



Travis County Commissioners Court Agenda Request

Meeting Date: May 27, 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 Todd, Precinct Two

AGENDA LANGUAGE: Receive comments regarding a request to authorize the filing of an instrument to vacate a 15 foot wide drainage easement with its centerline located along the common lot line of Lots 1 and 2 of Wells Branch, Phase N – Precinct Two.

BACKGROUND/SUMMARY OF REQUEST:

TNR staff has received a request to authorize the filing of an instrument to vacate a 15 foot wide drainage easement (DE) with its centerline located along the common lot line of Lots 1 and 2 of Wells Branch, Phase N. The easement is schematically shown on the plat. Lots 1 and 2 front on Owen-Tech Boulevard, a street maintained by Travis County.

Professional engineer Hunter Shadburne has stated that:

"The request is being made because the 15' Drainage Easement is currently not being used. With the new Site Plan there will no longer be Wastewater drainage going through all three lots as North Woods existing plans show. The lots have been combined under one development and the drainage will be re-routed; please see Affinity Sheet 11 and Grading Sheet 8 attached for proposed plan including a proposed building to be placed where the 15' drainage easement is located, therefore in needs to be vacated. The project is currently under review for approval with the City of Austin, Travis County, and Wells Branch MUD."

Staff foresees no opposition to this request.

STAFF RECOMMENDATIONS:

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

ISSUES AND OPPORTUNITIES:

According to the request letter the owner has submitted a proposed plan to develop the subject lots through Permit #14-3321. The proposed plan involves placing a structure where the subject easement is currently located. Vacating the easement should resolve any potential encroachment issues. It has been determined that re-dedicating the easement in a different location will not be necessary.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

ATTACHMENTS/EXHIBITS:

REQUIRED AUTHORIZATIONS:

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

CC:

Stacey Scheffel	Permits Program Manager	TNR	(512) 854-7565
John Ellis	Engineer	TNR-Development Services	(512) 854-9805

SM:AB:ps

1101 - Development Services Long Range Planning - Wells Branch, Phase N



Travis County Commissioners Court Agenda Request

Meeting Date: May 27, 2013

Prepared By/Phone Number: Juanita Jackson, 854-4467

Elected/Appointed Official/Dept. Head: Sherri E. Fleming,
County Executive for Health and Human Services and Veterans Service

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Approve Resolution Recognizing Joe Ann Stoker for Her 26 Years of Service to Travis County and Its Residents.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Please see proposed resolution attached.

STAFF RECOMMENDATIONS:

Staff recommends approval of this resolution.

ISSUES AND OPPORTUNITIES:

Please see proposed resolution attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Approving this request will not increase the County Budget.

REQUIRED AUTHORIZATIONS:

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

Travis County Commissioners Court



Resolution

WHEREAS, since her hiring in 1988 and throughout her twenty-six year career, Joe Ann Stoker has served the residents of Travis County providing support and basic needs assistance; and

WHEREAS, Joe Ann Stoker has served on various inter-agency committees providing resource collaboration in basic needs services; and

WHEREAS, as a professional caseworker, she has also had the privilege of serving Travis County residents at all seven community centers in addition to working in Housing Services; and

WHEREAS, Joe Ann Stoker has served as a Lead Worker in the absence of the center's manager, she was also one of two staff members who worked with managers at all seven community centers as part of the Managerial Training Program initiative; and;

WHEREAS, she also obtained certification in Mental Health First Aid USA from the National Council for Behavioral Health as a first responder; and

WHEREAS, Joe Ann Stoker received the Health & Human Services and Veterans Service Community Hero Award in recognition of her work with Travis County residents; and

WHEREAS, it is appropriate that we take this opportunity to honor Joe Ann Stoker on the occasion of her retirement and know that her contributions will remain a part of Travis County for years to come.

NOW, THEREFORE, BE IT RESOLVED THAT WE, THE TRAVIS COUNTY COMMISSIONERS COURT, DO HEREBY EXTEND SPECIAL THANKS TO JOE ANN STOKER FOR HER YEARS OF DEDICATED SERVICE TO TRAVIS COUNTY AND ITS RESIDENTS AND EXTEND BEST WISHES TO HER IN ALL FUTURE ENDEAVORS.

SIGNED AND ENTERED THIS 27th DAY OF MAY 2014.

SAMUEL T. BISCOE
COUNTY JUDGE

RON DAVIS
COMMISSIONER, PRECINCT 1

BRUCE TODD
COMMISSIONER, PRECINCT 2

GERALD DAUGHERTY
COMMISSIONER, PRECINCT 3

MARGARET J. GÓMEZ
COMMISSIONER, PRECINCT 4



Travis County Commissioners Court Agenda Request

Meeting Date: May 27, 2013

Prepared By/Phone Number: Juanita Jackson, 854-4467

Elected/Appointed Official/Dept. Head: Sherri E. Fleming,
County Executive for Health and Human Services and Veterans Service

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Approve Resolution Recognizing David Polacheck for His 25 Years of Service to Travis County and Its Residents.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Please see proposed resolution attached.

STAFF RECOMMENDATIONS:

Staff recommends approval of this resolution.

ISSUES AND OPPORTUNITIES:

Please see proposed resolution attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Approving this request will not increase the County Budget.

REQUIRED AUTHORIZATIONS:

Travis County Commissioners Court



Resolution

WHEREAS, from his date of hire on March 9, 1989, David Polacheck's work has been known for its excellence in customer service, teamwork, and leadership. He is inspirational to us all, and

WHEREAS, on his last work day, May 30, 2014, David Polacheck will have provided 25 years of dedicated and remarkable service to the citizens of Travis County and his co-workers in the Health and Human Services & Veterans Services Department; and

WHEREAS, David Polacheck will retire undefeated, uncontested and unofficially as the Travis County Health and Human Services and Veterans Service, honorary "Jeopardy" and "Family Feud" Game Show Champion, and

WHEREAS, David Polacheck has demonstrated unmatched devotion to others by arranging to provide after-hours volunteer service for literacy tutoring to the grandchild of a co-worker, and

WHEREAS, on March 9, 2011, David received "Outstanding Public Citizen of The Year" recognition by the Austin Branch of National Association of Social Workers (NASW) for dedication and selfless service to the cause of Literacy, which is a shared and supported interest of Travis County, and

WHEREAS, David's accomplishments are shared with his wife, Karen, who joins in congratulating him on his retirement, and

WHEREAS, it is appropriate that we take this opportunity to honor David Polacheck on his retirement and know that his contributions will remain a part of Travis County for years to come.

NOW, THEREFORE, BE IT RESOLVED THAT WE, THE TRAVIS COUNTY COMMISSIONERS COURT, DO HEREBY EXTEND OUR SINCERE APPRECIATION, PERSONAL, PROFESSIONAL AND SPECIAL THANKS TO DAVID POLACHECK FOR HIS 25-PLUS YEARS OF DEDICATED SERVICE TO TRAVIS COUNTY AND ITS RESIDENTS AND CONGRATULAIONS ON HIS WELL-EARNED RETIREMENT AND OUR BEST WISHES TO HIS FAMILY FOR CONTINUED SUCCESS, JOY, AND GOOD HEALTH IN THE YEARS TO COME.

SIGNED AND ENTERED THIS 27th DAY OF MAY, 2014.

SAMUEL T. BISCOE
COUNTY JUDGE

RON DAVIS
COMMISSIONER, PRECINCT 1

BRUCE TODD
COMMISSIONER, PRECINCT 2

GERALD DAUGHERTY
COMMISSIONER, PRECINCT 3

MARGARET J. GÓMEZ
COMMISSIONER, PRECINCT 4



Travis County Commissioners Court Agenda Request

Meeting Date: May 27, 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:

Leroy Nellis – 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****5/27/2014****AMENDMENTS**

BA#	IO/WBS	FUND	COST CENTER	COMMITMENT	Dept.	Line Item	Increase	Decrease	Pg #
A1		0001	198000	580010	Reserves	Allocated Reserves		\$7,500.00	1
		0001	117001	595010	Historical Comm.	County Contribution to Grants	\$7,500.00		
A2		0001	198000	580010	Reserves	Allocated Reserves		\$32,071.00	4
		0001	119001	500050	County Attorney	Salaries - Regular Employee	\$10,484.00		
		0001	119001	506010	County Attorney	FICA - OASDI	\$650.00		
		0001	119001	506020	County Attorney	Medicare	\$152.00		
		0001	119001	506030	County Attorney	Medical Insurance Benefit	\$1,559.00		
		0001	119001	506040	County Attorney	Life Insurance Benefit	\$17.00		
		0001	119001	506050	County Attorney	Retirement Contribution	\$1,433.00		
		0001	119001	506060	County Attorney	Worker's Compensation	\$20.00		
		0001	119001	512030	County Attorney	Professional Licenses	\$42.00		
		0001	119001	512060	County Attorney	Subscription & Publications	\$67.00		
		0001	119001	512050	County Attorney	Registration Conference/Seminars	\$100.00		
		0001	119001	512090	County Attorney	Travel-Lodging Meals/Other	\$208.00		
		0001	119001	511270	County Attorney	Notary Services	\$12.00		
		0001	119001	510210	County Attorney	Office Furniture	\$5,800.00		
		0001	119001	510220	County Attorney	Office Supplies	\$125.00		
		0001	119001	512100	County Attorney	Travel Mileage	\$42.00		
		0001	119001	512040	County Attorney	Professional Membership	\$28.00		
		0001	119001	510070	County Attorney	Computer Equipment & Peripherals	\$11,332.00		

OTHER

O1	Approve cell phone allowances for two (2) staff members in the Medical Examiner's Office	20
O2	Request from HRMD to internally fund the creation of 0.5 FTE for the Health and Wellness Program in the Employee Health Fund (8956)	24



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of Commissioners Court

FROM: Aerin-Renee Toussaint, Budget Analyst

DATE: May 27, 2014

RE: Transfer from the Allocated Reserves for Historical Commission Grant Award

A handwritten signature in black ink, appearing to read "Aerin-Renee", is written over the "FROM:" line of the memorandum.

The Travis County Historical Commission is requesting the transfer of \$7,500 from the Allocated Reserves to the Historical Commission, to fund a County Cash Match for a grant awarded to the department through the Texas Historical Commission.

In November, the Historical Commission received Commissioners Court approval to apply for a grant originating from the United States Department of the Interior, through the National Park Service, that will fund a historical survey of the Southwest portion of Travis County. The survey will complete the ongoing historical survey of the county by the Historical Commission.

The total grant of \$17,000 requires a match of \$8,500 from the County. The department hopes to fulfill the match with \$7,500 cash from the County, and in-kind funding from volunteer hours, not to exceed \$1,000 worth. The FY 2014 Adopted Budget for the Historical Commission is \$7,942. After completing a previous regional survey and providing a cash match in FY 2014, the department's available budget is \$942, which is not sufficient to cover the cash portion of the match internally. The department's FY 2015 Budget Target is \$1,942.

In the grant application process, PBO noted the Historical Commission's intent to seek a transfer of \$7,500 from the Allocated Reserves to cover the amount, should the grant be awarded.

PBO recommends approval of the transfer from the Allocated Reserve.

cc: Leroy Nellis, Acting County Executive, PBO
Tom Ashburn, Cathy Dawkins, Records Management and Communication Resources
Travis Gatlin, Diana Ramirez, PBO
Jessica Rio, Budget Director, PBO
Bob Ward, Chair, Travis County Historical Commission



**Travis County
Historical Commission**

May 12, 2014

Travis County Commissioners

Greetings,

On November 12, 2013, the Travis County Commissioners Court gave permission for the Travis County Historical Commission to apply for a Certified Local Government grant to provide an historical survey of southwest Travis County. This grant was in the form of \$8,500 from the National Park Service administered through the Texas Historical Commission along with a \$7,500 matching grant from the county. On April 3, 2014 we were awarded the grant and are now requesting the transfer of \$7,500 from the Allocated Reserve to the Historical Commission budget for the FY 14 Southwest Travis County Historical Survey. The actual grant contract will be presented to the judge and commissions court for final approval and signing.

Thanks,

Bob Ward
Chair

Header Information for Entry Doc Number

400005733

Doc. Number 400005733 Doc. Status Preposted FM Area 1000
 Budget. Cate. Payment Doc. Year 2014 Doc. Date May 20, 2014
 Value Type Budget Version 0 Doc. Type TRAN
 Budget Type 2 Fiscal Year 2014 Year. Cash. Eff
 Process UI TRAN Process SEND Original. Applic. BWB Doc. Family
 Creator ASHBURT Creation Date May 20, 2014 Creation Time 08:50:34
 Resp. Person Year Cohort Public Law
 Legislation

Additional Data

Header Text
 TextName

Lines

Total Document 0 USD *from Allocated Reserve for grant match.*

Line	Fund	Budget Period	Funds Center	Comm. Item	FuncArea Grant	Funded Program	Local Amount	Text Line
000001	0001		1980000000	580010	1120	NOT-RELEVANT	-7,500	Per Aerin Toussaint 5/19/14
000002	0001		1170010001	595010	1650	NOT-RELEVANT	7,500	

~~_____~~ *in n May 22, 2014*



PLANNING AND BUDGET OFFICE TRAVIS COUNTY, TEXAS

700 Lavaca, Suite 1560
Austin, Texas 78701

MEMORANDUM

TO: Members of Commissioners Court

FROM: Victoria Ramirez, Budget Analyst *VR*

DATE: May 22, 2014

RE: County Attorney Request to Create Two New Positions Reimbursed through the Interlocal Agreement with Central Health

On May 6, 2014, the Commissioners Court approved item 29 to amend an interlocal agreement between Travis County Healthcare District, d/b/a Central Health, and Travis County. Section 1.5 of the agreement states that the County "...shall provide legal advice and counsel [to Central Health] through the Travis County Attorney's Office in compliance with Texas Health and Safety Code Section 281.056 ... The County Attorney's Office will invoice Central Health monthly for the cost of Services." The approved amendment to this contract increased the annual not-to-exceed threshold for reimbursable legal services from \$405,880 to \$750,000 in order to provide resources for additional legal work for Central Health.

The County Attorney's Office is requesting additional staff to support the legal work that its Health Services Division provides for Central Health related to the amendment. Their most immediate need is for a paralegal and an experienced Attorney V. The estimated cost of hiring these two positions is \$171,777 in ongoing personnel expenditures, \$7,482 in ongoing operating expenditures, \$5,800 in one-time operating expenditures, and \$11,332 in computer/telecommunications equipment. The ongoing annual cost of these positions is \$179,259.

Central Health will reimburse the County for these expenses using an hourly billing rate which is designed to take into account all costs of hiring these employees, including overhead and the upfront one-time costs described. The request has been submitted by the office as a part of the FY 2015 budget process. However, the office is requesting midyear consideration in order to begin recruiting for the positions rather than delay the increased legal support while the request is considered a part of the budget process.

The Planning and Budget Office (PBO) has discussed with request with the office and the County Auditor's revenue staff. PBO supports the new positions to provide additional legal support requested by Central Health and supports transferring one month of personnel expenses as well as the start-up costs for the new positions from the Allocated Reserve. This totals \$32,071 and is recommended with the understanding that once the positions are filled and monthly reimbursements are deposited, the County Attorney's Office will work with the County Auditor's Office and PBO to place an item under the weekly Budget Amendments and Transfers to budget the additional certified revenue to fund the positions for the remainder of FY 2014 and to reimburse the Allocated Reserve. The FY 2015 expenditure budget for the County Attorney's Office will be based on the actual salaries of the filled positions. The revenue estimate will take into consideration the County Attorney's projected billings from the amended interlocal agreement.

4

PBO recommends approval to support the amended interlocal agreement with Central Health for additional legal support.

cc: Leroy Nellis, Acting County Executive, Planning and Budget
David Escamilla, County Attorney
James Collins, Chantelle Abruzzo, Beth Devery, County Attorney's Office
Jessica Rio, Travis Gatlin, Diana Ramirez, Planning and Budget
Todd Osburn, Human Resources Management Department
Dan Wilson, Adrienne Yust, County Auditor's Office



RECEIVED

14 APR 30 AM 9:34

314 W. 11TH STREET
GRANGER BLDG., SUITE 300
AUSTIN, TEXAS 78701

TRAVIS COUNTY
PLANNING & BUDGET OFFICE

P.O. BOX 1748
AUSTIN, TEXAS 78767

(512) 854-9415
FAX: (512) 854-9316

County of
TRAVIS
STATE OF TEXAS

April 29, 2014

DAVID A. ESCAMILLA
COUNTY ATTORNEY

STEPHEN H. CAPELLE
FIRST ASSISTANT

JAMES W. COLLINS
EXECUTIVE ASSISTANT

Victoria Ramirez
Budget Analyst
Travis County Planning & Budget Office
P. O. Box 1748
Austin, Texas 78767

Re: New Attorney and Paralegal Positions for Health District

Dear Ms. Ramirez:

The Travis County Attorney's Office is requesting additional legal resources to support the legal work that the Health Services Division provides. Specifically, it has been determined that the most immediate need is for an Attorney V and a Paralegal.

Central Health has indicated that they will fully compensate the County for these services using the current billing system.

The County Attorney's Office is requesting that the Commissioners Court approve this request as soon as possible instead of through the regular budget process.

Enclosed for your review are the following documents:

1. Memo from Beth Devery to David Escamilla
2. Memo Patricia A. Young Brown to David Escamilla
3. Health Services Division Staff packet (PB4, PB5 and ITS forms)

Should you have any questions regarding this request, please contact me at 512/854-4165.

Sincerely,

A handwritten signature in black ink, appearing to read "Chantelle Abruzzo".

Chantelle Abruzzo
Legal Services Program Manager

CA/av
Enclosures

309677 0.2780

6

DAVID A. ESCAMILLA
COUNTY ATTORNEY

STEPHEN H. CAPELLE
FIRST ASSISTANT

JAMES W. COLLINS
EXECUTIVE ASSISTANT

MAILING ADDRESS:
P. O. BOX 1748
AUSTIN, TEXAS 78787

(512) 854-9513
FAX: (512) 854-4808



HEALTH SERVICES DIVISION

BETH DEVERY, RN, JD
DIRECTOR †

PREMA GREGERSON †
ASSISTANT COUNTY ATTORNEY

† Member of the College
of the State Bar of Texas

314 W. 11TH STREET
GRANGER BLDG., SUITE 420
AUSTIN, TEXAS 78701

MEMORANDUM

To: David Escamilla
From: Beth Devery, Director, Health Services Division
Date: February 7, 2014
Re: Attorney and Paralegal positions

Central Health has requested that the County Attorney's office provide additional legal resources to support the legal work that the Health Services Division provides. Specifically, it has been determined that the most immediate need is for an attorney with at least six years of experience and a paralegal. To meet their needs, we need to hire the following:

Attorney V
Paralegal

Central Health has indicated that they will fully compensate the County for these services using the current billing system which uses a formula to determine an hourly billing rate that is charged to Central Health. The hourly billing rate is a complex formula which is designed to take into account all county staffing dedicated to serving Central Health as well as all overhead costs. It is my understanding that the overhead costs include computers, supplies and other non-compensation costs to the county.

7



CENTRAL HEALTH

MEMORANDUM

To: David Escamilla, County Attorney

From: Patricia A. Young Brown, President and CEO
Jeff Knodel, Chief Financial Officer

Date: December 5, 2013 (rev. 2/6/14)

Re: Legal Services for Central Health and CCC

Central Health is currently evaluating its needs and the needs of the Community Care Collaborative (CCC) for the next three remaining years of the 1115 Medicaid Transformation Waiver, known as Demonstration Years (DY) 3-5. During those three years, Central Health, through the CCC and its partnership with Seton Healthcare Family, will be working to transform health care delivery through the creation of the Integrated Delivery System (IDS) and fourteen Delivery System Reform Incentive Payment (DSRIP) projects.

The Travis County Attorney's Office has provided legal services to Central Health since its inception. We are pleased with the value and quality of the services that are available through the County and anticipate more extensive use of services over the next three years. We have been in discussion with Beth Devery, the Travis County Health Services Division Director who currently functions as Central Health and CCC's counsel, regarding the legal needs of the CCC during the next three years. The CCC will be entering into a number of contracts with health care providers to implement fourteen projects with a total valuation of \$237 million. In addition to increased contract work, we anticipate extensive legal research regarding the statutory and regulatory framework surrounding the 1115 Waiver and its implementation.

Currently, the County provides two full time attorneys, a paralegal, legal secretary and part-time law clerk to support Central Health and the CCC. Central Health also engages outside counsel as needed. At a minimum, to meet the legal needs for DY 3-5, Central Health needs an additional full time contract/health law attorney with at least six years of experience and another paralegal dedicated to serving the CCC. It is likely that additional legal resources beyond those requested will be needed beyond next year. While we expect this year to be particularly busy, we expect to need the additional services at least through the DY 3-5 time frame and possibly beyond, acknowledging that it is difficult to determine what our needs will be in this rapidly changing health care environment.

Funding of the additional attorney and paralegal can be achieved using the current billing infrastructure which takes into account base salary plus benefits and uses a formula incorporating overhead costs to determine the appropriate hourly billing. Central Health can commit to funding through its invoices all legal services provided and invoiced by the County legal staff.

Please feel free to contact me or Jeff Knodel, Chief Financial Officer, if you have any questions.

**FY 2014 BUDGET SUBMISSION
BUDGET REQUEST PROPOSAL (PB-4)**

Name of Budget Request & Priority # of Request:	Health Services Division Staff	1
Name of Program Area: (From applicable PB-3 Form)	Civil Divisions	
Funds Center:	11900100001	
Org Unit Name/#:	119 County Attorney Health Services/10000141	
Total Amount of Request:	\$191,060	
Collaborating Departments/Agencies:	Travis County Healthcare District (Central Health)	
Contact Information (Name/Phone):	Beth Devery (512) 854-6654	

1. Summary Statement: Include one or two sentences to be included in Commissioners Court materials.

The Travis County Attorney's Office is requesting additional resources to support the legal work that the Health Services Division provides, which includes legal services to Central Health. Specifically, it has been determined that the most immediate need is for an Attorney V and a Paralegal.

2. Description of Request: Describe the request, including current issues and how the request relates to the mission and services provided by the department, and arguments in favor of this proposal.

Central Health is currently evaluating its needs and the needs of the Community Care Collaborative (CCC) for the next three remaining years of the 1115 Medicaid Transformation Waiver, known as Demonstration Years (DY) 3-5. During those three years, Central Health, through the CCC and its partnership with Seton Healthcare Family, will be working to transform health care delivery through the creation of the Integrated Delivery System (IDS) and fourteen Delivery System Reform Incentive Payment (DSRIP) projects.

The Travis County Attorney's Office has provided legal services to Central Health since its inception. The CCC will be entering into a number of contracts with health care providers to implement the fourteen projects with a total valuation of \$237 million. In addition to increased contract work, there is extensive legal research needed regarding the statutory and regulatory framework surrounding the 1115 Waiver and its implementation.

Currently, the County Attorney's Office provides two full time attorneys, a paralegal, legal secretary and part-time law clerk to support Central Health and the CCC. Central Health also engages outside counsel as needed. At a minimum, to meet the legal needs for DY 3-5, Central Health needs an additional full time contract/health law attorney with at least six years of experience and another paralegal dedicated to serving the CCC. It is likely that additional legal resources beyond those requested will be needed beyond next year.

Funding of the additional attorney and paralegal can be achieved using the current billing infrastructure which takes into account base salary plus benefits and uses a formula incorporating overhead costs to determine the appropriate hourly billing. Central Health has committed to funding through its invoices all legal services provided and invoiced by the County Attorney legal staff.

The Travis County Attorney has a statutory duty to provide legal services to Central Health.

20

3. Anticipated Outcome of Request and Proposed Timeline: Timeline should include the expected dates of results and may extend past FY 2015.				
Increased legal services will be available to all clients effective upon hiring the new positions with a corresponding increase to the amount paid by Central Health for those services through the monthly invoicing. These results will occur as soon as the positions are hired.				
4. Description of Program Measurement and Evaluation: Describe how the proposal will be measured and evaluated and note if there is an independent evaluation component. In addition, indicate whether a comparative analysis of similar local programs is available.				
Services will be measured and quantified through the monthly invoice.				
5a. Performance Measures: List applicable current and new performance measures related to the request that highlight the impact to the program area if the request is funded.				
	Actual FY 2013 Measure	Revised FY 2014 Measure	Projected FY 2015 Measure at Target Level	Projected FY 2015 Measure with Added Funding
Billable hours per Attorney and paralegal per year	1664	1621	1715	1700
5b. Impact on Performance: Describe the impact of funding the request on departmental performance measures, service levels, and program outcomes:				
We expect projected performance measures to go down to about 1700 billable hours per attorney and paralegal (the target goal). We expect additional legal services to be available to all clients.				
6. Impact of Not Funding Request: Describe the impact of not funding the request in FY 2015 in terms of meeting statutory/mandated requirements and how service levels and program outcomes will be impacted, and any arguments against this proposal.				
Travis County Attorney's Office per Texas Health & Safety Code Section 281.056 (b-1) is statutorily required to represent Central Health. The relevant provision states, "The county attorney, district attorney, or criminal district attorney, as appropriate, with a duty to represent the county in civil matters shall, in all legal matters, represent a hospital district located in [deleted (1) and (2)] (3) a county with a population of more than 800,000 that was not included in the boundaries of a hospital district before September 1, 2003." Failure of the County to fund the request will result in our other clients receiving fewer legal services.				
7. Leveraged Resources and Collaboration: If the proposal leverages other resources such as grant funding or non-County external agency resources, list and describe impact. Describe any collaboration efforts with other departments/agencies that provide similar or supporting services, and provide contact information. Describe ways that these departments/agencies can collaborate to ensure success of the proposal.				
Full funding of the request will be provided by Central Health through the monthly invoicing.				
8.	Additional Revenue: Does this proposal generate additional revenue? Y/N			Y
	If yes, is copy of the County Auditor's revenue form and other relevant backup information attached? Y/N <i>Please send original revenue materials to the Auditor's Office.</i>			Y



9.	If requesting a new position(s), is office space currently available? Y/N			Y
	If no, attach plan from Facilities Management explaining how to acquire space for this proposal. If yes, identify proposed position location below:			
	Building Location#	314 West 11 th Street	Floor #	5
	Suite/Office #	547, 581, & work area 010	Workstation #	
10a. Supplemental Information for Capital Projects. Please describe the scope of the project (Do not include acronyms or department specific terms).				
N/A				
10b. Does the requested item meet the definition of an improvement? If so, how (e.g., higher quality material, increase in efficiency and/or capacity)?				
Yes, increased capacity.				

12

**COUNTY AUDITOR'S OFFICE
FY 2014 REVENUE ESTIMATE FORM**

Office/Department: County Attorney

Created 05-22-2014 at 4:07 pm

Fund	Cost Center Number or Funds Center Number	General Ledger Number or Commitment Item Number	General Ledger Name or Commitment Item Name	Total Revenue	How Was This Number Calculated? What Did You Assume and Why? If This Is a New Line Item, What Is the Statutory Authority?
001-1910-332.10-08	Legal Fees - Healthcare District			\$ 530,772	This estimate is based on the assumption that there will be three attorneys providing services to the Travis County Healthcare District. The revenue estimate is based on current billing rates if each attorney bills an average of 110 hours per month.
Total - FY14 Revenue Estimate				\$ 530,772	

4/28/2013
Date

Beth Devery
Preparer (Typed Name)

Signature-Elected/Appointed Official or County Executive

Telephone Number(s) for Preparer(s)

Fax Number(s)

FY 2014 BUDGET SUBMISSION
Budget Request Details (PB-5)

Name of Budget Request:	Health Services Division Staff			
Budget Request Priority #:	N/A	Dept #:	119	Dept Name: County Attorney

A. Personnel

Job Title	Pay Grade	FTE	Fund	Funds Center	Fund %	Emp Type	Annual Cost		
							Salary	Benefits	Total
Attorney V	028	1.00	0001	1190010001	100%	Regular	\$ 83,424	\$ 26,225	\$ 109,649
Paralegal	018	1.00	0001	1190010001	100%	Regular	\$ 42,382	\$ 17,716	\$ 60,098
					100%	Regular	\$ -	\$ -	\$ -
					100%	Regular	\$ -	\$ -	\$ -
					100%	Regular	\$ -	\$ -	\$ -
					100%	Regular	\$ -	\$ -	\$ -
					100%	Regular	\$ -	\$ -	\$ -
					100%	Regular	\$ -	\$ -	\$ -
					100%	Regular	\$ -	\$ -	\$ -
Temporary Employees	N/A	N/A			100%	Temp	\$ -	\$ -	\$ -
Overtime	N/A	N/A			100%	OT	\$ -	\$ -	\$ -
TOTAL PERSONNEL							\$ 125,806	\$ 43,941	\$ 169,747

B. Operating

Commitment Item Category	Commitment Item Description	Fund	Funds Center	Func Area	Commitment Item	One-time or Ongoing	Cost
Travel_Professional_Dev.	Professional Licenses	0001	1190010001	1220	512030	Ongoing	\$ 500
Travel_Professional_Dev.	Subscriptions & Publications	0001	1190010001	1220	512060	Ongoing	\$ 800
Travel_Professional_Dev.	Registration Conferences/Seminars	0001	1190010001	1220	512050	Ongoing	\$ 600
Travel_Professional_Dev.	Travel-Lodging Meals & Other	0001	1190010001	1220	512090	Ongoing	\$ 1,250
Services	Notary Services	0001	1190010001	1220	511270	Ongoing	\$ 142
Supplies_Equipment	Office Furniture	0001	1190010001	1220	510210	One-time	\$ 5,800
Supplies_Equipment	Office Supplies	0001	1190010001	1220	510220	Ongoing	\$ 750
Travel_Professional_Dev.	Travel-Mileage	0001	1190010001	1220	512100	Ongoing	\$ 250
Travel_Professional_Dev.	Professional Membership	0001	1190010001	1220	512040	Ongoing	\$ 340
							\$ -
							\$ -
							\$ -
						Ongoing	\$ -
TOTAL OPERATING							\$ 10,432

C. Computer/Telecommunication and Capital Related to This Request

TOTAL COMPUTER/TELECOMMUNICATION EQUIPMENT FROM ITS FORMS		\$ 10,881	
TOTAL CAPITAL EQUIPMENT FROM CAPITAL BUDGET REQUEST (PB-6)			
TOTAL ALL CAPITAL		\$ 10,881	
TOTAL BUDGET REQUEST	One-Time \$	Ongoing \$	Total FY 14
TOTAL REQUESTED NON-CAPITAL (A + B)	\$ 5,800	\$ 174,379	\$ 180,179
TOTAL REQUESTED (A + B + C)	\$ 16,681	\$ 174,379	\$ 191,060

Form Completed By: _____

TRAVIS COUNTY
Computer & Telecommunication Equipment
FY 14 Budget Year - New Program, Staff and/or Equipment

Please enter data in blue outlined cells

Request Name: Health Services Division Staff
(Same budget request name as reflected on PB-4/5)

Number of New Staff included in request: 2
Number of New Staff requiring computing or telecommunication equip: 2

Funds Center:

Funds Center Name	Funds Ctr. No.
Please enter a valid Funds Center	????

Building:

Location	Room No.
	5th Floor

Electrical:

Is Service currently available within 8 feet to desired location? Yes/No/Maybe	Yes
If No or Maybe, please contact Facilities Management	

	Quantity Requested	
New Computer Device (Includes MS Office Professional Suite; Word, Excel, PowerPoint, Access)		
Please refer to budget instructions for definitions	Personal Computer	0
	Standard Mobile Notebook	0
	Standard Workstation Notebook	2
	Mobile Data Computer (MDC)	0

New Printer Equipment	
Network Laser Printer Basic Functionality: Small Workgroups, medium volume output	0

New Telephone Equipment	
Multi-line Phone	1
Dual-line Phone	1
Headset w/base	

CATV -Cabling & Outlet	
-----------------------------------	--

Total Computer & Telecommunication Equip to be included on PB-5	10,881
----------------------------------------------------------------------------	---------------

For assistance please contact the helpdesk at 854-9175

Please provide electronic copy to PBO and ITS with Budget Submission

15

TRAVIS COUNTY Computer & Telecommunication Equipment FY 14 Budget Year - Replacement Telephone Equipment

Please enter data in blue outlined cells

Request Name:

Health Services Division Staff

(Same budget request name as reflected on PB-4/5)

Funds Center:

Funds Center
Please enter a valid Funds Center

Building:

Location
Granger

<i>Telephone Equipment</i>
Multi-line Phone
Dual-line Phone
Headset w.base

<i>Telephone Equipment</i>
Multi-line Phone
Dual-line Phone
Headset w.base

\$270
\$210
\$150

<i>Line Item</i>	<i>Amount</i>
Educ, Communcatn, Eq & Supp	3013 0

Total Replacement Telephone Equipment to be included on PB-5		0
--------------------------------------------------------------	--	---

For assistance please contact the helpdesk at 854-9175

Please provide electronic copy to PBO and ITS with Budget Submission

Header Information for Entry Doc Number

400005698

Doc. Number 400005698

Doc. Status Preposted

FM Area 1000

Budget. Cate. Payment

Doc. Year 2014

Doc. Date May 14, 2014

Value Type Budget

Version 0

Doc. Type TRAN

Budget Type 2

Fiscal Year 2014

Year.Cash.Eff

Process UI TRAN

Process SEND

Original.Applic. BWB

Doc.Family

Additional Data

Creator ABRUZZC

Creation Date May 15, 2014

Creation Time 16:00:12

Resp. Person

Year Cohort

Public Law

Header Text Health Care District Staff

Legislation

TextName

Lines

Total Document 0 USD 32,071

from allocated Reserve to be reimbursed from Central Health

Line	Fund	Budget Period	Funds Center	Comm. Item	FuncArea Grant	Funded Program	Local Amount	Text Line
000001	0001		1980000000	580010	1120	NOT-RELEVANT	-32,071	
000002	0001		1190010001	500050	1220	NOT-RELEVANT	10,484	
000003	0001		1190010001	506010	1220	NOT-RELEVANT	650	
000004	0001		1190010001	506020	1220	NOT-RELEVANT	152	
000005	0001		1190010001	506030	1220	NOT-RELEVANT	1,559	
000006	0001		1190010001	506040	1220	NOT-RELEVANT	17	
000007	0001		1190010001	506050	1220	NOT-RELEVANT	1,433	
000008	0001		1190010001	506060	1220	NOT-RELEVANT	20	

May 22, 2014

[Signature]

8

000009	0001	1190010001	512030	1220	NOT-RELEVANT	NON-FUNDED-PROGRAM	42
000010	0001	1190010001	512060	1220	NOT-RELEVANT	NON-FUNDED-PROGRAM	67
000011	0001	1190010001	512050	1220	NOT-RELEVANT	NON-FUNDED-PROGRAM	100
000012	0001	1190010001	512090	1220	NOT-RELEVANT	NON-FUNDED-PROGRAM	208
000013	0001	1190010001	511270	1220	NOT-RELEVANT	NON-FUNDED-PROGRAM	12
000014	0001	1190010001	510210	1220	NOT-RELEVANT	NON-FUNDED-PROGRAM	5,800
000015	0001	1190010001	510220	1220	NOT-RELEVANT	NON-FUNDED-PROGRAM	125
000016	0001	1190010001	512100	1220	NOT-RELEVANT	NON-FUNDED-PROGRAM	42
000017	0001	1190010001	512040	1220	NOT-RELEVANT	NON-FUNDED-PROGRAM	28
000018	0001	1190010001	510070	1220	NOT-RELEVANT	NON-FUNDED-PROGRAM	11,332



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

May 15, 2014,

To: Commissioners Court

From: Katie Petersen Gipson, Sr. Planning & Budget Analyst

A handwritten signature in blue ink, appearing to read "Katie Petersen Gipson".

Re: Cell phone allowance

The Medical Examiner's Office is requesting to internally fund a monthly cellular allowance for two staff members (positions 30003450 & 30051602) who use their personal phone for a significant amount of work-related business.

According to Travis County Code Chapter 39 of the Wireless Communications Policy, PBO is required to place the item on the Commissioners Court agenda. Please note that the wireless policy will be reviewed by Commissioners Court in the near future. It is possible that future cell phone allowance requests will not require Commissioner Court-level approval.

PBO concurs with this request. No actual budget transfer is needed at this time because there is sufficient funding in the appropriate line items.

CC: Dr. David Dolinak, Chief Medical Examiner
Darlene Dunn, Medical Examiner's Office
Jessica Rio, PBO
Diana Ramirez, PBO

A handwritten mark or signature in the bottom right corner of the page, consisting of a stylized, circular scribble.



**TRAVIS COUNTY OFFICE
OF THE MEDICAL EXAMINER**

1213 Sabine Street PO Box 1748 Austin, TX 78767
Tel: (512) 854-9599 Fax: (512) 854-9044
www.co.travis.tx.us/medical_examiner

DAVID DOLINAK, MD
Diplomate of American Board of Pathology
CHIEF MEDICAL EXAMINER

SATISH CHUNDRU, DC
Diplomate of American Board of Pathology
DEPUTY CHIEF MEDICAL EXAMINER

KENDALL CROWNS, MD
Diplomate of American Board of Pathology
DEPUTY MEDICAL EXAMINER

LEISHA WOOD, MD
Diplomate of American Board of Pathology
DEPUTY MEDICAL EXAMINER

VICKIE WILLOUGHBY, DC
Diplomate of American Board of Pathology
DEPUTY MEDICAL EXAMINER

KATHERINE S. CALLAHAN, MD
Diplomate of American Board of Pathology
DEPUTY MEDICAL EXAMINER

DATE: May 14, 2014
TO: Katie Peterson, Planning and Budget Office
FROM: David Dolinak, MD *(signature)*
SUBJECT: Cellular Phone Allowance

Due to the nature of the mission of our department, we have been authorized to provide cellular phone allowances to our investigative staff. We would like to add Krysten L. Addison, Employee ID Number 0200147 and Carly M. Nall, Employee ID Number 2002140 to the list of employees currently receiving cellular phone allowances. As Forensic Medical Examiner Investigators, Ms. Addison and Ms. Nall work different shifts, weekends and holidays, and must be contacted on a recurrent basis at any hour of the day and night. They must also respond in an expeditious time frame when notified of a death that requires investigation by our office.

Sufficient funding exists within our current budget to pay Ms. Addison and Ms. Nall a cellular phone allowance. Ms. Addison has been hired in a new position and Ms. Nall is replacing Joani Mendoza who had been authorized to receive a cell phone allowance.

We are requesting cellular telephone allowance in the amount of \$20 per month for each of these employees for the rest of the current fiscal year and all subsequent fiscal years.

We would like the effective date to be May 15, 2014.

Your consideration is greatly appreciated.

21

Rev 1/11/2005

TRAVIS COUNTY CELLULAR ALLOWANCE REQUEST FORM

Pursuant to Travis County Code Chapter 39, Wireless Communications Policy, I am submitting this request for additions (A) or changes (C) of cellular telephone allowances within my Office/Department.

[Signature]
Official/Department Head Signature and Date

5/14/14
effective date

Note: All requests for new allowances or increases to previously approved allowances must first go through PBO and then processed through the Auditor's Office. Along with this request form a budget transfer sheet should be completed for a transfer of funds into line items 2002 (6.2%), 2005 (9.64%), 2006 (1.95% POPS positions), 2007(1.45%) and the remaining into 4107. Unless the allowance is for a limited period of time, the budget transfer used to fund the allowance can only be made on an annualized permanent basis.

A Cell Phone Allowance Is Requested For:	\$10	\$20	\$30
(A or C, Employee ID #, Position title and slot number)		J	
A 2002 140, ME INVESTIGATOR I, 300003150			

Comments:

Reviewed by PBO *[Signature]* 5/15/14
Signature & date

Approved By Commissioners Court _____
date

Processed by Auditors Office _____
Signature & date

Cc danny.hobby@co.travis.tx.us

22

Rev 1/11/2005

TRAVIS COUNTY CELLULAR ALLOWANCE REQUEST FORM

Pursuant to Travis County Code Chapter 39, Wireless Communications Policy, I am submitting this request for additions (A) or changes (C) of cellular telephone allowances within my Office/Department.

[Signature]
Official/Department Head Signature and Date

5/14/14
effective date

Note: All requests for new allowances or increases to previously approved allowances must first go through PBO and then processed through the Auditor's Office. Along with this request form a budget transfer sheet should be completed for a transfer of funds into line items 2002 (6.2%), 2005 (9.64%), 2006 (1.95% POPS positions), 2007(1.45%) and the remaining into 4107. Unless the allowance is for a limited period of time, the budget transfer used to fund the allowance can only be made on an annualized permanent basis.

A Cell Phone Allowance Is Requested For:	\$10	\$20	\$30
(A or C, Employee ID #, Position title and slot number)			
A, 0200147, ME INVESTIGATOR I, POSITION 30051402		✓	

Comments:

Reviewed by PBO

[Signature] 5/15/14
Signature & date

Approved By Commissioners Court

_____ date

Processed by Auditors Office

_____ Signature & date

Cc danny.hobby@co.travis.tx.us



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

700 Lavaca Street, Ste. 1560
Austin, Texas 78701

P.O. Box 1748
Austin, Texas 78767

MEMORANDUM

TO: Members of Commissioners Court

FROM: Diana A. Ramirez, Assistant Budget Director 

DATE: May 13, 2014

RE: Request from HRMD to internally fund the creation of 0.5 FTE for the Health and Wellness Program in the Employee Health Fund (8956)

HRMD is requesting to internally fund the creation of 0.5 FTE in the Employee Health Fund (8956) and combine it with an existing 0.5 FTE Medical Assistant position already budgeted in that fund. The intent is to reclassify the proposed new 1.0 FTE to a new position title, currently proposed to be Health and Wellness Program Administrator. HRMD's Compensation Division is reviewing the Position Analysis Questionnaire for the proposed position title and will bring its recommendation forward if the Court approves this action.

These proposed changes will be funded using permanent salary savings created by the vacant Medical Director position in the Employee Health Fund. HRMD has informed PBO that the entry level salary for the Medical Director position (\$140,096) is sufficient to accommodate any future plans for the position.

In discussions with PBO, HRMD determined that making this change midyear is preferred because it will allow the position to be hired this fiscal year and be on board early enough in the FY 2015 budget process to bring a proposal for the new Health and Wellness Program to the Commissioners Court this year. HRMD has been working to roll out a revamped, comprehensive Health and Wellness Program that will engage employees, retirees, and their dependents in changing behaviors and making consumer-driven health care decisions. However, the department has been hampered by a lack of staff resources committed to planning and implementing the program.

Another reason that this position is considered urgent by HRMD and is supported by PBO for creation midyear, is that the contracting process for the health plan's Third Party Administrator will be decided by Commissioners Court this summer in time for employee and retiree open enrollment. That new contract may provide new opportunities for health and wellness initiatives that the department will want to pursue beginning in October 2014 for the new plan year.

PBO supports this request to create and internally fund 0.5 FTE in the Employee Health Fund. As the costs of employee and retiree health care continue to increase, it is imperative that the

County dedicate resources to educate health plan participants in becoming better consumers of health care and to provide programs that can change behaviors and result in a healthier workforce. Please call me at 512-854-9694 or John Rabb, Benefits Manager, at 512-854-2742 if you have any questions on this request.

cc: Leroy Nellis, Jessica Rio, Travis Gatlin, PBO
Debbie Maynor, John Rabb, Shannon Steele, HRMD



Created 05-22-2014 at 4:07 pm

HRMD *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 28, 2014
To: Diana Ramirez, Budget Assistant Director
From: John Rabb, Benefits Manager, HRMD
Re: Budget Amendment Request for Position 30005857

Position 30005857, under the Health and Wellness Clinic is currently listed as a Medical Assistant and the position is currently vacant. The position is listed as a 0.5 full time equivalent (FTE) and is currently funded for full benefits. I am requesting a Budget Amendment of this position to a full 1.0 FTE. There is also a pending reclassification request of this position from a Medical Assistant to a Health and Wellness Program Administrator.

This re-classed position will administer and support the rollout of a new wellness and employee health program. The increase in salary as a result of the re-classification and and the increase in FTE can be funded with ongoing salary savings from position 30000300 – Vacant Medical Director.

The projected trend total health plan costs for FY 15 is 5.2% and the trend for FY 14 was 9%. Based on these trends and the additional yearly costs to employee, retirees and the County, it is important for the County to roll-out, implement and engage employees and their dependents in a well-designed wellness program. Critical to the success of a wellness program is a person or group of dedicated resources who can design, lead, implement and report the return on investment of the program.

The current staffing model of the Clinic would continue with this change and position 30005857 is no longer needed to support patient care and is better utilized with the shifting need to reduce overall spend of the County's Benefit Fund.

26

Created 05-22-2014 at 4:07 PM
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
(25,000.00)	County Attorney	4/15/14	Legal Services

Allocated Reserve Status (580010)

1,048.88	Allocated Reserve	4/17/14	Liquidated Purchase Orders-Variou Depts
5,359.28	Allocated Reserve	4/28/14	Liquidated Purchase Orders-Variou Depts
(20,000.00)	TNR	4/29/14	Maha Loop Right of Way
23,220.14	Allocated Reserve	5/5/14	Liquidated Purchase Orders-Variou Depts
115,729.21	Allocated Reserve	5/13/14	Liquidated Purchase Orders-Variou Depts
19,524.42	Allocated Reserve	5/21/14	Liquidated Purchase Orders-Variou Depts
6,143,344.80	Current Balance		

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)
\$4,626,941	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
(84,000)	District Clerk	5/6/14	Scanning Equipment
(757,654)	ITS	5/13/14	Complete FY 2014 FMD Projects
1,053,060	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)
(\$151,486)	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
\$ 640,000	EMS	4/15/14	Seton Donation Installment
\$2,070,709 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)	FMD	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: 05/27/2014, 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. Amendment to the contract with the Office of the Governor, Criminal Justice Division to extend the grant period for the Indigent Defense Systems Evaluation Project in the Criminal Courts to September 30, 2014;
- B. New contract with the Texas Historical Commission for the Travis County Historical Commission to complete a survey of the southwest quadrant of Travis County;
- C. New contract with the National 4-H Council to enhance the Travis County 4-H CAPITAL after-school program with the Exploring Your Environment After-School Grant in Health and Human Services and Veterans Service; and
- D. Amendment to the contract with the Corporation for National and Community Service (through the OneStar Foundation) for Health and Human Services and Veterans Service to deobligate unspent funds from the FY 2013 award for the AmeriCorps program.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Item A is a grant adjustment extending the end date of the grant to September 30, 2014. Items B & C are new contracts to enhance services. Item D is a contract amendment to deobligate unspent AmeriCorps funds due to program attrition.

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 match required for Items A & C. Item B requires a cash match of \$7,500 and is requested to be funded by the Allocated Reserve under the Budget Amendments and Transfers agenda item on 05/27/2014. No further County funds are required for Item D; the match of \$474,435 was approved by Commissioners Court on September 4, 2012.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office
County Judge's Office

Jessica Rio
David Salazar

TRAVIS COUNTY

5/27/2014

Created 05-22-2014 at 4:07 pm

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	124 Indigent Defense System Evaluation Project*	09/01/12 - 08/31/14	\$230,318	\$0	\$0	\$0	\$230,318	1.00	R	MC	10
B	117 Southwest Travis County Historical Survey	05/15/14 - 09/30/15	\$8,500	\$0	\$7,500	\$1,000	\$17,000	0.00	R	MC	17
C	158 National 4-H Council - Exploring Your Environment After-School Grant	04/01/14 - 12/15/14	\$20,000	\$0	\$0	\$0	\$20,000	3.50	R	S	43
D	158 AmeriCorps*	08/01/12 - 07/31/13	\$291,671	\$487,203	\$0	\$0	\$778,874	31.00	R	EC	67

* 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.

Created 05-22-2014 at 4:07 pm

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.

Created 05-22-2014 at 4:07 pm

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
137	Maternal Bonding Program	07/01/14 - 12/31/14	\$585	\$0	\$0	\$0	\$585	0.00	4/29/2014
194	Managed Assigned Counsel Program	10/01/14 - 09/30/15	\$717,516	\$175,862	\$0	\$0	\$893,378	0.00	5/6/2014
145	National School Lunch/Breakfast Program and USDA School Commodity Program	07/01/14 - 06/30/15	\$286,053	\$0	\$0	\$0	\$286,053	0.00	5/6/2014
158	AmeriCorps	08/01/14 - 07/31/15	\$295,662	\$519,213	\$0	\$0	\$814,875	31.00	5/6/2014
137	State Criminal Alien Assistance Program - SCAAP 14	07/01/12 - 06/30/13	\$483,085	\$0	\$0	\$0	\$483,085	0.00	5/13/2014
149	Hazard Mitigation Grant Program - DR 4159 Acquisition and Demolition Project (Fast Track)	06/16/14 - 06/16/17	\$3,905,612	\$1,301,871	\$0	\$0	\$5,207,483	0.00	5/13/2014

**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
149	Hazard Mitigation Grant Program - DR 4159 Acquisition and Demolition Project (Regular Track)	06/16/14 - 06/16/17	\$1,934,797	\$644,933	\$0	\$0	\$2,579,730	0.00	5/13/2014

*Amended from original agreement.

\$14,424,197 \$6,644,415 \$187,437 \$226,610 \$21,482,659 68.13

**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.

Created 05-22-2014 at 4:07 pm

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

**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.

Created 05/22-2014 at 4:07 pm

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.

Created 05-22-2014 at 4:07 pm

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
145	National School Lunch/Breakfast Program*	07/01/13 - 06/30/14	\$307,204	\$0	\$0	\$0	\$307,204	0.00	4/29/2014
158	Coming of Age (CNCS)	04/01/14 - 03/31/15	\$50,495	\$25,070	\$0	\$0	\$75,565	0.69	5/6/2014
158	Comprehensive Energy Assistance Program (CEAP) #58140001819	01/01/14 - 12/31/14	\$2,302,248	\$0	\$0	\$0	\$2,302,248	7.00	5/6/2014
158	Comprehensive Energy Assistance Program (CEAP) #58130001980	04/01/14 - 09/30/14	\$536,639	\$0	\$0	\$0	\$536,639	7.00	5/6/2014
137	Bystander Intervention Conference	10/01/13 - 12/31/14	\$37,450	\$0	\$0	\$0	\$37,450	0.00	5/20/2014
159	Capital Area Trauma Regional Advisory Council	05/01/13 - 06/30/14	\$9,721	\$0	\$0	\$0	\$9,721	0.00	5/20/2014
158	AmeriCorps*	08/01/13 - 07/31/14	\$292,671	\$500,191	\$0	\$0	\$792,862	31.00	5/20/2014
			\$12,958,215	\$1,156,003	\$71,664	\$183,333	\$14,369,215	84.86	

*Amended from original agreement.

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

Amount requested for PTC

Created: 05-22-2014 at 4:07 pm

Dept	Name of Grant	Grant Term per Application	Personnel Cost	Operating Transfer	Total Request	Filled FTEs	PTC Expiration Date	Approval Date	Has the General Fund been Reimbursed?
158	AmeriCorps Grant Program	08/01/13 - 07/31/14	\$100,540	\$7,300	\$107,840	31.00	9/30/2013	7/30/2013	Yes
119	Family Violence Accelerated Prosecution Program	09/01/13 - 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

2

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

Created: 05-22-2014 at 4:07 pm

Amount requested for PTC

Dept	Name of Grant	Grant Term per Application	Personnel Cost	Operating Transfer	Total Request	Filled FTEs	PTC Expiration Date	Approval Date	Has the General Fund been Reimbursed?
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.

GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input type="checkbox"/>	Amendment: <input checked="" type="checkbox"/>
Check One:	New Grant: <input checked="" type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
Department/Division:	Travis County Criminal Courts	
Contact Person/Title:	Debra Hale, Director of Court Management	
Phone Number:	512-854-9224	

Grant Title:	Indigent Defense System Evaluation Project				
Grant Period:	From:	09/01/12	To:	08/31/14	
Fund Source:	Federal: <input type="checkbox"/>	State: <input checked="" type="checkbox"/>	Local: <input type="checkbox"/>		
Grantor:	Office of the Governor, Criminal Justice Division				
Will County provide grants funds to a subrecipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>			
Are the grant funds pass-through another agency? If yes list originating agency below	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>			
Originating Grantor:	OOG-CJD				

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	\$198,511	0	0	0	\$198,511
Operating:	\$27,290	0	0	0	\$27,290
Capital Equipment:	0	0	0	0	\$0
Indirect Costs:	\$4,517	0	0	0	\$4,517
Total:	\$230,318	\$0	\$0	\$0	\$230,318
FTEs:	1.00	0.00	0.00	0.00	1.00

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

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

Performance Measures Applicable Depart. Measures	Projected FY 13 Measure	Progress To Date:				Projected FY 14 Measure
		12/31/13	3/31/14	6/30/14	9/30/14	
# of misdemeanor cases evaluated for case outcome, access to attorney, and ability to post bond.	36,777 Proj. misd. dispositions for FY13	8,285	16,570	N/A	N/A	33,140 Proj. misd. dispositions for FY14
# of felony cases evaluated for case outcome, access to attorney, and ability to post bond.	11,007 Proj. felony dispositions for FY13	2,751	5,503	N/A	N/A	12,613 Proj. felony dispositions for FY14
Measures For Grant						
Participate as a pilot site with the National Legal Aid and Defense Association/North Carolina Office of Indigent Defense Services to collect and analyze indigent defense data to develop performance measures for indigent defense systems.	47,784 Proj. felony and misd dispositions to be reviewed across 3 key areas	11,438	22,876	N/A	N/A	45,753 Proj. felony and misd dispositions to be reviewed across 3 key areas

PBO Recommendation:

The Criminal Courts were awarded discretionary funding by the Governor’s Office to evaluate Travis County’s indigent defense system as part of an interstate evaluation project. This request is to extend the grant end date from August 31, 2014 to September 30, 2014 because of a delay in hiring the evaluator. There is no County match associated with this grant and the Governor’s Office concurs with the requested extension. PBO recommends approval.

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 program?

The Travis County Criminal Courts have been selected as a pilot site to work with the National Legal Aid and Defender Association/North Carolina Office of Indigent Defense Services to evaluate our Indigent Defense System. The project will encompass evaluating our Indigent Defense System in three key areas: case outcomes, access to attorney, and ability to post bond. Part of the project will be to develop a tool kit for other jurisdictions to use for effective evaluation of their indigent defense outcomes and criminal justice outcomes on a regular basis. Participation in this evaluation project requires an FTE researcher who is dedicated to analyzing Travis County data and working with the other sites in the nation participating in this project. The Governor’s Office Criminal Justice Division provided Travis County the funding via a discretionary grant in order to employ an FTE to conduct research for the initial project period (9/01/12 – 3/31/14) as well as necessary software and hardware for the project. The Travis County portion of the project has met or exceeded all deadlines and requirements. However, the overall project has been delayed because of data access limitations at two of the other sites.

Therefore a continuation grant application has been submitted for FY15, however, a one month extension is needed to bridge the gap for the month of September 2014.

Since the FTE researcher was not hired until 1/01/13, there is sufficient budget remaining in the grant for the continuation of the project until 9/30/14. The Office of the Governor has been consulted and they are in agreement with the requested extension.

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

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

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

There is no county match for this grant.

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

Yes, we are requesting a 2% indirect cost allocation.

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

This project will end when the Indigent Defense Systems Evaluation Project has been completed.

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

It has been a long term goal of the County to develop performance indicators for our Indigent Defense System. Participating in this project will give Travis County the opportunity to analyze and develop performance measures for ourselves as well as other Indigent Defense Systems in the nation.

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.

Participation in this project will provide us the opportunity to analyze our Indigent Defense System and develop performance indicators. This in turn will allow us to determine if our current indigent defense delivery system is effective and where improvements may be made.

**TRAVIS COUNTY
DISTRICT AND COUNTY
CRIMINAL COURTS**

**DEBRA HALE
DIRECTOR OF COURT
MANAGEMENT**



**BLACKWELL-THURMAN
CRIMINAL JUSTICE CENTER
P. O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9244
FAX: (512) 854-4464**

Date: May 13, 2014

To: Members of the Commissioners Court

From: Debra Hale, Director of Court Management

Re: Request to Extend Indigent Defense Evaluation Project Grant
SAP Grant # 800206

The Indigent Defense Systems Evaluation Project was implemented in FY13 with grant funding received from the Governor's Office of Criminal Justice Division. The original grant period was from September 1, 2012, to March 31, 2014. The grant was then extended five months with an end date of August 31, 2014. The Criminal Courts would like to request an additional extension until September 30, 2014, for the reasons detailed below. It should be noted that sufficient funds are currently available within the grant budget for the proposed extension.

The Indigent Defense Systems Evaluation Grant was awarded to allow Travis County to hire a FTE researcher to participate in a nationwide initiative to develop standards for indigent defense evaluation. The other sites participating in the study are North Carolina, Connecticut, and Knoxville, Tennessee. There are three components to the study: case outcomes, access to attorneys, and pre-trial release. The group is currently on the first of these, the case outcomes study. While the Travis County portion of the project has met or exceeded all deadlines and requirements, the overall project has been delayed because of data access limitations at two of the other sites. In order to guarantee the future success of this important national research project, Travis County has been asked to take the lead. The nationwide project is expected to last beyond September 30, 2015. Travis County has applied for a continuation grant for FY15.

Because of this delay, and because the FTE researcher was not hired until January 1, 2013, the Travis County Criminal Courts are requesting an extension for the use of grant funds. The Governor's Office has been contacted and will allow such an extension. The Criminal Courts request permission to extend Grant # 800206 for one additional month with a new end date of September 30, 2014. Additionally, we respectfully request the extension of grant position # 30050244, Business Analyst III until September 30, 2014. Travis County has applied for a continuation grant to carry on the program, with a start date of October 1, 2014. The extension of the additional month will allow the position and research to continue seamlessly. As noted above, sufficient funds currently exist within the grant budget to fund this extension.

9:34 AM

Agency Name: Travis County
Project Title: Indigent Defense System
Evaluation Project

Grant/App: 2636801
Status: Pending Grantee Certification

Start Date: 9/1/2012
End Date: 8/31/2014

Fund Source: SF-State Criminal Justice
Planning (421) Fund

Current Grant Manager: Helen Martinez Current Program Manager: Judy Switzer Liquidation Date: 11/29/2014
CFDA: NONE

[Eligibility](#) [Profile](#) [Narrative](#) [Activities](#) [Measures](#) [Budget](#) [Documents](#) [Conditions of Funding](#) [Certify Adjustment](#) [Summary](#) [Monitoring](#) [My Mail](#) [My Home](#)
[Details](#) [Financial Status Report](#) [Request Advance](#) [Request Adjustment](#) [Source of Match](#) [Budget Summary](#)

General Information and Instructions

[View Introduction](#)

[View Guidelines](#)

[View Instructions](#)

Financial Status Summary for this Project

This section displays your grant project's financial status to date.

Today's Date: 5/15/2014
Grant Start Date: 9/1/2012
Grant End Date: 8/31/2014
Grant Liquidation Date: 11/29/2014

Current Grant Award Amount: \$230,318.00
Total Expenditures Reported to Date: \$157,510.70
Total Reimbursement(s) and Advance Payment Request(s) Paid to Date: \$157,510.70
Maximum Reimbursement Amount Available: \$0.00
Total Unexpended Balance to Date: \$72,807.30

Date This Adjustment Request was Created by Grantee: 5/15/2014 9:41:30 AM
Date This Adjustment Request was Submitted to OOG:
Adjustment Request Status: New Request

14

Programmatic and Budget Adjustments

Request Authorization for a Grant Official Change or Modify the Project's Identifying Information

Designate a new Grant Official or modify the existing information for the:

- Authorized Official (Note: Supporting documentation may need to be submitted to OOG, such as the Resolution.)
- Financial Officer
- Project Director
- Grant Writer

Modify the project's Identifying Information for the:

- Applicant Agency Name (Note: Supporting documentation may need to be submitted to OOG, such as the Resolution, Nonprofit Documentation, etc.)
- Project Title
- Project's Official Address
- System for Award Management (SAM) Expiration Date
- Data Universal Numbering System (DUNS)

Request Authorization for a Change Project Scope or Impact Area

Request a modification to the Project's Scope and / or Impacted Area or other Supporting Programmatic and Fiscal Documentation for the following:

- Project Narrative
- Project Activities and / or Performance Measures
- Supporting Documents
- Impacted Target Population or Geographic Area
- Fiscal Capability (Nonprofit Corporations only)

Request Authorization for a Budget Modification

Budget Adjustments (will not result in an increase or decrease to the OOG grant award amount):

- Click here to modify the budget:

Extension, Supplemental / De-obligation, and Other Grant Adjustments

Request Authorization for an Extension of the Grant Period

This section allows grantee to request an extension grant period end date.

Request an extension of project's End Date to expend the following:

- Existing Funds
- Supplemental Funds
- Spend Down Generated Program Income (GPI)
- Other (specify below under Adjustment Justification)

Enter the Revised End Date: 9/30/2014

Request Authorization for a Budget Modification

Budget Supplements:

- Modify budget line items that will result in an increase to the Total Project Cost amount

Budget De-obligations:

- Modify budget line items that will result in a decrease to the Total Project Cost amount

Apply GPI earned to this budget (might result in decrease to the OOG Funds award amount):

- GPI to be applied to this budget is a result of a Court Forfeiture
- GPI to be applied to this budget is a result of Other Sources (e.g., fees, interest)

15

Grant Adjustment Justification

Created Date: 5/15/2014 9:41:30 AM

Adjustment Status: New Request

Enter the Adjustment Justification:

We have applied for a continuation grant for this project that starts 10/1/14. This extension will allow continuous operation of the program. We currently have enough funding to extend the grant for another month.

[Delete](#) [Add Item\(s\) to Adjustment](#)

[Go to the Certify Adjustment tab...](#)

Notes by Grantee to OOG:

Note from Grantee to OOG

[Save Note from Grantee to OOG](#)

Please complete the **Adjustment Request**, and then click on the **Certify Adjustment** tab to submit your changes to OOG.

16



**TRAVIS COUNTY
FY 14 GRANT SUMMARY SHEET**

Contract #:

SAP #:

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input checked="" type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
Department/Division:	TRAVIS COUNTY HISTORICAL COMMISSION, CERTIFIED LOCAL GOVERNMENT COM.	
Contact Person/Title:	Bob Ward, Chair of Travis County Historical Commission	
Phone Number:	512-452-7305	

Grant Title:	Southwest Travis County Historical Survey		
Grant Period:	From: <input type="text"/> May 15, 2014	To: <input type="text"/> September 30, 2015	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Texas Historical Commission		
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 the Interior through the National Park Service		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Operating:	\$ 8,500	\$ 0	\$ 7,500	\$ 1,000	\$ 17,000
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Totals:	\$ 8,500	\$ 0	\$ 7,500	\$ 1,000	\$ 17,000
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"/>	MN	
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.					
2.					
3.					
+ - Measures for the Grant					
1.					
	Outcome Impact Description				
2.					
	Outcome Impact Description				
3.					
	Outcome Impact Description				

PBO Recommendation:

The Historical Commission is requesting Commissioners Court approval to accept an award for a grant originating from the United States Department of the Interior, through the National Park Service, that will fund a historical survey of the Southwest portion of Travis County. The survey will complete the ongoing historical survey of the county by the Historical Commission.

The grant requires a cash match from the County. The department hopes to fulfill this with \$7,500 cash from the County, and in-kind funding from volunteer hours, not to exceed \$1,000 worth. The Historical Commission has a total budget for FY 2014 of \$1,942, which is not sufficient to cover the cash portion of the match internally. The grant application was presented with the notation that the department would need to request a transfer of \$7,500 from the Allocated Reserve to cover the amount, should the grant be awarded. A budget amendment for the associated transfer is also before the Commissioners Court for approval as a separate item.

PBO recommends approval of this grant award.

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 Travis County CLG has been participating in the CLG grant program since receiving our designation in 2004. Our previous grants include historical surveys of East Austin, the City of Manor, Northeast Travis County, the Webberville Corridor survey and a grant to provide education curriculum for historical and archaeological materials related to the Ransom and Sarah Williams Farmstead. The proposed grant request is meant to further complete our ongoing historical inventory of the county and, if approved, will provide data on the southwest quadrant of Travis County. This area is in dire need of being inventoried due to the projected expansion of State 45 through the area and continued expansion/development from both Austin and Buda. The National Park Service requires a matching grant from the county. This NPS grant is passed through the Texas Historical Commission. We are requesting a \$8,500 grant from the NPS with a county match of \$7,500 from the county and the Travis County Historical Commission/CLG is to provide \$1,000 of in-kind services.

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

County funding requirements extend only to the completion of the project/survey, which is December 31, 2015.

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.

The National Park Service requires a matching amount from the county. We are requesting a \$8,500 grant from the NPS which will require a county match of \$7,500 from the county. The Travis County Historical Commission/CLG is to provide \$1,000 of in-kind services through documented volunteer time.

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

No, the grant does not provide for 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.

Each grant from the National Park Service through the Texas Historical Commission is a stand-alone grant. The program (survey) will terminate at the end of the grant cycle and there are no further request for funding for this particular grant. The Travis County Historical Commission/Certified Local Government committee will request future grants, but they will be for future projects and will have no connection to the current grant being requested.

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

This is an ongoing program. See #1.

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

The Travis County Historical Commission is charged with developing a survey and maintaining an inventory of historic property within county boundaries. While the cultural resources within the city of Austin are well recognized, those in the outlying county have not been adequately identified. The pending extension of State 45, connecting MoPac Expressway South with IH-35 has magnified the need to identify and document all historic resources in the area. The construction of this roadway will intensify existing development pressure from both Austin and Buda and open up larger areas to intensive development. This project will be important in the continuation of the historic survey process in the county. It is felt that the Southwest Travis County Historical Survey will meet the goals of both the National Park Service and the Texas Historical Commission for historical inventory.



Travis County Historical Commission

May 12, 2014

Travis County Commissioners Court
Judge Sam Biscoe

RE: Texas Historical Commission FY 14 Certified Local Government (CLG) Grant Program

The Travis County Historical Commission requests to be included on the May 27th Commissions Court agenda to present our latest CLG award. Attached is the award letter from the Texas Historical Commission, the original grant contracts will be presented for signatures at the court session. The Texas Historical Commission (THC) administers the Texas CLG Grant Program utilizing federal funding it receives from the U.S. Department of the Interior, National Park Service Historic Preservation Fund Program. The program serves as a resource for local governments desiring to maintain historical preservation projects. Permission to apply for the grant was given by the court on November 12, 2013.

Travis County Historical Commission, through its CLG status, has received funds through the Texas Historical Commission for five previous historical survey projects in the county. This project is part of the ongoing effort by Travis County Certified Local Government to survey the cultural resources in Travis County that lie outside the city limits of Austin.

Please review this item and place it on the May 27, 2013, Commissioner's Court agenda for their consideration and signature.

We would be pleased to provide any other information required in the approval process for this grant project.

Bob Ward
Chair, Travis County Historical Commission
CC: May Schmidt, Co-Chair, Travis County Historical Commission
Bill Hamilton, Chair, CLG Committee

TEXAS HISTORICAL COMMISSION
real places telling real stories

May 7, 2014

*Bob Ward
Travis County Historical Commission
1707 Romeria Drive
Austin, TX 78757*

Re: 2014 Certified Local Government Award (TX-14-024).

The Texas Historical Commission, the state agency responsible for administering the Certified Local Government (CLG) program, is pleased to assist your community with FY2014 grant award. By now, you should have received an award letter. The U.S. Department of the Interior, National Park Service, provided funding for this grant under the provisions of the National Historic Preservation Act of 1966.

Please review the enclosed grant contracts and sign all documents where noted. Return one (1) complete contract packet and retain one copy for your records no later than 60 days upon receipt of this award letter. Failure to submit a signed contract before the commencement of any work (as well as participation in a grant orientation meeting, if applicable) for this project will forfeit the grant allocation and cause the Texas Historical Commission to reallocate the funds to another eligible grant recipient.

All grant recipients that have not received a previous CLG grant award must contact me at 512-463-7812 to schedule an orientation meeting involving the local project supervisor and the grant recipient's fiscal officer. The purpose of the orientation is to establish project priorities, formalize a budget, develop a timetable for completion, and discuss reimbursement procedures. The orientation meeting shall be scheduled following receipt of your contract documents. Also, please remember to include your CLG project number referenced above on all future correspondence.

We look forward to working with you on this worthwhile preservation endeavor. **Should you have any questions or if we can be of further assistance, please contact me at 512-463-7812.**

Sincerely,



Marcus W. Watson
State CLG Coordinator



**FISCAL YEAR 2014 CERTIFIED LOCAL GOVERNMENT (CLG)
GRANT CONTRACT
TX-14-024**

I. PARTIES

The parties of this contract are the Texas Historical Commission, an agency of the State of Texas, hereinafter referred to as Commission; and **Travis County** hereinafter referred to as Grantee.

II. PURPOSE

This contract is entered into pursuant to a grant made to the Commission for fiscal year **2014** by the U.S. Department of the Interior, National Park Service, under the provisions of the National Historic Preservation Act of 1966, P.L. 89-665 (16 U.S.C. Sec. 470 f). This grant is made for the purpose of funding a project or projects to be undertaken by Grantee as a participant in the Certified Local Government program.

III. SERVICES TO BE PROVIDED

The following services are to be provided within the contract period on a schedule to be agreed upon by the parties to this contract. However, the services designated with specific deadlines must comply with those deadlines.

Products developed under this agreement must conform to the requirements of the Commission and the Project Proposal, as stipulated in the **Expected Products of Survey/Inventory Projects (Attachment B)**. Grantee will complete a survey and inventory report of Southwest Travis County, as described in the grant application. Survey data and report will comply with the Texas Historical Commission's state inventory form and standards.

Project personnel employed by the Grantee shall meet the **Standards for Professional Qualifications** as outlined in **36 CFR 61 (Attachment C)**, as appropriate to the scope of the project, and be employed by competitive procurement. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in federally-assisted programs on the basis of race, color, and/or national origin. Therefore the Grantee must sign **DI Form 1350 U.S. Department of the Interior Civil Rights Assurance (Attachment D)** and return the signed form to the Commission with this contract. In all cases the person(s) employed by the Grantee to complete the work specified in this contract must meet with the approval of the Commission. The professional staff hired must also contact the Commission's Certified Local Government staff prior to commencing work.

IV. AMOUNT OF THE CONTRACT

The total amount of this contract shall not exceed **\$8,500.00**. The Commission shall reimburse the Grantee exclusively from U.S. Department of the Interior grant-in-aid funds for historic preservation (Certified Local Government), and this contract is subject to the availability of those funds.

V. PERIOD

This contract shall commence on **May 15, 2014** and shall terminate on **December 31, 2015**. It is further agreed that all work associated with this project shall be completed by **September 30, 2015** and all materials stipulated in Attachments A and B and all reimbursement requests shall be submitted to the Commission by **October 31, 2015**.

An extension for completing materials stipulated in Attachment B may be granted by the Commission upon review and approval of a written extension request by the Grantee, provided that a draft of the grant product(s) has been previously reviewed and approved. The final product must be received by the Commission no later than **December 31, 2015**. All expenses incurred by the Grantee associated with work completed after **September 30, 2015** shall be considered ineligible for reimbursement under this grant contract.

Contract amendments may be submitted in writing using the **Contract Amendment Form (Attachment E)** at any time between **May 15, 2014** and **August 31, 2015** at the option of the Commission.

VI. INDEPENDENT CONTRACTOR

The Grantee is a political subdivision. It is not an agency of the State of Texas. It is expressly understood and agreed that any subcontractor is an independent contractor and not an employee of the Texas Historical Commission. The Grantee or any subcontractor shall not be considered the agent, the servant, or the employee of the Commission for any purpose whatsoever.

VII. DOCUMENTATION AND PAYMENT

Grantee may submit to the Commission, for its approval, a properly completed invoice for services rendered in compliance with all requirements of the contract as specified in the **Reimbursement Request Procedures and Required Records (Attachment F)**. Grantee will provide invoices to the Commission as costs are incurred and work is completed, but not more frequently than monthly.

It is further agreed that the Grantee will provide written quarterly updates on the Grant Product Quarterly Report Form as provided by the Commission on the progress of the grant product. Each update will outline the tasks completed and expenses incurred on the project and provide a timeline and status of the overall project. The Grant Product Quarterly Report will be due on **August 30, 2014, December 31, 2014, April 30, 2015, and August 30, 2015**. **Failure to submit quarterly reports as required on a timely basis may constitute breach of this grant contract and result in forfeiture of the grant.**

Reimbursement to the Grantee shall be on a matching basis as outlined in the Project Notification's Budget section, if applicable, subject to receipt of funds from the National Park Service and successful completion of all project work activities. The Commission agrees to pay the Grantee up to **\$8,500.00** in federal funds. The Grantee agrees to contribute matching share, either donated services or cash match, for a minimum total of **\$8,500.00** or **50%** of eligible costs, whichever is less.

Such payments shall be made as requested for services actually rendered, or if mutually agreed, in one lump sum upon completion and approval of all the requirements set forth in this agreement. It is further agreed that a sum not to exceed 25% of the total grant award will be retained by the Commission until the following have occurred: (a) Commission review of the draft project materials and comments incorporated into the project; (b) receipt of two (2) detailed and documented final completion reports; and (c) receipt of properly documented reimbursement materials.

Subject to the limitations of the contract, the Commission's payments will be made in accordance with the Texas Prompt Payment Act.

VIII. OWNERSHIP OF PRODUCTS OF THIS CONTRACT

All material, concepts and products produced, developed or conceived by the Grantee during or arising out of the contract shall remain the property of the Commission. The Grantee shall have an unrestricted right to use any or all materials so produced, developed, or conceived at no additional cost. **Pursuant to the stipulations in Attachment B a minimum of two (2) copies of all final products and completion reports, if applicable (Attachment H)** 23

are to be supplied to the Commission before final reimbursement is made. All materials published, printed or used for public distribution funded in whole or in part by this grant shall note the following on the materials:

This project was funded in part through a Certified Local Government Grant from the National Park Service, U.S. Department of the Interior, as administered by the Texas Historical Commission.

The contents and opinions, however, do not necessarily reflect the views and policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior.

This program receives Federal funds from the National Park Service. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in departmental Federally Assisted Programs on the basis of race, color, national origin, age or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Director, Equal Opportunity Program, U.S. Department of the Interior, National Park Service, P.O. Box 37127, Washington, D.C. 20013-7127.

IX. TERMINATION

Either party to this contract may terminate by giving seven days written notice to the other party. In the event notice of termination is given, all work by Grantee shall cease and no amount shall be paid by the Commission for work performed following receipt of notice of termination by Grantee. Grantee shall be paid for all work performed prior to the notice of termination in accordance with the terms of the contract. Final invoices shall be submitted to the Commission not later than 30 days following the date of termination of this contract.

X. APPLICABLE LAWS

This contract shall be governed by and construed in accordance with the laws of the State of Texas and the rules and policies of the Commission. All projects funded under the Certified Local Government program must meet the Secretary of the Interior's Standards. The Standards can be accessed at the National Park Service web site: www.nps.gov/history/local-law/arch_stnds_0.htm.

XI. AUDIT

The Commission may audit the Grantee's records to verify the costs or expenses incurred in the performance of this contract or may, at its option, require an audit of the Grantee's records by an independent accounting firm, at the Grantee's expense, or by Federal auditors to verify costs or expenses incurred in the performance of the contract. The Grantee shall keep accurate financial records available for audit for three years from the project end date. In addition to the terms detailed in this Agreement, all federal requirements governing grants (Office of Management and Budget Circulars A-87 or A-122, A-102 or A-110, A-133, and A-128) are applicable.

ATTACHMENTS

The following documents are included in and shall be a part of this contract for all purposes:

- Attachment A: Project Notification
- Attachment B: Expected Products
- Attachment C: 36 CFR 61, Standards for Professional Qualifications
- Attachment D: DI Form 1350, Civil Rights Assurance
- Attachment D.1: Assurances for Consultants or Subcontractors
- Attachment E: Fiscal Year 2013 Certified Local Government (CLG) Contract Amendment
- Attachment F: Reimbursement Request Procedures & Required Records
- Attachment G: Grant of Easement
- Attachment H: Completion Report
- Attachment I: Equal Opportunity Clause
- Attachment J: Standard Federal Equal Employment Opportunity Construction Contract Specification
- Attachment K: Certification of Non-Segregated Facilities
- Attachment L: Construction Specification Terms

This contract is the entire agreement between the parties. Any changes, deletions, extensions, or amendments to this contract shall be in writing and signed by both parties to the contract. Any other attempted changes, including oral modifications, written notices that have not been signed by both parties, or other modifications of any type, shall be invalid. In some cases, adjustment of the contractual requirements may be necessary pursuant to recommendations by the Certified Local Government Program, Texas Historical Commission, with the approval of the U.S. Department of the Interior.

The parties to the contract accept the terms of this contract. Persons signing are expressly authorized to obligate the parties to the terms of this contract.

TEXAS HISTORICAL COMMISSION:

GRANTEE:

Mark Wolfe
Signature

Signature

Mark Wolfe, Executive Director
Typed Name & Title

Typed Name & Title of Chief Elected Official

Date

Date

THIRD PARTY DESIGNEE: (IF APPLICABLE)

Signature

Typed Name & Title of Delegated Third Party

Date

APPROVED AS TO FORM BY:

Joe H. Thrash
Signature

Joe H. Thrash, Assistant Attorney General
Typed Name & Title

4/25/14
Date

Texas Historical Commission
P.O. Box 12276
Austin, TX 78711-2276
512.463.6100
fax 512.475.4872
thc@thc.state.tx.us



TEXAS HISTORICAL COMMISSION
real places telling real stories

www.thc.state.tx.us

26

TEXAS HISTORICAL COMMISSION

ATTACHMENT B

EXPECTED PRODUCTS OF HISTORIC RESOURCES SURVEY AND INVENTORY PROJECTS

Surveys are a process of identifying and gathering data on a community's historic resources. In as comprehensive a manner as possible, surveys document all potentially historic buildings, objects, structures, sites and districts within a given geographical boundary. Surveys assign high, medium or low priority rankings to these resources. Initial identification is followed by a phase that concentrates on high priority properties, generally those which may be eligible for inclusion in the National Register of Historic Places. Such resources are of significance in American history, architecture, archeology and culture, and generally are more than 50 years of age. The full range of products for a historic resources survey includes the following, with representative samples appended.

Two (2) copies (one bound hard copy and one electronic copy archival CD or DVD-R) of the report and all photographic documentation, maps, etc. shall be submitted.

- A **Texas Historic Sites Inventory Form** must be provided for every NRHP-eligible (e.g. individual or contributing to a district) property in the survey area. Utilize the THC survey database form (in Microsoft Access software format).
- **Photo documentation** for all surveyed sites must be provided. Color digital images, saved in 8-bit (or larger) color format, must be used and named in a manner which will help identify them in isolation from the survey. Save survey images as JPGs, but do not alter the images (other than naming the files) before saving them to a CD or portable media for submission to the THC. In addition, a second set of digital images are encouraged which shall include all NRHP-eligible properties and representative streetscapes. Digital format shall consist of: JPEG; 300dpi resolution; 3000x2000 in size; and submitted on archival CD or DVD-R. Proper identification of each view must be provided with all photo documentation, utilizing the standard 2-letter Texas county abbreviations recognized by TARL. Photos taken with camera phones, disposable or single-use digital cameras, digital cameras with fewer than two megapixels of resolution will not be accepted.
- **Detailed Maps** must identify the location of all surveyed properties and districts. Local maps (preferably with building footprints) or USGS 7.5 series maps may be used to identify clearly surveyed sites and their site numbers. A figure for the total number of acres surveyed must also be provided. Maps developed using GIS data is encouraged but not required.
- A **Final Report** must outline the survey's purpose and methodology. In addition, observations about the background history of the area, patterns of settlement, development trends and resource distribution shall be included. Results should discuss analysis, implications and recommendations for local, state and federal historical designation and other appropriate preservation methods. This report must be in conformance with the *U.S. Secretary of the Interior's Guidelines for Identification*.
- All of the above-mentioned products become the property of the THC upon completion of the grant project. Survey and inventory projects may modify the full range of products, as specified by the attached Project Proposal.

TEXAS HISTORICAL COMMISSION

ATTACHMENT C

STANDARDS FOR PROFESSIONAL QUALIFICATIONS

To insure that appropriate historical, architectural, archeological and cultural properties are identified for public benefit through grant-in-aid assistance, the following minimal professional standards for historical, architectural and archeological documentation have been established by the Preservation Assistance Division of the National Park Service. Persons supervising grant projects must be professionally qualified in accordance with 36 CFR 61 as follows:

Appendix A to Part 61 — Professional Qualifications Standards

In the following definitions, a year of full-time professional experience need not consist of a continuous year of full-time work but may be made up of discontinuous periods of full-time or part-time work adding up to the equivalent of a year of full-time experience.

- (a) History.** The minimum professional qualifications in history are a graduate degree in history or closely related field; or a bachelor's degree in history or closely related field plus one of the following:
- (1) At least two years of full-time experience in research, writing, teaching, interpretation or other demonstrable professional activity with an academic institution, historical organization or agency, museum, or other professional institution; or
 - (2) Substantial contribution through research and publication to the body of scholarly knowledge in the field of history.
- (b) Archeology.** The minimum professional qualifications in archeology are a graduate degree in archeology, anthropology, or closely related field plus:
- (1) At least one year of full-time professional experience or equivalent specialized training in archeological research, administration or management;
 - (2) At least four months of supervised field and analytic experience in general North American archeology; and
 - (3) Demonstrated ability to carry research to completion.

In addition to these minimum qualifications, a professional in prehistoric archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the prehistoric period. A professional in historic archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the historic period.

- (c) Architectural history.** The minimum professional qualifications in architectural history are a graduate degree in architectural history, art history, historic preservation, or closely related field, with course work in American architectural history; or a bachelor's degree in architectural history, art history, historic preservation, or closely related field plus one of the following:

- (1) At least two years of full-time experience in research, writing, or teaching in American architectural history or restoration architecture with an academic institution, historical organization or agency, museum, or other professional institution; or
 - (2) Substantial contribution through research and publication to the body of scholarly knowledge in the field of American architectural history.
- (d) **Architecture.** The minimum professional qualifications in architecture are a professional degree in architecture plus at least two years of full-time professional experience in architecture; or a State license to practice architecture.
- (e) **Historic Architecture.** The minimum professional qualifications in historic architecture are a professional degree in architecture or State license to practice architecture, plus one of the following:
- (1) At least one year of graduate study in architectural preservation, American architectural history, preservation planning, or closely related field; or
 - (2) At least one year of full-time professional experience on historic preservation projects. Such graduate study or experience shall include detailed investigations of historic structures, preparation of historic structures research reports, and preparation of plans and specification for preservation projects.

TEXAS HISTORICAL COMMISSION

ATTACHMENT D

U.S. DEPARTMENT OF THE INTERIOR CIVIL RIGHTS ASSURANCE

As the authorized representative of the applicant, I certify that the applicant agrees that, as a condition to receiving any Federal financial assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 *et. seq.*), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. **THE APPLICANT HEREBY GIVES ASSURANCE THAT** it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applicants for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and sub-recipients and the person whose signature appears below who is authorized to sign this assurance on behalf of the Applicant.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT/ORGANIZATION	DATE SUBMITTED
APPLICANT/ORGANIZATION MAILING ADDRESS	BUREAU OF OFFICE EXTENDING ASSISTANCE

TEXAS HISTORICAL COMMISSION

ATTACHMENT D.1

ASSURANCES FOR CONSULTANTS OR SUBCONTRACTORS

The consultant or subcontractor will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Department of the Interior Regulations (43 CFR 17) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the consultant or subcontractor receives financial assistance from Department of the Interior, National Park Service, and hereby gives assurance that it will immediately take any measures to effectuate this agreement.

This Assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property discounts, or other federal financial assistance extended after the date hereof to the consultant or subcontractor, including installment payments after such date on account of arrangements for federal financial assistance which were approved before such date. The consultant or subcontractor recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on the consultant or subcontractor, its successors, transferees, and assignees, and the person or persons whose signature appear below are authorized to sign this assurance on behalf of the consultant or subcontractor.

DI 1350 Addendum. Also agrees to comply with the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975 and all requirements imposed by or pursuant to these titles, to the end that, no person in the United States shall, on the grounds of age or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the consultant or subcontractor receives financial assistance from the National Park Service, and hereby gives assurance that it will immediately take any measures to effectuate this agreement.

18 USC 1913. No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, will be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member of Congress, thorough the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

Whoever, being an officer or employee of the United States or of any department or agency thereof, violates or attempts to violate this section, shall be fined not more than \$500 or imprisoned not more than one year, or both; and after notice and hearing by the superior officer vested with the power of removing him, shall be removed from office or employment. (June 25, 1948, ch. 645, 62 Stat. 792.)

DI 1954. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. Lower Tier Cover Transactions.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 43 CFR Part 12, Section 12.5.10, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations are included in the proposal package. For further assistance in obtaining a copy of the regulations, contact the U.S. Department of the Interior, Acquisition and Assistance Division, Office of Acquisition and Property Management, 18th and C streets, N.W., Washington, D.C. 20240.

- (1) The prospective lower tier participant certified, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant/Subcontractor

Date

TEXAS HISTORICAL COMMISSION

ATTACHMENT E

FISCAL YEAR 2014 CERTIFIED LOCAL GOVERNMENT (CLG) CONTRACT AMENDMENT

Amendment to CLG Grant Number:

Title:

1. Subgrantee:

Contact:

Address:

Phone:

2. Amendment Type (Please select one below)

Matching Share – must include revised Budget Summary

Budget – must include revised Budget Summary

Scope – must include revised Project Description

30 Day No Cost Extension* – must include explanation

* 30 Day No Cost Extension does not extend September 30 deadline for expending CLG funds. Regardless of extension all CLG funds must be expended by September 30 and reimbursements submitted to the THC no later than October 31.

Note: Contract Amendment will not be effective until approved in writing by the Texas Historical Commission. The change must be noted in the future quarterly report.

SUBMITTED BY:

Signature of Grantee

Signature Date

Signature of Third Party Designee

Signature Date

APPROVED BY:

Signature of State Historic Preservation Officer

Approval Date

TEXAS HISTORICAL COMMISSION

ATTACHMENT F

REIMBURSEMENT REQUEST PROCEDURES AND REQUIRED RECORDS

The required reimbursement procedures and format are found in this chapter. Requests must be received by THC no later than October 31, 2015, and may be submitted electronically as a pdf file or hard copy by US mail, or local land-carrier service. Each request must be separated accordingly per grant number. Requests for payment shall be accompanied by complete documentation, including receipts for all expenses and all products identified in the approved application. Non-federal or match share should be documented in the same method as federal expenditures. Acceptable documentation must show:

1. invoices in the name of the CLG;
2. invoice dates within the project/contract period;
3. purchase price compatible with the estimated budget costs;
4. purchase(s) relevant to the scope of the project/contract;
5. copies of properly endorsed cancelled checks (**both front and back**);
6. evidence that invoices were properly approved for payment including evidence that discounts and other credits were deducted and evidence that merchandise/services were received;
7. copies of daily time records including supervisor's verification of time worked, and evidence of employees' rates of pay including justification for rates paid;
8. evidence that work was accomplished in accordance with the terms of the grant agreement and evidence that the method for selecting professional services was accomplished in accordance with federal procurement requirements.

Grant participants should maintain any other documentation that might be useful to an auditor in verifying the propriety of the procedures used and compliance with federal and state regulations.

CLG's must retain financial records, supporting documents, statistical records, and all other records pertinent to a grant for a period of three years or until an acceptable audit has been performed and resolved. The three-year retention period begins from the date of the submission of the final expenditure report. The grant participant will provide access to, and the right to examine, all records, books, papers or documents related to the grant to authorized representatives of the Texas Historical Commission. Only items listed in the approved Budget and Application will be approved for payment.

Under the "Single Audit Act of 1984," a single, comprehensive, organization-wide audit of local governments receiving any federal funds will be conducted. Governments that receive \$100,000 or more in federal funds from all sources during their fiscal year will be required to have a single audit. Governments receiving between \$25,000 and \$100,000 federal assistance have the option of having a single audit or complying with any applicable audit requirements of the individual grants they have received. Governments receiving less than \$25,000 are exempt from the act. The CLG is responsible for covering the cost of the audit.

TEXAS HISTORICAL COMMISSION

1. Time Sheets

Each employee or volunteer engaged in activities to be claimed against the grant must submit a time sheet signed by the employee/volunteer and the supervisor. Such records must show the actual hours worked, date worked and the specific duties performed. The records should also indicate the basis for determining the rate of the volunteer's contributions. Employees can claim their regular hourly wage. Time sheets must certify no other federal funds were used to pay salaries and that their salaries were not used as match for other federal grants.

Volunteers must claim a reasonable wage rate. Professionals may claim their standard professional wage if volunteering professional services. In any case, hourly wages may not exceed the maximum rate of \$74.92/hour. A sample volunteer time sheet is attached under miscellaneous forms attached.

2. Travel

The miscellaneous forms include a travel record. This identifies traveler, dates of travel, mileage, lodging, costs of meals and other miscellaneous travel expenses. Receipts for all expenses are required. See attached allowable travel rates for limits.

3. Miscellaneous Expenses

Proper documentation for miscellaneous expenses includes that information identified in the beginning of this attachment. Following this attachment are additional sample records for miscellaneous volunteer costs.

4. Subcontracts

All services and products must be procured according to federal procurement standards set forth in OMB Circulars A-87 and A-112. If the government is not doing the actual work, it must execute a contract with the subgrantee – i.e., professional consultant, local historical society, individuals, etc.

All subcontracts must include the Assurances for Consultants and Subcontractors, attached. A very simple letter of agreement to be used as a guide is found in Attachment C. Since each local government may have different requirements, the appropriate local official should review this letter.

A copy of the contract between the CLG and a subgrantee must be sent to the SHPO for audit purposes.

5. Payment Schedule

Reimbursement payments to the CLG will be made according to the schedule outlined in the contract:

- (a.) after an acceptable billing and final product have been approved by the SHPO; and
- (b.) when federal funds become available to the State.

6. If there is more than one activity identified under the grant, each expense must be attributed to a specific activity to evaluate actual costs versus proposed costs. For example, if a grant funded both National Register nominations and survey, the billing must show each expense allocated to either nominations or survey.

7. For your guidance, the following is the checklist used by the SHPO to evaluate a CLG's billing:

- _____ (a.) Signed invoice from the local government to the SHPO with federal tax identification number.

35

TEXAS HISTORICAL COMMISSION

- _____ (b.) Copies of vendors' invoices showing evidence that:
 - i. invoices are in the name of the CLG.
 - ii. invoice dates are within the project period.
 - iii. purchase price is compatible with the estimated budget cost.
 - iv. purchases are relevant to the project's scope.

- _____ (c.) Copies of receipts or properly endorsed cancelled checks (**front and back**).

- _____ (d.) Evidence of approved extensions and amendments to CLG subcontracts.

- _____ (e.) Evidence that invoices were properly approved for payment including:
 - i. evidence that discounts and other credits were deducted.
 - ii. evidence that merchandise/services were received.

- _____ (f.) Copies of daily time records (including supervisor's verification).

- _____ (g.) Evidence of employees' rates of pay (including justification for rate paid), and verification no other federal funds are used for this purpose.

- _____ (h.) Evidence that work was accomplished in accordance with the terms of the grant Memorandum of Agreement (final project report or products) and records to document the process are submitted).

- _____ (i.) Evidence that the method for selecting professional services was in accordance with Federal procurement requirements.

- _____ (j.) Comparisons schedule showing proposed costs vs. actual costs.

TEXAS HISTORICAL COMMISSION

ALLOWABLE TRAVEL RATES

The Commission will reimburse a participant traveling for purposes of the program when identified in the Application. Since travel allowances may vary among federal, state or local organizations, a traveler will be reimbursed the lowest allowed amount. Check with a representative of your local government to verify local rates. Receipts for all expenses must accompany request for reimbursement.

Lodging: \$83/night*

Mileage: \$0.465/mile

Meals: \$46/day*

* Lodging and meal rates may vary upon location. To check the current rates for your location, please visit the U.S. General Services Administration web site at: www.gsa.gov/portal/category/21287

MISCELLANEOUS FORMS

The following are versions of time sheets, travel records and donated materials forms. Although it is not necessary to use these specific forms, it is necessary to record the name of the laborer, name of supervisor, date of donation to ensure it falls within the grant period and value of donation on any form used. If desired, SHPO staff will review any proposed format to ensure compliance with these requirements.

TEXAS HISTORICAL COMMISSION

BILLING STATEMENT FORMAT

[Date]

TO: Texas Historical Commission
P.O. Box 12276
Austin, TX 78711-2276

FROM: [Name & Address of Certified Local Government]
TAX IDENTIFICATION NUMBER: _____

RE: CLG Billing

Enclosed is documentation to support a billing for \$[amount] to cover work done under the grant contract number TX-11-[XXX] dated [initial date of contract] for [activity] as identified in the Project Notification received as part of the contract. I certify no other Federal funds were used for either the match or actual expenditures incurred during the execution of this project.

Please send the above amount to:

[Name & Address of CLG and/or department to receive funds]

Table with 5 columns: Activity, PROPOSED (Federal, Match), ACTUAL (Federal, Match). Rows for Activity.

Sincerely,

_____ (Original Signature)

[Name]
[Title/Office]

- Enclosures:
time sheets
receipts
cancelled checks or copies of bank statements
copies of final products

TEXAS HISTORICAL COMMISSION

DONATED LABOR TIME SHEET

Project Name _____

Name of Volunteer _____

Type of Work Performed _____

Hourly rate based on _____

A person donating time to a project will be paid at minimum wage unless professionally skilled in the work being performed on the project (photographer taking pictures or data entry done by skilled person). When this is the case, the wage rate the individual is normally paid for performing this service may be charged to the project.

DATE	DESCRIPTION OF WORK	NUMBER OF HOURS X RATE =
Value of Donation:		

I certify that the work donated towards the completion of this project was not used as match for any other project and was completed during the grant period.

Signature of Volunteer _____ Date _____

Signature of Supervisor _____ Date _____



TRAVIS COUNTY FY 14 GRANT SUMMARY SHEET

Contract #:
SAP #:

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input checked="" type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
Department/Division:	Travis County Health and Human Services and Veterans Service	
Contact Person/Title:	John C. Bradshaw/Contract Specialist	
Phone Number:	854-4277	

Grant Title:	National 4-H Council - Exploring Your Environment After-school Grant		
Grant Period:	From: <input type="text" value="Apr 1, 2014"/>	To: <input type="text" value="Dec 15, 2014"/>	
Fund Source:	Federal: <input type="checkbox"/>	State: <input type="checkbox"/>	Local: <input checked="" type="checkbox"/>
Grantor:	National 4-H Council		
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:	Disney Worldwide Conservation Fund		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 20,000	\$ 0	\$ 0	\$ 0	\$ 20,000
Operating:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Totals:	\$ 20,000	\$ 0	\$ 0	\$ 0	\$ 20,000
FTEs:	3.50	0.00	0.00	0.00	3.50

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"/>	MEG	

43

Performance Measures					
#	Measure	Actual FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
+ - Applicable Departmental Measures					
1.	Educational Contacts	296,367	260,000	280,000	280,000
2.					
3.					
+ - Measures for the Grant					
1.	Students enrolled in after-school programs	NA	NA	NA	200
Outcome Impact Description		Number of students served by National 4-H grant funds.			
2.					
Outcome Impact Description					
3.					
Outcome Impact Description					

PBO Recommendation:

Health and Human Services and Veterans Service is requesting Commissioners Court approval for a grant to expand and enhance the 4-H CAPITAL after-school program.

Travis County 4-H CAPITAL is an existing program within HHSVS. The grant, for \$20,000, does not require a County Match and the grant does not allow indirect costs. There are no long-term funding requirements of this grant and PBO recommends approval of this grant award acceptance.

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?

National 4-H Council and the Disney Worldwide Conservation Fund are providing grants for programs that encourage youth in urban markets to explore nature and the outdoors via afterschool and/or day camp programs. The target audiences are urban, diverse, or underserved youth. These youth will be provided with opportunities to learn about the environment through indoor and outdoor activities that will help them develop lifelong habits of conservation. The program can be tailored to complement current after-school programs in the key target markets. These are the key markets:

- California - Los Angeles, Anaheim, San Francisco
- New York - New York City
- Texas - Austin
- Hawaii - Oahu
- Florida - Orlando, Kissimmee.

Travis County 4-H CAPITAL currently provides after-school enrichment programs at various elementary and middle schools each week during the school year and at summer camps. These programs focus on science and technology, environmental education, outdoor education, and life skills. 4-H CAPITAL uses a combination of county money, revenue contracts with certain schools, and an AmeriCorps grant to fund these programs. The National 4-H grant will help make up for an anticipated reduction in the amount coming in from revenue contracts during the 2014-2015 school year. The National 4-H grant funds will be spent during the fall semester of 2014.

44

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.

There is no cash or in-kind match requirement.

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

This grant does not allow indirect costs.

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.

Travis County 4-H CAPITAL will continue to offer after-school programs once the grant ends but probably not at as many locations.

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

This grant enhances the work already being done by Travis County 4-H CAPITAL.

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

The grant will allow 4-H CAPITAL to maintain the number of sites where it offers after-school programs without increasing General Fund expenditures. This helps maintain the departmental performance measure for educational contacts.



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

**Sherri E. Fleming
County Executive
for TCHHSVS
(512) 854-4100
Fax (512) 279-1608**

DATE: May 5, 2014

TO: Members of the Commissioners Court

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

SUBJECT: National 4-H Council grant

Proposed Motion:

Consider and take appropriate action to approve a \$20,000 grant from the National 4-H Council to help fund the 4-H CAPITAL after-school program.

Summary and Staff Recommendations:

National 4-H Council and the Disney Worldwide Conservation Fund are providing grants for programs that encourage youth in urban markets to explore nature and the outdoors via afterschool and/or day camp programs. The target audiences are urban, diverse, or underserved youth. These youth will be provided with opportunities to learn about the environment through indoor and outdoor activities that will help them develop lifelong habits of conservation. The program can be tailored to complement current after-school programs.

Travis County 4-H CAPITAL currently provides after-school enrichment programs at various elementary and middle schools each week during the school year and at summer camps. These programs focus on science and technology, environmental education, outdoor education, and life skills. 4-H CAPITAL uses a combination of Travis

County money, revenue contracts with certain schools, and an AmeriCorps grant to fund these programs. The National 4-H grant will help make up for an anticipated reduction in funding coming from revenue contracts during the 2014-2015 school year.

TCHHSVS staff recommends approving this grant.

Budgetary and Fiscal Impact:

The grant is \$20,000. There is not a cash or in-kind match. The grant is revenue neutral. It will not increase the General Fund budget. The \$20,000 will be used during the 2014 fall semester.

Issues and Opportunities:

Studies show that students who participate in after-school programs have fewer behavior problems, handle conflict better, show improved social skills and enhanced academic performance. Travis County 4-H CAPITAL programs differ from more traditional programs by offering hands-on activities that reinforce key concepts in the curriculum.

Background:

Travis County 4-H CAPITAL is a non-profit organization affiliated with the Texas A&M AgriLife Extension Service. The Extension Service provides a variety of educational programs for county youth and adults.

Cc: Dolores Sandmann, Director, Texas A&M AgriLife Extension Service
Nicki Riley, CPA, CMA, Travis County Auditor
Patty Lennon, Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney
Leroy Nellis, Acting County Executive, Planning and Budget Office
Aerin Toussaint, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Shannon Pleasant, Purchasing Agent Assistant, Travis County Purchasing Office



**NATIONAL 4-H
COUNCIL**

2014 Exploring Your Environment Program

Sub-grant Agreement

Between

Travis County, through

Travis County Health and Human Services and Veterans Service

and

National 4-H Council

Made by and between Travis County, through Travis County Health and Human Services and Veterans Service, having offices at 700 Lavaca St., Austin, Texas 78701, and other locations, (hereinafter "Sub-grantee"), and National 4-H Council, having offices at 7100 Connecticut Avenue, Chevy Chase, Maryland 20815 (hereafter "Council")(also "Party" or "Parties" as appropriate).

