedies that County has against Consultant or Consultant's successors and assigns under the Contract.

5) This Agreement is for the benefit of County and Consultant only and is not for the benefit of any third party.

6) As further consideration for the execution of this Agreement, Consultant represents as an inducement to County that:

A. It completely and thoroughly understands that this is a complete and final settlement of any and all claims which it may have against County and it shall not receive any further payment on account of any damages claimed or that could have been claimed in the above described dispute on account of the herein mentioned incident, except those amounts and that consideration specifically stated herein;

B. In entering into this Agreement, it is doing so freely and voluntarily upon the advice of its own counsel and in the exercise of its own free will, act and deed, free of any duress or coercion;

C. Except as specifically contained herein, no representations, promises, or other statements made by Travis County or its attorneys or other representatives have influenced it in

making and executing this Agreement and it realizes that this Agreement is final and conclusive and that it is their desire that it be final and conclusive;

D. Except as specifically contained herein, this Agreement, and the provisions contained herein, are not intended to be, and shall not be taken as, admission of liability by any individual or entity, and this Agreement is made simply as a compromised settlement of the disputed claims.

7) The parties further expressly accept and assume the risk that the facts mentioned above may be found to be other than or different from the facts now believed by the parties to be true, and expressly warrant and represent that the terms of this settlement have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise, adjustment and settlement of any and all claims, disputed or otherwise, arising out of the Contract requirements and any damages to the parties; and that in making this settlement and in giving this release, the parties rely wholly upon their own knowledge, information and belief concerning such matters.

8) This Agreement will be governed by the laws of the State of Texas and venue will be in Travis County, Texas.

9) Any discussions, communications, conversations and/or meetings between County and Consultant are hereby merged into this Agreement and this Agreement encompasses the full and complete agreement between County and Consultant.

10) Consultant acknowledges this is the only document Consultant will need to sign in order for Consultant to receive funds for the services described herein; the Travis County Auditor will be authorized to release payment upon receipt of this Agreement, as the Travis County Commissioners Court approved this settlement in its _____, 2014 meeting.

11) This Agreement will become effective when both parties have signed this Agreement.

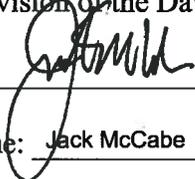
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TRAVIS COUNTY

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

DAVEY RESOURCE GROUP,
a Division of the Davey Tree Expert Company

By:  _____

Name: Jack McCabe _____

Title: Regional Ops Manager _____

Date: 04/11/2014 _____



Travis County Commissioners Court Agenda Request

Meeting Date: April 29, 2014

Prepared By/Phone Number: Lori Clyde/44205

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification No. 13 to Contract No. 4400000762 (H.T.E. Contract No. PS090255LC), Labyrinth Solutions, Inc. (LSI), for BEFIT Implementation Services.

- **Purchasing Recommendation and Comments:** This procurement action meets the compliance requirements as outlined by the statutes.

The purpose of this contract modification is to procure SAP (Systems Applications and Programs) inventory management consulting services in order to complete the design of an inventory management system for Health and Human Services and Veterans Service (HHS&VS) Housing Weatherization Program.

When Travis County contracted for the implementation of a new financial system, inventory management was identified as likely additional functionality needed as part of the County's new financial system but was not deemed essential for the core implementation of the new system. Inventory management was, therefore, included in the overall project budget approved in December 2010 with the understanding that before any work could begin or budget be consumed for Inventory Management, Commissioners' Court approval was required for the exact scope of work and cost.

In May of 2013, the sponsors for the new financials system project, also known as project BEFIT, provided Commissioners' Court with a BEFIT project budget update. This update included the inventory management functionality with a recommendation to limit the initial inventory management implementation to a pilot for the weatherization program at HHS&VS since HHS&VS was then and still is the department expressing the strongest need for an inventory system.

This contract modification includes for a fixed price the design of SAP Inventory Management for the Weatherization Program. If Travis County decides to move ahead and implement the design created as part of this contract modification, then a separate implementation contract modification will be created for approval by Commissioners' Court. Health and Human Services along with the Auditor's Office recommends approving this modification for these consulting services and believe it is a good value to the County for delivering a complete HHS&VS Weatherization inventory system design.

The cost of this modification for the design phase is \$72,900 funded by the existing BEFIT CO (Certificates of Obligation) project budget set aside for Inventory Management.

➤ **Contract Modification Information:**

Modification Amount: \$72,900.00
Modification Type: Additional services
Modification Period: Beginning April 29, 2014

➤ **Funding Information:**

- SAP Funds Reservation #: 300001137
- Funding Account(s):
- Comments:

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: Cyd Grimes, Purchasing Agent

DATE: April 17, 2014

FROM: Sherri Fleming, Travis County Health & Human Services and Veterans Service
Deborah Britton, Travis County Health & Human Services and Veterans Service
Christina Adair, County Auditor's Office

SUBJECT: Approve Modification No. 13 to Contract No. 4400000762, BEFIT
Implementation Services with Labyrinth Solutions, Inc.

Proposed Motion: *Approve contract modification No. 13 to Contract No. 4400000762 in the amount of \$72,900*

Purpose: The purpose of this contract modification is to procure SAP (Systems Applications and Programs) inventory management consulting services in order to complete the design of an inventory management system for Health and Human Services and Veterans Service (HHS&VS) Housing Weatherization Program.

Details: When Travis County contracted for the implementation of a new financial system, inventory management was identified as likely additional functionality needed as part of the County's new financial system but was not deemed essential for the core implementation of the new system. Inventory management was, therefore, included in the overall project budget approved in December 2010 with the understanding that before any work could begin or budget be consumed for Inventory Management, Commissioners' Court approval was required for the exact scope of work and cost.

In May of 2013, the sponsors for the new financials system project, also known as project BEFIT, provided Commissioners' Court with a BEFIT project budget update. This update included the inventory management functionality with a recommendation to limit the initial inventory management implementation to a pilot for the weatherization program at HHS&VS since HHS&VS was then and still is the department expressing the strongest need for an inventory system.

This contract modification includes for a fixed price the design of SAP Inventory Management for the Weatherization Program. If Travis County decides to move ahead and implement the design created as part of this contract modification, then a separate implementation contract modification will be created for approval by Commissioners' Court.

Objectives:

The HHS&VS Housing and Financial divisions along with the Grants team in the Auditor's Office currently manage the weatherization inventory and grant billing for inventory through a combination of manual processes and a standalone tracking system. The purpose for SAP inventory management system is to meet the following objectives:

- A full function inventory management system
- Improved inventory control
- Decrease number of hours spent by HHS&VS Housing and Finance personnel on administration and reconciliation
- Foundation for more timely and even billing of Grant(s) throughout the year
- Integration with procurement goods receipt process to record goods (materials) in inventory as they are received
- Goods issuance control with tracking of goods (materials) used by each HHS&VS approved client application
- Improved costing of materials for grant billing. Today, the costing is based on manually tracking against individual purchase orders (POs) and making sure that each PO hasn't been overextended. With the SAP inventory management system, costs are assigned automatically using an accepted method such as FIFO (First In First Out) or average cost.

Budgetary and Fiscal Impact: the cost for this modification is \$72,900 funded by the existing BEFIT CO (Certificates of Obligation) project budget set aside for Inventory Management. The total planned CO budget for Inventory Management is \$599,818.

We believe that procuring these consulting services represent a good value to the County for delivering a complete HHS&VS Weatherization inventory system design.

The FY14 funding source is:

Fund	Fund Center	Amount
4072-Cert of Obligation Series 2012	1060024072 - Co Auditor BEFIT-CO 2012	\$72,900

Funds reservation document 300001137 has been created in the amount of \$72,900 to reserve the funds required for this modification.

cc: Nicki Riley, County Auditor
Melinda Grahmann, County Auditor's Office
Barbara Wilson, County Attorney's Office
Diana Ramirez, PBO
Lori Clyde, Purchasing Office



Travis County Commissioners Court Agenda Request

Meeting Date: April 29, 2014

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

Division Director/Manager: Donald W. Ward, P.E., Assistant Public Works
Director - Road and Bridge Division

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

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action on the acceptance of the dedication of the public street and drainage facilities within:

- A) West Cypress Hills, Phase One, Section Four;
- B) West Cypress Hills, Phase Two, Section One; and
- C) West Cypress Hills, Phase Three, Section One - three subdivisions in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

The three subject subdivision plats were recorded on July 21, 2011 at Document #201100113, #201100114, and #201100115. These subdivisions have been inspected for conformance with approved plans and specifications as listed. It will be accepted under the regulations of the Standards for Construction of Streets and Drainage in Subdivisions approved by Commissioners Court August 28, 1997, in which the subdivision is accepted before the one-year performance period has ended.

The completed sidewalks within these subdivisions have been inspected by a Registered Accessibility Specialist. The stop signs, if any, are in the process of being approved under Chapter 251 of the Texas Transportation Code.

The three subject subdivisions are accessed from Cypress Ranch Boulevard, a street maintained by Travis County. This action will add an overall total of 0.51 miles to the Travis County road system.

STAFF RECOMMENDATIONS:

TNR staff recommends approval of the proposed motion.

ISSUES AND OPPORTUNITIES:

N/A.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A.

ATTACHMENTS/EXHIBITS:

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

REQUIRED AUTHORIZATIONS:

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

CC:

Johnny Anglin	Inspector	Development Services	(512) 854-3314
Stacey Scheffel	Program Manager	TNR Permits	(512) 854-7565

SM:AB:ps

1101 - Development Services Long Range Planning - West Cypress Ranch, Phase One, Section Four; West Cypress Ranch, Phase Two, Section One; and West Cypress Ranch, Phase Three, Section One

TRANSPORTATION AND NATURAL RESOURCES

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



2014 MAR 24 PM 1:03
TRAVIS COUNTY
AUDITORS OFFICE

700 Lavaca Street-5th Floor
Travis County Administration Building
PO Box 1748
Austin, Texas 78767
Phone: (512) 854-9383
Fax: (512) 854-4697

APPROVAL OF CONSTRUCTION

DATE: March 20, 2014

DEVELOPER/OWNER:

Cypress Ranch, Ltd. by
Cypress Ranch Development, Inc.
3600 N. Capital of Texas Hwy.
Bldg. B, Suite 320
Austin, TX 78746

ENGINEER:

Texas Engineering Solutions, LLC
5000 Bee Caves Rd., Ste. 206
Austin, TX 78746

SUBJECT: West Cypress Hills Phase One, Section Four

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

The developer/owner is required to maintain performance period fiscal of 10% of the actual street and drainage cost until the end of the performance period. If applicable, 100% of sidewalk fiscal will also need to remain for the un-constructed residential sidewalks until all of the sidewalks are constructed to Travis County Standards.

OTHER REMARKS:

BY: Don W Ward 4/15/14
TNR Assistant Public Works Director – Road and Bridge Division – Don W. Ward, P.E.

Paul Scoggins 4/9/14
TNR Engineering Specialist – Paul Scoggins

Johnny Anglin
TNR Inspector – Johnny Anglin

1102 fiscal file
1105 Subdivision File

TRANSPORTATION AND NATURAL RESOURCES

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



2014 MAR 24 PM 1:04

TRAVIS COUNTY
AUDITORS OFFICE

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3600 N. Capital of Texas Hwy.
Bldg. B, Suite 320
Austin, TX 78746

ENGINEER:

Texas Engineering Solutions, LLC
5000 Bee Caves Rd., Ste. 206
Austin, TX 78746

SUBJECT: West Cypress Hills Phase Two, Section One

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

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TNR Assistant Public Works Director – Road and Bridge Division – Don W. Ward, P.E.

Paul Scoggins 4/9/14
TNR Engineering Specialist – Paul Scoggins

Johnny Anglin
TNR Inspector – Johnny Anglin

1102 fiscal file
1105 Subdivision File

TRANSPORTATION AND NATURAL RESOURCES

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



2014 MAR 24 PM 1:04
TRAVIS COUNTY
AUDITORS OFFICE

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Travis County Administration Building
PO Box 1748
Austin, Texas 78767
Phone: (512) 854-9383
Fax: (512) 854-4697

APPROVAL OF CONSTRUCTION

DATE: March 20, 2014

DEVELOPER/OWNER:

Cypress Ranch, Ltd. by
Cypress Ranch Development, Inc.
3600 N. Capital of Texas Hwy.
Bldg. B, Suite 320
Austin, TX 78746

ENGINEER:

Texas Engineering Solutions, LLC
5000 Bee Caves Rd., Ste. 206
Austin, TX 78746

SUBJECT: West Cypress Hills Phase Three, Section One

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

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OTHER REMARKS:

BY: Don W. Ward 4/15/14
TNR Assistant Public Works Director – Road and Bridge Division – Don W. Ward, P.E.

Paul Scoggins 4/9/14
TNR Engineering Specialist – Paul Scoggins

Johnny Anglin
TNR Inspector – Johnny Anglin

1102 fiscal file
1105 Subdivision File

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE



SUBDIVISION
MapSCO No. 517J

West Cypress Hills, Section One, Phase Four
West Cypress Hills, Section Two, Phase One
West Cypress Hills, Section Three, Phase One

Pct.# 3
Atlas No. L-03

PH 1, SEC 4 - RECORDED AT DOCUMENT #201100113 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY - 7/21/2011
PH 2, SEC 1 - RECORDED AT DOCUMENT #201100114 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY - 7/21/2011
PH 3, SEC 1 - RECORDED AT DOCUMENT #201100115 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY - 7/21/2011

THESE SUBDIVISIONS CONTAIN 1 STREET AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	ROW	TYPE OF PVMNT	WIDTH OF PVMNT	CURB & GUTTER
1	Cypress Ranch Blvd	Jakes Hill Road Northerly to intersection w/Rhiannon Lane	2712	0.51	100	HMAC	VARIABLE	YES
Total Footage/Mileage			2712	0.51				

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 00

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

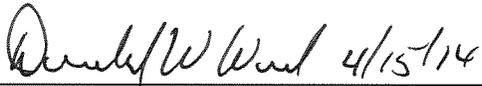
CONSTRUCTION OF STREET AND DRAINAGE FACILITIES EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1 TOTALING THE TRAVIS COUNTY COMMISSIONERS COURT IN PRECINCT THREE.

0.51 MILES BE ACCEPTED BY

DATE _____

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



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

DATE APPROVED BY COMMISSIONERS COURT _____

TRANSPORTATION AND NATURAL RESOURCES

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



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

West Cypress Hills Phase One, Section Four
REQUIREMENTS FOR APPROVAL OF CONSTRUCTION
PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF
STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997

- 7/2/13 1. Professional Engineer's certification of quantities of work completed (Engineer's Concurrence Letter). § 82.401(c)(1)(A) § 82.604(c)(2)
- NA 2. Construction Summary Report, signed by COA inspector. § 82.604(c)(1)
- 7/2/13 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- 4/10/14 4. Reproducible Plans, certified as "Record Drawings", by the Owner's Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303] and accompanying Stop Sign Warrant sheet for each sign.
- Reduced By TC 5. Performance Period Fiscal for 10% of the actual construction cost of street and drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. Must be posted by owner/developer. § 82.604(c)(4), § 82.301(13)
- NA 6. If applicable, a copy of the Conditional Letter of Map Amendment or Revision from FEMA to begin Performance Period and the completed Letter of Map Revision (LOMR) to accept streets for maintenance. § 82.604(c)(5)
- 2/27/14 7. A letter from a **Registered Accessibility Specialist** approving sidewalk construction, within the subdivision. Plan approval required at time of issuance of Basic Development Permit. Substantial compliance (inspection) required at time of street acceptance for maintenance. § 82.202(q)(2)
- 3/20/14 8. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds and common area sidewalks and traffic control devices shown on the approved traffic control plan). § 82.401(c)(1)(C) **Road Maintenance will have to approve const. Before recommending acceptance to Comm. Crt.**
- 3/11/14 9. Approval of other agencies - cities, if in their ETJ; Municipal or other Utility Districts.
- NA? 10. License Agreement (If there are any private improvements in Public ROW).

TRANSPORTATION AND NATURAL RESOURCES

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



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

West Cypress Hills Phase Two, Section One
REQUIREMENTS FOR APPROVAL OF CONSTRUCTION
PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF
STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997

- 7/2/13 1. Professional Engineer's certification of quantities of work completed (Engineer's Concurrence Letter). § 82.401(c)(1)(A) § 82.604(c)(2)
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- NA? 10. License Agreement (If there are any private improvements in Public ROW).

TRANSPORTATION AND NATURAL RESOURCES

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West Cypress Hills Phase Three, Section One
REQUIREMENTS FOR APPROVAL OF CONSTRUCTION
PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF
STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997

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- 3/11/14 9. Approval of other agencies - cities, if in their ETJ; Municipal or other Utility Districts.
- NA? 10. License Agreement (If there are any private improvements in Public ROW).

Mr. Stephen R. Delgado, P.E.
Texas Engineering Solutions, LLC
5000 Bee Caves Road, Suite 206
Austin, Texas 78746

February 27, 2014

RE: Cypress Ranch Boulevard Extension

Dear Mr. Delgado:

We are pleased to inform you the referenced facility has been inspected and found to be in substantial compliance with the provisions of the Texas Accessibility Standards. Note: *The inspection is specific only to the accessible route within the R.O.W.*

This review is advisory in nature as this project is not subject to review under the current Administrative Rules as published by the Texas Department of Licensing and Regulation.

An inspection of the Boulevard infrastructure was conducted on February 22nd, 2014. The field inspection included the review of the following elements:

- Curb Ramps
- Crosswalks with Curb Ramps
- Sidewalks within the R.O.W.

All of the elements listed above were found to be in compliance with the Texas Accessibility Standards adopted by the Texas Department of Licensing and Regulation for the purpose of ensuring compliance with the Texas Architectural Barriers Act, Article 9102, and Texas Civil Statutes.

Please note, this determination does not address the applicability of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other state, local or federal requirements. For information on the ADA, call the ADA hotline, 800-949-4232 or the U.S. Department of Justice at 202-514-0301.

If you have any questions concerning the results of the inspection, or the requirements of the Architectural Barriers Act, please contact Mike Gabel at 512-627-8670.

Sincerely,



Mike Gabel
Registered Accessibility Specialist
Texas Department of Licensing & Regulation # 1319



TRV 201100113
2 PGS

PLAT

PLAT RECORDS INDEX SHEET:

SUBDIVISION NAME:

WEST CYPRESS HILLS PHASE ONE, SECTION FOUR
RIGHT-OF-WAY ONLY (CYPRESS RANCH BOULEVARD)

OWNERS NAME:

CYPRESS RANCH, LTD.
CYPRESS RANCH DEVELOPMENT, INC.
ALAN TOPFER

RESUBDIVISION? YES NO

ADDITIONAL RESTRICTIONS / COMMENTS:

DOC# : 2011105340 -- TAX CERTIFICATE

RETURN:

TRAVIS COUNTY TNR
ATTN: JOE ARRIAGA
512.854.7562

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Jul 21, 2011 12:48 PM 201100113
BARTHOLOMEWD: \$65.00
Dana DeBeauvoir, County Clerk
Travis County TEXAS

UNOFFICIAL COPY



TRV 201100114
2 PGS

PLAT

PLAT RECORDS INDEX SHEET:

SUBDIVISION NAME:

WEST CYPRESS HILLS PHASE TWO, SECTION ONE
RIGHT-OF-WAY ONLY (CYPRESS RANCH BOULEVARD)

OWNERS NAME:

CYPRESS RANCH, LTD.
CYPRESS RANCH DEVELOPMENT, INC.
ALAN TOPFER

RESUBDIVISION? YES NO

ADDITIONAL RESTRICTIONS / COMMENTS:

DOC#: 2011105341 -- TAX CERTIFICATE

RETURN:

TRAVIS COUNTY TNR
ATTN: JOE ARRIAGA
512.854.7562

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Jul 21, 2011 12:48 PM 201100114

BARTHOLOMEW: \$65.00

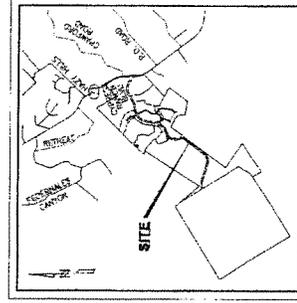
Dana DeBeauvoir, County Clerk
Travis County TEXAS

UNOFFICIAL COPY

LEGEND

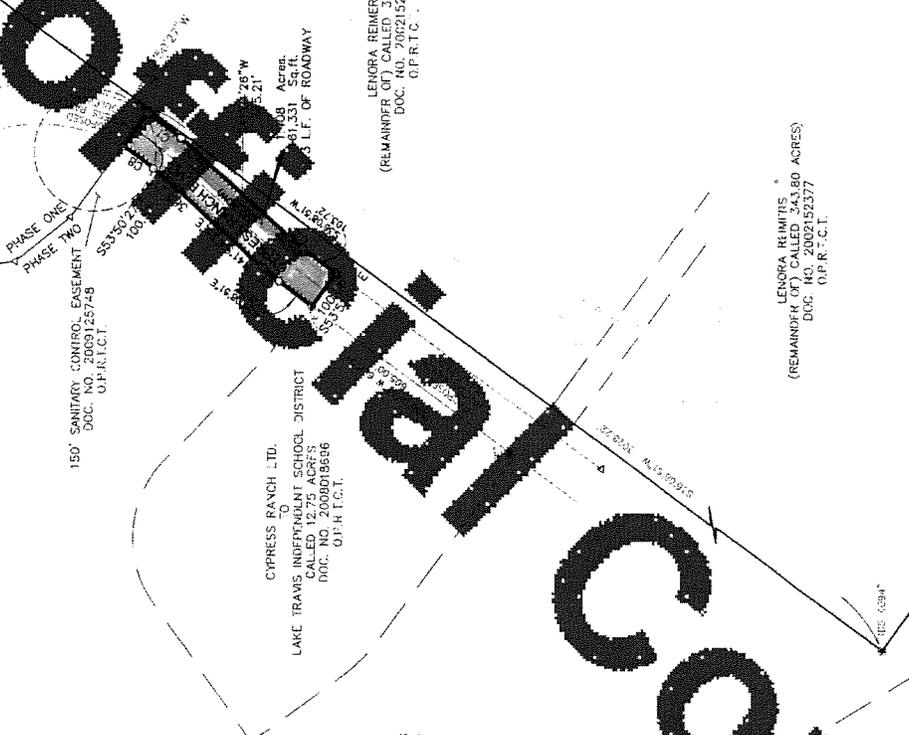
- CONCRETE MONUMENT SET
- ROD FOUND (SIZE AS NOTED)
- ROD WITH CAP FOUND (AS IDENTIFIED)
- HOLE FOUND
- CAP STAMPED "AG" SET
- CALCULATED POINT
- SURVEY POINT
- OTHER - PLEASE RECORDS TRANS COUNTY, TEXAS

GARY PREST, MICHELLE PREST, CARY PREST AS TRUSTEES FOR THE BENEFIT OF PEYTON PREST CALL TO 40.214 ACRES DOC. NO. 2009180104 O.P.R.T.C.



LOCATION MAP NOT TO SCALE

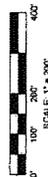
CURVE	DELTA	RADIUS	LENGTH	CH. BEARING	CH. DIST.
C1	111°15'11"	520.00	107.13	S55°16'51" W	101.90
C2	3°45'35"	470.00	42.22	S33°01'30" W	42.20
C7	3°45'35"	520.00	52.27	S33°01'39" E	52.25
C8	12°34'09"	420.00	92.14	S35°37'22" E	91.95



CYPRESS RANCH, LTD.
CALL TO 143.80 ACRES
DOC. NO. 2002648694
O.P.R.T.C.

LENORA REIMERS
(REMAINDER OF) CALLED 343.80 ACRES
DOC. NO. 2002152377
O.P.R.T.C.

LENORA REIMITIS
(REMAINDER OF) CALLED 343.80 ACRES
DOC. NO. 2002152377
O.P.R.T.C.



TRANS COUNTY, TEXAS
 SURVEY DATE: APR. 2011
 SURVEYOR: DAVID E. SAUPE, JR., RPLS# 2518
 TECHNICAL PAGES
 FIELDBOOK 1
 JOB NUMBER 008.001.001
 DESCRIPTION: N/A
 CLIENT: TEXAS ENGINEERING SOLUTIONS
 PLOT DATE:


 TEXAS ENGINEERING SOLUTIONS

 AUSTIN SPATIAL TECHNOLOGIES, LLC


SHEET 2
OF
2

WEST CYPRESS HILLS
 PHASE TWO, SECTION ONE
 RIGHT-OF-WAY ONLY
 (CYPRESS RANCH BOULEVARD)

201100114



TRV 201100115
2 PGS

PLAT

PLAT RECORDS INDEX SHEET:

SUBDIVISION NAME:

WEST CYPRESS HILLS PHASE THREE, SECTION ONE
RIGHT-OF-WAY ONLY (CYPRESS RANCH BOULEVARD)

OWNERS NAME:

CYPRESS RANCH, LTD.
CYPRESS RANCH DEVELOPMENT, INC.
ALAN TOPFER

RESUBDIVISION? YES NO

ADDITIONAL RESTRICTIONS / COMMENTS:

DOC#: 2011105342 -- TAX CERTIFICATE

RETURN:

TRAVIS COUNTY TNR
ATTN: JOE ARRIAGA
512.854.7562

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

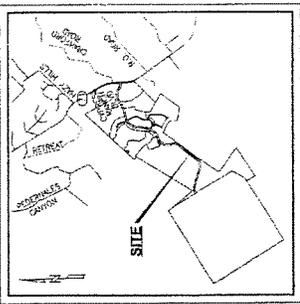
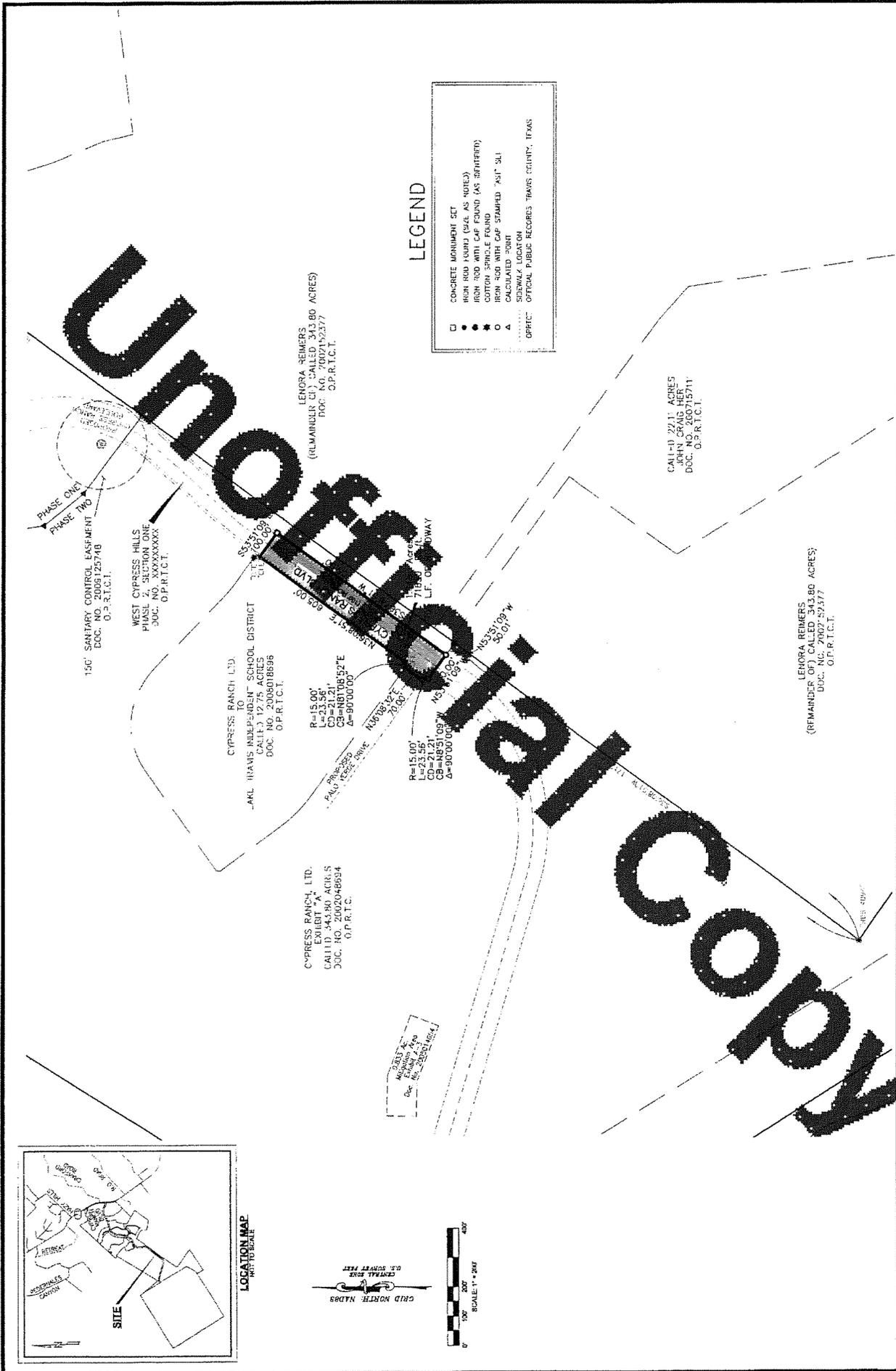
Dana DeBeauvoir

Jul 21, 2011 12:48 PM 201100115

BARTHOLOMEWD: \$65.00

Dana DeBeauvoir, County Clerk
Travis County TEXAS

UNOFFICIAL COPY



LEGEND

- CONCRETE MONUMENT SET
- IRON ROD FOUND (S&L AS NOTES)
- ★ IRON ROD WITH CAP FOUND (AS SPHERICAL)
- COTTON SPRINKLE FOUND
- IRON ROD WITH CAP STAMPED "51" "51"
- COTTON SPRINKLE FOUND
- SPECIAL LOCATION
- OPTICAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS

**SHEET 2
OF
2**

**WEST CYPRESS HILLS
PHASE THREE, SECTION ONE
RIGHT-OF-WAY ONLY
(CYPRESS RANCH BOULEVARD)**

TRAVIS COUNTY, TEXAS	
SURVEY DATE:	APRIL, 2011
SURVEYOR:	PAUL C. SHAW, JR., R.E.S. 2518
TECHNICIAN:	PCS
FIELDBOOK:	1
JOB NUMBER:	DSR001.001
DESCRIPTION:	N/A
CLIENT:	TEXAS ENGINEERING SOLUTIONS
PLOT DATE:	

TEXAS ENGINEERING SOLUTIONS

AST

5000 WELLS ROAD
 AUSTIN, TEXAS 78746
 TEL: 512.426.1100
 FAX: 512.426.1101

AUSTIN SPATIAL TECHNOLOGIES, LLC
 11000 WINDYBROOK DRIVE
 AUSTIN, TEXAS 78750

201100115

PHOTOGRAPHIC MIRROR

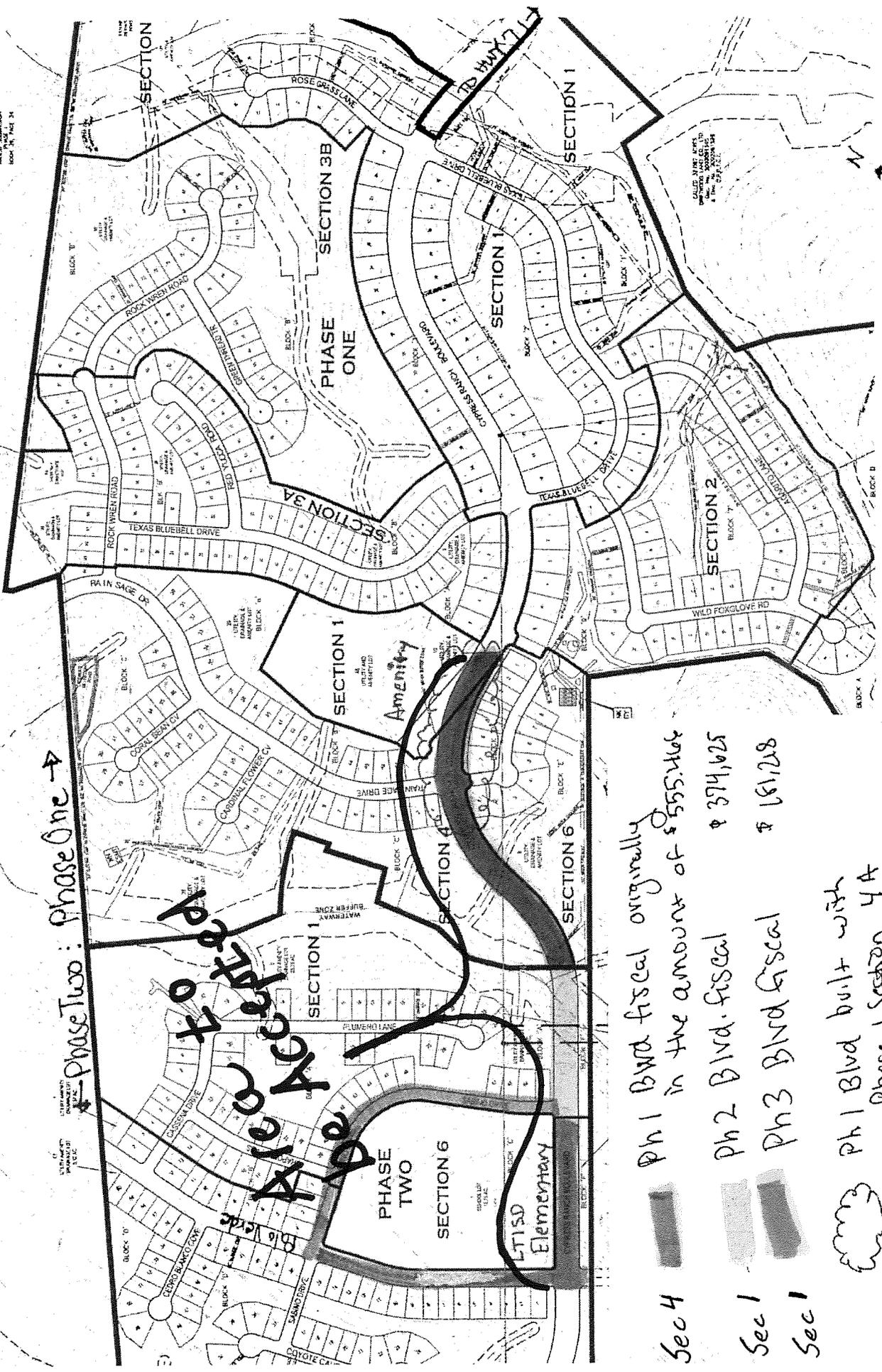
West Cypress Hills

Phase Two: Phase One →

To Add
A New Section
Ave

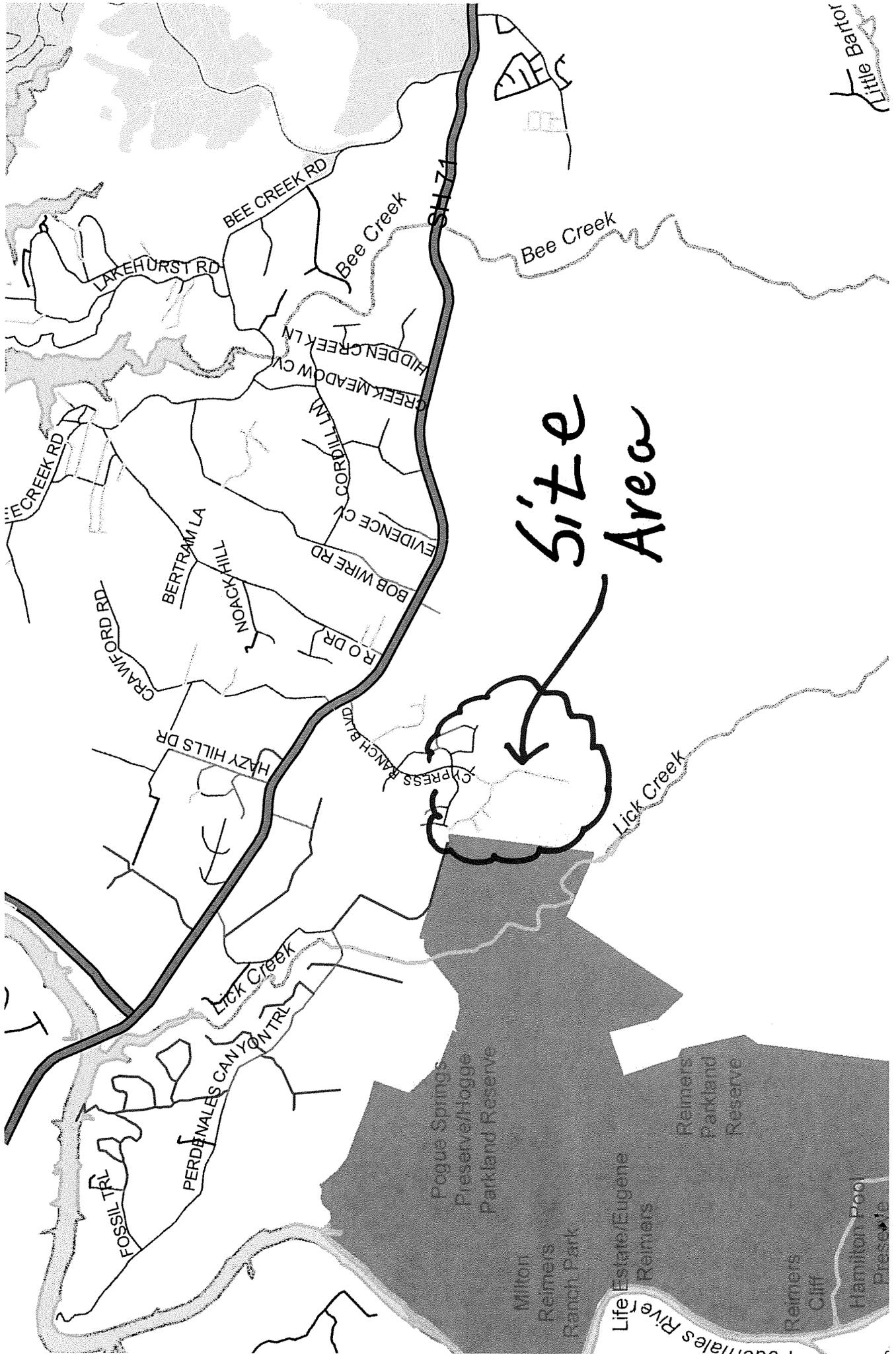
PHASE 1 - LITTLE ROCKS
BLOCK 10 - 10/22/2018
G.A.P.C.

PHASE 2 - LITTLE ROCKS
BLOCK 11 - 10/22/2018
G.A.P.C.

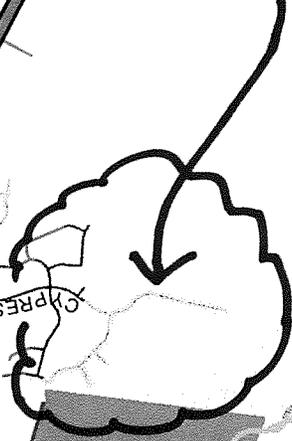


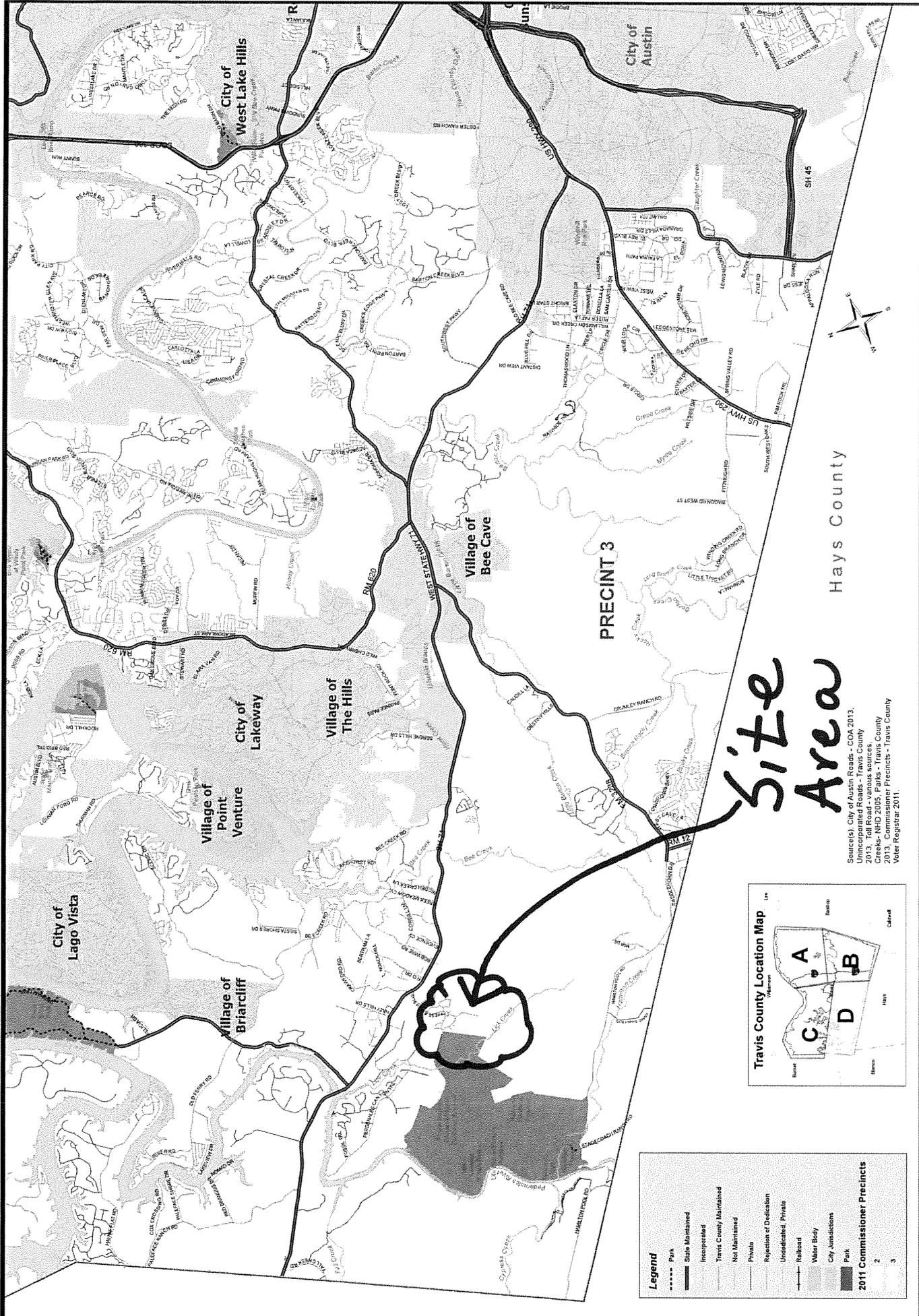
- Sec 4 [shaded box] Ph 1 Blvd fiscal originally in the amount of \$555,464
- Sec 1 [shaded box] Ph 2 Blvd. fiscal \$ 374,625
- Sec 1 [shaded box] Ph 3 Blvd Fiscal \$ 161,228
- [cloud icon] Ph 1 Blvd built with Phase 1 Section 4A

Little Barlor



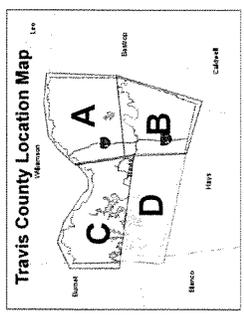
Site Area





Site Area

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.



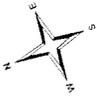
Legend

- Park
- State Maintained
- Incorporated
- Travis County Maintained
- Not Maintained
- Private
- Rejection of Dedication
- Undedicated, Private
- N/A
- Water Body
- City Jurisdiction
- Park

2011 Commissioner Precincts

- 2
- 3

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



Travis County Roadways, Map D

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 does not warrant the accuracy of this product for any other purposes and offers no warranties for the product's accuracy or completeness.



Travis County Commissioners Court Agenda Request

Meeting Date: April 29, 2014

Prepared By: Michael Hettenhausen, Planner **Phone #:** (512) 854-7563

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

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

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE:

Consider and take appropriate action on the following requests:

- A) A plat for recording: Sweetwater Ranch Section Two Village F3 Final Plat (Long Form Final Plat - 29 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.

BACKGROUND/SUMMARY OF REQUEST:

A) This final plat consists of 29 total lots (27 single-family residential lots and 2 private street/public utility easement/drainage easement lots) on 11.7 acres. There are 1,403 linear feet of private streets proposed with this final plat. Water and wastewater service will be provided by the Lazy Nine Municipal Utility District 1D. Parkland fees in lieu of dedication have been paid to Travis County in the amount of \$2,646.00.

The applicant is currently utilizing the county's Alternative Fiscal Agreement and the plat is being held in abeyance until the remaining fiscal has been posted. The balance of the fiscal surety was recently posted with Travis County, and the plat may be approved and recorded.

