Travis County Commissioners Court Agenda Request

Meeting Date: 11/18/2014, 9:00 AM, Voting Session
Prepared By/Phone Number: Katie Petersen Gipson Planning and Budget Office, 854-9346
Elected/Appointed Official/Dept. Head: Leroy Nellis, Acting County Executive, Planning and Budget
Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Receive public comments regarding:

1.) Adoption of an order to nominate ARM, Inc. as an Enterprise Project
2.) Adoption of an order to identify and summarize available local incentives.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Travis County has been asked to nominate ARM Inc. as an Enterprise Project under the Office of the Governor's Enterprise Zone program. This agenda item is a statutorily required public hearing in order to nominate ARM, Inc. as an enterprise project. This public hearing was advertised in the November 11, 2014 edition of the Austin American Statesman. Attached is a summary of the project as well as a PowerPoint presentation describing the company and project. The final orders will be placed on the November 25, 2014 voting session for Commissioners Court consideration. There is also a fact sheet on the requirements and benefits of the Enterprise Zone program.

STAFF RECOMMENDATIONS:

Applications to the Enterprise Zone programs are outside the bounds of the Travis County Economic Development policy, since the company is not requesting a Ch. 381 agreement for tax incentives. PBO recommends nominating ARM, Inc. for the Enterprise Zone program due to the level of capital investment as well as the job creation and retention levels. Travis County also has supported programs and companies that hire economically disadvantaged residents.

ISSUES AND OPPORTUNITIES:

ARM, Inc. is planning to invest $12 million in a new facility located off Southwest Parkway in Precinct Three. In addition they will invest $44 million in new data center equipment. The company expects to create 150 jobs over 10 years. The company will also retain 342 existing jobs in Travis County. The expected average salary is $88,000. The company will hire 35% of their new hires as "economically disadvantaged" as defined by the Enterprise Zone program.

It should be noted that this project is located in an Edwards Aquifer recharge zone. However this project has already gone through the City of Austin planning and zoning process and the project is adhering to the necessary development restrictions of that area.

FISCAL IMPACT AND SOURCE OF FUNDING:

The Enterprise Zone program is a state program. The County is not expected to offer any incentives. The County will receive ad valorem property taxes on the new real property and new business personal property value created by this program. Estimates on new property taxes for this project are estimated from $500,000 to $600,000 over a ten year period for the new facility.

Under the Enterprise Zone program, ARM, Inc. will have the maximum expected incentive of $1,250,000 in rebate state sales tax. The sales tax rendered to the City of Austin and Capital Metro will be unaffected.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office	Jessica Rio
County Judge's Office	Melissa Velasquez

ARM

ARM, Inc.
Travis County Expansion Project

COMPANY OVERVIEW:

ARM, Inc. ("ARM"), headquartered in San Jose, California, designs scalable, energy efficient-processors and related technologies to deliver the intelligence in applications ranging from sensors to servers, including smartphones, tablets, enterprise infrastructure and the Internet of Things. ARM's innovative technology is licensed by ARM Partners who have shipped more than 50 billion Systems on Chip ("SoCs") containing the company's intellectual property since the company began in 1990. The ARM business model involves the designing and licensing of IP rather than the manufacturing and selling of actual semiconductor chips.

PROJECT SUMMARY:

ARM currently employs approximately 342 employees in Travis County and 396 employees in the State of Texas. As a result of the company's tremendous growth and success, ARM is planning to spend approximately $12 million to construct, build out, and furnish a four-story, 120,000 square foot "corporate campus" type facility, located at 5707 Southwest Parkway, Austin, Texas 78735, that will accommodate ARM's current and future Travis County business operations needs. The new facility, known as the Encino Trace Building, is expected to be ready for occupation in August 2015. Additionally, ARM leases a data center facility in Travis County that houses the company's IT network and data storage operations, at which the company plans to invest an additional $44 million in hardware and software. In total, ARM anticipates spending over $56 million in capital related projects in Travis County over the next five years.

As a result of the proposed capital investment, ARM expects to retain all full-time employees and anticipates creating 150 new full-time jobs at its Travis County facilities over the next five years.

ESTIMATED PROJECT COST BREAKOUT:

- Building Construction and Finish-Out	$12 million
- IT Software & Hardware:	$44 million
- ***Total Project Budget/Cost:***	***$56 million***

TIMELINE:

- Begin Building Construction	Q2 2014
- Complete Building Construction	Q2 2015
- Begin Finish-Out Work	Q2 2015
- Move-In and Begin Operations	August 2015

ASSISTANCE REQUEST:

- Texas Enterprise Project nomination from Travis County

Created 11-13-14 at 4:49 pm

Texas Enterprise Zone Nomination

Commissioners Court Public Hearing
November 18, 2014

The Architecture for the Digital World® ARM

Created 11-13-14 at 4:49 pm

Public Hearing

- Public notice & hearing required by statute
  - ✓ Advertised in November 11, 2014 Austin American Statesman
- Overview of Enterprise Zone Program
- Economically Disadvantaged / Enterprise Zone Resident Hiring
- Company/Project Overview
- Community Involvement

ARM

Created 11-13-14 at 4:49 pm

Texas Enterprise Zone Program

- State incentive program overseen by the Office of the Governor Economic Development & Tourism
- 12 Project designations allocated for each quarterly Application round
- The governing jurisdiction nominates a qualified business to OOGEDT for consideration and summarizes all local incentives via nominating order that are available to ARM
- Project qualifiers:
  - Capital investment
  - 35% Hiring Requirement of Economically Disadvantaged and/or Enterprise Zone Residents
- ARM would qualify for up to $1.25M in state sales tax refunds over five year designation period

CONFIDENTIAL

ARM

Created 11-13-14 at 4:49 pm

Economically Disadvantaged / Enterprise Zone Resident Hiring

- ARM will be required and is committed to hiring 35% of their 150-200 new employees based on the following hiring and recruiting practices:
  - ARM will use a proprietary, voluntary questionnaire to actively track and determine if new employees are considered "economically disadvantaged" based on the following criteria:
    - Unemployed for more than 90 days prior to ARM
    - Received public assistance benefits prior to ARM's employment
    - Meeting income thresholds, i.e. one person family with total income below $42,250
  - Enterprise Zone Residents
    - ARM will geo-code new hires to identify employees that reside in state enterprise zones (i.e. census tract block group with >20% poverty level)
  - Recruiting Strategy
    - ARM will actively recruit and advertise open job positions through various local universities, chambers of commerce, Texas Workforce Commission, etc.

CONFIDENTIAL
ARM

Created 11-13-14 at 4:49 pm

Company/Project Overview

- Headquartered in San Jose, California
- Designs scalable, energy efficient-processors and related technologies to deliver the intelligence in applications ranging from sensors to servers, including smartphones, tablets, enterprise infrastructure and the Internet of Things
- ARM is spending $12 million to construct, build out, and furnish a four-story, 120,000 square foot "corporate campus" type facility, located at 5707 Southwest Parkway. The new facility, known as the Encino Trace Building, is expected to be ready for occupation in August 2015.
- ARM leases a data center facility in Travis County that houses the company's IT network and data storage operations, at which the company plans to invest an additional $44 million in hardware and software.
- Create 150-200 new jobs with annual wages averaging $88K; Retain 342 existing jobs at the Travis County facilities

ARM

Created 11-13-14 at 4:49 pm

In the Community…

- ARM University Program:
  - Enables educational use of ARM technology by providing teaching materials, hardware platforms, software development tools, programming workshops, IP, and other resources for educators, students, and researchers

- Environmental Practices:
  - Gold level CEEDA Design-Operate certification with new Encino Trace and data center buildings
  - Green initiatives in Travis County such as tree planting, composting, etc.

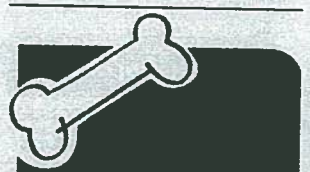
- Community Involvement:
  - STEM robotic program and competitions
  - Austin Energy Regional Science Fair and Job Expos
  - On-site OTJ training
  - Volunteering and Charitable Donations – Silver Oak Educational Partnership, Wounded Warriors, UT, IEEE Computer Society, Design Verification Trade Association, First Tech Challenge, Dell Children's Medical Center, Capital Area Food Bank of Texas

ARM

hobbit-hutch-a-tiny-and-magical-writers-getaway/ $6850

Restaurant Equip/ Supplies

BBQ TRAILER 16' LG pit, 3 sinks, clean & gray water, full size refrigerator. Propane 2 eye cook top. A/C Hot water, ready for permit.Cash only. $10,500. 512-508-0261



Pets

Cats Supplies/Services

Savannah Kittens - We have F5 kittens available. TICA registered. $800. 512-820-5917

Dogs Supplies/Services

BLOOD HOUND PUPS AKC reg, born 7/4/2014. 1 male, 2 females, all shots, dewormed. $400. 512-750-4302

Boston Terriers AKC - 3 Males & 1 Female Serious Inquiries Only ! Thanks $600. 512-620-1332, 512-620-1472

Boxer Puppies - Full AKC Registration, 1st and 2nd Vaccinations, microchiped, and health guarantee. Go to www.hillcountryboxers.com for more info. $800. 325-347-7506

DOBERMAN AKC - 1 female puppy 7 weeks $600, 1 male red 2 years, 1 female black 2 years. Shots up to date. Call for prices. 512-923-3190

GOLDEN RETRIEVER - AKC Precious, sweet puppies. Gorgeous blondes, Champ bldln. S/W. Pick of the litter. 20 yrs exp. www.stlyttongoldens.weebly.com. 512-601-2022

GOLDEN RETRIEVER - Adorable AKC puppies. Males & Females. Parents on site. Shots/ Wormings. Light in color, Ready Now. $800. 830-708-4756

GREAT DANE PUPPIES - AKC, 2 female harlequin, blue eyes, beautiful, 6 weeks, $1000 ea. wrightdanes.com 830-391-5058

GREYHOUND ADOPTION/ Open House. Sat 1-3:30. 2805 W Fresco, Near Mopac/ 45th. 512-453-7737. Tick disease tested. www.greyhoundrescueaustin.com

Lab - 4 month old, pure-breed, white female lab puppy with papers. Some obedlance traning. Crate trained. $1,500. 512-431-7157

LAB PUPS: AKC, OFA. Yellow, black. Dickendall lines. Wormed, shots, dewclawed, vet checked. Ready 11/17 & 12/15 $850. 830-796-8667

LABRADOODLE - Sale! $400.00. F1. 3 chocolate (males), 1 white (female). Born on the 4th of July. Up to date on shots. Vet checked. CKC eligible.

Great location. North Central, off 183. Beautiful 1st floor, 2 bdrm, 2 bath condo. Swimming pool, 1 blk from Balcones Dr. $115,000. 512-337-7281

Farms/Land/ Acreage

SCHULENBURG 10 acres. Corner Lot On Highway 77, commercial, industrial or residential. Owner finance $35,000 an acre. 713-249-5154

30 – 70 AC. SOUTHERN VAL VERDE COUNTY. HUNTING, RECREATIONAL, RETIREMENT PROPERTY. GOOD COVER, DEER, TURKEY, JAVELINA, QUAIL. NEAR LAKE AMISTAD.STARTING AT $1,592 DOWN, $290/MO. 800-876-9720 ranchenterprisesltd.com

Stonewall 50-270 acres on Pedernales River near LBJ Park at Stonewall. Great for horse, vineyard, investment. Fields & trees. $10,950 per acre. Greg Tom, Broker. 830-796-0520

75 acs n of Junction inside high fenced game perserve. Excellent year round hunting. Stocked with axis, fallow, blackbuck, aoudad, whitetail, turkies, etc. Excellent internal road. Owner terms. 830-739-3486

81 Acres in Bertram (Burnet County)

1300 ft along the South Fork of San Gabriel River, appx 40 acres used for Coastal Hay Production, the rest of the property is varied topography with gorgeous trees and cover for many kinds of wildlife- A recreational wonderland! Electricity, Well and Septic on property This land has been in the family for more than 130 years –all minerals to convey- per owner
Listed at $499,900
Megan Turnipseed
Keller Williams Realty
(512) 966-7481

ACREAGE FOR SALE
US Hwy 183 S and Lava Hill RD
2.5 and 2.82 acres with no restrictions or zoning. 4 miles from Formula 1 Race Track. Multiple uses in this industrial area.
Owner will finance.
Call Jeannie at 512-844-8888

BLANCO Luxury living at Rockin J Ranch. Resort style, design your new home. Texas hill country. N of San Antonio, W of Austin. Wooded 1/3 acre, city water & sewer, paid $47,900, Sell for $33K. Golf mem. incl. 817-269-2568

GENTLEMAN RANCHER 1500 acres, Sonora, TX w/ income from saltwater disposal well, minerals, hunting & cattle. Quality home, barn, pipe pens. 18 acres field w/ irrigation well. Excellent hunting. $2,950,000. 830-739-0256. worsham-realestate.com.

LLANO CO 10 acres, covered with oak trees, wet weather creek, tall native grass, W/E. Great location. Near 3 area lakes. Owner Finance. 325-247-5883, 325-423-1186

15-20 AC. CONCHO COUNTY, SW OF EDEN. LIVE OAK, MESQUITE COVER. NATIVE, EXOTIC GAME, TURKEY, HOGS. STARTING AT $2,475 DOWN, $451/MO. 800-876-9720 ranchenterprisesltd.com

SOUTH TEXAS BRUSH COUNTRY. 10-20 AC. S. OF GEORGE WEST. HEAVY COVER. DEER & HOGS. STARTING AT $2,240

as Alcoholic Beverage Commission for a Mixed Beverage Permit and Mixed Beverage Late Hours Permit by El Leon's East LLC, dba Stay Gold, 1910 E Cesar Chavez Street, Austin, Travis County, Texas. Nathan R Hill, Managing Member; William H Tanner Jr Managing Member

Application has been made with the Texas Alcoholic Beverage Commission for a Wine and Beer Retailer's Off Premise Permit by Big Diamond, LLC dba Corner Store #3958, 12307 Dessau Road, Austin, Travis County, Texas. Kimberly S. Bowers, Manager/Pres/CEO; Anthony P. Bartys, Sr. VP; Clayton E. Killinger, Sr. VP/CFO; Jeremy L. Bergeron, VP/ Treas.; Paul C. Clark, VP; Douglas M. Miller, VP/Manager

Application has been made with the Texas Alcoholic Beverage Commission for a Wine and Beer Retailer's Off-Premise permit by Quality Licensing Corp. d/b/a Quality Licensing Corp. (Store #3169) located at 11821 Highway 290 E, Manor, Travis County, Texas 78653. Officers of said company are Phyllis P. Harris, President; Andrea M. Lazenby, Assistant Secretary; Kimberly Frost, Assistant Secretary; Amy Y. Thrasher, Assistant Secretary; Claire Babineaux-Fontenot, Senior VP; and James Renfrow, Assistant Secretary.

Builder's Exchange, City of Austin Plan Room, Dodge and CMD.

IN THE CIRCUIT COURT FOR THE NINTH JUDICIAL CIRCUIT
2013-CP-10-3355
SUMMONS
(Jury Trial Demanded)

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON
JOHN LACY STURDIVANT, JOSEPH F. HORES, MARGARET F. HORES, THADDEUS J. LASEK, STEPHANIE M. LASEK, JOHN JASON MARN, ASHLEY NICOLE MARN, AMY E. RAINES, FRANKLIN M. SMITH, FREDA M. SMITH, PAUL J. BECKLEY,

Plaintiffs,

vs.

GULF STREAM CONSTRUCTION CO., INC., THE RETREAT AT ETIWAN POINTE, LLC, JANE DOE #1-5, AND JOHN DOE #1-60, OPUS DEVELOPMENT COMPANY, LLC D/B/A OPUS DEVELOPMENT GROUP, JOSE H . VALDOVINOS D/B/A MODERN MASONRY SPECIALTY, SILVINO ROJAS VALDOVINOS, INDIVIDUALLY, PRIME SOUTH BUILDERS, INC., A. MINCHEW AND E. MINCHEW D/B/A PRIME SOUTH BUILDERS, ADVANCED ROOFING, INC., ABG CAULKING CONTRACTORS, INC., CAPE ROMAIN CONTRACTORS, INC.,D/B/A CAPE ROMAIN CONSTRUCTION , TOMMY LAWRENCE D/B/A LAWRENCE SERVICES, CISSON INTERIORS, INC., VNS CORPORATION D/B/A WHOLESALE BULDING PRODUCTS, SUPERIOR STRUCTURES, INC., WCC & ASSOCIATES, INC., MI WINDOWS AND DOORS I INC., AND MI HOME PRODUCTS, INC.,

Defendants.

TO: THE DEFENDANTS ABOVE-NAMED: YOU ARE HEREBY SUMMONED and are required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer upon the subscribers, at Segui Law Firm, at 864 Lowcountry Blvd., Ste. A, Mt. Pleasant , South Carolina 29464, within thirty (30) days after the service thereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint .

SEGUI LAW FIRM, PC
/s/By: Phillip W. Segui, Jr.
Hunter Higgison
864 Lowcountry Blvd., Ste. A
Mount Pleasant, SC 29465
(843) 884-1865
psegui@seguilawfirm.com
hhiggison@seguilawfirm.com

THE CHAKERIS LAW FIRM
/s/By: John T. Chakeris
P.O. Box 397
Charleston, SC 29402
(843) 853-5678
john@chakerislawfirm.com

AND

JUSTIN O'TOOLE LUCEY, P.A.
/s/By: Justin O'Toole Lucey
415 Mill Street
Mount Pleasant, SC 29464
(843) 849-8400
jlucey@lucey-law.com
Attorneys for Plaintiff

Charleston, South Carolina
Dated August 26, 2013

IN THE CIRCUIT COURT FOR THE NINTH JUDICIAL CIRCUIT
2013-CP-10-4377

ORDINANCE NO. 20141106-124

AN ORDINANCE AMENDING CITY CODE CHAPTER 25-1 RELATING TO SMART HOUSING.

Mayor, Lee Leffingwell - City of Austin

Public Hearing Notice

The Travis County Commissioners Court will conduct a public hearing on November 18, 2014, at 9:00 A.M. at the Commissioners Courtroom, on the first floor of the Travis County Administration Building at 700 Lavaca St, Austin, Texas, to consider comments concerning the adoption of an order, to nominate ARM, Inc. as an Enterprise Project, and an order to identify and summarize available local incentives. ARM, Inc. is requesting approval of their request for nomination under the statutory provisions related to job retention and capital investment. The hearing will include discussion of any tax or other incentives which might be available to the Texas Enterprise Zone Program under existing Travis County policy, but which are not currently proposed for the ARM, Inc. project, and consideration of the nomination of ARM Inc., located at 3711 S. Mopac Expressway Austin, Texas, to the Office of the Governor as a Texas Enterprise Project. All interested parties are encouraged to attend and present their views. For additional information, contact the office of the Honorable Judge Samuel T. Biscoe (512-854-9555).

PUBLIC NOTICE OF FORECLOSURE SALE

Because of a default by Regent Park Capital, LLC (the "Debtor") under the terms of certain loan and security agreements executed by the Debtor, PlainsCapital Bank (the "Bank"), the holder of the note and security agreements executed by the Debtor, will sell at public auction in one or more units at 10:00 a.m. Austin, Texas, time on November 24, 2014, in the Bank's offices at 919 Congress Avenue, Suite 600, Austin, Texas, up to 20 promissory notes pledged to it by the Debtor the total face amount of which exceeds $7,000,000.

The sale and disposition will be without representation or warranty, express or implied, and without recourse on the Bank. The Bank reserves the right to bid at the sale and the right to pay by credit against indebtedness of the Debtor to the Bank.

The Bank requires at the time of the auction a minimum down payment of 25 percent of the accepted bid in either cash, a certified check, or a cashier's check, with the balance due within twenty-four hours thereafter.

Interested persons may contact David M. Stewart at the Bank (512.457.7517) for further information.

Sealed bid/proposal for the following item(s):

B15-043 Wrecker Service;
Closing 11/20/14
B15-041 Telecom Cabling Supplies;
Closing 11/21/14

Please visit our website for bid information: http://www.austinisd.org/contractandprocurement/advertised-bids-rfps *Specifications and bid forms may also be obtained from Contract and Procurement Services, 1111 West 6th Street, A-330 Austin, Texas 78703.*

THE AUSTIN AMERICAN-STATESMAN LEGAL NOTICE DEPARTMENT WILL BE CLOSED IN OBSERVANCE OF THANKSGIVING

Thursday, November 27, 2014
Friday, November 28, 2014
Early Deadlines are in effect.

LINE ADS
Pub: Wednesday, Nov. 26
Deadline: Monday, Nov. 24 by 4pm

Pub: Thursday, Nov. 27
Deadline: Tuesday, Nov. 25 by 4pm

Pub: Friday, Nov. 28
Deadline: Tuesday, Nov. 25 by 4pm

Pub: Saturday, Nov. 29
Deadline: Wed., Nov. 26 by 10am

Pub: Sunday, Nov. 30
Deadline: Wed., Nov. 26 by 10am

Pub: Monday, Nov. 30
Deadline: Wed., Nov. 26 by 10am

Pub: Tuesday, Nov. 29
Deadline: Wednesday, Nov. 26 by 4pm

DISPLAY ADS
Pub: Wednesday, Nov. 26
Deadline: Thursday, Nov. 20 by noon

Pub: Thursday, Nov. 27
Deadline: Thursday, Nov. 20 by noon

Pub: Friday, Nov. 28
Deadline: Friday, Nov. 21 by noon

Pub: Saturday, Nov. 29
Deadline: Monday, Nov. 24 by noon

Pub: Sunday, Nov. 30
Deadline: Tuesday, Nov. 25 by noon

Pub: Monday, Nov. 30
Deadline: Tuesday, Nov. 25 by noon

Pub: Tuesday, Nov. 29
Deadline: Wednesday, Nov. 26 by 4pm

To place a legal notice, please email your notice to legals@statesman.com

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NEW ADS APPEARING DAILY

Statesman Classifieds

statesman.com/classifieds

Legal Stories

Created 11-13-14 at 4:49 pm

ORDER NOMINATING
ARM, Incorporated
AS AN ENTERPRISE PROJECT

WHEREAS, Travis County has the authority to make this nomination pursuant to Texas Government Code, Chapter 2303, "The Texas Enterprise Zone Act" ("the Act"), specifically Section 2303.004(b) whereby the governing body of a county with a population of one million or more may nominate for designation as an enterprise project a qualified business that is located within the jurisdiction of a municipality located in the county.

WHEREAS, Travis County desires to assist businesses in severely distressed areas of the County and provide incentives to induce private investment.

WHEREAS, the project proposed is located in an area that is not designated as an Enterprise Zone pursuant to the Act.

WHEREAS, ARM, Inc. meets the requirements as a Qualified Business under the Act being engaged in or providing substantial commitment to initiate active conduct of business outside an Enterprise Zone where at least 35% of the new employees will be residents of an Enterprise Zone or economically disadvantaged (as defined by the Act)

WHEREAS, ARM, Inc. ("Company") has requested that Travis County nominate the proposed business as an Enterprise Project.

WHEREAS, the Company will participate as an expansion or relocation from out-of-state; an expansion, renovation or new construction; or other property to be undertaken.

WHEREAS, Travis County hereby designates Leroy Nellis (or his successor) as the liaison to oversee enterprise projects and to communicate and negotiate with the bank, the enterprise project and other entities in the Enterprise Zone pursuant to Section 2303.204 of the Act; and notes the following information regarding the liaison pursuant to Section 2303.4052(3) of the Act:

Name:	Leroy Nellis (or his successor)
Title:	County Executive for Planning & Budget
Address:	700 Lavaca St. Ste 1560, Austin, TX 78701
Telephone Number:	(512) 854-9106
Electronic Mail Address:	leroy.nellis@traviscountytx.gov

WHEREAS, pursuant to applicable terms of the Act, Travis County:

1. Agrees to submit an annual report no later than October 1 of each year containing the information required by the statute and the bank, pursuant to Section 2303.205 of the Act;[1] and
2. Hereby approves the request made by ARM, Inc. for application to the bank for designation of a project or activity as an enterprise project based on expansion and renovation and creation of
   150 new permanent jobs and
   retention of 342 employees; and
3. Approves the request by ARM, Inc. to apply to the bank for designation of the project as an Enterprise Project pursuant to Section 2303.405 of the Act; and
4. Includes as a part of this Order the following which are attached to this Order the following:
   Exhibit 1 - Economic Analysis of the plans for expansion, revitalization or other activity including the information required under 2303.405(b);[3] and
   Exhibit 2 - Identification and summarization of local incentives available within Travis County (but not promised to Company by Travis County) pursuant to Sections 2303.4051(b) and 2303.4051(c) (2) of the Act; and
   Exhibit 3 - Copies of the public notices from the newspaper and as posted at the courthouse, and the letter to the bank with the notice; and

Exhibit 4 - Certified copy of Order identifying and summarizing local incentives. 2303.0452(1); and
Exhibit 5 - Transcript of public hearing(s) with respect to local incentives available pursuant to Section 2303.0452(2) of the Act; and
Exhibit 6 - Documentation showing the number of employment positions at the qualified business site pursuant to Section 2303.4052(4) of the Act; and
Exhibit 7 - Official census map with location of business; and
Exhibit 8 - Description of effort of Travis County to achieve development and revitalization of the area; and how the designation of this Enterprise Project will contribute to that effort.

5. States that the project is not located in an area designated as an Enterprise Zone pursuant to the Act.
6. States that, to the best of its knowledge, Travis County has read and is in compliance with Texas Government Code, Chapter 2303, and other applicable statutes as to this nomination.

WHEREAS, Travis County acknowledges that:

1. The County has received information that ARM, Inc. has been certified as a "qualified business;" and
2. The enterprise project designation is for the expansion and renovation of the property pursuant to Section 2303.404(b) of the Act, and for
   the creation of 150 new jobs and
   the retention of 342 existing jobs; and
3. The designation period for the enterprise project begins December 1, 2014, and ends December 1, 2019 pursuant to Section 2303.404(c) of the Act; and
4. Travis County held a public hearing November 18, 2014, pursuant to Section 2302.4051(e) of the Act; and
5. ARM, Inc. has represented that it will make an investment of over fifty-six million dollars ($56,000,000.00) during the designation period.

NOW THEREFORE, TRAVIS COUNTY, as of this 25th day of November, 2014, hereby:

1. Nominates ARM, Inc. as an Enterprise Project pursuant to Texas Government Code, Section 2303.4051(c) (3); and
2. Finds that ARM, Inc. meets the criteria of the Act to be designated as an Enterprise Project; and
3. Finds that ARM, Inc. meets the requirements of the Act to be a qualified business; and
4. Finds that there has been and will continue to be a high level of cooperation between public, private and neighborhood entities in the area in furthering economic development in the area; and
5. Finds that the designation of ARM, Inc. as an Enterprise Project will contribute significantly to the achievement of the plans of Travis County for development and revitalization of the area; and
6. Submits this Nomination with the required nonrefundable $750 application fee; and
7. Certifies that the contents of this Order are, to the best of its knowledge, true and correct.

TRAVIS COUNTY COMMISSIONERS COURT

_____
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

EXHIBIT 1
ECONOMIC ANALYSIS OF PLANS

1. Number of employment positions in existence at ARM, Inc. on the 91st day before the application deadline: 342

2. Number of new permanent jobs ARM, Inc. commits to create during the designation period: 150

3. Number of permanent jobs ARM, Inc. commits to retain during the designation period:

Job Category	Positions	Base Wage Range
Executive	75	$130K - $300K
Manager	30	$50K - $225K
Supervisor	15	$150 - $250K
Staff	205	$30K - $300K
Entry Level	17	$40K - $110K

4. Amount of investment to be made by ARM, Inc. $56 Million

5. Description of the projected schedule for activity:
ARM, Inc. commits to make capital investment in Travis County on the following schedule:

2014	$8,500,000.00
2015	$12,800,000.00
2016	$4,300,000.00
2017	$15,600,000.00
2018	$14,900,000.00
*Total	$56,100,000.00

*Amount of capital may fluctuate each year; however, total capital expenditures are expected to be $56 Million over the next five years.

6. Description of local effort by County, ARM, Inc. and other affected entities to develop and revitalize the jurisdiction of the County:

Both Travis County and the City of Austin have procedures in place to provide services, incentives and regulatory relief authorized by law and to negotiate with ARM, Inc. and with other local groups or businesses to achieve the public purposes of the Texas Enterprise Zone Act, Texas Government Code, Chapter 2303 ("Act"). County policies are more fully described in Exhibit 2 of this Order.

EXHIBIT 2
IDENTIFICATION AND SUMMARIZATION OF LOCAL INCENTIVES

	Name of Incentive	Description of Incentive
1	Tax Increment Financing	Travis County has and may offer incentives under the Tax Increment Financing Act for redevelopment and community projects.
2	Freeport Exemption	The Constitution allows Travis County to exempt certain types of tangible personal property from ad valorem taxes.
3	Homestead Exemption	Travis County does provide for the maximum homestead exemption allowed by law
4	Building Code Exemptions	Certain building code exemptions may be allowed to expedite the development process through Travis County Transportation and Natural Resources Department (TNR)
5	Streamlined Permitting	The County may allow permit applications and supporting materials to be tendered to one department for distribution to the appropriate County departments
6	Fire and Police Protection	Safety and protection of County residents is provided through the Travis County Sheriff's Department, the Austin Fire Department and local Emergency Services Districts, and the Austin/Travis County Emergency Services Department.
7	Community Crime Prevention Programs	The Travis County Sheriff's Department and Austin Police Department provide various crime prevention programs in conjunction with other local entities
8	Capital Improvements in Water and Sewer Facilities	Travis County can provide resources for capital improvement plans related to water and sewer services through Travis County TNR
9	Road Repair	Travis County provides road and bridge maintenance in rural Travis County through TNR; the City of Austin provides these services within the City of Austin
10	Housing Rehabilitation and Purchase Programs	Travis County, through the County or various County Corporations, provides programs including funding for home purchase and weatherization repairs
11	Dispute Resolution	The County has contract(s) with non-profit(s) to provide certain dispute resolution services
12	Promotion and Marketing	Travis County benefits from the promotion and marketing services provided through the Greater Austin Chamber of Commerce and the Austin Economic Growth and Redevelopment Services Office
13	Job Training and Employment Services	Travis County participates with the Workforce Solutions - Capital Area Workforce Board and other non-profit agencies to provide workforce training and employment services, retraining programs and literacy programs.
14	Creation or Improvement of Parks	Creation, improvement and maintenance of County parks is provided through TNR
15	Special Public Transportation	Travis County contracts with non-profits to provide certain transportation to eligible county residents
16	Tax Incentives	Travis County has and may offer incentives under the Chapter 381, Texas Local Government Code, for redevelopment and community projects.

Travis County and ARM Inc. agree that no incentives have been granted or promised to ARM Inc. related to this nomination as an Enterprise Zone Project.

EXHIBIT 3

COPIES OF PUBLIC NOTICES

The Travis County Commissioners Court will conduct a public hearing on November 18, 2014, at 9:00 A.M. at the Commissioners Courtroom, on the first floor of the Travis County Administration Building at 700 Lavaca St, Austin, Texas, to consider comments concerning the adoption of an order, to nominate ARM, Inc. as an Enterprise Project, and an order to identify and summarize available local incentives. ARM, Inc. is requesting approval of their request for nomination under the statutory provisions related to job retention and capital investment. The hearing will include discussion of any tax or other incentives which might be available to the Texas Enterprise Zone Program under existing Travis County policy, but which are not currently proposed for the ARM, Inc. project, and consideration of the nomination of ARM Inc., located at 3711 S. Mopac Expressway Austin, Texas, to the Office of the Governor as a Texas Enterprise Project. All interested parties are encouraged to attend and present their views. For additional information, contact the office of the Honorable Judge Samuel T. Biscoe (512-854-9555).

EXHIBIT 4

CERTIFIED COPY OF ORDER IDENTIFYING AND SUMMARIZING LOCAL INCENTIVES

(to be provided upon availability)

EXHIBIT 5

TRANSCRIPT OF PUBLIC HEARING

(to be provided upon availability)

EXHIBIT 6

DOCUMENTATION OF EMPLOYMENT

Existing Jobs at ARM, Inc. at the Travis County site:

Job Category	Positions	Base Wage Range
Executive	75	$130K - $300K
Manager	30	$50K - $225K
Supervisor	15	$150 - $250K
Staff	205	$30K - $300K
Entry Level	17	$40K - $110K

Demographics of ARM, Inc. Employees at the Qualified Business Site in Travis County: [optional]

Subject	Percent
White	
Hispanic or Latino	
Black or African American	
Asian	
Some other race	
Two or more races	
American Indian and Alaska Native	

Existing Jobs at Other Texas Locations:

City	Number of Jobs
Plano	11

EXHIBIT 7

OFFICIAL CENSUS MAP
WITH LOCATION OF ARM Inc.

Address: 5707 Southwest Pkwy.
Austin, TX 78735-6219

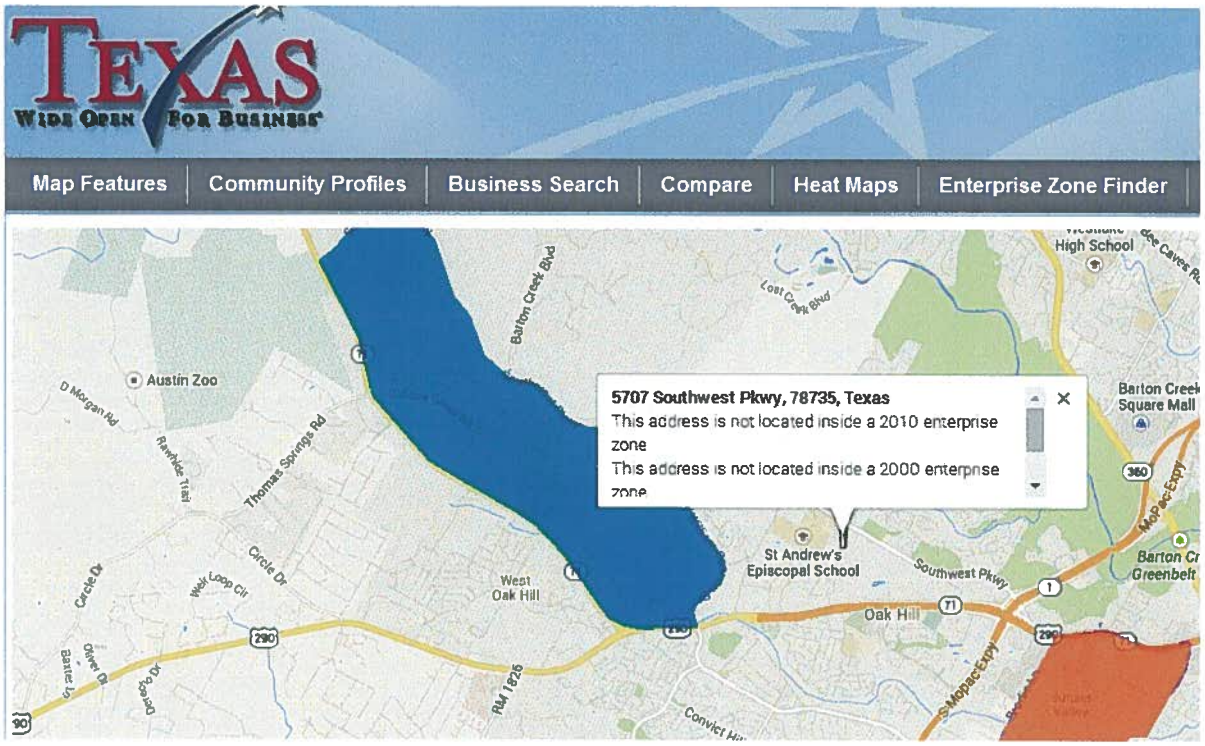


EXHIBIT 8

DESCRIPTION OF EFFORT OF TRAVIS COUNTY TO ACHIEVE DEVELOPMENT AND REVITALIZATION OF AREA AND IMPACT OF ENTERPRISE PROJECT ON EFFORT

Travis County provides incentives and programs as described in Exhibit 2 in order to encourage and assist in the development and revitalization of areas of Travis County which include economically disadvantaged residents and/or which include severely distressed areas of the County.

By making the planned capital investment in the business, ARM, Inc. will continue to provide a valuable tax base for the County. By retaining the 342 jobs now existing at ARM Inc.'s Travis County site, and creating 150 new jobs, employment will be provided and those employees will be able to continue to contribute to the economy of Travis County.

ORDER IDENTIFYING AND SUMMARIZING LOCAL INCENTIVES RELATED TO THE TEXAS ENTERPRISE ACT

WHEREAS, Travis County has the authority to nominate qualified businesses for status as a Texas Enterprise Zone project pursuant to Texas Government Code, Chapter 2303 ("the Act");

WHEREAS, the Act requires Travis County, before nominating the project or activity of a qualified business for designation as an enterprise project, to, by ordinance or order, identify and summarize briefly any local incentives available;

WHEREAS, Travis County, in its desire to assist businesses in severely distressed areas of the County and provide incentives to induce private investment, and to assist Travis County residents, has developed a variety of programs and incentives to support those efforts.

NOW THEREFORE, this _____ day of _____, 20_____, the Travis County Commissioners Court issues this Order recognizing the local incentive programs available as listed in Exhibit 1 to this Order.

TRAVIS COUNTY COMMISSIONERS COURT

_____
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

EXHIBIT 1
IDENTIFICATION AND SUMMARIZATION OF LOCAL INCENTIVES

	Name of Incentive	Description of Incentive
1	Tax Increment Financing	Travis County has and may offer incentives under the Tax Increment Financing Act for redevelopment and community projects.
2	Freeport Exemption	The Constitution allows Travis County to exempt certain types of tangible personal property from ad valorem taxes.
3	Homestead Exemption	Travis County does provide for the maximum homestead exemption allowed by law
4	Building Code Exemptions	Certain building code exemptions may be allowed to expedite the development process through Travis County Transportation and Natural Resources Department (TNR)
5	Streamlined Permitting	The County may allow permit applications and supporting materials to be tendered to one department for distribution to the appropriate County departments
6	Fire and Police Protection	Safety and protection of County residents is provided through the Travis County Sheriff's Department, the Austin Fire Department and local Emergency Services Districts, and the Austin/Travis County Emergency Services Department.
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10	Housing Rehabilitation and Purchase Programs	Travis County, through the County or various County Corporations, provides programs including funding for home purchase and weatherization repairs
11	Dispute Resolution	The County has contract(s) with non-profit(s) to provide certain dispute resolution services
12	Promotion and Marketing	Travis County benefits from the promotion and marketing services provided through the Greater Austin Chamber of Commerce and the Austin Economic Growth and Redevelopment Services Office
13	Job Training and Employment Services	Travis County participates with the Workforce Solutions - Capital Area Workforce Board and other non-profit agencies to provide workforce training and employment services, retraining programs and literacy programs.
14	Creation or Improvement of Parks	Creation, improvement and maintenance of County parks is provided through TNR
15	Special Public Transportation	Travis County contracts with non-profits to provide certain transportation to eligible county residents
16	Tax Incentives	Travis County has and may offer incentives under the Chapter 381, Texas Local Government Code, for redevelopment and community projects.

OFFICE OF THE GOVERNOR
ECONOMIC DEVELOPMENT & TOURISM

RICK PERRY
GOVERNOR

TEXAS ENTERPRISE ZONE PROGRAM
FREQUENTLY ASKED QUESTIONS

What is an enterprise zone?

Any block group within the State of Texas that has a poverty rate of 20% or more, as determined by the U.S. Census Bureau during each decennial census is a state enterprise zone. The block group will remain an enterprise zone until it no longer qualifies, as a result of a subsequent decennial census.

Any distressed county in Texas is an enterprise zone. A county is considered to be a distressed county if it has a poverty rate above 15.4 percent based on the most recent decennial census; in which at least 25.4 percent of the adult population does not hold a high school diploma or high school equivalency certificate based on the most recent decennial census; and that has an unemployment rate that has remained above 4.9 percent during the preceding five years, based on Texas Workforce Commission data.

Any federally designated empowerment zone, enterprise community or renewal community is also a State enterprise zone, for the duration of the federal designation.

It is the purpose of the Texas Enterprise Zone Act to establish a process that clearly identifies distressed areas and provides incentives by both local and state government to induce private investment in those areas by the provision of tax incentives and economic development program benefits. Under this program, economic development is encouraged by allowing enterprise projects to be designated outside of an enterprise zone, with a higher threshold of hiring economically disadvantaged or enterprise zone residents. The purpose of these sections is to provide standards of eligibility and procedures for designation of applications for qualified businesses as enterprise projects.

Who may participate in the program?

Any municipality or county in the State of Texas may participate in the program, whether they have an enterprise zone within their jurisdiction or not.

How do I determine in what block group I am located?

You can access the U.S. Census Bureau web site to determine what block group a particular address is in. The web address is http://factfinder.census.gov/servlet/ReferenceMapFramesetServlet?_bm=y&-_lang=en.

How do I determine if my block group qualifies as an enterprise zone?

The Governor's Office, through the Economic Development Bank (Bank), has published on its website the areas that qualify as an enterprise zone as either a qualifying block group or a distressed county. The website can be accessed at http://www.governor.state.tx.us/divisions/ecodev/ed_bank/enterprise_zone. If your block group is not listed, it does not qualify as an enterprise zone.

How does a municipality or county participate in the program?

The municipality or county must nominate a qualified business as an enterprise project by an ordinance or order as applicable. The ordinance or order must establish the local incentives being offered to the business seeking enterprise project designation. Local incentives may be established for all zone areas separately or individually, as well as areas of the jurisdiction outside of a zone area. The ordinance or order must state by position, who will act as liaison for the local program with the state, and nominate the qualified business for enterprise project status. Subsequent project nominations may be done by resolution, if the local incentives offered are the same as outline in the original ordinance or order.

Can a community offer local incentives without an enterprise zone?

Yes. A community can offer certain incentives as allowed by state law. Enterprise zones, however, are simply a means of packaging a number of state and local incentives together to help revitalize a distressed area.

What local incentives are available in an enterprise zone?

Local incentives that may be offered to an expanding or locating business vary. Examples of local incentives that may be offered include tax abatement, a refund of local sales and use taxes, waiver of permitting fees, tax increment financing, transfer of publicly owned buildings at below market cost, and low interest loans.

What is a qualified business?

A qualified business is a person, including a corporation or other entity, that has been certified by the Bank, for purposes of state benefits under the Act, or a governing body for purposes of local benefits, to have met the following criteria:

(A) the person is engaged in, or has provided substantial commitment to initiate the active conduct of a trade or business at a qualified business site; and
(B) at least 25% of the business' new employees are either economically disadvantaged or enterprise zone residents (ED/EZR) if the qualified business site is located in an enterprise zone, or at least 35% of the business' new employees are ED/EZR if the qualified business site is located outside of an enterprise zone; and
(C) a franchise or subsidiary of a new or existing business may be certified by the governing jurisdiction as a qualified business if the franchise or subsidiary is located entirely at the qualified business site and maintains separate books and records of the business activity conducted at the qualified business site.

What is the definition of economically disadvantaged?

An individual who at the time of hire:

(A) was unemployed for at least three months before obtaining employment with a qualified business;
(B) receives public assistance benefits, including welfare payments or food stamps, based on need and intended to alleviate poverty;
(C) is a low-income individual, as defined by Section 101, Workforce Investment Act of 1998 (29 U.S.C. Section 2801(25));
(D) is an individual with a disability, as defined by 29 U.S.C. Section 705(20)(A);
(E) is an inmate, as defined by Section 498.001;
(F) is entering the workplace after being confined in a facility operated by the institutional division of the Texas Department of Criminal Justice or under contract with the Texas Department of Criminal Justice;
(G) has been released by the Texas Youth Commission and is on parole, if state law provides for such a person to be on parole;

(H) meets the current low income or moderate income limits developed under Section 8, United States Housing Act of 1937 (42 U.S.C. Section 1437f et seq.); or
(I) was under the permanent managing conservatorship of the Department of Family and Protective Services on the day preceding the individual's 18th birthday.

What is an enterprise project?

An enterprise project is a business that is nominated by a municipality or county and approved by the bank for state benefits. State incentives include state sales and use tax benefits based on capital investment and jobs created and/or retained during the designation period. The State may designate up to 105 enterprise projects each biennium.

What items purchased are allowable for sales and use tax refund under the Program?

An enterprise project is eligible for a refund of the taxes imposed by the Texas Tax Code on all taxable items purchased for use at the qualified business site related to the project or activity during the designation period.

How many enterprise projects can we have?

Municipalities or counties with a population of 250,000 or more, based on the most recent decennial census, are eligible for up to nine enterprise project designations during a state biennium based upon availability.

Municipalities or counties with a population of less than 250,000 based on the most recent decennial census are eligible for up to six enterprise project designations during a state biennium based upon availability.

How long is an enterprise project designation?

The enterprise project designation is for an expansion or relocation from out-of-state, an expansion, renovation, or new construction, or other property to be undertaken by a qualified business. The designation period is a predetermined period approved by the Bank, with beginning and ending dates for each proposed project or activity. The designation period for an enterprise project may not be for a period of less than one year, nor more than five years from the date on which the designation is made.

What state incentives are available to enterprise projects?

Designated enterprise projects are eligible to apply for state sales and use tax refund on qualified expenditures. The level and amount of refund is related to the capital investment and jobs created at the site.

Level of Capital Investment	Maximum number of jobs allocated	Maximum potential refund	Maximum refund per job allocated
$40,000 to $399,999	10	$25,000	$2,500
$400,000 to $999,999	25	$62,500	$2,500
$1,000,000 to $4,999,999	125	$312,500	$2,500
$5,000,000 to $149,999,999	500	$1,250,000	$2,500
Double Jumbo Project $150,000,000 to $249,999,999	500	$2,500,000	$5,000
Triple Jumbo Project $250,000,000 or more	500*	$3,750,000	$7,500

Each project is limited to a maximum refund of $250,000 per year for five years for a regular enterprise project designation, $500,000 per year for five years for a double jumbo enterprise project and $750,000 per year for five years for a triple jumbo enterprise project. NOTE: a qualified business making a capital investment eligible to apply for a double jumbo enterprise project or a triple jumbo enterprise project must be nominated by the

governing jurisdiction for the elevated designation in the nominating ordinance, order or resolution, as applicable, or the designation will automatically be for a regular enterprise project designation. A double jumbo enterprise project will count as two enterprise project designations against the 105 projects designations allowed statewide and against the four or six allowed for the governing jurisdiction. A triple jumbo enterprise project will count as three project designations for the state as well as the governing jurisdiction.

*A triple jumbo enterprise project must create and/or retain a minimum of 500 jobs.

What constitutes capital investment?

Money paid to purchase capital assets or fixed assets including but not limited to land, buildings, labor used to construct or renovate a capital asset, furniture, manufacturing machinery, computers and software, or other machinery and equipment. Property that is leased under a capitalized lease is considered a qualified capital investment but property that is leased under an operating lease is not considered a qualified capital investment.

NOTE: If using a contractor to construct the facility, a "separated contract" (a contract in which the agreed contract price is divided into separately states prices for materials and labor) must be executed. If a "lump sum" contract is executed, a claim for refund of taxes invoiced to, and paid by a third party, will not qualify for a refund under this Program. Please call the Comptroller of Public Accounts' Office at 1-800-531-5441 ext. 51083 if you have any questions regarding this issue.

What is a qualified employee?

A qualified employee is an employee that works at least 50% of his or her time for the qualified business at the qualified business site.

What is a new permanent job?

A new permanent job is a new employment position created over and above the business' current baseline that provides a qualified employee of a qualified business with employment of at least 1,820 hours of work annually and exists at the qualified business site for at least three years after the date on which a state benefit is received. Seasonal, temporary or part-time jobs are not considered to be new permanent jobs, and therefore are not eligible for state benefit through the program.

What is a retained job?

A retained job is a position that existed with a qualified business on the 91st day prior to the application deadline, that has provided employment to a qualified employee of at least 1,820 hours annually and is retained throughout the designation period, or for at least three years after the date on which a state benefit is received, whichever is longer.

What is a job retention project?

Job retention projects are available under limited circumstances. To qualify for a job retention project, a business must present documentation to the applicant jurisdiction supporting any one of the following circumstances:

(A) that permanent employees will be permanently laid off;
(B) the business will permanently close down;
(C) the business will relocate out of state;
(D) the business is able to employ individuals in accordance with Section 2303.402; or
(E) the business facility has been legitimately destroyed or substantially impaired due to fire, flood, tornado, hurricane, or any other natural disaster and that at least 60 percent of the capital investment is being spent to repair damages resulting from the disaster.

All of the retained jobs must be certified by the Comptroller of Public Accounts before any benefits for jobs can be obtained.

What is an existing job?

An existing job is a full-time position that has existed with a qualified business, which does not qualify for benefit. The current number of existing jobs is used to determine the baseline level of employment at the time of project designation. New jobs which are created 90 days prior to the application deadline through the end of the project designation period qualify for benefit if the baseline jobs are maintained.

Do leased, contract or construction employees qualify for benefit?

No. All employees occupying the new or retained jobs for benefit must be under the direct, full-time and permanent employment of the enterprise project that has received the designation.

How long does it take to obtain an enterprise project designation?

Projects are designated typically eight to ten weeks after the project application deadline, depending on the number of applications received in that quarterly round.

Travis County Commissioners Court Agenda Request

Meeting Date: November 18, 2014
Prepared By/Phone Number: Edith Moreida
Elected/Appointed Official/Dept. Head: Commissioner Margaret J. Gómez
Commissioners Court Sponsor: Commissioner Margaret J. Gómez

AGENDA LANGUAGE:

A. Consider and take appropriate action on a resolution approving an application to create the Central Texas Water Development Corporation and approve the Articles of Incorporation and Bylaws of the Corporation.

B. Consider and take appropriate action on an Interlocal Agreement with Hays County and the City of Leander providing for the creation of the Central Texas Water Development Corporation.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Resolution (Creation of Water Development Corporation)
Resolution Authorizing ILA with Hays County and theCity of Leander
Bylaws of the Central Texas Water Development Board
Articles of Incorporation
Intelocal Agreement

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

DATE: November 18, 2014

TO: Travis County Commissioners Court

FROM: Pix Howell, AICP

Re: Central Texas Water Development Corporation

Requested Motions:

A. Consider and take appropriate action on a resolution approving an application to create the Central Texas Water Development Corporation and approve the Articles of Incorporation and Bylaws of the Corporation.

B. Consider and take appropriate action on an Interlocal Agreement with Hays County and the City of Leander providing for the creation of the Central Texas Water Development Corporation.

Background:

On July 1, 2014 the Commissioners Court heard a discussion regarding the formation of a Central Texas organization that would tackle water related issues for the region. The Court voted to move forward with this effort and since then further meetings and discussions with Commissioners and legal staff have taken place. The initial organization of the Central Texas Water Development Corporation (CTWDC) will consist of Travis County, Hays County and the City of Leander. Other Counties, Cities and public/private entity sponsors will follow.

The CTWDC will initially focus on identifying issues and options that surround water service. From rainwater, surface water, groundwater, conservation, desalinization, and the transmission, recharge and other options and policy that effect water service. The CTWDC can partner with both public and private entities but only Cities or Counties may have Board Seats. Each entity gets one representative with a maximum Executive Board size of 9 members. As the CTWDC grows the Executive Board seats may rotate to offer the greatest opportunity for representation.

RESOLUTION

A RESOLUTION OF THE COMMISSIONERS COURT OF THE COUNTY OF TRAVIS, TEXAS, ACCEPTING A PETITION FOR THE CREATION OF THE "CENTRAL TEXAS WATER DEVELOPMENT CORPORATION" ("CORPORATION"); MAKING FINDINGS OF FACT; APPROVING THE ARTICLES OF INCORPORATION AND BYLAWS OF THE CORPORATION; APPROVING THE DIRECTORS NAMED IN THE ARTICLES; AND PROVIDING FOR RELATED MATTERS.

Whereas, the County of Travis, Texas ("County") will participate in a coalition of local governments and communities of interest for the purpose of educating and informing citizens and local. State and national officials regarding the need to promptly obtain additional water resources, plan for and develop alternative sources including surface water, groundwater, reuse water, and conservation, sufficient to sustain a healthy economy and serve the population increase;

Whereas, counties and incorporated cities are authorized to join together to create a development corporation to perform and serve their respective governmental functions and interests;

Whereas, it is reasonable and necessary for counties, having local communities that will be adversely impacted by the fact that currently available water supplies are not sufficient to support the anticipated future economic and population growth of the area;

Whereas, the Corporation can serve as a vehicle and instrument to educate and encourage state and federal action to obtain the water that is necessary for the near future of the area, and to acquire water and water facilities on behalf of some or all of the sponsoring local governments, and local communities that participate by contract, necessary for their future welfare; and

Whereas, the Corporation will be governed by a board of directors appointed by the sponsoring local governments, and will not have authority to create any debt or financial obligation for or on behalf of any of the members and of any sponsoring local government;

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

Section 1. Finding of Facts. The above and foregoing recitals are incorporated herein as findings of fact.

Section 2. Acceptance of Application. The Application for the creation of the "Central Texas Water Development Corporation" is hereby accepted and approved.

Section 3. Articles and Bylaws Approved. The Articles of Incorporation and the Bylaws of the Central Texas Water Development Corporation spread on the minutes of this meeting are

hereby authorized and approved.

Section 4. Approval of Directors. The directors named in Article VIII of the Articles of Incorporation are hereby approved.

Section 5. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution is adopted was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code.*

Section 6. Effective Date. This resolution is effective upon adoption by the Court.

PASSED AND ADOPTED this the ___ day of _____ 2014

.

County of Travis, Texas

Attest:

_____
Samuel T. Biscoe, County Judge

_____
Dana DeBeauvoir, County Clerk
And Ex-Officio Clerk of the Travis
County Commissioners Court

RESOLUTION

A RESOLUTION OF THE COMMISSIONERS COURT OF THE COUNTY OF TRAVIS, TEXAS, APPROVING AND AUTHORIZING AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE COUNTY OF HAYS, THE COUNTY OF TRAVIS AND THE CITY OF LEANDER, TEXAS; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

Whereas, the County of Travis, Texas ("Travis County") is participating in a coalition of local governments and communities of interest to educate and inform citizens, and local, state and federal officials regarding insufficient water sources being available to provide for the continued economic and population growth of the area, the need to develop additional water sources, and to have the authority to develop and obtain water and water facilities to serve the local governments;

Whereas, cities, counties, municipal utility districts, water control and improvement districts, water supply corporations and related entities are joining together to identify, plan and obtain water action plans, water sources and water facilities;

Whereas, the County of Hays ("Hays County"), Travis County and the City of Leander, Texas ("Leander"), are joining together to serve as the sponsoring local governments and create the Central Texas Water Development Corporation ("Corporation") to serve as a legal entity to promote and encourage immediate actions be taken to obtain additional water resources, and to function in a manner to enable other local governments to become sponsors of the Corporation and permit local governmental entities and communities to participate by contract;

Whereas, the participants in the Agreement (as hereinafter defined) anticipate and expect that other Texas counties and cities will join in and execute Agreements to participate and assist the accomplishment of the purposes of the Corporation and the Agreement; and

Whereas, Hays County, Travis County and Leander are entering into an Interlocal Cooperation Agreement Regarding Creation of the Central Texas Water Development Corporation ("Agreement") as the basis for creating the Corporation to serve multiple local governments;

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

Section 1. Finding of Facts. The above and foregoing recitals are incorporated herein as findings of fact.

Section 2. Approval of Interlocal Agreement. The Interlocal Cooperation Agreement Regarding Creation of the Central Texas Water Development Corporation is hereby authorized and approved.

Section 3. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution is adopted was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code.*

Section 4. Effective Date. This resolution is effective upon adoption by the Court.

PASSED AND ADOPTED this the 18th day of November 2014.

County of Travis, Texas

Attest:

_____
Samuel T. Biscoe, County Judge

_____
Dana DeBeauvoir, County Clerk
And Ex-Officio Clerk of the Travis
County Commissioners Court

BYLAWS
of the
CENTERAL TEXAS WATER DEVELOPMENT CORPORATION

ARTICLE I
PURPOSES

Section 1.01. General Purposes. The Central Texas Water Development Corporation ("Corporation") is organized for the purpose of aiding, assisting, and acting on behalf of the local governments that participate in the Corporation, in the performance of their governmental functions, to promote the common good and general welfare of area within the local governments and neighboring areas, to assist local governments, groups and entities to preserve valuable rights, serve as a legal entity to provide education and information programs regarding the present and future water needs of Central Texas and the State of Texas and the management, use conservation and development of water supplies; to recharge aquifers; to provide, or assist with the development of, plans for obtaining, additional water supplies, including, but not limited to, surface water, groundwater and alternatives for the reuse of water resources, and conservation; and to serve as a legal entity to organize, finance purchase an transfer, or hold, operate and sell, water assets and facilities, and the development and improvement of public water utilities, systems and infrastructure. The Corporation may plan, develop, coordinate, build, finance or otherwise provide facilities to transport water through any county. However, the Corporation shall not have the power to plan, develop, coordinate, build, finance, provide, or otherwise facilitate retail water, wastewater, or other services in a county or city that is a participant in the Corporation without the approval of the governing body of the participating city or county.

Section 1.02. Implementation. The Corporation is also organized to aid, assist and act on behalf of the local governments for the purposes set forth in Article IV of the Articles of Incorporation.

Section 1.03. General Powers and Authority. The Corporation is formed pursuant to the provisions of the Act to assist and act on behalf of the local governments and to engage in activities in the furtherance of the purposes of its creation, and it shall have and may exercise all incorporated under *Subchapter D, Chapt. 431, Tex. Trans. Code* (the "Act"), together with all powers, privileges, authority and functions given by state law to non-profit corporations, including, without limitation, the powers and authority given under *Art. 1396, 1.01 – 50.01, Vernon's Annotated Texas Civil Statutes.* The Corporation is organized and created by the County of Hays, Texas, the County of Travis, Texas, and the City of Leander, Texas (the "Local Governments") pursuant to and in compliance with *Chapt. 394, Tex. Loc. Gov't. Code*, and may accept and admit additional local governments as participants by Interlocal Cooperation Agreement between each such additional participants and the Corporation, upon and after such

additional local governments complying with the requirements of *Subchapter D, Chapt. 431 and Chapt. 394*. The term "Local governments" shall have the meaning given in *Subchapter D, Chapt. 431 and Chapt. 394*, and the defined term "Local Governments" shall mean and include the above named local governments and each additional local government that becomes a participant of the Corporation. The term "Sponsor Participant" shall include those Local Governments named in Articles of Incorporation and local governments that elect to become Sponsor Participants and are approved by the board as a Sponsor Participant, as provided in these Bylaws.

Section 1.04. Additional Powers and Authority. The Corporation shall have all other powers of ta like or different nature not prohibited by law which are available to non-profit corporations in Texas and which are necessary or useful to enable the Corporation to perform the purposes for which it is created, including the power to issue bonds, notes or other obligations, and otherwise exercise its borrowing power to accomplish the Corporation shall not issue bonds, notes or any debt obligation, or by contract undertake a financial obligation, that will not to be funded by funds available, grants, or by binding contractual commitments made by local governments and legal entities to purchase water or increments or portions of the water facilities that are purchased.

Section 1.05. Governmental Body. The Corporation is created as a local government corporation pursuant to the Act and shall be governmental unit within the meaning of *Subdivision (2), Sec. 101.001, Tex. Civ. Prac. & Rem. Code*. The operations of the Corporation are governmental and not proprietary functions for purposes of the Texas Tort Claims Act, *Sec. 101.001 et seq., Tex. Civ. Prac. & Rem. Code.*

ARTICLE II
BOARD OF DIRECTORS

Section 2.01. Appointment, Classes, Powers Number and Terms. All powers of the Corporation shall be vested in the Board of Directors (the "Board"). The Board shall initially consist of three (3) Directors. The Directors of the Board may be increased to up to a maximum of nine (9) Directors. Upon the expiration of the initial term of office of the three Directors, each of the three Sponsor Participants shall appoint one member of its governing body to the Board. Thereafter, from time to time as the terms of those director positions expire each of the Sponsor Participants shall appoint one member of its governing body to the position of Director; provided that, if additional Local Governments become Sponsor Participants in number greater than the number of Director positions then provided, the Board will by lot from time to time, as the term of office of existing Board members expire, select one or more Board member positions that will rotate off the Board and be filled by a member of the governing body, of one or more other Sponsor Participants selected by the Board, appointed by the Sponsor Participant(s) selected.

If any Local Government that is a Sponsor Participant withdraws from its participation as Sponsor Participant, the Board shall afford Local Governments that are of the same category as the Withdrawing Sponsor Participant, e.g. County or incorporated city, and opportunity to be considered to fill the position of the withdrawing Sponsor Participant. If more than one Local Government desires to be considered for the vacated position, the Board, by majority vote, shall elect one of the Local Government candidates as the replacement for the departing Sponsor Participant. The newly elected Sponsor Participant shall then designate a member of its governing body as a Director to serve on the Board and fill the vacated Director position. If no Local Government that is the same category as the withdrawing Sponsor Participant, e.g. county or incorporated city, seeks to be considered to replace the withdrawing Sponsor Participant, the Board may elect a new Sponsor Participant from among any of the Local Governments that ask to be considered for the position; provided further, if no Local Government desires to be considered for the vacant Sponsor Participant position, the Board shall by majority vote fill the vacant Director position by appointing a Director who shall be a member of the governing body of one of the Local Governments.

If the number of Directors is increased to a number of Directors that is greater than the number of Sponsor Participants, or if the number of Director positions is increased to nine (9), the participants that are a County government, but not a Sponsor Participant, shall elect one Director who shall be a member of the governing body of one of the participating Local Governments that is a County, and the participants that are incorporated cities, but not a Sponsor Participant, shall elect one Director who shall be a member of the governing body of one of the participating Local Governments that is an incorporated city; provided that if no County other than a Sponsor Participant becomes a participant in the Corporation, both such Director positions shall be elected and appointed by the Local Governments that are incorporated cities but not Sponsor Participant. In each such election each of the Local Governments voting in such election shall have one vote for each Director election in which they are entitled to vote.

The terms of office of the Directors shall be two years, and the term for each such Director position shall begin on the date a Director is first appointed to the position and such term shall expire two years after the date of the appointment, or until his or her successor is appointed or elected as above provided; provided that if a Director is appointed to fill an unexpired term, the term of the Director shall expire of the expiration date of the term of the Director whose position he or she was appointed to fill. A Director shall be ineligible to continue to serve on the board and the Board position filled by such Director shall be vacant upon the termination of such Director's service as a member of the governing body of a Local Government. Any Director may be removed from office at any time, with or without cause, by the Local Government on whose governing body the Director serves. The number of Directors

may be increased or decreased by an amendment to the bylaws approved by majority vote of the Board and adopted by a majority vote of the Local Government a participants in the Corporation.

If any of the following persons of a Local Government are not serving as a member of the Baard, he or she, or their designee shall be entitled to serve as an ex-officio, non-voting member of the Board: (1) the County Judge; or (2) the City Manager.

Any person designated as an ex-offico member of the Board is entitled to notice of, and to attend, meetings of the Board.

Section 2.02. Meetings of Directors. The Directors may hold their meetings and may have an office and keep the books of the Corporation at such place or places within Central Texas as the Board may from time to time determine; provided, however, in the absence of any such determination, such place shall be the registered office of the Corporation in Austin, Travis County, Texas.

The Board shall meet in accordance with and give notice of each meeting of the Board for the same length of time and in the same manor and location as is required to be given by counties under *Chapt. 551, Tex. Gov't. Code* (the "Open Meetings Act"). An Agenda for each meeting of the Board shall be posted at the County Courthouse of each County in which the County is a participant in the Corporation. An agenda for each meeting of the Board may also be posted at the City Hall of each City in which the City is a participant in the Corporation.

The Corporation, the Board, and any committee of the Board exercising the powers of the Board are subject to *Chapt. 552, Tex. Gov't. Code* (the "Open Records Act")

Section 2.03. Annual Meetings. The annual meeting of the Board shall be held at the time and at the location in designated by the Board, for the purposes of transacting such business as may be lawfully brought before the meeting.

Section 2.04. Regular Meetings. Regular meetings of the Board shall be held at such times and places as shall be designated, from time to time by the Board.

Section 2.05. Special and Emergency Meetings. Special and emergency meetings of the Board shall be held whenever called by the Chair or Secretary of the Board, or by two Directors who are serving terms of office at the time the meeting is called. The Secretary shall give notice of each special meeting in person, by telephone, fax, mail or telegraph at least there (3) days before the meeting to each Director and to the public in compliance with the Open Meetings Act. Notice of each emergency meeting shall also be given in the manner required under *Sec. 551.045, Tex. Loc. Gov't Code.* Unless otherwise indicated in the notice thereof, any and all

matters pertaining to the purposes of the corporation may be considered and acted upon at a special or emergency meeting. At any meeting at which every Director shall be present, even though without any notice, any matter pertaining to the purposes of the Corporation may be considered and acted upon to the extent allowed by the Open Meetings Act. The Secretary is authorized to post and give notices and designate others to post notice of meetings that are prepared by the Secretary, that are called in a manner authorized in these Bylaws.

Section 2.06. Quorum. A majority of the Directors holding office shall constitute a quorum for the consideration of matters pertaining to the purposes of the Corporation. If at any meeting of the board there is less than a quorum present, a majority of Directors present may adjourn the meeting from time to time. The act of a majority of the Directors holding office shall constitute the act of the Board, unless the vote of a greater number is required by law, the Articles of Incorporation, or by theses Bylaws.

A Director who is present at a meeting of the Board at which any corporate action is taken shall be presumed to have assented to such action unless his dissent is entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to Directors voting in favor of the action.

Section 2.07. Conduct of Business. At the meeting of the Board, agenda items shall be considered in such order as from time to time the Board may determine.

At all meetings of the Board, the Chair shall preside, and in the absence of the Chair, the Vice Chair shall preside. In the absence of the Chair and Vice Chair, a chairperson for the meeting shall be chosen from among the Directors present.

The Secretary of the Corporation shall act as secretary of all meetings of the Board, but in the absence of the Secretary, the presiding officer may appoint any qualified person to act as secretary of the meeting; provided that a member of the staff of any Local Government may be designated to take, record and prepare the minutes of the meeting.

Section 2.08. Executive Committee, Other Committees. The Board may, by resolution adopted by the affirmative vote of at a majority of the Directors, designate two (2) or more Directors to constitute an executive committee or other type of committee. Such committee may consist of other persons representing parties that are participating in the Corporation. A committee shall acct in the manner provided in the authorizing resolution. Each committee so designated shall keep regular minutes or the transactions of its meetings, cause such minutes to

be recorded in books kept for the purpose in the office of the Corporation, and shall report the same to the Board from time to time. Committees shall have advisory powers and shall not be authorized to exercise the powers of the Board.

Section 2.09. Compensation of Directors. Directors, as such, shall not receive any salary or compensation for their services as Directors; provided that nothing contained herein shall be construed to preclude any Director from receiving reimbursement for expenses reasonably incurred in performing the duties of Director.

Section 2.10. Director's Reliance on Consultant Information. A Director Shall not be liable if, while acting in good faith and with ordinary care, he or she relies on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Corporation or another person, that were prepared or presented by:

(a) one or more other officers or employees of the Corporation, or any ex-officio member of the Board;

(b) legal counsel, public accountants, or other persons employed or otherwise retained by the Board, as to matters the officer reasonably believes are within the person's professional or expert competence; or

(c) a Board committee of which the Director is not a member.

ARTICLE III
OFFICERS

Section 3.01. Titles and Terms of Office. The officers of the Corporation shall be a Chair of the Board, a vice chair of the Board, and a corporate secretary/treasurer. The officers of the Corporation may include a president, one or more vice presidents, and such other officers as the Board may from time to time elect or appoint. One person may hold more than one office, except that neither the Chair of the Board nor the President shall hold the office of Secretary. The term of office for each officer shall be one year commencing with the date of the annual meeting of the Board at which each such officer is elected or appointed by the Board. The Chair is elected annually, by majority vote of the Directors then holding office, to serve a one year term of office. The authorization for president and vice president does not require the creation of such offices.

Officers elected or appointed by the Board shall be subject to removal by the Board at any time, with or without cause, by a majority vote of not less than three Directors.

A vacancy in the office of any officer elected or appointed by the Board shall be filled by the Board.

Section 3.02. Powers and Duties of the Chairperson. The Chair shall be a member of the Board and shall preside at all meetings of the Board. He or she shall have such duties as are assigned by the Board, and not inconsistent with state law. The Chair may call special or emergency meetings of the Board.

Section 3.03. Powers and Duties of the Vice Chair. The Vice Chair shall be a member of the Board. The Vice Chair shall perform the duties and exercise the powers of the Chair upon the Chair's death, absence, disability, or resignation, or upon the Chair's inability to perform the duties of office. Any action taken by the Vice Chair in the performance of the duties of the Chair shall be conclusive evidence of the absence or inability to act of the Chair at the time of such action.

Section 3.04. Powers and Duties of the President. The President shall be the principal executive officer of the Corporation and, subject to the Board, he or she shall be in general charge of the properties and affairs of the Corporation. In furtherance of the purposes of the Corporation and subject to the limitations contained in the Articles of Incorporation, the President, Chair, or Vice Chair may sign and execute all bonds, notes, deeds, conveyances, franchises, assignments, mortgages, notes, contracts and other obligations in the name of the Corporation. The Chair shall perform the duties of the President until such time, if any, that such office is budgeted, created and filled by Board appointment.

Section 3.05. Vice Presidents. A Vice President shall have such powers and duties as may be assigned to him or her by the Board or the President, including the performance of the duties of the President upon the death, absence, disability, or resignation of the President, or upon the President's inability to perform the duties of his or her office. Any action taken by the Vice President in the performance of the duties of the President shall be conclusive evidence of the absence or inability to act of the President at the time of such action.

Section 3.06. Treasurer. The Treasurer shall have custody of all the funds and securities of the Corporation, which come into his or her hands. When necessary or proper, he or she may endorse, on behalf of the Corporation, for collection, checks, notes other obligations and shall deposit the same to the credit of the Corporation in such bank or banks or depositories as shall be designated in the manner prescribed by the Board; he or she may sign all receipts and vouchers for payments made to the Corporation, either alone or jointly with such other officer as is designated by the Board; whenever required by the Board, he or she shall render a statement of each account; he or she shall enter or cause to be entered regularly in the books of the Corporation to be kept by him or her for that purpose full and accurate accounts of all moneys

received and paid out on account of the Corporation; he or she shall perform all acts incident to the position of Treasurer subject to the control of the Board; and he or she shall; if required by the Board, give such bond for the faithful discharge of his or her duties in such form as the Board may require. With Board approval the Treasurer may contract with any Local Government to maintain such books, accounts and records, subject to the Treasurer's on-going review and approval.

Section 3.07. Secretary. The Secretary shall keep the minutes of all meetings of the Board in books provided for that purpose; he or she shall attend to the giving and serving of all notices; in furtherance of the purposes of the Corporation and subject to the limitations contained in the Articles of Incorporation, he or she may sign with the President in the name of the Corporation and/or attest the signatures thereof, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation; he or she shall have charge of the Corporation's books, records, documents and instruments, except the books of account and financial records and securities of which the Treasurer shall have custody and charge, and such other books and papers as the Board may direct, all of which shall at all reasonable times be open to the inspection of any Director upon application at the office of Corporation during business hours; and, he or she shall in general perform all duties incident to the office of Secretary subject to the control of the Board. With Board approval the Secretary may contract with a Local Government to maintain the minutes, books and records of the Corporation, subject to the Secretary's on-going review and approval. The Board may contract with a Local Government and, as authorized by such contract, appoint one or more employees of the Local Government as an Assistant Secretary. The Board may designate qualified persons to function as an Assistant Secretary(s).

Section 3.08. Compensation. Officers may be entitled to receive compensation for personal services that are necessary and reasonable in carrying out the Corporation's purposes as the Board may from time to time determine, provided, that in no event shall the salary or compensation be excessive. Board members, even in their capacity as officers, are not entitled to compensation except as otherwise provided in Article II, Section 9.

Section 3.09. Officer's Reliance on Consultant Information. In the discharge of a duty imposed or power conferred on an officer of the Corporation, the officer may in good faith and with ordinary care rely on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Corporation or another person, that were prepared or presented by:

(a) one or more other officers or employees of the Corporation, or any ex-officio member or the Board;

(b) legal counsel, public accounts, or other persons employed otherwise retained by the Board, as to matters the officer reasonably believes are within the person's professional or expert competence; or

(c) a Board committee.

ARTICLE IV
PARTICIPATION AND ASSESSMENTS

Section 4.01. Participation in the Corporation. The Sponsor Participants have elected to participate in the Corporation and have executed an Interlocal Cooperation Agreement by and among the three (3) Sponsor Participants. Other counties and incorporated cities may become Local Governments, participate in the Corporation and have the right to vote on issues for which such vote is provided for in the Articles of Incorporation and these Bylaws, by entering into an Interlocal Cooperation Agreement with Corporation. Local governments and quasi-governmental entities; other than counties and incorporated cities, eligible to enter into Interlocal Cooperation Agreement, may become non-voting participants by entering into an Interlocal Cooperation Agreement with the Corporation Agreement may participate in the corporation by executing a statement approved by the Board. The Sponsor Participants and other Local Governments (counties and incorporated cities that participate in the Corporation) shall be entitled to vote on all issues on which a vote of the participants is provided for in the Articles of Incorporation or these Bylaws. Representatives of participants that are not Local Governments shall be eligible to serve on any committee or advisory group established by the Board. A participant may withdraw from participation in the Corporation, or decrease its level of participation in the establishing participation in the Corporation, by giving written notice to the Board as provided in the applicable document establishing participation. If a Sponsor Participant withdraws as a member, or decreases its level of participation in the Corporation, the corresponding position on the Board will be filled by Board appointment of a Local Government in the same category as the Sponsor Participant being replaced, i.e. an incorporated city or county that commits to participating at the level required of a Sponsor Participant; provided that, if no eligible Local Government accepts the position, the resulting vacant Board position will be filled by election among the Local Government participants that are in the same category as the withdrawing Sponsor Participant.

Section 4.02. Levels of Participation. There shall be three categories or levels of participation in the Corporation, as provided in this Article IV, for the purpose of assisting the Corporation to Accomplish the purposes of the Corporation. The levels of participation are as follows:

(a) **Sponsor Participants.** The Sponsor Participants shall be as defined in the Articles of Incorporation and these Bylaws. Additional Local Governments that commit to meet and

comply with the duties and obligations of Sponsor Participants, as established from time to time, may become sponsor participants upon approval by the Board.

(b) **Local Government Participants.** As required by statute, the Local Government participants shall be limited to counties and incorporated cities. All Texas counties and cities are eligible to become Local Government Participants.

(c) **Supporting Participants.** Participants in this level will include governmental entities, other than counties and cities, quasi-governmental entities, private sector entities, associations, organizations and businesses that participate in the Corporation and support the purposes and causes for which the Corporation was created.

4.03. Revenues and Assessments. The Board may accept grants, gifts and contributions to assist with the funding of the expenses, business, programs and purposes of the Corporation. The Board may further establish from time to time a schedule of annual fees and assessments to be paid by participants in the Corporation. Such proposed fees and assessments may be set for and vary with respect to multiple categories of participants within each level of participation, e.g. based on population and other factors, provided that the schedule of fees when originally adopted and thereafter amended shall be approved by majority vote of the Local Governments then participating in the Corporation.

ARTICLE V
MISCELLANEOUS PROVISIONS

Section 5.01. Fiscal Year. The fiscal year of the Corporation shall begin October 1st of each year; provided the first fiscal year shall begin December 1, 2014, and end September 30, 2014.

Section 5.02. Seal. The seal of the Corporation shall be such as is approved by the Board from time to time.

Section 5.03. Notice and Waiver of Notice. Whenever any notice other than public notice of a meeting given to comply with the Open Meetings Act, is required to be given under the provisions of these Bylaws, such notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper addressed to the person entitled thereto at his or her post office address, as it appears on the books of the Corporation, and such notice shall be deemed to have been given on the day of such mailing. A waiver of notice signed by the person or persons entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to thereto.

Section 5.04. Resignations. Any Director or officer may resign at any time. Such resignations shall be made in writing and shall take effect at the time specified therein, or, if not time be specified, at the time of its receipt by the President or Secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 5.05. Gender. References herein to the masculine gender shall also refer to the feminine in all appropriate cases and vice versa.

Section 5.06. Appropriations and Grants. The Corporation shall have the power to request and accept any appropriation, grant, contribution, donation, or other form of aid from and federal or state agency, political subdivision, municipality, or any other source.

ARTICLE VI
INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 6.01. Right to Indemnification. Subject to the limitations and conditions provided in this Article V and the Articles of Incorporation, each person who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative (hereinafter a "proceeding"), or any appeal in such a proceeding or any inquiry or investigation that could lead to such a proceeding, by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a Director or officer of the Corporation or while a Director or officer of the Corporation is or was serving at the request of the Corporation as a director, officer, partner, venture, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise shall be indemnified by the Corporation to the fullest extent permitted by the Texas Non-Profit Corporation Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provided broader indemnification rights than said law permitted the Corporation to provided prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable expenses (including, without limitation, attorneys' fees) actually incurred by such person in connection with such proceeding, and indemnification under this Article V shall continue as to a person who has ceased to serve in the capacity which initially entitled such person to indemnity hereunder. The rights granted pursuant to this Article V shall be deemed contract rights, and no amendment, modification or repeal of this Article V shall have the effect of limiting or denying any such rights with respect to actions taken or proceedings arising prior to any such amendment, modification or repeal. It is expressly acknowledged that the indemnification provided in this Article V could involve indemnification for negligence or under theories of strict liability. It is further provided that this provision shall not be construed as a waiver of any immunity,

exemption or defense any such Director or officer may have at law or in equity, including, but not limited to, those available under the Act or pursuant to *Sec. 101.001 et seq., Tex. Civ. Prac. & Rem. Code*; provided that a Director or officer shall not be entitled to indemnification for his or her intentional wrongful actions.

Section 6.02. Advance Payment. The right to indemnification conferred in this Article V shall include the right to be paid in advance or reimbursed by the Corporation for the reasonable expenses incurred by a person of the type entitled to be indemnified under Section 5.01 who was, is or is threatened to be made named defendant or respondent in a proceeding in advance of the final disposition of the proceeding and without and determination as to the person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by any such person in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of a written affirmation by such Director of officer of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under this Article V and a written undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under this Article V or otherwise.

Section 6.03. Indemnification of Employees and Agents. The Corporation, by adoption of a resolution of the Board, may indemnify and advance expenses to an employee or agent of the Corporation to the same extent and subject to the same conditions under which it may indemnify and advance expenses to Directors and officers under this Article V.; and the Corporation may indemnify and advance expenses to persons who are not or were not Directors, officers, employees or agents of the Corporation but who ae or were serving at the request of the Corporation as a Director, officer, partner, venture, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any liability asserted against him or her and incurred by him or her in such a capacity or arising out of his or her status as such a person to the same extent that it may indemnify and advance expenses to Directors under this Article V.

Section 6.04. Appearance as a Witness. Notwithstanding any other provision of this Article V, the Corporation may pay or reimburse expenses incurred by a Director, officer or employee in connection with his or her appearance as a witness or other participation in a proceeding involving the Corporation or its business at a time when he or she is not a named defendant or respondent in the proceeding.

Section 6.05. Non-exclusivity of Rights. The right to indemnification and the advancement and payment of expenses conferred in this Article V shall not be exclusive of any other right which a Director or officer or other person indemnified pursuant to Section 3 of this Article V

may have or hereafter acquire under any law (common or statutory), provision of the Articles of Incorporation of the Corporation or these Bylaws, agreement, vote of shareholders or disinterested Directors or otherwise.

Section 6.06. Insurance. The Corporation may purchase and maintain insurance, at its expense, to protect itself and any person who is or was serving as a Director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a Director, officer, partner, venture, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, join venture, proprietorship, employee benefit plan, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under this Article V.

Section 6.07. Notification. Any indemnification of or advance of expenses to a Director or officer in accordance with this Article V shall be reported in writing to the members of the Board with or before the notice of the next regular meeting of the Board and, in any case, within the calendar quarter immediately following the date of the indemnification or advance.

Section 6.08. Savings Clause. If this Article V or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify and hold harmless each Director, officer or any other person indemnified pursuant to this Article V as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal administrative or investigative, to the full extent permitted by any applicable portion of this Article V that shall not have been invalidated and to the fullest extent permitted by law.

ARTICLE VII
PROVISIONS RELATING TO MINORITY CONTRACTING

Section 7.01. Disadvantaged Business Certification. The Corporation shall attempt to stimulate the growth of disadvantaged businesses by encouraging the full participation of disadvantaged businesses in all phases of its procurement activities and affording those disadvantaged businesses a full and fair opportunity to compete for Corporation contracts.

ARTICLE VIII
CODE OF ETHICS

Section 8.01. Policy and Purposes.

(a) It is the policy of the Corporation that Directors, officers and employees conduct themselves in a manner consistent with sound business and ethical practices; that the

public interest always be considered in conducting corporate business; that the appearance of impropriety be avoided to ensure and maintain public confidence in the Corporation; and that the Board establish policies to control and manage the affairs of the Corporation fairly, impartially, and without discrimination.

(b) This Code of Ethics has been adopted as part of the Corporation's Bylaws for the following purposes:

a. To encourage high ethical standards in official conduct by Directors and corporate officers; and
b. To establish guidelines for such ethical standards of conduct.

(c) The Directors, officers and employees of the Corporation shall further be subject to the ethics and conflicts provisions set forth in *Chapts. 171 and 176, Tex. Loc. Gov't. Code.*

Section 8.02. Conflicts of Interest.

(a) Except as provided in subsection (c), a Director of officer is prohibited from participating in a vote, decision, or award of a contract involving a business entity or real property in which the director or the officer has a substantial interest, if it is foreseeable that the business entity or real property will be economically benefited by the action. A person has a substantial interest in a business (i) if his or her ownership interest is ten percent or more of the voting stock or shares of the business entity or ownership of $15, 000 or more of the fair market person's gross income. A person has substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of $2,500 or more. An interest of a person related in the second degree by affinity or the third degree by consanguinity to a Director or officer is considered a substantial interest.

(b) If a Director or a person related to a Director in the first or second degree by affinity or the first, second, or third degree by consanguinity has a substantial interest in a business entity or real property that would be pecuniarily affected by any official action taken by the Board, such Director, before a vote or decision on the matter, shall file an affidavit stating the nature and extent of the interest. The affidavit shall be filed with the Secretary of the Board.

(c) A Director who has substantial interest in a business entity that will receive a pecuniary benefit from an action of the board may vote on that action if a majority of the Board has a similar interest in the same action or if all other similar business entities in the Corporation will receive a similar pecuniary benefit.

(d) An employee of a public entity may serve on the Board.

Section 8.03. Acceptance of Gifts. No Director or officer shall accept any benefit as consideration for any decision, opinion, recommendation, vote or other exercise of discretion in carrying out official acts for the Corporation. No Director or officer shall solicit, accept, or agree to accept any benefit from a person known to be interested in or likely to become interested in any contract, purchase, payment, claim or transaction involving the exercise of the Director's or officer's discretion. As used here, "benefit" does not include:

(a) A fee prescribed by law to be received by a Director of officer or any other benefit to which the Director or officer is lawfully entitled or for which he gives legitimate consideration in a capacity other than as a Director or officer;

(b) A gift or other benefit conferred on account of kinship or a personal, professional, or business relationship independent of the official status of the Director or officer;

(c) An honorarium inconsideration for legitimate services rendered above and beyond official duties and responsibilities:

(1) if not more than one honorarium is received from the same person in a calendar year;

(2) if not more than one honorarium is received for the same services; and

(3) if the value of the honorarium does not exceed $250 exclusive of reimbursement for travel, food, and lodging expenses incurred by the Director or officer in performance of the services;

(d) a benefit consisting of food, lodging, transportation, or entertainment that is accepted after being reported to and approved by the Board.

Section 8.04. Bribery. A Director or officer shall not intentionally or knowingly offer, confer or agree to confer on another, or solicit, accept, or agree to accept from another:

(a) any benefit as consideration for the Director's or officer's decision, opinion, recommendation, vote, or other exercise of discretion as Director or officer;

(b) any benefit as consideration for the Director's or officer's decision, vote, recommendation, or other exercise of official discretion in a judicial or administrative proceeding; or

(c) any benefit as consideration for a violation of a duty imposed by law on the Director or officer.

Section 8.05. Nepotism. No Director or officer shall appoint, or vote for, or confirm the appointment to any office, position, clerkship, employment or duty, or any person related within the second degree by affinity (marriage relationship) or within the third degree of consanguinity (blood relationship) to the Director or officer so appointing, voting or confirming, or to any other Director or officer. This provision shall not prevent the appointment, voting for, or confirmation of any person who shall have be continuously employed in any such office, position, clerkship, employment or duty at least thirty (30) days prior to the appointment of the Director or officer so appointing or voting.

ARTICLE IX
AMENDMENTS

Section 9.01. Amendments. A proposal to alter, amend, or repeal these Bylaws shall be made by the affirmative vote of a majority of the full Board at any annual or regular meeting, or at any special meeting if notice of the proposed amendment be contained in the notice of said special meeting. However, any proposed change or amendment to the Bylaws must be approved by majority vote of the Board of Directors to be effective.

ARTICLES OF INCORPORATION
OF THE
CENTRAL TEXAS WATER DEVELOPMENT CORPORATION

We, the undersigned natural persons, each of whom is eighteen (18) years of age, or more, and one being a qualified voter of the County of Hays, Texas ("Hays County"), one being a qualified voter of the County of Travis, Texas ("Travis County"), and one being a qualified voter of the City of Leander, Williamson County, Texas ("Leander"), acting as incorporators of a corporation incorporated pursuant to *Subchapt. D, Chapt. 431, Tex. Trans. Code* (the "Act"), in compliance with the procedures and requirements of *Chapt. 394, Tex. Loc. Gov't. Code* ("Chapt. 394"), hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I

The name of the corporation is Central Texas Water Development Corporation (the "Corporation").

ARTICLE II

The Corporation is a public non-profit corporation.

ARTICLE III

The period of duration of the Corporation shall be perpetual.

ARTICLE IV

The Corporation may plan, develop, coordinate, build, finance or otherwise provide facilities to transport water through any county. However, the Corporation shall not have the power to plan, develop, coordinate, build, finance, provide, or otherwise facilitate retail water, wastewater, or other services in a county or city that is a participant in the Corporation without the approval of the governing body of the participating city or county. The Corporation is organized for the purpose of aiding, assisting, and acting on behalf of Local Governments, as defined in *Sec. 394.003, Tex. Loc. Gov't. Code* and these Articles, in the performance of their governmental functions to promote the common good, general welfare and future water supply of the Local Governments; to provide education and information programs regarding the present and future water needs of the Local Governments, Central Texas and the State of Texas, the recharge of aquifers, and the management, use, conservation and development of water; to provide, or assist with the development of, plans for obtaining, additional water supplies, including, but not limited to, surface water, groundwater and alternatives for the reuse of water resources, and conservation; and to serve as a legal entity to organize, finance, purchase and transfer, or hold, operate and sell, water facilities; and the development and improvement of public water utilities, systems and infrastructure.

The Corporation is also organized to aid, assist and act on behalf of the Corporation, Local Governments, and publicly controlled entities, to acquire, and to aide and assist governmental and local entities to acquire, water supplies and facilities to produce and transport potable water: and to

(a) acquire, own, hold, improve, use or otherwise deal with real or personal property, or any interest therein, wherever situated, to accomplish its purposes;

(b) plan, develop and coordinate proposals to finance, bid and negotiate for, and purchase water and water facilities;

(c) provide for the operation and maintenance of water systems and facilities as required for the public good; and

(d) transfer, sell and convey to local governments and publicly controlled legal entities water, water systems and facilities that are acquired by the Corporation.

The Corporation may plan, develop, coordinate, build, finance or otherwise provide facilities to transport water through any county. However, the Corporation shall not have the power to plan, develop, coordinate, build, finance, provide, or otherwise facilitate retail water, wastewater, or other services in a county without the approval of the Commissioners Court of that county. The Corporation is formed pursuant to the provisions of the Act to assist and act on behalf of the Local Governments and to engage in activities in the furtherance of the purposes of its creation, and may exercise all of the rights, powers, privileges, authority and functions given to local government corporations incorporated under the Act, together with all the powers, privileges, authority and functions given by state law to non-profit corporations, including, without limitation, the powers and authority given under *Art. 1396, 1.01 - 50.01, VATCS.*

The Corporation shall have all other powers of a like or different nature not prohibited by law which are available to non-profit corporations in Texas and which are necessary or useful to enable the Corporation to perform the purposes for which it is created, including the power to issue bonds, notes or other obligations, and otherwise exercise its borrowing power to accomplish the purposes; provided the Corporation shall not have any authority to issue bonds, notes or any debt obligation, or by contract undertake an obligation that is not to be funded solely by binding contractual commitments made by local governments and legal entities to purchase increments or portions of the water and water and facilities; provided that no bonds, notes or financial obligations of the Corporation shall ever be or become debt obligations of the Local Governments.

The Corporation is created as a local government corporation pursuant to the Act and shall be a governmental unit within the meaning of *Subdivision (2), Sec. 101.001, Tex. Civ. Prac. & Rem. Code*. The operations of the Corporation are governmental and not proprietary functions for purposes of the Texas Tort Claims Act, *Sec. 101.001 et seq., Tex. Civ. Prac. & Rem. Code.*

ARTICLE V

The Corporation shall have no members. The Local Governments that enter into an Interlocal Agreement to participate in the Corporation shall be the voting participants of the Corporation. The sponsoring participants are Hays County, Travis County and Leander ("Sponsor Participants"). Other Local Governments may become participants by entering into an Interlocal Agreement with the Corporation, upon their individually complying with the Act and *Chapt. 394, Tex. Loc. Gov't. Code*.

ARTICLE VI

All powers of the Corporation shall be vested in a Board composed of directors appointed by the Local Governments from among the members of the governing bodies of the Local Governments. The initial board of directors is appointed by the governing bodies of the County of Hays, Texas, the County of Travis, Texas, and the City of Leander, Texas. Each of the Sponsor Participants shall appoint one member of its governing body to the Board and the Board shall initially consist of three (3) directors, and the initial directors of the Corporation ("Director" or "Directors") shall be those persons named in Article VIII. The initial Directors shall serve for the term prescribed in the Bylaws. The number of directors may be increased to up to nine (9) directors as provided in the Bylaws. Subsequent Directors shall have the qualifications required by the Act and additional directors may be appointed as provided in the Bylaws. The Local Government that appoints a Director may remove that Director at any time, without cause.

The Board of Directors shall annually, by majority vote, designate a director to serve as the Chair of the Board. Each Local Government may also appoint a member of the governing body of the Local Government to serve as an ex-officio, non-voting member of the Board. The Corporation Bylaws shall govern all other matters pertaining to the affairs of the Corporation, so long as such Bylaws are not inconsistent with these Articles of Incorporation, or the laws of the State of Texas.

ARTICLE VII

The street address of the initial registered office of the Corporation is 223 West Anderson Lane, Suite A105, Austin, Travis County, Texas, 78752, and the name of its initial registered agent at such address is Barney L. Knight.

ARTICLE VIII

The number of Directors initially constituting the Board is three (3). The names, addresses, and positions of the initial Directors, as approved and appointed by the Local Governments are as follows:

Bert Cobb, M.D., 111 E. San Antonio St., San Marcos, Hays County, Texas, 78666 Position One

Margaret Gomez, 700 Lavaca, Suite 1510, Austin, Travis County, Texas 78701 Position Two

Chris Fielder, 11880 Old 2243 W., # 204, Leander, Williamson County, Texas 78641 Position Three

Each of the foregoing directors resides within the boundaries of one of the Local Governments that is a Sponsor Participant.

ARTICLE IX

The names and street addresses of the incorporators, a majority of which reside within the jurisdictional boundaries of the Local Governments, that is a Sponsor Participant, are as follows:

Larry Jackson, 10904 Jamie Glen Way, Austin, Texas 78753

Herschel P. McCullough, 1415 E. Spoke Hill Drive, Wimberley Texas 78676

James Kent Cagle, 12225 Sidewinder, Leander, Texas 78641

ARTICLE X

The Commissioners Court of Hays County approved these Articles of Incorporation, the Bylaws and the Directors named in Article VIII by resolution set forth in the November 18, 2014, minutes of the Commissioners Court. The Commissioners Court of Travis County approved these Articles of Incorporation, the Bylaws and the Directors named in Article VIII by resolution set forth in the November 18, 2014, minutes of the Commissioners Court. The City Council of Leander approved these Articles of Incorporation, the Bylaws and the Directors named in Article VIII by resolution set forth in the November 20, 2014, minutes of the City Council.

ARTICLE XI

No Director shall be liable to the Corporation for monetary damages for an act or omission in the Director's capacity as a Director, except for liability for (i) any breach of the Director's duty of loyalty to the Corporation, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) any transaction from which the Director received an improper benefit, whether or not the benefit resulted from an act taken within the scope of the Director's office, or (iv) acts or omissions for which the liability of a Director is expressly provided by statute. Any repeal or amendment of this Article by the Directors shall be prospective only, and shall not adversely affect any limitation on the personal liability of a Director existing at the time of such repeal or amendment. In addition to the circumstances in which a Director is not personally liable as set forth in the preceding sentences, in any suit or legal claim regarding or growing out of the duties of the Corporation or the Director, Directors shall have all the legal immunities, privileges and defenses available at law or in equity, and shall have no liability or limited liability to the fullest extent permitted by state law, or any amendment to state law that further limits the liability of a Director.

ARTICLE XII

In accordance with the provisions of *Sec. 501(c)(3), U.S. Internal Revenue Code of 1986*, as amended (the "Code"), and regardless of any other provisions of these Articles of Incorporation or the laws of the State of Texas, the Corporation: (a) shall not permit any part of the net earnings of the Corporation to inure to the benefit of any private individual (except that reasonable compensation may be paid for personal services rendered to or for the Corporation in effecting one or more of its purposes); (b) shall not devote more than an insubstantial part of its activities to attempting to influence legislation by propaganda or otherwise; (c) shall not participate in, or intervene in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office; and (d) shall not attempt to influence the outcome of any election for public office or to carry on, directly or indirectly, any voter registration drives. Any income earned by the Corporation after payment of reasonable expenses, debt, contract obligations with governmental and public purpose legal entities, and establishing a reserve, shall accrue to the Local Governments for application as provided below.

The Local Governments shall, at all times, have an unrestricted right to receive any income earned by the Corporation, exclusive of amounts needed to cover reasonable expenditures, debt, contract obligations and reasonable reserves for future activities. Unless otherwise directed by the Local Governments, any income of the Corporation received by the Local Governments shall be deposited into a special account and used to fund the programs and business of the Corporation and reduce on a pro-rata basis the principal amount of any financial obligations incurred to purchase water and water facilities, and any excess distributed pursuant to Interlocal Cooperation Agreements entered into by the Corporation to accomplish its governmental purpose. No income shall inure to the benefit of any private interests.

If the Board of Directors determines by resolution that the purposes for which the Corporation was formed have been substantially met and all bonds issued by and all obligations incurred by the Corporation have been fully paid, the Board shall execute a certificate of dissolution which states those facts and declares the Corporation dissolved in accordance with the requirements of *Sec. 394.026, Loc. Gov't. Code*, or applicable law then in existence. In the event of dissolution or liquidation of the Corporation, all assets will be turned over to the Local Governments for application as above provided.

ARTICLE XIII

If the Corporation is a private foundation within the meaning of the *Code, Section 509(a)*, the Corporation shall: (a) distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by the *Code, Section 4942*; (b) not engage in any act of self- dealing as defined in the *Code, Section 4941(d)*; (c) not retain any excess business holdings as defined in the *Code, Section 4943(c)*; (d) not make any investments in such manner as to subject it to tax under the *Code, Section 4944*; and (e) not make any taxable expenditure as defined in the *Code, Section 4945(d)*. The Corporation shall to the fullest extent consistent with the accomplishment of its governmental purposes endeavor to operate in a manner to assure it is not a private foundation.

ARTICLE XIV

A majority of the Local Governments may at any time consider and approve an ordinance or order directing the Board to proceed with the dissolution of the Corporation, at which time the Board shall proceed with the dissolution of the Corporation in accordance with applicable state law. The failure of the Board to proceed with the dissolution of the Corporation in accordance with this Section shall be deemed a cause for the removal from office of any or all of the Directors as permitted by Article VI of these Articles of Incorporation.

ARTICLE XV

These Articles may not be amended unless approved by the governing body of all of the Local Governments; provided the Local Governments shall not unreasonably withhold approval of amendments to provide for other local governments to become members of the Corporation.

IN WITNESS WHEREOF, we have hereunto set our hands this __ day of _____, 2014.

_____
Larry Jackson, Incorporator

_____
Herschel P. McCullough, Incorporator

_____
James Kent Cagle, Incorporator

THE STATE OF TEXAS []

COUNTY OF HAYS []

BEFORE ME, the undersigned authority, on this day personally appeared Herschel P. McCullough, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that _he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the____ day of _____, 2014.

(SEAL)

_____
Notary Public-State of Texas

THE STATE OF TEXAS []

COUNTY OF TRAVIS []

BEFORE ME, the undersigned authority, on this day personally appeared Larry Jackson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that _he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the____ day of _____, 2014.

(SEAL)

_____
Notary Public-State of Texas

THE STATE OF TEXAS []

COUNTY OF WILLIAMSON []

BEFORE ME, the undersigned authority, on this day personally appeared James Kent Cagle, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that _he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____, 2014.

(SEAL)

_____
Notary Public-State of Texas

INTERLOCAL COOPERATION AGREEMENT REGARDING CREATION AND OPERATION OF THE CENTRAL TEXAS WATER DEVELOPMENT CORPORATION

THIS INTERLOCAL COOPERATION AGREEMENT REGARDING CREATION AND OPERATION OF THE CENTRAL TEXAS WATER DEVELOPMENT CORPORATION ("Agreement") is entered into and effective as of the 20th day of November, 2014, by and between the COUNTY OF HAYS, TEXAS, whose offices are located at the Hays County Courthouse, 111 East San Antonio Street, San Marcos, Texas 78666 ("Hays County"), the COUNTY OF TRAVIS, TEXAS, whose offices are located at the Travis County Courthouse, 1000 Guadalupe Street, Austin, Texas 78701 ("Travis County"), and the CITY OF LEANDER, TEXAS, whose offices are located at 200 West Willis Street, Leander, Williamson County, Texas 78641-1781 ("Leander"). In this Agreement, Hays County, Travis County, and Leander are sometimes individually referred to as a "Party" and collectively referred to as the "Parties".

RECITALS

WHEREAS, a primary goal of the Central Texas Water Development Corporation (the "Corporation") will be to educate and inform citizens, and local, state and federal officials regarding insufficient water sources being available to provide for the continued economic and population growth of the area, the need to develop additional water options, and to have the authority to recharge aquifers, develop and obtain water and water facilities to serve the local governments;

WHEREAS, the Parties are joining together, and will join together with other counties and cities, municipal utility districts, water control and improvement districts, water supply corporations, business entities, associations, and related entities, to identify, plan and obtain water action plans, water sources and water facilities;

WHEREAS, the Corporation is needed to promote and encourage immediate action be taken to identify additional water options, and to function in a manner to enable other local governments to become sponsors of the Corporation and permit local governmental entities and communities to participate by contract

WHEREAS, the Corporation is being created to enable a coalition of cities, counties, municipal utility districts, and other governmental entities, businesses and citizen organizations to plan for and obtain additional long-term water service for the participating local governments and geographic area;

WHEREAS, the Parties support the immediate creation of the Corporation for use as a legal entity to organize and accomplish the purposes stated herein and in the Articles of Incorporation ; and

WHEREAS, the Corporation will enable the local governments and communities to do all things reasonably necessary to educate, inform, and encourage action by the State and federal governments, and to proceed to plan, develop and purchase water and water facilities, without risk or financial obligation to the participating local governments and communities;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I. CREATION OF THE CORPORATION

The Parties hereby agree to create, establish, operate and participate in the efforts of the Corporation to accomplish the purposes set forth in the Articles of Incorporation.

II. APPROVAL OF ARTICLES, BYLAWS AND DIRECTORS

Each of the Parties hereby authorizes and approves: (a) the Articles of Incorporation of the Corporation attached hereto and incorporated herein for all purposes as Exhibit "A"; (b) the Bylaws of the Corporation attached hereto and incorporated herein for all purposes as Exhibit "B"; and the initial directors of the Corporation listed in Article VIII of the Articles of Incorporation.

III. INTENT OF THE PARTIES

It is the intent of the Parties to work and cooperate with the Corporation, and the local governments and communities to realize the development and availability of the water and water facilities required for the continued economic and population growth of their communities, to: (a) accomplish the purposes of the Corporation; (b) enable local governments to enter into interlocal agreements with the Corporation, and (c) to enable citizens groups, associations, business entities, and others, as appropriate, to further and enable the communities being impacted to accomplish the purposes of the Corporation. The Corporation may plan, develop, coordinate, build, finance or otherwise provide facilities to transport water through any county. However, the Corporation shall not have the power to plan, develop, coordinate, build, finance, provide, or otherwise facilitate retail water, wastewater, or other services in a county without the approval of the Commissioners Court of that county.

IV. FINANCIAL OBLIGATIONS

The Corporation shall have no authority whatsoever to issue any contractual or financial obligation, debt, bonds or notes that shall ever be or become obligations of the Parties, or of any other local government, or other entity that becomes a participant in the Corporation. The Corporation shall have the authority and powers set forth in the Articles of Incorporation, including, but not limited to, the power to issue bonds, notes or other obligations, and otherwise exercise its borrowing power to accomplish its purposes, that are funded solely by participant fees, contributions, grants, revenues, or binding contractual commitments made by local governments and legal entities to purchase increments or portions of the water and water facilities that may be acquired by the Corporation.

V. GENERAL PROVISIONS

5.01. Authority. This Agreement is made in part under the authority conferred in *Chapter 791, Texas Government Code, Chapt. 562, Tex. Loc. Gov't. Code,* and *Section 552.001, Tex. Loc, Gov't. Code.*

5.02 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

5.03. Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement

5.04. Entire Agreement. Except as otherwise expressly provided herein, this Agreement contains the entire agreement of the Parties regarding the Corporation or the water and water facilities referenced herein, and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter. The Parties confirm that further agreements regarding the Corporation and the water and water facilities are contemplated and will not be affected or limited by this Agreement.

5.05. Amendments. Any amendment of this Agreement must be in writing and will be effective only if approved by the governing body and executed by the authorized representatives of each of the Parties.

5.06. Applicable Law and Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Travis County, Texas.

5.07. Notices. Any notices given under this Agreement will be effective if (i) forwarded to the other Party by hand-delivery; (ii) transmitted to the other Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

Hays County:	County Judge Hays County Hays County Courthouse, 111 East San Antonio Street San Marcos, Texas 78666
Travis County:	County Judge Travis County Travis County Courthouse 1000 Guadalupe Street Austin, Texas 78701
Leander:	City Manager City of Leander 200 West Willis Street P. O. Box 319 Leander, Texas 78641-1781

5.08. Force Majeure. Parties shall not be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or due to circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

5.09. Counterparts. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

5.10 Term. The initial term of this Agreement shall be from the Effective Date hereof until September 30, 2015. Thereafter, this Agreement shall automatically renew for successive one year periods beginning on October 1, 2015 and on each October 1st thereafter; provided however, either Party hereto shall have the option of terminating this Agreement upon 90 days written notice to the other Parties.

COUNTY OF HAYS, TEXAS

Attest:

By:_____
Bert Cobb, M.D., County Judge

_____
Liz Q. Gonzalez, County Clerk
and Ex-Officio Clerk of the
Hays County Commissioners Court

Date Signed: _____

COUNTY OF TRAVIS, TEXAS

Attest:

By: _____
Samuel T. Biscoe, County Judge

_____
Dana DeBeauvoir, County Clerk
and Ex-Officio Clerk of the
Travis County Commissioners Court

Date Signed: _____

CITY OF LEANDER, TEXAS

Attest:

_____
Chris Fielder, Mayor

_____
Debbie Haile, City Secretary

Date Signed: _____

Travis County Commissioners Court Agenda Request

Meeting Date: November 18, 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:

PRESENTATION OF AWARD OF MERIT BY THE TRAVIS COUNTY HISTORICAL COMMISSION RECOGNIZING MICHAEL BARNES FOR HIS WORK OVER THE PAST 25 YEARS TO PRESERVE TRAVIS COUNTY HISTORY.

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: November 18, 2014

Prepared By/Phone Number: Christy Moffett, MSSW 512-854-3460

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

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:
Approve proclamation regarding Hunger and Homelessness Awareness Week to be held November 15, 2014 through November 23, 2014 in Travis County.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
The Ending Community Homelessness Coalition (ECHO) is hosting Hunger and Homelessness Awareness Week. This is an annual event that includes a week of events designed to educate the Travis County community on the root causes of hunger and homelessness in Central Texas. This week of events will be held Sunday, November 15, 2014 through November 23, 2014.

To learn more about ECHO's Hunger and Homelessness
Awareness Week, visit: http://www.austinecho.org/hhweek/.

STAFF RECOMMENDATIONS:
Staff recommends approval of the proclamation.

ISSUES AND OPPORTUNITIES:
Hunger and Homelessness Awareness Week is the largest annual event that connects policy makers, local business leaders, service providers, faith based organizations, and community members to engage in implementing active solutions and prevention methods for hunger and homelessness in Central Texas.

The 2012 Feeding America report identified that 18.1% of Travis County residents experienced food insecurity, placing them at risk for hunger. Furthermore, ECHO's 2014 homeless count showed that there were 1,987 homeless people in Travis County, with a little less than half of those people counted in shelters.

ECHO volunteers coordinate events that educate participants, raise awareness about relevant, local aspects of hunger and homelessness, and offer opportunities to volunteer, donate, or otherwise get involved with the service agencies and nonprofit

Travis County Commissioners Court Agenda Request

organizations that are already working against these issues. Hunger and Homelessness Awareness Week calls attention to those less fortunate while furthering ECHO's vision to create a community fiercely focused on ending homelessness.

FISCAL IMPACT AND SOURCE OF FUNDING:
None

REQUIRED AUTHORIZATIONS:
None

HUNGER AND HOMELESSNESS AWARENESS WEEK PROCLAMATION

WHEREAS, The Ending Community Homelessness Coalition (ECHO) of Austin is the U.S. Department of Housing and Development's designated Continuum of Care for Austin and Travis County; and

WHEREAS, The National Coalition for the Homeless and the National Student Campaign Against Hunger and Homelessness co-sponsor Hunger and Homelessness Awareness Week nationally; and

WHEREAS, ECHO organizes and executes the activities of Austin's contribution to Hunger and Homelessness Awareness Week, to be held in 2014 from November 15th to November 23rd; and

WHEREAS, Travis County and ECHO are both dedicated to ending homelessness in Austin through a Continuum of Care focused on decent, affordable, and permanent housing;

NOW, THEREFORE, BE IT PROCLAIMED BY THE TRAVIS COUNTY COMMISSIONERS COURT TO OBSERVE NOVEMBER 15 – 23, 2014 AS

"HUNGER AND HOMELESSNESS AWARENESS WEEK"

AND ENCOURAGE ALL WHO ARE COMMITTED TO ENDING HUNGER AND HOMELESSNESS IN TRAVIS COUNTY TO SUPPORT THE TRAVIS COUNTY COMMISSIONERS COURT AND ECHO'S EFFORTS TO END HUNGER AND HOMELESSNESS IN TRAVIS COUNTY.

SIGNED AND ENTERED THIS 18th DAY OF NOVEMBER, 2014

_____
SAMUEL T. BISCOE
COUNTY JUDGE

_____
RON DAVIS
COMMISSIONER, PRECINCT 1

_____
BRUCE TODD
COMMISSIONER, PRECINCT 2

_____
GERALD DAUGHERTY
COMMISSIONER, PRECINCT 3

_____
MARGARET J. GÓMEZ
COMMISSIONER, PRECINCT 4

Travis County Commissioners Court Agenda Request

Meeting Date: November 18, 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:

APPROVE RESOLUTION RECOGNIZING THE MONTH OF NOVEMBER 2014 AS "NATIONAL ALZHEIMER'S DISEASE AWARENESS MONTH" IN TRAVIS COUNTY.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Please see attached.

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

Created 11-13-14 at 4:49 pm

EXECUTIVE COMMITTEE MEETING

MEETING DATE: November 12, 2014

AGENDA ITEM: # 4 Adopt the Resolution Recognizing National Alzheimer's Disease Awareness Month

GENERAL DESCRIPTION OF ITEM:
There are **304,841** seniors over the age of 60 who reside in the CAPCOG region. For the entire CAPCOG region, the growth rate of the over 60 age group is expected to be 96.6% from 2010 to 2030. It is expected that there will be a doubling of the over 60 population from an estimate of 304,841 in 2014 to a projected population of 634,611 in 2030. The over 85 population is expected to grow by a slower rate of 32% between 2010 and 2020, however that growth will be extended to a total of 134% by 2030.

November marks Alzheimer's disease Awareness Month. Alzheimer's disease is a serious public health problem that particularly affects older adults. About 5 percent of people ages 65 to 74 have Alzheimer's disease and almost half of people aged 85 years and older may have Alzheimer's disease. Symptoms of Alzheimer's disease can include a gradual loss of memory, disorientation, difficulty in making judgments, a decline in the ability to perform routine tasks and personality changes.

According the Alzheimer's Association facts and figures (2013 Update); someone develops Alzheimer's disease every 67 seconds and 1 in every 3 seniors dies with Alzheimer's or another dementia. Alzheimer's disease is the 6th leading cause of death in the United States and there are approximately 500,000 people dying each year because they have Alzheimer's. Women are at the epicenter of the Alzheimer's epidemic. In her 60's, a woman's estimated lifetime risk of developing Alzheimer's is 1 in 6 compared to the risk of developing breast cancer at 1 in 11. Almost 2/3 of Americans with Alzheimer's are women and more than 60% of Alzheimer's and dementia caregivers are women.

The Association report further recognizes that Alzheimer's is the most expensive disease condition in the nation. In 2014, the direct cost to American society of caring for those with Alzheimer's will total an estimated $214 billion, including $150 billion in cost to Medicare and Medicaid. Despite these staggering figures, Alzheimer's will cost an estimated $1.2 trillion (in today's dollars) in 2050. The financial toll of Alzheimer's on families rivals the costs to Medicaid. Total Medicaid spending is $37 billion and out-of-pocket spending for individuals with Alzheimer's and other dementias is estimated at $36 billion. The entire report is located at http://www.alz.org/alzheimers_disease_facts_and_figures.asp

It is estimated that there are 330,000 people living with Alzheimer's in Texas this year. That number is expected to increase to 490,000 by 2025, which represents a 48% increase in 11 years.

The Area Agency on Aging (AAA) provides a specialized Evidence Based Program called Stressbusting for Family Caregivers™ which helps caregivers with reducing stress. The AAA is participating in a WellMed Healthcare Foundation and Adult Protective Services grant that identifies caregivers through a stress assessment delivered at the WellMed clinics. The Caregivers are referred directly to the AAA for wrap around services and enrollment in the Stressbusting program to help reduce the probability of abuse and/or neglect situations.

The attached resolution declares November 2014 to be Alzheimer's Awareness Month in the Capital Area Council of Governments (CAPCOG) region to bring to bring awareness to the services and supports for those who are caregivers and to those who are diagnosed with Alzheimer's disease.

Created 11-13-14 at 4:49 pm



TEXAS

ALZHEIMER'S STATISTICS

alzheimer's association®

Over **5 million Americans** are living with Alzheimer's, and as many as **16 million** will have the disease in 2050. The cost of caring for those with Alzheimer's and other dementias is estimated to total **$214 billion** in 2014, increasing to **$1.2 trillion** (in today's dollars) by mid-century. Nearly **one in every three seniors** who dies each year has Alzheimer's or another dementia.

Number of people aged 65 and older with Alzheimer's by age

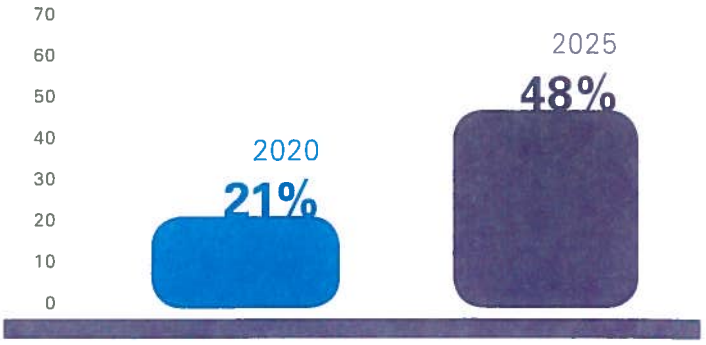
Totals may not add due to rounding.

Year	65-74	75-84	85+	TOTAL
2014	**51,000**	**150,000**	**130,000**	**330,000**
2020	**69,000**	**180,000**	**160,000**	**400,000**
2025	**83,000**	**230,000**	**180,000**	**490,000**

rcentage of seniors with Alzheimer's disease

11%

Percentage change from 2014 in the number of seniors living with Alzheimer's disease



Number of Alzheimer's and dementia caregivers, hours of unpaid care, and costs of caregiving

Year	Number of Caregivers *(in thousands)*	Total Hours of Unpaid Care *(in millions)*	Total Value of Unpaid Care *(in millions)*	Higher Health Costs of Caregivers *(in millions)*
2011	1,270	1,446	$17,528	$625
2012	1,294	1,474	$18,174	$665
13	1,302	1,482	$18,457	$679

Number of deaths from Alzheimer's disease in 2010

5,209

For more information, view the *2014 Alzheimer's Disease Facts and Figures* report at **alz.org/facts.**

Capital Area Council of Governments
CAPCOG

A RESOLUTION AUTHORIZING RECOGNITION OF NATIONAL ALZHEIMER'S DISEASE AWARENESS MONTH (NOVEMBER 2014)

WHEREAS, the ten-county Capital Area Council of Governments (CAPCOG) is home to more than 304,841 citizens aged 60 years or older; and,

WHEREAS, approximately 5 percent of people ages 65 to 74 have Alzheimer's disease and about half of people aged 85 years and older develop Alzheimer's disease; and,

WHEREAS, Alzheimer's disease is the 6th leading cause of death among American adults and the 5th leading cause of death for people aged 65 years and older; and,

WHEREAS, about 5 million Americans have Alzheimer's disease and 15.5 million people care for a loved one with the disease; and,

WHEREAS, mortality rates for Alzheimer's disease are rising, unlike heart disease and cancer death rates that continues to decline; and,

WHEREAS, as the population in the U.S. ages, more people are at risk for Alzheimer's disease and other age-related dementias; and,

WHEREAS, awareness of services and supports can help people with Alzheimer's disease and their caregivers manage the illness and control its impact on their lives; and,

THEREFORE, BE IT RESOLVED, that the Executive Committee of the Capital Area Council of Governments declares the month of November 2014 to be Alzheimer 's Disease Awareness Month in the CAPCOG Region to bring awareness to the services and supports for those who are caregivers and to those who are diagnosed with Alzheimer's disease.

Resolution adopted by the Capital Area Council of Governments Executive Committee on this 12th day of November, 2014.

Judge Wayne Brascom, Chairman
Executive Committee
Capital Area Council of Governments

Mayor Debbie Holland, Secretary
Executive Committee
Capital Area Council of Governments

Travis County Commissioners Court Agenda Request

Meeting Date: November 18, 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:

APPROVE RESOLUTION RECOGNIZING THE MONTH OF NOVEMBER 2014 AS "NATIONAL CAREGIVER AWARENESS MONTH" IN TRAVIS COUNTY.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Please see attached.

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

Created 11-13-14 at 4:49 pm

EXECUTIVE COMMITTEE MEETING

MEETING DATE: November 12, 2014

AGENDA ITEM: # 5 Adopt the Resolution Recognizing National Caregiver Awareness Month

GENERAL DESCRIPTION OF ITEM:
Our nation is in the midst of a boom in the aging population. There are **304,841** seniors over the age of 60 who reside in the CAPCOG region.

November is National Caregiver Awareness Month. It is important to acknowledge the important role that family, friends and neighbors play in caring for sick, elderly and disabled relatives. According to the Caregiver Action Network, a caregiver refers to "anyone who provides assistance to someone else who is, in some degree, incapacitated and needs help: a husband who has suffered a stroke; a wife with Parkinson's disease; a mother-in-law with cancer; a grandfather with Alzheimer's disease, a child with a disability...." (Ref: Caregiver Action Network; Fact Sheet: Selected Caregiver Statistics) Caregivers offer a range of services, including emotional and spiritual support, assistance with financial matters, transportation and home-and health-related services.

Family caregivers provide an estimated $450 billion worth of uncompensated care to loved ones annually (2009 Estimates AARP: Valuing the Invaluable: 2011 Update-The Growing Contributions and Costs of Family Caregiving Report) In addition, according to the AARP report, pg.1, family support is a key driver in remaining in one's home and in the community, but it comes at substantial costs to the caregivers themselves, to the their families, and to society. If family caregivers were no longer available, the economic cost to the U.S. health care and long-term services and supports (LTSS) system would increase astronomically.

CAPCOG/AAA programs that support Caregivers include the National Caregiver Support Program (NFCSP) which provides support services directly to caregivers, such as in-home respite care, voucher respite, mental health services, emergency response systems, residential repair, and Caregiver education and training.

The attached resolution declares November 2014 to be Caregiver Awareness Month in the Capital Area Council of Governments (CAPCOG) region to bring to bring awareness to the hours of uncompensated care provided by Caregivers throughout the CAPCOG region.

THIS ITEM REPRESENTS A:

- ☒ New issue, project, or purchase
- ☐ Routine, regularly scheduled item
- ☐ Follow-up to previously discussed item
- ☐ Special item requested by board member
- ☐ Other

PRIMARY CONTACT/STAFF MEMBER: Jennifer Scott, Director of Aging Services

BUDGETARY IMPACT:

Total estimated cost: N/A
Source of Funds: _____

Is item already included in fiscal year budget?	☐ Yes	☐ No
Does item represent a new expenditure?	☐ Yes	☐ No
Does item represent a pass-through purchase?	☐ Yes	☐ No

If so, for what city/county/etc.?

Created 11-13-14 at 4:49 pm

ACTION REQUESTED:
Adopt resolution recognizing November 2014 as Caregiver Awareness Month in the CAPCOG region.

BACK-UP DOCUMENTS ATTACHED:
Resolution-November 2014 National Caregiver Awareness Month
Copy of Texas Governor Proclamation-November 2014

BACK-UP DOCUMENTS NOT ATTACHED (*to be sent prior to meeting or will be a handout at the meeting):*
None

Created 11-13-14 at 4:49 pm

STATE OF TEXAS
OFFICE OF THE GOVERNOR

Lending a hand to those in need is a timeless Texas tradition, and when relatives, loved ones or neighbors become chronically ill or disabled, Texans step forward to provide care and support. Every day, these caregivers demonstrate extraordinary dedication, patience and love by providing much-needed help with health care and other physical needs as well as invaluable emotional support. Family caregivers make it possible for patients to remain at home in a comfortable setting among loved ones.

Additionally, it is estimated that the work of family caregivers saves taxpayers between $3 and 12 billion in Medicaid institutional spending annually.

For the more than 3 million Texans who step forward, providing care can be a stressful and time-intensive responsibility. Family caregivers need access to a wide range of information and services, such as the Texas Lifespan Respite Care Program, which provides temporary relief to caregivers, improving their loved ones' lives.

To that end, each November is dedicated to an awareness campaign highlighting the important contributions of family caregivers.

At this time, I encourage all Texans to recognize the commitment and dedication of family caregivers, who make a profound difference in the lives of vulnerable Texans. Through their selfless service, they exemplify the best of the Lone Star State.

Therefore, I, Rick Perry, Governor of Texas, do hereby proclaim November 2014 to be

Family Caregivers Month

in Texas, and urge the appropriate recognition whereof.

In official recognition whereof, I hereby affix my signature this the 17th day of October, 2014.

Rick Perry
Governor of Texas

Capital Area Council of Governments
CAPCOG

A RESOLUTION AUTHORIZING RECOGNITION OF NATIONAL CAREGIVER AWARENESS MONTH (NOVEMBER 2014)

According to the Caregiver ACTION Network there may be as many as 90 million family caregivers in the U.S. today. Family Caregivers are the backbone of the Nation's long-term care system, providing an estimated $450 billion worth of unpaid care each year (AARP: Valuing the Invaluable: 2011 Update-The Growing Contributions and Costs of Family Caregiving Report). That's more than total Medicaid funding, and twice as much as homecare and nursing home services combined.

WHEREAS, two out of 5 adults are family caregivers; 39% of all adult Americans are caring for a loved one who are sick or disabled – up from 30% in 2010; and,

WHEREAS, Alzheimer's is driving the numbers up, more than 15 million family caregivers are providing care to more than 5 million loved ones with Alzheimer's disease; and,

WHEREAS, the number of parents caring for children with special needs is increasing due to the rise in cases of many childhood conditions; and,

WHEREAS, wounded veterans require family caregivers; as many as 1 million Americans are caring in their homes for service members from the Iraq and Afghanistan wars who are suffering from traumatic brain injury, post-traumatic stress disorder, or other wounds and illnesses; and,

WHEREAS, it's not just women doing the caregiving; men are now almost as likely to say they are family caregivers as women are (37% of men; 40% of women) and 36% of younger Americans between ages 18 and 29 are family caregivers, including 1 million young people who care for loved ones with Alzheimer's; and,

WHEREAS, almost half of family caregivers perform complex medical/nursing task for their loved one such as managing multiple medications, providing wound care, and operating specialized medical equipment; and,

THEREFORE, BE IT RESOLVED, that the Executive Committee of the Capital Area Council of Governments declares the month of November 2014 to be National Caregiver Awareness Month in the CAPCOG Region to bring awareness to the hours of uncompensated care provided by Family Caregivers throughout the CAPCOG region.

Resolution adopted by the Capital Area Council of Governments Executive Committee on this 12th day of November, 2014.

Judge Wayne Brascom, Chairman
Executive Committee
Capital Area Council of Governments

Mayor Debbie Holland, Secretary
Executive Committee
Capital Area Council of Governments

Travis County Commissioners Court Agenda Request

Meeting Date: November 18, 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:

A. APPROVE RECOGNITION OF CRIMINAL JUSTICE PLANNING'S WORKFORCE DEVELOPMENT PROGRAM PARTNERS FOR PROVIDING EMPLOYMENT OPPORTUNITIES TO TRAVIS COUNTY RESIDENTS; AND

B. APPRECIATION LUNCH TO FOLLOW IN THE ADJACENT MULTIFUNCTION ROOM.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Please see attached.

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

You Are Cordially Invited to the

Travis County Commissioners Court

Workforce Development Partner Appreciation.

The Workforce Development Program Would Like to Recognize Our Partners and Offer Our Appreciation for Your Generous Contributions to the Community in Increasing Employment Opportunities to Our Program Participants.

When: Tuesday, November 18, 2014 11:30 A.M.

Where: Travis County Commissioners Courtroom

700 Lavaca, Austin, Texas 78701

Lunch Following Presentation by the Commissioners Court.

This Invitation is Your Ticket to the Event.

Sponsored by
Travis County Commissioners Court

Please RSVP by Wednesday, November 12, 2014 to:
Sandra Trevino
Email: sandra.trevino@traviscountytx.gov
Phone: (512) 854-7996

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

AGENDA REQUEST

Meeting Date: November 18, 2014
Prepared By/Phone Number: Sarah Scott/854-6885
Elected/Appointed Official/Dept. Head: Danny Hobby, County Executive, Emergency Services
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:
Approve the use of County funds to reimburse travel costs to candidates interviewing for the Chief Medical Examiner position.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
Candidates from outside the Austin area have been asked to interview for the Chief Medical Examiner position. Travel costs may include airfare, personal auto expenses, auto rental, hotel, cost of meals, as well as incidentals.

STAFF RECOMMENDATIONS:
Approve reimbursement of travel costs to interview candidates for the Chief Medical Examiner position.

ISSUES AND OPPORTUNITIES:
The Planning & Budget Office has confirmed that sufficient funds are available to pay travel costs.

FISCAL IMPACT AND SOURCE OF FUNDING:
See Attached.

REQUIRED AUTHORIZATIONS:

Danny Hobby	854-4416
Debbie Maynor	854-9170
Nicki Riley	854-9125

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

BACKUP MEMORANDUM

DATE: November 10, 2014

TO: Members of the Commissioners Court

VIA: Danny Hobby, County Executive, Emergency Services

FROM: Sarah Scott, Chief Administrative Officer, Travis County Medical Examiner's Office

SUBJECT: Approval to Reimburse Chief Medical Examiner Candidates for Travel Costs

Proposed Motion:

Approve the use of County funds to reimburse travel cost for candidates not in the Austin area interviewing for the Chief Medical Examiner position.

Summary:

The candidates will be traveling to interview for the Chief Medical Examiner position. Travel costs may include airfare, use of personal auto (including mileage), auto rental, hotel, cost of meals, as well as incidentals.

Budgetary and Fiscal Impact:

Travis County Budget Rule #14 allows Commissioners Court to approve the use of County funds to pay for travel arrangements and food/non-alcoholic beverages to entertain applicants when recruiting nationally for top level positions. The approval must be granted prior

to the travel for the applicant to be reimbursed. Job applicants are reimbursed at the same rates used for current County personnel.

Travel costs are estimated to be around $3,300 total. Funds will be paid from the Medical Examiner's Office budget account for travel, meals and lodging.

Recommendation

Approve reimbursement of travel costs to interview candidates for the Chief Medical Examiner position.

Created 11-13-14 at 4:49 pm

Item 10

Travis County Commissioners Court Agenda Request

Meeting Date: November 18, 2014
Prepared By: Paul Scoggins, Engineering Specialist **Phone #:** (512) 854-7619
Division Director/Manager: Donald W. Ward, P.E./ Assistant Public Work Director - Road and Bridge Division

Department Head: Steven M. Manilla, P.E., County Executive-TNR
Sponsoring Court Member: Commissioner Davis, Precinct One

AGENDA LANGUAGE: Consider and take appropriate action on the acceptance of the dedication of the public street and drainage facilities within Villages of Hidden Lake, Section 6A-1 – Precinct One.

BACKGROUND/SUMMARY OF REQUEST:
Villages of Hidden Lake, Phase 6A-1 was recorded on May 15, 2014 at document #201400108. This subdivision has been inspected for conformance with approved plans and specifications as listed. This subdivision will be accepted under the regulations of the Standards for Construction of Streets and Drainage in Subdivisions approved by Commissioners Court August 28, 1997, in which the subdivision is accepted before the one-year performance period has ended.

The completed sidewalks within this subdivision have been inspected by a Registered Accessibility Specialist and found to be in substantial compliance with the Texas Architectural Barriers Act. The stop signs, if any, are in the process of being approved under Chapter 251 of the Texas Transportation Code.

Villages of Hidden Lake, Phase 6A-1 is accessed from Silent Harbor Loop, a street maintained by Travis County. This action will add a total of 1,796 linear feet (0.34 miles) to the Travis County road system.

STAFF RECOMMENDATIONS:
TNR staff recommends approval of the proposed motion.

ISSUES AND OPPORTUNITIES:
N/A.

FISCAL IMPACT AND SOURCE OF FUNDING:
N/A.

ATTACHMENTS/EXHIBITS:

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

REQUIRED AUTHORIZATIONS:

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

CC:

Lucious Henderson	Inspector	Development Services	(512) 854-7757
Stacey Scheffel	Program Manager	TNR Permits	(512) 854-7565

SM:AB:ps
1101 - Development Services Long Range Planning - Villages of Hidden Lake, Phase 6A-1

Created 11-13-14 at 4:49 pm

TRANSPORTATION AND NATURAL RESOURCES
STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE

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

APPROVAL OF CONSTRUCTION

DATE: October 21, 2014

DEVELOPER:
BLD VOHL 6A-1, LLC
8601 Ranch Road 2222
Bldg. 1, Ste. 150
Austin, TX 78730

ENGINEER:
Pape-Dawson Engineer, Inc.
7800 Shoal Creek Blvd.
Suite 220 W
Austin, TX 78757

SUBJECT: **Villages of Hidden Lake, Phase 6A-1**

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

The Developer is required to maintain performance period fiscal of 10% of the actual street and drainage cost until the end of the performance period along with any other amount deemed necessary. If applicable, fiscal for 100% of the un-constructed residential sidewalks will also be required until all of the sidewalks are constructed and have a positive inspection by a Registered Accessibility Specialist (RAS).

All items have been received

BY: Don W. Ward 11/4/2014
TNR Assistant Public Works Director – Road and Bridge Division – Don W. Ward, P.E.

Paul Scoggins 10/28/14
TNR Engineering Specialist – Paul Scoggins

10-28-14
TNR Inspector – Lucious Henderson

1102 fiscal file
1105 Subdivision File

Created 11-13-14 at 4:49 pm

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE

SUBDIVISION **Villages of Hidden Lake, Phase 6A-1** **Pct.# 1**
Mapsco No. 439S **Atlas No. O-11**

VILLAGES OF HIDDEN LAKE, PHASE 6A-1 WAS RECORDED AT DOCUMENT #201400108 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY - 5/15/14

THREE STREETS AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	ROW	TYPE OF PVMNT	WIDTH OF PVMNT	CURB & GUTTER
1	Silent Harbor Loop	Intersection of Silent Harbor Loop south to SE corner of Lot 8, Block SS	1463	0.28	50'	HMAC	28' F-F	YES
2	Hidden Harbor Drive	Silent Harbor Loop east to SE corner of Lot 18, Block OO	161	0.03	50'	HMAC	28' F-F	YES
3	Hagerty Crossing	Silent Harbor Loop west to SW corner of Lot 18, Block QQ	172	0.03	50'	HMAC	28' F-F	YES
	Total Footage/Mileage		1796	0.34				

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 45 **N/A** ADDITIONAL LOTS SOLD FOR DEVELOPMEN

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED **1-3**

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-3 TOTALING 0.34 MILES BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS COURT IN PRECINCT 1.

Don W. Ward 11/4/2014

DATE

Don W. Ward, PE
Division Director
Road & Bridge

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

DATE APPROVED BY COMMISSIONERS COURT

TRANSPORTATION & NATURAL RESOURCES

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

700 Lavaca Street
Travis County Administration Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

VILLAGES OF HIDDEN LAKE, PHASE 6A-1
REQUIREMENTS FOR APPROVAL OF CONSTRUCTION
PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997

10/10/14 **1.** Professional Engineer's certification of quantities of work completed (**Engineer's Concurrence Letter**). § 82.401(c)(1)(A) § 82.604(c)(2)

NA **2.** Construction Summary Report, IF in COA ETJ, **signed** by COA inspector. §82.604(c)(1)

10/10/14 **3.** Contractor's (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)

10/10/14 **4.** Reproducible Plans, certified as **"Record Drawings" or "As-Builts"**, by the Owner's Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303] and accompanying **Stop Sign Warrants** sheets for each sign.

TC will calculate **5.** Performance Period Fiscal for 10% of the actual construction cost of street and drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. **Must be posted by owner/developer.** § 82.604(c)(4)

NA **6.** **If applicable**, a copy of the Conditional Letter of Map Amendment or Revision from FEMA to begin Performance Period and the completed Letter of Map Revision (LOMR) to accept streets for maintenance. § 82.604(c)(5)

10/10/14 **7.** A letter from **a Registered Accessibility Specialist** approving sidewalk construction, within the subdivision. Plan approval required at time of issuance of Basic Development Permit. Substantial compliance (inspection) required at time of street acceptance for maintenance. § 82.202(q)(2)

10/28/14 **8.** A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds, and sidewalks). § 82.401(c)(2)(C) **Road Maintenance will have to approve const. before recommending acceptance to Commissioners Court.**

10/10/14 **9.** Approval of other agencies and/or cities, **if in their ETJ**; Municipal or other Utility Districts.

NA **10.** **If applicable**, a License Agreement. **(If there are private improvements in Public ROW)**

Created 11-13-14 at 4:49 pm

ALTURA SOLUTIONS, L.P.
Accessibility & Compliance Consultants
(512) 410-7059
818 Morrow St, Austin TX 78757

September 9, 2014

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

Re: Villages of Hidden Lake Phase 6A-1

Dear Mr. Dorney,

This report presents the findings of the on-site inspection for the Villages of Hidden Lake Phase 6A-1 project for compliance with the Texas Accessibility Standards. This report is limited to inspecting the elements for compliance with the applicable technical standards and not scoping. An inspection of the site was conducted on September 9, 2014 which included the review of the following elements in the public right-of-way:

- Curb ramps
- Crosswalks

No violations were identified along the project scope of work. The following elements were inspected and found to be in compliance with the Texas Accessibility Standards (TAS):

- 2 curb ramps at the intersection of Silent Harbor Loop and Silent Harbor Loop
- 2 curb ramps at the intersection of Silent Harbor Loop and Hagerty Crossing
- 2 curb ramps at the intersection of Hagerty Crossing and Becker Farm Road
- 2 curb ramps at the intersection of Silent Harbor Loop and Hidden Harbor Drive
- All associated crosswalks at the listed intersections

The scope of work is limited to the inspection of the elements and excludes project registration with TDLR and a formal plan review of the design documents. Feel free to contact me at (512) 410-7059 or at jel@alturalp.com with any questions.

Sincerely,

Jesús Lardizábal, RAS #1051
President

TRV
4 PGS
201400108

PLAT

PLAT RECORDS INDEX SHEET:

SUBDIVISION NAME:
FINAL PLAT OF THE VILLAGES OF HIDDEN LAKE PHASE 6A-1

OWNERS NAME:
BLD VOHL 6A-1, LLC; UDF IV FINANCE II, L.P.; UDF IV FINANCE II MANAGER, LLC

RESUBDIVISION? YES ☐ NO ☒

ADDITIONAL RESTRICTIONS / COMMENTS:

DOC# 2014069775 TAX CERTIFICATE

RETURN:

TRAVIS COUNTY, TNR
SARAH SUMNER
PICK-UP

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

May 15, 2014 09:19 AM 201400108
MITCHELLM: $129.00
Dana DeBeauvoir, County Clerk
Travis County TEXAS

Unofficial Copy

20140010B

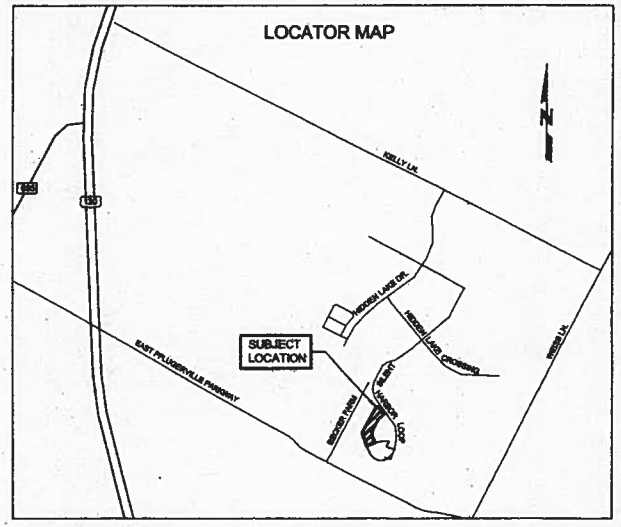
05-15-14

#12908

FINAL PLAT OF

THE VILLAGES OF HIDDEN LAKE
PHASE 6A-1

11.06 ACRES OUT OF GEORGE M. MARTIN
SURVEY NO. 9, ABSTRACT NO. 529,
TRAVIS COUNTY, TEXAS



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.

Approved

BAKER-AICKLEN & ASSOCIATES, INC.
827 WEST LIBERTY AVE.
ROUND ROCK, TEXAS 78664
(512) 244-9620
ENGINEERING FIRM # F-95
SURVEY FIRM #100231-0
TBAE #1727
ROUND ROCK

(Page 2 of 5) Created 11-13-14 at 4:49 pm

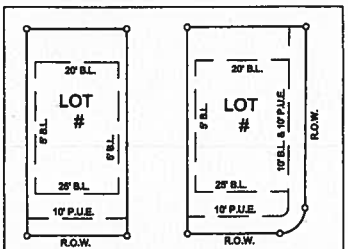
FINAL PLAT OF

THE VILLAGES OF HIDDEN LAKE PHASE 6A-1

11.06 ACRES OUT OF GEORGE M. MARTIN
SURVEY NO. 9, ABSTRACT NO. 529,
TRAVIS COUNTY, TEXAS

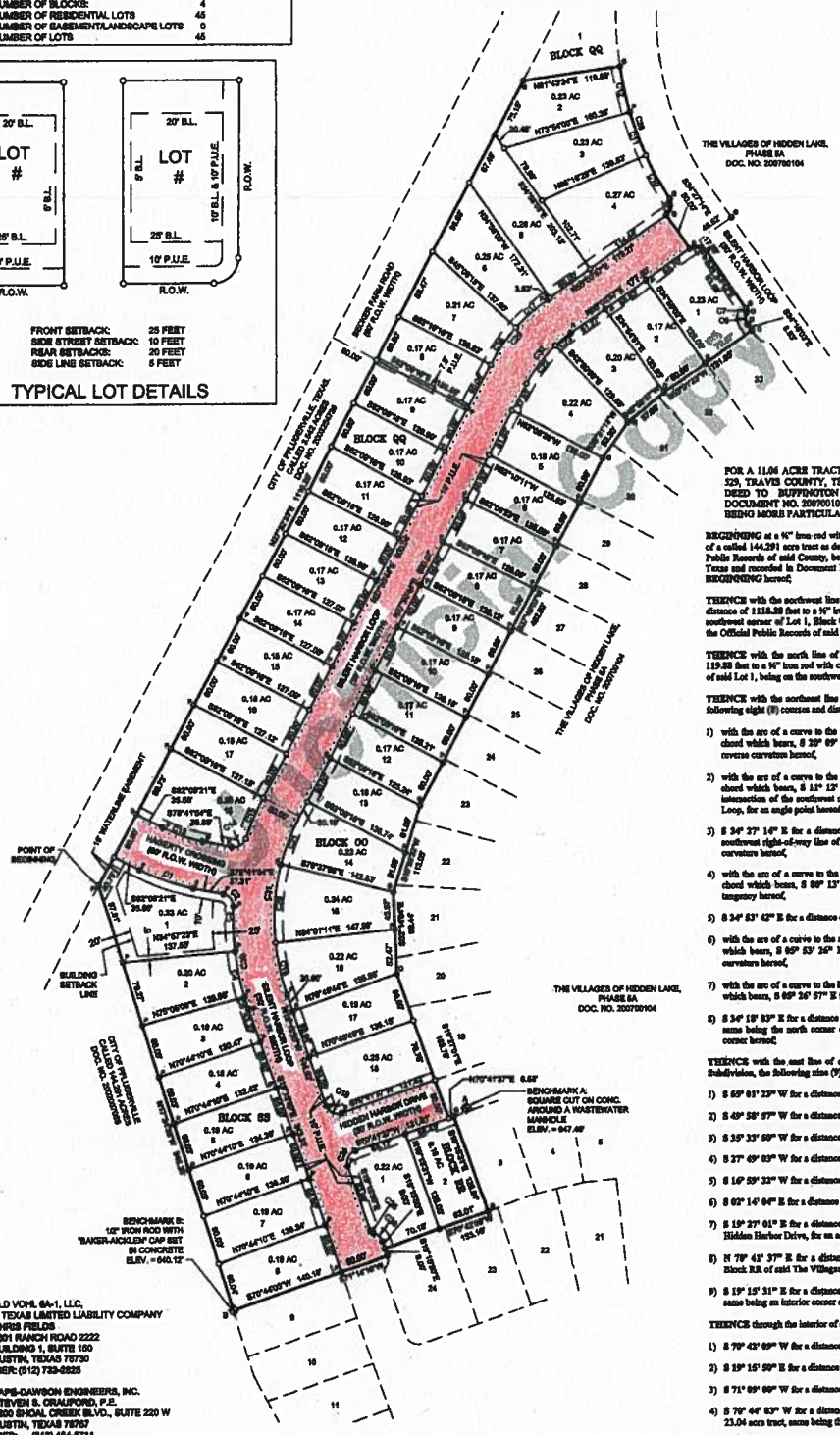
STREET NAME:	LINEAR FOOTAGE:	R.O.W. WIDTH
SILENT HARBOR LOOP	1483'	50'
HIDDEN HARBOR DRIVE	161'	50'
HAGERTY CROSSING	172'	50'
TOTAL	1796'	

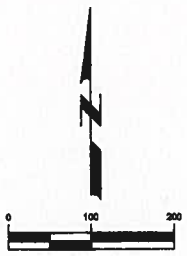
TOTAL AREA OF SITE:	11.06 ACRES
TOTAL AREA OF STREETS:	2.04 ACRES
TOTAL AREA OF RESIDENTIAL LOTS:	9.02 ACRES
TOTAL AREA OF EASEMENT LOTS:	0.00 ACRE
TOTAL NUMBER OF BLOCKS:	4
TOTAL NUMBER OF RESIDENTIAL LOTS	45
TOTAL NUMBER OF EASEMENT/LANDSCAPE LOTS	0
TOTAL NUMBER OF LOTS	45



FRONT SETBACK: 25 FEET
SIDE STREET SETBACK: 10 FEET
REAR SETBACKS: 20 FEET
SIDE LINE SETBACK: 5 FEET

TYPICAL LOT DETAILS





LEGEND	
●	5/8" IRON ROD WITH CAP FOUND
● PATE	IRON ROD WITH "PATE" CAP FOUND
● G&R	IRON ROD WITH "G&R" CAP FOUND
▲	60D NAIL IN TREE ROOT FOUND
○	1/2" IRON ROD WITH "BAKER-AICKLEN" CAP SET
⊡	1/2" IRON ROD WITH "BAKER-AICKLEN" CAP SET IN CONCRETE
⊕	BENCHMARK
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
R.O.W.	RIGHT-OF-WAY
- - - - -	PROPOSED 4' WIDE SIDEWALK

DESCRIPTION

FOR A 11.06 ACRE TRACT OF LAND SITUATED IN THE GEORGE M. MARTIN SURVEY NO. 9, ABSTRACT NO. 529, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 23.04 ACRE TRACT AS DESCRIBED IN A DEED TO BUFFINGTON VOEL 5A, 6A, 6B, LTD., A TEXAS LIMITED PARTNERSHIP AND RECORDED IN DOCUMENT NO. 2007001O5 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, SAID 11.06 ACRE TRACT, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod with cap marked "PATE" found for the west corner of said 23.04 acre tract, same being the north corner of a called 144.291 acre tract as described in a deed to the City of Pflugerville and recorded in Document No. 2002207069 of the Official Public Records of said County, being on the southeast line of a called 3.542 acre tract as described in a deed to the City of Pflugerville, Texas and recorded in Document No. 2003254738 of the Official Public Records of said County, for the west corner and **POINT OF BEGINNING** hereof;

THENCE with the northwest line of said 23.04 acre tract, same being the southeast line of said 3.542 acre tract, N 27° 53' 39" E for a distance of 1110.38 feet to a ½" iron rod with cap marked "G&R" found for the northwest corner of said 23.04 acre tract, same being the southwest corner of Lot 1, Block QQ, The Villages of Hidden Lake, Phase 5A, a subdivision recorded in Document No. 200700104 of the Official Public Records of said County, for the northwest corner hereof;

THENCE with the north line of said 23.04 acre tract, same being the south line of said Lot 1, N 81° 43' 34" E for a distance of 119.88 feet to a ½" iron rod with cap found marked "G&R" for the north corner of said 23.04 acre tract, same being the southeast corner of said Lot 1, being on the southwest right-of-way line of Silent Harbor Loop (50' right-of-way width), for the north corner hereof;

THENCE with the northeast line of said 23.04 acre tract, same being the southwest right-of-way line of said Silent Harbor Loop, the following eight (8) courses and distances:

1) with the arc of a curve to the left, having a radius of 425.50 feet, an arc length of 176.50 feet, a central angle of 23° 47' 39" and a chord which bears, S 20° 09' 03" E for a distance of 175.23 feet to a ½" iron rod with cap marked "G&R" found for a point of reverse curvature hereof,

2) with the arc of a curve to the right, having a radius of 15.00 feet, an arc length of 23.67 feet, a central angle of 90° 25' 02" and a chord which bears, S 11° 12' 49" W for a distance of 21.27 feet to a ½" iron rod with cap marked "G&R" found for a point of intersection of the southwest right-of-way line of said Silent Harbor Loop and the northwest right-of-way line of said Silent Harbor Loop, for an angle point hereof,

3) S 34° 27' 14" E for a distance of 50.00 feet to a ½" iron rod with cap marked "PATE" found for a point of intersection of the southwest right-of-way line of said Silent Harbor Loop and the southeast right-of-way line of said Silent Harbor Loop, for a point of curvature hereof,

4) with the arc of a curve to the right, having a radius of 15.00 feet, an arc length of 23.80 feet, a central angle of 89° 46' 33" and a chord which bears, S 89° 13' 35" E for a distance of 21.57 feet to a ½" iron rod with cap marked "G&R" found for a point of tangency hereof,

5) S 34° 53' 42" E for a distance of 83.69 feet to a ½" iron rod with cap marked "G&R" found for a point of curvature hereof,

6) with the arc of a curve to the right, having a radius of 6.00 feet, an arc length of 6.27 feet, a central angle of 60° 23' 04" and a chord which bears, S 65° 53' 25" E for a distance of 5.83 feet to a ½" iron rod with cap marked "G&R" found for a point of reverse curvature hereof,

7) with the arc of a curve to the left, having a radius of 15.00 feet, an arc length of 15.68 feet, a central angle of 59° 54' 02" and a chord which bears, S 65° 26' 57" E for a distance of 14.98 feet for a point of tangency hereof, and

8) S 34° 19' 53" E for a distance of 8.93 feet to a ½" iron rod with cap marked "G&R" found for the east corner of said 23.04 acre tract, same being the north corner of Lot 33, Block OO of said The Villages of Hidden Lake, Phase 5A Subdivision, for the northeast corner hereof;

THENCE with the east line of said 23.04 acre tract, same being the northwest line of said The Villages of Hidden Lake, Phase 5A Subdivision, the following nine (9) courses and distances:

1) S 55° 01' 23" W for a distance of 131.65 feet to a ½" iron rod with cap marked "G&R" found for an angle point hereof,

2) S 49° 58' 57" W for a distance of 57.69 feet to a ½" iron rod with cap marked "G&R" found for an angle point hereof,

3) S 39° 33' 59" W for a distance of 53.30 feet to a ½" iron rod with cap marked "G&R" found for an angle point hereof,

4) S 27° 49' 03" W for a distance of 482.00 feet to a ½" iron rod with cap marked "G&R" found for an angle point hereof,

5) S 16° 59' 32" W for a distance of 113.06 feet to a ½" iron rod with cap marked "G&R" found for an angle point hereof,

6) S 02° 14' 04" E for a distance of 98.44 feet to a ½" iron rod with cap marked "G&R" found for an angle point hereof,

7) S 19° 27' 01" E for a distance of 188.78 feet to a ½" iron rod with cap marked "G&R" found on the south right-of-way line of said Hidden Harbor Drive, for an angle point hereof,

8) N 79° 41' 37" E for a distance of 6.53 feet to a ½" iron rod with cap marked "G&R" found for the northwest corner of Lot 3, Block RR of said The Villages of Hidden Lake, Phase 5A Subdivision, for an angle point hereof, and

9) S 19° 15' 31" E for a distance of 125.81 feet to a ½" iron rod with cap marked "G&R" found for the southwest corner of said Lot 3, same being an interior corner on the east line of said 23.04 acre tract, for the southeast corner hereof;

THENCE through the interior of said 23.04 acre tract, the following four (4) courses and distances:

1) S 70° 43' 09" W for a distance of 133.16 feet to a ½" iron rod with cap found for an angle point hereof,

2) S 19° 15' 59" E for a distance of 8.91 feet to a ½" iron rod with cap found for an angle point hereof,

3) S 71° 09' 09" W for a distance of 60.00 feet to a ½" iron rod with cap marked "PATE" found for an angle point hereof, and

4) S 70° 44' 53" W for a distance of 149.18 feet to a ½" iron rod with cap marked "PATE" found to a point on the west line of said 23.04 acre tract, same being the east line of said 144.291 acre tract, for the southwest corner hereof;

THENCE with the west line of said 23.04 acre tract, same being the east line of said 144.291 acre tract, N 17° 24' 36" W for a distance of 845.38 feet to the **POINT OF BEGINNING** hereof and containing 11.06 acres of land.