WHEREAS, Council wishes to obtain, and Sub-grantee wishes to furnish, the program services described in Attachment A (Request for Proposal) and Attachment B (Proposal), in accordance with the terms and conditions of this Agreement and said Attachments. This Agreement and all attachments hereto shall be collectively referred to as the "Sub-grant Documents."

NOW, THEREFORE, in consideration of the mutual promises, covenants, undertakings and agreements set forth herein, the Parties mutually agree as follows:

1. The period for performance hereunder commences on April 1, 2014, when signed by all Parties, and expires on December 15, 2014.
2. The Sub-grantee will perform the activities and provide the services described in Attachments A and B (together referred to as the "Services") during the periods set forth therein.
3. (A) In consideration of performing the Services, Council will pay to Sub-grantee the sum of \$20,000.00 (the "Sub-grant"), as follows:
 - 75% of the Sub-grant within 10 business days after Council's receipt and acceptance of a properly executed Sub-grant Agreement;
 - 25% of the Sub-grant within 10 business days after Council's receipt and acceptance of the required Final Project Report (due December 5, 2014).

(B) The compensation set forth in this paragraph 3 represents the entire financial responsibility of Council and Sub-grantee and Sub-grantee's consultants, agents, servants and employees, if any, will not be entitled to receive any severance, retirement or other employee benefits from Council. Council will not be responsible for federal, state, or local income tax wage withholdings, Social Security and unemployment insurance payments or workers' compensation benefits.

(C) Notwithstanding the foregoing, in the event that Sub-grantee fails to perform its obligations hereunder or otherwise materially breaches this Agreement, Council shall be entitled to reimbursement of the amount paid hereunder or such lesser amount as the parties may agree. Sub-grantee will provide access to and Council will have the right to examine any of the Sub-grantee's directly pertinent records involving transactions related to this Agreement, during normal business hours and with reasonable advance notice for a period of three (3) years following expiration or termination of this Agreement.

4. Grant funds awarded under this Agreement may not be used for the renovation or refurbishment of facility space; the purchase or installation of fixed equipment in such space; or the planning, repair, rehabilitation, acquisition or construction of buildings or facilities. In addition, there is no provision for indirect costs or administrative overhead expenses to be covered with grant funds. Sub-grantee's failure to adhere to the foregoing or to furnish acceptable evidence of compliance with the approved budget or financial reporting requirements shall constitute cause for return of all or a portion of payments made hereunder.

5. Sub-grantee must ensure that its program does not violate any rules, regulations or laws as applicable or appropriate within its state.

6. If Sub-grantee wishes to make any change in (1) approved goals or objectives, (2) approved project leadership or other key project personnel, (3) payment provisions, (4) method of performing substantive programmatic work, (5) budget, or (6) schedule or period of performance, Sub-grantee shall submit a request for approval in writing to Council's Account Manager. In no event shall Sub-grantee undertake any such change unless prior written approval has been received. No approval will be granted for any change outside the scope of the original approved project or inconsistent with the terms of the Sub-grant Documents.

7. Sub-grantee is an independent entity in the performance of this Agreement. As an independent entity, the Sub-grantee will be free to decide the means by which required services will be furnished; provided that Sub-grantee must furnish the services for which it is responsible. Sub-grantee may not subcontract or assign any of the services to be performed by it hereunder without the prior written consent of Council. Nothing contained in this Agreement shall be construed (1) as creating any representative, agency or employment relationship between the Parties, (2) as granting a Party any authority or right to assume, create or undertake any obligation of any kind whatsoever, expressed or implied, on behalf of or in the name of the other Party without the express prior written consent of the other Party, or (3) as creating any fiduciary relationship of any nature between the parties, except that the parties shall act in good faith in all dealings with each other.

8. (A) Each party shall carry at its expense the types of insurance or self-insurance, including general comprehensive liability insurance, as are in accordance with industry standards and/or as may be required by any applicable laws or regulations, to cover itself, its employees, consultants and agents.

(B) Upon request, Sub-grantee shall furnish to Council a Certificate of Insurance showing the date(s) of expiration and limits of liability for all such insurance and will notify Council promptly in the event of any cancellation or modification of such insurance.

(C) Sub-grantee acknowledges and represents that it will be responsible for any claim for personal injury or property damage asserted by a third party and arising out of or related to the Services which it has furnished hereunder, to the extent that a court of competent jurisdiction determines Sub-grantee to be at fault or otherwise legally responsible for such claim.

(D) Nothing set forth herein with respect to the type or limits of insurance coverage shall limit a Party's obligations hereunder for claims determined to be its responsibility.

9. All information concerning Council, and its officers, directors and members, whether prepared by Council, its advisors or otherwise and regardless of the form of communication, which has been or is furnished to Sub-grantee by or on behalf of Council or which Sub-grantee learns during the term of this Agreement shall be treated as confidential, shall not be disclosed in any manner without the prior written consent of Council and shall not be used to the detriment of the Council or its officers, directors or members, unless such disclosure is required by law. The Parties agree that this Subgrant, all performance under this Subgrant, and all information obtained by County in connection with this Subgrant is subject to applicable provisions of the Texas Public Information Act, TEX. GOVT. CODE, Chapter 552, and all legal authorities relating to such Act, including decisions and letter rulings issued by the Texas State Attorney General's Office; and Contractor agrees to provide County, citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Subgrant subject to and in accordance with the Texas Public Information Act.

10. Council may assert copyright on materials received as deliverables in the performance of the work of this agreement. Sub-grantee shall have the right to a non-transferable, irrevocable, worldwide, royalty-free, non-exclusive license to use, reproduce, publish or re-publish, or otherwise disseminate such copyrighted materials for educational purposes.

11. This Agreement shall terminate immediately if (i) Council is dissolved, (ii) Sub-grantee is dissolved, or (iii) Sub-grantee fails or is unable to perform the Services in the manner and according to the schedule set forth herein. In addition, either Party may terminate this Agreement for any reason upon thirty (30) days written notice to the other Party. In the event that this Agreement terminates or is terminated per items (ii) or (iii) hereof or is terminated by Sub-grantee without cause, Council shall be entitled to reimbursement of all amounts paid hereunder except to the extent of the value of program deliverables actually received prior to termination.

12. Sub-grantee will not assign any of its rights or delegate any of its duties hereunder without the prior written approval of Council.

13. Sub-grantee represents that it is not prohibited from entering into this Agreement and performing in accordance with its terms, and that Sub-grantee's actions in connection with this Agreement are, and at all times will be, in compliance with all applicable laws and regulations.

14. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral. Any changes or modifications to this Agreement shall be mutually agreed and shall be in writing and executed by both Parties.

15. Any and all notices required shall be in writing. Notices will be deemed received as of the earlier of (a) date of actual receipt (b) the next business day when notice is sent via express delivery or personal delivery or (c) three days after mailing in the case of Certified US Mail. The date of receipt shall constitute the date from which any time periods specified herein begin to run.

Notices sent to Sub-grantee shall be addressed as follows:

Program:

Lydia Domaruk
County Extension Agent - Urban Youth Development
1600 B Smith Rd
Austin Texas 78721
Tel: 512-854-9609
Email: LRDomaruk@ag.tamu.edu

With a copy to:

Sherri Fleming, County Executive
Travis County Health & Human Services and Veterans Service
P. O. Box 1748
Austin, Texas 78767

Fiscal:
Patty Lennon, Financial Analyst
Travis County Auditor's Office
700 Lavaca St., Suite 1200
Austin Texas 78701
Tel: 512-854-4705
Email: Patty.Lennon@co.travis.tx.us

Notices sent to Council shall be addressed as follows:

Julie Conn
Account Manager
National 4-H Council
7100 Connecticut Avenue
Chevy Chase, Maryland 20815
Tel: 301 961 2819
Fax: 301 961 2894
Email: jconn@fourhcouncil.edu

16. Sub-grantee represents that it has the authority and capacity to enter into this Agreement.

17. The obligations, covenants and agreements set forth in paragraphs 3 (C), 4, 5, 8, 9, 10 and 11 of this Agreement shall continue in full force and effect after expiration or termination of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date first set forth above.

For Sub-grantee: Travis County through Travis County Health and Human Services and Veterans Service

By: _____ Date: _____

Name & Title: Samuel T. Biscoe, Travis County Judge

51

For Council: National 4-H Council

By: _____ Date: _____
Sally Miske, Director, Financial Management

_____ Date: _____
Julie Conn, Account Manager

_____ Date: _____
Paul Koehler, Senior Vice President & General Manager - Center Operations

Attachment A



**NATIONAL 4-H
COUNCIL**

Request for Application

Exploring Your Environment Program

Presented by National 4-H Council in collaboration with Disney
Worldwide Conservation Fund

**Application Deadline: Friday, March 14, 2014 at 12:00pm noon
EST**

Contact Information:

Julie Conn, Account Manager
jconn@fourhcouncil.edu
301.961.2819

Overview

National 4-H Council and Disney Worldwide Conservation Fund are pleased to launch a new program focused around empowering youth in urban markets to explore nature and the outdoors. This program will deliver outdoor exploration through the *Exploring Your Environment* 4-H curriculum via afterschool and/or day camp programs. The target audience for participants should be on urban, diverse, or underserved youth. These youth will be provided with opportunities to learn about the environment through indoor and outdoor activities that will help be the building block for developing lifelong habits to conservation. The program can be tailored by each site to complement current Afterschool programs in the key target markets.

Afterschool Sites:

National 4-H Council will select 4-H urban afterschool programs and summer day camp programs from five states in eight of Disney Worldwide Conservation's key markets:

- California - Los Angeles, Anaheim, San Francisco
- New York - New York City
- Texas - Austin
- Hawaii - Oahu
- Florida - Orlando, Kissimmee

Goals:

- To facilitate an educational opportunity that will allow youth to develop lifelong conservation habits by impacting approximately 800 underserved youth in 5 states in 8 key markets with quality 4-H Urban Science after-school clubs, Summer Day Camps, and Camping experiences (in Florida and New York) and other environment focused learning opportunities.
- Promote the Disney Worldwide Conservation 4-H Exploring Your Environment program and its achievements.

Successful Outcomes:

- Connect urban youth to nature through outdoor exploration
- Increase knowledge in environmental sciences
- Increase interest in exploring career paths in environmental sciences
- Establish a hands-on educational camping experience
- Encourage creative problem solving skills for environmental issues
- Provide visibility of the program to Disney Worldwide Conservation

Funding Information and Eligibility

National 4-H Council will award the below funding levels during this pilot year for the grant. Successful applicants will be expected to execute the grant during the allotted time frame, reach the minimum number of youth listed, report back with mid-term and final reports, and spend funds within the described budget.

Eligibility:

- LGU applicants must be located in California, Texas, New York, Hawaii, and Florida
- Applicant must identify a Principal Investigator.(PI) to work with Council to execute the program locally
- Applicant must meet National 4-H Council's fiscal eligibility requirements
- Applicant must complete submission of application in Webgrants by deadline
- Florida and New York will be eligible for the additional funding to provide summer camping experiences

Funding:

An electronic fund transfer (ACH) or check for 75% of the total funding amount will be made within ten business days after Council's receipt of executed sub-grant agreement and other required documents; the remaining 25% will be transferred within ten business day upon receipt of the final report.

- California, Texas, and New York: \$20,000 and minimum reach of 200 youth per state
- Hawaii and Florida: \$10,000 and minimum reach of 100 youth per state
- Florida and New York Camps: \$40,000 for 2 camps in NY; \$11,750 for 1 camp in Florida

Camping Experience:

Florida and New York have been specifically selected by the donor to receive pilot funding for an additional camping experience in addition to the Afterschool funding. Summer Camps supported by Disney Worldwide Conservation will provide scholarships for up to 100 underserved youth per camp both in Florida and New York with a unique opportunity to immerse themselves in nature and benefit from 4-H programs through a week-long camp experience. Youth will experience and explore nature first-hand through a tailored issue area, including environmental, marine, or conservation focuses.

Grant Requirements/Deliverables

Afterschool sites may deliver the grant as best suited to their needs and capacity, but will be required to utilize activities from the *Exploring Your Environment* curriculum as the core of the program. It is strongly encouraged that sites incorporate local environmental resources to strengthen the program (local nature center or trails for nature walks, geospatial mapping projects, citizen science projects, guest speakers, field trips, etc.). To culminate the program, youth will participate in an Environmental Skillathon, or similar event, to demonstrate the knowledge they have gained by participating in the program.

Deliverables:

- Youth should be upper elementary or middle school (grades 4-8)
- Afterschool programs will meet a minimum of once per week for 12 weeks (this can be 6 weeks in a summer day camp program and 6 weeks in the fall school semester)
- Use of any PR, marketing, or social media templates provided to promote the program locally
- Submit photos and success stories to be used in the mid-term and final-reports to donor
- Provide additional hands-on experiential opportunities for youth to share with their families and communities
- Completion of mid and final reports to be turned in by deadline dates
- Use and administration of Common Measures survey to measure impact
- Culmination of the program will result in youth participating in an Environmental Skillathon to demonstrate knowledge gained

Requirements:

- Use of *Exploring Your Environment* curriculum from 4-H mall. About the curriculum: *The Exploring Your Environment: Facilitator's Guide* will provide training, supplemental activities and resources to ensure the high quality delivery of the curriculum to youth participants in the program. 4-H volunteers will inspire and engage youth with the environment utilizing the curricula:

Exploring Your Environment: Ecosystem Services provides youth with the opportunity to engage with hands-on activities that focus on how living and non-living organism interact within the ecosystem and provide benefits for human and other living beings.

Exploring Your Environment: Earth's Capacity will teach youth about environmental stewardship. Youth will learn scientific research techniques, responsible practices and innovative technologies that positively address environmental issues such as air and water quality, land use, carrying capacity, product life cycle and ecological sustainability.

- The physical location of the activity will be determined by the PI
- Develop narrative budget to describe how these funds will be used in compliance with grant deliverables

Evaluation

Common Measures will be utilized to collect data and measure programmatic impact across all programs and delivery modes, directly addressing a system-wide need for accurate, comparable evaluation measures. Every National 4-H Council program utilizes Common Measures to determine program impact and success. A pre and post survey will be administered locally via online or paper survey to be collected by the state PI and entered into the Common Measures online system. Results will be used to highlight the success of the program to the donor. IRB approval is not required by Council, but may be required by the university. You will need to determine if your university will require this approval and take proper steps to receive approval.

Award Selection

Application must include:

- Completed copy of Council's ACH Transfer Authorization Form covering this program (if an appropriate ACH Transfer Authorization is not already on file with Council) if electronic transfer of funds is desired
- Copy of the "Letter of Qualification" issued by National 4-H Council with respect to the fiscal representative designated in the application
- Required Components:
 - 1) **Executive Summary:** Provide an overview of the state plan to implement this grant opportunity in targeted urban afterschool location and description of any partner organizations.
 - 2) **Action Plan :** Provide an overall description of the action plan that will meet the requirements/deliverables. Include at least the following:
 - Description of afterschool program(s) and how the curriculum will be integrated.
 - Identify the potential number of youth reach at each program.
 - Describe how the Common Measures pre and post survey will be implemented
 - Describe how you will strive to develop lifelong conservation habits in the participating youth.
 - Provide examples of ways youth will be exposed to outdoor activities.
 - Explain how an event, such as a Skillathon, will be developed as the culmination of the program to demonstrate youth's gained knowledge.
 - Explain how you will raise awareness and visibility of the program in the local community
 - 3) **Timeline:** Provide a detailed timeline for the implementation of this sub-grant.
 - 4) **Budget / Budget Narrative:** Provide a detailed budget and budget narrative identifying plans to use the funds awarded.

Grant Timeline

Application Deadline	Friday, March 14, 2014, 11:59 PM ET
Award Notification via email	Monday, March 18, 2014
Sub-Grant agreement & ACH form (if required) Submitted	Wednesday, March 26, 2014
Common Measures Pre Survey Administered	June, and/or August, 2014
Summer Day Camps or Summer Camp (NY & FL)	June-August, 2014
Implementation of afterschool programs	August-November, 2014
Mid-Term Reports	October 1, 2014
Common Measures Post Survey	April, August, and/or November, 2014
Final State Report to Council	December 5, 2014
Final Report to donor from Council	December 19, 2014

How To Apply

- Applications must be submitted using the National 4-H Council Web Grants portal at <http://grants.4-h.org> by **March 14, 2014, 12:00pm noon Eastern Time**
- All applications **MUST** be approved by the State 4 H Program Leader
- National 4-H Council will only make grants to applicants through fiscal representatives which meet the criteria for fiscal eligibility for receiving grants from National 4-H Council as outlined in the Fiscal Representative Eligibility Criteria for National 4-H Council - Grant and Fund Distributions (full criteria are available by emailing jconn@fourhcouncil.edu)
- Confirmation from applicant that the program is in compliance with state 4-H policies and regulations governing background checks for adult professionals, volunteers, and leaders

Tips on writing a successful proposal can be viewed at: <http://4-h.org/grants.html>. Grantees will be notified via e-mail.

Contact For Questions

Please direct any questions regarding the grant to Julie Conn, Account Manager, at jconn@fourhcouncil.edu or 301-961-2819. For questions regarding the application process on the Web Grants portal, please contact Cathy Hare, Administrative Assistant, at chare@fourhcouncil.edu or 301-961-12995.

Attachment B

Sub-grantee's Proposal



Application

06201 - Exploring Your Environment Afterschool Grant, supported by Disney

06208 - 4-H CAPITAL Project: Exploring Your Environment

Science, Engineering, and Technology

Status: Under Review

Submitted Date: 03/18/2014 9:59 AM

Primary Contact

Name:* Dr. Lydia Domaruk
Suffix First Name Middle Name Last Name

Title: County Extension Agent - Urban Youth Development

Email: LRDomaruk@ag.tamu.edu

Address: 1800 B Smith Rd

Austin Texas 78721
City State/Province Postal Code/Zip

Phone:* 512-854-9609
Phone Ext

Fax:

Organization Information

Name: Lydia Domaruk

LGU Type: Land Grant University - 1862

Tax ID: 74-6000192

County/Parish/Club Name:

Organization Website: 4-HCapital.org

Address: 1600-B Smith Rd

* AUSTIN Texas 78721
City State/Province Postal Code/Ct.

Phone:* 512-854-9600 Ext.

Fax: 512-885-9611

Principle Investigator

Principle Investigator's Name Lydia Domanuk
Organization Name Texas A&M AgriLife Extension Service
Address 1600 B Smith Rd.

City Austin
State Texas
Zip Code 78721
Phone 5128549600
Fax 5128549611
Email LRDomanuk@ag.tamu.edu

Principle Investigator's Direct Supervisor

Name Dolores Sandmann
Organization Texas A&M AgriLife Extension Service
Title/Position County Extension Director
Address 1600 B Smith Rd.

City Austin

State **Texas**
Zip Code **78721**
County/Parish **Travis**
Phone Number **5128549802**
Fax **5128549811**
Email **DSandmann@ag.tamu.edu**

Payment Recipient

To whom will checks/payments be made out?

Organization Name **Travis County Health and Human Services**
Primary Contact **Patty Lennon**
Title/Position **Financial Analyst**
Address **700 Lavaca St.**

City **Austin** State **Texas** Zip Code **78701**
City State Zip Code
County/Parish **Travis County**
Phone Number **5128544705**
Fax
Email **Patty.Lennon@co.travis.tx.us**
Tax ID

Executive Summary

60

The mission of 4-H CAPITAL is to inspire youth to develop into inquiring scientists, citizens of character, partners in service, and engaged community members through participation in project-based learning experiences and collaborative community involvement. In 2013 4-H CAPITAL Clubs served over 1,700 youth at 38 school campuses. 4-H CAPITAL has received funding from AmeriCorps to support up to 30 AmeriCorps instructors each year. The program has been funded continuously for the past eleven years; our current grant period ends July 2015. Our program model involves utilizing teaching staff and AmeriCorps volunteers to provide regularly scheduled after school programming on school campuses each week. Groups meet at least once a week after school during the course of the school year. Youth develop their 4-H Projects as a group in one of the following STEM-based curriculum areas: Natural Resources, Engineering, Animal Science, and Youth Gardening. 4-H Projects incorporate youth driven learning experiences, hands-on activities, exploration of the scientific method through the incorporation of the 4-H SET Science model, and youth led culminating events that share lessons learned with their community. 4-H CAPITAL focuses on outcomes related to increasing school engagement and increasing youth engagement in science. To make these programs possible, 4-H CAPITAL partners with the Texas ACE 21st Century Community Learning Centers (federal after school grants) at two local school districts to coordinate program implementation. The Del Valle Independent School District will no longer receive these federal funds beginning June 2014, and therefore will no longer be able to support 4-H CAPITAL programming at those school sites. During the fall of 2013, 4-H CAPITAL served 282 students in the Del Valle School District. We are applying for the Exploring Your Environment Afterschool Grant, supported by Disney, in the amount of \$20,000 in order to continue serving 264 of those youth during the fall 2014 semester.

The schools we serve in DVISD have a high percentage of youth that are considered low socio-economic status (SES) ranging from 83% to 97%. Primarily, DVISD serves youth outside the city limits of Austin, but who still reside in Travis County creating a combination of urban and rural residents within schools. Over the past 10 years, the amount of students qualifying for free and reduced lunch in Del Valle ISD has increased by 87%. There is a great need for working families in Del Valle to receive low cost or free after school programming for their students. It is for these reasons that we have selected Del Valle ISD as our partner in this program implementation.

The program design for the implementation of this program would involve weekly after school Club meetings at 8 elementary schools and 3 middle school locations within the Del Valle school district at no cost to participants. The campuses will provide our instructors with classroom space and outdoor space to utilize during after school time as well as an individual campus contact to assist with program coordination on site. Using the Exploring Your Environment curriculum as the foundation for the after school clubs, staff instructors and AmeriCorps instructors will lead students through experiential hands on learning experiences that will increase their desire for outdoor exploration, build their knowledge of environmental sciences, expose them to a diverse range of career paths in the environmental sciences, and encourage their persistence in solving scientific problems.

Action Plan

Action Plan

Provide an overall description of the action plan that will meet the requirements /deliverables. Include at least the following:

Description of afterschool program(s) and how the curriculum will be integrated

Identify the potential number of youth reach at each program

Describe how the Common Measures pre and post survey will be implemented

Describe how you will strive to develop lifelong conservation habits in the participating youth

Provide examples of ways youth will be exposed to outdoor activities

Explain how an event, such as a Skitathon, will be developed as the culmination of the program to demonstrate youth's gained knowledge

Explain how you will raise awareness and visibility of the program in the local community

Program Description

Our program model utilizes teaching staff and AmeriCorps instructors to provide after school programming. Groups meet weekly during the school year. Youth develop their 4-H Projects as a group in the following STEM-based curriculum areas: Natural Resources, Engineering, Animal Science, and Youth Gardening. 4-H Projects incorporate youth driven learning experiences, hands-on activities, exploration of the scientific method, and culminating events that share lessons learned with their community. 4-H CAPITAL focuses on outcomes related to increasing school engagement and increasing youth engagement in science.

Implementing the *Exploring Your Environment* curriculum will involve free weekly after school meetings at 8 elementary schools and 3 middle schools within the Del Valle school district. The campuses will provide classroom space and outdoor space and a campus contact to assist with program coordination. Using the *Exploring Your Environment* curriculum as the foundation for the after school clubs, instructors will lead students through experiential learning experiences that will increase outdoor exploration, build knowledge of environmental sciences, expose youth to a diverse range of career paths in the environmental sciences, and encourage persistence in solving scientific problems.

4-H CAPITAL has a strong Natural Resources curriculum focus area. Since the program has the infrastructure and staff support in place for this curriculum area, there are no foreseeable conflicts with fully integrating the curriculum.

Target Audience

4-H CAPITAL will serve 22 youth per campus at 11 campuses (8 Elementary Schools, 3 Middle Schools) for a total of 242 youth.

Common Measures

4-H CAPITAL currently distributes pre and post surveys to our youth participants that gathers feedback from youth on the following indicators: School Engagement (Interest in Learning; Relationship with Peers; Connection Between School and Future; Persistence in Solving Problems; Active Participation) and Science Engagement (Appreciation of Science; Confidence in Learning Science; Interest in pursuing science careers)

4-H CAPITAL instructors are trained on each indicator and on utilizing our 4-H curriculum and youth development principles to achieve the desired outcomes in youth participants. Instructors receive instructions on how to distribute the pre- and post-surveys including timelines for distribution, scripts to read to youth explaining the purpose of the surveys, and instructions on how to complete the forms.

4-H CAPITAL will incorporate the 4-H General Common Measures and the 4-H Science Common Measures into the pre- and post-surveys as well as into our instructor training. All of our currently measured outcomes are a part of the Common measures already, so the program will adapt easily to this enhancement.

Life-long Conservation Habits

4-H CAPITAL has a strong existing Natural Resources program that is managed by a full-time Natural Resource Specialist. The curriculum is a hands-on, guided, inquiry-based course uniting science, engineering, technology, and social studies that can be framed within the context of the students' own community. This curriculum introduces students to natural resources and raises their appreciation for their environment. Activities reinforce critical thinking, problem solving, and service learning in addition to addressing many science TEKS (Texas Essential Knowledge and Skills). Natural resource themes have included: alternative energy production, green city design, water quality and conservation, geologic formations, Citizen Science, forestry, wildlife management, recycling and waste management, and GIS. The project culminates in service learning project.

4-H CAPITAL courses are designed to include youth-led projects that involve the students doing the thinking, planning, implementation, and reflection on their own projects. When youth are involved at this level, they learn the skills needed to develop lifelong conservation habits. The program also introduces them to local resources in their communities where they can enjoy their appreciation for nature.

Service Learning is an integral part of the Natural Resources program. These projects provide real world opportunities for youth to practice what they've learned and to build up their communities. 4-H CAPITAL has strong relationships within the community, from the Austin Nature and Science Center to McKinney Falls State Park. Youth are able to take advantage of local experts for guest speakers, and incorporate outdoor field trips into their project.

Outdoor Activities

Many Del Valle students live outside the Austin city limits where there are not many public parks. However, the school district surrounds McKinney Falls State Park. 4-H CAPITAL has a long history of field trips to the state park for fishing trips and nature study and is usually able to have entrance fees waived. Additionally located in the area is the Center for Environmental

Research at Hornsby Bend and the Hornsby Bend Bird Observatory. Using these sites as field trip locations, along with near-by County parks, will teach participants about outdoor resources in their own community.

Currently, 4-H CAPITAL manages school gardens at 4 of the 8 elementary sites. Activities in the garden include creation of wildlife habitat, nature study, and understanding of ecosystems. These gardens will continue to be incorporated into our curriculum development. Also, many of our school sites have outdoor classrooms on campus that make learning about the outdoors that much more relevant.

Culminating Events

All of our programs are required to complete a culminating event with their students. We define a culminating event as: a project or activity that demonstrates/utilizes what students have learned during the semester. The event might be: 1) A presentation about what they have learned to the School Principal, 2) Completing a service project in the school or community if it applies learning and skills, 3) Participating in a competition where learned skills are exhibited, 4) Participating in a 4-H CAPITAL science fair or 5) A field trip where students utilize the skills and knowledge acquired during the course of the year.

Community Awareness

As a member of the Del Valle ISD community task force, 4-H CAPITAL collaborates with community partners and school district staff on meeting the needs of Del Valle youth. This group is currently working on filling the gap in services created by the end of their federally funded 21st Century Community Learning Center grant. Other partners in the task force will learn about the *Exploring Your Environment* curriculum, but this partnership allows us access to the campuses to promote the program directly to the students and their families.

4-H CAPITAL is an organizational member of the Central Texas Afterschool Network that provides public awareness, professional development, and community engagement opportunities for out of school time providers. CTAN hosts an out of school time providers' conference each year. 4-H CAPITAL presents a session on best practices in after school science program implementation. This fall, the session will focus on sharing the success of this program to other professionals in the out of school time community.

4-H CAPITAL has over 300 views on our website and Facebook page each month. We update our social media pages weekly to share with our community the success of our program. 4-H CAPITAL provides quarterly interpretation to local officials. The *Exploring Your Environment* Program will be highlighted during the winter interpretation in order to share program results. Finally, 4-H CAPITAL will submit an article to the quarterly *Extension Matters* newsletter highlighting the program throughout Travis County. The newsletter is distributed to partner organizations, local community leaders, and elected officials.

Timeline

Provide a detailed timeline for the implementation of this sub-grant.

- March 18th: Submission deadline
- March 18th: Award announcement
- March 19th:
 - Notify Del Valle school district of award receipt
 - Begin coordination of services for fall
- May:
 - Purchase *Exploring Your Environment* curriculum
 - Review curriculum and creating supplemental activities
 - Coordinate with campus site contact to make a plan for starting the fall semester
- June:
 - Begin developing training materials
 - Create material / supply list
- July:
 - Finalize training materials
 - Prepare and adapt pre- and post-surveys to meet Common Measures
- August 1st: Purchase materials for the semester
- August 13th – August 29th: Conduct training with staff and AmeriCorps instructors on curriculum implementation
- September 2nd: Program start date
- September 2nd – 12th: Distribute pre-surveys
- September 19th: Final project plan due from instructors for the semester
- October / November: Program Implementation
- November: Family Day at McKinney Falls State Park
- December 8th – 12th: Distribute post-surveys
- December 12th: Program end date
- December 15th – 18th: Prepare and submit final report to National 4-H Council

Budget

Expenditure	Grant Request	Leveraged Resources: Cash	Leveraged Resources: In-Kind	Total
Salaries	\$16,840	\$0	\$0	\$16,840
Fringe Benefits	\$3,160	\$0	\$0	\$3,160
	\$20,000	\$0	\$0	\$20,000

Budget

Expenditure	Grant Request	Leveraged Resources: Cash	Leveraged Resources: In-Kind	Total
	\$0	\$0	\$0	\$0

Budget Narrative

Budget Narrative

64

SALARIES

Grant Request: $\$16,839.51 = ((\$572.56 \times 8 + \$114.51) \times 3) + ((\$335.92 \times 8) + \$67.18)$

Stipends would be paid for three of our Full Time AmeriCorps Volunteers and 1 Half Time AmeriCorps Volunteer. Full Time AmeriCorps Members earn \$572.56 a pay period and Half Time Members earn \$335.92 a pay period; this would cover the time period August 13 December 15, which includes 8 full pay periods and a prorated amount for 3/15th of pay period of \$114.51 for Full Timers and \$67.18 for Half Timers. The AmeriCorps Members will be responsible for leading and assisting in the after-school programs at 4 campuses each 4 days a week. They will also be responsible for creating lesson and unit plans, gathering materials, planning field trips and guest speakers, and all other aspects of leading the classes. **FRINGE**

Grant Request: $\$3,160.01 = \$1,332.01 + \$1840$
 $\$1,321.06 = (\$16,839.51 \times .062) + (\$16,839.51 \times .0145) + (\$16,839.51 \times .75 \times .0026)$
FICA and Medicare are fringe benefits paid on the stipends at the rate of .062 for FICA, .0145 for Medicare, and .75*.0026 for Workers Compensation. Those rates are multiplied by the total stipend amount in the grant request. $\$1840 = \$230 \times 4 \times 2$

Health Insurance is budgeted for two Full Time AmeriCorps Member for the projected rate in Fall 2014 for the time period of August 13 December 15 (4 months). Because our AmeriCorps Members are typically recent college graduates, we often have Members that decline our health care coverage because of continued coverage on their parents plan. This is why weve only budgeted health insurance costs for two of the three Full Time AmeriCorps Member. We only offer health insurance to Full Time Members.

State

Please select your state:

California

Florida

Hawaii

New York

Texas

Yes

Background Checks

Yes

Attachment Verification

Audited Financial Statement

Yes

IRS Form 990

Electronic Transfer Form to facilitate grant payments

Yes

If the Fiscal Agency is a 4-H Foundation, please attach Memoranda of Understanding with the participating Land-Grant University

If the Fiscal Agency is a 4-H Foundation, please identify the Foundation's Officers and members of the Board of Directors.

Attachments

File Name	Description	File Size
ACHTransferAuthorizationForm.docx	Financial Transfer Authorization	22 KB
Travis County Audit FY'12.pdf	Fiscal year 2012 Financial Audit - Travis County	153 KB

66



**TRAVIS COUNTY
FY 14 GRANT SUMMARY SHEET**

Contract #: 12AC141263
SAP #: 800217

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:	Travis County Health and Human Services and Veterans Service	
Contact Person/Title:	John C. Bradshaw/ Contract Specialist	
Phone Number:	854-4277	

Grant Title:	AmeriCorps		
Grant Period:	From: <input type="text" value="Aug 1, 2012"/>	To: <input type="text" value="Jul 31, 2013"/>	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	OneStar Foundation		
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:	Corporation for National and Community Service (CNCS)		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 259,200	\$ 279,756	\$ 0	\$ 0	\$ 538,956
Operating:	\$ 45	\$ 127,981	\$ 0	\$ 0	\$ 128,026
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 66,698	\$ 0	\$ 0	\$ 66,698
Totals:	\$ 259,246	\$ 474,435	\$ 0	\$ 0	\$ 733,681
FTEs:	14.00	17.00	0.00	0.00	31.00

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"/>	MEG	

Performance Measures					
#	Measure	Actual FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
+ - Applicable Departmental Measures					
1.	Educational Contacts	296,367	260,000	280,000	280,000
2.					
3.					
4.					
+ - Measures for the Grant					
1.	AmeriCorps members successfully completing national service training	31	32	32	24
Outcome Impact Description		The training gives AmeriCorps members knowledge about national service and their job duties that allows them to competently perform their service activities. The training develops an ethic of service among the members. All members must complete the training in order to serve in the program.			
2.	AmeriCorps member service hours	30,838	34,800	34,800	34,800
Outcome Impact Description		This measure shows the number of service hours the AmeriCorps members are providing to the community.			
3.	Students enrolled in after-school programs	1764	1,400	1,400	1,400
Outcome Impact Description		This measure shows the number of students served by the AmeriCorps members.			
4.	Number of students who complete an after-school program and show increased academic engagement (This measure is obtained by administering an attitude questionnaire at the beginning and end of the after-school program.)	236	773	773	773
Outcome Impact Description		AmeriCorps members are used to augment staff in after-school programs with the goal of increasing students' interest in academic subjects.			

PBO Recommendation:

This amendment is the close-out of the AmeriCorps grant from Fiscal Year 2013 that was successfully completed on July 31, 2013. There are four forms that must be signed by the County Judge and submitted to the grantor.

PBO recommends approval of this grant close-out.

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 4-H CAPITAL uses the AmeriCorps members to expand its after-school programs.
The initial grant award was \$298,671. A deobligation reduced this by \$7,000 to \$291,671. Travis County spent \$259,246 of the reduced grant amount and provided \$474,435 of the \$487,203 budgeted for County Cost Share.

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

There are no county funding requirements once the grant ends. There is a match required while the grant is in progress.

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.

The numbers shown in the budget reflect the final expenditures of Grant Funds and County Cost Share for FY'13. The AmeriCorps grant is revenue neutral. It does not increase the General Fund budget.

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

The 2012-2013 grant was year one in a three-year grant cycle. The grant allowed for a 4% indirect cost allocation for Travis County. However, TCHHSVS did not claim this because OneStar strongly encouraged current grantees not to increase the amount of grant funds requested during the three-year grant cycle.

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.

Travis County 4-H CAPITAL will continue to offer after-school programs once the grant ends but not at as many locations.

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

NA.

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

The grant allows 4-H CAPITAL to increase the number of sites where it offers after-school programs without increasing General Fund expenditures. This increases the departmental performance measure for educational contacts.



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

**Sherri E. Fleming
County Executive
for TCHHSVS
(512) 854-4100
Fax (512) 279-1608**

DATE: May 12, 2014

TO: Members of the Commissioners Court

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

SUBJECT: AmeriCorps closeout documents

Proposed Motion:

Consider and take appropriate action to approve the closeout documents for the 2012 - 2013 AmeriCorps grant.

Summary and Staff Recommendations:

Travis County 4-H CAPITAL uses an AmeriCorps grant to increase the number of sites for its after-school programs. AmeriCorps members provide after-school enrichment programs each week during the school year at local schools as well as help staff summer camps. The programs focus on science and technology, environmental education, outdoor education, and life skills. Travis County staff provides program coordination and support for the day-to-day activities of the AmeriCorps members.

The grantor has sent the closeout documents for the 2012 - 2013 grant year. TCHHSVS staff recommends approving them.

Budgetary and Fiscal Impact:

The initial grant award was \$298,671. This was reduced by the grantor to \$291,671 due to staff vacancies and certain AmeriCorps members leaving before completing their

terms of service. Travis County spent \$259,246 (89%) of the reduced amount.

Issues and Opportunities:

Studies show that students who participate in after-school programs have fewer behavior problems, handle conflict better, show improved social skills and enhanced academic performance. AmeriCorps members provide much needed staff to increase the number of after-school programs in Travis County as well as enhance existing programs. Travis County 4-H CAPITAL programs differ from more traditional programs by offering hands-on activities that reinforce key concepts in the curriculum.

Background:

Travis County 4-H CAPITAL is a non-profit organization affiliated with the Texas AgriLife Extension Service. The Extension Service provides a variety of educational programs for county youth and adults.

Cc: Dolores Sandmann, Director, Texas A&M AgriLife Extension Service
Nicki Riley, CPA, CMA, Travis County Auditor
Patty Lennon, Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney
Leroy Nellis, Acting County Executive, Planning and Budget Office
Aerin Toussaint, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Shannon Pleasant, Purchasing Agent Assistant, Travis County Purchasing Office



AmeriCorps*Texas Contract Release Agreement

Sub-Grantee Information

Legal Applicant

Travis County through Travis County Health and Human Services
and Veterans Services
P.O. Box 1748
Austin, TX 78767-1748

EIN: 746000192

Program Name

Travis County CAPITAL AmeriCorps Project

Primary Contact

Lydia Domaruk
512-854-9609
LRDomaruk@ag.tamu.edu

Grant Award Information

CFDA Number	94.006	Pre-Award Cost Start Date	August 1, 2012
eGrants Grant Number	06AFHTX0010051	Project Period	8/3/2012 – 7/31/2015
eGrants Application ID	12AC141263	Budget Period	8/3/2012 – 7/31/2013

Contract Release

This Contract Release Agreement is based on the following:

Total Awarded	Total After Deobligation	Cash Paid to Sub-Grantee	Total Withheld for Commission Administration	Total Amount Expended	Total Unexpended and Recaptured by Grantee
\$ 301,696	\$ 294,625.29	\$ 259,245.60	\$ 2,618.78	\$ 261,864.38	\$ 32,760.91

This Contract Release Agreement is made and entered into by and between OneStar Foundation National Service Commission, Inc. ("Grantee") and the above-designated Sub-Grantee.

The parties to this agreement expressly understand and agree that:

1. Grantee and Sub-Grantee entered into a grant award (see Grant Number and Budget Period listed above) by which Sub-Grantee agreed the terms of the grant award and Grantee agreed to reimburse Sub-Grantee, not to exceed the agreed upon Total Awarded (as listed above).
2. The costs incurred under the contract shall not exceed the Total Amount Expended. By execution of this agreement, Sub-grantee agrees that all allowable costs have been paid for this contract in full and Sub-grantee does hereby release and discharge Grantee, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever arising from Sub-Grantee's unpaid bills.
3. In case of a conflict between the terms contained in this Contract Release Agreement and the cited grant award, the terms of this release agreement shall govern and the conflicting terms shall be void and of no effect.
4. No provision of this Contract Release Agreement shall be construed as relieving Sub-Grantee of liability for costs ultimately disallowed as a result of a previous or later financial and/or compliance audits or other reviews of Sub-Grantee's program.
5. Sub-Grantee shall maintain all documents related to said grant award for a period of three (3) years after acceptance of the close-out by the grantor of this grant award, the Corporation for National and Community Service. OneStar will notify all Sub-Grantees of this date.

Signature Authority

The person signing this Contract Release Agreement on behalf of the Sub-Grantee or representing himself/herself as signing this agreement on behalf of the Sub-Grantee, hereby agrees that he/she has been duly authorized by the Sub-Grantee to certify this agreement on behalf of the Sub-Grantee and to validly and legally bind Sub-Grantee to all the terms of this agreement.

Grantee

Sub-Grantee

Elizabeth Darling
Chief Executive Officer
OneStar Foundation

Date

BY:

Samuel Biscoe
County Judge
Travis County through Travis County Health and Human Services
and Veterans Services

Date

72



Certification of Program Sub-Grant Closeout

Legal Applicant Organization Name: Travis County through Travis County Health and Human Services and Veterans Services

Program Name: Travis County CAPITAL AmeriCorps Project

Grant Number: 06AFHTX0010051

Project Period: 8/3/2012 – 7/31/2013

Date of Submission: 6/5/14

Please select the answer that is applicable to your program:
(check one option only)

OPTION 1

Our organization awarded Program Sub-grants under the above-referenced grant award number. A Program Sub-Grant is any AmeriCorps grant funds awarded to an organization by your organization under this grant award number.

- I certify that our organization has completed all closeout actions; accomplished all program and financial requirements; secured all reports; and reconciled all funding with respect to Program Sub-grants we have awarded under the above-referenced grant.

OR

OPTION 2

No Program Sub-grants were awarded under the above-referenced grant award number. A Program Sub-Grant is any AmeriCorps grant funds awarded to an organization by your organization under this grant award number.

- Our organization did not award any Program Sub-grants under the above-referenced grant award number.

Name of Authorized Representative: Samuel T. Biscoe

Title of Authorized Representative: Travis County Judge

Signature: By: _____ Date: _____



Travis County Commissioners Court Agenda Request

Meeting Date: 5/27/14

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

A handwritten signature in black ink, appearing to read "Leroy Nellis", is written over the right side of the meeting information.

AGENDA LANGUAGE:

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

Proposed routine personnel amendments.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 8.

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

May 27, 2014

ITEM # :

DATE: May 16, 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.

Routine Personnel Actions – Pages 2 – 8.

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 Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
New Hire	New Hire	05/19/2014	N/A	N/A	1250 - Planning and Budget	30000266 / Budget Analyst I / 1 - Regular / 01 - Full Time Exempt / GRD17 / 00 / \$42,397.66
New Hire	New Hire	05/19/2014	N/A	N/A	1400 - Information Technology Service	30052328 / Intern / 2 - Temporary / 06 - Hourly - No Bnf / GRD12 / 00 / \$13.59
New Hire	New Hire	05/20/2014	N/A	N/A	1450 - Facilities Management	30005982 / Building Security Guard / 2 - Temporary / 05 - Hourly - Retmt / GRD09 / 00 / \$11.09
New Hire	New Hire	05/15/2014	N/A	N/A	1450 - Facilities Management	30005979 / Groundskeeper / 2 - Temporary / 06 - Hourly - No Bnf / GRD08 / 00 / \$11.00
New Hire	New Hire	05/19/2014	N/A	N/A	1700 - Transportation and Nat Rsrc	30004966 / Road Maintenance Worker / 1 - Regular / 02 - Full Time Non-Exempt / GRD10 / 00 / \$26,166.40
New Hire	New Hire	05/12/2014	N/A	N/A	1700 - Transportation and Nat Rsrc	30004633 / School Crossing Guard / 2 - Temporary / 05 - Hourly - Retmt / GRD11 / 00 / \$13.00

2

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Created 05-22-2014 at 4:07 pm

Action Type Description		Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
New Hire	New Hire	05/19/2014	N/A	1700 - Transportation and Nat Rsrc	30050019 / Park Tech I / 2 - Temporary / 06 - Hourly - No Bnf / GRD08 / 00 / \$11.00		
New Hire	New Hire	05/12/2014	N/A	1700 - Transportation and Nat Rsrc	30050020 / Park Tech I / 2 - Temporary / 06 - Hourly - No Bnf / GRD08 / 00 / \$11.00		
New Hire	New Hire	05/16/2014	N/A	1800 - Rcd Mgmt and Comm Rsrc	30052327 / Mailroom Services Asst / 2 - Temporary / 06 - Hourly - No Bnf / GRD09 / 00 / \$11.09		
New Hire	New Hire	05/19/2014	N/A	1850 - Health and Human Sv and Vet Sv	30005366 / Case Worker / 1 - Regular / 02 - Full Time Non- Exempt / GRD16 / 00 / \$40,352.00		
New Hire	New Hire	05/19/2014	N/A	1850 - Health and Human Sv and Vet Sv	30005365 / Case Worker / 1 - Regular / 02 - Full Time Non- Exempt / GRD16 / 00 / \$40,352.00		
New Hire	New Hire	05/16/2014	N/A	1850 - Health and Human Sv and Vet Sv	30052451 / Office Specialist / 2 - Temporary / 06 - Hourly - No Bnf / GRD12 / 00 / \$13.59		
New Hire	New Hire	05/19/2014	N/A	3500 - Sheriff	30002426 / Security Coord / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$37,042.72		

3

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Created 05-22-2014 at 4:07 pm

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	05/27/2014	N/A	3500 - Sheriff	30003366 / Law Enforcement Sheriff D / 1 - Regular / 02 - Full Time Non-Exempt / GRD72 / 03 / \$54,414.67		
New Hire	New Hire	05/19/2014	N/A	3500 - Sheriff	30002588 / Security Coord / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$37,042.72		
New Hire	New Hire	05/19/2014	N/A	3500 - Sheriff	30002761 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50		
New Hire	New Hire	05/27/2014	N/A	3650 - Juvenile Probation	30004055 / Office Asst / 1 - Regular / 02 - Full Time Non-Exempt / GRD10 / 00 / \$27,643.20		
New Hire	New Hire	05/27/2014	N/A	3650 - Juvenile Probation	30004511 / Business Analyst I / 1 - Regular / 01 - Full Time Exempt / GRD22 / 00 / \$60,590.40		
New Hire	New Hire	05/09/2014	N/A	3650 - Juvenile Probation	30004480 / Housekeeper / 2 - Temporary / 05 - Hourly - Retmt / GRD07 / 00 / \$10.56		
Re-Hire	Re-Hire	05/12/2014	N/A	1700 - Transportation and Nat Rsrc	30050010 / Park Tech I / 2 - Temporary / 06 - Hourly - No Bnf / GRD08 / 00 / \$11.00		

4

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Created 05-22-2014 at 4:07 pm

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT			NEW		
				Position / Position Title / Employee Group / Grade / Level / Salary/Rate Amt	New Personnel Area	Position / Position Title / Employee Group / Grade / Level / Salary/Rate Amt			
Re-Hire	Re-Hire	05/19/2014	N/A	N/A	3100 - County Attorney	30000843 / Law Clerk I / 1 - Regular / 04 - Part Time Non-Exempt / GRD15 / 00 / \$17,304.25			
Re-Hire	Re-Hire	04/28/2014	N/A	N/A	3150 - County Clerk	30006679 / Elections Early Voting CI / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$10.00			
Re-Hire	Re-Hire	04/27/2014	N/A	N/A	3150 - County Clerk	30006519 / Elections Early Voting CI / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$10.00			
Mobility	Career Ladder	05/07/2014	3500 - Sheriff	30002093 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27	3500 - Sheriff	30002093 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26			
Mobility	Career Ladder	05/20/2014	3500 - Sheriff	30002404 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50	3500 - Sheriff	30002404 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27			
Mobility	Career Ladder	05/20/2014	3500 - Sheriff	30002577 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50	3500 - Sheriff	30002577 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27			
Mobility	Career Ladder	05/01/2014	3500 - Sheriff	30003390 / Law Enforcement Sheriff Deputy / 1 - Regular / 02 - Full Time Non-Exempt / GRD72 / 01 / \$52,301.81	3500 - Sheriff	30003390 / Law Enforcement Sheriff Deputy Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD74 / 01 / \$55,962.82			

5

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Created 05-22-2014 at 4:07 pm

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	Career Ladder	05/06/2014	3500 - Sheriff	30002545 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27	3500 - Sheriff	30002545 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26	
Mobility	Career Ladder	05/21/2014	3500 - Sheriff	30006037 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27	3500 - Sheriff	30006037 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26	
Mobility	Career Ladder	05/20/2014	3500 - Sheriff	30002625 / Cadet / 1 - Regular / 02 - Full Time Non- Exempt / GRD80 / 01 / \$38,919.50	3500 - Sheriff	30002625 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27	
Mobility	Career Ladder	05/20/2014	3500 - Sheriff	30002953 / Cadet / 1 - Regular / 02 - Full Time Non- Exempt / GRD80 / 01 / \$38,919.50	3500 - Sheriff	30002953 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27	
Mobility	Career Ladder	05/20/2014	3500 - Sheriff	30002225 / Cadet / 1 - Regular / 02 - Full Time Non- Exempt / GRD80 / 01 / \$38,919.50	3500 - Sheriff	30002225 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27	
Mobility	Career Ladder	05/21/2014	3500 - Sheriff	30002777 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27	3500 - Sheriff	30002777 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26	
Mobility	Career Ladder	05/21/2014	3500 - Sheriff	30002746 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27	3500 - Sheriff	30002746 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26	

6

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Created: 05/22/2014 at 1:07 PM

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Mobility	Interdpt Change	05/05/2014	3650 - Juvenile Probation	30004132 / Administrative Asst II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$44,706.10	1850 - Health and Human Sv and Vet Sv	30000648 / Office Supv / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$45,000.00
Mobility	Lateral Transfer	05/12/2014	1800 - Rcd Mgmt and Comm Rsrc	30005628 / ACC Intern / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$12.00	1800 - Rcd Mgmt and Comm Rsrc	30005992 / Imaging Production Tech / 2 - Temporary / 06 - Hourly - No Bnf / GRD11 / 00 / \$12.71
Mobility	Promotion	06/02/2014	1700 - Transportation and Nat Rsrc	30004814 / Park Supv II / 1 - Regular / 01 - Full Time Exempt / GRD17 / 00 / \$48,828.51	1700 - Transportation and Nat Rsrc	30004793 / District Park Mgr / 1 - Regular / 01 - Full Time Exempt / GRD22 / 00 / \$62,254.40
Mobility	Promotion	05/17/2014	3500 - Sheriff	30002365 / Certified Peace Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD84 / 13 / \$68,588.62	3500 - Sheriff	30003002 / Corrections Sergeant / 1 - Regular / 02 - Full Time Non-Exempt / GRD88 / 13 / \$90,592.94
Mobility	Promotion	05/16/2014	3500 - Sheriff	30003369 / Law Enforcement Sheriff Deputy Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD74 / 12 / \$72,876.75	3500 - Sheriff	30003045 / Law Enforcement Detective / 1 - Regular / 02 - Full Time Non-Exempt / GRD75 / 12 / \$86,381.98

7

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT		New Personnel Area	NEW	
				Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt			
Mobility	Second Job	04/01/2014	N/A	N/A	N/A	3300 - District Attorney	30050052 / Attorney III / 2 - Temporary / 05 - Hourly - Retmt / GRD25 / 00 / \$32.80	

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Bruce Todd, Commissioner, Pct. 2

Gerald Daugherty, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4



Travis County Commissioners Court Agenda Request

Meeting Date: May 27, 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

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 \$1,069,244.41 for the period of May 9 to May 15, 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 \$1,069,244.41.

ISSUES AND OPPORTUNITIES:

See attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (8956) – \$1,069,244.41

REQUIRED AUTHORIZATIONS:

John Rabb, 854-2742

Jessica Rio, 854-9106

**TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS**

DATE: May 27, 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: May 9, 2013 to May 15, 2014

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$1,069,244.41

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 \$1,069,244.41.

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
MAY 9, 2014 TO MAY 15, 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: May 27, 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: May 9, 2014
 TO: May 15, 2014

REIMBURSEMENT REQUESTED: \$ 1,069,244.41

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 2,669,307.68
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: May 20, 2014	\$ (1,596,258.02)
SAP corr	\$ (3,475.00)
Misc Adj	\$ (330.25)
TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 1,069,244.41
TRANSFER OF FUNDS REQUESTED:	\$ 1,069,244.41

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

All claims over \$25,000 (8 this week totaling \$463,508.51) 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 (\$90,704.74) 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.

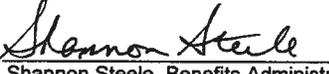
All claims have been reviewed to determine if they have exceeded the \$275,000 stop loss limit. Claims that have exceeded the limit will be reimbursed by Sun Life; claims expenses are credited in the fiscal year reimbursed. Cumulative fiscal year stop loss reimbursements from Sun Life total \$349,720.88.

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.

 5/19/2014
 Debbie Maynor, Director, HRMD Date

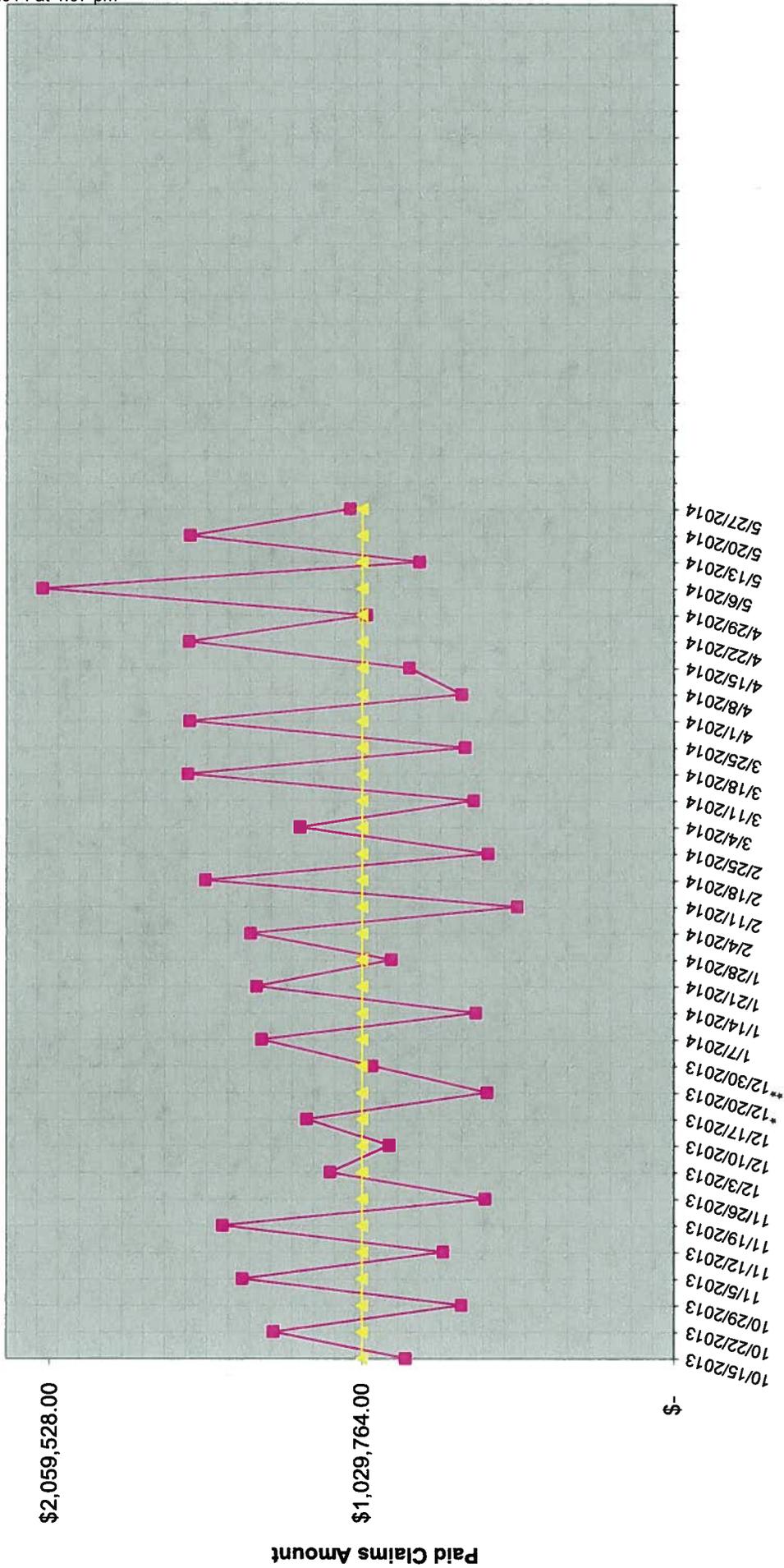
 5/19/14
 John Rabb, Benefits Manager Date

 5/19/2014
 Shannon Steele, Benefits Administrator Date

 5/19/14
 Norman McRee, Financial Analyst Date

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

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



Commissioners Court Date

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

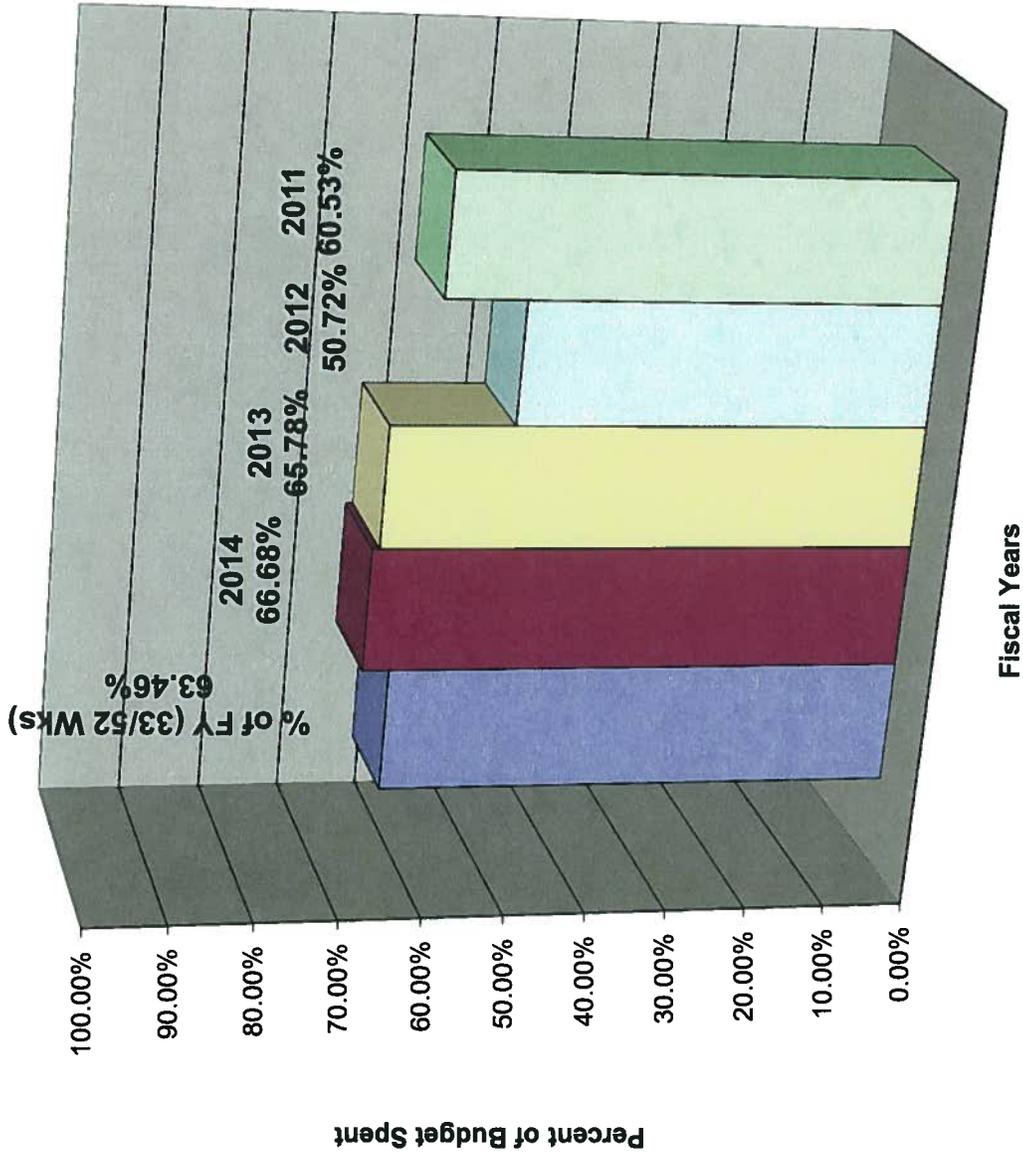
Wk	Period from	Period To	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims	FY 2014 % of Budget Spent	FY 2013 % of Budget Spent
1	9/27/2013	10/3/2013	10/15/2013	\$ 885,221.27	\$ 1,029,764.52	5	\$ 195,295.06	1.65%	1.68%
2	10/4/2013	10/10/2013	10/22/2013	\$ 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%
30	4/18/2014	4/24/2014	5/6/2014	\$ 2,082,333.51	\$ 1,029,764.52	9	\$ 512,959.72	60.13%	60.43%
31	4/25/2014	5/1/2014	5/13/2014	\$ 839,403.51	\$ 1,029,764.52	4	\$ 141,146.67	61.70%	62.01%
32	5/2/2014	5/8/2014	5/20/2014	\$ 1,596,258.02	\$ 1,029,764.52	5	\$ 305,545.38	64.68%	64.62%
33	5/9/2014	5/15/2014	5/27/2014	\$ 1,069,244.41	\$ 1,029,764.52	8	\$ 463,508.51	66.68%	65.78%
34									
35									
36									
37									
38									
39									
40									
41									
42									
43									
44									
45									
46									
47									
48									
49									
50									
51									
52									

Claims (net) & Budget to Date	\$ 35,704,052.90	\$ 33,982,229.13	stop loss \$ (349,720.88)
Gross Paid Claims over (under) Original Budget		\$ 1,721,823.77	

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 33





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

Secured Message

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

From: SIFSFX@UHC.COM
To: NORMAN.MCREE@CO.TRAVIS.TX.US
Date: May 16, 2014 5:57:40 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: 2014-05-16 REQUEST AMOUNT: \$2,669,307.68

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: 2014-05-15	\$36,630.67
- REQUIRED BALANCE TO BE MAINTAINED:	\$2,668,041.00
+ PRIOR DAY REQUEST:	\$00.00
= UNDER DEPOSIT:	<u>\$2,631,410.33</u>
+ CURRENT DAY NET CHARGE:	\$37,897.35
+ ISSUED CREDIT AMOUNT:	\$00.00
+ FUNDING ADJUSTMENTS:	\$00.00
	<u>REQUEST AMOUNT: \$2,669,307.68</u>

ACTIVITY FOR WORK DAY: 2014-05-09

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$39,390.66	\$00.00	\$39,390.66
5972	\$05.78	\$00.00	\$05.78
TOTAL:	\$39,396.44	\$00.00	\$39,396.44

ACTIVITY FOR WORK DAY: 2014-05-12

CUST	NON	NET
------	-----	-----

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2014_05_15

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	0.50	PH	67856399	AH		5/2/2014	20	5/16/2014	5/15/2014
701254	632	0.50	PH	67826158	AH		4/25/2014	20	5/14/2014	5/15/2014
701254	632	0.50	PH	67826158	AH		4/25/2014	20	5/14/2014	5/15/2014
701254	632	0.50	PH	88632805	AH		5/6/2014	20	5/15/2014	5/15/2014
701254	632	0.01	QG	12302600	AE		5/12/2014	100	5/14/2014	5/15/2014
701254	632	0.01	QG	12302600	AH		5/12/2014	100	5/14/2014	5/15/2014
701254	632	0.01	QG	12302600	AH		5/12/2014	100	5/14/2014	5/15/2014
701254	632	0.01	QG	12302600	AH		5/12/2014	100	5/14/2014	5/15/2014
701254	632	0.01	QG	12302600	AH		5/12/2014	100	5/14/2014	5/15/2014
701254	632	0.01	QG	12302600	AH		5/12/2014	100	5/14/2014	5/15/2014
701254	632	0.01	QG	12302600	AH		5/12/2014	100	5/14/2014	5/15/2014
701254	632	0.01	QG	12302600	AH		5/12/2014	100	5/14/2014	5/15/2014
701254	632	0.01	QG	12302600	AA		5/12/2014	100	5/14/2014	5/15/2014
701254	632	(3.00)	QG	92804570	AA		5/13/2014	50	5/15/2014	5/15/2014
701254	632	(14.78)	QG	4056394	AA		5/9/2014	50	5/15/2014	5/15/2014
701254	632	(34.58)	PH	42364231	AH		1/14/2014	50	5/14/2014	5/15/2014
701254	632	(35.10)	QG	4520978	AA		5/9/2014	50	5/15/2014	5/15/2014
701254	632	(48.12)	QG	82026032	AE		12/27/2013	50	5/12/2014	5/15/2014
701254	632	(79.47)	QG	82028535	AH		5/8/2014	50	5/14/2014	5/15/2014
701254	632	(203.69)	QG	32074197	AH		1/10/2014	50	5/12/2014	5/15/2014
701254	632	(522.95)	QG	82028060	AE		12/30/2013	50	5/16/2014	5/15/2014
701254	632	(765.00)	QG	31713799	AE		7/10/2013	50	5/16/2014	5/15/2014
701254	632	(10,506.69)	QG	4636051	AH		1/31/2014	50	5/13/2014	5/15/2014

\$ 1,069,244.41

Travis County Employee Health Benefits Fund

UHC Payments Deemed Not Reimbursable

For the payment week ending: 5/15/2014

CONTR_#	TRANS_AMT	SRS	CHK_#	GRP	CLAIM ACCT #	ISS_DATE	TRANS CODE	TRANS_DATE
---------	-----------	-----	-------	-----	--------------	----------	------------	------------

Total: \$0.00

Travis County - Employee Health Benefits Fund (8956)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 5/15/2014

Type	EE/RR	Cost Center	G/L Account	Transaction Amount
CEPO	EE	1110068956	516010	\$ 101,382.50
	RR	1110068956	516110	\$ 43,421.39
			Total CEPO	\$ 144,803.89
EPO	EE	1110068956	516030	\$ 154,021.48
	RR	1110068956	516130	\$ 69,610.19
			Total EPO	\$ 223,631.67
PPO	EE	1110068956	516020	\$ 506,673.90
	RR	1110068956	516120	\$ 194,134.95
			Total PPO	\$ 700,808.85
			Grand Total	\$ 1,069,244.41



Travis County Commissioners Court Agenda Request

Meeting Date: May 27, 2014

Prepared By/Phone Number: Travis R. Gatlin, 854-9065

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

A handwritten signature in black ink, appearing to read "Leroy Nellis", is written over the typed name in the previous block.

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE: CONSIDER AND TAKE APPROPRIATE ACTION ON ADOPTION OF AN ORDER REPEALING AND REPLACING TRAVIS COUNTY CODE CHAPTER 21 TO INCLUDE RECENTLY APPROVED AMENDMENTS TO THE TRAVIS COUNTY DEBT POLICY.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The Commissioners Court approved amendments to the Travis County Debt Policy on April 22, 2014. However, existing codified Chapter 21 of the Travis County code was not repealed and replaced with a new chapter incorporating the approved debt policy. The attached order prepared by the County Attorney's Office will amend Travis County code by deleting the most current Chapter 21 and replacing it with the Chapter 21 attached to the order as Exhibit 1.

STAFF RECOMMENDATIONS:

The Planning and Budget Office recommends approval of the order and will work to include such orders in conjunction with any recommended debt policy changes in the future.

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

REQUIRED AUTHORIZATIONS:

- Leroy Nellis, Planning and Budget Office (512) 854-9066**
- 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.

**Order of the Travis County Commissioners Court
Repealing and Replacing Travis County Code Chapter 21.**

On April 22, 2014, on Item 24 of the court's agenda, the Travis County Commissioners Court approved amendments to the Travis County Debt Policy contained in Travis County Code Chapter 21. The existing codified Chapter 21 should be repealed and replaced with a new chapter incorporating the approved debt policy. This order includes that replacement and serves to improve the usefulness of the Travis County Code.

Therefore, under Chapter 2 of the Travis County Code, it is ordered that the Travis County Code is amended by *deleting the most current Chapter 21 and replacing it with the Chapter 21 attached to this Order as Exhibit 1.*

The effective date for the amendments of April 22, 2014, remains the same.

The changes ordered are effective on *May 27th, 2014.*

ORDERED on: _____.

Travis County Commissioners Court

Samuel T. Biscoe
Travis County Judge

Ron Davis
Commissioner, Precinct 1

Bruce Todd
Commissioner, Precinct 2

Gerald Daugherty
Commissioner, Precinct 3

Margaret Gómez
Commissioner, Precinct 4

Exhibit 1

Chapter 21. Fiscal¹

Contents:

Subchapter A. [Reserved for Expansion] 1

21.001 [Reserved for Expansion] 1 *Subchapter B. Travis County Debt Policy 1*

- 21.002 Purpose 1
- 21.003 General Approach to Debt 1
- 21.004 Long-Term Debt 2
- 21.005 Capital Expenditures 2
- 21.006 Process to Determine Needs 3
- 21.007 Debt Policies 3

Subchapter A. [Reserved for Expansion]²

21.001 [Reserved for Expansion]

Subchapter B. Travis County Debt Policy³

21.002 Purpose

The purpose of this policy is to provide guidance governing the issuance, management, and the continuing evaluation and reporting of all Travis County debt obligations. This policy is intended to provide parameters for the Commissioners' Court in deciding whether to issue additional debt and to attempt to keep the debt issuance of the County within established limits. These guidelines are meant to be parameters in serving the public interest, not absolute terms.

This policy will be reviewed by the Commissioners Court at least once every five years to ensure the policy is relevant and up to date.

21.003 General Approach to Debt

Travis County will maintain a prudent approach to the issuance of debt that adheres to all applicable state laws, as well as any associated bond covenants.

¹Chapter 21 was replaced by Travis County Commissioners Court on (date), (item #). The Debt Policy was replaced, and the replacement made effective, on April 22, 2014, Item 24.

² Subchapter A. Charts of Accounts, was repealed May 14, 2013, Item 26A.

³ The Travis County Debt Policy was replaced April 22, 2014, Item 24.

Exhibit 1

This approach includes the following:

- (1) Travis County will ensure that essential services are provided in this community in a timely and sufficient manner using current revenues.
- (2) Travis County will ensure that necessary equipment, facilities and infrastructure are provided in a timely manner using the most cost-effective method of payment available for such expenditures.
- (3) Routine purchase and replacement of capital equipment, such as computer equipment, furniture, and "down payments" on larger capital projects will be financed through the Capital Acquisition Resources Account from current operating revenues. This account will be gradually adjusted as existing funds become available and as economic circumstances allow, to reduce or to eliminate the need for issuing debt or entering into any other financing arrangement for recurring operating equipment purchases.
- (4) Sale of debt obligations will follow general market conventions assuring the best interest rate deemed possible at the time, based upon advice from the County's independent municipal financial advisor.

21.004 Long-Term Debt

The Travis County Commissioners' Court will not issue long-term debt (with a repayment period in excess of five years) without the approval of such bond issue by the voters at an election, except under the following circumstances:

- (1) The expenditure is legally required of the County, where penalties or fines could be imposed on the County if the expenditure is not made.
Or,
- (2) A financial analysis demonstrates that during a stipulated term Travis County would spend significantly less.
Or,
- (3) The expenditure is for the purchase of real estate (including buildings, land or right-of-way) where delays for a bond referendum would impede the County's ability to negotiate and be competitive on behalf of the taxpayers.
Or,
- (4) The voters have previously approved the issuance of general obligation bonds but, for valid reasons, certificates of obligation must be substituted for such bonds in order to carry out the voters' authorization.
Or,
- (5) The expense is for necessary planning services or acquiring options for a future capital project that will be submitted to the voters.

21.005 Capital Expenditures

Capital expenditures, particularly those involving the issuance of debt, will be approved only in the context of multi-year planning by the County.

Exhibit 1

21.006 Process to Determine Needs

- (a) Expenditures for capital improvements and equipment will be requested, justified and approved, specifying the recommended method of finance for such expenditures as part of the annual County budget process, prior to budget adoption.
- (b) Each year as part of the budget process, the Planning and Budget Office will prepare a debt report analyzing all recommended expenditures which are proposed to be financed with debt. The report will explain the impact the proposed new debt will have on the County's debt service tax rate and an analysis of such impact on the average county taxpayer, and the impact of the issuance of the proposed County debt in light of the general obligation debt of other taxing entities in Travis County (schools, cities, special districts).
- (c) Building renovation or construction projects will be reviewed and assessed by the Facilities Management Department prior to consideration by the Commissioners' Court.
- (d) The Transportation and Natural Resources Department will review and assess any project which includes roads, drainage or parks prior to consideration by the Commissioners' Court.
- (e) The Commissioners' Court will decide which projects will be undertaken, the timing of those projects and the source of funding to be provided for accomplishment of those projects.

21.007 Debt Policies

- (a) The County may issue General Obligation Bonds, Certificates of Obligation, Revenue Bonds, Refunding Bonds, State Highway Bonds, and other debt instruments authorized for issuance by a county in accordance with the Texas Government Code or other applicable law.
- (b) Debt proceeds will be invested in accordance with the Travis County investment Policy and Procedures and applicable state laws. Derivatives will not be used in connection with investment of debt proceeds or in connection with issuance of debt.
- (c) A debt service reserve of at least 10% of total debt service requirements for the current fiscal year will be maintained to ensure availability of funds to meet the debt service payments in the event of tax revenue shortfalls.
- (d) The term of any debt should not exceed 20 years, and should never exceed the useful life of the asset being financed or the weighted average useful life of a group of assets when multiple assets are funded in a single issue.
- (e) Except in the case of revenue producing facilities, debt will not be issued for the purpose of making debt service interest payments. If interest capitalization becomes necessary, it will only be used for three years or the period of the construction phase, whichever is the shorter period.
- (f) Delays in repayment of principal will be part of the debt structure only if in a particular circumstance such delay is seen to be in the County's best financial interest.
- (g) Interest earnings on bonds which have been sold will be retained in the project until that project is completed unless the Commissioners Court has instructed otherwise in a bond covenant or official statement. Funds not needed for the project after its completion will be

Exhibit 1

- either transferred to the Interest and Sinking Fund in order to mitigate the need to increase the debt service tax rate or may be used for projects of a similar nature as allowed by law. Excess funds will not be allowed to increase the scope of the original project without additional justification and analysis.
- (h) Optional debt redemption shall be provided for, based upon the advice of the County's independent municipal financial advisor.
 - (i) Travis County will maintain a ratio of annual short-term debt service payments to total debt service of 25% or less, and short-term debt service payments to total General Fund expenditures of 5% or less.
 - (j) Guidelines in the form of industry-standard ratios will be reviewed in conjunction with each debt issuance in order to provide a framework within which to view overall Travis County debt. Those guideline ratios include:
 - (1) Primary Guidelines
 - (A) Net bonded debt to taxable value should not exceed the range of 1.0%-1.5%.
 - (B) Net bonded debt to population should not exceed \$800 per capita.
 - (C) Debt service to total expenditures (operating expenditures and debt service combined) shall be approximately 20% or less.
 - (2) Secondary Guidelines. A total debt target of 5% of taxable value for all overlapping debt in Travis County (county, city, school district and other) will be established, in concert with cooperative efforts toward sharing this goal with the other debt-issuing entities.
 - (k) The debt analysis will show the anticipated net bonded debt to taxable value and the net bonded debt per capita that will be shown as a part of an upcoming official statement.
 - (l) Travis County may issue debt using the sale method recommended by the County's independent municipal financial advisor (competitive, negotiated, or private placement) deemed to be in the best financial interest of the County.
 - (m) Travis County may issue refunding bonds as recommended by the County's independent municipal financial advisor when deemed to be in the best financial interest of the County.
 - (n) Travis County will follow its written post-issuance federal tax compliance procedures for tax-exempt debt.



Travis County Commissioners Court Agenda Request

Meeting Date: May 27, 2014

Prepared By/Phone Number: Jessica Rio 512-854-4455

Elected/Appointed Official/Dept. Head: Jessica Rio

Commissioners Court Sponsor: Commissioner Ron Davis &
Commissioner Margaret Gómez

AGENDA LANGUAGE: Receive and discuss information regarding appraisals in Travis County, including:

- A. Update from Travis Central Appraisal District on 2014 appraised values, exemptions, and ways to appeal; and
- B. Tax Office information regarding tax payment options.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: The independent Travis Central Appraisal District and the Travis County Tax Office will provide information regarding the appraisal process in Travis County as well as options for the payment of property taxes.

STAFF RECOMMENDATIONS: N.A.

ISSUES AND OPPORTUNITIES: The Travis Central Appraisal District will provide the public with information regarding the appraisal process, exemptions available to property owners, and the process to appeal an appraisal. In addition, the Travis County Tax Office will inform the public on tax deadlines, payment plans available, and other payment options.

FISCAL IMPACT AND SOURCE OF FUNDING: N.A.

REQUIRED AUTHORIZATIONS:

Leroy Nellis – Planning and Budget Office, (512)854-9106

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

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.



05-22-2014 at 4:07 pm

Travis Commissioner Court Update

May 27, 2014

Marya Crigler, Travis Central Appraisal District



The Appraisal District

- ▶ Three factors determine the total amount of taxes imposed on a property
 1. The appraised value established by the appraisal district
 2. The exemptions, if any, to which the property may be entitled.
 3. The tax rates set by the governing bodies of the taxing units in which the property is located.
- The purpose of the appraisal is to allocate the tax burden fairly among all taxpayers.

Constitution Requirements

- ▶ The Texas Constitution Article 8 Section 1 states:
 - (a) Taxation shall be equal and uniform.
 - (b) All real property and tangible personal property in this State, unless exempt as required or permitted by this constitution, whether owned by natural persons or corporations, other than municipal, **shall be taxed in proportion to its value**, which shall be ascertained as may be provided by law

Constitution Requirements

“...shall be taxed in proportion to its value”



Constitution Requirements

- ▶ Article 8 Section 20 states:
 - No property of any kind in this state shall ever be assessed for ad valorem taxes at a greater value than its **fair cash market value** nor shall any Board of Equalization of any governmental or political subdivision or taxing district within this State fix the value of any property for tax purposes at more than its fair cash market value.

Tax Code Requirements

- ▶ Texas Property Tax Code 23.01 states:
 - Except as otherwise provided by this chapter, all taxable property is appraised **at its market value as of January 1**.

Tax Code Requirements

- ▶ Texas Property Tax Code 1.04 (7) defines market value as:
 - “**Market value**” means the price at which a property would transfer for cash or its equivalent under prevailing market conditions if:
 - a) exposed for sale in the open market with a reasonable time for the seller to find a purchaser;
 - b) both the seller and the purchaser know of all the uses and purposes to which the property is adapted and for which it is capable of being used and the enforceable restrictions on its use; and
 - c) both the seller and the purchaser seek to maximize their gains and neither is in a position to take advantage of the exigencies of the other

Mass Appraisal

- ▶ The assessment date for the appraisal district is January 1st.
- ▶ The district appraises property at market value which is defined by the Texas Property Tax Code.

Mass Appraisal

- ▶ We use Computer Assisted Mass Appraisal software to apply globally recognized mass appraisal techniques for developing statistical models to value large groups of properties as of a given date and then test the results for accuracy.

Mass Appraisal

- We collect property characteristic information on all properties to include:
 - Location
 - Type of improvement
 - Size
 - Age
 - Quality and Type of Construction
 - Condition
 - Amenities – pools, elevators

TRAVIS CENTRAL APPRAISAL DISTRICT				PROPERTY FIELD REVIEW CARD 2014				2014-0-379962-338790											
PROPERTY ID AND LEGAL DESCRIPTION				OWNER ID, NAME AND ADDRESS				OWNER ID / %		EXEMPTIONS		ENTITIES		VALUE METHOD		C 2013 VALUES		C 2014 VALUES	
PROP ID: TYPE: Rwd DGA								100.00%		HS OV65		03 100% 04 100% 10 100% 21 100% 05 100%		IMPROVEMENT LAND MKT MARKET PROD LOSS APPRAISED HS CAP LOSS ASSESSED		132,448 35,000 167,448 0 167,448 0 167,448		149,472 35,000 184,472 0 184,472 279 184,193	
1980 ID: REF ID: MAP ID: 028350				, TX 7866C															
REF ID: REF ID: MAP900: 409S				EFFECTIVE ACRES: 0.0000				APPR VAL METHOD: Cost											
SITUS: TX 78660				TIP: N															
PROP USE: SUB MKT: N/A: 0 UNITS: 0				APPR VAL METHOD: Cost															
GSA: 0																			
GENERAL				REMARKS / SKETCH COMMENTS				SKETCH FOR IMPROVEMENT #1											
UTILITIES: LAST APPR YR: 2014 LAST APPR: 2013				1ST U56,R20,D7,R8,R2x03,D5,R19,D28,L17,L3x03,D1,L13,D9,L16															
TOPOGRAPHY: CAP BASIS YR: 2013				011 MU1,MR22,USDD,R7,D8,L7DD															
ROAD ACCESS: LAST INSP DATE: NEXT INSP DATE:				011 MU41,MR30,USDD,L2xU3DD,R21,D8,L19DD															
ZONING: SUBV APPR: QJM				041 MD8,MR49,U21DD,R5,D21,L5DD															
GROUP CODES: LAND APPR: VALUE APPR: RWT:				041 MD8,MR29,USDM,D9DD,U18,R3xU3DD,R17DD,D21,L20															
NEXT REASON:																			
BUILDING PERMITS				PICTURE															
IF ISSUE DT PERMIT # TYPE ST EST VALUE APPR BUILDER COMMENT																			
INCOME APPROACH DATA																			
GPI VAC BGR OTHER INC BGI EXPENSE TAXES NOI METHOD INC VALUE																			
TAX AGENT: GROSS SOFT: LINKED ACCTS:				PHONE: NET SOFT: RECONCILED VALUE:															
INQUIRY / AFB PROTESTS																			
CASE ID DATE APPR STATUS OWNER COMMENTS STAFF COMMENTS																			
SALES & DEED HISTORY																			
SALE DT SALE PRICE TYPE RATIO CD FN CD FN TERM LA SQFT SP / SQFT 1ST IMPRV 2ND IMPRV				GRANTOR COMBD DEED DEED INFO															
11/12/1998 S C 0 YR				FELDER SCOTT L				WD 13315 / 01624											
08/05/1998 DC 0 YR				MEADOWS OF BLA				WD 13250 / 02355											
07/13/1995 DC 0 YR				ROWE LANE DEVE				WD 12462 / 00082											
REGION: 3 SUBD: 99909 NINH: A7190 (72%) SUBSET: A06 IMPROVEMENT VALUATION LIVING AREA: 2,014 APPRISQFT: 91.82 SALESQFT: 76.48								IMPROVEMENT DETAIL ADJUSTMENTS				IMPROVEMENT FEATURES							
# TYPE DESCRIPTION NTHD CLASS/IBCL AREA UNIT PRICE UNITS STY BULT EFF YR COMD VALUE DEPR PHYS SCOR FUNC COMP ADJ ADJ VALUE								# ADJ TYPE ADJ AMT ADJ %				DESCRIPTION UNITS CODE VALUE							
A 1ST 1st Floor 01 WWIS 2,013.5 110.16 1 1998 1998 A 221,807 84% 0% 0% 0% 0.54 168,318												Roof Style 0 HIP 0							
B 011 PORCH OPEN 1ST F * WWIS 58.0 14.03 1 1998 1998 788 84% 0% 0% 0% 0.54 680												Roof Covering 0 COMPO 0							
C 011 PORCH OPEN 1ST F * WWIS 155.0 14.03 1 1998 1998 2,175 84% 0% 0% 0% 0.54 1,827												Foundation 0 SLAB 0							
D 041 GARAGE ATT 1ST F * WWIS 105.0 27.46 1 1998 1998 2,883 84% 0% 0% 0% 0.54 2,422												Floor Factor 0 1ST 0							
E 041 GARAGE ATT 1ST F * WWIS 415.5 27.46 1 1998 1998 11,410 84% 0% 0% 0% 0.54 9,584												Shape Factor 0 I 0							
F 095 HVAC RESIDENTIAL * Y* 2,014.0 2.30 1 1998 1998 4,832 84% 0% 0% 0% 0.54 3,891												Grade Factor 0 A 0							
G 251 BATHROOM * Y* 2.0 0.00 1 1998 1998 0.94% 0% 0% 0% 0.54 0																			
H 522 FIREPLACE * WWIS 1.0 3,450.00 1 1998 1998 3,450 84% 0% 0% 0% 0.54 2,898																			
1. 1 FAM DWELLING STCD: A1 4,782.0 (E1998) Homeste: Y (100%) 247,143 Living Area: 2,014 207,800																			
REGION: 3 SUBD: 99909 NINH: A7190 (100%) SUBSET: A06 LAND VALUATION IRR Value: 0 Capacity: 0 IRR Acres: 0.0000 08 Value: 0								LAND ADJUSTMENTS				PRODUCTIVITY VALUATION							
LF DESCRIPTION TYPE SOL CLS TABLE SC HS METH DIMENSIONS UNIT PRICE ADJ BASS ADJ VAL SRC MKT VAL LF ADJ TYPE ADJ AMT ADJ % AG AG USE AG TABLE AG UNIT PRG AG VALUE																			
1. Land LAND SPECIAL A1 Y (100%) LOT 0.1857 AC 35,000.00 1.00 1.00 A 35,000												0.00 0							
												0							

Market Value

Market value is the price a property would sell for on the open market between a knowledgeable, willing and unpressured buyer and a knowledgeable, willing, unpressured seller.

Mass Appraisal

- ▶ There are three appraisal approaches to determining property value:
 - Income Approach
 - Cost Approach
 - Sales Approach

Mass Appraisal

- ▶ Income Approach –
 - What would an investor pay in anticipation of future income from the property?
 - Usually used to appraise properties that generate income such as offices, apartments, hotels and retail centers.

Mass Appraisal

- ▶ Cost Approach –
 - How much would it cost to replace the property with one of equal utility?
 - Often used to appraise types of properties that are not frequently sold or properties under construction.

Mass Appraisal

- ▶ Sales Approach –
 - What are properties similar to this property selling for?
 - Most often used to appraise residential property.

Mass Appraisal

- ▶ The Travis Central Appraisal District does not have access to all sales information due to Texas being a non-sales disclosure State. This means that real estate sales transactions are not given to the Appraisal District. The appraisal district must research all available data in the market place. Examples of this research include contacting property sellers and buyers to obtain sales information, research and data mining public records, and information provided during the current and previous protest season. Through this process the district receives some of the sales, but not all.
- ▶ *Any and all sales evidence you can provide to the district will ensure proper valuation of your property.*

Mass Appraisal

- ▶ The district will first establish a cost approach value for residential property based on the individual property class and characteristics.
- ▶ The district will then compare the cost approach values to know sales in the neighborhood to determine the level of appraisal. If the level of appraisal indicates that the districts values are high or low, then a market modifier is applied to both the sold and unsold properties to adjust the cost driven value to a commensurate sales (or market) value.

Mass Appraisal

Nbhd	NbhdCnt	SalesCnt	Median	Avg Mean	Wt Mean	Max Ratio	Min Ratio	COD	PopVar	Avg Dev	Std Dev	PRD
A0100	1037	37	0.9851	1.0455	1.0263	1.5932	0.8767	10.106	0.0296	0.0996	0.1719	1.0187
A0110	126	8	0.9816	0.969	0.9674	1.0671	0.8751	6.0625	0.0053	0.0595	0.0728	1.0016
A0190C	50	5	0.9909	0.9933	0.9961	1.173	0.8252	9.0735	0.0164	0.0899	0.1282	0.9972
A0200	248	5	0.9928	1.0128	0.9984	1.2501	0.8734	9.1733	0.0206	0.0911	0.1434	1.0145
A0210C	217	8	0.9947	0.9559	0.9632	1.109	0.7795	9.7665	0.0154	0.0972	0.124	0.9924
A0270	58	4	0.9958	0.9925	0.9922	1.0321	0.9461	2.4633	0.0013	0.0245	0.0357	1.0003
A0290C	86	8	0.9909	0.9872	0.987	1.0442	0.9258	3.1476	0.0017	0.0312	0.0414	1.0002
A0310	264	7	0.9888	0.9511	0.9458	0.9936	0.8199	4.0039	0.004	0.0396	0.0636	1.0057
A0330	88	5	0.984	1.041	1.0267	1.1963	0.9402	8.5079	0.0127	0.0837	0.1126	1.014
A0390	325	16	0.9857	1.0071	1.0053	1.1782	0.9051	5.5444	0.0063	0.0547	0.0794	1.0017
A0400	443	18	0.9987	0.9988	1.004	1.252	0.8495	7.058	0.0103	0.0705	0.1016	0.9949
A0500	170	7	0.9757	1.0032	0.9973	1.2356	0.9139	6.1915	0.0116	0.0604	0.1078	1.006
A0520	227	7	1.0089	0.9438	0.9267	1.1155	0.7138	12.5747	0.0244	0.1269	0.1563	1.0185
A0540	426	22	0.9936	1.0251	1.0141	1.2495	0.8769	10.2723	0.0143	0.1021	0.1194	1.0108
A0820	58	4	0.9954	0.9863	0.9804	1.0346	0.9198	3.0891	0.0023	0.0308	0.0482	1.0061
A0900	487	13	0.9873	0.9795	0.9788	1.0999	0.8935	5.8906	0.0048	0.0582	0.0695	1.0007
A0950	977	39	0.9874	1.0015	0.9974	1.2409	0.8917	5.5328	0.0058	0.0546	0.0763	1.0041
A0951	508	13	0.9902	0.9803	0.9797	1.0754	0.8773	4.3225	0.003	0.0428	0.0548	1.0007
A1000	257	7	0.9929	0.9734	0.9616	1.081	0.8757	5.5497	0.005	0.0551	0.0708	1.0122
A1300	541	28	0.9945	1.0069	0.9985	1.315	0.764	8.0888	0.0139	0.0804	0.118	1.0084
A1400	395	13	0.985	1.0144	1.0137	1.1924	0.9036	6.5746	0.0075	0.0648	0.0864	1.0007
A1500	198	14	0.9811	0.9923	0.9917	1.1209	0.9167	4.029	0.0029	0.0395	0.0534	1.0006
A1520	154	10	0.9935	0.9942	0.9944	1.0909	0.9313	3.0942	0.0019	0.0307	0.044	0.9997
A1600	309	9	0.9995	1.0355	1.0296	1.2528	0.9068	6.6874	0.0112	0.0668	0.106	1.0058
A1700	298	12	0.9808	0.9781	0.9777	1.026	0.9092	2.595	0.0011	0.0255	0.0328	1.0005
A1800	641	34	0.9825	0.9903	0.9866	1.174	0.8463	5.311	0.0049	0.0522	0.0703	1.0038
A1900	290	10	0.9942	0.9986	0.9914	1.0809	0.8971	5.4645	0.0041	0.0543	0.064	1.0072
A1950	99	5	0.9832	0.998	0.9892	1.1908	0.8804	6.9766	0.0134	0.0686	0.1157	1.009
A2300	499	22	0.9889	1.019	1.0019	1.6773	0.8701	9.798	0.0304	0.0969	0.1743	1.0171
A2400	293	10	0.9961	0.9927	0.9856	1.1539	0.8599	7.8044	0.0091	0.0777	0.0951	1.0071
A2500	174	8	0.9942	0.9884	0.987	1.0437	0.889	3.0506	0.0022	0.0303	0.0474	1.0014
A3000	206	6	0.9882	0.9797	0.9708	1.0866	0.8606	6.2343	0.0063	0.0616	0.0795	1.0092
A3100	189	14	0.9837	1.0206	1.0155	1.3474	0.9112	7.2143	0.013	0.071	0.114	1.0051

Mass Appraisal

The appraisal district uses sales data from the previous year to determine the market value of properties as of the assessment date.

For assessment date of January 1, 2014 the sales data date ranged used in the appraisal districts mass appraisal model is January 1, 2013 through February 28, 2014.

Travis County Market

Travis County Market

- ▶ Both Forbes and Bloomberg News rank Austin No. 1 on list of Top American Boomtowns.
- ▶ Austin's economy ranked No.1 in the country by Business Journal.
- ▶ Austin the only city in the nation with five year job growth rate in double digits, at just under 11%.

Travis County Market

- ▶ Travis County appraisal roll increase 16% from \$107 billion to \$124 billion.

	2013	2014	Pct
	Taxable	Taxable	Increase
Residential	\$ 59,597,605,391	\$ 68,115,350,274	14%
Commercial	\$ 47,705,553,854	\$ 56,041,338,063	17%

- Growth factors include new construction, growth in commercial apartment sector and a strong residential market.

Travis County Market

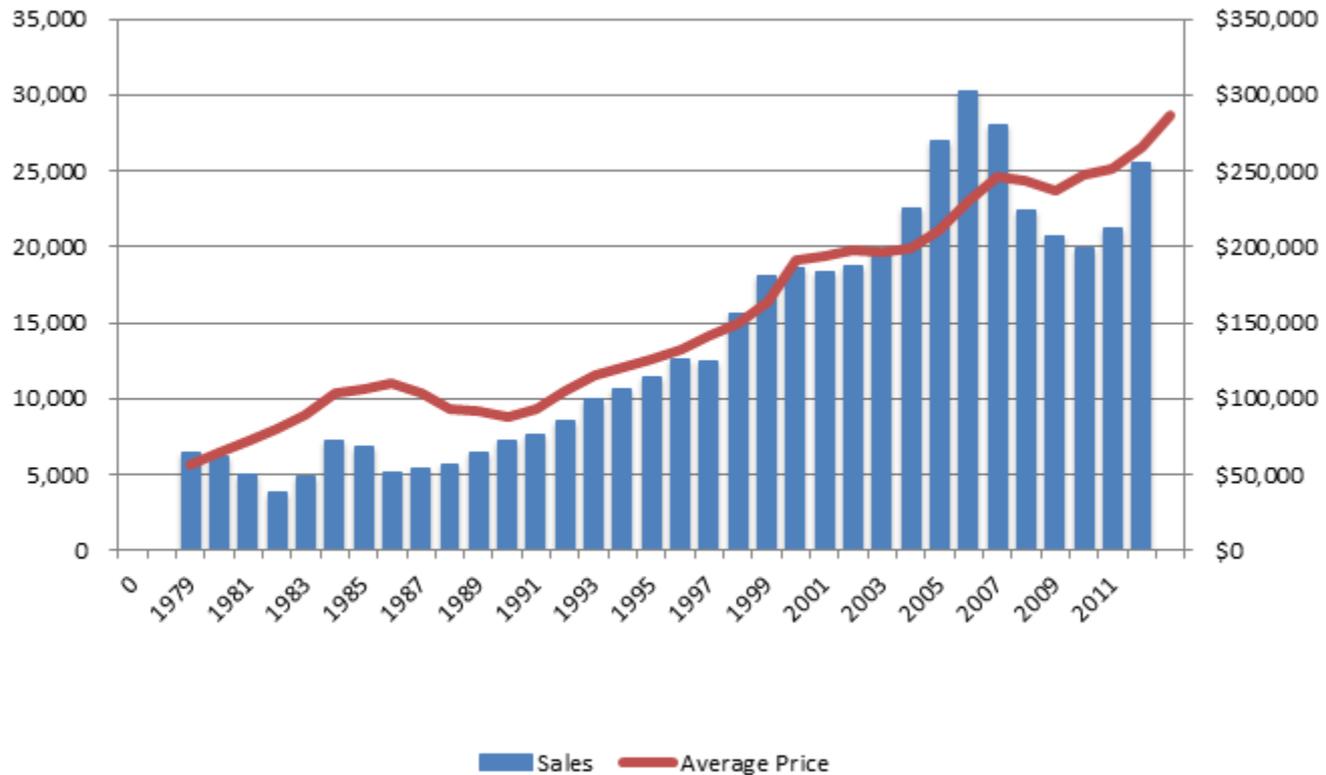
- ▶ Domestic migration out of major metros and into midsize cities has put a strain on housing affordability in mid-sized cities such as Austin and Denver, according to Bloomberg Businessweek.
- ▶ Austin ranked first among top 50 U.S. metro areas based on net migration.
 - 158 people moving to Austin each day
 - 37.3% increase in population from 2000 to 2010.
 - 7% increase in population from 2010 to 2012.

Travis County Market

- ▶ Austin's housing market has been ranked No. 5 among the 10 healthiest markets for 2013.
- ▶ Austin stands No. 7 nationally in home price jump.
- ▶ Demand for Austin homes continues to outstrip supply placing increased upward pressure on sales prices. Inventory for single family homes was at a low 2.2 months (6 months of inventory is a market in which supply is balanced with demand).
- ▶ Over 46 percent of all homes placed on sale in February 2014 were sold within two weeks.

