



# Travis County Commissioners Court Agenda Request

**Meeting Date:** October 7, 2014  
**Prepared By/Phone Number:** David Salazar  
Office of the Travis County Judge  
512-854-9555

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

**Commissioners Court Sponsor:**

## **AGENDA LANGUAGE:**

RECEIVE COMMENTS REGARDING THE APPLICATION FOR A TEXAS MASS GATHERING ACT PERMIT UNDER CHAPTER 751 OF THE TEXAS GOVERNMENT CODE FROM PAY IT FORWARD ENTERTAINMENT GROUP FOR THE MUD VOLLEYBALL TOURNAMENT AND RELATED ISSUES, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

- A. EVENT: MUD VOLLEYBALL TOURNAMENT  
PLACE: BLOOR RANCH  
12000 BLUE BLUFF ROAD  
AUSTIN, TX 78653  
DATE: OCTOBER 18, 2014  
FROM 9:00 A.M. TO 6:00 P.M.;
- 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.

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

## **STAFF RECOMMENDATIONS:**

## **ISSUES AND OPPORTUNITIES:**

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

## **REQUIRED AUTHORIZATIONS:**

# TRAVIS COUNTY FIRE MARSHAL'S OFFICE

**HERSHEL LEE, FIRE MARSHAL**  
P. O. BOX 1748, AUSTIN, TEXAS 78767  
(512) 854-4621, FAX (512) 854-6471



October 7, 2014

Judge Sam Biscoe  
Travis County Commissioners Court  
700 La Vaca  
Austin, Texas

RE: Mud Volleyball Mass Gathering Event October 18, 2014  
12000 Blue Bluff Road  
Bloor Ranch Property  
Manor, Texas

Judge Biscoe and Commissioners,

This event falls within the parameters set by Health and Safety Code Chapter 751 for Mass Gatherings.

The event plans to draw 5,000 participants and spectators. Alcohol will be available to spectators and participants. Minors are expected to attend the event. There will be food vendors on site.

The event is planned for an undeveloped piece of property in Precinct 1 known as Bloor Ranch Property, 12000 Blue Bluff Road.

This Mass Gathering event is planned as a fund raiser for Dell Children's Hospital. The event will begin at 9:00 am on October 18, 2014 and finish at 6:00 pm on the same day.

The plans for this event are acceptable to my office, subject to an inspection of the facility after all tents and food vendors have arrived and are in place.

The applicant must also pay all fees due before the event and pay for the required fire watch prior to the event.

Hershel Lee  
Fire Marshal



## Travis County Commissioners Court Agenda Request

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**Prepared By/Phone Number:** David Salazar  
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512-854-9555

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

**Commissioners Court Sponsor:**

### **AGENDA LANGUAGE:**

RECEIVE COMMENTS REGARDING THE APPLICATION FOR A TEXAS MASS GATHERING ACT PERMIT UNDER CHAPTER 751 OF THE TEXAS GOVERNMENT CODE FROM ODYSSEY BMX FOR THE TEXAS TOAST BMX (BICYCLE MOTOCROSS) EVENT AND RELATED ISSUES, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

- A. EVENT: TEXAS TOAST BICYCLE MOTOCROSS EVENT  
PLACE: QUEST ATX  
10815 FM 1625  
AUSTIN, TX 78747  
DATE: OCTOBER 17 THROUGH 19, 2014  
FROM 10:00 A.M. TO 6:00 P.M.;
- 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.

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

### **STAFF RECOMMENDATIONS:**

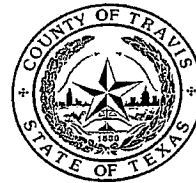
### **ISSUES AND OPPORTUNITIES:**

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

### **REQUIRED AUTHORIZATIONS:**

# TRAVIS COUNTY FIRE MARSHAL'S OFFICE

HERSHEL LEE, FIRE MARSHAL  
P. O. BOX 1748, AUSTIN, TEXAS 78767  
(512) 854-4621, FAX (512) 854-6471



October 7, 2014

Judge Sam Biscoe  
Travis County Commissioners Court  
700 La Vaca  
Austin, Texas

RE: Texas Toast Jam BMX  
October 17, 18 and 19, 2014

Location: Quest ATX  
10815 FM 1625  
Austin, Texas 78747

Judge Biscoe and Commissioners,

This event falls within the parameters set by Health and Safety Code Chapter 751 for Mass Gatherings.

The event plans to draw 4,000 participants and spectators at peak times. Alcohol will **not** be available to spectators and participants. Minors are expected to attend the event. There will be food vendors on site.

The event is planned for a developed piece of property in Precinct 4 known as Quest ATX, 10815 FM 1625, Austin, Texas 78747.

This Mass Gathering event is a bicycle moto-cross event. Gates will open at 10:00 am and close at 6:30 pm each day of the event.

The plans for this event are acceptable to my office, subject to an inspection of the facility after all tents and food vendors have arrived and are in place.

The applicant must also pay all fees due before the event and pay for the required fire watch prior to the event.

Hershel Lee  
Fire Marshal

14-TC-MCP-492

TC5KIQ02



# Travis County Fire Marshal's Office FIRE CODE PERMIT APPLICATION



5555 Airport Blvd, Suite 400, Austin, Texas 78751  
Office Phone: 512-854-4621 Fax: 512-854-6471

Application Date: \_\_\_/\_\_\_/\_\_\_

TNR Application Number: \_\_\_-\_\_\_-\_\_\_

TDLR Permit Number: \_\_\_\_\_ or RAS Contact: \_\_\_\_\_

TRAVIS COUNTY  
FIRE MARSHAL  
AUG 14 2014

## BUSINESS INFORMATION

Commercial Establishment, Business or Public Building Name:

Quest ATX Texas Toast BMX event: Oct 17-19, 2014

Corporation / DBA Name:

Quest ATX

911 Street Address or Location:

10815 FM 1625

Numerals	Street/Road Name or Number	Suite/Unit No.
AUSTIN, TX 78747	MAPSCO	/
City	State	Zip Code
		Page
		Block

Exact Legal Description:

Subdivision G. RODRIGUEZ 657 SUR 506 Lot \_\_\_\_\_ Block \_\_\_\_\_

Phase \_\_\_\_\_ Section \_\_\_\_\_; OR Acres \_\_\_\_\_ Out of 134 Survey # \_\_\_\_\_

Recorded in Real Property Records of Travis County Volume: \_\_\_\_\_ Page: \_\_\_\_\_ Tax Parcel ID #: \_\_\_\_\_

Main Phone Number: ( 512 ) 298-9370 Secondary Phone Number: ( ) \_\_\_\_\_ Fax Number: ( ) \_\_\_\_\_

Proposed Commercial Establishment or Public Building Use Type: \_\_\_\_\_

Times of Operation: <sup>MON-FRI 12pm</sup> ~~SAT-SUN 10am~~ ( AM / PM ) 8 ( AM / PM ) Days of Week: 7

## CONTACT INFORMATION

### PRINCIPAL CONTACT / PERMITEE / APPLICANT

Name: BENEVENTO, JAIME P. Date of Birth: 2 / 3 / 1,986  
Last First Middle Initial

Mailing Address:

2915 GARWOOD ST. AUSTIN, TX

Phone Number: (201) 421-5588 Fax Number: ( ) \_\_\_\_\_

Email: TOAST@ODYSSEYBMX.COM

If the permit applicant is a corporation, partnership or other legal entity other than a natural person, state the name, date of birth, mailing address, residential address and business address for each general member of the partnership and any limited partners who own at least a ten percent (10%) interest in the partnership on an additional sheet and attach with this permit application.

### OWNER

Name: TAYLOR, JERRY Date of Birth: \_\_\_ / \_\_\_ / \_\_\_  
Last First Middle Initial

Mailing Address:

6006 WHISTLE STOP COVE, AUSTIN TX 78749

Phone Number: ( 512 ) 796-0063 Fax Number: ( ) \_\_\_\_\_

Email: jerry@questatx.com



Travis County Fire Marshal's Office  
**FIRE CODE PERMIT APPLICATION**



5555 Airport Blvd, Suite 400, Austin, Texas 78751  
 Office Phone: 512-854-4621 Fax: 512-854-6471

Commercial Establishment, Business or Public Building Name: \_\_\_\_\_

Start Date of Construction: \_\_\_/\_\_\_/\_\_\_ Square Footage: \_\_\_\_\_

Estimated Cost of Construction: \_\_\_\_\_

Check ONE of the following that applies to the project:

- New Construction       Substantial Improvement       Change in Occupancy Classification

"Substantial Improvement" is applicable to an enlarged, altered, repaired, moved, removed, demolished or converted existing structure or infrastructure.

**Supply with this application:**

- One (1) set of construction and site plans for the proposed building or system containing all plans and specifications; and
- If the applicant is not the owner in fee simple of the proposed Commercial Establishment or Public Building, a properly executed power of attorney or other written evidence of the agency agreement between the applicant and owner.

**Check only one permit below. Submit a separate application for each permit type.**

- Building Permit       Shell Building Permit       Tenant Finish-Out Building Permit

(Building Permit shall include site plans or a Site Permit shall be submitted prior to a Building Permit)

- Site Permit (non-residential)       Site Permit (residential)       Preliminary Plat Review

Automatic Fire-Extinguishing System Permit

Fire Alarm and Detection System Permit

Fire Pump Permit

Fire Sprinkler System Permit

Fire Standpipe System

Private Water Supply Permit

Underground Fire Line Permit

Change in Ownership Review

Tent Permit

Fireworks Permit

Mass Gathering Permit

Hazardous Materials Permit

Carnival / Festival Permit

Removal of Underground Storage Tank Permit

Above & Below Ground Storage Tank Installation Permit

Other \_\_\_\_\_ Permit

I, JAIME P BENEVENTO, hereby file this application for a fire code permit and if the permit herein applied for is granted, acknowledge myself to be bound to Commissioners' Court of Travis County, Texas to see to it that all provisions of the permit are faithfully performed. Authorization is hereby given to the Travis County Fire Marshal's Office to enter upon the above-described property for the purpose of inspections of proposed construction. I certify under penalty of law that I have personally examined and am familiar with the information submitted in this and all attached documents and believe that the submitted information is true, accurate and complete.

Date: 8, 14, 2014

Jaime P Benevento  
 Signature of Applicant or Attorney

JAIME P BENEVENTO  
 Printed Name

**OFFICIAL USE ONLY**

TCFMO Permit Number: \_\_\_\_\_ Occupancy ID: \_\_\_\_\_ ESD: \_\_\_\_\_

TEXAS TOAST BMX JAM

October 17<sup>th</sup> - 19<sup>th</sup>

ATTN: Tony Callaway

(1) The promoter's name and address; **Odyssey BMX (Bear Corporation)**  
**13502 Pumice St. Norwalk, CA 90650**

(2) A financial statement that reflects the funds being supplied to finance the mass gathering and each person supplying the funds; **See attached**

(3) The name and address of the owner of the property on which the mass gathering will be held;

**William Vaubel**  
(512)585-8744  
[William.Vaubel@amat.com](mailto:William.Vaubel@amat.com)  
25525 Perdinalas Point Dr.  
Spicewood TX 78669

**Jerry Taylor**  
(512)796-0063  
[jerry@questatx.com](mailto:jerry@questatx.com)  
6006 Whistle stop Cove  
Austin 78749

(4) A certified copy of the agreement between the promoter and the property owner; **See attached**

(5) The location and a description of the property on which the mass gathering will be held; **Texas Toast Jam will be held at 10815 FM1625. This property is 134 acres of land. The property is not a rectangle, as seen in the attached site plan. It is currently a wakeboarding facility (Quest ATX) with a large lake at the end of a long gravel driveway. The event will take place on the south east parcel of the property. This is a pretty sparse field with plenty of open space. Field will be mowed and debri/brush cleared.**

(6) The dates and times that the mass gathering will be held; **Texas Toast Jam will be held on October 17<sup>th</sup>-19<sup>th</sup> 2014. Gates open at 10am and close at 6:30pm.**

(7) The maximum number of persons the promoter will allow to attend the mass gathering and the plan the promoter intends to use to limit attendance to that number; **We will use a clicker at the door to count attendance. We will limit this number to 7,000 although that is well above our expected turn out. Expected turnout is around 4,000 people each day. Probably less than this on Friday. From prior years we have found that Saturday is our big day.**

(8) The name and address of each performer who has agreed to appear at the mass gathering and the name and address of each performer's agent; **N/A there are no performers present at Texas Toast Jam. We will not have live music.**

(9) A description of each agreement between the promoter and a performer; **N/A there are no performers present at Texas Toast Jam. We will not have live music.**

(10) A description of each step the promoter has taken to ensure that minimum standards of sanitation and health will be maintained during the mass gathering;

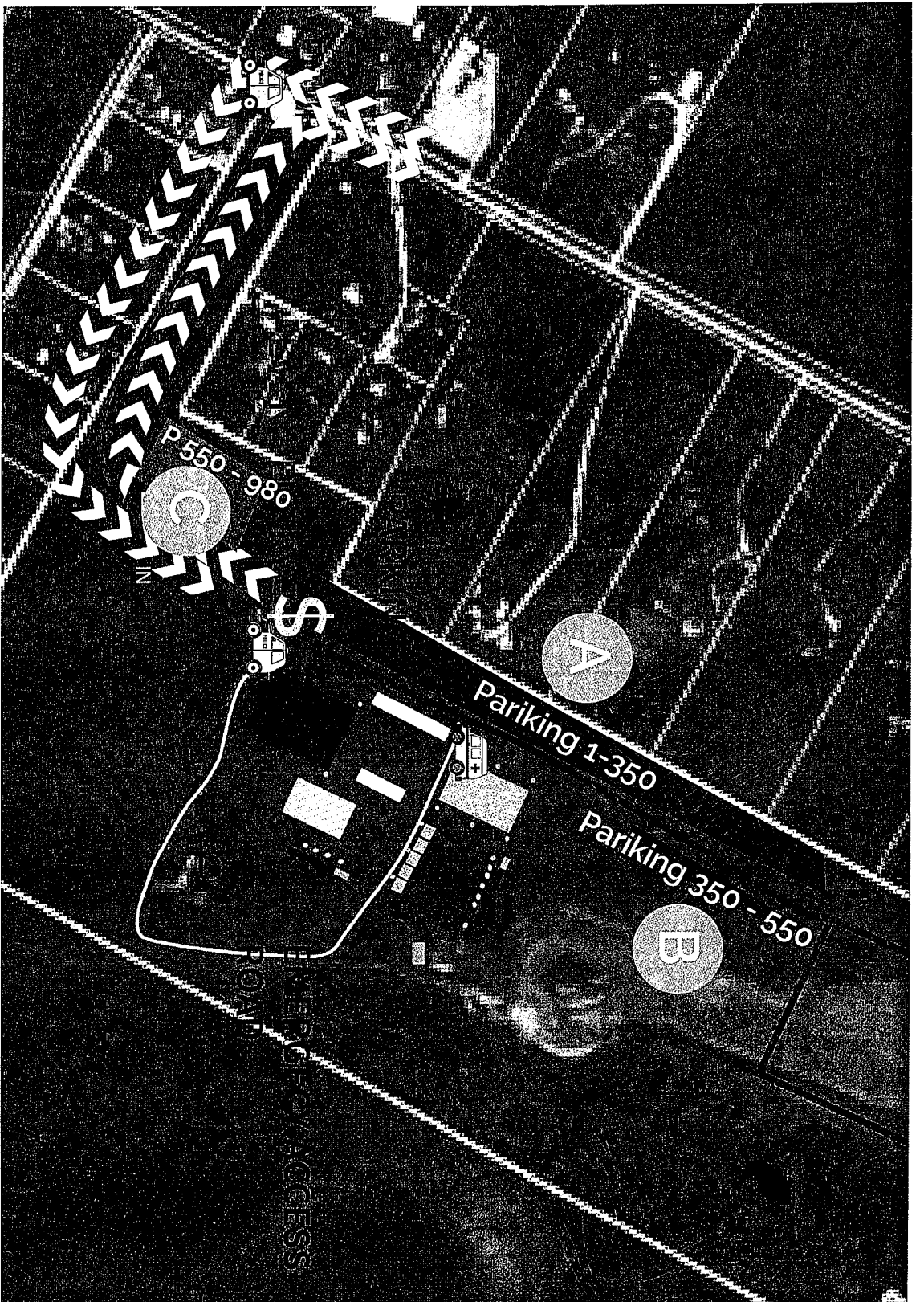
**We have reserved 10 porta johns reserved including 1 handicap accessible porta john. These are scheduled to get cleaned out on Sunday morning the 18<sup>th</sup>.**

(11) A description of all preparations being made to provide traffic control, to ensure that the mass gathering will be conducted in an orderly manner, and to protect the physical safety of the persons who attend the mass gathering; **Texas Toast Jam will contact local Police Department of gathering and possible increase of traffic on the mornings of the 17<sup>th</sup>, 18<sup>th</sup>, and 19<sup>th</sup> around 10am.**

(12) A description of the preparations made to provide adequate medical and nursing care; **EMS personel will be at the site with an ambulance. Trainers will be there for riders.**

(13) A description of the preparations made to supervise minors who may attend the mass gathering. **N/A – no alcohol will be distributed at the event**





# TEXAS TOAST

TRAFFIC PATTERN

@ QUEST ATX

10815 FM 1625

AUSTIN, TEXAS 78747

APPROX: 130 ACRES

October 17th-19th

Gates Open 10:30am

Gates Close 6:30pm

2,000-2,500 expected attendees per day

We are expecting the majority of cars to be coming southbound on FM 1625 and making a left onto the site. The gravel driveway leading towards the back of the property is .7 miles long. Directions to come from north or south will be posted on our website to accompany the google map. Parking is FREE but the venue costs \$10 to get in.

There will be 6 officers total, including one supervisor (Belinda Mengum). Four officers inside and two traffic control officers. The traffic control officers and patrol cars will be posted at the venue entry and at the event entry. An EAP is in the process of completion and will be prepared by Belinda Mengum before the court date.

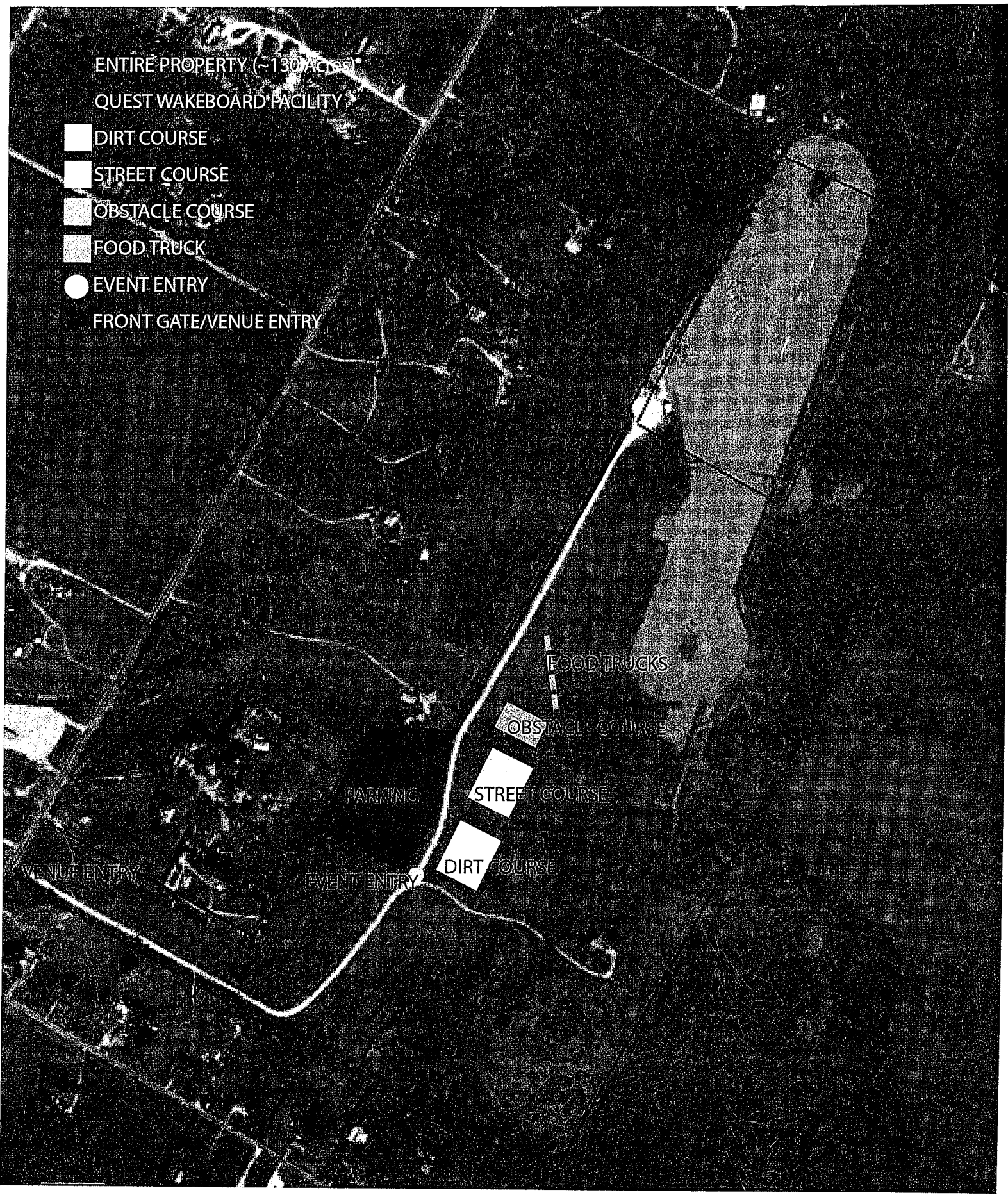
Generally each car holds 2.6 people. We the necessary 961 + parking spots needed to accommodate 2,500 people shown above from parking lots A-C. The space from venue entry to end of road can hold approx 550 spots on both sides of the road (A-B). The other 385+ spots needed will be in our overflow parking before event entry on the north side of the road (C).

ENTIRE PROPERTY (~130 ACRES)

QUEST WAKEBOARD FACILITY

- DIRT COURSE
- STREET COURSE
- OBSTACLE COURSE
- FOOD TRUCK
- EVENT ENTRY

FRONT GATE/VENUE ENTRY



TEXAS TOAST SITE PLAN // Quest ATX

October 17th-19th, 2014

Quest ATX will allow Bear Corp (Odyssey BMX) to use the property (10815 FM 1625 ATX 78747) for Texas Toast Jam bicycle event on October 17th - 19th 2014.

Texas Toast Jam will have use of the property on Thursday October 16th th for set up day and riders practice.

Texas Toast will run from 9am until dusk Oct 17, 18, and 19th.

Course construction will begin 30 days before the event.

It is Texas Toast Jam's responsibility to provide Event Insurance as well as liability waivers for all participants. Quest ATX will not be held liable for any potential rider injuries during the event and will be listed as such in both the Event Insurance and the Liability Waivers.

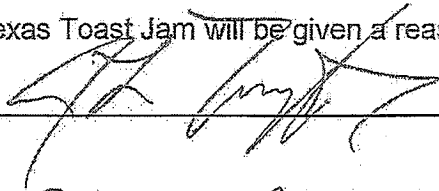
Texas Toast Jam will secure all the necessary permits and meet all county requirements (such as emergency exit signage, code compliance, renting port-a-potties and wash stations).

Texas Toast Jam will have EMS staff on hand at all times during the event.

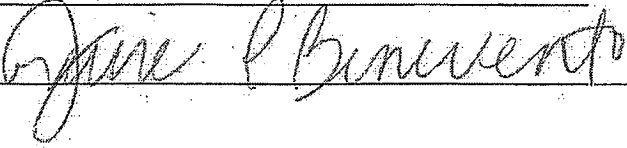
Texas Toast Jam will provide required security through the nights of October 16th-20th.

Texas Toast Jam will also be responsible for all clean up and removal of all ramps / dirt jumps. Quest ATX will approve the cleanliness of the property before Texas Toast Jam has vacated the premises.

Texas Toast Jam will be given a reasonable amount of time for break down and clean up.



Jerry Taylor B/11



JAIMÉ BENEVENTO B/13

Type	Date	Num	Name
33003 · Total Promotion			
34290 · 34290 PROMO-EVENT CREDIT TX			
Deposit	1/21/2014		CIRCUIT CIRCUIT OF AMERICAS-VENDBILL TOAST 2013
Deposit	6/30/2014		147023 DAN'S COMPETITION, INC
Deposit	7/3/2014		240 REDBULL
Deposit	7/7/2014		1088 CULT
Deposit	7/21/2014		30342 AMERICAN MENTALITY
Deposit	7/24/2014		125777 OAKLEY SALES CORP
Deposit	7/25/2014		9800 HOFFMAN
Deposit	7/28/2014		128442 BELL SPORTS
Deposit	8/1/2014		11410188 VF SERVICES LLC
Invoice	8/4/2014		153174 QUALITY BICYCLE PRODUCTS

TOTAL INCOME

ADDRESS

INCOME/FEE

ONE COMPETITION WAY, MT VERNON, IN 47620	2,500.00
1740 Stewart St. Santa Monica, CA	3,500.00
1559 E. Saint Gertrude Pl. Santa Ana, CA 92705	10,000.00
210 East Palmetto Ave. Longwood FL, 32750	1,000.00
1 Icon, Foothill Ranch, CA 92610	6,000.00
PO Box 18915, Oklahoma City OK 73154	10,000.00
1001 Innovation Road, Rantoul, IL 61866	5,000.00
6550 Katella Ave, Cypress, CA 90630	15,000.00
6400 W 105TH ST, BLOOMINGTON, MN 55438	10,000.00
	9,000.00

72,000.00

Type	Date	Num
33003 · Total Promotion		
34290 · 34290 PROMO-EVENT CREDIT TX		
Deposit	1/21/2014	CIRCUIT
Deposit	6/30/2014	147023
Deposit	7/3/2014	240
Deposit	7/7/2014	1088
Deposit	7/21/2014	30342
Deposit	7/24/2014	125777
Deposit	7/25/2014	9800
Deposit	7/28/2014	128442
Deposit	8/1/2014	11410188
Invoice	8/4/2014	153174

TOTAL INCOME

Name

CIRCUIT OF AMERICAS-VENDBILL TOAST 2013

DAN'S COMPETITION, INC

REDBULL

CULT

AMERICAN MENTALITY

OAKLEY SALES CORP

HOFFMAN

BELL SPORTS

VF SERVICES LLC

QUALITY BICYCLE PRODUCTS

## ADDRESS

## INCOME/FEE

	2,500.00
ONE COMPETITION WAY, MT VERNON, IN 47620	3,500.00
1740 Stewart St. Santa Monica, CA	10,000.00
1559 E. Saint Gertrude Pl. Santa Ana, CA 92705	1,000.00
210 East Palmetto Ave. Longwood FL, 32750	6,000.00
1 Icon, Foothill Ranch, CA 92610	10,000.00
PO Box 18915, Oklahoma City OK 73154	5,000.00
1001 Innovation Road, Rantoul, IL 61866	15,000.00
6550 Katella Ave, Cypress, CA 90630	10,000.00
6400 W 105TH ST, BLOOMINGTON, MN 55438	9,000.00

72,000.00



# Executive Insurance Proposal

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Prepared for:

**Bear Corporation**

~~4204 Manchaca~~ → 13502 Pomice ST  
~~Austin, TX 78704~~ → NORWALK, CA  
50650

Presented by:



Brown and Brown of Austin

September 11, 2014

## Disclosures

The abbreviated outlines of coverages used throughout this proposal are not intended to express any legal opinion as to the nature of coverage. They are only visuals to a basic understanding of coverages. The policy(s) could be subject to audit and higher policy limits could be available. Please read your policy for specific details of coverages. Schedules of forms, endorsements, and exclusions may be included but not limited to schedule shown. Client is ultimately responsible for selecting insured values for property limits. In the event of differences, policy will prevail.

**Compensation:** In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date the premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

**Questions and Information Requests:** Should you have any questions, or require any additional information, please contact this office at 1-800-401-0183 or, if you prefer, submit your question or request online at <http://www.bbinsurance.com/customerinquiry.shtml>.

## AM Best Rating Summary

The A.M. Best Guide is the guidebook the insurance industry uses to determine the financial stability of an insurance company. A copy of the Best's Guide report on the insurance companies quoted is available for your review.

While we strive to be certain that your insurance is placed with reputable, highly-rated insurance companies, we have no way of guaranteeing the financial accuracy of the Best's Guide or the financial stability of any insurance company. For these reasons, we recommend that you take into account the financial stability of all the insurance companies prior to making your selection as to who will write your insurance.

**General Rating:** These rating classifications reflect A.M. Best's opinion of the relative position of each company in comparison with others, based upon averages within the Property-Casualty insurance industry. They are reflective of overall company services and standing within the industry.

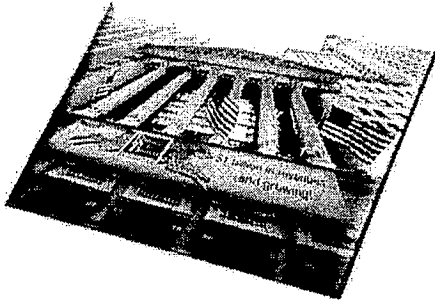
Secure Ratings	Vulnerable Ratings	
A++, A+ Superior	B, B- Fair	D Poor
A, A- Excellent	C++, C+ Marginal	E Under State Supervision
B++, B+ Very Good	C, C- Weak	F In Liquidation

**Financial Size Category:** The financial Size Category is an indication of the size of an Insurer and is based on reported Policyholders' surplus plus conditional or Technical Reserve Funds, such as mandatory securities valuation reserve, other investment and operating contingency funds and/or miscellaneous voluntary reserves in liabilities.

Class	
I	Up to \$1,000,000
II	\$1,000,000 to \$2,000,000
III	\$2,000,000 to \$5,000,000
IV	\$5,000,000 to \$10,000,000
V	\$10,000,000 to \$25,000,000
VI	\$25,000,000 to \$50,000,000
VII	\$50,000,000 to \$100,000,000
VIII	\$100,000,000 to \$250,000,000
IX	\$250,000,000 to \$500,000,000
X	\$500,000,000 to \$750,000,000
XI	\$750,000,000 to \$1,000,000,000
XII	\$1,000,000,000 to \$1,250,000,000
XIII	\$1,250,000,000 to \$1,500,000,000
XIV	\$1,500,000,000 to \$2,000,000,000
XV	\$2,000,000,000 or more

# Brown and Brown of Austin

*Our mission is to protect our clients against financial loss through professional insurance services, while maintaining the highest standard of conduct and integrity.*

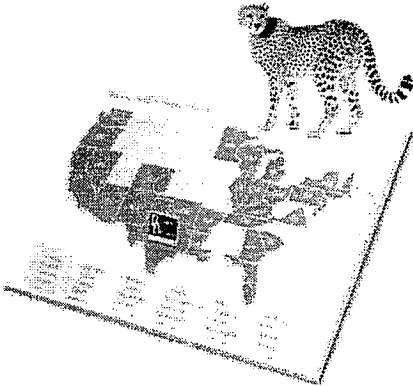


## National Scope

- Founded in 1939
- Ranked Top Ten Nationwide
- Access to over 200 'A' Rated Insurance Carriers
- 5,300 Employees Nationwide
- World Class Training

## Benefits to Our Clients

- Increased Negotiating Leverage
- Organizational "Collective Wisdom"
- Depth of Knowledge
- Strength for the Long Run



## Decentralized Structure

- 170+ Offices Independently Managed and Operated
- Greater Agility and Flatter Hierarchy
- Promote Creativity and More Ideas
- Closer to *The Means of Production*

## Benefits to Our Clients

- Commitment to Central Texas
- Local Representation and Relationships
- Ability to Adapt to the Needs of Our Clients

## Member of:

- American Staffing Association (ASA)
- Austin Area Chamber of Commerce
- Austin Human Resources Management Association (AHRMA)
- Independent Insurance Agents of Texas (IATT)
- Society for Human Resource Management (SHRM)
- Texas Association of Staffing (TAS)

# Premium Summary

Coverage	Carrier	Renewal
Event Liability	Scottsdale Ins. Co. A+ XV	\$2,288.09
Total		\$ 2,288.09

## Payment Terms

Agency Bill premiums are due in full upon binding along with applicable taxes and fees. Please make check payable to *Brown and Brown of Austin*. Premium financing is available upon request.

Line of Coverage	Carrier	Agency Bill (Due at Binding)
Event Liability	Scottsdale Ins. Co.	\$2,288.09
Total		\$2,288.09

This quote is good for 30 days from presentation or policy inception, whichever is first.

# Commercial Lines Definitions

**Actual Cash Value-** If your property is damaged or destroyed, pays for what your property is worth today, as opposed to what it will cost to replace it.

**Accounts Receivable-** Money which is owed to a company by a customer for products and services provided on credit. This is treated as a current asset on a balance sheet. A specific sale is generally only treated as an account receivable after the customer is sent an invoice.

**Additional Insured-** A person, other than the named insured, who is protected by the terms of the policy. Usually a specified individual such as a spouse or a member of the insured's family but sometimes, as in automobile insurance, any person, provided that person is driving the insured vehicle with the insured's permission.

## Auto Coverage Symbols

Symbol	Description Of Covered Auto	Designation Symbols
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorist requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

**Directors & Officers Liability (D&O)**-Generally purchased by corporations and nonprofit organizations, this insurance covers the costs of certain lawsuits against directors and officers.

**Employee Benefit Liability (EBL)**-Insurance that protects you if someone claims you mishandled the administration of an employee benefits program.

**Electronic Data Processing (EDP) insurance**-An "all-risk" policy that provides protection on equipment, software and extra expenses incurred as a result of failure of such equipment caused by an insured loss and loss of earnings. Also known as an EDP policy. Coverage may be extended to include liability claims alleging errors and omissions by data processing companies.

**Employee Dishonesty/Crime**-Protects you from financial loss from employee theft.

**Employers Liability Insurance**-Coverage against common law liability of an employer for accidents to employees, as distinguished from liability imposed by a workers' compensation law.

**Employment-Related Practices Liability (ERPL) or (EPL) or (EPLI)**- Coverage for legal costs to defend claims involving sexual harassment, wrongful termination and discrimination including legal liability for such acts. Most policies provide limits ranging from as low as \$25,000 per claim up to \$1 million. Policies may cover employees as additional insureds.

**Employee Retirement Income Security Act of 1974 (ERISA)**- ERISA was enacted to protect the interests of employee benefit plan participants and their beneficiaries by requiring the disclosure to them of financial and other information concerning the plan; by establishing standards of conduct for plan fiduciaries; and by providing for appropriate remedies and access to the federal courts.

**Equipment Breakdown Insurance/Boiler and Machinery**-Protects against the sudden and accidental breakdown or explosion of many different kinds of equipment due to a covered peril.

**Garage Keepers Liability Insurance**-Provides coverage to owners of storage garages, parking lots, etc. for liability as bailees with respect to damage to automobiles left in their custody. Coverage is contingent upon establishing liability on the part of the insured.

**General Liability**-Insurance in case someone claims your business was somehow responsible for their bodily injury or property damage.

**Inland Marine** - A broad type of insurance covering articles that may be transported from place to place. It can include goods in transit as well as special types of property.

**Non-Owned Auto**- refers to cars owned by your employees that are used for company business.

**Occurrence Policy**-The traditional occurrence liability insurance method provides coverage for losses from liability-imposing causes which occurred during the policy period, regardless of when the claim is asserted. Once the policy period is over in a claims-made form, the approximate extent of the underwriter's liability is known. With the

traditional occurrence liability coverage method, the underwriter may not discover the extent of liability for years to come from losses claimed to have occurred within the policy period.

**Peril**- a cause of damage or loss.

**Personal Injury Protection (PIP)** - Pays for injured parties in an insured vehicle.

**Professional Liability/Errors & Omissions (E&O)**-Insurance that protects the insured from lawsuits for making a mistake or forgetting to do something while performing professional services that caused their client financial loss.

**Replacement Cost** -An insurance provision that pays the actual cost to replace damaged property without deducting anything for its depreciation.

**Self-Insured Retention**-The portion of each loss that an insured retains by setting aside funds or by possibly using alternative type of financing to meet losses. It acts very similar to a deductible although normally, on a much larger scale.

**Umbrella**-Insurance that kicks in once you've reached the limit of your basic policy. For example, if you suffered a \$1 million dollar loss, and your liability insurance covers \$500,000, an umbrella policy could cover the remaining \$500,000.

**Uninsured/Underinsured Motorists coverage (UM/UIM)**- will pay bodily injury costs caused by an uninsured or underinsured motorist.

**Valuable Papers Coverage**-Insurance that pays to recreate your business' valuable documents, (such as architectural drawings, law libraries, medical reference books, etc.) if lost/destroyed by a covered peril.

**Waiver of Subrogation**-The named insured's intentional relinquishing of the right to recover damages from another party who may be responsible.

**Workers' Compensation**- A type of insurance that provides benefits to workers if they become sick or injured on the job.



# MYRON STEVES

INSURED: Bear Corporation  
 Policy Dates: 10/17/2014 - 10/19/2014  
 3091  
 TO: Brown & Brown Lone Star Insurance Serv APP#: APP15055139  
 ATTN:  
 Fax: 512-346-1736  
 From: Regina L Cuellar  
 Company: Scottsdale Insurance Company A.M. Best Rating of A+XV

Premium:	\$2,081.00
(Fully Earned) Fees:	\$100.00
Surplus Tax	\$105.78
Stamping Fee:	\$1.31
<b>TOTAL AMOUNT:</b>	<b>\$2,288.09</b>

PREMIUM ABOVE IS MINIMUM & DEPOSIT

Minimum Earned: 100.00 %

## General Liability

Location 1

Coverage	Limits	Deductibles	Premium
General Aggregate	\$2,000,000		
Products-Completed Operations	\$1,000,000		
Each Occurrence	\$1,000,000		
Personal & Advertising Injury	\$1,000,000		
Damage to Premises Rented to You	\$100,000		
Medical Payments	\$5,000		
Additional Insured (Fully Earned)	3		\$150.00

Location 1 3300 Gonzales Austin, TX 78702

Description	Class	Prem Basis	Prods/Co Op	All Other
Athletic Games Sponsored by the Insured - Other than Not-For-Pr	40059	11,000	\$0	\$1,931

## Subject to the Following

Signed Terrorism Form

### \*\*\*Comments\*\*\*

Limited Terrorism Coverage is available for an additional premium of 126.00 plus applicable surplus line tax and stamping fee.

## Schedule of Forms and Endorsements

- CG 00 01 [04/01/13] Commercial General Liability Cvg Form
- CG 00 68 [05/01/09] Excl-Recording & Dist of Material in Violation
- CG 20 10 [04/01/13] Al-Owners/Lessees/Contractors-Scheduled Person/Organization
- CG 20 11 [04/01/13] Al-Managers/Lessors of Premises
- CG 21 16 [04/01/13] Excl-Designated Professional Services
- CG 21 44 [07/01/98] Limitation of Cvg to Designated Premises/Project
- CG 21 73 [01/01/08] Excl-Certified Acts of Terrorism
- CG 24 26 [04/01/13] Amendment of Insured Contract Definition
- CLS-SD-1L [08/01/01] GL Supplemental Dec
- Endorsement #1 [07/01/90] Remove Punitive Damages Excl.
- GLS-106s [01/01/11] Total Liquor Liability Excl
- GLS-106s [12/01/13] Total Liquor Liability Excl
- GLS-227s [04/01/13] Assault And/Or Battery Excl
- GLS-289s [11/01/07] Know Injury or Damage Excl-Pers & Adv Injury
- GLS-5s [07/01/96] Special Event Participant

INSURED: Bear Corporation  
Policy Dates: 10/17/2014 - 10/19/2014

3091

TO: Brown & Brown Lone Star Insurance Serv

APP#: APP15055139

ATTN:

**QUOTATION**

Fax: 512-346-1736

(Continued from page 1)

From: Regina L Cuellar

Company: Scottsdale Insurance Company A.M. Best Rating of A+XV

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## Schedule of Forms and Endorsements

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IL 00 17 [11/01/98] Common Policy Conditions  
MFS-1 [04/01/09] Surplus Lines Endorsement  
NOTS0065TX [02/01/07] TX - Important Notice  
NOTX0178CW [02/01/06] Claim Reporting Information  
OPS-D-1 [08/01/10] Common Policy Declarations  
UTS-119g [01/01/00] Min Earned Cancellation Prem  
UTS-128s [10/01/07] Option Provisions Endorsement  
UTS-230g-TX [09/01/94] TX-Prompt Payment Of Clai  
UTS-246s [12/01/12] Amendatory Endt (Without Medical Payments Excl)  
UTS-365s [02/01/09] Amendment of Nonpayment Cancellation Condition  
UTS-88g-TX [09/01/94] TX-Notice Of Settlement  
UTS-COVPG [12/01/09] Cover Page  
UTS-SP-2 [12/01/95] Forms & Endorsement Sched  
UTS-SP-3 [08/01/96] Locations Schedule  
End of Schedule of Forms and Endorsements

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**Coverage/Terms** This quotation valid only if admitted coverage is unavailable.  
May not be the same or as broad as you requested. Please review carefully.  
Due to current market conditions, this quote is subject to change.

**Moratoriums:** At any time, a company mandated moratorium applying to all or any part of the state(s) can affect our binding authority for new business, renewals with a lapse in coverage or increases in coverage.

This is especially true during hurricane season, from June through November, when tropical disturbances enter the Gulf of Mexico or Caribbean Sea. However, moratoriums may be announced suddenly any time of the year due to other circumstances such as wildfires, or a company's desire to reduce exposure in a territory. Binding as soon as possible may avoid a moratorium.

**IF RISK IS LOCATED IN THE FIRST TIER AREA, WINDSTORM, HURRICANE AND HAIL ARE EXCLUDED ON ALL COVERAGES.**

The insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage pursuant to the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage and this insurer is not a member of the property and casualty insurance guaranty association created under Article 21.28-C, Insurance Code, requires payment of 4.85% tax on gross premium.

Your Contact: Regina L Cuellar  
P O Box 4479  
Houston, TX 77210-4479

rcuellar@myronsteves.com  
Phone: (800) 635-4742  
Fax: (800) 294-0851



SCOTTSDALE INSURANCE COMPANY

POLICYHOLDER DISCLOSURE

NOTICE OF TERRORISM INSURANCE COVERAGE

TERRORISM RISK INSURANCE ACT

Under the Terrorism Risk Insurance Act of 2002, as amended pursuant to the Terrorism Risk Insurance Program Reauthorization Act of 2007, effective January 1, 2008 (the "Act"), you have a right to purchase insurance coverage for losses arising out of acts of terrorism...

You should know that where coverage is provided by this policy for losses resulting from "certified acts of terrorism," such losses may be partially reimbursed by the United States Government under a formula established by federal law.

You should also know that the Act, as amended, contains a \$100 Billion Cap that limits United States Government reimbursement as well as insurers' Liability for losses resulting from "certified acts of terrorism" when the amount of such losses in any one calendar year exceeds \$100 billion.

CONDITIONAL TERRORISM COVERAGE

The federal Terrorism Risk Insurance Program Reauthorization Act of 2007 is scheduled to terminate at the end of December 31, 2014, unless renewed, extended or otherwise continued by the federal government.

IN ACCORDANCE WITH THE ACT, YOU MUST CHOOSE TO SELECT OR REJECT COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" BELOW:

I hereby elect to purchase certified terrorism coverage for a premium of \$ 126.00. I understand that the federal Terrorism Risk Insurance Program Reauthorization Act of 2007 may terminate on December 31, 2014.

I hereby reject the purchase of certified terrorism coverage.

Handwritten signature of Jaime P. Benevento, Print Name JAIME P. BENEVENTO, Date 9/14/2014

Bear Corporation, Named Insured/Firm, APP15055139, Policy Number, if available

# ACORD™ ADDITIONAL INTEREST

DATE (MM/DD/YYYY)  
9/11/2014

AGENCY	PHONE (A/C, No, Ext): <b>512-343-0000</b> FAX (A/C, No): <b>512-346-1736</b>	APPLICANT (First Named Insured) <b>Bear Corporation</b>	PHONE (A/C, No, Ext):
Brown & Brown of Austin 3301 Northland Dr., Suite 301 Austin, TX 78731 Brown & Brown Commercial House			
CODE:	SUB CODE:	EFFECTIVE DATE <b>10/17/14</b>	EXPIRATION DATE <b>10/19/14</b>
AGENCY CUSTOMER ID <b>BEARC-3</b>		CO/PLAN <b>Scottsdale Insurance Company</b>	
		POLICY NUMBER: <b>CPS1859657</b>	
		ACCOUNT NUMBER:	

INTEREST	RANK:	NAME AND ADDRESS	REFERENCE #:	<input checked="" type="checkbox"/>	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER	
<input checked="" type="checkbox"/>	ADDITIONAL INSURED	City of Austin 2006 E 4th St Austin, TX 78702				LOCATION: <b>POL</b>	BUILDING:
<input type="checkbox"/>	LOSS PAYEE					VEHICLE:	BOAT:
<input type="checkbox"/>	MORTGAGEE					SCHEDULED ITEM NUMBER:	
<input type="checkbox"/>	Lienholder					OTHER	
<input type="checkbox"/>	EMPLOYEE AS LESSOR		INTEREST :				
		ITEM DESCRIPTION:					

INTEREST	RANK:	NAME AND ADDRESS	REFERENCE #:	<input checked="" type="checkbox"/>	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER	
<input checked="" type="checkbox"/>	ADDITIONAL INSURED	Fox Head Inc. 18400 Sutter Blvd. Morgan Hill, CA 95037				LOCATION: <b>POL</b>	BUILDING:
<input type="checkbox"/>	LOSS PAYEE					VEHICLE:	BOAT:
<input type="checkbox"/>	MORTGAGEE					SCHEDULED ITEM NUMBER:	
<input type="checkbox"/>	Lienholder					OTHER	
<input type="checkbox"/>	EMPLOYEE AS LESSOR		INTEREST :				
		ITEM DESCRIPTION:					

INTEREST	RANK:	NAME AND ADDRESS	REFERENCE #:	<input type="checkbox"/>	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER	
<input type="checkbox"/>	ADDITIONAL INSURED					LOCATION:	BUILDING:
<input type="checkbox"/>	LOSS PAYEE					VEHICLE:	BOAT:
<input type="checkbox"/>	MORTGAGEE					SCHEDULED ITEM NUMBER:	
<input type="checkbox"/>	Lienholder					OTHER	
<input type="checkbox"/>	EMPLOYEE AS LESSOR		INTEREST :				
		ITEM DESCRIPTION:					

INTEREST	RANK:	NAME AND ADDRESS	REFERENCE #:	<input type="checkbox"/>	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER	
<input type="checkbox"/>	ADDITIONAL INSURED					LOCATION:	BUILDING:
<input type="checkbox"/>	LOSS PAYEE					VEHICLE:	BOAT:
<input type="checkbox"/>	MORTGAGEE					SCHEDULED ITEM NUMBER:	
<input type="checkbox"/>	Lienholder					OTHER	
<input type="checkbox"/>	EMPLOYEE AS LESSOR		INTEREST :				
		ITEM DESCRIPTION:					

INTEREST	RANK:	NAME AND ADDRESS	REFERENCE #:	<input type="checkbox"/>	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER	
<input type="checkbox"/>	ADDITIONAL INSURED					LOCATION:	BUILDING:
<input type="checkbox"/>	LOSS PAYEE					VEHICLE:	BOAT:
<input type="checkbox"/>	MORTGAGEE					SCHEDULED ITEM NUMBER:	
<input type="checkbox"/>	Lienholder					OTHER	
<input type="checkbox"/>	EMPLOYEE AS LESSOR		INTEREST :				
		ITEM DESCRIPTION:					

INTEREST	RANK:	NAME AND ADDRESS	REFERENCE #:	<input type="checkbox"/>	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER	
<input type="checkbox"/>	ADDITIONAL INSURED					LOCATION:	BUILDING:
<input type="checkbox"/>	LOSS PAYEE					VEHICLE:	BOAT:
<input type="checkbox"/>	MORTGAGEE					SCHEDULED ITEM NUMBER:	
<input type="checkbox"/>	Lienholder					OTHER	
<input type="checkbox"/>	EMPLOYEE AS LESSOR		INTEREST :				
		ITEM DESCRIPTION:					

INTEREST	RANK:	NAME AND ADDRESS	REFERENCE #:	<input type="checkbox"/>	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER	
<input type="checkbox"/>	ADDITIONAL INSURED					LOCATION:	BUILDING:
<input type="checkbox"/>	LOSS PAYEE					VEHICLE:	BOAT:
<input type="checkbox"/>	MORTGAGEE					SCHEDULED ITEM NUMBER:	
<input type="checkbox"/>	Lienholder					OTHER	
<input type="checkbox"/>	EMPLOYEE AS LESSOR		INTEREST :				
		ITEM DESCRIPTION:					

GENERAL INFORMATION (continued)

BEARC-3

OP ID: SV

EXPLAIN ALL "YES" RESPONSES (For all past or present operations)	Y/N
17. ARE DAY CARE FACILITIES OPERATED OR CONTROLLED?	<input type="checkbox"/> N
18. HAVE ANY CRIMES OCCURRED OR BEEN ATTEMPTED ON YOUR PREMISES WITHIN THE LAST THREE (3) YEARS?	<input type="checkbox"/> N
19. IS THERE A FORMAL, WRITTEN SAFETY AND SECURITY POLICY IN EFFECT?	<input type="checkbox"/> N
20. DOES THE BUSINESSES' PROMOTIONAL LITERATURE MAKE ANY REPRESENTATIONS ABOUT THE SAFETY OR SECURITY OF THE PREMISES?	<input type="checkbox"/> N

REMARKS

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND [NY: SUBSTANTIAL] CIVIL PENALTIES. (Not applicable in CO, FL, HI, MA, NE, OH, OK, OR or VT. In DC, LA, ME, TN, VA and WA insurance benefits may also be denied).  
 IN FLORIDA, ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

ADDITIONAL INTEREST/CERTIFICATE RECIPIENT

ACORD 45 attached for additional names

BEARC-3

OP ID: SV

INTEREST	RANK:	NAME AND ADDRESS	REFERENCE #:	<input checked="" type="checkbox"/> CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER	
<input checked="" type="checkbox"/> ADDITIONAL INSURED		Quest ATX			LOCATION: POL	BUILDING:
<input type="checkbox"/> LOSS PAYEE		3300 Gonzales St	10815 FM 1625		VEHICLE:	BOAT:
<input type="checkbox"/> MORTGAGEE		Austin, TX 78702	AUSTIN, TX 78702		SCHEDULED ITEM NUMBER:	
<input type="checkbox"/> LIENHOLDER					OTHER	
<input type="checkbox"/> EMPLOYEE AS LESSOR						
ITEM DESCRIPTION:						

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES (For all past or present operations)	Y/N
1. ANY MEDICAL FACILITIES PROVIDED OR MEDICAL PROFESSIONALS EMPLOYED OR CONTRACTED?	<input type="checkbox"/> N
2. ANY EXPOSURE TO RADIOACTIVE/NUCLEAR MATERIALS?	<input type="checkbox"/> N
3. DO/HAVE PAST, PRESENT OR DISCONTINUED OPERATIONS INVOLVE(D) STORING, TREATING, DISCHARGING, APPLYING, DISPOSING, OR TRANSPORTING OF HAZARDOUS MATERIAL? (e.g. landfills, wastes, fuel tanks, etc)	<input type="checkbox"/> N
4. ANY OPERATIONS SOLD, ACQUIRED, OR DISCONTINUED IN LAST FIVE (5) YEARS?	<input type="checkbox"/> N
5. MACHINERY OR EQUIPMENT LOANED OR RENTED TO OTHERS?	<input type="checkbox"/> N
6. ANY WATERCRAFT, DOCKS, FLOATS OWNED, HIRED OR LEASED?	<input type="checkbox"/> N
7. ANY PARKING FACILITIES OWNED/RENTED?	<input type="checkbox"/> N
8. IS A FEE CHARGED FOR PARKING?	<input type="checkbox"/> N
9. RECREATION FACILITIES PROVIDED?	<input type="checkbox"/> N
10. IS THERE A SWIMMING POOL ON THE PREMISES?	<input type="checkbox"/> N
11. SPORTING OR SOCIAL EVENTS SPONSORED?	<input type="checkbox"/> N
12. ANY STRUCTURAL ALTERATIONS CONTEMPLATED?	<input type="checkbox"/> N
13. ANY DEMOLITION EXPOSURE CONTEMPLATED?	<input type="checkbox"/> N
14. HAS APPLICANT BEEN ACTIVE IN OR IS CURRENTLY ACTIVE IN JOINT VENTURES?	<input type="checkbox"/> N
15. DO YOU LEASE EMPLOYEES TO OR FROM OTHER EMPLOYERS?	<input type="checkbox"/> N
16. IS THERE A LABOR INTERCHANGE WITH ANY OTHER BUSINESS OR SUBSIDIARIES?	<input type="checkbox"/> N

**CONTRACTORS**

BEARC-3

OP ID: SV

EXPLAIN ALL "YES" RESPONSES (For past or present operations)					Y/N
1. DOES APPLICANT DRAW PLANS, DESIGNS, OR SPECIFICATIONS FOR OTHERS?					N
2. DO ANY OPERATIONS INCLUDE BLASTING OR UTILIZE OR STORE EXPLOSIVE MATERIAL?					N
3. DO ANY OPERATIONS INCLUDE EXCAVATION, TUNNELING, UNDERGROUND WORK OR EARTH MOVING?					N
4. DO YOUR SUBCONTRACTORS CARRY COVERAGES OR LIMITS LESS THAN YOURS?					N
5. ARE SUBCONTRACTORS ALLOWED TO WORK WITHOUT PROVIDING YOU WITH A CERTIFICATE OF INSURANCE?					N
6. DOES APPLICANT LEASE EQUIPMENT TO OTHERS WITH OR WITHOUT OPERATORS?					N
DESCRIBE THE TYPE OF WORK-SUBCONTRACTED	\$ PAID TO SUB-CONTRACTORS:	% OF WORK SUBCONTRACTED:	# FULL-TIME STAFF:	# PART-TIME STAFF:	

**PRODUCTS/COMPLETED OPERATIONS**

PRODUCTS	ANNUAL GROSS SALES	# OF UNITS	TIME IN MARKET	EXPECTED LIFE	INTENDED USE	PRINCIPAL COMPONENTS

EXPLAIN ALL "YES" RESPONSES (For any past or present product or operation) PLEASE ATTACH LITERATURE, BROCHURES, LABELS, WARNINGS, ETC.							Y/N
1. DOES APPLICANT INSTALL, SERVICE OR DEMONSTRATE PRODUCTS?							N
2. FOREIGN PRODUCTS SOLD, DISTRIBUTED, USED AS COMPONENTS? (If "YES", attach ACORD 815)							N
3. RESEARCH AND DEVELOPMENT CONDUCTED OR NEW PRODUCTS PLANNED?							N
4. GUARANTEES, WARRANTIES, HOLD HARMLESS AGREEMENTS?							N
5. PRODUCTS RELATED TO AIRCRAFT/SPACE INDUSTRY?							N
6. PRODUCTS RECALLED, DISCONTINUED, CHANGED?							N
7. PRODUCTS OF OTHERS SOLD OR RE-PACKAGED UNDER APPLICANT LABEL?							N
8. PRODUCTS UNDER LABEL OF OTHERS?							N
9. VENDORS COVERAGE REQUIRED?							N
10. DOES ANY NAMED INSURED SELL TO OTHER NAMED INSUREDS?							N



# COMMERCIAL GENERAL LIABILITY SECTION

OP ID: SV

DATE (MM/DD/YYYY)  
9/11/2014

AGENCY	PHONE (A/C, No, Ext): 512-343-0000 FAX (A/C, No): 512-346-1736	APPLICANT (First Named Insured) Bear Corporation
Brown & Brown of Austin 3301 Northland Dr., Suite 301 Austin, TX 78731 Brown & Brown Commercial House		EFFECTIVE DATE: 10/17/14    EXPIRATION DATE: 10/19/14
CODE:	SUB CODE:	DIRECT BILL: <input checked="" type="checkbox"/> PAYMENT PLAN:    AUDIT: <input type="checkbox"/>
AGENCY CUSTOMER ID: BEARC-3		FOR COMPANY USE ONLY

**COVERAGES**

**LIMITS**

<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	GENERAL AGGREGATE	\$ 2,000,000	PREMIUMS
<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE	PRODUCTS & COMPLETED OPERATIONS AGGREGATE	\$ 1,000,000	PREMISES/OPERATIONS
<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROTECTIVE	PERSONAL & ADVERTISING INJURY	\$ 1,000,000	\$
	EACH OCCURRENCE	\$ 1,000,000	PRODUCTS
	DAMAGE TO RENTED PREMISES (each occurrence)	\$ 100,000	\$
<b>DEDUCTIBLES</b>	MEDICAL EXPENSE (Any one person)	\$ 5,000	OTHER
<input type="checkbox"/> PROPERTY DAMAGE    \$	EMPLOYEE BENEFITS	\$	\$
<input type="checkbox"/> BODILY INJURY    \$			
<input type="checkbox"/>			TOTAL
OTHER COVERAGES, RESTRICTIONS AND/OR ENDORSEMENTS (For hired/non-owned auto coverages attach the applicable state Business Auto Section, ACORD 137)			\$2,288.09

**SCHEDULE OF HAZARDS**

LOC #	HAZ #	CLASSIFICATION	CLASS CODE	PREMIUM BASIS	EXPOSURE	TERR	RATE		PREMIUM	
							PREM/OPS	PRODUCTS	PREM/OPS	PRODUCTS
01	01	Special Bicycle Event- 4000 Attendees Oct. 17 to Oct 19, 2014	40059	T	11000					

RATING AND PREMIUM BASIS (P) PAYROLL - PER \$1,000/PAY (C) TOTAL COST - PER \$1,000/COST (U) UNIT - PER UNIT  
(S) GROSS SALES - PER \$1,000/SALES (A) AREA - PER 1,000/SQ FT (M) ADMISSIONS - PER 1,000/ADM (T) OTHER

**CLAIMS MADE (Explain all "Yes" responses)**

EXPLAIN ALL "YES" RESPONSES	Y/N
1. PROPOSED RETROACTIVE DATE:	
2. ENTRY DATE INTO UNINTERRUPTED CLAIMS MADE COVERAGE	
3. HAS ANY PRODUCT, WORK, ACCIDENT, OR LOCATION BEEN EXCLUDED, UNINSURED OR SELF-INSURED FROM ANY PREVIOUS COVERAGE?	<input type="checkbox"/>
4. WAS TAIL COVERAGE PURCHASED UNDER ANY PREVIOUS POLICY?	<input type="checkbox"/>

**EMPLOYEE BENEFITS LIABILITY**

1. DEDUCTIBLE PER CLAIM: \$	3. NUMBER OF EMPLOYEES COVERED BY EMPLOYEE BENEFITS PLANS:
2. NUMBER OF EMPLOYEES:	4. RETROACTIVE DATE:



PRIOR CARRIER INFORMATION

LINE	CATEGORY	CLAIMS MADE		OCCURRENCE		CLAIMS MADE		OCCURRENCE		CLAIMS MADE		OCCURRENCE		CLAIMS MADE		OCCURRENCE	
GENERAL COMMERCIAL LIABILITY	CARRIER																
	POLICY NUMBER																
	POLICY TYPE																
	RETRO DATE																
	EFF-EXP DATE																
	GENERAL AGGREGATE																
	PRODUCTS COMP OP AGGREGATE																
	PERSONAL & ADV INJ																
	EACH OCCURRENCE /																
	FIRE DAMAGE																
	MEDICAL EXPENSE																
	BODILY INJURY	OCCURRENCE															
		AGGREGATE															
	PROPERTY DAMAGE	OCCURRENCE															
		AGGREGATE															
COMBINED SINGLE LIMIT																	
MODIFICATION FACTOR																	
TOTAL PREMIUM																	
AUTOMOBILE	CARRIER																
	POLICY NUMBER																
	POLICY TYPE																
	EFF-EXP DATE																
	COMBINED SINGLE LIMIT																
	BODILY INJURY	EA PERSON															
		EA ACCIDENT															
	PROPERTY DAMAGE																
	MODIFICATION FACTOR																
	TOTAL PREMIUM																
PROPERTY	CARRIER																
	POLICY NUMBER																
	POLICY TYPE																
	EFF-EXP DATE																
	BUILDING	AMT															
	PERS PROP	AMT															
	MODIFICATION FACTOR																
TOTAL PREMIUM																	
	CARRIER																
	POLICY NUMBER																
	POLICY TYPE																
	EFF-EXP DATE																
	LIMIT																
	MODIFICATION FACTOR																
TOTAL PREMIUM																	

LOSS HISTORY

ENTER ALL CLAIMS OR LOSSES (REGARDLESS OF FAULT AND WHETHER OR NOT INSURED) OR OCCURRENCES THAT MAY GIVE RISE TO CLAIMS FOR THE PRIOR 5 YEARS (3 YEARS IN KS & NY)  CHK HERE IF NONE  SEE ATTACHED LOSS SUMMARY

DATE OF OCCURRENCE	LINE	TYPE/DESCRIPTION OF OCCURRENCE OR CLAIM	DATE OF CLAIM	AMOUNT PAID	AMOUNT RESERVED	CLAIM STATUS
						OPEN/CLSD

REMARKS NOTE: FIDELITY REQUIRES A FIVE YEAR LOSS HISTORY

See policy for forms/ednts

ATTACHMENTS

STATE SUPPLEMENT(S) (if applicable)
-------------------------------------

**GENERAL INFORMATION**

EXPLAIN ALL "YES" RESPONSES	Y/N
1a. IS THE APPLICANT A SUBSIDIARY OF ANOTHER ENTITY ?	N
1b. DOES THE APPLICANT HAVE ANY SUBSIDIARIES?	N
2. IS A FORMAL SAFETY PROGRAM IN OPERATION?	N
3. ANY EXPOSURE TO FLAMMABLES, EXPLOSIVES, CHEMICALS?	N
4. ANY CATASTROPHE EXPOSURE?	N
5. ANY OTHER INSURANCE WITH THIS COMPANY OR BEING SUBMITTED?	N
6. ANY POLICY OR COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE PRIOR THREE (3) YEARS? (Not applicable in MO)	N
7. ANY PAST LOSSES OR CLAIMS RELATING TO SEXUAL ABUSE OR MOLESTATION ALLEGATIONS, DISCRIMINATION OR NEGLIGENT HIRING?	N
8. DURING THE LAST FIVE YEARS (TEN IN RI), HAS ANY APPLICANT BEEN INDICTED FOR OR CONVICTED OF ANY DEGREE OF THE CRIME OF FRAUD, BRIBERY, ARSON OR ANY OTHER ARSON-RELATED CRIME IN CONNECTION WITH THIS OR ANY OTHER PROPERTY? (In RI, this question must be answered by any applicant for property insurance. Failure to disclose the existence of an arson conviction is a misdemeanor punishable by a sentence of up to one year of imprisonment).	N
9. ANY UNCORRECTED FIRE CODE VIOLATIONS?	N
10. ANY BANKRUPTCIES, TAX OR CREDIT LIENS AGAINST THE APPLICANT IN THE PAST FIVE (5) YEARS?	N
11. HAS BUSINESS BEEN PLACED IN A TRUST? IF "YES", NAME OF TRUST:	N
12. ANY FOREIGN OPERATIONS, FOREIGN PRODUCTS DISTRIBUTED IN USA, OR US PRODUCTS SOLD/DISTRIBUTED IN FOREIGN COUNTRIES? (If "YES", attach ACORD 815 for Liability Exposure and/or ACORD 816 for Property Exposure)	N

REMARKS/PROCESSING INSTRUCTIONS (Attach additional sheets if more space is required)

COPY OF THE NOTICE OF INFORMATION PRACTICES (PRIVACY) HAS BEEN GIVEN TO THE APPLICANT. (Not applicable in all states, consult your agent or broker for your state's requirements.)