BENCHMARK TABLE				
NO.	GRID NORTHING	GRID EASTING	ELEVATION	DESCRIPTION
A	10137187'	3168215'	647.49'	SQUARE CUT
B	10136921'	3168329'	640.12'	IRON ROD "BA" CAP IN CONCRETE

OWNER: BLD VOHL 6A-1, LLC,
A TEXAS LIMITED LIABILITY COMPANY
CONTACT: CHRIS FIELDS
ADDRESS: 8601 RANCH ROAD 2222
BUILDING 1, SUITE 150
AUSTIN, TEXAS 78730
PHONE NUMBER: (512) 733-2825

ENGINEER: PAPE-DAWSON ENGINEERS, INC.
CONTACT: STEVEN S. CRAUFORD, P.E.
ADDRESS: 7800 SHOAL CREEK BLVD., SUITE 220 W
AUSTIN, TEXAS 78757
PHONE NUMBER: (512) 454-8711
FAX NUMBER: (512) 459-8867

SURVEYOR: BAKER-AICKLEN AND ASSOCIATES, INC.
CONTACT: MARGARET A. NOLEN, R.P.L.S.
ADDRESS: 807 WEST LIBERTY AVE.
ROUND ROCK, TEXAS 78664
PHONE NUMBER: (512) 244-9620
FAX NUMBER: (512) 244-9623

DISTRICT: NORTHEAST TRAVIS COUNTY UTILITY DISTRICT
ADDRESS: 8200 SUFFSTONE COVE,
SUITE 8104
AUSTIN, TEXAS 78759

2 OF 4

PROJECT NO. 2143-2-009-22

BAKER-AICKLEN & ASSOCIATES, INC.
ENGINEERING | SURVEYING | GIS | PLANNING | LANDSCAPE ARCHITECTURE
807 WEST LIBERTY AVE.
ROUND ROCK, TEXAS 78664
512 244-9620
ENGINEERING FIRM # F-45
SURVEY FIRM # 10022301-0
TBAE # 17627

Official Public Record Copy

2014009107

2014001018

FINAL PLAT OF

THE VILLAGES OF HIDDEN LAKE
PHASE 6A-1

11.06 ACRES OUT OF GEORGE M. MARTIN
SURVEY NO. 9, ABSTRACT NO. 529,
TRAVIS COUNTY, TEXAS

CURVE TABLE					
CURVE NO.	RADIUS	ARC LENGTH	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C1	240.00'	69.41'	016°34'17"	S70°22'08"E	69.17'
C2	15.00'	21.34'	081°30'56"	S37°58'27"E	19.59'
C3	325.00'	54.71'	009°38'42"	S02°00'16"E	54.65'
C4	325.00'	55.77'	009°49'55"	S11°44'36"E	55.70'
C5	325.00'	14.90'	002°37'37"	S17°56'22"E	14.90'
C6	15.00'	15.88'	059°54'02"	S05°26'57"E	14.96'
C7	5.00'	5.27'	060°23'04"	S05°53'26"E	5.03'
C8	15.00'	23.50'	089°46'33"	S80°13'36"E	21.17'
C9	15.00'	22.67'	086°35'02"	S11°12'49"W	20.57'
C10	425.00'	61.86'	008°20'24"	N27°52'41"W	61.81'
C11	425.00'	57.32'	007°43'40"	N19°50'39"W	57.28'
C12	425.00'	57.31'	007°43'35"	N12°07'01"W	57.27'
C13	180.00'	52.06'	016°34'44"	S70°21'56"E	51.90'
C14	15.00'	21.80'	083°16'21"	N59°39'55"E	19.93'
C15	325.00'	55.47'	009°46'43"	N22°55'05"E	55.40'
C16	225.00'	55.57'	014°08'03"	N34°50'30"E	55.43'
C17	225.00'	51.25'	013°03'04"	N48°26'33"E	51.14'
C18	15.00'	23.57'	090°02'33"	N89°17'06"W	21.22'
C19	275.00'	63.72'	013°16'33"	N12°38'56"W	63.58'
C20	275.00'	97.56'	020°19'35"	N04°09'08"E	97.06'

CURVE TABLE					
CURVE NO.	RADIUS	ARC LENGTH	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C21	275.00'	64.73'	013°29'11"	N21°03'31"E	64.58'
C22	175.00'	58.58'	019°10'25"	N37°20'33"E	58.29'
C23	175.00'	24.51'	008°01'32"	N50°56'31"E	24.49'
C24	15.00'	23.55'	089°57'27"	S25°42'54"W	21.21'
C25	5.00'	5.10'	058°26'48"	S49°20'32"E	4.88'
C26	15.00'	15.63'	060°26'24"	S49°15'43"E	15.11'
C28	425.00'	176.50'	023°47'39"	S20°09'03"E	175.23'
C29	225.00'	106.82'	027°12'06"	S41°22'01"W	105.82'
C30	325.00'	125.38'	022°06'14"	S08°14'03"E	124.60'
C31	275.00'	226.01'	047°05'20"	S04°15'27"W	219.70'
C32	175.00'	83.08'	027°11'57"	S41°21'19"W	82.30'

GENERAL NOTES

1) THIS PLAT IS WITHIN THE CITY OF PFLUGERVILLE ETJ.

2) PROPERTY OWNER AND/OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY AND THE CITY OF PFLUGERVILLE FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.

3) WATER AND WASTEWATER SERVICE TO THIS TRACT WILL BE PROVIDED BY THE CITY OF PFLUGERVILLE.

4) PUBLIC SIDEWALKS ARE REQUIRED ALONG BOTH SIDES OF ALL STREETS. ALL SIDEWALKS TO BE FOUR (4) FEET WIDE.

5) ALL LOTS IN THIS SUBDIVISION ARE SUBJECT TO RESTRICTIVE COVENANTS RECORDED IN DOCUMENT NO. 2003163971 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS AND AMENDED FOR THE NOTICE OF APPLICABILITY RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

6) A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.

7) NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE CITY OF PFLUGERVILLE WATER AND WASTEWATER SYSTEM.

8) ALL CONSTRUCTION WITHIN THE BOUNDARY OF THIS PLAT MUST COMPLY WITH THE CITY OF PFLUGERVILLE BUILDING CODE INCLUDING THE REQUIREMENTS TO OBTAIN PERMITS AND REQUEST INSPECTIONS.

9) THE OWNER/SUBDIVIDER, AS LISTED ON THIS PLAT, SHALL BE RESPONSIBLE FOR POSTING FISCAL SURETY FOR THE CONSTRUCTION OF ALL CONCRETE SIDEWALKS AS SHOWN OR LISTED ON THE PLAT. WHETHER INSTALLED BY THE OWNER/DEVELOPER OR INDIVIDUAL HOMEBUILDERS, IT IS THE RESPONSIBILITY OF THE OWNER/SUBDIVIDER TO ENSURE ALL SIDEWALKS ARE ADA COMPLIANT AND BUILT IN SUBSTANTIAL COMPLIANCE WITH THE PROVISIONS OF THE TEXAS ARCHITECTURAL BARRIERS ACT, ARTICLE 9102, TEXAS CIVIL STATUTES, AS ADMINISTERED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION OR TO REQUEST PRE-CONSTRUCTION VARIANCES FOR ANY PROPOSED SIDEWALKS NOT MEETING ADA REQUIREMENTS. APPLICATION FOR THE VARIANCES SHALL BE REQUIRED BEFORE ISSUANCE OF THE DEVELOPMENT PERMIT.

10) THE 100-YEAR FLOODPLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENT(S) AS SHOWN HEREON. NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) NO. 48453C0280H TRAVIS COUNTY, TEXAS, DATED SEPTEMBER 26, 2008.

11) A TEN (10) FOOT PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL PUBLIC RIGHT-OF-WAY.

12) BENCHMARKS:

BENCHMARK A: SQUARE CUT ON CONCRETE AROUND A WASTEWATER MANHOLE ON THE SOUTH SIDE OF HIDDEN HARBOR DRIVE, APPROXIMATELY 160' EAST OF SILENT HARBOR LOOP.
ELEVATION: 647.49' NAVD' 88

BENCHMARK B: 1/2" IRON ROD WITH "BAKER-AICKLEN" CAP SET IN CONCRETE ON WEST LINE OF 23.04 ACRE TRACT, 643' SOUTH OF THE WEST CORNER OF 23.04 ACRE TRACT, 140' WEST OF SILENT HARBOR LOOP.
ELEVATION: 640.12' NAVD '88

13) ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM CENTRAL ZONE.

14) THIS SUBDIVISION IS SUBJECT TO ALL CITY OF PFLUGERVILLE ORDINANCES RELATED TO TREE PRESERVATION INCLUDING BUT NOT LIMITED TO SUBCHAPTER 12 OF THE UNIFIED DEVELOPMENT CODE AND THE TREE TECHNICAL MANUAL AS AMENDED.

15) LOTS WITH DOUBLE AND TRIPLE FRONTAGE ARE ALLOWED ACCESS TO ONLY ONE STREET. THIS INCLUDES LOTS 1 AND 18, BLOCK OO, LOTS 4 AND 18, BLOCK QQ, LOT 1, BLOCK RR AND LOT 1, BLOCK SS. LOT ACCESS TO BECKER FARM ROAD IS PROHIBITED.

16) THIS PLAT IS SUBJECT TO SUB-DISTRICT TYPE FOUR DEVELOPMENT AS DEFINED IN THE COMPREHENSIVE DEVELOPMENT AGREEMENT.

17) COMMUNITY IMPACT FEES SHALL BE AT THE RATES ESTABLISHED IN ORDINANCE NO. 891-07-09-20.

18) STREETLIGHTS SHALL BE INSTALLED WITH THE PUBLIC IMPROVEMENTS PER ALL CITY OF PFLUGERVILLE STANDARDS AND OPERATIONAL.

19) ALL (NEW) TELEPHONE, CABLE TELEVISION AND ELECTRIC UTILITY LATERAL AND SERVICE LINES AND WIRES SHALL BE PLACED UNDERGROUND. ALL ELECTRICAL, CABLE TELEVISION AND TELEPHONE SUPPORT EQUIPMENT (TRANSFORMERS, AMPLIFIERS, SWITCHING DEVICES, ETC.) NECESSARY FOR UNDERGROUND INSTALLATIONS IN SUBDIVISION SHALL BE PAD MOUNTED OR PLACED UNDERGROUND IN A PUBLIC UTILITY EASEMENT RATHER THAN RIGHT-OF-WAY. WHERE EXISTING OVERHEAD ELECTRICAL SERVICE EXISTS, ELECTRIC UTILITY SERVICE LINES FOR STREET OR SITE LIGHTING SHALL BE PLACED UNDERGROUND.

20) ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER AND/OR HIS/HER ASSIGNS.

21) THE FINAL PLAT OF VILLAGES OF HIDDEN LAKE PHASE 6A WAS VACATED PER DOCUMENT NO. 2014095614 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

22) PARKLAND FOR THE VILLAGES OF HIDDEN LAKE HAS BEEN PREVIOUSLY DEDICATED. THE TOTAL PARKLAND DEDICATION FOR THE DEVELOPMENT IS 13.57 ACRES FOR 1285 PLANNED SINGLE FAMILY LOTS.

23) NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT EXCEPT AS APPROVED BY TRAVIS COUNTY.

SHEET 3 OF 4

PROJECT NO. 2143-2-009-22

BAKER-AICKLEN & ASSOCIATES, INC.
ENGINEERS | SURVEYORS | GIS | PLANNERS | LANDSCAPE ARCHITECTS
ROUND ROCK
8077 WEST LIBERTY AVE.
ROUND ROCK, TEXAS 78664
(512) 244-9322
ENGINEERING FIRM # F-45
SURVEY FIRM # 100231-03
TBAE # 17297

Surveyed

(Page 4 of 5) Created 11-13-14 at 4:49 pm

2014000108

FINAL PLAT OF
THE VILLAGES OF HIDDEN LAKE
PHASE 6A-1

11.06 ACRES OUT OF GEORGE M. MARTIN SURVEY NO. 9, ABSTRACT NO. 529, TRAVIS COUNTY, TEXAS

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

THAT I, JAMES DORNEY, ACTING ON BEHALF OF BLD VOHL 6A-1, LLC, A TEXAS LIMITED LIABILITY COMPANY, BEING THE OWNER OF 23.04 ACRES OF LAND OUT OF THE GEORGE M. MARTIN SURVEY NO. 9, ABSTRACT NO. 529 IN TRAVIS COUNTY, TEXAS. SAME BEING CONVEYED BY DEED OF RECORD IN DOCUMENT NO. 2013092192, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 11.06 ACRES OF LAND, IN ACCORDANCE WITH THE ATTACHED PLAT, PURSUANT TO CHAPTER 232 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS:

THE VILLAGES OF HIDDEN LAKE, PHASE 6A-1

AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL THE STREETS, ALLEYS, PARKS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS THE 1 DAY OF APRIL, 20 14, A.D.

BLD VOHL 6A-1, LLC, A TEXAS LIMITED LIABILITY COMPANY

BY: _____
PRINTED NAME: JAMES DORNEY
TITLE: PRESIDENT
6801 RANCH ROAD 2222
BUILDING 1, SUITE 150
AUSTIN, TEXAS 78730

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JAMES DORNEY, ACTING ON BEHALF OF BLD VOHL 6A-1, LLC, A TEXAS LIMITED LIABILITY COMPANY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

WITNESS MY HAND, THIS THE 1 DAY OF APRIL, 20 14, A.D.

NOTARY PUBLIC, STATE OF TEXAS

CODY STEVEN THOMAS
Notary Public, State of Texas
My Commission Expires
July 07, 2015

UDF IV FINANCE II, L.P.,
a Delaware limited partnership

By: UDF IV Finance II Manager, LLC
a Delaware limited liability company
its sole General Partner

By: United Development Funding IV,
a Maryland real estate investment trust,
its Managing Member

By: _____
Chief Accounting Officer

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 2nd day of April, 2014, by David Hansen, Chief Accounting Officer of United Development Funding IV, a Maryland real estate investment trust, the Managing Member of UDF IV Finance II Manager, LLC, a Delaware limited liability company, the sole General Partner of UDF IV Finance II, L.P., a Delaware limited partnership, on behalf of said entity.

_____
Notary Public, State of Texas

DONNA R. LAWSON
Notary Public, State of Texas
My Commission Expires
October 03, 2015

THE FIRM BANK & TRUST COMPANY,
an Oklahoma banking corporation

By: _____
Name: STEVE ISRAEL
Title: SVP

Address for Notices:
2811 Turtle Creek Boulevard, Suite 1100
Dallas, TX 75219

JENNIFER MUMFORD
Notary Public, State of Texas
My Commission Expires
November 17, 2014

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 4 day of April, 2014, by Steve Israel, the SVP of The FIRM Bank & Trust Company, an Oklahoma banking corporation, on behalf thereof.

_____
Notary Public, State of Texas

I, JAMES A. HUFFCUT, JR., P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, IS COMPLETE AND COMPLIES WITH THE ENGINEERING RELATED PORTIONS OF CHAPTER 82 OF THE TRAVIS COUNTY SUBDIVISION REGULATIONS, AND THE CITY OF PFLUGERVILLE SUBDIVISION REGULATIONS, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100-YEAR FLOOD PLAIN OF ANY WATERWAY THAT IS WITHIN THE LIMITS OF STUDY OF THE FEDERAL FLOOD INSURANCE ADMINISTRATION, FIRM PANEL NO. 48453C0280H, DATE SEPTEMBER 26, 2008, FOR TRAVIS COUNTY, TEXAS.

STATE OF TEXAS
JAMES A. HUFFCUT, JR.
55253
LICENSED
PROFESSIONAL ENGINEER

_____ 3-31-14
JAMES A. HUFFCUT, JR., P.E.
LIC. NO. 55253
PAPE-DAWSON ENGINEERS, INC.
7800 SHOAL CREEK BLVD., SUITE 220 W
AUSTIN, TEXAS 78757 TBPE Firm # 470

PHONE NUMBER: (512) 454-8711
FAX NUMBER: (512) 459-8867

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

_____ 3/5/2014
MARGARET A. NOLEN
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5589
BAKER-AICKLEN AND ASSOC. INC.
507 WEST LIBERTY AVE.
ROUND ROCK, TEXAS 78664

PHONE NUMBER: (512) 244-9020
FAX NUMBER: (512) 244-9023

STATE OF TEXAS
REGISTERED
MARGARET A. NOLEN
5589
PROFESSIONAL
LAND SURVEYOR

COMMISSIONERS' COURT RESOLUTION

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

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

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

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

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 15TH DAY OF MAY, 2014 A.D. AT 1:56 O'CLOCK P.M. DULY RECORDED ON THE 15TH DAY OF MAY, 2014 A.D. AT 1:56 O'CLOCK P.M. OF SAID COUNTY AND STATE IN DOCUMENT NUMBER 2014000108 OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE 15TH DAY OF MAY, 2014 A.D.

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

_____
DEPUTY
M. MITCHELL

SEAL OF COUNTY CLERK TRAVIS COUNTY, TEXAS

THE STATE OF TEXAS

COUNTY OF TRAVIS

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT ON THE 23RD DAY OF April, 20 14, A.D., THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS THE 23RD DAY OF April, 20 14, A.D.

DANA DEBEAUVOIR, COUNTY CLERK
A. M. PEREZ

SEAL OF COUNTY CLERK TRAVIS COUNTY, TEXAS

APPROVED THIS 7TH DAY OF April, 20 14 BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PFLUGERVILLE, TEXAS, ON BEHALF OF THE CITY.

BY: _____
RODNEY BLACKBURN, CHAIRPERSON

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

BY: _____
EMILY BARRON, PLANNING DIRECTOR

ATTEST:
_____
CITY SECRETARY

CITY OF PFLUGERVILLE
TRAVIS CO. PFLUGERVILLE, TEXAS

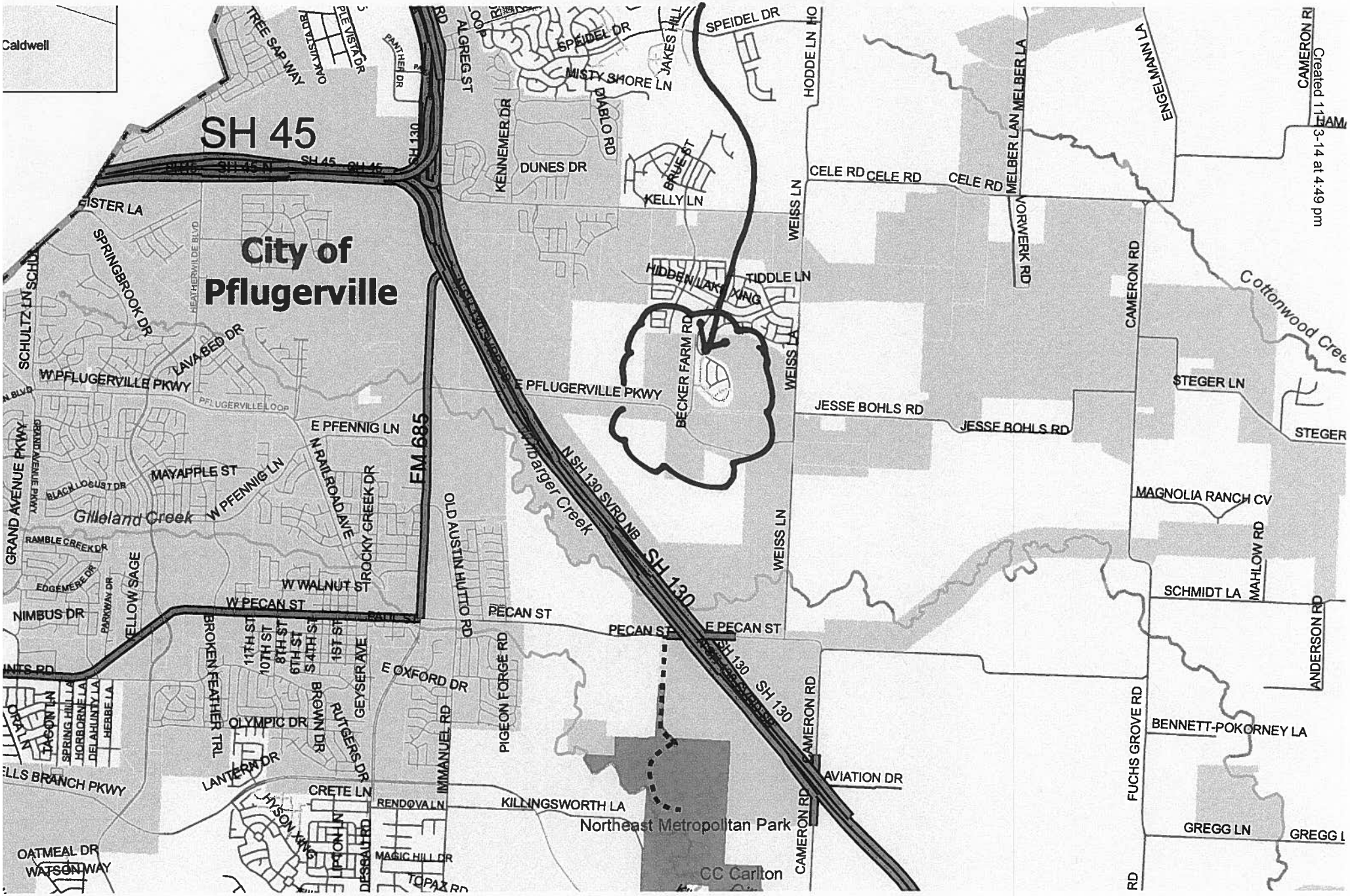
SHEET 4 OF 4
PROJECT NO. 2143-2-009-22

BAKER-AICKLEN & ASSOCIATES, INC.
ENGINEERS | SURVEYORS | GIS | PLANNERS | LANDSCAPE ARCHITECTS
507 WEST LIBERTY AVE.
ROUND ROCK, TEXAS 78664-5644
(512) 244-9020
ENGINEERING FIRM # F-965
SURVEY FIRM # 100233-01
TBAE # 7877
ROUND ROCK

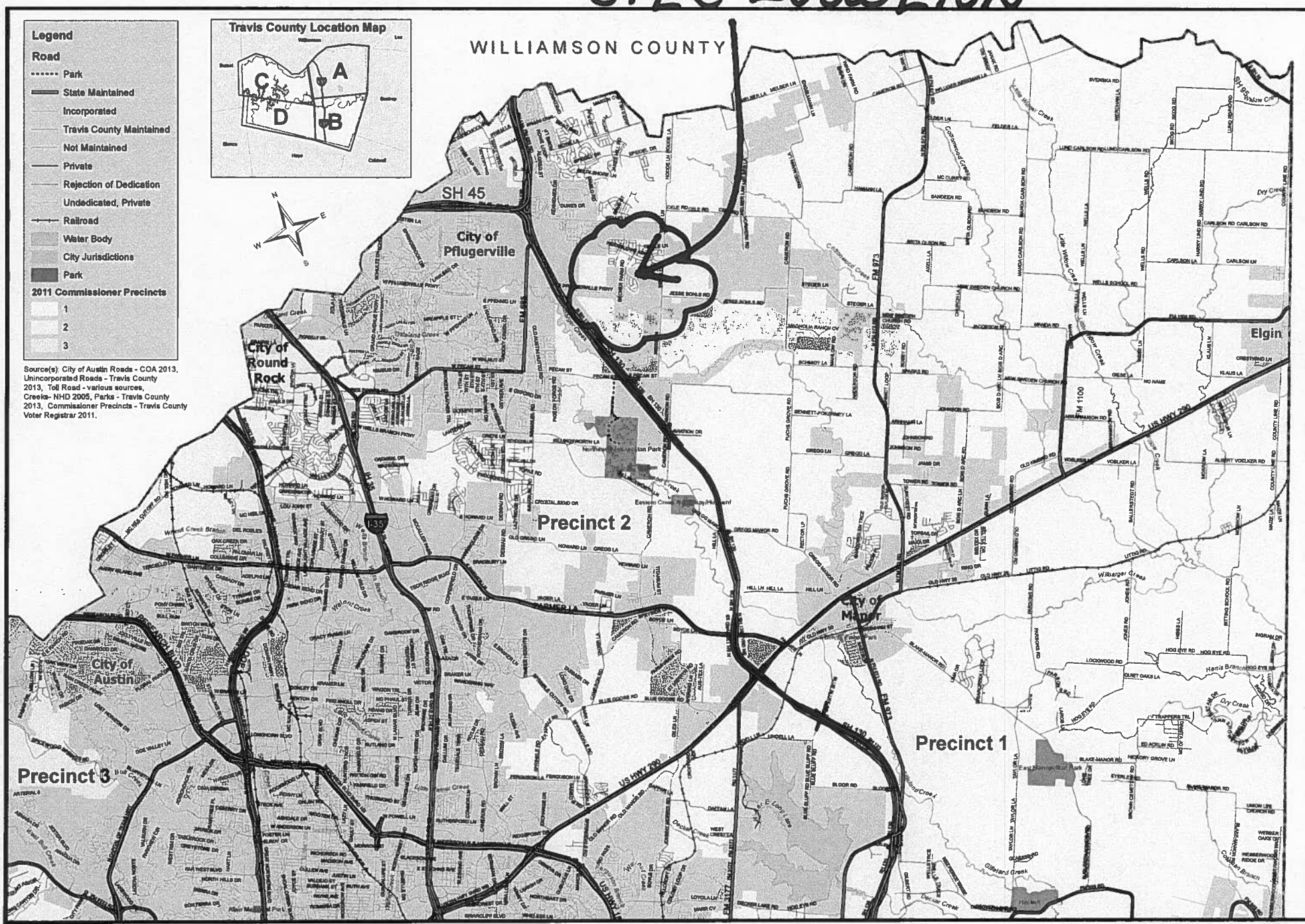
Public Copy

Created 11-13-14 at 4:49 pm

Site Location



Site Location



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

Travis County Roadways, Map A

0 1 Miles

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

Travis County Commissioners Court Agenda Request

Meeting Date: November 18, 2014
Prepared By: Michael Hettenhausen, Planner **Phone #:** (512) 854-7563
Division Director/Manager: Anna Bowlin, Division Director Development Services 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) A plat for recording: Park at Blackhawk III Section 1 Final Plat - 31 Total Lots - Jakes Hill Road - City of Pflugerville ETJ); and
B) Approve a Travis County Subdivision Construction Agreement with RMD Residential, L.P. in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:
A) This final plat consists of 31 total lots (28 single-family residential lots, 2 open-space/drainage easement lots, and 1 open-space lot) on 16.71 acres. There are 1,250 linear feet of public streets proposed with this final plat, which access Jakes Hill Road. Parkland fees in lieu of dedication have been satisfied with the City of Pflugerville through a development agreement. Water and wastewater service to be provided by Lakeside Water Control and Improvement District No. 2C.

B) The applicant, RMD Residential, L.P., wishes to enter into a standard Subdivision Construction Agreement with Travis County.

STAFF RECOMMENDATIONS:
The applicant is currently utilizing an Alternative Fiscal Agreement through Travis County to construct infrastructure improvements and has recently posted the remaining fiscal security. Now that the county has received an amount totalling full fiscal security and the plat was approved by the City of Pflugerville's Planning and Zoning Commission on November 3, 2014, TNR staff recommends approval of the final plat and construction agreement.

ISSUES AND OPPORTUNITIES:
Staff has not been contacted by any adjacent property owners nor registered any interested parties for this application.

FISCAL IMPACT AND SOURCE OF FUNDING:
N/A

EXHIBITS/ATTACHMENTS:

Precinct map
Location map
Proposed final plat
Subdivision Construction Agreement

REQUIRED AUTHORIZATIONS:

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

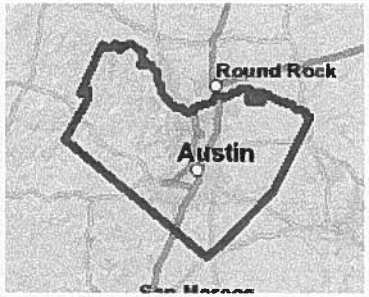
CC:

SM:AB:mh
1101 - Development Services Long Range Planning- Park at Blackhawk III Phase 1 Final Plat

TRAVIS COUNTY

PRECINCT MAP





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Legend

Notes

1: 25,809

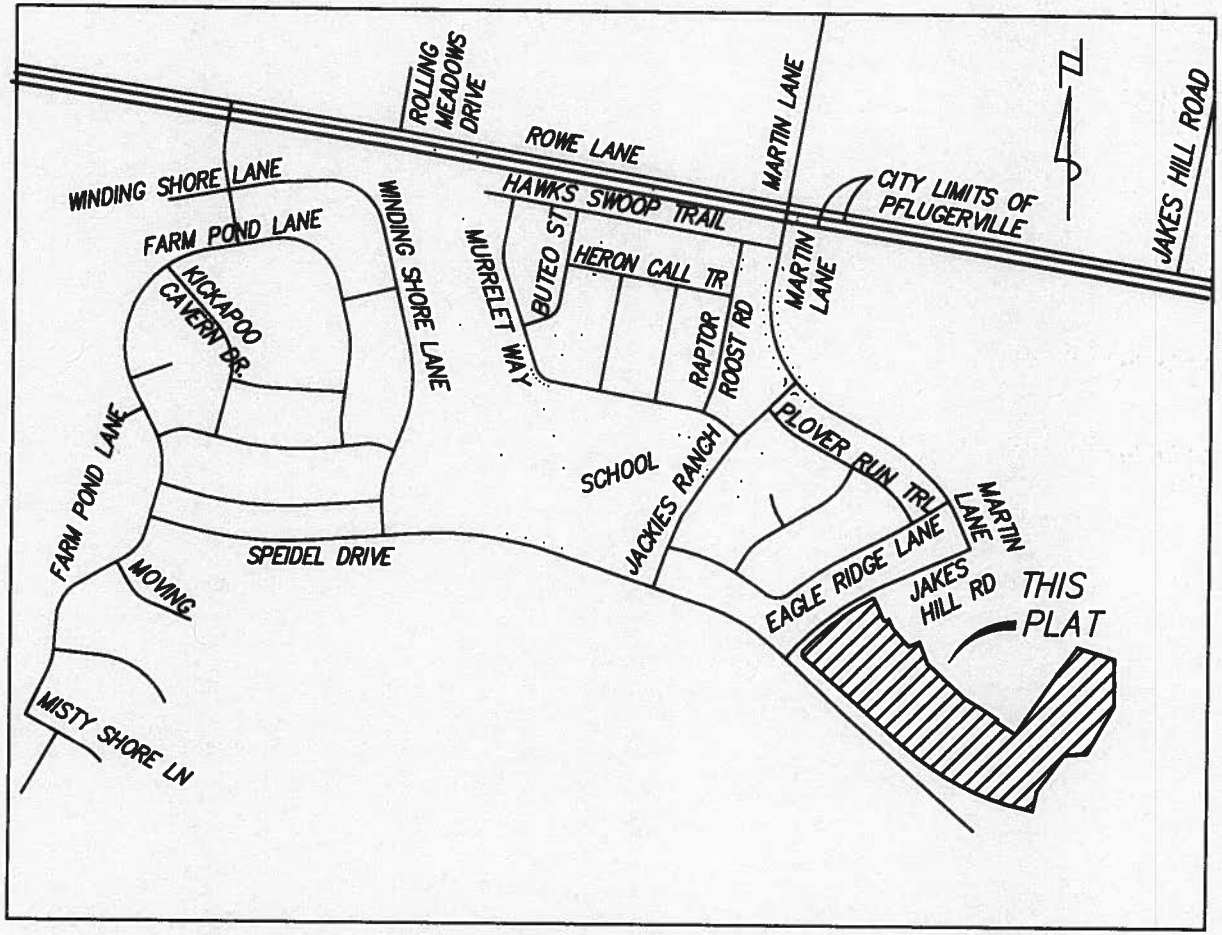
0.8 0 0.41 0.8 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere

© Latitude Geographics Group Ltd.

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

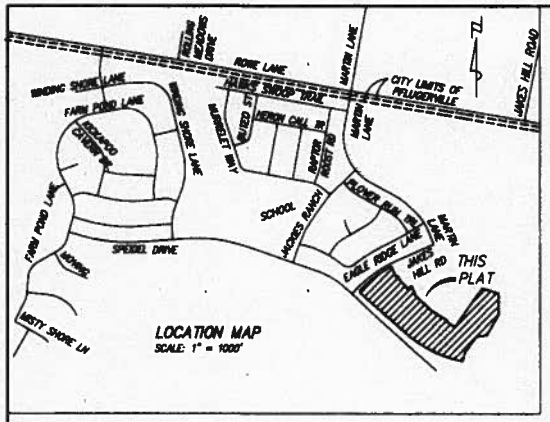


PARK AT BLACKHAWK III–1
LOCATION MAP

DATE: SEPT. 20, 2013 SCALE: 1"=1000'

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

S:\LAND2051-2100\2068\dwg\2068-PLAT.dwg 9/20/2013 11:31:55 AM CDT
Created 11-13-14 at 4:49 pm



FINAL PLAT OF

THE PARK AT BLACKHAWK III SECTION 1

TRAVIS COUNTY, TEXAS

Created 11-13-14 at 4:49 pm

TRAVIS COUNTY
CONSUMER PROTECTION NOTICE FOR HOME BUYERS

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

DATE: OCTOBER 6, 2014

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

RJ SURVEYING & ASSOCIATES, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817 F-10015400

No.	DATE	REVISION	BY
1	10/24/14	ADDRESSED CITY COMMENTS	JKW

S:\LAND2051-2100\2058\dwg\2058-PLAT.dwg 10/28/2014 1:23:47 PM CDT

FINAL PLAT OF THE PARK AT BLACKHAWK III SECTION 1

TRAVIS COUNTY, TEXAS

SCALE: 1"=100'

0 100' 200' 300' 400'

PART OF THAT 23.09 ACRE TRACT OF LAND OUT OF THE V. W. SWEARENGEN SURVEY NO. 32, ABSTRACT No. 724 CONVEYED TO THAT RMD RESIDENTIAL, L.P., BY DEED RECORDED IN DOCUMENT NUMBER 2013221262 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. AND ALL OF THAT 6.232 ACRE TRACT OUT OF SAID V. W. SWEARENGEN SURVEY, CONVEYED TO LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT No. 20, BY DEED RECORDED IN DOCUMENT NUMBER 2013194776 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

LEGEND

- ○ = SET 1/2" IRON ROD WITH "RJ SURVEYING" CAP
- ● = FOUND 1/2" IRON ROD
- PUE = PUBLIC UTILITY EASEMENT
- ROW = RIGHT OF WAY
- WWE = WASTEWATER EASEMENT
- DE = DRAINAGE EASEMENT
- Ⓑ = BLOCK NAME
- = FOUR (4') SIDEWALK REQUIRED (6' ALONG JAKES HILL RD.)
- OPRTC = OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
- SWE = SIDEWALK EASEMENT
- • • • • = HIKE & BIKE TRAIL 10' WIDE

LINE TABLE		
LINE	BEARING	LENGTH
L1	N66°24'34"E	21.98
L2	S33°45'18"W	12.85
L3	N33°45'18"E	15.00
L4	N33°45'18"E	15.00
L5	N50°13'42"E	13.43
L6	N80°57'17"W	51.01
L7	N80°57'17"W	28.35
L8	N33°18'35"W	27.72
L9	N54°40'25"E	35.83
L10	N66°24'34"E	21.98
L11	N54°40'25"E	35.83
L12	N66°24'34"E	39.79
L13	N54°40'25"E	45.78
L14	N00°00'00"E	43.33
L15	N51°47'24"W	76.01
L16	N28°02'43"E	117.26
L17	N28°02'43"E	138.14
L18	N28°02'43"E	20.88
L19	N46°17'20"W	124.25
L20	N33°45'18"E	2.14

MINIMUM FINISHED FLOOR ELEVATIONS (FFE)

BLOCK	LOT No.	FFE
A	1	658.7'
A	2	655.5'
A	3	654.2'
A	4	653.2'
A	5	652.3'
A	6	651.1'
A	7	650.1'
A	8	649.1'
A	9	648.2'
A	10	647.9'
A	11	647.5'
A	12	647.2'
A	13	646.9'
A	14	646.5'
A	15	646.3'
A	16	646.0'
A	17	646.0'

SITE DATA:

AREA OF THIS PLAT: 16.71 ACRES
3 BLOCKS
28 SINGLE FAMILY LOTS
2 OPEN SPACE/DE LOTS
1 OPEN SPACE LOT

AREA SUMMARY	(ACRES)
OPEN SPACE	0.20
OPEN SPACE/DE	2.65
PARKLAND/DE	6.23
RIGHT OF WAY	1.53
SINGLE FAMILY	6.10
TOTAL:	16.71

LOT AREAS (SQUARE FEET)

A1 10,262
A2 9,883
A3 9,562
A4 8,831
A5 8,125
A6 8,125
A7 8,125
A8 8,125
A9 8,125
A10 8,125
A11 8,628
A12 8,381
A13 10,443
A14 12,810
A15 16,864
A16 8,513
A17 8,951

B1 8,881

C1 11,085
C2 9,871
C3 11,172
C4 8,790
C5 8,598
C6 8,459
C7 8,320
C8 8,980
C9 8,317
C10 10,530

BENCH MARK 1:
NORTHING = 10148337.1150 MARTIN LANE
EASTING = 3170648.5349

BENCH MARK 2:
NORTHING = 10147468.58'
EASTING = 3170258.68'

BENCH MARK 1:
CHISELED "X" CUT ON TOP OF CURB
ELEVATION = 663.49' NAVD 88
BENCH MARK 2:
SQUARE CUT ON TOP OF CURB
ELEVATION = 654.98' NAVD 88

LINEAR FEET OF NEW STREETS

NAME	LENGTH
PEARL KIT DRIVE (50' ROW)	170'
BROWN DIPPER DRIVE (60'-50' ROW)	931'
CONDOR WAY (50' ROW)	149'
TOTAL	1250'

DETAIL A
SCALE: 1" = 40'

OWNERS:
RMD RESIDENTIAL L.P. AND
LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT No. 20

No.	DATE	REVISION	BY
1	10/24/14	ADDRESSED CITY COMMENTS	JKW

DATE: OCTOBER 6, 2014 SCALE: 1" = 100'

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

RJ SURVEYING & ASSOCIATES, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817
F-10015400

Created 11-13-14 at 4:49 pm

FINAL PLAT OF

THE PARK AT BLACKHAWK III PHASE 1

NOTES:

1. THIS SUBDIVISION PLAT IS LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF PFLUGERVILLE.
2. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN APPROVED SEWER SYSTEM. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WATER SYSTEM APPROVED BY THE TEXAS STATE DEPARTMENT OF HEALTH.
3. ALL STREETS IN THIS SUBDIVISION SHALL BE CONSTRUCTED WITH CONCRETE CURB AND GUTTER.
4. A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
5. NO DRIVEWAY SHALL BE CONSTRUCTED CLOSER THAN 50 FEET TO THE EDGE OF PAVEMENT OF AN INTERSECTING LOCAL OR COLLECTOR STREET. NO DRIVEWAY SHALL BE CONSTRUCTED CLOSER THAN 150 FEET TO THE EDGE OF PAVEMENT OF AN INTERSECTING ARTERIAL STREET.
6. SIDEWALKS SHALL BE CONSTRUCTED ALONG BOTH SIDES OF PEARL KITE DRIVE, BROWN DIPPER DRIVE AND CONDOR WAY IN THIS SUBDIVISION AND SIDEWALK RAMPS, DESIGNED TO MEET ADA REQUIREMENTS FOR HANDICAP ACCESS, SHALL BE PROVIDED AT ALL STREET INTERSECTIONS. ALL SIDEWALKS SHALL BE 4 FEET IN WIDTH.
7. THIS SUBDIVISION IN SUBJECT TO THE CONDITIONS, COVENANTS AND RESTRICTIONS RECORDED IN DOCUMENT NO. 2002208302 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND THE SUPPLEMENTAL DECLARATIONS TO THE PARK AT BLACKHAWK AND LAKESIDE AT BLACKHAWK MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED IN DOCUMENT NO. 2004108271 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
8. WATER AND WASTEWATER SERVICE WILL BE PROVIDED BY LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT (WCID) NO. 2C THROUGH WHOLESALE AGREEMENTS WITH MANVILLE WATER SUPPLY CORPORATION FOR WATER AND THE CITY OF PFLUGERVILLE FOR WASTEWATER.
9. THE OWNER/SUBDIVIDER, AS LISTED ON THIS PLAT, SHALL BE RESPONSIBLE FOR POSTING FISCAL SURETY FOR THE CONSTRUCTION OF ALL CONCRETE SIDEWALKS AS SHOWN OR LISTED ON THE PLAT. WHETHER INSTALLED BY THE OWNER/DEVELOPER OR INDIVIDUAL HOMEBUILDERS, IT IS THE RESPONSIBILITY OF THE OWNER/SUBDIVIDER TO ENSURE ALL SIDEWALKS ARE ADA COMPLIANT AND BUILT IN SUBSTANTIAL COMPLIANCE WITH THE PROVISIONS OF THE TEXAS ARCHITECTURAL BARRIERS ACT, ARTICLE 9102, TEXAS CIVIL STATUTES, AS ADMINISTERED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION OR TO REQUEST PRE-CONSTRUCTION VARIANCES FOR ANY PROPOSED SIDEWALKS NOT MEETING ADA REQUIREMENTS. APPLICATION FOR THE VARIANCES SHALL BE REQUIRED BEFORE ISSUANCE OF THE DEVELOPMENT PERMIT.
10. THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF THE WCID No. 2C. WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE DISTRICT IN ACCORDANCE WITH ITS RATE ORDER, AS AMENDED. "ALL CONSTRUCTION PLANS FOR WATER, WASTEWATER, AND STORM DRAINAGE IMPROVEMENTS MUST BE PRESENTED TO THE DISTRICT AND APPROVED BY THE DISTRICT'S ENGINEER, PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES. THE DISTRICT MAY INSPECT ALL WATER, WASTEWATER, AND STORM DRAINAGE IMPROVEMENTS.
11. LOT 1A, BLOCK A AND LOT 1A, BLOCK B SHALL BE OWNED AND MAINTAINED BY THE LAKESIDE WCID No. 2C AND ARE RESTRICTED TO NON-RESIDENTIAL USES.
12. LOT 15A, BLOCK A IS RESTRICTED TO NON-RESIDENTIAL USES AND SHALL BE OWNED AND MAINTAINED BY THE LAKESIDE WCID No. 2C.
13. THE HIKE AND BIKE TRAIL ON LOT 15A, BLOCK A, WILL BE OWNED AND MAINTAINED BY THE LAKESIDE WCID No. 2C.
14. WITHIN A SIGHT LINE EASEMENT, ANY OBSTRUCTION OF SIGHT LINE BY VEGETATION, FENCING, EARTHWORK, BUILDINGS, SIGNS, OR ANY OTHER OBJECT WHICH IS DETERMINED TO CAUSE A TRAFFIC HAZARD IS PROHIBITED AND MAY BE REMOVED BY ORDER OF THE TRAVIS COUNTY COMMISSIONERS COURT AT THE OWNER'S EXPENSE. THE PROPERTY IS TO MAINTAIN AN UNOBSTRUCTED VIEW CORRIDOR WITHIN THE BOUNDS OF SUCH EASEMENT AT ALL TIMES.
15. PER THE SIXTH AMENDMENT TO COMPREHENSIVE DEVELOPMENT AGREEMENT THE ASSESSED WASTEWATER IMPACT FEE RATE SHALL BE $1,362 PER LUE FOR ANY WASTEWATER IMPACT FEE PAID PRIOR TO SEPTEMBER 1, 2021.
16. STREETLIGHTS SHALL BE INSTALLED AND OPERATIONAL BY THE SUBDIVIDER WITH PUBLIC IMPROVEMENTS PER ALL CITY OF PFLUGERVILLE STANDARDS. A STREET LIGHTING PLAN SHALL BE APPROVED BY THE APPLICABLE ELECTRIC UTILITY PROVIDER AS WELL AS THE CITY PFLUGERVILLE. ALL LIGHTS ARE TO BE DOWNCAST AND FULL CUT OFF TYPE, A DROP DOWN LENS SHALL BE PROHIBITED.
17. ALL ELECTRICAL UTILITY INFRASTRUCTURE INCLUDING BUT NOT LIMITED TO TELEPHONE, CABLE TELEVISION, ELECTRIC UTILITY LATERAL AND SERVICE LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF PFLUGERVILLE ENGINEERING DESIGN GUIDELINES.
18. A 10 FOOT PUE IS HEREBY DEDICATED ALONG ALL STREET FRONTAGE.
19. PER AGREEMENT WITH THE CITY OF PFLUGERVILLE, NEITHER THE DEVELOPER NOR TRAVIS COUNTY WILL BE REQUIRED TO CONSTRUCT THE SECOND HALF OF JANES HILL ROAD ACCORDING TO THE TRAFFIC IMPACT ANALYSIS UPDATE FOR PARK AT BLACKHAWK SECTIONS II AND DATED JULY 10, 2013.
20. THE PROJECT WILL UTILIZE THE EXISTING REGIONAL POND #4 PER THE SPRIDEL ROAD PHASE II DRAINAGE STUDY, DATED MAY 23, 2007.
21. MINIMUM BUILDING SETBACKS ARE AS FOLLOWS: FRONT: 25', REAR: 20', SIDE: 5', AND STREET SIDE: 15'
22. NO OBJECTS INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT.
23. THE PROPERTY OWNER SHALL PROVIDE ACCESS TO DRAINAGE AND UTILITY EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS FOR INSPECTION, OPERATION, AND MAINTENANCE.
24. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS/HER ASSIGNS.
25. A PORTION OF THIS TRACT IS ENCROACHED BY THE 1% ANNUAL CHANCE AS IDENTIFIED BY THE U. S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 48453C0285H, EFFECTIVE DATE SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS. THE FLOODPLAIN WAS MODIFIED BY BY LOMR CASE No. 08-08-0002P AS SHOWN ON THE PLAN.
26. ALL FLOODPLAIN ARE CONTAINED WITHIN THE PROPOSED DRAINAGE EASEMENT SHOWN ON THE PLAN.
27. ALL DRAINAGE EASEMENTS SHALL BE OWNED AND MAINTAINED BY THE LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT 2C.
28. THE WASTEWATER EASEMENT LOCATED BETWEEN LOTS 13 AND 14, BLOCK A, WILL BE MAINTAINED BY LAKESIDE WCID No. 2C.

PARKLAND DEDICATION REQUIREMENT NOTE:
TO DATE, ALL PUBLIC PARKLAND REQUIREMENTS HAVE BEEN MET PER THE COMPREHENSIVE DEVELOPMENT AGREEMENT BETWEEN TIEMANN LAND AND CATTLE DEVELOPMENT, INC AND THE CITY OF PFLUGERVILLE, DATED APRIL 29, 1997, AND AS AMENDED.

STATE OF TEXAS
COUNTY OF

KNOW ALL MEN BY THESE PRESENTS THAT RMD RESIDENTIAL, L.P., OWNER OF THAT CERTAIN 23.09 ACRE TRACT OF LAND OUT OF THE V. W. SWEARENGEN SURVEY NO. 32, ABSTRACT No. 724 CONVEYED TO IT BY DEED RECORDED IN DOCUMENT NUMBER 2013221262 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT No. 2D, THE OWNER OF THAT CERTAIN 6.232 ACRE TRACT OUT OF SAID V. W. SWEARENGEN SURVEY, CONVEYED TO IT BY DEED RECORDED IN DOCUMENT NUMBER 2013104776 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. DO HEREBY SUBDIVIDE 16.71 ACRES OUT OF SAID TRACTS IN ACCORDANCE WITH CHAPTER 232 AND CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE AS SHOWN HEREON, TO BE KNOWN AS "THE PARK AT BLACKHAWK III PHASE 1" AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON SHOWN ON SAID PLAT, SUBJECT TO ANY EASEMENTS AND / OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS THE 29 DAY OF October A. D. 2014

RMD RESIDENTIAL, L.P.

BY: Kurt Ben Hesse ITS Manager

508 BAYLOR STREET
AUSTIN, TX 78703

LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT No. 2D,

BY: _____

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Kurt Ben Hesse KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 29th DAY OF October 2014

BY: Elizabeth C. Jones
NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME:
MY COMMISSION EXPIRES:

ELIZABETH C. JONES
Notary Public, State of Texas
My Commission Expires
November 20, 2014

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ___ DAY OF _____, 20___

BY: _____
NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME:
MY COMMISSION EXPIRES:

SURVEYORS CERTIFICATION:

I, J. KENNETH WEIGAND, AN AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND CORRECT; WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND; THAT ALL BOUNDARY CORNERS, ANGLE POINTS AND POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED ON THE GROUND AS SHOWN HEREON, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH TRAVIS COUNTY ORDER NO. 8598 STANDARDS FOR THE CONSTRUCTION OF STREETS AND DRAINAGE IN SUBDIVISIONS OF 1984, AS AMENDED, AND THE CITY OF PFLUGERVILLE RULES AND REGULATIONS.

J. K. Weigand Oct. 28, 2014

J. KENNETH WEIGAND
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5741
STATE OF TEXAS

STATE OF TEXAS · REGISTERED · JOHN KENNETH WEIGAND · 5741 · PROFESSIONAL · LAND SURVEYOR

ENGINEER'S CERTIFICATION:

THE 100-YEAR FLOOD PLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENT AS SHOWN HEREON. NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) #48453C0285H, TRAVIS COUNTY, TEXAS EFFECTIVE DATE SEPTEMBER 26, 2008 AS AMENDED BY LOMR CASE No. 08-08-0002P.

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

J. KEITH COLLINS
LICENSED PROFESSIONAL ENGINEER No. 80579
STATE OF TEXAS

STATE OF TEXAS · J. KEITH COLLINS · 80579 · LICENSED · PROFESSIONAL · ENGINEER

10/28/14

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD
C1	457.59	1455.00	18°01'10"	N52°30'52"E	455.71
C2	4.99	325.00	0°52'50"	N61°56'20"E	4.99
C3	626.65	1465.00	24°35'11"	N81°11'35"W	623.64
C4	40.32	25.00	92°24'17"	N02°41'31"W	36.09
C5	176.81	1465.00	6°54'54"	N70°01'44"W	176.70
C6	451.84	1465.00	17°40'17"	N57°44'08"W	450.05
C7	79.07	275.00	16°28'24"	N41°59'30"E	78.79
C8	59.48	325.00	10°29'06"	N38°59'53"E	59.39
C9	30.03	25.00	68°49'01"	N84°38'13"E	28.25
C10	85.73	325.00	15°06'47"	N41°18'42"E	85.48
C11	26.25	325.00	4°37'39"	N48°33'16"E	26.24
C12	20.48	25.00	46°55'30"	N23°24'10"E	19.91
C13	144.25	50.00	165°17'51"	N84°33'11"E	99.18
C14	21.03	25.00	48°11'23"	N38°51'35"W	20.41
C15	22.87	50.00	26°12'16"	N15°02'23"E	22.67
C16	52.22	50.00	59°50'39"	N58°03'31"E	49.88
C17	57.76	50.00	66°11'19"	N36°35'10"W	54.60
C18	11.40	50.00	13°03'37"	N19°17'42"W	11.37
C19	134.77	651.27	11°51'22"	N55°01'35"W	134.53
C20	71.73	651.27	6°18'38"	N57°47'56"W	71.69
C21	63.04	651.27	5°32'44"	N51°52'16"W	63.01
C22	145.11	701.27	11°51'22"	N55°01'35"W	144.86
C23	22.31	701.27	1°49'22"	N60°02'38"W	22.31
C24	63.98	701.27	5°13'39"	N56°31'05"W	63.96
C25	58.82	701.27	4°48'22"	N51°30'05"W	58.81
C26	102.16	425.00	13°46'19"	N42°12'45"W	101.91
C27	59.24	425.00	7°59'10"	N45°06'19"W	59.19
C28	42.92	425.00	5°47'09"	N38°13'10"W	42.90
C29	126.19	525.00	13°46'19"	N42°12'45"W	125.89
C30	59.22	525.00	6°27'45"	N45°32'02"W	59.18
C31	62.65	525.00	6°50'15"	N39°13'02"W	62.61
C32	4.32	525.00	0°28'19"	N35°33'45"W	4.32
C33	31.42	20.00	90°00'00"	N89°40'25"E	28.28
C34	56.38	275.00	11°44'30"	N80°32'40"E	56.28
C35	61.61	325.00	10°51'40"	N80°06'15"E	61.52
C36	68.60	325.00	11°44'30"	N80°32'40"E	68.49
C37	31.42	20.00	90°00'00"	N89°19'35"W	28.28
C38	123.28	1455.00	4°51'14"	N59°09'50"E	123.22
C39	32.11	20.00	91°58'48"	N10°40'18"E	28.77
C40	101.41	1455.00	3°59'37"	N54°10'25"E	101.39
C41	32.11	20.00	91°58'48"	N81°19'29"W	28.77
C42	232.92	1455.00	9°10'19"	N48°05'27"E	232.67

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

BY: _____
RODNEY BLACKBURN, CHAIR

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

BY: _____
EMILY BARRON, PLANNING DIRECTOR

ATTEST:
_____
KAREN THOMPSON, CITY SECRETARY

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

BY: _____
EMILY BARRON, PLANNING DIRECTOR

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

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

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

THE STATE OF TEXAS
COUNTY OF TRAVIS

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

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

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

BY: _____
DEPUTY

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

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

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

BY: _____
DEPUTY

DATE: OCTOBER 6, 2014

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

RJ SURVEYING & ASSOCIATES, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817
F-10015400

Created 11-13-14 at 4:49 pm

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§ EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS COUNTY OF TRAVIS

This Agreement is made and entered into by and between RMD Residential, LP, (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 "Park at Blackhawk III Section 1" (the "Subdivision"); and

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

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

NOW, THEREFORE, the Parties agree as follows:

I. Subdivider's Obligations

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

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

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

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

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

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

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

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

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

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

II. County's Obligations

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

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

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

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

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

a. The failure of the Subdivider to construct the Improvements to the applicable County Standards;

b. The Subdivider's failure to renew or replace the Security at least forty-five (45) days prior to its expiration;

c. The acquisition of the Property or a portion of the Property by the issuer of the Security or other creditor through foreclosure or an assignment or conveyance in lieu of foreclosure;

d. The arrangement by the Commissioners Court for the completion of one or more of the Improvements; or

e. The determination by the Commissioners Court that the completion of one or more of the public Improvements is in the public Interest.

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

F. Use of Proceeds.

1) The County must utilize the proceeds of any posted security solely for the purpose of completing the Improvements to the County's Standards or to correct defects in or failures of the Improvements.

2) The County may in its sole discretion complete some or all of the unfinished Improvements at the time of default, regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced, without incurring any obligation to complete any of the unfinished Improvements. If the County uses the proceeds to complete, repair, or reconstruct the Improvements, it will do so as a public trustee of the development process in order to protect purchasers and taxpayers from the adverse consequences of a subdivider default or to protect the

public interest by completing the Improvements.

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

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

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

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

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

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

III. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

Subdivider: RMD Residential, LP
508 Baylor Street
Austin TX 78703

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

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

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

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

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

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

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

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

TRAVIS COUNTY, TEXAS

_____
County Judge

SUBDIVIDER:

Created 11-13-14 at 4:49 pm

Date: 19 Aug 2013

By: Nathan Neese
Name:
Title: Manager
Authorized Representative
Date: 8/19/13

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the day of , 19th August 2013, by Nathan Neese, in the capacity stated herein.

Signature of Notary
Sharon A. Lastrapes

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

Sharon A. Lastrapes
Notary Public, State of Texas
My Commission Expires
May 25, 2016

16.71 Acres – The Park at Blackhawk III Section 1

A PARCEL OF LAND IN TRAVIS COUNTY, TEXAS, BEING A PART OF THE V. W. SWEARENGEN SURVEY No. 32 AND A PART OF THAT 95.414 ACRE TRACT OF LAND CONVEYED TO SLF IV BLACKHAWK LP, BY DEED RECORDED IN DOCUMENT No. 2011043430 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commence at a 1/2" iron set at the Southeast Corner of the right of way for Jakes Hill Road (90 feet wide) as shown on the plat of Park at Blackhawk II Jakes Hill Road and Martin Lane, according to the plat thereof recorded in Document No. 200700014 of the Official Public Records of Travis County, Texas, said point being the beginning of a curve to the right having a radius of 1455.00 feet, a central angle of 04°48'34", a chord bearing N.41°06'00"E., 122.10 feet;

THENCE northeasterly, along the arc of said curve and along the East Line of Jakes Hill Road a distance of 122.13 feet to the Point of Beginning and to a point of compound curvature of a curve to the right;

THENCE northeasterly, along the arc of said curve to the right and along the said East Line of Jakes Hill Road, a distance of 457.59 feet, said curve having a radius of 1455.00 feet, a central angle of 18°01'10", and a chord bearing N.52°30'52"E., 455.71 feet;

THENCE departing said east Line and across the said 95.414 Acre Tract the following 16 courses:

1. S.24°02'52"E. a distance of 135.42 feet to a 1/2" iron rod set at a point on a non-tangent curve to the right;
2. Northeasterly along the arc of said curve, a distance of 4.99 feet, said curve having a radius of 325.00 feet, a central angle of 00°52'50" and a chord bearing N.65°58'29"E., 4.99 feet to a 1/2" iron rod set;
3. N.66°24'54"E. a distance of 21.98 feet to a 1/2" iron rod set;
4. S.23°35'05"E. a distance of 50.00 feet to a 1/2" iron rod set;
5. S.41°58'30"E. a distance of 127.31 feet to a 1/2" iron rod set;
6. N.66°11'03"E. a distance of 59.75 feet to a 1/2" iron rod set;
7. S.21°06'55"E. a distance of 118.32 feet to a 1/2" iron rod set;
8. S.47°12'50"E. a distance of 259.07 feet to a 1/2" iron rod set;
9. S.58°47'29"E. a distance of 159.68 feet to a 1/2" iron rod set;
10. S.56°14'42"E. a distance of 50.00 feet to a 1/2" iron rod set;
11. S.33°45'18"W. a distance of 12.85 feet to a 1/2" iron rod set;
12. S.56°14'42"E. a distance of 121.30 feet to a 1/2" iron rod set;
13. N.33°45'18"E. a distance of 100.44 feet to a 1/2" iron rod set;
14. N.34°55'27"E. a distance of 284.76 feet to a 1/2" iron rod set;
15. N.37°16'12"E. a distance of 166.12 feet to a 1/2" iron rod set;
16. S.73°40'10"E. a distance of 200.00 feet to a 1/2" iron rod set in the East Line of the said 95.414 Acre Tract;

THENCE along said East Line the following five courses:

1. S.00°00'00"E. a distance of 245.70 feet to a 1/2" iron rod set;
2. S.30°00'00"W. a distance of 280.00 feet to a 1/2" iron rod set;
3. S.85°00'00"W. a distance of 120.00 feet to a 1/2" iron rod set;
4. S.36°33'03"W. a distance of 230.33 feet to a 1/2" iron rod set;
5. S.12°04'05"W. a distance of 105.74 feet to a cross cut in concrete set in the North Line of that 901 square foot parcel of land conveyed square foot tract of land dedicated for right of way by deed recorded in Document No. 2008070484 of the Official Public

Records of Travis County, Texas;

THENCE N.76°54'56"W., along said North Line, a distance of 132.88 feet to a 1/2" iron rod set at a point on a non-tangent curve to the right, the same being the North Line of Speidel Drive as described in Document No. 2007052450 of the Official Public Records of Travis County, Texas;

THENCE along the Northerly Line of Speidel Drive the following three courses:

1. Northwesterly along the arc of said curve, a distance of 628.65 feet, said curve having a radius of 1465.00 feet, a central angle of 24°35'11" and a chord bearing N.61°11'35"W., 623.84 feet to a 1/2" iron rod set;
2. N.48°54'00"W. a distance of 690.96 feet to a 1/2" iron rod set at a point of curvature of a curve to the right;
3. Northerly, along the arc of said curve to the right a distance of 40.32 feet to a 1/2" iron rod set, said curve having a radius of 25.00 feet, a central angle of 92°24'17", and a chord bearing N.02°41'51"W., 36.09 feet to the said Point of Beginning.

Containing 16.71 acres, more or less, as shown on the plat attached.

Aug. 13, 2013

J. Kenneth Weigand
Registered Professional Land Surveyor No. 5741
State of Texas



RJ Surveying & Associates, Inc.
1212 East Braker Lane
Austin, Texas 78753

All iron rods set have RJ Surveying caps
Bearings are based on the said plat of Park at Blackhawk II Jakes Hill Road and Martin Lane

Travis County Commissioners Court Agenda Request

Meeting Date: November 18, 2014
Prepared By: Michael Hettenhausen, Planner **Phone #:** (512) 854-7563
Division Director/Manager: Anna Bowlin, Division Director Development Services 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) A plat for recording: Park at Blackhawk VII Section 1A Final Plat - 10 Total Lots - Martin Lane - City of Pflugerville ETJ); and
B) Approve a Travis County Subdivision Construction Agreement with RMD Residential, L.P. in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:
A) This short form final plat consists of 10 single-family residential lots on 2.73 acres. There are no new public or private streets proposed with this final plat; all lots front on an existing section of Martin Lane. Parkland fees in lieu of dedication have been satisfied with the City of Pflugerville through a development agreement. Water and wastewater service to be provided by Lakeside Water Control and Improvement District No. 2C.

B) The applicant, RMD Residential, L.P., wishes to enter into a standard Subdivision Construction Agreement with Travis County.

STAFF RECOMMENDATIONS:
The applicant is currently utilizing an Alternative Fiscal Agreement through Travis County to construct infrastructure improvements and has recently posted the remaining fiscal security. Now that the county has received an amount totalling full fiscal security and the plat has been approved by the City of Pflugerville's Planning and Zoning Commission on November 3, 2014, TNR staff recommends approval of the final plat and construction agreement.

ISSUES AND OPPORTUNITIES:
Staff has not been contacted by any adjacent property owners nor registered any interested parties for this application.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

EXHIBITS/ATTACHMENTS:

Precinct map
Location map
Proposed final plat
Subdivision Construction Agreement

REQUIRED AUTHORIZATIONS:

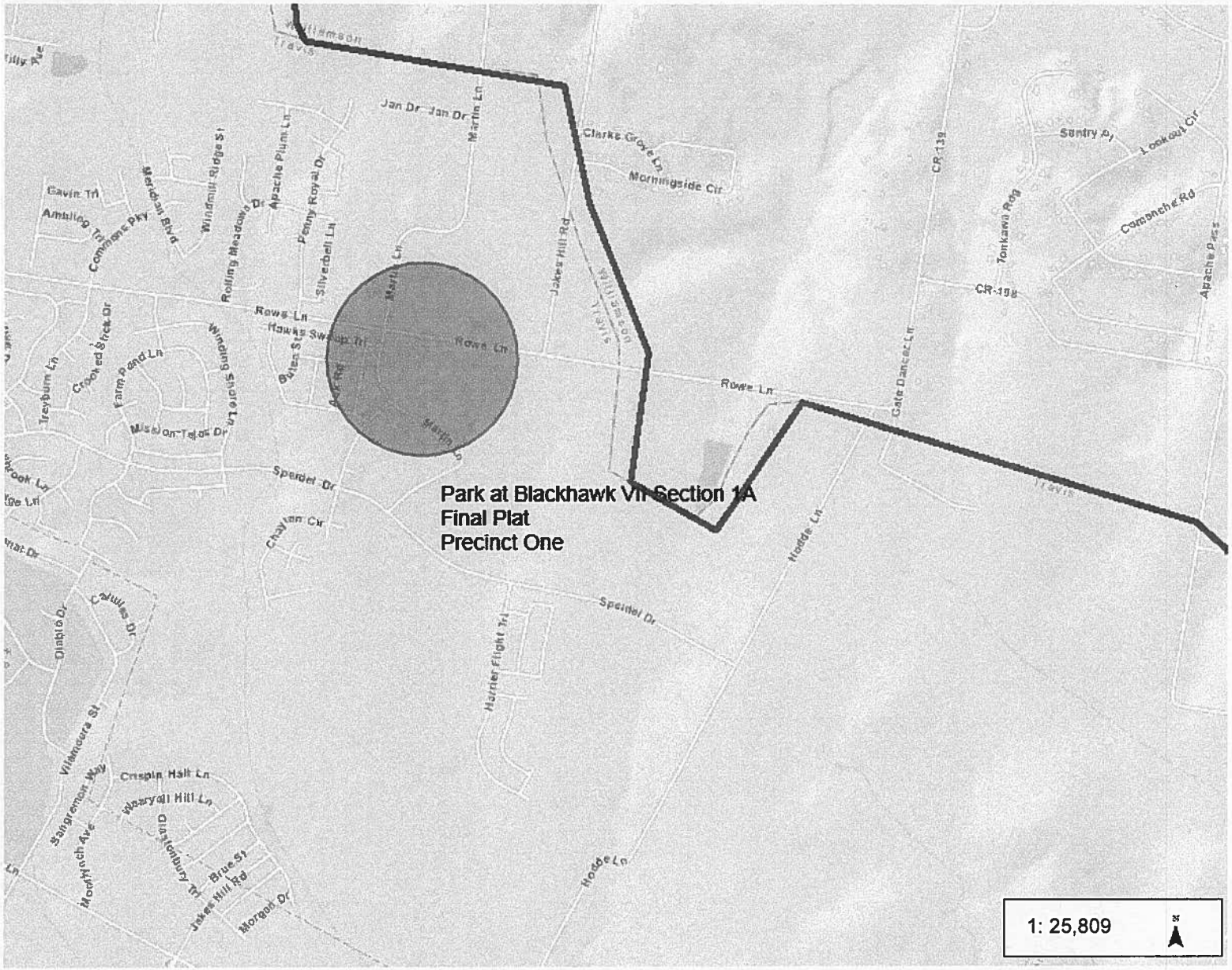
Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429

CC:

SM:AB:mh
1101 - Development Services Long Range Planning- Park at Blackhawk VII Phase 1A Final Plat

TRAVIS COUNTY

PRECINCT MAP



WGS_1984_Web_Mercator_Auxiliary_Sphere

© Latitude Geographics Group Ltd.

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

Legend

Notes

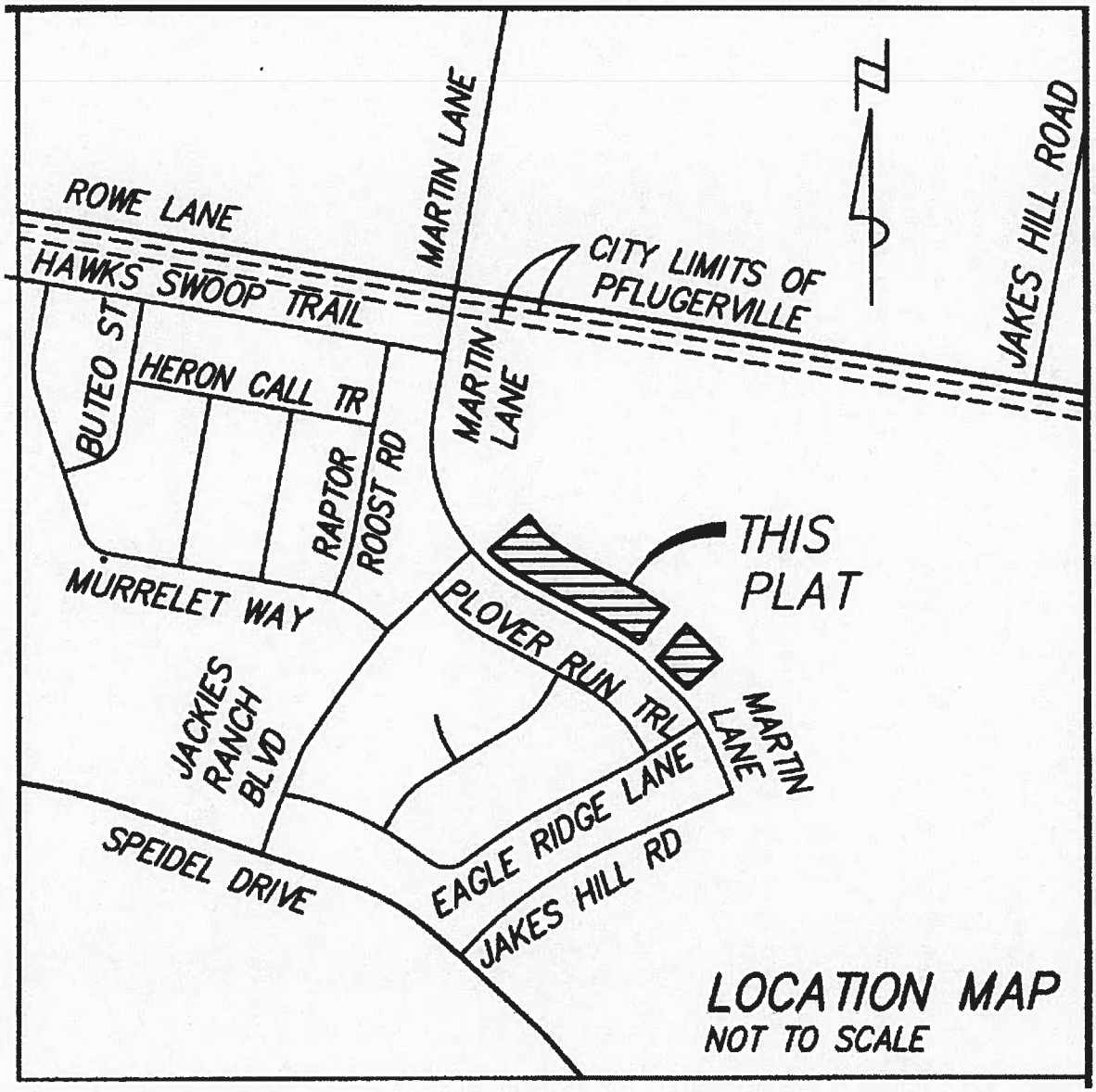
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FINAL PLAT OF

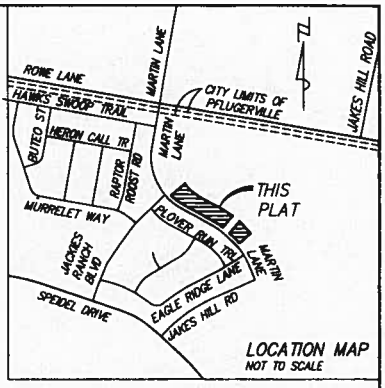
PARK AT BLACKHAWK VII SECTION 1A

TRAVIS COUNTY, TEXAS



Created 11-13-14 at 4:49 pm

FINAL PLAT OF
THE PARK AT BLACKHAWK VII SECTION 1A
TRAVIS COUNTY, TEXAS



TRAVIS COUNTY CONSUMER PROTECTION NOTICE FOR HOME BUYERS

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

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No.	DATE	REVISION	BY

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

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

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FINAL PLAT OF

THE PARK AT BLACKHAWK VII SECTION 1A

TRAVIS COUNTY, TEXAS

SCALE: 1"=100'

0 100' 200' 300' 400'

LOT AREAS:

C-18 14,383 sq.ft.
C-17 9,891 sq.ft.
C-16 13,954 sq.ft.
C-15 11,704 sq.ft.
C-14 11,704 sq.ft.
C-13 12,088 sq.ft.
C-12 8,484 sq.ft.
C-11 12,652 sq.ft.

F-5 12,102 sq.ft.
F-6 12,382 sq.ft.

BENCH MARKS

BENCH MARK 1:
CHISELED "X" CUT ON TOP OF CURB
NORTHING = 10148337.28'
EASTING = 3170945.48'
ELEVATION = 663.49' NAVD 88

BENCH MARK 2:
SQUARE CUT ON CONCRETE RAMP
NORTHING = 10147469.57'
EASTING = 3170256.68'
ELEVATION = 654.56' NAVD 88

BRIEF LEGAL DESCRIPTION::

2.73 ACRES OUT OF THE V.W. SWEARENGEN SURVEY No. 32, CONVEYED TO RMD RESIDENTIAL, L.P. BY DOCUMENT No. 2012007146 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

LEGEND:

- ° = SET 1/2" IRON ROD WITH "RJ SURVEYING" CAP
- AE = ACCESS EASEMENT
- DE = DRAINAGE EASEMENT
- PUE = PUBLIC UTILITY EASEMENT
- WWE = PUBLIC WASTEWATER EASEMENT
- SLE = SIGHT LINE EASEMENT
- (F) = BLOCK NAME
- ..... = SIDEWALK REQUIRED (4' WIDE)
- OPRTC = OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

RMD RESIDENTIAL, LP
47.98 ACRES
DOC No. 2012007146 OPRTC

FUTURE JACKES RANCH BOULEVARD

THE PARK AT BLACKHAWK II PHASE 2B DOC. No. 200800048

JACKES RANCH BLVD.

SLE SEE DETAIL A

MARTIN LANE

70' RIGHT OF WAY BY PLAT OF PARK AT BLACKHAWK II JAKES HILL ROAD AND MARTIN LANE DOCUMENT No. 200700014 OPRTC

PLOVER RUN TRAIL

THE PARK AT BLACKHAWK II PHASE 3B DOC. No. 201300073

HORNED OWL TRAIL

SAND LARK LANE (FUTURE)

SEE EASEMENT DETAIL B

RMD RESIDENTIAL, LP
47.98 ACRES
DOC No. 2012007146 OPRTC

APPROXIMATELY S60°26'54"W 4238.76' TO SW CORNER OF V. W. SWEARENGEN SURVEY NO. 32

BENCH MARK 1

EAGLE RIDGE LANE

JAKES HILL ROAD

THE PARK AT BLACKHAWK II PHASE 3A DOCUMENT No. 201200144

90' RIGHT OF WAY BY PLAT OF PARK AT BLACKHAWK II JAKES HILL ROAD AND MARTIN LANE DOCUMENT No. 200700014 OPRTC

RMD RESIDENTIAL, LP
23.09 ACRES
DOCUMENT No. 2013221262 OPRTC

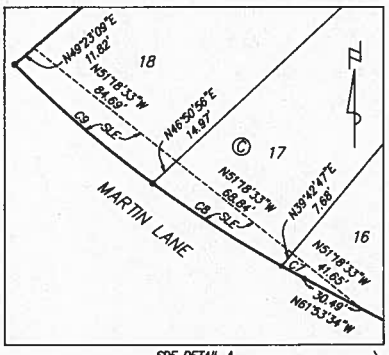
JAKES HILL ROAD

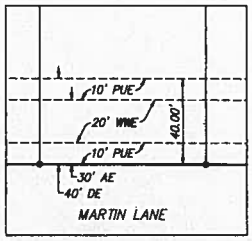
BENCH MARK 2

RIGHT OF WAY BY DOCUMENT No. 2007052450 OPRTC

ROME LANE DEVELOPMENT LTD. REMAINDER OF 9.225 ACRES DOC. No. 2005235307 OPRTC

SDE DETAIL A
SCALE: 1" = 40'





EASEMENT DETAIL B
SCALE: 1 = 40'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD	TAN
C1	41.55	635.00	4°01'12"	N44°17'44"W	44.54	22.29
C2	151.47	885.00	9°48'22"	N56°59'23"W	151.28	75.92
C3	168.13	565.00	17°02'58"	N53°22'05"W	167.51	84.69
C4	74.37	885.00	4°48'54"	N54°29'39"W	74.35	37.21
C5	51.78	885.00	3°21'09"	N58°34'41"W	51.77	25.90
C6	25.31	885.00	1°38'19"	N61°04'25"W	25.31	12.66
C7	11.99	565.00	1°12'58"	N61°17'05"W	11.99	6.00
C8	71.23	565.00	7°13'26"	N57°03'53"W	71.19	35.66
C9	84.90	565.00	8°36'34"	N49°08'53"W	84.82	42.53
C10	89.29	885.00	5°46'52"	S49°11'48"E	89.26	44.68

LINE TABLE

LINE	LENGTH	BEARING
L1	53.97'	S47°03'04"E
L2	53.97'	S44°06'22"E
L3	53.97'	S41°09'39"E
L4	6.54'	S38°12'57"E
L5	76.47'	S37°29'26"E
L6	49.57'	S49°57'40"E
L7	74.80'	S56°38'01"E
L8	54.10'	S60°46'39"E
L9	53.97'	S57°51'15"E
L10	53.97'	S54°54'32"E

SITE DATA:

AREA OF THIS PLAT: 2.73 ACRES
2 BLOCKS
10 SINGLE FAMILY LOTS

OWNER/SUBDIVIDER:

RMD RESIDENTIAL, LP
508 BAYLOR STREET
AUSTIN, TX 78703

DATE: SEPTEMBER 29, 2014 SCALE: 1" = 100'

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

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

No.	DATE	REVISION	BY

SHEET 2 OF 3 SHEETS

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FINAL PLAT OF

THE PARK AT BLACKHAWK VII SECTION 1A

TRAVIS COUNTY, TEXAS

NOTES:

1. THIS SUBDIVISION PLAT IS LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF PFLUGERVILLE.
2. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN APPROVED SEWER SYSTEM. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WATER SYSTEM APPROVED BY THE TEXAS STATE DEPARTMENT OF HEALTH.
3. A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
4. INDIVIDUAL ACCESS TO EACH LOT WITHIN THIS PLAT WILL HAVE ACCESS TO THE EASEMENT SHOWN HEREON. NO DIRECT ACCESS FROM AN INDIVIDUAL LOT TO MARTIN LANE SHALL BE PERMITTED.
5. THIS SUBDIVISION IN SUBJECT TO THE CONDITIONS, COVENANTS AND RESTRICTIONS RECORDED IN DOCUMENT NO. 2002010202 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND THE SUPPLEMENTAL DECLARATIONS TO THE PARK AT BLACKHAWK AND LAKESIDE AT BLACKHAWK MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED IN DOCUMENT NO. 2004108271 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
6. WATER AND WASTEWATER SERVICE WILL BE PROVIDED BY LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT (WCID) No. 2C.
7. THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF THE WCID No. 2C. WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE DISTRICT IN ACCORDANCE WITH ITS RATE ORDER, AS AMENDED. ALL CONSTRUCTION PLANS FOR WATER, WASTEWATER, AND STORM DRAINAGE IMPROVEMENTS MUST BE PRESENTED TO THE DISTRICT AND APPROVED BY THE DISTRICT'S ENGINEER, PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES. THE DISTRICT MAY INSPECT ALL WATER, WASTEWATER, AND STORM DRAINAGE IMPROVEMENTS.
8. WITHIN A SIGHT LINE EASEMENT, ANY OBSTRUCTION OF SIGHT LINE BY VEGETATION, FENCING, EARTHWORK, BUILDINGS, SIGNS, OR ANY OTHER OBJECT WHICH IS DETERMINED TO CAUSE A TRAFFIC HAZARD IS PROHIBITED AND MAY BE REMOVED BY ORDER OF THE TRAVIS COUNTY COMMISSIONERS COURT AT THE OWNER'S EXPENSE. THE PROPERTY IS TO MAINTAIN AN UNOBSTRUCTED VIEW CORRIDOR WITHIN THE BOUNDS OF SUCH EASEMENT AT ALL TIMES.
9. PER THE SIXTH AMENDMENT TO THE COMPREHENSIVE DEVELOPMENT AGREEMENT, THE ASSESSED IMPACT FEE RATE SHALL BE $1362 PER LUE FOR ANY WASTEWATER IMPACT FEE PAID PRIOR TO SEPTEMBER 1, 2021.
10. STREETLIGHTS SHALL BE INSTALLED AND OPERATIONAL BY THE SUBDIVIDER WITH PUBLIC IMPROVEMENTS PER ALL CITY OF PFLUGERVILLE STANDARDS. A STREET LIGHTING PLAN SHALL BE APPROVED BY THE APPLICABLE ELECTRIC UTILITY PROVIDER AS WELL AS THE CITY PFLUGERVILLE. ALL LIGHTS ARE TO BE DOWNCAST AND FULL CUT OFF TYPE, A DROP DOWN LENS SHALL BE PROHIBITED.
11. ALL ELECTRICAL UTILITY INFRASTRUCTURE INCLUDING BUT NOT LIMITED TO TELEPHONE, CABLE TELEVISION, ELECTRIC UTILITY LATERAL AND SERVICE LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF PFLUGERVILLE ENGINEERING DESIGN GUIDELINES.
12. A 10 FOOT PUE SHALL BE DEDICATED ALONG ALL STREET FRONTAGE.
13. THE PARK AT BLACKHAWK HOME OWNERS ASSOCIATION WILL MAINTAIN THE ACCESS EASEMENT AND PRIVATE DRIVEWAYS ON LOTS 11 THROUGH 18, BLOCK C AND LOTS 5 AND 6, BLOCK F.
14. WATER AND WASTEWATER FACILITIES WILL BE OWNED AND MAINTAINED BY THE LAKESIDE WCID No. 2C.
15. INDIVIDUAL DRIVEWAY ACCESS TO MARTIN LANE IS PROHIBITED FROM LOTS 11 THROUGH 18, BLOCK C AND LOTS 5 AND 6, BLOCK F.
16. NO ANCILLARY STRUCTURES OR LANDSCAPING, EXCLUDING GENERAL GROUND COVER, SHALL BE PERMITTED WITHIN THE WASTEWATER EASEMENT LOCATED ON LOTS 11–18, BLOCK C AND LOTS 5–6, BLOCK F. PROPERTY OWNER SHALL PROVIDE ACCESS TO PUBLIC WASTEWATER EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES OR UTILITY PROVIDERS FOR INSPECTION, OPERATION AND MAINTENANCE OF SAID EASEMENTS.
17. MINIMUM BUILDING SETBACKS ARE AS FOLLOWS:
    FRONT: 25'
    REAR: 20'
    SIDE: 5'
    STREET SIDE: 15'
18. THE PROJECT WILL UTILIZE THE EXISTING REGIONAL POND #4 PER THE SPEIDEL ROAD PHASE II DRAINAGE STUDY, DATED MAY 23, 2007.

STATE OF TEXAS
COUNTY OF

KNOW ALL MEN BY THESE PRESENTS THAT RMD RESIDENTIAL, L.P, ACTING BY AND THROUGH RMD RESIDENTIAL GP, LLC, A TEXAS LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER, NATHAN NEESE, MANAGER, OWNER OF THAT CERTAIN 47.98 ACRE TRACT OF LAND OUT OF THE V. W. SWEARENGEN SURVEY NO. 32 SURVEY AND THE GEORGE GRIMES NO. 33 SURVEY CONVEYED TO IT BY DEED RECORDED IN DOCUMENT NUMBER 2012007146 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 2.73 ACRES IN ACCORDANCE WITH CHAPTER 232 AND CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE AS SHOWN HEREON, TO BE KNOWN AS "THE PARK AT BLACKHAWK VII SECTION 1A" AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON SHOWN ON SAID PLAT, SUBJECT TO ANY EASEMENTS AND / OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS THE ___ DAY OF _____ A. D. 20___

RMD RESIDENTIAL, L.P., A TEXAS LIMITED PARTNERSHIP

BY: RMD RESIDENTIAL GP, LLC,
A TEXAS LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER
508 BAYLOR STREET, AUSTIN, TEXAS 78703

BY: _____
NATHAN NEESE, MANAGER

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED NATHAN NEESE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ___ DAY OF _____, 20___.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME:
MY COMMISSION EXPIRES:

SURVEYORS CERTIFICATION:

I, J. KENNETH WEIGAND, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND CORRECT; WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND; THAT ALL BOUNDARY CORNERS, ANGLE POINTS AND POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED ON THE GROUND AS SHOWN HEREON, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH TRAVIS COUNTY ORDER NO. 8596 STANDARDS FOR THE CONSTRUCTION OF STREETS AND DRAINAGE IN SUBDIVISIONS OF 1984, AS AMENDED, AND THE CITY OF PFLUGERVILLE RULES AND REGULATIONS.

Oct. 16, 2014

J. KENNETH WEIGAND
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5741
STATE OF TEXAS

STATE OF TEXAS · REGISTERED · JOHN KENNETH WEIGAND · 5741 · PROFESSIONAL · LAND SURVEYOR

ENGINEER'S CERTIFICATION:

THE 100-YEAR FLOOD PLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENT AS SHOWN HEREON. NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) No. 48453C0285H, TRAVIS COUNTY, TEXAS EFFECTIVE DATE SEPTEMBER 26, 2008.

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

J. KEITH COLLINS
LICENSED PROFESSIONAL ENGINEER No. 80579
STATE OF TEXAS

STATE OF TEXAS · J. KEITH COLLINS · 80579 · REGISTERED · PROFESSIONAL · ENGINEER

CITY CERTIFICATION:

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

BY: _____
RODNEY BLACKBURN, CHAIR

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

BY: _____
EMILY BARRON, PLANNING DIRECTOR

ATTEST:

_____
KAREN THOMPSON, CITY SECRETARY

BY: _____
TREY FLETCHER, PLANNING DIRECTOR

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

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

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

THE STATE OF TEXAS
COUNTY OF TRAVIS

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

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

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

BY: _____
DEPUTY

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

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

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

BY: _____
DEPUTY

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

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§ EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS COUNTY OF TRAVIS

This Agreement is made and entered into by and between RMD Residential, LP, (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 "Park at Blackhawk VII Section 1A" (the "Subdivision"); and

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

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

NOW, THEREFORE, the Parties agree as follows:

I. Subdivider's Obligations

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

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

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

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

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

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

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

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

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

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

II. County's Obligations

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

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

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

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

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

a. The failure of the Subdivider to construct the Improvements to the applicable County Standards;

b. The Subdivider's failure to renew or replace the Security at least forty-five (45) days prior to its expiration;

c. The acquisition of the Property or a portion of the Property by the issuer of the Security or other creditor through foreclosure or an assignment or conveyance in lieu of foreclosure;

d. The arrangement by the Commissioners Court for the completion of one or more of the Improvements; or

e. The determination by the Commissioners Court that the completion of one or more of the public Improvements is in the public Interest.

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

F. Use of Proceeds.

1) The County must utilize the proceeds of any posted security solely for the purpose of completing the Improvements to the County's Standards or to correct defects in or failures of the Improvements.

2) The County may in its sole discretion complete some or all of the unfinished Improvements at the time of default, regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced, without incurring any obligation to complete any of the unfinished Improvements. If the County uses the proceeds to complete, repair, or reconstruct the Improvements, it will do so as a public trustee of the development process in order to protect purchasers and taxpayers from the adverse consequences of a subdivider default or to protect the

public interest by completing the Improvements.

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

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

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

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

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

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

III. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

Subdivider: RMD Residential, LP
508 Baylor Street
Austin TX 78703

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

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

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

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

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

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

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

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

TRAVIS COUNTY, TEXAS

_____
County Judge

SUBDIVIDER:

Created 11-13-14 at 4:49 pm

By: Date: 9/11/13
Name:
Title:
Authorized Representative
Date:

By: RMD RESIDENTIAL, LP
Name: NATHAN NEESE
Title: Manager, RMD Residential GP, LLC, Its general partner
Authorized Representative
Date: 9/11/13

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the day of , 11 Sept 2013, by Nathan Neese, in the capacity stated herein.

Signature of Notary

Sharon A. Lastrapes
Signature of Notary

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

Sharon A. Lastrapes
Notary Public, State of Texas
My Commission Expires
May 25, 2016

15.71 Acres – The Park at Blackhawk VII Section 1

A PARCEL OF LAND IN TRAVIS COUNTY, TEXAS, BEING A PART OF THE GEORGE GRIMES SURVEY No. 33 AND THE V. W. SWEARENGEN SURVEY No. 32, AND A PART OF THAT 47.98 ACRE TRACT OF LAND CONVEYED TO RMD RESIDENTIAL, L.P., BY DEED RECORDED IN DOCUMENT No. 2012007146 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DESCRIBED AS FOLLOWS:

COMMENCE at a 1/2" iron rod set at the Southeast Corner of Lot 19A, Block G, The Park at Blackhawk II, Phase 1, according to the plat thereof recorded in Document No. 200400213 of the Official Public Records of Travis County, Texas, the same being the Northwest Corner of Martin Lane as shown on the plat of Park at Blackhawk II, Jakes Hill Road and Martin Lane according to the plat thereof recorded in Document No. 200700014 of the Official Public Records of Travis County, Texas;

THENCE S.79°44'33"E. (bearing basis) along the North Line of Martin Lane, as shown on said plat, a distance of 70.00 feet to a 1/2" iron rod set in the East Line of Martin Lane and the West Line of the said 47.98 Acre Tract;

THENCE along the East Line of Martin Lane and along the West Line of the said 47.98 Acre Tract the following three courses:

1. N.10°15'27"E. a distance of 228.91 feet to a 1/2" iron rod set;
2. N.55°15'27"E. a distance of 35.36 feet to a 1/2" iron rod set;
3. N.10°15'27"E. a distance of 20.00 feet to a 1/2" iron rod set at the Northwest Corner of said 47.98 Acre Tract in the South Line of Rowe Lane;

THENCE S.79°44'33"E. along the South Line of Rowe Lane and the North Line of the said 47.98 Acre Tract a distance of 329.37 feet to the Point of Beginning;

THENCE continue S.79°44'33"E. along the North Line of the said 47.98 Acre Tract and the South Line of Rowe Lane, a distance of 591.89 feet;

THENCE across the said 47.98 Acre Tract the following 15 courses:

1. S.17°33'55"W. a distance of 216.83 feet to a 1/2" iron rod set;
2. S.78°16'03"E. a distance of 52.70 feet to a 1/2" iron rod set;
3. S.11°43'57"W. a distance of 209.80 feet to a 1/2" iron rod set;
4. S.22°20'51"W. a distance of 111.92 feet to a 1/2" iron rod set;
5. S.26°36'08"W. a distance of 95.74 feet to a 1/2" iron rod set;
6. S.58°29'25"E. a distance of 201.30 feet to a 1/2" iron rod set at a point on a non-tangent curve to the right;
7. Southwesterly along the arc of said curve, a distance of 17.43 feet, said curve having a radius of 425.00 feet, a central angle of 02°20'59" and a chord bearing S.32°57'34"W., 17.43 feet to a 1/2" iron rod set;
8. S.55°51'57"E. a distance of 130.86 feet to a 1/2" iron rod set;
9. S.31°24'37"W. a distance of 8.82 feet to a 1/2" iron rod set;
10. S.43°59'29"W. a distance of 53.63 feet to a 1/2" iron rod set;
11. S.44°49'12"W. a distance of 125.43 feet to a point on a non-tangent curve to the left;
12. Northwesterly along the arc of said curve, a distance of 30.06 feet, said curve having a radius of 1170.00 feet, a central angle of 01°28'19" and a chord bearing N.44°50'33"W., 30.06 feet to a 1/2" iron rod set;
13. S.44°25'17"W. a distance of 120.00 feet to a 1/2" iron rod set;

14. N.47°03'04"W. a distance of 53.97 feet to a 1/2" iron rod set;
15. S.39°37'30"W. a distance of 157.26 feet to a 1/2" iron rod set at a point on a non-tangent curve to the left in the Northeasterly Line of Martin Lane Martin Lane as shown on the said plat of Park at Blackhawk II, Jakes Hill Road and Martin Lane and the Southwesterly Line of the said 47.98 Acre Tract;

THENCE along Northeasterly Line of Martin Lane and said Southwesterly Line the following three courses:

1. Northwesterly along the arc of said curve, a distance of 240.76 feet, said curve having a radius of 885.00 feet, a central angle of 15°35'14" and a chord bearing N.54°05'57"W., 240.02 feet to a 1/2" iron rod set;
2. N.61°53'34"W. a distance of 303.86 feet to a 1/2" iron rod set at a point of curvature of a curve to the right;
3. Northwesterly, along the arc of said curve to the right a distance of 261.54 feet, said curve having a radius of 565.00 feet, a central angle of 26°31'19", and a chord bearing N.48°37'55"W., 259.21 feet to a point on a non-tangent curve to the left to a 1/2" iron rod set;

THENCE across the said 47.98 Acre Tract the following 11 courses:

1. Easterly along the arc of said curve, a distance of 33.07 feet, said curve having a radius of 20.00 feet, a central angle of 94°44'10" and a chord bearing S.82°44'21"E., 29.43 feet to a 1/2" iron rod set;
2. N.49°53'34"E. a distance of 121.65 feet to a 1/2" iron rod set at a point of curvature of a curve to the left;
3. Northerly, along the arc of said curve to the left a distance of 23.56 feet, said curve having a radius of 15.00 feet, a central angle of 90°00'00", and a chord bearing N.04°53'34"E., 21.21 feet to a 1/2" iron rod set;
4. N.49°53'34"E. a distance of 50.00 feet to a 1/2" iron rod set;
5. N.40°06'26"W. a distance of 5.00 feet to a 1/2" iron rod set;
6. N.50°59'50"E. a distance of 127.37 feet to a 1/2" iron rod set;
7. N.28°49'44"W. a distance of 45.16 feet to a 1/2" iron rod set;
8. N.02°34'39"W. a distance of 54.29 feet to a 1/2" iron rod set;
9. N.10°10'52"E. a distance of 56.38 feet to a 1/2" iron rod set;
10. N.15°33'13"E. a distance of 95.68 feet to a 1/2" iron rod set;
11. N.10°16'31"E. a distance of 290.45 feet to the said Point of Beginning.

Containing 15.71 acres, more or less, as shown on the plat submitted with this description

J. K. Weigand Aug. 29, 2013

J. Kenneth Weigand
Registered Professional Land Surveyor No. 5741
State of Texas



RJ Surveying & Associates, Inc.
1212 East Braker Lane
Austin, Texas 78753
All iron rods set have RJ Surveying caps

Travis County Commissioners Court Agenda Request

Meeting Date: November 18, 2014
Prepared By: Sarah Sumner **Phone #:** (512) 854-7687
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 the Picadilly Corner Final Plat (Short Form Final Plat - two commercial lots on 7.93 acres - Picadilly Drive - City of Austin ETJ) in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:
The request is for approval Picadilly Corner consisting of two commercial lots on 7.93 acres. Parkland is not required for a commercial subdivision and there are no public improvements requiring fiscal for this project. Water and wastewater will be provided by the Windermere Southwest Water Company.

STAFF RECOMMENDATIONS:
This application meets City of Austin and Travis County standards and was approved by the City of Austin Zoning and Platting Commission on November 4, 2014. TNR staff recommends approval of this request.

ISSUES AND OPPORTUNITIES:
Staff has received no inquiries about this project.

FISCAL IMPACT AND SOURCE OF FUNDING:
N/A

ATTACHMENTS/EXHIBITS:
Final Plat, Location Map, 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 Development Services Long Range Planning	TNR	(512) 854-7561

CC:

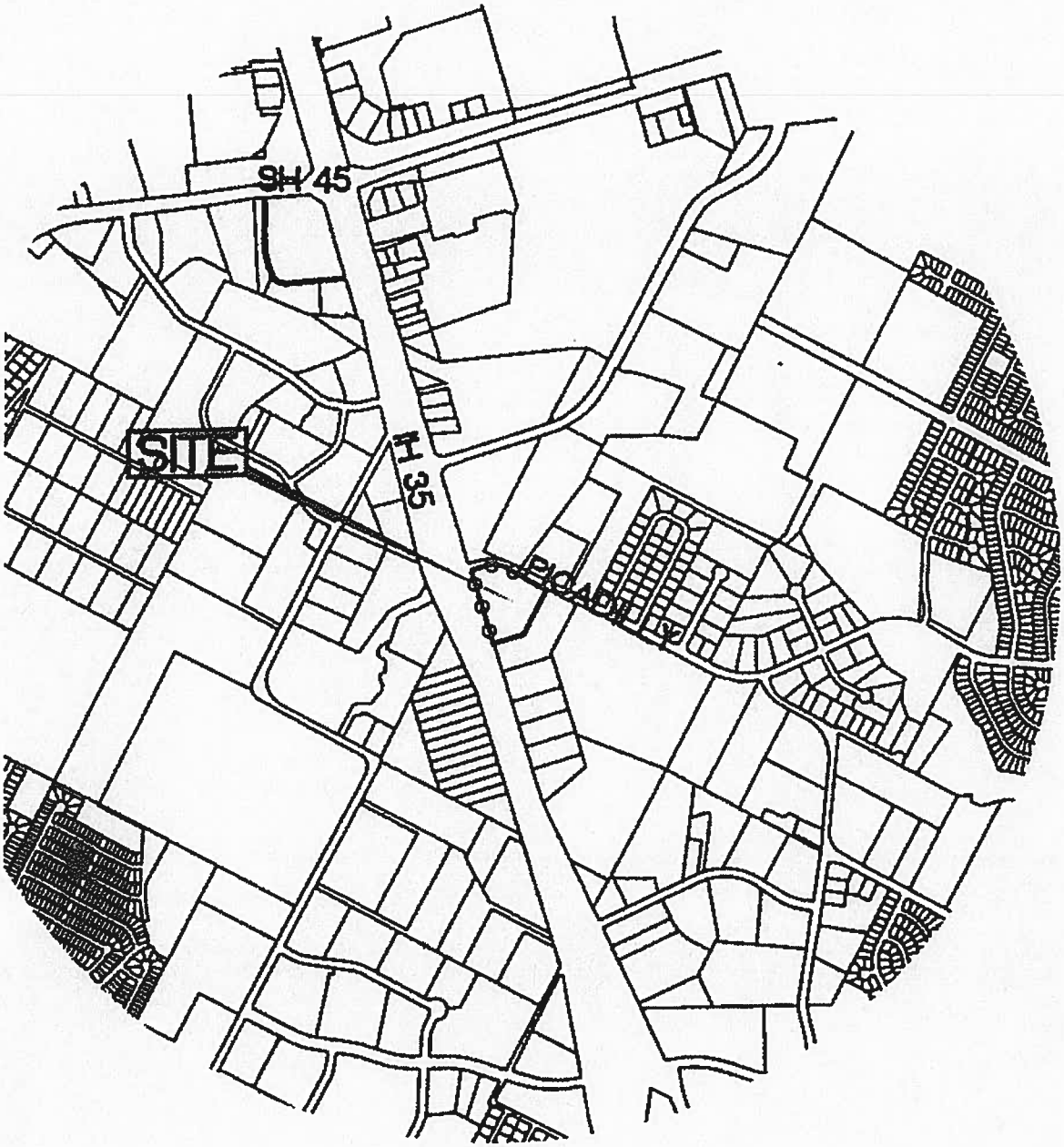
Sarah Sumner	Planner	TNR	(512) 854-7687

SS:AB:ss
1101 - Development Services Long Range Planning - Picadilly Corner

Created 11-13-14 at 4:49 pm

Picadilly Corner

Location Map

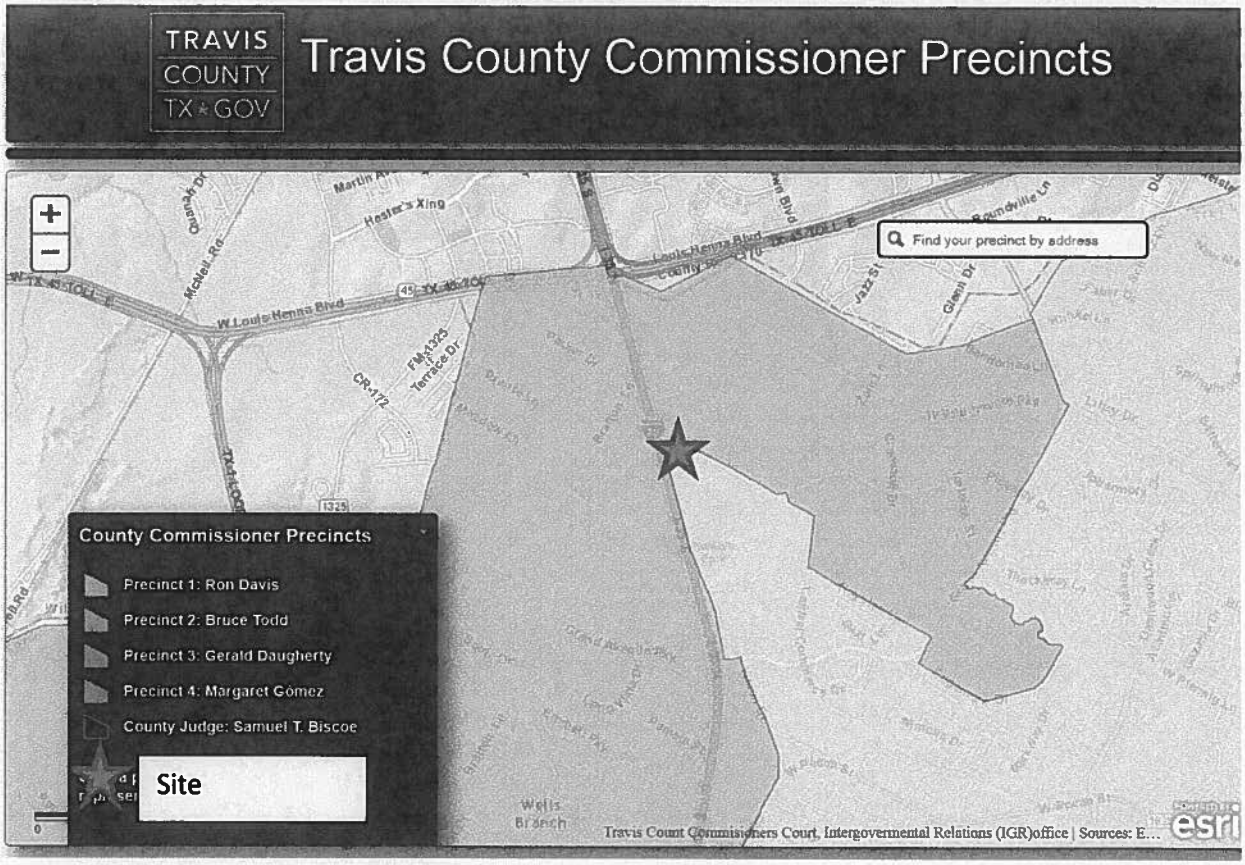


VICINITY MAP
NOT TO SCALE

Created 11-13-14 at 4:49 pm

Picadilly Corner

Precinct Map



Travis County Commissioners Court Agenda Request

Meeting Date: November 18, 2014
Prepared By: Paul Scoggins, Engineering Specialist **Phone #:** (512) 854-7619
Division Director/Manager: Stacey Scheffel, Permit Program Manager SS
Department Head: Steven M. Manilla, P.E., County Executive-TNR
Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE: Notify the Court on the satisfactory completion of construction of the private street subdivisions of Belvedere, Phase II-A, Phase V, and Phase VI - all subdivisions in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:
Belvedere, Phase II-A was recorded on February 8, 2007 at Document #200700035. Belvedere, Phase V was recorded on March 9, 2010 at Document #201000023. Belvedere, Phase VI was recorded on April 25, 2013 at Document #201300082. All items required for Approval of Construction have been received, including the documents showing that this subdivision was added to the Declaration of Covenants, Conditions, and Restrictions (DCCRs) as recorded at Document #2013069017 in the Official Public Records of Travis County, Texas. These DCCRs show that there is a body in place to take over maintenance of the private streets.

STAFF RECOMMENDATIONS:
According to Standards for Construction of Streets and Drainage in Subdivisions [§82.401(c)(3)] adopted by Travis County Commissioners Court August 28, 1997, the County Executive will notify the Commissioners Court of the satisfactory construction of private improvements. Upon approval of the private improvements, the County Executive will release the security for the private improvements. TNR recommends approval of this item.

ISSUES AND OPPORTUNITIES:
N/A.

FISCAL IMPACT AND SOURCE OF FUNDING:
None.

ATTACHMENTS/EXHIBITS:

Construction Acceptance Letters (3)
Requirements Lists (3)
Plats
Maps

REQUIRED AUTHORIZATIONS:

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

CC:

Johnny Anglin	Inspector	TNR	(512) 854-9114

SM:SS:ps
1101 - Development Services Long Range Planning - Belvedere, Phase II-A, Phase V, & Phase VI

TRANSPORTATION AND NATURAL RESOURCES
STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE
700 Lavaca Street
Travis County Administration Building
P.O. Box 1748
Austin, Texas 78767
tel 512-854-9383
fax 512-854-4649

CONSTRUCTION ACCEPTANCE AND RECOMMENDATION FOR FISCAL RELEASE -PRIVATE STREET SUBDIVISION

DATE: **November 4, 2014**

TO:

Developer
Hamilton Bee Cave, L.P.
7015 Snider Plaza, Suite #205
Dallas, TX 75205

Engineer
LJA Engineering & Surveying, Inc.
5316 Hwy. 290 West, Suite #150
Austin, TX 78735

SUBJECT: Belvedere, Phase II-A

Effective this date, streets and/or drainage construction within this subdivision, appear to be in conformance with the Permitted Construction Documents. The streets of this subdivision will not be accepted for maintenance by Travis County but will be released to the Homeowners Association for maintenance.

When the Developer has furnished to Travis County all of the documents in the "Requirements for Approval of Construction – Private Street Subdivisions" (attached), the Executive Manager of Transportation and Natural Resources Department will notify the Commissioners Court of the satisfactory completion of the private streets. Upon approval of the private improvements, the Executive Manager will fully release the Security for the private improvements.

OTHER REMARKS:
See attached "Requirements for Approval of Construction"

BY: _____
Travis County TNR Construction Inspector – Johnny Anglin

Paul Scoggins 11/5/14
Engineering Specialist – Paul Scoggins

1102 Fiscal File
1105 Subdivision File

Created 11-13-14 at 4:49 pm

TRANSPORTATION AND NATURAL RESOURCES
STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE

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

CONSTRUCTION ACCEPTANCE AND RECOMMENDATION FOR FISCAL RELEASE -PRIVATE STREET SUBDIVISION

DATE: **November 4, 2014**

TO:

Developer
Hamilton Bee Cave, L.P.
7015 Snider Plaza, Suite #205
Dallas, TX 75205

Engineer
LJA Engineering & Surveying, Inc.
5316 Hwy. 290 West, Suite #150
Austin, TX 78735

SUBJECT: Belvedere, Phase V

Effective this date, streets and/or drainage construction within this subdivision, appear to be in conformance with the Permitted Construction Documents. The streets of this subdivision will not be accepted for maintenance by Travis County but will be released to the Homeowners Association for maintenance.

When the Developer has furnished to Travis County all of the documents in the "Requirements for Approval of Construction – Private Street Subdivisions" (attached), the Executive Manager of Transportation and Natural Resources Department will notify the Commissioners Court of the satisfactory completion of the private streets. Upon approval of the private improvements, the Executive Manager will fully release the Security for the private improvements.

OTHER REMARKS:
See attached "Requirements for Approval of Construction"

BY: _____
Travis County TNR Construction Inspector – Johnny Anglin

Paul Scoggins 11/5/14
Engineering Specialist – Paul Scoggins

1102 Fiscal File
1105 Subdivision File

Created 11-13-14 at 4:49 pm

TRANSPORTATION AND NATURAL RESOURCES
STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE

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

CONSTRUCTION ACCEPTANCE AND RECOMMENDATION FOR FISCAL RELEASE -PRIVATE STREET SUBDIVISION

DATE: **November 4, 2014**

TO:

Developer
Hamilton Bee Cave, L.P.
7015 Snider Plaza, Suite #205
Dallas, TX 75205

Engineer
LJA Engineering & Surveying, Inc.
5316 Hwy. 290 West, Suite #150
Austin, TX 78735

SUBJECT: Belvedere, Phase VI

Effective this date, streets and/or drainage construction within this subdivision, appear to be in conformance with the Permitted Construction Documents. The streets of this subdivision will not be accepted for maintenance by Travis County but will be released to the Homeowners Association for maintenance.

When the Developer has furnished to Travis County all of the documents in the "Requirements for Approval of Construction – Private Street Subdivisions" (attached), the Executive Manager of Transportation and Natural Resources Department will notify the Commissioners Court of the satisfactory completion of the private streets. Upon approval of the private improvements, the Executive Manager will fully release the Security for the private improvements.

OTHER REMARKS:
See attached "Requirements for Approval of Construction"

BY: _____
Travis County TNR Construction Inspector – Johnny Anglin

Paul Scoggins 11/5/14
Engineering Specialist – Paul Scoggins

1102 Fiscal File
1105 Subdivision File

TRANSPORTATION AND NATURAL RESOURCES

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

700 Lavaca Street
Travis County Administration Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

BELVEDERE, PHASE II-A

REQUIREMENTS FOR APPROVAL OF CONSTRUCTION PRIVATE STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997

3/21/07 **1.** Professional Engineer's certification of quantities of work completed **(Engineer's Concurrence Letter)** § 82.401(c)(1)(A) § 82.604(c)(2)

NA **2.** Construction Summary Report § 82.604(c)(1)

3/21/07 **3.** Contractor's invoice or receipt of payment for work completed § 82.401(c)(1)(B)

3/21/07 **4.** Reproducible Plans, certified as "**Record Drawings**", by the Owner's Consulting Engineer § 82.604(c)(3)

NA **5. If applicable**, a copy of the Conditional Letter of Map Amendment or Revision from FEMA and the completed application for a Letter of Map Amendment or Revision § 82.604(c)(5)

3/26/07 **6.** A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds and common area sidewalks and traffic control devices shown on the approved traffic control plan) § 82.401(c)(1)(C)

NA **7.** Approval of other agencies - cities, if in their ETJ; Municipal or other Utility Districts

3/21/07 ***8.** The Certificate of Incorporation of the Homeowners Association filed with the Texas Secretary of State.

3/21/07 **Amendment ONLY** ***9.** The Declaration of Covenants, Conditions, and Restrictions, showing the responsibility of the homeowners association to maintain the streets and drainage, recorded in the Real Property Records of Travis County.

* These two items are in lieu of warranty bond, sidewalk fiscal posting and ADA statement.

TRANSPORTATION AND NATURAL RESOURCES

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

700 Lavaca Street
Travis County Administration Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

BELVEDERE, PHASE V

REQUIREMENTS FOR APPROVAL OF CONSTRUCTION PRIVATE STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997

11/5/14 **1.** Professional Engineer's certification of quantities of work completed (**Engineer's Concurrence Letter**) § 82.401(c)(1)(A) § 82.604(c)(2)

NA **2.** Construction Summary Report § 82.604(c)(1)

11/5/14 **3.** Contractor's invoice or receipt of payment for work completed § 82.401(c)(1)(B)

11/5/14 **4.** Reproducible Plans, certified as "**Record Drawings**", by the Owner's Consulting Engineer § 82.604(c)(3)

NA **5. If applicable**, a copy of the Conditional Letter of Map Amendment or Revision from FEMA and the completed application for a Letter of Map Amendment or Revision § 82.604(c)(5)

11/4/14 **6.** A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds and common area sidewalks and traffic control devices shown on the approved traffic control plan) § 82.401(c)(1)(C)

NA **7.** Approval of other agencies - cities, if in their ETJ; Municipal or other Utility Districts

11/5/14 ***8.** The Certificate of Incorporation of the Homeowners Association filed with the Texas Secretary of State.

11/5/14 **Amendment ONLY** ***9.** The Declaration of Covenants, Conditions, and Restrictions, showing the responsibility of the homeowners association to maintain the streets and drainage, recorded in the Real Property Records of Travis County.

* These two items are in lieu of warranty bond, sidewalk fiscal posting and ADA statement.

TRANSPORTATION AND NATURAL RESOURCES

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

700 Lavaca Street
Travis County Administration Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

BELVEDERE, PHASE VI

REQUIREMENTS FOR APPROVAL OF CONSTRUCTION PRIVATE STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997

10/27/14 **1.** Professional Engineer's certification of quantities of work completed **(Engineer's Concurrence Letter)** § 82.401(c)(1)(A) § 82.604(c)(2)

NA **2.** Construction Summary Report § 82.604(c)(1)

10/27/14 **3.** Contractor's invoice or receipt of payment for work completed § 82.401(c)(1)(B)

11/4/14 **4.** Reproducible Plans, certified as "**Record Drawings**", by the Owner's Consulting Engineer § 82.604(c)(3)

NA **5. If applicable**, a copy of the Conditional Letter of Map Amendment or Revision from FEMA and the completed application for a Letter of Map Amendment or Revision § 82.604(c)(5)

11/4/14 **6.** A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds and common area sidewalks and traffic control devices shown on the approved traffic control plan) § 82.401(c)(1)(C)

NA **7.** Approval of other agencies - cities, if in their ETJ; Municipal or other Utility Districts

10/27/14 ***8.** The Certificate of Incorporation of the Homeowners Association filed with the Texas Secretary of State.

10/27/14 **Amendment ONLY** ***9.** The Declaration of Covenants, Conditions, and Restrictions, showing the responsibility of the homeowners association to maintain the streets and drainage, recorded in the Real Property Records of Travis County.

* These two items are in lieu of warranty bond, sidewalk fiscal posting and ADA statement.

PLATS 200700035
2 PGS

PLAT DOCUMENT # _____

PLAT

PLAT RECORDS INDEX SHEET:

SUBDIVISION NAME: BELVEDERE PHASE II-A

OWNERS NAME: HAMILTON BEE CAVES LP, JOEL ROBUCK

RESUBDIVISION? YES ☐ NO ☒

ADDITIONAL RESTRICTIONS / COMMENTS:

NONE

RETURN:

DENNIS WILSON
44217

Unofficial Copy

PLAT FILE STAMP

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2007 Feb 08 02:48 PM 200700035

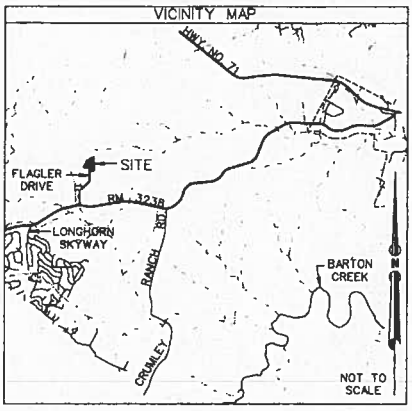
RANEYJ $65.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

Created 11-13-14 at 4:49 pm

PHOTOGRAPHIC MYLAR 2/8/07 $105.00 200700035

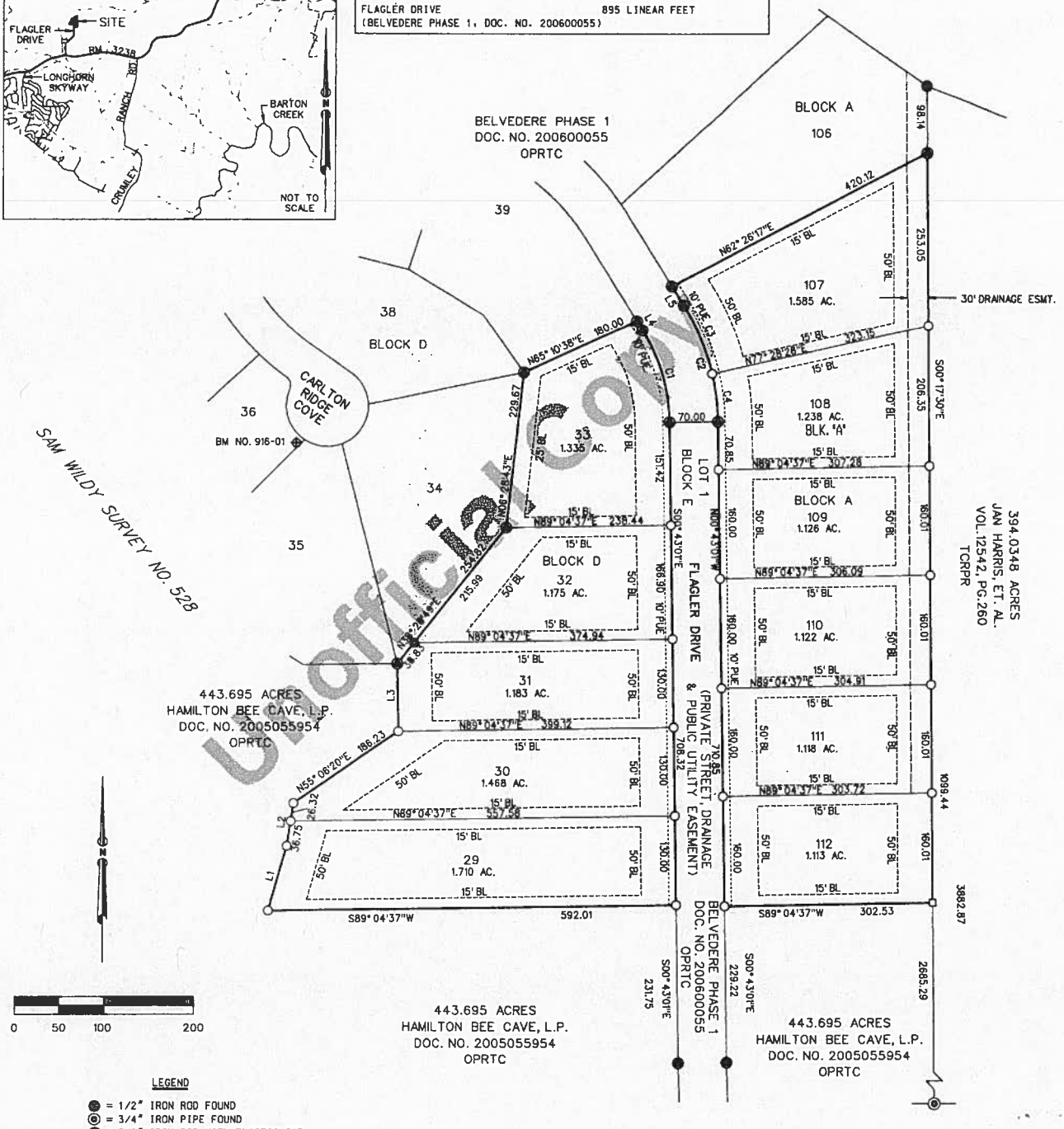


LOT SUMMARY:

SINGLE FAMILY LOTS	TOTAL ACREAGE
11	14.173 ACRES

TOTAL LINEAR FEET OF EXISTING

FLAGLER DRIVE (BELVEDERE PHASE 1, DOC. NO. 200600055) 895 LINEAR FEET



Unofficial Copy

LEGEND

- ● = 1/2" IRON ROD FOUND
- ◎ = 3/4" IRON PIPE FOUND
- ◉ = 5/8" IRON ROD WITH PLASTIC CAP MARKED "RPLS 4532" FOUND
- ○ = 5/8" IRON ROD WITH PLASTIC CAP MARKED "RPLS 4532" SET
- □ = CONCRETE MONUMENT SET

OPRTC = OFFICIAL PUBLIC RECORDS TRAVIS COUNTY
TCRPR = TRAVIS COUNTY REAL PROPERTY RECORDS

LINE	DIRECTION	DISTANCE
L1	N16°03'54"E	98.07
L2	N08°52'20"E	63.07
L3	N00°55'23"W	100.00
L4	S31°29'38"E	15.72
L5	N31°29'38"W	33.18

CURVE	LENGTH	DELTA	RADIUS	DIRECTION	CHORD
C1	142.35	30°46'36"	265.00	S16°06'19"E	140.64
C2	179.95	30°46'36"	335.00	N16°06'19"W	177.79
C3	108.94	18°37'56"	335.00	S22°10'40"E	108.46
C4	71.01	12°08'40"	335.00	S06°47'21"E	70.87

BELVEDERE PHASE II-A

RAMSEY LAND SURVEYING, L.L.C.
8718 SOUTHWEST PARKWAY
P.O. BOX 92768
AUSTIN, TEXAS 78709-2768
PHONE (512) 301-9398
FAX (512) 301-9395
rlsurvey@flash.net

NO	REVISIONS	DRN	CHK	DATE

DRAWN BY MCO
CHECKED CAR/BR
DATE 10-11-06
PROJECT NO 916-04
DRAWING NO 916-01
SHEET NO. 1 OF 2
FILENAME 916\BEL2AFP.DGN

Created 11-13-14 at 4:49 pm

PHOTOGRAPHIC MYLAR

200700035

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS THAT HAMILTON BEE CAVE, LP, BY AND THROUGH ITS GENERAL PARTNER, JOEL ROBUCK, OWNER OF 14.173 ACRES OF LAND SITUATED IN THE SAMUEL WILDY SURVEY NO. 528, ABSTRACT 1, BEING A PORTION OF THAT CERTAIN 443.695 ACRES OF LAND CONVEYED TO US BY DEED RECORDED IN DOCUMENT NO. 2005055954 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. THE UNDERSIGNED OWNER DOES HEREBY SUBDIVIDE 14.173 ACRES OF LAND OUT OF SAID 443.695 ACRES TRACT IN ACCORDANCE WITH CHAPTER 232 OF THE TEXAS LOCAL DEVELOPMENT CODE AND THIS PLAT, TO BE KNOWN AS "BELVEDERE PHASE II-A" SUBDIVISION, SUBJECT TO THE COVENANTS AND RESTRICTIONS SHOWN HEREON, AND HEREBY DEDICATES TO THE OWNERS OF THE LOTS OF THE SUBDIVISION, PUBLIC UTILITIES SERVING THE SUBDIVISION, EMERGENCY SERVICES PROVIDERS WITH JURISDICTION, AND PUBLIC SERVICE AGENCIES, THE USE OF ALL PRIVATE STREET AND OTHER EASEMENTS SHOWN HERON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED. THE MAINTENANCE AND PAYMENT OF REAL PROPERTY TAXES ON SUCH PRIVATE STREETS ARE THE RESPONSIBILITY OF THE OWNER(S) OF THE SUBDIVISION OR ANY DULY CONSTITUTED HOMEOWNERS ASSOCIATION UNDER THAT CERTAIN INSTRUMENT OF RECORD AT DOCUMENT NUMBER 2006029850, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY. AN EXPRESS EASEMENT IS HEREBY GRANTED ACROSS SAID PRIVATE STREETS AND ANY COMMON AREAS FOR THE USE OF THE SURFACE FOR ALL GOVERNMENTAL FUNCTIONS, VEHICULAR AND NONVEHICULAR, INCLUDING FIRE AND POLICE PROTECTION, SOLID AND OTHER WASTE MATERIAL PICKUP, AND ANY OTHER PURPOSE ANY GOVERNMENTAL AUTHORITY DEEMS NECESSARY: AND OWNER FURTHER AGREES THAT ALL GOVERNMENTAL ENTITIES, THEIR AGENTS OR EMPLOYEES, SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGE OCCURING TO THE SURFACE OF SAID PRIVATE STREET AND ANY COMMON AREA AS A RESULT OF ANY SUCH USE BY GOVERNMENTAL VEHICLES.

IN WITNESS WHEREOF, HAMILTON BEE CAVE, LP HAVE CAUSED THESE PRESENTS TO BE EXECUTED BY THEIR GENERAL PARTNER, THIS 15 DAY OF January, A.D., 2007

HAMILTON BEE CAVE, LP
A DELAWARE LIMITED PARTNERSHIP

Joyce H. Robuck

JOEL ROBUCK, GENERAL PARTNER
7015 SNIDER PLAZA, SUITE 205
DALLAS, TEXAS 75205

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS THE DAY 15 DAY OF January, 2007, A.D. BY JOEL ROBUCK, GENERAL PARTNER, HAMILTON BEE CAVE LP ON BEHALF OF SAID PARTNERSHIP.

Jeremy B. Reyes

NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS

JEREMY B. REYES
Notary Public, State of Texas
My Commission Expires
July 29, 2009

SURVEYOR'S STATEMENT:

KNOW ALL MEN BY THESE PRESENTS, THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF CHAPTER 13 AUSTIN REQUIREMENTS, TRAVIS COUNTY SUBDIVISION SPECIFICATIONS AND FURTHER STATES THAT THIS PLAT IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

W. H. Ramsey — 1-8-07

WILLIAM H. RAMSEY — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4532
RAMSEY LAND SURVEYING, L.L.C.
P.O. BOX 92768
AUSTIN, TX 78709-2768

STATE OF TEXAS
REGISTERED
WILLIAM H. RAMSEY
4532
PROFESSIONAL
LAND SURVEYOR

THE 100-YEAR FLOOD PLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENT AS SHOWN HEREON. NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY, (FEMA) FLOOD INSURANCE RATE MAP (FIRM) #48453C0-370E, TRAVIS COUNTY, TEXAS, DATED JUNE 16, 1993, COMMUNITY #481026.

J. A. Clark — 1-8-07

JOHN A. CLARK, P.E. — DATE
REGISTERED PROFESSIONAL ENGINEER NO. 81398
LJA ENGINEERING & SURVEYING, INC.
5316 HWY. 290 WEST
SUITE 150
AUSTIN, TEXAS 78735
PHONE : (512) 439-4700, FAX : (512) 439-4716

STATE OF TEXAS
JOHN A. CLARK
81398
REGISTERED
PROFESSIONAL ENGINEER

GENERAL NOTES:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A MUNICIPAL WATER DISTRIBUTION SYSTEM OR AN APPROVED ONSITE WATER WELL.
2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN APPROVED PUBLIC SEWER SYSTEM OR APPROVED PRIVATE SEWAGE DISPOSAL SYSTEM.
3. NO OBJECTS, INCLUDING, BUT NOT LIMITED TO BUILDINGS, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT, EXCEPT AS APPROVED BY BELVEDERE MUNICIPAL UTILITY DISTRICT AND/OR TRAVIS COUNTY.
4. PROPERTY OWNER OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.
5. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER OR HIS/HER ASSIGNS.
6. TRAVIS COUNTY DEVELOPMENT PERMIT REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
7. ALL STREETS & DRAINAGE FACILITIES WILL BE DESIGNED IN ACCORDANCE TO TRAVIS COUNTY CONSTRUCTION STANDARDS FOR STREET & DRAINAGE IN SUBDIVISIONS,
8. WATER SERVICE TO BE PROVIDED BY LOWER COLORADO RIVER AUTHORITY OR STATE APPROVED WATER SYSTEM.
9. WASTEWATER SERVICE TO BE PROVIDED BY INDIVIDUAL ON-SITE WASTEWATER DISPOSAL.
10. ELECTRIC SERVICE TO BE PROVIDED BY PEDERNALES ELECTRIC CO-OP.
11. TELEPHONE SERVICE TO BE PROVIDED BY SBC.
12. PROJECT IS LOCATED WITHIN TRAVIS COUNTY AND IS NOT LOCATED WITHIN ANY OTHER CITY'S EXTRA TERRITORIAL JURISDICTION (ETJ).
13. OVERALL IMPERVIOUS COVER WITHIN THIS BELVEDERE SUBDIVISION SHALL NOT EXCEED FIFTEEN PERCENT (15%). INDIVIDUAL PHASES WITHIN THE BELVEDERE SUBDIVISION MAY EXCEED FIFTEEN (15%) SO LONG AS OVERALL IMPERVIOUS COVER DOES NOT EXCEED FIFTEEN (15%).
14. ALL PRIVATE STREETS SHOWN HEREON (FLAGLER DRIVE) AND STREETS WITHIN THE BELVEDERE SUBDIVISIONS AND ANY SECURITY GATES OR DEVICES CONTROLLING ACCESS TO SUCH STREETS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION OF THIS SUBDIVISION.

EASEMENTS:

1. PRIVATE STREETS, DRAINAGE, PUBLIC UTILITY AND ACCESS EASEMENTS AS SHOWN.
2. THERE SHALL BE A 10 FOOT PUBLIC UTILITY EASEMENT ADJACENT TO ALL PRIVATE STREETS.

COMMISSIONERS' COURT RESOLUTION:

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

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

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

BENCHMARK:

NO. 916-01, COTTON GIN SPINDLE IN 11" LIVE OAK +/- 13' SOUTHWEST OF FRONT LOT CORNER LOTS 35 & 36, BLOCK D, BELVEDERE PHASE 1, IN LOT 36 AT CARLTON RIDGE COVE.
ELEVATION - 1246.70

TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM PLAT NOTES SUBDIVISIONS UTILIZING ON-SITE WASTEWATER SYSTEMS

1. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM, WHICH HAS BEEN APPROVED BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
2. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A POTABLE WATER SUPPLY FROM AN APPROVED PUBLIC WATER SYSTEM.
3. NO ON-SITE SEWAGE DISPOSAL SYSTEM MAY BE INSTALLED WITHIN 100 FEET OF A PRIVATE WATER WELL NOR MAY AN ON-SITE WASTEWATER DISPOSAL SYSTEM BE INSTALLED WITHIN 150 FEET OF A PUBLIC WATER WELL.
4. NO CONSTRUCTION MAY BEGIN ON ANY LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM ARE SUBMITTED TO AND APPROVED BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
5. ALL DEVELOPMENT ON ALL LOTS IN THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE MINIMUM REQUIREMENTS OF TEXAS ADMINISTRATIVE CODE CHAPTER 285 AND TRAVIS COUNTY CODE CHAPTER 48.
6. LOTS IN THIS SUBDIVISION ARE LIMITED TO A SINGLE-FAMILY RESIDENCE.
7. THESE RESTRICTIONS ARE ENFORCEABLE BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM AND/OR LOT OWNERS WITHIN THE SUBDIVISION.

Robert L. Manna — 1/08/07

ROBERT TURNER — DATE
DIVISION MANAGER
PLANNING AND ENGINEERING SERVICE
TRAVIS COUNTY-TNR

ETJ NOTE:

NO PORTION OF THIS TRACT IS WITHIN THE CITY OF AUSTIN OR THE ETJ OF THE CITY OF AUSTIN.

for — 1/9/07

VICTORIA HSU, P.E., DIRECTOR — DATE
WATERSHED PROTECTION & DEVELOPMENT REVIEW DEPARTMENT

STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 8th DAY OF February, 2007, A.D., AT 2:42 O'CLOCK P.M. AND DULY RECORDED ON THE 8th DAY OF February, 2007, A.D., AT 2:42 O'CLOCK P.M. IN DOCUMENT NUMBER 200700035, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 8th DAY OF February, 2007, A.D.

DANA DEBEAUVOIR, COUNTY CLERK,
TRAVIS COUNTY, TEXAS

J Raney

DEPUTY J. RANEY

BEAL OF COUNTY CLERK TRAVIS COUNTY, TEXAS

STATE OF TEXAS:
COUNTY OF TRAVIS:

I, DANA DEBEAUVOIR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE 30th DAY OF January, 2007, A.D., THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE 8th DAY OF February, 2007, A.D.

DANA DEBEAUVOIR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

DEPUTY

SEAL OF COUNTY COURT TRAVIS COUNTY, TEXAS

FILENAME	P:\BELZ\EP.DGN
SHEET NO.	2 OF 2
DRAWING NO.	916-04
PROJECT NO.	916-01
DATE	10-11-06
CHECKED	CAR/BR
DRAWN BY	MCO

BELVEDERE
PHASE II-A

RAMSEY LAND SURVEYING, L.L.C.
8718 SOUTHWEST PARKWAY
P.O. BOX 92768
AUSTIN, TEXAS 78709-2768
PHONE (512) 301-9398
FAX (512) 301-9395
rlsurvey@flash.net

NO	REVISIONS	DRN	CHK	DATE

Unofficial Copy

Created 11-13-14 at 4:49 pm

PLATS 201000023
2 PGS

PLAT

PLAT RECORDS INDEX SHEET:

SUBDIVISION NAME:
BELVEDERE PHASE V

OWNERS NAME:
HAMILTON BEE CAVE, LP
JOEL ROBUCK

RESUBDIVISION? YES ☐ NO ☒

ADDITIONAL RESTRICTIONS / COMMENTS:

N/A

RETURN:

TRAVIS COUNTY TNR
ATTN: MICHAEL HETTENHAUSEN
512/854-7563

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

2010 Mar 09 01:43 PM 201000023
BARTHOD $65.00
DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS

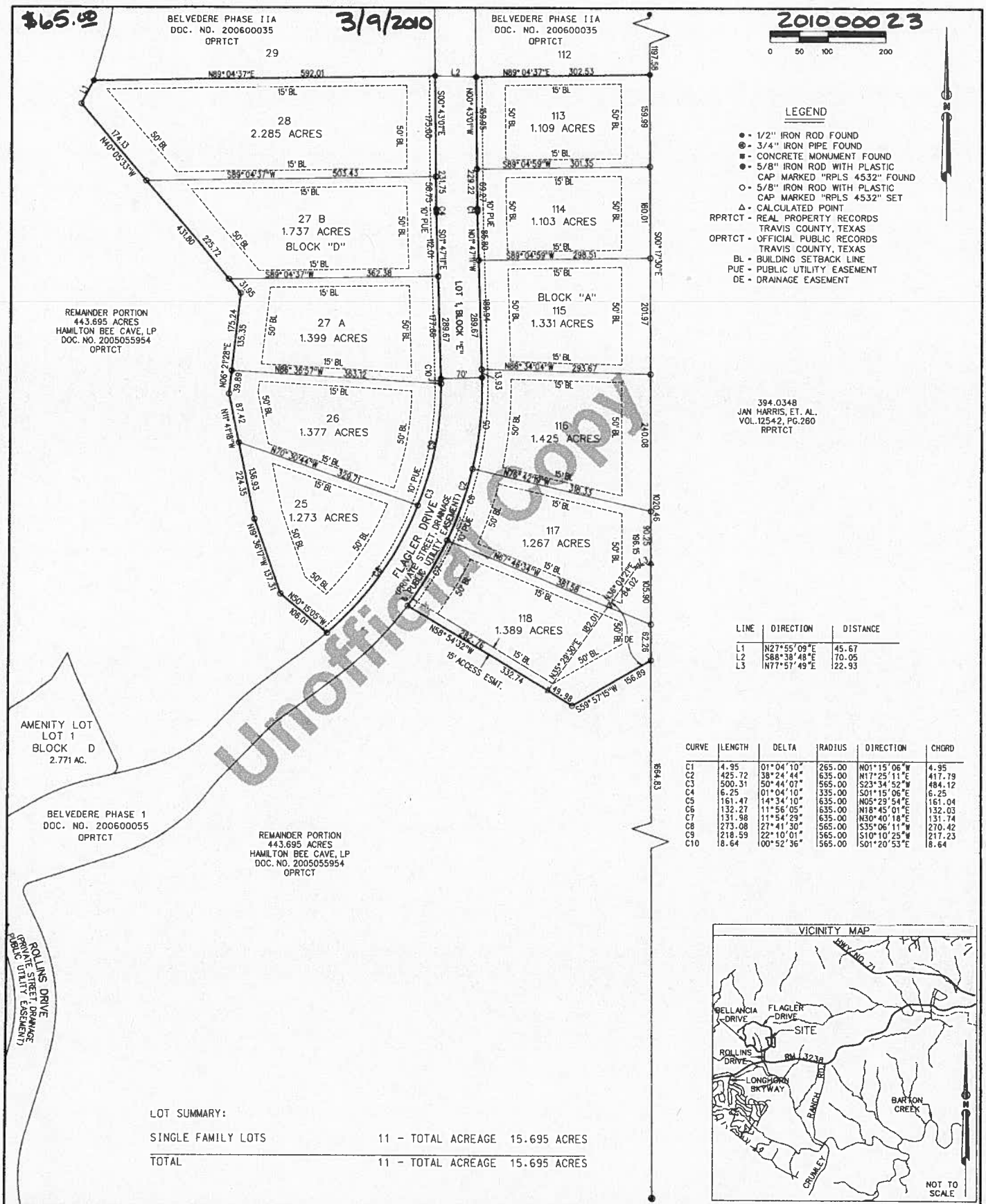
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PHOTOGRAPHIC MYLAR

$165.00 3/9/2010

2010000 23



LEGEND

- ● - 1/2" IRON ROD FOUND
- ◉ - 3/4" IRON PIPE FOUND
- ■ - CONCRETE MONUMENT FOUND
- ● - 5/8" IRON ROD WITH PLASTIC CAP MARKED "RPLS 4532" FOUND
- ○ - 5/8" IRON ROD WITH PLASTIC CAP MARKED "RPLS 4532" SET
- △ - CALCULATED POINT

RPRTCT - REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
OPRTCT - OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
BL - BUILDING SETBACK LINE
PUE - PUBLIC UTILITY EASEMENT
DE - DRAINAGE EASEMENT

LINE	DIRECTION	DISTANCE
L1	N27°55'09"E	45.67
L2	S88°38'48"E	70.05
L3	N77°57'49"E	22.93

CURVE	LENGTH	DELTA	RADIUS	DIRECTION	CHORD
C1	4.95	01°04'10"	265.00	N01°15'06"W	4.95
C2	425.72	38°24'44"	635.00	N17°25'11"E	417.79
C3	500.31	50°44'07"	565.00	S23°34'52"W	484.12
C4	6.25	01°04'10"	335.00	S01°15'06"E	6.25
C5	161.47	14°34'10"	635.00	N05°29'54"E	161.04
C6	132.27	11°56'05"	635.00	N18°45'01"E	132.03
C7	131.98	11°54'29"	635.00	N30°40'18"E	131.74
C8	273.08	27°41'30"	565.00	S35°06'11"W	270.42
C9	218.59	22°10'01"	565.00	S10°10'25"W	217.23
C10	8.64	00°52'36"	565.00	S01°20'53"E	8.64

LOT SUMMARY:

SINGLE FAMILY LOTS	11 - TOTAL ACREAGE	15.695 ACRES
TOTAL	11 - TOTAL ACREAGE	15.695 ACRES

VICINITY MAP

BELVEDERE PHASE V

RAMSEY LAND SURVEYING, L.L.C.
8718 SOUTHWEST PARKWAY
P.O. BOX 92768
AUSTIN, TEXAS 78709-2768
PHONE (512) 301-9398
FAX (512) 301-9395
bramsey@rlsurveying.com

DRAWN BY	MCG
CHECKED	BR
DATE	12-15-09
PROJECT NO	1086-04
DRAWING NO	1086-01
SHEET NO.	1 OF 2
FILENAME	1086/BVPH5FPR.DGN

NO	REVISIONS	DRN	CHK	DATE

Unofficial Copy

Created 11-13-14 at 4:49 pm

PHOTOGRAPHIC MYLAR

201000023

STATE OF TEXAS:

COUNTY OF TRAVIS:

KNOW ALL MEN BY THESE PRESENTS THAT HAMILTON BEE CAVE, LP, BY AND THROUGH ITS GENERAL PARTNER, JOEL ROBUCK, OWNER OF 15.695 ACRES OF LAND SITUATED IN THE SAMUEL WILDY SURVEY NO. 528 ABSTRACT 1, TRAVIS COUNTY, TEXAS BEING A PORTION OF THAT CERTAIN 443.695 ACRES, OF LAND CONVEYED TO US BY DEED RECORDED IN NO. 2005055954 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY. THE UNDERSIGNED OWNER DOES HEREBY SUBDIVIDE 15.695 ACRES OF LAND OUT OF SAID 443.695 ACRES IN ACCORDANCE WITH CHAPTER 232 OF THE TEXAS LOCAL GOVERNMENT CODE AND THIS PLAT, TO BE KNOWN AS "BELVEDERE PHASE V" , SUBJECT TO THE COVENANTS AND RESTRICTIONS SHOWN HEREON AND HEREBY DEDICATES TO THE OWNERS OF THE LOTS OF THE SUBDIVISION, PUBLIC UTILITIES SERVING THE SUBDIVISION, EMERGENCY SERVICE PROVIDERS WITH JURISDICTION, AND PUBLIC SERVICE AGENCIES THE USE OF ALL PRIVATE STREETS AND OTHER EASEMENTS, SHOWN HEREON. SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED. THE MAINTENANCE AND PAYMENT OF REAL PROPERTY TAXES ON SUCH PRIVATE STREETS ARE THE RESPONSIBILITY OF THE OWNER(S) OF THE SUBDIVISION OR ANY DULY CONSTITUTED HOMEOWNERS ASSOCIATION UNDER THAT CERTAIN INSTRUMENT OF RECORD AT DOCUMENT NO. 2006022950 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY. AN EXPRESS EASEMENT IS HEREBY GRANTED ACROSS SAID PRIVATE STREETS AND ANY COMMON AREAS FOR THE USE OF THE SURFACE FOR ALL GOVERNMENTAL FUNCTIONS, VEHICULAR AND NONVEHICULAR, INCLUDING FIRE AND POLICE PROTECTION, SOLID AND OTHER WASTE MATERIAL PICKUP, AND ANY OTHER PURPOSE ANY GOVERNMENTAL AUTHORITY DEEMS NECESSARY; AND OWNER FURTHER AGREES THAT ALL GOVERNMENTAL ENTITIES, THEIR AGENTS OR EMPLOYEES, SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGE OCCURING TO THE SURFACE OF SAID PRIVATE STREET AND ANY COMMON AREA AS A RESULT OF ANY SUCH USE BY GOVERNMENTAL VEHICLES. ALL PRIVATE STREET(S) SHOWN HEREON (FLAGLER DRIVE) AND STREETS WITHIN THE BELVEDERE SUBDIVISION AND ANY SECURITY GATES OR DEVICES CONTROLLING ACCESS TO SUCH STREETS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION OF THIS SUBDIVISION.

IN WITNESS WHEREOF, HAMILTON BEE CAVE, LP HAVE CAUSED THESE PRESENTS TO BE EXECUTED BY THEIR GENERAL PARTNER, THIS 2 DAY OF March, A.D., 2010.

HAMILTON BEE CAVE, LP
A DELAWARE LIMITED PARTNERSHIP

Joel H. Robuck

JOEL ROBUCK, GENERAL PARTNER
7015 SNIDER PLAZA, SUITE 205
DALLAS, TEXAS 75205

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS THE 2 DAY OF March, 2010, A.D. BY JOEL ROBUCK, GENERAL PARTNER, HAMILTON BEE CAVE LP ON BEHALF OF SAID PARTNERSHIP.

Melinda Barton

NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS

MELINDA M BARTON
NOTARY PUBLIC
State of Texas
Comm. Exp. 06-08-2010

SURVEYOR'S STATEMENT:

I, WILLIAM H. RAMSEY, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND CORRECT, WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, THAT ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED AS INDICATED HEREON.