Travis County Market

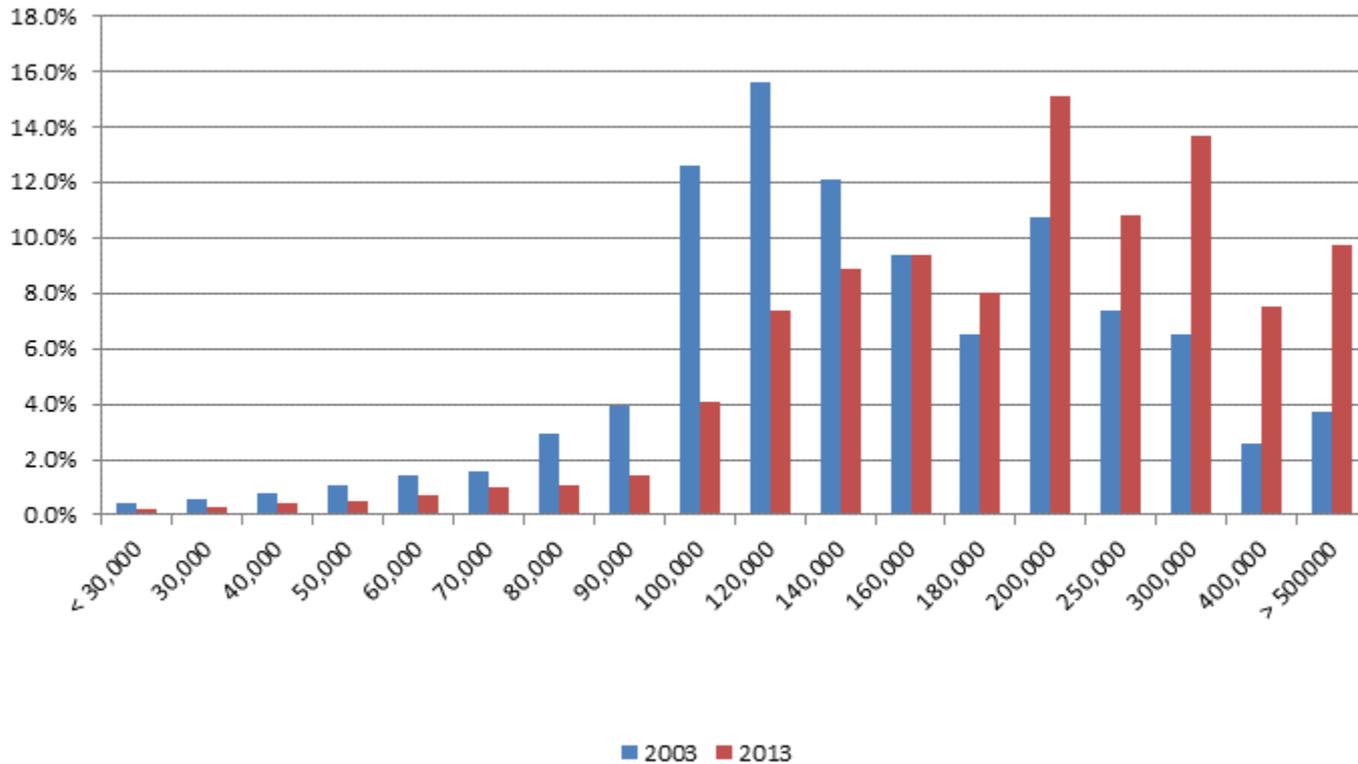
Home Sales and Average Price



Source: Real Estate Center Texas A&M

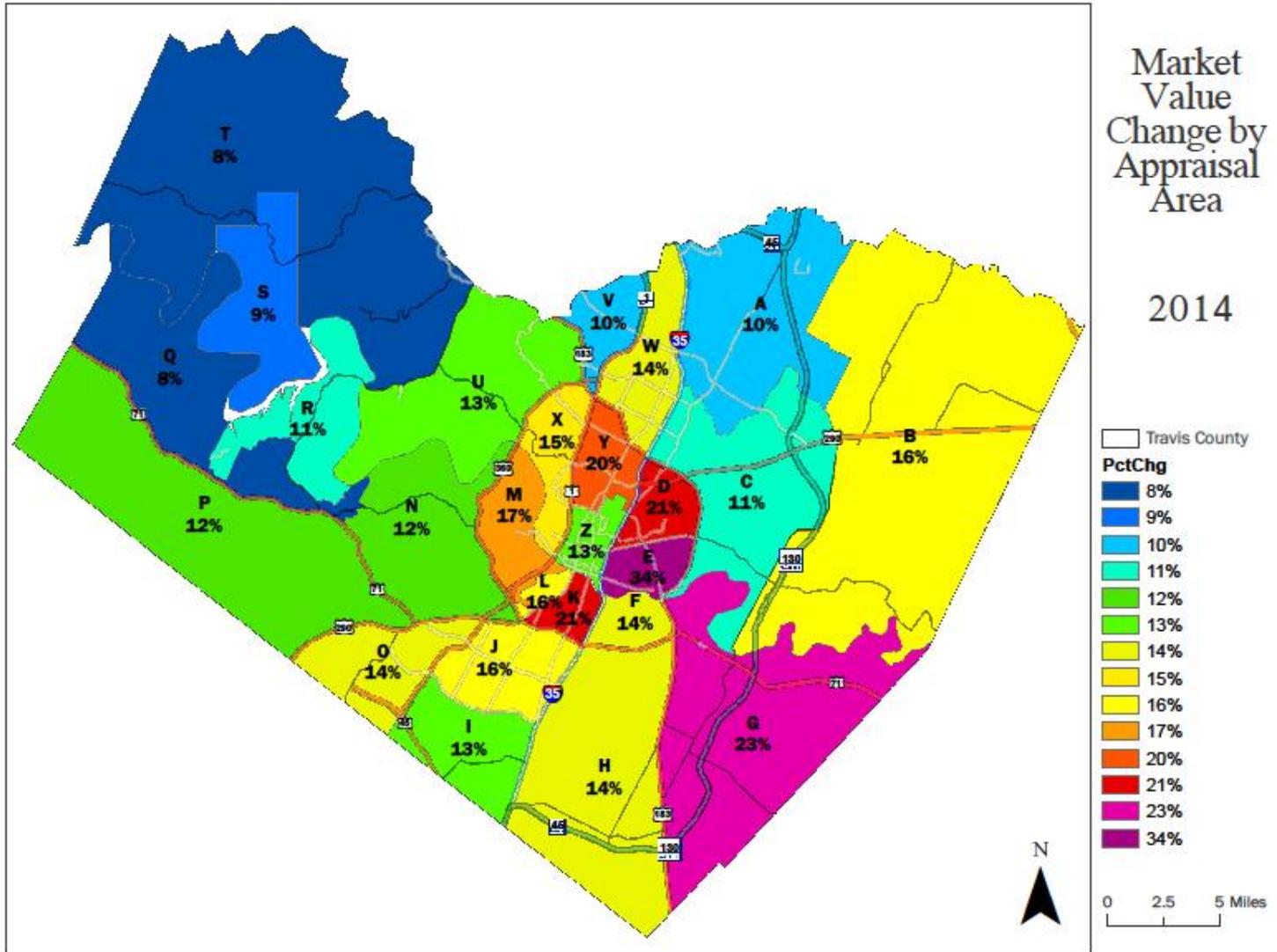
Travis County Market

Price Distribution



Source: Real Estate Center Texas A&M

Travis County Market



Market Value

Market value is the price a property would sell for on the open market between a knowledgeable, willing and unpressured buyer and a knowledgeable, willing, unpressured seller.

Travis County Market

D7000		Windsor Park - Sales Ratio 99.73%			
Year	Average Homestead Market Value	Count of Sales	Average Sale	High Sale	Low Sale
2014	\$ 249,206	79	\$ 274,805	\$ 425,000	\$ 140,000
2013	\$ 204,454	89	\$ 216,339	\$ 360,000	\$ 95,000
2012	\$ 185,528	76	\$ 196,698	\$ 314,900	\$ 73,000
2011	\$ 198,378	67	\$ 193,600	\$ 308,000	\$ 55,000
2010	\$ 200,274	83	\$ 202,851	\$ 350,000	\$ 85,000
2009	\$ 203,468	59	\$ 230,012	\$ 485,000	\$ 115,000

Travis County Market

E0124		Holly - Sales Ratio 98.48%			
Year	Average Homestead Market Value	Count of Sales	Average Sale	High Sale	Low Sale
2014	\$ 366,604	22	\$ 388,648	\$ 630,000	\$ 210,000
2013	\$ 242,131	24	\$ 294,259	\$ 462,000	\$ 88,000
2012	\$ 249,899	14	\$ 258,243	\$ 419,000	\$ 125,000
2011	\$ 235,953	14	\$ 246,814	\$ 445,000	\$ 137,500
2010	\$ 242,843	22	\$ 239,636	\$ 500,000	\$ 60,000
2009	\$ 232,603	16	\$ 273,568	\$ 465,500	\$ 169,975

Travis County Market

G0340		Berdoll Farms - Sales Ratio 98.91%			
Year	Average Homestead Market Value	Count of Sales	Average Sale	High Sale	Low Sale
2014	\$ 125,015	42	\$ 127,868	\$ 195,900	\$ 80,000
2013	\$ 90,616	40	\$ 97,154	\$ 161,970	\$ 62,500
2012	\$ 81,205	38	\$ 90,050	\$ 129,000	\$ 60,900
2011	\$ 97,444	34	\$ 113,726	\$ 149,900	\$ 76,000
2010	\$ 100,450	39	\$ 110,534	\$ 154,429	\$ 73,900
2009	\$ 126,485	27	\$ 132,138	\$ 160,395	\$ 108,400

Travis County Market

Y5000		Shoal Creek -Sales Ratio 99.43%			
Year	Average Homestead Market Value	Count of Sales	Average Sale	High Sale	Low Sale
2014	\$ 276,504	34	\$ 298,759	\$ 450,000	\$ 189,000
2013	\$ 238,017	44	\$ 250,456	\$ 345,000	\$ 160,500
2012	\$ 218,132	34	\$ 232,718	\$ 381,000	\$ 154,000
2011	\$ 215,055	23	\$ 237,728	\$ 414,000	\$ 174,000
2010	\$ 238,277	32	\$ 257,352	\$ 394,500	\$ 173,500
2009	\$ 240,933	45	\$ 250,139	\$ 428,719	\$ 155,000

Exemption Benefits



Property Exemptions

- ▶ Common exemptions are available
 - Homestead
 - General Residential Homestead
 - Over 65 / Over 55 Surviving Spouse
 - Disability Homestead
 - 100 % Disabled Veterans



Property Exemptions General Homestead

- ▶ The general homestead exemption is for owner occupied residential properties. The exemption removes a portion of your value from taxation providing a lower tax amount for the homestead property.

	Austin ISD	Travis County	City of Austin	ACC
HS	\$15,000	20%	---	1%
OV65 **	\$35,000	\$70,000	\$70,000	\$115,000
DP	\$25,000	\$70,000	\$70,000	\$115,000
DVHS	100%	100%	100%	100%
DV1 -10-29%	\$5,000	\$5,000	\$5,000	\$5,000
DV2 -30-49%	\$7,500	\$7,500	\$7,500	\$7,500
DV3 -50-69%	\$10,000	\$10,000	\$10,000	\$10,000
DV4 -70-99%	\$12,000	\$12,000	\$12,000	\$12,000





Property Exemptions General Homestead

- ▶ To qualify:
 - ▶ Property must be designed or adapted for human residence.
 - ▶ Homeowner must own and occupy the property on Jan 1.
 - ▶ Property must be principal place of residence.
 - ▶ Cannot claim a homestead exemption on any other property.
 - ▶ Application must be filed by April 30th.
 - ▶ A property owner may file a late application for a homestead exemption after the deadline for filing has passed if it is filed not later than one year after the delinquency date for the taxes on the homestead.





Property Exemptions Over 65



- ▶ If you qualify for the Over 65 exemption there is a property tax “Ceiling that automatically limits school taxes to the amount you paid in the year that you first qualified for the Over 65 exemption.





Property Exemptions Disability

- ▶ The Texas Property Tax Code provides that you are entitled to the exemption if you meet the Social Security Administration's test for disability. In simplest terms:
 - ▶ You must have a medically determined physical or mental impairment;
 - ▶ The impairment must prevent you from engaging in ANY substantial gainful activity: and
 - ▶ The impairment must be expected to last for at least 12 continuous months or to result in death.
 - ▶ Alternatively you will qualify if you are 55 or older and blind and cannot engage in your previous work because of your blindness.





Property Exemptions



- ▶ 100% Disabled veterans are eligible for 100% exemptions for their residence homestead.
- ▶ Documentation from the Department of Veterans Affairs must be submitted indicating
 - ▶ 1) 100 percent disability compensation due to a service connected disability; and
 - ▶ 2) a rating of 100 percent disabled or a determination of individual unemployability from the VA



Property Exemptions

▶ **IMPORTANT REQUIREMENTS** for Homestead Applications



1. Copy of a Texas drivers license or state issued identification card



▶ Address on license must match the address of the home on the application.

Notice of Appraised Value

Notice of Appraised Value

- ▶ Notices of Appraised Value will be mailed starting mid to late April .

This is NOT a Tax Statement

2014 Notice Of Appraised Value

Do Not Pay From This Notice

TRAVIS CENTRAL APPRAISAL DISTRICT
8314 CROSS PARK DR
P O BOX 149012
AUSTIN, TX 78714-9012

Property ID:
Ownership %:
Ref ID2:
DBA:
Legal:

Phone: (512) 834-9138 Fax: (512) 834-2582
DATE OF NOTICE: April 28, 2014

Legal Acres:
Site:
Appraiser:
Owner ID:

Property ID:

THIS IS NOT A BILL

Dear Property Owner,

We have appraised the property listed above for the tax year 2014. As of January 1, our appraisal is outlined below:

Appraisal Information		Last Year - 2013	Proposed - 2014				
Structure / Improvement Market Value		142,710	175,806				
Market Value of Non Ag/Timber Land		55,000	100,000				
Market Value of Ag/Timber Land		0	0				
Market Value of Personal Property/Minerals		0	0				
Total Market Value		197,710	225,806				
Productivity Value of Ag/Timber Land		0	0				
Appraised Value * (Possible Homestead Limitations, see asterisk below)		196,108	215,719				
Homestead Cap Value excluding Non-Homestead Value (i.e. Ag, Commercial)		196,108	215,719				
Exemptions		HS	HS				
2013 Taxable Value	Taxing Unit	2014 Proposed Appraised Value	2014 Exemption Amount	2014 Taxable Value	2013 Tax Rate	2014 Estimated Taxes	2014 Freeze Year and Tax Ceiling **
181,108	AUSTIN ISD	215,719	15,000	200,719	1.342000	2,492.93	
196,108	CITY OF AUSTIN	215,719	0	215,719	0.502700	1,084.42	
156,886	TRAVIS COUNTY	215,719	43,144	172,575	0.494600	853.56	
156,886	TRAVIS COUNTY HEALTHCARE DI	215,719	43,144	172,575	0.129000	222.62	
191,108	AUSTIN COMM COLL DIST	215,719	5,000	210,719	0.094900	199.98	

Do NOT Pay From This Notice Total Estimated Tax: \$4,863.61

The difference between the 2009 appraised value and the proposed 2014 appraised value is 8.74%. This percentage information is required by Tax Code section 25.19(b-1). The Texas Legislature does not set the amount of your local taxes. Your property tax burden is decided by your locally elected officials and all inquiries concerning your taxes should be directed to those officials.

The above tax estimates use last year's tax rates for the taxing units shown. The governing body of each unit (school board, county commissioners, and so forth) decides whether property taxes increase. The appraisal district only determines your property value. The taxing units will set tax rates later this year.

* Your residence homestead is protected from future appraisal value increases in excess of 10% per year from the date of the last appraisal PLUS the value of any new improvements.

** If you are 65 years of age or older and received the \$10,000 school tax exemption on your home last year from the school listed above, your school taxes for this year will not be higher than when you first received the exemption on this home. If you are disabled and received the \$10,000 school tax exemption on your home last year from the school listed above, your school taxes for this year will not be higher than the 2003 taxes or the first year you received the exemption, whichever is later. If your county, city, or junior college has approved a limitation on your taxes in the preceding year, your county, city, or junior college taxes will not be higher than the first year your county, city, or junior college approved the limitation or the first year you qualified for the limitation. If you improved your property (by adding rooms or buildings), your school, county, city, or junior college ceiling may increase for these improvements. If you are a surviving spouse, age 55 or older, you may retain the school, county, city, or junior college tax ceiling.

Contact the appraisal office if you disagree with this year's proposed value for your property or if you have any problem with the property description or address information. If the problem cannot be resolved, you have the right to appeal to the appraisal review board (ARB).

To appeal, you must file a written protest with the ARB before the deadline date:

Deadline for filing a protest: June 2, 2014
Location of hearings: 8314 Cross Park Dr., Austin, TX 78754
ARB will begin hearings: June 2, 2014

Enclosed is a protest form to send the appraisal district office if you intend to appear and present evidence before the ARB. The ARB will notify you of the date, time, and place of your scheduled hearing. Enclosed, also, is information to help you in preparing your protest. You do not need to use the enclosed form to file your protest. You may protest by letter, if it includes your name, your property's description, and your reason for protesting.

If you have any questions or need more information, please contact the appraisal district office at (512) 834-9138 or at the address shown above.

Notice of Appraised Value

- ▶ Notices of Appraised Value will include:
 - **Market value** (what the property would sell for)

THIS IS NOT A BILL

Dear Property Owner,

We have appraised the property listed above for the tax year 2014. As of January 1, our appraisal is outlined below:

Appraisal Information		Last Year - 2013	Proposed - 2014				
Structure / Improvement Market Value		142,710	125,806				
Market Value of Non Ag/Timber Land		55,000	100,000				
Market Value of Ag/Timber Land		0	0				
Market Value of Personal Property/Minerals		0	0				
Total Market Value		197,710	225,806				
Productivity Value of Ag/Timber Land		0	0				
Appraised Value * (Possible Homestead Limitations, see asterisk below)		198,108	215,719				
Homestead Cap Value excluding Non-Homesite Value (i.e. Ag, Commercial)		198,108	215,719				
Exemptions		HS	HS				
2013 Taxable Value	Taxing Unit	2014 Proposed Appraised Value	2014 Exemption Amount	2014 Taxable Value	2013 Tax Rate	2014 Estimated Taxes	2014 Freeze Year and Tax Ceiling **
181,108	AUSTIN ISD	215,719	15,000	200,719	1.242000	2,492.93	
198,108	CITY OF AUSTIN	215,719	0	215,719	0.502700	1,084.42	
156,888	TRAVIS COUNTY	215,719	43,144	172,575	0.494800	853.56	
156,888	TRAVIS COUNTY HEALTHCARE DI	215,719	43,144	172,575	0.129000	222.82	
191,108	AUSTIN COMM COLL DIST	215,719	5,000	210,719	0.094900	199.98	

Notice of Appraised Value

- ▶ Notices of Appraised Value will include:
 - **Appraised value** (the appraised value limitation for residence homestead properties. This is calculated as last years appraised value plus ten percent)

THIS IS NOT A BILL

Dear Property Owner,

We have appraised the property listed above for the tax year 2014. As of January 1, our appraisal is outlined below:

Appraisal Information		Last Year - 2013	Proposed - 2014
Structure / Improvement Market Value		142,710	125,806
Market Value of Non Ag/Timber Land		55,000	100,000
Market Value of Ag/Timber Land		0	0
Market Value of Personal Property/Minerals		0	0
Total Market Value		197,710	225,806
Productivity Value of Agricultural Land		0	0
Appraised Value * (Possible Homestead Limitations, see asterisk below)		198,108	215,719
Homestead Cap Value excluding Non-Homesite Value (i.e. Ag, Commercial)		198,108	215,719
Exemptions		HS	HS

2013 Taxable Value	Taxing Unit	2014 Proposed Appraised Value	2014 Exemption Amount	2014 Taxable Value	2013 Tax Rate	2014 Estimated Taxes	2014 Freeze Year and Tax Ceiling **
181,108	AUSTIN ISD	215,719	15,000	200,719	1.242000	2,492.93	
198,108	CITY OF AUSTIN	215,719	0	215,719	0.502700	1,084.42	
156,888	TRAVIS COUNTY	215,719	43,144	172,575	0.494800	853.56	
156,888	TRAVIS COUNTY HEALTHCARE DI	215,719	43,144	172,575	0.129000	222.82	
191,108	AUSTIN COMM COLL DIST	215,719	5,000	210,719	0.094900	199.98	

Notice of Appraised Value

- ▶ Notices of Appraised Value will include:
 - **Exemptions** (any exemptions the property is claiming as well as the total exemption amount granted by the taxing jurisdiction)

THIS IS NOT A BILL

Dear Property Owner,

We have appraised the property listed above for the tax year 2014. As of January 1, our appraisal is outlined below:

Appraisal Information		Last Year - 2013		Proposed - 2014	
Structure / Improvement Market Value		142,710		125,806	
Market Value of Non Ag/Timber Land		55,000		100,000	
Market Value of Ag/Timber Land		0		0	
Market Value of Personal Property/Minerals		0		0	
Total Market Value		197,710		225,806	
Productivity Value of Ag/Timber Land		0		0	
Appraised Value * (Possible Homestead Limitations, see asterisk below)		198,108		215,719	
Homestead Ceiling (Excluding Non-Homesite Value (i.e. Ag, Commercial))		0		215,719	
Exemptions		HS		HS	

2013 Taxable Value	Taxing Unit	2014 Proposed Appraised Value	2014 Exemption Amount	2014 Taxable Value	2013 Tax Rate	2014 Estimated Taxes	2014 Freeze Year and Tax Ceiling **
181,108	AUSTIN ISD	215,719	15,000	200,719	1.242000	2,492.93	
198,108	CITY OF AUSTIN	215,719	0	215,719	0.502700	1,084.42	
156,888	TRAVIS COUNTY	215,719	43,144	172,575	0.494800	853.56	
156,888	TRAVIS COUNTY HEALTHCARE DI	215,719	43,144	172,575	0.129000	222.82	
191,108	AUSTIN COMM COLL DIST	215,719	5,000	210,719	0.094900	199.98	

Notice of Appraised Value

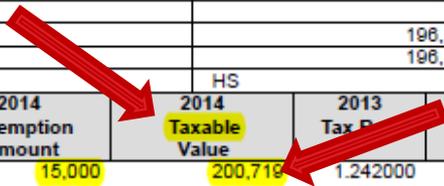
- ▶ Notices of Appraised Value will include:
 - **Taxable value** (the lesser of the market value or the appraised value minus any exemptions the property is entitled to claim)

THIS IS NOT A BILL

Dear Property Owner,

We have appraised the property listed above for the tax year 2014. As of January 1, our appraisal is outlined below:

Appraisal Information		Last Year - 2013	Proposed - 2014				
Structure / Improvement Market Value		142,710	125,806				
Market Value of Non Ag/Timber Land		55,000	100,000				
Market Value of Ag/Timber Land		0	0				
Market Value of Personal Property/Minerals		0	0				
Total Market Value		197,710	225,806				
Productivity Value of Ag/Timber Land		0	0				
Appraised Value * (Possible Homestead Limitations, see asterisk below)		198,108	215,719				
Homestead Cap Value excluding Non-Homesite Value (i.e. Ag, Commercial)		198,108	215,719				
Exemptions		HS		HS			
2013 Taxable Value	Taxing Unit	2014 Proposed Appraised Value	2014 Exemption Amount	2014 Taxable Value	2013 Tax P	2014 Estimated Taxes	2014 Freeze Year and Tax Ceiling **
181,108	AUSTIN ISD	215,719	15,000	200,719	1.242000	2,492.93	
198,108	CITY OF AUSTIN	215,719	0	215,719	0.502700	1,084.42	
156,888	TRAVIS COUNTY	215,719	43,144	172,575	0.494800	853.56	
156,888	TRAVIS COUNTY HEALTHCARE DI	215,719	43,144	172,575	0.129000	222.82	
191,108	AUSTIN COMM COLL DIST	215,719	5,000	210,719	0.094900	199.98	



Notice of Appraised Value

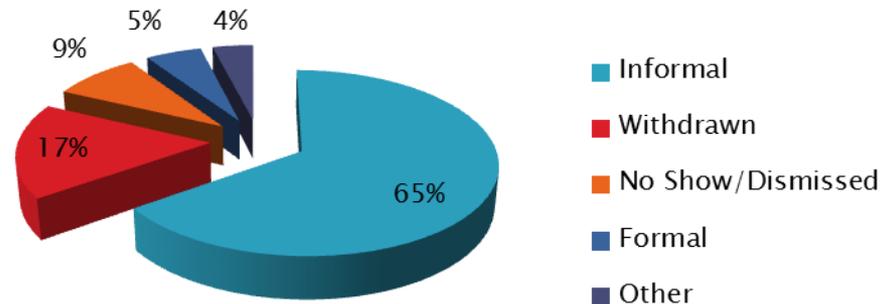
- ▶ The deadline to file a protest is May 31st or 30 days after the date the notice was mailed, whichever is later.

- ▶ Protest may be filed:
 - using the form on the back of the notice of appraised value,
 - forms available on the Comptroller or Travis CAD website,
 - online, or
 - by sending a written letter of protest.



Appraisal Review Board

- ▶ Property owners that protest their property value will have an opportunity to first meet informally with a district appraiser.
- ▶ The majority of protests filed are resolved at an informal level.
- ▶ If they can not reach a value agreement with the appraiser they will then have the opportunity to carry their protest to the appraisal review board.





Appraisal Review Board

- ▶ A citizen board, called the Appraisal Review Board (ARB), appointed by the local administrative district judge, hears any disagreements between a property owner and the appraisal district about a property's value.
- ▶ The ARB considers all evidence presented by the property owner and the appraisal district office a formal hearing. They then rule on the value of the property in question.





Appraisal Review Board

- ▶ If you are protesting the value on your property, the following usually provide evidence of market value:
 - ▶ Settlement Statements – 2013 forward (signed by buyer, seller & escrow agent)
 - ▶ Recent Fee Appraisals (dated within one year for residential, and within three years old for land or commercial properties). Appraisals should be complete signed documents.
 - ▶ Current Listing Agreements (signed & dated)
 - ▶ Recent Signed Purchase Offers
 - ▶ Pictures of Properties (interior & exterior)
 - ▶ As-built Construction Plans, with dimensions
 - ▶ Contractor's Bids for renovations, repairs or new construction
 - ▶ Construction Draw Information for properties that were partially complete as of January 1, 2014
 - ▶ Survey or Floodplain Information
 - ▶ Engineer's Reports
 - ▶ Insurance Settlement Report
 - ▶ Copies of Insurance Proceeds checks.



Appraisal Review Board



Taxpayers dissatisfied with their ARB formal hearing determination may appeal the decision to:

- ▶ Arbitration
- ▶ State Office of Administrative Hearings
- ▶ District Court



Contact Us

Office Location:

Travis Central Appraisal District
8314 Cross Park Drive
Austin, TX 78754

Mailing Address:

P.O. Box 149012
Austin, TX 78714-9012

Customer Inquiries and Assistance:

Phone: (512) 834-9138

Fax: (512) 835-5371

Email: tcad_info@tcadcentral.org

Website: www.traviscad.org

Business Hours:

Monday - Friday

7:45am-4:45pm



TRAVIS COUNTY TAX ASSESSOR COLLECTOR

Important Property Tax Deadlines

Payment Plans

Payment Options



Property Tax Collections

Important Property Tax Dates

Early October

Property Tax Bills Sent out



Property Tax Collections

Important Property Tax Dates

Early October

Property Tax Bills Sent out

December 31

**Last day to claim Income Tax
Deduction**



Property Tax Collections

Important Property Tax Dates

Early October

Property Tax Bills Sent out

December 31

Last day to claim Income Tax
Deduction

January 31

Last day to pay w/out penalty



Property Tax Collections

Important Property Tax Dates

Early October	Property Tax Bills Sent out
December 31	Last day to claim Income Tax Deduction
January 31	Last day to pay w/out penalty
February 1	Penalty and Interest kicks in



Property Tax Collections

Penalty & Interest

February	7%	August	19%
March	9%	September	20%
April	11%	October	21%
May	13%	November	22%
June	15%	December	23%
July	18%	January	24%



Property Tax Collections

Payment Options

- **Escrow accounts**



Property Tax Collections

Payment Options

- Escrow accounts
- **Payments in 4 equal installments**
 - 65+**
 - Persons w/ Disabilities**



Property Tax Collections

Payment Options

- Escrow accounts
- Payments in 4 equal installments
 - 65+
 - Persons w/ Disabilities
- **Defer Payments**
 - 65+ only**
 - 8% interest annually (instead of 24% P&I)**
 - Taxes must be paid within 180 days of change of ownership**



Property Tax Collections

Payment Options

- Escrow accounts
- Payments in 4 equal installments
 - 65+
 - Persons w/ Disabilities
- Defer Payments
 - 65+ only
 - 8% interest annually (instead of 24% P&I)
 - Taxes must be paid within 180 days of change of ownership
- **Payment Plans**
 - Must be delinquent**
 - P&I still accrue**
 - Property cannot be foreclosed**



Property Tax Collections

Ways to Pay

- **Cash**



Property Tax Collections

Ways to Pay

- Cash
- **Check**



Property Tax Collections

Ways to Pay

- Cash
- Check
- **Credit Card – 3% vendor fee**



Property Tax Collections

Ways to Pay

- Cash
- Check
- Credit Card – 3% vendor fee
- **E-Check - max \$1**



Property Tax Collections

WE'RE GOING GREEN

Receive your property tax bill by e-mail...



Property Tax Collections

WE'RE GOING GREEN

Receive your property tax bill by e-mail...

Pay your property taxes electronically...



Property Tax Collections

WE'RE GOING GREEN

Receive your property tax bill by e-mail...

Pay your property taxes electronically...

Obtain your property tax receipt online 24/7



Property Tax Collections



**Go Green!
Click Here to
Sign Up for eBill!
New Service!!!**



Travis County Commissioners Court Agenda Request

Meeting Date: May 27, 2014

Prepared By/Phone Number: Preston Doege 512-974-0476

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

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE: Consider and Take Appropriate Action on the Approval of Nominating New Members to the State Emergency Response Committee for Appointment to the Travis County Local Emergency Planning Committee

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Travis County has maintained the statutory functions of a Local Emergency Planning Committee (LEPC) since 1992 as mandated under the Emergency Planning and Community Right-to-know Act (EPCRA). EPCRA mandated that each state identify disaster districts known as a LEPC to carry out the functions of EPCRA and Texas determined each county would be an LEPC. After 9/11 there was a transition to Emergency Management Offices that assumed most of the duties of an LEPC. In 2006 these duties transferred fully to the Office of Emergency Management and the LEPC ceased to function with a full membership roster as the duties were performed through OEM. This transition resulted in a gap between public and private entities. In 2013 OEM discussed repurposing the LEPC as a forum to integrate public and private partners for the purpose of information sharing in hazard mitigation, environmental protection, and homeland security. After meeting with these stakeholders, a mission was developed for the LEPC and a survey was taken to determine if the attendees wanted to be a member, stakeholder or committee participant. The Travis County Office of Emergency Management identified those persons indicating a desire to be a member and placed their names on the Nomination Form. All participants that wanted to be a member were included on the form. These individuals represent a broad knowledge base of expertise in public service and industry. In addition to the membership list, the LEPC will maintain an extensive working relationship with non-member stakeholders.

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.

STAFF RECOMMENDATIONS: The Office of Emergency Management recommends approval of the individuals listed on the attached - Form 151 as new members of the Travis County LEPC.

ISSUES AND OPPORTUNITIES: The LEPC will allow a forum to integrate County private corporations and industry into the planning process for hazard mitigation, environmental protection, and homeland security. In addition, the LEPC will address requests for information under the Emergency Planning and Community Right-to-know Act.

FISCAL IMPACT AND SOURCE OF FUNDING: None. Although the LEPC is appointed by the County Government, the LEPC is an independent non-profit organization and County funding support is minimal and primarily comprised of staff time.

REQUIRED AUTHORIZATIONS:

Title 42 - THE PUBLIC HEALTH AND WELFARE
CHAPTER 116 - EMERGENCY PLANNING AND COMMUNITY RIGHT-TO-KNOW

The State emergency response commission shall appoint members of a local emergency planning committee for each emergency planning district. Each committee shall include, at a minimum, representatives from each of the following groups or organizations: elected State and local officials; law enforcement, civil defense, firefighting, first aid, health, local environmental, hospital, and transportation personnel; broadcast and print media; community groups; and owners and operators of facilities subject to the requirements of this subchapter.

Texas SERC LEPC Handbook

The Texas SERC requests that LEPC members are nominated by the County Judge and approved by the SERC.

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.



Local Emergency Planning Committee Membership Update Form

State Emergency Response Commission
c/o TDEM Operations Section
Post Office Box 4087
Austin, TX 78773
(512) 424-2208
E-Mail: soc@dps.texas.gov



BOX A	
<i>Box A must be filled in and signed by the County before returning form(s) to the SERC.</i>	
Legal Name of LEPC: Travis County Local Emergency Planning Committee	
County/Countries: Travis	Is this your entire LEPC membership listing? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
County Judge's First Name: Samual	Last Name: Biscoe
County Judge's Approval (<i>signature required</i>):	Date:

LEPC Membership Categories

(In accordance with Public Law 99-499, Section 301(c))

Note: Information may be released to the public under the Texas Open Records Act. Use your work address and phone number.

Community Group	CG	Health	HE	Information Coordinator	IC
Emergency Management	EM	Hospital	HO	Print/Broadcast Media	PBM
Emergency Medical Service	EMS	Law Enforcement	LE	State/Local Official	SLO
Facility Owners/Operators	FO	Local Environmental Group	LEG	Transportation Personnel	TP
Firefighters	FF	Health	HE	Other	OTH

Box 1: Chairperson Update Information		
Salutation: Mr.	First Name: Preston	Last Name: Doege
Job Title: Travis County Hazmat Coordinator		Contact Phone: 512-974-0476
Contact Email: Preston.Doege@co.travis.tx.us		Fax Number: 512-974-0499
Organization/Agency: Travis County Office of Emergency Mgmt		LEPC Membership Category: CP
Address: PO Box 1748		
City: Austin	State: TX	Zip Code: 78767

Box 2: Vice Chairperson Update Information		
Salutation: Ms.	First Name: Karen	Last Name: Koenreich
Job Title: EHS		Contact Phone: 888-654-0111
Contact Email: LEPC@AustinTexas.Gov		Fax Number: 512-974-0499
Organization/Agency: TAS Environmental		LEPC Membership Category: CV
Address: PO Box 1748		
City: Austin	State: TX	Zip Code: 78767

Please provide a point-of-contact in the event there are questions about the information contained on these forms. Thank you.

Contact Name: Pete Baldwin	Email: Pete.Baldwin@co.travis.tx.us	Phone: 512-974-0472
-----------------------------------	--------------------------------------------	----------------------------

LEPC Member Updates

Reproduce this page if necessary.

Box A and Box 1 on first page must be completed when submitting member updates.

Salutation: Mr.	First Name: Doug	Last Name: Bradford
Job Title: EHS	Contact Phone: 512-672-1000	
Contact Email: LEPC@AustinTexas.Gov	Is this person a new member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Organization/Agency: Samsung	LEPC Membership Category: FO	
Did this person replace a previous member? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Previous member's name:		
Salutation: Mr.	First Name: Bryan	Last Name: Hale
Job Title: EHS	Contact Phone: 512-421-4900	
Contact Email: LEPC@AustinTexas.Gov	Is this person a new member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Organization/Agency: Sagem	LEPC Membership Category: FO	
Did this person replace a previous member? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Previous member's name:		
Salutation: Ms.	First Name: Susan	Last Name: Tyler
Job Title: EHS	Contact Phone: 512-410-3400	
Contact Email: LEPC@AustinTexas.Gov	Is this person a new member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Organization/Agency: Sun Coast Resources	LEPC Membership Category: FO TR	
Did this person replace a previous member? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Previous member's name:		
Salutation: Mr.	First Name: David	Last Name: Dalke
Job Title: EHS	Contact Phone: 800-426-4968	
Contact Email: LEPC@AustinTexas.Gov	Is this person a new member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Organization/Agency: IBM	LEPC Membership Category: FO IC	
Did this person replace a previous member? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Previous member's name:		
Salutation: Ms.	First Name: Darcey	Last Name: Madsen
Job Title: EHS	Contact Phone: 512-394-4000	
Contact Email: LEPC@AustinTexas.Gov	Is this person a new member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Organization/Agency: Magellan Pipeline	LEPC Membership Category: OTH	
Did this person replace a previous member? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Previous member's name:		
Salutation: Mr.	First Name: Bryan	Last Name: Rupp
Job Title: EHS	Contact Phone: 512-385-0611	
Contact Email: LEPC@AustinTexas.Gov	Is this person a new member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Organization/Agency: Matheson Gas	LEPC Membership Category: FO TR	
Did this person replace a previous member? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Previous member's name:		

LEPC Member Updates

Reproduce this page if necessary.

Box A and Box 1 on first page must be completed when submitting member updates.

Salutation: Mrs.	First Name: Susane	Last Name: Thorne
Job Title: Emergency Coordinator	Contact Phone: 512-473-3200	
Contact Email: LEPC@AustinTexas.Gov	Is this person a new member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Organization/Agency: LCRA	LEPC Membership Category: LE EM <input checked="" type="checkbox"/>	
Did this person replace a previous member? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Previous member's name:		
Salutation: Mr.	First Name: Thain	Last Name: Maurer
Job Title: Investigator	Contact Phone: 512-974-2501	
Contact Email: LEPC@AustinTexas.Gov	Is this person a new member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Organization/Agency: Austin Watershed Protection	LEPC Membership Category: LEG <input checked="" type="checkbox"/>	
Did this person replace a previous member? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Previous member's name:		
Salutation: Mrs.	First Name: Jannet	Last Name: Pichette
Job Title: Epidemiologist	Contact Phone: 512-972-5000	
Contact Email: LEPC@AustinTexas.Gov	Is this person a new member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Organization/Agency: A/TC Health and Human Services	LEPC Membership Category: HE H <input checked="" type="checkbox"/>	
Did this person replace a previous member? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Previous member's name:		
Salutation: Chief	First Name: Larry	Last Name: Jantzen
Job Title: Battalion Chief	Contact Phone: 512-974-0130	
Contact Email: LEPC@AustinTexas.Gov	Is this person a new member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Organization/Agency: Austin Fire Department	LEPC Membership Category: FF E <input checked="" type="checkbox"/>	
Did this person replace a previous member? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Previous member's name:		
Salutation:	First Name:	Last Name:
Job Title:	Contact Phone:	
Contact Email:	Is this person a new member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Organization/Agency:	LEPC Membership Category:	
Did this person replace a previous member? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Previous member's name:		
Salutation:	First Name:	Last Name:
Job Title:	Contact Phone:	
Contact Email:	Is this person a new member? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Organization/Agency:	LEPC Membership Category:	
Did this person replace a previous member? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Previous member's name:		

LEPC 2104 Membership Bio's

Preston Doege:

Preston Doege is the Hazmat Coordinator for Travis County under the Office of Emergency Management. Preston is a Master Firefighter with over 11 years' experience in hazmat response and mitigation. Preston coordinates the statutory reporting submitted by industry to the LEPC and Austin Fire Department, and processes that information into useable products for county first responders. In his role, he works closely with the Austin Fire Department Special Operations Team and other regional hazmat response units to facilitate interoperability and equipment standardization. As the County Hazmat Coordinator, Preston responds to hazmat incidents within Travis County and within the CAPCOG region to assist with chemical classification and identification, ensure statutory reporting, facilitate cost recovery, and ensure proper mitigation of spilled materials. Preston also serves as an instructor for first responder hazmat technician training classes and other hazmat related training courses throughout the region. He is also involved in the yearly exercise planning and coordination for the regional hazmat response full scale exercises.

Karen Koenreich:

Karen Koenreich, has 29 years' experience sales and marketing in the Petrochemical and Environmental Restoration Industry. Karen specialized in thermal reduction and the hazardous waste incineration market for over ten years. She has extensive experience servicing Petrochemical market with waste minimization programs, remediation systems and groundwater monitoring. Karen also managed two sales teams for an environmental laboratory in the Gulf Coast. Expertise in landfill operations, fuels blending, lab packing, storm water permitting and source testing. 40 Hr RCRA certified. Karen has many years' experience in the Emergency Response arena as well.

Susana Duarte Thorne:

Susana Duarte Thorne is the Emergency Management Coordinator at LCRA. She has spent a decade as part of the Command Staff at the LCRA Public Safety Department preparing, preventing, responding, & recovering from daily disruptions to presidentially declared disasters. In addition to managing the public owned utility's all hazards program she is considered a subject matter expert in critical infrastructure protection. Susie is a proud third generation public safety professional & graduate of Texas A&M University. Having previously served at CAPCOG & the Office of the Governor under both George W. Bush & Rick Perry, she has almost 20 years experience in governmental relations, crisis communications, law enforcement training, criminally justice planning, & grants administration. She is an appointee to the CAPCOG Regional Homeland Security Task Force, State Hazard Mitigation Team, Capital Area Type III state deployable Incident Management Team, Capital Area Chapter InfraGard Board Member, and former board member of the Emergency Management Association of Texas.

Bryan M. Rupp:

Bryan M. Rupp brings industry experience and qualifications in Industrial Distribution. His past experience as a permit officer for Contractors Cargo, Inc. enabled him to pursue through TXDOT, overweight, size, length and height restricted equipment permitted movement from the West Coast to the East Coast. While service as a District manager and current region manager for Hazardous Class material movement through Houston market and Central Texas, Bryan Rupp ensured his company(s)

followed the designated Hazardous Class material route. By adhering to inner company policies, he was ultimately responsible for maintaining the operational function for distribution and delivery points outside the HC routing by use of proprietary routing software.

Thain Maurer, C.H.M.M:

Thain Maurer is an Environmental Compliance Specialist Senior with the City of Austin Watershed Protection Department. Thain Maurer works as a spill responder and environmental investigator for the City of Austin's Watershed Protection Department, where he is the team lead for the department's Spills and Complaints Response Program. He has worked in the environmental and hazardous materials fields since 1997, and has worked for the City of Austin since 2006.

Darcy Madsen:

Darcy Madsen is a relative newcomer to the oil and gas industry. Having worked 4 years as the Compliance Coordinator for Magellan Midstream's Longhorn Line, she brings several years of audit experience and working with regulatory bodies. Darcy provides the Longhorn line's public outreach by organizing annual face-to-face meetings with emergency responders and county LEPC's along the line. She also teaches pipeline safety to children whose schools fall within a certain radius of the Longhorn line

Bryan Hale:

Bryan Hale has Bachelor of Science degrees in Chemistry and Geology from the University of Texas at Austin, as well as a Master of Science degree in Environmental Sciences from the University of Texas at Dallas. He is a native Austinite, and employed at SACHEM, Inc. in their corporate headquarters and R & D facility here in Austin. Bryan Hale has been at SACHEM for over 35 years. His current job title is Responsible Care® Coordinator. His responsibilities include all aspects of environmental, health, safety and security for SACHEM's Austin facilities and he also provides support for our Cleburne, Texas facility and our facilities in other parts of the world. Bryan Hale has previously served as a Travis County LEPC Stakeholder.

David Dalke:

David is a registered Professional Engineer (PE) and a Certified Safety Professional (CSP). He is currently the IBM Austin Environmental Affairs and Real Estate and Site Operations Project Manager. David has 25 years' experience in the environmental, health, and safety profession. He has led numerous projects for IBM related to emergency response, including actual response team management when IBM had Austin manufacturing operations. His current assignment involves managing a staff of 50+ professionals and contractors to implement IBM's environmental, shipping, receiving, and maintenance operations. He has been IBM's representative to the Travis County LEPC since returning to Austin in 1998.

Susan Tyler:

Susan Tyler is the Environmental Compliance Manager at Sun Coast Resources, a petroleum wholesaler that transports fuel to various customers throughout Texas, Louisiana, Oklahoma and surrounding states. Susan works for the Sun Coast Director of Safety and acts as the Safety Department

Representative in the Austin terminal. Susan has developed, reviewed and updated most of the 90+ environmental, health, and safety policies for Sun Coast. Prior to her tenure at Sun Coast, Susan co-founded and owned an Environmental Consulting firm specializing in Storm Water construction and industrial compliance. She has also acted as the Operations Manager for a Hazardous Materials and Emergency Response company in Central Texas, Environmental Compliance Specialist for the City of Austin Watershed Protection Department, and Operations Manager for a Environmental Consulting firm operating in 30 states and Canada. She has developed hundreds of Storm Water Pollution Prevention Plans, conducted thousands of safety and environmental regulatory compliance audits, is a certified Mine Safety and Health Administration (MSHA)Trainer, CPR/First Aid/AED trainer through the American Heart Association, and is well versed in EHS regulatory requirements.

Doug Bradford:

Doug Bradford is a lifelong resident of central Texas and attended Texas A&M University in College Station. He has worked at the Samsung facility for over 8 years and manages the Environmental Department at Samsung (Air, Water, Waste and Chemical Compliance). He is a Registered Environmental Manager accredited by the National Registry of Environmental Professionals as well as a Certified Hazardous Materials Manager accredited by the Institute of Hazardous Materials Management. He also served on the Board of Keep Austin Beautiful for 3 years and is associated with the Alliance of Hazardous Materials Professionals. He believes that HazMat shipping and its impact in the community is of utmost importance.

Larry Jantzen:

Larry Jantzen has over 28 years of experience in the fire service and is currently the Battalion Chief of the Austin Fire Department's Office of Special Operations and Homeland Security. Chief Jantzen has an Associate of Applied Science Degree in Fire Protection Technology and holds the following significant certifications: Master Exercise Practitioner (MEP), Professional Continuity Practitioner, Fire Officer IV, Fire Service Instructor III Master, Firefighter Master, HazMat Technician, Fire Inspector Basic, TCFP Field Examiner, EMT-B.

Janet Pichette:

Janet Pichette is the Chief Epidemiologist with the Austin/Travis County Health and Human Services Department. Janet also serves as the Manager for the Epidemiology and Health Statistics Unit, which includes the Epidemiology, Disease Surveillance, and Emergency Preparedness Programs and the Office of Vital Records. She received her B.S. degree in Health Education from the University of Tennessee at Chattanooga, a M.S. in Health Research focusing on epidemiology from Texas State University, and a Public Health Informatics Certificate from the University of Texas at Austin. Janet has 30 years of public health experience. Prior to joining the City of Austin, Janet worked as an epidemiologist for the State of Texas for 18 years including the Texas Commission on Environmental Quality and the Texas Department of Health (TDH). Her work focused on health studies and disease surveillance activities defining the epidemiology of occupational diseases, cancer, respiratory diseases and other environmental health problems, toxicology and risk assessment, policy development, and strategic planning.



Travis County Commissioners Court Agenda Request

Meeting Date: May 27, 2014

Prepared By/Phone Number: Danny Hobby/854-4416

Elected/Appointed Official/Dept. Head: Danny Hobby

Commissioners Court Sponsor: Commissioner Gerald Daugherty, Pct. 3
Commissioner Bruce Todd, Pct. 2

AGENDA LANGUAGE:

APPROVE A RESOLUTION ESTABLISHING A JOINT WORKING GROUP ON PUBLIC SAFETY WITH THE CITY OF AUSTIN.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

With continuing public safety events that involve both the City of Austin and Travis County, it has been recommended by several members of the City Council and several members of the Commissioners Court to form a joint working group to review and discuss public safety issues and opportunities with each other, and also work closely with staff representatives to analyze relevant data and information and identify efficiencies that can be achieved through collaboration and coordination.

STAFF RECOMMENDATIONS:

Emergency Services recommends approval of this Resolution. The Austin City Council approved their Resolution on May 1, 2014.

ISSUES AND OPPORTUNITIES:

County and City staff are currently reviewing potential use of fire sensors to wildfire threats in our area; we work together with EMS response and transport services; we work together with the COTA race track event; we work together with hazmat response and fire response; we work together with 9-1-1 service delivery; and we work together with Emergency Management activations; and many more public safety issues and opportunities.

FISCAL IMPACT AND SOURCE OF FUNDING:

There is no fiscal impact with this request.

REQUIRED AUTHORIZATIONS:

Barbara Wilson, County Attorney's Office, 854-9567

JOINT WORKING GROUP ON PUBLIC SAFETY

WHEREAS, there are a number of public safety issues that require coordination between Travis County and the City of Austin; and

WHEREAS, the City of Austin Council Members have expressed an interest in forming a joint working group so that elected officials have an opportunity to work closely with staff representatives to analyze relevant data and information and identify efficiencies that can be achieved through collaboration and coordination; and

WHEREAS, the joint working group members from Travis County could serve as liaisons to the full Commissioners Court whenever policy direction is needed;

NOW THEREFORE, WE THE COMMISSIONERS COURT OF TRAVIS COUNTY, AUSTIN, TEXAS DO HEREBY ESTABLISH A JOINT WORKING GROUP ON PUBLIC SAFETY WITH THE CITY OF AUSTIN. The COMMISSIONERS COURT SHALL APPOINT TWO COMMISSIONERS TO SERVE ON THE WORKING GROUP.

SIGNED AND ENTERED THIS _____ DAY OF MAY 2014.

SAMUEL T. BISCOE
COUNTY JUDGE

RON DAVIS
COMMISSIONER, PRECINCT 1

BRUCE TODD
COMMISSIONER, PRECINCT 2

GERALD DAUGHERTY
COMMISSIONER, PRECINCT 3

MARGARET J. GOMEZ
COMMISSIONER, PRECINCT 4



Travis County Commissioners Court Agenda Request

Meeting Date: May 27, 2014

Prepared By/Phone Number: Danny Hobby/854-4416

Elected/Appointed Official/Dept. Head: Danny Hobby

Commissioners Court Sponsor: Commissioner Gerald Daugherty, Pct. 3
Commissioner Bruce Todd, Pct. 2

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION CONCERNING APPOINTMENTS TO THE JOINT WORKING GROUP ON PUBLIC SAFETY WITH THE CITY OF AUSTIN.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

On May 1, 2014 the City of Austin approved a resolution establishing a Joint Working Group on Public Safety with Travis County. On May 13, 2014 the City of Austin approved the appointment of two City Council members, Mike Martinez and Chris Riley, to the Joint Working Group. There are common public safety issues that require coordination between Travis County and the City of Austin, so it is recommended that elected officials have an opportunity to work closely with staff representatives to review and discuss these issues.

This request is to have the Court appoint two members of the Commissioners Court to the Joint Working Group on Public Safety with the City of Austin. It is recommended that the Court appoint the two Court members who serve on the EMS Sub-Committee, Gerald Daugherty and Bruce Todd, to represent the County on the Joint Working Group on Public Safety. The EMS Sub-Committee currently meets monthly with Emergency Services staff and has discussion on many public safety related issues such as EMS, fire, hazmat, emergency management, 9-1-1 services, etc.

STAFF RECOMMENDATIONS:

Emergency Services recommends approval of this request.

ISSUES AND OPPORTUNITIES:

This working group with the City of Austin will provide added benefit for Emergency Services staff because many of the issues and events that occur are jointly with City of Austin public safety agencies.

FISCAL IMPACT AND SOURCE OF FUNDING:

There is no fiscal impact with this request.

REQUIRED AUTHORIZATIONS:

Barbara Wilson, County Attorney's Office, 854-9567



Travis County Commissioners Court Agenda Request

Meeting Date: May 27, 2014

Prepared By/Phone Number: Patrick Strittmatter, 854-1183 and Marvin Brice, CPPB, 854-9765

Elected/Appointed Official/Dept. Head: Cyd Grimes, C.P.M., CPPO

Commissioners Court Sponsor: Judge Biscoe

Agenda Language:

APPROVE CONTRACT AWARD FOR TCCC CONTROL ROOM PANEL REPLACEMENT FOR BUILDING 1, IFB NO. B1403-011-PS, TO THE LOW BIDDER, SECURE CONTROL SYSTEMS, INC.

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

This project primarily consists of supplying and installing a new control room panel and countertops in Building 1 at the Travis County Correctional Complex (TCCC).

Subject IFB was opened May 7, 2014, with three (3) bids received in response to the solicitation. The Sheriff's Office has reviewed the bids and recommends, and Purchasing concurs with the award of the contract to the low bidder, Secure Control Systems, Inc., for a total base bid amount of \$196,300.00.

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

➤ **Contract-Related Information:**

Award Amount: \$196,300.00

Contract Type: Construction

Contract Period: 120 calendar days

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

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

Modification Amount:

Modification Type:

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: 63

Responses Received: 3

HUB Information: No

% HUB Subcontractor: 0%*

*Neither the Contractor, nor its subcontractor, QA Construction Services, is a HUB, though the subcontractor is 100% minority owned, is a member of the US Hispanic Contractors Association, and is in the process to acquire HUB certification.

Special Contract Considerations: N/A

Award has been protested; interested parties have been notified.

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

Comments:

➤ **Funding Information:**

Funds Reservation in SAP: 300000291

Cost Center(s):

Comments:



GREG HAMILTON

TRAVIS COUNTY SHERIFF

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

JAMES N. SYLVESTER
Chief Deputy

DARREN LONG
Major - Law Enforcement

WES PRIDDY
Major - Corrections

MARK SAWA
Major - Administration & Support

MEMORANDUM

TO: Patrick Strittmatter
FROM: Mark Stefanov, P.E.
DATE: May 8, 2014

SUBJECT: Award Recommendation Memo for Control Room Panel replacement Bldg. 1, B1403-011-PS

This memo is to provide the Award Recommendation for the above referenced project. The contract is requested to be awarded to the low bidder, Secure Control Systems. The liquidated damages for not meeting substantial completion will be \$100 per day 120 days after the Notice to Proceed date. The contract shall be for a total of \$196,300.00. I reserve the right to use the contingency for the alternates or other work as I determine.

Square Feet:	121,616
TOTAL PROJECT BUDGET:	\$230,000.00
Design:	\$27,985.00
Upgrade:	\$196,300.00
3% Contingency	\$5,715.00
Construction+ 3%:	\$202,015.00
Contingency used	\$0.00
	\$0.00
\$/Sq.Ft.:	\$2

Sheriff's Office Work Order numbers: **247728 and 246807**
Sheriff's Office MicroMain Request number: **6976**
Funds Reservation Number **300000291**
Estimated schedule: **120 DAYS**

Please contact me with any questions at 45321. Your assistance in this matter will be greatly appreciated.

CC: Sheriff's Office Engineer's File
Ron Rizzato
Maria Wedhorn
Gracie Sanders
Captain Priddy



Safety, Integrity, Tradition of Service

Bid #B1403-011-PS - TCCC Control Room Panel Replacement for Building 1

Creation Date Mar 24, 2014

End Date May 7, 2014 2:00:00 PM CDT

Start Date Apr 16, 2014 12:23:56 PM CDT

Awarded Date Not Yet Awarded

B1403-011-PS--01-01 Total Base Bid for TCCC Control Room Panel Replacement, Building 1					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Secure Control Systems 	First Offer - \$196,300.00	1 / lump sum	\$196,300.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes: ENTER TOTAL BASE BID AMOUNT IN WORDS:			
EO Integrated Systems, Inc. 	First Offer - \$225,000.00	1 / lump sum	\$225,000.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes: ENTER TOTAL BASE BID AMOUNT IN WORDS:			
Metroplex Control Systems 	First Offer - \$325,114.00	1 / lump sum	\$325,114.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes: ENTER TOTAL BASE BID AMOUNT IN WORDS:			

B1403-011-PS--01-02 Alternate 1, 2nd Touchscreen Control Computer with Master Intercom Station, A111					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Secure Control Systems 	First Offer - \$8,400.00	1 / lump sum	\$8,400.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes: ENTER TOTAL BASE BID AMOUNT IN WORDS:			
EO Integrated Systems, Inc. 	First Offer - \$10,000.00	1 / lump sum	\$10,000.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes: ENTER TOTAL BASE BID AMOUNT IN WORDS:			
Metroplex Control Systems 	First Offer - \$10,786.00	1 / lump sum	\$10,786.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes: ENTER TOTAL BASE BID AMOUNT IN WORDS:			

B1403-011-PS--01-03 Alternate 2, Establish a Redundant Network for the Control Computer & PLC System					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Metroplex Control Systems 	First Offer - \$973.00	1 / lump sum	\$973.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes: ENTER TOTAL BASE BID AMOUNT IN WORDS:			
EO Integrated Systems, Inc. 	First Offer - \$5,000.00	1 / lump sum	\$5,000.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes: ENTER TOTAL BASE BID AMOUNT IN WORDS:			
Secure Control Systems 	First Offer - \$5,400.00	1 / lump sum	\$5,400.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes: ENTER TOTAL BASE BID AMOUNT IN WORDS:			

Supplier Totals

Secure Control Systems		\$210,100.00	(3/3 items)
Bid Contact	Brian Mikiten brian@securecontrolsystems.com Ph	Address	16103 University Oak San Antonio, TX 78249
Agency Notes:		Supplier Notes:	
EO Integrated Systems, Inc.		\$240,000.00	(3/3 items)
Bid Contact	David Madril dmadril@eosis.com Ph 210-308-9913 Fax 210-377-0739	Address	4803 West Ave. San Antonio, TX 78213
Qualifications	CISV		
Agency Notes:		Supplier Notes:	
Metroplex Control Systems		\$336,873.00	(3/3 items)
Bid Contact	LaCora McSwain Lmcswain@metroplex-control.com Ph 972-406-9300	Address	2472 Southwell Dallas, TX 75229
Agency Notes:		Supplier Notes:	

** All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received may be available for inspection at that time.

**AGREEMENT FOR CONSTRUCTION SERVICES
CONTRACT NO. 4400001983**

This Agreement for Construction Services (the "Construction Contract") is entered into by and between Travis County, Texas, a political subdivision of the State of Texas (the "Owner"), and **Secure Control Systems, Inc.** (the "Contractor").

WHEREAS, the Owner desires to enter into the Construction Contract for the Travis County Correctional Complex (TCCC) Control Room Panel Replacement for Building 1 (the "Project") in accordance with the provisions of the state statutes and in conformance with the Notice to Proceed (as issued by the Travis County Purchasing Office or its designee), the Contractor's Proposal, General Conditions, Supplementary Conditions, and the Specifications, which term shall include the Drawings and/or attached Plans, and Specifications; and

WHEREAS, the Contractor has been engaged in and does comparable work and represents that it is fully equipped, competent and capable of performing the above-desired work, and desires to perform such work in accordance with the provisions of the Construction Contract.

NOW, THEREFORE, in consideration of the mutual covenants and conditions stated herein, the Owner and the Contractor agree as follows:

ARTICLE I

- 1.1 In addition to such other terms as may be specifically defined herein, the capitalized terms referenced herein shall have the meanings ascribed to such terms in the General Conditions.
- 1.2 The written notice to proceed as issued by the Travis County Purchasing Agent (the "Notice to Proceed"), the Contractor's Bid as accepted by the Travis County Commissioners Court, the General Conditions, the Supplementary Conditions, the Specifications (which term shall include the Drawings and/or attached Plans, and Specifications marked "TCCC Control Room Panel Replacement for Building 1", IFB No. B1403-011-PS, are all incorporated in the Construction Contract as if set out at length.
- 1.3 The Contractor agrees to perform the work described in this Construction Contract and any and all documents incorporated therein (the "Work"). The Contractor shall commence the Work upon issuance of the Notice to Proceed, and subject to authorized adjustments, shall achieve substantial completion of the Work within **120 calendar days of such issuance** (the "Substantial Completion Date"). All time limits stated in the Construction Contract, and/or the Contract Documents are of the essence. The Substantial Completion Date will not be modified, extended, or otherwise revised except because of rain or other adverse weather conditions, and the Contractor acknowledges that it may be required to work on weekends or holidays in order to achieve substantial completion by the Substantial Completion Date. All time limits stated in the Construction Contract and/or Contract Documents are of the essence.
- 1.4 If the Contractor fails to achieve substantial completion of the Work by the Substantial Completion Date, the Contractor, by execution of this Construction Contract, specifically acknowledges that the Owner will sustain damages for each day the Work extends beyond the Substantial Completion Date. Because of the impracticality and extreme difficulty of fixing and ascertaining the Owner's actual damages, the Contractor agrees **\$100.00 per calendar day** shall be retained by the Owner from any amounts due the Contractor for every day that the Contractor's performance of the Work extends beyond the Substantial Completion Date.

ARTICLE II

- 2.1 For and in consideration of the Contractor's performance of the Work, the Owner shall pay the Contractor, in the manner provided for in Article 9 of Section 00700 of the General Conditions, the total sum of \$196,300.00 (the "Contract Sum"). The Contract Sum is comprised of (i) \$150,000.00 for materials to be incorporated into the Project or completely consumed at the job site and services required by or integral to the performance of this Construction Contract and (ii) \$46,300.00 for all other charges, including the cost of other services, overhead, and materials which do not become part of the finished project or are reusable. This division of the Contract Sum is made to reflect sales tax purposes only. Invoices and payments need not reflect this division. However, Contractor shall maintain internal records to verify. Contractor shall make these records available upon request of the Travis County Auditor.
- 2.2 If at any time during the performance of this Construction Contract the Travis County Commissioners Court (i) fails to provide funding for this Construction Contract during the following fiscal year of Travis County, Texas, (ii) does not adopt a budget for expenditures, or (iii) is able only to partially fund the expenditures required by this Construction Contract, then the Owner may, upon giving the Contractor written notice of such failure to fund and termination, terminate this Construction Contract, or a part thereof, without any further liability, effective thirty (30) days after the Owner notifies the Contractor in writing of such failure to fund and termination. The Owner shall pay the Contractor for any portion of the Work completed up to the effective date. The Contractor shall have no recourse as to sums beyond those for any portion of the Work performed up to the effective date, including without limitation any recovery for lost profits anticipated to be made hereunder.
- 2.3 This Construction Contract may be amended only by a Travis County construction "Change Order" form signed by the Travis County Sheriff's Office, the Contractor, and necessary representatives designated by the Owner.
- 2.4 The Owner may terminate this Construction Contract if it is found that the Contractor offered or gave gratuities to any employee of the Owner with the intent to influence the purchasing process in any manner, either before or after the award of this Construction Contract. The Travis County Commissioners Court shall determine if the Contractor used gratuities to influence the process. If so determined and the Owner terminates this Construction Contract, the Owner shall be entitled to (i) pursue the same remedies against the Contractor as it could pursue if this Construction Contract were breached by the Contractor, and (ii) collect exemplary damages in an amount determined by the Travis County Commissioners Court which shall be not less than three nor more than ten times the amount given to any officer or employee of the Owner. The rights and remedies in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.
- 2.5 The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Construction Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees and established commercial selling agencies maintained by the Contractor to secure business. If the Contractor breaches this warranty, then the Owner shall have the right to terminate this Construction Contract without liability, or in its discretion to deduct from the amount due to the Contractor from the Owner, or otherwise recover, the full amount of commission, percentage, brokerage, or contingent fee.
- 2.6 No action or failure to act by the Owner or the Contractor shall constitute a waiver of any right or duty afforded either of them under this Construction Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

The effective date of this Construction Contract shall for all purposes be the date of the execution of the last to sign, whether the Owner or the Contractor.

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

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe
Travis County Judge
Date: _____

SECURE CONTROL SYSTEMS, INC.

By: _____
Name: Brian Mikiten
Title: President
Date: 5/14/14

Cyd V. Grimes, C.P.M., CPPO,
Travis County Purchasing Agent

APPROVED AS TO FORM BY:

County Attorney

FUNDS VERIFIED BY:

County Auditor

DRAFT



Travis County Commissioners Court Agenda Request

Meeting Date: May 27, 2014

Prepared By/Phone Number: Shannon Pleasant, CTPM 854-1181 /
Marvin Brice, CPPB 854-9765

Elected/Appointed Official/Dept. Head: Cyd Grimes, C.P.M., CPPO

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Receive Update and Authorize Purchasing Agent to Commence Negotiations with the Top Ranked Respondents to Request for Services (RFS) No. 1402-001-SP Professional Early Childhood Services.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.
- On November 12, 2013 Travis County Health and Human Services & Veterans Service (TCHHSVS) requested that the Commissioners Court approve proposed strategies for investments in early childhood services. TCHHSVS received approval to offer a competitive procurement process with existing and expanded early childhood investments for Fiscal Year 2015.

On February 13, 2014, on behalf of TCHHSVS, the Travis County Purchasing Office (TCPO) released a Request for Services (RFS) No. 1402-001-SP, with the intent of funding services, in the amount of \$650,000 for Professional Early Childhood Services. The RFS closed on March 13, 2014. A total of eleven agencies responded with proposals. TCHHSVS is requesting that the Travis County Purchasing Agent obtain approval from Commissioners Court to commence negotiations with the six top-ranked respondents.

With guidance from TCPO and support from outside programmatic experts, TCHHSVS evaluated and scored proposals received in the areas of:

ID # 10878

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.

- (1) Overall qualifications of the agency to provide services as demonstrated in an Administrative and Fiscal Review.
- (2) Overall experience of the agency and a description of how services will be provided, rationale for the program design, including performance measures and target population information.
- (3) Cost estimates for program leverage and sustainability, and estimated cost per client.

TCHHSVS submitted RFS scores to TCPO, who then ranked bids according to score. TCHHSVS recommends the following funding distribution based on individual agency RFS scores and ranking, availability of funds, and priority services areas:

Family Support	Early Childhood Education – Quality	Early Childhood Education – Mental Health
AVANCE: \$95,000	Workforce Solutions: \$193,000	Austin Child Guidance Center: \$58,000
Communities In Schools: \$98,000	Austin Community College: \$52,000	
Any Baby Can: \$154,000		
\$347,000 (53% of total funds)	\$245,000 (38% of total funds)	\$58,000 (9% of total funds)
Grand Total \$650,000		

The following unsuccessful respondents have been notified and invited to attend court session: Child Incorporated, Easter Seals, Campfire USA, Bookspring and The Overton Group.

ID # 10878

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.

Required Action

_____ Approved _____ Disapproved

Samuel T. Biscoe, County Judge

Date

ID # 10878

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 Health and Human Services & Veterans Service: Early Childhood RFS# 1402-001-SP

Agency Name	Administrative & Fiscal Review (AFR) Scoring	Service Delivery Scoring	Cost of Services Scoring	Total Points Earned
AVANCE	48	28.8	16.5	93.3
Communities In Schools	41	27.6	18	86.6
Any Baby Can	42	27.3	17.1	86.4
Austin Child Guidance Center	43	25	16.3	84.3
Austin Community College	39	24	12.9	75.9
Workforce Solutions	37	25.8	12.3	75.1
Book Spring	43	19.3	12	74.3
Easter Seals	37	21.2	15.2	73.4
Child Inc	34	20.2	13.6	67.8
Campfire USA	41	14.2	12.2	67.4
Overton	16	6.3	4.7	27



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
& VETERANS SERVICE**
P. O. Box 1748
Austin, Texas 78767

Sherri E. Fleming
County Executive
Office: (512) 854-4100
Fax: (512) 279-2197

MEMORANDUM

Date: May 12, 2014
To: Cyd Grimes, Purchasing Agent,
Travis County Purchasing Office
From: *Sherri E. Fleming*
Sherri E. Fleming, County Executive for
Travis County Health and Human Services & Veterans Service
Subject: Request Commissioners Court Approval to Commence Negotiations with
Awarded Agencies

This request pertains to RFS # 1402-001-SP – Professional Early Childhood Services. Travis County Health and Human Services & Veterans Service requests that the Travis County Purchasing Office take the steps to gain Commissioners Court approval to commence negotiations to fund a portion of the amounts bid for the top six (6) bidding firms.

In February 2014, on behalf of the TCHHS/VS Department, Purchasing released an RFS in the amount of \$650,000 for early childhood services.

The RFS closed on March 13, 2014. Eleven agencies responded with bids. The collective total amount bid was \$1.3 million.

With guidance from the TC Purchasing Office and support from outside programmatic experts, TCHHS/VS staff evaluated bids received in the areas of (1) overall qualifications of the agency to provide services as demonstrated in an Administrative and Fiscal Review, (2) overall experience of the agency and a description of how services will be provided, rationale for the program design, including performance

measures and target population information, and, (3) cost estimates for program leverage and sustainability, and estimated cost per client.

TCHHS/VS submitted RFS scores to Purchasing, who then ranked bids according to score. TCCHS/VS recommends the following funding distribution based on individual agency RFS scores and ranking, availability of funds, and priority services areas (note: no agency will be awarded the full amount requested through this RFS):

- AVANCE: Fund at 95% of total amount bid.
- Any Baby Can and Communities in Schools: Fund at approximately 85% of total amount bid.
- Austin Child Guidance Center: Fund at approximately 80% of total amount bid.
- Workforce Solutions and Austin Community College: Fund at approximately 70% of total amount bid.

Family Support	ECE – Quality	ECE – Mental Health
AVANCE: \$95,000	Workforce Solutions: \$193,000	Austin Child Guidance Center: \$58,000
Communities In Schools: \$98,000	Austin Community College: \$52,000	
Any Baby Can: \$154,000		
\$347,000 <i>(53% of total funds)</i>	\$245,000 <i>(38% of total funds)</i>	\$58,000 <i>(9% of total funds)</i>
Grand Total: \$650,000		

The following two agencies are existing HHS/VS contractors, and are being awarded dollars through this RFS for services they have provided via past contracts, but will experience a reduction from previous contract amounts: Workforce Solutions, Austin Community College.

The following agencies bid, but will not be awarded funds through this RFS process: Child Incorporated, Easter Seals, Campfire USA, Bookspring, and The Overton Group.

- CC: Marvin Brice, County Purchasing Office
 Shannon Pleasant, County Purchasing Office
 Mary Etta Gerhardt, County Attorney's Office
 Kathleen Haas, Finance Manager, TCHHS/VS
 Lisa Glass, Financial Analyst Lead, TCHHS/VS
 Brook Son, Senior Planner, TCHHS/VS
 Courtney Bissonnet Lucas, Performance Specialist, TCHHS/VS
 Laura Peveto, Prevention and Intervention Services Manager, TCHHS/VS
 Lawrence Lyman, Planning Manager, TCHHS/VS
 Blanca Leahy, Research & Planning Division Director, TCHHS/VS
 Jim Lehrman, Family Support Services Division Director, TCHHS/VS
 Deborah Britton, Community Services Division Director, TCHHS/VS



Travis County Commissioners Court Agenda Request

Meeting Date: May 27, 2014

Prepared By/Phone Number: Kent Hubbard/854-6458

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: PURSUANT TO TEXAS LOCAL GOVERNMENT CODE, SECTION 263.152(A)(1), DECLARE CERTAIN ITEMS SURPLUS PROPERTY AND SELL AT PUBLIC AUCTION.

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

There are no capital items included in this auction list. The auction items are all low value assets or are items not in the inventory.

Auction lot list is attached.

Bates Auction
Commissioners Court May 27, 2014

LOT#	TAG #	DESCRIPTION	SERIAL	LOCATION
#1	N/A	(2)WIRE RACKS (1) FOOD TRAY RACK	N/A	ADDONAUCT
#2	99193	ICE MACHINE HEAD CORNELIUS	63N9944BC062	ADDONAUCT
#2	146749	MANTIOWOC ICE MACHINE	313130234	ADDONAUCT
#3	N/A	(2) PLASTIC TOTES	N/A	ADDONAUCT
#4	N/A	ROLLING ENGINE HOIST(TIRES FLAT)	N/A	ADDONAUCT
#5	N/A	(2) CAMBRO FOOD SERVING CARTS	N/A	ADDONAUCT
#6	N/A	(4) MATCHING MICHELIN LTX AVS P255 65R17 MOUNTED ON 6 LUG FORD RIMS W/CENTER CAPS	N/A	ADDONAUCT
#7	N/A	POWERMAX1000 G3 PLASMA CUTTER NEEDS REPAIRS	N/A	ADDONAUCT
#8	N/A	MISC LOT OF OLD A/C UNITS	N/A	ADDONAUCT
#9	N/A	PITCO FRYER	N/A	ADDONAUCT
#10	N/A	SNAP ON STUD WELDER MODEL YA22345	N/A	ADDONAUCT



Travis County Commissioners Court Agenda Request

Meeting Date: May 27, 2014

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

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Contract No. 4400001679, Austin Family Institute for the provision of professional psychological/counseling services for the Collaborative Opportunities for Positive Experience (COPE) Program.

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

The Contractor will provide professional psychological/counseling services for youth identified and referred by the Travis County Juvenile Probation Office in coordination with the Collaborative Opportunities for Positive Experience (COPE) Mental Health Court and/or Travis County Juvenile Probation Office Crossover Unit.

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

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

➤ **Contract-Related Information:**

Award Amount: N/A As-Needed Contract

Contract Type: Professional Services Agreement

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

Contract Period: May 27, 2014 – September 30, 2014
(5 renewals)

➤ **Funding Information:**

SAP Shopping Cart #:

Funding Account(s): Grant: 800258; Internal Order: 100609; Product Code: 85121701; Commitment Item: 511010

Comments: As-Needed contract.

**PROFESSIONAL SERVICES
AGREEMENT/CONTRACT**

BETWEEN

TRAVIS COUNTY

AND

AUSTIN FAMILY INSTITUTE

FOR

**COLLABORATIVE OPPORTUNITIES FOR POSITIVE EXPERIENCE
(COPE) PROGRAM SERVICES**

CONTRACT NO. 4400001679



Travis County Purchasing Office

TABLE OF CONTENTS

1.0 Definitions.....3
2.0 Term.....4
3.0 Contractor’s Responsibilities4
4.0 Compensation, Billing and Payment.....7
5.0 Records, Confidentiality and Access9
6.0 Amendments/Modifications9
7.0 Other Provisions.....10
Approvals.....15

Attachments

Attachment A – Scope of Services & Performance Measures.....16
Attachment B – Fee Schedule..... 18
Attachment C – Insurance Requirements.....19
Attachment D – Ethics Affidavit including:22
 Exhibit 1 - List of Key Contracting Persons.....23
Attachment E – Certification regarding Debarment25

RECEIVED
TRAVIS COUNTY
2014 MAY -8 - AM 9:47
PURCHASING
OFFICE

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

**PROFESSIONAL SERVICES AGREEMENT
FOR COLLABORATIVE OPPORTUNITIES FOR POSITIVE EXPERIENCE
(COPE) PROGRAM SERVICES**

This Agreement is made and entered into by and between the following parties: Travis County, Texas, (the "COUNTY") and Austin Family Institute, (the "CONTRACTOR").

WHEREAS, COUNTY desires to obtain the services of a qualified counselor or psychologist to conduct evaluations and counseling for juveniles under the supervision of the Juvenile Probation Department of Travis County and;

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

NOW, THEREFORE, COUNTY and CONTRACTOR agree as follows:

1.0 DEFINITIONS

In this Agreement,

- 1.1 "Commissioners Court" means the Travis County Commissioners Court.
- 1.2 "Purchasing Agent" means Travis County Purchasing Agent Cyd V. Grimes or her successor.
- 1.3 "County Auditor" means Travis County Auditor Nicki Riley or her successor.
- 1.4 "Parties" mean Travis County and Austin Family Institute.
- 1.5 "Is doing business" and "has done business" mean:
 - 1.5.1 paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or,
 - 1.5.2 loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
 - 1.5.3 **but does not include**
 - 1.5.3.1 any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,
 - 1.5.3.2 any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to

similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and

1.5.3.3 a transaction for a financial service or insurance coverage made on behalf of Contractor if Contractor is a national or multinational corporation by an agent, employee or other representative of Contractor who does not know and is not in a position that he or she should have known about the Contract.

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

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

2.0 TERM

2.1 Initial Term. The Initial Term of this Agreement shall commence upon complete execution by all parties and shall continue through September 30, 2014, unless sooner terminated as provided herein.

2.2 Renewal Term(s). Subject to continued funding by the Commissioners Court, this Agreement shall thereafter automatically renew on October 1 of each year for five (5) succeeding terms of one year unless sooner terminated by either party as provided herein.

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

3.0 CONTRACTOR'S RESPONSIBILITIES

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

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

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

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

- 3.5 Legal Compliance. CONTRACTOR shall comply with all federal, state, county, and city laws, rules, regulations and ordinances applicable to the provision of the services described herein and the performance of all obligations undertaken pursuant to this Agreement.
- 3.6 Payment of Property Taxes. CONTRACTOR warrants that CONTRACTOR is not currently delinquent in payment of property taxes to the Travis County Tax Assessor Collector.
- 3.7 Insurance Requirements CONTRACTOR shall comply with the insurance requirements set out in Attachment C, "Insurance Requirements", which is incorporated herein by reference and made a part hereof.
- 3.8 Federal Funds. CONTRACTOR warrants that no Federal appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 3.9 Communications. CONTRACTOR may communicate all requests for direction and factual information relating to services performed pursuant to this Agreement to the DIRECTOR and may rely on all factual information supplied by the DIRECTOR in response to these requests. However DIRECTOR shall not serve as the agent of County or the Commissioners Court or any elected official of County for any other purpose than conveying factual information.
- 3.10 CONTRACTOR expressly acknowledges that, in entering into this Agreement, COUNTY has relied on the representations of CONTRACTOR about the persons who will be performing the services and their qualifications and that any other person except staff must be approved by COMMISSIONERS COURT before providing services under this Agreement. CONTRACTOR warrants that all work done will be done by the employees or members of CONTRACTOR that are presented as performing the services in CONTRACTOR'S proposal.
- 3.11 Professional Licensure/Certification. The CONTRACTOR shall maintain all necessary licenses and certifications related to the Counseling services being provided hereunder. In the event licensure or certification expires, is revoked, suspended, probated, or is canceled, CONTRACTOR shall inform COUNTY of such event within five (5) working days.
- 3.12 Duty to Report. CONTRACTOR shall ensure that suspected or alleged cases of child abuse or exploitation or neglect of clients served under this Agreement are immediately reported to the Director and to the appropriate authorities as required by law and in conformity with the procedures detailed in Chapter 261 of the Texas Family Code. CONTRACTOR shall ensure that its employees, interns, volunteers, subcontractors, agents, and consultants are properly trained in the reporting requirements and procedures of Chapter 261 of the Texas Family Code.
- 3.13 Standard of Care. Notwithstanding anything in this Agreement to the contrary, CONTRACTOR shall perform all services and responsibilities required of CONTRACTOR under this Agreement using at least that standard of care which a reasonably prudent licensed counselor in Travis County, Texas would use in similar circumstances. CONTRACTOR warrants the duties within this Agreement shall be

performed in a good and workmanlike manner. Nothing in this Agreement shall be construed to relieve CONTRACTOR of this duty.

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

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

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

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

3.15 Disqualifying Criminal History

3.15.1 CONTRACTOR agrees to provide documentation to DIRECTOR or her designee that a criminal background check has been completed on CONTRACTOR whose duties in connection with this Agreement include direct access to youth referred under this Agreement. To comply with this requirement, a criminal background check shall include a fingerprint-based criminal history search of criminal information databases maintained by the Federal Bureau of Investigation and by the State of Texas, and shall have been conducted within two years prior to assignment of services under this Agreement.

In addition to the required criminal background check, the DIRECTOR or her designee will consult any child abuse registry maintained in the State or locality in which CONTRACTOR will work whose duties in connection with this Agreement include direct access to youth referred under this Agreement. Any CONTRACTOR whose name appears on any child abuse registry will be disqualified from providing services to youth referred under this Agreement.

3.15.2 CONTRACTOR shall not provide services to youth referred under this Agreement if CONTRACTOR'S criminal background check reflects a disqualifying criminal history. To comply with this requirement, a disqualifying criminal history includes: any felony conviction or deferred adjudication within the past ten (10) years; any jailable misdemeanor conviction or deferred adjudication within the past five (5) years; any current felony or jailable misdemeanor deferred adjudication, probation or parole; or the requirement to register as a sex offender.

3.15.3 CONTRACTOR shall not provide services to youth referred under the Agreement if CONTRACTOR is known to have:

1. Engaged in sexual abuse in a prison, jail, lockup, community confinement facility, or other institution (as defined in 42 U.S.C. 1997); or
2. Been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or

3. Been civilly or administratively adjudicated to have engaged in the activity described in subparagraph 2 of this section.

3.15. 4 CONTRACTOR shall not assign or allow any employee, intern, volunteer, agent, including employees and volunteers of its subcontractors, to provide services to youth referred under this Agreement, if any employee, intern, volunteer, agent, including employees and volunteers of its subcontractors, have engaged in sexual abuse in prison, jail, lockup, community confinement facility, or other institution; or who have been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or who have been civilly or administratively adjudicated to have engaged in the activity described above; or who are listed on a child abuse registry.

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

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

Form is provided as Attachment E

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

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

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

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

4.0 COMPENSATION, BILLING AND PAYMENT

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

4.1.1 Not to exceed amount: N/A-As needed Basis

4.1.2 Additional Fees: None.

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

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

4.4 Invoicing. CONTRACTOR shall submit invoicing to COUNTY on a monthly basis and each invoice shall contain the name of each client served by CONTRACTOR, the type and date of service provided by CONTRACTOR, the total hours of service provided by CONTRACTOR, the fee assessed for each service provided by CONTRACTOR and the total amount of payment requested for each client. Each invoice submitted by CONTRACTOR to COUNTY shall be signed by CONTRACTOR. Original invoices shall be sent to:

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

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

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

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

4.8 Disbursements to Persons with Outstanding Debt.

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

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

4.8.1.2 the debt is paid.

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

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

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

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

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

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

5.0 RECORDS CONFIDENTIALITY AND ACCESS

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

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

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

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

6.0 AMENDMENTS / MODIFICATIONS

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

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

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

7.0 OTHER PROVISIONS:

7.1 INDEMNIFICATION. CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR ANY

ACT OR OMISSION BY CONTRACTOR, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY CONTRACTOR UNDER THIS CONTRACT.

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

7.3 Claims Notification. If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against CONTRACTOR or COUNTY in relation to the performance of this Agreement, CONTRACTOR shall give written notice to COUNTY of the claim or other action within three (3) working days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided herein. Except as otherwise directed, CONTRACTOR shall furnish to COUNTY copies of all pertinent papers received by CONTRACTOR with respect to these claims or actions.

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

7.5 Non-Waiver of Default

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

7.5.2 All rights of COUNTY under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to COUNTY under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

7.6 Forfeiture of Contract If CONTRACTOR has done business with a Key Contracting Person during the 365 day period immediately prior to the date of execution of this Agreement or does business with any Key Contracting Person at any time after the date of execution of this Agreement and prior to the full performance of this Agreement, CONTRACTOR shall forfeit all benefits of this Agreement and COUNTY shall retain all performance by CONTRACTOR and recover all considerations, or the value of all consideration, paid to CONTRACTOR pursuant to this Agreement, provided, however, that this

section may be waived by Commissioners Court pursuant to Section 3(g) of the Travis County Ethics Policy.

7.7 Entire Agreement

7.7.1 Entire Agreement. All written or oral agreements between the parties to this Agreement related to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement or in the policies and procedures approved by Commissioners Court for County. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.

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

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

7.8 Notices:

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

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

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

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

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

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

Austin Family Institute
4201 Bee Cave Road
Suite C213
Austin, Texas 78746

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

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

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

7.12 Mediation. If the Contractor is not satisfied with the resolution of the dispute pursuant to paragraph 7.11, Contractor shall notify the Travis County Management representing this contract, and, if mediation is acceptable to both Parties in resolving the dispute arising under this Contract, the Parties agree to use the Dispute Resolution Center of Austin, Texas, or another mediation group as chosen by County and approved by Contractor, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. Unless both Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All

communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless both Parties agree, in writing, to waive the confidentiality.

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

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

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

7.15.1 Severability. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

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

7.15.3 Assignment. No party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by CONTRACTOR that no officer, agent, employee or representative of COUNTY has any authority to assign any part of this Agreement unless expressly granted that authority by Commissioners Court.

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

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

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

7.19 Interpretational Guidelines

7.19.1 Computation of Time. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that COUNTY has declared a holiday for its employees, these days shall be omitted from the computation.

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

7.19.3 Headings. The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

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

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

DUPLICATE ORIGINALS

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

Austin Family Institute

Travis County



By: Michael S Bishop, PhD Executive Director
Name and Title (Printed)

By: Samuel T. Biscoe
Travis County Judge

Date: 5/6/14

Date: _____

Approved as to Legal Form By:

Assistant County Attorney

Approved by Purchasing:

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

ATTACHMENT A Scope of Services

CONTRACTOR shall provide professional confidential counseling services and mental health assessments for youth identified and referred by the Travis County Juvenile Probation hereinafter "Department," in coordination with the Collaborative Opportunities for Positive Experience (COPE) Mental Health Court, as described below.

1. Youth will be identified and referred to CONTRACTOR by the Department for counseling services and mental health assessments.
2. The Department will designate whether counseling services and/or mental health assessments are to be provided to each youth referred and CONTRACTOR will only provide the service(s) as designated.
3. CONTRACTOR will give these youth and their family's priority in scheduling appointments for an assessments or counseling when possible.
4. CONTRACTOR agrees to contact the COPE Coordinator within twenty-four (24) hours when a family does not attend a scheduled appointment or a counseling session is cancelled.
5. CONTRACTOR may terminate services, if the family cancels or does not appear at two scheduled appointments or sessions.
6. CONTRACTOR agrees that no payment will be provided for mental health assessment appointments or counseling sessions that do not occur, regardless of advance cancellation or failure to appear by client.
7. If counseling services are designated by Department, then CONTRACTOR shall provide counseling services to youth participants of COPE during individual or family sessions, as follows.
 - 7.1 Sessions will be conducted in the client's home, whenever possible, or, alternatively, in the CONTRACTOR'S office.
 - 7.2 The first session will be provided within five (5) working days after the initial intake.
 - 7.3 Each individual session will be fifty (50) minutes in length and be private.
 - 7.4 Sessions will be therapeutic in nature with the goal of reducing parental conflict, establishing or reestablishing parent-child relationships, teach coping and problem solving skills to the youth and address specific goals in the COPE Individual/family case plan or any goals set forth by CONTRACTOR.
 - 7.5 Sessions will be scheduled weekly, unless CONTRACTOR deems appropriate to modify frequency.
 - 7.6 All sessions will be completed within six (6) months of the initial intake session.
 - 7.7 CONTRACTOR will notify the COPE Coordinator within forty-eight (48) hours when sessions are decreased due to either progress of therapy or termination of therapy.

- 7.8 At no time shall the number of sessions provided per client exceed twelve (12) unless CONTRACTOR obtains written authorization from Department.
 - 7.9 CONTRACTOR will provide a weekly progress report using a form supplied by the Department. These progress reports will address the youth and/or their family's compliance in keeping appointments and report and failure to appear for scheduled appointments. The counselor will also provide any information on the youth's progress with therapy.
 - 7.10 CONTRACTOR will attend the youth's family meetings with the COPE Mental Health Court if his/her schedule permits. Attendance at these meetings is not considered a counseling session and is not subject to payment by the Department.
 - 7.11 CONTRACTOR will provide a final progress report that will include outcome information developed through Contractor's use of the Youth Self-Report (YSR) tool and the Child Behavior Checklist (CBCL) within 48 hours after the final counseling session. This post services mental health assessment is anticipated to be shorter than an initial mental health assessment described below.
8. If an initial Mental Health Assessment is designated by Department, then CONTRACTOR shall provide a comprehensive Mental Health Assessment as follows.
- 8.1 Schedule the Mental Health Assessment appointment for the youth within five (5) working days of the referral.
 - 8.2 Complete a Mental Health Assessment to include a comprehensive clinical interview with the youth and parent (if parent is available), and administration of the Youth Self-Report (YSR) to the youth and the Child Behavior Checklist (CBCL) to the parent (if parent is available).
 - 8.3 Review preliminary background information regarding the youth provided by Department and incorporates into final written report.
 - 8.4 Score and interpret the Youth Self-Report (YSR) and Child Behavior Checklist (CBCL), and Prepare a written report using the Department format to include background information, behavioral observations, test results, case conceptualization, diagnostic impressions, and treatment recommendations.
 - 8.5 Complete and provide final written report to Department within forty-eight (48) hours of completion of the interview.
9. If group counseling services are designated by Department, then CONTRACTOR shall provide group counseling services to youth participants of COPE as follows.
- 9.1 Sessions will be conducted in a client's home or in the CONTRACTOR's office.
 - 9.2 Group sessions will consist of 6 to 8 juveniles.
 - 9.3 Each individual session will be fifty (50) minutes or seventy-five (75) minutes in length for 6 to 9 weeks.

- 9.4 Sessions will be therapeutic in nature with the goal of reducing parental conflict, establishing or reestablishing parent-child relationships, teach coping and problem solving skills to the youth and address specific goals in the COPE Individual/family case plan or any goals set forth by CONTRACTOR.
- 9.5 Sessions will be scheduled weekly, unless CONTRACTOR deems appropriate to modify frequency.
- 9.6 All sessions will be completed within six (6) months of the initial intake session.
- 9.7 CONTRACTOR will notify the COPE Coordinator within forty-eight (48) hours when sessions are decreased due to either progress of therapy or termination of therapy.
- 9.8 At no time shall the number of sessions provided per client exceed twelve (12) unless CONTRACTOR obtains written authorization from Department.
- 9.9 CONTRACTOR will provide a weekly progress report using a form supplied by the Department. These progress reports will address the youth and/or their family's compliance in keeping appointments and report and failure to appear for scheduled appointments. The counselor will also provide any information on the youth's progress with therapy.
- 9.10 CONTRACTOR will attend the youth's family meetings with the COPE Mental Health Court if his/her schedule permits. Attendance at these meetings is not considered a counseling session and is not subject to payment by the Department.
- 9.11 CONTRACTOR will provide a final progress report that will include outcome information developed through Contractor's use of the Youth Self-Report (YSR) tool and the Child Behavior Checklist (CBCL) within 48 hours after the final counseling session. This post services mental health assessment is anticipated to be shorter than an initial mental health assessment described below.

REQUIREMENTS

- 1. CONTRACTOR agrees to purchase and use the Youth Self Report (YSR) and Child Behavior Checklist (CBCL) forms, as well as the scoring software from Achenbach System of Empirically Based Assessment (ASEBA).
- 2. Department agrees to provide training to CONTRACTOR regarding the interview, administration, scoring and interpretation of the Youth Self Report (YSR) and Child Behavior Checklist (CBCL) forms and format of the final written report.
- 3. Professionals from the Austin Family Institute that will be assigned to the youth referrals for this contract will have:
 - 3.1 A Masters Degree or higher,
 - 3.2 An active State of Texas certification and
 - 3.3 A minimum of 3 years' experience with adolescent counseling

ATTACHMENT B
FEE SCHEDULE

For and in consideration of Contractor Austin Family Institute's full and satisfactory performance of the services and activities described in the Scope of Services Attachment A, Travis County shall pay Contractor at a rate of:

Individual or family Counseling Session (50 minute in length)	\$65.00 for each 50 minute session
Post Services mental Health Assessment and final Report	\$80.00 for each
Initial Mental Health Assessment	\$240.00 per assessment (up to 4 hours)
Group Counseling Using LPC or MFT (50 minute in length)	\$65.00 per group session
Group Counseling Using LPC or LMFT-A (50 minute in length)	\$55.00 per group session
Group Counseling Using LPC or LMFT (75 minute in length)	\$90.00 per group session
Group Counseling Using LPC-I or LMFT-A (75 minute in length)	\$80.00 per group session

Contractor will not be paid for sessions scheduled but not provided, even in circumstances when the client does not appear for a scheduled appointment.

Sessions will be held with the child privately or with the child's family. The cost per session does not change.

ATTACHMENT C
INSURANCE REQUIREMENTS

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

I. General Requirements Applicable to All Contractors' Insurance.

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

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

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

II. Specific Requirements

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

A. Workers' Compensation and Employers' Liability Insurance

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

B. Commercial General Liability Insurance

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

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

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

C. Business Automobile Liability Insurance†

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

† **Alternative Insurance Requirement**

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

D. Professional Liability/E & O Insurance

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

E. Blanket Crime Policy Insurance

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

ATTACHMENT D
ETHICS AFFIDAVIT

STATE OF TEXAS
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: 5/6/14
Name of Affiant: Michael S. Bishop
Title of Affiant: Executive Director
Business Name of Proponent: Austin Family Institute
County of Proponent: TRAVIS COUNTY

Affiant on oath swears that the following statements are true:

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

Michael S. Bishop
Signature of Affiant
4251 Bee Cave Rd. Ste C-213
Address Austin, TX 78746

SUBSCRIBED AND SWORN TO before me by Michael S. Bishop on 5/6, 2014

Michael S. Bishop

Notary Public, State of Texas

Typed or printed name of notary Ina M. Donald
My commission expires: 11-19-2015



EXHIBIT 1
LIST OF KEY CONTRACTING PERSONS
October 9, 2013

CURRENT

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

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

FORMER EMPLOYEES

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

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

ATTACHMENT E

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

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

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

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

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

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

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

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

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

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

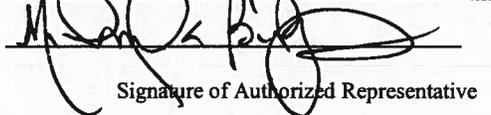
The contractor/potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the contractor/potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor

Vendor I.D. or Social Security No.

Austin Family Institute

20-9999061



5/6/14 Michael S Bishop Executive Director

Signature of Authorized Representative

Date

Printed/Typed Name & Title of Authorized Representative

STATE OF TEXAS

OFFICE OF THE ATTORNEY GENERAL

IN RE: [Illegible Name]

Case No. [Illegible]

County of [Illegible]

State of Texas

vs.

[Illegible Name]

50-APP-100
[Illegible Signature]



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

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

ESTELA P. MEDINA
Chief Juvenile Probation Officer

TO: Cyd Grimes
Purchasing Agent

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

RE: COPE contract amendment with PREA language

DATE: October 14, 2013

The Travis County Juvenile Probation Department is requesting an update of all COPE contracts to include new language referencing PREA (the Prison Rape Elimination Act). The attachment provides the list of current COPE contracts.

The attachments also include the specific PREA language to be inserted after paragraph 3.15.2 under Disqualifying Criminal History.

If you need additional information in order to proceed, please do not hesitate to contact Sylvia Mendoza at 512-854-7008 or Chris Hubner at 512-854-7109

cc: Sylvia Mendoza, Financial Manager, TCJPD
Chris Hubner, General Counsel, TCJPD
Darryl Beatty, Deputy Chief TCJPD
Britt Canary, Deputy Chief TCJPD
David Walch, Purchasing Agent Assistant, III

Insert after paragraph 3.15.2 under Disqualifying Criminal History:

3.15.3 CONTRACTOR shall not assign or allow any employee, intern, volunteer, agent, including employees and volunteers of its subcontractors, to provide services to youth referred under this Agreement who have engaged in sexual abuse in a prison, jail, lockup, community confinement facility, or other institution; or who have been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or who have been civilly or administratively adjudicated to have engaged in the activity described above; or who are listed on a child abuse registry.

Department:Juvenile Probation**Name of Services:**Collaborative Opportunities for Positive Experience (COPE)**Latest RFS:****Date Closed:****Exempted Services:** Exempted by Court ActionDate Court Exempted: 1-Oct-96**Description of Services** (i.e. Residential Treatment Services, Autopsy Services, Sex Offender Treatment etc.)

The COPE providers provide professional confidential counseling services for clients of the COPE Mental Health Court within Travis County Juvenile Probation Department with the goal of reducing parental conflict, building parent-child relationships and teaching skills to accomplish these goals.

Current contracts providing services:

	Contract Number	Contract Name
	440000675	CARVAJAL, TERRY M
	440000676	AUSTIN FAMILY INSTITUTE
	4400001199	Dianne Arnett
	440000680	PROVIDENCE SERVICE CORP OF TEXAS
	4400001197	Poole, Chardonnay N.
	4400001198	Fluharty, Sylvan June
	4400001242	Two Words Therapy Works, Inc.
	4400001293	Spirit Reins, Inc.
	4400001334	Blue Sky Abilities, LLC
	4400000806	GAMBLE, LAURIE

Michael Williams

From: David Hensley
Sent: Friday, October 11, 2013 12:12 PM
To: Michael Williams
Subject: RE: Contracts

It looks good to me.

From: Michael Williams
Sent: Friday, October 11, 2013 12:01 PM
To: David Hensley
Subject: RE: Contracts

David, none of the COPE contracts have PREA. As discussions with Chris; we need to add the PREA to all the contracts. I believe Linda wanted you to review the PREA language and the transmittal letter so we can move forward.

Thanks,

Mike

From: David Hensley
Sent: Friday, October 11, 2013 11:19 AM
To: Michael Williams
Subject: FW: Contracts

Mike,

Is there a chance I can review the contracts Linda is the gatekeeper for? I am looking for compliance with PREA.

From: Linda Duke
Sent: Friday, October 11, 2013 10:59 AM
To: David Hensley
Subject: Re: Contracts

The documents you could not open have been sent to you. The actual contracts were not sent; only the PREA language That will be added. I do have all the contracts and can send them when I return.

My Best,
Linda
Sent from my iPhone

On Oct 11, 2013, at 7:40 AM, "David Hensley" <David.Hensley@co.travis.tx.us> wrote:

Linda,

Can you please provide me the contracts that need to be reviewed to insure PREA language is included? I could not retrieve the documents you provided me last week. Thanks.

ROUTING FORM

TODAY'S DATE: 10/11/13

SUBJECT: COPE CONTRACTS - PREG UPDATE

FROM: MIKE

TO: _____ Date Received

Sylvia
 Review Sign/Initial

10/11/13

ORIGINAL DUE DATE: _____

EXTENSION DATE: _____

RECEIVED
OCT 11 2013
Chief Juvenile Probation Officer
Estela P. Medina

FORWARD TO: Chief

Review Sign/Initial

COMMENTS:
COPE CONTRACTS REQUIRING
PREG LANGUAGE
MODIFY COPE CONTRACTS

Ret 10/14/13

RETURN TO: _____ Date Received

MIKE W.

Mail Hand Deliver

Date Sent _____

Juan Gonzalez

From: Michael Williams
Sent: Wednesday, October 16, 2013 11:01 AM
To: David Walch
Cc: Sylvia Mendoza
Subject: RE: COPE contracts with PREA language

David, after our discussion, please proceed. Since we have to update the contracts with PREA we can then update the initial term and 5 re-newel terms.

Thanks,

Mike

From: David Walch
Sent: Wednesday, October 16, 2013 10:52 AM
To: Michael Williams; Sylvia Mendoza
Subject: RE: COPE contracts with PREA language

Mike and Sylvia

As part of our efforts to reduce the number of older contracts on the auto-renewal list, and as part of the process to include the PREA language I'll be retiring the existing COPE contracts and replacing them with new contracts that have one initial term and 5 renewal terms. This will allow us to have updated and uniform language in all of our COPE contracts while meeting the desire of the Court to have an active review process of our long standing agreements.

Let me know if you have any questions or concerns regarding this process.

Thank you
David

From: Michael Williams
Sent: Tuesday, October 15, 2013 2:44 PM
To: David Walch
Cc: Israel Ramirez; Sylvia Mendoza; Britt Canary; Darryl Beatty
Subject: COPE contracts with PREA language

David, attached is a transmittal letter to add PREA language to TCJPD COPE contracts.

Please let me know if you have any questions.

Thanks,

Mike

Michael N. Williams
Accountant Lead
Juvenile Probation
512-854-7011
512-854-7097 fax



Travis County Commissioners Court Agenda Request

Meeting Date: May 27, 2014

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

Division Director/Manager: Donald W. Ward, P.E., Assistant Public Work 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 Precinct Three:

A) Vistancia, Section One;

B) Vistancia, Section Two;

C) Vistancia, Section Three; and

C) Approve a proposed License Agreement with the Vistancia Owners Association, Inc. for private improvements within the public right-of-way (ROW).

BACKGROUND/SUMMARY OF REQUEST:

Vistancia, Section One was recorded on September 12, 2013 at Document #201300188. Vistancia, Section Two was recorded on September 12, 2013 at Document #201300189. Vistancia, Section Three was recorded on September 12, 2013 at Document #201300190. 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 (if any) 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.

Vistancia, Section One is accessed from Hamilton Pool Road, a street maintained by The State of Texas. Vistancia, Section Two is accessed from Section One, which is being accepted as Part A of this agenda item. Vistancia, Section Three is accessed from Section Two, which is being accepted as Part B of this agenda item. This action will add an overall total of 0.90 miles to the Travis County road system.

The applicant also requests to enter into a License Agreement. The agreement will cover improvements along the ROW of Cirrius Drive within Vistancia, Section One.

The covered improvements do not reduce sight distance conditions or place unacceptable hazards in the clear recovery zone.

STAFF RECOMMENDATIONS:

TNR staff recommends approval of the proposed motions.

ISSUES AND OPPORTUNITIES:

The proposed License Agreement, "...the ASSOCIATION agrees to and shall indemnify, defend and hold harmless the COUNTY and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property, which arises from or is in any manner connected to or caused in whole or in part by the ASSOCIATION's construction, maintenance or use of the Licensed Property." The Vistancia Owners Association, Inc. (the "ASSOCIATION") has provided insurance that adds Travis County as an additional insured for the improvements as described in the attached agreement. The improvement will maintain the 7' clear zone in order to adequately address the safety of the traveling public. The proposed License Agreement utilizes the standard form.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A.

ATTACHMENTS/EXHIBITS:

- TNR Approval Letter
- List of Streets
- Requirements for Approval
- License Agreement
- 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	Permit Program Manager	TNR Permits	(512) 854-7565
Donna Williams-Jones	Sr. Financial Analyst	TNR Financial	(512) 854-7677

		Services	

SM:AB:ps

1101 - Development Services Long Range Planning - Vistancia Section One, Section Two, and Section Three

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: April 16, 2014

DEVELOPER/OWNER:

SA Springs, LP
8655 S. Priest Dr.
Tempe, AZ 85284

ENGINEER:

David Smith, P. E.
13200 Bee Cave Parkway
Bee Cave, TX 78738

SUBJECT: Vistancia, 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.

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 5/7/14
TNR Assistant Public Works Director – Road and Bridge Division – Don W. Ward, P.E.

Paul Scoggins 5/7/14
TNR Engineering Specialist – Paul Scoggins

Johnny Anglin 4-17-14
TNR Inspector – Johnny Anglin

1102 fiscal file
1105 Subdivision File

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: April 16, 2014

DEVELOPER/OWNER:

SA Springs, LP
8655 S. Priest Dr.
Tempe, AZ 85284

ENGINEER:

David Smith, P. E.
13200 Bee Cave Parkway
Bee Cave, TX 78738

SUBJECT: Vistancia, Section Two

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 5/17/14
TNR Assistant Public Works Director – Road and Bridge Division – Don W. Ward, P.E.

Paul Scoggins 5/7/14
TNR Engineering Specialist – Paul Scoggins

Johnny Anglin 4-17-14
TNR Inspector – Johnny Anglin

1102 fiscal file
1105 Subdivision File

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: April 16, 2014

DEVELOPER/OWNER:

SA Springs, LP
8655 S. Priest Dr.
Tempe, AZ 85284

ENGINEER:

David Smith, P. E.
13200 Bee Cave Parkway
Bee Cave, TX 78738

SUBJECT: Vistancia, Section Three

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 5/7/14
TNR Assistant Public Works Director – Road and Bridge Division – Don W. Ward, P.E.