**NOTICE OF INSURANCE INFORMATION PRACTICES - PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT POLICY RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. YOU HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND CAN REQUEST CORRECTION OF ANY INACCURACIES. A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING SUCH INFORMATION IS AVAILABLE UPON REQUEST. CONTACT YOUR AGENT OR BROKER FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US.**

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND [NY: SUBSTANTIAL] CIVIL PENALTIES. (Not applicable in CO, FL, HI, MA, NE, OH, OK, OR, or VT; in DC, LA, ME, TN, VA and WA, insurance benefits may also be denied)

IN FLORIDA, ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE ENQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

PRODUCER'S SIGNATURE	PRODUCER'S NAME (Please Print) <b>Brown &amp; Brown Commercial House</b>	STATE PRODUCER LICENSE NO (Required in Florida)
APPLICANT'S SIGNATURE <i>[Signature]</i>	DATE <b>9/14/2014</b>	NATIONAL PRODUCER NUMBER



# COMMERCIAL INSURANCE APPLICATION

OP ID: SV

DATE (MM/DD/YYYY)  
9/11/2014

## APPLICANT INFORMATION SECTION

AGENCY Brown & Brown of Austin 3301 Northland Dr., Suite 301 Austin, TX 78731 Brown & Brown Commercial House		CARRIER Scottsdale Insurance Company		NAIC CODE 41297
CONTACT NAME: <b>Brown &amp; Brown Commercial House</b>		UNDERWRITER: POLICIES OR PROGRAM REQUESTED <b>SPECIAL EVENT-GL</b>		UNDERWRITER OFFICE: POLICY NUMBER <b>CPS1859657</b>
PHONE (A/C, No, Ext): <b>512-343-0000</b>	<input checked="" type="checkbox"/>	ACCOUNTS RECEIVABLE/ VALUABLE PAPERS	ELECTRONIC DATA PROC	TRUCKERS/MOTOR CARRIER
FAX (A/C, No): <b>512-346-1736</b>		BOILER & MACHINERY	EQUIPMENT FLOATER	UMBRELLA
E-MAIL ADDRESS: <b>info@bbinsAustin.com</b>		BUSINESS AUTO	GARAGE AND DEALERS	VEHICLE SCHEDULE
CODE: SUB CODE:		COMMERCIAL GENERAL LIABILITY	GLASS AND SIGN	WORKERS COMPENSATION
AGENCY CUSTOMER ID: <b>BEARC-3</b>		CRIME/MISCELLANEOUS CRIME	INSTALLATION/BUILDERS RISK	YACHT
		DEALERS	OPEN CARGO	
		DRIVER INFO SCHEDULE	PROPERTY	
			TRANSPORTATION/ MOTOR TRUCK CARGO	

STATUS OF TRANSACTION		PACKAGE POLICY INFORMATION				
<input type="checkbox"/> QUOTE	<input type="checkbox"/> ISSUE POLICY	<input type="checkbox"/> RENEW	ENTER THIS INFORMATION WHEN COMMON DATES AND TERMS APPLY TO SEVERAL LINES, OR FOR MONOLINE POLICIES.			
BOUND (Give Date and/or Attach Copy):		PROPOSED EFF DATE	PROPOSED EXP DATE	BILLING PLAN	PAYMENT PLAN	AUDIT
CHANGE DATE	TIME	<input checked="" type="checkbox"/> AM	<b>10/17/14</b>	<b>10/19/14</b>	<input checked="" type="checkbox"/> DIRECT BILL	
CANCEL	<b>12:00</b>	<input type="checkbox"/> PM			<input checked="" type="checkbox"/> AGENCY BILL	PACKAGE POLICY PREMIUM: \$

APPLICANT INFORMATION		MAILING ADDRESS INCL ZIP+4 (of First Named Insured)	
NAME (First Named Insured & Other Named Insureds) <b>Bear Corporation</b>		<del>4204 Manchaca</del> <b>13502 PUMICE ST</b> <del>Austin, TX 78704</del> <b>NORWALK CA 90650</b>	
FEIN OR SOC SEC # (of First Named Insured):	PHONE (A/C, No, Ext): <b>201-421-5588</b>	WEBSITE ADDRESS(ES):	
E-MAIL ADDRESS(ES): <b>toast@odysseybmx.com</b>	INDIVIDUAL <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/>		DATE BUS STARTED
PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/>	SUBCHAPTER "S" CORPORATION NOT FOR PROFIT ORG <input type="checkbox"/>	LLC <input type="checkbox"/> NO. OF MEMBERS AND MANAGERS	CR BUREAU NAME:
INSPECTION CONTACT: <b>Jamie</b>		ACCOUNTING RECORDS CONTACT: <b>Jamie</b>	
PHONE (A/C, No, Ext): <b>201-421-5588</b>	E-MAIL ADDRESS: <b>toast@odysseybmx.com</b>	PHONE (A/C, No, Ext): <b>201-421-5588</b>	E-MAIL ADDRESS: <b>toast@odysseybmx.com</b>

PREMISES INFORMATION		ACORD 823 attached for additional premises						
LOC #	BLD #	STREET, CITY, COUNTY, STATE, ZIP+4	CITY LIMITS	INTEREST	YR BUILT	# EMPLOYEES	ANNUAL REVENUES	% OCCUPIED
01	01	<b>3300 Gonzales 10815 FM 1625 Austin TX 78702 78747</b>	INSIDE	OWNER		1		
			OUTSIDE	TENANT				
				<input checked="" type="checkbox"/> event				
			INSIDE	OWNER				
			OUTSIDE	TENANT				
			INSIDE	OWNER				
			OUTSIDE	TENANT				
			INSIDE	OWNER				
			OUTSIDE	TENANT				

NATURE OF BUSINESS/DESCRIPTION OF OPERATIONS BY PREMISE(S)	
01	01 TX Toast Jam. <sup>IV</sup> Special Event Bicycle



SCOTTSDALE INSURANCE COMPANY®

**POLICYHOLDER DISCLOSURE**

**NOTICE OF TERRORISM  
INSURANCE COVERAGE**

**TERRORISM RISK INSURANCE ACT**

Under the Terrorism Risk Insurance Act of 2002, as amended pursuant to the Terrorism Risk Insurance Program Reauthorization Act of 2007, effective January 1, 2008 (the "Act"), you have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act. The term "certified acts of terrorism" means any act that is certified by the Secretary of the Treasury—in concurrence with the Secretary of State, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that where coverage is provided by this policy for losses resulting from "certified acts of terrorism," such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the Federal Government under the Act.

You should also know that the Act, as amended, contains a \$100 Billion Cap that limits United States Government reimbursement as well as insurers' Liability for losses resulting from "certified acts of terrorism" when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

**CONDITIONAL TERRORISM COVERAGE**

The federal Terrorism Risk Insurance Program Reauthorization Act of 2007 is scheduled to terminate at the end of December 31, 2014, unless renewed, extended or otherwise continued by the federal government. Should you select Terrorism Coverage provided under the Act and the Act is terminated December 31, 2014, any terrorism coverage as defined by the Act provided in the policy will also terminate.

**IN ACCORDANCE WITH THE ACT, YOU MUST CHOOSE TO SELECT OR REJECT COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" BELOW:**

I hereby elect to purchase certified terrorism coverage for a premium of \$ 126.00.  
I understand that the federal Terrorism Risk Insurance Program Reauthorization Act of 2007 may terminate on December 31, 2014. Should that occur my coverage for terrorism as defined by the Act will also terminate.

I hereby reject the purchase of certified terrorism coverage.

James P. Dentato  
Policyholder/Applicant's Signature  
JAIME P. DENTATO  
Print Name  
9/14/2014  
Date

Bear Corporation  
Named Insured/Firm  
APP15055139  
Policy Number, if available

**STATEMENT ACKNOWLEDGING THAT COVERAGE HAS  
BEEN PLACED WITH A NON-ADMITTED CARRIER**

September 11, 2014

Bear Corporation  
~~Taj Lucas Mihelich~~ JAIME BENEVENTO  
~~4204 Manchaca~~ 2915 GARWOOD ST.  
Austin, TX 787042

RE: Special Event Coverage  
Effective: 10/17/2014

The undersigned hereby acknowledges that (s)he has instructed Brown & Brown, Inc. to place insurance coverage(s) with a surplus lines company and understands that the insurance coverage(s) written are **not** subject to the protection and benefits of the (state) Insurance Guaranty Association.

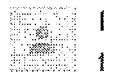
JAIME P. BENEVENTO  
Name of Insured/Title

9/14/2014  
Signature/Date



TCSO\_SUPPORTletter.png

**BMX I**



FW: Texas Toast BMX Contest Mass Gathering Permit Inbox x

David Greear

8:57 AM (1 hour ago) ☆



to Tony, me

Tony,

Transportation and Natural Resources has reviewed the attach traffic control plan for the Texas Toast BMX Contest Mass Gathering Permit and we approve the plan.

**From:** Texas Toast [mailto:[toast@odyssevbm.com](mailto:toast@odyssevbm.com)]**Sent:** Wednesday, September 17, 2014 2:44 PM**To:** David Greear**Subject:** Re: Texas Toast BMX Contest Mass Gathering Permit

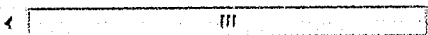
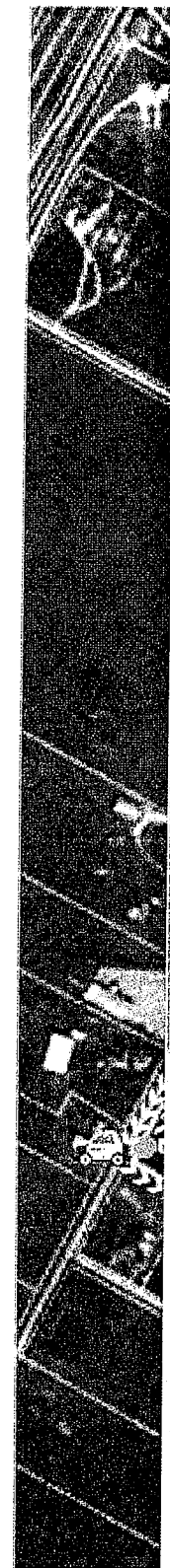
Hi David

Here is our updated site plan. Again let me know if you have any questions about it or need modifications. Thanks for your time!

Jaime



SITE\_final.pdf





## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 7, 2014

**Prepared By:** David Greear **Phone #:** (512) 854-7650

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

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

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

**AGENDA LANGUAGE:** Receive comments regarding the temporary closure of Johnson Road in Precinct One to reconstruct the roadway beginning October 15, 2014, and continuing through December 31, 2014, or until construction is completed.

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

Johnson Road has been selected by our Pavement Management team for reconstruction needs. The roadway will be reconstructed down to a depth of 25 inches with cement stabilized base material and subsequent layers of asphaltic overlay.

### **STAFF RECOMMENDATIONS:**

Staff recommends closing Johnson Road to through traffic for this construction. Residents who live along Johnson Road will be provided local access to their property. This recommendation is made in accordance with Chapter 251 of the Transportation Code.

### **ISSUES AND OPPORTUNITIES:**

This road closure is necessary due to the depth of the roadway that has to be removed. This closure will require a one mile detour of all through traffic. Local traffic will still have ingress/egress to their individual properties.

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

This closure will require some work by Travis County road maintenance crews to post public notices and necessary detour routing signs at the site.

### **ATTACHMENTS/EXHIBITS:**

Detour Map

Picture of Posted Signs

Affidavit

**REQUIRED AUTHORIZATIONS:**

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

**CC:**

Don Ward, TNR	TCSO Dispatch (512-854-9770)	Greg Hamilton, Sheriff (512-854-9770)	
David Greear, TNR	ESD 12 - Manor VFD (512-272-4995)	Manor ISD (512-278-4085)	

: :  
**0101 - Administrative -**



# Travis County Commissioners Court Agenda Request

**Meeting Date:** October 7, 2014

**Prepared By:** David Greear **Phone #:** 854-7650

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

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

**Sponsoring Court Member:** Commissioner Gomez, Precinct Four

**AGENDA LANGUAGE:** Receive comments regarding contraflow operations on Pearce Lane from Kellam Road to Ross Road with regards to post event traffic operations of the Formula One Grand Prix November 2, 2014 in Precinct Four.

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

Circuit of the Americas (CoTA) has submitted a transportation plan for the 2014 Formula One Grand Prix that summarizes their approach for getting 120,000 spectators to and from the race. The plan includes different modes and routes of transportation including the use of contraflow operations on Pearce Lane. Post event on November 2nd, CoTA plans to utilize both lanes on Peace Lane and send all traffic westbound from Kellam Road to Ross Road from 12:00pm to 7:00pm. All traffic control setup and traffic control officers will be the responsibility of CoTA. See attached traffic control plans in the back-up materials.

## **STAFF RECOMMENDATIONS:**

TNR staff recommends approval of contraflow operations.

## **ISSUES AND OPPORTUNITIES:**

N/A

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

All costs for developing and implementing the Transportation Plan are borne by CoTA. This will require some work by Travis County road maintenance crews to post public notices.

## **ATTACHMENTS/EXHIBITS:**

Transportation Plan

## **REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429


**CC:**

Don Ward, TNR	TCSO Dispatch (512-854-9770) +3	ESD #11 512-243-3477	
David Greear, TNR	Michael Hemby TCSO Planning	Stepahanie Jensen COA Public Safety GIS, (512-974-6446)	

:  
:  
**0101 - Administrative -**



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 7, 2014

**Prepared By/Phone Number:** Melissa Velasquez, Judge's Office, x49555

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

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

### **AGENDA LANGUAGE:**

CONSIDER AND TAKE APPROPRIATE ACTION ON A RESOLUTION TO THE TEXAS DEPARTMENT OF AGRICULTURE IN SUPPORT OF A GRANT FOR MEALS ON WHEELS AND MORE.

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

This resolution is part of the grant application Meals On Wheels and More sends each year to the Texas Department of Agriculture. The Texas Department of Agriculture has a pot of money that they distribute to home-delivered meal programs that get reimbursed from their respective counties for delivering meals to homebound citizens (Texans Feeding Texans: Home-Delivered Meal Grant Program). For Meals On Wheels and More, the grant from TDA is a huge part of their meal-delivery program. To apply for funding, TDA requires that they receive a resolution from Travis County.

The amount Meals On Wheels and More received from the County was \$167,376.

**Dan Pruett from Meals On Wheels and More will be attending the meeting to receive the resolution.**

### **STAFF RECOMMENDATIONS:**

Recommend approval.

# Resolution



## RESOLUTION AUTHORIZING COUNTY GRANT

TEXAS DEPARTMENT OF AGRICULTURE  
HOME-DELIVERED MEAL GRANT PROGRAM

A RESOLUTION OF THE COUNTY OF TRAVIS, TEXAS CERTIFYING THAT THE COUNTY HAS MADE A GRANT TO **MEALS ON WHEELS AND MORE**, AN ORGANIZATION THAT PROVIDES HOME-DELIVERED MEALS TO HOMEBOUND PERSONS IN THE COUNTY WHO ARE ELDERLY AND/OR HAVE A DISABILITY CERTIFYING THAT THE COUNTY HAS APPROVED THE ORGANIZATION'S ACCOUNTING SYSTEM OR FISCAL AGENT.

**WHEREAS**, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services to homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program (the "Program");

**WHEREAS**, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

**WHEREAS**, the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds.

**NOW, THEREFORE, BE IT RESOLVED THAT WE, THE MEMBERS OF THE TRAVIS COUNTY COMMISSIONERS COURT**, do hereby certify that Travis County has made a grant to the Organization in the amount of \$167,376, to be used between the 1<sup>st</sup> day of January, 2014 and the 31<sup>st</sup> day of December, 2014; that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability; and that Travis County has approved the Organization's accounting system or fiscal agent.

**BE IT FURTHER RESOLVED** that the Travis County Commissioners Court urges the Texas Department of Agriculture to provide the requested grant funding to Meals on Wheels and More.

Signed and entered this 7<sup>th</sup> day of October, 2014.

\_\_\_\_\_  
SAMUEL T. BISCOE  
Travis County Judge

\_\_\_\_\_  
RON DAVIS  
Commissioner, Pct. 1

\_\_\_\_\_  
BRUCE TODD  
Commissioner, Pct. 2

\_\_\_\_\_  
GERALD DAUGHERTY  
Commissioner, Pct. 3

\_\_\_\_\_  
MARGARET J. GÓMEZ  
Commissioner, Pct. 4



## Travis County Commissioners Court Agenda Request

**Meeting Date:** 10/7/2014

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

**Elected/Appointed Official/Dept. Head:** Hershel Lee, Fire Marshal

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

**AGENDA LANGUAGE: CONSIDER AND TAKE APPROPRIATE ACTION ON A PROCLAMATION DECLARING OCTOBER 5-11, 2014 AS "FIRE PREVENTION WEEK" IN TRAVIS COUNTY.**

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

**STAFF RECOMMENDATIONS:**

**ISSUES AND OPPORTUNITIES:**

**FISCAL IMPACT AND SOURCE OF FUNDING:**

**REQUIRED AUTHORIZATIONS:**

Hershel Lee

Danny Hobby

Commissioners Court



# TRAVIS COUNTY FIRE MARSHAL'S OFFICE

**HERSHEL LEE, FIRE MARSHAL**  
P. O. BOX 1748, AUSTIN, TEXAS 78767  
(512) 854-4621, FAX (512) 854-6471



## MEMORANDUM

**To:** Travis County Commissioners Court  
**From:** Hershel Lee, Travis County Fire Marshal  
**Date:** October 7, 2014  
**Subject:** Fire Prevention Week

October 5-11, 2014 is Fire Prevention Week. Fire Prevention Week was established to commemorate the Great Chicago Fire from 1871. That fire killed more than 250 people, left 100,000 homeless and destroyed more than 17,400 structures.

The focus of Fire Prevention Week in 2014 is "Working Smoke Alarms Save Lives: Test Yours Every Month!"

- In 2012, home fires killed more than 2,300 people in the United States, according to the National Fire Protection Association (NFPA), and fire departments in the United States responded to 365,000 home fires.
- Working smoke alarms cut the risk of dying in reported home fires in half.
- Three out of five home fire deaths result from fires in properties without working smoke alarms.
- When smoke alarms should have operated but did not do so it was usually because batteries were missing, disconnected, or dead.
- Travis County residents who plan and practice a home fire escape plan are more prepared and be more likely to survive a fire.
- Travis County residents are urged to test their smoke alarms at least every month by pushing the test button.

Travis County Fire Officials want to remind everyone that there are steps they can take to increase their safety from fire in their homes.

Smoke Alarms – PUT A FINGER ON IT!

# Travis County Commissioners Court



# Proclamation

WHEREAS, Travis County is committed to ensuring the safety and security of all those living in and visiting our county; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed more than 2,300 people in the United States in 2012, according to the National Fire Protection Association (NFPA), and fire departments in the United States responded to 365,000 home fires; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, three out of five home fire deaths result from fires in properties without working smoke alarms; and

WHEREAS, when smoke alarms should have operated but did not do so it was usually because batteries were missing, disconnected, or dead; and

WHEREAS, Travis County's residents should install smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home; and

WHEREAS, Travis County's residents should install smoke alarms and alert devices that meet the needs of people who are deaf or hard of hearing; and

WHEREAS, Travis County's residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, Travis County's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, Travis County's residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2014 Fire Prevention Week theme, "Working Smoke Alarms Save Lives: Test Yours Every Month!" effectively serves to remind us that we need working smoke alarms to give us the time to get out safely.

THEREFORE, WE, THE TRAVIS COUNTY COMMISSIONERS COURT, DO HEREBY PROCLAIM OCTOBER 5-11, 2014, AS FIRE PREVENTION WEEK THROUGHOUT THIS COUNTY, AND WE URGE ALL THE PEOPLE OF TRAVIS COUNTY TO TEST THEIR SMOKE ALARMS AT LEAST EVERY MONTH BY PUSHING THE TEST BUTTON.

SIGNED AND ENTERED ON THE 7<sup>TH</sup> DAY OF OCTOBER 2014.

\_\_\_\_\_  
SAMUEL T. BISCOE  
Travis County Judge

\_\_\_\_\_  
RON DAVIS  
Commissioner, Pct. 1

\_\_\_\_\_  
BRUCE TODD  
Commissioner, Pct. 2

\_\_\_\_\_  
GERALD DAUGHERTY  
Commissioner, Pct. 3

\_\_\_\_\_  
MARGARET GÓMEZ  
Commissioner, Pct. 4



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 7, 2014

**Prepared By:** David Greear **Phone #:** (512) 854-7650

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

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

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

**AGENDA LANGUAGE:** Consider and take appropriate action regarding the temporary closure of Johnson Road in Precinct One to reconstruct the roadway beginning October 15, 2014, and continuing through December 31, 2014, or until construction is completed.

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

Johnson Road has been selected by our Pavement Management team for reconstruction needs. The roadway will be reconstructed down to a depth of 25 inches with cement stabilized base material and subsequent layers of asphaltic overlay.

### **STAFF RECOMMENDATIONS:**

Staff recommends closing Johnson Road to through traffic for this construction. Residents who live along Johnson Road will be provided local access to their property. This recommendation is made in accordance with Chapter 251 of the Transportation Code.

### **ISSUES AND OPPORTUNITIES:**

This road closure is necessary due to the depth of the roadway that has to be removed. This closure will require a one mile detour of all through traffic. Local traffic will still have ingress/egress to their individual properties.

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

This closure will require some work by Travis County road maintenance crews to post public notices and necessary detour routing signs at the site.

### **ATTACHMENTS/EXHIBITS:**

Detour Map

Pictures of signs

Affidavit of posting

**REQUIRED AUTHORIZATIONS:**

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

**CC:**

Don Ward, TNR	TCSO Dispatch (512-854-9770)	Greg Hamilton, Sheriff (512-854-9770)	
David Greear, TNR	ESD 12 - Manor VFD (512-272-4995)	Manor ISD (512-278-4085)	

: :  
**0101 - Administrative -**



# Travis County Commissioners Court Agenda Request

**Meeting Date:** October 7, 2014

**Prepared By:** David Greear **Phone #:** 854-7650

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

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

**Sponsoring Court Member:** Commissioner Gomez, Precinct Four

**AGENDA LANGUAGE:** Consider and take appropriate action regarding contraflow operations on Pearce Lane from Kellam Road to Ross Road with regards to post event traffic operations of the Formula One Grand Prix November 2, 2014 in Precinct Four.

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

Circuit of the Americas (CoTA) has submitted a transportation plan for the 2014 Formula One Grand Prix that summarizes their approach for getting 120,000 spectators to and from the race. The plan includes different modes and routes of transportation including the use of contraflow operations on Pearce Lane. Post event on November 2nd, CoTA plans to utilize both lanes on Peace Lane and send all traffic westbound from Kellam Road to Ross Road from 12:00pm to 7:00pm. All traffic control setup and traffic control officers will be the responsibility of CoTA. See attached traffic control plans in the back-up materials.

## **STAFF RECOMMENDATIONS:**

TNR staff recommends approval of contraflow operations.

## **ISSUES AND OPPORTUNITIES:**

N/A

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

All costs for developing and implementing the Transportation Plan are borne by CoTA. This will require some work by Travis County road maintenance crews to post public notices.

## **ATTACHMENTS/EXHIBITS:**

Transportation Plan

## **REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	854-4239
------------------	-------------------	-----	----------

Steve Manilla	County Executive	TNR	854-9429

**CC:**

Don Ward, TNR	TCSO Dispatch (512-854-9770) +3	ESD #11 512-243-3477	
David Greear, TNR	Michael Hemby TCSO Planning	Stepahanie Jensen COA Public Safety GIS, (512-974-6446)	

: :  
**0101 - Administrative -**



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 7, 2014

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

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

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

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

**AGENDA LANGUAGE:** Consider and take appropriate action on multiple Cash Security Agreements with Gehan Homes LTD., for sidewalk fiscal for Commons at Rowe Lane Phase 4A, in Precinct One.

- A) Lot 19 Blk FF;
- B) Lot 16 Blk P;
- C) Lot 7 Blk P;
- D) Lot 8 Blk P; and
- E) Lot 6 Blk Q.

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

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

### **STAFF RECOMMENDATIONS:**

Gehan Homes LTD., proposes to use these Cash Security Agreements for the selected lots, as follows: Commons at Rowe Lane Phase 4A, to post sidewalk fiscal where the sidewalks have not been completed in this subdivision.

- A) Lot 19 Blk FF, 2805 Fresh Springs Hollow, \$975.00;
- B) Lot 16 Blk P, 2921 Fresh Spring Rd, \$975.00;
- C) Lot 7 Blk P, 3004 Windy Vane Dr, \$975.00;
- D) Lot 8 Blk P, 3008 Windy Vane Dr, \$975.00; and
- E) Lot 6 Blk Q, 2908 Fresh Spring Rd, \$975.00.

### **ISSUES AND OPPORTUNITIES:**

None

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

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

**ATTACHMENTS/EXHIBITS:**

Cash Security Agreements

Map of lots

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Anna Bowlin	Division Director Development Services Long Range Planning	TNR	(512) 854-7561
Stacey Scheffel	Permits Program Manager	TNR	(512) 854-7565

**CC:**

Tim Pautsch	Engineering Specialist	TNR	(512) 854-7689

**TP:AB:tp**

**1101 - Development Services Long Range Planning - Commons at Rowe Lane Phase 4A**



§ EXHIBIT 82.401 (C)

**CASH SECURITY AGREEMENT - SIDEWALKS**

TO: Travis County, Texas

DEVELOPER/BUILDER: Gehan Homes

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 975,00

ADDRESS: 2805 Fresh Springs Hollow LOT: 19 BLOCK FF

SUBDIVISION: Commons of Rowe Lane 4A

DATE OF POSTING: The 3 Day of September, 2014

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

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

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

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

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

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

Cash Security Agreement - Sidewalks

DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY:  *Tina [Signature]*

Gehan Homes, LTD

PRINT: Nina Lozano

3815 S Capital of TX Hwy #275

TITLE: Purchasing Coordinator

Austin Texas 78704

PHONE: 512-330-9364 x4219

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

Date

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

\_\_\_\_\_  
Date

§ EXHIBIT 82.401 (C)

**CASH SECURITY AGREEMENT - SIDEWALKS**

TO: Travis County, Texas

DEVELOPER/BUILDER: Gehan Homes

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 975.00 ✓ # 00326715

ADDRESS: 2921 Fresh Spring Rd. LOT: 16 BLOCK: P

SUBDIVISION: Commons of Rowe Lane 4A

DATE OF POSTING: The 10 Day of September, 2014

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

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

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

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

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

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Cash Security Agreement - Sidewalks

DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY: X Terry Kinnell

Gehan Homes, LTD

PRINT: Terry Kinnell

3815 S Capital of TX Hwy #275

TITLE: Purchasing Coordinator

Austin Texas 78704

PHONE: 512-330-9366 X4217

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

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

\_\_\_\_\_  
Date

§ EXHIBIT 82.401 (C)

**CASH SECURITY AGREEMENT - SIDEWALKS**

TO: Travis County, Texas

DEVELOPER/BUILDER: Gehan Homes

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 975.00

ADDRESS: 3004 Windy Vane Dr. LOT: 7 BLOCK: P

SUBDIVISION: Commons of Rowe Lane 4A

DATE OF POSTING: The 3 Day of September, 2014

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

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

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

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Cash Security Agreement - Sidewalks

DEVELOPER/BUILDER

BY:  Nina Lozano

PRINT: Nina Lozano

TITLE: Purchasing Coordinator

PHONE: 512-330-9366x429

COMPANY NAME & ADDRESS

Gehan Homes, LTD

3815 S Capital of TX Hwy #275

Austin Texas 78704

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

Date

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

\_\_\_\_\_  
Date

§ EXHIBIT 82.401 (C)

**CASH SECURITY AGREEMENT - SIDEWALKS**

TO: Travis County, Texas

DEVELOPER/BUILDER: Gehan Homes

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 975.00

ADDRESS: 3008 Windy Vane Dr. LOT: 8 BLOCK: P

SUBDIVISION: Commons of Rowe Lane 4A

DATE OF POSTING: The 3 Day of September, 2014

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

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

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Cash Security Agreement - Sidewalks

DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY:  Nina Lozano

Gehan Homes, LTD

PRINT: Nina Lozano

3815 S Capital of TX Hwy #275

TITLE: Purchasing Coordinator

Austin Texas 78704

PHONE: 512-330-9366 x4219

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

Date

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

\_\_\_\_\_  
Date



§ EXHIBIT 82.401 (C)

**CASH SECURITY AGREEMENT - SIDEWALKS**

TO: Travis County, Texas

DEVELOPER/BUILDER: Gehan Homes

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 975.00

ADDRESS: 2908 Fresh Spring Rd LOT: 6 BLOCK: Q

SUBDIVISION: Commons of Rowe Lane 4A

DATE OF POSTING: The 22 Day of September, 20 14

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

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

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Cash Security Agreement - Sidewalks

DEVELOPER/BUILDER

BY:  Nina Lopez

PRINT: Nina Lopez

TITLE: PC

PHONE: 512-330-9364 x4211

COMPANY NAME & ADDRESS

Gehan Homes, LTD

3815 S Capital of TX Hwy #275

Austin Texas 78704

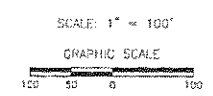
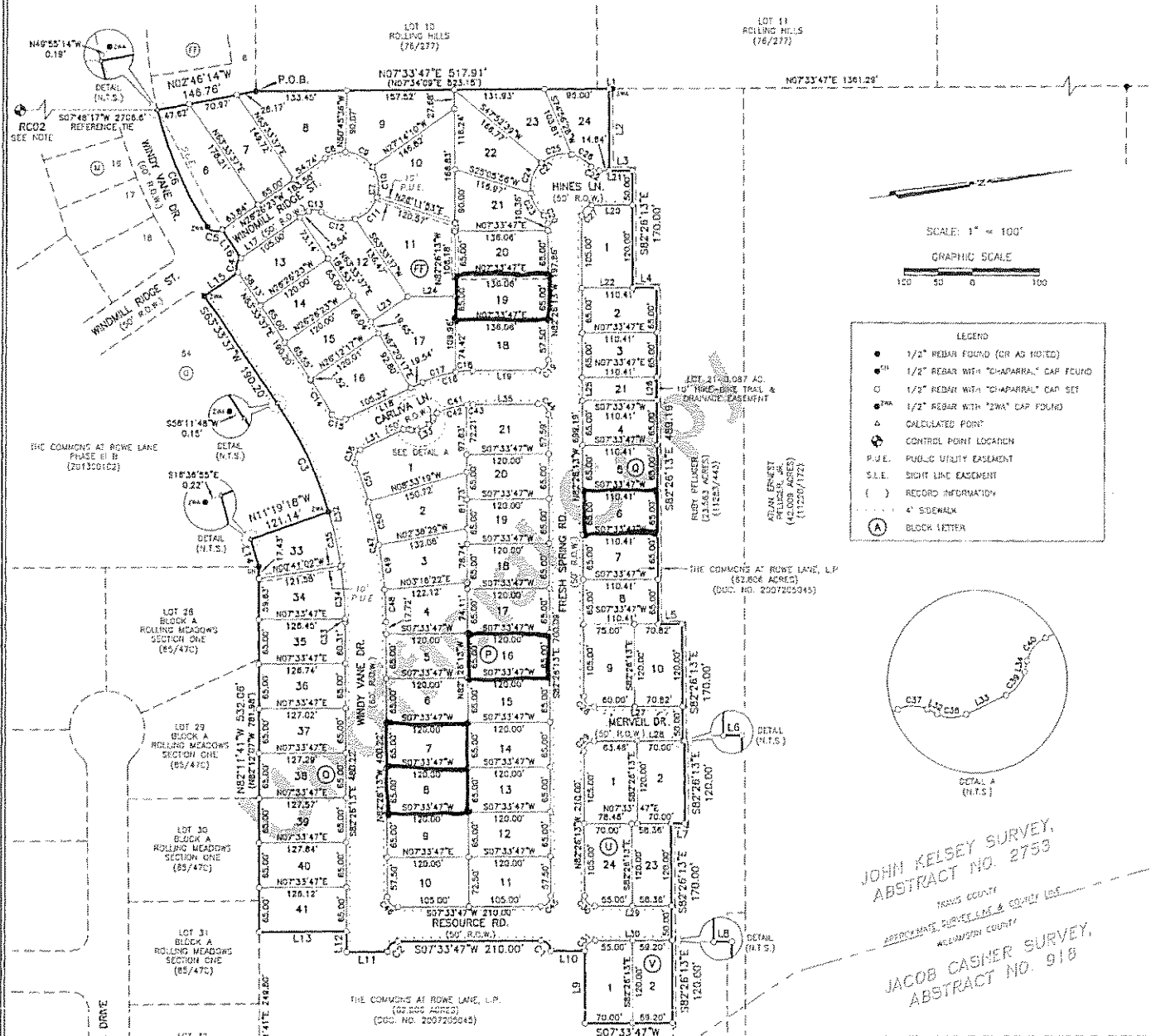
APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: \_\_\_\_\_  
Date

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

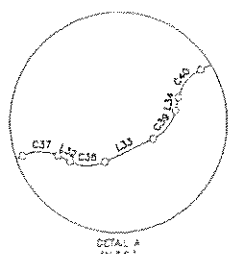
\_\_\_\_\_  
Date

201400073

FINAL PLAT:  
THE COMMONS AT ROWE LANE PHASE IV A  
TRAVIS COUNTY, TEXAS



- LEGEND
- 1/2" REBAR FOUND (OR AS NOTED)
  - 1/2" REBAR WITH "CHAPARRAL" CAP FOUND
  - 1/2" REBAR WITH "CHAPARRAL" CAP SET
  - 1/2" REBAR WITH "ZINK" CAP FOUND
  - △ CALCULATED POINT
  - CONTROL POINT LOCATION
  - P.U.E. PUBLIC UTILITY EASEMENT
  - S.L.E. SIGHT LINE EASEMENT
  - ( ) RECORD INFORMATION
  - 4' SIDEWALK
  - (A) BLOCK LETTER



JOHN KELSEY SURVEY,  
ABSTRACT NO. 2753  
TRAVIS COUNTY  
APPROXIMATE SURVEY LINE & SECTION LINE

JACOB CASHIER SURVEY,  
ABSTRACT NO. 918  
ALLAMANCHI COUNTY

OWNER:  
THE COMMONS AT ROWE LANE, L.P.  
2929 WEST 9TH STREET, SUITE A  
FORT WORTH, TEXAS 76127  
817-332-9600

TOTAL ACREAGE: 17.419 ACRES  
JOHN KELSEY SURVEY, ABSTRACT NO. 2753  
TOTAL NUMBER OF LOTS: 66  
SINGLE FAMILY LOTS: 65  
HICK-BIKE TRAIL & DRAINAGE EASEMENT LOTS: 1

BLOCK FF: 19 LOTS (4,454 AC.)  
BLOCK D: 9 LOTS (1,716 AC.)  
BLOCK P: 21 LOTS (4,056 AC.)  
BLOCK Q: 11 LOTS (1,846 AC.)  
BLOCK U: 4 LOTS (1,269 AC.)  
BLOCK V: 2 LOTS (0,355 AC.)

R.O.W. AREA: 4,189 AC.  
LINEAR FEET OF NEW ROADWAY 3433 LF.

CAROLINA LANE: 370 LF.  
FRESH SPRING ROAD: 1109 LF.  
FINES LANE: 100 LF.  
RESOURCE ROAD: 448 LF.  
MERVEL DRIVE: 171 LF.  
WINDMILL RIDGE STREET: 229 LF.  
WINDY VANE DRIVE: 1026 LF.

ATLAV PFLUGER  
(136.1 ACRES)  
(829/605)

CHAPARRAL CONTROL POINT "R002"  
4" ALUMINUM DISK SET IN ASPHALT, 4"  
NORTH OF CURB AT THE END OF A  
MEDIAN AT THE NORTH TERMINUS OF  
CASA NAVARRO DRIVE

SURFACE COORDINATES:  
N 10151283.59  
E 3167459.84

TEXAS CENTRAL ZONE STATE  
PLANE COORDINATES:  
N 10150144.45  
E 3152344.35

ELEVATION = 882.47'  
VERTICAL DATUM: NAVD 88 (GEOID 89)

COMBINED SCALE FACTOR = 0.999987783  
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000112229  
(FOR GRID TO SURFACE CONVERSION)

SCALED ABOUT O.G.  
TEXAS CENTRAL ZONE 4203  
MERCATOR  
MERCATOR  
MERCATOR

THIS IS A SURFACE DRAWING BEARING  
BACK: GRID AZIMUTH FOR TEXAS CENTRAL  
ZONE, 1983/93 MARK VALUES FROM  
LOCA CONTROL NETWORK.



REVISION DATE:	DESCRIPTION:

**GRAY ENGINEERING**

8934 N. Capital of Texas Hwy.  
Austin, Texas 78759  
Suite 240  
(512)452-0371  
FAX (512)454-9933  
TPE FIRM #2946

**Chaparral**  
Professional Land Surveying, Inc.  
3500 McCall Lane  
Austin, Texas 78744  
512-443-1724

PROJECT NO:  
897-007

DRAWING NO.:

897-007-IV-A

PLOT DATE:  
1/17/2014

PLOT SCALE:  
1"=100'

DRAWN BY:  
EJD

SHEET  
02 OF 05

**Travis County Commissioners Court Agenda Request****Meeting Date:** October 7, 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 Davis, Precinct One

**AGENDA LANGUAGE:** Consider and take appropriate action on a plat for recording: Rowe Lane Estates Section Two Amended Plat of Lots 19 & 20 (Amended Plat - two total lots - Hodde Lane - City of Pflugerville ETJ) in Precinct One.

**BACKGROUND/SUMMARY OF REQUEST:**

This final plat consists of two single family lots on 6.2 acres. There are no new public or private streets proposed with this amended plat, water service will be provided by Manville Water Supply Corporation, and wastewater service will be provided by individual on-site septic facilities. Parkland fees in lieu of dedication were paid with the original plat and are not required with the amended plat.

**STAFF RECOMMENDATIONS:**

As this amended plat was approved by the City of Pflugerville on September 10, 2014, staff recommends approval of the amended plat.

**ISSUES AND OPPORTUNITIES:**

Staff has not registered any interested parties nor received any inquiries for this project.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

N/A

**ATTACHMENTS/EXHIBITS:**

Precinct map  
Location map  
Existing final plat  
Proposed final plat

**REQUIRED AUTHORIZATIONS:**

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

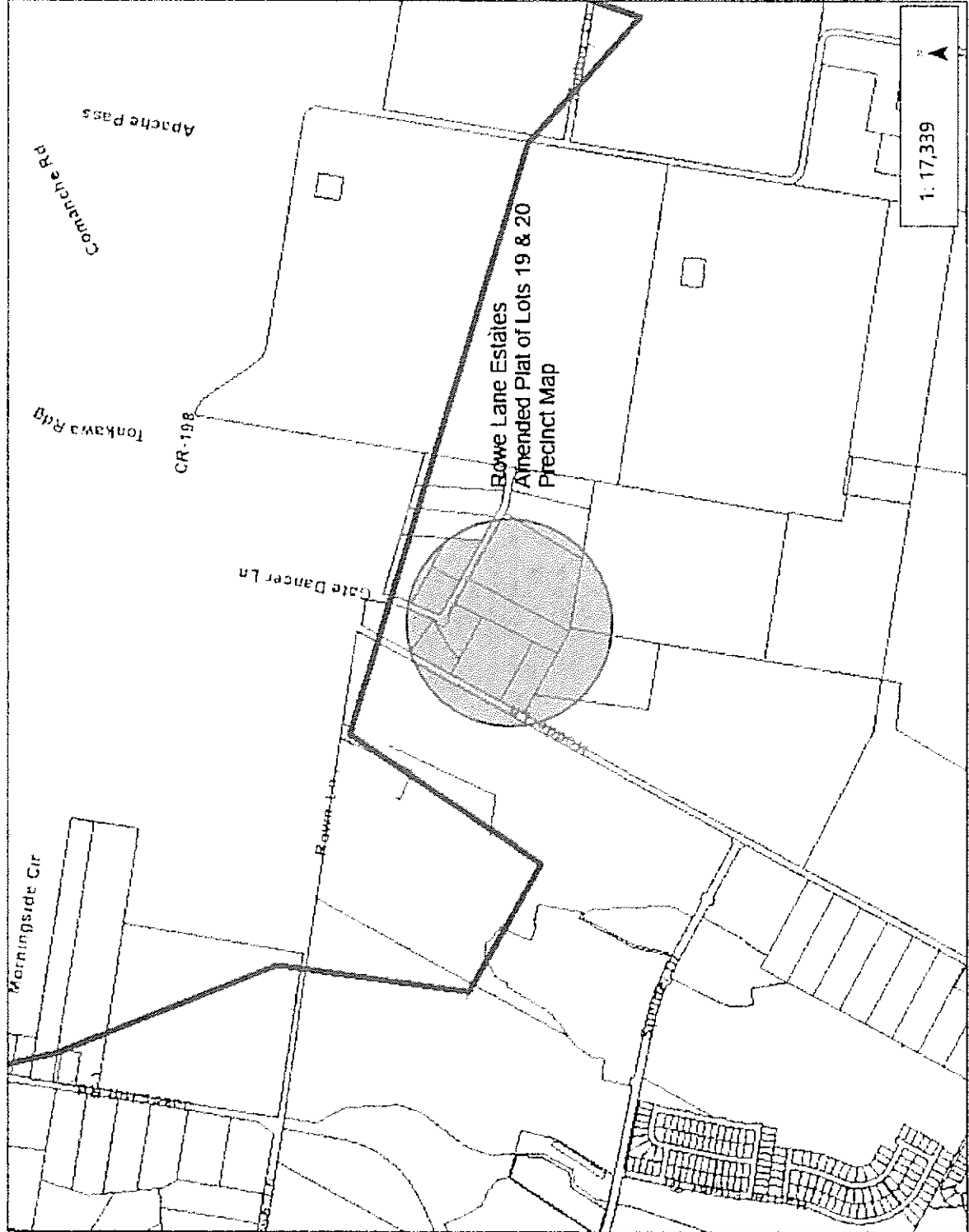
**CC:**


**SM:AB:mh**

**1101 - Development Services Long Range Planning - Rowe Lane Estates Section 2  
Amended Plat of Lots 19 & 20**



Your Organization

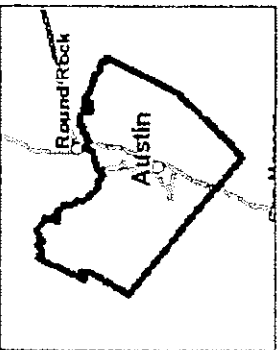


1: 17,339

0.5 Miles  
0.27  
0

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**

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
© Latitude Geographics Group Ltd



Legend  
 TCAD Parcels

Notes  
 Enter your Notes.

ADDRESS : 20909 HODDE LANE  
PFLUGERVILLE, TEXAS 78660  
OWNER : RANDALL AND CAROLYN NEIHEISER  
TITLE CO : N/A  
GF NO : N/A  
LENDER : N/A  
JOB NO : TC14169  
DATE : 06/17/2014

*VICINITY MAP*  
**ROWE LANE ESTATES SECTION TWO,  
AMENDED PLAT OF LOTS 19 & 20  
TRAVIS COUNTY, TEXAS**



**LOCATION MAP**  
(NOT TO SCALE)

**DODD**  
SURVEYING & MAPPING CO.  
112 WEST PECAN STREET  
PFLUGERVILLE, TX 78660  
(512) 843-3633  
www.DoddSurveying.com

17.5 ROWE LANE ESTATES SECTION TWO (EXISTING PLAT) S64°16'12" 111.41'

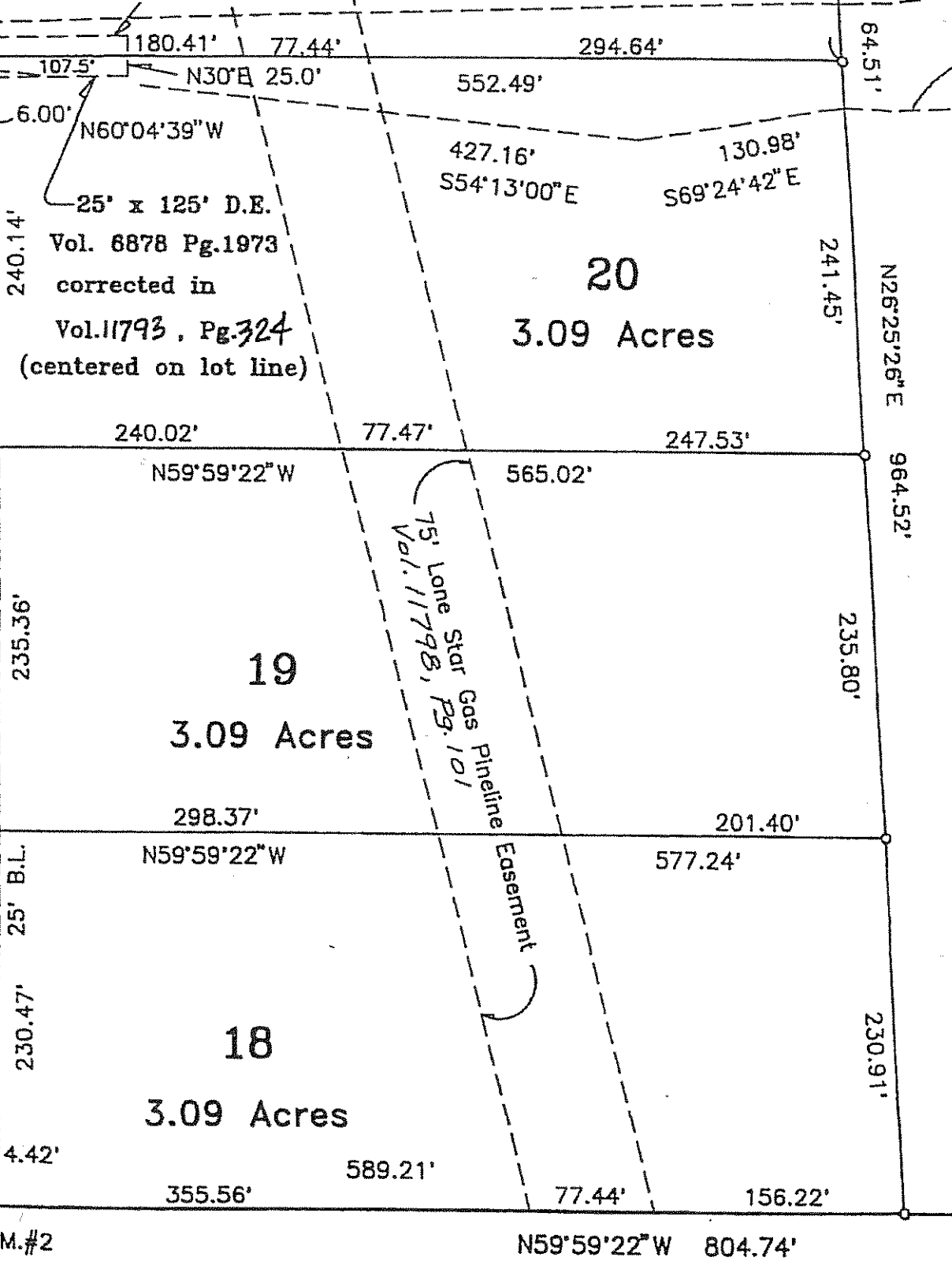
HODDE

N29°23'43"E 1559.79'

Hereby dedicated for additional R.O.W.

58.5' to fnc

B.M.#2



25' x 125' D.E.  
Vol. 6878 Pg.1973  
corrected in  
Vol.11793, Pg.324  
(centered on lot line)

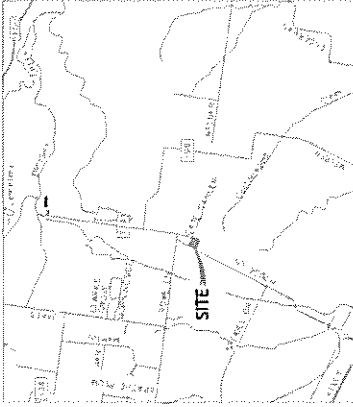
75' Lone Star Gas Pipeline Easement  
Vol. 11798, Pg. 101

BENCHMARKS (Vertical Datum: Plat Book 86, Pa  
B.M.#1: TOP OF IRON PIN IN CONCRETE.  
B.M.#2: TOP OF CONCRETE MONUMENT.  
THIS SUBDIVISION CONSISTS OF 15  
1,823 LINEAR FEET OF ROADWAY IN

**SAMFORD & ASSOCIATES**  
 Land Surveying & Planning  
 360 South Congress Avenue, Suite 107  
 Austin, Texas 78745 Tel. 441-5601



**FINAL PLAT**  
**ROWE LANE ESTATES SECTION TWO, AMENDED PLAT OF LOTS 19 & 20**  
 A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED  
 IN VOLUME 91, PAGE 71-73, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS.



LOCATION MAP  
 (NOT TO SCALE)

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.

DATE OF PLAT: 08/07/2016

DATE OF PLAT	08/07/2016
DATE OF RECORDING	
DATE OF CLOSING	
DATE OF DEED	

**DODD**  
 SURVEYING & MAPPING CO.  
 PROFESSIONAL LAND SURVEYORS  
 TEXAS PLAT LICENSE NO. 10152/S  
 1214 W. UNIVERSITY, FORT WORTH, TEXAS 76104  
 (817) 342-1111 www.DoddSurveying.com







## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 7, 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/Title:** Steven M. Manilla, P.E., County Executive-TNR

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

### **AGENDA LANGUAGE:**

Consider and take appropriate action on the following requests:

- A) Whisper Valley Village 1 Phase 1 Preliminary Plan (Preliminary Plan - 257 total lots (198 single family residential lots, 39 townhome lots, 18 drainage/greenbelt/open space lots, and one amenity center lot) - 79.97 acres - City of Austin ETJ); and
- B) The use of an Alternative Fiscal Agreement for Whisper Valley Village 1 Phase 1 Final Plat in Precinct One.

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

A) This preliminary plan consists of 257 total lots (198 single family residential lots, 39 townhome lots, 18 drainage/greenbelt/open space lots, and one amenity center lot) on 79.97 acres. The property fronts on Braker Lane. The application includes 12,064 linear feet of proposed public streets. Water and wastewater service will be provided by the City of Austin. Parkland dedication, fees in lieu of parkland dedication, or fiscal surety are not required with the preliminary plan application.

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

### **STAFF RECOMMENDATIONS:**

As this preliminary plan application meets all Single Office requirements and is scheduled for approval by the City of Austin Zoning and Platting Commission at its October 7, 2014 meeting, Single Office staff recommends approval of the preliminary plan.

Staff also finds the use of the Alternative Fiscal Agreement meets all Travis County standards. As such, TNR staff recommends the approval of the Alternative Fiscal Agreement.

**ISSUES AND OPPORTUNITIES:**

Staff has not been contacted by any owners of neighboring properties or registered any interested parties.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

N/A

**EXHIBITS/ATTACHMENTS:**

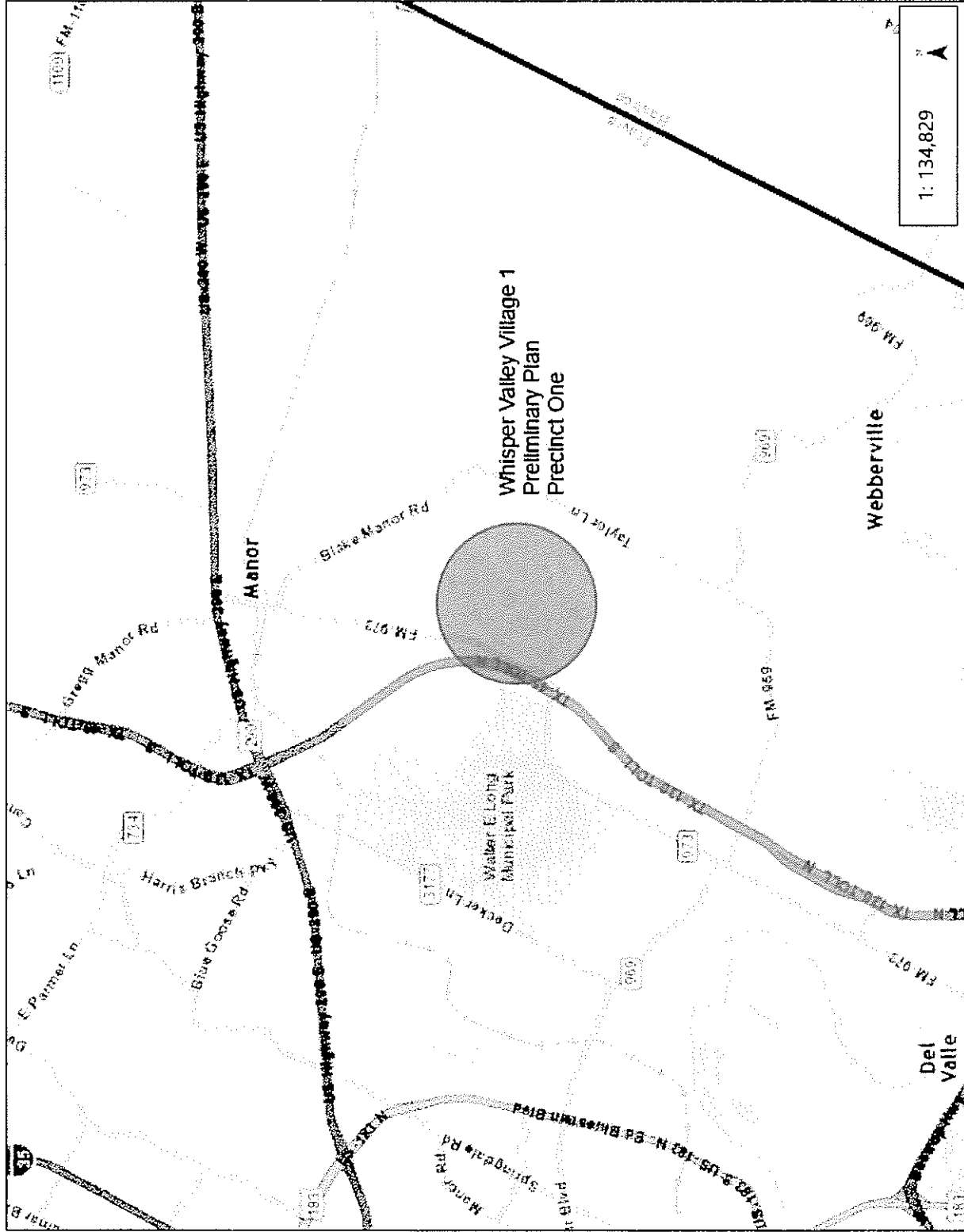
- Precinct map
- Location map
- Proposed preliminary plan
- Alternative Fiscal Agreement
- Extension of Sixty-Day Period Waiver

**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- Whisper Valley Village 1 Phase 1 Preliminary Plan**



1: 134,829

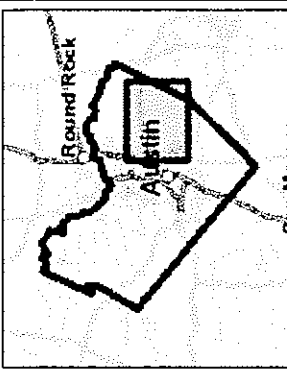
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION

4.3 Miles

2.13

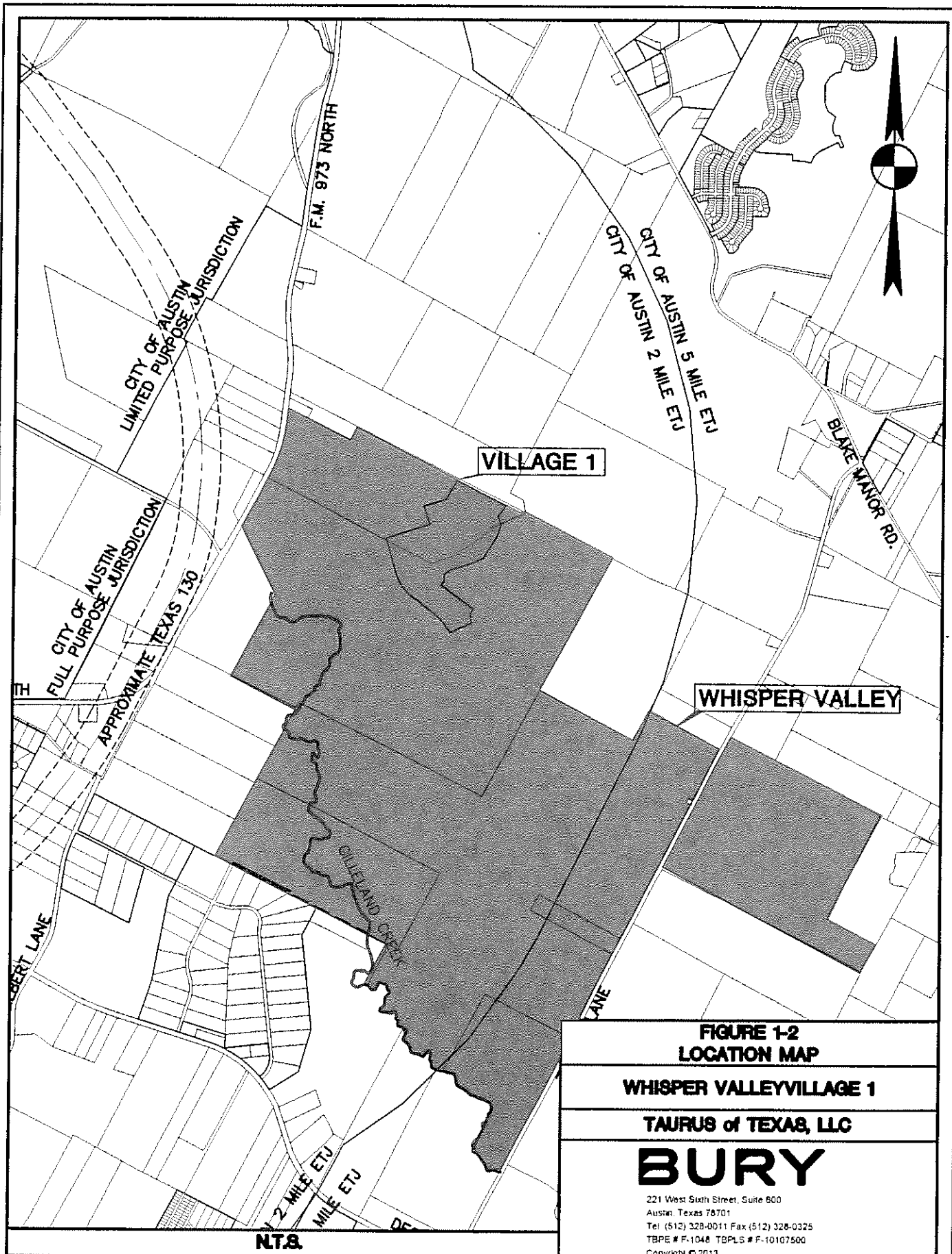
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4.3



Legend

Notes  
Enter your Notes.



**FIGURE 1-2**  
**LOCATION MAP**

---

**WHISPER VALLEY VILLAGE 1**

---

**TAURUS of TEXAS, LLC**

---

**BURY**

221 West Sixth Street, Suite 800  
 Austin, Texas 78701  
 Tel: (512) 328-0011 Fax: (512) 328-0325  
 TBPE # F-1048 TBPLS # F-10107500  
 Copyright © 2013



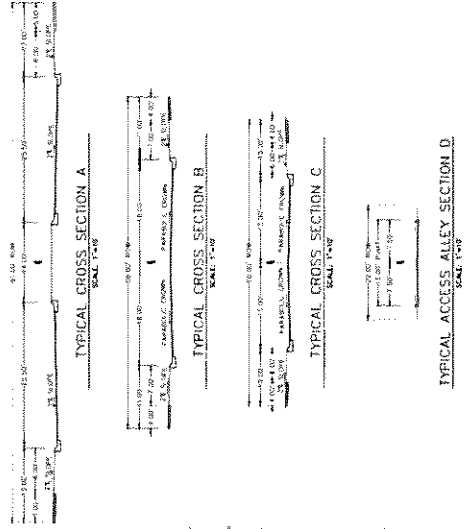


SITE INFORMATION AND  
 GENERAL NOTES

**BURY**



STREET NAME	WIDTH	RIGHT-OF-WAY	ADJACENT PROPERTIES
STREET A	40'-0"	45'-0"	100'-0" WIDE
STREET B	40'-0"	45'-0"	100'-0" WIDE
STREET C	40'-0"	45'-0"	100'-0" WIDE



LAND USE	AREA (SQ. FT.)	% OF TOTAL
Single-Family Residential	100,000	100%
Commercial	0	0%
Industrial	0	0%
Public Use	0	0%
Open Space	0	0%
Other	0	0%

APPROACH	AREA (SQ. FT.)	% OF TOTAL
Approach 1	10,000	10%
Approach 2	10,000	10%
Approach 3	10,000	10%
Approach 4	10,000	10%
Approach 5	10,000	10%

APPROACH	AREA (SQ. FT.)	% OF TOTAL
Approach 1	10,000	10%
Approach 2	10,000	10%
Approach 3	10,000	10%
Approach 4	10,000	10%
Approach 5	10,000	10%

APPROACH	AREA (SQ. FT.)	% OF TOTAL
Approach 1	10,000	10%
Approach 2	10,000	10%
Approach 3	10,000	10%
Approach 4	10,000	10%
Approach 5	10,000	10%

APPROACH	AREA (SQ. FT.)	% OF TOTAL
Approach 1	10,000	10%
Approach 2	10,000	10%
Approach 3	10,000	10%
Approach 4	10,000	10%
Approach 5	10,000	10%

APPROACH	AREA (SQ. FT.)	% OF TOTAL
Approach 1	10,000	10%
Approach 2	10,000	10%
Approach 3	10,000	10%
Approach 4	10,000	10%
Approach 5	10,000	10%

GENERAL NOTES:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE TEXAS CONSTRUCTION SPECIFICATIONS FOR HIGHWAYS AND BRIDGES.
2. ALL UTILITIES SHALL BE SHOWN AS LOCATED BY THE SURVEY OR BY RECORD DRAWINGS. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48 INCHES BELOW FINISHED GRADE.
3. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 24 INCHES OF GRANULAR FILL OVER THE TOP OF THE UTILITY.
4. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 24 INCHES OF GRANULAR FILL OVER THE TOP OF THE UTILITY.
5. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 24 INCHES OF GRANULAR FILL OVER THE TOP OF THE UTILITY.
6. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 24 INCHES OF GRANULAR FILL OVER THE TOP OF THE UTILITY.
7. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 24 INCHES OF GRANULAR FILL OVER THE TOP OF THE UTILITY.
8. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 24 INCHES OF GRANULAR FILL OVER THE TOP OF THE UTILITY.
9. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 24 INCHES OF GRANULAR FILL OVER THE TOP OF THE UTILITY.
10. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 24 INCHES OF GRANULAR FILL OVER THE TOP OF THE UTILITY.