3-2-10
DATE

WILLIAM H. RAMSEY
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4532
8718 SOUTHWEST PARKWAY
P.O. BOX 92768
AUSTIN, TEXAS 78709-2768
PHONE (512) 301-9398 FAX (512) 301-9395

STATE OF TEXAS
WILLIAM H. RAMSEY
4532
REGISTERED
PROFESSIONAL
LAND SURVEYOR

THE 100-YEAR FLOOD PLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENT AS SHOWN HEREON. NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) #48453C0395H, TRAVIS COUNTY, TEXAS, DATED SEPTEMBER 26, 2008.

3/2/2010
DATE

DANIEL RYAN, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 89458
LJA ENGINEERING & SURVEYING, INC.
5316 HWY. 290 WEST
SUITE 150
AUSTIN, TEXAS 78735
PHONE : (512) 439-4700, FAX : (512) 439-4716

STATE OF TEXAS
DANIEL RYAN
89458
LICENSED
PROFESSIONAL ENGINEER

GENERAL NOTES:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A MUNICIPAL WATER DISTRIBUTION SYSTEM OR AN APPROVED ONSITE WATER WELL.
2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN APPROVED PUBLIC SEWER SYSTEM OR APPROVED PRIVATE SEWAGE DISPOSAL SYSTEM.
3. NO OBJECTS, INCLUDING, BUT NOT LIMITED TO BUILDINGS, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT, EXCEPT AS APPROVED BY BELVEDERE MUNICIPAL UTILITY DISTRICT AND/OR TRAVIS COUNTY.
4. PROPERTY OWNER OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.
5. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER OR HIS/HER ASSIGNS. ALL STRUCTURAL DRAINAGE IMPROVEMENTS SHALL BE OWNED AND MAINTAINED BY THE BELVEDERE MUNICIPAL UTILITY DISTRICT.
6. TRAVIS COUNTY DEVELOPMENT PERMIT REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
7. ALL STREETS & DRAINAGE FACILITIES WILL BE DESIGNED IN ACCORDANCE TO TRAVIS COUNTY CONSTRUCTION STANDARDS FOR STREET & DRAINAGE IN SUBDIVISIONS,
8. WATER SERVICE TO BE PROVIDED BY LOWER COLORADO RIVER AUTHORITY OR STATE APPROVED WATER SYSTEM.
9. WASTEWATER SERVICE TO BE PROVIDED BY INDIVIDUAL ON-SITE WASTEWATER DISPOSAL.
10. ELECTRIC SERVICE TO BE PROVIDED BY PEDERNALES ELECTRIC CO-OP.
11. TELEPHONE SERVICE TO BE PROVIDED BY AT&T.
12. PROJECT IS LOCATED WITHIN TRAVIS COUNTY AND IS NOT LOCATED WITHIN ANY OTHER CITY'S EXTRA TERRITORIAL JURISDICTION (ETJ).
13. OVERALL IMPERVIOUS COVER WITHIN THIS BELVEDERE SUBDIVISION SHALL NOT EXCEED FIFTEEN PERCENT (15%). INDIVIDUAL PHASES WITHIN THE BELVEDERE SUBDIVISION MAY EXCEED FIFTEEN PERCENT (15%) SO LONG AS OVERALL IMPERVIOUS COVER DOES NOT EXCEED FIFTEEN PERCENT (15%).
14. ALL AREAS WITHIN SINGLE FAMILY LOTS, LOCATED BETWEEN THE PROPERTY LINES AND BUILDING SETBACK LINES, ARE VEGETATIVE FILTERS AND SHALL BE MAINTAINED FOR WATER QUALITY PROTECTION AND SHALL NOT BE ALTERED, DAMAGED OR COVERED WITH THE EXCEPTION OF A DRIVEWAY CROSSING. REFERENCE IS MADE TO THE RESTRICTIVE COVENANTS IN DOC.# 2006022950, SECTION 4.22.

EASEMENTS:

1. PRIVATE STREETS, DRAINAGE, PUBLIC UTILITY AND ACCESS EASEMENTS AS SHOWN.
2. THERE SHALL BE A 10 FOOT PUBLIC UTILITY EASEMENT ADJACENT TO ALL PRIVATE STREETS.

COMMISSIONERS' COURT RESOLUTION:

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

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

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

BENCHMARK:

NO. 723-04, COTTON GIN SPINDLE SET IN 11" LIVE OAK (TAG NO. 4005) APPROX. 148' WEST OF THE NORTHWEST CORNER OF THE INTERSECTION OF ROLLINS DR. & FLAGLER DR. & 127' NORTHEAST OF THE SOUTHWEST CORNER OF LOT 1, BLOCK D, PHASE 1. ELEVATION = 1125.84

TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM PLAT NOTES

1. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE WASTEWATER (SEPTIC) SYSTEM THAT HAS BEEN APPROVED AND LICENSED FOR OPERATION BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
2. NO ON-SITE WASTEWATER SYSTEM MAY BE INSTALLED WITHIN 100 FEET OF A PRIVATE WATER WELL NOR MAY AN ON-SITE WASTEWATER DISPOSAL SYSTEM BE INSTALLED WITHIN 150 FEET OF A PUBLIC WATER WELL.
3. NO CONSTRUCTION MAY BEGIN ON ANY LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM ARE APPROVED BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
4. DEVELOPMENT ON EACH LOT IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE TEXAS ADMINISTRATIVE CODE CHAPTER 285 AND CHAPTER 48 OF THE TRAVIS COUNTY CODE THAT ARE IN EFFECT AT THE TIME OF CONSTRUCTION.
5. ALL ON-SITE WASTEWATER DESIGNS FOR NON-RESIDENTIAL USES SHALL INCLUDE TWO TIMES THE DESIGN AREA FOR TREATMENT AND DISPOSAL.
6. RESIDENTIAL LOTS IN THIS SUBDIVISION ARE LIMITED TO ONE SINGLE-FAMILY DWELLING AND APPURTENANT STRUCTURES PER LOT.
7. THESE RESTRICTIONS ARE ENFORCEABLE BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.

STACEY SCHEFFEL, D.R.
PROGRAM MANAGER
ON SITE WASTEWATER
TRAVIS COUNTY-TNR

3/2/2010
DATE

ETJ NOTE:

NO PORTION OF THIS TRACT IS WITHIN THE CITY OF AUSTIN OR THE ETJ OF THE CITY OF AUSTIN.

for
GREG GUERNSEY, DIRECTOR
PLANNING & DEVELOPMENT REVIEW DEPARTMENT

3/3/10
DATE

STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 9th DAY OF March, 2010, A.D., AT 1:43 O'CLOCK P M., AND DULY RECORDED ON THE 9th DAY OF March, 2010, A.D., AT 1:43 O'CLOCK P M. IN DOCUMENT NO. 201000023 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND STATE.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 9th DAY OF March, 2010, A.D.

DANA DEBEAUVOIR, COUNTY CLERK,
TRAVIS COUNTY, TEXAS

D. Bartholomew
DEPUTY D. BARTHOLOMEW

STATE OF TEXAS:
COUNTY OF TRAVIS:

I, DANA DEBEAUVOIR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE 2nd DAY OF March, 2010, A.D., THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE 9th DAY OF March, 2010, A.D.

DANA DEBEAUVOIR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

DEPUTY S. SANDOVAL

BELVEDERE PHASE V

RAMSEY LAND SURVEYING, L.L.C.
8718 SOUTHWEST PARKWAY
P.O. BOX 92768
AUSTIN, TEXAS 78709-2768
PHONE (512) 301-9398
FAX (512) 301-9395
bramsey@rlsurveying.com

NO	REVISIONS	DRN	CHK	DATE

FILENAME	1086/BVPH5FPR.DGN
SHEET NO.	2 OF 2
DRAWING NO.	1086-01
PROJECT NO.	1086-04
DATE	12-15-09
CHECKED	BR
DRAWN BY	MCD

Unofficial Copy

TRV 201300082
4 PGS

PLAT DOCUMENT # _____

PLAT

PLAT RECORDS INDEX SHEET:

SUBDIVISION NAME: BELVEDERE PHASE VI

OWNERS NAME: HAMILTON BEE CAVE AND JOEL ROBUCK

RESUBDIVISION? YES ☐ NO ☒

ADDITIONAL RESTRICTIONS / COMMENTS:

2013074536

RETURN:

-TNR
MICHAEL HETTENHAUSEN
INTEROFFICE

Unofficial Copy

PLAT FILE STAMP

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Apr 25, 2013 01:19 PM 201300082
CLINTONB: $119.00
Dana DeBeauvoir, County Clerk
Travis County TEXAS

Created 11-13-14 at 4:49 pm

April 25, 2013 $119.00 201300082

BELVEDERE PHASE VI

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.

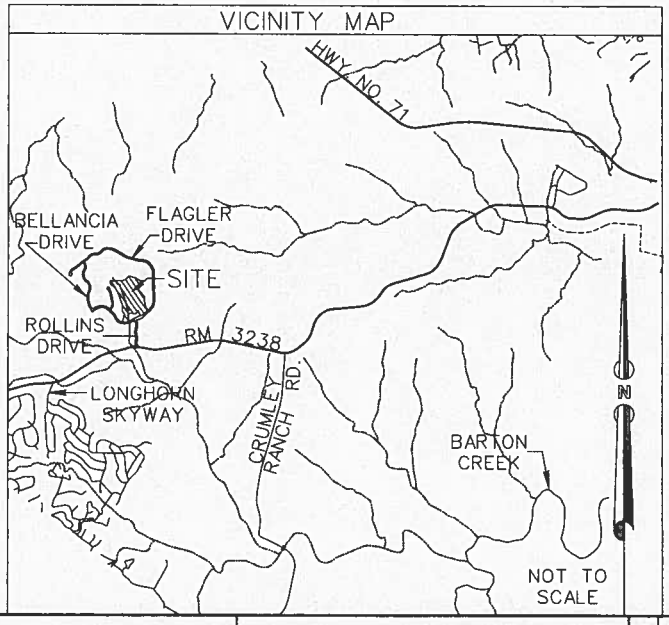
DEPENDING ON STATE LAW AND OTHER FACTORS, LAND OUTSIDE THE CITY LIMITS MAY BE SUBJECT TO FEWER LOCAL GOVERNMENT CONTROLS OVER THE DEVELOPMENT AND USE OF LAND THAN INSIDE THE CITY LIMITS.

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.

Unofficial Copy

VICINITY MAP



DRAWN BY	CAR
CHECKED	MCD/BR
DATE	06-20-12
PROJECT NO	1376-04
DRAWING NO	1376.01
SHEET NO.	1 OF 4
FILENAME	1376\COVERSHT.DGN

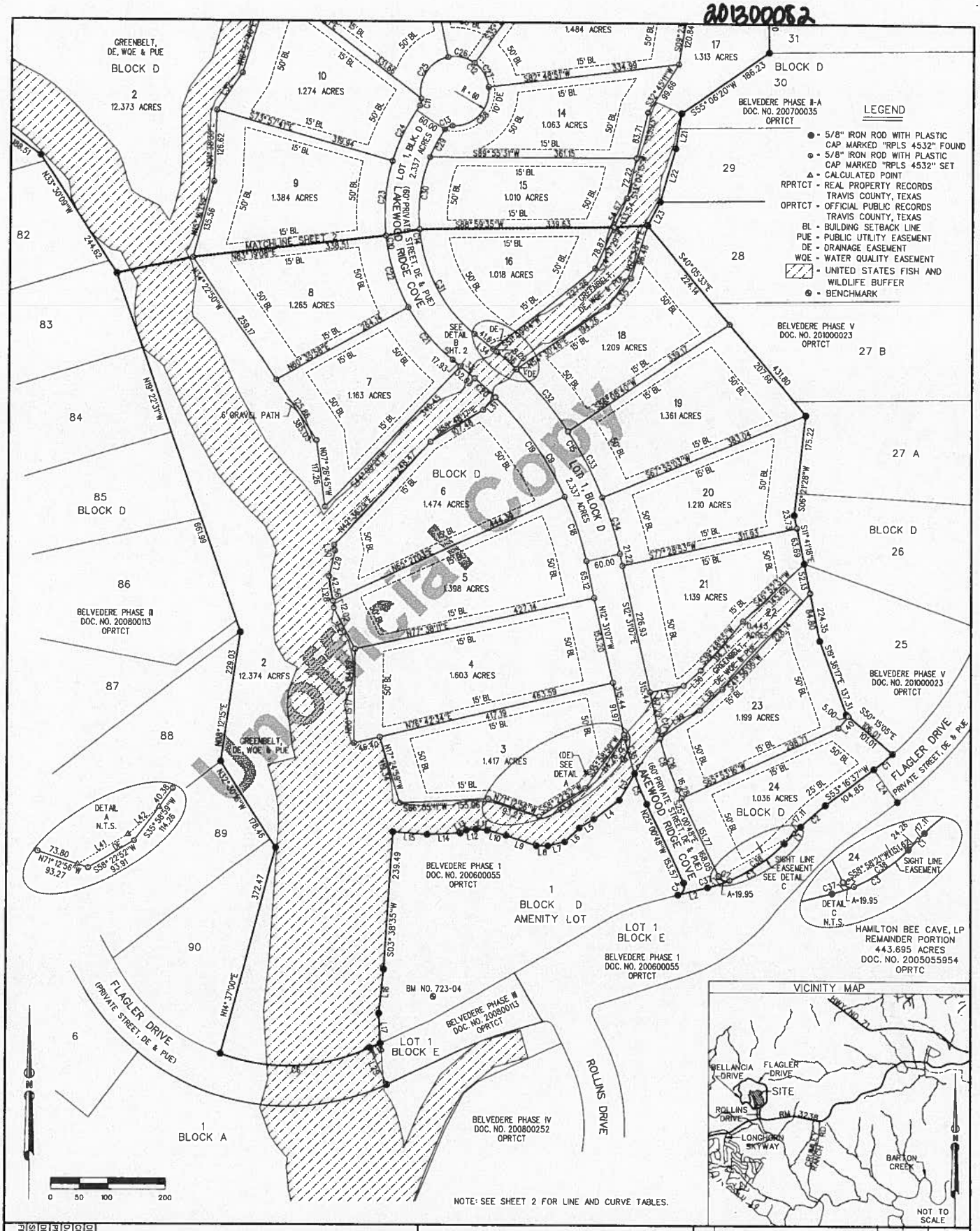
BELVEDERE PHASE VI

RAMSEY LAND SURVEYING, L.L.C.
8718 SOUTHWEST PARKWAY
P.O. BOX 92768
AUSTIN, TEXAS 78709-2768
PHONE (512) 301-9398
FAX (512) 301-9395
bramsey@rlsurveying.com

NO	REVISIONS	DRN	CHK	DATE

Created 11-13-14 at 4:49 pm

201300052



Unofficial Copy

DRAWN BY	CAR
CHECKED	MCO/BR
DATE	06-20-12
PROJECT NO	1376-04
DRAWING NO	1376.01
SHEET NO.	2 OF 4
FILENAME	1376\BVPH6FP.DGN

BELVEDERE PHASE VI

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NO	REVISIONS	DRN	CHK	DATE

Created 11-13-14 at 4:49 pm

20130008 2

CURVE	LENGTH	DELTA	RADIUS	DIRECTION	CHORD
C1	42.68	04°19'41"	565.00	S51°06'46"W	42.67
C2	57.31	09°48'08"	335.00	S48°22'33"W	57.24
C3	156.83	32°22'55"	277.50	S59°39'56"W	154.76
C4	26.41	100°52'10"	15.00	N25°25'18"E	23.13
C5	56.73	05°51'18"	555.12	N22°05'08"W	56.70
C6	267.34	45°03'05"	340.00	S87°30'45"W	260.51
C7	22.89	87°26'08"	15.00	N68°43'51"W	20.73
C8	107.97	12°29'42"	495.12	N18°45'57"W	107.76
C9	380.49	38°14'48"	570.00	N31°38'30"W	373.47
C10	494.53	85°51'43"	330.00	N07°50'03"W	449.54
C11	12.56	47°57'59"	15.00	S11°06'49"W	12.19
C12	299.31	285°49'27"	60.00	S49°57'27"E	72.36
C13	15.61	59°36'36"	15.00	S63°08'58"W	14.91
C14	395.36	84°06'34"	270.00	S08°42'37"E	361.71
C15	420.54	38°14'48"	630.00	S31°38'30"E	412.78
C16	93.75	10°50'59"	495.12	N19°35'18"W	93.62
C17	14.22	01°38'42"	495.12	N13°20'27"W	14.22
C18	120.75	12°08'14"	570.00	S18°35'14"E	120.52
C19	210.97	21°12'24"	570.00	S35°15'32"E	209.77
C20	48.77	04°54'10"	570.00	S48°18'49"E	48.76
C21	123.05	21°21'52"	330.00	N40°04'58"W	122.34
C22	130.86	22°43'11"	330.00	S18°02'27"E	130.00
C23	130.86	22°43'11"	330.00	S04°40'44"W	130.00
C24	109.76	19°03'30"	330.00	S25°34'04"W	109.26
C25	95.54	91°13'52"	60.00	S32°44'46"W	85.76
C26	49.36	47°08'15"	60.00	N78°04'10"W	47.98
C27	49.57	47°20'06"	60.00	N30°50'00"W	48.17
C28	104.84	100°07'13"	60.00	N42°53'40"E	92.01
C29	56.15	11°54'55"	270.00	S27°23'13"W	56.05
C30	128.04	27°10'18"	270.00	S07°50'36"W	126.85
C31	212.17	45°01'21"	270.00	S38°15'14"E	206.75
C32	140.15	12°44'45"	630.00	N40°12'12"W	139.86
C33	129.19	11°44'57"	630.00	S27°57'20"E	128.96
C34	105.14	09°33'45"	630.00	S17°17'59"E	105.02
C35	64.33	06°38'23"	555.12	N15°50'18"W	64.29
C36	46.06	04°11'20"	630.00	N48°40'14"W	46.05
C37	40.22	08°18'18"	277.50	S71°42'14"W	40.19
C38	116.61	24°04'36"	277.50	S55°30'46"W	115.75
C39	16.77	01°31'32"	630.00	N45°48'48"W	16.77

LINE	DIRECTION	DISTANCE
L1	S43°28'28"W	41.37
L2	S75°51'23"W	53.20
L3	S30°05'11"W	53.08
L4	S53°09'03"W	55.23
L5	S57°32'53"W	30.27
L6	S45°01'19"W	35.46
L7	S75°58'10"W	30.27
L8	S89°59'30"W	19.42
L9	N70°48'38"W	55.95
L10	N74°04'42"W	33.51
L11	N84°40'08"W	20.26
L12	S83°39'30"W	16.43
L13	S63°27'04"W	11.81
L14	S87°16'01"W	58.46
L15	N85°55'36"W	60.06
L16	S05°48'17"W	77.79
L17	S02°47'40"E	53.72
L18	S64°59'12"W	19.64
L19	N77°37'09"E	61.84
L20	S00°55'23"E	100.00
L21	S08°52'20"W	63.07
L22	S16°03'54"W	98.07
L23	S27°55'09"W	45.67
L24	S36°43'23"E	70.00
L25	S25°00'47"E	70.00
L26	N27°22'49"W	81.14
L27	N08°58'15"W	54.58
L28	N12°35'08"E	45.66
L29	N11°44'09"W	9.71
L30	N44°08'00"E	30.62
L31	N33°57'14"E	78.08
L32	N50°45'54"W	49.96
L33	S50°45'54"E	49.96
L34	N39°31'48"E	63.32
L35	S47°08'35"W	40.25
L36	S78°47'48"W	60.06
L37	S47°08'35"W	53.67
L38	S54°39'12"W	84.74
L39	S39°44'55"W	26.75
L40	N58°22'52"E	103.35
L41	N47°55'37"E	72.48
L42	N72°32'40"E	50.38
L43	S29°11'31"W	38.58

LOT SUMMARY:

SINGLE FAMILY LOTS	20 - TOTAL ACREAGE	25.083 ACRES
PRIVATE STREET, DE & PUE	1 - TOTAL ACREAGE	2.337 ACRES
GREENBELT, DE, WQE & PUE	3 - TOTAL ACREAGE	14.130 ACRES
TOTAL	24 - TOTAL ACREAGE	41.550 ACRES

PROPOSED ROADWAYS:

LAKEWOOD RIDGE COVE	1563 LINEAR FEET
TOTAL	1563 LINEAR FEET

BENCHMARKS:

NO. 723-04, COTTON GIN SPINDLE SET IN 11" LIVE OAK (TAG NO. 4005) APPROX. 148' WEST OF THE NORTHWEST CORNER OF THE INTERSECTION OF ROLLINS DR. & FLAGLER DR. & 127' NORTHEAST OF THE SOUTHWEST CORNER OF LOT 1, BLOCK D, PHASE I. ELEVATION = 1125.84

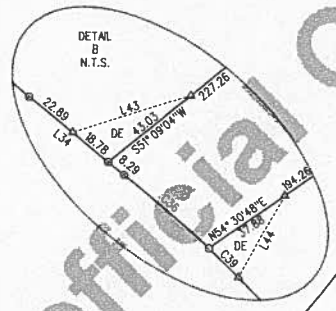
NO. 916-01, COTTON GIN SPINDLE IN 11" LIVE OAK +/- 13' SOUTHWEST OF FRONT LOT CORNER LOTS 35 & 36, BLOCK D, BELVEDERE PHASE 1, IN LOT 36 AT CARLTON RIDGE COVE. ELEVATION = 1246.70

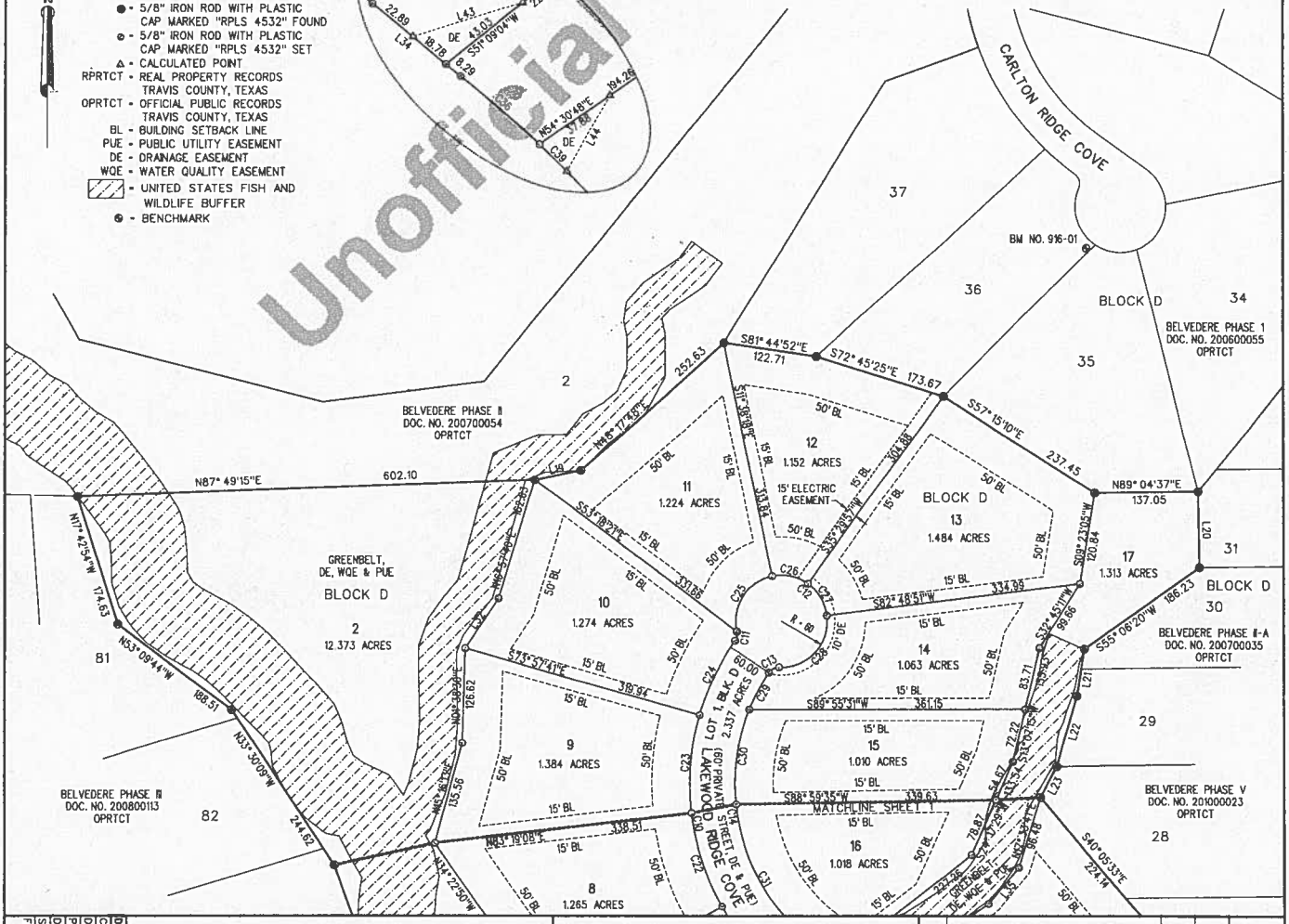
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0 50 100 200

LEGEND

- ● = 5/8" IRON ROD WITH PLASTIC CAP MARKED "RPLS 4532" FOUND
- ⊙ = 5/8" IRON ROD WITH PLASTIC CAP MARKED "RPLS 4532" SET
- △ = CALCULATED POINT
- RPRTCT = REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
- OPRTCT = OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
- BL = BUILDING SETBACK LINE
- PUE = PUBLIC UTILITY EASEMENT
- DE = DRAINAGE EASEMENT
- WQE = WATER QUALITY EASEMENT
- ▨ = UNITED STATES FISH AND WILDLIFE BUFFER
- ⊛ = BENCHMARK





BELVEDERE PHASE VI

RAMSEY LAND SURVEYING, L.L.C.
8718 SOUTHWEST PARKWAY
P.O. BOX 92768
AUSTIN, TEXAS 78709-2768
PHONE (512) 301-9398
FAX (512) 301-9395
bramsey@rlsurveying.com

DRAWN BY	CAR
CHECKED	MCO/BR
DATE	08-20-12
PROJECT NO	1376-04
DRAWING NO	1376.01
SHEET NO.	3 OF 4
FILENAME	1376\BVPH6FP.DGN

NO	REVISIONS	DRN	CHK	DATE

Created 11-13-14 at 4:49 pm

20130082

STATE OF TEXAS:

COUNTY OF TRAVIS:

KNOW ALL MEN BY THESE PRESENTS THAT HAMILTON BEE CAVE, LP, BY AND THROUGH ITS GENERAL PARTNER, JOEL ROBUCK, OWNER OF 41.550 ACRES OF LAND SITUATED IN THE SAMUEL WILDY SURVEY NO. 528 ABSTRACT 1, TRAVIS COUNTY, TEXAS BEING A PORTION OF THAT CERTAIN 443.695 ACRES, OF LAND CONVEYED TO US BY DEED RECORDED IN NO. 2005055954 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY. THE UNDERSIGNED OWNER DOES HEREBY SUBDIVIDE 41.550 ACRES OF LAND OUT OF SAID 443.695 ACRES IN ACCORDANCE WITH CHAPTER 232 OF THE TEXAS LOCAL GOVERNMENT CODE AND THIS PLAT, TO BE KNOWN AS "BELVEDERE PHASE VI" , SUBJECT TO THE COVENANTS AND RESTRICTIONS SHOWN HEREON AND HEREBY DEDICATES TO THE OWNERS OF THE LOTS OF THE SUBDIVISION, PUBLIC UTILITIES SERVING THE SUBDIVISION, EMERGENCY SERVICE PROVIDERS WITH JURISDICTION, AND PUBLIC SERVICE AGENCIES THE USE OF ALL PRIVATE STREETS AND OTHER EASEMENTS, SHOWN HEREON. SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED. THE MAINTENANCE AND PAYMENT OF REAL PROPERTY TAXES ON SUCH PRIVATE STREETS ARE THE RESPONSIBILITY OF THE OWNER(S) OF THE SUBDIVISION OR ANY DULY CONSTITUTED HOMEOWNERS ASSOCIATION UNDER THAT CERTAIN INSTRUMENT OF RECORD AT DOCUMENT NO. 2006022950 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY. AN EXPRESS EASEMENT IS HEREBY GRANTED ACROSS SAID PRIVATE STREETS AND ANY COMMON AREAS FOR THE USE OF THE SURFACE FOR ALL GOVERNMENTAL FUNCTIONS, VEHICULAR AND NONVEHICULAR, INCLUDING FIRE AND POLICE PROTECTION, SOLID AND OTHER WASTE MATERIAL PICKUP, AND ANY OTHER PURPOSE ANY GOVERNMENTAL AUTHORITY DEEMS NECESSARY; AND OWNER FURTHER AGREES THAT ALL GOVERNMENTAL ENTITIES, THEIR AGENTS OR EMPLOYEES, SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGE OCCURING TO THE SURFACE OF SAID PRIVATE STREET AND ANY COMMON AREA AS A RESULT OF ANY SUCH USE BY GOVERNMENTAL VEHICLES. ALL PRIVATE STREET(S) SHOWN HEREON (LAKEWOOD RIDGE COVE) AND STREETS WITHIN THE BELVEDERE SUBDIVISION AND ANY SECURITY GATES OR DEVICES CONTROLLING ACCESS TO SUCH STREETS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION OF THIS SUBDIVISION.

IN WITNESS WHEREOF, HAMILTON BEE CAVE, LP HAVE CAUSED THESE PRESENTS TO BE EXECUTED BY THEIR GENERAL PARTNER, THIS 10th DAY OF April, A.D., 2013.

HAMILTON BEE CAVE, LP
A DELAWARE LIMITED PARTNERSHIP

Joel H. Robuck

JOEL ROBUCK, GENERAL PARTNER
7015 SNIDER PLAZA, SUITE 205
DALLAS, TEXAS 75205

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS THE 10th DAY OF April, 2013, A.D. BY JOEL ROBUCK, GENERAL PARTNER, HAMILTON BEE CAVE LP ON BEHALF OF SAID PARTNERSHIP.

MARIA L. CARDONA
Notary Public
State of Texas
Comm. Expires 08/21/2016

NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS

SURVEYOR'S STATEMENT:

I, WILLIAM H. RAMSEY, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND CORRECT, WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, THAT ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED AS INDICATED HEREON.

4-9-13
DATE

WILLIAM H. RAMSEY
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4532
8718 SOUTHWEST PARKWAY
P.O. BOX 92768
AUSTIN, TEXAS 78709-2768
PHONE (512) 301-9398 FAX (512) 301-9395

STATE OF TEXAS
WILLIAM H. RAMSEY
4532
REGISTERED
LAND SURVEYOR

THE 100-YEAR FLOOD PLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENTS AS SHOWN HEREON. NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) #48453C0395H, TRAVIS COUNTY, TEXAS, DATED SEPTEMBER 26, 2008.

Brian Faltesek

4-9-2013
DATE

BRIAN FALTESEK, P.E
LICENSED PROFESSIONAL ENGINEER NO. 105982
LJA ENGINEERING, INC.
5316 HWY. 290 WEST
SUITE 150
AUSTIN, TEXAS 78735
PHONE : (512) 439-4700, FAX : (512) 439-4716

STATE OF TEXAS
BRIAN W. FALTESEK
105982
LICENSED
PROFESSIONAL ENGINEER

GENERAL NOTES:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A MUNICIPAL WATER DISTRIBUTION SYSTEM OR AN APPROVED ONSITE WATER WELL.
2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN APPROVED PUBLIC SEWER SYSTEM OR APPROVED PRIVATE SEWAGE DISPOSAL SYSTEM.
3. NO OBJECTS, INCLUDING, BUT NOT LIMITED TO BUILDINGS, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT, EXCEPT AS APPROVED BY BELVEDERE MUNICIPAL UTILITY DISTRICT AND/OR TRAVIS COUNTY.
4. PROPERTY OWNER OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.
5. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER OR HIS/HER ASSIGNS. ALL STRUCTURAL DRAINAGE IMPROVEMENTS SHALL BE OWNED AND MAINTAINED BY THE BELVEDERE MUNICIPAL UTILITY DISTRICT.
6. TRAVIS COUNTY DEVELOPMENT PERMIT REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
7. ALL STREETS & DRAINAGE FACILITIES WILL BE DESIGNED IN ACCORDANCE TO TRAVIS COUNTY CONSTRUCTION STANDARDS FOR STREET & DRAINAGE IN SUBDIVISIONS,
8. WATER SERVICE TO BE PROVIDED BY WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY OR STATE APPROVED WATER SYSTEM.
9. WASTEWATER SERVICE TO BE PROVIDED BY INDIVIDUAL ON-SITE WASTEWATER DISPOSAL.
10. ELECTRIC SERVICE TO BE PROVIDED BY PEDERNALES ELECTRIC CO-OP.
11. TELEPHONE SERVICE TO BE PROVIDED BY AT&T.
12. PROJECT IS LOCATED WITHIN TRAVIS COUNTY AND IS NOT LOCATED WITHIN ANY OTHER CITY'S EXTRA TERRITORIAL JURISDICTION (ETJ).
13. OVERALL IMPERVIOUS COVER WITHIN THIS BELVEDERE SUBDIVISION SHALL NOT EXCEED FIFTEEN PERCENT (15%). INDIVIDUAL PHASES WITHIN THE BELVEDERE SUBDIVISION MAY EXCEED FIFTEEN PERCENT (15%) SO LONG AS OVERALL IMPERVIOUS COVER DOES NOT EXCEED FIFTEEN PERCENT (15%).

GENERAL NOTES CONTINUED:

14. ALL AREAS WITHIN SINGLE FAMILY LOTS, LOCATED BETWEEN THE PROPERTY LINES AND BUILDING SETBACK LINES, ARE VEGETATIVE FILTERS AND SHALL BE MAINTAINED FOR WATER QUALITY PROTECTION AND SHALL NOT BE ALTERED, DAMAGED OR COVERED WITH THE EXCEPTION OF A DRIVEWAY CROSSING. REFERENCE IS MADE TO THE RESTRICTIVE COVENANTS IN DOC.# 2006022950, SECTION 4.22.
15. WITHIN A SIGHT LINE EASEMENT ANY OBSTRUCTION OF SIGHT LINE BY VEGETATION, FENCING, EARTHWORK, BUILDINGS, SIGNS, OR ANY OTHER OBJECT WHICH IS DETERMINED TO CAUSE A TRAFFIC HAZARD IS PROHIBITED AND MAY BE REMOVED BY ORDER OF THE TRAVIS COUNTY COMMISSIONERS COURT AT THE OWNER'S EXPENSE. THE PROPERTY OWNER IS TO MAINTAIN AN UNOBSTRUCTED VIEW CORRIDOR WITHIN THE BOUNDS OF SUCH EASEMENT AT ALL TIMES.

EASEMENTS:

1. PRIVATE STREETS, DRAINAGE, PUBLIC UTILITY AND ACCESS EASEMENTS AS SHOWN.
2. THERE SHALL BE A 15 FOOT PUBLIC UTILITY EASEMENT ADJACENT TO ALL PRIVATE STREETS.

COMMISSIONERS' COURT RESOLUTION:

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

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

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

TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM PLAT NOTES

1. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE WASTEWATER (SEPTIC) SYSTEM THAT HAS BEEN APPROVED AND LICENSED FOR OPERATION BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
2. DEVELOPMENT ON EACH LOT IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE TEXAS ADMINISTRATIVE CODE CHAPTER 285 AND CHAPTER 48 OF THE TRAVIS COUNTY CODE THAT ARE IN EFFECT AT THE TIME OF CONSTRUCTION.
3. ALL ON-SITE WASTEWATER DESIGNS FOR NON-RESIDENTIAL USES SHALL INCLUDE TWO TIMES THE DESIGN AREA FOR TREATMENT AND DISPOSAL.
4. RESIDENTIAL LOTS IN THIS SUBDIVISION ARE LIMITED TO ONE SINGLE-FAMILY DWELLING AND APPURTENANT STRUCTURES PER LOT.
5. THESE RESTRICTIONS ARE ENFORCEABLE BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.

Rodney Sherrill

4/12/13
DATE

For STACEY SCHEFFEL, D.R.
PROGRAM MANAGER
ON SITE WASTEWATER
TRAVIS COUNTY-TNR

ETJ NOTE:

NO PORTION OF THIS TRACT IS WITHIN THE CITY OF AUSTIN OR THE ETJ OF THE CITY OF AUSTIN.

Greg Guernsey for

4/12/13
DATE

GREG GUERNSEY, DIRECTOR
PLANNING & DEVELOPMENT REVIEW DEPARTMENT

STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 25 DAY OF April, 2013, A.D., AT 1:19 O'CLOCK P.M., AND DULY RECORDED ON THE 25 DAY OF April, 2013, A.D., AT 1:19 O'CLOCK P.M. IN DOCUMENT NO. 201300082 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND STATE.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 25 DAY OF April, 2013, A.D.

DANA DEBEAUVOIR, COUNTY CLERK,
TRAVIS COUNTY, TEXAS

DEPUTY

SEAL OF COUNTY COURT
TRAVIS COUNTY, TEXAS

STATE OF TEXAS:
COUNTY OF TRAVIS:

B. CLINTON

I, DANA DEBEAUVOIR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE 23 DAY OF April, 2013, A.D., THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE 25 DAY OF April, 2013, A.D.

DANA DEBEAUVOIR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

C. JONES

DEPUTY

SEAL OF COMMISSIONERS COURT
TRAVIS COUNTY, TEXAS

FILENAME: 1376\BVPH6FP.DGN
SHEET NO.: 4 OF 4
DRAWING NO.: 1376.01
PROJECT NO.: 1376-04
DATE: 06-20-12
CHECKED: MCO/BR
DRAWN BY: CAR

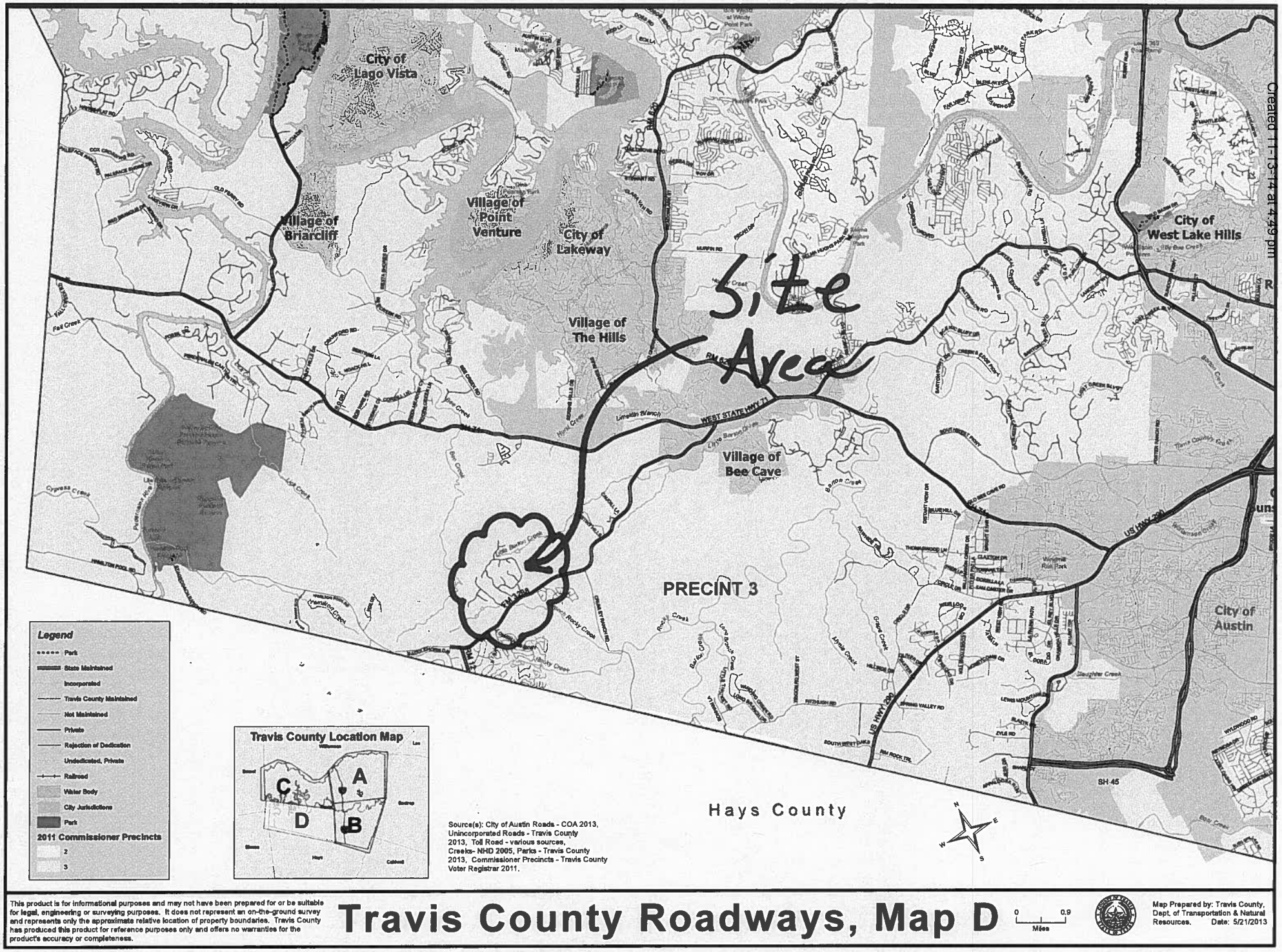
BELVEDERE PHASE VI

RAMSEY LAND SURVEYING, L.L.C.
8718 SOUTHWEST PARKWAY
P.O. BOX 92768
AUSTIN, TEXAS 78709-2768
PHONE (512) 301-9398
FAX (512) 301-9395
bramsey@rlsurveying.com

NO	REVISIONS	DRN	CHK	DATE

Unofficial Copy

Created 11-13-14 at 4:49 pm



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

Travis County Roadways, Map D

0 0.9 Miles

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

Travis County Commissioners Court Agenda Request

Meeting Date: November 18, 2014
Prepared By: Paul Scoggins, Engineering Specialist **Phone #:** (512) 854-7619
Division Director/Manager: Donald W. Ward, P.E., Assistant Public Work Director - Road and Bridge Division

Department Head: Steven M. Manilla, P.E., County Executive-TNR
Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action on the acceptance of the dedication of the public street and drainage facilities within Cedar Ridge Estates – Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:
Cedar Ridge Estates was recorded on November 8, 2001 at document #200100335. This subdivision has been inspected for conformance with approved plans and specifications as listed. This subdivision will be accepted under the regulations of the Standards for Construction of Streets and Drainage in Subdivisions approved by Commissioners Court August 28, 1997, in which the subdivision is accepted before the one-year performance period has ended.

The completed sidewalks within this subdivision have been inspected by a Registered Accessibility Specialist and found to be in substantial compliance with the Texas Architectural Barriers Act. The stop signs, if any, are in the process of being approved under Chapter 251 of the Texas Transportation Code.

Cedar Ridge Estates is accessed from Ledgestone Terrace, a street maintained by Travis County. This action will add a total of 2,400 linear feet (0.45 miles) to the Travis County road system.

STAFF RECOMMENDATIONS:
TNR staff recommends approval of the proposed motion.

ISSUES AND OPPORTUNITIES:
Cedar Ridge Estates has had conditional construction acceptance since June 3, 2008. Staff will consider the time between the conditional construction acceptance date and now as the warranty period. Therefore, staff recommends all fiscal be released once this motion is approved.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A.

ATTACHMENTS/EXHIBITS:

TNR Approval Letter
Conditional Approval Letter
List of Streets
Requirements for Approval
RAS Letter
Location Maps

REQUIRED AUTHORIZATIONS:

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

CC:

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

SM:AB:ps
1101 - Development Services Long Range Planning - Cedar Ridge Estates

Created 11-13-14 at 4:49 pm

Travis County Commissioners Court Agenda Request

Meeting Date: November 18, 2014
Prepared By: Michael Hettenhausen, planner **Phone #:** (512) 854-7563
Division Director/Manager: Anna Bowlin, Division Director, Development Services and Long Range Planning
Department Head: Steven M. Manilla, P.E., County Executive-TNR
Sponsoring Court Member: Commissioner Gomez, Precinct Four

AGENDA LANGUAGE: Consider and take appropriate action on a plat for recording: 9101 U.S. Highway 183 Subdivision Final Plat (Short Form Final Plat - One Lot - U.S. 183 - City of Austin ETJ) in Precinct Four.

BACKGROUND/SUMMARY OF REQUEST:
This short form final plat consists of one non-residential lot on 6.08 acres. There are no public or private streets proposed with this final plat; the property fronts U.S. 183. Parkland dedication or fees in lieu of dedication are not required with this non-residential plat. Water service to be provided by Creedmoor-Maha Water Supply Corporation; wastewater service will be provided by on-site septic facilities.

STAFF RECOMMENDATIONS:
The applicant received a land status determination from the City of Austin (C8I-2014-0022) on January 16, 2014, so platting through the Single Office is not required. TNR staff has reviewed the subdivision application and recommends approval of the final plat.

ISSUES AND OPPORTUNITIES:
Staff has not been contacted by any adjacent property owners nor registered any interested parties for this application.

FISCAL IMPACT AND SOURCE OF FUNDING:
N/A

ATTACHMENTS/EXHIBITS:
Precinct map
Location map
Proposed final plat

REQUIRED AUTHORIZATIONS:

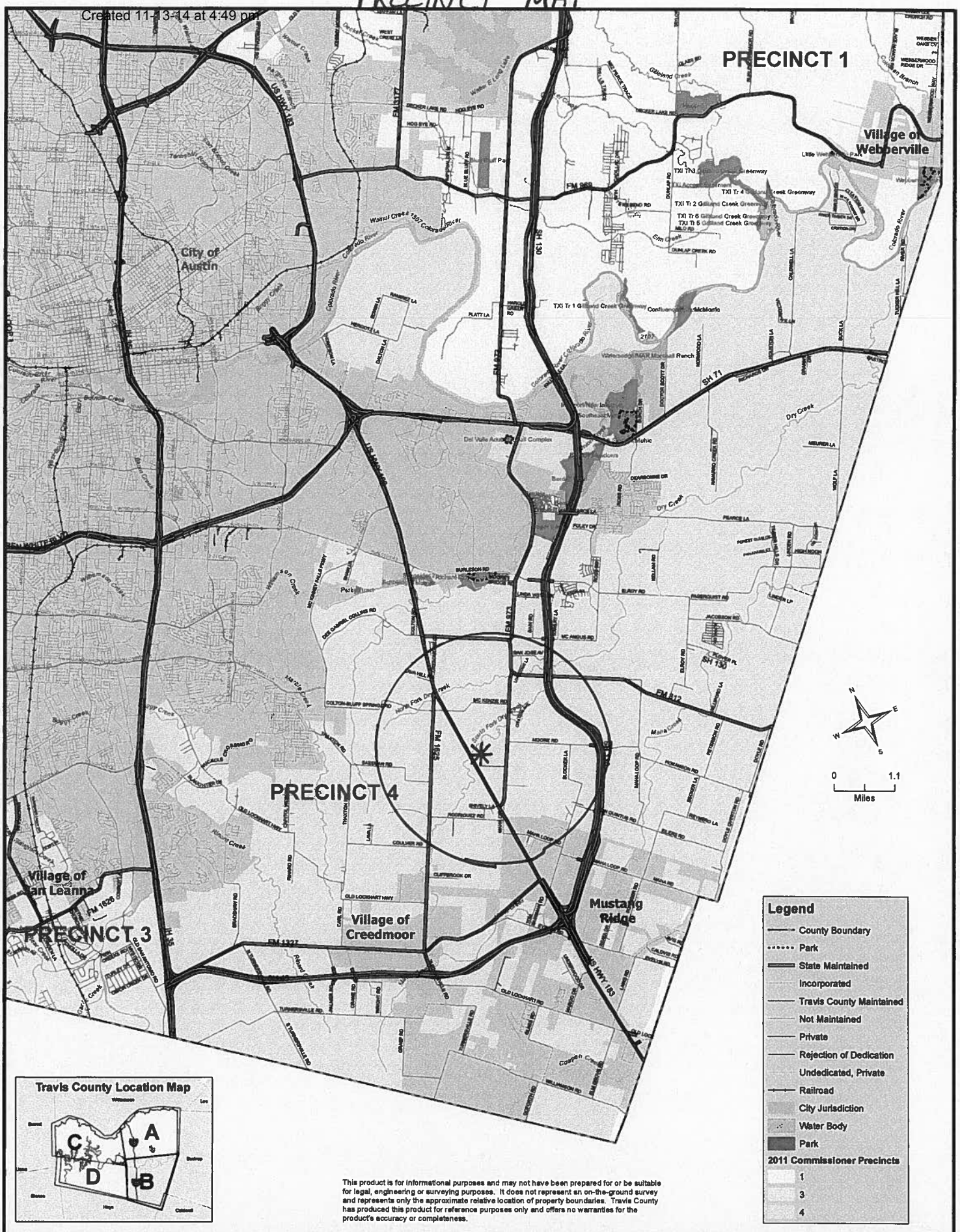
Cynthia McDonald	Financial Manager	TNR	(512) 854-4239

Steven M. Manilla	County Executive	TNR	(512) 854-9429

CC:

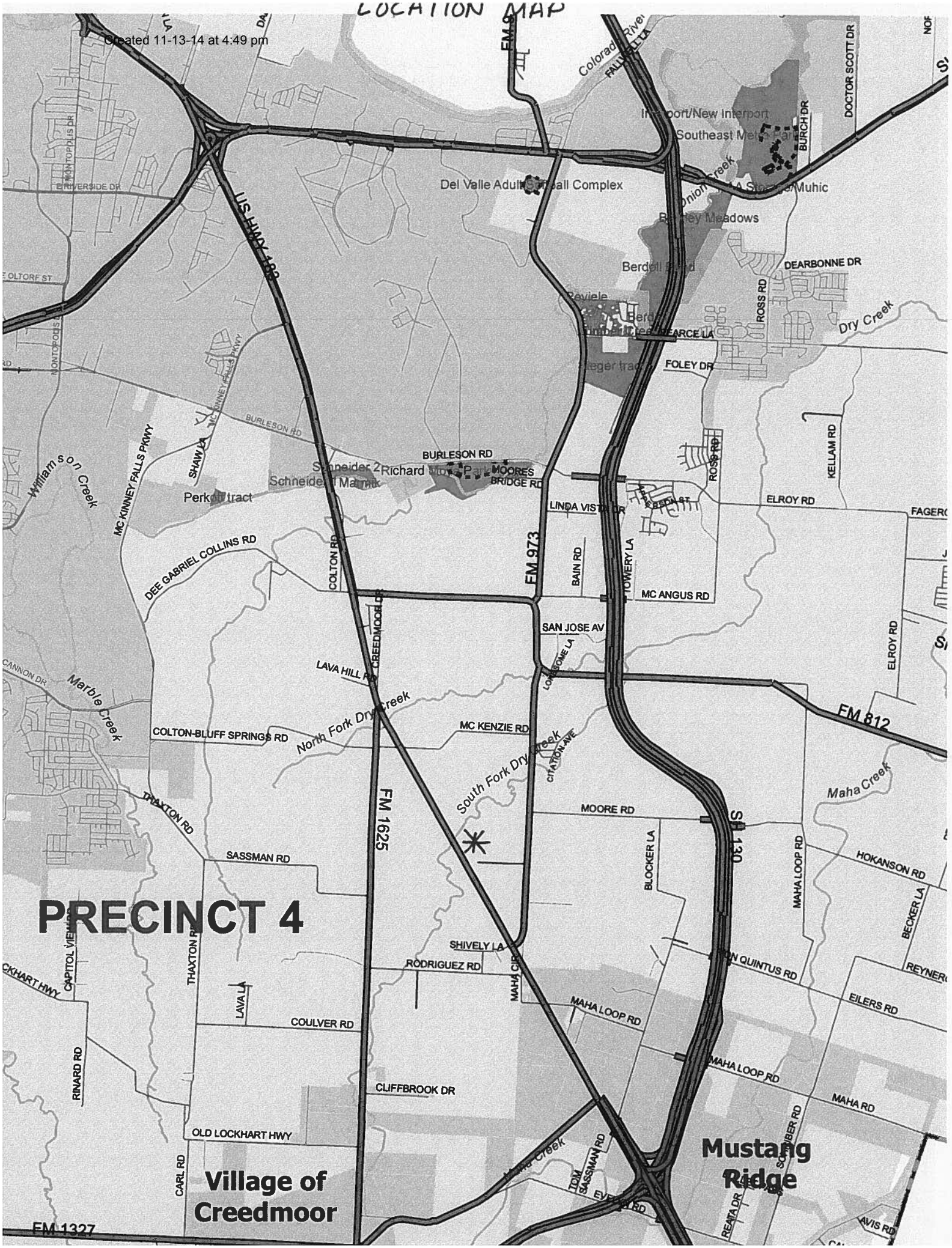
SM:AB:mh
1101 - Development Services Long Range Planning - 9101 U.S. Highway 183 Subdivision Final Plat

PRECINCT MAP



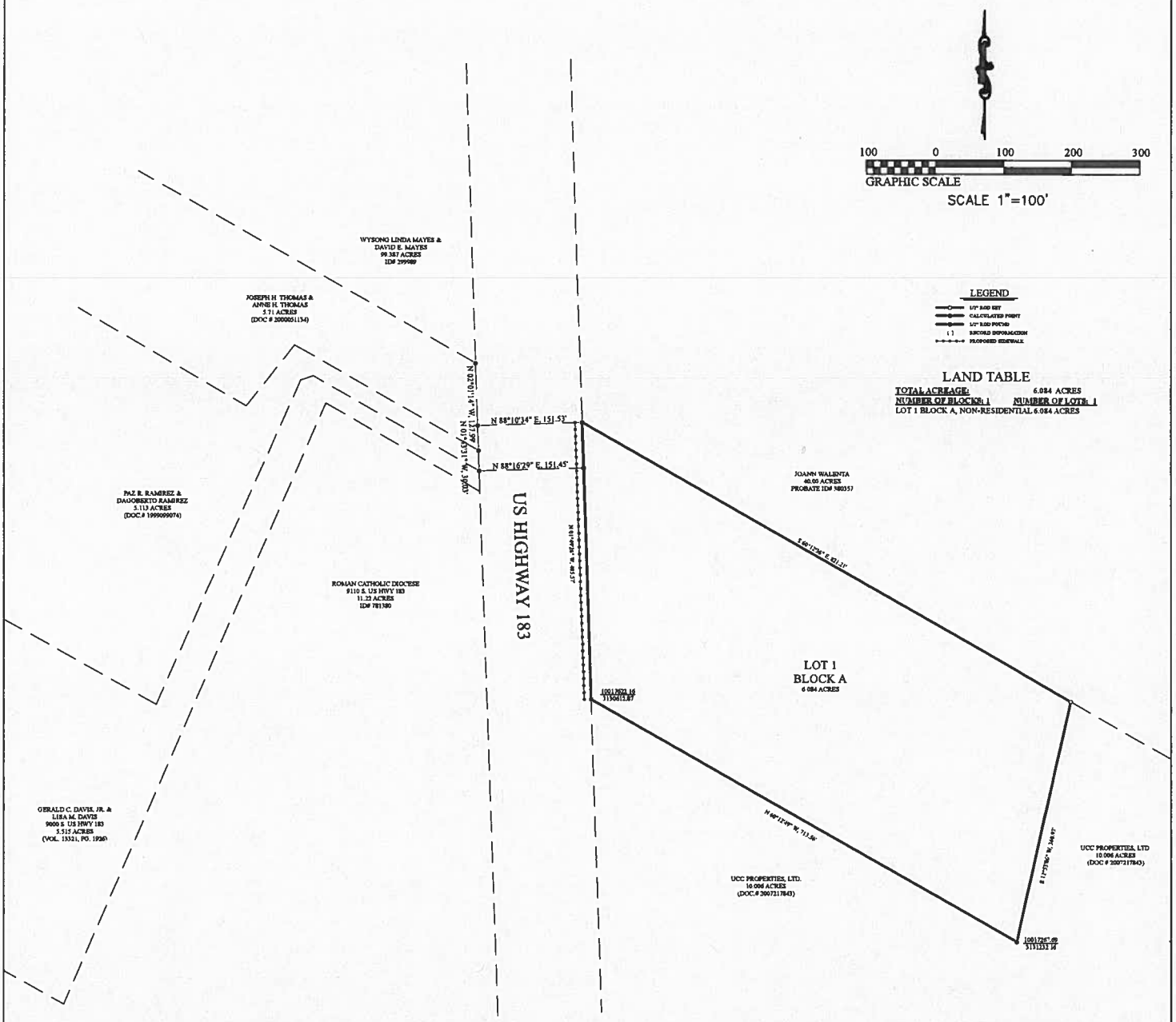
LOCATION MAP

Created 11-13-14 at 4:49 pm



Created 11-13-14 at 4:49 pm

9101 U.S. HIGHWAY 183 SUBDIVISION FINAL PLAT



BEING 6.084 ACRES OF LAND OUT OF THE JAMES PRIESTLY SURVEY NUMBER 505, TRAVIS COUNTY, TEXAS, SAME BEING THAT CERTAIN NHU T. TRAN 6.084 ACRE TRACT RECORDED IN DOCUMENT NUMBER 2013009287, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 6.084 ACRES OF LAND TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

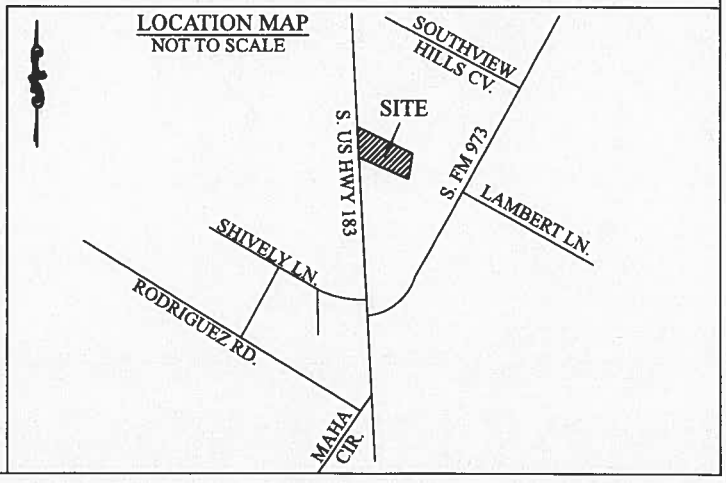
BEGINNING at an iron rod found in the easterly right-of-way line of US Highway 183, at the northwest corner of that certain UCC Properties 10.006 acre tract recorded in Document Number 2007217843, Official Public Records, said county, same being the southwest corner of said 6.084 acre tract, for the southwest corner hereof;

THENCE North 01 degrees 49 minutes 26 seconds West, along said right-of-way line and the westerly line of said 6.084 acre tract. 405.57 feet to an iron rod found in said line, at the southwest corner of that certain Joann Walenta 40.00 acre tract as set forth in Probate Court Cause Number 63004, said county, same being the northwest corner of said 6.084 acre tract, for the northwest corner hereof;

THENCE South 60 degrees 12 minutes 36 seconds East, along the southerly line of said 40.00 acre tract and the northerly line of said 6.084 acre tract, 821.21 feet to an iron rod set in said line. at an angle corner in the northerly line of said 20.00 acre tract, same being the northeast corner of said 6.084 acre tract, for the northeast corner hereof;

THENCE South 12 degrees 53 minutes 06 seconds West, along the northerly line of said 20.00 acre tract. along the easterly line of said 6.084 acre tract. 360.93 feet to an iron rod found at an angle corner in the northerly line of said 20.00 acre tract. same being the southeast corner of said 6.084 acre tract, for the southeast corner hereof;

THENCE North 60 degrees 12 minutes 49 seconds West, continuing along the northerly line of said 20.00 acre tract, along the southerly line of said 6.084 acre tract. 713.56 feet to the POINT OF BEGINNING.



ALLSTAR Land Surveying
9020 ANDERSON MILL RD
AUSTIN, TEXAS 78729
(512) 249-8149 PHONE
(512) 331-5217 FAX
WWW.ALLSTARLANDSURVEYING.COM

Created 11-13-14 at 4:49 pm

9101 U.S. HIGHWAY 183 SUBDIVISION FINAL PLAT

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS: THAT I, NHU T. TRAN, BEING THE OWNER OF THAT CERTAIN 6.084 ACRE TRACT OF LAND, OUT OF THE JAMES PRIESTLY SURVEY NUMBER 505, TRAVIS COUNTY, TEXAS, AS CONVEYED BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2013009287, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

PURSUANT TO CHAPTER 232 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS *"9101 U.S. HIGHWAY 183 SUBDIVISION FINAL PLAT"* AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS _____ DAY OF _____, 20__

_____
NHU T. TRAN
9101 US HWY 183
AUSTIN, TX 78647

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, NHU T. TRAN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20__.

_____
NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS
MY COMMISSION EXPIRES: _____

THIS PLAT IS LOCATED WITHIN THE CITY OF AUSTIN'S EXTRA-TERRITORIAL JURISDICTION; HOWEVER, IT IS EXEMPT FROM PLATTING PER C8-05-0332. THIS THE _____ DAY OF _____, 20__.

_____
GREG GUERNSEY, AICP, DIRECTOR
PLANNING AND DEVELOPMENT REVIEW DEPARTMENT

STATE OF TEXAS
COUNTY OF TRAVIS

I, EDWARD RUMSEY, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND DO HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE, THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED PORTIONS OF TITLE 30, OF THE AUSTIN CITY CODE OF 1999, AS AMENDED, AND TO THE BEST OF MY KNOWLEDGE IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF DESIGNATED FLOOD HAZARD AREAS AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY RATE MAP NO. 48453C 0435H, DATED 9-26-2008.
DATED: 06/18/2014

_____
EDWARD RUMSEY, RPLS # 5729
ALLSTAR LAND SURVEYING
9020 ANDERSON MILL RD
AUSTIN, TX 78729
512-249-8149

STATE OF TEXAS
REGISTERED
EDWARD RUMSEY
5729
LICENSED
LAND SURVEYOR

TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM:
1. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE WASTEWATER (SEPTIC) SYSTEM THAT HAS BEEN APPROVED AND LICENSED FOR OPERATION BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.

2. NO CONSTRUCTION MAY BEGIN ON ANY LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM ARE APPROVED BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.

3. DEVELOPMENT ON EACH LOT IN THIS SHALL BE IN COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE TEXAS ADMINISTRATIVE CODE CHAPTER 285 AND TRAVIS COUNTY CODE CHAPTER 48, THAT ARE IN AFFECT AT THE TIME OF CONSTRUCTION.OF THE TRAVIS COUNTY CODE THAT ARE IN EFFECT AT THE TIME OF CONSTRUCTION.

4. THESE RESTRICTIONS ARE ENFORCEABLE BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.

5. ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO ONE SINGLE FAMILY DWELLING AND APPURTENANT STRUCTURES PER ACRE.

6. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A POTABLE WATER SUPPLY FROM AN APPROVED WATER SYSTEM OR A PRIVATE WELL.

7. NO WATER WELL IN THIS SUBDIVISION MAY BE LOCATED WITHIN 150 FEET OF THE SUBDIVISION BOUNDARY WITHOUT THE CONSENT OF THE ADJOINING LAND OWNER(S).

_____ _____
STACEY SCHEFFEL D.R., PROGRAM MANAGER DATE
ON-SITE WASTEWATER, TRAVIS COUNTY TNR

NOTES:

1) WATER SERVICE SHALL BE PROVIDED BY CREEDMORE MAHA WATER SUPPLY CORP.

2) A 5' P.U.E. SHALL BE LOCATED ADJACENT TO ALL LOT LINES.

3) A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO CONSTRUCTION.

4) SANITARY SEWER SERVICE SHALL BE BY INDIVIDUAL ON-SITE PRIVATE SEWAGE FACILITIES.

5) ELECTRIC SERVICE SHALL BE PROVIDED BY BLUEBONNET ELECTRIC.

6) THE MONUMENTS OF THIS PLAT HAVE BEEN ROTATED TO THE NAD 83 / 93 HARN - TEXAS CENTRAL ZONE AND NAVD 88.

7) THIS LOT SHALL NOT BE USED FOR RESIDENTIAL PURPOSES.

8) NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE WASTEWATER (SEPTIC) SYSTEM THAT HAS BEEN APPROVED AND LICENSED FOR OPERATION BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.

9) NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A POTABLE WATER SUPPLY FROM AN APPROVED WATER SYSTEM OR A PRIVATE WELL.

COMMISSIONER'S COURT RESOLUTION:

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

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

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

STATE OF TEXAS
COUNTY OF TRAVIS

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

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE ___ DAY OF _____, 20__, A.D.

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS.

_____
DEPUTY

STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20__, A.D. AT _____O'CLOCK, ____M., DULY RECORDED ON THE ____DAY OF _____, 20__ A.D. AT _____O'CLOCK, ____ M., OF SAID COUNTY AND THE STATE IN DOCUMENT NUMBER_____ OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS _____ DAY OF _____, 20__, A.D.

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS.

_____
DEPUTY

ALLSTAR Land Surveying
9020 ANDERSON MILL RD
AUSTIN, TEXAS 78729
(512) 249-8149 PHONE
(512) 331-5217 FAX
WWW.ALLSTARLANDSURVEYING.COM

Travis County Commissioners Court Agenda Request

Meeting Date: November 18, 2014
Prepared By/Phone Number: Christy Moffett / 854-3460
Elected/Appointed Official/Dept. Head:
Sherri E. Fleming, County Executive of Travis County Health and Human Services & Veterans Service

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:
Consider and take appropriate action on items related the Program Year 2013 Consolidated Annual Performance Evaluation Report for the Community Development Block Grant provided by HUD:

A. Receive a summary of the annual performance report; and

B. Approve the draft to post for public comment.

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 the Community Development Block Grant (CDBG), a program that provides annual grants to cities and counties to develop viable urban communities by providing decent housing, a suitable living environment, and by expanding economic opportunities for low and moderate income persons. Since 2006, Travis County has received CDBG funds from HUD on an annual basis. As a CDBG urban entitlement, Travis County must compile and publish a report detailing the use of CDBG funds and associated progress and accomplishments for every program year. HUD calls this annual report the Consolidated Annual Performance and Evaluation Report (CAPER).

The CAPER describes the County's CDBG housing and community development activities as well as the County's overall housing and community development efforts. This year's CAPER corresponds to

activities conducted during the 2013 program year spanning October 1, 2013 to September 30, 2014.

Please see the attached draft of the CAPER and a PowerPoint presentation for a summary of the 2013 program year. This summary will also be posted on the website for those who want a snapshot of the Program's performance.

On October 28, 2014 the Travis County Commissioners Court approved a 15-day public comment period spanning from November 24, 2014, through December 8, 2014, as well as a public hearing on December 2, 2014. Notice of the comment period and public hearing was provided in newspapers of general circulation, through postal and electronic mailings, on the County's website, Facebook, Twitter and the seven Travis County Community Centers.

Final approval of the CAPER by the Travis County Commissioners Court is anticipated to occur on December 16, 2014. The CAPER is due to HUD no later than December 30, 2014.

STAFF RECOMMENDATIONS:
Staff recommends approval of the attached draft of the PY 2013 CAPER for public comment.

ISSUES AND OPPORTUNITIES:
When HUD awards CDBG funds to cities and counties, there is a mandate for CDBG entitlements to address the County's housing, economic and community development needs of the low to- moderate income population. Given that often times the CDBG resources provided are limited, entitlements are expected to work in collaboration with other local funds to tackle the multiple community needs and ensure CDBG funds fall within the jurisdiction's broader efforts. This is the reason why the CAPER documents both CDBG projects as well as the County's efforts as a whole in the relevant areas.

During PY13, spending occurred in seven different projects benefitting 7,084 people. Of the funds available to the activities, $1,800,314 was spent, per HUD's data management system called IDIS and approximately $965,244 was leveraged.

The reports in Appendix B, Attachment A of the CAPER will include data from HUD's database. Due to the length of these reports, they will only be included in the final CAPER.

In addition, the County's fiscal year recently closed without sufficient time for staff to make all of the appropriate references in the report; therefore, all missing General Fund references will be updated in the final report.

FISCAL IMPACT AND SOURCE OF FUNDING:
No budget impacts are anticipated by this item.

REQUIRED AUTHORIZATIONS:
None.

Created 11-13-14 at 4:49 pm

TRAVIS COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

PY 2013 CDBG Annual Report – Overview of Performance
Travis County Commissioners Court
November 18, 2014



Created 11-13-14 at 4:49 pm

Project Status Update



PY 2013 PROJECTS

OVERVIEW

- During PY13, one new project was launched and completed, and six projects were renewed or continued from previous years.

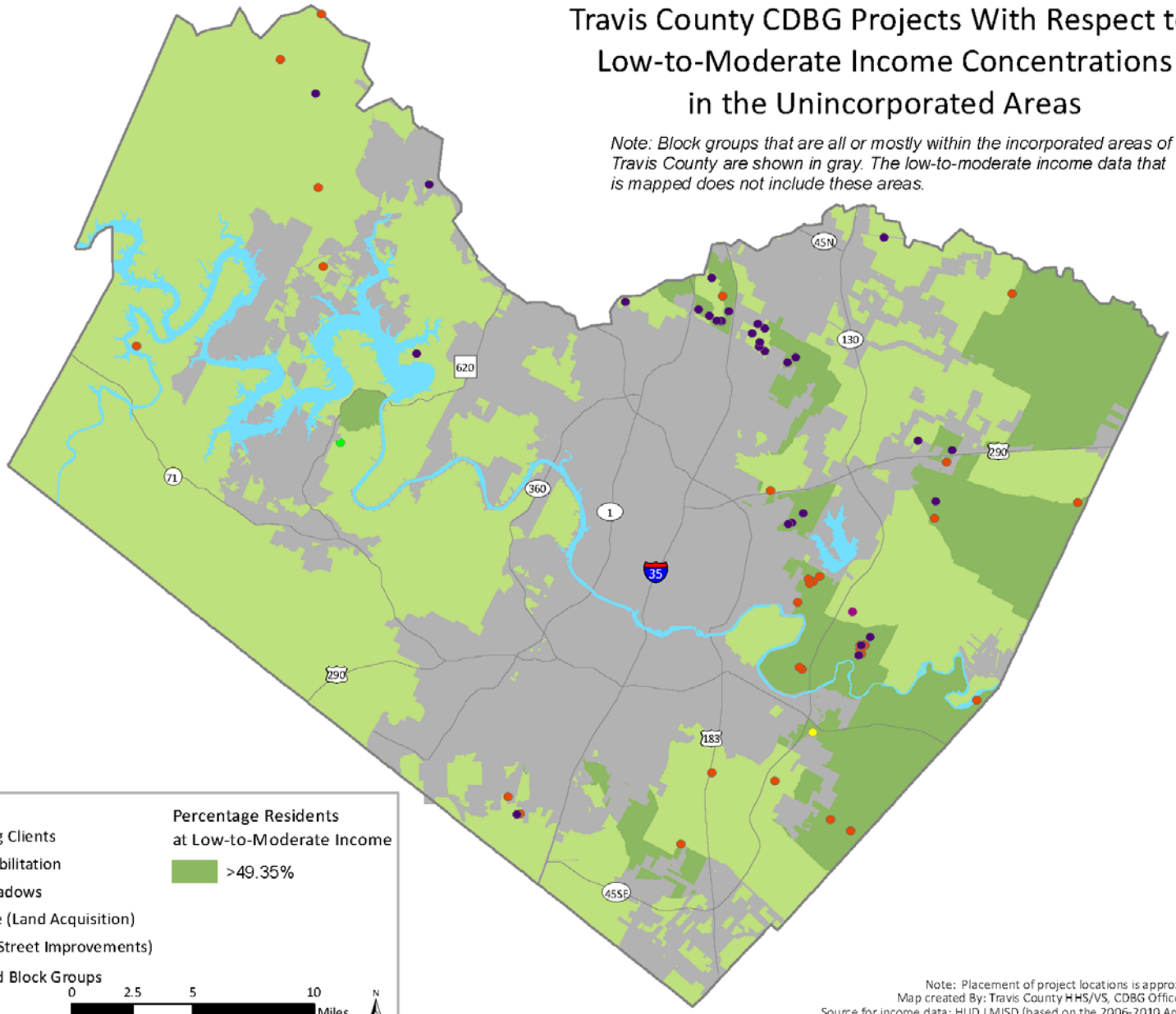
- Of the funds available, $1,800,314 was spent.

- 7,084 people benefitted from CDBG funded projects.

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Travis County CDBG Projects With Respect to Low-to-Moderate Income Concentrations in the Unincorporated Areas

Note: Block groups that are all or mostly within the incorporated areas of Travis County are shown in gray. The low-to-moderate income data that is mapped does not include these areas.



Legend

PY13 Projects
- Fair Housing Clients
- Home Rehabilitation
- Barkley Meadows
- Gilbert Lane (Land Acquisition)
- Lake Oaks (Street Improvements)

Incorporated Block Groups

Water

Percentage Residents at Low-to-Moderate Income

>49.35%

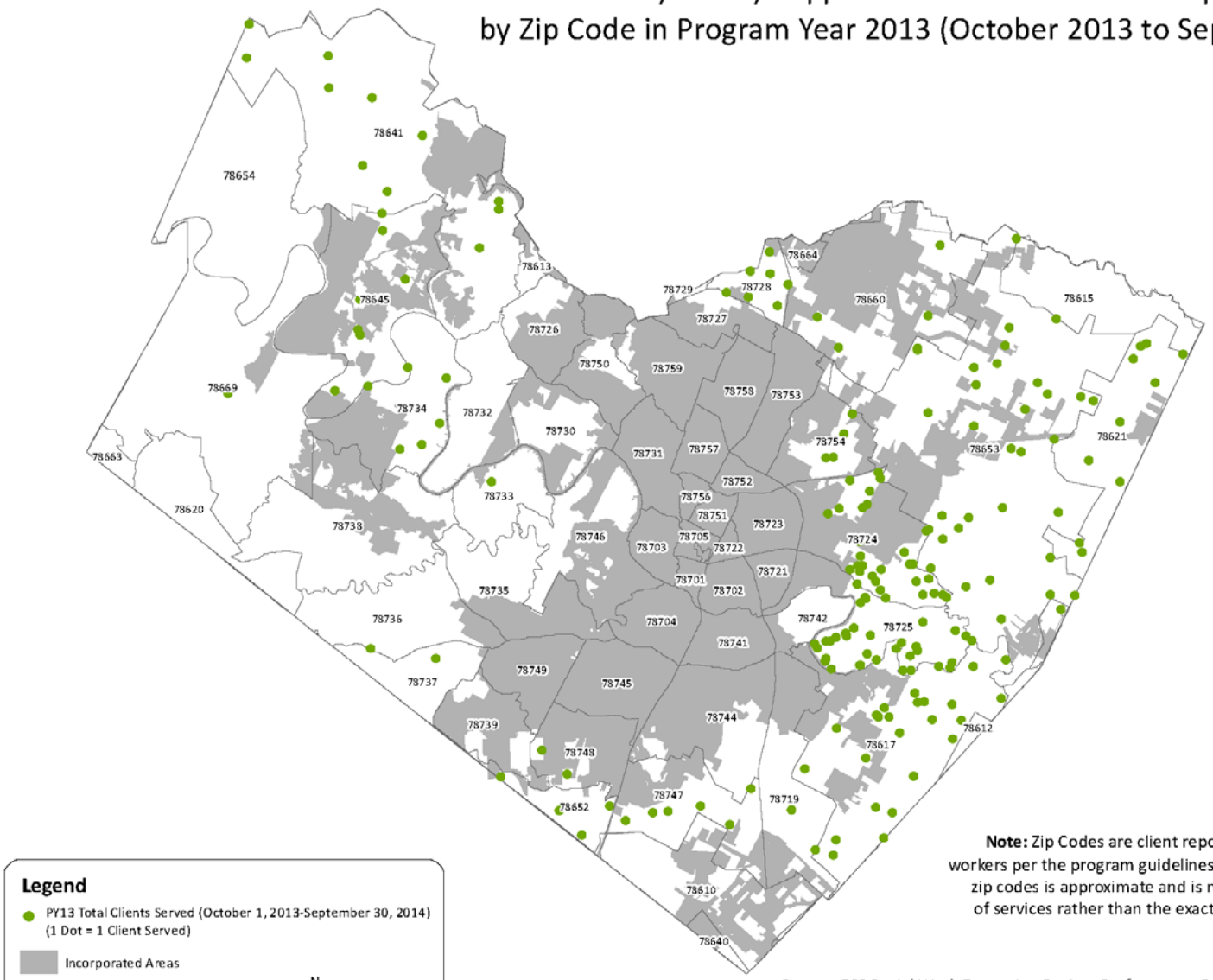
0 2.5 5 10 Miles

N

Note: Placement of project locations is approximate.
Map created By: Travis County HHS/VS, CDBG Office, 2014
Source for income data: HUD LMISD (based on the 2006-2010 American Community Survey data) effective July 1, 2014

Created 11-13-14 at 4:49 pm

Clients Served by Family Support Services Social Work Expansion Project by Zip Code in Program Year 2013 (October 2013 to September 2014)



Legend

- PY13 Total Clients Served (October 1, 2013-September 30, 2014) (1 Dot = 1 Client Served)
- Incorporated Areas

0 2.5 5 10 Miles

N

Note: Zip Codes are client reported and verified by social workers per the program guidelines. Placement of dots within zip codes is approximate and is meant to represent density of services rather than the exact location of clients served.

Source: FSS Social Work Expansion Project Performance Reports (PY13 Quarters 1-4)

Created By: Elena Rivera/CDBG Planner, Travis County Health and Human Services and Veterans Service, CDBG Office, October 2014

Created 11-13-14 at 4:49 pm

PY 2013 ACCOMPLISHMENTS: Land Acquisition

PROJECT STATUS

- In 2010, Austin Habitat for Humanity used over a million dollars in CDBG funds to purchase 31 lots on the Gilbert Lane parcel.
- Significant construction activity occurred during PY13. Fifteen houses were completed, and closings occurred on six houses of these houses and are currently occupied.
- The remaining houses will be completed by 2015.

To apply for a Habitat House,
contact Austin Habitat for Humanity, Inc.
at (512) 472-8788.





Created 11-13-14 at 4:49 pm

PY 2013 ACCOMPLISHMENTS: Land Acquisition

PY 2006 CLOSE OUT

The investment of $250,000 resulted in:

- Creation of 8 new affordable single family homes;
- Creation of affordability for a minimum of 10 years;
- Units built to visitability standards and COA energy efficiency standards and included fire suppression systems;
- Provision of homes to 6 low-income and 2 moderate income families;
- Provision of homes to 2 families previously living in subsidized housing;
- Leveraged $1,090,057; and
- Ratio of $1 CDBG: $4.4 Private Funding





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PY 2013 ACCOMPLISHMENTS: Lake Oak Estates

PROJECT STATUS

- A Request-for-Qualifications (RFQ) process took place in PY11 and an Architectural and Engineering firm was selected to administer the design phase of the program.
- In July of 2011, a Notice to Proceed was issued to the chosen firm.
- During PY12, the Design Phase and the environmental assessment were completed.
- During PY13, the environmental clearance was received.
- The project was delayed due to an acquisition issue which has been resolved and the project is scheduled for completion in PY14.





A total of $425,000 was budgeted in PY13 with an additional $345,333 available from prior years. $28,029 was expended in PY13 and $126,265 spent to date.

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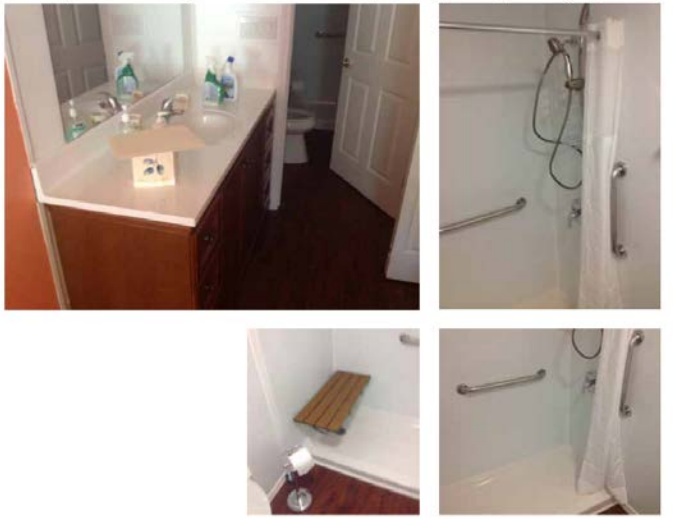
PY 2013 ACCOMPLISHMENTS: Home Rehabilitation

PROJECT STATUS

- The project was launched and repairs to seven (7) homes were completed in PY12.
- By the close of PY13, home repairs had been completed on 35 homes.
- Of the 35 home rehabilitated during the PY13:
  - 20 units received ADA accessibility modifications
  - 35 units received repairs to address health and safety concerns
  - 32 units received repairs to address major system failures
  - 30 units received repairs to address energy efficiency

After rehabilitation

Walk-in (ADA accessible) shower, and new sink, cabinet, flooring, and light fixtures



A total of $134,428 was budgeted in PY13 with an additional $1,258,160 available from prior years and project savings. $990,746 was expended in PY13 and $1,136,890 spent total to date.

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PY 2013 ACCOMPLISHMENTS: Social Service Expansion

PROJECT STATUS

- Outreach to a total of 153 agencies, school districts, churches, and neighborhood associations to inform community members about the social work services available.
- 191 people benefitted from services including case management, referrals, non-clinical counseling, and crisis intervention.
- One client received assistance through the Youth and Family Assessment Center program.
- 39 clients were assisted with State or County funded rent or utility assistance programs.
- The project resulted in $22,201 dollars of leveraged funds.

In PY13, a total of $75,000 was budgeted and $75,000 was expended.

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PY 2013 ACCOMPLISHMENTS: Fair Housing Counseling

PROJECT STATUS

- Outreach was made to 30 community contacts;
- An additional seven (7) contacts were reached through advertising;
- Twenty-nine (29) clients received landlord/tenant counseling; and
- One (1) client received fair housing counseling.



In PY13, a total of $50,000 was budgeted in PY13 and $21,556 was expended.

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PY 2013 ACCOMPLISHMENTS: Barkley Meadows Park Repair

PROJECT STATUS

- On October 31, 2013, a flood event caused damage to homes, streets, water quality structures, and parks within Travis County.
- On November 4, 2013, the County Judge provided a flood disaster declaration. On Friday, December 12, 2013, Governor Rick Perry issued a State Disaster Proclamation for Travis and surrounding counties. On December 20, 2013, a Presidential Major Disaster Declaration was approved.
- On February 4, 2014 TCCC approved an amendment to the CDBG PY13 Action Plan to reallocated funds and add a project that would provide assistance for repairs caused by flood damage to the Barkley Meadows Park.
- The work was performed by Smith Contractors and was completed in July 2014.

In PY13, a total of $547,102 was budgeted and $533,881 was expended.

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PY 2013 ACCOMPLISHMENTS: Planning & Administration

PROJECT STATUS: GENERAL ADMINISTRATION

- Staff provided significant amounts of technical assistance and training to contractors, internal departments, and subrecipients.
- The public comment draft of the Analysis of Impediments (AI) was approved by the Travis County Commissioners Court (TCCC) and was posted for public review.
- A substantial amendment was passed to reallocate funds and add the Barkley Meadows Park project to the PY13 Action Plan in order to respond to damage caused by flooding.
- The PY12 CAPER, PY14-PY18 Consolidated Plan, and PY14 Action Plan were completed on time.
- The Travis County CDBG program met its timeliness test in August 2014.
- Staff assisted the Research and Planning Department of HHS/VS in drafting *Travis County Snapshot from the American Community Survey* and an annual *Community Impact Report*.

In PY13, a total of $171,106 was budgeted and $147,226 was expended.

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PY 2013 ACCOMPLISHMENTS: Fair Housing

OF THE 11 IMPEDIMENTS TO FAIR HOUSING CHOICE, 5 WERE ADDRESSED

- Isolation of Low Income Rural Communities
  - Social Work Project and $1 million Geographically Targeted Request for Services
- Poor Condition of Housing Stock in Unincorporated Areas
  - Home Rehabilitation and Weatherization Programs
- Persistence of Housing Discrimination
  - Fair Housing Counseling Project
- Need for Improved Connections between Residents and Employment Opportunity
  - General fund investments in vans from outlying areas to employment centers
- Increasingly Prohibitive Housing Costs
  - TCHFC Tenant Based Rental Assistance and tax exempt bond programs

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CAPER SUBMISSION TIMELINE:

PUBLIC COMMENT PERIOD:

- Comments will be accepted beginning at 8:00 am on November 24, 2014 and ending at 5:00 pm on December 8, 2014. A public hearing will be held at 9:00 am on December 2, 2014 at Commissioners Court.

TO ACCESS THE DRAFT ANNUAL REPORT (beginning November 24, 2014):

- Visit www.traviscountytx.gov/cdbg
- Visit any of the seven Travis County Community Centers
- Or call 512-854-3460 to request a copy

TO SUBMIT WRITTEN COMMENTS:

- Mail comments to CDBG Program, Travis County HHSVS, P.O. Box 1748, Austin, TX 78767
- Email comments to cdbg@traviscountytx.gov

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PY 2013

TRAVIS COUNTY CDBG

PY13 CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT

10.1.2013 TO 9.30.2014

PUBLIC COMMENT DRAFT

Created 11-13-14 at 4:49 pm

TRAVIS COUNTY, TX CDBG ANNUAL REPORT

Prepared by:
Travis County Health and Human Services & Veterans Service
CDBG Office

Special thanks to the following people for providing information to assist staff in the completion of this report.

County Executive
Sherri E. Fleming

CDBG Office
Christy Copeland Moffett
Martha Brown
Elena Rivera

Travis County Auditor's Office
Janice Cohoon

Travis County Transportation and Natural Resources
Lee Turner

Austin Habitat for Humanity
Jacqueline Naud

Austin Tenants' Council
Kathy Stark

Health and Humans Services & Veterans Service Staff
Lisa Glass
Laura Sovine

Meals on Wheels and More, Inc.
Cindy Spackman

Travis County Housing Services
Rick Lucas

Travis County Housing Finance Corporation
Andrea Shields
Karen Thigpen

Questions or Comments?

For questions or for more information, please contact the CDBG Office at cdbg@traviscountytx.gov

TRAVIS COUNTY, TX
COMMISSIONERS COURT

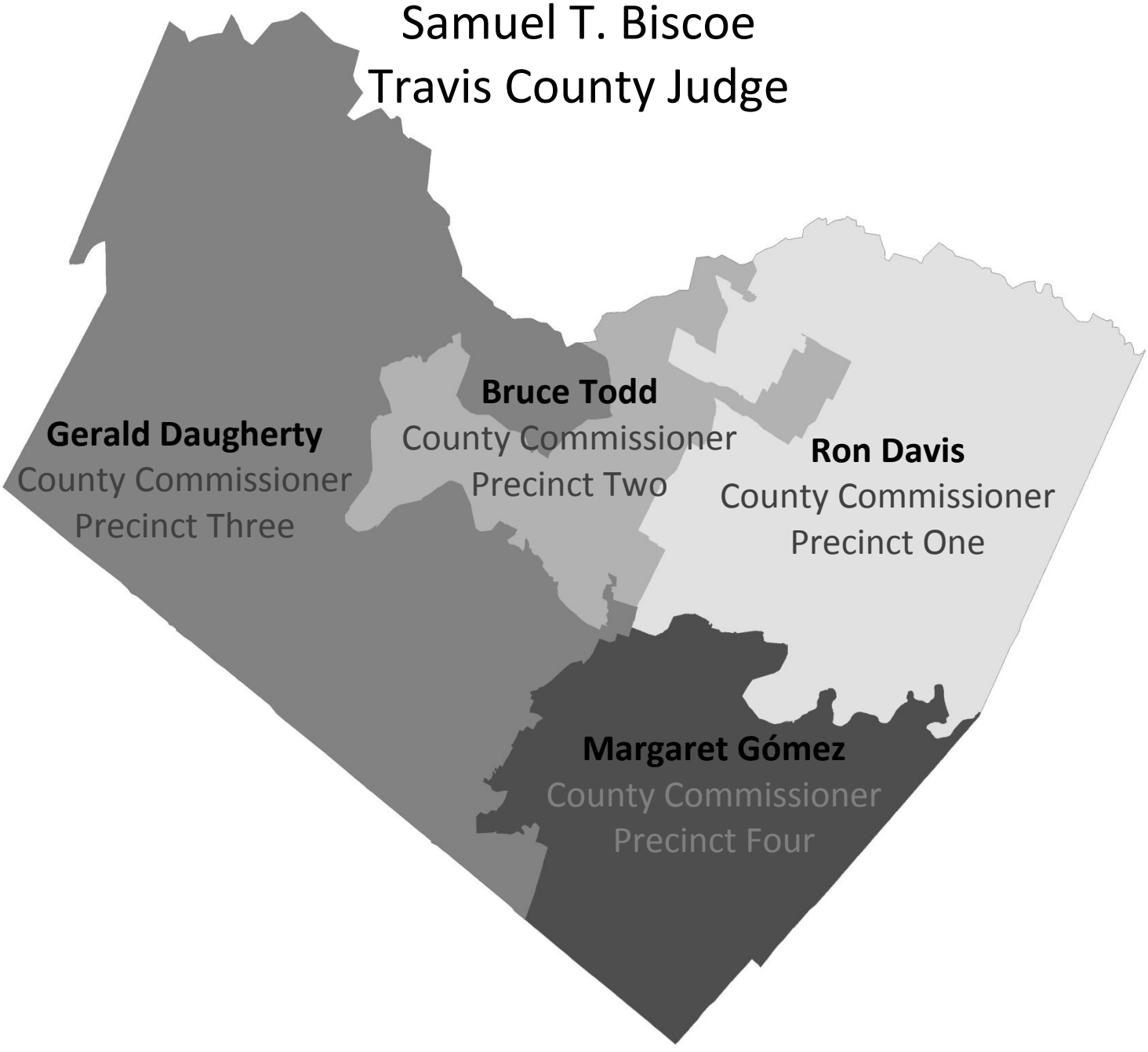


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ACRONYMS

Throughout this report, the reader will note the following acronyms:

ADA	**Americans with Disabilities Act**
AI	**Analysis of Impediments to Fair Housing Choice**
AP	**Action Plan**
CAPER	**Consolidated Annual Performance Evaluation Report**
CDBG	**Community Development Block Grant**
CFR	**Code of Federal Regulation**
Con-Plan	**Consolidated Plan (governs CDBG Programs)**
CPD	**Community Planning and Development (part of HUD)**
CPP	**Citizen Participation Plan**
EA	**Environmental Assessment**
ESG	**Emergency Shelter Grant**
FHA	**Federal Housing Administration (part of HUD)**
FSS	**Family Support Services (a Travis County Social Service Program)**
FTEs	**Full Time Equivalents**
HACT	**Housing Authority of Travis County**
HHS/VS	**Travis County Department of Health and Human Service & Veteran Services**
HOME	**HOME Investment Partnership Program (HUD's Program)**
HOPWA	**Housing Opportunities for Persons with AIDS (HUD's Program)**
the	**Accounting Software used by Travis County**
HUD	**United States Department of Housing and Urban Development**
IDIS	**Integrated Disbursement Information System (HUD's Financial Management System))**
LMA	**Low Mod Area of Benefit**
LMC	**Low Mod Clientele**
LMH	**Low Mod Housing**
LMI	**Low- and Moderate-Income (80% or below median household income)**
LMJ	**Low Mod Jobs**
MFI	**Median Family Income**
OMB	**Office of Management and Budget**
PY	**Program Year**
PY13	**Program Year 2013**
RFP	**Request for Proposals**
RFQ	**Request for Qualifications**
RFS	**Request for Services**
TC	**Travis County**
TCHFC	**Travis County Housing Finance Corporation**
TxDOT	**Texas Department of Transportation**
TNR	**Travis County Department of Transportation and Natural Resources**
URA	**Uniform Relocation Act**

INTRODUCTION

The Community Development Block Grant (CDBG) initiative is a federal grant program administered by the U.S. Department of Housing and Urban Development (HUD). The program provides annual grants to cities and counties to carry out a variety of community development activities aimed at revitalizing neighborhoods, improving affordable housing options, and providing improved community facilities and services.

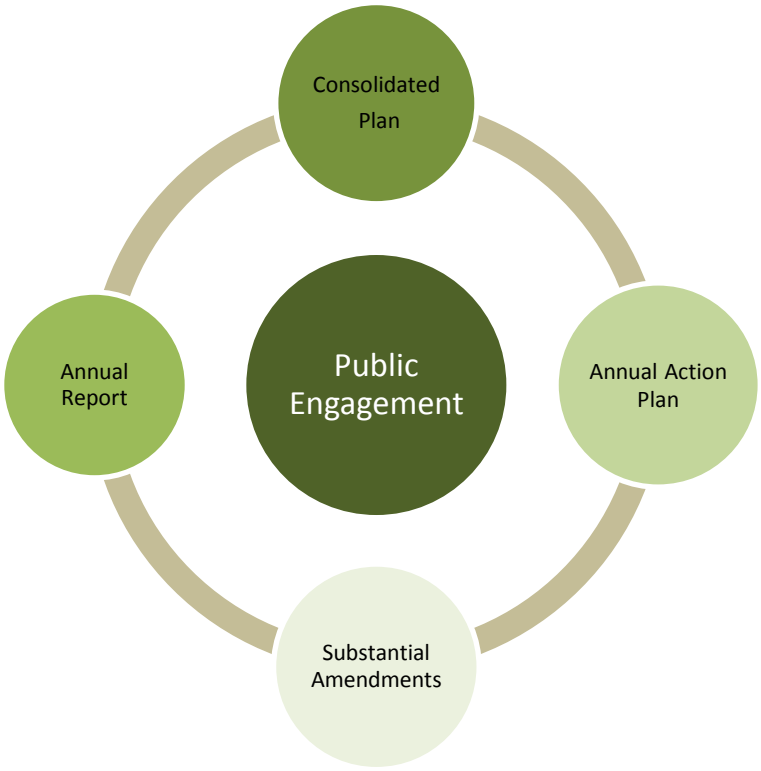
Based on its population in 2006, Travis County qualified as an urban county, a federal designation which afforded the County the opportunity to apply for CDBG funds. That year, Travis County applied for and received CDBG funds for the first time and has continued to receive funding each year through the present. The County's annual allocation is based on a HUD-designed formula that takes into account the county's population size, poverty rate, housing overcrowding, and age of housing.
Usage of CDBG funds must meet a variety of parameters set nationally by HUD and locally by the County. Federal regulation requires that a minimum of 70% of the CDBG funds focus on projects for low- to moderate-income residents. Additionally, Travis County's allocation specifically targets residents living in the unincorporated areas of the county and, to be eligible, the activities must meet one of the following HUD national objectives:

- Benefit low- and moderate-income persons;
- Aid in the prevention or elimination of slums and blight; or
- Address other community development needs that present a serious and immediate threat to the health and welfare of the community.

The administration of the CDBG program follows a cycle that includes the drafting of a Consolidated Plan (ConPlan), an Action Plan (AP), and a Consolidated Annual Evaluation and Performance Report (CAPER). During Program Year 2013 (PY13), the program was operating under the PY11-PY13 Consolidated Plan (ConPlan) which identifies the County's community and housing needs and outlines the strategies to address those needs over a three-year period from October 1, 2011 through September 30, 2014. The PY13 Action Plan defines the specific activities to be undertaken during the program year to address the priorities established in the ConPlan. A CAPER is prepared annually to assess the prior year's accomplishments.

The following figure is a simplified visual representation of the CDBG cycle. As shown, citizen participation has a central role in setting the priorities to be addressed and defining projects to tackle identified needs.

Figure 1: CDBG Cycle



The Travis County Health and Humans Services & Veterans Service Department (HHS/VS) is the lead agency designated by the County for the grant administration of the CDBG program and the single point of contact with HUD.

EXECUTIVE SUMMARY

As a CDBG urban entitlement, Travis County must compile and publish a report detailing the use of CDBG funds and associated progress and accomplishments for every program year. HUD calls this annual report the Consolidated Annual Performance and Evaluation Report (CAPER). Specifically, the CAPER describes the County's CDBG housing and community development activities as well the County's overall housing and community development efforts.

The CAPER is written to provide HUD with required CDBG information and provide the public an update of the progress made in this initiative. As a result of serving two audiences, the report follows the federal reporting requirements, while also presenting information in a format meant to be easily understood by County departments, service providers, and residents. The report includes specific outcome performance measures as delineated by HUD's 2005 Community Planning and Development Outcome Performance Measurement System.

Summary of Resources and Distribution of Funds

The PY13 Action Plan detailed the proposed use of program funds from October 1, 2013 through September 30, 2014. Funds allocated for PY13 were used along with remaining funds from prior years. The following table details the use of funds for PY13 by project, and includes information on beneficiaries and project status.

Figure 2: Progress of CDBG Projects as of September 30, 2014

Activities	Expected Benefit/ Served in PY13	Budgeted PY13 Funds	Prior Year funds available for PY13**	Amount Spent in Prior Years	Amount Spent in PY13	Status
Production of New Owner Housing Units Via land acquisition and infrastructure development	31/6 Housing Units	$0	$4	$1,062,544.90	$0	**Continuing:** Property acquired October 2010 & July 2011. Eight (8) houses are currently complete and occupied. Remaining houses are scheduled to be completed in 2014 and 2015. PY 2006 project is closed out in PY13 with 8 units complete.
Homebuyer Assistance	N/A	$0	$0	$39,599	$3,876	**Complete.** One down payment assistance loan and one shared appreciation gap financing loan were closed in PY12. The County did not renew the contract for the program when it expired on September 30, 2013. Final

						invoices were paid, balance of funds were reprogrammed n PY13, and project was closed out in PY13.
Homeowner Rehabilitation Minor home repair up to $24,999	16*/35 Housing Units	$134,428*	$1,258,160	$146,144	$990,746	**Continuing:** Project was launched in 2012, and repairs were completed on seven (7) houses during that program year. During PY13 repairs were completed on 35 houses.
Street Improvements: Lake Oak Estates	126/0	$425,000	$345,333	$126,265	$28,029	**Continuing:** Phased project. During PY12, design and the environmental study were completed. During PY13, the environmental clearance was received. Project was delayed due to an acquisition issue, which has been resolved and project is scheduled for completion in PY14.
Public Services: Family Support Services (FFS) Social Work Services Expansion –Travis County HHS/VS Program	400/191	$75,000	$0	$0	$75,000	**Completed 9/30/14**
Public Services: Fair Housing Counseling	67/30	$50,000	$0	$0	$21,556	**Completed 9/30/14**
Administration & Planning: CDBG	N/A	$171,106*	$0	$0	$147,226	**Completed 9/30/14**
Barkley Meadows^	6,763/6,763	$0	$547,102	$0	$533,881	**Completed July 2014**
	Total	**$855,534**	**$2,150,599**	**$1,374,553**	**$1,800,314**	

* This amount was adjusted as part of the Substantial Amendment to the PY13 Action Plan.

**Includes Substantial Amendment funds.

^ This project was added as part of the Substantial Amendment to the PY13 Action Plan.

Summary of Major Administrative and Planning Activities

Substantial Amendment to the PY11-13 Consolidated Plan and PY09-PY13 Action Plans

According to Travis County's Citizen Participation Plan as required by HUD rules, a substantial amendment is necessary if any of the changes represent:

- A change in the location or beneficiaries of a project proposed under the Consolidated Plan or Action Plan;
- A change in the scope of the project by more than 25%; or
- A change in the funding of a new project that was not originally subject.

Over the course of several years, project cost savings totaling $862,673.99 were accrued and those funds needed to be reallocated for another purpose. The large amount of project savings was primarily due to the homebuyer assistance project that did not perform as projected during PY12. Furthermore, HUD reduced the PY13 Action Plan funding by 5% based on timeliness issues. Due to these changes, Travis County amended its PY11-13 Consolidated Plan and its PY09-13 Action Plans to reallocate funds resulting from project savings and reflect the 5% reduction in PY13 funds. Performance goals were also amended to align with funding changes.

In addition to the reallocation of funds, the Substantial Amendment added the Barkley Meadows Park project to the PY13 Action Plan. On October 31, 2013, a flood event caused damage to homes, streets, water quality structures, and parks within Travis County. On November 4, 2013, the County Judge provided a flood disaster declaration. On Friday, December 12, 2013, Governor Rick Perry issued a State Disaster Proclamation for Travis and surrounding counties. On December 20, 2013, a Presidential Major Disaster Declaration was approved. This project provided assistance to restore Barkley Meadows Park to its condition prior to the October 31, 2013 flood.

PY14-PY18 Consolidated Plan and PY14 Action Plan

During PY13, CDBG staff prepared the next Consolidated Plan and Action Plan. Consolidated Plans are completed every three, five, or six years (based on the County's interest) and include data on community needs and strategic goals. PY13 is the third and final year of a Consolidated Plan spanning program years 2011-2013. The next Consolidated Plan will span 5 years, taking effect on October 1, 2014 and ending September 30, 2018.

The PY14-PY18 Consolidated Plan was the first cycle for Travis County to use an automated tool required by HUD, called the eCon Planning Suite. Staff created the plan using the tool and a variety of information sources and data, including United States Census Bureau data, special cross-tabulations of Census data prepared for HUD, public input from online surveys, public hearings and community meetings, and reports prepared by Travis County divisions and departments, and by other local public and non-profit agencies.

The annual Action Plan specifies the activities to be undertaken with CDBG funds in the upcoming program year. Project ideas are solicited from the public, service providers, and Travis County departments. Travis County's CDBG allocation for Program Year 2014 is $997,649. A minimum of 65% of the allocation must be spent on Housing and Community Development projects. Funds for Administration and Planning projects are capped at 20% and Public Services at fifteen percent. The PY14 Action Plan was drafted in conjunction with the Consolidated Plan.

On June 10, 2014, the Travis County Commissioners Court approved all proposed projects for PY14 funding. On June 24, 2014, the Travis County Commissioner's Court approved the draft PY14 Action Plan for public review. After a public comment period, the plan was approved by TCCC on August 5, 2014 and submitted to HUD on August 14, 2014.

Summary of Timeliness and Past Performance

As part of the mandate from Congress, HUD is required to determine whether Community Development Block Grant (CDBG) grantees carry out their program in a timely manner. A grantee is considered to be timely if 60 days prior to the end of the grantee's program year, the balance in its line-of-credit does not exceed 1.5 times the annual grant. If the grantee exceeds the amount allowed at that 60-day mark, they are considered to be non-compliant. For Travis County, the timeliness test occurs every August. If the grantee fails to meet the timeliness requirements for two consecutive years, HUD can reduce the grant amount available for the next program year by the exact amount of the credit balance in excess of 1.5 times the annual grant.

At the end of PY12, the CDBG program was not timely for the second consecutive year. HUD held an informal consultation with County Staff on September 9, 2013 to discuss the timeliness status. On November 8, 2013, the County received notice from HUD that the PY13 CDBG grant would be reduced by $54,391 due to slow spending of funds.

Throughout PY13, CDBG staff worked in conjunction with subrecipients and other Travis County departments to ensure that projects met all deadlines and funds were spent in a timely fashion. In August 2014, the Travis County met its timeliness test of 1.5.

Summary of Public Engagement

Travis County implements a citizen participation process based upon 24 CFR Part 91.105 and the Citizen Participation Plan (CPP) approved by Travis County Commissioners Court on April 11, 2006 and amended on July 20, 2010. The approved CPP identifies the strategies and structure to fully engage the community. A brief summary of public engagement activities follows. For a full description of all activities undertaken during PY13, please refer to the "Public Engagement" section of this report.

Substantial Amendment to the PY11-13 Consolidated Plan and PY09-PY13 Action Plans

A public comment period for the substantial amendment was advertised during December 2013 and held from January 3, 2014 to February 3, 2014. Additionally, a public hearing was held at Travis County Commissioners Court on January 14, 2014. The public had the opportunity to submit comments in writing via email or postal mail, or verbally at the public hearing. The draft Substantial Amendment was posted on the Travis County CDBG website (www.co.travis.tx.us/CDBG), and copies of the full document were available for review at the seven Travis County Community Centers.

PY14-PY18 Consolidated Plan and PY14 Action Plan

The public had a variety of opportunities to participate in the drafting of the Consolidated Plan. During the month of February 2014, the County held six public hearings specifically to solicit input for the use of CDBG funds. In addition, during the month of July, Travis County held two public hearings and a 30-day public comment period to solicit final comment on the proposed uses of CDBG funds.

Additionally, the public and service providers could complete a needs assessment survey. To assist in determining the spending priorities for Program Years 2014 – 2018, residents and service providers were asked to rank six categories on a scale of 1 to 6, with 1 being the most important issue area to address and 6 being the least important. Residents and providers were also asked to rank specific activities within each category, with 1 being the most important need to address. To assist in determining the spending priorities for PY14, residents and service providers were asked to rank three of the six categories as “most urgent” “urgent” and “important” needs for the PY14 period.

Project Proposals were solicited from residents, nonprofits, and Travis County departments to identify potential projects for PY14 and help determine community needs for the PY14-18 Consolidated Plan.

Finally, a forum for service providers was held to help identify needs and gaps in service in the unincorporated areas, and opportunities for coordination over the Consolidated Planning period.

After presentation to the Commissioners Court, the draft of the Consolidated Plan was posted for public comment for 30 days and included one public hearing.

PY13 CAPER

During the week of November 3, 2014, Travis County published a Public Notice announcing the availability of the PY13 CAPER, the public comment period, and the public hearing at Travis County Commissioners Court. Travis County HHS/VS drafted the CAPER and presented it to the Travis County Commissioners Court on November 18, 2014. After presentation to Travis County Commissioners Court, the CAPER will be posted for public review and written comments prior to final approval by the Travis County Commissioners Court. The comment period will be held from November 24, 2014 to December 8, 2014. Additionally, a public hearing will be held at Travis County Commissioners Court on December 2, 2014.

GENERAL QUESTIONS

STATUS OF PROJECTS

PROJECT 1: OWNER HOUSING – PRODUCTION OF NEW UNITS

Activity: Land Acquisition

IDIS Activity Numbers: 7 for PY06, 10 for PY07, 26 for PY08, and 33 for PY10

Project Description

Parcels on one large tract of land in unincorporated Travis County were acquired to build affordable single-family housing of which 17 units will be dedicated to low-income families (25-50% Median Family Income (MFI)) and 14 units to moderate-income families (up to 80% MFI). Financing for the lots is available to homeowners as a 10-year forgivable loan. Single-family housing is defined as a one- to four-family residence. Public hearings were held to inform the public of the location(s) prior to the purchase of the land.





Austin Habitat for Humanity, a local nonprofit, secures funding for the construction of homes on the acquired property. A total of 31 units of affordable housing are to be created. The number of individuals impacted varies depending upon the families selected for the housing units.

Project Status and Progress-to-Date

- Parcels of land were acquired in October 2010 and July 2011.
- Two houses were completed during PY11 and are currently occupied.
- Significant construction activity occurred during PY13. Fifteen houses were completed, and closings occurred on six houses of these houses and are currently occupied.
- With the closing of six houses in PY13, the PY2006 project was closed. The statistics for PY2006 include an investment of $250,000, which
    - created 8 new, affordable, single family homes,
    - created affordability for a minimum of 10 years in a desirable development area,
    - built all units were to visitability standards, City of Austin energy efficiency standards and included fire suppression systems,
    - provided homes to 6 low income families and 2 moderate income families,
    - provided homes to 2 household previously living in subsidized housing, and
    - leveraged $1,090,057 for a ratio of $1 CDBG:$4.4 Private Funding.

Activity	ConPlan Priority	Funds Sources	CDBG Funding	Leveraged Funding	CDBG funds Expended during PY13	Total CDBG funds Expended	Amended Goal/ Actual
Owner Housing	High	CDBG Private	Prior Years: $1,062,548.90	$807,715	$0	$1,062,544.90	31/8 Housing Units

Performance Measure

Affordability for the purpose of creating decent housing.

PROJECT 2: HOMEOWNER REHABILITATION

Activity: Home Repair

IDIS Activity Numbers: 39 and 43 for PY06-12, 47 and 48 for PY13

Project Description

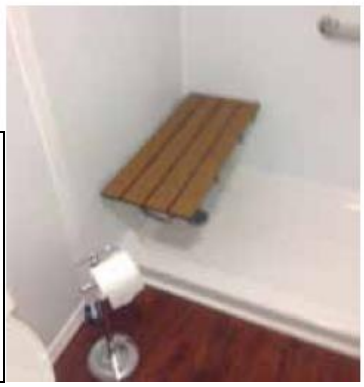
This project funds minor home repair services for low- and moderate-income homeowners in the unincorporated areas of Travis County and the Village of Webberville, to move homes towards Housing Quality Standards. The program seeks to improve the energy efficiency, physical living conditions, and safety in owner-occupied homes.


Before rehabilitation




After rehabilitation

Repairs shown include replacement of bathtup with walk-in (ADA accessible) shower, and replacement of sink, cabinet, flooring, and light fixtures.





A 0% interest, 5-year, forgivable loan of 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, but are not limited to: 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 existing Home Rehabilitation project.

These funds are targeted toward homeowners at or below 80% MFI in the CDBG service area. This project is administered by Meals on Wheels and More, Inc. Some of the allocation partially funds a CDBG Planner position to complete environmental paperwork, final inspections and sign off, and any other needed project delivery related costs.

Project Status and Progress-to-Date

- The project was launched and repairs to seven (7) homes were completed in PY12.
- During Program Year 2013 (PY13):
  - Site Specific Determinations are ongoing and by the close of PY13, home repairs had been completed on 35 homes
- Of the 35 home rehabilitated during the PY13 reporting period:
  - 20 units received modifications for ADA accessibility
  - 35 units received repairs to address health and safety concerns
  - 32 units received repairs to address major system failures
  - 30 units received repairs to address energy efficiency

Activity	ConPlan Priority	Funds Sources	CDBG Funding	Leveraged Funding	CDBG funds Expended during PY13	Total CDBG funds Expended	Amended Goal/ Actual
Home Rehabilitation	High	CDBG	Prior Years: $1,088,732 PY09-PY12 Project Savings: $315,572 PY13: 134,428*	$35,328	$990,746	$1,136,890	16/35 Housing Units

*As noted in the December 2013 Substantial Amendment, fund reductions of $43,512 were offset by $315,572 in reallocated funds from prior year project savings.

Performance Measure

Improving the quality of owner-occupied housing.

PROJECT 3: LAKE OAK ESTATES

Activity: Street Improvements

IDIS Activity Numbers: 35 for PY11, 38 for PY12, 50 for PY13

Project Description

The Lake Oak Estates Neighborhood completed a primary survey in March 2011 and was identified as a low- to moderate- income area. The roads in the unincorporated areas of Lake Oak Estates do not meet Travis County standards; therefore, the substandard roads cannot be accepted into the Travis County road maintenance program.



Facing Northwest on Holly Lane



Facing Southeast on Bowling Lane

The street improvement scope of work may include, but is not limited to: 1) design services, 2) land surveying services, 3) geo-technical services, 4) drainage design services, 5) utility location and relocation coordination services, 6) environmental review and related regulatory permits, 7) acquisition of right-of-way and easements, and 8) construction.

The project is taking place in three phases and includes improvements to sections of Cavalier Canyon Drive, Bowling Lane, Covenant Canyon Trail, Holly Lane, and related cross streets. The first phase, funded with PY11 grant funds, included: 1) design services, 2) land surveying services, 3) geo-technical services, 4) drainage design services, 5) utility location and relocation coordination services, 6) environmental review and related regulatory permits, and 7) project management time. The improvements impact 126 people, of which, 85.7% are considered low-to-moderate income based on the primary survey.

Project Status and Progress to Date

- A Request-for-Qualifications (RFQ) process took place in PY11 and an Architectural and Engineering firm was selected to administer the design phase of the program.
- In July of 2011 a Notice to Proceed was issued to the chosen firm.
- During PY12 the Design Phase of the project and Environmental Assessment for the project were completed.

- During PY13 the environmental clearance was received.
- The project was delayed due to an acquisition issue which has been resolved and the project is scheduled for completion in PY14.

Activity	ConPlan Priority	Funds Sources	CDBG Funding	Leveraged Funding	CDBG funds Expended during PY13	Total CDBG Funds Expended	Goal/ Actual
Street Improvements	High	CDBG	Prior Years: $471,598 PY13: $425,000	NA	$28,029	$154,294	126/0 People

Performance Measure

Accessibility for the purpose of creating a suitable living environment.

PROJECT 4: PUBLIC SERVICES: SOCIAL WORK SERVICES EXPANSION

Activity: HHS/VS Family Support Services (FFS) Division Social Work Services Expansion

IDIS Activity Number: 46 for PY13

Project Description

This program is an internal Travis County Health and Humans Services & Veterans Service expansion of existing services. In PY11, the program was redesigned to increase program capacity to provide case management, information and referral, non-clinical counseling, crisis intervention, and outreach in all four precincts of the unincorporated areas. The project is targeted to individuals who are at 80% MFI or below. The project funds the equivalent of one FTE social worker who works at a Travis County HHS&VS facility; however, to reduce transportation barriers, the social worker provides the majority of service provision through home visits. Part of the funds will be used for outreach events, and operating expenses, such as items necessary to provide home-based services, mileage, and training.

Project Status and Progress-to-Date

- Outreach to a total of 153 agencies, school districts, churches, and neighborhood associations during PY13 to inform community members about the social work services available.
- The Social Work project served 191 people and spent all of its funding for PY13. The number of clients served was down by more than half of the established client goal. This year, the social work staff had more intensive cases rather that the mix of information/referral and less intensive case management traditionally seen since the project's inception in 2007. An analysis of the case management hours was conducted, comparing the number of case management hours provided in PY12 versus PY13, resulting in an almost 30% increase this year over PY12 despite having vacancies throughout the year. This movement to more intensive case management is considered a success as it demonstrates a stronger level of client engagement necessary to address the geographic isolation occurring outside the urban core.
- One (1) client received assistance through the Youth and Family Assessment Center program.
- 39 clients were assisted with Travis County or State funded rent or utility assistance programs.
- Map 1 below shows the number and distribution of clients served by the program in PY13.

Activity	ConPlan Priority	Fund Sources	CDBG Funding	Leveraged Funding*	CDBG Funds Expended during PY13	Total CDBG Funds Expended	Goal/ Actual
Public Services	High	CDBG	PY13: $75,000	$22,201	$75,000	$75,000	400/191 People

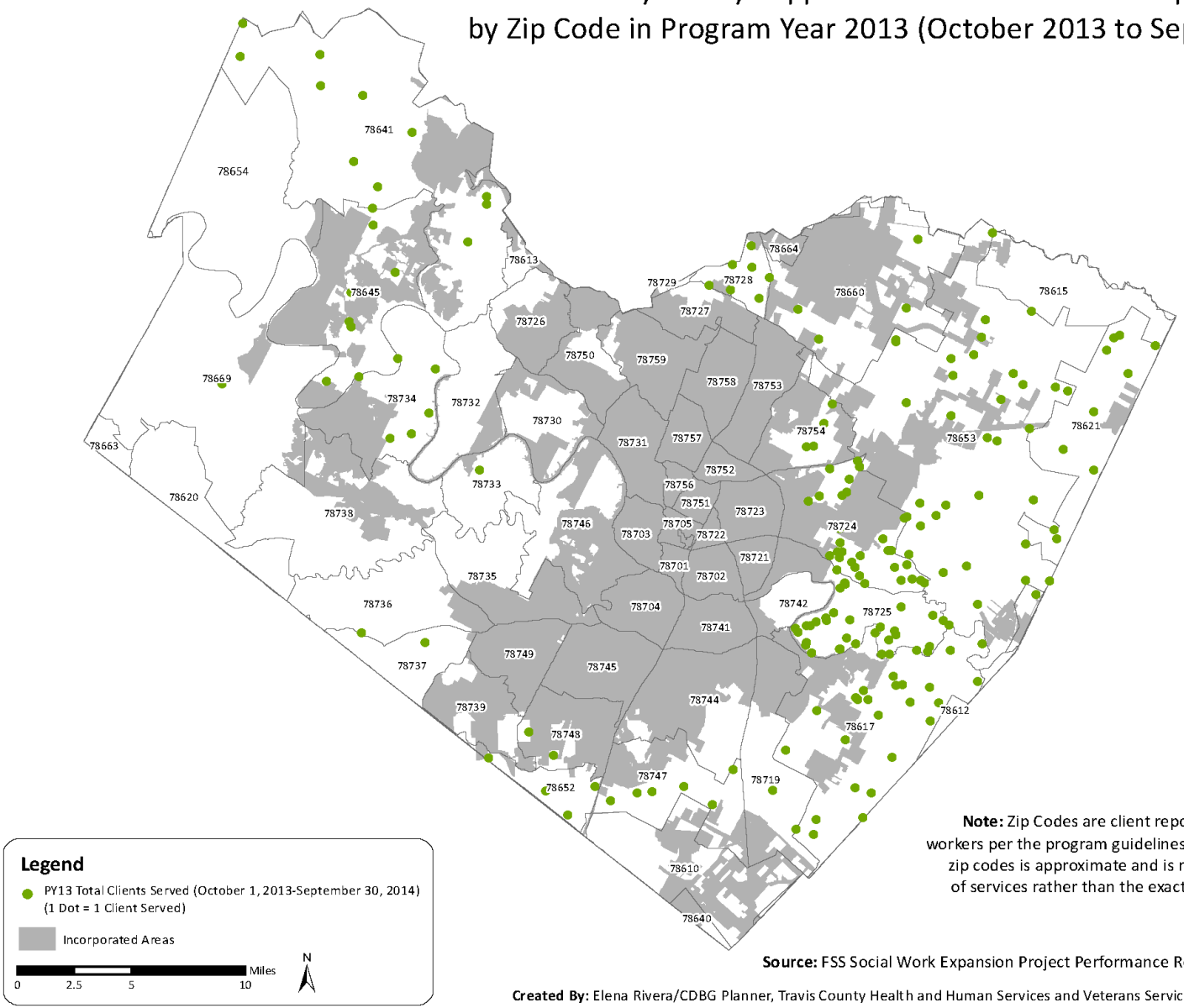
*Leveraged funding comes from Travis County General Fund rent and utility assistance, Flexible Youth Funding and State pass through funds for utility and rental assistance.

Performance Measure

Availability for the purpose of creating a suitable living environment.

Map 1:

Clients Served by Family Support Services Social Work Expansion Project by Zip Code in Program Year 2013 (October 2013 to September 2014)



Legend

- PY13 Total Clients Served (October 1, 2013-September 30, 2014) (1 Dot = 1 Client Served)
- Incorporated Areas

Miles: 0, 2.5, 5, 10

N

Note: Zip Codes are client reported and verified by social workers per the program guidelines. Placement of dots within zip codes is approximate and is meant to represent density of services rather than the exact location of clients served.

Source: FSS Social Work Expansion Project Performance Reports (PY13 Quarters 1-4)

Created By: Elena Rivera/CDBG Planner, Travis County Health and Human Services and Veterans Service, CDBG Office, October 2014

PROJECT 5: PUBLIC SERVICES: Fair Housing

Activity: Fair Housing Counseling

IDIS Activity Number: 51 for PY13

Project Description

The funds are allocated for Tenant's Rights and Fair Housing Counseling for residents of the unincorporated areas and the Village of Webberville. This program expands existing services in the unincorporated areas of the County and the Village of Webberville, and proposes to serve approximately 67 people. Tenant's Rights services include: telephone counseling and in-person mediation, as needed. Fair housing services include: fair housing counseling, fair housing complaint processing, and testing in support of an individual complainant. Additionally, part of the funds are to be used for allowable program delivery costs such as marketing and outreach. At least 51% of the recipients will be at or below 80% of the Median Family Income (MFI). Because housing discrimination occurs at all income levels, the project is allowed to serve up to 33 households above 80% MFI. Austin Tenant's Council, designated as a subrecipient, provides these services.

Project Status and Progress-to-Date

- Outreach was made to 30 community contacts, with an additional seven (7) contacts made through advertising.
- Twenty-nine clients received landlord/tenant counseling, and one (1) client received fair housing counseling.

Activity	ConPlan Priority	Fund Sources	CDBG Funding	Leveraged Funding	CDBG Funds Expended during PY13	Total CDBG Funds Expended	Goal/ Actual
Public Services	High	CDBG	PY13: $50,000	$0	$21,556	$21,556	35/1 Fair Housing Counseling Clients; 32/29 Landlord Tenant Counseling Clients; 30/30 Community Contacts; 7/7 Outreach Contacts

Performance Measure

Availability for the purpose of creating a suitable living environment.

PROJECT 6: PLANNING AND ADMINISTRATION

Activity: Administration

IDIS Activity Number: 45 for PY13

Project Description

The funds allocated for administration pays for the operating expenses associated with the grant including office supplies, training, contracted services, fair housing activities, membership, Action Plan, annual report, reporting, and other business related expenses. Additionally, the funds pay for a portion (100% and 60%) of the salaries for the two CDBG Planners (one full-time and one part- time), and a portion (25%) of the salary of a TNR Senior Engineer. These positions are responsible for project development, environmental reviews, action plan and annual report development, monitoring, and reporting and other tasks relating to administration and planning.

Project Status and Progress-to-Date

- Staff provided significant amounts of technical assistance and training to contractors, internal departments, and subrecipients.
- The public comment draft of the Analysis of Impediments was approved by the Travis County Commissioners Court (TCCC) and was posted for public review.
- A substantial amendment was passed to reallocate funds and add the Barkley Meadows Park project to the PY13 Action Plan in order to respond to damage caused by flooding.
- The PY12 CAPER, PY14-PY18 Consolidated Plan, and PY14 Action Plan were completed on time.
- The program met its timeliness test in August 2014.
- Staff assisted the Research and Planning Department of HHS/VS in drafting two reports: *Travis County Snapshot from the American Community Survey* and an annual *Community Impact Report.*
- Staff attended community meetings for housing and homelessness and participated in the planning for the expansion of social services and executed contracts with specific performance measure to target the unincorporated areas.

Activity	ConPlan Priority	Fund Sources	CDBG Funding	Leveraged Funding	CDBG funds Expended during PY13	Total CDBG Funds Expended	Goal/ Actual
Planning	High	CDBG Travis County	$171,106*	TBD	$147,226	$147,226	N/A

*Reduced by $10,879 per the Substantial Amendment

Performance Measure

N/A

PROJECT 7: BARKLEY MEADOWS PARK REPAIR

Activity: Public Facility

IDIS Activity Number: 49 for PY13

Project Description

On October 31, 2013, a flood event caused damage to homes, streets, water quality structures, and parks within Travis County. On November 4, 2013, the County Judge provided a flood disaster declaration. On Friday, December 12, 2013, Governor Rick Perry issued a State Disaster Proclamation for Travis and surrounding counties. On December 20, 2013, a Presidential Major Disaster Declaration was approved.



Playground at Barkley Meadows after the storm/flooding

This project included assistance to restore Barkley Meadows Park to its state prior to the October 31, 2013 flood. The Project included tree/debris removal, play area resurfacing, playscape replacement, fence repair/replacement, curb stop replacement, bank stabilization and erosion mitigation, and re-planting trees, re-sodding and/or other re-vegetation, as needed.



Playground after repairs

While this project could fall under the Urgent Need national objective, the area qualified as low-to-moderate income. The project benefited 6,763 people, of which 55.4% are low-to-moderate income. (See the Area of Benefit map below for more details and the location of project.) The work was completed by Smith Contracting and overseen by the Travis County Transportation and Natural Resources Department, Parks Division.

Project Status and Progress-to-Date

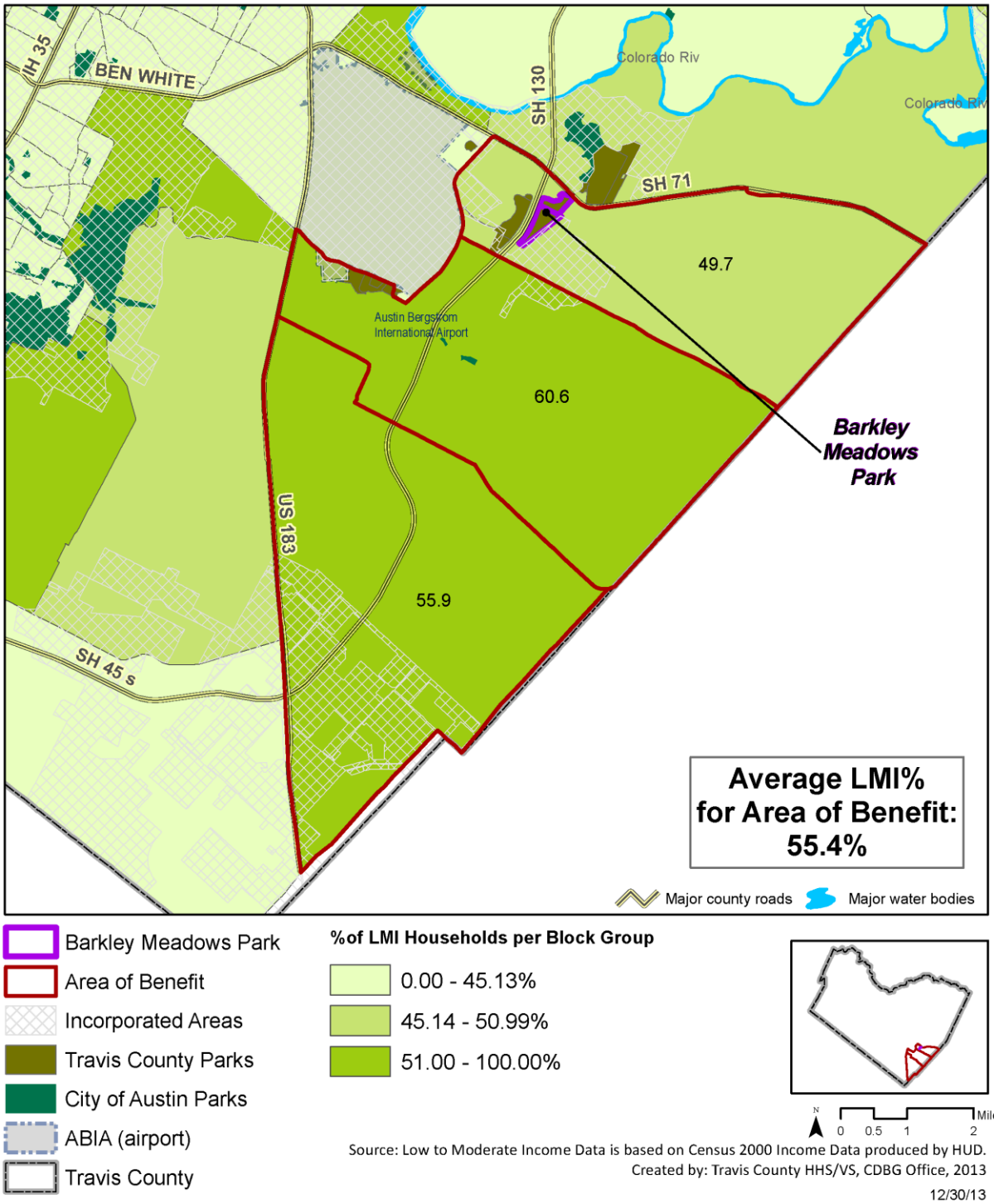
- On February 4, 2014 TCCC approved an amendment to the CDBG PY13 Action Plan to reallocated funds and add a project that would provide assistance for repairs caused by flood damage to the Barkley Meadows Park.
- The work was performed by Smith Contractors and was completed in July 2014.
- The grand opening of the park is scheduled for November 2014.

Activity	ConPlan Priority	Fund Sources	CDBG Funding	Leveraged Funding	CDBG funds Expended during PY13	Total CDBG Funds Expended	Goal/ Actual
Public Facility	Medium, Urgent due to Flood	CDBG	$547,102	$0	$533,881	$533,881	6,763/6,763

Performance Measure

Access to a public facility that is no longer substandard.

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



Source: Low to Moderate Income Data is based on Census 2000 Income Data produced by HUD.
Created by: Travis County HHS/VS, CDBG Office, 2013
12/30/13

GEOGRAPHIC DISTRIBUTION OF PROJECTS

Travis County's CDBG program serves the unincorporated areas of the county and the Village of Webberville. The program does not have any designated target areas. Refer to the table below for specific descriptions of geographic distribution for each one of the CDBG projects. For project locations and racial and ethnic concentrations, please refer to the maps below.

Figure 6: Geographic Distribution of Grant Activity for PY13

Project	Location/ Census Tract
Production of New Owner Housing Units: via Land acquisition	Precinct 1, Census Tract: 22.05 Block Group: 4
Street Improvements: Lake Oak Estates	Precinct 4, Census Tract: 17.42, Block Group: 2
Public Services: Family Support Services (FSS) Social Work Services Expansion	Various eligible households in the unincorporated areas of Travis County. Specifically residents in the following zip codes were served in PY13: 78617, 78621, 78641, 78645, 78652, 78653, 76854, 78660, 78669, 78719, 78724, 78725, 78728, 78733, 78734, 78736, 78737, 78747, 78748, 78754
Public Services: Fair Housing Counseling	Various eligible households residing in the unincorporated areas of the County and the Village of Webberville. Specifically residents in the following zip codes were served in PY13: 78613, 78641, 78645, 78653, 78660, 78724, 78725, 78727, 78728, 78729, 78732, 78734, 78748, 78753
Housing Rehabilitation	Various eligible households residing in the unincorporated areas of the County and the Village of Webberville. Specifically in the following zip codes were served in PY13: 78612, 78615, 78617, 78621, 78641, 78653, 78669, 78724, 78725, 78728, 78747, 78754.
Barkley Meadows	Precinct 4, Census Tract 24.16, Block Groups 2, 3, and 4.

GEOGRAPHIC DISTRIBUTION OF PROJECTS & RACIAL CONCENTRATION

This section outlines the projects in relation to the racial and ethnic concentrations in the areas where they are located. The table below demonstrates the race and ethnicity of persons served by projects implemented during PY13. The maps that follow identify where each of the street improvements, land acquisition, and public service projects are located.

Figure 7: PY13 Project Beneficiaries by Race and Ethnicity

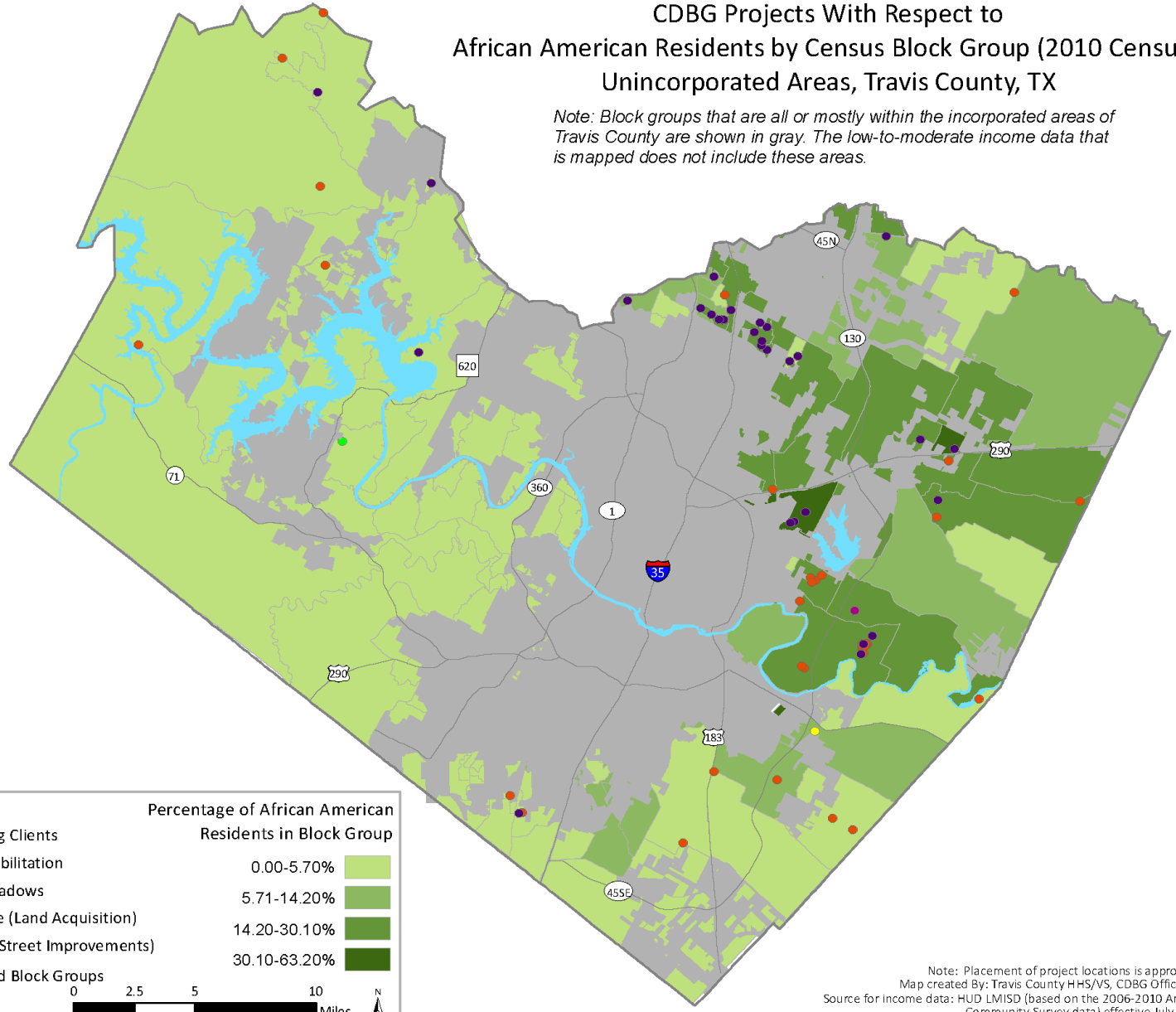
Project	Ethnicity		Race					Total People Benefited
	Hispanic	Non-Hispanic	American Indian or Alaskan Native	Asian/ Pacific Islander	Black or African American	White	Other/ Multi Race	
Gilbert Lane Land Acquisition*	10	15	0	0	15	10	0	25
Public Services, Other – FFS Services*	64	127	3	5	51	121	11	191
Public Services, Other – Landlord/Tenant and Fair Housing Counseling*	12	18	1	1	9	19	0	30
Lake Oak Estates	0	0	0	0	0	0	0	N/A
Homeowner Rehabilitation*	27	48	0	0	23	47	5	75
Barkley Meadows^	4,781	1,982	94	132	640	4,009	1,888	6,763
Administration and Planning	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total	4,894	2,190	98	138	738	4,206	1,904	7,084

*Data gathered from the PY13 performance reports submitted by service providers.
^The total number of beneficiaries for this project is based on the HUD Low and Moderate Income Summary Data (LMISD) current as of 9/1/2013. The LMISD file does not provide a breakdown of population by race/ethnicity. The estimates included here were derived by applying the percentage of each race/ethnicity for the area (as reported in the U.S. Census Bureau's 2010 SF-1 dataset) to the total number of beneficiaries.

Map 2:

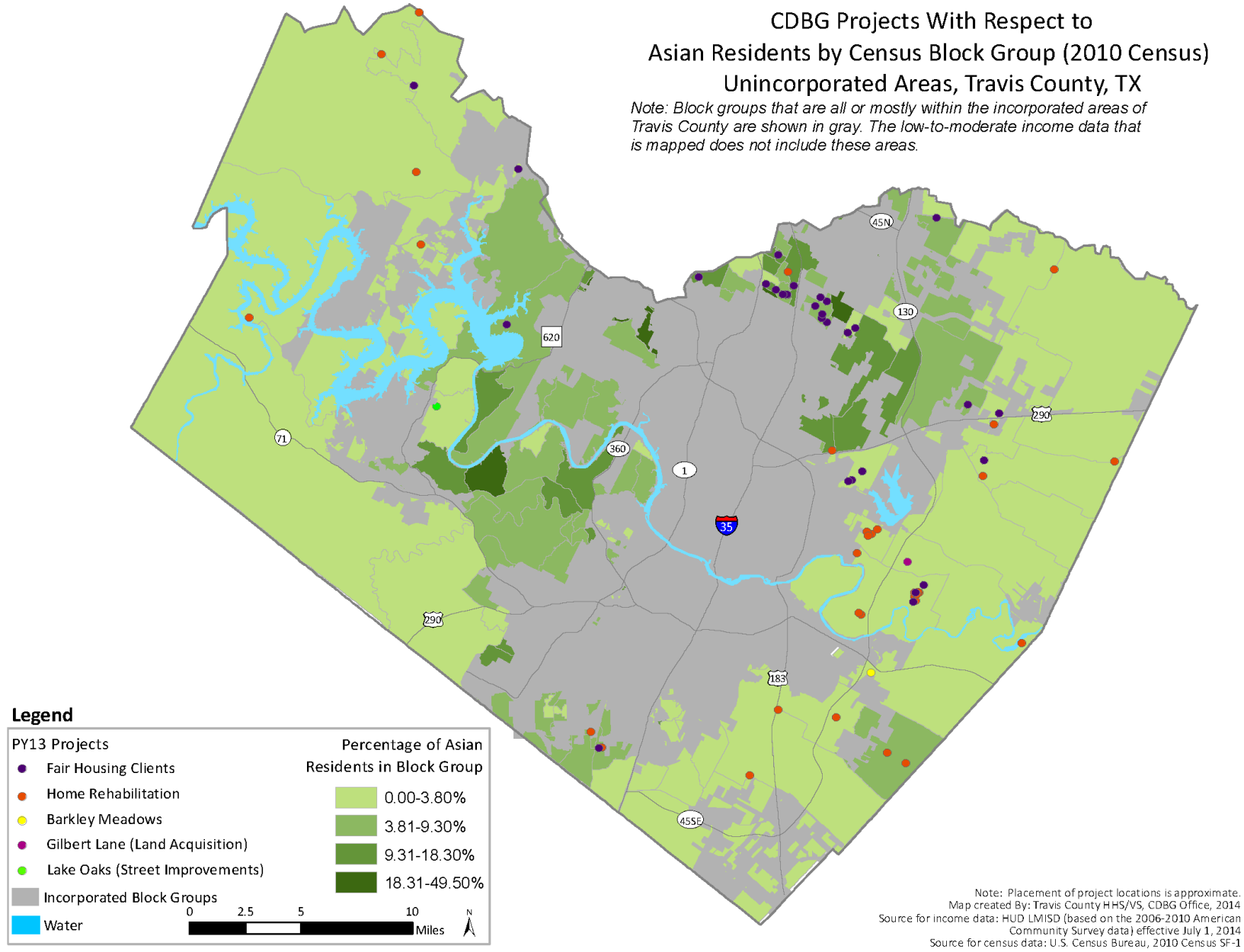
CDBG Projects With Respect to African American Residents by Census Block Group (2010 Census) Unincorporated Areas, Travis County, TX

Note: Block groups that are all or mostly within the incorporated areas of Travis County are shown in gray. The low-to-moderate income data that is mapped does not include these areas.

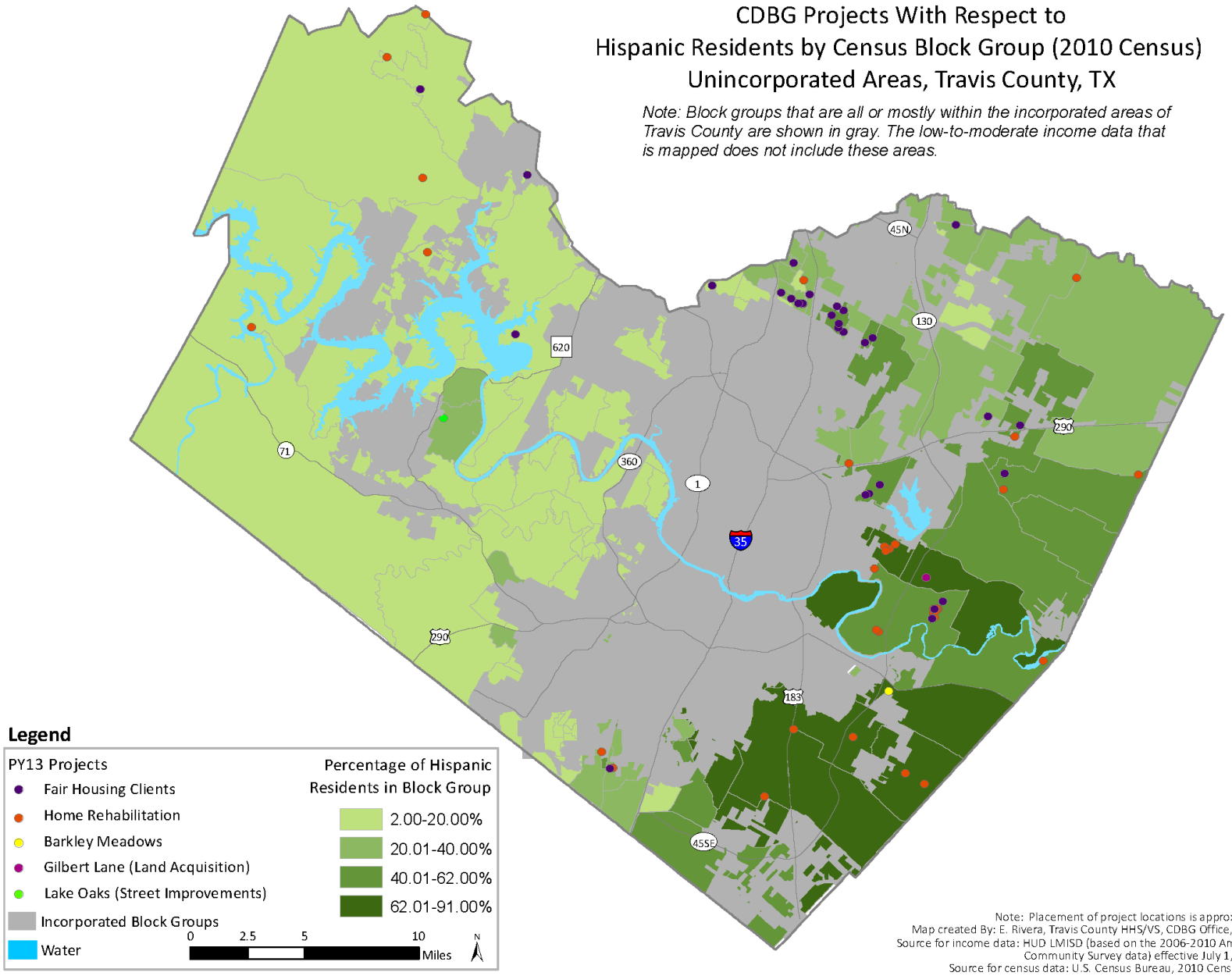


Note: Placement of project locations is approximate.
Map created By: Travis County HHS/VS, CDBG Office, 2014
Source for income data: HUD LMISD (based on the 2006-2010 American Community Survey data) effective July 1, 2014
Source for census data: U.S. Census Bureau, 2010 Census SF-1

Map 3:


CDBG Projects With Respect to
Asian Residents by Census Block Group (2010 Census)
Unincorporated Areas, Travis County, TX
Note: Block groups that are all or mostly within the incorporated areas of Travis County are shown in gray. The low-to-moderate income data that is mapped does not include these areas.
45N
130
620
290
71
360
1
35
290
183
45SE
Legend
PY13 Projects
Fair Housing Clients
Home Rehabilitation
Barkley Meadows
Gilbert Lane (Land Acquisition)
Lake Oaks (Street Improvements)
Incorporated Block Groups
Water
Percentage of Asian Residents in Block Group
0.00-3.80%
3.81-9.30%
9.31-18.30%
18.31-49.50%
0 2.5 5 10
Miles
N
Note: Placement of project locations is approximate.
Map created By: Travis County HHS/VS, CDBG Office, 2014
Source for income data: HUD LMISD (based on the 2006-2010 American Community Survey data) effective July 1, 2014
Source for census data: U.S. Census Bureau, 2010 Census SF-1

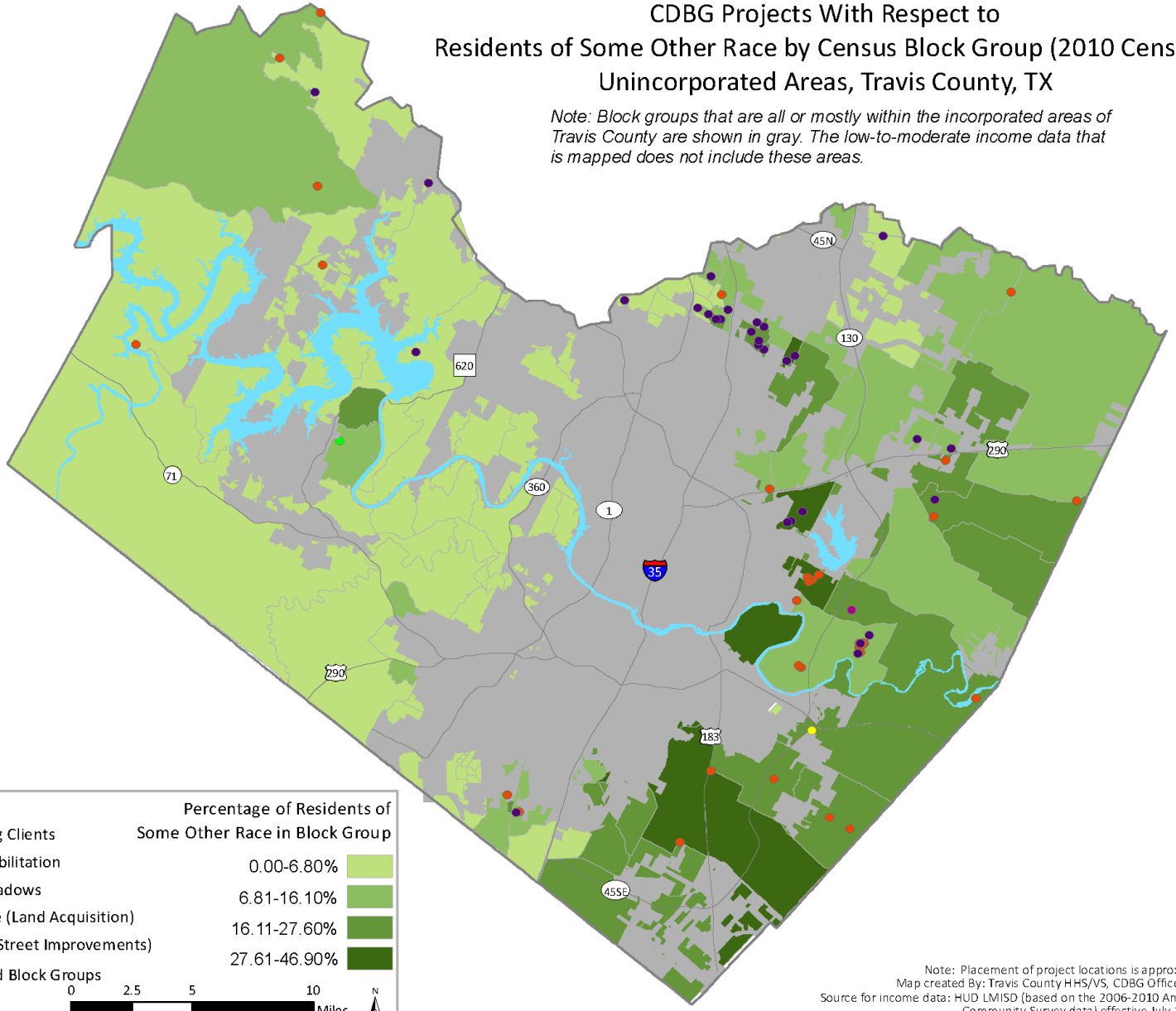
Map 4:


CDBG Projects With Respect to
Hispanic Residents by Census Block Group (2010 Census)
Unincorporated Areas, Travis County, TX
Note: Block groups that are all or mostly within the incorporated areas of Travis County are shown in gray. The low-to-moderate income data that is mapped does not include these areas.
45N
130
620
290
71
360
1
35
290
183
455E
Legend
PY13 Projects
Fair Housing Clients
Home Rehabilitation
Barkley Meadows
Gilbert Lane (Land Acquisition)
Lake Oaks (Street Improvements)
Incorporated Block Groups
Water
Percentage of Hispanic Residents in Block Group
2.00-20.00%
20.01-40.00%
40.01-62.00%
62.01-91.00%
0 2.5 5 10
Miles
N
Note: Placement of project locations is approximate.
Map created By: E. Rivera, Travis County HHS/VS, CDBG Office, 2014.
Source for income data: HUD LMISD (based on the 2006-2010 American Community Survey data) effective July 1, 2014.
Source for census data: U.S. Census Bureau, 2010 Census SF-1

Map 5:

CDBG Projects With Respect to Residents of Some Other Race by Census Block Group (2010 Census) Unincorporated Areas, Travis County, TX

Note: Block groups that are all or mostly within the incorporated areas of Travis County are shown in gray. The low-to-moderate income data that is mapped does not include these areas.