Paul Scoggins 5/7/14
TNR Engineering Specialist – Paul Scoggins

Johnny Anglin 4-17-14
TNR Inspector – Johnny Anglin

1102 fiscal file
1105 Subdivision File

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE



SUBDIVISION
Mapsco No. 577H&M

Vistancia, Section One
Vistancia, Section Two
Vistancia, Section Three

Pct.# 3
Atlas No. H-03

SECTION ONE - RECORDED AT DOCUMENT #201300188 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY - 9/12/2013
 SECTION TWO - RECORDED AT DOCUMENT #201300189 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY - 9/12/2013
 SECTION THREE - RECORDED AT DOCUMENT #201300190 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY - 9/12/2013

THESE SUBDIVISIONS CONTAIN 7 STREET AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F. MILES			TYPE OF	WIDTH OF	CURB &
			ROW	PVMNT	PVMNT	GUTTER		
Section One								
1	Cirrus Drive	Hamilton Pool Rd to intersection with Stratus Drive	1018	0.19	60	HMAC	24' EOP	NO
2	Stratus Drive	Cirrus Drive southeasterly to easterly corner of Lot 12, Blk B	1162	0.22	60	HMAC	24' EOP	NO
3	Windecker Cove	Stratus Drive northeasterly to cul-de-sac	228	0.04	60	HMAC	24' EOP	NO
Section Two								
4	Stratus Drive	Easterly corner of Lot 12 southeasterly to SW corner of Lot 9, Blk D	863	0.16	60	HMAC	24' EOP	NO
5	Stratus Cove	Stratus Drive easterly to cul-de-sac	430	0.08	60	HMAC	24' EOP	NO
Section Three								
6	Stratus Drive	NW corner of Lot 10, Blk D south to south corner of Lot 22, Blk B	866	0.16	60	HMAC	24' EOP	NO
7	Avion Drive	Stratus Drive east to northeast corner of Lot 16, Blk E	209	0.04	60	HMAC	24' EOP	NO
Total Footage/Mileage			4776	0.90				

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 24, 20, & 8 respectively

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREET AND DRAINAGE FACILITIES EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1-7

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-7 TOTALING THE TRAVIS COUNTY COMMISSIONERS COURT IN PRECINCT THREE.

0.90 MILES BE ACCEPTED BY

DATE _____

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

Donald W. Ward 5/2/14
 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)

VISTANCIA, SECTION ONE
REQUIREMENTS FOR APPROVAL OF CONSTRUCTION
PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS
AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997

- 2/12/14 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)
- Rcv'd 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- Rcv'd 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 reduce 5. Performance Period Fiscal for 10% of the actual construction cost of street and drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. And must be posted by owner/developer. § 82.604(c)(4)
- N/A 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)
- N/A 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)
- 4/17/14 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.**
- N/A 9. Approval of other agencies and/or cities, **if in their ETJ**; Municipal or other Utility Districts.
- 5/5/14 10. **If applicable**, a License Agreement (**If there are private improvements in Public ROW.**)

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)

VISTANCIA, SECTION TWO
REQUIREMENTS FOR APPROVAL OF CONSTRUCTION
PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS
AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997

- 2/12/14 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)
- Rcv'd 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- Rcv'd 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 reduce 5. Performance Period Fiscal for 10% of the actual construction cost of street and drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. And must be posted by owner/developer. § 82.604(c)(4)
- N/A 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)
- N/A 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)
- 4/17/14 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.**
- N/A 9. Approval of other agencies and/or cities, **if in their ETJ**; Municipal or other Utility Districts.
- 5/5/14 10. **If applicable**, a License Agreement (**If there are private improvements in Public ROW.**)

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)

VISTANCIA, SECTION THREE
REQUIREMENTS FOR APPROVAL OF CONSTRUCTION
PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS
AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997

- 2/12/14 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)
- Rcv'd 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- Rcv'd 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 reduce 5. Performance Period Fiscal for 10% of the actual construction cost of street and drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. And must be posted by owner/developer. § 82.604(c)(4)
- N/A 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)
- N/A 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)
- 4/17/14 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.**
- N/A 9. Approval of other agencies and/or cities, **if in their ETJ**; Municipal or other Utility Districts.
- 5/5/14 10. **If applicable**, a License Agreement (**If there are private improvements in Public ROW.**)

2. The agreement by the ASSOCIATION to provide the below-specified insurance and indemnification in favor of the COUNTY.

III. County's Rights to Licensed Property

A. This Agreement is expressly subject and subordinate to the present and future right of the COUNTY, its successors, assigns, lessees, grantees, and licensees, to construct, install, establish, maintain, use, operate, and renew any public utility facilities, franchised public facilities, roadways or streets on, beneath or above the surface of the Licensed Property. The COUNTY shall take reasonable measures to prevent damage to any Improvements on the Licensed Property, however, any damage to or destruction of the ASSOCIATION's property by the COUNTY in the exercise of the above-described rights shall be at no charge, cost, claim or liability to the COUNTY, its agents, contractors, officers or employees. Nothing in this Agreement shall be construed to limit in any way the power of the COUNTY to widen, alter or improve the Licensed Property pursuant to official action by the governing body of the COUNTY or its successors; provided, however, that the COUNTY shall provide the ASSOCIATION with at least thirty (30) days prior written notice of any such contemplated action.

B. NOTWITHSTANDING ANY PROVISIONS IN THIS AGREEMENT TO THE CONTRARY, THE COUNTY RETAINS THE RIGHT TO ENTER UPON THE LICENSED PROPERTY, AT ANY TIME AND WITHOUT NOTICE, ASSUMING NO OBLIGATION TO THE ASSOCIATION, TO REMOVE ANY OF THE IMPROVEMENTS OR ALTERATIONS THEREOF, WHENEVER SUCH REMOVAL IS DEEMED NECESSARY FOR: (A) EXERCISING THE COUNTY'S RIGHTS OR DUTIES WITH RESPECT TO THE LICENSED PROPERTY; (B) PROTECTING PERSONS OR PROPERTY; OR (C) THE PUBLIC HEALTH OR SAFETY WITH RESPECT TO THE LICENSED PROPERTY.

IV. Insurance

A. The ASSOCIATION shall, at its sole expense, provide extended public liability insurance coverage, written by a company acceptable to the County, licensed to do business in Texas, in the amounts of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per occurrence and ONE MILLION DOLLARS (\$1,000,000.00) in the aggregate for property damage and personal injury and death, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the COUNTY OF TRAVIS as co-insured or as an additional insured. This insurance coverage shall cover all perils arising out or connected in any way to the activities of the ASSOCIATION, its officers, employees, agents or contractors, relative to this Agreement. The ASSOCIATION shall be responsible for any deductibles stated in the policy. A true copy of each instrument affecting such additional coverage shall be delivered to the COUNTY'S County Executive of Transportation & Natural Resources Department within twenty-one (21) days of the effective date of this Agreement.

B. The ASSOCIATION shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

V. Indemnification

To the extent permitted by Texas law, the ASSOCIATION agrees to and shall indemnify, defend and hold harmless the COUNTY and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property, which arises from or is in any manner connected to or caused in whole or in part by the ASSOCIATION's construction, maintenance or use of the Licensed Property. This indemnification provision, however, shall not apply to any claims, suits, damages, costs, losses or expenses (i) for which the COUNTY shall have been compensated by insurance provided under Paragraph IV, above, or (ii) arising solely from the negligent or willful acts of the COUNTY, provided that for the purposes of the foregoing, the COUNTY'S act of entering into this Agreement shall not be deemed to be a "negligent or willful act".

VI. Conditions

A. Compliance with Regulations. The ASSOCIATION agrees that all construction, maintenance and repair permitted by this Agreement shall be done in compliance with all applicable City, County, State and/or Federal policies, traffic, building, health and safety ordinances, laws and regulations.

B. ASSOCIATION's Responsibilities. The ASSOCIATION will be responsible for any damage to or relocation of existing facilities required by the construction of the improvements. Further, the ASSOCIATION shall reimburse the COUNTY for all reasonable costs incurred by the COUNTY in replacing or repairing any property of the COUNTY or of others which was damaged or destroyed as a result of activities under this Agreement by or on behalf of the ASSOCIATION.

C. Maintenance. The ASSOCIATION shall maintain the Licensed Property by keeping the area free of debris and litter. The removal of dead, or dying, plants shall also be handled by the ASSOCIATION at its expense.

D. Removal or Modification. The ASSOCIATION agrees that removal or modification of any improvements now existing or to be later replaced shall be at the ASSOCIATION's sole discretion, except where otherwise provided by this Agreement. This Agreement, until its expiration or revocation, shall run as a covenant on the land on the above-described real property, and the terms and conditions of this Agreement shall be binding on any successors and assigns in interest to the ASSOCIATION or the COUNTY. A written memorandum of this agreement shall be filed in the Official Public Records of Travis County, Texas.

E. Security Deposit. The ASSOCIATION shall provide the COUNTY with cash in a cashier's check in the amount of FIVE THOUSAND SEVEN HUNDRED NINETY EIGHT AND 40/100 DOLLARS (\$ 5,798.40). Cash provided to the COUNTY will be deposited with the County Treasurer and interest, on the amount, will be paid to the ASSOCIATION, on an annual basis upon the receipt by the Treasurer of a letter requesting such interest. The only condition to a draft on the cash security shall be a letter from the Travis County Judge indicating that the ASSOCIATION has not fulfilled its obligations under this Agreement and that the COUNTY has incurred or will incur expenses with regard to the Improvements located on, upon or in the Licensed Property.

F. Default. In the event that the ASSOCIATION fails to maintain the Licensed Property, then the COUNTY shall give the ASSOCIATION written notice thereof by registered or certified mail, return receipt requested, to the addresses set forth below. The ASSOCIATION shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of and, if the ASSOCIATION does not satisfactorily remedy the same within the thirty (30) day period, the COUNTY may, at the COUNTY'S option, perform the work or contract for the completion of the work. In addition, the ASSOCIATION agrees to pay, within thirty (30) days of written demand by the COUNTY, all reasonable costs and expenses incurred by the COUNTY in completing the work.

VII. Commencement; Termination by Abandonment

This Agreement shall begin on the date of full execution and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein, unless terminated under other provisions of this Agreement. If the ASSOCIATION abandons the use of all or any part of the Licensed Property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, shall expire and terminate following thirty (30) days written notice by the COUNTY to the ASSOCIATION, if such abandonment has not been remedied by the ASSOCIATION within such period. The COUNTY shall thereafter have the same title to the Licensed Property so abandoned as though this Agreement had never been made and shall have the right to enter on the Licensed Property and terminate the rights of the ASSOCIATION, its successors and assigns hereunder. All installations of the ASSOCIATION not removed shall be deemed property of the COUNTY as of the time abandoned.

VIII. Termination

A. Termination by the ASSOCIATION. The ASSOCIATION may terminate this Agreement by delivering written notice of termination to the COUNTY not later than thirty (30) days before the effective date of termination. If the ASSOCIATION so terminates, then it may remove installations, that it made, from the Licensed Property, within the thirty (30) day notice period. Any installations not removed within said period are agreed to be the property of the COUNTY.

B. Termination by County. The COUNTY may revoke this Agreement at any time, if such revocation is reasonably required by the public interest, after providing at least thirty (30) days prior written notice to the ASSOCIATION. Subject to prior written

notification to the ASSOCIATION or its successors in interest, this Agreement is revocable by the COUNTY if:

1. The Improvements, or a portion of them, interfere with the COUNTY'S use of the Licensed Property;
2. Use of the Licensed Property becomes necessary for a public purpose;
3. The Improvements, or a portion of them, constitute a danger to the public, which the COUNTY deems not to be remediable by alteration or maintenance of such Improvements;
4. Despite thirty (30) days written notice to the ASSOCIATION, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. The ASSOCIATION fails to comply with the terms and conditions of this Agreement, including, but not limited to, the insurance requirements specified herein.

If the ASSOCIATION abandons or fails to maintain the Licensed Property, and the COUNTY receives no substantive response within thirty (30) days following written notification to the ASSOCIATION, then this Agreement shall terminate and the COUNTY may remove and/or replace all Improvements or a portion thereof and collect from ASSOCIATION the COUNTY'S actual expenses incurred in connection therewith.

IX. Eminent Domain

If eminent domain is exerted on the Licensed Property by paramount authority, then the COUNTY will, to the extent permitted by law, cooperate with the ASSOCIATION to effect the relocation of the ASSOCIATION's affected installations at the ASSOCIATION's sole expense. The ASSOCIATION shall be entitled to retain all monies paid by the condemning authority for its installations taken, if any.

X. Interpretation

In the event of any dispute over its meaning or application, this Agreement shall be interpreted fairly and reasonably and neither more strongly for or against either party.

XI. Application of Law

This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the Parties as evidenced by this Agreement.

XII. Venue

TO THE EXTENT ALLOWED BY TEXAS LAW, IT IS AGREED THAT VENUE FOR ALL LAWSUITS CONCERNING THIS AGREEMENT WILL BE IN TRAVIS COUNTY, TEXAS. THIS AGREEMENT CONCERNS REAL PROPERTY LOCATED IN TRAVIS COUNTY, TEXAS, AND IS WHOLLY PERFORMABLE IN TRAVIS COUNTY.

XIII. Covenant Running with Land

This License Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns.

XIV. Assignment

The ASSOCIATION shall not assign, sublet or transfer its interest in this Agreement without the written consent of the COUNTY. If such consent is granted, it shall then be the duty of the ASSOCIATION, its successors and assigns, to give prompt written notice to the COUNTY of any assignment or transfer of any of the ASSOCIATION's rights in this Agreement, giving name, date, address and contact person.

XV. Notice

Any notice and/or statement, required or permitted hereunder, shall be deemed to be given and delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such other addresses specified by written notice delivered in accordance herewith:

ASSOCIATION:

Vistancia Owners Association, Inc.
4201 W. Parmer Ln, Bldg A-150
Austin, Texas 78727
512-610-7000
phone

COUNTY:

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

COPY TO:

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

COPY TO:

Honorable David A. Escamilla (or successor)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn: File No. 83.____

XVI. Annexation by the City

A. If the total area within the Licensed Property is annexed for full purposes by the City of Austin or other incorporated municipality (the "CITY"), then all references in this Agreement to "the COUNTY" shall be construed to mean "the CITY"; all references to "the County Executive of the COUNTY Transportation and Natural Resources Department" shall be construed to mean "the Director of the CITY Department of Public Works & Transportation"; all references to "the Commissioners Court" shall be construed to mean "the CITY Council". Any other references to COUNTY employees shall be construed to mean the analogous CITY employee or officer.

EXECUTED AS OF THE DATES SET FORTH BELOW:

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe, County Judge

Date: _____

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ___ day of _____, 2013, by Samuel T. Biscoe, County Judge of Travis County, Texas, a duly organized County and political subdivision of the State of Texas, on behalf of said County.

Notary Public in and for the State of Texas

Printed/Typed Name

My commission expires

TERMS AND CONDITIONS ACCEPTED, this the 2 day of MAY, ²⁰¹⁴~~2013~~.

THE ASSOCIATION:

Vistancia Owners Association, Inc.

By: 
signature

Name: Keith Pearson
printed name

Title: HOA President
Authorized Representative

ACKNOWLEDGEMENT

THE STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

This instrument was acknowledged before me on this the 2 day of May, 2014, by Keith Pearson as HOA President of the Vistancia Owners Association, Inc., a Texas corporation, on behalf of said corporation.



Terry Cole

Notary Public in and for the State of Texas

Terry Cole

Printed/Typed Name

05/19/2015

My commission expires

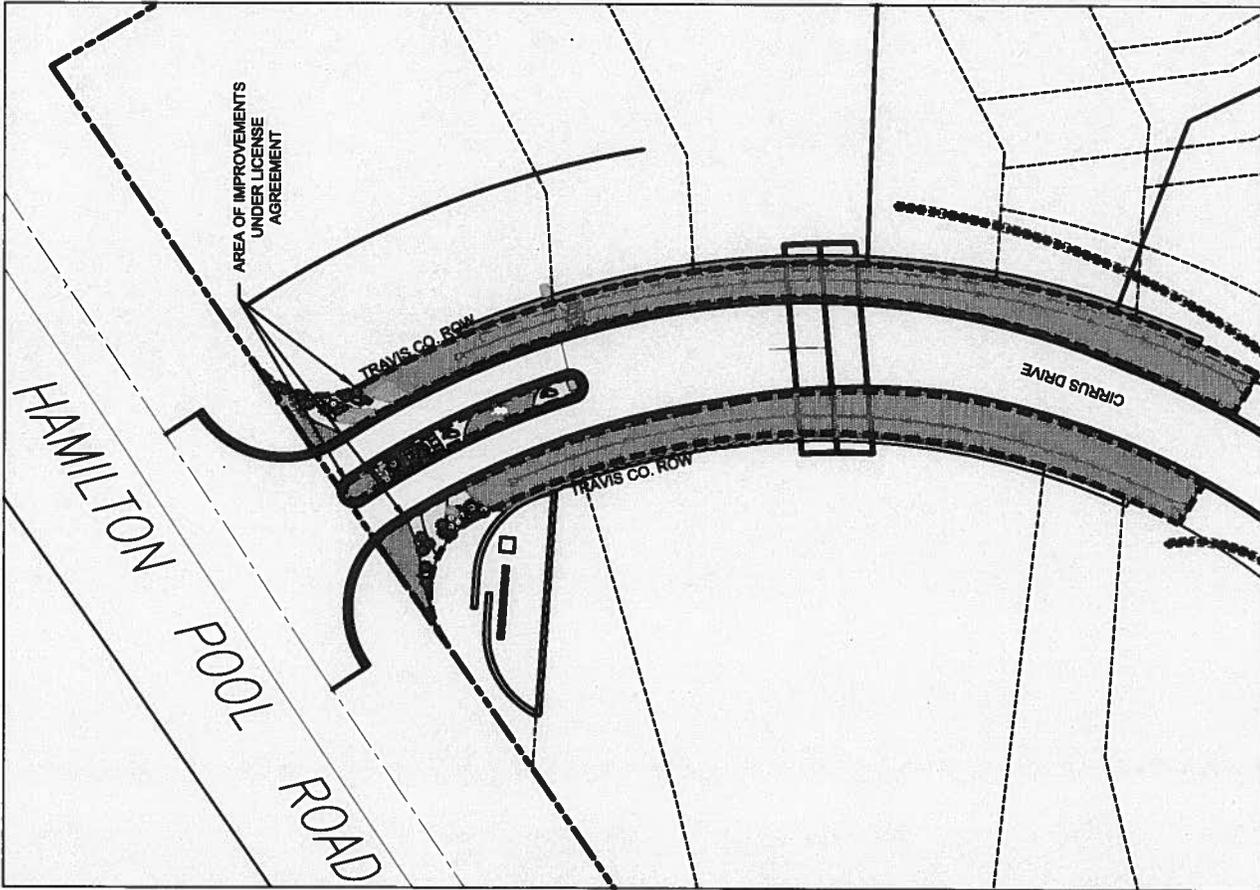
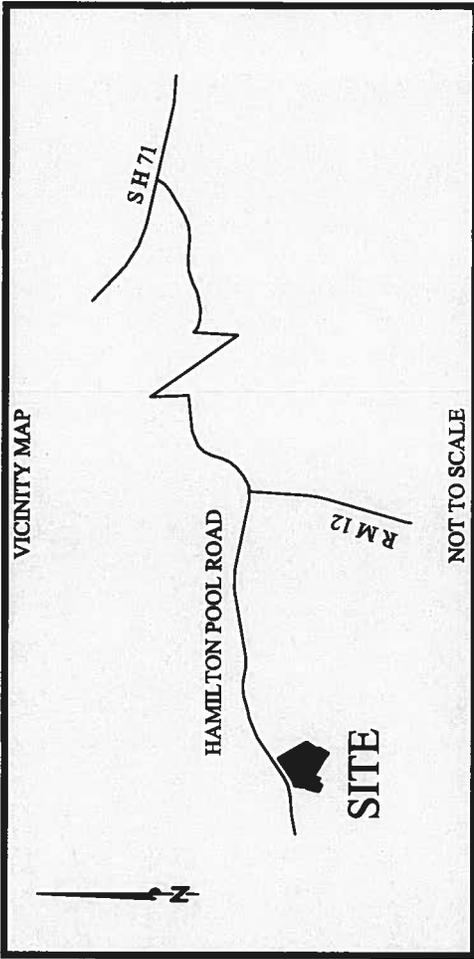
ADDRESS OF ASSOCIATION:

Vistancia Owners Association, Inc
4201W Parmer Lane
Bldg A, Suite 150
Austin, Texas 78727
512-610-7000
phone

ASSOCIATION'S MANAGEMENT CO.

Real Manage
10000 Pecan Park Blvd, Suite 100
Austin, TX 78750
Attn: Jodie Walker
512-219-1927
phone

VISTANCIA SECTION ONE



MAINTENANCE AGREEMENT LANDSCAPE AREA
TOTAL AREA: 9,664 SF

REPLACEMENT WITH HYDRO SEED: 9,664 SF @ \$0.15/SF
REPLACEMENT IRRIGATION: 9,664 SF @ \$0.45 /SF

ESTIMATED TOTAL COST OF REPLACEMENT:
TURF - HYDRO SEED: \$1449.60
IRRIGATION: \$4348.80
TOTAL: \$5798.40



Scale: NTS
 Date: April 25, 2014

MAINTENANCE AGREEMENT - LOCATION EXHIBIT
18027 HAMILTON POOL ROAD (FM 3238)

VISTANCIA
 TRAVIS COUNTY, TX 78738

SEC Planning, LLC

Land Planning + Landscape Architecture + Community Branding

AUSTIN, TEXAS
 www.secplanning.com

SECT 101.001, CIVIL ENGINEERING ARCHITECTURE AND SURVEYING LICENSE ACT
 This mapping compiled from best available information. All map data
 subject to consideration, in need of verification, and
 subject to change. The map data and information are not
 represent any regulatory approval. Plan is subject to change.



TRV 201300188
4 PGS

PLAT

PLAT RECORDS INDEX SHEET:

SUBDIVISION NAME: VISTANCIA SECTION ONE

OWNERS NAME: S.A. SPRINGS, L.P.

RESUBDIVISION? YES NO

ADDITIONAL RESTRICTIONS / COMMENTS:

DOC# 2013169790--TAX CERTIFICATE

RETURN:

TRAVIS COUNTY, TNR
SARAH SUMNER
PICK-UP

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Sep 12, 2013 01:34 PM 201300188

MITCHELLM: \$129.00

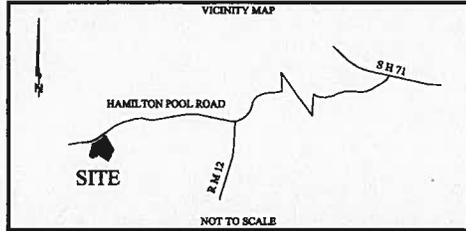
Dana DeBeauvoir, County Clerk
Travis County TEXAS

\$129.00

09-12-2013

201300188

VISTANCIA SECTION ONE



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.

201300188

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS THAT SA SPRINGS, L.P., A TEXAS LIMITED PARTNERSHIP, ACTING HEREIN AND THROUGH JOHN CORK, PRESIDENT; OWNER OF 32.772 ACRES OF LAND LOCATED IN THE JUAN RODRIGUEZ SURVEY NUMBER 42, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 100.675 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 201219483 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. THE UNDERSIGNED OWNER DOES HEREBY SUBDIVIDE SAID 32.772 ACRES PURSUANT TO CHAPTER 232 OF THE LOCAL GOVERNMENT CODE OF TEXAS, IN ACCORDANCE WITH THIS PLAT, TO BE KNOWN AS VISTANCIA SECTION ONE, SUBJECT TO THE COVENANTS AND RESTRICTIONS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE PUBLIC, THE STREETS, AND EASEMENTS HEREON, SUBJECT TO ANY EASEMENTS AND OR RESTRICTIONS GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS 20 DAY OF NOVEMBER, 2012, A.D.

BY: *[Signature]*
JOHN CORK, PRESIDENT, SA SPRINGS, L.P.
8655 SOUTH FIRST DRIVE
THE WOODLANDS, TEXAS 75724

11/20/12
DATE

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

[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES: 05/19 2015, A.D.



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

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

THE AUTHORIZATION OF THIS 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 TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMIT, STOP SIGNS, AND YIELD SIGNS, WHICH IS CONSIDERED TO BE PART OF THE DEVELOPER'S CONSTRUCTION.

OWNERS IN THE SUBDIVISION ARE SUBJECT TO THE HOME OWNERS AGREEMENT IN DOCUMENT NUMBER 201219449 OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

TRAVIS COUNTY WATER QUALITY NOTES, COUNTY CODE CHAPTER 82

- NO CUT OR FILL ON ANY LOT MAY EXCEED 8 FEET, EXCLUDING DRIVEWAYS. (82.209(D))
- BUFFER ZONE EASEMENTS FOR ENVIRONMENTALLY VALUABLE FEATURES (82.209(C)), INCLUDING BLUFFS, CANYON RIMROCKS, POINT RECHARGE FEATURES, WETLANDS, SPRINGS, AND INCLUDING ALL DRAINAGE EASEMENTS DESIGNATED AS WATER QUALITY BUFFERS, HAVE THE FOLLOWING RESTRICTIONS:
 - NATURAL VEGETATIVE COVER MUST BE RETAINED TO THE MAXIMUM EXTENT PRACTICABLE;
 - CONSTRUCTION IS PROHIBITED.
 - WASTEWATER DISPOSAL OR IRRIGATION IS PROHIBITED.
 - RESIDENTIAL YARDS AND HIKING TRAILS MAY BE LOCATED WITHIN THE BUFFER IF AT LEAST 50 FEET FROM THE FEATURE.
- THE WATERWAY BUFFER ZONE EASEMENT MUST REMAIN UNDEVELOPED EXCEPT FOR:
 - FENCES WHICH DO NOT OBSTRUCT FLOOD FLOWS
 - PARCELS OF SIMILAR OPEN SPACE USE, LIMITED TO HIKING, JOGGING, OR WALKING TRAILS AND OUTDOOR FACILITIES, AND EXCLUDING STABLES AND CORRALS FOR ANIMALS, IS PERMITTED ONLY IF A PROGRAM OF FERTILIZER, PESTICIDE OR HERBICIDE USE IS APPROVED.
 - UTILITY LINE CROSSINGS, IF DESIGNED AND CONSTRUCTED TO MINIMIZE SITE DISTURBANCE AND WATERWAY POLLUTION TO THE GREATEST EXTENT PRACTICABLE.
 - DETENTION BASINS AND FLOODPLAIN ALTERATIONS ARE PERMITTED IF THE REQUIREMENTS OF CODE SECTION 82.207 AND OTHER PROVISIONS OF THIS CHAPTER ARE MET.
- CONSTRUCTION ACTIVITIES ON INDIVIDUAL LOTS ARE REQUIRED TO IMPLEMENT TEMPORARY AND PERMANENT EROSION AND SEDIMENT CONTROLS (ESCS) FOR PROTECTION OF STORM WATER RUNOFF QUALITY. LOT CONSTRUCTION ACTIVITIES DISTURBING ONE ACRE OR GREATER, OR LESS THAN ONCE ACRE AND PART OF A LARGER COMMON PLAN OF DEVELOPMENT, ARE ALSO REQUIRED TO IMPLEMENT A STORM WATER POLLUTION PREVENTION PLAN WITH BEST MANAGEMENT PRACTICES (BMPs) INCLUDING ESCS.
- THE OWNER SHALL BE RESPONSIBLE FOR MAINTAINING ANY AND ALL PERMANENT STORM WATER QUALITY CONTROLS REQUIRED BY THE TRAVIS COUNTY CODE OR THE TEXAS COMMISSION FOR ENVIRONMENTAL QUALITY (TCEQ) EDWARDS AQUIFER CONTRIBUTING ZONE PROGRAM, 30 TAC, CHAPTER 213, IN A PROPER MANNER CONSISTENT WITH COUNTY AND STATE STANDARDS. THESE RESPONSIBILITIES SHALL BE DESCRIBED IN A WRITTEN AGREEMENT SIGNED BY THE LANDOWNER AND PROVIDED TO THE COUNTY, IF DEEMED NECESSARY BY THE COUNTY PRIOR TO FINAL COMPLETION AND ACCEPTANCE OF ANY APPLICABLE IMPROVEMENTS. THE OWNER SHALL REMAIN RESPONSIBLE FOR MAINTENANCE UNTIL THE MAINTENANCE OBLIGATION IS EITHER ASSUMED IN WRITING BY ANOTHER ENTITY HAVING OWNERSHIP OR CONTROL OF THE PROPERTY, INCLUDING AN OWNERS' ASSOCIATION, A DISTRICT, OR A MUNICIPALITY, OR OWNERSHIP OF THE PROPERTY IS TRANSFERRED TO ANOTHER ENTITY. A COPY OF THE ASSUMPTION OR TRANSFER OF RESPONSIBILITY SHALL BE FILED WITH THE COUNTY WITHIN 30 DAYS OF THE TRANSFER.

NO PORTION OF THIS TRACT LIES WITHIN THE DESIGNATED 100 YEAR FLOOD PLAIN AS DEFINED BY F.L.M.A. MAP 48453C0395H, DATED SEPTEMBER 26, 2004.

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

[Signature]
DAVID T. SMITH, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 67565
DAVID T. SMITH, P.E.
13200 HEE CAVE PARKWAY
BEE CAVE, TEXAS 78738



STATE OF TEXAS:
COUNTY OF TRAVIS:

I, DANA DEBEAUVOIR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE 27 DAY OF August, 2012, 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 29 DAY OF August, 2012, A.D.

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

DEPUTY *[Signature]*
Robert Rorick



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 12 DAY OF September 2013, A.D., AT 1:34 O'CLOCK P.M., DULY RECORDED ON THE 12 DAY OF September, 2013, A.D., AT 1:40 O'CLOCK P.M., OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NO. 201300188 OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 12 DAY OF September, 2013, A.D.

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
[Signature]
DEPUTY
M. MITCHELL



STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

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

11/14/12
DATE



[Signature]
JOHN E BRAUTIGAM
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6067 STATE OF TEXAS
DELTA SURVEY GROUP, INC.
8213 BRODIE LANE, STE 102
AUSTIN, TEXAS 78745

NO OBJECT, INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT EXCEPT AS APPROVED BY TRAVIS COUNTY.

PROPERTY OWNER AND/OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.

ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER AND/OR HIS/HER ASSIGNS.

A TRAVIS COUNTY SITE DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.

THIS PLAT IS IN TRAVIS COUNTY AND NO CITY'S ETI.

OCCUPANCY OF ANY LOT IS PROHIBITED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM OR APPROVED PRIVATE INDIVIDUAL SEWER DISPOSAL SYSTEM.

OCCUPANCY OF ANY LOT IS PROHIBITED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY FOR THE PROPOSED DEVELOPMENT.

THE WATER SHALL BE SUPPLIED BY THE DEER CREEK WATER COMPANY.

THE WASTEWATER SERVICE SHALL BE SUPPLIED BY OSSF.

RESIDENT NOTE:

A TEN (10) FOOT WIDE BASEMENT FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING PUBLIC UTILITIES IS RETAINED ALONG THE SIDES AND REAR OF ALL LOTS SHOWN HERON.

A TWENTYFIVE (25) FOOT WIDE BASEMENT FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING PUBLIC UTILITIES IS RETAINED ALONG THE FRONTS OF ALL LOTS SHOWN HERON.

TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM PLAT NOTES:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE WASTEWATER (SEPTIC) SYSTEM THAT HAS BEEN APPROVED AND LICENSED FOR OPERATION BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A POTABLE WATER SUPPLY FROM AN APPROVED PUBLIC WATER SYSTEM.

NO ON-SITE WASTEWATER SYSTEM MAY BE INSTALLED WITHIN 100 FEET OF PRIVATE WATER WELL NOR MAY AN ON-SITE WASTEWATER DISPOSAL SYSTEM BE INSTALLED WITHIN 150 FEET OF A PUBLIC WELL.

NO CONSTRUCTION MAY BEGIN ON ANY LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM ARE APPROVED BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.

DEVELOPMENT ON EACH LOT IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE TEXAS ADMINISTRATIVE CODE CHAPTER 285 AND CHAPTER 48 OF THE TRAVIS COUNTY CODE THAT ARE IN EFFECT AT THE TIME OF CONSTRUCTION.

RESIDENTIAL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO ONE SINGLE FAMILY DWELLING AND APURTENANT STRUCTURES PER LOT.

THESE RESTRICTIONS ARE ENFORCEABLE BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.

Stacy Scheffel, On-Site Wastewater Program, Travis County - TNR

LOT 1, BLOCK C MAY BE USED AS A COMMERCIAL LOT.

LOTS 1 AND 2, BLOCK B, AND LOT 1, BLOCK C, ARE PROHIBITED FROM DIRECT DRIVEWAY ACCESS TO HAMILTON POOL ROAD (RM 3238).

PROPERTY OWNERS OWN THEIR RESPECTIVE PORTIONS OF JOINT USE ACCESS EASEMENTS AND ARE REQUIRED TO MAINTAIN THE EASEMENTS AND ANY COMMON DRIVEWAYS.

THE FOLLOWING USES ARE PROHIBITED WITHIN ANY OF THE BOUNDARIES OF TRAVIS COUNTY BUFFER ZONES: POOLS, HOUSEPADS, DETACHED GARAGES, CARPORTS, PLAYSCAPES, POOL HOUSES AND ANY SEPTIC RELATED FACILITIES.

ALLOWED USES ARE: FENCES, UTILITY LINES, HIKING, JOGGING AND WALKING TRAILS.

THESE RESTRICTIONS APPLY TO: BLOCK B- LOTS 1 THRU 8, BLOCK C- LOTS 1, 2, 3, 6, 7, 8, & 9.

DRIVEWAY ACCESS TO THE FOLLOWING LOTS IS LIMITED TO THE STREETS LISTED IN THE TABLE BELOW:

BLOCK C, LOT 7 - WINDECKER COVE, BLOCK C, LOT 12 - WINDECKER COVE.

WITHIN A SIGHT DISTANCE EASEMENT ANY OBSTRUCTION OF SIGHT DISTANCE BY VEGETATION, FENCING, EARTHWORK, BUILDINGS, SIGNS OR ANY OTHER OBJECT WHICH IS DETERMINED TO CAUSE A TRAFFIC HAZARD IS PROHIBITED AND MAY BE REMOVED BY ORDER OF COMMISSIONERS' COURT AT OWNERS EXPENSE. THE PROPERTY OWNER IS TO MAINTAIN AN UNOBSTRUCTED VIEW CORRIDOR WITHIN THE BOUNDS OF SUCH EASEMENT AT ALL TIMES.

DRAINAGE AND LATERAL SUPPORT BASEMENTS 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 BASEMENTS ONLY IN THOSE WAYS THAT ARE CONSISTENT WITH THE CONSTRUCTION, INSTALLATION, AND MAINTENANCE OF THE DRAINAGE AND LATERAL SUPPORT EASEMENTS DEDICATED HEREIN. PROPERTY OWNERS MAY DO NOTHING THAT WOULD IMPAIR, DAMAGE, OR DESTROY THE DRAINAGE AND LATERAL SUPPORT BASEMENTS. TRAVIS COUNTY AND ITS SUCCESSORS AND ASSIGNS HAVE THE RIGHT TO USE SO MUCH OF THE SURFACE OF THE PROPERTY WITHIN THE BASEMENTS AS MAY BE REASONABLY NECESSARY TO CONSTRUCT, INSTALL, AND MAINTAIN DRAINAGE AND LATERAL SUPPORT FACILITIES WITHIN THE BASEMENTS.

PARKLAND TREES FOR 22 LOTS HAVE BEEN SATISFIED WITH THIS PLAT.

ESMT. LINE AND CURVE TABLES

Table with columns: LINE, BEARING, DISTANCE. Rows 1.1 to 1.7.

Table with columns: LINE, BEARING, DISTANCE. Rows 1.8 to 1.17.

Table with columns: LINE, BEARING, DISTANCE. Rows 1.18 to 1.27.

Table with columns: LINE, BEARING, DISTANCE. Rows 1.28 to 1.37.

Table with columns: LINE, BEARING, DISTANCE. Rows 1.38 to 1.47.

Table with columns: LINE, BEARING, DISTANCE. Rows 1.48 to 1.57.

Table with columns: LINE, BEARING, DISTANCE. Rows 1.58 to 1.67.

Table with columns: LINE, BEARING, DISTANCE. Rows 1.68 to 1.77.

Table with columns: CURVE, RADIUS, ARC, CHORD, BEARING, DELTA. Rows C50 to C73.

ROW & LOTS CURVE TABLE

Table with columns: CURVE, RADIUS, ARC, CHORD, BEARING, DELTA. Rows C1 to C35.

Table with columns: USE, LAND USE SCHEDULE, AREA (SF), AREA (AC), # OF LOTS. Rows Residential Lots, Commercial Lot, Open Space Lot, Total.

Table with columns: STREET NAME, STREET WIDTH, STREET LENGTH. Rows Chris Drive, Stratus Drive, Windecker Cove.

TOTAL: 2408 L.F.

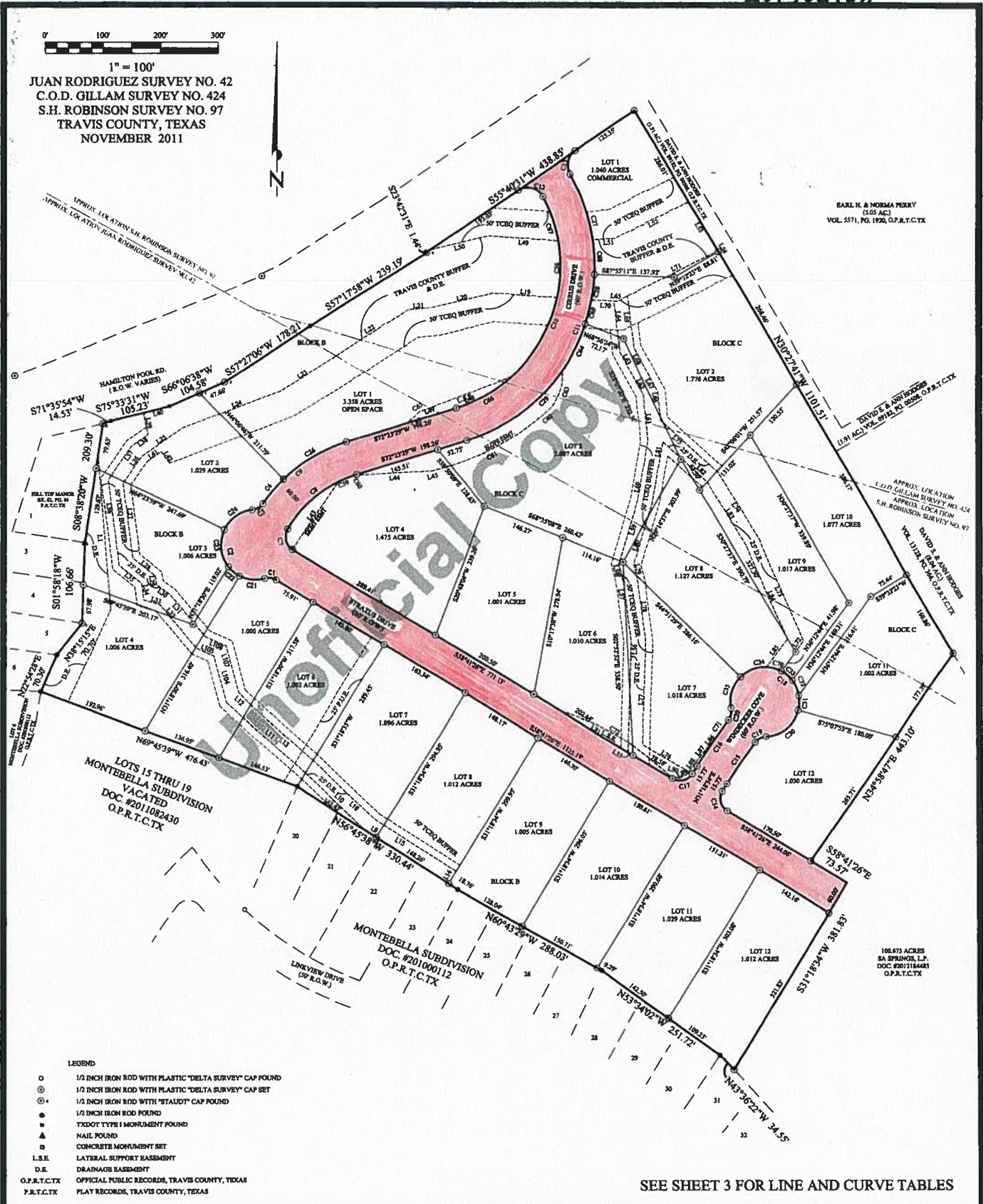
VISTANCIA SECTION ONE

Delta Survey Group Inc.

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

SHEET 3 OF 4

201300188



1" = 100'
 JUAN RODRIGUEZ SURVEY NO. 42
 C.O.D. GILLAM SURVEY NO. 424
 S.H. ROBINSON SURVEY NO. 97
 TRAVIS COUNTY, TEXAS
 NOVEMBER 2011

BARL H. & NORMA PERRY
 (3.05 AC)
 VOL. 5571, PG. 1920, O.P.R.T.C.T.X

APPROX. LOCATION
 C.O.D. GILLAM SURVEY NO. 424
 APPROX. LOCATION
 S.H. ROBINSON SURVEY NO. 97

LOTS 15 THRU 19
 MONTEBELLA SUBDIVISION
 VACATED
 DOC #2011082430
 O.P.R.T.C.T.X

MONTEBELLA SUBDIVISION
 DOC #201000112
 O.P.R.T.C.T.X

10.673 ACRES
 SA SPRINGS, L.P.
 DOC #2012184481
 O.P.R.T.C.T.X

- LEGEND
- 1/2 INCH IRON ROD WITH PLASTIC "DELTA SURVEY" CAP FOUND
 - ⊙ 1/2 INCH IRON ROD WITH PLASTIC "DELTA SURVEY" CAP SET
 - ⊕ 1/2 INCH IRON ROD WITH "STANDARD" CAP FOUND
 - 1/2 INCH IRON ROD FOUND
 - ⊛ TYPED TYPE I MONUMENT FOUND
 - ▲ NAIL FOUND
 - ⊙ CONCRETE MONUMENT SET
 - L.S.E. LATERAL SUPPORT EASEMENT
 - D.E. DRAINAGE EASEMENT
 - O.P.R.T.C.T.X OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
 - P.R.T.C.T.X PLAT RECORDS, TRAVIS COUNTY, TEXAS

SEE SHEET 3 FOR LINE AND CURVE TABLES

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

VISTANCIA SECTION ONE

SHEET
 4
 OF
 4



TRV 201300189
5 PGS

PLAT

PLAT RECORDS INDEX SHEET:

SUBDIVISION NAME: VISTANCIA SECTION TWO

OWNERS NAME: S.A. SPRINGS, L.P.

RESUBDIVISION? YES NO

ADDITIONAL RESTRICTIONS / COMMENTS:

DOC# 2013169791--TAX CERTIFICATE
DOC# 2013169792--JOINT ACCESS DRIVE AGREEMENT AND DEVELOPMENT
AREA DESIGNATION

RETURN:

TRAVIS COUNTY, TNR
SARAH SUMNER
PICK-UP

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

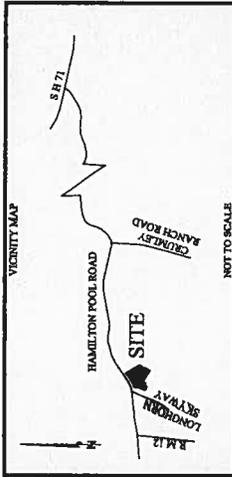
Dana DeBeauvoir

Sep 12, 2013 01:34 PM 201300189
MITCHELLM: \$156.00

Dana DeBeauvoir, County Clerk
Travis County TEXAS

VISTANCIA SECTION TWO

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.

VISTANCIA SECTION TWO

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

201300189

08-12-2013

#156.00

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS THAT SA STRINGS, L.P., A TEXAS LIMITED PARTNERSHIP, ACTING
HEREIN AND THROUGH JOHN COAK, PRESIDENT; OWNER OF 22.812 ACRES OF LAND LOCATED IN THE JUAN
RODRIGUEZ SURVEY NUMBER 42, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 100.673 ACRE TRACT
DESCRIBED IN DOCUMENT NUMBER 2012184483 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY,
TEXAS. THE UNDERSIGNED OWNER DOES HEREBY SUBDIVIDE SAID 22.812 ACRES PURSUANT TO CHAPTER
201, SUBSECTION 10, OF THE TEXAS CONSTITUTION AND THE VISTANCIA, SECTION ONE, SUBJECT TO THE COVENANTS AND RESTRICTIONS SHOWN HEREON, AND DO
HEREBY DEDICATE TO THE PUBLIC, THE STREETS, AND EASEMENTS HEREON, SUBJECT TO ANY EASEMENTS
AND OR RESTRICTIONS GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS 20 DAY OF November 2012 A.D.

BY: [Signature]
JOHN COAK, PRESIDENT, STRINGS, L.P.
8635 RIVERBEND DRIVE
THE WOODLANDS, TEXAS 77380

11/20/12
DATE

STATE OF Texas
COUNTY OF TRAVIS
BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED JOHN COAK, KNOWN TO ME TO BE
THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME
THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE
CAPACITY THEREIN STATED.



NOTARY PUBLIC IN AND FOR THE STATE OF Texas
MY COMMISSION EXPIRES: 05/17 2015 A.D.

NO PORTION OF THIS TRACT LIES WITHIN THE DESIGNATED 100 YEAR FLOOD PLAIN AS DEFINED BY
F.E.M.A. MAP 48433095H, DATED SEPTEMBER 26, 2008.

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



DAVID T. SMITH, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 67845
DAVID T. SMITH, P.E.
1300 BEE CAVE PARKWAY
BEE CAVE, TEXAS 78738

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

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



JOHN E BRAUTGAM
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 18873 STATE OF TEXAS
DELTA SURVEY GROUP, INC.
8213 BROOKHURST AVE, STE 102
AUSTIN, TEXAS 78745

11/14/12
DATE

Delta Survey Group Inc.
8213 Brockhurst Lane, Ste. 102, Austin, TX, 78745
office: (512) 282-5200 fax (512) 282-5130

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

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 FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS
OBLIGATION, THE OWNERS(S) MUST POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF
THE IMPROVEMENTS. THE OWNERS(S) OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO
POST FISCAL SECURITY SHALL BE THE OBLIGATION OF THE OWNERS(S) AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE
COUNTY, OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

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

THIS SUBDIVISION IS SUBJECT TO THE COVENANTS AND RESTRICTIONS RECORDED IN DOCUMENT NO. 2013101449, OF THE
OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

OWNERS OF LOTS 1, 2, 3, 4, 5 AND 6 IN THIS SUBDIVISION ARE SUBJECT TO A FRONT ACCESS DRIVE AGREEMENT RECORDED IN
DOCUMENT NO. 2013101449, OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

VISTANCIA SECTION 7 AND SECTION 3 MUST BE PLATTED CONCURRENTLY WITH APPROVABLE CONSTRUCTION PLANS AND
FISCAL POSTING AND RECORDED TOGETHER BECAUSE OF THE NEED FOR A SECONDARY ACCESS.

PARKLAND FEE FOR 20 LOTS HAVE BEEN SATISFIED WITH THIS PLAT.

STATE OF TEXAS
COUNTY OF TRAVIS:

I, DANA DEBEAUVOUR, CLERK OF THE COUNTY COURT OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING
PLAT ON THE 20 DAY OF November 2012 A.D. AT 11:34 O'CLOCK P.M. DULY RECORDED ON
THIS 10 DAY OF November 2012 A.D. AT 1:30 O'CLOCK P.M. OFFICIAL PUBLIC RECORDS OF SAID
COUNTY AND STATE IN DOCUMENT NO. 2013101449, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE 29th
DAY OF August, 2013 A.D.

DANA DEBEAUVOUR, COUNTY CLERK
TRAVIS COUNTY, TEXAS



[Signature]
Deputy

STATE OF TEXAS
COUNTY OF TRAVIS:

I, DANA DEBEAUVOUR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING
PLAT ON THE 12 DAY OF September 2012 A.D. AT 11:34 O'CLOCK P.M. DULY RECORDED ON
THIS 10 DAY OF September 2012 A.D. AT 1:30 O'CLOCK P.M. OFFICIAL PUBLIC RECORDS OF SAID
COUNTY AND STATE IN DOCUMENT NO. 2013101449, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 12 DAY OF September,
2012 A.D.

DANA DEBEAUVOUR, COUNTY CLERK
TRAVIS COUNTY, TEXAS



[Signature]
Deputy

VISTANCIA SECTION TWO

TRAVIS COUNTY WATER QUALITY NOTES, COUNTY CODE CHAPTER 82

1. NO CUT OR FILL ON ANY LOT MAY EXCEED 8 FEET, EXCLUDING DRIVEWAYS. [§2.299(D)]
2. BUFFER ZONE EASEMENTS FOR ENVIRONMENTALLY VALUABLE FEATURES [§2.296(C)], INCLUDING BUFFERS, CANYON EASEMENTS, AND TECHNICAL BUFFER ZONES, SHALL MAINTAIN ALL DRAINAGE EASEMENTS DESIGNATED AS WATER QUALITY BUFFERS, HAVE THE FOLLOWING RESTRICTIONS:
 - NATURAL VEGETATIVE COVER MUST BE RETAINED TO THE MAXIMUM EXTENT PRACTICABLE; CONSTRUCTION IS PROHIBITED.
 - WASTEWATER DISPOSAL OR IRRIGATION IS PROHIBITED.
 - RESIDENTIAL YARDS AND HIKING TRAILS MAY BE LOCATED WITHIN THE BUFFER IF AT LEAST 50 FEET FROM THE FEATURE.
3. THE WATERWAY BUFFER ZONE EASEMENT MUST REMAIN UNDEVELOPED EXCEPT FOR:
 - PARK OR SIMILAR OPEN SPACE USE, LIMITED TO HIKING, JOGGING, OR WALKING TRAILS AND OUTDOOR FACILITIES, AND EXCLUDING STABLES AND CORNALS FOR ANIMALS, IS PERMITTED ONLY IF UTILITY LINE CROSSINGS, IF DESIGNED AND CONSTRUCTED TO MINIMIZE SITE DISTURBANCE, AND WATERWAY POLLUTION TO THE GREATEST EXTENT PRACTICABLE.
 - DETENTION BASINS AND FLOODPLAIN ALTERATIONS ARE PERMITTED IF THE REQUIREMENTS OF CODE SECTION 82.307 AND OTHER PROVISIONS OF THIS CHAPTER ARE MET.
4. CONSTRUCTION ACTIVITIES ON INDIVIDUAL LOTS ARE REQUIRED TO INCLUDE TEMPORARY AND PERMANENT EROSION AND SEDIMENT CONTROL MEASURES TO PREVENT SOIL LOSS AND TO MAINTAIN QUALITY. LOT CONSTRUCTION ACTIVITIES DISTURBING ONE ACRE OR GREATER, OR LESS THAN ONE ACRE AND PART OF A LARGER COMMON PLAN OF DEVELOPMENT, ARE ALSO REQUIRED TO IMPLEMENT A STORM WATER POLLUTION PREVENTION PLAN WITH BEST MANAGEMENT PRACTICES (BMPs) INCLUDING ESCs.
5. THE OWNER SHALL BE RESPONSIBLE FOR MAINTAINING ANY AND ALL REMAINING STORM WATER QUALITY CONTROLS REQUIRED BY THE TRAVIS COUNTY CODE. THE TRAVIS COUNTY CODE FOR ENVIRONMENTAL QUALITY (TC80) EDWARDS ACQUEDUCT CONTRIBUTING ZONE PROGRAM (EACZ) CHAPTER 212, IN A PROPER MANNER CONSISTENT WITH COUNTY AND STATE STANDARDS THERE; RESPONSIBILITIES SHALL BE DESCRIBED IN A WRITTEN AGREEMENT SIGNED BY THE LANDOWNER AND PROVIDED TO THE COUNTY, IF DEEMED NECESSARY BY THE COUNTY PRIOR TO FINAL COMPLETION AND ACCEPTANCE OF ANY APPLICABLE IMPROVEMENTS. THE OWNER SHALL REMAIN RESPONSIBLE FOR MAINTAINING ANY AND ALL REMAINING STORM WATER QUALITY CONTROLS UNTIL THE MAINTENANCE OBLIGATION IS EITHER ASSIGNED OR TRANSFERRED BY A WRITTEN AGREEMENT SIGNED BY THE LANDOWNER AND PROVIDED TO THE COUNTY, IF DEEMED NECESSARY BY THE COUNTY PRIOR TO FINAL COMPLETION AND ACCEPTANCE OF ANY APPLICABLE IMPROVEMENTS. THE OWNER SHALL REMAIN RESPONSIBLE FOR MAINTAINING ANY AND ALL REMAINING STORM WATER QUALITY CONTROLS UNTIL THE MAINTENANCE OBLIGATION IS EITHER ASSIGNED OR TRANSFERRED TO ANOTHER ENTITY, A DISTRICT, OR A MUNICIPALITY, OR OWNERSHIP OF THE PROPERTY IS TRANSFERRED TO ANOTHER ENTITY, WITHIN 30 DAYS OF THE TRANSFER.

TC80 BUFFER NOTE
 AREA WITHIN DESIGNATED TC80 BUFFERS IS PROHIBITED FROM (1) USE FOR WASTEWATER IRRIGATION OR SEPTIC EFFLUENT DISPOSAL, (2) CONSTRUCTION OF BUILDINGS OF ANY TYPE, (3) PARKING LOTS, (4) GOLF COURSES, (5) REMOVAL OF VEGETATION (CEDAR AND MESQUITE CLEARING IS ALLOWED) UNLESS REPLACED WITH NATIVE VEGETATION AND GRASSES. THESE AREAS MAY BE CROSSED BY UTILITIES AND A SINGLE DRIVEWAY IF REQUIRED TO ACCESS A SIGNIFICANT PORTION OF THE SITE, AND USED FOR NATIVE GRASS LAWNS AND FENCES.

LAND USE SCHEDULE

USE	AREA (SF)	AREA (AC)	# OF LOTS
RESIDENTIAL LOTS	911,057	20.915	20
TOTAL	993,690	22.812	20
TOTAL OVERALL	993,690	22.812	20

STREET NAME	STREET WIDTH	STREET LENGTH
STRATUS DRIVE	24'	863 L.F.
STRATUS COVE	24'	430 L.F.
TOTAL:	1291 L.F.	

NO OBJECT, INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT EXCEPT AS APPROVED BY TRAVIS COUNTY. PROPERTY OWNER AND/OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.

ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER AND/OR HIS/HER ASSIGNS. A TRAVIS COUNTY SITE DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.

THIS TRAVIS COUNTY AND NO CITY'S ETC.

OCCUPANCY OF ANY LOT IS PROHIBITED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM OR APPROVED PRIVATE INDIVIDUAL SEWAGE DISPOSAL SYSTEM. OCCUPANCY OF ANY LOT IS PROHIBITED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY FOR THE PROPOSED DEVELOPMENT.

THE WATER SHALL BE SUPPLIED BY THE DEER CREEK WATER COMPANY.

THE WASTEWATER SERVICE SHALL BE SUPPLIED BY OS&F.

RESIDENT NOTE:

A TEN (10) FOOT WIDE EASEMENT FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING PUBLIC UTILITIES IS RETAINED ALONG THE SIDES AND REAR OF ALL LOTS SHOWN HEREON. A TWENTY-FIVE (25) FOOT WIDE EASEMENT FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING PUBLIC UTILITIES IS RETAINED ALONG THE FRONTS OF ALL LOTS SHOWN HEREON. TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM FLAT NOTES:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE WASTEWATER (SEPTIC) SYSTEM THAT HAS BEEN APPROVED AND LICENSED FOR OPERATION BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A ROTABLE WATER SUPPLY FROM AN APPROVED PUBLIC WATER SYSTEM.

NO ON-SITE WASTEWATER SYSTEM MAY BE INSTALLED WITHIN 100 FEET OF PRIVATE WATER WELL NOR MAY AN ON-SITE WASTEWATER DISPOSAL SYSTEM BE INSTALLED WITHIN 150 FEET OF A PUBLIC WELL.

NO CONSTRUCTION MAY BEGIN ON ANY LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM ARE APPROVED BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.

DEVELOPMENT ON EACH LOT IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE TEXAS ADMINISTRATIVE CODE CHAPTER 265 AND CHAPTER 48 OF THE TRAVIS COUNTY CODE THAT ARE IN EFFECT AT THE TIME OF CONSTRUCTION.

RESIDENTIAL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO ONE SINGLE FAMILY DWELLING AND APPURTENANT STRUCTURES PER LOT.

THESE RESTRICTIONS ARE ENFORCEABLE BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.

PROPERTY OWNERS OWN THEIR RESPECTIVE PORTIONS OF JOINT USE ACCESS EASEMENTS AND ARE REQUIRED TO MAINTAIN THE EASEMENTS AND ANY COMMON DRIVEWAYS. THE FOLLOWING USES ARE PROHIBITED WITHIN ANY OF THE BOUNDARIES OF TRAVIS COUNTY BUFFER ZONES: POOL, HOUSEPADS, DETACHED GARAGES, CARPORTS, PLAYSCAPES, POOL HOUSES, AND SEPTIC RELATED FACILITIES.

ALLOWED USES ARE: FENCES, UTILITY LINES, HIKING, JOGGING AND WALKING TRAILS.

THESE RESTRICTIONS APPLY TO: BLOCK C - LOTS 3 THRU 7

DRIVEWAY ACCESS TO THE FOLLOWING LOTS IS LIMITED TO THE STREETS LISTED IN THE TABLE BELOW:

BLOCK C, LOT 17 - STRATUS COVE.
 BLOCK D, LOT 9 - STRATUS COVE.

IF A RIGHT DISTANCE EASEMENT ANY OTHER DISTANCE OF SEPTIC DISTANCE BY VEGETATION, FENCING, BARTWORK, BUILDINGS, SIGNS OR ANY OTHER OBJECT WHICH IS DETERMINED TO CAUSE A TRIP HAZARD IS PROHIBITED AND MAY BE REMOVED BY ORDER OF COMMISSIONERS' COURT AT OWNER'S EXPENSE. THE PROPERTY OWNER IS TO MAINTAIN AN UNOBSTRUCTED VIEW CORRIDOR WITHIN THE BOUNDS OF SUCH EASEMENT AT ALL TIMES.

DRAINAGE AND LATERAL SUPPORT EASEMENTS TO THE LIMITS SHOWN ON THIS PLAN ARE HEREBY DEDICATED TO THE PUBLIC FOR THE CONSTRUCTION, MAINTENANCE, AND THE RIGHT TO PLACE BARTHER FILL FOR DRAINAGE AND LATERAL SUPPORT FOR PUBLIC ROADWAYS ON THIS PLAN. 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 EASEMENTS. TRAVIS COUNTY AND ITS SUCCESSORS AND ASSIGNS HAVE THE RIGHT TO USE SO MUCH OF THE SURFACE OF THE PROPERTY WITHIN THE EASEMENTS AS MAY BE REASONABLY NECESSARY TO CONSTRUCT, INSTALL, AND MAINTAIN DRAINAGE AND LATERAL SUPPORT FACILITIES WITHIN THE EASEMENTS.

STACEY SCHEFFEL
 ON-SITE WASTEWATER PROGRAM
 TRAVIS COUNTY - TX
 8/11/15
 DATE

VISTANCIA

SECTION TWO

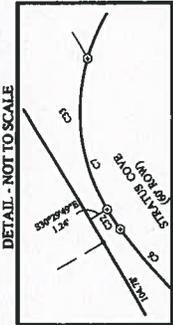
SHEET 3 OF 5

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

20130018

CURVE	BAKERS	AC.	ORDID	BEARING	DELTA
C1	51.97	0.17	111.11	S111°11'11"W	111.11
C2	51.97	0.17	111.11	S111°11'11"W	111.11
C3	51.97	0.17	111.11	S111°11'11"W	111.11
C4	51.97	0.17	111.11	S111°11'11"W	111.11
C5	51.97	0.17	111.11	S111°11'11"W	111.11
C6	51.97	0.17	111.11	S111°11'11"W	111.11
C7	51.97	0.17	111.11	S111°11'11"W	111.11
C8	51.97	0.17	111.11	S111°11'11"W	111.11
C9	51.97	0.17	111.11	S111°11'11"W	111.11
C10	51.97	0.17	111.11	S111°11'11"W	111.11
C11	51.97	0.17	111.11	S111°11'11"W	111.11
C12	51.97	0.17	111.11	S111°11'11"W	111.11
C13	51.97	0.17	111.11	S111°11'11"W	111.11
C14	51.97	0.17	111.11	S111°11'11"W	111.11
C15	51.97	0.17	111.11	S111°11'11"W	111.11
C16	51.97	0.17	111.11	S111°11'11"W	111.11
C17	51.97	0.17	111.11	S111°11'11"W	111.11
C18	51.97	0.17	111.11	S111°11'11"W	111.11
C19	51.97	0.17	111.11	S111°11'11"W	111.11
C20	51.97	0.17	111.11	S111°11'11"W	111.11
C21	51.97	0.17	111.11	S111°11'11"W	111.11
C22	51.97	0.17	111.11	S111°11'11"W	111.11
C23	51.97	0.17	111.11	S111°11'11"W	111.11
C24	51.97	0.17	111.11	S111°11'11"W	111.11
C25	51.97	0.17	111.11	S111°11'11"W	111.11
C26	51.97	0.17	111.11	S111°11'11"W	111.11
C27	51.97	0.17	111.11	S111°11'11"W	111.11
C28	51.97	0.17	111.11	S111°11'11"W	111.11
C29	51.97	0.17	111.11	S111°11'11"W	111.11
C30	51.97	0.17	111.11	S111°11'11"W	111.11
C31	51.97	0.17	111.11	S111°11'11"W	111.11
C32	51.97	0.17	111.11	S111°11'11"W	111.11
C33	51.97	0.17	111.11	S111°11'11"W	111.11
C34	51.97	0.17	111.11	S111°11'11"W	111.11
C35	51.97	0.17	111.11	S111°11'11"W	111.11
C36	51.97	0.17	111.11	S111°11'11"W	111.11
C37	51.97	0.17	111.11	S111°11'11"W	111.11
C38	51.97	0.17	111.11	S111°11'11"W	111.11
C39	51.97	0.17	111.11	S111°11'11"W	111.11
C40	51.97	0.17	111.11	S111°11'11"W	111.11

LINE	BEARING	DISTANCE
L1	S89°28'11"W	73.57
L2	S89°28'11"W	73.57
L3	S89°28'11"W	73.57
L4	S89°28'11"W	73.57
L5	S89°28'11"W	73.57
L6	S89°28'11"W	73.57
L7	S89°28'11"W	73.57
L8	S89°28'11"W	73.57
L9	S89°28'11"W	73.57
L10	S89°28'11"W	73.57
L11	S89°28'11"W	73.57
L12	S89°28'11"W	73.57
L13	S89°28'11"W	73.57
L14	S89°28'11"W	73.57
L15	S89°28'11"W	73.57
L16	S89°28'11"W	73.57
L17	S89°28'11"W	73.57
L18	S89°28'11"W	73.57
L19	S89°28'11"W	73.57
L20	S89°28'11"W	73.57



1" = 100'

JUAN RODRIGUEZ SURVEY NO. 42
S.H. ROBINSON SURVEY NO. 97
TRAVIS COUNTY, TEXAS
NOVEMBER 2011



- LEGEND
- 10 INCH IRON ROD WITH PLASTIC DELTA SURVEY - CAP FOUND
 - ⊙ 10 INCH IRON ROD WITH PLASTIC DELTA SURVEY - CAP SET
 - ⊙ 10 INCH IRON ROD WITH 'TALLOTT' CAP FOUND
 - ⊙ 10 INCH IRON ROD FOUND
 - TUBOIT TYPE MONUMENT FOUND
 - NAIL FOUND
 - CONCRETE MONUMENT SET
 - LATERAL SUPPORT EMBANKMENT
 - DRAINAGE EMBANKMENT
 - D.E. OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
 - O.P.R.T.C.TX OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
 - P.A.T.C.TX ENVYEL - 50' ENVIRONMENTALLY VALUABLE FEATURE BUFFER ZONE

VISTANCIA SECTION TWO

201300189



TRV 201300190
4 PGS

PLAT

PLAT RECORDS INDEX SHEET:

SUBDIVISION NAME: VISTANCIA SECTION THREE

OWNERS NAME: S.A. SPRINGS, L.P.

RESUBDIVISION? YES NO

ADDITIONAL RESTRICTIONS / COMMENTS:

DOC# 2013169793--TAX CERTIFICATE

RETURN:

TRAVIS COUNTY, TNR
SARAH SUMNER
PICK-UP

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

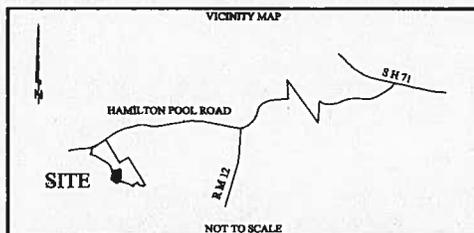
Sep 12, 2013 01:34 PM 201300190

MITCHELLM: \$129.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

VISTANCIA SECTION THREE



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.

201300190

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS THAT SA SPRINGS, L.P., A TEXAS LIMITED PARTNERSHIP, ACTING HEREIN AND THROUGH JOHN CORK, PRESIDENT; OWNER OF 9.965 ACRES OF LAND LOCATED IN THE JUAN RODRIGUEZ SURVEY NUMBER 42, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 100.673 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 2012184483 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. THE UNDERSIGNED OWNER DOES HEREBY SUBDIVIDE SAID 9.965 ACRES PURSUANT TO CHAPTER 232 OF THE LOCAL GOVERNMENT CODE OF TEXAS, IN ACCORDANCE WITH THIS PLAT, TO BE KNOWN AS VISTANCIA SECTION ONE, SUBJECT TO THE COVENANTS AND RESTRICTIONS SHOWN HERON, AND DO HEREBY DEDICATE TO THE PUBLIC, THE STREETS, AND EASEMENTS HERON, SUBJECT TO ANY EASEMENTS AND OR RESTRICTIONS GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS 20 DAY OF NOVEMBER 2012 A.D.

BY: [Signature]
JOHN CORK, PRESIDENT, SA SPRINGS, L.P.
8655 SOUTH PINE DRIVE
TEMPE, ARIZONA 85284

11/20/12
DATE

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

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

THE AUTHORIZATION OF THIS 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 ERCT TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMIT, STOP SIGNS, AND YIELD SIGNS, WHICH IS CONSIDERED TO BE PART OF THE DEVELOPER'S CONSTRUCTION.

OWNERS IN THE SUBDIVISION ARE BOUND TO THE HOME OWNERS AGREEMENT IN DOCUMENT NUMBER 2013101449 OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

THIS SUBDIVISION IS SUBJECT TO THE COVENANTS AND RESTRICTIONS RECORDED IN DOCUMENT NO. 2013101449 OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

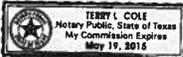
VISTANCIA SECTION 2 AND SECTION 3 MUST BE PLATTED CONCURRENTLY WITH APPROVABLE CONSTRUCTION PLANS AND FISCAL POSTING AND RECORDED TOGETHER BECAUSE OF THE NEED FOR A SECONDARY ACCESS.

PARKLAND FEES FOR 8 LOTS HAVE BEEN SATISFIED WITH THIS PLAT.

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED JOHN CORK, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES 05/19 2015 A.D.



NO PORTION OF THIS TRACT LIES WITHIN THE DESIGNATED 100 YEAR FLOOD PLAIN AS DEFINED BY F.E.M.A. MAP 4845300395H, DATED SEPTEMBER 26, 2008.

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

[Signature]
DAVID T. SMITH, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 67545
DAVID T. SMITH, P.E.
13200 BEE CAVE PARKWAY
BEE CAVE, TEXAS 78738



STATE OF TEXAS:
COUNTY OF TRAVIS:

I, DANA DEBEAUVOIR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE 17 DAY OF August, 2013 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 29th DAY OF August, 2013 A.D.

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

[Signature]
DEPUTY
[Signature]



STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

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

11/16/12
DATE
[Signature]
JOHN E BRAUTIGAM
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 5057 STATE OF TEXAS
DELTA SURVEY GROUP, INC.
8213 BRODIE LANE, STE 102
AUSTIN, TEXAS 78745



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 12 DAY OF September, 2013 A.D. AT 1:34 O'CLOCK P.M. DULY RECORDED ON THE 12 DAY OF September, 2013 A.D. AT 1:34 O'CLOCK P.M. OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NO. 201300190 OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 12th DAY OF September, 2013 A.D.

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

[Signature]
DEPUTY
[Signature]



201300190

NO OBJECT, INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT EXCEPT AS APPROVED BY TRAVIS COUNTY.

PROPERTY OWNER AND/OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.

ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER AND/OR HIS/HER ASSIGNS.

A TRAVIS COUNTY SITE DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.

THIS PLAT IS IN TRAVIS COUNTY AND NO CITY'S ETI.

OCCUPANCY OF ANY LOT IS PROHIBITED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM OR APPROVED PRIVATE INDIVIDUAL SEWAGE DISPOSAL SYSTEM.

OCCUPANCY OF ANY LOT IS PROHIBITED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY FOR THE PROPOSED DEVELOPMENT.

THE WATER SHALL BE SUPPLIED BY THE DEER CREEK WATER COMPANY.

THE WASTEWATER SERVICE SHALL BE SUPPLIED BY OSSF.

RESIDENT NOTE:

A TEN (10) FOOT WIDE EASEMENT FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING PUBLIC UTILITIES IS RETAINED ALONG THE SIDES AND REAR OF ALL LOTS SHOWN HEREBON.

A TWENTYFIVE (25) FOOT WIDE EASEMENT FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING PUBLIC UTILITIES IS RETAINED ALONG THE FRONTS OF ALL LOTS SHOWN HEREBON.

TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM PLAT NOTES:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE WASTEWATER (SEPTIC) SYSTEM THAT HAS BEEN APPROVED AND LICENSED FOR OPERATION BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A POTABLE WATER SUPPLY FROM AN APPROVED PUBLIC WATER SYSTEM.

NO ON-SITE WASTEWATER SYSTEM MAY BE INSTALLED WITHIN 100 FEET OF PRIVATE WATER WELL NOR MAY AN ON-SITE WASTEWATER DISPOSAL SYSTEM BE INSTALLED WITHIN 150 FEET OF A PUBLIC WELL.

NO CONSTRUCTION MAY BEGIN ON ANY LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM ARE APPROVED BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.

DEVELOPMENT ON EACH LOT IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE TEXAS ADMINISTRATIVE CODE CHAPTER 285 AND CHAPTER 48 OF THE TRAVIS COUNTY CODE THAT ARE IN EFFECT AT THE TIME OF CONSTRUCTION.

RESIDENTIAL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO ONE SINGLE FAMILY DWELLING AND APPURTENANT STRUCTURES PER LOT.

THESE RESTRICTIONS ARE ENFORCEABLE BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.

TRAVIS COUNTY WATER QUALITY NOTES, COUNTY CODE CHAPTER 82

1. NO CUT OR FILL ON ANY LOT MAY EXCEED 6 FEET, EXCLUDING DRIVEWAYS. (§2.209(D))
2. BUFFER ZONE EASEMENTS FOR ENVIRONMENTALLY VALUABLE FEATURES (§2.209(C)), INCLUDING BLUFFS, CANYON RIMROCKS, POINT RECHARGE FEATURES, WETLANDS, SPRINGS, AND INCLUDING ALL DRAINAGE EASEMENTS DESIGNATED AS WATER QUALITY BUFFERS, HAVE THE FOLLOWING RESTRICTIONS:
 - NATURAL VEGETATIVE COVER MUST BE RETAINED TO THE MAXIMUM EXTENT PRACTICABLE;
 - CONSTRUCTION IS PROHIBITED.
 - WASTEWATER DISPOSAL OR IRRIGATION IS PROHIBITED.
 - RESIDENTIAL YARDS AND HIKING TRAILS MAY BE LOCATED WITHIN THE BUFFER IF AT LEAST 50 FEET FROM THE FEATURE.
3. THE WATERWAY BUFFER ZONE EASEMENT MUST REMAIN UNDEVELOPED EXCEPT FOR:
 - FENCES WHICH DO NOT OBSTRUCT FLOOD FLOWS
 - PARK OR SIMILAR OPEN SPACE USE, LIMITED TO HIKING, JOGGING, OR WALKING TRAILS AND OUTDOOR FACILITIES, AND EXCLUDING STABLES AND CORRALS FOR ANIMALS, IS PERMITTED ONLY IF A PROGRAM OF FERTILIZER, PESTICIDE OR HERBICIDE USE IS APPROVED.
 - UTILITY LINE CROSSINGS, IF DESIGNED AND CONSTRUCTED TO MINIMIZE SITE DISTURBANCE AND WATERWAY POLLUTION TO THE GREATEST EXTENT PRACTICABLE.
 - DETENTION BASINS AND FLOODPLAIN ALTERATIONS ARE PERMITTED IF THE REQUIREMENTS OF CODE SECTION 82.207 AND OTHER PROVISIONS OF THIS CHAPTER ARE MET.
4. CONSTRUCTION ACTIVITIES ON INDIVIDUAL LOTS ARE REQUIRED TO IMPLEMENT TEMPORARY AND PERMANENT EROSION AND SEDIMENT CONTROLS (ESCS) FOR PROTECTION OF STORM WATER RUNOFF QUALITY. LOT CONSTRUCTION ACTIVITIES DISTURBING ONE ACRE AND GREATER, OR LESS THAN ONCE ACRE AND PART OF A LARGER COMMON PLAN OF DEVELOPMENT, ARE ALSO REQUIRED TO IMPLEMENT A STORM WATER POLLUTION PREVENTION PLAN WITH BEST MANAGEMENT PRACTICES (BMPs) INCLUDING ESCS.
5. THE OWNER SHALL BE RESPONSIBLE FOR MAINTAINING ANY AND ALL PERMANENT STORM WATER QUALITY CONTROLS REQUIRED BY THE TRAVIS COUNTY CODE OR THE TEXAS COMMISSION FOR ENVIRONMENTAL QUALITY (TCEQ) EDWARDS AQUIFER CONTRIBUTING ZONE PROGRAM, 30 TAC, CHAPTER 213, IN A PROPER MANNER CONSISTENT WITH COUNTY AND STATE STANDARDS. THESE RESPONSIBILITIES SHALL BE DESCRIBED IN A WRITTEN AGREEMENT SIGNED BY THE LANDOWNER AND PROVIDED TO THE COUNTY, IF DEEMED NECESSARY BY THE COUNTY PRIOR TO FINAL COMPLETION AND ACCEPTANCE OF ANY APPLICABLE IMPROVEMENTS. THE OWNER SHALL REMAIN RESPONSIBLE FOR MAINTENANCE UNTIL THE MAINTENANCE OBLIGATION IS EITHER ASSUMED IN WRITING BY ANOTHER ENTITY HAVING OWNERSHIP OR CONTROL OF THE PROPERTY, INCLUDING AN OWNERS' ASSOCIATION, A DISTRICT, OR A MUNICIPALITY, OR OWNERSHIP OF THE PROPERTY IS TRANSFERRED TO ANOTHER ENTITY. A COPY OF THE ASSUMPTION OR TRANSFER OF RESPONSIBILITY SHALL BE FILED WITH THE COUNTY WITHIN 30 DAYS OF THE TRANSFER.

for Stacey Schepfel 8/1/13
 ON-SITE WASTEWATER PROGRAM
 TRAVIS COUNTY - TNR
 DATE

PROPERTY OWNERS OWN THEIR RESPECTIVE PORTIONS OF JOINT USE ACCESS EASEMENTS AND ARE REQUIRED TO MAINTAIN THE EASEMENTS AND ANY COMMON DRIVEWAYS.

THE FOLLOWING USES ARE PROHIBITED WITHIN ANY OF THE BOUNDARIES OF TRAVIS COUNTY BUFFER ZONES: POOLS, HOUSEPADS, DETACHED GARAGES, CARPORTS, PLAYSCAPES, POOL HOUSES AND ANY SEPTIC RELATED FACILITIES.

DRIVEWAY ACCESS TO THE FOLLOWING LOTS IS LIMITED TO THE STREETS LISTED IN THE TABLE BELOW:

LOT 10 BLOCK D	AVION DRIVE
LOT 16 BLOCK E	AVION DRIVE

WITHIN A SIGHT DISTANCE EASEMENT ANY OBSTRUCTION OF SIGHT DISTANCE BY VEGETATION, FENCING, EARTHWORK, BUILDINGS, SIGNS OR ANY OTHER OBJECT WHICH IS DETERMINED TO CAUSE A TRAFFIC HAZARD IS PROHIBITED AND MAY BE REMOVED BY ORDER OF COMMISSIONERS' COURT AT OWNER'S EXPENSE. THE PROPERTY OWNER IS TO MAINTAIN AN UNOBSTRUCTED VIEW CORRIDOR WITHIN THE BOUNDS OF SUCH EASEMENT AT ALL TIMES.

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 EASEMENTS DEDICATED HEREIN. PROPERTY OWNERS MAY DO NOTHING THAT WOULD IMPAIR, DAMAGE, OR DESTROY THE DRAINAGE AND LATERAL SUPPORT EASEMENTS. TRAVIS COUNTY AND ITS SUCCESSORS AND ASSIGNS HAVE THE RIGHT TO USE SO MUCH OF THE SURFACE OF THE PROPERTY WITHIN THE EASEMENTS AS MAY BE REASONABLY NECESSARY TO CONSTRUCT, INSTALL, AND MAINTAIN DRAINAGE AND LATERAL SUPPORT FACILITIES WITHIN THE EASEMENTS.

LAND USE SCHEDULE
 USE AREA (SF) AREA (AC) # OF LOTS

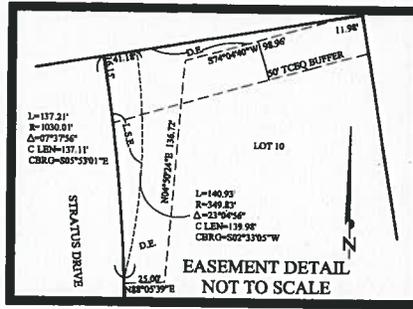
USE	AREA (SF)	AREA (AC)	# OF LOTS
RESIDENTIAL LOTS	371,349	8.525	8
ROW	62,726	1.440	
TOTAL	434,075	9.965	8

STREET NAME	STREET WIDTH	STREET LENGTH
AVION DRIVE	24'	209 L.F.
STRATUS DRIVE	24'	866 L.F.
TOTAL:		1075 L.F.

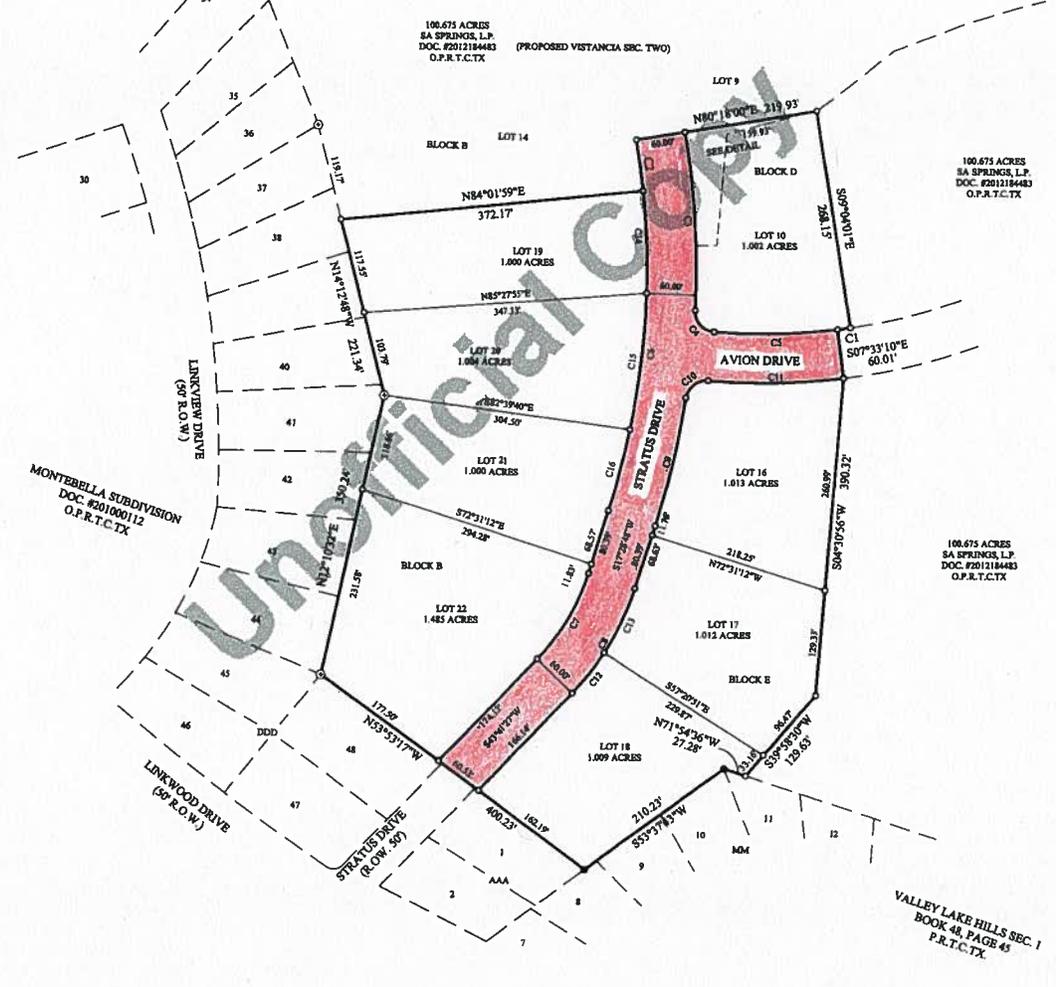
201300190



1" = 100'
 JUAN RODRIGUEZ SURVEY NO. 42
 TRAVIS COUNTY, TEXAS
 AUGUST 2012



CURVE	RADIUS	ARC	CHORD	BEARING	DELTA
C1	720.00	15.61	15.61	S81°49'34"W	1°14'33"
C2	978.00	63.29	63.19	N07°09'04"E	3°42'59"
C3	1806.00	219.21	218.79	S00°36'11"E	12°11'24"
C4	33.80	38.57	34.87	S41°38'43"E	8°18'43"
C5	720.00	147.88	147.82	N88°19'23"E	11°46'05"
C6	978.00	396.99	394.21	N02°42'20"E	23°28'38"
C7	276.00	123.52	122.44	E00°32'00"W	20°12'29"
C8	336.00	156.80	149.65	E00°32'00"W	20°12'29"
C9	1036.00	161.99	161.82	N12°58'39"E	9°06'40"
C10	33.00	37.49	34.87	S11°23'00"W	8°35'50"
C11	780.00	163.56	163.27	N88°27'00"E	11°58'29"
C12	330.00	63.58	63.48	N08°18'17"E	11°02'28"
C13	336.00	87.58	87.11	N25°02'28"E	15°18'19"
C14	978.00	125.36	125.27	N02°19'31"W	7°24'17"
C15	978.00	168.23	168.02	N00°24'23"E	9°56'14"
C16	978.00	103.40	103.35	N14°24'45"E	6°06'27"



100.675 ACRES
 SA SPRINGS, L.P.
 DOC. #2012184483
 O.P.R.T.C.TX
 (PROPOSED VISTANCIA SEC. TWO)

100.675 ACRES
 SA SPRINGS, L.P.
 DOC. #2012184483
 O.P.R.T.C.TX

100.675 ACRES
 SA SPRINGS, L.P.
 DOC. #2012184483
 O.P.R.T.C.TX

MONTEBELLA SUBDIVISION
 DOC. #201000112
 O.P.R.T.C.TX

VALLEY LAKE HILLS SEC. 1
 BOOK 48, PAGE 45
 P.R.T.C.TX

- LEGEND
- 1/2 INCH IRON ROD WITH PLASTIC "DELTA SURVEY" CAP SET
 - ⊙ 1/2 INCH IRON ROD WITH CAP FOUND
 - 1/2 INCH IRON ROD FOUND
 - CONCRETE MONUMENT SET
 - L.S.E. LATERAL SUPPORT EASEMENT
 - D.E. DRAINAGE EASEMENT
 - O.P.R.T.C.TX OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
 - P.R.T.C.TX PLAT RECORDS, TRAVIS COUNTY, TEXAS

SEE SHEET 3 FOR LINE AND CURVE TABLES

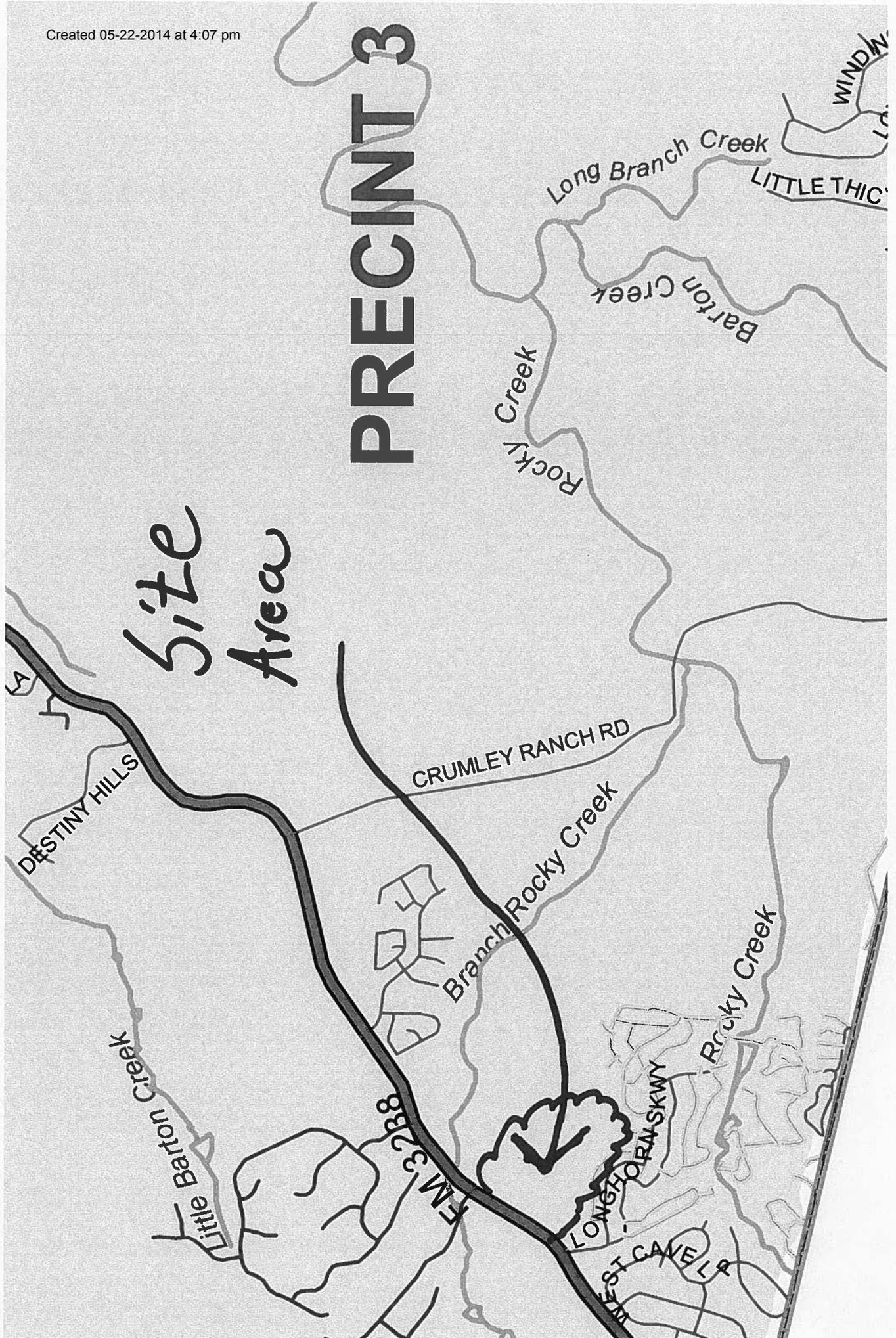
Delta Survey Group Inc.
 8213 Brodie Lane Ste. 102 Austin, TX. 78745
 office: (512) 282-5200 fax: (512) 282-5230

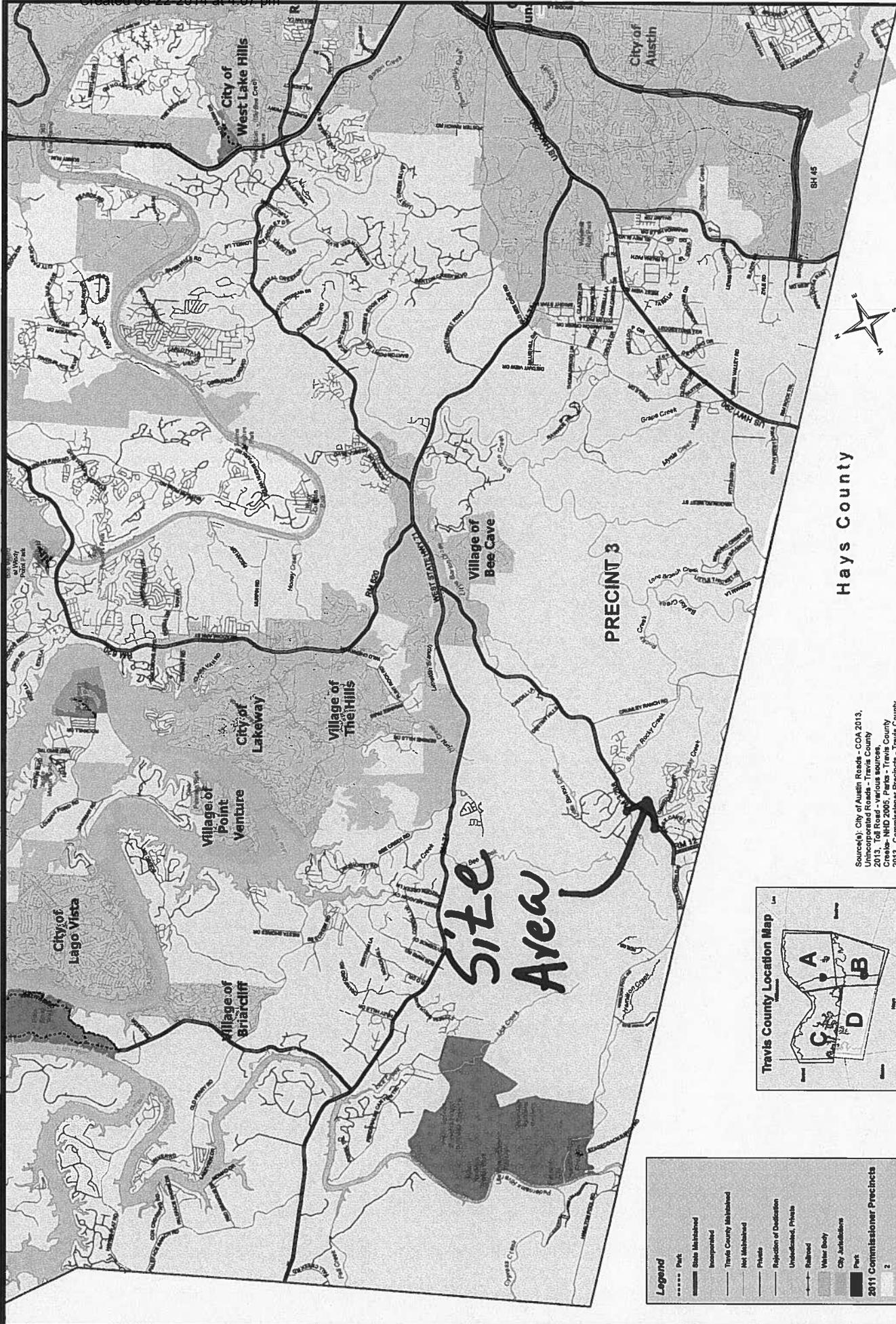
VISTANCIA SECTION THREE

SHEET
 4
 OF
 4

PRECINCT 3

Site Area



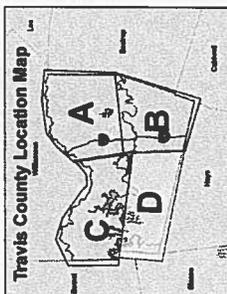


Map Prepared by: Travis County
 Dept. of Transportation & Natural
 Resources. Date: 5/21/2013



Travis County Roadways, Map D

Source(s): City of Austin Roads - COA 2013.
 Unimproved Roads - Travis County
 2013. City of Lakeway
 Create- NHD 2005. Parks - Travis County
 2013. Commissioner Precincts - Travis County
 Voter Registrar 2011.



Legend

- Precinct
- State Maintained
- Unimproved
- Travis County Maintained
- Not Maintained
- Private
- Rejection of Dedication
- Unimproved, Private
- Railroad
- Water Body
- City Jurisdiction

2011 Commissioner Precincts

- 2
- 3

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



Travis County Commissioners Court Agenda Request

Meeting Date: May 27, 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 Todd, Precinct Two

AGENDA LANGUAGE: Consider and take appropriate action on a request to authorize the filing of an instrument to vacate a 15 foot wide drainage easement with its centerline located along the common lot line of Lots 1 and 2 of Wells Branch, Phase N – Precinct Two.

BACKGROUND/SUMMARY OF REQUEST:

TNR staff has received a request to authorize the filing of an instrument to vacate a 15 foot wide drainage easement (DE) with its centerline located along the common lot line of Lots 1 and 2 of Wells Branch, Phase N. The easement is schematically shown on the plat. Lots 1 and 2 front on Owen-Tech Boulevard, a street maintained by Travis County.

Professional engineer Hunter Shadburne has stated that:

"The request is being made because the 15' Drainage Easement is currently not being used. With the new Site Plan there will no longer be Wastewater drainage going through all three lots as North Woods existing plans show. The lots have been combined under one development and the drainage will be re-routed; please see Affinity Sheet 11 and Grading Sheet 8 attached for proposed plan including a proposed building to be placed where the 15' drainage easement is located, therefore in needs to be vacated. The project is currently under review for approval with the City of Austin, Travis County, and Wells Branch MUD."

Staff foresees no opposition to this request.

STAFF RECOMMENDATIONS:

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

ISSUES AND OPPORTUNITIES:

According to the request letter the owner has submitted a proposed plan to develop the subject lots through Permit #14-3321. The proposed plan involves placing a structure where the subject easement is currently located. Vacating the easement should resolve any potential encroachment issues. It has been determined that re-dedicating the easement in a different location will not be necessary.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

ATTACHMENTS/EXHIBITS:

- Order of Vacation
- Field Notes
- Request/Engineer's Letter
- Siteplan Information/Drainage Study
- Sign Affidavit and Pictures
- Maps

REQUIRED AUTHORIZATIONS:

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

CC:

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

SM:AB:ps

1101 - Development Services Long Range Planning - Wells Branch, Phase N

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owner requests the vacation of a 15 foot wide drainage easement with its centerline located along the common lot line of Lots 1 and 2 A of Wells Branch, Phase N as recorded at Volume 84, Page 101D of the Real Property Records of Travis County, Texas;

WHEREAS, an independent professional engineer has submitted a letter recommending the vacation of the subject easement;

WHEREAS, Travis County staff has stated there are no objections to the vacation of the drainage easement as described in the attached field notes and sketch;

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the subject drainage easement 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 27, 2014 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the 15 foot wide drainage easement with its centerline located along the common lot line of Lots 1 and 2 A of Wells Branch, Phase N, as shown on the attached sketch and described in the attached field notes and sketch, is hereby vacated.

ORDERED THIS THE _____ DAY OF _____ 2014.

SAMUEL T. BISCOE, COUNTY JUDGE

COMMISSIONER RON DAVIS
PRECINCT ONE

COMMISSIONER BRUCE TODD
PRECINCT TWO

COMMISSIONER GERALD DAUGHERTY
PRECINCT THREE

COMMISSIONER MARGARET GOMEZ
PRECINCT FOUR

5284 Sq. Ft.

EXHIBIT A

DESCRIPTION OF A 5284 SQUARE FOOT EASEMENT TRACT PREPARED BY DELTA SURVEY GROUP INC., IN MARCH 2014 AND LOCATED IN L.C. CUNNINGHAM SURVEY NO. 68, AND BEING A PORTION OF LOT 1 AND LOT 2, WELLS BRANCH PHASE "N", A SUBDIVISION OF RECORD IN VOLUME 84, PAGE 101D, PLAT RECORDS OF TRAVIS COUNTY, TEXAS, SAME BEING ALL OF THAT 15 FOOT WIDE DRAINAGE EASEMENT AS SHOWN ON SAID LOTS 1 AND 2. SAID 5284 SQUARE FOOT TRACT AS SHOWN ON THE ACCOMPANYING SKETCH BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a "x" mark found in concrete in the west right-of-way (R.O.W.) line of Owen-Tech Boulevard, (80' R.O.W.) same being the southeast corner of said Lot 1, also being the northeast corner of said Lot 2, for the **POINT OF BEGINNING**;

THENCE with the west right of way line of Owen-Tech Boulevard, same being the east line of said Lot 2 with the arc of a curve to the right a distance of 7.51 feet, through a central angle of $0^{\circ}11'51''$, having a radius of 2177.64 feet, and whose chord bears $S00^{\circ}45'19''E$, a distance of 7.51 feet to a calculated point;

THENCE leaving the west right of way line of Owen-Tech Boulevard and crossing said Lot 2, $S86^{\circ}39'13''W$, a distance of 351.84 feet to a calculated point in the east line of Lot 1, Block A, Greenbelt and Drainage Easement, Wells Branch Phase "U", a subdivision of record in Volume 86, Page 25A, Plat Records of Travis County, Texas, same being the west line of said Lot 2 from which a $\frac{1}{2}$ inch iron rod found for an angle point in the west line of said Lot 2 bears $S03^{\circ}51'28''E$, a distance of 92.47 feet;

THENCE with the east line of said Lot 1, Block A, same being the west line of said Lot 2 and with the west line of said Lot 1, the following two (2) courses and distances:

1. $N03^{\circ}51'28''W$, a distance of 7.50 feet to a $\frac{1}{2}$ inch iron rod found for the northwest corner of said Lot 2, same being the southwest corner of said Lot 1, and
2. $N03^{\circ}51'28''W$, a distance of 7.50 feet to a calculated point in the west line of said Lot 1, from which a $\frac{1}{2}$ inch iron rod found for an angle point in the west line of said Lot 1, bears $N03^{\circ}51'28''W$, a distance of 187.63 feet;

THENCE leaving the east line of said Lot 1, Block A, and crossing said Lot 1, $N86^{\circ}39'13''E$, a distance of 352.62 feet to a calculated point in the west right of way line of Owen-Tech Boulevard, same being the east line of said Lot 1;

5284 Sq. Ft.

THENCE with the west right of way line of Owen-Tech Boulevard, same being the east line of said Lot 1, with the arc of a curve to the right a distance of 7.51 feet, through a central angle of $0^{\circ}11'51''$, having a radius of 2177.64 feet, and whose chord bears $S00^{\circ}57'10''E$, a distance of 7.51 feet to the **POINT OF BEGINNING** and containing 5284 square feet of land, more or less.

BEARING BASIS: Texas State Plane Coordinate System, Central Zone, NAD 83/HARN

I, John C. Nielsen, hereby certify that the forgoing description represents an on-the-ground survey performed under my direct supervision during March 2014, and is true and correct to the best of my knowledge and belief.