WHISPER VALLEY VILLAGE 1  
 FOR PRELIMINARY PLANNING

**APPROACH Q-1: INTERFERING COVER**

Interfering cover area = 10,000 sq. ft.

Total proposed interfering cover = 10,000 sq. ft.

**APPROACH Q-2: INTERFERING COVER**

Interfering cover area = 10,000 sq. ft.

Total proposed interfering cover = 10,000 sq. ft.

**APPROACH Q-1: INTERFERING COVER**

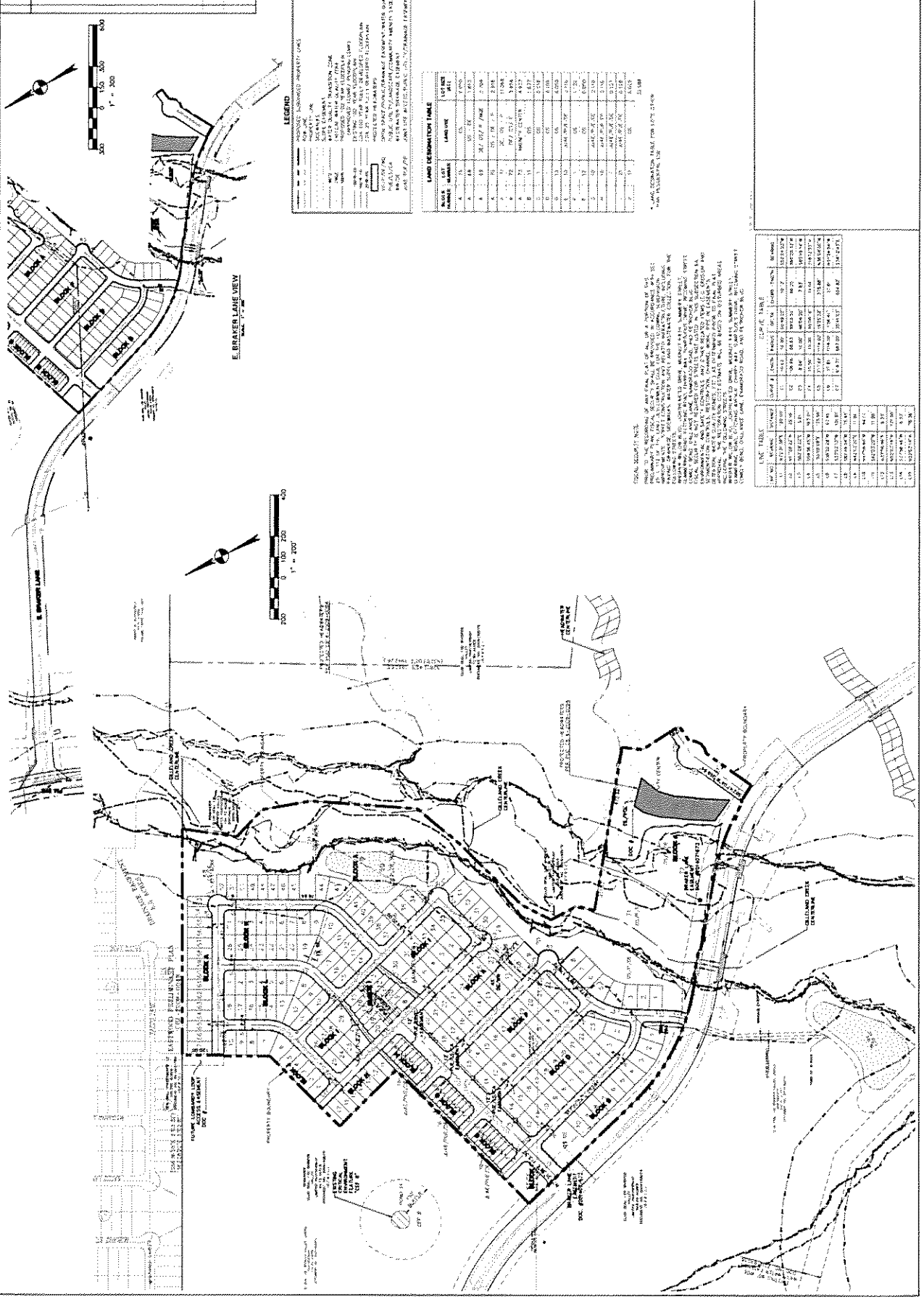
Interfering cover area = 10,000 sq. ft.

Total proposed interfering cover = 10,000 sq. ft.

**APPROACH Q-2: INTERFERING COVER**

Interfering cover area = 10,000 sq. ft.

Total proposed interfering cover = 10,000 sq. ft.



**LEGEND**

**UNIMPROVED LANDSCAPED PROPERTY LINES**

- UNIMPROVED LANDSCAPED PROPERTY LINES
- UNIMPROVED LANDSCAPED PROPERTY LINES
- UNIMPROVED LANDSCAPED PROPERTY LINES

**UNIMPROVED LANDSCAPED PROPERTY LINES**

- UNIMPROVED LANDSCAPED PROPERTY LINES
- UNIMPROVED LANDSCAPED PROPERTY LINES
- UNIMPROVED LANDSCAPED PROPERTY LINES

**UNIMPROVED LANDSCAPED PROPERTY LINES**

- UNIMPROVED LANDSCAPED PROPERTY LINES
- UNIMPROVED LANDSCAPED PROPERTY LINES
- UNIMPROVED LANDSCAPED PROPERTY LINES

**LAND DIMENSION TABLE**

AREA	LAND AREA	LAND AREA	LAND AREA
1	0.00	0.00	0.00
2	0.00	0.00	0.00
3	0.00	0.00	0.00
4	0.00	0.00	0.00
5	0.00	0.00	0.00
6	0.00	0.00	0.00
7	0.00	0.00	0.00
8	0.00	0.00	0.00
9	0.00	0.00	0.00
10	0.00	0.00	0.00
11	0.00	0.00	0.00
12	0.00	0.00	0.00
13	0.00	0.00	0.00
14	0.00	0.00	0.00
15	0.00	0.00	0.00
16	0.00	0.00	0.00
17	0.00	0.00	0.00
18	0.00	0.00	0.00
19	0.00	0.00	0.00
20	0.00	0.00	0.00
21	0.00	0.00	0.00
22	0.00	0.00	0.00
23	0.00	0.00	0.00
24	0.00	0.00	0.00
25	0.00	0.00	0.00
26	0.00	0.00	0.00
27	0.00	0.00	0.00
28	0.00	0.00	0.00
29	0.00	0.00	0.00
30	0.00	0.00	0.00
31	0.00	0.00	0.00
32	0.00	0.00	0.00
33	0.00	0.00	0.00
34	0.00	0.00	0.00
35	0.00	0.00	0.00
36	0.00	0.00	0.00
37	0.00	0.00	0.00
38	0.00	0.00	0.00
39	0.00	0.00	0.00
40	0.00	0.00	0.00
41	0.00	0.00	0.00
42	0.00	0.00	0.00
43	0.00	0.00	0.00
44	0.00	0.00	0.00
45	0.00	0.00	0.00
46	0.00	0.00	0.00
47	0.00	0.00	0.00
48	0.00	0.00	0.00
49	0.00	0.00	0.00
50	0.00	0.00	0.00
51	0.00	0.00	0.00
52	0.00	0.00	0.00
53	0.00	0.00	0.00
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55	0.00	0.00	0.00
56	0.00	0.00	0.00
57	0.00	0.00	0.00
58	0.00	0.00	0.00
59	0.00	0.00	0.00
60	0.00	0.00	0.00
61	0.00	0.00	0.00
62	0.00	0.00	0.00
63	0.00	0.00	0.00
64	0.00	0.00	0.00
65	0.00	0.00	0.00
66	0.00	0.00	0.00
67	0.00	0.00	0.00
68	0.00	0.00	0.00
69	0.00	0.00	0.00
70	0.00	0.00	0.00
71	0.00	0.00	0.00
72	0.00	0.00	0.00
73	0.00	0.00	0.00
74	0.00	0.00	0.00
75	0.00	0.00	0.00
76	0.00	0.00	0.00
77	0.00	0.00	0.00
78	0.00	0.00	0.00
79	0.00	0.00	0.00
80	0.00	0.00	0.00
81	0.00	0.00	0.00
82	0.00	0.00	0.00
83	0.00	0.00	0.00
84	0.00	0.00	0.00
85	0.00	0.00	0.00
86	0.00	0.00	0.00
87	0.00	0.00	0.00
88	0.00	0.00	0.00
89	0.00	0.00	0.00
90	0.00	0.00	0.00
91	0.00	0.00	0.00
92	0.00	0.00	0.00
93	0.00	0.00	0.00
94	0.00	0.00	0.00
95	0.00	0.00	0.00
96	0.00	0.00	0.00
97	0.00	0.00	0.00
98	0.00	0.00	0.00
99	0.00	0.00	0.00
100	0.00	0.00	0.00

**LOCAL REGULATORY CODE**

REQUIREMENTS FOR THE RECORDING OF ANY INSTRUMENT THAT IS A PORTION OF THE PRELIMINARY PLAN SHALL BE AS FOLLOWS: THE INSTRUMENT SHALL BE RECORDED IN ACCORDANCE WITH THE REQUIREMENTS OF THE LOCAL REGULATORY CODE AND THE INSTRUMENT SHALL BE RECORDED IN ACCORDANCE WITH THE REQUIREMENTS OF THE LOCAL REGULATORY CODE AND THE INSTRUMENT SHALL BE RECORDED IN ACCORDANCE WITH THE REQUIREMENTS OF THE LOCAL REGULATORY CODE.

**LOCAL REGULATORY CODE**

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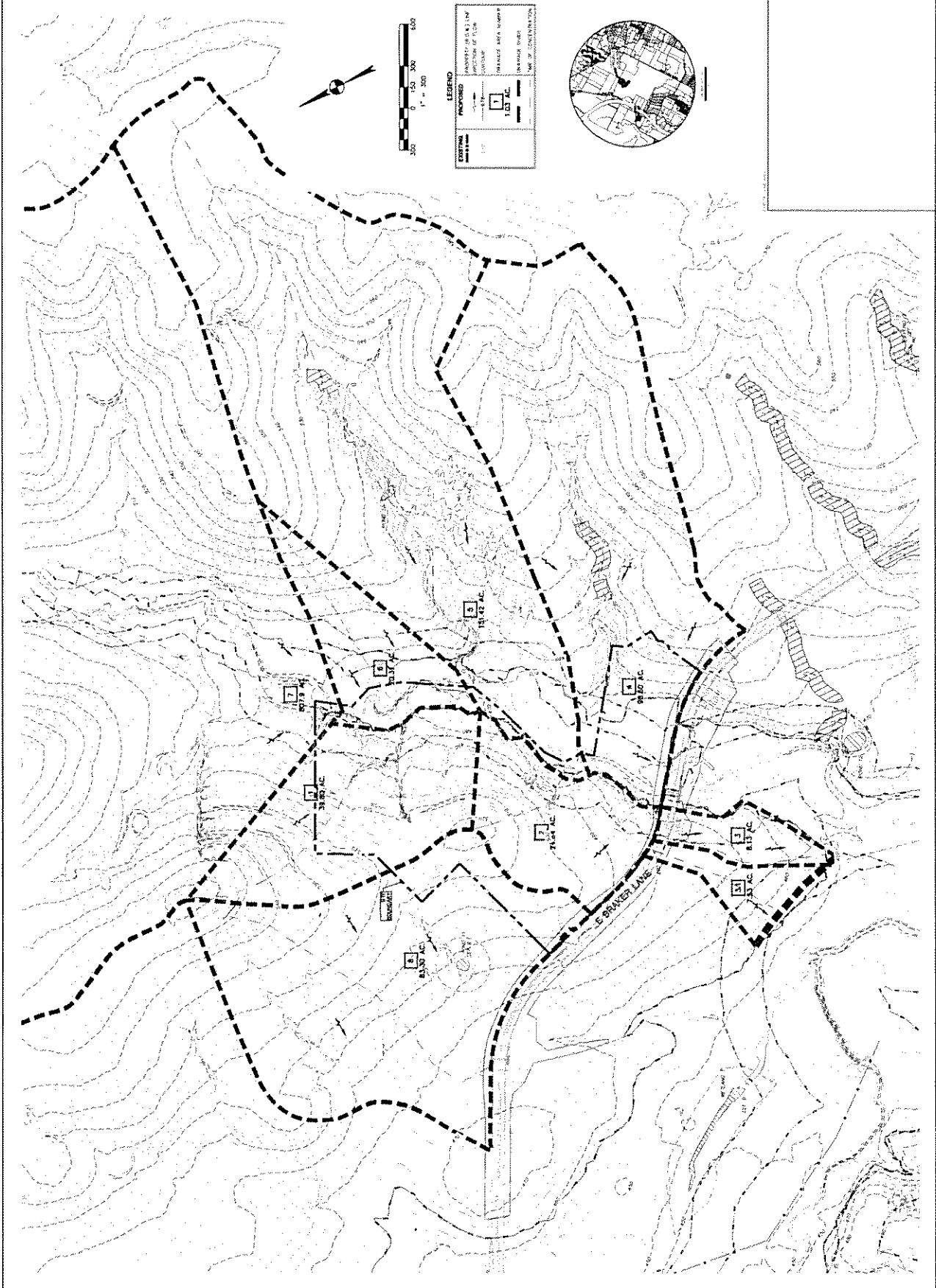


PROJECT NO.	0224-2013-14-C84
DATE	08/13/13
DESIGNED BY	ASB/MS
CHECKED BY	MSB
SCALE	AS SHOWN

**WHISPER VALLEY VILLAGE 1 - PHASE 1**  
**AUSTIN TEXAS**  
**CLUB DEAL 120**  
**WHISPER VALLEY, L.P.**

**EXISTING DRAINAGE AREA**  
**MAP**

**BURY**  
 221 West Loop South, Suite 100  
 Austin, Texas 78703  
 Phone: 512.476.1111  
 Fax: 512.476.1112  
 www.bury.com



DATE	08/13/13
SCALE	AS SHOWN



**LEGEND**

**EXISTING**  
 1:00 AC

**PROPOSED**  
 1:00 AC

**WET POND CALCULATIONS**

**NORTH POUD (POUD 1)**  
 Wet Pond Calculations

**SOUTH POUD (POUD 2)**  
 Wet Pond Calculations

**For Preliminary Plan**

**Drainage Area Data**

Drainage Area: 1.00 AC  
 Runoff Coefficient: 0.50  
 Peak Discharge: 1.00 CFS  
 Time of Concentration: 1.00 min

**Wet Pond Quality Control Calculations**

For North Pond (POUD 1) and South Pond (POUD 2):  
 Volume: 1.00 AC \* 1.00 CFS \* 1.00 min = 1.00 AC-ft  
 Detention Time: 1.00 min  
 Settling Velocity: 0.10 ft/min  
 Settling Efficiency: 100%

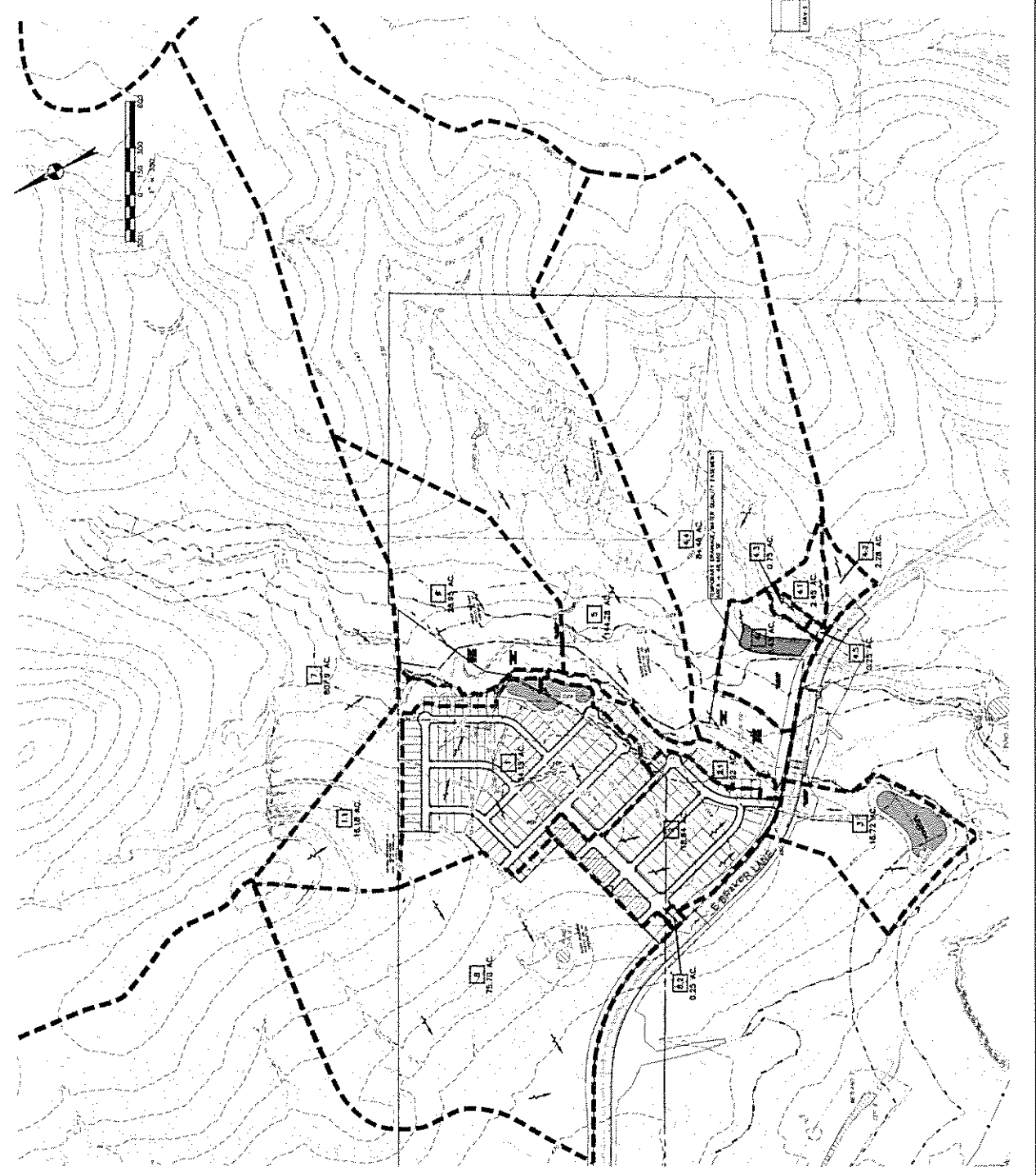
**Biological Retention Calculations**

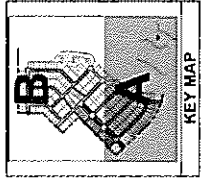
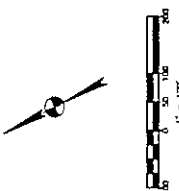
Volume: 1.00 AC-ft  
 Surface Area: 1.00 AC  
 Detention Time: 1.00 min  
 Settling Velocity: 0.10 ft/min  
 Settling Efficiency: 100%

**Final Pond Dimensions**

Length: 1.00 ft  
 Width: 1.00 ft  
 Depth: 1.00 ft

NO.	DESCRIPTION	AREA (AC)	PERCENT IMPERVEMENT	PERCENT PAVED	PERCENT PAVED WITH CURB
1	EXISTING	1.00	0.50	0.00	0.00
2	PROPOSED	1.00	0.50	0.00	0.00
3	TOTAL	2.00	0.50	0.00	0.00



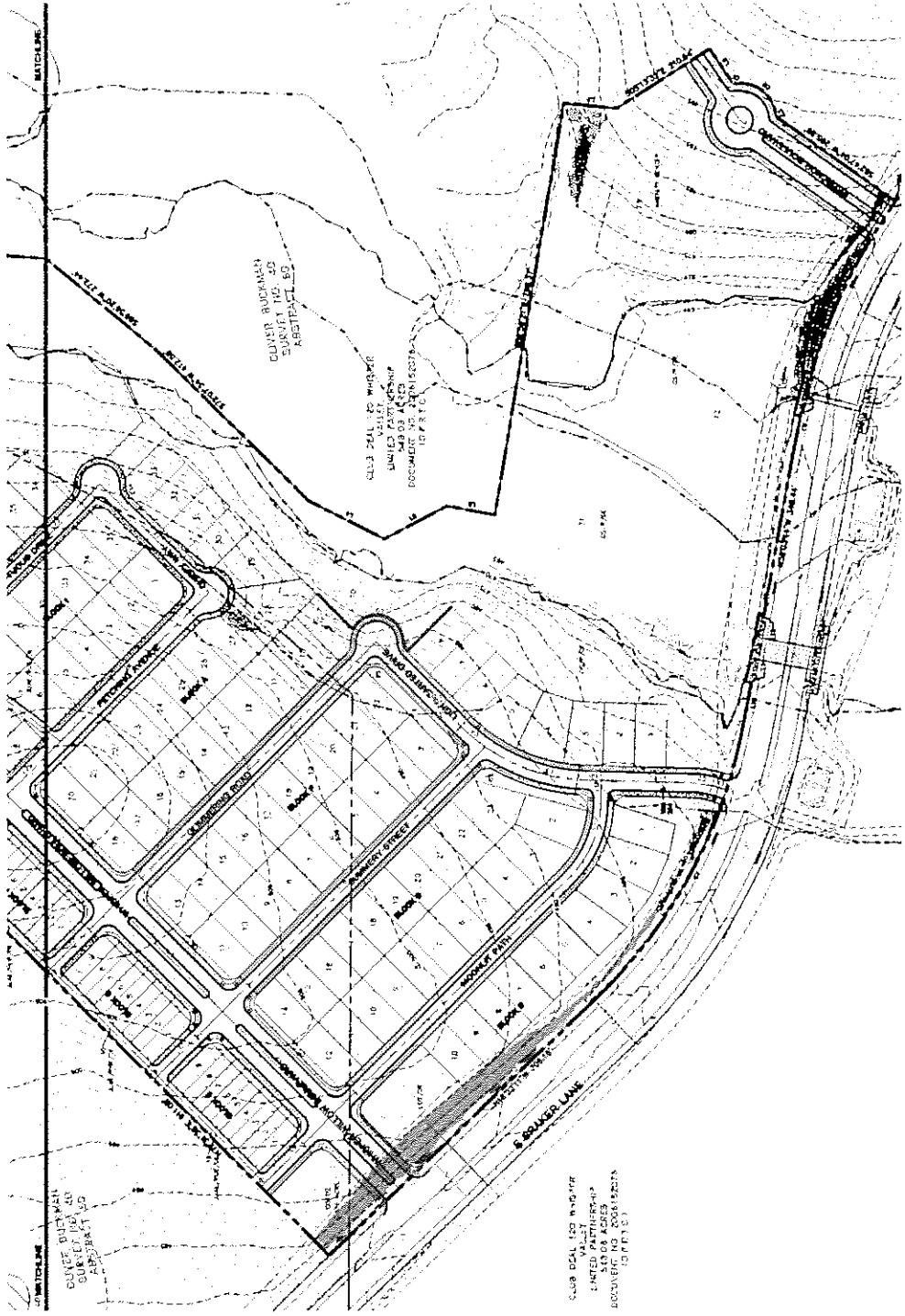


LEGEND

EXISTING	EXISTING PROPERTY LINE
PROPOSED	PROPOSED PROPERTY LINE
PROPOSED	PROPOSED DRIVE
PROPOSED	PROPOSED DRIVE (UNDER CONSTRUCTION)
PROPOSED	PROPOSED DRIVE (TO BE CONSTRUCTED)
PROPOSED	PROPOSED DRIVE (TO BE CONSTRUCTED)
PROPOSED	PROPOSED DRIVE (TO BE CONSTRUCTED)
PROPOSED	PROPOSED DRIVE (TO BE CONSTRUCTED)

Notes Table

Number	Description	Revised	By	Date
1	Initial Issue			04/18/13
2	Revised			04/18/13
3	Revised			04/18/13
4	Revised			04/18/13
5	Revised			04/18/13
6	Revised			04/18/13
7	Revised			04/18/13
8	Revised			04/18/13
9	Revised			04/18/13
10	Revised			04/18/13
11	Revised			04/18/13
12	Revised			04/18/13

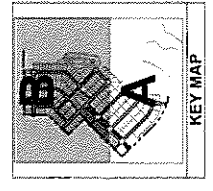
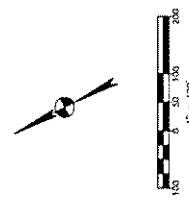


CLUB DEAL 120 100.00 AC  
UNITED PARTNERSHIP  
545.08 ACRES  
DOCUMENT NO. 2006182074  
04/18/13

WHISPER VALLEY VILLAGE 1 - PHASE 1  
AUSTIN TEXAS  
CLUB DEAL 120  
WHISPER VALLEY, L.P.

SLOPE MAP "B"

**BURY**  
2217 Stone Brook Street, Suite 100  
Austin, Texas 78703  
Phone: (512) 453-1111  
Fax: (512) 453-1112  
www.bury.com  
Copyright © 2014

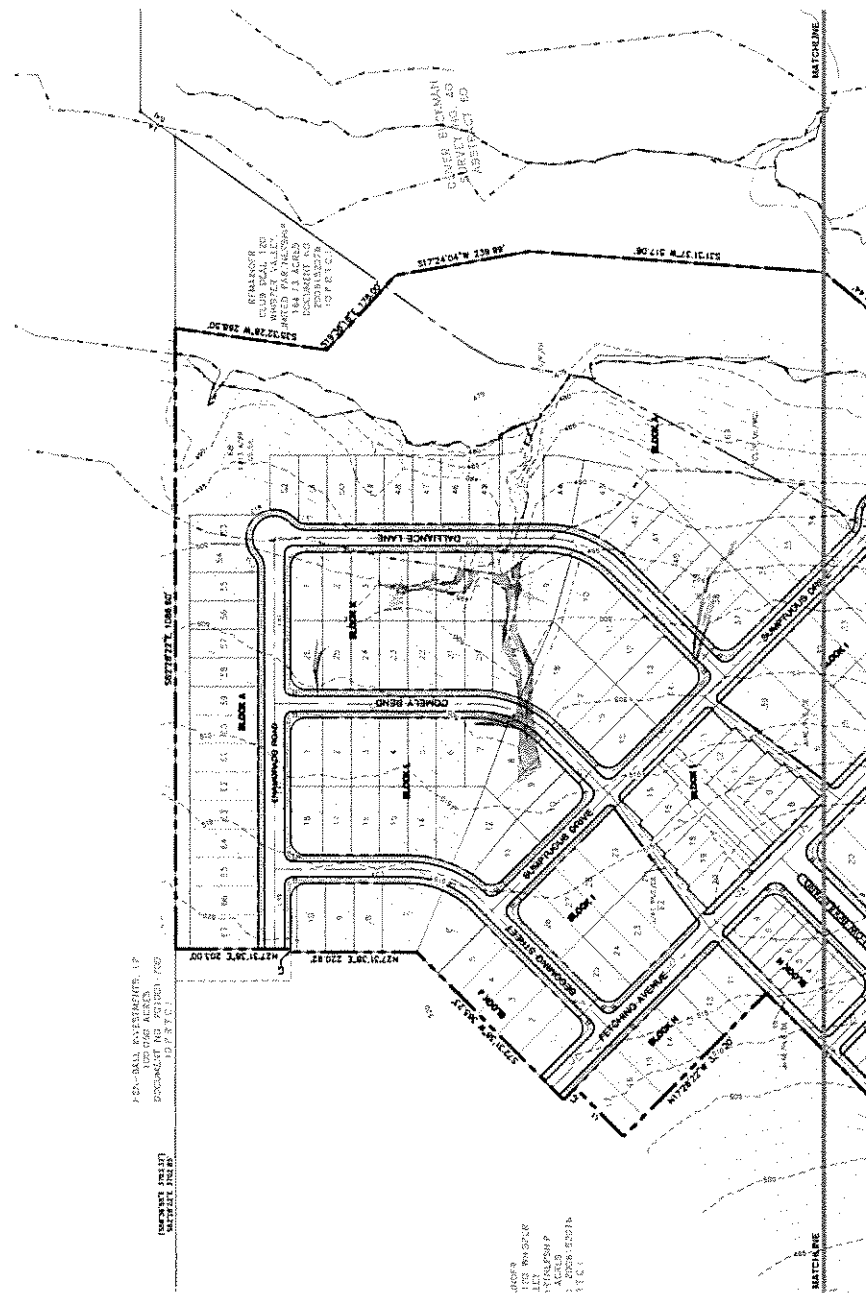


**LEGEND**

---	PROPERTY BOUNDARIES
---	EXISTING ROADS
---	EXISTING UTILITIES
---	PROPOSED ROADS
---	PROPOSED UTILITIES
---	PROPOSED LOT LINES
---	PROPOSED DRIVEWAYS
---	PROPOSED DRIVEWAY ALLEYS
---	PROPOSED DRIVEWAY BAYS
---	PROPOSED DRIVEWAY CURBS
---	PROPOSED DRIVEWAY INTERSECTIONS
---	PROPOSED DRIVEWAY MEDIAN
---	PROPOSED DRIVEWAY SIDEWALK
---	PROPOSED DRIVEWAY BIKEWAY
---	PROPOSED DRIVEWAY LIGHT FIXTURES
---	PROPOSED DRIVEWAY LIGHT FIXTURE SPACING
---	PROPOSED DRIVEWAY LIGHT FIXTURE HEIGHT
---	PROPOSED DRIVEWAY LIGHT FIXTURE TYPE
---	PROPOSED DRIVEWAY LIGHT FIXTURE SPACING
---	PROPOSED DRIVEWAY LIGHT FIXTURE HEIGHT
---	PROPOSED DRIVEWAY LIGHT FIXTURE TYPE

**Slope Table**

Slope	Minimum Slope	Maximum Slope	Area (Acres)	Color
0.1%	0.1%	0.5%	0.1	Green
0.5%	0.5%	1.0%	0.4	Light Blue
1.0%	1.0%	2.0%	0.6	Yellow
2.0%	2.0%	4.0%	0.8	Orange
4.0%	4.0%	8.0%	0.7	Red
8.0%	8.0%	15.0%	0.5	Dark Red
15.0%	15.0%	30.0%	0.3	Brown
30.0%	30.0%	60.0%	0.2	Black
60.0%	60.0%	90.0%	0.1	Dark Grey
90.0%	90.0%	>90.0%	0.0	Black



FEDERAL HIGHWAY 120  
100 FEET BUFFER  
DOCUMENT NO. 10 P. 10

DRAWN BY: J. J. GIBSON  
CHECKED BY: J. J. GIBSON  
DATE: 12/15/14  
PROJECT: WHISPER VALLEY VILLAGE 1 - PHASE 1  
SHEET: 6 OF 12









CAJ-2013-0224

EX0  
OF

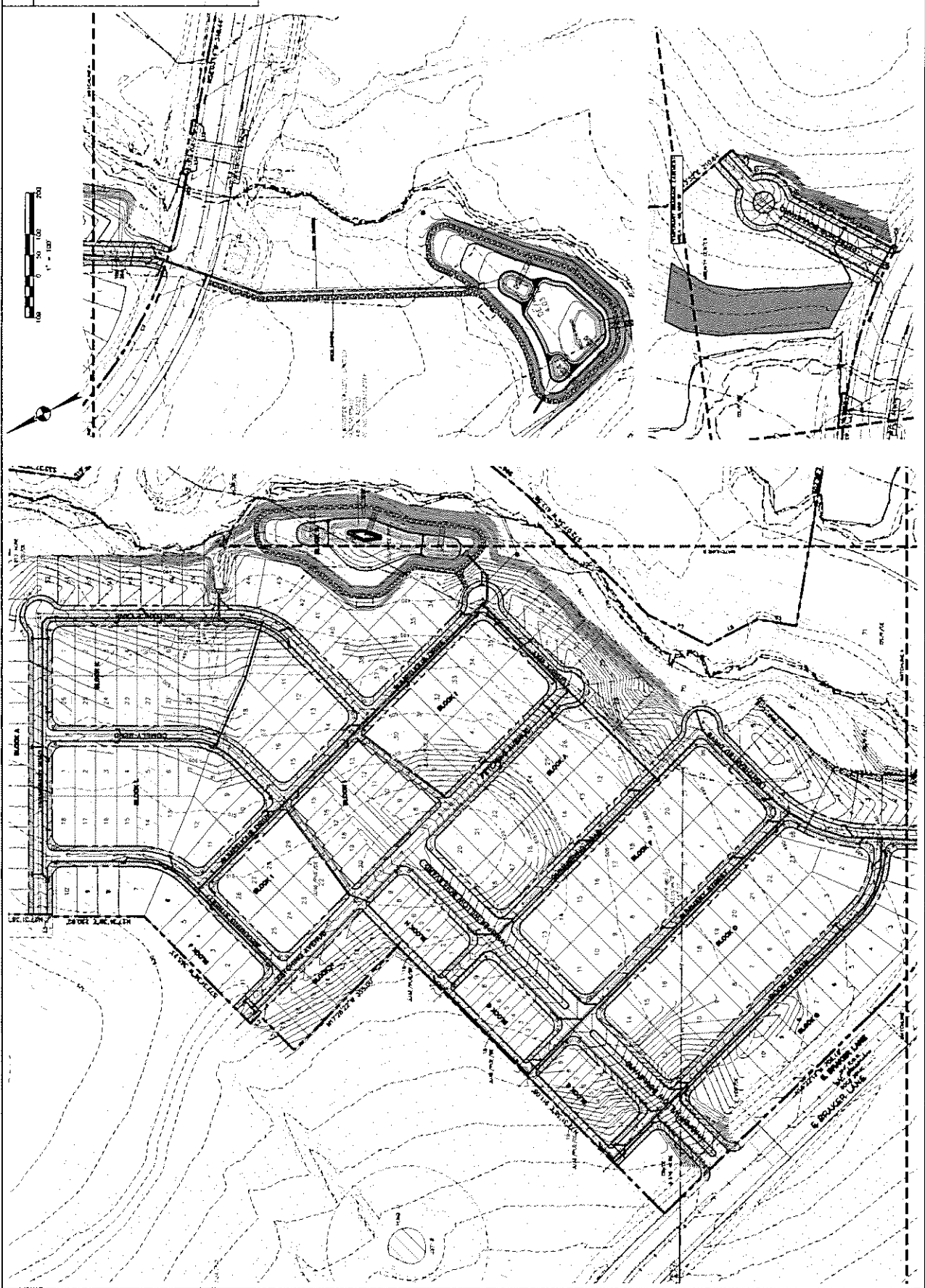
DATE: 04/11/13	BY: JLB
PROJECT NO: 130000-0010	SCALE: AS SHOWN
PROJECT NAME: WHISPER VALLEY VILLAGE 1 - PHASE 1	DATE: 04/11/13
CLIENT: CLUB DEAL 120	BY: JLB
DESIGNER: WHISPER VALLEY, LP	SCALE: AS SHOWN

WHISPER VALLEY VILLAGE 1 - PHASE 1  
 AUSTIN TEXAS  
 CLUB DEAL 120  
 WHISPER VALLEY, LP

MASTER STORM  
 SEWER PLAN



**BURY**  
 22100 N. BRIDGE STREET, SUITE 200  
 AUSTIN, TEXAS 78751  
 (512) 453-1100  
 www.buryinc.com



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 \_\_\_\_\_, 2014.

**OWNER:**

**Club Deal 120 Whisper Valley, Limited Partnership**, a Delaware limited partnership

By: CD 120 GP, LLC, a Delaware limited liability company, its general partner

By:  \_\_\_\_\_  
Douglas H. Gilliland, its Manger

By: \_\_\_\_\_  
Linda Kassof, its Manager

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

COUNTY 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: \_\_\_\_\_

OWNER ACKNOWLEDGEMENT

State of Texas §  
County of Tarrant §

This instrument was acknowledged before me on September 16, 2014 by Douglas H. Gilliland, Manager of CD 120 GP, LLC, a Delaware limited liability company, general partner of CLUB DEAL 120 WHISPER VALLEY, LIMITED PARTNERSHIP, a Delaware limited partnership.

[Seal]

Courtney Kay Christie

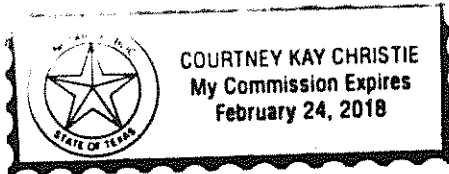
Notary Public in and for the State of Texas

Courtney Kay Christie

Printed or typed name of notary

My commission expires: 2/24/18

State of Florida §  
County of \_\_\_\_\_ §



This instrument was acknowledged before me on \_\_\_\_\_, 2014 by Linda G. Kassof, Manager of CD 120 GP, LLC, a Delaware limited liability company, general partner of CLUB DEAL 120 WHISPER VALLEY, LIMITED PARTNERSHIP, a Delaware limited partnership.

[Seal]

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

\_\_\_\_\_  
Printed or typed name of notary

My commission expires: \_\_\_\_\_

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**OWNER:**

**Club Deal 120 Whisper Valley, Limited Partnership**, a Delaware limited partnership

By: CD 120 GP, LLC, a Delaware limited liability company, its general partner

By: \_\_\_\_\_  
Douglas H. Gilliland, its Manger

By: *Linda Kassof*  
Linda Kassof, its Manager

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

COUNTY 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: \_\_\_\_\_



OWNER ACKNOWLEDGEMENT

State of Texas §  
County of Tarrant §

This instrument was acknowledged before me on \_\_\_\_\_, 2014 by Douglas H. Gilliland, Manager of CD 120 GP, LLC, a Delaware limited liability company, general partner of CLUB DEAL 120 WHISPER VALLEY, LIMITED PARTNERSHIP, a Delaware limited partnership.

[Seal]

\_\_\_\_\_

Notary Public in and for the State of Texas

\_\_\_\_\_

Printed or typed name of notary

My commission expires: \_\_\_\_\_

State of Florida §  
County of Orange §

This instrument was acknowledged before me on September 17, 2014 by Linda G. Kassof, Manager of CD 120 GP, LLC, a Delaware limited liability company, general partner of CLUB DEAL 120 WHISPER VALLEY, LIMITED PARTNERSHIP, a Delaware limited partnership.

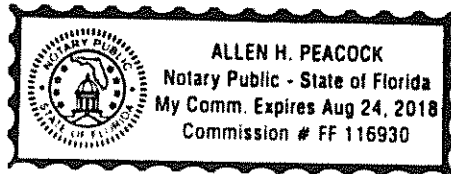
[Seal]

Allen H. Peacock  
Notary Public in and for the State of Florida

Allen H. Peacock

Printed or typed name of notary

My commission expires: \_\_\_\_\_



**Mailing Address of Owner:**

Club Deal 120 Whisper Valley, Limited Partnership, a Delaware limited partnership  
9285 Huntington Square  
North Richland Hills, Texas 76180

## EXHIBIT A

### METES AND BOUNDS DESCRIPTION OF PROPERTY

79.961 ACRES  
WHISPER VALLEY VILLAGE 1  
PHASE 1

FN. NO. 14-300(MJR)  
AUGUST 11, 2014  
BURY NO. R0106960-10010

#### DESCRIPTION

OF 79.961 ACRES OF LAND OUT OF THE OLIVER BUCKMAN SURVEY NO. 40, ABSTRACT NO. 60, SITUATED IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 164.73 ACRE TRACT AND A PORTION OF THAT CERTAIN 548.08 ACRE TRACT CONVEYED TO CLUB DEAL 120 WHISPER VALLEY LIMITED PARTNERSHIP BY DEED OF RECORD IN DOCUMENT NO. 2006152076 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS SAID 79.961 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING**, at an iron rod found in the easterly right-of-way line of FM 973 (R.O.W. varies), being the southwesterly corner of that certain 100.050 acre tract of land conveyed to Hen-Ball Investments, LP by deed of record in Document No. 2010011700 of said Official Public Records and the northwesterly of that certain remainder of 10 acre tract of land conveyed to Thomas Dukes by deed of record in Document No. 2007230692 of said Official Public Records;

**THENCE**, S62°28'22"E, leaving the easterly right-of-way line of FM 973, along the southerly line of said 100.050 acre tract, being the northerly lines of said remainder of 10 acre tract and said remainder of 164.73 acre tract of land, a distance of 3,788.19 feet to a 1/2 inch iron rod with "Bury" cap set for the **POINT OF BEGINNING** and northwesterly corner hereof;

**THENCE**, S62°28'22"E, along the southerly line of said 100.050 acre tract, being the northerly line of said 164.73 acre tract, for the northerly line hereof, a distance of 1086.60 feet to a 1/2 inch iron rod with "Bury" cap set for the northeasterly corner hereof, from which a 1/2 inch iron rod with "Bush" cap found in the southerly line of said 100.050 acre tract, being the northernmost northeasterly corner of said 548.08 acre tract bears, S66°49'03"E, a distance of 807.77 feet;

**THENCE**, leaving the southerly line of said 100.050 acre tract, continuing over and across a portion of said 164.73 acre tract and a portion of said 548.08 acre tract, for the irregular easterly line hereof, the following eighteen (18) courses and distances:

- 1) S35°32'28"W, a distance of 268.50 feet to a 1/2 inch iron rod with "Bury" cap set;
- 2) S19°38'18"E, a distance of 178.00 feet to a 1/2 inch iron rod with "Bury" cap set;
- 3) S17°24'04"W, a distance of 239.99 feet to a 1/2 inch iron rod with "Bury" cap set;

- 4) S31°31'37"W, a distance of 517.06 feet to a 1/2 inch iron rod with "Bury" cap set;
- 5) S66°56'20"W, a distance of 272.44 feet to a 1/2 inch iron rod with "Bury" cap set;
- 6) S72°07'34"W, a distance of 412.59 feet to a 1/2 inch iron rod with "Bury" cap set;
- 7) S54°06'45"W, a distance of 163.01 feet to a 1/2 inch iron rod with "Bury" cap set;
- 8) S00°05'08"E, a distance of 135.96 feet to a 1/2 inch iron rod with "Bury" cap set;
- 9) S38°02'28"W, a distance of 93.45 feet to a 1/2 inch iron rod with "Bury" cap set;
- 10) S52°59'21"E, a distance of 798.37 feet to a 1/2 inch iron rod with "Bury" cap set;
- 11) S33°22'12"W, a distance of 101.81 feet to a 1/2 inch iron rod with "Bury" cap set;
- 12) S05°13'32"E, a distance of 210.64 feet to a 1/2 inch iron rod with "Bury" cap set;
- 13) S82°49'04"W, a distance of 75.45 feet to a 1/2 inch iron rod with "Bury" cap set at the point of curvature of a tangent curve to the left;
- 14) Along said tangent curve to the left, having a radius of 10.00 feet, a central angle of 62°43'52", an arc length of 10.95 feet, and a chord which bears, S51°27'09"W, a distance of 10.41 feet to a 1/2 inch iron rod with "Bury" cap set at the end of said curve;
- 15) Along a non-tangent curve to the right, having a radius of 68.63 feet, a central angle of 88°29'31", an arc length of 106.00 feet, and a chord which bears, S65°25'32"W, a distance of 95.77 feet to a 1/2 inch iron rod with "Bury" cap set at the end of said curve;
- 16) Along a non-tangent curve to the left, having a radius of 10.00 feet, a central angle of 47°58'47", an arc length of 8.37 feet, and a chord which bears, S86°46'28"W, a distance of 8.13 feet to a 1/2 inch iron rod with "Bury" cap set at the end of said curve;
- 17) S62°47'04"W, a distance of 265.86 feet to a 1/2 inch iron rod with "Bury" cap set at the point of curvature of a tangent curve to the left;

- 18) Along said tangent curve to the left, having a radius of 10.00 feet, a central angle of  $89^{\circ}08'18''$ , an arc length of 15.56 feet, and a chord which bears,  $S18^{\circ}12'55''W$ , a distance of 14.04 feet to a 1/2 inch iron rod with "Bury" cap set for in the curving northerly right-of-way line of Braker Lane (R.O.W. varies), for the end of said curve and the southeasterly corner hereof;

THENCE, continuing over and across said 548.08 acre tract and said 164.73 acre tract, along the northerly right-of-way line of Braker Lane, for the southerly line hereof, the following twelve (12) courses and distances:

- 1) Along a curve to the left, having a radius of 1114.00 feet, a central angle of  $19^{\circ}25'32''$ , an arc length of 377.69 feet, and a chord which bears,  $N36^{\circ}04'00''W$ , a distance of 375.88 feet to a 1/2 inch iron rod with "Bury" cap set at the point of tangency of said curve;
- 2)  $N42^{\circ}03'20''E$ , a distance of 11.96 feet to a 1/2 inch iron rod with "Bury" cap set;
- 3)  $N47^{\circ}56'40''W$ , a distance of 84.17 feet to a 1/2 inch iron rod with "Bury" cap set;
- 4)  $S42^{\circ}03'20''W$ , a distance of 11.96 feet to a 1/2 inch iron rod with "Bury" cap set at the point of curvature of a non-tangent curve to the left;
- 5) Along said non-tangent curve to the left, having a radius of 1114.00 feet, a central angle of  $1^{\circ}56'41''$ , an arc length of 37.81 feet, and a chord which bears,  $N51^{\circ}04'54''W$ , a distance of 37.81 feet to a 1/2 inch iron rod with "Bury" cap set at the end of said curve;
- 6)  $N52^{\circ}03'14''W$ , a distance of 548.44 feet to a 1/2 inch iron rod with "Bury" cap set;
- 7)  $N37^{\circ}56'46''E$ , a distance of 9.33 feet to a 1/2 inch iron rod with "Bury" cap set;
- 8)  $N52^{\circ}03'14''W$ , a distance of 131.50 feet to a 1/2 inch iron rod with "Bury" cap set;
- 9)  $S37^{\circ}56'46''W$ , a distance of 9.33 feet to a 1/2 inch iron rod with "Bury" cap set;
- 10)  $N52^{\circ}03'14''W$ , a distance of 76.36 feet to a 1/2 inch iron rod with "Bury" cap set;

- 11) Along said tangent curve to the right, having a radius of 987.00 feet, a central angle of  $35^{\circ}41'03''$ , an arc length of 614.71 feet, and a chord which bears,  $N34^{\circ}12'43''W$ , a distance of 604.82 feet to a 1/2 inch iron rod with "Bury" cap set at the end of said curve;
- 12)  $N16^{\circ}22'11''W$ , a distance of 706.15 feet to a 1/2 inch iron rod with "Bury" cap set;


THENCE, leaving the northerly right-of-way line of Braker Lane, and continuing over and across said 164.73 acre tract, for the irregular westerly line hereof, the following seven (7) courses and distances:

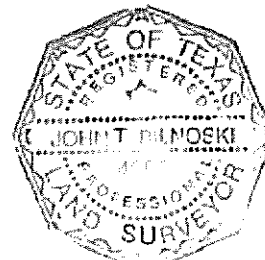
- 1)  $N72^{\circ}31'38''E$ , a distance of 911.08 feet to a 1/2 inch iron rod with "Bury" cap set;
- 2)  $N17^{\circ}28'22''W$ , a distance of 355.00 feet to a 1/2 inch iron rod with "Bury" cap set;
- 3)  $N72^{\circ}31'38''E$ , a distance of 120.00 feet to a 1/2 inch iron rod with "Bury" cap set;
- 4)  $N17^{\circ}28'22''W$ , a distance of 29.16 feet to a 1/2 inch iron rod with "Bury" cap set;
- 5)  $N72^{\circ}31'38''E$ , a distance of 365.23 feet to a 1/2 inch iron rod with "Bury" cap set;
- 6)  $N28^{\circ}49'37''E$ , a distance of 220.98 feet to a 1/2 inch iron rod with "Bury" cap set;
- 7)  $N27^{\circ}31'38''E$ , a distance of 203.00 feet to the **POINT OF BEGINNING**, containing an area of 79.961 acres of land, more or less, within these metes and bounds.

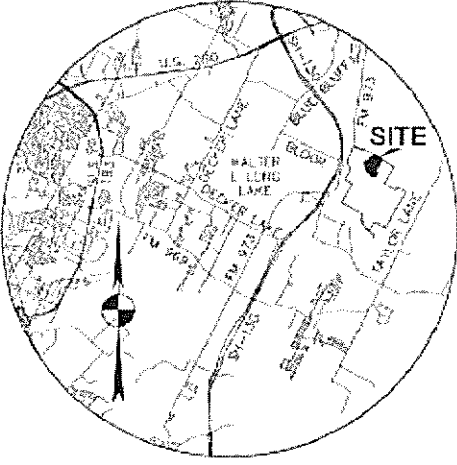
BEARING BASIS: TEXAS COORDINATE SYSTEM, NAD 83(96), CENTRAL ZONE, UTILIZING WESTERN DATA SYSTEMS CONTINUALLY OPERATING REFERENCE NETWORK AND LCRA GPS CONTROL MONUMENTATION. DISTANCES ARE SURFACE VALUES. TO CONVERT TO GRID VALUES, MULTIPLY BY A COMBINED SCALE VALUE OF 0.999962.

I, JOHN T. BILNOSKI, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

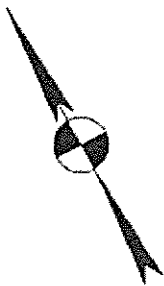
BURY-AUS, INC.  
221 WEST SIXTH STREET  
SUITE 600  
AUSTIN, TEXAS 78701

  
3/15/14  
JOHN T. BILNOSKI  
R.P.L.S. NO. 4998  
STATE OF TEXAS  
TEPLS # F-10107500



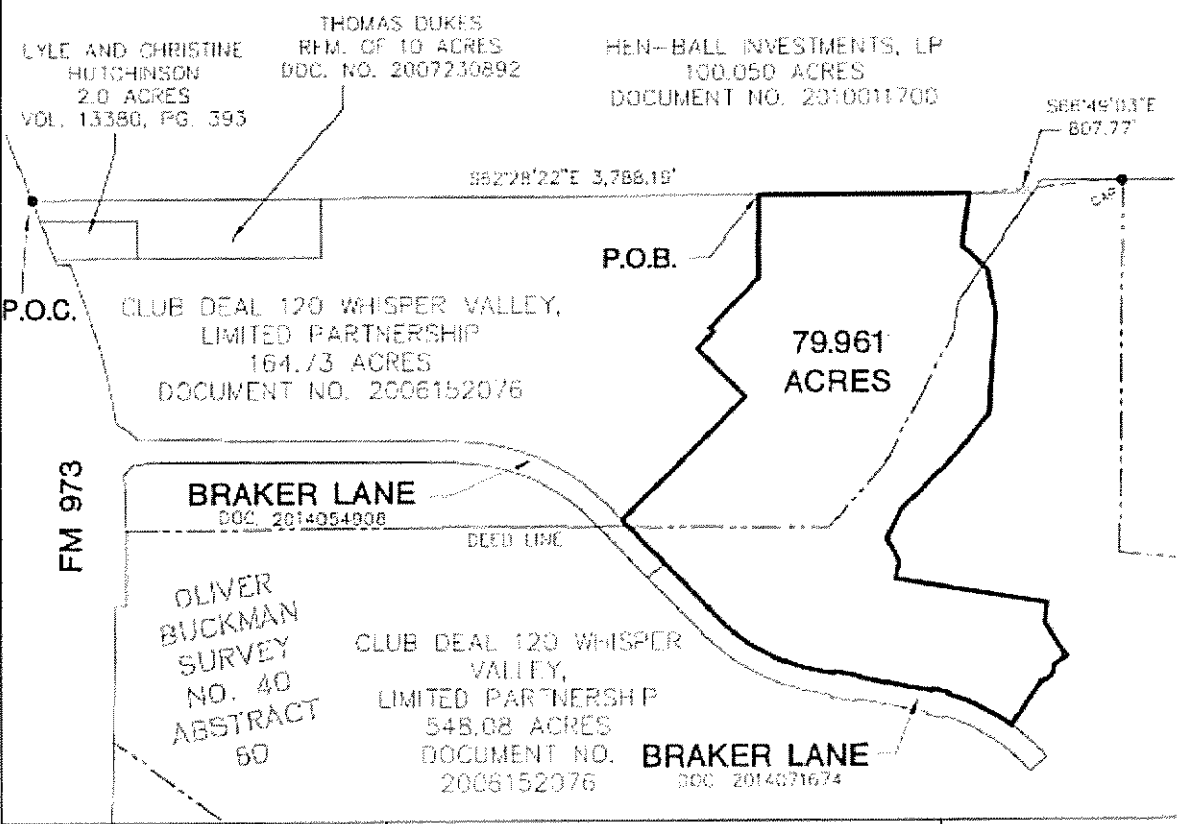
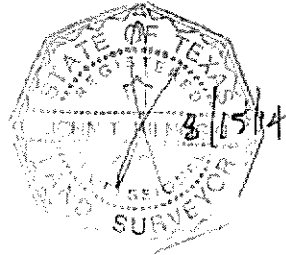


VICINITY MAP  
(N.T.S.)



**LEGEND**

- CAP ● 1/2" IRON ROD WITH CAP FOUND
- 1/2" IRON ROD FOUND
- P.O.C. POINT OF COMMENCING
- P.O.B. POINT OF BEGINNING



**BURY**  
221 East South Street, Suite 101  
Kerlan, Texas 76049  
Tel: (817) 328-1807 Fax: (817) 328-1808  
Surrey Pl. 1044 (P.O. Box 101000)  
Copyright © 2014

**SKETCH TO ACCOMPANY DESCRIPTION**  
OF 79.961 ACRES OF LAND OUT OF THE OLIVER BUCKMAN SURVEY NO. 40, ABSTRACT NO. 60 SITUATED IN TRAVIS COUNTY, TEXAS, SAID 79.961 ACRES BEING A PORTION OF THAT CERTAIN 164.73 ACRE TRACT AND A PORTION OF THAT CERTAIN 548.08 ACRE TRACT CONVEYED TO CLUB DEAL 120 WHISPER VALLEY LIMITED PARTNERSHIP BY DEED OF RECORD IN DOCUMENT NO. 2006152076 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

**CLUB DEAL 120 WHISPER VALLEY, LP**

DATE: 8/11/2014 FILE # E:\106960\010\10696010E.dwg FN No. 1114-300(MJR) DRAWN BY: MJR PROJ No. R0106960 10010

H:\Projects\106960\010\10696010E.dwg 8/11/2014 4:47 PM by: mjrmack

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

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

Owner's Name and Address: Club Deal 120 Whisper Valley, Limited Partnership, a  
Delaware limited partnership  
9285 Huntington Square  
North Richland Hills, Texas 76180

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

\_\_\_\_\_ Whisper Valley, Village 1 \_\_\_\_\_

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

Executed and affective as of the date set forth below.

Owner: Club Deal 120 Whisper Valley, Limited Partnership, a Delaware limited partnership

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

Name: Douglas H. Gilliland \_\_\_\_\_

Title: Manager \_\_\_\_\_  
Authorized Representative

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

Name: Linda Kassof \_\_\_\_\_

Title: Manager \_\_\_\_\_  
Authorized Representative



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

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

Owner's Name and Address: Club Deal 120 Whisper Valley, Limited Partnership, a  
Delaware limited partnership  
9285 Huntington Square  
North Richland Hills, Texas 76180

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

\_\_\_\_\_Whisper Valley, Village 1\_\_\_\_\_

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

Executed and affective as of the date set forth below.

Owner: Club Deal 120 Whisper Valley, Limited Partnership, a Delaware limited partnership

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

Name: Douglas H. Gilliland

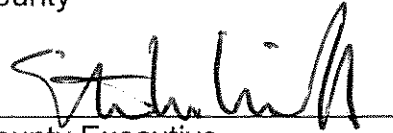
Title: Manager  
Authorized Representative

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

Name: Linda Kassof

Title: Manager  
Authorized Representative

Travis County

By:   
County Executive

Travis County Transportation and Natural Resources Department

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, 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 Completing Return To:

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

Attention: Michael Hettenhausen, Planner



# Travis County Commissioners Court Agenda Request

**Meeting Date:** October 7, 2014

**Prepared By:** Tim Speyrer **Phone #:** (512) 854-7218

**Division Director/Manager:** Charles Bergh, Parks Division Director

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

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

**AGENDA LANGUAGE:** Consider and take appropriate action regarding proposed motion to approve License Agreement for Violet Crown Sports Association to hold a bike race at Webberville Park, in Precinct One.

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

Violet Crown Sports Association has requested use of our park to conduct a Cyclocross bike race on October 18, 2014 at Webberville Park.

Cyclocross is one of the fastest growing bicycling sports in Texas. Competitors ride heavy-duty road bikes on short courses that consist of grass, dirt and pavement. A unique feature of cyclocross is requiring competitors to hop off their bike and carry it over obstacles, deep sand, or steep inclines. Race courses are usually one to two miles in length, and racers do laps for 20 to 70 minutes.

The United States Cycling Federation sanctions the Webberville Race. There will be certified referees and the event will have liability insurance. This will be the ninth year this event has been held at Webberville Park. The race has become quite popular due to the variety of terrain and will attract several riders from around the region.

## **STAFF RECOMMENDATIONS:**

Staff recommends approval of this licensing agreement.

## **ISSUES AND OPPORTUNITIES:**

This is the ninth year that this bike race has been held at Webberville Park. By formalizing this arrangement we have successfully promoted this form of bicycling event in our county parks on a regular basis. We have created a desirable venue for this type of race during a time of year when normal park visitation is slow. This licensing agreement will help to assure responsible oversight of these events in our parks.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

There would be no budgetary or fiscal impact associated with this request. Race coordinators will pay normal park fees to rent all three of the park pavilions.

**ATTACHMENTS/EXHIBITS:**

- Licence Agreement
- Certificate of insurance
- Park Map

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Roxanne Bonner	Asst. County Attorney	County Attorney	(512) 854-9415
Charles Bergh	Director	Parks	(512) 854-9408
John Bartle	Race Organizer		(512) 632-3216

**CC:**

Andy Austin	Organization President		
Daniel Chapman	Chief Ranger	Parks	(512) 263-9114
Robert Armistead	Division Manager	Parks	(512) 854-9831
Jorge Contreras	Supervisor	Parks	(512) 276-9770

: :  
1101 - Development Services Long Range Planning -

**LICENSE AGREEMENT**

STATE OF TEXAS           §

COUNTY OF TRAVIS       §

This License Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and Violet Crown Sports Association, a Texas nonprofit corporation ("Licensee").

WITNESSETH

THAT WHEREAS, Licensee desires to use certain property located in the Travis County park known as East Metropolitan Park (the "County Park") for the purpose of holding Licensee's "Webberville Cyclocross Race" (the "Event"), and County desires to allow Licensee use of the County Park for such purpose; and

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

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

I.     GRANT OF LICENSE

1.1   County hereby grants a license to Licensee and its employees, agents, sponsors, contractors and suppliers, and to Event participants, to enter and use approved areas within the County Park in connection with the Event (the "License"). Approved areas include those roadways, trails, and park areas, together with their associated rights-of-way, shown on **Exhibit A**, attached hereto and made a part hereof for all purposes. The County Park will remain open to the public during the Event. The License includes the following rights and privileges: (a) during the License Term, as defined in paragraph 2.1, below, the right to hold a bicycle race, which will last approximately 6 hours on Saturday, October 18, 2014 at a location to be approved in advance by the Travis County Parks Division of the Transportation and Natural Resources

Department ("the Parks Division"); and (b) the right to pass out fliers to Event attendees and participants (and to other interested County Park visitors) describing the Event and emphasizing the need to comply with County Park rules and regulations.

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

1.3 Licensee agrees to make no structural changes to the County Park. However, the License allows for superficial preparation to be made to the County Park to facilitate Licensee's Event needs, including the right to place temporary signage throughout the licensed areas of the County Park; provided, however, the location and appearance of such signage shall be subject to the pre-approval of the Parks Division, as defined below. Licensee agrees to leave the County Park in the same and as good a condition as when it was received, normal wear and tear excepted as determined by existing County parks policy.

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

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

1.6 During the License Term, as such term is defined below, Licensee agrees to take all reasonable measures to minimize noise and any other type of interference with or disruption of normal County Park business, including the use and enjoyment of the County Park by regular County Park visitors.

## II. TERM OF LICENSE

2.1 The License is granted for one day, from approximately 8:00 a.m. until 4:00 p.m. on Saturday, October 18, 2014 (the "License Term"). Licensee acknowledges and agrees that such date and times are subject to postponement and/or rescheduling due to any cause or reason beyond the control of Licensee or as determined to be necessary by County.

### III. PAYMENT TO COUNTY

3.1 In consideration of the License granted hereunder, Licensee shall provide, at its own cost and expense:

(i) all utilities such as electricity, water, garbage removal and wastewater during Licensee's use of the County Park;

(ii) a sufficient (as determined by the Parks Division) number of port-potties (portable restrooms) into the County Park so as to satisfy the restroom needs of anticipated Event participants, sponsors and attendees/spectators

(iii) all traffic control devices, public notices, and signage determined to be necessary by the Parks Division to aid in notifying the public of the Event, directing traffic and parking vehicles;

(iv) emergency medical personnel through employment of EMS System cleared medics who are certified in CPR and First Aid, as reasonably necessary (to be solely determined by the Parks Division) to ensure the safety and integrity of the persons and property brought onto the County Park for the purposes authorized under this Agreement; and

(v) security through employment of Travis County Park Rangers as reasonably necessary (to be solely determined by the Parks Division) to ensure the safety and integrity of the persons and property brought onto the County Park for the purposes authorized under this Agreement.

3.2 In addition, all vehicles brought into the County Park for purposes authorized under this Agreement, and all persons entering the County Park for the purpose of participating in, sponsoring, conducting or viewing the licensed activities, will be charged, and Licensee will pay, prior to County Park entry, all normal and customary fees charged to the public.

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

### IV. PERMITS

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

## V. CONTROL OF TRAVIS COUNTY

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

5.2 Licensee agrees to attend a pre-site meeting with TNR representatives if in their sole discretion, determine that such a meeting is necessary prior to commencement of the Event.

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

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

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

## VI. USE AND REPAIRS

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

## VII. INDEMNIFICATION

**7.1 LICENSEE AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM**



**AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY LICENSEE, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE COUNTY PARK.**

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

#### VIII. SAFETY

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

#### IX. AMENDMENTS

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

#### X. NON-ASSIGNMENT OF RIGHTS

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

#### XI. NOTICES

11.1 Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery, in writing, or registered

or certified mail, return receipt requested. Notices shall be sufficient if made or addressed as follows:

If to Licensee:                    John Bartle  
   Race Director  
   Violet Crown Sports Association  
   PO Box 10186  
   Austin, Texas 78766  
   (512) ~~916-5744~~ 632 3216 *SV*

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

And:                                    Steven M. Manilla, P.E.  
   County Executive  
   Travis County Transportation and  
   Natural Resources Department  
   P.O. Box 1748  
   Austin, Texas 78767

## XII. VENUE AND CHOICE OF LAW

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

## XIII. MEDIATION

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

## XIV. ENTIRETY OF AGREEMENT

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

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

TRAVIS COUNTY:  
a political subdivision of the State of Texas

By: \_\_\_\_\_  
Samuel T. Biscoe  
Travis County Judge

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

LICENSEE:  
Violet Crown Sports Association,  
a Texas nonprofit corporation

By: John A Bantle  
Name: JOHN A. BANTLE  
Title: President

Date: 9-25-14

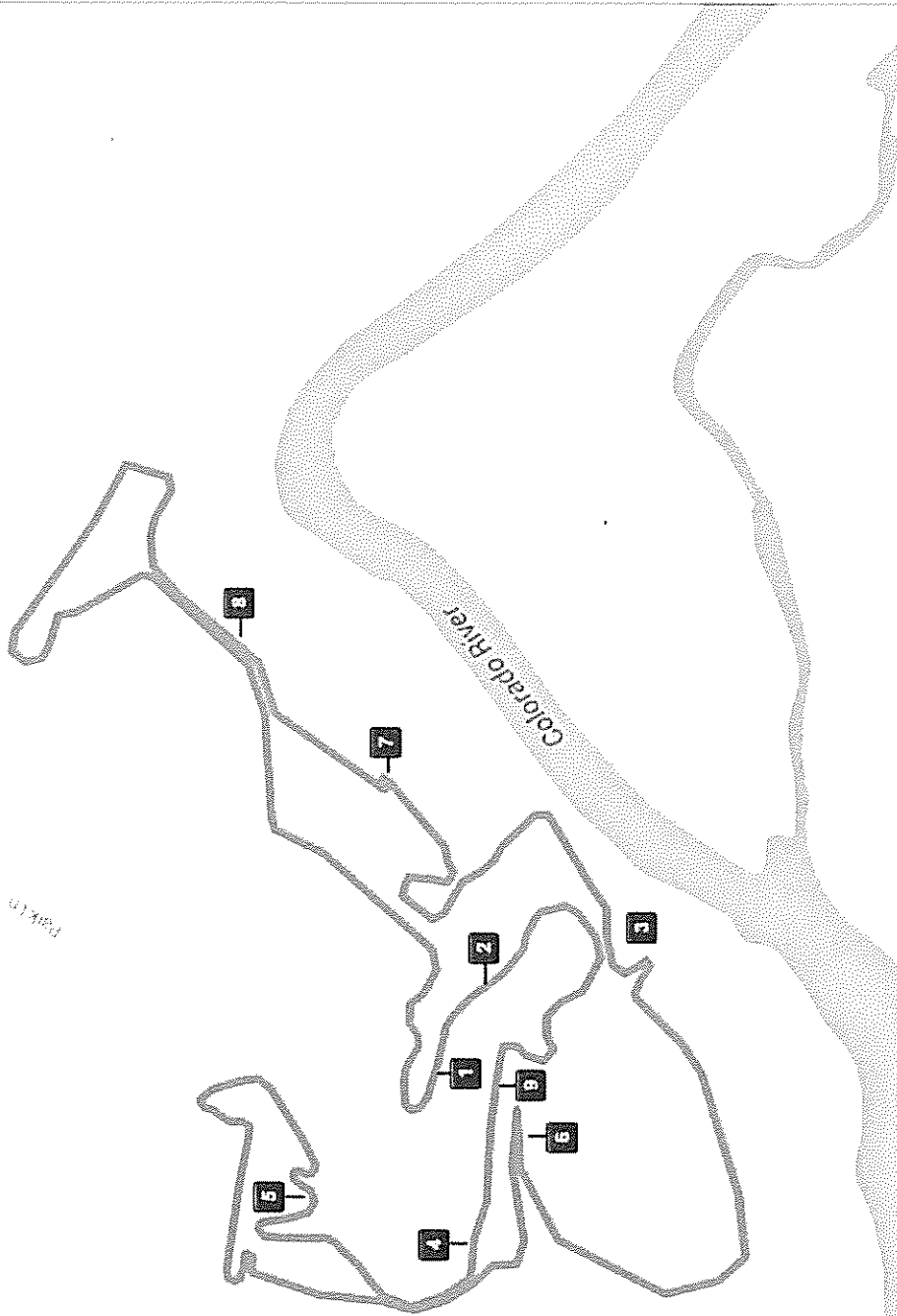
**EXHIBIT A**

**Licensed Areas in Webberville Park**

# Webberville CX - 2014

## 2.0 Mile Loop

<b>1</b>	Staging
<b>2</b>	Finish
<b>3</b>	Wheel Pit
<b>4</b>	Pavillion
<b>5</b>	Hill
<b>6</b>	Sand
<b>7</b>	U-Box
<b>8</b>	Asphalt Hill
<b>9</b>	Barriers



**EXHIBIT B**  
**INSURANCE CERTIFICATE OF LICENSEE**  
**(to be attached)**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/08/2014

Page 1 of 2

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

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

<b>PRODUCER</b>		<b>CONTACT</b>	
Willis of Texas, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 37210-5191		NAME: _____ PHONE (AC, NO, EXT): 877-945-7378 E-MAIL: certificates@willis.com ADDRESS: _____	FAX (AC, NO): 888-467-2378
<b>INSURED</b>		<b>INSURER(S) AFFORDING COVERAGE</b>	
USA Cycling, Inc. 210 USA Cycling Point Colorado Springs, CO 80919		INSURER A: Federal Insurance Company NAIC# 20281-001	
		INSURER B: _____	
		INSURER C: _____	
		INSURER D: _____	
		INSURER E: _____	
		INSURER F: _____	

**COVERAGES** CERTIFICATE NUMBER: 22000857 REVISION NUMBER: \_\_\_\_\_

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSRD VVVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-EXT <input checked="" type="checkbox"/> LOC	Y	79960314	12/31/2013	12/31/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATUTORY LIMITS OTHER EL EACH ACCIDENT \$ EL DISEASE EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)**  
Endorsement 80-02-2306: Additional Insured : As required by written contract, Certificate Holders are named as Additional Insureds for USA Cycling sanctioned/permitted events.

Endorsement 80-02-9301: Event Organizer and/or Promoters are Named Insureds. It shall be a condition of coverage that all organizers/promoters for whom coverage is afforded under this policy execute a USAC event permit application and coverage will be afforded only for the specific event and dates on the permit.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Travis County 314 West 11th Street Austin, TX 78701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

AGENCY CUSTOMER ID: HRH18003

LOC#: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

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

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

Event #2014-3283  
Event Name: Webberville Cyclocross  
Event Location: Webberville, TX  
Event Date: 10/18/2014

Certificate Holder is an Additional Insured with respects to Event #2014-3283, Webberville Cyclocross, in Webberville, TX on 10/18/2014, but only with respect to the liability arising out of the Named Insured's Operations.





**Liability Insurance**

**Endorsement**

*Policy Period*            DECEMBER 31, 2013 TO DECEMBER 31, 2014  
*Effective Date*            DECEMBER 31, 2013  
*Policy Number*            7996-03-14  
*Insured*                    USA CYCLING, INC.  
  
*Name of Company*        FEDERAL INSURANCE COMPANY  
*Date Issued*                OCTOBER 11, 2013

This Endorsement applies to the following forms:

GENERAL LIABILITY

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

**Who Is An Insured**

*State Or Political  
Subdivision - Permits*

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

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

**Bodily Injury/Property  
Damage Exclusions**

*Operations For State Or  
Political Subdivision*

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

Under Policy Exclusions the following exclusion is added:

**Policy Exclusions**

**Operations For State Or  
Political Subdivision**

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

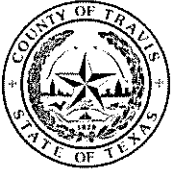
Designation Of State Or Political Subdivision

AS REQUIRED BY WRITTEN CONTRACT/PERMIT

All other terms and conditions remain unchanged.

Authorized Representative





## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 7, 2014

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

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

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

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

**AGENDA LANGUAGE:** Consider and take appropriate action on the Second Amendment to the Sweetwater Ranch Section One and Section Two Phasing Agreement in Precinct Three.

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

The current developer of the Sweetwater Ranch subdivision, WS - COS Development, LLC, wishes to amend the existing Phasing Agreement, originally approved in 2004 and amended in 2006. The amendment is necessary as the obligations set forth in Section 1 of the original Phasing Agreement have been satisfied in full compliance with the terms of the first amendment and no longer remain outstanding. Also, the developer has directed and authorized its engineer to design and prepare construction plans, contract documents and a right-of-way (ROW) dedication plat for that part of Pedernales Summit Parkway shown in the preliminary plan for Section Two and to submit same to TNR for review and approval.

Per the proposed amended Phasing Agreement, the developer shall be allowed to submit plat applications for new phases within Sweetwater Ranch for review, approval, and posting of fiscal security or alternative fiscal security as is allowed under Chapter 82, until the time of recording of the final plat containing the 600th platted lot situated in Section One and/or Section Two. After the recording of the final plat containing the 600th platted lot situated in Section One and/or Section Two, the developer agrees to cease submitting new plat applications for new phases within Sweetwater Ranch until the following conditions are satisfied with respect to the then remaining roadway improvements for Pedernales Summit Parkway Section 2:

A. Developer shall have posted fiscal security or alternative fiscal security, as allowed under Chapter 82, in an amount equal to the estimated costs for the following (to the extent such security is not already posted within the county): construction of the bridge over Bee Creek; the water quality structure(s) associated with such roadway improvements; revegetation of construction areas related to such

roadway improvements; and temporary erosion and sedimentation controls relating to construction of such roadway improvements;

B. Developer shall have recorded the ROW dedication plat for Pedernales Summit Parkway Section 2 with the security required by the county; and

C. Developer shall have submitted to TNR the construction plans for Pedernales Summit Parkway Section 2, and TNR shall have issued the permit for the construction of these improvements.

After the obligations listed above have been met, the developer shall be allowed to submit plat applications for new phases within Sweetwater Ranch for review, approval, and posting of fiscal security or alternative fiscal security as is allowed in Chapter 82, until the recording of the final plat containing the 700th platted lot situated within Section One and/or Section Two. After the recording of the final plat containing the 700th platted lot situated in Section One and/or Section Two, the developer agrees to cease submitting new plat applications for new phases within Sweetwater Ranch until construction has started on Pedernales Summit Parkway Section 2. After these requirements have been met, the developer shall have the right to continue submitting new plat applications for new phases within Sweetwater Ranch for review, approval, and posting of fiscal security or alternative fiscal security as allowed under Chapter 82.

**STAFF RECOMMENDATIONS:**

Staff has reviewed the terms of the amended Phasing Agreement and finds them acceptable; staff recommends approval of the amended Phasing Agreement.

**ISSUES AND OPPORTUNITIES:**

Staff has not registered any interested parties nor been contacted by any adjacent property owners regarding this item.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

N/A

**ATTACHMENTS/EXHIBITS:**

- Precinct Map
- Location Map
- Proposed Amended Phasing Agreement

**REQUIRED AUTHORIZATIONS:**

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

**CC:**


**SM:AB:mh**

**1101 - Development Services Long Range Planning - Sweetwater Ranch Preliminary Plan  
Amended Phasing Agreement**



LOCATION MAP  
NTS

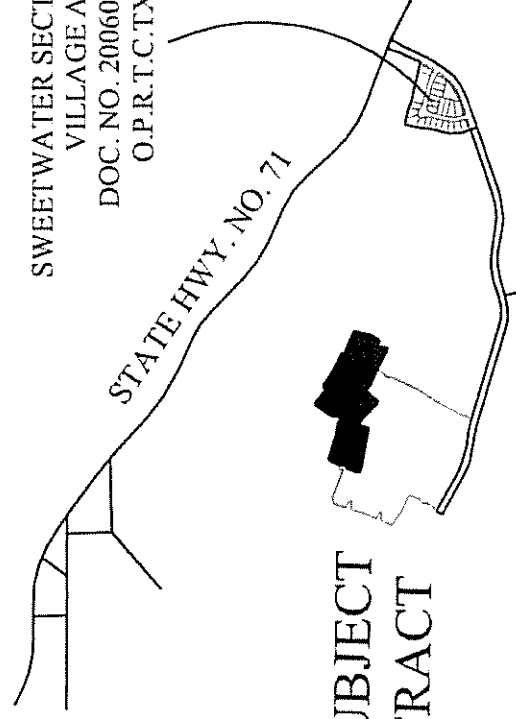


SWEETWATER SECTION ONE  
VILLAGE A  
DOC. NO. 200600162  
O.P.R.T.C.TX.

STATE HWY. NO. 71

SUBJECT  
TRACT

PEDERNALES SUMMIT  
PARKWAY



**SECOND AMENDMENT TO PHASING AGREEMENT -  
SWEETWATER RANCH, SECTION ONE AND SECTION TWO**

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

This Second Amendment to Phasing Agreement – Sweetwater Ranch, Section One and Section Two (this "Second Amendment") is made and entered into by and between WS-COS Development, LLC, a Delaware limited liability company ("Developer"), and Travis County, Texas (the "County"), (hereinafter Developer and County may be collectively referred to as the "Parties", or individually as a "Party") for the purposes and consideration stated herein.

WHEREAS, Sweetwater Austin, L.L.P., a Texas limited partnership ("Sweetwater Austin"), as "Developer" and the County entered into that certain Sweetwater Ranch Section One Phasing Agreement dated effective as of July 16, 2004, and recorded in the Official Public Records of Travis County, Texas, as Document Number 2006070705 (the "Original Phasing Agreement"), providing for, among other things, the orderly development of certain property described therein in conjunction with a process to coordinate the construction and improvement of certain roads and streets with the phased development of such property;

WHEREAS, Forest City Sweetwater, L.P., a Texas limited partnership ("Forest City"), succeeded Sweetwater Austin as "Developer" under the Original Phasing Agreement and, subsequently, Forest City and the County entered into that certain Sweetwater Ranch Section One Amended Phasing Agreement Section Two Phasing Agreement, dated effective as of May 24, 2006, and recorded in the Official Public Records of Travis County, Texas, as Document Number 2006100748 (the "First Amendment"), amending the Original Phasing Agreement (as so amended, the "Amended Phasing Agreement") and affecting that certain 1,048 acres described in Exhibit "A" attached to the First Amendment (as defined therein and used herein, the "Property");

WHEREAS, the Developer previously submitted (i) the Sweetwater Ranch Master Development Plan, depicting Sweetwater Ranch Sections One and Two, which plan the County approved, (ii) the Preliminary Plan for Sweetwater Ranch – Section One ("Section One"), which was approved by the County on June 29, 2004, and (iii) the Preliminary Plan for Sweetwater Ranch - Section Two ("Section Two"), which was approved by the County on March 14, 2005, and which preliminary plans were and remain valid, in force and vested as of their respective County approval dates, for all purposes;

WHEREAS, Developer succeeded Forest City as "Developer" under the Amended Phasing Agreement;

WHEREAS Developer is in the continual and ongoing process of subdividing certain tracts of land as described in the Amended Phasing Agreement;

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WHEREAS, the obligations set forth in Section 1 of the Original Phasing Agreement have been satisfied in full compliance with the terms of the First Amendment and no longer remain outstanding;

WHEREAS, Developer has heretofore directed and authorized its engineer to design and prepare construction plans, contract documents and a right-of-way (ROW) dedication plat for that part of Pedernales Summit Parkway shown in the Preliminary Plan for Section Two (“PSP Section 2”) and to submit same to Travis County Transportation and Natural Resources for review and approval in order to avoid delays in the ongoing development of the project; and

WHEREAS, Developer and the County desire to further amend the Amended Phasing Agreement to, among other things, coordinate the phasing process and the future improvements of PSP Section 2.

NOW THEREFORE, in consideration of these premises set forth above (which the Parties hereby confirm are true and correct) and the promises contained herein, the Parties agree as follows:

1. The Amended Phasing Agreement, as amended by this Second Amendment, is herein called the "Phasing Agreement". Capitalized terms not otherwise defined herein shall have the meanings set forth for such terms in the Phasing Agreement.

2. Developer has currently submitted plat applications to the County for over 700 lots situated within Section One and/or Section Two of the Property. The County has currently approved alternate fiscal requests for a total of 523 lots within the Property (“Alternate Fiscal Lots”), and the Developer has submitted fiscal security for, and the County has approved and recorded, final plats for a total of 509 lots within the Property (“Final Platted Lots”). Developer and County acknowledge that even after there are 600 Final Platted Lots within the Property, it may be well over one year before there are 600 or more completed single family homes within the Property, due to the amount of time that it will take the homebuilders to sell and build the homes on the Final Platted Lots.

3. Sections 1 and 3 of the Original Phasing Agreement are hereby deleted, because the obligations therein have now been completed.

4. Section 1a of the First Amendment is hereby deleted, because the obligations therein have now been completed. Sections 1b and 1c of the First Amendment are replaced by Sections 6 and 7 below.

5. As each phase of the Property is final platted, Developer will post County-approved construction fiscal security or alternative fiscal security, as allowed under Chapter 82-Travis County Development Regulations (“Chapter 82”), for the cost of street and drainage improvements within, or necessary to provide access to, such phase, to the extent not already secured with the County.

6. Developer shall be allowed to submit, without limitation, plat applications for new phases within the Property for review, approval and posting of fiscal security or alternative fiscal security as is allowed under Chapter 82, until the time of recording of the final plat containing the 600th platted lot situated in Section One and/or Section Two. After the recording of the final plat containing the 600th platted lot situated in Section One and/or Section Two, Developer agrees to cease submitting new plat applications for new phases within the Property until the following conditions are satisfied with respect to the then remaining roadway improvements for PSP Section 2:

- a. Developer shall have posted fiscal security or alternative fiscal security, as allowed under Chapter 82, in an amount equal to the estimated costs for the following (to the extent such security is not already posted within the County): construction of the bridge over Bee Creek; the water quality structure(s) associated with such roadway improvements; revegetation of construction areas related to such roadway improvements; and temporary erosion and sedimentation controls relating to construction of such roadway improvements;
- b. Developer shall have recorded the ROW dedication plat for PSP Section 2 with the security required in Section 6a of this Second Amendment; and
- c. Developer shall have submitted to the County the construction plans for PSP Section 2, and the County shall have issued the permit for the construction of these improvements. Such permitting shall not be unreasonably delayed or withheld by County.

7. After the obligations of Paragraph 6 have been met, the Developer shall be allowed to submit plat applications for new phases within the Property for review, approval and posting of fiscal security or alternative fiscal security as is allowed in Chapter 82, until the recording of the final plat containing the 700<sup>th</sup> platted lot situated within Section One and/or Section Two. After the recording of the final plat containing the 700<sup>th</sup> platted lot situated in Section One and/or Section Two, Developer agrees to cease submitting new plat applications for new phases within the Property until construction has started on PSP Section 2. The term "construction has started" as used in the preceding sentence shall mean (a) completion by Developer of the pre-construction meeting onsite with County construction inspection staff, and (b) the issuance of a written notice to proceed from the Developer to the contractor who will be constructing PSP Section 2. After these requirements have been met, Developer shall have the right to continue submitting new plat applications for new phases within the Property for review, approval and posting of fiscal security or alternative fiscal security as allowed under Chapter 82, without limitation.

8. The notice addresses for Developer in the Amended Phasing Agreement are hereby deleted and replaced for the Phasing Agreement with the following:

c/o Wheelock Street Capital  
660 Steamboat Road, 3rd Floor  
Greenwich, CT 06830  
Attn: Lawrence Settanni

with copy to:

c/o Wheelock Street Capital  
3303 Quiet Glen Drive  
Kingwood, Texas 77345  
Attn: Mike Rafferty

9. Whenever the provisions of this Second Amendment are inconsistent with the provisions of the Amended Phasing Agreement, the provisions hereof shall control. In addition, it is acknowledged that whenever the provisions of the First Amendment are inconsistent with the Original Phasing Agreement, the provisions of the First Amendment shall control. Except as expressly amended, modified and supplemented hereby, all the terms and provisions of the Amended Phasing Agreement are hereby ratified and remain in full force and effect.

[SIGNATURE PAGES FOLLOW]

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EXECUTED to be effective as of the later date set forth below.

**DEVELOPER:**

**WS – COS DEVELOPMENT, LLC,**  
a Delaware limited liability company

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

Name: Michael L. Rafferty

Title: Authorized Signatory

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

**COUNTY:**

**TRAVIS COUNTY, TEXAS**

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

Name: \_\_\_\_\_

Title: County Judge

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

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C:\Users\HettenM\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\HZMUWION\Second Amendment to Phasing Agreement-Sweetwater Ranch v05 KREL.docx  
H:\Office\WPDOC\23308\013-Sweetwater-General development matters\Phasing Agreement and Amendment-Travis County\Second Amendment to Phasing Agreement-Sweetwater Ranch v05 KREL.docx

THE STATE OF TEXAS    §  
  §  
COUNTY OF TRAVIS     §

This instrument was acknowledged before me on \_\_\_\_\_, 2014, by Michael L. Rafferty, Authorized Signatory of WS-COS Development, LLC, a Delaware limited liability company, on behalf of said company.

\_\_\_\_\_  
Notary Public, State of Texas  
[Seal]

THE STATE OF TEXAS    §  
  §  
COUNTY OF TRAVIS     §

This instrument was acknowledged before me on \_\_\_\_\_, 2014, by \_\_\_\_\_, County Judge of Travis County, on behalf of said county.

\_\_\_\_\_  
Notary Public, State of Texas  
[Seal]



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 7, 2014

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

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

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

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

**AGENDA LANGUAGE:** Consider and take appropriate action on a resolution stating a 50 foot strip of land in the Vistancia preliminary plan (formerly Skywest Ranch preliminary plan) is dedicated solely for right-of-way in Precinct Three.

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

In conjunction with the approval of the Vistancia preliminary plan (formerly Skywest Ranch preliminary plan) in 2011, and to meet the balance of tract requirements of Chapter 82, a 50' wide strip of land was deeded to Travis County. This strip of land connects an adjacent land-locked 27 acre tract to the 50' wide dedicated right-of-way (ROW) for Valley View, and is recorded in deed Document No. 2012178671, Official Public Records of Travis County, Texas. The deed conveyed fee title of the strip of land to Travis County but did not provide notice to the public that the intended use of the strip of land is solely for ROW purposes.

### **STAFF RECOMMENDATIONS:**

Staff recommends designating and limiting the use of the strip of land to public roads and private roads approved by Travis County.

### **ISSUES AND OPPORTUNITIES:**

Staff has not registered any interested parties or been contacted by any adjacent property owners regarding this item.

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

N/A

### **ATTACHMENTS/EXHIBITS:**

Precinct Map

Location Map

Vistancia (Skywest Ranch) Preliminary Plan

Resolution

**REQUIRED AUTHORIZATIONS:**

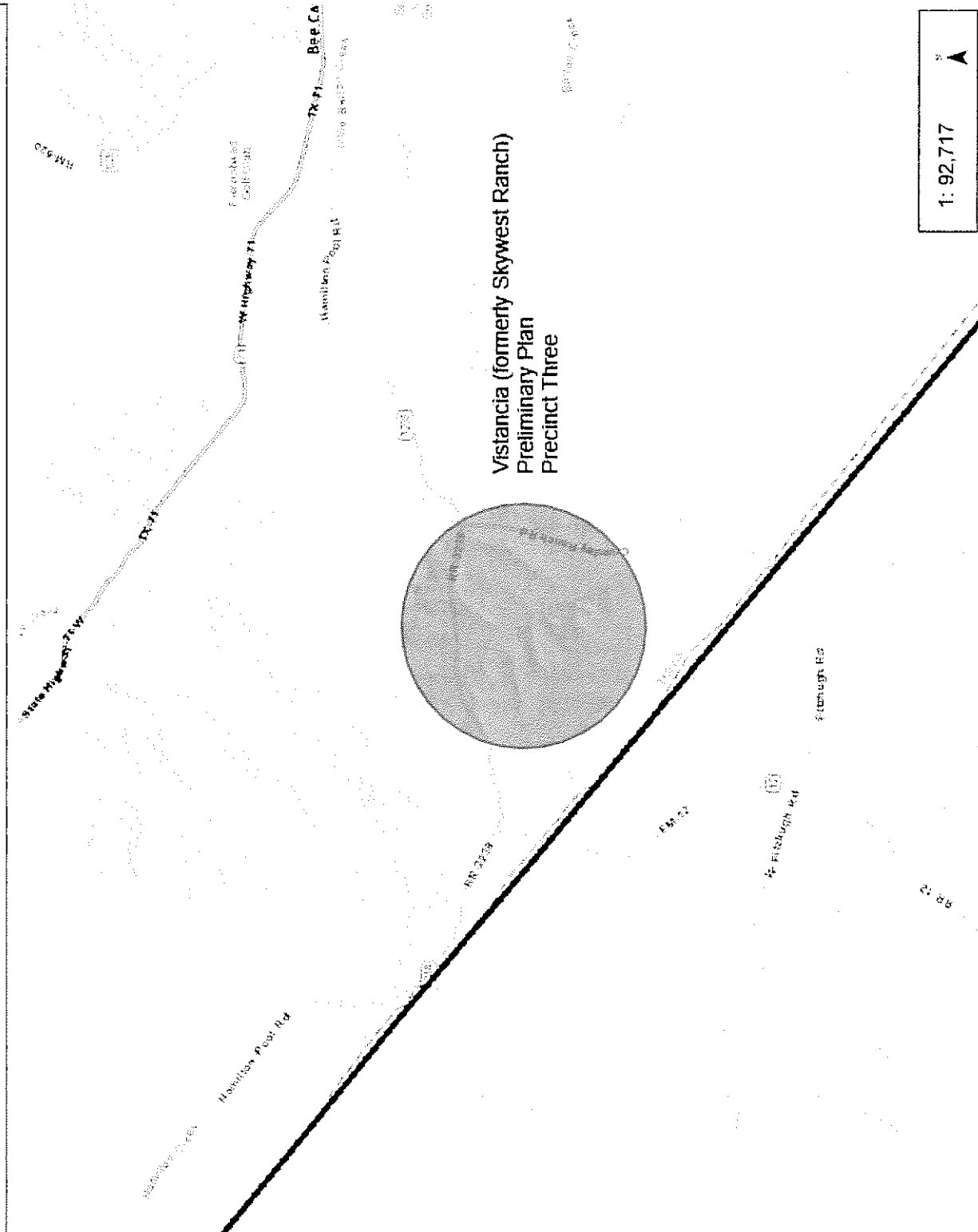
Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429

**CC:**


**SM:AB:mh**

**1101 - Development Services Long Range Planning - Vistancia ROW Resolution**

# PRECINCT MAP



Legend

Notes

1: 92,717

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**

2.9 Miles

1.45

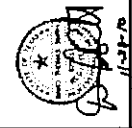
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2.9



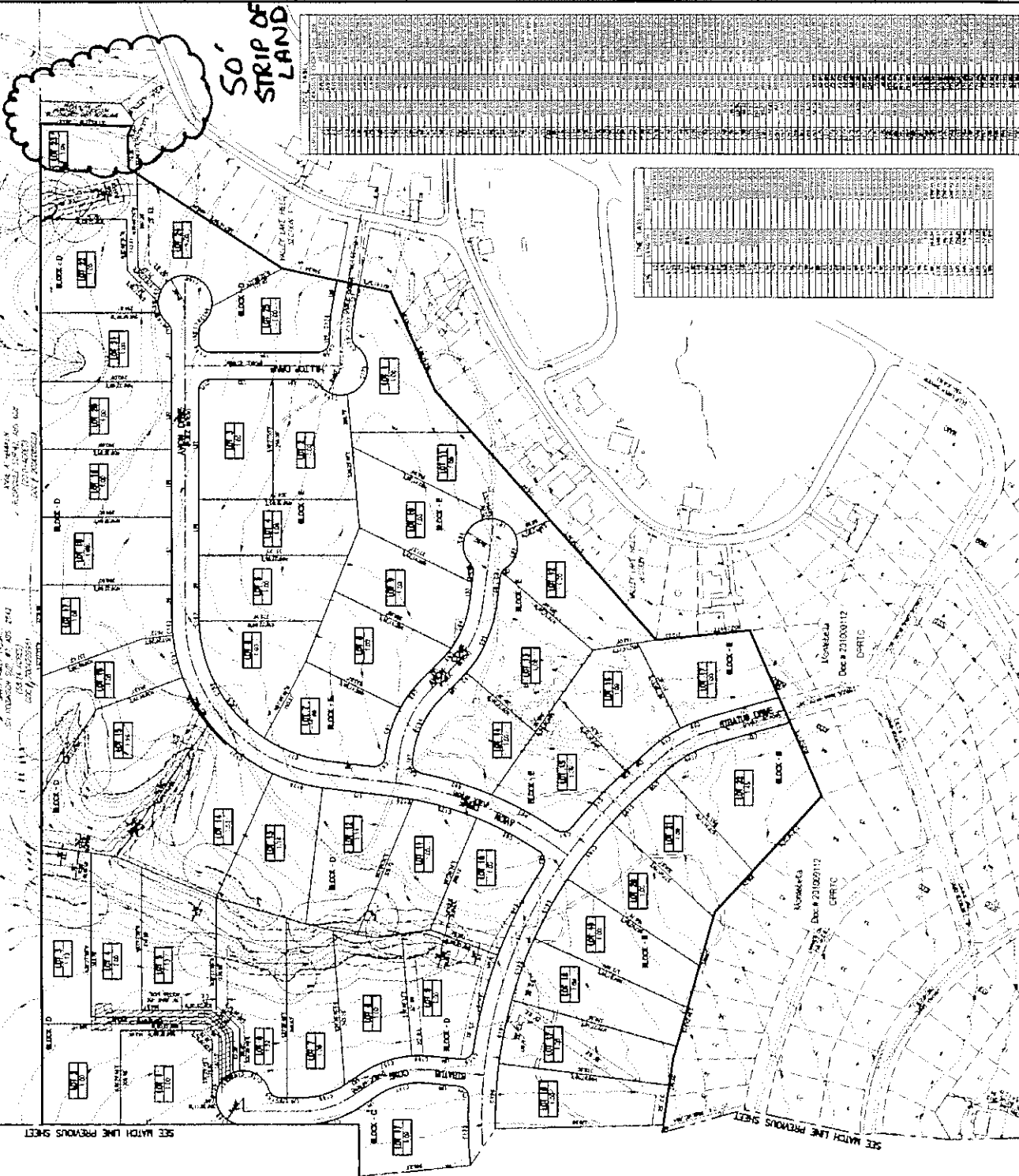


DAVID T. SMITH, P.E.  
 LICENSE NO. 1138  
 CIVIL ENGINEER  
 1000 WEST 11TH STREET  
 FORT WORTH, TEXAS 76104  
 (817) 337-8144



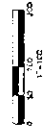
SKYWEST RANCH PRELIMINARY PLAN  
 TRAVIS COUNTY, TEXAS  
 PRELIMINARY PLAN  
 SHEET 2 OF 2

DATE: 12/11/12  
 DRAWN BY: J. SMITH  
 CHECKED BY: J. SMITH  
 SCALE: AS SHOWN  
 SHEET 5  
 OF 6



THIS PLAN IS TO BE CONSIDERED VOID IF ANY OF THE INFORMATION CONTAINED HEREIN IS FOUND TO BE UNTRUE OR MISLEADING.

ALL DIMENSIONS FOR THE LOCATION OF ANY POINT SHOWN ON THIS PLAN ARE TO BE TAKEN FROM THE CORNER OF THE MAIN ROAD TO THE POINT SHOWN UNLESS OTHERWISE SPECIFIED.



CUL-DE-SAC LEGEND

SEE MATCH LINE PREVIOUS SHEET

SEE MATCH LINE PREVIOUS SHEET

NO.	DESCRIPTION	DATE	BY
1	PRELIMINARY PLAN	12/11/12	J. SMITH
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3	REVISION		
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50	REVISION		

NO. 211000112  
 D-PRIC  
 NO. 211000112  
 D-PRIC

## RESOLUTION

WHEREAS, in conjunction with the approval of the Vistancia preliminary plat and to meet the requirements of Chapter 82 of the County Code, a fifty foot (50') wide strip of land was deeded to Travis County ("Strip");

WHEREAS, the Strip connects an adjacent land-locked 27 acre tract of land to the fifty foot (50') wide dedicated right of way for Valley View;

WHEREAS, the deed is recorded in Document No. 2012178671, Official Public Records of Travis County, Texas ("Deed"); and

WHEREAS, the Deed conveyed fee title to the Strip to Travis County but does not provide notice to the public that the intended use of the Strip is for road purposes.

NOW THEREFORE, the Travis County Commissioners Court hereby designates and limits the use of the Strip to public roads and private roads approved by Travis County.



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 7, 2014

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

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

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

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

### **AGENDA LANGUAGE:**

Consider and take appropriate action on the following requests:

- A) Approval of the Destiny Hills Section Two Final Plat (Final Plat - 24 single family lots on 54.151 acres - Destiny Hills Drive - County of Travis); and
- B) Approval of the Subdivision Construction Ageement for Destiny Hills Section Two in Precinct Three.

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

A) The Destiny Hills Section Two consists of 24 single family lots and 4,824 linear feet of proposed public roadway on 54.151 acres. Water will be provided by individual wells and wastewater provided by on site septic systems. Parkland fees of \$2,686.00 have been satisfied. Fiscal of \$405,822.78 has been posted with Travis County.

B) The applicant, Matt Worrell of Destiny Hills Development, Inc. wishes to enter into a standard subdivision construction agreement with Travis County

### **STAFF RECOMMENDATIONS:**

This application meets Travis County standards and TNR staff recommends approval of these requests.

### **ISSUES AND OPPORTUNITIES:**

The original Destiny Hills Section Two application was filed with Travis County February 20, 2002 and approved for Alternate Fiscal in Commissioners Court on April 26, 2005. However, no actual construction was completed on the project and it was purchased this year. The new owner wishes to complete the project and has voluntarily complied with the Consumer Protection Notice and current Groundwater Availability Certification showing there is groundwater of sufficient quality to meet the intended use of the platted subdivision.

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

NA

**EXHIBITS/ATTACHMENTS:**

Final Plat, Location Map, Construction Agreement, Precinct Map

**REQUIRED AUTHORIZATIONS:**

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

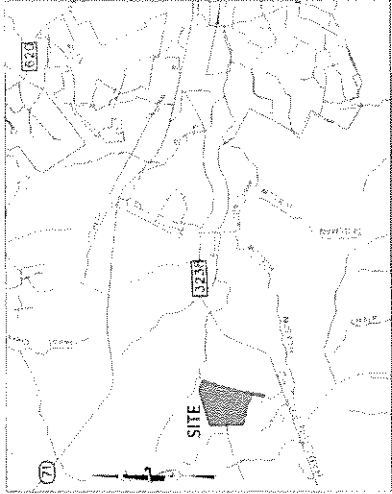
**CC:**

Sarah Sumner	Planner	TNR	(512) 854-7561

**CD:AB:ss**

**1101 - Development Services Long Range Planning- Destiny Hills Section Two**

**FINAL PLAT  
DESTINY HILLS SECTION TWO**



**LOCATION MAP  
(NOT TO SCALE)**

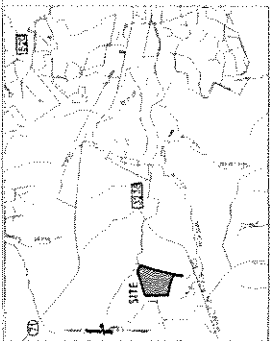
TRAVIS COUNTY CONSUMER PROTECTION NOTICE FOR HOMEBUYERS  
IF YOU ARE BUYING A LOT OR HOME, YOU SHOULD DETERMINE  
WHETHER IT IS INSIDE OR OUTSIDE THE CITY LIMITS. DEPENDING ON  
STATE LAW AND OTHER FACTORS, LAND OUTSIDE THE CITY LIMITS  
MAY BE SUBJECT TO FEWER LOCAL GOVERNMENT CONTROLS OVER  
THE DEVELOPMENT 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.

DATE OF PLAT: 07/29/2014

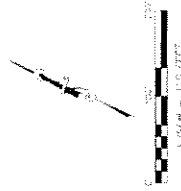


SHEET 2 OF 4 SHEETS

# FINAL PLAT DESTINY HILLS SECTION TWO



LOCATION MAP  
NORTH ARROW



### LEGEND

- 1/2" IRON RING FOUNDING
- 1/2" IRON ROD SET W/ CAP "ODDS SURVEYING"
- BUILDING SETBACK LINE
- PUBLIC UTILITY EASEMENT
- CHARGE EASEMENT
- D.P.T.C. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY
- P.A.T.C. PLAT RECORDS TRAVIS COUNTY
- POINT OF BEGINNING
- RECORD INFORMATION
- FINISH FLOOR

### DEED ADDRESSES

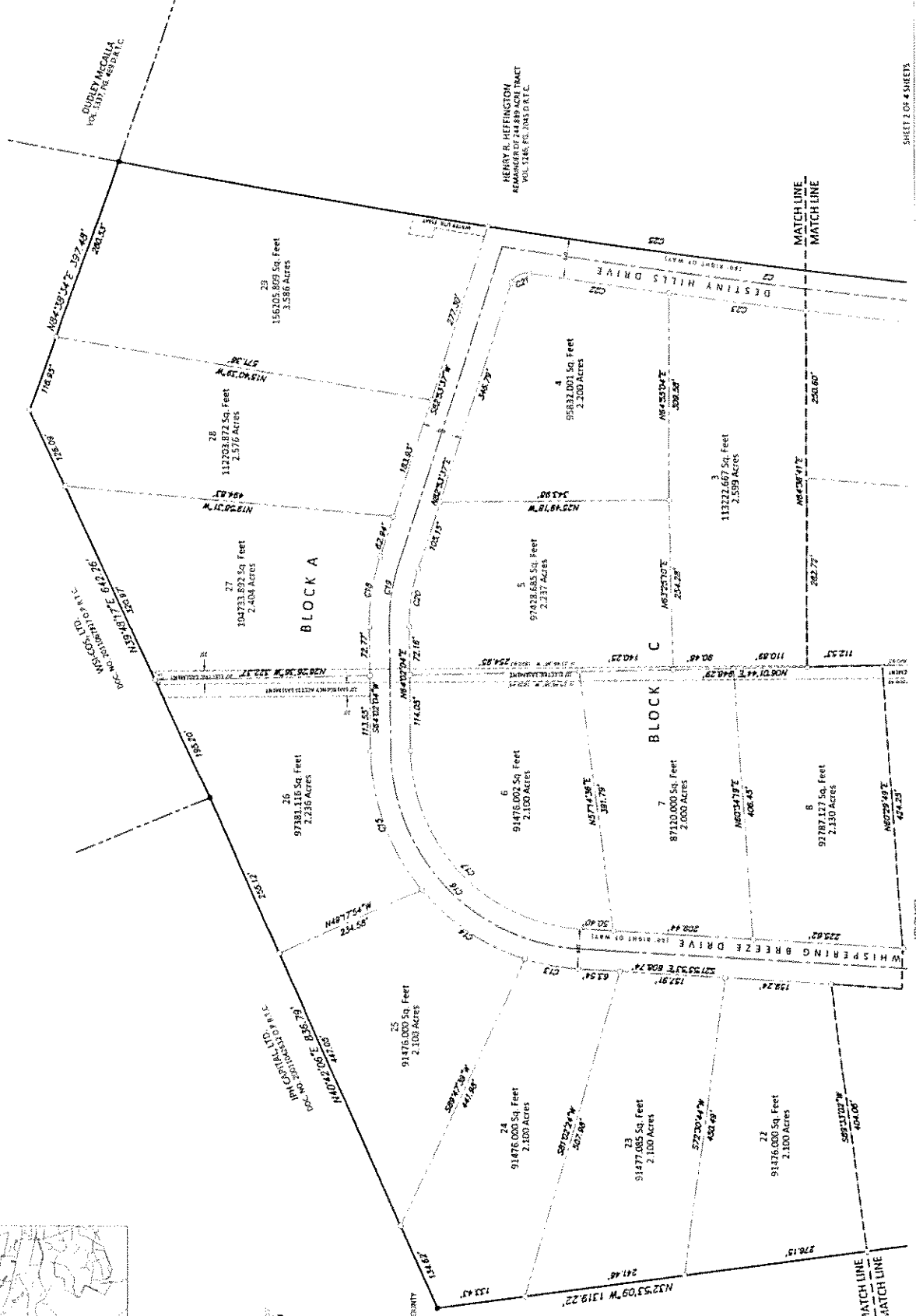
6801 SHELBY HAVEN DRIVE  
BEE CAVALI TRAILS 79738  
DUNWOOD  
FORREST HOFFMANN, PRESIDENT  
DEVELOPER  
1411 N WINDHAM PASS  
AUSTIN, TEXAS 78749  
SUBDIVISION  
FRED L. DODD, JR.  
EODS SURVEYING & MAPPING CO.  
1411 N WINDHAM PASS  
P.O. BOX 11748  
FLORESVILLE, TEXAS 78401  
937-841-3011  
LOT 20, SUBDIVISION  
BLOCK A - 34.12 ACRES  
BLOCK B - 11.00 ACRES (0.302228 28 23 F)  
BLOCK C - 19.86 ACRES (0.15 48 27 F)  
TOTAL NUMBER OF LOTS = 34  
TOTAL AREA = 54.18 ACRES (2.208 827 87 F)  
BLOCK A - 34.12 ACRES (1.482 22 22 F)  
BLOCK B - 11.00 ACRES (0.47 22 22 F)  
BLOCK C - 8.86 ACRES (0.38 22 22 F)

### PROPERTY INFORMATION

1500 WINDHAM MARCH 1975  
TRAVIS COUNTY, TEXAS  
SECTION 20 IN COMBINATION WITH  
SECTION 19 IN COMBINATION WITH  
SECTION 18 IN COMBINATION WITH  
SECTION 17 IN COMBINATION WITH  
SECTION 16 IN COMBINATION WITH  
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### DATE OF PLAT: 07/09/2014

DATE OF PLAT	07/09/2014
PLAT NO.	151279-14-0077
SECTION	20
TOWNSHIP	15S
RANGE	14E
COUNTY	TRAVIS
STATE	TEXAS



SHEET 2 OF 4 SHEETS

**DODD**  
SURVEYING & MAPPING CO.  
PROFESSIONAL LAND SURVEYORS  
TEXAS LICENSE NO. 1019745  
5720 431 2631 www.DoddSurveying.com

Catalyst Engineering Group  
122 Pecan Street West Office (512) 994-8877  
11900 North Loop West Suite 70600 Mobile (512) 637-2210

TYPE FRM NO. F-19275

"DESTINY HILLS SECTION TWO" SHALL HAVE THEIR RESPECTIVE PRIVATE WATER RIGHTS AND SERVICE LINES SHALL BE POSITIONED AS LOCATED ON A PLANET THAT WILL NOT CROSS LOT LINES.

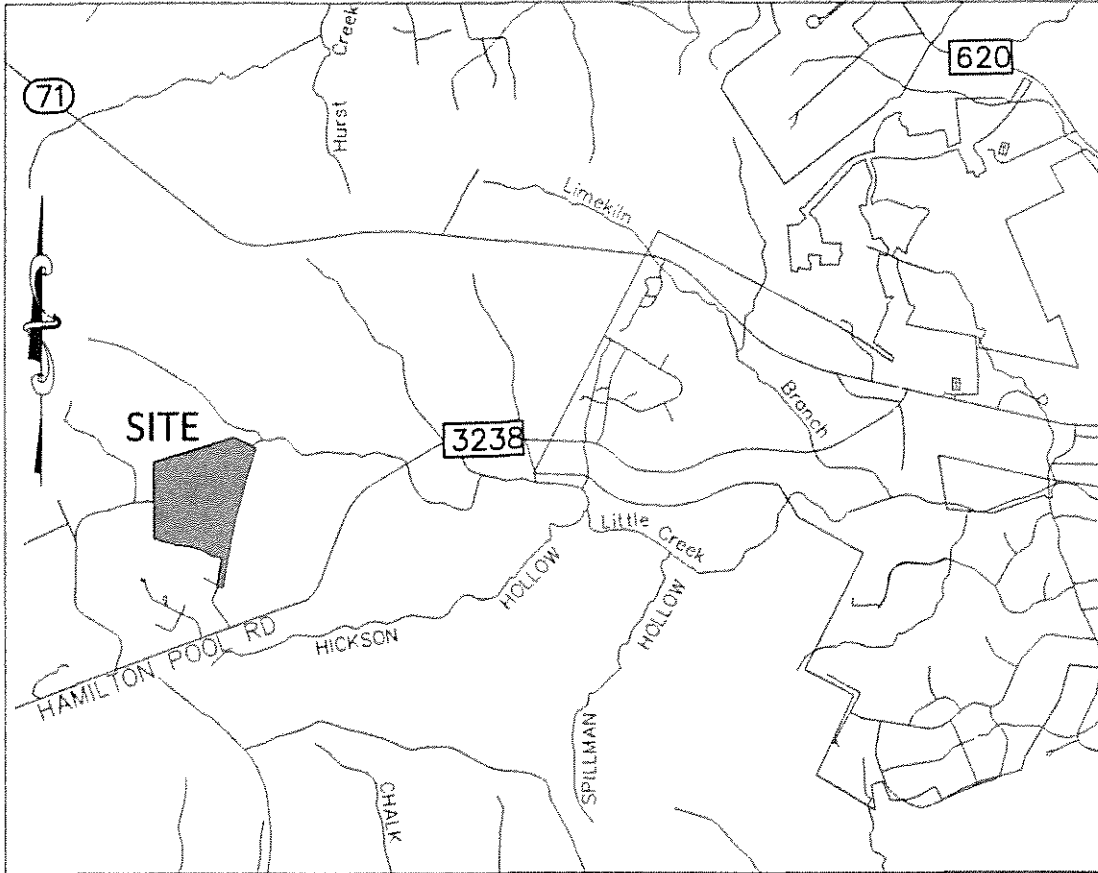
ALL SURVEYS ARE BASED ON GRID BLANKS. DISTANCES ARE IN FEET. DISTANCE COMPONENTS ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM. CENTRAL TENSILE LINE, USING A COMBINED SCALE FACTOR OF 0.99999.







**FINAL PLAT**  
**DESTINY HILLS SECTION TWO**



**LOCATION MAP**  
**(NOT TO SCALE)**

## EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS  
COUNTY OF TRAVIS

This Agreement is made and entered into by and between DESTINY HILLS DEVELOPMENT, INC., (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 "DESTINY HILLS, SECTION II" (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:

### 1. 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: DESTINY HILLS DEVELOPMENT, INC  
6821 KENOSHA PASS  
AUSTIN, TEXAS 78749

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

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

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



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

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

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

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

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


TRAVIS COUNTY, TEXAS

SUBDIVIDER:

DESTINY HILLS DEVELOPMENT, INC  
6821 KENOSHA PASS  
AUSTIN, TEXAS 78749

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

Date:

By:   
Name: ROBERT M. WORRALL  
Title: PRESIDENT  
Authorized Representative  
Date: 9-16-2014

ACKNOWLEDGEMENT

Travis County, Texas:  
STATE OF TEXAS

COUNTY OF TRAVIS

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

Signature of Notary

Subdivider:  
STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 16 day of Sept 2014 by ROBERT M. WOODRALL, PRESIDENT in the capacity stated herein.  
\* OF DESTINY HILLS DEVELOPMENT, INC., A TEXAS CORPORATION

Signature of Notary



After Approval Return to:  
Transportation and Natural Resources  
P.O. Box 1748  
Attn: Sarah Sumner  
Austin, Texas 78767

EXHIBIT A: METES AND BOUNDS DESCRIPTION OF PROPERTY

**JAMES E. GARON  
& ASSOCIATES, INC.**  
PROFESSIONAL LAND SURVEYORS

P.O. Box 1917  
Bastrop, Texas 78602  
512-303-4185  
Fax 512-321-2107  
jgaron@austin.rr.com

November 5, 2013

**LEGAL DESCRIPTION:** BEING 60.848 ACRES OF LAND LYING IN AND SITUATED OUT OF THE S. WILDY SURVEY, ABSTRACT 799; W. FAWCETT SURVEY, ABSTRACT 298; E. HALLMAN SURVEY, ABSTRACT 2245 AND THE J. PALMER SURVEY, ABSTRACT 644; ALL IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO HENRY R. HEFFINGTON AND WIFE, RUTH HEFFINGTON BY DEED RECORDED IN VOLUME 5246, PAGE 2045 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 60.848 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON & ASSOCIATES, INC. IN MAY, 2005;

**BEGINNING** at an iron rod set on the easterly line of that certain 333.609 acre tract of land conveyed to JPH Capital, LTD by deed recorded in Document #2004153390 Official Records, Travis County, Texas for the westerly or northwesterly corner of Lot 11, Block "A"; Destiny Hills Section One as recorded by plat in Book 100, Page 97 plat records, Travis County, Texas;

THENCE N 00°26'53" W a distance of 1320.95 feet to an iron rod found for the northwesterly corner hereof, a westerly corner of said Heffington 238.530 acre tract and an ell corner of said JPH Capital, LTD 333.609 acre tract;

THENCE N 73°10'29" E a distance of 836.79 feet to an iron rod found for a corner of said JPH Capital, LTD 333.609 acre tract and that certain 799.1064 acre tract of land conveyed to WSI-COS, LTD. by deed recorded in Document #2011102858 of said official records;

THENCE with said WSI-COS, LTD. 799.1064 acre tract, N 72°16'40" E a distance of 643.35 feet to an iron rod set for angle point and S 62°53'03" E a distance of 400.37 feet to an iron rod set for the northeasterly corner hereof;

THENCE a distance of 2501.75 feet along the arc of a curve to the left having a radius of 14037.34 feet and a chord bearing S 13°24'01" W a distance of 2498.44 feet to an iron rod set for the northeasterly endpoint of Destiny Hills Drive as dedicated by plat of Destiny Hills Section One;

THENCE N 81°41'51" W a distance of 59.90 feet to an iron rod set for a point of reverse curve on the westerly line of Lot 14, Block "A"; Destiny Hills Section One and the northwesterly endpoint of Destiny Hills Drive;

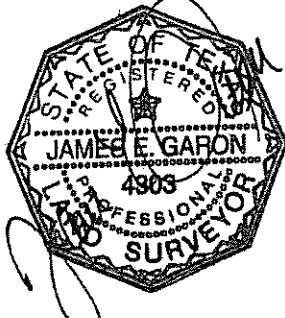
THENCE a distance of 539.17 feet along the arc of a curve to the right having a radius of 14097.38 feet and a chord bearing N 09°23'34" E a distance of 539.14 feet to point in Little Barton Creek for the northeasterly corner of said Lot 14, Block "A";

THENCE along the northerly line of Block "A" and centerline of Little Barton Creek the following calls:

1. S 82°42'48" W a distance of 55.53 feet;
2. N 82°45'19" W a distance of 140.74 feet;
3. N 59°29'15" W a distance of 184.76 feet;
4. N 71°39'35" W a distance of 90.40 feet;
5. N 74°35'44" W a distance of 108.93 feet;
6. N 75°20'59" W a distance of 119.24 feet;
7. N 87°42'37" W a distance of 189.37 feet;
8. N 65°20'34" W a distance of 120.64 feet;
9. N 79°27'10" W a distance of 154.76 feet;
10. N 49°36'00" W a distance of 50.18 feet;
11. N 87°32'17" W a distance of 60.29 feet

to the **POINT OF BEGINNING**, containing 60.848 acres of land, more or less, and as shown by survey map prepared herewith. Said 60.848 acres also being Destiny Hills Section Two as proposed by plat prepared, submitted to and approved by Travis County,

Surveyed by:



James E. Garon  
Registered Professional Land Surveyor  
Server; c:\Travis\subd\Destiny Hills\Destiny2



## Travis County Commissioners Court Agenda Request

**Meeting Date:** 10/7/14

**Prepared By/Phone Number:** Steve Manilla Phone #: -8549429

**Division Director/Manager:** NA

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

**Sponsoring Court Member:** County Judge Sam Biscoe

**AGENDA LANGUAGE:** Consider and take appropriate action a request for funding assistance received from the Lower Colorado Regional Planning Group (Region K)

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

On September 14, 2014 the Judge's office received the attached letter from Mr. John Burk, Chair of the Lower Colorado Regional Water Planning Group (Region K) (RWPG). Mr. Burk advised that the RWPG is reaching out for participation in the water planning process. Furthermore, as a regional group representing multiple public agencies and stakeholders the RPWG develops a regional water plan with a 50 year planning horizon. Additional information about the RPWG can be found at its web site at [www.RegionK.org](http://www.RegionK.org). Budgetary information from the website is as follows:

Region K is made up of all or parts of 14 counties in Central Texas: San Saba, Brunet, Llano, Mills, Blanco, Gillespie, Hays (partial), Williamson (partial), Travis, Bastrop, Fayette, Wharton (partial), Colorado, and Matagorda.

Region K has no regulatory, strategy or project implementation authority. Region K does not have the power to enforce conservation but it is up to individual users and businesses to conserve water.

Region K is sponsored by the Texas Water Development Board and Region K acquired a grant of \$227,689.00 and an amended addition of \$565,838 to support the forth cycle (2011-2016) of regional planning.

During the first two years of the current five-year planning cycle, Region K is conducting special studies to examine particular water strategies and identify changing conditions. Region K is building on, and improving, the existing plan. (The volumous Plan can be found at the RPWG website, [www.RegionK.org](http://www.RegionK.org)). Region K is particularly focused during the planning cycle on coordination within the region, as is required to address shared challenges. In the later portion of this five-year planning cycle, the RWPG will again revise the Regional Water Plan to address changed

conditions and to reflect regional input on potentially feasible water management strategies.

**STAFF RECOMMENDATIONS:**

The planning process benefits Travis County and its residents and businesses because it reviews regional water demands, identifies whether water supply systems are adequate in capacity , and then establishes strategies to meet future water needs.

**ISSUES AND OPPORTUNITIES:**

The Regional Water Plan is updated every five years and the RWPG is developing the 2016 water plan for the 14 counties in the region. As in the previous planning cycles the Texas Water Development Board pays for most, but not all, of the planning costs. The region must pay for some of the costs of public meetings, RWPG meetings, management, administration, oversight, and fiscal accountability of the process. The RPWG reports that about 15 years ago Travis County provided some of the funding needed and those funds are rapidly nearing exhaustion. They are now therefore soliciting funds to cover these needs. A sense of urgency has been added to the request by current drought conditions which necessitate a water availability analysis with the latest hydrology.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

The goal of the RPWG is to raise \$15,000 and they are asking that each entity participate with an amount reasonable to their organization. TNR suggests a contribution of up to \$5000 and recommends funding this request from its FY2015 operating budget (1490010001 511890 Other Consulting Services). Upon approval of this item, TNR will enter a funds reservation in SAP in anticipation of an interlocal agreement. The funds reservation would be used for the purchase order once the interlocal agreement has been executed.

**ATTACHMENTS/EXHIBITS:**

September 4, 2014 letter from John Burk, RWPG Chair

**REQUIRED AUTHORIZATIONS:**

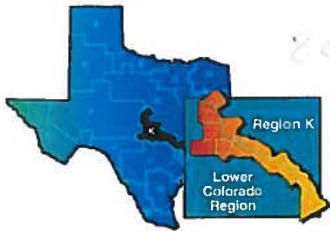
Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Jessica Rio	PBO Manager	PBO	
Nikki Riley	Auditor	Auditor Office	
Tom Nuckols	Asst County Attorney	County Attorney Office	854-9262

**CC:**

Jon White	TNR-NREQ Director	TNR-NREQ	854-7212
Tom Weber	TNR-EQ Division Mngr	TNR-NREQ	854-4629


: :  
**0101 - Administrative -**





## VOTING MEMBERS

John Burke, Chair  
Jim Barho, Vice-Chair  
Teresa Lutes, Secretary  
Jim Brasher  
Joe P. Cooper  
John T. Dupnik  
Ronald G. Fieseler  
Ronald Gertson  
Karen Haschke  
Barbara Johnson  
Joe King  
Brenton Lewis  
Bill Luedecke  
Bill Neve  
Doug Powell  
W.A. Roeder  
Rob Ruggiero  
Haskell Simon  
James Sultemeier  
Byron Theodosis  
Paul Tybor  
David Van Dresar  
Brandon Wade  
Jennifer Walker  
David Wheelock

## COUNTIES

Bastrop  
Blanco  
Burnet  
Colorado  
Fayette  
Gillespie  
Hays (partial)  
Llano  
Matagorda  
Mills  
San Saba  
Travis  
Wharton (partial)  
Williamson (partial)

Lower Colorado River Authority, Administrative Agent  
P.O. Box 220, Austin, Texas 78767  
(512) 473-3200, Fax (512) 473-4026

September 4, 2014

RECEIVED  
COUNTY JUDGE'S OFFICE

14 SEP -8 PM 1:10

Honorable Judge Samuel Bisco  
TRAVIS COUNTY  
P.O. BOX 1748  
Austin, TX 78767

### Re: Request for Funding Assistance Lower Colorado Regional Water Planning Group (Region K)

Dear Honorable Judge Bisco:

The Lower Colorado Regional Water Planning Group (RWPG) is reaching out for participation in the water planning process. As a regional group representing cities, industries, public and environmental interests, counties, groundwater conservation districts, and other water stakeholders, the RWPG develops a regional water plan with a 50 year planning horizon. Visit [www.RegionK.org](http://www.RegionK.org) to view and download the current water plan.

The Regional Water Plan is updated every five years and the RWPG is developing the 2016 water plan for the 14 counties in the region. As in the previous planning cycles, the Texas Water Development Board pays for most, but not all, of the planning costs. The region must pay for some of the costs of public meetings, RWPG meetings, management, administration, oversight, and fiscal accountability of the process. About 15 years ago, the RWPG reached out to you for funding support and the funds received have lasted throughout that time period. However, our bank account for public meetings and communications, RWPG meetings, and other costs is now low and we are soliciting funds to cover these needs. Additionally, the current severe drought has created the need for updates to the water availability analyses with the latest hydrology. The need for these updates is occurring faster than our budgeting and scoping process and we have unfunded technical work that is needed to produce a sufficient water plan.

The RWPG is reaching out to cities, counties, water districts, water utilities, water authorities, industries and others for financial participation in the water planning process. Our goal is to raise \$15,000 and we ask that you participate with an amount reasonable to your organization. Checks should be made out to Region K RWPG and sent to the address on this letterhead.

I would like to thank you for participating in this important planning effort in the past. I ask that you and your organization continue to provide the necessary support to ensure that the water plan for this region is truly a benefit to all of our constituents and the region itself. If you have any questions, or if you would like for a Planning Group member to meet with your governing body, please contact me at 512-914-3474 or at [johnburke41@gmail.com](mailto:johnburke41@gmail.com).

Sincerely,

A handwritten signature in black ink, appearing to read 'John Burke'.

John Burke  
Chair



# Travis County Commissioners Court Agenda Request

**Meeting Date:** October 7, 2014

**Prepared By/Phone Number:** Martha Brown / 854-3465

**Elected/Appointed Official/Dept. Head:** Sherri E. Fleming, County Executive for 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 related to the Community Development Block Grant available through HUD:

- A. Approve the substitution of cancelled Program Year 2014 projects with approved alternate projects for the PY14 Action Plan; and
- B. Approve the reprogramming of project savings from Program Year 2013 projects with approved alternates for the PY13 Action Plan.

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

Under the provisions of Title 1 of the Housing and Community Development Act of 1974 (42 USC 5301), the Federal government through the U.S Department of Housing and Urban Development (HUD) sponsors a program that provides Community Development Block Grants (CDBG) 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.

- A. The Program Year 2014 (PY14) Action Plan covers the time period from October 1, 2014 to September 30, 2015. TCCC approved projects for inclusion in the PY14 Action Plan on June 10, 2014, and approved the PY14-18 Consolidated Plan and PY14 Action Plan on August 5, 2014. Travis County's CDBG allocation from HUD is estimated to be \$997,649 for PY14.

Two approved projects for PY14 will not proceed, requiring the reallocation of \$468,010 in PY14 funds, see Table 1 below for details.

**Table 1. Cancelled/Ineligible PY14 Approved Projects**

Project/Activities	Amount	Change
<b>Acquisition of Land to Support New Rental Housing: Lowden Lane</b>	\$343,010	Developer withdrew project
<b>Street Improvements: Forest Bluff</b>	\$125,000	No longer eligible based on current data

***PY14 Alternate Project recommended for Substitution***

The following projects were approved by the TCCC as part of the PY14 Action Plan. The amount of funding recommended for the Home Rehabilitation program is based on funds available after fully funding the Ross Road street improvement projects.

**Table 2. Alternate Projects for PY14**

Project/Activities	Amount
<b>Community Development</b>	
<b>Owner Occupied Housing: Home Rehabilitation</b> This project will fund minor home repair services to move homes towards Housing Quality Standards for low- and moderate-income homeowners in the CDBG service area. 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.	\$155,730
<b>Street Improvements: Ross Rd #1</b> Excavate and remove structurally-failed portions of pavement structure to full depth. Recycle rest of existing roadway material, profile roadway and add new base material as required. Apply new hot mix asphalt material for a new travel surface. This project would be implemented by TNR staff. Benefits 4,414 individuals, 57.6%LMI	\$110,600
<b>Street Improvements: Ross Rd #2</b> Excavate and remove structurally failed portions of pavement structure to full depth. Recycle rest of existing roadway material, profile roadway and add new base material as required. Apply new hot mix asphalt material for a new travel surface. This project would be implemented by TNR staff. Benefits 4,414 individuals, 57.6%LMI	\$201,680

B. Two PY13 projects that will be completed on September 30, 2014 are anticipated to have savings resulting in a need to have those savings reallocated to an approved alternate from the PY 13 Action Plan. Reference the chart below for the estimated

savings available for reprogramming. Please note the dollar amount for PY13 savings estimated due to needing to close out the year end. It may be more or less.

**Table 3. PY13 Project Savings**

Project/Activities	Amount
Administration and Planning	Max of \$30,000
Tenants Rights and Fair Housing Counseling	Max of \$30,000

***PY13 Alternate Project recommended for Reprogramming Project Savings***

The following project was approved by the TCCC as part of the PY13 Action Plan in August of 2013.

**Table 4. Alternate Projects for PY13**

Project/Activities	Amount
<b>Community Development</b>	
<p><b>Owner Occupied Housing: Home Rehabilitation</b>            This project will fund minor home repair services to move homes towards Housing Quality Standards for low- and moderate-income homeowners in the CDBG service area. 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.</p>	Up to \$60,000 *

\*Final amount will be determined by December 1, 2014.

**STAFF RECOMMENDATIONS:**

- A. Staff recommends approval of the substitution of cancelled Program Year 2014 projects with approved alternate projects for the PY14 Action Plan located in Table 2 above.
- B. Staff recommends approval of the reprogramming of project savings from Program Year 2013 projects with approved alternate for the PY13 Action Plan located in Table 4 above.

**ISSUES AND OPPORTUNITIES:**

- Replacement of projects with approved alternate projects from the same program year does not require a public comment period or a Substantial Amendment, per the CDBG Citizen Participation Plan.

- The PY14-18 Consolidated Plan and PY14 Action Plan will need to be amended to reflect the deletion of projects and changes in goals; however this amendment can occur at a later time and will not affect implementing the PY14 projects.
- The need for Home Repair is consistently voiced by residents during the CDBG community meetings, and is observed by social workers during home visits.
- The Home Repair project is an ongoing project with approximately \$650,000 available for PY14. It is administered by Meals on Wheels and More.
- A total of 43 homes have been completed with more currently under repair. Additional funding would be used to offset environmental costs as well as the repair of additional houses.
- With the additional funding for home rehabilitation, 6 -8 more homes can be repaired.
- The condition of the sections of Ross Road proposed for improvement is poor with significant deep cracking (see Attachment B for photos.)
- Del Valle High School is located on a section of Ross Road proposed for improvement.
- The street improvement project will be completed by TNR staff for a faster implementation of the project.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

All funds are from the CDBG program, there is no impact on the general fund.

**REQUIRED AUTHORIZATIONS:**

None.

Cc:

Kathleen Haas, HHS  
 Mary Etta Gerhardt, County Attorney  
 Lee Turner, TNR  
 Aerin Pfaffenberger, PBO  
 Jessica Rio, PBO  
 DeDe Bell, Auditor's Office  
 Cyd Grimes, Purchasing Office  
 Dan Pruet, MOWAM  
 Charles Cloutman, MOWAM

Kendra Tolliver, HHS  
 Steve Manilla, TNR  
 Cynthia McDonald, TNR  
 Leroy Nellis, PBO  
 Nicki Riley, Auditor's Office  
 Janice Cohoon, Auditor's Office  
 Jason Walker, Purchasing Office  
 Don Ward, TNR  
 Morgan Cotton, TNR

# Travis County Community Development Block Grant (CDBG) Program

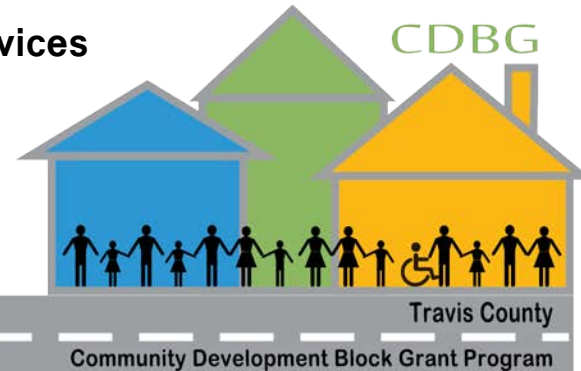
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## RECOMMENDED PY 2014 PROJECT SUBSTITUTIONS & PY 2013 PROJECT SAVINGS REPROGRAMMING

---

Health & Human Services and Veteran Services  
(HHS&VS) Department

October 7, 2014 TCCC Presentation





## RECOMMENDED PY14 PROJECT SUBSTITUTIONS

Cancelled PY14 Projects	Funding Amount
Owner Occupied Housing: Lowden Lane	\$343,010
Street Improvements: Forest Bluff	\$125,000
<b>Total to be Reallocated</b>	\$468,010
Approved PY14 Alternate Projects Recommended to Replace Cancelled Projects	Recommended PY14 Funding
Homeowner Rehabilitation	\$155,730
Street Improvements: Ross Rd #1 and #2	\$110,600 (#1) \$201,680 (#2)



## RECOMMENDED PY13 PROJECT SAVING REPROGRAMMING

<b>PY 13 Project Savings</b>	<b>Funding Amount</b>
<b>Administration and Planning</b>	Up to \$30,000
<b>Tenant's Rights and Fair Housing Counseling</b>	Up to \$30,000
<b>Total to be Reallocated</b>	Up to \$60,000
<b>Approved PY14 Alternate Projects Recommended to Replace Cancelled Projects</b>	<b>Recommended PY14 Funding</b>
<b>Homeowner Rehabilitation</b>	Up to \$60,000





## RECOMMENDED PY13 REPROGRAMMING & PY14 PROJECT SUBSTITUTIONS

Project	Timeline	Considerations
<p><b>Homeowner Rehabilitation</b></p>	<ul style="list-style-type: none"> <li>➤ 12/14–Environmental Clearance</li> <li>➤ 1/15–Contract Modification</li> <li>➤ 9/30/15–Project Complete</li> </ul>	<ul style="list-style-type: none"> <li>• The need for Home Repair is consistently voiced by residents during the CDBG community meetings, and is observed by social workers during home visits.</li> <li>• This is an ongoing project with approximately \$650,000 available for PY14. It is administered by Meals on Wheels and More.</li> <li>• A total of 43 homes have been completed with more currently under repair.</li> <li>• This is an approved alternate project for the PY13 and PY14 Action Plan, a substantial amendment is not required.</li> </ul>
<p><b>Street Improvements: Ross Rd #1 and #2</b></p>	<ul style="list-style-type: none"> <li>➤ 1/15–Environmental Clearance</li> <li>➤ 2/15–Develop implementation processes with TNR staff</li> <li>➤ 3/15–TNR begins work on roads</li> <li>➤ 7/15/15–Project Complete</li> </ul>	<ul style="list-style-type: none"> <li>• The condition of the sections of Ross Road proposed for improvement is poor with significant deep cracking.</li> <li>• Del Valle High School is located on a section of Ross Road proposed for improvement.</li> <li>• The project will be completed by TNR staff for a faster implementation of the project.</li> <li>• This is an approved alternate project for the PY14 Action Plan, a substantial amendment is not required.</li> </ul>

**PY14 Alternate Project # 1: Home Rehabilitation – \$155,730\***

**Project Description**

This project funds 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 loan is forgiven at a pro-rata rate of 20% for each year of home ownership. Examples of potential improvements include connections of houses to long-term viable sources of water (not part of a stand-alone infrastructure project), complementing weatherization services of other funding sources, septic tank repairs, and electrical and plumbing repairs. In the event that program income is created, it will be reinvested into the Home Rehabilitation project. These funds are targeted to homeowners at or below 80% MFI in the CDBG service area. This project is currently being administered by Meals on Wheels and More, Inc.

\*Up to \$500,000 in funding was approved for this alternate project as part of the PY14 Action Plan.

Figure 1: PY14Alternate Project #1 – General Project Information			
<b>CDBG Funding</b>	\$155,730		
<b>Leverage Funding</b>	To be determined		
<b>Program Delivery</b>	Meals on Wheels and More, Inc.		
<b>Program Oversight</b>	Travis County Health and Human Service and Veteran Services		
<b>Estimated Start/Completion Date</b>	To be determined		
<b>Location</b>	Homes in the unincorporated areas of Travis County and the Village of Webberville		
Figure 2: PY14Alternate Project #1– Priority and Performance Measurement Information (HUD–prescribed)			
<b>Priority Need Category</b>	Owner Occupied Housing	<b>Project</b>	Rehabilitation of existing units
<b>Eligible Activity</b>	Rehabilitation	<b>Outcome Category</b>	Availability/ Accessibility
<b>Objective Category</b>	Suitable Living Environment	<b>Specific Objective</b>	Improve the quality of owner housing

<b>Citation</b>	570.200(a)(4)	<b>Accomplishment</b>	TBD, dependent on funding level
<b>Eligibility</b>	LMH	<b>Matrix Code</b>	14A, Rehabilitation, Single Unit Residential
<b>Priority in the 2014-2018 Strategic Plan</b>	High	<b>Travis County HTE #</b>	TBD

**Considerations:**

- Repair of aging and deteriorating houses in the unincorporated areas is the most frequently presented housing need reported by residents at the CDBG public hearings. It is also a need observed first hand by the CDBG social workers who provide service through home visits.
- This project was funded in PY12 and PY13, and is currently being administered by Meals on Wheels and More.
- A total of 43 homes have been completed with more under repair.
- Repairs and improvements through continued funding of the Home Rehabilitation Program will continue to positively impact and improve the quality of life for residents.

**PY13 Alternate Project # 1: Home Rehabilitation – up to \$60,000\*****Project Description**

This project funds 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 loan is forgiven at a pro-rata rate of 20% for each year of home ownership. Examples of potential improvements include connections of houses to long-term viable sources of water (not part of a stand-alone infrastructure project), complementing weatherization services of other funding sources, septic tank repairs, and electrical and plumbing repairs. In the event that program income is created, it will be reinvested into the Home Rehabilitation project.

These funds are targeted to homeowners at or below 80% MFI in the CDBG service area. This project is currently being administered by Meals on Wheels and More, Inc.

\*Up to \$1,00,000 in funding was approved for this alternate project as part of the PY13 Action Plan.

Figure 3: PY13Alternate Project 1 - General Project Information

<b>CDBG Funding:</b>	Up to \$60,000
<b>Leverage Funding:</b>	To be determined
<b>Program Delivery:</b>	Meals on Wheels and More, Inc.
<b>Program Oversight:</b>	Travis County Health and Human Service and Veteran Services
<b>Estimated Start/Completion Date:</b>	To be determined
<b>Location:</b>	Homes in the unincorporated areas of Travis County and the Village of Webberville

Figure 4: PY13Alternate Project 1 - Priority and Performance Measurement Information (HUD-prescribed)

<b>Priority Need Category:</b>	Owner Occupied Housing	<b>Project:</b>	Rehabilitation of existing units
<b>Eligible Activity:</b>	Rehabilitation	<b>Outcome Category:</b>	Availability/ Accessibility
<b>Objective Category:</b>	Suitable Living Environment	<b>Specific Objective:</b>	Improve the quality of owner housing
<b>Citation:</b>	570.202	<b>Accomplishment:</b>	TBD, dependent on funding level
<b>Eligibility:</b>	LMH	<b>Matrix Code:</b>	14A, Rehabilitation, Single Unit Residential
<b>Priority in the 2011-2013 Strategic Plan #:</b>	High	<b>Travis County HTE #:</b>	HCIH06

**PY14 Alternate Project # 13: Street Improvements, Ross Road #1-\$110,600**

**Project Description**

Excavate and remove structurally failed portions of pavement structure to full depth. Recycle rest of existing roadway material, profile roadway and add new base material as required. Apply new Hot Mix Asphalt material for a new travel surface. This project would be implemented by TNR staff.

Figure 5: Alternate Project #13 – General Project Information	
<b>CDBG Funding</b>	\$110,600
<b>Leverage Funding</b>	Not Applicable
<b>Program Delivery</b>	Travis County Transportation and Natural Resource Department
<b>Program Oversight</b>	Travis County Health and Human Service and Veteran Services
<b>Expected Start/Completion Date</b>	TBD
<b>Location</b>	Precinct 4

Figure 6: Alternate Project #13 – Priority and Performance Measurement Information (HUD-prescribed)			
<b>Priority Need Category</b>	Infrastructure	<b>Project</b>	Street Improvements
<b>Eligible Activity</b>	Street Improvements	<b>Outcome Category</b>	Sustainability
<b>Objective Category</b>	Suitable Living Environment	<b>Specific Objective</b>	Improve quality of streets for low-to-moderate income persons
<b>Citation</b>	570.200(1) (c)	<b>Accomplishment</b>	4,414 persons
<b>Eligibility</b>	LMA	<b>Matrix Code</b>	03 K Street Improvements
<b>Priority in the 2014-2018 Strategic Plan</b>	High	<b>Travis County HTE #</b>	TBD

**Considerations:**

- The condition of the sections of Ross Road proposed for improvement is very poor with significant deep cracking.
- Del Valle High School is located on a section of Ross Road proposed for improvement.
- Improvements will positively impact quality of life for residents.
- The project can be completed by TNR staff for a faster implementation of the project.

### CDBG PY14 Proposed Alternate Projects #13&14 Street Improvements - Ross Rd



LMI = Low-to-Moderate Income

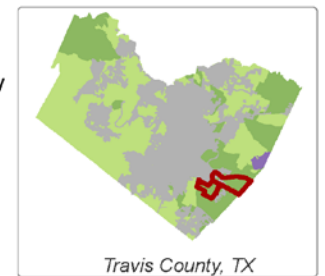
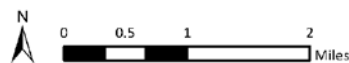
— ROSS RD (located in Block Group 2, Census Tract 24.33)

— ROSS RD (located in Block Group 2, Census Tract 24.35)

**Percent of Residents at Low-to-Moderate (LMI) Income**

- 0.00-49.35%
- 49.36 - 100.00%

- Incorporated Areas, Travis County
- Village of Webberville
- Major county roads
- Water



Created By: E. Rivera, Travis County HHS/VS, CDBG Office, 2014.

Source: New Low/Moderate Income Summary Data (LMISD) provided by U.S. HUD (based on the 2006-2010 American Community Survey data).

Condition of Ross Road





**PY14 Alternate Project # 14: Street Improvements, Ross Road #2- \$201,680**

**Project Description**

Excavate and remove structurally failed portions of pavement structure to full depth. Recycle rest of existing roadway material, profile roadway and add new base material as required. Apply new Hot Mix Asphalt material for a new travel surface. This project would be implemented by TNR staff.

Figure 7: Alternate Project #14- General Project Information	
<b>CDBG Funding</b>	\$201,680
<b>Leverage Funding</b>	Not Applicable
<b>Program Delivery</b>	Travis County Transportation and Natural Resource Department
<b>Program Oversight</b>	Travis County Health and Human Service and Veteran Services
<b>Expected Start/Completion Date</b>	TBD
<b>Location</b>	Precinct 4

Figure 8: Alternate Project#14 - Priority and Performance Measurement Information (HUD-prescribed)			
<b>Priority Need Category</b>	Infrastructure	<b>Project</b>	Street Improvements
<b>Eligible Activity</b>	Street Improvements	<b>Outcome Category</b>	Sustainability
<b>Objective Category</b>	Suitable Living Environment	<b>Specific Objective</b>	Improve quality of streets for low-to-moderate income persons
<b>Citation</b>	570.200(1)(c)	<b>Accomplishment</b>	4,414 persons
<b>Eligibility</b>	LMA	<b>Matrix Code</b>	03 K Street Improvements
<b>Priority in the 2014-2018 Strategic Plan</b>	High	<b>Travis County HTE #</b>	TBD

**Considerations:**

- The condition of the sections of Ross Road proposed for improvement is very poor with significant deep cracking.
- Del Valle High School is located on a section of Ross Road proposed for improvement.
- Improvements will positively impact quality of life for residents.
- The project can be completed by TNR staff for a faster implementation of the project. CDBG staff is currently negotiating a timeline for construction to be completed by July 2015.



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 7, 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](mailto:agenda@co.travis.tx.us) by **Tuesdays at 5:00 p.m.** for the next week's meeting.

# **BUDGET AMENDMENTS AND TRANSFERS**

**FY 2015**

**10/7/2014**

**OTHER**

<b>O1</b>	<b>Create Transition position in Criminal Justice Planning Department for Mental Health Public Defender</b>	<b>1</b>
<b>O2</b>	<b>Request from County Commissioner Pct. 2 to internally fund an increased monthly cellular phone allowance for his three (3) staff members</b>	<b>3</b>
<b>O3</b>	<b>Request from the Information Technology Services (ITS) department to internally fund a monthly cellular phone allowance for one ITS staff member</b>	<b>5</b>



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

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

September 26, 2014,

To: Commissioners Court

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

A handwritten signature in black ink, appearing to read "Katie Petersen Gipson", with a long horizontal flourish extending to the right.

Re: Request to create transition position for Mental Health Public Defender

Criminal Justice Planning is requesting a transition position for the Mental Health Public Defender position. The current incumbent has been with the office since the beginning of the program. She has submitted a letter to HRMD stating her intent to retire at the end of the year. This position will allow the department to recruit and train a replacement before her retirement.

Although it is early in the fiscal year, the department expects they will have sufficient salary savings to fund this position. For any reason the department comes up short later in the fiscal year, they will work with PBO on a source of funding. This position is unique in the County and requires special skills and experience. PBO concurs that a transition position is warranted for this job in order to provide a smooth transition for the MHPD office.

If approved by Commissioners Court, HRMD will create the succession slot with a November 1 start date and a December 31, 2014 end date and allow the posting of and recruiting for the position to begin immediately.

CC: Roger Jefferies, County Executive for Justice & Public Safety  
Jeanette Kinard, Mental Health Public Defender  
Mitchell Goertz, CJP  
Kristy Vargas, CJP  
Todd Osborn, HRMD  
Jessica Rio, PBO  
Diana Ramirez, PBO



## **JUSTICE & PUBLIC SAFETY DIVISION**

**Roger W. Jefferies, County Executive**  
P.O. Box 1748 Austin, Texas 78767 Phone (512) 854-4415 Fax (512) 854-4417


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

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

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

### **MEMORANDUM**

**To:** Human Resources Management Department

**From:** Roger Jefferies, County Executive 

**Date:** September 11, 2014

**Subject:** Request for Temporary Transitional Position for Outgoing MHPDO Director

Jeanette Kinard, Mental Health Public Defender Director (MHPD), has submitted her intent to retire effective December 31, 2014. The Criminal Justice Planning Department would like to post her position and fill it by early December. In order to have a seamless transition for her replacement, I am requesting to create a temporary transitional position for Ms. Kinard to move into for the purpose of training the new MHPDO Director for approximately one month prior to her retirement.

The Criminal Justice Planning Department will internally fund this temporary position with temporary and future salary savings for FY15. Ms. Kinard's current salary is \$113,703. The starting pay for her position is \$95,524, if hired at a lower starting rate than Ms. Kinard's position we will be creating permanent salary savings.

If you have any questions, please feel free to contact me at 44759.

**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:** Travis R. Gatlin, Assistant Budget Director

A handwritten signature in blue ink that reads "Travis R. Gatlin".

**DATE:** September 30, 2014

**RE:** Cell Phone Allowance, County Commissioner, Precinct Two

Commissioner Todd is requesting to internally fund an increased monthly cellular allowance for his office's staff members (Positions 30000011, 30000012 & 30000013). Funds are already in the appropriate line items for the proposed allowances.

According to Travis County Code Chapter 39 of the Wireless Communications Policy, PBO is required to place the item on the Commissioners Court agenda.

PBO concurs with this request.

**cc:** Nicki Riley, Travis County Auditor  
Brad Bearden, Emergency & Wireless Communication Manager  
Scott Diamond, County Auditor's Office  
Leroy Nellis, Jessica Rio, Diana Ramirez, PBO

RECEIVED

**Travis County Monthly Cellular Service 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 monthly cellular service allowances within my Office/Department.

  
 Official/Department Head Signature and Date

10/1/14  
 effective date

NOTE: All requests for new monthly allowances or increases to previously approved monthly allowances must first go through PBO, then be processed through the Auditor's Office. Along with this request form, a budget transfer sheet must 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 time, the budget transfer used to fund the allowance can only be made on an annualized permanent basis.

A cellular service monthly allowance is requested for (A or C, Employee ID #, position title and slot number):	\$10/mo	\$20/mo	\$30/mo
(C) 00097891 Executive Asst-Elected Official 30000012	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(C) 02000745 Executive Asst-Elected Official 30000011	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(C) 00684051 Executive Asst 30000013	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

Reviewed by PBO

 9/30/14  
 signature and date

Approved by Commissioner's Court

\_\_\_\_\_  
 Date

Processed by Auditor's Office

\_\_\_\_\_  
 signature and date





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

---

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

October 1, 2014

To: Commissioners Court

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

A handwritten signature in black ink, appearing to read "Katie Petersen", is written over the name in the "From:" line.

Re: Cell phone allowance

Information Technology Services (ITS) is requesting to internally fund a monthly cellular allowance for one ITS staff member (position 30000409) 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.

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: Tanya Acevedo, Chief Information Officer  
Randy Lott, ITS  
Jessica Rio, PBO

**Travis County Monthly Cellular Service 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 monthly cellular service allowances within my Office/Department.

PLANNING & BUDGET OFFICE

*[Handwritten Signature]*  
 Official/Department Head Signature and Date

10/1/2014  
 effective date

NOTE: All requests for new monthly allowances or increases to previously approved monthly allowances must first go through PBO, then be processed through the Auditor's Office. Along with this request form, a budget transfer sheet must 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 time, the budget transfer used to fund the allowance can only be made on an annualized permanent basis.

A cellular service monthly allowance is requested for (A or C, Employee ID #, position title and slot number):	\$10/mo	\$20/mo	\$30/mo
A, 302115, Customer Support Tech Slot # 30000409	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Comments:**

Reviewed by PBO

*[Handwritten Signature]* 10/1/14  
 signature and date

Approved by Commissioner's Court

\_\_\_\_\_  
 Date

Processed by Auditor's Office

\_\_\_\_\_  
 signature and date

Return a copy to: Brad Bearden, Emergency & Wireless Communications Manager  
 Travis County Emergency Services Phone 854-4895 Fax 854-4786 Email  
 Brad.Bearden@co.travis.tx.us

**Allocated Reserve Status (580010)**

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
15,227,297.00			Beginning Balance
<b>15,227,297.00</b>	<b>Current Balance</b>		

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

	<b>Explanation</b>
(\$200,000)	Criminal Courts - Legally Mandated Fees
(\$35,000)	Criminal Courts - Bailiff Transition to TCSO
(\$70,000)	Criminal Courts - Legally Mandated Fees
(\$18,010)	District Attorney - Environment Protection Unit
(\$325,000)	Emergency Medical Services - STAR Flight Air Communication Specialist
(\$417,087)	General Administration - Travis Central Appraisal District
(\$50,000)	General Administration - Waller Creek TIF
(\$20,000)	Human Resources - Tuition Reimbursement Program
(\$20,000)	Human Resources - ACC Internship Program
(\$243,847)	Medical Examiner's Office - Deputy Medical Examiner
(\$125,000)	Planning and Budget Office - Civil and Family Justice Center
(\$45,983)	Purchasing Office - HUB Program Specialist
(\$300,000)	Sheriff's Office - Inmate Operating Costs
(\$4,000,000)	Transportation and Natural Resources - West Service Center
(\$95,490)	Transportation and Natural Resources - Road Maintenance Operating Supplement
(\$500,000)	Transportation and Natural Resources - MCE - Fleet Non-Fuel Line Items
(\$160,000)	Transportation and Natural Resources - Park Forestry Services
(\$50,000)	Transportation and Natural Resources - Transit Pass Program
(\$40,227)	Transportation and Natural Resources - Work Order System Additional Funding
(\$250,000)	Undesignated - 450th District Court Start-Up Costs
(\$200,000)	Undesignated - Contracted Security Services
<b>(\$7,165,644)</b>	<b>Total Possible Future Expenses (Earmarks)</b>
<b>\$8,061,653</b>	<b>Remaining Allocated Reserve Balance After Possible Future Expenditures</b>

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

**CAR RESERVE TRANSFERS**

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
2,572,379			Beginning Balance
<b>2,572,379 Current Reserve Balance</b>			

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

<b>Amount</b>	<b>Explanation</b>
(\$500,000)	Transportation and Natural Resources - Road Materials
(\$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
<b>(\$884,546)</b>	<b>Total Possible Future Expenses (Earmarks)</b>
<b>\$1,687,833</b>	<b>Remaining CAR Reserve Balance After Possible Future Expenditures</b>

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

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

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

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

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

Amount	Dept Transferred Into	Date	Explanation
798,779.00			Beginning Balance
<b>\$798,779 Current Reserve Balance</b>			

**Juvenile Justice Reserve Status (580260)**

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

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

Amount	Dept Transferred Into	Date	Explanation
363,033.00			Beginning Balance
<b>\$363,033 Current Reserve Balance</b>			

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

Amount	Dept Transferred Into	Date	Explanation
5,047,525.00			Beginning Balance
<b>\$5,047,525 Current Reserve Balance</b>			

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

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

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

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

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

Amount	Dept Transferred Into	Date	Explanation
798,779.00			Beginning Balance
<b>\$798,779 Current Reserve Balance</b>			

**Juvenile Justice Reserve Status (580260)**

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

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

Amount	Dept Transferred Into	Date	Explanation
363,033.00			Beginning Balance
<b>\$363,033 Current Reserve Balance</b>			

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

Amount	Dept Transferred Into	Date	Explanation
5,047,525.00			Beginning Balance
<b>\$5,047,525 Current Reserve Balance</b>			

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

Amount	Dept Transferred Into	Date	Explanation
500,000.00			Beginning Balance
<b>\$500,000 Current Reserve Balance</b>			

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

Amount	Dept Transferred Into	Date	Explanation
992,259.00			Beginning Balance
<b>\$ 992,259 Current Reserve Balance</b>			

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

Amount	Dept Transferred Into	Date	Explanation
2,147,424.00			Beginning Balance
<b>\$2,147,424 Current Reserve Balance</b>			

**Annualization Reserve (580200)**

Amount	Dept Transferred Into	Date	Explanation
714,606.00			Beginning Balance
<b>\$714,606 Current Reserve Balance</b>			

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

Amount	Dept Transferred Into	Date	Explanation
1,715,000.00			Beginning Balance
<b>\$1,715,000 Current Reserve Balance</b>			

**Future Grants Requirements Reserve (580140)**

Amount	Dept Transferred Into	Date	Explanation
550,000.00			Beginning Balance
<b>\$550,000 Current Reserve Balance</b>			

**Unallocated Reserve Status (580015)**

Amount	Dept Transferred Into	Date	Explanation
71,722,124.00 (12,500,000.00)	TNR	9/30/14	Beginning Balance Reimbursement Resolution for St Hwy 45 SW between Loop 1 (MOPAC) and FM 1626
<b>\$ 59,222,124 Current Reserve Balance</b>			





## Travis County Commissioners Court Agenda Request

**Meeting Date:** 10/7/14

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

**Elected/Appointed Official/Dept. Head:** Leroy News, 854-9166

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

### **AGENDA LANGUAGE:**

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

Proposed routine personnel amendments.

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

Attached are Personnel Amendments for Commissioners Court approval.

#### **Routine Personnel Actions – Pages 2 – 22.**

##### **FY 15 Temporary Position Extensions – Page 15 - 22.**

Approval requested to **extend** temporary position end dates effective October 1, 2014. HRMD has reviewed appropriate documentation; PBO has confirmed FY 15 funding.

- \* Temporary "Hourly No Benefits" Positions (employment less than 6 months).
- \* Temporary "Hourly With Retirement" Positions (employment more than 6 months).

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

### **STAFF RECOMMENDATIONS:**

N/A

### **ISSUES AND OPPORTUNITIES:**

N/A

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

None.

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

**REQUIRED AUTHORIZATIONS:**

Todd Osburn, Human Resources Management Department, 854-2744

Debbie Maynor, Human Resources Management Department, 854-9170

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](mailto:agenda@co.travis.tx.us) by **Tuesdays at 5:00 p.m.** for the next week's meeting.



# HRMD

*Human Resources Management Department*

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

• P.O. Box 1748

• Austin, Texas 78767

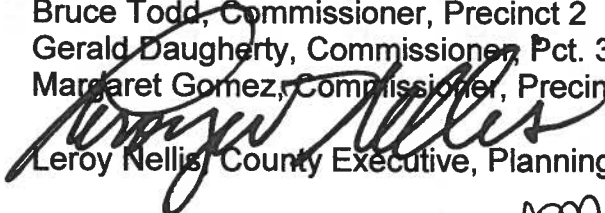
• (512) 854-9165 / FAX (512) 854-9757


**October 7, 2014**

**ITEM # :**

**DATE:** September 26, 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 

**SUBJECT:** Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

**Routine Personnel Actions – Pages 2 – 22.**

**FY 15 Temporary Position Extensions – Pages 15 - 22.**

Approval requested to **extend** temporary position end dates effective October 1, 2014. HRMD has reviewed appropriate documentation; PBO has confirmed FY 15 funding.

- \* Temporary "Hourly No Benefits" Positions (employment less than 6 months).
- \* Temporary "Hourly With Retirement" Positions (employment more than 6 months).

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	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	09/29/2014	N/A	N/A	1650 - Emergency Services	<b>NEW</b> 30004592 / Fire Marshal Deputy Asst / 1 - Regular / 02 - Full Time Non-Exempt / GRD59 / 03 / \$72,223.98
New Hire	New Hire	09/15/2014	N/A	N/A	1700 - Transportation and Nat Rsrc	30050452 / Park Maintenance Worker / 1 - Regular / 02 - Full Time Non-Exempt / GRD09 / 00 / \$25,126.40
New Hire	New Hire	09/26/2014	N/A	N/A	1850 - Health and Human Sv and Vet Sv	30005302 / Interpreter Sign Language / 2 - Temporary / 05 - Hourly - Retmt / GRD26 / 00 / \$45.00
New Hire	New Hire	09/10/2014	N/A	N/A	3150 - County Clerk	30006296 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$12.00
New Hire	New Hire	09/10/2014	N/A	N/A	3150 - County Clerk	30006646 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$12.00
New Hire	New Hire	09/15/2014	N/A	N/A	3150 - County Clerk	30006627 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$14.00

2

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

		CURRENT			NEW	
Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
New Hire	New Hire	09/15/2014	N/A	N/A	3150 - County Clerk	30006253 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$14.00
New Hire	New Hire	09/16/2014	N/A	N/A	3300 - District Attorney	30001287 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$30,238.83
New Hire	New Hire	09/22/2014	N/A	N/A	3350 - Probate Court	30052927 / Accountant Assoc / 2 - Temporary / 06 - Hourly - No Bnf / GRD14 / 00 / \$15.56
New Hire	New Hire	10/05/2014	N/A	N/A	3500 - Sheriff	30002470 / Security Coord / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$32,052.80
Re-Hire	Re-Hire	09/25/2014	N/A	N/A	1450 - Facilities Management	30052803 / Building Security Guard / 2 - Temporary / 05 - Hourly - Retmt / GRD09 / 00 / \$11.09
Re-Hire	Re-Hire	09/16/2014	N/A	N/A	3100 - County Attorney	30000851 / Law Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$34,608.50
Re-Hire	Re-Hire	09/15/2014	N/A	N/A	3150 - County Clerk	30006725 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$14.00

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WEEKLY PERSONNEL AMENDMENTS - ROUTINE

		CURRENT			NEW		
Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	
Re-Hire	Re-Hire	09/15/2014	N/A	N/A	3150 - County Clerk	30006754 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$14.00	
Re-Hire	Re-Hire	09/08/2014	N/A	N/A	3400 - Justice of the Peace Pct 1	30052926 / Planner / 2 - Temporary / 06 - Hourly - No Bnf / GRD19 / 00 / \$23.08	
Mobility	Career Ladder	09/16/2014	3100 - County Attorney	30000718 / Attorney III / 1 - Regular / 01 - Full Time Exempt / GRD25 / 00 / \$70,137.60	3100 - County Attorney	30000718 / Attorney IV / 1 - Regular / 01 - Full Time Exempt / GRD27 / 00 / \$80,288.00	
Mobility	Career Ladder	09/16/2014	3500 - Sheriff	30002219 / Corrections Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50	3500 - Sheriff	30002219 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27	
Mobility	Career Ladder	09/16/2014	3650 - Juvenile Probation	30004085 / Juvenile Probation Officer I / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$35,646.76	3650 - Juvenile Probation	30004085 / Juvenile Probation Officer II / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$37,429.10	
Mobility	Career Ladder	09/16/2014	3650 - Juvenile Probation	30004257 / Juvenile Detention Officer II / 1 - Regular / 02 - Full Time Non-Exempt / GRD14 / 00 / \$33,795.21	3650 - Juvenile Probation	30004257 / Juvenile Detention Officer III / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$35,484.97	

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WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Mobility	Lateral Transfer	09/22/2014	3150 - County Clerk	3000990 / Court Clerk II Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$42,206.42	3150 - County Clerk	3000931 / Administrative Assoc / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$40,095.70
Mobility	Promotion	09/17/2014	3300 - District Attorney	30001482 / Office Specialist / 1 - Regular / 04 - Part Time Non-Exempt / GRD12 / 00 / \$18,431.26	3300 - District Attorney	30001313 / Legal Secretary / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$34,608.50
Mobility	Temporary to Regular	09/29/2014	1700 - Transportation and Nat Rsrc	30004624 / School Crossing Guard / 8 - Retiree Temp / 05 - Hourly - Retmt / GRD11 / 00 / \$13.00	1700 - Transportation and Nat Rsrc	30005026 / Road Maintenance Worker / 1 - Regular / 02 - Full Time Non-Exempt / GRD10 / 00 / \$30,234.88
Salary Change	Salary/Hourly Rate Change	09/16/2014	3405 - Justice of the Peace Pct 2	30001646 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$30,739.00	3405 - Justice of the Peace Pct 2	GRD13 / 00 / \$32,439.00
Salary Change	Salary/Hourly Rate Change	09/16/2014	3405 - Justice of the Peace Pct 2	30001658 / Office Mgr / 1 - Regular / 01 - Full Time Exempt / GRD19 / 00 / \$57,070.24	3405 - Justice of the Peace Pct 2	GRD19 / 00 / \$59,570.00
Salary Change	Salary/Hourly Rate Change	09/16/2014	3405 - Justice of the Peace Pct 2	30001636 / Court Clerk II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$38,316.00	3405 - Justice of the Peace Pct 2	GRD15 / 00 / \$40,016.00

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**FY 15 BUDGET CLASSIFICATION CHANGES**

Current			HRMD Recommends					
Effective Date	Personnel Area	Position	Budgeted Title / Job Object ID	FLSA	Pay Grade	Budgeted Title / Job Object ID	FLSA	Pay Grade
10/1/14	3200 - District Clerk	30001129	Accounting Clerk / 20000116	Non-exempt	12	Accountant Assoc / 20000117	Non-exempt	14
10/1/14	3200 - District Clerk	30001130	Accounting Clerk / 20000116	Non-exempt	12	Accountant Assoc / 20000117	Non-exempt	14
10/1/14	3200 - District Clerk	30050804	Business Analyst II / 20000444	Exempt	24	Business Analyst III / 20000443	Exempt	26
10/1/14	3200 - District Clerk	30001116	Court Clerk I / 20000083	Non-exempt	13	Court Clerk II / 20000084	Non-exempt	15
10/1/14	3200 - District Clerk	30001167	Court Clerk I / 20000083	Non-exempt	13	Court Clerk II / 20000084	Non-exempt	15
10/1/14	3200 - District Clerk	30001077	Court Clerk II / 20000084	Non-exempt	15	Records Analyst / 20000366	Non-exempt	17
10/1/14	3200 - District Clerk	30001135	Court Clerk II / 20000084	Non-exempt	15	Court Clerk II Sr / 20000085	Non-exempt	16
10/1/14	3200 - District Clerk	30001138	Court Clerk II / 20000084	Non-exempt	15	Court Clerk II Sr / 20000085	Non-exempt	16
10/1/14	3200 - District Clerk	30001155	Court Clerk II Sr / 20000085	Non-exempt	16	Records Analyst / 20000366	Non-exempt	17
10/1/14	3200 - District Clerk	30001123	Financial Analyst / 20000121	Exempt	18	Financial Analyst, Sr. / 20000122	Exempt	20

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**FY 15 BUDGET CLASSIFICATION CHANGES**

Effective Date	Personnel Area	Position	Current			HRMD Recommends		
			Budgeted Title / Job Object ID	FLSA	Pay Grade	Budgeted Title / Job Object ID	FLSA	Pay Grade
10/1/14	3200 - District Clerk	30001127	Financial Analyst Sr / 20000122	Exempt	20	Financial Analyst, LD / 20000123	Exempt	23
10/1/14	3200 - District Clerk	30001151	Court Clerk II Sr / 20000085	Non-exempt	16	Court Services Mgmt Adm Coord / 20000282	Exempt	18
10/1/14	1400 - Information Technology Service	30050186	Business Analyst II / 20000444	Exempt	24	Business Analyst III / 20000443	Exempt	26
10/1/14	1400 - Information Technology Service	30000349	Customer Support Specialist / 20000468	Exempt	26	Business Consultant I / 20000441	Exempt	27
10/1/14	1400 - Information Technology Service	30000327	Financial Analyst / 20000121	Exempt	18	Financial Analyst Sr / 20000122	Exempt	20
10/1/14	1400 - Information Technology Service	30000326	Financial Mgr / 20000124	Exempt	26	Admin Svcs Div Dir / 20000317	Exempt	27
10/1/14	1400 - Information Technology Service	30000428	Network Architect I / 20000482	Exempt	28	Network Ops Manager / 20000480	Exempt	30
10/1/14	1400 - Information Technology Service	30000339	Project Mgr I / 20000438	Exempt	27	Project Manager II / 20000437	Exempt	28
10/1/14	1400 - Information Technology Service	30000366	Project Mgr I / 20000438	Exempt	27	Business Consultant II / 20000440	Exempt	28
10/1/14	1400 - Information Technology Service	30000387	Systems Engineer II / 20000490	Exempt	25	Systems Engineer III / 20000489	Exempt	27
10/1/14	1400 - Information Technology Service	30000410	Systems Engineer II / 20000490	Exempt	25	Network Engineer II / 20000484	Exempt	25

**FY 15 BUDGET CLASSIFICATION CHANGES**

Current			HRMD Recommends					
Effective Date	Personnel Area	Position	Budgeted Title / Job Object ID	FLSA	Pay Grade	Budgeted Title / Job Object ID	FLSA	Pay Grade
10/1/14	1400 – Information Technology Service	30000408	Systems Engineer III / 20000489	Exempt	27	Systems Architect I / 20000488	Exempt	28
10/1/14	1400 – Information Technology Service	30000367	Technical Trainer I / 20000478	Exempt	22	Technical Trainer II / 20000477	Exempt	23
10/1/14	3410 - Justice of the Peace Pct 3	30001672	Juvenile Case Mgr / 20000242	Non-exempt	15	Social Worker / 20000202	Exempt	18
10/1/14	3500 - Sheriff	30003123	Victim Counselor / 20000188	Non-exempt	16	Victim Counselor Sr / 20000189	Non-exempt	17
10/1/14	3500 - Sheriff	30003124	Victim Counselor / 20000188	Non-exempt	16	Victim Counselor Sr / 20000189	Non-exempt	17
10/1/14	3500 - Sheriff	30003125	Victim Counselor / 20000188	Non-exempt	16	Victim Counselor Sr / 20000189	Non-exempt	17
10/1/14	1250 - PBO	30005855	Planner Sr / 20000158	Exempt	21	Planning Project Mgr / 20000616	Exempt	23

Departments submitted reclassification requests in FY 15 budget in order to meet departmental needs. PBO has confirmed funding available.

<b>NEW JOB CLASSIFICATION</b>		
<b>Job Title / Job Object ID</b>	<b>FLSA</b>	<b>Pay Grade</b>
Park Land Manager / 200XXXXX	E	22
<b>See attached memo and job description, pages 10 - 14.</b>		

This section left blank intentionally.



## Human Resources Management

700 Lavaca, 4th Floor • P.O. Box 1748 • Austin, Texas 78701 • (512) 854-9165

### MEMORANDUM

DATE: September 26, 2014  
TO: Members of the Commissioners Court  
VIA: Leroy Nellis, County Executive, Planning & Budget Office  
FROM: Debbie Maynor, Director of Human Resources *DM*  
Todd Osburn, Compensation Manager  
SUBJECT: Proposed New Job Classification

HRMD recommends creation of one new job classification as outlined below:

#### Park Land Manager

In the budget mark-up for FY 2015, Commissioners Court approved creation of a position within TNR to manage the department's land conservation operations. The Park Land Manager job description (attached) is the job description developed by the department to describe this function. The department proposed placing the job in Pay Grade 22 on the Classified Pay Scale and HRMD concurs with this recommendation.

Should you have questions, contact Todd Osburn at ext. 4-2744.

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# TRAVIS COUNTY JOB DESCRIPTION

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## JOB TITLE: Park Land Manager

JOB CODE: XXXXXXXX  
PAY GRADE: 22

FLSA STATUS: Exempt  
LAST REVISED: 10/7/2014

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### JOB SUMMARY:

Manages undeveloped County parks and conservation lands, including greenways, floodplain buyout and hazard mitigation properties. Responsible for developing plans for prescribed fire, fuel management, smoke management, and wildland fire mitigation. Manages property boundaries and resolves trespass disputes. Plans, manages and directs land management activities including vegetation restoration, invasive species control, and enhancement of wildlife habitat. Coordinates and supervises park land management activities and operations; coordinates activities with other divisions, outside agencies and the general public; and provides highly responsible and complex staff assistance to assigned senior management staff. Coordinates and communicates with contractors, neighbors, other agencies, special interest groups, and the news media, as it relates to land management activities in County parks and conservation lands.

### DISTINGUISHING CHARACTERISTICS:

This classification is in the Management job family and is responsible for coordinating land management activities and operations on parks and conservation lands and may supervise staff supporting this program. This classification may require a flexible work schedule in order to meet the needs of the department. May be required to wear a uniform in certain public settings.

### DUTIES AND RESPONSIBILITIES:

- Plans and implements prescribed fires on park and conservation lands including coordination with local jurisdictions and emergency service providers.
- Coordinates the organizational and operational activities of the park land management program for Travis County Parks. Recommends and implements policies and procedures.
- Coordinates and reviews the work plan for assigned land management contracted services and activities. Prioritizes and specifies contracted work activities and projects. Reviews and evaluates work products, methods and procedures.
- Provides information to citizens concerning land management in both oral and written formats. Represents Travis County Parks at meetings, public events and with the media. Educates and conducts presentations to the public.
- Coordinates park land management activities with other departments and outside agencies and organizations.
- Manages park boundaries and resolves trespass disputes.
- Participates in the development and administration of assigned program budget. Forecasts funds needed for staffing, equipment, materials and supplies. Monitors and approves expenditures. Recommends adjustments as necessary.
- Develops land management plans that protect native vegetation and wildlife.
- Develops strategic fire management protocols to manage invasive plant and animal species.
- Develops bids and submits purchase requests for minor and major purchases and/or construction projects.
- Develops cost analysis for long term plans to manage the County's parks and conservation lands.
- Collects and analyzes fire management data and maintains a database and photographic records of worksites including benchmark achievements.

# TRAVIS COUNTY JOB DESCRIPTION

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## JOB TITLE: Park Land Manager

JOB CODE: XXXXXXXX  
PAY GRADE: 22

FLSA STATUS: Exempt  
LAST REVISED: 10/7/2014

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- Prepares policies and guidelines relating to fire management practices. Researches information and observes and develops best practices and operating procedures. Evaluates programs for effectiveness, quality assurance and accomplishment of goals
- Assesses the wildfire threat to parkland, park facilities, visitors and adjacent communities.
- Prepares and disseminates information about fire management on park and conservation lands to elected officials, County officials, other governmental officials, and the general public.
- May supervise support staff to include recruiting, hiring, counseling, disciplining, recommending termination, evaluation of staff performance, work scheduling, assigning work hours, orienting, training, ensuring compliance with Americans with Disabilities Act (ADA).
- Prepares short and medium range plans including input and writing plans. Provides input into the Parks Master Plan development for individual parks and the park system.
- Works in cooperation with Park District Managers, Park Forester and Chief Park Ranger to coordinate land and fire management operations.
- Establishes and manages a training program that is consistent with National Wildfire Coordinating Group (NWCG), as a prescribed Fire Burn Boss or higher requirements in order to assure park staff are qualified to serve in fire operations on county parks and conservation lands.
- Compiles and calculates data and information for reports and cost estimates.
- Performs other job-related duties as assigned.

### **Education and Experience:**

Bachelor's degree in Forestry, Natural Resources, Wildlife Science, Biology, Botany, Chemistry or a directly related field AND five (5) years of increasingly responsible experience supervising and coordinating park land management activities and operations;

Or

Any combination of education and experience that has been achieved and is equivalent to the stated education and experience and required knowledge, skills, and abilities sufficient to successfully perform the duties and responsibilities of this job.

### **Licenses, Registrations, Certifications, or Special Requirements:**

- Certified through the National Wildfire Coordinating Group (NWCG), as a prescribed Fire Burn Boss 2 (RXB2).
- Certified Prescribed Burn Manager through the Texas Prescribed Burning Board or certification obtained within one year of hire date.
- Valid Texas Driver License.

### **Preferred :**

Masters Degree in fields listed above

### **Knowledge, Skills, and Abilities:**

#### **Knowledge of:**

- Extensive knowledge in the implementation of land management principles, practices and concepts sufficient to perform all duties associated with managing resource programs.
- Natural science, ecology and park operations.
- Supervisory principals, practices and techniques.

# TRAVIS COUNTY JOB DESCRIPTION

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**JOB TITLE: Park Land Manager**

**JOB CODE:** XXXXXXXX  
**PAY GRADE:** 22

**FLSA STATUS:** Exempt  
**LAST REVISED:** 10/7/2014

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## **Knowledge, Skills, and Abilities: (Cont)**

### **Knowledge of: (Cont)**

- Policies, practices, procedures and methods of assigned function.
- Federal, State, Local and County applicable laws, rules, regulations and guidelines.
- Fire management practices and procedures in accordance with Federal, State and Local guidelines.
- Characteristics of extreme fire behavior to ensure staff safety.
- Methods, techniques, and equipment for prescribed fire activities.
- Emergency procedures, including medical, fire suppression and other procedures.
- Applicable safety practices and procedures in the proper use of land management equipment and methodology.
- Computer equipment to include word processing, spreadsheets, databases and a variety of software packages, including GIS-ARC Fuels.
- Business letter writing, grammar, punctuation, and report preparation.

### **Skill in:**

- Supervising, training, developing, and assigning staff, volunteers and overseeing contractors.
- Fire management practices and procedures
- Tree inspection and treatment for diseases, parasites, etc.
- Operating ATV's, pumper trucks, and associated equipment.
- Planning and coordinating work activities.
- Reviewing construction plans, specifications and contracts for compliance with codes and county policy related to trees.
- The application and design of research techniques and the methods of compiling, organizing and reporting data.
- Emergency procedures, including medical and other procedures.
- The use of modern GIS software.
- Both verbal and written communication, including conveying and following instructions and providing information to the public.
- Handling and prioritizing multiple tasks.

### **Ability to:**

- Safely operate motor vehicles.
- Safely operate 2-way radio, cellphone, bucket truck, chipper, and chain saw.
- Read and interpret documents, such as safety rules, operating and maintenance instructions, and procedure manuals.
- Recognize the characteristics of extreme fire behavior to ensure staff safety.
- Plan and implement prescribed fires on parks and conservation lands.
- Analyze emergency/problems and take the best course of action to resolve situations.
- Plan, schedule and oversee functions.
- Manage time well and meet timelines.
- Prepare and present written reports.
- Adapt to changing situations and circumstances when completing work assignments.
- Effectively communicate under stressful situations.
- Effectively extract specific details from complex information during oral communication.
- Research and provide information, guidance and technical support as needed or requested.
- Establish and maintain effective working relationships with contractors, county employees, officials, representatives of outside agencies, news media, and the general public.

# TRAVIS COUNTY JOB DESCRIPTION

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**JOB TITLE: Park Land Manager**

**JOB CODE:** XXXXXXXX  
**PAY GRADE:** 22

**FLSA STATUS:** Exempt  
**LAST REVISED:** 10/7/2014

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**Knowledge, Skills, and Abilities: (Cont)**

**Ability to: (Cont)**

- Communicate verbally in a courteous, professional manner with a variety of individuals taking into consideration their needs and using tone, vocabulary, format, and grammar appropriate to the circumstance.
- Work as a member of a team to reach a common goal and/or objective.

**WORK ENVIRONMENT AND PHYSICAL DEMANDS:**

Physical requirements include the ability to lift/carry up to 50 pounds, maintain arduous duty fitness level to include a 3 mile hike with 45 pound pack in 45 minutes, visual acuity, speech and hearing, hand and eye coordination and manual dexterity. Subject to standing, sitting, walking, climbing stairs, carrying, bending, stooping, crouching, crawling, kneeling, pushing, pulling, reaching, lifting, twisting, balancing, repetitive motion, driving, client/customer contact, viewing monitors and squatting to perform the essential functions. Subject to extreme temperatures, outside elements, dangerous machinery, noise, fumes, vibration, infectious disease, hazardous chemicals, potential physical harm, contact with dust and insects, and all outdoor hazards, include exposure to poisonous animals and plants.

**This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.**



**FY 15 TEMPORARY POSITION EXTENSIONS - TEMPORARY HOURLY NO BENEFIT POSITIONS**

Personnel Area	Position Number	Position Title
Constable Pct 2	30005873	Court Clerk I
County Commissioner 4	30052202	Intern
County Judge	30051381	ACC Intern
District Attorney	30050113	County/District Attorney Div Dir
District Attorney	30050054	Law Clerk II
District Attorney	30050025, 30052251	Office Specialist
General Administration	30052826	ACC Intern
Rcd Mgmt and Comm Rsrc	30052730	Imaging Production Tech

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**FY 15 TEMPORARY POSITION EXTENSIONS - TEMPORARY HOURLY NO BENEFIT POSITIONS**

Personnel Area	Position Number	Position Title
County Clerk	30006054, 30006055, 30006058, 30006059, 30006060, 30006061, 30006062, 30006064, 30006065, 30006066, 30006067, 30006068, 30006069, 30006070, 30006071, 30006073, 30006074, 30006083, 30006085, 30006088,  30006091, 30006092, 30006094, 30006095, 30006096, 30006098, 30006099, 30006100, 30006102, 30006104, 30006105, 30006106, 30006107, 30006108, 30006112, 30006113, 30006114, 30006115, 30006116, 30006117,  30006118, 30006119, 30006120, 30006121, 30006122, 30006123, 30006124, 30006125, 30006126, 30006127, 30006128, 30006129, 30006130, 30006131, 30006132, 30006133, 30006134, 30006136, 30006137, 30006138,  30006139, 30006141, 30006142, 30006143, 30006144, 30006146, 30006147, 30006148, 30006153, 30006154, 30006158, 30006160, 30006161, 30006162, 30006163, 30006164, 30006165, 30006166, 30006167, 30006168,  30006169, 30006170, 30006174, 30006175, 30006176, 30006177, 30006178, 30006179, 30006180, 30006181, 30006182, 30006183, 30006184, 30006185, 30006186, 30006187, 30006188, 30006189, 30006191, 30006192,  30006193, 30006194, 30006195, 30006196, 30006197, 30006198, 30006199, 30006200, 30006201, 30006204, 30006205, 30006206, 30006208, 30006209, 30006210, 30006211, 30006212, 30006214, 30006215, 30006217,  30006218, 30006219, 30006220, 30006221, 30006222, 30006223, 30006224, 30006225, 30006226, 30006227, 30006229, 30006230, 30006231, 30006232, 30006233, 30006234, 30006236, 30006237, 30006238, 30006239,  30006240, 30006241, 30006242, 30006243, 30006244, 30006245, 30006246, 30006247, 30006248, 30006249, 30006250, 30006251, 30006252, 30006254, 30006255, 30006256, 30006257, 30006258, 30006259, 30006260,	Elections Early Voting Clerk 6

**FY 15 TEMPORARY POSITION EXTENSIONS - TEMPORARY HOURLY NO BENEFIT POSITIONS**

Personnel Area	Position Number	Position Title
County Clerk	30006261, 30006262, 30006263, 30006264, 30006266, 30006267, 30006268, 30006269, 30006271, 30006272, 30006273, 30006275, 30006276, 30006277, 30006278, 30006279, 30006282, 30006283, 30006285, 30006286,  30006287, 30006291, 30006293, 30006294, 30006295, 30006297, 30006298, 30006299, 30006300, 30006301, 30006302, 30006304, 30006305, 30006307, 30006308, 30006309, 30006310, 30006312, 30006313, 30006314,  30006315, 30006316, 30006317, 30006318, 30006320, 30006321, 30006322, 30006323, 30006324, 30006325, 30006326, 30006327, 30006328, 30006329, 30006340, 30006343, 30006350, 30006351, 30006359, 30006360,  30006363, 30006368, 30006372, 30006373, 30006374, 30006380, 30006381, 30006382, 30006384, 30006385, 30006387, 30006389, 30006394, 30006401, 30006402, 30006404, 30006408, 30006409, 30006411, 30006412,  30006413, 30006415, 30006416, 30006417, 30006418, 30006419, 30006420, 30006421, 30006422, 30006423, 30006424, 30006425, 30006426, 30006427, 30006428, 30006429, 30006431, 30006433, 30006434, 30006437,  30006440, 30006441, 30006442, 30006444, 30006445, 30006447, 30006449, 30006450, 30006451, 30006452, 30006453, 30006457, 30006458, 30006459, 30006460, 30006461, 30006462, 30006463, 30006464, 30006465,  30006466, 30006468, 30006470, 30006471, 30006472, 30006473, 30006474, 30006475, 30006476, 30006477, 30006479, 30006480, 30006481, 30006482, 30006483, 30006484, 30006485, 30006488, 30006489, 30006490,  30006491, 30006492, 30006493, 30006494, 30006496, 30006497, 30006498, 30006499, 30006500, 30006501, 30006502, 30006503, 30006504, 30006505, 30006506, 30006507, 30006508, 30006510, 30006514, 30006516,	Elections Early Voting Clerk 6

**FY 15 TEMPORARY POSITION EXTENSIONS - TEMPORARY HOURLY NO BENEFIT POSITIONS**

Personnel Area	Position Number	Position Title
County Clerk	30006517, 30006518, 30006519, 30006520, 30006521, 30006522, 30006523, 30006524, 30006528, 30006529, 30006530, 30006532, 30006533, 30006535, 30006536, 30006537, 30006538, 30006539, 30006540, 30006541,  30006542, 30006543, 30006544, 30006545, 30006546, 30006547, 30006548, 30006549, 30006550, 30006551, 30006552, 30006553, 30006554, 30006555, 30006557, 30006558, 30006559, 30006560, 30006561, 30006562,  30006563, 30006564, 30006565, 30006566, 30006567, 30006568, 30006569, 30006570, 30006571, 30006572, 30006573, 30006574, 30006575, 30006577, 30006578, 30006582, 30006585, 30006587, 30006592, 30006593,  30006594, 30006601, 30006602, 30006604, 30006605, 30006607, 30006610, 30006615, 30006617, 30006618, 30006620, 30006623, 30006624, 30006631, 30006632, 30006643, 30006644, 30006649, 30006650, 30006651,  30006653, 30006654, 30006655, 30006656, 30006657, 30006658, 30006659, 30006660, 30006661, 30006662, 30006663, 30006664, 30006665, 30006666, 30006667, 30006671, 30006672, 30006676, 30006677, 30006678,  30006679, 30006680, 30006681, 30006684, 30006687, 30006690, 30006691, 30006692, 30006693, 30006694, 30006695, 30006697, 30006698, 30006700, 30006701, 30006702, 30006703, 30006704, 30006705, 30006706,  30006707, 30006708, 30006710, 30006711, 30006712, 30006714, 30006715, 30006716, 30006717, 30006721, 30006722, 30006723, 30006726, 30006728, 30006729, 30006731, 30006732, 30006733, 30006736, 30006739,  30006740, 30006743, 30006744, 30006750, 30006751, 30006755, 30006765, 30006767, 30006768, 30006775, 30006782, 30006784, 30006786, 30006787, 30006788, 30006789, 30006791, 30006795, 30006796, 30006797,	Elections Early Voting Clerk 6

**FY 15 TEMPORARY POSITION EXTENSIONS - TEMPORARY HOURLY NO BENEFIT POSITIONS**

Personnel Area	Position Number	Position Title
County Clerk	30006801, 30006802, 30006803, 30006805, 30006806, 30006810, 30006813, 30006814, 30006815, 30006816, 30006817, 30006818, 30006819, 30006822, 30006827, 30006838, 30006839, 30006840, 30006841, 30006843,  30006845, 30006846, 30006848, 30006849, 30052303	Elections Early Voting Clerk 6
County Clerk	30006057, 30006330, 30006332, 30006333, 30006334, 30006335, 30006336, 30006337, 30006338, 30006339, 30006341, 30006342, 30006344, 30006345, 30006346, 30006347, 30006348, 30006349, 30006352, 30006353,  30006354, 30006355, 30006356, 30006358, 30006361, 30006362, 30006364, 30006366, 30006367, 30006369, 30006371, 30006377, 30006430, 30006436, 30006438, 30006439, 30006443, 30006448, 30006455, 30006467,  30006576, 30006584, 30006589, 30006590, 30006591, 30006595, 30006596, 30006597, 30006598, 30006599, 30006600, 30006603, 30006612, 30006613, 30006616, 30006619, 30006621, 30006622, 30006625, 30006629,  30006636, 30006637, 30006638, 30006639, 30006640, 30006645, 30006647, 30006734, 30006737, 30006742, 30006745, 30006770, 30006771, 30006773, 30006774, 30006777, 30006778	Elections Early Voting Deputy 7
County Clerk	30006611, 30006761	Elections Operations Clerk I 8
County Clerk	30006056, 30006063, 30006072, 30006075, 30006076, 30006077, 30006078, 30006079, 30006080, 30006081, 30006082, 30006084, 30006086, 30006087, 30006089, 30006090, 30006093, 30006097, 30006101, 30006103,  30006140, 30006145, 30006149, 30006150, 30006151, 30006152, 30006155, 30006157, 30006159, 30006171, 30006203, 30006207, 30006270, 30006280, 30006281, 30006289, 30006290, 30006296, 30006375, 30006376,  30006378, 30006379, 30006383, 30006386, 30006388, 30006390, 30006391, 30006392, 30006393, 30006395, 30006396, 30006397, 30006398, 30006399, 30006405, 30006406, 30006407, 30006414, 30006432, 30006435,	Elections Operations Clerk II 9

**FY 15 TEMPORARY POSITION EXTENSIONS - TEMPORARY HOURLY NO-BENEFIT POSITIONS**

Personnel Area	Position Number	Position Title
County Clerk	30006495, 30006511, 30006512, 30006513, 30006527, 30006579, 30006580, 30006581, 30006583, 30006586, 30006588, 30006641, 30006646, 30006648, 30006668, 30006673, 30006674, 30006682, 30006683, 30006685,  30006686, 30006689, 30006709, 30006713, 30006719, 30006780, 30006790	Elections Operations Clerk II 9
County Clerk	30006109, 30006110, 30006111, 30006135, 30006156, 30006172, 30006173, 30006190, 30006202, 30006216, 30006228, 30006235, 30006253, 30006265, 30006274, 30006284, 30006288, 30006292, 30006303, 30006306,  30006311, 30006319, 30006357, 30006365, 30006370, 30006400, 30006403, 30006410, 30006446, 30006454, 30006456, 30006469, 30006478, 30006486, 30006487, 30006509, 30006515, 30006525, 30006526, 30006531,  30006534, 30006556, 30006608, 30006609, 30006614, 30006626, 30006627, 30006628, 30006630, 30006633, 30006634, 30006635, 30006642, 30006652, 30006669, 30006670, 30006675, 30006688, 30006696, 30006699,  30006718, 30006720, 30006724, 30006725, 30006727, 30006735, 30006738, 30006741, 30006746, 30006747, 30006748, 30006749, 30006752, 30006753, 30006754, 30006756, 30006757, 30006758, 30006759, 30006760,  30006762, 30006763, 30006764, 30006766, 30006769, 30006772, 30006776, 30006779, 30006781, 30006783, 30006785, 30006792, 30006793, 30006794, 30006798, 30006799, 30006800, 30006804, 30006807, 30006808,  30006809, 30006812, 30006820, 30006821, 30006823, 30006824, 30006825, 30006826, 30006828, 30006829, 30006830, 30006831, 30006832, 30006833, 30006834, 30006835, 30006836, 30006837, 30006842, 30006844,  30006847, 30006850, 30006851	Elections Operations Clerk III 10
County Clerk	30006053, 30006213, 30006331, 30006730, 30006811, 30050108, 30050140, 30050351	Elections Operations Clerk IV 11

**FY 15 TEMPORARY POSITION EXTENSIONS - TEMPORARY HOURLY WITH RETIREMENT POSITIONS**

Personnel Area	Position Number	Position Title
County Clerk	30050292	Application Dev Mgr
County Clerk	30000961, 30000966, 30001014, 30001015, 30001016, 30001020, 30001024, 30001025, 30001051, 30001061, 30001062, 30001064, 30005655	Office Asst
County Clerk	30052477	Project Mgr II
County Clerk	30000920	Records Analyst
Criminal Courts	30001571, 30001573, 30001575, 30001576, 30001578, 30001579, 30005549, 30005550, 30050876	Court Bailiff
Criminal Courts	30001592	Judicial Aide
CSCD	30003603, 30003604, 30003605, 30003606	CSCD Social Services Aide
CSCD	30052027	CSCD Substance Abuse Monitor
CSCD	30003534	Probation Officer Sr
District Attorney	30005596, 30005597, 30005602, 30005607, 30050052	Attorney III
District Attorney	30001369, 30001461, 30001464, 30001465, 30001470, 30005589, 30050053	Law Clerk II
District Attorney	30001386	Office Asst
Health and Human Sv and Vet Sv	30005302	Interpreter Sign Language VI
Juvenile Probation	30004446, 30004455, 30004459	Cook

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**FY 15 TEMPORARY POSITION EXTENSIONS - TEMPORARY HOURLY WITH RETIREMENT POSITIONS**

Personnel Area	Position Number	Position Title
Juvenile Probation	30004192, 30004194, 30004196, 30004197, 30004199, 30004200, 30004202, 30004203, 30004206, 30004207, 30004208, 30004209, 30004210, 30004212, 30004213, 30004214	Juvenile Detention Officer Asst
Planning and Budget	30052602	Business Analyst II

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

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**Samuel T. Biscoe**  
County Judge

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**Ron Davis**  
Commissioner, Pct. 1

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**Bruce Todd**  
Commissioner, Pct. 2

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**Gerald Daugherty**  
Commissioner, Pct. 3

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**Margaret Gomez**  
Commissioner, Pct. 4





## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 7, 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 \$1,455,487.89 for the period of September 19 to September 25, 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 \$1,455,487.89.

### ISSUES AND OPPORTUNITIES:

See attached.

### FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (8956) – \$1,455,487.89

### REQUIRED AUTHORIZATIONS:

John Rabb, 854-2742

Jessica Rio, 854-9106

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

**TRAVIS COUNTY  
RECOMMENDATION FOR TRANSFER OF FUNDS**

**DATE:** October 7, 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:** September 19 to September 25, 2014

**REIMBURSEMENT REQUESTED FOR THIS PERIOD:** \$1,455,487.89

**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 \$1,455,487.89.

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**  
**SEPTEMBER 19, 2014 TO SEPTEMBER 25, 2014**

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- 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: October 7, 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: September 19, 2014  
 TO: September 25, 2014

**REIMBURSEMENT REQUESTED: \$ 1,455,487.89**

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 2,249,131.79
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: Sept 30, 2014	\$ (793,643.90)
SAP corr	\$ -
Misc Adj	\$ -
<b>TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:</b>	<b>\$ 1,455,487.89</b>
<b>TRANSFER OF FUNDS REQUESTED:</b>	<b>\$ 1,455,487.89</b>

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

All claims over \$25,000 (7 this week totaling \$247,679.83) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.

Fifteen percent (15%) of all claims under \$25,000 (\$181,849.81) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount paid by UHC. Claims in this random audit met the above requirements but may qualify for more detailed analysis through other resources.

All claims have been reviewed to determine if they have exceeded the \$275,000 stop loss limit. Claims that have exceeded the limit will be reimbursed by Sun Life; claims expenses are credited in the fiscal year reimbursed. Cumulative fiscal year stop loss reimbursements from Sun Life total \$944,113.03.

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

I certify that all data listed on this recommendation for transfer of funds is correct and that the payments shown have been made solely for the purpose of health insurance claims.

*Debbie Maynor by nm* 9/29/14  
 \_\_\_\_\_  
 Debbie Maynor, Director, HRMD Date

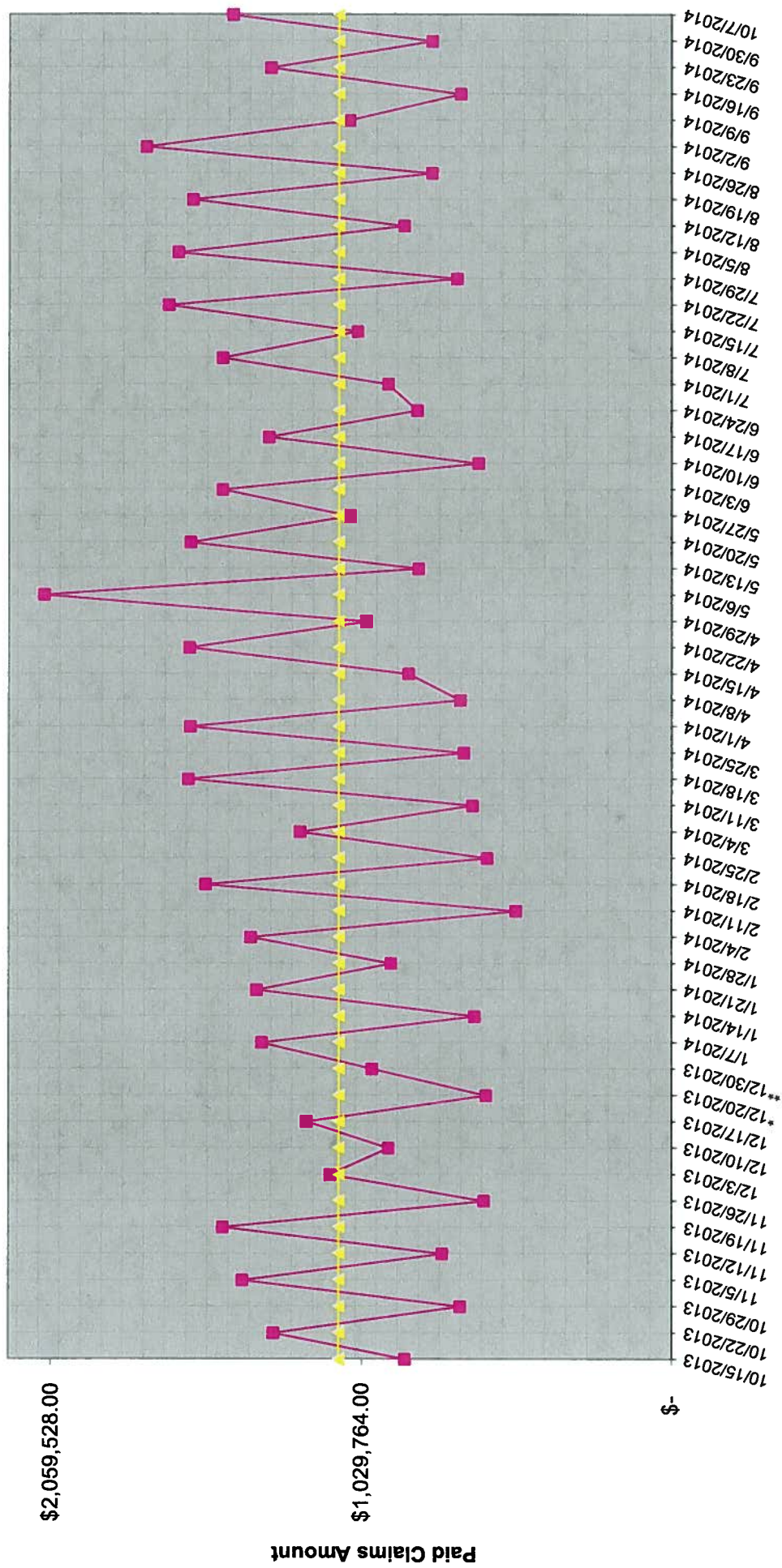
*[Signature]* 9/29/2014  
 \_\_\_\_\_  
 John Rabb, Benefits Manager Date

*Shannon Steele* 9/29/2014  
 \_\_\_\_\_  
 Shannon Steele, Benefits Administrator Date

*Norman McRee* 9/26/14  
 \_\_\_\_\_  
 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 Original 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	\$ 1,106,687.60	5	\$ 195,295.06	1.54%	1.68%
2	10/4/2013	10/10/2013	10/22/2013	\$ 1,321,181.23	\$ 1,106,687.60	1	\$ 164,720.00	3.83%	4.42%
3	10/11/2013	10/17/2013	10/29/2013	\$ 701,263.92	\$ 1,106,687.60	1	\$ 82,224.03	5.05%	6.07%
4	10/18/2013	10/24/2013	11/5/2013	\$ 1,423,282.56	\$ 1,106,687.60	4	\$ 168,709.40	7.53%	8.24%
5	10/25/2013	10/31/2013	11/12/2013	\$ 761,418.64	\$ 1,106,687.60	2	\$ 106,445.83	8.85%	9.25%
6	11/1/2013	11/7/2013	11/19/2013	\$ 1,488,394.58	\$ 1,106,687.60	3	\$ 109,031.75	11.44%	13.29%
7	11/8/2013	11/14/2013	11/26/2013	\$ 622,321.91	\$ 1,106,687.60	1	\$ 29,825.79	12.52%	15.02%
8	11/15/2013	11/21/2013	12/3/2013	\$ 1,135,426.11	\$ 1,106,687.60	1	\$ 40,089.30	14.49%	17.32%
9	11/22/2013	11/28/2013	12/10/2013	\$ 940,233.39	\$ 1,106,687.60	2	\$ 222,703.69	14.48%	18.28%
10	11/29/2013	12/5/2013	12/17/2013	\$ 1,212,118.51	\$ 1,106,687.60	5	\$ 182,392.18	16.59%	20.94%
11	12/6/2013	12/12/2013	*12/20/2013	\$ 615,656.75	\$ 1,106,687.60	3	\$ 107,366.02	17.66%	23.72%
12	12/13/2013	12/19/2013	**12/30/2013	\$ 995,001.70	\$ 1,106,687.60	3	\$ 358,745.50	19.39%	26.12%
13	12/20/2013	12/26/2013	1/7/2014	\$ 1,360,704.88	\$ 1,106,687.60	3	\$ 222,051.40	21.75%	27.88%
14	12/27/2013	1/2/2014	1/14/2014	\$ 653,436.13	\$ 1,106,687.60	1	\$ 28,139.66	22.89%	28.75%
15	1/3/2014	1/9/2014	1/21/2014	\$ 1,376,963.18	\$ 1,106,687.60	4	\$ 155,466.04	25.28%	30.39%
16	1/10/2014	1/16/2014	1/28/2014	\$ 932,402.70	\$ 1,106,687.60	5	\$ 310,357.04	26.90%	31.62%
17	1/17/2014	1/23/2014	2/4/2014	\$ 1,396,783.17	\$ 1,106,687.60	2	\$ 80,497.62	29.33%	34.58%
18	1/24/2014	1/30/2014	2/11/2014	\$ 515,683.34	\$ 1,106,687.60	2	\$ 130,646.43	30.22%	35.73%
19	1/31/2014	2/6/2014	2/18/2014	\$ 1,545,248.14	\$ 1,106,687.60	4	\$ 214,487.53	32.91%	38.08%
20	2/7/2014	2/13/2014	2/25/2014	\$ 611,759.43	\$ 1,106,687.60	0	\$ -	33.97%	39.28%
21	2/14/2014	2/20/2014	3/4/2014	\$ 1,233,909.99	\$ 1,106,687.60	4	\$ 133,153.83	36.12%	42.16%
22	2/21/2014	2/27/2014	3/11/2014	\$ 660,394.37	\$ 1,106,687.60	1	\$ 32,174.24	37.26%	43.40%
23	2/28/2014	3/6/2014	3/18/2014	\$ 1,603,217.96	\$ 1,106,687.60	7	\$ 331,213.98	40.05%	45.52%
24	3/7/2014	3/13/2014	3/25/2014	\$ 688,786.64	\$ 1,106,687.60	3	\$ 141,879.50	41.25%	47.04%
25	3/14/2014	3/20/2014	4/1/2014	\$ 1,597,535.37	\$ 1,106,687.60	3	\$ 173,339.16	44.02%	49.48%
26	3/21/2014	3/27/2014	4/8/2014	\$ 700,301.00	\$ 1,106,687.60	3	\$ 92,139.61	45.24%	51.79%
27	3/28/2014	4/3/2014	4/15/2014	\$ 872,967.78	\$ 1,106,687.60	4	\$ 143,618.18	46.76%	53.36%
28	4/4/2014	4/10/2014	4/22/2014	\$ 1,599,892.53	\$ 1,106,687.60	3	\$ 152,608.89	49.54%	55.92%
29	4/11/2014	4/17/2014	4/29/2014	\$ 1,015,027.15	\$ 1,106,687.60	3	\$ 269,777.73	51.30%	57.78%
30	4/18/2014	4/24/2014	5/6/2014	\$ 2,082,333.51	\$ 1,106,687.60	9	\$ 512,959.72	54.92%	60.43%
31	4/25/2014	5/1/2014	5/13/2014	\$ 839,403.51	\$ 1,106,687.60	4	\$ 141,146.67	56.38%	62.01%
32	5/2/2014	5/8/2014	5/20/2014	\$ 1,596,258.02	\$ 1,106,687.60	5	\$ 305,545.38	59.15%	64.62%
33	5/9/2014	5/15/2014	5/27/2014	\$ 1,069,244.41	\$ 1,106,687.60	8	\$ 463,508.51	61.01%	65.78%
34	5/16/2014	5/22/2014	6/3/2014	\$ 1,489,967.60	\$ 1,106,687.60	5	\$ 289,392.05	63.60%	68.09%
35	5/23/2014	5/29/2014	6/10/2014	\$ 639,722.30	\$ 1,106,687.60	2	\$ 78,377.52	64.71%	69.49%
36	5/30/2014	6/5/2014	6/17/2014	\$ 1,337,350.68	\$ 1,106,687.60	4	\$ 132,451.05	67.03%	71.78%
37	6/6/2014	6/12/2014	6/24/2014	\$ 844,172.67	\$ 1,106,687.60	4	\$ 129,722.57	68.50%	73.31%
38	6/13/2014	6/19/2014	7/1/2014	\$ 940,920.56	\$ 1,106,687.60	4	\$ 307,321.73	70.14%	75.77%
39	6/20/2014	6/26/2014	7/8/2014	\$ 1,490,398.86	\$ 1,106,687.60	3	\$ 180,002.56	72.73%	77.64%
40	6/27/2014	7/3/2014	7/15/2014	\$ 1,043,035.09	\$ 1,106,687.60	4	\$ 267,094.15	74.54%	79.05%
41	7/4/2014	7/10/2014	7/22/2014	\$ 1,669,083.12	\$ 1,106,687.60	5	\$ 365,585.39	77.44%	81.51%
42	7/11/2014	7/17/2014	7/29/2014	\$ 710,444.24	\$ 1,106,687.60	1	\$ 32,174.24	78.67%	83.03%
43	7/18/2014	7/24/2014	8/5/2014	\$ 1,637,961.39	\$ 1,106,687.60	9	\$ 528,340.69	81.52%	85.84%
44	7/25/2014	7/31/2014	8/12/2014	\$ 887,061.71	\$ 1,106,687.60	4	\$ 242,450.68	83.06%	87.80%
45	8/1/2014	8/7/2014	8/19/2014	\$ 1,589,396.03	\$ 1,106,687.60	2	\$ 65,460.08	85.82%	90.52%
46	8/8/2014	8/14/2014	8/26/2014	\$ 794,796.46	\$ 1,106,687.60	4	\$ 143,560.49	87.20%	91.93%
47	8/15/2014	8/21/2014	9/2/2014	\$ 1,744,334.23	\$ 1,106,687.60	8	\$ 439,519.06	90.24%	94.05%
48	8/22/2014	8/28/2014	9/9/2014	\$ 1,070,652.61	\$ 1,106,687.60	4	\$ 430,518.19	92.10%	96.03%
49	8/29/2014	9/4/2014	9/16/2014	\$ 698,315.39	\$ 1,106,687.60	1	\$ 37,788.97	93.31%	97.37%
50	9/5/2014	9/11/2014	9/23/2014	\$ 1,330,349.20	\$ 1,106,687.60	2	\$ 120,341.99	95.62%	99.81%
51	9/12/2014	9/18/2014	9/30/2014	\$ 793,643.90	\$ 1,106,687.60	2	\$ 107,402.16	97.00%	102.91%
52	9/19/2014	9/25/2014	10/7/2014	\$ 1,455,487.89	\$ 1,106,687.60	7	\$ 247,679.83	99.53%	105.49%

Claims (net) & Budget to Date	\$ 57,276,754.68	\$ 57,547,755.00
Gross Paid Claims over (under) Revised* Budget		\$ (271,000.32)

stop loss \$ (944,113.03)

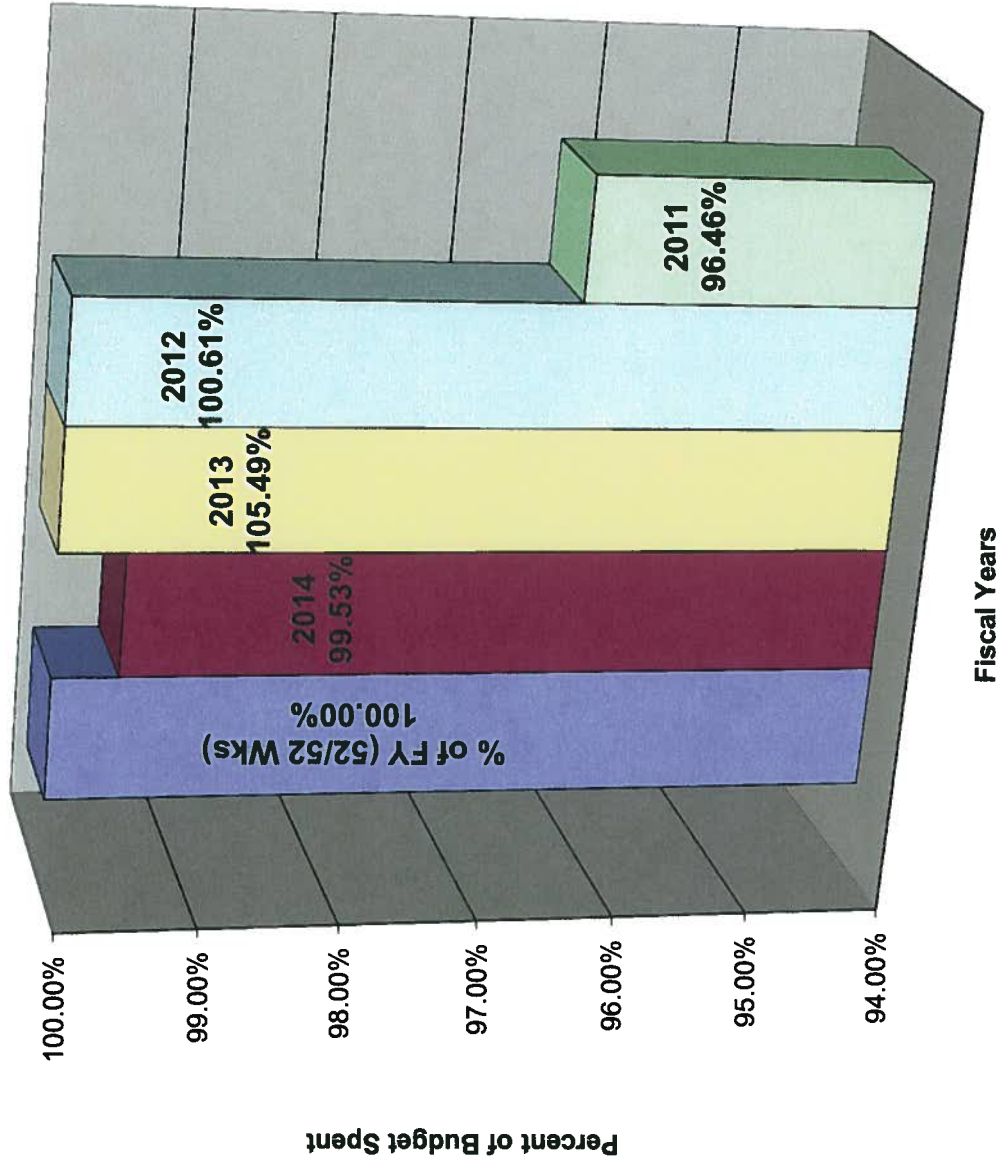
\*Claims Budget Increased \$4,000,000 from Reserve on 9/2/14

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 52**





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**Secured Message**

From: SIFSFX@UHC.COM  
 To: NORMAN.MCREE@CO.TRAVIS.TX.US  
 Date: September 26, 2014 5:55:24 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: 2014-09-26 REQUEST AMOUNT: \$2,249,131.79

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

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2014-09-25	\$462,225.52
- REQUIRED BALANCE TO BE MAINTAINED:	\$2,668,041.00
+ PRIOR DAY REQUEST:	\$00.00
= UNDER DEPOSIT:	\$2,205,815.48
+ CURRENT DAY NET CHARGE:	\$43,316.31
+ ISSUED CREDIT AMOUNT:	\$00.00
+ FUNDING ADJUSTMENTS:	\$00.00
REQUEST AMOUNT:	\$2,249,131.79

ACTIVITY FOR WORK DAY: 2014-09-19

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$51,483.90	\$00.00	\$51,483.90
TOTAL:	\$51,483.90	\$00.00	\$51,483.90

ACTIVITY FOR WORK DAY: 2014-09-22

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
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5



UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2014\_09\_25

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	\$ (340.96)	A1	3999024	AA	7	9/16/2014	200	9/23/2014	9/25/2014
701254	632	\$ (342.00)	A1	3985073	AA	6	9/16/2014	200	9/23/2014	9/25/2014
701254	632	\$ (345.29)	A1	4027813	AH	3	9/16/2014	200	9/23/2014	9/25/2014
701254	632	\$ (364.68)	A1	4013431	AH	7	9/16/2014	200	9/23/2014	9/25/2014
701254	632	\$ (367.02)	A1	3973451	AH	1	9/16/2014	200	9/23/2014	9/25/2014
709445	5972	\$ (380.10)	QG	82370866	AA	1	9/18/2014	50	9/24/2014	9/25/2014
701254	632	\$ (391.76)	A1	3989564	AA	17	9/16/2014	200	9/23/2014	9/25/2014
701254	632	\$ (399.55)	A1	4027812	AH	3	9/16/2014	200	9/23/2014	9/25/2014
701254	632	\$ (464.03)	A1	4042906	AH	5	9/16/2014	200	9/23/2014	9/25/2014
701254	632	\$ (537.66)	A1	4007281	AH	1	9/16/2014	200	9/23/2014	9/25/2014
701254	632	\$ (545.15)	A1	4046849	AH	1	9/16/2014	200	9/23/2014	9/25/2014
701254	632	\$ (562.17)	A1	4046842	AE	7	9/16/2014	200	9/23/2014	9/25/2014
701254	632	\$ (564.60)	A1	4027835	AH	15	9/16/2014	200	9/23/2014	9/25/2014
701254	632	\$ (607.69)	A1	4007326	AH	15	9/16/2014	200	9/23/2014	9/25/2014
701254	632	\$ (662.72)	A1	4007842	AA	6	9/16/2014	200	9/23/2014	9/25/2014
701254	632	\$ (812.46)	A1	4002791	AH	1	9/16/2014	200	9/23/2014	9/25/2014
701254	632	\$ (821.50)	A1	3960374	AE	17	9/16/2014	200	9/23/2014	9/25/2014
701254	632	\$ (935.00)	QG	93556187	AA	1	9/20/2014	50	9/26/2014	9/25/2014
701254	632	\$ (2,300.00)		26	411476	AE	7	9/19/2014	9/24/2014	9/25/2014
701254	632	\$ (5,822.37)	A1	3960403	AE	9	9/16/2014	200	9/23/2014	9/25/2014
701254	632	\$ (10,639.60)		26	409898	AH	1	9/19/2014	9/24/2014	9/25/2014
701254	632	\$ (20,972.79)		26	411491	AH	1	9/19/2014	9/24/2014	9/25/2014

\$ 1,455,487.89

# Travis County Employee Health Benefits Fund

## UHC Payments Deemed Not Reimbursable

For the payment week ending: 9/25/2014

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

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

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

For the payment week ending: 9/25/2014

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Type	EE/RR	Cost Center	G/L Account	Transaction Amount	
CEPO	EE	1110068956	516010	\$	115,586.07
	RR	1110068956	516110	\$	24,568.42
				\$	-
			<b>Total CEPO</b>		<b>\$ 140,154.49</b>
EPO	EE	1110068956	516030	\$	174,509.17
	RR	1110068956	516130	\$	105,444.44
			<b>Total EPO</b>		<b>\$ 279,953.61</b>
PPO	EE	1110068956	516020	\$	896,305.02
	RR	1110068956	516120	\$	139,074.77
			<b>Total PPO</b>		<b>\$ 1,035,379.79</b>
			<b>Grand Total</b>		<b>\$ 1,455,487.89</b>



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 7, 2014

**Prepared By/Phone Number:** Kristine Nilson, 854-4820

**Elected/Appointed Official/Dept. Head:** Leroy Nellis, Acting County Executive for Planning and Budget, 854-9106

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

### AGENDA LANGUAGE:

Approve tuition/fees award for one (1) Travis County employee to participate in the Leadership Austin Emerge Program, in accordance with Chapter 10.0191 – 10.0195 of Travis County Code.

### BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Travis County Policies, Procedures, and Regulations Manual, Chapter 10.0191, Leadership Training-Funding Guidelines, provides financial assistance for county employees who are accepted in leadership training that will ultimately benefit Travis County as a whole.

### STAFF RECOMMENDATIONS:

Staff has reviewed the submitted documentation and recommends reimbursement to Amanda Miller. The amount of this request is for \$120, as stated in policy §10.0196, is for 80% of the tuition/fees paid (80% of \$150) up to a maximum award of \$800.

### ISSUES AND OPPORTUNITIES:

NA

### FISCAL IMPACT AND SOURCE OF FUNDING:

Funds are available in the budgeted line item for Professional Development, Training and Seminars account, funds center 1110030001 and commitment item 512050.

### REQUIRED AUTHORIZATIONS:

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

Debbie Maynor, Human Resources Management Department, 854-9170

Leroy Nellis, Planning and Budget Office, 854-9106

County Auditor's Office 854-9125

County Treasurer's Office 854-9365

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



**4-H CAPITAL AmeriCorps Project – Travis County**  
 1600-B Smith Road, Austin, Texas 78721  
 (512) 854-9600 phone | (512) 854-9611 fax



**MEMORANDUM OF REQUEST FOR LEADERSHIP TRAINING**

September 10<sup>th</sup>, 2014

Commissioner's Court;

My name is Amanda Miller and I am a Social Services Program Specialist Associate (AmeriCorps Project Coordinator) with the Travis County CAPITAL Project at Texas A&M AgriLife Extension Service – Travis County. I am writing to request funding to attend the 2014 Leadership Austin Emerge Program, commencing September 26<sup>th</sup>, 2014 and ending December 11<sup>th</sup>, 2014. The curriculum of the Emerge Program covers a wide range of topics including focusing on exploring leadership concepts, utilizing practical tools and creating a personal framework for being a more effective civic leader. The total cost of the program is \$660. Leadership Austin provides limited scholarship opportunities for their program, and I was elected to receive a \$500 scholarship.

Leadership Austin is a 501(c)3 founded by the Greater Austin Chamber of Commerce in 1979, with the following mission -

Leadership Austin offers emerging and community leaders a unique opportunity to be a part of a group that has come together to develop their personal and professional leadership skills, learn about the issues affecting Greater Austin through open and balanced civic discussion, and build relationships with others who seek to grow as leaders and find solutions to the issues facing our region.

The Emerge Program ... helps young professionals identify their leadership style and develop the skills all high-impact leaders possess. Emerge participants will strengthen and increase their network and circle of influence in order to collaborate and benefit Greater Austin. The program is the beginning of the path toward investing in learning more about your personal leadership style for greater success.

As a Project Coordinator who mentors AmeriCorps members in their professional development, my participation in the Emerge Program will provide a direct benefit to my organization by allowing me the opportunity to network with a diverse group of professionals from across Travis County. Members of this program come from government, the nonprofit sector and private industries, and the contacts I make will enrich my ability to help our AmeriCorps members develop their own career paths. As the Outreach coordinator for our organization, this opportunity will allow me to engage fully in civic projects happening in the greater Austin area, and bring this knowledge back to my organization for greater future outreach and volunteerism efforts. Personally, this program is a major step in my professional development as a community leader, as I plan to continue on the career path of social services and nonprofit management. The Emerge program will help me build my professional network and fill in the leadership training that I need to advance to the next steps of my career.

For the reasons outlined above, I am requesting program tuition reimbursement of \$120 (30% of my total cost), as well as the ability to count the mandatory retreat on September 26<sup>th</sup> from 8:00am – 5:00pm as allowable hours for work. All other classes occur in the evenings, after the work day has ended.

Thank you for your consideration,

**Amanda Miller**  
 AmeriCorps Project Coordinator  
 (512) 854-3191  
 amanda.miller@co.travis.tx.us



## Kristine Nilsen

---

**From:** Amanda Miller  
**Sent:** Thursday, September 25, 2014 9:22 AM  
**To:** Kristine Nilsen  
**Subject:** FW: Emerge Application Update

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**From:** Christopher Kennedy [<mailto:ckennedy@leadershipaustin.org>]  
**Sent:** Thursday, September 04, 2014 4:22 PM  
**To:** Amanda Miller  
**Subject:** Emerge Application Update

Dear Amanda,

***Congratulations!*** On behalf of the Board of Directors, I am pleased to inform you that you have been selected to participate in the 2014 Leadership Austin Emerge Program. We had a 15% increase in applications from last year and the panel of community leaders had a difficult challenge in selecting the 55 participants. You are now a part of Leadership Austin's 36-year history of preparing talented leaders to serve Greater Austin.

Our team is hard at work to ensure that this year's experience will be outstanding. The curriculum will focus on exploring leadership concepts, utilizing practical tools and creating a personal framework for being a more effective civic leader.

As indicated on the application, the program starts with a **mandatory retreat** on September 26, 2014 from 8:00 am to 5:00 pm. If you cannot attend please call Julie Smith (512-499-0435, ext. 114) immediately so an alternate may be selected. You are expected to attend all seven sessions (Sept 26, Oct 9, Oct 23, Nov 6, Nov 20, Dec 4 and Dec 11).

To confirm your place in the class, we ask that you:

- Read the [program guidelines and attendance policy](#)
- Complete the [commitment form](#)
- Pay your Emerge tuition of \$650 via check, [online](#), or by contacting Jeff Olmeda, [jolmeda@leadershipaustin.org](mailto:jolmeda@leadershipaustin.org), to set up a payment plan.

Please submit your online commitment form and tuition payment no later than Friday September 12. Once we receive these documents, you will receive a separate email containing additional information about the September Retreat.

If you have questions, please give us a call at 512-499-0435. Congratulations again, and welcome to Leadership Austin!

Sincerely,

Christopher Kennedy  
Chief Executive Officer  
[ckennedy@leadershipaustin.org](mailto:ckennedy@leadershipaustin.org)

## Amanda Miller

---

**From:** Leadership Austin <[info@leadershipaustin.org](mailto:info@leadershipaustin.org)>  
**Sent:** Thursday, September 11, 2014 7:18 AM  
**To:** Amanda Miller  
**Subject:** Leadership Austin Donation Confirmation

Is this email not displaying correctly? [View it in your browser.](#)



Amanda,

Thank you for your \$650.00 donation toward Leadership Austin's Emerge 2014-15 campaign. This message is to confirm that we received your contribution on 09/11/2014 and will follow up shortly with an official acknowledgement letter via postal mail.

In the meantime, please contact us at [info@leadershipaustin.org](mailto:info@leadershipaustin.org) or (512) 499-0435 if you have any questions.

Sincerely,  
Leadership Austin

---

Leadership Austin: 1809 Shoal Creek Blvd Ste 202, Austin, TX 78701 | Tax ID: 74-2987483  
Contact: (512) 499-0435 | [info@leadershipaustin.org](mailto:info@leadershipaustin.org) | [www.leadershipaustin.org](http://www.leadershipaustin.org)  
Socialize: [Facebook](#) | [Twitter](#) | [LinkedIn](#) | [YouTube](#) | [Blog](#) | [Subscribe to Emails](#)

You are receiving this email because of your interest or participation in Leadership Austin.

## Kristine Nilsen

---

**From:** Amanda Miller  
**Sent:** Thursday, September 25, 2014 9:23 AM  
**To:** Kristine Nilsen  
**Subject:** FW: Emerge Scholarship

---

**From:** Julie Smith [<mailto:jsmith@leadershipaustin.org>]  
**Sent:** Friday, September 19, 2014 12:07 PM  
**To:** Amanda Miller  
**Cc:** Jeff Olmeda  
**Subject:** Emerge Scholarship

Hi Amanda,  
Happy Friday! I'm excited to let you know that you have been chosen to receive a \$500 scholarship from the Yellow Cab Cares fund. Congratulations!

I'm copying my colleague Jeff who will reimburse \$500 back to you.

Have a great weekend, and I look forward to seeing you soon!

Julie

**Julie Smith**  
Leadership Programs Manager  
(512) 499-0435, x114  
[www.leadershipaustin.org](http://www.leadershipaustin.org)





**Amanda Miller**

---

**From:** Jeff Olmeda <jolmeda@leadershipaustin.org>  
**Sent:** Monday, September 22, 2014 2:08 PM  
**To:** Amanda Miller  
**Subject:** Leadership Austin Customer Refund Notification

**REFUND CONFIRMATION**

**Order Information**

**Merchant:** Leadership Austin  
**Description:** PARTIAL REFUND: Received tuition assistance -- Paid to: Leadership Austin Donation  
ID: 55692 Campaign Name: Emerge 2014-15 EMAIL: [amanda.miller@co.travis.tx.us](mailto:amanda.miller@co.travis.tx.us)  
NEON Account ID: 23344

**Billing Information**

Amanda Miller  
78748  
[amanda.miller@co.travis.tx.us](mailto:amanda.miller@co.travis.tx.us)

**Shipping Information**

**Total: US \$500.00**

**MasterCard**

**Date/Time:** 22-Sep-2014 14:07:56 CDT  
**Transaction ID:** 6517777058

[Type text]



To: Travis County Commissioner's Court  
CC: Sherrí Fleming

From: Lydia Domaruk  
County Extension Agent -- Urban Youth Development  
HHSVS / Travis County 4-H CAPITAL Project  
Texas A&M AgriLife Extension Service

September 11, 2014

To whomever it may concern,

I am writing this letter in support of Amanda Miller's request for tuition reimbursement and paid training time for the Leadership Austin Program. We currently do not have training funds available in our budget to cover these costs. I support her participation in the Leadership Austin Emerge Program and feel that her participation will not only be of great benefit to our organization, but her own professional development.

Sincerely,

A handwritten signature in black ink, appearing to read "Lydia Domaruk", written over a horizontal line.

Lydia Domaruk  
1600 Smith Rd.  
Austin, TX 78723  
(512) 854-9609  
[LRDomaruk@ag.tamu.edu](mailto:LRDomaruk@ag.tamu.edu)

Texas A&M AgriLife Extension Service – Travis County



September 24, 2014

To whom it may concern:

I am writing in support of Amanda Müller's participation in the Leadership Austin Emerge program. I believe this curriculum is particularly relevant to her work for Travis County in that it will provide her with essential tools and skills to be a successful leader in her current and future positions. I support the use of Leadership training funds to cover 80% of her out-of-pocket costs (\$120). It is my understanding that this program will require attendance during regular work hours for the first day, September 26<sup>th</sup> 8:00am – 5:00pm, but that the remainder of the program is conducted after work hours.

*Rebecca Sandman*  
by *[Signature]*

Texas A&M AgriLife Extension Service  
1600-B Smith Road | Austin, Texas 78721

Tel. 512.854.9500 | Fax. 512.854.9511 | [AgriLifeExtension.tamu.edu](http://AgriLifeExtension.tamu.edu)

Educational programs of the Texas A&M AgriLife Extension Service are open to all people without regard to race, color, sex, religion, national origin, age, disability, genetic information, or veteran status. The Texas A&M University System, U.S. Department of Agriculture, and the County Commissioners Courts of Texas Cooperating



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 7, 2014

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

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

**County Executive:** Loretta Nalls, Acting County Executive, PBO, 854-9106

**Sponsoring Court Members:** County Judge Samuel T. Biscoe

### AGENDA LANGUAGE:

Consider and take appropriate action on request from the City of Austin to use the Travis County Commissioners Courtroom on October 23, 2014 for a City Council meeting.

### BACKGROUND/SUMMARY OF REQUEST:

Facilities Management Department (FMD) received a request from Ms. Gloria Aguilera, City of Austin Office of Real Estate Services, to use the Commissioners Courtroom on October 23, 2014. On February 25, 2014, the Commissioners Court approved the use of the courtroom for City Council meetings from August 7, 2014 through October 16, 2014. Ms. Aguilera indicated that the renovated City Council Chambers may not be ready by Thursday, October 23<sup>rd</sup> and therefore they are requesting to hold this City Council meeting at the Travis County Commissioners Courtroom on this date. The Commissioners Courtroom is not reserved at this time for any other approved use.

### STAFF RECOMMENDATIONS:

Facilities Management Department recommends the Commissioners Court approve the requested use of the Commissioners Courtroom for the City of Austin Council meeting on October 23, 2014 and waiving of all fees.

### ISSUES AND OPPORTUNITIES:

This requested use of the Commissioners Court use is similar to the use previously approved for the City of Austin Council Meetings. The Commissioners Court approved waiving all fees for the previous Council meetings. FMD also recommends the same number of reserved parking spots be allocated for this meeting as were previously authorized for earlier City Council meetings. There are no additional facilities related costs associated with this use of the Commissioners Courtroom.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

None

**ATTACHMENTS/EXHIBITS:**

None

**REQUIRED AUTHORIZATIONS:**

None



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 7, 2014

**Prepared By/Phone Number:** Lori Clyde/44205

**Elected/Appointed Official/Dept. Head:** Cyd Grimes

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language: Approve Modification No. 14 to Contract No. 4400000915 (H.T.E. Contract No. PS990080TS), CAP Systems, Inc., for Enhancements to Case Management and Benefits Administration (CABA) System.**

- **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.

CABA was implemented in September 2000. Since then, multiple upgrades/modifications have followed, the most recent being the Version 2.0 upgrade in 2010 and enhancements to the Income Details screen in 2012 for the Emergency Assistance and Case Management modules.

The Health and Human Services CABA system utilizes a software application called Community Action Program Total Automated Information Network (CAPTAIN). CAPTAIN provides a single Client Data Base for all individual clients and family members served, to which all departments of the agency have access.

At this time ITS recommends approval of the upgrade to the existing CABA Housing Application to Version 2.0 to make it compatible with all of the other CABA applications.

➤ **Contract Modification Information:**

Modification Amount: \$7,500.00

Modification Type: Upgrade

Modification Period: Beginning October 7, 2014

➤ **Funding Information:**

SAP Funds Reservation #: 300000645

Funding Account(s):

Comments:



**TRAVIS COUNTY INFORMATION TECHNOLOGY SERVICES**

**Tanya Acevedo, Chief Information Officer**

700 Lavaca · Suite 501A · Austin, TX 78701 · (512) 854-9666 · Fax (512) 854-4401

**DATE:** August 26, 2014

**TO:** Cyd V. Grimes, C.P.M. – Travis County Purchasing Agent

**FROM:** Tanya Acevedo, CIO *TJA*

**SUBJ:** Recommendation for Approval of an Upgrade for the Case Management and Benefits Administration (CABA) Application

---

**Proposed Motion:**

To approve the purchase of an upgrade to the existing CABA Housing Application to the current version 2.0 platform.

**Summary & Staff Recommendation:**

The Health and Human Services Case Management and Benefits Administration (CABA) system utilizes a software application call Community Action Program Total Automated Information Network (CAPTAIN). CAPTAIN provides a single Client Data Base for all individual clients and family members served, to which all departments of the agency have access. This upgrade will bring the CABA Housing Application Module up from version 1.0 to 2.0, making it compatible with all other CABA applications.

**Issues and Opportunities:**

- 1) Improve Ease of Use for Users: The 2.0 framework simplifies the screens the users will access for data entry and retrieval.
- 2) Provide Consistency in Version Controls: Render equivalent versions across all CABA applications currently in production.
- 3) Enable Testing and Review: CABA Housing module needs to be reviewed and tested for use with SAP data, and this upgrade allows us to test on most current platform.

**Background:**

CABA was implemented September, 2000. Multiple upgrades/modifications have followed since then. The most recent being completion of the Version 2.0 upgrade in 2010 and enhancements to the Income Details screen in 2012 for the Emergency Assistance and Case Management modules.

**Budgetary and Fiscal Impact:**

The proposed total impact of the purchase is \$7,500 and is pre-encumbered under Funds Reservation number 300000645.



**Required Authorizations:**

LEGAL:	Daniel Bradford, County Attorney's Office
PURCHASING:	Bonnie Floyd, Lori Clyde, Purchasing Office
BUDGET:	Katie Gipson, Planning and Budget Office

CC: Sherri Fleming, County Executive for Health and Human Services  
Jim Lehrman, HHS  
Leroy Nellis, Acting County Executive for Planning and Budget  
Janice Brown, David Lampl, Molly Hodges, Randy Lott, Bruni Cruz, ITS

**MODIFICATION OF CONTRACT NUMBER: 4400000915 (PS990080TS) – Case Management and Benefits**

**Administration System**

**PAGE 1 OF 3 PAGES**

ISSUED BY: PURCHASING OFFICE 700 LAVACA, SUITE 800 AUSTIN, TX 78701	PURCHASING AGENT ASST: Lori Clyde TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: <b>September 18, 2014</b>
---	--	---

ISSUED TO: <b>CAP Systems, Inc. 16 Market St Suite 204 Ipswich Ma. 01938 Attn: Brian Cayer</b>	MODIFICATION NO.:  <b>14</b>	EXECUTED DATE OF ORIGINAL CONTRACT:  March 2, 1999
---	------------------------------------	--

ORIGINAL CONTRACT TERM DATES: August 27, 2002 – August 26, 2003      CURRENT CONTRACT TERM DATES: February 1, 2014 – January 31, 2015

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**

Original Contract Amount: \$ 334,204.00      Current Modified Amount \$ 718,279.00

**DESCRIPTION OF CHANGES:** Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

The above-numbered contract is modified to allow for the upgrade of CABA Housing Application Module from version 1.0 to 2.0.

The cost of this upgrade is \$7,500.00 and will not affect the annual maintenance fee.

**Note to Vendor:**

- Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.
- DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: _____	<input type="checkbox"/> DBA <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER
BY: _____ SIGNATURE	
BY: _____ PRINT NAME	DATE: _____
TITLE: _____ ITS DULY AUTHORIZED AGENT	

TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____ CYD V. GRIMES, CPPO, C.P.M., TRAVIS COUNTY PURCHASING AGENT	

TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	



16 Market Street, Suite 300  
Ipswich, MA 01938  
O (781) 341-5440  
F (781) 341-5441

August 8, 2014

Molly Hodges  
Travis County ITS  
700 Lavaca, Suite 510  
Austin, TX 78701  
512.854.3219

Dear Molly,

Enclosed please find my proposal to implement the CABA 1.0 Housing System to run under the current CABA 2.0 Production System.

Our proven system, born from long-term client relationships and CAP Systems team members with insider knowledge, through decades of experience within Human Service agencies, CAPTAIN will provide your agency with a solution that will meet your current and future needs with robust functionality. Our team leaders and staff understand the barriers and challenges you face in managing data and reporting responsibilities. We offer a robust solution on the company principles of personal service, customization and outstanding results at an affordable price.

Our base system can be customized with minimal software modifications to support every programs individual nuances and requirements.

I appreciate your time and attention to review my proposal and I look forward to working with you in achieving the expected project timeline of a fully operational system.

Sincerely,

**Pricing:**

Housing Software conversion from ACU 1.0 to ACU 2.0 would be 60 hours of programming at \$125 per hour.

Total \$7,500.00.



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 7, 2014

**Prepared By/Phone Number:** Lori Clyde/44205

**Elected/Appointed Official/Dept. Head:** Cyd Grimes

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language: Approve Modification No. 35 to Contract No. 4400000567 (H.T.E. Contract No. MA980095), Tiburon, Inc., for Agreement for Extended Services.**

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

ITS recommends approval of this modification for professional services from Tiburon to migrate the present environment to new Operating and Database Systems. The Tiburon environment is presently operating on Windows Server 2003 and SQL Server 2005. Both of these platforms are either at or near end of life, and need to be upgraded in the immediate future. Microsoft will discontinue extended support in July 2015 for Windows Server 2003 and April 2016 for SQL Server 2005.

The Tiburon production environment consists of nine applications, one software distribution server and one database server. A replicate environment also exists for training. Both environments will be subjected to this upgrade. Professional services are being sought by Tiburon to migrate/reinstall the applications and database onto the newer technology, Windows Server 2012 and SQL Server 2012. There will be no functional changes to the software during this migration.

The cost of this modification is a fixed fee of \$95,532.00 and will not impact the ongoing maintenance cost.

➤ **Contract Modification Information:**

Modification Amount: \$95,532.00

Modification Type: Professional Services to migrate to new operating and database systems.

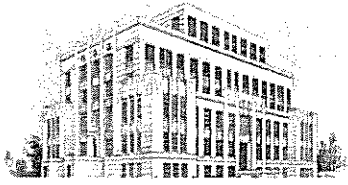
Modification Period: Beginning October 7, 2014

➤ **Funding Information:**

SAP Funds Reservation #: 300001110

Funding Account(s):

Comments:



Travis County Courthouse, Austin, Texas

**TRAVIS COUNTY INFORMATION TECHNOLOGY SERVICES**

**Tanya Acevedo, Chief Information Officer**

700 Lavaca, Suite 501A, Austin, TX 78701 (512) 854-9666 Fax (512) 854-4401

**DATE:** September 2, 2014

**TO:** Cyd V. Grimes, C.P.M., CPPO-Travis County Purchasing Agent

**FROM:** Tanya Acevedo, Chief Information Officer *TJA*

**SUBJ:** Recommendation to Approve Professional Services to migrate Tiburon Environment

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**Proposed Motion:**

To approve professional services by Tiburon to migrate Public Safety applications and database to Windows Server 2012 and SQL Server 2012.

**Summary and Staff Analysis:**

Information Technology Services requests professional services from Tiburon to migrate the present environment to new Operating and Database Systems. The Tiburon environment is presently operating on Windows Server 2003 and SQL Server 2005. Both of these platforms are either at or near end of life, and need to be upgraded in the immediate future. Microsoft will discontinue extended support in July 2015 for Windows Server 2003 and April 2016 for SQL Server 2005.

The Tiburon production environment consists of nine applications, one software distribution server and one database server. A replicate environment also exists for training. Both environments will be subjected to this upgrade. Professional services are being sought by Tiburon to migrate/reinstall the applications and database onto the newer technology, Windows Server 2012 and SQL Server 2012. There will be no functional changes to the software during this migration.

**Budgetary and Fiscal Impact:**

The fiscal impact of these services is a fixed fee of \$95,532.00. Funding is through the IJS Reserve and was approved by Commissioners Court in March 2014. The funding is included in the following line item: FR 300001110.

**Issues and Opportunities:**

1. **Integration** – Upgrading the environment will support integration with the new TechShare.Prosecutor System as well as additional integrations to the Tiburon environment in the future.
2. **Discontinuation of Extended Support** – Microsoft will discontinue extended support on both the Operating System and Database within the next 19 months.

**Background:**

The Tiburon environment serves the County's Public Safety and Justice Community. The Tiburon products were originally installed in 1999 which formed the Integrated Justice System. In 2008, the Public Safety applications were upgraded to Tiburon's Version 7.

**Required Authorizations:**

Purchasing: Bonnie Floyd, Lori Clyde, Purchasing Department

Legal: Daniel Bradford, County Attorney's Office

Budget: Katie Gibson, PBO

cc:

Janice Brown, Randy Lott, Bruni Cruz, ITS



**MODIFICATION OF CONTRACT NUMBER: 440000567 (MA980095) Agreement for Extended Services** **PAGE 1 OF 6 PAGES**

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Lori Clyde TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: <b>September 23, 2014</b>
---	--	---

ISSUED TO: <b>Tiburon, Inc.</b> <b>6200 Stoneridge Mall Road, Suite 400</b> <b>Pleasanton, CA 94588</b> <b>(512) 345-8613 (v) (512) 345-8615 (f)</b>	MODIFICATION NO.:  <b>35</b>	EXECUTED DATE OF ORIGINAL CONTRACT:  October 14, 1997
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ORIGINAL CONTRACT TERM DATES: October 14, 1997-October 15, 1998      CURRENT CONTRACT TERM DATES: September 17, 2014-September 16, 2015

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**

Original Contract Amount: \$ \$447,380 (annually)      Current Modified Amount \$ 641,292.00

**DESCRIPTION OF CHANGES:** Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

The Agreement is hereby modified per the attached Enhancement Proposal (EP) – 3534: Move Client Systems to New Servers with Certification Plan for Support Applications.

Total cost of modification is \$95,532 and will not affect the Annual Maintenance Fee.

**Note to Vendor:**

- Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.
- DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: _____  BY: _____ SIGNATURE  BY: _____ PRINT NAME  TITLE: _____ ITS DULY AUTHORIZED AGENT	<input type="checkbox"/> DBA <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER  DATE: _____
--	---

TRAVIS COUNTY, TEXAS  BY: _____ CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: _____
--	-------------

TRAVIS COUNTY, TEXAS  BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE: _____
--	-------------

July 9, 2014

Ms. Janice Brown  
Travis County  
PO Box 1748  
Austin, TX 78767

Subject: Enhancement Proposal (EP) – 3534: Move Client Systems to New Servers with Certification Plan for Supported Applications

Reference: Agreement for Extended Service between Travis County and Tiburon, Inc.

Dear Ms. Brown:

Tiburon, Inc. is pleased to present Travis County (hereinafter, “Client”) with this Enhancement Proposal to move Client Systems to New Servers with Certification Plan for Supported Applications (hereinafter, referred to as the “Proposal”).

#### Scope Description and Responsibilities

The attached Exhibit 1, Statement of Work (“SOW”) describes the project tasks, responsibilities of each party and defined completion criteria.

#### Price Description

- 1) Firm fixed price: \$95,532
- 2) The Tiburon Annual Maintenance Fee will not increase as a result of this Proposal.
- 3) This Proposal does not include:
  - Warranty
  - Documentation
  - Hardware or third party products or services
  - Travel and on-site time
- 4) Client shall be responsible for any taxes levied by a government agency, if any.
- 5) Upon completion, the application feature(s) agreed to in this Proposal will be considered a customized feature exclusive to the Client’s system. This feature will not be included in any future upgrades, unless specifically contracted as an additional add-on feature.

#### Effective Date and Payment Schedule

- 1) The work described herein will be scheduled to commence at a mutually agreeable date after Client’s acceptance of this Proposal.
- 2) Payment Schedule:

- 25% Upon Client's receipt of written notification that staging servers have been validated by System Support Group with respect to standard Tiburon setup and upon completion of the implementation meeting.
- 50% Upon Client's receipt of written notification that the system is ready for testing in the test system.
- 25% Upon Client's notification to Tiburon that the system has been in production for 10 business days without any priority 1 service interruptions.

Note: This Proposal may be cancelled at Tiburon's discretion upon written notice to Client if the first payment milestone is not paid when due, unless Client has notified Tiburon of the reasons for withholding completion sign-off as provided in the Completion Criteria section below.

- 3) Execution by both parties of the Travis County Purchasing Office Modification Form to which this Proposal is attached authorizes Tiburon to proceed with the work described herein and confirms funding will be obligated. Any requisite contractual documents required by Client's purchasing procedures are the responsibility of the Client.
- 4) The terms and conditions of the above referenced Agreement, supplemented and modified by this Proposal, prevail regardless of any conflicting or additional terms and conditions on any Purchase Order or other correspondence.
- 5) This fixed price Proposal is valid through October 7, 2014.

## **Exhibit 1 Statement of Work**

### Scope Description

Remotely, Tiburon will provide the following in the Client's 7.51 environment for the listed systems;

No software configurations will be altered in any way. Travis County Staff will aid in staging, testing, and eventual swapping of IP addresses towards final placement within their network (Training and Production).

All efforts will be proven in the Training environment before Production is considered for same effort. All interfaces will be included (as-is) with appropriate Run-Time systems – the exception being the TiburonCONNECT API which will be treated separately.

#### Prerequisites:

All staging of servers will be validated by SSG with respect to standard Tiburon setup. The new SQL Server 2012 database will be blessed by DBAs along with migrated data.

Run-Time Systems (8 systems (6 Run-Times) on 6 servers)

(RMS/CMS)

(IDB)

(CPS/CPS)

(APS)

(PIMS-CA)

(PIMS-DA)

1. Copy Tiburon System software to new server
2. Install new Scheduler with proper 64-bit memory mapping
3. Install/Register Authentication and other services
4. Create all likely existing shortcuts and menu items
5. Test locally 1 by 1 towards eventual entire infrastructure

#### Distribution Server:

1. Copy Tiburon System software distribution (including Navigator) to new server
2. Create existing OS Shares
3. Unit Test

#### Web Server:

1. Copy Tiburon Web software to the new server
2. Setup Server 2008 IIS with appropriate default apps and settings
3. Install all Web sites for associated systems (8)
4. Unit Test

**TIPS:**

1. Build server/load OS/Load all updates (client)
2. Provide access to server (client)
3. Copy apps and snap shot of data to new server
4. Install apps and register dll's
5. Test all apps locally from server

The following steps will be followed at cutover for TIPS:

6. Recopy user data and photos (Tiburon)
7. Take old server offline (client)
8. Rename and renumber IP to old server name and IP (client)
9. Restart new server and bring online (client)
10. Test and go live (client and Tiburon)

**PropRoom**

The steps to move PropRoom to a new server are as follows:

1. Build server/load OS/Load all updates (client)
2. Provide access to server (client)
3. Copy apps to new server (Tiburon)
4. Install apps and register dll's (Tiburon)
5. Move all Windows printers (barcode printers) to new server and test (client)
6. Test all apps locally from server (client and Tiburon)

The following steps will be followed at cutover for PropRoom:

7. Take old server offline (client)
8. Rename and renumber IP to old server name and IP (client)
9. Restart new server and bring online (client)
10. Test and go live (client and Tiburon)

**Application Testing Support:**

Respond to issues raised by Travis County when testing the new environment. Issues must be shown by Travis not to exist in the current production environment. Any such issues, will be considered maintenance items and addressed as part of system maintenance outside of the server migration efforts.

Provide remote support to engineering and Travis County testing efforts. Support should be limited to reviewing and answering configuration questions for browser setup.

The Tiburon Interface team will recompile the interface applications to run under WS2012 and install/configure on new servers.

Server/Instance readiness and preparation, planning, backup and restore operations, cutover support for TRN and PRD databases for all listed applications.

Tiburon's Internal IT staff will check the hardware, record the necessary details and verify the Client staging and OS installations are complete and ready for Tiburon Applications.

Tiburon believes this approach results with the least risk of problems or down time. No user short cuts need to be changed. No configuration files need to be changed at the last second to reflect the new addresses. No risk of missing an entry in an obscure config file. In the event of a failure in the cutover process, the recovery back to the original servers is easier.

#### Tiburon Responsibilities

- 1) Modify the application per the Scope Description.
- 2) Install the modified code in Client's test environment.
- 3) Upon Client's testing, correct any discrepancies in operation based on the Scope Description.
- 4) Install the modified code in Client's production environment.

#### Client Responsibilities

- 1) Designate a person to be the principal point of contact for all technical questions and administrative arrangements relating to this Proposal.
- 2) Provide VPN access to Tiburon.
- 3) Install and configure Windows 2012 and SQL 2012 as needed
- 4) As required, coordinate the participation of non-Tiburon provided third parties and outside agencies.
- 5) Test the code for conformance with the Scope Description within ten (10) business days from receipt of Tiburon's notification the code is ready for testing.

#### Completion Criteria

This work will be considered complete in two phases. Phase 1 will be considered complete after Tiburon has provided the Client with written notification that the enhancement is ready for testing in the test system. Phase 2 will be considered complete when the enhancement has been placed into production and for a period of 10 business days without any priority 1 service interruptions. If Client does not confirm completion of Phase 2 with a sign off letter presented by the Tiburon project manager within ten (10) business days of submittal of such letter, or otherwise notifies Tiburon in writing why completion sign-off has not been provided, any final invoice(s) will be issued and will be payable in accordance with the payment terms of this Proposal.



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 7, 2014

**Prepared By/Phone Number:** Richard Villareal/512-854-4881, Marvin Brice, CPPB/512-854-9765, Purchasing

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

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language:** Approve contract for University Savings Building (USB) HVAC System Replacement, IFB No. B1407-003-RV, to the low bidder, Harkins Company.

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

This contract will require the Contractor to provide all labor and materials necessary for the installation of the USB HVAC System Replacement.

IFB No. B1407-003-RV was issued through BidSync on August 13, 2014. After a total of forty-eight (48) vendors were solicited, three (3) bids were received (one electronic response and two paper bids) in response to the solicitation when subject IFB opened on September 17, 2014, at 2:00 p.m.

The apparent low bidder is Harkins Company, with a base bid of \$125,689.00. Facilities Management Department (FMD) recommends contract award to Harkins Company for the base bid amount of \$125,689.00. FMD has deemed that the price is fair and reasonable.

- **Contract-Related Information:**

Award Amount: \$125,689.00

Contract Type: Construction

Contract Period: 90 Calendar Days after issuance of Notice to Proceed

➤ **Solicitation-Related Information:**

Solicitations Sent: 48

Responses Received: 3

HUB Information: Vendor is  
not a HUB

% HUB Subcontractor: 9.3%

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

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

Comments:

➤ **Funding Information:**

SAP Shopping Cart #:

Funding Account(s): Funds Reservation number is 300001214

Comments:



# FACILITIES MANAGEMENT DEPARTMENT

Roger A. El Khoury, M.S., P.E., Director



1010 Lavaca Street, Suite 400 • P.O. Box 1748, Austin, Texas 78767 • Phone: (512) 854-9661 • Fax: (512) 854-9226

*Rish*  
*9-25-14*  
*YMB*

## MEMORANDUM

**FMD Project:** USB-24-13R-3R  
**FILE:** 703

**TO:** Cyd V. Grimes, CPM, CPPO, Purchasing Agent

**FROM:** Roger A. El Khoury, M.S., P.E., Director

**DATE:** September 23, 2014

**SUBJECT:** University Savings Building (USB) HVAC System Replacement  
IFB No. B1407-003-RV  
Award Recommendation

A large, stylized handwritten signature in blue ink that reads "Roger A. El Khoury".

Facilities Management Department (FMD) recommends award of the University Savings Building HVAC System Replacement in the amount of \$125,689.00 to the apparent low bidder, Harkins Company.

FMD has reviewed the bid tabulation and determined that the responsive low bid is fair and reasonable. FMD is recommending award of the bid. The construction schedule is 90 calendar days after issuance of notice to proceed. The project funds are in cost center - 1148000001, G/L account - 520040 and encumbered under funds reservation number 300001214.

In accordance with the procedure to secure approval for this contract award, this request is being forwarded along with the supporting documents for approval by the Commissioners Court on October 7, 2014. If approved, please issue a fully executed contract to Harkins Company. Please direct any questions on this request to AJ Jalifi at 44788.

**ATTACHMENT:**  
Bid Tabulation Form

### COPY TO:

Leroy Nellis, Acting County Executive, PBO  
John Carr, Administrative Director, FMD  
Amy Draper, CPA, Financial Manager, FMD  
Marvin Brice, CPPB, Assistant Purchasing Agent, TCPO  
Richard Villareal, CPPO, CPPB, Purchasing Agent Assistant, TCPO

RECEIVED  
TRAVIS COUNTY  
2014 SEP 24 PM 1:42  
PURCHASING  
OFFICE

**TRAVIS COUNTY PURCHASING  
CONSTRUCTION CONTRACTS  
BID TABULATION FORM**

**BID NO.:** B1407-003-RV      **BID DATE:** September 17, 2014      **BIDS SOLICITED:** 48

**DESCRIPTION:** University Savings Building (USB) HVAC System Replacement      **OPEN TIME:** 2:00 p.m. CST      **BIDS RECEIVED:** 3

**DEPARTMENT:** Travis County Facilities Management Department      **BIDS EXPIRE:** December 16, 2014      **HUBS SOLICITED:** 12

**CONTACT/NO.:** AJ Jallifi/512-854-4788      **HUBS RECEIVED:** 1

	Bidder's Name	Base Bid	Bond	Add.	Eth.	Cert. Sec.	Safety	HUB Information	
								HUB	%
1	Hankins Company	\$125,689.00	X	X	X	X	X	No	9.3%
2	Thermal Mechanical Contractors, Inc.	\$126,653.00	X	X	X	X	X	No	0.0%
3	Hot Rod Mechanical, Inc.	\$159,726.00	X	X	X	X	X	Yes	2.1%
4									
5									
6									
7									
8									
9									
10									

Reviewed and Acknowledged By:

	DATE
SIGNATURE	9/17/2014
Richard Villareal	PRINT NAME



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 7, 2014

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

**Elected/Appointed Official/Dept. Head:** Cyd Grimes

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language: Approve Modification No. 3 to Interlocal Agreement No. 44000001018, Austin Travis County Integral Care for Child Therapist Supervisor Services.**

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

Travis County Health and Human Services & Veteran Services is requesting the renewal of the Interlocal Agreement between Travis County and Austin Travis County Integral Care (ATCIC) for the Child Therapist Supervision position. Under the agreement, ATCIC works with children whose parents are involved with the Travis County Family Drug Treatment Court. The grant funds for this agreement are through The Children's Continuum Grant.

This Modification No. 3 will renew the agreement for an additional twelve month period from October 1, 2014 to September 30, 2015. The renewal term shall not exceed \$78,214.00.

Modification No. 2 was a request of the Court to renew this agreement after the expiration of the Initial contract term to allow Travis County Health and Human Service and Veterans Service staff to finalize the Statement of Work for the FY2014 contract term.

Modification No. 1 renewed the agreement for an additional twelve month period from October 1, 2012 through September 30, 2013, with a not exceed amount of \$65,845.

- **Contract Expenditures:** Within the last 12 months \$95,830.00 has been spent against this contract/requirement.

➤ **Contract-Related Information:**

Award Amount: \$69,070.00  
Contract Type: Interlocal Agreement  
Contract Period: October 1, 2011 – September 30, 2012

➤ **Contract Modification Information:**

Modification Amount: \$78,214.00  
Modification Type: Bilateral  
Modification Period: October 1, 2014 – September 30, 2015

➤ **Funding Information:**

- SAP Shopping Cart #:
- Funding Account(s): 518120 Grant No. 800190, I/O No. 100081
- Comments:



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

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

**DATE:** August 20, 2014

**TO:** Cyd Grimes, Travis County Purchasing Agent, CPM, CPPO

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

**SUBJECT:** Renewal of interlocal cooperation agreement to fund a Child  
Therapist position at Austin Travis County Integral Care  
(4400001018)

**Proposed Motion:**

Consider and take appropriate action to approve renewing an interlocal cooperation agreement to fund a Child Therapist position at Austin Travis County Integral Care using The Children's Continuum grant funds.

**Summary and Staff Recommendations:**

Travis County received a \$550,000 grant, known as The Children's Continuum, from the U.S. Department of Justice to enhance the operation of the Travis County Family Drug Treatment Court (TCFDTC). It was established in the fall of 2007 as a specialized court managed by the 126<sup>th</sup> District Court. The continuing aim is to provide judicial oversight for parents with substance dependency issues who are involved in the child welfare system. TCFDTC oversees a program that provides coordinated treatment and support for these parents and their children in collaboration with various community partners.

Although all children involved with the TCFDTC receive monitoring by a child welfare case worker and Court Appointed Special Advocate, these children, unlike their parents,

were not provided with a consistent assessment nor were they connected to an easy to navigate continuum of services. The result had been an inconsistent level of intervention and support for these children as well as an inability to provide targeted services to enhance the parent/child bond. The Children's Continuum grant has allowed early identification of a child's needs and immediate intervention and monitoring. A portion of the grant is used to fully fund a Child Therapist position at Austin Travis County Integral Care to provide assessments and develop individualized service plans that support the goals of increased emotional, developmental and social-emotional well-being of the children. The therapist is also providing services to the parent to improve the parent's capacity to safely care for their child(ren) and enhance the parent/child relationship.

TCHHSVS staff recommends approving this renewal.

**Budgetary and Fiscal Impact:**

The grant provides \$550,000 for three years and requires a cash and in-kind match totaling \$183,333. Travis County is currently in year three of the grant but has received approval for a no cost extension to use \$137,309 of unspent funds in FY'15. The Child Therapist interlocal is for \$78,214.

**Issues and Opportunities:**

The Children's Continuum grant will enhance the well-being of children whose parents are involved with TCFDTC as well as improve the ability of those parents to care for their children.

**Background:**

The purpose of the Family Drug Court Programs run by the Office of Juvenile Justice and Delinquency Prevention in the U.S. Department of Justice is to build the capacity of states, state and local courts, units of local government, and federally recognized Indian tribal governments to either implement new drug courts or enhance existing drug courts for substance-dependent adults involved with the court as a result of child abuse and neglect issues.

Cc: Nicki Riley, Travis County Auditor  
Janice Cohoon, Financial Analyst, Travis County Auditor's Office  
Mary Etta Gerhardt, Assistant County Attorney  
Leroy Nellis, Acting County Executive, Planning and Budget Office  
Aerin Pfaffenberger, Analyst, Planning and Budget Office  
Shannon Pleasant, Purchasing Agent Assistant, Travis County Purchasing Office

**MODIFICATION OF CONTRACT NUMBER: 4400001018 – Child Therapist Supervisor**

ISSUED BY:  
Travis County Purchasing Office  
P.O. Box 1748  
Austin, Texas 78767

PURCHASING AGENT ASST: **Shannon Pleasant**  
TEL. NO: (512) 854-1181  
FAX NO: (512) 854-9185

DATE PREPARED:  
  
August 18, 2014

ISSUED TO:  
Austin Travis County Integral Care  
1430 Collier St.  
Austin, TX 78704

MODIFICATION NO.:  
  
3

EXECUTED DATE OF ORIGINAL CONTRACT:  
  
October 1, 2011

ORIGINAL CONTRACT TERM DATES: October 1, 2011 – September 30, 2012 CURRENT CONTRACT TERM DATES: October 1, 2014 – September 30, 2015

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**

Original Contract Amount: \$69,070

Current Modified Amount \$78,214

**DESCRIPTION OF CHANGES:** The above-referenced contract is hereby modified to reflect the following changes, as well as those more completely set forth in the attachment:

1. The parties agree to renew the agreement for an additional twelve month period from October 1, 2014 through September 30, 2015.
2. The not to exceed amount for this renewal period is \$78,214.

Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

**Note to Vendor/City:**

[X] Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.

[ ] DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: AUSTIN TRAVIS COUNTY INTEGRAL CARE

- DBA
- CORPORATION
- OTHER

BY: [Signature]  
SIGNATURE

BY: David Evans  
PRINT NAME

TITLE: CEO  
ITS DULY AUTHORIZED AGENT

DATE:  
9.22.14

TRAVIS COUNTY, TEXAS

BY: [Signature]  
CYD V. GRIMES, C.P.M., CPPO, TRAVIS COUNTY PURCHASING AGENT

DATE:

TRAVIS COUNTY, TEXAS

BY: \_\_\_\_\_  
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

DATE:

**2015 RENEWAL AND AMENDMENT OF INTERLOCAL COOPERATION AGREEMENT**  
**BETWEEN TRAVIS COUNTY AND**  
**AUSTIN-TRAVIS COUNTY MENTAL HEALTH AND MENTAL RETARDATION CENTER**  
**DOING BUSINESS AS AUSTIN TRAVIS COUNTY INTEGRAL CARE**  
**(OJJDP Grant)**

This 2015 Renewal and Amendment ("Amendment/ 2015 Renewal") of Interlocal Cooperation Agreement is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County") and Austin-Travis County Mental Health and Mental Retardation Center, d.b.a. Austin Travis County Integral Care ("Center"), the Mental Health and Mental Retardation Authority designated by the State of Texas for Travis County and the incorporated municipalities therein pursuant to Texas Health and Safety Code, Chapters 531 and 534, and other applicable statutes.

**RECITALS**

County and Center (collectively referred to herein as the "Parties") entered into an agreement to provide mental health, mental retardation and substance abuse services for indigent citizens and other eligible clients ("Agreement") the Initial Term of which began October 1, 2011, and terminated September 30, 2012 ("Initial Agreement Term"); and

Under the Agreement, Center agreed to provide personal and professional services for the care of indigents and other qualified recipients and for public health education and information related to mental health, mental retardation and substance abuse services in accordance with the terms of the Agreement, thus providing services which further a public purpose; and

The Agreement provided for renewal and amendment of the Agreement by the written agreement of the Parties; and

The Parties, by written agreement(s), renewed and amended the Agreement for the period which began on October, 2012, and terminated on September 30, 2013.

The Parties, by written agreement(s), renewed and amended the Agreement for the period which began on October, 2013, and terminates on September 30, 2014; and

Where goods or services are funded from federal, state or local grants ("Grant"), Center will, according to the terms of the Grant, provide goods and services necessary to achieve the Grant's purpose in accordance with Grant terms.

County and Center desire to renew the Agreement for an additional one-year term ("2015 Renewal Term") and to amend the Agreement to reflect certain mutually agreed upon changes in the Agreement applicable to the 2015 Renewal Term.

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

**1.0. INTERLOCAL TERMS.**

**1.1 2015 Renewal Term.** The Parties acknowledge and agree that the Agreement is hereby renewed for an additional one-year term beginning October 1, 2014, and terminating September 30, 2015 ("2015 Renewal Term"), and agree to make certain changes applicable to that 2015 Renewal Term in this Amendment/ 2015 Renewal.

**1.2 2015 Grant Renewal Term.** The Parties agree that the changes made in this Amendment/ 2015 Renewal related to the 2015 Grant for the Department of Justice Office of Juvenile Justice and



Delinquency Prevention ("OJJDP") will be applicable as follows: that time period beginning October 1, 2014, and terminating September 30, 2015 ("2015 Grant Renewal Term").

**1.3 OJJDP Grant.** The Parties agree that funding for the 2015 Renewal Term includes funds from the OJJDP Grant received by County (the "OJJDP Grant Funds"). The Parties agree that the terms of the OJJDP Grant have been previously provided to Center and that the applicable terms of the OJJDP Grant are included in this Amendment/2015 Renewal by reference. County will make available to Center a copy of the OJJDP Grant upon request, and will provide Center with copies of any applicable amendments or changes to the OJJDP Grant.

## **2.0 MAXIMUM AMOUNTS.**

**2.1 2015 Renewal Term Maximum Amounts.** The Parties agree to amend the maximum amounts applicable to the 2015 Renewal Term (Section 13.1.1) and the 2015 Grant Renewal Term, as applicable, to reflect amounts not to exceed the following for the 2015 Renewal Term:

**\$ 78,214.00**

## **3.0 ENTIRE AGREEMENT**

**3.1 2015 Attachments.** The Parties agree to amend Section 4.2, "Attachments," by adding the following:

### **4.2-2015 . 2015 Attachments**

- 4.2.1 Attachment A Work Statement and Budget
  - (i) Statement of Work
  - (ii) FY '15 Program Budget Detail – The Children's Continuum
- 4.2.2 Attachment B Financial Forms
  - (i) Compliance Certification Form
  - (ii) Payment Request Form
  - (iii) Expenditure Report Form
  - (iv) Budget Revisions Request Form
  - (v) Out of Town Travel Form
- 4.2.3 Attachment C Insurance Requirements
- 4.2.4 Attachment D Ethics Affidavit
- 4.2.5 Attachment E Grant Assurances and Acknowledgements
  - (i) Standard Assurances
  - (ii) Assurances – Non-Construction Programs
  - (iii) Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements
  - (iv) Disclosure of Lobbying Activities

**3.2 Promised Performance.** The attachments enumerated and denominated above are attached to this Amendment/2015 Renewal as **Exhibit 1** and are hereby made a part of the Agreement, as amended, and constitute promised performances by Center in accordance with all terms of the Agreement.

**3.3 Previous Attachments.** The Parties agree that previous attachments, in whole or in part, not specifically changed by this Amendment/2015 Renewal will remain in full force and effect.

## **4.0 CENTER PERFORMANCE**

**4.1 Grant Terms.** The Parties agree that all terms and conditions relevant to OJJDP Grant requirements as included in this Agreement by this Amendment/2015 Renewal, either specifically or by

reference, or by previous Agreement terms not specifically changed by this Amendment/2015 Renewal remain in full force and effect. County will provide Center with copies of any changes in the OJJDP Grant applicable to Center's performance under this Amendment/2015 Renewal and the Agreement, as amended, upon receipt of such changes.

## **5.0 FINANCIAL PROVISIONS**

**5.1 2015 Renewal Term Maximum Funds.** The Parties agree to amend Section 13.1.1, "Maximum Amount," by adding the following as to 2015 Renewal Term not-to-exceed amounts:

13.1.1 - 2015 Renewal Term Maximum Funds. Subject to the terms and conditions of this Agreement, as amended (see Section 2.1 above) the Parties agree to Maximum Funds as to the 2015 Renewal Term in the following amounts:

**\$ 78,214.00**

**5.2 Grant Funds Limitations.** The Parties agree that, should Grant Funds from any individual source identified in this Amendment/2015 Renewal be withdrawn, decreased, or otherwise not provided to County, the County's not-to-exceed amount in this Section 5.0 shall be reduced accordingly. County shall advise Center of any decrease in OJJDP Grant Funds immediately upon receipt of notice from the Grant source, and shall not be responsible for payment of any expenses incurred for Grant activities provided by Center after such notice. Funds from any Grant funding source are available only during the term of that Grant, according to the terms of the Grant.

**5.3 Fiscal Year Limitations. - 2015 Renewal Term.** The total costs of this Agreement will in no event exceed or be interpreted to obligate the County beyond the amount included in the County's budget and designated for this purpose in any Fiscal Year/budget period unless or until an increase in the County budget is approved by the Commissioners Court and the appropriate Amendment to this Agreement is executed. Contractor expressly agrees that County funding obligations can ONLY be incurred for the portion of any Agreement Term corresponding to a time period included in the approved budget for any one Fiscal Year.

**5.4 Adjustments.** The Parties agree that, at the discretion of the Department, and with the approval of the County Auditor, Center can invoice for expenditures incurred in prior Agreement Terms or reduce an invoice in the 2015 Renewal Term if that adjustment is made to account for any overpayments made in prior Agreement Terms. Center will note on the invoice involving any adjustment under this Section 5.4 a description of the reason for the adjustment and request approval by Department and the County Auditor.

## **6.0 INCORPORATION**

**6.1** County and Center hereby incorporate the Agreement, as amended, into this Amendment/2015 Renewal. Except for the changes made in this Amendment/2015 Renewal, County and Center hereby agree to all the terms and conditions of the Agreement as amended. The Agreement, as amended, with the changes made in this Amendment/2015 Renewal constitutes the entire agreement between the Parties with respect to the subject matter contained herein, and supersedes any prior undertaking or written or oral agreements or representations between the Parties.

## **7.0 EFFECTIVE DATE**

**7.1** This Amendment/2015 Renewal is effective October 1, 2014, when it is approved and signed by both Parties. This Agreement, as amended, shall remain in effect until further modified or terminated in writing by the Parties, or until the termination date.

**EXHIBIT 1**  
**AMENDED ATTACHMENTS**

- 4.2.1 Attachment A Work Statement and Budget
  - (i) Statement of Work
  - (ii) FY '15 Program Budget Detail – The Children's Continuum
- 4.2.2 Attachment B Financial Forms
  - (i) Compliance Certification Form
  - (ii) Payment Request Form
  - (iii) Expenditure Report Form
  - (iv) Budget Revisions Request Form
  - (v) Out of Town Travel Form
- 4.2.3 Attachment C Insurance Requirements
- 4.2.4 Attachment D Ethics Affidavit
- 4.2.5 Attachment E Grant Assurances and Acknowledgements
  - (i) Standard Assurances
  - (ii) Assurances – Non-Construction Programs
  - (iii) Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements
  - (iv) Disclosure of Lobbying Activities

## **ATTACHMENT A** **STATEMENT OF WORK**

### **CONTRACTOR DESCRIPTION**

Austin Travis County Integral Care (ATCIC) provides community-based behavioral health and developmental disabilities services in Travis County, serving more than 22,000 individuals and families annually, by offering a comprehensive system of services and programs year-round.

Individuals receiving services at ATCIC are often in dire need of care and have a single or combined diagnosis of developmental disabilities, persistent mental illnesses, and substance use issues. ATCIC programs are administered through the following service areas:

- Adult Behavioral Health
- Child and Family
- Intellectual and Developmental Disabilities
- Psychiatric Crisis Services and Jail Diversion

Services include mental health assessments, psychiatric evaluations, 24-hour crisis interventions, medication treatment, inpatient treatment, supportive employment and vocational services, service coordination, care coordination, case management, family support and respite care, housing, information and referral, supported living and residential services. ATCIC also provides community services in consumer's place of residence, schools, or within the community, as most appropriate for delivery of services.

### **CONTRACTOR SERVICES**

ATCIC will provide infant, child and youth mental health therapeutic services to children 0 –17years of age whose parents are enrolled in the Travis County Family Drug Treatment Court (FDTC) Program by employing one 1.0 FTE child therapist who meets the minimum qualifications set forth below in this Attachment A (Child Therapist).

### **CHILD THERAPEUTIC SERVICES**

The Child Therapist will work closely with participating caregiver (parent or legally authorized representative) to establish and work toward goals that increase the developmental and social-emotional well-being of the child while in the County's OJJDP *Children's Continuum* program (each, an "Enrolled Child/Youth" and, collectively, "Enrolled Children/Youth").

Specific duties of the Child Therapist include:

- ✦ Screen Enrolled Children/Youth, selecting the screening/assessment tool that best fits the functioning of the particular Enrolled Child/Youth. The Child Therapist will use either the *Ages and Stages Questionnaire (ASQ)*, or the Child and Adolescent Needs and Strengths – MH (MH-CANS) assessment tool;
- ✦ Maintain a caseload of 10-15 families to provide therapeutic services and/or connect to specialized service providers to improve the parent/child attachment and overall functioning of the Enrolled Child/Youth;
- ✦ Provide mental health therapeutic services to Enrolled Children/Youth for 4 to 12 months with closure occurring when the goals have been met and/or the Enrolled Child/Youth has been successfully transitioned to longer term services and or community-based services;
- ✦ When therapeutically indicated, provide direct services to the Enrolled Child/Youth utilizing evidenced based practices including filial therapy and child/parent psychotherapy
- ✦ Engage both the Enrolled Child/Youth and his/her caregiver (parent or kin) in assessing the social-emotional needs of the Enrolled Child/Youth to plan for the developmental activities and therapeutic interventions;
- ✦ Develop an individualized treatment plan of care (Plan) for each Enrolled Child/Youth that may include mental health assessment, advocacy, care coordination/case management, parent training, crisis intervention, counseling, therapy and skills training;
- ✦ Make referrals and collateral contacts to community agencies to address the educational, social/recreational, any additional behavioral healthcare services and supports, including medical/dental care of the Enrolled Child/Youth;
- ✦ Appear in court to provide testimony to the court on progress made by the Enrolled Child/Youth and/or parent while participating in the Travis County OJJDP *Children's Continuum*;
- ✦ Conduct an average of four (4) assessments per month and monitor an average of 35 Plans per Agreement year;
- ✦ Coordinate with providers on the ATCIC Provider Network to provide non-traditional therapeutic services and supports, which could include art/music therapy, recreational therapy, behavioral aide, pro-social groups, individual/family mentoring, respite care, and equine therapy, on an as needed basis;

- ↓ Be responsible for documenting the service encounters while providing the therapeutic services;
- ↓ Preparing and providing the monthly reports necessary for adhering to the requirements of the OJJDP Grant based on the Child Therapist's role in the Grant; and
- ↓ Assist in the coordination of team meetings involving the Enrolled Child/Youth and/or family members in addressing the developmental and social-emotional well-being needs of the Enrolled Child/Youth.

### **Minimum Qualifications of the Child Therapist**

- ❖ Master's Degree in Social Work or related field;
- ❖ Licensed Practitioner of the Healing Arts (LPHA), either as a Licensed Professional Counselor (LPC), Licensed Masters Social Worker (LMSW), or Licensed Clinical Social Worker (LCSW).
- ❖ Extensive knowledge of the stages of child development including social and emotional well-being; child welfare and child protective services systems;
- ❖ Minimum of three (3) years providing children's mental health services, infant mental health services, or other direct services addressing the developmental and social-emotional needs of children;
- ❖ Demonstrate flexibility with work schedule and willingness to work evening hours and/or weekends; and
- ❖ Ability to demonstrate cultural and/or linguistic competency with children and their families with diverse backgrounds, with Bilingual capabilities (Spanish and English) strongly preferred.

### **WORKPLAN**

The services provided under this Agreement shall be provided during the 2015 Renewal Term which begins October 1, 2014 and terminates September 30, 2015.

### **INVOICES**

ATCIC will invoice County monthly (pursuant to Agreement terms) for those months in which services are provided. See Attachment B for invoice forms to be used when submitting the monthly request for payment. Documentation to be included with the

request for payment should include payroll registers, copies of checks or pay statements and an activity log or other documentation mutually agreed upon with the County.

ATCIC will also provide monthly reports showing the time allocated to the activities listed above by the Child Therapist.

The table is a large grid with approximately 10 columns and 30 rows. It is currently empty, serving as a template for the monthly reports mentioned in the text above. The columns are not labeled, but they likely represent different activity categories and time-related data points.

**FY'15 PROGRAM BUDGET DETAIL - THE CHILDREN'S CONTINUUM  
 Child Therapist**

Agency: Austin-Travis County Mental Health and Mental Retardation Center d.b.a. Austin-Travis County Integral Care

	Requested CITY OF AUSTIN Amount	Requested TRAVIS COUNTY Amount	Balance - Amounts Funded by All OTHER Sources	TOTAL Budget (ALL funding sources)
<b>PERSONNEL</b>				
Salaries		\$61,315.00		\$61,315.00
FICA		4,724.00		4,724.00
Health Insurance		7,365.00		7,365.00
Dental Insurance		307.00		307.00
EAP Costs		39.00		39.00
Insurance - Other		169.00		169.00
State Unemployment		433.00		433.00
Workers Comp.		169.00		169.00
Retirement		2,779.00		2,779.00
Cell Phone		420.00		420.00
<b>A. TOTAL PERSONNEL</b>	<b>\$0.00</b>	<b>\$77,720.00</b>	<b>\$0.00</b>	<b>\$77,720.00</b>
<b>OPERATING EXPENSES</b>				
General Operating Expenses (Facility costs, hardware/software maintenance, phone line, air card, internet connection, liability insurance)				0.00
Occupancy Expenses (including rent, utilities, building maintenance, etc.)				0.00
Postage				0.00
Telephone				0.00
Staff Travel		494.00		494.00
Printing/Duplication				0.00
Office Supplies and Related Costs (in support of agency operations)				0.00
Audit/Accounting				0.00
Consultants/Contractual (complete Subcontracted Expenses form)				0.00
Subscriptions/Memberships				0.00
Conferences/Seminars				0.00
Insurance/Bonding				0.00
Equipment				0.00
Supplies				0.00
Other (specify)				0.00
<b>B. TOTAL OPERATING EXPENSES</b>	<b>\$0.00</b>	<b>\$494.00</b>	<b>\$0.00</b>	<b>\$494.00</b>
<b>DIRECT ASSISTANCE</b>				
Drugs/Medicine				0.00
Food/Beverage				0.00
				0.00
				0.00
<b>C. TOTAL DIRECT ASSISTANCE</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>EQUIPMENT/CAPITAL OUTLAY</b>				
(Specify)				0.00
				0.00
				0.00
<b>D. TOTAL EQUIPMENT/CAPITAL OUTLAY</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>GRAND TOTAL (A + B + C + D)</b>	<b>\$0.00</b>	<b>\$78,214.00</b>	<b>\$0.00</b>	<b>\$78,214.00</b>

Note: Grand Total does not include program income



## INSTRUCTIONS for TRAVIS COUNTY INVOICING:

### Using the Payment Request/ Expenditure Report and related forms for Social Service Contracts

**\*\*\* IMPORTANT: Please carefully read and follow the steps below in the order indicated to prepare and submit monthly invoices using the electronic invoicing spreadsheet forms located in the adjacent tabs of this file \*\*\***

**GENERAL INFORMATION.** This file contains the following spreadsheet tabs, listed from left to right:

**Tab 1.** This Instructions page - please print this and refer to it often as you prepare your invoices;

**Tab 2.** Budget Revision Request form, which must be completed and submitted any time such revision is needed;

**Tab 3.** Compliance Certification form - this completed form must be submitted with every invoice; and

**Tabs 4 & above.** The Expenditure Reports and Payment Requests (follow the detailed instructions below), comprised of 24 linked monthly spreadsheet tabs (12 "Exp Rpt" & 12 "Pay Req"), beginning with January. **NOTE: (Subject to any changes in County requirements) if you have any unexpended funds remaining after your last regular monthly invoice and for which you will request payment, there will be a Supplemental "13th payment request" form provided separately, along with your Contract Annual Summary (formerly Close-Out) forms.**

**MAINTAINING the INTEGRITY of FORMS/ LINKS:** The cell formulas and embedded links among the forms have been carefully constructed - do NOT change them without consulting us first. The forms may also be password-protected, allowing you to input required data into appropriate cell only. If your invoice forms need any changes, please contact your Travis County contract manager or City HHSD Research Analyst David Garza for assistance by email [David.Garza@ci.austin.tx.us](mailto:David.Garza@ci.austin.tx.us) or by phone (512) 972-5008. Your assigned Travis County contract manager and the City Research Analyst are also available should you have any questions or need technical assistance.

#### **MONTHLY EXPENDITURE REPORT (Complete this form FIRST)**

1) In the "Jan07 Exp Rpt" spreadsheet tab, review and if needed add/correct the appropriate program and agency information near the top. Be sure to include your agency's contact person name/phone/extension.

2) For the Approved Budget column F, review and if needed, add/correct your TRAVIS COUNTY total 12-month (January 1 through December 31) program budget amount for each line item. Note that all subtotals and totals will calculate automatically. The resulting bottom line total in lin#1 (cell F42) should equal the corresponding total COUNTY-only program budget amount for the current contract term.

3) Then in the Expenditures January 2007 column, input the actual amount for each eligible expenditure line item (total for the January 1st through January 31st period). Then check all amounts on the sheet for accuracy, and make sure that the correct amounts and other information are carried forward into the remaining monthly "... Exp Rpt" spreadsheets. As each new month is completed in the contract term, you will repeat this step for the corresponding month's Expenditure Report. Be sure to verify the accuracy of all calculations and cumulative amounts, every time you invoice

#### **PAYMENT REQUEST (Check/correct this form only AFTER completing the Expenditure Report)**

These spreadsheets are designed so that the amounts in each of the 12 Payment Request forms automatically calculate directly from the corresponding Expenditure Report - this means that the two January forms are linked, as are the two February forms, etc. In addition, all of the "... Exp Rpt" and "... Pay Req" forms are linked so that the correct cumulative amounts should automatically be carried forward into the appropriate cells for subsequent months. **IMPORTANT: All amounts in the Payment Requests should be calculated automatically - your main task for Payment Requests is to verify that all of the amounts are calculated and printed correctly.**

5) Verify that each "... Pay Req" spreadsheet includes a unique Invoice Number in the shaded block near the top - this number is also linked to the invoice number of the corresponding month's Exp Rpt form. This Number is a code representing your agency and program, the month invoiced, and ends in " 1 " to indicate it is the first or original invoice for that month. **Important: if for any reason you later submit a different, revised or corrected etc. invoice for that same month (which replaces or supplements the original invoice) change the ending number to " 2 " on that second invoice, then to " 3 " on the third one as needed, etc.**

**\*\*\* Reminder for steps 6, 7 and 8 below: Most items on the Payment Request should be input or corrected by first adjusting the corresponding linked data in that month's Expenditure Report. \*\*\***

6) Next, review and (if needed) add/correct the appropriate agency and program information in section I, including the Payment Request Amount for the month being invoiced.

7) Check and correct (if needed) the amounts in Section II, ensuring that they are consistent with the corresponding amounts in the monthly "... Exp Rpt" spreadsheets.

8) Review the other "... Pay Req" spreadsheets to ensure that all of the information is accurately carried forward also.

9) To invoice for each upcoming month, repeat steps 3 and 5-8 listed above for the appropriate pair of monthly sheets, print both sheets, obtain the required signatures, and submit as usual with a completed Compliance Certification form.

**Note - NOT included here: Supplemental "13th Payment" forms - If you have any unexpended funds remaining after your last monthly invoice and for which you will request payment, the appropriate Supplemental / 13th Payment forms should be provided after December for your action. Otherwise, you will release any remaining unexpended funds back to the County as part of theseparate "Contract Annual Summary" (formerly known as "Close-Out") process.**

**Compliance Certification form – Grant Contracts**

**IMPORTANT: this completed form must be submitted with each monthly invoice**



Agency: ATCIC

Program: The Children's Continuum (Child Therapist)

Payment requested: month, 2014

Payment requested from: X TRAVIS COUNTY

The following items must be itemized in the current approved program budget, OR written prior approval by TCHHS&VS Executive Director regarding these items must be attached to the Payment Request. (Mark any that apply to this month)

- Purchase of any non-expendable property \*
  - \* (agency must also complete the Equipment Purchased table, below)
- Alteration or relocation of facilities
- Out of County Travel/ Conferences/ Seminars/ Training
- Consultant/professional services or subcontracts
- Budget transfers over the 10% rule per contract
- None of the above apply to this month
- Compliance with Special Conditions/ Corrective Action Plan.
- Overtime expenditures if any followed contract requirements
- Audit expenditures if any were allocated per agency funding sources per contract
- Annual Audit submitted by Service Agency per contract.
- Transfer of Funds/Budget adjustments less than 10% made by agency \*\*
  - \*\* ( agency must attach Budget Revision request form)

**Equipment Purchased:**

Purchase Date	Item	Cost	Model Number	Serial Number	Location

Travis County Purchasing Office employee, \_\_\_\_\_ was notified of above purchases on \_\_\_\_\_  
(name) (date)

I certify the information reported herein and attached hereto is true, correct, and complete.  
 Please process the attached payment(s). (Certification required for processing of payment.)

Executive Director \_\_\_\_\_ Date \_\_\_\_\_

**For Travis County staff use only:**

- County funds calculated accurately ( to two decimals )
- County program budget not over-spent, per contract
- Fiscal year limitation not over-spent, per contract (75% Rule)
- Annual Audit submission by Service Agency per contract has been verified
- Compliance with Special Conditions/ Corrective Action Plan is confirmed

- Attach copies of the following to this sheet and mark all that apply:
- Payment Request (verified and approved)
  - Expenditure Report (verified and approved)
  - Budget Revision form (if applicable)
  - Revised/ Modified Payment Request (if applicable)
  - Any required prior approval documents

I certify the information reported herein and attached hereto is true, correct, and complete.  
 Please process the attached payment(s). (Certification required for processing of payment.)

Travis County contract manager \_\_\_\_\_ Date \_\_\_\_\_

Travis County director (or designee) \_\_\_\_\_ Date \_\_\_\_\_

**For TC HHS&VS Admin./Finance use only:**

- Service has been received in the HTE system
- Payment Request reviewed for: 1) reporting accuracy 2) expenditures verified and 3) contract compliance.
- Annual Audit submission by Service Agency per contract has been verified

I hereby certify that the information reported on this compliance certification form by all parties is true, correct, and complete.  
 I understand that the legality of the payment is dependent on the accuracy of these statements. Please process the attached payment(s). (Please note, payment will not be processed without this signed certification attached to request for payment.)

\_\_\_\_\_  
(signature of Executive Manager or Director, HHS&VS Administrative Services Division) Date \_\_\_\_\_

Grant Approval (County Auditor) \_\_\_\_\_ Date \_\_\_\_\_

## Travis County Grant Contract PAYMENT REQUEST



Invoice Number: **TCC #4**

**IMPORTANT: Both an Expenditure Report and a Compliance Certification form must be provided with this invoice**

SECTION I - CURRENT PAYMENT DATA		
Agency	Program	Month/Year
ATCIC	The Children's Continuum Child Therapist	
1430 Collier Street Austin TX 78704	<b>Contract Term</b>	<b>PAYMENT REQUEST AMOUNT</b>
Phone (512) 447-4141	Oct. 1, 2014 - Sept. 30, 2015	\$0.00

SECTION II - PROGRAM BUDGET AND PAYMENT SUMMARY	
Item	Travis County Funds
1. Grant Funded Program Budget	\$78,214.00
2. Previous Payments Requested	#REF!
3. AMOUNT OF THIS PAYMENT REQUEST	\$0.00
4. Total Payments Requested (Item 2 plus Item 3)	#REF!
5. Balance (Item 1, minus Item 4)	#REF!

SECTION III - CERTIFICATION <i>(Must be completed by Contractor)</i>		
I certify that this Payment Request and the corresponding Expenditure Report have been made in accordance with the terms and conditions of the Contract. I also certify that all information provided is correct and that the amounts are not in excess of current needs.		
<b>Preparer's Signature</b>	<b>Title</b>	<b>Date</b>
<b>Authorized Signature</b>	<b>Title</b>	<b>Date</b>

SECTION IV - PAYMENT APPROVAL - (TRAVIS CO. Staff)		
<b>Contract Manager's Signature</b>	<b>Name and Title</b>	<b>Date</b>
	John C. Bradshaw Contract Specialist	

SECTION V - PAYMENT APPROVAL - (Travis County FINANCE)			
<b>TC HHS &amp; VS Financial Approval</b>	<b>Name and Title</b>	<b>Date</b>	<b>AMOUNT APPROVED</b>
<b>County Account Number</b>	<b>Issue Area</b>	<b>Vendor ID Number</b>	<b>Purchase Order Number</b>

**Staff Comments:**

## TRAVIS COUNTY CONTRACT EXPENDITURE REPORT

Inv. #: **TCC #4**

Report Period:

Agency: **ATCIC**  
 Agency contact: First and Last Names  
 E-mail: name@address.org

Program: **The Children's Continuum Child Therapist**  
 Phone: number, ext. Current contract term:  
 Fax: number, ext. Oct. 1, 2014 - Sept. 30, 2015

Line	Approved Budget		Actual Expenditures & Balance		
	Item	Approved Budget	Expenditures	Cumulative Expenditures	Budget Balance
<b>PERSONNEL</b>					
1	Salaries - REGULAR time	61,315.00	0.00	0.00	61,315.00
2	Salaries-OVERTIME (Trav.Co. only)	0.00	0.00	0.00	0.00
3	Benefits	16,405.00	0.00	0.00	16,405.00
4	Other (Specify)	0.00	0.00	0.00	0.00
<b>A</b>	<b>SUBTOTAL - PERSONNEL</b>	<b>77,720.00</b>	<b>0.00</b>	<b>0.00</b>	<b>77,720.00</b>
<b>OPERATING EXPENSES</b>					
5	General Operating Expenses	0.00	0.00	0.00	0.00
6	Insurance/Bonding	0.00	0.00	0.00	0.00
7	Audit Expenses (for Travis Co. funds, include pro-rata share only)	0.00	0.00	0.00	0.00
8	Consultants / Contractual	0.00	0.00	0.00	0.00
9	Staff Travel - <u>within</u> Travis County	494.00	0.00	0.00	494.00
10	Conference/Seminars/Tng. <u>within</u> Travis Co.	0.00	0.00	0.00	0.00
11	Staff Travel - <u>out of</u> Travis Co.	0.00	0.00	0.00	0.00
12	Conferences/Seminars/Tng <u>out of</u> Travis County	0.00	0.00	0.00	0.00
13	Equipment	0.00	0.00	0.00	0.00
14	Supplies and Postage	0.00	0.00	0.00	0.00
<b>B</b>	<b>SUBTOTAL - OP. EXPENSES</b>	<b>494.00</b>	<b>0.00</b>	<b>0.00</b>	<b>494.00</b>
<b>DIRECT ASSISTANCE</b>					
15	Food / Beverage - for clients	0.00	0.00	0.00	0.00
16	Financial Assistance to Individuals (e.g., rent, mortgage, utilities)	0.00	0.00	0.00	0.00
17	Other (specify)	0.00	0.00	0.00	0.00
18		0.00	0.00	0.00	0.00
<b>C</b>	<b>SUBTOTAL: DIRECT ASSIST.</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>EQUIPMT./CAPITAL OUTLAY</b>					
19	List items (specify equipmt/capit.)	0.00	0.00	0.00	0.00
20		0.00	0.00	0.00	0.00
<b>D</b>	<b>SUBTOTAL - EQPMT./ CAPITAL</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>RECOVERED ADVANCE PAYMENTS</b>					
Note: any amounts on line E must be input as negative dollars (reimbursed)					
<b>E</b>	<b>SUBTOTAL: RECOVERED ADVANCE PAYMENTS</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>21</b>	<b>TOTALS ( A+B+C+D+E )</b>	<b>78,214.00</b>	<b>0.00</b>	<b>0.00</b>	<b>78,214.00</b>
	<b>Maximums Allowable</b>	<b>78,214.00</b>			

Preparer's Signature: \_\_\_\_\_

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

Authorized Signature: \_\_\_\_\_

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

<b>Travis Co. USE ONLY:</b> Reviewed & approved by: _____ Date: _____
--

## BUDGET REVISION REQUEST - GRANT CONTRACTS

Travis County Health and Human Services and Veterans Service

Agency Name: ATCIC

Revision for: TRAVIS COUNTY Funding Only

Program Name: The Children's Continuum (Child Therapist)

AGENCY: Refer to any applicable contract section(s) and / or attachment(s) when using this form

Revision Number: (No.)

Contract Term: Oct. 1, 2014 to Sept. 30, 2015

Effective Date for Revision: (date to be effective)

Notice: the line items in this form are NOT directly linked to the monthly "...Exp Rpt" forms - you must still input your revised budget line items (when approved) into the next applicable monthly "...Exp Rpt" form as usual

Line	Item	Approved Budget	Prior Approval Required ?	Adjustment Amt. ( indicate + or - )	Revised Budget
<b>PERSONNEL</b>					
1	Salaries - REGULAR time				0.00
2	Salaries-OVERTIME (Trav.Co. only)				0.00
3	Benefits				0.00
4	Other (Specify)		YES		0.00
<b>A</b>	<b>SUBTOTAL - PERSONNEL</b>	<b>0.00</b>		<b>0.00</b>	<b>0.00</b>
<b>OPERATING EXPENSES</b>					
5	General Operating Expenses				0.00
6	Insurance/Bonding				0.00
7	Audit Expenses (for Travis Co. funds, include pro-rata share only)				0.00
8	Consultants / Contractual				0.00
9	Staff Travel - <u>within</u> Travis County				0.00
10	Conference/Seminars/Trng. <u>within</u> Travis Co.				0.00
11	Staff Travel - <u>out of</u> Travis Co.		YES		0.00
12	County		YES		0.00
13	Other (specify)		YES		0.00
14	#REF!		YES		0.00
<b>B</b>	<b>SUBTOTAL - OPER. EXPENSES</b>	<b>0.00</b>		<b>0.00</b>	<b>0.00</b>
<b>DIRECT ASSISTANCE</b>					
15	Food / Beverage - for clients				0.00
16	Financial Assistance to Individuals (e.g., rent, mortgage, utilities)				0.00
17	Other (specify)		YES		0.00
18	#REF!		YES		0.00
<b>C</b>	<b>SUBTOTAL: DIRECT ASSIST.</b>	<b>0.00</b>		<b>0.00</b>	<b>0.00</b>
<b>EQUIPMT./CAPITAL OUTLAY</b>					
19	List items (specify equipmt/capit.)		YES		0.00
20	#REF!		YES		0.00
<b>D</b>	<b>SUBTOTAL - EQPMT./ CAPITAL</b>	<b>0.00</b>		<b>0.00</b>	<b>0.00</b>
<b>21</b>	<b>TOTALS (A+B+C+D+E)</b>	<b>0.00</b>		<b>0.00</b>	<b>0.00</b>

Preparer's Signature: \_\_\_\_\_

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

Authorized Signature: \_\_\_\_\_

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

<b>Travis Co. USE ONLY:</b>	
Reviewed & approved by: _____	Date: _____

**OUT OF TOWN TRAVEL FORM**

NAME OF CONTRACTOR: \_\_\_\_\_

DATE OF SUBMISSION: \_\_\_\_\_

PURPOSE OF TRAVEL AND RELATIONSHIP TO COUNTY BUSINESS:  
\_\_\_\_\_  
\_\_\_\_\_

DESTINATION: \_\_\_\_\_

DATE: From \_\_\_\_\_ to \_\_\_\_\_

INDIVIDUALS PARTICIPATING:	RELATIONSHIP TO CONTRACT PURPOSE:
_____	_____
_____	_____
_____	_____

COSTS:

Lodging (Total):	\$ _____
Details:	_____
Meals (Total):	\$ _____
Details:	_____
Transportation (Total):	\$ _____
Details:	_____

SIGNATURE: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**INSURANCE REQUIREMENTS**  
**ATTACHMENT C**

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. 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. For purposes of this contract, the "verification of insurance" issued by the Texas Council Risk Management Fund is acceptable in lieu of the "certificate of insurance.

C. 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.

D. Insurance required under this Contract which names Travis County as Additional Insured shall be considered primary for all claims.

E. 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.

F. County shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.

G. 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.

H. 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.

I. 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. 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:
  - 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**

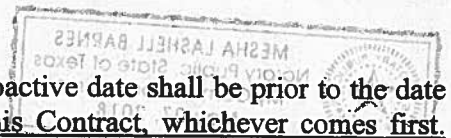
If NO transportation services of any type is provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of \$ 100,000/\$300,000/\$50,000 may be provided in lieu of Business Automobile Liability Insurance

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 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. Sexual misconduct with a limit of \$100,000 per claim /\$300,000 is acceptable.
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 the retroactive date of coverage.
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.



**ETHICS AFFIDAVIT**  
**ATTACHMENT D**

STATE OF TEXAS  
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: 09/19/14  
Name of Affiant: David Evans  
Title of Affiant: CEO  
Business Name of Proponent: Austin Travis County Integral Care  
County of Proponent: Travis

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Proponent to make this affidavit for Proponent.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Proponent has received the list of key contracting persons associated with this solicitation which is attached to this affidavit as Exhibit "1".
5. Affiant has personally read Exhibit "1" to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit "1" with whom Proponent is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in the solicitation.

[Signature]  
Signature of Affiant  
1430 Collier Street, Austin Tx 78704  
Address

SUBSCRIBED AND SWORN TO before me by September on 19, 2014.

Mesha Barnes

Notary Public, State of Texas

Typed or printed name of notary Mesha Barnes  
My commission expires: 05/07/18



**EXHIBIT 1**  
**LIST OF KEY CONTRACTING PERSONS**  
**July 21, 2014**

**CURRENT**

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge .....	Samuel T. Biscoe	
County Judge (Spouse) .....	Donalyn Thompson-Biscoe	
Executive Assistant .....	Cheryl Brown	
Executive Assistant .....	Melissa Velasquez	
Executive Assistant .....	Josie Z. Zavala	
Executive Assistant .....	David Salazar	
Commissioner, Precinct 1 .....	Ron Davis	
Commissioner, Precinct 1 (Spouse) .....	Annie Davis	Seton Hospital
Executive Assistant .....	Deone Wilhite	
Executive Assistant .....	Felicitas Chavez	
Executive Assistant .....	Sue Spears	
Commissioner, Precinct 2 .....	Bruce Todd	
Commissioner, Precinct 2 (Spouse) .....	Elizabeth Christian	Consultant
Executive Assistant .....	Sara Krause*	
Executive Assistant .....	Joe Hon	
Executive Assistant .....	Peter Einhorn	
Commissioner, Precinct 3 .....	Gerald Daugherty*	
Commissioner, Precinct 3 (Spouse) .....	Charyl Daugherty	Consultant
Executive Assistant .....	Bob Moore*	
Executive Assistant .....	Martin Zamzow*	
Executive Assistant .....	Madison A. Gessner*	
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	
Interim County Executive, Planning & Budget .....	Leroy Nellis*	
County Executive, Emergency Services .....	Danny Hobby	
County Executive, Health/Human Services .....	Sherri E. Fleming	
County Executive, TNR .....	Steven M. Manilla, P.E.	
County Executive, Justice & Public Safety .....	Roger Jefferies	
Director, Facilities Management .....	Roger El Khoury, M.S., P.E.	
Chief Information Officer .....	Tanya Acevedo	
Director, Records Mgmt & Communications .....	Steven Broberg	
Travis County Attorney .....	David Escamilla	
First Assistant County Attorney .....	Steve Capelle	
Executive Assistant, County Attorney .....	James Collins	
Director, Land Use Division .....	Tom Nuckols	
Attorney, Land Use Division .....	Julie Joe	
Attorney, Land Use Division .....	Christopher Gilmore	
Director, Transactions Division .....	John Hille	
Attorney, Transactions Division .....	Daniel Bradford	
Attorney, Transactions Division .....	Elizabeth Winn	
Attorney, Transactions Division .....	Mary Etta Gerhardt	
Attorney, Transactions Division .....	Barbara Wilson	
Attorney, Transactions Division .....	Jennifer Kraber*	
Attorney, Transactions Division .....	Tenley Aldredge	
Director, Health Services Division .....	Beth Devery	
Attorney, Health Services Division .....	Prema Gregerson	
Purchasing Agent .....	Cyd Grimes, C.P.M., CPPO	
Assistant Purchasing Agent .....	Elaine Casas, J.D.*	
Assistant Purchasing Agent .....	Marvin Brice, CPPB	
Assistant Purchasing Agent .....	Bonnie Floyd, CPPO, CPPB	

Purchasing Agent Assistant IV .....CW Bruner, CTP, CPPB  
 Purchasing Agent Assistant IV .....Lee Perry  
 Purchasing Agent Assistant IV .....Jason Walker  
 Purchasing Agent Assistant IV .....Richard Villareal  
 Purchasing Agent Assistant IV .....Patrick Strittmatter, CPPB  
 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, CPPB  
 Purchasing Agent Assistant IV .....Angel Gomez  
 Purchasing Agent Assistant IV .....Jesse Herrera, CPPB, CTPM, CTCM, CTP  
 Purchasing Agent Assistant III .....Shannon Pleasant, CTPM  
 Purchasing Agent Assistant III .....David Walch  
 Purchasing Agent Assistant III .....Michael Long, CPPB  
 Purchasing Agent Assistant III .....Sydney Ceder  
 Purchasing Agent Assistant III .....Ruena Victorino  
 Purchasing Agent Assistant III .....Rachel Fishback  
 Purchasing Agent Assistant II.....L. Wade Laursen  
 Purchasing Agent Assistant II.....Sam Francis  
 HUB Coordinator.....Sylvia Lopez  
 HUB Specialist .....Betty Chapa  
 HUB Specialist .....Jerome Guerrero  
 Purchasing Business Analyst .....Scott Worthington  
 Purchasing Business Analyst .....Rosalinda Garcia

**FORMER EMPLOYEES**

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Purchasing Business Analyst .....	Jennifer Francis ..	11/29/14
Executive Assistant.....	Barbara Smith .....	01/15/15
Attorney, Transactions Division .....	Jim Connolly .....	02/28/15
County Executive, Planning & Budget.....	Leslie Browder ...	03/31/15

\* - Identifies employees who have been in that position less than a year.



OMB APPROVAL NO. 1121-0140  
EXPIRES 06/30/2009

### STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. §10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. §7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); *see* Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity--
  - a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
  - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Signature Date

Sept. 19, 2014  
Date

**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

OMB Approval No. 4040-0007  
Expiration Date: 08/30/2014

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


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

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

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

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

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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE CEO
APPLICANT ORGANIZATION Austin Travis County Integral Care	DATE SUBMITTED Sept. 19, 2014 <del>January 14, 2013</del>





**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS  
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and**
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;**
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);**
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will**
  - (1) Abide by the terms of the statement; and**
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;**
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:**

Department of Justice  
Office of Justice Programs  
ATTN: Control Desk  
810 Seventh Street, N.W.,  
Washington, D.C. 20531

**Notice shall include the identification number(s) of each affected grant;**

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted**
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or**
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;**
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).**

**B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:**

**Place of Performance (Street address, city, county, state, zip code)**

Check  if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check  if the State has elected to complete OJP Form 4061/7.

---

4/06/01 [unclear]

**DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Justice  
Office of Justice Programs  
ATTN: Control Desk  
810 Seventh Street, N.W.,  
Washington, D.C. 20531

---

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

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2. Application Number and/or Project Name:

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3. Grantee IRS/Vendor Number \_\_\_\_\_

4. Type/Print Name and Title of Authorized Representative

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5. Signature

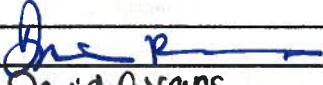
6. Date

September 19, 2014

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
 (See reverse for public burden disclosure.)

Approved by OMB  
 0348-0046

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. Initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: 4c	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u></u> Print Name: <u>David Evans</u> Title: <u>CEO</u> Telephone No.: <u>(512) 440-4031</u> Date: <u>09/19/14</u>	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

### INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 7, 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: Ratify and Approve Modification No. 17 to Interlocal Agreement No. 4400000372. Austin Travis County Integral Care and the City of Austin for Substance Abuse Services.**

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

Travis County Health and Human Services and Veteran Services (TCHHSVS), the City of Austin (COA) and Austin Travis County Integral Care (ATCIC) have a three-way Interlocal Agreement for the provision of substance abuse treatment services. Under the agreement, ATCIC manages a network which provides comprehensive clinical assessment, intervention services, residential treatment, day treatment, detoxification, and outpatient and continuing care services. Total funding for this agreement includes Travis County General Funds, the Parenting in Recovery (PIR) Grant from the U. S. Department of Health and Human Services and City of Austin.

The Ratification and Approval of Modification No. 17 will increase the City of Austin's contribution for the FY2014 contract year by \$145,600.00. The City's grant funds are allocated for and must be used to pay for grant funds allocated during the FY2014 contract term requiring the ratification of this Modification No. 17 to have an effective date of August 1, 2014.

Modification No. 16 renewed the agreement for an additional twelve-month period from October 1, 2013 through September 30, 2014. The agreement contained not exceed amounts as follows: Travis County General Funds of \$611,799 and \$213,749 in Allocated Reserves. Travis County Parenting In Recovery Grant Funds of \$153,131 and the City of Austin Funds of \$310,921. The total agreement not to exceed amount is \$1,289,600.

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

The FY2014 Renewal term and agreement was previously approved on the September 24, 2013 Court Agenda, Item No. 38 to prevent contract expiration, as the agreement was not ready for presentation due to TCHHSVS working with the County Attorney's office and ATCIC on finalizing the Statement of Work and funding. The agreement has been finalized and is being presented to the Court for signature.

Modification No. 15 increased the PIR Grant fund contribution by \$33,827. The total agreement not to exceed amount effective July 1, 2013 was \$1,648,391.

Modification No. 14 renewed the agreement for an additional twelve month period from October 1, 2012 through September 30, 2013.

The agreement shall not exceed the following contract amounts: Travis County General Funds of \$1,134,929, Travis County Parenting In Recovery Grant Funds of \$168,714 and the City of Austin Funds of \$310,921. The total agreement not to exceed amount is \$1,614,564.

This renewal was previously approved on the September 25, 2012 Court Agenda, Item No. 35 to prevent contract expiration, as the agreement was not ready for presentation due to HHS & VS working with the County Attorney's office on finalizing the Statement of Work and funding. Terms of the agreement have been finalized however the originals are currently with the City of Austin for signature. Once signed they will be presented to the Court for signature.

Modification No. 13 added an additional \$324,265 in City of Austin funds to the FY'12 contract; in addition to changes to the work statement. The not to exceed contract amount was \$1,901,309; an increase of \$324,265 from the original contract amount of \$1,577,044.

Modification No. 12 renewed the agreement for an additional twelve month period, from October 1, 2011 through September 30, 2012 with the not to exceed amounts of the following: Travis County (General Funds) \$611,799, City of Austin (through HHSD) \$324,495, Travis County Grant (FY2012 Grant Funds) \$330,750, and City of Austin (through Community Court) \$310,000. The total was \$1,577,044.

Modification No. 11 added \$28,891 in unspent FY'10 PIR funds to the FY'11 SAMSO agreement.

Modification No. 10 changed the name of the agency.



Modification No. 9 renewed the agreement for an additional twelvemonth period, from October 1, 2010 through September 30, 2011. Travis County provided \$611,799 from the General Fund, and \$330,750 from the PIR grant. The City of Austin provided \$958,990. The contract funds totaled \$1,901,539.

Modification No. 8 renewed the agreement for a nine-month period, from January 1, 2010 through September 30, 2010, in order to change the contract term from calendar year to Travis County's fiscal year.

Modification No. 7 increased County funding from \$817,914 to \$975,854 an increase of \$157,940.

Modification No. 6 renewed the agreement for an additional twelve month period, from January 1, 2009 through December 31, 2009.

Modification No. 5 increased the County funding from \$906,114 to \$1,036,419, an increase of \$130,305.

Modification No. 4 increased the County funds from \$611,799 to \$906,114, an increase of \$294,315.

Modification No. 3 renewed the agreement for an additional twelve month period, from January 1, 2008 through December 31, 2008.

Modification No. 2 renewed the agreement for an additional twelve month period, from January 1, 2007 through December 31, 2007.

Modification No. 1 increased the City of Austin's funding to the 2006 by \$5,122.

➤ **Contract-Related Information:**

Award Amount: \$1,507,151.00  
Travis County \$611,799  
City of Austin: \$895,352.00  
Contract Type: Interlocal Agreement  
Contract Period: January 1, 2006 – December 31, 2006

➤ **Contract Modification Information:**

Modification Amount: \$145,600.00 City of Austin Funding  
Modification Type: Bilateral  
Modification Period: October 1, 2013 – September 30, 2014

➤ **Funding Information:**

- SAP Shopping Cart #:
- Funding Account(s):
- Comments: Modification changes City of Austin Funding only.



**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:** September 5, 2014

**TO:** Cyd Grimes, Travis County Purchasing Agent, CPM, CPPO

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

**SUBJECT:** SAMSO interlocal agreement amendment (4400000372)

**Proposed Motion:**

Consider and take appropriate action to approve an amendment increasing the amount of city funds in the interlocal agreement between Travis County, the City of Austin, and Austin Travis County Integral Care for substance abuse treatment services.

**Summary and Staff Recommendations:**

Travis County, the City of Austin and Austin Travis County Integral Care (ATCIC) have a three-way interlocal agreement for the provision of substance abuse treatment services. Under the agreement, ATCIC manages a network which provides comprehensive clinical assessment, intervention services, residential treatment, day treatment, detoxification, and outpatient and continuing care services. Clients are linked or referred to case management and other support services as part of the treatment process.

The City of Austin has requested an amendment adding \$145,600 in city funds to the FY'14 interlocal to allow services to continue through 9/30/14 for clients referred by the Downtown Austin Community Court.

TCHHSVS staff recommends approving this amendment.

**Budgetary and Fiscal Impact:**

Travis County is providing \$611,799 from the General Fund, \$213,749 from Allocated Reserves, and \$153,131 from the Parenting in Recovery grant. With the amendment, the City of Austin is providing \$456,521. Total contract funds come to \$1,435,200.

**Issues and Opportunities:**

Services provided under this interlocal include:

Outreach – Identify persons needing assistance and encourage them to enter services.

Intake/Assessment/Referral – A competent, clinical substance abuse assessment will be required for all potential clients and may be conducted by any provider in the service network based on the client's entry point into the system and her/his level of need.

Detoxification – As defined by the Texas Commission on Alcohol and Drug Abuse (TCADA), detoxification is chemical dependency treatment designed to reduce systematically the amount of alcohol and/or other toxic chemicals in a client's body, manage withdrawal symptoms, and encourage the client to seek ongoing treatment for chemical dependency.

Residential Treatment – Includes residential treatment services as defined and licensed by TCADA. Residential services require clients to reside at the facility for a specified period of time while undergoing chemical dependency treatment.

Transitional Housing - Housing provided to an eligible client for a period not to exceed 12 months for the purpose of moving the client towards greater self-sufficiency.

Intervention Counseling Services - Includes individual counseling with Eligible Clients and/or family members.

Day Treatment Services – Intensive outpatient treatment services are provided to an individual client for approximately five hours per day, for a total of at least twenty hours of services per week. The client does not reside at the treatment facility.

Outpatient and Continuing Care/Aftercare Services – These services usually include individual and/or group counseling services and the continuation of transitioning the client into other community-based support systems such as Alcoholics Anonymous/Narcotics Anonymous (AA/NA) groups, sponsors in the community, etc.

Case Management and Support Services – As defined by TCADA, case management involves an accountable staff person providing services that include linking a client with needed services; helping a client develop skills to use basic community resources and services; and monitoring and coordinating the services received by a client.

**Background:**

The interlocal for substance abuse treatment services has been in place since 1999.

Cc: Nicki Riley, Travis County Auditor  
Mary Etta Gerhardt, Assistant County Attorney  
Leroy Nellis, Acting County Executive, Planning and Budget Office  
Aerin Pfaffenberger, Analyst, Planning and Budget Office  
David Walch, Purchasing Agent Assistant, Travis County Purchasing Office

**MODIFICATION OF CONTRACT NUMBER: 4400000372 – (H.T.E IL060341RE) Substance Abuse Services Page 1 of 10**

<b>ISSUED BY:</b> Travis County Purchasing Office P.O. Box 1748 Austin, Texas 78767	<b>PURCHASING AGENT ASST: David Walch</b> TEL. NO: (512) 854-6663 FAX NO: (512) 854-9185	<b>DATE PREPARED:</b>  September 12, 2014
--	--	---

<b>ISSUED TO:</b> Austin Travis County Integral Care 1430 Collier Street Austin, Texas 78767  City of Austin P.O. Box 1088 Austin, Texas 78767	<b>MODIFICATION NO.:</b>  17	<b>EXECUTED DATE OF ORIGINAL CONTRACT:</b>  January 1, 2006
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ORIGINAL CONTRACT TERM DATES: January 1, 2006 – December 30, 2016      CURRENT CONTRACT TERM DATES: October 1, 2014 – September 30, 2015

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**  
 Original Contract Amount: \$1,507,151.00      Current Modified Amount \$1,435,200.00

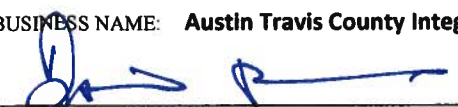
**DESCRIPTION OF CHANGES:** The Contract is amended according to the terms of the attachment to this Modification ("Attachment"), all of which is made a part of the Contract and constitutes promised performances by the Contractor in accordance with all terms and conditions of the Contract, as amended.

**SUMMARY:**

The Agreement is hereby modified to increase the City of Austin's contribution by \$145,600.00 to allow services to continue through the end of the FY2014 Renewal Term for clients referred by the Downtown Austin Community Court.

Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

**Note to Vendor/City:**  
 Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.  
 DO NOT execute and return to Travis County. Retain for your records.

<b>LEGAL BUSINESS NAME:</b> Austin Travis County Integral Care  BY:  SIGNATURE	<input type="checkbox"/> DBA <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER
BY: <u>David Evans</u> PRINT NAME TITLE: <u>CEO</u> ITS DULY AUTHORIZED AGENT	<b>DATE:</b>  9.17.14

TRAVIS COUNTY, TEXAS  BY: _____ CYD V. GRIMES, C.P.M., CPPO, TRAVIS COUNTY PURCHASING AGENT	<b>DATE:</b>  _____
--	---------------------------

TRAVIS COUNTY, TEXAS  BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	<b>DATE:</b>  _____
--	---------------------------

**AMENDMENT TO**  
**INTERLOCAL COOPERATION AGREEMENT AMONG TRAVIS COUNTY,**  
**THE CITY OF AUSTIN AND**  
**AUSTIN-TRAVIS COUNTY MENTAL HEALTH AND MENTAL RETARDATION CENTER, DOING**  
**BUSINESS AS AUSTIN TRAVIS COUNTY INTEGRAL CARE**  
**FOR SUBSTANCE ABUSE TREATMENT AND**  
**RELATED BEHAVIORAL HEALTHCARE AND SUPPORT SERVICES ("SAMSO")**  
**(2014 Renewal Term)**

This Amendment to Interlocal Cooperation Agreement ("Amendment") is entered into among the following Parties: Travis County, a political subdivision of the State of Texas ("County"), the City of Austin, a municipal corporation and political subdivision of the State of Texas ("City"); and Austin-Travis County Mental Health and Mental Retardation Center, d.b.a. Austin Travis County Integral Care ("Center," or "ATCIC"), the Local Mental Health and Intellectual and Developmental Disabilities Authority designated by the State of Texas for Travis County and the incorporated municipalities therein pursuant to Texas Health and Safety Code, Chapters 531 and 534, and other applicable statutes.

This Agreement is authorized by Chapter 791 of the Texas Government Code entitled "Interlocal Cooperation Act."

County, City and Center entered into an agreement to provide mental health, mental retardation and substance abuse services for indigent citizens and other eligible clients the Initial Term of which began January 1, 2006, and terminated December 31, 2006 ("Agreement").

Under the Agreement, Center agreed to provide personal and professional services for the care of indigents and other qualified recipients and public health education and information related to mental health, mental retardation and substance abuse services in accordance with the terms of the Agreement, thus providing services which further a public purpose.

The Agreement provided for renewal and amendment of the Agreement by the written agreement of the Parties.

Pursuant to the terms of the Agreement, the Agreement has been renewed for additional terms continuing through the current term which began October 1, 2013, and continues through September 30, 2014 ("2014 Renewal Term").

County, City and Center desire to amend the Agreement to reflect certain mutually agreed upon changes in the Agreement as to the 2014 Renewal Term.

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

**1.0 GENERAL TERMS.**

1.1 2014 Renewal Term. The Parties acknowledge and agree that the changes made in this Amendment will apply to the 2014 Renewal Term.

**2.0 FINANCIAL PROVISIONS**

2.1 Maximum Funds. The Parties agree to amend Section 13.1.1 by adding the following subsection (a) applicable to the 2014 Renewal Term:

13.1.1(a) – Amended 2014 Renewal Term Funds. Subject to the requirements of the Agreement, and in consideration of full and satisfactory performance of the services and activities required under the Agreement during the 2014 Renewal Term, as amended herein, County and City shall provide funds not to exceed the following amounts for all Center obligations during the 2014 Renewal Term:

<u>TYPE OF FUNDS:</u>	<u>Amount</u>
(a) County (General Funds)	\$ 611,799.00
County (Allocated Reserves) (October 1, 2013 - September 30, 2014)	\$ 213,749.00
(b) City (through HHSD) (October 1, 2013 - September 30, 2014)	\$ .00
(c) Travis County Grant ("Grant") (FY '14 Parenting in Recovery Grant Funds) (September 30, 2013 - September 29, 2014)	\$ 153,131.00
(d) City (through Downtown Austin Community Court) <u>(October 1, 2013- September 30, (2014)</u>	<u>\$ 456,521.00</u>
<b>TOTAL</b>	<b>\$ 1,435,200.00</b>

This Amendment adds One Hundred Forty-Five Thousand, Six Hundred Dollars (\$145,600.00) to the amounts provided by the City through the Downtown Austin Community Court.

2.2 MSO/Direct Services Split. The Parties agree that the split of funds set forth in Section 2.1 above will be as follows:

<u>FY '14 Travis County General Fund and Downtown Austin Community Court Target Population</u>		
MSO Fee	12%	\$ 128,198.00
<u>Direct Services</u>	<u>88%</u>	<u>\$ 940,122.00</u>
Total	100%	\$1,068,320.00

<u>FY'14 Travis County Family Drug Treatment Court</u>		
MSO Fee	12%	\$ 10,687.00
<u>Direct Services</u>	<u>88%</u>	<u>\$ 203,062.00</u>
Total	100%	\$ 213,749.00

<u>Travis County FY '14 Parenting in Recovery Grant Funds:</u>		
MSO Fee:	5%	\$ 7,657.00
<u>Direct Services:</u>	<u>95%</u>	<u>\$ 145,474.00</u>
TOTAL:	100%	\$ 153,131.00

### 3.0 ATTACHMENTS.

3.1 Exhibits. The Parties agree that the exhibits listed below and attached to this Amendment are hereby incorporated and shall be in effect for the 2014 Renewal Term as amended herein.

Exhibit 1 - Amended FY 2014 Budget

Any exhibits not specifically changed by this Amendment remain as set forth in the 2014 Renewal.

### 4.0 CENTER PERFORMANCE

4.1 Limitations. Unless otherwise specifically stated herein, the performances required under this Amendment are performable only during the 2014 Renewal Term, and performances required under any other Agreement Term(s) were performable only during the applicable Term. Performance requirements and payment amounts shall not carry over from one Agreement term to another.

### 5.0 INCORPORATION

County, City and Center hereby incorporate this Amendment into the Agreement. Except for the changes made in this Amendment, County, City and Center hereby ratify all the terms and conditions of the Agreement as previously amended and as amended above. The Agreement together with the changes made in this Amendment



constitute the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements with respect to the subject matter described herein.


**6.0 EFFECTIVE DATE**

This Amendment shall be effective August 1, 2014, following signature by an authorized representative of each Party.

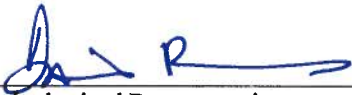
**TRAVIS COUNTY**

BY: \_\_\_\_\_  
Samuel T. Biscoe  
Travis County Judge  
Date: \_\_\_\_\_

**CITY OF AUSTIN**

BY:  \_\_\_\_\_  
Authorized Representative  
Printed  
Name: ANTHONY J. SNIPES  
Title: Acting City Manager  
Date: 9/24/14

**ATCIC**

BY:  \_\_\_\_\_  
Authorized Representative  
Printed  
Name: David Evans  
Title: CEO  
Date: 9-17-14

**EXHIBIT 1**  
**AMENDED FY 2014 BUDGET**

**FY'14 AMENDED BUDGET**

**October 1, 2013 - September 30, 2014**

**SUBSTANCE ABUSE MSO**

**Budget Funding Sources and Distribution**

FUNDING SOURCES:

CITY OF AUSTIN (Downtown Austin Community Court)	\$456,521.00
TRAVIS COUNTY .....	\$611,799.00
<hr/>	
Sub-total	\$1,068,320.00
TRAVIS COUNTY (FY'14 Allocated Reserves)	\$213,749.00

\*(All or any portion of the Travis County funds listed above may also be spent on the Parenting in Recovery Program.)

TRAVIS COUNTY (FY'14 PARENTING IN RECOVERY GRANT FUNDS)  
\$153,131.00

**TOTAL FUNDS \$1,435,200.00**

DISTRIBUTION:

**I. Homeless, High Risk Adults & Youth, and Downtown Austin Community Court Target Populations**

MSO Fee..... 12%  
Maximum..... \$128,198.00 (12% x \$1,068,320.00)

DIRECT SERVICES (through Providers).....88%  
Maximum: ..... \$940,122.00 (88% x \$1,068,320.00)

**(ATCIC will calculate the MSO Fee as .1363636 of the amount billed for this funding source's direct services each month during the Agreement term. ATCIC will add the MSO Fee to the direct service reimbursement amount for a total Request for Payment amount.)**

Youth Services. \$135,000 of Travis County's \$611,799 can be used for youth services, as described in Section III.D of the FY'14 Renewal Term Work Statement, "Description of Required Services for High-Risk Youth."

TRAVIS COUNTY (FY'14 Allocated Reserves)  
MSO Fee..... 5%  
Maximum..... \$10,687.00 (5% x \$213,749.00)

DIRECT SERVICES (through Providers).....95%  
Maximum: ..... \$203,062.00 (95% x \$213,749.00)

**(ATCIC will calculate the MSO Fee as .0526292 of the amount billed for this funding source's direct services each month during the Agreement term. ATCIC will add the MSO Fee to the direct service reimbursement amount for a total Request for Payment amount.)**

**II. Parenting In Recovery Target Population (Travis County FY'14 Grant Funds)**

MSO Fee ..... 5 %  
Maximum..... \$7,657.00 (5 % x \$153,131.00)

DIRECT SERVICES (through Providers)  
Maximum: ..... \$145,474.00 (95% x \$153,131.00)

The grant funds budgeted for the MSO Fee and Direct Services are for the period September 30, 2013 through September 29, 2014.

**(ATCIC will calculate the MSO Fee as .0526335 of the amount billed for this funding source's direct services each month during the Agreement term. ATCIC will add the MSO Fee to the direct service reimbursement amount for a total Request for Payment amount.)**

**1. Maximum Total Contract Funds – FY'14 Renewal Term**

A total amount of \$1,435,200.00 ("Contract Funds") is available during the FY' 14 Renewal Term (October 1, 2013 – September 30, 2014), with the exception of the Parenting in Recovery Grant funds (\$153,131.00) which are available according to the terms of the Grant. All payments are contingent upon ATCIC's continuing compliance with Agreement terms, including submission of required reports and supporting documentation.

The total amount of contract funds includes \$153,131.00 from the Parenting in Recovery Grant. These funds will be used exclusively for the Parenting in Recovery Grant program as referenced above, and will be made available according to the terms of the Grant.

**a. Contract Funds – Network Service Providers**

Network Providers. ATCIC will negotiate contracts with fee-for-service rates with each of the community-based Network service providers for the FY' 14 Renewal Term. Costs of Services provided by those providers will be paid for by ATCIC using grant and non-grant Direct Service Contract Funds in an amount not to exceed the amount shown above in the FY' 14 Budget for Contract Funds (up to \$1,435,200.00). ATCIC agrees that payments to the Network service providers will be based upon the satisfactory provision of Services in accordance with applicable term of this Agreement, including the Work Statement. All such contracts shall provide for monitoring and audit of submitted claims and contract compliance by County for services funded by County grant funds, and by City and County for services funded by Contract Funds. Contracts with providers receiving Grant funds shall incorporate the Grant agreement and all applicable terms of the Agreement, including this FY' 14 Renewal, and ATCIC shall require providers to comply with the grant agreement, if applicable, and with terms and conditions of the Agreement, as amended by this FY' 14 Renewal.

***b. Request for Payment and Status of Funds***

*Request for Payment:*

Per the terms and conditions of the Agreement, ATCIC will file a complete and correct (as determined by City and County) Request for Payment and Status of Funds Report ("Request for Payment") with the Department within twenty (20) days of the end of each month in which treatment services were delivered to Eligible Clients. The Request for Payment will itemize, in detail and per Department specifications, Services provided to Eligible Clients and associated costs. The Request for Payment will distinguish clients served according to funding source such that grant-funded services and services funded by Contract Funds are separated and identified to ensure proper accounting application.

*Target Population Obligations:*

During the FY' 14 Renewal Term, ATCIC will provide documentation with each monthly Request for Payment showing the amount expended for Services provided as a direct service to each target population. ATCIC will cooperate with Department throughout the FY' 14 Renewal Term in allocating City and County Contract Funds for designated target populations, as required by City and County.

***c. Fee-for-Service Rates***

*Provider Rates:* During the FY' 14 Renewal Term, all service providers will be reimbursed (for Services delivered to Eligible Clients from October 1, 2013, through September 30, 2014) on a fee-for-service payment arrangement, based on approved claims for Services delivered to Eligible Clients under the Agreement. The Parenting in Recovery grant funds are for services delivered to Eligible Clients from September 30, 2013 to September 29, 2014. As of October 1, 2013, fee-for-service rates will be paid to the Network service providers for services and rates as agreed upon and approved in writing by the Department and ATCIC. Rates may need to be adjusted at times, contingent upon written approval of the Department, based on market and cost factors and as recommended by ATCIC and approved in advance by Department.

*Rate Setting:* With respect to rate-setting in general under the Agreement, ATCIC will assist providers with rate development with all rates subject to prior Department approval. ATCIC will submit all rate requests (e.g. for new Services, new providers, and/or rate changes) to the Department in writing, with complete supporting documentation to explain the basis for the rate calculation and to justify the rate requested. These requests by ATCIC must be fully negotiated with the provider and submitted to the Department for approval in a timely manner so that

Department has sufficient time to review the request and determine whether or not it will be approved.

Youth Services: ATCIC shall use \$135,000 in Contract Funds provided by Travis County for substance abuse intervention and treatment services to youth. Priority will be given to referrals from the Youth and Family Assessment Center, The Children's Partnership, and the Deferred Prosecution Unit of Travis County Juvenile Probation Department.

**d. Service Estimates and Network Expansion**

Service Estimates: A budgeted minimum estimate of Contract Funds to be provided for direct services funding to each Target Population for the FY'14 Renewal Term is shown below. ATCIC will review claims paid, data and service levels at least quarterly and make adjustments to the actual service level budgeting, and will notify the Department in writing within 30 days of making any such adjustment. Department may, at any time, request a review of such adjustments, and ATCIC will work with Department if Department determines that the adjustments being made may warrant discussion and/or change. The unassigned direct service funds shown below may be used for purchasing additional Services from current Network providers and, contingent upon prior Department approval, for exceptional referrals for needed Services outside the Network and/or for purchasing Services from providers not yet recruited into the Network.

**Initial Budgeted Minimum Direct Service Level Estimates for FY'14**

Target Population	Amount
Homeless/At Risk Adults	\$618,646
Downtown Austin Community Court	\$401,738
Youth Treatment Services	\$118,800
Incentives for Eligible Clients Follow-up Surveys	\$4,000
Parenting In Recovery	\$145,474

TOTAL	\$1,288,658
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NOTE: The "Proposed Service Levels" (shown in the chart above) are estimates and subject to periodic adjustments by ATCIC during the FY'14 Renewal Term, as approved by City and County, in order to maximize access to appropriate services for Eligible Clients to be served under the Agreement during FY'14.

Network Expansion: The need for service Network expansion will be evaluated by ATCIC on an ongoing basis in order to ensure adequate service capacity, access to Services, and availability of the continuum of Services required by City and County for Eligible Clients under the Agreement. If ATCIC determines that a service expansion is required during the FY'14 Renewal Term, ATCIC will promptly submit written recommendations to the Department and obtain Department approval in writing at least thirty (30) days prior to proposed effective date of the expansion.

## Juan Gonzalez

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**From:** Valdez, Pete (Community Court) <Pete.Valdez@austintexas.gov>  
**Sent:** Thursday, September 25, 2014 1:05 PM  
**To:** David Walch  
**Cc:** Xoomsai, Sai; Coleman, David; Requejo, Susan  
**Subject:** FW: DACC Expenditure  
**Attachments:** YTDcommcourtpayments.pdf

**Importance:** High

David Walch,  
The date that should be used regarding the explanation for when the additional funds were needed is August 1.  
Pete Valdez  
512-773-8502

---

**From:** Louise Lynch [<mailto:Louise.Lynch@atcic.org>]  
**Sent:** Tuesday, August 12, 2014 11:12 AM  
**To:** Valdez, Pete (Community Court)  
**Cc:** Phyllis Wolf; Ana Garza; Lesa Brown-Valades; Brandon Cutro  
**Subject:** DACC Expenditure  
**Importance:** High

Hi Pete,

I wanted to make sure that you are aware that as of the end of July, DACC has fully expended the budgeted allocation for this fiscal year. I'm not certain who from your staff reviews the target authorization balance report that is posted daily. The last report reviewed by your staff was August 8, 2014. Please see the latest report attached. We are in the process of identifying costs for August that can be covered by the homeless at risk funds, however; we need your help in identifying any additional funds that may be available for services through September 30. Thank you for your attention to this issue.

Louise F. Lynch, MSSW,LMSW-AP  
Provider Network Authority Officer  
Austin Travis County Integral Care  
[Louise.Lynch@atcic.org](mailto:Louise.Lynch@atcic.org)  
p. 512.445.7731, f.512.440.4081



Juan Gonzalez

---

**Subject:** FW: SAMSO amendment (4400000372)

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**From:** Coleman, David [mailto:David.Coleman@austintexas.gov]  
**Sent:** Thursday, September 25, 2014 12:43 PM  
**To:** David Walch  
**Cc:** Xoomsai, Sai; Valdez, Pete (Community Court)  
**Subject:** RE: SAMSO amendment (4400000372)

David,

The ratification is needed to pay for services rendered using funds applicable to the period effective 7/1/2014.

Dave

---

**From:** Xoomsai, Sai [mailto:Sai.Xoomsai@austintexas.gov]  
**Sent:** Thursday, September 25, 2014 11:04 AM  
**To:** David Walch  
**Cc:** Coleman, David; Green, Terra  
**Subject:** FW: SAMSO amendment (4400000372)

Per our conversation, the contract will need to be ratify back to 7/1/2014 to expend grant funds for services rendered.

I'm looking forward to see the contract send back to us around 10/7/2014.

Sai Xoomsai Purcell, CPPB  
Senior Buyer Specialist  
City of Austin  
Purchasing Office  
P.O. Box 1088  
Austin, TX 78767  
Phone: 512-972-4016  
Fax: 512-972-4015  
Manager: Teresa Reddy, [Teresa.Reddy@austintexas.gov](mailto:Teresa.Reddy@austintexas.gov), 512-972-4138

For information about contracts and payments, please visit Austin Finance on line at:  
<http://www.ci.austin.tx.us/financeonline/finance/index.cfm>

**P** Please consider the environment before printing this e-mail or attachments.

This e-mail message may contain information that may be privileged, confidential, and exempt from disclosure. It is intended for use only by the person to whom it is addressed. If you have received this message in error, please do not forward or use this information in any way, delete it immediately, and contact the sender as soon as possible by the reply option or by telephone at the number listed (if available). Thank you.

---

**From:** Valdez, Pete (Community Court)  
**Sent:** Wednesday, September 24, 2014 3:29 PM  
**To:** Coleman, David; Requejo, Susan  
**Subject:** Fwd: SAMSO amendment (4400000372)

David,

The SAMSO amendment for this current FY has been signed by CMO and I've delivered it to David Walch at Travis County; see David's note below regarding the signature from Sam Biscoe. We are going to have to encumber the funds in order to pay SAMSO contract using this current fiscal years dollars, correct? Please advise.

Also, the Road to Recovery FY14 contract has been signed by ATCIC and delivered to Kalani Hawks; she will get CMO's signature then forward the signed and finalized doc to us so that you can get it to Purchasing.

Any questions?

Susan: call me please

PV

Begin forwarded message:

**From:** David Walch <[David.Walch@traviscountytexas.gov](mailto:David.Walch@traviscountytexas.gov)>  
**Date:** September 24, 2014 at 1:11:42 PM CDT  
**To:** John Bradshaw <[John.Bradshaw@traviscountytexas.gov](mailto:John.Bradshaw@traviscountytexas.gov)>, "Valdez, Pete (Community Court)" <[Pete.Valdez@austintexas.gov](mailto:Pete.Valdez@austintexas.gov)>  
**Cc:** Laura Peveto <[Laura.Peveto@traviscountytexas.gov](mailto:Laura.Peveto@traviscountytexas.gov)>  
**Subject:** RE: SAMSO amendment (4400000372)



The fastest I can get it to court is Oct 7th. Then it takes a couple of days for it to get back to me.

David

---

**From:** John Bradshaw  
**Sent:** Wednesday, September 24, 2014 1:09 PM  
**To:** Valdez, Pete (Community Court)  
**Cc:** David Walch; Laura Peveto  
**Subject:** RE: SAMSO amendment (4400000372)

I don't think so. As far as I know, Purchasing will have to put this on the Commissioners Court agenda. David, do you know when that will be? Thanks.

---

**From:** Valdez, Pete (Community Court) [<mailto:Pete.Valdez@austintexas.gov>]  
**Sent:** Wednesday, September 24, 2014 1:04 PM  
**To:** John Bradshaw  
**Cc:** David Walch; Laura Peveto  
**Subject:** RE: SAMSO amendment (4400000372)

That works for me. Do you think we will be able to get the final signature this week?  
Pete

---

**From:** John Bradshaw [<mailto:John.Bradshaw@traviscountytexas.gov>]  
**Sent:** Wednesday, September 24, 2014 12:56 PM  
**To:** Valdez, Pete (Community Court)

**Cc:** David Walch; Laura Peveto  
**Subject:** SAMSO amendment (4400000372)

Pete,

It would be better if you could drop off the SAMSO amendment to David Walch, Travis County Purchasing Office, 700 Lavaca, 8<sup>th</sup> floor. His phone number is 512-854-6663. Thank you.

John C. Bradshaw  
Contract Specialist  
Travis County Health and Human Services and Veterans Service  
Highland Mall Offices  
P.O. Box 1748  
Austin, Texas 78767  
Phone: 512-854-4277  
[John.Bradshaw@co.travis.tx.us](mailto:John.Bradshaw@co.travis.tx.us)

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**From:** Laura Peveto  
**Sent:** Wednesday, September 24, 2014 12:49 PM  
**To:** Valdez, Pete (Community Court)  
**Cc:** John Bradshaw  
**Subject:** HMO Address -- 502 East Highland Mall Blvd Austin Tx 78752 - Check with John might drop off at Lavaca instead - 512-584-4277

**Laura Peveto**  
Prevention and Intervention Manager  
Office of Children Services  
Travis County Health and Human Services/Veterans Service  
P.O. Box 1748  
Austin Texas 78767  
100 N IH 35 Suite 3000 (Palm School Location)  
Cell: 512-293-9563  
Office: 512-854-7874  
[laura.peveto@co.travis.tx.us](mailto:laura.peveto@co.travis.tx.us)

The good we secure for ourselves is precarious and uncertain until it is secured for all of us and incorporated into our common life – Jane Addams



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 7, 2014

**Prepared By/Phone Number:** Patrick Strittmatter, CPPB (854-1183),  
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 MODIFICATION NO. 2 TO CONTRACT NO. 4400001451, MECHANICAL & PROCESS SYSTEMS, LLC, FOR NED GRANGER BUILDING HVAC RENOVATION.

- **Purchasing Recommendation and Comments:** This procurement action meets the compliance requirements as outlined by the statutes, therefore, Approval of Contract Modification No. 2 is being requested due to additional construction services of \$71,933.40. These services, once completed by the contractor, will finish this project.
- Contract Modification No. 2 is for additional construction services related to the chimney flue duct installation and domestic water heater flue and venting. Purchasing Agent requests that this contract modification be approved by the Commissioners Court.

**Contract Expenditures:** Within the last 12 months \$1,022,842.00 has been spent against this contract.

- **Contract-Related Information:**
  - Original Award Amount: \$1,022,842.00
  - Contract Type: Construction
  - Contract Period: 240 calendar days, reached Substantial Completion May 20, 2014.
- **Contract Modification Information:**
  - Modification No. 2 Amount: \$71,933.40, total modifications of \$80,740.54.
  - Modification Type: Bilateral
  - Modification Period: No additional days

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

➤ **Funding Information:**

Funds Reservation: 3000001273

Cost Center: Account 1148000001, Fund 0001, GL Account 522020

Comments:

# TRAVIS COUNTY CONSTRUCTION CHANGE ORDER

**CHANGE ORDER No. 2**

**DATE:** September 24, 2014

**CONTRACTOR:**

Mechanical & Process Systems, LLC.  
1804 Central Commerce Court  
Round Rock, Texas 78664

**PROJECT:**

Granger Building HVAC Core Upgrades  
IFB NO. 1304-010-PS  
Contract No. 4400001451

**ISSUED BY:**

Travis County Purchasing Office  
700 Lavaca Street, Suite 800  
Austin, TX 78701  
(512) 854-9700 / Fax (512) 854-9185

**OWNER: Travis County**

Owner's Representative: Facilities Management  
1010 Lavaca St., Suite 400  
Austin, TX 78701  
(512) 854-9661 / Fax (512) 854-9226

**DESCRIPTION OF CHANGES:**

1. Pursuant to the Texas Local Government Code Section 271.060, the County and the Contractor hereby modify the Construction Contract (including plans and specifications), in accordance with the changes outlined in the following nine (9) pages attached to this modification, incorporated herein as if set out at length.
2. The Contractor agrees to provide supervision, labor and material in compliance with the contract documents and as specifically described in the attachments. This Change to the Work includes:
  - Those changes described in the following two (2) pages

Except as provided herein, all terms, conditions, and provisions of the above referenced contract as heretofore amended, remain unchanged and in full force and effect. Contractor agrees that the execution of this Change Order, by the Owner and the Contractor, constitutes the full, final, and complete settlement of all claims with regard to the modifications contained in the Change Order for the foreseeable impacts on the Contract Sum and the Contract Time.

Cost/Schedule Impact:	Increase: \$71,933.40	Decrease: \$0.00	Add: 0 Days
The original Contract Sum was	\$		1,022,842.00
Net change by previously authorized Change Orders	\$		8,807.14
The total contract sum prior to this Change Order	\$		1,031,649.14
The total contract sum will be <u>changed</u> by this Change Order	\$		71,933.40
The total contract sum including this Change Order	\$		1,103,582.54
The Contract Time will be: <u>unchanged</u>			0 days
The Substantial Completion Date for the Project as of this Change Order is			May 20, 2013

AGREED TO: Kiewit Building Group

Signed: [Signature] 9/24/14  
By: Mike Gonzalez, President Date

RECOMMENDED BY: Facilities Management

Signed: [Signature] 9/24/14  
By: Roger A. El Khodry, M.S., P.E. Date  
Director of Facilities Management

RECOMMENDED BY: Facilities Management

Signed: [Signature] 9/24/14  
By: Rick Avery, AIA, Project Manager Date

AUTHORIZED BY: Travis Co. Purchasing Office

Signed: [Signature] 9/25/14  
By: Cyd V. Grimes, CPM, CPPO Date  
Purchasing Agent

APPROVED BY: Travis Co. Commissioners Court

Signed: \_\_\_\_\_  
By: Samuel T. Biscoe, County Judge Date

**Change Order No. 4 includes the following Changes to the Work:**

---

**CPR#3** Costs to add a new chimney liner for the new HHW boilers and one existing DWH boiler. This work was not foreseen in the original design and is required under recent Code Revisions.

**\$71,933.40**

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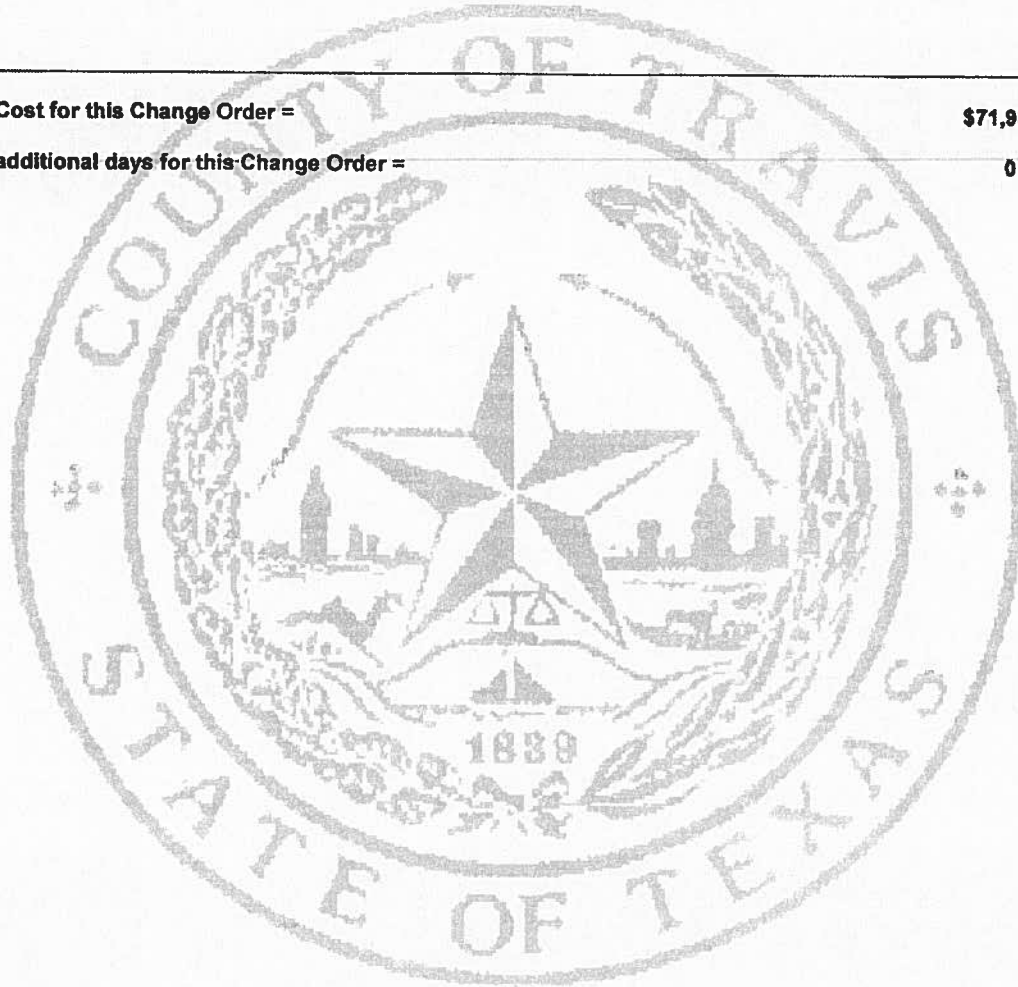
**Total Cost for this Change Order =**

**\$71,933.40**

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**Total additional days for this Change Order =**

**0 days**



TRAVIS COUNTY CLERK

CLERK'S OFFICE  
COUNTY CLERK

# MECHANICAL & PROCESS SYSTEMS

Mechanical Contractors

TACLA023236C

M-38061

September 18, 2014

Travis County Facilities Management Department  
Mr. Rick Avery  
Post Office Box 1748  
Austin, Texas 78767

Reference: Ned Granger Building Improvements:  
Chimney Flue Duct Installation and Domestic Water Heater Flue and Venting  
**Cost Proposal Explanation and Break-Out**

Dear Mr. Avery:

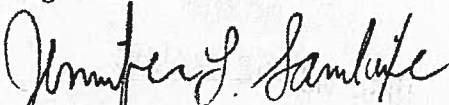
MPS understands the time sensitivity of this project. As such, while we did provide you with a comprehensive quote and an amount we are confident of; we did not expend time getting third-party quotes for specifics like the scaffolding and instead based those amounts off past projects with similar challenges. Additionally we did not break-out costs such as the construction and deconstruction of a custom support apparatus to allow us to lower duct into the chimney in a controlled, secured, and safe manner, but we did account for those charges in our overall proposal price.

Upon further review and scrutiny of the costs associated with each aspect of the project, the number of conditions which require field-verification and accommodation, and the nature of the project schedule, we found no way to reduce the original price comfortably. For example, the project schedule requires working with our vendor to expedite duct arrival and, upon delivery of the materials to our shop, the accelerated mobilization of workers, who are currently on other projects, in order to get the flue installed, final City inspection done and the boilers up and running before the potential for cold weather. Following is a more detailed break-down of the proposed costs to help demonstrate how we arrived at this bid's proposed amount:

ITEM	COST
Mobilization	\$3,000.00
General Conditions	\$8,345.00
Materials	\$24,333.40
Labor: 240 Hours @ \$85/hour	\$20,160.00
Scaffolding & Safety	\$10,000.00
Consumables	\$3,000.00
Scissor Lift (for DWH work)	\$1,000.00
<u>P&amp;P Bonds and Insurance</u>	<u>\$2,095.15</u>
<b>TOTAL</b>	<b>\$71,933.55</b>

Please contact me with any questions or concerns.

Regards,



Jennifer L. Sandifer  
Assistant Project Manager



# FACILITIES MANAGEMENT DEPARTMENT

**Roger A. El Khoury, M.S., P.E., Director**



*Patrick  
9.25.14  
YMB*

1010 Lavaca St. Suite 400 • P.O. Box 1748, Austin, Texas 78767 • Phone: (512) 854-9661 • Fax: (512) 854-9226

## MEMORANDUM

**FMD Project:** TCAB-33-12C-4R

**FILE:** 801

**TO:** Cyd V. Grimes, CPM, CPPO, Purchasing Agent

**FROM:** Roger A. El Khoury, M.S., P.E., Director

**DATE:** September 24, 2014

**SUBJECT:** Granger Building HVAC Core Upgrades  
Mechanical Process Systems, LLC. (MPS), Change Order No. 02  
Contract No. 4400001451

A large, stylized blue ink signature of Roger A. El Khoury.

This Change Order No. 02 is for changes to the construction work at the Granger Building as described in the attached Change Order.

This Change Order will increase the Contract Sum by \$71,933.40 from \$1,031,649.14 to a revised Contract Sum of \$1,103,582.54. The Change Order adds no (0) days to the Contract Time. The Substantial Completion Date as of this change order remains May 20, 2014. Facilities Management Department (FMD) has reviewed and negotiated the cost and time for this Change Order and has determined that the cost and time are fair and reasonable.

Funds for this Change Order are in cost center – 1148000001, Fund 0001, G/L account - 522020 and are encumbered under funds reservation document 300001273. Facilities Management Department recommends approval.

In accordance with the procedure to secure the approval of this Change Order, this request is being forwarded along with the supporting documents for your approval. If approved, please issue a fully executed Change Order Number 2 to MPS. Please call Rick Avery at extension 4-4780 if you have any questions.

### ATTACHMENTS:

1. Three signed originals of Change Order Number 02

### COPY TO:

Leroy Nellis, Interim County Executive, PBO  
Amy Draper, CPA, Financial Manager, FMD  
Ken Gaede, AIA, Senior Project Manager, FMD  
Rick Avery, AIA, Project Manager, FMD  
Patrick Strittmatter, CPPO, CPPB, Purchasing Agent Assistant, TCPO

RECEIVED  
TRAVIS COUNTY  
PURCHASING  
OFFICE  
2014 SEP 24 PM 2:46



# Travis County Commissioners Court Agenda Request

**Meeting Date:** October 7, 2014  
**Prepared By/Phone Number:** David Salazar  
Office of the Travis County Judge  
512-854-9555

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

**Commissioners Court Sponsor:**

## **AGENDA LANGUAGE:**

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE APPLICATION FOR A TEXAS MASS GATHERING ACT PERMIT UNDER CHAPTER 751 OF THE TEXAS GOVERNMENT CODE FROM PAY IT FORWARD ENTERTAINMENT GROUP FOR THE MUD VOLLEYBALL TOURNAMENT AND RELATED ISSUES.

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

## **STAFF RECOMMENDATIONS:**

## **ISSUES AND OPPORTUNITIES:**

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

## **REQUIRED AUTHORIZATIONS:**



## Travis County Commissioners Court Agenda Request

**Meeting Date:** 10/7/2014

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

**Elected/Appointed Official/Dept. Head:** Hershel Lee, Fire Marshal

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

**AGENDA LANGUAGE: CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE FISCAL YEAR 2014 CHAPTER 59 ASSET FORFEITURE REPORT FROM THE TRAVIS COUNTY FIRE MARSHAL'S OFFICE.**

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

**STAFF RECOMMENDATIONS:**

**ISSUES AND OPPORTUNITIES:**

**FISCAL IMPACT AND SOURCE OF FUNDING:**

**REQUIRED AUTHORIZATIONS:**

Hershel Lee

Danny Hobby

Commissioners Court

# TRAVIS COUNTY FIRE MARSHAL'S OFFICE



**HERSHEL LEE, FIRE MARSHAL**  
P. O. Box 1748, AUSTIN, TEXAS 78767  
(512) 854-4621, FAX (512) 854-6471

## *MEMORANDUM*

**To:** Travis County Commissioners Court

**From:** Hershel Lee, Travis County Fire Marshal

**Date:** October 7, 2014

**Subject:** **Consider and take appropriate action on request to approve Fiscal Year 2014 Chapter 60 Asset Forfeiture Report from the Travis County Fire Marshal's Office.**

Each year an asset forfeiture reporting form must be filed with the Office of the Attorney General by any law enforcement agency that has the authority to receive property forfeited under Chapter 59 of the Code of Criminal Procedure. The report must be filed no later than the 60<sup>th</sup> day after the end of our local fiscal year. The law setting out these requirements may be found in Article 59.06(g) of the code.

The Travis County Fire Marshal's Office did not seize any assets in FY 2014.

FY 2014  
CHAPTER 59.06(I) CERTIFICATION

Chapter 59.06(l) provides that if your agency:

- did not receive proceeds or property pursuant to Chapter 59; and
- did not expend any Chapter 59 funds; and
- holds no balance of Chapter 59 funds; then

the agency shall report this no later than 30 days after the end of the appropriate fiscal year to the Office of the Attorney General. In order to streamline this process, we are providing this short form certification.

**ONLY USE THIS FORM IF YOUR AGENCY CAN REPORT  
ZERO ON ALL CATEGORIES OF THE LONG FORM  
DO NOT REPORT ON BOTH FORMS**

Agency Name: Travis County Fire Marshal's Office Reporting Period: 10/1/13 to 9/30/14  
(local fiscal year) example: 01/01/14 to 12/31/14,  
09/01/13 to 08/31/14 etc.

Agency Mailing Address: P.O. Box 1748  
Austin, TX 78767

Phone Number: 512-854-4621

County: Travis

Email Address: traviscountytx.gov This should be a permanent agency email address  
fire.marshall@~~co.travis.tx.us~~

**AGENCY HEAD CERTIFICATION**

I swear or affirm, under penalty of perjury, that pursuant to Chapter 59.06 (l) that my agency did not receive proceeds or property under this chapter during the annual period as described by Subsection (g). I further swear or affirm that my agency did not spend any Chapter 59 funds.

AGENCY HEAD (Printed Name):

Hershel Lee

SIGNATURE:

Hershel Lee

DATE:

09/30/14

**RETURN COMPLETED FORM TO:**

Office of the Attorney General  
Criminal Prosecutions Division  
P.O. Box 12548  
Austin, TX 78711-2548  
Attn: Kent Richardson  
(512)463-1591  
Chapter59AuditReport@texasattorneygeneral.gov

**WE CANNOT ACCEPT FAXED OR EMAILED COPIES. PLEASE MAIL THE SIGNED,  
ORIGINAL DOCUMENT TO OUR OFFICE AT THE ADDRESS ABOVE.**



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 7, 2014

**Prepared By/Phone Number:** Bernadette Gutilla 512-854-9131

**Elected/Appointed Official/Dept. Head:** Nicki Riley, County Auditor

**Commissioners Court Sponsor:** Judge Biscoe

A handwritten signature in black ink, appearing to be "NR", is written to the right of the "Elected/Appointed Official/Dept. Head" line.

**AGENDA LANGUAGE:** Approve order to direct depositing of salary fund monies into the general fund of Travis County.

**BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:** The Commissioner's Court is authorized to direct that all money that would otherwise be deposited in a salary fund to be deposited in the salary fund of the County by Local Government Code section 154.007.

See attached memo from Barbara Wilson, Assistant County Attorney

**STAFF RECOMMENDATIONS:** Staff recommends approval.

**ISSUES AND OPPORTUNITIES:** N/A

**FISCAL IMPACT AND SOURCE OF FUNDING:** None

**REQUIRED AUTHORIZATIONS:**

Planning and Budget Office	Jessica Rio
County Attorney's Office	Barbara Wilson

**DAVID A. ESCAMILLA**  
COUNTY ATTORNEY

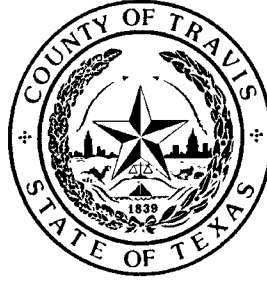
STEPHEN H. CAPELLE  
FIRST ASSISTANT

JAMES W. COLLINS  
EXECUTIVE ASSISTANT

314 W. 11<sup>TH</sup>, STREET  
GRANGER BLDG., SUITE 420  
AUSTIN, TEXAS 78701

P. O. BOX 1748  
AUSTIN, TEXAS 78767

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



**TRANSACTIONS DIVISION**

JOHN C. HILLE, JR., DIRECTOR †

BARBARA J. WILSON

MARY ETTA GERHARDT

TENLEY A. ALDREDGE

JENNIFER KRABER

DANIEL BRADFORD

† Member of the College  
of the State Bar of Texas

September 1, 2014

Commissioners Court  
P. O. Box 1478  
Austin, Texas 78767

Re: Use of General Fund instead of Salary Fund

Dear Judge and Commissioners:

The Local Government Code establishes a general rule that salary funds must be set up for each elected officials and that the payroll and expenses of their offices be paid from this fund. If the commissioners court adopts an order directing that all money that would otherwise be deposited in these salary funds be deposited in the general fund, then it is not necessary to establish these funds. This order must be approved at the first regular meeting in the first month of the fiscal year. A similar order has been approved annually for the past several years. Accounting for these funds in the general fund is simpler than accounting for them in separate funds.

Sincerely,

A handwritten signature in black ink, appearing to read "Barbara Wilson".

Barbara Wilson  
Assistant County Attorney

AN ORDER TO  
DIRECT DEPOSIT SALARY FUND MONIES  
INTO THE GENERAL FUND OF TRAVIS COUNTY

RECITALS

The creation of a salary fund for each district, county and precinct officer is required by Local Government Code section 154.042.

The Commissioners Court is authorized to direct that all money that would otherwise be deposited in a salary fund is deposited in the general fund of the county by Local Government Code section 154.007.

ORDER

The Commissioners Court of Travis County, Texas hereby orders that all fees, commissions, and other compensation collected by all district, county and precinct officers in Travis County and all other money that would be deposited in these officers salary funds be deposited in the general fund of Travis County during the fiscal year commencing October 1, 2014, and ending September 30, 2015.

Date of Order: \_\_\_\_\_

TRAVIS COUNTY COMMISSIONERS COURT

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

\_\_\_\_\_  
Ron Davis  
Commissioner, Precinct 1

\_\_\_\_\_  
Bruce Todd  
Commissioner, Precinct 2

\_\_\_\_\_  
Gerald Daugherty  
Commissioner, Precinct 3

\_\_\_\_\_  
Margaret Gomez  
Commissioner, Precinct 4





## Travis County Commissioners Court Agenda Request

**Meeting Date:** 10/7/2014

**Prepared By/Phone Number:** Nicole Durand 854-7786

**Elected/Appointed Official/Dept. Head:** Greg Hamilton, 854-9788

**Commissioners Court Sponsor:** Judge Biscoe

**AGENDA LANGUAGE:** Consider and take appropriate action on the annual Brown Santa 5K, Decker Challenge and Wellness Fair, Sunday, December 7, 2014.

**BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:** The Wellness Committee and the Brown Santa 5K Race Committee request the same approvals granted by the Commissioners Court and the County Corporations that have been approved for the last ten years. Details are described in the attached memorandum.

**STAFF RECOMMENDATIONS:** Staff recommends approval of the four motions listed in the attached memorandum.

**ISSUES AND OPPORTUNITIES:** Details are described in the attached memorandum.

**FISCAL IMPACT AND SOURCE OF FUNDING:** Funding from the Travis County Health Facilities Development Corporation has been earmarked to support the activities of the Wellness Committee. The Wellness Committee requests \$2,668.00 in Corporation funds to pay the hard costs associated with the Wellness Fair. Approval of this payment is being agendized separately as a Corporation agenda item. This amount is made up of the following:

- \$1400.00 for Facility Rental Fees
- \$408.00 for Equipment Rental Fees
- \$860.00 for Custodial Fees

The Race Committee requests that a \$1,000 contingency earmark be approved against the Wellness Budget (Corporation funds) in the event

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

sponsor donations fall short of the amount needed to provide event t-shirts and awards for participants at the Dec. 7th event.

**REQUIRED AUTHORIZATIONS:** County Attorney (John Hille) and County Corporations (Andrea Shields)

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

# WELLNESS



# COMMITTEE

**TO:** Members of the Commissioners Court  
Directors of the Travis County Health Facilities Development Corporation

**FROM:** Nicole Durand  
Chair, Race Committee

**SUBJECT:** **Travis County Wellness Fair  
Brown Santa Benefit 5K Run/Walk and Decker Challenge Half Marathon**

**Proposed Motions:**

1. Approve payment of up to \$3668.00 from the Wellness Budget in the Travis County Health Facilities Development Corporation to include payment to the Exposition Center to cover costs associated with the Wellness Fair on December 7, 2014, and related purposes
2. Authorize the Wellness Committee to solicit vendors and sponsors in support of the event
3. Approve airing public service announcement on TCTV-17
4. Encourage Travis County departments and employees to participate in the 5K Walk/Run either by entering the event or volunteering to assist in conducting the race activities

**Background and History of this Event:**

For the past ten years, the Commissioners Court has authorized the Travis County Wellness Committee to host a Wellness Fair at the Travis County Exposition Center in conjunction with the Decker Challenge Half Marathon and the annual Brown Santa 5K Run/Walk.

Travis County is partnering again with the Austin Runners Club Decker Challenge Half Marathon to host this event. Through this partnership, there is the expectation that participation in both events will be increased. The Wellness Committee hopes that participants in these races will browse the Wellness Fair

exhibits. The Austin Runners Club is providing consultation and guidance in hosting the Brown Santa 5K Run/Walk and sharing costs for the event.

Most other costs associated with the Brown Santa 5K Run/Walk will be paid through other sources, including the Brown Santa organization, the Decker Challenge organization or through the help of sponsors.

Project Brown Santa is a community service of the Travis County Sheriff's Office and the many sponsors and volunteers who make it happen each year. The Brown Santa Program helps over 1,000 underprivileged families in rural Travis County and residents of a local retirement center. New toys and stuffed animals are donated and passed along to thousands of children in need. Brown Santa also accepts non-perishable food items that later become holiday meals for families during the Christmas Season. The Brown Santa 5K Run/Walk was the single largest source of funds for the Brown Santa program last year.

**Required Authorizations:**

County Attorney: John Hille

County Corporations: Andrea Shields

cc: Roger El Khoury



## Travis County Commissioners Court Agenda Request

**Meeting Date:** Tuesday, September 30, 2014

**Prepared By/Phone Number:** Tracy J Miller | 512.854.6923

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

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

### **AGENDA LANGUAGE:**

Consider and approve Travis County Sheriff's Office Motor Deputies taking assigned vehicles to Gonzales, Louisiana for training.

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

See attached memo.

### **STAFF RECOMMENDATIONS:**

N/A

### **ISSUES AND OPPORTUNITIES:**

N/A

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

N/A

### **REQUIRED AUTHORIZATIONS:**

N/A

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



JAMES N. SYLVESTER  
Chief Deputy

# GREG HAMILTON

TRAVIS COUNTY SHERIFF

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


DARREN LONG  
Major - Law Enforcement

WES PRIDDY  
Major - Corrections

MARK SAWA  
Major - Administration & Support

September 29, 2014

**TO:** Judge Sam Biscoe  
Commissioner Ron Davis  
Commissioner Bruce Todd  
Commissioner Gerald Daugherty  
Commissioner Margaret Gomez

**FROM:** Sheriff Greg Hamilton 

**SUBJECT:** Request for Out-Of-State Travel  
**RE:** Motors Unit

I am requesting the court's permission to take one truck with a trailer; hauling motors units to attend and complete in the "Gulf Coast Challenge" police motorcycle skills competition in Louisiana. They will be leaving on October 5<sup>th</sup> and returning on October 13<sup>th</sup>.

The event will be held October 6<sup>th</sup> through the 12<sup>th</sup>, 2014 in Gonzales, Louisiana. We would hate to lose out on the amazing training this provides our motors units, and the fees have already been paid. In the midst of all the turmoil last two weeks, this request did not get submitted in timely manner.

Thank you in advance for your consideration in this matter and for your continued support to our office during this difficult time. If you have any questions please feel free to contact Sergeant Stan Roper at 512.854.9728.



*Safety, Integrity, Tradition of Service*



## Travis County Commissioners Court Agenda Request

**Meeting Date:**

**Prepared By/Phone Number:** Jose Hernandez, 854-2119

**Elected/Appointed Official/Dept. Head:** Constable Sally Hernandez

**Commissioners Court Sponsor:**

**AGENDA LANGUAGE:**

CONSIDER AND TAKE APPROPRIATE ACTION ON UPDATED INTERLOCAL COOPERATION AGREEMENT BETWEEN TRAVIS COUNTY CONSTABLE PCT 3 AND SHADY HOLLOW MUNICIPAL UTILITY DISTRICT.

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

MEMO ATTACHED.

**STAFF RECOMMENDATIONS:**

**ISSUES AND OPPORTUNITIES:**

**FISCAL IMPACT AND SOURCE OF FUNDING:**

**REQUIRED AUTHORIZATIONS:**



**Sally I. Hernandez**

CONSTABLE  
Travis County, Precinct 3

8656-B Highway 71 West, Suite 132  
Austin, TX 78735

Phone: (512) 854-2107  
Fax: (512) 854-2116

## MEMORANDUM

Date: October 1, 2014

To: Honorable Judge Samuel T. Biscoe and Members of Commissioner's Court

From: Constable Sally Hernandez, Precinct 3 *SH*

Re: Interlocal Agreement between Travis County Constable Pct. 3 and Shady Hollow MUD.

I respectfully request consideration of the updated Interlocal Agreement between Travis County Constable Pct. 3 and Shady Hollow MUD. The Shady Hollow Board considered and approved the agreement at its September 11, 2014 meeting. This agreement has also been reviewed and approved by the County Attorney's office. If you have any questions, please feel free to contact me.

Thank you.



**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN TRAVIS COUNTY, TEXAS AND  
SHADY HOLLOW MUNICIPAL UTILITY DISTRICT**

STATE OF TEXAS

COUNTY OF TRAVIS

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into by and between Travis County, Texas (the "COUNTY") and Shady Hollow Municipal Utility District (the "DISTRICT").

WHEREAS, the DISTRICT is a conservation and reclamation district, a body corporate and politic and governmental agency of the State of Texas, created under Article XVI, Sec. 59 of the Texas Constitution by order of the Texas Water Commission, now the Texas Commission on Environmental Quality, and the District operates under Chapters 49 and 54 of the Texas Water Code, as amended; and

WHEREAS, Section 49.216 of the Water Code provides that a District may contract for peace officers with power to make arrests when necessary and to prevent the commission of offenses against the rules of the DISTRICT, offenses against DISTRICT property and offenses against the laws of the State; and

WHEREAS, the DISTRICT desires to provide its residents with an increased level of police protection and to enforce rules and the law of the State; and

WHEREAS, Section 49.216 of the Water Code and the Interlocal Cooperation Act authorize a municipal utility district to contract with a county for law enforcement services within the district; and,

WHEREAS, the DISTRICT desires to contract with the COUNTY for law enforcement services to be provided within the DISTRICT by the Office of the Constable of Precinct Three (the "Constable");

NOW, THEREFORE, the COUNTY and the DISTRICT agree as follows:

I.

A. The Travis County Constable for Precinct Three shall provide forty (40) hours per week of police protection services to the DISTRICT, including neighborhood patrols and traffic control.

- B. In the enforcement of the traffic ordinances, the Constable's deputies shall:
1. Engage in all necessary law enforcement actions arising from the enforcement of traffic ordinances, including investigations, follow-ups, and the filing of affidavits and complaints; and
  2. Provide for participation of COUNTY personnel in subsequent legal proceedings resulting from the traffic law enforcement services.
- C. All existing traffic ordinances and any future traffic ordinances which are enacted by the City of Austin, Travis County and the State of Texas and which require enforcement, are hereby incorporated by reference.
- D. All traffic fines collected by the COUNTY within the DISTRICT pursuant to this Agreement shall be retained by the COUNTY.
- E. In providing the required services, the COUNTY, acting by and through the Constable, will furnish only the equipment and personnel routinely assigned to service the COUNTY.
- F. The law enforcement, officers, dispatchers and other personnel, who provide services pursuant to this Agreement, are employees of the Constable and the Constable shall maintain supervisory control and command over such employees. This Agreement shall not be construed to constitute an illegal restraint upon or delegation of the authority of the Constable with regard to the performance of his duties and responsibilities under Texas law.

## II.

- A. The DISTRICT shall provide the necessary ordinances to vest the same powers, rights and privileges in the Constable's deputies (the "Deputies") as though such Deputies were Deputies of the DISTRICT. The DISTRICT shall be responsible for complying with applicable requirements of §49.216 of the Texas Water Code and for taking whatever other actions may be necessary, if any, to confer authority upon Constable's deputies to enforce DISTRICT rules and ordinances as set out in §49.216(a).
- B. The DISTRICT agrees to pay NINE THOUSAND SEVENTEEN AND 66/100 DOLLARS (\$9,017.66) per month for the services provided by the Constable under this Agreement, calculated in accordance with the itemization of costs of providing the required services as set forth in Exhibit A, which is attached hereto and made a part hereof, including a "relief factor" of 356 hours per year.
- C. It is contemplated that full-time Deputies will be assigned to provide the law enforcement services described herein and the COUNTY shall endeavor to provide a substitute deputy or deputies in the event that the deputies ordinarily assigned to provide services under this Agreement are unavailable. The DISTRICT will not be charged for services by substitute deputies to cover any relief factor in excess of 356 hours per year.

D. In addition, the DISTRICT will be responsible for any overtime charges associated with the provision of services under this Agreement in accordance with the rates as set forth in Exhibit A.

E. The DISTRICT shall pay the COUNTY at the rates set forth in Exhibit A for the actual time spent by any substitute deputy calculated from the time the deputy arrives in the DISTRICT until the deputy finishes performing the services under the Agreement, excluding any calls cleared as "gone on arrival." In addition, the DISTRICT shall pay for any additional deputies assigned as back-up personnel to potentially hazardous calls at the overtime rates as set forth in Exhibit A.

F. The COUNTY shall bill the DISTRICT monthly for the services rendered and the DISTRICT shall pay the COUNTY for the services rendered within 30 days of the billing date.

G. If this Agreement is renewed, a recalculation of the compensation rates shall be made based on the actual officer costs, plus benefits, and the cost of equipment as set forth in Exhibit A.

### III.

A. The Constable shall file all charges, actions and proceedings under this Agreement in either the Justice of Peace Court for Precinct Three or another COUNTY court of competent jurisdiction.

B. The DISTRICT shall maintain and keep records of all cases involving violations of DISTRICT rules.

C. The DISTRICT shall provide any necessary forms and documents for the performance of enforcement activities under this Agreement.

### IV.

A. The Travis County Constable, Precinct Three, or her designated representative shall be responsible for administering this Agreement for the COUNTY.

B. The Board of Directors of the DISTRICT or its designated representative shall be responsible for administering this Agreement for the DISTRICT.

### V.

## LIABILITY

### A. INDEMNIFICATION

1. To the extent allowed by Texas law, the DISTRICT agrees to and shall indemnify, save and hold harmless, and defend the COUNTY, its officials, agents and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including but not limited to attorney's fees and related costs, for personal injury, death, or

property damage, destruction, or loss arising out of or connected in any way with the performance by DISTRICT officials, agents, and employees of the DISTRICT'S responsibilities under this Agreement, where such personal injury, death, or property damage, destruction, or loss is caused the DISTRICT'S sole negligence or its sole intentional act or omission, or where such personal injury, death, or property damage, destruction, or loss is caused by the joint negligence of the DISTRICT and any other person or entity or the joint intentional act or omission of the DISTRICT and any other person or entity. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence or intentional act or omission of the DISTRICT.

2. Within three (3) working days of receiving notice of any claim, demand, suit, or any action made or brought against the DISTRICT, arising out of the law enforcement activities conducted pursuant to this Agreement, the DISTRICT shall give written notice to the COUNTY of such claim, demand, suit, or other action. Said notice shall include: (a) the name and address of the claimant; (b) the basis of the claim, action or proceeding; (c) the court, if any, where such claim, action, or proceeding was instituted; (d) the name of any persons against whom such claim is being made.

#### B. INSURANCE COVERAGE.

1. The DISTRICT shall obtain liability insurance or other acceptable risk coverage, which covers the acts of commission or omission of COUNTY employees and the acts of commission or omission of other governmental entities, who are assisting the Deputies at the Deputies' request.

2. The insurance policy or other coverage shall provide coverage in the amount of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) per occurrence and ONE MILLION AND NO/100 DOOLARS (\$1,000,000.00) in aggregate for property damage, bodily injury or death.

3. Within ten (10) days after execution of this Interlocal Agreement, the DISTRICT shall provide the COUNTY proof of insurance coverage or coverage by the Texas Municipal League Intergovernmental Risk Pool of the DISTRICT's obligations under this contract. To the extent feasible, the DISTRICT shall have the County named as an additional insured under the DISTRICT'S insurance policy.

### VI.

A. The DISTRICT and the COUNTY are executing this Agreement to be effective as of October 1, 2014, and it shall continue in full force and effect through September 30, 2015, unless earlier terminated by either party as provided herein. Subject to paragraphs C and D below, this Agreement shall thereafter automatically renew each October 1 for subsequent one (1) year periods.

B. The DISTRICT shall pay for services rendered by the COUNTY from current revenue funds available to the DISTRICT.

C. The renewal of this Agreement shall be contingent upon the availability of current revenue funds.

D. Either party may terminate this Agreement immediately with or without cause. Upon termination of this Agreement, neither party shall have any obligation to the other party, except to pay for services already rendered.

E. All notices under this Agreement shall be in writing and may be either hand-delivered or sent by certified mail, postage prepaid, return receipt requested, to the following address:

COUNTY: Sally Hernandez (or successor)  
Constable, Precinct Three  
8656 B West Highway 71, Suite 132  
Austin, Texas 78735

copy to: David Escamilla (or successor)  
Travis County Attorney  
314 W. 11<sup>th</sup> Street  
Austin, Texas 78701

DISTRICT: Ronald O. Stried, President  
Shady Hollow Municipal Utility District  
3910 Capistrano Trail  
Austin, Texas 78748

F. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement.

G. The waiver of either party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision.

H. It is expressly understood and agreed that neither party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it under the law.

I. This Agreement is not intended, nor shall it be construed, to confer any benefits, rights or remedies upon any person or entity not a party hereto.

J. This is the entire agreement between the COUNTY and the DISTRICT. No other agreements, statements, or promises relating to the subject matter of this Agreement and which are not contained herein shall be valid or binding. This Agreement may not be amended, except in writing signed by both parties. **NO OFFICIAL AGENT, EMPLOYEE OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY TO ALTER, AMEND OR MODIFY THE TERMS OF THIS CONTRACT, EXCEPT IN ACCORDANCE WITH SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE TRAVIS COUNTY COMMISSIONERS COURT.**

EXECUTED AS OF THE LATER DATE SET FORTH BELOW.

TRAVIS COUNTY, TEXAS

\_\_\_\_\_  
By: Honorable Samuel T. Biscoe  
Travis County Judge

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

CONSTABLE, PRECINCT THREE

\_\_\_\_\_  
By: Honorable Sally Hernandez  
Constable, Precinct Three

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

SHADY HOLLOW MUNICIPAL  
UTILITY DISTRICT

\_\_\_\_\_  
By: Ronald O. Stried, President

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

ATTEST:

\_\_\_\_\_  
James Linville, Secretary  
Shady Hollow Municipal Utility District

[SEAL]

## **EXHIBIT A**

1. The cost of providing a full-time deputy of \$9,017.66 per month is calculated on the basis of the following annual costs, effective as of the date of this Agreement:

- A. Salary: \$78,690.77 for a deputy, including a base salary of \$55,747.33 and a benefit package of \$22,943.44.
- B. Indirect Personnel Costs: \$2,700, including administrative costs of payroll, personnel, fiscal, training, MDC air card, and computer support.
- C. Supplies: \$1000, including cost of uniforms, weapons and office supplies.
- D. Vehicles: \$14,138.20, including purchase price of vehicle and associated equipment over five years, MDC/digital dash camera over five years, and radios over ten years.
- E. Vehicle Maintenance: \$11,683, including fuel, lubricants and routine maintenance.

II. The cost of providing a substitute deputy of \$33.50 is calculated on the basis of the average of the straight time rate of pay for a three-year deputy of \$26.80 and the overtime rate of \$40.20.

III. The relief factor of 356 hours per year for a three-year deputy is calculated on the basis of the following annual hourly allowances:

- A. 108 hours of vacation leave;
- B. 96 hours of sick leave;
- C. 88 hours of holiday leave;
- D. 24 hours of personal holiday leave; and
- E. 40 hours of law enforcement in-service training.



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 7, 2014  
**Prepared By/Phone Number:** David Salazar  
Office of the Travis County Judge  
512-854-9555

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

**Commissioners Court Sponsor:**

### **AGENDA LANGUAGE:**

RECEIVE BRIEFING AND AUTHORIZE COUNTY ATTORNEY TO ENTER INTO A CONTRACT FOR EXPERT STUDY AND WITNESS FOR POSSIBLE TAX CHALLENGE. **(THIS ITEM WILL BE TAKEN INTO EXECUTIVE SESSION UNDER THE CONSULTATION WITH ATTORNEY EXCEPTION)**

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

**STAFF RECOMMENDATIONS:**

**ISSUES AND OPPORTUNITIES:**

**FISCAL IMPACT AND SOURCE OF FUNDING:**

**REQUIRED AUTHORIZATIONS:**





## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 7, 2014  
**Prepared By/Phone Number:** David Salazar  
Office of the Travis County Judge  
512-854-9555

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

**Commissioners Court Sponsor:**

### **AGENDA LANGUAGE:**

RECEIVE BRIEFING FROM OUTSIDE COUNSEL AND TAKE APPROPRIATE ACTION REGARDING STEVEN BRAND V. TRAVIS COUNTY; CAUSE NO. 1:14-CV-00658-LY. **(THIS ITEM WILL BE TAKEN INTO EXECUTIVE SESSION UNDER THE CONSULTATION WITH ATTORNEY EXCEPTION)**

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

### **STAFF RECOMMENDATIONS:**

### **ISSUES AND OPPORTUNITIES:**

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

### **REQUIRED AUTHORIZATIONS:**



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 7, 2014  
**Prepared By/Phone Number:** David Salazar  
Office of the Travis County Judge  
512-854-9555

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

**Commissioners Court Sponsor:**

### **AGENDA LANGUAGE:**

RECEIVE BRIEFING FROM COUNTY ATTORNEY REGARDING TRAVIS COUNTY, TEXAS V. MICHAEL KIMBRO, CAUSE NO. D-1-GN-14-00189; IN THE 419TH DISTRICT COURT, TRAVIS COUNTY, TEXAS AND REQUEST REGARDING DAMAGE TO THEIR HOME CAUSED BY THE OCTOBER 31, 2013 FLOODS, INCLUDING APPLICATION FOR BUYOUT, AND TAKE APPROPRIATE ACTION. (THIS ITEM WILL BE TAKEN INTO EXECUTIVE SESSION UNDER THE CONSULTATION WITH ATTORNEY AND REAL PROPERTY EXCEPTIONS)

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

### **STAFF RECOMMENDATIONS:**

### **ISSUES AND OPPORTUNITIES:**

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

### **REQUIRED AUTHORIZATIONS:**

# Item C3 SHORT BACKUP

WS# \_\_\_\_\_  
VS# \_\_\_\_\_

## TRAVIS COUNTY COMMISSIONER COURT AGENDA REQUEST

Please consider the following item for: Voting Session \_\_\_\_\_.

- I. A. Request made by County Auditor's Office, telephone number 854-9125.
- B. Requested text: Receive revenue and expenditure reports, and other statutorily required reports, for the month of August, 2014 from the County Auditor's Office. The reports are submitted electronically as allowed by local government code § 114.023 (a) and prescribed by the County Auditor.
- C. Approved by: \_\_\_\_\_  
Signature of Commissioner or Judge.

- II. A. Copies of reports emailed to Commissioners on Wednesday, October 01, 2014 .
- B. Have the agencies affected by this request been invited to attend the work session?  
Yes \_\_\_\_\_ No\_\_ X\_\_ Please list those contacted and their phone numbers :  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### III. PERSONNEL:

\_\_\_\_\_ A change in your department personnel. (Reclassifications, etc.)

### IV. BUDGET REQUESTS:

If your request involves any of the following, please check appropriately:

- \_\_\_\_\_ Additional funding for your department.  
\_\_\_\_\_ Transfer of funds within your department budget.  
\_\_\_\_\_ A change in your department's personnel.

The County Human Resource Management Department, and / or the Planning and Budget Office must be notified prior to the submission of this agenda request.

### **AGENDA REQUEST DEADLINES**

All agenda requests and supporting materials must be submitted to the County Judge's Office in writing by 5 p.m. on Tuesdays for the following week's meeting.

**Travis County, Texas  
Combined Balance Sheet  
Governmental Fund Types  
August 31, 2014  
(Unaudited)**

	<b>Governmental Fund Types</b>				<b>Proprietary Fund Type</b>
	<b>General</b>	<b>Special Revenue</b>	<b>Debt Service</b>	<b>Capital Projects</b>	<b>Internal Service</b>
<b>Assets:</b>					
Pooled Cash	\$ 260,908,471	\$ 49,819,422	\$ 6,356	\$ 228,998,739	\$ 36,091,034
Investments	-	1,141,859	32,066,096	-	-
Other Receivables/Other Assets	2,509,878	1,616,603	10,642	2,081,660	3,150,611
Taxes Receivable	3,884,300	-	1,365,294	-	-
Prepaid Items	-	-	-	-	212,403
Capital Assets	-	-	-	-	372,909
Total Assets	<u>\$ 267,302,649</u>	<u>\$ 52,577,884</u>	<u>\$ 33,448,388</u>	<u>\$ 231,080,399</u>	<u>\$ 39,826,957</u>
<b>Liabilities:</b>					
Accounts Payable	\$ 2,770,561	\$ 367,796	\$ -	\$ 452,761	\$ 64,187
Other Liabilities	22,466,894	1,106,087	938,561	2,565,199	13,485,824
Deferred Revenue	4,520,560	4,840,399	1,365,294	4,119,415	-
Total Liabilities	<u>29,758,015</u>	<u>6,314,282</u>	<u>2,303,855</u>	<u>7,137,375</u>	<u>13,550,011</u>
<b>Equity:</b>					
Fund Balance / Retained Earnings	<u>237,544,634</u>	<u>46,263,602</u>	<u>31,144,533</u>	<u>223,943,024</u>	<u>26,276,946</u>
<b>Total Liabilities and Fund Equity</b>	<u>\$ 267,302,649</u>	<u>\$ 52,577,884</u>	<u>\$ 33,448,388</u>	<u>\$ 231,080,399</u>	<u>\$ 39,826,957</u>

**FY 2014 Budgeted Funds  
Budget to Actual  
August 31, 2014  
(Unaudited)**

	<b>Full Yr Budget</b>	<b>YTD Actual</b>	<b>Balance</b>	<b>*Non-Budgeted YTD Actual</b>
<b>General Fund</b>				
Revenues	\$ 502,254,334	\$ 516,051,641	\$ (13,797,307)	\$ -
Expenditures and encumbrances	555,843,241	476,793,159	79,050,082	-
<b>Special Revenue</b>				
Revenues	39,976,550	38,314,339	1,662,211	35,285,273
Expenditures and encumbrances	42,963,420	30,723,180	12,240,240	37,896,965
<b>Debt Service</b>				
Revenues	80,328,941	81,505,882	(1,176,941)	1,697,112
Expenditures and encumbrances	81,575,833	69,953,690	11,622,143	369,240
<b>Capital Projects</b>				
Revenues	90,134,094	91,800,956	(1,666,862)	3,926,202
Expenditures and encumbrances	275,766,558	138,709,064	137,057,494	13,088,909
<b>Internal Service</b>				
Revenues	66,096,181	53,211,036	12,885,145	-
Expenses	72,317,806	62,849,309	9,468,497	-

**Cash Receipts and Disbursements Statement  
For the Month of August 2014**

	<b>Beginning Balance</b>	<b>Receipts</b>	<b>Disbursements</b>	<b>Ending Balance</b>
General Fund	\$ 298,412,080	\$ 54,763,851	\$ 92,267,460	\$ 260,908,471
Special Revenue Funds	52,388,045	6,725,839	9,294,462	49,819,422
Debt Service Funds	3,540	101,816	99,000	6,356
Capital Project Funds	238,356,807	2,005,533	11,363,601	228,998,739
Internal Service Funds	37,338,615	5,217,401	6,464,982	36,091,034
	<u>\$ 626,499,087</u>	<u>\$ 68,814,440</u>	<u>\$ 119,489,505</u>	<u>\$ 575,824,022</u>

**Statement of Interfund Transfers  
For The Eleven Months Ended August 31, 2014  
(Unaudited)**

<b>FROM</b>	<b>TO</b>	
Abandoned Vehicle Fund	General Fund	\$ 40,000
CAPSO	General Fund	39,000
County Clerk Archival Fund	General Fund	7,702
General Fund	Balcones Canyonland-TNR	11,958,661
General Fund	Courthouse Security	2,381,164
General Fund	Dispute Resolution Ctr	81,665
General Fund	JJAEP(Juvenile Court)	195,431
General Fund	Professional Prosecutors	62,500
General Fund	Truancy Court	150,869
Capital Project Funds	Debt Service - Tax Exempt	63,197
Self Insurance Fund	General Fund	25,000
Travis County Corporations	General Fund	168,713
<b>Outstanding Bond Indebtedness</b>	<b>\$ 674,987,141</b>	
<b>Interest Rate Range</b>	<b>0.58% to 5.875%</b>	

Note: Financial Statements include blended component units.

\* Includes Grants and funds in which budgetary control is outside the scope of the Commissioners' Court.

**Nicki Riley, CPA  
Travis County Auditor**



**Travis County Health Facilities Development Corporation  
Agenda Request**

**Meeting Date:** October 7, 2014

**Prepared By/Phone Number:** Andrea Shields, Manager/854-9116

**Elected/Appointed Official/Dept. Head:** Leroy Nellis, Acting County Executive, Planning and Budget/854-9066

**Commissioners Court Sponsor:** Samuel T. Biscoe, President

**AGENDA LANGUAGE:**

Consider and take appropriate action on the annual Brown Santa 5K, Decker Challenge and Wellness Fair, Sunday, December 7, 2014.

**BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:** The Wellness Committee and the Brown Santa 5K Race Committee request the same approvals granted by the Commissioners Court and the County Corporations that have been approved for the last ten years. Details are described in the attached memorandum.

**STAFF RECOMMENDATIONS:** Staff recommends approval.

**ISSUES AND OPPORTUNITIES:** Details are described in the attached memorandum.

**FISCAL IMPACT AND SOURCE OF FUNDING:** Funding from the Travis County Health Facilities Development Corporation has been earmarked to support the activities of the Wellness Program. The Wellness Committee requests \$2,668.00 in Corporation funds to pay the hard costs associated with the Wellness Fair. This amount is made up of the following:

- \$1400.00 for Facility Rental Fees
- \$408.00 for Equipment Rental Fees
- \$860.00 for Custodial Fees

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

The Race Committee requests that a \$1,000 contingency earmark be approved against the Wellness Budget (Corporation funds) in the event sponsor donations fall short of the amount needed to provide event t-shirts and awards for participants at the Dec. 7th event.

**REQUIRED AUTHORIZATIONS:** Andrea Shields, Manager/854-9116;  
Leroy Nellis, Acting County Executive, Planning and Budget/854-9066

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



# WELLNESS



# COMMITTEE

**TO:** Members of the Commissioners Court  
Directors of the Travis County Health Facilities Development Corporation

**FROM:** Nicole Durand  
Chair, Race Committee

**SUBJECT:** **Travis County Wellness Fair  
Brown Santa Benefit 5K Run/Walk and Decker Challenge Half Marathon**

## **Proposed Motions:**

1. Approve a Wellness Fair to be held at the Travis County Exposition Center Banquet Hall on Sunday, December 7, 2014 at discounted rental rates
2. Approve payment of up to \$3668.00 from the Wellness Budget in the Travis County Health Facilities Development Corporation to include payment to the Exposition Center to cover costs associated with the Wellness Fair on December 7, 2014, and related purposes
3. Authorize the Wellness Committee to solicit vendors and sponsors in support of the event
4. Approve airing public service announcement on TCTV-17
5. Encourage Travis County departments and employees to participate in the 5K Walk/Run either by entering the event or volunteering to assist in conducting the race activities

## **Background and History of this Event:**

For the past ten years, the Commissioners Court has authorized the Travis County Wellness Committee to host a Wellness Fair at the Travis County Exposition Center in conjunction with the Decker Challenge Half Marathon and the annual Brown Santa 5K Run/Walk.

Travis County is partnering again with the Austin Runners Club Decker Challenge Half Marathon to host this event. Through this partnership, there is the

expectation that participation in both events will be increased. The Wellness Committee hopes that participants in these races will browse the Wellness Fair exhibits. The Austin Runners Club is providing consultation and guidance in hosting the Brown Santa 5K Run/Walk and sharing costs for the event.

Most other costs associated with the Brown Santa 5K Run/Walk will be paid through other sources, including the Brown Santa organization, the Decker Challenge organization or through the help of sponsors.

Project Brown Santa is a community service of the Travis County Sheriff's Office and the many sponsors and volunteers who make it happen each year. The Brown Santa Program helps over 1,000 underprivileged families in rural Travis County and residents of a local retirement center. New toys and stuffed animals are donated and passed along to thousands of children in need. Brown Santa also accepts non-perishable food items that later become holiday meals for families during the Christmas Season. The Brown Santa 5K Run/Walk was the single largest source of funds for the Brown Santa program last year.

**Required Authorizations:**

County Attorney: John Hille  
County Corporations: Andrea Shields

cc: Roger El Khoury