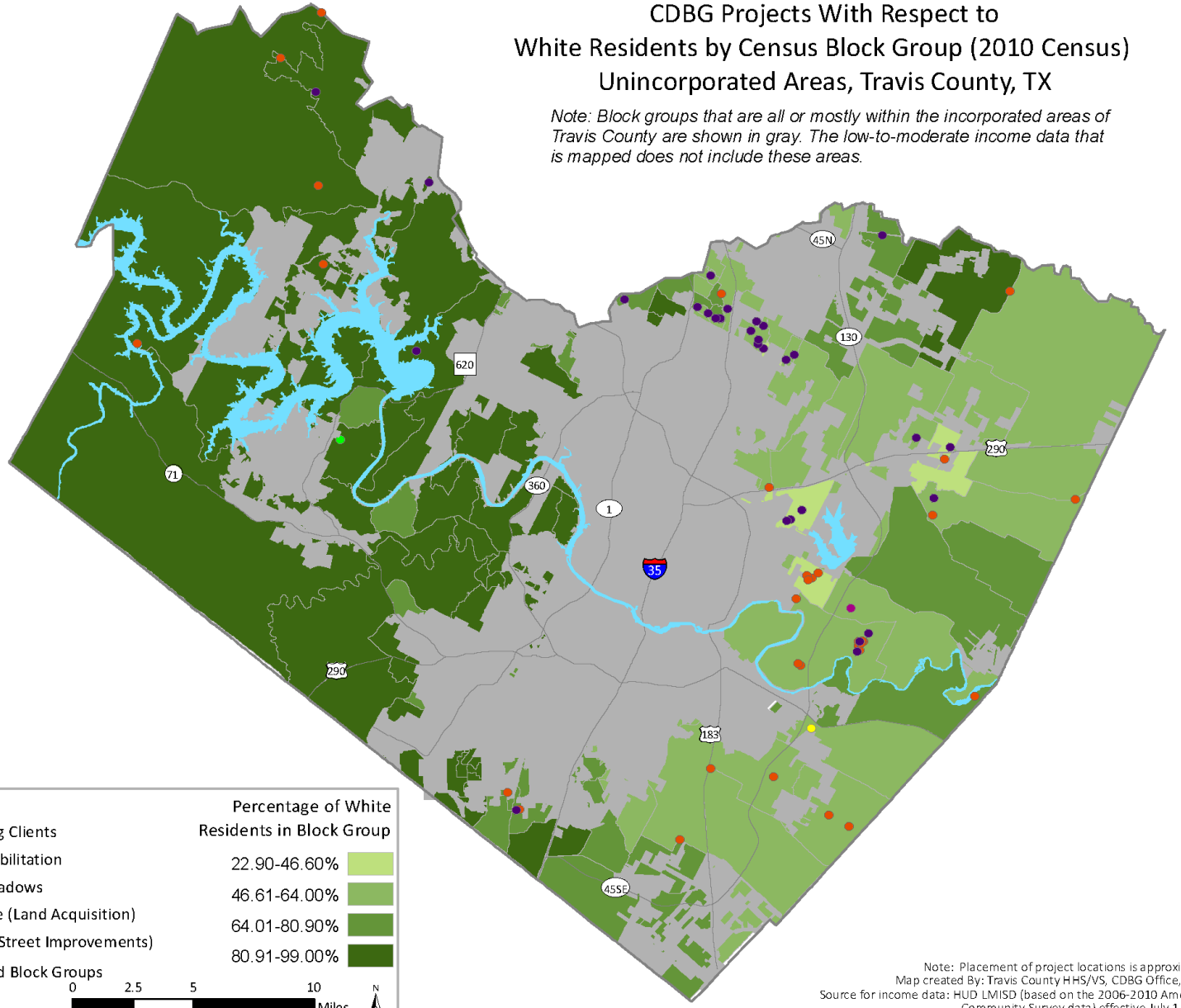


Note: Placement of project locations is approximate.
Map created By: Travis County HHS/VS, CDBG Office, 2014
Source for income data: HUD LMISD (based on the 2006-2010 American Community Survey data) effective July 1, 2014
Source for census data: U.S. Census Bureau, 2010 Census SF-1

Map 6:

CDBG Projects With Respect to White Residents by Census Block Group (2010 Census) Unincorporated Areas, Travis County, TX

Note: Block groups that are all or mostly within the incorporated areas of Travis County are shown in gray. The low-to-moderate income data that is mapped does not include these areas.



Note: Placement of project locations is approximate.
Map created By: Travis County HHS/VS, CDBG Office, 2014
Source for income data: HUD LMISD (based on the 2006-2010 American Community Survey data) effective July 1, 2014
Source for census data: U.S. Census Bureau, 2010 Census SF-1

PERFORMANCE EVALUATION OF PROJECTS

Compliance with CDBG National Objectives

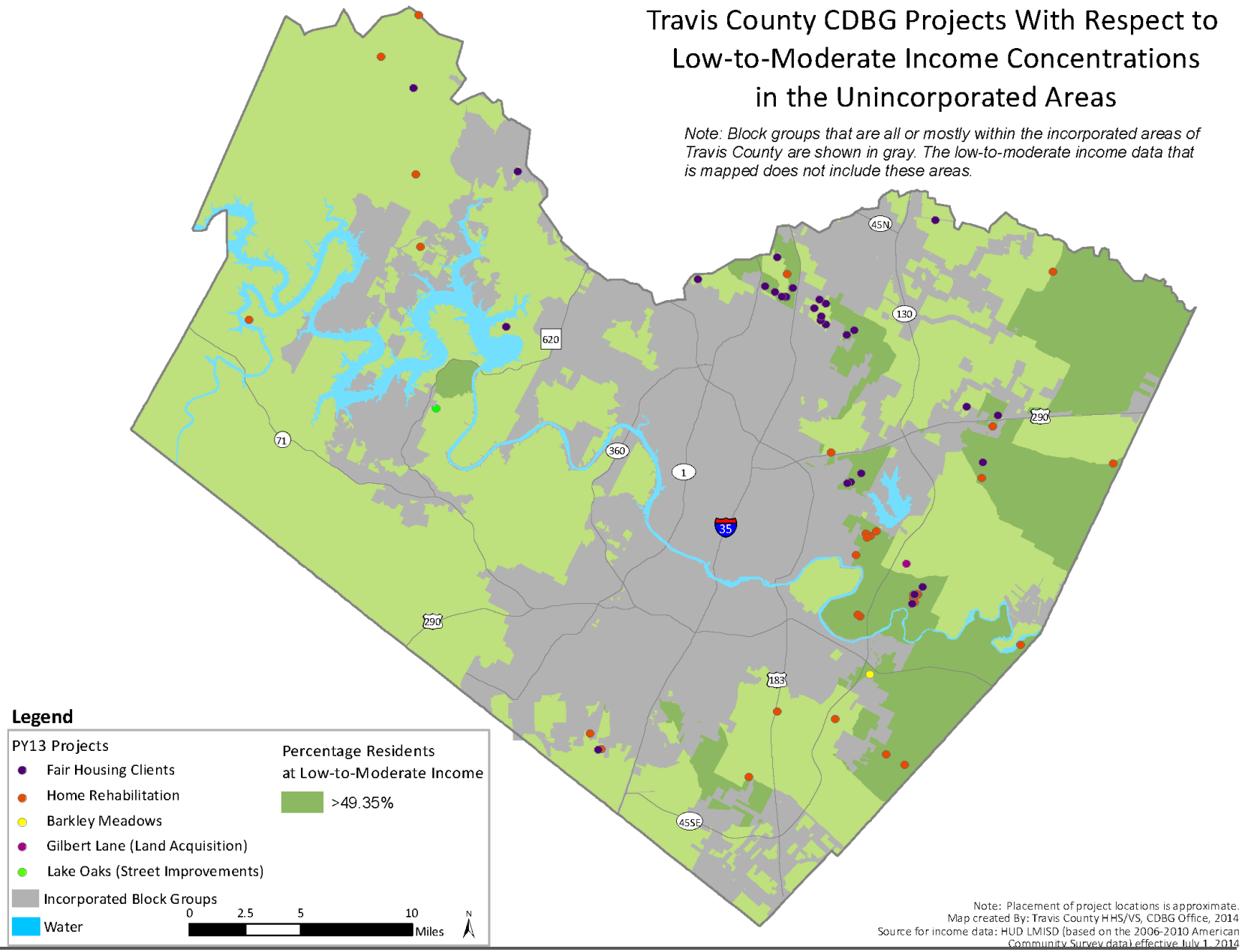
The use of CDBG funds requires selecting eligible projects that meet one of the three national objectives prescribed by HUD. These are:

1) Benefitting low/moderate income (LMI) persons;
2) Addressing slum or blighted areas; or
3) Addressing an urgent need.

All of the projects implemented during Program Year 2013 met the national HUD objective of benefiting low/moderate income persons, thereby complying with the additional HUD requirement of spending 70% of CDBG funds on LMI persons. The CDBG Financial Summary for Program Year 2013 Report located in Appendix C shows that 100% of the PY13 expenditures benefitted low/moderate income persons.

For an activity to qualify as meeting the LMI national objective, grantees must certify they are following one of four qualifying categories: area of benefit activities, limited clientele activities, housing activities, or job creation/retention activities. A low-to-moderate (low-mod) area of benefit (LMA) activity is one that benefits all residents in a particular area, where at least 45.14% (based on an exception criteria in effect for the PY13 Action Plan) of the residents are LMI persons. A limited clientele (LMC) activity is one where 51% of the beneficiaries have to be LMI persons. Low-mod housing (LMH) applies to activities that aim to provide or improve permanent residential structures, which upon completion will be occupied by LMI households. A low-mod job (LMJ) creation activity is one designed to create or retain permanent jobs, at least 51% of which will be made available to or held by LMI persons.

Map 7:


Travis County CDBG Projects With Respect to Low-to-Moderate Income Concentrations in the Unincorporated Areas
Note: Block groups that are all or mostly within the incorporated areas of Travis County are shown in gray. The low-to-moderate income data that is mapped does not include these areas.
45N
130
620
290
71
360
1
35
290
183
45SE
Legend
PY13 Projects
Fair Housing Clients
Home Rehabilitation
Barkley Meadows
Gilbert Lane (Land Acquisition)
Lake Oaks (Street Improvements)
Incorporated Block Groups
Water
Percentage Residents at Low-to-Moderate Income
>49.35%
0 2.5 5 10
Miles
N
Note: Placement of project locations is approximate.
Map created By: Travis County HHS/VS, CDBG Office, 2014
Source for income data: HUD LMISD (based on the 2006-2010 American Community Survey data) effective July 1, 2014

The following table summarizes the category under which each project qualifies to meet the LMI national objective as well as the specific number of clients served in each target income area. In the cases of projects where no individuals have received services yet, a check mark identifies the anticipated income targets for the clients that will benefit from that project.

Figure 8: PY13 Beneficiaries By Income

Project	National Objective	Low to Moderate Income Target			Above Moderate Income (Above 80% MFI)	Total People Benefited
		Very Low (<30% MFI)	Low (30.1 to 50% MFI)	Moderate (50.1 to 80% MFI)		
Gilbert Lane Land Acquisition	Low/Moderate Income Housing (LMH)	0	16	9	0	**25**
Home Rehabilitation	Low/Moderate Income Housing (LMH)	25	20	30	0	**75**
Street Improvements Lake Oak Estates	Low/Moderate Income Area Benefit* (LMA)	✓	✓	✓	✓	**N/A**
Public Services, Other – FFS Services	Low/Moderate Income Limited Clientele (LMC)	151	30	10	0	**191**
Public Services, Other – Landlord/Tenant and Fair Housing Counseling	Low/Moderate Income Limited Clientele (LMC)	19	8	3	0	**30**
Barkley Meadows	Low/Moderate Income Area Benefit (LMA)*	N/A	N/A	3,854^	2,909	**6,763**
Administration and Planning	N/A	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**
Total persons served		**195**	**74**	**3,906**	**2,909**	**7,084**

MFI = Median Family Income as defined by HUD Area Benefit

^The number of beneficiaries for this project is based on HUD's LMISD current on 9/1/13. The dataset provides an estimate for the number of low to moderate income individuals but does not provide a breakdown by individual income categories. Therefore the 3,854 people reported in the 50.1-80% MFI income bracket above, may include individuals at lower income levels.

* Low-Mod Area of Benefit projects qualify through an Exception Rule Provision or Upper Quartile Criterion permitted by HUD. For PY13 projects, the Travis County's exception rule is 45.14%. To learn more about the Exception rule visit the following site: http://www.hud.gov/offices/cpd/lawsregs/notices/2005/05-06.pdf.

Compliance with ConPlan Goals

CDBG projects must also fit within one of the priority project categories approved by Travis County Commissioners Court for the PY11-13 planning period. The following list summarizes those priorities identified and the corresponding projects implemented during PY13.

Figure 9: Priorities in the 2011-2013 Consolidated Plan and Projects Implemented in PY13

High Priorities	Projects
Housing	Home Repair
Infrastructure	Street Improvements: Lake Oak Estates
Community Services	Public Services: Social Work Expansion; Fair Housing
Medium Priorities	**Projects**
Public Facilities	Barkley Meadows

Assessment of Goals and Objectives

This section articulates the CDBG accomplishments for PY13 as they relate to the goals and objectives, spending, overall performance, and effective grant management. A total of xx people benefited from the projects completed under the third year of the 2011-2013 Consolidated Plan.

It is important to note that in many cases the impact of the projects will not be captured for a number of years, given some of the projects will take 12-60 months to implement and complete. For example, the production of new owner housing units will not be completed until 2016. Even though CDBG funds are only expected to support the acquisition of the land, the performance indicator will not be achieved until the houses are fully constructed and qualifying households have purchased the homes.

Figure 10: Summary of Specific Objectives (HUD Table 1C)

SL-1 Availability/Accessibility of Living Environment (Outcome/Objective)

Project Title	Specific Objectives	Sources of Funds	Performance Indicators	Year	Target #	Actual #	Percent Completed
Street Improvements: Lake Oak Estates	Improve quality of public improvement for lower income persons	CDBG	Number of people who will benefit from improved road	2011	0	0	0%
				2012	126	0	0%
				2013	126	0	0
			Multiyear Goal		126	0	0

SL-1 Availability/Accessibility of Living Environment (Outcome/Objective)							
Project Title	**Specific Objectives**	**Sources of Funds**	**Performance Indicators**	**Year**	**Target #**	**Actual #**	**Percent Completed**
Fair Housing Counseling	Improve the availability of services for low/mod income persons	CDBG	Number of people with expanded access to service	2011	N/A	N/A	N/A
				2012	35	7	20%
				2013	67	30	45%
			Multiyear Goal		103	37	36%
Family Support Services Social Work Services Expansion	Improve the availability of services for low/mod income persons	CDBG	Number of people with expanded access to service	2011	500	391	78%*
				2012	400	375	94%*
				2013	400	191	48%
			Multiyear Goal		1300	957	74%
Homeowner Rehabilitation: Plainview Estates	Improve the quality of owner housing	CDBG-R	Number of households who will benefit	2011	39	20	51%*
				2012	N/A	N/A	N/A
				2013	N/A	N/A	N/A
			Multiyear Goal		39	20	100%
Homeowner Rehabilitation	Improve the quality of owner housing	CDBG	Number of housing units rehabilitated	2011	20	0	0%
				2012	8	7	88%
				2013	7	35	500%
			Multiyear Goal		35	42	120%
Barkley Meadows	Improve access to a substandard public facility	CDBG	Number of people who will benefit with expanded access to a non-substandard public facility	2011	N/A	N/A	NA
				2012	N/A	N/A	N/A
				2013	6763	6763	100%
			Multiyear Goal		6763	6763	100%

DH-2 Affordability of Decent Housing (Outcome/Objective)							
Project Title	**Specific Objectives**	**Sources of Funds**	**Performance Indicators**	**Year**	**Target #**	**Actual #**	**Percent Completed**
Owner Housing - Production of New Units: Land Acquisition	Owner Housing	CDBG	Number of housing units constructed	2011	6	2	33%
				2012	6	0	0%
				2013	6	6	100%
			Multiyear Goal		18	8	44%
Homebuyer Assistance	Owner Housing	CDBG	Number of households who will benefit	2011	20	0	0%
				2012	15	1	6%
				2013	4	N/A	N/A
			Multiyear Goal		39	1	2%

*The project is complete.

The coding system used in the Outcome/Objective rows in the table above follows the numbering system established in the Community Planning and Development Outcome Performance Measurement System. The numbering system is outlined in the figure below.

Figure 11: Numbering System for Outcome and Objective Coding

Objective	Outcome		
	Availability/Accessibility	Affordability	Sustainability
Decent Housing	DH-1	DH-2	DH-3
Suitable Living Environment	SL-1	SL-2	SL-3
Economic Opportunity	EO-1	EO-2	EO-3

EXPENDITURES AND LEVERAGED RESOURCES FOR PY13

Overall Expenditures

During PY13, spending occurred in seven different projects. Of the funds available to the activities, $1,785,699 was spent, per HUD's data management system called IDIS.

Figure 12: CDBG PY13 Summary Financial Report from IDIS

CDBG Program Year 2013 Summary Financial Report	
Carryover from PY12	$2,151,997.08
PY13 CDBG Entitlement Grant	$855,534
Total CDBG Funds Available for PY13	$3,007,531.08
PY13 Funds Committed	$3,007,531.08
PY13 Funds Expended	$1,800,314*
Carryover to PY14	$1,207,217.08*
HUD Timeliness Ratio	1.41*

*These are all estimates until the final draws are complete on November 30, 2014.

EXPENDITURES PER PROJECT

The following figure summarizes the budgeted funding, the expended funds and the percent expended for each of the projects.

Figure 13: Summary of PY13 Expenditures by Project

Activities	PY13 Budgeted Funding Available	Expended during PY13	Percent Expended	PY13 Cap Percentages
Production of New Owner Housing Units: Via land acquisition and infrastructure development	Prior Year's Funding: $4 PY13: $0	$0	99.9%	N/A
Homebuyer Assistance	$0	$3,876	N/A	N/A
Homeowner Rehabilitation: Minor home repair up to $24,999	Prior Year's Funding: $1,258,160 PY13: $134,428	$990,746	71%	N/A
Street Improvements: Lake Oak Estates	Prior Year's Funding: $345,333 PY13: $425,000	$28,029	4%	N/A
Public Services, Other: Family Support Services (FFS) Social Work Services Expansion –Travis County HHS/VS Program	$ 75,000	$ 75,000	100%	9%
Public Services, Other: Fair Housing Counseling	$ 50,000	$21,556	43%	3%
Administration & Planning: CDBG	$171,106	$147,226	86%	17%
Barkley Meadows Flood Damage Repair	$547,102	$533,881	98%	N/A

TIMELY SPENDING OF FUNDS

Timely Spending of Funds

As part of the mandate from Congress, HUD is required to determine whether Community Development Block Grant (CDBG) grantees carry out their program in a timely manner. A grantee is considered to be timely if 60 days prior to the end of the grantee's program year, the balance in its line-of-credit does not exceed 1.5 times the annual grant. If the grantee exceeds the amount allowed at that 60-day mark, they are considered to be non-compliant. For Travis County, the timeliness test occurs every August. If the grantee fails to meet the timeliness requirements for two consecutive years, HUD can reduce the grant amount available for the next program year by the exact amount of the credit balance in excess of 1.5 times the annual grant.

At the end of PY12, the CDBG program was not timely for the second consecutive year. HUD held an informal consultation with County Staff on September 9, 2013 to discuss the timeliness status. On November 8, 2013, the County received notice from HUD that the PY13 CDBG grant would be reduced by $54,391 due to slow spending of funds.

Throughout PY13, CDBG staff worked in conjunction with subrecipients and other Travis County departments to ensure that projects met all deadlines and funds were spent in a timely fashion. In August 2014, the Travis County met its timeliness test of 1.5. As of September 30, 2014, the timeliness ratio was 1.41.

Leveraging Resources

Although no matching requirements are mandated for CDBG, during the reporting period, Travis County was successful in using HUD's CDBG funds to leverage additional funds from public sources. The following table summarizes the amount of dollars leveraged:

Figure 14: PY13 Leveraged Resources

Project/Activity Leveraged	Partners	Committed Leveraged Resources	Spent during PY13
Family Support Services Social Work Services Expansion	General Fund rent and utility assistance programs	TBD	$14,477
	State rent and utility assistance programs	TBD	$4,329
	Youth and Family Assessment Center (flexible funding)	TBD	$3,395
Administration and Planning of CDBG	Travis County General Fund	$177,135	$100,000*
Gilbert Lane Land Acquisition	Private Funds	TBD	$807,715
Owner Occupied Home Rehabilitation	Other Federal Resources	TBD	$18,415
	State or Local Resources	TBD	$16,913
		Total Leveraged Funding	$965,244

*This number may be updated after grant close out on November 30, 2014.

MANAGING THE PROCESS

Comprehensive Planning

The Travis County Health and Human Services & Veterans Service (HHS/VS) Department has a Research and Planning (R&P) Division tasked with much of the comprehensive planning for the department, both internally and externally with community partners. The R&P Division focuses on different issue areas including basic needs, workforce development, child and youth services (with particular emphasis on early childhood education), public health (particularly HIV/AIDS), behavioral health, and efforts to organize the community around support for the elderly and immigrants. Additionally, the R&P Division provides information services to inform decision making in the HHS/VS Department and across the community. These services include: an annual report of community trends and statistics based on the American Community Survey, periodic surveys of community-based organizations, and focused research and analysis upon request.

CDBG makes requests of the R&P Division for technical assistance, as needed, to assist with data collection, resource development, and planning in the areas related to housing, homelessness, and community development. This collaborative effort increases capacity and reduces duplication of planning efforts for the Department.

During PY13, CDBG staff collaborated with R&P staff on data verification and review of the Travis County Snapshot from the American Community Survey, an annual summary of Travis County's social, housing, and economic characteristics, based on the results from the U.S. Census Bureau's American Community Survey. Additionally, CDBG staff drafted portions relating to housing and homelessness for the Community Impact Report, an annual report that provides performance data, client data, and other information about the social service investments of the Travis County HHS/VS Department.

Over the Program Year 2013, CDBG staff has also participated in the following comprehensive planning efforts:

Homelessness

During PY13, CDBG staff represented HHS/VS in the Ending Community Homelessness Coalition (ECHO). This membership provided the opportunity to be involved in the issue area, to advocate for the homeless population found in the unincorporated areas, to identify service strategies, and to ensure identified pockets of homeless persons in the unincorporated areas are included in the annual homeless count. CDBG staff participated in the Independent Review Team for the Continuum of Care applications. The CDBG Planning Manager was elected to ECHO's Membership Council. A social worker from the Family Support Services Division (FSS) was chair of the Homelessness Prevention Committee, a task group of the Housing Committee. The FSS Division and CDBG worked collaboratively to find a solution for participation in Coordinated Assessment.

Affordable Housing

During PY13, staff participated in community meetings and forums about housing affordability and the population shifts occurring due to affordability within the center city. The CDBG staff worked on its first rental, multi-family housing project with the Travis County Strategic Housing Finance Corporation. While it became an approved project for PY 2014, the project ultimately will not move forward due to acquisition issues. Finally, CDBG staff participated in drafting a scope of work for the Department's first geographically targeted Requests for Services.

Analysis of Impediments

Travis County contracted with the firm Mullin & Lonergan to undertake an Analysis of Impediments (AI) for the County. As part of the research for the AI, the consultants held two community forums, and conducted onsite interviews and focus groups with a wide variety of stakeholders, both internal and external to the County. The draft AI was presented to TCCC on November 5, 2013 and was followed by a public comment period. One comment was received in writing. The implementation of the related Fair Housing plan began in PY2013 after the comment period ended.

Foreclosures

During PY13, CDBG purchased county-wide foreclosure data. This data was presented in the 2012 Community Impact Report. CDBG anticipates continuing to work collaboratively through participatory research in this area to ensure a consistent message on the issue.

Board, Commission and Association Involvement

Staff from different divisions of the HHS/VS department, including CDBG and R&P, are currently involved in numerous boards, commissions, associations, and councils, not only to further the understanding of the relationship between the community and the needs of its most vulnerable residents, but also to be a resource to the community, offering data and analysis, grant-writing skills, contacts with influential businesses, community and government leaders, and knowledge of government-funded program opportunities.

Compliance with Certifications

Travis County carried out all planned actions described in the HUD–approved Consolidated Plan, including:

- Pursuing all resources indicated in the Consolidated Plan. Resources include leveraged dollars for grant administration, homes built on acquired land, and public services.
- Travis County provided requested certifications of consistency for HUD programs in a fair and impartial manner.

- Travis County did not hinder the Consolidated Plan implementation through any action or willful inaction.

Anti-Displacement and Relocation

Consistent with the goals and objectives of 24 CFR Part 570.606, Travis County commits to making all reasonable efforts to ensure activities undertaken with federal funds will not cause unnecessary displacement or relocation of persons (families, individuals, businesses, nonprofit organizations and farms).

Travis County's policy on displacement, at present, is to not fund projects that displace persons. Travis County did not demolish real property with PY13 funds. The rehabilitation work that occurred was of a voluntary nature and conducted in such a manner that no one was displaced.

Specific Activities

HUD requires reporting on certain types of activities funded by CDBG. Below is the list of responses to the required questions.

- **Low/Mod Job Activities:** Travis County did not undertake any low/mod job activities during the reporting year.
- **Low/Mod Limited Clientele Activities:** The Social Work Services Expansion and Fair Housing Counseling project is currently being implemented successfully. Please refer to the table title "Benefit to Low and Moderate Income Persons by Project" to see the breakdown of clients by income level.
- **Housing Rehabilitation:** Travis County funded housing rehabilitation project during PY13 using CDBG funds. Thirty-five (35) units were rehabilitated with CDBG funds this year. Please refer to the section "Project 2: Homeowner Rehabilitation" of this report for more detailed information.
- **Neighborhood Revitalization Strategies:** Travis County does not currently have any HUD-approved neighborhood revitalization strategy areas.

Fiscal Related Items

HUD requires reporting on certain types of fiscal-related items funded by CDBG. Below is the list of responses to the required questions.

- **Program Income:** Travis County did not receive any program income during the 2013 program year.
- **Prior Period Adjustments**: Travis County did not have any prior period adjustments for the 2013 program year.
- **Loans and Other Receivables:**
  - Travis County retains a promissory note and deed of trust with Austin Habitat for Humanity, Inc. on 23 lots related to the Gilbert Lane Land Acquisition project. This loan is in place to ensure

that the required units are built per the subrecipient agreement. No payments are required and no interest is accrued.

- Travis County retains a promissory note and deed of trust for one Shared Appreciation Gap financing loan in the amount of $30,000, and one Down Payment Assistance loan in the amount of $3,930.58. Both loans were made through the Homebuyer Assistance program to the same homebuyer. No payments are required and no interest is accrued on either loan. The Shared Appreciation loan has a 30-year term, to be repaid upon refinancing, sale, or transfer of title of the home. The Down Payment Assistance loan is forgivable over a five-year term, or must be repaid on a pro rata schedule if refinancing, sale, or transfer of title of the home occurs before the five years have elapsed.
- Travis County retains a contract with 42 homeowners for variable amounts for home rehabilitation. The loan is forgivable over a five-year term or must be repaid on a pro rata schedule if refinancing, sale, or transfer of title of the home occurs before the five years have elapsed.

- **Lump Sum Agreements:** Travis County did not use any lump sum agreements during the 2013 program year.

MONITORING

As the lead agency for the development and implementation of the Consolidated Plan, the Travis County HHS&VS Department implements standard policies and procedures for monitoring CDBG programs. These monitoring activities ensure compliance with program regulations and compliance with financial requirements. Federal guidelines include: OMB A-110, OMB A-122, 24 CFR Part 570.603 (CDBG Labor Standards), 570.901-906 (CDBG) and the Davis Bacon Act and Contract Work Hours and Safety Standards Act (CDBG).

HHS/VS provides contract administration for community development activities in conjunction with the Transportation and Natural Resources Department, including but not limited to contract negotiations, compliance monitoring, and payment and contract closeout.

Monitoring Activity Process & Frequency

Subrecipients

Subrecipient agreements will be used to conduct housing, community development, and public service activities. The subrecipient agreement will be the foundation for programmatic monitoring. Subrecipients will be monitored for programmatic compliance on-site or remotely in the following manner:

1. All invoices and reports will be routed via HHS/VS CDBG staff prior to final approval by financial services and the Auditor's Office.
2. Most subrecipients will be desk audited monthly during invoice review
3. Programmatic monitoring will occur for the previous year, preferably in the first quarter, unless an issue is found during the year then a technical assistance visit and/or increased oversight will be instituted.

Financial monitoring will be completed as necessary and as directed by the subrecipient fiscal performance and the external monitoring needs of the Travis County Auditor's office. Programmatic and fiscal monitoring may not occur concurrently.

Contractors

Contractors may be used to provide some housing, community development and public services. Contractors submit periodic reimbursement requests that document and verify expenditures. The contract agreement will be used as the primary basis for monitoring. The following steps are an integral part of the monitoring process for each contract:

1. On-site or remote reviews at an established periodic interval (prior to project commencement) will occur to ensure compliance with terms of the contract, HUD guidelines, state/local building and construction standards, and review of engineering plans and specifications.
2. If a contractor is found to be out of compliance, a notice is sent stating their contractual obligation and required action. Failure to comply may result in loss of current and/or future contracts as well as a hold on any payments.
3. All invoices and reports will be routed via HHS/VS CDBG staff prior to final approval by financial services and the Auditor's Office.

Internal Travis County Departments

For CDBG funded projects implemented by Travis County Departments, the CDBG office has instituted controls at key points of the project implementation process to ensure program compliance. The CDBG office:

- Meets with each project manager and relevant project-related staff at regular intervals throughout the implementation period to review project status, implementation, effectiveness of programs, and compliance issues.
- Reviews any request for purchase prior to HHS/VS department approval.
- Reviews all Request for Qualifications, Request for Proposals, Request for Services, Invitations for BID, and contracts prior to the release by the Purchasing Department.
- Requests technical assistance from HUD, as needed, on behalf of each project.
- Reviews the results of project environmental reviews, and submits the appropriate paperwork to HUD.
- Verifies and documents target area, and service area eligibility, monitoring documentation on a quarterly basis.
- Reviews CDBG project expenditures on a monthly basis before draw-downs are made.

Monitoring Activity Completed

CDBG staff completed a variety of monitoring tasks for each project.

Street Improvements: Lake Oak Estates

- Kept in communication with the project manager.
- Worked with project manager to provide TA as acquisition issues were addressed.
- Reviewed environmental documents as needed.
- Reviewed draws prior to requesting reimbursement from IDIS.

Land Acquisition Project with Austin Habitat for Humanity, Inc. (AHFH)

- Reviewed eligibility packet for each of the homes started.
- Sent information to County Attorney's Office as houses needed to close to release lien and replace the lien with the restrictive covenant.
- Single Audit was reviewed.
- Requested an updated insurance certificate.

Public Services, Other: Family Support Services Social Work Services Expansion

- Provided technical assistance and worked out service delivery issues as needed throughout the year.
- Reviewed quarterly performance reports.
- Client file review of PY13 will occur by January 2015.

Home Rehabilitation Project

- Completed a couple rounds of income, assets and other programmatic requirements training.
- CDBG staff meets with each client to sign rehabilitation contract at the preconstruction meeting to ensure program compliance and comprehension of forgivable loan.
- Responded to technical assistance questions as needed.
- Reviewed monthly performance reports.
- Reviewed bi-monthly invoices with back up documentation.
- Client file review of PY13 will occur by January 2015.

Fair Housing Project

- Responded to technical assistance questions as necessary.
- Reviewed monthly invoices with back up documentation.
- Client file review of PY13 will occur by January 2015.

Results of Monitoring Efforts

- CDBG staff provided feedback on files that needed to have work done.
- No findings were made.
- CDBG staff provided training as needed to address capacity issues.

INSTITUTIONAL STRUCTURE AND COORDINATION

Effective implementation of the PY13 Action Plan involved a variety of key stakeholders. Coordination and collaboration within the Travis County departments and between agencies was instrumental in meeting community needs effectively. The departments within Travis County involved in the implementation of projects are described below.

Health and Humans Services & Veterans Service Department

The HHS/VS Department is the lead county agency responsible for the administration of the County's CDBG funding. This Department has the primary responsibility of assessing community needs, developing the Consolidated Plan and annual Action Plans, managing project activities in conjunction with other county departments and community partners, administering the finances, and monitoring and reporting. The CDBG office is located in the Office of the County Executive within HHS/VS. The Department reports to the Travis County Commissioners Court for oversight authority.

The CDBG office works with the Research and Planning Division (R&P) within HHS/VS in the areas of community planning and data collection. The CDBG office will continue to keep R&P informed about HUD funding streams and continue to work collaboratively identifying and sharing relevant data to ensure a consistent message on emerging issues such as changing housing needs and foreclosure.

Additionally, the Family Support Services (FSS) Division of HHS/VS is the project manager for a CDBG public service project. FSS also manages the seven Travis County Community Centers which provide a key access point for the public to access CDBG information. The CDBG office works closely with the Division to ensure the public's access to CDBG documents and encourage outreach and public engagement through the Centers.

Travis County Commissioners Court

The Commissioners Court is made up of four elected commissioners, one to represent each county precinct, and the County Judge who serves as the presiding officer. As a group, the Commissioners and County Judge are the chief policy-making and governing body of the county government. The Commissioner's Court makes all final decisions about CDBG fund allocations.

Transportation and Natural Resources Department

The Transportation and Natural Resources Department (TNR) and the CDBG office work closely to coordinate environmental review functions, project planning, project implementation and GIS mapping. Additionally, over the last year, TNR's planning division and CDBG staff have begun to work more collaboratively to ensure consistent messaging regarding housing, transportation and community development. TNR and CDBG employees have been trained in HUD environmental regulations. This cross training of both departments allows for quality review and peer consultation. Finally, the CDBG

office and the CDBG funded Senior Engineer coordinate the preparation of project scopes, eligibility, cost estimates, and project design. The Senior Engineer also plays an active role in the implementation of CDBG & CDBG-R projects that are managed by TNR such as the street improvement projects for Lake Oak Estates. In PY13, TNR's Parks Division participated managed the Barkely Meadows park project.

County Attorney's Office

The County Attorney is an elected official and the County Attorney's Office creates and reviews legal agreements as well as provides legal advice and consultation for the Department. They have created templates to assist with CDBG procurement actions, related consultant services, construction documents, and templates for subrecipient agreements.

Purchasing Office

The Purchasing Office manages the CDBG procurement processes for commodities, professional services and construction. Expertise in the area of federal standards has been created within the Office. The Office ensures compliance with required labor standards and submits related reports to the CDBG office. The Purchasing Office reports to the Purchasing Board, which was established by the Travis County Commissioner's Court.

PUBLIC ENGAGEMENT

Travis County implements a citizen participation process based upon 24 CFR Part 91.105 and the Citizen Participation Plan (CPP) approved by Travis County Commissioners Court on April 11, 2006 and it was amended on July 20, 2010. The approved CPP identifies the strategies and structure to fully engage the community. All public engagement activities undertaken in PY13 are detailed below.

Substantial Amendment to the PY11-13 Consolidated Plan and PY09-PY13 Action Plans

During the week of December 23, 2013, Travis County published a Public Notice announcing the availability of the draft Substantial Amendment, the public comment period, and the public hearing at Travis County Commissioners Court. The notice appeared in several area newspapers of general circulation that target the unincorporated areas of Travis County. Copies of the notices may be found in Appendix B. Public notices were also posted at the seven Travis County Community Centers, on the Travis County Website, the HHS/VS Department webpage, the CDBG website (English and Spanish), and Facebook and Twitter pages. Email and postal mail notices were provided to people who attended public hearings previously or who requested to be on the notification list.

Travis County HHS/VS drafted the Substantial Amendment and presented it to the Travis County Commissioners Court on December 17, 2013. Once reviewed by the Travis County Commissioners Court, the Substantial Amendment was posted for public review and written comments prior to final approval by the Travis County Commissioners Court.

The comment period was held from January 3, 2014 to February 3, 2014. Additionally, a public hearing was held at Travis County Commissioners Court on January 14, 2014. The public had the opportunity to submit comments in writing via email or postal mail, or verbally at the public hearing. The draft Substantial Amendment was posted on the Travis County CDBG website (www.co.travis.tx.us/CDBG), and copies of the full document were available for review at the seven Travis County Community Centers. The amendment was approved by TCCC on February 4, 2014.

- No comments were received during the public comment period.

PY14-18 Consolidated Plan and PY14 Action Plan

For the PY14-18 Consolidated Plan and PY14 Action Plan, information on community needs was gathered through a variety of mechanisms. During the months of February and March 2014, the public and service providers had the opportunity to provide input by 1) attending one of six public hearings, 2) completing a survey, 3) completing a project proposal form, and 4) attending a forum for service providers.

Public Hearings and Participation Forms

Community meetings were held at several locations throughout the County in two different formats: public hearings and facilitated discussions. Information was collected to help determine priorities for the PY14-18 Consolidated Plan and PY14 Action Plan, as well as projects for PY14.

Two meetings were held at Travis County Commissioners' Court during the normally scheduled voting session. These public hearings were held in the traditional public hearing format with oral testimony. Public hearings were also held in each of the four precincts. Participants were asked for input regarding their housing, community development and public service needs. These meetings were structured as an information session regarding the uses of CDBG, with facilitated discussion and decision-making for meaningful, comprehensive input from participants regarding their housing, community development and public service needs.

Public hearings, where information was gathered for the Consolidated Plan and Action Plan, were held according to the schedule below.

Location of Hearings		Dates / Times
Community-Wide Hearing	Travis County Commissioners Court, 700 Lavaca	Tuesday, February 18, 2014, 9:00 am Tuesday March 11, 2014, 9:00 am
Precinct 1	Travis County Community Center at Manor	Wednesday, February 19, 2014, 6:30 pm
Precinct 2	Westside Meeting Hall, Austin	Thursday, February 20, 2014, 6:30 pm
Precinct 3	Travis County Community Center at Oak Hill	Wednesday, March 5, 2014, 6:30 pm
Precinct 4	Travis County Community Center at Del Valle	Thursday, March 6, 2014, 6:30 pm

A total of 22 people attended public hearings to provide input on the Consolidated Plan and Action Plan.

Service Providers Forum

On March 21, 2014, Travis County Health & Human Services, CDBG Program staff held a public forum for service providers and agencies whose current or planned service area includes, or potentially includes, communities in need within the CDBG service area. The forum was held at the Del Valle Community Center, which is located in the unincorporated area. Since the need for services outside

the urban core is increasing as our population continues to be displaced outside the urban core, especially due to rising housing prices and lack of affordable housing, this location was specifically selected to get service providers out into the CDBG service area.

The overall goal of the forum was to help identify potential opportunities for collaboration or coordination to supplement or expand existing services within the CDBG service area over the next five years. More specifically, the forum sought to determine which services are available and which are lacking in the CDBG service area, in order to help service providers determine what services they can provide in these outlying areas; and to discuss how the County's CDBG Program staff can help support this shift to extending services into the unincorporated areas.

As a result of this forum, CDBG staff plan to undertake several actions that will assist providers in extending services into the unincorporated areas. These actions include: producing a document that can be used by service providers that includes information on specific neighborhoods including maps, demographics, and currently available services; van tours of neighborhoods to familiarize providers with the area and its conditions; and the ongoing provision of information about the unincorporated areas and advocacy for its residents.

Between direct invitations via email and indirect invitations via email and/or newsletters sent out by Community Action Network (CAN) and/or OneVoice Central Texas (coalitions that bring together government, non-profit, private and faith-based organizations who provide services in Central Texas), over 100 agencies were invited to the forum. Nineteen providers attended the forum, representing 17 agencies.

Surveys

Resident surveys were available online or by postal mail from February 18, 2014 to March 31, 2014 and were offered in English and Spanish. Written surveys were available at public hearings and upon request for those without access to a computer or the internet. A total of six residents completed surveys to provide input on the Consolidated Plan.

A provider survey was also available to gather input. The survey was available from February 18, 2014 to March 31, 2014 and was offered in English only. Several list-serves, including the County's contracted social service providers, were used to send out the link to the online survey through email. A total of 59 surveys were completed by agencies.

Project Proposals

Project proposals which identify a community need and provided specific project ideas are accepted throughout the year. However, only project proposals received by March 31, 2014 will be considered for funding in the next program year. Project proposals can be submitted by Travis County Departments, neighborhoods, individuals, and service providers. Proposals can identify potential

projects for PY14 and helped determine community needs for the PY14-18 Consolidated Plan. A total of seven project proposals were received during the time specified.

Public Comment to Solicit Feedback on Consolidated Plan

After presentation to Travis County Commissioners Court, the draft PY14-18 Consolidated Plan was posted for written comment for thirty days, prior to the final approval by the Travis County Commissioners Court. Comments on the Consolidated Plan and PY14 Action Plan were received simultaneously and were accepted in writing via email or regular mail to the Travis County Health and Human Services and Veterans' Service CDBG staff. The Draft Plan was posted on the Travis County website and copies were located at the seven Travis County Community Centers for public review. During the 30-day comment period, two public hearings were held to inform and enable the community to comment on the proposed PY14-18 priorities and uses of PY14 CDBG funds. These two public hearings were held at the Travis County Commissioners' Court during the normally scheduled voting session, and were held in the traditional public hearing format with oral testimony.

Location of Hearings	Dates / Times
Travis County Commissioners Court, 700 Lavaca	Tuesday, July 1, 2014, 9:00 am Tuesday July 8, 2014, 9:00 am

One comment was received at the public hearing on July 1, 2014.

CAPER Public Comment Period

During the week of November 3, 2014, Travis County published a Public Notice announcing the availability of the PY13 CAPER, the public comment period and the public hearing at Travis County Commissioners Court. Travis County HHS/VS drafted the CAPER and presented it to the Travis County Commissioners Court on November 18, 2014. After presentation to Travis County Commissioners Court, the CAPER will be posted for public review and written comments prior to approval by the Travis County Commissioners Court. The comment period will be held from November 24, 2014 to December 8, 2014. Additionally, a public hearing will be held at Travis County Commissioners Court on December 2, 2014.

Summary of Citizen Comments on the CAPER

- *Comments will be added to the final draft of the CAPER.*

EVALUATION OF THE CDBG PROGRAM

Strengths

The CDBG Program is concluding its eighth year now and with time and experience, its capacity to implement programs and work within the institutional structure has grown. Staff understands where to push the system to increase the speed with which projects are implemented. Furthermore, the same staff in various Departments has been implementing CDBG so most everyone else in a supportive role to CDBG understands the program as well. Additionally, CDBG staff has stabilized with the three staff being with the program 8, 4 and 2 years, respectively.

Staff continued to work with Departments, evaluate systems, identify weaknesses and work on improvements to address areas of concern. The Program spent the most money in a program year it ever has due to effective intervention into a slow system.

The program excels in providing quality planning and detailed program guidance. Every year, staff spend a large amount of time giving technical assistance to programs.

Challenges

The Program has struggled with timely implementation of projects, but was able to achieve compliance this year. This struggle has created a scenario where the Program is behind and operating out of a crisis model to get things accomplished. Additionally, staff finds that high levels of technical assistance are needed for most projects due to staff turnover or implementation of new types of projects. As programs have more experience, staff expects this to lessen to some degree.

Goals for Improvement

Staff has identified the following goals for improvement:

1. Better document procedures for succession planning and continuity.
2. Continue to disburse the work between all three positions to prevent slow implementation.
3. Continue to push the system track expenditures and the length of time it takes to draw down funds.
4. Continue to support timely spending of funds.
5. Shift away from crisis mode.

HOUSING AND SERVICES FOR THE HOMELESS

HOUSING INVESTMENTS

The tables below summarize the number of homeowner and renter households at various income levels in unincorporated Travis County with housing problems, and the assistance goals of the CDBG program over the planning period. In PY13, a total of 35 households received assistance through the Home Rehabilitation Project and six households received assistance through the Gilbert Lane Land Acquisition Project.

Figure 15: Priority Housing Needs Summary Table, Owner Households

	Percent of Households	Number of Households*	Priority Need	Carryover from previous years	Year 1		Year 2		Year 3	
					Goal	Actual	Goal	Actual	Goal	Actual
Very Low Income Household	84%	1,782	High	10	3	0	3	4	3	12
Low Income Household	72%	1,618	High	27	3	1	3	2	3	15
Moderate Income Household	56%	2,451	Mediu m	52	1	1	6	2	1	14

Figure 16: Priority Housing Needs Summary Table, Renter Households

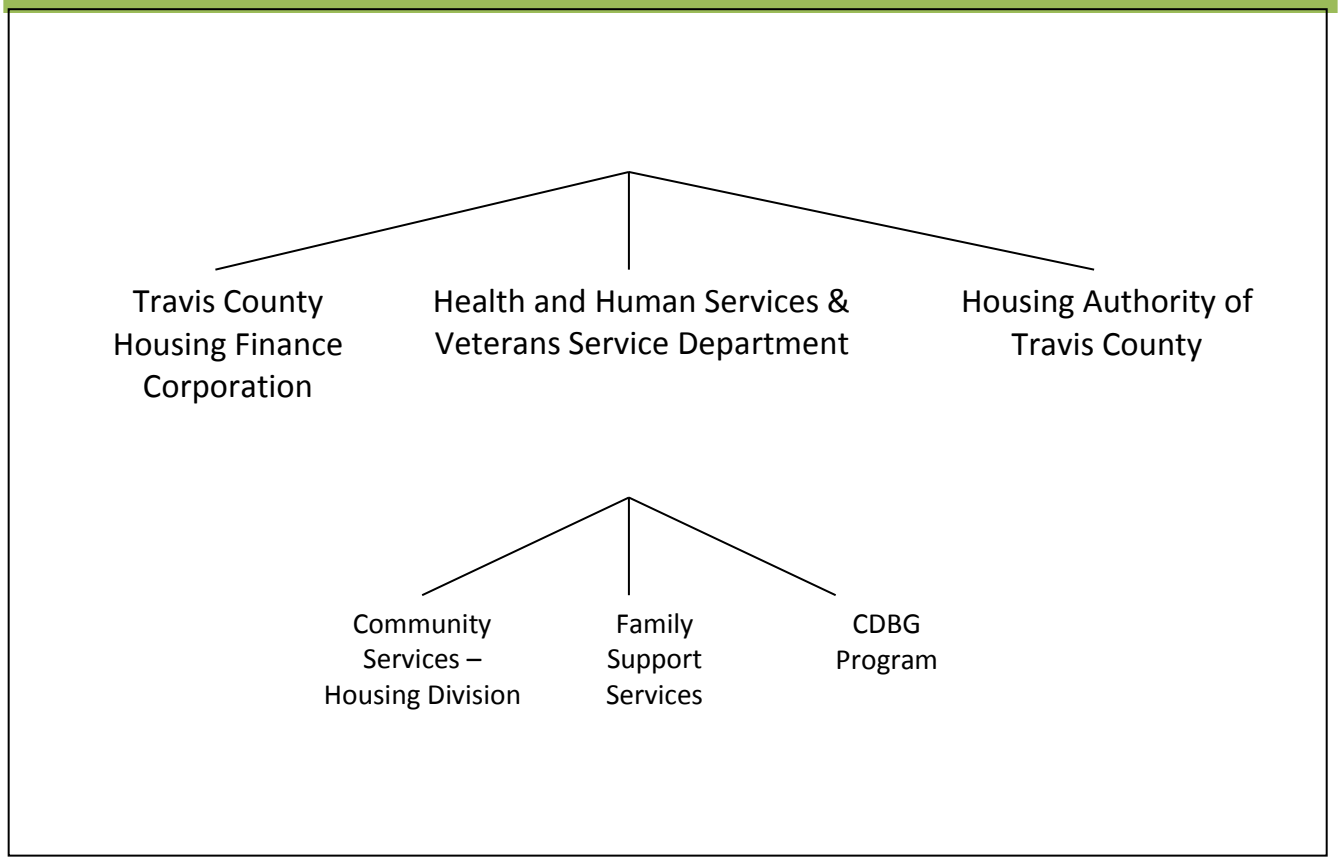
	Percent of Households	Number of Households*	Priority Need	Goals			
				Carryover from previous years	Year 1	Year 2	Year 3
Very Low Income Household	85%	5,736	Medium	0	0	0	0
Low Income Household	86%	4,374	Medium	0	0	0	0
Moderate Income Household	40%	2,706	Low	0	0	0	0

*The number of households with a housing need was calculated based on the total number of households with a housing problem (see figure 3.23 in section 3 of the 2011-2013 ConPlan.) Because this number was only available for all of Travis County, in order to estimate the need for the unincorporated areas alone, the total number of renter households with a housing problem at each income level was multiplied by the approximate percentage of population in Travis County that lives in the unincorporated area (17%).

OVERVIEW OF HOUSING SERVICES SUPPORTED BY TRAVIS COUNTY

In addition to CDBG, Travis County addresses the housing needs of its residents through diverse strategies that include the support of homeless and emergency shelters; transitional, public, assisted, and rental housing; first-time homebuyer programs; and owner-occupied assistance programs. These services are either directly delivered by county departments, affiliate entities or by contracted not-for-profit agencies. The following chart is a visual representation of the different departments/affiliate entities of the County working on a variety of housing services.

Figure 17: Travis County Departments Providing Housing Services



Travis County HHS/VS Housing Services

The Travis County Housing Services Division performs weatherization and home repairs on houses occupied by county residents to improve energy efficiency, the physical living conditions, and safety in these homes. Funding for services comes from the Texas Department of Housing and Community Affairs, and the Travis County General Fund.

In the reporting period, a total of 424 county residents received energy saving and home repair assistance. The assistance was distributed in the following manner:[1]

- 188 low-income homeowners and renters were helped to meet energy savings through the state-funded Low Income Home Energy Assistance Program (LIHEAP) and a state-funded grant from the Department of Energy.
- 47 low-income homeowners were assisted with home repair through General Fund dollars.

Travis County HHS/VS Family Support Services Division

The Family Support Services (FSS) Division provides rent and mortgage assistance for 30-day housing stabilization as well as utility assistance. Funding for services comes from the Travis County General Fund, the Federal Emergency Management Agency (FEMA), the Comprehensive Energy Assistance Program, and a variety of local electric and gas utility providers.

Other Travis County HHS/VS Divisions

Other HHS/VS Divisions provide emergency rent or utility assistance on a smaller scale than FSS. These dollars are usually a part of a comprehensive case management program with strategic use of funds for families in need.

Travis County Housing Finance Corporation

Through the Travis County Housing Finance Corporation (TCHFC), Travis County is engaged in a number of efforts to foster and maintain affordable housing. The Corporation provides single-family home ownership (including down-payment assistance) opportunities to homebuyers who meet certain income requirements. The Corporation also issues tax-exempt bonds to finance the construction or acquisition of multifamily apartments that must provide rental units to certain low and moderate-income families.

TCHFC continues to collaborate with FSS to implement a Tenant Based Rental Assistance (TBRA) program funded through the Texas Department of Housing and Community Affairs to provide rental assistance and case management for up to 36 months for certain low income households.

Twenty-three households received Tenant Based Rental Assistance during the past year. $171,561.58 has been spent for rent and utilities assistance.

In September 2014, TCHFC issued $22,000,000 in tax exempt bonds to finance the construction of a 252 unit LIHTC property, William Cannon Apartments. The property will offer one-, two- and three-bedroom units to individuals and families earning 50 and 60 percent of the Area Median Income (AMI). In 2013, TCHFC assisted in the acquisition and rehabilitation of a large affordable apartment complex

[1] Please note that some individuals may be counted in multiple categories due to receipt of assistance from any combination of these programs.

(Champions Crossing Apartments) through a bond issue. This property is currently undergoing renovations and has already re-leased the necessary units to households earning 50% and 80% of AMI based on a recent compliance audit.

The TCHFC Board approved the issuance of a $122,400 loan to a developer applying for 9% low income housing tax credits (LIHTC) for a family property in northern Travis County, a rapidly growing submarket of the ETJ. The loan program satisfies TDHCA's requirements for local government participation in LIHTC developments, and allowed Travis County to participate more directly in addressing the need for workforce housing in the greater County area. The loan has a term of 15 years and a fixed 3% interest rate per the State's guidelines.

The Housing Authority of Travis County

The Housing Authority of Travis County (HATC) manages three public housing sites, a Section 8 Housing Choice Voucher Program, three Shelter Plus Care Projects, and a Lease-Purchase program.

There are currently no Public Housing Units in the Travis County CDBG service area. The three public housing sites have a total of 105 housing units and are located within the City of Austin. Additionally, HATC manages 33 units of Senior Housing in Manor, and 16 duplex units in Del Valle. The Housing Authority's affiliated entity, Strategic Housing Finance Corporation, is the general partner in three tax credit multifamily properties, including 208 units of Senior Housing in Pflugerville, 70 units of senior housing in Austin, and a 192-unit family property in Austin.

The Shelter Plus Care projects provide rental assistance for homeless people with chronic disabilities in the Austin-Travis County area. The program utilizes integrated rental housing and flexible and intensive support services to promote community tenure and independence.

In the unincorporated areas, HATC administers the Section 8 Housing Choice Voucher Program, assisting very low income, disabled, and elderly families or individuals.

The CDBG program will continue to support HATC's efforts to provide homeownership and affordable housing opportunities to low-income residents. CDBG staff has worked with HATC staff to locate sites in the unincorporated areas that are appropriate for rehabilitation or development. Though no sites have been identified yet, staff will continue to work collaboratively to find opportunities to work together.

BARRIERS TO AFFORDABLE HOUSING

In the PY11-13 Consolidated Plan, eight barriers to affordable housing were outlined. These barriers were identified through the needs assessment, housing market analysis, provider forum and surveys, consultations and public hearings.

Lack of Funding for Affordable Housing

Funding for affordable housing requires many different products to achieve the desired affordability levels needed in a community. Funding mechanisms including the HOME Investment Program, tax credits, Community Development Block Grant (CDBG), Federal Housing Administration loans, and down-payment assistance – just to name a few – are key to increasing the affordable housing stock. Currently, Travis County does not receive a HOME formula allocation, which is a major funding source for many entitlement communities to develop affordable housing.

As part of the ongoing negotiations over spending cuts at the federal level, it is possible that the amount of money allocated to the CDBG and HOME programs will be decreased again in the next federal budget, resulting in the City of Austin and Travis County having less money available for affordable housing and other support activities. With a rapidly growing population in Travis County, an ever-growing demand for affordable rental units, and an upward trend in home prices, it is likely that affordable housing developers and public entities will face significant challenges in meeting the region's need for affordable housing in the coming years. The County advocates for increased federal funding for affordable housing development.

Land Costs

Land values in rural Travis County have steadily increased over the past decade. In western Travis County land values remain strong enough to discourage the development of much-needed affordable housing.

Using CDBG funds the County acquired a parcel of land for the development of affordable housing. Eight houses are complete and occupied with the remaining houses scheduled for completion by 2015.

Tight Credit Market

In the wake of the recession and collapse of the housing market, banks significantly tightened credit requirements. While these tighter requirements were put in place to correct sub-prime lending practices that contributed to the foreclosure crisis, they also made it more difficult for some qualified buyers—particularly lower income homebuyers—to purchase a home or refinance an existing loan. This credit market also impacts a developer's ability to borrow funds to create rental housing. As the economy has improved, the restrictions on the credit market have loosened to a degree.

During the reporting period, no actions were taken.

Building Codes, Zoning Provisions, Growth Restrictions and Fees

Currently, Travis County does not have any building codes, zoning provisions or growth restrictions in the unincorporated areas. This is largely a function of state statutes that place significant limits on the authority of counties to regulate or restrict development. While less restrictions, codes and provisions initially increase affordable development, it also increases the likelihood for substandard housing and other unsuitable living conditions throughout the unincorporated areas.

During the reporting period, no changes were made however the County now collects and maintains the inspection reports for new subdivisions for those living in the unincorporated areas. The home rehabilitation program requires the use of third-party inspectors and has housing standards that align with the County's legal authority.

Environmental Regulations

Several state and federal regulations exist to protect the environment including the Endangered Species Act, the National Pollutant Discharge Elimination System (NPDES), and the Wetland regulations. Texas rules include regulations for the installation of septic systems and for development over the Edwards Aquifer. These regulations may increase costs for development, affecting affordability, especially in the Western parts of Travis County where endangered species habitat and the Edward Aquifer are located.

During the reporting period, no actions were taken.

Other factors affecting affordability

Though housing affordability is traditionally evaluated by the percentage of income required for housing costs, policy makers and planners are increasingly considering the impact that housing location has on the overall affordability for a household. This is a particularly useful framework for considering affordability in the unincorporated areas of Travis County, where housing prices may be lower but other factors may be considerably more expensive.

- *Transportation* - Transportation costs are a major component of household expenditures. Residents of the unincorporated areas generally must travel farther for work, school and shopping, and have less access to public transit options. As a result, it is likely that residents of the unincorporated areas have higher transportation costs than residents of more densely developed urban neighborhoods.
- *Infrastructure* - Many parts of the unincorporated areas lack existing water and wastewater infrastructure and/or maintained. The costs of installing necessary infrastructure would make a property unaffordable to an individual or an affordable housing nonprofit developer.

- *Utility Costs* - The cost of utilities in the unincorporated areas varies, depending on the provider of the service in a given area. Based on input received through the social work program and resident engagement, monthly utility bills often represent a burden to very low-income households.

  During the program year, the public service project referred clients to utility assistance programs, and infrastructure was improved through the use of grant funds. Additionally, the Department made strategic investments with the Capital Area Rural Transportation System (CARTS) to improve access to job centers for areas in the Eastern part of the County.

IMPEDIMENTS TO FAIR HOUSING CHOICE

HUD has a commitment to eliminate racial and ethnic segregation, physical and other barriers to persons with disabilities, and other discriminatory practices in the provision of housing. HUD extends the responsibility of affirmatively furthering fair housing to local jurisdictions through a variety of regulations and program requirements.

As an entitlement county receiving CDBG funds from HUD, Travis County must fulfill its fair housing responsibilities by developing an Analysis of Impediments (AI) to Fair Housing Choice and by taking actions to overcome the identified impediments. When the program was first implemented in 2006, the County operated under the City of Austin's AI. In addition to the City of Austin's study, the 2011-2013 Consolidated Plan allowed the County to develop a better picture of the conditions and needs of the unincorporated area and its residents.

In PY11, Travis County contracted with the firm Mullin & Lonergan with General Fund dollars totaling over $60,000 to undertake an AI for the County. As part of the research for the AI, the consultants held two community forums, as well as on site interviews and focus groups with a wide variety of stakeholders, both internal and external to the County. The draft was presented to the Commissioners Court on November 5, 2013, followed by a public comment period with no substantive comments.

The AI identified the following impediments to Fair Housing Choice:

1. Isolation of Low-Income Rural Communities
2. Poor Condition of Housing Stock in Unincorporated Areas
3. Increasingly Prohibitive Housing Costs
4. Persistence of Housing Discrimination
5. Presence of Discriminatory Restrictive Deeds/Covenants
6. Concentration of Voucher Holders in Impacted Areas
7. Absence of Authority for Local Oversight Over Design and Construction
8. Lack of Local Human Rights or Fair Housing Ordinance
9. Need for Improved Connections between Residents and Employment Opportunities
10. Improvements Needed in Some Policy Documents
11. Questionable Patterns in Private Lending

To address these impediments, the AI included a Fair Housing Plan that CDBG staff will work to implement in coordination with other departments.

During PY13, the CDBG program addressed the following impediments:

- Isolation of Low-Income Rural Communities: The Social Work Expansion project, funded through CDBG, addressed the isolation of low-income rural communities by bringing the services to 191 clients. Furthermore, the County has provided $1,000,000 of General Funds to the Department to expand social services. During the program year, the Commissioners Court approved the Department's plan to geographically target these funds to impacted areas with very low to low opportunity outside the City of Austin. The RFS will be released in PY14.
- Poor Condition of Housing Stock in Unincorporated Areas: The CDBG program addressed the poor condition of housing stock in the unincorporated areas by the continued investment in the Home Repair Program. Repairs were made to 35 housing units during the program year. Additional homes were repaired or improved through the Department's Housing Services Division with other Federal, State and local funds.
- Persistence of Housing Discrimination: The CDBG program funds fair housing services through the Austin Tenant's Council to combat the persistence of housing discrimination. One person was served during the program year.
- Need for Improved Connections between Residents and Employment Opportunities: The Department funds van service through CARTS to expand access to transportation from the Del Valle area to employment and education centers.
- Increasingly Prohibitive Housing Costs: TCHFC continues to collaborate with FSS to implement a Tenant Based Rental Assistance (TBRA) program funded through the Texas Department of Housing and Community Affairs to provide rental assistance and case management for up to 36 months for certain low income households.
    - Twenty-three households received Tenant Based Rental Assistance during the past year. $171,561.58 has been spent for rent and utilities assistance.
    - In September 2014, TCHFC issued $22,000,000 in tax exempt bonds to finance the construction of a 252 unit LIHTC property, William Cannon Apartments. The property will offer one-, two- and three-bedroom units to individuals and families earning 50 and 60 percent of the Area Median Income (AMI). In 2013, TCHFC assisted in the acquisition and rehabilitation of a large affordable apartment complex (Champions Crossing Apartments) through a bond issue. This property is currently undergoing renovations and has already re-leased the necessary units to households earning 50% and 80% of AMI based on a recent compliance audit.
    - The TCHFC Board approved the issuance of a $122,400 loan to a developer applying for 9% low income housing tax credits (LIHTC) for a family property in northern Travis County, a rapidly growing submarket of the ETJ. The loan program satisfies TDHCA's requirements for local government participation in LIHTC developments, and allowed Travis County to participate

more directly in addressing the need for workforce housing in the greater County area. The loan has a term of 15 years and a fixed 3% interest rate per the State's guidelines.

Travis County Social Service Contracts in the amount of $XX* went towards legal aid and tenants' council services to provide fair housing resources for a total of 9,774 clients in the 2013 program year.[2]

Literacy / Workforce Development / Job Training[3]

Through Social Service contracts, Travis County funds nonprofits that provide literacy and workforce education services throughout the county. As this issue closely aligns with CDBG's current service area priorities, this is the first year that the CDBG office has decided to include more detailed information on these services within the CAPER.[4] Travis County Social Service Contracts in the amount of $XX* went towards literacy, job training and workforce development programs to provide employment resources for a total of 3,094 clients in the 2013 program year. Of these clients, approximately 1,200 were enrolled in job training programs.[5]

Equality of Access to Services

In the 2011-2013 Consolidated Plan, CDBG established that access to a variety of services were key in restricting fair housing choice. Due to the proximity to services, often times people living in the unincorporated areas access services less frequently than those living in the urban core. This may occur for a variety of reasons, however, to provide the best access possible, the Department funds the CDBG Social Work Expansion Program. During the program year, CDBG funding was provided to allow for the equivalent of one FTE, thereby expanding both the geographical range and increasing the number of residents in the unincorporated areas that were able to be served by the program.

Food Deserts/Food Poverty

Through Social Service contracts, Travis County funds nonprofits that provide meal services throughout the county to increase access. A total of 4,988,515 meal equivalents were provided in the 2013 program year.[6]

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[2]Travis County strives to reflect social service contract investments as accurately and generally as possible to highlight the breadth of work being done within each subgroup of services. Therefore, many different organizations with varying programs are included in each of the statistics given. For more detailed information on each of the specific social service providers included in these general statistics, please refer to the Community Impact Report published by the Travis County Research and Planning Department (available at http://www.co.travis.tx.us/health_human_services/research_planning/documents_cir.asp
*This number was unavailable at time of report drafting, it will be added to the final draft.

[3] Ibid.

[4] Due to changes in funding priorities for social service contracts throughout fiscal year 2011-2012 some numbers may not accurately reflect the exact number of clients served based on inconsistent reporting requirements.

[5] Ibid.
*At the time of report drafting, these numbers were not available and will be added to the final draft.

[6] Due to the nature of this cluster of service providers, some of the agencies within this category overlap in providing meal equivalents. Therefore client numbers may appear higher than they actually are.
*At the time of report drafting, these numbers were not available and will be added to the final draft.

HOMELESSNESS

Planning Efforts to End Homelessness

Travis County is a member of the Ending Chronic Homelessness (ECHO) Coalition whose mission is to identify specific strategies and oversee ongoing planning and implementation of a plan to end chronic homelessness in Austin and Travis County. The coalition is comprised of four committees or work groups: Housing, Continuum of Care (CoC), Outreach and Education, and Data. These committees in turn have subcommittees. Regular monthly meetings for each committee/subcommittee are held, and plenary meetings for all ECHO members are held quarterly.

Travis County CDBG staff joined ECHO's Planning and Evaluation Committee during PY07. In PY11, Travis County granted ECHO $50,000 to provide administrative and operating support to the newly formed nonprofit to administer homelessness prevention services within the County, and continues that investment to date. Since then County staff have participated in a number of subcommittees including the annual Point-in Time-Count, and the Independent Review Team that reviews and ranks CoC applications and provides feedback to contracting agencies as well as the Housing Committee and Membership Council. Refer to the section on HUD Continuum of CARE (CoC) Funding for further details on CoC.

Homeless Services[7]

During the 2013 program year, Travis County did not target the use of CDBG funds toward homeless efforts. However, Travis County invested $XX* in general fund dollars via contracts with social service providers targeting the homeless persons in conjunction with the Austin/Travis County ESG grant administration and the Austin/Travis County Plan to End Chronic Homelessness. Services provided include:

- 1,526 unduplicated clients received case management
- 52 unduplicated clients received supportive housing
- 1,861 adults and children were placed in transitional housing
- 109,202 bed/nights were offered for emergency shelter.

[7] Travis County strives to reflect social service contract investments as accurately and generally as possible to highlight the breadth of work being done within each subgroup of services. Therefore, many different organizations with varying programs are included in each of the statistics given. For more detailed information on each of the specific social service providers included in these general statistics, please refer to the Community Impact Report published by the Travis County Research and Planning Department (available at http://www.co.travis.tx.us/health_human_services/research_planning/documents_cir.asp
*At the time of report drafting, these numbers were not available and will be added to the final draft.

Homelessness Prevention

A variety of homelessness prevention efforts are made through the Travis County General Fund and other grant sources. HHS/VS invests funds through its Family Support Services Division (FSS) to address housing stability issues including rent, mortgage and utility assistance. During the reporting period, FSS provided over $ XX* of General Fund and grant assistance dollars to provide:

- 4,954 individuals with emergency rent/mortgage payments to stabilize housing for 30 days.
- 20,768 individuals with utilities to resolve an energy crisis and maintain housing.

HHS/VS invests $ XX* through social service contracts focusing on housing stability. Services provided include:

- 4,274 unduplicated clients received homelessness prevention services;
- 89,686 hot meals provided.

HUD Continuum of CARE (CoC) Funding

Continuum of Care is a funding mechanism by which HUD awards through a national competition grants for the Supportive Housing Program (SHP), Shelter Plus Care (S+C) and the Section 8 Moderate Rehabilitation Single-Room Occupancy (SRO) Program to states, localities and nonprofit organizations.

The SHP program provides funding for the development of transitional housing for homeless individuals with disabilities. The S+C program provides rental assistance for homeless people with chronic disabilities (usually severe mental illness, HIV/AIDS, and chronic drug and/or alcohol dependency). All grantees are required to match their federal funding for rental assistance with equal funding for supportive services. The SRO program provides project-based rent subsidies for occupants of single-room occupancy facilities that have undergone moderate rehabilitation.

The Austin/Travis County CoC received approximately $5.6 million in HUD Continuum of Care (CoC) funding. Part of the funding will focus on projects that qualify as part of the SHP program while the other part will target projects under the S+C programs. Additionally, the CoC received a Samaritan bonus to increase funds for permanent supportive housing.

* At the time of report drafting, these numbers were not available and will be added to the final draft.

HOME/ AMERICAN DREAM DOWN PAYMENT INITIATIVE (ADDI

Travis County does not receive HOME or ADDI funds at this time.

EMERGENCY SHELTER GRANT

Travis County does not receive Emergency Shelter Grant funds at this time.

ADDRESSING "WORST CASE" HOUSING NEEDS

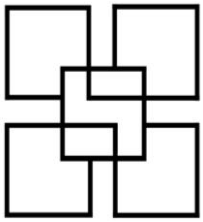
Addressing the housing needs of persons with disabilities and households who live at or below 50% of the Median Family Income (MFI) is critical to ensuring a viable community. HUD defines households with worst case needs as unassisted renters with incomes below 50% of the local area median incomes, who pay more than half of their income for housing or live in severely substandard housing.

CDBG Efforts

CDBG has funded home rehabilitation and land acquisition to support affordable housing development to reduce the cost burden for households at or below 80% MFI. During PY13, 35 households received assistance through the CDBG Home Rehabilitation program and six households received assistance through the Gilbert Lane Land Acquisition project.

Travis County Efforts

The County addresses worst case housing needs in a variety of ways including targeted investments to low income persons. The Travis County Housing Services performs weatherization and home repairs on houses occupied by county residents to improve energy efficiency, the physical living conditions, and safety in these homes. During PY13 a total of 235 county residents received energy saving weatherization and emergency repair assistance.



NON-HOUSING COMMUNITY DEVELOPMENT AND OTHER ACTIONS

NON-HOUSING COMMUNITY DEVELOPMENT INVESTMENTS

Non-Housing Community Development projects include infrastructure, public facilities and public service projects. Out of these three categories Travis County identified infrastructure and community services as high priorities for the 2011-2013 Consolidated Planning period. The table below summarizes the non-housing community development gaps in funding, as well as the assistance goals of the CDBG program over the planning period.

Figure 18: Priority Housing Needs Summary Table, Owner Households

	Needs	Gap	Priority Need	Year 1		Year 2		Year 3	
				Goal	Actual	Goal	Actual	Goal	Actual
Infrastructure	$26,000,000	$26,000,000	High	$145,000	$54,193	$280,000	$72,072	$380,000	$28,029
Community Services*	$3,000,000	$3,000,000	High	$118,500	$89,469	$118,500	$102,546	$118,500	$96,556
Public Buildings & Facilities	$15,000,000	$15,000,000	Medium	$0	$0	$0	$0	$0	$533,880.50
Business & Jobs	$2,000,000	$2,000,000	Medium	$0	$0	$0	$0	$0	$0

OVERVIEW OF TRAVIS COUNTY CDBG INVESTMENTS IN COMMUNITY DEVELOPMENT

The following table outlines the total amount of CDBG funding committed throughout the program's history to infrastructure, community service, public buildings and facilities, and business and jobs. For actual expenditures of current projects please refer to the specific project descriptions above, for historical expenditures please consult prior year's CAPERs.

Figure 19: Overview of Travis County CDBG Investment in Community Development

Community Development Needs/Projects	Priority Need Level	CDBG Investments
Infrastructure		
Water Improvements PY06 Northridge Acres	High	$ 200,000
Street Improvements PY06 Apache Shores	High	$ 305,000
Street Improvements P 07 Apache Shores	High	$ 500,000
Street Improvements PY06 Lava Lane	High	$ 83,659
Street Improvements P 09 Lava Lane	High	$ 60,000
Street Improvements PY10 Lava Lane	High	$ 400,000
Street Improvements PY11 Lake Oak Estates	High	$ 145,000
Street Improvements PY12 Lake Oak Estates	High	$326,598
Street Improvements PY13 Lake Oak Estates	High	$425,000
	Total Infrastructure	**$2,445,257**

Community Development Needs/Projects	Priority Need Level	CDBG Investments
Community Service		
Other Public Service Needs PY07	High	$0
Other Public Service Needs PY08	High	$ 64,877
Other Public Service Needs PY09	High	$ 35,000
Other Public Service Needs PY10	High	$69,295
Other Public Service Needs PY11	High	$ 118,500
Other Public Service Needs PY12 Social Work	High	$106,000
Other Public Service Needs PY12 Fair Housing	High	$28,451
Other Public Service Needs PY13 Social Work	High	$75,000
Other Public Service Needs PY13 Fair Housing	High	$50,000
	Total Community Service	**$547,123**
Public Buildings & Facilities		
Barkley Meadows Flood Damage Repair	Medium	$547,102
Business & Jobs		
Business & Jobs	Medium	$ 0

In addition to CDBG investments, the County's infrastructure department, Transportation and Natural Resources, conducts community development activities in the form of public parks, bridge and drainage projects, storm water management, road maintenance, on-site sewage facilities, transportation planning, and various other projects, approximately totaling over $50 million.

Water and Wastewater Needs

Since the inception of the CDBG Program, there has been strong interest in water and wastewater projects from residents in the unincorporated areas. To date, the Travis County CDBG office has received public requests for water infrastructure projects that taken together would cost $16,000,000 to implement and requests for wastewater infrastructure projects that would cost a total of $8,000,000 to implement. A higher percentage of these requests have come from neighborhoods on the eastern side of the county. Due to funding constraints, no water infrastructure projects are currently funded through the CDBG program.

Transportation[9]

Travis County's HHS/VS provides services to populations through direct services as well as social service contracts and inter-local agreements with other governmental organizations. Travis County HHS/VS invests in different programs to address community development needs. Transportation is one of many social service contracts that Travis County invests in to improve access and ensure inclusion. In program year 2013, $XX* went towards service providers working to create improved access through 79,237 trips provided.

[9] Travis County HHS/VS has invested in multiple agencies providing transportation services through social service contract dollars for many years. However, due to shifts in funding priorities and reporting requirements, this category only captures performance data for one service provider for PY 2011.

* At the time of report drafting, these numbers were not available and will be added to the final draft.

ANTI-POVERTY STRATEGY

Travis County's lead agency for administering CDBG funds is the Health and Human Services & Veterans Service Department. The goal of the department is to address community needs through internal and external investments and services. The department strives to accomplish the following: Maximize quality of life for all people in Travis County; Protect vulnerable populations; Invest in social and economic well-being; Promote healthy living: physical, behavioral, and environmental; and Build a shared understanding of our community. Travis County operates a number of anti-poverty programs that assist individuals and families on multiple fronts in transitioning from crisis to self-sufficiency.

The County carries out its anti-poverty programs both through the direct delivery of services managed by HHS/VS and by purchasing services from private and not-for-profit agencies in the community. In addition to the provision of direct services, Travis County continually assesses the poverty and basic needs of county residents, works with stakeholders in facilitating anti-poverty efforts, and supports public policy initiatives that prevent and ameliorate conditions of poverty.

Annually, over $XX* million is invested in alleviating the conditions which contribute to poverty by stabilizing housing, providing comprehensive case management, and increasing opportunity through workforce development and youth and child programs – just to name a few.

An estimated 5% of social service contract investments made by the Department in 2013 were provided to persons living in the unincorporated areas (and an additional 25% to residents of areas that include a mix of incorporated and unincorporated geographies,) while 18% of the population lives in these areas. The CDBG program funded social work program assists residents of the CDBG service area. In PY13, 191 people were served. This program's aim is to improve access to social services to residents of the unincorporated areas.

NON-HOMELESS SPECIAL NEEDS

HUD identifies non-homeless special needs populations as elderly, frail elderly, those with severe mental illness, the developmentally disabled, the physically disabled, persons with alcohol and other drug addictions, victims of domestic violence, and persons living with HIV/AIDS.

Travis County's HHS/VS provides services to special needs populations through direct services as well as social service contracts and inter-local agreements with other governmental organizations. Travis County HHS/VS invests in different programs to address public health, substance abuse, indigent health, and mental health needs. Additionally, CDBG funded programs will be marketed to populations with specialized needs and services to ensure inclusion and improve access.

Services for Elderly & Frail Elderly[10]

Travis County funded $XX* of services to the elderly and frail elderly through social service contracts during the reporting period. Services provided include case management, in-home care services, meals and bill payer services. In-home services include assistance with personal hygiene tasks as well as housekeeping, while bill payer services included assistance with finances and money managements. In total:

- 4,199 unduplicated clients were served,
- 616 unduplicated clients received case management services,
- 593,652 prepared meals were provided, and
- 366 individuals received in-home services.

Services for Persons with Physical Disabilities or Developmental Delays[11]

Through social service contract investments during the reporting period, Travis County funded $XX* of services for persons with physical disabilities and developmental delays. Services centered around employment and job-readiness, case management, early childhood intervention, basic needs assistance, and social/recreational opportunities. A total of 3,558 unduplicated children and adults were served during the reporting period. Amongst the total number of clients, 971 case management hours were recorded.

[10] Travis County strives to reflect social service contract investments as accurately and generally as possible to highlight the breadth of work being done within each subgroup of services. Therefore, many different organizations with varying programs are included in each of the statistics given. For more detailed information on each of the specific social service providers included in these general statistics, please refer to the Community Impact Report published by the Travis County Research and Planning Department (available at http://www.co.travis.tx.us/health_human_services/research_planning/documents_cir.asp.

[11] Ibid.

*At the time of report drafting, these numbers were not available and will be added to the final draft.

Services for Victims of Domestic Violence[12]

Travis County funded $XX * of services for persons experiencing abuse, neglect, domestic violence, and sexual assault through social service contract investments during the reporting period. Services centered around advocacy, crisis management, emergency shelter, transitional housing and counseling. Approximately 44,813 days of shelter and 2,061 unduplicated adults and children received services during the reporting period.

Services for Persons Living with HIV/AIDS[13]

In PY13 Travis County funded$ XX* of services for persons living with HIV/AIDS (PWLA) through social service contract investments. Services centered around advocacy, crisis management, emergency shelter, transitional housing, and counseling. A total of 722 persons received services including case management, medical care retention, client advocacy, medication adherence assistance, food pantry assistance, nutritional counseling, home health, prevention and support groups. Additionally, Travis County provided other services through public health inter-local agreements.

[12] Travis County strives to reflect social service contract investments as accurately and generally as possible to highlight the breadth of work being done within each subgroup of services. Therefore, many different organizations with varying programs are included in each of the statistics given. For more detailed information on each of the specific social service providers included in these general statistics, please refer to the Community Impact Report published by the Travis County Research and Planning Department (available at http://www.co.travis.tx.us/health_human_services/research_planning/documents_cir.asp.

[13] Ibid.

*At the time of report drafting, these numbers were not available and will be added to the final draft.

LEAD-BASED PAINT

Activities supported with Travis County CDBG funds must be in full compliance with the Lead Safe Housing Rule (24 CFR Part 35) of the U.S. Department of Housing and Urban Development (HUD). The CDBG program has created guidelines to ensure that the necessary steps for notification, identification and treatment of Lead Based Paint are followed, for owner occupied rehabilitation projects and other projects as appropriate.

HHS/VS Housing Services Division, which receives funds through State grant funds and the Travis County General Fund, provides limited lead-based paint remediation on houses built before 1978 where small holes in the wall or similar acts that could cause additional possible lead exposure are made. The lead safe practices are used to ensure client and worker safety. Areas disturbed are sealed and all loose contaminates are removed. The Housing Services Division does not have a complete lead abatement process nor does it have a formal lead based paint remediation program; however, they do perform Lead Safe work as prescribed by the EPA in conjunction with their WAP and Home Repair Programs. Housing Services is an EPA Certified Lead Safe Firm who employs EPA Certified Lead Safe Renovators and complies with lead safe practices when working on homes built prior to 1978.

SPECIFIC HOPWA OBJECTIVES

Travis County does not receive HOPWA funds at this time.

APPENDICES

APPENDIX A

Project Photos

Austin Habitat for Humanity Gilbert Lane Project





Austin Habitat for Humanity Gilbert Lane Project





Austin Habitat for Humanity Gilbert Lane Project



CDBG Home Rehabilitation Program PY2013

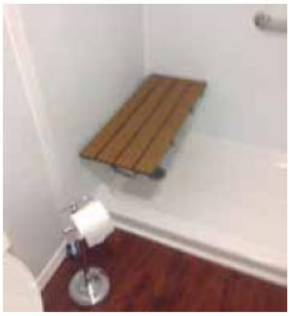
Before



After *Walk-in (ADA accessible) shower, and new sink, cabinet, flooring, and light fixtures*









CDBG Home Rehabilitation Program PY2013

Before





After



New underpinnings



New electrical box and deck



New roof



New windows

CDBG Home Rehabilitation Program PY2013

Before





After

New stairs, railing, deck, and door.





CDBG Home Rehabilitation Program PY2013

Before



After *New sink, countertops, and cabinets*



Barkley Meadows Park Repair Project





Barkley Meadows Park Repair Project





Barkley Meadows Park Repair Project



APPENDIX B

Attachment A. Advertisements

TRAVIS COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

INVITATION TO COMMENT ON THE DRAFT OF THE PROGRAM YEAR 2013 CDBG ANNUAL REPORT

As part of Travis County's ongoing public engagement related to its Community Development Block Grant (CDBG,) Travis County will make available to the public its Program Year 2013 CDBG annual report known as the Consolidated Annual Program, Performance and Evaluation Report (CAPER).

The CAPER covers a period from October 1, 2013 to September 30, 2014, and describes progress made in carrying out the CDBG projects. This report will be submitted to the U.S. Department of Housing and Urban Development to meet federal requirements.

COMMENT PERIOD AND DRAFT DOCUMENT

Comments will be accepted for 15 days beginning November 24, 2014 at 8:00 a.m. and ending December 8, 2014 at 5:00 p.m. Beginning November 24, 2013, a draft document will be available for download on the Travis County CDBG page www.co.travis.tx.us/CDBG, and also available for review at any of the seven Travis County Community Centers:

South Rural Community Center	3518 FM 973, Del Valle
Travis County Community Center	15822 Foothills Farm Loop, Bldg D, Pflugerville
West Rural Community Center	8656-A Hwy 71 W., Suite A, Oak Hill
Northwest Rural Community Center	18649 FM 1431, Jonestown
East Rural Community Center	600 W. Carrie Manor, Manor
Palm Square Community Center	100 N. IH-35, Suite 1000, Austin
Post Road Community Center	2201 Post Road, Suite 101, Austin

PUBLIC HEARINGS

The public can provide their comments by attending a Public Hearing scheduled for Tuesday, December 2, 2014 at 9:00 a.m. at the Travis County Commissioners Courtroom, 700 Lavaca St., Austin, TX.

MAILING COMMENTS

The public can also mail their comments to: CDBG Program, Travis County, HHSVS, P.O. Box 1748, Austin, TX 78767 or e-mail them to the CDBG program at cdbg@traviscountytx.gov

For additional information contact Christy Moffett, at cdbg@traviscountytx.gov or call 512-854-3460. To request that an American Sign Language or Spanish interpreter be present at the public hearing, please contact staff at least five business days in advance.

Travis County is committed to compliance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended. Reasonable modifications and equal access to communications will be provided upon request. Please call 512-854-3460 for assistance.



EL PROGRAMA DE SUBSIDIOS GLOBALES DE DESARROLLO COMUNITARIO (CDBG) DEL CONDADO DE TRAVIS

INVITACIÓN PARA COMENTAR SOBRE LA VERSIÓN PRELIMINAR DEL **INFORME ANNUAL DEL PROGRAMA CDBG** PARA EL AÑO PROGRAMÁTICO 2013

Como parte del proceso continuo del Condado de Travis relacionado con participación pública en el Programa de Subsidios Globales para el Desarrollo Comunitario (conocido como CDBG, por sus siglas en inglés) el Condado de Travis pondrá a disposición del público el informe anual del programa CDBG para el año programático 2013 conocido como el Informe Anual Consolidado de Desempeño y Evaluación (CAPER, por sus siglas en inglés).

El informe CAPER cubre un período desde el 1 de octubre de 2013 hasta el 30 de septiembre de 2014, y describe el progreso realizado en el desarrollo de los proyectos del programa CDBG. Este informe será presentado al Departamento de Vivienda y Desarrollo Urbano de EE.UU. para cumplir con los requisitos federales.

PERÍODO PARA COMENTARIOS Y DOCUMENTO PRELIMINAR

Se aceptarán comentarios durante 15 días a partir del 24 de noviembre de 2014 a las 8:00 a.m. hasta el 8 de diciembre de 2014 a las 5:00 p.m. A partir del 24 del noviembre de 2014, la versión preliminar del documento estará disponible para ser descargada de la página del programa CDBG del Condado de Travis en el internet www.co.travis.tx.us/CDBG, y también estará disponible para ser consultada en cualquiera de nuestros siete centros comunitarios del Condado de Travis:

Centro Comunitario Rural del Sur	3518 FM 973, Del Valle
Centro Comunitario del Condado de Travis	15822 Foothills Farm Loop, Bldg D, Pflugerville
Centro Comunitario Rural del Oeste	8656-A Hwy 71 W., Suite A, Oak Hill
Centro Comunitario Rural del Noroeste	18649 FM 1431, Jonestown
Centro Comunitario Rural del Este	600 W. Carrie Manor, Manor
Centro Comunitario de Palm Square	100 N. IH-35, Suite 1000, Austin
Centro Comunitario de Post Road	2201 Post Road, Suite 101, Austin

AUDIENCIA PÚBLICA

El público puede hacer comentarios asistiendo a una audiencia pública el 2 de diciembre de 2014 a las 9:00 a.m. en el edificio Travis County, en la sala "Commissioners Courtroom", 700 Lavaca St., Austin, TX.

ENVÍO DE COMENTARIOS

El público también puede enviar comentarios por correo postal a: CDBG Program, Travis County, HHSVS P.O. Box 1748, Austin, TX 78767, o por correo electrónico a cdbg@traviscountytx.gov.

Para mayor información comuníquese con Christy Moffett a través del e-mail cdbg@traviscountytx.gov o llamando al 512-854-3460. Para solicitar que haya un intérprete en español o de lenguaje americano de señas en alguna de estas reuniones, por favor contacte al personal por lo menos con cinco días hábiles de anterioridad.

El Condado de Travis está comprometido a cumplir con la Ley de Americanos con Discapacidades (ADA) y con la Sección 504 de la Ley de Rehabilitación de 1973, según su enmienda. Al solicitarlo, se proporcionarán modificaciones razonables e igual acceso a comunicaciones. Si necesita ayuda, por favor llame al 512-854-3460.



APPENDIX B

Attachment B. Summary of Public Comments

To be added to final draft.

APPENDIX C

Attachment A. CDBG Financial Summary Report (CO4PR26)

To be added to final draft.

APPENDIX C

Attachment B. Program Year 2031
Summary of Accomplishments (CO4PR23)

To be added to final draft.

APPENDIX C

Attachment C. Summary of Consolidated Plan Projects (PR06)

To be added to final draft

APPENDIX C

Attachment D. CDBG Activity Summary Report for Program Year 2013 (CO4PR03)

To be added to final draft.

Travis County Commissioners Court Agenda Request

Meeting Date: November 18, 2014
Prepared By/Phone Number: Yolanda Aleman, 854-9106
Elected/Appointed Official/Dept. Head: Leroy Nellis, 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 must be submitted as a pdf to Cheryl Aker in the County Judge's office, agenda@traviscountytx.gov **by Tuesdays at 5:00 p.m.** for the next week's meeting.

BUDGET AMENDMENTS AND TRANSFERS

FY 2015

11/18/2014

NEW BUDGET

BA#	IO/WBS	FUND	COST CENTER	COMMITMENT	Dept.	Line Item	Increase	Decrease	Pg #
N1		2034	158011	511410	HHS	Utility Assistance	$9,000.00		1
		2034	158011	410010	HHS	Grant Revenue RRB	$9,000.00		

AMENDMENTS

BA#	IO/WBS	FUND	COST CENTER	COMMITMENT	Dept.	Line Item	Increase	Decrease	Pg #
A1		0001	198000	580200	Reserves	Interlocal Agreements Status Reserves		$374,478.00	4
		0001	147001	511530	Emergency Svcs.	Building Repairs and Maintenance	$374,478.00		
A2		0001	128002	510310	JP Pct. 3	Software		$977.00	6
		0001	127002	511900	JP Pct. 2	Other Services	$977.00		
A3		0001	198000	580010	Reserves	Allocated Reserves		$15,108.00	8
		0001	108003	500050	Tax	Salaries - Regular Employee	$15,108.00		
A4	601424	0001	198000	580070	Reserves	CAR Reserves		$140,945.00	14
	601424	0001	112800	520050	ITS	Capital Outlay - Computer Equipment	$132,725.00		
		0001	112800	510070	ITS	Computer Equipment & Peripherals	$8,220.00		
A5		0001	198000	580010	Reserves	Allocated Reserves		$2,700,325.00	$19.00
		0001	114011	522020	FMD	Capital Outlay Mtrl - Buildings	$2,700,325.00		

TRANSFERS

BA#	IO/WBS	FUND	COST CENTER	COMMITMENT	Dept.	Line Item	Increase	Decrease	Pg #
T1		0001	108008	502010	Tax	Overtime		$5,000.00	22
		0001	108008	511540	Tax	Furn. & Office Equip. Repairs & Maint.	$5,000.00		

Created 11-13-14 at 4:49 pm

PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of Commissioners Court

FROM: Aerin-Renee Pfaffenberger, Budget Analyst

DATE: November 18, 2014

RE: Establishing New Budget for Revenue Received by Health and Human Services (HHS) related to Texas Gas Service – Share the Warmth

Pursuant to the FY 2015 Budget Rules, PBO submits new revenue budget adjustments for Commissioners Court approval. This budget adjustment totals $9,000 and establishes new budget in the Texas Gas Fund (Fund #2034).

This grant was approved by Commissioners Court on April 24th, 2012, and is automatically renewed on an annual basis. The FY 2015 reimbursements for this grant are not included in the Revenue Estimate or approved through the Grants process. Consequently, Court can expect to see similar revenue certification "new" budget adjustments for this purpose this fiscal year.

The memo from the County Auditor certifying the revenue is attached.

PBO recommends approval of this new revenue budget adjustment.

cc: Sherri Fleming, County Executive, HHSVS
Leroy Nellis, Acting County Executive, PBO
Dede Bell, Daniel Wilson, Patty Lennon, County Auditor's Office
Kathleen Haas, Lisa Glass, HHSVS
Travis Gatlin, Diana Ramirez, PBO
Jessica Rio, Budget Director, PBO

TRAVIS COUNTY
AUDITOR'S OFFICE

NICKI RILEY, CPA
COUNTY AUDITOR

TRAVIS COUNTY
ADMINISTRATION BUILDING
P.O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9125
FAX: (512) 854-9164

November 4, 2014

TO: Leroy Nellis, County Executive, Planning and Budget

FROM: Nicki Riley, County Auditor

SUBJECT: Certification of Revenue –Texas Gas Service – Share the Warmth

I hereby certify **$9,000.00** of as additional revenue to be used by Travis County Health & Human Services for the use on the Texas Gas Service – Share the Warmth grant.

These funds were awarded by Texas Gas Service and should be used as follows:

Local Grant # 800212
Fund # 2034
Amount: $ 9,000.00

Internal Order # 100423
Sponsor # 500034

In the past, it has been the procedure of the Commissioners' Court to increase the budget for the expenditures of these funds upon certification of revenue.

If you have any questions, please call Cynthia Sayles at 854-4233.

NR/cs

cc: Dan Wilson, Chief Asst. County Auditor, County Auditor
Aerin Pfaffenberger, Budget Analyst, PBO
Lisa Sindermann, Financial Analyst, Travis County Health & Human Services
Dede Bell, Financial Manager, County Auditor
Cynthia Sayles, County Auditor

GM Budget - Display Preposted Document used by PFAFFEA

Menu | Back | Exit | Cancel | System | Action Bar On | Create a new document | Release a document | Display Mode | Change Mode | Other Document | Check Document | Hold

Created 11-13-14 at 4:49 pm

Document Number: 1000003119 — Check OK

Header | Additional Information

Process	Enter	Currency	USD	Document Status	Preposted
Grant	800212	Document Date	11/07/2014	Reversal Status	Normal
GM Doc Type	B1	Budget Version	0	Budget Status	Released
Header Description	accept funding from Texas Gas			Reason Code	

List View | Hierarchy View

Line	Valid from Date	Valid to Date	Sponsored Program	Sponsored Class	Fund	Σ Net Amount	Posting Date	Text
Class Typ						9,000.00		
000010	04/01/2012	09/30/2015	100423	511410	2034	9,000.00	04/01/2012	
Class Typ						9,000.00		
000020	04/01/2012	09/30/2015	100423	410010	2034	9,000.00	04/01/2012	

New Revenue

Clear Amounts | Show One | Distribution off | Distribution | Automatic Distribution off

Line	FM Area	Fund	Sp...	Sponsored Class	Gra...	Va...	Va...	Σ Amount	Distribution Key	Commitment Item	Funds Center	Functional Area	Funded Program	Text
								18,000.00						
000010	1000	2034	10042	511410	2015	10/01	09/30	9,000.00	1	511410	1580110001	1530	100423	
000020	1000	2034	10042	410010	2015	10/01	09/30	9,000.00	1	410010	1580110001	1530	100423	

3

PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Commissioners Court

FROM: Alan Miller, Budget Analyst

DATE: November 4, 2014

RE: Request for funds from Interlocal Reserve to budget additional cost of the FY 2015 Combined Transportation, Emergency & Communications Center (CTECC)

Travis County participates with the City of Austin as well as TxDOT and Capital Metro in this collaborative effort benefiting public safety and public service. Emergency Services has finalized negotiations regarding the FY 2015 funding agreement for the CTECC program. The FY 2015 county contribution is $2,302,117 which is $374,478 higher than the FY 2014 amount.

The FY 2015 increase is primarily due to a onetime required information technologies system upgrade and improved data storage capacity totaling, $361,492. There is also an ongoing increase of $12,986 for a salary adjustment built into the budget for shared CTECC support staff. These staff are City of Austin Employees.

Since the amount for FY 2015 was not finalized at the time of the adoption of the FY 2015 Budget, the funds associated with this increase were budgeted in a special purpose reserve for interlocal agreements under the oversight of the Commissioners Court. The amount requested matches what was allocated to the reserve for the CTECC interlocal. PBO recommends approval of the attached amendment for the FY 2015 agreement.

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

Header Information for Entry Doc Number 400007331

Created 11-13-14 at 4:49 pm

Doc. Number	400007331	Doc. Status	Preposted	FM Area	1000		
Budget. Cate.	Payment	Doc.Year	2015	Doc.Date	Nov 4, 2014		
Value Type	Budget	Version	0	Doc.Type	TRAN		
Budget Type	1	Fiscal Year	2015	Year.Cash.Eff			
Process UI	TRAN	Process	SEND	Original.Applic.	BWB	Doc.Family	

Additionnal Data

		Creator	LEGOC	Creation Date	Nov 4, 2014	Creation Time	12:51:36
		Resp. Person	LEGOC X44855	Year Cohort		Public Law	

Header Text CTECC Contract Amount Held in Reserves

Legislation

TextName

Lines

Total Document 374,478 USD from Interlocal Reserve for CTECC.

Line	Fund	Budget Period	Funds Center	Comm.Item	FuncArea	Grant	Funded Program	Local Amount	Text Line
000001	0001		1980000000	580200	1120	NOT-RELEVANT	NON-FUNDED-PROGRAM	-374,478	CTECC Contract Amount in reserves
000002	0001		1470010001	511530	1320	NOT-RELEVANT	NON-FUNDED-PROGRAM	374,478	

Ali November 13, 2014

VR

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: Leah R. Henderson, Budget Analyst

DATE: November 6, 2014

RE: Request by PBO to Correct Erroneous Budget Item

During the FY 2015 budget process, the Commissioners Court approved an additional $977 within the Justice Court Technology Fund (0125) for Justice of the Peace, Precinct Two to purchase an annual subscription to Clear Investigator. Clear Investigator helps Precinct Two locate defendants' current addresses and provide proper notification of case settings and court orders to all parties as required by law. For FY 2015, the funds for this item were erroneously budgeted by PBO in Justice of the Peace Precinct Three's budget within the Justice Court Technology Fund.

PBO has spoken with staff from both Precinct Three and Precinct Two on this matter. Precinct Three has agreed to transfer the original $977 as a technical correction to Precinct Two's budget within the Justice Court Technology Fund.

PBO apologizes for the error and recommends approval of this transfer request.

cc: Leroy Nellis, Jessica Rio, Diana Ramirez, PBO
Judge Susan Steeg, Karen Barland, JP3
Judge Glenn Bass, Cindy Muller, Angelica Torres, JP2

Created 11-13-14 at 4:49 pm

Document 400007334 Status Preposted Document Year 2015

Header Data | Additional Data

Process: Transfer

Document type: TRAN (Budget Adjustm

Version: 0

Document Date: 11/06/2014

Payment Budget

Total Sender	977.00
Total Receiver	977.00

Sender

Fiscal Year: 2015 Period: All

Grant: NOT-RELEVANT NOT-RELEVANT

Receiver

Fiscal Year: 2015 Period: All

Grant: NOT-RELEVANT NOT-RELEVANT

Payment Budget

Lines

Master Data | Split | Key Fig.

Line	-/+	Cmmt Item	Commitment Item Name	Funds Center	Fund	F.Ar	Funded Program	Type	Amount (USD)	DK	Text
000001	-	510310	Software	1280020125	0125	1210	NON-FUNDED-PROGRAM	1	977.00	1	TRANSFER TO JP2 G
000002	+	511900	Oth Sv	1270020125	0125	1210	NON-FUNDED-PROGRAM	1	977.00	1	TRANSFER FROM JP

7

PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of Commissioners Court

FROM: Aerin-Renee Pfaffenberger, Budget Analyst

DATE: November 18, 2014

RE: Request to Fund Reclassification of Tax Managers from Allocated Reserves

The Tax Office is requesting Commissioners Court approval of a transfer of $15,108 from the Allocated Reserve for a portion of the cost to reclassify two Tax Supervisor positions to the newly created Tax Manager job title. The Tax Manager job title was approved by Commissioners Court on November 4, 2014. This job title was created as part of the on-going Tax Office reorganization plan. The office has worked with HRMD to create a necessary level of middle management to oversee programs and ensure financial control and accountability. The Tax Manager position was approved at Pay Grade 24 on the Classified Pay Scale, while the Tax Supervisor position is a Pay Grade 20, a difference of $15,108.

The cost to fund both reclassifications is $30,215. While the Tax Office does not have sufficient flexibility on an ongoing basis to fund both position changes internally, the office has agreed to internally fund the cost of one of the reclassifications. PBO confirms that the Tax Office has sufficient ongoing savings to fund the cost of reclassifying one position from Pay Grade 20 to Pay Grade 24, a cost of $15,107. The department has experienced some retirements and has hired the replacements at lower salaries, resulting in permanent salary savings.

During the FY 2015 budget process, PBO recommended two Tax Supervisor positions for the office, one in the Property Tax division and another in the Motor Vehicle division. These positions, two of four positions received in the FY 2015 budget, reflect a recommendation from the Auditor's Office that was intended to help alleviate a number of internal control weaknesses and risks associated with the operations of the Property Tax and Motor Vehicles Divisions. The Tax Office proposed a manager job description that had not yet been completed by HRMD or approved by Commissioners Court before the budget process. PBO and the HRMD Compensation Manager agreed to work with the Tax Office to complete the job description and work with the Tax Office on a future reclassification if such action was deemed appropriate.

The HRMD item on this Agenda includes the recommended reclassification of two positions from Tax Supervisor to Tax Manager.

PBO concurs with the HRMD recommendation of the Tax Manager position, and also with the Auditor's Office comments regarding the Tax Manager position. The Tax Office commitment to internally fund the reclassification of one of the two reclassifications is consistent with other actions recommended by PBO in the past.

PBO recommends approval of this request.

cc: The Honorable Bruce Elfant, Travis County Tax Assessor-Collector
Leroy Nellis, Interim County Executive, PBO
Nicki Riley, Travis County Auditor
Debbie Maynor, Director, HRMD
Travis Gatlin, Diana Ramirez, PBO
David Jungerman, County Auditor's Office
Todd L. Osborn, HRMD
Jessica Rio, Budget Director, PBO

BRUCE ELFANT
TAX ASSESSOR - COLLECTOR
VOTER REGISTRAR

MEMORANDUM

November 4, 2014

TO: Travis County Commissioners' Court

FROM: Bruce Elfant, Tax Assessor-Collector & Voter Registrar

RE: Risk Assessment Actions / Tax Manager Position

In September the Auditor's office provided a preliminary risk assessment memo covering the Motor Vehicles and Property Tax Divisions of the Tax Office. Certain recommendations were made at that time to add four new positions with the purpose of improving the control environment. The following is quoted from the Auditor's memo:

"An additional middle management position in the Motor Vehicles Division focused on oversight and review at the satellite locations.

An additional middle management position with the Property Tax Division responsible for oversight and review of the tax sales functional area.

An additional internal auditor position acting as a third-party reviewer of cash controls, collections, tax sales, refunds, account adjustments, inventory, and disbursements.

A systems support position tasked primarily with report writing for the Property Tax and Motor Vehicles systems to support division management."

We are in the process of hiring the internal auditor and systems support positions. With regard to the middle management position, the Tax Office budget included a request to approve a new job description, Tax Manager. This position is a middle management slot that manages Tax Supervisors and reports to Directors. Funding through the budget process did not meet the pay grade 24 requirements for Tax Manager. As a result, the Tax Office proposes to use permanent salary savings and funding approved by the court to make up the difference in pay grades.

After providing the preliminary risk assessment memo, the Auditor issued a full scale report on Motor Vehicle operations. Throughout the process of working with the Auditor's office we have requested specific information to reduce risk and tighten internal controls. We recognize and value the fact that the Auditor's comments and recommendations in the report call for very specific actions. We are currently addressing and implementing each one and will respond in writing with details. With regard to oversight and review of satellite operations, for example, supervisors who oversee satellite operations will now spend two days each week at the satellite office. Obviously this is not a cost-efficient, long-term solution for satellite internal controls. In the long term we recommend expanding satellite operations and moving more employees to each location to address the growing demand.

When the detailed report on Property Tax operations becomes available, we will conduct a thorough review and address each item as in the Motor Vehicles report.

TRAVIS COUNTY
AUDITOR'S OFFICE

NICKI RILEY, CPA
COUNTY AUDITOR

TRAVIS COUNTY
700 LAVACA, 12TH FLOOR
P.O. BOX 1748
AUSTIN, TX 78767
(512) 854-9125
FAX: (512) 854-9164

To: Aerin Pfaffenberger, Planning and Budget Office

From: David Jungerman, Risk Evaluation and Consulting Division

Date: November 4, 2014

Subject: New Tax Office Positions

In September of 2014, the Auditor's Office recommended that the Tax Office receive four additional positions in the budget process to help alleviate a number of internal control weaknesses and risks associated with the operations of the Property Tax and Motor Vehicles Divisions. These positions included an additional tax supervisor for the Motor Vehicles Division focused on oversight and review at the satellite locations and an additional tax supervisor for the Property Tax Division responsible for oversight and review of the tax sales functional area.

All four requested positions were granted during the budget process; the Tax Office has now requested that the two Tax Supervisor positions be reclassified as Tax Managers. The Auditor's Office does not have an issue with these reclassifications, assuming that the overall goals for these positions – increased management at the satellite locations and improved controls for tax sales – are achieved.

Please contact me at X47829 if you have any questions or concerns.

cc: Bruce Elfant, Travis County Tax Assessor/Collector

Header Information for Entry Doc Number 400007365

Created 11-13-14 at 4:49 pm

Doc. Number	400007365	Doc. Status	Preposted	FM Area	1000		
Budget. Cate.	Payment	Doc.Year	2015	Doc.Date	Nov 10, 2014		
Value Type	Budget	Version	0	Doc.Type	TRAN		
Budget Type	1	Fiscal Year	2015	Year.Cash.Eff			
Process UI	TRAN	Process	SEND	Original.Applic.	BWB	Doc.Family	

Additionnal Data

		Creator	PFERTNK	Creation Date	Nov 10, 2014	Creation Time	08:34:46
		Resp. Person		Year Cohort		Public Law	
Header Text	Commissioners Court Agenda 11/18/14			Legislation			
TextName							

Lines

Total Document 15,108 USD from Allocated Reserve

Line	Fund	Budget Period	Funds Center	Comm.Item	FuncArea	Grant	Funded Program	Local Amount	Text Line
000001	0001		1980000000	580010	1120	NOT-RELEVANT	NON-FUNDED-PROGRAM	-15,108	Comm Court Agenda 11/18/14
000002	0001		1080030001	500050	1130	NOT-RELEVANT	NON-FUNDED-PROGRAM	15,108	

November 13, 2014

3

PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

November 5, 2014

To: Commissioners Court

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

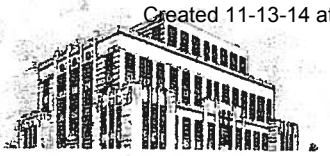
Re: Network End of Life Equipment

The FY 2015 Adopted Budget includes an earmark on the Capital Acquisitions Resources (CAR) Reserve for $200,000 for any network equipment for Information Technology Services (ITS) that may be at end of life and require replacement. ITS is requesting $140,945 of that earmark for replacement firewall security equipment. This equipment is critical for the information security infrastructure of the County and will be used in conjunction with ITS' managed security services initiative. The department will also be utilizing $250,139 from a FY 2014 funds reservation designated for network equipment for this purchase.

PBO recommends approval of this transfer. The remaining $59,055 of the earmark should remain in place for any additional network infrastructure needs that may be identified later in the fiscal year.

CC: Tanya Acevedo, Chief Information Officer
Walter LaGrone, ITS
Randy Lott, ITS
Sheryl Holder, ITS
Leroy Nellis, County Executive for Planning & Budget
Jessica Rio, PBO
Diana Ramirez, PBO

Created 11-13-14 at 4:49 pm



Travis County Courthouse, Austin, Texas

TRAVIS COUNTY INFORMATION TECHNOLOGY SERVICES
700 Lavaca, Suite 501A, Austin, Tx 78701 (512) 854-9666 Fax (512)854-4401

Date: October 29, 2014

To: Katie Gipson, PBO

From: Tanya Acevedo, Chief Information Officer

Subject: Request Transfer from CAR Reserves for FY15 Network End of Life Equipment

---

During the FY15 budget process, the Commissioners Court approved an earmark of $200,000 for Network End of Life Equipment. These funds were to be used as ITS identified specific equipment items that needed to be replaced in FY15.

Travis County's network firewall equipment, which provides the first layer of digital security, is now end of life. ITS is requesting $140,945 of the $200,000 that was approved. Shown below is the list of items that will be replaced:

Description	Model #	PO#	Purchase Date
Ethernet Switch	WS-C3550-48	262502	08/13/03
Ethernet Switch	WS-C3550-24	293853	11/05/04
Security Appliance	PIX-515	293134	10/08/04
Security Appliance	PIX-515	293134	10/08/04
Ethernet Switch	WS-C3550-24	293048	10/25/04
Security Appliance	PIX-515	293853	11/05/04
Ethernet Switch	WS-C3550-24	293048	10/25/04
Security Appliance	PIX-515	317875	10/11/05

The cost to replace the firewall equipment is $391,084. ITS will use $250,139 from rolled over FY14 Network End of Life to supplement this purchase.

CC: Leroy Nellis, Acting County Executive for Planning and Budget
Diana Ramirez, PBO
Walter LaGrone, Brunilda Cruz, ITS

Attachment: Quote

Created 11-13-14 at 4:49 pm

Future Com

For the ultimate sense of security.

DIR

Quote Name	Palo Alto
DIR Contract #	DIR-SDD-1887

Quotation Information for

Contact Name	Dain Herbat
Account Name	Travis County
Account Address	501 W. 11th St. Austin, TX , 78767
Phone	512-854-8688
Email	dain.herbat@co.travis.tx.us

Quote Number	00266555
Created Date	10/28/2014
Prepared By	Misty Muniga
E-mail	misty.muniga@fcltd.net
Expiration Date	11/24/2014

Qty	Cust Part Number	Line Item Description	Sales Price Per Unit	Ext. Sales Price ($)
6	TCFC5050	5050 redun AC ps 120GB SSD drive	$32,207.34	$193,244.04
6	TCFC5050-TP-HA	TP SUB HA Year 1	$7,350.00	$44,100.00
6	TCFC5050-WF-HA	WF SUB HA Year 1	$7,350.00	$44,100.00
2	TCFC5050-URL4-HA	URLF SUB HA Year 1	$7,349.98	$14,699.96
6	TCFC-Premium 5050	Prem Supp 1 Year TCFC5050	$9,520.00	$57,120.00
8	TCFC-SFP-PLUS	SR SFP+ 10GigE trans	$1,027.50	$8,220.00
160	PSFC-TM-PALOALTO	Future Com Professional Services – Palo Alto (Executed Statement of Work required to begin services)	$185.00	$29,600.00

Payment Terms	Net 30	Shipping and Handling	$0.00
		Grand Total	$391,084.00

FutureCom and Quote Terms Information

Cash price, as a convenience to you, we accept select credit cards subject to a convenience fee.

Thank you for this opportunity to submit our quotation for your review. We hope to be favored by your order. Upon execution thereof, the order should be made out to Future Com and emailed or faxed to the following:

Fax: 817-510-1159
Email: orders@fcltd.net

Toll Free: 888-710-5250

Purchase Order requirement:

- Terms subject to credit approval, 500 minimum amount past due amounts accrue interest daily
- Quantity, Part #, Product, Price
- PO Number, PO Date, Payment Terms
- Ship-to, Bill-to addresses, Phone #'s, Contacts
- Signature of authorized agent (if place for signature)
- Applicable Sales Tax/Tax Exempt ID #
- Minimum shipping is $35.00
- Restocking fee is 15%

Future Com is the national leader in security and network management solutions. Through forward thinking, we are our customer's best provider of products and services. We consistently exceed the expectations of our customers and our strategic partners. We are the best in the industry.

Created 11-13-14 at 4:49 pm

Future Com

For the ultimate sense of security.

Quote Name	Palo Alto
DIR Contract #	DIR-SDD-1887

807 Forest Ridge Dr.
Suite 105
Bedford, TX 76022
US

Future Com is the national leader in security and network management solutions. Through forward thinking, we are our customer's best provider of products and services. We consistently exceed the expectations of our customers and our strategic partners. We are the best in the industry.

Header Information for Entry Doc Number 400007361

Created 11-13-14 at 4:49 pm

Doc. Number	400007361	Doc. Status	Preposted	FM Area	1000		
Budget. Cate.	Payment	Doc.Year	2015	Doc.Date	Nov 4, 2014		
Value Type	Budget	Version	0	Doc.Type	TRAN		
Budget Type	3	Fiscal Year	2015	Year.Cash.Eff			
Process UI	TRAN	Process	SEND	Original.Applic.	BWB	Doc.Family	

Additionnal Data

		Creator	HOLDERS	Creation Date	Nov 4, 2014	Creation Time	13:18:31
		Resp. Person		Year Cohort		Public Law	
Header Text	Replace Network EOL Equipment (Firewalls)			Legislation			
TextName							

Lines

Total Documen. $140,945 USD earmarked funds

Line	Fund	Budget Period	Funds Center	Comm.Item	FuncArea	Grant	Funded Program	Local Amount	Text Line
000001	0001		1980000000	580070	1120	NOT-RELEVANT	NON-FUNDED-PROGRAM	-140,945	Replace Network EOL Equipment (Firewalls)
000002	0001		1128000001	520050	1110	NOT-RELEVANT	601424	132,725	Replace Network EOL Equipment (Firewalls)
000003	0001		1128000001	510070	1110	NOT-RELEVANT	601424	8,220	Replace Network EOL Equipment (Firewalls)

Ari November 13, 2014

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PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

November 7, 2014

To: Commissioners Court

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

Re: South Congress building purchase

On October, 14, 2014 Commissioners Court approved the purchase of a building at 2538 South Congress Boulevard. The negotiated purchase price is $2,700,000. Facilities Management is also requesting an additional $325 for closing costs. The closing is expected to occur in December. At the time of the Commissioners Court discussion, the Allocated Reserve was identified as the funding source.

PBO recommends approval of this transfer.

CC: Leroy Nellis, County Executive for Planning & Budget
Roger El-Khoury, Facilities Management Director
Amy Draper, FMD
Jessica Rio, PBO
Diana Ramirez, PBO

Created 11-13-14 at 4:49 pm

FACILITIES MANAGEMENT DEPARTMENT

Roger A. El Khoury, M.S., P.E., Director

1010 Lavaca St. Suite 400 • P.O. Box 1748, Austin, Texas 78767 • Phone: (512) 854-9661 • Fax: (512) 854-9226

RECEIVED
14 NOV -7 AM 11:08
TRAVIS COUNTY
PLANNING & BUDGET OFFICE

MEMORANDUM

Project No: Real Estate
File: 102

TO: Jessica Rio, Budget Director, Planning and Budget Office

FROM: Roger A. El Khoury, M.S., P.E., Director

DATE: November 6, 2014

SUBJECT: Funding Issue – Purchase and Closing Costs
2538 S. Congress Avenue

The Commissioners Court on October 14, 2014, item 32, approved proceeding with the purchase of the property located at 2538 S. Congress Avenue. The purchase price is $2,700,000 with estimated closing costs of $325. Facilities Management Department has loaded Budget Adjustment (BA) # 400007308 in the system to provide the necessary $2,700,325 to allow the closing to occur on the property. Please process this BA to appear for Commissioners Court approval on November 18, 2014. The purchase agreement does include a lease back for 60 days at $25,000 per month, which will initiate at closing.

Please direct any questions on this request to Amy Draper at 49040. Thank you for your assistance with this request.

COPY TO:
Leroy Nellis, Acting County Executive, PBO
John Carr, Administrative Director, FMD
Amy Draper, CPA, Financial Manager, FMD
Christopher Gilmore, County Attorney's Office

RECEIVED
TRAVIS COUNTY
2014 NOV -7 AM 11:06
PURCHASING
OFFICE

Header Information for Entry Doc Number 400007308

Created 11-13-14 at 4:49 pm

Doc. Number	400007308	Doc. Status	Preposted	FM Area	1000		
Budget. Cate.	Payment	Doc.Year	2015	Doc.Date	Nov 6, 2014		
Value Type	Budget	Version	0	Doc.Type	TRAN		
Budget Type	1	Fiscal Year	2015	Year.Cash.Eff			
Process UI	TRAN	Process	SEND	Original.Applic.	BWB	Doc.Family	

Additionnal Data

		Creator	DRAPERA	Creation Date	Nov 6, 2014	Creation Time	09:37:52
		Resp. Person	A DRAPER 49040	Year Cohort		Public Law	
Header Text	Funds to purchase 2538 S Congress property			Legislation			
TextName							

Lines

Total Document $2,700,325 USD from allocated Reserve

Line	Fund	Budget Period	Funds Center	Comm.Item	FuncArea	Grant	Funded Program	Local Amount	Text Line
000001	0001		1980000000	580010	1120	NOT-RELEVANT	NON-FUNDED-PROGRAM	-2,700,325	Funds to purchase 2538 S Congress property
000002	0001		1140110000	522020	1140	NOT-RELEVANT	601441	2,700,325	Funds to purchase 2538 S Congress property

November 13, 2014

PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of Commissioners Court

FROM: Aerin-Renee Pfaffenberger, Budget Analyst AP

DATE: November 18, 2014

RE: Request to Transfer Funds from Overtime Budget to Operating for Tax Office Voter Division

The Tax Office is requesting Commissioners Court approval to transfer $5,000 from the personnel budget (Overtime) to the operating budget (Office Supplies).

Per Travis County Budget Rules, PBO is not authorized to automatically approve the transfer of funds from the personnel budget to operating, and this budget transaction is therefore being presented to Commissioners Court for approval.

Historically, the Tax Office has used the flexibility given to their office during the budget process to increase or decrease the Voter Registration Division personnel and operating budgets based in projected needs for the upcoming fiscal year. The office did not transfer the necessary funds during the budget process and now seeks to move the money from personnel to operating to purchase supplies for the next election cycle. During the FY 2016 budget process, the Tax Office will have the opportunity to return the funds to the personnel budget to pay for anticipated staff overtime for scheduled elections that will take place in FY 2016.

PBO recommends approval of this request.

cc: The Honorable Bruce Elfant, Travis County Tax Assessor-Collector
Leroy Nellis, Interim County Executive, PBO
Travis Gatlin, Diana Ramirez, PBO
Dee Lopez, Tax Office
Tina Morton, Deputy Tax Assessor
Jessica Rio, Budget Director, PBO

Created 11-13-14 at 4:49 pm

BRUCE ELFANT

TAX ASSESSOR - COLLECTOR
VOTER REGISTRAR

November 7, 2014

Memo To: Aerin-Renee Pfaffenberger, PBO

From: Dee Lopez, Tax Office

Re: FY 2015 Transfer of Funds

During each even-numbered year (FY14), the overtime line item contains $11,360 needed for anticipated staff overtime to work five scheduled elections during Primary and General election cycles. In odd-numbered years (FY15), I typically move $5000 to office supplies during the budget period to prepare for the next Primary year election cycle. Moving the funds between funding years is a management strategy to plan and prepare for the necessary expenditures that we encounter during heavy election years.

Today, I verified that the funds were not moved during the FY 15 budget period. Therefore, I request your assistance to transfer $5000 from the following line items -

From: Fund Center 1080080001, Commitment Item 502010, Overtime

To: Fund Center 1080080001, Commitment Item 511540, Office Supply

Feel free to contact me at 49203 at any time if you need additional information to process this request.

Thanks for your help!

CC: Tina Morton, Tax Office

5501 AIRPORT BLVD., AUSTIN, TEXAS 78751 512 854-9473 BRUCE.ELFANT@CO.TRAVIS.TX.US

Header Information for Entry Doc Number 400007373

Created 11-13-14 at 4:49 pm

Doc. Number	400007373	Doc. Status	Preposted	FM Area	1000		
Budget. Cate.	Payment	Doc.Year	2015	Doc.Date	Nov 10, 2014		
Value Type	Budget	Version	0	Doc.Type	TRAN		
Budget Type	1	Fiscal Year	2015	Year.Cash.Eff			
Process UI	TRAN	Process	SEND	Original.Applic.	BWB	Doc.Family	

Additionnal Data

	Creator	PFERTNK	Creation Date	Nov 10, 2014	Creation Time 16:58:30
	Resp. Person		Year Cohort		Public Law
Header Text	Comm Court Agenda for 11/18/14		Legislation		
TextName					

Lines

Total Document 5,000 USD internal transfer

Line	Fund	Budget Period	Funds Center	Comm.Item	FuncArea	Grant	Funded Program	Local Amount	Text Line
000001	0001		1080080001	502010	1130	NOT-RELEVANT	NON-FUNDED-PROGRAM	-5,000	Comm Court 11/18/14 agenda
000002	0001		1080080001	511540	1130	NOT-RELEVANT	NON-FUNDED-PROGRAM	5,000	

November 13, 2014

24

Allocated Reserve Status (580010)
Created 11-13-14 at 4:49 pm

Amount	Dept Transferred Into	Date	Explanation
15,227,297.00			Beginning Balance
899.71	Allocated Reserves	10/3/14	Liquidated Purchase Orders - Various
2,205.31	Allocated Reserves	10/8/14	Liquidated Purchase Orders - Various
45,514.33	Allocated Reserves	10/20/14	Liquidated Purchase Orders - Various
(224,412.00)	Med Examiner/ITS	10/21/14	Deputy Medical Examiner II position
12,059.87	Allocated Reserves	10/27/14	Liquidated Purchase Orders - Various
(100,000.00)	HHS	10/28/14	Correction from FY 2014 for AISD Family Res. Ctr. Contract
(249,833.00)	General Administration	11/4/14	Appraisal District Fee Increase
18,693.77	Allocated Reserves	11/19/14	Liquidated Purchase Orders - Various
14,732,424.99	**Current Balance**		

Possible Future Expenses Against Allocated Reserve Previously Identified:

	Explanation
($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)	Emergenciy 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
($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 - Work Order System Additional Funding
($500,000)	Transportation and Natural Resources - Road Maintenance Operating Supplement
($160,000)	Transportation and Natural Resources - MCE Fleet Non-Fuel Line Items
($50,000)	Transportation and Natural Resources - Park Forestry Services
($40,227)	Transportation and Natural Resources - Transit Pass Program
($250,000)	Undesignated - 450th District Court Start-Up Costs
($200,000)	Undesignated - Contracted Security Services
($6,921,797)	**Total Possible Future Expenses (Earmarks)**

$7,810,628 Remaining Allocated Reserve Balance After Possible Future Expenditures

Capital Acquisition Resources Account Reserve Status (580070)

CAR RESERVE TRANSFERS

Amount	Dept Transferred Into	Date	Explanation
2,572,379			Beginning Balance
(500,000)	TNR	10/14/14	Hamilton Pool Road
2,072,379	**Current Reserve Balance**		

Possible Future Expenses Against CAR Reserves Previously Identified:

Amount	Explanation
($70,000)	Civil Courts - Audio Visual and Judges Workbench
($200,000)	Information Technology Services - Netwok End of Life Equipment
($400,000)	Juvenile Probation - Master Plan Phase II
($100,000)	Transportation and Natural Resources - Sidewalks - ADA Upgrades
($50,000)	Transportation and Natural Resources - Guardrail - New Installations
($192,750)	Transportation and Natural Resources - Failing Vehicles
($7,200)	Transportation and Natural Resources - Sandy Creek Park Proceeds
($1,019,950)	Total Possible Future Expenses (Earmarks)
$1,052,429	***Remaining CAR Reserve Balance After Possible Future Expenditures***

Reserve for Emergencies and Contingencies Status (580120)

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

Fuel & Utilities Reserve Status (580130)

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

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

Amount	Dept Transferred Into	Date	Explanation
798,779.00			Beginning Balance
$798,779	**Current Reserve Balance**		

Juvenile Justice Reserve Status (580260)

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

Smart Building Maintenance Reserve Status (580240)

Amount	Dept Transferred Into	Date	Explanation
363,033.00			Beginning Balance
$363,033	**Current Reserve Balance**		

Reserve for Replacement of Integrated Justice Systems Status (580160)

Amount	Dept Transferred Into	Date	Explanation
5,047,525.00			Beginning Balance
$5,047,525	**Current Reserve Balance**		

Reserve for State Funding Cuts Status (580310)

Amount	Dept Transferred Into	Date	Explanation
500,000.00			Beginning Balance
$500,000	**Current Reserve Balance**		

STAR Flight Maintenance Reserve Status (580320)

Amount	Dept Transferred Into	Date	Explanation
992,259.00			Beginning Balance
$ 992,259	**Current Reserve Balance**		

Reserve for Interlocal Agreements Status (580200)

Amount	Dept Transferred Into	Date	Explanation
2,147,424.00			Beginning Balance
$2,147,424	**Current Reserve Balance**		

Annualization Reserve (580200)

Amount	Dept Transferred Into	Date	Explanation
714,606.00			Beginning Balance
$714,606	**Current Reserve Balance**		

Sheriff's Office Overtime Reserve Status (580330)

Amount	Dept Transferred Into	Date	Explanation
1,715,000.00			Beginning Balance
$1,715,000	**Current Reserve Balance**		

Future Grants Requirements Reserve (580140)

Amount	Dept Transferred Into	Date	Explanation
550,000.00			Beginning Balance
$550,000	**Current Reserve Balance**		

Unallocated Reserve Status (580015)

Amount	Dept Transferred Into	Date	Explanation
71,722,124.00			Beginning Balance
(12,500,000.00)	TNR	9/30/14	Reimbursement Resolution for St Hwy 45 SW between Loop 1 (MOPAC) and FM 1626
$ 59,222,124	**Current Reserve Balance**		

Travis County Commissioners Court Agenda Request

Meeting Date: 11/18/2014, 9:00 AM, Voting Session
Prepared By/Phone Number: Victoria Ramirez, Planning and Budget, 854-6039
Elected/Appointed Official/Dept. Head: Jessica Rio, Budget Director, Planning and Budget
Commissioners Court Sponsor: Judge Samuel T. Biscoe

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

A. New contract with the Office of the Governor, Criminal Justice Division for the Streamlining Assessment Practices to Improve Youth Substance Abuse Outcomes Program in the Juvenile Probation Department;
B. Annual contract with the Office of the Governor, Criminal Justice Division, to continue Residential Substance Abuse Treatment Program in the Juvenile Probation Department;
C. Annual contract with the Office of the Governor, Criminal Justice Division, to continue the Trauma Informed Assessment and Response Program in Juvenile Probation Department; and
D. Annual contract with the Office of the Governor, Criminal Justice Division, to continue The Eagle Soars program in Juvenile Probation Department.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Item A is the first year of a new grant program with the Office of the Governor, Criminal Justice Division to purchase evidence-based assessment instruments and follow-up tools as well as provide additional training for staff. The original application was approved on February 18, 2014.

Items B, C, & D are grant renewals for existing programs.

STAFF RECOMMENDATIONS:

PBO recommends approval.

ISSUES AND OPPORTUNITIES:

Additional information is provided on the grant summary sheets.

FISCAL IMPACT AND SOURCE OF FUNDING:

Only Item B has a County match requirement, which is met through existing departmental resources. No new funding is required.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office	Jessica Rio
County Judge's Office	David Salazar

11/18/2014

Created 11-13-14 at 4:49pm

GRANT APPLICATIONS, CONTRACTS, AND PERMISSIONS TO CONTINUE
FY 2015

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

	Dept.	Grant Title	Grant Period	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	PBO Notes	Auditor's Assessment	Page #
Contracts												
A	145	Streamlining Assessment Practices to Improve Youth	09/01/14 - 08/31/15	$74,996	$0	$0	$0	$74,996	0.00	R	MC	5
B	145	Residential Substance Abuse Treatment	10/01/14 - 09/30/15	$184,310	$61,437	$0	$0	$245,747	2.90	R	MC	18
C	145	Trauma Informed Assessment and Response	09/01/14 - 08/31/15	$74,998	$0	$0	$0	$74,998	0.50	R	MC	32
D	145	The Eagle Soars	09/01/14 - 08/31/15	$74,337	$0	$0	$0	$74,337	0.00	R	MC	46

PBO Notes:

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

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

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

FY 2015 Grant Summary Report
Grant Applications Approved by Commissioners Court

The following is a list of grants for which application has been submitted since October 1, 2014, and the notification of award has not yet been received.

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
158	Emergency Food and Shelter Program Phase 32	07/01/14 - 05/31/15	$25,000	$0	$0	$0	$25,000	0.00	10/28/2014
124	Formula Grant - Indigent Defense Program	10/01/14 - 09/30/15	$888,548	$0	$0	$0	$888,548	0.00	10/28/2014
158	Travis County CAPITAL AmeriCorps Project	08/01/15 - 07/31/16	$304,510	$516,763	$0	$0	$821,273	32.50	11/7/2014
**Amended from original agreement.*			$1,218,058	$516,763	$0	$0	$1,734,821	0.00	

Created 11-13-14 at 4:49 pm

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FY 2015 Grant Summary Report
Grant Contracts Approved by Commissioners Court

The following is a list of grants that have been received by Travis County since October 1, 2014.

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
145	Community Partners for Children Coordinator	09/01/14 - 08/31/15	$81,868	$0	$0	$0	$81,868	1.00	10/14/2014
145	Travis County Juvenile Treatment Drug Court - SAMHSA/CSAT*	09/30/13 - 09/29/15	$227,670	$0	$0	$0	$227,670	0.00	10/14/2014
145	Travis County Juvenile Treatment Drug Court - OJJDP*	10/01/10 - 01/31/15	$424,979	$0	$141,667	$0	$566,646	2.50	10/14/2014
158	Retired and Senior Volunteer Program (DADS)	09/01/14 - 08/31/15	$14,282	$0	$0	$0	$14,282	0.00	10/21/2014
142	Drug Diversion Court	09/01/14 - 08/31/15	$132,586	$0	$0	$0	$132,586	1.00	10/28/2014
137	State Criminal Alien Assistance Program - SCAAP 14	07/01/12 - 06/30/13	$344,003	$0	$0	$0	$344,003	0.00	10/28/2014
158	Low-Income Home Energy Assistance Act Weatherization Assistance Program (LIHEAP)*	01/01/14 - 12/31/14	$810,134	$0	$0	$0	$810,134	0.00	10/28/2014
119	Family Violence Accelerated Prosecution Program	09/01/14 - 08/31/15	$85,874	$34,217	$0	$17,088	$137,179	2.23	10/28/2014
145	Texas Department of Agriculture - Direct Certification Award	11/01/14 - 10/31/15	$274	$0	$0	$0	$274	0.00	10/28/2014
145	Enhancing Services for Victims of Crime	09/01/14 - 08/31/15	$66,761	$16,690	$0	$0	$83,451	1.20	11/4/2014
145	Juvenile Accountability Block Grant (JABG) Local Assessment Center	09/01/14 - 08/31/15	$47,903	$5,323	$0	$0	$53,226	0.59	11/4/2014
145	National School Lunch/Breakfast Program and USDA Equipment Grant	09/30/14 - 09/30/15	$8,528	$0	$0	$0	$8,528	0.00	11/4/2014
158	Parenting in Recovery II*	09/30/13 - 09/29/15	$618,816	$259,000	$0	$0	$877,816	2.00	11/4/2014
145	Drug Court and In-Home Family Services	09/01/14 - 08/31/15	$159,616	$17,735	$0	$0	$177,351	1.80	11/4/2014
			$3,023,294	$332,965	$141,667	$17,088	$3,515,014	12.32	

**Amended from original agreement.*

Created 11-13-14 at 4:49 pm

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FY 2015 Grants Summary Report
Permissions to Continue Approved by Commissioners Court

Dept	Name of Grant	Grant Term per Application	*Amount requested for PTC* Personnel Cost	Operating Transfer	Total Request	Filled FTEs	PTC Expiration Date	Cm. Ct. PTC Approval Date	Has the General Fund been Reimbursed?
158	Comprehensive Energy Assistance Program**	01/01/14 - 12/31/14	$63,805	$500,000	$563,805	7.00	3/31/2014	12/10/2013	No
158	Low Income Home Energy Assistance Act Weatherization Assistance Program**	01/01/14 - 03/31/14	$0	$200,000	$200,000	0.00	6/30/2014	4/8/2014	No
158	AmeriCorps	08/01/14 - 07/31/15	$76,112	$0	$76,112	4.00	9/30/2014	6/24/2014	No
142	Drug Diversion Court	09/01/14 - 08/31/15	$5,279	$0	$5,279	1.00	10/31/2014	7/29/2014	No
145	Trauma Informed Assessment and Response Program	09/01/14 - 08/31/15	$8,930	$0	$8,930	0.50	11/30/2014	8/12/2014	No
145	Juvenile Accountability Block Grant (JABG) Local Assessment Center	09/01/14 - 08/31/15	$15,123	$0	$15,123	0.50	11/30/2014	8/12/2014	No
145	Enhancing Services for Victims of Crime	09/01/14 - 08/31/15	$15,475	$0	$15,475	1.00	11/30/2014	8/12/2014	No
145	Community Partners for Children Coordinator	09/01/14 - 08/31/15	$17,373	$0	$17,373	1.00	11/30/2014	8/12/2014	No
119	Family Violence Accelerated Prosecution Program	09/01/14 - 08/31/15	$13,160	$0	$13,160	1.00	10/31/2014	8/26/2014	No
145	Residential Substance Abuse Treatment (RSAT) Program	10/01/14 - 09/30/15	$16,263	$0	$16,263	1.00	12/1/2014	9/9/2014	No
	Totals		$1,064,737	$707,300	$1,772,037	148.17			

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

Created 1-13-14 at 4:49 pm

Created 7/8/14 at 4:49 pm

TRAVIS COUNTY

FY 14 GRANT SUMMARY SHEET

Contract #:

SAP #:

Check One:	Application Approval: ☐	Permission to Continue: ☐
	Contract Approval: ☑	Status Report: ☐
Check One:	Original: ☑	Amendment: ☐
Check One:	New Grant: ☑	Continuation Grant: ☐
Department/Division:	Juvenile Probation	
Contact Person/Title:	Maya Duff/Grant Coordinator	
Phone Number:	512-854-7046	

Grant Title:	Streamlining Assessment Practices to Improve Youth Substance Use Outcomes			
Grant Period:	From:	Sep 1, 2014	To:	Aug 31, 2015
Fund Source:	Federal: ☑	State: ☐	Local: ☐	
Grantor:	Office of the Governor, Criminal Justice Division			
Will County provide grant funds to a sub-recipient?	Yes: ☐	No: ☑		
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: ☑	No: ☐		
Originating Grantor:	United States Department of Justice			

Budget Categories	Grant Funds	County Cost Share	***Budgeted County Contribution #595010 (Cash Match)***	In-Kind	**TOTAL**
Personnel:	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Operating:	$ 73,525.00	$ 0.00	$ 0.00	$ 0.00	$ 73,525.00
Capital Equipment:	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Indirect Costs:	$ 1,470.50	$ 0.00	$ 0.00	$ 0.00	$ 1,470.50
Totals:	$ 74,995.50	$ 0.00	$ 0.00	$ 0.00	$ 74,995.50
FTEs:	0.00	0.00	0.00	0.00	0.00

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

Department	Review	Staff Initials	Comments
County Auditor	☒	CS	
County Attorney	☒	JK	

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Performance Measures					
#	Measure	Actual FY 12 Measure	Actual FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
+ -	Applicable Departmental Measures				
1.	Number of program youth referred				2,196
2.	Number of program youth screened/assessed				1,905
3.	Number of program youth served				1,905
+ -	Measures for the Grant				
1.	Number of program youth completing program requirements				1,905
	Outcome Impact Description	Number of youth assessed by the new screener.			
2.	Number of youth complying with an aftercare plan				0
	Outcome Impact Description	No aftercare plan is involved with this grant.			
3.	Number of program youth exhibiting a decrease in substance use				0
	Outcome Impact Description	This project is for assessment; no substance use decreases will be tracked.			
4.	Number of youth who offend or reoffend				416
	Outcome Impact Description	Number of youth recidivating.			

PBO Recommendation:

The Juvenile Probation Department is seeking Commissioners Court approval of grant award from the Office of the Governor, Criminal Justice Division for a new program, "Streamlining Assessment Practices to Improve Youth Substance Use Outcomes." With this project, the department will purchase evidence-based assessment instruments and follow-up tools and offer strategic training for staff members that will help firm up the departments' process of screening and referral for youth with potential substance use problems. The total grant is $74,995.50, which includes a 2% indirect cost allocation of $1,470.50.

The grant does not require a County Cash Match, and there are no long-term County funding requirements.

PBO recommends approval of this grant award acceptance.

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

Primarily, this project will allow for a streamlined assessment process. TCJPD will purchase a family of evidence-based assessment instruments, to include a screening instrument and a more comprehensive follow-up assessment tool. The follow-up assessment will be designed to build upon the screening instrument, thus creating a logical flow from screening to more comprehensive assessment. In doing so, the Department will enhance its current assessment infrastructure and strengthen the process of assessing youth for substance use problems and referring to the appropriate treatment and/or community based services.

Additionally, TCJPD will continue to offer Motivational Interviewing training to staff members. This training has been successfully conducted in the past; it is an effective form of communication that supports the process of change among youth with substance use issues. . Like the enhanced assessment process, this training will improve the system of care at TCJPD

This grant enhances the current activities of the department; streamlining the assessment process will enhance the continuum of care. This will be a new program.

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

N/A; there are no long term County funding requirements.

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

No match is required.

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

2% indirect costs have been calculated.

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

The Department intends to request subsequent continuation funding for services through proposals submitted to the Federal and State government, as well as private foundations. As previously presented to the Court, the County will have the opportunity to consider investment in the staff positions as well as other areas of Special Services Division.

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

This grant enhances the current activities of the department; streamlining the assessment process will enhance the continuum of care. This will be a new program.

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

The Travis County Commissioner's Court approved the community plan, entitled--"Travis County Community Plan for Coordination of Criminal Justice and Related Activities FY 2012 - FY 2015," on December 6, 2011. Nearly 30 Travis County government agencies including Travis County Juvenile Probation Department, school districts, and nonprofit organizations participated in developing the Community Plan. This project addresses priority C from the juvenile justice section. Priority C states: "Travis County is in need of services and programming for youth with mental health/co-occurring disorders and substance abuse problems."

Created 11-13-14 at 4:49 pm

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

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

ESTELA P. MEDINA
Chief Juvenile Probation Officer

TO: Aerin Pfaffenberger, PBO
Budget Analyst

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

THROUGH:
Sylvia Mendoza
Financial Manager

SUBJECT: Grant Award from the Office of the Governor for Streamlining Assessment Practices to Improve Youth Substance Use Outcomes

DATE: November 5, ~~October~~ , 2014

Attached is Travis County Juvenile Probation Department's grant award notification from the Office of the Governor, Criminal Justice Division for funding to support a new program entitled "Streamlining Assessment Practices to Improve Youth Substance Use Outcomes." TCJPD is requesting $74,995 to purchase a new family of assessment instruments and conduct staff training.

The goal of Streamlining Assessment Practices to Improve Youth Substance Use Outcomes is to enhance the system of care by streamlining the assessment process. Secondly, this program will train staff on using the new tools, as well as ways to enhance their communication with youth.

Please review this item and place it on the **November 18th** Commissioner's Court agenda for their consideration and action. Please contact Israel Ramirez at 4-7002 for further information.

Thank you in advance for your attention to this request.

CC: Jennifer Kraber
Cynthia Sayles
Dr. Erin Foley
Dr. Daniel Hoard
Sylvia Mendoza
Israel Ramirez
Grant File

STATE OF TEXAS
OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION

RICK PERRY
GOVERNOR

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at https://eGrants.governor.state.tx.us and go to the 'My Home' tab. In the 'Current Status' column, locate the application that is in 'Pending AO Acceptance of Award' status. Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the attached memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the attached Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@governor.state.tx.us.

We look forward to working with you to ensure the success of your program

Christopher Burnett
Executive Director

RESOLUTION

WHEREAS, the Commissioners of Travis County find it in the best interest of the citizens of Travis County that Streamlining Assessment Practices to Improve Youth Substance Use Outcomes be implemented; and

WHEREAS, the Commissioners of Travis County have agreed that in the event of loss or misuse of the Criminal Justice Division funds, all funds will be returned to the Criminal Justice Division in full.

WHEREAS, County Commissioners of Travis County designates the County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the Commissioners of Travis County approve the submission of the grant application for Streamlining Assessment Practices to Improve Youth Substance Use Outcomes to the Office of the Governor, Criminal Justice Division.

Signed by: Samuel T. Biscoe

Travis County Judge

Passed and Approved this 18th day of February, 2014

Grant Application Number: **2760801**

State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

To: CJD Grant Recipient
From: Angie Martin, Deputy Director
Contact: (512) 463-1919
Reference: Grantee Responsibilities

Congratulations on your grant award from Governor Rick Perry's Criminal Justice Division (CJD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources refer to the Grant Resources section of eGrants available online at https://eGrants.Governor.state.tx.us.

Financial Reporting – Financial Status Reports must be submitted to CJD via eGrants. Financial status reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter regardless of when the grant was awarded. Due dates are:

April 22 (January-March quarter)
July 22 (April-June quarter)
October 22 (July-September quarter)
January 22 (October-December quarter)

The final Financial Status Report must be submitted to CJD on or before the grant liquidation date or funds will lapse and CJD will provide them as grants to others who need the funding.

Payment Authorization – Payments will be generated based on expenditures reported in the Financial Status Reports. Upon CJD approval of the Financial Status Report, a payment will be issued through direct deposit or electronic transfer.

Generated Program Income – Any income generated as a direct result of the grant activities must be reported to CJD through the Financial Status Report and grant adjustment processes. Program income must be used to offset project costs unless prior approval is granted allowing a supplement to project costs. Program income must be expended prior to

seeking payments from CJD and must be accounted and used for the purposes of the grant activities as awarded.

Grant Funded Personnel – Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by CJD.

Project Changes – Grantees may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

Equipment – Equipment purchased with grant funds must be used for the purpose of the grant and as approved by CJD. An inventory report must be kept on file containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report.

Fidelity Bond – Each nonprofit corporation receiving funds from CJD must obtain and have on file a blanket fidelity bond that indemnifies CJD against the loss or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the CJD grant period.

Required Notifications – Grantees must immediately notify CJD in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify CJD in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand notices, subpoenas, lawsuits, or indictments to CJD. If a federal or state court or administrative agency renders a judgment or order finding discrimination by a grantee based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgment or order to CJD.

Project Effectiveness – Grantees should regularly evaluate the effectiveness of their projects. This includes a reassessment of project activities and services to determine whether they continue to be effective. Grantees must show that their activities and services effectively address and achieve the project's stated purpose.

Programmatic Reporting – Grantees must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by CJD, or its designee. To remain eligible for funding, the grantee must be able to show the scope of services provided and the impact and quality of those services.

Monitoring – Grantees must readily make available to the Governor's Office or its agents all requested records. The Governor's Office may make unannounced monitoring visits at any

time. The grantee must make every effort to resolve all issues, findings, or actions identified within the time frame specified by the Governor's Office.

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- Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.

- Grant funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.

- Grantees must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

Employment of a Lobbyist - Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay,

Ne

on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

Legislative Lobbying - Grant funds may not be used to attempt to influence the passage or defeat of a legislative measure.

Use of Alcoholic Beverages - Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. In addition, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.

Nondiscrimination in Programs Involving Students – Grant funds may not be used to discriminate against or denigrate the religious or more beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

Computer Network Requirements – Federal grant funds may not be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography; however, nothing in this requirement limits the use of funds necessary for any federal, state, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

Prior Approval Requirement – Federal grant funds may not be used, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the U.S. Department of Justice, Office of Justice Programs.