Date: 03-24-2014



John C. Nielsen
Registered Professional Land Surveyor
No. 5541-State of Texas



Delta Survey Group, Inc.
8213 Brodie Lane, Suite 102
Austin, Texas 78745
TBPLS FIRM NO. 10004700

* SKETCH TO ACCOMPANY FIELD NOTES * 0' 50' 100' 150'

LEGEND

- 1/2 INCH IRON ROD FOUND
- ▲ 'X' MARK FOUND IN CONCRETE
- △ CALCULATED POINT
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- O.P.R.T.C.TX OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
- P.R.T.C.TX PLAT RECORDS, TRAVIS COUNTY, TEXAS

L. C. CUNNINGHAM SURVEY No. 68
 TRAVIS COUNTY, TEXAS
 MARCH 2014

SCALE: 1" = 50'



LOT 1
 (2.64 ACRES)
 WELLS BRANCH PHASE "N"
 VOLUME 84, PAGE 101D
 P.R.T.C.TX.

5284 Sq. Feet
 0.121 Acre

N86°39'13"E 352.62'
 S86°39'13"W 352.22'
 (N87°57'E 352.33')

S86°39'13"W 351.84'

C1 P.O.B. C2

LOT LINE

LOT 2
 (3.26 ACRES)
 WELLS BRANCH PHASE "N"
 VOLUME 84, PAGE 101D
 P.R.T.C.TX.

OWEN-TECH BLVD.
 (80' RIGHT-OF-WAY)

N03°51'28"W
 187.63'

N03°51'28"W
 92.47'

LOT 1, BLOCK A
 GREEN BELT AND DRAINAGE EASEMENT
 WELLS BRANCH PHASE "U"
 VOLUME 86, PAGE 25A
 P.R.T.C.TX.

NOTE: ALL POINTS ARE CALCULATED POINTS UNLESS OTHERWISE NOTED.
 BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83/HARN

LINE	BEARING	DISTANCE
L1	N03°51'28"W	7.50'
L2	N03°51'28"W	7.50'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	7.51'	2177.64'	0°11'51"	7.51'	S00°57'10"E
C2	7.51'	2177.64'	0°11'51"	7.51'	S00°45'19"E

Delta Survey Group Inc.
 8213 BRODIE LANE STE 102 AUSTIN, TEXAS 78745
 OFFICE: 512.282.5200 FAX: 512.282.5230
 WWW.DELTASURVEYGROUP.COM
 TBPLS FRM NO. 10004700

QUAD PFLUGER-WEST
 PROJECT AFFINITY AT WELLS BRANCH
 DWG. DE VACATED



04/14/2014

Steven Manila, PE
Travis County Administration BLDG
PO Box 1748
Austin, TX 78767

RE: Vacate 15' Drainage Easement Request-14508 Owen Tech Blvd 78728

Dear Mr. Manila,

We are requesting to vacate the 15' Drainage Easement located at 14508 Owen Tech Blvd, DESCRIPTION OF A 5284 SQUARE FOOT EASEMENT TRACT PREPARED BY DELTA SURVEY GROUP INC., IN MARCH 2014 AND LOCATED IN L.C. CUNNINGHAM SURVEY NO. 68, AND BEING A PORTION OF LOT 1 AND LOT 2, WELLS BRANCH PHASE ".N", A SUBDIVISION OF RECORD IN VOLUME 84, PAGE 101D, PLAT RECORDS OF TRAVIS COUNTY, TEXAS, SAME BEING ALL OF THAT 15 FOOT WIDE DRAINAGE EASEMENT AS SHOWN ON SAID LOTS 1 AND 2. SAID 5284 SQUARE FOOT TRACT AS SHOWN ON THE ACCOMPANYING SKETCH BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS.-ATTACHED.

The request is being made because the 15' Drainage Easement is currently not being used. With the new Site Plan there will no longer be Wastewater drainage going through all three lots as North Woods existing plans show. The lots have been combined under one development and the drainage will be re-routed; please see Affinity Sheet 11 and Grading Sheet 8 attached for proposed plan including a proposed building to be placed where the 15' drainage easement is located, therefore it needs to be vacated. The project is currently under review for approval with the City of Austin, Travis County, and Wells Branch MUD.

Thank You,

Hunter Shadburne, P.E # 74382
Austin Civil Engineering, Inc.
Office: 512-306-0018

Attached:

1. A metes and bounds description, sealed by an R.P.L.S. (Registered Professional Land Surveyor), of only the portion of easement being vacated.
2. Sketch or copy of the plat showing the drainage easement in relation to the property and outlining what portion of the drainage easement is requested to be vacated.
3. A drainage study sealed by a Registered Professional Engineer, supporting and documenting the reasons for the drainage easement vacation request. See attached Austin Civil Engineering, Affinity Engineer Report, Site Plan, proposed Wastewater Plan and Grading Plan.
4. North Woods Site Plan showing existing wastewater for reference
5. There is a non-refundable fee of \$680.00 due with the submittal. Any and all recording fees associated with submittals received on or after October 1, 2010 will be paid by the constituent.

Environmentally Sensitive

Site Design • Planning • Permitting

2708 S. Lamar • Suite 200A • Austin, TX • 78704 Office: 512-306-0018 • Fax: 512-306-0048

Austin Civil Engineering

Laying the groundwork

February 25, 2014

Travis County Transportation and Natural Resources
411 W. 13th Street, 11th Floor
Austin, TX 78701
Phone: (512) 854-9383
Fax: (512) 854-4697



Engineer's Report for the:
Affinity at Wells Branch
Site Development Plans

Please accept this site plan submittal for the **Affinity at Wells Branch** project, which will be located off of Owen-Tech Boulevard, south of Wells Branch Parkway. The legal description is: Lots 1, 2 and 3, Block A, Phase N of Wells Branch Subdivision in Travis County, Texas.

This project will consist of one (1) four-story multi-family residential building with 154 units, including a leasing office, swimming pool, and one (1) amenity building. The project will also include the associated drive aisles, parking, and utility infrastructure.

Zoning: This tract is not within the City Limits of Austin. It is within the City of Austin ETJ as well as the Wells Branch MUD.

Phasing: This project will be completed in one phase.

Slopes: The site naturally slopes from north and east to south and west.

Onsite Drainage: The majority of the proposed grades will direct the developed runoff via storm sewers towards the rear of the property where it will be spread and sheetflow across vegetated areas toward the creek. A portion of the site around the building will be gathered in storm drains and conveyed to the south where it will be spread and discharged across vegetated areas toward the creek. The developer is requesting participation in the Wells Branch MUD Regional Detention Program. A separate Regional Stormwater

Austin Civil Engineering

Laying the groundwork

Participation request letter is included with this submittal. The pre developed flow is Pre Q100 = 46.04 CFS. The Developed flow is Dev Q100 = 77 CFS. The summary drainage table and runoff have been included in the site plan set.

Offsite Drainage: According to the topography and Subdivision Construction Plans, no offsite areas drain into or thru this property.

Edwards Aquifer / Water Quality: This site is located within the Edward's Aquifer Transition Zone, as defined by the Texas Commission on Environmental Quality (TCEQ). No approvals are necessary from TCEQ in this area.

Floodplain: A portion of this property is located in a floodplain, as shown on FEMA flood plain map FM48453C0260H and FM48453C0270H , revised date: September 26, 2008. We are providing compensating volume for the encroachment into the 100-year Floodplain. See attached analysis.

Detention: This site will participate in the Wells Branch MUD Regional Detention Program.

Tree Protection: Onsite vegetation mainly consists of native grasses and weeds with a few trees scattered around the lot. Even though the tree protection regulations do not apply in the ETJ of the City of Austin; every possible effort is being made to preserve these trees.

Water / Wastewater Utilities: This site will connect to the water and wastewater stub-outs that are to stubbed to the property. The property is located within the Wells Branch MUD service area. there will be 154 units at 0.7 LUE each - for a total of 107.8 LUEs and a peak dry weather flow of 76 gpm. Please accept this submittal as request for verification of water and wastewater capacity in the Wells Branch system. Also please provide verification of the existing utilities tie-ins for the 8" line leading to the site. The maps seem to indicate that the mini storage project across Owen – Tech and possibly the Plasma Center are tied in.

Austin Civil Engineering

Laying the groundwork

A wastewater line running across Owen-Tech Blvd. runs through the site and is proposed to be relocated with the development of the site. The existing easement will be vacated and rededicated along the proposed route running around the building.

Transportation: The site is proposing to take two points of access to Owen-Tech Boulevard. A summary of the parking included on the Site Plan sheet. As a senior living facility high traffic activity is not anticipated.

If you have any questions regarding this submittal, please do not hesitate to contact our office. Thank you for your expeditious review of this project.

Respectfully,



Hunter Shadburne, P.E.

Austin Civil Engineering, Inc, Registration # F-001018

Attachments:

1. Site Location Map
2. FEMA Firm Panels
3. Regional Stormwater Request Letter
4. SCS Soils Map
5. Edwards Aquifer Map
6. USGS Map
7. Aerial Map

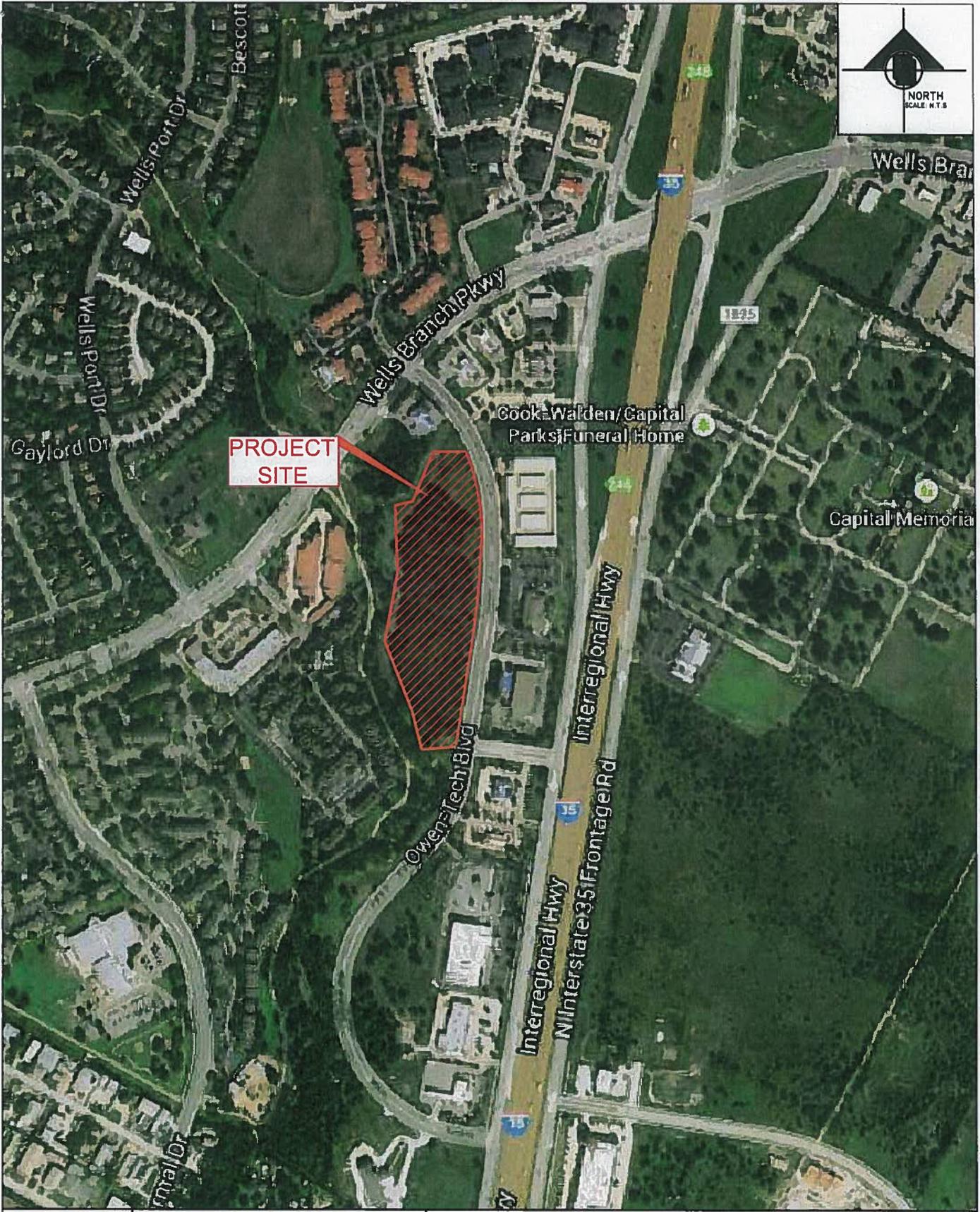


EXHIBIT A
AERIAL
MAP

AFFINITY AT
WELLS BRANCH
14508 OWEN-TECH BOULEVARD
AUSTIN TX 78728
N.T.S.

**AUSTIN CIVIL
ENGINEERING, INC.**
TYPE FIRM # F-001018
2708 SOUTH LAMAR BLVD., Ste. 200A
AUSTIN, TEXAS 78704
PH: (512) 308-0018
FAX: (512) 308-0048



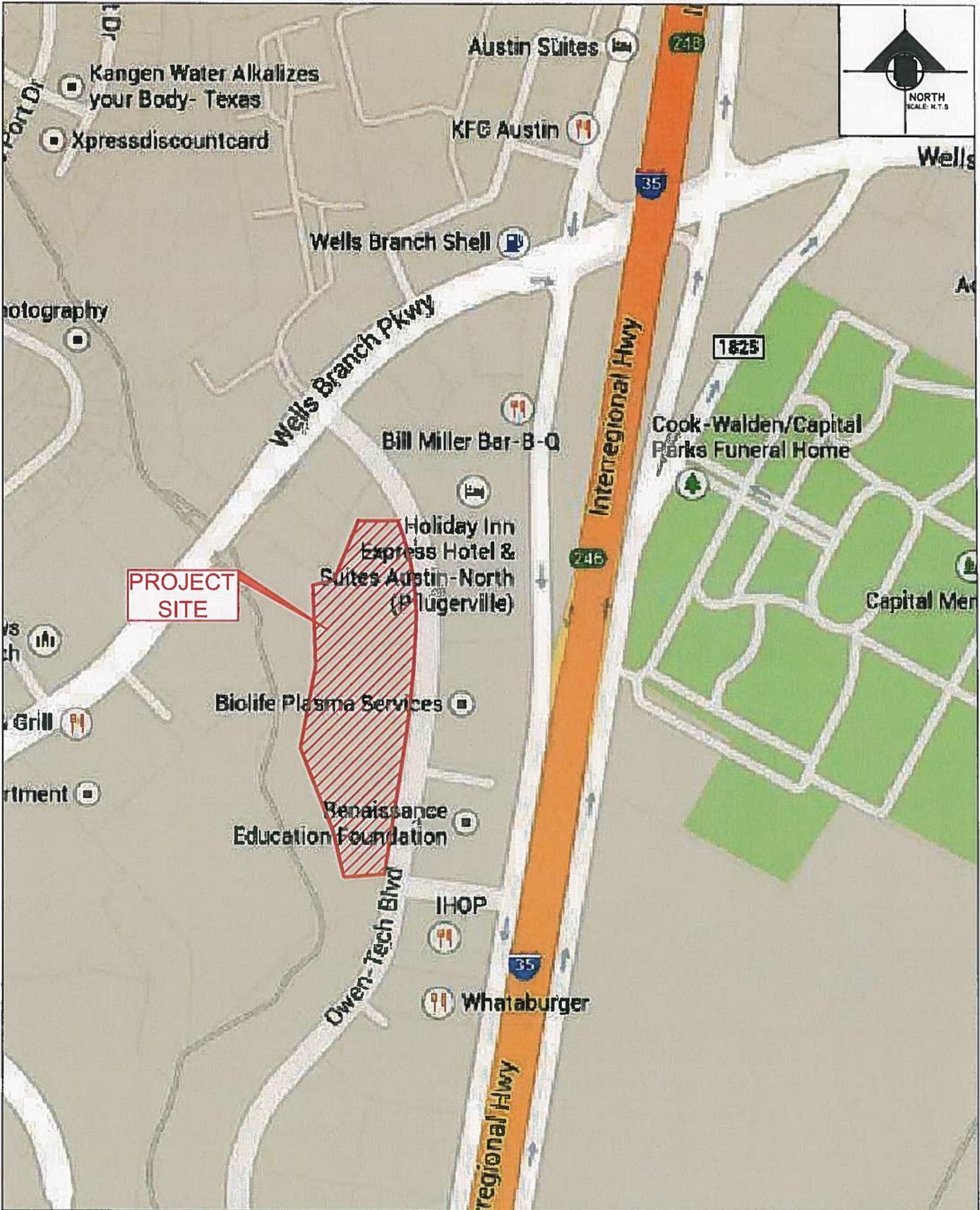


EXHIBIT A
VICINITY
MAP

AFFINITY AT
WELLS BRANCH
14508 OWEN-TECH BOULEVARD
AUSTIN TX 78728
N.T.S.

**AUSTIN CIVIL
ENGINEERING, INC.**
IBPE FIRM # F-001018
2708 SOUTH LAMAR BLVD., Ste. 200A
AUSTIN, TEXAS 78704
PH: (512) 308-0018
FAX: (512) 308-0048



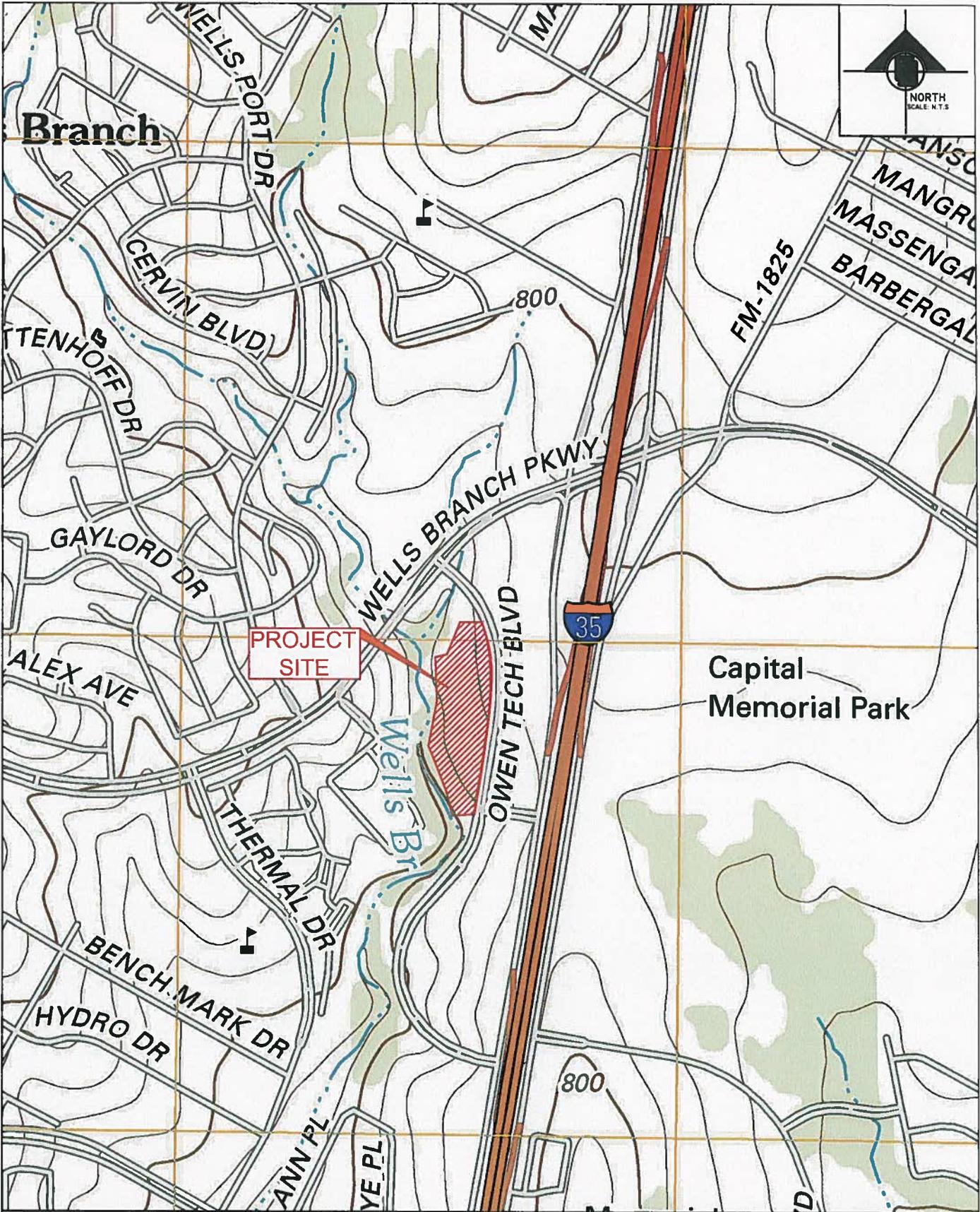
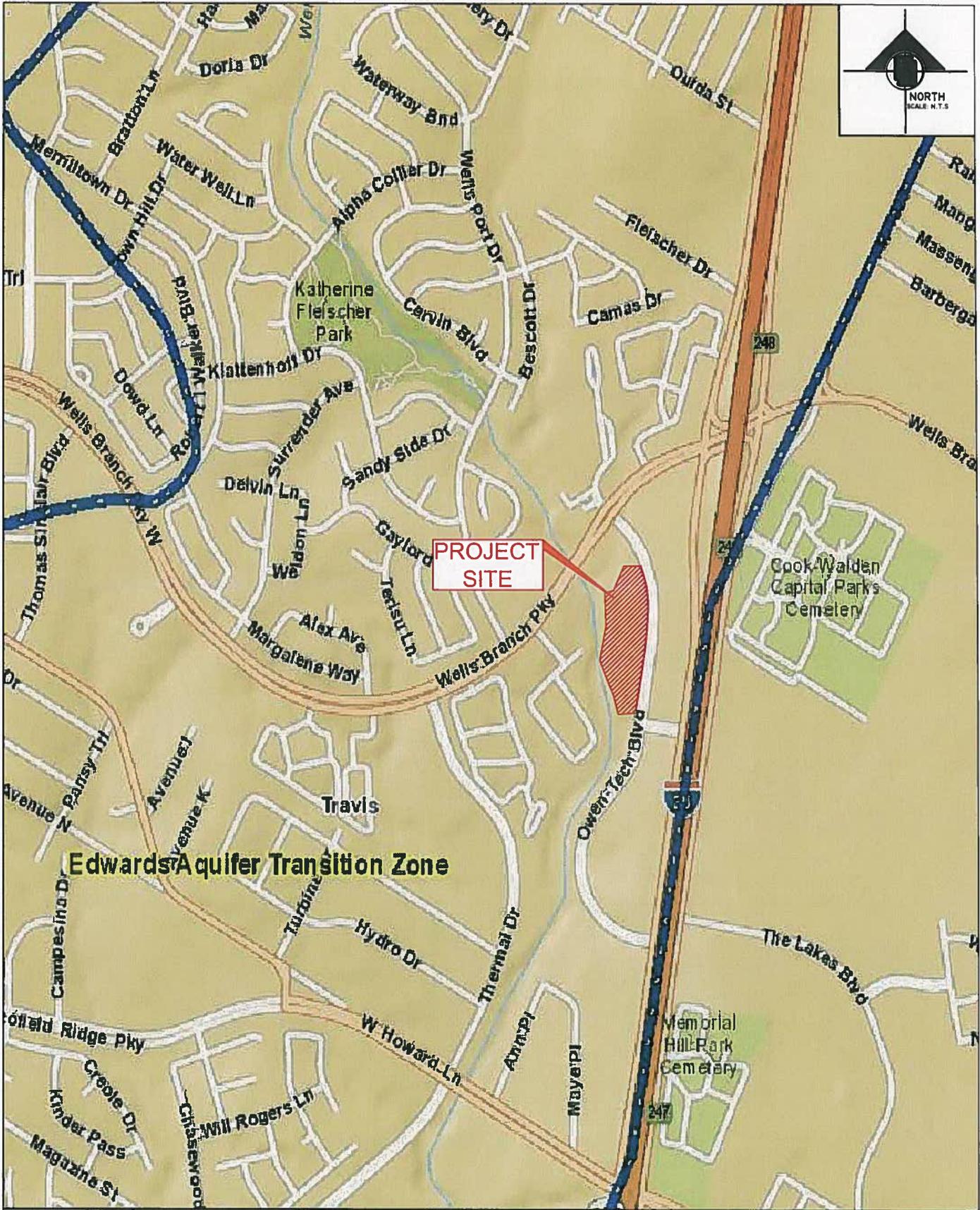


EXHIBIT B
USGS
MAP

AFFINITY AT
WELLS BRANCH
14508 OWEN-TECH BOULEVARD
AUSTIN TX 78728
N.T.S.

**AUSTIN CIVIL
ENGINEERING, INC.**
TBPE FIRM # F-001018
2708 SOUTH LAMAR BLVD., Ste. 200A
AUSTIN, TEXAS 78704
PH: (512) 308-0018
FAX: (512) 308-0048



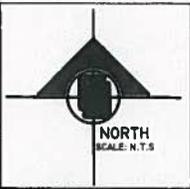
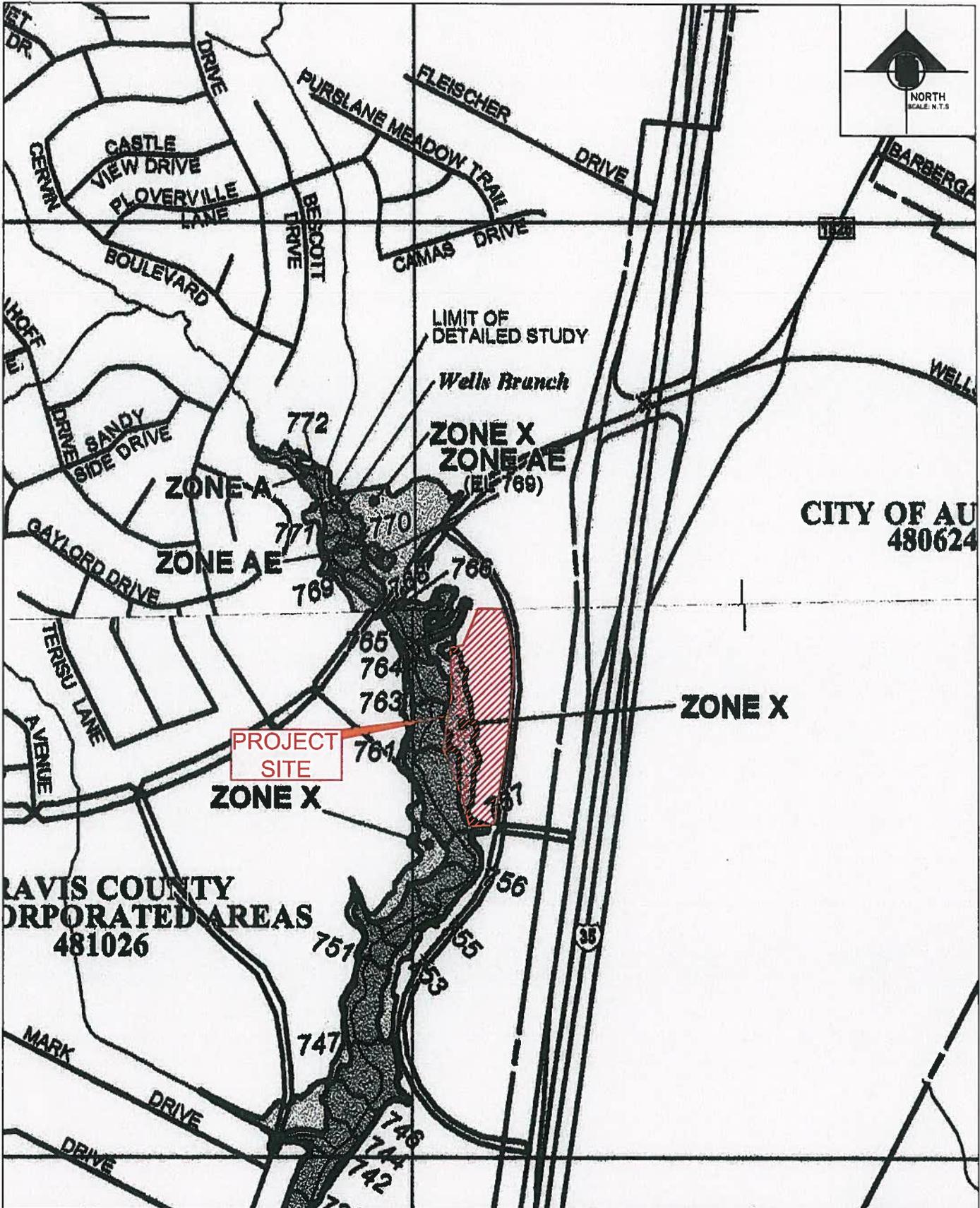


**EDWARDS
AQUIFER
MAP**

**AFFINITY AT
WELLS BRANCH**
14508 OWEN-TECH BOULEVARD
AUSTIN TX 78728
N.T.S.

**AUSTIN CIVIL
ENGINEERING, INC.**
TBPE FIRM # F-001018
2708 SOUTH LAMAR BLVD., Ste. 200A
AUSTIN, TEXAS 78704
PH: (512) 308-0018
FAX: (512) 308-0048





<p>FEMA MAP</p>	<p>AFFINITY AT WELLS BRANCH 14508 OWEN-TECH BOULEVARD AUSTIN TX 78728</p>	<p>AUSTIN CIVIL ENGINEERING, INC. TBPE FIRM # F-001018 2708 SOUTH LAMAR BLVD., Ste. 200A AUSTIN, TEXAS 78704 PH: (512) 308-0018 FAX: (512) 308-0048</p>	
	<p>N.T.S.</p>		



TRANSPORTATION AND NATURAL RESOURCES

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

AFFIDAVIT OF POSTING

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

A Public Notice of Vacation sign for a 15 foot wide drainage easement was posted on May 5, 2014, on the west ROW line of Owen-Tech Boulevard along the common lot line of Lots 1 and 2 of Wells Branch, Phase N at a point as near as practical to the area being vacated, and was also posted at the Travis County Courthouse.

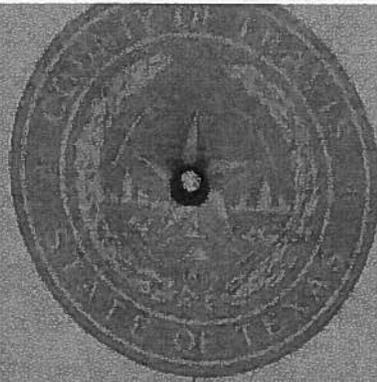
CERTIFIED THIS THE 7 DAY OF May, 2014.

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

cc: Garcia (sign shop)

M:\PERMITS\Vacate\14-DE\01-Owen-TechBlvd\SignRequest-Owen-TechBlvd.doc

**NOTICE OF
PUBLIC HEARING**
MAY 27 2014 4:00 PM
DRAINAGE EASEMENT VACATION
BY APPROVE THE BOARD OF COUNTY COMMISSIONERS
OF TRAVIS COUNTY TEXAS
UPON THE APPLICATION OF THE TRAVIS COUNTY
COMMISSIONERS OF TRAVIS COUNTY, TEXAS
THE MEETING WILL BE HELD AT
THE MEETING ROOM, 1011 W. 10TH ST., AUSTIN, TEXAS



NOTICE OF PUBLIC HEARING

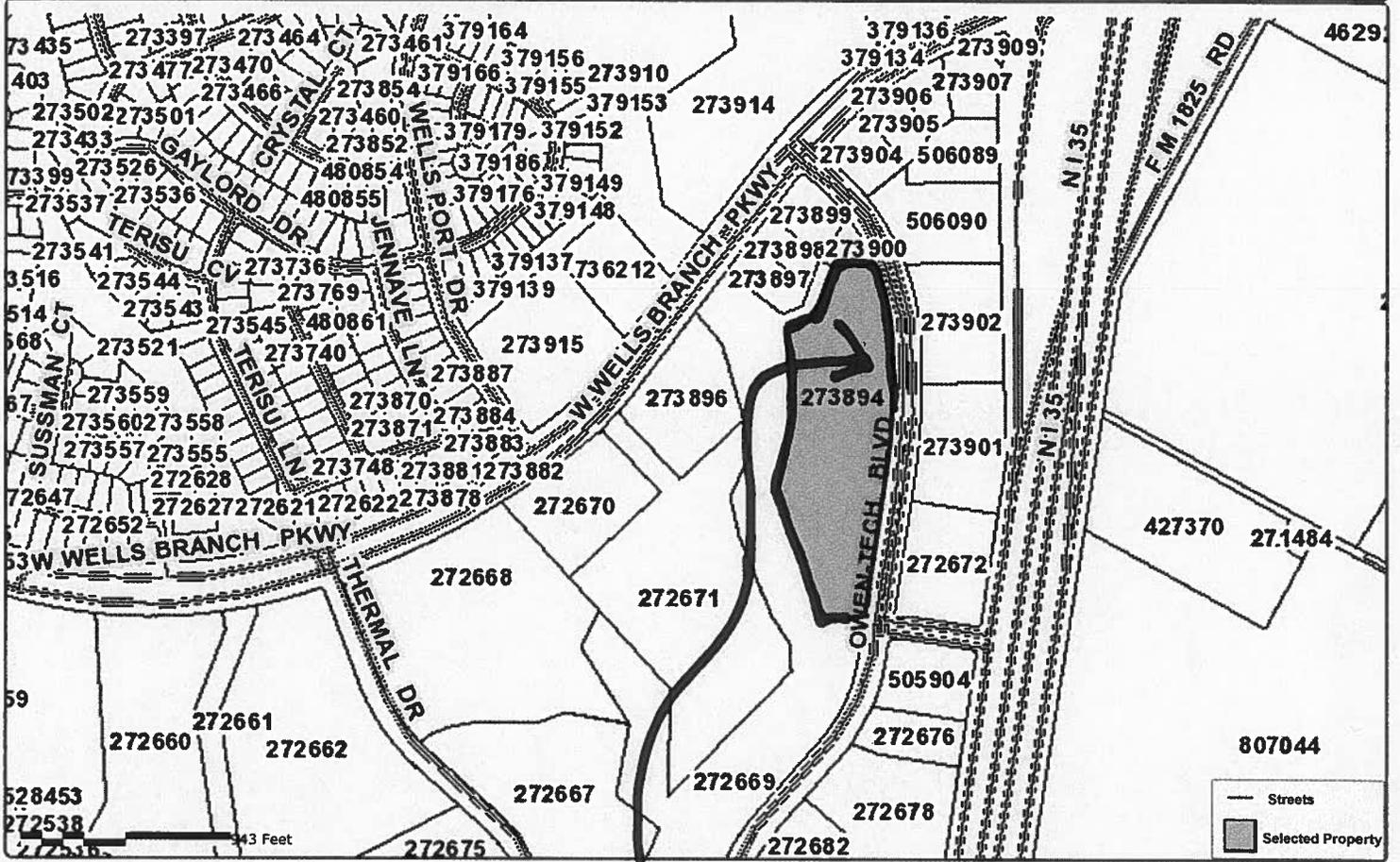
MAY 27, 2014, AT 9:00 AM

DRAINAGE EASEMENT VACATION

**TO APPROVE THE VACATION OF A 15 FOOT WIDE
DRAINAGE EASEMENT LOCATED ALONG THE
LOT LINE OF LOTS 1 AND 2 OF WELLS BRANCH,
PHASE N - A SUBDIVISION IN PRECINCT 2**

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

Travis CAD - Map of Property ID 273894 for Year 2014



Property Details

Account

Property ID: 273894
Geo ID: 0270230702
Type: Real

Legal Description: LOT 1-3 BLK C WELLS BRANCH PHS N

Location

Situs Address: 14508 OWEN-TECH BLVD TX 78728
Neighborhood: #H35N
Mapsco: 436Z
Jurisdictions: 0A, 03, 19, 2J, 32, 9B

Owner

Owner Name: HEMMASI MAJID
Mailing Address: , 6700 GUADALUPE ST, , AUSTIN, TX 78752-3536

Property

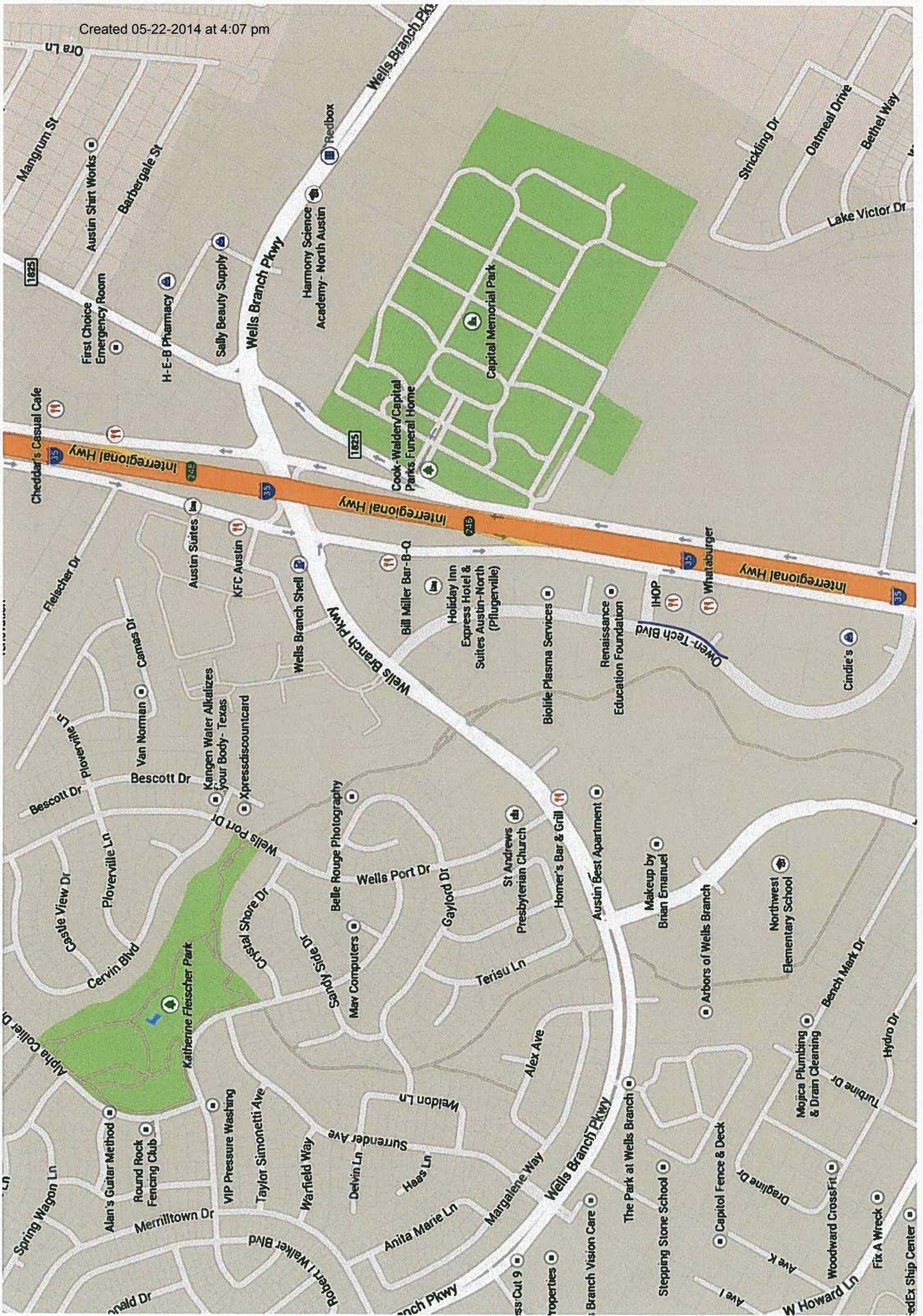
Appraised Value: N/A

Site Location

<http://propaccess.traviscad.org/Map/View/Map/1/273894/2014>

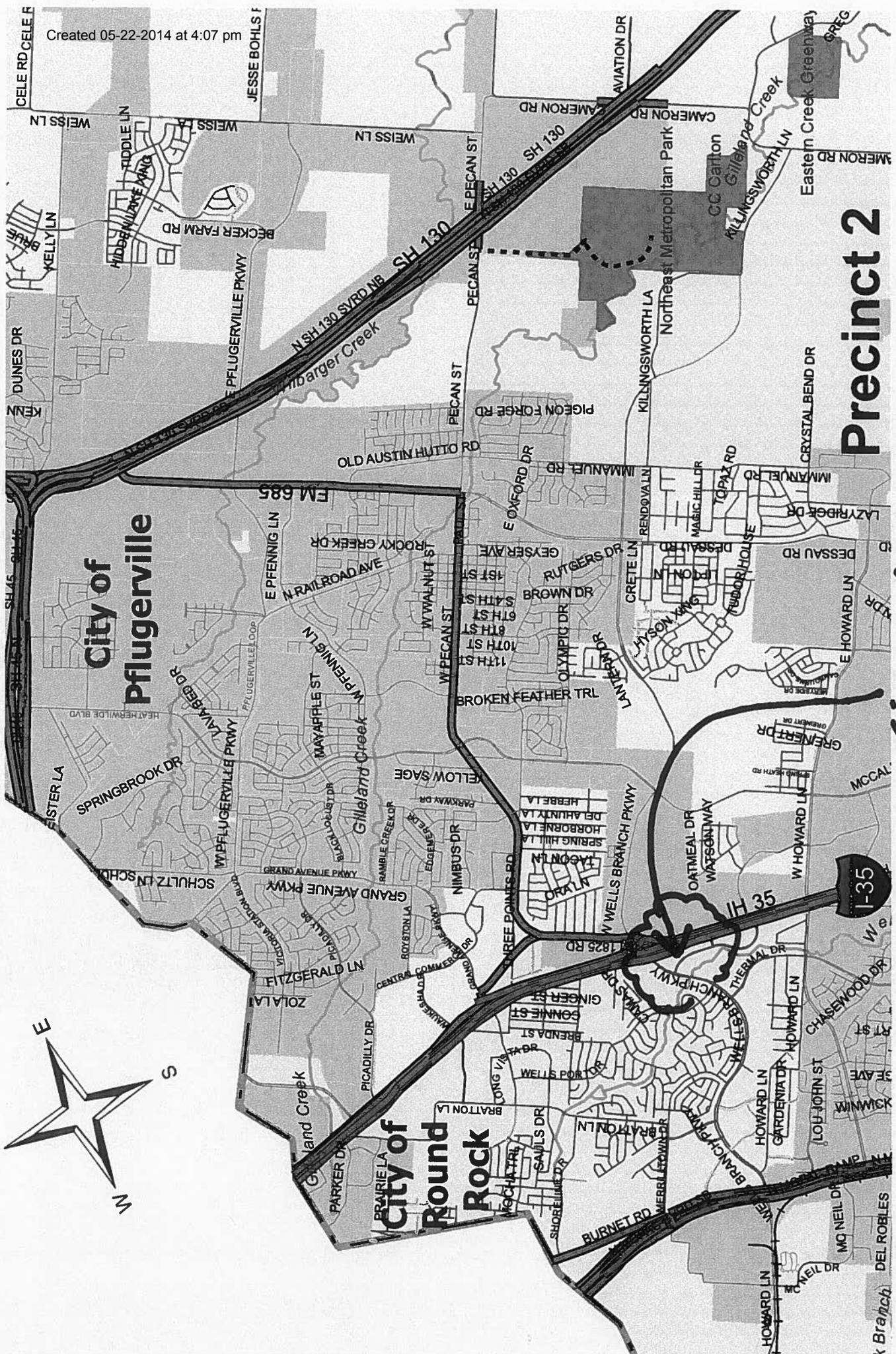
powered by:
PropertyACCESS
www.trueautomation.com

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.



Location Map

14508 Owen Tech Blvd.



Precinct 2

Site Area



WILLIAMSON COUNTY

Bite Area

Precinct 1

Precinct 2

Precinct 3

SH 45

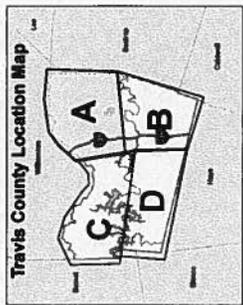
SH 1100

City of Prugerville

City of Round Rock

City of Austin

Elgin



Legend	
Road	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

Source(s): City of Austin Roads - COA 2013.
 Unincorporated Roads - Travis County
 2013, Toll Road - various sources
 2013, Precincts - Travis County
 2013, Commissioner Precincts - Travis County
 Voter Registrar 2011.



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.



Travis County Commissioners Court Agenda Request

Meeting Date: May 27, 2014

Prepared By: Joe Arriaga **Phone #:** (512) 854-7562

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

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

Sponsoring Court Member: Commissioner Davis, Precinct One

AGENDA LANGUAGE: Consider and take appropriate action on the following plat for recording, Jaketown Subdivision Final Plat - Five Total Lots - 12140 FM 969 - City of Austin 2 Mile ETJ in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

The applicant is requesting to final plat 36.37 acres into six total lots. The proposed land use is for commercial and multi-family development. Water will be provided by Manville Water Supply and wastewater will be provided by a private onsite sewer system. The applicant requested a variance to Title 30-2-213, which requires all subdivisions who are proposing any type of residential development to pay parkland fees at the subdivision stage. This variance was approved by Travis County Commissioners Court on May 13, 2014. Two of the six lots are restricted and shown as commercial and multi-family on the proposed final plat. The developer will be required to pay the parkland fees at the time the site plan if any lots will developed with any type of residential uses. There are no new streets being proposed with this final plat. The developer has submitted a site plan request to develop the corner lot with a "Valero" gas station.

STAFF RECOMMENDATIONS:

As this final plat meets all Title 30 requirement and has been approved by the City of Austin and barring any new information, TNR staff recommends approval of the final plat.

ISSUES AND OPPORTUNITIES:

Staff has not received any inquiries from anyone regarding the variance.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

ATTACHMENTS/EXHIBITS:

Location Map

**Precinct Map
Proposed Subdivision**

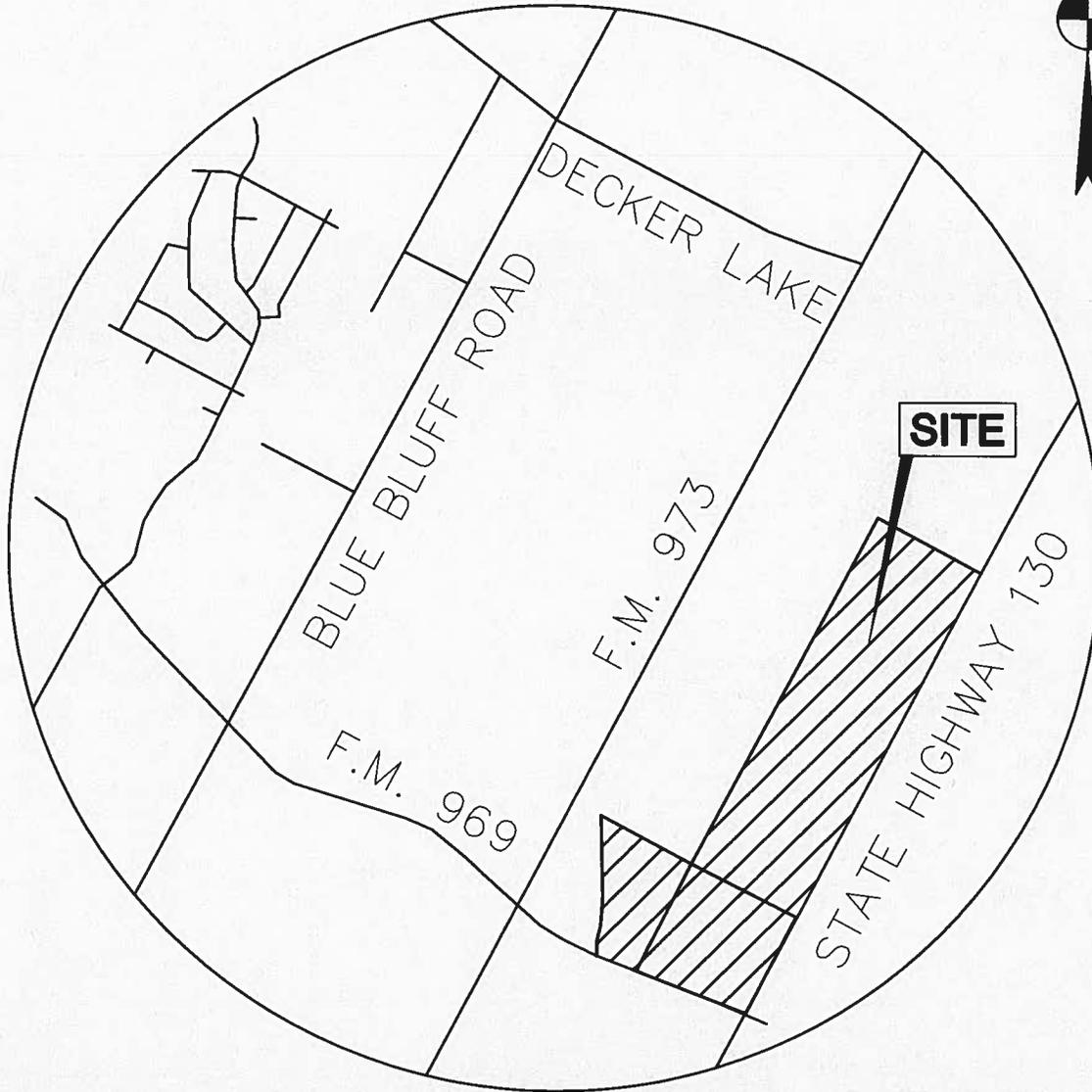
REQUIRED AUTHORIZATIONS:

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

CC:

SM:AB:ja

1101 - Development Services Long Range Planning - Jaketown Final Plat



VICINITY MAP

N.T.S.

GRID NUMBER: Q21
MAPSCO PAGE: 618F

BURY

221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-1048 TBPLS # F-10107500
Copyright © 2014

NE CORNER OF FM 969 & S.H. 130

JAKETOWN SUBDIVISION

SITE LOCATION MAP

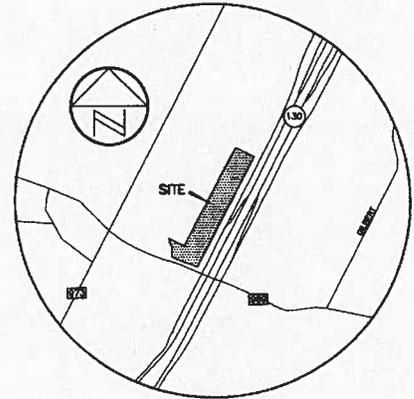
DATE: 04/16/2014

DRAWN BY: AN

FILE: G:\109605\10007\EXH\VIC.DWG

PROJECT No.: 109605.10007

JAKETOWN SUBDIVISION



LOCATION MAP
NOT TO SCALE

SCALE: 1" = 200'

GRAPHIC SCALE



LEGEND

- 1/2" REBAR FOUND (OR AS NOTED)
- TM 1/2" REBAR WITH "TxDOT" CAP FOUND
- ⁶³³ 1/2" REBAR WITH "INLAND 4833" CAP FOUND
- 1/2" REBAR WITH "CHAPARRAL" CAP SET
- ▲ 600 NAIL FOUND
- △ CALCULATED POINT
- ⊕ CONTROL POINT/BENCHMARK LOCATION
- () RECORD INFORMATION
- B- CONTROL OF ACCESS
- J.A.E. ACCESS EASEMENT
- E.E. ELECTRIC EASEMENT
- D.E. DRAINAGE EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT

LINE	BEARING	DISTANCE	(RECORD LINE)
L1	N69°38'24"W	206.39'	(N69°49'53"W 206.23')
L2	N69°32'28"W	279.78'	(N69°53'03"W 276.68')
L3	N69°28'07"W	68.38'	(N69°46'40"W 68.38')
L4	N69°41'03"W	96.12'	(N69°59'24"W 96.04')
L5	N05°41'28"E	22.94'	(N05°18'39"E 22.86')
L6	N01°47'48"W	70.75'	(N00°53'48"E 70.81')
L7	N12°59'46"E	64.58'	(N15°37'36"E 64.81')
L8	N00°17'56"W	38.25'	(N02°19'50"E 38.25')
L9	N20°38'50"W	148.45'	(N18°01'11"W 148.28')
L10	N27°52'42"W	39.97'	(N24°53'27"W 39.97')
L11	N08°16'28"W	73.47'	(N08°37'02"W 73.47')
L12	S62°01'48"E	19.34'	(S59°22'23"E 19.34')
L13	N03°11'15"E	32.12'	(N05°13'00"E 31.91')
L14	N31°50'41"E	12.79'	(N33°29'56"E 12.63')
L15	N25°00'48"E	158.45'	(N27°43'21"E 158.46')
L16	N27°34'22"E	170.22'	(N26°16'23"E 170.25')
L17	S83°08'13"E	37.96'	
L18	S31°18'02"E	167.25'	
L19	S19°51'04"E	112.05'	
L20	S10°20'08"W	136.26'	
L21	S24°02'16"E	105.50'	
L22	S69°28'07"E	40.48'	
L23	N27°15'32"E	11.13'	
L24	S27°12'44"W	34.20'	
L25	N06°17'04"W	9.80'	
L26	N27°15'32"E	70.35'	
L27	N26°59'58"E	152.30'	
L28	N62°47'16"W	37.00'	
L29	S72°17'29"W	35.18'	
L30	S26°59'58"W	149.26'	
L31	N26°59'58"E	129.70'	

THIS IS A SURFACE DRAWING.
 BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, BASED ON GPS SOLUTIONS FOR CHAPARRAL CONTROL POINT "101".
 CONTROL POINT "101": 1/2" REBAR WITH "CHAPARRAL RANDOM" CAP SET
 SURFACE COORDINATES:
 N 10073484.56
 E 3160006.79
 TEXAS STATE PLANE COORDINATES:
 N 1006844.27
 E 3158802.11
 COMBINED SCALE FACTOR = 0.999616773 (FOR SURFACE TO GRID CONVERSION)
 INVERSE SCALE FACTOR = 1.000381372 (FOR GRID TO SURFACE CONVERSION)
 SCALED ABOUT 0.0
 THETA ANGLE: 1°24'24"

BENCHMARK INFORMATION:
 TBM A: PK NAIL WITH WASHER ON THE SOUTHEASTERLY CORNER OF HEADWALL ON WEST MARGIN OF S.H. 130 ACCESS ROAD, +/-325' NORTH OF F.M. 969
 ELEVATION = 448.18'
 VERTICAL DATUM: NAVD 88
 PROVIDED BY OTHERS

DONALD R. DEARING AND WIFE, LULA MAE ANDERSON DEARING
 103.32 ACRES
 (10330/303)

LOT SUMMARY:
 TOTAL NUMBER OF LOTS: 6
 BLOCK A:
 LOT 1: 3.073 ACRES COMMERCIAL
 LOT 2: 2.945 ACRES COMMERCIAL/MULTI FAMILY
 LOT 3: 1.413 ACRES COMMERCIAL
 LOT 4: 27.241 ACRES COMMERCIAL/MULTI FAMILY
 LOT 5: 0.785 ACRES COMMERCIAL
 LOT 6: 0.913 ACRES COMMERCIAL
 TOTAL ACRES: 36.370

REUBEN HORNSBY SURVEY NO. 17 ABS. 15

MATCH LINE SEE SHEET 3

STATE HIGHWAY 130 (737' ROAD WIDTH)

STATE OF TEXAS 33.539 ACRES (2005062785)

TBM A

FARM TO MARKET 969 (R.O.W. WIDTH VARIES)



4/30/2014

Chaparral
 Professional Land Surveying, Inc.
 Surveying and Mapping
 3500 McCall Lane
 Austin, Texas 78744
 512-443-1724
 TBPLS Firm No. 10124500

PROJECT NO.: 907-001
 DRAWING NO.: 907-001-PL
 PLOT DATE: 4/30/2014
 PLOT SCALE: 1"=100'
 DRAWN BY: EJD/JPA
 SHEET 01 OF 05

JAKETOWN SUBDIVISION

FOSTER LEGACY, LLC
37.80 ACRES
(2012063070)

TERRY L. WOLFE AND
WIFE, EDNA SUE WOLFE
20.000 ACRES
(12377/93)

STATE OF TEXAS
7.181 ACRES
(2006003449)

ELECTRIC, TELEPHONE
AND CABLE EASEMENT
CITY OF AUSTIN
(12338/215)
(2013202076)

S62°15'54"E 488.79'
(S61°33'53"E 488.53')

TxDOT STA.
2139+29.66
407.00' RT.

101
S38°18'14"E 73.66'
REFERENCE TIE

ELECTRIC, TELEPHONE
AND CABLE EASEMENT
CITY OF AUSTIN
(12338/220)

515.16'

SCALE: 1" = 100'
GRAPHIC SCALE



LEGEND	
●	1/2" REBAR FOUND (OR AS NOTED)
● ^{TD}	1/2" REBAR WITH "TxDOT" CAP FOUND
● ⁴⁹³³	1/2" REBAR WITH "INLAND 4933" CAP FOUND
○	1/2" REBAR WITH "CHAPARRAL" CAP SET
▲	60D NAIL FOUND
△	CALCULATED POINT
⊕	CONTROL POINT/BENCHMARK LOCATION
()	RECORD INFORMATION
— —	CONTROL OF ACCESS
J.A.E.	ACCESS EASEMENT
E.E.	ELECTRIC EASEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT

N27°42'08"E 1054.00'
(N26°59'58"E 1063.82')

TxDOT STA.
2144+42.80
407.00' RT.

STATE OF TEXAS
21.028 ACRES
(2005062765)

DONALD R. DEARING AND WIFE,
LULA MAE ANDERSON DEARING
103.32 ACRES
(10330/303)

15' E.E.

TxDOT STA.
2151+48.57
407.00' RT.

SHEET 2
SHEET 3
MATCH LINE

LOT 4
27.241 AC.

BLOCK A

REUBEN HORNSBY SURVEY NO. 17
ABS. 15

S27°12'44"W 2863.06'
(S27°55'57"W 2862.40')

STATE HIGHWAY 130
(757' R.O.W. WIDTH)



EW
4/30/2014

<p>Chaparral Professional Land Surveying, Inc. 3500 McCall Lane Austin, Texas 78744 512-443-1724 TBPLS Firm No. 10124500</p>	PROJECT NO.: 907-001
	DRAWING NO.: 907-001-PL
	PLOT DATE: 4/30/2014
	PLOT SCALE: 1"=100'
	DRAWN BY: EJD/JPA
	SHEET 02 OF 05

JAKETOWN SUBDIVISION

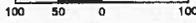
DONALD R. DEARING AND WIFE,
LULA MAE ANDERSON DEARING
103.32 ACRES
(10330/303)

LOT 4
27.241 AC.

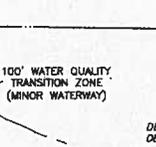
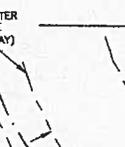
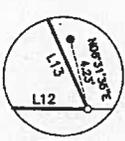
BLOCK A

REUBEN HORNSBY SURVEY NO. 17
ABS. 15

SCALE: 1" = 100'
GRAPHIC SCALE



- LEGEND**
- 1/2" REBAR FOUND (OR AS NOTED)
 - TM 1/2" REBAR WITH "TxDOT" CAP FOUND
 - ⁴⁹³³ 1/2" REBAR WITH "INLAND 4933" CAP FOUND
 - 1/2" REBAR WITH "CHAPARRAL" CAP SET
 - ▲ 600 NAIL FOUND
 - △ CALCULATED POINT
 - ⊕ CONTROL POINT/BENCHMARK LOCATION
 - () RECORD INFORMATION
 - CONTROL OF ACCESS
 - J.A.E. ACCESS EASEMENT
 - E.E. ELECTRIC EASEMENT
 - D.E. DRAINAGE EASEMENT
 - P.U.E. PUBLIC UTILITY EASEMENT



50' CRITICAL WATER QUALITY ZONE (MINOR WATERWAY)
100' WATER QUALITY TRANSITION ZONE (MINOR WATERWAY)
CENTERLINE OF WATERWAY
APPROX. FEMA FLOOD ZONE A SCALED FROM FEMA MAP 4845300490H, REVERSED TO REFLECT LHM EFFECTIVE MARCH 25, 2013

LULA MAE DEARING AND DONALD R. DEARING
25.00 ACRES
(2002235532)

STATE OF TEXAS
0.587 ACRES
(2005128094)

LOT 2
2.945 AC.

STATE OF TEXAS
0.228 ACRES
(2005015289)

LOT 5
0.785 AC.

STATE OF TEXAS
0.373 ACRES
(2004238744)

LOT 6
0.913 AC.

STATE OF TEXAS
47.507 ACRES
(2005020336)

LOT 3
1.413 AC.

STATE OF TEXAS
0.697 ACRES
(2005017810)

LOT 1
3.073 AC.

STATE OF TEXAS
0.228 ACRES
(2005015289)

SHEET 2
SHEET 3
MATCH LINE

STATE HIGHWAY 130
757' R.O.W. WIDTH

TxDOT STA. 2151+45.57
407.00' RT.

TxDOT STA. 2159+42.80
407.00' RT.

TxDOT STA. 2168+92.08
407.00' RT.

TxDOT STA. 2169+15.36
811.80' RT.

FARM TO MARKET 959
(R.O.W. WIDTH VARIES)



EW 4/30/2014

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
3500 McCall Lane
Austin, Texas 78744
512-443-1724
TBPLS Firm No. 10124500

PROJECT NO.: 907-001
DRAWING NO.: 907-001-PL
PLOT DATE: 4/30/2014
PLOT SCALE: 1"=100'
DRAWN BY: EJD/JPA
SHEET 03 OF 05

CBJ-2013-0080.0A



Travis County Commissioners Court Agenda Request

Meeting Date: May 27, 2014

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

Division Director/Manager: Donald W. Ward, P.E., Assistant Public Work 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 The Park at Blackhawk II, Phase 3B - all being within Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

The Park at Blackhawk II, Phase 3B was recorded on April 18, 2013 at Document #201300073. 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 this subdivision has 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 Park at Blackhawk II, Phase 3B is accessed from a section of Plover Run Trail within The Park at Blackhawk II, Phase 3A, a street maintained by Travis County. This action will add an overall total of 0.31 miles to the Travis County road system.

STAFF RECOMMENDATIONS:

TNR staff recommends approval of the proposed motions.

ISSUES AND OPPORTUNITIES:

Travis County will consider the time between the conditional acceptance date of April 16, 2013 and the Court acceptance date the warranty period for this project.

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 - The Park at Blackhawk II, Phase 3B



TRANSPORTATION AND NATURAL RESOURCES

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

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

CONSTRUCTION ACCEPTANCE – CONDITIONAL

DATE: April 16, 2013

TO:	<u>Developer:</u> Robert M. Tiemann Tiemann Land and Cattle Dev. Ltd. 4421 Rowe Lane Pflugerville, TX 78660	<u>Engineer:</u> Mr. Randall Jones Randal Jones Engineering, Inc. 1212 E. Braker Lane Austin, TX 78753
------------	--------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------

SUBJECT: Park at Blackhawk II Phase 3B

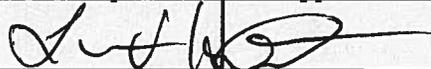
Effective this date streets and/or drainage construction, within this subdivision, appear to be in conformance with the Permitted Construction Documents. This construction is not accepted for maintenance by Travis County, but will enter into a one-year performance period when all of the "Requirements for Approval of Construction" (attached) are provided to Travis County.

The Owner must maintain the streets in the development until the satisfactory completion of the performance period. The Developer is required to maintain fiscal posting of 10% of the actual street and drainage cost, plus 100% of the un-constructed residential sidewalks, until all streets and/or drainage construction are accepted for maintenance by Travis County and the performance period has been completed. Sidewalk fiscal will be reduced/released as the sidewalks are deemed complete.

Prior to the end of the performance period, Travis County will inspect the streets, drainage, and/or sidewalk construction to determine the deficiencies that need to be corrected before the performance period fiscal is released.

OTHER REMARKS:

See attached "Requirements for Approval of Construction"

BY:  04.16.13
TNR Construction Inspector – Lucious Henderson



TRANSPORTATION & NATURAL RESOURCES

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

700 Lavaca St
Travis County Administration Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

RELEASE OF CONSTRUCTION PERFORMANCE PERIOD FISCAL

DATE: May 13, 2014

DEVELOPER:

RMD Development Partners, LLC
Attn: Nathan Neese
508 Baylor Street
Austin, TX 78703

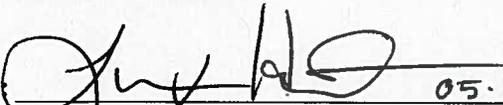
ENGINEER:

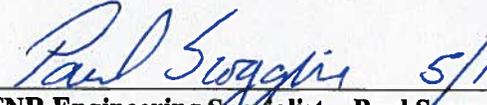
Randall Jones
Randall Jones Engineering, Inc.
1212 East Braker Lane
Austin, TX 78753

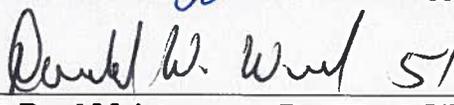
SUBJECT: Park at Blackhawk II, Phase 3B

Effective this date, streets and drainage construction within this subdivision, appear to be in a condition substantially equal to that at the beginning of the performance period, which began April 16, 2013. All performance period maintenance punch list items have been completed and/or corrected. Fiscal for un-constructed residential sidewalks will be reduced or released as the sidewalks are deemed to be complete.

OTHER REMARKS:

BY:  05.14.14
TNR Construction Inspector – Lucious Henderson

 5/14/14
TNR Engineering Specialist – Paul Scoggins

 5/15/14
TNR Road Maintenance – Don Ward, PE

1102 fiscal file
1105 Subdivision File

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE



SUBDIVISION
Mapsco No. 409Y

The Park at Blackhawk II, Phase 3B

Pct.# One
Atlas No. O-11

THE PARK AT BLACKHAWK II, PHASE 3B WAS RECORDED AT DOCUMENT #201300073 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY - 4/18/13

THREE STREETS AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	ROW	TYPE OF WIDTH OF CURB &		
						PVMNT	PVMNT	GUTTER
1	Plover Run Trail	Easterly corner of Lot 3, Blk J west to northerly corner of Lot 12, Blk I	705	0.13	50'	HMAC	30' F-F	YES
2	Horned Owl Trail	Southerly corner of Lot 28, Blk I east to Plover Run Trail	737	0.14	50'	HMAC	30' F-F	YES
3	Kestrel Lore Court	Horned Owl Trail north to cul-de-sac w/R=50'	177	0.03	50'	HMAC	30' F-F	YES
Total Footage/Mileage			1619	0.31				

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 40

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1-3

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-3 TOTALING THE TRAVIS COUNTY COMMISSIONERS COURT IN PRECINCT ONE.

0.31 MILES BE ACCEPTED BY

ACCEPTANCE DATE

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

Don W. Ward, PE
 Division Director
 Road & Bridge

DATE APPROVED BY COMMISSIONERS COURT

TRANSPORTATION AND NATURAL RESOURCES

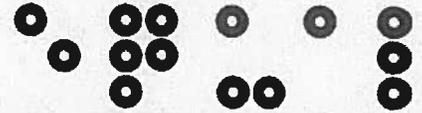
STEVEN M. MANILLA, P.E., EXECUTIVE MANAGER



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

THE PARK AT BLACKHAWK II, PHASE 3B
REQUIREMENTS FOR APPROVAL OF CONSTRUCTION
PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF
STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997

- 3/26/13 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. § 82.604(c)(1)
- 3/26/13 3. Contractor's (signed) invoice or receipt of payment, for work completed, with costs. §82.401(a)(1)(B)
- 3/26/13 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 Warrants and Speed Zone Investigation sheets for each sign.
- Reduce Bond to 10% +SW 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)
- NA 6. If applicable, a copy of the Conditional Letter of Map Amendment or Revision from FEMA and the completed application for a Letter of Map Amendment or Revision. § 82.604(c)(5) Section 1,4,6
- 3/26/13 7. A letter from Texas Board of Licensing and Regulation approving subdivision construction (when sidewalks are required per plat and when the total construction costs of sidewalks exceed \$50,000.00). Plan approval required at time of Approval of Construction. Substantial compliance (inspection) required at time of street acceptance for maintenance. § 82.202(q)(2)
- 7/19/12 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) NOTE: **Road Maintenance needs to approve.**
- 3/26/13 9. Approval of other agencies - cities, if in their ETJ; Municipal or other Utility Districts.
- NA 10. Licensing Agreement



Inspection Approved

We have reviewed the documents provided for the referenced facility provided by your office. All reviewed areas are considered substantially compliant with accessibility standards adopted by the Texas Department of Licensing and Regulation (TDLR) for purposes of ensuring compliance with the Texas Architectural Barriers Act, Article 9102, Texas Civil Statutes. This review is for the scope of work applicable to the standards only, including but not limited to sidewalks, curb ramps and accessible routes.

This facility is not subject to review under the current Administrative Rules as published by TDLR. Therefore, this review is advisory in nature only and does not constitute a review as required under the Texas Architectural Barriers Act.

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, or if you are not the owner of record of this facility, contact James Morales at 512/476.8675. Please reference the assigned project number in all future correspondence pertaining to this project.

Please call with any questions,

James E. Morales, RAS 1079

24 April 2013

Project Number: A 12570

Project:

Park at Blackhawk II Phase 3B

Martin Ln
Pflugerville, Texas 78660
Plans Dated: 12 May 2012

To:

J. Keith Collins
Randall Jones & Associates Engineering Inc
1212 E. Braker Lane
Austin, Texas 78703

Inspected by:

James E. Morales
19 April 2013

Project Scope

Consulting - Subdivision Site review

Distribution:

Nathan Neese- RMD Residential LP
File



TRV
3 PGS

201300073

PLAT DOCUMENT # _____

PLAT

PLAT RECORDS INDEX SHEET:

SUBDIVISION NAME: THE PARK AT THE BLACKHAWK II PHASE
3 B

OWNERS NAME: RMD RESIDENTIAL LP ,RMD RESIDENTIAL GP LLC

RESUBDIVISION? YES NO

ADDITIONAL RESTRICTIONS / COMMENTS:

2013070194

RETURN:

VIA INTER OFFICE
MICHAEL HETTENHAUSEN

PLAT FILE STAMP

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Apr 18, 2013 03:15 PM 201300073
BENAVIDESV: \$92.00
Dana DeBeauvoir, County Clerk
Travis County TEXAS

4-18-13

2192 00

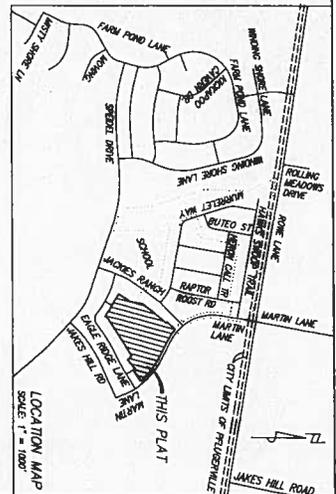
2013 00073

S:\LAND\1651-1700\1691\deg\1691-PLAT.dwg 3/18/2013 1:05:59 PM CDT

THE PARK AT BLACKHAWK II PHASE 3B
TRAVIS COUNTY, TEXAS

TRAVIS COUNTY
CONSUMER PROTECTION NOTICE FOR HOME BUYERS

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



NO.	DATE	REVISION	APP.
1	3/18/13	ADDED QTY COMMENTS FROM 3/14/2013	

SHEET 1 OF 3 SHEETS

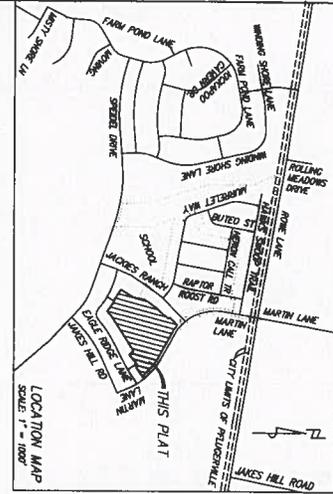
DATE: NOV. 28, 2012

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78735
(512) 838-4783 FAX (512) 838-4817

RJ SURVEYING & ASSOCIATES, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78735
(512) 838-4783 FAX (512) 838-4817

F-9784

201300073



CHORD	LENGTH	BEARING	DELTA	CHORD BEARING	CHORD LENGTH
C1	20.06	47°35'00"	4.7071	N48°01'48" W	18.850
C2	138.79	61°35'00"	138.79	N61°35'00" W	138.79
C3	221.72	61°35'00"	157.31	S61°35'00" W	221.72
C4	22.69	56°35'00"	27.81	S66°35'00" W	22.69
C5	31.54	52°35'00"	37.81	S62°35'00" W	31.54
C6	212.61	52°35'00"	171.21	N62°35'00" W	212.61
C7	41.59	52°35'00"	48.52	N62°35'00" W	41.59
C8	76.40	52°35'00"	82.01	N62°35'00" W	76.40
C9	62.09	52°35'00"	68.21	N62°35'00" W	62.09
C10	104.22	47°35'00"	104.22	N62°35'00" W	104.22
C11	83.11	47°35'00"	83.11	N62°35'00" W	83.11
C12	116.8	47°35'00"	116.8	N62°35'00" W	116.8
C13	60.8	52°35'00"	60.8	N62°35'00" W	60.8
C14	52.57	52°35'00"	52.57	N62°35'00" W	52.57
C15	21.66	15.00	21.66	N62°35'00" W	21.66
C16	178.62	15.00	178.62	N62°35'00" W	178.62
C17	204.03	15.00	204.03	N62°35'00" W	204.03
C18	178.62	15.00	178.62	N62°35'00" W	178.62
C19	204.03	15.00	204.03	N62°35'00" W	204.03
C20	178.62	15.00	178.62	N62°35'00" W	178.62
C21	58.09	15.00	58.09	N62°35'00" W	58.09
C22	91.58	15.00	91.58	N62°35'00" W	91.58
C23	27.37	15.00	27.37	N62°35'00" W	27.37
C24	80.45	15.00	80.45	N62°35'00" W	80.45
C25	60.07	15.00	60.07	N62°35'00" W	60.07
C26	62.97	15.00	62.97	N62°35'00" W	62.97
C27	21.58	15.00	21.58	N62°35'00" W	21.58
C28	27.42	15.00	27.42	N62°35'00" W	27.42
C29	241.00	15.00	241.00	N62°35'00" W	241.00
C30	241.00	15.00	241.00	N62°35'00" W	241.00
C31	241.00	15.00	241.00	N62°35'00" W	241.00
C32	52.54	50.00	52.54	N62°35'00" W	52.54
C33	43.59	50.00	43.59	N62°35'00" W	43.59
C34	42.29	50.00	42.29	N62°35'00" W	42.29
C35	32.21	50.00	32.21	N62°35'00" W	32.21
C36	20.00	50.00	20.00	N62°35'00" W	20.00
C37	55.19	205.00	55.19	N114°11'17" W	55.19
C38	24.27	205.00	24.27	N114°11'17" W	24.27
C39	30.91	205.00	30.91	N114°11'17" W	30.91
C40	21.58	15.00	21.58	N62°35'00" W	21.58
C41	25.29	15.00	25.29	N62°35'00" W	25.29
C42	65.80	15.00	65.80	N62°35'00" W	65.80
C43	107.63	15.00	107.63	N62°35'00" W	107.63
C44	107.63	15.00	107.63	N62°35'00" W	107.63
C45	107.63	15.00	107.63	N62°35'00" W	107.63
C46	107.63	15.00	107.63	N62°35'00" W	107.63
C47	107.63	15.00	107.63	N62°35'00" W	107.63
C48	107.63	15.00	107.63	N62°35'00" W	107.63
C49	107.63	15.00	107.63	N62°35'00" W	107.63
C50	107.63	15.00	107.63	N62°35'00" W	107.63
C51	42.73	475.00	42.73	N61°35'27" W	42.73
C52	91.81	475.00	91.81	N61°35'27" W	91.81
C53	91.81	475.00	91.81	N61°35'27" W	91.81

LINEAR FEET OF NEW STREETS	LENGTH	APPROX	AREA SUMMARY (ACRES)
PLANNED MAIN TRAIL (50')	705	0.296	0.296
PLANNED SIDE TRAIL (50')	177	0.019	0.019
KESTREL LANE COURT (50')	1919	0.316	0.316
TOTAL			0.631

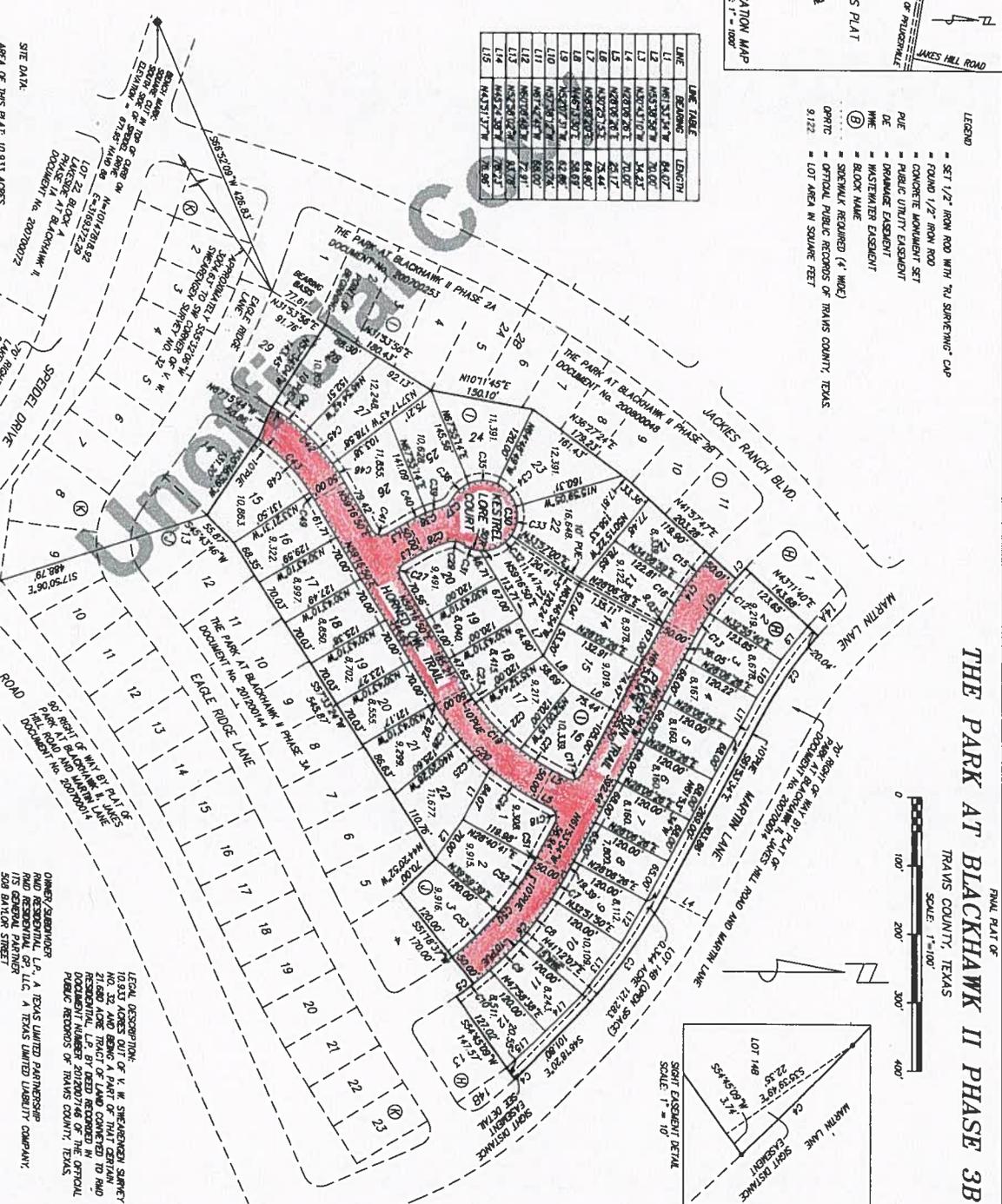
NO.	DATE	REVISION	BY
1	3/19/13	ADDED CITY COMMENTS FROM 3/14/2013	JW
2			

OWNER/RENDERER: RANDALL JONES & ASSOCIATES ENGINEERING, INC.
 1212 E BRAKER LANE, AUSTIN, TEXAS 78733
 (512) 838-4933 FAX: (512) 838-4817

DATE: JULY 30, 2012

SCALE: 1" = 100'

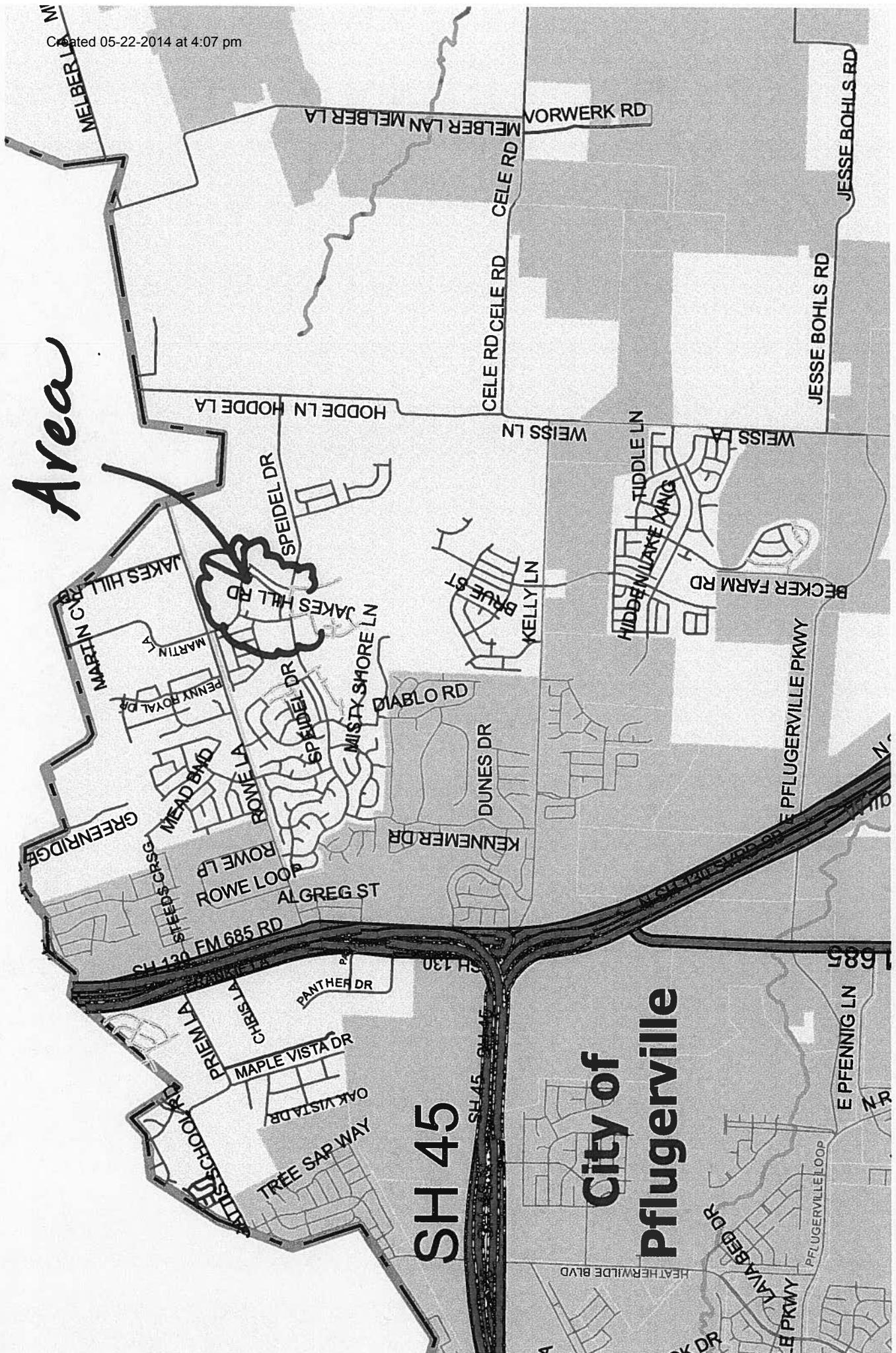
OWNER/RENDERER: RU SURVEYING & ASSOCIATES, INC.
 1212 E BRAKER LANE, AUSTIN, TEXAS 78733
 (512) 838-4933 FAX: (512) 838-4817



THE PARK AT BLACKHAWK II PHASE 3B
 TRAVIS COUNTY, TEXAS
 SCALE: 1"=100'

- LEGEND
- SET 1/2" FROM ROAD WITH 7/8" SURVEYING CAP
 - FOUND 1/2" FROM ROAD
 - CONCRETE MONUMENT SET
 - PUBLIC UTILITY EASEMENT
 - DRAINAGE EASEMENT
 - WATER EASEMENT
 - BLOCK VALUE
 - SPURWAY REQUIRED (4' WIDE)
 - OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
 - 9122 = LOT AREA IN SQUARE FEET

Site Area



SH 45

City of Pflugerville

E PFENNIG LN

685

E PFLUGERVILLE PKWY

BECKER FARM RD

WEISS LN

JESSE BOHLS RD

CELE RD

VORWERK RD

MELBER LN

PFLUGERVILLE LOOP

LAJARED DR

LE PKWY

HEATHERWILDE BLVD

OAK DR

74R

130

130

130

130

130

130

130

130

130

130

130

130

130

130

130

130

130

130

130

130

130

130

130

130

130

130

130

130



Travis County Commissioners Court Agenda Request

Meeting Date: May 27, 2014

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

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

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

Sponsoring Court Member: Commissioner Davis, Precinct One

AGENDA LANGUAGE: Consider and take appropriate action on a request to use an Alternative Fiscal Agreement for Lakeside at Blackhawk II, Section 2A – Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

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

STAFF RECOMMENDATIONS:

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

ISSUES AND OPPORTUNITIES:

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

Plat Status

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

Restoration/Erosion Control Fiscal

The fiscal for the subdivision's restoration and improvements has been posted with Travis County as a letter of credit in the amount of \$297,915.33.

Access to Publicly Maintained Road

Lakeside at Blackhawk II, Section 2A takes access from a section of Chayton Circle within Lakeside at Blackhawk II, Phase 1A. This section of Chayton Circle has yet to be accepted for maintenance by Travis County.

Wastewater Service

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

Construction Plans and Engineer's Estimate of Construction Cost Approved

All comments by Travis County staff have been addressed and the reviewer is prepared to sign the cover sheets of the plans and issue permit #13-2328. The estimated cost of the improvements is \$1,312,977.66. This amount includes all costs related to the construction of all streets and drainage facilities (including temporary erosion controls and all structures contributing to the total detention).

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

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

ATTACHMENTS/EXHIBITS:

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

REQUIRED AUTHORIZATIONS:

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

CC:

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

SM:AB:ps

1101 - Development Services Long Range Planning - Lakeside at Blackhawk II, Section 2A

§ EXHIBIT 82.401 (D)

(d) Alternative Fiscal Policy Request and Acknowledgement

STATE OF TEXAS §

COUNTY OF TRAVIS §

TO THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS:

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

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

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

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

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

Executed this 14 day of May, 2014.

OWNER:
By: [Signature]

Name: DAVID BRUNING

Title: VICE PRESIDENT
Authorized Representative

TRAVIS COUNTY, TEXAS By: _____
County Judge

ACKNOWLEDGEMENT

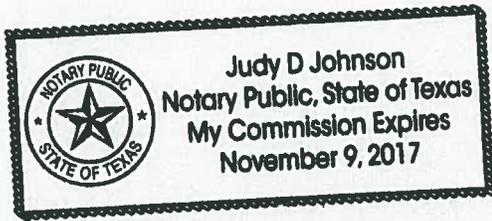
STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me by David Bruning on the 14 day of May, 2014, in the capacity stated herein.

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

Judy D. Johnson
Printed or typed name of notary

My commission
expires: 11-9-2017



ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

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

Notary Public in and for
the State of Texas

Printed or typed name
of notary
My commission
expires: _____

Mailing Address of Owner:

15.59 Acres

ALL THAT PART OF THE V. W. SWEARENGEN SURVEY No. 32 IN TRAVIS COUNTY, TEXAS, BEING A PART OF THAT 28.174 ACRE TRACT OF LAND CONVEYED TO CITYVIEW BLACKHAWK 192, LTD., BY DEED RECORDED IN DOCUMENT No. 2007142724 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, WHICH IS DESCRIBED AS FOLLOWS:

BEGIN at a 1/2" iron rod set at the Southwest Corner of the said 28.174 Acre Tract at the Southeast Corner of Lot 2, Block B, Lakeside at Blackhawk II, Phase 1A, according to the plat thereof recorded in Document No. 200700072 of the Official Public Records of Travis County, Texas,

THENCE along the West Line of the said 28.174-Acre Tract and the East Line of said Lot 2 the following four courses:

1. N.09°44'07"E. a distance of 79.97 feet to a 1/2" iron rod set;
2. N.68°54'32"E. a distance of 155.34 feet to a 1/2" iron rod set and to a point on a non-tangent curve to the right
3. Northerly along the arc of said curve, a distance of 56.73 feet, said curve having a radius of 275.00 feet, a central angle of 11°49'12" and a chord bearing N.15°10'52"W., 56.63 feet to a 1/2" iron rod set;
4. N.09°16'16"W. a distance of 530.87 feet to a 1/2" iron rod set at the Southwesterly Corner at the south end of Chayton Circle, a right of way 50 feet wide as shown on the said plat of Lakeside at Blackhawk II, Phase 1A the same being the Southwest Corner of that 32.37 Acre Tract of land conveyed to Cityview Blackhawk 192, L.P., by deed recorded in Document No. 2005207629 of the Official Public Records of Travis County, Texas, and the Northwest Corner of the said 28.174 Acre Tract

THENCE along the South Line of Chayton Circle and continuing along the South Line of Lots 1 to 7, Block E, of the said Plat of Lakeside at Blackhawk II, Phase 1A, the South Line of the said 32.37 Acre Tract, and the North Line of the said 28.174 Acre Tract the following three courses:

1. N.80°43'44"E. a distance of 445.96 feet to a 1/2" iron rod set;
2. N.81°23'36"E. a distance of 70.81 feet to a 1/2" iron rod set;
3. N.87°25'24"E. a distance of 65.86 feet to a 1/2" iron rod set at the Southeast Corner of said Lot 7, Block E;

THENCE along the North Line of the said 28.174-Acre Tract and the South Line of the said 32.37-Acre Tract the following two courses:

1. S.86°20'22"E. a distance of 65.70 feet to a 1/2" iron rod set;
2. S.85°41'42"E. a distance of 19.17 feet (from which point a 1/2" iron rod set bears S.85°41'42"E. 71.13 feet) ;

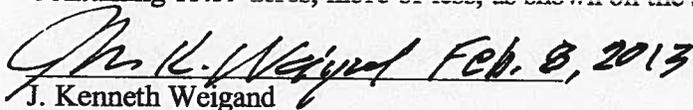
15.59 Acres

THENCE across the said 28.174-Acre Tract the following 14 courses:

1. S.04°18'18"W. a distance of 125.00 feet;
2. S.85°41'42"E. a distance of 84.54 feet to a ½" iron rod set;
3. S.04°18'18"W. a distance of 50.00 feet to a to a ½" iron rod set at a point on a non-tangent curve to the left;
4. Southwesterly along the arc of said curve, a distance of 23.56 feet, said curve having a radius of 15.00 feet, a central angle of 90°00'00" and a chord bearing S.49°18'18"W., 21.21 feet to a ½" iron rod set;
5. S.04°18'18"W. a distance of 105.00 feet to a ½" iron rod set;
6. S.85°41'42"E. a distance of 122.50 feet to a ½" iron rod set;
7. S.04°18'18"W. a distance of 620.34 feet to a ½" iron rod set;
8. N.59°58'23"W. a distance of 163.68 feet to a to a ½" iron rod set at a point on a non-tangent curve to the right'
9. Southwesterly along the arc of said curve, a distance of 5.38 feet, said curve having a radius of 275.00 feet, a central angle of 01°07'15" and a chord bearing S.29°28'00"W., 5.38 feet to a ½" iron rod set;
10. S.30°01'37"W. a distance of 99.62 feet to a to a ½" iron rod set at a point of curvature of a curve to the left;
11. Southerly, along the arc of said curve to the left a distance of 23.56 feet, said curve having a radius of 15.00 feet, a central angle of 90°00'00", and a chord bearing S.14°58'23"E., 21.21 feet to a ½" iron rod set;
12. S.30°01'37"W. a distance of 50.00 feet to a ½" iron rod set;
13. N.59°58'23"W. a distance of 117.76 feet to a ½" iron rod set;
14. S.30°01'37"W. a distance of 135.00 feet to a ½" iron rod set in the South Line of the said 28.174 Acre Tract and the North Line of that 199.93 Acre Tract conveyed to KM Avalon, Ltd., by deed recorded in Document No. 2005118416 of the Official Public Records of Travis County, Texas (from which point a 1/2" iron rod set bears S.59°58'23"E. 70.00 feet);

THENCE N.59°58'23"W., along said South Line and the North Line of the said 199.93-Acre Tract, a distance of 529.29 feet to the said Point of Beginning.

Containing 15.59 acres, more or less, as shown on the survey drawing attached.

 Feb. 8, 2013

J. Kenneth Weigand
Registered Professional Land Surveyor No. 5741
State of Texas
RJ Surveying & Associates, Inc.
1212 East Braker Lane
Austin, Texas 78753

All iron rods set have RJ Surveying caps. Bearings are based on the plat of Lakeside at Blackhawk II, Phase 1A.

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

Date: 9-27-13

Owner's Name and Address: 2012 Lakeside at Blackhawk, LLC
7676 Woodway, Suite 104
Houston, Texas 77063

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

Lakeside at Blackhawk II Phase 2A

The undersigned Owner and the Executive Manager of Travis County Transportation and Natural Resources Department hereby agree that the sixty (60) day period for final action to be taken on a Completed Plat Application for the Property is hereby extended by mutual agreement and without compulsion for the reasonable period of: _____

Executed and effective as of the later date set forth below.

Owner: 2012 Lakeside at Blackhawk, LLC

By: _____

Name: GARY R. TESCH
PRESIDENT

Title: _____
Authorized Representative
Travis County, Texas

By: _____
Executive Manager

Travis County Transportation and Natural Resources Department

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the day of 9/27, 2013, by GARY R TESCH of HARRIS County, Texas, known to me personally or on the basis of an approved form of identification, in the capacity stated.

Leila C Spear

Notary Public, State of TEXAS

My Commission Expires:

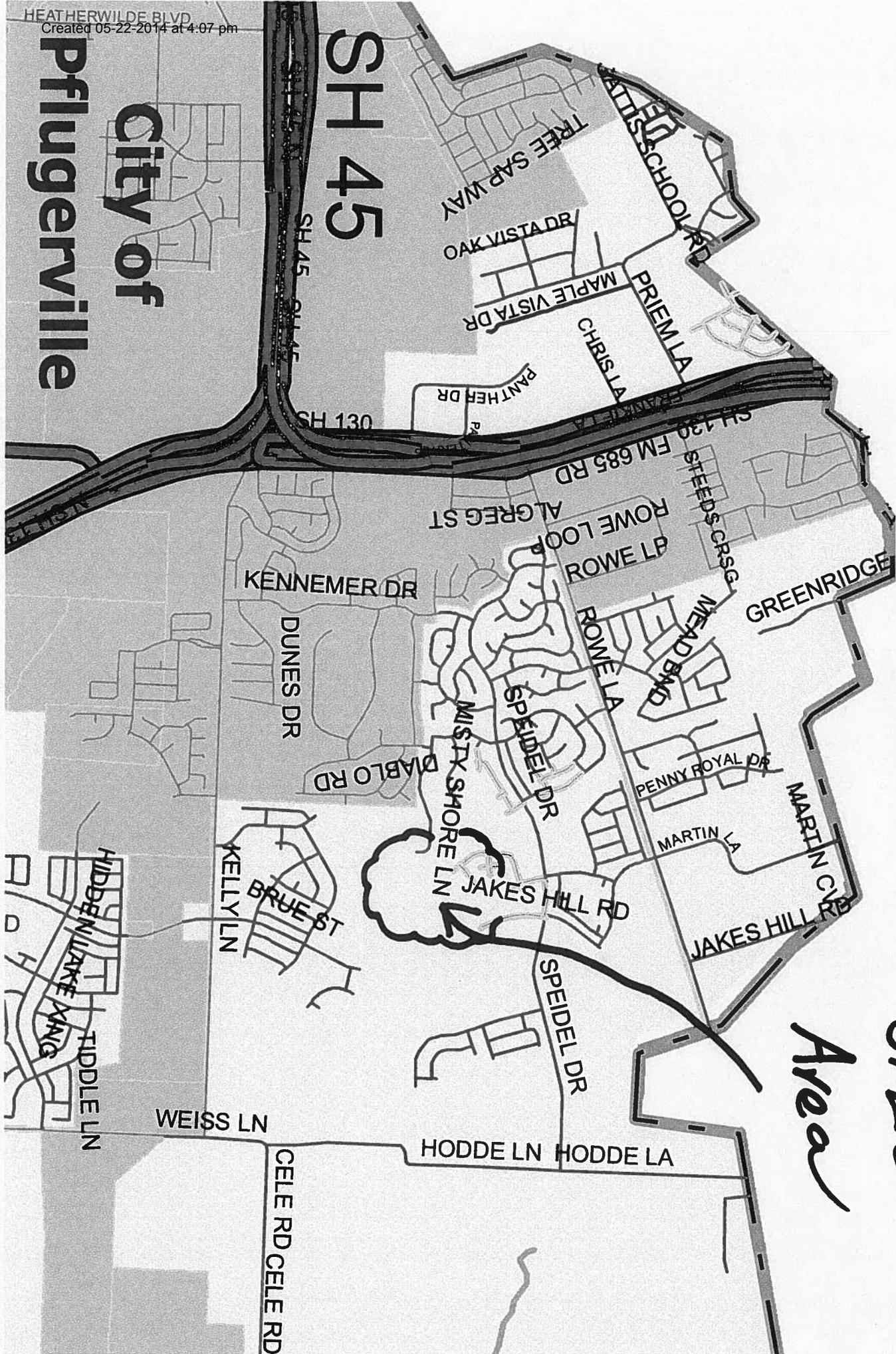
LEILA C SPEAR

(Printed Name of Notary)



City of Pflugerville

SH 45



Site Area

CELE RD
CELE RD

HODDE LN HODDE LA

WEISS LN

TIDDLE LN

HIDDEN LAKE KING

KELLY LN

BRUE ST

JAKES HILL RD

MARTIN LA

PENNY ROYAL DR

SPEIDEL DR

DIABLO RD

MISTY SHORE LN

DUNES DR

KENEMER DR

GREENRIDGE

MEAD BND

ROME LA

ROME LP

AL GREG ST

SEEDS CRSG
SH 130 FM 685 RD

CHRIS LA

PRIEM LA

MAPLE VISTA DR

OAK VISTA DR

TREE SAP WAY

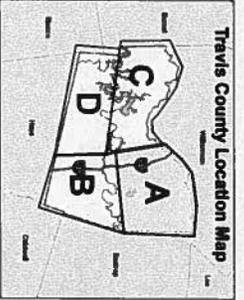
ATTEND SCHOOL RD

PANTHER DR

Site Area

WILLIAMSON COUNTY

Travis County Location Map

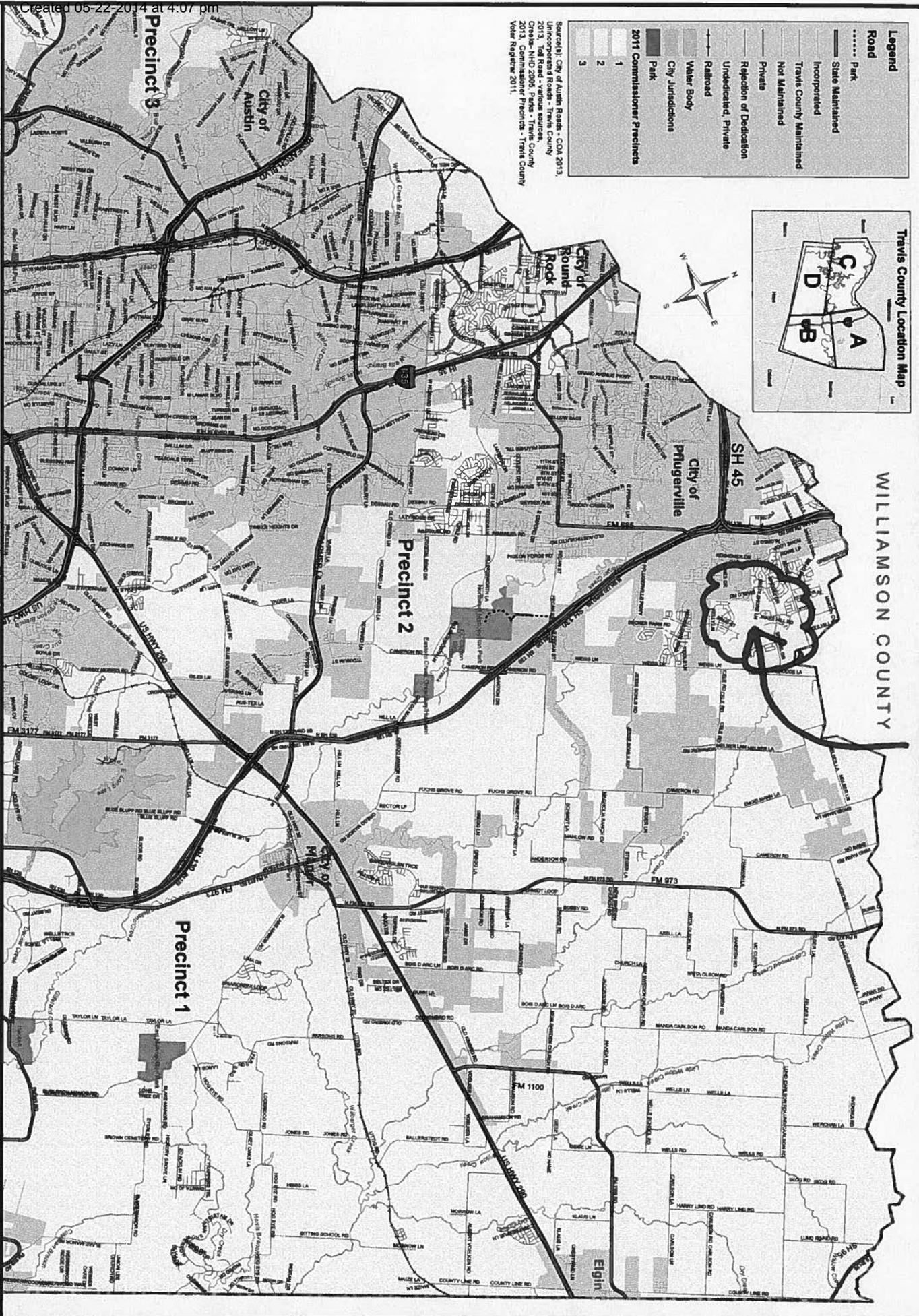


Legend

- Park
- State Maintained
- Incorporated
- Travis County Maintained
- Not Maintained
- Private
- Rejection of Dedication
- Undedicated, Private
- Railroad
- Water Body
- City Jurisdiction
- 2011 Commissioner Precincts

1
2
3

Source(s): City of Austin Roads - COA 2013, Unincorporated Roads - Travis County, 2013, Toll Road - various sources, Green - NHD 2005, Parks - Travis County, 2013, Commissioner Precincts - Travis County Voter Register 2011.