B) The applicant, WS - COS Development, 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 August 13, 2013, 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:

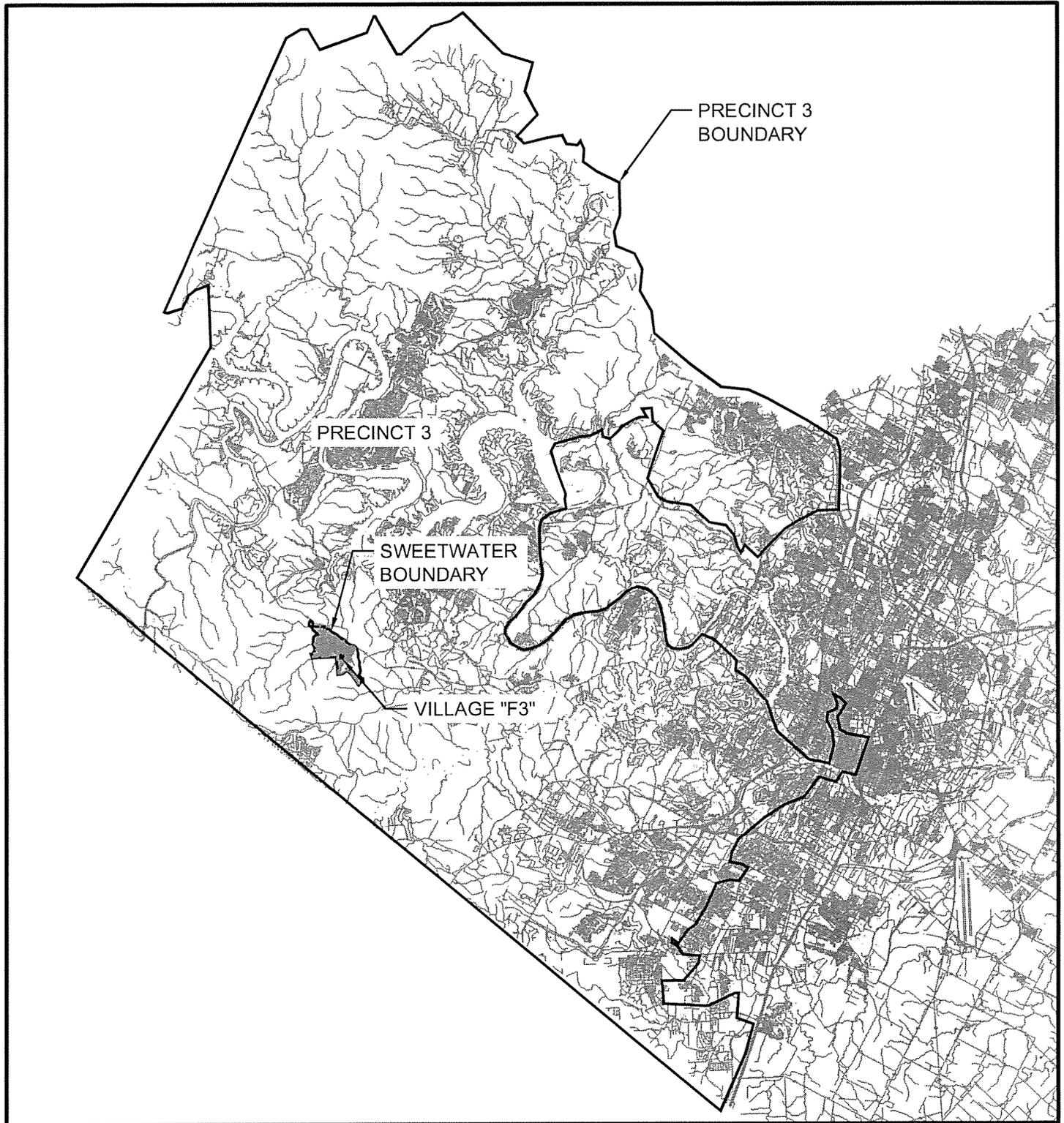
- Precinct map
- Location map
- Proposed final plat
- Subdivision Construction Agreements

REQUIRED AUTHORIZATIONS:

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

CC:

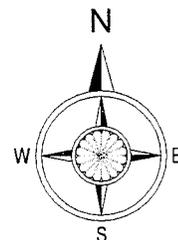
SM:AB:mh
1101 - Development Services Long Range Planning- Sweetwater Ranch Section Two Village F3 Final Plat



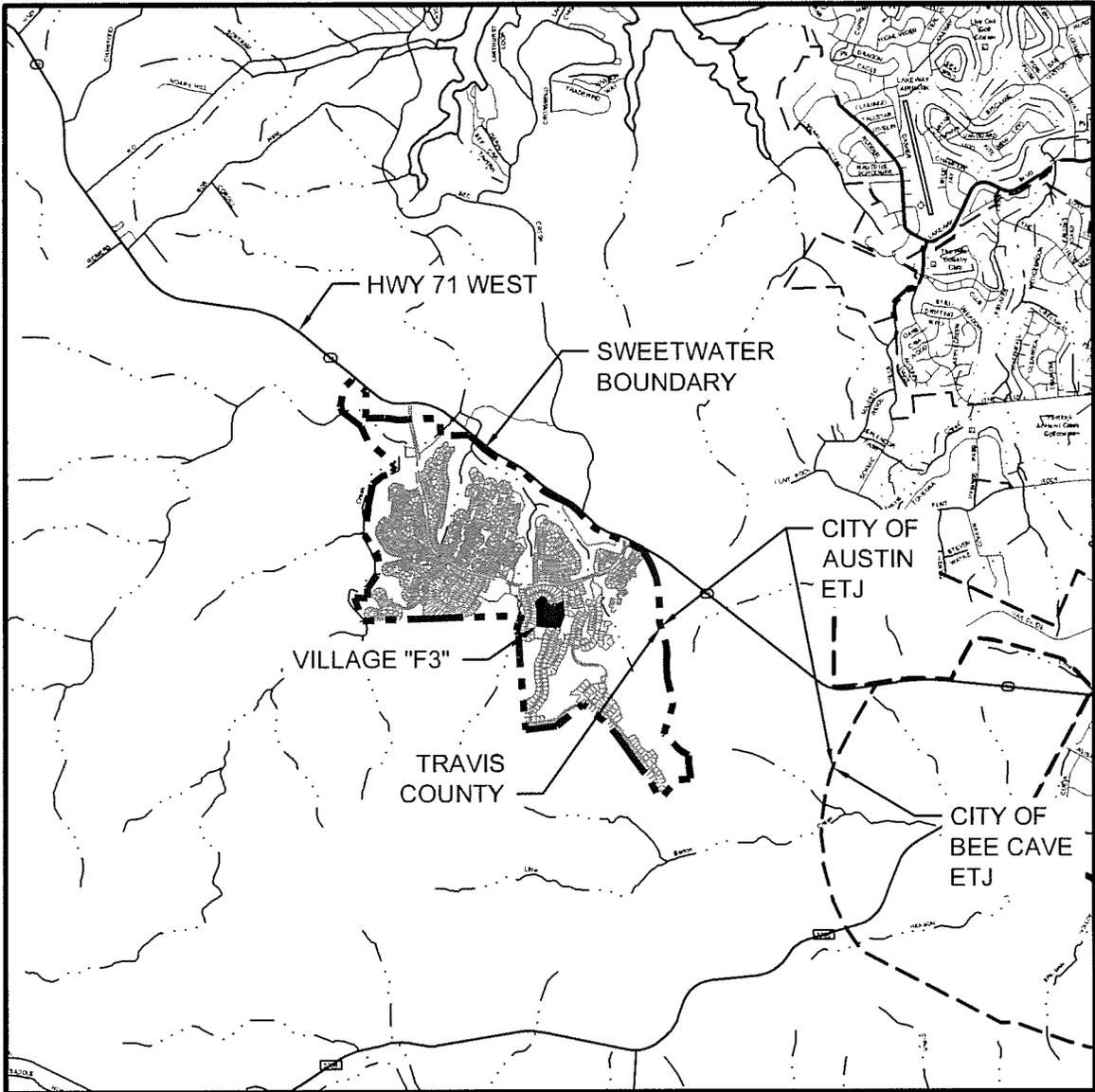
PRECINCT MAP
SWEETWATER
VILLAGE "F3"

Malone/
Wheeler, Inc.

Engineering & Development Consultants
7500 Rialto Blvd, Bldg 1, Suite 240
Austin, Texas 78735
Phone: (512) 899-0601 Fax: (512) 899-0655
Firm Registration No. F-786



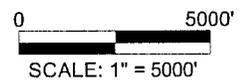
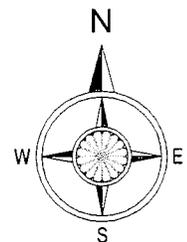
0 25000'
SCALE: 1" = 25000'



LOCATION MAP
 SWEETWATER
 VILLAGE "F3"

Malone/
Wheeler, Inc.

Engineering & Development Consultants
 7500 Rialto Blvd, Bldg 1, Suite 240
 Austin, Texas 78735
 Phone: (512) 899-0601 Fax: (512) 899-0655
 Firm Registration No. F-786



ORIGINAL

§ EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

This Agreement is made and entered into by and between WS – COS DEVELOPMENT, LLC, a Delaware limited liability company (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 "**Sweetwater Section _Two___, Village _F3___**" (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:	WS – COS Development, LLC 52 Mason Street Greenwich, CT 06830 ATTN: Lawrence Settanni, Vice President
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:

WS-COS DEVELOPMENT, LLC,
a Delaware limited liability company

By: WSI(II)-COS, LLC, a Delaware limited liability company, Its Managing Member

County Judge
Date: _____

By: J. Robert Long
J. Robert Long, Authorized Signatory
Date: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

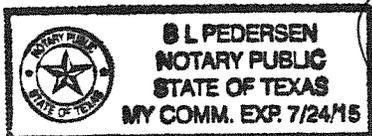
This instrument was acknowledged before me on the ____ day of _____, 20____,
by _____, in the capacity stated herein.

Notary Public in and for the State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared J. Robert Long, Authorized Signatory of WSI(II)-COS, LLC, a Delaware limited liability company, the Managing Member of WS-COS DEVELOPMENT, LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company for the purposes and consideration therein expressed.

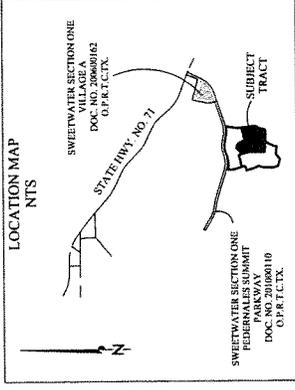
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13 day of MARCH,
2012.



L. Pedersen
Notary Public in and for the State of Texas

EXHIBIT "A"

**TRAVIS COUNTY
CONSUMER PROTECTION NOTICE
FOR HOMEBUYERS**



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.

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS THAT WS-COS DEVELOPMENT, LLC, ACTING HEREIN AND THROUGH MICHAEL L. RAFFERTY, AUTHORIZED SIGNATORY; OWNER OF 1379.351 ACRES (REMAINDER) OF LAND LOCATED IN THE W. A. BARLOW SURVEY NO. 86, IN TRAVIS COUNTY, TEXAS, DESCRIBED AS HEREIN, HEREBY SUBDIVIDE RECORD IN DOCUMENT NO. 2011102858 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, THE REMAINDER OF SAID SURVEY, INTO THE FOLLOWING SUBDIVIDE 11.702 ACRES OF LAND OUT OF SAID 1379.351 ACRES TRACT PURSUANT TO CHITLAND ESTATE F 1* SUBDIVISION, SUBJECT TO THE COVENANTS AND RESTRICTIONS WITH THIS PLAT, TO BE KNOWN AS "SWEETWATER RANCH SECTION TWO VILLAGE F 3" SUBDIVISION, SUBJECT TO THE COVENANTS AND RESTRICTIONS SHOWING HEREON, AND TO BE KNOWN AS "SWEETWATER RANCH SECTION TWO VILLAGE F 3" SUBDIVISION, SUBJECT TO THE COVENANTS AND RESTRICTIONS SHOWING HEREON, TOGETHER WITH JURISDICTION, AND PUBLIC SERVICES AGENCIES, THE USE OF ALL THE PRIVATE STREET AND OTHER EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFOR GRANTED AND NOT RELEASED, THE MAINTENANCE AND PAYMENT OF REAL PROPERTY TAXES ON SUCH PRIVATE STREETS ARE THE RESPONSIBILITY OF THE OWNERS OF THE SUBDIVISION OR ANY DULY CONSTITUTED HOMEOWNERS ASSOCIATION UNDER THAT CERTAIN INSTRUMENT OF RECORD AT DOCUMENT NUMBER 2006976072, OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AN EXPRESS EASEMENT IS HEREBY GRANTED ACROSS SAID PRIVATE STREETS AND ANY COMMON AREAS FOR THE USE OF THE SURVEYED FEDERAL PICKUP, GOVERNMENTAL FUNCTIONS, VEHICULAR AND NONVEHICULAR, INCLUDING FIRE AND POLICE PROTECTION, TOGETHER WITH ALL GOVERNMENTAL ENTITIES, AND ANY OTHER PURPOSES OF GOVERNMENTAL AUTHORITY DEEMED NECESSARY BY THE FEDERAL GOVERNMENT, STATE OF TEXAS, COUNTY OF TRAVIS, AND THEIR AGENTS OR EMPLOYEES, SHALL IN ANY SUCH USE BY GOVERNMENTAL VEHICLES ALL PRIVATE STREETS SHOWN HEREON HEARD LOOP AND DAVENPORT DRIVE BE OPEN AND ANY SECURITY GATES OR DEVICES CONTROLLING ACCESS TO SUCH STREETS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION OF THIS SUBDIVISION.

WITNESS MY HAND THIS _____ DAY OF _____, 201____, A.D.

BY: MICHAEL L. RAFFERTY, AUTHORIZED SIGNATORY _____ DATE _____
WS-COS DEVELOPMENT, LLC
52 MASON ST.
GREENWICH, CT 06830

STATE OF TEXAS
COUNTY OF _____
BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED MICHAEL L. RAFFERTY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THIS INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES: _____, 201____, A.D.

NO PORTION OF THIS SUBDIVISION LIES WITHIN THE DESIGNATED 100 YEAR FLOOD PLAIN AS DEFINED BY F.E.M.A. MAP 48453CB85H DATED SEPTEMBER 26, 2008.

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

RICHARD J. WHEELER, JR., P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 45033
MALONE/WHEELER, INC.
7500 RIALTO BLVD, BLDG 1, SUITE 240
AUSTIN, TEXAS 78735

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

I, JOHN C. NIELSEN, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.



7-17-13
DATE
JOHN C. NIELSEN
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 5541 STATE OF TEXAS
DELTA SURVEY GROUP, INC.
14500 STEEL STE 102
AUSTIN, TEXAS 78745

Delta Survey Group Inc.
8213 Brodie Lane Ste. 102 Austin, TX. 78745
office (512) 282-5200 fax (512) 282-5220

THIS SUBDIVISION IS NOT LOCATED IN THE CITY OF AUSTIN'S JURISDICTION.

DIRECTOR, CITY OF AUSTIN
PLANNING & DEVELOPMENT REVIEW DEPARTMENT

IN APPROVING THIS PLAT, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS THEREWITH, THE BUILDING OF ALL STREETS, ROADS, OR OTHER PUBLIC UTILITIES, OR THE INSTALLATION OF ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED THEREON, OR OTHER PUBLIC UTILITIES OR IN CONNECTION THEREWITH, IS THE RESPONSIBILITY OF THE OWNER OR PLANNING 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 OWNERS(S) OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE "IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE OR TO RELINQUISH POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION THE OWNERS MUST POST BOND TO THE COUNTY IN THE ESTIMATED COST OF THE IMPROVEMENTS. THE OWNERS' OBLIGATION CONTINUING OBLIGATION BINDING ON THE OWNERS AND THEIR SUCCESSORS AND POST THE FISCAL SECURITY TO SECURE THE OBLIGATION CONTINUING OBLIGATION BINDING ON THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE OBLIGATION CONTINUING OBLIGATION BINDING ON THE OWNERS AND THEIR SUCCESSORS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY, OR 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 PART OF THE DEVELOPERS CONSTRUCTION

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 _____, 201____, A.D., THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE _____ DAY OF _____, 201____, A.D.

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

DEPUTY

STATE OF TEXAS
COUNTY OF TRAVIS:

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 201____, A.D., AT _____ O'CLOCK _____ M., DULY RECORDED ON THE _____ DAY OF _____, 201____, A.D., AT _____ O'CLOCK _____ M., PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NO. _____ OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS _____ DAY OF _____, 201____, A.D.
DANA DEBEAUVOIR, COUNTY CLERK,
TRAVIS COUNTY, TEXAS.

DEPUTY

SWEETWATER RANCH
SECTION TWO
VILLAGE F 3

SWEETWATER RANCH
SECTION TWO
VILLAGE F 3

Delta Survey Group Inc.
8213 Brodie Lane Ste. 102 Austin, TX. 78745
office (512) 282-5200 fax (512) 282-5210

PERMANENT WATER QUALITY BMP EASEMENT PLAT NOTE:

THE PERMANENT WATER QUALITY BEST MANAGEMENT PRACTICE (BMP) EASEMENT IS FOR THE PURPOSE OF PROTECTING THE ENVIRONMENT BY IMPROVING THE QUALITY OF STORM WATER RUNOFF FROM THE DEVELOPED PORTION OF THIS SUBDIVISION. THE QUALITY OF STORM WATER RUNOFF FROM THE DEVELOPED PORTION OF THIS SUBDIVISION SHALL BE IMPROVED BY THE INSTALLATION OF PERMANENTLY MAINTAINED WITHIN A WATER QUALITY BMP EASEMENT. THE BMP EASEMENT SHALL BE AUTHORIZED AND APPROVED IN WRITING BY THE LOWER COLORADO RIVER AUTHORITY (LCRA). FENCING WILL BE ALLOWED IN AREAS WHERE THE BMP EASEMENT DOES NOT INTERFERE WITH BMP FUNCTION AND THAT ACCESS FOR MAINTENANCE AND INSPECTION IS PROVIDED. THE WATER QUALITY EASEMENT MAY BE ENFORCED BY THE LOWER COLORADO RIVER AUTHORITY OR ANY OTHER GOVERNMENTAL ENTITY WITH THE AUTHORITY TO PROTECT THE ENVIRONMENT FOR THE BENEFIT OF THE PUBLIC. BY INJUNCTION OR OTHER ACTION IN A COURT OF APPROPRIATE JURISDICTION.

Agnes - [Signature]
DATE 07-18-2013

LOWER COLORADO RIVER AUTHORITY

BENCHMARK LIST:

- TBM-13: COTTON SPINDLE SET IN LIVE OAK TAG No. 1501
ELEV: 948.30'
- TBM-14: COTTON SPINDLE SET IN LIVE OAK TAG No. 1497
ELEV: 952.19'

STREET NAME	STREET WIDTH	TYPE	CLASSIFICATION	OWNERSHIP	STREET LENGTH
DAVENPORT DIVIDE ROAD	28'	C&G	LOCAL	PRIVATE	669 LF.
HEARD LOOP	28'	C&G	LOCAL	PRIVATE	734 LF.
TOTAL:					1403 LF.

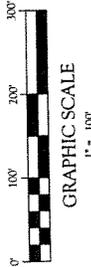
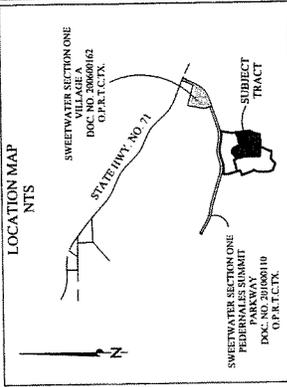
SWEETWATER DEVELOPMENT PLAT NOTES:

1. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE EVIDENCE THAT THE FINAL PLAT AND CONSTRUCTION PLANS FOR STREET AND DRAINAGE INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THE SUBDIVISION HAVE BEEN SUBMITTED TO THE U.S. ARMY CORPS OF ENGINEERS FOR REVIEW AND ISSUANCE OF PERTINENT AND APPLICABLE PERMITS, IF ANY ARE REQUIRED, PRIOR TO TRAVIS COUNTY APPROVAL OF THE FINAL PLAT(S) FOR THIS SUBDIVISION.
2. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE EVIDENCE THAT THE FINAL PLAT AND CONSTRUCTION PLANS FOR STREET AND DRAINAGE INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THE SUBDIVISION HAVE BEEN SUBMITTED TO THE LOWER COLORADO RIVER AUTHORITY WATER RESOURCES PROTECTION DIVISION FOR REVIEW AND CONSIDERATION OF A NON-POINT SOURCE POLLUTION CONTROL PERMIT PRIOR TO TRAVIS COUNTY APPROVAL OF THE FINAL PLAT(S) FOR THIS SUBDIVISION.
3. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE EVIDENCE THAT THE FINAL PLAT AND CONSTRUCTION PLANS FOR STREET AND DRAINAGE INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THE SUBDIVISION AND THE PROPOSED INTERSECTION WITH HEARD LOOP HAVE BEEN SUBMITTED TO THE TEXAS DEPARTMENT OF TRANSPORTATION AND ADDED TO THE STATE HIGHWAY PLAN WITH APPROPRIATELY COMPLETED APPLICATIONS FOR DRIVEWAY PERMITS IN TxDOT ROW. IN ADDITION, PERTINENT AND APPROPRIATE ROW RESERVATION AREAS, IF SUCH RESERVATIONS MAY BE DEEMED TO BE REQUIRED VIA MUTUAL CONSIDERATION AND CONSENT BETWEEN THE OWNER/DEVELOPER AND TxDOT TO ACCOMMODATE FUTURE EXPANSIONS OF SH 71, MUST BE INCLUDED FOR CONSIDERATION FOR THE FINAL PLAT(S) OF THIS SUBDIVISION PRIOR TO TRAVIS COUNTY APPROVAL OF THE FINAL PLAT(S) FOR THIS SUBDIVISION.
4. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE EVIDENCE THAT THE FINAL PLAT AND CONSTRUCTION PLANS FOR WATER, WASTEWATER, AND STORM DRAINAGE INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THE SUBDIVISION HAVE BEEN SUBMITTED TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) AND/OR THE LOWER COLORADO RIVER AUTHORITY (LCRA), AND THE LAZY NINE MUNICIPAL UTILITY DISTRICT FOR REVIEW AND CONSIDERATION PRIOR TO TRAVIS COUNTY APPROVAL OF THE FINAL PLAT(S) FOR THIS SUBDIVISION.

NOTES:

1. OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF STORM DRAINAGE IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF TRAVIS COUNTY. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR REPLACING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
2. FOR A MINIMUM TRAVEL DISTANCE OF 25 FEET FROM THE ROADWAY EDGE, DRIVEWAY GRADES MAY EXCEED 14% ONLY WITH THE SPECIFIC WRITTEN APPROVAL OF THE SURFACE AND GEOMETRIC DESIGN PROPOSALS BY THE TRAVIS COUNTY TRANSPORTATION AND NATURAL RESOURCES.
3. WASTEWATER SYSTEMS SERVINGS THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH TRAVIS COUNTY PLANS AND SPECIFICATIONS. PLANS AND SPECIFICATION SHALL BE SUBMITTED TO LCRA AND TCEQ FOR REVIEW.
4. NO PORTION OF THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
5. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE DESIGNATED 100 YEAR FLOOD PLAIN AS DEFINED BY F.E.M.A. MAP 48453C03185H DATED SEPTEMBER 26, 2008.
6. THIS SUBDIVISION IS SUBJECT TO A PHASING AGREEMENT RECORDED AS DOCUMENT NO. 2006100748.
7. MUNICIPAL JURISDICTION: THIS PRELIMINARY PLAN BOUNDARIES FALL OUTSIDE C.O.A. ETI, BEE CAVE ETI, LAKEWAY ETI, AND WILL BE REGULATED BY TRAVIS COUNTY. MUNICIPAL JURISDICTION - NONE.
8. THIS SUBDIVISION IS SUBJECT TO THE COVENANTS AND RESTRICTIONS RECORDED AS DOCUMENT NO. 2006070072 OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.
9. DRIVEWAYS SHALL NOT BE CONSTRUCTED CLOSER THAN 50 FEET OR 60% OF THE LOTS FRONTAGE TO THE EDGE OF PAVEMENT OF AN INTERSECTING LOCAL OR COLLECTOR STREET.
10. A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
11. WATER SERVICE AND WASTEWATER SERVICE WILL BE PROVIDED BY THE LAZY NINE MUNICIPAL UTILITY DISTRICT ID.
12. DRAINAGE EASEMENTS GREATER THAN 24 FEET WIDE CAN BE USED FOR OPEN CHANNEL OR ENCLOSED CONDUIT SYSTEMS. DRAINAGE EASEMENTS 15 FEET WIDE ARE FOR ENCLOSED CONDUIT DRAINAGE SYSTEMS ONLY.
13. THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF THE LAZY NINE MUNICIPAL DISTRICT ID. WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE DISTRICT IN ACCORDANCE WITH ITS RATE ORDER. AS AMENDED. ALL CONSTRUCTION PLANS FOR WATER, WASTEWATER, AND STORM DRAINAGE IMPROVEMENTS MUST BE PRESENTED TO THE DISTRICT AND APPROVED BY THE DISTRICT ENGINEER, PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES. THE DISTRICT MAY INSPECT ALL WATER, WASTEWATER, AND STORM DRAINAGE IMPROVEMENTS.
14. NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES SHALL BE ALLOWED IN DRAINAGE EASEMENTS AND WATER QUALITY EASEMENTS EXCEPT AS APPROVED BY LCRA AND TRAVIS COUNTY.
15. NO LOT SHALL BE OCCUPIED UNTIL CONNECTED TO AN APPROVED PUBLIC SEWER SYSTEM.
16. NO LOT SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY FOR THIS PROPOSED DEVELOPMENT.
17. ALL PRIVATE STREET RIGHT-OF-WAY ARE ALSO DRAINAGE EASEMENTS, WATER AND WASTEWATER EASEMENTS, AND GAS EASEMENTS AS PROVIDED BY LAZY NINE MUNICIPAL UTILITY DISTRICT ID.
18. MAINTENANCE OF PRIVATE STREETS AND GATE STRUCTURES SHALL BE THE RESPONSIBILITY OF THE SUBDIVISION HOMEOWNERS ASSOCIATION.
19. ALL WATER QUALITY AND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE LAZY NINE MUNICIPAL UTILITY DISTRICT.
20. ALL PROPERTY OF THE HEREBY DESCRIBED SUBDIVISION IS SUBJECT TO THE LOWER COLORADO RIVER AUTHORITY'S NONPOINT-SOURCE (NPS) CONTROL ORDINANCE. ANY DEVELOPMENT OTHER THAN CONSTRUCTION OF A SINGLE-FAMILY HOME OR ASSOCIATED STRUCTURE MAY REQUIRE AN NPS DEVELOPMENT PERMIT FROM THE LOWER COLORADO RIVER AUTHORITY.
21. ALL NON-RESIDENTIAL LOTS NOT ASSIGNED TO LAZY NINE MUD ID TO BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION OR ITS ASSIGNS.
22. LOT 25, BLOCK E WILL USE HEARD LOOP FOR STREET ACCESS AND LOT 6, BLOCK D WILL USE DAVENPORT DIVIDE ROAD FOR STREET ACCESS.
23. WITHIN A SIGHT LINE EASEMENT ANY OBSTRUCTION OF SIGHT LINE BY VEGETATION, FENCING, EARTHWORK, BUILDINGS, SIGNS OR ANY OTHER OBSTRUCTION IS PROHIBITED TO CAUSE A TRAFFIC HAZARD IS PROHIBITED AND MAY BE REMOVED BY ORDER OF THE TRAVIS COUNTY COMMISSIONERS COURT AT THE OWNER'S EXPENSE. THE PROPERTY OWNER IS TO MAINTAIN AN UNOBSTRUCTED VIEW CORRIDOR WITHIN THE BOUNDS OF SUCH EASEMENT AT ALL TIMES.
24. DRAINAGE AND LATERAL SUPPORT EASEMENTS TO THE LIMITS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC FOR THE CONSTRUCTION, MAINTENANCE AND THE RIGHT TO PLACE EARTHEN FILL FOR DRAINAGE AND LATERAL SUPPORT FOR PUBLIC ROADWAYS ON THIS PLAT. PROPERTY OWNERS MAY USE THEIR PROPERTY WITHIN THESE EASEMENTS ONLY IN THOSE WAYS THAT ARE CONSISTENT WITH THE CONSTRUCTION INSTALLATION, AND MAINTENANCE OF THE DRAINAGE AND LATERAL SUPPORT EASEMENT DEDICATED HEREIN. TRAVIS COUNTY OWNERS MAY DO NOTHING THAT WOULD IMPAIR, DAMAGE OR DESTROY THE DRAINAGE AND LATERAL SUPPORT EASEMENTS WITHIN TRAVIS COUNTY AND ITS SUCCESSOR AND ASSIGNS HAVE THE RIGHT TO USE SO MUCH OF THE SURFACE OF THE EASEMENT AS NECESSARY TO MAINTAIN THE EASEMENTS REASONABLY NECESSARY TO CONSTRUCT, INSTALL AND MAINTAIN DRAINAGE AND LATERAL SUPPORT FACILITIES WITHIN THE EASEMENTS.

W. A. BARLOW SURVEY NO. 86
TRAVIS COUNTY, TEXAS
JANUARY 2012

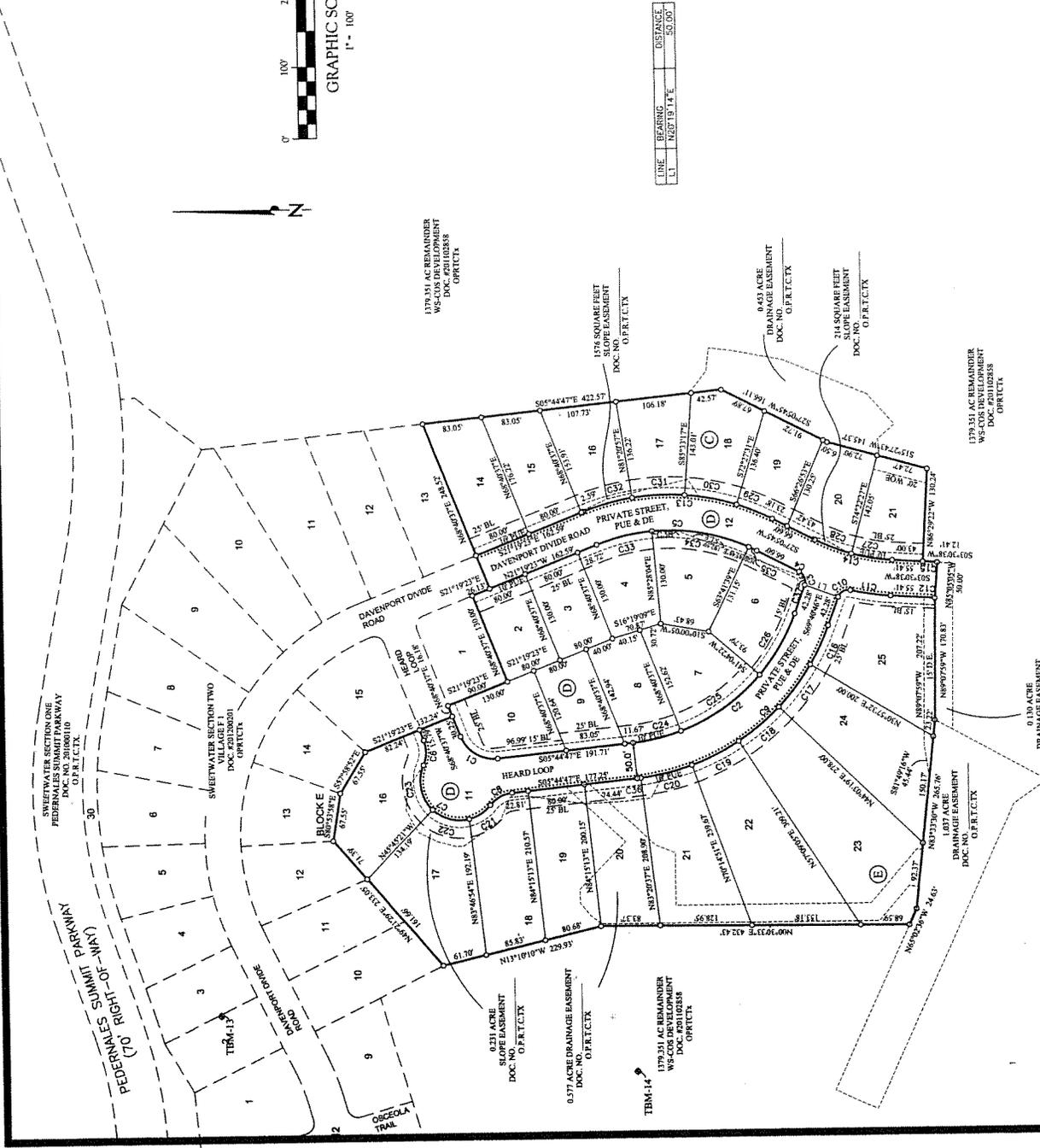


LEGEND

- 1/2 INCH IRON ROD WITH "DELTA SURVEY" CAP FOUND
- 1/2 INCH IRON ROD WITH DELTA CAP SET
- CONCRETE MONUMENT SET
- SIDEWALK
- BUILDING LINE
- PUBLIC UTILITY EASEMENT
- RIGHT OF WAY
- OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
- DRAINAGE EASEMENT
- WATER QUALITY BMP EASEMENT
- FENCE, STORAGE AND LANDSCAPE LOT
- SIGHT LINE EASEMENT
- ELEVATION BENCHMARK
- BLOCK DESIGNATION

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	50.00'	64.95'	60.48'	S33°42'51"W	63°58'59"
C2	47.50'	61.96'	57.93'	S33°42'51"W	63°58'59"
C3	45.00'	58.97'	54.90'	S33°42'51"W	63°58'59"
C4	325.00'	0.11'	0.11'	N68°41'55"E	83°14'37"
C5	275.00'	232.39'	225.54'	N2°09'11"E	97°01'03"
C6	45.00'	35.79'	34.86'	N57°53'11"E	48°25'00"
C7	45.00'	35.79'	34.86'	S57°53'11"E	48°25'00"
C8	325.00'	0.11'	0.11'	S26°51'58"E	45°34'23"
C9	325.00'	362.65'	344.13'	S3°42'47"E	63°58'59"
C10	15.00'	21.79'	19.93'	S26°03'28"E	83°14'37"
C11	325.00'	57.03'	56.35'	S50°14'47"W	1°24'17"
C12	325.00'	113.20'	112.40'	S50°14'47"W	1°24'17"
C13	325.00'	113.20'	112.40'	S50°14'47"W	1°24'17"
C14	325.00'	7.97'	7.97'	S91°12'47"W	1°58'10"
C15	325.00'	60.34'	60.34'	S57°23'53"E	13°05'46"
C16	325.00'	74.29'	74.12'	S57°23'53"E	13°05'46"
C17	325.00'	74.29'	74.12'	S57°23'53"E	13°05'46"
C18	325.00'	74.29'	74.12'	S57°23'53"E	13°05'46"
C19	325.00'	74.29'	74.12'	S57°23'53"E	13°05'46"
C20	325.00'	74.29'	74.12'	S57°23'53"E	13°05'46"
C21	325.00'	74.29'	74.12'	S57°23'53"E	13°05'46"
C22	325.00'	74.29'	74.12'	S57°23'53"E	13°05'46"
C23	325.00'	74.29'	74.12'	S57°23'53"E	13°05'46"
C24	275.00'	69.67'	69.49'	S13°00'17"E	70°23'53"
C25	275.00'	136.15'	135.15'	S34°35'47"E	14°30'59"
C26	275.00'	98.60'	98.00'	S34°35'47"E	14°30'59"
C27	275.00'	98.60'	98.00'	S34°35'47"E	14°30'59"
C28	275.00'	98.60'	98.00'	S34°35'47"E	14°30'59"
C29	275.00'	98.60'	98.00'	S34°35'47"E	14°30'59"
C30	275.00'	98.60'	98.00'	S34°35'47"E	14°30'59"
C31	275.00'	98.60'	98.00'	S34°35'47"E	14°30'59"
C32	275.00'	98.60'	98.00'	S34°35'47"E	14°30'59"
C33	275.00'	98.60'	98.00'	S34°35'47"E	14°30'59"
C34	275.00'	98.60'	98.00'	S34°35'47"E	14°30'59"
C35	275.00'	98.60'	98.00'	S34°35'47"E	14°30'59"
C36	275.00'	98.60'	98.00'	S34°35'47"E	14°30'59"

LINE	BEARING	DISTANCE
L1	N26°19'14"E	50.00'



SHEET 4 OF 4
LAND USE SCHEDULE
RESIDENTIAL LOTS
RECREATION STREETS
TOTAL LOTS
TOTAL ACRES
10.008 AC
1.694 AC
11.702

SWEETWATER RANCH
SECTION TWO
VILLAGE F 3

Delta Survey Group Inc.
8213 Brodie Lane Ste. 102 Austin, TX 78745
office: (512) 282-5200 fax: (512) 282-5230



Travis County Commissioners Court Agenda Request

Meeting Date: April 29, 2014

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

Division Director/Manager: Donald W. Ward, P.E., Assistant Public Works
Director - Road and Bridge Division

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 the acceptance of the dedication of the public street and drainage facilities within Avalon, Phase 6A - a subdivision in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

The Avalon, Phase 6A plat was recorded on April 10, 2014 at Document #201400075. This subdivision has been inspected for conformance with approved plans and specifications as listed. It will be accepted under the regulations of the Standards for Construction of Streets and Drainage in Subdivisions approved by Commissioners Court August 28, 1997, in which the subdivision is accepted before the one-year performance period has ended.

The completed sidewalks within these subdivisions have been inspected by a Registered Accessibility Specialist. The stop signs, if any, are in the process of being approved under Chapter 251 of the Texas Transportation Code.

Avalon, Phase 6A is accessed from Bridie Path, a street maintained by Travis County. This action will add an overall total of 0.41 miles to the Travis County road system.

STAFF RECOMMENDATIONS:

TNR staff recommends approval of the proposed motion.

ISSUES AND OPPORTUNITIES:

N/A.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A.

ATTACHMENTS/EXHIBITS:

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

REQUIRED AUTHORIZATIONS:

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

CC:

Lucious Henderson	Inspector	Development Services	(512) 854-9114
Stacey Scheffel	Program Manager	TNR Permits	(512) 854-7565

SM:AB:ps

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

TRANSPORTATION AND NATURAL RESOURCES

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



700 Lavaca Street-5th Floor
Travis County Administration Building
PO Box 1748
Austin, Texas 78767
Phone: (512) 854-9383
Fax: (512) 854-4697

APPROVAL OF CONSTRUCTION

DATE: March 20, 2014

DEVELOPER/OWNER:

KM Avalon, Ltd.
1011 North Lamar
Austin, TX 78703

ENGINEER:

Randall Jones & Associates Eng., Inc.
1212 E. Braker Lane
Austin, TX 78753

SUBJECT: Avalon, Phase 6A

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

The developer/owner is required to maintain performance period fiscal of 10% of the actual street and drainage cost until the end of the performance period. 100% of sidewalk fiscal will also need to remain for the un-constructed residential sidewalks until all of the sidewalks are constructed to Travis County Standards.

OTHER REMARKS:

BY: Don W. Ward 4/15/14
TNR Assistant Public Works Director – Road and Bridge Division – Don W. Ward, P.E.

Paul Scoggins 4/15/14
TNR Engineering Specialist – Paul Scoggins

Lucious Henderson 03-21-14
TNR Inspector – Lucious Henderson

1102 fiscal file
1105 Subdivision File

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE

SUBDIVISION
Mapsco No. 439F

Avalon, Phase 6A

Pct.# 1
Atlas No. O-11



RECORDED AT DOCUMENT #201400075 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY - 4/10/2014

THIS SUBDIVISION CONTAINS 4 STREETS AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	ROW	TYPE OF WIDTH OF		CURB & GUTTER
						PVMNT	PVMNT	
1	Bridie Path	NE corner of Lot 15, Blk F westerly to SW corner of Lot 27, Blk I	820	0.16	50	HMAC	30' F-F	YES
2	Wearyall Hill Lane	East Corner of Lot 16, Blk I southerly to intersection of Bridie Path	700	0.13	50	HMAC	30' F-F	YES
3	Merlin Court	Wearyall Hill Lane southeasterly to cul-de-sac w/50' radius	106	0.02	50	HMAC	30' F-F	YES
4	Mendips Lane	West corner of Lot 15, Blk E southerly to intersection of Bridie Path	516	0.10	50	HMAC	30' F-F	YES
Total Footage/Mileage			2142	0.41				

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 51

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1-4

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-4 TOTALING THE TRAVIS COUNTY COMMISSIONERS COURT IN PRECINCT ONE.

0.41 MILES BE ACCEPTED BY

DATE

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

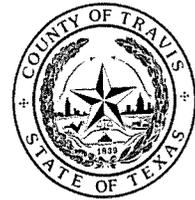


 Donald W. Ward, PE
 Assistant Public Works Director -
 Road and Bridge Division

DATE APPROVED BY COMMISSIONERS COURT

TRANSPORTATION AND NATURAL RESOURCES

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



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

§ EXHIBIT 82.401 (c)(3) & 82.604 (c)

AVALON, PHASE 6A
**REQUIREMENTS FOR APPROVAL OF CONSTRUCTION
PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS
AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997**

- 2/14/14 1. Professional Engineer's certification of quantities of work completed (**Engineer's Concurrence Letter**). § 82.401(c)(1)(A) § 82.604(c)(2)
- N/A 2. Construction Summary Report, if in COA ETJ, **signed** by COA inspector. §82.604(c)(1)
- 2/14/14 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- 2/14/14 4. Reproducible Plans, certified as "**Record Drawings**" or "**As Built**", by the Owner's Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303] and accompanying Stop Sign Warrants sheets for each sign.
- TC will determine 5. Performance Period Fiscal for 10% of the actual construction cost of street and drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. And must be posted by owner/developer. § 82.604(c)(4)
- NA 6. **If applicable**, a copy of the Conditional Letter of Map Amendment or Revision from FEMA to begin Performance Period and the completed Letter of Map Revision (LOMR) to accept streets for maintenance. § 82.604(c)(5)
- 2/14/14 7. A detailed letter from a **Registered Accessibility Specialist** approving sidewalk construction within the subdivision. Plan approval required at time of issuance of Basic Development Permit. Substantial compliance (inspection) required before any reduction of sidewalk fiscal. § 82.202 (q), § 82.301 (ix)(G)(13), § 82.401 (5)
- 3/21/14 8. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds, common area sidewalks, and traffic control devices shown on the approved traffic control plan). § 82.401(c)(2)(C) **Road Maintenance will have to approve const. before recommending acceptance to Commissioners Court.**
- 2/14/14 9. Approval of other agencies and/or cities, **if in their ETJ**; Municipal or other Utility Districts.
- NA 10. **If applicable**, a License Agreement (**If there are private improvements in Public ROW.**)

January 30, 2014

Susan Donley
Schroeder Construction Co. Ltd.
13625 Pond Springs Road, Suite 108
Austin, TX 78729

Re: Avalon Phase 6A - Compliance with the Texas Accessibility Standards

Dear Susan,

This report presents the findings of the on-site inspection for the Avalon Phase 6A Intersection Project for compliance with the Texas Accessibility Standards (TAS).

An inspection of the residential subdivision was conducted on January 30, 2014. The field inspection included the review of existing elements:

- Sidewalks
- Curb Ramps

All of the elements listed above were found to be in compliance with the Texas Accessibility Standards. Attached is the list and location of sidewalk and curb ramps that were inspected.

Please feel free to contact me at (512) 569-1424 or at jel@alturasolutionslp.com to discuss how Altura Solutions can help with your accessibility needs.

Sincerely,



Jesús Lardizábal
President

All existing sidewalks and curb ramps were found to be TAS compliant. Below are the elements inspected for TAS compliance:

- Curb ramps at the intersection of Wearyall Hill Lane and Bridie Path
- Curb ramps at the intersection of Mendips Lane and Bridie Path
- Curb ramps at the intersection of Wearyall Hill Lane and Merlin Court
- Sidewalks along Bridie Path between Moorlynch Avenue and Wearyall Hill Lane



TRV
3 PGS

201400075

PLAT

PLAT RECORDS INDEX SHEET:

SUBDIVISION NAME: Final Plat of Avalon Phase 6A

OWNERS NAME: Pacesetter Homes, LLC

RESUBDIVISION? YES NO

ADDITIONAL RESTRICTIONS / COMMENTS:

Tax Certificate #2014050714

RETURN:

Sarah Sumner (512) 854-7687
Travis County TNR
Interoffice Mail

FILED AND RECORDED

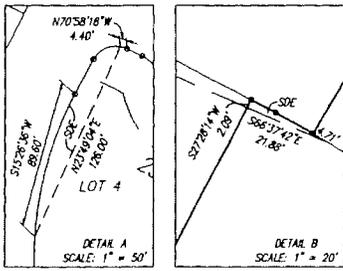
OFFICIAL PUBLIC RECORDS

Apr 10, 2014 08:08 AM 201400075

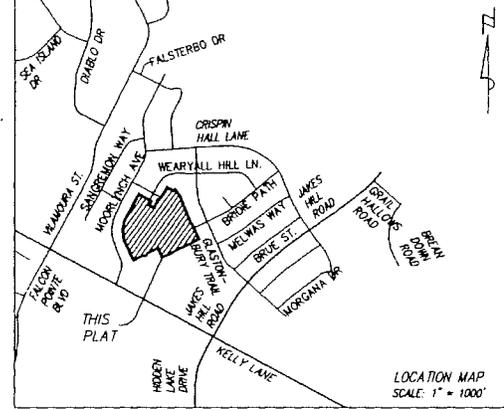
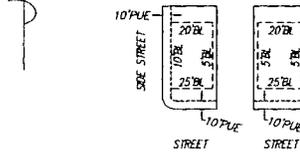
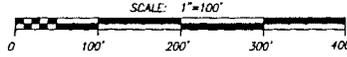
MORALES: \$102.00

Dana DeBeauvoir, County Clerk
Travis County TEXAS

201400075



FINAL PLAT OF
AVALON PHASE 6A
 TRAVIS COUNTY, TEXAS

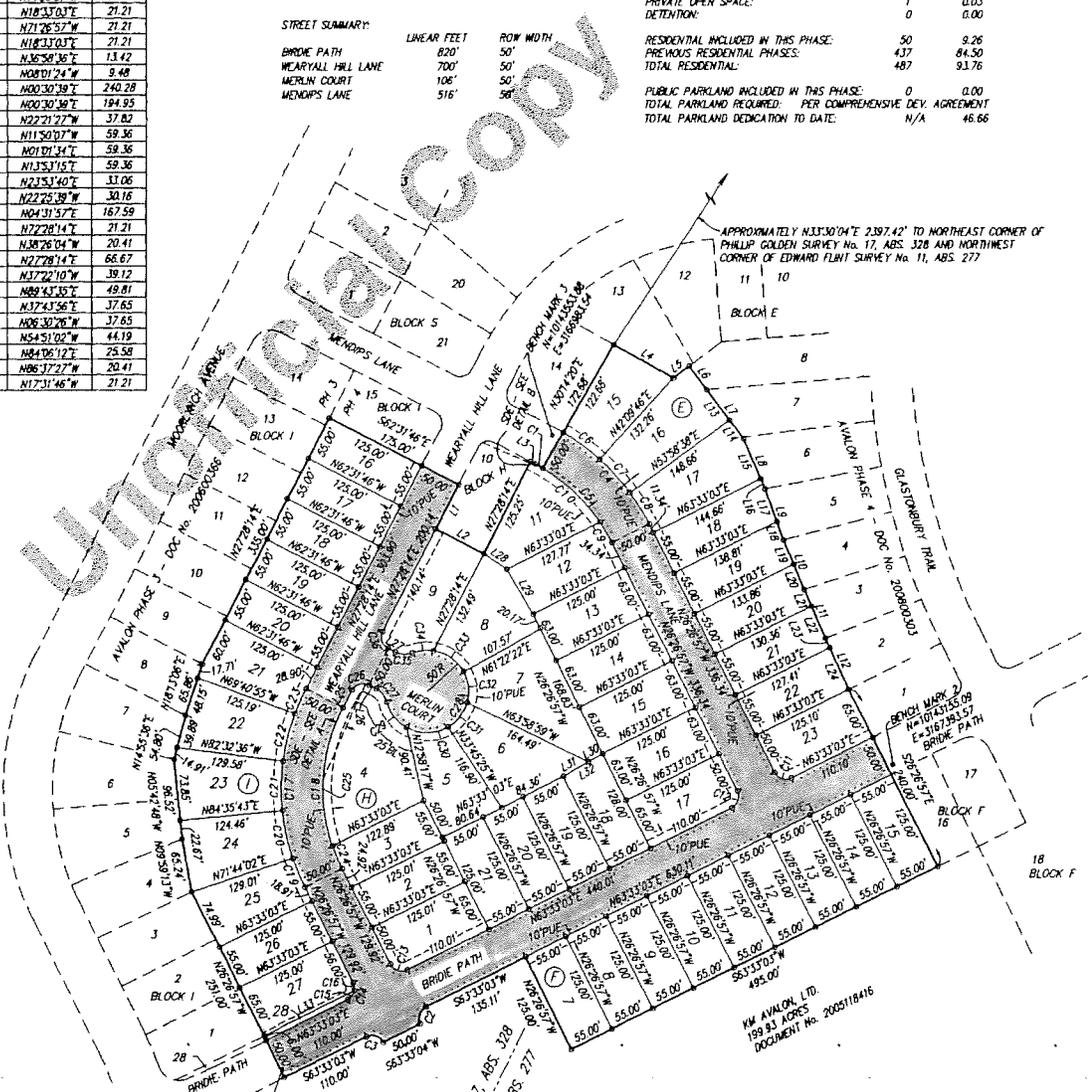


CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD
C1	10.39	215.00	2°46'11"	S61°08'40"E	10.39
C2	23.56	15.00	90°00'00"	S18°33'03"E	21.21
C3	23.56	15.00	90°00'00"	N71°26'57"W	21.21
C4	154.07	265.00	33°18'39"	N43°02'16"W	151.91
C5	125.00	215.00	33°18'39"	N43°02'16"W	123.24
C6	55.14	265.00	11°55'22"	N53°47'55"W	55.04
C7	54.64	265.00	11°48'52"	N41°55'48"W	54.55
C8	44.28	265.00	9°34'26"	N31°14'09"W	44.23
C9	28.75	215.00	7°39'37"	N30°16'45"W	28.72
C10	106.65	215.00	28°25'12"	N48°19'10"W	105.56
C11	23.56	15.00	90°00'00"	N71°26'57"W	21.21
C12	23.56	15.00	90°00'00"	N18°33'03"E	21.21
C13	23.56	15.00	90°00'00"	N71°26'57"W	21.21
C14	23.56	15.00	90°00'00"	N18°33'03"E	21.21
C15	13.91	75.00	53°06'55"	N36°58'36"E	13.42
C16	9.65	15.00	36°51'05"	N00°01'24"W	9.48
C17	249.39	265.00	53°55'11"	N00°30'39"E	240.28
C18	202.33	215.00	53°55'11"	N00°30'39"E	194.95
C19	37.85	265.00	8°10'59"	N22°21'27"W	37.82
C20	58.49	265.00	12°31'41"	N11°50'17"W	58.36
C21	58.49	265.00	12°31'41"	N01°01'34"E	58.36
C22	58.49	265.00	12°31'41"	N13°53'15"E	58.36
C23	33.08	265.00	7°09'09"	N23°53'40"E	33.06
C24	30.19	215.00	8°02'16"	N22°28'39"E	30.16
C25	172.15	215.00	45°32'35"	N04°31'57"E	167.59
C26	23.56	15.00	90°00'00"	N72°28'14"E	21.21
C27	21.03	25.00	48°11'23"	N38°28'14"E	20.41
C28	241.19	50.00	27°12'45"	N72°28'14"E	65.67
C29	40.19	50.00	48°11'23"	N17°22'10"W	39.12
C30	52.14	50.00	58°44'55"	N88°43'15"E	49.81
C31	38.61	50.00	44°14'23"	N17°43'56"E	37.65
C32	38.61	50.00	44°14'23"	N06°30'26"W	37.65
C33	45.77	50.00	52°26'49"	N54°51'02"W	44.19
C34	25.87	50.00	29°38'42"	N84°06'12"E	25.58
C35	21.03	25.00	48°11'23"	N06°31'27"W	20.41
C36	23.56	15.00	90°00'00"	N17°31'46"W	21.21

STREET SUMMARY:			
	LINEAR FEET	ROW WIDTH	
BRIDGE PATH	820'	50'	
WEARYALL HILL LANE	700'	50'	
MERLIN COURT	106'	50'	
MENDIPS LANE	516'	50'	

SUBDIVISION SUMMARY:		LOTS	ACRES
RESIDENTIAL:		50	9.78
NON-RESIDENTIAL:		0	0.00
PRIVATE OPEN SPACE:		1	0.03
DETENTION:		0	0.00
RESIDENTIAL INCLUDED IN THIS PHASE:		50	9.26
PREVIOUS RESIDENTIAL PHASES:		437	84.50
TOTAL RESIDENTIAL:		487	93.76
PUBLIC PARKLAND INCLUDED IN THIS PHASE:		0	0.00
TOTAL PARKLAND REQUIRED: PER COMPREHENSIVE DEV. AGREEMENT			
TOTAL PARKLAND DEDICATION TO DATE:		N/A	46.66

LINE TABLE		
LINE	BEARING	LENGTH
L1	S27°28'14"W	80.00
L2	S62°18'47"E	65.00
L3	S62°11'46"E	6.73
L4	S60°28'16"E	82.08
L5	N53°18'16"E	23.82
L6	S36°43'39"E	35.38
L7	S36°42'58"E	74.57
L8	S27°51'02"E	65.53
L9	S19°36'30"E	65.66
L10	S23°33'43"E	65.08
L11	S23°11'16"E	64.43
L12	S24°10'34"E	67.51
L13	N36°12'59"W	46.26
L14	N36°12'59"W	28.31
L15	N42°31'02"W	52.38
L16	N42°31'02"W	13.15
L17	N19°36'30"W	42.18
L18	N19°36'30"W	23.48
L19	N23°33'45"W	31.76
L20	N23°33'45"W	15.30
L21	N23°11'16"W	21.81
L22	N23°11'16"W	42.62
L23	N24°02'34"W	12.46
L24	N24°02'34"W	55.05
L25	N27°28'14"E	23.76
L26	N62°31'46"W	10.00
L27	N62°31'46"W	10.00
L28	N55°54'26"W	34.04
L29	N30°42'24"W	63.17
L30	N60°25'44"E	20.15
L31	N60°25'44"E	34.94
L32	N60°25'44"E	55.08
L33	N63°33'03"E	122.00



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

SITE DATA:
 11.78 ACRES
 PHILLIP 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 28, BLOCK 1)
 4 BLOCKS
 2,142 LINEAR FEET OF NEW STREETS:

BENCH MARKS
 BENCH MARK 1:
 SQUARE CUT ON TOP OF CURB
 ELEVATION = 660.00 NAVD 88
 BENCH MARK 2:
 SQUARE CUT ON TOP OF CURB
 ELEVATION = 664.89 NAVD 88
 BENCH MARK 3:
 SQUARE CUT ON TOP OF CURB
 ELEVATION = 673.46 NAVD 88

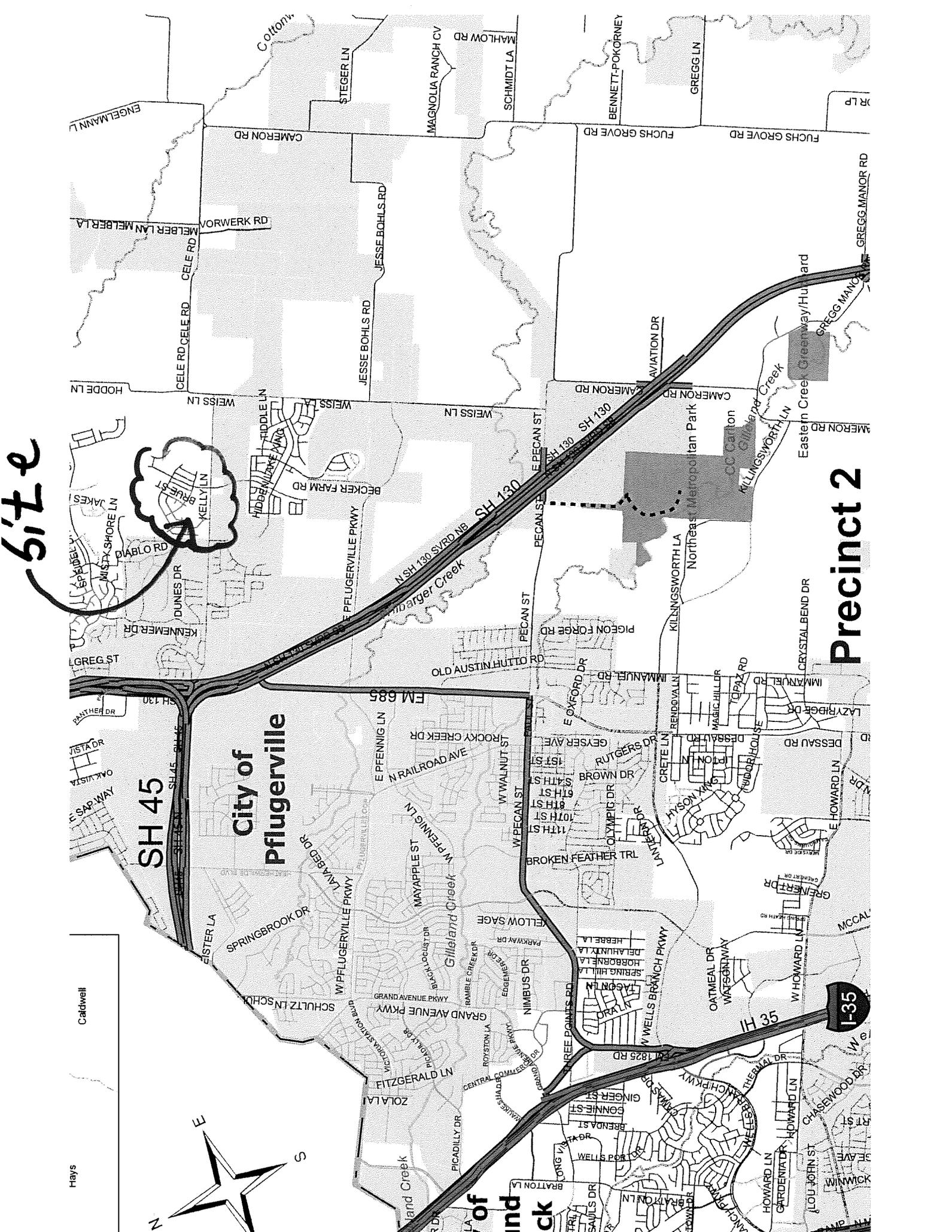
DATE: JAN. 7, 2014 SCALE: 1" = 100'

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

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

bite

Precinct 2

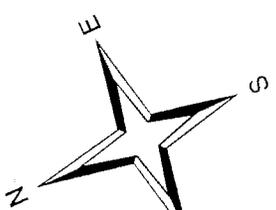


SH 45

City of Pflugerville

SH 130

I-35



Cadwell

Hays

of ind ck

Site Area



WILLIAMSON COUNTY

City of Pflugerville

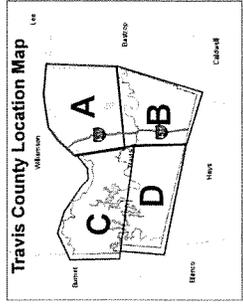
City of Rock

City of Austin

Precinct 2

Precinct 1

Precinct 3



Legend

- Road
- Park
- State Maintained
- Incorporated
- Travis County Maintained
- Not Maintained
- Private
- Rejection of Dedication
- Undedicated, Private
- Railroad
- Water Body
- City Jurisdictions
- Park

2011 Commissioner Precincts

- 1
- 2
- 3

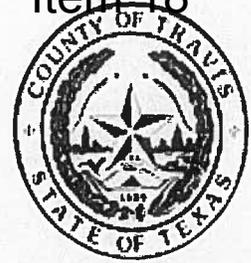
Sources: City of Austin Roads - COA 2013.
 Unincorporated Roads - Travis County 2013, Toll Road - various sources.
 Creeks - NHD 2005, Parks - Travis County 2013, Commissioner Precincts - Travis County Voter Registrar 2011.

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



Travis County Roadways, Map A

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.



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

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

April 22, 2014

MEMORANDUM

TO: Members of the Commissioners Court

FROM: Steven M. Manilla, P.E., County Executive

SUBJECT: Amendment #2 to Braker Lane II Participation Agreement
(FM 973 to Taylor Lane)

Proposed Motion:

Consider and take appropriate action on a request to approve Amendment #2 to Participation Agreement with Club Deal 120 Whisper Valley L.P., for the completion of Braker Lane from FM 973 to Taylor Lane, in Precinct One.

Summary and Staff Recommendation:

In 2007, Travis County entered into Participation Agreements with the developer of Whisper Valley to build Braker Lane, a CAMPO arterial road, between FM 973 and Taylor Lane. The developer is to donate right-of-way and complete engineering design and road construction by certain dates. The county is to use general obligation bond funds from the 2005 bond election to reimburse the developer for 50% of eligible costs of design and construction.

Several other developers entered into similar agreements with the county. Due largely to dismal financial conditions, most of the developers did not meet the deadlines set forth in their Participation Agreements and received Court approval of contract time extensions and other revisions to their agreements. The significant amendments now requested by the Whisper Valley developer include: revising the budget as approved by the Court in October 2013; changing the construction phasing; and, including several non-reimbursable developer expenses. The project completion date will remain the original date of June 30, 2016.

TNR recommends approval of Amendment #2 to the Whisper Valley Participation Agreement so that this important arterial road can be completed before increasing development in the area overwhelms the existing roadway network.

Budgetary and Fiscal Issues

A Participation Agreement was entered into by Club Deal 120 Whisper Valley L.P. (Developer) and the county in 2007. The total project cost was estimated to be \$13 million and the county's maximum participation amount was set at \$6.5 million (50% of total project cost). The recession that began in 2008 made it extremely difficult to obtain traditional financing. The Developer sought and was approved by the City of Austin to create a Planned Unit Development and a Public Improvement District that allowed the sale of bonds to finance the Developer's share of the project cost. The project was initially bid in December 2012. The low bid came in significantly over the budget. A value engineering analysis was performed and the project was rebid in August 2013. The low bid still came in substantially higher than the budgeted amount. A larger project budget was requested by TNR and approved by the Court in October 2013. Amendment #2 revises the Participation Agreement to reflect that change. The Court-approved county funds for the project are now \$10,059,709.00, making the total public-private project budget approximately \$20,119,418.00 for which eligible costs are to be split 50:50 between the Developer and the county unless otherwise agreed to in this amendment. Such exceptions include the Developer's agreement to pay higher shares of Construction Management Services, intersection improvements at Taylor Lane, and construction bid overrun amounts.

The issue of who pays for overruns on the Public-Private Partnerships was discussed by the Court at the October 2013 voting session when a budget increase was approved. The original agreement placed responsibility for all overruns with the Developer, with the option of either paying 100% of the overrun or terminating the project. The Developer indicated that termination would be their option of choice. TNR recommended completing the project for the reasons indicated herein and the Court agreed. The Developer has agreed to pay \$200,000.00 for Taylor Lane intersection improvement costs; 100% of the Construction Manager's engineering task fees; and, 100% of a construction contract bid overrun amount, if one occurs, up to 5% of the total project budget.

Issues and Opportunities:

Whisper Valley is in a part of the SH 130 corridor that will experience intense development in the near future. The 2005 general obligation bond funds committed by the county under this Participation Agreement will help fund construction of Braker Lane, which is the main road passing through the Whisper Valley development.

There are currently 2011 bond funds available to improve Taylor Lane and Blake Manor Road which will help distribute the anticipated traffic volumes and loads coming from and going to this large development.

The Developer has moved forward with the first phase of the project for which original funding is available. However, to complete the two phases of the project, an amendment to the Participation Agreement is needed to reflect the higher approved budget, revised phasing, and revised cost sharing.

The current Participation Agreement, as amended, requires the Developer to complete four new lanes of Braker Lane part way between FM 973 and Taylor Lane and two lanes of temporary roadway to link it to Taylor Lane. The intent of the temporary two lanes was to provide dual access to the Whisper Valley development as home building progresses. The temporary two lane road was anticipated to be used for about two years after which it would be converted to a four lane roadway

matching the Phase 1 construction. To help keep costs down the Developer and TNR propose to avoid the cost of temporary improvements, or the cost of improvements that would need to be partially reconstructed, by eliminating the temporary road altogether. Phase 2 would therefore consist only of extending the four lane configuration to Taylor Lane.

The sole access to Whisper Valley will be from FM 973 until Phase 2 of Braker Lane is completed to Taylor Lane. This single access configuration is temporary and could exist until June 30, 2016 when the connection to Taylor Lane is to be completed. The risk is that FM 973, at the proposed Braker Lane intersection, is within the 100-yr floodplain and as such it could at times be temporarily closed due to flooding. Those that will be directly affected by such a closure will be the residents of any new homes built and occupied in Whisper Valley between the completion of Phase 1 and Phase 2, which is anticipated to be less than a two year period. In the long term, there is area-wide support for improving FM 973 from US 290 at Manor to a point south of the Braker Lane intersection. Such improvement would include minimizing the potential for future road closures due to flooding.

Background:

Braker Lane II project consists of extending Braker Lane approximately 12,650' in multiple phases from FM 973 to Taylor Lane. It is in the 2035 CAMPO plan where it is planned to be a four lane arterial roadway. In July 2005, the Court adopted guidelines for the public/private partnership projects that were to be included in the 2005 bond election. The guidelines state that the Developer must dedicate right-of-way and pay half the cost of a four lane road across property owned or controlled by the Developer.

Required Authorizations:

Tom Nuckols, Chris Gilmore, County Attorney's Office
Jessica Rio, PBO

Attachment:

October 2013 Approved Budget Increase

CC:

Cynthia McDonald, Donna Williams-Jones, and Isabelle Lopez, TNR Financial Services
Allan Miller, Auditors Office
Cyd Grimes, Purchasing Agent

AMENDMENT NUMBER TWO TO

BRAKER LANE (FM 973 TO TAYLOR LANE) ROAD PARTICIPATION AGREEMENT

This Amendment Number Two To Braker Lane (FM 973 To Taylor Lane) Road Participation Agreement ("Amendment") is entered into between Travis County, Texas (the "County") and Club Deal 120 Whisper Valley L.P., a Delaware limited partnership (the "Developer"). The County and the Developer are sometimes hereinafter individually referred to as a "Party" and collectively referred to as the "Parties." Each of the Parties confirms that it has the authority and ability to enter into this Amendment and to perform its obligations under this Amendment without the further approval or consent of any other person or entity.

Recitals

WHEREAS, the County and the Developer entered into that certain Participation Agreement dated November 19, 2007 ("Braker Lane (FM 973 to Taylor Lane) Road Participation Agreement" or the "Agreement") pertaining to the proposed construction of Braker Lane from Farm to Market 973 ("FM 973") to Taylor Lane, specified in the Capital Area Metropolitan Planning Organization 2030 Plan to be a 4-lane divided arterial (as described in the Agreement, the "Project");

WHEREAS, the Agreement establishes the nature and extent of improvements to be constructed, the cost obligations of the respective Parties for the Project, and further provides for the possible termination of the Agreement by the County if certain conditions are not met by the dates specified in the Agreement;

WHEREAS, on or about November 5, 2010, the County and the Developer amended the Agreement by Amendment Number One Braker Lane (FM973 To Taylor Lane) Road Participation Agreement (hereinafter "Amendment Number One") to change certain completion dates for portions of the Project and to make other amendments to the Agreement;

WHEREAS, the Parties desire to amend the Agreement and Amendment Number One through this Amendment Number Two to amend: 1) certain provisions regarding the interim phasing commencement and completion dates; 2) the Project budget; 3) certain provisions regarding the Developer's conveyance of the real property interests for the Project; 4) certain provisions regarding the posting of Fiscal Security; and 5) certain other miscellaneous amendments.

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations and benefits set forth in this Amendment, the Parties agree as follows:

Section 1. Amendments.

- 1.1. Exhibit A (Developers Land) in the November 19, 2007 Agreement is replaced with the Exhibit A appended hereto.

1.2. The fifth recital in the Agreement is deleted in its entirety and substituted with the following:

WHEREAS, the Commissioners Court has allocated from such bond funding, an amount up to Ten Million Fifty Nine Thousand Seven Hundred Nine Dollars (\$10,059,709) as its aggregate participatory share for the necessary public improvements contemplated by the Agreement; and

1.3. Section 1(a)(ii) of the Agreement is deleted in its entirety and substituted with the following:

(ii) Pavement structure with a design life of twenty (20) years based on geotechnical engineering produced by the Project Engineer. The proposed pavement structure, previously approved by the County, consists of 2" D-GR HMA (TY D), 6" D-GR HMA (TY B), 16" Flexible Base, Geogrid reinforcement, placed on 12" Lime Treated Subgrade as detailed in the geotechnical report provided by Raba-Kistner Consultants, dated September 6, 2012. The pavement structure may be modified to other specifications as approved by the Parties.

1.4. Section 1(b) of the Agreement is deleted in its entirety and substituted with the following:

(b) The Project will be constructed as follows:

(i) It is anticipated that the Developer will construct the entire Project in two phases (each phase referred to herein as "Phase"). Such Phases will be constructed at different times as depicted in Exhibit A, as follows:

(A) Phase One – new construction of a four (4) lane divided road beginning at the east side of FM 973, approximately 800 ft. south of the northwest corner of the Developer's Land running in a southeast direction. Phase One New Construction includes both Phase 1A and Phase 1B. Phase 1A ends at the completion point depicted in Exhibit A. Developer is currently paying for Phase One construction with the proceeds of public improvement district bonds issued by the City of Austin. If any proceeds remain unexpended upon completion of Phase 1A, Developer shall use them to pay to construct as much of Phase 1B as possible. The terminus of Phase 1B shall be the terminus of Phase One New Construction.

(B) Phase Two – new construction of a four (4) lane divided road beginning at the terminus of the Phase One New Construction and continuing in a southeast direction to its intersection with Taylor Lane ("Phase Two New Construction"). Phase Two New Construction shall include certain deceleration lanes and turn lanes and signalization at its intersection with Taylor Lane as described in the Traffic Impact Analysis

dated July 29, 2009 Prepared by Bury+Partners, Inc, hereinafter referred to as ("Taylor Lane Intersection Improvements"), it being further understood that Developer shall be solely responsible for the construction costs of the Taylor Lane Intersection Improvements, including those costs charged by the Project Engineer and Project Manager in connection therewith, without contribution or reimbursement from the County but only to the extent the aggregate of such costs do not exceed the sum of Two Hundred Thousand Dollars (\$200,000.00). To the extent the aggregated costs for the Taylor Lane Intersection Improvements exceed the sum of Two Hundred Thousand Dollars (\$200,000.00), any such excess cost shall be equally shared by the Developer and the County. It is further understood by the Parties that the costs of the Taylor Lane Intersection Improvements which exceed Two Hundred Thousand Dollars (\$200,000.00) are included in the new Agreed Limit set out in section 1.12 below.

- 1.5. (C) For Phase One New Construction and Phase Two New Construction, the Developer will construct four (4) lanes of the Project, along with curb and gutter on both sides of each divided two-lane section of the roadway (as agreed upon between the County and developer), a five foot (5') wide bike lane on one side of each divided two-lane section (in a location reasonably acceptable to the County), sidewalks, and drainage facilities necessary to accommodate runoff from the roadway and the upslope of the roadway. Section 1(e)(iii) of the Agreement is deleted in its entirety and substituted with the following:

(iii) For Project Manager Services, as defined below, the Project Manager may be paid or receive no more than four percent (4%) of the actual construction costs incurred under the Construction Contract for the first Thirteen Million Dollars (\$13,000,000) expended thereunder and three percent (3%) of the actual construction costs incurred under the Construction Contract for all sums over Thirteen Million Dollars (\$13,000,000) ("Project Management Fee") and the County will pay or reimburse the Developer fifty percent (50%) of the Project Management Fee. The Developer shall engage the services a Texas Registered Professional Engineer to oversee Construction Phase Services listed on Exhibit E that must be performed by such an engineer. Project Management Fees shall be those incurred by the Project Manger during the construction phases of the Project as are envisioned in Exhibit E, and do not include fees of the Project Manager incurred during the design phase of the Project, it being understood that Project Management Fees incurred during the design phase shall constitute part of Engineering Services and are subject to reimbursement as Engineering Services as set forth herein. Project Management Fees shall exclude all costs of Developer engaging the services of a Texas Registered Professional Engineer to perform any of the Construction Phase Services listed on Exhibit E that must be performed by such an engineer. Developer shall be solely responsible for payment of Construction Phase Service fees as charged by Bury + Partners or Developer's consultant engineer for the performance any of the Construction Phase Services listed on Exhibit E

that must be performed by an engineer, other than materials testing and inspection services.

1.6. Section 2 (a) of the Agreement is deleted in its entirety and substituted with the following:

(a) The Developer shall be responsible for managing development of the Project. The person providing project management services ("Project Manager") may be the Developer or the Developer may contract with the Project Engineer or another person to serve as Developer's agent for providing such services. The County has approved Sheffield Asset Management Company as Project Manager. The Developer shall submit copies of the contract with the Project Manager to the County. The Developer shall obtain from the Project Manager and provide to the County a collateral assignment of the Developer's rights under the contract with the Project Manager in the form attached as **Exhibit D**, which authorizes the County to utilize the services of the Project Manager to complete the Project if the Developer fails to do so as provided in this Agreement.

1.7. Section 3(g) of the Agreement is deleted in its entirety and substituted with the following:

(g) Developer has previously submitted to the County and the County has approved the Final Plans and Specifications for Phase One New Construction of the Project and a detailed summary of the work completed and sums paid by the Developer for the Engineering Services and Deliverables and County has approved and accepted same. The County shall reimburse Developer the amount provided in Section 1(e)(i) incurred to such date pursuant to the procedure set forth in Section 8(g).

1.8. Section 3(h) and (i) of the Agreement are deleted their entirety and substituted with the following:

(h) The County has previously issued the required permits for Phase One New Construction. Final Plans and Specifications for Phase Two New Construction shall be submitted by Developer to the County in a timely manner so as to allow Developer to meet the construction completion dates for those Phases as set forth in Section 8(c). The County shall issue any required permits for Phase Two New Construction within three weeks of the Developer's submittal of Final Plans and Specifications meeting all County standards.

1.9. Section 3(j) of the Agreement is renumbered as Section 3(i) but is otherwise unchanged.

1.10. Section 4(a) of the Agreement is amended so as to reflect that the Designated Representative for the County is Steve Manilla, County Executive, Transportation and Natural Resources Department

1.11. Section 5(a) and (b) of the Agreement are deleted in its entirety and substituted with the following:

Section 5. Real Property Interests.

- (a) The Project shall be constructed in public rights-of-way and/or easements (“Real Property Interests”) conveyed to the County or to another public entity acceptable to the County with a right of entry or license to allow construction of the Project. The Real Property Interests include the stormwater management agreement required under Section 1(c). If the County determines that construction of utilities for Phase Two New Construction needs to commence before construction of the remainder of Phase Two New Construction commences, the Developer shall convey the necessary Real Property interests for that Phase Two New Construction when utility construction is ready to commence. In any event, the Real Property Interests for Phase Two New Construction will occur only after County has approved all Final Plans and Specifications therefor.
- (b) The Parties acknowledge that the Developer has conveyed to the County the Real Property Interests for the Phase One New Construction. For Phase Two New Construction, the Developer shall timely convey or cause to be conveyed to the County all Real Property Interests for Phase Two New Construction in the manner described in section 5(a) above. The Developer shall bear all costs of conveying or acquiring the Real Property Interests that this Agreement obligates it to secure, including but not limited to closing costs, costs of document preparation, surveying, appraisals, title insurance premiums, title curative work, closing costs, and litigation costs. The Parties acknowledge and agree that the County is not responsible for reimbursement to the Developer of any part of the construction cost of Phase 1A, 1B, or Phase Two until such time as Developer has conveyed to the County the Real Property Interests for that Phase.

1.12. Section 6(b) of the Agreement is deleted in its entirety, and the following is substituted in its place:

- (b) The Project shall be bid in two Phases (Phase One New Construction, which has been bid, and Phase Two New Construction). This agreement anticipates the standards and specifications of Phase Two New Construction will be the same as Phase One New Construction. As cross section has been attached as Exhibit B and is representative of the standards. The total cost of all Phases of the Project shall not exceed Twenty Million One Hundred Nineteen Thousand Four Hundred Eighteen Dollars (\$20,119,418), (the “Agreed Limit”) inclusive of all engineering, construction, project management, and inspection and testing fees and expenses. In the event the bids determined by the Developer to be the lowest responsive and responsible for Phase Two New Construction would cause the total cost of all Phases of the Project to exceed the “Agreed Limit, the

County or Developer may decide to reject all bids as excessive and solicit bids a second time. If bids from the initial bid (or second bid if one is done) are rejected as excessive, the Developer or the County may require the Project Engineer, in consultation with the Developer and the County, to modify the Final Plans and Specifications for the Phase employing value engineering principles or other agreed-upon re-scoping of such Final Plans and Specifications in a manner designed to secure a lower bid, while still meeting applicable standards without impairing the functionality of the Project or violating sound engineering principles or practices or applicable legal requirements. The modified Final Plans and Specifications shall be subject to approval by the County and Developer, which approval shall not be unreasonably denied, delayed, or conditioned. Based on the modified Final Plans and Specifications, the Developer shall repeat the bid solicitation in an effort to secure a lower acceptable bid. If the second bid solicitation fails to produce an acceptable bid not causing the total cost of all Phases of the Project to exceed the Agreed Limit, either the Parties may mutually agree to repeat the bid solicitation and value engineering and re-scoping process until an acceptable bid is received, or Developer shall construct Phase Two New Construction and pay one hundred percent (100%) of the amount by which the lowest responsive and responsible bid causes the total cost of all Phases to exceed the Agreed Limit without reimbursement by the County so long as the amount exceeding the Agreed Limit is within five percent (5%) of the Agreed Limit. If the amount of the lowest responsive and responsible bid for Phase Two New Construction would result in the total cost exceeding the Agreed Limit by an amount greater than five percent (5%) and the Parties have not mutually agreed to re-bid after further value engineering, either of the Parties may elect to terminate this Agreement without further recourse, save and except any Project costs accrued prior to termination shall be paid as set forth in this Agreement.. Any deadline in this Agreement affected by a value engineering, re-scoping and rebidding process shall be extended by the amount of time required for that process. Payment to the Project Engineer, if any, for value engineering and resulting changes to the construction documents, shall be subject to approval by the County and the Developer, which approval shall not be unreasonably denied, delayed, or conditioned.

- 1.13. Section 8(a) is deleted in its entirety, and the following is substituted in its place:

Section 8. Construction of Project.

(a) The Developer will:

- (i) cause to be conveyed or dedicated all the Real Property interests owned or controlled by the Developer including, if necessary, the stormwater management agreement under Section 1(c) for each Phase prior to the County being obligated to make any reimbursement payment to

Developer for construction of any portion of that Phase but after County approval of the Final Plans and Specifications for that Phase;

- (ii) execute the Construction Contracts for Phase One New Construction and Phase Two New Construction;
- (iii) submit to the County payment and performance bonds, insurance certificates, collateral assignments, and all other documents required to be submitted under this Agreement in connection with the particular Phase of the Project;
- (iv) provide the County with a letter from Developer's bond trustee or financial institution in a form acceptable to the County, such letter affirming that Developer has bond funds or other funds sufficient to cover the Developer's non-reimbursable costs under Section 1(e) to secure Developer's obligations for construction of the particular Phase of the Project ("**Fiscal Security**");

1.14. Section 8(c) is deleted in its entirety, and the following is substituted in its place:

- (c) The Parties concur that Phase One New Construction commenced with the Notice To Proceed issued to the Contractor on November 13, 2013.

Subject to force majeure events and satisfaction of all conditions in this Agreement, upon the completion of Phase One New Construction, Developer will diligently seek the issuance of additional Public Improvement District bonds to fund the construction of Phase Two New Construction from the current Public Improvement District encompassing Developer's property.

The Developer shall cause all of the Project to be completed and accepted by the County on or before June 30, 2016. Notwithstanding anything to the contrary, if the Developer fails to comply with the dates or other requirements set forth in this section (and such failure is not the result of the County's failure to timely approve plans, permits, construction draws or conduct inspections), but the Developer is under construction on Phase Two and Developer has funding in place for completion of the Project, then Developer and County staff will recommend to the County Commissioners Court a reasonable extension of time to complete the Project. Such extension, if granted by the County Commissioners Court will be memorialized in an Amendment to this Agreement. Otherwise, the County may terminate this Agreement and reallocate any unencumbered County bond funding for the Project to other County projects, save and except any funds due to Developer for work completed prior to termination so long as Developer has timely submitted documentation supporting such amounts due. If the County terminates this Agreement pursuant to this Section 8(c), the County shall be deemed to have elected not to complete the Project and will have no obligation to pay any amount under this Agreement,

save and except any amounts owed to the Developer under this Agreement prior to the County's termination.

1.15. Section 11(a) of the Agreement is modified so as to raise the retainage on payments attributable to the Construction Contract from five percent (5%) to ten percent (10%).

1.16. Section 13(a) of the Agreement is deleted in its entirety, and the following is substituted in its place:

Section 13. County Completion of Project.

(a) If the Developer begins, but does not diligently pursue timely completion of, construction of any Phase of the Project materially in accordance with this Agreement for any reason, the County has the right, but not the obligation, to complete the construction of that particular Phase of the Project, either pursuant to the Construction Contract and the collateral assignments or otherwise. Before exercising this right, the County will send the Developer written notice specifying the deficiency in the Developer's performance and the actions required to cure the deficiency. If the Developer does not cure the deficiency within sixty (60) days (or such time as reasonably may be required to cure the deficiency provided the Developer promptly begins, and diligently pursues, such cure), the County may proceed with construction of the Phase of the Project.

1.17. Section 14 of the Agreement is revised to replace the County's Designated Representative to:

Steve Manilla
County Executive, TNR
P.O. Box 1748
Austin, Texas 78767

and to reflect the correct address for additional notice to:

Greg Hudson
Hudson & O'Leary LLP
1010 MoPac Circle, Suite 201
Austin, Texas 78746

and delete delivery of notices to:

Taurus of Texas Holdings, LP
c/o Douglas Gilliland
9285 Huntington Square
North Richland Hills, Texas 76182

- 1.18. The seventh recital in Amendment Number One is revised to replace the reference to the "Executive Manager of the Transportation and Natural Resource Department" with "County Executive, Transportation and Natural Resources Department.
- 1.19. Sections 1.3, 1.4, 1.5 and 1.6 of Amendment Number One are hereby deleted and superseded by the provisions contained in this Amendment.

Section 2. Miscellaneous.

- 2.1 Capitalized terms used in this Amendment that are not specifically defined in this Amendment have the meanings specified in the Agreement.
- 2.2 Except as otherwise set forth in this Amendment, the Agreement and Amendment Number One will remain in full force and effect in accordance with their original terms and be binding on the Parties and their respective heirs, executors, administrators, successors, and assigns.
- 2.3 This Amendment may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same Amendment.
- 2.4 A telecopied facsimile of a duly executed counterpart of this Amendment will be sufficient to evidence the binding agreement of each party to the terms of this Amendment. However, the Parties each agree to promptly return an original, duly executed counterpart of this Amendment following the delivery of a telecopied facsimile.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment in multiple copies, each of equal dignity, and the Amendment will be effective as of the later date set forth below (the "Effective Date").

COUNTY:

Samuel T. Biscoe, County Judge

Date: _____

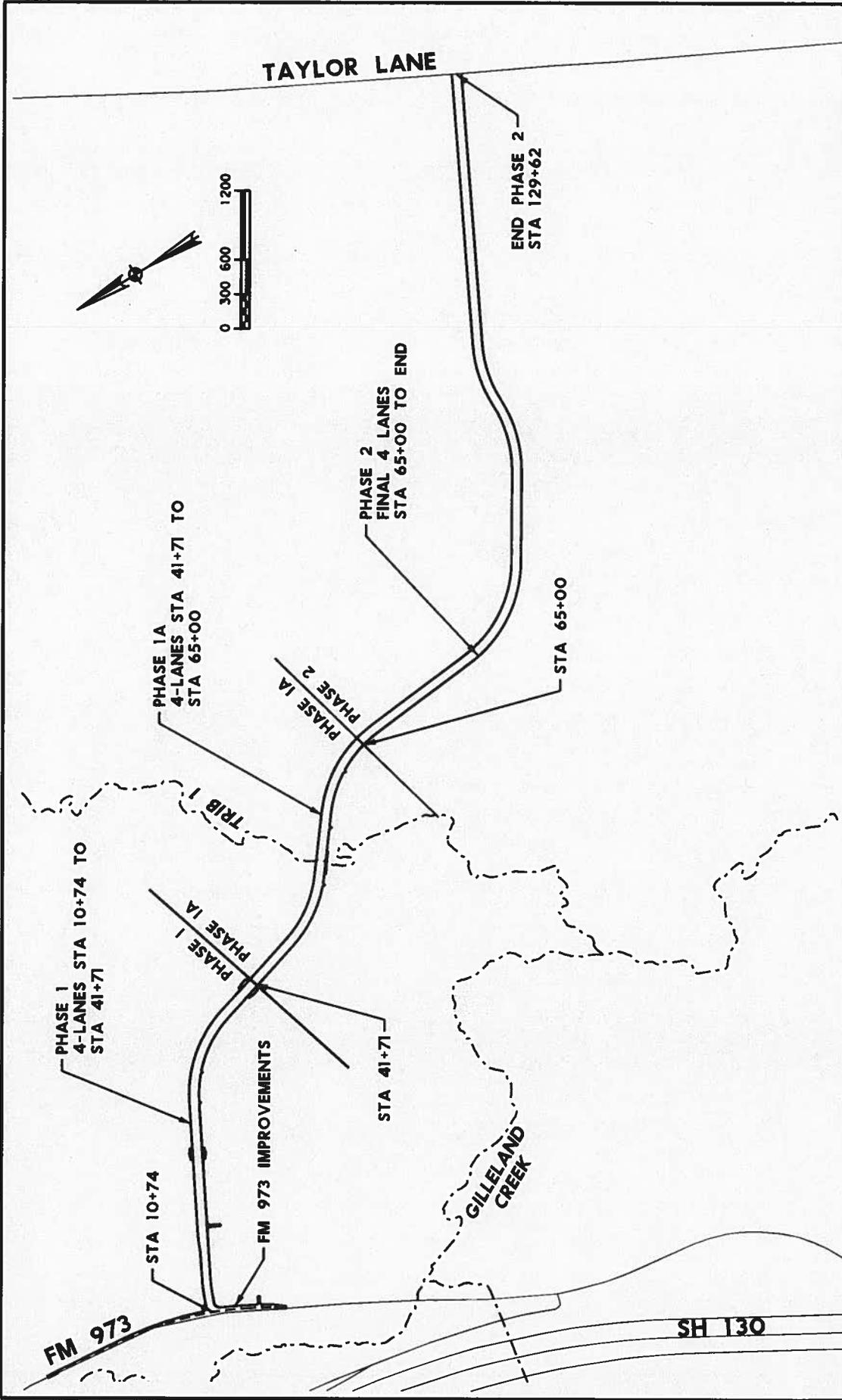
DEVELOPER:

Club Deal 120 Whisper Valley, L.P.
a Delaware limited partnership

By: _____, LLC,
a Delaware limited liability company,
its general partner

By: _____
Douglas H. Gilliland,
Managing Member

Date: _____



**BRAKER LANE EXTENSION
EXHIBIT A**

BURY

221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel: (512) 328-0011 Fax: (512) 328-0025
Toll Free: 1-800-392-6343
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Travis County Commissioners Court Agenda Request

Meeting Date: April 29, 2014, 9:00AM Voting Session

Prepared By/Phone Number: Janice Rosemond, Auditor's Office, 854-8824

Elected/Appointed Official/Dept. Head: Nicki Riley, Travis County Auditor

Commissioners Court Sponsors: Commissioner Daugherty and
Commissioner Davis

AGENDA LANGUAGE: Receive fiscal year 2013 financial audit reports
for Emergency Services Districts 4, 9, 12 and 14

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attachments

STAFF RECOMMENDATIONS:

Please approve

ISSUES AND OPPORTUNITIES:

None

FISCAL IMPACT AND SOURCE OF FUNDING:

None

REQUIRED AUTHORIZATIONS:

Auditor's Office	Nicki Riley, 854-9125
Commissioner Pct 1 Office	Ron Davis, 854-9111
Commissioner Pct 3 Office	Gerald Daugherty, 854-9333

TRAVIS COUNTY
AUDITOR'S OFFICE

NICKI RILEY, CPA
COUNTY AUDITOR



TRAVIS COUNTY
ADMINISTRATION BUILDING
P.O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9125
FAX: (512) 854-9164

To: Commissioners Court
From: *KM* Kathryn Madden, Financial Audit Manager
Date: April 17, 2014
Re: ESD Audit Reports

Texas Health and Safety Code, Chapter 775.082 requires all Emergency Services Districts to submit an audit report to the Commissioners Court by June 1st of each year. The following ESDs have submitted their audited financial statements to the County for fiscal year 2013.

We have reviewed the attached audit reports and are placing them on the agenda to be formally received by the Commissioners Court. We have included an agenda request for the reports listed below.

<u>Emergency Services District</u>	<u>Precinct</u>	<u>Fiscal Year</u>
No. 4	1 & 3	2013
No. 9	3	2013
No. 12	1	2013
No. 14	3	2013

Please do not hesitate to call me at ext. 49125 if you have any questions.

Travis County
Emergency Service District #4
Financial Statements
September 30, 2013

RECEIVED

2014 MAR -6 AM 9:59

TRAVIS COUNTY
AUDITORS OFFICE

Travis County Emergency
Services District No. 4
Financial Statements
September 30, 2013

Travis County Emergency Services District No. 4
For the Year ending September 30, 2013

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Medack & Oltmann, LLP

Certified Public Accountants

JAMES E. MEDACK, CPA
jmedack@bluebon.net

MELODI J. OLTMANN, CPA
melodi@centexcpas.com

MEMBERS
American Institute of
Certified Public Accountants
Texas Society of
Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

To the Board of Commissioners
Travis County Emergency Services District No. 4

We have audited the accompanying financial statements of the governmental activities, and each major fund, of Travis County Emergency Services District No. 4, as of and for the year ended September 30, 2013, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment including the assessment of the risks of material misstatements of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, and each major fund, of Travis County Emergency Services District No. 4, as of September 30, 2013, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 3 through 9 and 25 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Medack & Oltmann, LLP

Medack & Oltmann, LLP
January 28, 2014

Travis County Emergency Services District #4

Management's Discussion and Analysis (MD&A)

For the Year Ending September 30, 2013

The purpose of the Management's Discussion and Analysis (the "MD&A") is to give the readers an objective and easily, readable analysis of the financial activities of Travis County Emergency Services District #4 (the "District") for the year ending September 30, 2013. The analysis is based on currently know facts, decisions, or economic conditions. It presents short and long-term analysis of the District's activities, compares current year results with those of the prior year, and discusses the positive and negative aspects of that comparison. Governmental Accounting Standards Board (GASB) Statement No. 34 establishes the content of the minimum requirements for the MD&A. Please read the MD&A in conjunction with the District's financial statements, which follow this section.

Financial Highlights

- Total Net Assets equaled \$4,111,349
 - Invested in Capital Assets, net of related debt \$2,120,556
 - Unrestricted Net Assets \$ 1,990,793
- Total Fund Expenditures were \$3,131,230 while Revenue was \$2,579,183 resulting in a (Deficiency) of Revenue over Expenditures of \$(552,047).
- The District entered into a loan agreement with Regions Bank for \$385,000 the proceeds of which are to be used in part for the remodel project of one of it's stations. This note bears an interest rate of 2.79%.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: **1) Government-wide financial statements; 2) Fund financial statements and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.**

Government-Wide Financial Statements

The government-wide financial statements report information about the District as a whole, using accounting methods similar to those used by private-sector companies. The statement of net assets includes all the government's assets and liabilities, reported using the full accrual basis of accounting. The statement of activities accounts for all of the current year's revenues and expenses, regardless of when cash is received or paid.

Fund Financial Statements

The fund financial statements provide more detailed information about the District's general fund. Travis County ESD 4 has a General Fund and a Capital Projects Fund.

Travis County ESD 4 Management's Discussion and Analysis

Using this Annual Report

As mentioned previously, this annual report consists of a series of financial statements. GASB Statement No. 34 provides that for governments engaged in a single government program, the fund financial statements and the government-wide statements may be combined.

The District presents the governmental funds in the first column. The next column is an adjustment column which reconciles the amounts reported in the first column to indicate how each line item would change when reported on the full-accrual basis of accounting. The last column of these combination statements shows the amounts that normally would appear in the government-wide statements. For governmental activities, this last column tells us how these services were financed in the short term as well as what remains for future spending.

Reporting the District as a Whole

The District and a simple financial question, "is the District better off or worse off as a result of the year's activities"?

The 1) Statement of Net Assets and 2) Statement of Activities present information about the District as a whole and its activities in a way that helps to answer this question. These statements (as reported in the last column of each of the statements) include all of the District's assets and liabilities, utilizing the accrual basis of accounting.

The two Combined Fund and Government-wide statements report the District's net assets and how they have changed. Net assets; the difference between the District's assets and liabilities, is one way to measure the financial health of the District. Over time, increases or decreases in the District's net assets are an indicator of whether its financial health is improving or deteriorating. To assess the overall health of the District, one needs to consider other non-financial factors such as changes in the District's property tax base, sales tax base and condition of facilities and equipment.

The statement of activities presents information showing how the District's net assets changed during the most recent twelve-month period. All changes in net assets are reported as soon as the change occurs, regardless of the timing of related cash flows. Thus revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods.

Both of these reports identify functions of the District that are principally supported by grants and government revenues. The principal government activities of Travis County ESD 4 are:

- ❖ Fire Suppression and Rescue activities
- ❖ Emergency Medical Services
- ❖ Code Enforcement and Public Education
- ❖ Fire Academy – Training and Certification of future first responders

The District currently has no business-type activities.

Reporting the District's Governmental Funds

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District (ESD #4), like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund statements focus on near-term inflows and outflows of spend-able resources available at the end of the fiscal year. Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare that information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements.

All of the District's basic services are reported in governmental funds which focus on how money flows into and out of those funds and the balances left at year end that are available for spending. These funds are reported using an accounting method called Modified Accrual Accounting which measures cash and all other financial assets that can be readily converted to cash. The governmental fund statements provide a detailed short term view of the District's general government operations and the basic services it provides. Governmental fund information helps determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs. The relationship (or differences) between governmental activities (reported in the Statement of Net Assets and the Statement of Activities) and governmental funds is described in the adjustments column of the financial statements and in Note 12 of the financial statements.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes can be found after the financial statements within this report.

Travis County ESD 4
 Management's Discussion and Analysis

The District as a Whole

Governmental activities decreased the District's net assets by \$ 211,141. Our analysis below focuses on the net assets (Table 1) and the changes in net assets (Table 2) of the District's governmental activities:

**Table 1
 Governmental Activities
 Net Assets**

Assets	9/30/2012	9/30/2013
Current Assets	2,127,824	2,147,082
Other Assets	250	35,250
Capital Assets	2,306,717	2,505,556
Total Assets	4,434,791	4,687,888
Liabilities		
Current Liabilities	112,301	226,539
Long-Term Liabilities	-	350,000
Total Liabilities	\$ 112,301	576,539
Net Assets		
Invested in capital assets, net of related debt	2,306,717	2,120,556
Restricted	-	-
Unrestricted	2,015,773	1,990,793
Total Net Assets	\$ 4,322,490	4,111,349

Overall this represents a year to year decrease of 4.88 % in Net Assets.

Travis County ESD 4
Management's Discussion and Analysis

Table 2
Changes in Net Assets

Expenditures	<u>9/30/2012</u>	<u>9/30/2013</u>
Apparatus	109,573	98,748
Equipment	226,971	59,297
Communications	36,353	49,437
EMS	21,211	7,172
Insurance	145,632	153,714
Training	48,982	38,715
Stations	110,556	100,643
District Office	29,414	38,049
Personnel	2,115,582	2,004,214
Administrative	85,743	116,240
Miscellaneous	1,480	1,754
Miscellaneous	-	-
Capital Outlay	-	-
Depreciation Expense	124,070	166,447
Debt Service:	-	-
Principal	-	-
Interest	-	-
Total Expenditures	<u>\$ 3,055,567</u>	<u>\$ 2,834,430</u>
Program Revenues		
Fire Academy	96,000	96,000
Sub Total	<u>\$ 96,000</u>	<u>\$ 96,000</u>
Net Program expense (Income)	<u>\$ 2,959,567</u>	<u>\$ 2,738,430</u>
General Revenues		
Property Taxes	1,430,455	1,394,819
Sales Taxes	758,605	954,038
Interest	8,662	12,949
Miscellaneous Income	8,307	41,929
FEMA Grant/Matching Funds	163,486	46,750
Contract Services	20,000	33,367
	-	-
Total General Revenues	<u>\$ 2,389,515</u>	<u>\$ 2,483,852</u>
Gain on Disposal of Assets	<u>\$ -</u>	<u>\$ 43,437</u>
Change in Net Assets	<u>\$ (570,052)</u>	<u>\$ (211,141)</u>
Fund Balance/Net Assets Beginning of year	4,892,542	4,322,490
Fund Balance/Net Assets End of year	<u>4,322,490</u>	<u>4,111,349</u>

Travis County ESD 4 Management's Discussion and Analysis

Budgetary Highlights

The District's annual budget process includes a very thorough estimate of projected annual revenues (income) and expenditures (expenses). The Board of Commissioners, Fire Chief and Officers of the District conduct meetings in the month of August, to prepare the annual budget. The following items are reviewed and published only after very careful consideration of the estimated projections:

- ❖ Estimates of Ad Valorem tax (property taxes) income are provided by the Travis County Tax Appraiser's office. That estimate, combined with an estimate of historical collection rates for the District is used with the proposed tax rate to estimate the amount of revenue that can be realistically collected and used for the District's operations.
- ❖ Estimates of Sales Tax income are provided by the State of Texas Comptroller's office. That estimate combined with a historical collection rate for the District is used to realistically determine an amount that can be collected and fund the District's operations.
- ❖ Grant income is provided by Travis County to fund the Travis County ESD 4 Fire Academy and is based on proposed commitments by this donor and are planned accordingly.
- ❖ Interest income from available unrestricted cash reserves are estimated based on input from banking representatives from Merrill Lynch on the amount of interest that can be reasonably expected through the District's investment policy.
- ❖ The liquidation (sale) of used assets such as vehicles or other higher value assets may or may not be noted as part of the annual income. This depends in large part on the value of the asset and the amount of income that can be reasonably expected based on the market value of the asset at the time of sale. Historically, the District has not relied on this item as a reliable source of income for budgetary planning.

In each budget process, the District's proposed expenses and revenues are projected by line item. Critical to this estimate is the growth or loss in assessed valuation of the District's service area, and the resulting growth or loss of revenue from Ad Valorem property and Sales Tax. The estimates of the growth or loss of revenue producing property in the District's service area has historically been very accurate due to the hard work and diligence of the District's Fire Chief and the Board of Commissioners.

Personnel costs (wages, taxes and insurance) represent approximately 70% of overall expenditures and constitute the single greatest management challenge to the District considering the legislative cap on the tax rate an Emergency Services District can levy (10 cents on the \$100 dollar valuation). The need for expanded services, equipment or desire to pay competitive wages must be tempered by the tax cap in the current and future budget planning periods.

Throughout the year the District's Board of Commissioners vote on and approve minor changes to the planned budget through budget amendments. Historically, the District's board does not make numerous line item changes to the planned budget, instead they monitor the expenditures very closely and make budgetary amendment decisions based on overall impact to the budget plan and amend only as necessary. Overall, this approach results in a more stable annual budget to actual expenditures picture. Budget to actual expenditures, both income and expense are reviewed monthly in planned public meetings.

The District's 2013 Planned Budget (including amendments as recorded)

The District's FY 9/30/2013 budget resulted in actual revenue of \$ 2,579,183

The District's FY 9/30/2013 budget resulted in actual expenditures of \$ 3,131,230

Total District Excess (Deficiency) of Revenues over Expenditures was (\$ 552,047)

Variance with Final Budget Favorable (Unfavorable) \$ 29,076

Travis County ESD 4
 Management's Discussion and Analysis

Capital Asset and Debt Administration

Capital Assets:

At the end of the fiscal year FY 09/30/2013, capital assets are as follows:

	<u>09/30/2012</u>	<u>09/30/2013</u>
Capital Assets - Please see Note 5		
Governmental Activities:		
Capital assets not being depreciated:		
Land	\$ 134,064	\$ 324,645
Total capital assets not being depreciated:	<u>134,064</u>	<u>324,645</u>
Capital assets being depreciated:		
Vehicles	1,411,693	1,155,615
Equipment	189,973	206,337
Buildings and Structures	1,655,977	1,655,977
Construction in Progress		32,872
Total Capital Assets being depreciated:	<u>3,257,643</u>	<u>3,050,801</u>
Less accumulated depreciation for:		
Vehicles	719,179	454,161
Equipment	124,561	131,641
Buildings and Structures	241,250	284,088
Total accumulated depreciation	<u>1,084,990</u>	<u>869,890</u>
Total capital assets, being depreciated, net	<u>2,172,653</u>	<u>2,180,911</u>
Government activities capital assets, net	<u>2,306,717</u>	<u>2,505,556</u>

Depreciation was charged to the governmental activities of \$166,447

	<u>09/30/2012</u>	<u>09/30/2013</u>
Long-Term Debt - Please see Note 6		
Governmental Activities	Due within 1 yr	Due within 1 yr
Regions Bank	\$ -	\$ 35,000
Compensated Absences	37,686	36,288
Total Governmental Activities	<u>\$ 37,686</u>	<u>\$ 71,288</u>

Travis County ESD 4 Management's Discussion and Analysis

Organization

Travis County ESD 4 (TCESD 4) is a combination fire department with 29 firefighters, 1 field medical officer, and 2 part-time office administrators. Furthermore, TCESD 4 maintains a volunteer force of 24 cadets in its Fire/EMT academy. TCESD 4 is responsible for providing emergency services to approximately 22,054 citizens in our communities from three fire stations. During 2011, the TCESD 4 fire department responded to over 1500 emergency incidents.

Furthermore, TCESD 4 implements a strategy which includes a proactive approach to improving community safety through services such as: the Central Texas Wildfire Heat program, the CPR Anytime program, and Safety Education in Schools program. TCESD 4 also implements an emergency response plan to manage and mitigate all medical, hazardous materials, vehicle rescue, Swiftwater rescue, wilderness rescue, and fire suppression emergencies.

Financial

Fiscally, the TCESD 4 organization operates on ad valorem and sales tax revenues. This revenue stream supports the implementation of the fiscal year maintenance and operations budget. Additionally, the TCESD 4 Board of Commissioners apply a lasting policy of not appropriating long-term encumbrances; i.e., bonds, loans or leases, in order to maintain, zero debt. The TCESD 4 Board of Commissioners also employ a fiscal strategy of investing wisely and appropriating spending conservatively to retain revenues and minimize negative impacts on annual budgets, due to economic downturns. Projected ad valorem tax revenues in 2011 were sustained as defined in the annual budget, while sales tax revenues began to increase above projections.

Capital Expense

In 2011, TCESD 4 began the renovation and expansion of Fire Station 401 located at 14312 Hunters Bend Rd. This station was built during the 1980's to staff an all-volunteer force responding into small rural subdivisions. Today, the station is situated in a fast growing suburban community with an ever-increasing population which drives increased emergency response needs. The renovation and expansion expense will be encumbered from capital expense revenues, without incurring any debt. The station is projected to be completed during May 2012.

Grants

The TCESD 4 fire department received a grant of \$96,000 from Travis County Social Services to conduct a Firefighter and EMT-B Academy. 2011 marked the 11th year of the successful completion of the academy program. This unique program recruits a diverse group of young adults from throughout Travis County and provides them an opportunity to become state certified and enter into the fire service profession. Additionally, TCESD 4 received a grant for \$5950 from the Texas Forest Service in support of the TCESD 4 Academy.

TCESD 4 submitted documentation to the Fire Management Assistance Grant (FMAG) program through Travis County Homeland Security for 75% reimbursement of approximately \$18,000 in costs incurred to support mitigation of the Labor Day Wildfires in western Travis County.

Annexations

There are no projected annexations of TCESD 4 territory forecasted in the City of Austin municipal annexation plan which would have a negative impact on revenues and affect the districts' ability to continue providing effective emergency services.

Conclusion

The TCESD 4 organization will continue seeking partnerships with the City of Austin Fire Department and adjoining ESD's to positively affect the combined emergency response standard of coverage capabilities through automatic aid agreements, and which also provide an opportunity to garner and implement fiscal efficiencies. Congruently, the TCESD 4 Board of Commissioners is resolute in monitoring available revenues and expenditures, and will continue to seek alternate sources of funding to offset encumbrances on the annual budget.

Requests for Information

This financial report is designed to provide a general overview of the District's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to:

**Travis County Emergency Services District # 4
Attn: Fire Chief – Florencio Soliz**

**11800 N. Lamar Blvd. – Suite #4B
Austin, TX 78753**

Phone: ESD #4 District Office 512-836-7566

E-mail: ESD #4 District Office tcfcesd4@austinrr.com

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT FOUR
 GOVERNMENTAL FUNDS BALANCE SHEET AND
 STATEMENT OF NET ASSETS
 SEPTEMBER 30, 2013

	General Fund	Capital Project Fund	Total	Adjustments (Note 12)	Statement of Net Assets
ASSETS					
Cash	\$ 1,469,260	\$ 350,000	\$ 1,819,260	\$ -	\$ 1,819,260
Investments	-	-	-	-	-
Property Taxes Receivable	74,162	-	74,162	-	74,162
Accounts Receivable-Other	158,844	-	158,844	-	158,844
Due from Other Governments	93,216	-	93,216	-	93,216
Prepaid Expenses	1,600	-	1,600	-	1,600
Security Deposits	250	-	250	-	250
Unamortized Debt Issue Costs	-	-	-	35,000	35,000
Capital Assets (net of accumulated depreciation)	-	-	-	2,505,556	2,505,556
TOTAL ASSETS	\$ 1,797,332	\$ 350,000	\$ 2,147,332	\$ 2,540,556	\$ 4,687,888
LIABILITIES					
Payroll Liabilities Payable	\$ 55,864	\$ -	\$ 55,864	\$ -	\$ 55,864
Accounts Payable	99,387	-	99,387	-	99,387
Deferred Revenues	74,162	-	74,162	(74,162)	-
Long-term liabilities	-	-	-	-	-
Due within one year	-	-	-	71,288	71,288
Due after one year	-	-	-	350,000	350,000
TOTAL LIABILITIES	229,413	-	229,413	347,126	576,539
FUND BALANCES/NET ASSETS					
Fund balances:					
Nonspendable - Prepaid Expenses	1,600	-	1,600	(1,600)	-
Restricted - Construction Project	24,305	350,000	374,305	(374,305)	-
Unassigned	1,542,014	-	1,542,014	(1,542,014)	-
Total fund balances	1,567,919	350,000	1,917,919	(1,917,919)	-
Total liabilities and fund balances	\$ 1,797,332	\$ 350,000	\$ 2,147,332		
Net assets:					
Invested in capital assets, net of related debt				2,120,556	2,120,556
Restricted				-	-
Unrestricted				1,990,793	1,990,793
Total net assets				<u>4,111,349</u>	<u>\$ 4,111,349</u>

See Accompanying Notes to the Financial Statements

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT FOUR
GOVERNMENTAL FUND REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES AND STATEMENT OF ACTIVITIES
FOR THE YEAR ENDING SEPTEMBER 30, 2013

EXPENDITURES/EXPENSES	General Fund	Capital Projects Fund	Total	Adjustments (Note 12)	Statement of Activities
Apparatus	\$ 98,748	\$	\$ 98,748	\$ -	\$ 98,748
Equipment	59,297		59,297	-	59,297
Communications	49,437		49,437	-	49,437
EMS	7,172		7,172	-	7,172
Insurance	153,714		153,714	-	153,714
Training	38,715		38,715	-	38,715
Stations	100,643		100,643	-	100,643
District Office	38,049		38,049	-	38,049
Personnel	2,005,612		2,005,612	(1,398)	2,004,214
Administrative	116,240		116,240	-	116,240
Miscellaneous	1,754		1,754	-	1,754
Capital Outlay	461,849		461,849	(461,849)	-
Debt Issue Costs	-	35,000	35,000	(35,000)	-
Amortization of Debt Issue Costs	-	-	-	-	-
Depreciation Expense	-	-	-	166,447	166,447
Total expenditures/expenses	<u>3,131,230</u>	<u>35,000</u>	<u>3,166,230</u>	<u>(331,800)</u>	<u>2,834,430</u>
PROGRAM REVENUES					
Charges for services:					
Fire Academy	96,000	-	96,000	-	96,000
Net program expense (income)					<u>2,738,430</u>
GENERAL REVENUES					
Property Taxes	1,394,150		1,394,150	669	1,394,819
Sales Taxes	954,038		954,038	-	954,038
Interest	12,949		12,949	-	12,949
Miscellaneous Income	41,929		41,929	-	41,929
Grants	46,750		46,750	-	46,750
Contract Services	33,367		33,367	-	33,367
Total general revenues	<u>2,483,183</u>	<u>-</u>	<u>2,483,183</u>	<u>669</u>	<u>2,483,852</u>
Excess (Deficiency) of revenues over expenditures	(552,047)	(35,000)	(587,047)	587,047	
OTHER SOURCES/USES					
Financing Proceeds	-	385,000	385,000	(385,000)	-
Proceeds from sale of assets	140,000	-	140,000	(140,000)	-
Gain on disposal of assets	-	-	-	43,437	43,437
Excess of Revenues and Other Sources over Expenditures	<u>140,000</u>	<u>385,000</u>	<u>525,000</u>	<u>(481,563)</u>	<u>43,437</u>
Net change in fund balances	<u>(412,047)</u>	<u>350,000</u>	<u>(62,047)</u>	62,047	-
Change in net assets				<u>(211,141)</u>	<u>(211,141)</u>
Fund Balance/Net Assets					
Beginning of the year	<u>1,979,966</u>	<u>-</u>	<u>1,979,966</u>	<u>2,342,524</u>	<u>4,322,490</u>
End of the year	<u>\$ 1,567,919</u>	<u>\$ 350,000</u>	<u>\$ 1,917,919</u>	<u>\$ 2,193,430</u>	<u>\$ 4,111,349</u>

See Accompanying Notes to the Financial Statements

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT FOUR
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDING SEPTEMBER 30, 2013

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements for the District have been prepared in accordance with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the standard-setting body for governmental accounting and financial reporting. The GASB periodically updates its codification of the existing Governmental Accounting and Financial Reporting Standards which, along with subsequent GASB pronouncements (Statements and Interpretations), constitutes GAAP for governmental units. More significant of these accounting policies are described below.

REPORTING ENTITY

The Travis County Emergency Services District No. 4 (the District) was created by Article III, Section 48-d of the Constitution of Texas to protect life and property from fire and to conserve natural and human resources.

In evaluating how to define the government, for financial reporting purposes, management has considered all potential component units. The decision to include a potential component unit in the reporting entity was made by applying the criteria set forth in GAAP. The basic - but not the only - criterion for including a potential component unit with the reporting entity is the governing body's ability to exercise oversight responsibility. The most significant manifestation of this ability is financial interdependency. Other manifestations of the ability to exercise oversight responsibility include, but are not limited to, the selection of governing authority, the designation of management, the ability to significantly influence operations, and accountability for fiscal matters. A second criterion used in evaluating potential component units is the scope of public service. Application of this criterion involves considering whether the activity benefits the government and/or its citizens, or whether the activity is conducted within the geographic boundaries of the government and is generally available to its citizens. A third criterion used to evaluate potential component units for inclusion or exclusion from the reporting entity is the existence of special financing relationships, regardless of whether the government is able to exercise oversight responsibilities. Based upon the application of these criteria, no potential component units appear to exist.

BASIS OF PRESENTATION

Basic Financial Statements

Basic Financial Statements and Management Discussion and Analysis for State and Local Governments set forth minimum criteria for the determination of major funds based on a percentage of the assets, liabilities, revenues or expenditures/expenses or either fund category or governmental and enterprise combined. Due to the fund structure of the District, all funds have been classified as major funds. As a part of this Statement, there is a reporting requirement regarding the local government's infrastructure (road, bridges, etc.). The District does not own any infrastructure assets and therefore is unaffected by this requirement.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT FOUR
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDING SEPTEMBER 30, 2013

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

The basic financial statements include both government-wide (based on the District as a whole) and fund financial statements. The reporting model focus is on either the District as a whole or major individual funds (within the fund financial statements). In the government-wide Statement of Net Assets, both the governmental and business-type activities columns are presented on a consolidated basis by column, and are reflected on a full accrual, economic resources basis, which incorporated long-term assets and receivables as well as long-term debt and obligations. The District does not have any business-type activities.

The government-wide Statement of Activities reflects both the gross and net cost per functional category which are otherwise being supported by general government revenues. The Statement of Activities reduces gross expenses (including depreciation) by related program revenues, operating and capital grants. The program revenues must be directly associated with the function.

The net cost by function is normally covered by general revenues (intergovernmental revenues, interest income, etc). Historically, the previous model did not summarize or present net cost by function or activity. The District does not currently employ indirect cost allocation systems.

The government-wide focus is more on the sustainability of the District as an entity and the change in aggregate financial position resulting from the activities of the fiscal period. The fund financial statements are similar to the financial statements presented in the previous accounting model.

The governmental fund statements are presented on a current financial resource and modified accrual basis of accounting. This presentation is deemed appropriate to (a) demonstrate legal compliance, (b) demonstrate the source and use of liquid resources, and (c) demonstrate how the District's actual experience conforms to the budget or fiscal plan.

GASB provides that for governments engaged in a single governmental program, the fund financial statements and the government-wide statements may be combined. The District presents the general fund in the first column. The next column is an adjustments column. It reconciles the amounts reported in the governmental funds to show how each would change when reported on the full-accrual basis of accounting. The last column of these combination statements shows the amounts that normally would appear in the government-wide statements.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT FOUR
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDING SEPTEMBER 30, 2013

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

BASIS OF ACCOUNTING

Basis of accounting refers to the point at which revenues or expenditures/expenses are recognized in the accounts and reported in the financial statements. It relates to the timing of the measurements made, regardless of the measurement focus applied.

The government-wide financial statements are presented on an accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used. Revenues, expenses, gains, losses, assets, and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place.

Governmental fund financial statements are reported using the current financial resources measurement focus and are accounted for using the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual; i.e., when they become both measurable and available. "Measurable" means the amount of the transaction can be determined and "available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. The District considers all revenues as available if they are collected within 60 days after year-end. Expenditures are recorded when the related fund liability is incurred.

In applying the "susceptible to accrual" concept to intergovernmental revenues pursuant to GASB Statement #33, the provider should recognize liabilities and expenses and the recipient should recognize receivables and revenues when the applicable eligibility requirements including time requirements, are met. Resources transmitted before the eligibility requirements are met, under most circumstances, should be reported as advances by the provider and deferred revenue by the recipient.

BUDGETS

The District follows these procedures in establishing the budget reflected in the financial statements:

1. Prior to the beginning of each fiscal year, the District prepares a budget. The operating budget includes proposed expenditures and the means of financing those expenditures and is prepared in accordance with the basis of accounting utilized by that fund.
2. Public meetings are conducted at which all interested persons' comments concerning the budget are heard. After such meetings, the Board of Commissioners formally adopts the budget through passage of an ordinance.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT FOUR
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDING SEPTEMBER 30, 2013

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

3. The District amends the budget throughout the year approving such additional expenses. The amended budget is used in presenting the Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual.
4. During the current year, it was noted that some funds had expenditures in excess of revenues. These differences were compensated for with an accumulation of prior years' surpluses.
5. All annual appropriations lapse at fiscal year end.

CAPITAL ASSETS

The accounting treatment over property, plant, and equipment (capital assets) depends on whether the assets are reported in the government-wide or fund financial statements.

Government-wide Statements

In the government-wide financial statements, fixed assets are accounted for as capital assets. Property, plant and equipment purchased or acquired is carried at historical cost or estimated historical cost. Contributed assets are recorded at the fair market value as of the date received. Additions, improvements and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred. The capitalization policy, i.e. the dollar value above which asset acquisitions are added to the capital accounts, is \$ 5,000.

Depreciation of all exhaustible capital assets is recorded as an allocated expense in the Statement of Activities, with accumulated depreciation reflected in the Statement of Net Assets. Depreciation on all assets is provided on the straight-line basis over the estimated useful lives with no salvage value. The range of estimated useful lives by type of asset is as follows:

Buildings and Structures	40 years
Vehicles	7-20 years
Other Equipment	10-20 years

The Department does not own any infrastructure assets.

Fund Financial Statements

In the fund financial statements, capital assets are accounted for as capital outlay expenditures of the governmental fund upon acquisitions.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT FOUR
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDING SEPTEMBER 30, 2013

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

EQUITY CLASSIFICATIONS

Government-wide Statements

Equity is classified as net assets and displayed in three components:

- a. Invested in capital assets, net of related debt – Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.
- b. Restricted net assets – Consists of net assets with constraints placed on the use either by (1) external groups such as creditors, grantors, contributors, or laws or regulation of other government; or (2) law through constitutional provisions or enabling legislation.
- c. Unrestricted net assets – All other net assets that do not meet the definition of “restricted” or “invested in capital assets, net of related debt.”

Fund Statements

Governmental fund equity is classified as fund balance. Fund balance is further classified as non-spendable or spendable with spendable being further classified into restricted, committed, assigned or unassigned.

COMPENSATED ABSENCES

The District's policies regarding vacation time permit employees to accumulate earned but unused vacation leave. As of the year end, the liability for accrued vacation reflects that time earned by the employees in the current year. However, all of this time must be taken by the end of the subsequent year or it will be lost.

RISK MANAGEMENT

The District is exposed to various risks of losses related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The District purchases its insurance from regular commercial companies. As of September 30, 2013, no claims or losses have been incurred that were not covered by insurance. Management believes such coverage is sufficient to preclude any significant uninsured losses to the District. Claims have not exceeded this insurance coverage in any of the past three fiscal years.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT FOUR
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDING SEPTEMBER 30, 2013

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

PROGRAM REVENUES

The District considers program revenues as revenues that (1) originate from the program or from parties other than the government's taxpayers or citizens as a whole and (2) reduce the expenses of the function that has to be financed by general revenues. Revenues of this type can originate from a governmental source, but the proceeds are a charge for services or products produced by a government agency, where that agency is considered a vendor within the market place. Additionally, program revenues are fees charged by the government agency that are used to support a specific operation of that governmental unit. The District reports revenues from its fire academy as program revenues.

USE OF ESTIMATES

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities as of the date of the financial statements and the reported amounts of income and expenses during the period. Operating results in the future could vary from the amounts derived from management's estimates.

NOTE 2: DEPOSITS AND INVESTMENTS

Deposits

Deposits for the District are being held by Wells Fargo Bank in interest-bearing accounts. As of year end, deposits with Wells Fargo exceeded FDIC coverage by \$1,572,557 this excess was fully secured by pledged securities consisting of US Government securities of \$1,931,078(Category 2). At September 30, 2013, the carrying amount of the District's deposits was \$1,819,260, and the bank balance was \$1,822,557.

The collateral pledged is represented by specific identifiable investment securities and classified as to credit risk by the three categories described below:

- Category 1 -Insured or collateralized with securities held by the District or its agent in the District's name.
- Category 2 -Collateralized with securities held by the pledging financial institution's trust department or agent in the District's name.
- Category 3 -Uncollateralized, including any bank balance that is collateralized or by its trust department or agent but not in the District's name.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT FOUR
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDING SEPTEMBER 30, 2013

NOTE 3: ACCOUNTS RECEIVABLE

Accounts receivable as of September 30, 2013, consist of:

Revenue Rescue	\$ 8,844
Travis County ESD #12	10,000
Brindlee Mountain Fire	<u>140,000</u>
Total	<u>\$ 158,844</u>

NOTE 4: DUE FROM OTHER GOVERNMENTS

This consists of sales tax collected but not yet remitted.

State Comptroller – Sales Tax	\$ 93,216
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NOTE 5: CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2013, was as follows:

	Balance 10/01/12	Additions/ Completions	Retirements/ Adjustments	Balance 09/30/2013
Governmental Activities:				
Capital assets not being depreciated:				
Land	134,064	190,581	-	324,645
Total capital assets not being depreciated	<u>134,064</u>	<u>190,581</u>	<u>-</u>	<u>324,645</u>
Capital assets, being depreciated				
Vehicles	1,411,693	222,032	(478,110)	1,155,615
Equipment	189,973	16,364	-	206,337
Buildings and Structures	1,655,977	-	-	1,655,977
Construction-in-Progress	-	32,872	-	32,872
Total capital assets being depreciated	<u>3,257,643</u>	<u>271,268</u>	<u>(478,110)</u>	<u>3,050,801</u>
Less accumulated depreciation for:				
Vehicles	719,179	116,529	(381,547)	454,161
Equipment	124,561	7,080	-	131,641
Buildings and Structures	241,250	42,838	-	284,088
Total accumulated depreciation	<u>1,084,990</u>	<u>166,447</u>	<u>(381,547)</u>	<u>869,890</u>
Total capital assets, being depreciated, net	<u>2,172,653</u>	<u>104,821</u>	<u>(96,563)</u>	<u>2,180,911</u>
Governmental activities capital assets, net	<u>2,306,717</u>	<u>295,402</u>	<u>(96,563)</u>	<u>2,505,556</u>

Depreciation was charged to the governmental activities of \$ 166,447.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT FOUR
 NOTES TO THE FINANCIAL STATEMENTS
 FOR THE YEAR ENDING SEPTEMBER 30, 2013

NOTE 6: LONG-TERM DEBT

The District entered into a loan agreement with Regions Bank for \$385,000 the proceeds of which are to be used in part for the remodel project of one of its stations. This note bears an interest rate of 2.79% with annual payments of principal and interest having a maturity date of February 15, 2023. This note may be prepaid only on February 15, 2015, with 15 days written notice.

Transactions for the year ended September 30, 2013, are summarized as follows:

	Balance October 1	Additions	Reductions	Balance September 30	Due within one year
<u>Governmental Activities</u>					
Regions Bank	\$ -0-	385,000	-0-	385,000	35,000
Compensated Absences	37,686	-0-	1,398	36,288	36,288
Total Governmental Activities	\$ 37,686	\$ 385,000	\$ 1,398	\$ 421,288	\$ 71,288

Debt service requirements to maturity for the District's notes payable are summarized as follow:

Fiscal Year	Principal	Interest	Total Requirement
2014	\$ 35,000	\$ 9,090	\$ 44,090
2015	35,000	9,277	44,277
2016	35,000	8,300	43,300
2016	37,000	7,296	44,296
2017	38,000	6,250	44,250
Thereafter	205,000	14,577	219,577
Total	\$ 385,000	\$ 54,790	\$ 439,790

NOTE 7: PROPERTY TAXES

The District has contracted with the Travis County Tax Assessor Collector to bill and collect its property tax. The District's property tax is levied each October 1 on the assessed value listed as of the prior January 1 for all real and business personal property located in the District. The assessed value of the roll as of January 1, 2012, upon which the 2012 levy was based, was \$1,393,659,662 as certified by the Travis Central Appraisal District.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT FOUR
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDING SEPTEMBER 30, 2013

NOTE 7: PROPERTY TAXES (continued)

Taxes are due by January 31 following the October 1 levy date. On February 1 of each year, a tax lien attaches to the property. The total 2012 levy was \$ 1,393,660 and the tax rate was \$ 0.10 per \$100 assessed valuation.

NOTE 8: OPERATING LEASES

In addition to the capital lease, the District also has entered into certain operating lease agreements. Such lease agreements are for administrative offices and a fire station. These leases are generally fixed and are not subject to increase without renegotiating agreements. The amount expended for these leases for the year ending September 30, 2013, was \$ 36,957.

NOTE 9: COMMITMENTS

The District has entered into an agreement with the City of Austin for its dispatching services with the fee structure based upon projected calls. For the year ending September 30, 2013, the District's fee for these services was \$ 30,024.

The District has also entered into a contract with Travis County to train and improve fire response by increasing the number of trained volunteers. It is also designed to create a career path opportunity for individuals, particularly low income and minorities. Terms of these contracts are:

Travis County	(October 1, 2012 through September 30, 2013)	\$ 96,000
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The District entered into a lease/purchase agreement on September 12, 2013, totaling \$737,000 for the purchase of 2 new fire trucks. As of year-end, these vehicles had not been placed in service as they were still being constructed. The District expects to place these vehicles in service in 2014.

NOTE 10: FUND BALANCE CLASSIFICATION

The District complies with GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, which establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds. Those fund balance classifications are described below.

Nonspendable - Amounts that cannot be spent because they are either not in a spendable form or are legally or contractually required to be maintained intact.

Restricted - Amounts that can be spent only for specific purposes because of constraints imposed by external providers, or imposed by constitutional provisions or enabling legislation.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT FOUR
 NOTES TO THE FINANCIAL STATEMENTS
 FOR THE YEAR ENDING SEPTEMBER 30, 2013

NOTE 10: FUND BALANCE CLASSIFICATION (continued)

Committed - Amounts that can only be used for specific purposes pursuant to approval by formal action by the Board.

Assigned - For the General Fund, amounts that are appropriated by the Board or Board designee that are to be used for specific purposes. For all other governmental funds, any remaining positive amounts not previously classified as non-spendable, restricted or committed.

Unassigned - Amounts that are available for any purpose; these amounts can be reported only in the District's General Fund.

The detail of the fund balance is included in the Governmental Fund Balance Sheet on page 12.

As of September 30, 2013, the District has not adopted a minimum fund balance policy.

NOTE 11: ANNEXATION OF DISTRICT LAND BY THE CITY OF AUSTIN

The City of Austin has the right to annex property within the District which could in the future result in a reduction of the total value of property within the District and therefore a reduction in the total tax revenue to be collected. For the year ending September 30, 2013, there were no plans by the City to annex property.

NOTE 12: EXPLANATION OF DIFFERENCES BETWEEN GOVERNMENTAL FUND
 AND GOVERNMENT-WIDE STATEMENTS

Differences between the Governmental Fund Balance Sheet and the Statement of Net Assets:

The differences (as reflected in the adjustments column) primarily result from the long-term economic resources focus of the statement of net assets versus the current financial resources focus of the governmental fund balance sheet.

Debt issue costs are amortized over the life of the debt.

Unamortized debt issue costs	\$ 35,000
------------------------------	-----------

When capital assets (land, buildings, equipment) that are to be used in governmental activities are purchased or constructed, the costs of those assets are reported as expenditures in governmental funds. However, the statement of net assets includes those capital assets among the assets of the District as a whole.

Cost of capital assets	\$ 3,375,446
Accumulated Depreciation	<u>(869,890)</u>
	<u>\$ 2,505,556</u>

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT FOUR
 NOTES TO THE FINANCIAL STATEMENTS
 FOR THE YEAR ENDING SEPTEMBER 30, 2013

NOTE 12: EXPLANATION OF DIFFERENCES BETWEEN GOVERNMENTAL FUND
 AND GOVERNMENT-WIDE STATEMENTS (continued)

Taxes receivable are offset by deferred revenues in the governmental funds and thus are not included in fund balance.

	Deferred revenue	\$ (74,162)
--	------------------	-------------

Long-term liabilities applicable to the district's governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities. All liabilities – both current and long-term—are reported in the statement of net assets.

	Due within one year	\$ 71,288
	Due after one year	350,000

Differences between the Governmental Fund Operating Statement and the Statement of Net Activities:

The differences (as reflected in the adjustments column) arise primarily from the long-term economic resources focus of the statement of activities versus the current financial resources focus of the governmental funds.

Some expenses reporting in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.

	Adjustment for Compensated Leave	\$ (1,398)
--	----------------------------------	------------

When capital assets that are to be used in governmental activities are purchased or constructed, the resources expended for those assets are reported as expenditures in governmental funds. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.

	Capital outlay	\$ (461,849)
	Depreciation Expense	166,447

The issuance of long-term debt provides current financial resources to the governmental fund and has no effect on net assets. Also, governmental funds report the effect of issuance costs when debt is first issued, whereas the amount are deferred and amortized over the life of the note in the statement of activities.

	Debt Issue Costs	(35,000)
	Proceeds from Debt	(\$385,000)

Because some property taxes will not be collected for several months after the district's year end, they are not considered as "available" revenues in the governmental funds.

	Adjustment for property taxes collected after year-end	\$ 669
--	--	--------

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT FOUR
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDING SEPTEMBER 30, 2013

NOTE 12: EXPLANATION OF DIFFERENCES BETWEEN GOVERNMENTAL FUND
AND GOVERNMENT-WIDE STATEMENTS (continued)

In the statement of activities, only the net gain/(loss) on the sale of equipment is reported, whereas in the governmental funds, only the gross proceeds from the sale increase financial resources. Thus, the change in net assets differs from the change in fund balance by the cost of the equipment less any accumulated depreciation.

Gain from disposal of equipment	\$	43,437
Proceeds from sale of assets		(140,000)

NOTE 13: CONTRACTUAL AGREEMENTS

The District has entered into an agreement with an adjoining ESD for Fire Chief and administrative services. The District will receive payment for these services totaling \$2,500 per month. For the year ending September 30, 2013, the total amount received was \$30,000.

NOTE 14: EMPLOYEE BENEFITS

The District, due to increasing health care costs, has established a Health Reimbursement Arrangement for its employees. Under this plan an employee is eligible who works at least 30 hours per week, for more than one day and is eligible to participate and is enrolled in the District's group health insurance plan. The plan allows the employee to be reimbursed for medical costs that exceed their deductible of \$1,500 for each member or family member covered by the District's health plan up to a maximum of \$1,500 for single coverage and \$4,500 for family coverage. Amounts not used by year end lapse there is no carryover of unused benefits.

As of September 30, 2013, the District reimbursed \$3,000 to its employees.

NOTE 15: GRANTS

The District received several grants from the Texas Forest Service and local organizations in support of District programs, totaling \$19,250.

The District also received a grant from the Lower Colorado River Authority totaling \$25,000 which can only be used for specified items on its Station 404 remodel project.

NOTE 16: DATE OF MANAGEMENT'S REVIEW

Management has evaluated subsequent events through the date of the auditor's report, the date the financial statements were available to be issued.

Required Supplemental Information

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT FOUR
GENERAL FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
FOR THE YEAR ENDING SEPTEMBER 30, 2013

	BUDGETED AMOUNTS			VARIANCE WITH FINAL BUDGET FAVORABLE (UNFAVORABLE)
	ORIGINAL	FINAL	ACTUAL AMOUNTS	
REVENUES:				
Property Taxes	\$ 1,397,930	\$ 1,397,930	\$ 1,394,150	(3,780)
Sales Taxes	735,000	735,000	954,038	219,038
Interest	4,000	4,000	12,949	8,949
Miscellaneous Income	-	-	41,929	41,929
Fire Academy	96,000	96,000	96,000	-
Grants	20,000	45,000	46,750	1,750
Revenue Rescue	16,000	16,000	-	(16,000)
Contract Services	50,000	50,000	33,367	(16,633)
TOTAL REVENUES	\$ 2,318,930	\$ 2,343,930	\$ 2,579,183	235,253
EXPENDITURES:				
Apparatus	\$ 85,000	\$ 85,000	\$ 98,748	(13,748)
Equipment	25,500	25,500	59,297	(33,797)
Communications	58,000	58,000	49,437	8,563
EMS	17,540	27,540	7,172	20,368
Insurance	208,820	208,820	153,714	55,106
Training	24,500	24,500	38,715	(14,215)
Stations	95,150	95,150	100,643	(5,493)
District Office	10,200	10,200	38,049	(27,849)
Personnel	1,801,714	1,897,693	2,005,612	(107,919)
Administrative	78,844	105,844	116,240	(10,396)
Miscellaneous	-	-	1,754	(1,754)
Capital Outlay	-	386,806	461,849	(75,043)
Debt Service:				
Principal	-	-	-	-
Interest	-	-	-	-
TOTAL EXPENDITURES	\$ 2,405,268	\$ 2,925,053	\$ 3,131,230	(206,177)
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	\$ (86,338)	\$ (581,123)	\$ (552,047)	29,076
Other financing sources (uses)				
Proceeds from sale of asset			140,000	
Total other financing sources (uses)			-	
FUND BALANCE:				
Beginning of year			1,979,966	
End of year			\$ 1,567,919	



Travis County Emergency
Services District No. Nine
Financial Statements
September 30, 2013

Travis County Emergency Services District No. Nine
For the year ending September 30, 2013

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Medack & Oltmann, LLP

Certified Public Accountants

JAMES E. MEDACK, CPA
jmedack@bluebon.net

MELODI J. OLTMANN, CPA
melodi@centexcpas.com

MEMBERS
American Institute of
Certified Public Accountants
Texas Society of
Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

To the Board of Commissioners
Travis County Emergency Services District No. 9

We have audited the accompanying financial statements of the governmental activities, and each major fund, of Travis County Emergency Services District No. 9, as of and for the year ended September 30, 2013, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment including the assessment of the risks of material misstatements of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

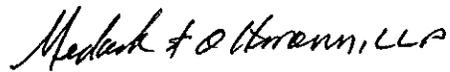
Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, and each major fund, of Travis County Emergency Services District No. 9, as of September 30, 2013, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 3 through 10 and 31 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.



Medack & Oltmann, LLP
January 27, 2014



WESTLAKE FIRE DEPARTMENT

Travis County ESD #9
1301 S. Capital of Texas Hwy, Bldg B, Suite 123
Austin, TX 78746

Headquarters 512-539-3400
Facsimile 512-327-2780
P O Box 162170 Austin, TX 78716-2170

This section of the Travis County ESD No.9 (Westlake Fire Department) annual financial report presents our discussion and analysis of the Department's overall financial performance during the twelve-month period ended September 30, 2013. Please read this overview in conjunction with the Department's financial statements, which follow this section.