Created 7/24/14 at 4:49 pm

TRAVIS COUNTY

FY 14 GRANT SUMMARY SHEET

Contract #:

SAP #:

Check One:	Application Approval: ☐	Permission to Continue: ☐
	Contract Approval: ☑	Status Report: ☐
Check One:	Original: ☑	Amendment: ☐
Check One:	New Grant: ☐	Continuation Grant: ☑
Department/Division:	Juvenile Probation/Residential Services	
Contact Person/Title:	Rachael Druckhammer/Senior Planner	
Phone Number:	512-854-7545	

Grant Title:	Residential Substance Abuse Treatment (RSAT) Program			
Grant Period:	From:	Oct 1, 2014	To:	Sep 30, 2015
Fund Source:	Federal: ☑	State: ☐	Local: ☐	
Grantor:	Office of the Governor, Criminal Justice Division			
Will County provide grant funds to a sub-recipient?	Yes: ☐	No: ☑		
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: ☑	No: ☐		
Originating Grantor:	United States Department of Justice			

Budget Categories	Grant Funds	County Cost Share	***Budgeted County Contribution*** ***#595010*** ***(Cash Match)***	In-Kind	**TOTAL**
Personnel:	$ 122,915.00	$ 61,437.00	$ 0.00	$ 0.00	$ 184,352.00
Operating:	$ 61,395.00	$ 0.00	$ 0.00	$ 0.00	$ 61,395.00
Capital Equipment:	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Indirect Costs:	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Totals:	$ 184,310.00	$ 61,437.00	$ 0.00	$ 0.00	$ 245,747.00
FTEs:	2.00	0.90	0.00	0.00	2.90

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

Department	Review	Staff Initials	Comments
County Auditor	☒	CS	
County Attorney	☒	JK	

Performance Measures					
#	Measure	Actual FY 12 Measure	Actual FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
+ -	Applicable Departmental Measures				
1.	Total number of RSAT participants served	121	149	127	150
2.	Total number of RSAT participants with length of stay of 180 days or more	n/a	53	19	54
3.	Total number of RSAT discharges	79	111	83	112
4.	Total number of RSAT discharges with length of stay of 180 days or more	n/a	34	11	34
5.	Percent of RSAT participants successfully discharged	91%	87%	85%	89%

+	-	Measures for the Grant				
1.		Number successful in completing program and passing drug tests (successful discharges)	72	97	71	100
		Outcome Impact Description	Determined by the number of participants entering the RSAT program and the number of offenders who have completed the program and remained drug free throughout the duration of program			
2.		Total number of treatment beds supported by non-grant funds, but enhanced with grant funded services.	98	98	102	102
		Outcome Impact Description	The number of beds we have to service youth with mental health or substance abuse treatment who will be provided contractual treatment services paid by the grant. This will also include expanded services for cognitive behavior therapy training, vocational training, etc.			
3.		Number of RSAT discharges entering an Aftercare Program	31	53	30	49
		Outcome Impact Description	Treatment is available for youth in the Intermediate Sanctions Center on a daily basis. Upon completion of the RSAT programming, a percentage of students enter into Aftercare Programming with some level of supervision provided.			
4.		Number of RSAT discharges entering an Aftercare Program after 180 days	n/a	15	4	16
		Outcome Impact Description	Treatment is available for youth in the Intermediate Sanctions Center on a daily basis. Upon completion of the RSAT programming, residents with a length of stay greater than 180 days enter into Aftercare Programming with some level of supervision provided.			
5.		Total number of treatment beds supported by grant funds and continue receiving grant support	34	34	22	22
		Outcome Impact Description	The number of beds we have to service youth with mental health or substance abuse treatment who will be provided contractual treatment services paid by the grant. This will also include expanded services for cognitive behavior therapy training, vocational training, etc.			

PBO Recommendation:

The Juvenile Probation Department is requesting Commissioners Court approval to accept a grant award for the Residential Substance Abuse Treatment Grant from the Office of the Governor, Criminal Justice Division. This grant provides $184,310 in funding for a one-full time counselor, a Residential Treatment Officer and substance abuse and/or mental health contracted services for juveniles receiving treatment at the department's residential facility. This is the continuation of an existing grant program.

The County's grant match of $61,437 is funded through by using a portion of the salary of one Counselor position funded by the General Fund. No additional General Fund resources are required, there are no indirect costs, and the grant does not require any long term commitment.

PBO recommends approval of this request.

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

Travis County Juvenile Probation Department is requesting continuation funding from the OOG Criminal Justice-Residential Substance Abuse Treatment Fund in the amount of $184,310 to continue services provided to juveniles determined to have co-occurring mental health and substance abuse issues. The match of $61,437 is internally funded through a portion of one counselor position.

The goal of the Residential Substance Abuse Treatment program is to provide safe, secure, effective, individualized treatment for dually-diagnosed (co-occurring) juveniles in our residential facility. The financial resources that have been secured will support the cost of vocational/educational curriculum and supplies, 1 full-time Counselor, 1 full-time RTO Senior, and contractual substance abuse provider and/or mental health services.

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

N/A; there are no long term County funding requirements.

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

A 25% match has been calculated. The positions indicated by the match will work directly with the Substance Abuse Units and/or provide Drug/Alcohol Education Groups; the .90 represents a portion of salary and benefits for one existing chemical dependency counselor.

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

There is no provision in this grant for indirect costs.

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

The program will not discontinue upon exhaustion of the grant. The Department intends to request subsequent year continuation funding through proposals submitted to the Federal and State government, as well as private foundations. Only after all other resources are exhausted will the County be given the opportunity to consider investment in the proposed program as well as other areas of the Residential Division of the Juvenile Probation Department.

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

N/A

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

It has been determined that several significant barriers interfere with successful re-integration into the community. These barriers include but are not limited to educational deficiencies, substance abuse problems compounded with mental health concerns, and/or lack of social/life skills. The ability to demonstrate success with this population is contingent upon the services, treatment, and activities available to these youth.

The Travis County FY 2012 Community Plan for the Coordination of Criminal Justice and Related Activities, section on Juvenile Justice, Priority C states that Travis County is in need of services and programming for youth with mental health/co-occurring disorders and substance abuse problems. Substantive resources are required to counter the predictability of juvenile and young adult offenders becoming further entrenched in the criminal justice system.

Successful re-entry into our community is in alignment with TCJPD's mission of public safety, while effectively addressing the needs of juveniles, families, and victims of crime. We intend to reach youth at risk of remaining chemically dependent and who may have co-occurring disorders. Providing residential substance abuse services and other ancillary services will empower these youth to begin a new life as law-abiding, productive citizens.

Created 11-13-14 at 4:49 pm

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

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

ESTELA P. MEDINA
Chief Juvenile Probation Officer

TO: Aerin Pfaffenberger, PBO
Budget Analyst

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

THROUGH:
Sylvia Mendoza
Financial Manager

SUBJECT: Approval of Grant Award to Continue Residential Substance Abuse Treatment (RSAT) Program

DATE: ~~October~~ November 5, 2014

Attached is Travis County Juvenile Probation Department's grant award from the Office of the Governor, Criminal Justice Division for continuation of the Residential Substance Abuse Treatment (RSAT) program. $184,310 is requested to continue services provided to juveniles determined to have substance abuse and/or co-occurring disorders. The match of $61,437 is internally funded through a portion of one counselor position.

The goal of the RSAT program is to provide safe, secure, effective, individualized treatment for dually-diagnosed (co-occurring) juveniles and juveniles with substance use issues in our residential facility. Financial resources secured will support the cost of vocational/educational curriculum and supplies, 1 full-time Counselor, 1 Senior Residential Treatment Officer, and contractual substance abuse providers and/or mental health services.

Please review this item and place it on the **November 18th** Commissioner's Court agenda for their consideration and action. Please contact Israel Ramirez at 4-7002 for further information.

Thank you in advance for your attention to this request.

CC: Jennifer Kraber
Barbara Wilson
Jessie Mars
Darryl Beatty
Jim Gobin
Sylvia Mendoza
Israel Ramirez
Grant File

RESOLUTION

WHEREAS, the Commissioners of Travis County find it in the best interest of the citizens of Travis County that the Leadership Academy (Dual Diagnosis Unit) be operated; and

WHEREAS, the Commissioners of Travis County have agreed to provide the minimum matching percentage for said project as required by the Office of the Governor, Criminal Justice Division, grant application; and

WHEREAS, the Commissioners of Travis County have agreed that in the event of loss or misuse of the Criminal Justice Division funds, all funds will be returned to the Criminal Justice Division in full.

WHEREAS, County Commissioners of Travis County designates the County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the Commissioners of Travis County approve the submission of the grant application for the Leadership Academy (Dual Diagnosis Unit) to the Office of the Governor, Criminal Justice Division.

Signed by: Samuel T. Biscoe

Travis County Judge

Passed and Approved this 25th of March

Grant Application Number: **1812210**

STATE OF TEXAS
OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION

RICK PERRY
GOVERNOR

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at https://eGrants.governor.state.tx.us and go to the 'My Home' tab. In the 'Current Status' column, locate the application that is in 'Pending AO Acceptance of Award' status. Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the attached memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the attached Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@governor.state.tx.us.

We look forward to working with you to ensure the success of your program

Christopher Burnett
Executive Director

State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

To: CJD Grant Recipient
From: Angie Martin, Deputy Director
Contact: (512) 463-1919
Reference: Grantee Responsibilities

Congratulations on your grant award from Governor Rick Perry's Criminal Justice Division (CJD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources refer to the Grant Resources section of eGrants available online at https://eGrants.Governor.state.tx.us.

Financial Reporting – Financial Status Reports must be submitted to CJD via eGrants. Financial status reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter regardless of when the grant was awarded. Due dates are:

April 22 (January-March quarter)
July 22 (April-June quarter)
October 22 (July-September quarter)
January 22 (October-December quarter)

The final Financial Status Report must be submitted to CJD on or before the grant liquidation date or funds will lapse and CJD will provide them as grants to others who need the funding.

Payment Authorization – Payments will be generated based on expenditures reported in the Financial Status Reports. Upon CJD approval of the Financial Status Report, a payment will be issued through direct deposit or electronic transfer.

Generated Program Income – Any income generated as a direct result of the grant activities must be reported to CJD through the Financial Status Report and grant adjustment processes. Program income must be used to offset project costs unless prior approval is granted allowing a supplement to project costs. Program income must be expended prior to

seeking payments from CJD and must be accounted and used for the purposes of the grant activities as awarded.

Grant Funded Personnel – Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by CJD.

Project Changes – Grantees may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

Equipment – Equipment purchased with grant funds must be used for the purpose of the grant and as approved by CJD. An inventory report must be kept on file containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report.

Fidelity Bond – Each nonprofit corporation receiving funds from CJD must obtain and have on file a blanket fidelity bond that indemnifies CJD against the loss or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the CJD grant period.

Required Notifications – Grantees must immediately notify CJD in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify CJD in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand notices, subpoenas, lawsuits, or indictments to CJD. If a federal or state court or administrative agency renders a judgment or order finding discrimination by a grantee based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgment or order to CJD.

Project Effectiveness – Grantees should regularly evaluate the effectiveness of their projects. This includes a reassessment of project activities and services to determine whether they continue to be effective. Grantees must show that their activities and services effectively address and achieve the project's stated purpose.

Programmatic Reporting – Grantees must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by CJD, or its designee. To remain eligible for funding, the grantee must be able to show the scope of services provided and the impact and quality of those services.

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- Grant funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.

- Grantees must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

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on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

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Prior Approval Requirement – Federal grant funds may not be used, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the U.S. Department of Justice, Office of Justice Programs.

Created 7/8/14 at 4:49 pm

TRAVIS COUNTY

FY 14 GRANT SUMMARY SHEET

Contract #:

SAP #:

Check One:	Application Approval: ☐	Permission to Continue: ☐
	Contract Approval: ☑	Status Report: ☐
Check One:	Original: ☑	Amendment: ☐
Check One:	New Grant: ☐	Continuation Grant: ☑
Department/Division:	Juvenile Probation	
Contact Person/Title:	Israel Ramirez/ Accountant Lead	
Phone Number:	512-854-7046	

Grant Title:	Trauma Informed Assessment and Response program			
Grant Period:	From:	Sep 1, 2014	To:	Aug 31, 2015
Fund Source:	Federal: ☐	State: ☑	Local: ☐	
Grantor:	Office of the Governor, Criminal Justice Division			
Will County provide grant funds to a sub-recipient?	Yes: ☐	No: ☑		
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: ☐	No: ☑		
Originating Grantor:	Office of the Governor, Criminal Justice Division			

Budget Categories	Grant Funds	County Cost Share	*Budgeted County Contribution #595010 (Cash Match)*	In-Kind	TOTAL
Personnel:	$ 35,823.00	$ 0.00	$ 0.00	$ 0.00	$ 35,823.00
Operating:	$ 37,705.00	$ 0.00	$ 0.00	$ 0.00	$ 37,705.00
Capital Equipment:	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Indirect Costs:	$ 1,470.00	$ 0.00	$ 0.00	$ 0.00	$ 1,470.00
Totals:	$ 74,998.00	$ 0.00	$ 0.00	$ 0.00	$ 74,998.00
FTEs:	0.50	0.00	0.00	0.00	0.50

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

Department	Review	Staff Initials	Comments
County Auditor	☒	RP	
County Attorney	☒	JK	

Performance Measures					
#	Measure	Actual FY 12 Measure	Actual FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
+ -	Applicable Departmental Measures				
1.	Number of program youth referred	n/a	551	514	557
2.	Number of program youth screened/assessed	n/a	291	187	294
3.	Number of program youth served	n/a	70	100	100
4.	Number of program youth with formal psychological/ psychiatric evaluations	n/a	22	100	30
+ -	Measures for the Grant				
1.	Number of program youth completing program requirements	n/a	25	53	53
	Outcome Impact Description	To reduce the need for out of home placement and the likelihood of recidivating for juveniles with a trauma-based diagnosis.			
2.	Number of youth complying with an aftercare plan	n/a	25	53	53
	Outcome Impact Description	To increase the supervision success rate for juveniles with a trauma-based diagnosis.			
3.	Number of program youth exhibiting a decrease in antisocial behavior	n/a	17	64	64
	Outcome Impact Description	To reduce the need for out of home placement and the likelihood of recidivating for juveniles with a trauma-based diagnosis.			
4.	Number of program youth exhibiting a decrease in substance use	n/a	6	58	58
	Outcome Impact Description	To improve access to substance abuse treatments and related services that will address the juveniles' exposure to trauma.			
5.	Number of program youth exhibiting an improvement in family relationships	n/a	17	55	55
	Outcome Impact Description	To improve family functioning through access to therapeutic services that will address the juveniles' exposure to trauma.			
6.	Number of program youth exhibiting an improvement in social competencies	n/a	19	59	59
	Outcome Impact Description	To reduce the need for out of home placement and the likelihood of recidivating for juveniles with a trauma-based diagnosis.			
7.	Number of participants that successfully complete the program	n/a	25	30	30
	Outcome Impact Description	To increase community safety.			

PBO Recommendation:

The Juvenile Probation Department is requesting Commissioners Court approval of a continuation grant award from the Office of the Governor, Criminal Justice Division, to continue to develop a trauma-informed infrastructure that will help identify youth who have been exposed to trauma and provide intervention services for these individuals. The program will leverage the existing collaborative efforts between TCJPD, CPS, and CASA.

This grant will pay for a 0.5 FTE licensed counselor/therapist position, and create contracts with CASA of Travis County and with a local psychiatrist.

The total grant application is for $74,998, with a required 2% indirect cost amount of $1,470. There is no cash match or long term County funding requirement for this grant.

PBO recommends acceptance of the award.

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

The goal of Trauma Informed Assessment and Response is to develop a trauma-informed infrastructure that will aid in the identification of youth who have been exposed to trauma and provide targeted services for intervention. Identifying and directing care toward the needs of these youth will provide linkages to services that appropriately target trauma, improve behavioral and emotional functioning of both youth and their families, and empower parents and youth to develop better coping strategies. Eligible youth will be directed to services that include more rigorous psychological evaluation, psychiatric evaluation, trauma-based therapy, youth advocacy, alternative therapies (e.g., equine, music, or art therapy), and other services based on individual needs. If appropriate and beneficial for TCJPD and its youth, youth from other programs may use the services from this grant as well.

There are two objectives of this program. One is to improve outcomes for youth with identified mental health needs by diagnosing trauma and providing specific treatment and targeted services to meet those needs. A more rigorous mental health assessment process will identify a larger number of youth who have experienced trauma. Another objective is to leverage the existing collaborative efforts between TCJPD, CPS, and CASA for youth with trauma-based mental health disorders. Collaboration between these agencies will allow the program to provide more intensive services to address the needs of these youth.

The grant will pay for a .50 FTE senior counselor and/or therapist (licensed), who will be paid solely out of this grant, a contract with CASA of Travis County to provide a guardian ad litem for program participants, a contract with Dr. Casey O'Neal to provide intensive psychological and/or psychiatric evaluations, and trauma based/ alternative therapeutic services to program participants for a total cost of $74,998.

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

N/A; there are no long term County funding requirements.

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

No match is required.

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

2% indirect costs have been calculated.

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

The Department intends to request subsequent continuation funding for personnel, contractual, and services through proposals submitted to the Federal and State government, as well as private foundations. As previously presented to the Court, the County will have the opportunity to consider investment in the staff positions as well as other areas of Special Services Division.

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

N/A This is an established program.

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

The Travis County Commissioner's Court approved the community plan, entitled–"Travis County Community Plan for Coordination of Criminal Justice and Related Activities FY 2012 - FY 2015," on December 6, 2011. Nearly 30 Travis County government agencies including Travis County Juvenile Probation Department, school districts, and nonprofit organizations participated in developing the Community Plan. This project addresses priority C from the juvenile justice section. Priority C states: "Travis County is in need of services and programming for youth with mental health/co-occurring disorders and substance abuse problems." To address this priority, the Trauma Informed Assessment and Response program will collaborate with service providers, non-profits, and multiple units within TCJPD to maximize resources, improve quality of services and outcomes, and reduce justice system involvement for youth experiencing mental health/co-occurring disorders and substance abuse problems associated with exposure to trauma.

Created 11-13-14 at 4:49 pm

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

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

ESTELA P. MEDINA
Chief Juvenile Probation Officer

TO: Aerin Pfaffenberger, PBO
Budget Analyst

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

THROUGH:
Sylvia Mendoza
Financial manager

SUBJECT: Approval of Grant Award to Continue FY15 Trauma Informed Assessment and Response program

DATE: November 5, ~~October~~ , 2014

Attached is the Travis County Juvenile Probation Department's FY15 grant award from the Office of the Governor, Criminal Justice Division for the Trauma Informed Assessment and Response program. $74,998 has been requested to fund one part-time senior counselor/therapist and contracted vendors to provide psychological examinations and trauma based therapy to youth.

This funding will be used to develop a trauma-informed infrastructure that will aid in the identification of youth who have been exposed to trauma and provide targeted services for intervention. Identifying and directing care toward the needs of these youth will provide linkages to services that appropriately target trauma, improve behavioral and emotional functioning of both youth and their families, and empower parents and youth to develop better coping strategies. Eligible youth will be directed to services that include more rigorous psychological evaluation, psychiatric evaluation, trauma-based therapy, youth advocacy, alternative therapies (e.g., equine, music, or art therapy), and other services based on individual needs.

Please review this item and place it on the **November 18, 2014** Commissioner's Court agenda for their consideration and action. Please contact Israel Ramirez at 4-7002 for further information.

Thank you in advance for your attention to this request.

CC: Jim Connolly
Rhett Perry
Lisa Eichelberger
Darryl Beatty
Britt Canary
Sylvia Mendoza
Israel Ramirez
Grant File

RESOLUTION

WHEREAS, the Commissioners of Travis County find it in the best interest of the citizens of Travis County that the Trauma Informed Assessment and Response program be operated; and

WHEREAS, the Commissioners of Travis County have agreed that in the event of loss or misuse of the Criminal Justice Division funds, all funds will be returned to the Criminal Justice Division in full.

WHEREAS, the County Commissioners of Travis County designate the County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the Commissioners of Travis County approve the submission of the grant application for the Trauma Informed Assessment and Response program to the Office of the Governor, Criminal Justice Division.

Signed by: Samuel T. Biscoe

Travis County Judge

Passed and Approved this 18th day of February, 2014

Grant Application Number: **2577203**

STATE OF TEXAS
OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION

RICK PERRY
GOVERNOR

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at https://eGrants.governor.state.tx.us and go to the 'My Home' tab. In the 'Current Status' column, locate the application that is in 'Pending AO Acceptance of Award' status. Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the attached memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the attached Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@governor.state.tx.us.

We look forward to working with you to ensure the success of your program

Christopher Burnett
Executive Director

State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

To: CJD Grant Recipient
From: Angie Martin, Deputy Director
Contact: (512) 463-1919
Reference: Grantee Responsibilities

Congratulations on your grant award from Governor Rick Perry's Criminal Justice Division (CJD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources refer to the Grant Resources section of eGrants available online at https://eGrants.Governor.state.tx.us.

Financial Reporting – Financial Status Reports must be submitted to CJD via eGrants. Financial status reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter regardless of when the grant was awarded. Due dates are:

April 22 (January-March quarter)
July 22 (April-June quarter)
October 22 (July-September quarter)
January 22 (October-December quarter)

The final Financial Status Report must be submitted to CJD on or before the grant liquidation date or funds will lapse and CJD will provide them as grants to others who need the funding.

Payment Authorization – Payments will be generated based on expenditures reported in the Financial Status Reports. Upon CJD approval of the Financial Status Report, a payment will be issued through direct deposit or electronic transfer.

Generated Program Income – Any income generated as a direct result of the grant activities must be reported to CJD through the Financial Status Report and grant adjustment processes. Program income must be used to offset project costs unless prior approval is granted allowing a supplement to project costs. Program income must be expended prior to

seeking payments from CJD and must be accounted and used for the purposes of the grant activities as awarded.

Grant Funded Personnel – Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by CJD.

Project Changes – Grantees may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

Equipment – Equipment purchased with grant funds must be used for the purpose of the grant and as approved by CJD. An inventory report must be kept on file containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report.

Fidelity Bond – Each nonprofit corporation receiving funds from CJD must obtain and have on file a blanket fidelity bond that indemnifies CJD against the loss or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the CJD grant period.

Required Notifications – Grantees must immediately notify CJD in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify CJD in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand notices, subpoenas, lawsuits, or indictments to CJD. If a federal or state court or administrative agency renders a judgment or order finding discrimination by a grantee based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgment or order to CJD.

Project Effectiveness – Grantees should regularly evaluate the effectiveness of their projects. This includes a reassessment of project activities and services to determine whether they continue to be effective. Grantees must show that their activities and services effectively address and achieve the project's stated purpose.

Programmatic Reporting – Grantees must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by CJD, or its designee. To remain eligible for funding, the grantee must be able to show the scope of services provided and the impact and quality of those services.

Monitoring – Grantees must readily make available to the Governor's Office or its agents all requested records. The Governor's Office may make unannounced monitoring visits at any

time. The grantee must make every effort to resolve all issues, findings, or actions identified within the time frame specified by the Governor's Office.

For Fiscal Years Beginning Before December 26, 2014 Grantees expending over $500,000 in state or federal grant funds during the fiscal year are subject to the Single Audit requirements set forth in OMB Circular No. A 133 at http://www.whitehouse.gov/omb/circulars/index.html and the State Single Audit Circular issued under the Uniform Grant Management Standards (UGMS) at http://www.window.state.tx.us/procurement/catrad/ugms.pdf. The Grantee further understands that funds may be withheld, or other related requirements may be imposed if outstanding audit issues from OMB Circular No. A 133 audits are not satisfactorily and promptly addressed. Grantees must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the grantee receives the audit results or nine months after the end of the audit period, whichever is earlier.

For Fiscal Years Beginning On or After December 26, 2014 Grantees expending over $750,000 in state or federal grant funds during the fiscal year are subject to 2 CFR, Part 200, Subpart F – Audit Requirements http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl and the State Single Audit Circular issued under the Uniform Grant Management Standards (UGMS) at http://www.window.state.tx.us/procurement/catrad/ugms.pdf. The Grantee further understands that funds may be withheld, or other related requirements may be imposed if outstanding audit issues from 2 CFR, Part 200, Subpart F – Audit Requirements audits are not satisfactorily and promptly addressed. Grantees must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with 2 CFR, Part 200, Subpart F – Audit Requirements or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the grantee receives the audit results or nine months after the end of the audit period, whichever is earlier

Supplanting – Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the grant, and civil or criminal penalties. Refer to the Guide to Grants at https://eGrants.governor.state.tx.us/updates.aspx for additional information on supplanting.

Conflict of Interest – Grantees should have in place established safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Contracting and Procurement – Grantees must follow their established policy and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods. When contractual or equipment procurement is anticipated to be in excess of $100,000, grantees must submit a Procurement Questionnaire https://eGrants.governor.state.tx.us/updates.aspx to CJD for approval prior to procurement.

Travel – Grantees must follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established policies regarding in-state and out-of-state travel, grantee must use the travel guidelines established for state employees.

Uniform Crime Reporting – Local units of governments receiving funds from CJD must comply with all requirements for uniform crime reporting and must ensure that prompt reporting will remain current throughout the grant period.

Criminal History Reporting - Entities receiving funds from CJD must comply with all requirements outlined in the Texas Code of Criminal Procedure, Ch. 60, related to maintaining and reporting criminal history records.

Limited English Proficiency – Grantees must take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at http://www.lep.gov.

Law Enforcement Programs – Law enforcement programs receiving funds from CJD must be in compliance with all rules developed by the Texas Commission on Law Enforcement.

28 C.F.R. Part 23 Training - Any grant funded individual responsible for entering information into or retrieving information from an intelligence database must complete continuing education training on operating principles described by 28 C.F.R. Part 23 at least once for each continuous two-year period the person has primary responsibility for entering data into or retrieving data from an intelligence database.

Programs Approved to Pay Overtime for Personnel - Overtime is allowable to the extent that it is included in the CJD approved budget, the grantee agency has an overtime policy approved by its governing body, and both grant-paid and non-grant paid personnel are treated the same with regards to the application of overtime policy(ies). In no case is dual compensation allowable. That is, an employee of a grantee agency may not receive compensation for hours worked (including paid leave) from his/her agency AND from an award for a single period of time, even though such work may benefit both activities. In addition, if an employee works more than 16 hours of regular time plus overtime in any single work day, CJD will not reimburse the grantee agency for the employee's overtime hours that exceed the 16 hours. Overtime payments issued outside of these guidelines are the responsibility of the grantee agency.

Cancellation for Awards - Grantees must take reasonable steps to commence project activities upon receiving notice of a grant award:

Commencement Within 60 Days. If a project is not operational within 60 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must report by letter to CJD the steps taken to initiate the project, the reasons for delay, and the expected revised start date.

Commencement Within 90 Days. If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must submit a second statement to CJD explaining the implementation delay. Upon receipt of the 90-day letter, CJD may cancel the project and redistribute the funds to other project areas. CJD may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

Public Information Requests - Grantees must immediately notify and provide a copy to CJD of any Public Information Request received by the agency related to this grant award.

Prohibited Acts of Agencies and Individuals - Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- Grant funds may not be used to finance or otherwise support the candidacy of a person for an elected local, state, or federal office. This prohibition extends to the direct or indirect employment of a person to perform an action described by this subsection. In addition, grant-funded or grant-leased motor vehicles may not be used for the purpose described above.

- Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.

- Grant funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.

- Grantees must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

Employment of a Lobbyist - Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay,

on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

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Nondiscrimination in Programs Involving Students – Grant funds may not be used to discriminate against or denigrate the religious or more beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

Computer Network Requirements – Federal grant funds may not be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography; however, nothing in this requirement limits the use of funds necessary for any federal, state, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

Prior Approval Requirement – Federal grant funds may not be used, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the U.S. Department of Justice, Office of Justice Programs.

Created 11-13-14 at 4:49 pm

***** PREVIEW - Statement of Grant Award (SOGA) - PREVIEW *****

The Statement of Grant Award is your official notice of award from the Governor's Criminal Justice Division (CJD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division's rules in Title I, Part I, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	2577203	**Award Amount:**	$74,998.00
Date Awarded:	October 30, 2014	**Grantee Cash Match:**	$0.00
Program Fund:	SF-State Criminal Justice Planning (421) Fund	**Grantee In Kind Match:**	$0.00
CFDA:	None	**Total Project Cost:**	$74,998.00
Grantee Name:	Travis County		
Project Title:	Trauma Informed Assessment and Response		
Grant Period:	09/01/2014 - 08/31/2015		
Liquidation Date:	11/29/2015		
Grant Manager:	Cherryl Charlet		

Created 1/13/14 at 4:49 pm

TRAVIS COUNTY
FY 14 GRANT SUMMARY SHEET

Contract #:

SAP #:

Check One:	Application Approval: ☐	Permission to Continue: ☐
	Contract Approval: ☑	Status Report: ☐
Check One:	Original: ☑	Amendment: ☐
Check One:	New Grant: ☐	Continuation Grant: ☑
Department/Division:	Juvenile Probation	
Contact Person/Title:	Israel Ramirez/ Accountant Lead	
Phone Number:	512-854-7046	

Grant Title:	The Eagle Soars: An Educational and Career Development Program			
Grant Period:	From:	Sep 1, 2014	To:	Aug 31, 2015
Fund Source:	Federal: ☑	State: ☐	Local: ☐	
Grantor:	Office of the Governor, Criminal Justice Division			
Will County provide grant funds to a sub-recipient?	Yes: ☐	No: ☑		
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: ☑	No: ☐		
Originating Grantor:	United States Department of Justice			

Budget Categories	Grant Funds	County Cost Share	*Budgeted County Contribution #595010 (Cash Match)*	In-Kind	TOTAL
Personnel:	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Operating:	$ 72,850.00	$ 0.00	$ 0.00	$ 0.00	$ 72,850.00
Capital Equipment:	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Indirect Costs:	$ 1,487.00	$ 0.00	$ 0.00	$ 0.00	$ 1,487.00
Totals:	$ 74,337.00	$ 0.00	$ 0.00	$ 0.00	$ 74,337.00
FTEs:	0.00	0.00	0.00	0.00	0.00

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

Department	Review	Staff Initials	Comments
County Auditor	☒	CS	
County Attorney	☒	JK	

Performance Measures					
#	Measure	Actual FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
+ -	Applicable Departmental Measures				
1.	Average length of stay in job training program (in days; all programs count as job training)	n/a	n/a	63	65
2.	Number of program materials developed	n/a	n/a	2	2
3.	Number of program youth served	n/a	n/a	102	105
+ -	Measures for the Grant				
1.	Number of program youth completing program requirements	n/a	n/a	87	90
	Outcome Impact Description	Youth completing the program will have the skills necessary to apply for employment.			
2.	Number of program youth employed	n/a	n/a	15	15
	Outcome Impact Description	Youth completing the program with the skills necessary to obtain employment.			
3.	Number of program youth exhibiting an increase in obtaining a GED	n/a	n/a	27	28
	Outcome Impact Description	Once back in the community, youth are better conditioned to attend classes to complete the required courses.			
4.	Number of program youth who offend or reoffend (for those completing programming)	n/a	n/a	4	4
	Outcome Impact Description	To increase community safety.			
5.	Number of program youth exhibiting an increase in job skills (successfully discharged)	n/a	n/a	87	90
	Outcome Impact Description	To increase the likelihood of youth obtaining employment and a reduction of youth recidivating.			

PBO Recommendation:

The Juvenile Probation Department is requesting Commissioners Court approval of a grant award with the Office of the Governor, Criminal Justice Division, for a new vocational and life skills development program in the department. The Eagle Soars: An Educational and Career Development Program, is an enhancement of the Eagle Resources program that was operated by the Juvenile Probation Department from 2010-2013. The program will continue to help provide opportunities for juveniles that reside in the department's Intermediate Sanctions Center that are in the process of re-integrating back into the community.

The total grant amount is $74,337, including a required indirect cost allotment of $1,487. There are no long-term funding requirements for this grant.

PBO recommends approval of the application.

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

The Eagle Soars: An Educational and Career Development Program is an enhancement of the Eagle Resources program that TCJPD ran from 2010-2013. The goal of this program is to provide education and career development opportunities to 13-19 year old juveniles who reside in our ISC to enable them to successfully reenter their communities. It fits into the current activities of the department because it is a continuation grant that builds off of a previously existing program.

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

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

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

There is no county match required.

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

2% indirect costs are included.

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

This program will not end upon termination of grant funding. TCJPD will request subsequent funding through Federal, State, and private resources. The County will have an opportunity in the future to invest in The Eagle Soars: An Educational and Career Development Program.

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

The County should consider expanding into this area through the enhancement of services because successful reentry is critical in order to improve employment prospects of youth and prevent recidivism.

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

The department intends to assess risks and needs of the youth and provide a wraparound of services to address their educational and vocational needs in order to foster successful re-integration back to the community. By doing this TCJPD will increase public safety and reduce recidivism.

The Commissioners' Court of Travis County approved the "Travis County Community Plan for Coordination of Criminal Justice and Related Activities FY 2012-FY 2015" on December 6, 2011. Over 15 local nonprofit organizations, school districts, and government agencies (including Travis County Juvenile Probation Department) participated in the planning process, which began in March 2011. This project directly addresses the plan's section on Juvenile Justice, Priority A, which states "Travis County is in need of intervention services for juvenile offenders, gang involved youth, and their families" through "implementing a service delivery system that should include providers who help enable smooth transitions to community and adult services, if necessary."

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

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

ESTELA P. MEDINA
Chief Juvenile Probation Officer

TO: Aerin Pfaffenberger, PBO
Budget Analyst

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

THROUGH:
Sylvia Mendoza
Financial Manager

SUBJECT: Grant Award from the Office of the Governor for Continuation of The Eagle Soars: An Educational and Career Development Program

DATE: ~~October~~ November 5, 2014

Attached is Travis County Juvenile Probation Department's grant award from the Office of the Governor, Criminal Justice Division for continued funding to support a program entitled The Eagle Soars: An Educational and Career Development Program. $74,337 is requested to provide educational and vocational opportunities for youth.

The goal of The Eagle Soars: An Educational and Career Development Program is to provide vocational and educational opportunities for youth. This program will prepare youth for successful reentry in the community, with success in both the long and short term. This will be the second year of this program.

Please review this item and place it on the **November 18, 2014** Commissioner's Court agenda for their consideration and action. Please contact Israel Ramirez at 4-7002 for further information.

Thank you in advance for your attention to this request.

CC: Jennifer Kraber
Jessie Mars
Darryl Beatty
Jim Gobin
Sylvia Mendoza
Israel Ramirez
Grant File

RESOLUTION

WHEREAS, the Commissioners of Travis County find it in the best interest of the citizens of Travis County that The Eagle Soars: An Educational and Career Development Program be implemented; and

WHEREAS, the Commissioners of Travis County have agreed that in the event of loss or misuse of the Criminal Justice Division funds, all funds will be returned to the Criminal Justice Division in full.

WHEREAS, County Commissioners of Travis County designates the County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the Commissioners of Travis County approve the submission of the grant application for The Eagle Soars: An Educational and Career Development Program to the Office of the Governor, Criminal Justice Division.

Signed by: Samuel T. Biscoe

Travis County Judge

Passed and Approved this 25th day of February, 2014

Grant Application Number: **2656602**

STATE OF TEXAS
OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION

RICK PERRY
GOVERNOR

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at https://eGrants.governor.state.tx.us and go to the 'My Home' tab. In the 'Current Status' column, locate the application that is in 'Pending AO Acceptance of Award' status. Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the attached memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the attached Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@governor.state.tx.us.

We look forward to working with you to ensure the success of your program

Christopher Burnett
Executive Director

State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

To: CJD Grant Recipient
From: Angie Martin, Deputy Director
Contact: (512) 463-1919
Reference: Grantee Responsibilities

Congratulations on your grant award from Governor Rick Perry's Criminal Justice Division (CJD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources refer to the Grant Resources section of eGrants available online at https://eGrants.Governor.state.tx.us.

Financial Reporting – Financial Status Reports must be submitted to CJD via eGrants. Financial status reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter regardless of when the grant was awarded. Due dates are:

April 22 (January-March quarter)
July 22 (April-June quarter)
October 22 (July-September quarter)
January 22 (October-December quarter)

The final Financial Status Report must be submitted to CJD on or before the grant liquidation date or funds will lapse and CJD will provide them as grants to others who need the funding.

Payment Authorization – Payments will be generated based on expenditures reported in the Financial Status Reports. Upon CJD approval of the Financial Status Report, a payment will be issued through direct deposit or electronic transfer.

Generated Program Income – Any income generated as a direct result of the grant activities must be reported to CJD through the Financial Status Report and grant adjustment processes. Program income must be used to offset project costs unless prior approval is granted allowing a supplement to project costs. Program income must be expended prior to

seeking payments from CJD and must be accounted and used for the purposes of the grant activities as awarded.

Grant Funded Personnel – Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by CJD.

Project Changes – Grantees may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

Equipment – Equipment purchased with grant funds must be used for the purpose of the grant and as approved by CJD. An inventory report must be kept on file containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report.

Fidelity Bond – Each nonprofit corporation receiving funds from CJD must obtain and have on file a blanket fidelity bond that indemnifies CJD against the loss or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the CJD grant period.

Required Notifications – Grantees must immediately notify CJD in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify CJD in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand notices, subpoenas, lawsuits, or indictments to CJD. If a federal or state court or administrative agency renders a judgment or order finding discrimination by a grantee based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgment or order to CJD.

Project Effectiveness – Grantees should regularly evaluate the effectiveness of their projects. This includes a reassessment of project activities and services to determine whether they continue to be effective. Grantees must show that their activities and services effectively address and achieve the project's stated purpose.

Programmatic Reporting – Grantees must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by CJD, or its designee. To remain eligible for funding, the grantee must be able to show the scope of services provided and the impact and quality of those services.

Monitoring – Grantees must readily make available to the Governor's Office or its agents all requested records. The Governor's Office may make unannounced monitoring visits at any

time. The grantee must make every effort to resolve all issues, findings, or actions identified within the time frame specified by the Governor's Office.

For Fiscal Years Beginning Before December 26, 2014 Grantees expending over $500,000 in state or federal grant funds during the fiscal year are subject to the Single Audit requirements set forth in OMB Circular No. A 133 at http://www.whitehouse.gov/omb/circulars/index.html and the State Single Audit Circular issued under the Uniform Grant Management Standards (UGMS) at http://www.window.state.tx.us/procurement/catrad/ugms.pdf. The Grantee further understands that funds may be withheld, or other related requirements may be imposed if outstanding audit issues from OMB Circular No. A 133 audits are not satisfactorily and promptly addressed. Grantees must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the grantee receives the audit results or nine months after the end of the audit period, whichever is earlier.

For Fiscal Years Beginning On or After December 26, 2014 Grantees expending over $750,000 in state or federal grant funds during the fiscal year are subject to 2 CFR, Part 200, Subpart F – Audit Requirements http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl and the State Single Audit Circular issued under the Uniform Grant Management Standards (UGMS) at http://www.window.state.tx.us/procurement/catrad/ugms.pdf. The Grantee further understands that funds may be withheld, or other related requirements may be imposed if outstanding audit issues from 2 CFR, Part 200, Subpart F – Audit Requirements audits are not satisfactorily and promptly addressed. Grantees must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with 2 CFR, Part 200, Subpart F – Audit Requirements or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the grantee receives the audit results or nine months after the end of the audit period, whichever is earlier

Supplanting – Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the grant, and civil or criminal penalties. Refer to the Guide to Grants at https://eGrants.governor.state.tx.us/updates.aspx for additional information on supplanting.

Conflict of Interest – Grantees should have in place established safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Contracting and Procurement – Grantees must follow their established policy and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods. When contractual or equipment procurement is anticipated to be in excess of $100,000, grantees must submit a Procurement Questionnaire https://eGrants.governor.state.tx.us/updates.aspx to CJD for approval prior to procurement.

Travel – Grantees must follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established policies regarding in-state and out-of-state travel, grantee must use the travel guidelines established for state employees.

Uniform Crime Reporting – Local units of governments receiving funds from CJD must comply with all requirements for uniform crime reporting and must ensure that prompt reporting will remain current throughout the grant period.

Criminal History Reporting - Entities receiving funds from CJD must comply with all requirements outlined in the Texas Code of Criminal Procedure, Ch. 60, related to maintaining and reporting criminal history records.

Limited English Proficiency – Grantees must take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at http://www.lep.gov.

Law Enforcement Programs – Law enforcement programs receiving funds from CJD must be in compliance with all rules developed by the Texas Commission on Law Enforcement.

28 C.F.R. Part 23 Training - Any grant funded individual responsible for entering information into or retrieving information from an intelligence database must complete continuing education training on operating principles described by 28 C.F.R. Part 23 at least once for each continuous two-year period the person has primary responsibility for entering data into or retrieving data from an intelligence database.

Programs Approved to Pay Overtime for Personnel - Overtime is allowable to the extent that it is included in the CJD approved budget, the grantee agency has an overtime policy approved by its governing body, and both grant-paid and non-grant paid personnel are treated the same with regards to the application of overtime policy(ies). In no case is dual compensation allowable. That is, an employee of a grantee agency may not receive compensation for hours worked (including paid leave) from his/her agency AND from an award for a single period of time, even though such work may benefit both activities. In addition, if an employee works more than 16 hours of regular time plus overtime in any single work day, CJD will not reimburse the grantee agency for the employee's overtime hours that exceed the 16 hours. Overtime payments issued outside of these guidelines are the responsibility of the grantee agency.

Cancellation for Awards - Grantees must take reasonable steps to commence project activities upon receiving notice of a grant award:

Commencement Within 60 Days. If a project is not operational within 60 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must report by letter to CJD the steps taken to initiate the project, the reasons for delay, and the expected revised start date.

Commencement Within 90 Days. If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must submit a second statement to CJD explaining the implementation delay. Upon receipt of the 90-day letter, CJD may cancel the project and redistribute the funds to other project areas. CJD may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

Public Information Requests - Grantees must immediately notify and provide a copy to CJD of any Public Information Request received by the agency related to this grant award.

Prohibited Acts of Agencies and Individuals - Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- Grant funds may not be used to finance or otherwise support the candidacy of a person for an elected local, state, or federal office. This prohibition extends to the direct or indirect employment of a person to perform an action described by this subsection. In addition, grant-funded or grant-leased motor vehicles may not be used for the purpose described above.

- Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.

- Grant funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.

- Grantees must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

Employment of a Lobbyist - Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay,

on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

Legislative Lobbying - Grant funds may not be used to attempt to influence the passage or defeat of a legislative measure.

Use of Alcoholic Beverages - Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. In addition, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.

Nondiscrimination in Programs Involving Students – Grant funds may not be used to discriminate against or denigrate the religious or more beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

Computer Network Requirements – Federal grant funds may not be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography; however, nothing in this requirement limits the use of funds necessary for any federal, state, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

Prior Approval Requirement – Federal grant funds may not be used, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the U.S. Department of Justice, Office of Justice Programs.

Travis County Commissioners Court Agenda Request

Meeting Date: 11/18/14
Prepared By/Phone Number: Elijio Arjona, 854-4555
Elected/Appointed Official/Dept. Head: Leroy Nellis, 854-9106
Commissioners Court Sponsor: Judge Samuel T. Biscoe

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

Proposed routine personnel amendments.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 10.

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

STAFF RECOMMENDATIONS:
N/A

ISSUES AND OPPORTUNITIES:
N/A

FISCAL IMPACT AND SOURCE OF FUNDING:
None.

REQUIRED AUTHORIZATIONS:
Todd Osburn, Human Resources Management Department, 854-2744
Debbie Maynor, Human Resources Management Department, 854-9170
Leroy Nellis, Planning and Budget Office, 854-9106

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

Created 11-13-14 at 4:49 pm

Human Resources Management Department

700 Lavaca Street, 4th Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX (512) 854-9757

November 18, 2014

ITEM # :

DATE: November 7, 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 T.L.O. for DM.

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 10.

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)

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
New Hire	New Hire	11/03/2014	N/A	N/A	1750 - Criminal Justice Planning	30052902 / Paralegal / 1 - Regular / 02 - Full Time Non-Exempt / GRD18 / 00 / $42,382.08
New Hire	New Hire	11/03/2014	N/A	N/A	1850 - Health and Human Sv and Vet Sv	30050286 / Case Worker / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / $43,750.00
New Hire	New Hire	10/16/2014	N/A	N/A	3150 - County Clerk	30006771 / Elections Early Voting Cl / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / $10.00
New Hire	New Hire	10/15/2014	N/A	N/A	3150 - County Clerk	30006106 / Elections Early Voting Cl / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / $10.00
New Hire	New Hire	10/15/2014	N/A	N/A	3150 - County Clerk	30006803 / Elections Early Voting Cl / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / $10.00
New Hire	New Hire	10/06/2014	N/A	N/A	3150 - County Clerk	30006842 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / $14.00
New Hire	New Hire	10/21/2014	N/A	N/A	3150 - County Clerk	30006823 / Elections Early Voting Cl / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / $10.00

Created 11-13-14 at 4:49 pm

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
New Hire	New Hire	10/13/2014	N/A	N/A	3150 - County Clerk	30006716 / Elections Early Voting Cl / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / $10.00
New Hire	New Hire	10/15/2014	N/A	N/A	3150 - County Clerk	30006733 / Elections Early Voting Cl / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / $10.00
New Hire	New Hire	10/15/2014	N/A	N/A	3150 - County Clerk	30006081 / Elections Early Voting Cl / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / $10.00
New Hire	New Hire	10/16/2014	N/A	N/A	3150 - County Clerk	30006140 / Elections Early Voting Cl / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / $10.00
New Hire	New Hire	10/13/2014	N/A	N/A	3150 - County Clerk	30006135 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / $14.00
New Hire	New Hire	10/01/2014	N/A	N/A	3405 - Justice of the Peace Pct 2	30001638 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / $30,239.00
New Hire	New Hire	11/03/2014	N/A	N/A	3500 - Sheriff	30001947 / Physician II / 1 - Regular / 01 - Full Time Exempt / GRD33 / 00 / $156,712.00

Created 11-13-14 at 4:49 pm

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
New Hire	New Hire	11/07/2014	N/A	N/A	3500 - Sheriff	30002837 / Corrections Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / $38,919.50
New Hire	New Hire	11/09/2014	N/A	N/A	3500 - Sheriff	30006030 / Security Coord / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / $35,692.80
Re-Hire	Re-Hire	10/17/2014	N/A	N/A	3150 - County Clerk	30006772 / Elections Early Voting Cl / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / $10.00
Re-Hire	Re-Hire	10/17/2014	N/A	N/A	3150 - County Clerk	30006255 / Elections Early Voting Deputy / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / $12.00
Re-Hire	Re-Hire	10/21/2014	N/A	N/A	3150 - County Clerk	30006758 / Elections Early Voting Cl / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / $10.00
Re-Hire	Re-Hire	10/20/2014	N/A	N/A	3150 - County Clerk	30006157 / Elections Early Voting Cl / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / $10.00
Re-Hire	Re-Hire	10/15/2014	N/A	N/A	3150 - County Clerk	30006194 / Elections Early Voting Cl / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / $10.00

Created 11-13-14 at 4:49 pm

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Re-Hire	Re-Hire	10/17/2014	N/A	N/A	3150 - County Clerk	30006393 / Elections Early Voting Cl / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / $10.00
Re-Hire	Re-Hire	10/13/2014	N/A	N/A	3150 - County Clerk	30006770 / Elections Early Voting Cl / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / $10.00
Re-Hire	Re-Hire	10/21/2014	N/A	N/A	3150 - County Clerk	30006761 / Elections Early Voting Cl / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / $10.00
Mobility	Career Ladder	10/07/2014	3100 - County Attorney	30000719 / Attorney III / 1 - Regular / 01 - Full Time Exempt / GRD25 / 00 / $69,095.87	3100 - County Attorney	30000719 / Attorney IV / 1 - Regular / 01 - Full Time Exempt / GRD27 / 00 / $77,956.53
Mobility	Career Ladder	10/28/2014	3500 - Sheriff	30003185 / Law Enforcement Sheriff Deputy / 1 - Regular / 02 - Full Time Non-Exempt / GRD72 / 03 / $54,414.67	3500 - Sheriff	30003185 / Law Enforcement Sheriff Deputy Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD74 / 03 / $58,681.38
Mobility	Career Ladder	11/11/2014	3500 - Sheriff	30003358 / Law Enforcement Sheriff Deputy / 1 - Regular / 02 - Full Time Non-Exempt / GRD72 / 01 / $52,301.81	3500 - Sheriff	30003358 / Law Enforcement Sheriff Deputy Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD74 / 01 / $55,962.82

Created 11-13-14 at 4:49 pm

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Mobility	Career Ladder	11/01/2014	3650 - Juvenile Probation	30004341 / Juvenile Rsdnt Treatment Officer I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / $31,238.83	3650 - Juvenile Probation	30004341 / Juvenile Rsdnt Treatment Officer II / 1 - Regular / 02 - Full Time Non-Exempt / GRD14 / 00 / $32,800.78
Mobility	Lateral Transfer	10/23/2014	3450 - Constable Pct 1	30050294 / Constable Deputy / 4 - Special Project / 02 - Full Time Non-Exempt / GRD60 / 01 / $49,686.62	3450 - Constable Pct 1	30001745 / Constable Deputy / 1 - Regular / 02 - Full Time Non-Exempt / GRD60 / 01 / $49,686.62
Mobility	Part-Time to Full-Time	11/02/2014	3100 - County Attorney	30000846 / Law Clerk I / 1 - Regular / 04 - Part Time Non-Exempt / GRD15 / 00 / $18,323.38	3100 - County Attorney	30000846 / Law Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / $36,646.76
Mobility	Promotion	10/16/2014	3150 - County Clerk	30000963 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / $35,893.80	3150 - County Clerk	30000957 / Court Clerk II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / $38,750.40
Mobility	Promotion	11/01/2014	3500 - Sheriff	30002597 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 04 / $51,855.02	3500 - Sheriff	30002116 / Corrections Sergeant / 1 - Regular / 02 - Full Time Non-Exempt / GRD88 / 04 / $77,201.90
Mobility	Promotion	11/01/2014	3550 - CSCD	30003476 / Probation Case Work Mgr / 1 - Regular / 01 - Full Time Exempt / NCF01 / 00 / $62,205.35	3550 - CSCD	30003609 / Probation Div Dir / 1 - Regular / 01 - Full Time Exempt / NCF01 / 00 / $71,536.15
Mobility	Promotion	11/04/2014	3600 - Pretrial Services	30005949 / Substance Abuse Monitor / 1 - Regular / 02 - Full Time Non-Exempt / GRD10 / 00 / $29,543.20	3600 - Pretrial Services	30003891 / Pretrial Officer I / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / $38,147.20

Created 11-13-14 at 4:49 pm

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Mobility	Temporary to Regular	11/04/2014	1700 - Transportation and Nat Rsrc	30004851 / Park Tech I / 2 - Temporary / 05 - Hourly - Retmt / GRD08 / 00 / $11.00	1700 - Transportation and Nat Rsrc	30004855 / Park Maintenance Worker / 1 - Regular / 02 - Full Time Non-Exempt / GRD09 / 00 / $28,245.57
Mobility	Temporary to Regular	10/16/2014	3150 - County Clerk	30001051 / Office Asst / 2 - Temporary / 05 - Hourly - Retmt / GRD10 / 00 / $11.87	3150 - County Clerk	30000992 / Court Clerk Asst / 1 - Regular / 02 - Full Time Non-Exempt / GRD11 / 00 / $27,996.80
Mobility	Voluntary Reassignment	11/05/2014	3325 - Criminal Courts	3001542 / Office Specialist Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / $32,145.99	3325 - Criminal Courts	30001502 / Court Bailiff / 1 - Regular / 02 - Full Time Non-Exempt / GRD11 / 00 / $32,145.99
Salary Change	Salary/Hourly Rate Change	11/01/2014	1250 - Planning and Budget	30000272 / Corporations Administrator / 1 - Regular / 01 - Full Time Exempt / GRD24 / 00 / $66,547.58	1250 - Planning and Budget	GRD24 / 00 / $73,202.34
Salary Change	Salary/Hourly Rate Change	11/01/2014	1250 - Planning and Budget	30000262 / Strategic Planning Mgr / 1 - Regular / 01 - Full Time Exempt / GRD26 / 00 / $89,126.77	1250 - Planning and Budget	GRD26 / 00 / $98,039.45
Salary Change	Salary/Hourly Rate Change	11/03/2014	3550 - CSCD	30003521 / CSCD Office Specialist / 1 - Regular / 02 - Full Time Non-Exempt / NCF01 / 00 / $32,059.86	3550 - CSCD	NCF01 / 00 / $31,003.86
Salary Change	Salary/Hourly Rate Change	11/01/2014	1250 - Planning and Budget	30000271 / Investment Mgr / 1 - Regular / 01 - Full Time Exempt / GRD25 / 00 / $91,715.86	1250 - Planning and Budget	GRD25 / 00 / $97,376.07

Created 11-13-14 at 4:49 pm

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Salary Change	Salary/Hourly Rate Change	11/01/2014	1400 - Information Technology Service	30000409 / Customer Support Tech / 1 - Regular / 02 - Full Time Non-Exempt / GRD17 / 00 / $43,658.10	1400 - Information Technology Service	GRD17 / 00 / $45,791.00
Salary Change	Salary/Hourly Rate Change	11/01/2014	1400 - Information Technology Service	30000403 / Customer Support Tech Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD19 / 00 / $47,706.90	1400 - Information Technology Service	GRD19 / 00 / $52,377.00
Salary Change	Salary/Hourly Rate Change	11/01/2014	1250 - Planning and Budget	30000273 / Corporations Administrator Asst / 1 - Regular / 01 - Full Time Exempt / GRD20 / 00 / $54,480.95	1250 - Planning and Budget	GRD20 / 00 / $57,205.00
Salary Change	Salary/Hourly Rate Change	11/01/2014	1400 - Information Technology Service	30000414 / Network Engineer I / 1 - Regular / 01 - Full Time Exempt / GRD23 / 00 / $63,950.58	1400 - Information Technology Service	GRD23 / 00 / $65,250.58
Salary Change	Salary/Hourly Rate Change	11/01/2014	1400 - Information Technology Service	30000330 / Purchasing Clerk III / 1 - Regular / 02 - Full Time Non-Exempt / GRD14 / 00 / $40,144.80	1400 - Information Technology Service	GRD14 / 00 / $41,644.80
Salary Change	Salary/Hourly Rate Change	10/16/2014	1550 - Counseling and Education Sv	30003812 / CES Mgr / 1 - Regular / 01 - Full Time Exempt / GRD24 / 00 / $72,348.10	1550 - Counseling and Education Sv	GRD24 / 00 / $74,156.80

Created 11-13-14 at 4:49 pm

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Salary Change	Salary/Hourly Rate Change	11/01/2014	1250 - Planning and Budget	30000275 / Asst Investment Mgr / 1 - Regular / 01 - Full Time Exempt / GRD21 / 00 / $54,641.63	1250 - Planning and Budget	GRD21 / 00 / $57,373.71
Salary Change	Salary/Hourly Rate Change	11/01/2014	1400 - Information Technology Service	30000329 / Business Analyst II / 1 - Regular / 01 - Full Time Exempt / GRD24 / 00 / $81,671.64	1400 - Information Technology Service	GRD24 / 00 / $85,614.00
Salary Change	Salary/Hourly Rate Change	10/16/2014	1550 - Counseling and Education Sv	30003787 / CES Mgr / 1 - Regular / 01 - Full Time Exempt / GRD24 / 00 / $86,211.82	1550 - Counseling and Education Sv	GRD24 / 00 / $88,367.12

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POSITION RECLASSIFICATION CHANGES AND PERSONNEL ACTIONS				
Effective Date	**Personnel Area**	**Position**	**CURRENT Job Title / Job Object ID / Employee Group / Employee Subgroup / Grade / Level / Salary**	**HRMD RECOMMENDS Job Title / Job Object ID / Employee Group / Employee Subgroup / Grade / Level / Salary**
11/18/2014	3050 – Tax Collector	30000150	Tax Supervisor / 20000131 / 1 - Regular / 01 - Full Time Exempt / GRD20 / 00 / $53,486.02	Tax Office Manager / 20050828 / 1 - Regular / 01 - Full Time Exempt / GRD24 / 00 / $67,454.40
11/18/2014	3050 – Tax Collector	30000199	Tax Supervisor / 20000131 / 1 - Regular / 01 - Full Time Exempt / GRD20 / 00 / $66,331.23	Tax Office Manager / 20050828 / 1 - Regular / 01 - Full Time Exempt / GRD24 / 00 / $71,027.67
Department requests in order to meet departmental needs. PBO has confirmed funding available.				

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

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Bruce Todd, Commissioner, Pct. 2

Gerald Daugherty, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4

Created 11-13-14 at 4:49 pm

Travis County Commissioners Court Agenda Request

Meeting Date: November 18, 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 $792,514.51 for the period of October 31 to November 6, 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 $792,514.51.

ISSUES AND OPPORTUNITIES:

See attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (8956) – $792,514.51

REQUIRED AUTHORIZATIONS:

John Rabb, 854-2742
Jessica Rio, 854-9106

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

Created 11-13-14 at 4:49 pm

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE:	November 18, 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:	October 31 to November 6, 2014
REIMBURSEMENT REQUESTED FOR THIS PERIOD:	$792,514.51
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 $792,514.51.

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

OCTOBER 31, 2014 TO NOVEMBER 6, 2014

-

Page 1. Detailed Recommendation to Travis County Auditor for transfer of funds.

Page 2. Chart of Weekly Reimbursements Compared to Budget.

Page 3. Paid Claims Compared to Budgeted Claims.

Page 4. FY Comparison of Paid Claims to Budget.

Page 5. Notification of amount of request from United Health Care (UHC) (Bank of America)

Page 6. Last page of the UHC Check Register for the Week.

Page 7. List of payments deemed not reimbursable.

Page 8. Journal Entry for the reimbursement.

Created 11-13-14 at 4:49 pm

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: November 18, 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: October 31, 2014
TO: November 6, 2014

REIMBURSEMENT REQUESTED: **$ 792,514.51**

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	$	1,633,298.77
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: November 7, 2014	$	(840,910.26)
SAP corr	$	-
Misc Adj	$	126.00
TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK:**	**$**	**792,514.51**
TRANSFER OF FUNDS REQUESTED:	**$**	**792,514.51**

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

All claims over $25,000 (2 this week totaling $91,682.68) 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 ($112,828.58) 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 $300,000 stop loss limit. Claims that have exceeded the limit will be reimbursed by United Healthcare; claims expenses are credited in the fiscal year reimbursed. Cumulative fiscal year stop loss reimbursements from UHC total $0.00.

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 11/10/14
Debbie Maynor, Director, HRMD Date

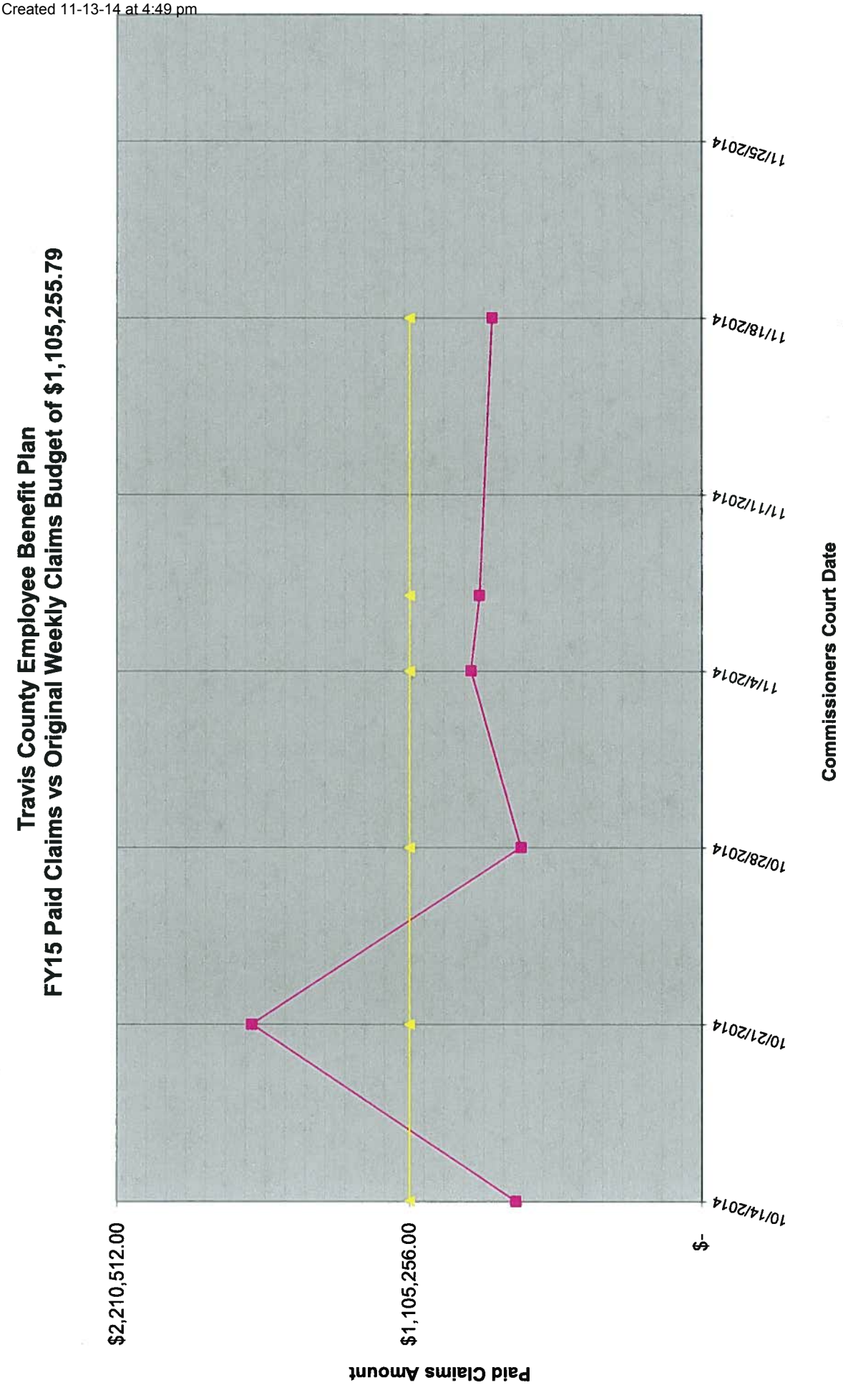
11/7/2014
John Rabb, Benefits Manager Date

11/7/2014
Shannon Steele, Benefits Administrator Date

Norman McRee 11/7/14
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.

Created 11-13-14 at 4:49 pm



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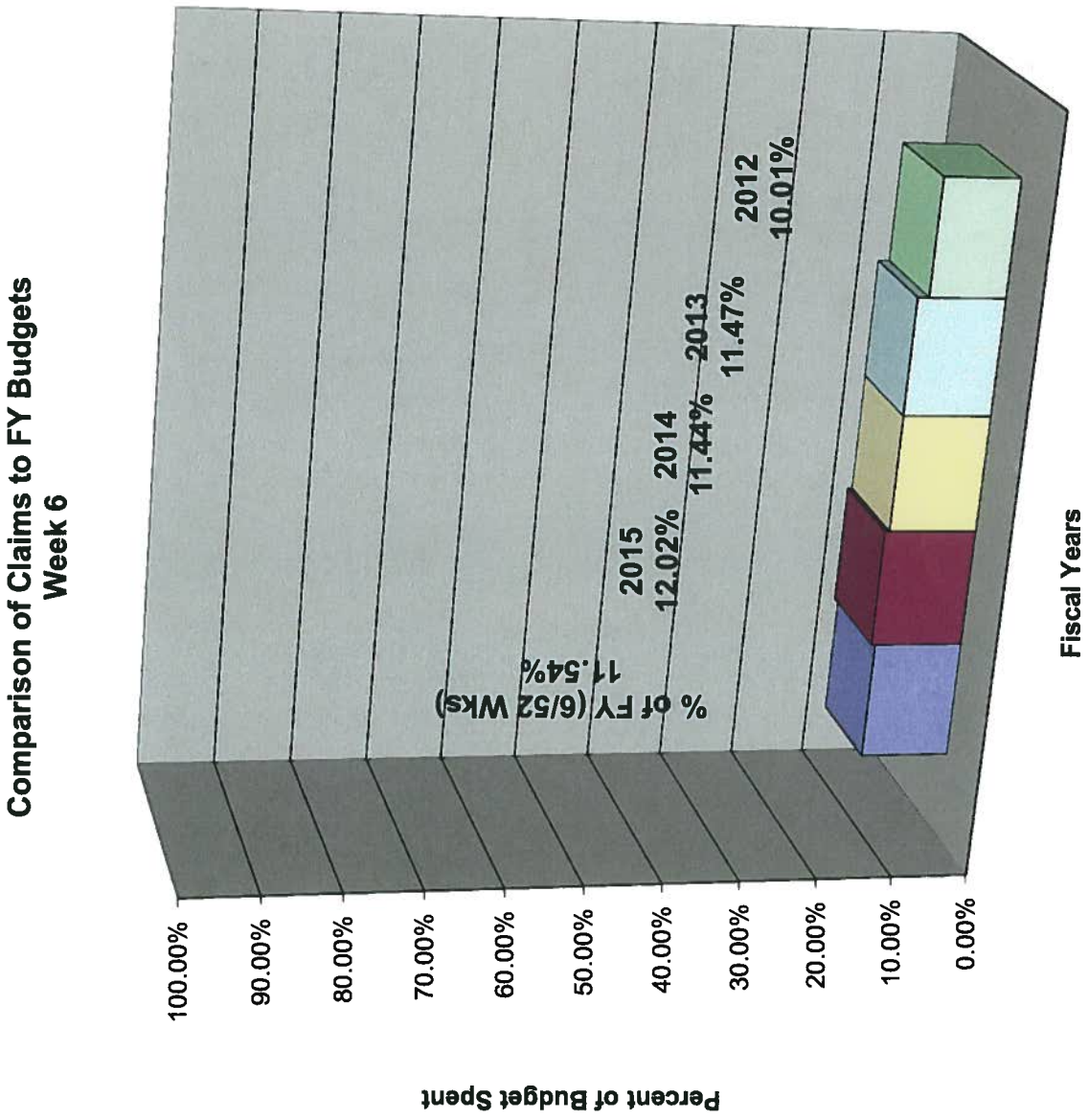
Travis County Employee Benefit Plan
FY15 Weekly Paid Claims VS Weekly Budgeted Amount

Wk	Period from	Period To	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims	FY 2015 % of Budget Spent	FY 2014 % of Budget Spent
1	9/26/2014	10/2/2014	10/14/2014	$ 702,414.24	$ 1,105,255.79	1	$ 36,024.96	1.22%	1.54%
2	10/3/2014	10/9/2014	10/21/2014	$ 1,701,688.17	$ 1,105,255.79	3	$ 276,037.29	4.18%	3.83%
3	10/10/2014	10/16/2014	10/28/2014	$ 683,056.24	$ 1,105,255.79	2	$ 72,871.17	7.66%	5.05%
4	10/17/2014	10/23/2014	11/4/2014	$ 873,051.56	$ 1,105,255.79	3	$ 173,867.60	9.18%	7.53%
5	10/24/2014	10/30/2014	11/7/2014	$ 840,910.26	$ 1,105,255.79	5	$ 180,468.80	10.64%	8.85%
6	10/31/2014	11/6/2014	11/18/2014	$ 792,514.51	$ 1,105,255.79	2	$ 91,682.68	12.02%	11.44%
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Claims (net) & Budget to Date	$ 6,909,984.20	$ 6,631,534.73	stop loss	$ -
Gross Paid Claims over (under) Revised Budget		$ 278,449.47	Pharmacy	$ 1,316,349.22

note: Not predictive of impact on reserve, intended to show relationship of weekly claims cost to weekly budget.

*Friday due to Holiday
**Monday due to Holiday


Comparison of Claims to FY Budgets
Week 6
100.00%
90.00%
80.00%
70.00%
60.00%
50.00%
40.00%
30.00%
20.00%
10.00%
0.00%
Percent of Budget Spent
% of FY (6/52 Wks)
11.54%
2015
12.02%
2014
11.44%
2013
11.47%
2012
10.01%
Fiscal Years

cisco

Secured Message

Reply ReplyAll

From: SIFSFAX@UHC.COM
To: NORMAN.MCREE@CO.TRAVIS.TX.US
Date: November 7, 2014 8:25:39 AM GMT
Subject: Secure Message from sifsfax@uhc.com

TO: NORMAN MCREE
FAX NUMBER: (512) 854-3128
PHONE: (512) 854-3828

FROM: UNITEDHEALTH GROUP
AB5

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2014-11-07

REQUEST AMOUNT: $1,633,298.77

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

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2014-11-06	$1,082,737.70
- REQUIRED BALANCE TO BE MAINTAINED:	$2,668,041.00
+ PRIOR DAY REQUEST:	$00.00
= UNDER DEPOSIT:	$1,585,303.30
+ CURRENT DAY NET CHARGE:	$47,995.47
+ ISSUED CREDIT AMOUNT:	$00.00
+ FUNDING ADJUSTMENTS:	$00.00
REQUEST AMOUNT:	$1,633,298.77

ACTIVITY FOR WORK DAY: 2014-10-31

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	$43,503.13	$00.00	$43,503.13
TOTAL:	$43,503.13	$00.00	$43,503.13

ACTIVITY FOR WORK DAY: 2014-11-03

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2014_11_06

Created 11-13-14 at 4:49 pm

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	(12.10)	QG	93420657	AE	8	10/29/2014	50	11/4/2014	11/6/2014
701254	632	(15.34)	QG	71289330	AH	46	10/30/2014	50	11/5/2014	11/6/2014
701254	632	(15.60)	QG	61876615	AE	6	10/30/2014	50	11/3/2014	11/6/2014
701254	632	(16.47)	A1	4240273	AH	1	11/1/2014	200	11/6/2014	11/6/2014
701254	632	(20.75)	QG	82282885	AH	3	11/1/2014	50	11/7/2014	11/6/2014
701254	632	(24.90)	QG	93135494	AH	7	1/29/2014	50	11/4/2014	11/6/2014
701254	632	(67.05)	A1	4311538	AH	7	11/1/2014	200	11/6/2014	11/6/2014
701254	632	(81.72)	QG	4986169	AH	5	10/29/2014	50	11/4/2014	11/6/2014
701254	632	(89.62)	PH	77106351	AH	1	8/8/2014	50	11/3/2014	11/6/2014
701254	632	(92.00)	A1	4316790	AH	8	11/1/2014	200	11/6/2014	11/6/2014
701254	632	(98.30)	QG	72472200	AH	5	8/15/2014	50	11/3/2014	11/6/2014
701254	632	(115.18)	QG	92998436	AA	3	10/31/2014	50	11/6/2014	11/6/2014
701254	632	(125.71)	PH	45395110	AE	8	10/30/2014	50	11/3/2014	11/6/2014
701254	632	(149.55)	25	439693	AH	9	11/5/2014	50	11/7/2014	11/6/2014
701254	632	(167.81)	QG	20120683	AH	1	11/3/2014	50	11/5/2014	11/6/2014
701254	632	(170.86)	QG	91284894	AA	1	10/28/2014	50	11/3/2014	11/6/2014
701254	632	(172.92)	QG	62327307	AH	1	6/19/2014	50	11/7/2014	11/6/2014
701254	632	(189.04)	QG	93541128	AE	8	6/16/2014	50	11/4/2014	11/6/2014
701254	632	(448.00)	PH	88691232	AH	2	5/16/2014	50	11/3/2014	11/6/2014
701254	632	(813.65)	A1	4323474	AE	7	11/1/2014	200	11/6/2014	11/6/2014
701254	632	(823.44)	A1	4301608	AH	3	11/1/2014	200	11/6/2014	11/6/2014
701254	632	(882.62)	A1	4323476	AE	7	11/1/2014	200	11/6/2014	11/6/2014
701254	632	(1,216.00)	PG	43227303	AE	3	6/3/2014	50	11/7/2014	11/6/2014

$ 792,514.51

Travis County Employee Health Benefits Fund

UHC Payments Deemed Not Reimbursable

For the payment week ending: 11/6/2014

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

Created 11-13-14 at 4:49 pm

Travis County - Employee Health Benefits Fund (8956)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 11/06/2014

Type	EE/RR	Cost Center	G/L Account	Transaction Amount		
CEPO	EE	1110068956	516010	$ 161,357.51		
	RR	1110068956	516110	$ 12,794.48		
				$ -		
			Total CEPO		$	174,151.99
EPO	EE	1110068956	516030	$ 88,045.97		
	RR	1110068956	516130	$ 26,403.16		
			Total EPO		$	114,449.13
PPO	EE	1110068956	516020	$ 435,493.52		
	RR	1110068956	516120	$ 68,419.87		
			Total PPO		$	503,913.39
			Grand Total		$	792,514.51

Travis County Commissioners Court Agenda Request

Meeting Date: November 18, 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: Leroy Nellis, 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 Travis County Local Administrative Judge, Lora J. Livingston, to use the Commissioners Courtroom in the 700 Lavaca Street building on Friday, January 2, 2015 from 9:30 A.M. to 12:30 P.M. to conduct the investiture ceremony for several new elected officials.

BACKGROUND/SUMMARY OF REQUEST:
Facilities Management Department (FMD) received a request from Peg Liedtke, Civil Court Director, for Judge Livingston to use the Commissioners Courtroom and the Hall of Government on Friday, January 2, 2015 from 9:30 A.M. to 12:30 P.M. Purpose of the use is to conduct the investiture ceremony for the following newly elected officials who will take office on January 1, 2015:

Judge Karin Crump – 250th Judicial District Court
Judge Todd Wong – County Court at Law #1
Judge Aurora Martinez Jones – Associate Judge
Ms. Velva Price – District Clerk

The Austin Bar Association will hold a reception in the Hall of Government foyer area with catered appetizers after the ceremony. 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 investiture ceremony.

ISSUES AND OPPORTUNITIES:
This requested use of the Commissioners Court use by a County department is during normal business hours. 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: November 18, 2014

Prepared By/Phone Number:
Belinda Powell, Strategic Planning Manager, Planning & Budget Office 512-854-9506,
and
Matias Segura, Senior Advisor, Alternative Finance and Procurement,
URS Corporation 512-419-5408

Elected/Appointed Official/Dept. Head:
Roger Jefferies, County Executive,
Justice and Public Safety, 512-854-4415
Leroy Nellis, Acting County Executive,
Planning & Budget, 512-854-9106

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:
CONSIDER AND TAKE APPROPRIATE ACTION ON THE PRELIMINARY PROJECT BUDGET FOR THE NEW TRAVIS COUNTY CIVIL AND FAMILY COURTHOUSE.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
On October 14, 2014, the Commissioners Court received and approved the Space Program and Judicial Forecast for the new Civil and Family Courthouse. Following that approval, on October 28, 2014, the Commissioners Court received and approved the preliminary Civil and Family Courthouse Concept based upon the 2025 build-out projections of staff and space requirements. The cost estimate and budget presented here are based on that information, as well as based on efficiencies in the operations, construction, and economies of scale throughout the proposed Program. The proposed Program includes the new Civil and Family Courthouse, the underground parking structure, and interim improvements and uses of the south portion of the block until the time a future building is developed.

The Concept for the CFCH provides for approximately 520,000 gross square feet (gsf) of building and a four level underground parking facility to accommodate over 500 spaces. The Concept suggests a building that is 14 stories, and provides 28 courtrooms with the initial build-out. Further, the Concept has been developed to allow for flexibility in use to achieve efficiencies in operation for the County as the growth in courts and departments is accommodated through 2035. Table 1 below lists all the departments, offices and types of courts included in the proposed new Civil and Family Courthouse.

Table 1

Courts Offices and Departments
Civil District and County Courts (Courtrooms and Offices)
Court Admin
District and County Clerks
Domestic Relations
Office of Child Representation
Office of Parental Representation
Law Library and Self Help Center
Sheriff Transport and Staging
Building Support
Building Amenities (incl. Children's waiting area)
IV-D Associate Judge's Courts (Child Support)
Probate Court
District Attorney and County Attorney Work Areas

Project Cost Estimate and Budget Process

The Civil and Family Courthouse Project budget has been developed through a collaborative and iterative process based on estimated needs for the Program. In order to develop the cost estimate, the URS and HOK Teams used industry standard methods for construction and financing pricing, recent local Austin market construction trends, and Design-Build procurement risk transfer considerations, including contractor bonding costs and historical inflation indices. In addition, previous program management and courthouse design and construction experience from both teams influenced the analysis to achieve a reasonable expectation of probable future construction costs. The project budget has been compiled to include not only the "hard costs" (physical construction, utilities, furnishings, etc.), but also the "soft costs" (inflation, bonding, financing, moving, professional services, testing, permits, etc.). The project budget has undergone extensive review both independently by HOK and URS, as well as in conjunction with the Travis County Project Managers.

The Program Estimate presented is preliminary. The estimate and budget are based on a proposed May 2015 bond referendum, as well as a projected completion date of December 2018. In addition, to protect the County from costly escalation, inflation and typical construction market variability, both URS and HOK agree that the project budget shown below in Table 2 includes sufficient protections and is reasonable to achieve the project milestone schedule.

Table 2

Courts Offices and Departments		
Construction Costs (potential bond amount)	$	276,752,752
Owner's FF&E and Misc.	$	17,483,099
Program Total	$	294,235,851

In addition to direction provided by the Court, the Project Team will continue to further refine work, seek economies and efficiencies, and seek value savings over the next two months. Principally, the project team will also continue to develop the life cycle cost analysis and the annual operations budget.

Over the next two months, URS and HOK will work with the County to refine the initial project and further define the project expectations in areas most likely to impact cost drivers for the project. Continuing the process of defining the project expectations will allow the construction estimate to be refined.

STAFF RECOMMENDATIONS:

Authorize the project team to continue the process of further refining the Program Cost Estimate.

ISSUES AND OPPORTUNITIES:

Project Budget Comparisons – Courthouse Only

The project team evaluated courthouses constructed in the United States within the last 10 years. The analysis focused on courthouses that were located in urban areas, and were similar in scale and function to the new Travis County Civil and Family Courthouse. Over 20 courthouse projects were evaluated. The projects determined to be most similar are grouped by region are shown below in Table 3. For comparison purposes, the costs for the projects were developed in the following manner:

1. All costs were adjusted to consider the cost of the courthouse only.
2. All costs have been projected to 2017 dollars, which is the estimated time that the Design-Build Team would be into substantial construction.
    a. Costs were brought forward to 2013 dollars using a standard Consumer Price Index (CPI) calculator.
    b. Costs were projected forward to 2017 dollars using CPI forecast figures developed by the Congressional Budget Office.
3. Projects costs are presented by census region to reflect regional cost differentials.

The construction costs for the new Civil and Family Courthouse were adjusted in the following manner to ensure consistency with the way costs for the selected projects have been compared.

1. Costs shown include only the secure judicial parking and inmate transport areas and do not include the additional parking structure.
2. Costs assume a build out to 2025 staffing levels and the remainder of the space will be left as shell space for future expansion.
3. Operating expenses related to moving into the building, which are not typically included in construction budgets, have been removed from the estimate.
4. Furniture, fixtures, and equipment costs (FF&E), which are not typically included in construction budgets have been removed.
5. The Construction Cost Estimate used for the comparison is **$232,684,770.**

Table 3

Regional Comparison Table (Dollars per sq-ft)	
West South Central Region	$ 451
East North Central & Mid-Atlantic Regions	$ 353
South Atlantic Region	$ 377
Mountain Region	$ 360
Pacific Region	$ 875
Travis County Civil and Family Courthouse	**$ 447**

FISCAL IMPACT AND SOURCE OF FUNDING: NA

REQUIRED AUTHORIZATIONS: NA

ATTACHMENTS: NA

Travis County Commissioners Court Agenda Request

Meeting Date: November 18, 2014
Prepared By/Phone Number: Jesus Angel Gómez/854-1187; Marvin Brice, CPPB/854-9765
Elected/Appointed Official/Dept. Head: Cyd V. Grimes, C.P.M., CPPO
Commissioners Court Sponsor: Judge Samuel T. Biscoe

Agenda Language: Authorize Purchasing Agent to commence negotiations with the highest-ranked firm, CGL RicciGreene Design Group LLC, in reference to Request for Qualifications (RFQ) No. Q1406-010-AG, Juvenile Probation Department Needs Analysis and Master Plan Update.

- **Purchasing Recommendation and Comments:** Purchasing concurs with departments and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.
- On August 13, 2014, RFQ No. Q1406-010-AG was issued to seek qualification statements from firms to conduct a Juvenile Probation Department Needs Analysis and Master Plan Update, a two-phased planning effort. The first phase, the Needs Analysis, includes a review and analysis of current operations and a long-term forecast of growth in the juvenile court system, detention system, treatment programs, and administration.
- The results of this analysis will quantify data for the second phase, the Master Plan Update. During this phase, the forecast need for additional space will be translated into a physical plan for the use and reuse of the department's land and facilities, identifying how the department can continue to carry out its mission for the next 25 years. A comprehensive approach to redevelopment and renovation at the site will be needed in order to maintain current operations while construction of new and or replacement elements are developed.
- Subject RFQ was issued electronically to over 14,400 businesses nationwide, with approximately 79 businesses viewing the RFQ before it closed on September 10, 2014. Two (2) responses were received in response to the solicitation. The Evaluation Committee, supervised by the Purchasing Office, and comprised of representatives from the

Juvenile Probation Department and Planning and Budget Office, reviewed and scored the qualification statements based on the established evaluation criteria. Both firms were considered highly qualified and experienced from the review and scoring of the qualfication statements.

- The Evaluation Committee conducted oral interviews with the two (2) firms on October 10, 2014. The firms were; CGL RicciGreene Design Group LLC; and Treanor Architects with Huskey Associates, Inc. After the interviews, the Evaluation Committee met to discuss the oral presentations and determine the final scores based upon the established oral presentation criteria. After deliberation and final scoring, the Evaluation Committee established a final ranking, selecting CGL RicciGreene Design Group LLC as the highest–ranked firm. Scoring matrices are attached for the Court's review.

- The Purchasing Agent requests authorization to begin formal negotiations with CGL RicciGreene Design Group LLC, including price, to finalize a contract for the Court's approval. Should negotiations be unsuccessful, the Purchasing Agent will request authorization to terminate negotiations with CGL RicciGreene Design Group LLC, and then commence negotiations with the next highest ranked firm.

- **Funding Information:**
  ☒ Shopping Cart/Funds Reservation in SAP: 300001228
  ☐ Comments: To Be Determined

REQUIRED ACTION

_____ Approved _____Disapproved

_____

Samuel T. Biscoe Date
County Judge

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

Created 11-13-14 at 4:49 pm

Evaluation Matrix for Statement of Qualifications

RFQ1406-010-AG, Juvenile Probation Department Needs Analysis and Master Plan Update

	FIRMS:	TREANOR			CGL		
	Criteria	Weighted Factor	Raw Score (1 to 5)	Total Score	Weighted Factor	Raw Score (1 to 5)	Total Score
1.	**CRITERION ONE: Experience of Staff**						
	Respondent must have sufficiently experienced current full-time staff, both registered professionals in the applicable field and technical and administrative support staff, to competently and efficiently perform the work. Categories should add up to 40%.						
	Managerial Staff: years and relevance of experience	10%	4	0.40	10%	4	0.40
	Juvenile Detention and Court-specific staff: years and relevance of experience	20%	3	0.60	20%	4	0.80
	Other technical staff: years and relevance of experience	10%	3	0.30	10%	3	0.30
2.	**CRITERION TWO: Written Technical Plan**						
	The Technical Plan will be evaluated in four (3) categories, each weighted with the percentage indicated. All four categories add up to 40%.						
	Project Knowledge	15%	5	0.75	15%	5	0.75
	Completeness	15%	3	0.45	15%	4	0.60
	Clarity	10%	4	0.40	10%	4	0.40
3.	**CRITERION THREE: Prime Firm's Comparable Project Experience**						
	The prime firm (or Joint Venture Firm) identified in the Project management chart must have work experience pertinent to the Project under consideration and local conditions.	10%	3	0.30	10%	5	0.50
4.	**CRITERION FOUR: Sub-Consultant's Comparable Project Experience**						
	Demonstrated experience of the firm in providing similar consulting services on comparable projects.	10%	4	0.40	10%	3	0.30
	TOTAL SCORE	100%	29	3.60	100%	32	4.05
	EVALUATOR #1						

	FIRMS:	TREANOR			CGL		
	Criteria	Weighted Factor	Raw Score (1 to 5)	Total Score	Weighted Factor	Raw Score (1 to 5)	Total Score
1.	**CRITERION ONE: Experience of Staff**						
	Respondent must have sufficiently experienced current full-time staff, both registered professionals in the applicable field and technical and administrative support staff, to competently and efficiently perform the work. Categories should add up to 40%.						
	Managerial Staff: years and relevance of experience	10%	5	0.50	10%	5	0.50
	Juvenile Detention and Court-specific staff: years and relevance of experience	20%	4	0.80	20%	5	1.00
	Other technical staff: years and relevance of experience	10%	4	0.40	10%	5	0.50
2.	**CRITERION TWO: Written Technical Plan**						
	The Technical Plan will be evaluated in four (3) categories, each weighted with the percentage indicated. All four categories add up to 40%.						
	Project Knowledge	15%	3	0.45	15%	5	0.75
	Completeness	15%	4	0.60	15%	5	0.75
	Clarity	10%	5	0.50	10%	3	0.30
3.	**CRITERION THREE: Prime Firm's Comparable Project Experience**						
	The prime firm (or Joint Venture Firm) identified in the Project management chart must have work experience pertinent to the Project under consideration and local conditions.	10%	4	0.40	10%	5	0.50
4.	**CRITERION FOUR: Sub-Consultant's Comparable Project Experience**						
	Demonstrated experience of the firm in providing similar consulting services on comparable projects.	10%	4	0.40	10%	5	0.50
	TOTAL SCORE	100%	33	4.05	100%	38	4.80
	EVALUATOR #2						

	FIRMS:	TREANOR			CGL		
	Criteria	Weighted Factor	Raw Score (1 to 5)	Total Score	Weighted Factor	Raw Score (1 to 5)	Total Score
1.	**CRITERION ONE: Experience of Staff**						
	Respondent must have sufficiently experienced current full-time staff, both registered professionals in the applicable field and technical and administrative support staff, to competently and efficiently perform the work. Categories should add up to 40%.						
	Managerial Staff: years and relevance of experience	10%	3	0.30	10%	4	0.40
	Juvenile Detention and Court-specific staff: years and relevance of experience	20%	3	0.60	20%	4	0.80
	Other technical staff: years and relevance of experience	10%	3	0.30	10%	4	0.40
2.	**CRITERION TWO: Written Technical Plan**						
	The Technical Plan will be evaluated in four (3) categories, each weighted with the percentage indicated. All four categories add up to 40%.						
	Project Knowledge	15%	4	0.60	15%	4	0.60
	Completeness	15%	3	0.45	15%	4	0.60
	Clarity	10%	3	0.30	10%	4	0.40
3.	**CRITERION THREE: Prime Firm's Comparable Project Experience**						
	The prime firm (or Joint Venture Firm) identified in the Project management chart must have work experience pertinent to the Project under consideration and local conditions.	10%	3	0.30	10%	4	0.40
4.	**CRITERION FOUR: Sub-Consultant's Comparable Project Experience**						
	Demonstrated experience of the firm in providing similar consulting services on comparable projects.	10%	4	0.40	10%	4	0.40
	TOTAL SCORE	100%	26	3.25	100%	32	4.00
	EVALUATOR #3						

Created 11-13-14 at 4:49 pm

	FIRMS:	TREANOR			CGL		
	Criteria	Weighted Factor	Raw Score (1 to 5)	Total Score	Weighted Factor	Raw Score (1 to 5)	Total Score
1.	**CRITERION ONE: Experience of Staff**						
	Respondent must have sufficiently experienced current full-time staff, both registered professionals in the applicable field and technical and administrative support staff, to competently and efficiently perform the work. Categories should add up to 40%.						
	Managerial Staff: years and relevance of experience	10%	3	0.30	10%	4	0.40
	Juvenile Detention and Court-specific staff: years and relevance of experience	20%	4	0.80	20%	3	0.60
	Other technical staff: years and relevance of experience	10%	3	0.30	10%	4	0.40
2.	**CRITERION TWO: Written Technical Plan**						
	The Technical Plan will be evaluated in four (3) categories, each weighted with the percentage indicated. All four categories add up to 40%.						
	Project Knowledge	15%	4	0.60	15%	3	0.45
	Completeness	15%	3	0.45	15%	4	0.60
	Clarity	10%	3	0.30	10%	4	0.40
3.	**CRITERION THREE: Prime Firm's Comparable Project Experience**						
	The prime firm (or Joint Venture Firm) identified in the Project management chart must have work experience pertinent to the Project under consideration and local conditions.	10%	3	0.30	10%	4	0.40
4.	**CRITERION FOUR: Sub-Consultant's Comparable Project Experience**						
	Demonstrated experience of the firm in providing similar consulting services on comparable projects.	10%	4	0.40	10%	4	0.40
	TOTAL SCORE	100%	27	3.45	100%	30	3.65
	EVALUATOR #4						

	FIRMS:	TREANOR			CGL		
	Criteria	Weighted Factor	Raw Score (1 to 5)	Total Score	Weighted Factor	Raw Score (1 to 5)	Total Score
1.	**CRITERION ONE: Experience of Staff**						
	Respondent must have sufficiently experienced current full-time staff, both registered professionals in the applicable field and technical and administrative support staff, to competently and efficiently perform the work. Categories should add up to 40%.						
	Managerial Staff: years and relevance of experience	10%	4	0.40	10%	4	0.40
	Juvenile Detention and Court-specific staff: years and relevance of experience	20%	3	0.60	20%	4	0.80
	Other technical staff: years and relevance of experience	10%	3	0.30	10%	4	0.40
2.	**CRITERION TWO: Written Technical Plan**						
	The Technical Plan will be evaluated in four (3) categories, each weighted with the percentage indicated. All four categories add up to 40%.						
	Project Knowledge	15%	3	0.45	15%	4	0.60
	Completeness	15%	3	0.45	15%	4	0.60
	Clarity	10%	3	0.30	10%	3	0.30
3.	**CRITERION THREE: Prime Firm's Comparable Project Experience**						
	The prime firm (or Joint Venture Firm) identified in the Project management chart must have work experience pertinent to the Project under consideration and local conditions.	10%	3	0.30	10%	4	0.40
4.	**CRITERION FOUR: Sub-Consultant's Comparable Project Experience**						
	Demonstrated experience of the firm in providing similar consulting services on comparable projects.	10%	4	0.40	10%	4	0.40
	TOTAL SCORE	100%	26	3.20	100%	31	3.90
	EVALUATOR #5						

	FIRMS:	TREANOR			CGL		
	Criteria	Weighted Factor	Raw Score (1 to 5)	Total Score	Weighted Factor	Raw Score (1 to 5)	Total Score
1.	**CRITERION ONE: Experience of Staff**						
	Respondent must have sufficiently experienced current full-time staff, both registered professionals in the applicable field and technical and administrative support staff, to competently and efficiently perform the work. Categories should add up to 40%.						
	Managerial Staff: years and relevance of experience	10%	3	0.30	10%	4	0.40
	Juvenile Detention and Court-specific staff: years and relevance of experience	20%	4	0.80	20%	3	0.60
	Other technical staff: years and relevance of experience	10%	3	0.30	10%	4	0.40
2.	**CRITERION TWO: Written Technical Plan**						
	The Technical Plan will be evaluated in four (3) categories, each weighted with the percentage indicated. All four categories add up to 40%.						
	Project Knowledge	15%	3	0.45	15%	4	0.60
	Completeness	15%	3	0.45	15%	4	0.60
	Clarity	10%	3	0.30	10%	3	0.30
3.	**CRITERION THREE: Prime Firm's Comparable Project Experience**						
	The prime firm (or Joint Venture Firm) identified in the Project management chart must have work experience pertinent to the Project under consideration and local conditions.	10%	3	0.30	10%	4	0.40
4.	**CRITERION FOUR: Sub-Consultant's Comparable Project Experience**						
	Demonstrated experience of the firm in providing similar consulting services on comparable projects.	10%	4	0.40	10%	3	0.30
	TOTAL SCORE	100%	26	3.30	100%	29	3.60
	EVALUATOR #6						
	EVALUATION COMMITTEE - SOQ AVERAGE SCORES			3.48			4.00

Created 11-13-14 at 4:49 pm

Evaluation Matrix for RFQ No. Q1406-010-AG, Juvenile Probation Department Needs Analysis and Master Plan Update

ORAL PRESENTATION AND INTERVIEW - FINAL SCORES

Firm Name:	TREANOR			CGL		
Criteria	Weighted Factor	Raw Score	Total Score	Weighted Factor	Raw Score	Total Score
Project Knowledge of staff	40%	3	1.20	40%	4	1.60
Completeness of answers	40%	4	1.60	40%	4	1.60
Clarity of responses	20%	5	1.00	20%	5	1.00
TOTAL SCORE	100%		3.80	100%		4.20
EVALUATOR #1	bp					

Firm Name:	TREANOR			CGL		
Criteria	Weighted Factor	Raw Score	Total Score	Weighted Factor	Raw Score	Total Score
Project Knowledge of staff	40%	3	1.20	40%	5	2.00
Completeness of answers	40%	5	2.00	40%	5	2.00
Clarity of responses	20%	4	0.80	20%	5	1.00
TOTAL SCORE	100%		4.00	100%		5.00
EVALUATOR #2	mg					

Firm Name:	TREANOR			CGL		
Criteria	Weighted Factor	Raw Score	Total Score	Weighted Factor	Raw Score	Total Score
Project Knowledge of staff	40%	4	1.60	40%	3	1.20
Completeness of answers	40%	4	1.60	40%	3	1.20
Clarity of responses	20%	3	0.60	20%	3	0.60
TOTAL SCORE	100%		3.80	100%		3.00
EVALUATOR #3	bc					

Firm Name:	TREANOR			CGL		
Criteria	Weighted Factor	Raw Score	Total Score	Weighted Factor	Raw Score	Total Score
Project Knowledge of staff	40%	4	1.60	40%	3	1.20
Completeness of answers	40%	4	1.60	40%	3	1.20
Clarity of responses	20%	3	0.60	20%	3	0.60
TOTAL SCORE	100%		3.80	100%		3.00
EVALUATOR #4	db					

Firm Name:	TREANOR			CGL		
Criteria	Weighted Factor	Raw Score	Total Score	Weighted Factor	Raw Score	Total Score
Project Knowledge of staff	40%	4	1.60	40%	4	1.60
Completeness of answers	40%	3	1.20	40%	4	1.60
Clarity of responses	20%	3	0.60	20%	4	0.80
TOTAL SCORE	100%		3.40	100%		4.00
EVALUATOR #5	crm					

Firm Name:	TREANOR			CGL		
Criteria	**Weighted Factor**	**Raw Score**	**Total Score**	**Weighted Factor**	**Raw Score**	**Total Score**
Project Knowledge of staff	40%	3.6	1.44	40%	3.8	1.52
Completeness of answers	40%	4	1.60	40%	3.8	1.52
Clarity of responses	20%	3.6	0.72	20%	4	0.80
TOTAL SCORE AVERAGE	100%		**3.76**	100%		**3.84**

Evaluation Instructions: Each factor above is worth up to 5 points. Evaluate each proposal against the criteria and assign points (1-5) for each factor, based on the following scale:

5 - Excellent
4 - Significant Above Acceptable
3 - Slightly Above Acceptable
2 - Acceptable
1 - Minimally Acceptable
e.g. 30% x 4 = 1.2

EVALUATION COMMITTEE RECOMMENDATION **CGL 3.84**

Created 11-13-14 at 4:49 pm

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

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

ESTELA P. MEDINA
Chief Juvenile Probation Officer

TO: Cyd Grimes
Purchasing Agent

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

RE: **RFQ:** Master Plan & Needs Analysis
Request for Authorization from Commissioner's Court &
Recommendation to Commence Negotiations

DATE: October 30, 2014

The Travis County Juvenile Probation Department would like to request that the Purchasing Office proceed with a recommendation requesting authorization from Commissioner's Court to commence negotiations with CGL Ricci Greene for consulting services for the above referenced Request for Qualifications (RFQ) for a Master Plan and Needs Analysis. The consulting group was the higher ranked team of the two that were evaluated and interviewed for this project.

This recommendation is based on review of the vendor's experience in working with Juvenile facilities, the technology and understanding of juvenile programs, as well as the strategies displayed through the interview process. Also considered were the individual and composite scores received for this consulting group.

The Master Plan and Needs Analysis will help the department identify both short and long term strategies that will assist the department and our Travis County community in making the maximum use of our facilities; and in providing cost effective programming and services to meet growing community needs.

The Juvenile Probation Department supports the recommendation of CGL Ricci Greene as the potential provider for the Needs Analysis and Master Plan project.

Thank you for your assistance regarding this request.

CC:
Darryl Beatty, Deputy Chief, TCJPD
Britt Canary, Deputy Chief, TCJPD
Sylvia Mendoza, Financial Manager, TCJPD
Belinda Powell, Strategic Planning Manager, PBO
Mark Gilbert, Sr. Planner, PBO
Jesus (Angel) Gomez, Purchasing Agent Asst. IV, Purchasing Office

Created 11-13-14 at 4:49 pm

Funds Reservation 300001228

General Data

Document type	FC	Document type	030
Company code	1000	Document date	07/11/2014
FM area	1000	Posting date	07/11/2014
Controlling area	1000	Currency	USD/ 1.00000

Statistics

Entered by	WILLIAM1	Created on	07/11/2014
Last changed by		Last changed	

More Data

Text	Juvenile Probation building master plan project
Reference	
Overall Amount	320,000.00 USD

Document item 001

Text	TCJPD master plan		
Commitment item	511890	Funds center	1458000001
Fund	0001	G/L account	511890
Cost center	1458000001	Due on	
Vendor		Customer	
Amount	320,000.00 USD		

Travis County Commissioners Court Agenda Request

Meeting Date: November 18, 2014
Prepared By/Phone Number: Jesus Angel Gómez/512-854-1187; Marvin Brice, CPPB, Assistant Purchasing Agent/512-854-9765
Elected/Appointed Official/Dept. Head: Cyd Grimes, C.P.M., CPPO
Commissioners Court Sponsor: Judge Samuel T. Biscoe

Agenda Language: Approve Modification No. 2 to Contract No. 4400001642, Atkins North America Inc., for Weiss Lane Bridge #229 Improvements Project.

- **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.
- Weiss Lane Bridge is currently a functionally obsolete one-lane bridge over the South Fork of Wilbarger Creek. Previous design services performed under this PSA accommodated the replacement of the existing bridge with a new 2 lane bridge (no shoulders) on the existing alignment and within the existing ROW. This design was progressed to 60% completion. It has been determined that the proposed bridge should be wide enough to accommodate shoulders as well as two lanes of traffic. This will necessitate the re-design of the project, shifting the proposed centerline alignment to the west and will require the acquisition of Right of Way on the west side of the project.
- The re-design of this project will consist of the design for the replacement of the bridge with a new two-lane pre-cast concrete bridge with shoulders. The structural design of the bridge will be done entirely using TxDOT standards. The bridge will be designed to clear the 100 year flood with maximum 12 inch overtopping.
- Atkins North America Inc., was initially selected from the pre-qualified list of professional engineering and architectural firms, under RFQ No. Q110243-LP, and was awarded the contract on December 17, 2013.

- Change Order number two (2) is necessary for the revision of the design of the proposed bridge at Wilbarger Creek that will widen the bridge to accommodate wider shoulders on Weiss Lane for pedestrian and bicycle traffic.

  This change order is in the amount of $71,466.50, and increases the contract amount from $99,846.80 to $171,313.30. The total aggregate amount increased of the cumulative change order(s) is over the threshold amount for increases and therefore requires court approval.

- Change Order number one (1) was necessary to re-allocate the sub-consultant labor fees, adjusting the labor hours related to the environmental services fees from Reimbursable Expenses to Compensation for Basic Services. This change order did not increase or decrease the contract amount of $99,846.80. The total amount of this change order was not over the threshold amount and therefore did not require court approval.

- **Contract Expenditures:** Within the last 12 months $60,465.72 has been spent against this contract.

- **Contract-Related Information:**
  Award Amount: $171,313.30
  Contract Type: Professional Services Agreement
  Contract Period: Through Completion

- **Contract Modification Information:**
  Modification Amount: $71,466.50
  Modification Type: Construction
  Modification Period: Through Completion

- **Funding Information:**
  ☒ Funds Reservation in SAP: 300000880
  ☒ Fund(s)/Funding Center(s): 4036, 4086/1490190000
  ☐ Comments:

Created 11-13-14 at 4:49 pm

Angel 10.9.14 MB

TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT
STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE
700 Lavaca Street, 5th Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4626

RECEIVED
TRAVIS COUNTY
2014 OCT -9 AM 8:25
PURCHASING OFFICE

October 8, 2014

MEMORANDUM

TO: Marvin Brice, Assistant Purchasing Agent

FROM: Morgan Cotten, P.E., County Executive, TNR

THROUGH: Steve Manilla, P.E., County Executive

SUBJECT: Modification #2 to Professional Services Agreement (PSA) for the Weiss Lane Bridge Replacement project, Design Services, K #4400001642-Atkins Engineering

This modification is for revising the design of the proposed bridge at Wilbarger Creek in Precinct One.

The proposed design modification is for including wider shoulders on the bridge to match the proposed shoulders on Weiss Lane. The wider shoulders planned for the proposed bridge are intended to accommodate pedestrian and bicycle traffic, but will require acquisition of additional right-of-way.

The design consultant, Atkins, Inc., has requested an additional $71,466.50 for the design modification.

Financial information for this request is as follows:

Funds Reservation Number 300000880			
Fund	4036	4086	Grand Total
Fund Center	1490190000	1490190000	
G/L Account	522040	522040	
IO/WBS	BGCN.149.000005	BGCN.149.000005	
Amount	$35,743.89	$35,722.61	$71,466.50

TNR recommends approval of Contract Modification #2.

If you have any questions or require additional information, please contact me at extension 49434, or Mo Mortazavi at 47589.

Attachments: Atkins' Proposal for Contract Modification #2.

cc: Cyd Grimes, Purchasing Agent
Jesus (Angel) Gomez, Purchasing
Steve Sun, Isabelle Lopez, Tawana Gardner, Mo Mortazavi

Created 11-13-14 at 4:49 pm

ATKINS

Atkins North America, Inc.
Rob Bailey, P.E.
6504 Bridge Point Pkwy, Suite 200
Austin, TX 78730
rob.bailey@atkinsglobal.com

Tel: (512) 327-6840
Direct no: (512) 342-3225

info@atkinsglobal.com
atkinsglobal.com/northamerica

Project No.: Weiss Lane Bridge #229 Improvements

Mr. Mo Mortazavi, P.E.
Travis County
Transportation & Natural Resources
700 Lavaca St., 5th Floor
Austin, TX 78701

October 3, 2014

Weiss Lane Bridge #229 Improvements
Contract No. 4400001642

Dear Mr. Mortazavi,

We are pleased to submit this proposal for a supplemental agreement for professional engineering services for the above referenced contract to include the preparation of plans, specifications, and estimates (PS&E), and bidding phase services for a bridge replacement and associated approach roadway improvements. The bridge replacement PS&E will be prepared in accordance with the attached Scope of Work document for a total supplemental fee of $71,466.50.

Please feel free to contact me if you have any questions.

Sincerely,

Rob Bailey, PE
Highway Design Manager
ATKINS
75 years of design, engineering and project management excellence

DESIGN AND ENGINEERING EXCELLENCE SINCE 1938

REVISED SCOPE OF SERVICES

I. Project Summary

Weiss Lane Bridge is currently a functionally obsolete one-lane bridge over the South Fork of Wilbarger Creek. Previous design services performed under this Professional Services Agreement accommodated the replacement of the existing bridge with a new 2 lane bridge (no shoulders) on the existing alignment and within the existing ROW. This design was progressed to 60% completion. It has been determined that the proposed bridge should be wide enough to accommodate shoulders as well as two lanes of traffic. This will necessitate the re-design of the project, shifting the proposed centerline alignment to the west and will require the acquisition of ROW on the west side of the project.

The re-design of this project will consist of the design for the replacement of the bridge with a new two-lane with shoulders pre-cast concrete bridge. The structural design of the bridge will be done entirely using TxDOT standards. The bridge will be designed to clear the 100-year flood with max 12" overtopping. The approach roadway will be designed to appropriate geometrics, but will not be designed to improve the existing hydraulic characteristics of the roadway. For this scope of services, Atkins assumes that the new creek crossing will be slightly upstream of the existing location and that proposed ROW will be obtained from the west side of the project, maintaining the existing east ROW line. It is also intended that this portion of Weiss Lane will be closed for construction.

Professional services will be provided by Atkins to produce preliminary plan documents and final plans, specifications, and estimates (PS&E) for the new structure and connecting roadways. These services generally will include hydrologic and hydraulic analysis and design; preparing construction documents and cost estimates; traffic control detour signing plans; assistance with identification of existing utilities in conflict; revising the environmental assessment; and assistance with bidding phase services.

Services to be provided by Travis County will include topographic surveying, preparation of easement and ROW documents, geotechnical engineering (drilling and testing of geotechnical borings, pavement design, bridge foundation shaft length, slope stability, sieve analysis of creek bottom material in two locations for scour analysis), and environmental permitting if necessary.

II. Scope of Services

Services will be provided by Atkins as five specific work products and/or support services, each with a separate fee and each requiring a separate "Notice to Proceed" from Travis County (the County). The scope of work for each Work Product is described in more detail below. Each Work Product will be submitted to the County for review and comment. The review process will consist of submitting two sets of the plans (11x17), estimates of probable construction costs, and specifications when required. Each submittal will include a cover letter stating who from the design team performed a Quality Assurance/Quality Control Check. Upon addressing the County's comments, Atkins will submit two final check sets if required for the County to review and provide written comments and/or approval.

A. Work Product 1 – 30% Design: The 30% design phase will include a traffic control concept, coordination with the County's topographic survey and geotechnical investigation, a preliminary revised environmental assessment, and 30% design documents and estimate. The scope of services to be included in Work Product 1 is as follows:

1. Attend one kickoff meeting with the County and design team.

2. Perform one site visit to perform field reconnaissance for design issues, existing utilities, and to verify survey data.

3. Coordinate with County Topographic Survey – Assist in developing scope and limits of additional topographic and boundary survey needed due to the increased project length and width.

4. Coordinate with County Geotechnical Investigation – Assist in scope and location of geotechnical borings needed for proposed structure if required due to the location of the new bridge shifting to the west of the existing bridge.

5. Revise the environmental assessment prepared previously.

6. Identify and contact existing utilities located in the project area to provide an updated project layout and cross sections. This will be necessary due to the increased project length, shifting of the propsed center line to the west and a greater area of impact than was originally communicated to the utility companies.

7. Include the temporary traffic control plan concept for closing the road during construction that was developed during the initial design.

8. Perform hydrologic and hydraulic analyses of the existing and proposed drainage crossing with new topographic survey data to be provided by the County. Refine proposed drainage structure opening design based on model.

9. Attend one (1) meeting with the County to present and review the results of the hydraulic analysis.

10. Based on the conclusion from the meeting described in item 8, develop 30% plans to include the following:

    a) Cover sheet indicating project name and number; site location; project limits; names and signature blocks; symbology legend; and proposed index of drawings to be included in the plan set.

    b) Typical sections showing proposed and existing conditions.

c) Plan and profile sheets showing existing conditions and proposed type and location of structure;

d) Cross-sections for roadways showing existing ground conditions and proposed conditions based upon preliminary alignments and typical sections;

e) Identification of limits of construction and properties that could be affected by the proposed construction;

f) Identification of existing utilities that could be affected by the proposed increased construction limits;

11. Develop Engineer's estimate of construction cost for 30% design. Unit prices to be based on current TxDOT average low bid unit prices or unit prices provided by the County from recent bids on similar projects.

12. Perform QA/QC review per Travis County requirements.

13. Provide monthly progress reports and updated project schedules.

B. Work Product 2 – 60% Design: The 60% design phase will include ongoing utility coordination and preparation of 60% design documents. The scope of services to be included in Work Product 2 is as follows:

1. Provide utility coordination of existing utilities affected by the project. Coordination will include coordination of project schedule, providing utility companies with proposed bridge project design information, and performing cursory reviews of utility relocation design information provided by affected utility companies to prevent conflicting improvements. Performance of actual design, bidding, and construction phase services of utility relocations will be considered Additional Services.

2. Finalize hydraulic design of selected drainage structure.

3. Develop 60% plans to include the following:

a) Updates to drawings included in the 30% plan submittal.

b) Bridge layout sheet and details.

c) Temporary traffic control plan and details.

d) Miscellaneous roadway and drainage details.

e) Temporary erosion and sedimentation control plan.

f) Drainage Area Map and drainage calculations.

4. Develop Engineer's estimate of construction cost for 60% design. Unit prices to be based on current TxDOT average low bid unit prices or unit prices provided by the County from recent bids on similar projects.

5. Perform QA/QC review per Travis County requirements.

6. Complete the revised environmental assessment and provide a summary letter of the findings.

7. Provide monthly progress reports and updated project schedules.

C. Work Product 3 – 90% Design: The 90% design phase will include ongoing utility coordination and preparation of 90% design documents. The scope of services to be included in Work Product 3 is as follows:

1. Provide utility coordination of existing utilities affected by the project. Coordination will include coordination of project schedule, providing utility companies with proposed bridge project design information, and performing cursory reviews of utility relocation design information provided by affected utility companies to prevent conflicting improvements. Performance of actual design, bidding, and construction phase services of utility relocations will be considered Additional Services.

2. Finalize hydraulic design of selected drainage structure.

3. Develop 90% plans to include the following:

a) Updates to drawings included in the 60% plan submittal.

b) Bridge layout sheet and details.

c) Temporary traffic control plan and details.

d) Miscellaneous roadway and drainage details.

e) Temporary erosion and sedimentation control plan.

f) Drainage Area Map and drainage calculations.

4. Develop Engineer's estimate of construction cost for 90% design. Unit prices to be based on current TxDOT average low bid unit prices or unit prices provided by the County from recent bids on similar projects.

5. Perform QA/QC review per Travis County requirements.

6. Provide monthly progress reports and updated project schedules.

D. Work Product 4 – 100% Design: The 100% design phase will include utility coordination and 100% contract documents. The scope of services to be included in Work Product 4 is as follows:

1. Finalize coordination of existing utilities affected by the project.

2. Develop 100% plans incorporating previous review comments, utility coordination information, proposed easements, and final permitting information.

3. Provide Special Specifications and Special Provisions. Prepare bid items and quantities for the Bid Form.

4. Develop Engineer's estimate of construction cost for 100% design. Unit prices to be based on current TxDOT average low bid unit prices or unit prices provided by the County from recent bids on similar projects.

5. Perform QA/QC review per Travis County requirements.

6. Provide progress report and updated project schedule.

E. Work Product 5 – Bidding Phase: Provide bidding support services including assistance with responding to bidder questions, preparing addenda, tabulating and evaluating bids, and providing recommendation for award.

III. Deliverables:

A. For each Work Product, two hardcopies of plans (11x17 size sheets), one electronic PDF copy of plans, Engineer's Opinion of Construction Costs, and updated project schedule.

B. For Work Product 4, one electronic copy of special specifications, special provisions, and bid form.

IV. Time of Completion

The estimated time of completion for Work Products 1 through 4 is 8 months from the date of notice to proceed. The estimated time of completion includes two weeks of review time by the County for each of the Work Products 1 through 4. Atkins will provide the County with a detailed schedule by task at the project kick-off meeting. The project schedule will be updated on a monthly basis and provided to the County (MS Project format). The estimated time of completion for each Work Product, excluding County review time, is shown below:

Work Product	Schedule
Work Product 1	60 calendar days
Work Product 2	60 calendar days
Work Product 3	30 calendar days
Work Product 4	30 calendar days

V. Services to be Provided by Travis County

In conjunction with the services to be provided by Atkins, the County shall provide the following:

A. A Project Manager to serve as the primary point of contact for Atkins.

B. Topographic surveying, right-of-way boundary survey, and easement document preparation.

C. Geotechnical site investigation including borings and lab work as required for bridge foundation and pavement design.

D. Environmental Document preparation and permitting if necessary.

E. Documents available to the County and applicable as background information in performance of the Contract, when requested by Atkins.

F. Timely reviews of documents, reports, drawings, etc.

G. Conducting, coordination and notification distribution of public meetings and public hearings if necessary.

VI. Additional Services

The following services are not included in the above Scope of Services but can be provided by Atkins if necessary upon approval and written "Notice to Proceed" from the County.

A. Conduct agency coordination, environmental document preparation or permitting.

B. Preparation of ROW acquisition products.

C. Preparation of temporary easement exhibits.

D. Preparation and attendance of public or neighborhood meetings.

E. Project meetings requested by the Owner other than those included in Section II, Scope of Services.

F. Preparation and processing of FEMA Letter of Map Change applications.

G. Preparation of a Drainage Report.

H. Preparation and processing of City of Austin Site Development Permit application or submittal.

I. Design, Bidding, or Construction Phase Services for relocation of existing utilities.

J. Structural designs other than TxDOT standards.

VII. Compensation

Atkins will provide the Basic Services Work Products described above for the following fixed fee amounts to be invoiced monthly:

Work Product	Basic Services Fixed Fee
1 – 30% Design Phase	$32,858.70
Less Remaining	$0.00
1 – Supplemental Amount	$32,858.70
2 – 60% Design Phase	$43,404.82
Less Remaining	$10,697.24
2 – Supplemental Amount	$32,707.58
3 – 90% Design Phase	$21,444.91
Less Remaining	$18,389.17
3 – Supplemental Amount	$3,055.74
4 – 100% Design Phase	$8,459.95
Less Remaining	$8,736.01
4 – Supplemental Amount	-$276.06
5 – Bidding Phase	$3,343.76
Less Remaining	$786.00
5 – Supplemental Amount	$2,557.76
Total Supplemental Fixed Fee for	$70,903.72
Basic Services	

Atkins will be reimbursed for non-labor expenses incurred in the performance of the Basic Services for $1,335.32 less the remaining of $772.54 for a total supplemental amount not to exceed $562.78.

The Total Supplemental Agreement Fixed Fee is $71,466.50.

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Funds Reservation 300000880

General Data

Document type	FC	Document type	030
Company code	1000	Document date	09/27/2013
FM area	1000	Posting date	09/27/2013
Controlling area	1000	Currency	USD/ 1.00000

Statistics

Entered by	LOPEZI	Created on	09/27/2013
Last changed by	ROMEROJ1	Last changed	09/08/2014

More Data

Text	Weiss Ln. Bridge
Reference	
Overall Amount	91,106.89 USD

Document item 001

Text	Weiss Ln. Bridg		
Commitment item	522040	Funds center	1490190000
Fund	4036	G/L account	522040
Cost center	1490190000	Due on	
Vendor		Customer	
Amount	35,743.89 USD		

Document item 002

Text	WEISS LN BRIDGE-DESIGN		
Commitment item	522040	Funds center	1490190000
Fund	4086	G/L account	522040
Cost center	1490190000	Due on	
Vendor		Customer	
Amount	55,363.00 USD		

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MODIFICATION OF CONTRACT NUMBER: 4400001642 Weiss Lane Bridge #229 Improvements Project

ISSUED BY: PURCHASING OFFICE 700 Lavaca, Suite 800 AUSTIN, TX 78701	**PURCHASING AGENT ASST:** Jesus Angel Gómez TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	**DATE PREPARED:** October 30, 2014
ISSUED TO: **Atkins North America Inc.** **Attn: Rob Bailey, P.E.** **6504 Bridge Point Parkway, Suite 200** **Austin, Texas 78730**	**MODIFICATION NO.:** **2**	**EXECUTED DATE OF ORIGINAL CONTRACT:** December 17, 2013

ORIGINAL CONTRACT TERM DATES: January 13, 2014 – Through Completion

CURRENT CONTRACT TERM DATES: January 13, 2014 – Through Completion

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: $99,846.80

Current Modified Amount $171,313.30

DESCRIPTION OF CHANGES: The above referenced contract is modified to reflect the changes as set forth below:

A. Reference Appendix A, "Scope of Services," which is hereby deleted in its entirety and replaced with the attached "Appendix A - Revised Scope of Services," attached as pages 2-6 of this modification. As a result, Exhibit 1, "Compensation for Professional Services and Schedule of Payments," is modified as follows:

1. Reference Exhibit 1, Section 1, "Compensation for Basic Services," Paragraph 1.1: The fixed fee for Basic Services is changed from $98,991.48 to $169,895.20, an increase of $70,903.72. As a result Exhibit 1, Section 1.1.1, phases (i) – (v) are modified as follows:

   a. Work Product 1 – (30%) Design Phase is changed from $36,816.93 to $69,675.63, an increase of **$32,858.70**.
   b. Work Product 2 – (60%) Design Phase is changed from $34,263.25 to $66,970.83, an increase of **$32,707.58**.
   c. Work Product 3 – (90%) Design Phase is changed from $18,389.17 to $21,444.91, an increase of **$3,055.74**.
   d. Work Product 4 – (100%) Design Phase is changed from $8,736.01 to $8,459.95, a decrease of **$276.06**.
   e. Work Product 5 – Bidding Phase is changed from $786.00 to $3,343.76, an increase of **$2,557.76**.

2. Reference Exhibit 1, Section 4, "Reimbursable Expenses," Not-to-Exceed Reimbursable Total amount is changed from $855.32 to $1,418.10, an increase of $562.78.

3. Reference Exhibit 1, Section 5, "Total Agreement Sum," Compensation for Basic Services fixed fee, is changed from $98,991.48 to $169,895.20, an increase of $70,903.72, and NTE Reimbursable Expenses is changed from $855.32 to $1,418.10, an increase of $562.78. The "Total Agreement Sum" is changed from $99,846.80 to $171,313.30, an increase of **$71,466.50.**

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:

[XXX] 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: Atkins North America, Inc. BY: _____ SIGNATURE BY: Robert Bailey PRINT NAME TITLE: Highway Design Manager ITS DULY AUTHORIZED AGENT	☐ DBA ☑ CORPORATION ☐ OTHER DATE: 11-4-14
TRAVIS COUNTY, TEXAS BY: _____ CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: 11/4/14
TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:

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APPENDIX A
REVISED SCOPE OF SERVICES

I. Project Summary

Weiss Lane Bridge is currently a functionally obsolete one-lane bridge over the South Fork of Wilbarger Creek. Previous design services performed by Atkins North America, Inc. ("Consultant" or "Atkins") under this Professional Services Agreement accommodated the replacement of the existing bridge with a new 2 lane bridge (no shoulders) on the existing alignment and within the existing ROW. This design was progressed to 60% completion. It has been determined that the proposed bridge should be wide enough to accommodate shoulders as well as two lanes of traffic. This will necessitate the re-design of the Project, shifting the proposed centerline alignment to the west and will require the acquisition of ROW on the west side of the Project. In addition, Travis County has again determined that Consultant is the firm most highly qualified to perform the additional design services in accordance with the revised Project scope set forth in this Appendix A.

The re-design of this Project will consist of the design for the replacement of the bridge with a new two-lane, pre-cast concrete bridge with shoulders. The structural design of the bridge will be carried out entirely using TxDOT standards. The bridge will be designed to clear the 100-year flood with max 12" overtopping. The approach roadway will be designed to appropriate geometrics, but will not be designed to improve the existing hydraulic characteristics of the roadway. For this Scope of Services, Atkins assumes that the new creek crossing will be slightly upstream of the existing location and that proposed ROW will be obtained from the west side of the Project, maintaining the existing east ROW line. It is also intended that this portion of Weiss Lane will be closed for construction.

Professional services will be provided by Atkins to produce preliminary plan documents and final plans, specifications, and estimates (PS&E) for the new structure and connecting roadways. These services generally will include hydrologic and hydraulic analysis and design; preparing construction documents and cost estimates; traffic control detour signing plans; assistance with identification of existing utilities in conflict; revising the environmental assessment; and assistance with bidding phase services.

Services to be provided by Travis County will include topographic surveying, preparation of easement and ROW documents, geotechnical engineering (drilling and testing of geotechnical borings, pavement design, bridge foundation shaft length, slope stability, sieve analysis of creek bottom material in two locations for scour analysis), and environmental permitting if necessary.

II. Scope of Services

Services will be provided by Atkins as five specific work products and associated support services, each with a separate fee and each requiring a separate "Notice to Proceed" from Travis County. The scope of work for each Work Product is described in more detail below. Each Work Product will be submitted to the County for review and comment. The review process will consist of submitting two sets of the plans (11x17), estimates of probable construction costs, and specifications when required. Each submittal will include a cover letter stating who from the design team performed a Quality Assurance/Quality Control Check. Upon addressing the County's comments, Atkins will submit two final check sets if required for the County to review and provide written comments and/or approval.

A. Work Product 1 – 30% Design: The 30% design phase will include a traffic control concept, coordination with the County's topographic survey and geotechnical investigation, a preliminary revised environmental assessment, and 30% design documents and estimate. The scope of services to be included in Work Product 1 is as follows:

1. Attend one kickoff meeting with the County and design team.

2. Perform one site visit to perform field reconnaissance for design issues and existing utilities, and to verify survey data.

3. Coordinate with County Topographic Survey – Assist in developing scope and limits of additional topographic and boundary survey needed due to the increased Project length and width.

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4. Coordinate with County Geotechnical Investigation – Assist in scope and location of geotechnical borings needed for proposed structure if required due to the location of the new bridge shifting to the west of the existing bridge.

5. Revise the environmental assessment prepared previously.

6. Identify and contact existing utilities located in the Project area to provide an updated Project layout and cross sections. This will be necessary due to the increased Project length, shifting of the propsed center line to the west, and a greater area of impact than was originally communicated to the utility companies.

7. Include the temporary traffic control plan concept for closing the road during construction that was developed during the initial design.

8. Perform hydrologic and hydraulic analyses of the existing and proposed drainage crossing with new topographic survey data to be provided by the County. Refine proposed drainage structure opening design based on model.

9. Attend one (1) meeting with the County to present and review the results of the hydraulic analysis.

10. Based on the conclusion from the meeting described in item 8, develop 30% plans to include the following:

a) Cover sheet indicating Project name and number; site location; P roject limits; names and signature blocks; symbology legend; and proposed index of drawings to be included in the plan set.

b) Typical sections showing proposed and existing conditions.

c) Plan and profile sheets showing existing conditions and proposed type and location of structure;

d) Cross-sections for roadways showing existing ground conditions and proposed conditions based upon preliminary alignments and typical sections;

e) Identification of limits of construction and properties that could be affected by the proposed construction;

f) Identification of existing utilities that could be affected by the proposed increased construction limits;

11. Develop engineer's estimate of construction cost for 30% design. Unit prices to be based on current TxDOT average low bid unit prices or unit prices provided by the County from recent bids on similar projects.

12. Perform QA/QC review per Travis County requirements.

13. Provide monthly progress reports and updated Project schedules.

B. Work Product 2 – 60% Design: The 60% design phase will include ongoing utility coordination and preparation of 60% design documents. The scope of services to be included in Work Product 2 is as follows:

1. Provide utility coordination of existing utilities affected by the P roject. Coordination will include coordination of P roject schedule, providing utility companies with proposed bridge P roject design information, and performing cursory reviews of utility relocation design information provided by affected utility companies to prevent conflicting improvements. Performance of actual design, bidding, and construction phase services of utility relocations, if requested by the County, will be considered Additional Services.

2. Finalize hydraulic design of selected drainage structure.

3. Develop 60% plans to include the following:

   a) Updates to drawings included in the 30% plan submittal.

   b) Bridge layout sheet and details.

   c) Temporary traffic control plan and details.

   d) Miscellaneous roadway and drainage details.

   e) Temporary erosion and sedimentation control plan.

   f) Drainage Area Map and drainage calculations.

4. Develop engineer's estimate of construction cost for 60% design. Unit prices to be based on current TxDOT average low bid unit prices or unit prices provided by the County from recent bids on similar projects.

5. Perform QA/QC review per Travis County requirements.

6. Complete the revised environmental assessment and provide a summary letter of the findings.

7. Provide monthly progress reports and updated Project schedules.

C. Work Product 3 – 90% Design: The 90% design phase will include ongoing utility coordination and preparation of 90% design documents. The scope of services to be included in Work Product 3 is as follows:

1. Provide utility coordination of existing utilities affected by the Project. Coordination will include coordination of Project schedule, providing utility companies with proposed bridge Project design information, and performing cursory reviews of utility relocation design information provided by affected utility companies to prevent conflicting improvements. Performance of actual design, bidding, and construction phase services of utility relocations will be considered Additional Services.

2. Finalize hydraulic design of selected drainage structure.

3. Develop 90% plans to include the following:

   a) Updates to drawings included in the 60% plan submittal.

   b) Bridge layout sheet and details.

   c) Temporary traffic control plan and details.

   d) Miscellaneous roadway and drainage details.

   e) Temporary erosion and sedimentation control plan.

   f) Drainage Area Map and drainage calculations.

4. Develop engineer's estimate of construction cost for 90% design. Unit prices to be based on current TxDOT average low bid unit prices or unit prices provided by the County from recent bids on similar projects.

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5. Perform QA/QC review per Travis County requirements.

6. Provide monthly progress reports and updated Project schedules.

D. Work Product 4 – 100% Design: The 100% design phase will include utility coordination and 100% contract documents. The scope of services to be included in Work Product 4 is as follows:

1. Finalize coordination of existing utilities affected by the Project.

2. Develop 100% plans incorporating previous review comments, utility coordination information, proposed easements, and final permitting information.

3. Provide Special Specifications and Special Provisions. Prepare bid items and quantities for the Bid Form.

4. Develop engineer's estimate of construction cost for 100% design. Unit prices to be based on current TxDOT average low bid unit prices or unit prices provided by the County from recent bids on similar projects.

5. Perform QA/QC review per Travis County requirements.

6. Provide progress report and updated Project schedule.

E. Work Product 5 – Bidding Phase: Provide bidding support services including assistance with responding to bidder questions, preparing addenda, tabulating and evaluating bids, and providing recommendation for award.

III. Deliverables:

A. For each Work Product, two hardcopies of plans (11x17 size sheets), one electronic PDF copy of plans, engineer's Opinion of Construction Costs, and updated Project schedule.

B. For Work Product 4, one electronic copy of special specifications, special provisions, and bid form.

IV. Time of Completion

The estimated time of completion for Work Products 1 through 4 is eight (8) months from the date of issuance of the first Notice to Proceed. This estimated time of completion includes two weeks of review time by the County for each of the Work Products 1 through 4. Atkins will provide the County with a detailed schedule by task at the Project kick-off meeting. The Project schedule will be updated on a monthly basis and provided to the County (MS Project format). The estimated time of completion for each Work Product, excluding County review time, is shown below:

Work Product	Schedule
Work Product 1	60 calendar days
Work Product 2	60 calendar days
Work Product 3	30 calendar days
Work Product 4	30 calendar days

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V. Services to be Provided by Travis County

In conjunction with the services to be provided by Atkins, the County shall provide the following:

A. A Project Manager to serve as the primary point of contact for Atkins.

B. Topographic surveying, right-of-way boundary survey, and easement document preparation.

C. Geotechnical site investigation, including borings and lab work as required for bridge foundation and pavement design.

D. Environmental document preparation and permitting if necessary.

E. Documents available to the County and applicable as background information in performance of this Professional Services Agreement, when requested by Atkins.

F. Timely reviews of documents, reports, drawings, etc.

G. Conducting, coordinating and distributing notice of public meetings and public hearings if necessary.

VI. Additional Services

The following services are not included in the above Scope of Services but may be provided by Atkins if requested by County upon approval and written "Notice to Proceed" from the County.

A. Conduct agency coordination, environmental document preparation; permitting tasks not included in the above Scope of Services sections.

B. Preparation of ROW acquisition products.

C. Preparation of temporary easement exhibits.

D. Preparation and attendance of public or neighborhood meetings.

E. Project meetings requested by the Owner other than those included in Section II, Scope of Services.

F. Preparation and processing of FEMA Letter of Map Change applications.

G. Preparation of a Drainage Report.

H. Preparation and processing of City of Austin Site Development Permit application or submittal.

I. Design, Bidding, or Construction Phase Services for relocation of existing utilities.

J. Structural designs other than TxDOT standards.

END OF MODIFICATION

Travis County Commissioners Court Agenda Request

Meeting Date: November 18, 2014
Prepared By/Phone Number: Jesus Angel Gómez/512-854-1187; Marvin Brice, CPPB, Assistant Purchasing Agent/512-854-9765
Elected/Appointed Official/Dept. Head: Cyd Grimes, C.P.M., CPPO
Commissioners Court Sponsor: Judge Samuel T. Biscoe

Agenda Language: APPROVE MODIFICATION NO. 4, AN ASSIGNMENT OF CONTRACT NO. 4400007999 (H.T.E.CONTRACT NO. PS100196DW), TO BURKES SUPERVISED LIVING CENTER.

- **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.

- Burkes Supervised Living Center entered into a written Contract to provide temporary emergency residential housing services on May 25, 2010.

  Modification No. 4 is an assignment of the Contract 4400007999 H.T.E.PS100196DW from Burkes Supervised Living Center, Tax ID No. 45-666989, to Burkes Supervised Living Center, Tax ID No. 74-2425479. Burkes Supervised Living Center, Tax ID 74-2425479, accepts such assignment, and assumes and is bound by and shall perform all terms, conditions, covenants, obligations, and duties.

  Modification No. 3 included Section 3.12 “Notification of Violation” to the contract.

  Modification No. 2 included Attachment F, “Adult Probation Scope of Services,” and added the unit of rate for services provided to referrals.

ID #11855

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

Modification No. 1 included Section 3.1.1, allowing the County to refer clients for services as it deems appropriate, regardless of whether the clients are participants in programs named in this Contract.

- **Contract Expenditures:** Within the last 12 months $19,015.00 has been spent against this contract/requirement.

- **Contract-Related Information:**
  Award Amount: As Needed Agreement
  Contract Type: Professional Services Agreement
  Contract Period: May 25, 2010 – Until Terminated

- **Contract Modification Information:**
  Modification Amount: N/A
  Modification Type: Bilateral
  Modification Period: Effective date: November 18, 2014

- **Funding Information:** N/A
  ☐ SAP Shopping Cart #:
  ☐ Funding Account(s):
  ☒ Comments: Funding not impacted by modification.

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

COPY

Created 11-13-14 at 4:49 pm

MODIFICATION OF CONTRACT NUMBER: 4400007999 H.T.E.PS100196DW-

Temporary Emergency Residential Housing Services

ISSUED BY: PURCHASING OFFICE P.O. Box 1748 AUSTIN, TX 78767	PURCHASING AGENT ASST: **David Walch** TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: **October 17, 2014**
ISSUED TO: **Burkes Supervised Living Center** **2612 Wheless Lane** **Austin, Texas 78723** **Attn: Toni Taylor**	MODIFICATION NO.: **4**	EXECUTED DATE OF ORIGINAL CONTRACT: **May 25, 2010**

ORIGINAL CONTRACT TERM DATES: 05/25/10 - 09/30/10 CURRENT CONTRACT TERM DATES: (auto-renew)

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: As-Needed Contract Current Modified Amount $ As-Needed Contract.

DESCRIPTION OF CHANGES:

1. The current contract will be assigned as it is written on page 2 of this modification and all correspondence and payments references will be modified to read:

Burkes Supervised Living Center
2612 Wheless Lane
Austin, Texas 78723

Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

Note to Vendor:

[X] Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.

[ ] DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: Burkes Supervised Living Center

BY: Toni Taylor
SIGNATURE

BY: Toni Taylor
PRINT NAME

TITLE: Director
ITS DULY AUTHORIZED AGENT

☒ DBA ☐ CORPORATION ☐ OTHER

DATE: 10/27/14

TRAVIS COUNTY, TEXAS

BY: Cyd V. Grimes
CYD V. GRIMES, C.P.M., CPPO TRAVIS COUNTY PURCHASING AGENT

DATE: 10/31/14

TRAVIS COUNTY, TEXAS

BY:
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

DATE:

COPY

ASSIGNMENT OF CONTRACT

The parties to this Assignment of Contract (this "Assignment") are Burkes Supervised Living Center, Tax ID # **45-666989**, a corporation duly authorized and operating under the laws of the State of Texas ("Assignor"), and Burkes Supervised Living Center, Tax ID # **74-2425479**, a corporation duly authorized and operating under the laws of the State of Texas ("Assignee").

RECITALS:

A. Travis County and Burkes Supervised Living Center entered into a written Contract for the provision of temporary emergency residential housing for citizens of Travis County (Contract No. 440000799 H.T.E. PS100196DW) on May 25, 2010, which is hereby incorporated by reference herein for all purposes as if fully copied and set forth herein at length, (the "Contract"); and

B. Assignor desires by this Assignment to assign all of its right, title and interest in and to the Contract to Assignee subject to the terms of the Contract and this Assignment.

TERMS: In consideration of the mutual agreements set forth in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor assigns, transfers and conveys to Assignee all of its right, title and interest in and to the Contract effective as October 17, 2014 (the "Effective Date of Assignment").

2. Assignee accepts such assignment, and assumes and is bound by and shall perform all terms, conditions, covenants, obligations, and duties of Assignor under the Contract as of the Effective Date of Assignment.

3. Assignor and Assignee acknowledge that nothing in this Assignment waives or modifies any of the provisions of the Contract.

4. The provisions of this Assignment are binding on and inure to the benefit of the heirs, representatives, successors and assigns of the parties.

5. This Assignment shall be construed and enforced in accordance with the laws of the State of Texas. Venue for any action arising hereunder or connected herewith shall lie exclusively in Travis County, Texas.

6. All references in this Assignment to the Contract encompass the original Contract No. 440000799 H.T.E # PS100196DW.

Burkes Supervised Living Center
Tax ID # 45-666989

By: Toni Taylor

Printed Name: Toni Taylor

Title & Date: Director 10/30/14

Attest: _____

Date: 30 OCT 2014

Burkes Supervised Living Center
Tax ID # 74-2425479

By: Toni Taylor

Printed Name: Toni Taylor

Title & Date: Director 10/30/14

Attest: _____

Date: 30 OCT 2014

By its signature below, Travis County signifies its consent to and approval of this Assignment.

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

Created 11-13-14 at 4:49 pm

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Marion Burkes & Joni Taylor

Business name/disregarded entity name, if different from above
BURKES SUPERUSED LIVING CENTER

Check appropriate box for federal tax classification:
☒ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
2612 W Rossi Lane

Requester's name and address (optional)

City, state, and ZIP code
Austin Tx. 78723

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

Employer identification number
74 - 2425479

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Joni Taylor Date ▶ 10/21/14

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Travis County Commissioners Court Agenda Request

Meeting Date: November 18, 2014
Prepared By/Phone Number: Kent Hubbard/854-6458
Elected/Appointed Official/Dept. Head: Cyd Grimes
Commissioners Court Sponsor: Judge Biscoe

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

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

  TNR Fleet management and Purchasing are submitting a total of 99 surplus vehicles and other pieces of equipment to the Court for authorization to sell at a public auction.

  Vehicle auction list attached.

Vehicle Auction List

Created 11-13-14 at 4:49 pm

Inventory number (TAG)	Asset Number (SAP)	Asset description	Serial Number	VIN	Equipment Number	Cap.date	Original Asset Purchase Price
75984	1000037	TRUCK (TRASH PACKER) INT. 4900 6X4 WHITE		1HTSHPPR1PH487285	79	2/9/1993	63628.00
91952	1000014	LOADER FRONT END 2YD	44456	44456	114	9/1/1991	36000.00
83262	1000075	TRUCK GMC 4 1/2 TON DUMP		1GDKC34NXRJ524797	590	8/14/1986	28579.00
82843	1000181	GMC SAFARI 1995		1GTDM19WXSB550333	916	8/28/1995	14536.00
85807	1000244	DUMP TRUCK INTERNATIONAL 1995		1HTSHAAR4TH279658	945	5/9/1996	46714.00
83403	1000147	PICK-UP 1/2 TON GMC		1GTEC14K6RZ559852	971	8/3/1994	11808.00
81914	1000213	LOADER PNEUMATIC-TIRED SKID-STEER NEW HOLLAND		878614	993	11/22/1995	26363.00
90677	1000224	ROLLER VIBRATORY CHAMPION 660		X100527X	994	12/5/1995	66573.00
83258	1000183	DOZER CRAWLER W/ RIPPER DRESSER TD9H		4720001P045655	1100	9/26/1994	55913.00
81031	1000251	ROLLER SELF-PROPELLED FERGUSON		1424	1357	9/17/1996	40010.80
81012	1000282	MOTORGRADER CLASS II JOHN DEERE		DW570BX559607	1372	2/11/1997	110307.00
93668	1000358	DUMP TRUCK INTERNATIONAL 12 YARDS		1HTSHAAR3WH564078	1581	3/2/1998	54424.00
96435	1000455	TRUCK 12 CUBIC YARD DUMP INTERNATIONAL 2000		1HTSHAAR4YH237773	1755	9/23/1999	61104.00
96438	1000472	JEEP CHEEROKEE 1999		1J4FF28S6XL672898	1777	11/10/1999	19750.00
96456	1000471	AMBULANCE; 2000 TAYLOR MADE TYPE I; INTERNATIONAL	ID: 004	1HTSLAAMXYH254127	1781	3/3/2000	138100.00
100690	1000509	DUMP TRUCK INTERNATIONAL 2001 (12YD)		1HTSHAAR01H367877	1882	9/28/2000	59025.00
100764	1000553	FOUR DOOR SEDAN FULL SIZE REAR WHEEL DRIVE		2FAFP71W51X178898	1962	5/30/2001	20220.00
103206	1000545	2001 FORD SEDAN FULL SIZE REAR WHEEL DRIVE		2FAFP71W21X177420	1987	5/21/2001	20220.00
103275	1000602	2001 FORD F-150 BI-FUELED		2FTPX18Z81CA92942	2063	8/22/2001	25609.00
103309	1000706	OFF-ROAD VEHICLE 2001 POLARIS RANGER 6X6		4XARF50A61D623880	2084	9/27/2001	11200.34
103941	1000769	2002 FORD F-350 CREW CAB		1FDSW34F22EB50538	2113	12/17/2001	72629.93
103942	1000768	2002 FORD F-350 CREW CAB		1FDSW34F02EB50537	2114	12/19/2001	72629.93
103945	1000773	SEDAN FULL SIZE FOUR DOOR FRONT WHEEL DRIVE		2G1WF55K329300231	2117	4/3/2002	17090.50
103943	1000775	2002 Chevy Impala		2G1WF55K429300139	2118	4/2/2002	16688.50
103959	1000785	SEDAN FULL SIZE CHEVROLET IMPALA 2002		2G1WF55K229303864	2133	4/25/2002	16688.50
106371	1000825	PICKUP 2002 FORD F350 CREW CAB 7.3L V8		1FTWX32F92ED12672	2205	5/21/2002	26957.37
103329	1000900	GRADALL EXCAVATING AND GRADING MACHINE		SN0311335	2271	6/28/2002	195051.00
101501	1000615	AUTOMOBILE 2001 CHEV CAMARO		2G1FP22K512129439	2283	5/10/2001	18400.19
119513	1000984	2003 FORD CROWN VICTORIA POLICE PACKAGE		2FAFP71W83X190336	2346	3/3/2003	19994.00
119549	1001000	2003 FORD CROWN VICTORIA POLICE PACKAGE		2FAFP71W13X190341	2351	3/5/2003	19994.00
119520	1000992	2003 FORD CROWN VICTORIA POLICE PACKAGE		2FAFP71WX3X190354	2364	3/5/2003	19994.00
119553	1001005	2003 FORD EXPLORER; 4-DOOR		1FMZU72K53ZA96254	2393	4/2/2003	23287.30
119573	1001043	MOWER TORO GROUNDSMASTER 4500-D #30856		230000511	2408	7/30/2003	41148.37
119582	1001071	POLICE SEDAN 2004 FORD CROWN VICTORIA		2FAFP71W14X120369	2421	11/11/2003	10901.64
119589	1001075	PICKUP 2004 FORD F350 CREW CAB		1FTSW30P64EB72600	2427	12/23/2002	25585.00
119649	1001162	POLICE INTERCEPTOR 2004 FORD CROWN VICTORIA		2FAFP71W64X167591	2439	6/11/2004	19870.00
123485	1001149	POLICE INTERCEPTOR 2004 FORD CROWN VICTORIA		2FAFP71W14X167594	2461	6/11/2004	19870.00
123491	1001147	POLICE INTERCEPTOR 2004 FORD CROWN VICTORIA		2FAFP71W24X167586	2463	6/11/2004	19870.00
119600	1001092	VAN: 2004 CHEVY ASTRO 7 & 8 PASSENGER		1GNDM19X04B121155	2473	3/22/2004	17001.00
119615	1001101	2004 CHEVROLET IMPALA		2G1WF55K349376180	2489	4/19/2004	16125.00
119630	1001125	2004 FORD 15 PASSENGER VAN		1FBSS31L54HB17260	2504	5/31/2004	18146.00
119640	1001136	2004 CHEVROLET IMPALA		2G1WF55K549450618	2516	7/7/2004	12980.62
123487	1001182	2005 FORD EXPLORER (4-DOOR)		1FMZU72K55UA24275	2531	9/14/2004	11284.50
125700	1001380	2005 FORD POLICE INTERCEPTOR		2FAFP71W35X156677	2561	8/17/2005	20162.00
125716	1001387	2005 FORD POLICE INTERCEPTOR		2FAFP71W65X156673	2572	8/17/2005	20162.00

Vehicle Auction List

Created 11-13-14 at 4:49 pm

Inventory number (TAG)	Asset Number (SAP)	Asset description	Serial Number	VIN	Equipment Number	Cap.date	Original Asset Purchase Price
125734	1001442	2005 FORD POLICE INTERCEPTOR		2FAFP71W75X156682	2578	8/17/2005	20162.00
125765	1001507	2005 FORD POLICE INTERCEPTOR		2FAFP71WX6X125489	2587	8/17/2005	20162.00
123512	1001259	2005 IMPALA SEDAN; POLICE PKG 3.8L V6		2G1WF55K359349370	2594	5/9/2005	17797.25
123516	1001263	2005 IMPALA SEDAN; POLICE PKG 3.8L V6		2G1WF55K959350572	2598	5/9/2005	17797.25
123517	1001272	2005 TAHOE POLICE PKG; UPGRADE 5.3L V8 GAS		1GNEC13Z45R241633	2599	5/9/2005	28066.25
123524	1001266	2005 TAHOE POLICE PKG; UPGRADE 5.3L V8 GAS		1GNEC13Z55R241642	2606	5/9/2005	28066.25
123537	1001283	2005 FORD POLICE INTERCEPTOR		2FAFP71W95X156697	2621	5/16/2005	11287.05
123540	1001284	2005 FORD POLICE INTERCEPTOR		2FAFP71W35X156694	2623	5/26/2005	11287.05
123541	1001285	2005 FORD POLICE INTERCEPTOR		2FAFP71W05X156698	2624	6/7/2005	11287.05
123573	1001362	PERSONNEL CARRIER TORO WORKMAN 3300 #07362		250000254	2637	6/1/2005	15420.36
123577	1001291	MOWER TORO Z 500 #74239		250000664	2641	6/1/2005	7986.00
125694	1001373	PERSONNEL CARRIER 2005 STANDARD TIGER TRUCK		LSCAA10F04A030357	2660	8/2/2005	11288.00
125742	1001454	EMS AMBULANCE 2006 INTERNATIONAL	ID: 807	1HTMRAAM16H234479	2686	12/21/2005	167200.33
125810	1001587	2006 FORD POLICE INTERCEPTOR BID SERIES BBA		2FAFP71W76X148101	2706	6/16/2006	21786.00
129166	1001623	2006 FORD POLICE INTERCEPTOR BID SERIES BBA		2FAFP71W76X148115	2715	7/19/2006	21786.00
129167	1001621	2006 FORD POLICE INTERCEPTOR BID SERIES BBA		2FAFP71W36X148113	2716	7/19/2006	21786.00
125780	1001538	2006 CHEVROLET SILVERADO PICK UP TRUCK FULL SIZE		2GCEC13Z161337030	2733	5/15/2006	13820.38
129177	1001615	2006 FORD POLICE INTERCEPTOR BID SERIES BBA		2FAFP71WX6X166494	2799	7/13/2006	10187.79
129179	1001617	2006 FORD POLICE INTERCEPTOR BID SERIES BBA		2FAFP71W46X166488	2801	7/13/2006	10187.79
129251	1001699	2007 FORD POLICE INTERCEPTOR		2FAFP71W67X126799	2842	1/26/2007	23149.13
129196	1001708	2007 FORD POLICE INTERCEPTOR		2FAFP71W57X124557	2851	1/4/2007	22935.38
129202	1001715	2007 FORD POLICE INTERCEPTOR		2FAFP71W67X124552	2858	1/26/2007	22935.38
129204	1001716	2007 FORD POLICE INTERCEPTOR		2FAFP71W77X124558	2859	1/26/2007	22935.38
129199	1001719	2007 FORD POLICE INTERCEPTOR		2FAFP71W97X124562	2862	1/26/2007	22935.38
129207	1001720	2007 FORD POLICE INTERCEPTOR		2FAFP71W77X124561	2863	1/26/2007	22935.38
129230	1001721	2007 FORD POLICE INTERCEPTOR		2FAFP71W47X124548	2864	1/26/2007	22935.38
129232	1001726	2007 FORD POLICE INTERCEPTOR		2FAFP71W27X124578	2870	1/26/2007	22935.38
129246	1001728	2007 FORD POLICE INTERCEPTOR		2FAFP71W87X124567	2872	1/26/2007	22935.38
129241	1001729	2007 FORD POLICE INTERCEPTOR		2FAFP71W57X124574	2873	1/26/2007	22935.38
129256	1001737	2007 FORD POLICE INTERCEPTOR		2FAFP71W07X124594	2882	1/26/2007	22935.38
129254	1001739	2007 FORD POLICE INTERCEPTOR		2FAFP71W67X124549	2884	1/26/2007	22935.38
129253	1001740	2007 FORD POLICE INTERCEPTOR		2FAFP71W37X124587	2885	1/26/2007	22935.38
129261	1001743	2007 FORD POLICE INTERCEPTOR		2FAFP71W47X124579	2888	1/26/2007	22935.38
129496	1001801	2007 DODGE MAGNUM HATCHBACK FULL SIZE FIVE DOOR		2D8GV47287H759677	2903	5/9/2007	21816.00
129497	1001802	2007 DODGE MAGNUM HATCHBACK FULL SIZE FIVE DOOR		2D8GV47267H759676	2905	5/9/2007	21816.00
129611	1002020	2008 FORD F350 CREW CAB PICK UP LONG BED 4X4 SRW		1FTWW31R78EC88427	2931	1/31/2008	31225.25
129544	1001902	2007 FORD F150 PICKUP FULL SIZE SERIES 864C		1FTPW12V57KC94702	2934	6/1/2007	18376.20
129266	1001791	2007 INTERNATIONAL AMBULANCE & RESCUE VEHICLE	ID: D4	1HTMRAAL17H464161	2946	5/3/2007	168000.76
82247	1039369	1992 BARTH MOTORHOME		1GBKP37N3M3311647	2957	4/12/2007	0.00
129573	1001980	2007 FORD POLICE INTERCEPTOR POLICE PACKAGE		2FAFP71W87X126819	3001	8/21/2007	10979.46
129574	1001981	2007 FORD POLICE INTERCEPTOR POLICE PACKAGE		2FAFP71W77X123216	3003	8/21/2007	10979.46
129125	1002192	2008 FORD POLICE INTERCEPTOR FULL SIZE		2FAFP71V28X158450	3082	9/8/2008	23788.32
129106	1002170	2008 FORD POLICE INTERCEPTOR FULL SIZE		2FAFP71V38X158473	3083	9/19/2008	23788.32
141363	1002282	2008 FORD POLICE INTERCEPTOR FULL SIZE		2FAFP71V08X158463	3109	9/19/2008	23788.32
129121	1002152	2008 FORD POLICE INTERCEPTOR FULL SIZE		2FAFP71VX8X158454	3115	9/8/2008	23788.32

Vehicle Auction List

Created 11-13-14 at 4:49 pm

Inventory number (TAG)	Asset Number (SAP)	Asset description	Serial Number	VIN	Equipment Number	Cap.date	Original Asset Purchase Price
129129	1002189	2008 FORD POLICE INTERCEPTOR FULL SIZE		2FAFP71V78X158458	3121	9/8/2008	23788.32
141351	1002272	2008 FORD POLICE INTERCEPTOR FULL SIZE		2FAFP71V68X158449	3137	9/19/2008	23788.32
141378	1002318	2008 FORD POLICE INTERCEPTOR		2FAFP71VX8X169065	3141	9/23/2008	14468.06
141372	1002316	2008 FORD POLICE INTERCEPTOR FULL SIZE		2FAFP71V78X158475	3142	9/19/2008	23788.32
141349	1002278	2008 FORD POLICE INTERCEPTOR FULL SIZE		2FAFP71V98X158428	3157	9/8/2008	23788.32
141380	1002339	2009 FORD EXPLORER 4 DR		1FMEU73E39UA14051	3212	12/1/2008	21833.50
141390	1002409	2009 FORD POLICE INTERCEPTOR		2FAHP71V99X118618	3214	3/9/2009	24319.32
141403	1002408	2009 FORD INTERCEPTOR		2FAHP71V39X118632	3234	3/10/2009	24340.32
141488	1002558	2009 WACKER WALK BEHIND ROLLER		5872027	3316	11/2/2009	9329.00

Travis County Commissioners Court Agenda Request

Meeting Date: November 18, 2014
Prepared By/Phone Number: Ashley Waffer 41181; Marvin Brice CPPB 49765
Elected/Appointed Official/Dept. Head: Cyd Grimes
Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Ratify Modification No. 2 to Contract No. 4400000892 Southwest Key Programs, Inc., for Family Keys Program for Prevention and Intervention Program Services

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

  This Modification 2 is for the ratification and approval of the contract effective September 1, 2014. This program is funded with grant funds received from the Texas Juvenile Justice Department, wherein, late September the County received notification that this grant was awarded an additional year of funding.