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 accuracy or completeness.

Travis County Roadways, Map A

0 1 Miles

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



Travis County Commissioners Court Agenda Request

Meeting Date: May 27, 2014

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

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

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

Sponsoring Court Member: Commissioner Davis, Precinct One

AGENDA LANGUAGE: Consider and take appropriate action on a request to use an Alternative Fiscal Agreement for Lakeside at Blackhawk, Section 5 – Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

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

STAFF RECOMMENDATIONS:

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

ISSUES AND OPPORTUNITIES:

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

Plat Status

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

Restoration/Erosion Control Fiscal

The fiscal for the subdivision's restoration and improvements has been posted with Travis County as a letter of credit in the amount of \$204,085.00.

Access to Publicly Maintained Road

Lakeside at Blackhawk, Section 5 takes access from a section of Winding Shore Lane within Section 3. This section of Winding Shore Lane is maintained by Travis County.

Wastewater Service

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

Construction Plans and Engineer's Estimate of Construction Cost Approved

All comments by Travis County staff have been addressed and the reviewer is prepared to sign the cover sheets of the plans and issue permit #13-2565. The estimated cost of the improvements is \$979,876.37. This amount includes all costs related to the construction of all streets and drainage facilities (including temporary erosion controls and all structures contributing to the total detention).

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

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

ATTACHMENTS/EXHIBITS:

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

REQUIRED AUTHORIZATIONS:

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

CC:

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

SM:AB:ps

1101 - Development Services Long Range Planning - Lakeside at Blackhawk, Section 5

§ EXHIBIT 82.401 (D)

(d) Alternative Fiscal Policy Request and Acknowledgement

STATE OF TEXAS §

COUNTY OF TRAVIS §

TO THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS:

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

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

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

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

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

Executed this _____ day of _____, _____.

OWNER:

By: Lakeside I, Sec. 5, LTD.

Name: Robert M. TIEMANN

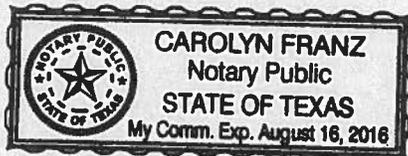
Title: MANAGER
Authorized Representative

TRAVIS COUNTY, TEXAS By: _____
County Judge

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me by Robert M. Tiemann on the 12th day of May 2014, in the capacity stated herein.



Carolyn Franz
Notary Public in and for
the State of Texas

Carolyn Franz
Printed or typed name of notary

My commission
expires: 8/16/2016

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

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

Notary Public in and for
the State of Texas

Printed or typed name
of notary
My commission
expires: _____

Mailing Address of Owner:

FIELD NOTE DESCRIPTION: 16.48 ACRE TRACT

BEING A TRACT OR PARCEL OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, AND BEING OUT OF AND A PART OF THE A. BAILEY SURVEY NO. 34 AND THE V.W. SWEARNEGEN SURVEY NO. 32 AND BEING A PART OF THOSE CERTAIN TRACTS OF LAND DESCRIBED AS TRACT 1, SAID TO CONTAIN 95.256 ACRES OF LAND, IN A DEED TO ROBERT M. TIEMANN FROM GEORGE P. PREWITT, JR., INDIVIDUALLY, AND SHIRLEY J. PREWITT ON BEHALF OF LOKI, LTD., DATED DECEMBER 21, 1995 AND RECORDED IN VOLUME 12625, PAGE 570, OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND TRACT I, SAID TO CONTAIN 88.189 ACRES OF LAND, IN A DEED TO ROBERT M. TIEMANN FROM JACQUELYNE H. SMITH, DATED AUGUST 4, 2000, AND RECORDED IN DOCUMENT NO. 2000127193 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for a point of reference at the northeast corner of that certain tract of land said to contain 21.276 acres of land in a Special Warranty Deed to RH of Texas Limited Partnership, from Robert M. Tiemann, recorded in Document No. 2001000859 of the Official Records of Travis County, Texas, same being a point in a common line of the remainder of said 95.256 acre tract;

THENCE with the east line of said 21.276 acre tract, the following seven (7) courses:

1. South 15°32'37" West, a distance of 53.19 feet to a point;
2. South 22°17'57" West, a distance of 101.94 feet to a point;
3. South 41°24'49" West, a distance of 266.69 feet to a point in the arc of a curve to the right;
4. Along the arc of said curve to the right a distance of 46.22 feet, said curve having a radius of 225.00 feet, a central angle of 11°46'14", a chord which bears North 42°42'04" West, a chord distance of 46.14 feet to a point, said curve not being tangent to the last described course:
5. South 60°22'07" West, a distance of 213.85 feet to a point;
6. South 66°04'03" East, a distance of 416.80 feet to a point;
7. South 48°43'06" East, a distance of 87.60 feet to the **POINT OF BEGINNING** of the herein described tract;

THENCE departing the east line of said 21.276 acre tract, North 32°40'12" East, crossing said 95.256 acre tract, a distance of 172.84 feet to a point in the arc of a curve to the right, for an angle corner of this tract;

THENCE along the arc of said curve to the right a distance of 15.78 feet passing a point in the east line of said 95.256 acre tract, entering said 88.189 acre tract, in all a total arc distance of 37.42 feet, said curve having a radius of 265.00 feet, a central angle of 08°05'25", a chord which bears South 53°17'06" East, a chord distance of 37.39 feet to a

point, for an angle corner of this tract, said curve not being tangent to the last described course;

THENCE crossing said 88.189 acre tract the following twenty-seven (27) courses:

1. North $40^{\circ}45'37''$ East, a distance of 50.00 feet to a point, for an angle corner of this tract;
2. North $73^{\circ}55'00''$ East, a distance of 157.06 feet to a point, for an angle corner of this tract;
3. North $82^{\circ}48'09''$ East, a distance of 152.74 feet to a point, for an angle corner of this tract;
4. South $89^{\circ}28'43''$ East, a distance of 139.32 feet to a point, for an angle corner of this tract;
5. North $04^{\circ}03'06''$ West, a distance of 49.00 feet to a point, for an angle corner of this tract;
6. North $85^{\circ}56'54''$ East, a distance of 140.00 feet to a point, for an angle corner of this tract;
7. South $04^{\circ}03'06''$ East, a distance of 7.43 feet to a point, for an angle corner of this tract;
8. North $85^{\circ}56'54''$ East, a distance of 187.94 feet to a point, for an angle corner of this tract;
9. North $84^{\circ}35'35''$ East, a distance of 190.00 feet to a point, for an angle corner of this tract;
10. North $05^{\circ}24'25''$ West, a distance of 31.40 feet to a point, for an angle corner of this tract;
11. North $84^{\circ}35'35''$ East, a distance of 120.00 feet to a point, for the northeast corner of this tract;
12. South $05^{\circ}24'25''$ East, a distance of 100.00 feet to a point, for an angle corner of this tract;
13. South $02^{\circ}04'12''$ East, a distance of 112.52 feet to a point, for an angle corner of this tract;
14. South $01^{\circ}31'55''$ East, a distance of 116.79 feet to a point, for an angle corner of this tract;
15. South $23^{\circ}12'53''$ West, a distance of 348.92 feet to a point, for an angle corner of this tract;
16. South $50^{\circ}32'07''$ West, a distance of 351.81 feet to a point, for an angle corner of this tract;
17. South $76^{\circ}12'36''$ West, a distance of 232.14 feet to a point, for an angle corner of this tract;
18. North $09^{\circ}52'46''$ West, a distance of 120.00 feet to a point, for an angle corner of this tract;
19. North $80^{\circ}07'14''$ East, a distance of 6.95 feet to a point in the arc of a curve to the left, for an angle corner of this tract;
20. Along the arc of said curve to the left a distance of 4.29 feet, said curve having a radius of 634.63 feet, a central angle of $00^{\circ}23'15''$, a chord which bears North

- 79°55'36" East, a chord distance of 4.29 feet to a point, for an angle corner of this tract;
21. North 10°16'01" West, a distance of 179.99 feet to a point, for an angle corner of this tract;
 22. South 80°07'14" West, a distance of 273.04 feet to a point, for an angle corner of this tract;
 23. North 16°05'00" West, a distance of 30.47 feet to a point, for an angle corner of this tract;
 24. South 73°55'00" West, a distance of 87.47 feet to a point, for an angle corner of this tract;
 25. North 54°19'41" West, a distance of 90.50 feet to a point, for an angle corner of this tract;
 26. North 17°18'12" West, a distance of 81.91 feet to a point, for an angle corner of this tract;
 27. North 20°52'56" West, a distance of 118.68 feet to a point in the east line of said 21.276 acre tract, for an angle corner of this tract;

THENCE with the east line of said 21.276 acre tract the following two (2) courses:

1. North 20°52'52" West, a distance of 40.77 feet to a point, for an angle corner of this tract;
2. North 48°43'06" West, a distance of 44.57 feet passing a point in the west line of said 88.189 acre tract, entering said 95.256 acre tract in all a total distance of 68.85 feet to the **POINT OF BEGINNING**.

Containing 16.48 acres of land more or less.

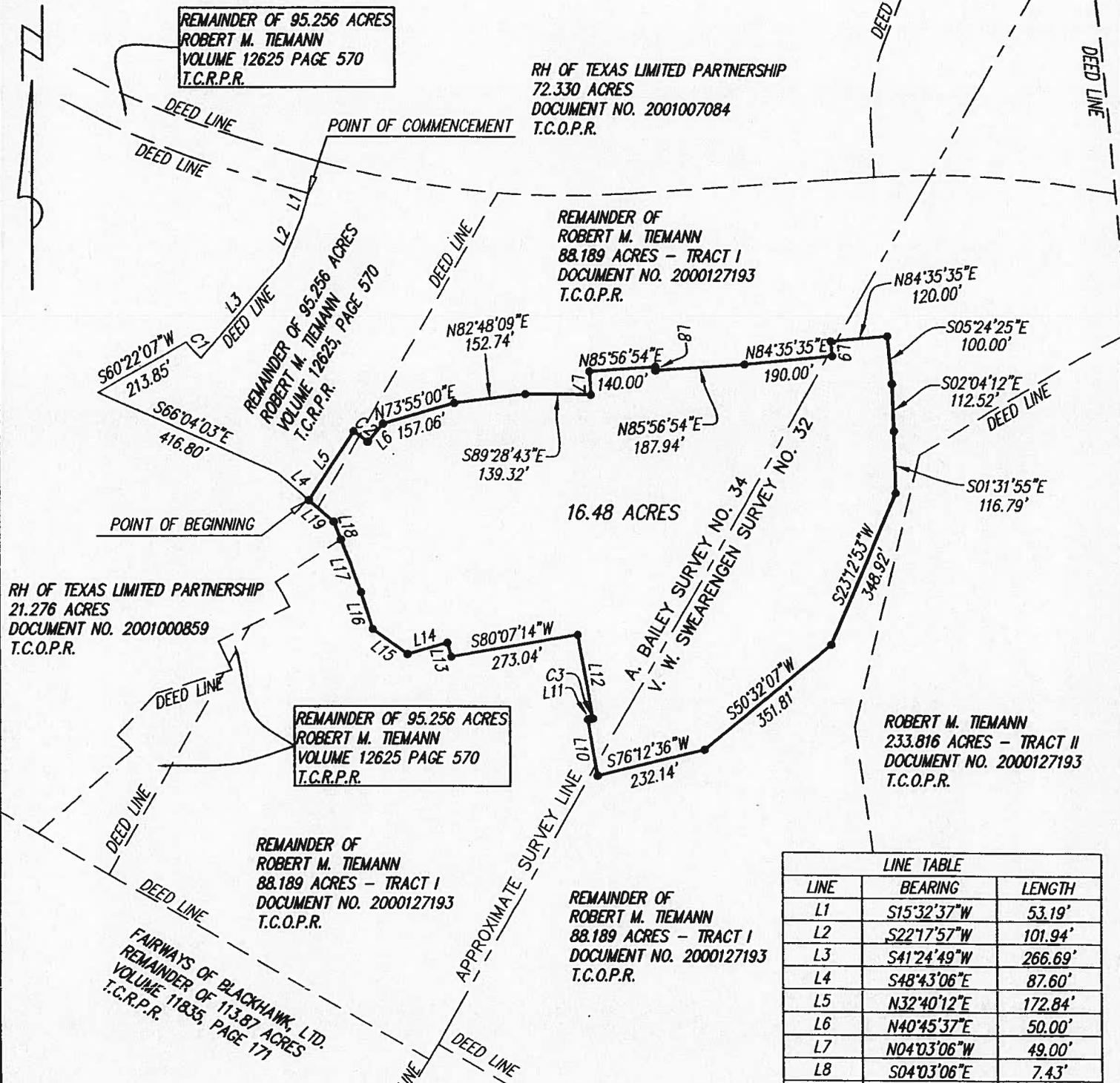
This survey was made from available deed information, plat records, and other recorded information available, and does not purport to be an on the ground survey.

Randall S. Jones 11/20/01
Randall S. Jones Date
Registered Professional Land Surveyor No. 4391
State of Texas



RJ Surveying, Inc.
1212 E. Braker Lane
Austin, Texas 78753

SKETCH TO ACCOMPANY FIELD NOTES



REMAINDER OF 95.256 ACRES
ROBERT M. TIEMANN
VOLUME 12625 PAGE 570
T.C.R.P.R.

RH OF TEXAS LIMITED PARTNERSHIP
72.330 ACRES
DOCUMENT NO. 2001007084
T.C.O.P.R.

REMAINDER OF
ROBERT M. TIEMANN
88.189 ACRES - TRACT I
DOCUMENT NO. 2000127193
T.C.O.P.R.

RH OF TEXAS LIMITED PARTNERSHIP
21.276 ACRES
DOCUMENT NO. 2001000859
T.C.O.P.R.

REMAINDER OF 95.256 ACRES
ROBERT M. TIEMANN
VOLUME 12625 PAGE 570
T.C.R.P.R.

REMAINDER OF
ROBERT M. TIEMANN
88.189 ACRES - TRACT I
DOCUMENT NO. 2000127193
T.C.O.P.R.

REMAINDER OF
ROBERT M. TIEMANN
88.189 ACRES - TRACT I
DOCUMENT NO. 2000127193
T.C.O.P.R.

ROBERT M. TIEMANN
233.816 ACRES - TRACT II
DOCUMENT NO. 2000127193
T.C.O.P.R.

FAIRWAYS OF BLACKHAWK, LTD.
REMAINDER OF 113.87 ACRES
VOLUME 11835, PAGE 171
T.C.R.P.R.

LEGEND:
T.C.R.P.R. TRAVIS COUNTY REAL PROPERTY RECORDS
T.C.O.P.R. TRAVIS COUNTY OFFICIAL PUBLIC RECORDS
● ANGLE POINT

CURVE	LENGTH	RADIUS	TANGENT	CHORD	DIRECTION	DELTA
C1	46.22'	225.00'	23.19'	46.14'	N42°42'04"W	11°46'14"
C2	37.42'	265.00'	18.74'	37.39'	S53°17'06"E	8°05'25"
C3	4.29'	634.63'	2.15'	4.29'	N79°55'36"E	0°23'15"

LINE	BEARING	LENGTH
L1	S15°32'37"W	53.19'
L2	S22°17'57"W	101.94'
L3	S41°24'49"W	266.69'
L4	S48°43'06"E	87.60'
L5	N32°40'12"E	172.84'
L6	N40°45'37"E	50.00'
L7	N04°03'06"W	49.00'
L8	S04°03'06"E	7.43'
L9	N05°24'25"W	31.40'
L10	N09°52'46"W	120.00'
L11	N80°07'14"E	6.95'
L12	N10°16'01"W	179.99'
L13	N16°05'00"W	30.47'
L14	S73°55'00"W	87.47'
L15	N54°19'41"W	90.50'
L16	N17°18'12"W	81.91'
L17	N20°52'56"W	118.68'
L18	N20°52'52"W	40.77'
L19	N48°43'06"W	68.85'

DATE: NOVEMBER 19, 2001 SCALE: 1" = 300'

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

Date: _____

Owner's Name and Address: Lakeside I Section 3, Ltd.

4421 Rowe Ln.

Pflugerville, TX 78660

Proposed Subdivision Name and Legal Description (the "Property"): Lakeside at Blackhawk Section 5

The undersigned Owner and the Executive Manager of Travis County Transportation and Natural Resources Department hereby agree that the sixty (60) day period for final action to be taken on a Completed Plat Application for the Property is hereby extended by mutual agreement and without compulsion for the reasonable period of: _____

Executed and effective as of the later date set forth below.

Owner: Lakeside I, Sec. 3

By: [Signature]

Name: Robert M. Timmerman

Title: Partner

Authorized Representative
Travis County, Texas

By: [Signature]

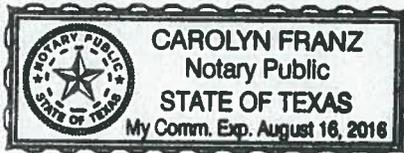
Executive Manager
Travis County Transportation and Natural Resources Department

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the day of October 24, 2013, by Robert M. Tiemann of Travis County, Texas, known to me personally or on the basis of an approved form of identification, in the capacity stated.



Carolyn Franz
Notary Public, State of Texas

My Commission Expires: 8-16-2016
Carolyn Franz
(Printed Name of Notary)

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledge before me on the day of _____, _____ by _____ of Travis County, Texas, known to me personally or on the basis of an approved form of identification, in the capacity stated.

Notary Public, State of _____
My Commission Expires: _____

(Printed Name of Notary)

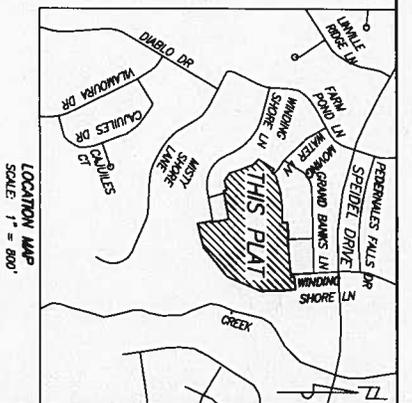
After Recording Return To:

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

FINAL PLAT OF
 LAKE SIDE AT BLACKHAWK SECTION 5

TRAVIS COUNTY
 CONSUMER PROTECTION NOTICE FOR HOME BUYERS

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

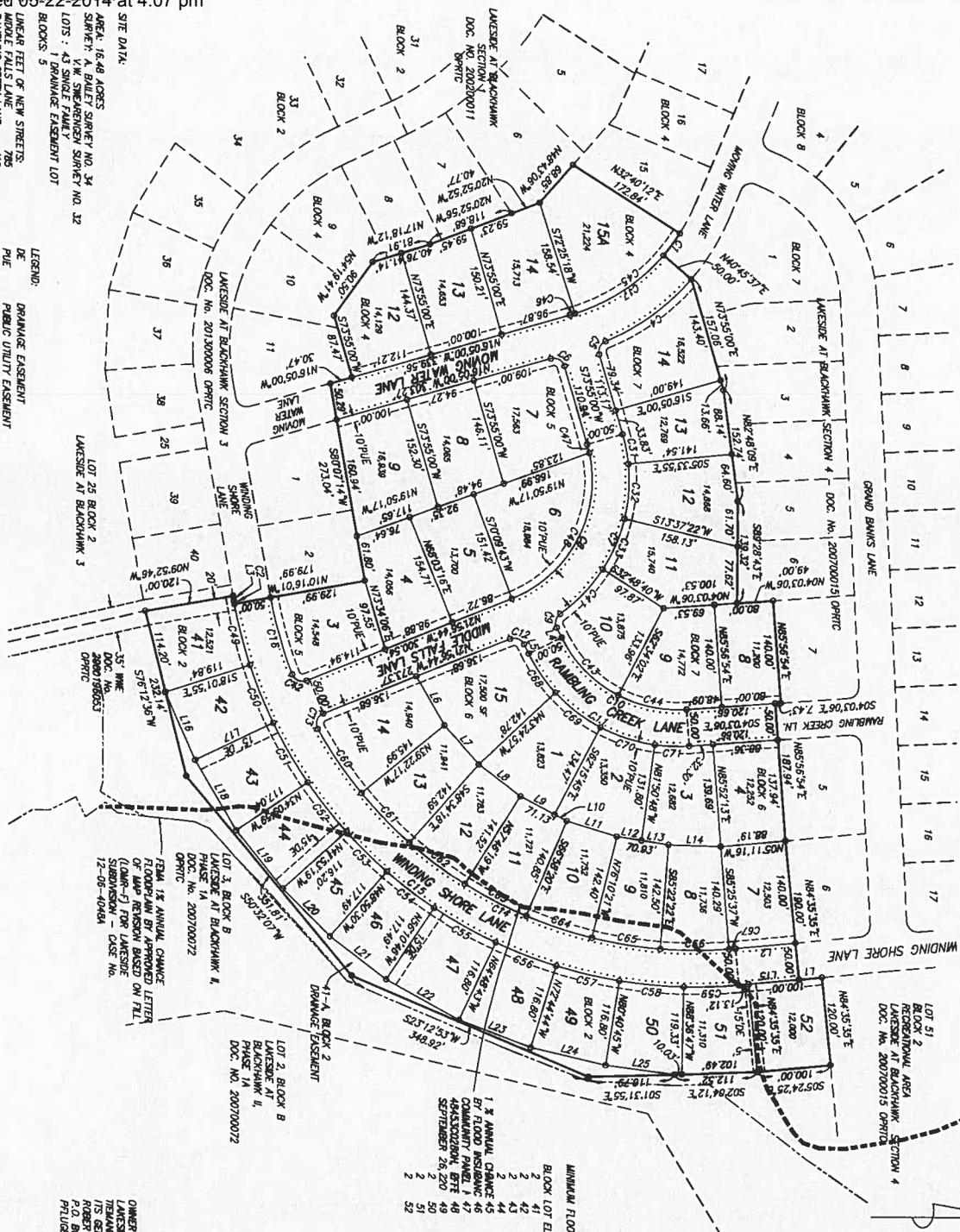


No.	DATE REVISION	BY

SHEET 1 OF 3 SHEETS

DATE: FEBRUARY 24, 2014
RANDALL JONES & ASSOCIATES ENGINEERING, INC.
 1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
 (512) 836-4793 FAX: (512) 836-4817
RJ SURVEYING & ASSOCIATES, INC.
 1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
 (512) 836-4793 FAX: (512) 836-4817
 F-9784

LAKESIDE AT BLACKHAWK SECTION 5



SITE DATA:
 AREA: 16.48 ACRES
 SURVEY: A BULEY SURVEY NO. 34
 SURVEY: V.W. SWENBERGER SURVEY NO. 32
 LOTS: 43 SINGLE FAMILY
 BLOCKS: 5
 1 DRAINAGE EASEMENT LOT

LEGEND:
 DE DRAINAGE EASEMENT
 PUE PUBLIC UTILITY EASEMENT
 WME WASTEWATER EASEMENT
 O SET 1/2" IRON ROD WITH RJ SURVEYING CAP
 11.941 LOT AREA IN SQUARE FEET
 ORRIT = OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS

LINEAR FEET OF NEW STREETS:
 MIDDLE FALLS LANE 785
 RAMBLING CREEK LANE 410
 WINDING SHORE LANE 992
 WINDING WATER LANE 510
 TOTAL 2697

BUILDING SETBACKS:
 25' - FRONT
 25' - REAR
 5' - SIDE
 10' - CORNER LOT, STREET SIDE

No.	DATE	REVISION

SHEET 2 OF 3 SHEETS

OWNER & SUBDIVIDER:
 LAKESIDE / SECTION 3, LTD.
 GENERAL PARTNER
 P.O. BOX 1190
 Pflugerville, Texas 78691

DATE: AUG. 28, 2013

SCALE: 1" = 100'

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
 1212 E. BRWNER LANE, AUSTIN, TEXAS 78733
 (512) 836-4793 FAX: (512) 836-4817

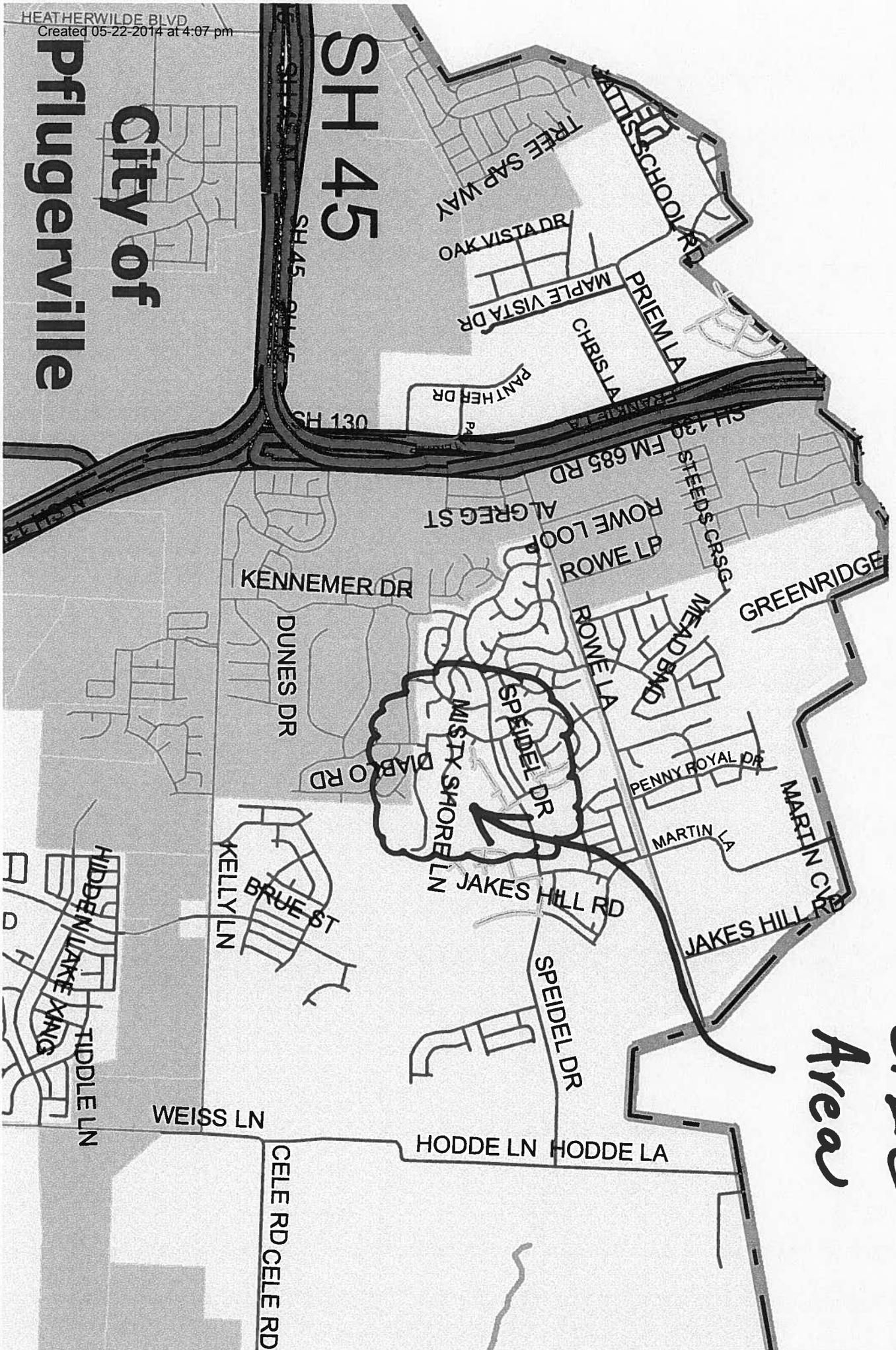
RJ SURVEYING & ASSOCIATES, INC.
 1212 E. BRWNER LANE, AUSTIN, TEXAS 78733
 (512) 836-4793 FAX: (512) 836-4817

LINE	LENGTH	BEARING	CHORD BEARING	CHORD DIST.
C1	37.42	265.00	N53°17'06" W	37.39
C2	4.29	634.63	N79°55'36" E	4.29
C3	148.66	315.00	N55°59'31" W	144.37
C4	21.82	15.00	S87°28'16" W	19.94
C5	23.56	15.00	S87°28'16" W	21.21
C6	276.66	225.00	S02°55'10" W	259.56
C7	276.66	225.00	S02°55'10" W	259.56
C8	258.89	175.00	N64°00'32" W	234.51
C9	21.05	15.00	S75°50'07" E	18.39
C10	207.24	175.00	N68°57'16" E	251.68
C11	207.24	225.00	S02°55'10" W	204.44
C12	22.49	15.00	S54°24'26" E	20.44
C13	25.41	15.00	S70°33'56" E	22.48
C14	674.49	564.63	N07°47'29" E	660.21
C15	94.05	634.63	N07°47'29" E	858.64
C16	108.67	564.63	N07°47'29" E	108.61
C17	153.35	265.00	N37°30'42" W	151.22
C18	41.30	225.00	S78°10'32" W	41.25
C19	111.57	175.00	S78°10'32" W	94.99
C20	98.16	175.00	S78°10'32" W	94.99
C21	183.66	265.00	S07°45'08" W	180.19
C22	12.06	175.00	N15°49'51" W	6.91
C23	244.92	175.00	S75°32'02" W	225.42
C24	80.30	634.63	N07°47'29" E	80.23
C25	85.10	634.63	N07°47'29" E	85.04
C26	93.61	634.63	N07°47'29" E	93.53
C27	85.54	634.63	N07°47'29" E	85.47
C28	77.02	634.63	N07°47'29" E	76.95
C29	81.28	634.63	N07°47'29" E	81.22
C30	85.62	634.63	N07°47'29" E	85.55
C31	87.88	634.63	N07°47'29" E	87.81
C32	87.88	634.63	N07°47'29" E	87.81
C33	75.25	634.63	N07°47'29" E	75.21
C34	75.25	634.63	N07°47'29" E	75.21
C35	106.71	564.63	N07°47'29" E	106.57
C36	91.66	564.63	N07°47'29" E	91.59
C37	91.66	564.63	N07°47'29" E	91.59
C38	91.66	564.63	N07°47'29" E	91.59
C39	91.66	564.63	N07°47'29" E	91.59
C40	91.66	564.63	N07°47'29" E	91.59
C41	91.66	564.63	N07°47'29" E	91.59
C42	91.66	564.63	N07°47'29" E	91.59
C43	91.66	564.63	N07°47'29" E	91.59
C44	91.66	564.63	N07°47'29" E	91.59
C45	91.66	564.63	N07°47'29" E	91.59
C46	91.66	564.63	N07°47'29" E	91.59
C47	91.66	564.63	N07°47'29" E	91.59
C48	91.66	564.63	N07°47'29" E	91.59
C49	91.66	564.63	N07°47'29" E	91.59
C50	91.66	564.63	N07°47'29" E	91.59
C51	91.66	564.63	N07°47'29" E	91.59
C52	91.66	564.63	N07°47'29" E	91.59
C53	91.66	564.63	N07°47'29" E	91.59
C54	91.66	564.63	N07°47'29" E	91.59
C55	91.66	564.63	N07°47'29" E	91.59
C56	91.66	564.63	N07°47'29" E	91.59
C57	91.66	564.63	N07°47'29" E	91.59
C58	91.66	564.63	N07°47'29" E	91.59
C59	91.66	564.63	N07°47'29" E	91.59
C60	91.66	564.63	N07°47'29" E	91.59
C61	91.66	564.63	N07°47'29" E	91.59
C62	91.66	564.63	N07°47'29" E	91.59
C63	91.66	564.63	N07°47'29" E	91.59
C64	91.66	564.63	N07°47'29" E	91.59
C65	91.66	564.63	N07°47'29" E	91.59
C66	91.66	564.63	N07°47'29" E	91.59
C67	91.66	564.63	N07°47'29" E	91.59
C68	91.66	564.63	N07°47'29" E	91.59
C69	91.66	564.63	N07°47'29" E	91.59
C70	91.66	564.63	N07°47'29" E	91.59
C71	91.66	564.63	N07°47'29" E	91.59

LINE	LENGTH	BEARING
L1	31.40	N05°24'23" W
L2	61.72	N05°24'23" W
L3	6.85	N07°07'14" E
L4	15.85	S83°57'42" W
L5	14.14	N43°57'42" E
L6	76.66	N07°50'08" E
L7	70.21	N47°41'21" E
L8	71.00	N47°41'21" E
L9	52.46	N02°10'12" E
L10	18.67	N02°10'12" E
L11	71.00	N17°10'48" E
L12	33.66	N02°00'53" E
L13	37.27	N02°00'53" E
L14	71.31	N07°46'04" E
L15	61.72	N05°24'23" W
L16	116.80	N41°53'19" W

City of Pflugerville

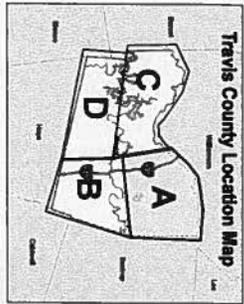
SH 45



*Site
Area*

Site Area

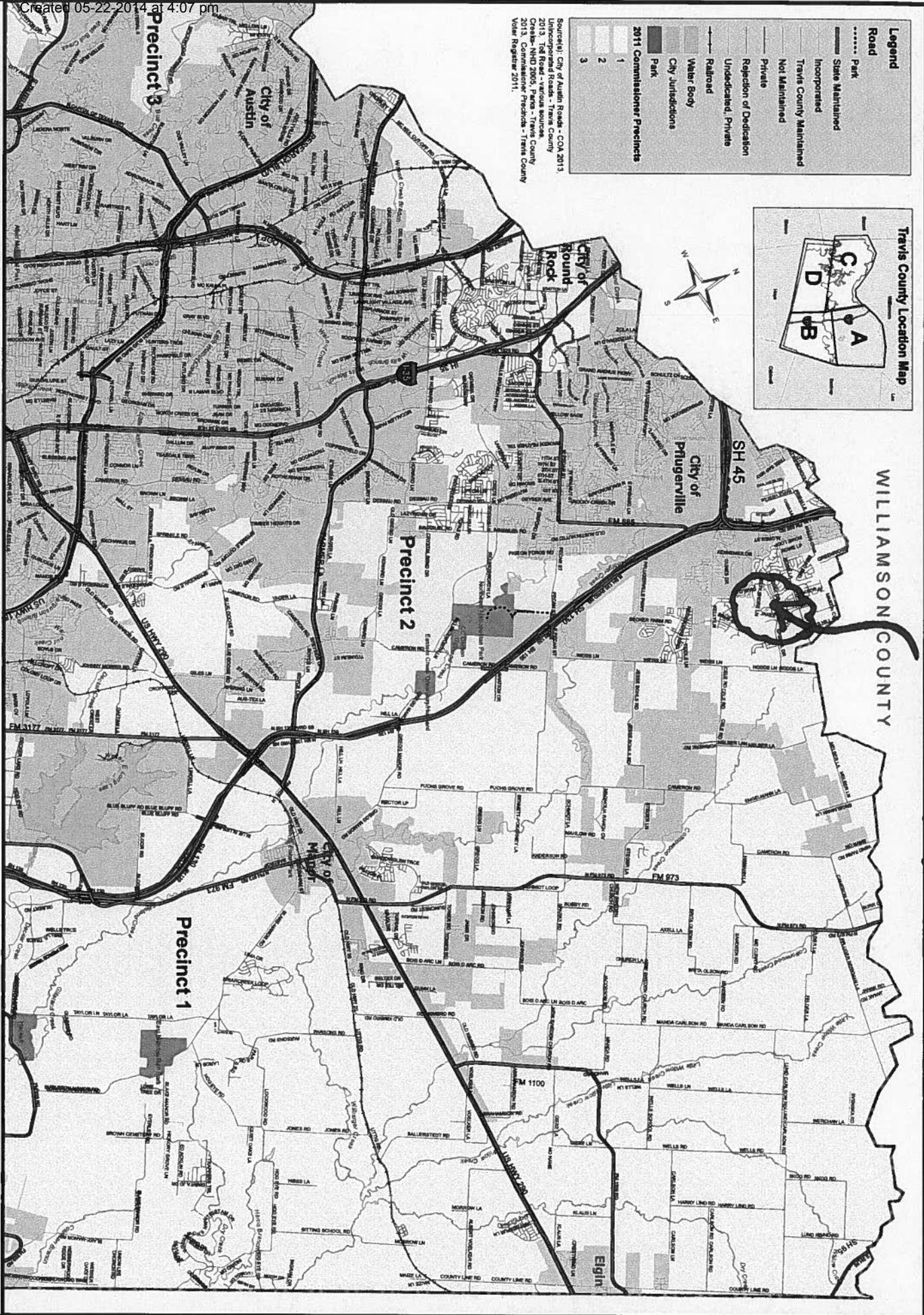
Travis County Location Map



Legend

- Road
 - Park
 - State Maintained
 - Incorporated
 - Travis County Maintained
 - Not Maintained
 - Private
 - Rejection of Dedication
 - Undedicated, Private
 - Railroad
 - Water Body
 - City Jurisdiction
 - Park
- 2011 Commissioners Precincts
 - 1
 - 2
 - 3

Source(s): City of Austin Roads - COA 2013
 Unincorporated Roads - Travis County
 2013 Toll Road - Various sources
 Creek-NHD 2005, 7 years - Travis County
 2013, Toll Road - Various sources
 Water Register 2011.



Travis County Roadways, Map A



Map Prepared by Travis County
 Dept. of Transportation & Natural
 Resources
 Date: 05/21/2013

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



Travis County Commissioners Court Agenda Request

Meeting Date: May 27, 2014

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

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

A handwritten signature in blue ink, appearing to read "S. Manilla".

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

Sponsoring Court Member: Commissioner Davis, Precinct One

AGENDA LANGUAGE:

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

- A) A plat for recording: Avalon Phase 15A Final Plat (Long Form Final Plat - 44 total lots - 12.90 acres - Abigail Way - City of Pflugerville 2-mile ETJ); and
- B) Approve a Subdivision Construction Agreement between with Pulte Homes of Texas, LP.

BACKGROUND/SUMMARY OF REQUEST:

A) This final plat consists of 41 single-family lots and 3 open space/drainage easement lots on 12.90 acres. There are 2,096 linear feet of public streets proposed with this final plat. Water and wastewater services will be provided by the City of Pflugerville. Parkland fees in lieu of dedication have been made to the City of Pflugerville through a development agreement.

B) The applicant, Pulte Homes of Texas, LP. 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 September 24, 2013, and the final plat was approved by the City of Pflugerville on May 5, 2014, staff recommends approval of the final plat and the Subdivision Construction Agreement.

ISSUES AND OPPORTUNITIES:

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

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

EXHIBITS/ATTACHMENTS:

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

REQUIRED AUTHORIZATIONS:

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

CC:

SW:AB:sw

1101 - Development Services Long Range Planning- Avalon Phase 15A final plat

§ EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS COUNTY OF TRAVIS

This Agreement is made and entered into by and between Pulte Homes of Texas, L.P., (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 "Avalon 15A" (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: Pulte Homes of Texas, LP
10801 -2 Mopac Exp N. Suite 400
Austin, Tx 78759

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

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

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

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

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

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

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

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

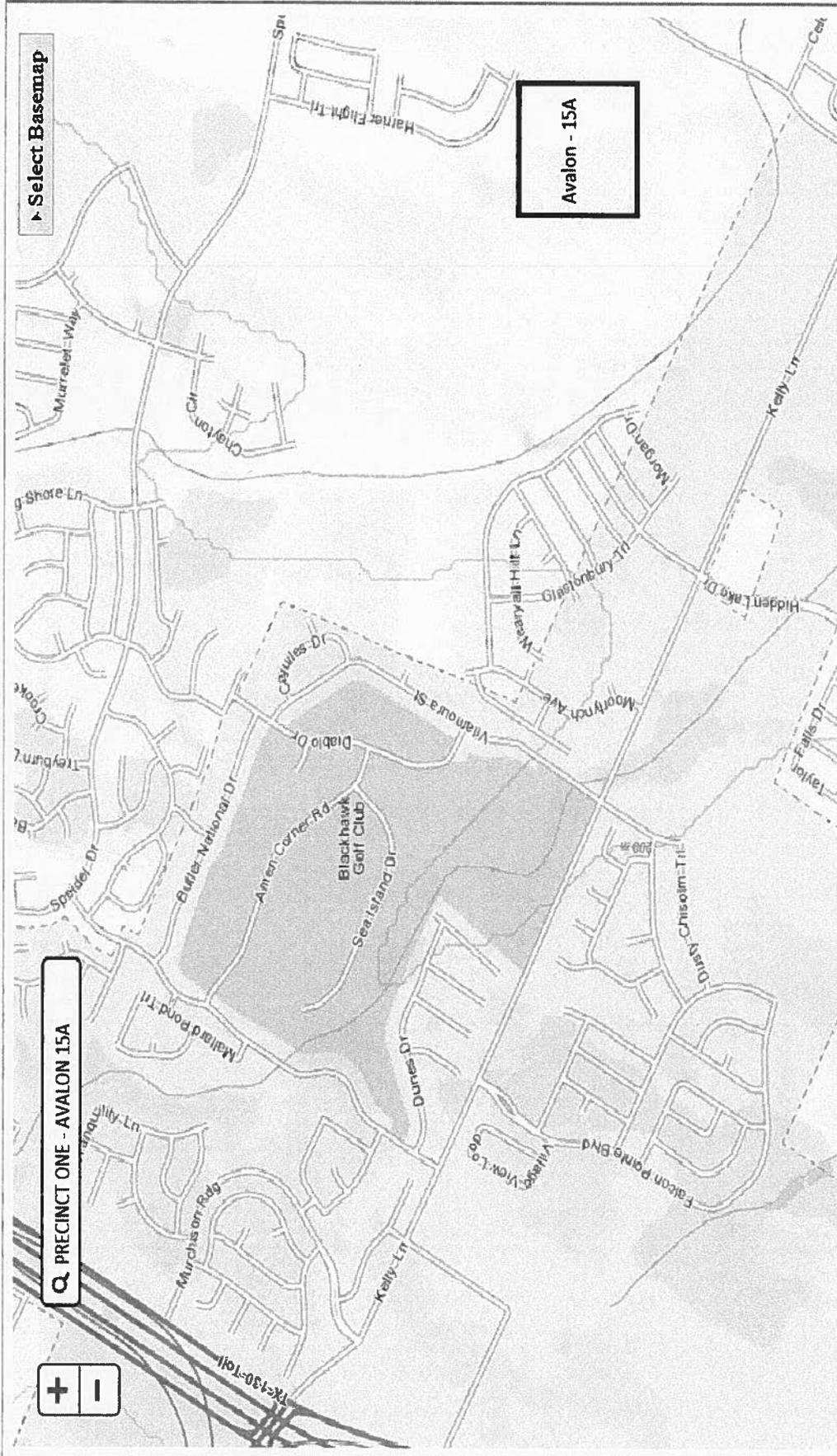
TRAVIS COUNTY, TEXAS

SUBDIVIDER:

County Judge

TRAVIS
COUNTY
TX.GOV

Travis County Commissioner Precincts



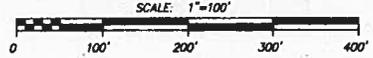
Select Basemap

Precinct One - Avalon 15A

Avalon - 15A

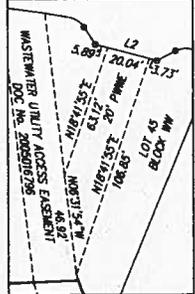
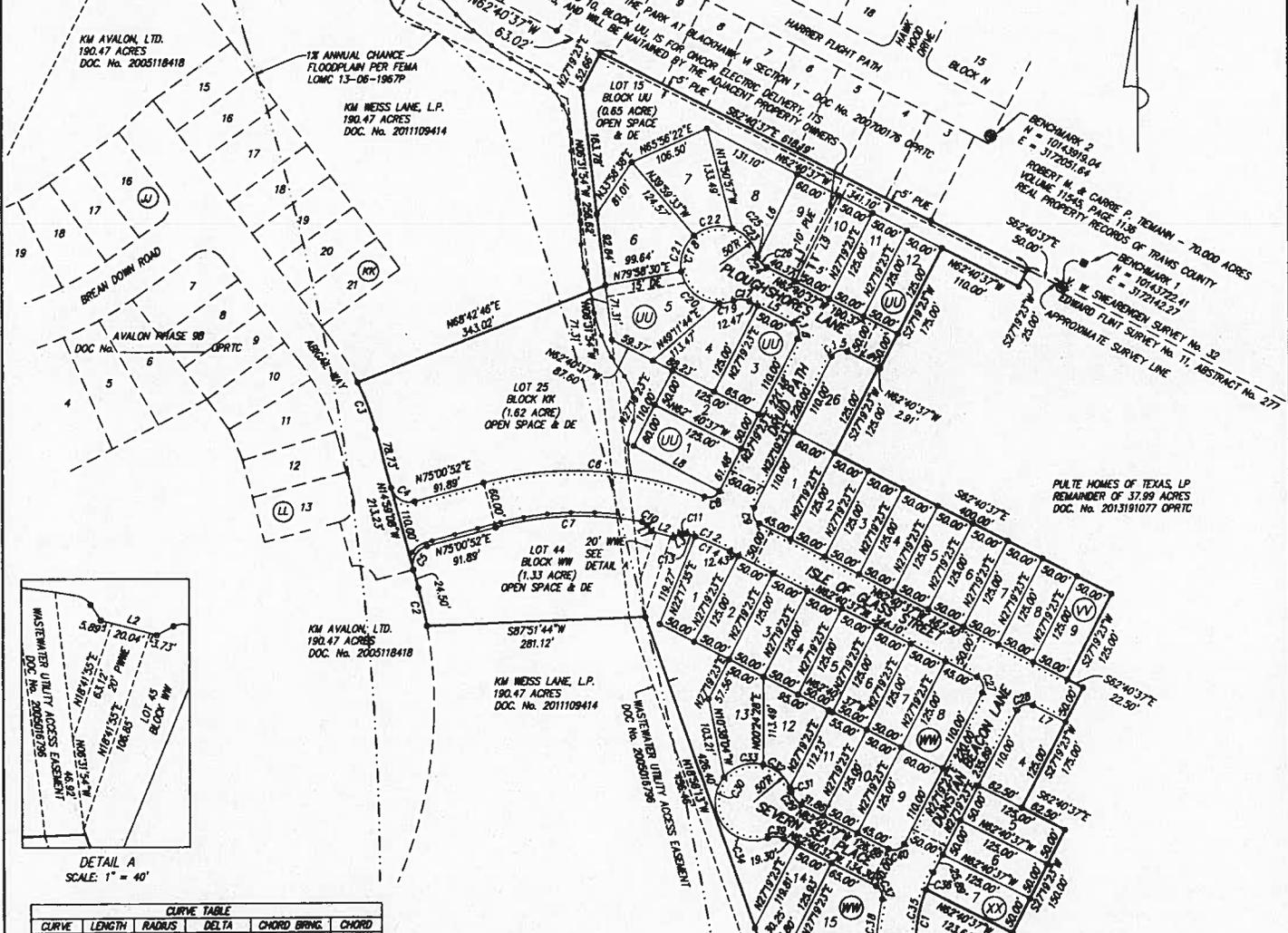
+ -

FINAL PLAT OF
AVALON PHASE 15A
TRAVIS COUNTY, TEXAS



SUBDIVISION SUMMARY:

	LOTS	ACRES
RESIDENTIAL:	41	6.68
NON-RESIDENTIAL:	0	0.00
PRIVATE OPEN SPACE:	0	0.00
DETENTION:	0	0.00
RESIDENTIAL INCLUDED IN THIS PHASE:		
	41	6.68
PREVIOUS RESIDENTIAL PHASES:		
	613	108.32
TOTAL RESIDENTIAL:		116.00
PUBLIC PARKLAND INCLUDED IN THIS PHASE:		
	3	3.00
TOTAL PARKLAND REQUIRED: PER COMPREHENSIVE DEV. AGREEMENT		
TOTAL PARKLAND DEDICATED TO DATE:	N/A	50.28



CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEING	CHORD
C1	78.69	215.00	20°38'09"	S102°23'36"W	78.25
C2	50.51	580.00	4°58'22"	N12°20'27"W	50.49
C3	64.88	350.00	10°37'16"	N20°17'47"W	64.79
C4	38.27	25.00	90°00'00"	N58°30'06"W	35.38
C5	38.27	25.00	90°00'00"	N30°00'54"E	35.38
C6	289.85	440.00	37°41'15"	N88°02'31"W	284.75
C7	180.07	418.20	25°38'41"	N88°00'12"E	188.44
C8	22.35	15.00	85°22'43"	N70°00'45"E	20.34
C9	23.58	15.00	90°00'00"	N17°40'37"W	21.21
C10	8.19	10.00	46°38'31"	N65°32'01"W	7.97
C11	8.19	10.00	46°38'31"	N65°34'01"E	7.97
C12	60.60	418.20	8°16'37"	N88°59'05"W	60.54
C13	12.17	418.20	1°39'46"	N70°07'40"W	12.17
C14	48.43	418.20	6°37'10"	N65°38'12"W	48.40
C15	23.58	15.00	90°00'00"	N72°18'23"E	21.21
C16	23.58	15.00	90°00'00"	N17°40'37"W	21.21
C17	21.03	25.00	48°11'25"	N68°46'18"W	20.41
C18	241.19	50.00	2°28'22"48"	N27°18'23"E	66.67
C19	18.82	50.00	21°33'40"	N78°54'50"E	18.70
C20	68.19	50.00	7°18'50"	N48°30'55"W	63.80
C21	51.61	50.00	59°22'05"	N18°38'33"E	48.52
C22	52.36	50.00	60°00'00"	N78°20'35"E	50.00
C23	48.02	50.00	56°10'11"	N62°34'18"W	47.08
C24	21.03	25.00	48°11'25"	N38°34'35"W	20.41
C25	3.00	25.00	6°32'58"	N17°35'43"W	3.00
C26	18.02	25.00	41°18'24"	N42°01'25"W	17.64
C27	23.58	15.00	90°00'00"	N17°40'37"W	21.21
C28	23.58	15.00	90°00'00"	N72°18'23"E	21.21
C29	21.03	25.00	48°11'25"	N38°34'35"W	20.41
C30	241.19	50.00	2°28'22"48"	N27°18'23"E	66.67
C31	6.33	50.00	7°15'16"	N18°08'32"W	6.33
C32	46.68	50.00	53°28'15"	N48°28'07"W	45.00
C33	56.42	50.00	64°38'27"	N72°28'52"E	53.48
C34	137.78	50.00	150°58'48"	N15°22'33"W	96.81
C35	102.85	215.00	27°24'32"	N13°37'02"E	101.87
C36	24.17	215.00	6°26'21"	N24°18'12"E	24.15
C37	20.10	15.00	78°45'47"	N62°17'43"W	18.63
C38	65.55	285.00	14°07'18"	N60°20'01"E	65.38
C39	21.03	25.00	48°11'25"	N68°46'18"W	20.41
C40	23.58	15.00	90°00'00"	N72°18'23"E	21.21

BRIEF LEGAL DESCRIPTION:
12.90 ACRES OUT OF THE EDWARD FLINT SURVEY No. 11, ABSTRACT No. 277, IN TRAVIS COUNTY, TEXAS, BEING A PART OF THAT 37.98 ACRE TRACT OF LAND CONVEYED TO PULTE HOMES OF TEXAS, LP, BY DEED RECORDED IN DOC. No. 2013191077 OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

LINE TABLE

LINE	LENGTH	BEARING
L1	8.67	N32°23'36"W
L2	28.65	N74°59'00"W
L3	8.67	N82°05'30"E
L4	45.00	N62°40'37"W
L5	62.47	N52°40'37"W
L6	116.82	N52°46'30"E
L7	47.50	N62°40'37"W
L8	125.00	N61°38'52"W
L9	125.00	S27°18'23"E

LEGEND:

- DE DRAINAGE EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- PWWE PUBLIC WASTEWATER EASEMENT
- FOUND 1/2" IRON ROD
- SET 1/2" IRON ROD WITH RJ SURVEYING CAP
- CONCRETE MONUMENT
- SIDEWALK REQUIRED - FOUR FEET WIDE
- HIKER & BIKE TRAIL REQUIRED - TEN FEET WIDE
- XX BLOCK NAME
- BENCHMARK

CENTERLINE OF 20' PUBLIC WASTEWATER EASEMENT. THE EASEMENT IS TO VACATE AUTOMATICALLY UPON RECORDED OF THE ADJACENT PLAT.

FINISHED FLOOR ELEVATIONS:

LOT No.	BLOCK	ELEVATION
1	WW	627.3'
2	WW	627.6'
13	WW	624.5'
14	WW	624.7'
1	UU	628.1'
2	UU	628.1'
4	UU	628.7'
5	UU	628.7'
8	UU	628.4'

STREET SUMMARY:

	LINEAR FEET	ROW WIDTH
ISLE OF GLASS STREET	833'	60'-50'
DRUID PATH	301'	50'
PLOUGHSHORES LANE	247'	50'
DUNSTAN BEACON LANE	391'	50'
SEVERN PLACE	224'	50'
TOTAL	2096'	

TOTAL AREA OF PLAT: 12.90 ACRES
41 SINGLE FAMILY LOTS
3 OPEN SPACE & DE LOTS

PROPERTY OWNER & SUBDIVIDER:
PULTE HOMES OF TEXAS, LP
BRENT BAKER, VICE PRESIDENT OF LAND DEVELOPMENT
10801-2 MOPAC EXPD. N. SLATE 400
AUSTIN, TEXAS 78759

DATE: APRIL 9, 2014 SCALE: 1" = 100'
RANDALL JONES & ASSOCIATES ENGINEERING, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 838-4793 FAX: (512) 838-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 838-4793 FAX: (512) 838-4817

No.	DATE	REVISION	BY
1.	4/9/12	ADDRESSED CITY COMMENTS PER 4/2/2014 LETTER	JRW



Travis County Commissioners Court Agenda Request

Meeting Date: May 27, 2014

Prepared By/Phone Number: Christy Moffett 512-854-3460

Elected/Appointed Official/Dept. Head:

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

COMMISSIONERS COURT SPONSOR: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on the following items related to the Community Development Block Grant made available through HUD:

- A. Briefing on the Program Year 2015-2017 Urban County Renewal Process;
- B. Certify the environmental review for The Housing Authority of Travis County's Continuum of Care Program with funding provided by HUD for two rental assistance projects; and
- C. Certify the Tier One environmental review for the Program Year 2013 Owner Occupied Home Rehabilitation program including:
 1. Certify the results of the Tier One;
 2. Approve postings to notify the public of the certification of the Tier One and of the Notice of Intent to Request Release of Funds;
 3. Authorize the County Judge to sign the required forms;
 4. Authorize the submission to the HUD San Antonio Region VI field office if no comments are received during the ten day posting period; and
 5. Delegate authority to the County Executive of Health and Human Services and Veterans Service to sign subsequent site specific environmental reviews.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Under the provisions of Title 1 of the Housing and Community Development Act of 1974 (42 USC 5301), the Federal government sponsors a program that provides annual grants to cities and counties to

develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities for low and moderate - income persons. Travis County became an urban entitlement community in 2006.

- A. Every three years, HUD requires counties receiving CDBG funds to renew their entitlement status as urban counties and to consider whether to include previously non-participating communities in their CDBG program. For 2012-2014 renewal period, the Village of Webberville participated in the Urban County.

To maintain its eligibility to receive CDBG funds from HUD, Travis County must renew its qualification for the upcoming 2015-2017 period. Final decisions including cooperation agreements with renewing and joining municipalities must be complete by July 15, 2014. Below is a full timeline for the renewal process:

Timeline for Urban County Renewal	
Action Needed	Due Date
Notification to non-participating cities about the ability to join	May 16, 2014
Notification to participating cities about renewal	May 30, 2014
Notification by participating cities if choose not to renew	June 20, 2014
Execution of Cooperative Agreement by Cities/Villages	No later than July 15, 2014
Execution of Cooperative Agreement by TCCC	July 22, 2014
Travis County submits all required documents to HUD	July 25, 2014

- B. Every HUD-funded project must go through the appropriate level of environmental review as required by HUD. The level of environmental review is attributed to the nature of each project and its potential impact on the environment.

Responsible Entities (RE) that receive assistance directly from HUD must assume responsibility for the environmental reviews, decision-making, and other actions that would otherwise apply to HUD under the National Environmental Policy Act (NEPA) and other provisions of NEPA, as specified in 24 CFR §58.5 and §58.6. REs assume this responsibility through the execution of a grant agreement with HUD and/or a legally

binding document such as the certification contained on form HUD-7015.15, Request for Release of Funds (RROF), which certifies the RE's assumption of environmental responsibilities.

The Housing Authority of Travis County (HATC) applied for renewal of HUD funding of its Continuum of Care (CoC) Program to provide rental assistance under projects SP-1 (Grant# TX0037L6J031205) and SP-2 (Grant# TX0235L6J031204). Typically, HUD has acted as the RE for the environmental clearance of this funding stream, but from this year forward, HUD is delegating that responsibility to entitlements. As our role as RE, it is appropriate for the delegation of responsibility to shift to the County.

The projects provide tenant-based rental assistance (TRR) for permanent supportive housing to literally and chronically homeless persons with severe and persistent mental illness and/or substance abuse issues in Travis County. The following supportive services are also provided to clients: assessment of service needs, assistance with moving costs, case management, employment assistant and job training, housing search and counseling services, life skills training, mental health services, outpatient health services, outreach services, substance abuse treatment services, and utility deposits.

The appropriate level of environmental review is Categorically Excluded Not Subject To §58.5 per 24 CFR 58.35(b). Excerpts from 24 CFR 58.35(b):

b) Categorical exclusions not subject to §58.5. The Department has determined that the following categorically excluded activities would not alter any conditions that would require a review or compliance determination under the Federal laws and authorities cited in §58.5. When the following kinds of activities are undertaken, the responsible entity does not have to publish a NOI/RROF or execute a certification and the recipient does not have to submit a RROF to HUD (or the State) except in the circumstances described in paragraph (c) of this section. Following the award of the assistance, no further approval from HUD or the State will be needed with respect to environmental requirements, except where paragraph (c) of this section applies. The recipient remains responsible for carrying out any applicable requirements under §58.6.

(1) Tenant-based rental assistance;

(2) Supportive services including, but not limited to, health care, housing services, permanent housing placement, day care, nutritional services, short-term payments for rent/mortgage/utility costs, and assistance in gaining access to local, State, and Federal government benefits and services;

This means that although the activity is categorically excluded from NEPA requirements, the grantee must nevertheless demonstrate compliance with the laws, authorities, and the Executive Orders listed in §58.5.

Furthermore, when the following kinds of activities are undertaken, the responsible entity does not have to publish a NOI/RROF or execute a certification and the recipient does not have to submit a RROF to HUD (or the State), except in any applicable circumstances described in paragraph (c) of 24 CFR 58.35.

The HATC’s rental assistance projects outline above fall under this category of environmental review because the following conditions are met:

- The project only involves tenant-based rental assistance and related supportive services.
- The supportive services fall under the supportive services allowed under 24 CFR 58.35(b)(2), as outlined in the table below:

Supportive service to be provided under projects SP-1 & SP-2	Supportive service allowed per 24 CFR 58.35(b)(2)
Assessment of service needs	Other supportive services
Assistance with moving costs	Housing services
Case management	Other supportive services
Employment assistant and job training	Other supportive services
Housing search and counseling services	Housing services
Life skills training	Other supportive services
Mental health services	Health care
Outpatient health services	Health care
Outreach services	Other supportive services
Substance abuse treatment services	Health care
Utility deposits	Short-term payments for rent, mortgage, and/or utility costs

Certifying Officer

HUD regulations, pertaining to environmental reviews, requires designation of a Certifying Officer to carry out certain responsibilities and authorizations.

- The Certifying Officer represents the Responsible Entity (RE) , and serves as the “responsible Federal official,” who has the legal capacity to carry out the responsibilities of §58.13, and is authorized to certify Request for Release Of Funds (RROF) and represent the RE in federal court.
- The Certifying Officer for a State is the Governor. The Certifying Officer for a city is the Mayor or City Manager. The Certifying Officer for a county (or equivalent) is the highest elected official; which is the County Judge.

C. The Travis County CDBG Owner-Occupied Home Rehabilitation program’s purpose is to improve the quality of housing stock in the CDBG service area for low-to-moderate income owner occupied houses. For Program Year 2013, \$450,000 has been allocated. This project will continue funding minor home repair services for low- and moderate-income homeowners in the unincorporated areas of Travis County and the Village of Webberville, to move homes towards Housing Quality Standards. The program seeks to improve the energy efficiency, physical living conditions, and safety in owner-occupied homes. A 0% interest, forgivable 5-year loan up to \$24,999 with no required annual or monthly payments is available. The deferred loan is forgiven at a pro-rata rate of 20% for each year of home ownership. Examples of potential improvements include, but are not limited to: foundation repair, roofing, flooring, electrical, plumbing, accessibility modifications, connection of houses to long-term viable sources of water (not part of a stand-alone infrastructure project), weatherization, noise attenuation, septic tank repairs and installation, and related engineering and/or design for improvements.

These funds are targeted toward homeowners at or below 80% Median Family Income (MFI) in the CDBG service area. This project will be administered by a Meals on Wheels and More, Inc, which has been administering the CDBG Home Rehabilitation Program since its inception.

1. The appropriate level of environmental review is Categorically Excluded Activity Subject to §58.5. This means that although the activity is categorically excluded from NEPA requirements, the grantee must nevertheless demonstrate compliance with the laws, authorities, and the Executive Orders listed in §58.5.

Home Rehabilitation falls under this category of environmental review because the following conditions are met:

- Only residential properties with one to four units will be rehabilitated,
- The density is not increased beyond four units,
- The land use is not changed, and
- If the building is located in a floodplain or in a wetland, the footprint of the building is not increased.

The CDBG Office has chosen to tier its environmental review of the housing rehabilitation program in a similar manner as was done in PY12. According to 24 CFR Part 58, a responsible entity may tier its environmental review and assessments to eliminate the repetitive discussions of the same issues at subsequent levels of review. Tiering is appropriate when there is a requirement to evaluate a policy or proposal early in the stages of development or when site specific analysis of mitigation is not initially feasible and a more narrow or focused analysis is better done at a later date. Due to the nature of this program, specific sites will require additional review based on their location within the CDBG service area. Site specific reviews will contain information on Historic Properties, Floodplain Management, Airport Hazards, and Contamination and Toxic Substances. The remaining areas of environmental review will be covered in the Tier One environmental review since they are repetitive.

The Tier One was completed by CDBG staff and may be located in Attachment E.

2. For Travis County to be able to move forward with contracting the funds, the results of the Tier One and a Notice of Intent/ Request for Release of Funds (NOI/RROF) must be completed. To do this, a notice, Attachment F, must be posted to notify the public of Travis County's 10 day comment period and HUD's 15 day comment period. After satisfactorily meeting both comment periods, HUD can release the funds for construction use. Travis County's comment period is proposed to start May 28, 2014 and last through June 6, 2014. HUD's 15 day comment period begins after receipt of the RROF which staff anticipates will be on or about June 9, 2014.

The posting will be placed on the Travis County website, the seven Travis County Community Centers, Commissioners Court Members' Offices, and the Ned Granger building. Additionally, notices will be mailed or emailed to neighborhood associations, school districts and other interested parties to notify the public of the County's 10-day comment period regarding the result of the project's environmental review and HUD's 15-day comment period to allow the release of funds.

3. In 24 CFR Part 58.2(A)(2), it states "Certifying Officer means the official who is authorized to execute the Request for Release of Funds and Certification and has the legal capacity to carry out the responsibilities of Sec. 58.13." In 58.13, it states " Under the terms of the certification required by Sec. 58.71, a responsible entity's certifying officer is the ``responsible Federal official" as that term is used in section 102 of NEPA and in statutory provisions cited in Sec. 58.1(b). The Certifying Officer is therefore responsible for all the requirements of section 102 of NEPA and the related provisions in 40 CFR parts 1500 through 1508, and 24 CFR part 58, including the related Federal authorities listed in Sec. 58.5. The Certifying Officer must also:
 - a) Represent the responsible entity and be subject to the jurisdiction of the Federal courts. The Certifying Officer will not be represented by the Department of Justice in court; and
 - b) Ensure that the responsible entity reviews and comments on all EISs prepared for Federal projects that may have an impact on the recipient's program.

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

The required form for signature is found in Attachment G.

4. Typically, no comments are received during the 10 day comment period. In order to be more expeditious, staff would like to refrain from coming back to the Commissioners Court to report that no comments were received prior to the Court authorizing submission to HUD. If any comments are received, staff would bring the item back to the Commissioners Court prior to submission to HUD. Form

7015.15 (Attachment G) is all that is submitted to HUD for this process.

5. For the Program Year 2012 home rehabilitation site specific determinations, the Commissioners Court delegated authority to the County Executive for Health and Human Services and Veterans Service to sign off on the work rather than bringing numerous requests to Court.

For this project, it is possible that upwards of 20 homes will be repaired using these funds over the next twelve months which translates to 20 agenda items. Additionally, each home will have a different time frame for construction to start. Therefore, in the interest of time and efficiency in handling these transactions, the CDBG Office found that the Certifying Officer is allowed to delegate signature authority as per the excerpt below from HUD's Region VI Environmental Office Compliance Book (May 2012, page 3).

Certifying Officer

1. *The Certifying Officer represents the Responsible Entity (RE), and serves as the "responsible Federal official," who has the legal capacity to carry out the responsibilities of §58.13, and is authorized to certify Request for Release Of Funds (RROF) and represent the RE in federal court.*
2. *The Certifying Officer for a State is the Governor. The Certifying Officer for a city is the Mayor or City Manager. The Certifying Officer for a county (or equivalent) is the highest elected official.*
3. *A formal written delegation is required to transfer Certifying Officer responsibility from Governor, Mayor, City Manager, or elected county judge to another individual. This written documentation must be included as part of the Environmental Review Record.*
4. *The Certifying Officer ensures all project mitigation and conditions are included in awards, contracts and other agreements pertaining to the project.*

5. Although the Certifying Officer must sign the RROF, s/he does NOT need to approve or sign environmental review forms. A manager within the RE's agency may be authorized to approve and sign environmental review forms on the RE's behalf.

For the project, the County Judge, aka the Certifying Officer, signed the RROF in January and staff submitted it to HUD. The Tier 2 forms are considered environmental review forms (see Attachment E). The Commissioners Court may delegate that authority to a manager within the Responsible Entity's agency to sign these forms.

STAFF RECOMMENDATIONS:

A. Once HUD released its official guidance regarding the urban county renewal timelines, the Department set a schedule and began to move forward ascertaining the interest of municipalities in joining the urban county. On May 16, 2014, the Department sent a letter, additional information and the Cooperation Agreement (Attachment "A") to the 17 non –entitlement and non-participating incorporated areas of the County. Interested municipalities must execute a cooperation agreement, currently under development, by July 15, 2014.

On May 30, 2014, a letter to the Village of Webberville will be sent along with an amendment to the current Cooperation Agreement (Attachment "B"). The agreement required amendment to include updates to fair housing and civil rights language and a new clause about funding. The amendment is attached and must be executed by July 15, 2014. If the Village of Webberville does not want to renew their participation, they must notify the County by June 20, 2014.

B. Staff recommends that the County Judge, as the Certifying Official, certify the results of the environmental document. Please see the attached report (Attachments C & D).

C. Staff recommends approval of the tier one, approval the NOI/RROF for posting, approval the Judge to sign the 7015.15 form for submission to HUD after the 10 – day comment period ends, approval of submission to HUD without coming back to Commissioners Court if no comments are received and delegation of signature authority for the site specific determinations to the County Executive of HHS/VS.

ISSUES AND OPPORTUNITIES:

- A. Allowing municipalities join the urban county allows more flexibility with projects and builds on inter-governmental relationships, infrastructure and housing planning. Eligible residents of participating municipalities can participate in the CDBG funded home repair project, expanded social work services, and the expanded fair housing and tenant's rights counseling.
- B. Completing this process allows the County, and specifically the HATC, to come into compliance with its rental assistance projects under the Continuum of Care Program. The documentation is required by May 30, 2014.
- C. Allowing the signature authority to be delegated to the TCHHS/VS County Executive for the second tier of environmental reviews allows the program to move quickly and ensures that environmental clearance does not delay construction starts. Additionally, it reduces the burden to the Court's agenda and protects the privacy of homeowners.

FISCAL IMPACT AND SOURCE OF FUNDING:

- A. No general fund impact. The inclusions of municipalities will likely increase the annual CDBG allocation, however, by how much, is unknown.
- B. None.
- C. None.

REQUIRED AUTHORIZATIONS:

Legal.

CC:

Leslie Browder, PBO

Aerin Toussaint, PBO

Jason Walker, Purchasing Office

Nicki Riley, Auditor's Office

Janice Cohoon, Auditor's Office

Lee Turner, TNR

Mary Etta Gerhardt, County Attorney's Office

Jon White, TNR

Jessica Rio, PBO

Cyd Grimes, Purchasing Office

Kathleen Haas, TCHHS&VS

DeDe Bell, Auditor's Office

Steven Manilla, TNR

Deece Eckstein, IGR

Attachment "A"



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
And VETERANS SERVICE
100 North I.H. 35
P. O. Box 1748
Austin, Texas 78767**

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

May 16, 2014

The Honorable XXXXXX
Mayor
City of XXXXX
Address
Address

Re: Travis County Urban County Re-Qualification for Community Development Block Grant

Dear Mayor:

In 2006, Travis County was identified as an Urban County Entitlement for the Community Development Block Grant (CDBG) Program through the U.S. Department of Housing and Urban Development (HUD). The County has received CDBG funding for the past eight years and has allocated those funds to assist low- and moderate-income individuals and households residing in the unincorporated areas of the County and the Village of Webberville. Thus far, projects include the planning for and the improvement of infrastructure, acquisition of land necessary for increasing affordable housing, rehabilitation of homes to improve the safe and decent housing stock, homebuyer assistance to respond to the tightening mortgage credit market, increasing access to fair housing and tenant's rights counseling, and improving access to social services.

In accordance with HUD regulations, every three years urban counties receiving CDBG funds must re-affirm their urban county entitlement status. As part of the qualification process, Travis County may invite non-entitlement cities and villages to participate in the Travis County CDBG program.

To remain eligible to receive CDBG funds, Travis County is in the process of renewing its urban county status for 2015-2017. The timeline for completion of this work is as follows:

Timeline for Urban County Renewal	
Action Needed	Due Date
Notification to non-participating cities about the ability to join	May 16, 2014
Notification to participating cities about renewal	May 30, 2014
Notification by participating cities if choose not to renew	June 20, 2014
Execution of Cooperative Agreement by Cities/Villages	No later than July 15, 2014
Execution of Cooperative Agreement by TCCC	July 22, 2014
Travis County submits all required documents to HUD	July 25, 2014

For those cities and villages that choose to participate with Travis County, doing so will allow low-to-moderate income residents to access the CDBG-funded owner occupied home rehabilitation program and expanded fair housing counseling and social work services. Furthermore, participating cities will be able to submit eligible infrastructure, housing and social service projects for CDBG funding consideration. Finally, participation will bar those municipalities from applying to the State for CDBG funds as well as other funding sources such as the Texas Capital Fund. For more information on the County's CDBG Program, please see the attached handout.

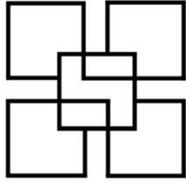
If your municipality has interest in considering participation with Travis County's Urban County Program, please execute the attached Cooperation Agreement and return to the County no later than July 15, 2014.

If you have additional questions, please do not hesitate to contact Christy Moffett, CDBG Planning Manager, at 512-854-3460 or myself at 512-854-4581.

Regards,

Sherri E. Fleming
County Executive

cc: Christy Moffett, MSSW, CDBG Planning Manager



Travis County's Community Development Block Grant Program
Summary of Program & Urban County Participation Opportunity
www.co.travis.tx.us/cdbg

Travis County's Community Development Block Grant (CDBG) Program has been operational since October 2006. CDBG targets low- and moderate-income areas, as defined by HUD's Area Median Income guidelines, with few exceptions. Below is a brief summary of the current program and the requirements for participation.

CDBG PROGRAM OVERVIEW

The Community Development Block Grant (CDBG) initiative is a federal grant program administered by the U.S. Department of Housing and Urban Development (HUD). It provides annual grants to cities and counties to carry out community development activities aimed at revitalizing neighborhoods, improving affordable housing options, and providing improved community facilities and services.

Based on its population, in 2006, Travis County qualified as an urban county, a federal designation which afforded the County the opportunity to apply for CDBG funds. That year, Travis County applied and received CDBG funds for the first time and has continued to receive funding for the past eight years. The County's annual allocation is based on a HUD-designed formula that takes into account the county's population size, poverty rate, housing overcrowding, and age of housing.

Usage of CDBG funds must meet a number of parameters set nationally by HUD and locally by the County. Federal regulation requires that a minimum of 70% of the CDBG funds focus on projects for low- to moderate-income residents. Additionally, Travis County's allocation specifically targets residents living in the unincorporated areas of the county and the Village of Webberville and to be eligible, the activities must meet one of the following HUD national objectives:

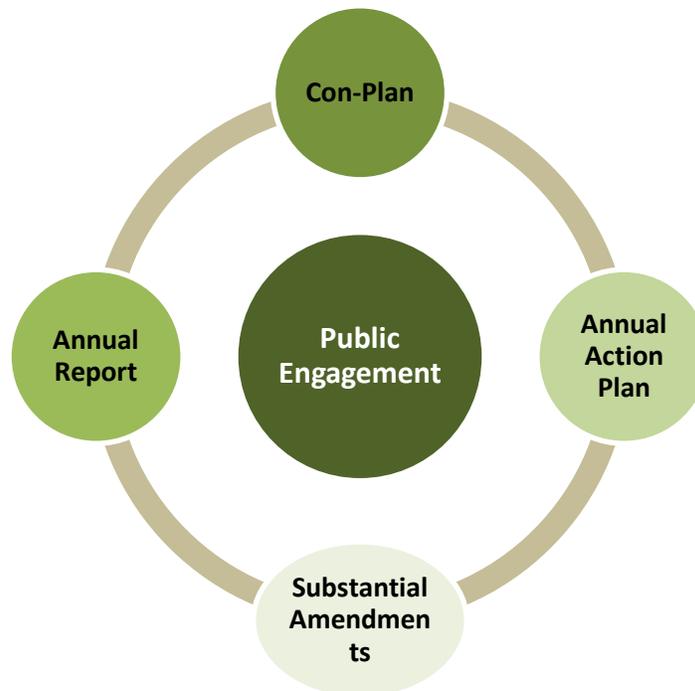
- Benefit low- and moderate-income persons;
- Aid in the prevention or elimination of slums and blight; or
- Address other community development needs that present a serious and immediate threat to the health and welfare of the community.

The administration of the CDBG program follows a cycle that includes the drafting of a Consolidated Plan, an Action Plan, and an annual evaluation. The Consolidated Plan (Con-Plan) identifies the County's community and housing needs and outlines the strategies to address those needs over a three-, five-, or six-year period. The Annual Action Plan (AP) defines the specific activities to be undertaken during each program year (PY) to address the priorities established in the Con-Plan. An evaluation is conducted annually to assess yearly

accomplishments. The evaluation is called the Consolidated Annual Performance Report (CAPER). Changes made to the Consolidated Plan and Action Plans require formal amendments; if substantial enough, these amendments must go through a public input process.

The following figure is a simplified visual representation of the CDBG cycle. As shown, citizens have a central role in setting the priorities to be addressed and defining projects to tackle identified needs.

Figure 1: CDBG Cycle



The Travis County Health and Human Services & Veterans Service Department (HHS/VS) is the lead agency designated by the County to administer the CDBG grant and the single point of contact with HUD.

COUNTY PRIORITIES FOR PROGRAM YEARS 2015-2017

The Urban County Renewal Period extends from Program Year 2015 through Program Year 2017. At present, CDBG staff is working on the next strategic plan which covers Program Years 2014-2018. The Travis County Commissioners Court (TCCC) has approved the strategic direction for PY14-PY18. Categories ranked as high indicate areas of certain investment over the next five years, while categories ranked low indicate areas of possible investment. Below is a table that identifies the high and low priorities for the next five years.

Prioritization of Categories for the PY 2014 – 2018 Consolidated Plan	
Category	Priority
Infrastructure	High
Housing	High
Community Services	High
Populations with Specialized Needs / Services	High
Public Facilities	Low
Business & Jobs	Low

Priorities are set based on data relating to community need and the results of public participation. Since 2006, Infrastructure, Housing and Community Services (social services) have consistently been identified as high priorities. Traditionally, only high priority projects get funded, with few exceptions.

QUESTIONS ABOUT PARTICIPATION

Will our municipality be guaranteed funding?

No. Projects for participating cities would go through a competitive process for consideration. That being said, low-to-moderate income residents in participating cities would be able to apply for current projects that are not neighborhood- or place-based. The Travis County Owner Occupied Home Rehabilitation program is an example of such a project. This project provides a deferred, forgivable 5-year loan for home repairs of up to \$24,999. This program is administered by Meals on Wheels and More, Inc., who is responsible for developing the scope of work, bidding the project, construction and contractor management, and close-out for each home.

When would our municipality be able to compete for funding?

The cycle begins with the Federal Fiscal Year 2015 and continues through 2017, which covers the period from October 1, 2015 to September 30, 2018. Applications from participating cities would be accepted in the Late Winter/Early Spring of 2015.

Would our municipality have to develop CDBG capacity and administration expertise?

We have not had a participating city apply for funding to date. Based on the complexity of the program, it is possible that the County would manage the project; however, that decision can be made on a case-by-case basis.

What is the County’s funding history with CDBG?

Overall, the funding increased annually for the first eight years.

PY 2006	\$838,659	PY 2009	\$866,432	PY 2007	\$848,248
PY 2010	\$942,749	PY 2008	\$833,133	PY 2011	\$790,119
PY 2012	\$896,341	PY 2013	\$909,925	PY 2014	\$997,664

COMMUNITY DEVELOPMENT BLOCK GRANT
COOPERATIVE AGREEMENT BETWEEN
TRAVIS COUNTY AND

This Community Development Block Grant ("CDBG") Cooperative Agreement ("Agreement") is entered into by and between Travis County ("County"), a political subdivision of the State of Texas, and _____, _____ ("City"), an incorporated municipality within the geographical boundaries of County, referred to in this Agreement individually as "Party" or collectively as "Parties."

RECITALS

County has the authority to provide for the care of indigents and other qualified recipients (TEX. LOC. GOV'T. CODE, Section 81.027, and other statutes) and County has the authority to provide for public health education and information services (TEX. HEALTH AND SAFETY CODE, Chapters 121 and 122, and other statutes), and provision of the above services constitutes a public purpose.

Travis County Health, Human Services and Veterans' Services ("Department") has the authority to perform all public health functions that County can perform through TEX. HEALTH & SAFETY CODE ANN., Section 121.032.

Title I of the Housing and Community Act of 1974, as amended through the Housing and Community Act of 1992 ("Act"), establishes a program of community development block grants for the specific purpose of developing viable communities by providing decent housing and suitable living environment and expanding economic opportunities principally for low and moderate income individuals.

County has entered into a Grant agreement with the United States Department of Housing and Urban Development ("HUD") for financial assistance to conduct a Community Development Block ("CDBG") Grant Program ("CDBG Program") pursuant to Title I of the Housing and Community Development Act of 1974 ("Act"), as amended, and the Rules and Regulations promulgated by HUD governing the conduct of CDBG programs, 24 Code of Federal Regulations ("CFR") Part 570, as amended, ("Rules and Regulations").

County has been designated an "Urban County" by the Department of Housing and Urban Development entitled to a formula share of CDBG funds provided County; and CDBG regulations require counties to re-qualify as an Urban County under the CDBG program every three years.

County has the authority to administer or otherwise engage in community and economic development projects authorized under HUD and authorized by Title I of the Act or under any federal law creating community development and economic development programs (including Texas Local Government Code, Chapter 381).

County has received and is responsible for administration of Grant funds made available through the Act.

County has received certain funds from HUD under the Act for utilization in connection with its CDBG Program.

Department is the County's designated administrator for HUD grants governed by regulation codified under Title 24, Code of Federal Regulations.

County has adopted Annual Action Plans for HUD as part of its Consolidated Plan.

Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperative agreements with local governments for essential Community Development and Housing Assistance activities.

Through cooperative agreements, County has the authority to carry out activities funded from annual CDBG Allocations from Federal Fiscal Years 2015, 2016, and 2017 appropriations and from any program income generated from the expenditure of such funds.

County is not obligated by any cooperative agreement to select projects for CDBG funding from any cooperating jurisdiction and funds will be allocated on a competitive basis as determined by County.

County and City agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities under the following terms:

1.0 GENERAL PROVISIONS

1.1 County Authority. This Agreement gives County authority to undertake, or assist in undertaking, activities that will be funded from the CDBG program and from any program income generated from the expenditure of such funds.

1.2 City/County Cooperation. County and City agree to cooperate, to undertake or to assist in undertaking community renewal and lower-income housing assistance activities.

1.3 Programs. This Agreement covers the CDBG Entitlement program and, where applicable, the HOME Investment Partnership ("HOME") and Emergency Shelter Grants ("ESG") Programs.

1.4 Recitals. The Parties agree that the information in the Recitals is true and correct and a part of this agreement.

1.5 Authorization. By signature of this Agreement the governing bodies of County and City authorize this Agreement.

2.0 TERM

2.1 Effective Period. This Agreement is effective the date it is signed by both Parties, and remains in effect until CDBG and income received to the federal fiscal 2012, 2013 and 2014 year, and to any successive qualification periods provided through the automatic renewal of this Agreement are expended and the funded activities completed. Neither County nor City may terminate or withdraw from this Agreement while the Agreement remains in effect.

2.2 Renewal. The Parties understand and agree that this Agreement will automatically be renewed for participation in successive three-year qualification periods, unless County or City provides written notice it elects not to participate in a new qualification period.

2.3 Notice. County will notify City in writing of its right to make such election (to participate or not participate) on the date specified by the U.S. Department of Housing and Urban Development in HUD's urban county qualification notice for the net qualification period. City will notify County in writing no later than the date specified in County's notification that City elects not to participate in the next three-year Urban County Program. County will send copies of all notifications required by this Section ___ to the HUD Field Office.

2.4 Amendment to Qualification. Any amendments or changes contained within the Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period must be adopted by County and City, and submitted to HUD as provided. Failure by either party to adopt such an amendment to the agreement will void the automatic renewal of this Agreement.

3.0 COUNTY RESPONSIBILITIES AND AGREEMENTS

3.1 Fair Housing Certification. County will not fund activities in support of any cooperating unit of general government that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with its fair housing certification.

3.2 Subrecipient Agreements. Prior to disbursing any CDBG Program funds to a subrecipient, County will sign a written agreement with such subrecipient.

3.3 Program Requirements. County is responsible for ensuring that CDBG funds are used in accordance with all program requirements, including monitoring and reporting to U.S. Department of Housing and Urban Development on the use of program income.

4.0 CITY RESPONSIBILITIES AND AGREEMENTS

4.1 City Election to Participate. City, by executing this Agreement, gives notice of its election to participate in an Urban County Community Development Block Grant program.

4.2 City Limitation.

4.2.1 No Application. By executing this Agreement, City understands and agrees that it will not apply for grants under the State CDBG Program from appropriations for fiscal years during the period in which it is participating in County's program.

4.2.2 No Other Participation. By executing this Agreement, City understands and agrees that it may receive a formula allocation under the HOME Program only through the County; that City will not participate in a HOME consortium except through County, regardless of whether or not County receives a HOME formula allocation.; that if County does not receive a HOME formula allocation, City cannot form a HOME consortium.

4.2.3 Allocation. By executing this Agreement, City understands and agrees that it may receive a formula allocation under the ESG Program only through County. Currently, it is understood that County does not receive any ESG formula allocation.

4.3. Income Report. City agrees to inform County of any income generated by the expenditure of CDBG funds received and that any such program income must be paid to County to be used for eligible activities in accordance with all CDBG Program requirements.

4.4 City Policies. City agrees that it has adopted and will maintain and enforce: a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable State and local laws against physically barring entrances to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within the jurisdiction.

4.5 Request for Inclusion. City supports the application for and receipt of funding from Housing and Community Development Act of 1974, as amended by County, and asks that its population be included for three successive years (or the remaining term of the Grant period for County, if less than three years) with that of County to carry out Community Development Program Activities Eligible for Assistance under Public Law 93-383, and authorizes the Mayor of City to sign such additional forms as requested by the Department of Housing and Urban Development pursuant to the purposes of this Agreement.

4.6 Final Responsibility. City understands that County will have final responsibility for selecting CDBG (and, where applicable, HOME and ESG) projects, submitting the Consolidated Plan to HUD and filing annual grant reports and requests.

4.7 Fair Housing Support. City agrees that CDBG funding for activities in, or in support of City are prohibited if City does not affirmatively further fair housing within its own jurisdiction or impedes County actions to comply with its fair housing certification.

4.8 City Plan. City will develop a community development plan for the period of this Agreement which identifies community development and housing needs and specifies both short and long-term community development objectives.

4.9 Subrecipient Requirements. In accordance with 24 CFR 570.501(b), City agrees that City is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503.

4.10 Good Faith Performance. City agrees to act in good faith and with due diligence in performance of City obligations and responsibilities under this Agreement and under any subrecipient agreements. City further agrees that it will fully cooperate with County in all things required and appropriate to comply with the provisions of any grant agreements received by County pursuant to the Act and its Regulations.

4.11 Citizen Participation. City agrees to comply with applicable federal citizen participation requirements, including those in 24 CFR 570.301.

4.12 City Records. City agrees to maintain records of activities for any projects undertaken pursuant to the program and said records shall be open and available for inspection by auditors assigned by HUD and/or County on reasonable notice during the normal business hours of City.

5.0 JOINT RESPONSIBILITIES AND AGREEMENTS

5.1 Certification Compliance. County and City shall take all actions necessary to assure compliance with the Urban County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, and Title VIII of the Civil Rights Act of 1968, Section 109 of Title I of the Housing Community Development Act of 1874, and other applicable laws, and affirmatively furthering fair housing.

5.2 County Requirements. In accordance with 24 CFR 570.501(b), the Parties agree that Travis County is responsible for ensuring that CDBG funds are used in accordance with all program requirements, including monitoring and reporting to U.S. Department of Housing and Urban Development on the use of program income, and that, in the event of close-out or change in status of City, any program income that is on hand or received subsequent to the close-out or change in status, shall be paid to County; and that the use of designated public agencies, subrecipients or contracts does not relieve Travis County of the responsibility for ensuring that CDBG funds are used in accordance with all program requirements.

5.3 Adequacy of Performance. The Parties agree that, Travis County is responsible for determining the adequacy of performance under subrecipient agreements and procurement contracts, and for taking appropriate action when performance problems arise, such as the actions described in Section 570.910; and that, where a city is participating with, or as part of Travis County Urban County, as a participating unit, or as part of a metropolitan city, the County is responsible for applying to the unit of general local government the same requirements as are applicable to subrecipients, except that the five-year period identified under Section 570.503(b)(8)(i) shall begin with the date that the unit of general local government is no longer considered by HUD to be a part of the metropolitan city or urban county, as applicable, instead of the date the subrecipient agreement expires.

5.4 Compliance. County and City will comply with the applicable provisions of the Act and those federal regulations promulgated by HUD pursuant to the Act, as the same currently exists or as may be amended. County and City will take all actions necessary to assure compliance with County's certifications required by Section 104(b) of Title I of the Act. County and City will comply with the provisions of the following: National Environmental Policy Act of 1969; Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968; and Title 24 Code of Federal Regulations part 570; the Fair Housing Act; Cranston-Gonzales National Affordable Housing Act (Public Law 101-635); Section 109 Title I of the Housing and Community Development Act of 1974 (42 U.S.C., Section 5309) which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975; Executive Order 11063, as amended by Executive Order 12259; Executive Order 11988; the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C., Section 4630, et seq.); and other federal or state statute or regulation applicable to the use of CDBG or HOME Investment Partnerships Act (enacted as Title II of the National Affordable Housing Act of 1990) funds.

5.5 Consolidated Plan. The Parties agree that no provision of this Agreement may be interpreted to provide for veto or other restriction that would allow any Party to obstruct the implementation of the approved Consolidated Plan during the period covered by the Agreement.

5.6 Authorization. By executing this Agreement, the County Commissioners Court and City Council of City authorize this Agreement and the execution of this Agreement by the appropriate official.

5.7 Transfer of Funds. The Parties agree that any unit of local government may not sell, trade, or otherwise transfer all or any portion of funds received pursuant to this Agreement to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act. (See Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2014, Pub. L. 113-76)

6.0 MISCELLANEOUS TERMS

6.1 Notice. Official notice of amendments or changes applicable for a subsequent three-year urban county agreement shall be in writing and be mailed by certified mail to:

For City:

For County:

6.2 Indemnification. City agrees to indemnify, defend and hold harmless County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from City acts, errors or omissions and for any costs or expenses incurred by County on account of any claim therefore. City shall promptly notify County in writing of the occurrence of any such claims, actions, losses, damages and/or liability. City shall indemnify and hold harmless County against any liability, claims, losses, demands and actions incurred by County as a result of the determination by HUD or its successor that activities undertaken by City fail to comply with any laws, regulations or policies applicable thereto or that any funds billed by and disbursed to City under this Agreement were improperly expended.

6.3 Entire Agreement. It is expressly agreed that this Agreement embodies the entire agreement of the Parties in relation to the subject matter hereof, and that no other agreement or understanding, verbal or otherwise, relative to this subject matter exists between the Parties.

6.4 Severability. Each provision of this Agreement is severable from each other provision, and if any provision or part thereof is declared invalid, the remaining provisions shall remain in full force and effect.

6.5 Assignment. Neither Party will assign any of the rights or duties under this Agreement without the prior written approval of the other Party.

6.6 Binding Agreement. This Agreement shall be binding upon the successors, assigns, administrators and legal representatives of the Parties.

6.7 Law and Venue. This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement will be performable in the City of Austin, Texas or in Travis County, Texas. IT is expressly understood that any lawsuit, litigation, or dispute arising out of or relating to this Agreement will take place in Travis County, Texas.

6.8 Immunity or Defense. It is expressly understood and agreed by all Parties that, neither the execution of this Agreement, nor any conduct of any representative of County relating to this Agreement, shall be considered to waive, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit.

6.9 Conflict of Interest. City shall ensure that no person who is an employee, agent, consultant, officer, or elected or appointed official of City, or member of City's governing body, who exercises or has exercised any functions or responsibilities with respect to activities performed pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to these activities has or may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect to it, or the proceeds under it, either for him or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

6.10 Gratuities. City agrees that City has not and will not accept gratuities in the form of entertainment, gifts, or otherwise were offered or given by City or any agent or representative to any County official or employee with a view toward securing favorable treatment with respect to the performing of this Agreement. City's employees, officers and agents shall neither solicit nor accept gratuities, favors or anything of monetary value from subcontractors or potential subcontractors. City will establish safeguards to prohibit its employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

6.11 Nepotism. City agrees that it will comply with the guidelines set forth for public officials under TEX. GOVERNMENT CODE ANN, Ch. 573, by ensuring that no officer, employee or member of the governing body of City shall vote or confirm the employment of any person related within the second degree by affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person without written approval by County.

TRAVIS COUNTY

BY: _____
Samuel T. Biscoe
Travis County Judge
Chief Executive Officer, Travis County

Date: _____

Approved that the terms and provisions of this Agreement are fully authorized under State and local law and that this Agreement provides full legal authority for County; and that County has the authority to undertake or assist in undertaking essential community renewal and lower income housing assistance activities.

By: _____
Assistant County Attorney

Date: _____

CITY

By: _____
Authorized Representative and
Chief Executive Officer

Printed Name: _____

Title: _____

Date: _____

Attachment B

**AMENDMENT OF COMMUNITY BLOCK GRANT
COOPERATIVE AGREEMENT
BETWEEN TRAVIS COUNTY AND
THE VILLAGE OF WEBBERVILLE**

This Amendment of Community Block Grant Cooperative Agreement ("Amendment") is entered into by the following parties: Travis County, a political subdivision of Texas ("County"), and the Village of Webberville, Texas ("City"), an incorporated municipality within the geographical boundaries of County, referred to in this Agreement individually as "Party" or collectively as "Parties."

II. RECITALS

County has the authority to provide for the care of indigents and other qualified recipients (TEX. LOC. GOVT. CODE, Section 81.027, and other statutes) and County has the authority to provide for public health education and information services (TEX. HEALTH AND SAFETY CODE, Chapters 121 and 122, and other statutes), and provision of the above services constitutes a public purpose.

Travis County Health, Human Services and Veterans' Services ("Department") has the authority to perform all public health functions that County can perform through TEX. HEALTH & SAFETY CODE ANN., Section 121.032.

Title I of the Housing and Community Act of 1974, as amended through the Housing and Community Act of 1992 ("Act"), establishes a program of community development block grants for the specific purpose of developing viable communities by providing decent housing and suitable living environment and expanding economic opportunities principally for low and moderate income individuals.

County has entered into a Grant agreement with the United States Department of Housing and Urban Development ("HUD") for financial assistance to conduct a Community Development Block ("CDBG") Grant Program ("CDBG Program") pursuant to Title I of the Housing and Community Development Act of 1974 ("Act"), as amended, and the Rules and Regulations promulgated by HUD governing the conduct of CDBG programs, 24 Code of Federal Regulations ("CFR") Part 570, as amended, ("Rules and Regulations").

County has been designated an "Urban County" by the Department of Housing and Urban Development entitled to a formula share of CDBG funds provided County; and CDBG regulations require counties to re-qualify as an Urban County under the CDBG program every three years.

Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperative agreements with local governments for essential Community Development and Housing Assistance activities.

Through cooperative agreements, County has the authority to carry out activities funded from annual CDBG Allocations from Federal Fiscal Years 2015, 2016 and 2017 appropriations and from any program income generated from the expenditure of such funds.

County is not obligated by any cooperative agreement to select projects for CDBG funding from any cooperating jurisdiction and funds will be allocated on a competitive basis as determined by County.

County and Village agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities under the following terms:

The Parties desire to amend the Agreement to reflect mutually agreed to changes.

NOW, THEREFORE, in consideration of the hereinafter set forth agreements, covenants, and payments, the amount and sufficiency of which are acknowledged, the County and City agree to the amend the Agreement as follows:

1.0 GENERAL PROVISIONS

1.1 **Authorization**. The Parties agree to amend Section 1.0, of the Agreement ("General Provisions") by adding the following:

1.5 **Authorization**. By signature of this Amendment, the governing bodies of County and City authorize the Agreement as amended.

2.0 JOINT RESPONSIBILITIES AND AGREEMENTS

2.1 **Certification Compliance**. The Parties agree to amend Section 5.1 of the Agreement ("Certification Compliance") by adding the phrase "and affirmatively furthering fair housing" to the end of the provision.

2.2 **Compliance**. The Parties agree to amend Section 5.4 of the Agreement ("Compliance") by adding the language underlined as follows:

... Section 109 Title I of the Housing and Community Development Act of 1974 (42 U.S.C., Section 5309) which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975; ...

2.3 **Transfer of Funds**. The Parties agree to amend Section 5.0 of the Agreement ("Joint Responsibilities and Agreements") by adding the following:

5.7 **Transfer of Funds**. The Parties agree that any unit of local government may not sell, trade, or otherwise transfer all or any portion of funds received pursuant to this Agreement to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act. (See Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2014, Pub. L. 113-76)

3.0 INCORPORATION

3.01 County and City hereby incorporate the Agreement into this Amendment. Except for the changes made in this Amendment, County and City 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 with respect to the subject matter hereof.

TRAVIS COUNTY

By:
Samuel T. Biscoe, County Judge
Its Duly Authorized Representative and Chief Executive Officer
Date:

Approved as to Legal Form:

Approved that the terms and provisions of this Agreement are fully authorized under State and local law and that this Agreement provides full legal authority for County; and that County has the authority to undertake or assist in undertaking essential community renewal and lower income housing assistance activities.