Travis County Emergency Services District No. 9 was created to address the growing needs of the District in fire protection and primary emergency medical care. The Department protects a community of approximately 15,000 citizens and covers approximately 15 square miles and serves the cities of Rollingwood, West Lake Hills, and unincorporated areas of Rolling Hills West, Westwood, Lost Creek, Camelot, Rob Roy, St. Stephens, Rivercrest and Riverhills.

Travis County ESD No. 9 is a combination Department consisting of over 30 career professionals. These professionals provide services in the following areas: structural fire suppression, wildland fire fighting, EMS first response services, vehicle rescue, and technical rescues: (including water, rope, and other specialized rescues).

The Department operates two fire stations located at 1295 South Capital of Texas Hwy and 1109 Westlake Dr in Austin, Texas.

Financial Highlights

- The District set the tax rate at \$0.0845 per \$100 of assessed valuation.
- The Total Net Assets at the close of the most recent period were \$5,373,083.
- The District paid Debt Service in the amount of \$142,355.
- During the year, the General Funds Total Expenses were \$135,015 more than the \$4,392,478 generated in revenues from taxes, contract revenues, and fees.
- The District entered into a contract to purchase two new brush trucks for \$277,195 from committed reserve funds in FY 2014.
- The District purchased an office suite/training room for \$570,415 including remodeling and buildout costs. The District will reimburse itself from proceeds from a bond sale in FY 2013/14.
- The District continued to offer employees the option of Copay or Health Savings Account (H S A) Medical Insurance Plans.

Using This Annual Report:

This annual report consists of a series of financial statements. GASB Statement No. 34 provides that for governments engaged in a single governmental program, the fund financial statements and the government-wide statements may be combined. The District presents the governmental funds in the first two columns and a total in the third column. The next column is an adjustments column, reconciling the amounts reported in the governmental funds to show how each would change when reported on the full-accrual basis of accounting. The last column of these combination statements shows the amounts that normally would appear in the government-wide statements. For governmental activities, this last column tells how these services were financed in the short term as well as what remains for future spending. Fund financial statements report the District's operations in more detail than the government-wide statements by providing information about the District's most significant funds.

Reporting the Department as a Whole

One of the questions that can be asked about the Department's finances is, "Is the Department better off or worse off as a result of the year's activities?" The Statement of Net Assets and the Statement of Activities present information about the Department as a whole and its activities in a way that helps answer this question. These statements (as reported in the last column of each of the statements) include all of the Department's assets and liabilities, utilizing the accrual basis of accounting which is similar to the accounting used by most private sector companies. All of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two columns report the Department's net assets and changes in them. The difference between assets and liabilities, net assets, are one way to measure the Department's financial health. Over time, increases or decreases in net assets may serve as a useful indicator of whether the financial position of the Department is improving or deteriorating. However, other non-financial factors such as changes in the Department's property tax base and the condition of the Department's equipment and facilities must also be considered in an assessment of the overall financial health of the Department.

The statement of activities presents information showing how the Department's net assets changed during the most recent twelve-month period. All changes in net assets are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods.

Both of the government-wide financial statements distinguish functions of the Department that are principally supported by grants and government revenues. The government activities of the Department include Fire Suppression, Rescue Activities,

Emergency Medical Services, Code Enforcement, and Public Education. The Department currently has no business-type activities.

Reporting the District's Governmental Funds

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Department, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare that information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Reporting the Department's Most Significant Funds

The columns reporting the fund activity (as explained in more detail in the first section of this report) provide detailed information about the most significant funds, not the Department as a whole. Some funds are required to be established by State law and by bond covenants, however, the Department establishes many other funds to help in control and manage money for particular purposes or to show that it is meeting its legal responsibilities for using certain taxes, grants, and other money.

Most of the Department's basic services are reported in governmental funds which focus on how money flows into and out of those funds and the balances left at year end that are available for spending. These funds are reported using an accounting method called Modified Accrual accounting which measures cash and all other financial assets that can be readily converted to cash. The governmental fund statements provide a detailed short term view of the Department's general government operations and the basic services it provides. Governmental fund information helps determine whether there are more or fewer financial resources that can be spent in the near future to finance the Department's programs. The relationship (or differences) between governmental activities (reported in the Statement of Net Assets and the Statement of

Activities) and governmental funds is described in the adjustments column of the financial statements and in Note 14 to the financial statements.

The District as a Whole

Governmental activities increased the Department's net assets by \$172,268. Our analysis below focuses on the net assets (Table 1) and the changes in net assets (Table 2) of the Department's governmental activities:

**Table 1
Governmental Activities
Net Assets**

Assets	<u>9/30/12</u>	<u>9/30/13</u>
Current Assets	\$ 3,980,145	\$ 3,922,232
Other Assets	61,946	56,637
Capital Assets	<u>2,773,649</u>	<u>3,053,050</u>
Total Assets	<u>\$ 6,815,740</u>	<u>\$ 7,031,919</u>
 Liabilities		
Current Liabilities	\$ 79,569	\$ 154,544
Long-Term Liabilities	<u>1,535,356</u>	<u>1,504,292</u>
Total Liabilities	<u>\$ 1,614,925</u>	<u>\$ 1,658,836</u>
 Net Assets:		
Invested in Capital Assets, net of related debt	1,503,649	\$ 1,868,050
Restricted	-	41,149
Unrestricted	<u>3,697,166</u>	<u>3,463,884</u>
Total Net Assets	<u>\$ 5,200,815</u>	<u>\$ 5,373,083</u>

Table 2
Changes in Net Assets

	<u>9/30/12</u>	<u>9/30/13</u>
Revenues:		
Ad Valorem Taxes	\$ 4,413,096	\$ 4,475,203
Penalties & Interest on Taxes	19,931	21,851
Interest	5,377	4,439
Contract Revenues	78,127	17,848
Miscellaneous Income	<u>24,286</u>	<u>17,320</u>
Total Revenues	4,540,817	4,536,691
Expenses:		
Board of Commissioner Expenditures	154,723	147,527
Personnel Costs	3,420,646	3,258,495
Station Facilities & Fixtures	76,133	72,130
Vehicles	118,812	100,521
Support Equipment	27,590	61,453
Training & Travel	40,966	37,404
Clothing	46,306	25,714
Recruiting & Retention	18,135	25,525
Administrative Expenditures	160,484	34,926
Communications	58,849	66,191
Programs	7,590	6,330
Information Technology	-0-	91,986
Dues & Subscriptions	10,310	13,972
Capital Outlay	-0-	-0-
Depreciation Expense	308,776	359,883
Debt Service Interest	60,540	57,123
Amortization of Bond Issue Cost	<u>5,243</u>	<u>5,243</u>
Total Expenses	<u>4,515,103</u>	<u>4,364,423</u>
Gain on Disposal of Assets	<u>143,840</u>	<u>-0-</u>
Change in Net Assets:		
Change in Net Assets	169,554	172,268
Net Assets – Beginning	<u>5,031,261</u>	<u>5,200,815</u>
Net Assets – Ending	<u>\$ 5,200,815</u>	<u>\$ 5,373,083</u>

Financial Analysis of the Government's Funds

As noted earlier, the Department uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. For the year ending September 30, 2013, the District's total combined fund balance was \$3,668,960, which reflects a net combined fund balance decrease of \$125,637.

The General Fund (which is used to report the District's overall operations) reported a decrease of \$135,015. The decrease can be attributed to the purchase of a new office suite from committed reserves.

99% of all Department funds come from Ad Valorem taxes. The remaining minor revenues come from sources such as inspection income, interest on deposited funds and the sale of surplus equipment.

Budgetary Highlights

The Department's annual budget includes estimated revenues and expenditures. The annual budget is an eight-page, line-item document that allows the Board of Commissioners a high degree of control over Department expenditures. The budget is prepared over a several-month period in which the capital and personnel recommendations of the Officers are blended with estimates of "fixed" operating expenses such as utilities to form a recommendation to the Board of Commissioners for their beginning "first draft" of the budget. The Board of Commissioners meets with the Chief Officers as often as necessary in the month of August to complete the budget planning process.

Estimates of taxable value for the forthcoming year are provided by the Travis County Tax Appraiser's office. That estimate, combined with an estimate of historical tax collection rates for the Department is used with the proposed tax rate to estimate the revenue required to support the Department's operations.

In each budget process, the projected expenses and revenues for the Department are projected out for a five-year period. Critical to this estimate is the growth in assessed valuation that can be expected from the Department's service area. The Board of Commissioners, constituted by business leaders in the community, is critical to this estimate of future growth in the taxable value. Their estimates of the growth of the area have been extremely accurate over the years. Personnel costs represent 71% of overall expenditures and constitute the single greatest management challenge to the Department considering the legislative cap on the tax rate an Emergency Services District can levy (\$0.10/\$100). Any need for expanded service or desire to pay competitive wages must be tempered by the tax cap in the current year and out through the five-year budget planning period.

In the fiscal year ending September 30, 2013, the Net Taxable (Assessed) Valuation of the District increased by 5.19%. In the three years immediately prior, the AV

increased by 2.86%, 0.23%, and decreased -3.08% respectively. The Board of Commissioners, looking at the economic indicators of the area, predicted that growth would be flat and directed the staff to plan the moderate AV increase in the Department revenue projections. Their direction resulted in a conservative estimate of revenues for the year.

Over the course of the year, the Board of Commissioners reviewed quarterly audits from the Financial Consultant and the Balance and Expense Reports were reviewed monthly. The Board made one adjustment to the budget during the year.

The Board finalized implementing a Reserve Equity Policy that is designated funds for to meet legal and Board designated obligations. The Board will continue to analyze the Reserves Equity Policy annually and make adjustments as necessary.

Capital Asset and Debt Administration

Capital Assets:

At the end of the fiscal year September 30, 2013, capital assets are as follows:

Table 3
Capital Assets at Year-end

	<u>9/30/12</u>	<u>9/30/13</u>
Land	\$ 4,200	\$ 4,200
Vehicles	2,248,368	2,226,631
Equipment	429,448	487,331
Buildings	<u>1,819,092</u>	<u>2,375,140</u>
Total capital assets	<u>\$ 4,501,108</u>	<u>\$ 5,093,302</u>

This year's major additions included:

- The District purchased an office suite/training room for \$570,195 including remodeling and equipment and will reimburse itself in FY 2013/14
- ESD No.9 entered into a contract to replace two aging brush trucks in FY 2013/14.
- More detailed information about the District's Capital Assets and Depreciation is presented in Note 5 of the financial statements.

Debt:

At September 30, 2013, bonds payable consisted of the following:

\$1,714,999 in 2004 Limited Tax Improvement and Refunding Bonds outstanding, dated June 1, 2004, due annually September 1, 2005, through September 1, 2024, having approximate yields of 2% to 4.85 % paid March 1 and September 1 commencing March 1, 2005.

No additional bonds were sold during the fiscal year ending September 30, 2013.

In December 2013, the Board authorized the sale of \$610,000 in bonds to reimburse itself for the purchase of an office suite / training room.

Economic Factors and Next Year's Budgets and Rates

The projected assessed valuation (AV) for the area served by the Department is expected to increase by 4.0% for the Fiscal Year 2013-2014, according to the estimate provided by the Travis County Central Appraisal District. Historically, the assessed valuation of the District averages out to be 7.53% per year over the last twenty years.

The Board of Commissioners adopted a total tax rate for the forthcoming fiscal year tax rate of \$0.0808 per \$100 of Assessed Valuation. During the FY 03-04 fiscal year, bonds were sold to refinance existing debt. The bond sale required a dedicated rate to retire the bonds of \$0.0025 per \$100 A.V. The Board of Commissioners adopted an Operations and Maintenance budget tax rate of \$0.0783/\$100 A.V. (\$0.0808 - \$0.0025).

Requests for Information

This financial report is designed to provide a general overview of the District's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to:

Mike Elliott, Fire Chief
Travis County ESD No. 9
P.O. Box 162170
Austin, TX 78716-2170
512-539-3400

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NINE
GOVERNMENTAL FUNDS BALANCE SHEET AND
STATEMENT OF NET ASSETS
SEPTEMBER 30, 2013

	General Fund	Debt Service Fund	Total	Adjustments (Note 14)	Statement of Net Assets
ASSETS					
Cash	\$ 139,088	\$ 14,088	\$ 153,176	\$ -	\$ 153,176
Investments - Texpool	3,621,852	26,937	3,648,789	-	3,648,789
Taxes Receivable	100,527	2,655	103,182	-	103,182
Accounts Receivable	9,346	-	9,346	-	9,346
Prepaid Expenses	7,739	-	7,739	-	7,739
Due from Other Funds	-	124	124	(124)	-
Unamortized Bond Issue Costs	-	-	-	55,920	55,920
Unamortized Bond Discount	-	-	-	717	717
Capital Assets (net of accumulated depreciation)	-	-	-	3,053,050	3,053,050
TOTAL ASSETS	\$ 3,878,552	\$ 43,804	\$ 3,922,356	\$ 3,109,563	\$ 7,031,919
LIABILITIES					
Payroll Liabilities Payable	\$ 60,447	\$ -	\$ 60,447	\$ -	\$ 60,447
Accounts Payable	85,935	-	85,935	-	85,935
Due to Other Funds	124	-	124	(124)	-
Accrued Interest Payable	-	-	-	4,454	4,454
Deposits	3,708	-	3,708	-	3,708
Deferred Revenues	100,527	2,655	103,182	(103,182)	-
Long-term liabilities	-	-	-	-	-
Due within one year	-	-	-	85,000	85,000
Due after one year	-	-	-	1,419,292	1,419,292
TOTAL LIABILITIES	250,741	2,655	253,396	1,405,440	1,658,836
FUND BALANCES/NET ASSETS					
Fund balances:					
Nonspendable	7,739	-	7,739	(7,739)	-
Restricted	-	41,149	41,149	(41,149)	-
Committed	3,620,072	-	3,620,072	(3,620,072)	-
Assigned	-	-	-	-	-
Total	3,627,811	41,149	3,668,960	(3,668,960)	-
Total fund balances	3,627,811	41,149	3,668,960	(3,668,960)	-
Total liabilities and fund balances	\$ 3,878,552	\$ 43,804	\$ 3,922,356		
Net assets:					
Invested in capital assets, net of related debt				1,868,050	1,868,050
Restricted				41,149	41,149
Unrestricted				3,463,884	3,463,884
Total net assets				\$ 5,373,083	\$ 5,373,083

See Accompanying Notes to the Financial Statements

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NINE
GOVERNMENTAL FUNDS REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
AND STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2013

	General Fund	Debt Service Fund	Total	Adjustments (Note 14)	Statement of Activities
EXPENDITURES/EXPENSES					
Board of Commissioners Expenditures:					
Insurance	\$ 24,589	\$ -	\$ 24,589	\$ -	\$ 24,589
Financial consultant	20,618	-	20,618	-	20,618
Legal fees	4,525	-	4,525	-	4,525
Appraisal/assessor costs	32,536	-	32,536	-	32,536
Audit	8,000	-	8,000	-	8,000
Leases	53,522	-	53,522	-	53,522
Miscellaneous	3,707	30	3,737	-	3,737
Service Agreement	-	-	-	-	-
Personnel Costs	3,204,560	-	3,204,560	53,935	3,258,495
Station facilities and fixtures	72,130	-	72,130	-	72,130
Vehicles	100,521	-	100,521	-	100,521
Support equipment	61,453	-	61,453	-	61,453
Training and travel	37,404	-	37,404	-	37,404
Clothing	25,714	-	25,714	-	25,714
Recruiting and retention	25,525	-	25,525	-	25,525
Administrative expenditures	34,926	-	34,926	-	34,926
Communications	66,191	-	66,191	-	66,191
Programs	6,330	-	6,330	-	6,330
Information Technology	91,986	-	91,986	-	91,986
Dues and subscriptions	13,972	-	13,972	-	13,972
Capital Outlay	639,284	-	639,284	(639,284)	-
Depreciation Expense	-	-	-	359,883	359,883
Debt Service:	-	-	-	-	-
Principal	-	85,000	85,000	(85,000)	-
Interest	-	57,355	57,355	(232)	57,123
Amortization of Bond Issue Costs	-	-	-	5,243	5,243
Total expenditures/expenses	<u>4,527,493</u>	<u>142,385</u>	<u>4,669,878</u>	<u>(305,455)</u>	<u>4,364,423</u>
GENERAL REVENUES					
Ad valorem taxes	4,344,889	137,864	4,482,753	(7,550)	4,475,203
Penalties & Interest on Taxes	21,240	611	21,851	-	21,851
Interest	4,359	80	4,439	-	4,439
Contract Revenues	17,878	-	17,878	-	17,878
Miscellaneous Income	4,112	13,208	17,320	-	17,320
Gain on Disposal of Assets	-	-	-	-	-
Total general revenues	<u>4,392,478</u>	<u>151,763</u>	<u>4,544,241</u>	<u>(7,550)</u>	<u>4,536,691</u>
Net Change in Fund Balances	(135,015)	9,378	(125,637)	125,637	-
Change in Net Assets				172,268	172,268
Fund Balance/Net Assets					
Beginning of the year	<u>3,762,826</u>	<u>31,771</u>	<u>3,794,597</u>	<u>1,406,218</u>	<u>5,200,815</u>
End of the year	<u>\$ 3,627,811</u>	<u>\$ 41,149</u>	<u>\$ 3,668,960</u>	<u>\$ 1,704,123</u>	<u>\$ 5,373,083</u>

See Accompanying Notes to the Financial Statements

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NINE
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDING SEPTEMBER 30, 2013

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements for the District have been prepared in accordance with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the standard-setting body for governmental accounting and financial reporting. The GASB periodically updates its codification of the existing Governmental Accounting and Financial Reporting Standards which, along with subsequent GASB pronouncements (Statements and Interpretations), constitutes GAAP for governmental units. More significant of these accounting policies are described below.

REPORTING ENTITY

Travis County Rural Fire Prevention District No. 1 (the District) was created by an election of the District's voters on November 25, 1961, as provided by the laws of the State of Texas, and was authorized by the Travis County Commissioners on April 1, 1962. On September 9, 1995, the District held an election to convert from a rural fire prevention district operating under Texas Health and Safety Code Chapter 794 to an emergency services district operating under Texas Health and Safety Code Chapter 775. The District changed its name to Travis County Emergency Services District No. 9 effective October 12, 1995. The District is exempt from federal income taxes.

In evaluating how to define the government, for financial reporting purposes, management has considered all potential component units. The decision to include a potential component unit in the reporting entity was made by applying the criteria set forth in GAAP. The basic - but not the only - criterion for including a potential component unit with the reporting entity is the governing body's ability to exercise oversight responsibility. The most significant manifestation of this ability is financial interdependency. Other manifestations of the ability to exercise oversight responsibility include, but are not limited to, the selection of governing authority, the designation of management, the ability to significantly influence operations, and accountability for fiscal matters. A second criterion used in evaluating potential component units is the scope of public service. Application of this criterion involves considering whether the activity benefits the government and/or its citizens, or whether the activity is conducted within the geographic boundaries of the government and is generally available to its citizens. A third criterion used to evaluate potential component units for inclusion or exclusion from the reporting entity is the existence of special financing relationships, regardless of whether the government is able to exercise oversight responsibilities. Based upon the application of these criteria, no potential component units appear to exist.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NINE
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDING SEPTEMBER 30, 2013

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

BASIS OF PRESENTATION

Basic Financial Statements

GASB set forth minimum criteria for the determination of major funds based on a percentage of the assets, liabilities, revenues or expenditures/expenses or either fund category or governmental and enterprise combined. Due to the fund structure of the District, all funds have been classified as major funds. There is a reporting requirement regarding the local government's infrastructure (road, bridges, etc.) The District does not own any infrastructure assets and therefore is unaffected by this requirement.

The basic financial statements include both government-wide (based on the District as a whole) and fund financial statements. The reporting model focus is on either the District as a whole or major individual funds (within the fund financial statements). In the government-wide Statement of Net Assets, both the governmental and business-type activities columns are presented on a consolidated basis by column, and are reflected on a full accrual, economic resources basis, which incorporated long-term assets and receivables as well as long-term debt and obligations. The District does not have any business-type activities.

The Government-wide Statement of Activities reflects both the gross and net cost per functional category which are otherwise being supported by general government revenues. The Statement of Activities reduces gross expenses (including depreciation) by related program revenues, operating and capital grants. The program revenues must be directly associated with the function.

The net cost by function is normally covered by general revenues (intergovernmental revenues, interest income, etc). Historically, the previous model did not summarize or present net cost by function or activity. The District does not currently employ indirect cost allocation systems.

The government-wide focus is more on the sustainability of the District as an entity and the change in aggregate financial position resulting from the activities of the fiscal period. The governmental fund statements are presented on a current financial resource and modified accrual basis of accounting. This presentation is deemed appropriate to (a) demonstrate legal compliance, (b) demonstrate the source and use of liquid resources, and (c) demonstrate how the District's actual experience conforms to the budget or fiscal plan.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NINE
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDING SEPTEMBER 30, 2013

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

GASB provides that for governments engaged in a single governmental program, the fund financial statements and the government-wide statements may be combined. The District presents the governmental funds in the first three columns and a total in the fourth column. The next column is an adjustments column, reconciling the amounts reported in the governmental funds to show how each would change when reported on the full-accrual basis of accounting. The last column of these combination statements shows the amounts that normally would appear in the government-wide statements.

Fund Accounting

Fund financial statements of the reporting entity are organized into funds, each of which is considered to be separate accounting entities. Each fund is accounted for by providing a separate set of self-balancing accounts that constitute its assets, liabilities, fund equity, revenues, and expenditure/expenses. A fund is considered major if it is the primary operating fund of the District or meets the following criteria:

- a. Total assets, liabilities, revenues, or expenditures/expenses of that individual governmental fund are at least 10 percent of the corresponding total for all funds of that category or type; and
- b. Total assets, liabilities, revenues, or expenditures/expenses of the individual governmental fund are at least 5 percent of the corresponding total for all governmental funds combined.

Since the District maintains only two funds, all are considered major and reported in separate columns in the fund financial statements. These governmental funds are described below:

General Fund

The General Fund is the primary operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

Debt Service Fund

The Debt Service Fund is used to account for the accumulation of financial resources for the payment of principal, interest and related costs on general long-term debt paid primarily from taxes levied by the District.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NINE
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDING SEPTEMBER 30, 2013

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

BASIS OF ACCOUNTING

Basis of accounting refers to the point at which revenues or expenditures/expenses are recognized in the accounts and reported in the financial statements. It relates to the timing of the measurements made, regardless of the measurement focus applied.

The government-wide financial statements are presented on an accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used. Revenues, expenses, gains, losses, assets, and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place.

Governmental fund financial statements are reported using the current financial resources measurement focus and are accounted for using the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual; i.e., when they become both measurable and available. "Measurable" means the amount of the transaction can be determined and "available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. The District considers all revenues as available if they are collected within 60 days after year-end. Expenditures are recorded when the related fund liability is incurred.

In applying the "susceptible to accrual" concept to intergovernmental revenues pursuant to GASB Statement #33, the provider should recognize liabilities and expenses and the recipient should recognize receivables and revenues when the applicable eligibility requirements including time requirements, are met. Resources transmitted before the eligibility requirements are met, under most circumstances, should be reported as advances by the provider and deferred revenue by the recipient.

BUDGETS

The District follows these procedures in establishing the budget reflected in the financial statements:

1. Prior to the beginning of each fiscal year, the District prepares a budget. The operating budget includes proposed expenditures and the means of financing those expenditures and is prepared in accordance with the basis of accounting utilized by that fund.
2. Public meetings are conducted at which all interested persons' comments concerning the budget are heard. After such meetings, the Board of Commissioners formally adopts the budget through passage of an ordinance.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NINE
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDING SEPTEMBER 30, 2013

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

3. The District amends the budget throughout the year approving such additional expenses. The amended budget is used in presenting the Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual.
4. All annual appropriations lapse at fiscal year end.

CAPITAL ASSETS

The accounting treatment over property, plant, and equipment (capital assets) depends on whether the assets are reported in the government-wide or fund financial statements.

Government-wide Statements

In the government-wide financial statements, fixed assets are accounted for as capital assets. Property, plant and equipment purchased or acquired is carried at historical cost or estimated historical cost. Contributed assets are recorded at the fair market value as of the date received. Additions, improvements and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expenses as incurred. The capitalization policy, i.e. the dollar value above which asset acquisitions are added to the capital accounts, is \$ 2,500.

Depreciation of all exhaustible capital assets is recorded as an allocated expense in the Statement of Activities, with accumulated depreciation reflected in the Statement of Net Assets. Depreciation on all assets is provided on the straight-line basis over the estimated useful lives with no salvage value. The range of estimated useful lives by type of asset is as follows:

Buildings and Structures	10-26 years
Vehicles	03-16 years
Other Equipment	04-27 years
Infrastructure	20 years

The Department does not own any infrastructure assets.

Fund Financial Statements

In the fund financial statements, capital assets are accounted for as capital outlay expenditures of the governmental fund upon acquisition.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NINE
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDING SEPTEMBER 30, 2013

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

EQUITY CLASSIFICATIONS

Government-wide Statements

Equity is classified as net assets and displayed in three components:

- a. Invested in capital assets, net of related debt – Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.
- b. Restricted net assets – Consists of net assets with constraints placed on the use either by (1) external groups such as creditors, grantors, contributors, or laws or regulation of other government; or (2) law through constitutional provisions or enabling legislation.
- c. Unrestricted net assets – All other net assets that do not meet the definition of “restricted” or “invested in capital assets, net of related debt.”

Fund Statements

Governmental fund equity is classified as fund balance. Fund balance is further classified as nonspendable or spendable with spendable being further classified into restricted, committed, assigned or unassigned.

INTERFUND TRANSACTIONS

Interfund transfers are used by the District to record transactions between the various governmental funds. These asset and liability balances on the fund statements are generally cleared within one year. These transactions generally relate to the collections of ad valorem at year end by the General Fund which had not yet been remitted to the Debt Service Fund.

Interfund balances are eliminated as part of the conversion from fund statements to government-wide statements.

COMPENSATED ABSENCES

The District's policies regarding sick and vacation time permit employees to accumulate earned but unused sick and vacation leave. The District's policy manual details the accrual and “buy-back” procedures for compensated leave time. The liability for these compensated absences is recorded as long-term debt in the government-wide statements.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NINE
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDING SEPTEMBER 30, 2013

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

RISK MANAGEMENT

The District is exposed to various risks of losses related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The District purchases its insurance from regular commercial companies. As of September 30, 2013, no claims or losses have been incurred that were not covered by insurance. There is no liability due to any claim or suit having ever been filed.

USE OF ESTIMATES

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities as of the date of the financial statements and the reported amounts of income and expenses during the period. Operating results in the future could vary from the amounts derived from management's estimates.

NOTE 2: CASH

Deposits did not exceed FDIC coverage at the end of the fiscal year. However, during the year there were occasions when deposits did exceed FDIC coverage. Therefore, in accordance with the depository contract, the bank has pledged additional collateral. This collateral consisted of U.S. Government Securities, having a market value of \$159,743 (Category 1). At September 30, 2013, the carrying amount of the District's deposits was \$153,176 and the bank balance was \$172,873.

The collateral pledged is represented by specific identifiable investment securities and classified as to credit risk by the three categories described below:

- Category 1- Insured by FDIC or collateralized with securities held by the District or by its agent in its name.
- Category 2- Uninsured but collateralized with securities held by the pledging financial institution's trust department or agent in the District's name.
- Category 3- Uncollateralized.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NINE
 NOTES TO THE FINANCIAL STATEMENTS
 FOR THE YEAR ENDING SEPTEMBER 30, 2013

NOTE 3: INVESTMENTS

Travis County Emergency Services District Nine currently invests excess funds with the Texas Local Government Investment Pool, also known as TexPool. The District's policy on investments satisfies local statutes, as well as the Texas Public Funds Investment Act (PFIA) of the Texas Government Code. This policy allows the District to invest in Certificates of Deposits, government securities (maturity cannot exceed 2 years), and investment pools (TexPool), and have a rating of AAA or AAAm. Pools created to function as a money market mutual fund must maintain a stable net asset value of \$1/share. The primary objective of the District's investment strategy, in order of priority, are safety, liquidity, and yield.

TexPool is an external investment pool offered to local governments. Although TexPool is not registered with the SEC as an investment company, it operates in a manner consistent with the SEC's Rule 2a7 of the Investment Company Act of 1940. TexPool is overseen by the Texas State Comptroller of Public Accounts, who is the sole officer, director and shareholder of the Texas Treasury Safekeeping Trust Company which is authorized to operate TexPool. TexPool also has an advisory board to advise on TexPool's investment policy; this board is made up equally of participants and nonparticipants who do not have a business relationship with TexPool.

Federated Investors manages daily operations of TexPool under a contract with the Comptroller and is the investment manager for the pool. TexPool uses amortized cost rather than market value to report net assets to compute share prices. Accordingly, the fair value of the position in TexPool is the same as the value of the TexPool shares. TexPool's investment policy stipulates that it must invest in accordance with the Public Funds Investment Act.

The District's investments as of September 30, 2013, are:

Investment	Fair Value	Effective Duration (in years)	Credit Risk
Local Government Investment Pool	\$3,648,789	0.0	AAA-m

Credit Risk-Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The ratings of securities by nationally recognized agencies are designed to give an indication of credit risk. At September 30, 2013, investments were included in a local governmental investment pool with a rating from Standard and Poor's in compliance with the District's investment policy.

Concentration of Credit Risk-Concentration of credit risk is the risk of loss attributed to the magnitude of a government's investments in a single issuer. At September 30, 2013, all of the District's investments were with TexPool.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NINE
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDING SEPTEMBER 30, 2013

NOTE 3: INVESTMENTS (continued)

Interest Rate Risk-The District considers the holdings in the local governmental investment pool to have a one day weighted average maturity due to the fact that the share position can usually be redeemed each day at the discretion of the shareholders, unless there has been a significant change in value.

NOTE 4: ACCOUNTS RECEIVABLE

Accounts Receivable totaled \$9,346 at September 30, 2013, consisting of:

Receivables from deployments	\$ 8,953
Receivables from other services	400
Receivables from employees for dependent insurance coverage	<u>(7)</u>
Total Accounts Receivable	\$ 9,346

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NINE
 NOTES TO THE FINANCIAL STATEMENTS
 FOR THE YEAR ENDING SEPTEMBER 30, 2013

NOTE 5: CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2013, was as follows:

	Balance 10/1/2012	Additions/ Completions	Retirements/ Adjustments	Balance 9/30/2013
Governmental Activities				
Capital assets not being depreciated:				
Land	\$ 4,200	\$ -	\$ -	\$ 4,200
Total capital assets not being depreciated	<u>4,200</u>	<u>-</u>	<u>-</u>	<u>4,200</u>
Capital assets, being depreciated				
Vehicles	2,248,368	-	(21,737)	2,226,631
Equipment	447,938	64,746	(25,353)	487,331
Buildings	1,800,602	574,538	-	2,375,140
Total capital assets being depreciated	<u>4,496,908</u>	<u>639,284</u>	<u>(47,090)</u>	<u>5,089,102</u>
Less accumulated depreciation for:				
Vehicles	(659,809)	(220,758)	21,737	(858,830)
Equipment	(268,272)	(45,690)	25,353	(288,609)
Buildings	(799,378)	(93,435)	-	(892,813)
Total accumulated depreciation	<u>(1,727,459)</u>	<u>(359,883)</u>	<u>47,090</u>	<u>(2,040,252)</u>
Total capital assets, being depreciated, net	<u>2,769,449</u>	<u>279,401</u>	<u>-</u>	<u>3,048,850</u>
Governmental activities capital assets, net	<u>2,773,649</u>	<u>279,401</u>	<u>-</u>	<u>3,053,050</u>

Depreciation was charged to the general fund of \$359,883.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NINE
 NOTES TO THE FINANCIAL STATEMENTS
 FOR THE YEAR ENDING SEPTEMBER 30, 2013

NOTE 6: LONG-TERM DEBT

At September 30, 2013, bonds payable consisted of the following:

2004 Limited Tax Improvement and Refunding Bonds, dated June 1, 2004, due annually September 1, 2005, through September 1, 2024, having approximate yields of 2% to 4.85 % paid March 1 and September 1 commencing March 1, 2005.

<u>Balance</u> <u>October 1, 2012</u>	<u>Issues or</u> <u>Additions</u>	<u>Payments or</u> <u>Expenditures</u>	<u>Balance</u> <u>September 30, 2013</u>
\$1,270,000	-0-	\$ 85,000	\$1,185,000

The annual aggregate maturities for the bonds for the years subsequent to September 30, 2013, are as follows:

Limited Tax Improvement and Refunding Bonds, Series 2004

<u>Year Ending</u> <u>September 30</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2014	85,000	57,743	142,743
2015	90,000	50,130	140,130
2016	95,000	46,305	141,305
2017	100,000	42,268	142,268
2018	100,000	37,868	137,868
Thereafter	715,000	118,969	833,969
Total	<u>\$1,185,000</u>	<u>\$ 353,283</u>	<u>\$ 1,538,283</u>

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NINE
 NOTES TO THE FINANCIAL STATEMENTS
 FOR THE YEAR ENDING SEPTEMBER 30, 2013

NOTE 6: LONG-TERM DEBT *(continued)*

Changes in Outstanding Debt

Transactions for the year ended September 30, 2013, are summarized as follows:

	Balance October 1	Additions	Reductions	Balance September 30	Due within one year
<u>Governmental Activities:</u>					
Tax Revenue Bonds	\$ 1,270,000	\$ -	\$ 85,000	\$1,185,000	\$ 85,000
Compensated Absences	265,356	53,936	-	319,292	-
Total Governmental Activities	\$ 1,535,356	\$ 53,936	\$ 85,000	\$1,504,292	\$ 85,000

Limited Tax Improvement and Refunding Bonds –

On May 3, 2003, the voters of Travis County Emergency Services District No. 9 voted to authorize the issuance of \$5,000,000 in limited tax bonds. Of the \$5,000,000 of bonds authorized, \$1,800,000 were sold in June 2004.

Bonds are payable from and secured by the proceeds of a continuing, direct annual ad valorem tax levied, within the legal limitation of \$0.10 per \$100 of taxable assessed valuation, on all taxable property within the Travis County Emergency Services District No. 9. Proceeds from the sale of the bonds were used for the purposes of refunding certain outstanding debt obligation; the acquisition, construction, renovation, and equipment of fire station and training facilities in the District and the purchase of necessary sites therefore, and the acquisition of emergency service vehicles; and paying the costs of issuance relating to the bonds.

Compensated Absences –

Compensated absences represent the estimate liability for employees' accrued vacation for which employees are entitled to be paid upon termination. The retirement of this liability is paid from the General Fund.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NINE
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDING SEPTEMBER 30, 2013

NOTE 7: PROPERTY TAXES

The District has contracted with the Travis County Tax Assessor Collector to bill and collect its property tax. The District's property tax is levied each October 1 on the assessed value listed as of the prior January 1 for all real and business personal property located in the District. The assessed value of the roll as of January 1, 2012, upon which the 2012 levy was based, was \$5,301,943,820 as certified by the Travis Central Appraisal District.

Taxes are due by January 31 following the October 1 levy date. On February 1 of each year, a tax lien attaches to the property. The total 2012 levy was \$ 4,480,143 and the tax rate was \$ 0.0845 (.0819 M&O, .0026 I&S) per \$100 assessed valuation. Tax collections for the year ended September 30, 2013, were 99.8% of the 2012 tax levy.

NOTE 8: RETIREMENT PLAN

The District offers its full time employees a deferred compensation plan, named the "Travis County Emergency Services District No. Nine 457 plan", which permits them to defer a portion of their current salary until future years. Any contributions made to the deferred compensation plan, in compliance with Section 457 of the Internal Revenue Code, are not available to employees until termination of employment, retirement, or death. Contributions to the plan are administered by a private corporation under a contract with the District. In compliance with the provisions of the IRC Section 457(g), the plan assets are in custodial accounts for the exclusive benefit of the plans' participants and beneficiaries.

An additional feature of this plan is that the employer will match 100% of employee contributions up to 12% of that employee's compensation. Employer contributions are fully vested immediately to the employees' accounts. For the year ending September 30, 2013, contributions totaled \$479,011 for both the employer and employees, and there are no unfunded obligations.

NOTE 9: LEASES

Operating Leases

The District leases a half-acre site for one of its fire stations from Eanes Independent School District under the terms of a 50-year operating lease at a cost of \$1.00 per year.

The District also has entered into a lease agreement a copier for a 5 year period with monthly payments of \$231 plus excess charges and taxes.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NINE
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDING SEPTEMBER 30, 2013

NOTE 10: SUBSEQUENT EVENT

The District sold, subsequent to year end, \$610,000 of bonds. This sale came from remaining unsold bonds from a bond election approved by the voter in 2003. Funds from this sale are to reimburse the District for the purchase and remodeling of their administrative offices and training facilities.

NOTE 11: EMPLOYEE BENEFITS

The District provides its employees with a variety of benefits including a health insurance plan. The District provides 100% of the employees' and 50% of the family's medical & dental insurance premium. In order to decrease the monthly premium for this policy, the District increased the annual deductible and reimburses the employees for a specified amount of their deductible, as well as any family members on the plan. The cost of these reimbursements is included in personnel costs and totaled \$4,767 for the fiscal year ending in 2013.

To further contain insurance costs, the District offered employees a choice between traditional medical insurance and a high deductible plan partnered with a Health Savings Account (HSA). The District contributed \$26,400 to the employees' HSAs in 2013.

In 2007, the District established a Section 125 Plan for insurance and HSA deductions that gives the employees the opportunity to pay for these benefits on a pretax basis. Pretax benefits lower payroll-related taxes for both the employer and employees.

NOTE 12: ANNEXATION OF DISTRICT LAND BY THE CITY OF AUSTIN

For the fiscal year ending September 30, 2013, there were no annexations by the City of Austin.

NOTE 13: FUND BALANCE

The District complies with GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, which establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds. Those fund balance classifications are described below.

Nonspendable - Amounts that cannot be spent because they are either not in a spendable form or are legally or contractually required to be maintained intact.

Restricted - Amounts that can be spent only for specific purposes because of constraints imposed by external providers, or imposed by constitutional provisions or enabling legislation.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NINE
 NOTES TO THE FINANCIAL STATEMENTS
 FOR THE YEAR ENDING SEPTEMBER 30, 2013

NOTE 13: FUND BALANCE(continued)

Committed - Amounts that can only be used for specific purposes pursuant to approval by formal action by the Board.

Assigned - For the General Fund, amounts that are appropriated by the Board or Board designee that are to be used for specific purposes. For all other governmental funds, any remaining positive amounts not previously classified as nonspendable, restricted or committed.

Unassigned - Amounts that are available for any purpose; these amounts can be reported only in the District's General Fund.

Fund balance of the District may be committed for a specific purpose by formal action of the Board, the District's highest level of decision-making authority. Commitments may be established, modified, or rescinded only through a resolution approved by the Board. The Board has delegated the authority to assign fund balance for a specific purpose to the District's Chief or Assistant Chief.

In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended is as follows: restricted fund balance, committed fund balance, assigned fund balance, and lastly, unassigned fund balance.

As of September 30, 2013, the District has not adopted a minimum fund balance policy

Governmental Fund balances are as follows:

Fund Balance:

<u>Nonspendable</u>	
Prepaid Expenses	\$ 7,739
<u>Restricted</u>	
Debt Service	41,149
<u>Committed</u>	
Emergency Disaster	100,000
Severance	300,000
Operations	2,457,246
Vehicle Replacement	762,826
<u>Assigned</u>	
	-0-
<i>Total Fund Balance:</i>	<u>\$ 3,668,960</u>

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NINE
 NOTES TO THE FINANCIAL STATEMENTS
 FOR THE YEAR ENDING SEPTEMBER 30, 2013

NOTE 14: EXPLANATION OF DIFFERENCES BETWEEN GOVERNMENTAL FUND AND
 AND GOVERNMENT-WIDE STATEMENTS

Differences between the Governmental Fund Balance Sheet and the Statement of Net Assets:

The differences (as reflected in the adjustments column) primarily result from the long-term Economic resources focus of the statement of net assets versus the current financial resources Focus of the governmental fund balance sheet.

Bond issue costs and bond discounts are amortized over the life of the bonds.

Unamortized bond issue costs	\$ 55,920
Unamortized bond discount	\$ 717

When capital assets (land, buildings, equipment) that are to be used in governmental activities are purchased or constructed, the costs of those assets are reported as expenditures in governmental funds. However, the statement of net assets includes those capital assets among the assets of the District as a whole.

Cost of capital assets	\$ 5,093,302
Accumulated Depreciation	(2,040,252)

Accrued interest payable is not due and payable in the current period, and, therefore, is not reported in the funds.

	\$ 4,454
--	----------

Taxes receivable are offset by deferred revenues in the governmental funds and thus are not Included in fund balance.

Deferred revenue	\$(103,182)
------------------	-------------

Long-term liabilities applicable to the district's governmental activities are not due and payable in the Current period and accordingly are not reported as fund liabilities. All liabilities – both current and Long-term—are reported in the statement of net assets.

Due within one year	\$ 85,000
Due after one year	\$1,419,292

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NINE
 NOTES TO THE FINANCIAL STATEMENTS
 FOR THE YEAR ENDING SEPTEMBER 30, 2013

NOTE 14: EXPLANATION OF DIFFERENCES BETWEEN GOVERNMENTAL FUND AND
 AND GOVERNMENT-WIDE STATEMENTS (continued)

Differences between the Governmental Fund Operating Statement and the Statement of Net Activities:

The differences (as reflected in the adjustments column) arise primarily from the long-term economic resources focus of the statement of activities versus the current financial resources focus of the governmental funds.

Some expenses reporting the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.

Adjustment for Compensated Leave	\$ 53,935
----------------------------------	-----------

When capital assets that are to be used in governmental activities are purchased or constructed, the resources expended for those assets are reported as expenditures in governmental funds. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.

Capital Outlay	\$ (639,284)
Depreciation Expense	\$ 359,883

Repayment of notes payable is reported as an expenditure in governmental funds. For the district as a whole, however, the principal payments reduce the liabilities in the statement of net assets and do not result in an expense in the statement of activities.

Payment of Bond Principal	\$ (85,000)
---------------------------	-------------

Interest expense and bond discounts are recognized as expenditures in the governmental funds. The statement of activities includes only the interest expense for the current period and the amortized portion of bond discounts.

Change in Accrued Interest Payable	\$ (299)
Amortized portion of bond discount	\$ <u>67</u>
Total adjustment	\$ (232)

Bond issue costs are recognized as expenditures in the governmental funds. The statement of activities includes only the amortized portion of bond issue costs

\$ 5,243

Because some property taxes will not be collected for several months after the district's fiscal year ends, they are not considered as "available" revenues in the governmental funds.

Adjustment for property taxes collected after year-end	\$ (7,550)
--	------------

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NINE
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDING SEPTEMBER 30, 2013

NOTE 15: COMMITMENTS

The District entered into a lease/purchase agreement on June 5, 2013, totaling \$277,195 for the purchase of 2 new fire trucks. As of year-end, these vehicles had not been placed in service as they were still being constructed. The District expects to place these vehicles in service in 2014.

The District entered into an agreement to pay for cloud software until March 28, 2015. Monthly payments are \$4,249.

The District pays a monthly fee \$1,912 for property management for its administrative and training facilities.

NOTE 16: DATE OF MANAGEMENT'S REVIEW

Management has evaluated subsequent events through the date of the auditor's report, the date the financial statements were available to be issued.

Required Supplemental Information

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NINE
SCHEDULE OF REVENUE AND EXPENDITURES
BUDGET vs ACTUAL GENERAL FUND
YEAR ENDED SEPTEMBER 30, 2013

	BUDGETED AMOUNTS		ACTUAL AMOUNTS
	ORIGINAL	FINAL	
REVENUES:			
Ad valorem taxes	\$ 4,328,433	\$ 4,328,433	\$ 4,344,889
Penalties & Interest on Taxes	15,000	15,000	21,240
Interest	5,600	5,600	4,359
Contract Revenues	7,500	7,500	17,878
Miscellaneous Income	34,000	4,000	4,112
TOTAL REVENUES	\$ 4,390,533	\$ 4,360,533	\$ 4,392,478
EXPENDITURES:			
Board of Commissioners Expenditures:			
Insurance	\$ 35,350	\$ 35,350	\$ 24,589
Financial consultant	22,000	22,000	20,618
Legal fees	10,000	10,000	4,525
Appraisal/assessor costs	33,720	33,720	32,536
Audit	8,250	8,250	8,000
Leases	47,600	47,600	53,522
Service Agreements	-	-	-
Miscellaneous	5,300	5,300	3,707
Personnel Costs	3,340,039	3,340,039	3,204,560
Station facilities and fixtures	78,100	78,100	72,130
Vehicles	92,500	92,500	100,521
Support equipment	61,300	61,300	61,453
Training and travel	61,050	61,050	37,404
Clothing	44,800	44,800	25,714
Recruiting and retention	21,800	21,800	25,525
Administrative expenditures	37,750	37,750	34,926
Communications	72,400	72,400	66,191
Programs	6,200	6,200	6,330
Information Technology	99,100	99,100	91,986
Dues and subscriptions	8,800	8,800	13,972
Disaster Funds	-	-	-
Capital Outlay	214,000	220,000	639,284
TOTAL EXPENDITURES	\$ 4,300,059	\$ 4,306,059	\$ 4,527,493
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES and OTHER SOURCES/(USES)	\$ 90,474	\$ 54,474	\$ (135,015)
FUND BALANCE:			
Beginning of year			3,762,826
End of year			\$ 3,627,811

See Accompanying Notes to the Financial Statements

Travis County
Emergency Services District #12
Financial Statement
September 30, 2013

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TRAVIS COUNTY
AUDITORS OFFICE

Travis County Emergency
Services District No. Twelve
Financial Statements
September 30, 2013

Travis County Emergency Services District No. Twelve
For the year ending September 30, 2013

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Medack & Oltmann, LLP

Certified Public Accountants

JAMES E. MEDACK, CPA
jmedack@bluebon.net

MELODI J. OLTMANN, CPA
melodi@centexcpas.com

MEMBERS
American Institute of
Certified Public Accountants
Texas Society of
Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Travis County Emergency Services District No. 12

We have audited the accompanying financial statements of the governmental activities, and each major fund, of Travis County Emergency Services District No. 12, as of and for the year ended September 30, 2013, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment including the assessment of the risks of material misstatements of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, and each major fund, of Travis County Emergency Services District No. 12, as of September 30, 2013, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 3 through 9 and 27 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.



Medack & Oltmann, LLP
February 5, 2014



Travis County ESD # 12

405 W. Parsons St.

Manor TX, 78653

512-272-4502

Fax 512-428-5114



Travis County Emergency Services District No. 12's district is approximately 100 square miles, serving citizens within its boundaries. It provides services to this area from one fire station, located in downtown Manor, Texas. It is staffed 24 hours a day, seven days a week.

This section of the Travis County ESD # 12 annual financial report presents our discussion and analysis of the Department's overall financial performance during the twelve-month period ended September 30, 2013. Please read this overview in conjunction with the Department's financial statements, which follow this section.

Financial Highlights

- Assets of the Department exceeded its liabilities at the close of the most recent period by \$1,143,526.
- Financial performance continued to improve for the ESD in FY 12-13 as expenditures continue to be closely monitored as well as management and personnel activities were stable.
- The ESD secured financing, of \$385,000 at 3% interest, as part of its continuing construction of station 1201.
- Staffing continued to be maintained with three persons per shift with employment reflecting a mix of full-time and part-time staff.
- ESD#12 has continued its joint management agreement with ESD#4. This has improved operational efficiencies between both departments including better response to area served in eastern Travis County.
- The District purchased additional property (land) costing \$46,897, which will be used for future station location.

Using This Annual Report:

This annual report consists of a series of financial statements. GASB provides that for governments engaged in a single governmental program, the fund financial statements and the government-wide statements may be combined. The District presents the governmental fund first three columns. The fourth column is an adjustments column, reconciling the amounts reported in the governmental fund to show how each would change when reported on the full-accrual basis of accounting. The last column of these combination statements shows the amounts that normally would appear in the government-wide statements. For governmental activities, this last column tells how these services were financed in the short term as well as what remains for future spending. Fund financial statements report the District's operations in more detail than the

government-wide statements by providing information about the District's most significant funds.

Reporting the Department as a Whole

One of the questions that can be asked about the Department's finances is, "Is the Department better off or worse off as a result of the year's activities?" The Statement of Net Assets and the Statement of Activities present information about the Department as a whole and its activities in a way that helps answer this question. These statements (as reported in the last column of each of the statements) include all of the Department's assets and liabilities, utilizing the accrual basis of accounting which is similar to the accounting used by most private sector companies. All of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two columns report the Department's net assets and changes in them. The difference between assets and liabilities, net assets, are one way to measure the Department's financial health. Over time, increases or decreases in net assets may serve as a useful indicator of whether the financial position of the Department is improving or deteriorating. However, other non-financial factors such as changes in the Department's property tax base and the condition of the Department's equipment and facilities must also be considered in an assessment of the overall financial health of the Department.

The statement of activities presents information showing how the Department's net assets changed during the most recent twelve-month period. All changes in net assets are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods.

Both of the government-wide financial statements distinguish functions of the Department that are principally supported by grants and government revenues. The government activities of the Department include Fire Suppression, Rescue Activities, Emergency Medical Services, Code Enforcement, and Public Education. The Department currently has no business-type activities.

Reporting the District's Governmental Funds

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Department, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare that information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements.

Notes to the Financial Statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Reporting the Department's Most Significant Funds.

The columns reporting the fund activity (as explained in more detail in the first section of this report) provide detailed information about the most significant funds, not the Department as a whole. Some funds are required to be established by State law and by bond covenants, however, the Department establishes many other funds to help in control and manage money for particular purposes or to show that it is meeting its legal responsibilities for using certain taxes, grants, and other money.

Most of the Department's basic services are reported in governmental funds which focus on how money flows into and out of those funds and the balances left at year end that are available for spending. These funds are reported using an accounting method called Modified Accrual accounting which measures cash and all other financial assets that can be readily converted to cash. The governmental fund statements provide a detailed short term view of the Department's general government operations and the basic services it provides. Governmental fund information helps determine whether there are more or fewer financial resources that can be spent in the near future to finance the Department's programs. The relationship (or differences) between governmental activities (reported in the Statement of Net Assets and the Statement of Activities) and governmental funds is described in the adjustments column of the financial statements and in Note 13 to the financial statements.

The District as a Whole

Governmental activities increased the Department's net assets by \$117,424. Our analysis below focuses on the net assets (Table 1) and the changes in net assets (Table 2) of the Department's governmental activities:

Table 1
Governmental Activities
Net Assets

	<u>2013</u>	<u>2012</u>
Assets		
Current Assets	\$ 1,167,201	\$ 908,241
Other Assets	68,300	-0-
Capital Assets	<u>1,643,145</u>	<u>\$ 1,604,024</u>
Total Assets	\$ 2,878,646	\$ 2,512,265
Liabilities		
Current Liabilities	\$ 238,003	\$ 208,095
Long Term Liabilities	<u>1,497,117</u>	<u>1,278,068</u>
Total Liabilities	\$ 1,735,120	\$ 1,486,163
Net Assets		
Invested in Capital Assets, net of related debt	\$ (19,923)	\$ 161,644
Unrestricted	<u>1,163,449</u>	<u>864,458</u>
Total Net Assets	<u>\$ 1,143,526</u>	<u>\$ 1,026,102</u>

Table 2
Changes in Net Assets

	<u>9/30/2013</u>	<u>9/30/2012</u>
Revenues:		
Property Taxes	\$ 1,045,922	\$ 1,002,102
Interest Income	852	675
Other Income	185,693	129,826
Total Revenues	<u>\$ 1,232,467</u>	<u>\$ 1,132,603</u>
Expenses:		
Program Expenses		
General Government	\$ 1,010,571	\$ 869,172
Interest on Long-Term Debt	104,472	35,720
Total Expenses	<u>\$ 1,115,043</u>	<u>\$ 904,892</u>
Increase(Decrease) in Net Assets	\$ 117,424	\$ 227,711
Net Assets, beginning of the year	1,026,102	798,391
Net Assets, end of the year	<u><u>\$ 1,143,526</u></u>	<u><u>\$ 1,026,102</u></u>

Financial Analysis of the Government's Funds

As noted earlier, the District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. For the year ending September 30, 2013, the District's total combined fund balance was \$1,014,876, which reflects a net combined fund balance increase of \$332,515.

85% of all Department funds come from Ad Valorem taxes. The remaining minor revenues come from sources such as interest on deposited funds and fees for providing first-in engine response to areas of other ESD areas.

Budgetary Highlights

The Department's annual budget includes estimated revenues and expenditures. The annual budget allows the Board of Commissioners a high degree of control over Department expenditures. The budget is prepared over a several-month period in which the capital and personnel recommendations of the Officers are blended with estimates of "fixed" operating expenses such as utilities to form a recommendation to the Board of Commissioners for their beginning "first draft" of the budget.

Estimates of taxable value for the forthcoming year are provided by the Travis County Tax Appraiser's office. That estimate, combined with an estimate of historical tax collection rates for the Department is used with the proposed tax rate to estimate the revenue required to support the Department's operations.

Capital Asset and Debt Administration

Capital Assets:

At the end of the fiscal year September 30, 2013, capital assets are as follows:

Table 3
Capital Assets at Year-end

	<u>9/30/12</u>	<u>9/30/13</u>
Land	\$ 11,789	\$ 58,686
Vehicles	867,634	884,998
Furniture & Equipment	162,706	190,250
Building	1,204,984	1,204,984
Construction in Progress	<u>-0-</u>	<u>12,690</u>
Less accumulated depreciation	(643,089)	(708,463)
Total Capital Assets, net	\$ 1,604,024	\$ 1,643,145

Additions for the year ending September 30, 2013, consisted of land and vehicle purchases along with various rescue equipment.

Debt:

At year-end, the District had \$1,663,068 in outstanding debt compared to \$1,442,380 last year. The District obtained a new loan during the year totaling \$385,000, for construction of a new fire station. Further detailed information can be found in the notes to the financial statements.

Economic Factors and Next Year's Budgets and Rates

Strategic plans for the District include:

- Increase Firefighters at Station 1201 (Downtown Manor)
- Open Fire Station 1202 near Hwy 290 & Voelker Ln., full Firefighter staffing.
- Open Fire Station 1203 and Fire Academy near Burleson-Manor Rd., full Firefighter staffing.
- Improve ISO Community Public Protection Classification rating.

Future population growth will increase emergency service demands on the District. The number of fire and EMS emergency call in the District has risen 20% over the last five years. With the projected growth and increase in the demands for emergency services, additional personnel and infrastructure to support these increasing needs will become paramount. A key concern will be finding additionally funding sources for the District.

Requests for Information

This financial report is designed to provide a general overview of the Department's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to:

Clem Zabalza, Commissioner
Travis County ESD # 12
P.O. Box 162170
Austin, TX 78716-2170
512-539-3400

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12
 GOVERNMENTAL FUNDS BALANCE SHEET AND
 STATEMENT OF NET ASSETS
 SEPTEMBER 30, 2013

ASSETS	General Fund	Debt Service Fund	Capital Projects Fund	Total Funds	Adjustments (Note 13)	Statement of Net Assets
Cash	\$ 27,383	\$ -	\$ -	\$ 27,383	\$ -	\$ 27,383
Investments - First Public	503,907	1,968	543,790	1,049,665	-	1,049,665
Taxes Receivable	80,957	9,196	-	90,153	-	90,153
Accounts Receivable	-	-	-	-	-	-
Prepaid Expenses	-	-	-	-	-	-
Due from Other Funds	17,162	755	-	17,917	(17,917)	-
Unamortized Loan Issue Costs	-	-	-	-	68,300	68,300
Capital Assets (net of accumulated depreciation)	-	-	-	-	1,643,145	1,643,145
TOTAL ASSETS	\$ 629,409	\$ 11,919	\$ 543,790	\$ 1,185,118	\$ 1,693,528	\$ 2,878,646
LIABILITIES						
Payroll Liabilities Payable	\$ 14,879	\$ -	\$ -	\$ 14,879	\$ -	\$ 14,879
Bank Overdraft Payable	-	-	-	-	-	-
Accounts Payable	44,093	-	3,200	47,293	-	47,293
Due to Other Funds	-	15,162	2,755	17,917	(17,917)	-
Accrued Interest Payable	-	-	-	-	9,880	9,880
Deferred Revenues	80,957	9,196	-	90,153	(90,153)	-
Long-term liabilities	-	-	-	-	-	-
Due within one year	-	-	-	-	165,951	165,951
Due after one year	-	-	-	-	1,497,117	1,497,117
TOTAL LIABILITIES	139,929	24,358	5,955	170,242	1,564,878	1,735,120
FUND BALANCES/NET ASSETS						
Fund balances:						
Nonspendable	-	-	-	-	-	-
Restricted	-	(12,439)	-	(12,439)	12,439	-
Committed	-	-	537,835	537,835	(537,835)	-
Unassigned	489,480	-	-	489,480	(489,480)	-
Total fund balances	489,480	(12,439)	537,835	1,014,876	(1,014,876)	-
Total liabilities and fund balances	\$ 629,409	\$ 11,919	\$ 543,790	\$ 1,185,118		
Net assets:						
Invested in capital assets, net of related debt					(19,923)	(19,923)
Restricted					-	-
Unrestricted					1,163,449	1,163,449
Total net assets				\$	<u>1,143,526</u>	<u>1,143,526</u>

See Accompanying Notes to the Financial Statements

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12
 GOVERNMENTAL FUNDS REVENUES, EXPENDITURES
 AND CHANGES IN FUND BALANCE
 AND STATEMENT OF ACTIVITIES
 FOR THE YEAR ENDED SEPTEMBER 30, 2013

	General Fund	Debt Service Fund	Capital Projects Fund	Total Funds	Adjustments (Note 14)	Statement of Activities
EXPENDITURES/EXPENSES						
Apparatus	\$ 58,717	\$ -	\$ -	\$ 58,717	\$ -	\$ 58,717
Equipment	50,483	-	-	50,483	-	50,483
Communications	64,280	-	-	64,280	-	64,280
EMS	2,149	-	-	2,149	-	2,149
Insurance	41,483	-	-	41,483	-	41,483
Training & Prevention	10,180	-	-	10,180	-	10,180
Stations	23,556	-	-	23,556	-	23,556
Supplies Operations	11,139	-	-	11,139	-	11,139
Bad Debt	26,471	-	-	26,471	-	26,471
Administrative Expenditures:	-	-	-	-	-	-
Annual Financial Audit	8,500	-	-	8,500	-	8,500
Legal Fees	10,628	-	-	10,628	-	10,628
Appraisal District/Assessor Fees	17,176	-	-	17,176	-	17,176
Administrative Contract	32,267	-	-	32,267	-	32,267
Miscellaneous Administrative Expenditures	6,526	-	-	6,526	-	6,526
Contract Labor	1,333	-	-	1,333	-	1,333
Personnel Costs	548,366	-	-	548,366	-	548,366
Capital Outlay	69,571	-	69,571	136,438	(136,438)	-
Loan Issue Cost	66,867	-	30,500	30,500	(30,500)	-
Depreciation Expense	-	-	-	-	97,317	97,317
Debt Service:	-	-	-	-	-	-
Principal	-	-	-	-	-	-
Interest	75,312	89,000	-	164,312	(164,312)	-
Amortization of Loan Issue Cost	9,807	30,846	-	40,653	61,719	102,372
Total expenditures/expenses	<u>1,065,240</u>	<u>119,846</u>	<u>100,071</u>	<u>1,285,157</u>	<u>(170,114)</u>	<u>1,115,043</u>
GENERAL REVENUES						
Ad valorem taxes	939,475	106,652	-	1,046,127	(205)	1,045,922
Penalties & Interest on Taxes	16,517	-	-	16,517	-	16,517
Sales Tax	83,578	-	-	83,578	-	-
Interest	626	-	226	852	-	852
Grants	28,110	-	-	28,110	-	28,110
Miscellaneous Income	57,488	-	-	57,488	-	57,488
Gain from Sale of Asset	-	-	-	-	-	-
Total general revenues	<u>1,125,794</u>	<u>106,652</u>	<u>226</u>	<u>1,232,672</u>	<u>(205)</u>	<u>1,232,467</u>
OTHER FINANCING SOURCES (USES):						
Financing Proceeds	-	-	385,000	385,000	(385,000)	-
Other Financing Proceeds - Refunding Loans	-	-	-	-	-	-
Transfer in/(out)	(2,634)	-	2,634	-	-	-
Proceeds from Sale of Asset	-	-	-	-	-	-
Total Other Financing Sources(Uses)	<u>(2,634)</u>	<u>-</u>	<u>387,634</u>	<u>385,000</u>	<u>(385,000)</u>	<u>-</u>
Net Change in Fund Balances	57,920	(13,194)	287,789	332,515	(332,515)	-
Change in Net Assets	-	-	-	-	117,424	117,424
Fund Balance/Net Assets	431,560	755	250,046	682,361	343,741	1,026,102
Beginning of the year	489,480	(12,439)	537,835	1,014,876	128,650	1,143,526
End of the year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

See Accompanying Notes to the Financial Statements

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT TWELVE
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDING SEPTEMBER 30, 2013

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements for the District have been prepared in accordance with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the standard-setting body for governmental accounting and financial reporting. The GASB periodically updates its codification of the existing Governmental Accounting and Financial Reporting Standards which, along with subsequent GASB pronouncements (Statements and Interpretations), constitutes GAAP for governmental units. More significant of these accounting policies are described below.

REPORTING ENTITY

Travis County Emergency Services District No. 12 (the "District") was created by order of the Travis County Commissioners Court following a conversion election, which was held on May 18, 1996. The District operates under Section 48-e, Article III of the Texas Constitution and Chapter 775 of the Texas Health and Safety Code. The District is operated by a five Commissioners who are appointed by the Travis County Commissioners Court. The District provides emergency services to residents of the District.

In evaluating how to define the government, for financial reporting purposes, management has considered all potential component units. The decision to include a potential component unit in the reporting entity was made by applying the criteria set forth in GAAP. The basic - but not the only - criterion for including a potential component unit with the reporting entity is the governing body's ability to exercise oversight responsibility. The most significant manifestation of this ability is financial interdependency. Other manifestations of the ability to exercise oversight responsibility include, but are not limited to, the selection of governing authority, the designation of management, the ability to significantly influence operations, and accountability for fiscal matters. A second criterion used in evaluating potential component units is the scope of public service. Application of this criterion involves considering whether the activity benefits the government and/or its citizens, or whether the activity is conducted within the geographic boundaries of the government and is generally available to its citizens. A third criterion used to evaluate potential component units for inclusion or exclusion from the reporting entity is the existence of special financing relationships, regardless of whether the government is able to exercise oversight responsibilities. Based upon the application of these criteria, no potential component units appear to exist.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT TWELVE
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDING SEPTEMBER 30, 2013

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

BASIS OF PRESENTATION

Basic Financial Statements

GASB set forth minimum criteria for the determination of major funds based on a percentage of the assets, liabilities, revenues or expenditures/expenses or either fund category or governmental and enterprise combined. Due to the fund structure of the District, all funds have been classified as major funds. There is a reporting requirement regarding the local government's infrastructure (road, bridges, etc.) The District does not own any infrastructure assets and therefore is unaffected by this requirement.

The basic financial statements include both government-wide (based on the District as a whole) and fund financial statements. The reporting model focus is on either the District as a whole or major individual funds (within the fund financial statements). In the government-wide Statement of Net Assets, both the governmental and business-type activities columns are presented on a consolidated basis by column, and are reflected on a full accrual, economic resources basis, which incorporated long-term assets and receivables as well as long-term debt and obligations. The District does not have any business-type activities.

The Government-wide Statement of Activities reflects both the gross and net cost per functional category which are otherwise being supported by general government revenues. The Statement of Activities reduces gross expenses (including depreciation) by related program revenues, operating and capital grants. The program revenues must be directly associated with the function.

The net cost by function is normally covered by general revenues (intergovernmental revenues, interest income, etc). Historically, the previous model did not summarize or present net cost by function or activity. The District does not currently employ indirect cost allocation systems.

The government-wide focus is more on the sustainability of the District as an entity and the change in aggregate financial position resulting from the activities of the fiscal period. The governmental fund statements are presented on a current financial resource and modified accrual basis of accounting. This presentation is deemed appropriate to (a) demonstrate legal compliance, (b) demonstrate the source and use of liquid resources, and (c) demonstrate how the District's actual experience conforms to the budget or fiscal plan.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT TWELVE
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDING SEPTEMBER 30, 2013

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

GASB provides that for governments engaged in a single governmental program, the fund financial statements and the government-wide statements may be combined. The District presents the general fund in the first column. The next column is an adjustments column. It reconciles the amounts reported in the governmental funds to show how each would change when reported on the full-accrual basis of accounting. The last column of these combination statements shows the amounts that normally would appear in the government-wide statements.

Fund Accounting

Fund financial statements of the reporting entity are organized into funds, each of which is considered to be separate accounting entities. Each fund is accounted for by providing a separate set of self-balancing accounts that constitute its assets, liabilities, fund equity, revenues, and expenditure/expenses. A fund is considered major if it is the primary operating fund of the District or meets the following criteria:

- a. Total assets, liabilities, revenues, or expenditures/expenses of that individual governmental fund are at least 10 percent of the corresponding total for all funds of that category or type; and
- b. Total assets, liabilities, revenues, or expenditures/expenses of the individual governmental fund are at least 5 percent of the corresponding total for all governmental funds combined.

The District uses only one fund type – the Governmental Fund. The focus of Governmental Fund measurement (in the Fund Financial Statements) is based upon determination of financial position and changes in financial position (sources, uses, and balances of financial resources) rather than upon net income.

The General Fund (in the Governmental Fund type) is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

General Fund

The General Fund is the primary operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT TWELVE
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDING SEPTEMBER 30, 2013

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

Debt Service Fund

The Debt Service Fund is used to account for the accumulation of financial resources for the payment of principal, interest and related costs on general long-term debt paid primarily from taxes levied by the District.

Capital Projects Fund

This fund is used to account for funds received and expended for the construction of a new fire station.

BASIS OF ACCOUNTING

Basis of accounting refers to the point at which revenues or expenditures/expenses are recognized in the accounts and reported in the financial statements. It relates to the timing of the measurements made, regardless of the measurement focus applied.

The government-wide financial statements are presented on an accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used. Revenues, expenses, gains, losses, assets, and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place.

Governmental fund financial statements are reported using the current financial resources measurement focus and are accounted for using the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual; i.e., when they become both measurable and available. "Measurable" means the amount of the transaction can be determined and "available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. The District considers all revenues as available if they are collected within 60 days after year-end. Expenditures are recorded when the related fund liability is incurred.

In applying the "susceptible to accrual" concept to intergovernmental revenues pursuant to GASB Statement #33, the provider should recognize liabilities and expenses and the recipient should recognize receivables and revenues when the applicable eligibility requirements including time requirements, are met. Resources transmitted before the eligibility requirements are met, under most circumstances, should be reported as advances by the provider and deferred revenue by the recipient.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT TWELVE
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDING SEPTEMBER 30, 2013

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

BUDGETS

The District follows these procedures in establishing the budget reflected in the financial statements:

1. Prior to the beginning of each fiscal year, the District prepares a budget. The operating budget includes proposed expenditures and the means of financing those expenditures and is prepared in accordance with the basis of accounting utilized by that fund.
2. Public meetings are conducted at which all interested persons' comments concerning the budget are heard. After such meetings, the Board of Commissioners formally adopts the budget through passage of an ordinance.
3. The District amends the budget throughout the year approving such additional expenses. The amended budget is used in presenting the Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual.
4. All annual appropriations lapse at fiscal year end.

CAPITAL ASSETS

The accounting treatment over property, plant, and equipment (capital assets) depends on whether the assets are reported in the government-wide or fund financial statements.

Government-wide Statements

In the government-wide financial statements, fixed assets are accounted for as capital assets. Property, plant and equipment purchased or acquired is carried at historical cost or estimated historical cost. Contributed assets are recorded at the fair market value as of the date received. Additions, improvements and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expenses as incurred. The capitalization policy, i.e. the dollar value above which asset acquisitions are added to the capital accounts, is \$ 1,000.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT TWELVE
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDING SEPTEMBER 30, 2013

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

Depreciation of all exhaustible capital assets is recorded as an allocated expense in the Statement of Activities, with accumulated depreciation reflected in the Statement of Net Assets. Depreciation on all assets is provided on the straight-line basis over the estimated useful lives with no salvage value. The range of estimated useful lives by type of asset is as follows:

New fire vehicles	20 years
Used Vehicles	10 years
Equipment	5 years
Buildings and Improvements	30 years

The Department does not own any infrastructure assets.

Fund Financial Statements

In the fund financial statements, capital assets are accounted for as capital outlay expenditures of the governmental fund upon acquisition.

EQUITY CLASSIFICATIONS

Government-wide Statements

Equity is classified as net assets and displayed in three components:

- a. Invested in capital assets, net of related debt – Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.
- b. Restricted net assets – Consists of net assets with constraints placed on the use either by (1) external groups such as creditors, grantors, contributors, or laws or regulation of other government; or (2) law through constitutional provisions or enabling legislation.
- c. Unrestricted net assets – All other net assets that do not meet the definition of “restricted” or “invested in capital assets, net of related debt.”

Fund Statements

Governmental fund equity is classified as fund balance. Fund balance is further classified as nonspendable or spendable with spendable being further classified into restricted, committed, assigned or unassigned.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT TWELVE
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDING SEPTEMBER 30, 2013

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

COMPENSATED ABSENCES

The District's policies regarding vacation time permit employees to accumulate earned but unused vacation leave. As of the year end, the liability for accrued vacation reflects that time earned by the employees in the current year. The liability for these compensated absences is recorded as long-term debt in the government-wide statements.

RISK MANAGEMENT

The District is exposed to various risks of losses related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The District purchases its insurance from regular commercial companies. As of September 30, 2013, no claims or losses have been incurred that were not covered by insurance. There is no liability due to any claim or suit having ever been filed.

USE OF ESTIMATES

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities as of the date of the financial statements and the reported amounts of income and expenses during the period. Operating results in the future could vary from the amounts derived from management's estimates.

NOTE 2: CASH

Deposits for the District are being held by Wells Fargo Bank and Independent Bank. As of year end, deposits with both banks were fully secured by FDIC coverage (Category 1). At September 30, 2013, the carrying amount of the District's deposits was \$27,383, and the bank balance was \$37,232.

The collateral pledged is represented by specific identifiable investment securities and classified as to credit risk by the three categories described below:

Category 1- Insured by FDIC or collateralized with securities held by the District or by its agent in its name.

Category 2- Uninsured but collateralized with securities held by the pledging financial institution's trust department or agent in the District's name.

Category 3- Uncollateralized.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT TWELVE
 NOTES TO THE FINANCIAL STATEMENTS
 FOR THE YEAR ENDING SEPTEMBER 30, 2013

NOTE 3: INVESTMENTS

Travis County Emergency Services District 12 currently invests excess funds with Lone Star Investment Pool, also known as First Public. The District's policy on investments satisfies local statutes, as well as the Texas Public Funds Investment Act (PFIA) of the Texas Government Code. This policy allows the District to invest in Government securities (maturity cannot exceed 2 years), and investment pools First Public), and have a rating of AAA or AAAM. Pools created to function as a money market mutual fund must maintain a stable net asset value of \$1/share.

First Public operates in a manner consistent with the SEC's Rule 2a7 of the Investment Company Act of 1940. First Public uses amortized cost rather than market value to report net assets to compute share prices. Accordingly, the fair value of the position in First Public is the same as the value of First Public shares. The State Comptroller of Public Accounts exercises oversight responsibility over First Public. Oversight includes the ability to significantly influence operations, designation of management, and accountability for fiscal matters. Additionally, the State Comptroller has established an advisory board composed of both participants in First Public and other persons who do not have a business relationship with First Public. The Advisory Board members review the investment policy and management fee structure.

The District's investments as of September 30, 2013, are:

Investment	Fair Value	Effective Duration (in years)	Credit Risk
Lone Star Investment Pool	\$1,049,665	0.0	AAA

The District's investment in First Public represents 100% of its investment portfolio.

Interest Rate Risk – In compliance with the District's investment policy, the District manages its exposure to decline in the fair value of its investment by limiting the average maturity of investments to less than 2 years (for First Public that investment has a weighted maturity average of 44 days).

Credit Risk – In compliance with the District's investment policy, the District minimizes its credit risk by limiting its investment to the safest type of security and by requiring a rating of AAA or AAA-m.

Concentration of Credit Risk-Concentration of credit risk is the risk of loss attributed to the magnitude of a government's investments in a single issuer. At September 30, 2013, all of the District's investments were with Lone Star (First Public)

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT TWELVE
 NOTES TO THE FINANCIAL STATEMENTS
 FOR THE YEAR ENDING SEPTEMBER 30, 2013

NOTE 4: CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2013, was as follows:

	Balance 9/30/2012	Additions	Retirements	Balance 9/30/2013
<u>Non-Depreciable Assets</u>				
Land	11,789	46,897	-	58,686
Total Non-Depreciable Assets	11,789	46,897	-	58,686
<u>Depreciable Assets</u>				
Vehicles	\$ 867,634	\$ 44,738	\$ (27,374)	\$ 884,998
Buildings & Improvements	1,204,984	-	-	1,204,984
Furniture & Equipment	162,706	32,113	(4,569)	190,250
Construction in Progress	-	12,690	-	12,690
Total Depreciable Assets	2,235,324	89,541	(31,943)	2,292,922
<u>Less: Accumulated Depreciation</u>				
Vehicles	(407,965)	(50,534)	27,374	(431,125)
Buildings & Improvements	(80,332)	(40,166)	-	(120,498)
Furniture & Equipment	(154,792)	(6,617)	4,569	(156,840)
Total Accumulated Depreciation	(643,089)	(97,317)	31,943	(708,463)
Total Capital Assets, Net	\$ 1,604,024	\$ 39,121	\$ -	\$ 1,643,145

Depreciation was charged to the general fund of \$97,317.

NOTE 5: LONG-TERM DEBT

Transactions for the year ended September 30, 2013, are summarized as follows:

	Balance 9/30/12	Additions	Reductions	Balance 9/30/13	Due within one year
<u>Governmental Activities</u>					
Note Payable	\$ 1,442,380	\$ 385,000	\$ 164,312	\$ 1,663,068	\$ 165,951
Compensated Leave Payable	-	-	-	-	-
Total Governmental Activities	\$ 1,442,380	\$ 385,000	\$ 164,312	\$ 1,663,068	\$ 165,951

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT TWELVE
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDING SEPTEMBER 30, 2013

NOTE 5: LONG-TERM DEBT - continued

Note Payable –

The District entered into a capital lease to purchase a Pierce pumper fire truck. The terms are as follows:

Loan amount: \$418,000
Maturity date: December 15, 2015
Interest rate: 4.35% annum
Payment terms: Payments are due and payable in annual installments of \$53,348 beginning in December 15, 2006, and ending December 15, 2015. The loan is collateralized with the fire truck. The outstanding balance at September 30, 2013, was \$147,068.

The District entered into a loan agreement from a bank to refinance an existing loan (advance refunding) and to obtain additional funds which will be used to purchase property for the construction of a new fire station. The terms are as follows:

Loan amount: \$1,220,000
Maturity date: September 1, 2024
Interest rate: 2.46% annum
Payment terms: Payments are made annually on September 1 beginning September 1, 2013, and ending September 1, 2024. Interest is paid semi-annually on March 1 and September 1. The loan is collateralized by property tax revenues. The loan may be prepaid on any interest payment date with 15 days advanced written notice, in whole only plus accrued interest and a 1% prepayment penalty. The outstanding balance at September 30, 2013, was \$1,131,000

The District obtained a loan from a bank to be used for the construction of a new fire station.. The terms are as follows:

Loan amount: \$385,000
Maturity date: February 15, 2025
Interest rate: 3.00% annum
Payment terms: Payments are due and payable in annual installments of principal with semi-annual payments of interest beginning in February 15, 2014 and ending February 15, 2025. The loan is collateralized by property tax revenue. The loan may be prepaid, in full only, on August 15, 2019, with 15 days written notice. The outstanding balance at September 30, 2013, was \$385,000.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT TWELVE
 NOTES TO THE FINANCIAL STATEMENTS
 FOR THE YEAR ENDING SEPTEMBER 30, 2013

NOTE 5: LONG-TERM DEBT - continued

The annual aggregate maturities for years subsequent to September 30, 2013, are as follows:

Fiscal Year	Principal	Interest	Total Requirement
2014	\$ 165,951	\$ 44,773	\$ 210,724
2015	169,993	40,229	210,222
2016	175,124	34,955	210,079
2017	127,000	29,509	156,509
2018	129,000	26,223	155,223
Thereafter	<u>896,000</u>	<u>84,025</u>	<u>980,025</u>
Total	\$ <u>1,663,068</u>	\$ <u>259,714</u>	\$ <u>1,922,782</u>

Compensated absences represent the estimate liability for employees' accrued vacation for which employees are entitled to be paid upon termination. The retirement of this liability is paid from the General Fund.

NOTE 6: PROPERTY TAXES

The District has contracted with the Travis County Tax Assessor Collector to bill and collect its property tax. The District's property tax is levied each October 1 on the assessed value listed as of the prior January 1 for all real and business personal property located in the District. The assessed value of the roll as of January 1, 2012, upon which the 2012 levy was based, was \$1,039,232,150 as certified by the Travis Central Appraisal District.

Taxes are due by January 31 following the October 1 levy date. On February 1 of each year, a tax lien attaches to the property. The total 2012 levy was \$ 1,039,232 and the tax rate was \$ 0.10 per \$100 assessed valuation (\$.0898 M&O, \$.0102 I&S). Tax collections for the year ended September 30, 2013, were 100.6% of the 2012 tax levy.

NOTE 7: RETIREMENT PLAN

The District offers its full time employees a deferred compensation plan, which permits them to defer a portion of their current salary until future years. Any contributions made to the deferred compensation plan are not available to employees until termination of employment, retirement, or death. Contributions to the plan are administered by a private corporation under a contract with the District, and the plan assets are in custodial accounts for the exclusive benefit of the plans' participants and beneficiaries.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT TWELVE
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDING SEPTEMBER 30, 2013

NOTE 7: RETIREMENT PLAN - continued

An additional feature of this plan is that the employer will match contributions up to 2% of that employee's compensation, with employees contributing 5% of their compensation. Employer contributions are fully vested immediately to the employees' accounts. For the year ending September 30, 2013, contributions totaled \$11,350 for both the employer and employees, and there are no unfunded obligations.

NOTE 8: COMMITMENTS

The District has an interlocal agreement with the City of Austin to provide dispatch services. The fee is based on the number of calls dispatched as of September 30, 2013. During the fiscal year, the District paid \$53,424 and this amount is included in these financial statements.

The District has entered into a joint management agreement with Travis County Emergency Services District No. 4, a neighboring ESD. The District paid a total of \$32,267 for the year ending September 30, 2013.

NOTE 9: ANNEXATION OF DISTRICT LAND BY THE CITY OF AUSTIN

For the fiscal year ending September 30, 2013 there were no annexations.

NOTE 10: FUND BALANCE

The District complies with GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, which establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds. Those fund balance classifications are described below.

Nonspendable - Amounts that cannot be spent because they are either not in a spendable form or are legally or contractually required to be maintained intact.

Restricted - Amounts that can be spent only for specific purposes because of constraints imposed by external providers, or imposed by constitutional provisions or enabling legislation.

Committed - Amounts that can only be used for specific purpose pursuant to approval by formal action by the Board.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT TWELVE
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDING SEPTEMBER 30, 2013

NOTE 10: FUND BALANCE - continued

Assigned - For the General Fund, amounts that are appropriated by the Board or Board designee that are to be used for specific purposes. For all other governmental funds, any remaining positive amounts not previously classified as nonspendable, restricted or committed.

Unassigned - Amounts that are available for any purpose; these amounts can be reported only in the District's General Fund.

The detail of the fund balance is included in the Governmental Fund Balance Sheet on page 10.

Fund balance of the District may be committed for a specific purpose by formal action of the Board, the District's highest level of decision-making authority. Commitments may be established, modified, or rescinded only through a resolution approved by the Board. The Board has delegated the authority to assign fund balance for a specific purpose to the District's Chief or Assistant Chief.

In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended is as follows: restricted fund balance, committed fund balance, assigned fund balance, and lastly, unassigned fund balance.

As of September 30, 2013, the District has not adopted a minimum fund balance policy

The Debt Service Fund balance has a negative balance due to an insufficient allocation of the ad valorem tax rate.

NOTE 11: DATE OF MANAGEMENT'S REVIEW

Management has evaluated subsequent events through the date of the auditor's report, the date the financial statements were available to be issued.

NOTE 12: EXPLANATION OF DIFFERENCES BETWEEN GOVERNMENTAL FUND AND
AND GOVERNMENT-WIDE STATEMENTS

Differences between the Governmental Fund Balance Sheet and the Statement of Net Assets:

The differences (as reflected in the adjustments column) primarily result from the long-term Economic resources focus of the statement of net assets versus the current financial resources Focus of the governmental fund balance sheet.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT TWELVE
 NOTES TO THE FINANCIAL STATEMENTS
 FOR THE YEAR ENDING SEPTEMBER 30, 2013

NOTE 12: EXPLANATION OF DIFFERENCES BETWEEN GOVERNMENTAL FUND AND
 AND GOVERNMENT-WIDE STATEMENTS - continued

Loan issue costs are amortized over the life of the loan.

Unamortized loan issue costs	\$ 68,300
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When capital assets (land, buildings, equipment) that are to be used in governmental activities are purchased or constructed, the costs of those assets are reported as expenditures in governmental funds. However, the statement of net assets includes those capital assets among the assets of the District as a whole.

Cost of capital assets	\$ 2,351,608
Accumulated Depreciation	<u>(708,463)</u>
Total	\$ 1,643,145

Accrued interest payable is not due and payable in the current period, and, therefore, is not reported in the funds.

\$ 9,880

Taxes receivable are offset by deferred revenues in the governmental funds and thus are not included in fund balance.

Deferred revenue	\$ (90,153)
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Long-term liabilities applicable to the district's governmental activities are not due and payable in the Current period and accordingly are not reported as fund liabilities. All liabilities – both current and Long-term—are reported in the statement of net assets.

Due within one year	\$ 165,951
Due after one year	\$ 1,497,117

Differences between the Governmental Fund Operating Statement and the Statement of Net Activities:

The differences (as reflected in the adjustments column) arise primarily from the long-term economic resources focus of the statement of activities versus the current financial resources focus of the governmental funds.

When capital assets that are to be used in governmental activities are purchased or constructed, the resources expended for those assets are reported as expenditures in governmental funds. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.

Capital Outlay	\$ (136,438)
Depreciation Expense	\$ 97,317

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT TWELVE
 NOTES TO THE FINANCIAL STATEMENTS
 FOR THE YEAR ENDING SEPTEMBER 30, 2013

NOTE 12: EXPLANATION OF DIFFERENCES BETWEEN GOVERNMENTAL FUND AND
 AND GOVERNMENT-WIDE STATEMENTS - continued

Repayment of notes payable is reported as an expenditure in governmental funds. For the district as a whole, however, the principal payments reduce the liabilities in the statement of net assets and do not result in an expense in the statement of activities.

Payment of Debt Principal	\$ (164,312)
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Interest expense is recognized as expenditures in the governmental funds. The statement of activities includes only the interest expense for the current period .

Change in Accrued Interest Payable	\$ (777)
Change in Deferred Charges (refunding)	<u>62,496</u>
	\$ 61,719

Loan issue costs are recognized as expenditures in the governmental funds. The statement of activities includes only the amortized portion of bond issue costs

\$ 2,100

Because some property taxes will not be collected for several months after the district's fiscal year ends, they are not considered as "available" revenues in the governmental funds.

Adjustment for property taxes collected after year-end	\$ (205)
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The issuance of long-term debt provides current financial resources to governmental funds, however this has no effect on net assets. Also, governmental funds report the effect of issuance costs, and similar items when debt is first issued, whereas the amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items.

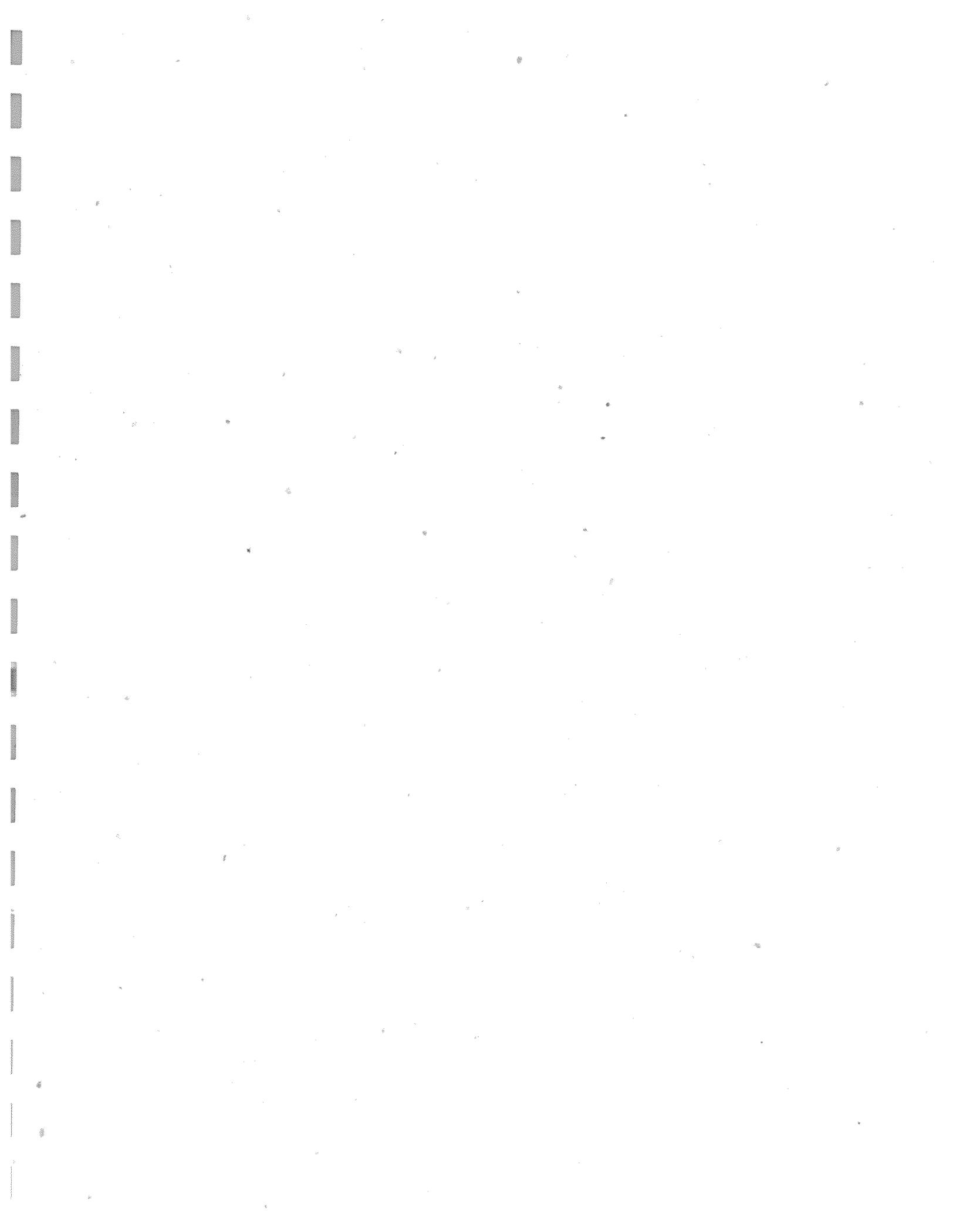
Loan proceeds	(\$ 385,000)
Loan issuance cost	(30,500)

Required Supplemental Information

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12
 SCHEDULE OF REVENUE AND EXPENDITURES
 BUDGET vs ACTUAL - GENERAL FUND
 YEAR ENDED SEPTEMBER 30, 2013

	BUDGETED AMOUNTS			ACTUAL AMOUNTS	VARIANCE FAVORABLE/ UNFAVORABLE)
	ORIGINAL	FINAL			
REVENUES:					
Ad valorem taxes	\$ 1,019,584	\$ 1,019,584	\$	939,475	(80,109)
Penalties & Interest on Taxes	-	-		16,517	16,517
Sales Tax	50,000	50,000		83,578	
Interest	-	-		626	626
Grants	3,000	3,000		28,110	25,110
Contract Revenues	-	20,000		-	(20,000)
Miscellaneous Income	17,300	25,200		57,488	32,288
TOTAL REVENUES	\$ 1,089,884	\$ 1,117,784	\$	1,125,794	8,010
EXPENDITURES:					
Apparatus	\$ 53,700	\$ 53,700	\$	58,717	(5,017)
Equipment	13,500	31,562		50,483	(18,921)
Communications	60,546	60,546		64,280	(3,734)
EMS	6,250	6,250		2,149	4,101
Insurance	48,800	48,800		41,483	7,317
Training & Prevention	9,300	9,300		10,180	(880)
Stations	33,450	33,450		23,556	9,894
Supplies/Operational	12,500	17,500		11,139	6,361
Bad Debt	-	-		26,471	(26,471)
Administrative expenditures:					
Annual Financial Audit	8,000	8,500		8,500	-
Legal Fees	15,000	15,000		10,628	4,372
Administrative Services	30,000	30,000		32,267	(2,267)
Consultants Legal/Design	-	-		-	-
Appraisal District/Assessor Fees	16,000	16,000		17,176	(1,176)
Miscellaneous Administrative Expenditures	14,020	14,020		6,526	7,494
Contract Labor	1,200	1,200		1,333	(133)
Loan Issue Cost	-	-		-	-
Personnel Costs	524,702	524,702		548,366	(23,664)
Capital Outlay	29,074	29,074		66,867	(37,793)
Debt Service Expenditures	-	-		-	-
Principal	192,639	223,392		75,312	148,080
Interest	-	-		9,807	(9,807)
TOTAL EXPENDITURES	\$ 1,068,681	\$ 1,122,996	\$	1,065,240	57,756
OTHER SOURCES/(USES)					
Financing Proceeds	-	-		-	-
Transfer In/(Out)	-	-		(2,634)	(2,634)
Total Other Sources/(Uses)	-	-		(2,634)	(2,634)
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES and OTHER SOURCES/(USES)	\$ 21,203	\$ (5,212)	\$	57,920	63,132
FUND BALANCE:					
Beginning of year				431,560	
End of year				489,480	

See Accompanying Notes to the Financial Statements





**TRAVIS COUNTY
EMERGENCY SERVICES
DISTRICT NO. 14
Financial Statements for the
Year Ended September 30, 2013 and
Independent Auditors' Report**



TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 14

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MAXWELL LOCKE & RITTER LLP

Accountants and Consultants
An Affiliate of Charles Schwab International

tel (512) 370 3300 fax (512) 370 3350
www.mlrpc.com

Austin: 401 Congress Avenue, Suite 1100
Austin, TX 78701

Round Rock: 303 East Main Street
Round Rock, TX 78664

INDEPENDENT AUDITORS' REPORT

To the Board of Commissioners of
Travis County Emergency Services District No. 14:

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and the General Fund of Travis County Emergency Services District No. 14 (the "District"), as of and for the year ended September 30, 2013, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the General Fund of the District as of September 30, 2013, and the respective changes in financial position, and the respective budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 3 through 6 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

McConnell Tschala + Ritter LLP

Austin, Texas
February 4, 2014

In accordance with Governmental Accounting Standards Board ("GASB") Statement No. 34, the management of Travis County Emergency Services District No. 14 (the "District") offers the following narrative on the financial performance of the District for the year ended September 30, 2013. Please read it in connection with the District's financial statements that follow.

For purposes of GASB Statement No. 34, the District is considered a special purpose government. This allows the District to present the required fund and government-wide statements in a single schedule. The requirement for fund financial statements that are prepared on the modified accrual basis of accounting is met with the "General Fund" column. An adjustment column includes those entries needed to convert to the full accrual basis government-wide statements. Government-wide statements are comprised of the Statement of Net Position and the Statement of Activities.

Overview of the Basic Financial Statements

The District's reporting is comprised of two parts:

- Management's Discussion and Analysis (this section)
- Basic Financial Statements
 - Statement of Net Position and Governmental Fund Balance Sheet
 - Statement of Activities and Governmental Fund Revenues, Expenditures, and Changes in Fund Balance
 - Statement of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual - General Fund
 - Notes to Basic Financial Statements

The *Statement of Net Position and Governmental Fund Balance Sheet* includes a column (titled "General Fund") that represents a balance sheet prepared using the modified accrual basis of accounting. The adjustments column converts those balances to a balance sheet that more closely reflects a private-sector business. Over time, increases or decreases in the District's net position will indicate financial health.

The *Statement of Activities and Governmental Fund Revenues, Expenditures, and Changes in Fund Balance* includes a column (titled "General Fund") that derives the change in fund balance resulting from current year revenues, expenditures, and other financing sources or uses. These amounts are prepared using the modified accrual basis of accounting. The adjustments column converts those activities to full accrual, a basis that more closely represents the income statement of a private-sector business.

The *Statement of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual - General Fund* presents a comparison statement between the District's adopted budget to its actual results.

The Notes to Basic Financial Statements provide additional information that is essential to a full understanding of the information presented in the Statement of Net Position and Governmental Fund Balance Sheet and the Statement of Activities and Governmental Fund Revenues, Expenditures, and Changes in Fund Balance.

The District as a Whole

The District's combined net position for the years ending September 30, 2013 and 2012 are shown in the table below. Our analysis below focuses on the net position and changes in the net position of the District's governmental activities as reported in the accrual basis of accounting.

Statement of Net Position

	9/30/2013	9/30/2012
Assets:		
Current	\$ 802,605	\$ 827,151
Capital assets (net of accumulated depreciation)	626,695	675,000
Total Assets	\$ 1,429,300	\$ 1,502,151
Liabilities-		
Current liabilities	\$ 82,445	\$ 79,668
Total Liabilities	82,445	79,668
Net Position:		
Net investment in capital assets	626,695	675,000
Unrestricted	720,160	747,483
Total Net Position	\$ 1,346,855	\$ 1,422,483

The District's total assets were \$1,429,300 as of September 30, 2013. Of this amount, \$626,695 is accounted for by capital assets. The District had outstanding liabilities of \$82,445 as of September 30, 2013 which represents current liabilities.

The changes in net position for the respective periods are also shown in the table below.

Statement of Activities

	9/30/2013	9/30/2012
Expenses:		
Service operations	\$ 771,347	\$ 783,563
Depreciation	48,305	54,735
Total Expenses	819,652	838,298
Revenues-		
General revenues	744,024	1,009,215
Total Revenues	744,024	1,009,215
Change in Net Position	\$ (75,628)	\$ 170,917

The District's Board of Commissioners considered various factors when setting the fiscal year budget and the ad valorem tax rate that will be charged for the governmental activities. Considerations included the economy of the area within the District boundaries. Tax revenues are currently limited by the mandatory \$0.10 per \$100 of assessed valuation cap. The adopted budget for fiscal year 2014 for the District's governmental fund projects a fund balance increase of approximately \$1,000. During May 2013, the voters of the District approved and adopted a sales and use tax in the District at the rate of one percent. This sales and use tax will be effective as of October 1, 2013.

Economic Factors, Next Year's Budgets and Rates

Statements:

More detailed information about the District's capital assets is presented in the *Notes to Basic Financial*

	9/30/2013	9/30/2012
Land	\$ 252,997	\$ 252,997
Vehicles	654,994	654,994
Equipment	85,978	85,978
Buildings	43,049	43,049
Total Capital Assets	1,037,018	1,037,018
Accumulated depreciation	(410,323)	(362,018)
Total Net Capital Assets	\$ 626,695	\$ 675,000

Capital Assets at Year End

At September 30, 2013, the District had the following capital assets in operation:

Capital Assets

The actual expenditures in the General Fund were \$156,368 less than the fund budgeted amounts primarily due to the decrease in payments made to the Volente Volunteer Fire Department. Resources available for appropriation were \$5,528 below the budgeted amounts. The reason for the decrease was due to the property tax collections being less than budgeted.

General Fund Budgetary Highlights

At September 30, 2013, the District's governmental fund reported a fund balance of \$698,390, which is a decrease of \$27,093 from the prior year.

The District's Governmental Fund

General revenues decreased by \$265,191 to \$744,024 for the fiscal year ended September 30, 2013 due to a decrease in property tax revenue because of a subdivision annexation by the City of Cedar Park. Property taxes generated \$743,009 in revenues. Total expenses decreased by \$18,646 to \$819,652 for the fiscal year ended September 30, 2013. Net position decreased \$75,628 for the fiscal year ended September 30, 2013 compared to an increase of \$170,917 for the fiscal year ended September 30, 2012.

Contacting the District's Financial Management

This financial report is designed to provide a general overview of the District's finances and to demonstrate the District's accountability for the funds it receives. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the District at Travis County Emergency Services District No. 14, Attn: Treasurer, 15406 FM 2769, Volente, Texas 78641.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 14

STATEMENT OF NET POSITION AND GOVERNMENTAL FUND BALANCE SHEET
 SEPTEMBER 30, 2013

STATEMENT OF NET POSITION	GENERAL FUND	ADJUSTMENTS (NOTE 2)	OF NET POSITION
ASSETS:			
Cash and cash equivalents	\$ 779,605	-	779,605
Taxes receivable	23,000	-	23,000
Capital assets (net of accumulated depreciation):			
Land	-	252,997	252,997
Vehicles	-	295,891	295,891
Equipment	-	44,746	44,746
Buildings	-	33,061	33,061
TOTAL ASSETS	\$ 802,605	626,695	1,429,300
LIABILITIES-			
Accounts payable	\$ 82,445	-	82,445
DEFERRED INFLOWS OF RESOURCES-			
Deferred revenue - property taxes	21,770	(21,770)	-
FUND BALANCE/NET POSITION-			
Fund balance-			
Unassigned	698,390	(698,390)	-
Total fund balance	698,390	(698,390)	-
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCE	\$ 802,605		
Net position:			
Net investment in capital assets		626,695	626,695
Unrestricted		720,160	720,160
TOTAL NET POSITION	\$ 1,346,855		1,346,855

The notes to financial statements are an integral part of this statement.

**TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 14
STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUND REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCE
YEAR ENDED SEPTEMBER 30, 2013**

STATEMENT OF ACTIVITIES	GENERAL FUND	ADJUSTMENTS (NOTE 2)	ACTIVITIES
EXPENDITURES/EXPENSES:			
Service operations:			
Volente Volunteer Fire Department funding	\$ 733,821	-	733,821
Legal fees	9,749	-	9,749
Special election	8,222	-	8,222
Tax appraisal/collection fees	6,532	-	6,532
Membership dues	1,000	-	1,000
Audit fees	9,000	-	9,000
Insurance	1,533	-	1,533
Training and travel	1,345	-	1,345
Bank fees	30	-	30
Other expenses	115	-	115
Depreciation	-	48,305	48,305
Total expenditures/expenses	771,347	48,305	819,652
REVENUES:			
General revenues:			
Property taxes, including penalties and interest	743,239	(230)	743,009
Interest	1,015	-	1,015
Total revenues	744,254	(230)	744,024
DEFICIT OF REVENUES UNDER EXPENDITURES			
	(27,093)	27,093	-
Change in net position	-	(75,628)	(75,628)
FUND BALANCE/NET POSITION:			
Beginning of year	725,483	697,000	1,422,483
End of year	\$ 698,390	648,465	1,346,855

The notes to financial statements are an integral part of this statement.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 14

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE -
BUDGET AND ACTUAL - GENERAL FUND
YEAR ENDED SEPTEMBER 30, 2013

	ORIGINAL BUDGET	FINAL BUDGET	ACTUAL	VARIANCE
REVENUES:				
General revenues:				
Property taxes, including	762,484	748,782	743,239	(5,543)
Penalties and interest	1,000	1,000	1,015	15
Interest	763,484	749,782	744,254	(5,528)
Total revenues	763,484	749,782	744,254	(5,528)
EXPENDITURES:				
Service operations:				
Volente Volunteer	881,690	881,690	733,821	147,869
Fire Department funding	10,000	10,000	9,749	251
Legal fees	10,000	10,000	8,222	1,778
Special election	8,900	8,900	6,532	2,368
Tax appraisal/collection fees	1,100	1,100	1,000	100
Membership dues	8,750	8,750	9,000	(250)
Audit fees	2,225	2,225	1,533	692
Insurance	1,600	1,600	1,345	255
Training and travel	500	500	30	470
Bank fees	2,950	2,950	115	2,835
Other expenses	927,715	927,715	771,347	156,368
Total expenditures	927,715	927,715	771,347	156,368
DEFICIT OF REVENUES	(164,231)	(177,933)	(27,093)	150,840
UNDER EXPENDITURES				
FUND BALANCE:				
Beginning of year	725,483	725,483	725,483	-
End of year	\$ 561,252	\$ 547,550	698,390	150,840

The notes to financial statements are an integral part of this statement.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Travis County Emergency Services District No. 14 (the "District") was approved by voters of the District in a general election on November 5, 1985 as Travis County Fire Control District No. 11. Pursuant to Texas Health and Safety Code 794.100, the District was legally converted to a district operating under the Texas Health and Safety Code, Chapter 775, by an election of the voters of the District held on November 2, 1999. As a result, the name of the District changed effective December 2, 1999, and the District automatically assumed all rights and obligations of the former entity. The District provides fire suppression, emergency medical and rescue first response, hazardous materials incident response, and other emergency incident response that may arise within its boundaries.

The reporting entity of the District encompasses those activities and functions over which the District's appointed officials exercise significant oversight or control. The District is governed by a five member Board of Commissioners (the "Board") which has been appointed by the Travis County Commissioners' Court, in accordance with state law. The District is not included in any other governmental "reporting entity" as defined by the Governmental Accounting Standards Board ("GASB") Statement No. 14 since Board members are elected by the public and have decision making authority, the power to designate management, the responsibility to significantly influence operations and primary accountability for fiscal matters. In addition, there are no component units which are included in the District's reporting entity.

Government-Wide and Fund Financial Statements - For purposes of GASB Statement No. 34, the District is considered a special purpose government. This allows the District to present the required fund and government-wide statements in a single schedule. The requirement for fund financial statements that are prepared on the modified accrual basis of accounting is met with the "General Fund" column. An adjustment column includes those entries needed to convert to the full accrual basis government-wide statements. Government-wide statements are comprised of the statement of net position and the statement of activities.

The government-wide financial statements report information on all of the activities of the District. The statement of activities demonstrates the degree to which the expenses are offset by program revenues. Program revenues include charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by the District. Taxes and other items not properly included among program revenues are reported instead as general revenues. Major individual governmental funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Amounts reported as program revenues include charges to customers or applicants for goods, services, or privileges provided. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within sixty days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

Major revenue sources considered susceptible to accrual include interest income and property taxes. Delinquent property taxes at year end that are not collected within sixty days of year end are reported as deferred inflows of resources.

The District reports the following major governmental fund:

The General Fund includes financial resources used for general operations. It is a budgeted fund, and any unassigned fund balances are considered resources available for current operations.

Budgets and Budgetary Accounting

Formal budgetary integration is employed as a management control device for the General Fund. Prior to the beginning of each fiscal year, the District prepares a budget. The operating budget includes proposed expenditures and the means of financing those expenditures and is adopted on the modified accrual basis, which is consistent with generally accepted accounting principles.

Public meetings are conducted at which all interested persons' comments concerning the budget are heard. After such meetings, the Board formally adopts the budget through passage of an ordinance. The District may amend the budget throughout the year, approving such additional expenditures as may be required. All annual appropriations for the General Fund lapse at the fiscal year-end.

Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position or Equity

Cash and cash equivalents - The District considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents. The District is entitled to invest any and all of its funds in obligations of, or guaranteed by, the United States of America or its agencies, certificates of deposit, and certain public fund investment pools. The District's investment policies and types of investments are governed by Section 2256 of the Government Code ("Public Funds Investment Act"). The District's management believes that it complied with the requirements of the District's investment policy and the Public Funds Investment Act. The District accrues interest on temporary investments based on the terms and effective interest rates of the specific investments.

Capital Assets - Capital assets, which include land, buildings, vehicles and equipment are reported in the governmental activities columns in the government-wide financial statements. Capital assets are defined by the District as assets with an initial, individual cost of at least \$5,000. Such assets are recorded at historical cost if purchased or estimated fair value at the date of donation if donated. The costs of normal maintenance and repairs that do not add to the value of the assets or materially extend assets lives are not capitalized.

Capital assets (other than land) are depreciated using the straight-line method over the following estimated useful lives:

Asset	Years
Buildings	39.5
Vehicles	10-20
Equipment	10

Ad Valorem Property Taxes - Allowances for uncollectibles within the General Fund are based upon historical experience in collecting property taxes. Uncollectible personal property taxes are periodically reviewed and written off, but the District is prohibited from writing off real property taxes without specific statutory authority from the Texas Legislature.

Fund Equity - The District complies with GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, which establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds. See Note 6 for additional information on those fund balance classifications.

Deferred Outflows and Inflows of Resources - The District adopted GASB Statement No. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position*, which provides guidance for reporting the financial statement elements of deferred outflows of resources, which represent the consumption of the District's net position that is applicable to a future reporting period, and deferred inflows of resources, which represent the District's acquisition of net position applicable to a future reporting period.

The District adopted GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities*, which establishes accounting and financial reporting standards that reclassify, as deferred outflows of resources or deferred inflows of resources, certain items that were previously reported as assets and liabilities and recognizes, as outflows of resources or inflows of resources, certain items that were previously reported as assets and liabilities.

2. RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

Amounts reported for governmental activities in the statement of net position are different because:

	Governmental fund total fund balance	\$ 698,390
Capital assets used in governmental activities are not current financial resources and are therefore not reported in the governmental fund balance sheet		
Capital assets, net of accumulated depreciation	626,695	
Deferred tax revenue is not available to pay for current-period expenditures and, therefore, is deferred in the funds.	21,770	
	\$ 1,346,855	

Amounts reported for governmental activities in the statement of activities are different because:

	Deficit of revenues under expenditures	\$ (27,093)
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense.		
Depreciation expense	(48,305)	
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.	(230)	
Change in deferred tax revenue	(75,628)	
	\$ (75,628)	

3. CASH AND CASH EQUIVALENTS

The District's deposits are required to be secured in the manner provided by law for the security of the funds. At September 30, 2013, such deposits were entirely covered by Federal Deposit Insurance Corporation ("FDIC") insurance or secured by collateral pledged by the depository. The Public Funds Investment Act authorizes the District to invest in funds under a written investment policy. The District's deposits and investments are invested pursuant to the investment policy, which is approved annually by the Board. The primary objectives of the District's investment strategy, in order of priority, are safety, liquidity, and yield.

4. CAPITAL ASSETS

Capital assets activity for the fiscal year ended September 30, 2013 was as follows:

Balance September 30, 2013	Retirements and Transfers	Additions	Balance September 30, 2012	Capital assets not being depreciated- Land
252,997	-	-	\$ 252,997	Land
654,994	-	-	654,994	Capital assets being depreciated:
85,978	-	-	85,978	Vehicles
43,049	-	-	43,049	Equipment
	-	-	784,021	Buildings
	-	-		Total capital assets being depreciated
	-	-		Less accumulated depreciation for:
(359,103)	-	(38,617)	(320,486)	Vehicles
(41,232)	-	(8,598)	(32,634)	Equipment
(9,988)	-	(1,090)	(8,898)	Buildings
(410,323)	-	(48,305)	(362,018)	Total accumulated depreciation
373,698	-	(48,305)	422,003	Total capital assets being depreciated, net
626,695	-	(48,305)	\$ 675,000	Capital assets, net

5. PROPERTY TAXES

The District is authorized to levy a tax each October 1 on the assessed value listed as of the prior January 1 for all real and business personal property located within its boundaries. Assessed values are established annually by the Travis Central Appraisal District. District property tax revenues are recognized when levied to the extent that they are collected in the current year. The uncollected balance is reported as deferred revenue. Taxes receivable are due January 1 and are delinquent if received after January 31 and are subject to penalty and interest charges.

In September 2012, the District levied a tax rate of \$0.10 per \$100 of assessed valuation to finance operating expenditures. The total 2012 tax levy was \$746,600 based on a taxable valuation of \$738,782,037.

6. **FUND BALANCE**

The District complies with GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, which establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds. Those fund balance classifications are described below.

Nonspendable - Amounts that cannot be spent because they are either not in a spendable form or are legally or contractually required to be maintained intact.

Restricted - Amounts that can be spent only for specific purposes because of constraints imposed by external providers, or imposed by constitutional provisions or enabling legislation.

Committed - Amounts that can only be used for specific purposes pursuant to approval by formal action by the Board.

Assigned - For the General Fund, amounts that are appropriated by the Board or Board designee that are to be used for specific purposes. For all other governmental funds, any remaining positive amounts not previously classified as nonspendable, restricted or committed.

Unassigned - Amounts that are available for any purpose; these amounts can be reported only in the District's General Fund.

The detail of the fund balance is included in the Governmental Fund Balance Sheet on page 7.

Fund balance of the District may be committed for a specific purpose by formal action of the Board, the District's highest level of decision-making authority. Commitments may be

established, modified, or rescinded only through a resolution approved by the Board. The Board maintains the authority to assign fund balance for a specific purpose.

In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended is as follows: restricted fund balance, committed fund balance, assigned fund balance, and lastly, unassigned fund balance.

7. **CONTRACTED SERVICES**

The District entered into an agreement with the Volente Volunteer Fire Department ("VVFDD") that was effective October 1, 2009 for a period of one year. This agreement has been extended monthly since October 1, 2010. The District agreed to fund the operations of the VVFDD monthly, as funds are available, based on a budget for the VVFDD that is approved by the District. In exchange for the funding provided by the District, the VVFDD agreed to provide emergency services including fire fighting and first responder assistance in the geographic area served by the District. Expenditures of \$733,821, as presented in the statement of activities and governmental fund revenues, expenditures, and changes in fund balance, were incurred by the District related to this agreement during the year ended September 30, 2013.

8. RISK MANAGEMENT

The District is exposed to various risks of losses related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District, through the VFD, purchases its insurance from regular commercial companies. As of September 30, 2013, no claims or losses have been incurred that were not covered by insurance. There is no liability due to any claim or suit having been filed within the last three years.



Travis County Commissioners Court Agenda Request

Meeting Date: April 29, 2014

Prepared By/Phone Number: Michael Winn, 854-4728

Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, County Clerk

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING NEW ELECTION SERVICE AGREEMENT TO CONDUCT ELECTIONS FOR TRAVIS COUNTY ENTITIES

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

ELECTION SERVICES AGREEMENT FOR CITIES OF ROUND ROCK; MANOR; WEST LAKE HILLS; JONESTOWN; VILLAGE OF BRIARCLIFF; WEBBERVILLE; INDEPENDENT SCHOOL DISTRICTS OF EANES; LAKE TRAVIS; MANOR; PFLUGERVILLE; ROUND ROCK; LAKEWAY MUNICIPAL UTILITY DISTRICT; PILOT KNOB MUNICIPAL UTILITY DISTRICT NO. 2 (ESTABLISHING ELECTION); TRAVIS COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 17 AND TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 2.

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

Susan Bell, Chief Deputy Clerk, 854-9587

Michael Winn, Director of Elections, 854-4728/632-5927

Michelle Parker, Assistant Director of Elections, 854-9193/914-6575

Related Departments Elizabeth Winn, County Attorney's Office 854-9415



Travis County Commissioners Court Agenda Request

Meeting Date: April 29, 2013

Prepared By/Phone Number: Michael Winn, 854-4728

Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, County Clerk

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A JOINT ELECTION AGREEMENT FOR THE MAY 10, 2014 JOINT GENERAL AND SPECIAL ELECTION WITH TRAVIS COUNTY AND 15 PARTICIPATING ENTITIES:

City of Bee Cave

Village of Briarcliff

City of Round Rock

City of Manor

Village of Webberville

City of West Lake Hills

Eanes ISD

Lake Travis ISD

Manor ISD

Pflugerville ISD

Round Rock ISD

Travis County ESD No. 2

Lakeway MUD

Pilot Knob MUD No. 2 (Establishing election)

Travis County WCID No. 17

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Joint election agreement

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

Susan Bell, Chief Deputy Clerk, 854-9587

Michael Winn, Director of Elections, 854-4728/632-5927

Michelle Parker, Assistant Director of Elections, 854-9193/914-6575

Related Departments Elizabeth Winn, County Attorney's Office 854-9415

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

JOINT ELECTION AGREEMENT FOR MAY 10, 2014 ELECTIONS

Travis County (the "County") will be conducting general and special election for the Participating Entities listed in Exhibit A, which is attached to and incorporated into this agreement, on May 10, 2014. The Participating Entities require elections to be held on May 10, 2014 in those portions of Travis County as shown on the maps and metes and bounds descriptions in Exhibit B, also attached to and incorporated into this agreement.

Under Section 271.002, Texas Election Code, Texas's political subdivisions are authorized to hold elections jointly in voting precincts that common polling places can serve, if two or more political subdivisions' authorities order elections to be held on the same day in all or part of the same territory. And Texas Government Code Chapter 791 authorizes local governments to contract with one another and with state agencies for various governmental functions, including those in which the contracting parties are mutually interested.

It would benefit the County, the Participating Entities, and their respective citizens and voters to hold the elections jointly in the election precincts that common polling places can serve. Thus, the County and the Participating Entities enter into this joint election agreement.

I. Scope of Joint Election Agreement

This agreement covers conducting the May 10, 2014 Joint General and Special Elections for the parties to this agreement to be held on May 10, 2014. The County and the Entities will hold these elections on May 10, 2014 ("Election Day") jointly for the voters in those portions of Travis County identified on the maps and descriptions in Exhibit B.

II. Election Officer

The Participating Entities hereby appoint the Travis County Clerk, the election officer for Travis County, as the election officer to perform or supervise the County's duties and responsibilities involved in conducting the joint election covered by this agreement.

III. Early Voting

Each of the Participating Entities agrees to conduct its early voting jointly. Each of the Participating Entities appoints the Travis County Clerk, the early voting clerk for Travis County, as the early voting clerk for the joint election. Early voting for the Participating Entities will be conducted at the dates, times, and locations to be mutually agreed upon by the election officer and authorized and ordered by the governing body of each Participating Entity.

A. County Responsibilities

1. The County will provide to the governing body of each Participating Entity a list of places, times, and dates of early voting suitable for consideration and adoption by the governing body, under Texas Election Code chapter 85.

2. The Travis County Clerk, as the early voting clerk, will be responsible for conducting early voting by mail and by personal appearance for all Travis County voters voting in the joint election. The Travis County Clerk will receive from each Participating Entity's regular early voting clerk applications for early voting ballots to be voted by mail, under Texas Election Code Title 7. The Travis County Clerk will send early voting ballots by mail and receive early voting ballots for early voting by mail. And the Travis County Clerk may appoint such deputy early voting clerks as necessary to assist the Travis County Clerk with voting to take place at the early voting locations.

3. The County will determine the number of election workers to hire to conduct early voting in the joint election. The Travis County Clerk will arrange or contract for training for all election workers and will assign all election workers employed for early voting in the joint election. The training of these election workers is mandatory; these individuals will be compensated for their time in training. The County will provide a training facility for election schools to train election workers employed in conducting early voting, including the mobile early voting program, early voting by personal appearance at main and temporary branch early voting polling places, early voting by mail, and other aspects of the early voting program for the joint election. The County will name early voting deputies and clerks employed to conduct early voting.

4. The County will provide and deliver all supplies and equipment necessary to conduct early voting for the joint election, including ballots, election forms, any necessary ramps, utility hook-ups, signs, registration lists and ballot boxes, to early voting polling places. The County will designate and confirm all early voting polling place locations.

5. The County will be responsible for preparing and transporting the electronic voting equipment necessary to conduct early voting. The County will perform all tests of voting equipment as required, including posting notice of equipment testing.

6. Under Election Code sections 66.058 and 271.010, the Participating Entities appoint the Travis County Clerk as the joint custodian of records for the sole purpose of preserving all voted ballots securely in a locked room in the locked ballot boxes for the preservation period that the Election Code requires.

7. The County will receive ballot language in both English and Spanish from each Participating Entity and format the ballots as needed to include these languages. The County will provide each Participating Entity with a final proof of ballot language for approval before printing the ballots. Upon final proof approval, ballots will be printed in an expedited timeframe so as to allow ballot allocations for the Early Voting by Personal Appearance Program, and the ballot mail outs for the Early Voting by Mail Program.

8. A single joint voter sign-in process consisting of a common list of registered voters, and common signature rosters will be used for early voting. A single, combined ballot and single ballot box will be used. The County will use an electronic voting system, as defined and described in Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.

9. The County will be responsible for conducting the Early Voting Ballot Board. The County will designate a person to serve as the presiding judge for the Early Voting Ballot Board and will provide that information to the governing body of each Participating Entity for entry of an order by that authority appointing this official. The presiding judge for the Early Voting Ballot Board is eligible to serve in this capacity. The presiding judge for the Early Voting Ballot Board will appoint two or more election clerks, and the judge and clerks will compose the Early Voting Ballot Board and will count and return early voting ballots, and perform other duties the Election Code requires of it.

B. Participating Entities' Responsibilities

1. Each Participating Entity will appoint a qualified person to serve as the regular early voting clerk for the Participating Entity. The regular early voting clerk for each respective Participating Entity will receive requests for applications for early voting ballots to be voted by mail and will forward in a timely manner, as prescribed by law, any and all applications for early voting ballots to be voted by mail, received in the Entity's office, to the Travis County Clerk.

2. Each Participating Entity will appoint a qualified person to act as custodian of records for the Participating Entity to perform the duties imposed by the Election Code on the custodian of records for its respective entity.

3. Each Participating Entity will provide ballot language for the respective portion of the official ballot to the County in both English and Spanish. The Entity must make any additions, modifications, deletions, or other changes to such ballot contents or language before the Entity's final proof approval. The County will provide the Participating Entity with a final proof of ballot language, as it is to appear on the ballot, for final proof approval. Upon final proof approval, the ballot will be programmed for the voting equipment in an expedited timeframe so as to allow ballot allocations for the Early Voting by Personal Appearance Program, and the printed ballot mail outs for the Early Voting by Mail Program.

IV. Election Day

A. County Responsibilities

1. The County will designate and confirm all Election Day polling place locations for the joint election, and will forward such information to the Participating Entities in a timely fashion to allow the governing body of the respective Participating Entities to enter orders designating such polling places and for the Entities to submit to the U.S. Department of Justice for review before Election Day.

2. The County will designate the presiding election judge and the alternate presiding election judge to administer the election in the precinct in which a common polling place is to be used and will forward such information to the Participating Entities to allow the governing bodies of the respective Participating Entities to enter appropriate orders designating such officials before the election. The presiding election judge and alternate presiding election judge must be qualified voters of the Travis County election precinct in which the joint election is held.

The presiding election judge for the precinct in which a common polling place is used may appoint election clerks as necessary to assist the judge in conducting the election at the precinct polling place. The alternate presiding election judge may be appointed as a clerk. The alternate presiding election judge may serve as the presiding election judge for the precinct in the presiding election judge's absence. Election judges and clerks will be compensated at the rate established by the County. The Texas Election Code and other applicable laws will determine compensable hours.

3. One set of election officials will preside over the election in the precinct using a common polling place. There will be a single joint voter sign-in process consisting of a common list of registered voters and common signature rosters in the precinct using a common polling place. A single, combined ballot and single ballot box will be used. The officer designated by law to be the custodian of the voted ballots for the County will be custodian of all materials used in common in the precinct using a common polling place. The County will use an electronic voting system, as defined and described by Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.

4. The County will arrange for training and will provide the instructors, manuals and other training materials deemed necessary for training all judges and clerks. Training for election judges and alternate judges is mandatory, and these individuals will be compensated for their time in training.

5. The County will arrange for election-day voter registration precinct lists for the joint election. The County will determine the amount of election supplies needed for Election Day voting.

6. The County, by and through the County Clerk's Elections Division, and Administrative Operations, will be responsible for preparing and transporting voting equipment and election-day supplies for use on Election Day.

7. The County, by and through the County Voter Registrar, will provide the list of registered voters as needed in the overlapping jurisdictions identified in the attached exhibits, with designation of registered voters in each Participating Entity, for use at the joint election day polling place on Election Day.

8. The common polling place is designated as the polling place that the County uses. At the common polling place, a single ballot box will be used for depositing all ballots cast in the joint election. At this polling place, one voter registration list and one combination poll list and signature roster form will be kept for the joint election. The final returns for each Participating Entity and the County will be canvassed separately by each respective Participating Entity. The Travis County Clerk will maintain a return center on Election Day for the purpose of receiving returns from the County. The Travis County Clerk will provide unofficial election results to the qualified individual appointed by each Participating Entity.

9. On Election Day, the Travis County Clerk or the clerk's Elections Division will field all questions from election judges.

10. The County will make available translators capable of speaking English and Spanish to assist Spanish-speaking voters in understanding and participating in the election process in the territory covered by this agreement.

B. Participating Entities' Responsibilities

1. Before Election Day, each Participating Entity will answer questions from the public with respect to the Participating Entity's election during regular office hours of 8:00 a.m. – 5:00 p.m.

2. The custodian of records for each Participating Entity will receive returns from the Travis County Clerk on Election Day.

V. Election Night

A. County Responsibilities

1. The County will be responsible for all activities on election night, including setting up a central counting station, coordinating and supervising the results tabulation, coordinating and supervising the physical layout of the support stations that are the joint election's receiving substations, and coordinating and managing election media coverage.

2. The County is responsible for transporting voted ballot boxes to the central counting station.

3. The County will appoint the presiding judge and alternate presiding judge of the central counting station to maintain order at the central counting station, to administer oaths as necessary, to receive sealed ballot boxes, and to perform such other duties that the Texas Election Code requires, and will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election. The presiding judge of the central counting station may appoint clerks to serve at the central counting station. In addition, the County will appoint a tabulation supervisor to be in charge of operating the automatic tabulating equipment at the central counting station; an individual to serve as central counting station manager; and an assistant counting station manager to be in charge of administering the central counting station and generally supervising the personnel working at the central counting station. The County will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election.

4. The County will provide the Participating Entities with reasonable space in a public area adjacent to the central counting station at which each Participating Entity may have representatives or other interested persons present during the counting process.

B. Participating Entities' Responsibilities

1. Other than receiving returns from the Travis County Clerk, the Participating Entities have no role or responsibility on the night of the election.

VI. County Resources

A. The County will provide the Elections Division permanent staff and offices to administer the joint election, under the Travis County Clerk's direction.

B. For early voting, the County will provide a locked and secure area in which voted ballot boxes will be stored until the Early Voting Ballot Board convenes. The County, by and through Administrative Operations, will be responsible for transporting the ballot boxes to the central counting station for the Early Voting Ballot Board.

C. The County will be responsible for providing and maintaining voting equipment and testing any voting equipment as required by the Texas Election Code.

D. The County will process the payroll for all temporary staff hired to conduct the joint election. The payroll processing includes statutory reporting and providing W-2 forms where applicable.

E. The County will conduct early voting as indicated in this agreement.

VII. Joint Election Costs; Payment

A. Transmitted with this agreement is a check payable to Travis County from each Participating Entity, in the amount equal to the deposit identified for each Entity in the Cost Estimate attached as Exhibit C, which is also incorporated into this agreement. This deposit represents approximately 75% of the costs of each Participating Entity's share of the estimated election costs. The County will submit an invoice to each Participating Entity for the balance of the Participating Entity's actual joint election expenses upon the election's completion. Joint-election expenses include expenses for facilities, personnel, supplies, and training that the County actually incurs for establishing and operating all early voting and election-day activities at the polling place in the joint election territory as well as activities related to tabulating votes, all as reflected on the Cost Estimate. Each Participating Entity will pay the total amount of its invoice within thirty (30) days of receiving it.

B. In the event of a recount, the expense of the recount will be borne by the Participating Entity involved in the recount on a pro-rata basis.

C. In the event a Participating Entity cancels its respective election because of unopposed candidates under Texas Election Code Title I, subchapter C, the Participating Entity will be responsible for its respective share of election expenses incurred through the date that the election is canceled as allocated to the cancelling entity based on the formula in the Cost Estimate, adjusted for the actual expenses incurred by the County through the date of the cancellation. When the Participating Entity cancels its election, the County will recalculate the allocation percentages among the remaining Entities according to the formula used in the Cost Estimate.

D. In the event there are any expenses associated with processing a ballot arising from a write-in candidate, the Participating Entity that received the declaration will bear the expenses.

E. A Participating Entity that establishes an early voting polling place, other than one that was mutually agreed upon by all Participating Entities, will bear the expense of doing so. The Cost Estimate for each individual Participating Entity will include additional polling locations for each Participating Entity, as set forth in Exhibit C.

VIII. General Provisions

A. Legal Notices

Each of the Participating Entities will be individually responsible for preparing the election orders, resolutions, notices, and other pertinent documents for adoption or execution by its own respective governing board and for all related expenses. ***Each of the Participating Entities will be individually responsible for obtaining appropriate preclearance, if necessary, from the United States Department of Justice.*** The Travis County Clerk will provide each Participating Entity information on changes affecting the Participating Entity's election, such as polling place changes and changes in voting equipment, when such changes are confirmed, verified, or otherwise become known to the clerk's office. Each of the Participating Entities will be individually responsible for posting or publishing election notices and for all related expenses. Each of the Participating Entities further will be individually responsible for election expenses incurred in relation to any polling place that is not a common polling place as designated in this agreement.

B. Communication

Throughout this agreement's term, the Travis County Clerk or the clerk's employee will meet as necessary with the designated representative of each Participating Entity to discuss and resolve any problems that might arise regarding the joint election.

C. Custodian

The Travis County Clerk will serve as the custodian of the keys to the ballot boxes for voted ballots in the joint election.

D. Effective Date

This agreement takes effect upon its complete execution by all Participating Entities and the County. The obligation of each Participating Entity to the County under this agreement will not end until the entity pays the County its share of the joint election costs.

IX. Miscellaneous Provisions

A. Amendment/Modification of Exhibits A, B, and C

1. The Participating Entities acknowledge and agree that Exhibits A, B, and C may be amended to add or remove entities wishing to participate or cease participating in the agreement. The Participating Entities agree to future amendments of Exhibits A, B, and C and authorize the County to enter into such amendments without the Entities' having to sign the future amendments. The County agrees to notify all Participating Entities of any amendments to Exhibits A, B, and C.

2. Except as otherwise provided, this Agreement may not be amended in any respect whatsoever except by a further agreement in writing, duly executed by the parties to this agreement. No official, representative, agent, or employee of the County has any authority to modify this Agreement except by express authorization from the Travis County Commissioners Court. No official, representative, agent, or employee of any Participating Entity has any authority to modify this agreement except by express authorization from the governing body of the respective Participating Entity. The Travis County Clerk may propose necessary amendments to this agreement in writing in order to conduct the joint election smoothly and efficiently. The Travis County Commissioners Court and the governing body of the respective Participating Entity, however, must approve any proposal.

B. Notice

Any notice to be given in this agreement, by any party to the other, must be in writing and delivered personally or by certified mail, return receipt requested, to the proper party at the addresses listed in Exhibit A.

Each party may change the address for notice to it by giving notice of the change under this section's terms.

C. Force Majeure

In the event that the County cannot perform any of its obligations in this agreement or is interrupted or delayed by any occurrence not occasioned by its own conduct, whether it be an act of God, the result of war, riot, civil commotion, sovereign conduct, or like reason, then the County will be excused from performing for such period of time as is reasonably necessary after such occurrence to remedy its effects.

D. Venue and Choice of Law

The Participating Entities agree that venue for any dispute arising under this agreement will lie in the appropriate courts of Austin, Travis County, Texas. This agreement is governed by and construed under the laws of Texas and the United States of America.

E. Entire Agreement

This agreement contains the parties' entire agreement relating to the rights granted and the obligations assumed in it, and it supersedes all prior agreements, including prior election services contracts relating to each Participating Entity's May 10, 2014 election. Any prior agreements,

promises, negotiations, or representations not expressly contained in this agreement are of no force or effect. Any oral representations or modifications concerning this agreement have no force or effect, except a subsequent amendment in writing as this agreement provides.

F. Severability

If any provision of this agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability will not affect the agreement's remaining provisions; and its parties will perform their obligations under the agreement's surviving terms and provisions.

G. Breach

In the event that any Participating Entity or the County breaches any of its obligations under this agreement, the non-breaching party will be entitled to pursue any and all rights and remedies allowed by law.

H. Payments from Current Revenues

Payments made by the Participating Entities in meeting their obligations under this agreement will be made from current revenue funds available to the governing body of the respective Participating Entity. Payments made by the County in meeting its obligations under this agreement will be made from current revenue funds available to the County.

I. Other Instruments

The Participating Entities agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out this agreement's purposes.

J. Third Party Beneficiaries

Except as otherwise provided in this agreement, nothing in this agreement, expressed or implied, is intended to confer upon any person, other than the parties to it, any of its benefits, rights or remedies.

K. Other Joint Election Agreements

The County and the Participating Entities expressly understand and acknowledge that each may enter into other joint election agreements with other political subdivisions, to be held on Election Day and at common polling places covered by this agreement, and that the addition of other political subdivisions as parties to this agreement will require amending Exhibits A, B, and C.

L. Mediation

When mediation is acceptable to both parties in resolving a dispute arising under this agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Texas Civil Practice and Remedies Code section 154.023. Unless both parties are satisfied with the mediation's result, the mediation will not constitute a final and binding resolution to the dispute. All communications within the scope of the mediation will remain confidential as described in section 154.023, unless both parties agree, in writing, to waive the confidentiality. Despite this, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this agreement has the same meanings as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

M. Counterparts

This Agreement may be executed in multiple counterparts, all of which will be deemed originals and with the same effect as if all parties to it had signed the same document. All of such counterparts will be construed together and will constitute one and the same agreement.

The parties to this agreement have executed it in multiple copies, each of equal dignity, on this ____ day of _____, 2014.

TRAVIS COUNTY

BY: _____
Samuel T. Biscoe
County Judge

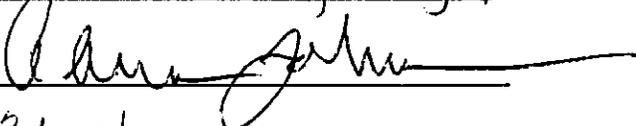
A handwritten signature in black ink, appearing to read "Dana DeBeauvoir", written over a horizontal line.

BY: _____
Dana DeBeauvoir
County Clerk

PARTICIPATING ENTITIES

Name of Participating Entity City of Bee Cave
Address 4000 Galleria Parkway
Bee Cave, TX 78738
Name of Authorized Signatory Caroline Murphy
Signature Caroline Murphy
Date signed 3/25/14

PARTICIPATING ENTITIES

Name of Participating Entity Village of Briarcliff
Address 302 Sleat Drive
Briarcliff, TX 78669
Name of Authorized Signatory Aaron Johnson, Village Administrator
Signature 
Date signed 3/25/14

PARTICIPATING ENTITIES

Name of Participating Entity: City of Round Rock
Address: 221 East Main Street
Round Rock, TX 78664
78664

Executed this 27th day of March, 2014.

BY: 

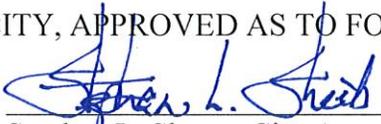
Alan McGraw
Mayor

ATTEST:

BY: 

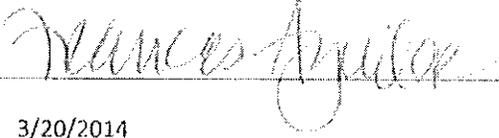
Sara White
City Clerk

FOR CITY, APPROVED AS TO FORM:

By: 

Stephan L. Sheets, City Attorney

PARTICIPATING ENTITIES

Name of Participating Entity	City of Manor
Address	P.O. Box 427
	Manor, Texas 78602
Name of Authorized Signatory	Frances M. Aguilar
Signature	
Date signed	3/20/2014

BY: _____

Dana DeBeauvoir

County Clerk

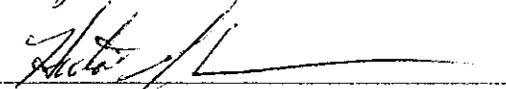
PARTICIPATING ENTITIES

Name of Participating Entity Village of Webberville

Address 19208 FM 969

Webberville, Texas 78653

Name of Authorized Signatory Mayor Hector Gonzalez

Signature 

Date signed 3-21-14

EXHIBIT A

May 2014 Entities

Municipalities

- City of Bee Cave
- Village of Briarelliff
- City of Round Rock
- City of Manor
- Village of Webberville
- City of West Lake Hills

School Districts

- Eanes ISD
- Lake Travis ISD
- Manor ISD
- Pflugerville ISD
- Round Rock ISD

ESDs

- Travis County ESD No. 2

MUDs

PARTICIPATING ENTITIES

Name of Participating Entity	City of West Lake Hills
Address	911 Westlake Dr. West Lake Hills, TX 78746
Name of Authorized Signatory	Dave Claunch
Signature	
Date signed	April 4, 2014

PARTICIPATING ENTITIES

Name of Participating Entity Eanes ISD

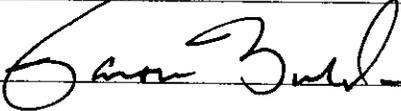
Address 601 Camp Craft Rd.
Austin, TX. 78796

Name of Authorized Signatory Nola H. Wellman, Ph.D.

Signature Nola Wellman

Date signed 4/14/14

PARTICIPATING ENTITIES

Name of Participating Entity	<u>LAKE TRAVIS ISD</u>
Address	<u>3322 RANCH RD., 620 SOUTH</u>
	<u>AUSTIN, TEXAS 78738</u>
Name of Authorized Signatory	<u>JASON BUDDIN</u>
Signature	<u></u>
Date signed	<u>APRIL 15, 2014</u>

PARTICIPATING ENTITIES

Name of Participating Entity MANOR ISD
Address 10335 US Hwy 290 E
Manor, TX 78653
Name of Authorized Signatory Desiree Barnes Cornelius-Fisher
Signature 
Date signed 3/21/2014

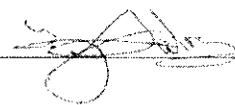
PARTICIPATING ENTITIES

Name of Participating Entity Pflugerville Independent School District

Address 1401 W. Pecan Street

Pflugerville, TX 78660

Name of Authorized Signatory Dr. Troy Galow

Signature 

Date signed March 27, 2014

PARTICIPATING ENTITIES

Name of Participating Entity Round Rock ISD

Address 1311 Round Rock Avenue
Round Rock, TX 78681

Name of Authorized Signatory Ramiro Flores

Signature 

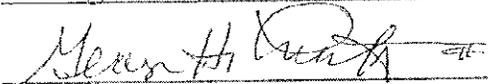
Date signed 4/17/18

PARTICIPATING ENTITIES

Name of Participating Entity Travis County Emergency Services District No. 2

Address 203 E. Pecan
Pflugerville, Texas 78660

Name of Authorized Signatory George H. Mentzer, II, Vice President

Signature 

Date signed April 24, 2014

PARTICIPATING ENTITIES

Name of Participating Entity Lakeway Municipal Utility District

Address 1097 Lohmans Crossing

Lakeway TX 78734

Name of Authorized Signatory Earl Foster

Signature Earl Foster

Date signed 3-24-14

PARTICIPATING ENTITIES

Name of Participating Entity Pilot Knob Municipal Utility District No. 2

Address 100 Congress Avenue, Suite 1300

Austin, Texas 78701

Name of Authorized Signatory Jennifer Fadal, President, Board of Directors

Signature

A handwritten signature in blue ink, appearing to read "Jennifer Fadal", written over a horizontal line.

Date signed

February 20, 2014

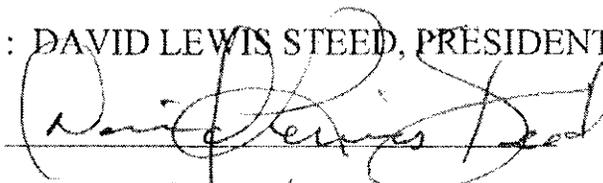
PARTICIPATING ENTITIES

Name of Participating Entity: TRAVIS COUNTY WATER CONTROL
AND IMPROVEMENT DISTRICT NO. 17

Address 3812 Eck Lane
Austin, Texas 78734

Name of Authorized Signatory : DAVID LEWIS STEED, PRESIDENT

Signature

A handwritten signature in cursive script, appearing to read "David Lewis Steed", written over a horizontal line.

Date signed

20 March 2014

EXHIBIT A

May 2014 Entities

Municipalities

City of Bee Cave
Village of Briarcliff
City of Round Rock
City of Manor
Village of Webberville
City of West Lake Hills

School Districts

Eanes ISD
Lake Travis ISD
Manor ISD
Pflugerville ISD
Round Rock ISD

ESDs

Travis County ESD No. 2

MUDs

Lakeway MUD
Pilot Knob MUD No. 2 (Establishing election)

WCIDs

Travis County WCID No. 17

EXHIBIT B
MAPS AND DESCRIPTIONS



Travis County
Tax Office

Voter Registration
Division

512-854-9473

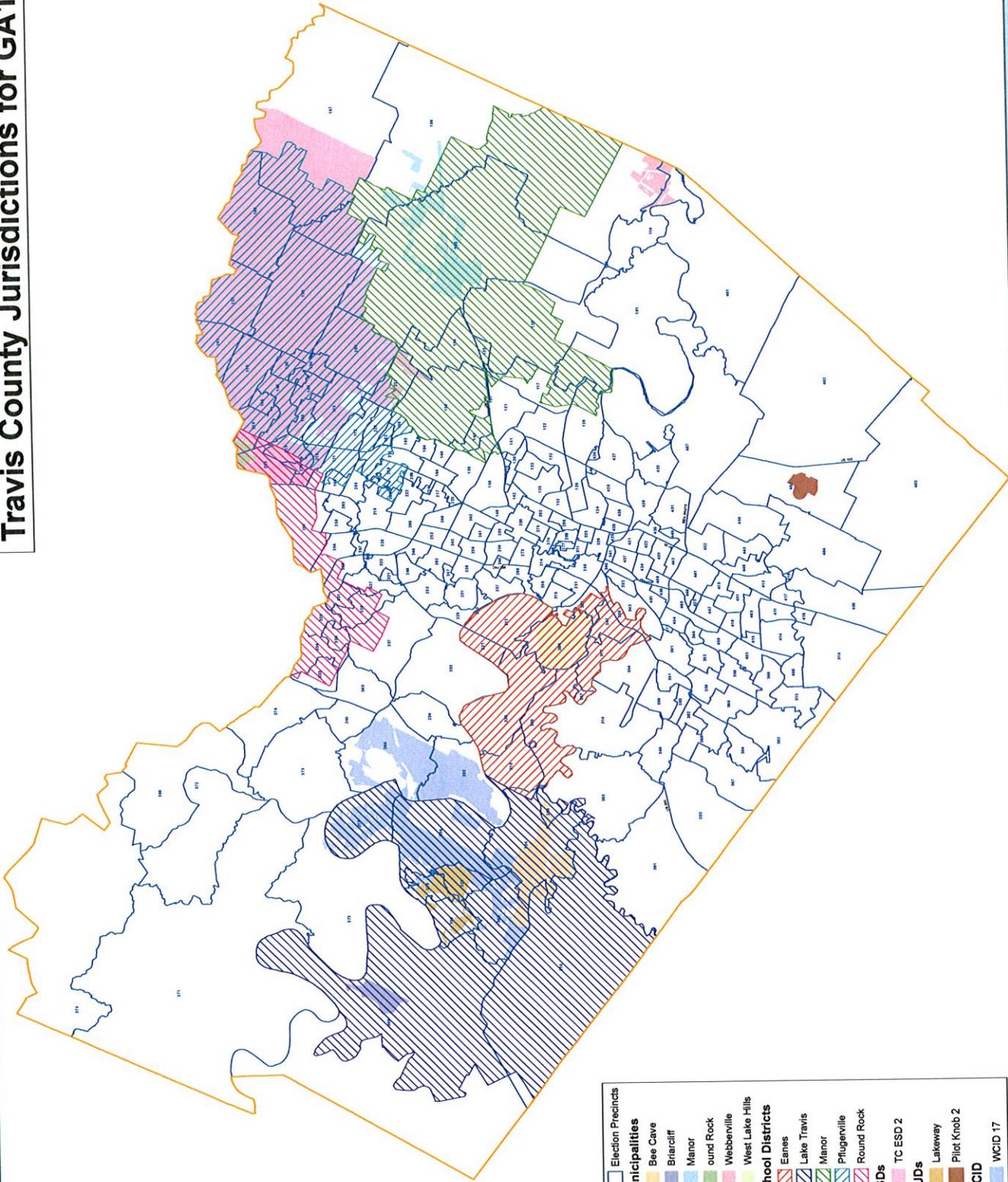


Print Date: 3/11/2014



Travis County, Texas
Voter Registration Division
1000 North Mopac Expressway
Austin, Texas 78701
Phone: 512-854-9473
Fax: 512-854-9474
www.traviscountytx.gov

Travis County Jurisdictions for GA14



- Election Precincts
- Municipalities**
- Bee Cave
- Briarcliff
- Manor
- Round Rock
- Webberville
- West Lake Hills
- School Districts**
- Ennes
- Lake Travis
- Manor
- Pflugerville
- Round Rock
- ESDs**
- TC ESD 2
- MUDs**
- Lakeway
- Pilot Knob 2
- WCID**
- WCID 17

EXHIBIT C
COST ESTIMATE

	Voting Population	% of entity population to total in election	Costs	Additional Mobile	Cost w/ Mobile	Admin Fee	Equipment Fee	Total Costs	Estimate at 75%	Buy In	Total Due	Amount Paid	Amount of Billing	Breakdown of Payments			
														Cost	Admin	Equipment	Total
City of MANOR	2601	1%	\$ 4,541.00		\$ 4,541.00	\$ 454.10	\$ 61.00	\$ 5,056.10	\$ 3,792.00	\$ 100.00	\$ 3,892.00	\$ 3,892.00	\$ 3,892.00	3,496.75	349.58	45.75	3,892.00
City of WESTLAKE HILLS	2794	1.09%	4,878.00		4,878.00	487.8	66	5,431.80	4,074.00	100.00	4,174.00	4,174.00	4,174.00	3,749.50	374.85	49.50	4,173.85
Village of BRIARCLIFF	1170	0.46%	2,043.00		2,043.00	204.30	27.00	2,274.30	1,706.00	100.00	1,806.00	1,806.00	1,806.00	1,623.25	162.23	20.25	1,805.73
City of BEE CAVE	3375	1.32%	5,893.00		5,893.00	589.30	79.00	6,561.30	4,921.00	100.00	5,021.00	5,021.00	5,021.00	4,510.75	450.98	59.25	5,020.98
City of ROUND ROCK	561	0.22%	980.00		980.00	98.00	13.00	1,091.00	818.00	100.00	918.00	918.00	918.00	826.00	82.50	9.75	918.25
Village of WEBBERVILLE	244	0.10%	426.00		426.00	42.60	6.00	474.60	356.00	100.00	456.00	456.00	456.00	410.50	40.95	4.50	455.95
EMER SVC DIST 2	54846	21.46%	95,764.00		95,764.00	9,576.40	1,288.00	106,628.40	79,971.00	100.00	80,071.00	80,071.00	80,071.00	71,914.00	7,191.30	966.00	80,071.30
LAKEMAY MUD 1	4834	1.93%	8,615.00		8,615.00	861.50	116.00	9,592.50	7,194.00	100.00	7,294.00	7,294.00	7,294.00	6,552.25	655.13	87.00	7,294.38
PILOT KNOB MUD 2	0	0.00%								100.00	100.00	100.00					
EARLES ISD	27683	10.83%	48,336.00	17,150.00	65,496.00	6,549.60	650.00	72,695.60	54,522.00	100.00	54,622.00	54,622.00	54,622.00	49,213.00	4,921.20	487.50	54,621.70
LAKE TRAVIS ISD	29226	11.44%	51,030.00		51,030.00	5,103.00	686.00	56,819.00	42,614.00	100.00	42,714.00	42,714.00	42,714.00	38,363.50	3,836.25	514.50	42,714.25
MANOR ISD	16451	6.44%	28,724.00		28,724.00	2,872.40	386.00	31,982.40	23,987.00	100.00	24,087.00	24,087.00	24,087.00	21,694.00	2,169.30	289.50	24,086.80
PFLUGERVILLE ISD	65272	25.54%	113,969.00	12,480.00	126,449.00	12,644.90	1,532.00	140,625.90	105,469.00	100.00	105,569.00	105,569.00	105,569.00	94,927.75	9,492.68	1,149.00	105,569.43
ROUND ROCK ISD	30142	11.79%	52,650.00		52,650.00	5,265.00	708.00	58,601.00	43,951.00	100.00	44,051.00	44,051.00	44,051.00	39,563.50	3,956.25	531.00	44,050.75
WCID 17	16258	6.36%	28,387.00		28,387.00	2,838.70	382.00	31,607.70	23,706.00	100.00	23,806.00	23,806.00	23,806.00	21,381.25	2,138.03	286.50	23,805.78
	255557	100%	446,216.00	29,640.00	475,856.00	47,585.60	6,000.00	529,441.60	397,081.00	1,500.00	398,581.00	398,581.00	398,482.03	358,166.00	35,815.23	4,500.00	398,481.23

(1.02)



Travis County Commissioners Court Agenda Request

Meeting Date: April 29, 2014 Executive Session

Prepared By: Greg Chico **Phone #:** (512) 854-4659

Division Director/Manager: Greg Chico, Real Estate Manager

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

Sponsoring Court Member: Commissioner Gomez, Precinct Four

AGENDA LANGUAGE: Consider and take appropriate action on various matters related to right-of-way issues associated with the planned Maha Loop roadway development project located between State Highway 71 East and Pearce Lane in Precinct Four.

(EXECUTIVE SESSION PURSUANT TO GOV'T. CODE ANN 551.071
CONSULTATION WITH ATTORNEY AND GOV'T. CODE ANN 551.072 REAL
PROPERTY)

BACKGROUND/SUMMARY OF REQUEST:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

ATTACHMENTS/EXHIBITS:

REQUIRED AUTHORIZATIONS:

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

CC:

Greg Chico	Real Estate Manager	TNR	(512) 854-4659
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Mike Martino	Real Estate Rep.	TNR	(512) 854-7646
Tom Nuckols, esq.	County Attorney's Off.		(512) 854-9513
Chris Gilmore, esq.	County Attorney's Off.		(512) 854-9455

SM:GC:gc

3105 - Public Works/ROW- Maha Loop; agenda266



Travis County Commissioners Court Agenda Request

Meeting Date: April 29, 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:

Consider and take appropriate action concerning the settlement offer regarding payment for STAR Flight services rendered to Pablo Campos. Executive Session also pursuant to Tex. Gov't Code § 551.071(1)(B).

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

N/A

STAFF RECOMMENDATIONS: N/A

ISSUES AND OPPORTUNITIES: N/A

FISCAL IMPACT AND SOURCE OF FUNDING: N/A

REQUIRED AUTHORIZATIONS:

Danny Hobby 854.9367



Travis County Commissioners Court Agenda Request

Meeting Date: April 29, 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, May 20, 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 705 and 706 of Apache Shores, Section 3 – Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

TNR staff has received a request to authorize the filing of an instrument to vacate two five foot wide public utility easements (PUEs) located along the common lot line of Lots 705 and 706 of Apache Shores, Section 3. The easements are dedicated per plat note. Lots 705 and 706 front on a section of Crazy Horse Pass that is not maintained by Travis County.

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

STAFF RECOMMENDATIONS:

The request has been reviewed by TNR staff which finds that 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 house on the two lots. 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	Development Services	(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 3

COPY

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 705 and 706 of Apache Shores Section 3 as recorded at Book 49, Page 47 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 May 20, 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 705 and 706 of Apache Shores, Section 3, as shown and described in the attached field notes and sketch, are hereby vacated.

ORDERED THIS THE _____ DAY OF _____ 2014.

SAMUEL T. BISCOE, COUNTY JUDGE

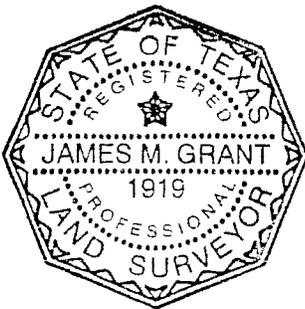
COMMISSIONER RON DAVIS
PRECINCT ONE

COMMISSIONER BRUCE TODD
PRECINCT TWO

COMMISSIONER GERALD DAUGHERTY
PRECINCT THREE

COMMISSIONER MARGARET GOMEZ
PRECINCT FOUR

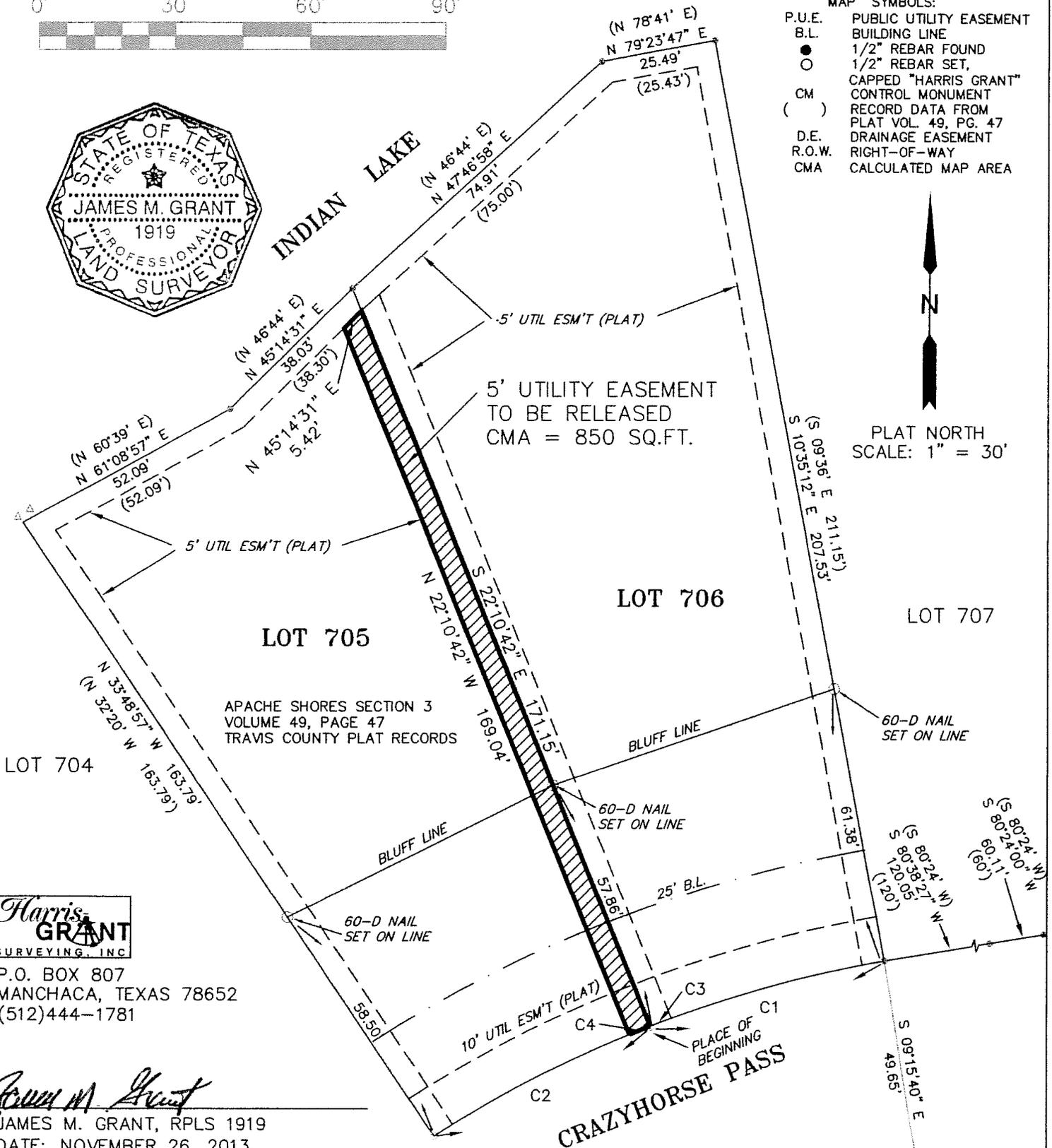
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	272.78'	54.09'	54.01'	N 74°23'29" E	11°21'44"
C2	272.78'	54.09'	54.00'	N 63°01'49" E	11°21'37"
C3	272.78'	5.00'	5.00'	S 69°14'08" W	01°03'02"
C4	272.78'	5.00'	5.00'	S 68°11'07" W	01°03'01"



- MAP SYMBOLS:
- P.U.E. PUBLIC UTILITY EASEMENT
 - B.L. BUILDING LINE
 - 1/2" REBAR FOUND
 - 1/2" REBAR SET,
 - CM CAPPED "HARRIS GRANT" CONTROL MONUMENT
 - () RECORD DATA FROM PLAT VOL. 49, PG. 47
 - D.E. DRAINAGE EASEMENT
 - R.O.W. RIGHT-OF-WAY
 - CMA CALCULATED MAP AREA



PLAT NORTH
SCALE: 1" = 30'



LOT 705
APACHE SHORES SECTION 3
VOLUME 49, PAGE 47
TRAVIS COUNTY PLAT RECORDS

LOT 706

LOT 707

LOT 704



P.O. BOX 807
MANCHACA, TEXAS 78652
(512)444-1781

James M. Grant
JAMES M. GRANT, RPLS 1919
DATE: NOVEMBER 26, 2013

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
FOR VACATION OF 5' UTILITY EASEMENT

INV. # 45620 W.O. # 44200

FILE PATH: JG\CARLSON\11-13\43999

BEING A CALCULATED MAP AREA OF 850 SQUARE FEET OUT OF LOT 705 OF "APACHE SHORES SECTION 3", A SUBDIVISION IN TRAVIS COUNTY, TEXAS AS RECORDED IN VOLUME 49, PAGE 47 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING PART OF THE 5 FEET WIDE UTILITY EASEMENT, DEDICATED BY SAID SUBDIVISION PLAT, ALONG THE EAST SIDE OF LOT 705, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" rebar found, capped "Harris Grant", on the curving north right-of-way line of Crazyhorse Pass, at the common southerly corner between Lots 705 and 706 of said Apache Shores Section 3, for the southeast corner and PLACE OF BEGINNING hereof, from which point a ½" rebar found at the southeast corner of Lot 706 bears N 74°23'29" E a chord distance of 54.01 feet;

THENCE with the curving north right-of-way line of Crazyhorse Pass, with a curve to the left, whose radius is 272.78 feet, arc length is 5.00 feet, central angle is 01°03'01", and whose chord bears S 68°11'07" W 5.00 feet to a calculated point for the southwest corner hereof;

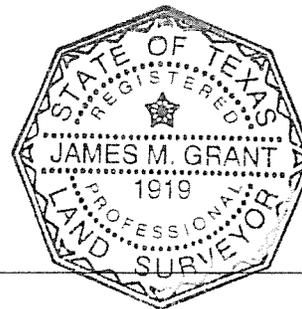
THENCE with a line 5 feet southwest of and parallel with the common line between Lots 705 and 706, N 22°10'42" W 169.04 feet to a calculated point on the south line of an existing 5' utility easement along the northerly line of Lot 705 for the northwest corner hereof;

THENCE with the south line of said existing 5' utility easement, and crossing through Lot 705, N 45°14'31" E 5.42 feet to a calculated point for the northeast corner hereof;

THENCE with the common line between Lots 705 and 706, S 22°10'42" E 171.15 feet to the PLACE OF BEGINNING and containing a calculated map area of 850 square feet, more or less.

Note: see map prepared to accompany this description.

Prepared by Harris-Grant Surveying, Inc.
TBPLS Firm # 10036100
P.O. Box 807; Manchaca, Texas 78652; (512) 444-1781



James M. Grant, RPLS 1919
November 26, 2013

5' UTILITY EASEMENT
TO BE RELEASED ON
LOT 706

BEING A CALCULATED MAP AREA OF 861 SQUARE FEET OUT OF LOT 706 OF "APACHE SHORES SECTION 3", A SUBDIVISION IN TRAVIS COUNTY, TEXAS AS RECORDED IN VOLUME 49, PAGE 47 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING PART OF THE 5 FEET WIDE UTILITY EASEMENT, DEDICATED BY SAID SUBDIVISION PLAT, ALONG THE WEST SIDE OF LOT 706, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found, capped "Harris Grant", on the curving north right-of-way line of Crazyhorse Pass, at the common southerly corner between Lots 705 and 706 of said Apache Shores Section 3, for the southwest corner and PLACE OF BEGINNING hereof, from which point a 1/2" rebar found at the southeast corner of Lot 706 bears N 74°23'29" E a chord distance of 54.01 feet;

THENCE with the common line between Lots 705 and 706, N 22°10'42" W 171.24 feet to a calculated point on the south line of an existing 5' utility easement along the northerly line of Lot 706, for the northwest corner hereof, from which point a 1/2" rebar found at the common northerly corner between said lots bears N 22°10'42" W 5.33 feet;

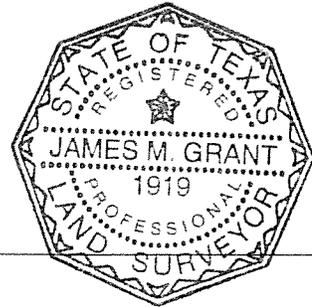
THENCE with the south line of said existing 5' utility easement, and crossing through Lot 706, N 47°46'58" E 5.32 feet to a calculated point for the northeast corner hereof;

THENCE with the east line of herein described tract, S 22°10'42" E 173.19 feet to a calculated point on the north right-of-way line of Crazyhorse Pass, for the southeast corner hereof;

THENCE with the curving north right-of-way line of Crazyhorse Pass, with a curve to the left, whose radius is 272.78 feet, arc length is 5.00 feet, central angle is 01°03'02", and whose chord bears S 69°14'08" W 5.00 feet to the PLACE OF BEGINNING and containing a calculated map area of 861 square feet, more or less.

Note: see map prepared to accompany this description.

Prepared by Harris-Grant Surveying, Inc.
TBPLS Firm # 10036100
P.O. Box 807; Manchaca, Texas 78652; (512) 444-1781



James M. Grant, RPLS 1919
November 26, 2013

A handwritten signature in cursive script that reads "James M. Grant".

February 6, 2014

We are requesting an easement release as described in the meets and bounds for the properties located at:

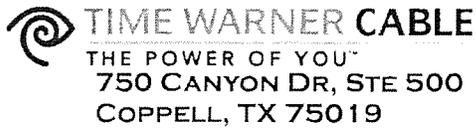
2506 & 2508 Crazyhorse Pass, Austin, TX 78734, Travis County,

Lots 705 & 706 Apache Shores, Section 3

We wish to build 1 house on 2 lots.

A handwritten signature in black ink, appearing to read "Louie Hausman", with a long horizontal flourish extending to the right.

Louie Hausman
Hausman Homes
14209 Ft Smith Trail
Austin, TX 78734
512-563-4447
Jhausman1@austin.rr.com



December 18, 2013

Louie Hausman
(512) 563-4447

SUBJECT: Abandonment of the ROW between Lots 705 and 706, Apache Shores Sec. 3, Austin, TX

We have reviewed your request for the above referenced Utility Easement, and Time Warner Cable (TWC) hereby grants the abandonment of the ROW between Lots 705 and 706, Apache Shores Sec. 3, located within the city of <Austin>, TX.

If applicable, please contact the Texas Excavation Safety System (Texas811) to have facilities marked & located within affected easements before any excavations are started.

For future reference, please send all utility coordination, abandonments, encroachments, plat signatures, or serviceability requests, or notices of relocation to west-engineering-relo@twcable.com. Please share this information with whoever needs these services.

Sincerely,





TRANSPORTATION AND NATURAL RESOURCES

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

700 Lavaca Street
Travis County Administration 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 2506-2508 CRAZY HORSE PASS (address) and/or LOTS 105-106 SECTION 3 APACHE SHORES (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

[checked] 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.

Henry A. Marley
Reviewed by Henry Marley

Deborah S. Gernes
Signature
Deborah S. Gernes
Printed Name
General Manager
Title
TR. Cty. WCID 17
Utility Company or District
1.20.14
Date

Please return this completed form to:

Louie Hausman
Name
14209 Ft Smith Trl
Address
Austin Tx 78734
City/State/Zip



TRANSPORTATION AND NATURAL RESOURCES

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

700 Lavaca Street
Travis County Administration 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 2506 & 2508 Crazy Horse Pass Austin, TX 78734 (address) and/or Lots 705 & 706 Apache Shores Sect 3 (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

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

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

Sonny Poole
Signature

Sonny Poole
Printed Name

Mgr., PIRES
Title

Austin Energy
Utility Company or District

1/16/2014
Date

Please return this completed form to:

Lowie Hausman
Name

14209 Ft Smith Trl
Address

Austin TX 78734
City/State/Zip



SOUTHWESTERN BELL TELEPHONE COMPANY

RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT, entered into by *SOUTHWESTERN BELL TELEPHONE COMPANY*, a Delaware corporation, GRANTOR, AND *Comanche Loop, LLC*, 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:

Lot 705 and Lot 706, Apache Shores, Section 3 (Amended), Deed of record in Documents 2013094892 and 2012163013, Property Records of Travis County, Texas

Said land of GRANTEE being subject to:

Easements recorded in Volume 50, Page 81, Plat Records of Travis County, Texas,

The portion of said easements to be hereby released is described as follows:

All of the 5 foot utility easement along the common property lines of said Lots 705 and 706, 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 29th day of JANUARY, 2014.

SOUTHWESTERN BELL TELEPHONE COMPANY

[Signature]

Name : DAVID A. WILLIAMS

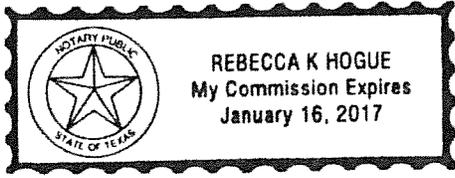
Title: HEAD OF PLANNING DESIGN

THE STATE OF TX
COUNTY OF TRAVIS

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

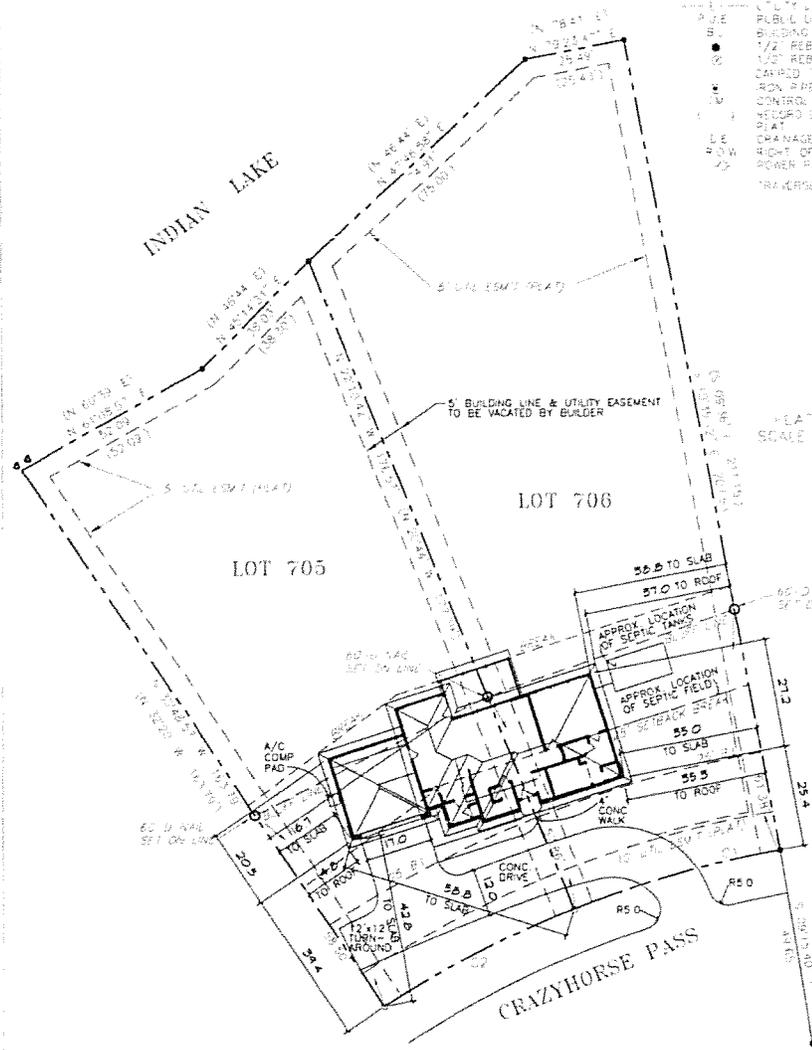
Given under my hand and seal of office this the 29th day of JANUARY, 2014.

[Signature]
Notary Public in and for the State of TEXAS
My Commission Expires Jan 16, 2017



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	772.76	54.09	54.07	N 74°23'29" E	112°44'
C2	772.76	54.09	54.07	N 83°01'49" E	112°43'

- MAP SYMBOLS
- X --- BARBED WIRE FENCE
 - CHAIN LINK FENCE
 - WOOD BOARD FENCE
 - TULLY LINE
 - P.U.E. PUBLIC UTILITY EASEMENT
 - B.L. BUILDING LINE
 - 1/2" REBAR FOUND
 - 1/2" REBAR SET
 - CHIMNEY MARKS TRANS
 - IRON PIPE FOUND
 - CONTROL MONUMENT
 - RECOVERED DATA FROM PLAT
 - D.E. DRAINAGE EASEMENT
 - R.O.W. RIGHT-OF-WAY
 - POWER POLE
 - TRAVELER'S SET



THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THEREFORE, THERE MAY BE ADDITIONAL EASEMENTS OR RESTRICTIONS NOT SHOWN HEREON.

P.O. BOX 801
MANDALAY, TEXAS 78657
(317)444-1128

© 2013 James M. Grant, Surveyor, 2013-04-09

JAMES M. GRANT, R.P.S. 1919
DATE: APR. 9, 2013

IMPERIAL SURVEY

LOT #	761	50 FT
BUILDING #	2016	60 FT
DRIVEWAY #	88	100 FT
SEWER #	1384	71 FT
SEWER #	113	52 FT
60\"/>		

SITE PLAN
SCALE 1" = 3000'
LOT 705 + 706
APACHE SHORES SEC 3

IMPROVEMENTS BY

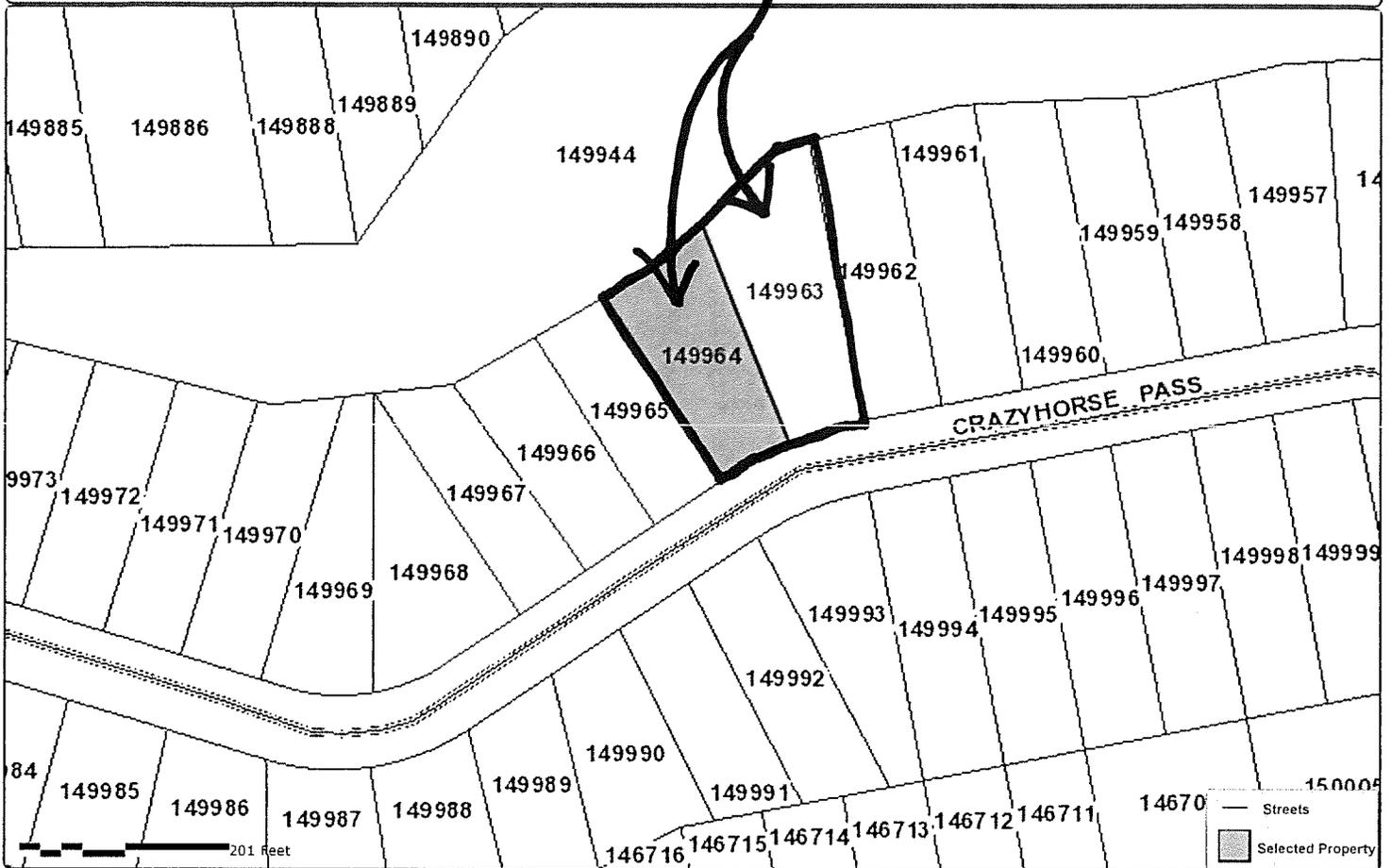
HOBBS' INK
SMITH
CUSTOM HOME DESIGN
APACHE SHORES SEC 3
200 JAMES GRANT DRIVE, SUITE 311, AMERITA, TEXAS 78704
PH: 317.261.8226 | FAX: 317.261.1037 | jgrant@hobbsink.com

BOUNDARY SURVEY OF LOTS 705-706,
APACHE SHORES SEC. 3

FILE PATH: \\G:\CARLSON\DESIGN\TOP\2013\ACS-1514299

Lots 705 & 706

Travis CAD - Map of Property ID 149964 for Year 2014



Property Details

Account

Property ID: 149964

Geo ID: 0147580921

Type: Real

Legal Description: LOT 705 APACHE SHORES SEC 3 AMENDED

Location

Situs Address: CRAZYHORSE PASS TX 78734

Neighborhood: R4100

Mapsc0: 490R

Jurisdictions: 0A, 03, 07, 2J, 52

Owner

Owner Name: COMANCHE LOOP LLC

Mailing Address: , 3809 MANCHACA RD, AUSTIN, TX 78704-6630

Property

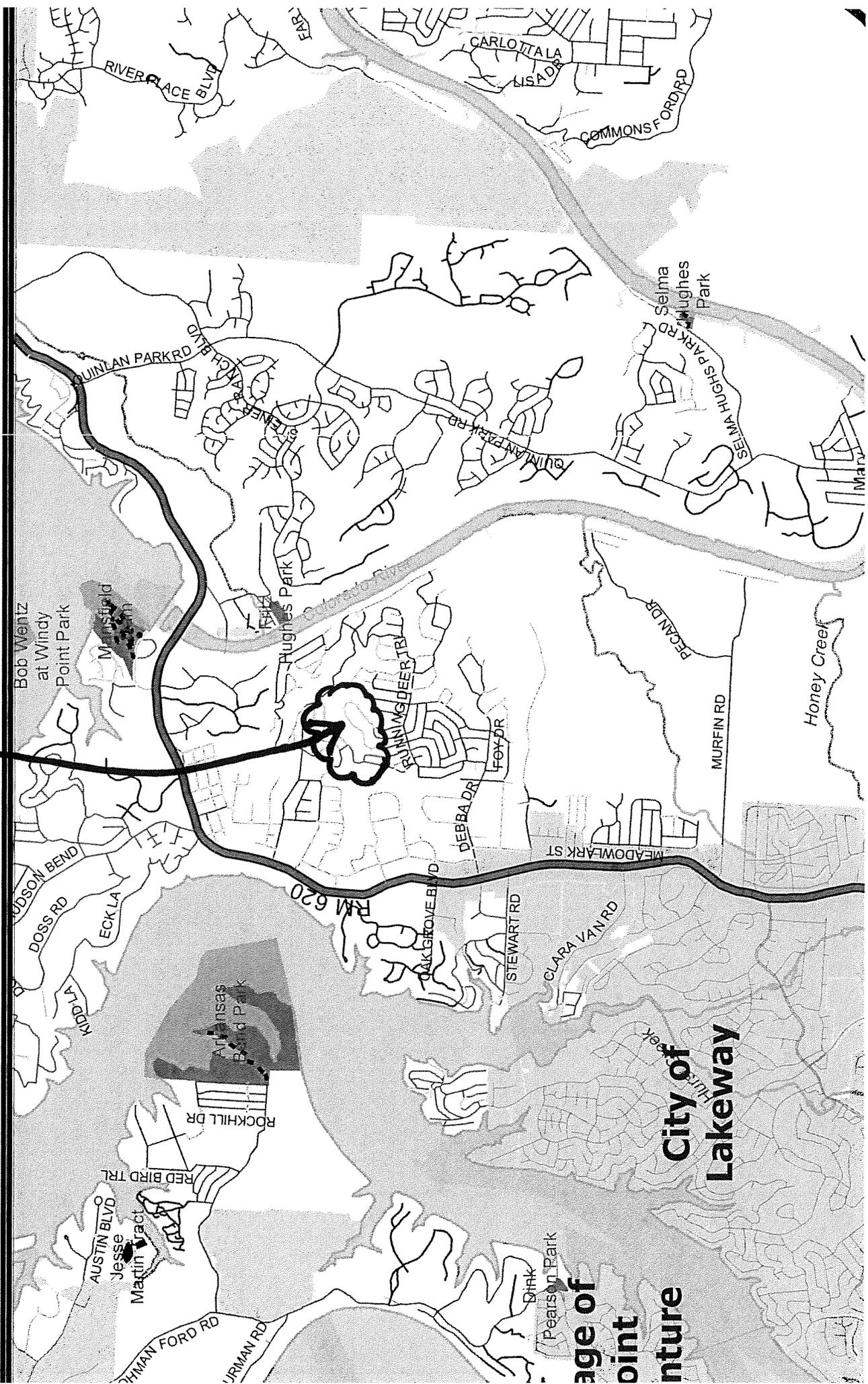
Appraised Value: N/A

<http://propaccess.traviscad.org/Map/View/Map/1/149964/2014>

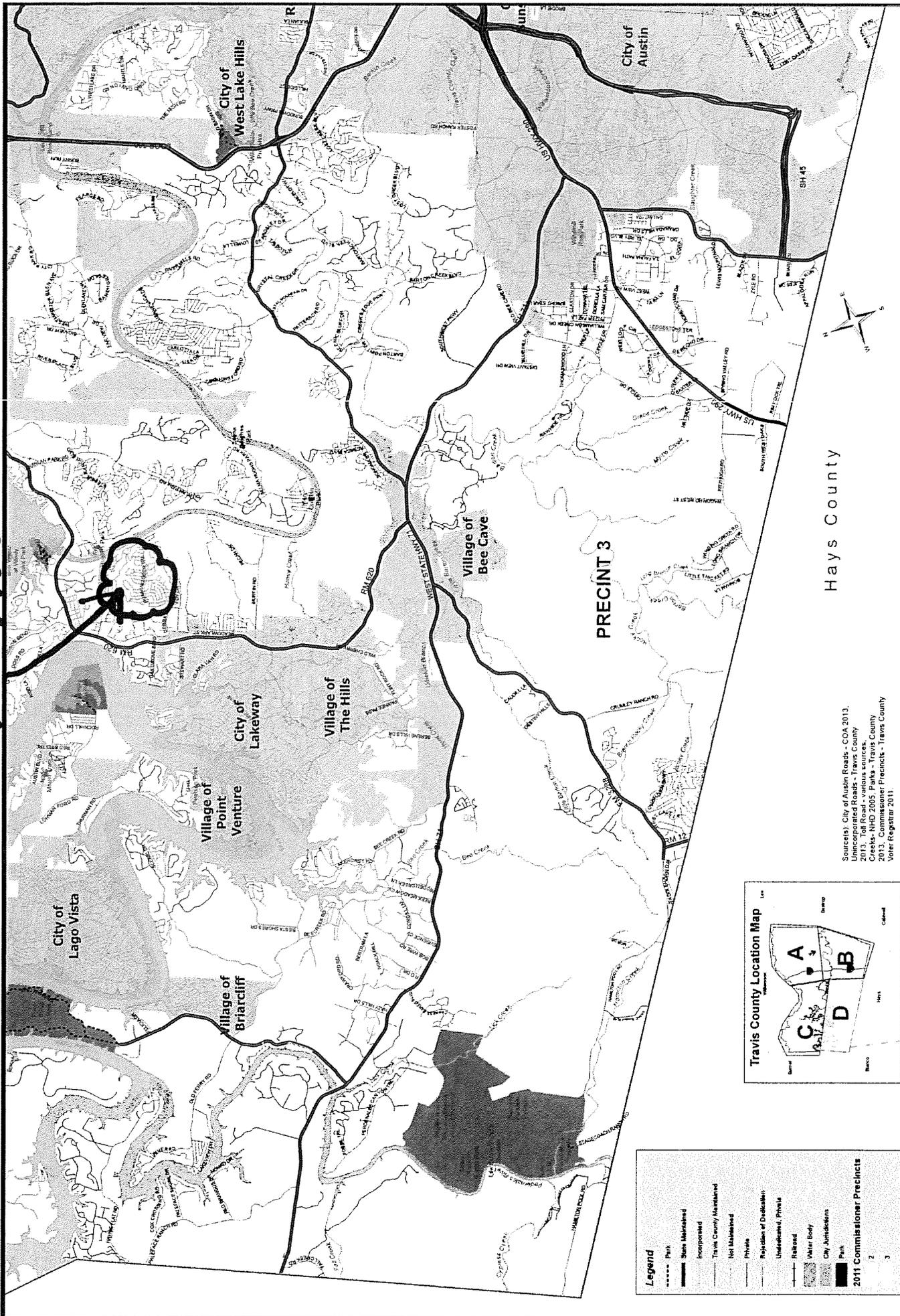
powered by:
PropertyACCESS
www.trueautomation.com

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

Site Area



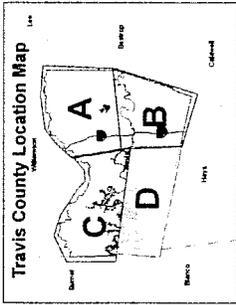
Site Area



Hays County



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



Legend	
-----	PHH
-----	State Maintained
-----	Incorporated
-----	Travis County Maintained
-----	Not Maintained
-----	Private
-----	Relocation of Dedication
-----	Undedicated Private
-----	Railroad
-----	Water Body
-----	City Jurisdiction
-----	PHH
-----	2011 Commission Precincts
-----	2
-----	3

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



Travis County Roadways, Map D