  Per the contract scope of services, the participants in this program must receive uninterrupted ongoing services for a period of three (3) months, so to prevent any interruption the department authorized the contractor to continue providing the services after the contract expiration date of August 31, 2014. Prior to the contract expiration it was decided by the department to wait until receipt of grant award notification to have the contract renewed for an additional twelve (12) month period.

  Modification 1 provided for one additional renewal period of twelve (12) months, September 1, 2013 thru August 31, 2014, while at the same time ratified the contract from September 1, 2013 thru December 20, 2013.

  This contract provides services specialized and tailored to effectively intervene with juveniles who are currently not on formal probation but have been identified as children in need of supervision and wrap around services.

- **Contract Expenditures:** Within the last **10** months $85,183.32 has been spent against this contract/requirement.

- **Contract-Related Information:**
  Award Amount: $51,110.00
  Contract Type: Professional Services Agreement
  Contract Period: May 1, 2012 thru August 31, 2012

- **Contract Modification Information:**
  Modification Amount: $102,220.08
  Modification Type: Bi-lateral
  Modification Period: September 1, 2014 thru August 31, 2015

- **Solicitation-Related Information:** N/A

  Solicitations Sent: Responses Received:

  HUB Information: % HUB Subcontractor:

- **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): IO#/Grant Number: 101755/800392
  GL Number: 511130

  ☐ Comments:

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA
Chief Juvenile Probation Officer

ADMINISTRATIVE SERVICES
COURT SERVICES
DETENTION SERVICES
PROBATION SERVICES
RESIDENTIAL SERVICES
SUBSTANCE ABUSE SERVICES
DOMESTIC RELATIONS OFFICE
JUVENILE JUSTICE
ALTERNATIVE EDUCATION
PROGRAM

TO: Cyd Grimes
Purchasing Agent

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

RE: Southwest Key Prevention and Intervention Program contract 400000892

DATE: October 8, 2014

The Travis County Juvenile Probation Department is requesting a contract renewal with Southwest Key Programs to provide services to effectively intervene with juveniles who are currently not on formal probation but have been identified as youth in need of supervision. The scope of work is for prevention and intervention services for youth in the Travis County community.

The department would like to enter into a renewed contract with Southwest Key to provide these services with grant funds received from the Texas Juvenile Justice Department. An amount of $102,220.08 will be budgeted and available for use from September 1, 2014. Southwest Key will bill for services at a 12 month flat fee rate of $8,518.34 per 20 youth per month.

Vendor: 1000000961
IO Number#/Grant#: 101755/800392 TJJD Grant "S"
GL#: 511130

If you need additional information in order to proceed, please do not hesitate to call me.

cc: Virginia Martinez
Sylvia Mendoza

EPM: sm

Created 11/6/14 at 4:45 pm

MODIFICATION OF CONTRACT NUMBER: 4400000892 (H.T.E. PS120192DW) PAGE 1 OF 1 PAGES

Family Keys Prevention and Intevention Services

ISSUED BY: PURCHASING OFFICE P.O. Box 1748 AUSTIN, TX 78767	PURCHASING AGENT ASST: **Jason G. Walker** TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: **October 15, 2014**
ISSUED TO: Southwest Key Programs, Inc. Attn: Rachael Luna, General Counsel 6002 Jain Lane Austin, Texas 78721	MODIFICATION NO.: **2**	EXECUTED DATE OF ORIGINAL CONTRACT: **May 1, 2012**

ORIGINAL CONTRACT TERM DATES: **05/01/12 – 8/31/12** CURRENT CONTRACT TERM DATES: **09/1/13 – 8/31/14**

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: $153,330.00 Current Modified Amount $102,220.08.

DESCRIPTION OF CHANGES:

Pursuant to Section 6.0 Amendments/Modifications, the above referenced contract is hereby modified to reflect the following changes:

A. Ratify services provided for the period of time beginning September 1, 2014 until the date of execution of this modification.

B. The inclusion of one additional renewal period beginning September 1, 2014 through August 31, 2015.

C. During this FY2014 renewal period Contractor will bill for services at a 12 month flat fee rate of $8,518.34 per 20 youth served per month for a total renewal term not to exceed $102,220.08.

Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

Note to Vendor:

[X] Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.

[ ] DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: Southwest Key Programs, Inc. BY: Claudia Chahin SIGNATURE BY: Claudia Chahin PRINT NAME TITLE: Legal Counsel ITS DULY AUTHORIZED AGENT	☐ DBA ☑ CORPORATION ☐ OTHER DATE: 10/30/14
TRAVIS COUNTY, TEXAS BY: MB CYD V. GRIMES, C.P.M., CPPO TRAVIS COUNTY PURCHASING AGENT	DATE:
TRAVIS COUNTY, TEXAS BY: SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:

DRAFT

Travis County Commissioners Court Agenda Request

Meeting Date: November 18, 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 Modification No. 10 to Contract No. 4400000683, (HTE No. PS080113RE) with Encompass Medical Management, Inc. for Evaluation Services.

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

  Travis County Health and Human Services and Veteran Services (TCHHSVS) is requesting approval of the FY2015 Renewal Modification No. 10 of the Encompass Medical Management contract for the provision of gathering and evaluating program data for the Parenting In Recovery (PIR) project. The data assessment is in accordance with the PIR Grant from the U.S. Department of Health and Human Services.

  This Modification No. 10 renews the contract an additional term from September 30, 2014 through September 29, 2015. This renewal was previously approved on the September 30, 2014 Court Agenda, Item No. 17 to prevent contract expiration, as it was not ready for presentation due to HHS & VS working with the County Attorney's office on finalizing the Statement of Work and awarding of the PIR Grant for this fiscal year. The agreement is now finalized and is being presented to the Court for signature.

  Modification No. 9 renewed the contract an additional term from September 30, 2013 through September 29, 2014. Acceptance of the PIR Grant dictates the term of the contract, and thus the reason for the September 30th start date. The not to exceed amount is $81,800.

  Modification No. 8 renewed the contract an additional term from September 30, 2012 through September 30, 2013.The not to exceed amount for this contract is $85,000. This renewal was previously approved on the September 25, 2012 Court Agenda, Item No. 35 to

prevent contract expiration, as they were not ready for presentation due to HHS & VS working with the County Attorney's office on finalizing the Statement of Work and funding. The agreements are now finalized and are being presented to the Court for signature.

Modification No. 7 renewed the agreement from September 30, 2011 through September 29, 2012 and the not to exceed contract amount was $22,500; in addition to adding Attachments A – F to the contract.

Modification No. 6 modified Exhibit 1 and increased the contract funds by an amount of $7,000 from $23,500 to a new contract total of $30,500.

Modification No. 5 renewed the agreement from September 30, 2010 through September 29, 2011 and the not to exceed contract amount was $23,500; in addition to adding Attachments A, C, D, E and F to the contract.

Modification No. 4 renewed the agreement from September 30, 2009 through September 29, 2010 and the not to exceed amount was $33,500; in addition to adding Attachment A to the contract.

Modification No. 3 increased the contract funds from $43,500 to $66,500, an increase of $23,000; in addition to adding Attachment A-09 to the contract.

Modification No. 2 renewed the agreement from September 30, 2008 through September 29, 2009 and the not to exceed amount was $43,500; in addition to adding Attachment A-09 to the contract.

Modification No. 1 increased the contract funds from $59,000 to $73,000, an increase of $14,000; in addition to adding Attachment A-1 as Exhibit 1 to the contract.

- **Contract Expenditures:** Within the last 12 months $81,800.00 has been spent against this contract/requirement.

- **Contract-Related Information:**

  Award Amount: $59,000
  Contract Type: Professional Services
  Contract Period: March 1, 2008 through September 30, 2008

- **Contract Modification Information:**

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

Modification Amount: $45,000.00
Modification Type: Bilaterial
Modification Period: September 30, 2014 – September 29, 2015

- **Funding Information:**
  - ☐ SAP Shopping Cart #:
  - ☒ Funding Account(s): To be determined by TCHHS&VS.
  - ☒ Comments: The entire renewal period will be paid by the Parenting in Recovery grant.

MODIFICATION OF CONTRACT NUMBER: 4400000683 – (H.T.E PS080113RE)
Evaluation Svcs

ISSUED BY: **Travis County Purchasing Office** **P.O. Box 1748** **Austin, Texas 78767**	PURCHASING AGENT ASST: **David Walch** TEL. NO: **(512) 854-6663** FAX NO: **(512) 854-9185**	DATE PREPARED: **October 20, 2014**
ISSUED TO: **Encompass Medical Management, Inc.** **8009 Dark Valley Cove** **Austin, Texas 78737**	MODIFICATION NO.: **10**	EXECUTED DATE OF ORIGINAL CONTRACT: **March 1, 2008**

ORIGINAL CONTRACT TERM DATES: **March 1, 2008 – September 29, 2008** CURRENT CONTRACT TERM DATES: **October 1, 2014 – September 30, 2015**

FOR TRAVIS COUNTY INTERNAL USE ONLY:
Original Contract Amount: **$59,000.00** Current Modified Amount **$45,000.00**

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.

The above-referenced contract is hereby modified to reflect the following changes, as well as those more completely set forth in the attachment:

1. Contract funds for this renewal period shall not exceed $45,000.00.
2. Section 3.3, "Attachments," is amended by adding:
   a. 2.1.1 Attachment A-2015 "2015 Renewal Term Description of Services to be
   b. Performed and Basis for Calculating Reimbursable Costs
   c. 2.1.2 Attachment C-2015 "2015 Renewal Term Public Policy Requirements"
   d. 2.1.3 Attachment D-2015 "2015 Ethics Affidavit"
   e. 2.1.4 Attachment E-2015 "2015 Insurance Requirements"
   f. 2.1.5 Attachment F-2015 "2015 Grant Requirements and Forms"

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: **Encompass Medical Management, Inc.**

☐ DBA
☒ CORPORATION
☐ OTHER

BY: _____
SIGNATURE

DATE:

BY: SANNA THOMPSON
PRINT NAME

TITLE: CHIEF FINACIAL OFFICER
ITS DULY AUTHORIZED AGENT

10/20/2014

TRAVIS COUNTY, TEXAS

DATE:

BY: _____
CYD V. GRIMES, C.P.M., CPPO, TRAVIS COUNTY PURCHASING AGENT

TRAVIS COUNTY, TEXAS

DATE:

BY: _____
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

11955

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OFFICE

2015 RENEWAL AND AMENDMENT OF CONTRACT BETWEEN TRAVIS COUNTY AND ENCOMPASS MEDICAL MANAGEMENT, INC. FOR EVALUATION SERVICES (Parenting In Recovery Grant Funds)

This 2015 Renewal and Amendment of Contract ("'2015 Renewal") is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County") and Encompass Medical Management, Inc. ("Consultant").

RECITALS

County and Consultant entered into an agreement to provide services for the care of indigents, for public health education and information and/or for other authorized services ("Contract"), the Initial Term of which began March 1, 2008, and terminated on September 29, 2008 ("Initial Term").

Under the terms of the Contract, Consultant agreed to provide personal and professional services for the care of indigents and other qualified recipients and for public health education and information, in accordance with the terms of the Contract, thus providing services which further a public purpose.

The Contract provides for renewal and/or amendment of the agreement by the written agreement of the Parties.

The Parties have previously agreed to extend the Contract for additional one-year terms continuing through the current term which began September 30, 2013, and continues through September 29, 2014 ("2014 Renewal Term").

The Travis County Commissioners Court has previously approved the contract funds necessary for this Contract and the continuation of this Contract for the 2015 Renewal Term.

The Parties desire to amend the Contract to make certain changes to the Contract and to renew the Contract for an additional one year 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 Contract as follows:

1.0 CONTRACT TERM

1.1 **2015 Renewal Term**. The Parties agree to renew the Contract for an additional one-year term beginning September 30, 2014, and continuing through September 29, 2015 ("2015 Renewal Term"), unless earlier terminated by the Parties pursuant to the terms of the Contract.

2.0 STATEMENT OF SERVICES TO BE PROVIDED

2.1 **Attachments**. The Parties agree to amend Section 3.3, "Attachments," as to the 2015 Renewal Term by adding the following:

2.1.1	Attachment A-2015	"2015 Renewal Term Description of Services to be Performed and Basis for Calculating Reimbursable Costs
2.1.2	Attachment C-2015	"2015 Renewal Term Public Policy Requirements"

2.1.3	Attachment D-2015	"2015 Ethics Affidavit"
2.1.4	Attachment E-2015	"2015 Insurance Requirements"
2.1.5	Attachment F-2015	"2015 Grant Requirements and Forms"
	(i)	Protection of Human Subjects Assurance Identification/IRB Certification/Declaration of Exemption (Common Rule)
	(ii)	Assurances - Non-Construction Programs
	(iii)	Disclosure of Lobbying Activities
	(iv)	Certification Regarding Debarment, Suspension and Other Responsibility Matters
	(v)	Certification Regarding Drug-Free Workplace Requirements
	(vi)	Certification Regarding Environmental Tobacco Smoke
	(vii)	Certification Regarding Maintenance of Effort

2.2 **Exhibit 1**. The above attachments are included in this 2015 Renewal as Exhibit 1, and hereby made a part of this Contract, constituting promised performance by the Parties in accordance with the terms of this Contract, as amended. All attachments not changed in this 2015 Renewal remain in full force and effect.

2.3 **Attachment B, "Parenting in Recovery Grant Application ("Grant")"**. The Parties agree that Attachment B of the original Contract (Section 3.3.2) refers to the Grant application filed annually by County for Grant activities related to this Contract. That Grant application is filed each year by County, with the applicable terms included in this Contract by execution of this 2015 Renewal. County will make available to Consultant a copy of the 2015 Grant application upon request.

3.0 FINANCIAL OBLIGATIONS

3.1 **Maximum Funds**. The Parties agree to amend Section 4.1, "Maximum Funds," (and all other provisions relating to the Contract Term Maximum Funds to change the Maximum Funds to the amount set forth in this Section 3.1) by adding the following:

> 4.1 - 2015 - **2015 Renewal Term Maximum Funds**. In consideration of full and satisfactory performance of the services and activities provided by Consultant under the terms of this Contract during the 2015 Renewal Term, County shall provide Contract Funds in an amount not to exceed Forty-Five Thousand Dollars ($45,000.00) unless and until that amount is changed by the Commissioners Court through written amendment to this Contract. Consultant agrees that this amount is sufficient to complete the tasks agreed to under the terms of this Contract and that Consultant will complete those tasks within the amount specified in this Contract.

4.0 INCORPORATION

4.1 County and Consultant hereby incorporate this 2015 Renewal into the Contract, and the Contract, into this 2015 Renewal, and hereby ratify all terms and conditions of the Contract as amended. The Contact, with the changes made in this 2015 Renewal constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties.

5.0 EFFECTIVE DATE

5.1 This 2015 Renewal shall be effective September 30, 2014, when fully executed by the Parties.

Encompass Medical Management, Inc.

Attachment A - 2015

GRANT ACTIVITY*	Contract Hours	Hourly Rate	Costs
Database Activities			
Consult with Travis County IT to determine database capabilities, desired data base target, and determine transfer path.	20	100	2,000
Consult with Travis County IT to determine web delivery capabilities, desired methods of using the existing code set and determine transfer path. This is taking an existing code set and determining how Travis IT will implement.	30	100	3,000
Develop and agree to detailed project and transfer plan.	10	100	1,000
Encompass will create packaging exports; Travis County IT will be responsible for implementation and ongoing maintenance.	30	100	3,000
Data reader creation on Travis County system	15	100	1,500
The report reader will contain a fixed record set as of the date of transfer which will be after the last upload. The reader will also report the current status of the data reflecting changes and additions entered through the web application.	35	100	3,500
Understand Travis County data schemas, database preferences and tools	35	100	3,500
Understand Travis County web capabilities and structure for site transfer	30	100	3,000
Identify data connections and data feeds to be implemented by Travis County IT from CPS state databases in the PIR access database for all reports	6	100	600
Prepare the data warehouse for transfer of the data to a secure data repository on Travis County system with consideration of HIPAA and security compliance.	6	100	600
Transfer data and web application to Travis County	16	100	1,600
Consult with Travis County IT on configuration and transfer issues.	25	100	2,500
Encompass shall continue through December 2014 maintenance of the current applications	25	100	2,500
Conduct on-going security checks of data and data sources	6	100	600
Administration of data privacy and validity for HIPAA and confidentiality	6	100	600
Upload program data to federal data repositories for final report	20	100	2,000
Total			**$31,500**
Program Evaluation Activities			
Complete final cost/benefit analysis for federal and local focus	20	100	2,000
Develop final report to federal grantor with federal indicators	30	100	3,000
Develop final report to federal grantor with local indicators	30	100	3,000
Supervise research assistant and provide oversight of report development and database transfer	10	100	1,000
Total			**$9,000**
Research Assistant - part-time			
Assist in developing final report to federal grantor	150	15	2,250
Assist in developing cost/benefit analysis report	150	15	2,250
Total			**4,500**
GRAND TOTAL			**45,000**

*The amounts for each activity are estimates. The vendor can submit a budget revision request form to TCHHSVS requesting a reallocation of the budgeted amount for one or more activities. This request should be submitted prior to, or simultaneously with, the submission of the first billing containing the reallocation.

Attachment C – 2015

2015 Renewal Term Public Policy Requirements

Acknowledgement of Federal Funding

As required by U.S. Department of Health and Human Services (HHS) appropriations acts, all HHS recipients must acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds. Recipients are required to state (1) the percentage and dollar amounts of the total program or project costs financed with Federal funds and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.

Activities Abroad

HHS recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Age Discrimination Act of 1975

The Age Discrimination Act of 1975, 42 U.S.C. 6101 *et seq.*, prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 91.

Civil Rights Act of 1964 (Title VI)

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d *et seq.*, provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 80.

Confidentiality of Patient/Client Records

Section 543 of the PHS Act, 42 U.S.C. 290dd-2, requires that records of substance abuse patients be kept confidential except under specified circumstances and purposes. The covered records are those that include the identity, diagnosis, prognosis, or treatment of any patient maintained in connection with any program or activity relating to substance abuse education, prevention, training, treatment, rehabilitation, or research that is conducted, regulated, or directly or indirectly assisted by any department or agency of the United States. This requirement is implemented in 42 CFR part 2.

Controlled Substances

Grantees are prohibited from knowingly using appropriated funds to support activities that promote the legalization of any drug or other substance included in Schedule I of the schedule of controlled substances established by section 202 of the Controlled Substances Act, 21 U.S.C. 812. This limitation does not apply if the recipient notifies the GMO that there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

If controlled substances are proposed to be administered as part of a research protocol or if research is to be conducted on the drugs themselves, applicants/recipients must ensure that the DEA requirements, including registration, inspection, and certification, as applicable, are met. Regional DEA offices can supply forms and information concerning the type of registration required for a particular substance for research use. The main registration office in Washington, DC, may be reached at 800-882-9539. Information also is available from the National Institute on Drug Abuse at 301-443-6300.

Education Amendments of 1972 (Title IX)

Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, 1682, 1683, 1685, and 1686, provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 86.

Hatch Act

The Hatch Act restricts political activity of executive branch employees of the federal government and District of Columbia government employees (5 U.S.C. 7321–7328) and State or local officers or employees (5 U.S.C. 1501–1528). "State or local officer or employee" means an individual employed by a State or local agency whose principal employment is in connection with an activity that is financed in whole or in part by loans or grants made by the United States or a Federal agency. (Certain State educational or research institutions are excluded from this definition.)

Health Insurance Portability and Accountability Act (HIPAA)

The "Standards for Privacy of Individually Identifiable Health Information" (the Privacy Rule) implement the Health Insurance Portability and Accountability Act (HIPAA) of 1996, 42 U.S.C. 1320d *et seq.*, which governs the protection of individually identifiable health information. The Privacy Rule is administered and enforced by HHS's OCR and is

codified at 45 CFR parts 160 and 164. Not all HHS recipients are subject to the Privacy Rule. The Privacy Rule applies only to "covered entities," as defined by the rule, which include health plans and most health-care providers.
The OCR Web site (http://www.hhs.gov/ocr/hipaa) provides information on the Privacy Rule, including the complete text of the regulation and a set of decision tools for determining whether a particular entity is subject to the rule. An educational booklet, *Protecting Health Information in Research: Understanding the HIPAA Privacy Rule*, is available through OCR's Web site and at http://privacyruleandresearch.nih.gov/. That Web site also includes other educational materials approved by OCR and the HHS Office of the General Counsel.

Limited English Proficiency

Recipients of Federal financial assistance must take reasonable steps to ensure that people with limited English proficiency have meaningful access to health and social services and that there is effective communication between the service provider and individuals with limited English proficiency. To clarify existing legal requirements, HHS published "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." This guidance, which is available at http://www.hhs.gov/ocr/lep/revisedlep.html, provides a description of the factors that recipients should consider in determining and fulfilling their responsibilities to individuals with limited English proficiency under Title VI of the Civil Rights Act of 1964.

Pro-Children Act

The Pro-Children Act of 1994, 20 U.S.C. 7183, imposes restrictions on smoking in facilities where federally funded children's services are provided. HHS grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of federally funded health care, day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also applies if such facilities are constructed, operated, or maintained with Federal funds. The statute does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity. Any questions concerning the applicability of these provisions to an HHS grant should be directed to the GMO.

Rehabilitation Act of 1973 (Section 504)

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment. The HHS implementing regulations are codified at 45 CFR parts 84 and 85.

Resource Conservation and Recovery Act

Under RCRA (42 U.S.C. 6901 *et seq.*), any State agency or agency of a political subdivision of a State using appropriated Federal funds must comply with 42 U.S.C. 6962. This includes State and local institutions of higher education or hospitals that receive direct HHS awards. Section 6962 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA (40 CFR parts 247–254).

Restriction on Abortions

HHS funds may not be spent for an abortion.

Restriction on Distribution of Sterile Needles

Funds appropriated for HHS may not be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

Uniform Relocation Assistance and Real Property Acquisition Policies Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (the Uniform Relocation Act), 42 U.S.C. 4601 *et seq.*, applies to all programs or projects undertaken by Federal agencies or with Federal financial assistance that cause the displacement of any person.

The HHS requirements for complying with the Uniform Relocation Act are set forth in 49 CFR part 24. Those regulations include uniform policies and procedures regarding treatment of displaced people. They encourage entities to negotiate promptly and amicably with property owners so property owners' interests are protected and litigation can be avoided.

U.S. Flag Air Carriers

Recipients must comply with the requirement that U.S. flag air carriers be used by domestic recipients to the maximum extent possible when commercial air transportation is the means of travel between the United States and a foreign country or between foreign countries. This requirement must not be influenced by factors of cost, convenience, or personal travel preference. The cost of travel under a ticket issued by a U.S. flag air carrier that leases space on a foreign air carrier under a code-sharing agreement is allowable if the purchase is in accordance with GSA regulations on U.S. flag air carriers and code shares (see http://www.gsa.gov/gsa/cm_attachments/GSA_DOCUMENT/110304_FTR_R2QA53_0Z5RDZ-i34K-pR.pdf). (A code-sharing agreement is an arrangement between a U.S. flag carrier and a foreign air carrier in which the U.S. flag carrier provides passenger service on the foreign air carrier's regularly scheduled commercial flights.)

USA Patriot Act

The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) amends 18 U.S.C. 175–175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent (see "Public Health Security and Bioterrorism Preparedness and Response Act").

Public Health Security and Bioterrorism Preparedness and Response Act

The Public Health Security and Bioterrorism Preparedness and Response Act of 2002, 42 U.S.C. 201 Note, is designed to provide protection against misuse of select agents and toxins, whether inadvertent or the result of terrorist acts against the U.S. homeland, or other criminal acts (see 42 U.S.C. 262a). The act was implemented, in part, through regulations published by CDC at 42 CFR part 73, Select Agents and Toxins. Copies of these regulations are available from the Import Permit Program and the Select Agent Program, respectively, CDC, 1600 Clifton Road, MS E-79, Atlanta, GA 30333; telephone: 404-498-2255. These regulations also are available at http://www.cdc.gov/od/ohs/biosfty/shipregs.htm.

Retention and access requirements for records

Sub-recipient shall comply with retention and access requirements for records as codified in 45 CFR 92 .42.

ETHICS AFFIDAVIT

STATE OF TEXAS
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: OCT 28, 2014
Name of Affiant: SANNA THOMPSON
Title of Affiant: CHIEF FINACIAL OFFICER
Business Name of Proponent: ENCOMPASS MEDICAL MANAGEMENT
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 of Affiant

8009 Dark Valley Cv Austin TX 78737
Address

SUBSCRIBED AND SWORN TO before me by Sanna Thompson on Oct. 29th, 2014.

Sandra Starsiakova

Notary Public, State of Texas

SANDRA STARSIAKOVA
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 10/8/17

Typed or printed name of notary Sandra Starsiakova
My commission expires: 10/08/2017

LIST OF KEY CONTRACTING PERSONS
August 28, 2014

CURRENT

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe	
Executive Assistant	Cheryl Brown	
Executive Assistant	Melissa Velasquez	
Executive Assistant	Josie Z. Zavala	
Executive Assistant	David Salazar	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis	Seton Hospital
Executive Assistant	Deone Wilhite	
Executive Assistant	Felicitas Chavez	
Executive Assistant	Sue Spears	
Commissioner, Precinct 2	Bruce Todd	
Commissioner, Precinct 2 (Spouse)	Elizabeth Christian	Consultant
Executive Assistant	Sara Krause*	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Gerald Daugherty*	
Commissioner, Precinct 3 (Spouse)	Charyln 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 Mgment & 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, CTPE
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.....Vacant
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
Financial Manager HHS.....Kathleen Haas
Accountant Lead HHS.....Lisa Glass
Contract Compliance Specialist.....Ladonna Brazell
Contract Compliance Specialist.....John Bradshaw
Contract Compliance Specialist.....Latrice Johnson
Planning Manager.....Lawrence Lyman

FORMER EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Date of Expiration
Purchasing Agent Assistant III	Shannon Pleasant	08/22/15
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.

INSURANCE REQUIREMENTS

Contractor shall have, and shall require all subcontractors providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or alternate insurance options shall be imposed as follows:

I. General Requirements Applicable to All Contractors' Insurance.

The following requirements apply to the **Contractor and to Subcontractor(s)** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.

B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VIII or higher.

C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to County immediately upon execution of this Contract.

D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Travis County Purchasing Agent within ten (10) working days of execution of the contract by both parties or the effective date of the Contract, whichever comes first. The Certificate(s) shall show the Travis County contract number and all endorsements by number.

E. Insurance required under this Contract which names Travis County as Additional Insured shall be considered primary for all claims.

F. Insurance limits shown below may be written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.

G. County shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.

H. County reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.

I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.

J. Insurance coverage specified in this Contract is not intended and will not be interpreted to limit the responsibility or liability of the Contractor or subcontractor(s).

II. Specific Requirements

The following requirements (II.A - II.E, inclusive) apply to the **Contractor and Subcontractor(s)** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.

2. Employers' Liability limits are:

$500,000 bodily injury each accident
$500,000 bodily injury by disease
$500,000 policy limit

3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Travis County and City of Austin:
   a. Waiver of Subrogation (Form 420304)
   b. Thirty (30) day Notice of Cancellation (Form 420601)

B. Commercial General Liability Insurance

1. Minimum limit:
$500,000* per occurrence for coverage A and B with a
$1,000,000 policy aggregate

2. The Policy shall contain or be endorsed as follows:
   a. Blanket contractual liability for this Contract
   b. Independent Contractor Coverage

3. The Policy shall also include the following endorsements in favor of Travis County

4. a. Waiver of Subrogation (Form CG 2404)
   b. Thirty (30) day Notice of Cancellation (Form CG 0205)
   c. Travis County named as additional insured (Form CG 2010)

*** Supplement Insurance Requirement** If child care, or housing arrangements for clients is provided, the required limits shall be:

$ 1,000,000 per occurrence with a
$ 2,000,000 policy aggregate

C. Business Automobile Liability Insurance†

1. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of $300,000* per occurrence
2. Policy shall also include the following endorsements in favor of Travis County
   a. Waiver of Subrogation (Form TE 2046A)
   b. Thirty (30) day Notice of Cancellation (Form TE 0202A)
   c. Travis County named as additional insured (Form TE 9901B)

† Alternative Insurance Requirement

If NO transportation services of any type is provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of

$ 100,000/$300,000/$50,000

may be provided in lieu of Business Automobile Liability Insurance

D. Professional Liability/E & O Insurance

1. Coverage shall be provided with a minimum limit of $1,000,000 per claim /$3,000,000 aggregate to cover injury to a child while the child is in the care of Contractor or Subcontractor and to cover negligent acts, sexual harassment, errors, or omissions arising out of Professional Services under this Contract.

2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date this Contract is signed and/or effective, whichever comes first. Coverage shall include a three (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting dates.

3. Subcontractor(s) who are not covered under Contractor's professional liability insurance shall provide Contractor with current certificates of insurance annually on the renewal date of their insurance policy.

E. Blanket Crime Policy Insurance

1. If an advance against Contract Funds is requested or received in an amount greater than $5,000, a Blanket Crime Policy shall be required with limits of the Contract Funds allocated in the Contract or the amount of scheduled advances.

2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three- (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.

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Approved for use through 1/31/2012

Protection of Human Subjects
Assurance Identification/IRB Certification/Declaration of Exemption
(Common Rule)

Policy: Research activities involving human subjects may not be conducted or supported by the Departments and Agencies adopting the Common Rule (56FR28003, June 18, 1991) unless the activities are exempt from or approved in accordance with the Common Rule. See section 101(b) of the Common Rule for exemptions. Institutions submitting applications or proposals for support must submit certification of appropriate Institutional Review Board (IRB) review and approval to the Department or Agency in accordance with the Common Rule.

Institutions must have an assurance of compliance that applies to the research to be conducted and should submit certification of IRB review and approval with each application or proposal unless otherwise advised by the Department or Agency.

1. Request Type	2. Type of Mechanism	3. Name of Federal Department or Agency and, if known, Application or Proposal Identification No.
[ ] ORIGINAL [X] CONTINUATION [ ] EXEMPTION	[X] GRANT [ ] CONTRACT [ ] FELLOWSHIP [ ] COOPERATIVE AGREEMENT [ ] OTHER:_____	Administration for children & Families

4. Title of Application or Activity	5. Name of Principal Investigator, Program Director, Fellow, or Other
Parenting in Recovery	Laura Peveto

6. Assurance Status of this Project *(Respond to one of the following)*

[ ] This Assurance, on file with Department of Health and Human Services, covers this activity:
Assurance Identification No._____, the expiration date_____ IRB Registration No. _____

[X] This Assurance, on file with *(agency/dept)* University of Texas at Austin, covers this activity.
Assurance No. 0000-0030, the expiration date 6/20/15 IRB Registration/Identification No 2007/20085 *(if applicable)*

[ ] No assurance has been filed for this institution. This institution declares that it will provide an Assurance and Certification of IRB review and approval upon request.

[ ] Exemption Status: Human subjects are involved, but this activity qualifies for exemption under Section 101(b), paragraph_____.

7. Certification of IRB Review (Respond to one of the following IF you have an Assurance on file)

[X] This activity has been reviewed and approved by the IRB in accordance with the Common Rule and any other governing regulations.
by: [ ] Full IRB Review on (date of IRB meeting) 1/21/2014 or [X] Expedited Review on (date)
[ ] If less than one year approval, provide expiration date _____

[ ] This activity contains multiple projects, some of which have not been reviewed. The IRB has granted approval on condition that all projects covered by the Common Rule will be reviewed and approved before they are initiated and that appropriate further certification will be submitted.

8. Comments

9. The official signing below certifies that the information provided above is correct and that, as required, future reviews will be performed until study closure and certification will be provided.	10. Name and Address of Institution
11. Phone No. *(with area code)* 512-232-0604 12. Fax No. *(with area code)* 512-471-9600 13. Email: Sannathompson@utexas.edu	Encompass Medical Management 8009 Dark Valley Cove Austin, TX 78737
14. Name of Official SANDRA THOMPSON	15. Title CHIEF FINACIAL OFFICER
16. Signature	17. Date 10-26-2014

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Public reporting burden for this collection of information is estimated to average less than an hour per response. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: OS Reports Clearance Officer, Room 503 200 Independence Avenue, SW., Washington, DC 20201. *Do not return the completed form to this address.*

OMB Approval No. 4040-0007
Expiration Date: 06/30/2014

ASSURANCES - NON-CONSTRUCTION PROGRAMS

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

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

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

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
SAVINA THOMPSON	CHIEF FINANCIAL OFFICER
APPLICANT ORGANIZATION	DATE SUBMITTED
ENCOMPASS MEDICAL MANAGEMENT	January 14, 2013

U.S. Department of Health & Human Services

ADMINISTRATION FOR CHILDREN & FAMILIES

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CERTIFICATION REGARDING LOBBYING

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☐ YES ☐ NO

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying,'' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying,'' in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature

Title
CHIEF FINANCIAL OFFICER

Organization
ENCOMPASS MEDICAL MANAGEMENT

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:
- ☐ a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:
- ☐ a. bid/offer/application
- b. initial award
- c. post-award

3. Report Type:
- ☐ a. initial filing
- b. material change

For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity:
☐ Prime ☒ Subawardee
Tier _____, if known:
Encompass Medical Management
8009 Dark Valley Cove
Austin, TX 78737
Congressional District, if known: 4c

5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
Travis County
100 N. Hwy 135
Austin, TX
Congressional District, if known:

6. Federal Department/Agency:
Administration for children & Families

7. Federal Program Name/Description:
Enhancing safety of children affected by mother's substance abuse
CFDA Number, if applicable: 93 087

8. Federal Action Number, if known:
90 CU 0039/04

9. Award Amount, if known:
$ 500,000

10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):
NA

b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):
NA

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when 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: _____
Print Name: SANNA THOMPSON
Title: CHIEF FINANCIAL OFFICER
Telephone No.: 512-731-1679 Date: 10/26/14

Federal Use Only:

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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.

U.S. Department of Health & Human Services

ADMINISTRATION FOR CHILDREN & FAMILIES

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS (LOWER TIER)

Was this page helpful?

YES NO

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, [[Page 33043]] should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled ``Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,'' without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a

person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

****

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion--Lower Tier Covered Transactions

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

U.S. Department of Health and Human Services
370 L'Enfant Promenade, S.W.
Washington, D.C. 20447

U.S. Department of Health & Human Services

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Was this page helpful?

☐ YES ☐ NO

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645(a)(1) and (b) provide that a Federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For the Department of Health and Human Services, the central pint is: Division of Grants Management and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, SW Washington, DC 20201.

Certification Regarding Drug-Free Workplace Requirements (Instructions for Certification)

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.

2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

3. For grantees other than individuals, Alternate I applies.

4. For grantees who are individuals, Alternate II applies.

5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).

8. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through

1308.15);

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

U.S. Department of Health and Human Services
370 L'Enfant Promenade, S.W.
Washington, D.C. 20447

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Certification Regarding Drug-Free Workplace Requirements

Alternate I. (Grantees Other Than Individuals)

The grantee 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 ongoing 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 ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. 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 paragraph (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).

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)

8009 DARK VALLEY COVE

AUSTIN, TX 78737

Check if there are workplaces on file that are not identified here.

Alternate II. (Grantees Who Are Individuals)

(a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;

(b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

[55 FR 21690, 21702, May 25, 1990]

U.S. Department of Health & Human Services

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CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Was this page helpful?

YES NO

The Pro-Children Act of 2001, 42 U.S.C. 7181 through 7184, imposes restrictions on smoking in facilities where Federally-funded children's services are provided. HHS grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of federally funded health care, day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also applies if such facilities are constructed, operated, or maintained with Federal funds. The statute does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity.

U.S. Department of Health & Human Services

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CERTIFICATION REGARDING MAINTENANCE OF EFFORT

Was this page helpful?

☐ YES ☐ NO

In accordance with the applicable program statute(s) and regulation(s), the undersigned certifies that financial assistance provided by the Administration for Children and Families, for the specified activities to be performed under the Parenting In Recovery Program by Encompass Hospital Mgmt (Applicant Organization), will be in addition to, and not in substitution for, comparable activities previously carried on without Federal assistance.

Signature of Authorized Certifying Official

Chief Financial Officer

Title

OCT 26, 2014

Date

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 15, 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: Contract renewals

Proposed Motion:
Consider and take appropriate action to approve start dates for certain TCHHSVS contract renewals that have been drafted but are still in the process of being reviewed either by the vendor, a third party (ATCIC or the City of Austin) or one of the various county departments involved in the contracting process and will not be completed in time to be posted on the 9/30/14 Commissioners Court agenda. Final approval of the contracts will be based on the submitting of final documents to the Commissioners Court upon completion and execution by other parties.

Summary and Staff Recommendations:

1) Encompass Medical Management, Inc.
Contract Number: 4400000683
Contract Period: 9/30/14 – 9/29/15
Contract Amount: $45,000

This contract is funded through the Parenting in Recovery (PIR) grant and provides database management and program evaluation for the PIR project. TCHHSVS is

waiting for the approval of a no-cost extension request that will fund the 9/30/14 – 9/29/15 grant year. The grantor has indicated that it will be late September or early October before a decision is made. While TCHHSVS fully expects to receive approval, it will not execute this contract if the grant funds are not awarded.

2) ATCIC SAMSO
Contract Number: 4400000372
Contract Period: 10/1/14 – 9/30/15
Contract Amount: $1,277,720

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.

There is $881,799 in the FY'15 TCHHSVS budget for this contract. The City of Austin is expected to contribute $310,921 but has not yet confirmed this amount. The Parenting in Recovery (PIR) grant will contribute $134,599 if the TCHHSVS request for a no-cost extension of the grant is approved. While TCHHSVS expects to receive approval of the no-cost extension request for the PIR funds, this money will be taken out of the contract if the extension is not approved.

3) ATCIC System of Care
Contract Number: 4400000374
Contract Period: 10/1/14 – 9/30/15
Contract Amount: $707,352

TCHHSVS uses a contract with ATCIC to fund a variety of programs, known as the System of Care, for children and their families experiencing mental and behavioral challenges. ATCIC acts as the managed services organization, overseeing the services provided by a network of vendors.

The FY'15 contract has money from the following sources:
$675,000 in General Fund money;
$32,352 from the Milburn Trust.

4) ATCIC Main
Contract Number: 4400000375
Contract Period: 10/1/14 – 9/30/15
Contract Amount: $1,453,014

Under this Interlocal, ATCIC is required to serve as the lead in assessment, planning, and evaluation functions relative to mental health, intellectual/developmental disabilities, and substance abuse services in support of the Community Action Network process.

ATCIC also is responsible for the provision of certain mental health and intellectual/developmental disability services, either as a direct provider or through subcontracts with other providers, for the priority populations defined by the Texas Department of State Health Services. The priority populations include adult diagnoses of schizophrenia, bi-polar disorder or clinically severe depression and children with severe and persistent mental illness, including those with current or previous involvement in the criminal justice system.

5) ATCIC Child Therapist
Contract Number: 4400001018
Contract Period: 10/1/14 – 9/30/15
Contract Amount: $78,214

Also funded through the TCC grant, this contract funds 100% of a Child Therapist position at ATCIC. The therapist works with children whose parents are involved with the Travis County Family Drug Treatment Court. The grant funds for this contract are in place.

6) City/County, Public Health Interlocal Agreement
Contract Number: 4400001726
Contract Period: 10/1/14 – 9/30/15
Contract Amount: $3,122,526.

Contract provides thirteen different health related programs for Austin and Travis County residents. Services include: Community Health Improvement Planning, Chronic Disease Prevention and Control, Communicable Disease Prevention, Environmental Health Services, Epidemiology and Surveillance, Health Authority, Immunizations, Injury Prevention, Office of Vital Records and more.

7) City/County, Animal Services Interlocal Agreement
Contract Number: 4400001169
Contract Period: 10/1/14 – 9/30/15
Contract Amount: $1,115,472

Contract provides animal control services including rabies and dispatch to the unincorporated areas of Travis County. Also provides prevention services, shelter services and spay and neuter clinics.

TCHHSVS staff recommends approving these renewals.

Budgetary and Fiscal Impact:
This information is included with each contract listed above.

Issues and Opportunities:
Once drafted by the Travis County Attorney's Office, these contracts are reviewed by TCHHSVS, the vendor, the City of Austin in the case of ATCIC SAMSO, the Travis

County Auditor's Office and the Travis County Purchasing Office. The review process can take several weeks or even months depending on the complexity of the contract and response time of other parties.

The services provided by these contracts need to be continued while the drafts are reviewed. Those contracts funded solely by PIR grant money will not be executed if the no-cost extension for the grant is not approved. Those contract partially funded by PIR money will have that funding removed from the contract if the no-cost extension is not approved.

Background:
TCHHSVS is working with all parties concerned to get these contracts reviewed and executed as soon as possible.

Cc: Nicki Riley, Travis County Auditor
Janice Cohoon, Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney, Travis County Attorney's Office
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

#17

Travis County Commissioners Court Agenda Request

Meeting Date: September 30, 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: Consider and Take Appropriate Action on Request to Renew Certain Health and Human Services and Veterans Services Social Service Contracts which Expire September 30, 2014.

Travis County Health and Human Services and Veteran Services (TCHHSVS) Department has requested the Purchasing Office place on the Court's Agenda the following list of Contracts and Interlocal Agreements which will expire September 30, 2014. TCHHSVS is currently working with either the vendor, a third party (Austin Travis County Integral Care (ATCIC) or The City of Austin) or one of the various County departments involved in the contracting process; and as such they were not ready for presentation to the Court at the time of this agenda preparation. These services need to be continuously provided while the contract drafts are being reviewed and renewed. Once the contracts are finalized, and funding secured, those contracts which require Court approval will be presented for the Judge's signature. However, in order to prevent contract expiration, the following list is being presented for approval.

1. Encompass Medical Management, Inc.
   Contract Number: 4400000583
   Contact Period: 9/30/14—9/29/15
   Contract Amount: $45,000

This contract is funded through the Parenting in Recovery (PIR) grant and provides database management and program evaluation for the PIR project. TCHHSVS is waiting for the approval of a no-cost extension request that will fund the 9/30/14 – 9/29/15 grant year. The grantor has indicated that it will be late September or early October before a decision is made. While TCHHSVS fully expects to receive approval, it will not execute this contract if the grant funds are not awarded.

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

2. ATCIC SAMSO
   Contract Number:4400000372
   Contract Period: 10/1/14—9/30/15
   Contract Amount: $1,277,720

Travis County, the City of Austin and ATCIC have a three-way interlocal agreement for the provision of substance abuse treatment services. Under this agreement, ATCIC manages a network of providers providing 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 a part of the treatment process.

There is $881,799 in the FT15 TCHHSVS budget for this contract. The City of Austin is expected to contribute $310,921 but has not yet confirmed this amount. The Parenting in Recovery (PIR) grant will contribute $134,599 if the TCHHSVS request for a no-cost extension of the grant is approved. While TCHHSVS expects to receive approval of the no-cost extension request for the PIR funds, this money will be taken out of the contract if the extension is not approved.

3. ATCIC System of Care
   Contract Number: 4400000374
   Contract Period: 10/1/14 – 9/30/15
   Contract Amount: $707,352

TCHHSVS uses a contract with ATCIC to fund a variety of programs, known as the System of Care, for children and their families experiencing mental and behavioral challenges. ATCIC acts as the managed services organization, overseeing the services provided by a network of vendors.

The FY15 contract has money from the following sources:
$675,000 in General Fund money;
$32,352 from the Milburn Trust

4. ATCIC Main
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   Contract Period: 10/1/14—9/30/15
   Contract Amount: $1,453,014

Under this Interlocal, ATCIC is required to serve as the leas assessment, planning, and evaluation functions relative to mental health, intellectual/developmental disabilities, and substance abuse services in support of the Community Action Network process.

ATCIC also is responsible for the provision of certain mental health and intellectual/developmental disability services, either as a direct provider or through subcontracts with other providers, for the priority populations defined by the Texas Department of State Health Services. The priority populations include adult diagnoses of schizophrenia, bi-polar disorder or clinically severe depression and children with

severe and persistent mental illness, including those with current or previous involvement in the criminal justice system.

5. ATCIC Child Therapist
   Contract Number: 44000001018
   Contract Period: 10/1/14—9/30/15
   Contract Amount: $78,214

Also funded through the TCC grant, this contract funds 100% of a Child Therapist position at ATCIC. The therapist works with children whose parents are involved with the Travis County Family Drug Treatment Court. The grant funds for this contract are in place.

6. City/County , Public Health Interlocal Agreement
   Contract Number: 44000001726
   Contract Period: 10/1/14 –9/30/15
   Contract Amount: $3,122,526

Contact provides thirteen different health programs for Austin and Travis County residents. Services include: Community Health Improvement Planning, Chronic Disease Prevention and Control, Communicable Disease Prevention, Environmental Health Services, Epidemiology and Surveillance, Health Authority, Immunizations, Injury Prevention, Office of Vital Records and more.

7. City/County Animal Services Interlocal Agreement
   Contract Number: 44000001169
   Contract Period: 10/1/14—9/30/15
   Contract Amount: $1,115,472

Contract provides animal control services including rabies and dispatch to the unincorporated areas of Travis County. Also provides prevention services, shelter services and spay and neuter clinics.

REQUESTED ACTION:

APPROVE (✓) DISAPPROVE ( )

Samuel T. Biscoe

Samuel T. Biscoe, County Judge

9-30-14

Date

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

TRAVIS COUNTY HEALTH and HUMAN SERVICES
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 15, 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: Contract renewals

Proposed Motion:
Consider and take appropriate action to approve start dates for certain TCHHSVS contract renewals that have been drafted but are still in the process of being reviewed either by the vendor, a third party (ATCIC or the City of Austin) or one of the various county departments involved in the contracting process and will not be completed in time to be posted on the 9/30/14 Commissioners Court agenda. Final approval of the contracts will be based on the submitting of final documents to the Commissioners Court upon completion and execution by other parties.

Summary and Staff Recommendations:

1) Encompass Medical Management, Inc.
Contract Number: 4400000683
Contract Period: 9/30/14 – 9/29/15
Contract Amount: $45,000

This contract is funded through the Parenting in Recovery (PIR) grant and provides database management and program evaluation for the PIR project. TCHHSVS is

waiting for the approval of a no-cost extension request that will fund the 9/30/14 – 9/29/15 grant year. The grantor has indicated that it will be late September or early October before a decision is made. While TCHHSVS fully expects to receive approval, it will not execute this contract if the grant funds are not awarded.

2) ATCIC SAMSO
Contract Number: 4400000372
Contract Period: 10/1/14 – 9/30/15
Contract Amount: $1,277,720

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.

There is $881,799 in the FY'15 TCHHSVS budget for this contract. The City of Austin is expected to contribute $310,921 but has not yet confirmed this amount. The Parenting in Recovery (PIR) grant will contribute $134,599 if the TCHHSVS request for a no-cost extension of the grant is approved. While TCHHSVS expects to receive approval of the no-cost extension request for the PIR funds, this money will be taken out of the contract if the extension is not approved.

3) ATCIC System of Care
Contract Number: 4400000374
Contract Period: 10/1/14 – 9/30/15
Contract Amount: $707,352

TCHHSVS uses a contract with ATCIC to fund a variety of programs, known as the System of Care, for children and their families experiencing mental and behavioral challenges. ATCIC acts as the managed services organization, overseeing the services provided by a network of vendors.

The FY'15 contract has money from the following sources:
$675,000 in General Fund money;
$32,352 from the Milburn Trust.

4) ATCIC Main
Contract Number: 4400000375
Contract Period: 10/1/14 – 9/30/15
Contract Amount: $1,453,014

Under this Interlocal, ATCIC is required to serve as the lead in assessment, planning, and evaluation functions relative to mental health, intellectual/developmental disabilities, and substance abuse services in support of the Community Action Network process.

ATCIC also is responsible for the provision of certain mental health and intellectual/developmental disability services, either as a direct provider or through subcontracts with other providers, for the priority populations defined by the Texas Department of State Health Services. The priority populations include adult diagnoses of schizophrenia, bi-polar disorder or clinically severe depression and children with severe and persistent mental illness, including those with current or previous involvement in the criminal justice system.

5) ATCIC Child Therapist
Contract Number: 4400001018
Contract Period: 10/1/14 – 9/30/15
Contract Amount: $78,214

Also funded through the TCC grant, this contract funds 100% of a Child Therapist position at ATCIC. The therapist works with children whose parents are involved with the Travis County Family Drug Treatment Court. The grant funds for this contract are in place.

6) City/County, Public Health Interlocal Agreement
Contract Number: 4400001726
Contract Period: 10/1/14 – 9/30/15
Contract Amount: $3,122,526.

Contract provides thirteen different health related programs for Austin and Travis County residents. Services include: Community Health Improvement Planning, Chronic Disease Prevention and Control, Communicable Disease Prevention, Environmental Health Services, Epidemiology and Surveillance, Health Authority, Immunizations, Injury Prevention, Office of Vital Records and more.

7) City/County, Animal Services Interlocal Agreement
Contract Number: 4400001169
Contract Period: 10/1/14 – 9/30/15
Contract Amount: $1,115,472

Contract provides animal control services including rabies and dispatch to the unincorporated areas of Travis County. Also provides prevention services, shelter services and spay and neuter clinics.

TCHHSVS staff recommends approving these renewals.

Budgetary and Fiscal Impact:
This information is included with each contract listed above.

Issues and Opportunities:
Once drafted by the Travis County Attorney's Office, these contracts are reviewed by TCHHSVS, the vendor, the City of Austin in the case of ATCIC SAMSO, the Travis

County Auditor's Office and the Travis County Purchasing Office. The review process can take several weeks or even months depending on the complexity of the contract and response time of other parties.

The services provided by these contracts need to be continued while the drafts are reviewed. Those contracts funded solely by PIR grant money will not be executed if the no-cost extension for the grant is not approved. Those contract partially funded by PIR money will have that funding removed from the contract if the no-cost extension is not approved.

Background:
TCHHSVS is working with all parties concerned to get these contracts reviewed and executed as soon as possible.

Cc: Nicki Riley, Travis County Auditor
Janice Cohoon, Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney, Travis County Attorney's Office
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

Travis County Commissioners Court Agenda Request

Meeting Date: November 18th, 2014
Prepared By/Phone Number: Rachel Fishback, 512-854-9853
Elected/Appointed Official/Dept. Head: Cyd Grimes
Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve contract award for Commissioned Security Guard Services, RFP # 1404-009-RF, to the highest ranked proposer, VETS Securing America, Inc.

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

  The contract will provide Commissioned Security Guard Services at multiple facilities across Travis County. The departments requiring security services are Domestic Relations, Adult Probation, Adult Mental Health, Counseling and Education, Juvenile Probation, and Facilities Management.

  Travis County solicited for a licensed private security firm to assist in creating and maintaining a friendly, safe, and secure environment for visitors, employees, and contractors at several Travis County facilities. Many of the clients who are visiting County facilities will have been accused or convicted of a criminal act. Some may have a history of drug or alcohol abuse or be suffering from mental health issues. For these reasons officers must be well trained and capable of effectively managing aggressive behavior through the use of humane and compassionate methods. The commissioned security officers shall screen clients and visitors, operate security equipment, provide foot patrol of property to deter and prevent criminal activity, identify and resolve safety hazards, observe, identify and assist with resolution of security incidents, de-escalate conflicts, monitor CCTV systems, as well as perform a variety of other security related services outlined in the contract.

  RFP No. 1404-009-RF was issued August 4th, 2014 and closed on August 25th, 2014. A total of seven (7) proposals were received. Three

(3) of these proposals were not responsive. The evaluation committee consisted of one representative from each department involved in this solicitation and one individual from PBO. The evaluation committee reviewed each proposal according to the RFP requirements. After the evaluation process, the evaluation committee and the Facilities Management Department, Adult Probation Department, Juvenile Probation Department, Counseling and Education Department, and Domestic Relations Department recommend contract award to VETS Securing America, Inc.

VETS Securing America, Inc. is the current vendor for the Travis County contract for Non-Commissioned Security Guard Services which started on October 1, 2014.

- **Contract-Related Information:**

Award Amount:	$376,816.92, with estimated requirements based on needs
Contract Type:	Annual, Unilateral
Contract Period:	December 14th, 2014 through December 13th, 2015

- **Solicitation-Related Information:**

Solicitations Sent:	48	Responses Received:	7
HUB Information:	NA	% HUB Subcontractor:	NA

- **Funding Information:**

☐ SAP Shopping Cart #:

☒ Funding Account(s): funds reservation number to be provided by FMD

☐ Comments:

RFP #1404-009-RF Evaluation Summary
Commissioned Security Guard Services

Vets Securing America	**86.57 of 100**	**87%**	**87**
Smith Protective	82.71 of 100	83%	83
Tex 1 Security,Inc	75.00 of 100	75%	75
Arber Inc	73.43 of 100	73%	73

Created 11-13-14 at 4:49 pm

FACILITIES MANAGEMENT DEPARTMENT

Roger A. El Khoury, M.S., P.E., Director

1010 Lavaca St. Suite 400 • P.O. Box 1748, Austin, Texas 78767 • Phone: (512) 854-9661 • Fax: (512) 854-9226

MEMORANDUM **FMD Project:** Service Contracts

TO: Cyd V. Grimes, CPM, CPPO, Purchasing Agent

FROM: Roger A. El Khoury, M.S., P.E., Director

DATE: October 23, 2014

SUBJECT: Contract Award: Commissioned Security Guard Services

Facilities Management Department (FMD) recommends award of the commissioned security guard service contract to Vets Securing America. The evaluation team composed of representatives from end user departments, the Purchasing Office, PBO, and Facilities Management ranked the VSA proposal the highest among the four responses to the County Request for Proposal #1404-009-RF. We greatly appreciate the assistance that has been provided by the Purchasing Office with soliciting competitive bids for a new security services contract.

If you have any questions about this project, please contact Don Bowne, Security Manager at extension 45468.

COPY TO:
Leroy Nellis, Acting County Executive, Planning and Budget
Bonnie Floyd, Assistant Purchasing Agent, Purchasing Office
Rachel Fishback, Purchasing Agent Assistant, Purchasing Office
John Carr, Administrative Director, FMD
Amy Draper, CPA, Financial Manager, FMD

RFP #1404-009-RF Evaluation Summary
Commissioned Security Guard Services

Vets Securing America	**86.57 of 100**	**87%**	**87**
Smith Protective	82.71 of 100	83%	83
Tex 1 Security,Inc	75.00 of 100	75%	75
Arber Inc	73.43 of 100	73%	73

Created 11-13-14 at 4:49 pm

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

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

ESTELA P. MEDINA
Chief Juvenile Probation Officer

TO: Cyd Grimes
Purchasing Agent

FROM: Britt Canary for Estela P. Medina
Estela P. Medina
Chief Juvenile Probation Officer

RE: **On-Site Security Guard Services Bid proposal**

DATE: **November, 2014**

Travis County Juvenile Probation has reviewed the bids for on-site security and recommends Vets Securing America to provide the on-site services for Garner Betts and the Domestic Relations Office. Vets Securing America has shown the willingness to provide qualified staff and appropriate training for the needs of the department. Vets Securing America has received the highest score from the evaluation committee at a competitive price. Please move forward requesting Commissioner Court's approval.

If you need additional information in order to proceed, please do not hesitate to call me.

cc: Darryl Beatty
Britt Canary
Scot Doyal
Sylvia Mendoza
Etuk Inyang

Created 11-13-14 at 4:49 pm

Travis County Counseling & Education Services

P.O. Box 1748, Austin, TX 78767 (512) 854-9540; Fax 854-9146
Caryl Colburn, Director

MEMORANDUM

DATE: October 15, 2014

TO: Cyd Grimes, C.P.M. Purchasing Agent
Rachel Fishback, Purchasing Agent Assistant III

FROM: Caryl Colburn, CES Director

RE: **RFP#1404-009-RF On-Site Commissioned Security Guard Services**

CC: Teresa Goff, CES Program Manager

CES has reviewed and evaluated the applications for **RFP#1404-009-RF On-Site Commissioned Security Guard Services** and we recommend that Vets Securing America be awarded the contract.

CES has selected Vets Securing America because they require their guards to complete 12-hours of in-service training per year which exceeds the minimal application requirements. They exceeded in the required number of years of work experience and provided relative work experience which is a valuable asset to our agency. Plus, CES has had a previous working relationship with Vets Securing America which they demonstrated to be competent and professional.

CES will need commissioned security guard services at the following locations:

- 5501 Airport Boulevard., Suite 102 – Saturdays from 7:30am to 5pm
- 1010 Lavaca 2nd Floor – Monday through Friday from 7:30am to 5pm with an hour lunch.

If you need further information, please contact Teresa Goff at 854-4133. Thanks.

Created 11-13-14 at 4:49 pm

ADULT PROBATION DEPARTMENT

of Travis County

Central Unit	North Unit	Mental Health Unit	South Unit	SMART
411 W. 13th Street, Suite 400 Austin, TX 78701	10409 Burnet Rd Austin, TX 78758	4920 IH 35 North Suite 110 Austin, TX 78751	4011 McKinney Falls Pkwy Suite 1300 Austin, TX 78744	3404 S FM 973 Del Valle, TX 78617
512-854-4600 512-854-4606 Fax	512-854-9775 512-854-4533 Fax	512-854-1800 512-854-4612 Fax	512-854-CSCD (2723) 512-854-4612 Fax	512-854-3150 512-247-5567 Fax

Mailing Address: PO Box 2245 Austin, Texas 78768-2245
www.co.travis.tx.us/AdultProbation
Voice Response System: 512-495-6563 or 1-800-451-3887

Charles R. Robinson, Director
Rosie Ramón-Durán, Assistant Director

MEMORANDUM

TO: Cyd Grimes, Purchasing Agent

FROM: Robert Klepac, Director of Administrative Services

DATE: October 10, 2014

SUBJECT: Commissioned Security Guard Services

The team evaluating the RFP for Security Guard Services selected VETS Securing America for this contract award. The Adult Probation Department concurs with this selection and recommends this vendor for award. This vendor proposed a good product at a very competitive cost.

Robert Klepac

Copy: Greg Jackson
Rachel Fishback

Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, November 18, 2014
Prepared By/Phone Number: C.W. Bruner, 854-9760
Elected/Appointed Official/Dept. Head: Cyd Grimes
Commissioners Court Sponsor: Judge Biscoe

Approve contract award for Travis County Employee Assistance Program, RFP No. 1407-009-CW, to the highest ranked Proposer, Deer Oaks EAP Services, LLC.

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

  The contract provides the Employee Assistance Program (EAP) for Travis County employees / retirees and the members of their household.

  RFP No. 1407-009-CW was issued September 15th, 2014 and closed on October 6th, 2014. A total of thirty-seven (37) vendors were solicited and five (5) proposals were received. Based on all the scoring of all the evaluation factors, as detailed in the RFP, Deer Oaks EAP Services, LLC (Deer Oaks) scored the highest of all proposers.

  Deer Oaks' proposal offered the County the lowest rates and an expanded range of services. Deer Oaks is headquartered in San Antonio, Texas and has offered EAP and Work/Life services to employers for 22 years. They have a strong background and experience in offering services to similar employer groups as evidenced by 95% of their book of business being comprised of public employers including a number of other counties and municipalities.

  The evaluation committee carefully reviewed, analyzed, interviewed and scored several proposals from EAP vendors. The Deer Oaks proposal provided the best value for Travis County. The per employee per month (PEPM) fee is $1.05 which is a 7% reduction from the current rate of $1.13. Based on the expanded services and reduced PEPM fee, the

committee is recommending award of the contract to Deer Oaks EAP Services, LLC. to begin December 1, 2014.

As part of the proposal, Deer Oaks has provided an implementation plan for transitioning from the current provider, Alliance Workforce Partners, and will work closely with HRMD staff to provide employees with information and materials regarding the change in service. Deer Oaks will be able to assist participants currently utilizing services to ensure minimal impact.

- **Contract-Related Information:**

Award Amount: N/A (Requirements Contracts, As needed)
Contract Type: Annual, Unilateral
Contract Period: December 1, 2014 through November 30, 2015

- **Solicitation-Related Information:**

Solicitations Sent:	37	Responses Received:	5
HUB Information:	N/A	% HUB Subcontractor:	N/A

- **Funding Information: N/A**

☐ SAP Shopping Cart / Funds Reservation #: N/A
☒ Comments: Shopping carts are to be processed monthly based on current eligible members at the contracted rates.

Created 11-13-14 at 4:49 pm

Human Resources Management

700 Lavaca Street, Suite 420 • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-6677

November 6, 2014

MEMORANDUM

To: C.W. Bruner, Purchasing Department

From: John Rabb, Benefit Manger
Shannon Steele, Benefit Administrator

Subject: Recommendation for Award, RFP # 1311-003-CW, Fully Insured Stop Loss Insurance

The current contract for the Employee Assistance Program (EAP) is set to expire on November 30, 2014. We would like to request the Purchasing Department recommend the awarding of the contract to Deer Oaks EAP Services LLC for an effective date of December 1, 2014.

Deer Oaks' proposal offered the County the lowest rates and an expanded range of services. Deer Oaks is headquartered in San Antonio, Texas and has offered EAP and Work/Life services to employers for 22 years. They have a strong background and experience in offering services to similar employer groups as evidenced by 95% of their book of business being comprised of public employers including a number of other counties and municipalities.

The evaluation committee carefully reviewed, analyzed, interviewed and scored several proposals from EAP vendors. After narrowing down the vendors and receiving the best and final offers, the committee felt like Deer Oaks' proposal provided the County with the best value for the services provided. The per employee per month (pepm) fee is $1.05 which is a 7% reduction from the current rate of $1.13. Based on the expanded services and reduced pepm fee, the committee is recommending award of the contract to Deer Oaks EAP Services LLC to begin December 1, 2014.

As part of the proposal, Deer Oaks has provided an implementation plan for transitioning from the current provider, Alliance Workforce Partners, and will work closely with HRMD staff to provide employees with information and materials regarding the change in service. Deer Oaks will be able to assist participants currently utilizing services to ensure minimal impact.

The funding source for this contract is 111 003 0001 513020 (Emp Asstc Programs)

The proposal from Deer Oaks includes the following Employee Assistance services and programs:

- Program evaluation and performance tracking to include clinical case management, quarterly utilization reports and an online patient satisfaction survey
- Aggressive program promotion and proactive education including monthly employee and supervisor newsletters, brochures, wallet cards, topical flyers, orientation DVDs, and posters
- Up to 75 hours of on-site seminars. These hours may be used at the County's discretion for Employee EAP Orientations; Health Promotion & Educational Seminars; Health & Wellness Series
- Seminars; Department of Transportation Reasonable Suspicion Seminars; Drug & Alcohol Policy & Education Seminars ; Supervisory Orientations & Seminars; Pre and Post-Incident Management Trainings; On-site Management/Organizational Consultation
- On-site Mediation/Conflict Resolution Services
- Attendance at Annual Health Fairs and Open Enrollment Activities
- Dedicated Account Management Team
- Confidentiality and HIPAA compliance

The proposal also included the additional Work/Life Services:

- Custom Stress Management and Workforce Engagement Initiatives
- Complete Work/Life services including legal/financial services, child/ elder care/daily living resources; referral listing provided within 12 hours for standard cases and within six (6) hours for urgent cases
- Free Online Identity Monitoring & Recovery Program
- Free Online Interactive Will Preparation
- Take the High Road Cab Reimbursement Program
- Unlimited telephonic management/organizational development consultations
- Unlimited online access to the Deer Oaks work/life website
- Online Learning Center: an interactive feature with articles, personal plans, assessments, audio advice, and quick tips on a wide range of individual effectiveness, physical, and emotional wellbeing issues
- Online Savings Center: a discount shopping program offering employees up to 25% discounts on name-brand goods and services
- Online Skillbuilders: E-learning courses with certificates of completion following each session
- Access to Free Monthly Topical Webinars via the Deer Oaks website
- Continued access to the EAP for all employees and their families for up to six (6) months postemployment

Travis County Purchasing Office

RFP Evaluation Matrix Summary, RFP # 1407-009-CW, Travis County EAP

RFP # 1407-009-CW
Travis County Employee Assistance Program

Deer Oaks EAP Services, LLC	89.0
Alliance Work Partners	82.4
Humana	75.4
Interface EAP	64.8
Ceridian HCM Inc.	54.0

CONTRACT FOR EMPLOYEE ASSISTANCE PROGRAM
BETWEEN TRAVIS COUNTY
AND
DEER OAKS EAP SERVICES LLC.

This Contract is entered into by the following parties:

Travis County ("County"), and

Deer Oaks EAP Services LLC., a limited liability corporation registered in the State of Texas ("Contractor" or “Deer Oaks").

RECITALS

County advertised its need for employee assistance services and distributed RFP # 1407-009-CW for these services. Contractor has responded to that request for proposals.

AGREEMENT

The parties agree to the terms and conditions stated in this contract.

Draft

PART I

1.0 **NUMBER OF COUNSELING SESSIONS AND HOURS OF TRAINING:** During the first year of this Contract, Contractor shall provide the number of Counseling Sessions needed by a Covered Person to resolve the issue presented up to five (5) sessions Counseling Sessions for each separate issue and up to seventy five (75) hours of training and the Per Employee Per Month (PEPM) fees shall be the amount stated in Attachment B for that number of Counseling Sessions and hours of training.

2.0 **RATE GUARANTEE:** Contractor shall not increase any rate stated in Attachment B. Both the PEPM rates and the hourly and per unit of service rates shall not change from December 1, 2014 through November 30, 2020 inclusive. The Services listed as included without additional charge under the PEPM in Attachment B shall not change from December 1, 2014 through November 30, 2020 inclusive.

3.0 **PERFORMANCE GUARANTEES:** Contractor guarantees the following aspects of performance at the level stated and if these levels are not achieved, Contractor shall reduce the PEPM fees for the following quarter by the following percent of PEPM fees at risk:

3.1 Account Management: Utilization Reports will be uploaded to the employer portal within 30 days after the end of the quarter and year and 1% of the PEPM for the following Quarter is at risk.

3.2 Member Satisfaction: Patient Satisfaction Survey Results will rate overall experience satisfactory or better in at least 90% of responses to surveys and 1% of the PEPM for the following Quarter is at risk.

3.3 Member Satisfaction: Employee and Supervisor Trainings will be well received, with Training Survey results averaging 90% or greater "Very Satisfied" and 1% of the PEPM for the following Quarter is at risk.

3.4 Scope of Services: All items outlined in the Scope of Services will be adhered to and1% of the PEPM for the following Quarter is at risk.

4.0 **COMPLIANCE WITH DESCRIPTIONS IN DESCRIPTON OF SERVICES IN QUESTIONAIRE:**

4.1 Contractor shall maintain the procedures for credentialing, the level of credentials and the level of experience and diversity related to its counselors and providers as described in the Description of Services Questionnaire.

4.2 Contractor shall provide the types of counseling in terms of both subject matter and methods of providing services (face-to-face, telephonic, and web video) described in the Description of Services Questionnaire.

4.3 Contractor shall maintain the standard of confidentiality described in the Description of Services Questionnaire.

5.0 **ACCESS TO EMPLOYER PORTAL:** Contractor shall provide County access to the employer portal to uploaded utilization reports. Standard utilization reports are provided each quarter and annually and include information requested by County without infringing on member confidentiality. Ad hoc utilization reports are also provided upon request.

Draft

PART II – SPECIFIC REQUIREMENTS

1.0 **DEFINITIONS.** In Part II and all proposals, the following definitions apply:

1.1 "Authorized Representative" means a Travis County supervisor, manager, or Human Resources staff.

1.2 "Counseling Session" means a scheduled face-to-face conference of not less than 50 minutes between a Participant and a qualified counselor for the purpose of discussing and identifying areas of concern and problem solving and may include intake, assessment, diagnosis, evaluation, counseling, treatment, referral, if indicated, follow-up and on-going review of the Participant's need for the EAP Services, but does not usually include telephone conferences except in case of emergency or request by the Covered Person. Telephonic Counseling Sessions and online Counseling Sessions through eSessionCONNECT may take place if there is a structured format with the counselor and Covered Person pre-scheduling the sessions and call-in times. These are appointments and differ from telephonic assessment which determines the need for an appointment.

1.3 "Covered Person" means:

1.3.1 Employees (part-time and full-time) and

1.3.2 Family members of employees, and any person residing in the same dwelling unit as the employee.

1.3.3 Former employees (part-time and full-time) who are receiving counseling services at the time of separation from employment but only until the earliest of

1.3.3.1 completion of the number of counseling sessions authorized under the Contract,

1.3.3.2 referral to another resource by an Counselor or

1.3.3.3 6 months after separation from employment.

1.3.4 Retirees

1.3.5 Family members of retirees, and any person residing in the same dwelling unit as the retiree.

1.4 "Day" means calendar day.

1.5 "EAP Services" means the employee assistance program services described in this Part II and described in further detail Attachment A in Contractor's Proposal, and Exhibit 1 to Attachment A, Revised Questionnaire.

Draft

1.6 "Mandatory Referral" means the requirement imposed by an Authorized Representative as a condition of employment that a Covered Person participates in Counseling Sessions and successfully completes the course of treatment recommended by a counselor.

1.7 "Participant" means any Covered Person who requests assistance from Contractor.

2.0 **IMPLEMENTATION OF EAP PROGRAM:** County and Contractor shall implement this Contract based on the time table and implementation plan proposed by Contractor and negotiated with County and attached to this Contract in Attachment A, pages 43 through 45 in Contractor's Proposal.

3.0 **TYPES OF EAP SERVICES:**

3.1 Contractor shall provide at least the following types of EAP Services as they are more specifically described in this contract and Attachment A:

3.1.1 Helpline assistance,

3.1.2 Short-term Counseling Sessions,

3.1.3 Substance abuse services,

3.1.4 Mandatory referral,

3.1.5 Critical incident support,

3.1.6 Information and education services, and

3.1.7 Administrative and reporting services.

4.0 "HELPLINE" ASSISTANCE:

4.1 Contractor must maintain a 24 hours per day /7 days per week /365 days of the year toll-free telephone assistance helpline for Covered Persons as a means of discussing confidential or sensitive workplace or personal issues.

4.2 Contractor shall provide access to a Spanish speaking bilingual counselor on the helpline at all times. The use of a translation line is also acceptable.

4.3 Contractor shall provide appropriate telephone services for the hearing impaired.

4.4 Qualified, licensed counselors shall be available at all times via the Helpline. The Helpline is answered "live" by Work/Life Consultants during normal business hours with counselors available to provide clinical assessments and in-the-moment support services.

4.5 In cases determined by the counselor to be an emergency, Contractor shall ensure that the helpline counselor arranges a face-to-face appointment for the Participant within two (2) hours if clinically appropriate. In these situations the case manager will follow the escalation procedure as warranted. This may include involvement of emergency services, ER or hospitalization to preserve the employee's safety. Subsequent appointments are available within 24 hours following the employee being stabilized.

Draft

4.6 If a Participant contacts the helpline to make an appointment, Contractor shall give the Participant the name of a local network counselor and allow the Participant to make the appointment with the counselor unless the Participant requests assistance from the helpline counselor in making the appointment.

4.7 Contractor shall not use any answering or paging services for the helpline.

5.0 COUNSELING SERVICES:

5.1 Contractor shall provide Counseling Sessions in places and manner that provide confidentiality regarding the use of the EAP Services, physical safety and security, and easy accessibility for Participants needing accommodation under the Americans with Disabilities Act. Contractor shall provide Counseling Sessions for Participants at a local office. Contractor shall not provide Counseling Sessions in the home of a Participant.

5.2 Contractor shall only use qualified, licensed counselors to conduct Counseling Sessions. If a Participant requests a specific counselor, Contractor shall honor the request, if possible.

5.3 Contractor shall provide comprehensive short-term Counseling Sessions for a broad range of personal problems, including but not limited to:

5.3.1 Stress

5.3.2 Psychological or emotional problems

5.3.3 Crisis intervention

5.3.4 Marital and/or family problems

5.3.5 Child and/or adolescent problems

5.3.6 Substance abuse

5.3.7 Management of anger/conflict/violence

5.3.8 Other as determined by County or counselor

5.4 Contractor shall refer the Participant to another appropriate resource for assistance if Contractor determines additional assistance is required after Contractor has conducted the number of Counseling Sessions authorized by the Contract. To the extent practicable, Contractor shall ensure that the counselor coordinates with a Participant's healthcare provider or other applicable insurance provider when making a referral.

6.0 **SUBSTANCE ABUSE SERVICES:**

6.1 Contractor shall provide substance abuse services that comply with drug testing regulations of the Department of Transportation (DOT) (49 CFR part 40) for Covered Persons who as a result of their position are required to submit to regular drug and alcohol testing under the Travis County Drug and Alcohol Policy. These substance abuse services must qualify as services provided by a Substance Abuse Professional (SAP) under the federal regulations in 49 CFR Part 40.

Draft

6.2 For Mandatory Referrals as a result of a positive drug/alcohol test, Contractor shall provide the services of a SAP.

7.0 **MANDATORY REFERRAL:**

7.1 Contractor shall provide Counseling Sessions for Covered Persons who are the subject of a Mandatory Referral.

7.2 Contractor shall evaluate all Covered Persons who are subject to Mandatory Referrals on a timely basis based on the presenting issue(s).

8.0 **CRITICAL INCIDENTS:** Contractor shall respond to all critical incident requests as described and proposed by Contractor.

9.0 **INFORMATION AND EDUCATION SERVICES:**

9.1 Contractor shall provide high quality communication about the benefits available from Contractor by conducting meetings and by providing materials in a simplified, easy-to-understand manner in English, Spanish and other languages as needed.

9.2 County has the right to approve all information provided to Covered Persons such as informational materials, educational materials, training and orientation outlines, and any other printed materials prior to their distribution or presentation.

9.3 Contractor shall offer face to face training programs and consultation related to at least the following topics:

9.3.1 common personal and workplace issues,

9.3.2 intervention during crisis situations, and

9.3.3 recognition and documentation of symptoms as indicators of the possible use of drugs and/or alcohol

10.0 ADMINISTRATIVE AND REPORTING SERVICES:

10.1 Contractor shall prepare and provide the Project Manager with quarterly and annual reports, in electronic format, that include at least the following information related to EAP utilization by service area, outcomes of EAP Services where applicable and estimated costs:

10.1.1 Number of counseling contacts per Participant by type and duration

10.1.1.1 Average number of Counseling Sessions per Participant

10.1.1.2 Number of Counseling Sessions per Participant (ex: 1 session, 2 sessions, etc.)

Draft

10.1.2 Participant satisfaction survey results

10.1.3 Statistical information related to utilization by type of service in the form of:

10.1.3.1 Gender of Participant

10.1.3.2 Race of Participant

10.1.3.3 Age of Participant

10.1.3.4 Categories that identify primary and secondary problems

10.1.3.5 Type of Participant such as employee, spouse, child, member of household, parent, retiree, other, or not disclosed.

10.1.3.6 Case Status such as new, ongoing, active, closed, disposition, or if closed.

10.1.3.7 If referred to Contractor, who referred Participant.

10.1.3.8 If self-referred to Contractor, how Participant learned about the program.

10.1.4 Number of training hours provided by type and location

PART III - SPECIAL PROVISIONS

1.0 **TERM OF CONTRACT:** The Contract shall be for a one (1) year period commencing December 1, 2014 12:00 A.M. Central Standard Time.

2.0 **OPTION TO EXTEND:** County may **unilaterally** extend this Contract for (i) five (5) additional one (1) year periods and (ii) three (3) additional one (1) month periods (individually, an "Option to Extend" and collectively, the "Options to Extend"). When County exercises its option to extend this Contract, County also has the option to select whether the number of Counseling Sessions included in the Per Employee Per Month fee for that option year will be five (5), seven (7) or ten (10) during that option year. In addition, County has the option to select whether the number of hours of training included in the Per Employee Per Month fees for that option year will be fifty (50) hours or seventy-five (75) hours. The modification exercising the option to extend must include the number of Counseling Sessions and hours of training on which the fees for that year will be determined. If a number of sessions or a number of hours of training is not stated in any modification exercising the option to extend this Contract, the missing number for that option year shall be the same as the number for that item during the preceding year. All other provisions of this Contract, except for term and price, shall remain unchanged and in full force. County may exercise an Option to Extend no sooner than ninety (90) days prior to expiration of the then current term. The total term of this Contract, including the Options to Extend, shall not exceed seventy-five (75) months. County may exercise all or a portion of the Option to Extend in any combination it deems necessary.

Draft

3.0 **ADMINISTRATION OF CONTRACT:** This Contract is administered by the benefits function for the County within the County Human Resources Management's Department. John Rabb is the Benefits Manager, telephone (512) 854-2742. Debbie L. Maynor is the County HRMD Director, telephone (512) 854-9165.

4.0 **FEES FOR EAP SERVICES, ATTACHMENT B**

If there are no fees listed in Attachment B for a particular Service, Contractor shall not charge County any fee for that service.

5.0 **CONTRACT ADMINISTRATOR:**

5.1 The Purchasing Agent is the chief procurement officer and acts as the overall contracts administrator.

5.2 The Project Manager has been designated as County's primary representative on the Contract and acts on behalf of the County, and has the authority to interpret in writing policies and make decisions about Contractor performance. The Project Manager may designate representatives to transmit instructions and receive information. The Project Manager oversees day to day work and reviews Contractor's performance of EAP Services under this Contract on behalf of the County. Whenever Contractor is required to obtain the approval of County or report to County, Contractor shall seek approval from and shall deliver the report to the Project Manager, or any other person that the parties may from time to time direct in writing. The Project Manager establishes requirements, approves and coordinates schedules, users, and equipment.

6.0 MINIMUM COVERAGE FOR INSURANCE:

6.1 Minimum Coverage:

Minimum insurance coverage may be written as combined single limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy. Contractor acknowledges and shall maintain the following standard minimum insurance coverage applicable to Contractor and any subcontractor performing work related to EAP Services all in compliance with Part IV, sections 5.4 and 5.5:

6.1.1 Workers' compensation and employers' liability insurance that meets the following requirements:

6.1.1.1 Coverage that is consistent with statutory benefits outlined in the Texas Workers' Compensation Act,

6.1.1.2 Employers' liability limits of:

$500,000 bodily injury each accident,
$500,000 bodily injury by disease, and
$500,000 policy limit.

6.1.1.3 Policies that are subject to the laws of the State of Texas and include the following endorsements in favor of Travis County:

Waiver of Subrogation (Form 420304), and
Thirty (30) day Notice of Cancellation (Form 420601).

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6.1.2 Commercial general liability insurance that meets the following requirements:

6.1.2.1 Minimum limits for coverage:

$500,000 per occurrence for coverage A for Bodily Injury and Property Damage,
$500,000 per occurrence for coverage B Personal Injury and Advertisement, and
$1,000,000 policy aggregate.

6.1.2.2 Policy that is subject to the laws of the State of Texas and contains the following coverage or is endorsed in favor of Travis County as follows:

Blanket contractual liability for this Contract,
Independent Contractor Coverage,
Waiver of Subrogation (Form CG 2404),
Thirty (30) day Notice of Cancellation (Form CG 0205), and
Travis County named as additional insured (Form CG 2010).

6.1.3 Business automobile liability insurance that meets the following requirements:

6.1.3.1 If any form of transportation for county personnel or clients is provided, minimum coverage for all owned, non-owned, and hired vehicles with a combined single limit of $300,000 per occurrence.

6.1.3.2 Policy that is subject to the laws of the State of Texas and include the following endorsements in favor of Travis County:

Waiver of Subrogation (Form TE 2046A),
Thirty (30) day Notice of Cancellation (Form TE 0202A), and
Travis County named as additional insured (Form TE 9901B).

6.1.3.3 Alternative Insurance Requirement. If no transportation services of any type are provided, and use of motor vehicles 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 in sections 7.1.3.1 and 7.1.3.2.

6.1.3.4 Any Policy under section 7.1.3.3 must be subject to the laws of the State of Texas and include the following endorsements in favor of Travis County:

Waiver of Subrogation (Form TE 2046A), and
Travis County named as additional insured (Form TE 9901B).

6.1.4 Professional liability / E & O insurance that meets the following requirements:

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6.1.4.1 Minimum limit for coverage for malpractice, negligent acts, errors, or omissions and sexual harassment:

6.1.4.1.1 $1,000,000 per claim, and

6.1.4.1.2 $3,000,000 aggregate.

6.1.4.2 Policy that is subject to the laws of the State of Texas and include the following endorsements in favor of Travis County:

6.1.4.2.1 Waiver of Subrogation (if including in Commercial General insurance, Form CG 2404 or its equivalent, and

6.1.4.2.2 Thirty (30) day Notice of Cancellation (if including in Commercial General Insurance, Form CG 2404 or its equivalent.

6.1.4.3 If coverage is written on a claims made basis, the retroactive date must be prior to the earlier of the date this Contract is signed or effective and include a three (3) year extended reporting period from the date this Contract ends. The Certificate of Insurance must state whether the coverage is claims made and contain both the retroactive date of coverage and the extended reporting date.

6.1.4.4 Any subcontractor who is 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.

6.2 Contractor must mail the Certificate of Insurance, and updates, submitted in compliance with Part IV section 5.5.6 to the following address:

Cyd Grimes
Travis County Purchasing Agent
RFP # 1407-009-CW
P.O. Box 1748
Austin, Texas 78767

PART IV - GENERAL PROVISIONS

1.0 GENERAL DEFINITIONS:

1.1 "Auditor" means the Travis County Auditor or her designee.

1.2 "Commissioners Court" means Travis County Commissioners Court.

1.4 "County" means Travis County, Texas, a political subdivision of the State of Texas.

1.5 "Day" means calendar day.

1.6 "Project Manager" means:

Travis County Human Resources Management Department
Attn: John Rabb
700 Lavaca Street, Suite 420
Austin, Texas 78701

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1.6 "Purchasing Agent" means the Travis County Purchasing Agent.

1.8 "Working Day" means Monday through Friday except for days that County has designed as holidays.

2.0 CONTRACTOR RESPONSIBILITIES:

2.1 Timeliness of EAP Services: Contractor shall perform the EAP Services in a timely manner.

2.2 Cooperation and Coordination: Contractor shall cooperate and coordinate with County staff and other entities as reasonable and necessary and as required by the Project Manager.

2.3 Personnel Used: Contractor expressly acknowledges that, in entering into this Contract, County has relied on the representations of Contractor about the persons who will be performing the EAP Services and their qualifications. Contractor shall ensure that all work done is done by the employees or members of Contractor or members of Contractor's network that are presented as performing the EAP Services in Contractor's proposal. Contractor shall not use any other person to provide EAP Services unless, before providing EAP Services, the Purchasing Agent approves the person at the request of Project Manager.

2.4 Professional Qualifications: At all times during Contract, Contractor shall maintain in good standing its professional license and accreditations applicable to EAP Services. Contractor shall

perform all acts reasonably necessary to maintain and improve its professional competence and training. Contractor shall Notify County within two (2) Work Days if any adverse action related to its professional license and accreditations or those of any employee or member of Contractor or member of Contractor's network occurs.

2.5 Right to Contractual Material: All work products created or produced by Contractor as a result of EAP Services, including programming, reports, charts, schedules, or other appended documentation to any responses, inquiries, correspondence, and related material are the property of the County at the time of creation. Any intellectual property rights granted to the County survive the termination of this Contract and endure for the useful life of the contractual material and other intellectual property rights provided.

2.6 Rights to Contractor's Work Products: Upon full payment, Contractor assigns to County any and all rights, title and interest, including, without limitation, copyrights, trade secrets and proprietary rights to the work products developed or prepared specifically for County under this Contract. The work products exclude all third party works and products whether or not included or embedded in Contractor's work products. Contractor shall give County reasonable assistance, at County's expense, to perfect this assignment of these rights, title and interest. However, if the work products include intellectual property owned or developed by Contractor before and independent from, its obligations under this Contract, Contractor retains all rights to that previous and independent product. In addition, Contractor retains the right to use its knowledge, experience, and know-how, including processes, ideas, concepts and techniques developed in the course of performing the EAP Services.

Draft

2.7 Standard of Care: Despite anything to the contrary in this Contract, Contractor shall perform all EAP Services using at least the standard of care that a reasonably prudent person in that profession in Travis County, Texas would use in similar circumstances. This Contract shall not be construed to relieve Contractor of this duty.

2.8 Ethical Standards: Contractor shall perform the EAP Services and exercise all discretionary powers in a manner consistent with applicable standards of professional conduct and ethics and Contractor's best professional judgment.

2.9 Civil Rights/ADA Compliance: In relation to performing the EAP Services, Contractor shall not discriminate against any applicant, employee, Covered Person or other person or in the selection and retention of counselors, subcontractors, including procurements of materials, on the basis of race, color, religion, sex, age, national origin or disability and provide all accommodations for disability required by the Americans with Disabilities Act. Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices. Contractor shall provide all services and goods required under this Contract in a manner that would comply with the federal laws prohibiting discrimination if Contractor were required to comply with these laws. In addition, Contractor shall comply with the requirements relative to nondiscrimination in Federally-Assisted programs including Title VI of the 1964 Civil Rights Act (42 USC Section 2000d, et. seq.), the Rehabilitation Act of 1973, 29 U.S.C. § 794 (2006), and the Americans With Disabilities Act of 1990, as amended, and 49 CFR Part 21, both as explained in Federal Transit Administration (FTA) Circular 4702.1A, as they may be amended ("the Regulations") which are incorporated by reference and made a part of this Contract. If Contractor does not comply with the nondiscrimination provisions of this section, County shall impose the sanctions that County determines to be appropriate, including withholding payments to Contractor under this Contract until Contractor complies, or cancelling,

terminating or suspending the Contract, in whole or in part.

2.10 Records:

2.10.1 Maintenance and Retention: Contractor shall create and maintain all necessary and appropriate information and documentation (including accounting records) related to the EAP Services for at least three (3) years after providing the EAP Services, or until any litigation concerning any Services has been satisfactorily resolved, whichever occurs later.

2.10.2 Access: At reasonable times and on reasonable notice, Contractor shall make available to County or its duly authorized representatives any information and documentation in Contractor's possession or control, which directly pertains to EAP Services for audits, examinations, excerpts, and transcriptions for as long as Contractor has access to the information and documentation.

2.10.3 Duplication of information and documentation: Contractor shall provide copies of information and documentation to County upon written request to Contractor at a cost based on the rates applicable to copies provided pursuant to the Texas Public Information Act.

2.11 Return of County Equipment and Access Keys: At the end of this Contract, Contractor shall return property of any kind, including all keys, access cards and other means of access to county owned and leased buildings and other property that have been provided to it or its staff. Contractor shall not permit its employees to take or retain any County property or any property of County employees.

Draft

2.12 Legal Compliance: Contractor shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the performance of all EAP Services.

2.13 Conflict of Interest Questionnaire. If required, Contractor shall complete, file and update a Conflict of Interest Questionnaire in compliance with Chapter 176 of the Texas Local Government Code. Contractor acknowledges that the law requires the County to provide access to this questionnaire on the official Travis County website.

2.14 Certification Regarding Debarment. Contractor shall complete and update a Certification Regarding Debarment on the form in Attachment C whenever there is a change in status.

2.15 HIPAA Business Associate Agreement. Contractor shall execute and deliver to County the Business Associate Agreement in the form in Attachment E simultaneously with the execution of this Contract.

3.0 CONTRACTOR CERTIFICATIONS, WARRANTIES AND ACKNOWLEDGMENTS:

3.1 Limit of Authority of County Representatives: Contractor acknowledges that no officer, agent, employee, or representative of County has any authority to change this Contract, to approve assignment of any part of it, or to waive any provision of it unless expressly granted that specific authority by Commissioners Court.

3.2 Truth of Proposal: Contractor warrants that all of the information provided in its proposal is true

and correct and that Contractor will use its best efforts to provide quality service to County.

3.3 Compliance with Licensure Requirements: Contractor warrants that Contractor is current in payment and in good standing under all licensure requirements applicable to its business and the EAP Services to be provided under this Contract pursuant to all federal and state statutes, rules and regulations.

3.4 Copyrights, Patents, and Licenses: Contractor represents that all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights which may exist on materials used in this Contract have been adhered to, and warrants that the County is not liable for any infringement of those rights.

3.5 Payment of Property Taxes: Contractor warrants that Contractor is not currently delinquent in payment of property taxes to the Travis County Tax Assessor–Collector.

3.6 Independent Contractor: Contractor acknowledges that Contractor is an independent contractor, operating solely in that capacity, and assumes all of the rights, obligations and liabilities applicable to it as an independent contractor. Contractor acknowledges that neither it nor its employees are an employee of County, and Contractor and its employees do not gain any rights against County pursuant to the County personnel policies and procedures.

3.7 No Agency Relationship: Contractor acknowledges that it does not have the authority to enter into any contract in the name of County or otherwise bind County in any way without the express written consent of County. County does not have the authority to enter into any contract in the name of Contractor or otherwise bind Contractor in any way without the express written consent of Contractor.

Draft

3.8 Understanding of Requirements: Contractor represents that it has thoroughly examined the technical requirements, performance parameters, instructions and all other Contract documents. Contractor has made all investigations necessary to be thoroughly informed regarding technical requirements, performance parameters for delivery of material, equipment and/or services as required by this Contract.

3.9 Financial Status: Contractor certifies that it is a duly qualified, capable, and otherwise bondable business entity, that it is not in receivership or contemplates same, and has not filed for bankruptcy. It further certifies that the company, corporation or partnership is not currently delinquent with respect to payment of property taxes within County.

3.10 Commissions: Contractor warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee income, supplemental income, excepting bona fide employees or bona fide established commercial selling agencies maintained by Contractor to secure business. If Contractor violates this warranty, Contractor is subject to termination of this Contract without recourse or compensating County for the full amount of such commission, percentage, brokerage, or contingent fee at County's discretion.

3.11 Gratuities: Contractor warrants that Contractor and anyone acting on behalf of Contractor has not offered or given any gratuities of any kind including entertainment, or gifts to any County official or employee with a view toward securing favorable treatment with respect of this Contract.

3.12 Lobbying with Federal Funds: Contractor warrants that Contractor has not paid and will not pay, and no one else has paid or will pay on behalf of Contractor, any federally appropriated funds to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement**.**

4.0 COMPENSATION AND PAYMENT:

4.1 Taxpayer Identification Number: Contractor shall provide County with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations before any Contract funds are payable.

4.2 Fees and Invoicing: In consideration of the satisfactory performance of the EAP Services by Contractor and Contractor's compliance with this Contract, County shall pay Contractor in accordance with the Fee Rates and Payment Schedule in Attachment B based on invoices prepared by County for PEPM Fess and by Contractor for services not included in the PEPM Fees and payable based on hourly fees or unit of service fees in compliance with Attachment B. County is not liable for any advance payments.

Draft

4.3 Acceptance of EAP Services: County is not responsible for the cost of any EAP Services until County has accepted the EAP Services. County shall accept EAP Services when County determines, in its sole discretion, that the EAP Services have been performed and completed in a good and timely manner to County's satisfaction and at a standard acceptable in Contractor's profession. County shall not unreasonably withhold acceptance.

4.4 Delayed Payment to Contractor Due to Outstanding Debt:

4.4.1 In section 4.4, "Debt" includes delinquent taxes, fines, fees owing to the state or the County, and indebtedness arising from written agreements with Texas or County for which a notice with evidence has been filed with the County Auditor or Travis County Treasurer.

4.4.2 Section 154.045 of the Texas Local Government Code authorizes County not to draw a check on any County fund in favor of Contractor, or its agent or assignee until the Debt is paid after the Travis County Treasurer notifies Contractor in writing that the Debt is outstanding.

4.4.3 If the Treasurer's notice states that any amount owed by the County to Contractor may be applied to reduce the outstanding Debt, County may apply any amount County owes Contractor to the outstanding balance of the Debt.

4.5 Timely Payment: County pays Contractor within thirty (30) Days after County accepts the EAP Services and County receives a complete and accurate invoice, whichever is later. County pays interest on overdue payments in compliance with Chapter 2251 of the Texas Government Code.

4.6 Unauthorized Invoicing: County is not liable for any of the following:

4.6.1 costs incurred or performances rendered by Contractor before or after the Contract term,

4.6.2 expenses not billed to County within the applicable time limits in this Contract, or

4.6.3 any costs for activities not included as EAP Services.

4.7 Return of Overpayment: Contractor is liable to County if and when County determines that a payment has resulted in overpayment. Contractor shall repay the overpayment to County within thirty (30) Days after County requests a repayment. If Contractor does not repay the overpayment within thirty (30) Days, County may offset the amount of any overpayment against the next amount payable to Contractor under this or any other contract.

5.0 RISK ALLOCATION:

5.1 Definition of Claim: In section 5.0, "Third Party Claim" means any negligence, cause of action, suit, proceeding before any administrative agency, loss, damages, or liability of any kind, including all expenses of litigation, court costs and attorney's fees.

5.2 Indemnification:

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5.2.1 Contractor shall indemnify and hold harmless the County, its officers, agents, and employees, from all Third Party Claims for injury to or death of any person, for any act or omission by Contractor, or for damage to any property, arising out of or in connection with the EAP Services.

5.2.2 Contractor shall indemnify and hold harmless the County, its officers, agents, and employees from all Third Party Claims for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses, copyrights or other intellectual property rights applicable to materials used in and work products arising from this Contract.

5.3 Claims Notification: If Contractor receives notice or becomes aware of any Third Party Claim against Contractor or County, without regard to who brought it, Contractor shall give County Notice within three (3) Working Days after Contractor becomes aware of the Claim or threat of Claim. Unless otherwise directed, Contractor shall furnish County copies of all pertinent papers received by Contractor regarding the Claim. Contractor's Notice shall include:

5.3.1 a written description of the Third Party Claim;

5.3.2 the name and address of whoever made or threatened to make the Third Party Claim;

5.3.3 the basis of the Third Party Claim;

5.3.4 the court or administrative tribunal, if any, where the Third Party Claim was instituted; and

5.3.5 the name of any other persons against whom this Third Party Claim is being made or threatened.

5.4 Requirement for Insurance: Contractor shall have and maintain at least the minimum types of insurance listed in Part III section 7 throughout the term of this Contract. Contractor's insurance must be sufficient to cover the needs of Contractor pursuant to applicable generally accepted business standards related to the risks associated with providing the EAP Services, but not less than the minimum coverage limits listed in Part III section 7. Depending on EAP Services provided by Contractor, supplemental insurance requirements or alternate insurance options may apply in addition to those listed in Part III. If County authorizes Contractor to subcontract EAP Services under this Contract, Contractor shall either maintain insurance that covers all subcontractors and complies with this subsection and 5.5 and Part III section 7 throughout the term of the Contract or ensure that all subcontractors have and maintain insurance for the work related to the EAP Services that is performed by them and that their insurance complies with sections 5.4 and 5.5 and Part III section 7 while performing work related to the EAP Services.

5.5 General Insurance Requirements: Contractor shall comply with the following requirements related to insurance:

5.5.1 Contractor shall obtain insurance written by companies licensed in Texas that have an A.M. Best rating of B+ VIII or higher. If Contractor wants to use surplus carriers, these carriers are subject to County approval.

Draft

5.5.2 Insurance that names Travis County as an additional insured is primary for all claims under it.

5.5.3 Insurance coverage specified in this Contract is not intended and will not be interpreted to limit the responsibility or liability of Contractor.

5.5.4 Before Contractor begins EAP Services, Contractor shall have at least the required insurance in force. Contractor shall not allow any insurance to be cancelled or lapse and shall not permit the minimum limits of coverage to erode or otherwise be reduced during this Contract. Contractor is responsible for all premiums, deductibles, and self-insured retention.

5.5.5 Contractor shall submit a Certificate of Insurance written on the state-approved form and signed by the writing agent or the carrier to the Purchasing Agent within ten (10) Working Days after the earlier of execution of the Contract by both parties, or the effective date of the Contract. The Certificates of Insurance must include the Travis County contract number, all deductibles and self-insured retention, and the following endorsements, if applicable:

5.5.5.1 an endorsement that names Travis County as additional insured where County's interest may lie,

5.5.5.2 an endorsement which makes the insurance primary for all claims,

5.5.5.3 a Waiver of Subrogation endorsement

5.5.5.4 a Thirty (30) Day Notice of Cancellation endorsement

5.5.6 Contractor shall provide replacement Certificates of Insurance to the Purchasing Agent within ten (10) days of the each renewal of insurance during the term of this Contract in compliance with Part III, section 7.2.

5.5.7 On its request, County is entitled to receive certified copies of policies and endorsements at no additional expense to County.

5.5.8 Contractor acknowledges that County has the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the EAP Services have changed or expanded.

6.0 CHANGES TO CONTRACTOR'S RIGHTS AND OBLIGATIONS:

6.1 Assignment: The parties may not assign any rights or duties in this Contract without the prior written approval of the other party. Contractor may submit a written request for an assignment to the Purchasing Agent with a copy to Project Manager. The Purchasing Agent shall submit requests to the Commissioners Court for appropriate action. If Contractor fails to obtain approval, County may delay payment or exercise other legal or equitable rights. If Contractor assigns this Contract in compliance with this section, all aspects of this Contract are binding upon and inure to the benefit of its successors in interest and assigns. If County assigns this Contract in compliance with this section, all aspects of this Contract are binding upon and inure to the benefit of its successors in interest and assigns.

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6.2 Subcontracting: Except as otherwise specifically provided in this Contract, Contractor may not subcontract with any other person to perform any of the EAP Services or other obligations under this Contract. If County authorizes subcontracting, Contractor shall include the provisions of sections 2.9 Civil Rights\ADA Compliance and 2.10 Records in every subcontract under this Contract, including procurements of materials, unless exempt by the Regulations, or directives issued pursuant to them.

6.3 General: Unless specifically provided otherwise in this Contract, any change to this Contract must be in writing and signed by each party.

6.4 Requests for Changes: Contractor shall submit requests for changes to this Contract to the Purchasing Agent with a copy to the Project Manager.

6.5 Purchasing Agent Authority: The Purchasing Agent has certain limited authority to approve changes subject to Chapter 262 of the Texas Local Government Code and County policy approved by the Commissioners Court. Within that authority, the Purchasing Agent may approve certain requests to change this Contract. At any time, the Purchasing Agent may submit any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to approve the change.

6.6 Change of Name: If Contractor's actions require County to recognize a change of Contractor's name, Contractor must notify the Purchasing Agent immediately. County does not recognize any change in its Contractor's obligations until Purchasing Agent approves the change.

7.0 DISPUTE RESOLUTION:

7.1 Procedure.

7.1.1 In this section 7.1, "Correspondence" means any notice, document, letter, email, or other tangible transfer of information related to an issue and "Dispute Manager" means the Purchasing Agent or other representative authorized by Commissioners Court.

7.1.2 Notice of Dispute:

If Contractor and the Project Manager have been unable to resolve any issue related to this Contract, Contractor may submit a Notice of the dispute to the Dispute Manager. The Notice should contain specific details about the issues and Contractor's preferred resolution of the dispute, including mediation, if desired. Contractor may include any other relevant information.

7.1.3 Flow of Information:

After the Dispute Manager receives Contractor's Notice, the Dispute Manager represents the County in the administration of the dispute. After this Notice, any additional Correspondence is not effective unless it is directed to or sent by the Dispute Manager. If Contractor disagrees with any Correspondence issued by the Dispute Manager, Contractor shall submit a written response detailing its reasons for disagreement with the Correspondence to the Dispute Resolver and the Project Manager within ten (10) Days after receipt of the Correspondence.

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7.1.4 Proposed Resolution:

Within thirty (30) Days after the Dispute Manager receives Contractor's response, the Dispute Manager must send a final written proposal for resolution of the dispute to Contractor.

7.1.5 Appeal:

If the final written proposal does not resolve the dispute to Contractor's satisfaction, Contractor may submit a written appeal to the Commissioners Court through the Dispute Manager within ten (10) Days after receipt of the unsatisfactory proposal. The Dispute Manager forwards a copy of the appeal to the Project Manager for it to be placed on the Commissioners Court agenda. The Commissioners Court hears the appeal. Contractor may make a presentation at that hearing.

7.2 Mediation: When mediation is acceptable to both parties, the parties may use a mutually acceptable mediator, or a mediator appointed by a court of competent jurisdiction. Mediation is conducted in compliance with Chapter 154 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the mediated resolution, the mediation is not a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential in compliance with section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree in writing to waive confidentiality.

7.3 Suspension: After Notice to Contractor, County may suspend this Contract in whole or in part and withhold further payments to Contractor until County and Contractor resolve the issues

causing the suspension. Contractor shall not incur additional obligations of Contract funds after receipt of a Notice of suspension until Contractor receives a Notice from County that the issues supporting suspension are resolved to County's satisfaction.

7.4 Non-Waiver of Default: County expressly reserves all its rights under this Contract. Any action that County takes to exercise any right or remedy shall not be interpreted as a waiver of any other rights or remedies or preclude the exercise of any other right or remedy under this Contract or under any law. A payment, act, or omission by County shall not impair or prejudice any of its rights or remedies.

8.0 TERMINATION:

8.1 Termination for Convenience: County may terminate this Contract at any time by giving Contractor notice of termination at least sixty (60) Days before the effective date of the termination. If County terminates this Contract, County is not liable for any loss of profits anticipated by Contractor. Contractor may terminate this Contract on the anniversary of the Contract with a by giving the County notice of termination at least one hundred and eighty (180) Days before the effective date of the termination.

8.2 Termination for Default: Either party may terminate this Contract for the failure of the other party to perform any material provision of this Contract by delivering Notice of termination for default. A party may not terminate for default if the party was a contributing cause of the failure to perform. The Contract terminates immediately when the defaulting party receives that Notice. If County terminates this Contract, County is not liable for any loss of profits anticipated by Contractor.

Draft

8.3 Funding Out: Despite anything to the contrary in this Contract, if the Commissioners Court fails to provide funding for this Contract during the budget planning and adoption process for the next County fiscal year, County may terminate this Contract after giving Contractor twenty (20) Days' Notice that this Contract is terminated due to the failure to fund it.

9.0 FORFEITURE OF CONTRACT BENEFITS:

9.1 In this section 9.3, 9.4, and the Ethics Affidavit, "Is doing business" and "has done business" mean:

9.1.1 paying or receiving in any calendar year any money or valuable thing with a value of more than $250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or

9.1.2 loaning or receiving a loan of money or goods, or otherwise creating or having in existence any legal obligation or debt with a value of more than $250 in the aggregate in a calendar year;

9.1.3 but do not include:

9.1.3.1 any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,

9.1.3.2 any financial services product sold to a Key Contracting Person for personal, family, or household purposes in accordance with pricing guidelines applicable to

similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and

9.1.3.3 if Contractor is a national or multinational corporation, any transaction for a financial service or insurance coverage made on behalf of Contractor by its agent, employee, or other representative who does not know and is not in a position that he or she should have known about the Contract.

9.2 In section 9.3, 9.4, and the Ethics Affidavit, "Key Contracting Person" means any person or business listed in Exhibit 1 to the Ethics Affidavit attached to this Contract as Contract Attachment D.

9.3 Contractor shall forfeit all benefits of this Contract and County shall retain all performance by Contractor and recover all considerations, or the value of all consideration, paid to Contractor pursuant to this Contract if Contractor

9.3.1 was doing business with a Key Contracting Person when this Contract was executed,

9.3.2 had done business with a Key Contracting Person during the year immediately before execution of this Contract,

9.3.3 or does business with any Key Contracting Person at any time after execution of this Contract and before full performance of it.

Draft

9.4 Contractor shall give County notice if Contractor does business with any Key Contracting Person at any time after execution of this Contract and before full performance of it within twenty (20) Days Contractor begins doing business.

10.0 **NOTICE:**

10.1 Written Notice: All notices between the parties and related to this Contract shall be given to the other party in writing. If a notice is delivered in person to the address in this section10.0 for the party to whom the notice is given, that notice is deemed to have been given immediately. If a notice is placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the address in this section 10.0 for the party to whom the notice is given, that notice is deemed to have been given on the third Working Day following mailing.

10.2 County Address: The address of County for all purposes and notices under this Contract is:

Purchasing Agent:
Cyd Grimes, C.P.M. (or her successor)
Travis County Purchasing Agent
P.O. Box 1748
Austin, Texas 78767

With copies to (registered or certified mail, not required):

Project Manager:
Human Resources Management Department

John Rabb, Benefits Manager
P.O. Box 1748
Austin, Texas 78767

10.3 Contractor Address: The address of Contractor for all purposes and notices under this Contract is the address stated on the award of contract.

10.4 Change of Address: Each party may change its address for notice by giving Notice of the new address. County and Contractor shall give Notice to each other of any change in its address, including a change in the person to whom attention is directed, within fifteen (15) Days of the change.

11.0 GENERAL PROVISIONS:

11.1 Time is of the Essence: Timing of performance of the EAP Services and of delivery of all deliverables is of the essence. If delivery or completion dates cannot be met, Contractor must inform the Project Manager immediately. Providing this information does not change the delivery or completion dates unless this Contract is amended.

11.2 Retained Right of Management: Nothing in this Contract is intended to or may operate as a bar to County's continuing right to oversee the performance delegated in this Contract in order to protect its interests in these matters. This paragraph shall not reduce the compensation received by Contractor under this Contract.

Draft

11.3 Non-Exclusivity: As a part of this Contract, the parties understand that Contractor may provide services outside this Contract as it sees fit at those times when Contractor is not obligated to County and there is no conflict with County interests. The parties also understand that County is free to have more than one contractor providing the type of services included in this Contract.

11.4 Execution of Other Documents: All parties shall promptly and duly execute and deliver to the other further documents and assurances and take actions that a party may reasonably request to more fully carry out the intent and purpose of this Contract.

11.5 Force Majeure: "Force Majeure" means any cause generally recognized under Texas law as constituting impossible conditions. Neither party is financially liable to the other party for delays or failures in Contract performance caused by Force Majeure. These delays or failures to perform extend the period of performance for a period of time equal to the subsistence of the impossible conditions. If Force Majeure conditions exist, the party affected by them shall give the other party Notice within five (5) Working Days after the conditions begin. If timely Notice is impractical due to the Force Majeure conditions, then the party must provide Notice in as timely a manner as practicable. If Notice is not provided timely, the party experiencing Force Majeure waives it as a defense.

11.6 Entire Agreement: This Contract which is composed of Parts II, III, and IV and the Attachments listed in this subsection contains the entire agreement between County and Contractor related to the subject matter of this Contract. If County and Contractor made any prior agreements, promises, negotiations, or representations that County and Contractor have not expressly stated in this Contract, those prior agreements, promises, negotiations, or representations are of null and void. The attachments listed in this subsection are hereby made a part of this Contract and constitute promised performances by Contractor throughout this Contract:

11.6.1 Attachment A Additional Descriptions of EAP Services, Reports (In the parts of the Proposal, references to 5, 7 or 10 sessions for counseling shall be interpreted as five (5) sessions during the first year of this Contract and as the number of sessions stated in the modification exercising the option to extend the contract in each subsequent year and references to 50 hours of training shall be interpreted as 75 hours of training during the first year of this Contract and as either 50 or 75 hours whichever is stated in the modification exercising the option to extend this Contract in each subsequent year.)

11.6.1.1 Exhibit 1 to Attachment A, Portions of Contractor's Proposal

11.6.1.2 Exhibit 2 to Attachment A, Description of Services Questionnaire

11.6.2 Attachment B Fee Rates and Invoicing Requirements

11.6.2.1 Exhibit 1 to Attachment B, Fee Schedule and Included Services

11.6.3 Attachment C Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts

11.6.4 Attachment D Ethics Affidavit

11.6.5 Attachment E Business Associate Agreement

Draft

11.7 Order of Priority of Contract Attachments and Parts: If there is a conflict between the parts or the attachments or both, the conflict is resolved as follows:

11.7.1 Attachment E overrides Attachments A, B, C, D, and all Parts

11.7.2 Attachment A overrides Attachments B, C, D, and all Parts.

11.7.3 Attachment B overrides Attachment C, D, and all Parts.

11.7.4 Part II overrides Parts III and IV.

11.7.5 Part III overrides Part IV.

11.8 Law and Venue: This Contract is governed by the laws of the State of Texas and all obligations under this Contract are performable in Travis County, Texas.

11.9 Binding Contract: Despite any other provision in this Contract, this Contract is binding upon County and Contractor and their respective successors, executors, administrators, and assigns.

11.10 Survival of Provisions: Conditions and covenants of this Contract which by their terms are performable after the termination of this Contract shall survive such termination and remain fully performable.

11.11 Interpretational Guidelines:

11.11.1Sovereign Immunity and Affirmative Defenses: This Contract shall not be interpreted to

include anything that is effective as a waiver of sovereign immunity or any affirmative defenses available to County.

11.11.2 Severability: If any portion of this Contract is ruled invalid by a court of competent jurisdiction, the remainder of the Contract shall remain valid and binding.

11.11.3 Computation of Time: In computing a time period under this Contract, exclude the first Day and include the last Day. If the last Day does not occur on a Working Day, the period is extended until the next Working Day after the last Day. Commissioners Court usually designates the following as holidays:

New Year's Day (January 1st or Monday after if it falls on a weekend)
Martin Luther King, Jr. Day (3rd Monday in January)
President's Day (3rd Monday in February)
Memorial Day (4th Monday in May)
Independence Day (July 4th or Monday after if it falls on a weekend)
Labor Day (1st Monday in September)
Veteran's Day (November 11th or Monday after, if it falls on a weekend)
Thanksgiving Day (4th Thursday AND Friday in November)
Christmas Season (December 25th AND either day before or day after whichever allows a four day weekend, if possible)

Draft

11.11.4 Number and Gender: Unless the context clearly requires otherwise, words of any gender are construed to include the other two genders and words in singular and plural are construed to include the other.

11.11.5 Headings: The headings and titles throughout this Contract are included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Contract.

11.12 Exemption from County Purchasing Act: Pursuant to Section 262.024 of the Texas Local Government Code, the Commissioners Court hereby orders this Contract exempt from the requirements established by Section 262.023 of the Texas Local Government Code because it is a contract for the purchase of personal or professional services.

11.13 Duplicate Originals: This Contract will be executed in duplicate originals and be effective when executed by both parties.

DEER OAKS EAP SERVICES LLC

By: _____

Printed Name:_____
Its Duly Authorized Agent

Date: _____

TRAVIS COUNTY:

By: _____
Samuel T. Biscoe, Travis County Judge

Date: _____

Approved As To Form:

_____
Barbara Wilson, Travis County Attorney

Date: _____

Draft

Availability Of Funds Confirmed:

_____
Nicki Riley, CPA, Travis County Auditor

Date: _____

Compliance With Law And Policy Confirmed And Approved:

_____
Cyd V. Grimes, CPM, CPPO, Travis County Purchasing Agent

Date: _____

ATTACHMENT A

DESCRIPTION OF SERVICES SCHEDULE FOR REPORTING

1.0 This Attachment includes Exhibit 1. Portions of Contractor's Proposal and Exhibit 2. Description of Services as previously stated in Questionnaire and column three of BAFO Attachment A.

2.0 Contractor shall perform the EAP Services as described in this Contract and these Exhibits upon request by any Covered Person. Contractor shall perform the training services upon request by the Project Manager. Contractor shall provide County with its Utilization Report within 30 days after the end of each quarter, which is no later than March 30, June 30, September 30 and December 30 of each year.

3.0 Upon reasonable prior request of the Project Director, Contractor shall prepare written reports for regularly scheduled meetings of the Benefits Committee on the status, progress, and general nature of the work performed to date pursuant to this Contract.

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Tab 3- Detailed Proposal

THE DETAILED PROPOSAL MUST ADDRESS THE ABILITY TO PROVIDE THE SERVICES FOR EACH REQUIREMENT AS SET FORTH IN PARTS II THROUGH IV OF THIS RFP. SEE ESPECIALLY PART I, SECTION C, EVALUATION AND AWARD CRITERIA FOR INFORMATION REQUIRED.

2.3.1 THE FOLLOWING MUST BE IDENTIFIED IN YOUR PROPOSAL:

2.3.1.1 THE DETAILED PROPOSAL MUST ADDRESS THE ABILITY TO PROVIDE SERVICES FOR EACH REQUIREMENT OF THE SOLICITATION RELATED TO EMPLOYEE ASSISTANCE PROGRAM AS SET FORTH IN PARTS II OF THIS SOLICITATION IF THESE SERVICES ARE BEING PROPOSED.

As an integrated provider of EAP and Work/Life solutions, Deer Oaks is positioned to deliver the most seamless services to County employees, retirees, and family members. We have the knowledge and capability to provide employees with the most holistic support to achieve efficient and thorough resolution of their issue.

Unlike many of our competitors that utilize separate call centers and/or organizations for the provision of EAP, Work/Life and Wellness services, as well as after-hours Helpline coverage, the Deer Oaks program is delivered 24/7 by EAP and Work/Life staff members who are working under one roof, using one case management system, and following the same quality standards. While different departments maintain their core competencies, there is harmony among the service delivery philosophy, supervision structure, training methods, and operating procedures. This genuine integration allows for greater consistency in the management and delivery of services to our clients.

Due to this integration, when calling the Helpline, employees are connected with all of the relevant services at once. When the two programs are delivered separately, the EAP counselor might not be as well-versed in what is offered by the Work/Life program (or vice versa), and would be less able to confidently offer the employee all of the relevant services to address his/her needs. Employees of a truly integrated EAP and Work/Life program are the best equipped to identify underlying issues and develop a plan for addressing all of the employee's needs.

For example, an employee may be overwhelmed by the loss of her parent, who had been the caregiver for her young children. With just one phone call, we can begin the process of arranging face-to-face counseling sessions, locating referrals for local support groups, and identifying suitable child care providers near the employee's worksite.

Further, our services are designed to support employees with a wide range of emotional health issues when short-term counseling has been deemed appropriate. These are issues for which we can assist in facilitating a positive outcome within a number of sessions offered over a short period of time. The therapy concentrates on helping individuals identify the skills, strengths, and resources that are already present and moves them towards a solution. This model has been proven effective in helping address employees' personal and professional issues, helping them to avoid being absent from work or helping them to return to work as quickly as possible. Examples include but are not limited to stress, bereavement, depression, anxiety, relationship issues, dependent care concerns, wellness, substance abuse/dependence, and addictions.

Program Overview

Deer Oaks is committed to working with the County to customize an EAP Program that meets the Scope of Work Requirements and suits the needs of the County and its employees. The Deer Oaks *Approach to the Scope of Services* is outlined on the following pages and includes:

- Access & Eligibility
- Referrals & DOT SAP Services
- Short-term Counseling & Work/Life Services
- 24-Hour Crisis/Emergency Services
- EAP Implementation Services
- Orientations & Seminars
- Program Visibility & Promotion
- Program Evaluation & Client Satisfaction

SERVICES DESCRIPTION

Employee/Dependent Access	
Confidentiality	The EAP is completely confidential and HIPAA compliant
Eligibility	All employees, dependents, and household members are eligible to access the EAP, inclusive of retirees and employees who terminate their employment. EAP services are available to them for a period of six (6) months following the end of their employment.
24/7 Access	• Availability 24 hours per day, 7 days per week, 365 days per year via the toll-free Helpline • Helpline is answered "live" 24/7 - *members will never reach an automated voice messaging system or phone tree* • Toll-Free Phone Number: 1-866-EAP-2400 • Toll-Free TTY Service for the Hearing Impaired
Intake/Short-term Counseling	
Telephone Triage	Telephone Triage conducted by Work/Life Consultants to assess initial care management needs and appropriate referrals. Work/Life Consultants gather demographic information and through a series of routine questions, screen for risk, identify the presenting problem(s), and triage participants to the most appropriate resource(s) to meet their needs and preferences.
…ephonic Assessments	All clinical calls receive an in-depth telephonic assessment by an EAP Counselor. The telephonic clinical assessment focuses on psychosocial factors to determine the need and urgency for an appointment. The assessment identifies and clarifies presenting problems as described by the employee, relevant background history, initial goals, and current risk factors.
Telephonic Counseling	EAP Counselors provide telephonic counseling to employees and their dependents regarding a wide variety of issues or concerns that may be interfering with the employee's work performance and/or contributing to poor morale, health, wellness, or family well-being.
Individual Crisis Counseling	EAP Counselors are available for immediate telephonic crisis counseling for members who are experiencing suicidal ideation, homicidal ideation, violent behavior, substance abuse related emergencies, need for in-patient psychiatric hospitalization, child/elder abuse, and/or domestic violence. An in-person appointment with a local EAP Specialist or crisis intervention center is offered and/or the participant is assisted with hospitalization if needed.
Face-to-Face Assessments	Deer Oaks offers a network of 54,000+ EAP Specialists throughout the United States who are available to provide assessments and in-person short-term counseling sessions with employees and their family members.
Short-term Counseling- *Up to 5,7, or 10 sessions per participant per issue per year*	Deer Oaks offers individual and group short-term, face-to-face counseling sessions for a variety of issues such as occupational, grief, family, stress, and chemical dependency. In-person, telephonic and online modalities are available.

Referrals	Counselors provide referrals as clinically needed to the employer group's hea... plan, community resources, legal resources and attorneys, child/elder care resources, and financial counselors/planners. Deer Oaks maintains a referral network of community resources to facilitate referrals outside of the EAP and coordinates with other health and wellness vendors when needed.
Supervisor Mandated Referrals	Deer Oaks provides assistance to managers in making Management Directed/ Mandatory Referrals to the EAP and responds quickly to all mandatory referrals. Follow-up assessment reports are provided to the employer's point of contact within the limits of the professional confidentiality regulations. Deer Oaks will also provide training to management during the implementation of the EAP on the mandatory referral process and is available to provide management consultations throughout the contract term on this and other issues facing managers and supervisors.
Work/Life Services	
Advantage Legal Assist	▪ Easy access to EAP , legal and financial services via the Helpline ▪ Free 30-minute telephonic advice consultation with an attorney ▪ Free initial 30-minute in-person consultation with an in-plan attorney; *93.60% of EAP participants resolve legal matters within this free consultation* ▪ 25% discount on hourly attorney fees if representation is required ▪ There is no limit to the number of times you can use the service for different issues
Advantage Financial Assist	▪ Free unlimited telephonic consultation with a financial counselor qualified to advise on a range of financial issues such as bankruptcy prevention, debt reduct... and financial planning ▪ Supporting educational materials available ▪ Credit report review by a financial counselor and tips for improvement ▪ Financial articles included in monthly newsletters
Advantage Legal & Financial Online Resources	▪ Unlimited online access to a wealth of educational legal and financial resources, links and tools ▪ Interactive Online Simple Will- create a legally-binding simple state-specific will at no cost through a step-by-step online "interview process" ▪ Access to state agencies to obtain birth certificates and other records ▪ Links to tax guides, the current year's tax forms and financial calculators ▪ Self improvement "Task Builders" for interactive financial improvement
ID Theft Prevention & Recovery	▪ Free 30-minute telephonic consultation with an Identity Recovery Professional ▪ Development of a customized action plan and consultation regarding implementation of the plan ▪ Ongoing ID recovery guidance available as needed ▪ Reduces time spent repairing compromised credit history ▪ Restores peace-of-mind, while helping undo the damage
Control Your ID: Free Online Identity Monitoring	▪ Free identity monitoring program available via the legal/financial website ▪ Free registration- no service level or payment plan required ▪ Re-register annually and update information as needed

Work/Life Balance- *Work/Life, daily living, child care and elder care services*	▪ Work/Life Consultants consult with members regarding their Work/Life needs, streamline searches, and provide a list of up to three (3) referrals per request within 12 hours for standard work/life cases and within six hours for urgent cases ▪ Searchable database of Childcare/Eldercare Resources ▪ Tools for Balancing Work and Family ▪ Extensive online and community resources covering a variety of Work/Life issues including, but not limited to child care, elder parent care, adoption, education, and daily support services. ▪ Retiree Assistance Program provides counseling, legal, and financial referrals to retirees for up to six (6) months post-retirement
Employer Group Services	
Critical Incident Stress Management Services *including Unlimited CISDs*	EAP Specialists are available within 24-48 hours of the critical incident or trauma to provide group and individual critical incident stress debriefing with recommendations for follow-up treatment.
Department of Transportation Substance Abuse Services (DOT SAP)	Coordinated referrals to a DOT Substance Abuse Professional (SAP); SAP Evaluations with Recommendations and Follow-up Case management *(fee-for-service);*DOT Drug and Alcohol Education Seminars; Required DOT Supervisor Reasonable Suspicion Seminars; Information to assist Employee in Understanding/Implementing Drug-Free Workplace
Employer Group Orientations and Seminars- *Up to 12 hours of on-site training services*	Deer Oaks offers on-site employer group services including Employee EAP Orientations; Health Promotion & Educational Seminars; DOT Reasonable Suspicion Seminars; Drug & Alcohol Education Seminars; Supervisor Excellence Program Seminars; Pre- and Post-Incident Management Trainings; Health Fair Participation and On-site Management Consultations. All of Deer Oaks' seminars are developed by Doctoral-level clinicians and conducted by subject matter experts.
Signature Series Account Management	Deer Oaks assigns a designated Account Manager to each client. The Account Manager is responsible for overall contract management and day-to-day service. We utilize a team approach to account management; therefore, additional Account Management Specialists may be assigned to assist as needed to ensure that all needs are met.
Implementation Services	Deer Oaks offers flexibility in program design, implementation, and in account management. Deer Oaks' extensive experience, expertise, professionalism, and implementation work plan allows for a seamless and well-communicated initiation of the EAP program without interruption in service. The employer's Account Manager will be involved throughout program implementation and on a daily basis. A thorough Needs Assessment will also be conducted in order to customize implementation and the program to meet the employer's needs.
Management Assistance Program	
On-site Workplace Supervisor Seminars	EAP Specialists provide on-site Supervisory and Leadership Seminars. An extensive array of workplace seminar topics is available to help train supervisors and managers to become more effective in their positions. *These seminars are included within the employer's bank of on-site hours.*

Telephonic Management/ Organizational Consultations	Masters-level EAP Counselors provide telephonic consultation to supervisors and managers on issues pertaining to the supervision and management of their employees, targeting specific departmental and organizational interventions as needed.
HR & Departmental Support	Incorporates the HR's vision of the EAP into the overall plan design; provides support and consultation to HR Directors and EAP Benefit Managers as needed; provides online resources and newsletters on relevant Work/Life topics
Supervisor Supplement E-Newsletter	Deer Oaks provides Monthly Electronic Newsletters for Supervisors & Managers with tools, tips, and resources.
Program Promotion	
Online Tools and Resources	Specialized online EAP services available at www.deeroaks.com, including topical libraries, health and wellness articles & presentations, child/elder care resources, legal and financial tools, and skillbuilder courses
Promotional Materials	Promotional materials including electronic and hard copy brochures, wallet cards, posters, and topical flyers advertising the EAP benefit, its confidentiality, and means of accessing services will be provided during implementation. Electronic promotional materials are provided on an on-going basis.
Orientation DVDs	Employee and Supervisor Orientation DVDs detailing the benefits included in the EAP and how to access the confidential benefit
Prevention & Education Newsletters	Monthly Employee and Supervisor Electronic Newsletters are distributed. Employee Newsletter topics include, but are not limited to: stress management, health & wellness, financial issues, and Work/Life balance. Topics for Supervisor Newsletters include, but are not limited to: tips on being an effective supervisor, leadership, motivating employees and conflict resolution.
Program Evaluation	
Utilization Review Reports	Quarterly and Annual Calendar Year Reports to analyze trends in utilization of the EAP benefit.
Program Evaluation	Deer Oaks evaluates the efficacy of the EAP via multiple surveys including an online Participant Satisfaction Survey, Seminar Survey, CISD Survey and additional follow-up activities
Other Services/Program Components	
Tele-Language Services	Telephonic interpretation in over 190 of the most commonly spoken languages and dialects is available for the Deer Oaks' Helpline.
Take the High Road Program	Deer Oaks remains concerned about the safety of its EAP participants and others. Therefore, Deer Oaks reimburses EAP participants for their cab fares in the event that they are incapacitated due to impairment by a substance or extreme emotional condition. This process is simple, and like all other EAP services, confidential. This service is available once per year per participant with a maximum reimbursement of $45.00 (excludes tip).

Access & Eligibility

Eligibility

All employees and their dependents/household members are eligible to access the EAP and Work/Life benefit starting on day one of the contract and on the first day of their employment (for new employees). Additionally, employees who separate from the County for any reason may continue to access the EAP for up to six (6) months post-employment.

Eligible dependents are defined as the:

A. **Spouse or any child (natural or adopted) of an Employee, regardless of where such spouse or child resides;**

B. **Any child for whom an Employee (or his or her spouse) is a court-appointed guardian;**

24/7 Access



Members may access the EAP 24 hours a day, 7 days a week by calling the Deer Oaks toll-free, confidential Helpline. The Helpline is answered "live" by Work/Life Consultants during normal business hours, with Master's level counselors available to provide in-the-moment telephonic support and immediate crisis intervention. After-hours (8:01 pm-7:59 AM EST M-F; 24/7 weekends and holidays), the Helpline is answered directly by Master's level Counselors; ensuring members receive critical services when they need them most.

Additionally, we understand that members may prefer to access the EAP in very different ways. While most prefer to call the Helpline, others may prefer to access services via instant message. Therefore, we offer the LiveCONNECT instant messaging feature on our website, putting individuals a click away from a counselor or Work/Life Consultant.

Call Center

Our full-service call center is spread across 65,000 square feet of office space in three buildings, including emergent redundancy measures to ensure uninterrupted services to our clients. Our call center has a sophisticated telephone switching system that permits all aspects of the network to link in together to handle call surges. Our genuine 24/7 in-house call handling system allows us to sensitively manage call distribution and our staffing program ensures that we have the correct number of specialist staff on duty at all times to provide a consistently high level of service.

We use CMS, a telephone software product used in conjunction with Avaya PBX communication services, to process a large volume of calls through automatic call distribution (ACD). Through this system, we have the ability to organize call flows to specific teams, track performance of consultants, and measure performance outcomes for answer time, total calls, and abandonment rates. The telephone system is linked to a live data reporting tool that is monitored continuously by operations management and the quality team. This allows oversight of data related to call answer times, abandonment rate, and call volume. If there is a spike in volume or heightened answer time, we have protocols in place for reassigning staff resources as needed.

24-Hour Intake & Assessment Services

All calls into the Helpline are answered 24 hours per day, 7 days per week by a live EAP professional (Work/Life Consultant or Master's level Counselor). The assessment process, which determines the need for counseling, begins at the case intake. An EAP/Work/Life Professional gathers demographic information and through a series of routine questions, screens for risk, identifies the presenting problem(s), and triages participants to the most appropriate resource(s) to meet their needs and preferences. Resources may include:

- Connect with the Clinical Team for telephonic EAP clinical assessment
- Connect with the Clinical Team for immediate crisis intervention for urgent/emergent cases
- Referral to an EAP network provider for up to five (5), seven (7) or 10 in-person short-term counseling sessions
- Connect with an attorney or financial counselor for legal and financial assistance
- Remain with the Work/Life Consultant for child/elder/daily living referrals
- Referral to local community resources i.e. the United Way, AA meeting, support groups
- Other benefit plan resources i.e. medical plan, wellness program, etc. as appropriate

Telephonic Clinical Assessment

All clinical calls receive a thorough, telephonic clinical assessment that includes:

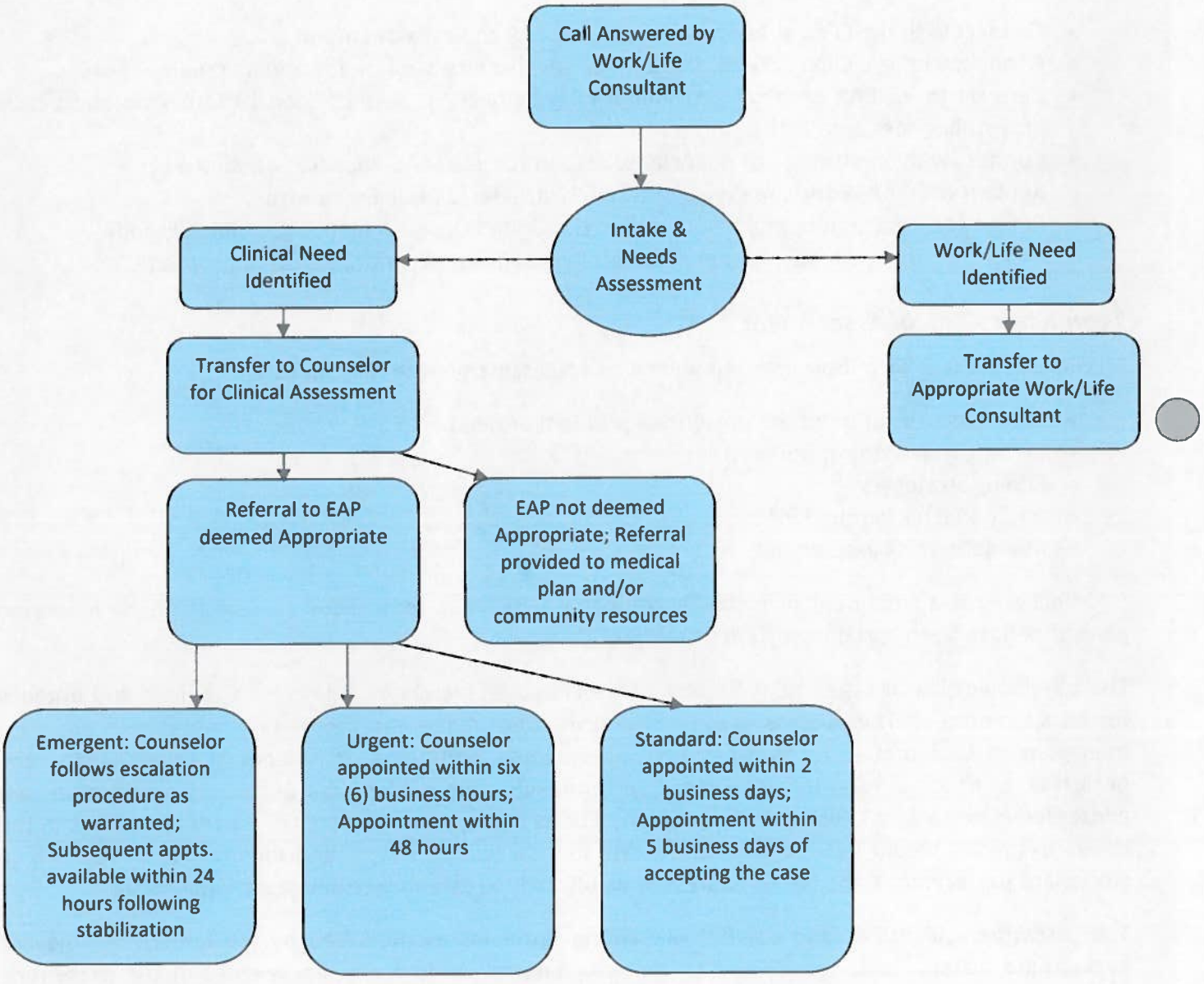
- Expert identification of the presenting problem or need
- Investigation into support systems
- Coping strategies
- Additional background information
- Mandatory risk assessment

The final step is a treatment plan that encompasses the short-term focus as well as clearly identified goals that have been agreed upon with the client.

The telephonic clinical assessment focuses on psychosocial factors to determine the need and urgency for an appointment. The process is conducted using our unique and proprietary assessment and case management tool that includes areas such as personal well-being, interpersonal relationships, and performance of social roles including work performance. Within each area of focus, specific issues are addressed in more detail during the assessment. For example, under the area of personal well-being, the issues examined would include physical health, mental health, stress, and medication. In relation to workplace performance, the issues addressed would include attendance and work functioning.

The assessment identifies and clarifies presenting problems as described by the employee, relevant background history, initial goals, and current risk factors. Aside from the severity of the presenting problem, risk in relation to self and others is a key factor in determining the need and urgency of an appointment. As the service is available on a 24/7 basis, service provision can take the form of immediate emotional support or crisis intervention, or a more structured telephonic counseling relationship resembling face-to-face sessions. Where required, an appropriate safety plan can be discussed and implemented immediately with employees who are at immediate risk of harm to self or others.

Telephonic Triage Diagram



Appointment Scheduling

Following the assessment, if it is determined that an in-person appointment is needed, the EAP Professional identifies and contacts counselors based on the member's location, presenting problem, needs, availability, and counselor-client matching (gender, ethnicity, religious preference, etc.). The following indicates the timelines for confirmed referrals and appointments by standard, urgent and emergent cases.

- **Standard** – A counselor will be appointed within two (2) to three (3) business days from the time of the telephone assessment. The case manager will contact the employee with the appointed counselor's name and contact information. The counselor must have availability within five (5) business days of accepting the case (the employee may choose to schedule the appointment outside of this timeframe). Alternately, the member may request a list of network counselors meeting his/her needs in lieu of the confirmed referral. With either option, the employee is responsible for contacting the counselor to schedule the appointment.

- **Urgent** – Callers in distress and calls for emergency assistance are flagged in our system as urgent. The definition of an urgent case is one in which the caller is moderately distressed with some impairment in ability to function or presents with some suicidal or homicidal ideation, but there is no clear plan or intent to harm self or others. In this case, the case manager will develop a safety plan with the client that may include supportive resources such as general practitioner contact or friend/family support. Appointments for urgent requests are escalated and the case manager will contact the client with a referral to an affiliate counselor within six (6) business hours and an appointment time within 48 hours of the initial contact with the EAP. In-the-moment telephonic counseling is provided to those in need of such support.

- **Emergent** – An emergency case is one where the employee has any one of the following signs and/or symptoms that suggest that inpatient treatment may be appropriate:

  - Imminent danger to self or others
  - Behavior that puts the employee at risk of harm
  - Grave disability that impairs the employee's ability to care for self at a basic level
  - Employee has physical symptoms indicating possibility of acute withdrawal from alcohol

  In these situations the case manager will follow the escalation procedure as warranted. This may include involvement of emergency services, ER or hospitalization to preserve the employee's safety. Subsequent appointments are available within 24 hours following the employee being stabilized.

All EAP staff and Affiliates are trained to assess and provide the most appropriate intervention for crisis situations, such as homicidality, suicidality, and domestic violence and follow all applicable laws including confidentiality limitations.

Participants with Special Provisions

Our services are designed to be accessible by all employees and are always delivered with dignity and respect. We are committed to our belief that the EAP is a universal benefit, available equally to all entitled parties irrespective of their gender/race/physical or mental ability/sexuality/age/religion or belief. We take great care to ensure that we provide a diverse service to client employees.

Deer Oaks is committed to meeting the needs of clients with special provisions and offers such services as a toll-free TDD/TTY service for the hearing impaired; appointments scheduled at facilities that are fully compliant with the requirements of the American Disability Act; and telephonic counseling. Vision impaired participants may request literature in large print, accessible electronic format or tape-recorded format. Additionally, office staff can assist vision impaired and/or learning disabled participants by reading and explaining written materials to individuals in a confidential setting.

To assist non-English speaking persons, we utilize our telephonic translation service that covers more than 190 of the most commonly spoken languages. We also have Helpline staff that are multilingual and multicultural who are able to speak in a variety of languages including Cantonese, Farsi, French, French Québécois, German, Greek, Hindi, Hokkien, Irish (Gaelic), Italian, Mandarin Chinese, Polish, Punjabi, Russian, Spanish, Telugu, Turkish, and Urdu. We would like to clarify that these in-house language capabilities are mainly utilized for outgoing calls and document translations, not for incoming calls, as our bilingual staff members are not always available at the time of an incoming call. We utilize our language line for incoming calls and assessments.

For in-person counseling referrals, individuals are matched with an affiliate who is an appropriate match to their clinical needs, as well as primary language. The successful match occurs in 98% of the members served. In the 2% of cases where there is not an available provider to speak the preferred language, we provide bridge counseling via the translation service, while we are identifying an affiliate with the appropriate clinical credentials and language fluency.

Short-Term Counseling

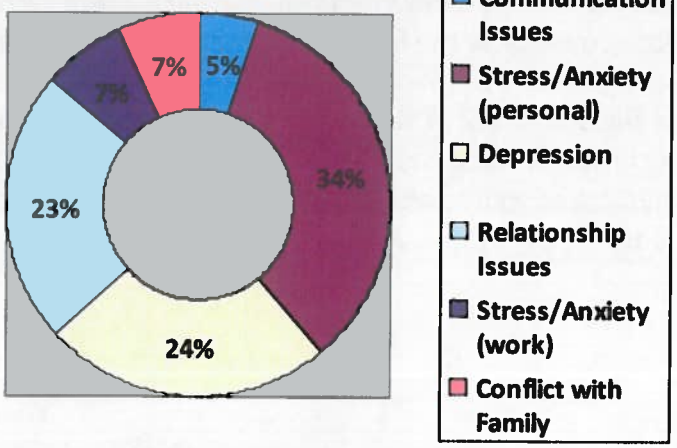
Deer Oaks will provide confidential counseling and referral assistance to County employees and family members. Our EAP model for the County will involve the use of our network of affiliate providers to provide confidential, professional, and comprehensive diagnostic, counseling, and referral services to individuals experiencing personal or professional problems. The County will receive *up to five (5), seven (7) or 10 sessions* per issue for assessment and short-term counseling per eligible employee or household member per calendar year.

The primary counseling model used by Deer Oaks is called solution-focused brief therapy. This involves a move away from the analysis of problems to the discovery of solutions that are already at work in an individual's life. The therapy concentrates on helping individuals identify the skills, strengths, and resources that are already present and moves them towards a solution.

Through this method, the Deer Oaks EAP supports employees and their family/household members on a wide range of mental health topics for which short-term counseling is appropriate. Individuals may access the service for support with a variety of personal and work-related issues, including but not limited to:

- Emotional & Psychological Issues
- Stress/Tension/Grief
- Depression, Anxiety
- Anger Management
- Marital & Family Relationships
- Interpersonal Relationships
- Family Issues
- Child & Adolescent Problems
- Parenting Problems
- Childcare/Eldercare Issues
- Domestic Violence
- Physical & Emotional Abuse
- Substance Abuse & Dependency
- Occupational Issues/Job Stress
- Career Planning
- Job Performance & Attendance Issues
- Interpersonal Problems with Coworkers
- Safety
- Adjustment to Disability Counseling
- Legal/Financial/Identity Theft Issues
- Crisis Management, Workplace Violence
- Coping with Medical Problems

The EAP does not cover issues that require physician/psychiatric evaluation, psychological testing, chronic mental health illness, long-term psychotherapy treatment, or inpatient or residential treatment services. In these cases, we will provide the individual with an appropriate referral to either his/her health plan or to other community resources.



Our historical data indicates that the top six reasons people contact the EAP are stress and anxiety for personal issues, depression, relationship issues, stress and anxiety for work issues, conflict with family, and communication issues.

Counseling Service Options

We offer several service options so that members may choose the option with which they are most comfortable and that is most convenient.

- *In-person counseling* with a counselor at an off-site location
- *Telephonic counseling* with a counselor- takes place in a structured format with the counselor and member pre-scheduling the sessions and call-in times
- *Online counseling* through eSessionCONNECT

  eSessionCONNECT is a 24/7 online counseling and coaching platform that complements the telephonic and face-to-face assistance program by providing users with live access to master's-level professionals. Following a risk assessment, synchronous online counseling takes place in a structured format with the counselor and individual pre-agreeing on times for each session.

  Special features of eSessionCONNECT include:

  - Personalized member registration and login
  - A secure communications center that allows for sending and receiving messages, scheduling appointments, and posting appointment reminders
  - A brief biography of the counselor
  - Accessed directly or through the EAP website

  eSessionCONNECT offers the advantage of expanding the accessibility of the benefit in a discreet, convenient point of access to service. This platform is especially beneficial to individuals who are dispersed, mobile, technology-focused, working outside of traditional business hours, and regular users of technology as a means of communication.

Case Management

One hundred percent of EAP cases are overseen by a case manager who is responsible for managing the progress, quality, and clinical content of the counseling. The case manager works with our internal Network Advantage team to coordinate the referral to an affiliate provider. Once the network team locates a suitable counselor, the case manager contacts the employee to make the referral. This case manager also interacts with the face-to-face counselor at the beginning phase to establish the treatment focus. All clinical cases include telephonic follow-up at prescribed intervals during the case process to ensure quality. The case manager reviews the suitability of the referral as well as the client's progress toward goal attainment. Finally, at the conclusion of the case, the case manager reviews the case again, and discusses the employee's overall satisfaction as well as any onward referrals and resources that may be appropriate. The case manager then ensures that these areas and the case as a whole have been followed-up on appropriately.

Referrals

Referrals Outside of the EAP to the Health Plan or Community Resources

Deer Oaks understands that while many individuals' concerns can be addressed within the short-term counseling model, there are cases that require coordination or transfer to the health plan. Our counselors are experienced at accurately assessing the presenting problem during the assessment and identifying the appropriate type and level of assistance needed to effectively assist the participant in resolving his/her issue. Oftentimes, referrals outside of the EAP occur if the problem is reflective of a more serious psychiatric condition needing longer-term treatment, when a participant is in need of substance abuse treatment/detoxification, or may benefit from a community-based intervention.

A seamless transition from the EAP to the individual's health plan is vital to the success of our program. If the initial assessment establishes that long-term specialist support is required, or if this is identified at any stage of the counseling process, then we will offer resources to ensure that the employee is placed on the path he/she needs to get more intensive support. We will deliver referrals to providers within the employee's medical insurance whenever possible or to other community resources.

Further, we also rely on the clinical judgment of our providers to make referrals to high-quality community resources when needed. Our providers reside in the community, are familiar with local behavioral health communities, and serve on the boards of many organizations. As a result, they are able to make referrals to quality community service organizations that best meet the needs of our members.

Finally, if the participant signs a *Consent to Obtain/Exchange Information Form*, the Deer Oaks counselor/case manager is able to consult with the referring clinician prior to referral regarding the participant's assessment, treatment plan, mood state, and other behavioral health and psychological components.

Mandatory/Management Referrals

Deer Oaks is well-versed in dealing with the subtle and sensitive issues associated with mandatory referrals. Mandatory referrals are most often made in combination with progressive, corrective discipline and involve a formal personnel action. Situations that may lead to a mandatory referral include, but are not limited to: alcohol and drug abuse in safety-sensitive positions, sexual harassment, excessive absenteeism, workplace performance issues, and other non-compliance issues. Due to the intense nature of these referrals, it is important to have a written policy in place for mandatory referrals that clearly outlines the intent of each referral, the process to be followed, the communication that is expected, and the levels of approval that are required at each step.

Formal referrals of employees to the EAP are welcome, and can be arranged quickly and easily. These referrals help an organization and/or manager to demonstrate duty of care towards an employee. Manager referrals can also be an integral part of an internal management process, such as a disciplinary or health-related protocol, and they can have the greatest impact on maximizing attendance. If a manager recognizes that an employee is experiencing stress and/or having attendance issues, he or she can refer the employee to the EAP to help resolve the issue. Neither the employer, nor Deer Oaks, can force an individual to seek assistance through the EAP, but provided that Deer Oaks has the signed

consent of the employee, we will contact him or her as soon as the referral form has been received. Reporting on the support provided is also available with the signed consent of the employee in question. Within 24 hours of the first session, we will contact the referring manager (or designee) to confirm that the employee sought treatment. Such referrals can originate from human resources or supervisors—the protocol is always decided upon by the client organization.

Deer Oaks includes unlimited mandatory referrals within its scope of service. Mandatory referrals are provided for unlimited issues and typically fall within the employer's session model, although additional EAP sessions may be authorized if clinically appropriate. Each mandatory referral is case managed and appropriate documentation regarding the employee's participation and compliance with the program is provided to the Employer-Designated Representative with the executed release of information forms.

To request a workplace referral or other management service such as a management consultation, County supervisors and managers may either call the toll-free Helpline or our dedicated *Manager Assist Line*, which connects them directly to the clinical team without going through our general triage. Deer Oaks will provide training seminars to management during the implementation of the EAP on the supervisory referral process and is available to provide management consultations throughout the contract term on this and other issues facing managers and supervisors.

Non-DOT Substance Abuse Professional (SAP) Referrals

Deer Oaks offers the County a combined substance abuse prevention/intervention program focusing both on 1) educating employees about the dangers of substance abuse and 2) assisting in management-initiated referrals for employees who display signs of chemical dependency. Deer Oaks makes referrals to licensed substance abuse treatment facilities as needed. Treatment program referrals include individual, family, couples, and group counseling modalities, partial and full in-patient programs, and concurrent participation in adjunct supportive therapies (e.g., AA or NA). Further, Deer Oaks offers these participants intensive education about the disease process of addiction and the stages of relapse and recovery. Specific tools for coping and alternative options are offered for participants to utilize when they face the dangers of a possible relapse.

Deer Oaks assists with self-referrals for substance abuse issues, as well as coordinates care for non-DOT mandatory substance abuse referrals through its mandatory referral process.

DOT Substance Abuse Professional (SAP) Referrals

Our nationwide network includes qualified Substance Abuse Professionals (SAPs) who are available to support our clients in cases where security- and safety-sensitive employees violate DOT drug and alcohol regulations. All SAPs meet the qualifications outlined by DOT Order 3910.1D, Title 49 CFR Part 40.

The main goals of the program are to complete the required steps of a mandated substance abuse treatment plan without unnecessary delay and allow for efficient communication between involved parties.

Deer Oaks follows the standards for SAP services as stipulated by the Department of Transportation- 49 CFR Part 40 and makes recommendations concerning education, treatment, follow-up testing, and aftercare. In support of the County's Drug-free Workplace Program, Deer Oaks will coordinate a referral to a DOT Substance Abuse Professional (SAP), who will complete the following:

- Conduct an initial assessment of the employee referred
- Determine the appropriate recommendations (i.e. inpatient or outpatient treatment, support/self-help meeting, etc.)
- Explain the treatment options to the employee
- Monitor the employee's compliance with the treatment
- Provide a follow-up testing schedule for that employee
- Provide compliance reports and a case closure letter
- Follow all DOT regulations and guidelines

Deer Oaks considers DOT SAP Evaluations distinct from other types of mandatory referrals. Therefore, these evaluations are provided on a fee-for-service basis.

Fitness for Duty (FFD) Consultation & Referral

A Fitness-for-Duty Evaluation is a formal evaluation completed by a psychiatrist, medical doctor, or psychologist outside the EAP, for the purpose of evaluating an employee's ability to safely perform the functions of his/her job, assess risk, and provide a company with a formal report suggesting steps needed to be taken to minimize employer risk in returning the employee to work. Typically, the evaluation includes some or all of the following: a clinical assessment, psychological testing, and/or collateral interviews. Fitness-for-Duty Evaluations are not analogous to therapy or counseling. They are primarily for the use of thorough assessment, diagnostic clarification, and a means to inform treatment and/or inform an appropriate decision regarding the employee's ability to perform their job duties safely and effectively.

Deer Oaks provides expert telephonic consultation dealing with decisions regarding the need for a Fitness-for-Duty (FFD) Evaluation and can assist in recommending a FFD facilitator and coordinating a referral to the provider. However, the employer is solely responsible to decide whether to refer an employee for a Fitness-for-Duty Evaluation. The County is responsible for working directly with the FFD provider, as well as paying for the Fitness-for-Duty Evaluation directly.

Comprehensive Work/Life Services

In addition to helping employees cope with mental health and workplace issues, Deer Oaks also believes that daily living challenges are just as important. Today's workforce manages many duties in addition to work, such as parenting, personal commitments, household responsibilities, and other tasks that make life demanding. If an employee is worried about his/her finances or about caring for an elderly relative, he/she may not be as focused on work and his/her emotional and sometimes physical well-being may also suffer.

To help ease daily living stresses, Deer Oaks offers the following helpful consultative and informational resources:

- Work/Life Resource & Referral Services
  - Child/Elder Care/Daily Living Resource & Referral
  - Advantage Legal Assist
  - Advantage Financial Assist
  - ID Theft Prevention & Recovery
- Take the High Road Program

These additional value-added services are essential to employees seeking to better balance work, family and their personal lives. The EAP provides the necessary tools and resources to ensure that employees remain healthy and productive.

Work/Life Resource & Referral Services

Many EAP companies say they offer Work/Life services; however, they are typically referring to an online searchable database of child and elder care providers or a brief conversation with an intake coordinator who can offer community resource suggestions. *The Deer Oaks Program is different*. We are offering the County a richer, deeper, more comprehensive level of service. We not only assist members with the usual child or elder care search, but also with a wide range of daily living resources such as pet sitters, event planners, home repair, tutors, veterinarians and moving services. This enhanced program offering helps employees through the challenging day-to-day issues that oftentimes hinder their workplace productivity.

This integrated approach uniquely positions us to serve employees in a holistic and inclusive manner and is a major differentiator of the Deer Oaks Program. We understand that employees' issues do not always fall into neat categories of service, nor do problems generally present in isolation. As such, we train our Work/Life Consultants and Counselors to listen beyond the presenting issue to identify all possible related factors and to apply appropriate resources to each.

Our Work/Life consultation, resource, and referral service provides practical assistance to users around a wide variety of dependent care issues. The strength of our service begins with the knowledge and expertise of our Work/Life Consultants, whose role is to assess, clarify, educate, and serve. We do not divide the resource and referral process between intake and research functions. Our Work/Life Consultants are also our research staff—a model that we believe improves the quality of both the consultation and the actual referral.

The Process

The resource and referral services offered go well beyond simply locating available providers in an employee's area. The assisted search process begins with a thorough consultation and assessment by a Work/Life Consultant. The consultant performs an assessment to ascertain a clear understanding of all aspects of an employee's specific request. Because our consultants are specialists, not Work/Life generalists, the assessment often helps employees identify questions that they had not yet considered. Our specialists take the time to truly understand the specifics of each case and assist the caller throughout the process.

During the initial consultation, the Work/Life Consultant will offer suggestions and ideas for consideration when and where appropriate. He or she will also answer the employee's questions. Our consultants commonly provide guidance about topics such as the difference between various care options (e.g., day care centers vs. family day care homes), the most cost-effective options, and how to evaluate providers. They will also provide employees with a list of up to three (3) referrals to providers best matching their needs within 12 hours of the initial call.

Child Care Referrals

Our Child Care Consultants offer County employees and their family members an initial telephonic assessment in order to ascertain a clear understanding of all aspects of the participant's specific request so that appropriate consultation and referral(s) may be made. Our consultants provide assistance locating resources surrounding a variety of care options and provide a list of referrals within 12 business hours for standard work/life cases and within six (6) hours for urgent work/life cases. Referrals are provided via email or, at the request of the member, via mail.

Information and referrals are available for the full range of childcare options including, but not limited to:

- Day care centers
- Nanny agencies/ In-home care
- Family day care homes
- Before/after school programs
- Sick child care
- Day, religious, sports, or residential summer camps
- Summer volunteer opportunities for teens
- Play groups for parents and their infant/toddler
- Preschools
- Montessori schools
- Leadership/travel programs for teens
- Educational/support programs (i.e. parenting, child development, academic services, etc.)
- Adoption agencies

Consultants also search for a variety of resources for children with special needs, such as respite care, in-home caregivers, financial guidance, testing and assessment resources, education programs, schools for exceptional children, and residential programs.

Deer Oaks' Child Care Consultants must have at minimum a bachelor's degree in early childhood education, elementary education, or a related field, plus at least three years of direct care experience.

Elder Care Referrals

Deer Oaks has Elder Care Consultants available to provide needs assessments, consultation and referral lists for a variety of resources including, but not limited to:

- Nursing homes
- Assisted living facilities
- Home health agencies
- Other housing options for the elderly
- Geriatric care managers
- Caregiver support groups
- Respite care (in-home or in a facility)
- National organizations
- Organizations specific to a certain disease
- Adaptive transportation services
- Retirement communities
- Alzheimer's support
- Chore and companion services
- Medicare/Medicaid
- Legal/financial referrals

Additionally, Consultants research information on specific topics if the client is inquiring about symptoms or the progression of a particular disease. In these types of cases, we include websites, articles, and/or book titles applicable to the request.

Deer Oaks' Elder Care Consultants must have at minimum a master's degree in counseling, social work, or a related field, plus three to five years of direct experience within elder care systems/facilities.

Daily Living Resource & Referral

The range of lifestyle issues included under the daily living/consumer category is vast. Daily Living Consultants assist individuals with nearly endless resources such as finding care for their pets, personal care, travel, home improvement contractors, education, and managing their day-to-day responsibilities at home, and work.

Our daily living resource is an excellent complement to our EAP services. The same holds true for our dependent care services. In many cases, we find that clients calling for counseling can also benefit from some practical resources to assist them in addressing their personal or professional challenges—and vice versa. For example, clients calling for grief counseling are often provided with customized referrals to bereavement support groups. Clients facing domestic violence can receive counseling as well as referrals to local shelters. A caller who contacts us due to the stress of raising teenagers can be referred to counseling along with parenting classes.

By having our Work/Life and EAP teams under the same roof, trained under the same philosophy, and experienced in collaborating to support clients' full range of needs, our program offers the County the most comprehensive assistance.

Our Daily Living Consultants must have at minimum a bachelor's degree and one to two years of related experience.

The chart below details just a few of the topics for which our Daily Living Team provides resource and referral services:

Issue Category	Examples of Referral Types
• **Adoption**	• Adoption Agencies • Adoption Attorneys • Adoption Advocacy Groups • State Adoption Specialists • International Adoption • Adoption Subsidies • Adoption Support Groups • Non-traditional Adoptions • Infertility Information/Resources • Adoptee Support Groups
• **Child Care**	• Preschool and Nursery Schools • Before and After School Care • Family Day Care Home • Child Care Centers • In Home Care • Babysitters • Au Pair Agencies • Nanny Agencies • Sick Child Care • Back-up and Odd Hour Care • Special Needs Care • Self-Care Resources • Summer Programs • Day Camps • Residential Camps • Religious Camps • Specialty Camp Programs • Sports Programs • Special Needs Camps • International Study Programs • Leadership/Travel Programs for Teens • Summer School • Computer Literacy Programs
• **Parenting Skills**	• Child Development • Child Safety • Child Nutrition • Discipline • Toilet Training and Bed-wetting Issues • Blended Families • Grandparents as Parents • Bedtime Routines • Parenting Classes and Support Groups • Playgroups

	• Raising Teenagers
• **Education** (Kindergarten -12th Grade)	• Kindergarten Programs • Enrichment Programs • Tutors • Public Schools • Private Schools • Parochial and Religious Schools • Montessori and Independent Schools • Home Schooling • Special Needs Education • Alternative Schools • Charter/Magnet Schools • School District Profiles and School Report Cards
• **Education** (College and University)	• 2 and 4 Year Colleges • Graduate Schools • Community Colleges • Vocational Colleges • Athletic Programs • Non-College Options • Continuing Education • Elder Hostel • Admissions Testing • Financial Aid • Scholarships • Career Development • Resume Writing Services • Certification Programs • Career Testing
• **Older Adults Elder Care**	• Acute/Post Acute Rehabilitation Programs • Skilled Nursing Facilities • Assisted Living Facilities • Medicare/Medicaid • Adult Day Care • Adaptive Transportation Services • Volunteer Organizations • Cancer Care Centers • Disease Management Programs • Hospices • Home Health Agencies and Nursing Programs • Home Medical Equipment • Chore and Companion Services • Senior Centers • Retirement Communities • Geriatric Case Management Programs and Services • Gerontologists • Insurance • Independent Living Centers • Alzheimer's Support • Community Services

	• Dependent Adult under 65 Resources • Mentally Retarded/Developmentally Delayed support services • Elder Substance Abuse programs (not covered by EAP) • Mental Health Resources (not covered by EAP) • Veteran's Services and Support Resources
• **Daily Living**	• Pet-sitters / Kennels • Veterinarians • Pet Obedience Training • Home Repair (handymen, plumbers, electricians, contractors, etc) • Apartment Locators • Consumer Comparisons • Chore Services/House Cleaners • Fitness and Wellness Centers/Programs • Volunteer Opportunities • Transportation and Travel Services • Moving/Relocation Services • Emergency Services • Entertainment Services
• **Health and Wellbeing**	• Children's Health Resources • Alternative Medicine • Complimentary Medicine • Diet & Nutrition Programs/Services • Fitness Centers/Programs • General Health Resources • Men's Health Resources • Physician Searches • Safety Programs • Senior Health Resources • Women's Health Resources • Chronic condition Support Groups/Resources • Rare condition Support Groups/Resources
• **Legal and Financial**	• Attorneys and Arbitrators • Financial Planners and Planning Services • Legal Aid Organizations • Debt Consolidation Services • Mortgage Brokers

Advantage Legal Assist

Each year, it is estimated that nearly half of the U.S. workforce will require time off for a legal problem, and the average cost of lost time per employee will be more than $400. Based on recent studies, nearly 60% of middle-income Americans faced with a legal problem do not seek professional assistance because of apprehensions related to finding and paying for a qualified attorney.

Through this benefit, members may consult with a plan attorney – for free. Services include:

- Free thirty-minute telephonic advice consultation with an attorney. Attorneys are available Mon-Fri. during normal business hours. Saturday appointments are also available upon request
- Free thirty-minute in-person consultation with a plan attorney qualified to handle your issue. *93.60% of EAP participants resolve legal matters within this free consultation*
- Attorneys are available immediately for telephonic consultation; in-person consultations are scheduled
- Consultation consists of analysis of the situation and advice on how to proceed. There is no document review or creation during this free consultation
- If representation is required, members receive a 25% discount off hourly attorney fees
- Covered Issues: Family Law, Criminal, Bankruptcy, Adoption, Elder Care/Wills/ Trusts/Estate Planning, Consumer Issues
- Excluded Issues: Employment as it relates to employees and family members, one's own business, class action lawsuits, taxes
- There is no limit to the number of times you can use the service for different issues
- Coverage available in all 50 states
- Telephonic attorneys cannot self-refer, so you are assured unbiased advice

Online Educational Resources- Unlimited Access

- Online private and secure legal resources complement our telephonic and in-person service by providing online access to a wealth of educational resources, links, and tools. The site is updated monthly and contains legal documents, a library of legal and financial information, access to state agencies to obtain birth certificates and other records, links to other legal resources, a glossary of terms, and more. These convenient resources provide employees and their family members with the information required to make wise legal decisions when necessary, 24 hours a day, seven days a week.

Interactive Online Will Preparation (located online in the Legal & Financial Center)

- Create a legally binding simple state-specific will at no cost through a step-by-step online "interview process"

- A simple will works well for most people with typical assets such as a house, a car, savings, and investments. But there are some situations in which you may need more than a simple will and should get expert advice or, at the least, investigate your options

Advantage Financial Assist

Employees who are physically, emotionally, and financially fit in their personal lives are better able to contribute in the workplace. With *Advantage Financial Assist*, employees can access a program of comprehensive financial support services—empowering them to concentrate on responsibilities at work, rather than on financial concerns.

Qualified financial counselors and educators are available without an appointment Monday through Friday with pre-scheduled counseling sessions available on Saturday, during the day or evening. If desired by the caller, he or she can arrange an appointment convenient to his or her schedule for a detailed consultation (usually lasting about one hour, though there is no limit to the length of the session) regarding the caller's most pressing financial issues. The financial counselor will send the caller any worksheets and educational materials related to the topic of their scheduled conversation and a reminder of the appointment date. On the day and time of the appointment, it is the caller's responsibility to telephone the financial counselor.

After the appointment is finished, the financial counselor will e-mail and/or mail a summary of goals and steps to the caller, along with any additional, applicable, educational materials, as well as a quality survey.

Advantage Financial Assist services include:

- Free unlimited telephonic consultation with a financial counselor qualified to advise on a range of financial issues such as bankruptcy prevention, debt reduction and financial planning
- Counselors address issues via a toll-free information line, and follow up by mailing supporting educational materials; Excluded issues include tax Issues, counseling, advice or comparison of specific financial services or products
- All counselors are knowledgeable in a wide range of financial topics
- Advice is objective and pressure-free
- Unlimited access to a wealth of educational financial resources, links, tools, and forms (i.e. tax guides, financial calculators, etc.)
- Includes self improvement "Task Builders" for interactive financial improvement

Counselors do not sell or endorse specific products and make referrals only to non-profit services.

Educational Resources

We offer individuals a wide variety of articles and worksheets. In addition, we offer the following handbooks:

- Drive Away Happy: Car Buying Decisions
- Early Delinquency Intervention: Saving Your Home from Foreclosure
- Financial First Aid
- Get In Balance: A How-To Guide for Managing Your Checking Account
- ID Theft Solutions
- Money Management Planner
- Personal Financial Assessment (English)
- Personal Financial Assessment (Spanish)
- Unlocking the Door to Homeownership

- Using Credit Wisely
- Your Credit Report

There are also a number of educational materials and resources available in the Financial module of the Work/Life website, including articles, forms, archived webinars, links to qualified resources, skill builders, and 40 financial calculators.

ID Theft Prevention & Recovery
Identity thieves want your personal information. Every time you use your credit card, or discard a bank statement, you could be putting yourself at risk of identity theft. Not only can this cost you money, it can hurt your credit rating and take months or years to repair. ID Recovery is a telephone consultation service to help you recover from, and minimize the impact of, a breach of your identity.

- Provides victims a 30-minute consultation with an Identity Recovery Professional
- The professional will assess the situation, create an action plan, and provide consultation on implementing the plan
- Reduces time spent repairing compromised credit history
- Restores peace-of-mind, while helping undo the damage

Control Your ID: Free Online Identity Monitoring (located in the Legal & Financial Center)

- Free registration- no service level or payment plan required
- Re-register annually and update information as needed

Take the High Road Cab Reimbursement Program

Deer Oaks remains concerned about the safety of its EAP participants and others. Therefore, Deer Oaks reimburses EAP participants for their cab fares in the event that they are incapacitated due to impairment by a substance or extreme emotional condition. Such circumstances may include:

- Over consumption of alcohol
- Drowsiness due to medication
- Extremely upset/troubled over a situation (i.e. receives bad news at work, is laid off or let go, learns of a death in the family, finalizes a divorce, etc.)

This service is available once per year per participant with a maximum reimbursement of $45.00 (excludes tip). The process is simple, and like all other EAP services, confidential. Simply call the Deer Oaks Helpline for information regarding reimbursement.

Critical Incident Stress Management (CISM) Services

Critical Incident Stress Management is a comprehensive, integrated, multi-component crisis intervention system. The goal of CISM is to achieve crisis stabilization and the mitigation of symptoms associated with traumatic impact. CISM is not psychotherapy, or a substitute for psychotherapy. CISM is a form of psychological "first aid" that can minimize the psychiatric injury caused by critical incidents.

In the event of a major incident such as a catastrophic accident, employee death(s), natural disaster, or violent attack, Deer Oaks can provide rapid and efficient telephonic and/or on-site support to the County based on needs, preferences and clinical suitability. Our approach follows the latest findings regarding clinically appropriate responses to critical incidents including the Mitchell Model and Psychological First Aid. We promote the offer of practical and emotional support to those affected and direct our efforts towards fostering natural resilience and coping.

To facilitate a structured response to managing the risk of critical incidents, Deer Oaks provides a unique and comprehensive crisis response management service. This continuum of services model provides an integrated multi-component response to critical incidents including onsite interventions. We have provided onsite crisis support ranging from accidents resulting in death and injury to employees, employees who have died by suicide on and off workplace sites to major emergencies such as natural disasters. CISM services are also useful in assisting employees through times of transition and change from reductions-in-force, departmental/program consolidation and new program implementation to operational changes such as the stress associated with learning a new phone system.

Approach

We offer a comprehensive, organized approach for evaluating and responding to critical incidents and traumatic events. This broad approach commences with a needs assessment, considering the immediate and potential ongoing consequences of traumatic events, and results in a management plan providing a variety of best practice crisis interventions and post-crisis psychological treatment.

The ultimate objective of our post-incident service is to assist employers with decreasing the number of psychological casualties among employees and to return to regular business functions as quickly as possible. We can offer various responses including information, practical support, telephone crisis support, management consultation, on-site group meetings, and face-to-face counseling. We take the initial approach of providing psychological first aid, and assigning the most appropriate intervention under the circumstances.

Unlimited Critical Incident Stress Debriefings

A critical incident is any event that causes an unusually intense stress reaction. The distress people experience after a critical incident limits their ability to cope, impairs their ability to adjust, and negatively impacts their work environment. A Critical Incident Stress Debriefing (CISD) is a process that may prevent or limit the development of post-traumatic stress in people exposed to critical incidents.

Provided within a clinically appropriate timeframe following a critical incident, on-site group CISDs are offered for groups of individuals who have been similarly affected by or exposed to an incident. Professionally conducted debriefings help people cope with, and recover from an incident's aftereffects. These sessions provide a safe, structured and supportive environment for addressing common reactions, offering information to promote resiliency, and identifying those who may need further resources.

Optimally, CISD occurs within 24 to 72 hours of an incident; although we have provided rapid response within a few hours in prior cases as necessitated by the situation. We are flexible in our approach and response times based on the client's needs, preferences and clinical suitability.

These interventions are customized to meet the needs of various employee groups i.e. military personnel, law enforcement, fire and rescue, correctional employees, public defenders, educators, general office workers, etc. Additional support may also be provided to families of involved employees and anyone else exposed to trauma.

Implementation & Transition Planning

In the event that Deer Oaks is awarded this contract, our goal is to execute a seamless transition from the current vendor, ensuring that services are not disrupted from the employee's perspective. Our extensive experience, expertise, and proven implementation work plan allows for a seamless and well-communicated initiation of the EAP program.

The first step is to set up an initial implementation conference call with the County's EAP Program Manager and other key personnel. During the call, a number of topics will be discussed including:

- Discussion of the County's culture, business strategy, protocols, and procedures and how the EAP can integrate within those processes
- Completion of a client profile that details the County's designated EAP representative(s), important contact numbers, and the County's other medical and wellness benefits
- Service delivery approach
- Marketing approach including the development, customization, and distribution of member communication materials
- Scheduling of EAP Orientations, Supervisor EAP Seminars and other Educational Presentations
- Review the scope of service including value-added programming
- Discussion of scheduling deadlines (e.g., open enrollment, utilization review/management reports, newsletters, e-mail/mail promotional materials)
- The assurance to be fully operational within the time frame specified by the County after the award of a purchase order
- Assistance to the County in formulating recommended policies and procedures concerning EAP services consistent with current policies
- Review and acceptance of County policies and procedures as provided to Deer Oaks at the meeting
- Other topics of concern to the EAP administrator(s)

Following this initial call, our Implementation Team will complete an implementation work plan and begin working on the transition of services following protocols established during the conference call. As every employer group has different preferences for the transition of active cases, Deer Oaks is flexible and offers several options, which include:

(a) Coordinating with the current EAP provider and administrator to allow participants to complete their allotted sessions with the current counselor

(b) Giving the EAP participant a choice about what they would prefer: transfer to Deer Oaks or continue with the current provider

(c) Providing all EAP participants with a new allotment of sessions hence offering them a fresh start at Deer Oaks

(d) Any combination of the above choices

Once the County has chosen a transition plan, Deer Oaks will coordinate with the previous EAP contractor to identify those participants currently accessing services and work to transfer the cases within established clinical protocols. We will make every reasonable effort to allow continuity of care with the existing provider, alleviating any interruption in service. Further, any EAP participant who chooses to transfer may request that Deer Oaks consult with his/her prior counselor after a release of information has been signed.

Upon the contract effective date, Deer Oaks will assume all EAP administration and counseling services responsibilities. If an employee needs access to a mental health provider during the transition period, Deer Oaks will work in conjunction with the previous EAP contractor to provide the employee with the appropriate assistance.

The next step will be to make arrangements for redirecting employees who contact the current provider after the contract termination date. We will provide Travis County with a phone number to be provided to the current vendor for warm-transferring of calls that inadvertently come to the current provider's service center after the transition of services date. We will also provide information to be shared with the current vendor about other access points (e.g., new website access, email addresses for inquiries, etc.) to refer employees to in the event they inadvertently contact the current vendor.

Another important part of the transition process will be for Deer Oaks to meet with Travis County to be debriefed on the past service provision. This will allow us to gain a full understanding of the challenges you face, to design a targeted communication plan, and to set utilization targets. Factors discussed may include details of the services provided in the past; utilization history and trends; history of any complaints/service issues; and history of promotional campaigns.

Gaining a full understanding of our clients is a vital component of the services that we deliver. During the implementation process, we will work with County representatives to help us understand your organizational needs as well as individual employees' needs to help us determine how to best provide support at every level. We will request copies of your HR policies and procedures so that we can determine how to best integrate the EAP into your benefit offerings. Our goal is to define the relationship relative to how you see your organization and your employees as well as to identify what is going well with your current arrangements and what is not working effectively. This goes beyond processes and procedures—we also want to understand your values and vision.

In support of this goal, Deer Oaks will conduct a thorough Needs Assessment in order to customize implementation and the program to meet the County's needs. Through discussion with HR personnel, supervisors, and employees, Deer Oaks will develop a targeted plan of implementation based on the issues at hand.

Some questions that are typically addressed during this process include:

- How many supervisors are there? How many employees? What are the counts by department and agency?
- What are the demographic characteristics and geographic dispersion of the employee populations?
- An analysis of the pattern for health and disability claims to evaluate the incidence, prevalence, and fiscal impact of behavioral health conditions on each agency as compared to state and national occupational trends.

- What are the five (5) most pressing workplace issues that employees, supervisors, and HR personnel each identify as needing potential intervention and support from the EAP?
- What has the prior utilization data indicated regarding:
  a) The acceptance of the EAP by department
  b) The most prevalent problems by department
  c) The length of counseling typically utilized by each department
  d) The responsiveness to in-service seminars
  e) The results of patient satisfaction surveys
  f) The use of on-site critical incident trainings
- What would be the ideal roll-out schedule of promotional/educational materials?
- What should the topics be for the first six (6) months of in-services?
- What are the DOT SAP issues to be addressed?
- Where are management consultations needed?
- What support can the EAP lend to the HR department?
- How can the EAP help with diversity management?

Additionally, during the first weeks following contract launch, we will deliver Employee and Supervisor EAP Orientations at County offices to provide individuals with a thorough understanding of how the EAP works and allow the opportunity for them to ask questions. The orientation sessions focus on the very practical aspects of the service, as well as the counseling, so that attendees are aware of the broad scope of support which is available.

We will also provide supervisors with an understanding of how the EAP can help support them in their role as managers. The presentations cover topics such as recognizing the warning signs of stress, how to informally or formally refer an employee to the EAP, and how to distinguish between healthy pressure and harmful stress. Our initiative is to ensure that key staff understand the full scope of our programming and are effectively able to promote it to their employees and use the EAP as a management tool.

Deer Oaks' Account Management Team will be available to consult with County Program Liaisons and other key personnel as needed and will guide program promotion and training efforts. They will work hand-in-hand with County personnel to identify key issues and develop innovative solutions through programming and consultation. Open and honest communication with clients is the foundation of our success.

Orientation, Supervisor Training, Educational Seminars & Other On-site Services

When it comes to program promotion, Deer Oaks' strategy is to maximize every opportunity to create awareness of the service and increase utilization by making a personal connection with employees. Our experience with clients over the years demonstrates that combining strong communication materials with a personal touch consistently results in high utilization.

As part of this strategy, Deer Oaks offers the County a pool of up to 50 hours of on-site training services per year. These hours may be used at the County's discretion for:

- Employee EAP Orientations
- Health Promotion & Educational Seminars
- Health & Wellness Series Seminars
- Department of Transportation Reasonable Suspicion Seminars
- Drug & Alcohol Policy & Education Seminars
- Supervisory Orientations & Seminars
- Workforce Engagement Training
- Stress Management Training
- Pre and Post-Incident Management Trainings
- On-site Management/Organizational Consultation

Orientation and educational seminars are one of the most important ways of reaching out to employees, supervisors, and senior-level management. The Deer Oaks Employee Assistance Program (EAP) offers a variety of specialized trainings, orientation sessions, and wellness seminars covering a range of work/life, wellness, and EAP topics. All trainings are developed by staff clinicians and are designed to create awareness of the EAP, while providing education regarding personal and work-related issues. Our organizational development expertise also assists employers with meeting diverse workforce challenges and maximizing organizational resources.

Deer Oaks works to ensure that each session is well-received and effective in its impact. This is accomplished through five (5) stages:

- A thorough *Seminar Needs Assessment* regarding the session to take place
- *Tailoring* of the seminar to meet the organizational needs and hand-selecting EAP Specialists with sound workplace training experience
- *Specific Design* of seminars to keep them relevant, interesting, interactive, and fun
- *Analysis of feedback and results* from the Deer Oaks Seminar Survey Form completed by each participant directly following the seminar
- *Coordination with the Program Manager* to review the feedback from and impact of the seminar and incorporate the feedback and results in future seminars

All of Deer Oaks' seminars are developed by Doctoral-level clinicians and conducted by subject matter experts. The majority of seminars are one (1) hour psycho-educational seminars although they may be shortened or lengthened to fit within a specified timeframe. Deer Oaks will work closely with the County's key personnel to coordinate the scheduling of seminar sessions, which will be available during the day, afternoon, and late evening in order to accommodate all employee shifts and to ensure maximum attendance.

Deer Oaks also offers several training formats, including:

- Live group presentations
- DVD/Videotape
- Webinars
- Audio Conference
- Internet-based Training including downloadable presentations

DVDs and webinars are effective methods of providing training to groups of employees at various locations including those located in geographically remote areas. In addition to specifically requested webinars, Deer Oaks holds free monthly webinars accessible via the website, as well as invites our clients to attend periodic specialized webinar series free-of-charge such as our 2014 Supervisor Excellence Program Webinar Series. The County will be invited to participate in future webinar series events.

Trainer Qualifications & Satisfaction Surveys

All of Deer Oaks' seminars are developed by Doctoral-level clinicians and conducted by subject matter experts. We typically use our Network Provider Facilitators to conduct seminars and workshops for our clients. These providers have a minimum of a Master's degree, training experience and subject matter expertise on the training topic. When appropriate, non-clinical personnel such as wellness coaches, trainers, dieticians, smoking cessation specialists and HR professionals are also utilized.

Satisfaction surveys are provided to each attendee following the training. Evaluation forms are scored to review participants' satisfaction with the seminar presentation and average results are recorded on utilization reports. A follow-up email and/or phone call is also scheduled with the client Point of Contact typically within two (2) business days following the seminar to inquire about satisfaction and to handle any additional requests. Providers that receive less than positive scores are provided with feedback and coaching from our staff. If a provider consistently receives negative scores and feedback, the provider is removed from our training network.

Employee Orientation

The purpose of the employee orientation is to provide individuals with a thorough understanding of how the EAP works and allow the opportunity for them to ask questions. The sessions also focus on the very practical aspects of the service, as well as the counseling, so that employees are aware of the broad scope of support that is available. In addition to on-site seminars, Deer Oaks also provides DVDs, online PowerPoint presentations, webinars, and internet-based videos for use in employee enrollment sessions and attends Health and Benefits Fairs as requested to explain the EAP service, answer questions, and distribute literature.

Our EAP Orientations cover at minimum the following topics:

- What is an EAP?
- What types of services are available?
- Who is eligible to receive EAP Services?
- What assistance can be expected?
- How is the EAP accessed?
- When should one access the EAP?

Health Promotion & Educational Seminars

Deer Oaks has over 100 educational seminars available to the County on a variety of work/life, wellness and EAP topics including, but not limited to stress, wellness, work/life, substance abuse, management, and dependent care. Sessions are delivered in face-to-face seminar or online webinar formats and may be delivered during the lunch hour, at employee training conferences, during management meetings, at new hire orientations, or any convenient time for the County and its employees.

Health & Wellness Series Seminars

In addition to our one hour single session seminars, Deer Oaks also offers more in-depth, multi-week *Health & Wellness Series Seminars* that are designed to complement your organization's wellness initiatives. These group seminars include:

- *Health & Your Weight: Making Realistic Lifestyle Changes*
- *Stress Management: Improving your Coping Efforts*
- *Vicarious Trauma: Stress, Burnout & Compassion Fatigue*
- *Tobacco Cessation*

Each session includes an introduction, rules of the road, individual attention, information, discussion and assignments.

Our training flyers are provided on the following pages, providing examples of our most popular employee seminars and our 2014 webinar topics.

Supervisor Orientation

Deer Oaks offers supervisor orientations for County supervisors, managers, and others. The supervisor/manager workshops not only highlight the service provided, but also give managers an understanding of how the EAP can help support them in their role as a manager. Supervisor orientations include topics such as:

- Overview of the EAP
- Explanation of the services offered & how they can support managers
- Indicators that an employee may need assistance
- How to recognize the warning signs of stress
- How to monitor employee work performance
- How to conduct constructive confrontation interviews with troubled employees
- Rationale for managers to address employee's problems through utilization of the EAP
- How to make an effective EAP referral (either suggested or mandatory)
- How to follow up with employees following referral to the EAP
- Substance abuse information
- Manager roles and responsibilities in the implementation and use of the EAP

The outcome of conducting initial and ongoing supervisor orientation sessions is that usage of the EAP increases, as employees and managers understand the full scope of the service. Managers also become more proactive in dealing with difficult employee situations, make more referrals, and know how to use the service as a management tool.

These sessions will be available as requested by the County including initial training, new supervisor trainings and refresher training sessions. We also have DVDs, online PowerPoint presentations, webinars and internet-based videos for use in management meetings or departmental gatherings.

DOT Reasonable Suspicion Seminar

Deer Oaks will provide Travis County with DOT Reasonable Suspicion Seminar Sessions, DOT Drug & Alcohol Policy Seminars, and Drug & Alcohol Education Seminars. The Deer Oaks Reasonable Suspicion Seminar Program is conducted by a certified DOT/SAP (Department of Transportation/Substance Abuse Professional) and is in compliance with the Drug-Free Workplace Act of 1988, and the Federal DOT regulations.

Covered topics include:

- General requirements on reasonable suspicion referrals
- Make the call - the reasonable suspicion interview
- Prohibited drug use and alcohol misuse in the workplace

In addition, Deer Oaks offers individual counseling for drug and alcohol abuse, referral to 24-hour care facilities, a website with helpful seminar topic information and articles (accessible 24/7), and full DOT SAP services.

Pre and Post-Incident Training for Managers

When a crisis occurs at the workplace, whether the sudden death of a trusted employee or an accident that causes considerable damage and injury to workers, it is the on-site manager who finds himself at the center of coordinating a response. What happens in the early hours is critical. There is no single way to manage a response to an event—each event is unique, requiring a response that uses effective strategies that are aligned with the organizational needs of the client's and employees' needs at the location. Managing effectively during a crisis requires knowledge of organizational policies, programs, and resources as well as skills related to understanding behavioral responses to stress and assessing the situation to aid in organizing a comprehensive response.

Deer Oaks can provide the County's key personnel, supervisors, and managers with consultation regarding disaster readiness, tools for developing a workplace violence prevention plan, and Disaster Preparedness Training such as developing a disaster plan, dealing with the long-term effects of a disaster, the role of HR in planning & recovery, and how managers can assist employees following a critical incident. These training topics provide a solid foundation in crisis support that ensures administration will have the knowledge and skills required to organize effective responses to critical incidents. We can also assist administration with the development of messaging to affected staff and broader audiences in anticipation of, as well as during and after, critical incidents. Additional online disaster assistance resources, tools and tips, as well as seminars on managing traumatic stress are also available.

Supervisor Excellence Programming

Research concludes that 80% of the reason that employees are happy in their jobs has to do with the quality of their relationship with their supervisors. To support our public sector clients in maximizing the effectiveness of their supervisor-employee relationships, Deer Oaks provides a *Supervisor Excellence Program* as part of our EAP offering. This program makes available a continuum of resources designed to assist managers and supervisors in gaining additional knowledge and skill that will help to improve the morale and productivity of their teams.

The *Supervisor Excellence Program* includes:

- Over 50 management/leadership seminar/webinar topics geared to enhance the ability of supervisors to effectively motivate, manage, and coach the performance of their employees
- Workforce Engagement and Stress Management Initiative Seminars
- Unlimited access to management consultations with Deer Oaks management experts to assist in dealing with difficult workplace issues such as staff conflict, employee performance problems, interacting with difficult employees, etc.
- Quarterly webinars on cutting-edge management topics such as creating a respectful workplace culture; the keys to having an engaged workforce; and dealing effectively with difficult employees
- A monthly Supervisor Newsletter that includes timely tips on people management, utilizing the EAP as a performance management tool, etc.

Workforce Engagement Initiative

Deer Oaks proposes a *Workforce Engagement Initiative*. This initiative provides focused deployment of EAP services that target areas critical to the development of an engaged workforce.

Since having a team of effective, caring managers and supervisors that foster a positive workplace environment is key to employee engagement, Deer Oaks includes a series of seminars and online resources that are designed to enhance the coaching and relationship skills of County leaders. The seminars include topics such as *The 7 Habits of Highly Effective Supervisors*, *How to Build a Culture of Respect*, and *How to Effectively Coach Employee Performance* and are available both on-site and via webinar.

In addition, since poorly managed day to-day stress can prevent employees from becoming fully engaged in their work, our *Workforce Engagement Initiative* also includes a series of telephonic, face-to-face and online resources designed to provide employees with tools for effective stress management. We utilize a proactive "Stress Management Awareness" campaign to make employees more aware of these and other resources available to them through the EAP.

Stress Management Initiative

Stress has been called the "health epidemic of the 21st century" by the World Health Organization and is estimated to cost organizations across the United States up to $300 billion a year. One recent survey reported that nearly half of all workers suffer from moderate to severe stress while on the job.

High levels of employees stress can also increase an organization's health care costs. Physicians suggest that stress is the cause of illness in more than 70 percent of all visits to a family doctor. In addition, stress accounts for 30 percent of all disability claims.

Further, stress hinders employee productivity. Workers report having difficulty with focusing on tasks, making mistakes and/or missing deadlines on projects, and having trouble getting along with co-workers/superiors because of stress. Finally, a significant amount of employees report missing work days due to the stress in their lives.

Deer Oaks takes an innovative wellness approach to help reduce employee stress, lower healthcare costs, and improve health & productivity. Through a focused *Stress Management Initiative* that can be delivered as part of the County's wellness program, Deer Oaks can help begin to mitigate the negative impact of stress on the County's workforce.

This initiative is comprised of the following components:

- An executive session to educate the County's leaders on the damaging effects that high levels of stress and change are having on their employees.
- A series of seminars or webinars for supervisors and managers to give them a greater awareness of the stress and pressure that's impacting their teams, and encourage them to minimize management approaches that increase employee stress (i.e., micro-managing employees, implementing more change than a team can readily adjust too, etc.).
- A series of seminars or webinars to educate and empower employees to better manage their stress and keep their lives in balance.

- A series of practical *Stress Management Tips* for both supervisors and employees to reinforce the importance of effectively managing their stress levels, and to continually improve their stress management skills.

This program is designed to help improve the overall wellness of County employees, reduce the absenteeism & healthcare costs associated with stress-related illness, and improve overall productivity.

Unlimited Telephonic Management Consultation

Supervisors and managers are the keystones of an engaged, resilient workforce and are counted on for long-term growth and success of the organization. They are tasked with maximizing organizational resources and motivating employees to perform at their highest level and optimum effectiveness. Managers must also utilize performance management and metrics to evaluate the effectiveness of its employees and promptly deal with under-performers and other departmental issues that can place a strain on workplace productivity.

Through its *Management Assistance Program*, Deer Oaks offers support services to managers and supervisors in dealing with difficult workgroup issues. *Unlimited telephonic supervisory, management, and human resources consultation* is available to provide guidance regarding issues, policies, practices and events that affect behavior in the workplace such as:

- Initiation or Monitoring of Individual Workplace Referrals
- Coaching for Improved Job Performance
- Dysfunctional Work Groups
- Stress Management
- Employee Discipline
- Performance Management
- Acute Interpersonal Conflicts
- Stress associated with Change and Transition
- Dealing with Death in the Workplace
- Difficult Workplace Situations
- Reconstruction of Policies and Procedures
- Diversity Issues
- Difficulties with Workplace Violence or Substance Abuse

Deer Oaks Counselors have extensive experience providing consultations both telephonically and on-site between departments; employees; employees and supervisors; and between labor groups and management. Our comprehensive management consultation process offers strategic solutions and practical advice that can open the path for healthy workplace communications and systems.

To request a management consultation or other management service such as a mandatory referral, County supervisors and managers may either call the toll-free Helpline or our dedicated *Manager Assist Line*, which connects them directly to the clinical team without going through our general triage.

Conflict Resolution/Mediation Services

Deer Oaks is experienced at providing conflict resolution/mediation services in the workplace for our client employers. We can provide work-related mediation services to assist with resolving workplace conflict and interpersonal issues. We have a network of fully qualified and experienced affiliate mediators and can tailor both the approach and engagement of the mediation as and when County members require this service. We offer two-party mediation or group mediation events. Additionally, as part of this process, we can provide input and advice to your HR department as to whether mediation would be appropriate for each potential case through our telephonic management consultation service. Managers, supervisors and HR may call our dedicated Helpline for a management consultation and to request workplace mediation services.

Monthly Supervisor Newsletter

Many managers and supervisors are stressed and are facing changes in their responsibilities and workplace roles. The EAP seeks to provide education and support so that managers can be a source of support for the employees turning to them day after day. Therefore, Deer Oaks offers a monthly electronic newsletter specifically designed to meet the needs of supervisors and managers. The newsletter is available in web-based and electronic formats and includes helpful tools, tips, and resources for becoming a more effective manager and leader.

Web-Based Training

In addition to our on-site and webinar trainings, County members will have *unlimited, 24/7 access to downloadable PowerPoint Training Presentations* from the Deer Oaks Work/Life website. We offer more than 100 employee training presentations in the areas of Workplace Issues; Family Issues; Health Issues; Personal Issues; Stress Management; and Smoking Cessation and 50 supervisor training presentations covering a variety of supervisory issues. We also have supervisor and employee orientation videos that may be viewed online.

Additionally, our monthly online seminars are archived through 2011 and may be accessed at any time by logging on to our website. Some of these topics include:

- Make Your Money Work For You: A Debt Management Plan
- Will There Be A Couch? What to Expect From Counseling
- Maximizing Your Day: Effective Time Management
- Staying Fit at Work
- Social Networking: Today's Communication Tools
- The Art of Listening and Giving Feedback
- Your Routine Financial Checkup

We also offer online skillbuilder training courses that combine valuable training with the ease and flexibility of learning online. These e-learning courses provide training for success both on and off the job by giving employees practical tips on managing the workplace and their world. They are fully narrated with an optional closed-captioned feature for your privacy. Certificates of completion are available for download following each session, making them an effective tool for workplace training.

Below are the skillbuilder topics available at deeroaks.com

- Appreciating Personality Differences
- Cultural Diversity in the Workplace
- Nobody Likes a Bully: Bullying in the Workplace
- Recognizing a Troubled Employee
- Sexual Harassment in the Workplace
- Effective Communication
- Drug-Free Workplace Compliance
- Accountability
- Business Etiquette and Professionalism
- Emotional Intelligence for Success
- Self-Care: Remaining Resilient
- Caring For Aging Relatives
- Eating Your Way to Wellness
- Estate Planning: Five Essential Documents
- Handling Criticism Well
- Maximizing Your Day: Effective Time Management
- Say What You Mean the Right Way: Healthy Forms of Communication
- The Art of Conflict Resolution

Program Promotion & Awareness Campaign

When it comes to program promotion, Deer Oaks' strategy is to maximize every opportunity to create awareness of the service and increase utilization by making a personal connection with employees. Our experience with clients over the years demonstrates that combining strong communication materials with a personal touch results in high utilization. This is reflected in the utilization rates of our clients, which are *30% above the national average of 4.8%.* This is primarily attributed to our high-touch account management approach and ability to collaborate with client contract managers and department heads to launch a coordinated communication strategy.

Deer Oaks places great emphasis on program promotion and will work with the County to implement a multimedia promotional campaign in 2015 including trainings, orientations, promotional items, health & wellness fair participation, and monthly newsletters. During implementation, we will discuss the County's past promotional efforts with their previous vendor and discuss a future promotional campaign strategy. We will then use this information to help direct our communication efforts and monthly promotional plan to increase employee awareness of the EAP & Work/Life program. We welcome the County's input into these promotional activities, as with all features of the program, and can customize a plan to meet the County's requests.

Additionally, we have found that the following four factors have the greatest impact on successfully improving participation rates:

- *Senior Leadership Endorsement/Buy-In* – It is important that leadership send the signal that it is not just okay to use the program, but that they actually encourage use of the EAP. Our experience shows that when the EAP is openly embraced by senior leadership, we see the highest utilization rates.

- *Engagement with Individual Stakeholders* – Our goal is to ensure that every key staff member is aware of and proactively promoting the EAP benefit for employees. This develops through relationships with key program stakeholders. We will offer webinars, teleconferences, and on-site meetings/program overviews throughout the year to ensure that key personnel are current on the various elements of the program, aware of any program updates, and informed about the enhanced products and services available.

- *Coordinated Communication Strategy* – Our approach is to launch and build awareness of the EAP starting with a launch letter, then the distribution of wallet cards, flyers and posters. Those initial steps create awareness and interest, which is then reinforced by on-site or webinar orientations that allow employees to interact, ask questions, and learn about the program at a deeper level. Finally, topic-specific ongoing promotions reinforce program awareness and stimulate continued utilization.

- *Flexibility and Diversity* – We recognize that there are different ways to connect with employees and make use of a diverse range of approaches. We keep in mind that employees will respond differently to various promotional materials. We are sensitive to diversity and the fact that some employees will be receptive to receiving an e-mail promoting the service while others will be more open to attending a training or webinar.

Promotional Materials

Deer Oaks will provide the County with employee communication materials during program implementation and on an on-going basis throughout the contract term as requested. These materials will include, but not be limited to:

- ***An Introductory Announcement Letter***
- ***Wallet cards*** **with the 24-hour telephone number and services provided to the employee**
- ***Tri-fold EAP Brochures*** **that contain information about Deer Oaks EAP program, its benefits, how to access the benefit, and contact information.**
- ***Two-color Informational Display Posters***
- ***Employee & Supervisory Orientation DVDs***
- ***Monthly Supervisor and Employee Electronic Newsletters***
- ***Electronic Topical Flyers***
- ***Supervisor EAP Handbook*** **(available electronically)**
- ***Supervisor Guidelines Handbook- Mandatory Referrals*** **(available electronically)**
- ***Deer Oaks Training Policies & Guidelines Handbook*** **(available electronically)**
- ***CD*** **containing camera-ready promotional and implementation materials that the County may use at its convenience**

"Deer Oaks has been very proactive in providing educational in-services and trainings to Bexar County. Their communication has been clear and consistent, easing the responsibility of the contract managers. Their emphasis on systems allows for a smooth integration of family members into the benefit, which maximizes the impact of short-term assessments, counseling, and referrals."

- Charlie Maese, Benefits Manager, Bexar County Human Resources

Hard copy materials are available and will be mailed directly to our EAP Points of Contact for distribution. Electronic materials are also available throughout the contract term.

Finally, our Account Management Team is invested in reviewing utilization statistics with clients and working with them to develop ways of increasing utilization. Oftentimes, the solution is very simple and involves a combination of trainings and promotional items. Other times, the answer to higher utilization is more complex, such as certain populations being hesitant to contact the EAP for fear of non-confidentiality or other reasons. Deer Oaks can target these employee populations and work on increasing their confidence regarding the EAP.

Through this integrated multi-media promotional strategy, Deer Oaks will ensure that County employees are aware of benefits available to them through the Employee Assistance & Work/Life Program, as well as ensure that key personnel have the knowledge to internally promote the program.

Dynamic Work/Life Website

Deer Oaks offers Travis County and its members an innovative Work/Life website featuring an extremely comprehensive level of resource articles, assessments, audio, and video files covering emotional well-being, health and wellness, and workplace issues as well as child care, elder care, adoption, and education. The site is kept current and up-to-date by a team of dedicated staff, with new information added monthly. Members will receive an established organization-specific username and password to access the site.

Throughout the website, a range of content types are provided—articles, resource links, calculators, self-assessments, audio and video files, online courses, and online seminars—to appeal to different types of learners and web customers. We license content from premier sources such as Nolo, a respected provider of legal information for consumers and small businesses and Peterson's, a well-established source of personalized solutions for education and career achievement.

Below is a comprehensive listing of the features of the work/life website:

- English and Spanish sites available
- Assisted Search and LiveCONNECT capabilities for access to a counselor or a work-life consultant 24/7 via instant messaging capability
- 7 content divisions: Parenting, Aging, Balancing, Thriving, Living, Working, and International
- 61 content modules and 503 content categories
- Searchable databases for child care providers, elder care and related services, adoption resources, attorneys, certified financial planners, pet sitting, private and public high schools and colleges, and volunteer opportunities
- 40 financial calculators
- 70 interactive health and emotional health assessments
- Over 300 streaming audio files and 30 video files covering a range of health and emotional health topics
- Live, monthly, online seminars with archiving of past seminars
- Links to Downloadable Employee and Supervisor PowerPoint Presentations
- Links to Monthly Employee and Supervisor Newsletters
- More than 4,000 regularly updated articles
- Reviewed and annotated "best of the Web" resource links
- News for You updated at least monthly
- Monthly interactive polls
- Search and Advanced Search features
- Skill Builders: Online training programs offering printable certificates of completion
- Learning Center: an interactive feature with articles, personal plans, assessments, audio advice, and quick tips on a wide range of individual effectiveness, physical, and emotional well-being issues
- Savings Center: a discount shopping program offering employees up to 25% discounts on name-brand goods and services
- Relocation Center: an interactive program that allows users to preview communities across the United States, providing vital statistics and a comparison feature
- 106 ready-to-use legal forms provided by Nolo
- WebMD access to medical and health information

Searchable Databases

We offer self-search options for members who prefer to perform research on their own, or simply wish to quickly assess what is available in their area. The site features searchable databases for adoption agencies, certified financial planners, child care, education (public and private K-12 schools, colleges, and universities), elder care and related services, pet sitters and adoptable pets, summer camps, and volunteer opportunities.

We also offer iFindCare, an iPhone application that focuses on finding and assessing quality dependent care. It features searchable access to our child and elder care locators; educational articles about identifying quality care, interviewing potential providers, and maintaining positive relationships with care providers; and quality checklists that users can complete on their iPhone while visiting potential providers. Articles and checklists can be viewed on screen, printed to wireless printers, saved, e-mailed, or faxed. iFindCare allows members to locate care providers that meet their specifications. Search results are easy to view, map, and explore for more information.



Discount Center

Our web-based Savings Center is an employee discount portal that offers access to professionally monitored and vetted corporate rates and discounts on a wide variety of items and services. With over 20 categories to choose from, there is something for everyone on the Savings Center, including hundreds of constantly changing discounts on a wide variety of practical and luxury items. Discounts are available on everything from everyday purchases (groceries, diapers, and pet food) to big-ticket items (computers, cars, and travel).

The Savings Center is offered in partnership with Next Jump, our partner since 2005. With over 18 years of experience, Next Jump works with 90,000 clients, representing 70% of Fortune 1000 companies. Next Jump has built the largest internet technology force on the east coast. Next Jump's Corporate Perks program is the industry leading savings portal which aggregates purchasing power to save employees money. Clients average 86% registration and 30% average monthly usage.

Online Skillbuilder Training Courses

Our skillbuilders combine valuable training with the ease and flexibility of learning online. These e-learning courses provide training for success both on and off the job by giving you practical tips on managing your workplace and your world. They are fully narrated with an optional closed-captioned feature for your privacy. Certificates of completion are available for download following each session, making them an effective tool for workplace training.

Below are the skillbuilder topics available at deeroaks.com

- Appreciating Personality Differences
- Cultural Diversity in the Workplace
- Nobody Likes a Bully: Bullying in the Workplace
- Recognizing a Troubled Employee
- Sexual Harassment in the Workplace
- Effective Communication
- Drug-Free Workplace Compliance
- Accountability
- Business Etiquette and Professionalism
- Emotional Intelligence for Success
- Self-Care: Remaining Resilient
- Caring For Aging Relatives
- Eating Your Way to Wellness
- Estate Planning: Five Essential Documents
- Handling Criticism Well
- Maximizing Your Day: Effective Time Management
- Say What You Mean the Right Way: Healthy Forms of Communication
- The Art of Conflict Resolution

Content Updates

We offer premier content, written and published internally and purchased from third-party experts. The website content is reviewed and updated in an annual cycle by our in-house content development team. The content development team assigns at least 100 new articles across more than 300 work/life topics each month. These articles go through a strict editorial process managed by content development.

Each month, the content development team:

- Updates the homepage with articles, resource links, and a poll that supports the monthly promotional theme
- Updates the News for You message(s)
- Offers a new, live, online seminar
- Updates the 60+ module pages with a new feature article
- Adds 100+ new articles to the website

Demo Site

Below are the link, login and password for the demonstration website. The website password expires September 30th. As a demo site, some features may not be fully enabled.

Standard Work/Life Demo Link: *http://www.powerflexweb.com/1601/login.html*
Login: deeroaks
Password: wldemo10

Utilization Reporting

Deer Oaks believes in the importance and utility of reporting to employers on the utilization patterns of the employees and dependents covered through the EAP. Standard utilization reports are provided electronically each quarter and annually and include information requested by the County without infringing on member confidentiality.

The data in our utilization reports typically includes:

- Overview of contract performance
- Caller demographics (if in line with confidentiality parameters)
- Overall statistics for contract use per reporting period
- Departmental/locale statistics for contract use per reporting period (if in line with confidentiality parameters)
- EAP referral source
- Reported home- and work-related problems (presenting and secondary)
- Type of assistance offered
- Referral to health plan, general practitioner, emergency services, community resource, etc.
- Feedback from customer satisfaction surveys and averages (when available based on rate of completion)
- Event Activity i.e. seminars, orientations, health fairs, etc.

Deer Oaks has the capability to deliver monthly, semi-annual, and/or ad hoc reports if needed. Deer Oaks is confident that we will be able to not only meet but exceed the County's needs related to reporting. Our reporting system captures complex client/sub-group structures and we are able to customize reporting to County specifications.

Your account manager reviews the detailed reports on an ongoing basis, monitoring utilization trends and the effects of various promotional campaigns. She will apply these results to adapting the program as needed for the County, keeping in mind your organizational strategies and goals. Through dialogue with County representatives and reviewing the utilization reports, your account manager will have the opportunity to keep her finger on the pulse of the EAP services being offered, keeping an eye out for trends that may indicate a need for specialized support. For example, if we notice that a number of employees are contacting the EAP regarding frustrations with colleagues, we might suggest offering training on dealing with workplace conflict. Similarly, if we see that a particular department has unusually low utilization levels, we could look at ways to increase program awareness through targeted promotions.

Confidentiality

Deer Oaks believes that trust is a critical factor of an Employee Assistance Program. We work hard to ensure that employees feel comfortable and confident that their contact with our services is confidential and will not jeopardize their jobs. The confidentiality of the EAP is reinforced in EAP communication materials, as well as discussed during orientations. In fact, this is one of the reasons why having an external program can be beneficial to increasing utilization. When employees understand that, although the EAP is paid for by their employer, it is delivered by an external organization, they often feel more comfortable reaching out for assistance.

Maintaining client confidentiality is a fundamental requirement for all aspects of Deer Oaks' service provision. Deer Oaks will preserve client confidentiality at all times in accordance with the Employee Assistance Professionals Association (EAPA) Code of Ethics; Health Insurance Portability and Accountability Act (HIPAA); other relevant professional guidelines; and the law. The professional management of confidentiality insures that personally identifiable and sensitive information will be protected from any unauthorized disclosure. Disclosure is allowable only when there is authorization by client consent, or when required by law. When disclosure does occur, it should be undertaken in ways that best protect the client's trust.

Although we stress the importance of professional confidentiality, we do not suggest that confidentiality should be absolute. To make it absolute would prohibit disclosures made in order to prevent serious harm to users themselves or to others and would frustrate the requirement to receive counseling supervision, or to facilitate meaningful management referrals.

The guiding ethical principles in disclosing confidential user information are:

- Any disclosures should be in the individual's best interests.
- Disclosures should only be on a need-to-know basis.
- Any disclosure is consistent with the purpose for which the client originally conveyed the information.

Wherever possible, Deer Oaks seeks an individual's written consent via a *Consent to Obtain/Exchange Information Form* before disclosing confidential material (even in an emergency), and relevant information is only released to an appropriate party such as the individual's general practitioner, social services, or emergency services. As a matter of course, confidential information would not be shared with the organization. However, in rare circumstances where it would assist in preserving the immediate safety of the individual or others, a company official may be notified.

Finally, clinical records are kept in a secure electronic format on a proprietary case management system. Access to data is by authorized password only and according to staff role. Our IT system uses software to maintain backup on a daily basis. These backups are stored in a separate location for security purposes. Most client records kept by us are in electronic format but there are some records from affiliate counselors kept in hard copy. Disposal of clinical records commences at regular intervals (once per annum) to coincide with the end of respective retention periods (generally six years). Disposal of hard copy records is undertaken by an approved shredding service and electronic record via data disk erasure.

Quality Control Plan

County employees will be provided with the highest quality EAP solution in the marketplace. Quality is the primary focus of our service and is at the core of everything we do. Our quality approach for public employer EAP programs is proven, offering the County confidence in our program's ability to effectively meet performance objectives and, ultimately, provide consistently excellent services to participants.

Our Quality Control Plan includes the following features and is detailed below:

- ISO 9001:2008 Certification
- Case Management & Follow-up Procedures
- Satisfaction Surveys
- Silent Monitoring
- EAP Case Reviews
- Work/Life Case Reviews
- Grievance Procedures
- Provider Complaints
- Data Systems & Security

ISO 9001:2008 Certification

Deer Oaks' call service centers hold ISO 9001:2008 certification. ISO 9001 is an international quality certification that defines requirements for a company's quality management system (QMS). A company's QMS comprises the organization's policies, procedures, and other requirements that ensure consistent customer satisfaction. ISO awards certification only after a lengthy application process, an internal audit, and an audit by an independent external certification body. To pass the audit, the organization must provide evidence to show that its QMS is working as it is intended to; that areas for improvement are continually identified; that there are means for correcting and preventing problems. The auditor interviews department heads to confirm understanding of the business process, verify the existence of procedure manuals, and obtain documented evidence. Bureau Veritas Certification awarded our call service centers ISO accreditation in 2010 originally, and they have passed all annual audits for continued accreditation.

Case Management & Follow-up Procedures

Telephonic Case Management

All EAP cases are overseen by a case manager who is responsible for managing the progress, quality, and clinical content of the counseling. The case manager works with our internal Network Advantage team to coordinate the referral to an affiliate provider. Once the network team locates a suitable counselor, the case manager contacts the employee to make the referral. This case manager also interacts with the face-to-face counselor at the beginning phase to establish the treatment focus. All clinical cases include telephonic follow-up at prescribed intervals during the case process to ensure quality. The case manager reviews the suitability of the referral as well as the client's progress toward goal attainment. Finally, at the conclusion of the case, the case manager reviews the case again, and discusses the employee's overall satisfaction as well as any onward referrals and resources that may be appropriate. The case manager then ensures that these areas and the case as a whole have been followed-up on

appropriately. These notes are maintained within our case management system and are not reported to the employer.

Trainings Follow-up
We provide training attendees with satisfaction surveys following each training. Evaluation forms are scored to review participants' satisfaction with the seminar presentation and average results are recorded on utilization reports. A follow-up email and/or phone call is also scheduled with the client Point of Contact typically within two (2) business days following the seminar to inquire about satisfaction and to handle any additional requests.

Critical Incident Stress Debriefings (CISDs) Follow-up
A satisfaction survey is provided to the client Point of Contact following the CISD. The Account Manager and/or Event Coordinator also follow-up typically within two (2) business days following the CISD to inquire about satisfaction and to handle any additional requests.

Supervisory Referrals Follow-up
The Account Manager typically follows up with the client Point of Contact during and after the close of a supervisory referral to ensure satisfaction with the process and to handle any additional requests. The case manager is also in touch with the client Point of Contact throughout the case (within the confines of confidentiality).

Legal/Financial Follow-Up
A legal/financial consultant is assigned to each employee during the initial call to walk him or her through the referral process. The consultant will follow-up the day after each attorney/financial counselor touch base until the case is closed to ensure the employee's needs were met.

Satisfaction Surveys
In addition to our standard case management procedures, Deer Oaks provides an online member satisfaction survey to members to measure and evaluate our service delivery. We welcome members' reactions and feedback regarding a variety of satisfaction issues, including the location and convenience of offices, the efficiency and attitudes of the staff, and the effectiveness of the counseling. The satisfaction survey is available on our website and each member is encouraged to login and complete the survey upon case closure. The results of member satisfaction surveys are included on utilization reports when available (based on member completion rate).

Silent Monitoring
Service quality managers and team leads conduct silent monitoring of calls. Three intake calls and three outgoing calls per counselor/consultant are monitored each month; this is an average of three to five percent of the overall monthly call volume. Additional monitoring and mentoring is assigned for staff who are in training and/or on performance improvement plans.

During the silent monitoring, a customized rubric is used to provide objective ratings on various components of the consultation process such as:

- The greeting
- Using active listening skills

- Setting appropriate expectations about the service
- Asking all appropriate questions
- Sharing information about other services or benefits

The rubric allots points based on the answer choice provided by the manager. An overall rating is provided per monitoring with a goal of 90% or higher for each rubric completed. Counselors/consultants are informed immediately after silent monitoring and they are provided with direct feedback and their score on the rubric. In-the-moment coaching to correct errors and suggestions for improvement are also provided.

Every month, the team leads meet with the service quality managers to review the silent monitoring scores and the case audit rubric scores to assess an overall service quality index for each counselor/consultant. This index dictates whether the consultant will receive his or her monthly quality bonus. The quality team and service delivery managers recently revamped the consultant bonus process to ensure that our staff are incentived to maintain our standards of quality while being rewarded for increased production.

EAP Case Reviews

In-house EAP counselors have their casework reviewed formally on a monthly basis. This is a structured quality audit procedure that is in addition to ad hoc reviews and pertinent case discussion. Clinical supervisors randomly review 10 cases per counselor per month (or 10%, whichever is higher) to monitor overall quality and accuracy, as well as clinical protocols. Each case is reviewed for the following:

- Accurate data entry
- Timely case progression
- Appropriate case assignment
- Appropriate clinical judgments, including risk factors, assessment for substance abuse, and choice of intervention
- Follow-up and case closure
- The performance of the affiliate with regards to clinical and customer service parameters

The results of the audits are recorded on an audit spreadsheet and relevant details are discussed with the counselor. Any deficiencies require a response from the clinical manager and may lead to further training and development, or more serious measures as appropriate. Resolution of the issue may include further training and development or more serious measures, as appropriate. The issue is also evaluated to determine if it is indicative of a wider issue related to system breakdown, the need for a technology enhancement, or a resource need. The resolution procedure is tracked in our customer relationship management database, as well as in the individual counselor's quality files.

Work/Life Case Reviews

Every Work/Life case undergoes review by a quality assurance editor before the consultant sends the case to the end-user. The editor reviews the cover letter and provider referrals for spelling/grammar errors, proper formatting, and adherence to the user's need. Any errors are noted and the Work/Life consultant is responsible for revising the case before sending it to the end-user.

During monthly case audits, the content team leads review each Work/Life consultant's compliance with edits made by the editors. Team leads audit three to five cases per consultant per month. The Work/Life team lead will cross-reference the edited copy of the case with the final product that the consultant sent to the end-user. The case audit also includes a review of the consultant's compliance with established protocols related to logging information in the case management system and overall case completion. The team lead reviews any discrepancies with the consultant. Team leads meet with the editors monthly to review individual team members' overall performance.

Consultants who consistently make errors are put on quality improvement plans. The consultant will meet with his/her team lead and an editor to receive guidance and tips for improvement. Failure to show an improvement in quality is grounds for termination.

The editors' work is also subject to a quality assurance process. Each month, the managing editor audits 10 cases per editor to ensure thoroughness and accuracy. Failure to meet department standards will subject the editor to disciplinary action up to and including termination.

Grievance Procedures

Deer Oaks is committed to providing the highest quality of services possible. As part of this mission, any complaint is considered very seriously. Deer Oaks remains committed to recognizing any errors made and/or ways to improve upon services.

Informal Grievance

- If you wish to file a complaint regarding your counselor, you are encouraged to file the complaint with the counselor first.
- If you wish to file a complaint regarding other aspects of services, you are encouraged to file the complaint informally first, establishing verbal contact with the person who is the object of the complaint.
- Any individual filing a complaint is encouraged to offer a proposed resolution to his/her grievance.

Formal Grievance

If you feel that resolution has not been arrived at through this informal process, you are encouraged to file a written, formal complaint by calling the toll-free number: (866) 327-2400. You may also submit a complaint in writing to: Deer Oaks EAP Services- EAP Account Management, 126 E. Main Plaza, Ste. 1, San Antonio, TX 78205.

Complaints are acknowledged within two (2) business days and submitted for resolution to the appropriate department/Account Manager. The Account Manager will coordinate efforts to resolve the complaint with the appropriate personnel and escalate the complaint to the Director of Account Management if needed. The Account Manager and/or the Director of Account Management will contact you to discuss your complaint and develop an appropriate resolution. Concerns will be documented, including a complete description of the complaint and the actions taken for resolution.

Employers and supervisors file their complaints/grievances in the same manner as noted above. The Director of Account Management will notify the employer or employer's designated staff in a timely manner of any formal complaints, and detail how each was resolved, within the bounds of confidentiality.

Provider Complaints

Provider complaints are entered into our case management system and become a permanent entry in the provider's record. We may receive complaints directly from employees or from account management. Every complaint is investigated for validity and to determine if there is cause for serious concern. If we determine that the complaint is based on the individual employee's own preferences/opinion, we will make a note on the provider's record, but will not remove him/her from our network. If the complaint is substantiated, we will remove the provider from the network. We can also track whether a particular provider should not be referred to employees of a particular organization. As soon as the complaint is received, the employee will be referred to an alternate provider to ensure that there is no interruption of service and support for the individual in need.

Data Systems and Security

TouchStone Case Management System

Our ability to gather and report meaningful, consistent clinical and administrative data is unsurpassed. Deer Oaks' case management system, TouchStone, is a custom application that was created by an in-house development team that included not just IT expertise, but also input from clinical staff. As such, our case management system is the only application to have been created by an EAP provider that is used in the delivery of EAP services. It is also the only web-based case management system to combine EAP and Work/Life data, allowing the entire range of counselors and consultants to work from the same system anytime, anywhere. Every interaction with an employee is stored in TouchStone, ensuring that each time an employee contacts the EAP, he will not have to reiterate any information already provided.

Only the personal data necessary to serve an individual's unique request is collected and stored securely in TouchStone. Our servers are located in two (2) locations. Data may reside in one, or both, locations to allow for system and service redundancy. No employee information is ever accessible to a client company. All clients' data is in the same database. Specific client records are identified and classified per client requirements.

TouchStone has been subject to extensive testing for both functionality and security. Since the system was launched more than two years ago, there have been no security breaches. In addition, a number of high-profile clients with stringent security requirements have performed external system audits, following which no issues were identified.

The system was built on .Net framework and is accessible on the web with SSL encryption, securing the transmission between server and client application. On the back-end, the application runs on a SQL server. Users accessing TouchStone are authenticated through Active Directory and/or an SQL server authentication mechanism. Authorization is done based on the users' roles. Roles define access levels to the modules and features in the system. Users are given the minimal access level to perform their tasks.

If a security breach of any data system is identified, senior management is immediately notified. If evidence exists that criminal elements are involved, law enforcement is contacted for further assistance in evidence gathering and forensics. All security incidents that involve data loss will be treated as serious. Determination is made on a case-by-case basis as to whether to immediately isolate the system

from external and internal access. In the event that we ever suffer a data loss, we will communicate that to our customers in the most appropriate way.

Phone System

Our call center uses CMS, a telephone software product used in conjunction with Avaya PBX communication services, to process a large volume of calls through automatic call distribution (ACD). Through this system, we have the ability to organize call flows to specific teams, track performance of consultants, and measure service level agreements for answer time, total calls, and abandonment rates. The telephone system is linked to a live data reporting tool that is monitored continuously by operations management and the quality team. This allows oversight of data related to call answer times, abandonment rate, and call volume. If there is a spike in volume or heightened answer time, we have protocols in place for reassigning staff resources as needed.

2.4.5 DESCRIPTION OF PROJECT TEAM ORGANIZATION; NAMES AND RESUMES OF TEAM MEMBERS

Deer Oaks will provide Travis County with our signature high-touch account management approach that offers flexibility and enhanced program customization to meet the County's unique and changing needs. This approach begins with a dedicated account manager who serves as the primary point-of-contact for program implementation and day-to-day operations and goes a step further by assigning additional support team members to the account to ensure that all needs are met at all times.

Monique Ortiz, Account Manager will serve as the County's primary account manager. Ms. Ortiz will work hand-in-hand with County POCs ongoing from contract inception and seek to truly understand the County's goals and objectives for the EAP. She will listen to County and departmental needs, customize the program to be responsive to those needs, and rapidly address evolving needs and concerns. Through consultation with POCs and Department Heads, Monique will coordinate ongoing program promotional campaigns, discuss utilization and program trends, identify key issues and develop innovative solutions through programming and consultation.

The Deer Oaks team seeks to gain a full understanding of the challenges the County faces in order to design targeted communication plans and to determine how to best provide support at every level. This is a vital component of the services we deliver and goes beyond processes and procedures- *we also want to understand your values and vision.* This will be an on-going process and is something we remain committed to throughout the contract term.

Additional benefits of our high-touch account management approach include:

- Aggressive program promotion
- Monthly contact calls with Points of Contact
- Comprehensive implementation planning session and customization to meet client needs
- Individualized health and wellness programs across agencies (within the scope of EAP)
- Quarterly utilization review meetings
- Customized Managerial Assistance Programs
- Individual telephonic supervisor support
- Comprehensive monthly electronic newsletters
- Ongoing review of provider coverage to ensure exceptional access

Dedicated Account Manager

Monique Ortiz, Account Manager will serve as dedicated Account Manager to Travis County and will serve as the County's primary liaison. She is responsible for the overall contract management and will develop an implementation plan, oversee training, reporting, communications, billing and investigate any complaints.

Monique manages many of Deer Oaks' public employer accounts in Texas including the Austin Community College, Fort Bend County, Brazos County, and the City of Bryan, to name a few. Her ability to customize programming to various employers and individual departments, to develop innovative programming to increase utilization and to manage a smooth transition make her ideally suited to serve Travis County.

Support Team Members

Deer Oaks utilizes a team approach to administer EAP and Work/Life services to its clients. Therefore, Monique will lead an implementation and support team comprised of the following personnel:

- *Kira Rogers, Psy.D, HSP-P, Regional Clinical Manager*
- *Carolyn Knowles, Senior Account Manager*
- *Greg Brannan, Director of Business Development & Training Consultant*
- *Alicia Barrera, Executive Director of EAP*

This team is highly qualified and possesses the experience, knowledge, and diverse skills to provide the highest possible level of service to County employees and their families. The team has a long history of successful EAP service delivery and management experience, as well as diverse backgrounds and skills related to all aspects of EAP administration and management of large behavioral health contracts. The Support Team Members will be knowledgeable about Travis County's processes and procedures and participate in the implementation and ongoing administration of the County's program. They will work hand-in-hand with customer and clinical account managers to provide the highest level of customer service, individualization and coordination of the EAP benefit. They will ensure that the EAP program for the County is managed effectively and efficiently.

Additionally, all client specifications, communication and program design are tracked in a centralized database available to project team members. This database serves as a useful management tool and ensures the accurate transfer of details from one staff person to another so that any staff member can assist a client at any time. Through bi-weekly staff meetings, the team is provided with organizational, operational, project and task updates, during which time any concerns regarding project resources may be discussed and an appropriate action plan developed/implemented to ensure we maintain our high standards on any given project.

Team Roles in Account Administration

Corporate Resources to Support the Contract		
Type	**Key Tasks**	**Personnel**
Primary Account Manager	• Overarching responsibility for contract performance • Contract management and day-to-day customer interaction • Executive representative for interface with senior personnel during transition and contract performance • Available on an as-needed basis daily	Monique Ortiz, Account Manager
Secondary Account Manager	• Provides direct support to the Primary Account Manager • Assists with account management-related activities for the County • Knowledgeable about the County's processes and procedures • Assists in program implementation, new initiative development, reporting and quality assurance	Carolyn Knowles, M.P.S, Senior Account Manager
Regional Clinical Manager & Account Manager	• Supports clinical quality assurance activities • Corporate liaison for clinical service delivery • Supports training program development	Kira Rogers, Psy.D, HSP-P
Director of Business Development & Training Consultant	• Primary contact during the RFP process • Supports training program development for clients upon request	Greg Brannan
Executive Director of EAP	• Overall strategic and operational responsibility for staff, programming, and execution of services for clients • Ensures financial, material, and personnel resources are allocated to ensure contract performance • Ensures ongoing programmatic excellence and quality assurance activities	Alicia Barrera

2.4.8 DESCRIPTION AND LOCATION OF SERVICE FACILITIES

Deer Oaks has an extensive national network of 54,000+ counselors located in every state and Puerto Rico including *5,400+ counselors in the State of Texas.* This network includes *395 counselors within a 30-mile radius of Travis County zip code 78701* available to provide in-person counseling services to County employees and their family members. We also have 8,000 counselors globally.

Providers/provider groups are contracted on a per session basis for the provision of in-person short-term counseling, group therapy, on-site training, conflict resolution, critical incident response services and DOT Substance Abuse Professional (SAP) Evaluations. Before becoming part of our network, provider credentials are verified through a process that includes strict primary source qualification and reference verification. Each provider's application is thoroughly reviewed by our credentialing committee, which makes the final determination. Each counselor is then re-credentialed every three (3) years to ensure ongoing compliance.

The minimum standards for network inclusion in the US are as follows:

- Possession of a minimum of a master's degree in a mental health discipline
- Three years minimum post master's experience in the direct provision of clinical care
- Current and unrestricted license as a mental health practitioner at the independent practice level
- Maintenance of professional liability insurance at the level of $1 million per occurrence and $3 million aggregate
- Attestation/disclosure to the existence of prior sanctions or limitations to license, malpractice claims history, the existence of felony convictions, and the ability to perform the essential functions of an EAP counselor

This extensive provider network enables us to quickly respond to requests for on-site services in the case of a critical event or training request and to match members with counselors that meet their specific needs (i.e. language, gender, ethnicity, specializations, appointment time, etc.) wherever they may reside throughout the United States.

Travis County Provider Network Summary

Of the *5,400+ counselors serving on our Texas provider network, 395 providers are located within a 30-mile radius of Travis County zip code 78701*. These providers hold a variety of credentials and are available to provide in-person counseling services to County employees and their family members, as well as provide on-site services at County offices including critical incident stress debriefings, conflict resolution sessions, and trainings.

Deer Oaks' counselors range in age, gender, ethnicity, race, expertise, treatment specialty areas and language capabilities. With a number of counselors to choose from, Deer Oaks can ensure County members receive individualized service from counselors that meet their specific needs (i.e. language,

gender, ethnicity, specialty with certain presenting problems, evening and weekend appointments, etc.) as well as receive timely appointments. Evening, weekend, and holiday appointments are available for added convenience and participants can always access the EAP for intake, assessment, and emergency services 24 hours a day, seven days a week, 365 days a year by calling the Deer Oaks Helpline. In-the-moment telephonic support for crisis situations is available 24/7.

Professional Counselor	West Lake Hills	TX	Travis County	78746

National & Global Network

In addition to its local Travis County provider panel, Deer Oaks also has existing mental health provider networks in all 50 states and Puerto Rico totaling 54,000+ providers and an additional 8,000 providers globally. Our national and global networks enable us to provide services to all family members meeting the eligibility criteria even if they are traveling or attending school in another state. By calling the Helpline, they can easily access services and be assisted in scheduling an in-person appointment with a licensed counselor in their particular location.

Monitoring the Affiliate Counselor Network

All provider information is maintained within our Network Advantage System, which integrates the latest web technology to support the entire range of network-related activities, including provider recruitment, credentialing, contracting, data management, and referral/reimbursement processes. Our multidisciplinary network system tracks various licenses and certifications, as well as more than 95 treatment specialties to facilitate specific searches. Search criteria include language requirements as well as qualifications for responding to specific needs.

This system is also designed to flag potential affiliate issues for review throughout the entire credentialing process. Rather than just processing applications and obtaining required information, we analyze and synthesize affiliate data, helping to ensure that we can most effectively screen affiliates prior to sending member referrals.

Any anomalies or quality issues related to the providers in our network are immediately reported to the network manager, who reviews them with the lead clinical supervisor for appropriate follow-up. A record of performance is kept in our case management system, readily available for review. All provider complaints are entered into our case management system and become a permanent entry in the provider's record. Every complaint is investigated for validity and to determine if there is cause for serious concern. If we determine that the complaint is based on the individual employee's own preferences/opinion, we will make a note on the provider's record, but will not remove him/her from our network. If the complaint is substantiated, we will remove the provider from the network. We can also track whether a particular provider should not be referred to employees of a particular organization. As soon as a complaint is received, the employee will be referred to an alternate provider to ensure that there is no interruption of service and support and for the individual in need.

Finally, Deer Oaks utilizes Affiliate training programs, monthly contact and quality control procedures to ensure an exceptionally high level of service and familiarity with both the EAP and our clients' plans. Our training program for our in-house counselors is delivered primarily by internal clinical staff, but also includes specific training from our account management team and recognized experts in specific fields on various subjects, including the history of EAPs, serving the corporate customer, risk assessment, handling suicidal clients on the telephone, substance abuse assessment, crisis intervention/trauma response, handling management referrals, flagged cases for high risk (including third-party disclosure), and unique client skills training. A training plan is developed for all counselors in order to ensure widespread competencies.

Global Provider Institute

Affiliate Counselors are also invited to participate in the Global Provider Institute, which includes 10 hour-long sessions annually covering topics such as cognitive behavioral therapy, short-term solution-focused counseling, and other relevant EAP topics. Our Global Provider Institute offers a webinar series to provide our affiliates with the opportunity to enhance their knowledge. Each hour-long session is designed to expand our providers' clinical repertoire in treating participants and in their understanding of the emerging treatment options available. Upon completion, participants receive a certificate of attendance. In addition, providers are able to earn one continuing education unit (CEU)/continuing development unit (CDU) for attending each session, for a total of 10 CEUs/CDUs. These webinars are offered free of charge to our Affiliates.

Recently offered sessions include:

- Managing On-site Critical Incidents
- Mental Health Effects of Domestic Violence
- Alerting Managers to the Signs and Symptoms of Troubled Employees
- The Impact of Stress and Social Support on Burnout
- Depression and Suicide Prevention

2.4.9 TOTAL NUMBER OF EMPLOYEES BOTH INSIDE AND OUTSIDE OF TRAVIS COUNTY

Deer Oaks is headquartered in San Antonio, Texas. Austin is just a short drive from San Antonio for our Account Managers. Additionally, because we have many accounts in Austin already, Deer Oaks already has a strong presence in Austin.

Exhibit 2 to Attachment A,
Description of Services Questionnaire

	Helpline	Proposer response
2-3	How many staff are available to handle helpline phone calls? Are staff employed by you or subcontracted?	The number of staff available to handle helpline calls varies throughout the day and is dependent on the average call volume for that day/time. Staff are subcontracted through Workplace Options, a leader in the EAP and Work/Life industry.
2-4	What are the credentials of your associates who staff the phones and authorize referrals?	Deer Oaks has both clinical and work/life personnel who staff the 24-hour Helpline. Below are the general qualifications for our Work/Life Personnel and Telephonic Counselors/Case Managers: Work/Life Consultants Answer the Helpline during normal business hours; provide Work/Life Consultation and Referral Lists Our Work/Life Consultants are content experts in various areas of the Work/Life spectrum (e.g., child care, adult/elder care, daily living) and are also cross trained in all Work/Life areas. We hire individuals with a rich combination of education and experience who display a unique mix of academic and practical knowledge. Following are the educational and experience requirements of our work-life consultants: • Elder Care: A master's degree in counseling, social work, or a related field, plus three to five years of direct experience within elder care systems/facilities. • Child Care: A bachelor's degree in early childhood education, elementary education, or a related field, plus at least three years of direct care experience. • Daily Living: A bachelor's degree and one to two years of related experience.
		Our extensive in-house training includes 224 hours of classroom training, 90 days of training with the team, and conducting research with close monitoring. After trainees pass the training period, they are required to undergo 20 additional hours of training annually.Telephonic Counselor QualificationsProvide telephonic assessments, counseling and crisis intervention during normal business hours; answer the Helpline after-hours; handle requests for mandatory referrals and management consultationsOur clinical call center counselors, at a minimum, have a recognized master's degree in counseling.

Draft

2-5	Please describe the ongoing training received by the helpline counselors.	Additionally, telephonic counselors must have 450 hours of face-to-face counseling experience under clinical supervision over a period of three years (full- or part-time) and must complete induction training including assessment skills training, risk assessment and crisis response, and outcome management. However, the majority of our telephone counselors have significantly more experience, gained over a period of many years of professional clinical practice. Our training program is delivered primarily by internal clinical staff, but also includes specific training from our account management team and recognized experts in specific fields on subjects including the history of EAPs, serving the corporate customer, risk assessment, handling suicidal clients on the telephone, substance abuse assessment, crisis intervention/trauma response, handling management referrals, flagged cases for high risk (including third-party disclosure), and unique client skills training. A training plan is developed for all counselors in order to ensure widespread competencies.
2-6	Provide a detailed list of all the referral opportunities that will be accessible to participants through the helpline. (i.e. financial advisors, legal assistance, etc…)	Counselors provide referrals as clinically needed to the employer group's health plan, community resources, legal resources and attorneys, child/elder care resources, and financial counselors/planners. Deer Oaks maintains a referral network of community resources to facilitate referrals outside of the EAP and coordinates with other health and wellness vendors when needed.
Counseling Sessions and Services		**Proposer response**
Please confirm if you provide counseling sessions to assist participants with the following:		
3-1	Stress	Confirmed
3-2	Psychological or emotional problems	Confirmed
3-3	Crisis intervention	Confirmed
3-4	Financial counseling	Confirmed
3-5	Marital and/or family problems	Confirmed
3-6	Child and/or adolescent problems	Confirmed
3-7	Substance abuse	Confirmed
3-8	Eating disorders	Confirmed
3-9	Management of anger/conflict/violence	Confirmed
3-10	Elder Care	Confirmed
3-11	Others (please list):	Any other issues which may be affecting the participant's functioning. Deer Oaks offers individual and group short-term, face-to-face counseling sessions for a variety of issues such as occupational, grief, family, stress, and chemical dependency. In-person, telephonic and online modalities are available.
3-12	Are counseling sessions and services provided by in house staff or contractor?	Counseling sessions are provided by network counselors
3-14	Are counseling services available on-site at your facility? If so, please list locations.	Counseling services are available on-site at network provider facilities.
	Network for counseling services:	

Draft

3-18	Number of counselors located in Travis County?	172
3-21	Describe your process for ensuring diversity within your network of providers.	Deer Oaks does not discriminate in any of these areas as part of its hiring practices.
3-23	How do you ensure network providers provide an office which provide confidentiality, physical safety and security, and easy accessibility for those needing accommodation under ADA? If so, please describe your process.	Deer Oaks requires provider facilities to meet ADA standards. All Deer Oaks network providers must adhere to Deer Oaks' confidentiality standards as well as follow all local, state, and federal laws.
Substance Abuse Program		**Proposer response**
4-2	What information and reports from your substance abuse program are provided to the customer?	Deer Oaks makes recommendations concerning education, treatment, follow-up testing, and aftercare. In support of the County's Drug-free Workplace Program, Deer Oaks will coordinate a referral to a DOT Substance Abuse Professional (SAP).
Critical Incidents		**Proposer response**
5-1	Please describe how you handle critical incidents which affect employees in the workplace.	EAP Specialists are available within 24-48 hours of the critical incident or trauma to provide group and individual critical incident stress debriefing with recommendations for follow-up treatment.
5-2	What types of critical incidents have your responded to and handled within the last 3 years?	Deer Oaks has responded to a wide range of critical incidents including, but not limited to: employee deaths, suicide, hostage situations, workplace accidents, natural disasters, school shootings, etc.
5-3	How quickly do you respond to critical incident requests from a customer?	Deer Oaks is typically on-site within 24-48 hours of notification of the incident. However, we have responded within shorter time frames when requested.
5-4	What is the availability of your critical incident response team (24/7/365)?	24/7/365
Training Programs and Consultations		**Proposer response**
6-2	Is the training provided by sub-contractors or employees?	Trainings are provided by Subcontractors. All of Deer Oaks' seminars are developed by Doctoral-level clinicians and conducted by subject matter experts.
6-4	Please provide demographic profile of trainers.	Deer Oaks makes every effort to utilize trainers with diverse backgrounds. Deer Oaks is an equal-opportunity employer.
6-5	What languages can the helpline staff communicate in?	Many of Deer Oaks' helpline staff are bi-lingual and multi-lingual. Additionally, Helpline staff have the use of a telephonic translation system which can translate over 150 of the most common languages.
Participant and Client Satisfaction		**Proposer response**
8-5	Will you customize the participant survey for the County if requested?	Yes
Reporting & Web Site		**Proposer response**
9-1	Please list all standard reports provided to client.	Deer Oaks provides Quarterly and Annual Calendar Year Reports to analyze trends in utilization of the EAP benefit.
9-2	How often are the reports provided?	Quarterly and Annually as a standard. Ad-hoc reports can be provided at no cost.
9-4	Do you have an employer/administrator portal or web site?	Yes

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9-5	If so, what services/features are available through the site?	Specialized online EAP services available at www.deeroaks.com, including topical libraries, health and wellness articles & presentations, child/elder care resources, legal and financial tools, and skillbuilder courses
9-6	Do employers have the ability to run reports through an employer web site/portal?	Reports can be delivered through an employer website/portal
9-7	Do employers have the ability to run ad hoc reports?	Yes, at no cost
9-8	Are there any fees associated with running reports? If so, please list additional fees.	No.
9-12	Is the web site/app available in any other languages?	Yes, the website can be read in English or Spanish. The App may be available in Spanish at some point in the future.
9-13	Can the web site be branded specifically for Travis County?	Yes.
Implementation and Other Services		**Proposer response**
10-3	Do you have experience placing EAP counselors on-site? If so, please describe program and program experience.	Yes, Deer Oaks regularly places on-site for CISD services. Deer Oaks has experience sending CISD counselors on-site to multiple worksites simultaneously, such as for Texas Department of Health and Human Services.
10-4	Please describe any other services and programs you offer which you think may be of interest to the County. Be sure to include any fees or premiums for listed services and programs.	Deer Oaks offers the County the widest scope of services in the industry including Identity Theft Monitoring, Concierge, state-of-the-art website, and more. These services are included at no additional cost.

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Work Life Programs	**Quantity of Service provided and limitations or exclusions.**
Legal:	
Consultations with an attorney. How long? How many per year?	Yes. Covered Issues: Family Law, Criminal, Bankruptcy, Adoption, Elder Care/Wills/ Trusts/Estate Planning, Consumer IssuesCoverage available in all 50 states
Financial:	
Financial Counseling consultations. How long? How many per year?	Unlimited telephonic (no limit to the length of the session) consultation with a financial counselor qualified to advise on a range of financial issues such as bankruptcy prevention, debt reduction and financial planning

Referrals and assistance finding day care/elder care.	Yes. -Work/Life Consultants consult with members regarding their Work/Life needs, streamline searches, and provide a list of up to three (3) referrals per request within 12 hours for standard work/life cases and within six hours for urgent cases -Searchable database of Childcare/Eldercare Resources -Tools for Balancing Work and Family -Extensive online and community resources covering a variety of Work/Life issues including, but not limited to child care, elder parent care, adoption, education, and daily support services.
Webinars available to participants and supervisors on work/life topics.	Yes. Up to 50 or 75 hours. Plus, access to free monthly topical webinars via the Deer Oaks website.
Retiree Assistance Programs or Resources.	Yes. The Retiree Assistance Program provides full EAP program services for retirees and their family.

Option to add this service for additional PEPM fee

Tobacco cessation program.	Deer Oaks also offers in-depth, multi-week Health & Wellness Seminars including a Tobacco Cessation series. Each session includes an introduction, rules of the road, individual attention, information, discussion and assignments. Additionally, Deer Oaks also has an online Tobacco Cessation training available on its website.

Draft

ATTACHMENT B

FEE RATES, PAYMENT SCHEDULE AND INVOICING REQUIREMENTS

1.0 **FEE RATES:** The fees payable under this Contract are subject to Part III, section 4.

2.0 **FEE EXHIBIT:** This Attachment includes Exhibit 1 Fee Schedule and Included Services which states the per employee per month fee and fees for all other services. These fees are payable by County related to EAP Services. This Attachment also includes the criteria for calculating costs during this Contract.

3.0 **CONTRACTOR INVOICING REQUIREMENTS:**

3.1 Other Applicable Requirements. Invoicing shall be performed in compliance with Part III, section 4 and Part IV sections 4.2 and 4.5 in addition to this Attachment B.

3.2 Content of Invoices for Other Services not included in PEPM rates. Contractor shall include at least the following information in invoices for Services not included in PEPM rates:

3.2.1 Name, address, and telephone number of Contractor,

3.2.2 County contract number,

3.2.3 Types of Services provided,

3.2.4 Period when Services were provided

3.2.5 Fees rates for each Service provided

3.2.6 Number of applicable units of service (i.e., hours, SAP programs),

3.2.7 Amount due for each type of service provided,

3.2.8 Total amount due, and

3.2.9 Any additional information relevant to payment for those services

Draft

3.3 Submission of Invoices for Other Services. Contractor shall submit these invoices to County at the following address:

Travis County Human Resources Management Department
Attn: John Rabb
P.O. Box 1748
Austin, Texas 78767

4.0 **CONTRACTOR INVOICING REQUIREMENTS:**

4.1 Other Applicable Requirements. Invoicing shall be performed in compliance with Part III, section 4 and Part IV sections 4.2 and 4.5 in addition to this Attachment B.

4.2 Invoicing and Calculation of PEPM Fee. In this section 4.0, “Employee” means a regular

employee who is employed on or before the first Day of the month and excluding Employees with effective dates of employment occurring after the first Day of the month. County shall calculate the monthly PEPM Fee by multiplying the number of Employees by the PEPM Fee amount in Exhibit 1 to this Attachment B. County shall provide Contractor with a statement of amounts due when County pays Contractor. The Due Date for payment is the first Day of the next full calendar month. If Contractor does not agree with County's opinion about the number of Employees, County and Contractor shall resolve the issue as described under Section 7 – Dispute Resolution.

4.3 Contents of Administrative Fee Invoices. With its monthly payment of administrative fees, County shall provide Contractor with a statement that indicates the following:

4.3.1 Name, address, and telephone number of Contractor,

4.3.2 County contract number,

4.3.3 The quantity of each type of Service performed, i.e. the number of Employees during the prior month as reflected in the County payroll system.

4.3.4 The PEPM rate applicable to the current contract or option year based on the number of Counseling Sessions and hours of training stated in the contract for this year and the modification to exercise the options to extend the Contract and the rates as stated in Exhibit 1 to this Attachment B,

4.3.5 Total amount due, and

4.3.6 Any additional payment information required by the Contract.

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5.0 PAYMENT SCHEDULE:

5.1 Due Dates. County shall pay invoices other than those for PEPM fees no later than thirty (30) days after receipt of the Services or receipt of the invoice, whichever is later. County has no obligation to pay for Services not included in PEPM until after receipt of a detailed bill. However, for all payments due under this Contract for Services not included in the PEPM, the payment is due based on date Services are satisfactorily performed or the date a correct invoice is submitted and determined in compliance with Texas Government Code Chapter 2251.

5.2 Payment. County shall make payments for PEPM fees in compliance with Part IV, section 4.5. County shall make payments for reimbursement of Services not included in the PEPM fees in compliance with Part IV, section 4.5. All payments under this Contract are subject to Part III, section 4.

5.3 Annual Reconciliation. For each Contract Period, Contractor reconciles the total amounts County paid with the total amounts County owed. Contractor provides County with a copy of the reconciliation with explanations as needed. If the reconciliation indicates that Contractor owes County money, Contractor shall pay County within thirty (30) Days after the reconciliation is complete. If the reconciliation indicates that County owes Contractor money, Contractor invoices County for the amount due. If County agrees the amount is due, County pays Contractor within thirty (30) Days after receiving notification of the amounts that County owes Contractor. For payments made after this thirty (30) Day period, County pays Contractor interest

on these amounts at the interest rate determined in compliance with Texas Government Code Chapter 2251.

5.4 Terminal Reconciliation. If the Contract is terminated, Contractor reconciles the total amounts County paid since the most recent previous reconciliation with the total amounts County owed since the most recent previous reconciliation. Contractor provides County with a copy of the reconciliation with explanations as needed. Contractor pays County the amount owed with thirty (30) Days after Contractor performs a final reconciliation if C owes County money. If the final reconciliation indicates that County owes Contractor money and County agrees the money is owed, County pays Contractor within thirty (30) Days after receiving notification of the amount owed.

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Created 11-13-14 at 4:49 pm

Exhibit 1 to Attachment B,
Fee Schedule and Included Services

Services	Per Employee Per Month Fee	Additional Details
Short Term Counseling Sessions + 50 hours of on-site training		
Up to 5 counseling sessions, in person, telephonic or web video	$1.00 PEPM	This rate is guaranteed for six (6) years.
Up to 7 counseling sessions, in person, telephonic or web video	$1.38 PEPM	This rate is guaranteed for six (6) years.
Up to 10 counseling sessions, in person, telephonic or web video	$1.94 PEPM	This rate is guaranteed for six (6) years.
Short Term Counseling Sessions + 75 hours of on-site training		
Up to 5 counseling sessions, in person, telephonic or web video	$1.05 PEPM	This rate is guaranteed for six (6) years.
Up to 7 counseling sessions, in person, telephonic or web video	$1.43 PEPM	This rate is guaranteed for six (6) years.
Up to 10 counseling sessions, in person, telephonic or web video	$1.99 PEPM	This rate is guaranteed for six (6) years.
Additional EAP Services included in Base PEPM:		**Quantity of service provided and limitations or exclusions.**
Number of mediation hours included in PEPM cost.	Included in PEPM Fee	Yes. Unlimited telephonic mediation. Deer Oaks' telephonic mediation service offers supervisors, managers and HR unlimited telephonic consultations with a Deer Oaks Manager Assist Line Consultant to assess the circumstances surrounding an employee conflict and to discuss the potential need for conflict resolution support, on-site mediation, etc. In the Deer Oaks model, many of the individuals originally suggested as candidates for face-to-face mediation are referred for individual conflict resolution counseling through the EAP's mandatory referral process. Working with a counselor, these individuals are provided with practical conflict resolution skills that help them to better navigate their present situation and prepare them to better resolve any future conflicts. To request a telephonic mediation or other management service such as a mandatory referral, County supervisors and managers may either call the toll-free Helpline or our dedicated Manager Assist Line, which connects them directly to the clinical team without going through our general triage.

Cost per hour for additional mediation hours above those included in the PEPM cost.	Included in PEPM Fee	Yes. Unlimited telephonic mediation.
Implementation hours do not count towards the number of on-site training hours included in contract year.	Included in PEPM Fee. No, this does not count toward on-site training hours.	Yes. Implementation hours are unlimited and do not count toward on-site training hours
Mandatory referrals included?	Included in PEPM Fee	Yes. Unlimited mandatory referrals.
Additional fee(s) for follow up care for DOT SAP program.	Included in PEPM Fee.	Yes.
Number of on-site critical incident responses (CIR) included in PEPM.	Included in PEPM Fee.	Yes. Unlimited.
On-site attendance at two Travis County health fairs per year.	Included in PEPM Fee.	Yes. No limitations.
Quarterly utilization reports.	Included in PEPM Fee.	Yes. Confidentiality will be maintained.
Number of posters/brochures and flyers included in PEPM fee?	Included in PEPM Fee.	Yes. Unlimited electronic. The County will receive a CD with camera-ready materials. In addition, hard copies for each employee will be provided during implementation and on an on-going basis as required.
Work Life Programs		**Quantity of service provided and limitations or exclusions.**
Legal:		
Consultations with an attorney. How long? How many per year?	Included in PEPM Fee.	Yes. • Free thirty-minute telephonic advice consultation with an attorney. • Free thirty-minute in-person consultation with a plan attorney qualified to handle your issue. NO limit to the number of times you can use the service for different issues
Will preparation/review.	Included in PEPM Fee.	Yes. Interactive Online Will Preparation (located online in the Legal & Financial Center)
Financial:		
Financial Counseling consultations. How long? How many per year?	Included in PEPM Fee.	Yes. Free unlimited telephonic (no limit to the length of the session) consultation with a financial counselor
Are any additional financial counseling services included beyond the consultations?	Included in PEPM Fee.	Yes. Advantage Financial Assist services in Questionnaire Financial Services
Others:		

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Created 11-13-14 at 4:49 pm Identity Theft Monitoring/Assistance.	Included in PEPM Fee.	Yes. ID Theft Prevention & Recovery • Provides victims a 30-minute consultation with an Identity Recovery Professional
	Included in PEPM Fee.	Control Your ID: Free Online Identity Monitoring (located in the Legal & Financial Center)• Free registration- no service level or payment plan required• Re-register annually and update information as needed
Taxi/Sober Ride program.	Included in PEPM Fee.	This service is available once per year per participant with a maximum reimbursement of $45.00 (excludes tip).
Referrals and assistance finding day care/elder care.	Included in PEPM Fee.	Yes. -Work/Life Consultants provide a list of up to three (3) referrals per request within 12 hours for standard work/life cases and within six hours for urgent cases
Monthly Newsletters for Participants	Included in PEPM Fee.	Yes. These are provided monthly.
Monthly Newsletters for Supervisors/Managers	Included in PEPM Fee.	Yes. These are provided monthly.
Webinars available to participants and supervisors on work/life topics.	Included in PEPM Fee.	Yes. Up to 50 or 75 hours. Plus, access to free monthly topical webinars via the Deer Oaks website.
Retiree Assistance Programs or Resources.	Included in PEPM Fee.	Yes. The Retiree Assistance Program provides full EAP program services for retirees and their family.
Web site for employee discounts to goods and services.	Included in PEPM Fee.	Yes. Our web-based Savings Center
***Additional programs or services at additional PEPM*:**		
In-depth, multi-week Health & Wellness Seminars		
Live Well Standard Wellness Coaching: including Tobacco cessation program.	$.46 PEPM	In-depth, multi-week Health & Wellness Seminars including Tobacco Cessation program. Additionally, Deer Oaks has an online Tobacco Cessation training available on its website.
Online Health Risk Assessments:	$.24 PEPM	
Optional additional programs or services at unit pricing		
Additional training hours	$275/hr	

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Created 11-13-14 at 4:49 pm In-person mediation services	$275/hr	Using a network of fully qualified and experienced affiliate mediators tailoring the approach and engagement as and when County members require it for two-party or group mediation events.
On-Site Biometric Screenings:	$69/employee based on minimum of 100 tests per site per shift	
Cost for DOT SAP program/referral.	Cost - $500.00 per DOT/SAP program evaluation	Yes. Deer Oaks will coordinate a referral to a DOT Substance Abuse Professional (SAP), who provides Services in Questionnaire 4-1 through 4-4 Substance Abuse Program

Additional Available Services at Employee Expense

Additional legal services beyond the included consultations	• If representation is required, members receive a 25% discount off hourly attorney fees	Yes. • Excluded Issues: Employment as it relates to employees and family members, one's own business, class action lawsuits, taxes

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STATE OF TEXAS}
COUNTY OF TRAVIS}

ETHICS AFFIDAVIT (ATTACHMENT 3)

Date:_____
Name of Affiant:_____
Title of Affiant:_____
Business Name of Proposer:_____
County of Proposer:_____

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Proposer to make this affidavit for Proposer.

2. Affiant is fully aware of the facts stated in this affidavit.

3. Affiant can read the English language.

4. Proposer has received the list of Key Contracting Persons associated with this solicitation which is attached to this affidavit as Exhibit "A."

5. Affiant has personally read Exhibit "A" to this Affidavit.

6. Affiant has no knowledge of any Key Contracting Person on Exhibit "A" with whom Proposer 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.

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_____
Signature of Affiant

_____
Address

SUBSCRIBED AND SWORN TO before me by_____

On _____, 2014.

_____

Notary Public, State of _____

_____
Typed or printed name of notary

My commission expires:_____

EXHIBIT A
LIST OF KEY CONTRACTING PERSONS
September 15, 2014

CURRENT

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe	
Executive Assistant	Cheryl Brown	
Executive Assistant	Melissa Velasquez	
Executive Assistant	Josie Z. Zavala	
Executive Assistant	David Salazar	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis	Seton Hospital
Executive Assistant	Deone Wilhite	
Executive Assistant	Felicitas Chavez	
Executive Assistant	Sue Spears	
Commissioner, Precinct 2	Bruce Todd	
Commissioner, Precinct 2 (Spouse)	Elizabeth Christian	Consultant
Executive Assistant	Sara Krause*	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Gerald Daugherty*	
Commissioner, Precinct 3 (Spouse)	Charyln 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 Mgment & 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	

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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, CTPE
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 .....Vacant
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
HRMD, Director .....Debbie Maynor
HRMD, Benefits Manager.....John Rabb
HRMD, Benefits Administrator.....Shannon Steele
HRMD, HR Manager II .....Kim Austin-Smith
HRMD, HR Specialist, Sr.....Kristine Nilsen
HRMD, Risk & Safety Specialist, Sr.....John Brady
HRMD, Wellness Coordinator.....Josie Pena*

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FORMER EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Date of Expiration
Purchasing Agent Assistant III	Shannon Pleasant	08/22/15
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.

Proposer acknowledges that Proposer is doing business or has done business during the 365 day period immediately prior to the date on which this RFP is due with the following Key Contracting Persons and warrants that these are the only such Key Contracting Persons:

_____

_____

_____

_____

_____

If no one is listed above, Proposer warrants that Proposer is not doing business and has not done business during the 365 day period immediately prior to the date on which this RFP is due with any Key Contracting Person.

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS (ATTACHMENT 4)

Federal Executive Order 12549 requires Travis County to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification, the contractor/potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government or Travis County may pursue available remedies, including suspension and/or debarment.
2. The potential contractor shall provide immediate written notice to the person to whom this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principle," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by a federal department or agency, and/or Travis County, as applicable.

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Do you have or do you anticipate having subcontractors under this proposed contract?

____YES ____NO

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts; and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, any federal agency and/or Travis County may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered contractor/potential contractor:

☐ The contractor/potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency, the State of Texas, or Travis County.

☐ The contractor/potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the contractor/potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor | Vendor I.D. or Social Security No.

_____ _____

_____ _____

Signature of Authorized Representative | Date | Printed/Typed Name & Title of Authorized Representative

Draft

MUTUAL BUSINESS ASSOCIATE AGREEMENT
BETWEEN TRAVIS COUNTY AND CONTRACTOR

ATTACHMENT 7

This Business Associate Agreement ("BAA") is executed by the following parties:
Travis County, a political subdivision of Texas (“County”) and

Deer Oaks EAP Services LLC., a limited liability corporation of Texas ("Contractor").

RECITALS

County and Contractor are entering into a contract that involves access to information governed by HIPAA and HITECH.

They are entering into this BAA:

(1) to provide Contractor with satisfactory assurances, in accordance with 45 C.F.R. § 164.314(a), that County will appropriately safeguard any electronic protected health information that County creates, receives, maintains or transmits on Contractor’s behalf and

(2) to provide County with satisfactory assurances, in accordance with 45 C.F.R. § 164.314(a), that Contractor will appropriately safeguard any electronic protected health information that Contractor creates, receives, maintains or transmits on County’s behalf. 45 CFR 164.308 (b).

Draft

AGREEMENT

NOW, THEREFORE, County and Contractor mutually agree to the following terms and conditions.

I. TERM.

1.1. This BAA commences on the date on which it is signed by the last party to sign it. This BAA continues in force until it is terminated by one of the parties.

II. COUNTY RESPONSIBILITIES AND AUTHORITY

2.1. Directly Regulated County acknowledges that it is directly regulated by HIPAA and HITECH and Part 164.

2.2. County Compliance with Part 164. County shall comply with the applicable requirements of Part 164. 45 CFR 164.314 (a)(2)(A). County shall use appropriate safeguards and comply, where applicable, with Part 164 to prevent use or disclosure of electronic protected health information other than as provided for in this BAA. 45 CFR 164.504 (e)(2)(ii)(B).

2.3. Subcontractor Compliance with Part 164. County shall ensure that any subcontractors that create, receive, maintain, or transmit electronic protected health information on behalf of County agree to comply with the applicable requirements of Part 164 by entering into a contract with the subcontractor that complies with 45 CFR 164.314 (a)(2)(B). If County knows of a pattern of activity or practice of a subcontractor that constitutes a material breach or violation of the subcontractor's obligation under that contract, County shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps were unsuccessful, terminated the contract, if feasible. 45 CFR 164.502(e)(1)(iii).

2.4. Notice of Breach to Contractor County shall report to Contractor any security incident of which it becomes aware, including breaches of Contractor’s unsecured protected health information as required by 45

CFR § 164.410. County shall report to Contractor any successful security incident in detail as promptly as possible and no later than 2 business days after County becomes aware of it. County may report to Contractor unsuccessful security incidents in the aggregate at least once each quarter. County determines if there has been a data breach for data that initiated with County and whether data that initiated with County has been compromised. 45 CFR 164.314 (a)(2)(C).

2.5. Policies and Training County shall implement, maintain and enforce procedures and policies consistent with the applicable requirements of HIPAA, HITECH and Part 164. County shall provide its employees working in areas treated as a covered entity with appropriate regular training in these policies and procedures and compliance with the applicable requirements of HIPAA, HITECH and Part 164. County shall ensure that these employees comply with these procedures and policies.

2.6. Notice of Breach. Following the discovery of a breach of unsecured protected health information, County shall notify Contractor of the breach without unreasonable delay and no later than 60 calendar days after discovery of a breach. This notice shall include, to the extent possible, the identity of each individual whose unsecured protected health information has been, or is reasonably believed by County to have been accessed, acquired, used, or disclosed during the breach and any other available information that Contractor is required to include in its notice to the individual under 45 CFR § 164.404(c). For purposes of this paragraph, a breach shall be treated as discovered by County as of the first day on which that breach is known to County or, by exercising reasonable diligence, would have been known to County. County shall be deemed to have knowledge of a breach if the breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee, officer, or other agent of County. 45 CFR 164.410.

Draft

2.7. Permitted Uses and Disclosures County may use protected health information provided to County by Contractor data for the following activities:

2.7.1. Treatment of patients,

2.7.2. Payment,

2.7.3. Healthcare operations including quality assessment and improvement activities, competence or qualifications of health care professionals, conducting or arranging for medical review business planning and development, business management and general administrative activities of County,

2.7.4. proper management and administration of County,

2.7.5. Making protected health information available for amendment and incorporating any amendments to protected health information in accordance with Part 164, and

2.7.6. Making the information required to provide an accounting of disclosures available in accordance with Part 164.

2.8. Required Uses and Disclosures County shall disclose protected health information and make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by County available to the Secretary of the Department of Health and Human Services for purposes of determining Contractor's or County's compliance with Part 164. County shall also disclose protected health information to Contractor when requested by an individual or the individual's designee, as necessary to satisfy Contractor's obligations to provide the individual with access to inspect and obtain a copy of his or her protected health information in a designated record set, subject to the exclusions in §

164.524(a)(1), in the electronic format requested if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by the covered entity and the individual in compliance with Part 164.

2.9. Prohibited Uses and Disclosures County shall not use or further disclose genetic information for underwriting purposes or sell protected health information or use or disclose protected health information other than as permitted or required by the BAA or as required by law. For purposes of this paragraph, sale of protected health information means a disclosure of protected health information by County where County directly or indirectly receives remuneration from or on behalf of the recipient of the protected health information in exchange for the protected health information but does not include disclosure of protected health information as specifically limited in 45 CFR § 164.502(5).

2.10. Accounting of Disclosures Except as otherwise permitted or required by this BAA, County shall report to Contractor any use or disclosure of the information of which it becomes aware, including breaches of unsecured protected health information. 45 CFR § 164.410 and 45 CFR 164.504 (e)(2)(ii)(C).

2.11. Return or Destruction of Data At termination of the BAA, if feasible, County shall return or destroy all protected health information received from, or created or received by County on behalf of Contractor that County still maintains in any form and retain no copies of such information. If such return or destruction is not feasible, County shall extend the protections of the BAA to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

2.12. Compliance with Laws County shall comply with all applicable laws, rules and regulations in the performance of this BAA.

Draft

III. CONTRACTOR RESPONSIBILITIES AND AUTHORITY

3.1. Directly Regulated Contractor acknowledges that it is directly regulated by HIPAA and HITECH and Part 164.

3.2. Contractor Compliance with Part 164. Contractor shall comply with the applicable requirements of Part 164. 45 CFR 164.314 (a)(2)(A). Contractor shall use appropriate safeguards and comply, where applicable, with Part 164 to prevent use or disclosure of electronic protected health information other than as provided for in this BAA. 45 CFR 164.504 (e)(2)(ii)(B).

3.3. Subcontractor Compliance with Part 164. Contractor shall ensure that any subcontractors that create, receive, maintain, or transmit electronic protected health information on behalf of Contractor agree to comply with the applicable requirements of Part 164 by entering into a contract with the subcontractor that complies with 45 CFR 164.314 (a)(2)(B). If Contractor knows of a pattern of activity or practice of a subcontractor that constitutes a material breach or violation of the subcontractor's obligation under that contract, Contractor shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps were unsuccessful, terminated the contract, if feasible. 45 CFR 164.502(e)(1)(iii).

3.4. Notice of Breach to County Contractor shall report to County any security incident of which it becomes aware, including breaches of County's unsecured protected health information as required by 45 CFR § 164.410. Contractor shall report to County any successful security incident in detail as promptly as possible and no later than 2 business days after Contractor becomes aware of it. Contractor may report to County unsuccessful security incidents in the aggregate at least once each quarter. Contractor determines if there has been a data breach for data that initiated with Contractor and whether data that initiated with Contractor has been compromised. 45 CFR 164.314 (a)(2)(C).

3.5. Policies and Training Contractor shall implement, maintain and enforce procedures and policies consistent with the applicable requirements of HIPAA, HITECH and Part 164. Contractor shall provide its directors, employees, and volunteers with appropriate regular training in these policies and procedures and compliance with the applicable requirements of HIPAA, HITECH and Part 164. Contractor shall ensure that its directors, employees, volunteers and subcontractors comply with these procedures and policies.

3.6. Notice of Breach. Following the discovery of a breach of unsecured protected health information, Contractor shall notify County of the breach without unreasonable delay and no later than 60 calendar days after discovery of a breach. This notice shall include, to the extent possible, the identity of each individual whose unsecured protected health information has been, or is reasonably believed by Contractor to have been accessed, acquired, used, or disclosed during the breach and any other available information that County is required to include in its notice to the individual under 45 CFR § 164.404(c). For purposes of this paragraph, a breach shall be treated as discovered by Contractor as of the first day on which that breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor. Contractor shall be deemed to have knowledge of a breach if the breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor. 45 CFR 164.410.

3.7. Permitted Uses and Disclosures Contractor may use protected health information provided to Contractor by County data for the following activities:

3.7.1. Treatment of patients,

3.7.2. Payment,

3.7.3. Healthcare operations including quality assessment and improvement activities, competence or qualifications of health care professionals, conducting or arranging for medical review business planning and development, business management and general administrative activities of Contractor,

3.7.4. Proper management and administration of Contractor,

3.7.5. Making protected health information available for amendment and incorporating any amendments to protected health information in accordance with Part 164, and

3.7.6. Making the information required to provide an accounting of disclosures available in accordance with § 164.528.

Draft

3.8. Required Uses and Disclosures Contractor shall disclose protected health information and make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by Contractor available to the Secretary of the Department of Health and Human Services for purposes of determining Contractor's or County's compliance with Part 164. Contractor also shall disclose protected health information to County when requested by an individual or the individual's designee, as necessary to satisfy County's obligations to provide the individual with access to inspect and obtain a copy of his or her protected health information in a designated record set, subject to the exclusions in § 164.524(a)(1), in the electronic format requested if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by the covered entity and the individual in compliance with Part 164.

3.9. Prohibited Uses and Disclosures Contractor shall not use or further disclose genetic information for underwriting purposes or sell protected health information or use or disclose protected health information other than as permitted or required by the BAA or as required by law. For purposes of this paragraph, sale of

protected health information means a disclosure of protected health information by Contractor where Contractor directly or indirectly receives remuneration from or on behalf of the recipient of the protected health information in exchange for the protected health information but does not include disclosure of protected health information as specifically limited in 45 CFR § 164.502(5).

3.10. Accounting of Disclosures Except as otherwise permitted or required by this BAA, Contractor shall report to County any use or disclosure of the information of which it becomes aware, including breaches of unsecured protected health information. 45 CFR § 164.410 and 45 CFR 164.504 (e)(2)(ii)(C).

3.11. Return or Destruction of Data At termination of the BAA, if feasible, Contractor shall return or destroy all protected health information received from, or created or received by Contractor on behalf of County that Contractor still maintains in any form and retain no copies of such information. If such return or destruction is not feasible, Contractor shall extend the protections of the BAA to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

3.12 Compliance with Laws Contractor shall comply with all applicable laws, rules and regulations in the performance of this BAA.

IV. LIABILITY

4.1. County is not liable for and Contractor assumes full risk of any claims, damages or attorney's fees of every kind for injury to or death of any person and for damages to or loss of property arising in whole or in part, directly or indirectly, as a result of the operations, including acts and omissions, of the Contractor under this BAA.

Draft

4.2. Contractor is not liable for and County assumes full risk of any claims, damages or attorney's fees of every kind for injury or death of any person and for damages to or loss of property arising in whole or in part, directly or indirectly, as a result of the operations, including acts or omissions, of the County under this BAA.

4.3. By entering into this BAA, County does not waive, and shall not be deemed to waive, any right, defense, or immunity that County may have.

V. LIMIT ON AGENTS

5.1. No agent, official, employee, or representative of County has the authority to amend or assign this BAA or waive violations of it unless expressly granted this specific authority by the Commissioners Court.

VI. BREACH

6.1. The failure of either party to comply with the terms and conditions of this BAA is a breach of this BAA.

VII. MEDIATION

7.1. When mediation is acceptable to both parties in resolving a dispute arising under this BAA, the parties agree to use the Dispute Resolution Center of Austin, Texas as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE ANN., §154.023. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in TEX. CIV. PRAC. AND REM. CODE ANN., §154.073, unless both parties agree, in writing, to waive the confidentiality.

VIII. TERMINATION

8.1 County for Cause Termination. County has the right to terminate this BAA and the BAA, in whole or in part, for one or more of the following reasons at any time in compliance with 7.2:

8.1.1 Contractor fails to cease violations of this BAA or HIPAA or HITECH or Part 164,

8.1.2 Contractor has violated its policies and procedures arising from compliance with HIPAA or HITECH or Part 164 or both one or more times,

8.1.3 Contractor has failed to comply with any term or condition of this BAA, or

8.1.4 Contractor is unable to conform to changes required by federal, state or local laws or regulations related to performance under this BAA.

8.2 Procedure. At least thirty (30) days before the effective date of termination, County must notify Contractor in compliance with Article XIII of the decision to terminate this BAA, the existence and nature of the breach, the effective date of termination and, in the case of a partial termination, the portion of the BAA to be terminated. Contractor may avoid termination of this BAA pursuant to 7.1.1, 7.1.2, and 7.1.3 if Contractor cures the breach to the satisfaction of County within thirty (30) days of receipt of notice of breach. The time to cure may be extended, at the sole discretion of County, as long as the Contractor diligently continues to work toward completion of the cure. If the breach is not cured to the satisfaction of County prior to the effective date of termination or any extension of the date allowed by County in writing, the Contractor is in default and the participation of the Contractor is automatically terminated on that date.

8.3 Contractor For Cause Termination. Contractor may terminate this BAA, in whole or in part, at any time for any of the following reasons in compliance with 7.4:

Draft

8.3.1 County fails to cease violations of this BAA or HIPAA or HITECH or Part 164,

8.3.2 County has violated its policies and procedures arising from compliance with HIPAA or HITECH or Part 164 or both one or more times,

8.3.3 County has failed to comply with any term or condition of this BAA, or

8.3.4 County is unable to conform to changes required by federal, state or local laws or regulations related to performance under this BAA.

8.4 Procedure. At least thirty (30) days before the date of termination, Contractor must notify County in compliance with Article XIII of the decision to terminate this BAA, the reasons for termination, the effective date of termination and in the case of a partial termination, the portion of the BAA to be terminated. County may avoid termination of this BAA pursuant to 7.3.1 or 7.3.2 or 7.3.3 if County corrects the causes of the reasons for termination stated in the notice to the satisfaction of the Contractor prior to the effective date of termination.

8.5 Mutual Termination. Either party has the right to terminate this BAA, in whole or in part, when both parties agree, in writing, that the continuation of the activities under this BAA would not produce beneficial results commensurate with the further expenditure of funds and what conditions of termination will apply, including the effective date of termination and, in case of partial termination, the portion of the BAA to be terminated.

IX.NON-WAIVER AND RESERVATION OF REMEDIES

9.1. Non-Waiver. Any act of forbearance by either party to enforce any provision of this BAA shall not be interpreted as a modification of this BAA or as a waiver of any breach or default of the other party which then

exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this BAA shall not be interpreted as a waiver of that right or privilege. In this BAA, County and Contractor do not waive any immunity or defense that would otherwise be available to them against claims arising in the exercise of their governmental powers and functions.

9.2. Reservation of Rights and Remedies. All rights of both parties under this BAA are specifically reserved. Any payment, act or omission by a party must not impair or prejudice any remedy or right of that party under this BAA. Any right or remedy stated in this BAA must not preclude the exercise of any other right or remedy under this BAA, the law or at equity, nor must any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

X. ENTIRE AGREEMENT

10.1. Agreement All Inclusive. All oral and written agreements between the parties to this BAA relating to the subject matter of this BAA that were made prior to the execution of this BAA have been reduced to writing and are contained in this document.

XI. ASSIGNABILITY

11.1. Neither party may assign any of the rights or duties created by this BAA without the prior written approval of the other party. It is acknowledged by Contractor that no officer, agency, employee or representative of County has any authority to grant such assignment unless expressly granted that authority by the Commissioners Court.

Draft

XII. AMENDMENTS

12.1. Amendment of BAA. Any change to the provisions of this BAA must be made in writing and signed by both parties: County and Contractor. It is acknowledged by Contractor that no officer, agency, employee or representative of County has any authority to change the provisions of this BAA unless expressly granted that authority by Commissioners Court.

12.2. Contractor Request. Contractor must submit all requests for changes to this BAA to the County Purchasing Agent. The County Purchasing Agent must present the Contractor ’s requests to Commissioners Court for consideration.

12.3. County Request. County must submit all requests for changes to this BAA to the person designated for notice by Contractor. That person must present County's requests to the Contractor for consideration.

XIII. NOTICES

13.1. Written Notice. All notices sent pursuant to this BAA shall be in writing and either hand delivered or sent by registered or certified mail, postage prepaid, return receipt requested.

13.2. County Address. Notice sent pursuant to this BAA may be delivered or mailed to County. If delivered, notice shall be delivered at the following address:

County Purchasing Agent
700 Lavaca, Suite 800
Austin, Texas 78701

13.3. If mailed, notice shall be mailed to the following address:

County Purchasing Agent
P.O. Box 1748
Austin, Texas 78767

13.4. Contractor Addresses. Paper Notices sent pursuant to this BAA shall be delivered or mailed to Contractor at the addresses shown in its contract with County for third party administration service for its health plan unless notice of change has been provided.

13.5. Time of Delivery. When notices sent are hand delivered, notice is effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mail box or at a U.S. post office.

13.6 Change of Address. Contractor may change its address for notice under this contract by providing a notice of the change to County in compliance with this Article XIII.

XIV. INTERPRETATION OF CONTRACT

14.1. Third Party Rights Not Created. This BAA is not intended and shall not be interpreted to create any rights or remedies in any person or legal entity that is not a party to it and neither County nor Contractor is waiving any defense or immunity to which it is entitled against any person or legal entity that is not a party to it.

14.2. Law. This BAA is governed by the laws of the United States of America and the laws of Texas. This BAA is performable in Travis County, Texas.

Draft

14.3. Severability. If any portion of this BAA is ruled invalid by a court of competent jurisdiction, the remainder of it must be construed as if that portion were not included in the BAA and the remainder remains valid and binding.

14.4. Definitions. In this BAA, all words and phrases used in this BAA and defined in 45 CFR Parts 160 through 164 inclusive have the same meaning in this BAA as they have in 45 CFR Parts 160 through 164 inclusive. In addition, in this BAA

14.4.1. Business Day. “Business Day” means Monday through Friday unless County has designated one of these days as a County holiday.

14.4.2. Commissioners Court. "Commissioners Court" means the Travis County Commissioners Court.

14.4.3. HIPAA“HIPAA” means the Health Insurance Portability and Accountability Act of 1996.

14.4.4. HITECH “HITECH” means the Health Information Technology for Economic and Clinical Health Act of 2009.

14.4.5. Part 164. “Part 164” means 45 Code of Federal Regulations, Part 164 which forms a portion of the regulations issued under HIPAA and HITECH.

14.4.6. County Purchasing Agent. “County Purchasing Agent " means the Travis County Purchasing or her designee.

14.5. Computation of Time. When any period of time is stated in this BAA, the time must be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that County has declared a holiday for its employees, these days must be omitted from the computation.

14.6. Number and Gender. Words of any gender in this BAA must be construed to include any other gender and words in either number must be construed to include the other unless the context in the BAA clearly requires otherwise.

14.7. Headings. The headings at the beginning of the various provisions of this BAA have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this BAA.

XV. DUPLICATE ORIGINALS

15.1. This document is executed in duplicate originals.

TRAVIS COUNTY

By: _____
Samuel T. Biscoe, County Judge
Travis County, Texas

Date: _____

Draft

DEER OAKS EAP SERVICES, LLC.

By: _____

Name: _____

Title: _____

Date: _____

Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, November 18, 2014
Prepared By/Phone Number: Michael Winn, 854-4728
Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, County Clerk
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

CANVASSING ELECTION RETURNS AND DECLARING RESULTS IN TRAVIS COUNTY FOR THE NOVEMBER 4, 2014 JOINT GENERAL ELECTIONS FOR FEDERAL, STATE, DISTRICT, AND COUNTY OFFICEHOLDERS AND THE STATE CONSTITUTIONAL AMENDMENT

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

ORDER AND OFFICIAL ELECTION RESULTS ATTACHED

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

Susan Bell, Chief Deputy Clerk, 854-9587
Michael Winn, Director of Elections, 854-4728/632-5927
Michelle Parker, Assistant Director of Elections, 854-9193/914-6575

Related Departments Elizabeth Winn, County Attorney's Office 854-9415

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

ORDER CANVASSING ELECTION RETURNS AND DECLARING RESULTS IN TRAVIS COUNTY FOR THE FOR THE NOVEMBER 4, 2014 JOINT ELECTIONS FOR THE GENERAL, STATE CONSTITUTIONAL AMENDMENT, AND VARIOUS LOCAL ENTITY ELECTIONS

WHEREAS, a State Constitutional Amendment Election was held on Tuesday, November 4, 2014 to adopt or reject the proposed Constitutional Amendment in accordance with a proclamation issued by the Governor of the State of Texas pursuant to Section 3.003(a)(2) of Texas Election Code; AND a General Election was held on Tuesday, November 4, 2014, to elect federal, state, district, and county officers in accordance with a proclamation issued by the Governor of the State of Texas pursuant to Section 3.003(a)(1) of the Texas Election Code and an order issued by the Travis County Judge pursuant to Section 3.004(a)(1) of the Texas Election Code;

WHEREAS, pursuant to Section 67.002(a)(1) of the Texas Election Code, the Travis County Commissioners Court shall conduct a local canvass of the precinct election returns in Travis County for the November 4, 2014 Joint Elections for the General Election for federal, state, district, and county officers and for the State Constitutional Amendment Election;

WHEREAS, pursuant to Section 67.003 of the Texas Election Code, the Travis County Commissioners Court, which is the local canvassing authority, shall convene to conduct the local canvass, including County election returns of the November 4, 2014 Joint Elections for the General Election for federal, state, district, and county officers and for the State Constitutional Amendment Election, not earlier than the 8th day or later than 11th day after election day;

WHEREAS, pursuant to Sections 67.004(a) and 87.1231 of the Texas Election Code, the sealed precinct election returns for each election precinct in Travis County have been delivered to a quorum (defined as at least two members per Section 67.004(a) of the Texas Election Code) of the Travis County Commissioners Court and have been opened and canvassed;

WHEREAS, pursuant to Section 67.004(b) of the Texas Election Code, a tabulation has been prepared stating for the proposed Constitutional Amendment: (1) the total number of votes, including early voting votes, received in each election precinct in Travis County "for" the proposed Constitutional Amendment and the total number of votes, including early voting votes, received in each election precinct in Travis County "against" the proposed Constitutional Amendment; and (2) the sum of the precinct totals tabulated for the proposed Constitutional Amendment showing the total number of votes, including early voting votes, received in all the election precincts in Travis County "for" the proposed Constitutional Amendment, and the total number of votes, including early voting votes, received in all election precincts in Travis County "against" the proposed Constitutional Amendment; AND a tabulation has been prepared stating for each candidate: (1) the total number of votes, including early voting votes, received in each election precinct in Travis County "for" the candidate; (2) the total number of voters in each election precinct who cast a ballot "for" the candidate; and (3) the sum of precinct totals tabulated for each candidate showing the total number of votes, including early voting votes, received "for" the candidate in all election precincts

in Travis County in which the candidate appeared on the ballot;

WHEREAS, pursuant to Section 67.007(a) and (b) of Texas Election Code, the county election returns for the November 4, 2014 Joint Elections for the General Election for federal, state, district, and county officers and for the State Constitutional Amendment Election as set forth in Exhibit "A," attached hereto and hereby incorporated by reference herein for all purposes, include the (1) total number of votes received in Travis County "for" each candidate, (2) total number of votes received in Travis County "for" the proposed Constitutional Amendment Election and the total number of votes received in Travis County "against" the proposed Constitutional Amendment; and (3) total number of voters who cast ballots in Travis County "for" the proposed Constitutional Amendment Election and the total number of voters who cast ballots in Travis County "against" the proposed Constitutional Amendment; and,

WHEREAS, in accordance with Section 67.007, subsections (c) and (d), and Section 67.009, Texas Election Code, the County election returns for Travis County shall be delivered to the Texas Secretary of State as directed or instructed by the Secretary of State;

NOW, THEREFORE, the Travis County Commissioners Court hereby declares the results of the local canvass and approves the County election returns for the November 4, 2014 Joint Elections for the General Election for federal, state, district, and county officers and for the State Constitutional Amendment Election, as set forth in Exhibit A, attached hereto and hereby incorporated by reference herein for all purposes, showing for each candidate: (1) the total number of votes, including early voting votes, received in each election precinct in Travis County "for" the candidate; (2) the total number of voters in each election precinct who cast a ballot "for" the candidate; and (3) the sum of precinct totals tabulated for each candidate showing the total number of votes, including early voting votes, received "for" the candidate in all election precincts in Travis County in which the candidate appeared on the ballot, and also showing for the proposed Constitutional Amendment: (1) the total number of votes, including early voting votes, received in each Travis County election precinct "for" the proposed Constitutional Amendment, and the total number of votes, including early voting votes, received in each County election precinct "against" the proposed Constitutional Amendment; (2) the sum showing the total number of votes, including early voting votes, received in Travis County "for" the proposed Constitutional Amendment, and the sum showing the total number of votes, including early voting votes, received in Travis County "against" the proposed Constitutional Amendment; (3) the total number of voters, including early voting voters, who cast ballots in each election precinct in Travis County "for" the proposed Constitutional Amendment and the total number of voters, including early voting voters, who cast ballots in each election precinct in Travis County "against" the proposed Constitutional Amendment; and (4) the sum of the precinct totals tabulated for the proposed Constitutional Amendment showing the total number of voters, including early voting voters, who cast ballots in all the election precincts in Travis County "for" the proposed Constitutional Amendment, and the total number of voters, including early voting voters, who cast ballots in all election precincts in Travis County "against" the proposed Constitutional Amendment.

The results of the local canvass and the County election returns in Travis County for the November 4, 2014 Joint Elections for the General Election for federal, state, district, and county

officers and for the State Constitutional Amendment Election, as set forth in Exhibit A, attached hereto and hereby incorporated by reference herein for all purposes, shall be delivered to the Texas Secretary of State for final canvass as directed or instructed by the Secretary of State under Sections 67.007 and 67.009 of the Texas Election Code.

Be it so ordered on this, the _____ day of November, 2014.

Honorable Samuel T. Biscoe
Travis County Judge

Honorable Ron Davis
Commissioner, Precinct 1

Honorable Bruce Todd
Commissioner, Precinct 2

Honorable Gerald Daugherty
Commissioner, Precinct 3

Honorable Margaret Gómez
Commissioner, Precinct 4

EXHIBIT A

Travis County Commissioners Court Agenda Request

Beverly Evans for Rosemary Lehmberg

Meeting Date: November 18, 2014
Prepared By/Phone Number: Beverly Evans / 854-9522
Elected/Appointed Official/Dept. Head: Rosemary Lehmberg, District Attorney
Commissioners Court Sponsor:

AGENDA LANGUAGE:
Consider and take appropriate action on Equitable Sharing Agreement and Certification for federal forfeiture proceeds for the District Attorney's Office.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
The District Attorney's Office requests approval of the attached annual Equitable Sharing Agreement and Certification. Approval of this agreement is a prerequisite for the District Attorney's office to receive any equitably shared cash, property or proceeds from participation in an investigation or prosecution that results in a federal forfeiture. The certification must be submitted annually to the Department of Justice and the Department of Treasury.

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

Created 11-13-14 at 4:49 pm

Rosemary Lehmberg ✯ Travis County District Attorney
P.O. Box 1748 Austin, Texas 78767 • Telephone: 512-854-9400 • Fax: 512 -854-9695

MEMORANDUM

Beverly Evans for Rosemary Lehmberg

To: Travis County Judge and Commissioners

From: Beverly Evans, District Attorney's Office

Date: November 7, 2014

Subject: Equitable Sharing Agreement and Certification

The District Attorney's Office requests approval of the attached annual Equitable Sharing Agreement and Certification. Approval of this agreement is a prerequisite for the District Attorney's Office to receive any equitably shared cash, property or proceeds from participation in an investigation or prosecution that results in a federal forfeiture. This agreement and certification has been reviewed and approved by the Auditor's office. This certification must be submitted annually to the Department of Justice and the Department of Treasury.

Please contact me at 854-9522 if you have any questions.

cc: David Jungerman, Travis County Auditor's Office

OMB Number 1123-0011
Expires 9-30-2014

Equitable Sharing Agreement and Certification

◯ Police Department ◯ Sheriff's Office ◯ Task Force (Complete Table A)
◉ Prosecutor's Office ◯ National Guard Counterdrug Unit ◯ Other

** Please fill each required field. Hover mouse over any fillable field for pop-up instructions. **

Agency Name: Travis County District Attorney's Office

NCIC/ORI/Tracking Number: T X 2 2 7 0 3 5 A

Mailing Address: P.O. Box 1748

City: Austin **State:** TX **Zip:** 78767

Finance Contact: First: Beverly Last: Evans
Phone: 512 854-9400 E-mail: beverly.evans@traviscountytx.gov

Preparer: First: Michele Last: Pearson
☐ Same as Finance Contact Phone: 512 854-9400 E-mail: michele.pearson@traviscountytx.gov

Independent Public Accountant: E-mail: fstover@atchleycpas.com

Last FY End Date: 09/30/2014 **Agency Current FY Budget:** $20,630,348.00

◯ **New Participant:** Read the Equitable Sharing Agreement and sign the Affidavit.

◉ **Existing Participant:** Complete the Annual Certification Report, read the Equitable Sharing Agreement, and sign the Affidavit.

◯ **Amended Form:** Revise the Annual Certification Report, read the Equitable Sharing Agreement, and sign the Affidavit.

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds[1]	Treasury Funds[2]
1	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)		$27,475.95
2	Federal Sharing Funds Received		$6,359.75
3	Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (To populate, complete Table B)		
4	Other Income		
5	Interest Income Accrued — Non-Interest Bearing ◉ / Interest Bearing ◯		
6	Total Equitable Sharing Funds (total of lines 1 - 5)	$0.00	$33,835.70
7	Federal Sharing Funds Spent (total of lines a - m below)	$0.00	$0.00
8	Ending Balance (difference between line 7 and line 6)	$0.00	$33,835.70

[1] Justice Agencies are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA.

[2] Treasury Agencies are: IRS, ICE, CBP, TTB, USSS, and USCG.

	Summary of Shared Funds Spent	Justice Funds	Treasury Funds
a	Total spent on salaries under permitted salary exceptions		
b	Total spent on overtime		
c	Total spent on informants, "buy money", and rewards		
d	Total spent on travel and training		
e	Total spent on communications and computers		
f	Total spent on weapons and protective gear		
g	Total spent on electronic surveillance equipment		
h	Total spent on buildings and improvements		
i	Total transfers to other participating state and local law enforcement agencies (To populate, complete Table C)		
j	Total spent on other law enforcement expenses (To populate, complete Table D)		
k	Total Expenditures in Support of Community-Based Programs (To populate, complete Table E)		
l	Total Windfall Transfers (To populate, complete Table F)		
m	Total spent on matching grants (To populate, complete Table G)		
n	**Total**	$0.00	$0.00
o	Did your agency receive non-cash assets? ◯ Yes ◉ No If yes, complete Table H.		

Please fill out the following tables, if applicable.

Table A: Members of Task Force

Agency Name	NCIC/ORI/Tracking Number

Table B: Equitable Sharing Funds Received from other Agencies

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name:		
NCIC/ORI/Tracking Number:		

Table C: Equitable Sharing Funds Transferred to Other Agencies

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name:		
NCIC/ORI/Tracking Number:		

Table D: Other Law Enforcement Expenses

Description of Expense	Justice Funds	Treasury Funds

Table E: Expenditures in Support of Community-Based Programs

Recipient	Justice Funds	

Table F: Windfall Transfers

Recipient	Justice Funds	Treasury Funds

Table G: Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Table H: Other Non-Cash Assets Received

Source	Description of Asset
Justice ◯ Treasury ◯	

Table I: Civil Rights Cases

Name of Case	Type of Discrimination Alleged			
	☐ Race	☐ Color	☐ National Origin	☐ Gender
	☐ Disability	☐ Age	☐ Other _____	

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section, 1400 New York Avenue, N.W., Washington, DC 20005.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies.
By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal Equitable Sharing Program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. **Submission.** This Document must be submitted to aca.submit@usdoj.gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature submitted by fax. This will constitute submission to the Department of Justice and the Department of the Treasury.

2. **Signatories.** This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the person who allocates funds or approves the budget for the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.

3. **Uses.** Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal Equitable Sharing Program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing for State and Local Law Enforcement (Justice Guide),* and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide).*

4. **Transfers.** Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of the Treasury, depending on the source of the funds, that the receiving agency is a current and compliant Equitable Sharing Program participant.

5. **Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal equitable sharing account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public funds as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide,* including the requirement in the *Justice Guide* to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice or Treasury Guides,* depending on the source of the funds/property.

6. **Audit Report.** Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

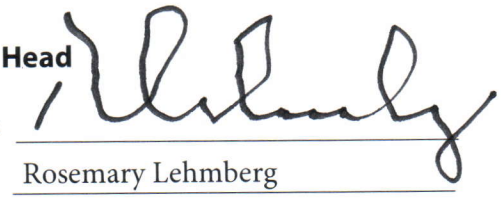
Affidavit - Existing Participant

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice* and/or *Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above? ○ **Yes** ◉ **No**

If you answered yes to the above question, complete Table I

Agency Head		**Governing Body Head**	
Signature:		Signature:	
Name:	Rosemary Lehmberg	Name:	Samuel T. Biscoe
Title:	District Attorney	Title:	County Judget
Date:	11-6-14	Date:	
E-mail:	rosemary.lehmberg@traviscountytx.gov	E-mail:	sam.biscoe@traviscountytx.gov

Subscribe to Equitable Sharing Wire: michele.pearson@traviscountytx.gov

The Equitable Sharing Wire is an electronic newsletter that gives you important, substantive, information regarding Equitable Sharing policies, practices, and procedures.

Final Instructions:

Step 1: Click to save for your records
Step 2: Click to save in XML format
Step 3: Email the XML file to aca.submit@usdoj.gov
Step 4: Scan & email this Affidavit to aca.affidavit@usdoj.gov
(Email subject line must include Agency NCIC/ORI Code)

FOR AGENCY USE ONLY

Entered by _____

Entered on _____

○ FY End: 09/30/2014

◉ NCIC: TX227035A

○ State: TX

Date Printed: November 05, 2014 14:31

Agency: Travis County District Attorney's Office Phone: 512 854-9400

Preparer: Michele Pearson E-mail: michele.pearson@traviscountytx.gov

Travis County Commissioners Court Agenda Request

Meeting Date: November 18, 2014
Prepared By/Phone Number: Sylvia Mendoza 512-854-7008
Elected/Appointed Official/Dept. Head: Estela P. Medina 854-7069
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on the request to add two new additional Travis County Juvenile Probation Dept. representatives to request meal reimbursements under the USDA/ Texas Department of Agriculture National School Lunch/Breakfast Program.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The Travis County Juvenile Probation Department has recently filled it vacancies for both the Food Service Manager and the Facilities Operations Manager. These Managers have typically been the representatives that request meal reimbursements from the USDA/ Texas Department of Agriculture National School Lunch/Breakfast Program. During the vacancies Deputy Chief Britt Canary was the only representative listed on the Certificate of Authority form. The Food Service Manager position has been filled by Maryann Mumbi and the Facilities Operations Manager has been filled by Etuk Inyang. The Juvenile Probation Department is requesting to add these two managers in addition to Deputy Chief Britt Canary as an authorized representatives. The Texas Department of Agriculture requires the County Judge (as the contractual authority) to sign the updated Certificate of Authority authorizing both Etuk Inyang and Maryann Mumbi to request school meal reimbursements.

STAFF RECOMMENDATIONS:

The Travis County Juvenile Probation Department respectfully recommends approval of the addition of these two Travis County Juvenile Probation Dept. representatives to request meal reimbursements under the USDA/ Texas Department of Agriculture National School Lunch/Breakfast Program.

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

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

Created 11-13-14 at 4:49 pm

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

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

ESTELA P. MEDINA
Chief Juvenile Probation Officer

TO: The Honorable Samuel T. Biscoe, County Judge

FROM: Britt Canary for Estela P. Medina
Estela P. Medina
Chief Juvenile Probation Officer

RE: Certificate of Authority signature form for the National School Lunch/Breakfast Program

DATE: November , 2014

Please accept our request to place the USDA National School Lunch/Breakfast Program Certificate of Authority for External Users change request for the November 18th, 2014 Commissioners Court agenda for consideration. The Food Service Manager and the Facilities Manager positions have been recently filled. These Managers have typically been the representatives to request reimbursement meals under the National School Lunch/Breakfast Program. During the vacancies Deputy Chief Britt Canary was the only representative listed on the Certificate of Authority form. The Food Service Manager position has been filled by Maryann Mumbi and the Facilities Operations Manager has been filled by Etuk Inyang. The Juvenile Probation Department is requesting to add these two managers in addition to Deputy Chief Britt Canary as an authorized representatives. The Texas Department of Agriculture requires the County Judge (as the contractual authority) to sign the updated Certificate of Authority authorizing both Etuk Inyang and Maryann Mumbi to request school meal reimbursements.

The purpose of this program is to offset the cost to the County for meals provided to juveniles held in detention or the Leadership Academy a program of the Juvenile Probation Department. There is no County match associated with this program.

Please review the Certification of Authority and place it on the Commissioners Court November 18th, agenda for their consideration.

Thank you in advance for your attention to this request.

CC: Britt Canary
Sylvia Mendoza
Maryann Mumbi
Etuk Inyang
Patty Lennon

Created 11-13-14 at 4:49 pm

Texas Department of Agriculture

Certificate of Authority for External Users

FND-101

TODD STAPLES, COMMISSIONER

SEC A

[1] CONTRACTING ENTITY (CE) NAME

Legal Name	DBA Name
Travis County Juvenile Probation	**Travis County Juvenile Probation**

[2] CONTRACTING ENTITY (CE) IDENTIFIER

CE ID	Check here if new applicant to programs	ESC Region
01282	☐	**13**

TO ADD A NEW USER OR MODIFY AN EXISTING USER, COMPLETE THE FOLLOWING:

[1] USER INFORMATION

First Name	Middle Initial	Last Name
Etuk	**H.**	**INYANG**

Title	TX-UNPS User ID (if modifying an existing user)
Facilities Operations Manager	

Business E-mail (For new users, logon information will be emailed to this address.)	Business Phone	Extension
etuk.inyang@traviscountytx.gov	**(512) 854 - 5658**	

Signature of User	Date (mm/dd/yy)
E-H-I	**11/7/2014**

SECTION B

[2] REPRESENTATIVE TYPE (Must be participating in Program.)

School Nutrition Programs (SNP) Groups	Add	Remove
SNP CE Admin	X	☐
SNP CE Support	☐	☐
Food Service Management Company (FSMC) Representative	☐	☐
Education Service Center (ESC) Representative	☐	☐

Food Distribution Program (FDP) Groups	Add	Remove
FDP CE Admin	☐	☐
FDP CE Direct Ship	☐	☐
FDP CE Non Coop Proc Sch	☐	☐
FDP Coop	☐	☐
FDP Processor/Broker	☐	☐
FDP Contracted Warehouse	☐	☐
FDP Food Bank	☐	☐

Child and Adult Care Food Program (CACFP) Groups	Add	Remove
CACFP Center CE Admin	☐	☐
CACFP Center CE Support	☐	☐
CACFP Day Care Home (DCH) CE Admin	☐	☐
CACFP Day Care Home (DCH) CE Support	☐	☐
CACFP Read Only	☐	☐

Summer Food Service (SFSP) Groups	Add	Remove
SFSP CE Admin	☐	☐
SFSP CE Support	☐	☐
SFSP CE Read Only	☐	☐

SEC C

TO REMOVE AN EXISTING USER, COMPLETE THE FOLLOWING:

[1] USER INFORMATION

First Name	Middle Initial	Last Name

TX-UNPS User ID (if known)

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

SECTION D

[1] APPROVAL SIGNATURE (Only required if adding or removing a user, or if changing security groups.)

The representative designated above, and myself, acknowledge that each is individually authorized on behalf of the contracting organization to make written agreements with the Texas Department of Agriculture (TDA) to operate a food program, to sign documents or reports about the agreement and to present claims for reimbursement, when appropriate, to the agency.

By signing this document, we certify individually and collectively that to the best of our knowledge and belief, all documents submitted physically or electronically on behalf of the above named contracting organization pursuant to our participation in any and all programs administered by Food and Nutrition Division, TDA, are/will be true and correct in all respects, that they are/will be available to support any and all claims and that we will not submit claims (excluding amended/adjusted claims) for goods or services for which we have already received payment. We recognize that we are fully responsible for any excess amounts which may result from errors made in relation to the completion and submission of claims. We are also aware that deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes.

We further understand that user IDs and passwords are specific to the individual and will not be shared.

Name of Highest Contracting Entity Official (example: Superintendent, President of Board, etc.) (Print)

Samuel T. Biscoe, County Judge

Signature of Highest Contracting Entity Official	Date (mm/dd/yy)

SECTION F

[1] TDA INTERNAL USE ONLY

☐ Approved ☐ Disapproved	Signature – TDA F&N Representative	Date (mm/dd/yy)
User ID Created		Date (mm/dd/yy)
User ID Deleted		Date (mm/dd/yy)
User ID Updated		Date (mm/dd/yy)

Please mail or fax this form to:

Texas Department of Agriculture, Food and Nutrition Division,
P.O. Box 12847
Austin, TX 78711
Fax No.: 888-203-6593

Created 11-13-14 at 4:49 pm

Texas Department of Agriculture

Certificate of Authority for External Users

FND-101

TODD STAPLES, COMMISSIONER

SEC A

[1] CONTRACTING ENTITY (CE) NAME

Legal Name	DBA Name
Travis County Juvenile Probation	**Travis County Juvenile Probation**

[2] CONTRACTING ENTITY (CE) IDENTIFIER

CE ID	Check here if new applicant to programs	ESC Region
01282	☐	**13**

SECTION B

TO ADD A NEW USER OR MODIFY AN EXISTING USER, COMPLETE THE FOLLOWING:

[1] USER INFORMATION

First Name	Middle Initial	Last Name
Maryann	**H.**	**MUMBI**

Title	TX-UNPS User ID (if modifying an existing user)
Food Services Manager	

Business E-mail (For new users, logon information will be emailed to this address.)	Business Phone	Extension
mary.mumbi@traviscountytx.gov	**(512) 854 - 5669**	

Signature of User	Date (mm/dd/yy)
Maryann Mumbi.	**11/7/2014**

[2] REPRESENTATIVE TYPE (Must be participating in Program.)

School Nutrition Programs (SNP) Groups	Add	Remove
SNP CE Admin	X	☐
SNP CE Support	☐	☐
Food Service Management Company (FSMC) Representative	☐	☐
Education Service Center (ESC) Representative	☐	☐

Food Distribution Program (FDP) Groups	Add	Remove
FDP CE Admin	☐	☐
FDP CE Direct Ship	☐	☐
FDP CE Non Coop Proc Sch	☐	☐
FDP Coop	☐	☐
FDP Processor/Broker	☐	☐
FDP Contracted Warehouse	☐	☐
FDP Food Bank	☐	☐

Child and Adult Care Food Program (CACFP) Groups	Add	Remove
CACFP Center CE Admin	☐	☐
CACFP Center CE Support	☐	☐
CACFP Day Care Home (DCH) CE Admin	☐	☐
CACFP Day Care Home (DCH) CE Support	☐	☐
CACFP Read Only	☐	☐

Summer Food Service (SFSP) Groups	Add	Remove
SFSP CE Admin	☐	☐
SFSP CE Support	☐	☐
SFSP CE Read Only	☐	☐

SEC C

TO REMOVE AN EXISTING USER, COMPLETE THE FOLLOWING:

[1] USER INFORMATION

First Name	Middle Initial	Last Name
Declan		**O'Rielly**

TX-UNPS User ID (if known)

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

SECTION D

[1] APPROVAL SIGNATURE (Only required if adding or removing a user, or if changing security groups.)

The representative designated above, and myself, acknowledge that each is individually authorized on behalf of the contracting organization to make written agreements with the Texas Department of Agriculture (TDA) to operate a food program, to sign documents or reports about the agreement and to present claims for reimbursement, when appropriate, to the agency.

By signing this document, we certify individually and collectively that to the best of our knowledge and belief, all documents submitted physically or electronically on behalf of the above named contracting organization pursuant to our participation in any and all programs administered by Food and Nutrition Division, TDA, are/will be true and correct in all respects, that they are/will be available to support any and all claims and that we will not submit claims (excluding amended/adjusted claims) for goods or services for which we have already received payment. We recognize that we are fully responsible for any excess amounts which may result from errors made in relation to the completion and submission of claims. We are also aware that deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes.

We further understand that user IDs and passwords are specific to the individual and will not be shared.

Name of Highest Contracting Entity Official (example: Superintendent, President of Board, etc.) (Print)

Samuel T. Biscoe, County Judge

Signature of Highest Contracting Entity Official	Date (mm/dd/yy)

SECTION F

[1] TDA INTERNAL USE ONLY

☐ Approved ☐ Disapproved	Signature – TDA F&N Representative	Date (mm/dd/yy)
User ID Created		Date (mm/dd/yy)
User ID Deleted		Date (mm/dd/yy)
User ID Updated		Date (mm/dd/yy)

Please mail or fax this form to:

Texas Department of Agriculture, Food and Nutrition Division,
P.O. Box 12847
Austin, TX 78711
Fax No.: 888-203-6593

INSTRUCTIONS FOR CERTIFICATE OF AUTHORITY FOR EXTERNAL USERS FORM FND-101

SECTION A (Required to add, modify or remove users)

1. CONTRACTING ENTITY (CE) name

- Legal Name – Enter the full legal name of the contracting entity.
- DBA Name – If contracting entity operates under a doing business name (DBA) enter the full name otherwise leave blank.

2. CONTRACTING ENTITY (CE) Identifier

- CE ID - Enter five-digit Contracting Entity Identification (CE ID) for the organization.
- Check here if new applicant to programs – Check this box only if the FND-101 is being submitted as part of a request for a new application package.
- ESC Region – This field is for use by Education Service Center (ESC) staff to identify the ESC Region (1 through 20) of the user

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SECTION B (required to add a new user or modify an existing user)

1. USER INFORMATION:

- FIRST NAME – ENTER THE FIRST NAME OF THE CONTRACTING ENTITY USER THAT IS BEING ADDED OR MODIFIED.
- Middle Initial - Enter the middle initial of the Contracting Entity user that is being added or modified.
- Last Name - Enter the last name of the Contracting Entity user that is being added or modified.
- Title – Enter the title of the TX-UNPS user being added or modified.
- TX-UNPS User ID (if modifying an existing user) – Enter the TX-UNPS User ID for the person being modified.
- Business E-mail (For new users, logon information will be mailed to this address.) – Enter the business email address for the person being added or modified.
- Business Phone – Enter the telephone number for the person being added or modified.
- Extension – If the business phone has an extension for the person being added or modified enter the extension otherwise leave blank.
- Signature of User – The person being added or modified signs this field.
- Date (mm/dd/yy) – Enter the date in MM/DD/YY format when the person being added or modified signs the form.

2. REPRESENTATIVE TYPE (MUST BE PARTICIPATING IN PROGRAM.):

Check the appropriate box to designate the Contracting Entity's representative type. A Contracting Entity user can request multiple user representative types based on functionality needs but only if either currently participating or has requested to participate in the School Nutrition Programs (SNP), Food Distribution Program (FDP), Child and Adult Care Food Program (CACFP), Summer Food Service Program (SFSP). Check the ADD box(s) to add groups or check the REMOVE box(s) to remove groups.

School Nutrition Programs (SNP) Groups:

- SNP CE Admin - User who has edit access to application-related screens, including food safety inspections, verification, capital expenditures, Texas summer mandate, summer cost reporting, community eligibility provision (CEP), annual audit, etc. User also has Add/Edit/Delete access to Meal Pattern Compliance Dashboard, Attestation, Menus; read-only access to Meal Pattern Compliance Dashboard Months Certified. This user can also access the direct certification lists. User has read-only access to claim screens.
- SNP CE Support - User who has edit access to claim screens and read-only access to application-related screens. User also has read-only access to Meal Pattern Compliance Dashboard, Attestation, Menus; and Months Certified.
- Food Service Management Company (FSMC) Representative - Used only for Food Service Management Company (FSMC) employee who is designated by the Contracting Entity to access TX-UNPS. All application-related screens are read-only except Food Safety Inspections. Note: This is only for CEs operating under an approved FSMC contract. User also has read-only access to Meal Pattern Compliance Dashboard, Attestation, Menus; and Months Certified.
- Education Service Center (ESC) Representative - An employee of a regional Education Service Center (ESC) office who can assist Contracting Entities with functions in TX-UNPS. User has edit access to Contracting Entity's FDP screens for the Contracting Entities associated with their region.

Food Distribution Program (FDP) Groups:

- FDP CE Admin - (For CEs who receive commodities through a contracted warehouse and/or whose processing requests are managed by a Coop Coordinator.) User who has edit access to FDP-related contract, survey (except read-only to Processing Surveys) and Contracting Entities order screens for both NSLP and SFSP and read-only access to allocations and entitlement screens. Note: This is only for CEs participating in either SNP or SFSP.
- FDP CE Direct Ship – (For CEs who receive commodities directly from USDA.) User who has edit access to FDP-related contract, survey and Contracting Entities order screens for both NSLP and SFSP and read-only access to allocations and entitlement screens. Note: This is only for CEs participating in either SNP or SFSP.
- FDP CE Non Coop Proc Sch – (For CEs who manage their own processing requests.) User who has edit access to FDP-related contract, survey and Contracting Entities order screens for both NSLP and SFSP and read-only access to allocations and entitlements screens. Note: This is only for CEs participating in either SNP or SFSP.
- FDP Coop - User who has edit access to FDP Coop-related processor survey and load balancing screens. User also has edit access to assigned Contracting Entities co-op members' contract and survey screens and read-only rights to entitlement and allocation screens.
- FDP Processor/Broker - User who has edit access to FDP Processor/Broker related screens (e.g., Food Order screen).
- FDP Contracted Warehouse - User who has edit access to FDP Contracted Warehouse related inbound shipment, order, shipping, inventory, and invoicing screens.
- FDP Food Bank – User who has edit access to FDP Food Bank related application, contract, inbound shipment, surveys, allocations, entitlement, and inventory and claim screens.

Child and Adult Care Food Program (CACFP) Groups:

- CACFP Centers CE Admin - User who has edit access to application-related screens, including advance requests and annual audit, and read-only access to claim screens. This person is an Authorized Representative and can act on behalf of the contracting entity.
- CACFP Centers CE Support - User who has edit access to claim screens and read-only access to application screens. This is someone like the Claim Preparer identified on your Contracting Entity Application.

- CACFP DCH CE Admin - User who has edit access to application-related screens, including advance requests, and read-only access to claim screens. This person is an Authorized Representative and can act on behalf of the contracting entity.
- CACFP DCH CE Support - User who has edit access to claim screens and read-only access to application screens. This is someone like the Claim Preparer identified on your Contracting Entity Application.
- CACFP Read Only – User who had read-only access to application-related and claim screens for Centers and/or Homes, as applicable

Summer Food Service Program (SFSP) Groups:

- SFSP CE Admin - User who has edit access to application-related screens, including advance requests and annual audit, and read-only access to claim screens.
- SFSP CE Support - User who has edit access to claim screens and read-only access to application screens.

SFSP CE Read Only - User who has read-only access to application and claim screens.

SECTION C (TO REMOVE AN EXISTING USER)

1. USER TO BE REMOVED

- First Name - Enter the first name for the user that is having their TX-UNPS access removed.
- Middle Initial - Enter the middle initial for the user that is having their TX-UNPS access removed.
- Last Name - Enter the last name for the user that is having their TX-UNPS access removed.
- TX-UNPS User ID - Enter the user ID for the person being removed, if known.

SECTION D (CONTRACTING ENTITY APPROVAL)

This section is only required if adding or removing a user, or if changing a user's security group.

1. APPROVAL SIGNATURE

- Name of Highest Contracting Entity Official (Example: Superintendent, President of Board, etc) (Print) - Print the name of the Contracting Entity's highest official.
- Signature of Highest Contracting Entity Official - The contracting entity highest official identified is the person that must sign in this field to approve the change.
- Date (mm/dd/yy) - Enter the date the Contracting Entity Highest Official signs the form using the format mm/dd/yy.

SECTION F (TDA USE ONLY)

1. TDA INTERNAL USE ONLY

- Approved: This field is for TDA staff use only. Check this box if the FND-101 has been approved by a TDA Food and Nutrition (F&N) Representative.
- Disapproved: This field is for TDA staff use only. Check this box if the FND-101 has been disapproved by a TDA Food and Nutrition (F&N) Representative.

- Signature – TDA F&N Representative: This field is for TDA staff use only. Signature of the TDA Food and Nutrition (F&N) Representative that has approved or denied the FND-101.
- Date (mm/dd/yy): This field is for TDA staff use only. Enter the date in MM/DD/YY format that the FND-101 was approved or denied by the Food and Nutrition (F&N) Representative.
- User ID Created: This field is for TDA staff use only. Enter the TX-UNPS User ID that was created by TDA.
- Date (mm/dd/yy): This field is for TDA staff use only. Enter the date in MM/DD/YY format that the TX-UNPS User ID was created by TDA.
- User ID Deleted): This field is for TDA staff use only. Enter the TX-UNPS User ID that was inactivated by TDA.
- Date (mm/dd/yy): This field is for TDA staff use only. Enter the date in MM/DD/YY format that the TX-UNPS User ID was deleted by TDA.
- User ID Updated): This field is for TDA staff use only. Enter the TX-UNPS User ID that was modified by TDA.
- Date (mm/dd/yy): This field is for TDA staff use only. Enter the date in MM/DD/YY format that the TX-UNPS User ID was updated by TDA.

Travis County Commissioners Court Agenda Request

Meeting Date: November 18, 2014
Prepared By/Phone Number: Gina Hernandez for Anthony J. Nelson, 854-4801
Elected/Appointed Official/Dept. Head: David A. Escamilla
Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE: In consultation with County Attorney, receive briefing from outside counsel and County Attorney, consider settlement offer and/or take appropriate action in ***Jennifer McPhail vs. Travis County,*** (EXECUTIVE SESSION UNDER GOV'T. CODE ANN. §551.071, CONSULTATION WITH ATTORNEY).

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

Steven M. Manilla	County Executive	TNR	(512) 854-9429
Charles Bergh	Parks Division Director	TNR	(512) 854-9408
William Paterson	Risk Manager		(512)854-9650

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

Travis County Commissioners Court Agenda Request

Meeting Date: 11/18/2014, 9:00 AM, Voting Session
Prepared By/Phone Number: Katie Petersen Gipson Planning and Budget Office, 854-9346
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 compliance issues with RRE Solar economic development incentive agreement (Executive Session- Economic Development Negotiations 551.087 and Consultation with Attorney 551.071)

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Consultation with County Attorney on compliance issues in the contract with RRE Solar.

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

Planning and Budget Office	Jessica Rio
County Judge's Office	Melissa Velasquez

Travis County Commissioners Court Agenda Request

Meeting Date: 11/18/2014, 9:00 AM, Voting Session
Prepared By/Phone Number: J. Elliott Beck, County Attorney's Office, 854-9565
Elected/Appointed Official/Dept. Head: David Escamilla, County Attorney
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:
Receive Briefing and Consultation with the County Attorney in Travis County, et al v. Lakecliff on Lake Travis, LP (Ellen Chernosky Tippetts Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1)(A).

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
n/a

STAFF RECOMMENDATIONS:
n/a

ISSUES AND OPPORTUNITIES:
n/a

FISCAL IMPACT AND SOURCE OF FUNDING:
n/a

REQUIRED AUTHORIZATIONS:
J. Elliott Beck, Assistant County Attorney

Travis County Commissioners Court Agenda Request

Meeting Date: 11/18/2014, 9:00 AM, Voting Session
Prepared By/Phone Number: J. Elliott Beck, County Attorney's Office, 854-9565
Elected/Appointed Official/Dept. Head: David Escamilla, County Attorney
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:
Receive Briefing and Consultation with the County Attorney in Travis County, et al v. TEXAS 12405, LLC (Hannah Boyle, Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1)(A).

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
n/a

STAFF RECOMMENDATIONS:
n/a

ISSUES AND OPPORTUNITIES:
n/a

FISCAL IMPACT AND SOURCE OF FUNDING:
n/a

REQUIRED AUTHORIZATIONS:
J. Elliott Beck, Assistant County Attorney

Travis County Commissioners Court Agenda Request

Meeting Date: 11/18/2014, 9:00 AM, Voting Session
Prepared By/Phone Number: J. Elliott Beck, County Attorney's Office, 854-9565
Elected/Appointed Official/Dept. Head: David Escamilla, County Attorney
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:
Receive Briefing and Consultation with the County Attorney in Travis County, et al v. Mary Graham Estate (76 Artland Investments LLC Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1)(A).

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
n/a

STAFF RECOMMENDATIONS:
n/a

ISSUES AND OPPORTUNITIES:
n/a

FISCAL IMPACT AND SOURCE OF FUNDING:
n/a

REQUIRED AUTHORIZATIONS:
J. Elliott Beck, Assistant County Attorney

Travis County Commissioners Court Agenda Request

Meeting Date: 11/18/2014, 9:00 AM, Voting Session
Prepared By/Phone Number: J. Elliott Beck, County Attorney's Office, 854-9565
Elected/Appointed Official/Dept. Head: David Escamilla, County Attorney
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:
Receive Briefing and Consultation with the County Attorney in Travis County, et al v. Anita Beatrice Friedsam and Samuel Randall Friedsam, III Co-Trustees of the Last Will and Testament of Neoma Gertrude Friedsam (Palomino Ridge Property Owners Association, Inc. Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1)(A).

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
n/a

STAFF RECOMMENDATIONS:
n/a

ISSUES AND OPPORTUNITIES:
n/a

FISCAL IMPACT AND SOURCE OF FUNDING:
n/a

REQUIRED AUTHORIZATIONS:
J. Elliott Beck, Assistant County Attorney

Travis County Commissioners Court Agenda Request

Meeting Date: 11/18 /2014, 9:00 AM, Voting Session
Prepared By/Phone Number: J. Elliott Beck, County Attorney's Office, 854-9565
Elected/Appointed Official/Dept. Head: David Escamilla, County Attorney
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:
Receive Briefing and Consultation with the County Attorney in Travis County, et al v. Archie Phenix, Sr. & Florence M. Phenix (Ray Reed Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1)(A).

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
n/a

STAFF RECOMMENDATIONS:
n/a

ISSUES AND OPPORTUNITIES:
n/a

FISCAL IMPACT AND SOURCE OF FUNDING:
n/a

REQUIRED AUTHORIZATIONS:
J. Elliott Beck, Assistant County Attorney

Travis County Commissioners Court Agenda Request

Meeting Date: November 18, 2014 **Executive Session**
Prepared By: Melinda Mallia **Phone #:** (512) 854-4460
Division Director/Manager: Jon White, Natural Resources & Environmental Quality

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 purchase of approximately 450 acres of land in Precinct Three in connection with the Balcones Canyonlands Conservation Plan.

(EXECUTIVE SESSION PURSUANT TO GOV'T. CODE ANN Sec. 551.072, Real Property)

BACKGROUND/SUMMARY OF REQUEST:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

ATTACHMENTS/EXHIBITS:

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Jon White	Division Director NREQ	TNR	(512) 854-7212

CC:

Christopher Gilmore	Asst. County Attorney	County Attorney's	(512) 854-9513

		Office	
Mike Martino	Real Estate Specialist	TNR	(512) 854-7646
Greg Chico	Real Estate Program Manager	TNR	(512) 854-4659

: :

0901 - BCP- land acquisition

Travis County Commissioners Court Agenda Request

Meeting Date: November 18, 2014 Executive Session
Prepared By/Phone Number: John Carr, 854-4772
Dept. Head: Roger A. El Khoury, M.S., P.E., Director, FMD, 854-4579
County Executive: Leroy Nellis, Acting County Executive, PBO, 854-9106
Sponsoring Court Members: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:
Consider and take appropriate action regarding the potential purchase of real estate in South Austin (Exec Session Gov't Code Ann 551.071 & 551.072).

BACKGROUND/SUMMARY OF REQUEST:
Facilities Management Department (FMD) has an update on the status of the procurement of the property in South Austin.

STAFF RECOMMENDATIONS:
Facilities Management Department recommends that the Commissioners Court receive an update on the status of the procurement.

ISSUES AND OPPORTUNITIES:
To be discussed.

FISCAL IMPACT AND SOURCE OF FUNDING:
To be discussed.

REQUIRED AUTHORIZATIONS:
Christopher Gilmore, County Attorney's Office, 854-9642

Travis County Commissioners Court Agenda Request

Meeting Date: November 18, 2014
Prepared By/Phone Number: Ryan Fite, 512-854-9513 RPF
Elected/Appointed Official/Dept. Head: David A. Escamilla
Commissioners Court Sponsor: Hon. Samuel T. Biscoe

AGENDA LANGUAGE:
Receive briefing from the County Attorney and take appropriate action regarding an unpermitted structure in the floodplain, located at 603 Robin Dale Drive, Lakeway, Texas 78734; Cause No. D-1-GV-14-000387 (Executive Session pursuant to TEX. GOVT. CODE ANN., Section 551.071).

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
N/A

STAFF RECOMMENDATIONS:
N/A

ISSUES AND OPPORTUNITIES:
N/A

FISCAL IMPACT AND SOURCE OF FUNDING:
N/A

REQUIRED AUTHORIZATIONS:
Steve Manilla, Transportation and Natural Resources, 854-9383
Stacey Scheffel, Transportation and Natural Resources, 854-9383

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

Travis County Commissioners Court Agenda Request

Meeting Date: November 18, 2014
Prepared By/Phone Number: Sara Boltin, 854-9840
Elected/Appointed Official/Dept. Head: David A. Escamilla
Commissioners Court Sponsor: Hon. Samuel T. Biscoe

AGENDA LANGUAGE: IN CONSULTATION WITH COUNTY ATTORNEY, RECEIVE BRIEFING AND CONSIDER AND TAKE APPROPRIATE ACTION REGARDING COMPENSATION FOR EMPLOYEES WORKING IN THE SATELLITE OFFICES OF THE TRAVIS COUNTY TAX OFFICE. (EXECUTIVE SESSION UNDER GOV'T. CODE ANN. §551.071, CONSULTATION WITH ATTORNEY, AND §551.074, PERSONNEL EXCEPTION)

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
N/A

STAFF RECOMMENDATIONS:
N/A

ISSUES AND OPPORTUNITIES:
N/A

FISCAL IMPACT AND SOURCE OF FUNDING:
N/A

REQUIRED AUTHORIZATIONS:
Leslie W. Dippel, County Attorney, 512-854-9841
Sherine Thomas, County Attorney, 512-854-9431
Bruce Elfant, Tax Office, 512-854-9005

Travis County Commissioners Court Agenda Request

Meeting Date: November 18, 2014
Prepared By/Phone Number: Robert Resnick, Commissioners Court Specialist, 512-854-4722
Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, Travis County Clerk
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: Approve the Commissioners Court Minutes for the Budget Markup Voting Sessions of September 3 & 4 and Voting Sessions of October 14, 21, & 28, 2014.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

Minutes for the Travis County Commissioners Court Wednesday, September 3, 2014 Budget Mark-Up Voting Session

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

Call to Order

Budget Mark-Up Voting Session called to order on September 3, 2014, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX, Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

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

Clerk's Note: Please refer to the Backup for FY 2015 Markup Worksheet for a listing of the Reference numbers located in the Minutes.

Recap Current Budget Status

1. Recap current budget status, including

   a. Revenue and other available funds

   b. Proposed tax rate

   c. Changes and corrections

   Members of the Court heard from:
   Jessica Rio, Budget Director, Planning and Budget Office (PBO)
   Chris Broussard, Business Analyst, PBO
   Leroy Nellis, Interim County Executive, PBO
   Travis Gatlin, Assistant Budget Director, PBO
   Victoria Ramirez, Budget Analyst, PBO

   Clerk's Note: The Court noted additional revenue received from the County Attorney Processing Site Orders (CAPSO) fund of $25,000.00.

   RESULT: DISCUSSED

Review Process for Viewing and Tracking Budget Mark-up Changes

2. Review process for viewing and tracking budget mark-up changes

   Members of the Court heard from:
   Jessica Rio, Budget Director, Planning and Budget Office (PBO)

Chris Broussard, Business Analyst, PBO
Leroy Nellis, Interim County Executive, PBO

RESULT: DISCUSSED

Approve Preliminary Budget to Establish Baseline

3. Approve the preliminary budget to establish baseline for beginning budget mark-up process

Members of the Court heard from:
Jessica Rio, Budget Director, PBO
Victoria Ramirez, Budget Analyst, PBO

MOTION: Approve the Preliminary Budget.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Approve Budget Changes List

4. Approve Budget Changes List

Members of the Court heard from:
Jessica Rio, Budget Director, PBO
Travis Gatlin, Assistant Budget Director, PBO

MOTION: Approve the Budget Changes List.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Budget Agenda Request Form

5. Review requests to discuss budget items on Budget Agenda Request Form, including proposed step increase for POPS employees and flat dollar wage increase for classified employees

Members of the Court heard from:
Jessica Rio, Budget Director, PBO
Travis Gatlin, Assistant Budget Director, PBO

RESULT: DISCUSSED

Compensation - Classified/POPS (Reference #360)

Members of the Court heard from:
Jessica Rio, Budget Director, PBO
Todd Osburn, Compensation Manager, Human Resources Management Department (HRMD)
Debbie Maynor, Director, HRMD

MOTION: Approve Option 1: $750 for full-time classified employees and the FY 2015 anniversary step for POPS (Peace Officer Pay Scale) employees.
MOVER: Ron Davis, Commissioner
RESULT: **DIED FOR LACK OF A SECOND**

MOTION: Approve $1,000.00 rolled into rank and file employees' base salaries, using on-going funds. Employees making over $100,000.00 on an annualized basis, elected officials, temporary and red-lined employees are not included. Employees would have to be on the County payroll by April 1, 2014.
RESULT: **APPROVED [4 TO 0]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
NAYS: Ron Davis

Compensation - POPS Make-up Steps (Reference #362)

Members of the Court heard from:
Brett Spicer, Senior Deputy, Law Enforcement, Travis County Sheriff's Office (TCSO) and President, Travis County Sheriff Law Enforcement Association (TCSLEA)
Travis Gatlin, Assistant Budget Director, PBO
Alex Leo, Vice President, TCSLEA
Sergeant James Hodge, President, Travis County Sheriff's Officers Association (TCSOA)
Dennis Weller, Investigator, Travis County Attorney's Office
Todd Osburn, Compensation Manager, HRMD
Jessica Rio, Budget Director, PBO

MOTION: Approve two POPS make-up steps; that we take $1.7M of on-going money from Capital Acquisition Resources (CAR) and fund the steps for 2014 and 2015.
RESULT: **DEFEATED [2 TO 2]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Margaret J. Gómez
NAYS: Bruce Todd, Gerald Daugherty
ABSTAIN: Ron Davis

MOTION: Approve one POPS step; the funding would be approximately $1.5M.
RESULT: **APPROVED [4 TO 0]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Bruce Todd, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
NAYS: Ron Davis

Justice of the Peace, Precinct 3. Juvenile Case Manager Reclassification to Social Worker (Reference #51)

MOTION: Approve the request.
RESULT: **APPROVED [4 TO 0]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSTAIN: Ron Davis

Transportation and Natural Resources, GIS Analyst (Reference #142)

Members of the Court heard from:
Jessica Rio, Budget Director, PBO

MOTION: Approve 1 additional GIS Analyst.
RESULT: **APPROVED [4 TO 0]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Samuel T. Biscoe, Judge
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSTAIN: Ron Davis

Emergency Medical Services, Air Communication Specialist (Reference #25)

Members of the Court heard from:
Jessica Rio, Budget Director, PBO

MOTION: Approve an earmark against Allocated Reserve for this request.
RESULT: **APPROVED [3 TO 1]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Samuel T. Biscoe, Judge
AYES: Samuel T. Biscoe, Bruce Todd, Margaret J. Gómez
NAYS: Gerald Daugherty
ABSTAIN: Ron Davis

Medical Examiner, Deputy Medical Examiner II (Reference #66)

Members of the Court heard from:
Katie Gipson, Senior Budget Analyst, PBO
Jessica Rio, Budget Director, PBO
Danny Hobby, County Executive, Emergency Services
Sarah Scott, Chief Administrative Officer, Medical Examiner's Office

MOTION: Approve an earmark against Allocated Reserve for this request.
RESULT: **APPROVED [3 TO 1]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Samuel T. Biscoe, Judge
AYES: Samuel T. Biscoe, Bruce Todd, Margaret J. Gómez
NAYS: Gerald Daugherty
ABSTAIN: Ron Davis

Tax Assessor-Collector, Tax Office Reorganization (Reference #119)

Members of the Court heard from:
Jessica Rio, Budget Director, PBO
Aerin Pfaffenberger, Budget Analyst II, PBO

MOTION: Approve the request recommended by PBO.
RESULT: **APPROVED [3 TO 1]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Margaret J. Gómez
NAYS: Gerald Daugherty
ABSENT: Ron Davis

Transportation and Natural Resources, Halloween Flood Buyouts (Reference #164)

Members of the Court heard from:
Jessica Rio, Budget Director, PBO
Travis Gatlin, Assistant Budget Director, PBO
Melinda Mallia, Environmental Project Manager, Transportation and Natural Resources (TNR)

MOTION: Approve Option 164b.
RESULT: **APPROVED [3 TO 1]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Margaret J. Gómez
NAYS: Gerald Daugherty
ABSENT: Ron Davis

Transportation and Natural Resources, Park Forestry Contracted Services (Reference #136)

Members of the Court heard from:
Jessica Rio, Budget Director, PBO
Charles Bergh, Division Director, Parks and Natural Resources, TNR

MOTION: Approve a $50,000.00 earmark of on-going funds against Allocated Reserve.
RESULT: **APPROVED [3 TO 1]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Bruce Todd, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Margaret J. Gómez
NAYS: Gerald Daugherty
ABSTAIN: Ron Davis

Transportation and Natural Resources, CAMPO Modeling (Reference #NEW1)

Members of the Court heard from:
Jessica Rio, Budget Director, PBO

MOTION: Approve $25,000.00 in one-time funds.
RESULT: **APPROVED [4 TO 0]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Gerald Daugherty, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSTAIN: Ron Davis

Criminal Justice Planning, PIR Attorney III (Reference #15)

Members of the Court heard from:
Jessica Rio, Budget Director, PBO
Roger Jefferies, County Executive, Justice and Public Safety (JPS)

MOTION: Approve the request.
RESULT: **APPROVED [3 TO 1]**
MOVER: Bruce Todd, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Margaret J. Gómez
NAYS: Gerald Daugherty
ABSTAIN: Ron Davis

External -- TCAD (Reference #357)

Members of the Court heard from:
Jessica Rio, Budget Director, PBO
Travis Gatlin, Assistant Budget Director, PBO

MOTION:	Approve the request as an earmark, as recommended by PBO.
RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Margaret J. Gómez, Commissioner
SECONDER:	Bruce Todd, Commissioner
AYES:	Biscoe, Davis, Todd, Daugherty, Gómez

Civil Courts, Associate Judge and Related Staff (Reference #1)

Members of the Court heard from:
Lora Livingston, Judge, 261st District Court
Victoria Ramirez, Budget Analyst, PBO
Jessica Rio, Budget Director, PBO
Travis Gatlin, Assistant Budget Director, PBO

MOTION:	Approve the request for four FTEs, an Associate Judge and related staff, without the requested Statistician.
RESULT:	**APPROVED [3 TO 0]**
MOVER:	Samuel T. Biscoe, Judge
SECONDER:	Bruce Todd, Commissioner
AYES:	Samuel T. Biscoe, Bruce Todd, Gerald Daugherty
ABSTAIN:	Ron Davis, Margaret J. Gómez

Criminal Justice Planning, CARY (Reference #13)

Members of the Court heard from:
Jessica Rio, Budget Director, PBO
Adrian Moore, Executive Director, Council on At-Risk Youth (CARY)
Katie Gipson, Senior Budget Analyst, PBO
Roger Jefferies, County Executive, JPS

MOTION:	Approve the request, in the amount of $200,000.00 in one-time funds.
RESULT:	**APPROVED [2 TO 1]**
MOVER:	Margaret J. Gómez, Commissioner
SECONDER:	Samuel T. Biscoe, Judge
AYES:	Samuel T. Biscoe, Margaret J. Gómez
NAYS:	Gerald Daugherty
ABSTAIN:	Ron Davis, Bruce Todd

Health and Human Services & Veterans Service, Burial Caseworker (Reference #39)

Members of the Court heard from:
Jessica Rio, Budget Director, PBO
Sherri Fleming, County Executive, Travis County Health and Human Services & Veterans Service (TCHHS&VS)
Jim Lehrman, Director, Children Services, TCHHS&VS
Aerin Pfaffenberger, Budget Analyst II, PBO

Clerk's Note: The Court considered Reference Items #39 and #40 in one motion.

MOTION: Approve the request for one Burial Caseworker and three Office Support Specialists, with ongoing funds coming from CAR, to be replaced with one-time funds.
RESULT: **APPROVED [2 TO 1]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Bruce Todd, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd
NAYS: Gerald Daugherty
ABSTAIN: Ron Davis, Margaret J. Gómez

Health and Human Services & Veterans Service, Office Support Specialists (Reference #40)

Clerk's Note: The Court considered Reference Items #39 and #40 in one motion. Please refer to Reference Item #39 for the Court's action on this Item.

Health and Human Services & Veterans Service, Eligibility Caseworkers (Reference #41)

Members of the Court heard from:
Jessica Rio, Budget Director, PBO
Sherri Fleming, County Executive, Travis County Health and Human Services & Veterans Service (TCHHS&VS)
Jim Lehrman, Director, Children Services, TCHHS&VS
Aerin Pfaffenberger, Budget Analyst II, PBO

MOTION: Approve the request for one Eligibility Caseworker.
RESULT: **APPROVED [4 TO 0]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Gerald Daugherty, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSTAIN: Ron Davis

Pretrial Services, Alcohol Monitoring Unit, Assistant Pretrial Officer (Reference #79)

Members of the Court heard from:
Jessica Rio, Budget Director, PBO
Irma Guerrero, Division Director, Pretrial Services

MOTION: Approve the request for an Assistant Pretrial Officer in the Alcohol Monitoring Unit.
RESULT: **DEFEATED [2 TO 3]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Margaret J. Gómez
NAYS: Ron Davis, Bruce Todd, Gerald Daugherty

Sheriff's Office, Crime Scene Specialists (Reference #89)

Members of the Court heard from:
Jessica Rio, Budget Director, PBO
Frank Lofton, Captain, Law Enforcement, TCSO

MOTION: Approve the request to fund one position.
RESULT: **APPROVED [3 TO 1]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner

AYES: Samuel T. Biscoe, Bruce Todd, Margaret J. Gómez
NAYS: Gerald Daugherty
ABSTAIN: Ron Davis

Transportation and Natural Resources, West Service Center (Reference #NEW2)

Members of the Court heard from:
Jessica Rio, Budget Director, PBO
Steve Manilla, County Executive, TNR
Greg Chico, Manager, Real Estate Division, TNR
Don Ward, Director of Road Maintenance and Fleet Services, TNR

Clerk's Note: The Court without objection approved placing an earmark on this item.

RESULT: DISCUSSED

Transportation and Natural Resources, Funding Movability of Austin (Reference #153)

Members of the Court heard from:
Steve Manilla, County Executive, TNR
Carol Joseph, Assistant Director, TNR

MOTION: Approve the request, using one-time funds.
RESULT: **DEFEATED [2 TO 3]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Bruce Todd, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd
NAYS: Ron Davis, Gerald Daugherty, Margaret J. Gómez

Transportation and Natural Resources, HMAC and Alternative Paving Projects (Reference #162)

Members of the Court heard from:
Jessica Rio, Budget Director, PBO
Steve Manilla, County Executive, TNR
Don Ward, Director of Road Maintenance and Fleet Services, TNR

MOTION: Approve the request, using one-time funds.
RESULT: **APPROVED [4 TO 0]**
MOVER: Bruce Todd, Commissioner
SECONDER: Samuel T. Biscoe, Judge
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSTAIN: Ron Davis

External - Mobile Loaves and Fishes, Supportive Housing Pilot Program (Reference #356)

Members of the Court heard from:
Jessica Rio, Budget Director, PBO
Sherri Fleming, County Executive, TCHHS&VS
Diana Ramirez, Assistant Budget Director, PBO

MOTION: Approve the request for two caseworkers in Caritas, using one-time funds for a pilot program.
RESULT: **DEFEATED [2 TO 2]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Margaret J. Gómez
NAYS: Ron Davis, Gerald Daugherty
ABSTAIN: Bruce Todd

External - Overton Group, Spanish Speaking Program (Reference #358)

Members of the Court heard from:
Jessica Rio, Budget Director, PBO
Roscoe Overton, Sr., Overton Group
Sherri Fleming, County Executive, TCHHS&VS

MOTION: Approve the request, using one-time funds.
RESULT: **DEFEATED [2 TO 2]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Bruce Todd, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd
NAYS: Gerald Daugherty, Margaret J. Gómez
ABSTAIN: Ron Davis

District Attorney, Public Integrity Unit (Reference #247)

Members of the Court heard from:
Jessica Rio, Budget Director, PBO

RESULT: **DISCUSSED**

General Administration, TCAD Appraisal policy expert consultant (Reference #Added)

Members of the Court heard from:
Jessica Rio, Budget Director, PBO

MOTION: Approve the request.
RESULT: **APPROVED [3 TO 0]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Bruce Todd, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty
ABSTAIN: Ron Davis, Margaret J. Gómez

Approve Fiscal Year 2015 Proposed Tax Rate

6. Approve Fiscal Year 2015 proposed tax rate

   a. Must be approved no later than Thursday, September 4th by noon

   b. Recommend approval by end of Wednesday, September 3rd

Members of the Court heard from:
Jessica Rio, Budget Director, PBO
Travis Gatlin, Assistant Budget Director, PBO

MOTION: Approve and advertise the proposed tax rate of .4563 cents per $100.00 of valuation.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Re-budgeting of FY 2014 Capital Accounts, CAR Projects

7. Approve "re-budgeting" of Fiscal Year 2014 capital accounts in Fiscal Year 2015, including General Fund Capital Acquisition Resources Account and related FY 2014 budget adjustments for rebudgeted CAR projects

Members of the Court heard from:
Travis Gatlin, Assistant Budget Director, PBO
Jessica Rio, Budget Director, PBO
Alan Miller, Senior Budget Analyst, PBO

MOTION: Approve Item 7.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Samuel T. Biscoe, Judge
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Fiscal year 2015 Earmarks on Reserves: Allocated and CAR reserves

8. Approve Fiscal Year 2015 earmarks on reserves: Allocated Reserve and Capital Acquisition Resources Reserve

RESULT: **NOT NEEDED**

Adjust Unallocated Reserve and Balance Budget against Allocated Reserve

9. Authorize Planning and Budget Office to adjust Unallocated Reserve and balance budget against Allocated Reserve based on fifth (final) revenue estimate

RESULT: **NOT NEEDED**

Minutes approved by the Commissioners Court

_____
Date of Approval

_____
Samuel T. Biscoe, Travis County Judge

Minutes for the Travis County Commissioners Court Thursday, September 4, 2014 Budget Mark-Up Voting Session

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

Call to Order

Meeting called to order on September 4, 2014, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX, Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

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

Clerk's Note: Please refer to the Backup for FY 2015 Markup Worksheet for a listing of the Reference numbers located in the Minutes.

Recap Current Budget Status

1. Recap current budget status, including

   a. Revenue and other available funds

   b. Proposed tax rate

   c. Changes and corrections

Members of the Court heard from:
Jessica Rio, Budget Director, Planning and Budget Office (PBO)

MOTION: Approve the Annualization Reserve related to anniversary step increases for POPS employees, to ensure that full funding is in place for annualized increases.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Bruce Todd, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Members of the Court heard from:
Jessica Rio, Budget Director, PBO
Leroy Nellis, Interim County Executive, PBO

RESULT: **DISCUSSED**

Review Process for Viewing and Tracking Budget Mark-up Changes

2. Review process for viewing and tracking budget mark-up changes

   RESULT: NOT NEEDED

Approve Preliminary Budget to Establish Baseline

3. Approve the preliminary budget to establish baseline for beginning budget mark-up process

   RESULT: NOT NEEDED

Approve Budget Changes List

4. Approve Budget Changes List

   RESULT: NOT NEEDED

Budget Agenda Request Form

5. Review requests to discuss budget items on Budget Agenda Request Form, including proposed step increase for POPS employees and flat dollar wage increase for classified employees

   HHS - Travis County Family Drug Treatment Court (PIR Grant) (TCFDTC) (Reference #38)

   Members of the Court heard from:
   Jessica Rio, Budget Director, PBO
   Sherri Fleming, County Executive, Travis County Health and Human Services & Veterans Service (TCHHS&VS)
   Roger Jefferies, County Executive, Justice and Public Safety (JPS)
   Aerin-Renee Pfaffenberger, Budget Analyst II, PBO
   Leslie Hill, Managing Attorney, Office of Child Representation, Criminal Justice Planning (CJP)

   MOTION: Approve the request, using one-time funds.
   RESULT: **APPROVED [3 TO 0]**
   MOVER: Samuel T. Biscoe, Judge
   SECONDER: Bruce Todd, Commissioner
   AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty
   ABSTAIN: Ron Davis, Margaret J. Gómez

   TNR Parks Land Manager (Option B) (Reference #155B)

   Members of the Court heard from:
   Jessica Rio, Budget Director, PBO
   Charles Bergh, Division Director, Parks and Natural Resources, TNR
   Leah Henderson, Budget Analyst, PBO
   Steve Manilla, County Executive, TNR

MOTION: Approve the request, using on-going funds.
RESULT: **APPROVED [3 TO 1]**
MOVER: Bruce Todd, Commissioner
SECONDER: Samuel T. Biscoe, Judge
AYES: Samuel T. Biscoe, Bruce Todd, Margaret J. Gómez
NAYS: Gerald Daugherty
ABSTAIN: Ron Davis

TNR - Hamilton Pool Road Improvements (Reference #176)

Members of the Court heard from:
Jessica Rio, Budget Director, PBO
Steve Manilla, County Executive, TNR

MOTION: Approve the request.
RESULT: **APPROVED [4 TO 0]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSTAIN: Ron Davis

CJP -- Workforce Development Program (New FTE) (Reference #14)

Members of the Court heard from:
Jessica Rio, Budget Director, PBO
Katie Gipson, Senior Budget Analyst, PBO

MOTION: Approve the request, contingent on performance measures being in place and being periodically monitored and evaluated.
RESULT: **APPROVED [3 TO 1]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Samuel T. Biscoe, Judge
AYES: Samuel T. Biscoe, Bruce Todd, Margaret J. Gómez
NAYS: Gerald Daugherty
ABSTAIN: Ron Davis

TCSO -- Mental Health Transport Officer (Reference #91b)

Members of the Court heard from:
Jessica Rio, Budget Director, PBO
Wes Priddy, Captain, Corrections, Travis County Sheriff's Office (TCSO)
Alan Miller, Senior Budget Analyst, PBO
Nancy Hohengarten, Judge, County Court at Law #5

MOTION: Approve the request.
RESULT: **APPROVED [3 TO 1]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Samuel T. Biscoe, Judge
AYES: Samuel T. Biscoe, Bruce Todd, Margaret J. Gómez
NAYS: Gerald Daugherty
ABSTAIN: Ron Davis

Approve Fiscal Year 2015 Proposed Tax Rate

6. Approve Fiscal Year 2015 proposed tax rate

   a. Must be approved no later than Thursday, September 4th by noon

   b. Recommend approval by end of Wednesday, September 3rd

   RESULT: **NOT NEEDED**

Re-budgeting of FY 2014 Capital Accounts, CAR Projects

7. Approve "re-budgeting" of Fiscal Year 2014 capital accounts in Fiscal Year 2015, including General Fund Capital Acquisition Resources Account and related FY 2014 budget adjustments for rebudgeted CAR projects

   RESULT: **NOT NEEDED**

Fiscal year 2015 Earmarks on Reserves: Allocated and CAR reserves

8. Approve Fiscal Year 2015 earmarks on reserves: Allocated Reserve and Capital Acquisition Resources Reserve

   Members of the Court heard from:
   Jessica Rio, Budget Director, PBO

MOTION:	Move $640,512.00 within Capital Acquisition Resources (CAR) from on-going to one-time funds.
RESULT:	**APPROVED [4 TO 0]**
MOVER:	Margaret J. Gómez, Commissioner
SECONDER:	Samuel T. Biscoe, Judge
AYES:	Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSTAIN:	Ron Davis

MOTION:	Move $149,592.00 within Allocated Reserve from on-going funds to one-time funds.
RESULT:	**APPROVED [4 TO 0]**
MOVER:	Samuel T. Biscoe, Judge
SECONDER:	Margaret J. Gómez, Commissioner
AYES:	Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSTAIN:	Ron Davis

MOTION:	Add $1,797,001.00 to the Allocated Reserve.
RESULT:	**APPROVED [4 TO 0]**
MOVER:	Samuel T. Biscoe, Judge
SECONDER:	Margaret J. Gómez, Commissioner
AYES:	Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSTAIN:	Ron Davis

MOTION:	Approve the Allocated Reserve earmarks, in the amount of $7,676.711.00; and the total CAR earmarks, in the amount of $1,519,950.00.
RESULT:	**APPROVED [4 TO 0]**
MOVER:	Margaret J. Gómez, Commissioner
SECONDER:	Samuel T. Biscoe, Judge
AYES:	Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSTAIN:	Ron Davis

Adjust Unallocated Reserve and Balance Budget against Allocated Reserve

9. Authorize Planning and Budget Office to adjust Unallocated Reserve and balance budget against Allocated Reserve based on fifth (final) revenue estimate

Members of the Court heard from:
Jessica Rio, Budget Director, PBO

MOTION:	Adjust the Allocated and Unallocated Reserves, as needed, based on the 5th and final Revenue Estimate.
RESULT:	**APPROVED [4 TO 0]**
MOVER:	Margaret J. Gómez, Commissioner
SECONDER:	Samuel T. Biscoe, Judge
AYES:	Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSTAIN:	Ron Davis

Clerk's Note: The Court discussed the posting of positions approved during the FY15 budget process.

MOTION:	Authorize departments to post and begin interviewing for newly-approved FY 2015 positions before October 1, 2014, in order to fill those positions as soon after October 1, 2014 as possible.
RESULT:	**APPROVED [4 TO 0]**
MOVER:	Margaret J. Gómez, Commissioner
SECONDER:	Samuel T. Biscoe, Judge
AYES:	Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSTAIN:	Ron Davis

Clerk's Note: The Court noted that there would be two public hearings on the tax rate -- Tuesday, September 16, 2014, at 6:00 PM, and Friday, September 19, 2014, at 9:00 AM. There will also be a public hearing on the proposed Travis County FY15 Budget on Tuesday, September 23, 2014, at 9:00 AM.

Minutes approved by the Commissioners Court

_____
Date of Approval

_____
Samuel T. Biscoe, Travis County Judge

Minutes for the Travis County Commissioners Court Tuesday, October 14, 2014 Voting Session

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

Call to Order

Meeting called to order on October 14, 2014, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX, Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

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

Public Hearings

1. Receive comments regarding a request for approval by Travis County of the issuance of Public Finance Authority of Wisconsin Revenue Bonds for the benefit of a market rate senior housing development in Wells Branch in Precinct Two. (Commissioner Todd) (Action Item #24)

   MOTION: Open the Public Hearing.
   RESULT: **APPROVED [UNANIMOUS]**
   MOVER: Gerald Daugherty, Commissioner
   SECONDER: Bruce Todd, Commissioner
   AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty
   ABSENT: Ron Davis, Margaret J. Gómez

   Members of the Court heard from:
   Gus Peña, Travis County resident

   MOTION: Close the Public Hearing.
   RESULT: **APPROVED [UNANIMOUS]**
   MOVER: Gerald Daugherty, Commissioner
   SECONDER: Bruce Todd, Commissioner
   AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty
   ABSENT: Ron Davis, Margaret J. Gómez

2. Receive comments regarding a request to authorize the filing of an instrument to vacate two ten-foot wide public utility easements located along the common lot line of Lots 1 and 2, Block A of Bee Creek Hill Estates in Precinct Three. (Commissioner Daugherty) (Action Item #19)

   MOTION: Open the Public Hearing.
   RESULT: **APPROVED [UNANIMOUS]**
   MOVER: Gerald Daugherty, Commissioner
   SECONDER: Bruce Todd, Commissioner
   AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty
   ABSENT: Ron Davis, Margaret J. Gómez

Members of the Court heard from:
Anna Bowlin, Program Manager, Planning and Engineering, Transportation and Natural Resources (TNR)

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Bruce Todd, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty
ABSENT: Ron Davis, Margaret J. Gómez

Citizens Communication

Members of the Court heard from:
Carlos León, Travis County resident
Al Wash, Promoter, Capital City Music Festival
Gus Peña, Travis County resident

Special Items

3. Consider and take appropriate action on an order concerning outdoor burning in the unincorporated areas of Travis County.

Clerk's Note: The County Judge announced that by taking no action, the prohibition against outdoor burning remains lifted.

RESULT: **NOT NEEDED**

4. Introduction of Lawrence Lyman and Kirsten Siegfried as two new division directors for Health & Human Services.

Members of the Court heard from:
Sherri Fleming, County Executive, Travis County Health and Human Services & Veterans Service (TCHHS&VS)
Kirsten Siegfried, Director, Family Support Services Division, TCHHS&VS
Lawrence Lyman, Director, Research and Planning Division, TCHHS&VS

RESULT: **DISCUSSED**

5. Recognize the staff of the Health and Human Services Research & Planning Division for receipt of the 2014 Impact Award from the Community Indicators Consortium.

Members of the Court heard from:
Sherri Fleming, County Executive, TCHHS&VS
Lawrence Lyman, Director, Research and Planning Division, TCHHS&VS

RESULT: **DISCUSSED**

Planning and Budget Dept. Items

6. Consider and take appropriate action on budget amendments, transfers and discussion items.

   RESULT: NOT NEEDED

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

   a. Annual contract with Austin Travis County Integral Care to continue the Community Partners for Children Coordinator Program in the Juvenile Probation Department;

   b. Contract amendment with the Substance Abuse and Mental Health Services Administration to extend the Day Enrichment Program in the Juvenile Treatment Drug Court in the Juvenile Probation Department; and

   c. Contract amendment with the Office of Juvenile Justice and Delinquency Prevention to extend the Day Enrichment Program in the Juvenile Treatment Drug Court in the Juvenile Probation Department.

   RESULT: ADDED TO CONSENT

8. Consider and take appropriate action on proposed routine personnel amendments.

   RESULT: ADDED TO CONSENT

9. 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 $702,414.24 for the period of September 26 to October 2, 2014.

   RESULT: ADDED TO CONSENT

10. Consider and take appropriate action on the updated space program, judicial forecast and updated building concept based on the 2035 space needs for the new Civil and Family Courthouse.

    Members of the Court heard from:
    Belinda Powell, Capital Planning Coordinator, Planning and Budget Office (PBO)
    Matias Segura, Task Manager, Travis County Civil and Family Courthouse Project, URS Corporation
    Curt Pardee, Director of Architecture, Dallas Office, Hellmuth, Obata and Kassabaum, LP (HOK)

    MOTION: Approve Item 10.
    RESULT: **APPROVED [3 TO 0]**
    MOVER: Gerald Daugherty, Commissioner
    SECONDER: Samuel T. Biscoe, Judge
    AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty
    ABSTAIN: Margaret J. Gómez
    ABSENT: Ron Davis

Justice and Public Safety Items

11. Consider and take appropriate action on memorandum of understanding between the Texas A&M Engineering Extension Service and the Texas Task Force One member and the participating agency/employer for Travis County Star Flight staff member Joseph Lebrecque.

    RESULT: **ADDED TO CONSENT**

Purchasing Office Items

12. Approve contract award for architectural/engineering services for the development of the new Medical Examiner's office, RFQ No. Q1402-008-AG, to the most highly qualified firm, SmithGroupJJR.

    Members of the Court heard from:
    Danny Hobby, County Executive, Emergency Services

    MOTION: Approve Item 12.
    RESULT: **APPROVED [UNANIMOUS]**
    MOVER: Samuel T. Biscoe, Judge
    SECONDER: Gerald Daugherty, Commissioner
    AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
    ABSENT: Ron Davis

13. Approve Modification No. 1 to Contract No. 4400001833, Capital Metropolitan Transportation Authority, employee transit passes.

    Members of the Court heard from:
    Marvin Brice, Assistant Purchasing Agent
    Adele Noel, Environmental Project Manager, TNR

    MOTION: Approve Item 13, up to the amount of $40,000.00, with the understanding that staff will provide a report when that amount is nearly spent. The Court will then decide how to proceed at that point.
    RESULT: **APPROVED [UNANIMOUS]**
    MOVER: Samuel T. Biscoe, Judge
    SECONDER: Margaret J. Gómez, Commissioner
    AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
    ABSENT: Ron Davis

14. Approve Modification No. 1 to Contract No. 4400001432, Chan and Partners Engineering, LLC, for El Rey Blvd. sidewalk design.

    RESULT: **ADDED TO CONSENT**

15. Pursuant to Texas Local Government Code, Section 263.152(A)(1), declare certain items surplus property and authorize equipment to be disposed of through Dell, Inc.

    RESULT: **ADDED TO CONSENT**

16. Pursuant to Texas Local Government Code, Section 263.152(A)(1), declare certain items surplus property and sell at public auction

    RESULT: **ADDED TO CONSENT**

17. Approve contract for the repairs of the sally port doors at the Blackwell-Thurman Criminal Justice Center (CJC) to Greg's Overhead Door Services, Inc.

    RESULT: **ADDED TO CONSENT**

18. Approve contract award for janitorial services, various locations, IFB No. B1408-002-LD, to the low bidder, International Building Services.

    RESULT: **ADDED TO CONSENT**

Transportation and Natural Resources Dept. Items

19. Consider and take appropriate action on a request to authorize the filing of an instrument to vacate two ten-foot wide public utility easements located along the common lot line of Lots 1 and 2, Block A of Bee Creek Hill Estates in Precinct Three. (Commissioner Daugherty)

    RESULT: **ADDED TO CONSENT**

20. Notify the Court on the satisfactory completion of construction of the private streets within Belvedere, Phase VII-B - a subdivision in Precinct Three. (Commissioner Daugherty)

    RESULT: **ADDED TO CONSENT**

21. Consider and take appropriate action on a request to approve a resolution and to enter into an advance funding agreement with Texas Department of Transportation for roadway safety improvements on Hamilton Pool Road from 0.31 mile west of SH 71 to Cueva Drive and at the intersection of Hamilton Pool Road and Crumley Ranch Road.

    Members of the Court heard from:
    Steve Manilla, County Executive, TNR
    Leah Henderson, Budget Analyst, PBO

    MOTION: Approve Item 21.
    RESULT: **APPROVED [UNANIMOUS]**
    MOVER: Gerald Daugherty, Commissioner
    SECONDER: Margaret J. Gómez, Commissioner
    AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
    ABSENT: Ron Davis

Health and Human Services Dept. Items

22. Consider and take appropriate action to approve Amendment No. 2, to the interlocal agreement between Travis County and the City of Austin to renew services in the Healthy Families Program.

    RESULT: **ADDED TO CONSENT**

23. Consider and take appropriate action on the following requests from Foundation Communities related to the operation of its tax preparation assistance program for eligible residents during the 2015 tax season:

    a. In-kind support in the form of printing brochures, fliers, forms and other promotional materials for the 2015 tax season; and

    b. In-kind support in the form of American Sign Language services (services for the deaf and hard of hearing) for the 2015 tax season.

    Members of the Court heard from:
    Sherri Fleming, County Executive, TCHHS&VS

    RESULT: ADDED TO CONSENT

    Clerk's Note: Judge Biscoe noted that the "not-to-exceed" amount for this item is $23,000.00, and that the item is subject to approval of a license agreement.

Other Items

24. Consider and take appropriate action on the following:

    a. The issuance of Public Finance Authority of Wisconsin Revenue Bonds for the benefit of a market rate senior housing development in Wells Branch; and

    b. Authorize the County Judge to sign a letter indicating the Court's approval on its behalf in Precinct Two. (Commissioner Todd)

    RESULT: ADDED TO CONSENT

25. Consider and take appropriate action on Travis County appointments to the Central Health Board of Managers. **(This item may be taken into Executive Session under the Consultation with Attorney exception.)**

    Judge Biscoe announced that Item 25 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

    MOTION: Direct Intergovernmental Relations Office (IGR) staff to prepare appropriate invitations for applications to serve on the Central Health Board of Managers.
    RESULT: **APPROVED [UNANIMOUS]**
    MOVER: Samuel T. Biscoe, Judge
    SECONDER: Bruce Todd, Commissioner
    AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
    ABSENT: Ron Davis

26. Consider and take appropriate action on request to approve broker/dealer applicants for conducting investment business with Travis County.

    MOTION: Approve Item 26.
    RESULT: **APPROVED [UNANIMOUS]**
    MOVER: Gerald Daugherty, Commissioner
    SECONDER: Bruce Todd, Commissioner
    AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
    ABSENT: Ron Davis

27. Consider and take appropriate action on request from the County Clerk to adjust the hourly pay levels for seasonal, temporary elections workers.

    MOTION: Approve Item 27.
    RESULT: **APPROVED [UNANIMOUS]**
    MOVER: Samuel T. Biscoe, Judge
    SECONDER: Bruce Todd, Commissioner
    AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
    ABSENT: Ron Davis

28. Receive Fiscal Year 2015 state forfeited property account budget from the Travis County Sheriff's Office in accordance with the provisions of Article 59.06(D) of the Texas Code of Criminal Procedure.

    RESULT: **ADDED TO CONSENT**

29. Consider and take appropriate action regarding a lease agreement with Fiesta Mart Inc. for use of the Fiesta Mart, 3909 North IH-35, and Fiesta Mart, 3510 South IH-35, in Austin, Texas, as an early voting and polling location for the November 4, 2014 joint general and special elections.

    RESULT: **ADDED TO CONSENT**

Executive Session Items

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

Note 1: Gov't Code Ann 551.071, Consultation with Attorney
Note 2: Gov't Code Ann 551.072, Real Property
Note 3: Gov't Code Ann 551.074, Personnel Matters
Note 4: Gov't Code Ann 551.076, Security
Note 5: Gov't Code Ann 551.087, Economic Development Negotiations

30. Receive briefing from the County Attorney regarding the Fire Code enforcement action of Travis County v. United FM 1431, L.P. et al., the collection of Fire Code civil penalties and take appropriate action. [1]

    Judge Biscoe announced that Item 30 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

    MOTION: Accept the settlement offer of $261,600.00, as payment of Fire Code civil penalties, approve the settlement of the pending enforcement action and authorize the County Judge to sign on behalf of the Commissioners Court.
    RESULT: **APPROVED [UNANIMOUS]**
    MOVER: Samuel T. Biscoe, Judge
    SECONDER: Bruce Todd, Commissioner
    AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
    ABSENT: Ron Davis

31. Receive legal briefing and take appropriate action on the Conference of Urban Counties TechShare Criminal Courts Project and related matters. [1]

Judge Biscoe announced that Item 31 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

RESULT: **DISCUSSED** **Reset for: 10/21/2014**

32. Consider and take appropriate action regarding the potential purchase of real estate in south Austin. [1 and 2]

Judge Biscoe announced that Item 32 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

MOTION: Accept the negotiated price of $2.7 million, with two months lease-back at $25,000.00 per month. The funding source is the Allocated Reserve.
FRIENDLY AMENDMENT: Authorize the signing of the prepared contract and lease agreement.
MOVER: Samuel T. Biscoe, Judge
RESULT: **FRIENDLY AMENDMENT ACCEPTED**

Clerk's Note: A Vote on the Standing Motion was taken.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Gerald Daugherty, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSENT: Ron Davis

A1. Added item: Receive legal briefing regarding County authority in situations involving viral hemorrhagic fever, including power to confine and quarantine, and take appropriate action. [1]

Judge Biscoe announced that Item A1 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Clerk's Note: The Commissioners Court noted that those citizens desiring information on this topic may contact the office of the Austin/Travis County Health Authority at 512-972-5010.

RESULT: **DISCUSSED**

A2. Added item: Consider and take appropriate action on a license agreement with Travis County Kennel Club for the use of the Travis County Exposition Center for upcoming annual dog show. [1 and 2]

Judge Biscoe announced that Item A2 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Members of the Court heard from:
Tenley Aldredge, Assistant County Attorney

MOTION: Direct staff to modify the proposed agreement, allowing the Kennel Club to use the Hinkle security firm, My Diamond H Enterprises, to provide security for the dog show scheduled for October 22, 2014, at the Travis County Expo Center; and to allow a modification to the license to include 2015.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSENT: Ron Davis

Consent Items

C1. Receive bids from County Purchasing Agent.

C2. Approve payment of claims and authorize County Treasurer to invest County funds.

C3. Approve setting a public hearing on October 21, 2014 to receive comments regarding:

a. Adoption of an order to participate in the Texas Enterprise Zone Program;

b. Nominate Rackspace as an enterprise project; and

c. An order to identify and summarize available local incentives.

MOTION: Approve Consent Items C1–C3 and Items 7.a–c, 8, 9, 11, 14, 15, 16, 17, 18, 19, 20, 22, 23.a–b, 24.a–b, 28, 29, and A3.
RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Gerald Daugherty, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSENT: Ron Davis

Added Items

A3. Approve the Commissioners Court minutes for the voting sessions of September 2, 9, 16, & 23, 2014; and the voting session/public hearings of September 16 & 19, 2014.

RESULT: **ADDED TO CONSENT**

Minutes approved by the Commissioners Court

_____
Date of Approval

_____
Samuel T. Biscoe, Travis County Judge

Minutes for the Travis County Commissioners Court Tuesday, October 21, 2014 Voting Session

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

Call to Order

Meeting called to order on October 21, 2014, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX, Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

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

Public Hearings

1. Receive public comments regarding:

   a. Adoption of an order to nominate Rackspace as an enterprise project; and

   b. An order to identify and summarize available local incentives.

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Gerald Daugherty, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSENT: Ron Davis

Members of the Court heard from:
Katie Gipson, Senior Budget Analyst, Planning and Budget Office (PBO)
Bill Blackstone, Director of Austin Site Operations, Rackspace
Dave Porter, Greater Austin Chamber of Commerce
Charles Cook, Provost, Executive Vice President for Academic Affairs, Austin Community College

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSENT: Ron Davis

Citizens Communication

Members of the Court heard from:
Carlos León, Travis County resident
Laura Seaton, Executive Assistant, Transportation and Natural Resources (TNR)

Special Items

2. Consider and take appropriate action on an order concerning outdoor burning in the unincorporated areas of Travis County.

RESULT: DISCUSSED

Clerk's Note: The County Judge announced that by taking no action, the prohibition against outdoor burning remains lifted.

Resolutions and Proclamations

3. Approve resolution recognizing October 24, 2014 as Travis County's 7th Annual History Day and celebrating 100 years of Extension Services in Travis County.

Members of the Court heard from:
Dolores Sandmann, Travis County Extension Director, Texas A&M AgriLife Extension Service

MOTION: Approve the resolution in Item 7.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSENT: Ron Davis

Planning and Budget Dept. Items

4. Consider and take appropriate action on budget amendments, transfers and discussion items.

RESULT: ADDED TO CONSENT

5. Review and approve annual contract with the Corporation for National and Community Service to continue the Retired and Senior Volunteer Program in the Health and Human Services and Veterans Service Department.

RESULT: ADDED TO CONSENT

6. Consider and take appropriate action on the following items from Human Resources Management Department:

a. Proposed routine personnel amendments;

b. Non-routine salary adjustment request from District Clerk's Office for a variance to the Travis County Code Section 10.03008, Promotion;

c. Non-routine salary adjustment request from Justice of the Peace Precinct Three Office for a variance to the Travis County Code Section 10.03008, Promotion;

d. Non-routine salary adjustment request from Justice of the Peace Precinct Five Office for a variance to the Travis County Code Section 10.03002, Salary Adjustment Greater than 10% Above Midpoint;

e. Non-routine salary adjustment request from Travis County Sheriff's Office for a variance to the Travis County Code Section 10.03002, Salary Adjustment Greater than 10% Above Midpoint; and

f. Non-routine request from Constable Precinct One Office for a variance to the Travis County Code Section 10.0155, Employment of Special Project Employees.

RESULT: ADDED TO CONSENT

7. Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of $1,701,688.17 for the period of October 3 to October 9, 2014.

RESULT: ADDED TO CONSENT

8. Consider and take action on an order authorizing the issuance of $15,100,000 Travis County, Texas State Highway System Bonds, Series 2014-A (Limited Tax), and matters pertaining thereto.

Members of the Court heard from:
Travis Gatlin, Senior Budget Analyst, PBO
Ladd Patillo, Travis County Financial Advisor
Glenn Opel, Bond Counsel, Bracewell and Guiliani
John Hille, Assistant County Attorney

MOTION: Approve Item 8.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Bruce Todd, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSENT: Ron Davis

9. Consider and take action on an order authorizing the issuance of Travis County, Texas Limited Tax Refunding Bonds (to decrease the interest rate on outstanding debt) in the aggregate principal amount not to exceed $82,470,000; levying a tax in payment thereof; providing for the award of the sale thereof in accordance with specified parameters; authorizing the execution and delivery of a bond purchase agreement and escrow agreement; approving the official statement and enacting other provisions relating thereto.

RESULT: ADDED TO CONSENT

10. Consider and take appropriate action on request from the Lone Star Rail District for waiver of fees to use the Travis County Exposition Center Banquet Hall on Tuesday, December 2, 2014 for a public open house regarding the Lone Star Regional Rail Project.

Members of the Court heard from:
Roger El Khoury, Director, Facilities Management Department (FMD)

MOTION: Waive all fees for this event.
MOVER: Bruce Todd, Commissioner

Clerk's Note: The Motion died for lack of a Second.

MOTION: Approve Option C as presented by staff, which is to charge direct costs of $300.00.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Gerald Daugherty, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSENT: Ron Davis

11. Consider and take appropriate action to approve the second amendment to the lease agreement between Harry Whittington (d/b/a Travis Properties) and Travis County for space located at 205-209 West 9th Street in Austin, Texas.

RESULT: **ADDED TO CONSENT**

Purchasing Office Items

12. Approve Modification No. 7 to Contract No. 4400000019, Hanrahan Pritchard Engineering, Inc., for engineering services for Slaughter Lane Improvement Project.

RESULT: **ADDED TO CONSENT**

13. Pursuant to Texas Local Government Code, Section 263.152(A)(1), declare certain items surplus property and sell at public auction.

RESULT: **ADDED TO CONSENT**

Transportation and Natural Resources Dept. Items

14. Consider and take appropriate action on the following:

    a. Braker Valley preliminary plan [547 total lots (514 single-family residential lots and 33 drainage, greenbelt, open space lots) – 164.05 acres – City of Austin ETJ]; and

    b. Phasing agreement between Williams, Ltd., Robert L. Lanford, David S. Lanford, and Muriel R. Lanford, Trustees of the Don L. and Muriel A. Lanford Living Trust and Travis County in Precinct One. (Commissioner Davis)

RESULT: **ADDED TO CONSENT**

15. Consider and take appropriate action on the following:

    a. A plat for recording: Briarcreek Subdivision Section 6B final plat – 60 total lots – Briarcreek Loop – City of Austin ETJ; and

b. A subdivision construction agreement between Travis County and Continental Homes of Texas. L.P. in Precinct One. (Commissioner Davis)

RESULT: ADDED TO CONSENT

16. Consider and take appropriate action on the following:

    a. A plat for recording: Avalon Phase 5B final plat – 23 total lots (Jakes Hill Road – City of Pflugerville ETJ); and

    b. A subdivision construction agreement between Travis County and KM Avalon, Ltd. in Precinct One. (Commissioner Davis)

    RESULT: ADDED TO CONSENT

17. Consider and take appropriate action on the following:

    a. A plat for recording: Avalon Phase 8A final plat – 84 total lots (Moorlynch Avenue – City of Pflugerville ETJ); and

    b. A subdivision construction agreement between Travis County and KM Avalon, Ltd. in Precinct One. (Commissioner Davis)

    RESULT: ADDED TO CONSENT

18. Notify the Court of the satisfactory completion of construction of the private streets in Spanish Oaks Section XI, a subdivision in Precinct Three. (Commissioner Daugherty)

    RESULT: ADDED TO CONSENT

19. Consider and take appropriate action regarding a license agreement with Circuit of the Americas for the use of Richard Moya Park as a bicycle staging area for cyclists who will be riding shuttle buses to the Formula One races on October 31 through November 2, 2014 in Precinct Four. (Commissioner Gómez)

    RESULT: ADDED TO CONSENT

Health and Human Services Dept. Items

20. Consider and take appropriate action to approve an interlocal agreement between Travis County and the Austin Independent School District relating to juvenile case management services at Dobie and Webb Middle Schools.

    RESULT: ADDED TO CONSENT

Other Items

21. **Revised language.** Consider and take appropriate action **on appointments** to the Travis County Adult Protective Services Special Task Unit, effective immediately through December 31, 2016:

    a. Reappoint Phyllis J. Wolf, MA, LPCS – mental health professional, Austin Travis County Integral Care; Barbara Misle – legal expert, Travis County Attorney's Office; and Funmi Ogunleye, R.N. – medical; and

b. Appoint Detective Randy Hunt – Law Enforcement Representative, Austin Police Department; Sergeant Greg Sizemore – Law Enforcement Representative, Travis County Sheriff's Office; Andy Hofmeister, – Medical, Austin-Travis County EMS; and Michelle (Shell) Schwartz, LCSW – Domestic Violence, SafePlace.

Clerk's Note: Judge Biscoe noted that Sergeant Greg Sizemore's name would be removed from the list of appointments.

RESULT: ADDED TO CONSENT

22. Consider and take appropriate action regarding Truancy Court Contract Amendment Thirteen between Austin Independent School District and Travis County Juvenile Board.

RESULT: ADDED TO CONSENT

23. **Revised language.** Consider and take appropriate action regarding joint election agreement for the November 4, **2014** joint General and Special Election with Travis County and 23 participating entities:

a. City of Austin;
b. City of Creedmoor;
c. City of Jonestown;
d. City of Lakeway;
e. City of Pflugerville;
f. City of Rollingwood;
g. Village of Point Venture;
h. Village of Volente;
i. Austin Community College District;
j. Austin Independent School District;
k. Del Valle Independent School District;
l. Lago Vista Independent School District;
m. Round Rock Independent School District;
n. North Austin Municipal Utility District No. 1;
o. Pilot Knob Municipal Utility District No. 5;
p. Southeast Travis County Municipal Utility District No. 3;
q. Southeast Travis County Municipal Utility District No. 4;
r. Tanglewood Limited District;
s. Wells Branch Municipal Utility District;
t. Williamson-Travis County Municipal Utility District;
u. Lakeside Water Control and Improvement District No. 2a
v. Barton Springs/Edwards Aquifer Conservation District; and
w. Onion Creek Metro Park

RESULT: ADDED TO CONSENT

24. Consider and take appropriate action regarding new contract for election services to conduct elections for Travis County entities.

RESULT: ADDED TO CONSENT

25. Consider and take appropriate action on Travis County appointments to the Central Health Board of Managers.

    Members of the Court heard from:
    Deece Eckstein, Intergovernmental Relations Officer, Intergovernmental Relations (IGR)

    MOTION: Approve staff's recommendations, as listed in the backup documentation.
    RESULT: **APPROVED [UNANIMOUS]**
    MOVER: Samuel T. Biscoe, Judge
    SECONDER: Bruce Todd, Commissioner
    AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
    ABSENT: Ron Davis

Executive Session Items

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

Note 1: Gov't Code Ann 551.071, Consultation with Attorney
Note 2: Gov't Code Ann 551.072, Real Property
Note 3: Gov't Code Ann 551.074, Personnel Matters
Note 4: Gov't Code Ann 551.076, Security
Note 5: Gov't Code Ann 551.087, Economic Development Negotiations

26. Receive briefing from outside counsel and take appropriate action regarding Steven Brand v. Travis County; Cause No. 1:14-CV-00658-LY. [1]

    Judge Biscoe announced that Item 26 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

    RESULT: **NOT NEEDED**

27. Receive legal briefing and take appropriate action on the Conference of Urban Counties TechShare Criminal Courts Project and related matters. [1]

    Judge Biscoe announced that Item 27 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

    MOTION: Authorize the County Judge to sign a meeting invitation to Dallas and Tarrant Counties on behalf of the Commissioners Court, and request, as set forth in the letter, that Commissioners Todd and Gómez attend that meeting and represent the Court, along with some of the internal stakeholders who have been working on this project.
    RESULT: **APPROVED [UNANIMOUS]**
    MOVER: Samuel T. Biscoe, Judge
    SECONDER: Margaret J. Gómez, Commissioner
    AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
    ABSENT: Ron Davis

28. Receive briefing and authorize County Attorney to enter into a contract for expert study and witness for possible tax challenge.[1]

Judge Biscoe announced that Item 28 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

RESULT: **DISCUSSED** **Reset for: 10/28/2014**

Consent Items

C1. Receive bids from County Purchasing Agent.

C2. Approve payment of claims and authorize County Treasurer to invest County funds.

C3. Approve the Commissioners Court Minutes for the Voting Sessions of September 30 and October 7, 2014.

MOTION: Approve Consent Items C1–C3 and Agenda Items 4, 5, 6.a–f, 7, 9, 11, 12, 13, 14.a–b, 15.a–b, 16.a–b, 17.a–b, 18, 19, 20, 21.a–b, 22, 23.a–w, 24, A1.
RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Gerald Daugherty, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSENT: Ron Davis

Added Items

A1. Ratify acceptance of the Grant Management System Award 2014-RP-BX-0047 from the U.S. Department of Justice to Travis County Juvenile Probation Department for demonstration projects to establish "zero tolerance" cultures for sexual assault in correctional facilities.

RESULT: **ADDED TO CONSENT**

A2. Receive briefing from County Attorney and take appropriate action regarding Glenn E. Swan v. Travis County (Swan; Biscoe; Texas Tort Claims Act, Personal Injury). (**This item will be taken in Executive Session under the Consultation with Attorney exception)**

Judge Biscoe announced that Item A2 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Appoint Bill Paterson, Risk Manager, Human Resources Management Department (HRMD), to represent Travis County at the mediation set in this matter.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Bruce Todd, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSENT: Ron Davis

Minutes approved by the Commissioners Court

_____
Date of Approval

_____
Samuel T. Biscoe, Travis County Judge

Minutes for the Travis County Commissioners Court Tuesday, October 28, 2014 Voting Session

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

Call to Order

Meeting called to order on October 28, 2014, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX, Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

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

Citizens Communication

Members of the Court heard from:

Melissa Velasquez, Executive Assistant, County Judge's Office
Zoila Vega, Travis County resident
Michael Fossum, Travis County resident
Carlos León, Travis County resident
Todd Osburn, Compensation Manager, Human Resources Management Department (HRMD)
Zenobia Joseph, Travis County resident
Dr. John Kim, Travis County resident
Sara Black, Travis County resident

Special Items

1. Consider and take appropriate action on an order concerning outdoor burning in the unincorporated areas of Travis County.

   Clerk's Note: The County Judge announced that by taking no action, the prohibition against outdoor burning remains lifted.

   RESULT: DISCUSSED **Reset for: 11/4/2014**

Health and Human Services Dept. Items

2. Consider and take appropriate action on items related to the Program Year 2013 Consolidated Annual Performance Evaluation Report for the Community Development Block Grant provided by HUD:

    a. Request to approve November 24, 2014 through December 8, 2014 as the 15-day public comment period for the public to review and comment on the draft;

    b. Request to set a public hearing on December 2, 2014, at 9:00 a.m. in the Travis County Commissioners Courtroom; and

    c. Request for advertisements announcing the public hearing date and 15 day public comment period in newspapers of general circulation: Austin Chronicle, Pflugerville Pflag, Hill Country News, Lake Travis View, Oak Hill Gazette, Westlake Picayune, The Villager, and Ahora Si.

    RESULT: ADDED TO CONSENT

3. Consider and take appropriate action on a memorandum of understanding between Travis County and the Central Texas Afterschool Network for the use of office space.

    RESULT: ADDED TO CONSENT

4. Consider and take appropriate action on the agreement for the Financial Support Plus 1 Program with the City of Austin, Austin Energy for FY2015.

    RESULT: ADDED TO CONSENT

Planning and Budget Dept. Items

5. Consider and take appropriate action on budget amendments, transfers and discussion items.

    RESULT: ADDED TO CONSENT

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

    a. Annual application to the Federal Emergency Management Agency, Emergency Food & Shelter Local Board Program for the Phase 32 Emergency Food and Shelter Program in the Health and Human Services and Veterans Service Department;

    b. Annual application to the Texas Indigent Defense Commission for the Indigent Defense Formula Grant Program in the Criminal Courts;

    c. Annual contract with the Office of the Governor, Criminal Justice Division for the Drug Diversion Court Program in the Pretrial Services Department;

    RESULT: ITEMS 6.a-c ADDED TO CONSENT

    d. Annual contract with the U.S. Department of Justice, Bureau of Justice Assistance to be reimbursed for expenses incurred from July 1, 2012 to June 30, 2013 under the Immigration and Naturalization Act of 1994 in the Travis County Sheriff's Office;

Members of the Court heard from:
Sara Black, Travis County resident
Alan Miller, Senior Budget Analyst, Planning and Budget Office (PBO)

MOTION: Approve Item 6.d.
RESULT: **APPROVED [3 TO 0]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Bruce Todd, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty
ABSTAIN: Margaret J. Gómez
ABSENT: Ron Davis

e. Contract amendment with the Texas Department of Housing and Community Affairs to transfer FY 2014 funds between two categories in the Weatherization Assistance Program Grant in the Health and Human Services and Veterans Service Department;

f. Annual contract with the Office of the Governor, Criminal Justice Division to continue the Family Violence Accelerated Prosecution Program in the County Attorney's Office; and

g. New contract with the Texas Department of Agriculture to receive funds for the administration of direct certification for the National School Lunch and Breakfast Program in the Juvenile Probation Department.

RESULT: **ITEMS 6.e-g ADDED TO CONSENT**

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

   a. Proposed routine personnel amendments;

   b. Non-routine from Travis County Sheriff's Office for a variance to Travis County Code Section 10.03008, Promotion; and

   c. Non-routine from District Clerk's Office for a variance to Travis County Code Section 10.03008, Promotion.

   RESULT: **ADDED TO CONSENT**

8. 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 $683,056.24 for the period of October 10 to October 16, 2014.

   RESULT: **ADDED TO CONSENT**

9. Consider and take appropriate action to relocate Wellness Clinic from University Savings Building, 2nd floor to 700 Lavaca Building, 9th floor.

   RESULT: **POSTPONED** **Reset for: 11/4/2014**

10. Consider and take appropriate action regarding:

    a. Adoption of an order to nominate Rackspace as an enterprise project; and

    b. An order to identify and summarize available local incentives.

Members of the Court heard from:
Katie Gipson, Senior Budget Analyst, PBO
Deone Wilhite, Executive Assistant, County Commissioner Precinct 1 Office
Zenobia Joseph, Travis County resident
Bill Blackstone, Director of Austin Site Operations, Rackspace

MOTION: Approve Items 10.a and b.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSENT: Ron Davis

11. Consider and take appropriate action on the overall concept for the new Travis County Civil and Family Courthouse and the 2035 Stacking Plan.

Members of the Court heard from:
Ken Gaede, Senior Project Manager, Facilities Management Department (FMD)
Matias Segura, Task Manager, Travis County Civil and Family Courthouse Project, URS Corporation
Curt Pardee, Director of Architecture, Dallas Office, Hellmuth, Obata and Kassabaum, LP (HOK)

MOTION: Continue with the development of the concept as presented, for the refinement of budget estimates.
RESULT: **APPROVED [3 TO 0]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Bruce Todd, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty
ABSTAIN: Margaret J. Gómez
ABSENT: Ron Davis

12. Receive status update on Adult Correctional System Needs Analysis and Master Plan update.

Members of the Court heard from:
Mark Gilbert, Project Manager, PBO
Laura Maiello, Vice President, Project Director, CGL RicciGreene
Wendy Naro-Ware, Vice President, JFA Institute
Alan Richardson, Managing Director, CGL
Stephen Coulston, President and Managing Principal, Broaddus Planning
Peter Baird, Planner, Broaddus Associates

RESULT: **DISCUSSED**

13. Approve submission of appropriate electronic notice to the Texas County and District Retirement System authorizing the 2015 Plan Year benefit contribution rate.

RESULT: **ADDED TO CONSENT**

Purchasing Office Items

14. Approve Modification No. 18 to Interlocal Agreement No. 4400000374, Austin Travis County Integral Care for System of Care services.

    RESULT: ADDED TO CONSENT

15. Ratify contract award to advanced Trauma Solutions, Inc., for (TARGET) Program training and coaching services.

    RESULT: ADDED TO CONSENT

16. Approve contract award for the Ned Granger Building renovation-County Attorney 3rd floor, IFB No. B1408-004-JT, to the low bidder, AG Construction Management.

    RESULT: ADDED TO CONSENT

17. Approve twelve-month extension (Modification No. 6) to Contract No. 4400000027 (HTE Contract No. 08T00263OJ), Frost Insurance Agency, for excess workers compensation insurance.

    RESULT: ADDED TO CONSENT

Transportation and Natural Resources Dept. Items

18. Consider and take appropriate action on a preliminary plan: El Pampero Preliminary Plan – Gregg Manor Road – two lots – City of Austin 2-mile ETJ in Precinct One. (Commissioner Davis)

    RESULT: ADDED TO CONSENT

19. Consider and take appropriate action on a request to use an alternative fiscal agreement for Commons at Rowe Lane Phase V-A in Precinct One. (Commissioner Davis)

    RESULT: ADDED TO CONSENT

20. Consider and take appropriate action on a request to use an alternative fiscal agreement for Commons at Rowe Lane Phase VI-A in Precinct One. (Commissioner Davis)

    RESULT: ADDED TO CONSENT

21. Consider and take appropriate action on a cash security agreement with Gehan Homes, Ltd-Austin, for sidewalk fiscal for Commons at Rowe Lane Phase 4A for lot 24 Block FF in Precinct One. (Commissioner Davis)

    RESULT: ADDED TO CONSENT

22. Consider and take appropriate action on a cash security agreement with Nalle Custom Homes, for sidewalk fiscal for Greenshores on Lake Austin Phase 3 lot 11 Block 5 in Precinct Two. (Commissioner Todd)

    RESULT: ADDED TO CONSENT

23. Consider and take appropriate action on a cash security agreement with Austin Enve, LLC for sidewalk fiscal for Lake Pointe Section 7 Lot 21 Block B in Precinct Three. (Commissioner Daugherty)

    RESULT: ADDED TO CONSENT

24. Consider and take appropriate action on a request for a variance to County on-site sewage facility (OSSF) regulations to allow two dwellings to be placed on less than two acres of land at 545 Canyon Rim Drive in Precinct Three. (Commissioner Daugherty)

    RESULT: ADDED TO CONSENT

25. Consider and take appropriate action on the following:

    a. Public involvement process for the proposed Chapter 48, Rules of Travis County, Texas for On-Site Sewage Facilities; and

    b. Approve the setting of a public hearing on Tuesday, December 2, 2014 regarding the proposed Chapter 48, Rules of Travis County, Texas for On-Site Sewage Facilities.

    Members of the Court heard from:
    Stacey Scheffel, Program Manager, On-site Sewage Facilities, Transportation and Natural Resources (TNR)

    MOTION: Approve Items 25.a and b.
    RESULT: **APPROVED [UNANIMOUS]**
    MOVER: Samuel T. Biscoe, Judge
    SECONDER: Gerald Daugherty, Commissioner
    AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
    ABSENT: Ron Davis

    Clerk's Note: The Court noted that those desiring more information or wishing to provide comments on this topic may e-mail OSSF@traviscountytx.gov or call 512-854-7565.

Other Items

26. Consider and take appropriate action to approve the Capital Area Private Defender Service written report entitled “Plan of Operation.”

    RESULT: ADDED TO CONSENT

27. Consider and take appropriate action on follow up questions regarding proposed pilot program for video conferencing in Commissioners Court.

    Members of the Court heard from:
    Tanya Acevedo, Chief Information Officer, Information Technology Services (IITS)
    Daniel Bradford, Assistant County Attorney
    Nyralin Kline, Project Manager, ITS

    MOTION: Approve the project and implement it.
    RESULT: **APPROVED [UNANIMOUS]**
    MOVER: Samuel T. Biscoe, Judge
    SECONDER: Bruce Todd, Commissioner
    AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
    ABSENT: Ron Davis

28. Consider and take appropriate action on the District Attorney's Fiscal Year 2014 Chapter 59 Asset Forfeiture Report.

    RESULT: **ADDED TO CONSENT**

29. Consider and take appropriate action regarding the appointment of Central Counting Station personnel, Receiving Substation personnel, Presiding Judge, Alternate Presiding Judge and Early Voting Ballot Board members and Presiding and Alternate Election Precinct Judges for the November 4, 2014 joint elections for the general, state constitutional amendment, and various local entity elections.

    Members of the Court heard from:
    Zenobia Joseph, Travis County resident

    MOTION: Approve Item 29.
    RESULT: **APPROVED [UNANIMOUS]**
    MOVER: Samuel T. Biscoe, Judge
    SECONDER: Bruce Todd, Commissioner
    AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
    ABSENT: Ron Davis

Executive Session Items

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

Note 1: Gov't Code Ann 551.071, Consultation with Attorney
Note 2: Gov't Code Ann 551.072, Real Property
Note 3: Gov't Code Ann 551.074, Personnel Matters
Note 4: Gov't Code Ann 551.076, Security
Note 5: Gov't Code Ann 551.087, Economic Development Negotiations

30. Receive briefing from outside counsel and take appropriate action regarding Steven Brand v. Travis County; Cause No. 1:14-CV-00658-LY. [1]

    Judge Biscoe announced that Item 30 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

    MOTION: Authorize mediation and designate Bill Paterson, Risk Manager, HRMD, to represent Travis County.
    RESULT: **APPROVED [UNANIMOUS]**
    MOVER: Samuel T. Biscoe, Judge
    SECONDER: Bruce Todd, Commissioner
    AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
    ABSENT: Ron Davis

31. Receive briefing and authorize County Attorney to enter into a contract for expert study and witness for possible tax challenge.[1]

Judge Biscoe announced that Item 31 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

RESULT: **DISCUSSED**

Consent Items

C1. Receive bids from County Purchasing Agent.

C2. Approve payment of claims and authorize County Treasurer to invest County funds.

MOTION:	Approve Consent Items C1–C2 and Agenda Items 2.a–c, 3, 4, 5, 6.a–c, 6.e–g, 7.a–c, 8, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26, 28.
RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Margaret J. Gómez, Commissioner
SECONDER:	Gerald Daugherty, Commissioner
AYES:	Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSENT:	Ron Davis

Minutes approved by the Commissioners Court

_____
Date of Approval

_____
Samuel T. Biscoe, Travis County Judge

Travis County Commissioners Court Agenda Request

Meeting Date: November 18, 2014
Prepared By/Phone Number: Melissa Velasquez, County Judge's Office
Elected/Appointed Official/Dept. Head: Samuel T. Biscoe, County Judge
Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:
CONSIDER AND TAKE APPROPRIATE ACTION REGARDING BOND RENEWAL FOR VISITING JUSTICE OF THE PEACE ELENA DIAZ.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
Elena Diaz was appointed as Visiting Justice of the Peace in 2007. Her bond is expiring and up for renewal. The department indicates a need to renew the bond in order for Judge Diaz to continue to serve as Visiting Justice of the Peace. The renewal term is January 1, 2015 and expiring December 31, 2018.

STAFF RECOMMENDATIONS:
Approve.

ISSUES AND OPPORTUNITIES:
n/a

FISCAL IMPACT AND SOURCE OF FUNDING:
Invoice in the amount of $178.00, paid by Risk Management, HRMD

REQUIRED AUTHORIZATIONS:
Margie Solano, HRMD

Created 11-13-14 at 4:49 pm

HOME OFFICE
2100 FLEUR DRIVE
DES MOINES, IOWA 50321-1158
(515) 243-8171
FAX (515) 243-3854

MERCHANTS BONDING COMPANY

AUSTIN OFFICE
P. O. BOX 26720
AUSTIN, TEXAS 78755
(512) 343-9033
FAX (512) 343-8363

TEXAS OFFICIAL BOND AND OATH FOR JUSTICE OF THE PEACE

PRECINCT # _

THE STATE OF TEXAS

County of Travis

Bond No. TX 598623

KNOW ALL PERSONS BY THESE PRESENTS:

That we, ELENA DIAZ, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the County Judge of the County of Travis, State of Texas, his/her successors in office, in the sum of Five Thousand Dollars ($5,000.00).

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 1st day of January, 2007, duly Appointed to the office of Justice of the Peace in and for Travis County in the State of Texas, for a term commencing on the 1st day of January, 2015 and expiring on the 31st day of December, 2018.

Now, therefore, if the said Principal shall faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his/her hands during the term of office, then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 6th day of October, 2014.

ELENA DIAZ
Principal

By: Elena Diaz

Merchants Bonding Company (Mutual)

By: Leandra Vasquez Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of _____

Before me, _____, a notary public, on this day personally appeared Elena Diaz known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at _____

this _____ day of _____, _____.

_____

PO 0157 TX (11/10)

_____County, Texas.

Created 11-13-14 at 4:49 pm

INVOICE

Dragoo Insurance Agency
PO Box 81606
Austin, TX 78708

Customer	Travis County Justice Of The Peace 5228
Date	11/03/2014
Customer Service	Carla White
Page	1 of 1

Payment Information	
Invoice Summary	178.00
Payment Amount	
Payment for:	Invoice#58277
TX598623	

Travis County Justice Of The Peace
C/o Mr. William Patterson, TCAB 100
PO Box 1748
Austin, TX 78767

Thank You

Please detach and return with payment

Customer: Travis County Justice Of The Peace

Invoice	Effective	Transaction	Description	Amount
58277	12/31/2014	Renew policy	Policy #TX598623 12/31/2014-12/31/2018 Merchants Bonding Co. Surety - Renew policy Elena Diaz, Justice of the Peace - Renewal Bond Please remit premium payable to: Dragoo Insurance Agency Thank you, we appreciate your business.....	178.00

Total
178.00

Thank You

Dragoo Insurance Agency	(512)837-5770	**Date**
PO Box 81606 Austin, TX 78708		11/03/2014

Travis County Commissioners Court Agenda Request

Meeting Date: November 18, 2014
Prepared By: Michael Hettenhausen, Planner **Phone #:** (512) 854-7563
Division Director/Manager: Anna Bowlin, Division Director of Development Services Long Range Planning

Department Head: Steven M. Manilla, P.E., County Executive-TNR
Sponsoring Court Member: Commissioner Todd, Precinct Two

AGENDA LANGUAGE: Approve setting a public hearing on Tuesday, December 16, 2014 to receive comments regarding for a plat for recording: Raceway Single Family Subdivision Section Five (a small lot Subdivision) Final Plat (Resubdivision of Lot 21 Northridge Acres Number Two Subdivision) - 94 Total Lots - Grand Avenue Parkway - City of Austin ETJ) in Precinct Two.

BACKGROUND/SUMMARY OF REQUEST:
This resubdivision final plat consists of 94 total lots (92 single-family lots, 1 landscape lot, and 1 wastewater easement lot) on 14.52 acres. The proposed plat's boundaries are located within the previously-platted Northridge Acres Number Two subdivision, and the applicant proposes to resubdivide Lot 21 of the Northridge Acres Number Two subdivision into the Raceway Single Family Subdivision Section Five Final Plat. There are 2,453 linear feet of public streets proposed with this final plat. Parkland fees in lieu of dedication have been paid to Travis County in the amount of $34,762.00. Fiscal surety in the amount of $1,361,011.00 has been posted with the City of Austin. Water and wastewater service to be provided by the City of Austin.

STAFF RECOMMENDATIONS:
As this resubdivision final plat meets all Travis County standards and was approved by the City of Austin Zoning and Platting Commission on November 4, 2014, Single Office staff recommends approval of the motion.

ISSUES AND OPPORTUNITIES:
The Single Office has registered no interested parties for this application.

As part of the requirements for a plat resubdivision, a notice of public hearing sign will be placed on the subject property to announce the date, time, and location of the public hearing. Should staff receive any inquiries from adjacent property owners as a result of the mailout or sign placement, an addendum to this back up memorandum will be provided to the Court prior to the public hearing.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

ATTACHMENTS/EXHIBITS:

Precinct map
Location map
Existing final plat
Proposed final plat

REQUIRED AUTHORIZATIONS:

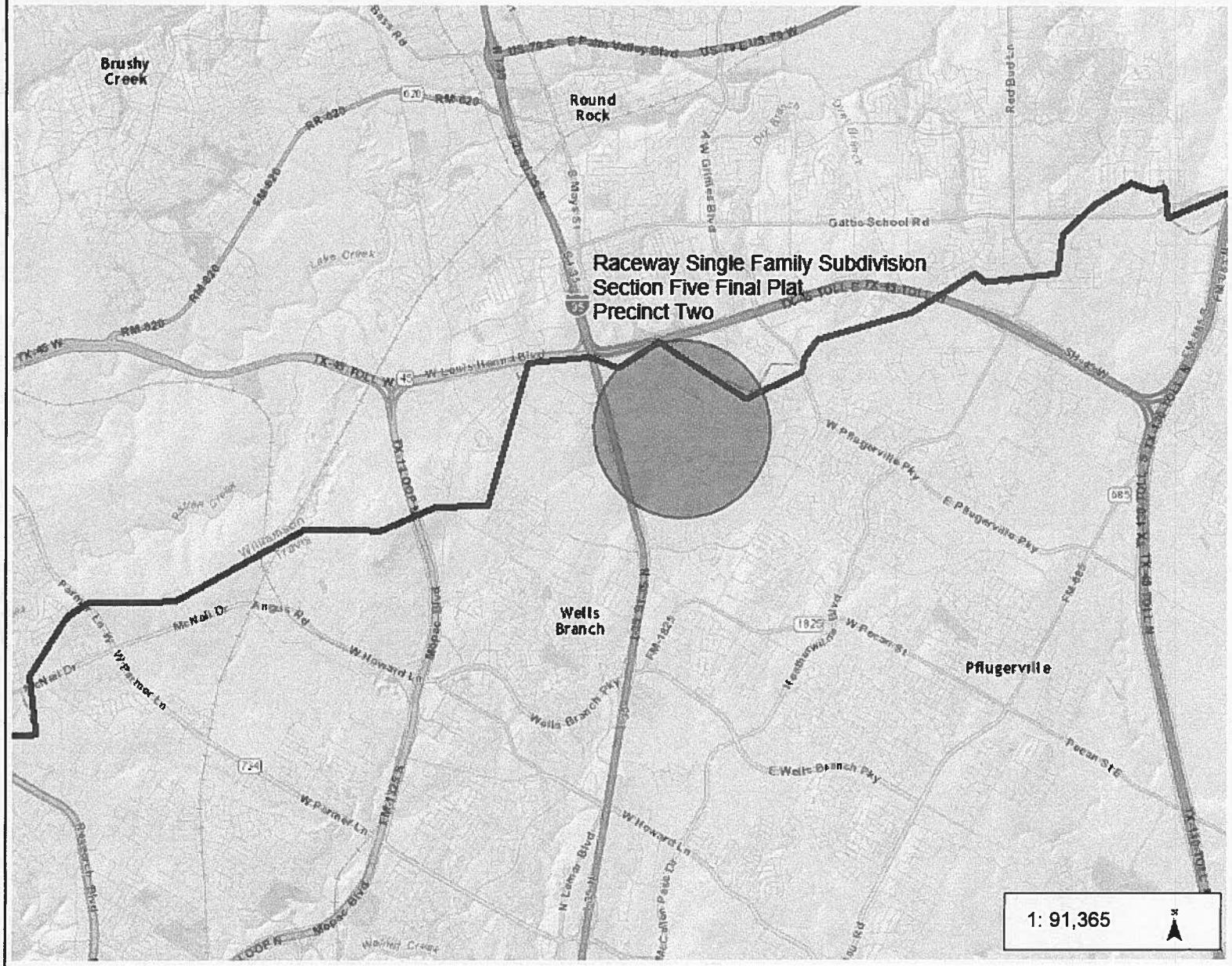
Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429

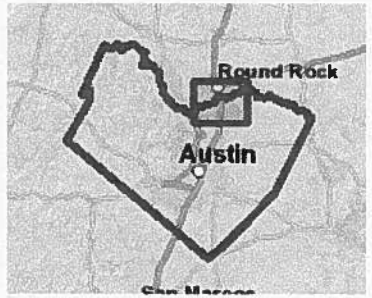
CC:

SM:AB:mh
1101 - Development Services Long Range Planning - Raceway Single Family Subdivision Section Five (A Small Lot Subdivision) Final Plat

TRAVIS COUNTY

PRECINCT MAP





Legend

Notes

2.9 0 1.44 2.9 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere

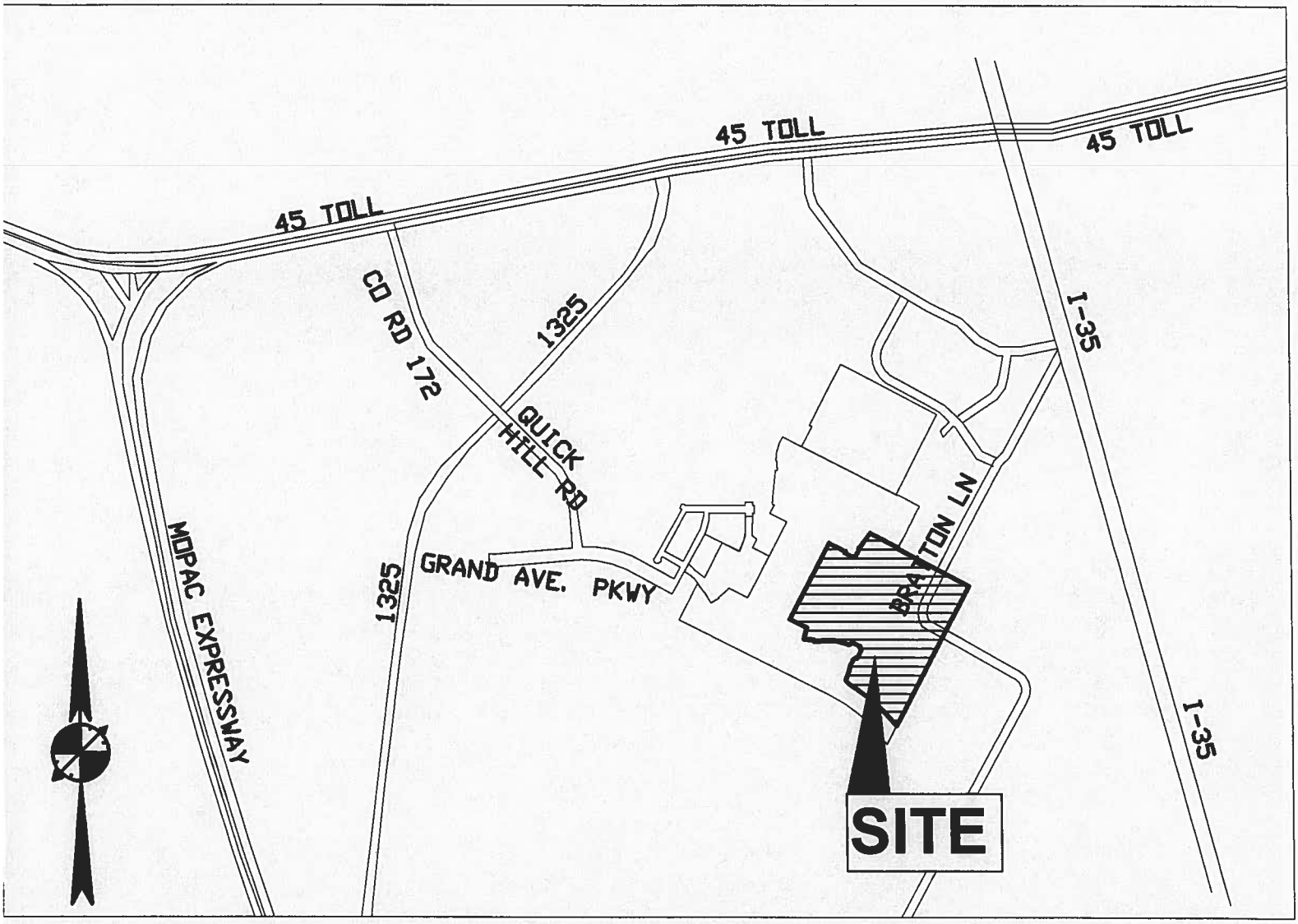
© Latitude Geographics Group Ltd.

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

Created 11-13-14 at 4:49 pm

Created 11-13-14 at 4:49 pm



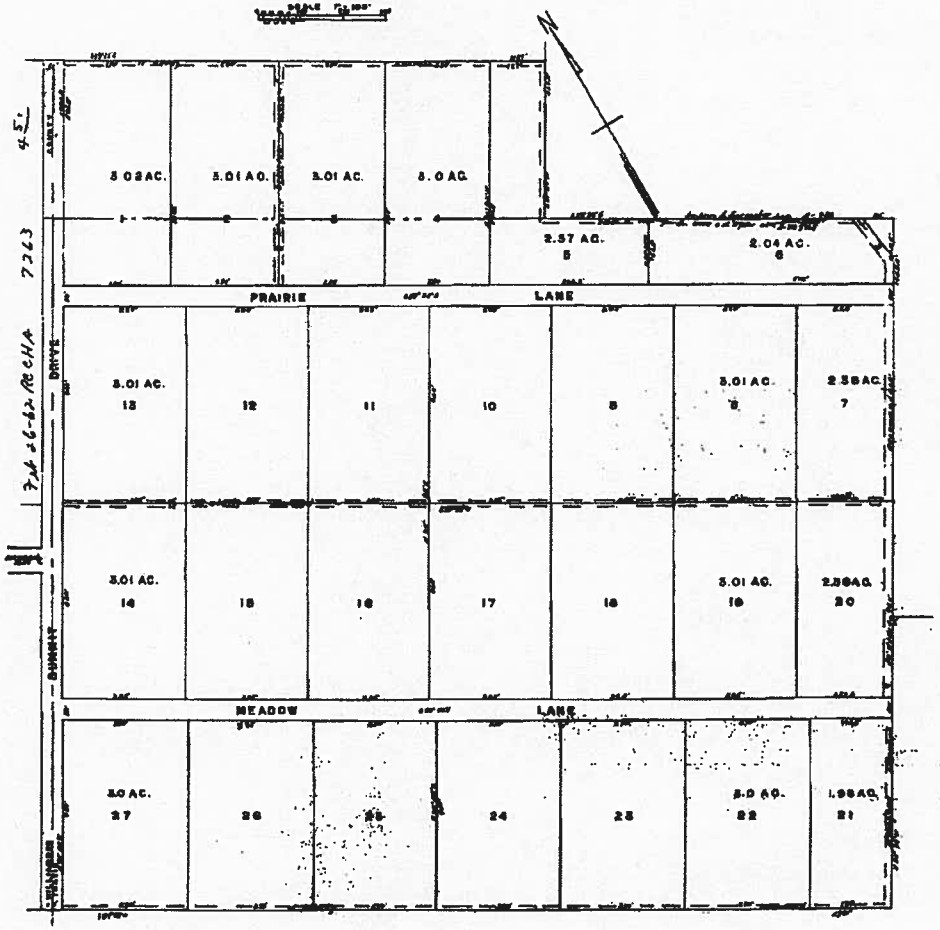
VICINITY MAP
N.T.S.
GRID NUMBER: M39
MAPSCO PAGE NUMBER: 436C
THIS PROJECT IS LOCATED WITHIN THE COA 2-MILE ETJ

EXISTING PLAT

NORTHRIDGE ACRES NO. 2

81.74AC. IN TRAVIS COUNTY, TEXAS
9.42 AC. IN THE A. SPREECHER SURVEY
72.32 " " " G.W. SPEAR "

27 LOTS OF APPROX. 5 AC. EACH



Created 11-13-14 at 4:49 pm

RACEWAY SINGLE FAMILY SUBDIVISION
SECTION FIVE
(A SMALL LOT SUBDIVISION)

CONSUMER PROTECTION NOTICE FOR HOMEBUYERS

IF YOU ARE BUYING A LOT IN THIS SUBDIVISION, YOU SHOULD DETERMINE WHETHER THE SUBDIVISION AND THE LAND AROUND IT ARE INSIDE OR OUTSIDE THE CITY LIMITS.

THIS CAN AFFECT THE ENJOYMENT AND VALUE OF YOUR HOME. 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.

THE SUBDIVISION'S RESTRICTIVE COVENANTS MAY CREATE PRIVATELY ENFORCEABLE RESTRICTIONS AGAINST INCOMPATIBLE LAND USES WITHIN THE SUBDIVISION, WHETHER IT IS INSIDE OR OUTSIDE THE CITY LIMITS.

DEPENDING ON STATE LAW AND OTHER FACTORS, HOWEVER, OUTSIDE THE CITY LIMITS NEITHER PRIVATE NOR GOVERNMENTAL RESTRICTIONS MAY BE AVAILABLE TO (1) RESTRICT EITHER THE NATURE OR EXTENT OF DEVELOPMENT NEAR THE SUBDIVISION, OR (2) PROHIBIT LAND USES NEAR THE SUBDIVISION THAT ARE INCOMPATIBLE WITH A RESIDENTIAL NEIGHBORHOOD. C8J-2010-0036.5A

Created 11-13-14 at 4:49 pm

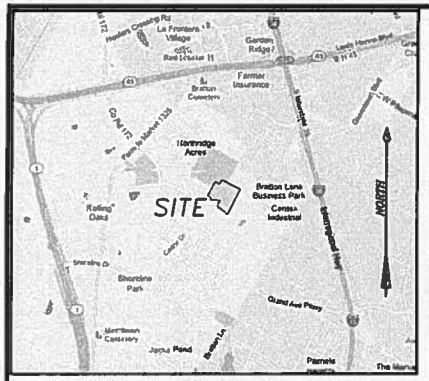
LANDESIGN SERVICES, INC.
512-238-7901
1501 CR 176 ROAD
ROUND ROCK, TEXAS 78681
FIRM REGISTRATION NO. 100018500

RACEWAY SINGLE FAMILY SUBDIVISION
SECTION FIVE
(A SMALL LOT SUBDIVISION)

PROJECT NAME: RACEWAY
JOB NUMBER: 101-12-4 | SCALE: 1"=100'
DATE: 10/05/2014
DRAWING FILE PATH:
L:\DFS Civil\Raceway\DWGS\PLATS
PREZOOMIT FILE PATH:
RPLS: JB | TECH: MS | PARTNER: DR
CHECKED BY: JB | PROJECT NO.: 211744

DRAWING NAME:
RACEWAY 5.DWG

SHEET
1 of 3



VICINITY MAP
(NOT TO SCALE)

LEGEND

- ● 1/2" IRON REBAR W/CAP MARKED "LANDESIGN" FOUND (unless noted)
- ○ 1/2" IRON REBAR W/CAP MARKED "LANDESIGN" SET (unless noted)
- ▲ NAIL FOUND
- ▲ CALCULATED POINT
- B.L. BUILDING LINE
- WWE WASTEWATER EASEMENT
- SIDEWALK
- D.R.T.C.T. DEED RECORDS OF TRAVIS COUNTY, TEXAS
- R.P.R.T.C.T. REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- P.R.T.C.T. PLAT RECORDS OF TRAVIS COUNTY, TEXAS

NORTH

SCALE IN FEET
100 50 0 100

LAND USE SUMMARY:	RACEWAY SINGLE FAMILY SUBDIVISION SECTION FIVE (A SMALL LOT SUBDIVISION)		
TOTAL ACREAGE:		14.52 ACRES	
SINGLE FAMILY LOTS		92 LOTS	
LANDSCAPE LOT		1 LOT	
NUMBER OF BLOCKS		4 BLOCKS	
OTHER LOTS: LANDSCAPE LOT		1 (0.3667 ACRE)	
TOTAL LOTS:		94	
SUBMITTAL DATE: 02/12/2014			
PUBLIC STREET NAME	LENGTH	ROW WIDTH	ACRES
BELMONT STABLES LANE	234'	56'	3.345 AC.
CANBERRA TRAIL	483'	56'	
REMINGTON RESERVE WAY	564'	56'	
KENNEDY GRACE LANE	516'	56'	
SERENE FLEMING TRACE	656'	56'	
TOTAL	2,453'		3.345 AC.

NUMBER	DIRECTION	DISTANCE
L1	N27°27'55"E	14.09'
L2	N06°35'18"E	10.02'
L3	N27°27'55"E	30.18'
L4	N27°27'55"E	56.00'
L5	N62°32'05"W	56.00'
L6	S27°27'55"W	6.85'
L7	N72°07'08"W	32.61'
L8	S86°37'58"W	72.33'
L9	N83°22'02"W	56.00'
L10	N06°37'58"E	21.02'
L11	S60°20'22"E	58.00'
L12	S59°55'29"E	1.78'
L13	N30°04'31"E	56.00'
L14	S27°41'04"W	7.69'
L15	N27°27'55"E	12.19'
L16	N56°58'40"W	51.36'
L17	N62°32'05"W	55.65'
L18	S62°32'05"E	55.65'
L19	S56°58'40"E	44.94'
L20	N62°44'08"W	50.36'
L21	S06°37'58"W	21.02'
L22	S18°45'56"W	14.24'
L23	S52°27'50"E	83.98'
L24	N40°11'27"E	11.59'
L25	N59°06'52"E	10.87'
L26	S32°27'50"E	3.04'
L27	S59°06'52"W	16.58'
L28	S40°11'27"W	9.09'

NUMBER	Delta	Radius	Length	Chord Bearing	Chord Length
C1	20°49'06"	1057.00	384.08	N48°41'23"W	381.95
C2	86°33'51"	25.00	37.77	N15°49'00"W	34.28
C3	18°52'37"	110.00	36.24	N18°01'37"E	36.08
C4	18°52'37"	90.00	29.65	N18°01'37"E	29.52
C5	90°00'00"	15.00	23.56	N72°27'55"E	21.21
C6	90°00'00"	15.00	23.56	N17°32'05"W	21.21
C7	80°24'58"	15.00	21.05	S67°40'24"W	19.37
C8	21°14'55"	258.00	95.68	N82°44'34"W	95.13
C9	100°00'00"	5.00	8.73	N43°22'02"W	7.66
C10	14°04'25"	208.00	51.09	N13°40'11"E	50.96
C11	01°37'46"	972.00	27.65	S61°55'14"E	27.65
C12	90°46'53"	5.00	7.92	S15°42'54"E	7.12
C13	00°03'08"	297.05	0.27	S29°40'05"W	0.27
C14	90°24'54"	5.00	7.89	N74°52'05"E	7.10
C15	93°29'32"	5.00	8.16	N13°10'33"W	7.28
C16	06°28'25"	972.00	109.82	N36°48'36"E	109.77
C17	02°48'39"	972.00	47.69	S61°19'48"E	47.68
C18	53°07'48"	5.00	4.64	S89°18'02"E	4.47
C19	196°27'40"	50.00	171.44	S17°38'06"E	98.97
C20	53°07'48"	5.00	4.64	S54°01'48"W	4.47
C21	261°44'56"	60.00	274.10	N21°50'36"W	90.74
C22	81°33'57"	15.00	21.35	N68°14'54"E	19.60
C23	84°26'35"	5.00	7.37	N14°45'22"W	6.72
C24	06°33'25"	972.00	94.27	N59°45'22"W	94.23
C25	06°33'25"	1028.00	99.70	S59°45'22"E	99.66
C26	99°33'25"	5.00	8.34	N75°14'38"E	7.41

NUMBER	Delta	Radius	Length	Chord Bearing	Chord Length
C27	90°12'03"	25.00	39.36	N17°38'06"W	35.42
C28	89°47'57"	5.00	7.84	S72°21'54"W	7.06
C29	90°12'03"	5.00	7.87	N17°38'06"W	7.08
C30	02°48'39"	1028.00	50.43	N61°19'48"W	50.43
C31	02°11'42"	972.00	37.24	S28°33'46"W	37.24
C32	20°49'57"	152.00	55.27	S17°02'57"W	54.98
C33	06°45'32"	208.00	24.54	N24°05'09"E	24.52
C34	02°11'42"	1028.00	39.38	N28°33'46"E	39.38
C35	14°45'31"	256.00	66.46	N79°29'52"W	66.27
C36	06°29'24"	258.00	29.22	S89°52'40"W	29.21
C37	01°21'30"	972.00	23.04	N80°36'14"W	23.04
C38	01°27'09"	972.00	24.64	N82°00'33"W	24.64
C39	24°43'57"	50.00	21.58	S78°30'02"W	21.42
C40	41°16'52"	50.00	36.02	N70°29'33"W	35.25
C41	40°06'25"	50.00	35.00	N29°47'55"W	34.29
C42	40°06'25"	50.00	35.00	N10°18'31"E	34.29
C43	48°39'14"	50.00	43.33	S55°11'20"W	41.99
C44	00°34'47"	50.00	0.51	S80°18'20"W	0.51
C45	34°04'24"	60.00	35.68	N44°19'07"E	35.16
C46	50°47'50"	60.00	53.19	N86°45'14"E	51.47
C47	50°33'59"	60.00	52.95	S42°33'52"E	51.25
C48	44°31'08"	60.00	46.62	S04°58'41"W	45.46
C49	44°30'12"	60.00	46.43	S49°34'22"W	45.28
C50	37°27'25"	60.00	39.22	N89°41'50"W	38.53
C51	03°21'08"	1028.00	60.14	N58°39'13"W	60.13
C52	02°12'16"	1028.00	39.56	N61°25'56"W	39.56

HAWTHORNE HEIGHTS TRAIL (56' R.O.W.)

RACEWAY SINGLE FAMILY SUBDIVISION SECTION FOUR (A SMALL LOT SUBDIVISION) DOC# 201400033 O.P.R.T.C.T.

BELMONT STABLES LANE

KENNEDY GRACE LANE

GRAND AVENUE PARKWAY 114' R.O.W.

REMINGTON RESERVE WAY (56' R.O.W.)

CANBERRA TRAIL (56' R.O.W.)

SERENE FLEMING TRACE (56' R.O.W.)

BRATTON LANE

BLOCK K, BLOCK L, BLOCK M, BLOCK H, BLOCK F

LANDSCAPE LOT 0.3667 ACRES

GEORGE W. SPEARS SURVEY NO. 100, ABSTRACT NO. 720

WILLIAM BRATTON SURVEY NO. 100

CRVI RACEWAY HOLDINGS, L.P. TRACT 4 (90.578 ACRES) DOC. NO. 2007127903 O.P.R.T.C.T.

CRVI RACEWAY HOLDINGS, L.P. TRACT 2 (37.788 ACRES) DOC. NO. 2007127903 O.P.R.T.C.T.

FPA BRATTON ASSOCIATES, L.P. 80.533 ACRES DOC. NO. 2006024340 O.P.R.T.C.T.

15' WATER LINE EASEMENT DOC. NO. 2006028432

15' WASTEWATER EASEMENT DOC. NO. 2006028434
15' PUBLIC UTILITY EASEMENT BK. 14, PG. 84

DRAINAGE EASEMENT DOC. NO. 2006092737

20' WASTEWATER EASEMENT DOC. NO. 2006028431

LOT 1, BLOCK A TRAVESIA PHASE 2 DOC. NO. 200800004 O.P.R.T.C.T.

DETAIL "A"

DETAIL "B"

1/2" ROD W/"CRVI TRNA CAP" FOUND IN CONCRETE

1" ROD 1'ABOVE GROUND

C8J-2010-0036.5A

LANDESIGN SERVICES, INC.
1501 SOUTH MOPAC EXPRESSWAY
SUITE 310
ROUND ROCK, TEXAS 78681
PH 512-238-7901 FAX 512-238-7038
TBPE FIRM REGISTRATION NO. 10001900
TBPLS FIRM REGISTRATION NO. 100566-00

RACEWAY SINGLE FAMILY SUBDIVISION SECTION FIVE (A SMALL LOT SUBDIVISION)

PROJECT NAME: RACEWAY
JOB NUMBER: 191-12-4
DATE: 05/05/2014
DRAWING FILE PATH: L:\CFS DRAWINGS\...\DWGS\PLATS
FIELDNOTE FILE PATH:
BPLS: JB | TECH: MAS | PARTYCHIEF: DR
DESIGNED BY: JB | FIELDBOOK: 316/44

SCALE: 1"= 100'

DRAWING NAME
RACEWAY 5.DWG

SHEET
2 of 3

Created 11-13-14 at 4:49 pm

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

THAT PULTE HOMES OF TEXAS, L.P. A TEXAS LIMITED PARTNERSHIP, BY STEPHEN ASHLOCK, DIRECTOR OF LAND DEVELOPMENT, BEING THE OWNER OF 202.577 ACRES OF LAND SITUATED IN THE GEORGE W. SPEARS SURVEY NO. 100, ABSTRACT NO. 720 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF TRACT 1, A PORTION OF TRACT 2 A PORTION OF TRACT 3 AND A PORTION OF TRACT 4 THAT CERTAIN TRACT OF LAND CONVEYED BY SPECIAL WARRANTY DEED OF RECORD IN DOCUMENT NO. 2014154042 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING PART OF LOT 21, NORTHRIDGE ACRES NO. 2 A SUBDIVISION OF RECORD IN VOLUME 14, PAGE 84 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, DO HEREBY RESUBDIVIDE 14.52 ACRES OF LAND PURSUANT TO TITLE 30 OF THE AUSTIN CITY CODE AND 212.014, TEXAS LOCAL GOVERNMENT CODE, AND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT, TO BE KNOWN AS:

RACEWAY SINGLE FAMILY SUBDIVISION SECTION FIVE
(A SMALL LOT SUBDIVISION)

AND DOES HEREBY DEDICATE TO THE PUBLIC USE ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS THE _____ DAY OF _____, 20_____ A.D.

_____
STEPHEN ASHLOCK, DIRECTOR OF LAND DEVELOPMENT
PULTE HOMES OF TEXAS, L.P. A TEXAS LIMITED PARTNERSHIP
9401 AMBERGLEN BLVD., BLDG. I, SUITE 150
AUSTIN, TX 78729

BY: _____
STEPHEN ASHLOCK, DIRECTOR OF LAND DEVELOPMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED STEPHEN ASHLOCK, DIRECTOR OF LAND DEVELOPMENT, PULTE HOMES OF TEXAS, L.P. A TEXAS LIMITED PARTNERSHIP, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL THIS THE _____ DAY OF _____, 20_____, A.D.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

_____ MY COMMISSION EXPIRES ON _____
PRINTED NAME OF NOTARY

FLOOD PLAIN AND DRAINAGE EASEMENT NOTES:

NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) 48453C0260H, TRAVIS COUNTY, TEXAS AND DATED SEPTEMBER 26, 2008, COMMUNITY NO. 481026 FOR TRAVIS COUNTY, TEXAS.,

I, CHRISTINE A. POTTS, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AND ENGINEERING STANDPOINT AND COMPLIES WITH TITLE 30 OF THE AUSTIN CITY CODE AS AMENDED AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

_____ _____
CHRISTINE A. POTTS DATE
REGISTERED PROFESSIONAL ENGINEER NO. 99351

CSF CIVIL GROUP
3636 EXECUTIVE CENTER DRIVE, SUITE 209
AUSTIN, TEXAS 78731
(512) 614-4466
TX FIRM REG. NO. F-12377

THIS SUBDIVISION IS WITHIN THE 2-MILE EXTRATERRITORIAL JURISDICTION OF THE CITY AUSTIN AS OF THIS THE _____ DAY OF _____, 20_____.

ACCEPTED AND AUTHORIZED FOR RECORD BY THE DIRECTOR, PLANNING & DEVELOPMENT REVIEW DEPARTMENT, CITY OF AUSTIN, COUNTY OF TRAVIS, THIS THE _____ DAY OF _____, 20___, AD.

_____
GREG GUERNSEY, DIRECTOR
PLANNING AND DEVELOPMENT REVIEW

ACCEPTED AND AUTHORIZED FOR RECORD BY THE ZONING AND PLATTING COMMISSION OF THE CITY OF AUSTIN, TEXAS, THIS THE _____ DAY OF _____, 20_____.

_____ _____
BETTY BAKER, CHAIRPERSON CYNTHIA BANKS, SECRETARY

Created 11-13-14 at 4:49 pm

LAND SURVEYOR'S STATEMENT

I, JOSEPH BEAVERS, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED PORTIONS OF TITLE 30, OF THE AUSTIN CITY CODE AS AMENDED, IS TRUE AND CORRECT TO THE BEST OF MY ABILITY, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

_____ _____
JOSEPH BEAVERS, R.P.L.S. NO. 4938 DATE

LANDESIGN SERVICES, INC.
1220 McNEIL ROAD
SUITE 200
ROUND ROCK, TEXAS 78681
(512) 238-7901
FIRM REGISTRATION NO. 10001800

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

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

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

STATE OF TEXAS {}
COUNTY OF TRAVIS {}

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

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE _____, DAY OF _____, 20_____, A.D.

DANA DEBEAUVOIR, COUNTY CLERK, TRAVIS COUNTY, TEXAS.

_____
DEPUTY

STATE OF TEXAS {}
COUNTY OF TRAVIS {}

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____, A.D. AT _____ O'CLOCK _____ .M., OF SAID COUNTY AND STATE IN DOCUMENT NO. _____, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE _____, DAY OF _____, 20_____, A.D.

DANA DEBEAUVOIR, COUNTY CLERK, TRAVIS COUNTY, TEXAS.

_____
DEPUTY

GENERAL NOTES:

1. IN A SUBURBAN WATERSHED, WATER QUALITY CONTROLS ARE REQUIRED FOR NEW DEVELOPMENT IN ACCORDANCE WITH THE ENVIRONMENTAL CRITERIA MANUAL OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.

2. ALL STREETS, DRAINAGE AND SIDEWALKS SHALL BE CONSTRUCTED AND INSTALLED TO TRAVIS COUNTY STANDARDS, AND WASTEWATER LINES AND EROSION CONTROLS SHALL BE CONSTRUCTED AND INSTALLED TO CITY OF AUSTIN STANDARDS.

3. PRIOR TO CONSTRUCTION ON LOTS IN THIS SUBDIVISION, DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF AUSTIN AND TRAVIS COUNTY FOR REVIEW. RAINFALL RUNOFF SHALL BE HELD TO THE AMOUNT EXISTING AT UNDEVELOPED STATUS BY PONDING OR OTHER APPROVED METHOD.

4. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR ASSIGNS.

5. PROPERTY OWNER AND/OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY OR OTHER GOVERNMENTAL AUTHORITIES. FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.

6. ENCLOSED STORM SEWER PIPES WILL BE LOCATED IN DRAINAGE EASEMENTS A MINIMUM OF 15 FEET WIDE. EASEMENTS FOR OPEN CHANNELS SHALL BE A MINIMUM OF 25 FEET WIDE.

7. EROSION/SEDIMENTATION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION PURSUANT TO LAND DEVELOPMENT CODE AND THE ENVIRONMENTAL CRITERIA MANUAL. IT SHALL BE THE RESPONSIBILITY OF THE LOT OWNER/BUILDER TO INSTALL AND MAINTAIN TEMPORARY EROSION CONTROLS (SILT FENCE), REVEGETATION AND TREE PROTECTION FOR ALL DISTURBED AREAS DURING THE PERIOD OF CONSTRUCTION UNTIL DISTURBED AREAS ARE ADEQUATELY STABILIZED AGAINST EROSION PURSUANT TO THE CITY OF AUSTIN LAND DEVELOPMENT CODE.

8. THE WATER AND/OR WASTEWATER EASEMENTS INDICATED ON THIS PLAT ARE FOR THE PURPOSE OF CONSTRUCTION, OPERATIONS, MAINTENANCE, REPAIR, REPLACEMENT, UPGRADE, DECOMMISSIONING AND REMOVAL OF WATER AND/OR WASTEWATER FACILITIES AND APPURTENANCES. NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, RETAINING WALLS, TREES OR OTHER STRUCTURES ARE PERMITTED IN WATER AND/OR WASTEWATER EASEMENTS EXCEPT AS APPROVED BY THE CITY OF AUSTIN AND TRAVIS COUNTY, TEXAS.

GENERAL NOTES (cont.):

9. NO LOT SHALL BE OCCUPIED UNTIL THE STRUCTURE IS CONNECTED TO THE CITY OF AUSTIN WATER AND WASTEWATER UTILITY SYSTEM.

10. THE WATER AND WASTEWATER UTILITY SYSTEM SERVING THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE CITY OF AUSTIN UTILITY DESIGN CRITERIA. THE WATER AND WASTEWATER UTILITY PLAN MUST BE REVIEWED AND APPROVED BY THE AUSTIN WATER UTILITY. ALL WATER AND WASTEWATER CONSTRUCTION MUST BE INSPECTED BY THE CITY OF AUSTIN. THE LANDOWNER MUST PAY THE CITY INSPECTION FEE WITH THE UTILITY CONSTRUCTION.

11. ELECTRIC SERVICE WILL BE PROVIDED BY ONCOR ELECTRIC DELIVERY. TELEPHONE SERVICE WILL BE PROVIDED BY AT&T.

12. THIS SUBDIVISION WILL BE DESIGNED IN ACCORDANCE WITH 30-2-232 OF THE LAND DEVELOPMENT CODE.

13. ALL CORNER LOTS SHALL BE A MINIMUM 4,500 SQUARE FEET.

14. THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF AUSTIN. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR REPLATTING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AN REQUIREMENTS.

15. NO CONSTRUCTION OR PLACEMENT OF STRUCTURES INCLUDING BUILDINGS, SHEDS, POOLS, LANDSCAPING OR GARDENS IS ALLOWED WITHIN A CRITICAL ENVIRONMENTAL FEATURE BUFFER ZONE PER THE CITY OF AUSTIN'S LAND DEVELOPMENT CODE. WASTEWATER DISPOSAL IS PROHIBITED WITHIN THE CEF BUFFER ZONE AND VEGETATIVE COVER MUST BE MAINTAINED TO THE MAXIMUM EXTENT PRACTICABLE.

16. MAINTENANCE OF THE WATER QUALITY CONTROLS REQUIRED ABOVE SHALL BE ACCORDING TO THE CITY OF AUSTIN STANDARDS.

17. TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO DEVELOPMENT.

18. NO OBJECTS INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES OR LANDSCAPE SHALL BE ALLOWED IN A DRAINAGE EASEMENT EXCEPT AS APPROVED BY TRAVIS COUNTY (AND OTHER APPROPRIATE JURISDICTION).

19. THIS SUBDIVISION WILL UTILIZE OFFSITE WATER CONVEYANCE, DETENTION AND WATER QUALITY CONTROLS. THE OFFSITE STORM SEWER LINE IS WITHIN A DRAINAGE EASEMENT RECORDED IN DOCUMENT NO. 201051047 AND WATER QUALITY POND IS WITHIN A DRAINAGE EASEMENT RECORDED BY SEPARATE INSTRUMENT DOCUMENT NO. 2010151046 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND WILL BE CONSTRUCTED WITH THE SUBDIVISION INFRASTRUCTURE.

20. BY APPROVING THIS PLAT, THE CITY OF AUSTIN ASSUMES NO OBLIGATION TO CONSTRUCT ANY INFRASTRUCTURE IN CONNECTION WITH THIS SUBDIVISION. ANY SUBDIVISION INFRASTRUCTURE REQUIRED FOR THE DEVELOPMENT OF LOTS IN THIS SUBDIVISION IS THE RESPONSIBILITY OF THE DEVELOPER AND/OR THE OWNERS OF THE LOTS. FAILURE TO CONSTRUCT ANY REQUIRED INFRASTRUCTURE TO CITY STANDARDS MAY BE JUST CAUSE FOR THE CITY TO DENY APPLICATIONS FOR CERTAIN DEVELOPMENT PERMITS INCLUDING BUILDING PERMITS, SITE PLAN APPROVALS, AND/OR CERTIFICATES OF OCCUPANCY.

21. A TEN FOOT (10') PUBLIC UTILITY EASEMENT IS DEDICATED ADJACENT TO ALL STREET RIGHTS OF WAY.

22. PUBLIC SIDEWALKS, BUILT TO CITY OF AUSTIN STANDARDS, ARE REQUIRED ALONG THE FOLLOWING STREETS AND AS SHOWN BY A DOTTED LINE ON THE FACE OF THE PLAT BELMONT STABLES LANE, CANBERRA TRAIL, REMINGTON RESERVE WAY, KENNEDY GRACE LANE AND SERENE FLEMING TRACE. THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY.

23. IT IS DECLARED THAT ALL OF THE PROPERTY OF THE SUBDIVISION SHALL BE HELD, SOLD AND CONVEYED SUBJECT TO THE FOLLOWING RESTRICTIONS, COVENANTS AND CONDITIONS CONTAINED IN THE RESTRICTIONS ON FILE IN DOCUMENT NO. 2014154043 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

24. LOT 82, BLOCK F, A LANDSCAPE LOT, SHALL BE OWNED AND MAINTAINED BY THE PRESTON VILLAGE HOA, INC. NO RESIDENTIAL DEVELOPMENT SHALL BE PERMITTED ON THESE LOTS.

25. THIS SUBDIVISION PLAT WAS APPROVED AND RECORDED BEFORE THE CONSTRUCTION AND ACCEPTANCE OF STREETS AND OTHER SUBDIVISION IMPROVEMENTS. PURSUANT TO THE TERMS OF A SUBDIVISION CONSTRUCTION AGREEMENT BETWEEN THE SUBDIVIDER AND THE CITY OF AUSTIN, DATED _____, 20____ THE SUBDIVIDER IS RESPONSIBLE FOR THE CONSTRUCTION OF ALL STREETS AND FACILITIES NEED TO SERVE THE LOTS WITHIN THE SUBDIVISION. THE RESPONSIBILITY MAY BE ASSIGNED IN ACCORDANCE WITH THE TERMS OF THAT AGREEMENT. FOR THE CONSTRUCTION AGREEMENT PERTAINING TO THIS SUBDIVISION, SEE THE SEPARATE INSTRUMENT RECORDED IN DOC. _____, IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

26. BYLAWS OF PRESTON VILLAGE HOA, INC. ARE CONTAINED IN DOCUMENT NO. 201215483 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

27. ALL NOTES FROM THE FACE OF THE ORIGINAL SUBDIVISION PLAT, NORTHRIDGE ACRES NO. 2, VOLUME 14, PAGE 84, SHALL APPLY TO THIS SUBDIVISION.

28. A TRAVIS COUNTY DRIVEWAY PERMIT IS REQUIRED PRIOR TO CONSTRUCTING A DRIVEWAY CONNECTION TO TRAVIS COUNTY RIGHT-OF-WAY.

29. THE WATER AND/OR WASTEWATER EASEMENTS INDICATED ON THIS PLAT ARE FOR THE PURPOSE OF CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, UPGRADE, DECOMMISSIONING AND REMOVAL OF WATER AND/OR WASTEWATER FACILITIES AND APPURTENANCES. NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, RETAINING WALLS, TREES OR OTHER STRUCTURES ARE PERMITTED IN WATER AND/OR WASTEWATER EASEMENTS EXCEPT AS APPROVED BY THE AUSTIN WATER UTILITY.

C8J-2010-0036.5A

LANDESIGN SERVICES, INC.
TBAE REGISTRATION NO. F-2386
TBPLS REGISTRATION NO. 10001800
1220 McNEIL ROAD, SUITE 200
ROUND ROCK, TEXAS 78681
512-238-7901

RACEWAY SINGLE FAMILY SUBDIVISION SECTION FOUR (A SMALL LOT SUBDIVISION)

PROJECT NAME: RACEWAY
JOB NUMBER: 191-12-4
DATE: 06/05/2014 SCALE: 1"=100'
DRAWING FILE PATH:
L:\CSF CIVIL Proj\LOWES\PLATS
PELDWATE FILE PATH:
PM'S: JB TECH: MS PAPITCHED: DR
PLOTTED ON: 11/13/2014

DRAWING NAME
RACEWAY 4.DWG

SHEET
3 of 3

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 September, 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 Friday, November 07, 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 mist 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
September 30, 2014
(Unaudited)

	Governmental Fund Types				Proprietary Fund Type
Assets:	**General**	**Special Revenue**	**Debt Service**	**Capital Projects**	**Internal Service**
Pooled Cash	$ 214,431,008	$ 51,690,608	$ 26,541	$ 222,001,374	$ 42,494,447
Investments	-	1,273,891	19,305,241	-	-
Other Receivables/Other Assets	9,417,654	3,014,706	8,960	2,324,068	3,591,605
Taxes Receivable	2,248,714	-	1,097,857	-	-
Prepaid Items	-	-	-	-	412,061
Capital Assets	-	-	-	-	372,909
Total Assets	$ 226,097,376	$ 55,979,205	$ 20,438,599	$ 224,325,442	$ 46,871,022
Deferred Inflows:					
Delinquent Tax Roll	$ 2,248,714	$ -	$ 1,097,857	$ -	$ -
Total Deferred Inflows	2,248,714	-	1,097,857	-	-
Liabilities:					
Accounts Payable	14,345,896	1,255,280	-	9,529,988	340,832
Other Liabilities	33,378,706	3,925,784	1,090,473	1,052,787	11,414,844
Unearned Revenue	70,001	4,644,351	-	2,970,438	-
Total Liabilities	47,794,603	9,825,415	1,090,473	13,553,213	11,755,676
Equity:					
Fund Balance / Retained Earnings	176,054,059	46,153,790	18,250,269	210,772,229	35,115,346
Total Deferred Inflows, Liabilities and Fund Equity	$ 226,097,376	$ 55,979,205	$ 20,438,599	$ 224,325,442	$ 46,871,022

FY 2014 Budgeted Funds
Budget to Actual
September 30, 2014
(Unaudited)

	Full Yr Budget	YTD Actual	Balance	*Non-Budgeted YTD Actual
General Fund				
Revenues	$ 502,301,103	$ 526,381,706	$ (24,080,603)	$ -
Expenditures and encumbrances	552,198,302	539,025,882	13,172,420	-
Special Revenue				
Revenues	39,980,454	40,804,965	(824,511)	41,165,708
Expenditures and encumbrances	42,942,744	39,188,424	3,754,320	42,644,510
Debt Service				
Revenues	80,328,941	81,434,967	(1,106,026)	1,697,314
Expenditures and encumbrances	81,575,833	81,387,299	188,534	1,759,182
Capital Projects				
Revenues	90,142,845	91,372,346	(1,229,501)	5,077,848
Expenditures and encumbrances	275,775,309	162,654,801	113,120,508	13,073,908
Internal Service				
Revenues	66,096,181	65,979,356	116,825	-
Expenses	72,069,026	65,772,658	6,296,368	-

Cash Receipts and Disbursements Statement
For the Month of September 2014

	Beginning Balance	Receipts	Disbursements	Ending Balance
General Fund	$ 260,908,471	$ 68,296,835	$ 114,774,298	$ 214,431,008
Special Revenue Funds	49,819,422	11,979,739	10,108,553	51,690,608
Debt Service Funds	6,356	25,729,288	25,709,103	26,541
Capital Project Funds	228,998,739	1,274,967	8,272,332	222,001,374
Internal Service Funds	36,091,034	15,365,575	8,962,162	42,494,447
	$ 575,824,022	$ 122,646,404	$ 167,826,448	$ 530,643,978

Statement of Interfund Transfers
For The Twelve Months Ended September 30, 2014
(Unaudited)

FROM	TO		
Abandoned Vehicle Fund	General Fund	$	40,000
CAPSO	General Fund		39,000
Unclaimed Property Fund	General Fund		48,412
County Clerk Archival Fund	General Fund		7,702
General Fund	Balcones Canyonland-TNR		11,958,661
General Fund	Courthouse Security		2,381,164
General Fund	Dispute Resolution Ctr		81,665
General Fund	JJAEP(Juvenile Court)		195,431
General Fund	Professional Prosecutors		62,500
General Fund	Truancy Court		150,869
Capital Project Funds	Debt Service - Tax Exempt		63,197
Self Insurance Fund	General Fund		25,000
Travis County Corporations	General Fund		168,713

Outstanding Bond Indebtedness	$ 673,962,143
Interest Rate Range	0.58% to 5.875%

Note: Financial Statements include blended component units.
* Includes Grants and funds in which budgetary control is outside the scope of the Commissioners' Court.

Nicki Riley, CPA
Travis County Auditor

Travis County Commissioners Court Agenda Request
Northwest Travis County Road District No. 3

Meeting Date: November 18, 2014
Prepared By/Phone Number: Robert Resnick, Commissioners Court Specialist, 512-854-4722
Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, Travis County Clerk
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: Approve the Northwest Travis County Road District No. 3 (Golden Triangle) Minutes for the Voting Sessions of October 14 & 28, 2014.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

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

Minutes for the Northwest Travis County Road District No. 3 (Golden Triangle) Tuesday, October 14, 2014 Voting Session

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

Meeting called to order on October 14, 2014, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

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

1. Approve payment of claims and authorize County Treasurer to invest Road District funds.

   RESULT: **NOT NEEDED**

2. **Added item:** Approve the Northwest Travis County Road District No. 3 (Golden Triangle) minutes for the voting sessions of September 2 & 23, 2014.

   MOTION: Approve Item 2.
   RESULT: **APPROVED [UNANIMOUS]**
   MOVER: Gerald Daugherty, Commissioner
   SECONDER: Margaret J. Gómez, Commissioner
   AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
   ABSENT: Ron Davis

Minutes approved by the Commissioners Court

_____
Date of Approval

_____
Samuel T. Biscoe, Travis County Judge

Minutes for the Northwest Travis County Road District No. 3 (Golden Triangle) Tuesday, October 28, 2014 Voting Session

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

Meeting called to order on October 28, 2014, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

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

1. Approve payment of claims and authorize County Treasurer to invest Road District funds.

MOTION:	Authorize that any investments be made and any claims be paid.
RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Samuel T. Biscoe, Judge
SECONDER:	Gerald Daugherty, Commissioner
AYES:	Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSENT:	Ron Davis

Minutes approved by the Commissioners Court

_____
Date of Approval

_____
Samuel T. Biscoe, Travis County Judge

Travis County Commissioners Court Agenda Request
Travis County Bee Cave Road District No. 1

Meeting Date: November 18, 2014
Prepared By/Phone Number: Robert Resnick, Commissioners Court Specialist, 512-854-4722
Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, Travis County Clerk
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: Approve the Bee Cave Road District No. 1 (Galleria) Minutes for the Voting Sessions of October 14 & 28, 2014.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

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

Minutes for the Travis County Bee Cave Road District No. 1 (Galleria) Tuesday, October 14, 2014 Voting Session

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

Meeting called to order on October 14, 2014, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

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

1. Approve payment of claims and authorize County Treasurer to invest Road District funds.

   MOTION: Approve the investments in Item 1.
   RESULT: **APPROVED [UNANIMOUS]**
   MOVER: Margaret J. Gómez, Commissioner
   SECONDER: Gerald Daugherty, Commissioner
   AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
   ABSENT: Ron Davis

2. **Added item:** Approve the Bee Cave Road District No. 1 (Galleria) minutes for the voting sessions of September 2, 16, & 23, 2014.

   MOTION: Approve Item 2.
   RESULT: **APPROVED [UNANIMOUS]**
   MOVER: Margaret J. Gómez, Commissioner
   SECONDER: Gerald Daugherty, Commissioner
   AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
   ABSENT: Ron Davis

Minutes approved by the Commissioners Court

_____
Date of Approval

_____
Samuel T. Biscoe, Travis County Judge

Minutes for the Travis County Bee Cave Road District No. 1 (Galleria) Tuesday, October 28, 2014 Voting Session

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

Meeting called to order on October 28, 2014, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

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

1. Approve payment of claims and authorize County Treasurer to invest Road District funds.

MOTION:	Authorize that any investments be made and any claims be paid.
RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Samuel T. Biscoe, Judge
SECONDER:	Margaret J. Gómez, Commissioner
AYES:	Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSENT:	Ron Davis

Minutes approved by the Commissioners Court

_____
Date of Approval

_____
Samuel T. Biscoe, Travis County Judge

Travis County Health Facilities Development Corporation
Agenda Request

Meeting Date: November 18, 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 a request from the Travis County Sheriff's Office to purchase outdoor fitness equipment for the Del Valle Correctional Complex property located at 3614 FM 973.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: See attached backup.

STAFF RECOMMENDATIONS: Staff recommends approval.

ISSUES AND OPPORTUNITIES: See attached backup.

FISCAL IMPACT AND SOURCE OF FUNDING: See attached backup.

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

Travis County Commissioners Court Agenda Request

Meeting Date: 11/04/2014
Prepared By/Phone Number: M. Seville / 4-9804
Elected/Appointed Official/Dept. Head: Sheriff Greg Hamilton #02
Commissioners Court Sponsor: Judge Sam Biscoe

AGENDA LANGUAGE:
Consider and take appropriate action on funding request to purchase outdoor fitness equipment to be installed at the quarter-mile fitness course located at 3614 FM 973.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
See attached memo, equipment pictures and map

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

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

JAMES SYLVESTER
Chief Deputy

GREG HAMILTON
TRAVIS COUNTY SHERIFF
P.O. Box 1748
Austin, Texas 78767
(512) 854-9770
www.tcsheriff.org

WES PRIDDY
Major - Corrections

DARREN LONG
Major - Law Enforcement

MARK SAWA
Major - Administration & Support

October 27, 2014

MEMORANDUM

TO: **Commissioners Court**

FROM: **Mark Saws, Major, Administration & Support**

SUBJECT: **Del Valle Community Fitness Course**

The Travis County Sheriff's Office is requesting funding assistance of $8,961 to complete a Community Fitness course located off of FM 973 north east of the TCSO Training Academy main building.

The Sheriff's Office Marketable Skills program has already constructed a quarter-mile cloverleaf fitness track. The funding would provide for the purchase of outdoor exercise equipment that would be stationed strategically around the track to allow the users to get a total body workout.

Attached are pictures of the types of equipment that we would like to purchase and a map showing the location of the cloverleaf course that already exists. The intent is for the course to be available to the public with equipment to be maintained by the TCSO Marketable Skills.

We appreciate the opportunity to work with the Commissioner's Court to make this available to the citizens of Travis County and in an area of the county where this kind of equipment is currently unavailable.

If you have any questions please feel free to contact my office at 854-9758.

Your support and approval of funding for this project is appreciated.

Created 11-13-14 at 4:49 pm

Equipment



Horizontal Ladder



Elliptical



Leg Press



Uneven Bars



Sit Up Bench



Chest Press/Lat Pull



Rower



Strength and Stretch



Stair Climber/Stretch

Created 11-13-14 at 4:49 pm