By: _____
Assistant County Attorney
Date: _____

VILLAGE OF WEBBERVILLE

By: _____
Authorized Representative and Chief Executive Officer
Printed
Name: _____
Date: _____

Attachment C

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

Project Information

Project Name: SP 1

Responsible Entity: Housing Authority of Travis County

Grant Recipient (if different than Responsible Entity): N/A

State/Local Identifier: TX0037L6J031205

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

Certifying Officer Name and Title: Samuel T. Biscoe, Travis County Judget

Consultant (if applicable): N/A

Project Location: 480264 (Travis County, TX)

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

The project provides tenant-based rental assistance (TRR) for permanent supportive housing to literally and chronically homeless persons with severe and persistent mental illness and/or substance abuse issues. Subrecipients provide the following supportive services to clients: assessment of service needs, assistance with moving costs, case management, employment assistant and job training, housing search and counseling services, life skills training, mental health services, outpatient health services, outreach services, substance abuse treatment services, and utility deposits.

Level of Environmental Review Determination:

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

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

(1) Tenant-based rental assistance; and (2) Supportive services including, but not limited to, health care, housing services, permanent housing placement, day care, nutritional services, short-term payments for rent/mortgage/utility costs, and assistance in gaining access to local, State, and Federal government benefits and services.

Funding Information

Grant Number	HUD Program	Funding Amount
TX0037L6J031205	Continuum of Care	\$583,032

Estimated Total HUD Funded Amount: \$583,032

This project anticipates the use of funds or assistance from another Federal agency in addition to HUD in the form of (if applicable): (In-kind match from Texas Department of Mental Health and Mental Retardation) \$140,499

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]: \$723,531

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

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

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR 50.4 and 58.6	Are formal compliance steps or mitigation required?	Compliance determinations
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §58.6		
Airport Runway Clear Zones and Accident Potential Zones 24 CFR Part 51 Subpart D	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	Not applicable since the project does not involve the sale or purchase of existing property. The project only involves tenant-based rental assistance and supporting services.

<p>Coastal Barrier Resources</p> <p>Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]</p>	<p>Yes No</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>Not applicable since the project does not involve new construction, conversion of land uses, major rehabilitation, minor rehabilitation of existing structure, or acquisition of undeveloped land. The project only involves tenant-based rental assistance and supporting services.</p>
<p>Flood Insurance</p> <p>Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]</p>	<p>Yes No</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>Not applicable since the project does not involve new construction, major rehabilitation, minor rehabilitation, improvements, acquisition, management, new loans, loan refinancing or mortgage insurance. The project only involves tenant-based rental assistance and supporting services.</p>

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

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan. NOT APPLICABLE

Law, Authority, or Factor	Mitigation Measure

Preparer Signature: _____

Date: _____

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

Responsible Entity Agency Official Signature:

Date: _____

Name/Title: Samuel T. Biscoe / County Judge

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

Attachment D

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

Project Information

Project Name: SP 2

Responsible Entity: Housing Authority of Travis County

Grant Recipient (if different than Responsible Entity): N/A

State/Local Identifier: TX0235L6J031204

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

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

Consultant (if applicable): N/A

Project Location: 480264 (Travis County, TX)

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

The project provides tenant-based rental assistance (TRR) for permanent supportive housing to literally and chronically homeless persons with severe and persistent mental illness and/or substance abuse issues.

Subrecipients provide the following supportive services to clients: assessment of service needs, assistance with moving costs, case management, employment assistant and job training, housing search and counseling services, life skills training, mental health services, outpatient health services, outreach services, substance abuse treatment services, and utility deposits.

Level of Environmental Review Determination:

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

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

(1) Tenant-based rental assistance; and (2) Supportive services including, but not limited to, health care, housing services, permanent housing placement, day care, nutritional services, short-term payments for rent/mortgage/utility costs, and assistance in gaining access to local, State, and Federal government benefits and services.

Funding Information

Grant Number	HUD Program	Funding Amount
TX0235L6J031204	Continuum of Care	\$210,528

Estimated Total HUD Funded Amount: \$210,528

This project anticipates the use of funds or assistance from another Federal agency in addition to HUD in the form of (if applicable): (In-kind match from Texas Department of Mental Health and Mental Retardation) \$50,844

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]: \$261,372

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

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

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR 50.4 and 58.6	Are formal compliance steps or mitigation required?	Compliance determinations
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §58.6		
Airport Runway Clear Zones and Accident Potential Zones 24 CFR Part 51 Subpart D	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	Not applicable since the project does not involve the sale or purchase of existing property. The project only involves tenant-based rental assistance and supporting services.

<p>Coastal Barrier Resources</p> <p>Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]</p>	<p>Yes No</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>Not applicable since the project does not involve new construction, conversion of land uses, major rehabilitation, minor rehabilitation of existing structure, or acquisition of undeveloped land. The project only involves tenant-based rental assistance and supporting services.</p>
<p>Flood Insurance</p> <p>Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]</p>	<p>Yes No</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>Not applicable since the project does not involve new construction, major rehabilitation, minor rehabilitation, improvements, acquisition, management, new loans, loan refinancing or mortgage insurance. The project only involves tenant-based rental assistance and supporting services.</p>

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

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan. NOT APPLICABLE

Law, Authority, or Factor	Mitigation Measure

Preparer Signature: _____
 Date: _____

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

Responsible Entity Agency Official Signature:

 Date: _____

Name/Title: Samuel T. Biscoe / County Judge

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

Attachment E

Travis County CDBG Owner-Occupied Home Rehabilitation Program

Tier One and Site Specific Determination Plan Environmental Review Record (ERR)

*Categorical Exclusion Subject to 24 CFR Part
58.5*

May 20, 2014
Prepared by Travis County Health and Human Services & Veterans Service,
CDBG Office

Tier One & Site Specific Determination Plan - Environmental Review Record (ERR)

Purpose

The purpose of the environmental review process is to analyze the effect a proposed project will have on the people and the natural environment within a designated project area, and the effect the material and social environment may have on a project.

As the responsible entity, grantees who receive CDBG funds must complete an environmental review of all project activities prior to obligating CDBG funds.

The four environmental classifications are: Exempt Activities, Categorically Excluded Activities, Activities Requiring an Environment Assessment, or Activities Requiring an Environmental Impact Statement. This Categorically Excluded Activities classification is further divided into activities subject to 24 CFR §58.5 and activities not subject to §58.5. The activities associated with the Home Rehabilitation project fall are Categorically Excluded Activities Subject to §58.5.

Categorically Excluded Activities Subject to §58.5

A Categorically Excluded Activity Subject to §58.5 means that the activity is categorically excluded from NEPA requirements; however, the grantee must still demonstrate compliance with the laws, authorities, and Executive Orders listed in §58.5.

The activities associated with the Home Rehabilitation project fall under this category of environmental review because the following conditions are met:

- Only residential properties with one to four units will be rehabilitated;
- The density is not increased beyond four units; and
- The land use is not changed.

Tiering

Under 24 CFR Part 58, it is stated that a responsible entity may tier its environmental reviews and assessments to eliminate repetitive discussions of the same issues at subsequent levels of review. Tiering is appropriate when there is a requirement to evaluate a policy or proposal in the early stages of development or when site specific analysis or mitigation is not currently feasible and a more narrow or focused analysis is better done at a later date.

Project Purpose, Name & Description

The project purpose is to improve the quality of housing stock in the CDBG service area for low to moderate income owner-occupied houses.

The project is the Travis County CDBG Owner-Occupied Home Rehabilitation Project.

This project will fund minor home repair services for low and moderate income homeowners in the unincorporated areas of Travis County and the Village of Webberville, to move homes towards Housing Quality Standards. The program seeks to improve the energy efficiency, physical living conditions, and safety in owner-occupied homes. A 0% interest, forgivable 5-year

loan up to \$24,999 with no required annual or monthly payments is available. The deferred loan is forgiven at a pro-rata rate of 20% for each year of home ownership. Examples of potential improvements include, but are not limited to: foundation repair, roofing, flooring, electrical, plumbing, accessibility modifications, connection of houses to long-term viable sources of water (not part of a stand-alone infrastructure project), weatherization, noise attenuation, septic tank repairs and installation, and related engineering or design for improvements.

These funds are targeted toward homeowners at or below 80% MFI in the CDBG service area. This project will be administered by a nonprofit, designated as a subrecipient, identified through a formal application. Additionally, some of the allocation will partially fund a CDBG Planner position to complete environmental paperwork, final inspections and sign off, and any other needed project delivery related costs.

Project Funding

This project is fully funded by Community Development Block Grant dollars received from the U.S. Department of Housing and Urban Development (HUD) from several grant years. The breakdown in funding by year is as follows:

Grant Number	Grant Year	Dollar Amount
B-10-UC-48-0503	Program Year 2010	\$206,844.70
B-11-UC-48-0503	Program Year 2011	\$33,885.40
B-12-UC-48-0503	Program Year 2012	\$74,841.90
B-13-UC-48-0503	Program Year 2013	\$134,428
TOTAL:		\$450,000

Project Location

This project will be provided throughout the CDBG Service area which includes the unincorporated areas of Travis County and the Village of Webberville. At this time, the Program does not have specific homes approved for rehabilitation; therefore, the County is using a tiering strategy for the environmental review.

Tiering Process

This report includes the first tier of a two-part environmental clearance. Travis County has chosen to tier its environmental review of its housing rehabilitation program. According to 24 CFR Part 58, a responsible entity may tier its environmental review and assessments to eliminate the repetitive discussions of the same issues at subsequent levels of review. Due to the nature of this program, specific sites will require additional review based on their location within the CDBG service area. Tiering is appropriate in this case when there is a requirement to evaluate a policy or proposal early in the stages of development or when site specific analysis of mitigation is not currently feasible and a more narrow or focused analysis is better done at a later date.

Tier One

This report clears the following items from any further review for each home to be rehabilitated:

- 24 CFR 58.35(b)(2) Wetland Protection [24 CFR 55, Executive Order 11990]
- §58.35(c) Coastal Zone Management [Coastal Zone Management Act sections 307(c) &(d)]
- §58.35(d) Sole Source Aquifers [40 CFR 149]
- §58.35(e) Endangered Species [50 CFR 402]
- §58.35(f) Wild and Scenic Rivers [36 CFR 297]
- §58.35(g) Air Quality [CFR parts 6,51,93]
- §58.35(h) Farmland Protection [7 CFR 658]
- §58.5(i) (1) Noise Abatement and Control [24 CFR Part 51B]
- §58.5(i) (1) Explosive and Flammable Operations [24 CFR 51C]
- 58.5(j) Environmental Justice [Executive Order 12898]

The worksheets and other supporting documentation for the Tier One review are included in Appendix A.

Site Specific Determination

As the County becomes aware of individual properties being considered for the Home Rehabilitation Program, the remaining items will be reviewed on a site specific basis for each property. The strategy for the site specific determination can be found in Appendix B. The items to be reviewed in this final level of clearance are:

- §58.5(a) Historic Properties [36 CFR 800]
- §58.5(b)(1) Floodplain Management [24 CFR 55, Executive Order 119988]
- §58.5(i)(1) Airport Hazards (Runway Clear Zones and Clear Zones/Accident Potential Zones) [24 CFR 51D]
- §58.5(i)(2)(i) Contamination and Toxic Substances [24 CFR 58.5 (i)(2)]

The Site Specific Environmental Determination Worksheet (see Appendix B, Attachment 2) covering each of the items listed above, and the Compliance Checklist for 24 CFR §58.6 (Appendix B, Attachment 3) will be completed for each property prior to beginning work.

Appendix A
Tier One
Supporting Documentation

Attachment 1 (to Appendix A)
Tier One
Statutory Checklist for
Compliance with 24 CFR
§58.5

RE SEAL

RE NAME AND ADDRESS

**Statutory Checklist for Compliance with 24 CFR §58.5 – NEPA Related
Federal Laws and Authorities**

Use this worksheet for projects that are Categorically Excluded Subject to 24 CFR §58.5 listed at 24 CFR §58.35(a) and for projects that require an Environmental Assessment.

Project Name: Travis County CDBG Owner Occupied Home Rehabilitation Program

ERR FILE # Applicable to all the properties in this program.

Definitions: **A:** The project is in compliance.
 B: The project requires an additional compliance step or action.

Statute, Authority, Executive Order Cited in cited at 24 CFR §58.5	A	B	COMPLIANCE FINDING	SOURCE DOCUMENTATION
1. 58.5(a) Historic Properties [36 CFR 800]			The specific locations of the homes to be repaired are unknown at this time; therefore, a determination will be made as part of the Site Specific Determination.	See attached documentation for written site specific strategy.
2. 58.5(b)(1) Floodplain Management [24 CFR 55, Executive Order 11988]			Although this requirement is not applicable since the project only includes minor repairs or improvements, the County's program voluntarily excludes homes in the 100-year floodplain. Therefore, floodplain status will be determined and documented on the Site Specific Environmental checklist for Floodplain Management.	See attached documentation for written site specific strategy.
3. 58.35(b)(2) Wetland Protection [24 CFR 55, Executive Order 11990]	X		The project does not involve new construction, land use conversion, major rehabilitation or substantial improvements; therefore not applicable and compliance with this section is complete.	See Tier One ERR (Worksheet for Preparing 24 CFR 58.5 Statutory Checklist).
4. 58.35(c) Coastal Zone Management [Coastal Zone Management Act sections 307(c) & (d)]	X		The project only involves minor home rehabilitation. Additionally, Travis County is over 100 miles from the Coastal Barrier Resources System (CBRS) boundaries. Therefore, not applicable and compliance with this section is complete.	See Tier One ERR (Worksheet for Preparing 24 CFR 58.5 Statutory Checklist, and Map 1 (CBRS Boundary Map) in Appendix A).
5. 58.35(d) Sole Source Aquifers [40 CFR 149]	X		The project does not include new construction or land use conversion; therefore, not applicable and compliance with this section is complete.	See Tier One ERR (Worksheet for Preparing 24 CFR 58.5 Statutory Checklist).
6. 58.35(e) Endangered Species [50 CFR 402]	X		Due to the nature of the project (minor rehabilitation of existing structures), the project is likely to have no effect on endangered species; therefore, not applicable and compliance with this section is complete.	See Tier One ERR (Worksheet for Preparing 24 CFR 58.5 Statutory Checklist and Attachment 4 to Appendix A - Memorandum Regarding Endangered Species).

7.	58.35(f) Wild and Scenic Rivers [36 CFR 297]	X		The project does not involve new construction, land use conversion, major rehabilitation or substantial improvements; therefore not applicable and compliance with this section is complete. It is worth noting that the only wild and scenic river in Texas is over 200 miles from Travis County.	See Tier One ERR (Worksheet for Preparing 24 CFR 58.5 Statutory Checklist and Map 2 (Texas Wild & Scenic Rivers Map) in Appendix A).
8.	58.35(g) Air Quality [CFR parts 6, 51, 93]	X		The project does not involve 5 or more dwelling units, acquisition of undeveloped land, change in land use, demolition, major rehabilitation or new construction; therefore, not applicable and compliance with this section is complete.	See Tier One ERR (Worksheet for Preparing 24 CFR 58.5 Statutory Checklist).
9.	58.35(h) Farmland Protection [7 CFR 658]	X		The project does not involve acquisition of undeveloped land, conversion of undeveloped land, new construction or site clearance; therefore, not applicable and compliance with this section is complete.	See Tier One ERR (Worksheet for Preparing 24 CFR 58.5 Statutory Checklist).
10.	58.35(i)(1) Noise Control and Abatement [24 CFR 51B]	X		Not applicable since this project only involves minor rehabilitation rather than major or substantial rehabilitation as defined in 24 CFR 51.101. Additionally, there are no military airfields in Travis County and no residences are located within the 65-dB noise contours of any civil airports in the area. Therefore, compliance with this section is complete.	See Tier One ERR (Worksheet for Preparing 24 CFR 58.5 Statutory Checklist).
11.	58.35(i)(1) Explosive and Flammable Operations [24 CFR 51C]	X		Not applicable since this project does not involve "rehabilitation and modernization" activities as defined in 24 CFR 51.201. Therefore, compliance with this section is complete.	See Tier One ERR (Worksheet for Preparing 24 CFR 58.5 Statutory Checklist).
12.	58.5(i)(1) Airport Hazards (Runway Clear Zones and Clear Zones/Accident Potential Zones) [24 CFR 51D]			The specific locations of the homes to be repaired are unknown at this time; therefore, a determination will be made as part of the Site Specific Determination.	See attached documentation for written site specific strategy.
13.	58.5(i)(2)(i) Contamination and Toxic Substances [24 CFR 58.5 (i)(2)]			The specific locations of the homes to be repaired are unknown at this time; therefore, a determination will be made as part of the Site Specific Determination.	See attached documentation for written site specific strategy.
14.	58.5(j) Environmental Justice [Executive Order 12898]	X		The program is available to homeowners living in the unincorporated areas of Travis County and the Village of Webberville and is not targeted to a particular neighborhood. The program will assist people living at or below 80% of the Area MFI, and is intended to improve the quality of beneficiaries' housing; therefore, no adverse impact is expected and this section is not applicable and compliance with this section is complete.	See Tier One ERR (Worksheet for Preparing 24 CFR 58.5 Statutory Checklist).

DETERMINATION:

- Box “A” has been checked for all authorities.** If Categorically Excluded pursuant to §58.35(a), the project can convert to Exempt, per §58.34(a) (12), since the project does not require any compliance measure (e.g. consultation, mitigation, permit or approval) with respect to any law or authority cited at §58.5. The project is now made Exempt and **funds may be drawn down; OR**
- Box “B” has been checked for one or more authority.** The project cannot convert to Exempt since one or more authority requires compliance, including but not limited to consultation with or approval from an oversight agency, performance of a study or analysis, completion of remediation or mitigation measure, or obtaining of license or permit. **Complete pertinent compliance requirement(s), publish NOI/RROF, request release of funds (HUD-7105.15), and obtain HUD’s Authority to Use Grant Funds (HUD-7015.16) per §58.70 and §58.71 before committing funds; OR**
- This project may result in a significant environmental impact to the environment and requires preparation of an Environmental Assessment (EA). Prepare the EA according to 24 CFR Part 58 Subpart E.

MITIGATION MEASURES AND CONDITIONS FOR PROJECT APPROVAL: *(If Box B is checked, provide details regarding further consultation, mitigation, permit requirements or approvals required to be incorporated into public notices and project requirements such as contracts, grants, loan conditions, etc. as described in Statutory Worksheet.)*

PREPARER:

Preparer’s Signature

Elena Rivera

Preparer’s Name (printed)

Date

CDBG Planner

Title (printed)

AUTHORIZED RESPONSIBLE ENTITY OFFICIAL:

Authorized Responsible Entity Signature

Samuel T. Biscoe

Authorized Responsible Entity Name (printed)

Date

County Judge

Title (printed)

Attachment 2 (to Appendix A)
Tier One
Worksheet for Preparing
24 CFR §58.5 Statutory
Checklist

Worksheet for Preparing 24 CFR §58.5 Statutory Checklist

[Attach to Statutory Checklist]

1. §58.5(a) Historical Properties [36 CFR Part 800]

Historic Properties

- a. Does the project include the type of activity that would have the potential to affect historic properties such as acquisition, demolition, disposition, ground disturbance, new construction or rehabilitation?

Yes No

If Yes, continue.

If No, the project is not the type of activity that has the potential to affect historic properties. Compliance with this section is complete. Mark box “A” on the Statutory Checklist for this authority.

- b. Do the RE and State Historic Preservation Office (SHPO) have a Programmatic Agreement (PA) that does not require consultation for this type of activity?

Yes No

If Yes, document compliance with the PA. Compliance with this section is complete. Mark box “A” on the Statutory Checklist for this authority.

If No, continue.

- c. Is the project located within or directly adjacent to a historic district?

Yes No

Unknown at this time. To be determined during site specific review. See site specific determination strategy for additional information.

- d. Is the structure or surrounding structures listed on or eligible for listing on the National Register of Historic Places (e.g. greater than 45 years old)?

Yes No

Unknown at this time. To be determined during site specific review. See site specific determination strategy for additional information.

- e. Were any properties of historical, architectural, religious or cultural significance identified in the project’s Area of Potential Effect (APE)?

Yes No

Unknown at this time. To be determined during site specific review. See site specific determination strategy for additional information.

If Yes to any of the questions above, continue.

If No to all of the questions above, the project will not affect historic properties. A concurrence from the SHPO that “no historic properties will be affected” is required. Compliance with this section is complete. Mark box “A” on the Statutory Checklist for this authority.

- f. Have you consulted with the SHPO to determine whether the project will have “No Adverse Effect on Historic Properties?”

Yes No

Unknown at this time. To be determined during site specific review. See site specific determination strategy for additional information.

If Yes, continue.

If No, consultation with the SHPO is required.

- g. Does the SHPO concurrence letter received for this project require mitigation or have conditions?

Yes No

Unknown at this time. To be determined during site specific review. See site specific determination strategy for additional information.

If Yes, continue.

If No, compliance with this section is complete. Mark box “A” on the Statutory Checklist for this authority.

- h. Have the SHPO and RE agreed on required mitigation or conditions?

Yes No

Unknown at this time. To be determined during site specific review. See site specific determination strategy for additional information.

If Yes, include mitigation requirements and/or conditions from the SHPO in the mitigation section of the Statutory Checklist. Mark box “B” on the Statutory Checklist for this authority.

If No, continue with consultation until resolved.

Historic properties of religious and cultural significance to tribes and Native Hawaiian organizations

- i. Does the project include the types of activities such as those listed below that have the potential to affect historic properties of religious and cultural significance to tribes?

- Ground disturbance (digging);
- New construction in undeveloped natural areas
- Incongruent visual changes – impairment of the vista or viewshed from an observation point in the natural landscape;
- Incongruent audible changes – increase in noise levels above an acceptable standard in areas known for their quiet, contemplative experience;
- Incongruent atmospheric changes – introduction of lights that create skyglow in an area with a dark night sky;
- Work on a building with significant tribal association;
- Transfer, lease or sale of a historic property of religious and cultural significance.

Yes No

Unknown at this time. To be determined during site specific review. See site specific determination strategy for additional information. Some homes

may involve a water service line to a permanent water source or the repair or installation of a septic tank.

If Yes, continue.

If No, tribal consultation is not required.

- j.** Does HUD's Tribal Directory Assessment Tool indicate that tribes have an interest in the location where the project is sited?

(http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/environment/tribal)

Yes No

Unknown at this time. To be determined during site specific review. See site specific determination strategy for additional information.

If Yes, contact federally recognized tribe(s) and invite consultation. Continue.

If No, document the result in the ERR. Tribal consultation is not required.

- k.** Did the tribe(s) respond that they want to be a consulting party?

Yes No

Unknown at this time. To be determined during site specific review. See site specific determination strategy for additional information.

If Yes, continue.

If No, (no response within 30 days or responded that they do not wish to consult), document response or lack of response in ERR. Further consultation is not required.

- l.** After consulting with the tribe(s) and discussing the project, were any properties of religious or cultural significance to the tribe(s) identified in the project's APE?

Yes No

Unknown at this time. To be determined during site specific review. See site specific determination strategy for additional information.

If Yes, continue.

If No, notify tribe(s) and other consulting parties of your finding of "No Historic Properties Affected." Tribe(s) has 30 days to object to a finding.

- m.** After consulting with the tribe(s), will the project have an adverse effect on properties of religious or cultural significance to the tribe(s)?

Yes No

Unknown at this time. To be determined during site specific review. See site specific determination strategy for additional information.

If Yes, consult with tribe(s) and other consulting parties to resolve adverse effects, including considering alternatives and mitigation measures that would avoid or minimize adverse effects.

If No, notify tribe(s) and other consulting parties of your finding of "No Adverse Effects." Tribe(s) has 30 days to object to a finding.

- n.** Were any objections to a finding received from a consulting tribe?

Yes No

Unknown at this time. To be determined during site specific review. See site specific determination strategy for additional information.

If Yes, continue with consultation until resolved.

If No, consultation is complete.

2. §58.5(b) (1) Floodplain Management [24 CFR Part 55]

- a. Does the project include minor repairs or improvements on up to four dwelling units that do not meet the thresholds for “substantial improvement” under §55.2(b)(8)?

Yes No

The project is minor home repair up to \$24,999, and will not meet thresholds for substantial improvement. However, our program guidelines dictate that the program will not repair a home in the 100-year flood plain; therefore, site specific determinations will be made. See site specific determination strategy for additional information.

If Yes, compliance with this section is complete. Mark box “A” on the Statutory Checklist for this authority.

If No, continue.

- b. Is the project located within (or have an impact on) a 100 year floodplain (Zones A or V) identified by FEMA maps?

Yes No

Unknown at this time. To be determined during site specific review. See site specific determination strategy for additional information.

- c. Does the project involve a “critical action,” per §55.2(b)(2)(i), located within a 500 year floodplain (Zone B) identified by FEMA maps?

Yes No

Not applicable.

If Yes to (b) or (c), follow HUD’s Floodplain Management Regulations 8-Step decision-making process of §55.20 to comply with 24 CFR Part 55. The 8-Step decision-making process must show that there are no practicable alternatives to locating the project in the floodplain, and if there are no alternatives, define measures to mitigate impacts to floodplains and location of the project in the floodplain.

Completion of the 8-Step decision-making process must be completed before the completion of an EA per §55.10(a). See Attachment 1 for an example of the 8-Step decision-making process. The findings of the decision-making process must be included in the ERR and summarized in Part 55 and Part 58 public notices. Mark box “B” on the Statutory Checklist for this authority.

If No to (b) and (c), compliance with this section is complete. Mark box “A” on the Statutory Checklist for this authority.

3. §58.5(b) (2) Wetlands Protection (E.O. 11990)

- a. Does the project involve new construction, land use conversion, major rehabilitation, or substantial improvements?

Yes No

Not applicable since this project only involves minor home rehabilitation.

If Yes, continue.

If No, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.

- b. Is the project within or adjacent to or will it affect wetlands, marshes, wet meadows, mud flats or natural ponds per field observation and maps issued by the US Fish & Wildlife Service (USFWS) or U.S. Army Corps of Engineers (Corps)?

Yes No

Not applicable.

- c. Are there drainage ways, streams, rivers, or coastlines on or near the site?

Yes No

Not applicable.

- d. Are there ponds, marshes, bogs, swamps or other wetlands on or near the site?

Yes No

Not applicable.

- e. Does the project involve new construction and/or filling located within a wetland designated on a USFWS National Wetlands Inventory map?

Yes No

Not applicable.

If Yes to any of the above, comply with wetlands decision-making process of 24 CFR §55.20. (Use proposed Part 55 published in the Federal Register January 2012 for wetland procedures). Continue.

If No to all of the above, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.

- f. Will the project require a permit from the Corps under Section 404 of the Clean Water Act and/or will USFWS require wetland mitigation?

Yes No

Not applicable.

If Yes, ensure this is noted in Part 55 and Part 58 public notices. Include all mitigation measures and permit requirements in the mitigation section of the Statutory Checklist. Compliance with this section is complete. Mark box "B" on the Statutory Checklist for this authority.

If No, compliance with this section is complete. Mark box “B” on the Statutory Checklist for this authority.

4. §58.5(c) Coastal Zone Management [Coastal Zone Management Act of 1972, Sections 307(c) & (d)]

- a. Does the project involve new construction, land use conversion, major rehabilitation, or substantial improvements?

Yes No

Not applicable since this project only involves minor home rehabilitation.

If Yes, continue.

If No, compliance with this section is complete. Mark box “A” on the Statutory Checklist for this authority.

- b. Is the project located within a Coastal Zone as defined in your state Coastal Zone Management (CZM) Plan?

Yes No

Not applicable. It is worth noting that Travis County is over 100 miles north/northwest from the Coastal Barrier Resources System (CBRS) boundaries. See the CBRS Map (Map 1).

If Yes, the State CZM Agency must make a finding that the project is consistent with the approved State CZM Plan. Mark box “B” on the Statutory Checklist for this authority.

If No, compliance with this section is complete. Mark box “A” on the Statutory Checklist for this authority.

5. §58.5(d). Sole Source Aquifers [40 CFR Part 149]

- a. Does the project involve new construction or land use conversion?

Yes No

If Yes, continue.

If No, compliance with this section is complete. Mark box “A” on the Statutory Checklist for this authority.

- b. Is the project located within a U.S. Environmental Protection Agency (EPA)-designated sole source aquifer watershed area per EPA Ground Water Office?

Yes No

Not applicable.

If Yes, consult with the Water Management Division of EPA to design mitigation measures to avoid contaminating the aquifer and implement appropriate mitigation measures. Include mitigation measures in mitigation section of Statutory Checklist. Mark box “B” on the Statutory Checklist for this authority.

If No, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.

6. §58.5(e) Endangered Species [50 CFR Part 402]

- a. Does the project involve the type of activities that are likely to have "no effect on endangered species, such as:
- Demolition and construction or placement of a single family residence within a developed lot, and/or any loans or mortgages affiliated with such construction, demolition or placement provided they are not within 750 feet of habitat for federally-listed species or 300 feet of mapped wetlands, wildlife refuges, fish hatcheries, wildlife management areas, or related significant fish and wildlife resources?
Yes No
 - Rehabilitation or renovation activities associated with existing structures (*e.g.*, houses, buildings), including additional structures attached to or associated with the primary structure, and/or any loans or mortgages affiliated with such rehabilitation or renovation?
Yes No
 - Acquisition of existing structures (*e.g.*, houses, buildings), including additional structures attached to or associated with the primary structure, and/or any loans or mortgages affiliated with such acquisition.
Yes No
 - Purchase and placement of playground equipment within existing parks?
Yes No
 - Resurfacing, repairing, or maintaining existing streets, sidewalks, curbs, trails, parking lots and/or any other existing paved surfaces where additional ground disturbance, outside of the existing surface is not necessary?
Yes No

If Yes to any of the above, the project is likely to have "No Effect" on federally protected species and critical habitat. Informal consultation with the US Fish and Wildlife Service or the National Marine Fisheries Service (Services) is not necessary. The RE is required to make this finding and include a memorandum to the file supporting the finding (note that this finding should be made by the RE, and not by third party contractors and non-RE grant recipients). Compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.

If No to all of the above, continue.

"No Effect;" therefore, not applicable. See Memorandum Regarding Endangered Species (Attachment 3).

- b. Does the project constitute a major construction activity (a major Federal action that modifies the physical environment and would normally require the preparation of an EIS)?
Yes No

Not applicable.

If Yes, formal consultation with the Services is required in accordance with procedural regulations contained in 50 CFR Part 402. Mark box “B” on the Statutory Checklist for this authority.

If No, continue.

- c. Have the Services identified federally protected species or critical habitat within the project area?

Yes No

Not applicable.

If Yes, continue.

If No, the project is likely to have “No Effect” on federally protected species and critical habitat. Informal consultation with the Services is not necessary.

The RE is required to make this finding and include a memorandum to the file supporting the finding (note that this finding should be made by the RE, and not by third party contractors). Compliance with this section is complete. Mark box “A” on the Statutory Checklist for this authority.

- d. If federally protected species or critical habitat have been identified within the project area, has a special study been conducted by a qualified professional to determine the effects of the project on each species and critical habitat?

Yes No

Not applicable.

If Yes, continue.

If No, a special study should be conducted to determine the effects of the project on federally protected species and critical habitat. Continue.

- e. Has the RE made a determination based on professional findings that the project is “Not Likely to Adversely Affect” any federally protected (listed or proposed) threatened or endangered species (i.e., plants or animals, fish, or invertebrates), nor adversely modify critical habitats?

Yes No

Not applicable.

If Yes, Service’s concurrence with findings is required. Mark box “B” on the Statutory Checklist for this authority.

If No, continue.

- f. Has the RE determined based on professional findings that the project “May Affect” federally protected (listed or proposed) threatened or endangered species (i.e., plants or animals, fish, or invertebrates), or adversely modify critical habitats?

Yes No

Not applicable.

If Yes, formal consultation is required with the Services, in accordance with procedural regulations contained in 50 CFR Part 402, which mandates formal consultation in order to preserve the species. Mark box “B” on the Statutory Checklist for this authority.

If No, contact your FEO for assistance in determining impacts to federally protected species and critical habitat.

7. §58.5(f) Wild and Scenic Rivers [36 CFR Part 297]

- a. Does the project involve new construction, land use conversion, major rehabilitation, or substantial improvements?

Yes No

Not applicable since the project only involves minor home rehabilitation.

If Yes, continue.

If No, compliance with this section is complete. Mark box “A” on the Statutory Checklist for this authority.

- b. Is the project is located within one (1) mile of a designated Wild & Scenic River, or river being studied as a potential component of the Wild & Scenic River system?

Yes No

Not applicable. It is worth noting that the only wild and scenic river in Texas (the Rio Grande River) is over 200 miles from Travis County. See the Texas Wild & Scenic Rivers map (Map 2).

If Yes, determination from the National Park Service (NPS) must be obtained, with a finding that the project will not have a direct and adverse effect on the river nor invade or diminish values associated with such rivers. For NRI Rivers, consultation with NPS is recommended to identify and eliminate direct and adverse effects. Mark box “B” on the Statutory Checklist for this authority.

If No, compliance with this section is complete. Mark box “A” on the Statutory Checklist for this authority.

8. §58.5(g) Air Quality [40 CFR Parts 6, 51, 61 and 93]

- a. Does the project involve demolition or renovation of buildings likely to contain asbestos containing materials?

Yes No

This project does not involve demolition and only involves minor home rehabilitation.

If Yes, ensure the project is in compliance with EPA’s Asbestos regulations found at 40 CFR Part 61 (NESHAP) and all State and local regulations. Continue.

If No, continue.

- b. Does the project involve, for five or more dwelling units, acquisition of undeveloped land, a change of land use, demolition, major rehabilitation, or new construction?

Yes No

Not applicable since this project only involves minor home rehabilitation.

If Yes, continue.

If No, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.

c. Is the project located in a Non-Attainment area?

Yes No

Not applicable.

If Yes, continue.

If No, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.

d. Is the project consistent with the air quality State Implementation Plan (SIP)?

Yes No

Not applicable.

If Yes, obtain letter of consistency showing that the project is consistent with the SIP. Compliance is complete. Mark box "B" on the Statutory Checklist for this authority.

If No, continue.

e. Has EPA determined that the proposed activity is one that requires a permit under the SIP?

Yes No

Not applicable.

If Yes, continue.

If No, compliance is complete. Mark box "B" on the Statutory Checklist for this authority.

f. Will project exceed any of the *de minimis* emissions levels of all non-attainment and maintenance level pollutants or exceed the screening level established by the state or air quality management district?

Yes No

Not applicable.

If Yes, continue.

If No, compliance with this section is complete. Mark box "B" on the Statutory Checklist for this authority. Attach all documents used to make your determination (See Conformity determination thresholds at 40 CFR 93.153(b) Include engineering/construction assessments of emissions during construction and operating phases).

g. Can project be brought into compliance through mitigation?

Yes No

Not applicable.

If Yes, list mitigation measures required to achieve conformance with SIP in the mitigation section of the Statutory Checklist. Mark box “B” on the Statutory Checklist for this authority.

If No, Federal assistance may not be used at this location.

9. §58.5(h) Farmlands Protection [7 CFR Part 658]

- a. Does the project involve acquisition of undeveloped land, conversion of undeveloped land, new construction or site clearance?

Yes No

Not applicable since this project only involves minor home rehabilitation.

If Yes, continue.

If No, compliance with this section is complete. Mark box “A” on the Statutory Checklist for this authority.

- b. Is project located in an area committed (zoned) to urban uses?

Yes No

Not applicable.

If Yes, compliance with this section is complete. Mark box “A” on the Statutory Checklist for this authority.

If No, continue.

- c. Does the project site include prime or unique farmland, or other farmland of statewide or local importance as identified by the U.S. Department of Agriculture, Natural Resources Conservation Service (NRCS) (formerly the Soil Conservation Service)?

Yes No

Not applicable.

If Yes, request evaluation of land type from the NRCS using Form AD-1006, and consider the resulting rating in deciding whether to approve the proposal, as well as mitigation measures (including measures to prevent adverse effects on adjacent farmlands). Mark box “B” on the Statutory Checklist for this authority. Include mitigation measures in the mitigation section of the Statutory Checklist.

If No, compliance with this section is complete. Mark box “A” on the Statutory Checklist for this authority.

10. §58.5(i) (1) Noise Abatement and Control [24 CFR Part 51B]

- a. Does the project involve a noise sensitive use such as a residential structure, school, hospital, nursing home, library, etc.?

Yes No

If Yes, continue.

If No, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.

Based on our responses to paragraph 10a and/or 10b above, it is possible that a noise calculation assessment would be required for this property. However, based on our interpretation of 24 CFR 51.101 (see excerpt below), whereas HUD encourages "noise attenuation features in alterations," noise attenuation features are not required for minor rehabilitation, such as those covered in our CDBG Home Rehabilitation Program).

Excerpt from 24 CFR 51.101:

"(5) HUD support of modernization and rehabilitation. For modernization projects located in all noise exposed areas, HUD shall encourage noise attenuation features in alterations. For major or substantial rehabilitation projects in the Normally Unacceptable and Unacceptable noise zones, HUD actively shall seek to have project sponsors incorporate noise attenuation features, given the extent and nature of the rehabilitation being undertaken and the level or exterior noise exposure. In Unacceptable noise zones, HUD shall strongly encourage conversion of noise-exposed sites to land uses compatible with the high noise levels."

Therefore, this section is Not Applicable.

Nonetheless, if any rehabilitation work is done that provides an opportunity for noise assessment within the scope and funding of the project (no more than \$24,999 for all repairs), appropriate recommendations will be made to the resident. Implementation of any noise attenuation will be at the discretion of the resident.

- b. Is the project located within:
- 15 miles of a civilian or military airfield with more than 9,000 carrier operations annually;
Yes No
 - 1000 feet of a major highway or busy road;
Yes No
 - within 3000 feet of a railroad.
Yes No

Not applicable.

If Yes to any the above, complete a noise calculation assessment. Use adopted DNL contours if the noise source is an airport. Continue.

If No, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.

- c. Do noise calculations or airport noise contour maps indicate noise levels above 65dB (outside)?

Yes No

Not applicable.

If Yes, continue.

If No, compliance with this section is complete. Mark box “A” on the Statutory Checklist for this authority.

- d. Do noise calculations or airport noise contour maps indicate noise levels above 75dB (outside)?

Yes No

Not applicable.

If No, for projects in the normally unacceptable zone (65dB – 75dB), noise attenuation measures are strongly encouraged for rehabilitation and required for new construction to reduce noise levels to below 65dB (outside). Mark box “B” on the Statutory Checklist for this authority. List all attenuation measures in the mitigation section of the Statutory Checklist.

If Yes, HUD assistance for the construction of new noise sensitive uses is generally prohibited for projects with unacceptable noise exposure (>75dB). Noise attenuation measures are strongly encouraged for rehabilitation projects with unacceptable noise exposure to reduce noise levels to below 65dB (outside). Mark box “B” on the Statutory Checklist for this authority. List all attenuation measures in the mitigation section of the Statutory Checklist.

11. §58.5(i) (1) Explosive and Flammable Operations [24 CFR 51C]

- a. Does the project involve development, construction, rehabilitation, modernization or land use conversion of a property intended for residential, institutional, recreational, commercial, or industrial use?

Yes No

If Yes, continue.

If No, compliance with this section is complete. Mark box “A” on the Statutory Checklist for this authority.

The requirements for Explosive and Flammable Operations [24 CFR 51] are not applicable since this does not involve a HUD-assisted project as defined in 24 CFR 51.201 for this subpart (see excerpt from 24 CFR 51.201 below), and as noted on page 4 of the HUD’s Acceptable Separation Distance Guidebook and on the Protocol and example Statutory Checklist for Explosive and Flammable Operations provided in the Community Development Block Grant Toolkit on Crosscutting Issues, Module 2: Environmental Review (under “Other HUD Documents” and under “Sample Grantee Policies/Procedures,” respectively).

Per 24 CFR 51.201, a "HUD-assisted project" is defined as follows: "the development, construction, rehabilitation, modernization or conversion with HUD subsidy, grant assistance, loan, loan guarantee, or mortgage insurance, of any project which is intended for residential, institutional, recreational, commercial or industrial use. For purposes of this subpart the terms "rehabilitation" and "modernization" refer only to such repairs and renovation of a building or buildings as will result in an increased number of people being exposed to hazardous operations by increasing residential densities, converting the type of use of a building to habitation, or making a vacant building habitable."

The repairs under this program will not result in increased density, and do not involve converting the type of use of a building to habitation nor making a vacant building habitable. Therefore, the requirements of 24 CFR 51C pertaining to Explosive and Flammable Operations are not applicable.

- b. Was a field observation performed by a qualified environmental professional which documents that there are above ground storage tanks within line of site of the project?
Yes No

Not applicable.

- c. Is the project site within 1 mile of current or planned stationary aboveground storage tanks of more than 100 gallon capacity, containing common liquid industrial fuels OR of any capacity, containing hazardous liquids or gases that are not liquid industrial fuels?
Yes No

Not applicable.

- d. Are industrial facilities handling explosive or fire-prone materials such as liquid propane, gasoline or other storage tanks adjacent to or visible from the project site?
Yes No

Not applicable.

If Yes to any of the above, use HUD Hazards Guide to calculate an Acceptable Separation Distance to comply with 24 CFR Part 51, Subpart C. Continue.

If No to all of the above, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.

- e. Is the project located at an Acceptable Separation Distance from any aboveground explosive or flammable fuels or chemicals containers as calculated above?
Yes No

Not applicable.

If Yes, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.

If No, continue.

- f. Can mitigation measures, such as construction of a barrier of adequate size and strength, reduce the blast overpressure or thermal radiation hazard to protect the project (per 24 CFR §51.205)?

Yes No

Not applicable.

If Yes, Mark box “B” on the Statutory Checklist for this authority. List all mitigation measures in the mitigation section of the Statutory Checklist.

If No, HUD assistance cannot be used for this project.

12. §58.5(i) (1) Airport Hazards [24 CFR 51D]

- a. Will the project use HUD assistance, subsidy or insurance for construction; land development; community development or redevelopment; substantial modernization and rehabilitation which prolongs the physical or economic life of existing facilities; provide facilities and services which make land available for construction; change the use of a facility; increase the density or number of people at the site?

Yes No

If Yes, continue.

If No, compliance with this section is complete. Mark box “A” on the Statutory Checklist for this authority.

- b. Is the property within 2,500 feet of a civilian airport, the Runway Clear Zone (RCZ)?

Yes No

Unknown at this time. To be determined during site specific review. See site specific determination strategy for additional information.¹

- c. Is the project is within 15,000 feet of a military airfield, the Clear Zone (CZ) or Accident Potential Zone (APZ)?

Yes No

Not applicable since there are no military airfields in Travis County. Camp Mabry is a military base, but it does not have an airfield. Noise hazard assessments (e.g., determination of the Accident Potential Zone (APZ), etc.) are not required at Camp Mabry since there are no runways and no aircrafts, other than occasional helicopters, flying in/out of the site.

If Yes to either of the above questions, request a written finding from the airport operator stating whether or not the project is located in a RCZ, CZ or APZ. Continue.

If No to both of the above questions, compliance with this section is complete. Mark box “A” on the Statutory Checklist for this authority.

¹As stated in section 10 above (pertaining to §58.5(i) (1) Noise Abatement and Control [24 CFR Part 51B]), the airport hazard (RCZ) map will also include the airport’s 65-dB noise contours, if available, to document that the property is outside these noise contours.

- d. If the project is within 15,000 feet of a military airfield or within 2,500 feet of a civilian airport, did your written confirmation from the airport operator confirm that the project is located in a RCZ, CZ or APZ?

Yes No

Unknown at this time. To be determined during site specific review. See site specific determination strategy for additional information.

If **Yes**, continue.

If **No**, compliance with this section is complete. Mark box “A” on the Statutory Checklist for this authority.

- e. If the project is located in a military airfield APZ, is the project consistent with the Land Use Compatibility Guidelines for Accident Potential Zones (32 CFR Part 256, DOD Instruction 4165.57).

Yes No

Unknown at this time. To be determined during site specific review. See site specific determination strategy for additional information.

If **Yes**, attach copy of written assurance from airport operator. Mark box “B” on the Statutory Checklist for this authority.

If **No**, HUD funds may not be used for this project.

- f. If the project is in a RCZ/CZ will the project be frequently used or occupied by people?

Yes No

Unknown at this time. To be determined during site specific review. See site specific determination strategy for additional information.

If **Yes**, HUD funds may not be used for this project.

If **No**, continue.

- g. If the project will not frequently be used by people, has the airport operator provided a written statement that there are no plans to purchase the land involved with such facilities as part of an RCZ/CZ acquisition program?

Yes No

Not applicable. All sites will house people on a daily basis.

If **Yes**, attach copy of written assurance from airport operator. Mark box “B” on the Statutory Checklist for this authority.

If **No**, HUD funds may not be used for this project.

13. §58.5(i) (2) Contamination and Toxic Substances

- a. Is the property located within the search distances of any of the types of environmental contamination sources?

Standard Environmental Record Sources	Approximate Minimum Search Distance (mi)	Yes	No

Standard Environmental Record Sources	Approximate Minimum Search Distance (mi)	Yes	No
Federal NPL Site List	1		
Federal Delisted NPL Site List	0.5		
Federal CERCLIS List	0.5		
Federal CERCLIS NFRAP Site List	0.5		
Federal RCRA CORRACTS Facilities List	1		
Federal RCRA Non-CORRACTS TSD Facilities List	0.5		
Federal RCRA Generators List	Property/Adjoining Properties		
Federal Institutional Control/Engineering Control Registries	Property Only		
Federal ERNS List	Property Only		
State- and Tribal-Equivalent NPL	1		
State- and Tribal-Equivalent CERCLIS	0.5		
State and Tribal Landfill and/or Solid Waste Disposal Site Lists	0.5		
State and Tribal Leaking Storage Tank Lists	0.5		
State and Tribal Registered Storage Tank Lists	Property/Adjoining Properties		
State and Tribal Institutional Control/Engineering Control Registries	Property Only		
State and Tribal Voluntary Cleanup Sites	0.5		
State and Tribal Brownfield Sites	0.5		

Unknown at this time. To be determined during site specific review. See site specific determination strategy for additional information.

b. Did a visual inspection of the site show the following?

	Yes	No
Distressed vegetation		
Vent or Fill Pipes		
Storage Oil Tanks or Questionable Containers		
Pits, Ponds or Lagoons		
Stained Soil or Pavement (other than water stains)		

	Yes	No
Pungent, Foul or Noxious Odors		
Dumped Material or Soil, Mounds of Dirt, Rubble, Fill, etc.		

Unknown at this time. To be determined during site specific review. See site specific determination strategy for additional information.

- c. Has the property ever been used for any of the following types of uses?

	Yes	No		Yes	No
Gas Station			Vehicle Repair Shop		
Car Dealership			Auto Garage		
Depot			Commercial Printing Facility		
Industrial or commercial warehouses			Dry Cleaners		
Photo Developing Laboratory			Hospital		
Junkyard or landfill			Agricultural/Farming Operations		
Tannery			Livestock Operations		

Unknown at this time. To be determined during site specific review. See site specific determination strategy for additional information.

- d. Does the project have an underground storage tank other than a residential fuel tank, or known or suspected to be contaminated by toxic chemicals or radioactive materials?
 Yes No

Unknown at this time. To be determined during site specific review. See site specific determination strategy for additional information.

- e. Is the project site near an industry disposing of chemicals or hazardous wastes?
 Yes No

Unknown at this time. To be determined during site specific review. See site specific determination strategy for additional information.

If No to all of the above, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.

If Yes to any of the above, a qualified environmental professional must undertake investigations necessary to ensure that the project is free of hazardous materials,

contamination, toxic chemicals and gases, and radioactive substances such that there is no hazard which could affect the health and safety of occupants or conflict with the intended utilization of the property. Continue.

- f. Could nearby toxic, hazardous or radioactive substances affect the health and safety of project occupants or conflict with the intended use of the property?

Yes No

Unknown at this time. To be determined during site specific review. See site specific determination strategy for additional information.

- g. Are there unresolved concerns that could lead to the RE being determined to be a Potentially Responsible Party (PRP)?

Yes No

Unknown at this time. To be determined during site specific review. See site specific determination strategy for additional information.

If Yes, continue.

If No, provide written documentation from a qualified environmental professional which documents that identified potential sources of contamination does not pose a hazard which would restrict the intended uses of the property or to the occupants.

- h. Was an ASTM Phase I Environmental Site Assessment (ESA) report completed for this project? (Note: HUD regulations do not require an ASTM Phase I ESA report for single family homes of 1-4 units. An ASTM Phase I ESA report is required for multifamily (5 or more units) and/or Non-residential properties.)

Yes No

Unknown at this time. To be determined during site specific review. See site specific determination strategy for additional information.

- i. Did the ASTM Phase I ESA or other documentation uncover any Recognized Environmental Conditions (RECs) or recommend a Phase II, special/specific Phase II, or recommend Phase III environmental site assessments?

Yes No

Unknown at this time. To be determined during site specific review. See site specific determination strategy for additional information.

If Yes, continue.

If No, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.

- j. Do ESAs or other documentation conclude that nearby toxic, hazardous or radioactive substances could affect the health and safety of project occupants or conflict with the intended use of the property?

Yes No

Unknown at this time. To be determined during site specific review. See site specific determination strategy for additional information.

If Yes, continue.

If No, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.

- k. Did any of the ESA reports or other documentation identify the need to mitigate the environmental condition by removing, stabilizing or encapsulating the toxic substances in accordance with the requirements of the appropriate Federal, state or local oversight agency?

Yes No

Unknown at this time. To be determined during site specific review. See site specific determination strategy for additional information.

If Yes, continue.

If No, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.

- l. Can all adverse environmental conditions identified in any of the ESAs or other documentation be mitigated?

Yes No

Unknown at this time. To be determined during site specific review. See site specific determination strategy for additional information.

If Yes, compliance with this section is complete. List specific remedial actions or mitigations in the mitigation section of the Statutory Checklist, according to the requirements of the appropriate Federal, state, or local oversight agency. Mark box "B" on the Statutory Checklist for this authority.

If No, HUD cannot provide assistance for the project at this site.

14. §58.5(j) Environmental Justice (E.O. 12898)

- a. Is the project located in or designed to serve a predominantly minority and low-income neighborhood?

Yes No

The project is available in the unincorporated areas of Travis County and the Village of Webberville. It is not targeted to any particular neighborhood. However, the project is intended to assist homeowners living at or below 80% of the Area Median Family Income.

If No, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.

If Yes, continue.

- b. Would there be an adverse environmental impact caused by the proposed action, or would the proposed action be subject to an existing adverse environmental impact?

Yes No

Not applicable.

If No, compliance with this section is complete. Mark box “A” on the Statutory Checklist for this authority.

If Yes, perform an Environmental Justice (EJ) analysis using census, geographic and other data to determine if a low-income/minority population is disproportionately impacted. Continue.

- c. Will the adverse environmental impact of the proposed action disproportionately impact minority and low-income populations relative to the community-at-large?

Yes No

Not applicable.

If No, compliance with this section is complete. Document the determination of no disproportionate impacts. Mark box “A” on the Statutory Checklist for this authority.

If Yes, Mitigation or avoidance of adverse impacts must be considered to the extent practicable; and, public participation processes must involve the affected population(s) in the decision-making process. Continue.

- d. Has the mitigation plan been approved by the RE and the impacted community?

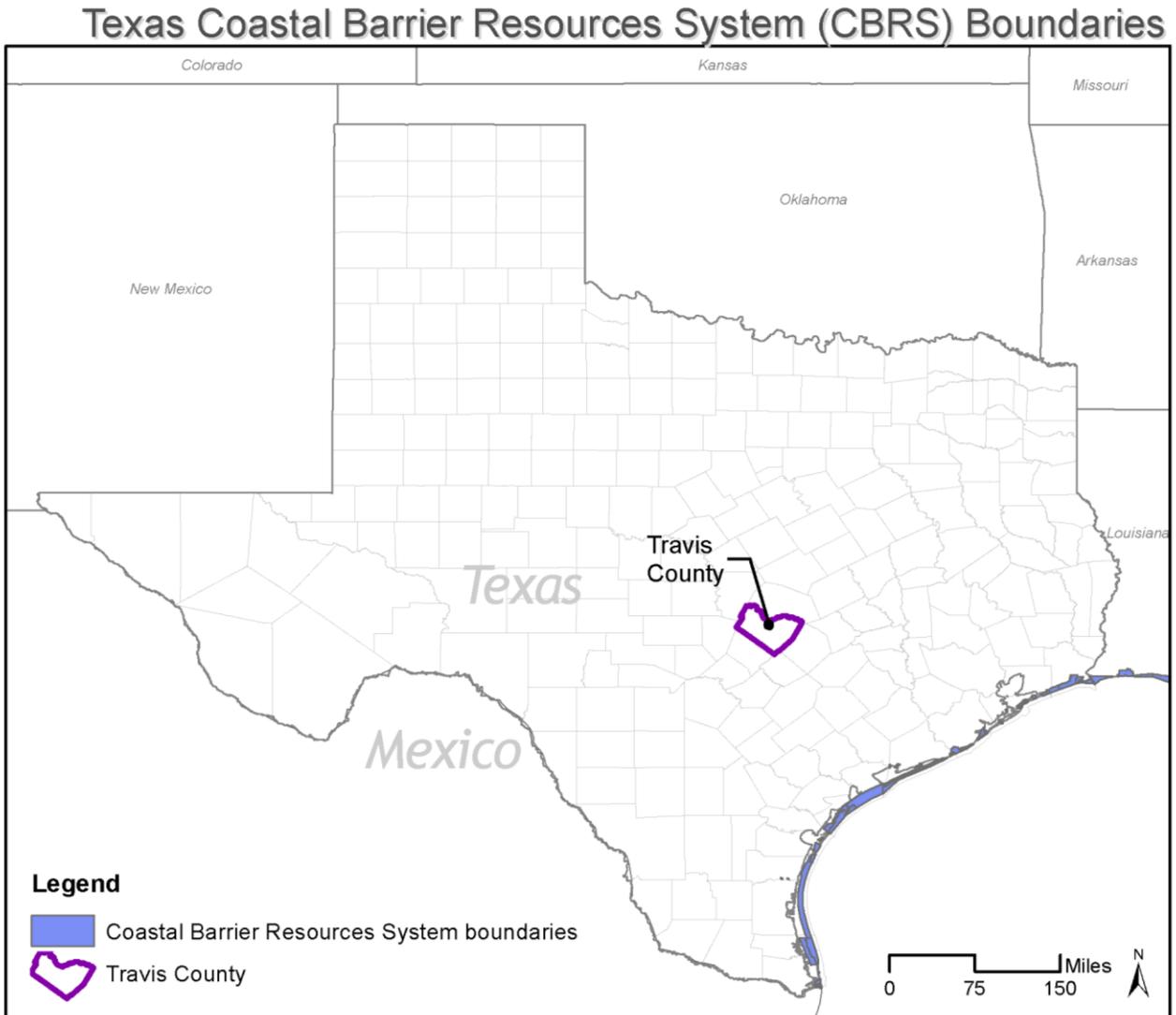
Yes No

Not applicable.

If Yes, compliance with this section is complete. Include mitigation plan in the mitigation section of the Statutory Checklist. Mark box “B” on the Statutory Checklist for this authority.

If No, Project cannot move forward until EJ issue is mitigated to the satisfactory of the RE and impacted community.

Map 1 COASTAL BARRIER RESOURCES SYSTEM (CBRS) BOUNDARIES MAP

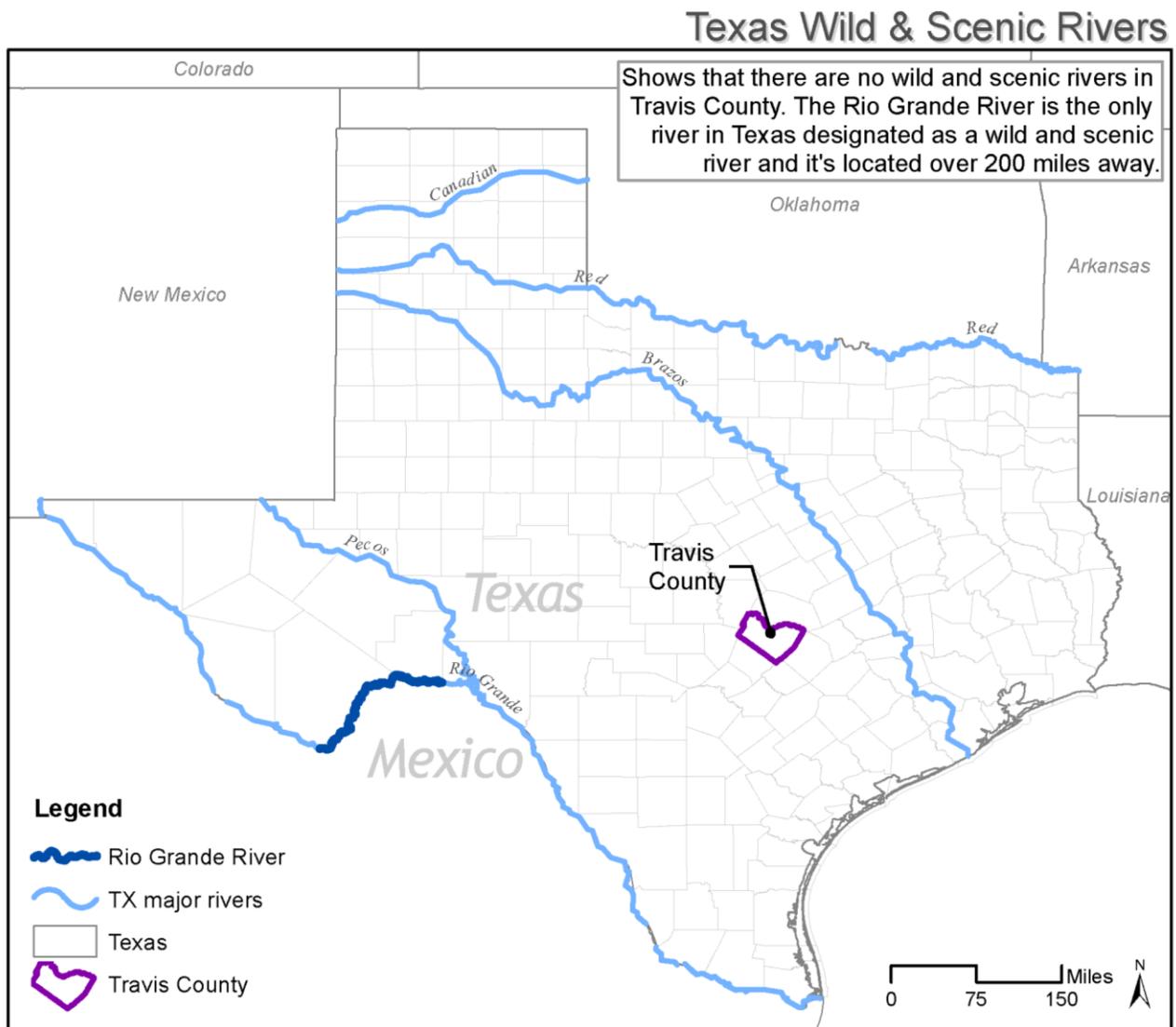


Source: US Fish & Wildlife Service

GIS data downloaded on 1/7/14 from: http://www.fws.gov/CBRA/Maps/Data_Disclaimer_Shapefiles.html

Map created by: Travis County HHS/VS, CDBG Office, E.Rivera, January 2014

Map 2 WILD AND SCENIC RIVERS



According to the National Wild and Scenic River System, Texas has approximately 184,797 miles of river, of which 191.2 miles (Rio Grande River) are designated as wild & scenic. Of this 191.2 miles, 95.2 miles are designated as wild and 96.0 miles are designated as scenic.

Source: National Wild and Scenic River System website

Downloaded on 1/8/14 from: <http://www.rivers.gov/mapping-gis.php>

Map created by: Travis County HHS/VS, CDBG Office, E.Rivera, January 2014

Attachment 3 (to Appendix A)
**Memorandum Regarding
Endangered Species**

MEMORANDUM

To: Judge Samuel T. Biscoe
Travis County Judge
PO Box 1748
Austin, TX 78767

From: Christy Moffett
CDBG Planning Project Manager
PO Box 1748
Austin, TX 78767

Date: May 20, 2014

Re: Travis County Home Rehabilitation Program, Tier 1 Environmental Clearance

According to §58.5(e) Endangered Species [50 CFR Part 402], Travis County finds that its Home Rehabilitation Program is likely to have “No Effect” on federally protected species and critical habitat. Informal consultation with the US Fish and Wildlife Service or the National Marine Fisheries Service (Services) is not necessary.

The program will include:

Rehabilitation or renovation activities associated with existing structures (e.g., houses, buildings), including additional structures attached to or associated with the primary structure, and/or any loans or mortgages affiliated with such rehabilitation or renovation. Therefore, this project involves the type of activities that are likely to have “no effect on endangered species and Travis County finds that no consultation with US Fish and Wildlife Service or the National Marine Fisheries Service (Services) will be necessary for environmental clearance under the The Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.* as amended: particularly Section 7 (b) and (c). 50 CFR 402).

Attachment 4 (to Appendix A)
**Compliance Checklist for
24 CFR §58.6**

RE SEAL

RE NAME AND ADDRESS

Compliance Checklist for 24 CFR §58.6, Other Requirements

Complete for all projects, including Exempt (§58.34), Categorically Excluded Subject to §58.5 [§58.35(a)], Categorically Excluded Not Subject to §58.5 [§58.35(b)] and Projects Requiring Environmental Assessments (§58.36)

Project Name: Travis County CDBG Owner Occupied Home Rehabilitation Program - Tier 1

ERR FILE # {streetaddress}(HR#__)

1. §58.6(a) and (b) Flood Disaster Protection Act of 1973, as amended; national Flood Insurance Reform Act of 1994

- a. Does the project involve new construction, major rehabilitation, minor rehabilitation, improvements, acquisition, management, new loans, loan refinancing or mortgage insurance?
 Yes **No**

If No, compliance with this section is complete.
If Yes, continue.

- b. Is the project located in a FEMA identified Special Flood Hazard Area?
 Yes **No**

If No, compliance with this section is complete.
If Yes, continue.

- c. Is the community participating in the National Flood Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?
 Yes **No**

If Yes, Flood Insurance under the National Flood Insurance Program must be obtained. If HUD assistance is provided as a grant, insurance must be maintained for the economic life of the project and in the amount of the total project cost (or up to the maximum allowable coverage, whichever is less). If HUD assistance is provided as a loan, insurance must be maintained for the term of the loan and in the amount of the loan (or up to maximum allowable coverage, whichever is less). A copy of the flood insurance policy declaration must be kept on file in the ERR.

If No, Federal assistance may not be used in the Special Flood Hazards Area.

Cite and attach source documentation: (Documentation should include a FEMA Flood Map showing project location in reference to flood zone designation. If flood map is not available, use best available information.)

For additional information see:

FEMA Map Service Center: <http://www.store.msc.fema.gov>

NFIP Community Status Book: www.fema.gov/fema/csb.shtm

2. §58.6(c) Coastal Barrier Improvement Act, as amended by the Coastal Barriers Improvement Act of 1990 (16 U.S.C. 3501)

- a. Does the project involve new construction, conversion of land uses, major rehabilitation, minor rehabilitation of existing structure, or acquisition of undeveloped land?

Yes No

If No, compliance with this section is complete.

If Yes, continue below.

- b. Is the project located in a coastal barrier resource area?

Yes No

If No, compliance with this section is complete.

If Yes, Federal assistance may not be used in such an area.

Cite and attach source documentation: (Documentation should include map (e.g. Google Earth) noting project distance from Coastal Barrier Resources.) For more information see: CBRS maps on US FWS and FEMA websites:

<http://www.FWS.gov/CBRA>

<http://www.FWS.gov/CBRA/Maps/index.html>

3. §58.6(d) Runway Clear Zones and Clear Zones [24 CFR §51.303(a) (3)]

- a. Does the project involve the sale or purchase of existing property?

Yes No

If No, compliance with this section is complete.

If Yes, continue below.

- b. Is the project located within 2,500 feet of the end of a civil airport runway (Civil Airport's Runway Clear Zone) or within 15,000 feet of the end of a military runway (Military Airfield's Clear Zone)?

Yes No

If No, compliance with this section is complete.

If Yes, Notice must be provided to buyer. The notice must advise the buyer that the property is in a Runway Clear Zone or Clear Zone, what the implications of such a location are, and that there is a possibility that the property may, at a later date, be acquired by the airport operator. The buyer must sign a statement acknowledging receipt of this information, and a copy of the signed notice must be maintained in this ERR.

Cite and attach source document (Map indicating project site in proximity to end of runway):

For more information see:

Airport Information: <http://www.airnav.com/airports/>

HUD Airport Hazards Q&A:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/environment/review/qa/airport

AUTHORIZED RESPONSIBLE ENTITY OFFICIAL:

Authorized Responsible Entity Signature

Samuel T. Biscoe

Authorized Responsible Entity Name (printed)

Date

County Judge

Title (printed)

Appendix B
**Site Specific
Environmental
Determination Strategy**

Appendix B

Site Specific Determination Strategy

Travis County has chosen to tier its environmental review of its housing rehabilitation programs. According to 24 CFR Part 58, a responsible entity may tier its environmental review and assessments to eliminate the repetitive discussions of the same issues at subsequent levels of review. Due to the nature of this program, specific sites will require additional review based on their location within the unincorporated areas of the county. Tiering is appropriate in this case when there is a requirement to evaluate a policy or proposal early in the stages of development or when site specific analysis of mitigation is not currently feasible and a more narrow or focused analysis is better done at a later date.

The following section will discuss in detail how each site (once chosen) will comply with laws outlined by HUD and required under 24 CFR 58.5 for home rehabilitation and related improvement activities.

Historic Preservation

According to Section 106 of the National Historic Preservation Act (NHPA) of 1966 (16 U.S.C. 470 et seq.), Federal agencies are required to assess the effects of their undertakings on historic sites. This action affords the Advisory Council on Historic Preservation a reasonable opportunity to comment on the project's impact. In the event that sites fall under this law, Travis County staff will adhere to the following guidelines.

According to Section 106, historic properties as they pertain to federal undertakings include any district, site, building, structure, or object that is included in or eligible for inclusion in the National Register of Historic Places. In the case that a home rehabilitation project has the potential to affect a historic property, Travis County must consult with the State Historic Preservation Officer (SHPO) to request a formal determination of eligibility for the National Register of Historic Places from the Texas Historical Commission (THC). Per letter dated July 10, 2013 from the SHPO/THC (see Attachment 1 to Appendix B), only projects of more than 45 years of age must be submitted to the SHPO/THC for historic review.

- 1) At each site, Travis County will determine whether the project could affect historic properties by completing Section 1 (pertaining to §58.5(a) Historical Properties [36 CFR Part 800]) of the site specific environmental determination worksheet (Attachment 2 to Appendix B) and gathering any appropriate supporting documentation.

- 2) Properties that are determined to be 45 years old or less, based on TCAD records, will be considered to be in compliance with the historic properties section of the environmental review once it is confirmed (and documented on a map) that the property is not within or directly adjacent to a historic district and that there are no properties of historical, architectural, religious or cultural significance identified in the project's Area of Potential Effect. Note that due to the limited nature of the home repairs in this minor home rehabilitation program, the project's Area of Potential is essentially the footprint of the

house and possibly the area in and around the septic system and/or water system, if these systems are included in the scope of work.

- 3) Any property that are over 45 years old, regardless of its location, and any property that is less than 45 years old and located within or directly adjacent to a historic district will be submitted to the SHPO for consideration. The submittal to the SHPO will include color photos of all facades of the structure and photographs of surrounding structures, a map with the property's geographic location, and a description of the type of work that is being considered.
 - a) If the Texas Historical Commission determines that the property is historic, it will develop a memorandum of agreement to assess possible adverse effects on the historic property based on the Secretary of the Interior's standards for rehabilitation. The memorandum of agreement will outline agreed-upon measures that the County will take to ensure the avoidance, mitigation and/or minimization of the adverse effects on historic properties.
 - b) In the event that Travis County determines that no historic properties are present, it will provide documentation to the Texas Historical Commission which grants a thirty day time-period for any objection to be raised. If the Texas Historical Commission has no objection, Travis County will proceed without any further Section 106 obligations.

Floodplain Management

Executive Order 11988, "Floodplain Management," requires Federal agencies to avoid actions, to the extent practicable that will result in the location of facilities in floodplains and/or affect floodplain values. HUD regulations for protecting floodplains (*24 CFR Part 55 Floodplain Management*) restrict financial support for projects located within the designated 100-year floodplain, unless it can be demonstrated that there are no practicable alternatives outside of the floodplain. No practical alternatives means that the agency cannot; (a) avoid to the extent possible long and short term adverse impacts associated with the occupancy and modification of floodplains, and (b) avoid direct development within or modification of floodplains, wherever there is a practical alternative.

Because the repairs or improvements under the CDBG Home Rehabilitation Program do not meet the thresholds for "substantial improvement", work is allowed in the 100-year floodplain. However, our program-specific guidelines only allow repairs and improvements to houses that are not in the 100-year floodplain. While the County may go through a lengthy process to allow for repairs in the floodplain, including requiring flood insurance, the Program has decided to not to do so,

As part of the Environmental Review Record (ERR) for every property in the program, documentation will be maintained, including a map based on the FEMA panel with site location and a determination of whether or not the site is located in the 100-year floodplain.

Airport/ Runway Clear Zones

For each property, it must be determined whether the property is located within 2,500 feet of a civilian airport, the Runway Clear Zone (RCZ), or within 15,000 feet of a military field, the Clear Zone (CZ) or Accident Potential Zone (APZ). HUD does not fund activities in any of these zones. Although due to the nature of this home rehabilitation project, no new construction will be created, the home rehabilitation work may prolong the physical or economic life of an existing property. Travis County will verify that a property is not within any of these zones prior to environmental clearance or approval of any work.

Toxic Chemicals and Radioactive Material

All properties where activities will occur must be free of hazardous materials, contamination, toxic chemicals and gases, and radioactive substances, where a hazard could affect the health and safety of occupants or conflict with the intended utilization of the property.

Travis County staff will assess, according to applicable HUD guidelines and based on available information, whether the property is free of hazardous materials, contamination, toxic chemicals and gases and radioactive substances at the time that the property is inspected, prior to any work being approved.

Attachment 1 (to Appendix B)
**July 10, 2013 Letter from
the Texas Historical
Commission**

TEXAS HISTORICAL COMMISSION
real places telling real stories

July 10, 2013

Elena Rivera
Travis County Health & Human Services & Veterans Service
Travis County
P.O. Box 1748
Austin, Texas

**Re: Travis County CDBG Owner Occupied Home Rehabilitation Program, Travis County, Texas,
N10**

Dear Ms. Rivera:

Thank you for your correspondence describing the above referenced project. This letter serves as comment on the proposed undertaking from Mark Wolfe, Executive Director of the Texas Historical Commission and the State Historic Preservation Officer.

Section 106 of the National Historic Preservation Act requires federal agencies, or their designated representatives, to take into account the effects of their undertakings on historic properties. Federal agencies, or their designated representatives, must request the comments of this office when they are considering an action, or if they are assisting, permitting, or licensing an action that may affect archeological sites or historic buildings. The Texas Historical Commission requires submittal for projects of more than 45 years of age at the time of submittal. Under the Antiquities Code of Texas, state agencies and political subdivisions of the State are required to contact us relative to actions on non-federal public lands in the State of Texas.

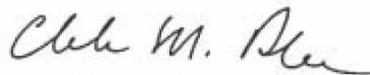
The Texas Historical Commission needs the following additional information as projects are selected, to identify historic properties, such as archeological sites, buildings, structures, objects, or districts, in the project area to determine your project's Area of Potential Effect and the types of historical resources which may be present in your project are a:

1. **A separate cover letter with physical address referenced for the project describing the full scope of work**
2. **High resolution color photographs of all facades of the structure and photographs of surrounding structures**
3. **Site map showing location of subject property**

If architectural historic properties are found within the Area of Potential Effect, additional information will be needed to determine the effect of your project on those properties.

We look forward to further consultation with your office and hope to maintain a partnership that will foster effective historic preservation. Thank you for your cooperation in this federal review process, and for your efforts to preserve the irreplaceable heritage of Texas. **If you have any questions concerning our review or if we can be of further assistance, please contact Charles M. Peveto at 512/463-6008.**

Sincerely,



Charles M. Peveto, Historian
for Mark Wolfe, SHPO



RICK PERRY, GOVERNOR • MATTHEW F. KREISLE, III, CHAIRMAN • MARK WOLFE, EXECUTIVE DIRECTOR
P.O. BOX 12276 • AUSTIN, TEXAS • 78711-2276 • P 512.463.6100 • F 512.475.4872 • www.thc.state.tx.us



Travis County Health and Human Services and Veterans Service

CDBG Program

P.O. Box 1748

Austin, Texas 78767

PH (512) 854-4100 FAX (512) 854-4115

www.co.travis.tx.us/cdbg

RECEIVED

JUL 10 2013

July 10, 2013

History Programs Division

Mr. Charles Peveto
Texas Historical Commission
P.O. Box 12276
Austin, TX 78711-2276

RE: Historic Property Clearance Request for properties less than 45 years old

Dear Mr. Peveto,

This letter is intended to request historic clearance for any property in the Travis County Community Development Block Grant (CDBG) Owner Occupied Home Rehabilitation Program that is less than 45 years old and that meets the criteria described below. The properties, all of which are located in the unincorporated areas of Travis County or the Village of Webberville, will be rehabilitated/repared under the Home Rehabilitation Program.

The Travis County CDBG Owner Occupied Home Rehabilitation Program receives federal funding from the U.S. Department of Housing and Urban Development (HUD) through CDBG Entitlement Funds under Title I of Housing and Community Development Act of 1974, as amended. The purpose of the program is to improve the quality of housing stock in the CDBG service area for low-to-moderate income homeowners by funding minor home repair services in order to improve energy efficiency, physical living conditions, and safety in owner-occupied homes.

Repairs may include painting, plumbing, electrical, AC/furnace, flooring, accessibility modifications (e.g., walk-in showers, wheelchair ramps, etc.); weatherization activities, such as replacing windows, doors, etc.; septic system repairs, replacement, or installation; water connections and/or water well installation; roofing and other exterior repairs, such as painting or replacement of façade; and similar or related repairs as needed.

Many of the properties are manufactured housing (e.g., mobile homes). This minor rehabilitation work is limited to no more than \$24,999 per home, and does not include acquisition, demolition, disposition, nor new construction. Ground disturbance, if any, would only be associated with plumbing, septic system, and/or water well repairs or installation on an already developed property.

Our in-house documentation will include verification that the property is less than 45 years old, is not within or directly adjacent to a historic district, and is not listed on the National Register of Historic Places.



Travis County Health and Human Services and Veterans Service

CDBG Program
P.O. Box 1748
Austin, Texas 78767
PH (512) 854-4100 FAX (512) 854-4115
www.co.travis.tx.us/cdbg

We believe that these properties do not meet the definition of a historic property per 36 CFR 800(l)(1)-(2) based on age, style, current condition, and the type of rehabilitation work to be done. Therefore, we ask for a general clearance letter that we can include in our documentation for properties currently under consideration as well as future properties that are less than 45 years old and meet the above conditions. This would help facilitate the ongoing implementation of our Home Rehabilitation Program.

Thank you for your attention to our request. Please contact me if you have any questions or need further information.

Best regards,

A handwritten signature in cursive script, appearing to read "ER".

Elena Rivera
CDBG Planner
Office of the County Executive
Travis County Health and Human Services & Veterans Service
P.O. Box 1748, Austin, TX 78767
P: 512.854.3468 F: 512.279-2197
www.traviscountytexas.gov/cdbg

July 10, 2013

2 | Page

Attachment 2 (to Appendix B)
**Site Specific
Environmental
Determination Worksheet**

Worksheet for Preparing 24 CFR §58.5 Statutory Checklist

Site Specific Environmental Determination Worksheet

Travis County Owner-Occupied Home Rehabilitation Program

[Attach to **Statutory Checklist for Compliance with 24 CFR §58.5 – NEPA Related Federal Laws and Authorities**]

Address: _____

1. §58.5(a) Historical Properties [36 CFR Part 800]

Historic Properties

- a. Does the project include the type of activity that would have the potential to affect historic properties such as acquisition, demolition, disposition, ground disturbance, new construction or rehabilitation?

Yes No

If Yes, continue.

If No, the project is not the type of activity that has the potential to affect historic properties. Compliance with this section is complete. Mark box “A” on the Statutory Checklist for this authority.

- b. Do the RE and State Historic Preservation Office (SHPO) have a Programmatic Agreement (PA) that does not require consultation for this type of activity?

Yes No

If Yes, document compliance with the PA. Compliance with this section is complete. Mark box “A” on the Statutory Checklist for this authority.

If No, continue.

- c. Is the project located within or directly adjacent to a historic district?

Yes No

- d. Is the structure or surrounding structures listed on or eligible for listing on

the

National Register of Historic Places (e.g. greater than 45 years old)?

Yes No

- e. Were any properties of historical, architectural, religious or cultural significance identified in the project’s Area of Potential Effect (APE)?

Yes No

If Yes any of the questions above, continue.

If No to all of the questions above, the project will not affect historic properties. A concurrence from the SHPO that “no historic properties will be affected” is required. Compliance with this section is complete. Mark box “A” on the Statutory Checklist for this authority.

- f. Have you consulted with the SHPO to determine whether the project will have “No Adverse Effect on Historic Properties?”
 Yes No

If Yes, continue.

If No, consultation with the SHPO is required.

- g. Does the SHPO concurrence letter received for this project require mitigation or have conditions?
 Yes No

If Yes, continue.

If No, compliance with this section is complete. Mark box “A” on the Statutory Checklist for this authority.

- h. Have the SHPO and RE agreed on required mitigation or conditions?
 Yes No

If Yes, include mitigation requirements and/or conditions from the SHPO in the mitigation section of the Statutory Checklist. Mark box “B” on the Statutory Checklist for this authority.

If No, continue with consultation until resolved.

Historic properties of religious and cultural significance to tribes and Native Hawaiian organizations

- i. Does the project include the types of activities such as those listed below that have the potential to affect historic properties of religious and cultural significance to tribes?
- Ground disturbance (digging);
 - New construction in undeveloped natural areas
 - Incongruent visual changes – impairment of the vista or viewshed from an observation point in the natural landscape;
 - Incongruent audible changes – increase in noise levels above an acceptable standard in areas known for their quiet, contemplative experience;
 - Incongruent atmospheric changes – introduction of lights that create skyglow in an area with a dark night sky;
 - Work on a building with significant tribal association;
 - Transfer, lease or sale of a historic property of religious and cultural significance.
- Yes No

If Yes, continue.

If No, tribal consultation is not required.

- j. Does HUD’s Tribal Directory Assessment Tool indicate that tribes have an interest in the location where the project is sited?
(http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/environment/tribal)

Yes No

If Yes, contact federally recognized tribe(s) and invite consultation.

Continue.

If No, document the result in the ERR. Tribal consultation is not required.

k. Did the tribe(s) respond that they want to be a consulting party?

Yes No

If Yes, continue.

If No, (no response within 30 days or responded that they do not wish to consult), document response or lack of response in ERR. Further consultation is not required.

l. After consulting with the tribe(s) and discussing the project, were any properties of religious or cultural significance to the tribe(s) identified in the project's APE?

Yes No

If Yes, continue.

If No, notify tribe(s) and other consulting parties of your finding of "No Historic Properties Affected." Tribe(s) has 30 days to object to a finding.

m. After consulting with the tribe(s), will the project have an adverse effect on properties of religious or cultural significance to the tribe(s)?

Yes No

If Yes, consult with tribe(s) and other consulting parties to resolve adverse effects, including considering alternatives and mitigation measures that would avoid or minimize adverse effects.

If No, notify tribe(s) and other consulting parties of your finding of "No Adverse Effects." Tribe(s) has 30 days to object to a finding.

n. Were any objections to a finding received from a consulting tribe?

Yes No

If Yes, continue with consultation until resolved.

If No, consultation is complete.

Instructions:

Cite and attach source documentation: (Correspondence with SHPO/THPO. How determination of "no potential to cause effects" to historic properties was made.)

Information Resources:

National Register of Historic Places: <http://nrhp.focus.nps.gov/natreghome.do?searchtype=natreghome>

National Conference of State Historic Preservation Officers: <http://ncshpo.org/>

Map of Currently Recognized THPO's: <http://www.nathpo.org/map.html>

HUD Tribal Directory Assessment Tool (TDAT):

http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/environment/tribal

Section 106 Agreements Database:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/environment/section106

2. §58.5(b) (1) Floodplain Management [24 CFR Part 55]

- a. Does the project include minor repairs or improvements on up to four dwelling units that do not meet the thresholds for “substantial improvement” under §55.2(b)(8)?

Yes No

If Yes, compliance with this section is complete. Mark box “A” on the Statutory

Checklist for this authority.

If No, continue.

- b. Is the project located within (or have an impact on) a 100 year floodplain (Zones A or V) identified by FEMA maps?

Yes No

- c. Does the project involve a “critical action,” per §55.2(b)(2)(i), located within

a

500 year floodplain (Zone B) identified by FEMA maps?

Yes No

If Yes to (b) or (c), follow HUD’s Floodplain Management Regulations 8-Step decision-making process of §55.20 to comply with 24 CFR Part 55. The 8-Step decision-making process must show that there are no practicable alternatives to locating the project in the floodplain, and if there are no alternatives, define measures to mitigate impacts to floodplains and location of the project in the floodplain. Completion of the 8-Step decision-making process must be completed before the completion of an EA per §55.10(a). See Attachment 1 for an example of the 8-Step decision-making process. The findings of the decision-making process must be included in the ERR and summarized in Part 55 and Part 58 public notices. Mark box “B” on the Statutory Checklist for this authority.

If No to (b) and (c), compliance with this section is complete. Mark box “A” on the Statutory Checklist for this authority.

Instructions:

Cite and attach source documentation: (FEMA flood map used to make this finding with the project location marked on the map. Include the community name, map panel number and date of map. As applicable, §55.20 8-Step decision-making process analysis. If FEMA has not published the appropriate flood map, the RE must make a finding based on best available data.)

For more information see: FEMA Map Service Center: <http://www.store.msc.fema.gov>

12. §58.5(i) (1) Airport Hazards [24 CFR 51D]

- a. Will the project use HUD assistance, subsidy or insurance for construction; land development; community development or redevelopment; substantial modernization and rehabilitation which

prolongs the physical or economic life of existing facilities; provide facilities and services which make land available for construction; change the use of a facility; increase the density or number of people at the site?

Yes No

If **Yes**, continue.

If **No**, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.

- b.** Is the property within 2,500 feet of a civilian airport, the Runway Clear Zone (RCZ)?

Yes No

- c.** Is the project is within 15,000 feet of a military airfield, the Clear Zone (CZ)

or

Accident Potential Zone (APZ)?

Yes No

If **Yes** to either of the above questions, request a written finding from the airport operator stating whether or not the project is located in a RCZ, CZ or APZ. Continue.

If **No** to both of the above questions, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.

- d.** If the project is within 15,000 feet of a military airfield or within 2,500 feet of a civilian airport, did your written confirmation from the airport operator confirm that the project is located in a RCZ, CZ or APZ?

Yes No

If **Yes**, continue.

If **No**, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.

- e.** If the project is located in a military airfield APZ, is the project consistent with the Land Use Compatibility Guidelines for Accident Potential Zones (32 CFR Part 256, DOD Instruction 4165.57).

Yes No

If **Yes**, attach copy of written assurance from airport operator. Mark box "B" on the Statutory Checklist for this authority.

If **No**, HUD funds may not be used for this project.

- f.** If the project is in a RCZ/CZ will the project be frequently used or occupied by people?

Yes No

If **Yes**, HUD funds may not be used for this project.

If **No**, continue.

- g.** If the project will not frequently be used by people, has the airport operator provided a written statement that there are no plans to purchase the land involved with such facilities as part of an RCZ/CZ acquisition program?
 Yes No

If Yes, attach copy of written assurance from airport operator. Mark box "B" on the Statutory Checklist for this authority.

If No, HUD funds may not be used for this project.

Instructions:

Cite and attach source documentation: (Map with project location noted showing the distance from civilian airports and/or military airfields. Written confirmation from airport operating stating whether or not project is located in a RCZ, CZ or APZ. Written assurance from airport operator on purchase of property.)

For further information see:

Airport Information: <http://www.airnav.com/airports/>

HUD Airport Hazards Q&A:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/environment/review/qa/airport

13. §58.5(i) (2) Contamination and Toxic Substances

- a.** Is the property located within the search distances of any of the types of environmental contamination sources?

Standard Environmental Record Sources	Approximate Minimum Search Distance (mi)	Yes	No
Federal NPL Site List	1		
Federal Delisted NPL Site List	0.5		
Federal CERCLIS List	0.5		
Federal CERCLIS NFRAP Site List	0.5		
Federal RCRA CORRACTS Facilities List	1		
Federal RCRA Non-CORRACTS TSD Facilities List	0.5		
Federal RCRA Generators List	Property/Adjoining Properties		
Federal Institutional Control/Engineering Control Registries	Property Only		
Federal ERNS List	Property Only		
<u>Per guidance from HUD (David Rios/San Antonio office), the State/Tribal requirements below do not apply to Single Family Owner-Occupied Rehab Programs.</u>			
State- and Tribal-Equivalent NPL	1		
State- and Tribal-Equivalent CERCLIS	0.5		
State and Tribal Landfill and/or Solid Waste Disposal	0.5		

Standard Environmental Record Sources	Approximate Minimum Search Distance (mi)	Yes	No
Site Lists			
State and Tribal Leaking Storage Tank Lists	0.5		
State and Tribal Registered Storage Tank Lists	Property/Adjoining Properties		
State and Tribal Institutional Control/Engineering Control Registries	Property Only		
State and Tribal Voluntary Cleanup Sites	0.5		
State and Tribal Brownfield Sites	0.5		

b. Did a visual inspection of the site show the following?

	Yes	No
Distressed vegetation		
Vent or Fill Pipes		
Storage Oil Tanks or Questionable Containers		
Pits, Ponds or Lagoons		
Stained Soil or Pavement (other than water stains)		
Pungent, Foul or Noxious Odors		
Dumped Material or Soil, Mounds of Dirt, Rubble, Fill, etc.		

c. Has the property ever been used for any of the following types of uses?

	Yes	No		Yes	No
Gas Station			Vehicle Repair Shop		
Car Dealership			Auto Garage		
Depot			Commercial Printing Facility		
Industrial or commercial warehouses			Dry Cleaners		
Photo Developing Laboratory			Hospital		
Junkyard or landfill			Agricultural/Farming Operations		
Tannery			Livestock Operations		

d. Does the project have an underground storage tank other than a residential fuel tank, or known or suspected to be contaminated by toxic chemicals or radioactive materials?

Yes No

e. Is the project site near an industry disposing of chemicals or hazardous wastes?

Yes No

If No to all of the above, compliance with this section is complete. Mark box "A" on the Statutory Checklist for this authority.

If Yes to any of the above, a qualified environmental professional must undertake investigations necessary to ensure that the project is free of hazardous materials, contamination, toxic chemicals and gases, and radioactive substances such that there is no hazard which could affect the health and safety of occupants or conflict with the intended utilization of the property. Continue.

f. Could nearby toxic, hazardous or radioactive substances affect the health and safety of project occupants or conflict with the intended use of the property?

Yes No

to be g. Are there unresolved concerns that could lead to the RE being determined a Potentially Responsible Party (PRP)?

Yes No

If Yes, continue.

If No, provide written documentation from a qualified environmental professional which documents that identified potential sources of contamination does not pose a hazard which would restrict the intended uses of the property or to the occupants.

h. Was an ASTM Phase I Environmental Site Assessment (ESA) report completed for this project? (Note: HUD regulations do not require an ASTM Phase I ESA report for single family homes of 1-4 units. An ASTM Phase I ESA report is required for multifamily (5 or more units) and/or Non-residential properties.)

Yes No

i. Did the ASTM Phase I ESA or other documentation uncover any Recognized Environmental Conditions (RECs) or recommend a Phase II, special/specific Phase II, or recommend Phase III environmental site assessments?

Yes No

If Yes, continue.

If No, compliance with this section is complete. Mark box “A” on the Statutory Checklist for this authority.

- j.** Do ESAs or other documentation conclude that nearby toxic, hazardous or radioactive substances could affect the health and safety of project occupants or conflict with the intended use of the property?
Yes No

If Yes, continue below.

If No, compliance with this section is complete. Mark box “A” on the Statutory Checklist for this authority.

- k.** Did any of the ESA reports or other documentation identify the need to mitigate the environmental condition by removing, stabilizing or encapsulating the toxic substances in accordance with the requirements of the appropriate Federal, state or local oversight agency?
Yes No

If Yes, continue.

If No, compliance with this section is complete. Mark box “A” on the Statutory Checklist for this authority.

- l.** Can all adverse environmental conditions identified in any of the ESAs or other documentation be mitigated?
Yes No

If Yes, compliance with this section is complete. List specific remedial actions or mitigations in the mitigation section of the Statutory Checklist, according to the requirements of the appropriate Federal, state, or local oversight agency. Mark box “B” on the Statutory Checklist for this authority.

If No, HUD cannot provide assistance for the project at this site.

Instructions:

Cite and attach source documentation: (Maps showing project distance to contaminated sites.

Phase I (ASTM) Report. All ESAs and mitigation plans performed for this project.)

For additional information see:

HUD Information on Hazardous, Toxic or Radioactive Substances

http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/environment/review/hazardous

EPA Envirofacts Data: <http://www.epa.gov/enviro/>

EPA Toxic Release Inventory (TRI): http://www.epa.gov/enviro/html/toxic_releases.html

EPA Maps: <http://www.epa.gov/emefdata/em4ef.home>

EPA CERCLIS/NPL – Superfund database: <http://www.epa.gov/superfund/sites/query/basic.htm>

ATSDR “ToxFAQs” summaries about hazardous substances: <http://www.atsdr.cdc.gov/toxfaqs/index.asp>

Right-To-Know Network: <http://www.rtknet.org/>

Summary of Mitigation Measures:

Compliance Checklist for 24 CFR 58.8 must be completed. Please attach and include any mitigation measures not reflected on this worksheet.

Yes **The project is cleared and work may proceed; or**

No **The project is not cleared and work may not proceed for the following reasons:**

Signature of Preparer

Date

Printed Name of Preparer

Signature of the RE Authorized Official

Date

Printed name of the RE Authorized Official

Attachment 3 (to Appendix B)
**Compliance Checklist for
24 CFR §58.6**

Attachment F

NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS

Date of Posting: May 28, 2014

Travis County
502 E. Highland Mall Blvd.
Austin, Texas 78752
512-854-3460

On or after June 9, 2014, Travis County will submit a request to the U.S. Department of Housing and Urban Development (HUD) San Antonio Field Office for the release of Community Development Block Grant (CDBG) Entitlement Funds under Title I of Housing and Community Development Act of 1974, as amended, to undertake the following project:

PROJECT TITLE: Program Year 2013 Travis County CDBG Owner Occupied Home Rehabilitation Program

PURPOSE: To fund minor home repair services for low and moderate income homeowners in order to move homes towards Housing Quality Standards, by seeking to improve the energy efficiency, physical living conditions, and safety in owner-occupied homes.

PROJECT DESCRIPTION: This project will fund minor home repair services for low and moderate income homeowners in the unincorporated areas of Travis County and the Village of Webberville, to move homes towards Housing Quality Standards. The program seeks to improve the energy efficiency, physical living conditions, and safety in owner-occupied homes. A 0% interest, forgivable 5-year loan up to \$24,999 with no required annual or monthly payments is available. Examples of potential improvements include, but are not limited to: foundation repair, roofing, flooring, electrical, plumbing, accessibility modifications, connection of houses to long-term viable sources of water (not part of a stand-alone infrastructure project), weatherization, noise attenuation, septic tank repairs and installation, and related engineering or design for improvements.

LOCATION: Specific homes will be located in the unincorporated areas of Travis County and the Village of Webberville and will be selected as qualified residents apply.

ESTIMATED COST: This project is fully funded by Community Development Block Grant (CDBG) dollars received from the U.S. Department of Housing and Urban Development (HUD) from several grant years. The breakdown in funding by year is as follows:

Grant Number	Grant Year	Dollar Amount
B-10-UC-48-0503	Program Year 2010	\$206,844.70
B-11-UC-48-0503	Program Year 2011	\$33,885.40
B-12-UC-48-0503	Program Year 2012	\$74,841.90

B-13-UC-48-0503	Program Year 2013	\$134,428
TOTAL:		\$450,000

ENVIRONMENTAL REVIEW: The proposed activities are categorically excluded from National Environmental Policy Act (NEPA) requirements under HUD regulations at 24 CFR Part 58.

Travis County has chosen to tier the environmental review of the CDBG Home Rehabilitation program. According to 24 CFR Part 58, a responsible entity may tier its environmental review and assessments to eliminate the repetitive discussions of the same issues at subsequent levels of review. Tiering is appropriate when there is a requirement to evaluate a policy or proposal early in the stages of development or when a site specific analysis of mitigation is not currently feasible and a more narrow or focused analysis is better done at a later date. Due to the nature of the CDBG Home Rehabilitation program, certain aspects of the environmental review can be completed collectively for all the sites or are not applicable, while the remaining areas of environmental review will need to be evaluated at a site-specific level based on their location and site specific conditions. Site specific reviews will contain information on Historic Properties, Floodplain Management, Airport Hazards, and Contamination and Toxic Substances.

An Environmental Review Record (ERR) that documents the environmental determinations for this project is maintained on file at the Travis County Health and Human Services and Veterans Service Office, CDBG Office at 502 E. Highland Mall Blvd, Austin, TX, 78752 and may be examined or copied weekdays (8 am to 5 pm).

PUBLIC COMMENTS

Any individual, group, or agency may submit written comments on the ERR to the Travis County HHS/VS, CDBG Office, P.O. Box 1748, Austin, TX, 78767. All comments received by Friday, June 6, 2014, will be considered by Travis County prior to authorizing submission of a request for release of funds.

ENVIRONMENTAL CERTIFICATION AND RELEASE OF FUNDS

Travis County certifies to HUD that Samuel T. Biscoe in his capacity as County Judge consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. HUD's approval of the certification satisfies its responsibilities under NEPA and related laws and authorities and allows Travis County to use HUD program funds.

OBJECTIONS TO RELEASE OF FUNDS

HUD will accept objections to its release of fund and Travis County's certification for a period of fifteen days following the anticipated submission date or its actual receipt of the request (whichever is later) only if they are on one of the following bases: (a) the certification was not executed by the Certifying Officer of Travis County; (b) Travis County has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR part 58; (c) the grant recipient or other participants in the development process have committed funds, incurred

costs or undertaken activities not authorized by 24 CFR Part 58 before approval of a release of funds by HUD; or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58, Sec. 58.76) and shall be addressed to HUD at H.F. Garcia Federal Building/U.S. Courthouse, 615 E. Houston St., Suite 347, San Antonio, TX 78205. Potential objectors should contact HUD to verify the actual last day of the objection period.

Samuel T. Biscoe
Travis County Judge/Certifying Officer

Attachment G

**Request for Release of Funds
and Certification**

U.S. Department of Housing
and Urban Development
Office of Community Planning
and Development

OMB No. 2506-0087
(exp. 10/31/2014)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s) Travis County	2. HUD/State Identification Number Multiple (see below)	3. Recipient Identification Number (optional) 030908842
4. OMB Catalog Number(s) CFDA No. 14.218	5. Name and address of responsible entity Travis County P.O. Box 1748 Austin, TX 78767	
6. For information about this request, contact (name & phone number) Christy Moffett 512-854-3460		
8. HUD or State Agency and office unit to receive request U.S. Department of Housing and Urban Development San Antonio Field Office Region VI	7. Name and address of recipient (if different than responsible entity)	
The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following		
9. Program Activity(ies)/Project Name(s) PY 13 Travis County CDBG Owner Occupied Home Rehabilitation Program	10. Location (Street address, city, county, State) Various addresses to be determined, all within the unincorporated areas of Travis County, TX and the Village of Webberville, TX	

11. Program Activity/Project Description

The project purpose is to improve the quality of housing stock in the CDBG service area for low to moderate income owner occupied houses.

This project will fund minor home repair services for low and moderate income homeowners in the unincorporated areas of Travis County and the Village of Webberville, to move homes towards Housing Quality Standards. The program seeks to improve the energy efficiency, physical living conditions, and safety in owner-occupied homes. A 0% interest, forgivable 5-year loan up to \$24,999 with no required annual or monthly payments is available. The deferred loan is forgiven at a pro-rata rate of 20% for each year of home ownership. Examples of potential improvements include, but are not limited to: foundation repair, roofing, flooring, electrical, plumbing, accessibility modifications, connection of houses to long-term viable sources of water (not part of a stand-alone infrastructure project), weatherization, noise attenuation, septic tank repairs and installation, and related engineering or design for improvements.

These funds are targeted toward homeowners at or below 80% MFI in the CDBG service area. This project will be administered by a nonprofit, designated as a subrecipient, identified through a formal application. Additionally, some of the allocation will partially fund a CDBG Planner position to complete environmental paperwork, final inspections and sign off, and any other needed project delivery related costs.

Due to space constraints, see attached for the project funding and tiering process.

Part 2. Environmental Certification (to be completed by responsible entity)

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. The responsible entity has assumed responsibility for and complied with and will continue to comply with Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.
4. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did did not require the preparation and dissemination of an environmental impact statement.
5. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
7. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

8. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
9. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity	Title of Certifying Officer Travis County Judge
X	Date signed

Address of Certifying Officer

P.O. Box 1748, Austin, TX, 78767

Part 3. To be completed when the Recipient is not the Responsible Entity

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient	Title of Authorized Officer
X	Date signed

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Additional Project Description Information for HUD Form 7015.15 PY 2013 Travis County CDBG Owner Occupied Home Repair Project

Project Funding

This project is fully funded by Community Development Block Grant dollars received from the U.S. Department of Housing and Urban Development (HUD) from several grant years. The breakdown in funding by year is as follows:

Grant Number	Grant Year	Dollar Amount
B-10-UC-48-0503	Program Year 2010	\$206,844.70
B-11-UC-48-0503	Program Year 2011	\$33,885.40
B-12-UC-48-0503	Program Year 2012	\$74,841.90
B-13-UC-48-0503	Program Year 2013	\$134,428
TOTAL:		\$450,000

Project Location

This project will be provided throughout the CDBG Service area which includes the unincorporated areas of Travis County and the Village of Webberville. At this time, the Program does not have specific homes approved for rehabilitation; therefore, the County is using a tiering strategy for the environmental review.

Tiering Process

This report includes the first tier of a two-part environmental clearance. Travis County has chosen to tier its environmental review of its housing rehabilitation program. According to 24 CFR Part 58, a responsible entity may tier its environmental review and assessments to eliminate the repetitive discussions of the same issues at subsequent levels of review. Due to the nature of this program, specific sites will require additional review based on their location within the CDBG service area. Tiering is appropriate in this case when there is a requirement to evaluate a policy or proposal early in the stages of development or when site specific analysis of mitigation is not currently feasible and a more narrow or focused analysis is better done at a later date.

Tier One

This report clears the following items from any further review for each home to be rehabilitated:

1. 24 CFR 58.35(b)(2) Wetland Protection [24 CFR 55, Executive Order 11990]
2. 58.35(c) Coastal Zone Management [Coastal Zone Management Act sections 307(c) &(d)]
3. 58.35(d) Sole Source Aquifers [40 CFR 149]
4. 58.35(e) Endangered Species [50 CFR 402]
5. 58.35(f) Wild and Scenic Rivers [36 CFR 297]
6. 58.35(g) Air Quality [CFR parts 6,51,93]
7. 58.35(h) Farmland Protection [7 CFR 658]
8. 58.35(i)(1) Explosive and Flammable Operations [24 CFR 51C]
9. 58.35(i)(1) Noise Control and Abatement [24 CFR 51B]
10. 58.5(j) Environmental Justice [Executive Order 12898]

Site Specific Determination

The remaining items will be cleared on a site specific basis once the County knows which potential homes will be repaired. The Site Specific Environmental Determination Worksheet and Checklist as well as the Compliance Checklist for 24 CFR 58.8 will be completed for each address prior to beginning work. The items to be reviewed in this final level of clearance are:

1. 58.5(a) Historic Properties [36 CFR 800]
2. 58.5(b)(1) Floodplain Management [24 CFR 55, Executive Order 119988]
3. 58.5(i)(1) Airport Hazards (Runway Clear Zones and Clear Zones/Accident Potential Zones) [24 CFR 51D]
4. 58.5(i)(2)(i) Contamination and Toxic Substances [24 CFR 58.5 (i)(2)]



Travis County Commissioners Court Agenda Request

Meeting Date: May 27, 2014

Prepared By/Phone Number: Annalynn Cox, 512-854-4234

Elected/Appointed Official/Dept. Head: David Escamilla, County Attorney

Commissioners Court Sponsor:

AGENDA LANGUAGE:

Receive Legal Briefing from County Attorney and take appropriate action regarding the decision from the Court of Appeals to uphold the TCEQ's decision to grant Waste Management of Texas, Inc., a permit to expand its Austin Community Landfill located on Giles Road. (Executive Session pursuant to Gov't Code Ann. 551.071).

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:



Travis County Commissioners Court Agenda Request

Meeting Date: May 27, 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 proposed real property exchange contracts and 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 551.072, 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
Mike Martino	Real Estate Rep.	TNR	(512) 854-7646

Tom Nuckols, esq.	County Attorney's Off.	TNR	(512) 854-9513
Chris Gilmore, esq.	County Attorney's Off.	TNR	(512) 854-9455

SM:GC:gc

3105 - Public Works/ROW- Maha Loop; agenda269



Travis County Commissioners Court Agenda Request

Meeting Date: May 27, 2014

Prepared By/Phone Number: Robert Resnick, Commissioners Court Specialist, 512-854-4722

Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, Travis County Clerk

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: Approve the Commissioners Court Minutes for the Voting Sessions of April 22 & 29 and May 6 & 13, 2014.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:



Minutes for the Travis County Commissioners Court Tuesday, April 22, 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 April 22, 2014, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

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

Public Hearings

1. Receive comments regarding the application for a Texas Mass Gathering Act permit under Chapter 751 of the Texas Government Code from the Electric Company for the Austin Psych Fest and related issues, including but not limited to the following:
 - a. Event: Austin Psych Fest
Place: Carson Creek Ranch
9501 Sherman Road
Austin, TX 78742
Date: May 2, 3 and 4, 2014
from 1:00 p.m. to 1:00 a.m. each day;
 - b. Proposed public safety plan, including reports from:
 - i. Austin/Travis County Health Authority;
 - ii. Travis County Fire Marshal; and
 - iii. Travis County Sheriff;
 - c. Proposed traffic management plan; and
 - d. All related issues. (Action Item #29)

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Gerald Daugherty, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Members of the Court heard from:

Dr. Phil Huang, Medical Director, Austin Travis County Health and Human Services (A-TCHHS)
Hershel Lee, Travis County Fire Marshal
Jason Jewert, Lieutenant, Travis County Sheriff's Office (TCSO)
David Greear, Senior Engineer, Transportation and Natural Resources (TNR)
Scott Davidson, The Electric Company, representing the applicant

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Gerald Daugherty, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

2. Receive comments regarding a plat for recording: Revised plat of Lot 110, Block F, Estates at Wilbarger Creek, Section 3 – (Estates at Wilbarger Creek, Section 3 subdivision) – (Ann Showers Drive – no ETJ – two lots) in Precinct One. (Commissioner Davis) (Action Item #14)

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Ron Davis, Commissioner
SECONDER: Bruce Todd, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Members of the Court heard from:

Anna Bowlin, Division Director, Development Services and Long-Range Planning, Transportation and Natural Resources (TNR)
Joe Arriaga, Senior Planner, TNR
Judy Moody, Travis County resident
Julie Joe, Assistant County Attorney
Ms. Fairchild, Travis County resident
Miriam León Colmenero, Applicant (through interpreter, Jaime Mancillas, Engineering Tech, Senior, TNR)
Fabian Lopez, Applicant (through interpreter, Jaime Mancillas)
Stacey Scheffel, Program Manager, On-site Sewage Facilities, TNR
Michelle Rhodes, Travis County resident
Mary McClain, Travis County resident

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Ron Davis, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

3. Receive comments regarding a request to authorize the filing of an instrument to vacate two five-foot wide public utility easements located along the common lot line of Lots 884 and 885 of Apache Shores, Section 2 in Precinct Three. (Commissioner Daugherty) (Action Item #15)

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Members of the Court heard from:

Anna Bowlin, Division Director, Development Services and Long-Range Planning, TNR

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Citizens Communication

Members of the Court heard from:

Carlos León, Travis County resident
Dr. John Kim, Travis County resident
Gus Peña, Travis County resident

Special Items

4. Consider and take appropriate action on an order concerning outdoor burning in the unincorporated areas of Travis County.

Clerk's Note: The County Judge announced that by taking no action, the prohibition against outdoor burning remains lifted.

RESULT: **DISCUSSED**

Purchasing Office Items

5. Approve contract award with Tyler Technologies, Inc. for Odyssey E-Payment services.

RESULT: **ADDED TO CONSENT**

6. Approve contract awards for water damage remediation, mold damage remediation and decontamination services, IFB No. B1401-005-JE to the two low bidders, Belfor USA Group, Inc. and Servpro of Hyde Park.

RESULT: **ADDED TO CONSENT**

7. Approve contract award for Barkley Meadows Park flood repair project with Smith Construction, Inc.

RESULT: **ADDED TO CONSENT**

8. Consider and take appropriate action on request to authorize Purchasing Agent to issue request for qualifications (RFQ) for professional architectural and engineering services for a new Medical Examiner's Office.

MOTION: Approve Item 8.
RESULT: **APPROVED [4 TO 0]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez

ABSTAIN: Ron Davis

9. Approve sole source exemption and contract award with West, a Thomson Reuters Business, for print publications.

RESULT: **ADDED TO CONSENT**

10. Approve contract award for commissioning services for the 416 West 11th Street Office Building to Goetting and Associates, Inc.

RESULT: **ADDED TO CONSENT**

Health and Human Services Dept. Items

11. Consider and take appropriate action on the second amendment to the interlocal agreement between Travis County Healthcare District, d/b/a Central Health, and Travis County for the cost of services provided by the County Attorney.

RESULT: **PULLED**

Transportation and Natural Resources Dept. Items

12. Consider and take appropriate action on the acceptance of the dedication of the public street and drainage facilities within Avalon, Phase 10 – a subdivision in Precinct One. (Commissioner Davis)

RESULT: **ADDED TO CONSENT**

13. Consider and take appropriate action on the following requests:

- a. A plat for recording Villages of Hidden Lake Phase 6A-1 final plat (final plat – 45 single-family lots on 11.06 acres – Silent Harbor Loop – water and wastewater is provided by the City of Pflugerville); and
- b. A subdivision construction agreement for the public infrastructure in Precinct One. (Commissioner Davis)

RESULT: **ADDED TO CONSENT**

14. Consider and take appropriate action regarding a plat for recording: Revised plat of Lot 110, Block F, Estates at Wilbarger Creek, Section 3 – (Estates at Wilbarger Creek, Section 3 subdivision) – (Ann Showers Drive – no ETJ – two Lots) in Precinct One. (Commissioner Davis)

Judge Biscoe announced that Item 14 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Approve Item 14, based on staff's recommendations.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Ron Davis, Commissioner

SECONDER: Margaret J. Gómez, Commissioner

AYES: Samuel T. Biscoe, Ron Davis, Gerald Daugherty, Margaret J. Gómez

ABSENT: Bruce Todd

15. **Revised language:** Consider and take appropriate action regarding a request to authorize the filing of an instrument to vacate two five-foot wide public utility easements located along the common lot line of Lots 884 and 885 of Apache Shores, **Section 2** in Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

16. Consider and take appropriate action on a request to use savings from 2001 Precinct Three bond projects for construction of intersection improvements at Circle Drive and US Highway 290 West in Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

17. Consider and take appropriate action on a proposed variance from the Travis County Code, Section 82.941 to allow an impoundment and dam within a waterway setback for a single-family residential development at 17649 Hamilton Pool Road in Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

18. Consider and take appropriate action on a request to terminate the Stoney Ridge Phasing Agreement in Precinct Four. (Commissioner Gomez)

RESULT: ADDED TO CONSENT

Planning and Budget Dept. Items

19. Consider and take appropriate action on budget amendments, transfers and discussion items.

RESULT: NOT NEEDED

20. Review and approve annual application to the Automobile Burglary and Theft Prevention Authority to continue the Sheriff's Combined Auto Theft Task Force Program in the Travis County Sheriff's Office.

RESULT: ADDED TO CONSENT

21. Consider and take appropriate action on proposed routine personnel amendments.

RESULT: ADDED TO CONSENT

22. 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 \$1,599,892.53 for the period of April 4 to April 10, 2014.

RESULT: ADDED TO CONSENT

23. Consider and take appropriate action on appointment of Perry Lorenz to the Community Focus Committee for the proposed Civil and Family Court House project.

MOTION: Approve Item 23.
RESULT: **APPROVED [3 TO 0]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Bruce Todd, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty

ABSTAIN: Margaret J. Gómez
ABSENT: Ron Davis

24. Consider and take appropriate action to update Travis County debt policy.

Members of the Court heard from:
Jessica Rio, Budget Director, Planning and Budget Office (PBO)

MOTION: Approve Item 24, as recommended by staff.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Bruce Todd, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSENT: Ron Davis

25. Accept and open bids relating to, and consider and take action on an order authorizing the issuance of \$25,220,000 Travis County, Texas, Unlimited Tax Road Bonds, Series 2014, and matters pertaining thereto.

Items 25, 26, 27, and 28 are associated with one another and were called for concurrent discussion.

Members of the Court heard from:
Ladd Pattillo, Travis County Financial Advisor
Travis Gatlin, Assistant Budget Director, PBO
Glenn Opel, Bond Counsel, Bracewell and Guiliani

MOTION: Approve each of the low bids in Items 25, 26, 27, and 28, and authorize Judge Biscoe to sign the appropriate orders on behalf of the Commissioners Court.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSENT: Ron Davis

26. Accept and open bids relating to, and consider and take action on an order authorizing the issuance of \$15,665,000 Travis County, Texas, Permanent Improvement Bonds, Series 2014 (Limited Tax), and matters pertaining thereto.

Items 25, 26, 27, and 28 are associated with one another and were called for concurrent discussion. Please refer to Item 25 for a summary of the action taken by the Court.

27. Accept and open bids relating to, and consider and take action on an order authorizing the issuance of \$4,950,000 Travis County, Texas, State Highway System Bonds, Series 2014 (Limited Tax), and matters pertaining thereto.

Items 25, 26, 27, and 28 are associated with one another and were called for concurrent discussion. Please refer to Item 25 for a summary of the action taken by the Court.

28. Accept and open bids relating to, and consider and take action on an order authorizing the issuance of an amount not to exceed \$38,990,000 Travis County, Texas, Certificates of Obligation, Series 2014 (Limited Tax), and matters pertaining thereto.

Items 25, 26, 27, and 28 are associated with one another and were called for concurrent discussion. Please refer to Item 25 for a summary of the action taken by the Court.

Other Items

29. Consider and take appropriate action regarding the application for a Texas Mass Gathering Act permit under Chapter 751 of the Texas Government Code from the Electric Company for the Austin Psych Fest and related issues.

MOTION: Approve Item 29.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Bruce Todd, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSENT: Ron Davis

30. Consider and take appropriate action to appoint as alternates, in the event of an absence by Travis County appointee Joe Bain, to the Capital Area Metropolitan Planning Organization Policy Board members of the City Council or Council Elect of the City of Lakeway, as follows: Mayor David Deome, Mayor Pro Tem David Taylor, Council Member Phil Brown, Council Member Jim Powell, Council Member Elect Sandy Cox and Council Member Elect Dwight Haley. (Commissioner Daugherty)

RESULT: **ADDED TO CONSENT**

Executive Session Items

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

Note 1: Gov't Code Ann 551.071, Consultation with Attorney

Note 2: Gov't Code Ann 551.072, Real Property

Note 3: Gov't Code Ann 551.074, Personnel Matters

Note 4: Gov't Code Ann 551.076, Security

Note 5: Gov't Code Ann 551.087, Economic Development Negotiations

31. Consider and take appropriate action regarding the lease agreement with Murphy's Deli Franchising, Inc., for space on the first floor of the 700 Lavaca Building.^{1 and 2}

Judge Biscoe announced that Item 31 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

MOTION: Accept the counter offer from Murphy's and grant the option to renew.
RESULT: **APPROVED [3 TO 1]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Margaret J. Gómez
NAYS: Gerald Daugherty
ABSENT: Bruce Todd

32. Consider and take appropriate action on the purchase of property in Precinct Four in connection with the buyout program for the Halloween floods.²

Judge Biscoe announced that Item 32 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

MOTION: Reject the counter offer of \$400,000.00 and re-urge the best and final offer in the amount of \$360,000.00.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Samuel T. Biscoe, Judge
AYES: Samuel T. Biscoe, Ron Davis, Gerald Daugherty, Margaret J. Gómez
ABSENT: Bruce Todd

33. Consider and take appropriate action concerning the settlement offer regarding payment for Star Flight services rendered to David Lopez.¹

Judge Biscoe announced that Item 33 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Accept the settlement offer in the amount of \$5,115.90.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Gerald Daugherty, Margaret J. Gómez
ABSENT: Bruce Todd

34. Consider and take appropriate action concerning the offer to settle Travis County's Workers Compensation lien on the claims of Carl League; Subrogation.¹

Judge Biscoe announced that Item 34 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Follow the law and reduce the lien, which is in the amount of \$53,498.79, by one-third, which is \$17,832.93; plus one-third of the expenses, in the amount of \$861.54; so the resulting lien is \$34,804.32.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Gerald Daugherty, Margaret J. Gómez
ABSENT: Bruce Todd

Consent Items

- C1. Receive bids from County Purchasing Agent.
- C2. Approve payment of claims and authorize County Treasurer to invest County funds.
- C3. Approve setting a public hearing on Tuesday, May 13, 2014 to receive comments regarding a plat for recording: Ridge at Slaughter Final Plat (a resubdivision of Stone Creek Ranch Section One, Block 1, Lot A) – one total Lot – Slaughter Lane – City of Austin ETJ in Precinct Four. (Commissioner Gomez)

MOTION: Approve Consent Items C1–C3 and Agenda Items 5, 6, 7, 9, 10, 12, 13.a–b, 15, 16, 17, 18, 20, 21, 22, 30, A1.a–b, and A2.
RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Gerald Daugherty, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Added Items

A1. Consider and take appropriate action on the following:

- a. A plat for recording Stoney Ridge, Phase C, Section 1, final plat – (Stoney Ridge, Phase C, Section 1) – (Heine Farm Road – City of Austin 2-Mile ETJ – total lots: 72 lots. 71 single family and 1 substation); and
- b. Subdivision construction agreement between Travis County and SR Development, Inc. in Precinct Four. (Commissioner Gomez)

RESULT: ADDED TO CONSENT

A2. Consider and take appropriate action on an agreement with Partners of the Americas to host a legislative fellow in the Intergovernmental Relations Office during the month of May, 2014.

Members of the Court heard from:

Deece Eckstein, Intergovernmental Relations Officer, Intergovernmental Relations (IGR)

RESULT: ADDED TO CONSENT

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Minutes for the Travis County Commissioners Court Tuesday, April 29, 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 April 29, 2014, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

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

Citizens Communication

Members of the Court heard from:
Carlos León, Travis County resident
Gus Peña, Travis County resident
Dr. John Kim, Travis County resident
Leola Canada, Travis County resident

Special Items

1. Consider and take appropriate action on an order concerning outdoor burning in the unincorporated areas of Travis County.

Members of the Court heard from:
Hershel Lee, Travis County Fire Marshal

MOTION: Impose a new burn ban, effective immediately, until May 29, 2014, unless indicated otherwise by the Commissioners Court.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Margaret J. Gómez, Commissioner

SECONDER: Samuel T. Biscoe, Judge

AYES: Samuel T. Biscoe, Ron Davis, Gerald Daugherty, Margaret J. Gómez

ABSENT: Bruce Todd

Resolutions and Proclamations

2. Approve proclamation recognizing 152nd anniversary of Cinco de Mayo, the Battle of Puebla, in Travis County. (Commissioner Gómez)

MOTION: Approve the proclamation in Item 2.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Gerald Daugherty, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Gerald Daugherty, Margaret J. Gómez
ABSENT: Bruce Todd

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

Members of the Court heard from:

Debbie Maynor, Director, Human Resources Management Department (HRMD)
Dr. John Kim, Travis County resident

MOTION: Approve the proclamation in Item 3.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Gerald Daugherty, Margaret J. Gómez
ABSENT: Bruce Todd

Planning and Budget Dept. Items

4. Consider and take appropriate action on budget amendments, transfers and discussion items.

RESULT: **ADDED TO CONSENT**

5. 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; and
- b. Contract amendment with the Texas Department of Agriculture to update the personnel associated with the Breakfast/Lunch Program in the Juvenile Probation Department.

RESULT: **ADDED TO CONSENT**

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

- a. Proposed routine personnel amendments; and
- b. Non-routine request from Constable, Precinct Four Office for a variance to the Travis County Code Chapter 10.0295, Peace Officer Pay Scale.

RESULT: **ADDED TO CONSENT**

7. 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.

RESULT: **ADDED TO CONSENT**

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

Clerk's Note: Judge Biscoe noted that the license agreement will expire on July 31, 2014 because construction will start on the new building at 416 W. 11th St. at that time.

RESULT: ADDED TO CONSENT

9. Consider and take appropriate action on request from the Central Texas Regional Mobility Authority to use the Travis County Commissioners Court Room located at 700 Lavaca Street on May 1, 2014 from 10:00 a.m. to 12:00 noon for the Maha Loop/Elroy Road (Phase 1) construction contract pre-bid meeting. (Commissioner Gómez)

RESULT: ADDED TO CONSENT

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

RESULT: ADDED TO CONSENT

Justice and Public Safety Items

11. Consider and take appropriate action on resolution approving the issuance of Limited Tax Refunding Bonds by Travis County Emergency Services District Number Nine. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

12. **At 10:30 a.m.** Receive annual report and presentation on Travis County's Workforce Development Program from the Criminal Justice Planning Department.

Members of the Court heard from:

Roger Jefferies, County Executive, Justice and Public Safety (JPS)

Sandra Trevino, Ex-Offender Workforce Development Program, Criminal Justice Planning (CJP)

Gumicindo_Ruiz, Participant, Workforce Development Program

Kris Nilsen, Staffing and Organizational Services, HRMD

RESULT: DISCUSSED

Purchasing Office Items

13. Approve modification of contract and settlement agreement and mutual release arising out of the forest assessment of Travis County parks with Davey Resource Group.

RESULT: ADDED TO CONSENT

14. Approve Modification No. 13 to Contract No. 4400000762 (H.T.E. Contract No. PS090255LC), Labyrinth Solutions, Inc. (LSI) for BEFIT implementation services.

RESULT: POSTPONED

Reset for: 5/6/2014

Transportation and Natural Resources Dept. Items

15. 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. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

16. Consider and take appropriate action on the following:
- 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 Travis County and WS-COS Development, LLC in Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

17. 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. (Commissioner Davis)

RESULT: ADDED TO CONSENT

18. Consider and take appropriate action on a request to approve Amendment Number Two to participation agreement with Club Deal 120 Whisper Valley, LP, for the completion of Braker Lane from FM973 to Taylor Lane in Precinct One. (Commissioner Davis)

Members of the Court heard from:

Steve Manilla, County Executive, Transportation and Natural Resources (TNR)

MOTION: Approve Item 18.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Ron Davis, Commissioner

SECONDER: Samuel T. Biscoe, Judge

AYES: Samuel T. Biscoe, Ron Davis, Gerald Daugherty, Margaret J. Gómez

ABSENT: Bruce Todd

19. Consider and take appropriate action on request from Travis-Austin Recovery Group to provide input on its draft recovery plan for the 2013 Onion Creek Halloween flood.

Members of the Court heard from:

Steve Manilla, County Executive, Transportation and Natural Resources (TNR)

Danny Hobby, County Executive, Emergency Services

Lisa Fithian, Travis County resident

Pete Baldwin, Travis County Emergency Management Coordinator
Deborah Britton, Community Services Division Director, Travis County Health and Human
Services & Veterans Service (TCHHS&VS)

RESULT: DISCUSSED

Other Items

20. Receive Fiscal Year 2013 financial audit reports for Emergency Services Districts 4, 9, 12 and 14. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

21. Consider and take appropriate action regarding new election service agreement to conduct elections for Travis County entities.

RESULT: ADDED TO CONSENT

22. 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:

- a. City of Bee Cave;
- b. Village of Briarcliff;
- c. City of Round Rock;
- d. City of Manor;
- e. Village of Webberville
- f. City of West Lake Hills
- g. Eanes ISD;
- h. Lake Travis ISD;
- i. Manor ISD;
- j. Pflugerville ISD;
- k. Round Rock ISD;
- l. Travis County ESD No. 2;
- m. Lakeway MUD;
- n. Pilot Knob MUD No. 2 (Establishing Election); and
- o. Travis County WCID No. 17.

RESULT: ADDED TO CONSENT

Executive Session Items

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

Note 1: Gov't Code Ann 551.071, Consultation with Attorney

Note 2: Gov't Code Ann 551.072, Real Property

Note 3: Gov't Code Ann 551.074, Personnel Matters

Note 4: Gov't Code Ann 551.076, Security

Note 5: Gov't Code Ann 551.087, Economic Development Negotiations

23. 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 and Pearce Lane in Precinct Four. ^{1 and 2}

Judge Biscoe announced that Item 23 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

MOTION: Authorize taking \$20,000.00 from Allocated Reserve to cover expenses related to closing on the acreage needed for this project; and to authorize staff to negotiate with the property owners for acquisition of the approximately 40 acres needed; and to exchange two tracts of land with two separate property owners, in exchange for the 40 acres.

RESULT: **APPROVED [3 TO 0]**

MOVER: Samuel T. Biscoe, Gerald Daugherty

SECONDER: Margaret J. Gómez, Commissioner

AYES: Samuel T. Biscoe, Gerald Daugherty, Margaret J. Gómez

ABSTAIN: Ron Davis

ABSENT: Bruce Todd

24. Consider and take appropriate action concerning the settlement offer regarding payment for Star Flight services rendered to Pablo Campos.

Judge Biscoe announced that Item 24 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Notify the other party, through the County Attorney's Office, that the Court is not accepting the settlement offer and attempt to enter into an agreement with a payment plan, in order to recoup the expenses incurred by Travis County.

RESULT: **APPROVED [3 TO 0]**

MOVER: Gerald Daugherty, Commissioner

SECONDER: Samuel T. Biscoe, Judge

AYES: Samuel T. Biscoe, Ron Davis, Gerald Daugherty

ABSTAIN: Margaret J. Gómez

ABSENT: Bruce Todd

Consent Items

C1. Receive bids from County Purchasing Agent.

C2. Approve payment of claims and authorize County Treasurer to invest County funds.

- C3. 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 in Precinct Three. (Commissioner Daugherty)

MOTION: Approve Consent Items C1–C3 and Agenda Items 4, 5.a–b, 6.a–b, 7, 8, 9, 10, 11, 13, 15.a–c, 16.a–b, 17, 20, 21, 22, A1, and A2.
RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Gerald Daugherty, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Gerald Daugherty, Margaret J. Gómez
ABSENT: Bruce Todd

Added Items

- A1. Consider and take appropriate action on a request from the Austin Police Department to use a Travis County Sheriff's Office trailer for out-of-state travel.

RESULT: **ADDED TO CONSENT**

- A2. Consider and take appropriate action on amendment to the Master Park Lease with the Lower Colorado River Authority to delete 1.685 acres from Sandy Creek Park.

RESULT: **ADDED TO CONSENT**

Public Hearing and Action Item

- A3. Receive comments regarding the pending conveyance of a transmission line easement to the City of Austin on, over and across 7.46 acres of land located within Northeast Metro Park in Precinct Two – for installation, operation and maintenance of high-voltage electrical utility lines by Austin Energy – as set forth under an agreed final judgment in County Court at Law Number One, wherein the subject property is being obtained via condemnation under the Eminent Domain laws of the State of Texas (in accordance with Chapter 26 of the Texas Parks and Wildlife Code). (**Action Item #A4**) (Commissioner Todd)

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Gerald Daugherty, Margaret J. Gómez
ABSENT: Bruce Todd

Members of the Court heard from:
Greg Chico, Right-of-Way Manager, TNR

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Gerald Daugherty, Margaret J. Gómez
ABSENT: Bruce Todd

- A4.** Receive comments regarding the pending conveyance of a transmission line easement to the City of Austin on, over and across 7.46 acres of land located within Northeast Metro Park in Precinct Two – for installation, operation and maintenance of high-voltage electrical utility lines by Austin Energy – as set forth under an agreed final judgment in County Court at Law Number One, wherein the subject property is being obtained via condemnation under the Eminent Domain laws of the State of Texas (in accordance with Chapter 26 of the Texas Parks and Wildlife Code). (Commissioner Todd)

Members of the Court heard from:

Julie Joe, Assistant County Attorney

MOTION: Approve Item A4.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Gerald Daugherty, Margaret J. Gómez
ABSENT: Bruce Todd

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Minutes for the Northwest Travis County Road District No. 3 (Golden Triangle) Tuesday, April 29, 2014 Voting Session

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

Meeting called to order on April 29, 2014, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

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

1. Approve payment of claims and authorize County Treasurer to invest Road District funds.

RESULT: NOT NEEDED

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Minutes for the Travis County Bee Cave Road District No. 1 (Galleria) Tuesday, April 29, 2014 Voting Session

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

Meeting called to order on April 29, 2014, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

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

1. Approve payment of claims and authorize County Treasurer to invest Road District funds.

RESULT: NOT NEEDED

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Minutes for the Travis County Commissioners Court Tuesday, May 6, 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 May 6, 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, Travis County resident
Deece Eckstein, Intergovernmental Relations Officer, Intergovernmental Relations (IGR)
Carina Reyder, Legislative Associate; IGR
Dr. John Kim, Travis County resident
Gus Peña, Travis County resident

Special Items

1. Consider and take appropriate action on an order concerning outdoor burning in the unincorporated areas of Travis County.

Clerk's Note: The County Judge announced that by taking no action, the prohibition against outdoor burning remains in place.

RESULT: DISCUSSED

Resolutions and Proclamations

2. **At 11:30 a.m.** Presentation of certificates of recognition to employees completing 20 years of service.

Members of the Court heard from:
Debbie Maynor, Director, Human Resources Management Department (HRMD)

RESULT: DISCUSSED

3. Approve proclamation in recognition of the work of Lauren Bennett, Program Director for Movability Austin. (Commissioner Todd)

Members of the Court heard from:

Laura Seaton, Executive Assistant, Transportation and Natural Resources (TNR)
Carol Joseph, Assistant Director, TNR
Lauren Bennett, Program Director, Movability Austin

MOTION: Approve the Proclamation in Item 3.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Bruce Todd, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

4. Approve proclamation recognizing the month of May as "National Drug Court Month" and honoring the Travis County Adult Support Courts, including the Drug Diversion, DWI and Veterans Courts.

Members of the Court heard from:

Charles Robinson, Director, Adult Probation, Community Supervision and Corrections Department (CSCD)
Jackson Glass, Social Services Program Administrator; Veterans Court
Sharon Caldwell-Hernandez; Social Services Program Administrator; Pretrial Services
Erin Morgan, Probation Officer, CSCD

MOTION: Approve the Proclamation in Item 4.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Transportation and Natural Resources Dept. Items

5. Consider and take appropriate action on the following:
 - a. A plat for recording: Rocky Creek Ranch Section 3 final plat (long form final plat – 92 total lots – Rocky Creek Boulevard – no ETJ); and
 - b. A subdivision construction agreement between Travis County and R.C. Travis, L.P. in Precinct Three. (Commissioner Daugherty)

RESULT: **ADDED TO CONSENT**

6. Consider and take appropriate action on the following:
 - a. An exemption from platting requirements for the Abbotsbury Village at Twin Creeks condominium project (25 single-family detached units on a 10.01 acre site); and
 - b. A condominium construction agreement in Precinct Three. (Commissioner Daugherty)

RESULT: **ADDED TO CONSENT**

7. Consider and take appropriate action on the dedication of the public street and drainage facilities:
 - a. Sweetwater Ranch, Section One, Village H;

- b. Sweetwater Ranch, Section One, Village H2; and
- c. A proposed license agreement with the Sweetwater Master Community, Inc. for private improvements within the public right-of-way in Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

- 8. Consider and take appropriate action on the acceptance of the dedication of the public street and drainage facilities within Sola Vista, Section Two, a subdivision in Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

- 9. Consider and take appropriate action on a cash security agreement with Highland Homes Ltd. – Austin, for sidewalk fiscal for West Cypress Hills Section 1 for Lot 25, Block 2 in Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

- 10. Consider and take appropriate action on a cash security agreement with Highland Homes Ltd. – Austin, for sidewalk fiscal for West Cypress Hills Section 3A for Lot 3, Block A in Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

- 11. Consider and take appropriate action on a cash security agreement with Gehan Homes Ltd., for sidewalk fiscal for Avalon Phase 7B for Lot 1, Block O in Precinct One. (Commissioner Davis)

RESULT: ADDED TO CONSENT

- 12. Consider and take appropriate action on two cash security agreements with KB Home Lone Star, Inc., for sidewalk fiscal for Presidential Meadows Section 5:

- a. Lot 41 Block H \$756.30; and
- b. Lot 42 Block H \$766.65 in Precinct One. (Commissioner Davis)

RESULT: ADDED TO CONSENT

- 13. Consider and take appropriate action on a request to approve an interlocal cooperation agreement with the City of Austin to accept reimbursement for the relocation of its water line facilities in conflict with the Slaughter Lane-Goodnight roadway construction project in Precinct Four. (Commissioner Gómez)

RESULT: ADDED TO CONSENT

- 14. Consider and take appropriate action on request from Travis-Austin Recovery Group to provide input on its draft recovery plan for the 2013 Onion Creek Halloween flood.

RESULT: POSTPONED

Planning and Budget Dept. Items

15. Consider and take appropriate action on budget amendments, transfers and discussion items.

RESULT: ADDED TO CONSENT

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

- a. New grant application to the Texas Indigent Defense Commission for a new Managed Assigned Counsel Program in the Criminal Courts;

Members of the Court heard from:

Julie Kocurek, Presiding Judge, 390th District Court
Debra Hale, Director, Criminal Courts Administration
Victoria Ramirez, Budget Analyst, Planning and Budget Office (PBO)
Cliff Brown, Presiding Judge, 147th District Court
Maria Emerson, Austin Interfaith
David Wahlberg, Presiding Judge 167th District Court

MOTION: Approve Item 16.a.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Bruce Todd, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

- b. Annual grant application to the Corporation for National and Community Service to continue the Coming of Age Program in the Health and Human Services and Veterans Service Department;
- c. Annual grant application to the Texas Department of Agriculture to Continue the School Lunch/Breakfast Program and USDA School Commodity Program in the Juvenile Probation Department;
- d. Annual contract with the Onestar Foundation to continue the Americorps Program in the Health and Human Services and Veterans Services Department;
- e. 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 (Contract #58140001819); and
- f. 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 (Contract #58130001980).

RESULT: ADDED TO CONSENT

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

- a. Proposed routine personnel amendments; and

RESULT: ADDED TO CONSENT

- b. Non-routine request from Travis County Sheriff's Office for a variance to the Travis County Code, Chapter 10.03008, Promotion.

Members of the Court heard from:

Todd Osburn, Compensation Manager, HRMD

MOTION: Approve Item 17.b.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Bruce Todd, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

- 18. 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 \$2,082,333.51 for the period of April 18 to April 24, 2014.

RESULT: ADDED TO CONSENT

Justice and Public Safety Items

- 19. Consider and take appropriate action on the Texas Homeland Security State Administrative Agency Inventory Certification Form.

RESULT: ADDED TO CONSENT

Purchasing Office Items

- 20. Approve Modification No. 13 to Contract No. 4400000762 (H.T.E. Contract No. PS090255LC), Labyrinth Solutions, Inc. (LSI) for BEFIT implementation services.

RESULT: ADDED TO CONSENT

- 21. Ratify and Approve Modification No. 29 to Contract No. 4400000562 (H.T.E. Contract No. MA960322), Easy Access, Inc., for tax office computer system.

RESULT: ADDED TO CONSENT

- 22. Approve contract award for parking management services, RFS No. 1403-005-ML, to Parking Systems of America.

Members of the Court heard from:

Roger El Khoury, Director, Facilities Management

Cyd Grimes, County Purchasing Agent

MOTION: Approve Item 22.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Margaret J. Gómez
SECONDER: Gerald Daugherty, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

23. Approve contract award for trap rock, grade 5T and 6T, IFB No. 1402-007-RF, to sole bidder, Vulcan Construction Materials LP.

RESULT: ADDED TO CONSENT

24. Approve contract awards for minor construction and renovation services, IFB No. B1402-002-RV, to the qualified low bidders:

- a. QA Construction Services, Inc.; and
- b. AG Construction Management.

RESULT: ADDED TO CONSENT

25. Approve Modification No. 2 to Interlocal No. 4400001018, Austin Travis County Integral Care, for the Child Therapist Supervisor.

RESULT: ADDED TO CONSENT

26. Approve Modification No. 6 to Interlocal Agreement No. 4400000342, Texas A&M Agrilife Extension Service.

Members of the Court heard from:

Sherri Fleming, County Executive, Travis County Health and Human Services & Veterans Service (TCHHS&VS)

RESULT: ADDED TO CONSENT

27. Approve contract award for gasoline and diesel, IFB No. 1402-009-SC to the lowest overall bidder, Pinnacle Petroleum, Inc.

RESULT: ADDED TO CONSENT

Health and Human Services Dept. Items

28. Receive the annual report from Travis County Healthcare District d/b/a Central Health.

Members of the Court heard from:

Patricia Young Brown, President and CEO, Central Health
Christie Garbe, Vice President, Chief Strategy Officer, Central Health

RESULT: DISCUSSED

29. Consider and take appropriate action on the second amendment to the amended and restated interlocal agreement between Travis County Healthcare District d/b/a Central Health, and Travis County.

MOTION: Approve Item 29.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Bruce Todd, Commissioner
SECONDER: Samuel T. Biscoe, Judge
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

30. Receive briefing on the Capital Area Food Bank of Texas Report by Kathy Green, Senior Director of Advocacy and Public Policy.

Members of the Court heard from:

Kathy Green, Senior Director of Advocacy and Public Policy, Capital Area Food Bank

Clerk's Note: The Court noted that those wishing to donate to the Capital Area Food Bank may donate online at www.austinfoodbank.org, or drop off groceries at any Randall's supermarket or the Food Bank facility, 8201 S. Congress Ave., Austin.

RESULT: DISCUSSED

31. Consider and take appropriate action on the following items related to the Program Year 2014-2018 Consolidated Plan and Program Year 2014 Action Plan for the Community Development Block Grant funds available from HUD:

- a. Receive an update on the Program Year 2014-2018 Consolidated Plan;

RESULT: DISCUSSED

- b. Request approval of the Strategic Direction for Program Years 2014- 2018; and
- c. Request approval of the Project Evaluation Criteria for Program Year 2014.

Members of the Court heard from:

Christy Moffett, Social Services Manager, TCHHS&VS

MOTION: Approve Items 31.b and c.

RESULT: APPROVED [4 TO 0]

MOVER: Gerald Daugherty, Commissioner

SECONDER: Bruce Todd, Commissioner

AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez

ABSTAIN: Ron Davis

Other Items

32. Consider and take appropriate action on request to authorize staff to work with Purchasing Department to procure predevelopment consulting services related to potential new development at North Campus.

Members of the Court heard from:

Andrea Shields, Manager, Travis County Corporations

Cyd Grimes, Purchasing Agent

Mark Gilbert, Strategic Resource Planning, PBO

MOTION: Approve Item 32.

RESULT: APPROVED [UNANIMOUS]

MOVER: Ron Davis, Commissioner

SECONDER: Bruce Todd, Commissioner

AYES: Biscoe, Davis, Todd, Daugherty, Gómez

33. Consider and take appropriate action on the proposed assessment and collection agreements between Travis County and the following entities:
 - a. Southeast Travis County Municipal Utility District No. 1; and
 - b. Southeast Travis County Municipal Utility District No. 2.

RESULT: ADDED TO CONSENT

Executive Session Items

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

Note 1: Gov't Code Ann 551.071, Consultation with Attorney

Note 2: Gov't Code Ann 551.072, Real Property

Note 3: Gov't Code Ann 551.074, Personnel Matters

Note 4: Gov't Code Ann 551.076, Security

Note 5: Gov't Code Ann 551.087, Economic Development Negotiations

34. **Revised language:** Consider and take appropriate action for economic development incentive agreement with Project Blue Horseshoe.⁵

Judge Biscoe announced that Item 34 would be considered in Executive Session pursuant to Gov't. Code Ann 551.087, Economic Development Negotiations.

MOTION: Authorize staff to negotiate further with the requesting entity, with an eye toward coming back to Court Tuesday, May 13, 2014, with something more specific.

RESULT: **APPROVED [3 TO 0]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Gerald Daugherty, Commissioner

AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty

ABSTAIN: Ron Davis, Margaret J. Gómez

Consent Items

- C1. Receive bids from County Purchasing Agent.
- C2. Approve payment of claims and authorize County Treasurer to invest County funds.
- C3. Approve the Commissioners Court Minutes for the Voting Sessions of April 8 and 15, 2014.
- C4. Receive Revenue and Expenditure Reports and other statutorily required reports for the month of March 2014 from the County Auditor's Office.
- C5. Approve setting a public hearing on Tuesday, May 20, 2014, to receive comments regarding a street name change for a private easement from "Old Maids Trail" to "Mermaids Cove" in Precinct Three. (Commissioner Daugherty)

MOTION: Approve Consent Items C1–C5 and Agenda Items 5.a–b, 6.a–b, 7.a–c, 8, 9, 10, 11, 12.a–b, 13, 15, 16.b–f, 17.a, 18, 19, 20, 21, 23, 24.a–b, 25, 26, 27, 33.a–b, A1.
RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Added Items

- A1. Approve setting a public hearing on Tuesday, May 27, 2014, to receive comments regarding a request to authorize the filing of an instrument to vacate a 15-foot wide drainage easement with its centerline located along the common lot line of Lots 1 and 2 of Wells Branch, Phase N in Precinct Two. (Commissioner Todd)

RESULT: **ADDED TO CONSENT**

- A2. Approve proclamation in recognition of Salvation Army's 125th anniversary and the organization's work in Texas and Travis County.

Members of the Court heard from:

Lt. Colonel Henry Gonzalez, Salvation Army of Austin
Jan Gunter, Director, Communications and Community Relations, Salvation Army of Austin
Lt. Colonel Doris Gonzalez, Salvation Army of Austin

MOTION: Approve the Proclamation in Item A2.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

- A3. Receive briefing and take appropriate action on recommendation to change the County's payroll cycle from semi-monthly to bi-weekly.

Members of the Court heard from:

Nicki Riley, Travis County Auditor
Steve McBride, Travis County Sheriff's Officer's Association (TCSOA)
Jessica Rio, Budget Director, PBO
Leroy Nellis, Budget Director Succession, PBO

MOTION: Direct staff to move forward with the recommendation and hold a public hearing next week, May 13, 2014. Staff would report back to the Court after the hearings and a decision would be made the following Tuesday, May 20, 2014.
MOVER: Bruce Todd, Commissioner
SECONDER: Ron Davis, Commissioner

SUBSTITUTE

MOTION: At the cost proposed, the Court will not pursue a bi-weekly pay cycle, but to ask staff to look for more creative ways to achieve the same result at less cost.

MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner

Clerk's Note: The Court first voted on whether to vote on the Substitute Motion before the Original Motion.

RESULT: **APPROVED [3 TO 2]**
AYES: Samuel T. Biscoe, Gerald Daugherty, Margaret J. Gómez
NAYS: Ron Davis, Bruce Todd

Clerk's Note: The Court then voted on the Substitute Motion.

RESULT: **APPROVED [3 TO 2]**
AYES: Samuel T. Biscoe, Gerald Daugherty, Margaret J. Gómez
NAYS: Ron Davis, Bruce Todd

Clerk's Note: The Court took no action on the Original Motion.

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Minutes for the Travis County Commissioners Court Tuesday, May 13, 2014 Voting Session and Reconvened on May 14, 2014.

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 May 13, 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

Clerk's Note: The Voting Session of May 13, 2014 was recessed and was reconvened on Wednesday, May 14, 2014 at 9:46 am to further consider Item 33. The Court record notes that Commissioners Davis and Gómez were absent for the reconvened Voting Session on May 14 – no action on Item 33 was taken and the reconvened Voting Session was then adjourned.

Public Hearings

1. Receive comments regarding a request for a total plat cancellation of the Belvedere Phase III revised plat of Lots 83 and 84, Block D in Precinct Three. (Commissioner Daugherty) (Action Item #6)

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Members of the Court heard from:
Steve Manilla, County Executive, Transportation and Natural Resources (TNR)

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

2. Receive comments regarding a plat for recording: Ridge at Slaughter final plat (a resubdivision of Stone Creek Ranch Section One Lot 1 Block A) – one total lot – Slaughter Lane – City of Austin ETJ in Precinct Four. (Commissioner Gómez) (Action Item #7)

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Gerald Daugherty, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Members of the Court heard from:
Steve Manilla, County Executive, TNR

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Gerald Daugherty, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Citizens Communication

Members of the Court heard from:
Carlos León, Travis County resident
Dr. John Kim, Travis County resident
Gus Peña, Travis County resident

Special Items

3. Consider and take appropriate action on an order concerning outdoor burning in the unincorporated areas of Travis County.

Members of the Court heard from:
Hershel Lee, Travis County Fire Marshal

MOTION: Approve the Fire Marshal's recommendation to lift the burn ban.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Resolutions and Proclamations

4. Approve proclamation declaring June 28, 2014 as “El Barrio Veteran’s Parade Day” in Travis County. (Commissioner Gómez)

Members of the Court heard from:
Gavino Fernandez, Director, District 12, League of United Latin American Citizens (LULAC)
Rick Perez, Parade Grand Marshal
Rick Luna, Travis County resident

MOTION: Approve the proclamation in Item 4.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Samuel T. Biscoe, Judge
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

5. Approve proclamation declaring May 13, 2014 as “Historically Underutilized Business Program (HUB) 20-Year Anniversary Celebration Day” in Austin/Travis County.

Members of the Court heard from:

Cyd Grimes, Travis County Purchasing Agent
Sylvia Lopez, Program Coordinator, HUB Program, Purchasing
Marvin Brice, Assistant Purchasing Agent
Jerome Guerrero, HUB Program Specialist, Purchasing

MOTION: Approve the proclamation in Item 5.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Transportation and Natural Resources Dept. Items

6. Consider and take appropriate action on a request for a total plat cancellation of the Belvedere Phase III revised plat of Lots 83 and 84, Block D in Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

7. Consider and take appropriate action on the following:
 - a. A plat for recording: Ridge at Slaughter final plat (a resubdivision of Stone Creek Ranch Section One Lot 1 Block A) – one total lot – Slaughter Lane – City of Austin ETJ;
 - b. An exemption from platting requirements for the Ridge at Slaughter Condominium Project – 16 multi-family buildings (56 total units); and
 - c. A condominium phasing agreement with Continental Homes of Texas, L.P. in Precinct Four. (Commissioner Gómez)

RESULT: ADDED TO CONSENT

8. Consider and take appropriate action on the following:
 - a. A plat for recording: Avalon 9B final plat (long form final plat – 47 total Lots – Brean Down Road – City of Pflugerville ETJ); and
 - b. A subdivision construction agreement between Travis County and Castlerock Communities, L.P. in Precinct One. (Commissioner Davis)

RESULT: ADDED TO CONSENT

9. Consider and take appropriate action on the following:
 - a. A plat for recording: Sorento Phase 2 final plat (long form final plat – 76 total Lots – Weiss Lane – City of Pflugerville ETJ); and

- b. A subdivision construction agreement with Sorento Holdings 2012 LLC in Precinct One. (Commissioner Davis)

RESULT: ADDED TO CONSENT

- 10. Consider and take appropriate action on a cash security agreement with Gehan Homes for sidewalk fiscal for the Commons at Rowe Lane Phase 3B for Lot 17, Block M in Precinct One. (Commissioner Davis)

RESULT: ADDED TO CONSENT

- 11. Consider and take appropriate action on three cash security agreements with Gehan Homes, Ltd., for sidewalk fiscal for Avalon Phase 7B:

- a. Lot 44 Block J – \$ 2,337.84;
- b. Lot 7 Block N – \$720.00; and
- c. Lot 8 Block N – \$720.00 in Precinct One. (Commissioner Davis)

RESULT: ADDED TO CONSENT

- 12. Consider and take appropriate action on three cash security agreements with KB Home Lone Star, Inc., for sidewalk fiscal for Presidential Meadows Section 5:

- a. Lot 31 Block H – \$715.05;
- b. Lot 32 Block H – \$750.00; and
- c. Lot 33 Block H – \$750.00 in Precinct One. (Commissioner Davis)

RESULT: ADDED TO CONSENT

- 13. Consider and take appropriate action on a request for a variance to Title 30-2-213 of the Travis County Code, which requires all subdivisions that are proposing any type of residential development to pay parkland fees at the subdivision stage. (Commissioner Davis)

RESULT: ADDED TO CONSENT

- 14. Consider and take appropriate action on a request to approve a participation agreement between Travis County and Wells Branch Commercial Properties Owners Association for the design and construction of improvements to Tandem Boulevard in the Wells Branch subdivision in northern Travis County in Precinct Two. (Commissioner Todd)

RESULT: ADDED TO CONSENT

- 15. Consider and take appropriate action on a cash security agreement with Highland Homes Ltd. – Austin, for sidewalk fiscal for West Cypress Hills Phase 1 Section B for Lot 64, Block B in Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

- 16. Consider and take appropriate action on the Masonwood HP Master Development Plan (910 acres – Hamilton Pool Road – no ETJ) in Precinct Three. (Commissioner Daugherty)

Members of the Court heard from:
Steve Manilla, County Executive, TNR

Michael Hettenhausen, Planner, TNR
Tom Nuckols, Assistant County Attorney
Jeff Howard, Attorney representing the applicant
Teresa Calkins, Senior Engineer, TNR
Tom Weber, Environmental Program Manager, TNR
Dan Ryan, LJ Engineering
Jim Meredith, Masonwood Development
Cyd Grimes, Travis County Purchasing Agent
Lisa Roden, Travis County resident
Karen Lugo, Travis County resident
Peter Golde, Travis County resident
Betty Golde, Travis County resident

MOTION: Approve Item 16.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Bruce Todd, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Planning and Budget Dept. Items

17. Consider and take appropriate action on budget amendments, transfers and discussion items.

Members of the Court heard from:

Jessica Rio, Budget Director, Planning and Budget Office (PBO)

MOTION: Approve Item 17.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

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

- a. Annual application to the US Department of Justice – Bureau of Justice Assistance for the Sheriff's Office to be reimbursed for expenses incurred under the Immigration and Naturalization Act of 1994. The reimbursement term is from July 1, 2012 to June 30, 2013;

MOTION: Approve Item 18.a.
RESULT: **APPROVED [4 TO 1]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Gerald Daugherty, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Gerald Daugherty
NAYS: Margaret J. Gómez

- b. New application to Federal Emergency Management Agency, Department of Homeland Security through Division of Emergency Management, Texas Department of Public Safety for a HMGP DR 4159 Acquisition and Demolition project (Fast Track) Grant in Transportation and Natural Resources Department; and

- c. New application to Federal Emergency Management Agency, Department of Homeland Security Through Division of Emergency Management, Texas Department of Public Safety for a HMGP DR 4159 Acquisition and Demolition Project (Regular Track) Grant in Transportation and Natural Resources Department.

RESULT: ADDED TO CONSENT

- 19. Consider and take appropriate action on proposed routine personnel amendments.

RESULT: ADDED TO CONSENT

- 20. 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 \$839,403.51 for the period of April 25 to May 1, 2014.

RESULT: ADDED TO CONSENT

- 21. Consider and take appropriate action on license agreement to use the "Old County Jail" in the Heman Marion Sweatt Courthouse to shoot a student film on May 14, 2014.

RESULT: ADDED TO CONSENT

- 22. Consider and take appropriate action to confirm the appointment of Melvin Wrenn to the Community Focus Committee for the proposed Civil and Family Courthouse project.

RESULT: ADDED TO CONSENT

Purchasing Office Items

- 23. Approve Modification No. 8 to Contract No. 4400000860, Renea Hicks, for legal services.

RESULT: ADDED TO CONSENT

- 24. Approve contract award for the transport of cadavers, IFB No. 1402-003-CW, to the sole bidder, Sarah Moore d/b/a H. Moore, LLC.

RESULT: ADDED TO CONSENT

- 25. Approve contract award for automotive storage batteries, IFB No. 1403-015-RF, to low bidder, Interstate Batteries

RESULT: ADDED TO CONSENT

- 26. Approve Modification No. 5 to Contract No. 4400001828 (H.T.E. No. 09AE0251JW), Jacobs Engineering Group, Inc., for the Howard Lane Phase II design project.

RESULT: ADDED TO CONSENT

- 27. Approve Modification No. 4 to Contract No. 4400000832 (H.T.E. No. PS110046JW), URS Corporation, for environmental monitoring services for Colorado River Corridor Plan.

MOTION: Approve Item 27.
RESULT: **APPROVED [4 TO 0]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Gerald Daugherty, Commissioner

AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSTAIN: Ron Davis

Other Items

28. Consider and take appropriate action on request to review and approve Media Services produced video representing Travis County during reciprocal trip to Taiwan.

Members of the Court heard from:

Steven Broberg, Director, Records Management and Communications Resources (RMCR)

RESULT: DISCUSSED

29. Consider and take appropriate action on appointment to the Capital Area Regional Transportation Planning Organization (CARTPO).

Clerk's Note: Judge Biscoe noted that the appointee is Victor Gonzalez.

RESULT: ADDED TO CONSENT

Public Hearing and Action Item

30. **At 1:30 p.m.** Receive comments regarding the issuance of Cultural Facility Revenue Bonds by Capital Area Cultural Education Facilities Finance Corporation for the benefit of Austin Habitat for Humanity, Inc. (Action Item #31)

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Members of the Court heard from:

Cliff Blount, General Counsel, Naman, Howell, Smith & Lee, LLP

Matthew King, CFO, Austin Habitat for Humanity

Fiona Mazurenko, Director, Outreach and Communications, Austin Habitat for Humanity

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Bruce Todd, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

31. Consider and take appropriate action to approve a resolution regarding the issuance of Cultural Facility Revenue Bonds by Capital Area Cultural Education Facilities Finance Corporation for the Austin Habitat for Humanity, Inc. project.

MOTION: Approve Item 31.
RESULT: **APPROVED [4 TO 0]**
MOVER: Bruce Todd, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSTAIN: Ron Davis

Executive Session Items

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

Note 1: Gov't Code Ann 551.071, Consultation with Attorney

Note 2: Gov't Code Ann 551.072, Real Property

Note 3: Gov't Code Ann 551.074, Personnel Matters

Note 4: Gov't Code Ann 551.076, Security

Note 5: Gov't Code Ann 551.087, Economic Development Negotiations

32. Consider and take appropriate action on purchase of property in Precinct Four in connection with the buyout program for properties damaged during the October 31, 2013 floods. ^{1 and 2}

Judge Biscoe announced that Item 32 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

MOTION: Authorize County staff to settle the question of reimbursement expenses for the amount of \$5,000.00.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

33. Consider and take appropriate action regarding a license agreement with the Republic of Texas Biker Rally, Inc., for an event at the Travis County Exposition Center. ^{1 and 2}

Judge Biscoe announced that Item 33 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Members of the Court heard from:
Tenley Aldredge, Assistant County Attorney

MOTION: Reject the offer that was last made and delivered to the County Judge's office and counter with the following: Approve the license agreement with R.O.T. with the terms proposed by them in the version signed by them on May 12, 2014 with the following exceptions:

- A) Give R.O.T. a right of refusal, and that they have five business days to exercise it.
- B) In accordance with the Court's discussion in Executive Session, that Travis County accept the additional 8% discount requested by R.O.T, which would make the contract sum \$29,022.00 this year.
- C) Reject Paragraph 5.C as proposed by R.O.T. and replace it with Paragraph 5.B, which is Travis County's original language regarding the right to grant usage of the Expo Center to other licensees during R.O.T.'s setup days and would give R.O.T. the right to object.

RESULT: **APPROVED [4 TO 1]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd, Margaret J. Gómez
NAYS: Gerald Daugherty

RESULT: **DISCUSSED**

34. Receive briefing and consultation with County Attorney in Travis County, et al v. Crazy Horse Land Corporation (Todd Rayer and Theresa Rayer resale deed and Julio Gavancho tax resale deed) and take appropriate action.¹

Judge Biscoe announced that Item 34 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Execute the proposed tax resale deed to Julio Gavancho, who has paid Travis County the sum of \$15,000.00 in cash.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Bruce Todd, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

MOTION: Authorize the County Judge to sign on behalf of the Commissioners Court.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Bruce Todd, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

35. Receive briefing and consultation with County Attorney in Travis County, et al v. Katherine Ann Poteet (Julie Ann Ray resale deed) and take appropriate action.¹

Judge Biscoe announced that Item 35 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Execute the proposed tax resale deed to Julie Ann Ray, who has paid Travis County the sum of \$7,101.00 in cash.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Bruce Todd, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

MOTION: Authorize the County Judge to sign on behalf of the Commissioners Court.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Bruce Todd, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

36. Receive briefing and consultation with County Attorney in Travis County, et al v. Arlan C. Schnell and Shirley Schnell (Patricia R. Grigadeen resale deed) and take appropriate action.¹

Judge Biscoe announced that Item 36 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Execute the proposed tax resale deed to Patricia R. Grigadeen, who has paid Travis County the sum of \$7,300.00 in cash.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Bruce Todd, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

MOTION: Authorize the County Judge to sign on behalf of the Commissioners Court.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Bruce Todd, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

37. Consider and take appropriate action on request for Economic Development Incentive Agreement with Project Blue Horseshoe.⁵

Judge Biscoe announced that Item 37 would be considered in Executive Session pursuant to Gov't. Code Ann 551.087, Economic Development Negotiations.

RESULT: **DISCUSSED**

38. **Item pulled:** Receive briefing on a potential variance to Chapter 64, Travis County Regulations for Floodplain Management for a home located at 8607 Bluff Springs Road.¹

RESULT: **PULLED**

Consent Items

C1. Receive bids from County Purchasing Agent.

C2. Approve payment of claims and authorize County Treasurer to invest County funds.

MOTION: Approve Consent Items C1–C2 and Agenda Items 6, 7.a–c, 8.a–b, 9.a–b, 10, 11.a–c, 12.a–c, 13, 14, 15, 18.b–c, 19, 20, 21, 22, 23, 24, 25, 26, and 29.
RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Samuel T. Biscoe, Judge
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Travis County Commissioners Court Agenda Request

Meeting Date: May 27, 2014

Prepared By/Phone Number: Robert Resnick, Commissioners Court Specialist, 512-854-4722

Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, Travis County Clerk

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: Approve the Commissioners Court Minutes for the Voting Session May 20, 2014.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:



Minutes for the Travis County Commissioners Court Tuesday, May 20, 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 May 20, 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	Absent
Ron Davis	Precinct 1, Commissioner	Absent
Bruce Todd	Precinct 2, Commissioner	Present
Gerald Daugherty	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

Additional Motion and Vote

MOTION: Authorize Commissioner Gómez to sign on the behalf of Judge Biscoe for any of the business that comes before the Court.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Bruce Todd, Commissioner

SECONDER: Gerald Daugherty, Commissioner

AYES: Bruce Todd, Gerald Daugherty, Margaret J. Gómez

ABSENT: Samuel T. Biscoe, Ron Davis

Public Hearings

1. Receive comments regarding recommendations to name the new Travis County District Attorney office building at 416 West 11th Street. (Action Item #24)

MOTION: Open the Public Hearing.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Gerald Daugherty, Commissioner

SECONDER: Bruce Todd, Commissioner

AYES: Bruce Todd, Gerald Daugherty, Margaret J. Gómez

ABSENT: Samuel T. Biscoe, Ron Davis

Members of the Court heard from:

Hon. Frank Maloney, Former Judge, Texas Court of Criminal Appeals
 Gus Peña, Travis County resident
 Rosemary Lehmborg, Travis County District Attorney
 Ken Oden, Former Travis County Attorney
 H. Alan Hill, Attorney

MOTION: Close the Public Hearing.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Gerald Daugherty, Commissioner
SECONDER: Bruce Todd, Commissioner
AYES: Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSENT: Samuel T. Biscoe, Ron Davis

2. 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 in Precinct Three. (Commissioner Daugherty) (Action Item #16)

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Bruce Todd, Commissioner
AYES: Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSENT: Samuel T. Biscoe, Ron Davis

Members of the Court heard from:
Steve Manilla, County Executive, Transportation and Natural Resources (TNR)

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Bruce Todd, Commissioner
AYES: Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSENT: Samuel T. Biscoe, Ron Davis

3. Receive comments regarding a request for a street name change of a private easement from Old Maids Trail to "Mermaids Cove" in Precinct Three. (Commissioner Daugherty) (Action Item #17)

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Bruce Todd, Commissioner
AYES: Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSENT: Samuel T. Biscoe, Ron Davis

Members of the Court heard from:
Steve Manilla, County Executive, TNR

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Bruce Todd, Commissioner
AYES: Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSENT: Samuel T. Biscoe, Ron Davis

Citizens Communication

Members of the Court heard from:
Carlos León, Travis County resident
Dr. John Kim, Travis County resident
Gus Peña, Travis County resident

Special Items

4. Consider and take appropriate action on an order concerning outdoor burning in the unincorporated areas of Travis County.

RESULT: NOT NEEDED

Clerk's Note: Commissioner Gómez announced that by taking no action, the prohibition against outdoor burning remains lifted.

Resolutions and Proclamations

5. Approve resolution recognizing the achievements of the youth, adults and sponsors of River City Youth Foundation. (Commissioner Gómez)

Members of the Court heard from:

Mona Gonzalez, Founder and Executive Director, River City Youth Foundation

MOTION: Approve the Resolution in Item 5.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Gerald Daugherty, Commissioner
AYES: Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSENT: Samuel T. Biscoe, Ron Davis

6. Approve resolution recognizing May 2014 as "Mental Health Month" in Travis County.

Members of the Court heard from:

Christy Kuehn, Social Services Administrator, Travis County Health and Human Services & Veterans Service (TCHHS&VS)
Seanna Crosbie, Co-Chair, Child and Youth Mental Health Planning Partnership, Austin Child Guidance Center
Merily Keller, Recipient; Henry McMahon Children's Advocacy Award

MOTION: Approve the Resolution in Item 6.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Gerald Daugherty, Commissioner
AYES: Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSENT: Samuel T. Biscoe, Ron Davis

7. Approve proclamation recognizing May 2014 as "Older Americans Month" in Travis County.

Members of the Court heard from:

Fred Lugo, Social Services Program Administrator, TCHHS&VS
Sherri Fleming, County Executive, TCHHS&VS

MOTION: Approve the Proclamation in Item 7.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Bruce Todd, Commissioner
AYES: Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSENT: Samuel T. Biscoe, Ron Davis

Purchasing Office Items

8. Approve order exempting the purchase of an Agilent 7697A Headspace Autosampler/7890Bb Gas Chromatograph (HS/GC) System from Agilent Technologies from the competitive procurement process pursuant to Section 262.024(A)(7)(A) of the County Purchasing Act.

RESULT: ADDED TO CONSENT

9. Approve Modification No. 3 to Contract No. 4400000116, RJ Rivera Associates, Inc., for Circle Drive/US 290 intersection improvements design.

RESULT: ADDED TO CONSENT

10. Approve Modification No. 16 to Interlocal Agreement No. 4400000374, Austin Travis County Integral Care for system of care services.

RESULT: ADDED TO CONSENT

11. Approve contract award for disaster pouches/body bags and autopsy gowns, IFB No. 1403-008-CW, to the low bidder, Salam International, Inc.

RESULT: ADDED TO CONSENT

12. Approve contract award for Hunters Bend Road sidewalk improvements project, IFB No. B1401-004-LP, to the lowest bidder, Ceda-Tex Services, Inc.

Clerk's Note: Commissioner Gómez noted that the amount of the contract award is \$118,120.78.

RESULT: ADDED TO CONSENT

13. Approve Interlocal Agreement No. 4400002051, Capital Area Council of Governments (CAPCOG), to provide air quality services.

RESULT: ADDED TO CONSENT

14. Approve Contract No. 4400002007, Erika J. Canales, Ph.D., to provide medical evaluations, assessments and therapy services.

RESULT: ADDED TO CONSENT

15. Approve Modification No. 1 to Contract No. 4400001892, E.O.N.E., Ltd., dba Organics by Gosh for topdressing material.

RESULT: ADDED TO CONSENT

Transportation and Natural Resources Dept. Items

16. Consider and take appropriate action on 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 in Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

17. Consider and take appropriate action on a request for a street name change of a private easement from Old Maids Trail to "Mermaids Cove" in Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

18. Notify the Court regarding the satisfactory completion of the private streets within Sweetwater Ranch Section Two:

- a. Village F1; and
- b. Village F2 in Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

19. Consider and take appropriate action on a request to approve the second amendment to an interlocal cooperation agreement with the City of Austin for the extension of Howard Lane between Cameron Road and SH130 in Precinct One. (Commissioner Davis)

RESULT: ADDED TO CONSENT

Planning and Budget Dept. Items

20. Consider and take appropriate action on budget amendments, transfers and discussion items.

RESULT: NOT NEEDED

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

- a. New contract with the Office of the Governor, Criminal Justice Division, for the Travis County Sheriff's Office to receive resources to host a conference for local high school youth to receive Bystander Intervention Training;
- b. Annual contract with the Capital Area Trauma Advisory Council to receive Texas Department of State Health Services resources for safety equipment and training for the Star Flight Program; and
- c. Amendment to the contract with the Corporation for National and Community Service (through the OneStar Foundation) for Health and Human Services and Veterans Service to deobligate unspent funds from the FY 2014 Award for the Americorps Program.

RESULT: ADDED TO CONSENT

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

- a. Proposed routine personnel amendments;
- b. Non-routine request from Justice of the Peace, Precinct Two office for a variance to the Travis County Code Chapter 10.03002, Salary Adjustment Greater than 10% Above Midpoint; and

- c. Non-routine request from Justice of the Peace, Precinct Five office for a variance to the Travis County Code Chapter 10.03002, Salary Adjustment Greater than 10% Above Midpoint.

RESULT: ADDED TO CONSENT

- 23. Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$1,596,258.02 for the period of May 2 to May 8, 2014.

RESULT: ADDED TO CONSENT

- 24. Consider and take appropriate action regarding recommendations to name the new Travis County District Attorney office building located at 416 West 11th Street.

MOTION: Forward the nominations to the Travis County Historical Commission for review.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Gerald Daugherty, Commissioner

SECONDER: Bruce Todd, Commissioner

AYES: Bruce Todd, Gerald Daugherty, Margaret J. Gómez

ABSENT: Samuel T. Biscoe, Ron Davis

Consent Items

- C1. Receive bids from County Purchasing Agent.
- C2. Approve payment of claims and authorize County Treasurer to invest County funds.
- C3. Approve setting a public hearing on Tuesday, June 3, 2014, to receive comments regarding a request to temporarily close Mowinkle Drive beginning June 11 and continuing through July 3, 2014, or until construction is complete, in Precinct Three. (Commissioner Daugherty)

MOTION: Approve Consent Items C1–C3 and Agenda Items 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18.a–b, 19, 21.a–c, 22.a–c, 23

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Margaret J. Gómez, Commissioner

SECONDER: Gerald Daugherty, Commissioner

AYES: Bruce Todd, Gerald Daugherty, Margaret J. Gómez

ABSENT: Samuel T. Biscoe, Ron Davis

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge

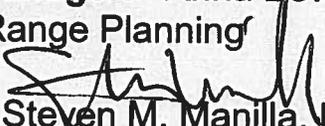


Travis County Commissioners Court Agenda Request Item C4

Meeting Date: May 27, 2014

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

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, July 1, 2014 to receive comments regarding a request for a total plat cancellation of the Revised Plat of Lot 1 Block A Angel Bay Subdivision in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

In 2008, the owners of Lot 1 Block A Angel Bay Subdivision applied through Travis County to resubdivide the one 8.8 acre lot into two lots, located on Thurman Bend Road. This request was approved by Commissioners Court on September 30, 2008, and a resubdivision final plat was recorded with the County Clerk under document number 200800285, which created lots 1A and 1B.

The current owners of lots 1A and 1B, Joseph and Linda Loudon, have applied through Travis County for a total plat cancellation of the Revised Plat of Lot 1 Block A Angel Bay Subdivision. Approval of the total plat cancellation will return lots 1A and 1B back to a single lot (Lot 1 Block A).

STAFF RECOMMENDATIONS:

Travis County staff has reviewed the application, cleared all comments, and recommends the motion.

ISSUES AND OPPORTUNITIES:

As part of the requirements for a plat cancellation, a notice of public hearing sign will be placed on the subject property to announce the date, time, and location of the public hearing.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

ATTACHMENTS/EXHIBITS:

- Precinct map
- Location map

Existing final plat
Proposed final plat

REQUIRED AUTHORIZATIONS:

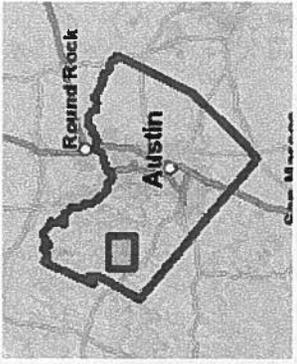
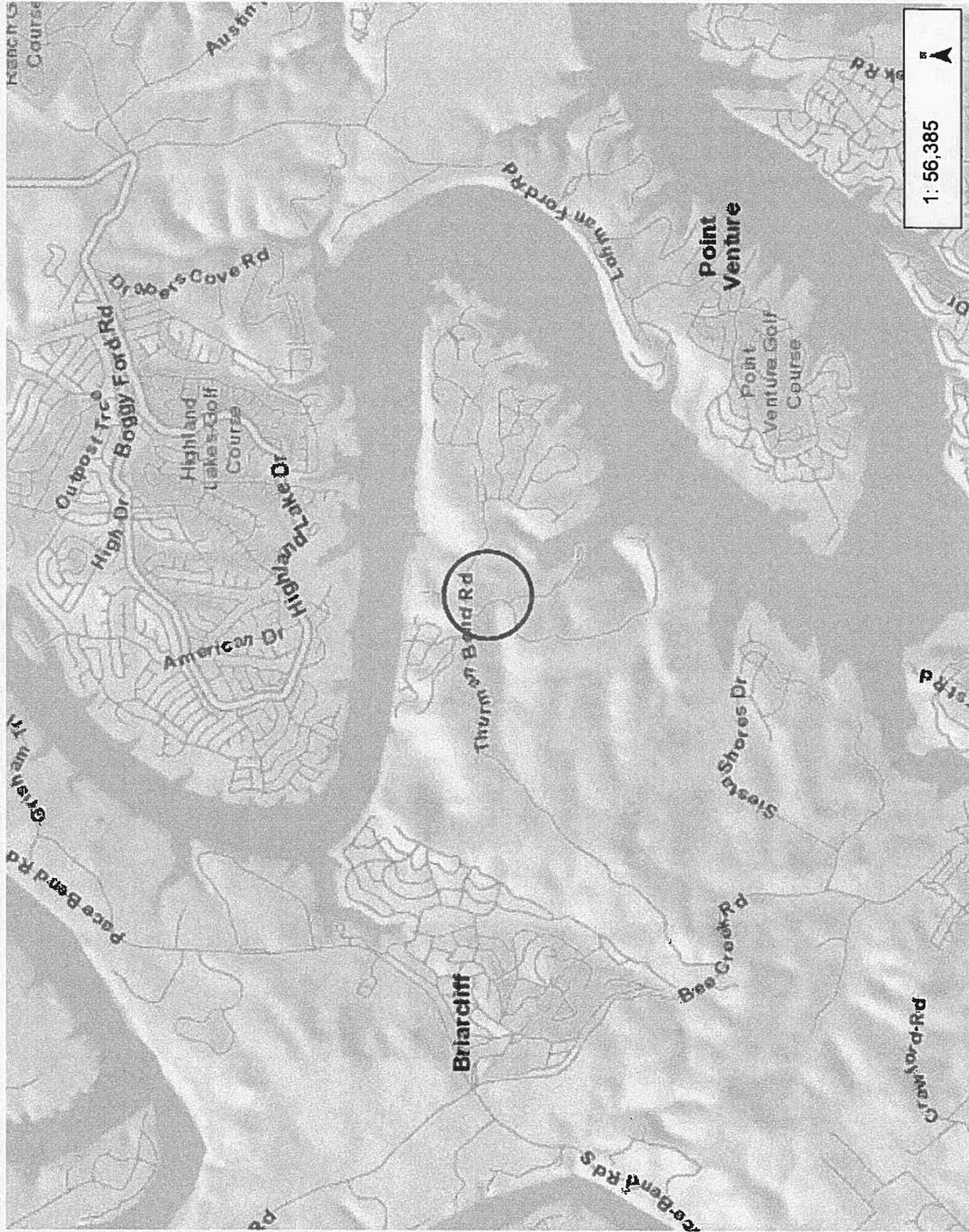
Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429

CC:

SM:AB:mh

1101 - Development Services Long Range Planning - Total plat cancellation of the Revised Plat of Lot 1 Block A Angel Bay Subdivision

PRECINCT MAP



Legend

1: 56,385



1.8 Miles

0.89

0

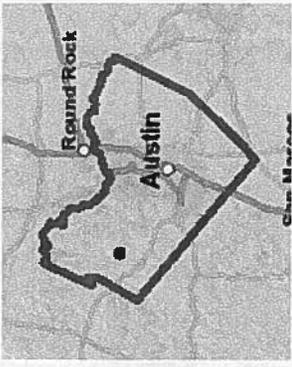
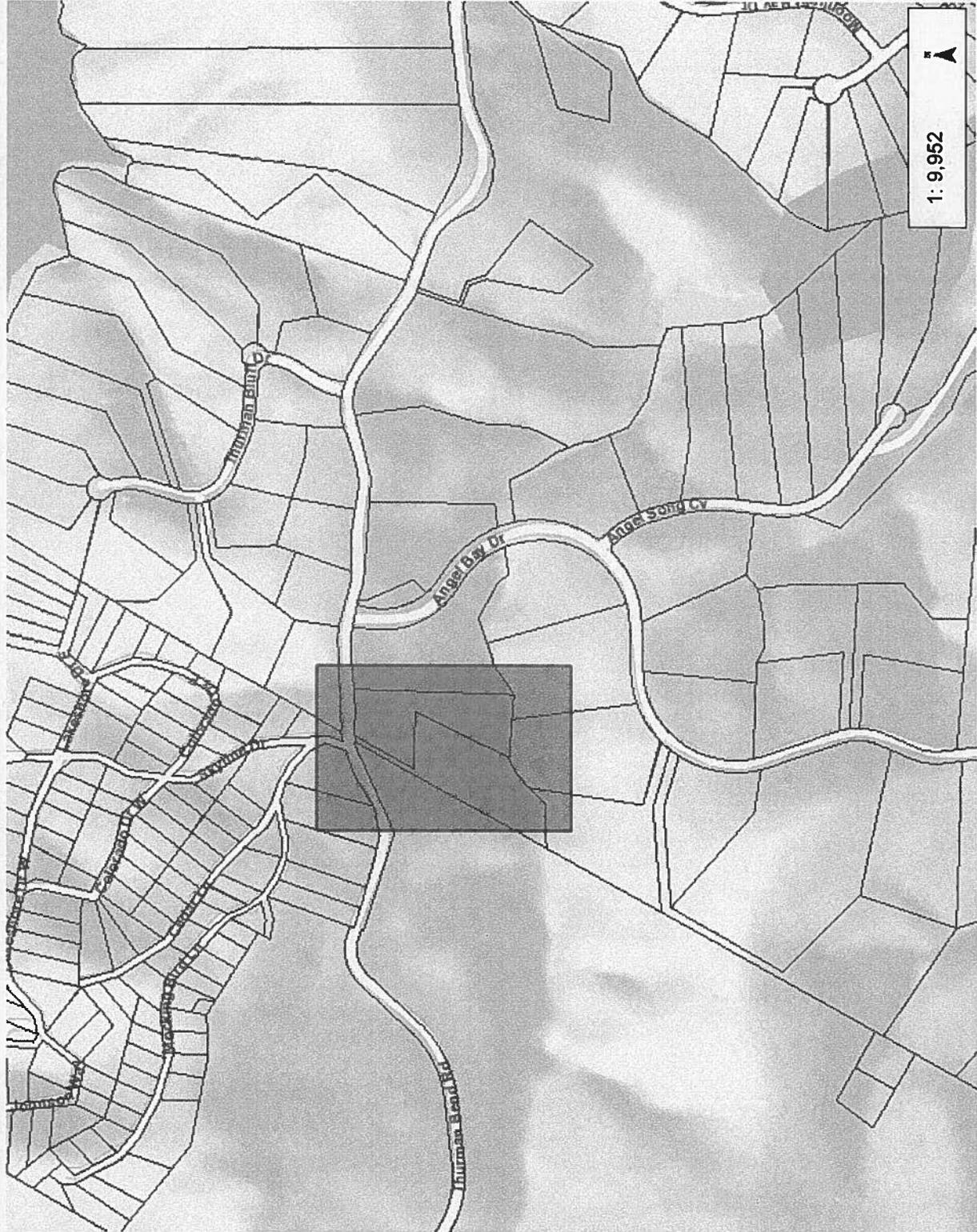
1.8

This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

NOT TO SCALE

LOCATION MAP



Legend

- TCAD Parcel

1: 9,952



0.3 Miles

0.16

0

0.3



Notes

NOT TO SCALE

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

EXISTING PLAT

200800285

REVISED PLAT OF LOT 1 BLOCK A ANGEL BAY

Table with columns: LINE, BEARING, DISTANCE, RECORD LINE, BEARING, DISTANCE. Includes lines L-1, L-2, L-3 and records R-1, R-2.

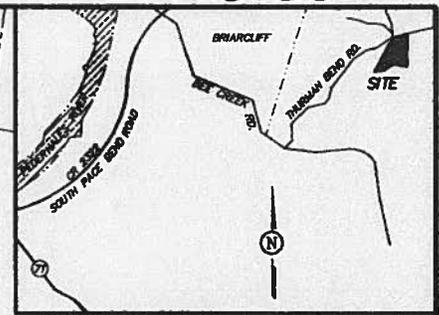
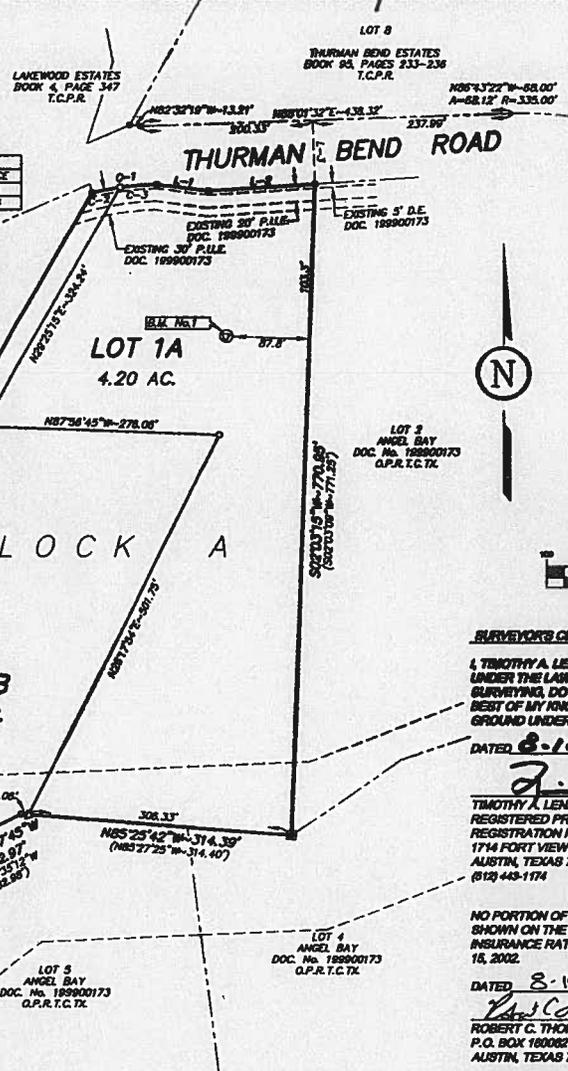
Table with columns: CURVE, DELTA, RADIUS, TANGENT, ARC, CHORD, BEARING. Includes curves C-1, C-2, C-3.

Table with columns: CURVE, DELTA, RADIUS, TANGENT, ARC, CHORD, BEARING. Includes curve C-1.

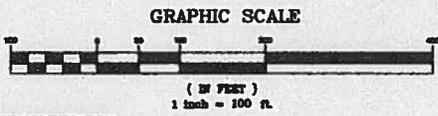
- LEGEND: 1/2" IRON PIN FOUND, IRON ROD FOUND, 1/4" IRON SET W/ CAP, MAIL SET, PUBLIC UTILITY EASEMENT, DRAINAGE EASEMENT, BUILDING LINE, RECORD CALL, T.C.P.R. TRANS COUNTY PLAT RECORDS, O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRANS COUNTY, TEXAS.

(501.01 AC) TRACT 3 LAKE TRAVIS RANCH, LLC DOC. No. 2007005081 O.P.R.T.C.T.

BEATY SEALE & FORWOOD SURVEY No. 42 BASE OF BEATINGS FOR DOC. No. 189900173 (O.P.R.T.C.T.)



LOCATION MAP - NTS table with columns: LOT, USAGE, ACREAGE. Shows Lot 1A (Residential, 4.20), Lot 1B (Residential, 4.63), Total Acreage (8.83), and Total Lots (2).



SURVEYOR'S CERTIFICATION: I, TIMOTHY A. LENZ, A REGISTERED PROFESSIONAL LAND SURVEYOR, AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND WAS PREPARED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION. DATED 8-14-2008. Signature of Timothy A. Lenz. REGISTERED PROFESSIONAL LAND SURVEYOR, REGISTRATION NO. 4389, 1714 FORT VIEW ROAD, SUITE 200, AUSTIN, TEXAS 78704, (512) 443-1174.

NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) #46303-088E, TRAVIS COUNTY, TEXAS, DATED APRIL 15, 2002. DATED 8-14-08. Signature of Robert C. Thompson. ROBERT C. THOMPSON, P.E., P.O. BOX 180082, AUSTIN, TEXAS 78716.

STATE OF TEXAS COUNTY OF TRAVIS I, DANA DEBEAUVOR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE 30th DAY OF September, 2008, 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 30th DAY OF October, 2008. DANA DEBEAUVOR, COUNTY CLERK, TRAVIS COUNTY, TEXAS.

Signature of G. Porter. DEPUTY G. PORTER. THE STATE OF TEXAS COUNTY OF TRAVIS I, DANA DEBEAUVOR, CLERK OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 2nd DAY OF October, 2008, A.D. AT 10:00 O'CLOCK, A.M., AND DULY RECORDED ON THE 2nd DAY OF October, 2008, A.D. AT 10:00 O'CLOCK, A.M., OF SAID COUNTY AND STATE IN DOCUMENT No. 200800285 OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS THE DAY 2nd OF October, 2008, A.D. DANA DEBEAUVOR, COUNTY CLERK, TRAVIS COUNTY, TEXAS. Signature of D. Bartholomew. DEPUTY

STATE OF TEXAS COUNTY OF TRAVIS THAT MICHAEL S. CLARKE AND POLLY C. CLARKE, OWNERS OF LOT 1, BLOCK A, ANGEL BAY, A SUBDIVISION OF RECORD IN DOCUMENT No. 189900173, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, CONVEYED TO US BY DEED OF RECORD RECORDED IN DOCUMENT No. 2004207048, DO HEREBY RESUBDIVIDE SAID LOT IN ACCORDANCE WITH CHAPTER 252.009 OF THE TEXAS LOCAL GOVERNMENT CODE, IN ACCORDANCE WITH ATTACHED PLAT TO BE KNOWN AS: REVISED PLAT OF LOT 1 BLOCK A ANGEL BAY. SUBJECT TO THE COVENANTS AND RESTRICTIONS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE EASEMENTS AS SHOWN HEREON, UNLESS OTHERWISE INDICATED, SUBJECT TO ANY RESTRICTIONS AND EASEMENTS HERETOFORE GRANTED AND NOT RELEASED. Signature of Michael S. Clarke dated 8/15/08 and Polly C. Clarke dated 8/15/08. MICHAEL S. CLARKE, 20311 CORDELL LANE, SPIGEMOOD, TEXAS 78689. POLLY C. CLARKE, 20311 CORDELL LANE, SPIGEMOOD, TEXAS 78689.

STATE OF TEXAS COUNTY OF TRAVIS THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 15th DAY OF August, 2008, A.D. BY MICHAEL S. CLARKE. WITNESS MY HAND AND SEAL OF OFFICE, THIS 15th DAY OF August, 2008, A.D. Signature of Notary Public in and for Austin, Texas. THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 15th DAY OF August, 2008, A.D. BY POLLY C. CLARKE. WITNESS MY HAND AND SEAL OF OFFICE, THIS 15th DAY OF August, 2008, A.D. Signature of Notary Public in and for Austin, Texas.

LENZ & ASSOCIATES, INC. COMPLETE PROFESSIONAL LAND SURVEYING SERVICES (512) 443-1174 1714 FORT VIEW RD., SUITE 200 AUSTIN, TEXAS 78704 SURVEY # 2008-0222 F.B. 840/15 840/51

REVISED PLAT OF LOT 1 BLOCK A ANGEL BAY

COMMISSIONERS COURT NOTES:

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

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

NOTES:

1. BENCHMARK No. 1 - COTTON SPINDLE SET IN 1" PINE OAK. ELEVATION: 787.81
2. A TRAVIS COUNTY SITE DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
3. PRIOR TO CONSTRUCTION ON ANY LOT HABITAT MITIGATION WILL BE REQUIRED. CONTACT THE TRAVIS COUNTY ENVIRONMENTAL SPECIALIST AT 512-854-7216, OR U.S. FISH AND WILDLIFE AT 512-490-0087.
4. WATER SERVICE FOR ALL LOTS IN THIS SUBDIVISION WILL BE PROVIDED BY PRIVATE WELL.
5. WASTEWATER WILL BE PROVIDED BY ON SITE SEPTIC FACILITIES.
6. NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT EXCEPT AS APPROVED BY TRAVIS COUNTY.
7. PROPERTY OWNER AND/OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.
8. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER AND/OR HIS/HER ASSIGNS.
9. L.C.R.A. NON-POINT SOURCE RESTRICTIONS ARE RECORDED IN DOCUMENT No. 188035408 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

L.C.R.A. NPS RESTRICTIONS

THE L.C.R.A. NPS AREAS ARE FOR THE PROTECTION OF THE ENVIRONMENT BY IMPROVING THE QUALITY OF STORM WATER RUNOFF FROM DEVELOPED LAND, THE NATIVE LAND OR MANAGEMENT PRACTICES WITHIN THE L.C.R.A. NPS AREAS ARE TO HELP MAINTAIN CLEAN WATER IN OUR CREEKS, RIVERS AND LAKES, NO STRUCTURES OR IMPROVEMENTS, OTHER THAN NATIVE PLANT ENHANCEMENT OR MAINTENANCE TO THE AREA IN ACCORDANCE WITH L.C.R.A. RULES, MAY OCCUR WITHIN THE L.C.R.A. NPS AREAS WITHOUT SPECIFIC AUTHORIZATION AND APPROVAL IN WRITING FROM THE LOWER COLORADO RIVER AUTHORITY (LCRA), ITS SUCCESSORS, OR ASSIGNS, OR OTHER GOVERNMENTAL ENTITY WITH AUTHORITY TO PERMIT SUCH IMPROVEMENTS FOR THE PROTECTION OF THE ENVIRONMENT. THE AREAS SHALL BE MAINTAINED BY EACH LOT OWNER BY PRESERVING AND RESTORING NATIVE GRASS VEGETATION ONLY. THE AREAS MAY NOT BE AMENDED EXCEPT BY EXPRESS WRITTEN AGREEMENT OF L.C.R.A., ITS SUCCESSORS OR ASSIGNS, OR OTHER GOVERNMENTAL ENTITY WITH PROPER AUTHORITY.

ALL PROPERTY HEREIN IS SUBJECT TO THE LOWER COLORADO RIVER AUTHORITY'S LAKE TRAVIS NONPOINT SOURCE POLLUTION CONTROL ORDINANCE, SHOULD ANY LOT BE PROPOSED FOR A USE OTHER THAN SINGLE-FAMILY RESIDENTIAL, AN L.C.R.A. NPS DEVELOPMENT PERMIT, ITS SUCCESSOR OR ASSIGNS, MAY BE REQUIRED.

L.C.R.A. NOTE:

ALL PROPERTY HEREIN IS SUBJECT TO THE LOWER COLORADO RIVER AUTHORITY'S HIGHLAND LAKES WATERSHED ORDINANCE. WRITTEN NOTIFICATION AND/OR PERMITS ARE REQUIRED PRIOR TO COMMENCING ANY DEVELOPMENT ACTIVITIES. CONTACT LCRA WATERSHED MANAGEMENT AT 1-800-778-8272, EXTENSION 2234 FOR MORE INFORMATION.

EACH AND EVERY ON-SITE SEWAGE FACILITY INSTALLED WITHIN THIS SUBDIVISION MUST BE PERMITTED, INSPECTED AND LICENSED FOR OPERATION UNDER THOSE TERMS, STANDARDS AND REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND LOWER COLORADO RIVER AUTHORITY AS ARE IN EFFECT AT THE TIME SUCH APPLICATIONS FOR PERMITS AND LICENSING ARE MADE. THESE LOTS MAY REQUIRE PROFESSIONALLY DESIGNED WASTEWATER DISPOSAL SYSTEMS DUE TO TOPOGRAPHICAL, GEOLOGICAL AND WATER WELL CONSIDERATIONS.

James Mcneel
LCRA DIST REPRESENTATIVE 05/09/12

8/14/2008
DATE

ETL NOTE:

THIS SUBDIVISION PLAT IS NOT LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF AUSTIN ON THIS THE 14TH DAY OF AUGUST, 2010

Shauna Gray
VICTORIA M.P.E. DIRECTOR
WATERSHED PROTECTION & DEVELOPMENT REVIEW DEPARTMENT

NOTES FROM PREVIOUS PLAT OF ANGEL BAY, DOCUMENT No. 18800173, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

1. TRAVIS COUNTY SITE DEVELOPMENT PERMITS ARE REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
2. WATER WELLHEADS SHALL BE LOCATED A MINIMUM OF 5' FROM R.O.W. AND PROPERTY LINES.
3. PROPERTY OWNERS SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY.
4. NO RESIDENCE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO PRIVATE WATER AND WASTEWATER SYSTEMS AS APPROVED BY THE GOVERNING HEALTH OFFICIAL.
5. ALL INTERNAL STREETS ARE PRIVATE STREETS TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION. SEE DOCUMENT No. 188058407, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
6. MINIMUM FINISHED FLOOR ELEVATION FOR ALL STRUCTURES SHALL BE 1 (ONE) FOOT ABOVE THE ELEVATION OF THE 100-YEAR FLOOD PLAIN AS SHOWN HEREON. 717.00 MSL.
7. NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT EXCEPT AS APPROVED BY TRAVIS COUNTY.
8. DEVELOPMENT WHICH EXCEEDS 20% IMPERVIOUS COVER, WHEN CALCULATED AGAINST THE TOTAL PROPERTY, SHALL CONTROL THE INCREASED STORMWATER.
9. L.C.R.A. DEVELOPMENT PERMITS ARE REQUIRED FOR ALL CONSTRUCTION IN THIS SUBDIVISION.
10. ALL DRIVEWAY CULVERTS SHALL BE A MINIMUM OF 18 INCHES IN DIAMETER.
11. ACCESS FOR LOTS 6, 7, 12, 13, 16, 17 AND 18, BLOCK A AND LOTS 18 AND 19, BLOCK B ARE RESTRICTED TO SINGLE DRIVEWAYS WITHIN THE JOINT ACCESS EASEMENT AS SHOWN HEREON. SEE DOCUMENT No. 188001278, 1279, 1280, 1281, FOR JOINT ACCESS EASEMENT AGREEMENTS.
12. THERE IS A 30 FOOT PUBLIC UTILITY EASEMENT DEDICATED HEREIN ACROSS LOTS 1 & 2, BLOCK A AND LOTS 1 & 2, BLOCK B, ALONG AND CONTIGUOUS WITH THURMAN BEND ROAD.
13. THERE IS A 30 FOOT PUBLIC UTILITY EASEMENT ALONG THE FRONT OF ALL LOTS FRONTING ON ANGEL LIGHT DRIVE AND ANGEL BONS COVE.
14. BENCH MARK:
No. 1 - 600 NAIL IN 16" LIVE OAK ON LOT 2, BLOCK A @ INTERSECTION OF THURMAN BEND ROAD AND ANGEL LIGHT DRIVE. ELEV. = 808.83
No. 2 - 600 NAIL IN 16" LIVE OAK ON LOT 25, BLOCK B @ INTERSECTION OF ANGEL LIGHT DRIVE. ELEV. = 714.92

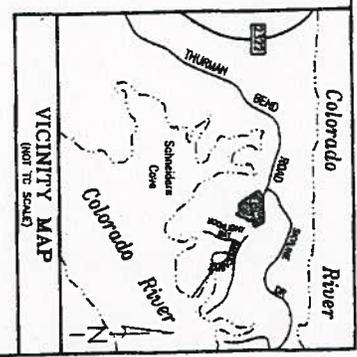
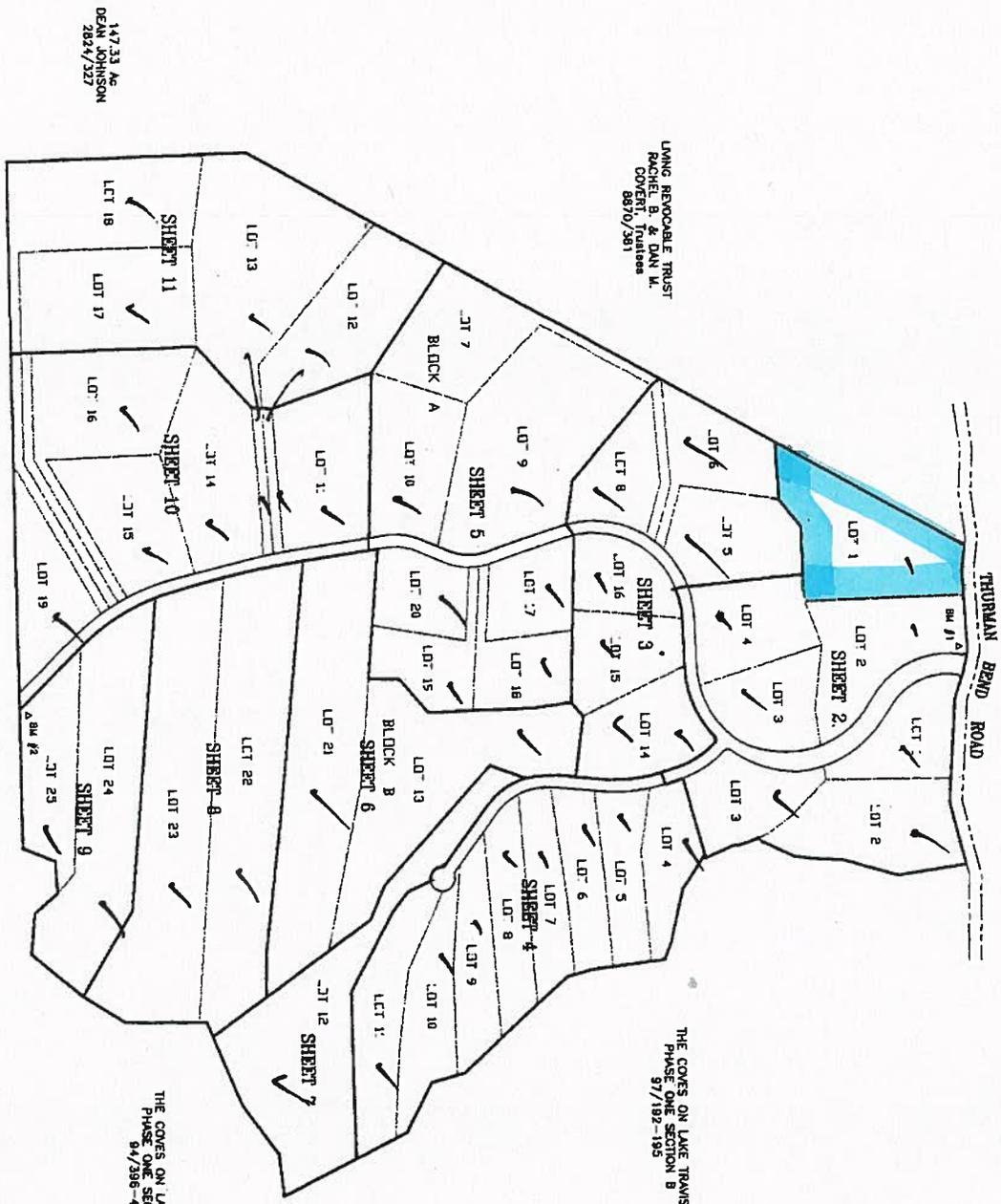
LENZ & ASSOCIATES, INC.
COMPLETE PROFESSIONAL LAND SURVEYING SERVICES
(512) 443-1174
1714 FORT VIEW RD., SUITE 200
AUSTIN, TEXAS 78704
SURVEY # 2008-0222 F.B. 840/15, 840/51

8331.00 6/2/1999

199900173

PROPOSED PLAT

ANGEL BAY



McANGUS SURVEYING CO., INC.

1101 HIGHWAY 360 SOUTH
BUILDING E, SUITE 230
AUSTIN, TEXAS 78746
(512)328-9302



Travis County Commissioners Court Agenda Request

Meeting Date: May 27, 2014

Prepared By: Carol B. Joseph **Phone #:** (512) 854-9418

Assistant Director: Carol B. Joseph

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, June 3, 2014 to receive comments regarding the Abolition of the Southwest Travis County Road District #1.

BACKGROUND/SUMMARY OF REQUEST:

In late 1984, Commissioners Court created the Southwest Travis County Road District #1. The 7,000 acre district was formed to upgrade and extend Boston Lane (now Southwest Parkway) between State Highway 71 and Loop 1 extension near U.S. 290. The construction included 6.8 miles of six lane divided arterial. The arterial was ultimately completed in 1988. Since that time, the district incurred various financial obligations. However, as of March 1, 2014 all outstanding debts owed and all funds due from various settlements are completed. Therefore, in accordance with the State Transportation Code Section 257.022 the Commissioners Court can abolish a road district as long as the district has no outstanding public securities.

STAFF RECOMMENDATIONS:

Staff recommends that the Court abolishes the Southwest Travis County Road District #1 in accordance with the State Transportation Code Section 257.022 since all obligations are completed.

FISCAL IMPACT AND SOURCE OF FUNDING:

The road district has no obligations outstanding. Per the Auditor's Office, the funds remaining in the district is approximately \$582,434.47 from settlements. These funds can be transferred to the County General Fund.

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
David Escamilla	County Attorney		
John Hille	County Attorney's Off.		
Nikki Riley	County Auditor		

Hanna York	County Auditor's Off.		
------------	-----------------------	--	--

CC:

--	--	--	--

: :

0101 - Administrative -



Travis County Commissioners Court Agenda Request Northwest Travis County Road District No. 3

Meeting Date: May 27, 2014

Prepared By/Phone Number: Robert Resnick, Commissioners Court Specialist, 512-854-4722

Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, Travis County Clerk

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: Approve the Northwest Travis County Road District No. 3 (Golden Triangle) Minutes for the Voting Session of May 6, 2014.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

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



Minutes for the Northwest Travis County Road District No. 3 (Golden Triangle) Tuesday, May 6, 2014 Voting Session

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

Meeting called to order on May 6, 2014, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

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

1. Approve payment of claims and authorize County Treasurer to invest Road District funds.

RESULT: NOT NEEDED

2. Approve the Northwest Travis County Road District No. 3 Minutes for the Voting Sessions of April 8 and 15, 2014.

MOTION: Approve Item 2.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Gerald Daugherty, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Travis County Commissioners Court Agenda Request Travis County Bee Cave Road District No. 1

Meeting Date: May 27, 2014

Prepared By/Phone Number: Robert Resnick, Commissioners Court Specialist, 512-854-4722

Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, Travis County Clerk

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: Approve the Bee Cave Road District No. 1 (Galleria) Minutes for the Voting Sessions of April 22 & May 6, 2014.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

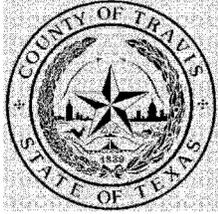
STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

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



Minutes for the Travis County Bee Cave Road District No. 1 (Galleria) Tuesday, April 22, 2014 Voting Session

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

Meeting called to order on April 22, 2014, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

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

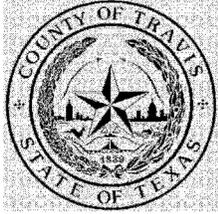
1. Approve payment of claims and authorize County Treasurer to invest Road District funds.

MOTION: Approve the investments in Item 1.
RESULT: **APPROVED [3 TO 0]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Gerald Daugherty, Commissioner
AYES: Samuel T. Biscoe, Gerald Daugherty, Margaret J. Gómez
ABSTAIN: Ron Davis
ABSENT: Bruce Todd

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Minutes for the Travis County Bee Cave Road District No. 1 (Galleria) Tuesday, May 6, 2014 Voting Session

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

Meeting called to order on May 6, 2014, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

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

1. Approve payment of claims and authorize County Treasurer to invest Road District funds.

RESULT: NOT NEEDED

2. Approve the Bee Cave Road District No. 1 Minutes for the Voting Sessions of April 8 and 15, 2014.

MOTION: Approve Item 2.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Gerald Daugherty, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Travis County Commissioners Court Agenda Request Travis County Bee Cave Road District No. 1

Meeting Date: May 27, 2014

Prepared By/Phone Number: Robert Resnick, Commissioners Court Specialist, 512-854-4722

Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, Travis County Clerk

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: Approve the Bee Cave Road District No. 1 (Galleria) Minutes for the Voting Session of May 20, 2014.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

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



Minutes for the Travis County Bee Cave Road District No. 1 (Galleria) Tuesday, May 20, 2014 Voting Session

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

Meeting called to order on May 20, 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	Absent
Ron Davis	Precinct 1, Commissioner	Absent
Bruce Todd	Precinct 2, Commissioner	Present
Gerald Daugherty	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

1. Approve payment of claims and authorize County Treasurer to invest Road District funds.

MOTION: Approve the investments in Item 1.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Bruce Todd, Commissioner
AYES: Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSENT: Samuel T. Biscoe, Ron Davis

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge