

PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

314 W. 11th Street
P.O. Box 1748
Austin, Texas 78767

MEMORANDUM

TO: County Judge and Commissioners

FROM: Rodney Rhoades, Executive Manager

DATE: September 10, 2008

SUBJECT: Public Hearings on Proposed Budget

This is a request for the two statutorily required public hearings on the FY 2009 Proposed Budget and tax rate. The dates of the hearings are September 16th and September 19th at 9am in the Commissioners Courtroom. This will provide an opportunity for the public to give input on the proposed budget and tax rate.

Attached are the ads that are related to these hearings.

Notice of Public Hearing on Tax Increase

Travis County property taxes are used to fund operations such as law enforcement, the jails, the courts and prosecutors, roads, parks, social services, juvenile justice, and emergency medical services.

The Travis County Commissioners Court will hold two public hearings on a proposal to increase total tax revenues from properties on the tax roll in the preceding year by 4.9 percent. Your individual taxes may increase at a greater or lesser rate, or even decrease, depending on the change in the taxable value of your property in relation to the change in taxable value of all other property and the tax rate that is adopted.

The first public hearing will be held on Tuesday, September 16, 2008 at 9:00 AM in the Commissioners Courtroom, on the first floor in the Ned Granger Building at 314 West 11th Street, Austin, Texas.

The second hearing will be held on Friday, September 19, 2008 at 9 AM, in the Commissioners Courtroom, on the first floor in the Ned Granger Building at 314 West 11th Street, Austin, Texas.

The members of the Travis County Commissioners Court voted as follows on the proposal to consider the tax increase:

For the Proposal:

County Judge Samuel T. Biscoe
Commissioner Precinct One Ron Davis
Commissioner Precinct Two Sarah Eckhardt
Commissioner Precinct Four Margaret J. Gómez

Against the Proposal:

Commissioner Precinct Three Gerald Daugherty

The average taxable value of a residence homestead in Travis County last year was \$205,778 (disregarding residence homestead exemptions available only to disabled persons or persons 65 years of age or older). Based on last year's tax rate of \$.4216 per \$100 valuation, the amount of taxes imposed last year on the average home was \$867.56.

The average taxable value of a residence homestead in Travis County this year is \$226,315 (disregarding residence homestead exemptions available only to disabled persons or persons 65 years of age or older). If the governing body adopts the effective tax rate for this year of \$.3908 per \$100 of valuation, the amount of taxes imposed this year on the average home would be \$884.44.

If the governing body adopts the proposed tax rate of \$.4122 per \$100 valuation, the amount of taxes imposed this year on the average home would be \$932.87¹.

You have a right to attend the hearings and make comments. You are encouraged to attend and make comments if you wish.

¹ The information used in the preliminary budget this year is based on the average taxable value of a residence homestead in Travis County including the exemptions for disabled persons and persons age 65 or older, which is \$211,388 this year. If the proposed tax rate of .4122 is applied to this value, the amount of taxes imposed this year on the average home would increase by \$49.05.

Notice of Tax Revenue Increase

The Travis County Commissioners Court conducted public hearings on Tuesday, September 16, 2008 and Friday, September 19, 2008 on a proposal to increase the total tax revenues of Travis County from properties on the tax roll in the preceding year by 4.9 percent.

The total tax revenue raised last year at last year's tax rate of \$.4216 for each \$100 of taxable value was \$358,766,309.

The total tax revenue proposed to be raised this year at the proposed tax rate of \$.4122 for each \$100 of taxable value, excluding tax revenue to be raised from new property added to the tax roll this year, is \$376,442,786.

The total tax revenue proposed to be raised this year at the proposed tax rate of \$.4122 for each \$100 of taxable value, including tax revenue to be raised from new property added to the tax roll this year, is \$392,699,787.

The Travis County Commissioners Court is scheduled to vote on the tax rate that will result in that tax increase at a public meeting to be held on Tuesday, September 23, 2008 in the Commissioners Courtroom on the first floor in the Ned Granger Building at 314 West 11th Street, Austin, Texas 78701 at 9:00 AM.

2



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE**

100 North I.H. 35
P. O. Box 1748
Austin, Texas 78767

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

RECEIVED
COUNTY JUDGE'S OFFICE
10 SEP 15 PM 4:27

MEMORANDUM

DATE: September 15, 2008
TO: Members of the Commissioners Court
FROM: _____
Sherri E. Fleming, Executive Manager
Travis County Health and Human Services and Veterans Service
SUBJECT: Travis County Assistance for Hurricane Victims

With authorization from the Travis County Commissioners Court, Travis County Health and Human Services, Family Support services Division, in partnership with the Capital Area Food Bank, will provide food to victims of Hurricane Ike and their host families. Hours for food pantry services are 8:00am to 4:30 pm. **The Capital Area Food Bank is providing additional food resources to the County at no cost.**

For evacuees with special needs, staff recommends the waiver of certain policies enumerated below so that staff may provide food vouchers. Food vouchers allow selection of foods to satisfy certain special dietary requirements. To receive a food voucher, evacuees or their host families must schedule an appointment with a caseworker. Appointments vary from site to site and are available on a first come, first served basis. A list of emergency assistance centers located throughout Travis County is available by calling 512-854-4100 or viewing our website at: http://www.co.travis.tx.us/health_human_services/family_support_services/map/default.asp.

In 2005, in response to Hurricane Katrina, the Commissioners Court approved a temporary waiver of specific portions of the County's policy regarding its Emergency

Assistance Program in order to assist evacuees and host families. The following waivers are requested in an effort to aid evacuees and host families displaced by Hurricane Ike until October 31, 2008.

1. **Residency** – Staff recommends waiving residency requirements for evacuees. Currently, the policy requires 60 days of residency with the intent to remain in Travis County. Staff recommends the waiver of this requirement for social services contract providers who may assist evacuees with county funding.

2. **Income requirements** – Staff recommends suspension of the County's 30-day income policy for evacuees and their host families. Further, staff requests authorization to accept client statements regarding income and other eligibility factors which normally require specific documentation. We expect that this will be consistent with state strategies to provide evacuees assistance.

Travis County Health and Human Services is able to collect and maintain data on persons from the Texas Gulf Coast who may request county-funded assistance. While we have no specific information on reimbursements from the Federal Emergency Management Administration, Texas has received a disaster declaration.

Families impacted by Hurricane Ike:

All families identifying as evacuees are asked to contact and register with FEMA (800-621-3362, 800-462-7585 for TTY access, or www.fema.gov).

Residents interested in volunteering:

Persons interested in volunteer opportunities are asked to contact the American Red Cross.

**American Red Cross of Central Texas
2218 Pershing Drive Austin TX 78723 Phone (800) or (512) 928-4271
<http://www.centex.redcross.org>**

#3

Travis County Commissioners Court Agenda Request

Voting Session: September 16, 2008
(Date)

Work Session: _____
(Date)

I. A. Request made by: Sherri E. Fleming Phone: 854-4100
(Signature of Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested Text:

Consider and Take Appropriate Action on Interlocal Between Travis County and the City of Austin for the Provision of Public Health and Animal Services.

C. Approved by: _____
Signature of Commissioner(s) or County Judge

Signature of Commissioner(s) or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request
(Original and eight copies)

B. Please list all of the agencies or officials' names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item budget
- Grant

Human Resources Department (854-9165)

A change in your department's personnel (reclassifications, etc.)

Purchasing Office (854-9700)

Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
08 SEP 15 PM 4:27



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE**

100 North I.H. 35
P. O. Box 1748
Austin, Texas 78767

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

MEMORANDUM

DATE: September 15, 2008

TO: Members of the Commissioners Court

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

SUBJECT: Travis County / City of Austin Inter-local HHS&VS Agreement

Proposed Motion:

Consider and Take Appropriate Action on Interlocal Between Travis County and the City of Austin for the Provision of Public Health and Animal Services.

Summary and Staff Recommendation:

Approval of a three-month extension of the current Interlocal Agreement between Travis County and the City of Austin for the provision of Public Health and Animal Services.

Budgetary and Fiscal Impact:

The Fiscal Year 2009 budget includes approximately \$2,673,800 for this agreement. The FY 2008 agreement was budgeted at \$2,636,470; both these amounts include funds for the three County Direct personnel. In addition, the Allocated Reserve includes a \$294,083 for the provision of administrative services.

Issues and Opportunities:

The current inter-local remains in negotiation. Travis County continues to negotiate the payment of administrative costs related to the provision of these services. The FY 2008 agreement included payment of administrative costs. During the FY 2009 budget process, the Planning and Budget Office questioned certain requests by the City of Austin and the payment of administrative costs. PBO commented that Travis County currently does not charge the City of Austin for its' administrative overhead related to the Central Booking agreement. PBO joins HHS in requesting policy direction on this issue as it continues to surface during each year's contract negotiations.

Background:

Travis County has contracted with the City of Austin for the provision of Public Health and Animal Control services for many years. The Inter local agreement was renegotiated in Fiscal Year 2007 for the Fiscal Year 2008 contract term.

EXTENSION DRAFT

EXTENSION
INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF AUSTIN AND TRAVIS COUNTY
FOR PUBLIC HEALTH SERVICES

This Extension ("Extension") of the Interlocal Cooperation Agreement Between the City of Austin and Travis County for Public Health Services ("Agreement") is entered into by the following parties: the City of Austin, a municipal corporation and political subdivision of the State of Texas ("City") and Travis County, a political subdivision of the State of Texas ("County").

RECITALS

City and County entered into the Agreement to operate to collaboratively provide public health and human services throughout Travis County and the City of Austin, the initial term of which began October 1, 2007, and terminates September 30, 2008 ("Initial Term").

The Agreement allows the Parties to make changes to the Agreement where such changes are made in writing and signed by both Parties, and to renew the Agreement for an additional term, subject to the approval of funding by each entity's governing body and as evidenced by written agreement signed by both Parties.

City and County desire to extend the Agreement for an additional three (3) months and to make certain changes to the Agreement.

NOW THEREFORE, in consideration of the mutual benefits to be received through the following changes, City and County agree to change the Agreement as follows:

1.0 EXTENSION

1.1 **'09 Extension.** The Parties agree to extend the Agreement for an additional three (3) months term beginning October 1, 2008, and terminating December 31, 2008 ("Extension Term"), unless sooner terminated according to the Agreement terms.

2.0 ENTIRE AGREEMENT

2.1 **Attachments.** The Parties agree to amend Section 5.2, "Attachments," by adding the following:

5.2.7	Attachment C-09 Extension	'09 Extension Term Financial and Performance Reports/Forms
5.2.8	Attachment E-09 Extension	'09 Extension Term Invoice Form

The attachments enumerated and denominated above are included in this Extension as Exhibit 1 and are hereby made a part of the Agreement, as amended, and constitute promised performance by the Parties in accordance with the terms of the Agreement.

3.0 AGREEMENT FUNDS

3.1 **'09 Extension Term Agreement Funds Amount.** The Parties agree to amend Section 13.1, "Fixed Price," by adding the following to Section 13.1.1, "Initial Term Agreement Funds Amount:

13.1.1-09 Extension Extension Term Agreement Funds. In consideration of full and satisfactory performance of the services and activities provided under the terms of this Agreement, as amended herein, and subject to other applicable provisions of this Agreement, County shall pay to City the following amount during the Extension Term:

(i)	GROSS Total:	\$ 658,349.25
(ii)	LESS Personnel Credit:	\$ 42,996.25
(iii)	NET Total:	\$ 615,353.00

3.2 Payment to City. Payment will be made by County upon receipt of the invoice from the City, according to the Agreement Terms, for the quarter covered by the Extension Term.

4.0 NOTICES

4.1 City Address. The Parties agree to amend Section 19.3, "City Address," by deleting that section in its entirety and substituting the following:

19.3 City Address. The address of the City for all purposes under this Agreement and for all notices hereunder shall be:

Marc Ott
City Manager
P. O. Box 1088
Austin, Texas 78767

With Copies to (registered or certified mail with return receipt is not required):

David Lurie
Acting Assistant City Manager
City of Austin
P. O. Box 1088
Austin, Texas 78767

and

City Attorney
301 West Second Street, Fourth Floor
Austin, Texas 78701

5.0 INCORPORATION

5.1 City and County hereby incorporate this '09 Renewal into the Agreement, and ratify all terms and conditions of the Agreement with the changes in this '09 Renewal. City and County agree that the Agreement, as amended, constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties.

6.0 EFFECTIVE DATE

6.1 The terms of this Amendment shall be effective October 1, 2008, when fully executed by City and County.

BUDGET AMENDMENTS AND TRANSFERS FY 2008

08 SEP 11 PM 2:10

9/16/2008

AMENDMENTS

BA #	Project Code FUND	DEPT/DIV	ACT	ELM/OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1	038 4909	629 9892	Reserves	Fund 038				\$13,000,000	1
	038 4909	629 8112	TNR	Land		\$13,000,000			
A2	001 9800	981 9892	Reserves	Allocated Reserves				\$11,700	3
	001 1510	526 6029	Purchasing	Advertising/Publ Notice		\$11,700			
A3	001 2210	544 1301	Civil Courts	Reg Sal-Visiting Judge				\$30,000	6
	001 2220	544 1301	Civil Courts	Reg Sal-Visiting Judge				\$32,404	
	001 9397	544 6301	Legally Mandated Fees	Atty Fees-Civil		\$62,404			
A4	001 9800	981 9892	Reserves	Allocated Reserves				\$40,252	6
	001 9397	544 6301	Legally Mandated Fees	Atty Fees-Civil		\$40,252			

TRANSFERS

BA #	Project Code FUND	DEPT/DIV	ACT	ELM/OBI	Dept.	Line Item	Increase	Decrease	Pg #
T1	001 9387	544 6301	Legally Mandated Fees	Atty Fees-Civil				\$3,000	6
	001 9397	544 6301	Legally Mandated Fees	Atty Fees-Civil		\$3,000			
T2	001 2500	547 1301	Probate Ct.	Reg Sal-Visiting Judge				\$3,289	11
	001 2500	547 6323	Probate Ct.	Court Costs-Probate		\$3,289			
T3	001 1230	523 5002	ITS	Maint. Agrmts - DP				\$43,500	13
	001 1250	523 5002	ITS	Maint. Agrmts - DP				\$12,000	
	001 1230	523 3002	ITS	Software		\$55,500			

Budget Adjustment: 12632

Fyr _ Budget Type: 2008-Reg
PBO Category: Amendment
Just: Other

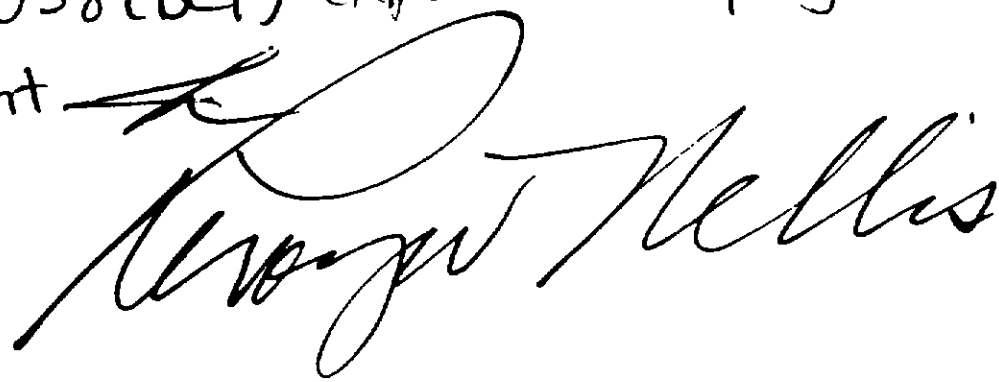
Author: 49 - WILLIAMS-JONES, DONNA
Court Date: Tuesday, Sep 16 2008
To provide budget needed to enter requisition for the purchase of the Lucas Tract for the BCP program.

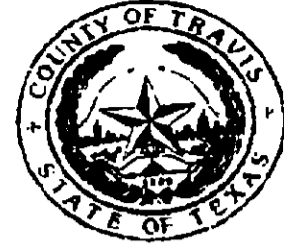
Created: 9/10/2008 1:03:48 PM
Dept: TNR (TRANS & NATRL RESRC)

From Account	Acct Desc	Project	Proj Desc	Amount
038-4909-629-9892	ALLOCATED RESERVES			13,000,000
				13,000,000
To Account		Project		Amount
038-4909-629-8112	LAND			13,000,000
				13,000,000

Approvals	Dept	Approved By	Date Approved
Originator	49	DONNA WILLIAMS-JONES	9/10/2008 1:03:54 PM
DepOffice	49	CYNTHIA MCDONALD	9/10/2008 1:07:58 PM

PBO concurs. Fund 038 (BCP) expenditure projections take this into account





TRANSPORTATION AND NATURAL RESOURCES
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building, 11th Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697

July 15, 2008

MEMORANDUM

TO: Rodney Rhodes, Executive Manager, Planning and Budget Office
FROM: Joseph P. Gieselman, Executive Manager
SUBJECT: Approve budget transfers for the Purchase of Land for the Balcones Canyonland Preserve Program

Proposed Motion: Approve a budget transfer for \$13,000,000 from the Balcones Canyonland Preserve Program reserves in fund 038 for Purchase of the Lucas Tract

Summary and Staff Recommendation: TNR is requesting that the Commissioners Court approve a transfer of \$13,000,000 from the BCP fund 038 reserve account 038-4909-629-9892 for the purchase of the latest BCP tract. TNR staff has been working with the County Attorney's Office and the Court for several months to purchase the Lucas tract. An agreement has been reached with the seller and TNR expects to take the purchase contract to Court by September 23, 2008 and to close by October 24, 2008.

Budgetary and Fiscal Impact: TNR is proposing to use \$13,000,000 of the fund 038 reserve account to provide enough budget for the purchase of the Lucas tract for \$28.6 million dollars. These monies are intended for land purchases for the BCP program. Budget transfer number 12632 has been entered into the BAF system.

Required Authorizations: Planning and Budget Office, Diana Ramirez.

Exhibits: A copy of budget transfer #11443 and bid information for the FY 2008 overlay program.

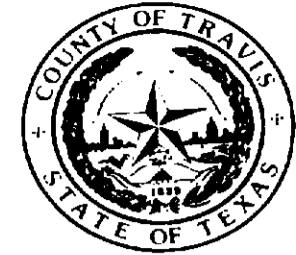
If you have any questions or require additional information please contact Donna Williams-Jones at extension 47677.

DW:JPG:dw

Attachments

cc: Melinda Mallia, TNR
Jessica Rio, PBO
Donna Williams-Jones, TNR

2



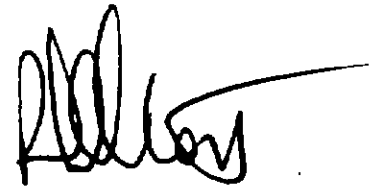
PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

314 W. 11th Street
P.O. Box 1748
Austin, Texas 78767

MEMORANDUM

TO: Commissioners Court

FROM: Randy Lott, Planning and Budget Analyst 

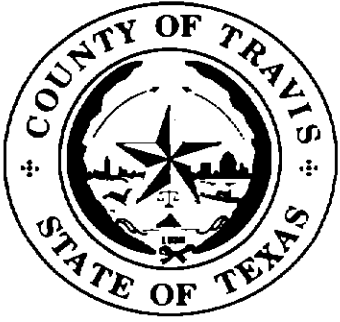
DATE: September 11, 2008

RE: Purchasing request to transfer from Allocated Reserves

The Purchasing Office requests Commissioners Court approval a transfer from the Allocated Reserve (001-9800-981.98-92) in the amount of \$11,700 to cover expected overages in the Advertising/Public Notice line item (001-1510-526.60-29) for advertisements to be placed regarding upcoming Elections. As of 9/11/08, the Purchasing advertising line item has an unencumbered balance of \$53.70. The department states this will be inadequate to cover the remaining demand in FY 08. While Purchasing anticipates reimbursement for some of the election ads already placed, they will not receive any more reimbursements until FY 09. PBO has confirmed that the department does not have internal year-end savings to cover the overages.

PBO recommends approval of the request.

cc: Cyd Grimes, Bonnie Floyd, Purchasing
Rodney Rhoades, Leroy Nellis, PBO



TRAVIS COUNTY PURCHASING OFFICE

Cyd V. Grimes, C.P.M., Purchasing Agent

314 W. 11th Street, • Room 400 • Austin, Texas 78701 • (512) 854-9700 • Fax (512) 854-9185

08 SEP -8 PM 3:04

TRAVIS COUNTY
PLANNING & BUDGET OFFICE

MEMORANDUM

TO: Randy Lott
Planning & Budget Office

FROM: Cyd V. Grimes *CJ*

DATE: September 2, 2008

SUBJECT: Request for Funds

As we near the end of this fiscal year, the funds in line item 001-1510-526-6029-Advertising/Public Notice will be exhausted and there are several advertisements still needing placement. We are expected to receive a reimbursement from the County Clerk regarding Election ads that were placed earlier this year, though it will not be received until next fiscal year.

As promised in budget discussions, once funds are exceeded, PBO will transfer the needed funds from Un-Allocated Reserves into the Purchasing Central Line item for County-wide advertisements.

Please transfer \$11, 700.00, into 001-1510-526-6029.

Please contact me if you have any questions or need anything further.

4

Budget Adjustment: 12670

Fyr _ Budget Type: 2008-Reg

Author: 15 - ESTRADA, PATRICIA

Created: 9/11/2008 8:48:43 AM

PBO Category:

Court Date: None

Dept: RESERVES

Just: Other

Transfer into Purchasing Advertising Line Item to cover shortage for rest of fiscal year.

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			11,700
				11,700
To Account		Project		Amount
001-1510-526-6029	ADVERTISING/PUBLIC NOTICE			11,700
				11,700

Approvals

Dept

Approved By

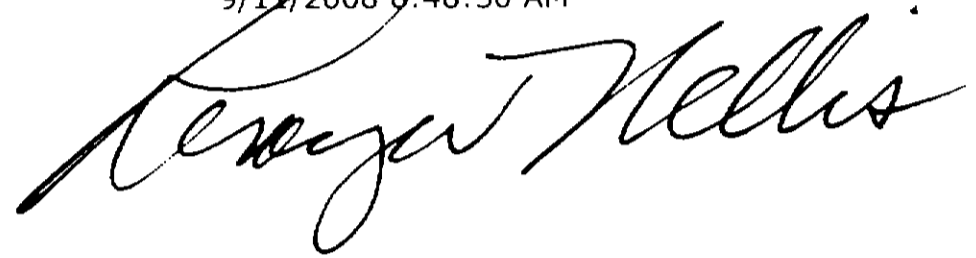
Date Approved

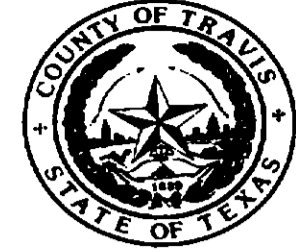
Originator

15

PATRICIA ESTRADA

9/11/2008 8:48:50 AM






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

314 W. 11th Street
P.O. Box 1748
Austin, Texas 78767

MEMORANDUM

TO: Commissioners Court

FROM: Jessica Rio, Assistant Budget Manager 

DATE: September 9, 2008

RE: Civil Courts' Transfers for FY 08 Accrual and Remaining Civil Indigent Attorney Invoices

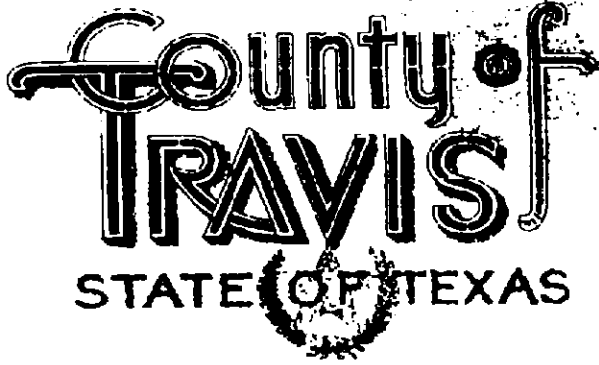
The Civil Courts are requesting internal transfers in the amount of \$65,404 as well as a budget transfer from the General Fund Allocated Reserves totaling \$40,252 to cover the FY 08 accrual and remaining expenditures for civil indigent attorney fees. The total projected shortfall at this time is \$105,656. The department states that the additional resources are needed due to increased volume of cases requiring indigent representation.

The department projects savings in its visiting judges' line item that are being transferred to Indigent Attorney Fees. These expenditures have been anticipated by the department and PBO has incorporated these figures in the latest expenditure estimate. The remaining amount projected to be required for FY 08 of \$40,252 is requested from the \$75,000 earmark on the General Fund Allocated Reserve. Below is a table detailing the various funding sources for this request:

Visiting Judges	62,404
County Indigent Attn Fees	3,000
General Fund Allocated Reserve	40,252
Total	\$105,656

The FY 09 Adopted Budget will include the creation of two new public defender offices that will begin working on some of the cases currently being paid to private attorneys. PBO plans on working closely with the department to continue to monitor indigent attorney fee expenditures in the coming years to gauge the impact that investment will have on these fees. PBO recommends approval.

cc: Judge John Dietz, Local Administrative Judge
Amanda Ellis, Civil Courts
Peg Liedtke, Civil Courts
Rodney Rhoades, PBO
Leroy Nellis, PBO



Office of the District Judges
Travis County Court House
P.O. Box 1748
Austin, Texas 78767

MEMORANDUM

TO: Jessica Rio, Assistant Budget Manager

FROM: Peg Liedtke, Director of Court Management

DATE: September 9, 2008

RE: Request for Budget Transfer from Allocated Reserves
for Civil Courts Indigent Attorney Fees

As of September 9, 2008, the Civil Courts project a deficit of the indigent attorney line-item in Fiscal Year 2008. The actual amount is \$105,656 but due to requested internal transfers of \$65,404 from other line-items, as listed below, we will be able to reduce the amount to \$40,252.

<i>Transferred Amount</i>	<i>From Account Number</i>
\$ 32,404	001-2220-544-1301
\$ 30,000	001-2210-544-1301
\$ 3,000	001-9387-544-6301

We request that Commissioners' Court permit us to transfer funds from allocated reserves in the amount of \$40,252 to cover the deficit in Fiscal Year 2008 for indigent defense costs.

Please do not hesitate to contact me or Amanda Ellis at 854-9300 should you have any questions. Thank you very much for your consideration.


Peg Liedtke
Director of Court Management
Travis County Civil Courts

Budget Adjustment: 12589

Fyr _ Budget Type: 2008-Reg

Author: 22 - ELLIS, AMANDA

Created: 9/9/2008 2:41:58 PM

PBO Category: Amendment

Court Date: Tuesday, Sep 16 2008

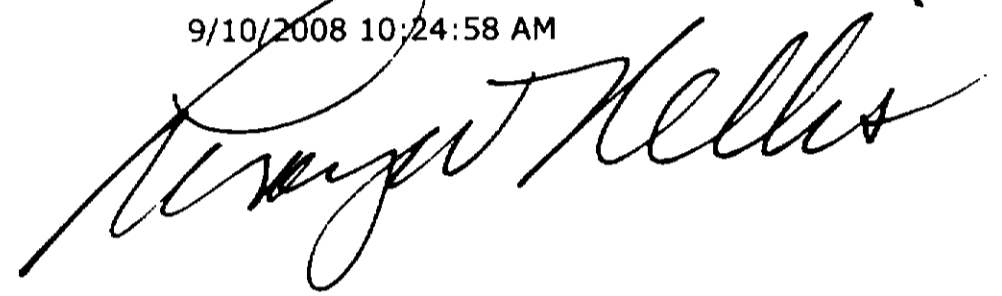
Dept: CIVIL COURTS

Just: Negbal

To cover projected expenditures

From Account	Acct Desc	Project	Proj Desc	Amount	
001-2210-544-1301	REG SALARY-VISITING JUDGE			30,000	
001-2220-544-1301	REG SALARY-VISITING JUDGE			32,404	
				<hr/>	
				62,404	
To Account				Project	Amount
001-9397-544-6301	ATTY FEES-CIVIL			62,404	
				<hr/>	62,404

Approvals	Dept	Approved By	Date Approved
Originator	22	AMANDA ELLIS	9/9/2008 2:42:58 PM
DepOffice	22	MARGARET LIEDTKE	9/9/2008 4:43:45 PM
DepOfficeTo	22	MARGARET LIEDTKE	9/10/2008 10:24:58 AM



Budget Adjustment: 12588

Fyr _ Budget Type: 2008-Reg

Author: 22 - ELLIS, AMANDA

Created: 9/9/2008 2:39:12 PM

PBO Category: Amendment

Court Date: Tuesday, Sep 16 2008

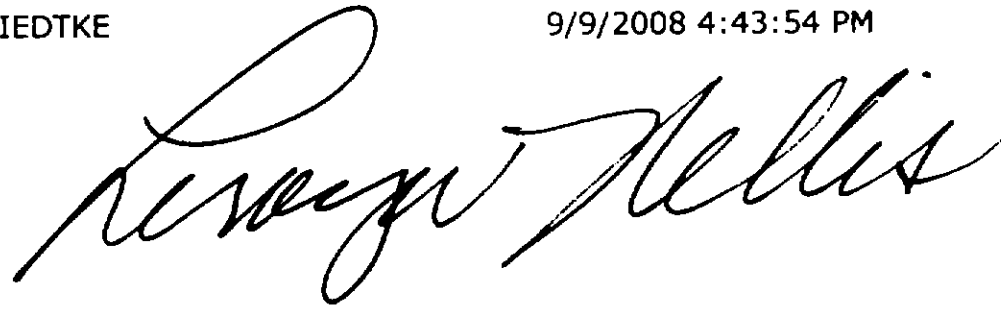
Dept: RESERVES

Just: Negbal

To cover projected expenditures

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			40,252
				40,252
To Account		Project		Amount
001-9397-544-6301	ATTY FEES-CIVIL			40,252
				40,252

Approvals	Dept	Approved By	Date Approved
Originator	22	AMANDA ELLIS	9/9/2008 2:42:48 PM
DepOffice	22	MARGARET LIEDTKE	9/9/2008 3:12:15 PM
DepOfficeTo	22	MARGARET LIEDTKE	9/9/2008 4:43:54 PM



Budget Adjustment: 12590

Fyr _ Budget Type: 2008-Reg

Author: 22 - ELLIS, AMANDA

Created: 9/9/2008 2:42:30 PM

PBO Category: Transfer

Court Date: Tuesday, Sep 16 2008

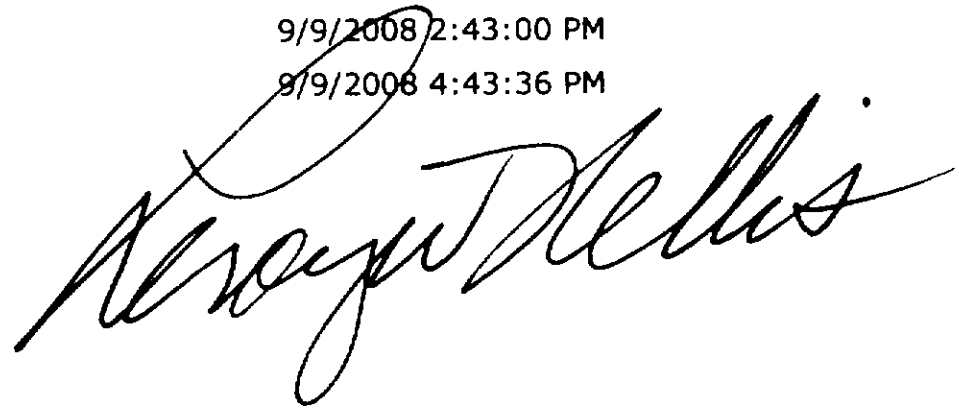
Dept: LEGALLY MANDATED FEES

Just: Negbal

To cover projected expenditures

From Account	Acct Desc	Project	Proj Desc	Amount
001-9387-544-6301	ATTY FEES-CIVIL			3,000
				3,000
To Account		Project		Amount
001-9397-544-6301	ATTY FEES-CIVIL			3,000
				3,000

Approvals	Dept	Approved By	Date Approved
Originator	22	AMANDA ELLIS	9/9/2008 2:43:00 PM
DepOffice	22	MARGARET LIEDTKE	9/9/2008 4:43:36 PM



Budget Adjustment: 12489

Fyr _ Budget Type: 2008-Reg

Author: 25 - NISBETT, CHRISTY

Created: 9/7/2008 11:22:00 AM

PBO Category: Transfer

Court Date: Tuesday, Sep 16 2008

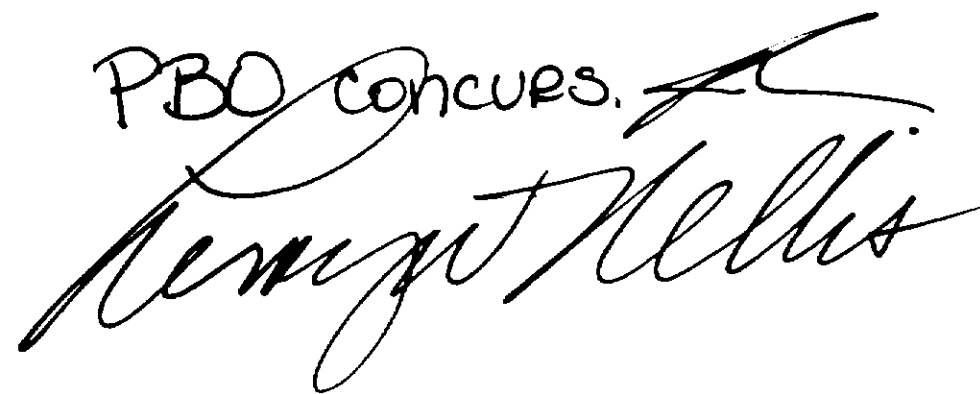
Dept: PROBATE COURT

Just: CommCodeRq

Beuase our fulltime mental-health public defender has a family medical emergency, we will be hiring outside attorneys to cover much of his caseload in September while he takes sick leave. We need to transfer funds from this visiting judge line item to cover the expected additional costs. We understand this will require Commissioners Court approval.

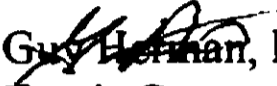
From Account	Acct Desc	Project	Proj Desc	Amount
001-2500-547-1301	REG SALARY-VISITING JUDGE			3,289
				3,289
To Account		Project		Amount
001-2500-547-6323	COURT COSTS-PROBATE			3,289
				3,289

Approvals	Dept	Approved By	Date Approved
Originator	25	CHRISTY NISBETT	9/7/2008 11:22:10 AM
DepOffice	25	CHRISTY NISBETT	9/7/2008 11:22:11 AM

PBO concurs. 

Memorandum

To: Jessica Rio
Planning and Budget Analyst

From:  Guy Hoffman, Presiding Judge
Travis County Probate Court No. 1

Subject: Budget Adjustment transferring money to line item 1-2500-547.63-23,
Court Related Expenditures/Court Costs-Probate

Date: September 8, 2008

As you and my Court Administrator have discussed, the Probate Court is requesting that \$3,289 be transferred to our Court Costs line item from unused resources in the visiting-judge salary line item (001-2500-547-1301).

The Court Costs-Probate line item covers expenses for contract mental-health defense attorneys, mental-health special masters, mental-health court interpreters, and other statutorily required court costs. We expect to have significantly higher costs than expected in this line item during the final month of FY 08 because our fulltime mental-health public defender is dealing with a family medical emergency. We will be hiring outside attorneys to cover much of this employee's caseload during September while he takes sick leave, and we do not think other budget adjustments will be sufficient to cover all of the expected additional expenses.

From: Nick Macik
To: Randy Lott
Date: 9/10/2008 2:30 PM
Subject: Budget Adjustment No. 12637

CC: Joe Harlow

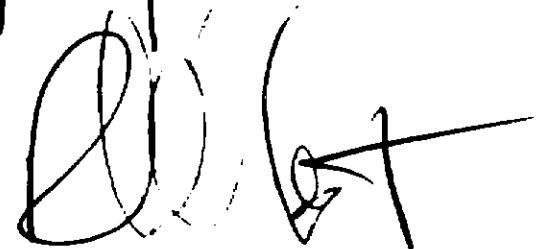
Please process budget adjustment no. 12637 for additional requirements in the software line item.

ITS has been advised by the Tax Department that in preparation for and during the elections, the Tax Office with the inclusion of the activity in the County Clerks Office exceeds the number of licenses available for EZTAX and EZVOTE.

ITS currently has savings in its maintenance line items and proposes to fund the above need as well as using a portion of these savings to help fund some smaller FY 09 unfunded initiatives. Pursuant to Budget rules this transfer requires Commissioner Court approval.

PBO concurs

9/10/08

A handwritten signature in black ink, appearing to be 'D. Lott', with a long horizontal line extending to the right.

Budget Adjustment: 12637

Fyr _ Budget Type: 2008-Reg

Author: 12 - MACIK, NICHOLAS

Created: 9/10/2008 1:39:00 PM

PBO Category: Transfer

Court Date: Tuesday, Sep 16 2008

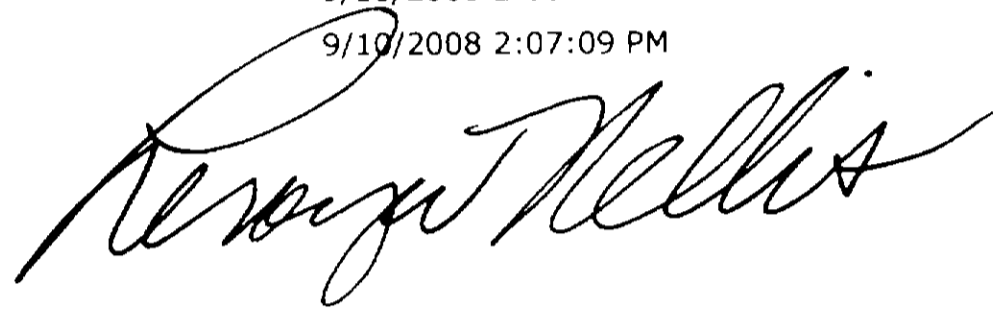
Dept: INFORMATION & TELECOMMUNI

Just: CommCodeRq

Additional EZ-TAX/Vote License, and FY 09 Unfunded Project

From Account	Acct Desc	Project	Proj Desc	Amount
001-1230-523-5002	MAINTENANCE AGREEMENTS-DP			43,500
001-1250-523-5002	MAINTENANCE AGREEMENTS-DP			12,000
				<hr/>
				55,500
To Account		Project		Amount
001-1230-523-3002	SOFTWARE			55,500
				<hr/>
				55,500

Approvals	Dept	Approved By	Date Approved
Originator	12	NICHOLAS MACIK	9/10/2008 2:03:23 PM
DepOffice	12	NICHOLAS MACIK	9/10/2008 2:07:09 PM



Allocated Reserve Status (001-9800-981-9892)

Amount	Dept Transferred Into	Date	Explanation
\$4,254,933			Beginning Balance
(\$9,414)	Facilities	10/2/07	Lease Contracts, Drug Court and Parking
(\$350,000)	TNR	10/10/07	Eastside Service Center
(\$20,000)	Records Management	10/16/07	Partial Use of Secure Shredding Earmark
(\$10,000)	Records Management	10/16/07	Partial Use of Internet Live Streaming Earmark
(\$32,879)	Constable Pct. 2	11/6/07	IT & Office Equipment & Furniture
(\$5,400)	Medical Examiner	11/8/07	Parking Leases
(\$36,000)	County Attorney	11/13/07	Legal Services - Hamilton Pool
(\$35,000)	Facilities	11/27/07	Earnest money for Building Purchase
(\$160,000)	TNR	11/30/07	Park Rangers Mobile Data Computers
(\$19,900)	EMS	12/11/07	Line Item Correction
(\$1,796)	Constable Pct. 1	1/15/08	POPS Promotion
(\$25,000)	TNR	2/12/08	Envision Central Texas
(\$802,500)	Facilities	2/19/08	Purchase Bldg 5335 Airport Blvd.
(\$5,520)	PBO	3/11/08	Executive Manager Recruitment
(\$2,000)	Records Management	4/8/08	Partial Use of Internet Live Streaming Earmark
(\$34,620)	General Admin	4/15/08	Travis Central Appraisal Dist. 3rd Qtr. Fees
(\$74,452)	PBO	4/22/08	Establ Temp Slot, Exec Mgr. PBO Succession
\$802,500	Facilities	5/12/08	Reimbursement 910 Rusk Bldg Purchase
(\$5,000)	Medical Examiner	5/13/08	Medical Examiners Accreditation Expense
(\$46,000)	Facilities	5/27/08	CJC 3rd Floor Moves
(\$110,000)	Emergency Services	6/10/08	Fuel STAR Flight
(\$450,000)	TNR	6/10/08	Centralized Fuel
(\$12,000)	County Attorney	7/15/08	Outside Counsel
(\$24,999)	TNR	7/22/08	Technical Correction to Interlocal Agreement
(\$175,008)	ITS	8/19/08	Replacement Unisys System
(\$10,000)	TNR	8/26/08	Legal cost - BFI case
(\$15,000)	TNR	8/26/08	Legal cost - Waste Management case
(\$809,500)	Criminal Courts	9/2/08	Criminal Indigent Attorney Fees
\$759	Various	9/2/08	Departmental Encumbrance Release
(\$99,720)	County Clerk	9/2/08	Presidential Election-Early Voting
(\$49,110)	Facilities	9/9/08	ADA Ramp - Precinct 3 Office Building
(\$425,418)	County Clerk	9/9/08	Primary Election Runoff Expenses
(\$58,842)	Facilities	9/9/08	CSCD Day Treatment Program
\$30,055	Various	9/5 to 9/9/08	Departmental Encumbrance Release
\$1,173,169	Current Balance		

Possible Future Expenses Against Allocated Reserve Previously Identified:

Amount	Explanation
(\$23,050)	Cadaver Transport Increase
(\$8,000)	Accreditation & Equipment Expenses
(\$15,000)	Secure Shredding
(\$23,000)	Channel 17 Webstream
(\$20,000)	Hazmat contracted disposal services
(\$30,000)	ISM Software Licenses for phone
(\$75,000)	Indigent Attorney Fees
(\$40,000)	Offsite Storage
(\$182,875)	County Court at Law #8
(\$100,000)	Civil Courthouse Planning/Programming
(\$80,000)	FACTS Data Mgmt

Allocated Reserve Status (001-9800-981-9892)

(\$100,000)	Inmate Psychiatric Services
(\$696,925)	Total Possible Future Expenses (Earmarks)
\$476,244	Remaining Allocated Reserve Balance After Possible Future Expenditures

Capital Acquisition Resources Account Reserve Status (001-9800-981-9891)

Amount	Dept Transferred Into	Date	Explanation
\$4,206,937			Beginning Balance
(\$1,942,798)	ITS	10/2/07	Tiburon Ver. 7 Upgrade
(\$4,519)	Constable Pct. 2	11/6/07	IT & Office Equipment & Furniture
\$230,840	TNR	11/13/07	HMAC Project funded from existing CO's
(\$9,900)	Facilities	11/27/07	Remodeling @ 5501 Airport Blvd.
\$26,500	TNR	11/27/07	Vehicle not needed
(\$250,000)	TNR	11/30/07	Blake-Manor Rd Hike & Bike
\$19,900	EMS	12/11/07	Line Item Correction
(\$33,057)	Tax	12/18/07	Remittance Processing Device (RPD) replacement
(\$40,530)	Facilities	1/15/08	Post Road - Elevator Emergency Repairs
(\$87,166)	Facilities	2/12/08	Gault/CJC Complex Chiller Emergency Repair
(\$2,000,000)	Facilities	2/19/08	Purchase Bldg 5335 Airport Blvd
(\$1,106)	Constable Pct. 3	4/8/08	Technical Correction
(\$38,660)	Facilities	4/15/08	Security Fencing @ 5335 Airport Blvd.
\$1,140,298	ITS	4/9/08	Reimbursement Resolution-Tiburon Ver. 7
(\$10,078)	Facilities	5/13/08	Security Fencing @ 5335 Airport Blvd.
(\$190,619)	TNR	5/16/08	Replacement Vehicles
(\$27,000)	Tax	5/27/08	FACTS Software Upgrade
(\$550,000)	Facilities	5/27/08	Pct. 2 Office Building
(\$275,000)	Facilities	6/10/08	ITS Disaster Recovery Center
(\$25,000)	Facilities	6/24/08	Eastside Service Center Security Items
(\$84,375)	Criminal Courts	6/24/08	County Court at Law #8 Sound System
(\$37,419)	TNR	8/5/08	Replacement Vehicles
\$17,248 Current Reserve Balance			

Possible Future Expenses Against CAR Identified During the FY07 Budget Process:

Amount	Explanation
(\$12,000)	Constable Pct. 2 - Vehicle Furnishings
(\$13,620)	District Clerk - Records Tracking - Printers
(\$25,620)	Total Possible Future Expenses (Earmarks)

(\$8,372) Remaining CAR Balance After Possible Future Expenditures

Compensation Reserve Status (001-9800-981-9803)

Amount	Dept Transferred Into	Date	Explanation
\$83,430			Beginning Balance - Green Circles
\$83,430 Current Reserve Balance			

Jail Overcrowding Reserve Status (001-9800-981-9813)

Amount	Dept Transferred Into	Date	Explanation
\$453,040 (\$103,400)	Sheriff	11/27/07	Beginning Balance Out-of-County Inmate Housing
\$349,640 Current Reserve Balance			

Juvenile Justice TYC (001-9800-981-9829)

Amount	Dept Transferred Into	Date	Explanation
\$750,000			Beginning Balance
\$750,000 Current Reserve Balance			

Psychiatric Services Sheriff Status (001-9800-981-9835)

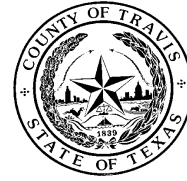
Amount	Dept Transferred Into	Date	Explanation
\$100,000 (\$100,000)	Sheriff	1/29/08	Beginning Balance Inmate Psychiatric Services
\$0 Current Reserve Balance			

Annualization Reserve Status (001-9800-981-9890)

Amount	Dept Transferred Into	Date	Explanation
\$653,176			Beginning Balance
\$653,176 Current Reserve Balance			

Unallocated Reserve Status (001-9800-981-9898)

Amount	Dept Transferred Into	Date	Explanation
\$40,355,884			Beginning Balance
(\$2,325,000)	Facilities	10/2/07	Property at 910 Lavaca
(\$3,483,000)	Facilities	12/4/07	Reimbursement Resolution for Eastside Serv Ctr, CJC/Gault and SMART Treatment Fac.
\$673,000	Facilities	4/2/08	Reversal of Reimbursement Resolu.
\$2,325,000	Facilities	4/21/08	Reimbursement Resolution for property at 910 Lavaca
\$1,810,000	Facilities	5/28/08	Reimbursement Resolution for CJC 3rd Floor Renovations
\$1,000,000	Facilities	6/9/08	Reimbursement Resolution for , CJC/Gault
\$40,355,884	Current Reserve Balance		



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

314 W. 11th Street
P.O. Box 1748
Austin, Texas 78767

Back-Up to Budget Rules Agenda Item on September 16

September 12, 2008

TO: The Members of Commissioners Court
FROM: Jessica Rio, Assistant Budget Manager
RE: Request approval of the FY 09 Budget Rules.

On September 9, 2008, the Commissioners Court discussed the FY 09 Budget Rules for Travis County. At that time, the Commissioners Court heard several recommended changes.

FY 09 Proposed Changes discussed on September 9th:

- Additional language is included giving the flexibility of moving budget between court ordered services and other operating line items unless PBO believes Commissioners Court review and approval is beneficial. However, PBO has left the restriction in place specifically for Courts' Attorney Fees given the large sums of dollars added to these line items.
- A restriction on automatic transfers from "transfers to other funds" line items was added. These budget adjustments would now require Commissioners Court approval, with the exception of 90-01 (County Contribution to Grants).
- Clarifying language has been added to the rules to underscore the departments' responsibility for making personnel decisions within their total appropriation in the Adopted Budget to include internal POPs and non-POPs promotions.
- Language has been added stating that projects submitted to the Travis County Reprographics Service Center (TCRSC), also known as the Print Shop, will be printed as 2 sided unless 1 sided is specified and a reason is provided.
- Changes in the Travel Section are included that improve the organization of that section and better clarify the requirements by the Auditor's Office for reimbursement of travel related expenses. The suggested changes include: the requirement of an Employee ID number for employee reimbursement requests; modifications to the advance payments made by employees with a personal credit card; requirement to submit mileage reimbursement requests on authorized form within 30 days from the end of the mileage month (as opposed to 90 days currently allowed).
- Additional language was added to clarify the County's policy not to pay for food and/or beverages provided at County meetings.

- An increase is included in the standard per diem rate (including gratuities) from \$34 to \$39 due to rising costs of meals and incidentals. This rate has been \$34 since FY 00. The rate paid with receipts is not proposed to change from the current \$50 per day.
- Changes in the grant section are proposed allowing PBO to act on behalf of an authorized official for administrative functions in online systems under certain circumstances such as budget adjustments when 1) the official is a member of the Commissioners Court; 2) the grant has already been approved by the Commissioners Court; and 3) the change does not significantly change the scope from what Commissioners Court previously approved. This change is meant to allow minor administrative changes to proceed in a timely manner.
- A clarification is included that states that if an invoice exceeds the amount budgeted in a line item by less than \$10, the County Auditor is authorized to transfer funds automatically to cover the amount from the first operating expense line item within the department with sufficient funds.
- Additional language is included regarding grant performance measures, including a request for a narrative description of output measures.

As discussed on Tuesday, PBO has updated the budget rules to reflect the suggestion by the County Judge that rule #1 replace “desired” with the word “needed”. PBO has also incorporated the two minor changes suggested by the Law Library and has requested and received an email from Tom Ashburn (attached) that states that the Print Shop concurs with the two sided printing change proposed in the FY 09 Budget Rules.

Since the September 9th meeting, PBO has received only a few proposed changes. In addition, PBO has incorporated additional minor edits suggested after reviewing the draft with the County Attorney’s Office. The requested changes received after September 9th are summarized below.

- A clarification that automatic budget adjustments can include those transfers from any reserve when the Commissioners Court has already approved the transfer as an automatic either during the budget process or through a regular meeting of the Commissioners Court.
- Additional language stating that 1) County will reimburse the cost of the first bag fee imposed by an airline during training/conference travel that is one to three days, and 2) the County will reimburse the cost for an additional bag or the cost of luggage weighing over 50 pounds for training/conferences that are four or more days. Both of these reimbursements will require receipts.
- A change to the Grant Summary Form that indicates not only the County Auditor’s review but also the County Attorney’s review of contracts. In addition, the box with these reviews was moved above the performance measure section to avoid confusion since these offices do not review the performance measures. Furthermore, the Grant section now clarifies that PBO reviews the grant summary form, including the performance measures included.

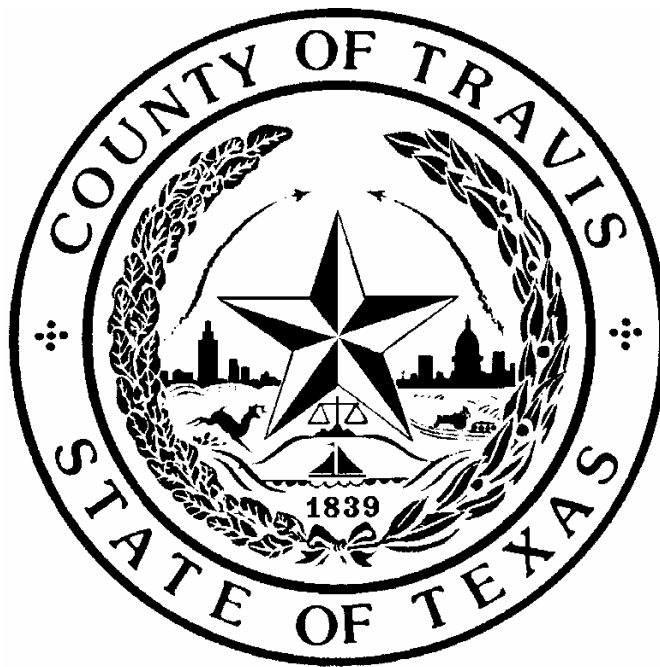
PBO has also updated all relevant pay scales and requests that the Commissioners Court grant PBO the authority to update the indirect costs rates as part of the final copy for publication or as

an addendum depending on when they are approved. Finally, PBO thought that it may be beneficial to include an additional appendix to the Budget Rules (currently found in the Budget Manual) describing performance measures as a reference for departments. PBO recommends approval of the FY 09 budget rules.

CC: Leroy Nellis
Rodney Rhoades
County Auditor
Appointed & Elected Officials
County Financial Staff

GUIDE TO LIVING WITH THE FY 2009 TRAVIS COUNTY BUDGET

**Also Known As:
Travis County Budget Rules**



**Office of Planning & Budget
314 W. 11th Street, Suite 540
Austin, Texas 78701**

GUIDE TO LIVING WITH THE FY 2009 TRAVIS COUNTY BUDGET

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INTRODUCTION

This document contains the Fiscal Year 2009 budget rules and policies adopted by the Travis County Commissioners Court. The rules and policies were adopted to ensure that the implementation of the budget is consistent with Commissioners Court policy and applicable laws.

The Planning and Budget Office (PBO) and the Auditor's Office wish to minimize frustration and confusion as you work within the rules and policies. Please contact either office for assistance or to convey ideas for improving the rules and the guide.

For FY 09, there only are a few substantial changes to the Budget Rules. The Planning and Budget Office and the Auditor's Office will be working together over the next year to substantially review these rules in order to present an easier to follow format for Court approval in FY 10.

Most of the changes this year involve modifications of existing wording to ensure compliance with existing practices and rules (such as an update to the mileage reimbursement per the latest IRS rates); changes in the presentation of information to ensure clarity as well as a few proposed changes to lift restrictions or provide additional restrictions on line items as deemed necessary. The most significant changes are outlined below:

- The lifting of the restriction of moving between Court ordered services (63xx) and other operating line items. These budget adjustments would be allowed to proceed as Automatic budget adjustments except in the case where PBO believes that the adjustment should be considered by Commissioners Court either as a Transfer, Amendment or Discussion item. Nevertheless, Civil and Criminal Courts' Attorney Fees line item (63-01 and 63-02) continue to be restricted.
- The addition of transfers to other funds line items (90XX) as line items that do not qualify for automatic budget adjustments, with the exception of 90-01 (County Contribution to Grants).
- The addition of clarification language related to departments' responsibility for making personnel decisions within their total appropriation in the Adopted Budget to include internal POPs and non-POPs promotions.
- The addition that projects submitted to the Travis County Reprographics Service Center (TCRSC), also known as the Print Shop, will be printed as 2 sided unless 1 sided is specified and a reason is provided.
- Changes in the Travel Section that better organize the information and clarification of requirements by the Auditor's Office for reimbursement of travel related expenses. Some of the changes include: the requirement of an Employee ID number for employee reimbursement requests; modifications to the advance payments made by employees with a personal credit card; requirement to submit mileage reimbursement requests on authorized form within 30 days from the end of the mileage month (as opposed to 90 days). In addition, airline luggage fees have been addressed for FY 09.
- Additional language to clarify the County's policy not to pay for food and/or beverages provided at County meetings.
- The standard per diem rate (including gratuities) has been changed from \$34 to \$39 due to rising costs. This rate has been \$34 since FY 00. The rate paid with receipts is not proposed to change from the current \$50 per day.
- Changes in the grant section allowing PBO to act on behalf of an authorized official for administrative functions in online systems under certain circumstances such as budget adjustments when 1) the official is a member of the Commissioners Court; 2) the grant has already been approved by the Commissioners Court; and 3) the change does not significantly change the scope from what Commissioners Court previously approved.
- Clarification that if an invoice exceeds the amount budgeted in a line item by less than \$10, the County Auditor is authorized to transfer funds automatically to cover the amount from the first operating expense line item within the department with sufficient funds.
- Clarification is included regarding Commissioners Court directed "automatic" transfers from Reserves.

RECAPITULATION OF RULES

Basis for the Budget:

The Travis County Budget Order is the sole and complete authority during Travis County Fiscal Year 2009 for expenditure of those funds and for the use of those County resources that are subject to appropriation by the Travis County Commissioners Court.

Primary Rule:

Rule #1. Expenditures and FY 2009 contractual obligations in excess of the amount authorized in a department or office budget are prohibited. In addition, departments and offices cannot expend more funds in any line item than the amount adopted in the budget. If additional funding is needed, the office or department must have the budget amended.
..... p. 9

Budget Adjustments:

Rule #2. All changes to the Adopted Budget require the submission of budget adjustment to PBO. An elected or appointed official or an authorized employee must **approve the submission of the budget adjustment.** p. 9

Rule #3. The table entitled "Budget Authority Responsibility" lists the title of the elected or appointed official who may authorize expenditures, budget adjustments, or financial system access for the budget of their office or department. County or District elected or appointed officials may designate employees in their offices or departments to execute Personnel Action Forms, Expenditure Requisitions, and Budget Adjustments, and to provide financial system access on their behalf. That authority is recognized by PBO, the County Auditor, the County Treasurer, the Purchasing Office, and the Human Resources Management Department upon written notification from the elected or appointed official.
..... p. 9

Rule #4. Offices and departments must submit transfers, amendments, and discussion items to PBO at least 12 days before the Commissioners Court voting session during which they are to be considered..... p. 12

Personnel Budgets:

Rule #5. A department's or office's personnel budget must stay within the amount appropriated in the Adopted Budget on an annualized basis..... p. 13

Capital Funds: (Capital Acquisition Reserves, Certificates of Obligation, Permanent Improvement Road Bonds.)

Rule #6. If appropriated funds are left over after a capital project is completed or a capital item is purchased, a department or office cannot automatically transfer the unused funds to another project or purchase without Commissioners Court approval. In addition, funds cannot be transferred between projects or used to purchase items not specifically approved and itemized during the FY 09 Budget process without approval of Commissioners Court. If the capital funds are debt proceeds, they can only be used in accordance with the covenants in the Official Statement..... p. 15

Rule #7. If bond funds are left over after the completion of all of the 1984 Voter Approved Road Capital Improvement Projects, including right-of-way litigation associated with those

projects, the remaining funds shall be expended on Road and Bridge Projects in Precinct One. p. 15

Encumbrances:

Rule #8. Keep track of your encumbrances and keep them timely. Please refrain from tying up County resources with unnecessary encumbrances. p. 15

Prior Year Encumbrance Reserve:

Rule #9. A reserve for encumbrances is established to pay for contractual obligations made in the previous fiscal year for goods and services to be received in the new fiscal year. The amount budgeted for this reserve is the maximum, not to exceed amount, estimated at the time this budget was adopted.

After the previous fiscal year’s accounting records are closed, a portion of the estimated budgeted reserve is applied by the County Auditor to pay for the previous fiscal year’s accrued expenditures for goods and services received in that year; the remaining amount becomes the actual amount available for the new fiscal year expenditures for contractual obligations made during the previous fiscal year.

The reserve for encumbrances may be reappropriated by the Commissioners Court to the new fiscal year as budget amendments in the individual office or department budget line items for the purpose and for the vendor to which the contractual obligation and encumbrances were originally applied. Any canceled prior year encumbrance may result in the County Auditor moving these funds from the budget of the department/office to the County’s Allocated Reserve for reappropriation by the Commissioners Court.

..... p. 16

Prior Year Pre-Encumbrance Reserve:

Rule #10: A reserve for pre-encumbrances is established to reserve funds for projects initiated in the previous fiscal year and to be expended in the new fiscal year, but for which no contractual obligation yet exists. The reserve for pre-encumbrances may be reappropriated by the Commissioners Court in the new fiscal year as budget adjustments in the individual office or department budget line items. The County Auditor submits the list of pre-encumbrances to PBO for review and recommendations to the Commissioners Court for reappropriations. Any canceled pre-encumbrances over \$50 automatically result in the County Auditor’s funds verification approval being revoked, with these funds being moved from the budget of the office or department to the County’s Allocated Reserve and made available for reappropriation by the Commissioners Court..... p. 16

Printing/Mailing Rule:

Rule #11. Use of the central support services line items to produce mailing labels, address mailings or print lists of more than 500 names or items is restricted unless the mailing is: (1) required by law; or (2) specifically approved by the Commissioners Court.

..... p. 16

Travel:

Rule #12. All travel expenses must be encumbered on a County authorized travel encumbrance form prior to traveling. If funds are not encumbered, the County Auditor may require approval by Commissioners Court before disbursement. To receive reimbursement, travelers must file an expense report, using the County’s authorized Travel Reimbursement Form, and all required receipts with the County Auditor within 30

days after the last day of travel. The employee and employee's supervisor must approve the report. The County Auditor may request Commissioners Court approval for reimbursement requests received over 30 days after the last day of travel. The Auditor will interpret any requests for deviations within the intent of the travel rules and sound fiscal policy. Elected and appointed officials have the right to establish travel procedures and policies for their own departments, which may reimburse at a rate less than the County's established reimbursement rates. p. 17

Rule #12A. International business travel and travel to Alaska & Hawaii must be approved by Commissioner's Court prior to travel and encumbering of funds

This rule does not apply to international travel and travel to Alaska and Hawaii that relates to criminal investigations, prosecutions, extradition or similar criminal justice purposes where prior approval by Commissioners Court could thwart the purpose due to delay or public disclosure of the purpose of the trip. p. 17

Rule #12B. International travel that includes renting a vehicle, either in a foreign country or rented to travel into a foreign country, are required to select vehicle rental insurance offered by the rental agency. Insurance coverage should include damage to the rental vehicle and to a third party vehicle and bodily injury. p. 17

Rule #13. Travel advances may be paid at the discretion of the County Auditor. p. 21

Recruiting and Hiring for High Level Positions:

Rule #14. The Commissioners Court may 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. Commissioners Court approval must be granted prior to the travel for the applicant to be reimbursed. The job applicants are reimbursed at the same rates used for current County personnel. Moving expenses and employment agency fees may also be paid for these positions if approved in advance by the Commissioners Court. Moving expenses must be supported by receipts. Departments and offices must notify Payroll before any expenses are paid. p. 22

Long Distance and Cellular Phone Expenses:

Rule # 15. All County personnel must certify that long distance toll charges and cellular phone air time charges on County telecommunication equipment were for official County business. If any charges are not for official business, the official or employee must reimburse the County immediately after they are notified of the charges and are determined to be for personal use. p. 22

Grants:

Rule #16. Grants from public or private sources received during the fiscal year are budgeted by the Commissioners Court upon certification of the revenue by the County Auditor. Application for grants must be submitted in accordance with the following rules. p. 22

Vehicle Take-Home Policy:

Rule #17. Use of County vehicles is authorized by this budget for county business and in accordance with Chapter 40 of the Travis County Code. p. 27

County Auditor's Budget Adjustment Authority:

Rule #18. The County Auditor has the authority, under the following circumstances, to adjust budgets without prior approval from the office or department, but included on the weekly consent motion submitted to Commissioners Court. p. 28

Authorization for Reimbursed Agreements - Fund 475

Rule #19. Some approved agreements budgeted in Fund 475 (Contractual Capital Projects) by the County require expenditure of County funds until those expenditures are reimbursed by the funding entity. All expenditures for reimbursable agreements within Fund 475 that have been approved by Commissioners Court and for which revenue has been certified by the County Auditor are authorized until resources from the funding entity are available for reimbursement. Offices and departments should request an advance payment rather than agree to a reimbursement arrangement whenever possible. If the total of expenditures and encumbrances of the fund result in a deficit fund balance, the office/department will be required to request a transfer into the fund from other office/departmental resources. p. 30

Travis County Budget Rules

PRIMARY RULE

Rule #1. Expenditures and FY 2009 contractual obligations in excess of the amount authorized in a department or office budget are prohibited. In addition, departments and offices cannot expend more funds in any line item than the amount adopted in the budget. If additional funding is needed, the office or department must have the budget amended.

The Commissioners Court wishes to grant offices and departments significant flexibility in managing the funds that are appropriated as long as the office or department does not exceed its total budget. Expenditures and contractual obligations in excess of the amount authorized in a budget are prohibited. If a department or office incurs an expenditure for which they do not have a valid budget, they will be expected to reallocate funds internally to fund the shortfall. This may require actions as extreme as reducing staff. Mandated services must be given highest priority. The Commissioners Court does not intend to fund budget shortfalls retroactively from Allocated Reserves or Unallocated Reserves.

BUDGET ADJUSTMENTS

Budget adjustments are any changes to the Adopted Budget. Adjustments generally involve moving funds from one account to another, but can also include budgeting new inter-governmental contracts, grant contracts, gifts, or donations.

All adjustments shall be processed through the automated budget adjustment application found on the Travis County intranet with the exception of any adjustment determined by the County Auditor or PBO to require a paper adjustment form (such as the LCRA Fund Transfers approved quarterly). Instructions for using the automated budget adjustment system can be found at <http://tcnet/depts/aud/budgetadjustmentusermanual070329.pdf>

Rule #2. All changes to the Adopted Budget require the submission of a budget adjustment to PBO. An elected or appointed official or an authorized employee must approve the submission of the budget adjustment.

Rule #3. The table entitled “Budget Authority Responsibility” lists the title of the elected or appointed official who may authorize expenditures, budget adjustments, or financial system access for the budget of their office or department. County or District elected or appointed officials may designate employees in their offices or departments to execute Personnel Action Forms, Expenditure Requisitions, and Budget Adjustments, and to provide system financial access on their behalf. That authority is recognized by PBO, the County Auditor, the County Treasurer, the Purchasing Office and the County Human Resources Management Department upon written notification from the elected or appointed official. (The Budget Authority Responsibility table is in the Appendix.)

Budget adjustments fall into two categories: those that need specific review and approval by Commissioners Court and those that the Commissioners Court has authorized PBO to process without further Commissioners Court review. Based on the guidelines below, PBO determines if the budget adjustment needs specific Commissioners Court approval.

Budget Adjustments That Can Be Approved “Automatically” - Automatic Budget Adjustments:

House Bill 2458 approved in the 79th Regular Session of the Texas Legislature allows the Commissioners Court to authorize PBO to sign budget adjustments and send them directly to the County Auditor’s Office for auditing and updating to the financial system without further approval if they involve moving money within a department’s or office’s Adopted Budget (at the Executive Manager level for those departments), **and**

- The Commissioners Court must approve any transfers from any allocated reserve, unallocated reserve, or other reserve line item within a Fund or a department, unless, the Commissioners Court approved the transfers as automatic during the budget process or through a regular meeting of the Commissioners’ Court. Arbitrage rebate disbursements are exempted through the exception to rule # 6.
- Do not commit the County to additional funding in the next fiscal year;
- Do not use one-time funding for on-going commitments;
- Do not use one-time savings for on-going commitments;
- Do not move monies between funds (a reclassification of expenditures may be warranted in these special cases);
- In the case of capital funds (either Capital Acquisition Resources Account or Certificates of Obligation), do not purchase items or projects that are inconsistent with those approved by Commissioners Court in the budget process;
- In the case of Bond funds (or Certificates of Obligation), do not purchase items or projects that are inconsistent with the covenant in the bond documents as well as the language in the corresponding Official Statement (including transfers from reserves);
- Do not involve moving money out of a line item that PBO believes may have insufficient funding to meet the obligations of the department or office through the remainder of the fiscal year;
- Do not involve moving money out of a Centrally Budgeted Line Item (see page 35 for list);
- Do not involve moving money into or out of the Wellness Clinic Division (#46) in the Employee Health Benefits Fund (526);
- Do not involve money out of “transfer to other funds” #90XX, with the exception of 90-01 (County Contribution to Grants) without Commissioners Court approval;
- Do not involve moving funds from the following line items or programs that have received significant additional resources in the last few years. Funds may be moved within these programs without Commissioners Court approval, but no funds can be moved from these programs without Commissioners Court approval:

Utilities & Leases

- #4801—Utilities
- #6102—Leases

Sheriff Medical Services

- #6033—Medical Services
- #6015—Housing Prisoners

District Clerk Jury Fees

- #6310—Grand Jury Fees

#6314—Petit Jury Fees

Criminal and Civil Courts Attorney Fees

#6301—Attorney Fees - Civil

#6302— Attorney Fees - Criminal

- Do not involve moving funds from the #2003 Hospitalization line item except to another Hospitalization account;
- Do not involve moving money into or out of the following General Fund, or Special Fund, line items:

#0101—Regular Salaries – Elected Officials

#0401—Regular Salaries - Appointed Employees

#0701—Regular Salaries - Permanent Employees

#0712—Regular Salaries – POPS Employees

#0713—Regular Salaries - Associate Judges

#1301—Regular Salaries - Visiting Judges

There are six exceptions to this rule:

1. If documentation of a slot vacancy, such as a slot number that can be verified as vacant by Human Resources Management, accompanies adjustments from 0701, 0712 or 0713, offices and departments can automatically move funds budgeted in 0701—Regular Salaries - Permanent Employees, 0712—Regular Salaries - POPS Employees, or 0713—Regular Salaries – Associate Judges and the associated fringe benefit line-items if it involves moving them:
 - a) to 0701—Regular Salaries- Regular Employees, 0712—Regular Salaries - POPS Employees or 0713—Regular Salaries – Associate Judges in another division when a slot is reassigned to another division;
 - b) to 0801—Regular Salaries-Temporary Employees to temporarily fill a vacant regular position;
 - c) to a Contract Employment Service line item (such as 6008, 6033, 6035 and 4014 etc.) to temporarily fill a vacant regular position.
 - d) to 1101—Overtime for employees performing the duties of positions that are vacant.
 - e) to 1301— Visiting Judge- if backfilling for a vacant Judge position.
2. Offices and departments can automatically transfer funds from salary and benefit line items to correct projected negative balances in other salary and benefit line items and to make technical corrections. This includes moving from #1501 Performance Based Pay to salary line items based on approved compensation awards. However, sufficient funds must exist in the line item from which funds are moved to accommodate the remainder of the fiscal year.
3. If the funds requested to be moved are from Grant accounts and/or Bond fund accounts, and the change is allowed by the grantor and/or bond provisions, then the transfer may be treated as an automatic adjustment.
4. Funds may be moved automatically to accommodate changes in line items related to Interlocal agreements.
5. If a department provides documentation of a change in duty rotation from one division to another within a department, personnel budget adjustments can be made as automatics to reflect the move.

6. If a department is transferring from a cell phone line item to a benefit line item to implement a cell phone allowance within a department.

Automatic budget adjustments may also be made at PBO's discretion to correct administrative or technical errors. PBO has the authority to process as automatic budget adjustments needed to correct projected negative line items in personnel accounts.

Automatic budget adjustments may also be made at PBO's discretion to correct administrative errors to budget transfers previously submitted to and approved by Commissioners Court. Because the Court has already ordered the transfer according to the misinformation presented in the original transfer request, an automatic adjustment can correct the error only if the Court's intent in approving the appropriate transfer is clearly documented and the correction is consistent with the order. For example, a budget transfer request included a line item number containing a typographical error and the support documentation provided with the transfer included a description of the proper account location. As the court's intent to transfer from the proper location can be presumed from the totality of the documentation, the error can be corrected.

Automatic budget adjustments also include budget adjustments between departments if the adjustment is related to a centrally budgeted line item or if one department procures a service or item on behalf of another department. These inter-departmental budget adjustments must adhere to the guidelines outlined above for all automatic budget adjustments.

Please plan that automatic budget adjustments are generally processed in two working days from receipt by PBO to allow for PBO review (24 hours) and County Auditor's Office auditing and system update (24 hours). Budget adjustments could take longer if there are any questions or issues that arise during the review process.

Budget Adjustments That Need Specific Review by Commissioners Court:

Budget Adjustments that are classified as Transfers, Amendments, or Discussion items are posted on a Commissioners Court voting session for Commissioners Court approval before they are audited and updated by the County Auditor's Office.

Rule #4. Offices and Departments must submit transfers, amendments, and discussion items to PBO at least 12 days before the Commissioners Court voting session during which they are to be considered.

Departmental requests for a budget adjustment (transfer, amendment, or discussion item) must be submitted to PBO with sufficient documentation of the issue to ensure that it is placed on the agenda at the earliest possible time. Lack of sufficient back-up information may delay the posting of the item.

In emergencies, the Executive Manager for PBO or the PBO Budget Manager may schedule a transfer, amendment, or discussion as an add-on budget adjustment. Emergency budget adjustments can be placed on the agenda no later than 72 hours before the item is to appear before Commissioners Court. For example, emergency budget adjustments must be placed on the agenda no later than the Friday prior to the Tuesday that the item is to appear on Commissioners Court.

The types of budget adjustments that need Commissioners Court approval are described below:

Transfer Budget Adjustments. Transfers are budget adjustments within an office or department that do not meet the criteria for an Automatic Budget Adjustment outlined above. Such transfers include movement from the programmatic line items and salary line items outlined above that do not meet the criteria for automatic budget adjustments. If PBO concurs with these items, PBO places them on the Commissioners Court agenda as Transfers. If PBO does not concur or if there are issues that need to be discussed with Commissioners Court, PBO places them on the Commissioners Court agenda as Discussion items.

Budget Transfers can also include modifications to the adopted capital projects or purchases list regardless of the need to move the funds to another line item.

Amendment Budget Adjustments. Amendments are budget adjustments involving the movement of funds from any reserve account to a departmental expenditure account. For example, adjustments from any Allocated Reserve to a departmental operating line item are considered amendments. In addition, budget adjustments from special fund reserves or from Capital Fund reserves (otherwise known as the 400's funds) are amendments and need Commissioners Court approval. Also, budget adjustments between departments that do not meet the criteria outlined above for automatic budget adjustments are considered budget amendments.

Budget Amendments also include budget augmentations that occur after the beginning of the fiscal year. Budget augmentations proposed after the beginning of the fiscal year are considered for funding if the Commissioners Court indicated during the budget mark-up process that the proposal was not yet fully developed and should be considered for funding from Allocated Reserve. This is traditionally accomplished by the Commissioners Court approving an earmark on the Allocated Reserve or the Capital Acquisition Resource (CAR) Reserve. Such proposals are also considered if they are of an emergency nature, funding cannot be identified internally, and it cannot be delayed until the following fiscal year without a very significant negative impact on the department or office or its service.

If PBO concurs with these items, PBO places them on the Commissioners Court agenda as Amendments. If not, or if there are issues that need to be discussed with Commissioners Court, PBO places them on the Commissioners Court agenda as Discussion items.

Discussion Budget Adjustments. Budget adjustments become discussion items on the Commissioners Court agenda when PBO determines that the request warrants further consideration. These items could fall into the category of Automatic Budget Adjustments, Transfers, or Amendments. Typically, these are items that do not have PBO's concurrence.

Items that are often included as discussion items are budget adjustments

- that appear to make a programmatic change not consistent with Commissioners Court policy;
- that warrant further consideration due to the financial condition of the department, office, or County;
- that raise issues which may need additional programmatic or policy review before a decision is made.

General Budget Adjustment Guidance:

Budget adjustments from a salary line item must include the slot number of the vacant position associated with the resources being requested to be transferred.

If you have a program change, a new grant, or any other item to discuss with the Commissioners Court that affects the budget, please work with your PBO analyst to make sure the appropriate budget adjustment is on the same Commissioners Court session as the agenda item to expedite the process.

Budget adjustments are not allowed to or from line items with specialized CAR activity numbers to line items with different activity numbers.

PERSONNEL BUDGETS

Departments and offices are appropriated a fixed amount of funding for the fiscal year and are expected to make expenditure decisions including personnel actions within the confines of that allocation.

Rule #5. A department's or office's personnel budgets must stay within the amount appropriated in the Adopted Budget on an annualized basis.

Departments are encouraged to utilize permanent salary savings to increase green-circled positions to the minimum of the pay grade or implement other high priority compensation issues. The budget base for subsequent fiscal years is the same as the prior year unless Commissioners Court has approved permanent modifications to the budget. Departments and offices are responsible for making overall hiring decisions as well as other personnel decisions such as internal POPs and non-POPs promotions within the total appropriation in the Adopted Budget and are encouraged to regularly monitor the status of the personnel budget.

Negative Salary and Benefit Line Items

Although the County has an obligation to pay employees for the time they work, negative balances in salary and related benefit line items violate Budget Rules #1 and #5. Offices and departments should monitor their projected expenditures in their salary and benefit line items and make the appropriate budget adjustments prior to a balance becoming negative. In addition, if an office or department is notified that it has incurred a negative balance in a salary or benefit line item, it must submit a budget adjustment to PBO as soon as possible to correct the problem for the remainder of the fiscal year.

Overtime

All elected and appointed officials, executive managers and department heads are expected to manage their payroll budgets. Employees should not be authorized to work when there is not a budgeted appropriation to pay for that work unless there is an emergency.

Unbudgeted overtime is prohibited, except when the Commissioners Court or an elected county or district officer declares an emergency, and Emergency overtime must be reported to the County Auditor, PBO and the Commissioners Court within 5 days of the occurrence.

Budget transfers must be made by the office/department through PBO to cover shortages prior to the subsequent payroll. If the payroll line items are still negative at the time the subsequent payroll tape is processed, the County Auditor will make an automatic budget transfer(s) to cover the negative balances from any line item that has sufficient funds to cover the shortage.

Vacation Time in lieu of Compensation

An employee's maximum vacation time earned may be modified in lieu of compensation at the discretion of the Commissioners Court without increasing the maximum vacation allowed to be carried forward.

Unspent Hospitalization Funds to the Employee Health Benefits Fund-County Employees

Any year-end balances in the hospitalization premium line items (line items 2003 and 2103) after consideration of any hospitalization contra accounts will remain within the fund in which they are budgeted and fall to the ending fund balance. In some previous years, the General Fund hospitalization premium savings were transferred to the Employee Health Benefits Fund as a strategy to stabilize the fund. This transfer is not anticipated to be required in the near future but the need will continue to be evaluated on an annual basis during the budget process. Restricted fund sources, such as grants, special revenue funds and bond funds will only be transferred to the extent allowed by the rules governing the use of the funds.

CAPITAL FUNDS

The County invests in capital assets through appropriations from the General Fund and Special Revenue funds, and in Capital Project funds through revenue from the sale of bonds and Certificates of Obligation. Capital assets are defined in the Travis County Code Chapter 27, Capital Assets.

The County generally pays for capital assets with funds from debt issues (Road Bonds, Permanent Improvement Bonds, or Certificates of Obligation) or from funds in the CAR account. The CAR account is used for most capital projects or items and is also used to pay for one-time equipment expenditures that

do not fit within the definition of capital assets, such as computers that have a unit cost of less than \$5,000. Capital project funds, including all CAR account funds, can be used only for purchases approved by the Commissioners Court. In addition, if the capital funds are debt proceeds, they can only be used in accordance with the covenants in the Official Statement.

Rule #6. If appropriated funds are left over after a capital project is completed or a capital item is purchased, a department or office cannot automatically transfer the unused funds to another project or purchase without Commissioners Court approval. In addition, funds cannot be transferred between projects or used to purchase items not specifically approved and itemized during the FY 09 Budget process without approval of Commissioners Court. If the capital funds are debt proceeds, they can only be used in accordance with the covenants in the Official Statement.

Rule #7. If bond funds are left over after the completion of all of the 1984 Voter Approved Road Capital Improvement Projects, including right of way litigation associated with those projects, the remaining funds shall be expended on Road and Bridge Projects in Precinct One.

Exception to rule #6:

The Planning and Budget Office (PBO) has the authority to process budget transfers that do not exceed \$15,000 as automatic transfers for capital projects resulting from actual realized savings (not projected savings), unless a policy issue surfaces that PBO believes requires the attention of the Commissioners Court. The Court is interested in being informed about and approving the use of existing savings for capital projects in excess of \$15,000. For purposes of arbitrage rebate disbursements to the IRS, PBO may transfer unused funds, including reserves, within a bond fund, but must notify the Commissioners Court at its next regular scheduled meeting.

ENCUMBRANCES

Encumbrances are reservations of funds made with purchase orders, contracts, or salary commitments and must be covered by an appropriation. The encumbrances are liquidated when these claims are paid.

Rule #8. Keep track of your encumbrances and keep them timely. Please refrain from tying up County resources with unnecessary encumbrances.

On a quarterly basis, departments and offices shall submit to the County Auditor an "Over 90 Day Old Encumbrance Report." Departments/Offices should review this encumbrance report and mark any encumbrances that can legally be unencumbered. Reports should be signed by authorized personnel and submitted no later than 30 days following the end of the quarter. This report can be generated from the custom options menu (GMBA) on the HTE financial system.

PRIOR YEAR ENCUMBRANCE RESERVE

Rule #9. A reserve for encumbrances ¹ is established to pay for contractual obligations made in the previous fiscal year for goods and services to be received in the new fiscal year. The amount budgeted for this reserve is the maximum, not to exceed amount, estimated at the time the budget was adopted.

¹ For the purposes of Rule # 9 and #10, the term "encumbrance" and "pre-encumbrance" shall mean "rollover" and "rebudgeted" items.

After the previous fiscal year's accounting records are closed, a portion of the estimated budgeted reserve is applied by the County Auditor to pay for the previous fiscal year's accrued expenditures for goods and services received in that year; the remaining amount becomes the actual amount available for the new fiscal year expenditures for contractual obligations made during the previous fiscal year.

The reserve for encumbrances may be reappropriated by the Commissioners Court to the new fiscal year as budget amendments in the individual office or department budget line items for the purpose and for the vendor to which the contractual obligation and encumbrances were originally applied. Any canceled prior year encumbrance may result in the County Auditor moving these funds from the budget of the department/office to the County's Allocated Reserve for reappropriation by the Commissioners Court.

PRIOR YEAR PRE-ENCUMBRANCE RESERVE

Rule #10: A reserve for pre-encumbrances is established to reserve funds for projects initiated in the previous fiscal year and to be expended in the new fiscal year, but for which no contractual obligation yet exists. The reserve for pre-encumbrances may be reappropriated by the Commissioners Court in the new fiscal year as budget adjustments in the individual office or department budget line items. The County Auditor submits the list of pre-encumbrances to PBO for review and recommendations to the Commissioners Court for reappropriations. Any canceled pre-encumbrances over \$50 automatically result in the County Auditor's funds verification approval being revoked, with these funds being moved from the budget of the office or department to the County's Allocated Reserve and made available for reappropriation by the Commissioners Court.

PRINTING/MAILING RESTRICTIONS:

Rule #11. Use of the central support services line items to produce mailing labels, address mailings or print lists of more than 500 names or items is restricted unless the mailing is: (1) required by law; or (2) specifically approved by the Commissioners Court.

The Travis County Reprographics Service Center (TCRSC) must keep one file copy of all documents printed and indicate the number of copies made. You cannot use TCRSC resources to print more than 500 copies a month of the same letter, newsletter or notice unless the additional copies are: (1) required by law; or (2) specifically approved by the Commissioners Court.

The TCRSC may only print official documents of Travis County government or those authorized by the Commissioners Court. Projects shall be printed as 2 sided unless 1 sided is specified and a reason is provided. Outside agency contractual authorization for printing must accompany each work order. Persons placing printing orders must affirm on the work order that the materials ordered are for official use.

TRAVEL

Travis County will pay vendors and/or reimburse employees and officials who travel for County business. Travel expenditures for non-County employees and or volunteers, for professional development, must be approved by the Commissioners Court prior to the actual travel unless the department has a policy that has been previously approved by Commissioners Court. The policy must be on file with the Auditor's office. The travel expenditure rules cannot cover every travel variation. Securing travel arrangements at the lowest cost may result in a loss of flexibility should emergencies arise. Booking policies of a specific

travel industry vendor may require an exception to standard county travel procedures. The County Auditor will interpret, audit and approve travel expenses and reimbursements to facilitate the timely conduct of county business in the current climate of rapidly changing travel industry requirements. The Auditor will make travel payment decisions in accordance with the following rules:

Rule #12. All travel expenses must be encumbered, on a County authorized travel encumbrance form, prior to traveling. If funds are not encumbered, the County Auditor may require approval by Commissioners Court before disbursement. To receive reimbursement, travelers must file an expense report, using the County's authorized Travel Reimbursement Form, and all required receipts with the County Auditor within 30 days after the last day of travel. The employee and employee's supervisor must approve the report. The County Auditor may request Commissioners Court approval for reimbursement requests received over 30 days after the last day of travel. The Auditor will interpret any requests for deviations within the intent of the travel rules and sound fiscal policy. Elected and appointed officials have the right to establish travel procedures and policies for their own departments which may reimburse at a rate less than the County's established reimbursement rates.

Rule #12A: International business travel and travel to Alaska & Hawaii must be approved by Commissioner's Court prior to travel and encumbering of funds.

This rule does not apply to international travel and travel to Alaska and Hawaii that relates to criminal investigations, prosecutions, extradition or similar criminal justice purposes where prior approval by Commissioners Court could thwart the purpose due to delay or public disclosure of the purpose of the trip.

Rule #12B: International travel that includes renting a vehicle, either in a foreign country or rented to travel into a foreign country, are required to select vehicle rental insurance offered by the rental agency. Insurance coverage should include damage to the rental vehicle and to a third party vehicle and bodily injury.

Travis County government is exempt from sales taxes in the state of Texas, but not from hotel taxes. A sales tax exemption form may be obtained from the Purchasing Office.

Reimbursement requests must be submitted on the County's authorized Travel Reimbursement Request Form within 30 days after the last day of travel. This request form must have detailed receipts attached, including receipts for pre-paid expenses.

All reimbursement requests and encumbrance forms related to employees must have the Employee ID# of the traveler.

Advance payments by employees with personal credit card for business travel, will get reimbursed per the disbursement schedule if all travel rules were followed. Department/Offices will be responsible to track these pre payments and ensure the County will be reimbursed for the advance payments if the travel does not take place.

Cancelled business travel must be reported to the County Auditor. If expenses were paid in advance such as for airfare, lodging, etc., the traveling employee/official will be responsible for ensuring the County will be refunded these amounts.

REGISTRATION FEES:

- Paid in advance, Pick up check and encumber only requests must have a completed registration form and/or confirmation of registration with employee and vendor information as support for the expense.

- Pay when billed if requested on the encumbrance form. Department/Official must submit bill with Travel ID/PO number for processing.
- Reimbursement requests must be submitted on the County's authorized Travel Reimbursement Request Form within 30 days after the last day of travel.
- Payments will be processed in accordance with the disbursement schedule.
- If the conference/seminar/training was cancelled and/or the travel did not take place, and if the employee/official failed to timely cancel the registration according to conference/seminar/training vendor's refund policy, the employee/official will be liable for the advanced registration payment and/or any cancelled registration fees. Employee/official responsibility can be waived if the failure to use the pre-paid registrations fees is a result of an unanticipated emergency.

ACCOMMODATIONS:

- The County will pay for travel accommodations within the USA, based on the rates, plus taxes (no sales taxes) as follows:
 - Government rates as quoted by the lodging facility.
 - Conference/seminar group rates
 - Best available rates for standard accommodations. Deluxe or Luxury accommodations will be responsibility of employee/official traveling.
 - Single occupancy rate
 - Double or multiple occupancy rates will be paid if two or more employees are sharing a room while on the business trip.
 - Supporting documentation of the lodging facility with the quoted rates must be provided before disbursement.
- Paid in advance. Pick up check, and encumber only requests must have a confirmation of reservation from the lodging facility with employee and lodging facility name/address. If no confirmation, support must be brochure or document with vendor name and address for payment.
- Pay when billed if requested on the encumbrance form. Department/Official must submit bill with Travel ID/PO number for processing.
- Payments will be processed in accordance with the disbursement schedule.
- If the conference/seminar/training was cancelled and/or the travel did not take place, and if the employee/official failed to timely cancel the lodging reservation according to hotel's refund policy, the employee/official will be liable for the advanced lodging payment and/or any cancelled lodging night penalties. Employee/official responsibility can be waived for the pre-paid first night lodging only, if the failure to use the prepaid accommodations is a result of an unanticipated emergency.
- The night before start of conference/meeting (does not include pre-registration times) and the night after end of conference/meeting will be allowed as part of the business travel expense.
- Saturday night stays not relevant to the travel event requested to be paid/reimbursed, must be justified that the airfare would be less expensive. Justification would be all lodging cost plus the airfare is less than the airfare would be if returning after the end of the training/seminar/conference. Meals would be the responsibility of the traveler.

TRANSPORTATION:

MILEAGE:

- Mileage for business use of a private vehicle is reimbursed at the annual standard rate set by the Internal Revenue Services (currently 58.5 cents per mile for employees, and 14 cents per mile for volunteers, but subject to change as the IRS adjusts the rates). Mileage shall start from the employee's or volunteer's regular work place on business workdays and from the employee's/volunteer's home on non-work days and holidays.
- Only one employee/volunteer may claim mileage reimbursement when more than one employee/volunteer travels in the same vehicle.
- Routine mileage reimbursement requests must be submitted on the authorized mileage form prescribed by the Auditor's office. Form must be submitted to the County Auditor within 30 days from the end of the mileage month.
- The County Auditor will disburse mileage reimbursement requests for combined months provided each month's reimbursement is subtotaled.
- When travel out of county is greater than 1000 miles round-trip, transportation expenses are reimbursed in an amount not to exceed the cost of round-trip coach airfare in effect at the time of the travel encumbrance. Transportation expenses include lodging, meals, and mileage incurred as a result of driving rather than flying. The Commissioners Court must approve exceptions unless the travel involves extradition of prisoners and/or juveniles.
- Grant employees are reimbursed for mileage at the rate specified by the grant.
- The compensation package approved by the Commissioners Court for the following elected and appointed officials makes them ineligible to use a county-owned vehicle on a routine basis and ineligible to assign themselves a County owned vehicle under the Travis County Take Home Vehicle Policy but they can claim reimbursement for local mileage.

Constables 1-5
County Attorney
County Commissioners 1-4
County Judge
County Treasurer

Justices of the Peace 1-5
Purchasing Agent
Tax Assessor-Collector
Medical Examiner

AIRFARE:

- Air fare must not exceed the rate of a non-refundable coach fare in effect at the time of the travel encumbrance. According to various airline policies, changing non-refundable tickets could result in the County buying an additional ticket or paying an additional fee. If the change was to facilitate County business or was out of the control of the traveling employee/official, such as illness or emergency, the employee/official will not be held responsible for the cost of the change. The airline ticket (or comparable electronic document) must be attached to a reimbursement expense report if the trip was not taken. Written notice from Elected/Appointed Official, Executive Manager, or Department Head will be required to be submitted with expense report.
- In order that County staff make necessary business trips at the least possible cost, some tickets may be conditioned upon use for only the date and time purchased.
- The County Auditor will pay for airline tickets when billed by a vendor or as requested by the traveler on the encumbrance report in accordance with the disbursement schedule. The

employee or official will be liable for the payment if the airline ticket is not used for the intended travel.

- If the airline ticket is paid in advance, the boarding pass, check in documentation, or certification that the ticket was used, must be attached to the reimbursement expense report.
- The County will reimburse the cost of the first bag fee imposed by an airline, for training/conferences that are for one to three days. If the training/conference is four or more days, the County will reimburse the fee imposed for an extra bag or the cost of luggage weight over 50 pounds. Receipts will be required for reimbursement.

OTHER TRANSPORTATION:

- The County Auditor will pay for the actual cost of a rental car for the business use when billed by a rental car vendor or as requested by the traveler on the encumbrance form. Payment will be processed in accordance with the disbursement schedule. Justification for the rental car will be required.
- The County will reimburse for the actual cost of a rental car for the business use or if used in conjunction with personal use, prorated days of business use. Justification for rental car will be required.
- Rental of luxury vehicles including but not limited to Hummers, Cadillacs, and Convertibles, will not be paid and/or reimbursed by the County unless justified and approved by Commissioners Court.
- The County reimburses for the actual costs of taxi fares, parking fees, and bus fares if receipts are attached to the reimbursement form.
- Travelers may choose to obtain a ride to Austin-Bergstrom International Airport instead of parking there. In that case, the County reimburses the mileage costs for two round trips to the airport, if the total mileage does not exceed the cost of parking at the airport. The County also reimburses cab fare to and from the airport.
- Other means of transportation, such as Motorcycles, Bicycles, Recreational Vehicles, etc, must be approved by Commissioners' Court.

MEALS:

- The County will reimburse an employee/official for meals in one of the following methods. Only one method of reimbursement is allowed for each trip.
 - Per Diem: \$39.00 per day (includes gratuities) for meals is reimbursed without any receipts required. Partial day per diem is at the discretion of the Department/Office.
 - Actual Pay: Up to \$50.00 per day for meals plus up to 15% gratuities is reimbursed if itemized receipts are submitted with the reimbursement form.
- Banquets, Award Ceremonies, Luncheons, etc will be reimbursed at one of the reimbursement methods above unless included in the Registration Fee.
- The County does not reimburse employees for alcoholic beverages.
- Consistent with the Internal Revenue Code, meal expenses will be reimbursed only when the employee is required to be out of the County overnight, except in the case of Jury Sequestration.

- Department funds may be expended to provide necessary food and beverage expenditures related to emergency or time critical public safety deployments where personnel is prohibited by command staff from leaving the site of the deployment. Deployment must be projected to extend at least two hours beyond a standard meal break and the law enforcement activity will be compromised if personnel leave the premises before resolution of the activity. Funds are not to be used for solo assignments or individual meals, but to service the group of operational and support staff restricted to a command/staging location or the associated target location. These rules will be strictly enforced, and any disallowed expenditures will be a pro rata taxable employee benefit to the assigned employees. The expenditure documentation must include the original receipts, the names of the deployed employees, and certification of incident and restricted assignment by command staff on a certification form designed by the Auditor's Office. Nothing in this rule prohibits or limits the purchase of water or military style Meals Ready to Eat (MRE's) for employees assigned to outdoor activities if determined by command staff to be necessary for the health and safety of the employees during the assignment

INCIDENTAL EXPENSES:

- The County does not reimburse for extracurricular activities such as golf, tennis, entertainment, movies, tours, sport events, or non business events along with any related costs for such extracurricular activities.
- The County will not pay for fines for violation of the law such as parking tickets, speeding tickets, etc.
- The County will not pay for food and/or beverages provided at meetings, training for County Staff, retreats or training provided on County property. This restriction does not apply if the grant allows this type of expense.

Rule # 13. Travel advances may be paid at the discretion of the County Auditor.

- Travel expenses paid directly to employees in advance for Registration, Airfare, Lodging, & Meals, will be considered travel advances. Advance payments to vendors in behalf of a County traveling employee/volunteer/non-County personnel, for registration, airfare and lodging, will considered in the future, when Auditor develops proper procedures for this type of disbursement.
- If a travel advance is requested, employee/official must sign an agreement that will allow the County Auditor to deduct the full advance from the employee's paycheck if the Expense Report is not submitted within 15 days from end of trip.
- The advance form must be signed by both Employee/official and the Department Head/elected official and/or appointed official.
- The County Auditor will develop and publish procedures for employees receiving travel advances, which will account for all advances as expenses and/or reimbursements as appropriate.

TRAVEL EXPENSES IN CONTRACTS:

Contracts for goods, services, and training that require the County to reimburse for travel expenditures to the contractor must include provisions in the contract that will require the travel reimbursements not to exceed the allowances provided to County personnel. Any exceptions to these rates must be brought to Commissioners Court for approval.

ALTERNATE TRAVEL:

Travelers may be reimbursed for alternate travel arrangements (transportation mode, accommodations, or schedule) provided that the cost is not greater than the least expensive alternative. Alternate travel and the associated costs and savings must be approved by the employee's supervisor and fully documented before travel begins. The Commissioner's Court must approve all exceptions.

JURY SEQUESTRATION, & JURY MEALS IN CRIMINAL CASES

A cash fund may be set up for each Judge hearing criminal cases. The fund will be used for jury meals where the Judge determines that an impaneled jury should not separate during mealtime. The County Auditor will determine the amount maintained in each fund. Reimbursement will be paid upon a statement signed by the Judge, and which includes a certification by each juror that they received a meal. If the amount spent for each meal is \$9.00 or less, no receipt is required.

In the event of jury sequestration, the County Auditor is authorized to advance the cost of sequestering in the amount ordered by the sequestering Judge in order to secure lodging. The amount expended for food and lodging shall follow the guidelines approved by Commissioners Court covering travel reimbursement for county employees. The need for jury sequestration may occur after the normal business hours of the county and without sufficient time to call an emergency session of the Court. The normal procedures for claims processing may be adjusted accordingly.

RECRUITING AND HIRING FOR HIGH LEVEL POSITIONS

Rule #14. The Commissioners Court may 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. Commissioners Court approval must be granted prior to the travel for the applicant to be reimbursed. The job applicants are reimbursed at the same rates used for current County personnel. Moving expenses and employment agency fees may also be paid for these positions if approved in advance by the Commissioners Court. Moving expenses must be supported by receipts. Departments and offices must notify Payroll before any expenses are paid.

LONG DISTANCE AND CELLULAR PHONE EXPENSES

Rule # 15. All County personnel must certify that long distance toll charges and cellular phone air time charges on County telecommunications equipment were for official County business. If any charges are not for official business, the official or employee must reimburse the County immediately after they are notified of the charges and charges are determined to be for personal use.

- All cellular phone airtime charges and cell phone purchases must be made in accordance with Chapter 39 of the Travis County Code, Wireless Communications Policy.
- All long distance phone certifications must be submitted to the Auditor's Office within 30 days after notification of the charges from ITS.
- Any questions surrounding the implementation of the above budget rule or of the appropriateness of any reimbursement or disbursement of long distance phone charges and cellular air time charges may be referred to the Commissioners Court at the discretion of the County Auditor.

GRANTS

In an effort to better coordinate the grant-seeking activities of the County and track the outstanding commitments to provide County matching funds, PBO, the County Attorney, and the County Auditor must review grant applications and contracts before a grant is placed on the agenda for Commissioners Court approval.

Rule #16. Grants from public or private sources received during this fiscal year are budgeted by the Commissioners Court upon certification of the revenue by the County Auditor. Application for grants must be submitted in accordance with the following rules.

For information on the complete grants process, please refer to the Grants Handbook available from the County Auditor.

In the event that a grantor utilizes an online system for approval/modifications to grants, PBO is authorized to act on behalf of the authorized official for approving/modifying grants in the following circumstances:

- 1) The grant authorized official is member of the Commissioners Court.
- 2) The grant contract/application has been approved by Commissioners Court.
- 3) The change does not significantly change the scope of service of the grant from what has been approved by Commissioners Court.

Grant Application Approval:

The grant summary sheet must be submitted to PBO electronically as well as three originals of the grant application and one copy of the original (to facilitate multiple copying for Court members) must be submitted to PBO by **Thursday at 5:00 PM**, 12 days prior to the planned Commissioners Court meeting at which the office or department wishes the grant to be included on the agenda. By the same deadline, one copy of the grant summary sheet and one copy of the application, as well as electronic versions, must be submitted to the County Auditor and the County Attorney's Office for review. One copy of the grant summary and one copy of the application must also be submitted to Information & Telecommunications Systems, (ITS) Facilities Management, (FM) and Human Resources Management Department if any new FTEs are involved.

The County Auditor reviews the application for fiscal requirements and the County Attorney reviews it for legal requirements. After receiving confirmation of review from these offices, PBO reviews the summary, including performance measures, and submits the grant, with a recommendation, for inclusion on the Commissioners Court agenda. PBO's recommendation includes the fiscal impact of FTE contained in the grant, if any. This information will be submitted to PBO by ITS, FM, & HRMD after the review of the information provided by the requesting department or office. The grant summary form is available as a file from PBO and is shown on the next page.

If any changes are made to the grant application, three final originals must be submitted to PBO by Friday at 5:00 PM, two days prior to the Commissioners Court meeting at which the grant is to be considered. If approved, the grant application is signed by the County Judge and is available for pick-up by the office or department in the County Judge's Office.

Direct Cost of Accounting: Please contact the County Auditor for assistance in estimating the direct cost of accounting. Include the estimate in the grant application if the cost is reimbursable. Departments and offices should seek reimbursement for direct accounting costs when applicable.

New Positions: When an office or department applies for a grant which includes new FTEs, the office or department should send a copy of the grant application to HRMD, ITS and FM for their review. It is essential that this is accomplished early in the grant process so that HRMD can match the new proposed position to similar positions or existing job descriptions and ITS and FM can implement any network or space accommodations required. If the transfer of information to HRMD is delayed until after the grant award is accepted, there may be a significant delay before a person can be hired for that new position, particularly if the County has never had a position like the one being requested.

Performance Measures: All grants should have performance measures, including relevant outcome measures. Any output measures provided should include a narrative description of the outcome impact to the program. These measures should reflect the current activity of the department or office in the area where grant assistance is requested, as well as the expected impact of the grant on the department's activities. If the grant is for a new program, performance measures should be supplied for the new program. Departments and offices are expected to report to PBO on the performance of a grant six months into the grant period, when applying to continue the grant, and when approval of a renewal contract is requested by Commissioners Court.

GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>

Department/Division:	
Contact Person/ Title:	
Phone Number:	

Grant Title:			
Grant Period:	From:		To:
Grantor:			

Check One:	New: <input type="checkbox"/>	Continuation: <input type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	One-Time Award: <input type="checkbox"/>	Ongoing Award: <input type="checkbox"/>	
Type of Payment:	Advance: <input type="checkbox"/>	Reimbursement: <input type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	<u>TOTAL</u>
Personnel:						0
Operating:						0
Capital Equipment:						0
Indirect Costs:						0
Total:	0	0	0	0	0	0
FTEs:						0.00

Auditor's Office Review: <input type="checkbox"/>	Staff Initials: _____
Auditor's Office Comments:	
County Attorney's Office Contract Review: <input type="checkbox"/>	Staff Initials: _____

Performance Measures	Projected FY 09 Measure	Progress To Date:				Projected FY 10 Measure
		12/31/08	3/31/09	6/30/09	9/30/09	
Applicable Depart. Measures						
Measures For Grant						
Description of Outcome Impact						
Description of Outcome Impact						

PBO Recommendation:

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

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

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

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

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

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.

Outstanding Grant Applications: PBO maintains a summary of outstanding grant applications and matching fund commitments. This summary is submitted to Commissioners Court every week as an attachment to the regular Grant Agenda Item. Departments that are notified of the denial of a grant application should inform PBO so that the outstanding grant application summary reflects pending County commitments.

Indirect Costs: The Commissioners Court has adopted an indirect cost plan that includes an indirect cost rate for each department or office. All grant applications should request the appropriate indirect cost as part of any grant application. The requirement to include an indirect cost rate as part of an application may be waived annually if:

- A) The total amount requested, without including indirect costs is less than \$50,000.
- B) If a department or office can provide evidence that including an indirect cost rate will result in rejection of a grant application.

See the Appendix for the approved indirect cost rate for most departments and offices as of July 31, 2007. This information is updated during the year and PBO notifies the departments of any changes. If your department is not listed in the Appendix, please contact your Planning and Budget Analyst.

Grant Contract Approval

When an office or department receives a grant contract, the office or department must first secure authorization from the County Auditor's Office and then forward three originals of the contract, with all required signatures except the County Judge's, to the County Attorney's Office. At the same time, the office or department must submit one copy of the contract, with an electronic copy of the grant summary sheet to PBO, ITS, FM and the County Auditor.

After receiving the three originals with any amendments from the County Attorney's Office, PBO submits the contract for inclusion on the Commissioners Court agenda. If approved, the grant contract is signed by the County Judge and available for pick-up by the office or department in the County Judge's Office.

Revenue Certification: Once the contract has been signed by all parties (including the grantor, if that was not done prior to Commissioners Court approval), the office or department must forward the originals of the contract signed by all parties to the County Clerk and the grantor. A copy of the fully executed contract must be submitted to the County Attorney, the County Auditor, and the Purchasing Office. The County Auditor certifies revenue upon receipt of the fully executed contract.

Budget Amendments: Budget amendments are processed as automatic budget adjustments after approval of the contract by Commissioners Court and certification of revenue by the County Auditor.

Permission to Continue: If a grant renewal contract is not received prior to the effective date of the grant and grant employees are requested to continue on the payroll, offices or departments must submit a Permission to Continue memo to Commissioners Court at least four weeks prior to the end of the grant that is to be renewed. This memo notifies the Commissioners Court that payroll expenses are requested to continue and indicate the expected date that the contract will be signed. This rule applies only to the renewal of grants that have been received in previous years, and for which verbal assurance of continuation from the grantor has been received. A Permission to Continue is only appropriate to allow offices/departments to continue to fund payroll for employees where the grant has an ongoing commitment and there is an unusual, non-recurring delay in receiving a final executed contract. At the time a Permission to Continue memo is submitted to the Commissioners' Court for approval, the office/department should contact PBO to request a budget adjustment to move existing office/department resources to the grant fund, or request an allocation from reserves to the grant fund, until the grant is finalized. Revenue will be certified by the County Auditor when all the normal requirements for a grant contract have been met. Revenue for new grants will not be certified and expenditures cannot be made until a grant contract has been signed.

Budget Adjustments: All budget adjustments must comply with the grantor's requirements for budget adjustments. Any budget adjustments requiring prior grantor approval are not processed until that approval is received. If a grantor de-obligates funding or a portion of funding, a budget adjustment must immediately be sent to PBO reducing each affected revenue and expenditure line item.

Purchasing: Grant purchases are not exempt from County purchasing laws. Offices or departments must coordinate with the Purchasing Office when procuring either services or commodities using grant funds. In addition to County purchasing laws, purchases must comply with all applicable federal or state laws and contractual restrictions required in the grant. Purchase of items with a unit cost exceeding \$5,000 must be incorporated into the fixed asset management system. This applies to any items located on County property for which the County is liable, regardless of the source of funding. Items are tagged with a color code denoting the source of funding.

Authorization for Reimbursed Grants: Many of the grants received by the County require expenditures of County funds until those expenditures are accepted and reimbursed by the grantor. All expenditures for reimbursable grants that have been approved by the Commissioners Court and for which revenue has been certified by the County Auditor are authorized until grant funds are available for reimbursement. Offices or departments should request an advance payment rather than agree to a reimbursement arrangement whenever possible.

Expenditures funded from grant funds that are not allowed under the General Fund require a written letter of approval/authorization from the grantor.

Vehicles funded through Grant Funds: If a department plans on purchasing a vehicle using grant funds, all the associated costs for the vehicle, such as fuel and maintenance, need to be covered by the grant funds. In the event that the grant will not cover such costs, the department should either reallocate resources to TNR to fund the fuel and maintenance or request additional funding from Commissioners Court. Any additional funding requests for fuel and maintenance should be coordinated with the approval of the grant contract.

VEHICLE TAKE-HOME POLICY

Rule #17. Use of County vehicles is authorized by this budget for county business and in accordance with Chapter 40 of the Travis County Code.

PERFORMANCE BASED PAY AND EMPLOYEE RECOGNITION

The Performance Based Pay (PBP) system is a mechanism for providing financial compensation for outstanding performance, experience and achievement. Departments and offices award PBP consistent with the rules established by the Commissioners Court.

If an office/department has funds in an employee recognition line item, the recognition expense is not to exceed \$50.00 per employee. Amount of recognition expense should be limited to the cost of a plaque including engraving, lapel pins or other token of recognition. Food, refreshments, decorations, entertainment or other expenses associated with a ceremony, reception or dinner are not allowed.

COMPUTER SOFTWARE TRAINING

All computer software training for Windows and Microsoft Office products is performed by ITS. No other office or department is authorized to solicit services for this training unless training sessions are not provided by ITS within 60 days. No payment for this training is made by the County Auditor without an accompanying written authorization from ITS.

COUNTY AUDITOR'S BUDGET ADJUSTMENT AUTHORITY

Rule #18. The County Auditor has the authority, under the following circumstances, to adjust budgets without prior approval from the office or department,.

End of Year Personnel Balances:

For expenditures incurred during the last two pay periods of the fiscal year, the County Auditor may transfer funds automatically to cover projected shortages in salary and fringe benefits line items. The County Auditor may transfer:

- (1) projected surplus salary and fringe funds within and among offices or departments;
- (2) funds from the General Fund reserve, Special Revenue Fund reserves, Capital Projects reserves, and Internal Service Fund reserve, whichever is appropriate; and

The County Auditor must present a list of the adjustments to PBO for approval by Commissioners Court.

During the year, the County Auditor's Payroll Division may override negative balances to process payroll. Offices or departments should promptly submit budget adjustments to PBO to cover negative balances. See the Budget Rules for PBO's authority to transfer funds if the office or department allows a payroll line item to remain negative. As it relates to Overtime, budget transfers must be made by the office/department through PBO to cover shortages prior to the subsequent payroll. If the payroll line items are still negative at the time the subsequent payroll is processed, the County Auditor will make an automatic budget transfer(s) to cover the negative balances from any line item that has sufficient funds to cover the shortage.

Insurance and FSA Administration Fees:

The County Auditor is authorized to pay insurance and FSA administration fees and reimbursements as approved by the Commissioners Court in the employee benefit contract.

Termination Pay:

The County Auditor may transfer funds from the appropriate Salary line item in an office or department to the Termination Pay line item to cover termination pay. All payments for accrued vacation, sick leave, and compensatory time are charged to the Termination Pay line item. No funds are budgeted in the Termination Pay account until the expenditures are made. The Termination Pay transfer should occur at least monthly to balance the line item.

Adjustments for Expenditures Less Than \$10:

If an invoice exceeds the amount budgeted in a line item by less than \$10, the County Auditor is authorized to transfer funds automatically to cover the budget deficit and avoid delay in processing the invoice. These funds are transferred from the first operating expense line item with sufficient funds. In the case of Grants, the transfer must be approved by the Auditor's Grant Financial Analyst.

Payment of Interest:

The County Auditor is authorized to transfer funds automatically to line item 7510—(Interest) within the budget of an office or department to cover the cost of interest on overdue invoices per the Prompt Payment Act. These funds are transferred from the first operating expense line item with sufficient funds. In the case of Grants, Bond funds, and other funds that do not allow interest payments, the interest will be charged to the department/office general fund budget.

TAX REFUNDS

The County Auditor automatically debits contra revenue accounts (General Fund and Debt Service) to refund current and prior year tax appeals of appraised values. Interest refunds for prior year taxes shall be paid from a budgeted line item in General Administration.

The Tax Assessor Collector calculates the expenditure requirements for tax refunds and submits these amounts to PBO for approval by the Commissioners Court.

CONTINGENT LIABILITIES

The County Auditor has the authority to record contingent liabilities as defined by generally accepted accounting principles to accurately reflect the financial position of the County. The Commissioners Court, County Attorney, Risk Manager, and other elected or appointed officials should notify the County Auditor in a timely manner of any potential contingent liabilities affecting any of the County funds on the County's financial records. The County Auditor notifies the Commissioners Court, and the County Attorney and, where applicable, the Risk Manager of significant contingent liabilities that are recorded on the County's financial records.

INTERFUND TRANSFERS

Interfund transfers are movements of money between budgetary funds. Those that are adopted in the budget process are summarized in the Budget Recapitulation as "Other Financing Sources." The transfers are subject to the following rules:

- The County Auditor may make "transfers in" the funds controlled by Commissioners Court from non-budgetary government funds that are at the discretion of elected officials, the Corporations' Boards of Directors, or the State of Texas (i.e., CAPSO, DAPSO, CSCD, etc.) as directed by the appropriate official.
- The County Auditor may only make "transfers out" of funds if approved by Commissioners Court (budgetary funds) or approved by the responsible official (non-budgetary discretionary funds).
- The County Auditor transfers funds at 1/12 of the budgeted amount on a monthly basis, unless otherwise specifically notified by PBO. If a calculation of the transfer must be made during the fiscal year, PBO performs the calculation and provides the County Auditor the amount to be transferred.
- The transfer is limited to funds available in the transferring fund. If funds are not available in the transferring fund, a transfer is made only up to the amount of available funds. If the receiving fund is at a deficit, the County Auditor, after review and approval by PBO, is authorized to transfer in a sufficient amount to cover the deficit up to the budgeted amount.

MID-YEAR CERTIFICATION OF REVENUES

State law limits revenue which can be certified mid-year for immediate appropriation and expenditure. The County Auditor may certify public or private grant or aid money, donations and intergovernmental contract revenue which was not included in the budget for use in the current fiscal year. Offices or departments wishing to request certification of such money during the fiscal year should contact the County Auditor for assistance.

Authorization for Reimbursed Agreements - Fund 475

Rule #19. Some approved agreements budgeted in Fund 475 (Contractual Capital Projects) by the County require expenditure of County funds until those expenditures are reimbursed by the funding entity. All expenditures for reimbursable agreements within Fund 475 that have been approved by Commissioners Court and for which revenue has been certified by the County Auditor are authorized until the resources from the funding entity are available for reimbursement. Offices and departments should request an advance payment rather than agree to a reimbursement arrangement whenever possible. If the total of expenditures and encumbrances of the fund result in a deficit fund balance, the office/department will be required to request a transfer into the fund from other office/departmental resources or reserves.

APPENDICES

I. Personnel Slot List

A list of the budgeted personnel slots for Fiscal Year 09 is attached to the copy of the approved budget filed with the County Clerk. The list contains the following information for each slot within an office or department: job title, whether the position is full-time or part-time, and effective date. Offices or departments may only hire for regular positions according to this slot list unless otherwise allowed by law or approved by Commissioners Court.

II. County Benefits

Fringe benefits of offices and departments are budgeted based on the County Benefits Policy. A copy of the policy is on file at the County Clerk's Office. The current benefit calculation rates as of October 1, 2008 are shown below.

Base Salary	
FICA OASDI (line item 2002)	Base Salary (up to \$102,300) x 0.062
Hospitalization (line item 2003)	Months on Payroll x \$629
Life Insurance (line item 2004)	Months on Payroll x \$6.55
Retirement (line item 2005)	Base Salary x .1071
Workers Compensation Insurance (line item 2006)	Base Salary x 0.75 x "WCI Factor" Shown below
FICA Medicare (line item 2007)	Base Salary x 0.0145

Please contact your Planning and Budget Analyst for Workers Compensation Insurance "WCI Factor" for position types not shown below:

Job Description	"WCI Factor"
PRINTING	0.0187
INSECT CONTROL	0.0237
INSULATION WORK & DRIVERS	0.0463
ROAD EMPLOYEES - PAVING	0.0346
ROAD MAINT MGMT PERSONNEL	0.0092
DRIVERS	0.0362
AIRPORT, HELICOPTER OPR	0.0226
LAW ENFORCEMENT, AMBULANC	0.0179
AUTO MECHANICS	0.0175
ENGINEERS, SURVEYORS	0.0032
CLERICAL	0.0026
VET HOSP & ANIMAL CONTROL	0.0096
CLINICAL PROFESSIONALS	0.0028
HOSP PROFESSIONAL & CLERK	0.0071
BUILDING MAINT & JANITOR	0.0226
PARKS & RECREATION	0.0257

III. Budget Authority Responsibility

Below is a list of officials (or their designee, authorized in writing to the County Auditor, Purchasing Office, PBO, and HRMD) who are responsible for and may authorize expenditures from the budgets of their office or department.

Dept #	Office or Department Name	Responsible Official
01	County Judge	County Judge
02	Commissioner - Precinct 1	Commissioner Precinct 1
03	Commissioner - Precinct 2	Commissioner Precinct 2
04	Commissioner - Precinct 3	Commissioner Precinct 3
05	Commissioner - Precinct 4	Commissioner Precinct 4
06	County Auditor	County Auditor
07	County Treasurer	County Treasurer
08	Tax Assessor-Collector	Tax Assessor-Collector
09	Planning & Budget	Executive Manager, Planning and Budget
10	General Administration	County Judge/Commissioners Court
11	Human Resource Management	Executive Manager, Administrative Operations
12, 90	Information and Telecommunication Systems	Executive Manager, Administrative Operations
1413	Travis County Exposition Center	Executive Manager, Administrative Operations
14, 91	Facilities Management	Executive Manager, Administrative Operations
15	Purchasing & Inventory Management.	Purchasing Agent
16	Veterans Service Office	Executive Manager Health, Human and Veterans Services
17	Historical Commission	Chairperson, Hist. Comm.
18	Agricultural Extension Svc.	Executive Manager Health, Human and Veterans Services
19	County Attorney	County Attorney
20	County Clerk	County Clerk
21	District Clerk	District Clerk
22, 93	Civil Courts	Administrative Judge/Civil Courts.
23	District Attorney	District Attorney
24, 94	Criminal Courts	Administrative Judge/Criminal Courts
25	Probate Court	Probate Judge
26	Justice of Peace - Precinct 1	Justice of the Peace, Precinct 1
27	Justice of Peace - Precinct 2	Justice of the Peace, Precinct 2
28	Justice of Peace - Precinct 3	Justice of the Peace, Precinct 3
29	Justice of Peace - Precinct 4	Justice of the Peace, Precinct 4
30	Justice of Peace - Precinct 5	Justice of the Peace, Precinct 5
31	Constable - Precinct 1	Constable, Precinct 1
32	Constable - Precinct 2	Constable, Precinct 2
33	Constable - Precinct 3	Constable, Precinct 3
34	Constable - Precinct 4	Constable, Precinct 4
35	Constable - Precinct 5	Constable, Precinct 5
36	Dispute Resolution Center	Director, Dispute Resolution Center
37	Sheriff	County Sheriff
38	Medical Examiner	Executive Manager, Emergency Services
39	Community Supervision & Corrections	Director, Community Supervision & Corrections

40	Travis County Counseling and Educational Services (TCCES)	Executive Manager, Justice and Public Safety
42	Pretrial Services	Director, Community Supervision & Corrections
43	Juvenile Public Defender	Executive Manager, Justice and Public Safety
45	Juvenile Probation	Chief, Juvenile Probation Officer
47	Emergency Services	Executive manager, Emergency Services
49, 92	Transportation and Natural Resources	Executive Manager, TNR
54	Civil Service Commission	Civil Service Officer
55	Criminal Justice Planning	Executive Manager, Justice and Public Safety
57	Records Management and Communication Resources	Executive Manager, Administrative Operations
58	Health and Human Services	Executive Manager Health, Human and Veterans Services
59	Emergency Medical Services	Executive Manager, Emergency Services

IV. Indirect Cost Rates

Below is the list of indirect cost rates for each department or office to be used for applying for grants.

Approved by Commissioners Court on July 31, 2007

Dpt #	Department Name	Calculated Rate
01	County Judge	190.66%
02	Commissioner - Precinct 1	40.94%
03	Commissioner - Precinct 2	40.32%
04	Commissioner - Precinct 3	52.08%
05	Commissioner - Precinct 4	32.58%
08	Tax Assessor-Collector	71.13%
13	Exposition Center	0%
16	Veterans Service Office	69.20%
18	Agricultural Extension Service	61.66%
19	County Attorney	46.08%
20	County Clerk	49.32%
21	District Clerk	44.72%
22	Civil Courts	39.35%
23	District Attorney	22.12%
24	Criminal Courts	46.46%
25	Probate Court	27.74%
26	Justice of Peace – Precinct 1	37.02%
27	Justice of Peace – Precinct 2	21.82%
28	Justice of Peace – Precinct 3	23.89%
29	Justice of Peace – Precinct 4	28.04%
30	Justice of Peace – Precinct 5	41.81%
31	Constable - Precinct 1	38.41%
32	Constable - Precinct 2	35.86%
33	Constable - Precinct 3	26.50%
34	Constable - Precinct 4	29.94%
35	Constable - Precinct 5	36.24%
37	Sheriff	18.53%
38	Medical Examiner	55.17%
39	Community Supervision & Corrections	19.91%
40	Counseling and Educational Services	22.59%
42	Pretrial Services	40.50%
43	Juvenile Public Defender	24.90%
45	Juvenile Court	21.87%
47	Emergency Services	88.61%
49	Transportation and Natural Resources	50.36%
54	Civil Service Commission	23.89%
55	Criminal Justice Planning	54.06%
58	Health and Human Services	45.48%
	Composite Travis County Rate	29.68%

V. Central Line Items

Centrally Budgeted Line Items are expenses that are budgeted in one support department instead of being allocated to each user department. The following line items generally are centrally budgeted:

Dept/Div

- 11-41—HRMD Risk Management Ergonomic Improvements
 - #3001—Office Equipment & Supply
 - #3011—Building Maintenance
 - #6033—Medical Services

- 12-30—Information and Telecommunication Systems/Technical Support
 - #5002—Maintenance Agreements
 - #5012—Repairs - Telephone Equipment

- 12-30—Information and Telecommunication Systems/Technical Support
 - #4104—Communication - Trunk Lines

- 12-50—Information and Telecommunication Systems/Network Support
 - #5002—Maintenance Agreements

- 47-05—Emergency Services/Communications
 - #5008—Repairs - Radios

- 15-10—Purchasing
 - #6029—Advertising/Public Notices

- 49-52—Transportation and Natural Resources/County Fleet Maintenance
 - #3023—Fuel, Oil, Lubricants
 - #3021—Repairs - Autos & Trucks

- 57-15—Records Management and Communication Resources/
Copiers/Central Repair
 - #5001—Maintenance Agreements
 - #5005—Repairs - Furniture & Office Equipment
 - #5007—Repairs - Other Equipment
 - #6103—Rent or Lease Equipment (Copiers)

- 57-50—Records Management and Communication Resources/Mail Services
 - #4102—Postage/Freight Out

- 57-70—Records/Consulting
 - #6099—Other Purchased Services

- 90-XX—Centralized Computer Services

- 91-XX—Centralized Rent and Utilities
 - #4801—Utilities
 - #6102—Rent-Land & Buildings

- 92-XX--Centralized Fleet Services

Contact List for Centrally Budgeted Line Items

Type of Expenditure	Department	Contact #
Ergonomic Improvements	HRMD	854-9165
Communications Trunk & Computer Repairs	ITS	854-9666
Radio Repairs	ES	854-4785
Utilities, Rent, and Building Repairs	Facilities Mgt.	854-9661
Public Notice Advertising	Purchasing	854-9700
Vehicle Fuel or Repairs	TNR	854-9383
All Records Management Central Line Items (Paper, General Fund Law Library Services, Printing, Television Services, Records Storage, Records Management Consulting, Imaging Services, and Postage)	RMCR	854-9575

VI. Pay Scale, POPS, TCSO Positions

PG	STEP	1	2	3	4	5	6	7	8	9	10	11	
80	Cadet	hr	16,226.4	16,551.0									
		mo	2,812.58	2,868.84									
		yr	33,750.91	34,426.08									
81	Corrections Officer	hr	18,624.0	19,097.6	19,583.7	20,069.7	20,556.3	21,042.3	21,528.4	22,123.6	22,718.8	23,313.9	23,909.1
		mo	3,228.16	3,310.25	3,394.51	3,478.75	3,563.09	3,647.33	3,731.59	3,834.76	3,937.93	4,041.08	4,144.24
		yr	38,737.92	39,723.01	40,734.10	41,744.98	42,757.10	43,767.98	44,779.07	46,017.09	47,255.10	48,492.91	49,730.93
82	Cert Peace Officer (CPO)	hr	19,741.3										
		mo	3,421.83										
		yr	41,061.90										
83	Sr Corrections Officer	hr	20,243.8	20,758.2	21,286.5	21,814.9	22,343.8	22,872.1	23,400.5	24,047.1	24,694.2	25,341.3	25,988.5
		mo	3,508.93	3,598.09	3,689.66	3,781.25	3,872.93	3,964.50	4,056.09	4,168.16	4,280.33	4,392.49	4,504.67
		yr	42,107.10	43,177.06	44,275.92	45,374.99	46,475.10	47,573.97	48,673.04	50,017.97	51,363.94	52,709.90	54,056.08
72	LE Deputy Sheriff	hr	21,867.8	22,305.3	22,751.4	23,207.7	23,670.7	24,144.2	24,629.9	25,119.7	25,621.6	26,134.1	26,657.2
		mo	3,790.42	3,866.25	3,943.58	4,022.50	4,102.92	4,185.00	4,268.66	4,354.08	4,441.08	4,529.91	4,620.58
		yr	45,485.02	46,395.02	47,322.91	48,269.94	49,235.06	50,219.94	51,223.95	52,248.98	53,292.93	54,358.93	55,446.98
84	Sr CPO	hr		22,130.3	22,693.8	23,257.2	23,820.2	24,383.7	24,947.1	25,637.0	26,326.4	27,016.3	27,706.3
		mo		3,835.92	3,933.59	4,031.25	4,128.84	4,226.51	4,324.16	4,443.75	4,563.24	4,682.83	4,802.43
		yr		46,031.02	47,203.10	48,374.98	49,546.02	50,718.10	51,889.97	53,324.96	54,758.91	56,193.90	57,629.10
74	LE Sr Deputy Sheriff	hr	23,442.3	24,054.8	24,667.3	25,279.3	25,891.8	26,503.8	27,116.3	27,866.3	28,619.9	29,369.9	30,115.4
		mo	4,063.33	4,169.50	4,275.67	4,381.75	4,487.91	4,593.99	4,700.16	4,830.16	4,960.09	5,090.09	5,220.00
		yr	48,759.98	50,033.98	51,307.98	52,580.94	53,854.94	55,127.90	56,401.90	57,961.90	59,521.07	61,081.07	62,640.03
75	LE Detective	hr			31,768.3	32,403.8	33,039.4	33,674.5	34,310.1	34,945.2	35,585.1	35,990.4	36,400.5
		mo			5,506.51	5,616.66	5,726.83	5,836.91	5,947.08	6,057.17	6,168.08	6,238.34	6,309.42
		yr			66,078.06	67,399.90	68,721.95	70,042.96	71,365.01	72,686.02	74,017.01	74,860.03	75,713.04
88	Corrections Sergeant	hr	31,070.2	31,666.8	32,274.5	32,894.2	33,526.0	34,171.2	34,828.8	35,499.0	36,182.2	36,878.4	37,417.3
		mo	5,385.50	5,488.91	5,594.25	5,701.66	5,811.17	5,923.01	6,036.99	6,153.16	6,271.58	6,392.26	6,485.67
		yr	64,626.02	65,866.94	67,130.96	68,419.94	69,734.08	71,076.10	72,443.90	73,837.92	75,258.98	76,707.07	77,827.98
76	LE Sergeant	hr					34,866.8	35,538.0	36,221.1	36,912.2	37,623.9	38,358.3	38,913.9
		mo					6,043.58	6,159.92	6,278.50	6,399.33	6,522.41	6,647.99	6,745.08
		yr					72,522.94	73,919.04	75,341.97	76,791.94	78,268.94	79,775.90	80,940.91
89	Corrections Lieutenant	hr				36,909.1	37,694.7	38,479.8	39,265.4	40,050.5	40,836.1	41,621.2	42,406.3
		mo				6,397.58	6,533.75	6,669.83	6,806.00	6,942.09	7,078.26	7,214.34	7,350.43
		yr				76,770.93	78,404.98	80,037.98	81,672.03	83,305.04	84,939.09	86,572.10	88,205.10
77	LE Lieutenant	hr							41,228.4	42,022.1	42,830.8	43,654.8	44,495.2
		mo							7,146.26	7,283.83	7,424.01	7,566.83	7,712.50
		yr							85,755.07	87,405.97	89,088.06	90,801.98	92,550.02

PG	STEP	12	13	14	15	16	17	18	19	20	21	
81	Corrections Officer	hr	24,504.3	25,100.0	25,695.2	25,695.2	25,695.2	25,695.2	25,695.2	25,695.2	25,695.2	25,695.2
		mo	4,247.41	4,350.67	4,453.84	4,453.84	4,453.84	4,453.84	4,453.84	4,453.84	4,453.84	4,453.84
		yr	50,968.94	52,208.00	53,446.02	53,446.02	53,446.02	53,446.02	53,446.02	53,446.02	53,446.02	53,446.02
82	Cert Peace Officer (CPO)	hr										
		mo										
		yr										
83	Sr Corrections Officer	hr	26,635.6	27,282.2	27,929.3	27,929.3	27,929.3	27,929.3	27,929.3	27,929.3	27,929.3	27,929.3
		mo	4,616.84	4,728.92	4,841.08	4,841.08	4,841.08	4,841.08	4,841.08	4,841.08	4,841.08	4,841.08
		yr	55,402.05	56,746.98	58,092.94	58,092.94	58,092.94	58,092.94	58,092.94	58,092.94	58,092.94	58,092.94
72	LE Deputy Sheriff	hr	27,189.9	27,734.1	28,288.5	28,288.5	28,288.5	28,288.5	28,288.5	28,288.5	28,288.5	28,288.5
		mo	4,712.92	4,807.24	4,903.34	4,903.34	4,903.34	4,903.34	4,903.34	4,903.34	4,903.34	4,903.34
		yr	56,554.99	57,686.93	58,840.08	58,840.08	58,840.08	58,840.08	58,840.08	58,840.08	58,840.08	58,840.08
84	Sr CPO	hr	28,396.2	29,085.6	29,775.5	29,775.5	29,775.5	29,775.5	29,775.5	29,775.5	29,775.5	29,775.5
		mo	4,922.01	5,041.50	5,161.09	5,161.09	5,161.09	5,161.09	5,161.09	5,161.09	5,161.09	5,161.09
		yr	59,064.10	60,498.05	61,933.04	61,933.04	61,933.04	61,933.04	61,933.04	61,933.04	61,933.04	61,933.04
74	LE Sr Deputy Sheriff	hr	30,865.4	31,614.9	32,364.9	32,364.9	32,364.9	32,364.9	32,364.9	32,364.9	32,364.9	32,364.9
		mo	5,350.00	5,479.92	5,609.92	5,609.92	5,609.92	5,609.92	5,609.92	5,609.92	5,609.92	5,609.92
		yr	64,200.03	65,758.99	67,318.99	67,318.99	67,318.99	67,318.99	67,318.99	67,318.99	67,318.99	67,318.99
75	LE Detective	hr	36,815.4	37,468.8	38,121.6	38,121.6	38,121.6	38,121.6	38,121.6	38,121.6	38,121.6	38,121.6
		mo	6,381.34	6,494.59	6,607.74	6,607.74	6,607.74	6,607.74	6,607.74	6,607.74	6,607.74	6,607.74
		yr	76,576.03	77,935.10	79,292.93	79,292.93	79,292.93	79,292.93	79,292.93	79,292.93	79,292.93	79,292.93
88	Corrections Sergeant	hr	37,963.9	38,518.3	39,081.3	39,651.9	40,231.3	40,231.3	40,231.3	40,231.3	40,231.3	40,231.3
		mo	6,580.41	6,676.51	6,774.09	6,873.00	6,973.43	6,973.43	6,973.43	6,973.43	6,973.43	6,973.43
		yr	78,964.91	80,118.06	81,289.10	82,475.95	83,681.10	83,681.10	83,681.10	83,681.10	83,681.10	83,681.10
76	LE Sergeant	hr	39,482.2	40,059.1	40,644.2	41,238.0	41,840.4	41,840.4	41,840.4	41,840.4	41,840.4	41,840.4
		mo	6,843.58	6,943.58	7,045.00	7,147.92	7,252.34	7,252.34	7,252.34	7,252.34	7,252.34	7,252.34
		yr	82,122.98	83,322.93	84,539.94	85,775.04	87,028.03	87,028.03	87,028.03	87,028.03	87,028.03	87,028.03
89	Corrections Lieutenant	hr	43,191.8	43,950.0	44,721.6	45,506.7	46,305.3	47,118.3	47,118.3	47,118.3	47,118.3	47,118.3
		mo	7,486.58	7,618.00	7,751.74	7,887.83	8,026.25	8,167.17	8,167.17	8,167.17	8,167.17	8,167.17
		yr	89,838.94	91,416.00	93,020.93	94,653.94	96,315.02	98,006.06	98,006.06	98,006.06	98,006.06	98,006.06
77	LE Lieutenant	hr	45,351.4	46,147.6	46,957.7	47,781.7	48,620.7	49,474.0	49,474.0	49,474.0	49,474.0	49,474.0
		mo	7,860.91	7,998.92	8,139.34	8,282.16	8,427.59	8,575.49	8,575.49	8,575.49	8,575.49	8,575.49
		yr	94,330.91	95,987.01	97,672.02	99,385.94	101,131.06	102,905.92	102,905.92	102,905.92	102,905.92	102,905.92

EMPLOYEES WHO ARE IN POSITIONS SUBJECT TO TCSO POPS THE FOLLOWING APPLIES MONTHLY:				
CERTIFIED FTO:	\$125	BI-LINGUAL SKILLS TEST:	\$125	TCLEOSE LICENSE:
		SPANISH, VIETNAMESE		INTERMEDIATE
		AMERICAN SIGN LANGUAGE		ADVANCED
				MASTERS

Pay Scale, POPS, Non-TCSO Positions

PG	STEP	1	2	3	4	5	6	7	8	9	10	11	
60	Park Ranger	hr	20.7744	21.1900	21.6138	22.0464	22.4872	22.9370	23.3956	23.8637	24.3405	24.8274	25.3243
	mo	3,600.90	3,672.93	3,746.39	3,821.38	3,897.78	3,975.75	4,055.24	4,136.38	4,219.02	4,303.42	4,389.55	4,477.27
	yr	43,210.75	44,075.20	44,956.70	45,856.51	46,773.38	47,708.96	48,662.85	49,636.50	50,628.24	51,640.99	52,674.54	53,727.23
61	Deputy Constable	hr	20.7744	21.1900	21.6138	22.0464	22.4872	22.9370	23.3956	23.8637	24.3405	24.8274	25.3243
	mo	3,600.90	3,672.93	3,746.39	3,821.38	3,897.78	3,975.75	4,055.24	4,136.38	4,219.02	4,303.42	4,389.55	4,477.27
	yr	43,210.75	44,075.20	44,956.70	45,856.51	46,773.38	47,708.96	48,662.85	49,636.50	50,628.24	51,640.99	52,674.54	53,727.23
62	Park Ranger Supervisor	hr	25.9693	26.4993	27.0401	27.5919	28.1550	28.6969	29.2494	29.8122	30.3856	30.9707	31.4230
	mo	4,501.35	4,593.21	4,686.95	4,782.60	4,880.20	4,974.13	5,069.90	5,167.45	5,266.84	5,368.26	5,472.01	5,576.55
	yr	54,016.14	55,118.54	56,243.41	57,391.15	58,562.40	59,689.55	60,838.75	62,009.38	63,202.05	64,419.06	65,659.84	66,924.43
63	Deputy Constable Sr Park Ranger Sr	hr	22.2702	22.8521	23.4339	24.0153	24.5972	25.1786	25.7605	26.4730	27.1851	27.8976	28.6096
	mo	3,860.17	3,961.03	4,061.88	4,162.65	4,263.52	4,364.29	4,465.15	4,568.65	4,712.08	4,835.58	4,959.00	5,082.43
	yr	46,322.02	47,532.37	48,742.51	49,951.82	51,162.18	52,371.49	53,581.84	55,063.84	56,545.01	58,027.01	59,509.07	60,991.13
64	Constable Sergeant	hr	30.5521	31.1756	31.8118	32.4610	33.1235	33.7611	34.4110	35.0732	35.7478	36.4361	36.9682
	mo	5,295.70	5,403.77	5,514.05	5,626.57	5,741.41	5,851.92	5,964.57	6,079.36	6,196.29	6,315.59	6,437.82	6,561.55
	yr	63,548.37	64,845.25	66,168.54	67,518.88	68,896.88	70,223.09	71,574.88	72,952.26	74,355.42	75,787.09	76,893.86	78,024.43
65	Chief Park Ranger	hr	30.5521	31.1756	31.8118	32.4610	33.1235	33.7611	34.4110	35.0732	35.7478	36.4361	36.9682
	mo	5,295.70	5,403.77	5,514.05	5,626.57	5,741.41	5,851.92	5,964.57	6,079.36	6,196.29	6,315.59	6,437.82	6,561.55
	yr	63,548.37	64,845.25	66,168.54	67,518.88	68,896.88	70,223.09	71,574.88	72,952.26	74,355.42	75,787.09	76,893.86	78,024.43
66	Chief Dep Constable	hr	34.6958	35.4039	36.1264	36.8637	37.6160	38.3837	39.1670	39.9210	40.6893	41.4721	42.2704
	mo	6,013.94	6,136.68	6,261.91	6,389.71	6,520.11	6,653.18	6,788.95	6,919.64	7,052.81	7,188.50	7,326.87	7,467.36
	yr	72,167.26	73,640.11	75,142.91	76,676.50	78,241.28	79,838.10	81,467.36	83,035.68	84,633.74	86,261.97	87,922.43	89,614.30
67	Investigator	hr	30.5102	31.1329	31.7683	32.4038	33.0394	33.6745	34.3101	34.9452	35.5851	35.9904	36.4005
	mo	5,288.44	5,396.37	5,506.51	5,616.66	5,726.83	5,836.91	5,947.08	6,057.17	6,168.08	6,238.34	6,309.42	6,381.13
	yr	63,461.22	64,756.43	66,078.06	67,399.90	68,721.95	70,042.96	71,365.01	72,686.02	74,017.01	74,860.03	75,713.04	76,576.05
68	Chief Dep Const., Pct 5	hr	38.1653	38.9442	39.7390	40.5500	41.3776	42.2220	43.0837	43.9131	44.7582	45.6193	46.4974
	mo	6,615.32	6,750.33	6,888.09	7,028.67	7,172.12	7,318.48	7,467.84	7,611.60	7,758.09	7,907.35	8,059.55	8,214.65
	yr	79,383.82	81,003.94	82,657.12	84,344.00	86,065.41	87,821.76	89,614.10	91,339.25	93,097.06	94,888.14	96,714.59	98,575.78
69	Investigations Lieutenant	hr	34.6958	35.4039	36.1264	36.8637	37.6160	38.3837	39.1670	39.9210	40.6893	41.4721	42.2704
	mo	6,013.94	6,136.68	6,261.91	6,389.71	6,520.11	6,653.18	6,788.95	6,919.64	7,052.81	7,188.50	7,326.87	7,467.36
	yr	72,167.26	73,640.11	75,142.91	76,676.50	78,241.28	79,838.10	81,467.36	83,035.68	84,633.74	86,261.97	87,922.43	89,614.30

PG	STEP	12	13	14	15	16	17	18	19	20	21	
60	Park Ranger	hr	25.8304	26.3474	26.8741	26.8741	26.8741	26.8741	26.8741	26.8741	26.8741	26.8741
	mo	4,477.27	4,566.88	4,658.18	4,658.18	4,658.18	4,658.18	4,658.18	4,658.18	4,658.18	4,658.18	4,658.18
	yr	53,727.23	54,802.59	55,898.13	55,898.13	55,898.13	55,898.13	55,898.13	55,898.13	55,898.13	55,898.13	55,898.13
61	Deputy Constable	hr	25.8304	26.3474	26.8741	26.8741	26.8741	26.8741	26.8741	26.8741	26.8741	26.8741
	mo	4,477.27	4,566.88	4,658.18	4,658.18	4,658.18	4,658.18	4,658.18	4,658.18	4,658.18	4,658.18	4,658.18
	yr	53,727.23	54,802.59	55,898.13	55,898.13	55,898.13	55,898.13	55,898.13	55,898.13	55,898.13	55,898.13	55,898.13
62	Park Ranger Supervisor	hr	31.8819	32.3477	32.8202	33.2997	33.7861	33.7861	33.7861	33.7861	33.7861	33.7861
	mo	5,526.20	5,606.94	5,688.84	5,771.95	5,856.26	5,856.26	5,856.26	5,856.26	5,856.26	5,856.26	5,856.26
	yr	66,314.35	67,283.22	68,266.02	69,263.38	70,275.09	70,275.09	70,275.09	70,275.09	70,275.09	70,275.09	70,275.09
63	Deputy Constable Sr Park Ranger Sr	hr	29.3221	30.0342	30.7467	30.7467	30.7467	30.7467	30.7467	30.7467	30.7467	30.7467
	mo	5,082.50	5,205.93	5,329.43	5,329.43	5,329.43	5,329.43	5,329.43	5,329.43	5,329.43	5,329.43	5,329.43
	yr	60,989.97	62,471.14	63,953.14	63,953.14	63,953.14	63,953.14	63,953.14	63,953.14	63,953.14	63,953.14	63,953.14
64	Constable Sergeant	hr	37.5081	38.0561	38.6120	39.1761	39.7484	39.7484	39.7484	39.7484	39.7484	39.7484
	mo	6,501.40	6,596.39	6,692.75	6,790.52	6,889.72	6,889.72	6,889.72	6,889.72	6,889.72	6,889.72	6,889.72
	yr	78,016.85	79,156.69	80,312.96	81,486.29	82,676.67	82,676.67	82,676.67	82,676.67	82,676.67	82,676.67	82,676.67
65	Chief Park Ranger	hr	37.5081	38.0561	38.6120	39.1761	39.7484	39.7484	39.7484	39.7484	39.7484	39.7484
	mo	6,501.40	6,596.39	6,692.75	6,790.52	6,889.72	6,889.72	6,889.72	6,889.72	6,889.72	6,889.72	6,889.72
	yr	78,016.85	79,156.69	80,312.96	81,486.29	82,676.67	82,676.67	82,676.67	82,676.67	82,676.67	82,676.67	82,676.67
66	Chief Dep Constable	hr	43.0838	43.8402	44.6098	45.3926	46.1897	47.0003	47.0003	47.0003	47.0003	47.0003
	mo	7,467.86	7,598.97	7,732.37	7,868.05	8,006.22	8,146.72	8,146.72	8,146.72	8,146.72	8,146.72	8,146.72
	yr	89,614.30	91,187.62	92,788.38	94,416.61	96,074.58	97,760.62	97,760.62	97,760.62	97,760.62	97,760.62	97,760.62
67	Investigator	hr	36.8154	37.4688	38.1216	38.1216	38.1216	38.1216	38.1216	38.1216	38.1216	38.1216
	mo	6,381.34	6,494.59	6,607.74	6,607.74	6,607.74	6,607.74	6,607.74	6,607.74	6,607.74	6,607.74	6,607.74
	yr	76,576.03	77,935.10	79,292.93	79,292.93	79,292.93	79,292.93	79,292.93	79,292.93	79,292.93	79,292.93	79,292.93
68	Chief Dep Const., Pct 5	hr	47.3922	48.2242	49.0708	49.9319	50.8087	51.7003	51.7003	51.7003	51.7003	51.7003
	mo	8,214.65	8,358.86	8,505.61	8,654.86	8,806.84	8,961.39	8,961.39	8,961.39	8,961.39	8,961.39	8,961.39
	yr	98,575.78	100,306.34	102,067.26	103,858.35	105,674.58	107,536.62	107,536.62	107,536.62	107,536.62	107,536.62	107,536.62
69	Investigations Lieutenant	hr	43.0838	43.8402	44.6098	45.3926	46.1897	47.0003	47.0003	47.0003	47.0003	47.0003
	mo	7,467.86	7,598.97	7,732.37	7,868.05	8,006.22	8,146.72	8,146.72	8,146.72	8,146.72	8,146.72	8,146.72
	yr	89,614.30	91,187.62	92,788.38	94,416.61	96,074.58	97,760.62	97,760.62	97,760.62	97,760.62	97,760.62	97,760.62

EMPLOYEES WHO ARE IN POSITIONS SUBJECT TO NON-TCSO POPS THE FOLLOWING APPLIES MONTHLY:				
CERTIFIED FTO:	\$125	BI-LINGUAL SKILLS TEST:	\$125	TCLOSE LICENSE:
CONSTABLES CPP:	\$125	SPANISH		INTERMEDIATE
PARK RANGERS EMT	\$125	AMERICAN SIGN LANGUAGE		ADVANCED
		VIETNAMESE		MASTERS
				\$50
				\$100
				\$150

VII. Pay Scale, Non POPS

Pay Grd	Pay Rate	Hiring Levels									Midpoint	10% Above Midpoint	Maximum	Range Width	Pay Grd Diff
		Minimum	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7						
1-3	Retired	Note: Travis County Livable Wage for Regular Employees is \$11.00/hr. (\$7.73 for Temporary Employees)													
4	Hrly	\$7.7250	\$7.9600	\$8.1900	\$8.4200	\$8.6500					\$9.2700	\$10.1970	\$10.8150		
	Yrly	\$16,068.00	\$16,556.80	\$17,035.20	\$17,513.60	\$17,992.00					\$19,281.60	\$21,209.76	\$22,495.20	40%	
5	Hrly	\$8.2504	\$8.5000	\$8.7500	\$8.9900	\$9.2400	\$9.4900				\$9.9005	\$10.8906	\$11.5505		
	Yrly	\$17,160.83	\$17,680.00	\$18,200.00	\$18,699.20	\$19,219.20	\$19,739.20				\$20,593.04	\$22,652.45	\$24,025.04	40%	7%
6	Hrly	\$8.8273	\$9.0900	\$9.3600	\$9.6200	\$9.8900	\$10.1500				\$10.5927	\$11.6520	\$12.3582		
	Yrly	\$18,360.78	\$18,907.20	\$19,468.80	\$20,009.60	\$20,571.20	\$21,112.00				\$22,032.82	\$24,236.16	\$25,705.06	40%	7%
7	Hrly	\$9.4453	\$9.7300	\$10.0100	\$10.3000	\$10.5800	\$10.8600				\$11.5705	\$12.7276	\$13.6957		
	Yrly	\$19,646.22	\$20,238.40	\$20,820.80	\$21,424.00	\$22,006.40	\$22,588.80				\$24,066.64	\$26,473.41	\$28,487.06	45%	9%
8	Hrly	\$10.1044	\$10.4100	\$10.7100	\$11.0100	\$11.3200	\$11.6200				\$12.3779	\$13.6157	\$14.6514		
	Yrly	\$21,017.15	\$21,652.80	\$22,276.80	\$22,900.80	\$23,545.60	\$24,169.60				\$25,746.03	\$28,320.66	\$30,474.91	45%	7%
9	Hrly	\$10.815	\$11.140	\$11.460	\$11.790	\$12.110	\$12.440				\$13.248	\$14.573	\$15.682		
	Yrly	\$22,495.20	\$23,171.20	\$23,836.80	\$24,523.20	\$25,188.80	\$25,875.20				\$27,556.67	\$30,312.26	\$32,618.14	45%	7%
10	Hrly	\$11.5767	\$11.9200	\$12.2700	\$12.6200	\$12.9700	\$13.3100	\$13.6600			\$14.1824	\$15.6006	\$16.7872		
	Yrly	\$24,079.54	\$24,793.60	\$25,521.60	\$26,249.60	\$26,977.60	\$27,684.80	\$28,412.80			\$29,499.39	\$32,449.25	\$34,917.38	45%	7%
11	Hrly	\$12.3909	\$12.7600	\$13.1300	\$13.5100	\$13.8800	\$14.2500	\$14.6200			\$15.1786	\$16.6965	\$17.9663		
	Yrly	\$25,773.07	\$26,540.80	\$27,310.40	\$28,100.80	\$28,870.40	\$29,640.00	\$30,409.60			\$31,571.49	\$34,728.72	\$37,369.90	45%	7%
12	Hrly	\$13.2563	\$13.6500	\$14.0500	\$14.4500	\$14.8500	\$15.2400	\$15.6400			\$16.2394	\$17.8633	\$19.2216		
	Yrly	\$27,573.10	\$28,392.00	\$29,224.00	\$30,056.00	\$30,888.00	\$31,699.20	\$32,531.20			\$33,777.95	\$37,155.66	\$39,980.93	45%	7%
13	Hrly	\$14.1833	\$14.6100	\$15.0300	\$15.4600	\$15.8900	\$16.3100	\$16.7400			\$17.3745	\$19.1120	\$20.5658		
	Yrly	\$29,501.26	\$30,388.80	\$31,262.40	\$32,156.80	\$33,051.20	\$33,924.80	\$34,819.20			\$36,138.96	\$39,752.96	\$42,776.86	45%	7%
14	Hrly	\$15.1714	\$15.6300	\$16.0800	\$16.5400	\$16.9900	\$17.4500	\$17.9000			\$18.5852	\$20.4437	\$21.9990		
	Yrly	\$31,556.51	\$32,510.40	\$33,446.40	\$34,403.20	\$35,339.20	\$36,296.00	\$37,232.00			\$38,657.22	\$42,522.90	\$45,757.92	45%	7%
15	Hrly	\$16.2329	\$16.7200	\$17.2100	\$17.6900	\$18.1800	\$18.6700	\$19.1500			\$20.2911	\$22.3202	\$24.3493		
	Yrly	\$33,764.43	\$34,777.60	\$35,796.80	\$36,795.20	\$37,814.40	\$38,833.60	\$39,832.00			\$42,205.49	\$46,426.02	\$50,646.54	50%	9%
16	Hrly	\$17.3659	\$17.8900	\$18.4100	\$18.9300	\$19.4500	\$19.9700	\$20.4900			\$21.7074	\$23.8781	\$26.0488		
	Yrly	\$36,121.07	\$37,211.20	\$38,292.80	\$39,374.40	\$40,456.00	\$41,537.60	\$42,619.20			\$45,151.39	\$49,666.45	\$54,181.50	50%	7%
17	Hrly	\$18.5812	\$19.1400	\$19.7000	\$20.2500	\$20.8100	\$21.3700	\$21.9300			\$23.2265	\$25.5492	\$27.8718		
	Yrly	\$38,648.90	\$39,811.20	\$40,976.00	\$42,120.00	\$43,284.80	\$44,449.60	\$45,614.40			\$48,311.12	\$53,142.34	\$57,973.34	50%	7%
18	Hrly	\$19.8790	\$20.4800	\$21.0700	\$21.6700	\$22.2600	\$22.8600	\$23.4600			\$24.8488	\$27.3337	\$29.8185		
	Yrly	\$41,348.32	\$42,598.40	\$43,825.60	\$45,073.60	\$46,300.80	\$47,548.80	\$48,796.80			\$51,685.50	\$56,854.10	\$62,022.48	50%	7%
19	Hrly	\$21.2695	\$21.9100	\$22.5500	\$23.1800	\$23.8200	\$24.4600	\$25.1000			\$26.5869	\$29.2456	\$31.9043		
	Yrly	\$44,240.56	\$45,572.80	\$46,904.00	\$48,214.40	\$49,545.60	\$50,876.80	\$52,208.00			\$55,300.75	\$60,830.85	\$66,360.94	50%	7%
20	Hrly	\$22.7630	\$23.4500	\$24.1300	\$24.8100	\$25.4900	\$26.1800	\$26.8600	\$27.5400		\$28.4538	\$31.2992	\$34.1445		
	Yrly	\$47,347.04	\$48,776.00	\$50,190.40	\$51,604.80	\$53,019.20	\$54,454.40	\$55,868.80	\$57,283.20		\$59,183.90	\$65,102.34	\$71,020.56	50%	7%
21	Hrly	\$24.3595	\$25.0900	\$25.8200	\$26.5500	\$27.2800	\$28.0100	\$28.7400	\$29.4700		\$30.4494	\$33.4943	\$36.5393		
	Yrly	\$50,667.76	\$52,187.20	\$53,705.60	\$55,224.00	\$56,742.40	\$58,260.80	\$59,779.20	\$61,297.60		\$63,334.75	\$69,668.14	\$76,001.74	50%	7%
22	Hrly	\$26.0689	\$26.8500	\$27.6300	\$28.4200	\$29.2000	\$29.9800	\$30.7600	\$31.5400		\$32.5861	\$35.8447	\$39.1034		
	Yrly	\$54,223.31	\$55,848.00	\$57,470.40	\$59,113.60	\$60,736.00	\$62,358.40	\$63,980.80	\$65,603.20		\$67,779.09	\$74,556.98	\$81,335.07	50%	7%
23	Hrly	\$27.8924	\$28.7300	\$29.5700	\$30.4000	\$31.2400	\$32.0800	\$32.9100	\$33.7500		\$36.2599	\$39.8859	\$44.6274		
	Yrly	\$58,016.19	\$59,758.40	\$61,505.60	\$63,232.00	\$64,979.20	\$66,726.40	\$68,452.80	\$70,200.00		\$75,420.59	\$82,962.67	\$92,824.99	60%	11%
24	Hrly	\$29.8492	\$30.7400	\$31.6400	\$32.5400	\$33.4300	\$34.3300	\$35.2200	\$36.1200		\$38.8040	\$42.6844	\$47.5787		
	Yrly	\$62,086.34	\$63,939.20	\$65,811.20	\$67,683.20	\$69,534.40	\$71,406.40	\$73,257.60	\$75,129.60		\$80,712.32	\$88,783.55	\$99,338.10	60%	7%
25	Hrly	\$31.9399	\$32.9000	\$33.8600	\$34.8100	\$35.7700	\$36.7300	\$37.6900	\$38.6500		\$41.5219	\$45.6741	\$51.1038		
	Yrly	\$66,434.99	\$68,432.00	\$70,428.80	\$72,404.80	\$74,401.60	\$76,398.40	\$78,395.20	\$80,392.00		\$86,365.55	\$95,002.13	\$106,295.90	60%	7%
26	Hrly	\$34.1752	\$35.2000	\$36.2300	\$37.2500	\$38.2800	\$39.3000	\$40.3300	\$41.3500		\$44.4278	\$48.8706	\$54.6803		
	Yrly	\$71,084.42	\$73,216.00	\$75,358.40	\$77,480.00	\$79,622.40	\$81,744.00	\$83,886.40	\$86,008.00		\$92,409.82	\$101,650.85	\$113,735.02	60%	7%
27	Hrly	\$36.5650	\$37.6600	\$38.7600	\$39.8600	\$40.9500	\$42.0500	\$43.1500	\$44.2400		\$47.5345	\$52.2880	\$58.5040		
	Yrly	\$76,055.20	\$78,332.80	\$80,620.80	\$82,908.80	\$85,176.00	\$87,464.00	\$89,752.00	\$92,019.20		\$98,871.76	\$108,759.04	\$121,688.32	60%	7%
28	Hrly	\$39.1297	\$40.3000	\$41.4800	\$42.6500	\$43.8300	\$45.0000	\$46.1700	\$47.3500		\$50.8686	\$55.9555	\$62.6075		
	Yrly	\$81,389.78	\$83,824.00	\$86,278.40	\$88,712.00	\$91,166.40	\$93,600.00	\$96,033.60	\$98,488.00		\$105,806.69	\$116,387.44	\$130,223.60	60%	7%
29	Hrly	\$41.8695	\$43.1300	\$44.3800	\$45.6400	\$46.8900	\$48.1500	\$49.4100	\$50.6600		\$54.4303	\$59.8733	\$66.9912		
	Yrly	\$87,088.56	\$89,710.40	\$92,310.40	\$94,931.20	\$97,531.20	\$100,152.00	\$102,772.80	\$105,372.80		\$113,215.02	\$124,536.46	\$139,341.70	60%	7%
30	Hrly	\$44.8050	\$46.1500	\$47.4900	\$48.8400	\$50.1800	\$51.5300	\$52.8700	\$54.2100		\$58.2465	\$64.0712	\$71.6880		
	Yrly	\$93,194.40	\$95,992.00	\$98,779.20	\$101,587.20	\$104,374.40	\$107,182.40	\$109,969.60	\$112,756.80		\$121,152.72	\$133,268.10	\$149,111.04	60%	7%
31	Hrly	\$47.9465	\$49.3800	\$50.8200	\$52.2600	\$53.7000	\$55.1400	\$56.5800	\$58.0200		\$62.3304	\$68.5634	\$76.7144		
	Yrly	\$99,728.72	\$102,710.40	\$105,705.60	\$108,700.80	\$111,696.00	\$114,691.20	\$117,686.40	\$120,681.60		\$129,647.23	\$142,611.87	\$159,565.95	60%	7%
32	Hrly	\$51.3043	\$52.8400	\$54.3800	\$55.9200	\$57.4600	\$59.0000	\$60.5400	\$62.0800		\$66.6956	\$73.3652	\$82.0869		
	Yrly	\$106,712.94	\$109,907.20	\$113,110.40	\$116,313.60	\$119,516.80	\$122,720.00	\$125,923.20	\$129,126.40		\$138,726.85	\$152,599.62	\$170,740.75	60%	7%

VIII. Brief Guide to Performance Measurement

Performance measurement involves the regular collection of specific information regarding the results of County services. It includes the measurement of the kind of job we are doing, and addresses the effect our efforts are having in our community. A performance measurement system links a department's or agency's mission, goals, objectives and indicators. Performance measurement is used as a management tool:

- To achieve greater organizational performance
- To establish expectations and communicate results
- To evaluate whether goals and objectives are being met
- To measure work efforts and accomplishments
- To establish a link between program performance and resource allocation

In general, a good performance measurement system should be able to provide answers to the following questions.

- What was achieved?
- How efficiently was the work done?
- How were citizens helped by the effort?

Measurement Criteria

Please keep in mind that when developing your own measures they should satisfy the following criteria. They should be:

Valid -- Captures the information intended.

Reliable -- Data required can be replicated (verifiable) and is not susceptible to manipulation.

Relevant -- Relates to objectives. The measures should be significant and beneficial to the office or department, Commissioners Court, public, etc...

Timely -- Timely measurements are reported on a recurring basis, as soon as possible after the events being measured, and provide the background data to easily trace the sources of the measurement.

Focused on controllable facets of performance -- Look for measures that are under your influence.

Comprehensive -- Incorporates significant aspects of the office's operations.

Non-redundant -- Should avoid measuring an impact sufficiently captured by other measures.

Sensitive to data collection cost -- Justifies the cost of collecting and retaining data.

Clearly defined -- Should have clear documented meaning that can be uniformly understood and interpreted.

Indicator Terminology

There are four major types of indicators used for performance measurement: **input**, **output**, **efficiency**, and **outcome**. Each of these types of indicators can be used to illustrate the various aspects of services and programs provided by Travis County. While each of these performance indicators is an important component of performance measurement, outcome indicators focus on the ultimate “why” Travis County provides a particular service, and therefore can offer the most value. The following is a brief description of each indicator with some examples from Fairfax County, Virginia, a leader in performance measurement for county government. The suggested measures below could likely be improved with your department’s expertise. Your assigned PBO Analyst welcomes the opportunity to work with you on this topic.

- An **input** indicator is designed to “report the amount of resources, either financial or other (especially personnel), that have been used for a specific service or program.” *Basic examples of this type include **dollars budgeted or staff hours used for a service.***
- An **output** indicator is used to determine the quantity or number of units that an activity produces or service provides. *Basic examples of this type of measure include **number of detention bed days provided or number of fire incidents responded to.***
- An **efficiency** indicator is used to determine the ratio between the amount of the output produced and the amount of input it took to produce it. *Basic examples of this type of measure include **cost per juvenile bed day or cost per fire response incident.***
- An **outcome** indicator is used to determine how well the service provided accomplishes the intended purpose. It is a quantifiable indicator of the benefit of the service or action. However, it should be noted that external forces can sometimes limit managerial control over an intended outcome. *Examples of this type of measure include **percent of juveniles not reconvicted within 12 months or fire deaths per 100,000 population.***

Looking at each of these types of indicators for a particular service or action can provide a much broader picture for determining whether a service or action is achieving its intended goal.

Basic Methodology to Develop Performance Measures

There are four basic steps in the development of performance measures.

Step 1. Review your mission and goals.

Goals give more specific direction on how an organization will achieve its mission. A goal statement should usually begin with “to” followed by a verb, say what the agency does, identify who will receive the service, and be associated with an outcome indicator (statement of accomplishment). An example of a goal statement is:

To provide children, adults, and families in the Fairfax County community with social, rehabilitative, and correctional programs and services that meet Department of Juvenile Justice minimum service standards and statutory and judicial requirements.

Step 2. Define your objectives.

Objectives are outcome-based statements of what will be accomplished. Ideally, an objective should demonstrate progress toward reaching an organization’s goal. An objective should support your goal, show a benefit, and be quantifiable. An example of an objective is:

To increase the number of Juvenile Detention residents with no subsequent criminal petitions within 12 months of case closing.

Step 3. Select your indicators.

Use at least one input, output, efficiency, and outcome indicator for each objective. There is a performance measurement worksheet on page 5 that can be used to develop each indicator. Here are two examples from Fairfax County, Virginia:

Area	Goal	Objective	Input	Output	Efficiency	Outcome
Juvenile Justice	To provide children, adults, and families in the Fairfax County community with social, rehabilitative, and correctional programs and services that meet Department of Juvenile Justice minimum service standards and statutory and judicial requirements	To increase the number of Juvenile Detention residents with no subsequent criminal petitions within 12 months of case closing.	Budget for service or number of staff	Number of detention bed days provided	Cost per bed day	Percent of discharged youth with no new delinquent petitions for one year
Fire Suppression	To prevent fires and release of hazardous materials, loss of life or injury, property loss and hazardous conditions, and to limit the consequences when fire or hazardous materials releases do occur within Fairfax County to ensure public safety, public health and economic growth.	To minimize property damage due to fire loss, while also striving to minimize fire deaths and injuries	Budget for service or number of staff	Number of fire incidents responded to	Cost per incident	Fire deaths per 100,000 population Fire injuries per 100,000 population

Step 4. Implement your system.

The management of a performance measurement system involves collecting, reporting, and monitoring your indicators. This will help you to identify if you are reaching your program's goals and if adjustments are needed.

In closing, this document was intended to provide a brief introduction to performance measurement and its importance. Please note that the performance of a particular service or program should not be judged on any one measure nor is there always only one ideal outcome. Instead the ultimate "end" often includes competing goals, such as quantity vs. quality with the more important of the two not always clear. Given that our work makes a difference in our community, it should be measured and communicated. We hope that the information provided through performance measurement will assist Travis County in providing efficient and effective services and programs.

The resources used to create this document are cited below. There are numerous additional resources available on this subject. Please contact your Planning and Budget Analyst if you have any questions, wish assistance to further develop and refine your performance measures, or would like additional research material on this topic.

RESOURCES

Fairfax County, Virginia. **A Manual for Performance Measurement.**
http://www.co.fairfax.va.us/gov/omb/Basic_Manual.pdf

Fairfax County, Virginia. **Manual for Data Collection for Performance Measurement.**
http://www.co.fairfax.va.us/gov/omb/Data_Collection_Manual.pdf

Fairfax County, Virginia. **“Performance Measurement Training Slideshow.”**
http://www.co.fairfax.va.us/gov/omb/training_slides/Agency_2003.pdf

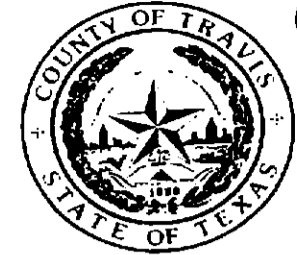
Government Finance Officers Association (GFOA). **Performance Management: Using Performance Measurement for Decision Making (2002) – Updated Performance Measures (1994).** <http://www.gfoa.org/services/rp/budget/budget-performance-management.pdf>

State Auditor’s Office. **Guide To Performance Management (2000 Edition)**
<http://www.sao.state.tx.us/Resources/Manuals/prfmguide/guide2000.pdf>

6

PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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08 SEP 11 PM 4:28



314 W. 11th Street
P.O. Box 1748
Austin, Texas 78767

**BACK-UP TO CONTINUATION OF BUDGET MARK-UP
ON SEPTEMBER 16th AGENDA**

MEMORANDUM #1

TO: Members of Commissioners Court

FROM: Diana Ramirez, Sr. Budget Analyst

Diana Ramirez

DATE: September 9, 2008

SUBJECT: Using Existing Certificates of Obligation for FY 09 Capital Items/Projects

PBO has completed its annual Certificate of Obligation (CO) "scrubbing" process and has identified \$2,682,565 from existing COs that can be used to fund FY 09 capital equipment and projects already approved by Commissioners Court. This exercise is conducted at the very end of the fiscal year to maximize the accuracy and appropriateness of using bond funds for other legal purposes. After the end of the fiscal year, PBO will review the actual balances in the CO funds as provided by the County Auditor's Office to budget these balances as well as the recommendations made to Court regarding added projects. PBO will alert the Court in late October if these recommendations are not viable due to unexpected revenue and expenditure changes that may occur between now and the closing of the fiscal year books. In such an event, PBO will review funding sources and may recommend that the capital project/item be funded from the CAR Reserve, if appropriate.

PBO's scrubbing recommendations have been reviewed by the County Attorney's Office. PBO has also forwarded these very routine recommendations to the County Auditor's Office for review. PBO will alert the Court in the coming days if any issues arise on the recommendations.

Attached are tables with PBO's recommendations. These recommendations total \$2,682,565 and are summarized below. The total amount is related to currently funded CO projects.

- \$1,089,265 for the final year of funding for the TCCC Jail – Building 12 Construction project. This project is recommended for funding in Fund 509 that was issued in the summer of 2007 specifically for the TCCC Jail – Building 12 Construction project.
- \$820,800 for 24 Sheriff's patrol vehicles recommended for funding in several existing CO funds.
- \$52,500 for a tractor with a shredder for FMD (budgeted centrally in TNR) recommended for budgeting in Fund 454.

- \$70,000 for computer equipment for ITS that is recommended to be budgeted in Fund 458.
- \$350,000 for the HMAC program in TNR that is recommended in Fund 405.
- \$300,000 for the Frate Barker Rd. Phase I (Match) project in TNR that is recommended in Fund 510.

If you have any questions on these budgeting recommendations, please call me at 854-9694.

cc: Joe Gieselman, Executive Manager, TNR
Carol Joseph, Cynthia McDonald, Donna Williams-Jones, Sydnia Crosbie, TNR
Alicia Perez, Executive Manager, Administrative Operations
Roger El-Khoury, Amy Draper, John Carr, FMD
The Honorable David Escamilla, Travis County Attorney
Susan Spataro, Travis County Auditor
Sean O'Neal, Kimberly Walton, Sharon Martindale, Auditor's Office
Rodney Rhoades, Executive Manager, Planning & Budget
Leroy Nellis, PBO Analysts
Ladd Pattillo

TRAVIS COUNTY

FY 09 ADOPTED BUDGET

**PROJECTS FUNDED FROM EXISTING
CERTIFICATES OF OBLIGATION**

Fund 469 (transition fund)			
Allocated Reserve		\$	140,906
	TNR		
Sheriff's Patrol Vehicles (3)			\$102,600
Revised Allocated Reserve			\$38,306

Fund 454			
Allocated Reserve		\$	106,760
	TNR		
FMD Tractor with Shredder			\$52,500
Revised Allocated Reserve		\$	54,260

Fund 456			
Allocated Reserve		\$	242,269
	TNR		
Sheriff's Patrol Vehicles (6)			\$205,200
Revised Allocated Reserve		\$	37,069

Fund 458			
Allocated Reserve		\$	171,250
	ITS		
Disc Array, Dell MD1000 PowerVault, 15X1TB SATA Drives			\$70,000
Revised Allocated Reserve			\$101,250

Fund 405			
Allocated Reserve		\$	422,894
	TNR		
HMAC			\$350,000
Revised Allocated Reserve			\$72,894

Fund 506			
Allocated Reserve			\$587,950
	TNR		
Sheriff's Patrol Vehicles (15)			\$513,000
Revised Allocated Reserve			\$74,950

TRAVIS COUNTY

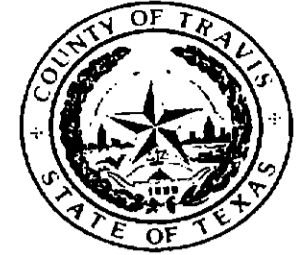
FY 09 ADOPTED BUDGET

**PROJECTS FUNDED FROM EXISTING
CERTIFICATES OF OBLIGATION**

Fund 509		
Allocated Reserve		\$1,170,876
	Facilities Management/Central Projects	
TCCC Jail - Building 12 Construction		\$1,089,265
Revised Allocated Reserve		\$ 117,677

Fund 510		
Allocated Reserve		\$ 499,202
	TNR	
Frate Barker Phase 1 (Match)		\$300,000
Revised Allocated Reserve		\$199,202

TOTAL APPROVED PROJECTS FROM EXISTING CO'S **\$ 2,682,565**



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

314 W. 11th Street
P.O. Box 1748
Austin, Texas 78767

**BACK-UP TO CONTINUATION OF BUDGET MARK-UP
ON SEPTEMBER 16th AGENDA**

MEMORANDUM #2

TO: Members of Commissioners Court
FROM: Diana Ramirez, Sr. Budget Analyst *Diana Ramirez*
DATE: September 11, 2008
SUBJECT: Status of FY 09 Capital Budget and Next Steps

With the FY 09 budget process coming to a swift conclusion over the next two weeks, PBO wanted to provide Commissioners Court with an update of the FY 09 capital budget to date. For purposes of this discussion, I will assume that Commissioners Court has approved the projects recommended for funding from existing Certificates of Obligation (COs) as described in Memorandum #1 dated September 9, 2008.

Capital Acquisition Resources (CAR) Account

Attached please find a list of all proposed CAR expenditures for FY 09. These expenditures include those recommended in the Preliminary Budget as well as changes made during Budget Mark-Up. In addition, the list includes changes identified in the Changes to Preliminary Budget spreadsheet approved by Commissioners Court on the first day of Budget Mark-Up and the Recommended Changes After Mark-Up for September 16th. A summary of the changes to CAR to date is highlighted below.

CAR Expenditures in Preliminary Budget	\$8,773,475
New Projects Approved during Budget Mark-Up	563,885
Rebudgeted CAR	1,476,973
PBO Recommended Move of Vehicles from CAR to CO Funding	(162,717)
Change After Markup for 9/16 (project not needed in FY 09)	<u>(75,000)</u>
Subtotal CAR Expenditures	\$10,624,116
CAR Reserve in Preliminary Budget	\$614,006
One-Time Funds Added to Reserve during Budget Mark-Up	<u>2,251,547</u>
Subtotal CAR Reserve	<u>\$2,865,553</u>
TOTAL CAR Account	<u>\$13,489,669</u>

Certificates of Obligation (COs)

Attached please find a list of all proposed projects and equipment to be funded from an FY 09 issuance of COs. These expenditures include those recommended in the Preliminary Budget as well as changes made during Budget Mark-Up. In addition, the list includes changes identified in the Changes to Preliminary Budget spreadsheet approved by Commissioners Court on the first day of Budget Mark-Up and the Recommended Changes After Mark-Up for September 16th. A summary of the changes to the CO list to date is highlighted below.

CO Expenditures in Preliminary Budget (incl. issuance costs)	\$16,885,000
Changes to Preliminary Budget (approved 9/3/08)	(550,730)
New Projects Approved during Budget Mark-Up	2,087,280
Projects Recommended to be Funded from Existing COs (scrubs)	(2,682,565)
Change in Issuance Costs	<u>(8,985)</u>
TOTAL FY 09 CO Issuance	<u>\$15,730,000</u>

Effect on Debt Service in FY 10 and Beyond

During the Capital Budget Hearing of August 13, 2008, PBO informed Commissioners Court that the CO amount recommended in the Preliminary Budget of \$16,885,000 resulted in the county leaving its FY 10 debt service payments below those of FY 09. This is a desirable result because it reserves for the Commissioners Court greater capacity in FY 10 and beyond to fund large-scale capital projects that are in the nascent planning stages at the moment (e.g., downtown redevelopment including a new Civil Courthouse and Airport Campus planning). In addition, with the planning horizon for a new bond referendum indicating a 2011 target rather than a 2010 target, reserving greater capacity for the FY 10 budget process (which will begin in five short months) will give the Commissioners Court the flexibility to provide TNR with CO funding sufficient to bridge the gap between the FY 09 budget and FY 12, when bond funds could be made available.

If Commissioners Court chooses to fund additional projects for FY 09, it could approve an additional \$1.8 million in FY 09 funding and still keep debt service payments level from FY 09 to FY 10. Anything more will result in an increase in the debt service payments in FY 10.

A review of the Budget Agenda Worksheet indicates that six capital projects that were identified by two members of Commissioners Court for discussion at Budget Mark-Up remain unfunded (all other capital projects that 3 or more members of Court identified for discussion have been funded). The projects total \$3,383,300 and are summarized below.

Facilities Management Department

Executive Office Building HVAC Replacement Design	\$200,000
Exposition Center Arena Roof Replacement	1,158,300
Upgrade Criminal Justice Center HVAC Software and Hardware	<u>85,000</u>
Subtotal FMD	<u>\$1,443,300</u>

Transportation & Natural Resources

Frate Barker – Phase I (Match) Portion not already funded	\$570,000
Slaughter Lane – Goodnight Ranch	400,000
McNeil Road Drainage Improvements	<u>970,000</u>
Subtotal TNR	<u>\$1,940,000</u>
Total Unfunded	<u>\$3,383,300</u>

If you have any questions on capital budgeting, please contact me at 854-9694.

cc: Joe Gieselman, Executive Manager, TNR
Carol Joseph, Cynthia McDonald, Donna Williams-Jones, Sydnia Crosbie, TNR
Alicia Perez, Executive Manager, Administrative Operations
Roger El-Khoury, Amy Draper, John Carr, FMD
The Honorable David Escamilla, Travis County Attorney
Susan Spataro, Travis County Auditor
Sean O’Neal, Kimberly Walton, Sharon Martindale, Auditor’s Office
Christian Smith, Special Assistant to Commissioners Court
Rodney Rhoades, Executive Manager, Planning & Budget
Leroy Nellis, PBO Analysts
Ladd Pattillo

Table 6
FY 2009 PROPOSED BUDGET
CAPITAL ACQUISITION RESOURCES (CAR) ACCOUNT

Rebudgeted CAR

Dept	Description	Unit Cost	Qty	New	Replace	Total
12	Electronic Medical Records Hardware for Sheriff's Office	36,750	1	36,750	0	36,750
12 Total				36,750	0	36,750
14	Expanded Parking at Star Flight Headquarters	35,000	1	35,000	0	35,000
	910 Lavaca Street Renovation (Rusk Building)	49,500	1	49,500	0	49,500
	Precinct 2 Office Building FFE/ITS/Security	381,623	1	381,623	0	381,623
14 Total				466,123	0	466,123
22	E-Docket Phase II	16,000	1	16,000	0	16,000
22 Total				16,000	0	16,000
24	E-Courtroom for 3rd Floor of CJC	40,000	1	40,000	0	40,000
24 Total				40,000	0	40,000
27	Office Equipment for New 2nd Floor Space	13,600	1	13,600	0	13,600
27 Total				13,600	0	13,600
37	Health Services Building Pneumatic Control System	60,000	1	0	60,000	60,000
	Building 1 Inmate Shower Refurbishment	40,000	1	0	40,000	40,000
	Building 3 Inmate Shower Refurbishment	80,000	1	0	80,000	80,000
	Buildings 5, 6, 9 and 10 Fire Detection System	30,000	1	0	30,000	30,000
	Activities Building Fire Detection System	50,000	1	0	50,000	50,000
	Fire Hydrant and Infrastructure	9,000	1	0	9,000	9,000
	TCJ Kitchen Refrigeration Replacement	70,000	1	0	70,000	70,000
	Building 10 HVAC	60,000	1	0	60,000	60,000
	Activities Building HVAC	150,000	1	0	150,000	150,000
	Building 2 HVAC	150,000	1	0	150,000	150,000
	Building 2 HVAC Replacement	187,500	1	0	187,500	187,500
	Building 1 Domestic Water Pipe Replacement	18,000	1	0	18,000	18,000
37 Total				0	904,500	904,500
Subtotal Rebudgeted CAR				572,473	904,500	1,476,973

Table 6
FY 2009 PROPOSED BUDGET
CAPITAL ACQUISITION RESOURCES (CAR) ACCOUNT

New CAR

Dept	Description	Unit Cost	Qty	New	Replace	Total
12	Centrally Budgeted IT Equipment			317,910	1,215,895	1,533,805
12	Blade Server	131,250	1	0	131,250	131,250
12	Blade Chassis	34,000	2	68,000	0	68,000
12	UPS Equipment	5,708	9	0	51,372	51,372
	Various size UPS for selected IDF and MDF					
12	across county facilities	7,500	40	0	300,000	300,000
12	TSM Server	56,000	2	0	112,000	112,000
12	Server Window	12,000	1	0	12,000	12,000
12	TSM Software	38,000	1	0	38,000	38,000
12	MDF & IDF Equipment and Server	175,090	1	175,090	0	175,090
12	Server	7,695	1	7,695	0	7,695
12	Monitoring Equipment	2,000	45	90,000	0	90,000
12	Cabling for Child/Parent Defender Offices	29,400	1	29,400	0	29,400
12	Equipment for Child/Parent Defender Offices	110,000	1	110,000	0	110,000
12 Total				798,095	1,860,517	2,658,612
14	Renovation and FF&E	8,000	1	8,000	0	8,000
14	Roof-top air conditioning units	15,000	2	0	30,000	30,000
14	Roof-top air conditioning units	115,000	1	0	115,000	115,000
14	Roof repairs at Criminal Justice Center	330,000	1	0	330,000	330,000
14	Refurbish elevator at USB	156,000	1	0	156,000	156,000
14	Refurbish elevator at Gault Bldg.	160,000	1	0	160,000	160,000
14	Portable air conditioning units	3,800	5	19,000	0	19,000
14	Replace existing fire alarm system at EOB	365,275	1	0	365,275	365,275
14	Lower roof restoration at USB	100,000	1	0	100,000	100,000
14	Software to monitor/control building HVAC	39,000	1	39,000	0	39,000
14	Renovation of County Attorney suites on 3rd and 4th floor of Granger	38,319	1	0	38,319	38,319
14	Expansion of restroom facilities at Smith	57,617	1	0	57,617	57,617
14	Road for Texas Coop Extension	59,123	1	0	59,123	59,123
14	Expansion of FMD warehouse space at Smith Road	59,123	1	0	59,123	59,123
14	Renovation for Child/Parent Defender Offices	14,400	1	14,400	0	14,400
14 Total				80,400	1,411,334	1,491,734
22	Telephone Equipment	250	2	500	0	500
22	Replacement Computers	1,550	23	35,650	0	35,650
22	Printers	550	2	1,100	0	1,100
22	Audio System Upgrades	25,500	1	25,500	0	25,500
22	Desk for newly elected 98th District Judge in chambers	1,000	1	1,000	0	1,000
22	Credenza for newly elected 98th District Judge in chambers	500	1	500	0	500
22	Bookcases for newly elected 98th District Judge in chambers	500	1	500	0	500

Table 6
FY 2009 PROPOSED BUDGET
CAPITAL ACQUISITION RESOURCES (CAR) ACCOUNT

22	Lateral file cabinet for newly elected 98th District Judge	500	1	500	0	500
22	Desk with file capability for 200th Court Operations Officer	500	1	0	500	500
22	Ergonomic chair for 200th Court Reporter in Courtroom	500	1	0	500	500
22	Replacement witness stand chair	500	1	0	500	500
22	Credenza in Judge's chambers	500	1	500	0	500
22	Lateral file cabinet for 419th Staff Attorney and Court Reporter	500	2	1,000	0	1,000
22	Lateral file cabine for Financial Analyst's Office	500	1	500	0	500
22	Ergonomic desk chair for Civil Courts Director	500	1	500	0	500
22	Shredder	800	1	800	0	800
22	Podium for courtroom	500	1	500	0	500
22 Total				69,050	1,500	70,550
24	Furniture	15,000	1	15,000	0	15,000
24	Printers	250	4	1,000	0	1,000
24	Printers	400	4	1,600	0	1,600
24	Fax Machines	1,000	1	1,000	0	1,000
24	Courtroom Sound System	17,250	1	17,250	0	17,250
24	Courtroom Technology	49,875	1	49,875	0	49,875
24	Computers and other technology equipment	27,535	1	27,535	0	27,535
24	Staff Attorney computer, printer and telephone	4,085	1	4,085	0	4,085
24	Furniture	4,000	1	4,000	0	4,000
24	Assisted Listening	36,000	1	0	36,000	36,000
24	Replacement Computers	1,550	22	0	34,100	34,100
24	Replacement Laptops	2,400	3	0	7,200	7,200
24	Software	311	25	0	7,775	7,775
24	Replacement Printers	550	2	0	1,100	1,100
24 Total				121,345	86,175	207,520
35	Hand held radios	2,533	2	5,066	0	5,066
35 Total				5,066	0	5,066
37	Handheld Radios - Maintenance Staff	2,757	2	5,514	0	5,514
37	Handheld Radio for Sergeant	2,757	1	2,757	0	2,757
37	Handheld Radios - Transportation Staff	2,757	2	5,514	0	5,514
37	Handheld Radios - Courthouse Security	2,757	2	5,514	0	5,514
37	Fire Department Connection for HSB	23,200	1	23,200	0	23,200
37	Fire detectors for Buildings 1 & 3	199,400	1	0	199,400	199,400
37	Infectious disease cell exhaust at TCJ	75,200	1	0	75,200	75,200
37	TCJ Roof	924,500	1	0	924,500	924,500
37	Window Caulking Buildings 1 & 3	43,350	1	0	43,350	43,350
37	Sewer Machine for TCCC	17,400	1	17,400	0	17,400
37	Clean, Seal, & Paint CCB & CCC	26,050	1	0	26,050	26,050
37	Rebuild Generator Bldg 2	23,200	1	0	23,200	23,200
37	TCJ water valve replacement	28,900	1	0	28,900	28,900
37	Bldg 10 sink replacement	4,700	1	0	4,700	4,700

Table 6
FY 2009 PROPOSED BUDGET
CAPITAL ACQUISITION RESOURCES (CAR) ACCOUNT

37	Shower & Sink replacement Bldg 9	19,100	1	0	19,100	19,100
	Remove/Refurbish old TCJ emergency generator w/trailer	25,500	1	0	25,500	25,500
37	Tactical Headsets	450	30	0	13,500	13,500
37	Interview Room Equipment	6,585	1	6,585	0	6,585
37	Automated External Defibrillators (AED)	1,768	25	44,200	0	44,200
37	Refinish holding Cell Floors CBF	48,600	1	0	48,600	48,600
37	Refinish holding Cell Floors Trans	88,021	1	0	88,021	88,021
37	CBF Main Control UPS upgrade	34,700	1	0	34,700	34,700
37	Inmate property/processing building	577,900	1	577,900	0	577,900
37	Supplies and Equipment for Bldg 12	475,000	1	475,000	0	475,000
37	Live Scan System for Bonding	38,615	1	38,615	0	38,615
37	Vehicle Radios - for Complex Security Vans	3,700	2	7,400	0	7,400
37	Walkthrough Metal Detector	5,000	1	0	5,000	5,000
37	X-ray Machine	45,000	1	0	45,000	45,000
37 Total				1,209,599	1,604,721	2,814,320
38	Histology Tissue Processor	56,786	1	0	56,786	56,786
38 Total				0	56,786	56,786
45	Hand-held Radios	21,000	1	21,000	0	21,000
45	Roof Replacement	642,000	1	0	642,000	642,000
45 Total				21,000	642,000	663,000
47	Capital Equipment	139,033	1	139,033	0	139,033
47 Total				139,033	0	139,033
49	GPS Handheld Units	3,865	1	3,865	0	3,865
49	GPS Terrasync software for handheld units	1,165	1	1,165	0	1,165
49	GPS Pathfinder software for handheld units	765	1	765	0	765
49	Guardrail - New Installations	90,000	1	90,000	0	90,000
	Slaughter Lane Bridge over Onion Creek					
49	Scour Repair	200,000	1	200,000	0	200,000
49	Sidewalk - ADA Upgrades	150,000	1	150,000	0	150,000
49	Park Residence - NE Metro	225,000	1	225,000	0	225,000
49	EMS MDC Vehicle Mounting Hardware	1,200	3	3,600	0	3,600
49	EMS MDC Vehicle Mounting Install	300	3	900	0	900
49	CN2 MDC Vehicle Mounting Hardware	1,200	2	2,400	0	2,400
49	CN2 MDC Vehicle Mounting Install	300	2	600	0	600
49	CN5 MDC Vehicle Mounting Hardware	1,200	2	2,400	0	2,400
49	CN5 MDC Vehicle Mounting Install	300	2	600	0	600
49 Total				681,295	0	681,295

Table 6

**FY 2009 PROPOSED BUDGET
CAPITAL ACQUISITION RESOURCES (CAR) ACCOUNT**

Machine to produce archival microfilm from					
57 digital images	54,995	1	54,995	0	54,995
Camera movement controller in the					
57 Commissioners courtroom	80,000	1	0	80,000	80,000
57 Hamada 600 Printing Press	30,000	1	30,000	0	30,000
57 Universal Envelope Feeder	8,000	1	8,000	0	8,000
57 Total			92,995	80,000	172,995
VEMD Mast Moment Kit / Oil Filter Kits /					
59 Metro Kits Installation	35,741	2	71,482	0	71,482
59 Outerlink Hardware & Installation	25,000	2	50,000	0	50,000
59 Cargo Hooks Spare	6,331	2	12,662	0	12,662
59 Hoseline A/C Unit	5,000	1	5,000	0	5,000
59 Glidescope Ranger	10,000	1	10,000	0	10,000
59 Radios	4,636	8	37,088	0	37,088
59 Total			186,232	0	186,232
Subtotal New CAR			3,404,110	5,743,033	9,147,143
SUBTOTAL ALL CAR			3,976,583	6,647,533	10,624,116
			CAR RESERVE		2,865,553
			GRAND TOTAL		13,489,669



6

SAMUEL T. BISCOE
COUNTY JUDGE

TRAVIS COUNTY ADMINISTRATION BUILDING
P.O. BOX 1748 ROOM 520
AUSTIN, TEXAS 78767
(512) 854-9555

Item #6

September 15, 2008

MEMORANDUM:

TO: Commissioners Court Members
FROM: Sam Biscoe *S TB*
RE: Budget Mark-up - #6

RECEIVED
COUNTY JUDGE'S OFFICE
08 SEP 15 PM 4: 28

I will raise two budget items for consideration tomorrow.

First, Commissioner Davis has raised the following:

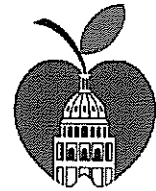
Blackland Community Development Corporation – \$26,233
(received 2 checks on budget worksheet)

Second, Dr. Pascal Forgione, Superintendent of A.I.S.D., requests that we collaborate with A.I.S.D., City of Austin and others to fund the “African-American Men and Boys” Conference - \$25,000 (not on budget worksheet). I’ve attached the backup Dr. Forgione provided.

re: '09 Budget

Austin Independent School District

RECEIVED
COUNTY JUDGE'S OFFICE
08 AUG 11 PM 4:39



Office of the Superintendent

August 8, 2008

Judge Sam Biscoe
Travis County Commissioners Court
314 West 11th Street, #520
Austin, Texas 78701

Dear Honorable Judge Biscoe:

Sam

On behalf of the Austin Independent School District, I want to take this opportunity to thank the City of Austin, the Travis County Commissioners Court, Austin Urban League, NAACP and other partnering agencies for their continued support of children in the Austin area. As service-related organizations, your efforts have had a positive impact on the quality of life for all residents. We appreciate your commitment and steadfastness to duty!

Over the years, AISD has been involved in a number of Citywide initiatives, including the "African American Men and Boys" Conference (AAMBC), now referred to as the African American Men and Boys Harvest Foundation. We need your support to continue the work of AAMBC.

Michael Lofton, founder and CEO, of the AAMBC has been working tirelessly to help impact the disproportionate number of African American males and females who are dropping out, underachieving and becoming disenchanted with our educational system. While AISD has made noticeable progress in closing wide dropout and academic performance gaps between advantaged and disadvantaged students, the district is facing new and existing challenges. This situation begs us to attempt an unprecedented understanding of social needs based upon empathy for conditions and working in collaborative partnerships. Further, our growing low-income population faces a number of barriers towards upward mobility, which must be treated in a holistic, grassroots manner. In short, we need your help to expand the work of AAMBC and provide "hope" to our disconnected youth.

We are asking for your support to create a funding pool of resources (**pledges of \$25,000 per institution for the next four years**) for AAMBC Harvest Foundation. These funds will help provide mentors, training for facilitators, evaluation staff and monthly workshops for students and their families based on the "build your own foundation" strategy.

You will find enclosed supplemental materials regarding the Foundation's work and training/scheduling information. We also propose to leverage our fund pool with matching funds from other corporations such as the University of Texas, Shell and Exxon/Mobil Oil Companies, and the Gates and Dell Foundations.

I appreciate your attention to this request and look forward to your affirmative response. If you need any further information or have any questions, please feel free to contact Dr. Bergeron Harris, Assistant Superintendent for the Office of Educational Support Services, at (512) 414-0038.

Sincerely,

A handwritten signature in black ink that reads "Pat Forgione". The signature is written in a cursive, flowing style.

Pascal D. Forgione, Jr., Ph.D.
Superintendent

Enclosures

PDF/BH/CJ

Proposed 2007/2008 African American Men and Boys Monthly Conferences

Conference Date	Approx. # of Participants	# of Workshops	# of Vendors
Sept. 23, 2007 LBJ	700	20	15
Oct. 20, 2007 Reagan	575	21	12
Nov. 10, 2007 McCallum	475	8 + Gen Session	15
Dec. 15, 2007 Connally	600	20	10
January 26, 2008 Pearce	525	6	16
February 23, 2008 Dobie	475	6	13
March 22, 2008 Reagan	300	12 (Easter Weekend)	14
April 19, 2008 McCallum	450	15	16
May 17, 2008 LBJ HS	850	21	23

Conference Date	Speaker	Theme
Sept. 23, 2007 LBJ	Dr. Frank Jackson	Community Focused On Education
Oct. 20, 2007 Reagan	Dr. Sterling Lands	Making Education #1 Priority
Nov. 10, 2007 McCallum	Dr. Johnny Brown	Eliminating The Achievement Gap
Dec. 15, 2007 Connally	Dr. Leonard Moore	Achieving Your Personal Goals
January 26, 2008 Pearce	Mr. Chance Lewis	Drop Out Prevention
February 23, 2008 Dobie	Judge Terry Lewis	Non-Violent Resolution
March 22, 2008 Reagan	Rev. Jonathan Strange	Strategies to Handle Personal Problems
April 19, 2008 McCallum	Dr. George McKenna	Anger Management
May 17, 2008 LBJ HS	Dr. Ural Hill	Keeping Your Eyes on The Prize

2006/2007 African American Men and Boys Conference Hosted By: The Michael Lofton Talk Show

June 3, 2006	10:00 AM – 2:00 PM	Conley Guerrero Center
July 22 nd , 2006	10:00 AM – 2:00 PM	Reagan High School
August 19 th , 2006	10:00 AM – 2:00 PM	Akins High School
Sept 23 rd , 2006	10:00 AM – 2:00 PM	LBJ High School
October 28 th	10:00 AM – 2:00 PM	Pearce Middle School
November 18 th	9:00 AM – 2:00 PM	McCallum High School
December 16 th	10:00 AM – 2:00 PM	Dobie Middle School
January 20 th	9:00 AM – 2:00 PM	Reagan High School
February 17 th	10:00 AM – 2:00 PM	LBJ High School
March 31 st	9:00 AM – 2:00 PM	McCallum High School
April 28 th	10:00 AM – 2:00 PM	Connally High School
May 19 th	9:00 AM – 2:00 PM	LBJ High School

Draft of Summer Plan for AISD

- **First Meeting will consist of the following with Dr. Forgione, Dr. Harris, Dr. Cornell Jones and Members from UT to Finalize Budget and get approval. (ETC. 8/2/08)**
- **Second Meeting to Discuss AAMB Conferences and Campus Community Engagement Programs (with) 5 Principals (Reagan, LBJ, Dobie, Garcia, Pearce), along with Dr. Harris, Dr. Jones and Dr. Forgione / Dr. Cruz if they are available. (ETC 8-9-08)**
 1. Discuss the creation of a team on each campus
 2. Discuss Conference Dates / And Campus Locations
 3. Discuss The Campus Community Engagement Program (CCEP)
 4. Discuss The Creation of The Surveys For Both Programs
 5. Discuss the Implementation / Planning of The CCEP
 6. Discuss meeting times for each principal individually, to identify strategy for their specific campus.

3rd Set of Meetings will consist of the meeting with Each Principal (Individually) and their Staff to create a Campus Team (ETC 8-22-08)

1. Create a Campus Contact List
2. Identify CAC and PTA Presidents
3. Discuss the Needs of the Campus
4. Discuss Community Meeting Dates
5. Discuss / Identify Community Leaders for that Campus
6. Identify Churches and all support groups associated for each campus
7. Discuss the corporations supporting each campus
8. Discuss the creation for an agenda for the first kick off meeting
9. Identify all the needs that the campus wants to be disseminated to the community ie... volunteers, mentors, sponsorship, recruitment of members for CAC and PTA
10. Discuss the state of academic concerns for each campus
11. Creation of letter / flier to send out to all parents
12. Discuss Activity for each Campus During Community Meeting
13. Identify Speakers for each Campus Meeting
14. Discuss the creation of Survey for the following: (Parents, Teachers and Students)
15. Create a survey that will identify the social service needs of the parents / students.
16. Identify ways to provide those social service needs on campus

17. Plan to educate parents on how to read reports sent home about the academics / attendance / student reports
18. Discuss setting up various speakers to come and speak to students on each campus.

Harvest Foundation / UT Support Group Task

1. Hire Project Directors / Staff for AISD
2. Create a Database for Each Campus
3. Create Surveys
4. Create database for survey data
5. Create a reporting format for all surveys collected
6. Report all data within 30 days after each event to Superintendent / Campus / Community
7. Create a AISD Website for Community Input
8. Assist the District in identifying Tutors for each campus
9. Assist The District with strategies on addressing the concerns from the teachers, parents and students.
10. Identify a plan to address and turn around low performing schools

BENEFIT TO AISD INDEPENDENT SCHOOL DISTRICT:

The anticipated improvements and expansion of the African American Men and Boys Conference will not only increase enrollment of African American males, but they will allow for a more structured program focused on its stated goals to increase the academic performance of African American students. In addition, the AISD Independent School District will benefit in the following ways:

- Deliverables from the conference such as surveys and performance evaluation data can be used by teachers and school administrators to turn around low-performing schools.
- Students at low-performing schools will receive additional support and attention.
- African American students will be given an opportunity to share their personal and academic concerns with qualified professionals who can offer viable solutions.
- AISD teachers and administrators will be connected with a concerned UT Professional who can help close the gap between teacher and student.

- Mentors will challenge African American students to meet academic standard as set by the school district and the individual schools.
- Mentors will establish ongoing relationships with African American students for the purpose of teaching them the importance of taking responsibility for their behavior and their academic success.
- Program Directors will hold ongoing meeting with school administrators to gain a better understanding of ways the program might be of service to teachers and students.
- Program participants will be held to a standard of excellence that will require them to adjust old behaviors, establish more effective ways of communicating with parents and teachers and improving their performance in the classroom.
- Parent will be provided with a support network of professionals who can readily respond to concerns they might have regarding they child's academic performance.
- The conferences will address academic development, social and community responsibility, self-improvement and setting educational goals, each of which is in line with the AISD's mission for improving student performance.

Model of Lofton's "School / Community Engagement Plan"

Overview of the Problem:

Historically, Schools cannot connect with Black or Hispanic Parents. Parents often feel they can't communicate effectively with the administrators in the schools, due to a number of reasons, (lack of education, embarrassment, can't read the material the schools are sending out, previous issues with the school or a teacher, living in poverty or just too busy working, etc...)

Theory of the Community Engagement Plan:

1. Pull in the Entire Community Surrounding the School
2. Meet every other month / at least 2 to 3 times
3. Have the teachers, parents and students to come
4. Serve refreshments
5. Give out a survey to everyone (Students, Parents, teachers, Ministers)
6. Seek Volunteers, Mentors
7. Recruit members for PTA and CAC (Campus Advisory Committee)
8. Have door prizes
9. Make the community feel comfortable about coming to the campus
10. Analyze the data from the survey
11. Give feedback to entire community of issues / concerns

12. Seek to bring in the needed resources to resolve the problems (i.e., social services, mentors, teacher/ parent dialog, employment assistance, youth entrepreneur programs, legal assistance, drug treatment, college recruitment, adult educational programs related to understanding the school material, medical assistance programs)
13. Meet with students in groups to address concerns at home or school.
14. Meet with teachers to address surveys from community, about the school, and or the students
15. Meet with the principals about the teacher's inputs, and inputs from parents, students, community
16. Make a list of suggestions to the Principal, Superintendent, Teachers and parents
17. Get commitments from the area ministers to be apart of the school and also appoint deacons to be over at campus weekly
18. Get Ministers to recognize students in church for excellence
19. Get area business to fund programs at the school, offer evening employment to students and parents
20. Solve racial tensions between students, conflict resolution workshops
21. Offer cultural diversity training for the teachers, Teachers have to learn how to connect with Black and Hispanic students and earn their trust.
22. Address Hispanic concerns as it relates to ESL Concerns for both parent and students.
23. Get the parents and teachers to work in groups, and establish a friendly relationship. Historically, there is no positive interaction between parent and teachers.
24. Youth Entrepreneur Program – we need to show kids in as early as elementary how to make money, on the computer, even if it is printing fliers or programs for the church, area business and or making business cards. Kids want to make money some they can buy things and or help their parents out. This will entice them to read and understand math. If companies would donate copiers and paper, every child could learn the computer and market their product monthly to area business and churches.

The initial letter should come from someone other than the school. Local Official and or someone everybody knows in the community.

The school administers have to be prepared to State the Concerns and Plans for the School and Solicit the Community's Input. The school has to be there for the parent and the student. Sadly enough the parent has to see the benefit of getting involved, i.e. assistance with their personal problems. What factors at home is affecting the child's learning and or affecting them wanting to learn. Once we can offer some resolution to economic problems, then you have their ear.

Michael Lofton
585-6696

Last Updated 9-15-08 at 5:13 pm

African American Men and Boys Harvest Foundation, Inc.

Michael Lofton, Director / Founder

10119 Willfield Drive ~ Austin, Texas 78753 ~ (512) 585-6696 ~ Email: mrloftontalkshow@sbcglobal.net

Dr. Pascal D. Forgione, Jr.
Superintendent, Austin Independent School District
1111 W. 6th Street
Austin, TX 78703

August 1, 2008

Dear Dr. Forgione:

I write to request your continued support for the African American Men and Boys (AAMB) Conferences and would like to introduce to you the ways in which we seek to improve them. We are excited to announce the African American Men and Boys Harvest Foundation, Inc. is in the process of negotiating a partnership with The University of Texas at Austin's Office of the Vice President for Diversity and Community Engagement (DDCE). Once the proposed merger is finalized, UT will serve as the Harvest Foundation, Inc.'s Fiscal Agent, which will ensure long-term stability for the Conferences. In addition, The University will provide office space and additional personnel, which are also needed for the Conferences continue to grow and improve.

In addition to this proposed merger, the Harvest Foundation, Inc. will continue to partner with the Bill and Melinda Gates Foundation, City of Austin, the Austin Area Urban League and other organizations in order to garner additional resources needed for the Conferences. I am calling on the Austin Independent School District to continue their partnership with the Harvest Foundation, Inc. and continue its financial commitment to the Conferences.

Attached to this letter you will find a detailed proposal, which outlines 1) the specifics on how we plan to improve the quality of the Conferences, 2) a strategic plan to achieve those goals, 3) a proposed budget, 4) a funding request and 5) a description of how students in the Austin Independent School District will directly benefit from the improved the African American Men and Boys Conferences.

Over the years, the Austin Independent School District has consistently committed its resources to addressing the academic decline of African American in schools and the community. Your overwhelming commitment and financial support is not only appreciated, but it is viewed as a bridge that closes the gap and leads our young men to academic achievement. The African American Men and Boys Conferences, along with AISD and the new partnership with the University of Texas at Austin can do great things for African American males in Texas. We look forward to our future with AISD.

Sincerely,

Michael Lofton,
Director, Founder
African American Men and Boys Harvest Foundation, Inc.

African American Men and Boys Harvest Foundation
PROGRAM PROPOSAL

IMPROVEMENT AND EXPANSION GOALS:

Over the years the African American Men and Boys Harvest Foundation (AAMBHF), have touched the lives of numerous African American males and their families. The Conferences, the positive interaction and the ongoing support from the community and School District have created a new outlook for Black males in the Texas. Today many young men are inspired, informed and better prepared to meet educational challenges. However, to continue the efforts of the AAMB Harvest Foundation, Inc. and to reach more youth in the 2008-2009 academic year, the following improvements are under way:

- Improving workshop content based on developed focus from summer planning.
- Enhance Conference attendance
- Collecting and analyzing and distribute data on student performance that can be used by teachers and AISD administrators.
- Increasing mentorship opportunities for students with community leaders.
- Developing a plan of action to engage more parental participation.
- Improving facilitator training using one presentation model for all conferences.
- Partnering with The University of Texas to develop a comprehensive assessment tool that can be used to measure and evaluate program activity.
- Providing additional support for the following five campuses: Pearce, Dobie, Garcia, Johnson and Reagan
- Increasing capacity by expanding personnel

STRATEGIC PLAN:

In order to reach these ambitious goals, it is necessary to complete a summer planning process, which has already begun to take place and will continue through August. During this process, we will review goals, create a plan for achieving said goals and design an infrastructure that enables the Conferences to operate smoothly, which will facilitate growth. This plan will address the following components:

Designing a comprehensive infrastructure:

Currently, there is little infrastructure in place that enables African American Boys Conference to be organized and executed efficiently. During the planning period, the following will be created:

- *Website:* A webpage that represents the organization, its mission and its goal.

- *Database:* An inclusive database of active participants, current mentors, parents, community partners and volunteers.
- *Data Collect System:* A systematic data collection process that keeps the organization informed on relevant information.
- *Volunteer Management:* A structured system that keeps all aspects of the volunteer component of the program well management and
- *Mentoring Bureau:* Initiating the formation of a Mentoring Bureau

Research Based Planning:

Working directly with The University of Texas will provide us with the necessary resources to ensure that the Conferences are research-driven. During the planning period, two Graduate Research Assistants (GRAs) will be assigned by the University to complete a full literature review of African American males and educational development. In addition, the GRAs, in conjunction with other professionals, will lead focus groups to discuss issues that are currently affecting African American families. Results of the literature review and these focus groups will be used to drive the content of the workshops and develop best practices. Moreover, additional planning will be conducted to determine how research can be used to carry out the mission of the program.

Facilitator Training:

Over the summer, “train the trainer” workshops will be held to ensure quality and direct purpose of the upcoming conference workshops.

Key Performance Indicators:

The ultimate goal for the African American Men and Boys Conferences is to improve student academic performance. The Conferences seeks to achieve this goal in various ways such as through mentorships, workshops that focus on how students can be academically successful. Over the summer, we will establish Key Performance Indicators (KPIs) that will be used to measure the impact on the student participants through out the school year to ensure that the Conferences are data-driven. This data will be available to the teachers and AISD to assist in supporting these students.

Capacity Building:

For the past two years, Michael Lofton has spent countless hours organizing and hosting the conference with little administrative support. Thus, additional personnel will be needed to ensure that the Harvest Foundation, Inc. has the capacity to expand and improve the Conferences. It is estimated that at minimum, a team of eleven people will be needed to achieve the goals in the first year. That team will consist of the following personnel:

- **Director (Michael Lofton)**

The director shall perform all duties necessary to carry out the functions and responsibilities of the program and appoint or remove personnel as necessary for the efficient work of the program and prescribe the duties of all personnel. Also, the director will implement board policies, recommend staff for hiring, prepare the annual budget, plan the annual operations of the program to fit in the long range goals of the AAMBHF, prepare regular reports that

embody the programs current progress and future needs, maintain an active program of public relations with schools and community partners, apply for grant monies from private or public sources. In addition, the director will be the official spokes person for the AAMBHF, call and preside over staff and planning meetings as needed; provide written reports as requested by the Vice President of the DDCE and follow the financial guidelines as set by UT and the DDCE.

- **Project Directors (2)**

Under limited supervision of the director, the project director will provide oversight and management of the less complex and less capital outlay of planning the conferences and the workshops. In addition, the project director will provide direction and support to volunteers, vendors and school administrators participating in the program. Also, the project director will assist in maintaining program database, prepare correspondence (proposals, grants etc.), maintain project files, conduct mailings, coordinate activities as requested by the director, assist in planning and development of subsequent year proposals and budget, handle public relations and promote for the project, and conduct meetings with school administrators.

- **Business Manager:**

The business manager shall, attend all meetings of the AAMBHF and keep minutes of those meetings, conduct and preserve all correspondence as directed by director, preserve all papers, accounts, plans and other records of AAMBHF; prepare and transmit reports and information requested by the director; notify staff of the times of all meetings, produce upon instructions of the director minute book and other records for audit, if necessary, receive all money payable to the AAMBHF from all sources and deposit monies into a bank as directed by the director, disburse money as directed by the director, keep on file all vouchers of expenditure and keep a proper record of all money received and disbursed and close and balance the books at the end of the year and prepare a statement of the programs finances whenever requested by the director. In addition, the business manager will perform other duties that may be assigned to him or her by the director.

- **Post-Doctoral Fellow:**

The postdoctoral fellow will be an active member of the AAMBHF whose primary task is to develop and implement the conferences and workshops with the director and the project director. The postdoctoral fellow is expected to interact and collaborate with program participants and community leaders as well as prepare proposals and grants to private and public funding sources. In addition to these duties, the postdoctoral fellow will support the success of the program as requested by the director. Also the postdoctoral fellow will help identify, evaluate, and recommend new processes and procedures that can lead to the success of the program.

- **Graduate Research Assistants**

The duties of graduate research assistants will vary according to how the director see fits. However, in general, the research assistants help the director and the project director on various projects as they relate the conferences and the workshops. The research assistant shall, as appropriate, utilize the computer and related data-processing equipment in the treatment of research data, assist in the preparation of reports and grants. In addition, the research assistant will input data, performance evaluation and analysis, organizing focus groups and conduct literature reviews.

- **Administrative Associate**

The administrative associate will perform administrative duties for director and project director. Responsibilities may include screening calls, making meeting arrangements, preparing reports and financial data, training and supervising other support staff, and customer relations. The administrative associate will need strong computer and internet research skills. Also calls for flexibility, excellent interpersonal skills, project coordination experience, and the ability to work well with all levels of internal management and staff, as well as school administrators and vendors.

With the proposed partnership, the Division of Diversity and Community Engagement may provide the AAMB Conferences with the following personnel: Development Specialist, Post-Doctoral Fellow, Graduate Research Assistants and the Administrative Associate. In addition, the Harvest Foundation, Inc. has partnered with the City of Austin, who is committed to providing a portion of Mr. Lofton's salary. Therefore, funding is still needed for a portion of Mr. Lofton salary, the Project Directors and the Business Manager.

FUNDING REQUEST:

In order to achieve the ambitious goals set forth in this proposal, there must be a significant increase in the amount of financial resources that are contributed to the production of Five (5) AAMB Conferences and Five (5) Campus Community Engagement Programs (CCEP) which will go on in between the Conferences. Including personnel, summer planning, performance evaluation, office space and actual conference expenses, it is estimated that the total budget is \$425,000.00, for the 5 Conferences and 5 Campus Community Engagement Programs. The campuses as identified by AISD are Reagan, LBJ, Dobie, Pearce and Garcia. (see Budget below).

We know that the AISD has limited funds and is unable to contribute the entire amount estimated to improve and expand the Conferences, thus we have called on other organizations to partner with us to help provide funds and other resources such as personnel and office space. With the support of other organizations (see Anticipated Funding Sources below), this amount is significantly reduced; it is estimated that the five conferences and 5 campus community engagement programs will cost \$270,000.00. With a contribution of \$200,000.00 from AISD, the remaining amount needed would be 70K, in which we will seek additional outside support. This includes the co-sponsorship 10K from The Bill and Melinda Gates Foundation and 100K from The City of Austin. We are requesting that the Austin Independent School District provide the resources, either through in-kind donation or actual funding, to cover the remaining costs needed to host the five Conferences.

BUDGET*:

Personnel	Monthly Salary	Yearly Salary
Director Salary-Michael Lofton	\$ 8,020.83	\$ 96,250.00
Project Director 1	\$ 3,333.33	\$ 40,000.00
Project Director 2	\$ 3,333.33	\$ 40,000.00
Business Manager	\$ 3,281.25	\$ 39,375.00
Post-Doctoral Fellow	\$ 4,042.50	\$ 48,510.00
Graduate Research Assistant 1	\$ 1,333.33	\$ 16,000.00
Graduate Research Assistant 2	\$ 1,333.33	\$ 16,000.00
Administrative Associate	\$ 2,479.17	\$ 29,750.00
Personnel Subtotal	\$ 27,157.08	\$ 325,885.00
Programming	Per Conference	5 Conferences
Conferences	\$ 12,400.00	\$ 62,000.00
Refreshments	\$ 3,500.00	\$ 17,500.00
Speakers (transportation, hotel and food)	\$ 3,000.00	\$ 15,000.00
Student Transportation	\$ 1,050.00	\$ 5,250.00
Office Supplies and Printing	\$ 3,000.00	\$ 15,000.00
Videography / Photography	\$ 1,500.00	\$ 7,500.00
Postage	\$ 350.00	\$ 1,750.00
Infrastructure Building (Summer Planning)	\$ 1,200.00	\$ 6,000.00
Data Analysis Data Input	\$ 200.00	\$ 1,000.00
Design assessment and Evaluation Tools	\$ 100.00	\$ 500.00
Develop Survey Collection System	\$ 900.00	\$ 4,500.00
Education and Training (Summer Planning)	\$ 800.00	\$ 4,000.00
Train the Trainer	\$ 200.00	\$ 1,000.00
Volunteer Support	\$ 150.00	\$ 750.00
Mentoring Bureau	\$ 100.00	\$ 500.00
Staff Development	\$ 200.00	\$ 1,000.00
Volunteer Orientation and Reception	\$ 150.00	\$ 750.00
Research and Performance Evaluation	\$ 3,000.00	\$ 15,000.00
Data Input	\$ 1,000.00	\$ 5,000.00
Scanable Surveys	\$ 1,000.00	\$ 5,000.00
Data Analysis	\$ 1,000.00	\$ 5,000.00
Office/Work Space	\$ 1,026.67	\$ 12,320.00
1 Office	\$ 449.17	\$ 5,390.00
Personnel Work space	\$ 577.50	\$ 6,930.00
Programming Subtotal	\$ 18,426.67	\$ 99,320.00
Total	\$ 45,583.75	\$ 425,205.00

Anticipated Funding Sources	Per Conference		Total Contribution
Division of Diversity and Community Engagement @ The University of Texas	\$	9,664.00	\$ 48,320.00
Post-Doctoral Fellow	\$	5,500.00	\$ 27,500.00
Administrative Associate	\$	1,700.00	\$ 8,500.00
Office/Work Space	\$	2,464.00	\$ 12,320.00
City of Austin	\$	1,666.67	\$ 100,000.00
Director Salary-Michael Lofton	\$	1,666.67	\$ 100,000.00
Austin Independent School District	\$	16,666.67	\$ 200,000.00
AAMB Conferences (5)	\$	12,400.00	\$ 62,000.00
Campus Community Engagement Programs (5)	\$	10,000.00	\$ 50,000.00
Personnel	\$	17,600.00	\$ 88,000.00
Total	\$	11,330.67	\$ 148,320.00
Total Costs	\$	45,583.75	\$ 425,205.00
Total Anticipated Funding Sources	\$	11,330.67	\$ 148,320.00
Total Needed	\$	34,253.08	\$ 76,885.00

***Please refer to Appendix A for Budget Rationale**

BENEFIT TO AISD:

The anticipated improvements and expansion of the African American Men and Boys Conference will not only increase enrollment of African American males, but they will allow for a more structured program focused on its stated goals to increase the academic performance of African American students. In addition, the Austin Independent School District will benefit in the following ways:

- Deliverables from the conference such as surveys and performance evaluation data can be used by teachers and school administrators to turn around low-performing schools.
- Students at low-performing schools will receive additional support and attention.
- African American students will be given an opportunity to share their personal and academic concerns with qualified professionals who can offer viable solutions.
- ASID teachers and administrators will be connected with a concerned mediator who can help close the gap between teacher and student.
- Mentors will challenge African American students to meet academic standard as set by the school district and the individual schools.
- Mentors will establish ongoing relationships with African American students for the purpose of teaching them the importance of taking responsibility for their behavior and their academic success.
- Program Directors will hold ongoing meeting with school administrators to gain a better understanding of ways the program might be of service to teachers and students.
- Program participants will be held to a standard of excellence that will require them to adjust old behaviors, establish more effective ways of communicating with parents and teachers and improving their performance in the classroom.
- Parent will be provided with a support network of professionals who can readily respond to concerns they might have regarding they child's academic performance.
- The conferences will address academic development, social and community responsibility, self-improvement and setting educational goals, each of which is in line with the AISD's mission for improving student performance.

Appendix A: Budget Rational

Personnel:

Fringe Benefits:

A portion of the personnel listed on the budget will be hired using grant monies. In accordance to university policy, personnel hired on grant money must have fringe benefits paid out of grant money in addition to the actual cost of the salaries. Fringe benefits are estimated to be 26% of the salary cost. Fringe benefits have been added to the following positions: Michael Lofton, Project Directors, Business Manager and Administrative Associate. See Salary in Budget Summary.

Michael Lofton Salary:

The salary listed under the monthly salary column represents 70% of Mr. Lofton's proposed annual salary of \$110,000 (includes benefits), which was calculated based on the estimation that Mr. Lofton will spend seventy percent of his time planning and overseeing the Conferences, community engagement activities and other related projects for AISD.

Project Directors Salary:

Two project directors have been written in the budget with an annual salary of \$40,000.00 each (\$80,000.00), the monthly salary is \$3,333.00 per director (\$6,666.00). Each director will commit 100% time to AISD for the purpose of developing the program.

Business Manager:

The Business Manager has been written into the budget with an annual salary of \$56,250.00. The monthly salary of \$2,343.50 represents a 70% commitment to AISD.

Post-Doctoral Fellow:

The Post-Doctoral Fellow will earn an annual salary of \$55,000.00. The salary represents 70% time commitment to AISD.

Graduate Research Assistant:

The program will employ two Graduate Research Assistants, who will each commit 100% of their time to AISD and the development of the program. The annual salary for two graduate research assistants is \$32,000.00 each.

Administrative Associate:

One administrative associate will be employed with an annual salary of \$29,750. This individual will commit 70% of his/her time to AISD.

Programming:

Infrastructure Building (Summer Planning):

All line items under this section represent cost per conference; there are 5 conferences scheduled for the upcoming academic year. For example: the monthly salary for a Web Page Designer is \$55.56. $\$55.56 \times 9$ (conferences) = \$500.00 which represents the annual salary for Web Page Designer. This formula applies for all items under this section.

Education and Training (Summer Planning):

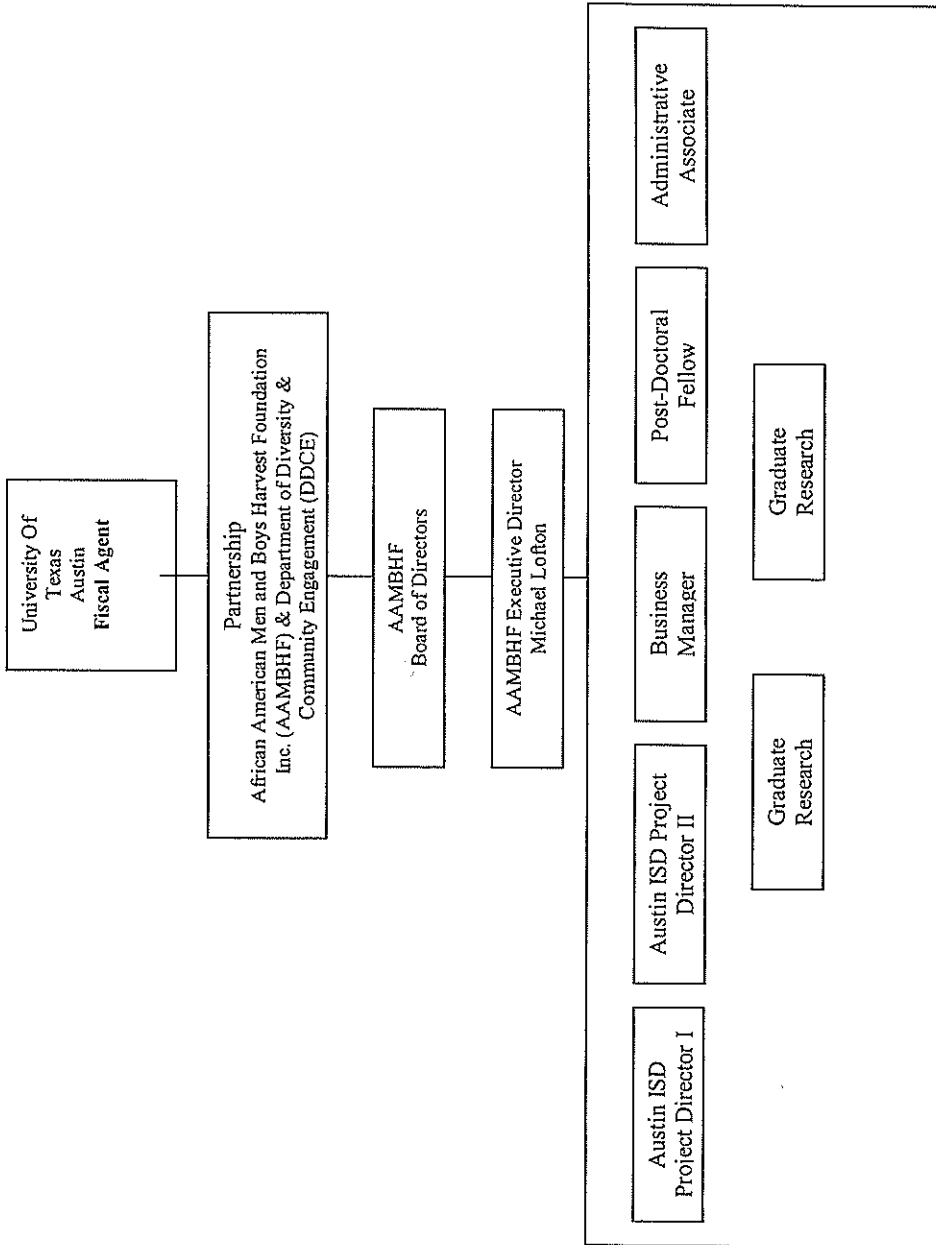
All line items under this section represent cost per conference; there are 5 conferences scheduled for the upcoming academic year. For example: the monthly salary for a train-the-trainer is \$166.67. $\$166.67 \times 9$ (conferences) = \$1,500.00 which represents the annual salary for train-the-trainer. This formula applies for all items under this section.

Research and Performance Evaluation:

Data Input: An individual will be hired at \$20.00 per hour (50 hours) to input data for a total cost of \$1,000.00. *Scanable Surveys:* 4500 scanable surveys will be purchased at for \$5000. Approximately 500 surveys will be used per conference for a total cost of \$555.56. *Data Analysis:* An individual will be hired to analyze and interpret data at \$1,111.11 per month. The annual cost is \$10,000.

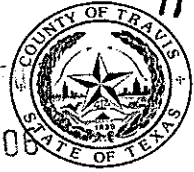
Office/Work Space: The monthly cost for one office at the rate of \$22 per square foot at 300 Sq. Ft. is \$641.67, with an annual rate of \$7,700.00. 450 Sq. Ft. has been allocate for the work space for the Conference staff at the cost of \$825.00 per month and \$9, 900.00 per year.

Organizational Chart Of Partnership between UT Austin, DDCE and African American Men and Boys Harvest Foundation Inc.



The University of Texas Department of Diversity and Community Engagement has partnered with The African American Men and Boys Harvest Foundation, Inc., to conduct The African American men and Boys Conferences / Campus Community Engagement Programs, in the Central Texas School Districts. The above outlined section under Michael Lofton, Executive Director is the proposed employees needed to achieve the goals within this partnership.

RECEIVED
COUNTY JUDGE'S OFFICE
08 SEP 12 PM 3:08



#6

PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

314 W. 11th Street
P.O. Box 1748
Austin, Texas 78767

**AGENDA ITEM #6 – BACKUP FOR SEPTEMBER 16, 2008
COMMISSIONERS COURT AGENDA**

MEMORANDUM

TO: Members of Commissioners Court
FROM: Leroy Nellis, Budget Manager
DATE: September 12, 2008
SUBJECT: Partial List of Changes After Markup

A handwritten signature in black ink, appearing to read "Leroy Nellis", written over the "FROM:" line of the memorandum.

Attached is a partial list of changes since FY 09 Budget markup. Most of these changes are self explanatory, but we are available to answer any questions. Additional changes resulting from balancing to the Fifth Revenue Estimate will be available next Tuesday after we receive the revenue estimate.

xc: Rodney Rhoades
Budget Analysts

**Sept. 16th Recommended Changes to the FY 09 Budget
Already Approved by Commissioners Court - All Funds**

Fund	Dpt	Department	Reasons	Amount				Line Item
				Gen Fund	Other Fund	Capital		
1	33	Constable - Precinct 3	Approved Non-TCSO Pops pay changes	\$ 3,724	\$ -	\$ -		001-3302-568-07-12
1	33	Constable - Precinct 3	Approved Non-TCSO Pops pay changes	\$ 231	\$ -	\$ -		001-3302-568-20-02
1	33	Constable - Precinct 3	Approved Non-TCSO Pops pay changes	\$ 399	\$ -	\$ -		001-3302-568-20-05
1	33	Constable - Precinct 3	Approved Non-TCSO Pops pay changes	\$ 50	\$ -	\$ -		001-3302-568-20-06
1	33	Constable - Precinct 3	Approved Non-TCSO Pops pay changes	\$ 54	\$ -	\$ -		001-3302-568-20-07
50	12	Information & Telecommunication	Implement FY 08 Market Salary Survey results	\$ -	\$ 18,038	\$ -		050-1260-523-07-01
50	12	Information & Telecommunication	Implement FY 08 Market Salary Survey results	\$ -	\$ 1,118	\$ -		050-1260-523-20-02
50	12	Information & Telecommunication	Implement FY 08 Market Salary Survey results	\$ -	\$ 1,932	\$ -		050-1260-523-20-05
50	12	Information & Telecommunication	Implement FY 08 Market Salary Survey results	\$ -	\$ 35	\$ -		050-1260-523-20-06
50	12	Information & Telecommunication	Implement FY 08 Market Salary Survey results	\$ -	\$ 262	\$ -		050-1260-523-20-07
Already Approved Totals				\$ 4,458	\$ 21,385	\$ -		

**Sept. 16th Recommended Changes to the FY 09 Budget
Cost Neutral Changes - All Funds**

Fund	Dpt	Department	Reasons	Amount			Line Item
				Gen Fund	Other Fund	Capital	
1	40	Counseling Center	Technical Correction to salaries	3,557	0	0	001-4020-586.07-01
1	40	Counseling Center	Technical Correction to salaries	(3,557)	0	0	001-4020-586.08-01
1	20	County Clerk	Conversion of Elections Special Project Temp to Perm FTE Business Analyst 1. One FTE increase.	0	0	0	001-2020-532.07-01
1	14	Facilities Management	Budget Correction to Child/Parent Public Defender Office	0	0	(3,350)	CAPITAL - CAR
1	55	Criminal Justice Planning	Budget Correction to Child/Parent Public Defender Office	3,350	0	0	001-5500-557.90-01
30	57	Records Mgmt. & Communic	True up on Computer Costs per ITS		1,200		030-9001-536.30-01
30	57	Records Mgmt. & Communic	Balance True up on Computer Costs against Fund Allocated Reserve		(1,200)		030-5770-536.98-92
1	59	Emergency Medical Services	Flight Nurse/Paramedic and associated budget COA xfer to Travis County	956,371			001-5910-602.07-01
1	59	Emergency Medical Services	Flight Nurse/Paramedic and associated budget COA xfer to Travis County	208,978			001-5910-602.11-01
1	59	Emergency Medical Services	Flight Nurse/Paramedic and associated budget COA xfer to Travis County	9,137			001-5910-602.12-01
1	59	Emergency Medical Services	Flight Nurse/Paramedic and associated budget COA xfer to Travis County	66,205			001-5910-602.20-02
1	59	Emergency Medical Services	Flight Nurse/Paramedic and associated budget COA xfer to Travis County	98,124			001-5910-602.20-03
1	59	Emergency Medical Services	Flight Nurse/Paramedic and associated budget COA xfer to Travis County	1,027			001-5910-602.20-04
1	59	Emergency Medical Services	Flight Nurse/Paramedic and associated budget COA xfer to Travis County	125,787			001-5910-602.20-05
1	59	Emergency Medical Services	Flight Nurse/Paramedic and associated budget COA xfer to Travis County	19,908			001-5910-602.20-06
1	59	Emergency Medical Services	Flight Nurse/Paramedic and associated budget COA xfer to Travis County	17,031			001-5910-602.20-07
1	59	Emergency Medical Services	Flight Nurse/Paramedic and associated budget COA xfer to Travis County	2,500			001-5910-602.30-01
1	59	Emergency Medical Services	Flight Nurse/Paramedic and associated budget COA xfer to Travis County	1,000			001-5910-602.30-02
1	59	Emergency Medical Services	Flight Nurse/Paramedic and associated budget COA xfer to Travis County	1,979			001-5910-602.30-13

Sept 16, 2008 2:58 PM

**Sept. 16th Recommended Changes to the FY 09 Budget
Cost Neutral Changes - All Funds**

Fund	Dpt	Department	Reasons	Amount			Line Item
				Gen Fund	Other Fund	Capital	
1	59	Emergency Medical Services	Flight Nurse/Paramedic and associated budget COA xfer to Travis County	1,500			001-5910-602.30-35
1	59	Emergency Medical Services	Flight Nurse/Paramedic and associated budget COA xfer to Travis County	2,000			001-5910-602.30-51
1	59	Emergency Medical Services	Flight Nurse/Paramedic and associated budget COA xfer to Travis County	300			001-5910-602.40-15
1	59	Emergency Medical Services	Flight Nurse/Paramedic and associated budget COA xfer to Travis County	2,200			001-5910-602.41-07
1	59	Emergency Medical Services	Flight Nurse/Paramedic and associated budget COA xfer to Travis County	1,000			001-5910-602.42-02
1	59	Emergency Medical Services	Flight Nurse/Paramedic and associated budget COA xfer to Travis County	2,000			001-5910-602.42-07
1	59	Emergency Medical Services	Flight Nurse/Paramedic and associated budget COA xfer to Travis County	2,000			001-5910-602.50-06
1	59	Emergency Medical Services	Flight Nurse/Paramedic and associated budget COA xfer to Travis County	100			001-5910-602.60-22
1	59	Emergency Medical Services	Flight Nurse/Paramedic and associated budget COA xfer to Travis County	100			001-5910-602.65-01
1	59	Emergency Medical Services	Flight Nurse/Paramedic and associated budget COA xfer to Travis County	1,000			001-5910-602.65-02
1	59	Emergency Medical Services	Flight Nurse/Paramedic and associated budget COA xfer to Travis County	3,000			001-5910-602.65-03
1	59	Emergency Medical Services	Flight Nurse/Paramedic and associated budget COA xfer to Travis County	3,000			001-5910-602.65-04
1	59	Emergency Medical Services	Flight Nurse/Paramedic and associated budget COA xfer to Travis County	(1,751,156)			001-5911-602.60-11
1	59	Emergency Medical Services	Flight Nurse/Paramedic and associated budget COA xfer to Travis County	167,020			001-5915-602.60-02
1	98	Reserves	Flight Nurse/Paramedic and associated budget COA xfer to Travis County - Balance to Allocated Reserves	57,889			001-9800-981.98-92
Already Approved Totals				\$ 3,350	\$ -	\$(3,350)	

Last Updated 9-15-08 at 5:13 pm

Sept. 16th Recommended Changes to the FY 09 Budget Other Changes - All Funds

Fund	Dpt	Department	Reasons	Amount		Line Item
				Gen Fund	Capital	
1	37	Sheriff's Department	School Resource Officer Contract Changes (Add 1 Sergeant & Eliminate 2 Deputies) - Tied to Auditor's 4th Revenue Estimate	(19,126)	0	001-3725-563.07-12
1	37	Sheriff's Department	School Resource Officer Contract Changes (Add 1 Sergeant & Eliminate 2 Deputies) - Tied to Auditor's 4th Revenue Estimate	(1,186)	0	001-3725-563.20-02
1	37	Sheriff's Department	School Resource Officer Contract Changes (Add 1 Sergeant & Eliminate 2 Deputies) - Tied to Auditor's 4th Revenue Estimate	(7,548)	0	001-3725-563.20-03
1	37	Sheriff's Department	School Resource Officer Contract Changes (Add 1 Sergeant & Eliminate 2 Deputies) - Tied to Auditor's 4th Revenue Estimate	(78)	0	001-3725-563.20-04
1	37	Sheriff's Department	School Resource Officer Contract Changes (Add 1 Sergeant & Eliminate 2 Deputies) - Tied to Auditor's 4th Revenue Estimate	(2,048)	0	001-3725-563.20-05
1	37	Sheriff's Department	School Resource Officer Contract Changes (Add 1 Sergeant & Eliminate 2 Deputies) - Tied to Auditor's 4th Revenue Estimate	(256)	0	001-3725-563.20-06
1	37	Sheriff's Department	School Resource Officer Contract Changes (Add 1 Sergeant & Eliminate 2 Deputies) - Tied to Auditor's 4th Revenue Estimate	(277)	0	001-3725-563.20-07
1	23	District Attorney	Re-budget FY08 DA Prosecutor Longevity to correct overpayment in FY09	20,000	0	001-2311-545.08-01
1	23	District Attorney	Removal of CAR Funds for Halo Gearbox overhaul ("Aviation Maint." request). Overhaul not required now until late FY 10.	0	(75,000)	CAPITAL - CAR
1	23	District Attorney	Texas Mutual Interlocal - will be in 5th revenue estimate	249,444	0	001-2381-545.07-01
1	23	District Attorney	Texas Mutual Interlocal - will be in 5th revenue estimate	3,300	0	001-2381-545.12-01
1	23	District Attorney	Texas Mutual Interlocal - will be in 5th revenue estimate	16,017	0	001-2381-545.20-02
1	23	District Attorney	Texas Mutual Interlocal - will be in 5th revenue estimate	30,192	0	001-2381-545.20-03
1	23	District Attorney	Texas Mutual Interlocal - will be in 5th revenue estimate	314	0	001-2381-545.20-04
1	23	District Attorney	Texas Mutual Interlocal - will be in 5th revenue estimate	27,669	0	001-2381-545.20-05
1	23	District Attorney	Texas Mutual Interlocal - will be in 5th revenue estimate	908	0	001-2381-545.20-06
1	23	District Attorney	Texas Mutual Interlocal - will be in 5th revenue estimate	3,746	0	001-2381-545.20-07
1	23	District Attorney	Texas Mutual Interlocal - will be in 5th revenue estimate	5,000	0	001-2381-545.30-01
1	23	District Attorney	Texas Mutual Interlocal - will be in 5th revenue estimate	500	0	001-2381-545.30-02
1	23	District Attorney	Texas Mutual Interlocal - will be in 5th revenue estimate	100	0	001-2381-545.30-13
1	23	District Attorney	Texas Mutual Interlocal - will be in 5th revenue estimate	100	0	001-2381-545.30-15
1	23	District Attorney	Texas Mutual Interlocal - will be in 5th revenue estimate	200	0	001-2381-545.41-01
1	23	District Attorney	Texas Mutual Interlocal - will be in 5th revenue estimate	3,000	0	001-2381-545.41-02
1	23	District Attorney	Texas Mutual Interlocal - will be in 5th revenue estimate	100	0	001-2381-545.41-06

Last Updated 9-15-08 at 5:13 pm

Sept. 16th Recommended Changes to the FY 09 Budget Other Changes - All Funds

Fund	Dpt	Department	Reasons	Amount		Line Item
				Gen Fund	Capital	
1	23	District Attorney	Texas Mutual Interlocal - will be in 5th revenue estimate	1,000	0	001-2381-545.42-07
1	23	District Attorney	Texas Mutual Interlocal - will be in 5th revenue estimate	500	0	001-2381-545.60-18
1	23	District Attorney	Texas Mutual Interlocal - will be in 5th revenue estimate	3,000	0	001-2381-545.60-99
1	23	District Attorney	Texas Mutual Interlocal - will be in 5th revenue estimate	14,040	0	001-2381-545.61-02
1	23	District Attorney	Texas Mutual Interlocal - will be in 5th revenue estimate	150	0	001-2381-545.61-04
1	23	District Attorney	Texas Mutual Interlocal - will be in 5th revenue estimate	4,000	0	001-2381.545.63-07
1	23	District Attorney	Texas Mutual Interlocal - will be in 5th revenue estimate	500	0	001-2381-545.65-01
1	23	District Attorney	Texas Mutual Interlocal - will be in 5th revenue estimate	150	0	001-2381-545.65-02
1	23	District Attorney	Texas Mutual Interlocal - will be in 5th revenue estimate	3,000	0	001-2381-545.65-03
1	23	District Attorney	Texas Mutual Interlocal - will be in 5th revenue estimate	2,000	0	001-2381-545.65-04
1	23	District Attorney	Texas Mutual Interlocal - will be in 5th revenue estimate	470	0	001-2381-545.65-05
1	23	District Attorney	Texas Mutual Interlocal - will be in 5th revenue estimate	1,000	0	001-2381-545.75-11
1	49	Transportation & Natural Res	Change added 15 hybrid vehicles to 7 hybrid vehicles as discussed 9/9/08		(2,937)	CAPITAL - CAR
1	49	Transportation & Natural Res	Changed funding source for 7 hybrid vehicles from CAR to CO		(84,780)	CAPITAL - CAR
1	49	Transportation & Natural Res	Changed funding source for 7 hybrid vehicles from CAR to CO		84,780	CAPITAL - CO
1	49	Transportation & Natural Res	Changed funding source for Agrilife new vehicle from CAR to CO		(27,500)	CAPITAL - CAR
1	49	Transportation & Natural Res	Changed funding source for Agrilife new vehicle from CAR to CO		27,500	CAPITAL - CO
1	Var	Various	Allocate Green Circle & Market Adjustments to Dept Budgets	1,172,541		Various
1	Var	Various	Reduce Comp Reserve Green Circle & Market Adjustment Amount	(1,178,519)		Various
1	98	Reserves	Increase Allocated Reserve for Reduced Green Circle + Mkt Cost	5,978		001-9800-981.98-92
1	Var	Various	Allocate 3% COLA to Dept Budgets	4,664,790		Various
1	Var	Various	Reduce Comp Reserve 3% COLA Amount	(4,646,687)		Various
1	98	Reserves	Decrease Allocated Reserve for Increased 3% COLA Cost	(18,103)		001-9800-981.98-92
1	Var	Various	Allocate Non-TCSO POPS Scale Increases to Depts	912,095		Various
1	Var	Various	Reduce Comp Reserve POPS Scale Increase Amount	(903,159)		001-9800-981.98-03
1	98	Reserves	Decrease Allocated Reserve for Increased Non-TCSO POPS Cost	(8,936)		001-9800-981.98-92
1	98	Reserves	Decrease Comp Reserve for StarFlight Comp Already Included	(26,613)		001-9800-981.98-03
1	98	Reserves	Above	26,613		001-9800-981.98-92
Already Approved Totals				\$360,661	\$(77,937)	



FACILITIES MANAGEMENT DEPARTMENT

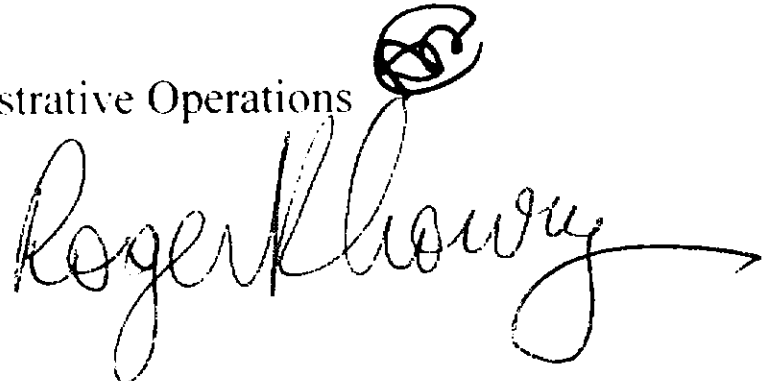
Roger A. El Khoury, M.S., P.E., Director

1010 Lavaca, Suite 400 • P.O. Box 1748, Austin, Texas 78767 • Phone: (512) 854-9661 • Fax: (512) 854-9226

MEMORANDUM

TO: The Commissioners Court

VIA: Alicia Perez, Executive Manager Administrative Operations

FROM: Roger A. El Khoury, M.S., P.E., Director 

DATE: September 10, 2008

SUBJECT: Continuation of Budget Mark-up – Exposition Center Subsidy

Facilities Management Department (FMD) requests that the Commissioners Court consider for approval the requested Five-Year Step-Down of the Exposition Center Subsidy. Through FY 08 the subsidy has been \$125,000. FMD is requesting that the subsidy be set as follows:

- \$100,000 for FY09
- \$80,000 in FY10
- \$60,000 in FY11
- \$40,000 in FY12 and finally
- \$20,000 in FY13

It is anticipated that by FY14 it will be feasible to completely eliminate the subsidy. This step down in the subsidy over a five year period will allow the marketing efforts at the Exposition Center to mature and develop additional events and the associated improved revenues.

This item was number 141b on FY 2009 Budget Agenda Worksheet. FMD will be available during the discussion of budget mark-up items for any additional questions.

COPY TO:

Alicia Perez, Executive Manager, Administrative Operations
Michael Norton, Director, Exposition Center



6

FACILITIES MANAGEMENT DEPARTMENT

Roger A. El Khoury, M.S., P.E., Director

1010 Lavaca, Suite 400 • P.O. Box 1748, Austin, Texas 78767 • Phone: (512) 854-9661 • Fax: (512) 854-9226

MEMORANDUM

TO: The Commissioners Court

VIA: Alicia Perez, Executive Manager Administrative Operations

FROM: Roger A. El Khoury, M.S., P.E., Director

DATE: September 11, 2008

SUBJECT: Continuation of Budget Mark-up – Security Staffing

Facilities Management Department (FMD) requests that the Commissioners Court consider for approval the requested additional Security Staffing. In FY07 the Security Committee recommended and the Commissioners Court authorized additional staffing to address shortfalls in coverage for day shift operations. This next phase to correct the deficiencies in coverage would add resources for evening and overnight shifts. FMD request was for four grade 8 Building Security Guards, one additional vehicle and the associated radios and uniforms.

This request has been reviewed and approved by the Security Committee. It was ranked as priority number five of the eight initiatives recommended by the committee. PBO did not recommend funding this initiative in the preliminary budget, but have indicated that they are supportive of partial funding if resources became available later in the budget process. The revised ongoing cost for the four additional staff members with benefits, supplies and uniforms would be \$145,832 based on the approved \$11.00 per hour Living Wage. FMD is withdrawing the request for an additional vehicle at this time. Total cost of the request would therefore be \$145,832.

This item was number 93 on the FY 2009 Budget Agenda Worksheet. FMD will be available during the discussion of budget mark-up items for any additional questions.

COPY TO:

Alicia Perez, Executive Manager, Administrative Operations

John Carr, Administrative Director, FMD

Michael Hemby, Chairman, Security Committee

7✓

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

03 SEP 2008 10:25 AM

Please consider the following item for:
9-16-08

03 SEP -9 PM 3:25

I. A. Request made by: Planning & Budget Office

Review and approve requests regarding grant proposals, applications, contracts, and permissions to continue, and take other appropriate actions:

- a) Approve grant contract with the Substance Abuse and Mental Health Services Administration (SAMHSA) for Juvenile Probation to enhance their existing drug court.
- b) Approve grant contract amendment with the State of Texas Office of the Attorney General for Juvenile Probation to extend the grant term to May 31, 2009 for the Court Order Parent Education Project (COPE).

Approved by:

Signature of Commissioner(s) or County Judge

- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight copies of agenda request and backup).
- B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

- _____ Additional funding for any department or for any purpose
- _____ Transfer of existing funds within or between any line item budget
- _____ Grant

Human Resources Department (854-9165)

- _____ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (854-9700)

- _____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- _____ Contract, Agreement, Policy & Procedure

TRAVIS COUNTY

9/16/2008

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE
FY 2008

*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 Amount	County Match	Indirect Costs	FTEs	Notes	Page #
Contracts								
a	45 Juvenile Drug Court Grant	9/30/2008 - 9/29/2009	\$400,000			3	1	10
b	45 Court Order Parent Education Project (COPE)	11/1/2007 - 5/31/2009	\$41,800			0.05	1	18

Notes:

- 1 PBO recommends approval.
- 2 PBO does not recommend approval
- 3 Please see PBO recommendation for more information

FY 2008 Grants Summary Report
Outstanding Grant Applications

The following is a list of grants for which application has been made and notification of award has not yet been received.

Dept	Name of Grant	Grant Amount	County Match	Local Funds (Donation)	FTEs	Cm. Ct. Approval Date
24	Formula Grant - Indigent Defense Grants Program	\$ 424,700				10/2/2007
49	Hazard Mitigation Grant for DR-1709	\$588,307	\$196,102			11/6/2007
58	Emergency Food and Shelter program (EHSP) Phase 26	\$ 104,342				12/11/2007
59	Emergency Management Performance Grant	\$ 60,215	\$ 60,215			12/21/2007
49	CAPCOG FY08 Solid Waste Enforcement	\$ 31,356				1/2/2008
45	Juvenile Accountability Block Grant (JABG)- Discretionary Funds Drug Court/In-Home Family Services Grant	\$ 177,686	\$ 19,743		0.25	1/29/2008
45	Juvenile Accountability Block Grant (JABG)- Local Funds-Juvenile Assessment Center Grant	\$ 80,889	\$ 8,988		1.5	1/29/2008
45	Victims of Crime Act (VOCA)	\$ 24,906	\$ 6,227		0.5	1/29/2008
40	Supervised Visitation and Safe Exchange Grant	\$ 133,333				2/12/2008
19	Underage Drinking Prevention Program	\$ 177,976	\$ 107,282		3	2/12/2008
23	Project Safe Neighborhoods	\$ 2,500				2/12/2008
24	Drug Diversion Court	\$ 188,474			1	2/19/2008
22	Drug Court (State) Program	\$ 187,470			2	2/19/2008
19	Family Violence Accelerated Prosecution	\$ 90,000	\$48,462		2	2/26/2008

37	TXDOT Selective Traffic Enforcement Program - FY 2009 STEP Wave	\$	19,997	\$3,816		3/4/2008
49	Commute Solutions Innovative Grant - Rideshare Incentives			\$4,500		3/4/2008
49	Commute Solutions Innovative Grant - Rideshare Website Portal			\$4,500		3/4/2008
45	Juvenile Justice and Delinquency Prevention (JJDP)-Intensive In-Home Family Services Grant	\$	28,000			3/11/2008
45	Juvenile Drug Court Grant	\$	400,000		3	3/11/2008
58	Parenting in Recovery Project	\$	489,937	\$91,203	1	3/25/2008
47	2007 Law Enforcement Terrorism Planning Program Grant	\$	106,905			3/25/2008
49	Milton Reimers Ranch Park - TPWD Urban Outdoor Recreation Grant	\$	1,000,000	\$950,000		4/1/2008
45	Access and Visitation	\$	27,527	\$2,770		4/1/2008
47	Emergency Management Performance Grant	\$	60,215	\$60,215		4/1/2008
37	SCATTF - Sheriff's Combined Auto Theft Task Force	\$	655,094	\$315,608	12	4/15/2008
58	AmeriCorps	\$	230,020	\$230,886	15	4/15/2008
20	Help America Vote Act Making Polling Places Accessible	\$	7,500			4/15/2008
20	Help America Vote Act Provide the Same Opportunity for Access and Participation to Individuals with Disabilities	\$	2,000			4/15/2008
20	Help America Vote Act Grant Texas Election Administration Management "TEAM" Compatibility Grant Award Agreement	\$	15,000			4/15/2008

37	State Criminal Alien Assistance Program - SCAAP 08	\$ 49,894,309			4/29/2008
45	Mental Health Court Expansion- Collaborative Opportunities for Positive Experiences (COPE)	\$ 200,000	\$50,434	1.5	4/29/2008
49	TCEQ LIRAP Local Initiative Projects	\$ 373,217	\$373,217		5/6/2008
58	2008 Phase XXVI Emergency Food and Shelter Program #08104	\$ 101,533			5/6/2008
58	SVCI (Seniors and Volunteers for Childhood Immunization)			\$4,000 0.25	5/6/2008
58	RSVP	\$ 61,281		0.5	5/6/2008
45	Residential Substance Abuse Treatment	\$ 109,356	\$36,452	2	5/13/2008
22	Office of Parental Representation	\$ 150,000	\$53,446	3	5/13/2008
22	Office of Child Representation	\$ 150,000	\$53,446	3	5/13/2008
37	Target - Law Enforcement Grant			\$2,000	6/10/2008
49	Del Valle Composting Grant FY09 Regional Solid Waste Grants Program	\$ 28,653			6/10/2008
17	A Cultural Resources Survey of Rural Properties in Northeast Travis County	\$ 5,000	\$5,000		6/17/2008
45	Strengthening Youth Mentoring Through Community Partnerships	\$500,000		1	6/17/2008
37	COPS FY 2008 Technology Program - Firing Range Phase II	\$350,738			6/24/2008
23	Project Safe Neighborhoods	\$117,582		1	7/1/2008
37	2008 Byrne Justice Assistance Grant (JAG)	\$70,002			7/1/2008
58	RSVP	\$61,281		0.05	8/12/2008
37	Internal Affairs Software Upgrade	\$50,000			9/2/2008
58	Veterals Employment & Training Service (Stand Down)	\$7,000		\$3,000	9/9/2008
Total Outstanding		\$ 57,544,301	\$ 2,673,512	\$68,000	48.30

4

FY 2008 Grants Approved by Commissioners Court

The following is a list of grants that have been received by Travis County since October 1, 2007

Dept	Name of Grant	Grant Amount	County Match	Local Funds (Donation)	Indirect Costs	FTEs	Approval Date	Cm. Ct.
58	AmeriCorps	\$ 230,020	\$223,358			16	10/2/2007	
37	2007 Byrne Justice Assistance Grant (JAG)	\$ 203,846					10/9/2007	
55	Travis County Mental Health Public Defenders Office	\$ 500,000	\$125,000			8	10/16/2007	
49	FY 07 HCP Land Acquisition Assistance	\$ 5,742,500	\$1,914,167				10/16/2007	
19	Family Violence Accelerated Prosecution Program	\$ 90,837	\$63,260			2	11/13/2007	
23	Project Safe Neighborhoods	\$ 95,000				1	11/13/2007	
24	Drug Diversion Court	\$ 160,041				1	11/13/2007	
45	Juvenile Assessment Center [Juvenile Accountability Block Grant (JABG)-Local Funds]	\$ 80,943	\$8,994			1	11/20/2007	
45	Drug Court/In-Home Family Services Grant [Juvenile Accountability Block Grant (JABG)-Discretionary Funds]	\$ 117,500	\$13,056				11/20/2007	
45	Juvenile Justice and Delinquency Prevention (JJDP)-Intensive In-Home Family Services Grant	\$ 41,818					11/20/2007	
22	Drug Court (State) Program	\$ 100,000				1	11/20/2007	
37	2007 State Criminal Alien Assistance Program (SCAAP)	\$1,224,221					12/4/2007	
58	DOE Weatherization Assistance Program Amendment	\$145,942					12/11/2007	
58	LIHEAP Weatherization Assistance program	\$201,192			\$ 14,837		1/2/2008	
24	Formula Grant-Indigent Defense Grants Program	\$427,700					1/15/2008	
45	Residential Substance Abuse Treatment	\$109,356	\$36,452			2	1/29/2008	
58	Parenting in Recovery Project	\$500,000	\$88,000			1	1/29/2008	
45	Court Order Parent Education Project (COPE)	\$41,800				0.5	2/19/2008	

45	Access and Visitation	\$56,958	\$5,696						
49	Travis Co. East Metropolitan Park, TPWD Project #50-00338-Amendment	\$500,000	\$500,000						2/26/2008
49	Northridge Acres Non-Border Colonia Fund Application Non-Border Colonia Fund, Texas Community Development Program, Office of Rural Community Affairs	\$250,000	\$139,980						3/4/2008
58	SVCI (Seniors and Volunteers for Childhood Immunization)	\$8,424						0.25	4/8/2008
17	Manor Historic Resources Survey	\$6,000	\$3,000				\$1,000		4/8/2008
45	National School Lunch Program/School Breakfast Program	\$240,000							4/15/2008
45	Global Youth Services Day Mini Grant	\$400							4/15/2008
58	Retired and Seniors Volunteer Program (RSVP)	\$23,800	\$23,800						4/22/2008
45	USDA School Commodities Program	\$11,665							5/20/2008
12	SAVNS Statewide Automated Victim Notification Service	\$25,817							5/20/2008
49	Hazard Mitigation Grant - Thoroughbred Farms Buyout, DR-1697-007 (original was to DR-1709)	\$588,307	\$196,102						6/10/2008
59	2006 Law Enforcement Terrorism Planning Program Grant	\$20,000							6/10/2008
58	LIHEAP Weatherization Assistance Program	\$175,646							6/24/2008
58	DOE Weatherization Assistance Program	\$132,808							6/24/2008
58	Oncor Project						\$35,896		7/15/2008
37	SCATTF - Sheriff's Combined Auto Theft Task Force	\$591,236	\$303,856					12	7/15/2008
23	Title IV-E	\$1,572,446							8/5/2008
55	Travis County Mental Health Public Defenders Office	\$375,000	\$250,000					8	8/12/2008
55	Offender Workforce Development Specialist Training Program	\$25,000							8/12/2008
58	Title IV-E Child Welfare Services	\$78,709							8/12/2008
45	Access and Visitation	\$52,248	\$5,540						8/12/2008

22	Drug Court (State) Program	\$84,420			8/12/2008
58	Comprehensive Energy Assistance Program	\$725,014			8/19/2008
58	AmeriCorps	\$230,020	\$225,977	16	8/26/2008
45	Juvenile Accountability Block Grant (JABG)-Local	\$80,889	\$8,988		8/26/2008
	Funds-Juvenile Assessment Center Grant				
49	FY08 HCP Land Acquisition Assistance	\$5,250,000	\$1,750,000	8	8/26/2008
20	Help America Vote Act Making Polling Places Accessible	\$7,500			9/2/2008
20	Help America Vote Act Provide the Same Opportunity for Access and Participation to Individuals with Disabilities	\$2,000			9/2/2008
20	Help America Vote Act Grant Texas Election Administration Management "TEAM" Compatibility Grant Award Agreement	\$15,000			9/2/2008
20	TXDOT Selective Traffic Enforcement Program - FY 2009 STEP Wave	\$19,997	\$3,816		9/2/2008
37	Juvenile Accountability Block Grant (JABG)-Discretionary Funds Drug Court/In-Home Family Services Grant	\$117,500	\$13,100	0.25	9/2/2008
45	Integrated Child Support Cooperative Agreement	\$154,322			9/2/2008
19	Underage Drinking Prevention Program	\$177,976	\$107,282	3	9/9/2008
49	TCEQ LIRAP Local Initiative Projects	\$443,326	\$443,327		9/9/2008
58	LIHEAP Weatherization Assistance Program Amendment 1	\$193,067			9/9/2008
58	DOE Weatherization Assistance Program Amendment 1	\$146,751			9/9/2008
45	Community Resource Coordinator Contract	\$69,587		1	9/9/2008
49	LIRAP Program	\$3,971,311		1.8	9/9/2008
		\$26,435,859	\$5,952,751		
			\$536,896	\$	14,837
					83.8

FY 2008 Grants Summary Report Amended Grant Applications

Dept	Name of Grant	Original Grant Amount	Amendment Amount	Total Revised	Total FTEs Associated	Cm. Ct. Approval Date
* 58	2007 Comprehensive Energy Assistance Program (CEAP)	\$ 1,145,321	\$ 17,672			10/2/2007
23	Project Safe Neighborhoods (Grant Number 07-02148)	\$ 74,251	\$ 20,000		1	2/5/2008
49	TCEQ LIRAP Grant Contract Amendment		\$ 2,088,021			5/6/2008
	3					
Total Outstanding		\$ 1,219,572	\$ 2,125,693	\$ -	1.00	

* Original Grant Column shows Beginning FY'08 Amount

FY 2008 Grants Summary Report

Permission to Continue

Name of Dept Grant	Original Grant Amount	Original County Match	Continuation Amount	Total FTEs	Cm. Ct. Original Approval Date	Cm. Ct. Approval Date for Continuation
45 Juvenile Accountability Block Grant (JABG)-Local Funds-Juvenile Assessment Center Grant	\$ 80,943	\$ 8,994		1		6/24/2008
22 Drug Court Program	\$		84,420	1		8/19/2008
24 Drug Diversion Court	\$		188,474	1		
Total Outstanding	\$ 80,943	\$ 8,994	\$ 84,420	2.00		9/9/2008

GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
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Department/Division:	Juvenile Probation Department/Assessment Services
Contact Person:	Ruthanne Shockley
Title:	Grant Coordinator
Phone Number:	(512) 854-7110

Grant Title:	Juvenile Drug Court Grant		
Grant Period:	From: 9/30/08	To: 9/29/09	
Grantor:	Substance Abuse and Mental Health Services Administration (SAMHSA)		

Check One:	New: <input type="checkbox"/>	Continuation: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	One-Time Award: <input checked="" type="checkbox"/>	Ongoing Award: <input checked="" type="checkbox"/>	
Type of Payment:	Advance: <input type="checkbox"/>	Reimbursement: <input checked="" type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	<i>County Match</i>	In-Kind	TOTAL
Personnel:	\$156,708					\$156,708
Operating:	\$235,449					\$235,449
Capital Equipment:	\$0					\$0
Indirect Costs:	\$7,843					\$7,843
Total:	\$400,000	0	0		0	\$400,000
FTEs:	3					3

Performance Measures	Projected FY 09 Measure	Progress To Date:				Projected FY 10 Measure
		12/31/08	3/31/09	6/31/10	9/30/10	
Applicable Depart. Measures						
Number of juveniles in substance abuse treatment	376	N/A	N/A	N/A	N/A	773
Total CASI's administered	1,350	N/A	N/A	N/A	N/A	1,400
Number of Drug Court Screenings	100	N/A	N/A	N/A	N/A	120
Number of youth participating in Drug Court	100	N/A	N/A	N/A	N/A	110
% of youth successfully discharged from the Drug Court Program	66%	N/A	N/A	N/A	N/A	85%
Measures For Grant						
Number and percentage of intake units using validated and reliable needs assessments	1/100%	N/A	N/A	N/A	N/A	1/100%

Of the total number of youth identified as needing substance abuse treatment, the percent identified through the screening and assessment process	100%	N/A	N/A	N/A	N/A	100%
Number of Drug Court Participants	100	N/A	N/A	N/A	N/A	110

PBO Recommendation:

Juvenile Probation is requesting Commissioners Court approval of the document to accept the award of funds from the Substance Abuse and Mental Health Services Administration (SAMHSA) to enhance the department’s existing drug court. This is the third year of a three year grant. The grant provides \$400,000 in for 3 FTE (a Mental Health Coordinator, Chemical Dependency Counselor, and a Drug Court Secretary) and operating expenses that includes contract services and urinary analysis kits.

The grant does not require a county match or require the program to be continued upon termination. PBO notes that in the event the grant is terminated, the department has indicated that they will continue to seek alternative sources of funding, but that they may request additional resources from the Commissioners Court at a later date should other alternatives not be available.

PBO recommends approval of the 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 program?

Attached is a continuation application for Substance Abuse & Mental Health Services Administration (SAMHSA) Juvenile Treatment Drug Court Grant funding. The application marks the 3rd year of a 3-year grant. The grant enhances Juvenile Probation’s established Drug Court Program and allows the court to effectively serve juveniles determined to have co-occurring mental health and substance abuse concerns. The grant funds the hiring of 3 FTE’s: a Mental Health Coordinator, Chemical Dependency Counselor, and Office Specialist. The grant also supports the cost of needed contractual services and urinalysis kits. There are no county match requirements or long-term county commitments associated with this grant.

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. The grant will fund the Drug Court Program for up to 3 years.

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 requirement.

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

The Department intends to request subsequent year continuation funding for the staff positions 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 areas of Substance Abuse Services.

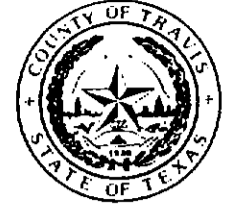
6. If this is a new program, please provide information why the County should expand into this area.

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.

The Drug Court Program will be able to increase the number of youth participating. The impact will be recognized in improved compliance to rules of probation, reductions in recidivism, and lower rates of referral to TYC.

RECEIVED



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

08 SEP - 5 PM 4:41

ESTELA P. MEDINA
Chief Juvenile Probation Officer

TRAVIS COUNTY
PLANNING & BUDGET OFFICE

ADMINISTRATIVE SERVICES
COURT SERVICES
DETENTION SERVICES
PROBATION SERVICES
RESIDENTIAL SERVICES
SUBSTANCE ABUSE SERVICES
DOMESTIC RELATIONS OFFICE
JUVENILE JUSTICE
ALTERNATIVE EDUCATION
PROGRAM

TO: Travis Gatlin, PBO
Senior Budget Analyst

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

THROUGH: R Shockley
Ruthanne Shockley
Grant Coordinator

SUBJECT: FY09 Substance Abuse and Mental Health Services Administration (SAMHSA) Juvenile Drug Court Continuation Grant

DATE: September 4, 2008

I am pleased to inform you that the Substance Abuse and Mental Health Services Administration (SAMHSA) has renewed our Juvenile Drug Court Contract Agreement. Through this contract, SAMHSA agrees to provide a total of \$400,000. This includes rollover monies for \$202,206 plus additional new monies for \$197,794.

Please review this item and place it on the **September 16th** Commissioner's Court agenda for their consideration and signature. If you have any questions, please contact me directly via email or phone (ext. 47110).

Thank you in advance for your attention to this request.

- CC: Jim Connolly
- Dede Bell
- Barbara Swift
- Gail Penney-Chapmond
- Alan Miller
- Sylvia Mendoza
- Michael Williams
- Grant File

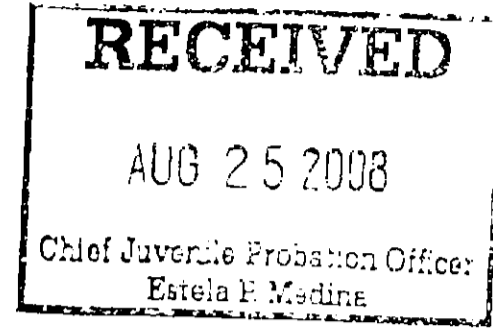


Notice of Award



Family and Juvenile Treatment Drug Courts
Department of Health and Human Services
Substance Abuse and Mental Health Services Administration
Center for Substance Abuse Treatment

Issue Date: 08/15/2008



Grant Number: 5H79TI017486-03

Program Director:
Estela P Medina

Project Title: Travis County Juvenile Treatment Drug Courts

Grantee Address	Business Address
TRAVIS COUNTY JUVENILE COURT Juvenile Probation Department 2515 South Congress Avenue Austin, TX 78704	County Judge Travis County P.O. Box 1748 Austin, TX 78767

Budget Period: 09/30/2008 – 09/29/2009

Project Period: 09/30/2006 – 09/29/2009

Dear Grantee

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$197,794 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to TRAVIS COUNTY JUVENILE COURT in support of the above referenced project. This award is pursuant to the authority of Section 509 of the PHS Act, as amended and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at www.samhsa.gov (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours

Kathleen Sample
Grants Management Officer
Division of Grants Management OPS
Substance Abuse and Mental Health Services Administration

See additional information below

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SECTION I – AWARD DATA – 5H79TI017486-03

Award Calculation (U.S. Dollars)

Salaries and Wages	\$119,369
Fringe Benefits	\$47,248
Personnel Costs (Subtotal)	\$166,617
Supplies	\$17,307
Travel Costs	\$5,359
Consortium/Contractual Cost	\$198,374
Other	\$4,500
Direct Cost	\$392,157
Indirect Cost	\$7,843
Approved Budget	\$400,000
Federal Share	\$400,000
Less Unobligated Balance	\$202,206
Cumulative Prior Awards for this Budget Period	\$0
AMOUNT OF THIS ACTION (FEDERAL SHARE)	\$197,794

SUMMARY TOTALS FOR ALL YEARS	
YR	AMOUNT
3	\$197,794

* Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

Fiscal Information:

CFDA Number: 93.243
 EIN: 1746000192A3
 Document Number: H9TI17486A
 Fiscal Year: 2008

IC	CAN	Amount
TI	C96T112	\$197,794

TI Administrative Data:

PCC: JDRUG-CR / OC: 4145

SECTION II – PAYMENT/HOTLINE INFORMATION – 5H79TI017486-03

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

SECTION III – TERMS AND CONDITIONS – 5H79TI017486-03

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
- d. The HHS Grants Policy Statement.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program Income:
Additional Costs

SECTION IV – TI Special Terms and Condition – 5H79TI017486-03

REMARKS:

This award reflects an offset in the amount of \$202,206 from 01 year funds due to programmatic reasons recommended by your project officer on July 14, 2008.

SPECIAL CONDITION(S) OF AWARD:

NONE

SPECIAL TERMS OF AWARD:

NONE

STANDARD TERMS OF AWARD:

1. Any replacement of, or substantial reduction in effort of the Program Director (PD) or other key staff of the grantee or any of the sub-recipients requires the written prior approval of the Grants Management Officer. The GMO must approve the selection of the PD or other key personnel, if the individual being nominated for the position had not been named in the approved application, or if a replacement is needed should the incumbent step down or be unable to execute the position's responsibilities. A resume for the individual(s) being nominated must be included with the request. Key staff (or key staff positions, if staff has not been selected) are listed below:

Estela Medina, Project Director @ 5% level of effort
Leasel Smith, Evaluator @ 15% level of effort
Carlos Gonzales, Clinical Director @ 35% level of effort

2. By law, none of the funds awarded can be used to pay the salary of an individual at a rate in excess of the Executive Level I, which is \$191,300 annually.

3. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to <http://samhsa.gov/grants/trafficking.aspx>.

4. Grantees must comply with the requirements of the National Historical Preservation Act and EO 13287 Preserve America. The HHS Grants Policy Statement provides clarification and uniform guidance regarding preservation issues and requirements (pages I-20, "Preservation of Cultural and Historical Resources"). Questions concerning historical preservation, please contact Mike Daniels, SAMHSA Federal Preservation Coordinator at Mike.Daniels@samhsa.hhs.gov or 240-276-0759.

5. All other previous terms and conditions remain in effect

6. All responses to special terms and conditions of award and postaward requests must be mailed to the Division of Grants Management.

The following Applies to the Last Year of the Project Period:

1. Closeout:

This grant is in the final budget period of the project. Unless a no-cost extension has been requested and approved, grant closeout documents must be submitted within 90 days of the end of the current budget period or at the end of the no-cost extension.

Documents required are as follows:

A. The Financial Status Report (FSR) Standard Form 269 (long form) is required for each 12 month period, regardless of the overall length of the approved extension period authorized by SAMHSA. In addition, a final FSR 269 is due within 90 days after the end of the extension. FSR which agrees with the Federal Cash Transaction Reports (PSC-272) submitted to the Payment Management System (PMS). The FSR may be accessed from the following website at <http://www.psc.gov/forms/sf/SF-269.pdf> and the data can be entered directly on the form and the system will calculate the figures and then print and mail to this office.

B. A listing of equipment purchased with an acquisition cost of \$5,000 or more.

C. A report of unused supplies if the total value of such supplies exceeds \$5,000.

D. A Final Progress Report typed on plain white paper which should include, at a minimum, a summarization of progress toward the achievement of the originally stated aims, a list of results (positive or negative) considered significant, and a list of publications resulting from the project as well as plans for the future publications.

An original and one copy are required. Please send all final documentation to the following address:

Closeout, Division of Grants Management
Office of Program Services, SAMHSA
1 Choke Cherry Road, Room 7-1091
Rockville, MD 20857

CONTACTS:

Holly Rogers, Program Official

Phone: (240) 276-2916 Email: holly.rogers@samhsa.hhs.gov Fax: (240) 276-2970

 Helen Zhou, Grants Specialist

Phone: (240) 276-2482 Email: helen.zhou@samhsa.hhs.gov Fax: (240) 276-2410



GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>

Department/Division:	Travis County Juvenile Probation/Domestic Relations Office 4560
Contact Person:	Alan Miller
Title:	Financial Analyst
Phone Number:	854-5628

Grant Title:	Court Order Parent Education Project (COPE)		
Grant Period:	From: 11/1/2007	To: 5/31/2009	
Grantor:	Office of the Attorney General, State of Texas		

Check One:	New: <input type="checkbox"/>	Continuation: <input type="checkbox"/>	Amendment: <input checked="" type="checkbox"/>
Check One:	One-Time Award: <input checked="" type="checkbox"/>	Ongoing Award: <input type="checkbox"/>	
Type of Payment:	Advance: <input type="checkbox"/>	Reimbursement: <input type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	<i>County Match</i>	In-Kind	TOTAL
Personnel:	0	38,000	0	0	0	38,000
Operating:	0	3,800	0	0	0	3,800
Capital Equipment:	0	0	0	0	0	0
Indirect Costs:	0	0	0	0	0	0
Total:	0	41,800	0	0	0	41,800
FTEs:	0.00	0.50	0.00	0.00	0.00	0.50

Performance Measures	Projected FY 08 Measure	Progress To Date:				Projected FY 09 Measure
		12/31/07	3/31/08	6/31/08	9/30/08	
Applicable Depart. Measures						
# of Court Settings (child Support)	1,800					1,800
# of cases with support orders	9,500					9,500
# of new c/s enforcement applications	300					300
Measures For Grant						
Parent Education training sessions	200					N/A

Auditor's Office Contract Approval: <input checked="" type="checkbox"/>	Staff Initials: _____
Auditor's Office Comments: DB	

PBO Recommendation:

Juvenile Probation is requesting Commissioners Court approval of an amendment to the grant contract with the Office of the Attorney General Governor for the Court Order Parent Education Project (COPE) in order to extend the grant term to May 31, 2009. The grant provides resources for Travis County to participate in a federal Special Improvement Project to provide orientations to parents waiting to have paternity established.

Services are provided by existing staff or contracted services. The grant does not require the service level be continued after termination of the grant cycle.

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 program?

The Office of the Attorney General (OAG), IV-D, Child Support Enforcement Program is extending the grant period of the COPE grant, approved on February 19, 2008 to May 31, 2009.

The OAG is contracting with Harris County & Travis DROs to provide orientations to parents waiting to have paternity established. The Travis County DRO would provide immediate, in-person, orientation to the legal order either before or after the order is rendered by the court. Harris County will offer the same service. This may change as the procedures are negotiated with the various IV-D courts.

The orientation program will explain the terms associated with financial support, medical support and parenting time. The project hopes to promote compliance with all aspects of the order and reduce the need for additional intervention by the child support agency, DRO or the court.

DRO anticipates using one in-house attorney and contracted attorneys to conduct the training. The project budget for the year of services for Travis County is \$41,800.

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

The Office of the Attorney General grant is for three years, the participation from Travis County is for the first year of the grant and is being extended to May 31, 2009. There is no long term funding requirement associated with 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.

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT



RECEIVED
08 SEP - 4 PM 4:45

ESTELA P. MEDINA
Chief Juvenile Probation Officer

TRAVIS COUNTY
PLANNING & BUDGET OFFICE

ADMINISTRATIVE SERVICES
COURT SERVICES
DETENTION SERVICES
PROBATION SERVICES
RESIDENTIAL SERVICES
SUBSTANCE ABUSE SERVICES
DOMESTIC RELATIONS OFFICE
JUVENILE JUSTICE
ALTERNATIVE EDUCATION
PROGRAM

TO: Travis Gatlin, PBO
Senior Budget Analyst

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

THROUGH: Alan Miller
Alan Miller
Financial Analyst

SUBJECT: FY08 Court Order Parent Education Project (COPE) Grant Contract Grant extension

DATE: August 22, 2008

The OAG is contracting with Harris County & Travis DROs to provide educational orientations to parents just before the OAG/IV-D paternity establishment dockets. The Travis County DRO provides immediate, in-person, orientation to the legal order immediately before the order is rendered by the court. Harris County will offer the same service before the legal order is rendered. The orientation program explains the terms associated with financial support, medical support and parenting time. The project hopes to promote compliance with all aspects of the order and reduce the need for additional intervention by the child support agency, DRO or the court.

The federal grant administered by the OAG is a special improvement grant which permits a great deal of flexibility to experiment in order to find the best fit for the individual circumstances of the County and the courts.

This \$41,800 grant was approved by Commissioners Court on February 19, 2008. The grant was originally scheduled to terminate on August 31, 2008, but due to unforeseen implementation delays in Travis and Harris County, the Office of Attorney General (OAG) is extending the grant period of the COPE grant to May 31, 2009.

Please review this item and place it on the September ¹⁶ 9, 2008 Commissioner's Court Agenda for their consideration and signature. If you have any questions, please give me a call at ext. 45628.

Thank you in advance for your attention to this request.

CC: Cecelia Burke
Scott Doyal
Esther Lopez
Jim Connolly
Dede Bell
Sylvia Mendoza



21



ATTORNEY GENERAL OF TEXAS
GREG ABBOTT
CHILD SUPPORT DIVISION

COPY

August 8, 2008

Ms. Cecelia Burke, Director
Travis County
Juvenile Probation Department
2515 South Congress
Austin, TX 78704

**RE: Contract between the Office of the Attorney General and
Travis County, Contract. No.: 08-C0049, Amendment One**

Dear Ms. Burke,

Attached are **two original copies** of the above referenced contract. Please have these signed where indicated and return to my attention:

Office of the Attorney General
Child Support Division, Mail Code 062
PO Box 12017
Austin, TX 78711-2017

Upon receipt of the **two signed original copies**, the documents will be routed to Alicia Key, Deputy Attorney General for Child Support for signature. After the documents have been signed by all parties, one original copy will be returned to you. If you have any questions regarding this contract, please contact me at (512) 460-6392.

Sincerely,

A handwritten signature in cursive script that reads "Sue Myers".

Sue Myers
Government Contracts

AMENDMENT NO. 1

**TO THE
CONTRACT BETWEEN THE
OFFICE OF THE ATTORNEY GENERAL OF TEXAS
AND
TRAVIS COUNTY**

OAG CONTRACT NO. 08-C0049

WHEREAS the Office of the Attorney General of the State of Texas ("OAG") entered into a contract, OAG Contract No. 08-C0049 ("Contract"), with Travis County ("Contractor") for the provision of parent education services for parents in court settings, effective November 1, 2007; and

WHEREAS the OAG and the Contractor wish to amend Article 2 in order to extend the Contract, without any change in budget amounts, for the extended term:

IT IS UNDERSTOOD AND AGREED AS FOLLOWS:

In order for the OAG to be able to extend the Contract, Article 2 is amended to read as follows (new language is underlined and removed language is struck through):

This Contract shall commence on November 1, 2007 and, unless sooner terminated as provided below, shall automatically expire on May 31, 2009 ~~August 31, 2008~~. No commitment of funds is permitted prior to the first day or subsequent to the last day of the term of this Contract.

In order for the OAG to be able to extend the Contract, Article 4, Section 4.2.1 is amended to read as follows (new language is underlined and removed language is struck through):

4.2.1 Table 1. Budget Year 2008/Budget Year 2009 (September 1, 2007 through ~~August 31, 2008~~ May 31, 2009,

Category	Amount
Salary and Fringe	\$38,000.00
Administrative costs	\$3800.00
Total	\$41,800.00

By the signing of this amendment, the parties hereto understand and agree that this amendment is hereby made a part of the Contract, as though the amendment were set forth word-for-word therein.

The Contract in all other respects is ratified and confirmed.

OFFICE OF THE ATTORNEY GENERAL

NAME OF CONTRACTOR

Alicia G. Key
Deputy Attorney General for Child Support

Honorable Sam Biscoe
Travis County Judge

Date

Date

8 ✓

Travis County Commissioners Court Agenda Request

Voting Session September 16, 2008
(Date)

Work Session _____
(Date)

I. Request:

Request made by: Alicia Perez, Executive Manager Phone # 854-9343
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney.

Requested text:

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 \$723,716.92, for the period of August 29, 2008 to September 4, 2008.

Approved by: _____
Signature of Commissioner or County Judge

II. Additional Information:

- A. Backup memorandum is attached.
- B. Affected agencies and officials.

Linda Moore-Smith	854-9170
Dan Mansour	854-9499
Susan Spataro	854-9125
Christian Smith	854-9465

RECEIVED
COUNTY CLERK'S OFFICE
08 SEP 11 AM 11:11

III. Required Authorizations: Checked if applicable:

- _____ Planning and Budget Office (854-9106)
- _____ Human Resources Management Department (854-9165)
- _____ Purchasing Office (854-9700)
- _____ County Attorney's Office (854-9415)
- _____ County Auditor's Office (854-9125)

**TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS**

DATE: September 16, 2008

TO: Members of the Travis County Commissioners Court

FROM: Dan Mansour, Risk 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: August 29, 2008 to September 4, 2008

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$723,716.92

HRMD RECOMMENDATION: The Director or Risk 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 \$723,716.92.

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
AUGUST 29, 2008 TO SEPTEMBER 4, 2008**

-

- Page 1. Detailed Recommendation to Travis County Auditor for transfer of funds.**
- Page 1a. Unavailable to Sign Document**
- Page 2. Notification of amount of request from United Health Care (UHC).**
- Page 3. Last page of the UHC Check Register for the Week.**
- Page 4. List of payments deemed not reimbursable.**
- Page 5. Journal Entry for the reimbursement.**

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: August 29, 2008
TO: September 4, 2008

REIMBURSEMENT REQUESTED:

\$ 723,716.92

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,220,190.49
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: September 9, 2008	\$ (496,473.74)
Adjust to balance per UHC	\$ -
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 723,716.92
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 723,716.92

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

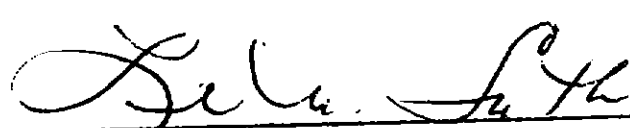
All claims over \$25,000 (0 this week totaling \$0.00) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.

Fifteen percent (15%) of all claims under \$25,000 (\$108,827.11) 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 \$175,000 stop loss limit. For claims that have exceeded the limit, it has been verified that UHC has complied with the contract. This week credits for stop loss and other reimbursements totaled \$25,586.32.

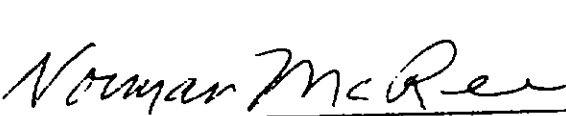
All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

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.

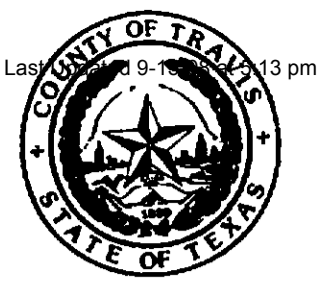
 9/8/08
Linda Moore Smith, Director Date

not available to sign
Dan Mansour, Risk Manager Date

 9/8/08
Cindy Purinton, Benefit Contract Administrator Date

 09/08/08
Norman McRee, Financial Analyst Date

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



Last Modified: 9-16-2008 1:13 pm

Human Resources Management Department

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

MEMORANDUM

Date: September 16, 2008

To: Susan Spataro, County Auditor

From: Linda Moore Smith, Director
Human Resources Management Department

Subject: Risk Manager Unavailable to Sign Recommendation for Transfer of Funds
For Period August 29, 2008 – September 4, 2008

Dan Mansour, Risk Manager, is out of the office and unavailable to sign the Recommendation for Transfer of Funds document for the period August 29, 2008 – September 4, 2008.

All appropriate reviews and audits have been performed on claims for the above period.

TO: NORMAN MCREE
 FAX NUMBER: (512) 854-3128
 PHONE: (512) 854-3828

FROM: UNITEDHEALTH GRUUP
 AE5

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2008-09-05 REQUEST AMOUNT: \$1,220,190.49

CUSTOMER ID: 00000701254
 CONTRACT NUMBER: 00701254 00709445
 BANK ACCOUNT NUMBER: 0475012038
 FUNDING ABA NUMBER: 021000021
 FREQUENCY: FRIDAY INITIATOR: CUST METHOD: ACH BASIS: BALANCE
 ADVICE FREQUENCY: DAILY

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2008-09-04	\$17,692.22
- REQUIRED BALANCE TO BE MAINTAINED:	\$1,938,718.00
+ PRIOR DAY REQUEST:	\$00.00
= UNDER DEPOSIT:	\$1,221,025.78
+ CURRENT DAY NET CHARGE:	\$99,164.71
+ FUNDING ADJUSTMENTS:	\$00.00
REQUEST AMOUNT:	\$1,220,190.49

ACTIVITY FOR WORK DAY: 2008-08-29

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$392,947.67	\$00.00	\$392,947.67
TOTAL:	\$392,947.67	\$00.00	\$392,947.67

ACTIVITY FOR WORK DAY: 2008-09-02

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$128,696.62	\$00.00	\$128,696.62

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2008_09_04

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	-170.89	NN	1790609	AH	9	9/4/2008	200	9/2/2008	9/4/2008
701254	632	-174.22	NN	1450935	A	11	9/4/2008	200	9/2/2008	9/4/2008
701254	632	-195.53	NN	1722442	AH	1	9/4/2008	200	9/2/2008	9/4/2008
701254	632	-196.32	NN	1677588	AE	5	9/4/2008	200	9/2/2008	9/4/2008
701254	632	-264.81	NN	1209992	AA	7	9/4/2008	200	9/2/2008	9/4/2008
701254	632	-277.58	NN	1738957	AF	46	9/4/2008	200	9/2/2008	9/4/2008
701254	632	-279.99	NN	1634818	AE	5	9/4/2008	200	9/2/2008	9/4/2008
701254	632	-294.52	NN	1805900	AH	8	9/4/2008	200	9/2/2008	9/4/2008
701254	632	-596.95	NN	1025319	AE	9	9/4/2008	200	9/2/2008	9/4/2008
701254	632	-599.4	Q3	36178341	AH	7	8/27/2008	50	9/3/2008	9/4/2008
701254	632	-605.31	UV	7793533	AH	5	8/27/2008	50	9/3/2008	9/4/2008
701254	632	-798	UT	83795861	AH	1	2/8/2008	50	9/4/2008	9/4/2008
701254	632	-1329.21	Q3	37821981	AH	7	8/27/2008	50	9/3/2008	9/4/2008
701254	632	-1530	NN	SSN00000C	AL	0	8/29/2008	600	9/5/2008	9/4/2008
701254	632	-2044.14	UU	78054671	AE	8	8/29/2008	50	9/5/2008	9/4/2008
701254	632	-2328.4	NN	SSN00000C	AL	0	8/28/2008	600	9/4/2008	9/4/2008
701254	632	-2875	NN	SSN00000C	AL	0	8/28/2008	600	9/4/2008	9/4/2008
701254	632	-3110.48	NN	SSN00000C	AL	0	8/29/2008	600	9/5/2008	9/4/2008
701254	632	-3514.21	NN	1736549	AE	6	9/4/2008	200	9/2/2008	9/4/2008

723,716.92

Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 09/04/2008

<i>CONTR_#</i>	<i>TRANS_AMT</i>	<i>SRS</i>	<i>CHK_#</i>	<i>GRP</i>	<i>ACCT#</i>	<i>CLAIM</i>	<i>ISS_DATE</i>	<i>TRANS_CODE</i>	<i>TRANS_DATE</i>
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Total: \$0.00

Travis County - Hospital and Self Insurance Fund (526)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 9/4/2008

TYPE	MEMBER TYPE	TRANS_AMT
CEPO		
EE	526-1145-522.45-28	51,951.84
RD	526-1145-522.45-28	73.18
RR	526-1145-522.45-29	9,991.63
Total CEPO		\$62,016.65
EPO		
EE	526-1145-522.45-20	185,048.06
RR	526-1145-522.45-21	68,346.05
Total EPO		\$253,394.11
PPO		
EE	526-1145-522.45-25	358,222.55
RR	526-1145-522.45-26	50,083.61
Total PPO		\$408,306.16
Grand Total		\$723,716.92

9

Travis County Commissioners Court Agenda Request

Voting Session 9/16/08
(Date)

Work Session _____
(Date)

I. Request made by:


Alicia Perez, Executive Manager, Administrative Operations Phone # 854-9343
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

Routine Personnel Actions

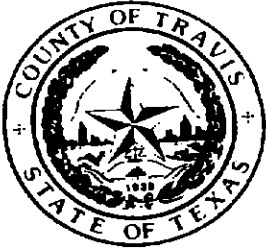
Approved by: _____
Signature of Commissioner(s) or County Judge

II. Additional Information

- A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight copies of request and backup).
- B. List all of the agencies or official names and telephone numbers that might be affected or be involved with the request. Send a copy of request and backup to each party listed.

III. Required Authorizations: Please check if applicable:

- _____ Planning and Budget Office (854-9106)
- _____ Human Resources Management Department (854-9165)
- _____ Purchasing Office (854-9700)
- _____ County Attorney's Office (854-9415)
- _____ County Auditor's Office (854-9125)



Human Resources Management Department

1010 Lavaca Street, 2nd Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-4203

September 16, 2008

ITEM # :

DATE: September 5, 2008

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

VIA: Alicia Perez, Executive Manager, Administrative Operations

FROM: Linda Moore Smith, Director, HRMD 

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 5.

If you have any questions or comments, please contact me.

LMS/LAS/clr

Attachments

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

WEEKLY PERSONNEL AMENDMENTS -- ROUTINE

NEW HIRES				
Dept.	Slot	Position Title	Dept. Requests Level/Salary	HRMD Recommends Level/Salary
HHS	49	Caseworker	15 / \$36,400.00	15 / \$36,400.00
HHS	240	Social Svcs Asst (Part-time)	11 / \$14,241.53	11 / \$14,241.53
HHS	242	Social Svcs Asst (Part-time)	11 / \$14,241.53	11 / \$14,241.53
Juvenile Court	396	Chem Dependency Counselor**	15 / Level 4 / \$37,814.40	15 / Level 4 / \$37,814.40
Juvenile Court	593	Juvenile Detention Ofcr I**	11 / Level 1 / \$26,540.80	11 / Level 1 / \$26,540.80
Juvenile Court	603	Office Specialist	10 / \$30,000.00	10 / \$30,000.00
Pretrial Services	8	Pretrial Officer I*	13 / Level 1 / \$30,388.80	13 / Level 1 / \$30,388.80
Sheriff	366	Counselor Sr	16 / Level 2 / \$38,292.80	16 / Level 2 / \$38,292.80
* Temporary to Regular			** Actual vs Authorized	

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
County Atty	20013	Office Asst	8 / \$10.10	8 / \$10.10	02
County Atty	20016	Office Asst	8 / \$10.10	8 / \$10.10	02
Juvenile Court	20120	Office Asst*	8 / \$10.10	8 / \$10.10	02
Juvenile Court	50126	Juvenile Res Trt Ofcr Asst	10 / \$11.58	10 / \$11.58	05
Juvenile Court	50307	HVAC Refrig Mechanic	15 / \$18.18	15 / \$18.18	05
TCCES	50045	Counselor	15 / \$16.23	15 / \$16.23	05
TCCES	50129	Counselor	15 / \$16.23	15 / \$16.23	05
TCCES	50138	Counselor	15 / \$16.23	15 / \$16.23	05
* Actual vs Authorized			**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).		

TEMPORARY PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS

Dept. (From)	Slot – Position Title – Salary	Dept. (To)	Slot – Position Title – Salary	Comments
County Clerk	Slot 20396 / Elec Clk – Erly Vting Deputy / Grd 7 / \$10.00	County Clerk	Slot 20313 // Elec Clk – Operations Clk II / Grd 7 / \$10.00	Election Worker Reassignment.

CAREER LADDERS – POPS

Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Sheriff	1485	Corrections Officer* / Grd 81	Corrections Officer Sr / Grd 83	\$38,737.92	\$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1742	Deputy Sheriff Law Enforcement* / Grd 72	Deputy Sheriff Sr Law Enfrcmt / Grd 74	\$47,322.91	\$51,307.98	Career Ladder. Peace Officer Pay Scale (POPS).

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS

Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
District Atty	Slot 43 / Attorney VI / Grd 28 / Part-time \$43,820.83	District Atty	Slot 239 / Attorney VI / Grd 28 / Part-time \$43,820.83	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
District Atty	Slot 205 / Attorney IV* / Grd 26 / \$75,043.82	District Atty	Slot 43 / Attorney IV* / Grd 26 / \$75,043.82	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Medical Examiner	Slot 22 / Office Specialist Sr / Grd 12 / \$35,869.14	Sheriff	Slot 733 / Office Specialist Sr / Grd 12 / \$35,869.14	Lateral transfer. Employee transferred to different slot, same position, different department, same pay grade, retains current pay.

* Actual vs Authorized

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
PBO	Slot 3 / Budget Analyst Sr / Grd 22 / \$69,585.17	PBO	Slot 3 / Budget Analyst Sr / Grd 22 / \$73,064.41	Salary adjustment. Pay is between midpoint and max of pay grade.
PBO	Slot 6 / Budget Analyst Sr / Grd 22 / \$72,378.82	PBO	Slot 6 / Budget Analyst Sr / Grd 22 / \$74,556.00	Salary adjustment. Pay is between midpoint and max of pay grade.
PBO	Slot 11 / Budget Analyst Sr / Grd 22 / \$70,758.37	PBO	Slot 11 / Budget Analyst Sr / Grd 22 / \$74,296.19	Salary adjustment. Pay is between midpoint and max of pay grade.
PBO	Slot 17 / Exec Mgr – PIng / Budg Succession / Grd 32 / Part-time \$58,706.86	PBO	Slot 17 / Exec Mgr – PIng / Budg Succession / Grd 32 / Full-time \$130,459.69	Status change from part-time to full-time (18 hrs to 40 hrs).
Sheriff	Slot 651 / Security Coord / Grd 12 / \$28,392.00	Sheriff	Slot 431 / Cadet / Grd 80 / \$33,750.91	Promotion. Transition from Classified Pay Scale to Peace Officer Pay Scale (POPS) Step 1.
Sheriff	Slot 660 / Security Coord / Grd 12 / \$27,573.10	Sheriff	Slot 316 / Cadet / Grd 80 / \$33,750.91	Promotion. Transition from Classified Pay Scale to Peace Officer Pay Scale (POPS) Step 1.
Sheriff	Slot 1669 / Security Coord / Grd 12 / \$28,392.00	Sheriff	Slot 1403 / Cadet / Grd 80 / \$33,750.91	Promotion. Transition from Classified Pay Scale to Peace Officer Pay Scale (POPS) Step 1.
* Actual vs Authorized				

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AD HOC CLASSIFICATION CHANGE							
		Current			HRMD Recommends		
Dept.	Slot #	Auth Position Title / Position #	FLSA	Pay Grade	Position Title / Position #	FLSA	Pay Grade
Facilities Management	77 (Vacant)	Administrative Associate / 14506	NE	14	Human Resources Spec I / 18XXX	E	18
Department requested in order to meet departmental needs. PBO has confirmed funding.							

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

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Sarah Eckhardt, Commissioner, Pct. 2

Gerald Daugherty, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4

**TRAVIS COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

Voting Session: SEPTEMBER 16, 2008

I. A. Request made by: DANNY HOBBY/EXECUTIVE MANAGER EMERGENCY SERVICES
Phone #: 854-4416
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested topic: CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING COMPENSATION ITEMS REGARDING THE TRANSITION OF STAR FLIGHT EMPLOYEES TO COUNTY EMPLOYEES:

- A. AUTHORIZE HRMD TO CREATE THIRTEEN (13) SLOTS TO BE FILLED WITH BOTH STAR FLIGHT TRANSFER PERSONNEL AND NEW HIRES;
- B. AUTHORIZE HRMD TO WAIVE THE 30-DAY WAITING PERIOD FOR STAR FLIGHT TRANSFER PERSONNEL TO BE ELIGIBLE FOR HEALTH, DENTAL, LIFE, DISABILITY AND FLEXIBLE SPENDING ACCOUNT BENEFITS, EFFECTIVE OCTOBER 1, 2008;
- C. AUTHORIZE STAR FLIGHT TRANSFER PERSONNEL TO RECEIVE FY09 COST OF LIVING ADJUSTMENT WHEN IT IS IMPLEMENTED FOR OTHER COUNTY CLASSIFIED EMPLOYEES;
- D. AUTHORIZE COUNTY AUDITOR TO PAY STAR FLIGHT TRANSFER PERSONNEL AND CURRENT PERSONNEL LONGEVITY ON THEIR ANNIVERSARY OF EMPLOYMENT WITH THE CITY OF AUSTIN, WITH AN ADJUSTMENT TO DETERMINE AMOUNT DUE BASED ON LAST RECEIPT OF STABILITY PAY FROM THE CITY OF AUSTIN IN DECEMBER, 2007;
- E. APPLY TRAVIS COUNTY POLICIES, CHAPTER 10, SECTIONS 10.043, 10.044, 10.0451, 10.0452, 10.0454 RELATED TO VACATION, SICK, FMLA, HOLIDAYS, PERSONAL HOLIDAYS, ETC. TO STAR FLIGHT TRANSFER PERSONNEL; AND
- F. APPROVE ORDER AMENDING CHAPTER 10 TO ADD SECTION 10.04515 PAID TRANSFERRED VACATION LEAVE.

C. Approved by: _____
Signature of Commissioner or Judge

II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).

B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)
_____ Additional funding for any department or for any purpose

_____ Transfer of existing funds within or between any line item
_____ Grant

Human Resources Department (854-9165)

_____ Change in your department's personnel (reorganization, restructuring etc.)

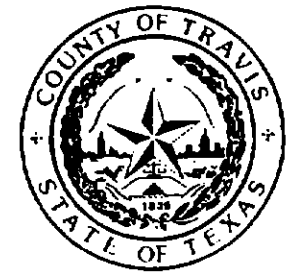
Purchasing Office (854-9700)

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

_____ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 12:00pm on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.



EMERGENCY SERVICES

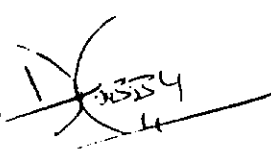
DANNY HOBBY, EXECUTIVE MANAGER
P.O.Box 1748 , AUSTIN, TEXAS 78767
(512) 854-4416, FAX (512) 854-4786

*Emergency Management
Pete Baldwin, Emergency Mgmt.
Coordinator*

*Fire Marshal
Brad Beauchamp, Interim Fire
Marshal*

MEMORANDUM

*Medical Examiner
Dr. David Dolinak*

To: Travis County Commissioners Court
From: Danny Hobby, Executive Manager Emergency Services 
Date: September 8, 2008
Subject: Compensation Items for the Transition of STAR Flight Employees to County Employees

*STAR Flight
Casey Ping, Program Manager*

In October 2007, the Court authorized the Executive Manager of Emergency Services to conduct a business planning process for the STAR Flight program. During the last 11 months, the business planning process has looked at all aspects of the STAR Flight program, reviewed historical information and developed new visions and directions for the program. These changes were put into a multi-phase timeline projected over the next three fiscal years and presented to the Court. Subsequently, the Court approved several steps necessary to begin the initial implementation of the first phase in FY09 and the funding is currently in the preliminary budget.

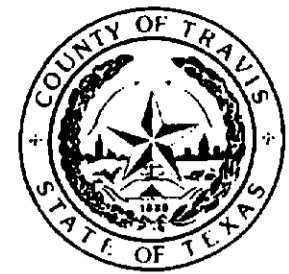
One proposed change was related to the oversight and direct management of the STAR Flight program. Travis County currently pays 100% of the direct costs associated with STAR Flight, and through the business planning process, it was determined the program would be more effective if Travis County had direct control over the entire STAR Flight program and staff.

On July 1, 2008 the Court authorized the Executive Manager of Emergency Services to begin discussions with Travis County HRMD, and the Director of Emergency Services at the City of Austin, about the transition of all employees involved in the STAR Flight program to Travis County. Discussions and meetings have now taken place with both and centered around the development of job descriptions, advertisement of new positions, and the transitioning issues with moving medical staff from employment by the City to employment by the County. Court was provided a status memorandum regarding the transitioning employees on September 2, 2008 (See Attachment "A"). On September 8, 2008, both City HR and County HRMD met with the transition employees for any last questions or concerns.

Based on the above Court actions and implementation steps outlined above, it is requested that the Court consider and take appropriate action on the following compensation items regarding the transition of the STAR Flight employees to County employees:

- A. Authorize HRMD to create slots for thirteen (13) positions that will be filled with both STAR Flight transfer personnel and new hires for these positions;**
See Attachment “B” for complete breakdown of this motion.
- B. Authorize HRMD to waive the 30-day waiting period for STAR Flight transfer personnel to be eligible for health, dental, life, disability and flexible spending account benefits, effective October 1, 2008;**
See Attachment “B for complete breakdown of this motion.
- C. Authorize STAR Flight transfer personnel to receive FY09 cost of living adjustment when it is implemented for other county classified employees ;**
The Court has tentatively approved a 3% COLA for Travis County employees. This authorization would allow STAR Flight transfer personnel to be eligible to receive any COLA finally approved for County employees when it is implemented for other county employees.
- D. Authorize County Auditor to pay STAR Flight transfer personnel and current county personnel longevity on the anniversary of their employment with City of Austin, with an adjustment to determine amount due based on last receipt of stability pay from City of Austin in December, 2007;**
This authorization will allow both STAR Flight transition personnel and current STAR Flight county employees to receive longevity pay, based on Travis County calculations, on their anniversary of employment with the County or the City of Austin, and an amount prorated based on last receipt of stability pay from the City of Austin in December, 2007. (The purpose of Stability Pay at the City of Austin is comparable to that of Longevity Pay at the County.)
- E. Apply Travis County policies, Chapter 10, Sections 10.043, 10.044, 10.0451, 10.0452, 10.0453, and 10.0454 related to vacation, sick, FMLA, holidays, etc. for transfer employees to STAR Flight transfer personnel.**
When the transition of employees from City of Austin to Travis County occurred several years ago, the then Court expressed the philosophy that the employees who were required to change employers should be in no worse situation in relation to their benefit accruals than if they had continued working for the City—and in no better position as a result of the move.
STAR Flight transition personnel would be able to move over sick and vacation balances that would be in accordance with Travis County policies related to transfer employees. STAR Flight transition personnel would assume FMLA, holidays, etc. that current county employees have available to them as benefits.
- F. Approve Order amending Chapter 10 to add section 10.04515 paid transferred vacation leave; and**
When the initial policies for transfer employees were prepared, maximum vacation accrual limits by the City were the same as those at Travis County. Since that time the City has increased that maximum. To address the additional accruals now allowed by the City of Austin and to attempt to prevent employees from being in no

worse benefit situation than if their employer had not changed without providing an additional benefit, section 10.04515 paid transferred vacation leave is proposed. There are two versions that differ only in (c). The first is recommended by management for ease of administration even though it may result in some additional benefit to employees. The second version is completely consistent with the philosophical directions previously given by the court when these earlier sections were drafted.



EMERGENCY SERVICES

DANNY HOBBY, EXECUTIVE MANAGER
P.O.Box 1748 , AUSTIN, TEXAS 78767
(512) 854-4416, FAX (512) 854-4786

*Emergency Management
Pete Baldwin, Emergency Mgmt.
Coordinator*

*Fire Marshal
Brad Beauchamp, Interim Fire
Marshal*

MEMORANDUM

*Medical Examiner
Dr. David Dolinak*

To: Travis County Commissioners Court

From: Danny Hobby, Executive Manager Emergency Services

*STAR Flight
Casey Ping, Program Manager*

Date: September 2, 2008

Subject: Status of Transition of STAR Flight Employees to County Employees

On July 1, 2008, the Commissioners Court authorized the Executive Manager Emergency Services to begin discussions with Travis County HRMD, and the Director of Emergency Medical Services at the City of Austin, about the transition of all employees involved in the STAR Flight Program to Travis County.

Discussions have been held with Ernie Rodriquez, the City of Austin EMS Director, Linda Moore Smith, County HRMD Director, the employees, City of Austin and County Retirement representatives, County Auditor's Office, County Attorney's Office, and Karen Sharp, Interim Human Resources Director at the City of Austin and her staff.

Ernie Rodriquez, the City of Austin EMS Director, has indicated that he is agreeable to the transition.

County HRMD has reviewed and prepared the job descriptions, compared the market salary information with current salaries paid to STAR flight employees by the City, and other relevant compensation matters, including the treatment of stability/longevity pay and cost of living adjustments.

The benefits provided by the City of Austin have been compared to the benefits available to the affected employees at the County. These include rate of accruing sick leave, vacation, holidays, personal days, and the transition of currently accrued leave from the City to County. All but one of the issues associated with the leave transition are addressed in current county personnel policies. The remaining issue arises from a change in the maximum accrual currently allowed by the City of Austin which is 175 hours more than the county and more than the City of Austin will compensate on termination. The Court must determine how this additional time will be treated.

The compensation and benefits issues have been discussed with the employees. Based on this information, all but one of the STAR Flight employees have indicated that they are interested in

transferring to county employment. The City of Austin has indicated to the employee desiring to stay with the City that a position will be made available to them.

City HR has reviewed the expected plan and indicated that the City of Austin will treat the transition as a termination of the affected employees, paying them for accruals based on the City of Austin personnel policies.

Currently, it is anticipated that this matter will be ready for presentation to the Commissioners Court on September 16, 2008. It is hoped that it will be possible to approve a transition effective October 1, 2008 at that time.

All of the proposed details, including a revision of the personnel policies to address the additional accruals, will be ready for presentation at that time.



Human Resources Management Department

1010 Lavaca, 2nd Floor

● P.O. Box 1748

● Austin, Texas 78767

● (512) 854-9165 / FAX (512) 854-4203

MEMORANDUM

DATE: September 16, 2008

TO: Members of the Commissioners Court
Danny Hobby, Executive Manager, Emergency Services

FROM: Linda Moore Smith, Director, Human Resources Management Department

SUBJECT: STAR Flight City of Austin Transfer Personnel and New Hires

CC: Alicia Perez, Executive Manager, Administrative Operations

A. AUTHORIZE HRMD TO CREATE THIRTEEN (13) SLOTS TO BE FILLED WITH BOTH STAR FLIGHT TRANSFER PERSONNEL AND NEW HIRES

In accordance with the 14-digit account information provided in the FY 09 Travis County Position Changes List (Released by PBO), HRMD has necessary information to create the thirteen (13) new slots, effective October 1, 2008, as identified below.

STAR Flight Job Titles	STAR Flight Transfers/New Personnel New Slots	Pay Grades
Flight Paramedic	5	21
Flight Nurse RN	6	23
District Commander	1	25
Division Commander	1	28
Total	13	

Job Titles, Pay Grades, FLSA Designations, Job Descriptions

HRMD completed an analysis of each job title; and, confirms that the pay grades represented in this document are based on the market value of comparable knowledge, skills and abilities required to perform each position's duties and responsibilities.

Flight Paramedic and Flight Nurse RN Job Titles – Job Descriptions for these titles, which include Pay Grades and FLSA designations, were approved by the Commissioners Court on August 5,

2008. The Court's action authorized the department and HRMD to initiate the job posting process to allow for hiring on or shortly after the October 1, 2008. The job vacancies were posted on July 28, 2008.

District Commander and Division Commander Job Titles – Job titles, Pay Grades, and FLSA designations for these titles have been confirmed by HRMD; and, will appear as routine items on the September 23, 2008 Personnel Amendments. Pending completion of the County specific job descriptions, the STAR Flight personnel will continue to perform the duties and responsibilities as defined in their respective City of Austin job descriptions.

Effective October 1, 2008, the STAR Flight job titles will be added to the County's official Classified Job Title Listing.

Base Pay Compensation – Pay Determination Guide

The department assessed the skill set of each STAR Flight employee, in accordance with the County's Pay Determination Guide. The base pay levels are comprised of each employee's current salary and the EMT skill based pay received at the City of Austin. Skill based pay will not be compensated as supplemental pay at Travis County, since the skill is a job requirement.

In accordance with Travis County Policy, Chapter 10, §10.03002 General Overview for Determining Pay Policy, STAR Flight transfer employees whose base pay is less than 10% above midpoint of assigned pay grades will appear as routine personnel actions. Those whose base pay is greater than 10% above midpoint will appear as non-routine items.

HTE System Process Schedule – Creation of New Slots

HRMD will work with the department to ensure that all slots are created for personnel actions to be effective 10/1/08. The slots cannot be created before the FY 09 Budget is loaded into the HTE System. FY 08 Year-end Closeout and FY 09 start-up tasks will require strict adherence to the processing schedule as outlined on the next page.

Critical Dates	Tasks
<ul style="list-style-type: none"> ● 09/09/08 thru 09/30/08 	Department Collects/Completes New Hire Paperwork
<ul style="list-style-type: none"> ● 10/01/08 	HRMD Creates 13 New STAR Flight Transfer Slots in HTE System
<ul style="list-style-type: none"> ● 10/01/08 thru 10/09/08 	Department Enters PAFs Into HTE by 4:00 p.m.
<ul style="list-style-type: none"> ● 10/06/08 	Personnel Attend Regular Monday NEO
<ul style="list-style-type: none"> ● 10/10/08 	Personnel Attend Special Friday NEO

*New Employee Orientation, e.g. benefits enrollment, etc.

HRMD supports Motions B. through F. The intent of each motion is to allow STAR Flight transfer employees, as much as possible, an uninterrupted transition into the Travis County workforce as regular employees. For reasons cited in the department's STAR Flight Transition Business Plan, these actions will allow for enhanced efficiencies and effectiveness in the management, administration and delivery of STAR Flight services.

Should you have questions, please contact Linda Moore Smith at 4-9170

ORDER AMENDING
CHAPTER 10, PERSONNEL POLICIES AND PROCEDURES
FOR ALL COUNTY EMPLOYEES

OF THE TRAVIS COUNTY
POLICIES, PROCEDURES, AND REGULATIONS MANUAL

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Pursuant to Sections 1.0051 and 1.0052 of the Travis County Code, the Commissioners Court makes the following order:

1. The following Section 10.04515 is added at the end of section 10.0451 in Chapter 10 of this Code in the form attached to this order.

Date of Order: _____

TRAVIS COUNTY COMMISSIONERS COURT

Samuel T. Biscoe, County Judge

Ron Davis
Commissioner, Precinct 1

Sarah Eckhardt
Commissioner, Precinct 2

Gerald Daugherty
Commissioner, Precinct 3

Margaret Gómez
Commissioner, Precinct 4

Management Recommendation

§ 10.04515 Paid Transferred Vacation Leave

- (a) The purpose of this section is to provide a means by which a *transfer employee* who has not been paid for the vacation leave accrued while an employee at the City of Austin may retain the right to be away from work with pay for up to the amount of time for which the employee would have been eligible for additional paid vacation as an employee of the City of Austin.
- (b) A *transfer employee* shall receive a credit to paid transferred vacation leave for all of the vacation leave accrued while an employee at the City of Austin for which the employee was not paid on termination.
- (c) A *transfer employee* must exhaust all personal holiday, holiday, compensatory and vacation leave earned and accrued as a county employee before using any paid transferred vacation leave. *Full-time* and *part-time transfer employees* shall be eligible to use paid transferred vacation leave upon employment with the county. *Transfer employees* may use paid transferred vacation leave in one hour increments.
- (d) Travis County will extend employee benefits to a *transfer employee* while he/she remains on paid transferred vacation leave. A *transfer employee* who is on paid transferred vacation leave accrues:
 - (1) Vacation leave,
 - (2) Sick leave,
 - (3) Longevity,
 - (4) Merit review service, and
 - (5) Retirement service.
- (e) *Transfer employees* must obtain approval from their supervisor, before using transfer vacation leave. *Full-time* and *part-time transfer employees* shall be eligible to use paid transferred vacation leave upon employment with the county.
- (f) *Transfer employees* may use paid transferred vacation leave for two years after the date on which the *transfer employee* became a county employee. The right to use paid transferred vacation leave expires two years after the date on which the *transfer employee* became a county employee.
- (g) Upon *separation*, a transfer employee shall not be compensated for paid transferred vacation leave.

Consistent with Prior Court Philosophy

§ 10.04515 Paid Transferred Vacation Leave

- (a) The purpose of this section is to provide a means by which a *transfer employee* who has not been paid for the vacation leave accrued while an employee at the City of Austin **may** retain the right to be away from work with pay for up to the amount of time for which the employee would have been eligible for additional paid vacation as an employee of the City of Austin.
- (b) A *transfer employee* shall receive a credit to paid transferred vacation leave for all of the vacation leave accrued while an employee at the City of Austin for which the employee was not paid on termination.
- (c) A *transfer employee* must exhaust all unpaid transferred vacation leave and vacation leave earned and accrued as a county employee before using any paid transferred vacation leave. *Full-time* and *part-time transfer employees* shall be eligible to use paid transferred vacation leave upon employment with the county. *Transfer employees* may use paid transferred vacation leave in one hour increments.
- (d) Travis County will extend employee benefits to a *transfer employee* while he/she remains on paid transferred vacation leave. A *transfer employee* who is on paid transferred vacation leave accrues:
 - (1) Vacation leave,
 - (2) Sick leave,
 - (3) Longevity,
 - (4) Merit review service, and
 - (5) Retirement service.
- (e) *Transfer employees* must obtain approval from their supervisor, before using transfer vacation leave. *Full-time* and *part-time transfer employees* shall be eligible to use paid transferred vacation leave upon employment with the county.
- (f) *Transfer employees* may use paid transferred vacation leave for two years after the date on which the *transfer employee* became a county employee. The right to use paid transferred vacation leave expires two years after the date on which the *transfer employee* became a county employee.
- (g) Upon *separation*, a transfer employee shall not be compensated for paid transferred vacation leave.



TRAVIS COUNTY PURCHASING OFFICE

Cyd V. Grimes, C.P.M., Purchasing Agent

314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

11

Cyd V. Grimes 9/8/08

Approved by: _____

Voting Session: Tuesday, September 16, 2008

REQUESTED ACTION: APPROVE CONTRACT AWARD FOR GILLELAND CREEK TRAIL, PHASE II, IFB NO. B080169-JW, TO THE LOW BIDDER, EBC CONSTRUCTION, LLC. (TNR)

Points of Contact:

Purchasing: Jason G. Walker

Department: (TNR), Joe Gieselman, Executive Manager; Steve Manilla, P.E.; Roger Schuck, P.E.

County Attorney (when applicable): Chris Gilmore

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro, Jose Palacios

Other:

08 SEP 10 AM 9:06
TRAVIS COUNTY PURCHASING OFFICE

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes.
- This contract will require the contractor to provide all labor and materials necessary for the construction of an extension of the hike and bike trail along Pflugerville East Road (Pecan St.), from NE Metro Park to Immanuel Road in Northeast Travis County. The design and construction costs of this project are completely funded through the following sources: 1.) an Advance Funding Agreement with the Texas Department of Transportation (TxDot), and 2.) funds received from Capital Metro Build Central Texas.
- Subject IFB opened on July 16, 2008, with ten (10) bids received in response to the solicitation. The low bidder is EBC Construction, LLC, with a Base Bid amount of \$534,727.50, and an Add Alternate of \$59,074.00.

TNR is recommending, and Purchasing concurs with TNR for the award of a contract for both the Base Bid amount and Add Alternate, totalling \$593,801.50, to the low bidder, EBC Construction, LLC.

- **Contract Expenditures:** Within the last 12 months \$0.00 has been spent against this contract.

Not applicable

➤ **Contract-Related Information:**

Award Amount: \$593,801.50 (Estimated quantity)
Contract Type: Construction
Contract Period: 120 days after issuance of notice-to-proceed

➤ **Contract Modification Information:**

Modification Amount: \$0.00 (Firm Amount) (Add'l. comments)
Modification Type: N/A
Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: 14 Responses Received: 10
HUB Information: Vendor is a HUB % HUB Subcontractor: 4.64%

➤ **Special Contract Considerations:**

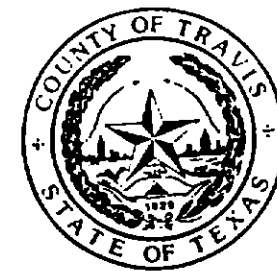
- Award has been protested; interested parties have been notified.
- Award is not to the lowest bidder; interested parties have been notified.
- Comments:

➤ **Funding Information:**

- Purchase Requisition in H.T.E.: 424755
- Funding Account(s): 488-4945-631-8165
- Comments:

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified X Not Verified by Auditor.



*Jason
7.30.08
MB*

TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 W. 13th St.
Eleventh Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4626

MEMORANDUM

DATE: July 29, 2008
TO: Marvin Brice, Assistant Purchasing Agent
FROM: *Steve Manilla*, TNR Public Works Director
SUBJECT: Award Construction Contract
Gilleland Creek Hike and Bike Trail Phase II
IFB No. B080169-JW, Contract No. 08F00169JW

PROCEM DIV
TRAVIS COUNTY
JUL 29 PM 3:42
PURCHASING
OFFICE

The following information is for your use in preparing an agenda item to award the subject construction contract. **Note that this is a federally funded project.**

Proposed Motion:

Consider and take appropriate action on a request to award a construction contract for the Gilleland Creek Hike and Bike Trail Phase II, in Precinct 2.

Summary and Staff Recommendation:

On July 16, 2008 Travis County received bids from ten (10) vendors in response to the rebid of IFB No. B080026 - JW. The bids ranged from \$593,801.50 to \$1,267,284.66 for the base bid plus alternate bid items. This is the second bidding of this project. All bids on the initial offering were rejected because they were all greater than 18% above the engineer's estimate. The engineer's estimate for the revised design used for the current solicitation was \$583,189.25 and the low bid is approximately 2% above the engineer's estimate.

This project will provide an extension of the hike and bike trail along Pflugerville East Road (Pecan St) from NE Metro Park to Immanuel Road in Northeast Travis County. Construction and design costs are funded under an Advanced Funding Agreement with TxDot.

TNR has reviewed the bids and recommends award to EBC Construction, LLC. Due to federal funding requirements the Purchasing Department must provide TxDoT with a complete set of the bid proposals and get their approval before awarding a construction contract.

Budgetary and Fiscal Impact:

A total of \$726,380.00 is currently budgeted and available in account 488-4945-631-8165 for this project. Of this amount \$501,104.00 is from a Texas Department of transportation grant and the remaining \$225,276.00 is Capital Metro Build Central Texas grant allocations.

The Trail is funded by an Advanced Funding Agreement with TxDOT as Project No. STP 2005 (78) MM and CSJ NO. 0914-04-199 and requires TxDOT approval to award a construction contract to the apparent low bidder EBC Construction, LLC for \$593,801.50, which includes the alternate add bid items. TNR's redesign of the trail resulted in a cost reduction of \$138,050.00 for this project.

\$593,801.50 is encumbered on requisition number 424755 and the commodity/sub-commodity codes are 968/100.

Required Authorizations:

County Attorney's Office: Christopher Gilmore

Purchasing Office: Cyd Grimes

attachment: Bid Tabulation

RS:SM:rs

CC: Sean O'Neal, PBO
Jason Walker, Purchasing
Brunilda Cruz, TNR
Roger Schuck, TNR

IFB No. B080169-JW
 Gilleland Creek Trail, Phase II

III. Bid Requirements
 B. Bid Proposal

BASE BID – GILLELAND CREEK TRAIL, PHASE II

BASE BID							
Bid Item	Spec. Item No.	Bid Quan.	Unit	Tech Spec	Description with Unit Price in Words	Unit Price	Amount
1.	100	15.00	STA	E-02	Preparing Right-of-Way for the sum of EIGHT HUNDRED _____ Dollars and NO _____ Cents per Station.	\$ 800.00	\$ 12,000
2.	110	3,167.00	CY	E-01	Excavation (Roadway) for the sum of FIVE _____ Dollars and NO _____ Cents per Cubic Yard.	\$ 5.00	\$ 15,835.00
3.	132	9,216.00	CY	E-01	Embankment (Final) (Ord Comp) (Ty B) for the sum of NINE _____ Dollars and FIFTY _____ Cents per Cubic Yard.	\$ 9.50	\$ 87,552.00
4.	164	24,455.00	SY	E-01	Broadcast Seeding (Perm) (Urban) (Clay), complete in-place for the sum of NO _____ Dollars and TWELVE _____ Cents per Square Yard.	\$ 0.12	\$ 2,934.60
5.	168	122.00	MG	E-01	Vegetative Watering for the sum of TWENTY-NINE _____ Dollars and TWENTY _____ Cents per thousand gallons.	\$ 29.20	\$ 3,562.40
6.	169	1,515.00	SY	E-01	Soil Retention Blanket (CL 1) (TY C) complete in-place for the sum of TWO _____ Dollars and FIFTY _____ Cents per Square Yard.	\$ 2.50	\$ 3,787.50
7.	260	9,485.00	SY	E-01	Compacted Subgrade (8" Min) complete in-place for the sum of TWO _____ Dollars and NO _____ Cents per Square Yard.	\$ 2.00	\$ 18,970.00

IFB No. B080169-JW
 Gilleland Creek Trail, Phase II

III. Bid Requirements
 B. Bid Proposal

BASE BID							
Bid Item	Spec. Item No.	Bid Quan.	Unit	Tech Spec	Description with Unit Price in Words	Unit Price	Amount
8.	423	312.00	SF	E-01	Retaining Wall (Conc. Block), complete in-place for the sum of <u>FORTY - FIVE</u> _____ Dollars and <u>NO</u> _____ Cents per Square Foot.	\$ 45.00	\$ 14,040.00
9.	432	19.00	CY	E-01	Riprap (Stone) (Type R) (Dry) (18") for the sum of <u>ONE - HUNDRED NINETY</u> _____ Dollars and <u>NO</u> _____ Cents per Cubic Yard.	\$ 190.00	\$ 3,610.00
10.	450	468.00	LF	E-01	Pedestrian Rail (PRD-05, Type F), complete in-place for the sum of <u>SEVENTY</u> _____ Dollars and <u>NO</u> _____ Cents per Linear Foot.	\$ 70.00	\$ 32,760.00
11.	460	26.00	LF	E-01	CMP (Gal Stl 36"), complete in-place for the sum of <u>SEVENTY - FIVE</u> _____ Dollars and <u>NO</u> _____ Cents per Linear Foot.	\$ 75.00	\$ 1,950.00
12.	464	28.00	LF	E-01	RC Pipe (CL III) (18 in), complete in-place, including Excavation and Backfill for the sum of <u>FORTY - FOUR</u> _____ Dollars and <u>NO</u> _____ Cents per Linear Foot.	\$ 44.00	\$ 1,232.00
13.	464	170.00	LF	E-01	RC Pipe (CL III) (24 in), complete in-place, including Excavation and Backfill for the sum of <u>FIFTY - THREE</u> _____ Dollars and <u>NO</u> _____ Cents per Linear Foot.	\$ 53.00	\$ 9,010.00
14.	467	2.00	EA	E-01	SET (Type II) (18") (RCP) (3:1), complete in-place for the sum of <u>ONE THOUSAND</u> _____ Dollars and <u>NO</u> _____ Cents per Each.	\$ 1,000.00	\$ 2,000.00

IFB No. B080169-JW
Gilleland Creek Trail, Phase II

III. Bid Requirements
B. Bid Proposal

BASE BID							
Bid Item	Spec. Item No.	Bid Quan.	Unit	Tech Spec	Description with Unit Price in Words	Unit Price	Amount
15.	467	10.00	EA	E-01	SET (Type II) (24") (RCP) (3:1), complete in-place for the sum of <u>ONE THOUSAND TWO HUNDRED</u> Dollars and <u>NO</u> Cents per Each.	\$ 1,200.00	\$ 12,000.00
16.	467	2.00	EA	E-01	SET (Ty II) (36") (CMP) (3:1), complete in-place for the sum of <u>ONE THOUSAND FOUR HUNDRED</u> Dollars and <u>NO</u> Cents per Each.	\$ 1,400.00	\$ 2,800.00
17.	479	2.00	EA	E-01	Adjust Manhole (San. Sewer) and all other appurtenances for the sum of <u>ONE THOUSAND FOUR HUNDRED</u> Dollars and <u>NO</u> Cents per Each.	\$ 1,400.00	\$ 2,800.00
18.	500	1.00	LS	E-01	Mobilization for the sum of <u>EIGHT THOUSAND FIVE HUNDRED</u> Dollars and <u>NO</u> Cents per Each.	\$ 8,500.00	\$ 8,500.00
19.	502	4.00	MO	E-01	Barricades, Signs, and Traffic Handling for the sum of <u>ONE THOUSAND EIGHT HUNDRED FIFTY</u> Dollars and <u>NO</u> Cents per Each.	\$ 1,850.00	\$ 7,400.00
20.	506	185.00	LF	E-01	Rock Filter Dams (Install) (Type I), complete in-place for the sum of <u>SEVENTEEN</u> Dollars and <u>NO</u> Cents per Linear Foot.	\$ 17.00	\$ 3,145.00
21.	506	6,010.00	LF	E-01	Temporary Sediment Control Fence complete in-place for the sum of <u>ONE</u> Dollars and <u>SEVENTY</u> Cents per Linear Foot.	\$ 1.70	\$ 10,217.00

IFB No. B080169-JW
 Gilleland Creek Trail, Phase II

III. Bid Requirements
 B. Bid Proposal

BASE BID							
Bid Item	Spec. Item No.	Bid Quan.	Unit	Tech Spec	Description with Unit Price in Words	Unit Price	Amount
22.	531	7,909.00	SY	E-01	Concrete Sidewalk (5"). complete in-place for the sum of <u>THIRTY-FOUR</u> _____ Dollars and <u>NO</u> _____ Cents per Square Yard.	\$ 34.00	\$ 268,906.00
23.	644	23.00	EA	E-01	Ins Small Rd Sn Sup&Am Ty 10BWG(1)SA(P) for the sum of <u>FOUR HUNDRED</u> _____ Dollars and <u>NO</u> _____ Cents per Each.	\$ 400.00	\$ 9,200.00
24.	666	12.00	LF	E-01	Refl Pav Mrk Ty I (W) 12" (Std) (090 MIL) for the sum of <u>FORTY-THREE</u> _____ Dollars and <u>NO</u> _____ Cents per Linear Foot.	\$ 43.00	\$ 516.00

TAX EXEMPT COSTS \$ 165,105.43

Tax-exempt costs are the total cost of materials incorporated into the project or completely consumed at the job site and services required by or integral to the performance of the Contract.

NON-TAX EXEMPT COSTS \$ 369,622.07

Non-Tax exempt costs are all other charges, including the cost of labor, overhead, and materials, which do not become part of the project or are not completely consumed at the job site.

NOTE: The sum of the tax exempt and non-tax exempt costs must equal the Total Amount bid.

Base Bid Total Amount \$ 534,727.50
 (Items 1 thru 24)

IFB No. B080169-JW
 Gilleland Creek Trail, Phase II

III. Bid Requirements
 B. Bid Proposal

ADD ALTERNATE 1 – GILLELAND CREEK TRAIL, PHASE II

ADD ALTERNATE 1 BID							
Bid Item	Spec. Item No.	Bid Quan.	Unit	Tech Spec	Description with Unit Price in Words	Unit Price	Amount
25.	110	310.00	CY	E-01	Excavation (Roadway) for the sum of <u>FIVE</u> _____ Dollars and <u>NO</u> _____ Cents per Cubic Yard.	\$ 5.00	\$ 1,550.00
26.	260	1,576.00	SY	E-01	Compacted Subgrade (8" Min) complete in-place for the sum of <u>TWO</u> _____ Dollars and <u>FIFTY</u> _____ Cents per Square Yard.	\$ 2.50	\$ 3,940.00
27.	531	1,576.00	SY	E-01	Concrete Sidewalk (5"), complete in-place for the sum of <u>THIRTY - FOUR</u> _____ Dollars and <u>NO</u> _____ Cents per Square Yard.	\$ 34.00	\$ 53,584.00

TAX EXEMPT COSTS

\$ 20,510.57

Tax-exempt costs are the total cost of materials incorporated into the project or completely consumed at the job site and services required by or integral to the performance of the Contract.

NON-TAX EXEMPT COSTS

\$ 38,563.43

Non-Tax exempt costs are all other charges, including the cost of labor, overhead, and materials, which do not become part of the project or are not completely consumed at the job site.

NOTE: The sum of the tax exempt and non-tax exempt costs must equal the Total Amount bid.

Add Alternate 1 Total Amount
 (Items 25 thru 27)

\$ 59,074.00

Total Bid
 (Base Bid and Add Alternate 1)

\$ 593,801.50

IFB No. B080169-JW
Gilleland Creek Trail, Phase II

III. Bid Requirements
B. Bid Proposal

The undersigned acknowledges receipt of the following addenda:

Addenda # 1

Bidder: EBC CONSTRUCTION, LLC

By: Ronnie Duencz

Title: Estimator

Mailing Address: 14831 Bois D'Arc Lane # 4
Manor TX 78653

Street Address: " "

Phone: 512-278-9000

Note: Following listed Abbreviations used for proposed units:

- | | | | |
|------------------|------------------|-----------------------|--------------------------|
| CY = Cubic Yard | LF = Linear Foot | STA = Stations | EACH = Each item or unit |
| AC = Acre | EA = Each | SY = Square Yards | HMAC = Hot Mix Asphaltic |
| GAL = Gallon | LS = Lump Sum | LBS = Pounds | TONS = Tons |
| SF = Square Feet | MO = Month | MG = Thousand Gallons | |

01/15/09

Gilleland Hike and Bike Trail

Bid Item	Item No	Description	Units	Quantity	Engineer's Estimate			EBC Construction LLC			Austin Filter System			RGM Constructors, LP		
					Unit Price	Cost		Unit Price	Cost		Unit Price	Cost		Unit Price	Cost	
1	100 0502	PREP ROW	STA	15	\$800.00	\$ 12,000.00		\$800.00	\$12,000.00		\$550.00	\$8,250.00		\$1,200.00	\$18,000.00	
2	110 0501	EXCAVATION (RDWY)	CY	3,167	\$4.90	15,515.61		\$5.00	\$15,835.00		\$7.00	\$22,169.00		\$5.00	\$15,835.00	
3	132 0509	EMBANK (DENS CONT) (TY C) (CL 3)	CY	9,216	\$3.00	27,692.97		\$9.50	\$87,552.00		\$5.00	\$46,080.00		\$5.00	\$46,080.00	
4	164 0514	Broadcast Seeding (Perm) (Urban) (Clay)	SY	24,455	\$2.10	51,273.33		\$0.12	\$2,934.60		\$1.00	\$24,455.00		\$0.20	\$4,891.00	
5	168 0501	VEGETATIVE WATERING	MG	122	\$10.74	1,309.88		\$29.20	\$3,562.40		\$10.00	\$1,220.00		\$30.00	\$3,660.00	
6	169 0503	SOIL RET BLNKT (CL 1) (TY C)	SY	1,515	\$1.12	1,689.23		\$2.50	\$3,787.50		\$2.00	\$3,030.00		\$1.60	\$2,424.00	
7	260	Compacted Subgrade	SY	9,485	\$2.00	18,970.00		\$2.00	\$18,970.00		\$1.00	\$9,485.00		\$2.50	\$23,712.50	
8	423	Retaining Wall	SF	312	\$50.00	15,600.00		\$45.00	\$14,040.00		\$45.00	\$14,040.00		\$40.00	\$12,480.00	
9	432	Riprap (Stone) Ty R 18"	CY	19	\$250.00	4,750.00		\$190.00	\$3,610.00		\$100.00	\$1,900.00		\$160.00	\$3,040.00	
10	450	Pedestrian Rail (PRD-05, Ty F)	SY	468	\$33.33	15,598.44		\$70.00	\$32,760.00		\$92.00	\$43,056.00		\$100.00	\$46,800.00	
11	460	CMP 36"	LF	26	\$2.40	62.35		\$75.00	\$1,950.00		\$120.00	\$3,120.00		\$75.00	\$1,950.00	
12	464	RC Pipe CL III 24"	LF	28	\$70.00	1,960.00		\$44.00	\$1,232.00		\$110.00	\$3,080.00		\$65.00	\$1,820.00	
13	464	RC Pipe CL III 24"	LF	170	\$70.00	11,900.00		\$53.00	\$9,010.00		\$60.00	\$10,200.00		\$77.00	\$13,090.00	
14	467	SET Ty II 18" RCP 3:1	EA	2	\$200.00	400.00		\$1,000.00	\$2,000.00		\$700.00	\$1,400.00		\$600.00	\$1,200.00	
15	467	SET Ty II 24" RCP 3:1	EA	10	\$1,500.00	15,000.00		\$1,200.00	\$12,000.00		\$640.00	\$6,400.00		\$750.00	\$7,500.00	
16	467	SET Ty II 36" RCP 3:1	EA	2	\$3,000.00	6,000.00		\$1,400.00	\$2,800.00		\$900.00	\$1,800.00		\$1,100.00	\$2,200.00	
17	479	Adj Manhole San	EA	2	\$1,000.00	2,000.00		\$1,400.00	\$2,800.00		\$1,600.00	\$3,200.00		\$800.00	\$1,600.00	
18	500 0501	MOBILIZATION	LS	1	\$25,000.00	25,000.00		\$8,500.00	\$8,500.00		\$50,000.00	\$50,000.00		\$37,000.00	\$37,000.00	
19	502 0501	BARRICADES, SIGNS AND TRAF HANDLE	Mo	4	\$3,160.00	12,640.00		\$1,850.00	\$7,400.00		\$580.00	\$2,320.00		\$1,000.00	\$4,000.00	
20	5005 0501	ROCK FILTER DAMS (TY 1)	LF	185	\$14.11	2,611.26		\$17.00	\$3,145.00		\$29.00	\$5,365.00		\$32.00	\$5,920.00	
21	5249 0501	TEMP SEDMT CONT FENCE	LF	6,010	\$2.60	15,626.00		\$1.70	\$10,217.00		\$1.80	\$10,818.00		\$2.50	\$15,025.00	
22	531 0502	CONCRETE SIDEWALKS	SY	7,909	\$35.00	276,815.00		\$34.00	\$268,906.00		\$38.00	\$300,542.00		\$37.00	\$292,633.00	
23	644 0501	SMALL RD SD SGN ASSM (TY 10BWG)1, SA, P	EA	23	\$252.31	5,803.13		\$400.00	\$9,200.00		\$460.00	\$10,580.00		\$400.00	\$9,200.00	
24	666 0506	REFL PAV MKR TY I (W) (12") (SLD)	LF	12	\$0.65	7.86		\$43.00	\$516.00		\$58.00	\$696.00		\$15.00	\$180.00	
						Total Base Bid	\$ 1,452,592.92		\$534,727.50		\$583,206.00		\$583,206.00		\$583,206.00	
						% increase			1.4%						8.1%	
25	110 0501	EXCAVATION (RDWY)	CY	310	\$0.17	52.70		\$5.00	\$1,550.00		\$11.00	\$3,410.00		\$4.00	\$1,240.00	
26	260	Compacted Subgrade	SY	1,576	\$0.24	382.10		\$2.50	\$3,940.00		\$1.00	\$1,576.00		\$2.00	\$3,152.00	
27	531 0502	CONCRETE SIDEWALKS	SY	1,576	\$35.00	55,160.00		\$34.00	\$53,584.00		\$30.00	\$47,280.00		\$40.00	\$63,040.00	
						ADD Alternate 1	\$ 55,596.32		\$ 59,074.00		\$ 52,266.00		\$ 67,432.00		\$ 67,432.00	

Base plus Alt No.1 \$ 583,189.25 \$ 593,801.50 \$ 635,472.00 \$ 637,672.50

Math error correction

Gilleland Hike and Bike Trail

Bid Item	Item No	Description	Units	Quantity	The Barr Co			Prism Develop., Inc.			Myers Concrete						
					Unit Price	Cost		Unit Price	Cost		Unit Price	Cost					
1	100 0502	PREP ROW	STA	15	\$890.12	\$13,351.80		\$1,000.00	\$15,000.00		\$580.00	\$8,700.00					
2	110 0501	EXCAVATION (RDWY)	CY	3,167	\$16.44			\$29.00			\$21.00	\$66,507.00					
3	132 0509	EMBANK (DENS CONT) (TY C) (CL 3)	CY	9,216	\$20.16			\$25.59			\$30.00	\$276,480.00					
4	164 0514	Broadcast Seeding (Perm)(Urban) (Clay)	SY	24,455	\$0.29			\$0.40			\$0.80	\$19,564.00					
5	168 0501	VEGETATIVE WATERING	MG	122	\$29.60			\$25.00	\$3,050.00		\$37.00	\$4,514.00					
6	169 0503	SOIL RET BLNKT (CL 1) (TY C)	SY	1,515	\$1.52			\$1.71			\$3.60	\$5,454.00					
7	260	Compacted Subgrade	SY	9,485	\$2.08			\$3.84			\$1.20						
8	423	Retaining Wall	SF	312	\$25.21			\$48.00	\$14,976.00		\$30.00	\$9,360.00					
9	432	Riprap (Stone) Ty R 18"	CY	19	\$71.67			\$101.37	\$1,926.03		\$120.00	\$2,280.00					
10	450	Pedestrian Rail (PRD-05, Ty F)	SY	468	\$129.92			\$110.00	\$51,480.00		\$122.00	\$57,096.00					
11	460	CMP 36"	LF	26	\$351.75			\$189.00	\$4,914.00		\$140.00	\$3,640.00					
12	464	RC Pipe CL III 24"	LF	28	\$205.19			\$185.00	\$5,180.00		\$100.00	\$2,800.00					
13	464	RC Pipe CL III 24"	LF	170	\$105.52			\$115.00	\$19,550.00		\$120.00	\$20,400.00					
14	467	SET Ty II 18" RCP 3:1	EA	2	\$902.27			\$480.00	\$960.00		\$1,082.00	\$2,164.00					
15	467	SET Ty II 24" RCP 3:1	EA	10	\$792.81			\$1,045.00	\$10,450.00		\$1,410.00	\$14,100.00					
16	467	SET Ty II 36" RCP 3:1	EA	2	\$1,790.78	\$3,581.56		\$2,075.00	\$4,150.00		\$6,100.00	\$12,200.00					
17	479	AdJ Manhole San	EA	2	\$2,638.10			\$1,295.00	\$2,590.00		\$1,370.00	\$2,740.00					
18	500 0501	MOBILIZATION	LS	1	\$42,212.57	\$42,212.57		\$33,357.00	\$33,357.00		\$60,258.00	\$60,258.00					
19	502 0501	BARRICADES, SIGNS AND TRAF HANDLE	Mo	4	\$1,172.49	\$4,689.96		\$1,750.00	\$7,000.00		\$800.00	\$3,200.00					
20	5005 0501	ROCK FILTER DAMS (TY 1)	LF	185	\$18.47	\$3,416.95		\$14.00	\$2,590.00		\$28.00	\$5,180.00					
21	5249 0501	TEMP SEDMT CONT FENCE	LF	6,010	\$2.34			\$2.76	\$16,587.60		\$2.00	\$12,020.00					
22	531 0502	CONCRETE SIDEWALKS	SY	7,909	\$37.93	\$299,083.27		\$55.00	\$434,995.00		\$69.00	\$545,721.00					
23	644 0501	SMALL RD SD SGN ASSM (TY 10BWG)1. SA. P	EA	23	\$305.05	\$6,916.15		\$195.00	\$4,485.00		\$185.00	\$4,255.00					
24	666 0506	REFL PAV MRK TY I (W) (12") (SLD)	LF	12	\$48.85	\$586.20		\$13.95	\$167.40		\$8.00	\$96.00					
							47.3%						118.0%				
							Total Base Bid										
										\$106,986.00							
										\$							

25	110 0501	EXCAVATION (RDWY)	CY	310	\$16.44	\$5,096.40		\$35.00	\$10,850.00		\$21.00	\$6,510.00					
26	260	Compacted Subgrade	SY	1,576	\$2.10	\$3,309.60		\$6.00	\$9,456.00		\$1.20	\$1,891.20					
27	531 0502	CONCRETE SIDEWALKS	SY	1,576	\$38.31	\$60,376.56		\$55.00	\$86,680.00		\$69.00	\$108,744.00					
					ADD AT			\$	\$106,986.00		\$	\$117,145.20					
								\$			\$	\$					
								\$	\$1,116,869.52		\$	\$	\$	\$	\$	\$	\$1,267,284.66

Math error correction

TRAVIS COUNTY
Account Balance Inquiry

Account number : 488-4945-631.81-65
 Fund : 488 PFLUGERVILLE HIKE/BIKE
 Department : 49 TNR (TRANS & NATRL RESRC)
 Division : 45 PARK SERVICES
 Activity basic : 63 COMM-ECON DEV (PKS & REC)
 Sub activity : 1 PITD (PARKS)
 Element : 81 CAPITAL OUTLAY
 Object : 65 PURCH SVC INFRASTRUCTR SW

Original budget	0	
Revised budget	650,092	05/29/2008
Actual expenditures - current	500.00	
Actual expenditures - ytd	7,500.00	
Unposted expenditures00	
Encumbered amount00	
Unposted encumbrances00	
Pre-encumbrance amount	593,801.50	
Total expenditures & encumbrances:	601,801.50	92.6%
Unencumbered balance	48,290.50	7.4

F5=Encumbrances **F7=Project data** **F8=Misc inquiry**
F10=Detail trans **F11=Acct activity list** **F12=Cancel** **F24=More keys**

TRAVIS COUNTY
Pre-Encumbrance Detail

Account number: 488-4945-631-81.65
CAPITAL OUTLAY / PURCH SVC INFRASTRUCTR SW
Position to Requisition number _____
or Po number _____

Type selections, press Enter.

1=Select

Opt	Requisition Number	Purchase Order	Amount	Year	Project
-	0000424755		593,801.50	2008	M00488

F12=Cancel

PURCHASE REQUISITION NBR: 0000424755
 STATUS: AUDITOR APPROVAL
 REASON: 53936 PARK CIP TO ENCUMBER PENDING AWARD
 DATE: 11/02/07
 DELIVER BY DATE: 11/02/07

REQUISITION BY: BRUNILDA CRUZ 854-7679
 SHIP TO LOCATION: TNR ADMIN - 11TH FLR

SUGGESTED VENDOR: EBC CONSTRUCTION LLC
 SUGGESTED VENDOR: EBC CONSTRUCTION LLC
 UNIT COST 1.0000
 EXTEND COST 564111.43
 QUANTITY UOM 564111.43 DOL

29690.07 DOL 1.0000 29690.07
 REQUISITION TOTAL: 593801.50

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	AMOUNT
1	48849456318165	M00488	564111.43
		FY00 PFL HIKE AND BIKE	
2	48849456318165	M00488	29690.07
		FY00 PFL HIKE AND BIKE	

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

20071102 RT
 12/17/07 SENT BACK.GMC
 7/29/08 SENT BACK.GMC

1 CONSTRUCTION SERVICES FOR GILLELAND CREEK TRAIL, PHASE II HIKE AND BIKE TRAIL PROJECT.
 PHASE II - 12 FT WIDE OF PFLUGERVILLE ALONG THE SOUTH SIDE OF PFLUGERVILLE ROAD EAST. APPROX. 7,350 LINEAR FEET.

 COMMODITY: PUBLIC WORKS/CONSTRUCTION
 SUBCOMMOD: SIDEWALK NEW CONSTRUCTION

2 5% RETAINAGE
 COMMODITY: PUBLIC WORKS/CONSTRUCTION
 SUBCOMMOD: RETAINAGE SIDEWALK CONST

STATE OF TEXAS §

COUNTY OF TRAVIS §

**CONTRACT FOR CONSTRUCTION PROJECT of Gilleland Creek Trail, Phase II
BETWEEN TRAVIS COUNTY AND EBC CONSTRUCTION, LLC**

This Agreement is made and entered into this day by and between Travis County, Texas, (hereinafter referred to as the "County") and EBC Construction, LLC, (hereinafter referred to as the "Contractor") and shall be binding upon their respective executors, administrators, heirs, successors or assigns.

WHEREAS, the County desires to enter into a contract for the construction of **Gilleland Creek Trail, Phase II** in Travis County, Texas, in accordance with applicable state and federal regulations and conforming to the Contractors' Notice of Construction, Bid Proposal, Specifications and Plans marked **Gilleland Creek, Trail Phase II** (IFB No. B080169-JW), all of which are hereby incorporated by reference as if fully copied and set forth herein at length;

WHEREAS, the Contractor has been engaged in and now does comparable work and represents that he/she is fully equipped, competent and capable of performing the above desired and outlined work, and is ready and willing to perform such work in accordance with all provisions of the above mentioned documents, Specifications and the Plans marked IFB NO. B080169-JW.

NOW THEREFORE, in consideration of the County's promise to pay the amount below as totaled in the Bid Proposal hereto attached and made part of this Contract, the Contractor agrees to do at his own proper cost and expense all the work necessary for the construction of, **Gilleland Creek Trail, Phase II** in Travis County, Texas, in accordance with the provisions of the aforementioned Contractors' Notice of Construction, the Bid Proposal as awarded by the Commissioners Court, the Specifications and Plans marked (IFB NO. B080169-JW), and the terms, conditions and provisions of this Contract, to the satisfaction of the Executive Manager of the Transportation and Natural Resources Department of Travis County, Texas.

1. Entire Agreement. This contract document, the Contractor's Notice of Construction, the Bid Proposal, and the Specifications and Plans marked (IFB NO. B080169-JW) including all Exhibits and Attachments thereto represent the entire and integrated Contract between the County and the Contractor and supersede all prior negotiations, representations, or agreements, either oral or written.

2. Completion of Project. The said Contractor further agrees to be available for work within ten (10) working days, and to complete the work within 120 working days, after receiving a written "Notice to Proceed," approved by the Executive Manager, the County Purchasing Agent, and the FHWA Division Administrator. The Contractor warrants that the completed project shall be adequate for the purposes intended.

3. Consideration. Travis County, Texas, in consideration of the full and true performance of the work by said Contractor in accordance with this Contract, hereby agrees and binds itself to

DRAFT

pay to said Contractor the total contract amount of \$593,801.50, consisting of \$185,616.00 for materials to be incorporated into the Project or completely consumed at the job site and services required by or integral to the performance of this Contract and \$408,185.50 for all other charges, including the cost of other services, overhead, materials which do not become part of the finished project or are reusable, and machinery or equipment and its accessory, repair, or replacement parts, and in the manner provided for, within thirty (30) days from the receipt of an acceptable invoice.

4. Choice of Law/Venue. This contract shall be construed according to the laws of the State of Texas and the United States of America. The performance for this Contract shall be in Travis County, and venue for any action will lie in Travis County, Texas.

5. Delinquent Taxes. Notwithstanding anything to the contrary herein, if Contractor is delinquent in payment of taxes within Travis County at the time of invoicing, Contractor hereby assigns any payments to be made for service rendered under this Contract to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

6. Amendment. This Contract may be amended only by written instrument signed by both the County and the Contractor and subject to the approval of the FHWA Division Administrator. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT OF THE COUNTY.

7. Notice.

7.1 Manner. Any notice to be given under this Contract shall be in writing and may be effected by personal delivery, by hand delivery through a courier or a delivery service, or by registered or certified mail, postage prepaid, return receipt requested, addressed to the proper party, at the following address:

COUNTY:

Cyd Grimes, C.P.M. (or successor)
Travis County Purchasing Agent

Hand Delivery:

314 W. 11th St., Ste. 400
Austin, Texas 78701

Registered or Certified Mail (Return receipt requested):

P. O. Box 1748
Austin, Texas 78767

Copy To:

Joseph Gieselman, Executive Manager (or successor)
Travis County Transportation and Natural Resources Department

P.O. Box 1748
Austin, Texas 78767

CONTRACTOR:

Name of Company: EBC Construction, LLC
Address: 14831 Boise D' Arc Lane, #4;
Manor, TX 78653
Contact: Robert Tomlinson
Title: Vice-President

7.2 Effect. Notice by personal delivery or hand delivery shall be deemed effective immediately upon delivery, provided notice is given as required by Subsection 7.1 hereof. Notice by registered or certified mail shall be deemed effective 3 days after deposit in a U.S. mailbox or U.S. Post Office.

7.3 Change of Address. Either party hereto may change its address by giving notice as provided herein.

8. Forfeiture of Contract.

8.1 Forfeiture. Contractor must forfeit all benefits of the Contract and County must retain all performance by Contractor and recover all consideration or the value of all consideration paid to Contractor pursuant to the Contract if:

8.1.1. Contractor was doing business at the time of submitting its bid or had done business during the 365 day period immediately prior to the date on which its bid was due with one or more Key Contracting Persons listed in Exhibit A to the Ethics Affidavit which is attached to IFB No. B080169-JW and incorporated by reference therein as Exhibit A (both contained in Attachment 4 thereto); or

8.1.2 Contractor does business with a Key Contracting Person after the date on which the bid that resulted in this Contract is submitted and prior to full performance of this Contract.

8.2 Definition. "Is Doing Business" or "Has Done Business" mean:

8.2.1 paying or receiving in any calendar year any money or other valuable thing which is worth more than Two Hundred Fifty Dollars (\$250.00) in the aggregate in exchange for personal services or purchase of any property interest, either real or personal, either legal or equitable, or

8.2.2 loaning or receiving a loan of money, services or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than Two Hundred Fifty Dollars (\$250.00) in the aggregate in a calendar year;

8.2.3 but does not include any retail transaction for goods or services sold to a Key Contracting Person at a posted, published or marked price available to the general public.

8.3 Waiver. The forfeiture provisions of this Contract imposed pursuant to the Travis County Ethics Policy may be waived in whole or in part by the Travis County Commissioners Court.

9. Contract Construction.

9.1 Gender and Number. Words of any gender in this Contract shall be construed to include the other, and words in either number shall be construed to include the other, unless the context in this Contract clearly requires otherwise.

9.2 Headings and Titles. Headings and titles at the beginning of this Contract, including all Exhibits and Attachments hereto, have been included only to make it easier to locate the subject matter covered by that part, section or subsection and shall not be used in construing this Contract.

9.3 Computation of Time. Whenever any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that Travis County has declared a holiday for its employees, these days may be omitted from the computation. All hours stated in this Contract are stated in Central Standard Time or in Central Daylight Savings Time, as applicable. Contractor may obtain a copy of Travis County's holiday schedule from the Purchasing Agent.

9.4 Interpretation. Provisions, words, phrases, and Texas statutes and regulations, whether incorporated by actual use or reference into this Contract, including all Exhibits and Attachments hereto, shall be construed in accordance with Chapters 311 and 312 of the Texas Government Code. Provisions, words, phrases, and federal statutes and regulations, whether incorporated by actual use or reference, shall be applied to this Contract, including all Exhibits and Attachments hereto, in accordance with applicable federal regulations and guidelines.

10. Severability. The provisions of this Contract are severable. If any clause, sentence, provision, paragraph, or article of this Contract, including the Exhibits and Attachments hereto, or the application of this Contract, including the Exhibits and Attachments hereto, to any person or circumstance is held by any court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or unenforceability shall not impair, invalidate, nullify, or otherwise affect the remainder of this Contract, including the Exhibits and Attachments hereto, but the effect thereof shall be limited to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or unenforceable, and the application of such

clause, sentence, provision, paragraph, or article to other persons or circumstances shall not be affected.

11. **Sovereign Immunity.** The parties expressly agree that no provision of this Contract, including the Exhibits and Attachments hereto, is in any way intended to constitute a waiver by Travis County of any immunities from suit or liability that County may have by operation of law and, Travis County hereby retains all of its affirmative defenses.

12. **Compliance with Applicable Law.** The Contractor shall comply with all applicable federal, state and local laws, regulations and ordinances related in any way to this Contract. Contractor shall notify the County in writing of any failure to comply with such laws, regulations, or ordinances, where such failure affects in any way Contractor's ability to provide service(s) under this Contract. This Paragraph shall be construed in conjunction with Subsection 7.1 of IFB No. B080169-JW.

13. **Name and Ownership.** Contractor remains responsible for the performance of this Contract, including all Exhibits and Attachments hereto, when there is a change of name or change of ownership, other than an outright sale of Contractor's business such that Contractor, including its officers and executives, is no longer involved in the business's operations. If a change of name is required, Contractor shall immediately notify the County Purchasing Agent. No change in the obligations of or to Contractor will be recognized unless or until it is approved by the Travis County Commissioners Court with the concurrence of the FHWA Division Administrator.

14. **Payments.**

14.1 Each payment made hereunder must be allowable under Title 48 Code of Federal Regulations Part 31 and must be consistent with this Contract including the Exhibits and Attachments hereto. Payment shall be made by check or warrant upon satisfactory delivery and acceptance of items and submission of a Correct and Complete invoice to the address below for orders placed by the Purchasing Agent, or to the address indicated on Purchase Orders placed by other authorized County offices and/or departments. Invoices shall be submitted to.

Travis County Department
P.O. Box 1748
Austin, Texas 78767

14.2 In addition to the information required under Subsection 9.4 of IFB No. B080169-JW, at a minimum, a "Correct and Complete" invoice shall include:

14.2.1 Name, address, and telephone number of the Contractor and similar information in the event payment is to be made to a different address;

14.2.2 County Contract, Purchase Order, or Delivery Order number,

14.2.3 identification of items or services as outlined in this Contract;

14.2.4 quantity or quantities, applicable unit prices, total prices, and total amount; and

14.2.5 any additional payment information which may be called for by this Contract.

The Contractor shall also submit a statement with each invoice showing the percentage completion of the work accomplished during the preceding thirty (30) day period and the percentage completion to date, as well as any additional written information requested by the County to document the progress of the work..

14.3 Payments made under this Contract are subject to the cost principles set forth in Title 48 Code of Federal Regulations Part 31. In addition, this Contract is subject to the Texas Prompt Payment Act, Chapter 2251, Texas Government Code. In the event of a clear conflict between Title 48 C.F.R. Part 31 and the Prompt Payment Act, applicable provisions of Title 48 C.F.R. Part 31 shall control.

14.4 Contractor must pay its subcontractors for satisfactory performance of their contracts, no later than ten (10) days from the Contractor's receipt of payments from County hereunder. The Contractor shall promptly make full payment of any and all retainage to subcontractors within 30 days after subcontractor's work is satisfactorily completed. Contractor must complete and submit the Prompt Payment Certification (Federal-Aid Projects) form set forth in Exhibit H-7 as prescribed therein.

14.5 Contractor shall complete and submit other forms and reports, as required, including the forms and reports set forth in Exhibits H-1 - H-10 and other forms and reports required by FHWA or TxDOT.

14.6 All payments under this Section 14 are subject to Subsections 5.15 and 9.6 of IFB No B080169-JW

15. Successors and Assigns. Upon County's execution of this Contract, including all Exhibits and Attachments hereto, the provisions of this Contract shall be binding upon and inure to the benefit of Travis County and EBC Construction, LLC and their respective successors, executors, administrators, and permitted assigns.

Additional Contract Provisions

In addition to the Contract provisions set forth above and the Contract provisions set forth in IFB No. B080169-JW, the following Contract provisions apply.

A. The Section below is set forth in Section II of Form FHWA-1273. All references in this Section to SHA mean the County, for purposes of this Contract including the Exhibits and Attachments hereto.

Nondiscrimination

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under this Contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
 - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
 - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
 - c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

- b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
 - d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.
8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
 - a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
 - b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
 - c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

- a. The records kept by the contractor shall document the following:
1. The number of minority and non-minority group members and women employed in each work classification on the project;
 2. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
 3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 4. The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
- b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

B. The Section below is set forth in Section V of Form FHWA-1273. All references in that Section to the SHA mean the County for purposes of this Contract including the Exhibits and Attachments hereto.

Statements and Payrolls

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. **Compliance with Copeland Regulations (29 CFR 3):**
The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.
2. **Payrolls and Payroll Records:**
 - a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
 - b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating

whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under this Contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
2. that such laborer or mechanic (including each helper, apprentice, and trainee) employed on this Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

3. that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into this Contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

The above Section is not subject to the General Dispute Resolution provisions set forth in IFB NO. B080169-JW, but is subject to the Dispute Resolutions set forth in 29 CFR Parts 5, 6 and 7. Disputes subject to these regulations include labor disputes between the Contractor and any of its subcontractors, the Contractor and the County, the Contractor and the Department of Labor, and the Contractor and any of its employees or their representatives.

The Section above covers both Contractors and subcontractors and is subject to the provisions set forth in 23 CFR Section 635.118.

C. The Section below is set forth in Section VI of Form FHWA-1273. All references in that Section to SHA mean the County, for purposes of this Contract including the Exhibits and Attachments hereto. [THESE PROVISIONS MAY NOT APPLY TO MANY ROAD CONSTRUCTION CONTRACTS.]

Record of Materials, Supplies and Labor

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
 - a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
 - b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
 - c. Furnish, upon the completion of this Contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

D. Maintenance of and Right of Access to Records

1. The Contractor shall maintain all books, documents, papers, accounting records, other records and other evidence pertaining to goods, materials, supplies, and services provided under this Contract, including the Exhibits and Attachments hereto, and all costs and expenses for such goods, materials, supplies, and services provided hereunder. With respect to accounting records, the Contractor shall maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the Project, together with documentation of evaluations and study results. This Paragraph is subject to and should be construed in accordance with Section V of Form FHWA-1273.
2. The records described in Paragraph 1 above shall be maintained during this Contract period and for four (4) years from the date of completion of work defined under this Contract, including the Exhibits and Attachments hereto, or until any impending litigation has been completely and fully resolved, or until all pending matters relating to this Contract, including the Exhibits and Attachments hereto, are closed, whichever occurs last.
3. At no expense, the County, TxDOT, the FHWA, [may substitute U.S.DOT] the Comptroller General of the United States, the U.S. Office of the Inspector General, and other federal agencies or any of their duly authorized representatives shall have access to

the records described in Paragraph 1 above for purposes of making audits, examinations, excerpts and transcriptions.

E. Disadvantaged Business Enterprise (DBE) Program Requirements

1. In accordance with applicable provisions of the Memorandum of Understanding between Travis County and the Texas Department of Transportation ("MOU"), the Contractor agrees to comply with the requirements set forth in Attachment 8 to IFB No B080169-JW, including all documents attached thereto, covering TxDOT's DBE Program requirements adopted by Travis County.
2. The Contractor shall submit progress assessment reports (Exhibit H-3, Attachment 8), to report actual payments made to Disadvantaged Business Enterprises. One copy shall be submitted with each billing statement to the Transportation and Natural Resources Department, with one copy to the County's DBE Liaison officer at the Travis County Purchasing office, 314 West 11th Street, Suite 400, Austin, Texas 78701.
3. Prior to contract closeout, the Contractor shall submit a final report, (Exhibit H-4, Attachment 8), to the County's DBE Liaison officer at the Travis County Purchasing office, 314 West 11th Street, Suite 400, Austin, Texas 78701.
4. The Contractor's subcontracting program must comply with the requirements of Attachment 8 to IFB No. B080169-JW, (DBE requirements).
5. The Contractor must not terminate for convenience a listed DBE subcontractor or an approved substitute firm and subsequently perform the work of the terminated subcontractor with Contractor's own personnel or those of an affiliate, without prior written consent of County or FHWA [may substitute U.S.DOT] as appropriate.
6. All subcontracts for goods, materials, supplies, and services related to the construction contract shall include the provisions of this Section and any other provisions required by law.
7. Contractor shall monitor DBE subcontractors to ensure that contracted work is performed, and County shall monitor Contractor to ensure Contractor's compliance with the DBE program requirements set forth in this Section and Attachment 8 to IFB No. B080169-JW.

F. The provisions below are set forth in Section VIII of Form FHWA-1273. All references in that Section to the SHA or the SHA "Contracting Officer" mean the County, for purposes of this Contract including the Exhibits and Attachments hereto.

Safety: Accident Prevention

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by this Contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of this Contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

G. The provisions below are set forth in Section IX of Form FHWA-1273.

False Statements Concerning Highway Projects

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project

H. Subcontracting

1. Before subcontracting the work or any of its other responsibilities under this Contract, the Contractor shall obtain the written consent of the Travis County Commissioners Court. Before authorizing a subcontract, the County shall ensure that each subcontract is evidenced in writing and that it contains all pertinent provisions required hereunder to be included in all subcontracts; and, in connection herewith, in its discretion and with the concurrence of the FHWA Division Administrator, the County

may require that Contractor certify that each subcontract will be in the form of a written agreement containing all such required provisions.

2. To ensure that all work under this Contract, including the Exhibits and Attachments hereto, and all related subcontract work is performed in accordance with the Contract requirements, Contractor shall furnish: (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the Contract requirements, and is in charge of all construction operations regardless of who performs the work; and (b) such other of its own organizational resources (supervision, management, and engineering services) as the County determines are necessary to assure the performance of this Contract.

I. Applicability

1. The following Contract provisions set forth in IFB NO. B080169-JW and this Contract shall apply to all work performed on this Contract by the Contractor's own organization and with the assistance of workers under the Contractor's immediate superintendence and to all work performed on this Contract by piecework, station work, or by subcontract.

Required Contract Provisions
Form FHWA-1273

Section II.	Nondiscrimination
Section III.	Nonsegregated Facilities
Section IV.	Payment of Predetermined Minimum Wage
Section V.	Statements and Payrolls
Section VI.	Record of Materials, Supplies, and Labor
Section VII.	Subletting or Assigning the Contract
Section VIII.	Safety: Accident Prevention
Section IX.	False Statements Concerning Highway Projects
Section X.	Implementation of Clean Air Act and Federal Water Pollution Control Act
Section XI.	Certification Regarding Debarment Suspension Ineligibility and Voluntary Exclusion
Section XII.	Certification Regarding use of Contract Funds for Lobbying

EXECUTED THIS _____ DAY OF _____, YEAR _____.

TRAVIS COUNTY, TEXAS

ROBERT E TOMLINSON
EBC CONSTRUCTION, LLC

BY: _____
TRAVIS COUNTY JUDGE

BY: [Signature]

APPROVED AS TO FORM:
[Signature]
TRAVIS COUNTY ATTORNEY

APPROVED:

COUNTY PURCHASING AGENT

CERTIFIED FUNDS ARE AVAILABLE

COUNTY AUDITOR, TRAVIS COUNTY



TRAVIS COUNTY PURCHASING OFFICE

Cyd V. Grimes, C.P.M., Purchasing Agent

314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

12

Approved by: _____

Cyd V. Grimes 9/8/08

Voting Session: Tuesday, September 16, 2008

REQUESTED ACTION: APPROVE ONE (1) MONTH EXTENSION (MODIFICATION NO. 3) TO CONTRACT 05K00264RV, HARMONY CONSTRUCTION COMPANY, FOR PAINTING AND WALL REPAIR/MINOR CONSTRUCTION (FM)

Points of Contact:

Purchasing: Jorge Talavera

Department: Facilities Management, Roger A. El Khoury, M.S., P.E., Director; John Carr, Administrative Director

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other: Alicia Perez, Executive Manager, Administrative Operations

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

This contract requires the vendor to provide all labor and materials necessary to provide Painting and Wall Repair/Minor Construction Services to the County on an as needed basis.

The proposed modification will extend the contract for one (1) additional month through November 14, 2008. FM has requested this one (1) month extension to the current contract to ensure that the County has contract coverage while FM completes revisions to the specifications to be used when Purchasing issues an invitation for bid process to establish a new contract. This extension is permitted in accordance with Part V - Special Provisions, Paragraph 2, entitled "Option to Extend."

Modification No. 2 extended the contract for one additional year through October 14, 2008.

Modification No. 1 extended the contract for one additional year through October 14, 2007.

- **Contract Expenditures:** Within the last 12 months \$138,487.70 has been spent against this contract.

➤ **Contract Modification Information:**

Award Amount: N/A (as needed basis)
Contract Type: Annual Contract
Contract Period: October 15, 2008 through November 14, 2008

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A Responses Received: N/A
HUB Information: Vendor is a HUB % HUB Subcontractor: N/A

➤ **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:

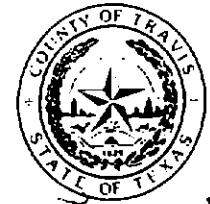
➤ **Funding Information:**

- Purchase Requisition in H.T.E.:
- Funding Account(s): 001-1415-525-5004
- Comments: Contract on an as needed basis. No requisition required at this time. Requisition will be entered when service is needed.

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified ____ Not Verified ____ by Auditor.

George A. ...
9.4.08
UB



FACILITIES MANAGEMENT DEPARTMENT

Roger A. El Khoury, M.S., P.E., Director

1010 Lavaca Street, Suite 400 • P.O. Box 1748, Austin, Texas 78767 • Phone: (512) 854-9661 • Fax: (512) 854-9226

PROCEEDING
TRAVIS COUNTY
SEP - 4 11 08
OFFICE OF THE CLERK

MEMORANDUM

Project No: SVCOT-20-08F-XM
File: 801

TO: Cyd Grimes, C.P.M., Purchasing Agent

VIA: Roger A. El Khoury, M.S., P.E., Director

FROM: Rony Aouad, Service Contract Manager

DATE: September 2, 2008

SUBJECT: Option to Extend – Painting and Wall Repair/Minor Construction
Contract 05K00264RV

Roger A. El Khoury
Rony Aouad

Facilities Management Department (FMD) recommends exercising the option to extend this contract with Harmony Construction for 30 days. FMD has monitored the performance of this contractor over the previous year and is satisfied that the contractor is providing these services in full compliance with the terms of the contract. This 30 day extension will extend the contract through November 14, 2008 and provide adequate time for development and procurement of a replacement contract.

Funding for painting and wall repair/minor construction services is included under line item 001-1415-525-5004. Please direct any questions on this recommendation to Rony at 44781.

COPY TO:

- Amy Draper, CPA, Financial Manager, FMD
- John Carr, Administrative Director, FMD
- Lloyd Evans, Maintenance Division Director, FMD
- Richard Villareal, Purchasing Agent Assistant, Purchasing

Account Balance Inquiry

Fiscal Year	2008	
Account number	1-1415-525.50-04	
Fund	001	GENERAL FUND
Department	14	FACILITIES MANAGEMENT
Division	15	BUILDING MAINTENANCE
Basic activity	52	GENERAL GOVERNMENT
Sub activity	5	FACILITIES
Element	50	REPR & MTNC-SERVCS PURCHD
Object	04	REPRS-BLDG STRUCT & EQUIP
Budget	599,233	
Encumbered amount	171,434.11	
Pre-encumbered amount	26,137.89	
Expenditures	287,496.24	
Total expenditures	485,068.24	
Balance	114,164.76	

Press Enter to continue.

F3=Exit F12=Cancel

MODIFICATION OF CONTRACT NUMBER: 05K00264RV, Painting and Wall Repair/Minor Construction
PAGE 1 OF 1 PAGES

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Jorge Talavera TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: September 4, 2008
ISSUED TO: Harmony Construction Co. Attn.: Mrs. Melody Golmon 3601 Dry Hole Rd., Suite C4 Kyle, Texas 78640	MODIFICATION NO.: Three	EXECUTED DATE OF ORIGINAL CONTRACT: October 15, 2005
ORIGINAL CONTRACT TERM DATES: October 15, 2005 - October 14, 2006		CURRENT CONTRACT TERM DATES: October 15, 2007 - November 14, 2008.

FOR TRAVIS COUNTY INTERNAL USE ONLY:
 Original Contract Amount: \$ N/A (as needed basis) Current Modified Amount \$ N/A (as needed basis)

DESCRIPTION OF CHANGES: Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

The purpose of this modification is to exercise the option to extend the contract term for one (1) additional month in accordance with Part V – Special Provisions, Paragraph 2, entitled “Option to Extend”.

A. The contract period is changed from: October 15, 2007 through October 14, 2008, to read: October 15, 2007 through November 14, 2008, a one month extension.

Note to Vendor:
 Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.
 DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: _____	<input type="checkbox"/> DBA
BY: _____ SIGNATURE	<input type="checkbox"/> CORPORATION
BY: _____ PRINT NAME	<input type="checkbox"/> OTHER
TITLE: _____ ITS DULY AUTHORIZED AGENT	DATE: _____

TRAVIS COUNTY, TEXAS BY: <u>Cyd V. Grimes</u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: <u>9/8/08</u>
---	------------------------

TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE: _____
--	-------------



TRAVIS COUNTY PURCHASING OFFICE

Cyd V. Grimes, C.P.M., Purchasing Agent

314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

13

Cyd V. Grimes 9/8/08
46

Approved by: _____

Voting Session: Tuesday, September 16, 2008

REQUESTED ACTION: APPROVE MODIFICATION NO. 1 TO CONTRACT NO. 08K00275LP, HMAC OVERLAY PROJECT, PRECINCT'S 3 AND 4, ASPHALT PAVING COMPANY. (TNR)

Points of Contact:

Purchasing: J. Lee Perry

Department: TNR, Joseph P. Gieselman, Executive Manager,
Don Ward, Division Manager

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other:

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

➤ TNR requests the approval of change order number one (1) for the above contract. This modification is for work required to make Panorama Drive meet minimum County standards for conversion from a substandard road to a County maintained road. This change order will increase the contract by \$53,750.00 from \$1,744,892.30 to \$1,798,642.30

➤ **Contract Expenditures:** Within the last 12 months \$0.00 has been spent against this contract.

Not applicable

➤ **Contract-Related Information:**

Award Amount: \$1,744,892.30

Contract Type: Construction

Contract Period: Through completion

Contract Modification Information:

Modification Amount: \$53,750.00 (Firm Amount)

Modification Type: Construction

Modification Period: Through Completion

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: Not Applicable

% HUB Subcontractor: N/A

➤ **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: N/A

➤ **Funding Information:**

Purchase Requisition in H.T.E.: 449244

Funding Account: 475-4994-750-8164 (\$37,250.00)

506-4931-808-8164 (\$16,500.00)

Comments: Purchase Order No. 400443

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified ___ Not Verified ___ by Auditor.

Not Applicable

Change Order Form
TRAVIS COUNTY - TNR
Change Order No. 1 Contract # 08K00275LP

Approval of the following change in the Plans and/or Specifications is requested:

Limits: Panorama Drive from Travis-Hays County line to Panorama Drive Loop

Field Change Request No. 1
 Plan Sheet No. ALL

Description: Panorama Drive paving

This field change is requested for the following reason(s): Panorama Drive paving

CONTRACTOR: Asphalt Paving Co. of Austin, Inc.

BID ITEM NO.	BID ITEM DESCRIPTION	UNIT TYPE	CURRENT CHANGE ORDER QUANTITIES			REVISED CONTRACT QUANTITIES			CURRENT CONTRACT QUANTITIES			PREVIOUS AMOUNT
			C.O. QTY	UNIT PRICE(\$)	C.O. AMOUNT	QTY	UNIT PRICE(\$)	NEW AMOUNT	QTY	UNIT PRICE(\$)		
1C	Level-up and Site Preparation including sweeping, TC, level-up with Type C HMAAC, complete	TON	200.00	64.00	12,800.00	3,074.00	64.00	\$ 196,736.00	2,874	64.00	\$ 183,936.00	
2C	1-1/2" Type C HMAAC overlay, including tack coat as required, TC, materials, equipment, and labor, Complete	SY	7,000.00	5.85	40,950.00	99,365.00	5.85	\$ 581,285.25	92,365	5.85	\$ 540,335.25	
TOTAL					\$ 53,750.00			\$ 778,021.25			\$ 724,271.25	

Materials(\$)

Services(\$)

TOTAL

NET OVERRUN/(UNDERRUN)

\$ 53,750.00

TIME Extension:

0 Days

The compensation and/or time extension provided by this Change Order constitutes full and complete satisfaction for all direct and indirect costs, and interest related thereto, which has been or may be incurred in connection with this change to the Contract. By affixing my signature to this Change Order, as the Contractor's duly appointed representative, on behalf of the Contractor I hereby waive any rights to seek additional funds or relief of any nature for any event or circumstance arising from this Change Order

REQUESTED BY: *Eric B. ...*

Contractor: *[Signature]* Date: 9/3/08

NOTICE to the CONTRACTOR:
 This is your authority to proceed with this work at the rates named above.

RECOMMENDED FOR APPROVAL BY:

Project Manager: *[Signature]* Date: 9/3/08

Division Manager: *[Signature]* Date: 9/3/08

Public Works Director: *[Signature]* Date: 9/3/08

APPROVED:

TNR Executive Manager: *[Signature]* Date: 9/11/08

Purchasing Agent: *[Signature]* Date: 9/8/08

County Judge: _____ Date: _____

**TRAVIS COUNTY TNR
CHANGE ORDER LOG**

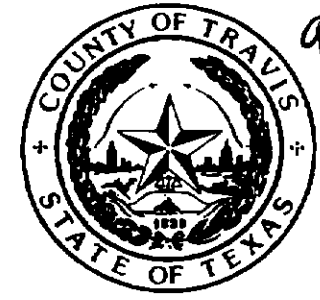
PROJECT NAME: 2008 HMAC Overlay

CONTRACT NUMBER: 08K00275LP

VENDOR: Asphalt Paving Company

ORIGINAL CONTRACT AMOUNT: \$1,744,892.30

C.O. No.	C.O. Date	DESCRIPTION	\$+/-	CUMULATIVE C.O. AMOUNTS	(%)	ADJUSTED CONTRACT AMOUNT	CUM (%)	Court/Purchasing Approval Date
1	9/4/2008	CO #1. FOR WORK REQUIRED TO MAKE PANORAMA DR MEET MINIMUM COUNTY STANDARDS TO CONVERT THIS FROM SUBSTANDARD ROAD ONTO A COUNTY MAINTAINED ROAD.	53,750.00	53,750.00	3.08%	\$ 1,798,642.30	3.08%	
				53,750.00	0.00%	\$ 1,798,642.30	3.08%	
				53,750.00	0.00%	\$ 1,798,642.30	3.08%	
				53,750.00	0.00%	\$ 1,798,642.30	3.08%	
				53,750.00	0.00%	\$ 1,798,642.30	3.08%	
				53,750.00	0.00%	\$ 1,798,642.30	3.08%	
				53,750.00	0.00%	\$ 1,798,642.30	3.08%	
				53,750.00	0.00%	\$ 1,798,642.30	3.08%	
				53,750.00	0.00%	\$ 1,798,642.30	3.08%	
				53,750.00	0.00%	\$ 1,798,642.30	3.08%	
				53,750.00	0.00%	\$ 1,798,642.30	3.08%	
				53,750.00	0.00%	\$ 1,798,642.30	3.08%	
				53,750.00	0.00%	\$ 1,798,642.30	3.08%	
				53,750.00	0.00%	\$ 1,798,642.30	3.08%	
				53,750.00	0.00%	\$ 1,798,642.30	3.08%	
				53,750.00	0.00%	\$ 1,798,642.30	3.08%	
				53,750.00	0.00%	\$ 1,798,642.30	3.08%	
				53,750.00	0.00%	\$ 1,798,642.30	3.08%	



Lee
9/4

TRANSPORTATION AND NATURAL RESOURCES
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building, 11th Floor
P. O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697

September 4, 2008

RECEIVED
TRAVIS COUNTY
SEP -4 PM 12:30
PURCHASING
OFFICE

MEMORANDUM

TO: Cyd Grimes, Purchasing Agent
FROM: Joseph P. Gieselman, Executive Manager
SUBJECT: **Modification #1 – FY08 HMAC Overlay Project – Precinct 3 and 4**
Contract #08K00275LP
PO #400443

TNR requests the approval of change order number one (1) for the above contract. This modification is for work required to make Panorama Drive meet minimum county standards to convert this from a substandard road onto a county maintained road. This change order will increase the contract by \$53,750.00 from \$1,744,892.30 to \$1,798,642.30.

The \$53,750.00 is encumbered under requisition number 449244. The account numbers are 475-4994-750-8164 (\$37,250.00) and 506-4931-808-8164 (\$16,500.00) and commodity/sub-commodity is 968/053.

TNR will be posting a concurrent agenda item for acceptance of this road. Steve Manilla will be in Court to make sure that road acceptance is done prior to approval of this change order by Commissioner's Court.

If you have any questions or require additional information, please contact Brunilda Cruz at extension 47679 or Don Ward at extension 49317.

BC: JPG: bc

xc: Lee Perry, Purchasing
Don Ward, TNR
Brunilda Cruz, TNR

GM200113

TRAVIS COUNTY

9/04/08

Fiscal Year 2008

Account Balance Inquiry

14:32:07

Account number . . . : 475-4994-750.81-64
Fund : 475 CONTRACTUAL CAPITAL PROJ
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 94 PRIVTE AGENCY CNTRCT-ROADS
Activity basic : 75 CHARGES FOR SERVICES
Sub activity : 0 INFRA-ENV SCVS (TRNS&RDS)
Element : 81 CAPITAL OUTLAY
Object : 64 PURCH SVC-INFRASTRCTR RDS

Original budget : 0
Revised budget : 1,081,056 08/13/2008
Actual expenditures - current . . : 63,500.00
Actual expenditures - ytd : 357,130.54
Unposted expenditures : .00
Encumbered amount : 342,072.09
Unposted encumbrances : 300,000.00
Pre-encumbrance amount : .00
Total expenditures & encumbrances: 1,062,702.63 98.3%
Unencumbered balance : 18,353.37 1.7

F5=Encumbrances **F7=Project data** **F8=Misc inquiry**
F10=Detail trans **F11=Acct activity list** **F12=Cancel** **F24=More keys**

GM200I13

TRAVIS COUNTY

9/04/08

Fiscal Year 2008

Account Balance Inquiry

14:33:29

Account number . . . : 506-4931-808.81-64
Fund : 506 L/T CERT OF OBLIG, 2007
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 31 RD CAPACITY/BRIDGE REPLMT
Activity basic : 80 CAPITAL PROJECTS
Sub activity : 8 INFRA&ENV SVS (TRANS&RDS)
Element : 81 CAPITAL OUTLAY
Object : 64 PURCH SVC-INFRASTRCTR RDS

Original budget :	0	
Revised budget :	500,000	10/01/2007
Actual expenditures - current . . . :	.00	
Actual expenditures - ytd :	17,319.28	
Unposted expenditures :	.00	
Encumbered amount :	528.50	
Unposted encumbrances :	.00	
Pre-encumbrance amount :	.00	
Total expenditures & encumbrances:	17,847.78	3.6%
Unencumbered balance :	482,152.22	96.4

F5=Encumbrances **F7=Project data** **F8=Misc inquiry**
F10=Detail trans **F11=Acct activity list** **F12=Cancel** **F24=More keys**

PI625I02

**TRAVIS COUNTY
Purchase Requisition**

9/04/08
14:33:58

Number : 0000449244
 Type : 1 PURCHASE REQUISITION
 Status : INSUFFICIENT FUNDS
 Reason : 53933 ROADS-CIP MOD PO #400443 CONT#08K00275LP
 By : BRUNILDA CRUZ 854-7679
 Date : 9/03/08
 Vendor : 45147 ASPHALT PAVING CO
 Contract nbr :
 Ship to : Z1 TNR ADMIN - 11TH FLR
 Deliver by date : 9/03/08
 Buyer :
 Fiscal year code . . . : C C=Current year, P=Previous year, F=Future year

Type options, press Enter.

5=Display 8=Item extended description

Opt Line#	Quantity	UOM	Description
1	53750.00	DOL	HMAC TYPE C OVERLAY PCT 3 FY 2008 OVERLAY PROGRAM CO #1. FOR ADDITIONAL PAVING WORK NEEDED AT

Total: 53750.00

+

COMMENTS EXIST

F3=Exit F7=Alternate view
 F10=Approval info F12=Cancel F20=Comments

F9=Print



TRAVIS COUNTY PURCHASING OFFICE

Cyd V. Grimes, C.P.M., Purchasing Agent

314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

14

Approved by: _____

Cyd V. Grimes 9/10/08
JBG

Voting Session: Tuesday, September 16, 2008

REQUESTED ACTION: APPROVE MODIFICATION NO. 16 TO CONTRACT NO. PS960294JW, WORKERS ASSISTANCE PROGRAM, FOR CASE MANAGEMENT SERVICES. (JUVENILE PROBATION)

Points of Contact:

Purchasing: Vania Ramaekers

Department: (JUVENILE PROBATION), Estela Medina, Chief Juvenile Probation Officer, Sylvia Mendoza

County Attorney (when applicable): Jim Connolly

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spartaro And Jose Palacios

Other: N/A

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

The contractor, Worker's Assistance Program of Texas, provides services designed to improve screening, assessment, referral, and case management services in the area of substance abuse treatment, mental and primary healthcare, and education.

This modification extends the term of the contract for an additional twelve (12) months, October 1, 2008 through September 30, 2009. Continued funding is subject to FY09 budget approval. Upon approval of the FY09 budget the total funds to be paid for services rendered during this renewal term will not exceed \$166,072.00.

Modification 15 extended the term of the contract for an additional twelve (12) months, October 1, 2007 through September 30, 2008. Continued funding was subject to FY08 budget approval.

Modification 14 extended the term of the contract for an additional twelve (12) months, October 1, 2006 through September 30, 2007. Continued funding was subject to FY07 budget approval.

Modification 13 decreased the amount of funds to be paid by \$4,494.00 to total \$161,578.00 for the October 1, 2004 - September 30, 2005 "Renewal Term".

The initial contract period was for twelve (12) months, from October 1, 1995 through September 29, 1996, with an option to renew for four additional twelve (12) month periods. The initial amount of the contract was not to exceed \$91,491, funded through a federal grant, Center for Substance Abuse Service Division Treatment Grant.

- **Contract Expenditures:** Within the last 12 months \$166,072.00 has been spent against this contract.

Not applicable

- **Contract-Related Information:**

Award Amount: \$166,072.00 (Not-to-Exceed)
Contract Type: (Professional Services Agreement)
Contract Period: 06/11/06 - 9/30/07

- **Contract Modification Information:**

Modification Amount: \$166,072.00 (See Additional Procurement Comments)
Modification Type: Contract Renewal
Modification Period: 10/01/08-9/30/09

- **Solicitation-Related Information:**

Solicitations Sent: N/A Responses Received: N/A
HUB Information: Not Applicable % HUB Subcontractor: N/A

- **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:**

- Purchase Requisition in H.T.E.:
- Funding Account(s): 001-4573-593-6099
- Comments:

- **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified ____ Not Verified ____ by Auditor.

MODIFICATION OF CONTRACT NUMBER: PS960294JW Substance Abuse Treatment Services

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Vania Ramaekers TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: September 3, 2008
ISSUED TO: Workers Assistance Program 2525 Wallingwood Drive, Bldg. 5 Austin, TX 78746	MODIFICATION NO.: 16	EXECUTED DATE OF ORIGINAL CONTRACT: June 11, 1996
ORIGINAL CONTRACT TERM DATES: <u>6/11/96 - 9/30/96</u>		CURRENT CONTRACT TERM DATES: <u>10/1/07 - 9/30/08</u>

FOR TRAVIS COUNTY INTERNAL USE ONLY:

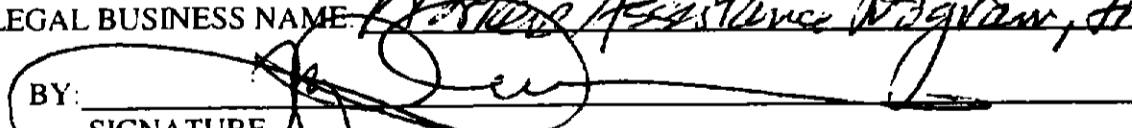
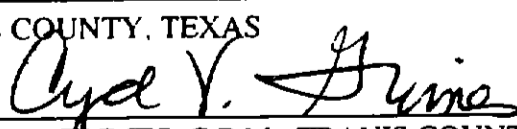
Original Contract Amount: \$91,491.00 Current Modified Amount \$166,072.00.

DESCRIPTION OF CHANGES: Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

- 1) The term of the contract is extended for an additional twelve (12) month period, October 1, 2008, through September 30, 2009.
- 2) The total amount of funds to be paid for services rendered for the October 1, 2008 through September 30, 2009 "Renewal Term" will not exceed \$166,072.00.

Note to Vendor:

- [X] Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.
 [] DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: <u>Workers Assistance Program, Inc.</u>	<input type="checkbox"/> DBA
BY:  SIGNATURE	<input type="checkbox"/> CORPORATION
BY: <u>Terrence R Cowan</u> PRINT NAME	<input type="checkbox"/> OTHER
TITLE: <u>CEO</u> ITS DULY AUTHORIZED AGENT	DATE: <u>9-3-08</u>
TRAVIS COUNTY, TEXAS	DATE:
BY:  CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	<u>9/10/08</u>
TRAVIS COUNTY, TEXAS	DATE:
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	

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: Contract No. PS960294JW – WAP Substance Abuse Treatment Services

DATE: September 4, 2008

Travis County Juvenile Probation is currently contracting services with Workers Assistance Program for Substance Abuse Treatment Services. Currently Workers Assistance Program is providing adequate services and we wish to renew this contract.

The following details the line item to be used for this contract.

PS 960294JW – Workers Assistance Program
Account Number: 001-4530-593-6099
NTE - \$166,072
Extend for 12 months
Service has been satisfactory

If you need additional information in order to proceed, please do not hesitate to call me.

cc: Britt Canary
Emmitt Hayes
Sylvia Mendoza
Mike Williams

EPM: gc





TRAVIS COUNTY PURCHASING OFFICE

Cyd V. Grimes, C.P.M., Purchasing Agent

314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

15

Approved by: _____

Cyd V. Grimes 9/10/08

Voting Session: Tuesday, September 16, 2008

REQUESTED ACTION: APPROVE CONTRACT NO. PS080215VR WITH SANTOS ALLIANCES, FOR PROFESSIONAL LEGISLATIVE ADVOCACY SERVICES. (COMMISSIONERS COURT)

Points of Contact:

- Purchasing:** Vania Ramaekers
- Department:** (COMMISSIONERS COURT)
- County Attorney (when applicable):** John Hille
- County Planning and Budget Office:** Leroy Nellis,
- County Auditor's Office:** Susan Spataro and Jose Palacios
- Other:**

RECEIVED
COUNTY CLERK'S OFFICE
08 SEP 10 PM 3:23

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

The final contract set before the court for approval is the result of a formal RFS process conducted by the Purchasing Office which closed on June 16, 2008. Seven proposals were received in response to the solicitation. The Evaluation Committee, made up of representatives from TNR, the Sheriff's Office, Justice of the Peace Pct. 2, the County Attorney's Office, Criminal Court Administration and Purchasing (non-voting member), reviewed and evaluated (scored) the responses.

The Commissioner Court conducted interviews on August 19th, 2008 and voted on August 26, 2008 to authorize the Purchasing Agent to negotiate a contract with Santos Alliances. The county will pay the contractor a set monthly fee of \$6,500.00 with pre-approved travel expenses to be reimbursed according to the Travis County Reimbursement policy. The term of the contract is one-year with three options to renew for a total of 4 years.

➤ **Contract Expenditures:** Within the last 12 months \$0.00 has been spent against this contract.

Not applicable

➤ **Contract-Related Information:**

Award Amount: \$0.00 (Estimated quantity)

Contract Type: (choose from drop list)

Contract Period:

➤ **Contract Modification Information:**

Modification Amount: \$0.00 (Firm Amount) (Add'l. comments)

Modification Type: N/A

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: NA

Responses Received: 7

HUB Information: Firm is 100% HUB
Certified

% HUB Subcontractor: N/A

➤ **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:**

Purchase Requisition in H.T.E.:

Funding Account(s):

Comments: **FY09 Budget**

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified _____ Not Verified _____ by Auditor.



TRAVIS COUNTY PURCHASING OFFICE

Cyd V. Grimes, C.P.M., Purchasing Agent

314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

16

Cyd V. Grimes 9/11/08 MB

Approved by: _____

Voting Session: Tuesday, September 16, 2008

REQUESTED ACTION: APPROVE CONTRACT AWARD FOR ANNUAL INDEPENDENT EXTERNAL AUDIT SERVICES, RFQ NO.Q080199ML, TO DELOITTE & TOUCHE. (AUDITOR'S OFFICE)

Points of Contact:

Purchasing: Michael Long

Department: AUDITOR'S OFFICE, Diana Warner, Kimberly Walton

County Attorney (when applicable): Barbara Wilson

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro And Jose Palacios

Other: CORPORATIONS, Harvey Davis; CSCD, Donna Farris

RECEIVED
COUNTY CLERK'S OFFICE
08 SEP 11 PM 2:40

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

On April 11, 2008, Request for Qualifications (RFQ) No.Q080199ML, Annual Independent External Audit Services was issued, with responses due on May 22, 2008. Deloitte & Touche was the sole respondent.

Deloitte & Touche took some exceptions to the general terms and conditions in the RFQ and negotiations for resolutions of outstanding issues have continued prior to establishing a new contract.

On September 5, 2008, representatives from Deloitte & Touche, the Auditors Office, the County Attorney's Office and the Purchasing Office met and successfully completed negotiations on a new contract for Independent External Audit Services. Based on the results of the successful contract negotiations, the Purchasing Agent requests approval of a contract award to Deloitte & Touche LLP, in the not-to-exceed amount of \$184,960.00 for Independent External Audit Services.

➤ **Contract-Related Information:**

Award Amount: This contract is for one year. The fees are as follows:
2008 Fees \$181,760 Expenses limited to \$3,200

The Contract includes the opportunity to mutually agree to a new contract for additional years. It includes the following fees and expenses that the parties have negotiated in advance.

2009 Fees \$195,736	Expenses limited to \$3,200
2010 Fees \$210,376	Expenses limited to \$3,200
2011 Fees \$226,056	Expenses limited to \$3,200
2012 Fees \$242,896	Expenses limited to \$3,200

Contract Type: Annual Contract

Contract Period: From beginning of interim review of FY 08 records to issuance of audit report for FY 08. Renewable for 4 years through Fiscal year ending June 30, 2012.

Solicitation-Related Information:

Solicitations Sent: 11 Responses Received: 1
HUB Information: Not Applicable % HUB Subcontractor: N/A

➤ **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: Contracts in route for Contractor signature

➤ **Funding Information:**

- Purchase Requisition in H.T.E.:
- Funding Account(s) 001 1000 521 4005
- Comments:

➤ **Statutory Verification of Funding:**

- Contract Verification Form: Funds Verified _____ Not Verified _____ by Auditor.

TRAVIS COUNTY
AUDITOR'S OFFICE

SUSAN A. SPATARO, CPA, CMA
COUNTY AUDITOR



TRAVIS COUNTY
ADMINISTRATION BUILDING
P.O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9125
FAX: (512) 854-9164

TO: Purchasing Office DATE: September 9, 2008
FOR: Cyd Grimes, Purchasing Agent
FROM: Diana Warner, First Assistant County Auditor
RE: Deloitte & Touche LLP audit contract

During the past twelve years, Deloitte & Touche LLP has provided to the County a high quality of professional services. This firm has been very responsive to the County's needs, and, at no additional cost to the County, has responded to various inquiries on accounting-related issues and has met with County staff on various issues.

Retaining Deloitte as the County's external auditor is a decision we would recommend.

We have reviewed the proposed annual fees and rates for the County and they appear to be reasonable and appropriate for the professional auditing services to be performed.

Funds have been encumbered in the General Fund account 001.1000.521.40.05 Professional Services – Auditing in the amount of \$36,400 for those services that are estimated to be performed in FY08 under this contract. PBO has confirmed that the FY09 Budget includes the remaining contract amount for the services to be performed in FY09 as it relates to the County's FY08 annual financial audit.

If you have any questions, please call me at ext. 9125.

17
RECEIVED
COUNTY CLERK'S OFFICE
08 SEP 10 PM 2:40

Travis County Commissioners Court Agenda Request

Voting Session: September 16, 2008

Work Session: _____

(Date)

(Date)

I. A. Request made by: Joseph P. Gieselman, Executive Manager Phone # 854-9383
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text: Consider Interlocal Agreement with Williamson County committing \$40,000 in Williamson County general fund revenue to the Northridge Acres Water Supply Project and take appropriate action.

C. Approved by: _____
Samuel T. Biscoe, County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight (8) copies of agenda request and backup).

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

Melinda Mallia, TNR	854-9383	John Hille, CA	854-9415
Jon White, TNR	854-9383	Mary EttaGerhardt, CA	854-9415
Donna Williams-Jones, TNR	854-9383	Chris Gilmore, CA	854-9415

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)

- _____ Additional funding for any department or for any purpose
- _____ Transfer of existing funds within or between any line item budget
- _____ Grant

Human Resources Department (473-9165)

- _____ A change in your department=s personnel (reclassifications, etc.)

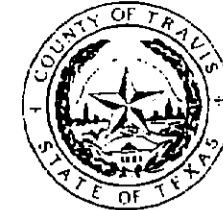
Purchasing Office (473-9700)

- _____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney=s Office (473-9415)

- X Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with the backup memorandum and exhibits should be submitted to the County Judges Office no later than 5:00 PM on Monday for the following weeks meeting. Late or incomplete requests may be deferred to the next subsequent meeting.



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-9436

September 11, 2008

MEMORANDUM

TO: Members of the Commissioners' Court

FROM: Joseph P. Gieselman, Executive Manager

SUBJECT: Interlocal Agreement with Williamson County for Northridge Acres Water Project

Agenda Item: Consider and take appropriate action on Interlocal Agreement with Williamson County allowing Travis County to utilize Williamson County general fund revenue to pay for service connections on the Williamson County side of Northridge Acres.

Summary and Staff Recommendation: A Six-Party Agreement executed in March 2005 for the Northridge Water Supply Improvement Project contractually obligated Williamson County to contribute \$150,000 to the project. In addition, this agreement commits Williamson County to pay up to \$40,000 in general fund revenue for residential and commercial water service connections. Travis County is providing general fund revenue, project management, financial management and grant administration for the project under the Six Party Agreement. Staff recommends approval.

Budgetary and Fiscal Impact: The amendment increases the budget for the Northridge Acres Water project by \$40,000. Payment will be made by invoicing Williamson County for the costs incurred in installing service connections at each residential and commercial property in Williamson County that receives service through this project.

Issues and Opportunities: This contribution will allow the project to proceed to completion without delays to construction. A minimum delay of five to six weeks would have been required in order to do the same construction work on service laterals using existing grant sources, due to grant eligibility requirements.

Background: The signatories to the Six-Party Agreement are: City of Austin, Texas Water Development Board, the Northridge Water Supply Corporation, Travis County, Williamson County and the Williamson County and Cities Health District.

Required Authorizations: Mary Etta Gerhardt, CA

Exhibits: Interlocal Cooperation Agreement Between Williamson County and Travis County for Work Related to the Northridge Water Supply Corporation Project

MSM:JPG:msm

0805: Northridge Acres

cc: Jason Walker, Purchasing
Christy Moffet, CDBG
Steve Manilla, TNR
Jon White, TNR
Roger Schuck, TNR
Donna Williams-Jones, TNR
Melinda Mallia, TNR

DRAFT

INTERLOCAL COOPERATION AGREEMENT BETWEEN WILLIAMSON COUNTY AND TRAVIS COUNTY FOR WORK RELATED TO THE NORTHRIDGE WATER SUPPLY CORPORATION PROJECT

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement"), is entered into by and between Williamson County ("Williamson County") and Travis County ("Travis County"), both of which are political subdivisions of the State of Texas.

WHEREAS, Williamson County and Travis County (collectively referred to as "Parties") are both recipients of Community Development Block Grant (CDBG) funds; and

WHEREAS, the Parties are participating in agreements for the development of the Northridge Water Supply Corporation Project ("Project"), including that certain Six Party Agreement ("Six Party Agreement"), which is intended to facilitate funding improvements to the Northridge Water Supply Corporation's water system through the Texas Water Development Board's Small Community Hardship Program in order to remedy identified deficiencies in the said water system; and

WHEREAS, the Six Party Agreement contemplates a cooperative effort by the six parties thereto in coordinating the Northridge Water Supply Corporation Project ("Project"), which consists of the design and construction of a new distribution system to convey potable water from a connection with the City of Austin's water system to the existing customers of the Northridge Water Supply Corporation, including, but not limited to: distribution lines, fire hydrants, service laterals, valves, meters and connections to the structures of existing customers of the Northridge Water Supply Corporation; pavement repair; and demolition and removal of existing Corporation water storage and pumping facilities; and

WHEREAS, Williamson County and Travis County desire to enter into an agreement whereby Williamson County will contribute Williamson County general revenue funds to finance a portion of the work involved in the complete Project; and

WHEREAS, Williamson County and Travis County have the authority to enter into an Interlocal Cooperation Agreement through Texas Constitution, Article 3, Sec. 64, and "The Interlocal Cooperation Act," Texas Government Code, Chapter 791.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **PURPOSE:**

A. **BASIC SCOPE OF THE AGREEMENT**

- 1) Williamson County shall tender a total amount not to exceed Forty Thousand Dollars (\$40,000.00) ("Agreement Funds") to Travis County subject to the terms of this Agreement. Payments will be made based on monthly invoices submitted by Travis County to Williamson County pursuant to this Agreement and will be paid within thirty (30) days of receipt by Williamson County of a complete and correct invoice from Travis County. Such invoices shall include a list of the service connections provided under this Agreement by property address.

DRAFT

- 2) Travis County shall manage and administer the construction of the Project, including the services provided under this Agreement; manage all funds related to the Project, including the Agreement Funds provided under this Agreement; and track, document and pay expenditures pursuant to this Agreement.
 - 3) Travis County shall provide a grant/construction manager for the Project, including the services provided under this Agreement, who shall be responsible for the management of the administration of Project funding and Agreement Funds and manage the Project and Agreement Services construction activity.
 - 4) Travis County shall expend and apply the Agreement Funds provided under this Agreement on costs related to the installation of private service connections (residential and commercial) on properties located in the Williamson County portion of the Northridge Acres subdivision ("Agreement Services"). Such service connections shall include all private service connections needed to connect all private residential and commercial entities located in the area serviced by the Project.
- B. Upon request by Travis County, Williamson County will provide technical assistance to Travis County concerning compliance with the terms of this Agreement. Travis County shall be responsible for all bidding procedures and subcontractual arrangements. All procedures shall be carried out in accordance with all Federal, State and local standards, and may be monitored by Williamson County.
- C. The Agreement Services shall be completed according to all applicable agreements and in compliance with all applicable federal, state and local statutes, laws, rules, regulations and codes. Upon completion, the Agreement Services shall be operated in compliance with all applicable federal, state and local laws to the extent that Williamson County and Travis County are responsible for such operation. Travis County agrees the Agreement Funds shall be expended solely for the purposes set forth herein.

2. **TERM OF AGREEMENT:**

Except as otherwise set forth herein, this Agreement shall commence upon the date of the last party's execution hereof and shall terminate when the installation of service connections is completed.

3. **PROJECT INDICATORS:**

Travis County and Williamson County will work in cooperation to obtain mutually agreeable indicators relating to the Agreement Services and expenditure of Agreement Funds. Such indicators could include but not be limited to the number businesses or units connected and the locations of such connections.

DRAFT

4. **AMOUNT OF FUNDS:**

Williamson County shall pay and Travis County agrees to accept an amount not to exceed Forty Thousand Dollars (\$40,000.00) from Williamson County general revenue funds for performance under this Agreement. The Parties agree that this Agreement includes only Williamson County general revenue funds, and does not include any CDBG funds or funds from any other grant source; and, the Parties acknowledge that the work performed under this Agreement is related to a CDBG-funded project.

5. **TERMS AND CONDITIONS:**

- A. Travis County agrees to comply with all applicable federal, state, and local laws and regulations governing the Funds provided under this Agreement and governing the Agreement Services.
- B. Williamson County shall have no liability for the maintenance, operation or program funding provided by Travis County.
- C. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. Travis County shall at all times remain independent with respect to the services to be performed under this Agreement. The relationship of the Parties shall be an independent contractor relationship. The Parties expressly acknowledge and agree that Travis County and Williamson County are independent entities and each assumes all the rights, obligations, and liabilities applicable to it as an independent entity.

6. **PERFORMANCE AND REPORTING:**

- A. Notice. The Parties shall direct all notices, documentation, reports, and other communications related to or required by this Agreement to:

Williamson County:

Travis County:

Travis County Transportation and Natural Resources
Joe Gieselman, Executive Manager
P. O. Box 1748
Austin, Texas 78767

Notice by both Parties shall be given by ordinary mail.

- B. Records. Travis County shall create and maintain such reports and records as are necessary to support the performance of the Agreement Services.

DRAFT

- C. Procurement. All procurement done by Travis County under this Agreement will be done in accordance with applicable laws.
- D. Amendments. Williamson County or Travis County may amend this Agreement at any time provided that such amendments are executed in writing and signed by duly authorized representatives of both Parties.

7. **TERMINATION OF AGREEMENT FOR CAUSE:**

If Travis County fails to fulfill its obligations under this Agreement in a timely and proper manner according to the terms of this Agreement, or if Travis County violates any of the terms, agreements or stipulations of this Agreement, Williamson County shall thereupon have the right to proceed to seek termination of this Agreement by giving written notice to Travis County specifying the default or defaults and recommended action for cure, and stating that this Agreement may be terminated within 30 days (or a time period agreed to by the Parties as reasonable to complete the cure, hereby referred to as the "cure period") after the giving of such notice unless such default or defaults are remedied within such cure period. Williamson County shall be obligated to make no payment for work completed after receipt of the notice and during the cure period unless the defaults are remedied within that cure period. If the cure is not successfully completed within the cure period, this Agreement may be terminated. In the event of such termination, Travis County shall promptly repay to Williamson County the amounts that have not been disbursed by Travis County, and amounts not related to expenses actually incurred prior to such notice and subsequent termination, and any amounts determined to have been paid for non-allowable expenses.

8. **TERMINATION OF AGREEMENT FOR CONVENIENCE:**

This Agreement may be terminated in whole or in part upon the mutual written agreement of the Parties hereto, in which case Williamson County and Travis County shall agree upon the termination conditions, including the effective date, the disposition of Agreement amounts, and in the case of partial termination, the portion to be terminated. However, in the case of partial termination, Travis County shall promptly repay to Williamson County that portion of the Agreement Funds which have not been applied, expended or actually incurred for Agreement Services provided by Travis County as agreed to in the agreement entered into under this Section 8.

9. **CONFLICT OF INTEREST:**

- A. No member of the governing bodies of either Party, and no officer, employee, official or agent of either Party, or other local public official of either Party who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Project to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.
- B. Travis County covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services to be undertaken through this Agreement. Travis

DRAFT

County further covenants that, in the performance of this Agreement, no person having such an interest shall be employed by Travis County.

10. **ASSIGNABILITY:**

Travis County shall not assign or transfer any interest in this Agreement without the prior written approval of Williamson County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

11. **SEVERABILITY CLAUSE:**

If any one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable, this Agreement shall be deemed severable and the remainder of the Agreement shall remain in full force and effect.

12. **DISCLAIMER OF RELATIONSHIP - LIMITATIONS OF COUNTY LIABILITY:**

A. Williamson County shall not be liable to Travis County, or to any party, for completion of or failure to complete any improvements which are parts of the Agreement Services. Nothing contained in this Agreement, nor any act or omission of Williamson County or Travis County, shall be construed to create any special duty, relationship, third-party beneficiary, respondent superior, limited or general partnership, joint venture, or any association by reason of Travis County's involvement with Williamson County. The Parties hereto acknowledge and agree that under the Constitution and the laws of the State of Texas, neither Party can enter into an agreement whereby it agrees to indemnify or hold harmless any other party.

B. Immunity. It is expressly understood and agreed by the Parties that, neither the execution of this Agreement, nor any conduct of any representative of either Party relating to this Agreement, shall be considered to waive, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this _____ day of _____, 2008.

Williamson County, Texas

By: _____
Dan A. Gattis, County Judge

Date: _____

DRAFT

ATTEST: _____
Nancy E. Rister
County Clerk

ACKNOWLEDGMENT

STATE OF TEXAS)
) SS:
WILLIAMSON COUNTY)

On this _____ day of _____, 2007, before me, _____, a Notary Public in and for said State, personally appeared Dan A. Gattis and Nancy E. Rister, to me personally known, who being by me duly sworn, did say that they are the County Judge and County Clerk, respectively, of said County executing the within and foregoing instrument; that the seal affixed hereto is the seal of said County, and that the said Dan A. Gattis and Nancy E. Rister acknowledged the execution of said instrument to be the voluntary act and deed of said County, by it and by them voluntarily executed.

Notary Public in and for Williamson County, Texas

Approved as to Form:

By: _____
Hal C. Hawes,
Assistant Williamson County Attorney

By: _____
Jim Gilger,
Williamson County Contract
Management Auditor

Travis County, Texas

By: _____
Samuel T. Biscoe
County Judge

Date: _____

Travis County Commissioners Court Agenda Request

Voting Session September 16 ,2008

Work Session

I. A. Request made by: _____ Phone # 854 -9434
Joseph P. Gieselman, TNR Executive Manager

B. Requested Text:
Consider and take appropriate action on a request to approve Amendment #2 to Local Transportation Project Advance Funding Agreement for a STP Metropolitan Mobility Project with the Texas Department of Transportation for Frate-Barker Road, in Precinct 3.

C. Approved by: Commissioner Gerald Daugherty, Precinct 3

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight (8) copies of agenda request and backup).

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)

Additional funding for any department or for any purpose

Transfer of existing funds within or between any budget line item

Grant

Human Resources Department (473-9165):

A change in your department's personnel (reclassifications, etc.)

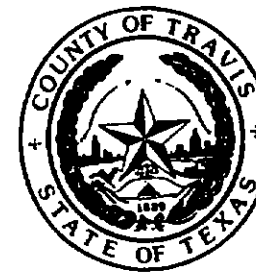
Purchasing Office (473-9700)

Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)

Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with the backup memorandum and exhibits should be submitted to the County Judge's Office no later than 5:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.



TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 W. 13th St.
Eleventh Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4626

Date: September 8, 2008

MEMORANDUM

To: Members of the Commissioners' Court

Through: Joseph P. Gieselman, Executive Manager

From:  Steve Manilla, Public Works Director

Subject: Amendment #2 to Advance Funding Agreement with TxDOT for Frate-Barker Road

Proposed Motion:

Consider and take appropriate action on a request to approve Amendment #2 to Local Transportation Project Advance Funding Agreement for a STP Metropolitan Mobility Project with the Texas Department of Transportation for Frate-Barker Road, in Precinct 3.

Summary and Staff Recommendation:

Frate-Barker Road is an STP MM (Metropolitan Mobility) project that was approved by CAMPO in June 2006 for funding in FY 2008. The funding provided was adequate to design and construct three of the ultimate four-lane roadway. An Advance Funding Agreement with TxDot was executed by the Court on February 27, 2007 in order to receive reimbursements from TxDot for County funds expended on the project. After approval of the AFA TNR staff approached TxDot with a request to lower the requirement on the County to pay 3% (\$270,000) for TxDot administrative costs. TxDot examined their cost and agreed that the proposed administrative cost was higher than necessary. Amendment #1 reduced the amount the County must pay TxDot for administrative costs from \$270,000 to \$90,000 and was approved by Court in May 2007. In May 2008 CAMPO approved Travis County's request for additional funding to construct the ultimate four-lane roadway improvement. Constructing the project in one phase instead of two was estimated to save approximately \$500,000 and it would be less disruptive to the motorists and surrounding neighborhoods. Amendment 2 to the AFA revises the federal and local cost shares to reflect the additional funding approved by CAMPO. If approved, CAMPO will provide an additional \$2,000,000 and Travis County will be required to provide an additional \$500,000. TxDot's administrative cost will not be increased.

Staff recommends approval of Advance Funding Agreement Amendment #2 for Frate-Barker: Brodie Lane to Manchaca Rd (CSJ#0914-04-242).

Budgetary and Fiscal Impact:

In June 2006 CAMPO approved \$9,000,000 for the Frate-Barker project. The local match for this will be \$1,800,000 plus \$90,000 for TxDot administrative costs (as revised by Amendment #1). During the FY 07 budget process the Court approved using CAR to provide \$700,000 of this amount. During the FY 08 budget process the Court approved an additional \$500,000 in CO's. If approved, the preliminary budget amount for FY 09 will include an additional \$300,000 towards the original local match requirement, leaving \$390,000 to be funded in FY 10.

Amendment #2 increases the federal and County cost shares \$2,000,000 and \$500,000, respectively. These additional funds are needed for construction only and will not be needed until early 2010 when the project goes to construction. The preliminary budget for FY 09 contains no funds for this amendment however TxDot has advised TNR as follows: "The County's match is not required until the original STP MM dollars have been expended. The amendment is only to show what the maximum federal reimbursement amount was revised to after the latest approval of CAMPO STP MM dollars."

The Advanced Funding Agreement Amendment #1 indicates that we must deposit with TxDot \$90,000 for their administration costs prior to any review work being done by TxDot staff and this has been accomplished.

Issues and Opportunities:

The original Federal funds became available in October 2007 however we are required to complete right-of-way acquisitions within five years after receiving the funds or risk losing them. To help reduce this risk TNR requested funds to begin the project design earlier in 2007 so that the right-of-way needs will be determined and property acquisition started as soon as possible after federal funds became available. TNR anticipates starting the right-of-way acquisition process in early 2009 and completing it in late 2009 or early 2010.

It is TNR's understanding that due to funding constraints TxDot's plans to widen FM 2304 (aka Manchaca Road) to a four lane facility in the vicinity of Frate-Barker Road have been down-scoped to adding a center turn lane as a safety improvement project.

Background:

Brodie Lane is a two-lane roadway between Slaughter Lane and Frate Barker Road. It carries a large amount of commuter traffic between southern Travis County and northern Hays County to and from places of employment in Austin. The roadway is not designated as an arterial roadway and there are no plans to widen it to relieve congestion. Completing the proposed improvements to Frate-Barker Road, a designated arterial, is one of several initiatives the Court approved in 2006 to help reduce cut-through traffic on Brodie Lane. Completion of the improvements will help facilitate the movement of traffic between Brodie Lane and Manchaca Road and desirably encourage more motorists to use Manchaca Road, a state highway, instead of Brodie Lane. The project includes roadway improvements for approximately 1.3 miles of Frate-Barker Road on approximately the existing alignment from Manchaca Road to Brodie Lane. The project is currently awaiting approval of the environmental document required when federal funds are used. Once approved a Public Hearing will be scheduled and a Finding of No Significant Impact (FONZI) requested in order to obtain authorization to proceed with final design. It is

anticipated that the FONZI can be obtained in early 2009 after which detailed design and right-of-way acquisition can begin. Construction is anticipated to begin in late 2009 or early 2010, depending upon the complexity of right-of-way acquisitions, and take 15 to 18 months to complete.

Required Authorizations:

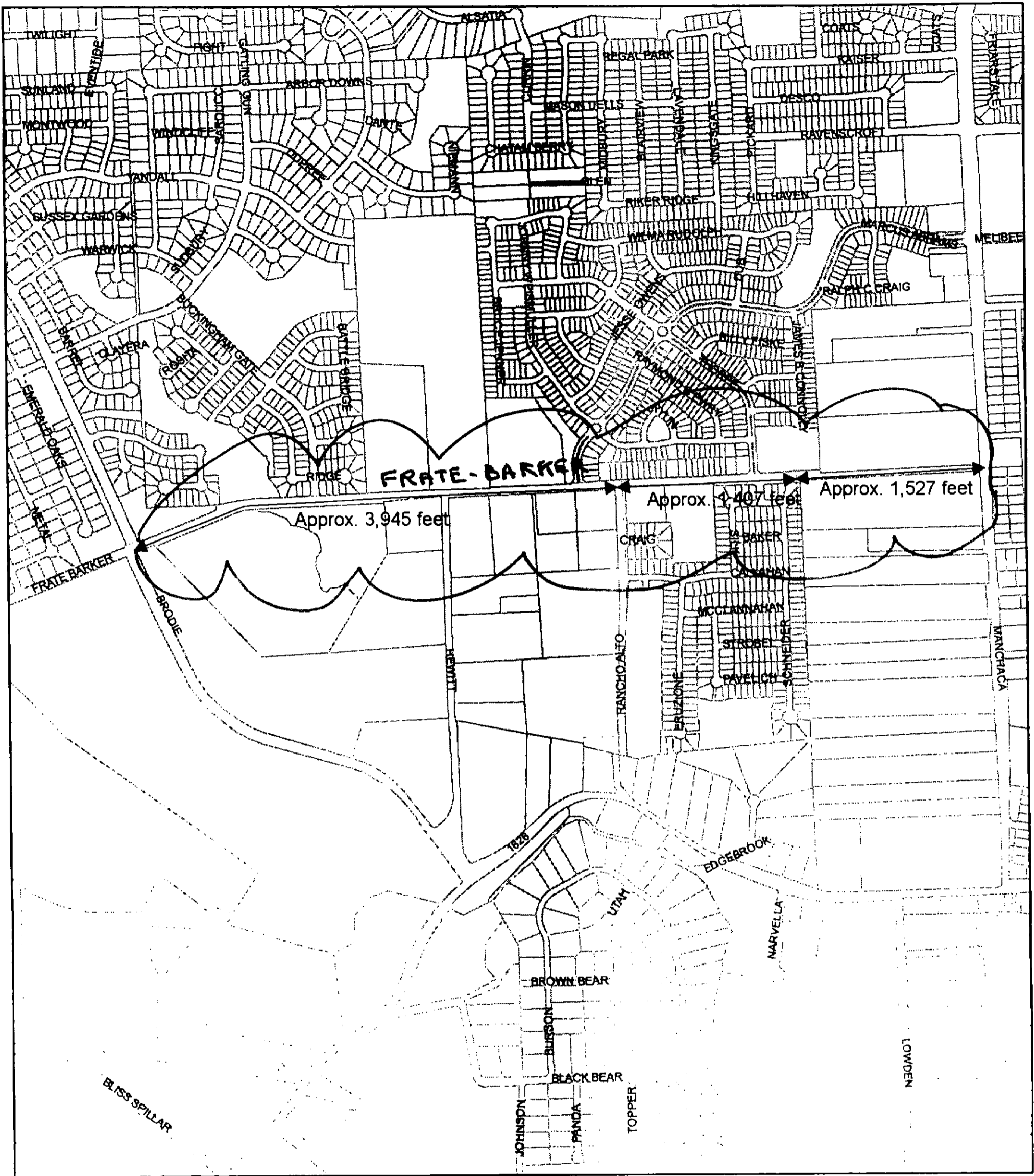
Chris Gilmore, County Attorney.
Jessica Rio, Planning and Budget

Exhibits:

Amendment #2 to Frate-Barker Advanced Funding Agreement
Vicinity Map

cc:

Ed Collins, Texas Department of Transportation
Pat Crews-Weight, Texas Department of Transportation
Joe Cantalupo, CAMPO
Donna Williams-Jones, TNR
Steve Sun, P.E. TNR CIP Division Manager
Chiddi N'Jie, P.E., TNR Project Manager

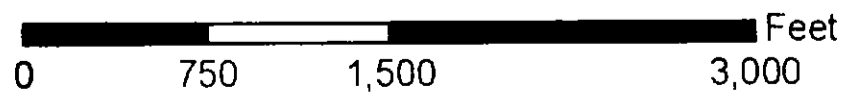


Austin city limits at Frate Barker

City of Austin Full Purpose
 City of Austin ETJ



City of Austin
 Neighborhood Planning and Zoning Department
 January 31, 2007



VICINITY MAP

STATE OF TEXAS §
COUNTY OF TRAVIS §



**ADVANCE FUNDING AGREEMENT
AMENDMENT #2**

THIS AMENDMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Department of Transportation, hereinafter called the State, and Travis County, acting by and through its duly authorized officials, hereinafter called the Local Government.

WITNESSETH

WHEREAS, the State and the Local Government executed a contract on February 28, 2007, amended July 2, 2007, to effectuate their agreement to design an ultimate four-lane roadway facility and construct a three-lane roadway facility; and,

WHEREAS, it has become necessary to amend that contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the State and the Local Government do agree as follows:

A G R E E M E N T

Article 1. Description of Amended Items

The Local Government received additional funding under the program. Due to the increase in maximum Federal Dollars to be reimbursed, it has become necessary to update the budget to more accurately reflect the current participation amounts. Therefore, Attachment C-1 of Amendment 1 is voided in its entirety and replaced with Attachment C-2 contained herein.

All other provisions of the original contract are unchanged and remain in full force and effect.

Article 2. Signatory Warranty

The signatories to this amendment warrant that each has the authority to enter into this agreement on behalf of the organization they represent.

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this agreement.

THE LOCAL GOVERNMENT

Name of Local Government
By: _____
Signature

Printed Name

Title

Date

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
Name

Title

Date

ATTACHMENT C-2

The Local Government will participate in the cost of the design of an ultimate 4-lane roadway facility with continuous turn lane and the construction of a 3-lane roadway facility. The Local Government's participation is 20% of the cost of this particular improvement and the other 80% will be paid for with federal funds up to the Federal authorized amount of \$9,200,000.00. The Local Government's estimated participation of this work is \$2,390,000, including preliminary engineering, construction items, and construction engineering and inspection. The State has estimated the project to be as follows:

Description	Total Estimate Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
CONSTRUCTION COSTS							
Design for the ultimate upgrade of 2-In to 4-In roadway facility; construction of the interim 3-In facility including construction bid items, construction engineering and inspection	\$11,500,000	80%	\$9,200,000	0%	\$0	20%	\$2,300,000
Subtotal	\$11,500,000		\$9,200,000		\$0		\$2,300,000
Direct State Costs (including plan review, and oversight)	\$90,000	0%	\$0	0%	\$0	100%	\$90,000
Indirect State Costs (no local participation required except for service projects)	\$0	0%	\$0	0%	\$0	0%	\$0
TOTAL	\$11,590,000		\$9,200,000		\$0		\$2,390,000

Direct State Cost will be based on actual charges.

Local Government's Estimated Participation = \$2,390,000

The Local Government has contributed \$90,000 to date toward Direct and Indirect Costs.

It is further understood that the State will include only those items for the improvements as requested and required by the Local Government. This is an estimate only; final participation amounts will be based on actual charges to the project.

STATE OF TEXAS §
COUNTY OF TRAVIS §

 ORIGINAL

**ADVANCE FUNDING AGREEMENT
AMENDMENT #2**

THIS AMENDMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Department of Transportation, hereinafter called the State, and Travis County, acting by and through its duly authorized officials, hereinafter called the Local Government.

WITNESSETH

WHEREAS, the State and the Local Government executed a contract on February 28, 2007, amended July 2, 2007, to effectuate their agreement to design an ultimate four-lane roadway facility and construct a three-lane roadway facility; and,

WHEREAS, it has become necessary to amend that contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the State and the Local Government do agree as follows:

A G R E E M E N T

Article 1. Description of Amended Items

The Local Government received additional funding under the program. Due to the increase in maximum Federal Dollars to be reimbursed, it has become necessary to update the budget to more accurately reflect the current participation amounts. Therefore, Attachment C-1 of Amendment 1 is voided in its entirety and replaced with Attachment C-2 contained herein.

All other provisions of the original contract are unchanged and remain in full force and effect.

Article 2. Signatory Warranty

The signatories to this amendment warrant that each has the authority to enter into this agreement on behalf of the organization they represent.

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this agreement.

THE LOCAL GOVERNMENT

Name of Local Government
By: _____
Signature

Printed Name

Title

Date

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
Name

Title

Date

ATTACHMENT C-2

The Local Government will participate in the cost of the design of an ultimate 4-lane roadway facility with continuous turn lane and the construction of a 3-lane roadway facility. The Local Government's participation is 20% of the cost of this particular improvement and the other 80% will be paid for with federal funds up to the Federal authorized amount of \$9,200,000.00. The Local Government's estimated participation of this work is \$2,390,000, including preliminary engineering, construction items, and construction engineering and inspection. The State has estimated the project to be as follows:

Description	Total Estimate Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
CONSTRUCTION							
Design for the ultimate upgrade of 2-ln to 4-ln roadway facility; construction of the interim 3-ln facility including construction bid items, construction engineering and inspection	\$11,500,000	80%	\$9,200,000	0%	\$0	20%	\$2,300,000
Subtotal	\$11,500,000		\$9,200,000		\$0		\$2,300,000
Direct State Costs (including plan review, and oversight)	\$90,000	0%	\$0	0%	\$0	100%	\$90,000
Indirect State Costs (no local participation required except for service projects)	\$0	0%	\$0	0%	\$0	0%	\$0
TOTAL	\$11,590,000		\$9,200,000		\$0		\$2,390,000

Direct State Cost will be based on actual charges.

Local Government's Estimated Participation = \$2,390,000

The Local Government has contributed \$90,000 to date toward Direct and Indirect Costs.

It is further understood that the State will include only those items for the improvements as requested and required by the Local Government. This is an estimate only; final participation amounts will be based on actual charges to the project.

STATE OF TEXAS §
COUNTY OF TRAVIS §

 ORIGINAL

**ADVANCE FUNDING AGREEMENT
AMENDMENT #2**

THIS AMENDMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Department of Transportation, hereinafter called the State, and Travis County, acting by and through its duly authorized officials, hereinafter called the Local Government.

WITNESSETH

WHEREAS, the State and the Local Government executed a contract on February 28, 2007, amended July 2, 2007, to effectuate their agreement to design an ultimate four-lane roadway facility and construct a three-lane roadway facility; and,

WHEREAS, it has become necessary to amend that contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the State and the Local Government do agree as follows:

A G R E E M E N T

Article 1. Description of Amended Items

The Local Government received additional funding under the program. Due to the increase in maximum Federal Dollars to be reimbursed, it has become necessary to update the budget to more accurately reflect the current participation amounts. Therefore, Attachment C-1 of Amendment 1 is voided in its entirety and replaced with Attachment C-2 contained herein.

All other provisions of the original contract are unchanged and remain in full force and effect.

Article 2. Signatory Warranty

The signatories to this amendment warrant that each has the authority to enter into this agreement on behalf of the organization they represent.

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this agreement.

THE LOCAL GOVERNMENT

Name of Local Government
By: _____
Signature

Printed Name

Title

Date

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
Name

Title

Date

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		%	Cost	%	Cost	%	Cost
CONSTRUCTION COSTS							
Design for the ultimate upgrade of 2-ln to 4-ln roadway facility; construction of the interim 3-ln facility including construction bid items, construction engineering and inspection	\$11,500,000	80%	\$9,200,000	0%	\$0	20%	\$2,300,000
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Indirect State Costs (no local participation required except for service projects)	\$0	0%	\$0	0%	\$0	0%	\$0
TOTAL	\$11,590,000		\$9,200,000		\$0		\$2,390,000

Direct State Cost will be based on actual charges.

Local Government's Estimated Participation = **\$2,390,000**

The Local Government has contributed \$90,000 to date toward Direct and Indirect Costs.

It is further understood that the State will include only those items for the improvements as requested and required by the Local Government. This is an estimate only; final participation amounts will be based on actual charges to the project.

20

RECEIVED
COUNTY CLERK
Travis County Commissioners Court Agenda Request

Voting Session 09-16-08
(Date)

08 SEP - 8 PM 2:37
Work Session _____
(Date)

I. A. Request made by: Joseph P. Gieselman Phone # 854-9383
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

A. Consider and take appropriate action on a variance to section 30-3-191 SIDEWALK INSTALLATION IN SUBDIVISIONS for Lake Ridge Estates.

B. Consider and take appropriate action on a Preliminary Plan in Precinct Three: Lake Ridge Estates Preliminary Plan (7 Lots (6 single-family residential, 1 open space lot)– 31.11 acres –Lake Mountain Drive and LCRA Drive – Water service will be provided by on-site well and wastewater service will be provided by on-site septic systems– City of Austin 2 mile ETJ).

C. Approved by:

Commissioner Gerald Daugherty, Precinct Three

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight (8) copies of agenda request and backup).

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of the Agenda Request and backup to them:

AB _____
Anna Bowlin: 854-7561
_____ Don Perryman: 974-2786

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

- ____ Additional funding for any department or for any purpose
- ____ Transfer of existing funds within or between any line item budget
- ____ Grant

Human Resources Department (854-9165)

- ____ A change in your department's personnel (reclassifications, etc.)

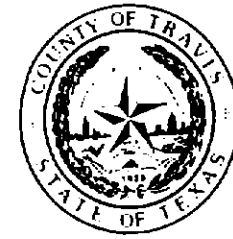
Purchasing Office (854-9700)

- ____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

_____ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits **MUST** be submitted to the County Judge's Office no later than 5:00 p.m. on Tuesday for the following week's meeting. Late or incomplete requests will be deferred.



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

September 5, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: *AB* Anna Bowlin, Division Director, Development Services

SUBJECT: Lake Ridge Estates Preliminary Plan, Precinct Three

PROPOSED MOTION:

Consider and take appropriate action on:

A. Consider and take appropriate action on a variance to section 30-3-191 SIDEWALK INSTALLATION IN SUBDIVISIONS for Lake Ridge Estates.

B. Consider and take appropriate action on a Preliminary Plan in Precinct Three: Lake Ridge Estates Preliminary Plan (7 Lots (6 single-family residential, 1 open space lot)– 31.11 acres –Lake Mountain Drive and LCRA Drive – Water service will be provided by on-site well and wastewater service will be provided by on-site septic systems– City of Austin 2 mile ETJ).

SUMMARY AND STAFF RECOMMENDATION:

Pursuant to Section 30-3-191 (B) the platting board (Commissioners Court) "may waive the requirement to install a sidewalk based on criteria in the Transportation Criteria Manual". After reviewing the Transportation Criteria Manual pertaining to sidewalks, the variance may be supported by considering 1) there is no curb or gutter currently in place, 2) there are no pedestrian generators within the immediate area, and 3) there is no existing pedestrian system within the overall subdivision or connecting roadway to which sidewalks would be linked.

TNR staff supports approval of the variance.

This preliminary subdivision plan consists of 7 total lots, (6 single-family lots, 1 open space lot). There is approximately 300 linear feet of public streets proposed with this plan, (the extension of Lake Mountain Lane from existing terminus and LCRA Drive).

Joint Use Access will be provided to the lots from the proposed street. No fiscal is required at this time.

This preliminary plan was approved by the City of Austin Zoning and Platting Commission on September 2, 2008. As this preliminary plan meets all Travis County standards, TNR staff recommends approval of the plat subject to the Courts affirmative action of the above referenced variance requests.

ISSUES:

At the Zoning and Platting Commission meeting one adjacent resident, Mr. John Waller, attended the meeting but did not speak. Mr. Waller had a concern about the short extension of the street and the resulting turn-around traffic it would generate. Mr. Waller was put in touch with the owner of the property.

BUDGETARY AND FISCAL IMPACT:

None.

REQUIRED AUTHORIZATIONS:

None.

EXHIBITS:

- Variance Request
- Location map
- Proposed plan
- Precinct Map

AMB: dp
1105

November 16, 2007

Victoria Li, P.E.
City of Austin Development Review & Inspection Dept.
One Texas Center
505 Barton Springs Road
Austin, Texas

**RE: Lake Ridge Estates – Variance Request for Construction of Sidewalks
LDC 30-3-191 (A)**

Dear Mr. Li:

We respectfully request that a variance be granted from the above requirement concerning the installation of sidewalks within a subdivision. The proposed subdivision is located in the 2-mile ETJ along Lake Mountain Lane in the vicinity of Lake View Estates according to MAPSCO Grid MB 37. The roadway we are requesting the variance for will be an extension of Lake Mountain Lane for approximately 300 feet. And will be built in accordance with Travis County Standards.

The reasons for this variance are as follows:

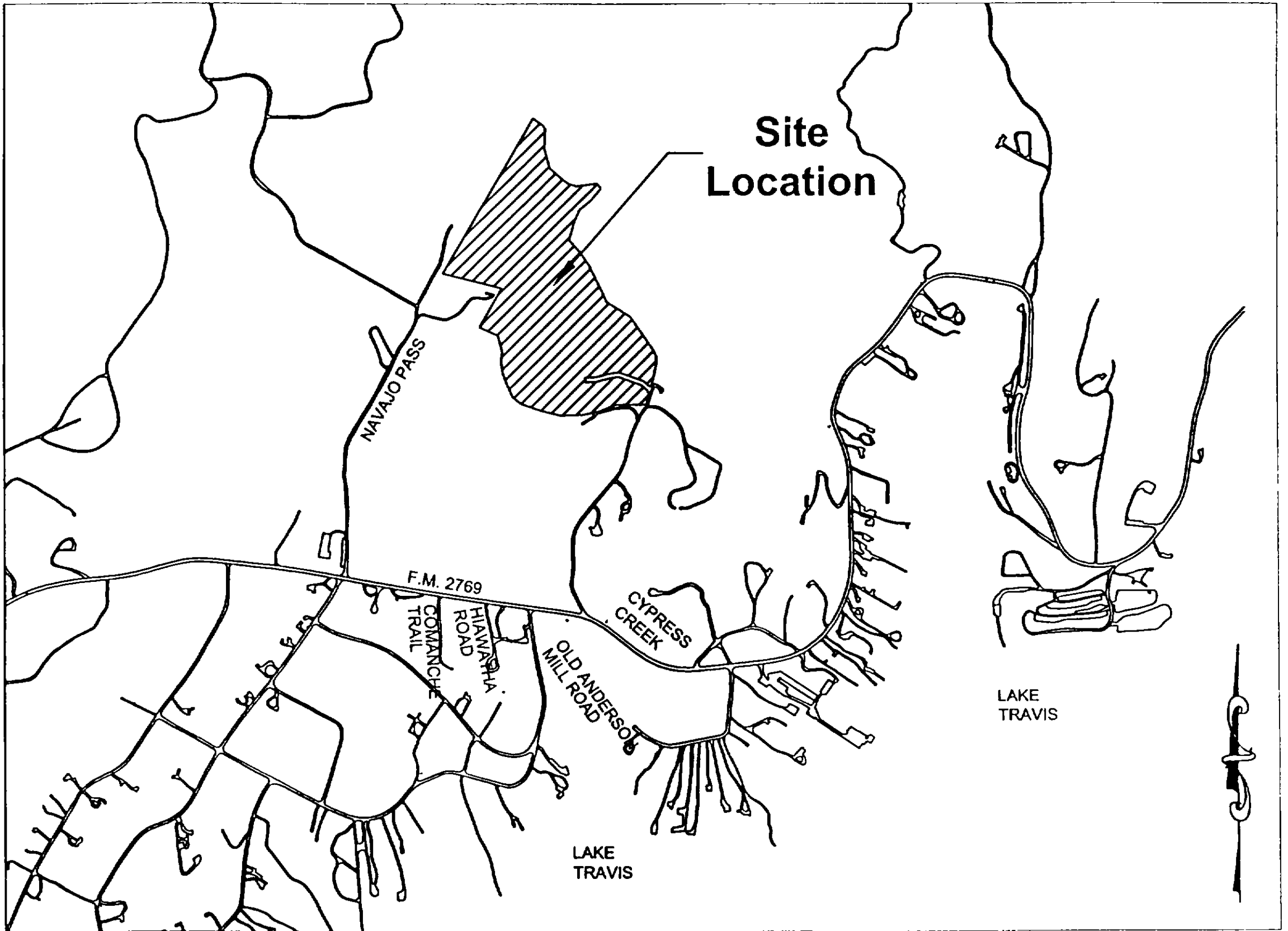
1. Any sidewalk constructed within this subdivision would dead end into the existing Lake Mountain Lane, and result in a sidewalk that is isolated and that does not provide access to any other sidewalk, school, or other high pedestrian traffic area. Attached is a copy of the construction plans for the existing portion of Lake Mountain Lane showing no sidewalks have been constructed along the road.
2. The proposed development will consist of six single family residences and is not anticipated to significantly increase the vehicular traffic volume.

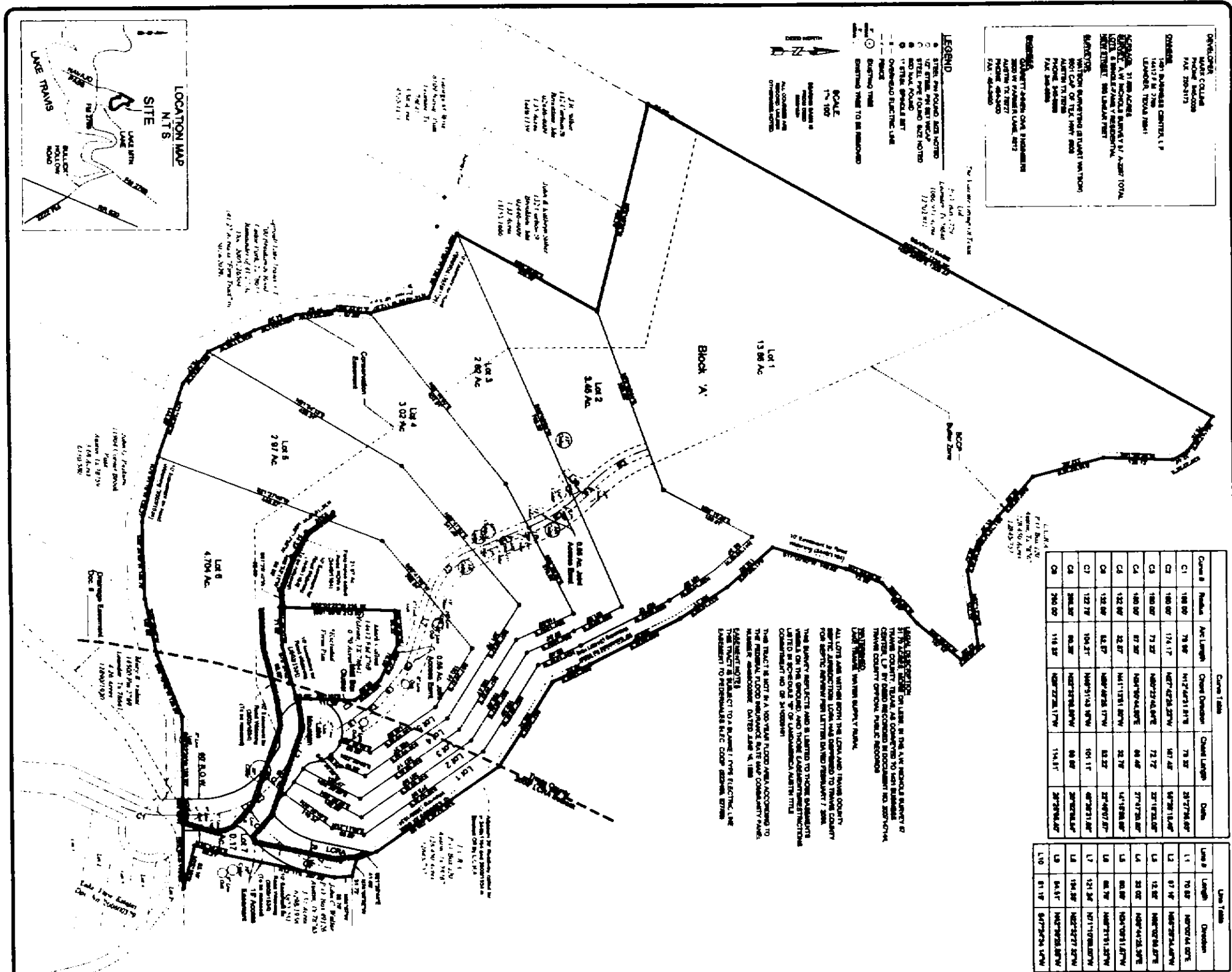
We hope that this request and the attached exhibits aid you in your review of this variance request. Please contact us with any questions you may have.

Sincerely,

Joseph Koen

Attached: Vicinity Map
Street Plan for Lake Mountain Lane
Lake Ridge Estates Preliminary Plan





Chain	Area	Chain Length	Chain Direction	Chain Length	Chain
C1	1.86	79.89	N47°47'13"E 79.89'	25°27'58"R	L1
C2	1.86	174.17	N67°25'42"E 81.49'	64°28'13"R	L2
C3	1.86	71.32	N47°25'42"E 71.32'	25°27'58"R	L3
C4	1.86	71.32	N47°25'42"E 71.32'	25°27'58"R	L4
C5	1.86	71.32	N47°25'42"E 71.32'	25°27'58"R	L5
C6	1.86	71.32	N47°25'42"E 71.32'	25°27'58"R	L6
C7	1.86	71.32	N47°25'42"E 71.32'	25°27'58"R	L7
C8	1.86	71.32	N47°25'42"E 71.32'	25°27'58"R	L8

CONTRACT NOTES

- THE TRACT IS NOT A NON-TAXED ZONE AND ACCORDING TO THE CITY OF AUSTIN, TEXAS, THE TRACT IS SUBJECT TO PAYMENT OF PROPERTY TAXES TO THE COUNTY OF TRAVIS COUNTY, TEXAS.
- THE TRACT IS NOT A NON-TAXED ZONE AND ACCORDING TO THE CITY OF AUSTIN, TEXAS, THE TRACT IS SUBJECT TO PAYMENT OF PROPERTY TAXES TO THE COUNTY OF TRAVIS COUNTY, TEXAS.
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PROPOSED UTILITY CONSTRUCTION

- ALL UTILITIES SHALL BE INSTALLED AND MAINTAINED AT THE EXPENSE OF THE LOT OWNER.
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PROPOSED UTILITY CONSTRUCTION

LOT	AREA	PERMITS	LAND USE
1	1.86 AC	1480 SQ FT	RESIDENTIAL
2	1.86 AC	1480 SQ FT	RESIDENTIAL
3	1.86 AC	1480 SQ FT	RESIDENTIAL
4	1.86 AC	1480 SQ FT	RESIDENTIAL
5	1.86 AC	1480 SQ FT	RESIDENTIAL
6	1.86 AC	1480 SQ FT	RESIDENTIAL
7	1.86 AC	1480 SQ FT	RESIDENTIAL
8	1.86 AC	1480 SQ FT	RESIDENTIAL

PROPOSED UTILITY CONSTRUCTION

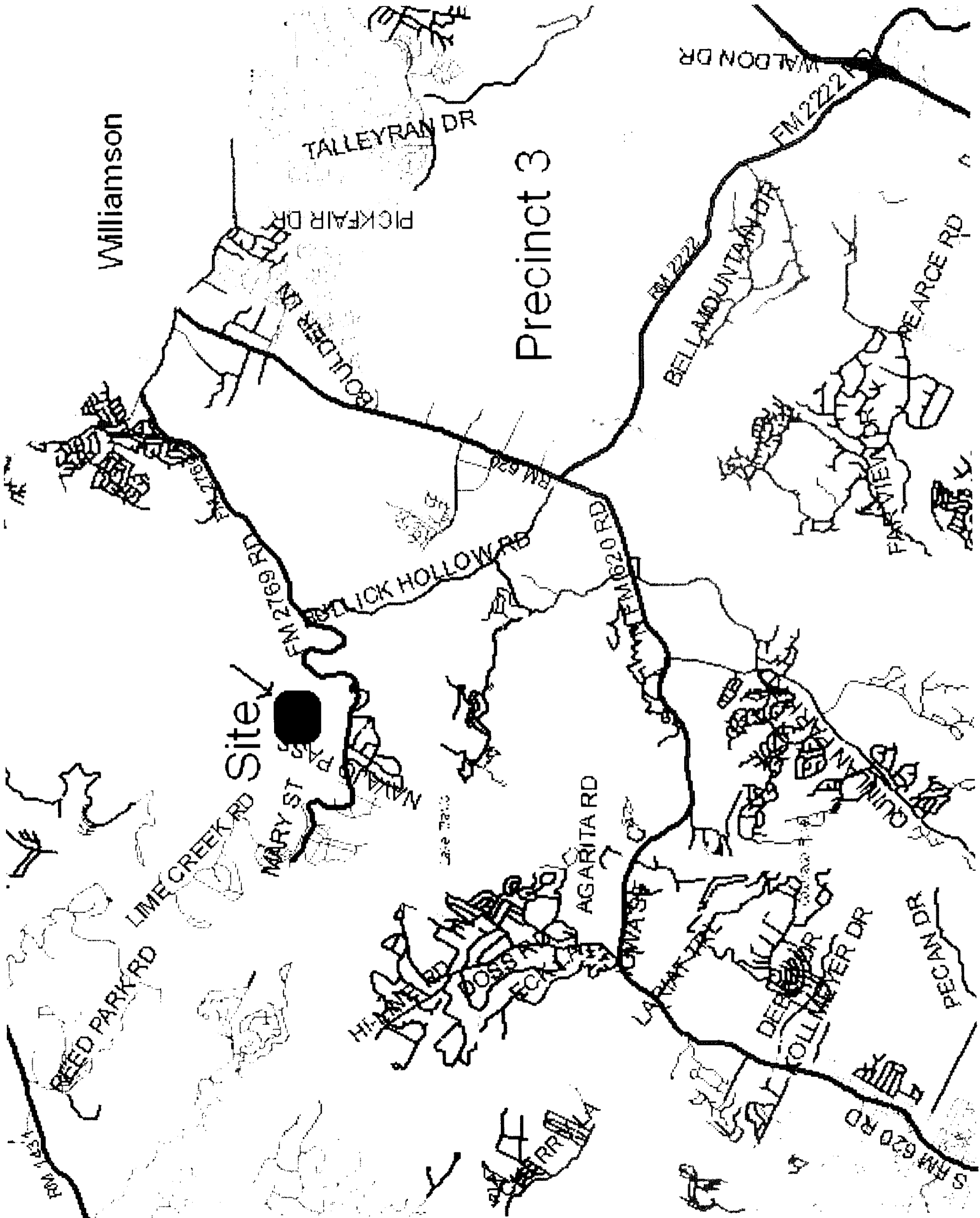
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#21



TRANSPORTATION AND NATURAL RESOURCES

~~JOSEPH P. GIESELMAN, EXECUTIVE MANAGER~~

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

July 28, 2008

MEMORANDUM

TO: Members of Commissioners Court
THROUGH: Joseph P. Gieselman, Executive Manager
FROM: Anna Bowlin, Division Director, Development Services
SUBJECT: Comprehensive Up-Date to Travis County Floodplain Regulations (Chapter 64)

Background: The current regulation was last updated in March 1982. Since then, there have been over 20 amendments to the code. Also, many other County development related regulations have change and now conflict with the floodplain regulations. This causes confusion for staff as well as builders and developers. It also makes the regulation difficult to enforce. Every time the Federal Emergency Management Agency (FEMA) provides new floodplain maps, Travis County must adopt or amend its regulations. The new FEMA maps will be effective September 26, 2008. FEMA has informed the County that a new regulation will be required because of the age of the current regulation. The County must adopt its new regulation prior to September 26, 2008.

Proposed Floodplain Regulations for Travis County: Travis County floodplain regulations have historically been split between Chapter 82, Travis County Regulations for Streets and Drainage in Subdivisions, and Chapter 64, Travis County Regulations for Floodplain Management and Guidelines and Procedures for Development Permits. The proposed floodplain regulations for Travis County address only the Chapter 64 portion of the rules. These rules were developed by H2O Partners using a combination of the FEMA model order, the Texas Colorado River Floodplain Coalition "Higher Standards" model order, and regulations effective in the cities of Austin and Houston.

FEMA requires that the County adopt certain minimum standards for floodplain management, but these standards do not adequately protect citizens in large urban counties from flood. Chapter 64 has higher standards than those FEMA requires in order to participate in the National Flood Insurance Program (NFIP). The proposed regulation includes the current standards and some additional higher standards to better protect citizens from flood. For example, the current Chapter 64 requires that structures be elevated or flood proofed to at least one foot above the expected level of the 100-year flood or Base Flood Elevation (BFE). This is a standard that is above the minimum required to participate in the NFIP. In the new regulation, staff recommends that new structures and substantial improvements be elevated or flood proofed to at least two feet

above the BFE in Zone A and AO. Zones A and AO are ill-defined floodplains. In these zones, there are no detailed engineering studies that would provide accurate BFEs. Two feet allows for a greater margin for error. Structures that are two feet above BFE have lower flood insurance rates than those that are only one foot above BFE. For structures that are located in Zone X (outside the FEMA 100-year floodplain) the County currently issues the development permit that advises the permittee to elevated the finish flood to at least one foot above the highest adjacent grade. As many as 20% of the structures that flood in the County are not in a mapped floodplain. Most of these structures flood due to poor area drainage and are located at or slightly above grade. The new regulation requires that the finish floors of all new structures be placed one foot above the highest adjacent grade.

Several sections of Chapter 64 have been carried forward into the new regulation. Examples include the Solid Waste Siting Ordinance and the Dry Bock Barge Exemption.

Public Involvement: The County Attorney Office prepared a Takings Impact Analysis of the proposed floodplain regulation, although it is technically not required for a political subdivision to adopt regulations for floodplain management. A part of the Takings Analysis requires that a public hearing be held 30-days after posting public notice in the newspaper. TNR recommends holding the public hearing on September 9,2008 to receive comments from citizens. Drafts of the proposed regulation will be available for public viewing at:

www.co.travis.tx.us or
Weekdays between 8:30 AM and 4:00 PM at
411 West 13th Street
8th -floor permits counter
Austin TX 78701.

Comments should be sent to:

Stacey Scheffel, Floodplain Manager, TNR
512-854-7565
P.O. Box 1748
Austin TX 78767
stacey.scheffel@co.travis.tx.us

Summary and Staff Recommendation: The proposed floodplain regulation is intended to simplify the code and make it easier to read and understand. The higher standards will protect lives and property of citizens of Travis County. Because of the age of Chapter 64, FEMA is requiring that the County adopt a new floodplain regulation. TNR staff recommends adoption of the new floodplain regulation.

Budgetary and Fiscal Impact:

None

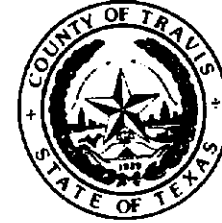
Exhibits: Chapter 64

Draft Floodplain Management Order
Takings Analysis
FEMA Letter of Final Determination
FEMA check list

CC: Anna Bowlin, Manager, Development Services, TNR
Stacey Scheffel, Floodplain Manager, TNR
Julie Joe, Assistant County Attorney
Chris Gilmore, Assistant County Attorney

JPG:ab:ss

Last Updated 9-9-08 at 12:15pm



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

Addendum Agenda items: 1 and 30

September 8, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Anna Bowlin, Division Director, Development Services Division

SUBJECT: Addendum to Backup Memorandum: Comprehensive Up-Date to Chapter 64 of the Travis County Regulations for Floodplain Management and Guidelines and Procedures for Development Permits

SUMMARY UPDATE AND STAFF RECOMMENDATION:

The comprehensive up-date of County Floodplain regulations, Chapter 64, has been available for public comment since August 5th, 2008. To date, staff has received one internal comment regarding the regulation. Specifically 64.061(a) was altered to include guidance on "clearing" activities to insure compliance with State and local water quality regulations. In addition, staff has made non-substantive revisions to further clarify the code, correct spelling errors and include correct dates. Staff has received over 300 inquiries concerning the floodplain maps and flood insurance. Staff has responded to all inquiries.

BUDGETARY AND FISCAL IMPACT:

None.

REQUIRED AUTHORIZATIONS:

None.

EXHIBITS:

Revised Draft Chapter 64
Order adopting Chapter 64
JPJ:AB:ss

Last Updated 9-9-08 at 12:15pm

**ORDER OF THE TRAVIS COUNTY COMMISSIONERS COURT
AMENDING CHAPTER 64 OF THE TRAVIS COUNTY CODE,
REGULATIONS FOR FLOODPLAIN MANAGEMENT AND
GUIDELINES AND PROCEDURES FOR DEVELOPMENT PERMITS**

Pursuant to §1.0051 and §1.0052 of the Travis County Policies, Procedures, and Regulations Manual (the "Travis County Code"), be it hereby ORDERED that Chapter 64 of the Travis County Code is hereby amended by deleting the current Chapter 64 and by adding a new Chapter 64, attached hereto and made a part hereof.

The new Chapter 64 of the Travis County Code shall become effective on September 26, 2008.

ORDERED on this _____ day of September 2008.

TRAVIS COUNTY COMMISSIONERS COURT

Samuel T. Biscoe
Travis County Judge

Ron Davis
Commissioner, Precinct 1

Sarah Eckhardt
Commissioner, Precinct 2

Gerald Daugherty
Commissioner, Precinct 3

Margaret Gómez
Commissioner, Precinct 4

Last Updated 9-9-08 at 12:15pm

Chapter 64. Regulations for Floodplain Management and Guidelines and Procedures for Development Permits

SUBCHAPTER A.

§64.001. Findings and General Authority

(a) Findings. ¹ The Travis County Commissioners Court makes the following findings:

(1) The flood hazard areas of Travis County are subject to periodic inundation which can result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

(2) These flood losses are caused by:

(A) the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and

(B) the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inappropriately placed and/or inadequately elevated, floodproofed, or protected from flood damage;

(b) General Authority.

(1) The Travis County Commissioners Court is authorized to adopt floodplain regulations designed to promote the public health, safety, and general welfare of its citizenry.

(2) Pursuant to the authority granted to it by the Texas Legislature in Sections 16.3145 and 16.315 of the Texas Water Code, the Travis County Commissioners Court is authorized to take all necessary and reasonable actions to comply with the requirements and criteria of the National Flood Insurance Program, including but not limited to:

(A) making appropriate land use adjustments to constrict the development of land which is exposed to flood damage and minimize damage caused by flood losses;

(B) guiding the development of proposed future construction, where practicable, away from a location which is threatened by flood hazards;

(C) assisting in minimizing damage caused by floods;

(D) authorizing and engaging in continuing studies of flood hazards in order to facilitate a constant reappraisal of the flood insurance program and its effect on land use requirements;

¹ Source: Model ord., Art. I., Section B.

Last Updated 9-9-08 at 12:15pm

- (E) engaging in floodplain management and adopting and enforcing permanent land use and control measures consistent with the criteria established under the National Flood Insurance Act;
- (F) declaring property, when such is the case, to be in violation of local laws, regulations, or ordinances which are intended to discourage or otherwise restrict land development or occupancy in flood-prone areas and notifying the director, or whomever the director of the Federal Emergency Management Agency ("FEMA") designates, of such property;
- (G) consulting with, giving information to, and entering into agreements with FEMA for the purpose of:
 - (i) identifying and publishing information with respect to all flood areas, including coastal areas; and
 - (ii) establishing flood-risk zones in all such areas and making estimates with respect to the rates of probable flood-caused loss for the various flood-risk zones for each of these areas;
- (H) cooperating with the FEMA director's studies and investigations with respect to the adequacy of local measures in flood-prone areas as to land management and use, flood control, flood zoning, and flood damage prevention;
- (I) taking steps, using regional, watershed, and multi-objective approaches, to improve the long-range management and use of flood-prone areas;
- (J) purchasing, leasing, and receiving property from the FEMA director when such property is owned by the federal government and lies within the boundaries of the political subdivision pursuant to agreements with the Federal Emergency Management Agency or other appropriate legal representative of the United States Government;
- (K) requesting aid pursuant to the entire authorization from the Texas Water Development Board ("TWDB")
- (L) satisfying criteria adopted and promulgated by TWDB pursuant to the National Flood Insurance Program;
- (M) adopting permanent land use and control measures with enforcement provisions which are consistent with the criteria for land management and use adopted by the FEMA director;
- (N) adopting more comprehensive floodplain management rules that the political subdivision determines are necessary for planning and appropriate to protect public health and safety;
- (O) participating in floodplain management and mitigation initiatives such as the National Flood Insurance Program's Community Rating System, Project Impact, or other initiatives developed by federal, state, or local government; and

Last Updated 9-9-08 at 12:15pm

(P) collecting reasonable fees to cover the cost of administering a local floodplain management program.²

§64.002. Purpose and Objectives

The purpose of this chapter is to promote public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in Travis County through the establishment of comprehensive regulations for management of flood hazard areas designed to:

- (a) protect human life and health;³
- (b) enable Travis County to qualify for the National Flood Insurance Program so that property owners may obtain federally subsidized flood insurance for structures.⁴
- (c) minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (d) minimize prolonged business interruptions;
- (e) minimize damage to public facilities and utilities such as water and gas mains; electric, telephone, and sewer lines; and streets and bridges located in areas of special flood hazard;⁵
- (f) help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future blighted areas caused by flood damage;
- (g) ensure that potential buyers are notified that property is in an area of special flood hazard so that they do not unknowingly purchase land and structures which are unsuitable for certain purposes because of flood hazards;⁶
- (h) ensure that those who occupy the areas of special flood hazard assume responsibility for their actions;⁷
- (i) minimize expenditure of public money for costly flood-control projects;
- (j) Encourage use of flood plain lands in accordance with their natural function as bearers of flood waters.⁸

² Source: Texas Water Code sec. 16.315. Should satisfy Checklist item 1 (citation of statutory authority).

³ Current 64.004

⁴ Source: current 64.003.

⁵ List expanded to include items listed in Mod Ord Art I, Section C (5).

⁶ Combined 64.003(3) with Model Ordinance Art. I, Section C(7).

⁷ New. 1.3 of draft and Art. I, Section C of Model Ordinance. Should satisfy Checklist item 7 (purpose section citing health, safety, and welfare reasons for adoption).

⁸ Source: current section 64.003.

Last Updated 9-9-08 at 12:15pm

§64.003. Methods for reducing flood loss

This chapter provides a regulatory system to monitor and manage land use in the County to reduce the likelihood that land use within the County will increase the dangers of flooding. In order to accomplish its purpose and objectives, this chapter utilizes methods and provisions to:

- (a) restrict or prohibit land uses that are dangerous to health, safety, or property in times of flood or cause excessive increases in erosion, flood heights, or velocities;
- (b) require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (c) control the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;
- (d) control filling, grading, dredging, and other development which may increase flood damage; and
- (e) regulate, including prohibiting, the construction of flood barriers which will unnaturally divert flood waters or which may otherwise increase flood hazards in other areas.⁹

§64.004. Application

This order shall apply to all properties in the unincorporated areas of Travis County.¹⁰

§64.005. Basis for Identification of Special Flood Hazard Areas¹¹

The special flood hazard areas identified by the Federal Insurance and Mitigation Administration ("FIMA") of the Federal Emergency Management Agency ("FEMA") in the Flood Insurance Study ("FIS") dated September 26, 2008 and accompanying Flood Insurance Rate Maps and flood boundary-floodway maps dated September 26, 2008, and all subsequent amendments and revisions thereto, are hereby adopted by reference and declared to be a part of this chapter. This FIS and attendant mapping is the minimum area of applicability of this chapter and may be supplemented by studies for other areas which allow implementation of this chapter and which are recommended to Travis County by the Floodplain Administrator. The FIS and accompanying FIRM are on file at the Travis County Transportation and Natural Resources Department, 411 West 13th St., 8th floor, Austin, Texas 78701.

§64.006. Use of other flood hazard data to supplement the effective FIRM

⁹ New. See 1.4 of draft.

¹⁰ New. From 3.1 of draft.

¹¹ Modified slightly from 3.2 of draft. Checklist says 3.2 satisfies items 14 (adoption of correct map and date [60.3(b)] and 15 (adoption of Flood Insurance Study) [60.3(c), (d), or (e)]. Replaces old 64.005.

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(a) From time to time elevation and flooding studies are undertaken by or under the auspices of the Federal Emergency Management Agency and local political subdivisions that have responsibility to abate flooding. Upon determination by the Floodplain Administrator that the data generated by such a study appears to be reliable and based upon sound engineering and surveying practices and further that the study's data indicate that the effective FIRMs are materially inaccurate, the Floodplain Administrator may cause the study data to be administered for purposes of this chapter as though it were a part of the effective FIRM. Any such determination shall be issued in writing and a copy shall be placed on file in the office of the County Clerk.

(b) Where the study data are being administered as provided in subsection (a), the following procedures shall apply:

(1) To the extent of any inconsistencies between the study data and the effective FIRM, the more restrictive base flood elevations and special flood hazard areas shall be controlling, and in no instance may any determination or designation that is based on the effective FIRM be reduced by study data.

(2) If alternative base flood elevations exist for a piece of property because of the administration of supplemental data as provided in this section, the applicant shall provide two surveys, one of which shall be based in the effective FIRM and one of which shall be based on the study data.

(3) Any applicant for a plat, permit, or other approval that is denied because of the application of the study data may appeal the denial of the permit, plat, or other approval based on the validity of the study data as applied to the applicant's property or project. The appeal shall be considered in the same manner as a variance application under this chapter. In any such appeal, the Floodplain Administrator shall provide the documentation for the study data; however, the burden of demonstrating that the study data are incorrect as applied to the applicant's property shall rest upon the applicant, and must be supported by the agency then responsible for the study data. Any appeal pursuant to this section shall not result in a change to any of the study data. In addition, if the study data being used has been published by the Federal Emergency Management Administration for comment as a draft or preliminary FIRM:

(A) The appeal process shall be limited to the application of the study data by the County to the specific application that is the subject of the appeal;

(B) The appeal process shall not be regarded as an appeal under part 67, or a request for map amendment under part 69, of Title 44 of the Code of Federal Regulations;

(C) Any outcome of the appeal to the County is in no way binding on the Federal Emergency Management Administration, nor will it affect or limit any action the Federal Emergency Management Administration may take; and

(D) Any challenge to the use of the study data as the basis for a FIRM should be separately addressed to the Federal Emergency Management Administration under the applicable federal rules.

(c) For any special flood hazard area for which a floodway has not been designated, the applicant may submit an engineering analysis by a registered professional engineer

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licensed in the State of Texas that defines the floodway with respect to the site for which a development permit is sought.¹²

(d) If an official floodplain map is not available, the owner of property to be developed shall calculate the boundaries of the 100-year floodplain in accordance with the City of Austin's Drainage Criteria Manual and submit the calculation to the Floodplain Administrator for review.

§64.007. Availability of Flood Insurance Study and Flood Insurance Rate Map

The Flood Insurance Study and the Flood Insurance Rate Map and any subsequent revisions or amendments thereto that are being administered as provided in this chapter are available for public inspection in the office of the Executive Manager of TNR during normal business hours.¹³

§64.008. Floodplain Administrator Authorized to Promulgate Guidelines

The Floodplain Administrator is expressly authorized to promulgate any guidelines for administration of this chapter that are consistent with the requirements of this chapter and applicable state and federal laws and regulations.¹⁴

§64.009. Obstruction of Waterways Prohibited

Unless authorized by a site plan approved under applicable Travis County rules, a person may not place or cause to be placed an obstruction in a waterway.¹⁵

§64.010. Duty to Maintain Unobstructed Waterways

The person in control of real property traversed by a waterway shall keep the waterway free from an obstruction that is not authorized by a site plan.¹⁶

§64.011. Standing Water Declared a Nuisance

A pool of standing water in a waterway that is caused by an unauthorized obstruction in the waterway is declared to be a nuisance.¹⁷

§64.012. Abrogation and Greater Restriction

This chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, the provisions of this chapter shall take precedence over any less restrictive conflicting law, order, ordinance, code, or official determination. All other regulations inconsistent with this ordinance are hereby repealed to the extent of the inconsistency only. For purposes of this chapter, the Floodplain

¹² Source: section 19-4 of Houston rules.

¹³ Source: 19-1(e) of Houston rules.

¹⁴ Source: 19-1(f) of Houston rules.

¹⁵ Source: 25-7-2 of City of Austin Code.

¹⁶ Source: 25-7-3 of City of Austin Code.

¹⁷ Source: 25-7-4 of City of Austin Code.

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Administrator shall determine which of these conflicting laws, orders, ordinances, codes, or official determinations are most restrictive, and his decision in this regard shall be final.¹⁸

§64.013. Warning and Disclaimer of Liability

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on maps promulgated by the Federal Emergency Management Agency which are required to be used as a condition for obtaining flood insurance. These maps are based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. Neither the regulations established hereunder nor the issuance of permits hereunder or other approvals granted pursuant to this chapter are intended to imply that lands outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damage. This order does not create liability on the part of the Travis County Commissioners Court or any County officer, employee, agent, or department, the State of Texas, the Federal Insurance and Mitigation Administration, or the Federal Emergency Management Agency for any flood damages that result from reliance on this chapter or any administrative decision lawfully made hereunder.¹⁹

§ 64.014. Severability

If any provision of this ordinance, or the application thereof, to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid portion, and to this end the provisions of this ordinance are declared to be severable.²⁰

[Sections 64.015-64.030 Reserved for Expansion.]

SUBCHAPTER B. DEFINITIONS.

§64.031. Definitions

Unless specifically defined below, words or phrases used in this order shall be interpreted so as to give them the meaning they have in common usage and to give this order its most reasonable application.²¹

“A” Permit – means Basic Development Permit (the two terms are interchangeable).

“B” Permit – means Special Flood Hazard Area (“SFHA”) Development permit (the two terms are interchangeable).

¹⁸ Sources: current 64.033, 19-1(d) of Houston Rules, 3.4 of draft. Should satisfy item 9 of checklist. Authority: 44 CFR sec. 60.1(d)

¹⁹ Sources: current 64.034 and 64.063, 3.6 of draft and 19-1(c) of Houston rules. Should satisfy item 8 of checklist.

²⁰ Current 64.032.

²¹ New

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“Accessory use” means a use which is incidental and subordinate to the principal use of the parcel of land on which it is located.²²

“Accessory structure” means an appurtenant structure.²³

“Agriculture” means the use of land to produce plant or animal products, including fish or poultry products, under natural conditions but does not include the processing of plant or animal products after harvesting or the production of timber or forest products.²⁴

“Agricultural use” means any use or activity involving agriculture, including irrigation.²⁵

“Appeal” means a request for a review of the Floodplain Administrator’s interpretation of any provision of this order by the Travis County Commissioners Court.²⁶

“Appurtenant structure” means a structure which is on the same parcel of property as the principal structure to be insured and which is incidental to the use of the principal structure.²⁷

“Area of shallow flooding” means a designated AO Zone on a community’s Flood Insurance Rate Map (“FIRM”) with a 1 percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, the path of flooding is unpredictable and indeterminate, and velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.²⁸

“Area of special flood hazard” means an area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. It is shown on a Flood Hazard Boundary Map (“FHBM”) or FIRM as Zone A, AO, and AE. Synonymous with “Special flood hazard area”²⁹

“Area of special flood-related erosion hazard” –See “Flood-related erosion area” or “Flood-related erosion prone area.”³⁰

²² New. NFIP fn 11: “by this definition is restricted to land. The term is commonly used in conjunction with a structure—i.e., accessory structure.”

²³ New.

²⁴ Definition from Tax Code.

²⁵ From the Texas Water Code.

²⁶ New

²⁷ New. Source: 44 CFR sec. 59.1.

²⁸ New. I’ve modified the consultant’s definition to make it almost identical to the definition in 44 CFR sec. 59.1

²⁹ New. Source: 44 CFR sec. 59.1.

³⁰ New. 44 CFR sec. 59.1 defines “area of special flood-related erosion hazard” to mean “the land within a community which is most likely to be subject to severe flood-related erosion losses. The area may be designated as Zone E on the Flood Hazard Boundary Map (FHBM). After the detailed evaluation of the special flood-related erosion hazard area in preparation for publication of the FIRM, Zone E may be further refined.”

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“Base Flood” means a flood which has a one percent chance of being equaled or exceeded in any given year (also called the “100-year flood”). “Base flood” is the term used throughout this order.³¹

“Base Flood Elevation” (“BFE”) means the elevation shown on the Flood Insurance Rate Map (FIRM) for Flood Zones A, AE, AO that indicates the water surface elevation resulting from a flood that has a one percent or greater chance of being equaled or exceeded in any given year.³²

“Basement” means any area of the building having its floor subgrade - i.e., below ground level - on all sides.³³

“Benchmark” refers to a surveyor’s mark made on a permanent landmark of known position and altitude based on a standard reference plane established by the federal government from which elevations are measured. On official FEMA flood maps, benchmarks are referenced to the National Geodetic Vertical Datum (NGVD) of 1929 or National Geodetic Vertical Datum (NGVD) of 1988. See “Elevation Reference Mark.”³⁴

“Building”—see “Structure”³⁵

“Certificate of compliance” means a notarized statement, from the applicant for any permit issued under this chapter, to the effect that the applicant has received all permits, licenses, or approvals then required by federal law, statute or regulation, including but not limited to, permits issued under the authority of Section 404 of the Federal Water Pollution Control Act Amendments of 1972, or required by or under any statute, rule, or regulation of the State of Texas.³⁶

“Commissioners Court” means the Travis County Commissioners Court.

“Development” means any man-made change to improved or unimproved real estate, including, but not limited to, the construction of buildings or other structures, a change in the use of improved or unimproved real estate, mining, dredging, filling, grading, paving, surfacing, excavation operations, drilling operations, the storage of equipment or materials, and the clearing of land for the purpose of preparing a site for any man-made change to improved or unimproved real estate.³⁷

³¹ New. 44 CFR sec. 59.1.

³² Revised. NFIP comment in fn3: “This is technically correct but all BFEs do not necessarily appear on a FIRM. BFEs can be used for many management purposes that will not show up on a FIRM or LOMC. I suggest the following wording: ‘...indicates the water surface elevation resulting from a flood that has a 1% or greater chance of being equaled or exceeded in a given year.’” Does the County want to follow the suggested wording from NFIP?

³³ New

³⁴ New. Not in 44 CFR sec. 59.1.

³⁵ New. Source: 44 CFR sec. 59.1

³⁶ New. From City of Houston definitions.

³⁷ Revised. 44 CFR sec. 59.1 defines development as “any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or

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“Division Director” means the Division Director of Development Services of the Travis County Transportation and Natural Resources Department.³⁸

“Drainage Basin” means all of that portion of land which contributes runoff water to a waterway.

“Dry Dock Barge” means a non-residential, commercial structure that is permanently attached to pilings through collars or other engineered means or is otherwise a floating structure that is not self-propelled or readily towable given a two-hour warning time and is dependent on land-based utilities and services, provided that the structure is dry, flood-proofed, and certified by a Registered Professional Engineer.³⁹

“Elevation Reference Mark” or (“ERM”) means a point of vertical ground elevation reference to be shown on the FIRM for comparison to the BFE. ERMs shall be referenced to the National Geodetic Vertical Datum (NGVD) of 1929 or the National Geodetic Vertical Datum (NGVD) of 1988.⁴⁰

“Elevation certificate” means a statement from an engineer or surveyor licensed by the State of Texas on the most current FEMA form certifying that the lowest floor of the structure has been elevated at least as high as required by this chapter.⁴¹

“Encroachment” means any use or the advance or infringement of uses, plant growth, fill, excavation, buildings, permanent structures, or development into a floodplain which may impede or alter the flow capacity of a floodplain.⁴²

“Executive Manager” means the Executive Manager of the Travis County Transportation and Natural Resources Department.⁴³

“Existing manufactured home park or subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of

materials.” NFIP comment in fn4: “Do you really want to include: ‘...including a change in use’? This might be okay IF ‘change in use’ ALWAYS results in man-made change to real estate. You might want to check out the definition of ‘Development’ in the Regulation again. It’s your call.” Current definition: the alteration or improvement of land (which involves a change in the use of that land). Some examples of uses fitting this definition under this ordinance are any structures, mobile homes, parking lots, paving and surfacing, substantial improvement to structures, and other uses consistent with this definition.

³⁸ Revised. Current definition says Division Director of Planning and Engineering Services at TNR.

³⁹ Revised.

⁴⁰ New

⁴¹ New. From City of Houston rules.

⁴² Revised. Current definition says “any use which inhibits the hydrologic role of the flood plain.”

⁴³ New

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concrete pads) was completed before April 1, 1982.⁴⁴

“Expansion to an existing manufactured home park or subdivision” means the preparation of additional sites by the construction of facilities for servicing the lots on which manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).⁴⁵

“Final Plat” means a map or drawing of a proposed subdivision prepared in a manner suitable for recording in the County records and prepared in conformance with the conditions of any Preliminary Plan approval previously granted by the County.⁴⁶

“Flood” or “flooding” means:

(a) A general and temporary condition of partial or complete inundation of normally dry land areas from:

(1) The overflow of inland or tidal waters.

(2) The unusual and rapid accumulation or runoff of surface waters from any source.

(3) Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph (a)(2) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.

(b) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (a)(1) of this definition.⁴⁷

“Flood Hazard Areas” - the maximum area of the flood plain likely to be inundated by the 100-year flood.

⁴⁴ New. Consultant put down date of May 3, 1976. NFIP comment in fn5: “This definition should reference your FIRM date of 1 Apr 1982, not when you entered the program.” Source: 44 CFR sec. 59.1.

⁴⁵ New. Source: 44 CFR sec. 59.1.

⁴⁶ New. Source: 82.002 of Travis County Code.

⁴⁷ This is the definition as found in 44 CFR sec. 59.1. The current defines “flood” or “flooding” as “a temporary condition of partial or complete inundation of normally dry land areas from overflow of the waterway.” Consultant put “flood water” as a definition: “flood,” “flooding,” or “flood water” means...However, “floodwater” is not the same thing as flood or flooding.

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“Flood Hazard Boundary Map (FHBM)” means an official map of a community, issued by Federal Insurance Administrator, where the boundaries of the flood, mudslide (i.e., mudflow) related erosion areas having special hazards have been designated as Zones A, M, and/or E.⁴⁸

“Flood Insurance Rate Map (FIRM)” means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.⁴⁹

“Flood Insurance Study” means the official report provided by the Federal Insurance Administration that includes flood profiles, the Flood Insurance Rate Map, the Flood Boundary and Floodway Map, and the water surface elevation of the base flood. Synonymous with “Flood Elevation Study.”⁵⁰

“Flood protection system” means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a “special flood hazard” and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.⁵¹

“Flood-related erosion” means the collapse or subsidence of land along the shore of a lake or other body of water as a result of undermining caused by waves or currents of water exceeding anticipated cyclical level or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge, or by some similarly unusually and unforeseeable event which results in flooding.⁵²

“Flood-related erosion area” or “Flood-related erosion prone area” means a land area adjoining the shore of a lake or other body of water, which, due to the composition of

⁴⁸ New. The consultant did not include a definition of FHBM, but the term is used in the draft.

Source: 44 CFR sec. 59.1.

⁴⁹ Revised.

⁵⁰ New. Note: 44 CFR sec. 59.1. defines “flood elevation study” as “an examination, evaluation, and determination of flood hazards, and if appropriate, corresponding water surface elevations, or an examination, evaluation, and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

⁵¹ New. Source: 44 CFR 59.1. I’ve added this definition because the consultant’s draft refers to a “flood protection system.” (see, e.g., definition of

⁵² New. Source: 44 CFR sec. 59.1.

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the shoreline or bank and high water levels or wind-driven currents, is likely to suffer flood-related erosion damage.⁵³

“Flood-related erosion area management” means the operation of an overall program of corrective and preventive measures for reducing flood-related erosion damage, including but not limited to, emergency preparedness plans, flood-related erosion control works, and floodplain management regulations.⁵⁴

“Floodplain or flood-prone area” means any land area susceptible to being inundated by water from any source - see **“Flooding”**.⁵⁵

“Floodplain Administrator” is the individual appointed by the Division Director to administer and enforce the floodplain management regulations.⁵⁶

“Floodplain management” means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.⁵⁷

“Floodplain management regulations” means this chapter, subdivision regulations, health and safety regulations, special purpose orders (such as orders pertaining to grading and erosion control), and other applications of police power which control development in flood-prone areas. This term describes federal, state, and local regulations in any combination thereof which provide standards for preventing and reducing flood loss and damage.⁵⁸

“Floodproofing” means any combination of structural and nonstructural additions, changes, or adjustments to new or existing structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents (Refer to FEMA Technical Bulletins TB 1-93, TB 3-93, and TB 7-93 for guidelines on dry and wet floodproofing.)⁵⁹

“Floodproofing certificate” means a certificate issued by a registered professional engineer licensed in the State of Texas which states that he has developed and/or reviewed the structural design, specifications, and plans for the construction of the structures or improvements covered by the certificate and that the design and methods

⁵³ New. Source: 44 CFR sec. 59.1

⁵⁴ New. Source: 44 CFR sec. 59.1.

⁵⁵ Revised. Source: 44 CFR sec. 59.1.

⁵⁶ New.

⁵⁷ Revised. Source: 44 CFR sec. 59.1

⁵⁸ New. Source: 44 CFR 59.1

⁵⁹ Revised.

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of construction are in accordance with accepted standards of practice for meeting the following requirements:

(a) The floodproofing methods used are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the base flood; and,

(b) Together with attendant utility and sanitary facilities, the structures are designed so that below the base flood level the structures are watertight with walls impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.⁶⁰

“Flood Profile” means a profile including profiles provided by FEMA showing various flood water surface levels along a waterway, including the regulatory flood profile.

“Floodway” means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot at any point. Also referred to as **“Regulatory Floodway”**.⁶¹

“Floodway fringe” is that area of a floodplain on either side of the **“Regulatory Floodway”** where encroachment may be permitted.⁶²

“Flood Insurance Rate Map” (**“FIRM”**) means an official map of a community on which the FEMA has delineated both the special hazard areas and the risk premium zones applicable to the community.⁶³

“Fraud and victimization” as related to **Division 4 of Subchapter C** of this order (**Variances**), means that a variance granted must not cause fraud on or victimization of the public. In examining this requirement, the Commissioners Court will consider the fact that every newly constructed building adds to government responsibilities and remains a part of the community for fifty to one-hundred years. Buildings that are permitted to be constructed below the base flood elevation are subject during all those years to increased risk of damage from floods, while future owners of the property and the community as a whole are subject to all the costs, inconvenience, danger, and suffering that those increased flood damages bring. In addition, future owners may purchase the property, unaware that it is subject to potential flood damage, and can be insured only at very high flood insurance rates.

⁶⁰New. This definition is from the City of Houston rules.

⁶¹ Revised. NFIP comment in fn6: “This is a good definition if you use the standard increase of 1 foot to define the floodway, as most communities do. The NFIP Regulation uses the wording, ‘more than a designated height’ to give communities to adopt a higher standard definition of the floodway, i.e., anything less than 1 foot which restricts the amount of land for development. Some communities stipulate that the entire SFHA is the floodway, and manage it that way. You might want to consider this option as another higher standard.” TNR wants to leave as is.

⁶² New.

⁶³ Source: 44 CFR sec. 59.1.

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“Functionally dependent use” means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.⁶⁴

“Governing Body” means the Travis County Commissioners Court, which is empowered to adopt and implement regulations to provide for the public health, safety, and general welfare of its citizenry.⁶⁵

“Hardship” as related to **Division 4 of Subchapter C, Variances**, of this order means the exceptional hardship that would result from a failure to grant the requested variance. The Commissioners Court requires that the variance be exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one’s neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

“Highest adjacent grade” means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.⁶⁶

“Historic structure” means any structure that is:

- (a) listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (b) certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (c) individually listed on the State of Texas inventory of historic places;
- (d) individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - (1) by an approved state program as determined by the Secretary of the Interior, or
 - (2) directly by the Secretary of the Interior in states without approved programs⁶⁷

⁶⁴ New. Source: 44 CFR sec. 59.1

⁶⁵ New.

⁶⁶ New. Source: 44 CFR sec. 59.1.

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“Levee” means a human-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.⁶⁸

“Levee system” means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.⁶⁹

“Lowest floor” means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building’s lowest floor as long as such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of 44 C.F.R. sec. 60.3. **(see FEMA Technical Bulletin T-10-01)**⁷⁰

“Manufactured home” means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term “manufactured home” does not include a “recreational vehicle”.⁷¹

“Manufactured home park or subdivision” means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.⁷²

“Market value” means the value of a structure as established by one of the following:

- (a) The improvement value assigned to the structure by the Travis Central Appraisal District;
- (b) The computed actual cash value as determined by the FEMA-approved Residential Substantial Damage Estimator (RSDE) methodology;

⁶⁷ New. We are required to include a definition for historic structure. Source of definition: 44 CFR sec. 59.1

⁶⁸ New. Source 44 CFR sec. 59.1.

⁶⁹ New. Source: 44 CFR sec. 59.1.

⁷⁰ New. NFIP comment in fn7 suggests using the definition in 44 CFR sec. 59.1, so the definition above is the same as the definition in sec. 59.1.

⁷¹ New. Source: 44 CFR sec. 59.1. Note: current chapter 64 defines “mobile home” to mean:

- (i) a mobile home;
- (ii) a manufactured home; or
- (iii) a recreational vehicle that either:
 - (A) is on site for 180 consecutive days or more; or
 - (B) is not fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

⁷² New. Source: 44 CFR sec. 59.1.

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- (c) An appraisal performed not more than eighteen (18) months prior to a flood event by a certified real estate appraiser licensed by the Texas Appraiser Licensing and Certification Board; or
- (d) Any other similar method acceptable to the Floodplain Administrator.

Market value shall not include the value of land, landscaping, or detached accessory structures on the property.⁷³

“Mean sea level” means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (“NGVD”) of 1929 or National Geodetic Vertical Datum (“NGVD”) of 1988, to which base flood elevations shown on a community’s Flood Insurance Rate Map are referenced.⁷⁴

“Minimum flood protection elevation” means the base flood elevation plus 12 inches.⁷⁵

“National Geodetic Vertical Datum” (NGVD) as corrected in 1929 and again in 1988 is a vertical control used as a reference for establishing elevations. If a datum other than NGVD 88 is used, then the datum listed as the reference datum on the applicable FIRM panel for use on Elevation Certificate completion will be used.⁷⁶

“New construction” means, for the purposes of determining insurance rates, structures for which the “start of construction” commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, “new construction” means structures for which the “start of construction” commenced on or after April 1, 1982⁷⁷, and includes any subsequent improvements to such structures.⁷⁸

⁷³ This definition is from City of Houston’s rules. City of Houston’s definition just says that market value does not include the land value; the phrase regarding landscaping and accessory structures is from 64.027(b)(1).

⁷⁴ New. 44 CFR sec. 59.1 says “Mean sea level means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community’s Flood Insurance Rate Map are referenced.”

⁷⁵ New. This term is used in Sections 64.122 and 64.155 (borrowed from City of Houston rules).

⁷⁶ New. From consultant’s draft.

⁷⁷ See footnote about NFIP comment regarding the definition of existing manufactured home park or subdivision. The definition in 44 CFR sec. 59.1 states:

New construction means, for the purposes of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced *on or after the effective date of a floodplain management regulation adopted by a community* and includes any subsequent improvements to such structures. (emphasis added).

⁷⁸ New. Source: 44 CFR sec. 59.1. NFIP’s comment in NFIP’s footnote 8 says that our definition of new construction should be as it is in 44 CFR sec. 59.1. The consultant’s definition

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“New manufactured home park or subdivision” means a manufactured home park or subdivision with more than two manufactured homes for rent or sale where the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after September 1, 1999.⁷⁹

“Non-Conforming Use” means any development that does not conform to FEMA Code of Federal Regulations (CFR) for the National Flood Insurance Program (NFIP) or to provisions of this order.⁸⁰

“Non-Residential” refers to and includes, but is not limited to, business concerns, churches, schools, farm buildings (including grain bins and silos), pool-houses, clubhouses, recreational buildings, mercantile structures, agricultural and industrial structures, subdivision infrastructure, roadway construction, warehouses, and hotels or motels with normal room rentals for less than 6 months’ duration, and more than 2 manufactured homes for rent or sale.⁸¹

“Obstruction” includes, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, projection, excavation, channelization, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation or other material in, along, across or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.⁸²

“One-hundred-year flood” or **“100-year flood”** - see **“Base flood.”**⁸³

“Plat” means a map, chart, survey, plan, or replat of a specific land area such as a town, section, or subdivision showing the location and boundaries of individual parcels of land subdivided into lots, with streets, alleys, easements, landmarks, and monuments depicted.⁸⁴

“Preliminary Plan” means a map or drawing of a proposed subdivision illustrating the features of the development submitted either as a required part of an application for

omitted the part about the meaning of new construction for the purposes of determining insurance rates.

⁷⁹ New. Source: 44 CFR sec. 59.1. September 1, 1999 is the date that the colonias statute became effective.

⁸⁰ New. Source: consultant’s draft.

⁸¹ New. Source: consultant’s draft.

⁸² New. Source: consultant’s draft.

⁸³ Current definition says “”

⁸⁴ Source: 232.021 of Local Government Code and Black’s Law Dictionary

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approval of a Final Plat or, at the election of the Owner, prior thereto, for preliminary approval.⁸⁵

“Post-FIRM Construction” means construction or substantial improvement that started on or after April 1, 1982, the effective date of the initial Flood Insurance Rate Map (FIRM) for Travis County.

“Pre-FIRM Construction” means construction or substantial improvement which started on or before April 1, 1982, the effective date of the initial Flood Insurance Rate Map (FIRM) for Travis County.

“Recreational vehicle” means a vehicle which is

- (a) built on a single chassis;
- (b) 400 square feet or less when measured at the largest horizontal projection;
- (c) designed to be self-propelled or permanently towable by a light-duty truck; and
- (d) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

“Regulatory floodway” means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.⁸⁶

“Remedy a violation” means to bring the structure or other development into compliance with State or local floodplain management regulations, or if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the order or otherwise deterring future similar violations, or reducing State or Federal financial exposure with regard to the structure or other development.⁸⁷

“Repetitive Loss” means flood-related damages sustained by a structure on two occasions during a ten year period, for which the cost of repair, at the time of each flood event, on the average, equals or exceeds 25% of the market value of the structure before the damage occurred.

“Residential” refers to a single family, mobile home, or multi-family dwelling, related structures and accessory uses.

“Riverine” means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

“Sheet flow area” - see **“Area of shallow flooding”**.

⁸⁵ Source: Section 82.002 Travis County Code.

⁸⁶ Revised. Source: consultant’s draft. Similar to 44 CFR sec.59.1.

⁸⁷ New. Source: 44 CFR sec. 59.1.

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“Site Plan” means a plan for a development, other than a subdivision construction plan, submitted by an applicant to demonstrate that the development complies with the requirements of this chapter and other applicable Travis County regulations.⁸⁸

“Solid Waste” means solid, liquid, semisolid, or contained gaseous waste resulting from or incidental to municipal, community, commercial, industrial, agricultural, mining, or recreational activities, including sludge, garbage, rubbish, refuse, ashes, street cleanings, dead animals, abandoned automobiles, and other discarded material. The term does not include either solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Chapter 26, Water Code, or soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements.⁸⁹

“Special flood hazard area (SFHA)” means an area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. It may be shown on an FHBM or FIRM as Zone A, AO, A1-30, AE, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, A99, AH, VO, V1-30, VE, V, M, or E.⁹⁰

“Start of construction” includes substantial improvement and other proposed new development and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days from the date of the permit. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of ██████ the construction of columns, or any work beyond the stage of excavation; or the placement of a manufacture home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

“Structure” means a walled and roofed building that is principally above ground; this includes a gas or liquid storage tank or a manufactured home.

“Subdivision” means the division of any lot, tract, or parcel of land into two or more lots, sites or dwelling units, where such division will require the reservation of land for public or private access to the lots, sites, or dwelling units created or where such

⁸⁸ Modified from Chapter 25 of City of Austin Code.

⁸⁹ New. Source: consultant’s draft.

⁹⁰ Source: 44 CFR sec. 59.1.

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division is for the purpose of building development, whether immediate or future. This includes condominium regimes and manufactured home parks.⁹¹

“Substantial damage” means damage of any origin sustained by a structure whereby the cost of restoring the structure to its “before damaged condition” would equal or exceed 50 percent of the market value of the structure before the damage occurred.⁹²

“Substantial improvement” means any reconstruction, rehabilitation, addition, or other proposed new development of a structure or infrastructure, the cost of which equals or exceeds 50 percent of the market value of the structure or infrastructure, before the “start of construction” of the improvement. Any repair, reconstruction, or improvement of a structure or infrastructure made since March 28, 1995 shall accumulate toward the fifty percent (50%) figure. The term “substantial improvement” includes structures which have incurred “substantial damage,” regardless of the actual repair work performed. The term does not, however, include either

- (a) any project for improvement of a structure to correct existing violations or state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or
- (b) any alteration of a “historic structure” provided that the alteration will not preclude the structure’s continued designation as a “historic structure”.⁹³

“Variance” means a grant of relief from the requirements of this order which permits construction in a manner that would otherwise be prohibited by this order

“Violation” means the failure of a structure or other development to be fully compliant with this order. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this order is presumed to be in violation until such time as that documentation is provided.⁹⁴

“Water surface elevation” means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 or Geodetic Vertical Datum (NGVD) of 1988, (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

“Watercourse” means a lake, river, creek, stream, wash, arroyo, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

“Water Surface Elevation” - heights in relation to mean sea level to be reached by floods of various frequencies at pertinent point in the flood plain.

⁹¹ Revised to include statement about condominium developments and manufactured home parks.

⁹² New. Source: 44 CFR sec. 59.1.

⁹³ Source: 44 CFR sec. 59.1.

⁹⁴ Source: 44 CFR 59.1.

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“Waterway” - a river, stream, creek branch, drainway or natural or artificial water course including any portions thereof which are ponds, lakes, or reservoirs, and which confines and conducts continuously or periodically flowing water.

[Sections 64.032 to 64.040 reserved for expansion]

SUBCHAPTER C. REGULATORY SYSTEM FOR PERMITS AND PLATS.

Division 1. Generally

Section 64.041. In general

No building permit, paving permit, utility construction permit or other permit required for a structure or development shall be issued, and no plat shall be approved, unless the applicant demonstrates that the permit or plat meets the applicable requirements of this chapter, or unless a variance, excepting such structure or development from the provisions of this chapter, is granted under the terms of this chapter.⁹⁵

§64.042. Duties of the Floodplain Administrator⁹⁶

The Floodplain Administrator is charged with exercising best engineering judgment in the administration and implementation of the provisions of this chapter. His duties in this regard shall include, but are not limited to, the following:

- (a) Maintaining for public inspection and furnishing upon request, for the determination of applicable flood insurance risk premium rates within all areas having special flood hazards identified on a FHBM or FIRM, all records pertaining to the provisions of this chapter, including a record of all floodproofing certificates filed hereunder with the specific elevation (in relation to mean sea level) of the level of the lowest floor (including basement) of all new or substantially improved structures, and including whether or not such structures contain a basement, and if a structure has been floodproofed, the elevation, (in relation to mean sea level) to which the structure is floodproofed.⁹⁷
- (b) Reviewing, approving, or denying all applications for development permits required by the adoption of this chapter.
- (c) Reviewing applications for development permits to ensure that all necessary licenses, approvals, or permits have been obtained from those federal, state, or local governmental agencies from which prior approval is required.
- (d) Where interpretation is needed as to the exact location of the boundaries of the special flood hazard areas (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), making the necessary interpretation of the maps which shall be liberally construed by the Floodplain Administrator in favor of inclusion of the site in a special flood hazard area.
- (e) Notifying adjacent communities and the State Coordinating Officer prior to any alteration or relocation of a watercourse which will have a discernable effect on

⁹⁵ Source: 19-11 of City of Houston rules.

⁹⁶ Compare with current section 64.028.

⁹⁷ Source: 4 CFR 59.22(a)(9)(iii). See also 44 CFR 60.3(b)(5). Should satisfy Checklist item 25.

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- the adjacent community, and submitting evidence of such notification to the Federal Emergency Management Agency.⁹⁸
- (f) Notifying adjacent communities prior to substantial commercial developments and large subdivisions to be undertaken in areas having special flood, mudslide (i.e., mudflow) and/or flood-related erosion hazards.⁹⁹
 - (g) Cooperate with the responsible local, state, and federal agency to maintain the flood-carrying capacity of the altered or relocated portion of any watercourse within the unincorporated areas of the County.¹⁰⁰
 - (h) When and where base flood elevation data has not been provided, obtaining, reviewing and reasonably utilizing any base flood elevation data and floodway data available from a federal, state or other source including any information obtained in connection with the provisions of **Section 64.006** of this chapter, as criteria in administering the applicable provisions of this chapter.¹⁰¹
 - (i) Where an amendment or supplement to a FIRM that is being administered as provided in **Section 64.006** of this Code expresses base flood elevation based on different data than the FIRM it amends or supplements, reconciling the conflicting data to determine the more restrictive base flood elevation.¹⁰²
 - (j) To collect all fees set by the Commissioners Court necessary to recover costs incurred in meeting the requirements of this chapter.
 - (k) To submit on the anniversary date of the County's notification of eligibility in the Flood Insurance Program an annual report to the Federal Insurance Administration on the progress of flood plain management measures in Travis County.
 - (l) To perform all other duties necessary to insure that the requirements of this order are satisfied.¹⁰³

§64.043. Floodplain Administrator Authorized to Require Drainage Studies.

(a) The Floodplain Administrator may require the owner of real property to provide, at the owner's expense, a drainage study for the total area to be ultimately developed. This requirement is a condition of approval for a preliminary plan or for a final plat if a preliminary plan is not required.

⁹⁸ Part of responsibilities under current 64.028. See also 44 CFR 60.26(c). I think this also satisfies the requirement in 44 CFR 60.3(b)(6) that the community) "notify, in riverine situations, adjacent communities and the State Coordinating Office prior to any alteration or relocation of a watercourse, and submit copies of such notifications to the Administrator." This should satisfy Checklist item 26.

⁹⁹New. Source: 44 CFR 60.26(c), which says: "A community should notify adjacent communities prior to substantial commercial developments and large subdivisions to be undertaken in areas having special flood, mudslide (i.e., mudflow) and/or flood-related erosion hazards."

¹⁰⁰ This should satisfy Checklist item 27.

¹⁰¹ This should satisfy Checklist item 24.

¹⁰² 19-12 of Houston rules.

¹⁰³ Items 9-13 are from current 64.028.

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(b) The drainage study must be in accordance with the City of Austin's Administrative Manual and the Drainage Criteria Manual.

(c) Until the Floodplain Administrator receives the drainage study, the Floodplain Administrator may not accept for review a construction plan for any portion of the proposed development.¹⁰⁴

§64.044. Stormwater Conveyance and Drainage Facilities¹⁰⁵

(a) The owner or developer of property to be developed is responsible for the conveyance of all stormwater flowing through the property, including stormwater that:

- (1) is directed to the property by other developed property; or
- (2) naturally flows through the property because of the topography.

(b) Future upstream development shall be accounted for as determined under the Drainage Criteria Manual.

(c) If the construction or improvement of a storm drainage facility is required along a property line that is common to more than one property owner, the owner proposing to develop the property is, at the time the property is developed, responsible for each required facility on either side of the common property line.

(d) The responsibility of the owner proposing to develop the property includes the responsibility to dedicate or obtain the dedication of any right-of-way or easement necessary to accommodate the required construction or improvement of the storm drainage facility.

(e) If an owner of property proposes to develop only a portion of that property, a stormwater drainage facility to serve that portion of the property proposed for immediate development or use is required, unless the platting official determines that construction or improvement of a drainage facility outside that portion of the property to be developed is essential to the development or use of the property to be developed.

(f) The owner or developer shall provide adequate off-site drainage improvements to accommodate the full effects of the development. The County may assist the owner or developer in the acquisition of an interest in property necessary to provide an off-site improvement, if the owner or developer:

- (1) by affidavit, certifies that a bona fide attempt to provide the off-site drainage improvements has not been successful; and
- (2) provides an adequate guarantee that the owner or developer will:
 - (A) finance the entire cost of acquiring the necessary property interest;

and

¹⁰⁴ Source: 30-4-31 of Austin-Travis County Code. See also 82.207(c).

¹⁰⁵ 30-4-151 of Austin-Travis County Subdivision Regulations.

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- (B) retain full responsibility for construction of the required off-site improvement.

§ 64.045. Dedication of Easements and Rights-of-Way¹⁰⁶

(a) The owner of real property proposed to be developed shall dedicate to the public an easement or right-of way for a drainage facility, open or enclosed, and stormwater flow to the limits of the 100-year floodplain.

(b) An easement or right-of-way required by Subsection (A) must be:

- (1) a minimum of 25 feet in width for an open drainage system; or
- (2) a minimum of 15 feet in width for an enclosed drainage system.

(c) The owner of the property shall dedicate any additional easement or right-of-way that is necessary to allow continuous access for the operation, maintenance, or rehabilitation of a drainage facility.

(d) A part of a lot or tract of land that is located in an easement or right-of-way required by this section may be included as part of the area of the lot or tract of land in the calculation of density or impervious cover.

[Sections 64.046-64.050 reserved for expansion]

DIVISION 2. PLAT PROCEDURE

§64.051. Plat approval; issuance

(a) Any person who is required or elects to obtain a plat shall also comply with the provisions of this chapter, if applicable, and any applicable subdivision regulations adopted solely or jointly by the Travis County Commissioners Court.

(b) When a person files an application for approval of a plat, the approval of the plat is subject to the approval of a drainage plan for the property that is the subject of the plat application if the property is located in whole or in part in a special flood hazard area within the County. The drainage plan shall include the base flood elevation data for the property certified as true and correct on the face of the drainage plan by a registered professional engineer licensed in the State of Texas. If alternative base flood elevations exist for the property because of the administration of supplemental data as provided in this chapter, the drainage plan shall include both base flood elevations.

(c) If an official floodplain map is not available, the owner of property to be developed shall calculate the boundaries of the 100-year floodplain in accordance with the City of Austin Drainage Criteria Manual and submit the calculation to the director for approval.

¹⁰⁶ 30-4-152 of Austin-Travis County Subdivision Regulations.

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(d) If the Floodplain Administrator determines that Federal Emergency Management Agency regulations require a submission to the agency of a request for a flood insurance rate map revision, the Floodplain Administrator may require that the owner of property to be developed submit the revision request.

(e) A person who files an application for approval of a preliminary plan, final plat, subdivision construction plan, or site plan shall depict, as applicable:

(1) on a preliminary plan or subdivision construction plan:

- (A) a 100-year floodplain;
- (B) a FEMA floodplain; and
- (C) a drainage easement or proposed drainage easement;

(2) on a final plat:

- (A) a drainage easement; and
- (B) a portion of a FEMA floodplain that is outside a drainage easement;

or

(3) on a site plan:

- (A) a 100-year floodplain;
- (B) a FEMA floodplain; and
- (C) a drainage easement.

(f) If a portion of a FEMA floodplain is outside a drainage easement, the owner of property to be developed shall, on a final plat:

(1) identify the portion of the FEMA floodplain that is outside the drainage easement, including the community and panel number of the flood insurance rate map; and

(2) include a note that:

- (A) refers the reader to federal regulations governing development in a FEMA floodplain;
- (B) states that flood insurance may be required; and

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(C) describes efforts to revise the flood insurance rate map.¹⁰⁷

(g) The Floodplain Administrator shall review the drainage plan and determine whether the development will be reasonably safe from flooding and whether such proposed development is:

(1) Consistent with the need to minimize flood damage within the special flood hazard area;

(2) To be constructed so that all public utility facilities including, but not limited to, sanitary sewer, gas, water and electrical systems are located and constructed so as to minimize flood damage from the base flood;

(3) To be constructed so that drainage is provided to reduce exposure of such development to flood hazards; and

(4) Would comply with the applicable requirements of Subchapter D (Standards for Flood Hazard Reduction) of this chapter.¹⁰⁸

(h) If the proposed development satisfies the criteria in subsection (g) of this section, the Floodplain Administrator shall approve the drainage plan and shall so notify the Commissioners Court in writing.

(i) The Commissioners Court shall not approve a final plat until the Floodplain Administrator has approved the drainage plan for that site. If the proposed development requires mitigation pursuant to **§64.062** of this Code, the final plat and deed shall identify the location and volume of the mitigation as a feature of the property. The obligation to have a mitigation feature shall continue in perpetuity and shall run with all the land covered by the development permit. The owner of the land shall have the obligation to have and comply with the development permit unless that obligation is transferred to another person pursuant to rules and regulations promulgated by the Floodplain Administrator pursuant to **§ 64.008** of this Code.

(j) All new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) shall include base flood elevation data within such proposals.¹⁰⁹

[Sections 64.052-64.060 reserved for expansion]

¹⁰⁷ (c) – (f) are from 30-4-32 of Austin-Travis County Subdivision Regulations.

¹⁰⁸ 19-3 of Houston rules.

¹⁰⁹ Subsection (j) should satisfy checklist item 23. Consultant's draft 5.8D says "All proposals for the development of subdivisions, including the placement of manufactured home parks and subdivisions, shall be required to produce Base Flood Elevation Data, if not otherwise provided pursuant to Article 3, Section B or Article 4, Section (B(8) of this order."

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DIVISION 3. THE PERMIT PROCESS

§64.061. Regulatory Process for Permits; Expiration of Permits.¹¹⁰

(a) A development permit or Flood Hazard Area Development Permit is required before any construction or other development begins within the unincorporated areas of Travis County including the following: the initial disturbance of soils associated with clearing, grading, drilling, or excavation activities, as well as other construction-related activities (e.g., stockpiling of fill material, demolition, etc.)¹¹¹, the subdivision of land, installation of utilities, the placement and replacement of manufactured homes, new construction and repair, reconstruction, rehabilitation, or additions to new construction and substantial improvement of existing buildings and structures, including restoration after damage. All non-residential development and multi-family dwellings with four or more units shall also comply with any applicable subdivision regulations adopted solely or jointly by the Travis County Commissioners Court. Any development within a special flood hazard area shall be unlawful without a development permit, regardless of whether a plat is required under any applicable subdivision regulations adopted solely or jointly by the Travis County Commissioners Court. A development permit is required in addition to any other permit that may be required for the development activities proposed.

(b) Except as provided in Section 64.182, a permit is not required to clear vegetation solely for agricultural purposes unless (i) an application to develop the land for a non-agricultural use has been granted or is pending or (ii) the clearing of vegetation is for preparation of a development plan as indicated by the existence of contracts or marketing plans for non-agricultural development of the land. The Floodplain Administrator may waive the requirement for a permit after determining that the clearing has a bonafide agricultural purpose and is unrelated to the proposed development or sale of the land for non-agricultural uses. A person is not required to obtain a permit to clear vegetation in an area up to 15 feet wide to perform surveying, geologic testing, or other required site assessment in preparation for site plan or final plat approval if the clearing will not:

- A. result in an obstruction to a waterway;
- B. alter a natural floodplain or stream channel; or
- C. cause excessive increases in erosion, flood heights, or velocities.¹¹²

(c) Any change in use of property within a special flood hazard area that is reasonably likely to change the conveyance capacity or diminish the storage volume of the special flood hazard area, including, but not limited to, the construction, alteration, or removal of structures, the removal or addition of fill, and the clearing of vegetation, is unlawful without a development permit.

¹¹⁰ 19-16 of City of Houston rules.

¹¹¹ This phrase is from Jon White and Dave and is to address concerns regarding MS4 requirements.

¹¹² This was added to address MS4 concerns.

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- (d) A development permit will expire:
- a. If development has commenced, then upon completion of the project for which the permit was granted or after five years have elapsed from the date the permit was issued, whichever occurs first; or
 - b. If development has not commenced, 180 days after the permit was issued.

Section 64.062. Development Permit Application.¹¹³

(a) An applicant for a development permit shall submit a development permit application on forms furnished by the Floodplain Administrator for that permit along with plans in triplicate,¹¹⁴ drawn to scale, showing:

(1) The existing topography and the location, dimensions of the area in question, and elevation of the lot, fill, storage of materials, and any proposed alterations, including landscape alterations;

(2) Existing and proposed structures, including the placement of manufactured homes;

(3) The location of the proposed alterations in relation to special flood hazard areas;

(4) Elevation in relation to mean sea level of the lowest floor of all proposed structures and substantial improvements;

(5) Elevation in relation to mean sea level to which any structures will be or have been floodproofed;

(6) If the site is adjacent to a watercourse or drainage channel, the definition of how that watercourse or drainage channel will be impacted;

(7) Base flood elevations from effective FIRM data for all structures and substantial improvements; except that, this information is not required for Zone A where base flood elevation data has not been provided and must be developed from federal, state, or other sources; and

(8) For all new construction, additions to existing structures, and substantial improvements, all base flood elevation lines and corresponding labels, as shown on the FIRM, that intersect the proposed development, as well as the nearest base flood elevation lines and corresponding labels both upstream and downstream of the site.

(9) Valley cross-sections showing the waterway, elevation of land areas adjoining each side of the channel, cross-sections of areas to be occupied by the proposed development, and regulatory flood water surface elevation of that section.

(10) Plans showing elevations of contours of the ground; size, location, and spatial arrangement of all proposed and existing structures on the site. The topographic (contour) information where required shall be certified as accurate by a Registered Professional Engineer, or Public Land Surveyor.

¹¹³ See consultant's draft 4.1 (checklist says 4.1 is a higher standard than with item 17) b/c it requires a permit for all development. From 19-17 of City of Houston rules.

¹¹⁴ City of Houston and model ordinance require plans in duplicate. Current 64.009(b) requires plans in triplicate.

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- (11) Location and elevation of streets, water supply, and sanitary facilities.
- (12) Photographs showing existing land uses and vegetation upstream and downstream, soil types, and other pertinent information.
- (13) A profile showing the slope of the bottom of the waterway or flow line of the stream.
- (14) Detailed hydraulic calculations prepared by a Registered Professional Engineer showing the net effect of the proposed development on all hydraulic parameters of the waterway(s), and also showing that the proposed development will not change the conveyance capacity or diminish the storage volume of the special flood hazard area. Such calculations shall also be accompanied by detailed hydrologic computations of the regulatory flood levels and discharges through the affected waterways unless such levels and discharges are furnished by the Floodplain Administrator.
- (15) All specifications and details necessary for complete review of design for such building construction as the Floodplain Administrator may reasonably require any flood-proofing within the flood hazard area and for filling, dredging, grading, channel improvement, storage of materials, water supply and sanitary facilities within the Flood Hazard Area.¹¹⁵
- (16) A description of the proposed development including use and number of units; address and legal description of the proposed development; heated and cooled (HVAC) square footage of the structure; approximate cost of the proposed development and; the name and mailing address of the property owner and permit applicant.¹¹⁶
- (17) Permit fees in accordance with the current fee schedule adopted by the Commissioners Court.
- (18) Foundation design detail, including but not limited to:
 - a. proposed elevation in relation to mean sea level, of the lowest floor (including basement) of all structures; and
 - b. for a crawl-space foundation, location and total net area of foundation openings as required in FEMA Technical Bulletins 1-93 and 7-93; and
 - c. for foundations placed on fill, the location and height of fill, and compaction to be achieved (compacted to a minimum of 95 percent using the Standard Proctor Test method);¹¹⁷
- (19) the proposed elevation in relation to mean sea level to which any structure without living space will be floodproofed, as required in FEMA Technical Bulletin TB 3-93;¹¹⁸
- (20) a description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development.¹¹⁹

¹¹⁵ 9-15 are from current 64.009(c) – (i). I’ve modified (15) from 64.009(i) to say “as the Floodplain Administrator may reasonably require” instead of just saying “as may reasonably require.”

¹¹⁶ From consultant’s draft 4.1.A.

¹¹⁷ From 4.1E.1. of Consultant’s draft.

¹¹⁸ From 4.1E..1. of Consultant’s draft.

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(b) Each sheet in the plans on which elevations are marked shall include the vertical datum and adjustment, consistent with the effective FIRM, along with the site benchmark used for vertical control; except that, if the plan elevations are not on the same vertical datum as the base flood elevations shown on the effective FIRM, each sheet in the plans on which elevations are marked shall also show tabulated vertical datum differences.

(c) The applicant shall also provide a certificate of compliance with copies of all supporting permits, licenses, and approvals, and a floodproofing certificate¹²⁰ where floodproofing is or may be required by the applicable provisions of this chapter.

(d) For areas that the Floodplain Administrator has determined have no conveyance capacity, the applicant shall submit documentation that demonstrates that the development will not, at any time, diminish the storage volume of the special flood hazard area and:

(1) Identifies an amount of de minimis fill associated with pier and beam construction for which mitigation is not required, in accordance with rules and regulations promulgated by the Floodplain Administrator pursuant to **§64.008** of this Code; or

(2) Demonstrates that any loss of storage volume will be mitigated on-site, such that there is no net fill; or

(3) Demonstrates that any loss of storage volume will be mitigated off-site in accordance with rules and regulations promulgated by the Floodplain Administrator pursuant to **§64.008** of this Code; or

(4) Demonstrates any combination of items (1) through (3) of this subsection.

(e) For areas that the Floodplain Administrator has determined to have conveyance capacity and for areas for which the Floodplain Administrator has made no determination of conveyance capacity, the applicant shall submit an engineering analysis certified by a professional engineer licensed in the State of Texas that demonstrates that the development will not, at any time, either change the conveyance capacity or diminish storage volume of the special flood hazard area; except that, if the applicant submits a Conditional Letter of Map Revision approved by the Federal Emergency Management Agency, the engineering analysis need only demonstrate that the development will not, at any time, diminish storage volume of the special flood hazard area.

(f) The Floodplain Administrator shall, from time to time, prepare and submit for approval by motion of the Commissioners Court a schedule of fees that shall be paid by

¹¹⁹ 18-20 are from consultant's draft 4.1.E. If we include these items, we need to check for duplicates/redundant items and also determine if there are more up-to-date bulletins that we should use instead.

¹²⁰ Current 64.012 says

Where flood-proofing is utilized for a particular structure in accordance with the above requirements, the Division Director may require that a Registered Professional Engineer or Architect certify that the flood-proofing methods are reasonably adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the regulatory flood.

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an applicant for a development permit or a variance. Payment of any applicable fees when due is a condition of the processing of any application under this chapter.

(g) In addition to other responsibilities under this chapter, the Floodplain Administrator shall review each permit application to verify compliance with the provisions of this chapter.

§ 64.063 State and Federal Permits¹²¹

- (a) For proposed development within the flood hazard area, the applicant¹²² or his agent shall verify that all necessary reviews and/or permits have been received from those governmental agencies from which approval is required by Federal or State law.
- (b) Where the proposed development is within the flood hazard area of waterways meeting the sustained flow criteria of Section 404 of the Federal Water Pollution Control Act Amendments of 1972, the applicant or his agent shall verify that the construction meets the blanket permit requirements in effect in the State of Texas under Section 404, or shall provide evidence that a special permit for the development has been issued by the Corps of Engineers under Section 404.¹²³

§ 64.064. Other Approvals and Permits¹²⁴

- (a) All applicable federal, state, county, and city requirements and/or approvals shall be acquired prior to issuance of a County development permit.
- (b) Permits and fees required by different agencies shall not preclude the need for a Travis County development permit. Permit fees for the County development permit will not be waived due to any concurrent jurisdiction.

§ 64.065. Additional Requirements.

Where flood-proofing measures are required, they shall be designed consistent with the regulatory flood water surface elevation for the particular area, flood velocities, duration, and other factors associated with the regulatory flood. The Floodplain Administrator may require that the applicant for a development permit submit a special flood-proofing plan that includes, but is not limited to, the following measures:¹²⁵

- (1) Anchorage to resist flotation and lateral movement.

¹²¹ This section and 64.064 should satisfy Checklist item 18.

¹²² I've substituted in the word "applicant" for the word "permitee" because the word "permitee" implies that a development permit has already been issued.

¹²³ Current 64.015. I deleted the reference to 33 U.S.C. sec.1334 because I could not find this citation in the U.S. Code.

¹²⁴ Current 64.058.

¹²⁵ Current section 64.010 says "The Division Director may require that the applicant submit a special flood-proofing plan including, but not limited to any of the following measures..."

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- (2) Installation of watertight doors, bulkheads, and shutters, or similar methods of construction.
- (3) Reinforcement of walls to resist water pressures.
- (4) Use of paints, membranes, or mortars to reduce seepage of water through walls.
- (5) Addition of mass or weight to structures to resist flotation.
- (6) Installation of pumps to lower water levels in structures or relieve flood pressures.
- (7) Construction of water supply and waste-treatment systems so as to prevent the entrance of flood waters.
- (8) Construction to resist rupture or collapse caused by water pressure or floating debris.
- (9) Installation of valves or controls on sanitary and storm drains which will permit the drains to be closed to prevent backup of sewage and storm waters into buildings and structures.
- (10) Location of all electrical equipment and circuits consistent with the need to protect them from inundation.
- (11) Location of all storage facilities for chemicals, explosives, buoyant materials which may be hazardous to public health, safety, and welfare outside of the flood plain;¹²⁶
- (12) A survey, signed and sealed by a public surveyor licensed in the State of Texas, of property ownership of the site,
- (13) An interim drainage plain for the site for the duration of the development activities;
- (14) An indication of the source of fill material and the proposed disposal site, if applicable, and the expected duration of the development activities;
- (15) An engineering analysis, signed and sealed by a registered professional engineer licensed in the State of Texas, as required by the Floodplain Administrator; and
- (16) Any other relevant documentation requested by the Floodplain Administrator.¹²⁷

§ 64.066. Approval or Denial of Development Permit

The Floodplain Administrator's decision to grant or deny a permit will be based on all of the provisions of this order and the following factors:

- (a) The danger to life and property due to flooding or erosion;
- (b) The susceptibility of the proposed development and the contents of any structure to flood damage and the effect of such damage on the individual owner;
- (c) The danger that materials may be swept onto other properties or cause injury to others;

¹²⁶ Items 1-11 are from current 64.010.

¹²⁷ Items 12-16 are from Houston rule 19-18.

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- (d) The compatibility of the proposed use with existing and anticipated development including compliance with platting provisions;
- (e) The safety of access to and exit from the site in times of flood for ordinary and emergency vehicles;
- (f) The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical, and water systems;
- (g) The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site;
- (h) The necessity to the facility of a waterfront location, where applicable;
- (i) The availability of alternative locations not subject to flooding or erosion damage for the proposed use; and
- (j) The compatibility of the proposed use to the comprehensive plan for that area.

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§ 64.067. Work on public property

- (a) If the Floodplain Administrator determines that the proposed development or substantial improvements will occur entirely within public streets, roads, easements, rights-of-way, or public property of any kind, the Floodplain Administrator shall deny the application for a permit unless and until the applicant has obtained the approval of the Commissioners Court for proceeding with the development.
- (b) If the Floodplain Administrator determines that the proposed development or substantial improvements will occur partly within public streets, roads, easements, rights-of-way, or property of any kind and partly within property owned by the applicant or the applicant's principal, the Floodplain Administrator may deny the application unless and until the applicant shall have secured the approval of the Commissioners Court for proceeding with the development.
- (c) If the applicant secures the approval of the Commissioners Court pursuant to subsection (a) or subsection (b) or if the Floodplain Administrator elects to issue a permit without the approval of the Commissioners Court pursuant to subsection (b), then a Flood Hazard Area Permit ("B" Permit) shall be required, regardless of whether any portion of the proposed development or substantial improvements will occur in the flood hazard area. In such case, the Floodplain Administrator shall be authorized to require, in addition to any other requirements which may be required for a Flood Hazard Area Permit, such information, documentation, and security as may be reasonably necessary to ensure that the portion of the proposed development or substantial improvements which will occur within public streets,

¹²⁸ From consultant's draft 4.2. Just like Section C(2) of model ordinance except that model ordinance does not include J. See also 19-19 of Houston rules.

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roads, easements, rights-of-way, or property of any kind, shall be completed in a good and workmanlike manner and in accordance with the plans and specifications presented to the Floodplain Administrator, including, but not limited to, a performance bond, letter of credit, or cash deposit in the full amount of the cost of completion, as estimated by the Floodplain Administrator, of that portion of the proposed development or substantial improvements which will occur within public streets, roads, easements, right-of-way, or property of any kind.¹²⁹

§ 64.068. Posting of Permit

Upon issuance of an “A” permit or a “B” permit, the applicant shall post the “hard copy” at a conspicuous location adjacent to the job site and protected from the elements.¹³⁰

§ 64.069. Inspections

(a) A permit holder must, as a condition of the permit, allow County inspectors to enter and inspect the land or premises that is the subject of the permit.

(b) An applicant for an approval under this chapter shall agree in writing to allow County inspectors to enter and inspect the land or premises that is the subject of the application during approval and development.¹³¹

(c) Inspections shall be performed by the Floodplain Administrator or his agents at various intervals for all construction for which a “B” permit is issued, unless specifically exempted below:

(1) Two inspections may be made for buildings and structures within the flood hazard area; a foundation inspection (after the foundation is in) and a mechanical/electrical inspection (when all mechanical/electrical equipment is exposed in place). For residences and other buildings to be elevated above the flood level in subdivisions where building slab locations and elevations have been previously established and approved, the Floodplain Administrator may waive foundation inspections or receipt of satisfactory field notes and certification by a Registered Professional Engineer or Public Land Surveyor of the State of Texas to the effect that the foundations are set to the approved elevation.

(2) The permittee shall notify the Floodplain Administrator 48 hours before construction is ready for the above inspection.

(3) No use or occupancy of construction for which a “B” permit has been issued will be allowed until a final inspection has been made by the Floodplain Administrator or his agent or satisfactory certification has been received and a signed “Certificate of Occupancy” has been issued. County approval of properties for issuance of federally subsidized flood insurance will be contingent on issuance of the “Certificate of Occupancy.” For the purposes of this regulation, a copy of the “B” permit with

¹²⁹ This is from 64.008(c), (d), and (e).

¹³⁰ Source: current 64.053

¹³¹ Subsections (a) and (b) are from City of Austin section 25-1-392. The remainder is from current 64.023.

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inspections noted or certification attached and bearing the words "Certificates of Occupancy" followed by the dated signature of the Floodplain Administrator or his authorized agent, shall be a Certificate of Occupancy meeting the requirements of this paragraph.

(4) The Floodplain Administrator or his agent may enter any structure or premises to perform any duties responsibilities imposed by this chapter.¹³²

§ 64.070. Elevation Certificate

(a) If the development is a residential or non-residential structure the lowest floor elevation required will be noted on the permit. Inspection to assure that this elevation has been met shall be performed by a Registered Professional Engineer, Licensed Architect, or Public Land Surveyor of the applicant's choice. When the inspection has been performed, the inspector shall sign and seal the appropriate space on the required Elevation Certificate, and shall return a copy of this certificate to the Floodplain Administrator's Office. Upon receipt by the Floodplain Administrator's Office of the satisfactorily completed elevation certificate, the permit application process shall be considered complete, and no further construction or development activities may be implemented pursuant to that permit.¹³³

(b) A permittee shall submit an elevation certificate to the Floodplain Administrator before the framing of a structure has started. Failure to do so may result in the revocation of a permit issued hereunder.¹³⁴

§ 64.071. Revocation of Permits¹³⁵

(a) In addition to the remedies provided in Subchapter G, whenever the Floodplain Administrator finds that there are grounds for suspension¹³⁶ or revocation of a permit, he shall give written notice to the permittee by personal service or by certified mail, return receipt requested, addressed to the applicant at the address set forth in the permit application. That notice shall set forth:

(1) The specific grounds upon which the permit in question may be suspended or revoked;

(2) The fact that the suspension is in effect when the permittee or his agent is notified of the suspension and a written suspension notice is posted on the property. The notice is deemed to have been given on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the applicant at the address set forth in the permit application.

¹³² From City of Houston 19-19(d).

¹³³ From current 64.053. Does the phrase following "shall be considered complete" sufficient to describe what we mean?

¹³⁴ From City of Houston 19-19(c).

¹³⁵ 19-23 of City of Houston rules.

¹³⁶ 19-23 of City of Houston rules uses the words "revocation" instead of "suspension."

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(3) The fact that the permittee has fourteen (14) days to commence work to complete action necessary to abate the suspension or the penalties of this chapter will be applied. The suspension will be abated when corrective work is performed and has passed inspection.

(4) After completion of the presentation of evidence by all parties appearing, the Commissioners Court shall make written findings and render a written order as to whether or not there are grounds for suspension or revocation of the permit. If there are such grounds, the Commissioners Court shall suspend or revoke the permit; provided, the Commissioners Court may, in the interest of justice, take such other lesser actions as it may deem appropriate including, but not limited to, the temporary suspension of the permit, the revision of the permit, or the addition of permit conditions. A true and accurate copy of the Commissioners Court's order shall be personally delivered or mailed by certified mail, return receipt requested, to the permittee.

(b) In the event a permit is revoked, suspended, or revised hereunder by the board, the County shall not be liable to any person for any refund of any part of the any permit fees.

(c) Grounds for suspension or revocation of a permit include, but are not limited to: refusal to make corrections as may be required by the Floodplain Administrator, allowing work to be covered so an inspection cannot be made, or denial of access for inspections to the Floodplain Administrator or his agent.¹³⁷

(d) The Floodplain Administrator may also suspend or revoke a permit if the permit was issued in error.

[Sections 64.072-64.090 reserved for expansion]

DIVISION 4. VARIANCES.¹³⁸

§ 64.091. Statement Regarding Variances

FEMA regulations require that the Floodplain Administrator maintain a record of all variance actions, including justification for their issuance, and to report such variances either annually or biennially to the Federal Insurance Administrator.¹³⁹ The Federal Insurance Administrator may review the County's findings justifying the granting of variances, and if that review indicates a pattern inconsistent with the objectives of sound floodplain management, the Federal Insurance Administrator may take appropriate action pursuant to 44 C.F.R. section 59.24(b), including placing the County on probation status and charging additional premiums for policies sold or renewed during the period of probation. Because the imprudent granting of variances can jeopardize the eligibility of Travis County property owners to purchase flood insurance through the National

¹³⁷ This section is a combination of current 64.024 (suspension of permits) and City of Houston 19-23 (revocation of permits).

¹³⁸ This should satisfy Checklist item 4.

¹³⁹ Source: 44 CFR 60.6(a)(6).

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Flood Insurance Program, each application for a variance will be carefully scrutinized, and only rarely will the Commissioners Court grant a variance.¹⁴⁰

§ 64.092. Criteria for Granting Variances¹⁴¹

(a) The issuance of a variance is for flood plain management purposes only. While the granting of variances generally is limited to a lot size less than one-half acre (as set forth in Subsection (c)), deviations from that limitation may occur. However, as the lot size increases beyond one-half acre, the technical justification required for issuing a variance increases.

(b) Variances shall not be issued within any designated regulatory floodway if any increase in flood levels during the base flood discharge would result.¹⁴² Variances shall not be granted if they would result in injury to the safety or health of an entire community or neighborhood or any considerable number of persons or if it would obstruct the free passage or use, in the customary manner, of any navigable lake, river, bay, stream, canal, or basin.¹⁴³

(c) Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, in conformance with the procedures of Subsections (d), (e), (f), (g), and (h) of this section.

(d) Variances shall only be issued upon:

- (1) a showing of good and sufficient cause,
- (2) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and
- (3) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

(e) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

(f) The County shall notify the applicant in writing over the signature of the Floodplain Administrator that (1) the issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage, and (2) such construction below the base flood level increases risks to life and property. Such notification shall be maintained with

¹⁴⁰ Source: 44 CFR 60.6(a)(6) and 60.6(a)

¹⁴¹ Source: 44 CFR 60.6 (a) (Variances and Exceptions)

¹⁴² Source: 44 CFR 60.6(b).

¹⁴³ This sentence is a modification from the definition of “public safety and nuisance” from the consultant’s draft.

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a record of all variance actions as required in Subsection (g) of this section.

(g) The Floodplain Administrator shall (1) maintain a record of all variance actions, including justification for their issuance, and (2) report such variances issued in its annual or biennial report submitted to the Federal Insurance Administrator.

(h) Variances may be issued by the Floodplain Administrator for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that (1) the criteria of Subsections (b) through (e) of this section are met, and (2) the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.¹⁴⁴

(i) Mere economic or financial hardship alone does not constitute an exceptional hardship that justifies the granting of a variance. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise does not constitute an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

(j) A floodway encroachment that increases the level of the design flood may be considered for a variance only if the applicant has applied for a conditional Flood Insurance Rate Map revision and has received the approval of the Federal Emergency Management Agency.¹⁴⁵

§ 64.093. Variance procedure.¹⁴⁶

(a) Any applicant for a permit may apply for a variance from the requirements of this chapter. A variance may be sought only on the basis that the imposition of the requirements of this chapter for the issuance of a permit to the applicant constitutes an exceptional hardship. Variances shall not be granted for development within any floodway if the development cannot meet the requirements of §64.133(b) of this Code.

(b) An applicant may file a request for variance at any time. However, no variance may be granted after an applicant has complied with the provisions of this chapter and a permit has been issued. An applicant shall file the application for a variance on a written form to be supplied by the Floodplain Administrator, and shall specify in connection therewith:

- (1) The particular requirement from which a variance is sought;
- (2) The nature of the hardship presented by the imposition of the requirements;
- (3) The proposed alternative method or procedure to be utilized in lieu of the required method, practice or procedure that is proposed;

¹⁴⁴ Subsections (a)-(h) are from 60.6(a).

¹⁴⁵ This is from City of Austin G103.5.1.

¹⁴⁶ 19-20 of City of Houston rules.

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- (4) The effect of the proposed construction on flood levels within the County;
 - (5) The estimated cost in dollars of complying with the requirement;
 - (6) The estimated cost in dollars of construction by the proposed alternative method of procedure;
 - (7) The size, in acres, of the land area or the number of lots involved in the permit application; and
 - (8) The existence of lots contiguous to or surrounding the land area which are located below the base flood level.
- (c) In addition, the applicant shall file a verified acknowledgment that:
- (1) The granting of a variance for construction below the flood level will result in increased flood insurance rates commensurate with the increased risk resulting from the reduced lowest floor elevation; and
 - (2) Construction below the base flood level increases risks to life and property to the applicant and the residents of this County and the surrounding area.

§ 64.094. Restriction on Applicants; Fee for Application¹⁴⁷

A variance application may be filed by the owner of the property or the attorney-in-fact for the owner of such property. Such application shall be submitted as a verified statement. A fee as provided in Section 64.062 of this Code shall accompany each variance application.

§ 64.095. Review by the Commissioners Court of Variance Application¹⁴⁸

(a) The Floodplain Administrator shall receive, and transmit to the Commissioners Court, all applications for variances. The Commissioners Court shall determine whether a variance will be granted.¹⁴⁹ The Commissioners Court shall hear and render judgment on an application for a variance only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this chapter. The Commissioners Court may consider the granting of a variance under the following circumstances:

(1) The application is for the reconstruction, rehabilitation, or restoration of an historic structure and the reconstruction, rehabilitation, or restoration of the structure will not preclude the structure's continued designation as an historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.¹⁵⁰

(2) The application is for improvement of an existing structure that is required to correct an existing violation of a state or local health, sanitary or safety code specification that has been identified by the neighborhood protection official and that is the minimum necessary to ensure safe living conditions.

¹⁴⁷ 19-21 of City of Houston rules.

¹⁴⁸ 19-22 of City of Houston rules.

¹⁴⁹ Article 4, Section D(2) of the model ordinance says "The appeal board shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this ordinance."

¹⁵⁰ Source: 44 CFR 60.6(a).

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(3) The application is for a development for which the Floodplain Administrator finds that the granting of the variance is consistent with the procedures and standards established for the granting of variances. As the lot size increases, the burden on the applicant to provide a technical justification in favor of a variance under the facts of the case shall increase.

(4) The application is for an addition, new construction of, or for substantial improvements to, a structure necessary for the conduct of a functionally dependent use provided that:

(A) The applicable requirements of Sections **64.093, 64.094, and 64.095** are met;

(B) The structure or other development will be protected by methods designed to minimize flood damage during the base flood; and

(C) The structure will create no additional threats to public safety.

(5) The variance is essentially an appeal from the application of a special flood hazard area or base flood elevation determination or both being administered on the basis of supplemental data pursuant to §64.006 of this Code and the applicant demonstrates, with the concurrence of the agency then responsible for the study data, that the determination is scientifically or technically incorrect. The variance shall be limited to approval, with or without conditions, or denial of the permit, plat or other approval that was denied and shall not constitute a change in the study data.

(b) The Commissioners Court shall deny variances to disaggregated lots of proposed larger developments or subdivisions or structures when that larger development has been the subject of or included within a permit application that has been previously disapproved by the Floodplain Administrator.

(c) In addition, in order to grant a variance, the Commissioners Court must affirmatively find that:

(1) The imposition of the requirements of this chapter constitute an exceptional hardship on the applicant;

(2) No feasible method or procedure is currently available to comply with the requirement; and

(3) The imposition of the requirements of this chapter to the particular circumstances would be unjustified in light of a good and sufficient cause which can be demonstrated to the board.

(d) In granting a variance, the Commissioners Court must find that the variance, if allowed, will not have the effect of:

(1) Increasing flood level height due to impedance of the stream or channel flow;

(2) Introducing or increasing any threat to public safety;

(3) Creating a nuisance which unreasonably interferes with the use of adjacent property;

(4) Causing a fraud to be worked upon the public or any individual member of the public;

(5) Causing extraordinary public expense for any reason; and;

(6) Creating conflict with any provisions of the Travis County Code or with any provisions of a state or federal regulation other than the applicable requirements of this chapter.

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- (e) The Commissioners Court, in granting a variance, shall grant only the minimum variance necessary to afford relief from the complained of hardship.
- (f) A notice of variance shall be addressed to the applicant, and shall be signed by the County Judge, or in his absence, the Executive Manager of TNR, and shall state:
- (1) The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance commensurate with the increased risk resulting from the reduced lowest floor elevation; and,
 - (2) The construction under a variance of any structure below the base flood level may increase risks to life and property to the applicant and the residents of this County and the surrounding area.
- (g) Upon receipt of the notice of variance, the applicant shall file a copy of that notice in the permanent deed records of the county or counties in which the property is located.
- (h) Upon the receipt of a copy of the notice of variance certified by the county clerk of the county in which the property is located, the Floodplain Administrator shall issue a permit complying with all provisions of this chapter with the exception of the variance granted.
- (i) The Floodplain Administrator shall maintain a permanent public record of all notices of variance and the variances granted. The written justification for the granting of each variance shall be included in such records.
- (j) The denial of a variance by the Commissioners Court shall be final and is not subject to reconsideration.

[Sections 64.096-64.110 reserved for expansion]

SUBCHAPTER D. STANDARDS FOR FLOOD HAZARD REDUCTION (see 5.1 of Consultant's draft, Art. III of Houston Rules (starting with 19-31), and Article 5 of Model Ordinance)

DIVISION 1. GENERALLY

§ 64.111. General Construction of Structures.

- (a) All structures, including manufactured homes, shall be constructed or substantially improved, regardless of location within the County, so as to be reasonably safe from flooding.
- (b) In addition to any other applicable provisions of this chapter and any other applicable statutes, rules, and regulations, all structures located within a special flood hazard area must comply with Division 2 of this subchapter.
- (c) In addition to any other applicable provisions of this chapter and any other applicable statutes, rules, and regulations, all structures to be constructed or substantially improved in a watercourse or floodway must comply with Divisions 2 and 3 of this subchapter.¹⁵¹

[Sections 64.112-64.120 reserved for expansion]

DIVISION 2. STANDARDS IN SPECIAL FLOOD HAZARD AREAS

¹⁵¹ Similar to 19-31 of City of Houston Rules.

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§64.121. General Standards.¹⁵²

All new construction and improvement of any existing structure in special flood hazard areas shall be performed so as to keep the structure reasonably safe from flooding and in accordance with the following standards:

- (a) All improvements shall be designed or so modified so as to be adequately anchored to prevent flotation, collapse, or lateral movement of the structure in the presence of floodwaters;¹⁵³
- (b) All improvements shall be constructed by methods and practices so as to minimize flood damage;¹⁵⁴
- (c) All improvements shall be constructed with materials and equipment resistant to flood damage;¹⁵⁵
- (d) All electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;¹⁵⁶
- (e) All water supply systems, including new and replacement water supply systems, shall be designed to prevent or eliminate infiltration of floodwaters into the system;¹⁵⁷
- (f) All sanitary sewer systems, including new and replacement sanitary sewer systems, shall be designed to prevent or eliminate infiltration of floodwaters into the structure's systems and discharge of sewage into floodwaters;¹⁵⁸
- (g) All on-site disposal systems, including but not limited to sewage treatment plants and septic tank systems located on the site of the structure, shall be located so as to prevent impairment of the function of those systems in the presence of floodwaters and to prevent contamination of floodwaters from those systems during flooding;¹⁵⁹
- (h) All public utilities and facilities, such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damage;¹⁶⁰
- (i) Adequate drainage must be provided to reduce exposure to flood hazards, including adequate paths around structures on slopes to guide flood waters around and away from proposed structures¹⁶¹; and
- (j) Fully enclosed areas below the lowest floor that are used solely for parking, building access, or storage in an area other than a basement and that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered architect or professional engineer licensed in the State

¹⁵² From 19-32 of City of Houston rules.

¹⁵³ Should satisfy item 19(a).

¹⁵⁴ Should satisfy checklist 19(c), 20(a).

¹⁵⁵ Consultant's draft 5.1.F.1 says "with flood resistant materials as specified in FEMA Technical Bulletin TB 2-93 and utility equipment resistant to flood damage"---the language above is more general. Should satisfy checklist 19(b).

¹⁵⁶ Should satisfy checklist 19(d).

¹⁵⁷ (5) and (6) should satisfy Checklist item 21.

¹⁵⁸ Should satisfy Checklist item 21.

¹⁵⁹ Should satisfy Checklist item 22.

¹⁶⁰ Should satisfy Checklist 20b).

¹⁶¹ Should satisfy Checklist 20(c)

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of Texas or meet or exceed the following minimum criterion: have a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding, with the top of all such openings no higher than one foot above grade or BFE, whichever is lower. Openings may be equipped with screens, louvers, valves, or other coverings or devices, provided that they permit the automatic entry and exit of floodwaters.¹⁶²

(k) No rise of BFE in the floodplain: No new construction, substantial improvements, or other development (including cut and/or fill) shall be permitted within zones A, AE, and AO on the County's flood insurance rate maps unless:

- (1) it is first demonstrated by engineering data submitted by the applicant's engineer in accordance with the various requirements and procedures set forth in this order that the cumulative effect of the proposed development will not increase the water surface elevation of the base flood:¹⁶³
 - (A) on adjacent properties,
 - (B) at any point within the County, or
 - (C) immediately adjacent to neighboring communities;¹⁶⁴ and
- (2) a Conditional Letter of Map Revision ("CLOMR") has been approved by FEMA. A Letter of Map Revision ("LOMR") must also be obtained by the applicant upon completion of the proposed encroachment.¹⁶⁵

(l) Compensatory storage: Whenever any portion of a floodplain is authorized for use, the space occupied by the authorized fill or structure below the base flood elevation shall be compensated for and balanced by a hydraulically equivalent volume of excavation taken from below the base flood elevation. All such excavations shall be constructed to drain freely to the watercourse. Any general alteration or development of

¹⁶² Should satisfy item 34 of checklist. 19-32 of Houston rules. Cf. Section A of Article 5.

¹⁶³ Rewrite to say professional engineer licensed in the State of Texas.

¹⁶⁴ This is from 5.1.A. of the consultant's draft. The word "County" has replaced the word "community" in subsection (i), and the words "neighboring communities" have been substituted for "its territory."

¹⁶⁵ Satisfies item 40 of checklist. See pages 9-11 of City of Austin's Appendix G regarding LOMCs and CLOMCs. Footnote 18 of the checklist says

"According to this paragraph, development may not occur anywhere in the an SFHA of the County unless a full engineering study is accomplished that proves the proposed development will cause no rise in the BFE. That is essentially what is required for development in a regulatory floodway as directed in 44 CFR 60.3(d)(3). In essence, all of your regulatory floodplains are to be treated as if they were floodways. Is this what the County intends to enforce? Very few communities go that far. I am not aware of any Texas counties that do so. But the communities that do set this high standard enforce it and are very happy they did so. This is an exemplary move. I hope you keep it and enforce it. See Endnote #6 (regarding the definition of floodways). TNR wants to keep this higher standard.

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the floodplain using this method requires a FEMA approved Letter of Map Change (“LOMC”).

(m) New development or substantial improvement in the 100-year floodplain may not increase erosive water velocity on-site or off-site.

(n) New development or substantial improvement in the 100-year floodplain will require a Letter of Map Change for any development that alters the floodplain.¹⁶⁶

§ 64.122. Base flood elevation requirements in special flood hazard areas.¹⁶⁷

(a) The following additional requirements apply to residential structures:

(1) All additions to, and new construction and substantial improvement of, any residential structure, including basement, within an AO Zone shall have the lowest floor and all utilities elevated above the highest adjacent grade to a height at least two feet above the depth number specified on the FIRM for the site.¹⁶⁸ If the floor elevation of a garage attached to an addition is lower than the minimum flood protection elevation, the garage must meet the requirements of Section 64.121(j) of this Code.¹⁶⁹

(2) All additions to, and new construction and substantial improvement of, any residential structures within Zones A, A1-30, and AH shall have the lowest floor, including basement, and all utilities elevated above at least two feet above the base flood elevation.¹⁷⁰ If the flood elevation of a garage attached to an addition is lower than the minimum flood protection elevation, the garage must meet the requirements of Section 64.121(j) of this Code.¹⁷¹

(3) All additions to, and new construction and substantial improvement of, any residential structure within Zones A10-30, AE, and AH shall have the lowest floor, including basement, and all utilities elevated above at least one foot above the base flood elevation.¹⁷²

¹⁶⁶ Items 9-12 are from 5.1A-D of the consultant’s draft.

¹⁶⁷ From 19-33 of City of Houston rules.

¹⁶⁸ See consultant’s draft 5.2A.1. Should satisfy item 30 of Checklist, which says this is a higher standard. Minimum standard is that lowest floor, including basement, must be elevated to or above the highest adjacent grade or at least as high as the FIRM’s depth number. Houston requires 12 inches above specified depth number and at least 3 feet above highest adjacent grade if no depth number is specified.

¹⁶⁹ From Houston rule 19.33(b)(1).

¹⁷⁰ From consultant’s draft 5.1A.2. Checklist says this satisfies item 29 and that this is a higher standard.

¹⁷¹ Checklist says this satisfies item 29 and is a higher standard. Consultant’s draft 5.2A.2 says said base flood elevation shall be determined by one of the methods in Section 4.4 of this order. Sections 64.005 and 64.006 specify methods for determining base flood elevations. Sentence regarding garage is from Houston rule.

¹⁷² From consultant’s draft 5.2.A2. Checklist says this satisfies item 29 and is a higher standard.

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(b) The following additional requirements apply to non-residential structures:

(1) All additions to, and new construction and substantial improvement of, any nonresidential structure within Zone AE shall have the lowest floor, including basement, elevated at least one foot above the base flood elevation or, together with attendant utility and sanitary sewerage facilities, be completely floodproofed to or above that level so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.¹⁷³

(2) All additions to, and new construction and substantial improvement of, any nonresidential structure within Zone A or Zone AO¹⁷⁴ shall:

(A) have the lowest floor, including basement, elevated to at least two feet¹⁷⁵ above the base flood elevation; or

(B) together with attendant utility and sanitary sewerage facilities, be completely floodproofed to at least one foot above the base flood elevation so that below this level, the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.¹⁷⁶

(3) Where a nonresidential structure is required to be made watertight below the base flood elevation, the applicant must have a registered professional engineer or architect licensed in the State of Texas (A) develop and/or review structural design, specifications, and plans for the construction and (B) certify that the design and

¹⁷³ Should satisfy Checklist item 32. 44 CFR 60.3(c)(8) requires that nonresidential structures have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the FIRM or at least two feet if no depth number is specified. Is what I've written for this subsection correct?.

¹⁷⁴ **Just these two zones?**

¹⁷⁵ **Is this correct?**

¹⁷⁶ This should satisfy item 31 of Checklist and is a higher standard than required by 44 CFR 60.3(c)(3), which says:

(c) When the Administrator has provided a notice of final flood elevations for one or more special flood hazard areas on the community's FIRM and, if appropriate, has designated other special flood hazard areas without base flood elevations on the community's FIRM, but has not identified a regulatory floodway or coastal high hazard area, the community shall:

(3) Require that all new construction and substantial improvements of non-residential structures within Zones A1-30, AE and AH zones on the community's firm (i) have the lowest floor (including basement) elevated to or above the base flood level or, (ii) together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy;

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methods of construction: (i) are in accordance with accepted standards of practice for making the structure floodproof and watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy¹⁷⁷ and (ii) comply with the requirements of Section 64.122(b)(1) if the structure is in Zone AO, and Section 64.122(b)(2) if the structure is in Zone A or Zone AE. A record of such certificates, including the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be provided to Floodplain Administrator who shall maintain such records.¹⁷⁸

(c) All structures to be constructed in whole or in part within Zones AH and AO shall be designed with adequate drainage paths around structures on slopes to guide floodwaters around and away from those structures.¹⁷⁹

(d) For critical facilities located in an area that is subject to a 0.2 percent or greater chance of flooding in any given year (shaded Zone X), all additions, new construction, and substantial improvements shall have the lowest floor elevated or floodproofed to at least 12 inches above the elevation that is subject to a 0.2 percent or greater chance of flooding.¹⁸⁰

[Sections 64.123-64.130 reserved for expansion]

DIVISION 3. DEVELOPMENT IN A WATERCOURSE AND FLOODWAY

§ 64.131. Generally¹⁸¹

In addition to complying with the standards set out in Division 2 of this subchapter, development in a watercourse or a floodway shall comply with the provisions of this division.

§ 64.132. Watercourses¹⁸²

The alteration or relocation of any watercourse maintained by a county or a county agency shall not be permitted unless the county engineer who is responsible for flood control in the county in which the property is located certifies in writing to the Floodplain Administrator that the flood-carrying capacity of the watercourse will be the same as or greater than the flood-carrying capacity that existed prior to the proposed development.

§ 64.133. Floodways¹⁸³

¹⁷⁷ This should satisfy item 33 of Checklist .

¹⁷⁸ This sentence should satisfy 44 CFR 60.3(c)(4)

¹⁷⁹ Should satisfy item 36 of checklist.

¹⁸⁰ This is part of Houston rule 19.33.

¹⁸¹ 19-41 of City of Houston rules.

¹⁸² 19-42 of City of Houston rules.

¹⁸³ From 19-43 of City of Houston rules. See current 64.021(c), which says:

Once the floodway has been determined for the regulatory flood on any waterway, all development will be prohibited in the floodway except for unrestricted uses and special uses by "B" permit only. Other development within the floodway may be allowed if it is demonstrated by an engineering analysis, which may include a hydrologic and

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(a) Except as otherwise provided in this section, no permit shall hereafter be issued for a development to be located in any floodway, or any special flood hazard area for which a floodway has not been designated, if that development provides for:

(1) Encroachment by the deposition of fill, or other similar construction, within the floodway, or the special flood hazard area if no floodway has been designated; or

(2) New construction, additions to existing structures, or substantial improvement of any structure within the floodway, or the special flood hazard area if no floodway has been designated.¹⁸⁴

(b) For those facilities necessary to protect the health, safety and welfare of the general public, the Floodplain Administrator may issue a permit for development of a site or the new construction, addition to an existing structure, or substantial improvement of a structure within the floodway, or any special flood hazard area for which a floodway has not been designated, if a professional engineer licensed in the State of Texas submits supporting documentation or an engineering analysis acceptable to the Floodplain Administrator and written certification to the effect that:

(1) The cumulative effect of the proposed development when combined with all other existing development, and if a floodway has not been designated, all anticipated development, will not have an adverse effect on flood levels at any point within the County during occurrence of the base flood;

(2) The construction will not impede the flow of floodwaters; and

(3) The construction will not result in an adverse effect on the conveyance capacity during the occurrence of the base flood.

(c) The Floodplain Administrator may issue a permit for development for the construction of a bridge or the repair or replacement of an existing bridge in a floodway, or any special flood hazard area for which a floodway has not been designated, if the Floodplain Administrator determines that:

(1) The cumulative effect of the proposed construction when combined with all existing development, and if a floodway has not been designated, all anticipated

hydraulic analysis, performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge. Encroachments within the adopted floodway that would result in an increase in the base flood elevations also may be permitted if a conditional Flood Insurance Rate Map and floodway revision are approved, the requirements for such revisions are fulfilled, and approval from the Federal Emergency Management Agency Administrator is obtained. Special uses of the floodway shall include bridges, culverts and other public crossings; and dams, levees and other waterway improvement structures consistent with general flood plain management polices of the County. (emphasis in original)

¹⁸⁴ Subsections (a), (b), and (c) should satisfy item 35 of checklist. 44 CFR 60.3(c)(10) says that the community shall require, until a regulatory floodway is designated, “no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community’s FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.”

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development, will result in a zero increase in flood levels at any point within the County during occurrence of the base flood; and

(2) The bottom of the lowest horizontal structural member of the bridge, excluding the pilings or columns, will be elevated at least 18 inches above the base flood level. If the Floodplain Administrator determines that construction to this elevation is not practical based upon the application of sound engineering principles to the proposed construction, the elevation geometry, the attendant roadway geometry, and the necessity for the bridge to be built or reconstructed in the proposed location, the Floodplain Administrator may approve deviation from this standard.

(d) Whenever a permit is denied pursuant to **§64.133(a)(2)** and the Commissioners Court finds and determines in writing that:

(1) the improvement is insubstantial;

(2) this insubstantial construction will not increase flood levels during occurrence of the base flood; and,

(3) this insubstantial improvement will not impede the flow of floodwaters, then the Floodplain Administrator may issue a permit only if all of the other applicable provisions of this chapter have been met by the applicant for the permit.

§ 64.134. Encroachments within adopted regulatory roadway

(a) Encroachments, including fill, new construction, substantial improvements and other development, are prohibited within the adopted regulatory floodway unless:

(1) an applicant demonstrates through hydrologic and hydraulic analyses performed in accordance with standard engineering practices that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge¹⁸⁵, or

(2) The applicant applies for a conditional FIRM and floodway revision, fulfills the requirements for such revisions, and receives a Conditional Letter of Map Revision (CLOMR) approved by the Federal Emergency Management Agency Administrator.¹⁸⁶

[Sections 64.135-64.140 reserved for expansion]

SUBCHAPTER E. MANUFACTURED HOMES.

Division 1

§ 64.141. Generally¹⁸⁷

(a) The provisions of this chapter shall be in addition to any other applicable requirements, standards, and restrictions contained in the Travis County Code relating

¹⁸⁵ Source: 44 CFR 60.3(d)(3). Should satisfy Checklist item 41.

¹⁸⁶ Source: 44 CFR 60.3(d)(4).

¹⁸⁷ 19-61 of City of Houston rules.

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to manufactured homes, including, but not limited to, regulations adopted solely or jointly by the Travis County Commissioners Court relating to subdivisions and on-site sewage facilities. In the event of conflict between the requirements of this chapter and any other requirement adopted by the Travis County Commissioners Court, the provisions of this chapter shall prevail.

(b) The applicants for a manufactured home permit where the manufactured home will be located within a special flood hazard area shall submit a development permit application and shall comply with the standards set forth in this chapter specifically including those standards contained in this subchapter.

(c) **Manufactured Home Subdivisions**

Manufactured home subdivisions shall be designed in compliance with Travis County's "Standards for Construction of Streets and Drainage in Subdivisions" and shall dedicate the flood hazard area as a drainage easement. All manufactured homes in the subdivision shall require a permit, with no allowance for move-ons.

(d) **Existing Manufactured Homes in Non-Conformance**

An existing manufactured homes in non-conformance with this chapter shall be brought into compliance with this chapter if it is moved off its site, damaged more than 50% of its fair market value, or proposed to have substantial improvements.¹⁸⁸

§ 64.142. Development Permit Required

A development permit must be obtained in order to place or substantially improve a manufactured home within Zones A, AO, AE, X, and anywhere else in the unincorporated areas of the County.

[Sections 64.142-64.150 reserved for expansion]

DIVISION 2. PLACEMENT STANDARDS

§ 64.151. Generally¹⁸⁹

All manufactured homes shall be placed in locations in the County that are reasonably safe from flooding, and the Floodplain Administrator is hereby authorized to promulgate such written standards as may be deemed appropriate to determine such flood safety. In addition to such standards within special flood hazard areas, the requirements of this division 2 shall apply.

§ 64.152. Required elevations

(a) A manufactured home must be elevated on a permanent foundation and be securely anchored to an adequately anchored foundation system to resist floatation, collapse, and lateral movement if the manufactured home is to be placed or substantially improved on a site that is located :

- (1) outside an existing manufactured home park or subdivision;
- (2) in a new manufactured home park or subdivision;
- (3) in an expansion to an existing manufactured home park or subdivision; or

¹⁸⁸ Subsections (c) and (d) are from current 64.059.

¹⁸⁹ 19-71 of City of Houston rules.

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(4) in an existing manufactured home park or subdivision on a site upon which a manufactured home has incurred substantial damage as a result of a flood.¹⁹⁰

(b) A manufactured home must be elevated on a permanent foundation and be securely anchored to an adequately anchored foundation system to resist floatation, collapse, and lateral movement if the manufactured home is to be placed or substantially improved on a site that is located in an existing manufactured home park or subdivision:¹⁹¹

- (1) that is not being expanded, and
- (2) that does not contain a manufactured home that has incurred substantial damage as a result of a flood.

(c) For each manufactured home located on a site described in subsection (a) or subsection (b):

- (1) if the site is located within Zone AE, the lowest floor of the manufactured home shall be elevated at least one foot above the base flood elevation.
- (2) if the site is located within Zone A, the lowest floor of the manufactured home shall be elevated at least two feet above the base flood elevation.
- (3) if the site is located within Zone AO, the lowest floor of the manufactured home shall be elevated above the highest adjacent grade to a height of at least two feet above the depth number specified in feet on the FIRM or at least two feet above the base flood elevation or at least two feet above the elevation specified on the FIRM.¹⁹²

(d) All manufactured home chassis must be supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade, and be securely anchored to an adequately anchored foundation system to resist floatation, collapse, and lateral movement.¹⁹³

§ 64.153. Flood Safety.¹⁹⁴

Each manufactured home and its site and substantial improvements to manufactured home sites shall:

¹⁹⁰ From 5.9A of consultant's draft.

¹⁹¹ Note:: 44 CFR 60.3(c)(6) (see subsections (a) and (b)) require that manufactured homes on sites specified in (a) be elevated on a permanent foundation. 44 CFR 60.3(c)(12), relating to homes to which 60(c)(6) does not apply, does not require that the manufactured homes be elevated on a permanent foundation.

¹⁹² Subsections (a) and (b) should satisfy Checklist item 37 and exceeds the requirement in 44 CFR 60.3(c)(6) that the lowest floor be elevated to at least the BFE and be securely anchored. See consultant's draft section 5.9A. Does this make sense?

¹⁹³ From consultant's draft 5.9C. This is a higher standard than required by 44 CFR 60.3(c)(12) because this would apply to all manufactured homes rather than just those described in subsection (c). Subsections (c), (d), and (e) should satisfy Checklist item 38.

¹⁹⁴ 19-72 of City of Houston rules.

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- (a) Be designed or modified to prevent flotation, collapse, or lateral movement of the manufactured home in the presence of floodwaters;
- (b) Be constructed with materials and types of utility equipment which are resistant to flood damage; and,
- (c) Be constructed by methods and practices that minimize flood damage.¹⁹⁵

§ 64.154. Utility Systems Protection.¹⁹⁶

- (a) All new and replacement water supply systems for manufactured homes shall be designed to prevent or eliminate the infiltration of floodwaters into the water supply system and the utility system supplying water to the manufactured homes.
- (b) All new and replacement sanitary sewage systems for manufactured homes shall be designed to prevent:
 - (1) The infiltration of floodwaters into such systems; and,
 - (2) Discharge from such systems into floodwaters.
- (c) All on-site disposal systems, including but not limited to, sewage treatment plants and septic tanks located on the lot or site of the manufactured home or connected by a utility system to the manufactured home, shall be located so as to:
 - (1) Prevent impairment of the function of the system during flooding; and
 - (2) Prevent contamination of floodwaters from the system during flooding.

§ 64.155. Special requirements for manufactured homes.¹⁹⁷

All manufactured homes placed in, and all substantial improvements to manufactured home sites within, special flood hazard areas shall be secured as follows:

(a) *Anchors*: All manufactured homes shall be elevated and anchored to resist flotation, collapse, or lateral movement in the presence of floodwaters by providing over-the-top or frame ties to ground anchors. All ground anchors shall be set in concrete poured to a depth resistant to natural erosion caused by floodwater. In addition, all anchoring systems shall comply with all applicable provisions of state law or regulations. All components of the anchoring system for manufactured homes shall be capable of carrying a force of 4,800 pounds.¹⁹⁸

(b) *Tie-downs*:

a. Over-the-top ties shall be provided at each of the four corners of the manufactured home.

b. Manufactured homes in excess of 50 feet in length shall have two side ties in addition to the above-described corner ties, which shall be placed at intermediate locations; manufactured homes less than 50 feet in length shall have one additional tie per side.

(c) *Frame ties*:

a. A frame tie shall be placed at each corner of the manufactured home.

b. Manufactured homes in excess of 50 feet in length shall have five additional ties placed on each side at intermediate locations; manufactured

¹⁹⁵ Should partially satisfy Checklist item 28.

¹⁹⁶ 19-73 of City of Houston rules.

¹⁹⁷ 19-74 of City of Houston rules.

¹⁹⁸ Should satisfy Checklist item 28.

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homes less than 50 feet in length shall have four additional ties per side placed at intermediate locations.

(d) *Additions to manufactured homes:* All additions to a manufactured home shall be anchored in the same manner as a manufactured home.

(e) *Flood elevation of manufactured home:*

(1) The stand or lot on which a manufactured home is placed shall be elevated on a permanent foundation so that the lowest floor of the manufactured home is at least at the minimum flood protection elevation.

(2) Adequate surface drainage and access for a hauler shall be provided at each manufactured home lot or stand and at the entrance of a manufactured home park or subdivision.

(3) A manufactured home placed on pilings shall be placed on a lot large enough to permit steps wholly on the manufactured home lot.

(4) Pilings shall be placed in stable soil not more than ten feet apart, center to center, and shall be reinforced if they extend more than six feet above ground level. A registered professional engineer licensed in the State of Texas must certify in writing that the size, strength, and treatment processes for wooden pilings and methods of reinforcement for those pilings are sufficient to prevent flotation, collapse or lateral movement of the manufactured home in the presence of floodwaters.

§ 64.156. Manufactured Home Placement in a Floodway or Coastal High Hazard¹⁹⁹ Area.

Manufactured homes to be placed in a floodway or a coastal high hazard area shall also specifically comply with divisions 3 and 4 of this subchapter.

[Sections 64.166 to 64.170 reserved for expansion]

DIVISION 3. SUBDIVISIONS AND DEVELOPMENT

§ 64.171. Plats for manufactured home parks and subdivisions.²⁰⁰

No plat shall be issued for a manufactured home park or subdivision unless it complies with the provisions of Section **64.051** and the provisions of this subchapter.

§ 64.172. Evacuation Plan.²⁰¹

All persons who operate a manufactured home park or subdivision within any special flood hazard area shall file an evacuation plan with the Travis County Fire Marshal, the Travis County Emergency Management Coordinator, and the emergency services district in which the park or subdivision is located indicating alternate vehicular access and escape routes for such park or subdivision prior to the granting of a permit.

[Sections 64.173 to 64.180 reserved for expansion]

¹⁹⁹ 19-75 of City of Houston rules.

²⁰⁰ 19-81 of City of Houston rules.

²⁰¹ 19-82 of City of Houston rules.

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Subchapter F. Miscellaneous

§ 64.181. Certain Prohibitions relating to Recreational Vehicles

(a) An owner of a recreational vehicle must obtain a permit in accordance with the provisions of this chapter before placing the recreational vehicle in **Zones A, AE, or AO** on Travis County's FIRM.

(b) Any recreational vehicle placed in Zones A, AE, or AO on Travis County's FIRM:

a. must not remain on the site for 180 consecutive days or more;

b. must be fully licensed and ready for highway use; and

c. must meet the permit requirements and the elevation and anchoring requirements set forth in this chapter for "manufactured homes."

(c) A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site by quick disconnect type utilities and security devices, has no permanently attached additions, and has current vehicle registration and inspection stickers or tags affixed.²⁰²

§ 64.182 Agricultural Development in Floodplains²⁰³

(a) Except as provided in subsection (b), a permit is not required in order to continue agricultural use of property located in a special flood hazard area.

(b) A permit must be obtained pursuant to the provisions of this chapter and any other applicable city, county, state, and federal statutes and regulations if any of the following applies:

(1) The agricultural use or a proposed change in the agricultural use is reasonably likely to:

A. result in an obstruction to a waterway;

B. alter a natural floodplain or stream channel; or

C. cause excessive increases in erosion, flood heights, or velocities.

(2) The agricultural use or any proposed change in agricultural use of property is reasonably likely to change the conveyance capacity or diminish the storage volume of the special flood hazard area, including the construction, alteration, or removal of structures.

(3) There is a proposal to place, construct, or substantially improve a structure on the property, including the construction of houses, storage sheds, barns, and garages.

²⁰² Should satisfy item 39 of checklist. This is a higher standard because 44 CFR 60.3(c)(14) requires that site must be elevated and anchored, or be on the site for less than 180 consecutive days, or be fully licensed and highway ready.

²⁰³ This would replace current section 64.060.

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(4) There is a proposal to construct or alter a pond, terrace, dam, dike, ditch, or levee.

(5) There is a proposal to engage in one or more of the following activities on the property: mining, dredging, filling, grading, paving, surfacing, excavating, or drilling.

64.183 Utilities and Individual Septic Tank Systems²⁰⁴

- (a) Except as provided in Subsection (b), a basic development permit or special flood hazard area development permit must be obtained prior to the installation, repair, or removal of all utilities, including as water and wastewater lines, on-site waste disposal systems, gas lines, telephone and electric lines and related facilities.
- (b) A permit does not have to be obtained prior to performing emergency repairs to a utility, but written notice must be provided to the Floodplain Administrator on the next County business day as to the location of the repair, the nature of the repair, the name of the person conducting the repairs, the name and address of the property owner, and the name and address of the person who requested the repairs. For the purpose of this subsection, an emergency repair is a repair that is necessary to mitigate or prevent an immediate threat to the health and safety of the public.
- (c) No sewage treatment plant, septic tank system, or other on-site sewage disposal system shall be operated when there are floodwaters over any portion of the on-site sewage disposal system.

§ 64.184. Dry Dock Barge Exemption²⁰⁵

- (a) This section applies only to nonresidential, commercial structures which were in existence on March 28, 1995, the date the Travis County Commissioners Court adopted a cumulative substantial damage rule. When a nonresidential, commercial structure that was in existence on March 28, 1995 has sustained damage as a result of a flood event, the owner of that structure may apply for a Dry Barge Exemption to redesign the structure as a Dry Dock Barge. A Dry Dock Barge Exemption may be granted by the Floodplain Administrator provided the owner meets the following criteria:
 - (1) A registered professional engineer or architect licensed in the State of Texas shall certify the Dry Dock Barge in accordance with 44 CFR § 60.3(c)(4).
 - (2) A registered professional engineer in the State of Texas shall certify that the Dry Dock Barge:
 - (i) includes a barge anchor system that has been designed and constructed to prevent the barge from moving onto or over adjacent properties or

²⁰⁴ This replaces current 64.062.

²⁰⁵ Current 64.035.

Last Updated 9-9-08 at 12:15pm

over insurable improvements located on the owner's property during a flood event up to and including the 100-Year Flood, and

(ii) shall not increase the water surface elevation of the 100-year flood plain on adjacent properties.

(3) A Dry Dock Barge shall provide for a satisfactory means of evacuation prior to a Flood and an acceptable means of accessing the Dry Dock Barge during a period of Flooding.

(4) The owner shall provide a verified written statement to the Floodplain Administrator acknowledging that:

(i) the preexisting, non-residential, commercial structure has suffered substantial damage;

(ii) the Dry Dock Barge will be constructed in lieu of making repairs or improvements to such structure;

(iii) the anchor system for the Dry Dock Barge shall be maintained according to the design certified by the engineer pursuant to § 64.184(a)(2)(i); and

(iv) the owner may not be eligible for flood insurance coverage or federal disaster assistance with respect to the Dry Dock Barge.

(b) Upon the granting of a Dry Dock Barge Exemption, a Dry Dock Barge shall be exempt from this ordinance and its owner shall comply with the following rules:

(1) Except for those trained personnel necessary to assure the structure remains anchored, a Dry Dock Barge shall remain unoccupied during a flood as defined in this chapter.

(2) A Dry Dock Barge shall be demolished and removed by its owner in the event:

(i) the owner's business becomes insolvent, is placed in receivership or bankruptcy, or ceases to carry on in the ordinary course of business;

(ii) a resolution or order is passed for the winding up or liquidation of the owner's business; or

(iii) such barge is significantly damaged in any manner.

(3) The owner shall be prohibited from making any repairs or improvements to the pre-existing, non-residential, commercial structure, including but not limited to maintenance of any kind, and shall only be allowed to remove such structure from the property.

§ 64.185 Non-Conforming Uses²⁰⁶

²⁰⁶ Compare with current 64.027.

Last Updated 9-9-08 at 12:15pm

- (a) A structure, or the use of a structure or premises, which was lawful before the adoption of this Chapter, but which does not conform with the requirements of these regulations, may be continued subject to the follow conditions:
- (1) No such use shall be expanded, changed, enlarged, or altered in a way which increases its nonconformity.
 - (2) No substantial improvement to the structure shall be made unless the structure is changed to conform to these regulations.
 - (3) If a nonconforming use is discontinued for a period of 90 days or more, any future use of the building or premises shall conform to these regulations.
 - (4) Any nonconforming use or structure which is destroyed by any means, including floods, or which has sustained substantial damage shall not be reconstructed except in conformance with the provisions of these regulations.²⁰⁷
- (b) The following procedures shall be used to determine whether a structure or use of a structure has sustained substantial damage pursuant to this section:
- (1) The owner shall obtain an estimate of fair market value for the structure which has been damaged.
 - (2) The owner shall obtain an estimate for the cost of repairs to the damaged structure. Acceptable estimates can be obtained from the following sources:
 - (A) itemized estimate (as to both materials and labor) made by licensed contractors or other professional estimators in the construction industry; and
 - (B) for insured structures damaged by floods, the monetary damage estimated by the National Flood Insurance Program claims adjuster (structure only, not contents).
 - (3) The owner shall provide an estimate for the cost of repairs or improvements which have been made to the structure since March 28, 1995.²⁰⁸
 - (4) The owner shall submit a completed application form along with the requested cost and appraised value figures to the Transportation and Natural Resources Department permit counter.
- (c) Upon receipt of the information outlined in Section 64.185(b), the Floodplain Administrator shall verify the accuracy of the information and determine if the structure has been, or will be, substantially improved as a result of the repair work or other improvements which have been or need to be made. If the value of repairs or improvements does not constitute a Substantial Improvement as defined in this chapter and does not exceed 50% of the market value of the structure, then a permit will be issued by the Floodplain Administrator to begin the repairs. If the value of repairs or improvements exceeds 50% of the market value of the structure or constitutes a substantial improvement, then a permit will be denied unless the structure is to be reconstructed outside of the floodplain or constructed in

²⁰⁷ From G102.3 of the City of Austin Code.

²⁰⁸ **Why is March 28, 1995 significant?**

Last Updated 9-9-08 at 12:15pm

accordance with the standards set forth in this chapter for new developments and substantial improvements.

§ 64.186. Stormwater Management Controls²⁰⁹

(a) General

(1) Due to the rapid onset of development in unincorporated areas of Travis County the Floodplain Administrator requires that developments which exceed 20% impervious coverage ratio, when calculated against the total property, control the increased stormwater. These controls will be of a method by which the County will be assured that present flooding conditions will not be increased by the development. This requirement has been in effect since April 1, 1982, when the County went into the regular phase of the National Flood Insurance Program.

(2) Improvements and/or development prior to April 1, 1982 are exempt from these controls, but any impervious material "grandfathered" shall be used in calculating the impervious coverage ratio for future development.

(3) Individual single family residences shall not be required to conform to these controls.

(b) Design of Stormwater Management Controls

When development exceeds the 20% impervious coverage ratio, the permit applicant shall have a Registered Professional Engineer licensed in the State of Texas provide a plan with supporting calculations to attenuate the effects of the proposed increased stormwater. The normal design of these controls shall be as per the City of Austin's Drainage Criteria Manual. Any other method proposed shall require prior approval by The Floodplain Administrator.

[Sections 64.187 to 64.220 reserved for expansion]

Subchapter G. Enforcement

§ 64.221. Actions Authorized to Enforce Chapter.²¹⁰

(a) The County, acting through the County Attorney, is hereby authorized to file an action in a court of competent jurisdiction to:

(1) Enjoin any person from violating the terms, conditions and restrictions of any permit issued under this chapter;

(2) Enjoin the violation of the provisions of this chapter;

(3) Recover civil penalties for violation of the terms, conditions and restrictions of any permit issued under this article;

(4) Recover civil penalties for violation for the provisions of this article; or

²⁰⁹ Current 64.057.

²¹⁰ 19-91 of City of Houston rules. Compare with current section 64.030.

Last Updated 9-9-08 at 12:15pm

(5) Recover damages from the owner of a site in an amount adequate for the County to undertake any construction or other activity necessary to bring about compliance with this chapter.

This authority is in addition to all provisions of this chapter, Chapters 48 and 82 of the Travis County Code, Title 30 of the Austin-Travis County Subdivision Regulations, and any other authority to enforce the provisions of this chapter.

(b) The County, acting through the County Attorney, is hereby authorized to enter into agreements in lieu of litigation to achieve compliance with the terms, conditions, and restrictions of any permit issued under this chapter.

(c) The Floodplain Administrator is authorized to:

(1) Whenever any work authorized by a development permit is being performed contrary to the provisions of this chapter, or other pertinent laws or ordinances implemented through the enforcement of this article, order the work (other than work to cure a violation) stopped by notice in writing served on any persons performing the work or causing the work to be performed. Any such persons shall forthwith stop the work until authorized by the Floodplain Administrator to proceed with the work.

(2) At the time a stop order is issued, the person performing the work and the permit holder shall be given notice of a right to a hearing on the matter during a regularly scheduled meeting of the Commissioners Court. Any stop order that has been issued shall remain in effect pending any hearing that has been requested unless the stop order is withdrawn by the Floodplain Administrator.

§64.222. Criminal Sanctions.²¹¹

Any person violating any provision of this chapter commits a Class "C" misdemeanor punishable by a fine of not to exceed \$500. Each day that a violation occurs is a separate offense.

CERTIFICATION OF ADOPTION

APPROVED: _____
(community official)

PASSED: _____
(adoption date)

THIS CHAPTER BECOMES EFFECTIVE: _____
(effective date)

I, the undersigned, {name of certifying official}, do hereby certify that the above is a true and correct copy of an order duly adopted by the Travis County Commissioners Court at a regular meeting duly convened on _____.

²¹¹ Similar to current 64.030(a).

22

Travis County Commissioners Court Agenda Request

Voting Session 9/16/08
(Date)

Work Session _____
(Date)

I. A. Request made by: Joseph P. Gieselman Phone # 854-9383
Executive Manager, TNR

B. Requested Text: **Consider and take appropriate action on the approval of acceptance of dedication of street and drainage facilities for West Cypress Hills Phase 1 Section 1, West Cypress Hills Phase 1 Section 2, and West Cypress Hills Phase 1 Section 3A, three subdivisions in Precinct 3.**

C. Approved by: _____
Commissioner Gerald Daugherty, Precinct Three

II. A. Is backup material attached*: Yes X No _____

*Any backup material to be presented to the court must be submitted with this Agenda Request (original and 8 copies).

B. Have the agencies affected by this request been invited to attend the Work Session?

Yes X No _____ Please list those contacted and their phone numbers:

Donald W. Ward - 854-9383	Anna Bowlin - 854-9383
David Greear - 854-9383	Howard Herrin - 854-9383
Scott Lambert - 854-9383	Johnny Anglin - 266-3314

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

- _____ Additional funding for any department or for any purpose
- _____ Transfer of existing funds within or between any line item budget
- _____ Grant

Human Resources Department (854-9165)

- _____ A change in your department's personnel (reclassifications, etc.)

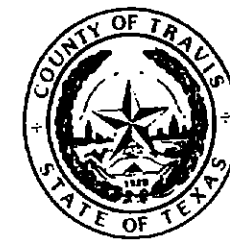
Purchasing Office (854-9700)

- _____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- _____ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits should be submitted to the County Judge's Office no later than 5:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9854-4649

MEMORANDUM

DATE: September 2, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, TNR Executive Manager

FROM: Donald W. Ward, P.E., Director, Road Maintenance and Fleet Services

SUBJECT: Acceptance of dedication of street and drainage facilities for West Cypress Hills Phase 1 Section 1, West Cypress Hills Phase 1 Section 2, and West Cypress Hills Phase 1 Section 3A

Summary and TNR Staff Recommendation:

These subdivisions were recorded in March 2004, July 2006, and December 2006. These subdivisions have been inspected for conformance with approved plans and specifications as listed. There are no items on the punch list to be corrected. The stop signs will be approved under Chapter 251 of the Texas Transportation Code. The sidewalks have received substantial compliance from a Registered Accessibility Specialist. The subdivisions connect to Cypress Ranch Boulevard, a road accepted for maintenance by Travis County. This action will add 2.24 miles to the Travis County road system. TNR staff recommends approval of the proposed motion.

Issues and Opportunities:

There are no budgetary impacts. All fiscal posted will be released, except for Performance Period and un-constructed residential sidewalks in West Cypress Hills Phase 1 Section 3A.

Required Authorizations:

None

Exhibits:

List of streets (3)
Construction Approval (3)
Requirements (3)
TAS letter (2)
Attached maps

DV:DWW:dv

1105 West Cypress Hills 1-1
1105 West Cypress Hills 1-2
1105 West Cypress Hills 1-3A

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE



SUBDIVISION
Mapsco No. 517E

West Cypress Hills Phase 1 Section 1

Pct.# 3
Atlas No. L-03

RECORDED AT DOC#200400094 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY 3/11/04

SUBDIVISION CONTAINS 7 STREETS AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	ROW	PVMNT	TYPE OF WIDTH OF CURB &	
							PVMNT	GUTTER
							2-24"F-F	
							+left turn	
1	Cypress Ranch Blvd.	Existing Cypress Ranch Blvd to Blackfoot Daisy Dr.	2824	0.53	100'	HMAC	lanes	Yes
2	Rose Grass Lane	Cypress Ranch Blvd. to end of 50'R cul-de-sac	737	0.14	50'	HMAC	28'F-F	Yes
3	Texas Bluebell Drive	Cypress Ranch Blvd. to Cypress Ranch Blvd.	2174	0.41	50'	HMAC	28'F-F	Yes
4	Agarito Lane	Texas Bluebell Drive to NE cor Lot 1 Blk 7	132	0.03	50'	HMAC	28'F-F	Yes
5	Wild Foxglove Road	Texas Bluebell Drive to SW cor Lot 6 Blk 7	133	0.03	50'	HMAC	28'F-F	Yes
6	Horsemint Trail	Cypress Ranch Blvd. to end of curb return	49	0.01	50'	HMAC	28'F-F	Yes
7	Blackfoot Daisy Drive	Cypress Ranch Blvd. to end of curb return	50	0.01	50'	HMAC	28'F-F	Yes
8								
9								
10								
11								
12								
			6099					


THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 92

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1-7

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-7 TOTALING 1.16 MILES BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT 3.

16-Sep-08
DATE

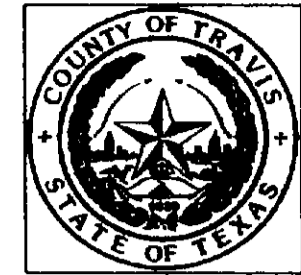


Donald W. Ward, P. E.
Director Road Maintenance & Fleet Services
TRANSPORTATION AND NATURAL RESOURCES

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

APPROVED BY COMMISSIONERS' COURT DATE

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE



SUBDIVISION
Mapsco No. 517E

West Cypress Hills Phase 1 Section 2

Pct.# 3
Atlas No. K-03

RECORDED AT DOC#200600222 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY 7/19/06

SUBDIVISION CONTAINS 3 STREETS AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	ROW	TYPE OF WIDTH OF CURB &		
						PVMNT	PVMNT	GUTTER
1	Agarito Lane	SW cor Lot 15 Blk 1 to Wild Foxglove Road	1276	0.24	50'	HMAC	28'F-F	Yes
2	Wild Foxglove Road	existing Wild Foxglove to Lot 23 Blk 9	1211	0.23	50'	HMAC	28'F-F	Yes
3	Horsemint Trail	Cypress Ranch Blvd. to SW cor Lot 6 Blk 9	125	0.02	50'	HMAC	28'F-F	Yes
4								
5								
6								
7								
8								
9								
10								
11								
12								
			2612					

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - **66**

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

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

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-3 TOTAL IN **0.49** MILES BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT **3**.

16-Sep-08

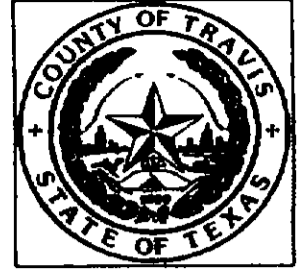
DATE

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HMAC = HOT MIX ASPHALT
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UPP = UNPAVED, PIT RUN
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Donald W. Ward, P. E.
Director Road Maintenance & Fleet Services
TRANSPORTATION AND NATURAL RESOURCES

APPROVED BY COMMISSIONERS' COURT DATE

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE



SUBDIVISION
Mapsco No. 517E

West Cypress Hills Phase 1 Section 3A

Pct.# 3
Atlas No. K-02 & L-02

RECORDED AT DOC#200600376 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY 12/06/06

SUBDIVISION CONTAINS 3 STREETS AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	ROW	TYPE OF WIDTH OF CURB &		
						PVMNT	PVMNT	GUTTER
1	Texas Bluebell Drive	NW cor Lot 1 Blk A to Rock Wren Road	1536	0.29	50'	HMAC	28'F-F	Yes
2	Red Yucca Road	Texas Bluebell Drive to end of 50'R cul-de-sac	730	0.14	50'	HMAC	28'F-F	Yes
3	Rock Wren Road	Texas Bluebell Drive to end of 44'R cul-de-sac	830	0.16	50'	HMAC	28'F-F	Yes
4								
5								
6								
7								
8								
9								
10								
11								
12								
			3096					

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - **66**

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

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

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-3 TOTAL IN **0.59** MILES BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT **3**.

16-Sep-08
 DATE

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

Donald W. Ward, P. E.
 Director Road Maintenance & Fleet Services
 TRANSPORTATION AND NATURAL RESOURCES

APPROVED BY COMMISSIONERS' COURT DATE



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
P.O. Box 1748
Austin, Texas 78767
tel 512-854-9383
fax 512-854-4649

CONSTRUCTION ACCEPTANCE – CONDITIONAL

DATE: -

TO:	Developer:	Engineer:
	Mr. Alan Topper, President	Ms. Stephanie M. Stanford, P. E.
	Cypress Ranch, Ltd. by	C. Faulkner Engineering
	Cypress Ranch Development, Inc.	907 West 5 th
	Street, Suite 250	Austin, TX
	5000 Plaza on the Lake, Suite 170	
	78703	
	Austin, TX 78746	P: 495-9470
		F: 495-9473

SUBJECT: West Cypress Hills Phase 1 Section 1


Effective this date streets and/or drainage construction, within this subdivision, appear to be in conformance with the Permitted Construction Documents. This construction is not accepted for maintenance by Travis County, but will enter into a one-year Performance Period, when all of the "Requirements for Approval of Construction" (attached) are provided to Travis County.

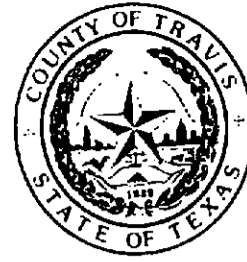
The Owner must maintain the streets in the development until the satisfactory completion of the Performance Period. The Developer is required to maintain fiscal posting of 10% of the actual street and drainage cost, plus 100% of the un-constructed residential sidewalks, until all streets and/or drainage construction are accepted for maintenance by Travis County and the Performance Period has been completed. Sidewalk fiscal will be reduced/released as the sidewalks are deemed complete.

Prior to the end of the Performance Period, Travis County will inspect the streets, drainage, and/or sidewalk construction to determine the deficiencies that need to be corrected, before the Performance Period Fiscal is released.

OTHER REMARKS:

See attached "Requirements for Approval of Construction"

BY: 
TNR Construction Inspector – John Anglin



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
P.O. Box 1748
Austin, Texas 78767
tel 512-854-9383
fax 512-854-4649

CONSTRUCTION ACCEPTANCE – CONDITIONAL

DATE: 3-01-08

TO: Developer:
Mr. Alan Topper, President
Cypress Ranch, Ltd. by
Cypress Ranch Development, Inc.
5000 Plaza on the Lake, Suite 170
Austin, TX 78746

Engineer:
Ms. Stephanie M. Stanford, P. E.
C. Faulkner Engineering
907 West 5th Street, Suite 250
Austin, TX 78703
P: 495-9470
F: 495-9473

SUBJECT: West Cypress Hills Phase 1 Section 2

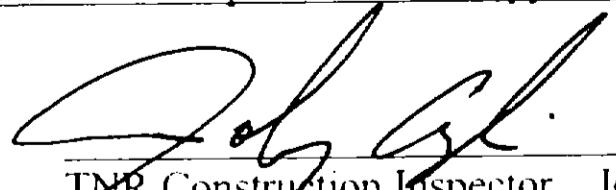
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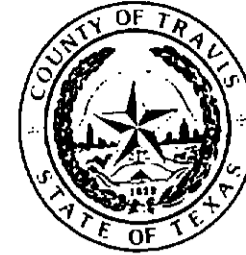
The Owner must maintain the streets in the development until the satisfactory completion of the Performance Period. The Developer is required to maintain fiscal posting of 10% of the actual street and drainage cost, plus 100% of the un-constructed residential sidewalks, until all streets and/or drainage construction are accepted for maintenance by Travis County and the Performance Period has been completed. Sidewalk fiscal will be reduced/released as the sidewalks are deemed complete.

Prior to the end of the Performance Period, Travis County will inspect the streets, drainage, and/or sidewalk construction to determine the deficiencies that need to be corrected, before the Performance Period Fiscal is released.

OTHER REMARKS:

See attached "Requirements for Approval of Construction"

BY: 
TNR Construction Inspector John Anglin



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
P.O. Box 1748
Austin, Texas 78767
tel 512-854-9383
fax 512-854-4649

CONSTRUCTION ACCEPTANCE – CONDITIONAL

DATE: 3-01-08

TO: **Developer:**
Mr. Alan Topper, President
Cypress Ranch, Ltd. by
Cypress Ranch Development, Inc.
5000 Plaza on the Lake, Suite 170
Austin, TX 78746

Engineer:
Ms. Stephanie M. Stanford, P. E.
C. Faulkner Engineering
907 West 5th Street, Suite 250
Austin, TX 78703
P: 495-9470
F: 495-9473

SUBJECT: West Cypress Hills Phase I Section 3A

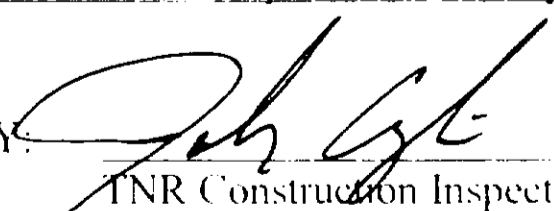
Effective this date streets and/or drainage construction, within this subdivision, appear to be in conformance with the Permitted Construction Documents. This construction is not accepted for maintenance by Travis County, but will enter into a one-year Performance Period, when all of the "Requirements for Approval of Construction" (attached) are provided to Travis County.

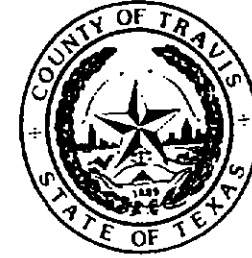
The Owner must maintain the streets in the development until the satisfactory completion of the Performance Period. The Developer is required to maintain fiscal posting of 10% of the actual street and drainage cost, plus 100% of the un-constructed residential sidewalks, until all streets and/or drainage construction are accepted for maintenance by Travis County and the Performance Period has been completed. Sidewalk fiscal will be reduced/released as the sidewalks are deemed complete.

Prior to the end of the Performance Period, Travis County will inspect the streets, drainage, and/or sidewalk construction to determine the deficiencies that need to be corrected, before the Performance Period Fiscal is released.

OTHER REMARKS:

See attached "Requirements for Approval of Construction"

BY: 
TNR Construction Inspector John Anglin



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
P.O. Box 1748
Austin, Texas 78767
tel 512-854-9383
fax 512-854-4649

APPROVAL OF CONSTRUCTION

DATE: August 27, 2008

TO: Developer

Mr. Alan Topper, President
Cypress Ranch, Ltd. by
Cypress Ranch Development, Inc.
5000 Plaza on the Lake, Suite 170
Austin, TX 78746

Engineer

Ms. Stephanie M. Stanford, P. E.
C. Faulkner Engineering
907 West 5th Street, Suite 250
Austin, TX 78703
P: 495-9470
F: 495-9473

SUBJECT: West Cypress Hills Phase 1 Section 1

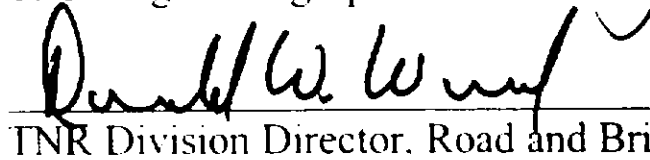
Effective this date, street and drainage construction within this subdivision appear to be in conformance with the Permitted Construction Documents. All Performance Period maintenance punchlist items have been completed and/or corrected. The subdivision will be recommended for Accepted for Dedication in Travis County Commissioners Court. Sidewalk fiscal will be released as the sidewalks are deemed complete.

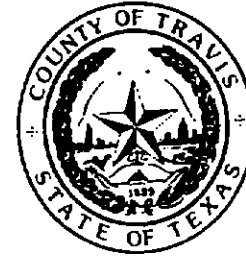
OTHER REMARKS:

None

BY:


TNR Engineering Specialist - Darla Vasterling


TNR Division Director, Road and Bridge - Donald W. Ward



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
P.O. Box 1748
Austin, Texas 78767
tel 512-854-9383
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APPROVAL OF CONSTRUCTION

DATE: August 27, 2008

TO: Developer

Mr. Alan Topper, President
Cypress Ranch, Ltd. by
Cypress Ranch Development, Inc.
5000 Plaza on the Lake, Suite 170
Austin, TX 78746

Engineer

Ms. Stephanie M. Stanford, P. E.
C. Faulkner Engineering
907 West 5th Street, Suite 250
Austin, TX 78703
P: 495-9470
F: 495-9473

SUBJECT: West Cypress Hills Phase 1 Section 2

Effective this date, street and drainage construction within this subdivision appear to be in conformance with the Permitted Construction Documents. All Performance Period maintenance punchlist items have been completed and/or corrected. The subdivision will be recommended for Accepted for Dedication in Travis County Commissioners Court. Sidewalk fiscal will be released as the sidewalks are deemed complete.

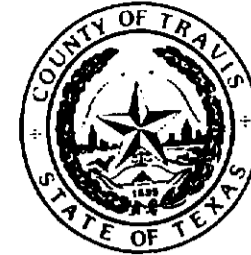
OTHER REMARKS:

None

BY:

TNR Engineering Specialist - Darla Vasterling

TNR Division Director, Road and Bridge - Donald W. Ward



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
P.O. Box 1748
Austin, Texas 78767
tel 512-854-9383
fax 512-854-4649

APPROVAL OF CONSTRUCTION

DATE: August 27, 2008

TO: Developer Engineer

Mr. Alan Topper, President
Cypress Ranch, Ltd. by
Cypress Ranch Development, Inc.
5000 Plaza on the Lake, Suite 170
Austin, TX 78746

Ms. Stephanie M. Stanford, P. E.
C. Faulkner Engineering
907 West 5th Street, Suite 250
Austin, TX 78703
P: 495-9470
F: 495-9473

SUBJECT: West Cypress Hills Phase 1 Section 3A

Effective this date, street and drainage construction within this project appears to be in conformance with the approved Construction Documents. This construction has entered into 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 the 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, plus 100% of the un-constructed residential sidewalks until all of the sidewalks are constructed and have a positive inspection by a Registered Accessibility Specialist.

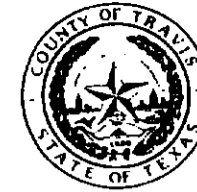
REMARKS:

None

BY:

TNR Engineering Specialist - Darla Vasterling

TNR Division Director, Road and Bridge - Donald W. Ward



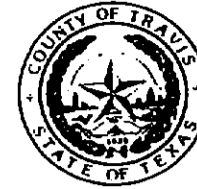
TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESSELMAN, EXECUTIVE MANAGER

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

West Cypress Hills Ph 1 Sec 1
**REQUIREMENTS FOR APPROVAL OF CONSTRUCTION
PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS AND
DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997**

- 4/10/08 1. Professional Engineer's certification of quantities of work completed (Engineer's Concurrence Letter). § 82.401(c)(1)(A) § 82.604(c)(2)
- NA 2. Construction Summary Report, signed by COA inspector. § 82.604(c)(1)
- 4/10/08 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- 4/10/08 4. Reproducible Plans, certified as "Record Drawings", by the Owner's Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303] and accompanying Stop Sign Warrant sheet for each sign.
- NA 5. Performance Period Fiscal for 10% of the actual construction cost of street and drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. Must be posted by owner/developer. § 82.604(c)(4), § 82.301(13)
- NA 6. If applicable, a copy of the Conditional Letter of Map Amendment or Revision from FEMA to begin Performance Period and the completed Letter of Map Revision (LOMR) to accept streets for maintenance. § 82.604(c)(5)
- 4/10/08 7. A letter from a **Registered Accessibility Specialist** approving sidewalk construction, within the subdivision. Plan approval required at time of issuance of Basic Development Permit. Substantial compliance (inspection) required at time of street acceptance for maintenance. § 82.202(q)(2)
- 3/01/08 8. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds and common area sidewalks and traffic control devices shown on the approved traffic control plan). § 82.401(c)(1)(C)
Condt.
- 4/10/08 9. Approval of other agencies - cities, if in their ETJ; Municipal or other Utility Districts.
- OK 10. License Agreement (If there are any private improvements in Public ROW).
Part of the original License Agreement?



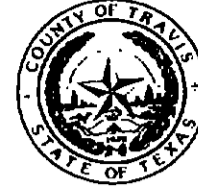
TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

West Cypress Hills Ph 1 Sec 2
REQUIREMENTS FOR APPROVAL OF CONSTRUCTION
PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS AND
DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997

- 4/10/08 1. Professional Engineer's certification of quantities of work completed (Engineer's Concurrence Letter). § 82.401(c)(1)(A) § 82.604(c)(2)
- NA 2. Construction Summary Report, signed by COA inspector. § 82.604(c)(1)
- 4/10/08 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- 4/10/08 4. Reproducible Plans, certified as "Record Drawings", by the Owner's Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303] and accompanying Stop Sign Warrant sheet for each sign.
- NA 5. Performance Period Fiscal for 10% of the actual construction cost of street and drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. Must be posted by owner/developer. § 82.604(c)(4), § 82.301(13)
- NA 6. If applicable, a copy of the Conditional Letter of Map Amendment or Revision from FEMA to begin Performance Period and the completed Letter of Map Revision (LOMR) to accept streets for maintenance. § 82.604(c)(5)
- 4/10/08 7. A letter from a **Registered Accessibility Specialist** approving sidewalk construction, within the subdivision. Plan approval required at time of issuance of Basic Development Permit. Substantial compliance (inspection) required at time of street acceptance for maintenance. § 82.202(q)(2)
- 3/01/08 8. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds and common area sidewalks and traffic control devices shown on the approved traffic control plan). § 82.401(c)(1)(C)
- 4/10/08 9. Approval of other agencies - cities, if in their ETJ; Municipal or other Utility Districts.
- NA 10. License Agreement (If there are any private improvements in Public ROW).



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

West Cypress Hills Ph 1 Sec 3A
REQUIREMENTS FOR APPROVAL OF CONSTRUCTION
PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS AND
DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997

- 4/10/08 1. Professional Engineer's certification of quantities of work completed (Engineer's Concurrence Letter). § 82.401(c)(1)(A) § 82.604(c)(2)
- NA 2. Construction Summary Report, signed by COA inspector. § 82.604(c)(1)
- 4/10/08 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- 11/02/07 4. Reproducible Plans, certified as "Record Drawings", by the Owner's Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303] and accompanying Stop Sign Warrant sheet for each sign.
- have 5. Performance Period Fiscal for 10% of the actual construction cost of street and drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. Must be posted by owner/developer. § 82.604(c)(4), § 82.301(13)
- NA 6. If applicable, a copy of the Conditional Letter of Map Amendment or Revision from FEMA to begin Performance Period and the completed Letter of Map Revision (LOMR) to accept streets for maintenance. § 82.604(c)(5)
- 11/20/07 7. A letter from a **Registered Accessibility Specialist** approving sidewalk construction, within the subdivision. Plan approval required at time of issuance of Basic Development Permit. Substantial compliance (inspection) required at time of street acceptance for maintenance. § 82.202(q)(2)
- 3/01/08 8. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds and common area sidewalks and traffic control devices shown on the approved traffic control plan). § 82.401(c)(1)(C) **Road Maintenance will have to approve const. Before recommending acceptance to Comm. Crt.**
- 4/10/08 9. Approval of other agencies - cities, if in their ETJ; Municipal or other Utility Districts.
- NA 10. License Agreement (If there are any private improvements in Public ROW).



Bryan M. Euwer

Registered Accessibility Specialist #0238

P. O. Box 163812 Austin, Tx. 78716

phone / fax 512.328.7613

TAS inspection report

**RMD & Co., Inc.
1717 W. 6th St., Suite 260
Austin, Texas 78703**

Date:10/3/2007

Attn Chris Fields

**RE: West Cypress Hills Phase One Sections One & Two
Spicewood Springs, Texas**

INSPECTION – APPROVED

Dear Mr. Fields

On September 12th 2007 a sidewalk field inspection of West Cypress Hills Phase One Sections One & Two was performed. The streets included portions of all of the following, Cypress Ranch Boulevard, Texas Bluebell Drive, Rose Grass Lane, Agarito Lane and Wild Foxglove Road.

We are pleased to inform you that the referenced facility has been inspected and found to be in substantial compliance with provisions of the Texas Architectural Barriers Act, Article 9102, Texas Civil Statutes.

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

Questions concerning this matter should be directed to Bryan Euwer at (512) 328-7613.

Respectfully submitted,

bryan euwer



Bryan M. Euwer
Registered Accessibility Specialist #0238
P. O. Box 163812 Austin, Tx. 78716
phone / fax 512.328.7613

TAS inspection report

RMD & Co., Inc.
1717 W. 6th St., Suite 260
Austin, Texas 78703

Date:11/20/2007

Attn Chris Fields

RE: West Cypress Hills Phase One Sections Three -A
Spicewood Springs, Texas

INSPECTION – APPROVED

Dear Mr. Fields

On November 6, 2007 a sidewalk field inspection of West Cypress Hills Phase One Section Three-A was performed. The streets included portions of, or all of the following, Texas Bluebell Drive, Red Yucca Road and Rock Wren Road.

We are pleased to inform you that the referenced facility has been inspected and found to be in substantial compliance with provisions of the Texas Architectural Barriers Act, Article 9102, Texas Civil Statutes.

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

Questions concerning this matter should be directed to Bryan Euwer at (512) 328-7613.

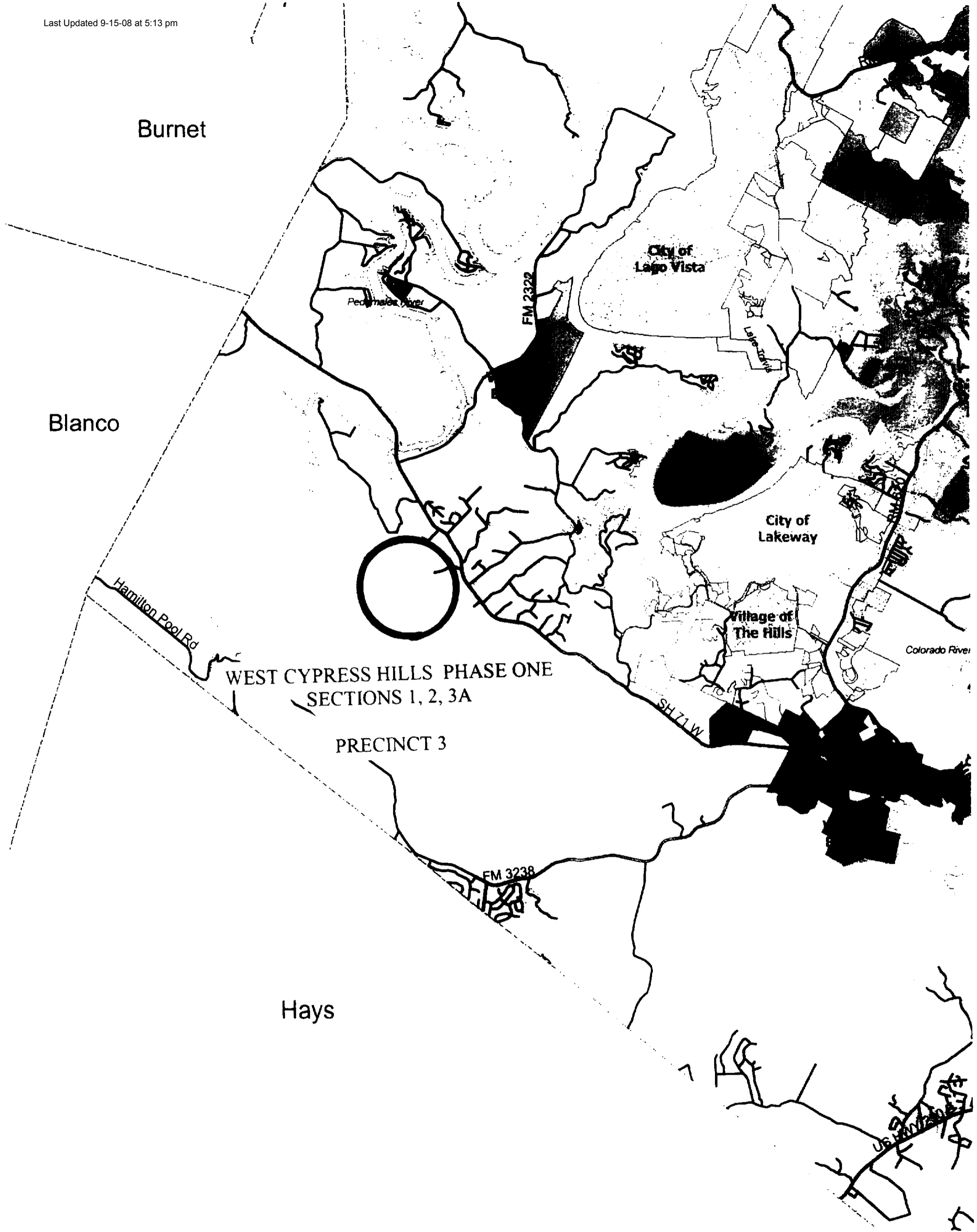
Respectfully submitted,

bryan euwer

Burnet

Blanco

Hays



WEST CYPRESS HILLS PHASE ONE
SECTIONS 1, 2, 3A

PRECINCT 3

City of
Lago Vista

City of
Lakeway

Village of
The Hills

Colorado River

FM 2322

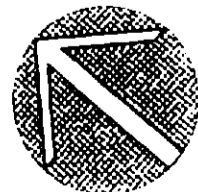
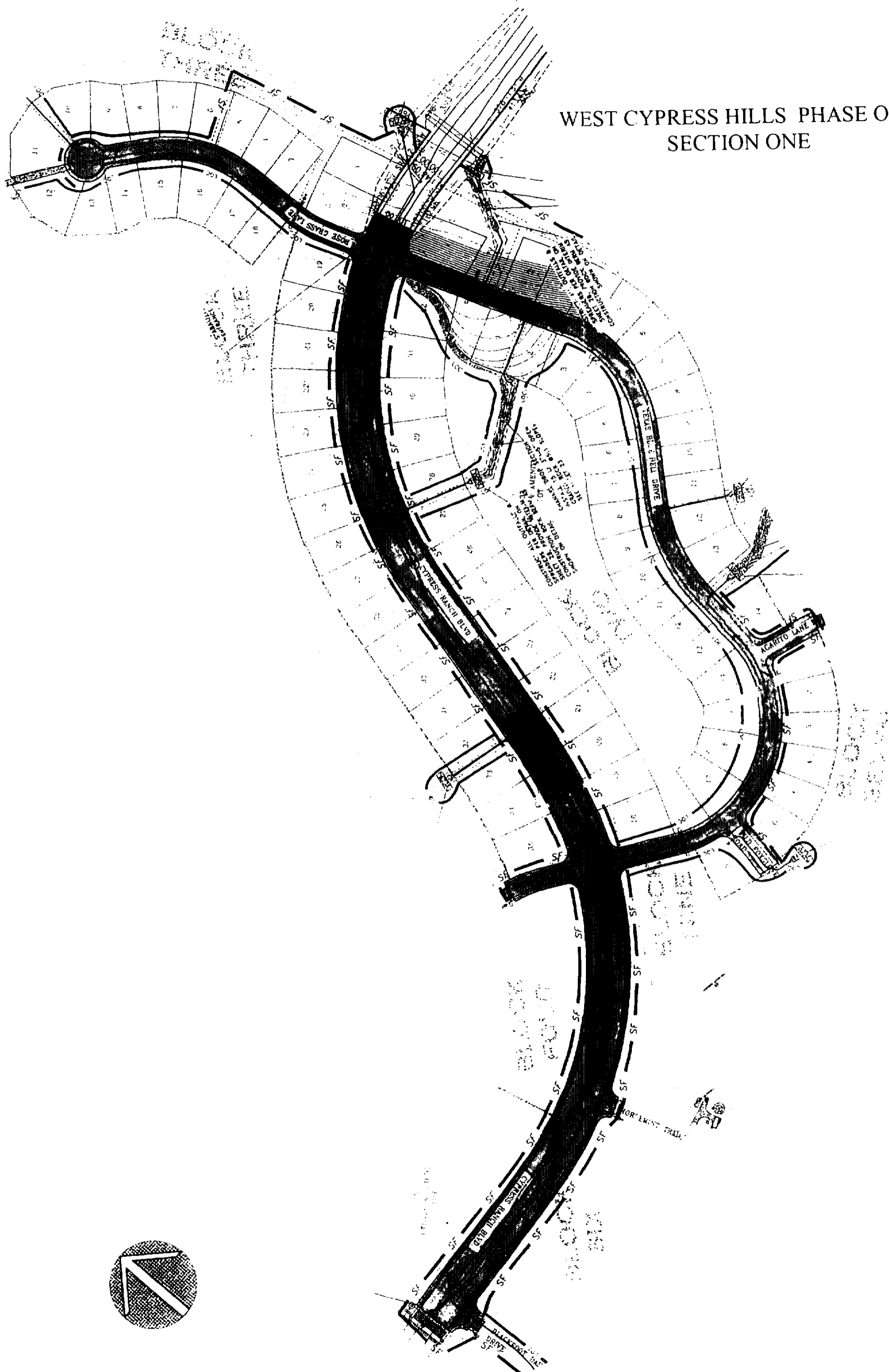
FM 3238

SH 71 W

Hamilton Pool Rd

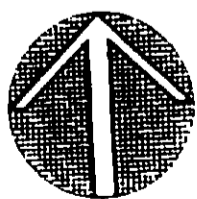
Pedernales River

WEST CYPRESS HILLS PHASE ONE SECTION ONE



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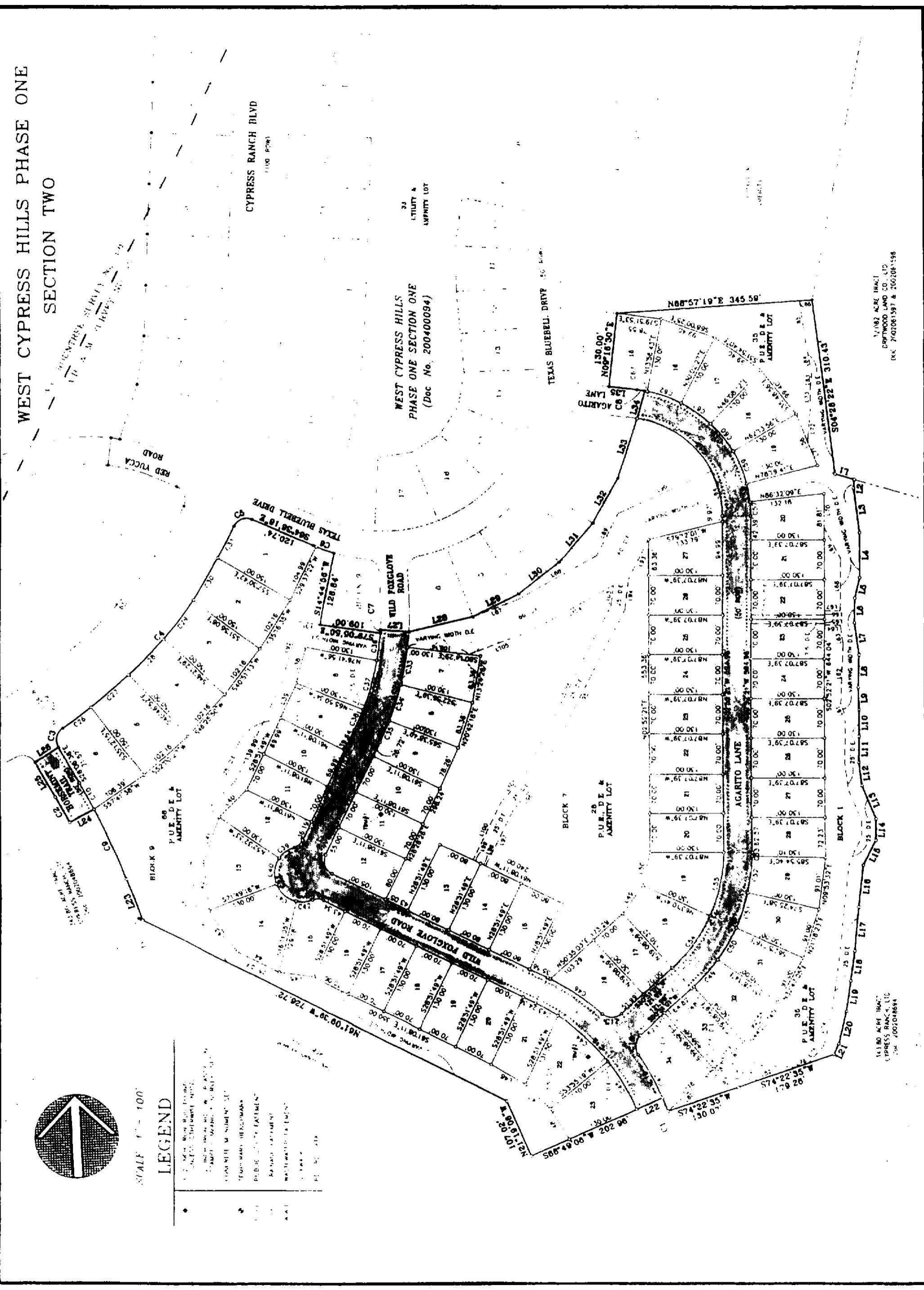
WEST CYPRESS HILLS PHASE ONE SECTION TWO



SCALE 1" = 100'

LEGEND

- 1/2" DASHED LINE WITH DOTS: PROPERTY BOUNDARY
- 1" DASHED LINE WITH DOTS: EXISTING PROPERTY BOUNDARY
- 1" DASHED LINE: EXISTING PROPERTY BOUNDARY
- 1" DASHED LINE WITH DOTS: EXISTING PROPERTY BOUNDARY
- 1" DASHED LINE WITH DOTS: EXISTING PROPERTY BOUNDARY
- 1" DASHED LINE WITH DOTS: EXISTING PROPERTY BOUNDARY
- 1" DASHED LINE WITH DOTS: EXISTING PROPERTY BOUNDARY
- 1" DASHED LINE WITH DOTS: EXISTING PROPERTY BOUNDARY

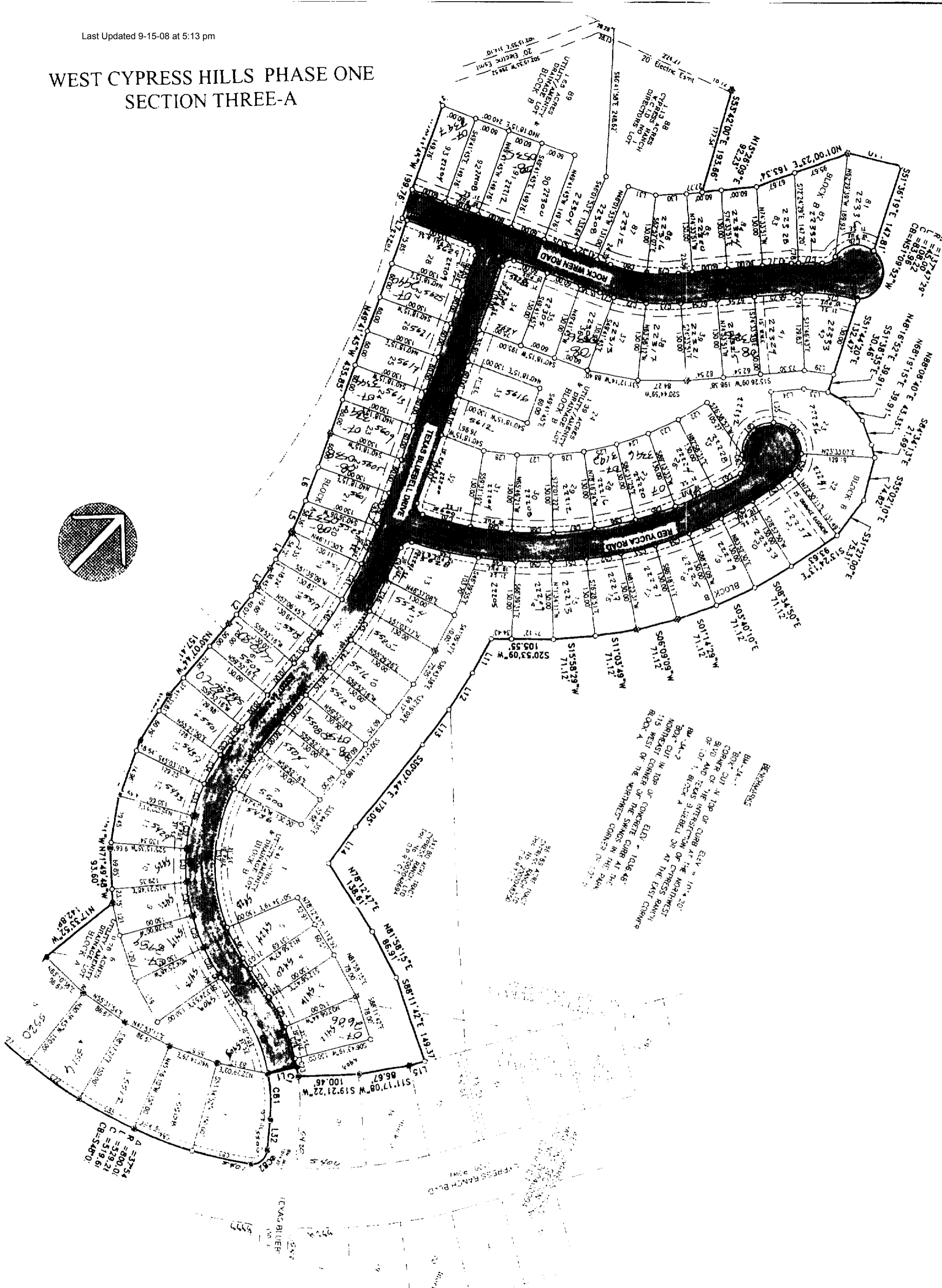


WEST CYPRESS HILLS PHASE ONE SECTION ONE (Doc No. 200400094)

1.182 ACRE TRACT DEPTWOOD LAND CO., LTD. DEC. 7/4/06 1597 & 200206-1598

14.180 ACRE TRACT CYPRESS RANCH, LLC COM. 0002048694

WEST CYPRESS HILLS PHASE ONE SECTION THREE-A



REMARKS
BM-14...
CORNER CUT IN TOP OF CURB AT THE NORTHWEST
CORNER OF THE INTERSECTION OF CYPRESS RANCH
BLVD AND TEXAS BLUMBERG DR AT THE EAST CORNER
OF LOT 1, BLOCK A
ELEV = 1014.30'
CORNER CUT IN TOP OF CONCRETE CURB AT THE
NORTHWEST CORNER OF THE SWING IN THE PLAT
ELEV = 1016.46'
1/15 WEST OF THE NORTHWEST CORNER OF LOT 1,
BLOCK A

A = 375.54
L = 800.01
C = 529.21
CB = 5487.01

A = 1537.4729
L = 1500.22
C = 43.962
CB = 4517.09327

N68°08'40\"/>

S51°36'19\"/>

S51°36'19\"/>

S51°36'19\"/>

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TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for: (fill in date of meeting)

VOTING SESSION: September 16, 2008

**A. REQUEST MADE BY: Commissioner Gerald Daugherty, 854-9333
(Elected/Appointed Official/Executive Mgr/County Attorney)**

B. REQUESTED TEXT:

CONSIDER AND TAKE APPROPRIATE ACTION ON LOT 75,
CARDINAL HILLS ESTATES, UNIT 15, MARAVILLA SUBDIVISION.

Gerald Daugherty
COUNTY JUDGE OR COMMISSIONER

A. Any backup material to be presented to the Court must be submitted with this Agenda Request (Original(s) & 8 copies).

B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. The originating department should send a copy of this Agenda Request and backup to them:

REQUIRED AUTHORIZATIONS: PLEASE CHECK IF APPLICABLE:

- Additional funding for any department or for any purpose**
- Transfer of existing funds within or between any line item budget**
- Grant**

PURCHASING OFFICE (473-9700)

Bid, Purchase Contract, Request for Proposals

COUNTY ATTORNEY'S OFFICE (473-9513)

Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY CLERK'S OFFICE
08 SEP 11 PM 3:52

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 noon for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

Victor Grine & Shirley Anderson
15100 Lariat Trail
Austin, Texas 78734
Tel: (512) 300-0260

September 16, 2008

Transportation and Natural Resources
Travis County Enforcement Group
Attn: Commissioner Gerald Daugherty
411 West 13th Street
P.O. Box 1748
Austin, Texas 78767

We appreciate this opportunity to provide an explanation of the status of our home located at 15100 Lariat Trail, legal description: Lot 75 of Cardinal Hills Estates Unit 15. We would like to emphasize the fact that we do not blame Travis County for all the problems created by Michael Kelly / Primera Homes, the developer / builder of the Maravilla subdivision, however, the county's failures do threaten our health and safety.

We provide here a brief timeline of the problems that have created an untenable situation for our home:

April, 2004: We purchased Lot #75 from Michael Kelly / Primera Homes. We purchased Lot #75 for its size and the privacy it afforded due to its location.

July 1, 2005: Construction was begun on our home at 15100 Lariat Trail and we were informed the house would have to be moved 8' west of its original planned placement. Representatives of Maravilla Homes / Primera Homes explained that a 5' drainage easement had to be added to the east side of our property.

September, 2005: The two lots on the east side of our property were cleared for the installation of a retention pond. We were never told by the builder / developer that the retention pond for the community would be located next to our property.

February 25, 2005: We closed on our home and moved in on March 1, 2005.

December 27, 2005: William and Luisa Barlow and their son moved into the home next to ours on the west side, 15102 Lariat Trail.

May 6, 2006: Less than two inches of rain fell in the Maravilla community in a two hour period. **Our property became submerged in water and our home was surrounded by what looked like a lake. It was obvious at this point that the engineering plan**

submitted to Travis County and approved by Travis County was inadequate. A new flood zone had been created placing our property and lives in danger.

Summer, 2006: We asked Primera Homes, Mike Kelly, and his representatives repeatedly about the flooding and drainage problems that continued to imperil our home. We were promised that an engineering solution had been put together and was to be filed with the county. Michael Kelly, as the developer and home builder, knew for more than three years that he needed to implement the subdivision infrastructure according to the engineering plans set by Aaron Googins in early 2004, and he knew he had to comply with Travis County development requirements. **Further, Travis County knew from various homeowners in the community that their requirements had not been met by the developer. Yet, no action was taken by either the developer or Travis County to rectify a clearly dangerous situation.**

September 20, 2006: Residents of Maravilla received a letter on Maravilla Homes letterhead which addressed the issue of incorrect sized culverts on certain driveways. **This letter assigned blame to Travis County for the mistake.**

October 3, 2006: The culvert in front of our home at 15100 Lariat Trail was scheduled to be replaced and we were notified via letter from Maravilla Homes. **Travis County took no action to force the developer to replace the incorrect sized culvert under our driveway, leaving us exposed to flooding and drainage issues.**

September 20, 2006: Same letter from Maravilla Homes addressed the issue of drainage behind lots 62-75 on Lariat Trail. The letter indicated a plan had been worked out with the Engineer which would be submitted to Travis County ASAP. To date, no plan has been implemented to rectify the excessive amounts of water that end up on our property at the bottom of the hill when there are significant rains. **Travis County took no action to force the developer to comply, once again leaving our home and lives in danger.**

November 9, 2006: We sent a letter to Commissioner Daugherty and County Judge Sam Briscoe which outlined and explained the drainage problems in the Maravilla subdivision and the peril it places on our home. **The letter also outlined the problem with the wrong sized culvert under our driveway and emphasized the fact that Primera Homes and Mike Kelly were placing blame on the County.**

November 14, 2006: Bob Moore, Executive Assistant to Commissioner Daugherty, came to our home at 15100 Lariat Trail to speak with us as well as our neighbors, William and Luisa Barlow, about the problems impacting our homes. Mr. Moore took note of all the problems and promised to return to his office and begin a thorough investigation into what was and was not taking place in the subdivision.

Fall, 2006: It was also at this time that due to investigative work done by William Barlow on the easements along our back property lines, we discovered that there are two 5' easements in the rear of our property, a 5' utility easement and a 5' drainage easement. Our septic system was designed for a 5' easement only, meaning our septic drainage field

is 5' into the public easement in the back of our property. Primera Homes filed for the additional 5' drainage easement on June 2, 2004. They broke ground on our home on July 1, 2004. **Travis County approved the license to operate the OSSF at 15100 Lariat Trail on February 11, 2005. I advised Bob Moore of this development via email on December 4, 2006. Again, Travis County should have never approved our septic system design since it clearly encroached into the public easement.**

December 13, 2006: A letter was submitted to the developer, Primera Homes, from Anna Bowlin who is the Program Manager of Development Services with Travis County Transportation and Natural Resources. In this letter it was indicated that "the construction phase of the developer's project appeared to be stalled with little work being performed towards the completion of the street and drainage improvements, and that Travis County had been advised that the engineer of record (this was Aaron Googins with Googins and Associates) had withdrawn his services for this project effective May 24, 2006." Mrs. Bowlin also indicated in the letter the following: "There also appears to be ancillary problem with drainage being concentrated and conveyed across properties causing potential septic failures and health and safety issues that was not specifically addressed in the original set of plans." **Again, this is evidence that for 7 months nothing had been done by Travis County to enforce their own codes and regulations for the protection of property and health of their constituents.**

January 13, 2007: Rainstorms once again flood our property, creating as much as 8" of water at the foundation of our home. This is documented on a home video. **At this point it had been 8 months since the first flooding on May 6, 2006 and Travis County had still failed to take action to protect our property and well being.**

February, 2007: The septic system at 15102 Lariat Trail, the home next to ours, fails completely due to the tanks being flooded from the subdivision rains.

February 28, 2007: Christine Haas airs a Defenders report about Maravilla which has our property on camera and addresses the flooding and drainage problems in the community. **In the news report, Commissioner Daugherty mentioned that Travis County was satisfied that at least the developer seemed to be "cooperating" with Travis County in this matter. Unfortunately, that was not the case.**

April 4, 2007: William and Luisa Barlow, owners of the home at 15102 Lariat Trail, received a letter from Ronald Tabery, P.E. in reference to the Absorption Area of Existing OSSF Lot 74, Cardinal Hills, Section 15, Job #8987. Mr. Tabery re-affirms what specifications he used to design the OSSF.

Mr. Tabery indicated an absorption area of 2,330 sq. ft, but after figuring in the additional reduction of the easements, he indicates that the absorption area in the front was not used. Mr. Tabery goes on to say, "Absorption area in the 'new' easement along the rear property line may be excised per § 285.91 (x). I strongly recommend against doing that to this already-marginalized system. Drip irrigation systems have burdensome maintenance requirements and also have a history of marginal performance, particularly in Cardinal

Hills. The larger the application area, the better the performance likely to be. I will withdraw my approvals of the installed OSSF if area is diminished. Suitable replacement area that might offset the area by clearing a 10-foot easement may not be available on this small lot. I designed the system in accordance with the regulations in effect at the time. The design and installation were approved by the regulatory authority with jurisdiction (Travis County TNR). It is neither reasonable nor appropriate to make an easement configuration change retroactively and compel an owner to modify his OSSF."

April 23, 2007: A Notice of Violation was mailed from Gwen B. Meighan, Supervisor Planning and Engineering Services from Transportation and Natural Resources regarding the non-compliant septic system at 15102 Lariat Trail in reference to: Designing, Constructing or Operating an On-site Septic within a Drainage Easement. The Violation notice indicates that: "According to 30 TAC § 285.91 Table X, Minimum Required Separation Distance for On-Site Sewage Facilities, the setback distance to an easement is no separation distances. This means that the system may be placed next to the easement line but not within the easement area. It appears that the septic system on this property is physically located within the drainage easement that was constructed on the property. Drainage over and within the septic is a violation of OSSF rules and regulations."

The Violation further states, "A discharge of pollutants into the environment also involves the Texas Health and Safety Code, Chapter 341 and 366 and the Texas Water Code, Chapter 26. Unauthorized discharges are prohibited and can trigger other enforcement mechanisms by which one could be held strictly liable and required to pay fines and penalties."

May 3, 2007: Janet Dunkelberg, R.S. 1839 with Necessary Inc. issued an inspection report and analysis for the OSSF serving 15102 Lariat Trail. Registered Sanitarian Dunkelberg notes in her inspection report that "the disposal field area was seen to be over saturated, to the point that, were she performing a re-sale inspection, her summary would be that the OSSF was not functioning properly. The drainage easement (that the designer was not aware of) is also a problem that would lead her to "fail" the OSSF, and remedies for this home to continue to be occupied are not readily available. **Travis County should have not signed off on the permit for the operation of the OSSF at 15102 Lariat Trail.**

This information confirms that our home is in direct peril due to the discharge of pollutants into the environment by the septic located at 15102 Lariat Trail. Rains only serve to significantly multiply this issue. This is clearly a violation of the Texas Health and Safety Code and the Texas Water Code.

June 22, 2007: We received a letter from Stacy Scheffel, Acting Manager, On-Site Wastewater Program with the Travis County Transportation and Natural Resources. We were informed that our "septic system is in violation of §285.91 Table X setback. The septic system cannot be in the easement." **Travis County signed off on a septic design by Daniel Balboa R.S. that was in violation of its own codes.**

In conclusion regarding issues in the Maravilla subdivision and specific problems with our home located at 15100 Lariat Trail and the home located at 15102 Lariat Trail, please allow me to summarize as follows:

The home located at 15102 Lariat Trail has a septic system which does not and will not pass Travis County code.

William and Luisa Barlow vacated their home at 15102 Lariat Trail in the fall of 2007. The home was foreclosed and sold at auction. The bank that presently owns the home is actively attempting to sell it. They do not have disclosure since the home was purchased as a foreclosure. **Our home continues to be impacted by this property and we're even more impacted when that home is inhabited. As the septic field leaches and we have rains; storm water, gray water, and sewage water pours across the back of our property, creating a health hazard. It's an environmental disaster, especially when one thinks of this water emptying into Lake Austin.**

Our home at 15100 Lariat Trail is in violation of county code due to the septic emitter lines encroaching into the public drainage easement at the back of our property.

The culvert under our driveway is the wrong size and still has to be replaced.

We feel Travis County has failed us as homeowners and taxpayers. The faulty engineering plan, violations of county codes for OSSFs, violations of setbacks, and the incorrect culverts were all initially approved by Travis County TNR. The builder / developer should have been forced into compliance with all Travis County codes. Travis County is guilty of no oversight or inspection until the subdivision was in complete disrepair and the problem was brought forward by residents. This malfeasance jeopardizes our health, home, livelihood, and quality of life.

We appreciate the concern expressed by Commissioner Daugherty and Executive Assistant Bob Moore. We are aware that the Commissioner has worked diligently in the last year to bring some remedy and relief to the subdivision and he's been especially sympathetic to the location of our home and the additional problems it bears.

The Commissioner has worked diligently to call in the developer's bond from The Hartford, and as we understand it, that \$706,000 or a portion of it will become available at some point to try and put new engineering into place that will divert the sheet water from across the back property lines of those who live on Lariat Trail. Perhaps some of that bond money will also be used to deal with the incorrect culverts that were originally installed. Nevertheless, even if the new engineering plans are put into place to rectify the flooding and drainage problems, culverts are replaced, and somehow the septic lines in the back of our property are removed from the public easement, our home will continue to remain in a hazardous situation due to the fact that we are downhill.

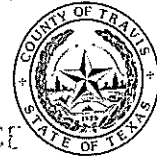
Mike Kelly and Primera Homes filed bankruptcy in March, 2007. Mr. Kelly has also filed personal bankruptcy. We have no avenue for pursuit of Mike Kelly or Primera Homes.

The County has responsibility for the situation in which we find ourselves today. It signed off on permits throughout this subdivision that were clearly in violation of its own regulations and codes. For that reason, we are asking the Court to assist us so we can move on with our lives. Our proposal for making that happen is as follows:

Since our home is in peril and due to the fact that we are living in an environment that's hazardous to our health and well being, and since there is no quick or immediate relief from these conditions, we ask that Travis County purchase our home at its original selling price of \$246,270.89.

Again, we would like to thank Commissioner Daugherty who has closely followed this story for more than a year. In our most recent discussions with him about Maravilla and our home, we appreciate his suggestion that we bring our story before the Commissioner's Court. We appreciate that opportunity.

Sincerely,
Shirley Anderson & Victor Grine
15100 Lariat Trail
Austin, TX 78734



TRANSPORTATION AND NATURAL RESOURCES

RECEIVED
COUNTY JUDGE'S OFFICE

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

08 SEP 15 PM 3:59

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

ADDENDUM item 23

MEMORANDUM

DATE: September 12, 2008
TO: Members of the Commissioners' Court
THROUGH: Joseph P. Gieselman, Executive Manager
FROM: Anna Bowlin, Program Manager, Development Services
SUBJECT: Lot 75, Cardinal Hills Estates Unit 15

Background:

Cardinal Hills Unit 15 is a subdivision in precinct 3 near Lakeway. It was recorded on November 18, 1970 prior to the County's adoption of subdivision regulations. The street and drainage system for this subdivision was not constructed as a part of the plat. In fact none of the streets were built until the Lake Travis School District improved a small portion of Lariat Trail to accommodate their school site at Lariat Trail and RM 620. All other streets remained unimproved.

Although most of the roads had not been constructed, Travis County began issuing septic, development and driveway permits for individual lots in this subdivision in 1985 based on site conditions at the time of application. The County is required to issue these permits if they meet our various regulations and are in recorded subdivisions.

Primera Homes (marketing name Maravilla Homes) began applying for septic, development and driveway permits for the individual lots in the subdivision in January 2004. At the time, Primera owned 85 of the 118 lots in the subdivision.

On May 12, 2004 Primera Homes applied for a development permit in order to construct the remaining streets and drainage system in Cardinal Hills Unit 15. As a part of Primera's construction plans for the street and drainage system, Primera dedicated an additional 5-foot drainage easement adjacent to an existing platted drainage easement on some of the lots to accommodate an underground drainage pipe.

The plans also included culvert sizes for individual driveway approaches for the lots in the subdivision.

Primera also posted \$707,884 of fiscal in the form of a construction and performance bond. The bond had an expiration date of August 26, 2007. TNR issued the permit for the construction plans August 31, 2004, but not before Primera was cited for lack of coordination with County personnel on density testing for water line trenches.

Between October 2004 and March 2005, TNR approves three revisions to the construction plans. Since September 2004, TNR has issued multiple Notice of Violations for various violations in relation to the construction plans, including non-compliant ditch grading, non-compliant driveway construction, individual mail boxes in the clear zone and failure to notify TNR staff of various construction meetings. TNR also issued several punch lists for the construction.

While addressing these violations, TNR was also issuing development, septic and driveway permits for the individual lots based on site conditions at the time of permit.

During this time period, Primera sold off many of its lots in Cardinal Hills Units 15 and 3 to individual investors. These investors obtained construction loans on these lots to pay for their house construction and a portion of the street and drainage construction. Primera also became insolvent during this time and was not timely paying its contractors. Many of these contractors (including the project engineer) began to withhold their services in May 2005. These contractors also place mechanic's lien on the individual lots.

In December of 2006, TNR notified the developer of significant drainage problems on the rear of some of the lots on Lariat Trail including Lot 75. This drainage was not addressed in the construction plans, but TNR asked that the developer hire a new engineer and submit a plan for a fix. The poor drainage was causing several septic systems to fail and inundating yards and potentially homes.

The developer hired a new engineer for the project who worked with TNR staff for a short time to design a fix to the drainage problems on Lariat and to address the punch list for the rest of the subdivision.

But by March 2007, the developer was unresponsive. TNR made contact with the engineer who informed us that he had not been paid and therefore could not work on the project.

On March 13, 2007, TNR again notified the developer of the drainage problem on Lariat and remaining punch list items. After receiving no response, on June 19, 2007 the Court authorized TNR's Executive Manager to negotiate with the bonding company for completion of the Unit 15 construction of streets and drainage based on the approved construction plans. Also in June 2007 the developer Primera Homes filed for bankruptcy and obtained an Automatic Stay of all action against it.

Enforcement of the Fiscal Surety Bond has been sought against Hartford Casualty Insurance Company through the County Attorney's office since August, 2007. Those efforts are ongoing and Hartford is preparing to commence construction work to complete the Streets and Drainage deficits.

On December 18, 2007 the Commissioners' Court authorized the hiring of a consultant to conduct a peer review of the construction plans. Letters of interest were sent to four engineering local firms with the goal of determining if the subdivision's drainage problems were caused by the infrastructure being incomplete, the infrastructure not being built per plan or inadequacies in the approved construction plans.

On February 6, 2008, Hank Smith, a professional engineer from C Falkner Engineering, was retained to conduct the peer review. The conclusions of the peer review were that the drainage problems in the subdivision were caused by the infrastructure not being completed and portions of it (such as some driveway culverts) were not built per the approved construction plans.

Septic Issues: From 2004 to present, Primera Homes was warned several times by TNR On-Site Wastewater staff that the development was too dense and the lots were too small for the size of homes planned for the lots. Although the septic designs met the technical standards of the law, there were no replacement areas for the drain fields. Primera indicated that the development was not economically feasible with a smaller house size or to place one home on two or three lots.

As a result, the majority of the properties utilized a dip irrigation drain field because there was no set-back from easements for this type of system.

In March 2007, TNR discovered that 6 of these homes had septic drain fields that conflicted with the separate instrument drainage easements. The drainage easement has a buried pipe in it and therefore the easement cannot be vacated. This is a violation of County and State Septic regulations. Some of the permits were applied for and issued prior to the easement being recorded and some were not. TNR has issued Notice of Violations (NOV) to the property owners, septic professionals and builders involved in the design of the septic systems.

Driveway Permit and Culvert Sizes: A total of nineteen driveway culverts need to be replaced in Cardinal Hills Unit 15 in order to bring them into compliance with the approved subdivision construction plans. Primera began the process of culvert replacement in January 2007, but the work was not completed. TNR issued permits for seventeen of these culverts based on site conditions at the time of permit as required by Chapter 82.302 (h)(6). Nine of these permits were issued prior to the construction plans being approved. The other seven permits were issued after the plans were approved to Primera Homes (the permittee on the construction plans).

Lot 75 Cardinal Hills Estates Unit 15 Issues: Lot 75 Cardinal Hills Estates Unit 15 has a septic drain field that conflicts with the separate instrument drainage easement needed for the subdivision construction. TNR issued the permit for the septic system on July 28, 2004. The drainage easement was recorded shortly after the septic permit was issued on August 8, 2004. During construction of the system, it was modified from what was originally permitted to include an additional drain field. The area for the additional drain field is in the separate instrument drainage easement.

On February 11, 2005 TNR issued a License to Operate the septic system based on an "as built" drawing submitted by the designer of record. The "as-builts" did not show the drainage easement. TNR believes that the drain field can be relocated outside the drainage easement and still meet the technical requirement of State and County septic regulations.

The property also has a culvert that is undersized according to the subdivision construction plans approved by TNR on August 31, 2004. On July 19, 2004 TNR issued a driveway permit to place a 15' by 21' inch culvert pipe in the ROW for driveway access to the

property. County code Chapter 82.302 (h)(6), requires that culverts are sized based on the existing bar ditch. The subsequently approved subdivision construction plans call for a 36 inch culvert for this lot, but at the time TNR issued the driveway permit the ditch was not large enough for a 36 inch culvert. The driveway culvert is expected to be replaced with a larger culvert during the completion of the street and drainage plans for the subdivision by the Surety Company.

Also, the property is located at the bottom of the drainage area for the subdivision. Sheet flow crosses the lot causing septic failure due to a saturated drain field and infiltration of the tank.

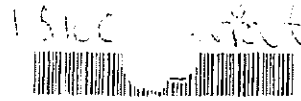
Upon completion of the construction of the street and drainage plans for the subdivision, it is expected that the sheet flow across the lot will be improved.

JPG:ab:ss

Attachments: Lot 75-Drainage Easement
Location map

CC: Stacey Scheffel, TNR
Gary Duncan Martin, County Attorney
John Hille, County Attorney

lot 75



EASE

2004149903

6 PGS

DRAINAGE EASEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THAT, Shirley E. Anderson and Victor Grine of the County of Travis, State of TEXAS, referred to as Grantors, whether one or more, whose mailing address is 15100 LARIAT TRAIL Austin Tx 78734, for or and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, to Grantors in hand the receipt and sufficiency of which is acknowledged, have this day GRANTED, SOLD AND CONVEYED, and by these presents do hereby GRANT, SELL AND CONVEY, unto the Public, its successors and assigns, a Drainage Easement ("Easement") for the construction, operation, maintenance, replacement, upgrade, and repair of drainage system and facility in, under, upon and across the following described land, together with any improvements and fixtures thereon, any and all rights and appurtenances pertaining to the Easement use; to-wit:

All that parcel of land, situated in Travis County, Texas, described in EXHIBIT "A" attached hereto and made a part hereof for all purposes, ("Easement Tract").

TO HAVE AND TO HOLD the same perpetually to the Public and its successors and assigns, together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of construction, operation, maintenance, replacement, upgrade, and repair of drainage system and facility and making connections therewith.

Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted, unto the said Public, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject to the matters set forth herein.

Executed on August 4th, 2004.

SELLER:

Shirley E. Anderson
Name: Shirley E. Anderson

SELLER:

VICTOR GRINE
Name: Victor Grine

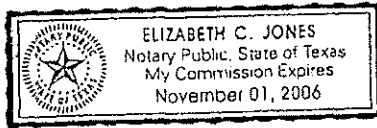
ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF TRAVIS

Before me, the undersigned authority, personally appeared Shirley E. Anderson 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 my hand and seal of office this 4th day of August, 2004.



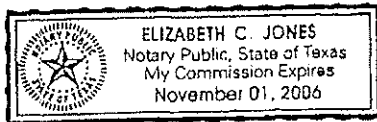
Elizabeth C. Jones
Notary Public, State of Texas

ELIZABETH C. JONES
Notary's Printed or Typed Name

November 1, 2006
Notary's Commission Expires

Before me, the undersigned authority, personally appeared Victor Grine 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 my hand and seal of office this 4th day of August, 2004.



Elizabeth C. Jones
Notary Public, State of Texas

ELIZABETH C. JONES
Notary's Printed or Typed Name

November 1, 2006
Notary's Commission Expires

AFTER RECORDING, RETURN TO:

Aaron C. Googins
3500 Denbar Court
Austin, Texas 78739

EXHIBIT "A"

Cardinal Hills Estates Joint Venture
To
City of Austin
(Drainage Easement)

FIELD NOTES

FIELD NOTES DESCRIPTION OF 725 SQUARE FEET OF LAND OUT OF LOT 75, CARDINAL HILLS ESTATES UNIT 15, A SUBDIVISION OF RECORD IN BOOK 52, PAGE 13 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, THE SAID LOT 75 BEING CONVEYED TO CARDINAL HILLS ESTATES JOINT VENTURE BY DEED OF RECORD IN DOCUMENT NUMBER 2001012866 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. THE SAID 725 SQUARE FEET OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½ inch diameter steel pin found on the southwest right-of-way line of Kevin Lane at the northeast corner of Lot 76 of the said Cardinal Hills Estates Unit 15;

THENCE, S 31°33'53" W, a distance of 265.77 feet to a ½ inch diameter steel pin found at the southeast corner of the said Lot 76, the same being the northeast corner of the said Lot 75;

THENCE, S 76°33'55" W, a distance of 7.07 feet to a point in the interior of the said Lot 75 at an interior corner of an existing ten (10) foot wide drainage easement, dedicated by the plat of the said Cardinal Hills Estates Unit 15, for the **PLACE OF BEGINNING** of the herein described tract;

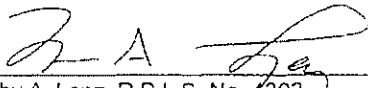
THENCE, S 31°33'53" W, a distance of 144.91 feet along the west line of the said existing ten (10) foot wide drainage easement to a point on the curving north right-of-way line of Lariat Trail and south line of the said Lot 75, from which a ½ inch diameter steel pin set with cap stamped Lenz & Assoc. at the southeast corner of the said Lot 75 bears a chord bearing and distance of S 58°49'06" E, 5.00 feet;

THENCE, with a curve to the right along the north right-of-way line of Lariat Trail and south line of the said Lot 75, having a central angle of 0°03'34", a radius of 4812.62 feet, an arc of 5.00 feet and a chord bearing and distance of N 58°45'32" W, 5.00 feet to a point;

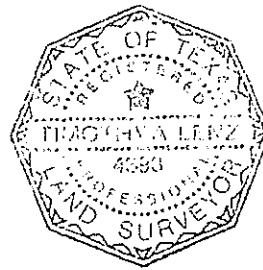
THENCE, N 31°33'53" E, a distance of 144.94 feet along a line five (5) feet west of and parallel to the west line of the said existing ten (10) foot wide drainage easement to a point at the intersection with a south line of the said existing ten (10) foot wide drainage easement;

725 S.F. Drainage Easement
Page 2 of 2

THENCE, S 58°26'02" E, a distance of 5.00 feet along the south line of the said existing ten (10) foot wide drainage easement to the PLACE OF BEGINNING containing 725 square feet of land, more or less.

 6-2-04
Timothy A. Lenz, R.P.L.S. No. 4393

Lenz & Associates, Inc.,
1714 Fort View Road, Suite 101
Austin, Texas 78704
(512) 443-1174



BEARING BASIS

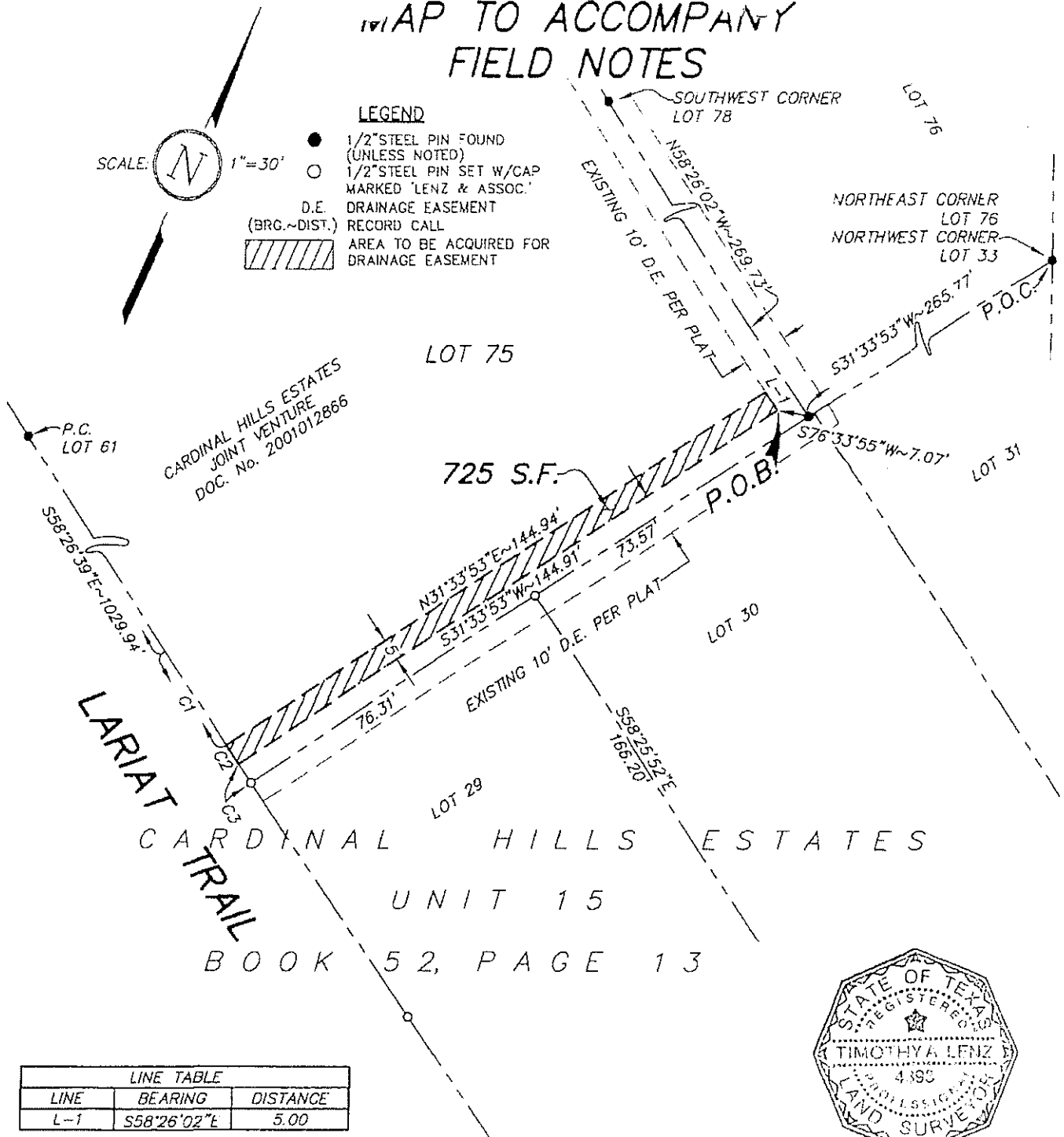
½ inch Steel pin found at the PC of curve Lot 28 on east right-of-way line of Noack Dr. to ½ inch Steel pin found at PC curve Lot 20 on east right-of-way line of Noack Dr. (N 29°59'00" E per plat Bk. 52, Page 13, Travis Co. Plat Records)

TCAD 01-5060-0602
Austin Grid WZ-32

MAP TO ACCOMPANY FIELD NOTES



- LEGEND**
- 1/2" STEEL PIN FOUND (UNLESS NOTED)
 - 1/2" STEEL PIN SET W/CAP MARKED 'LENZ & ASSOC.'
 - D.E. DRAINAGE EASEMENT (BRG.~DIST.)
 - AREA TO BE ACQUIRED FOR DRAINAGE EASEMENT

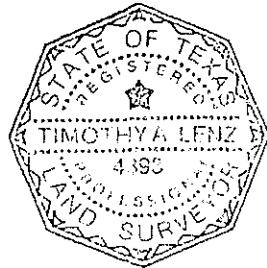


LARIAT TRAIL
 CARDINAL HILLS ESTATES
 UNIT 15
 BOOK 52, PAGE 13

CARDINAL HILLS ESTATES
 JOINT VENTURE
 DOC. No. 2001012866

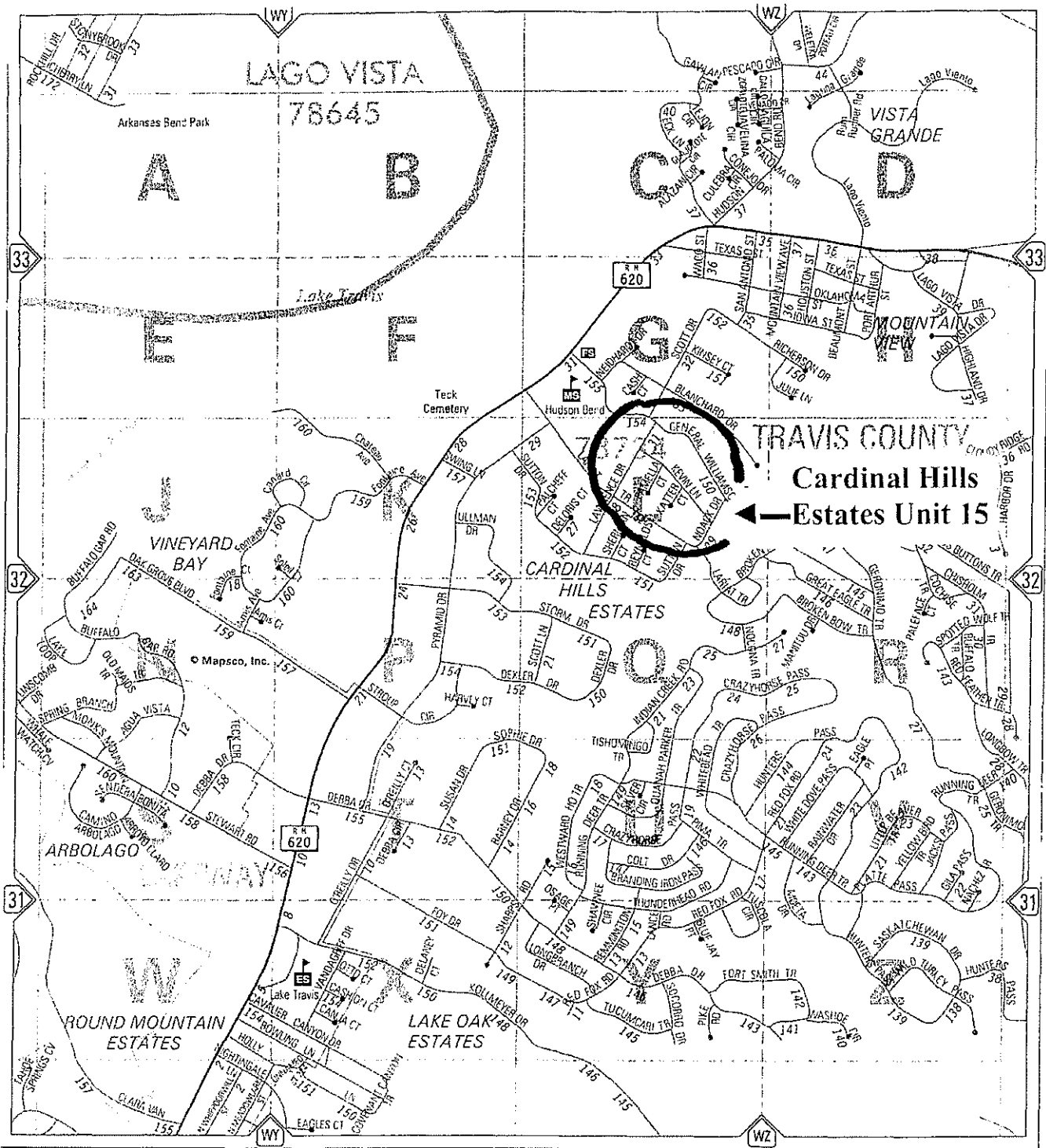
LINE TABLE		
LINE	BEARING	DISTANCE
L-1	S58°26'02"E	5.00

CURVE TABLE						
CURVE	DELTA	RADIUS	TANGENT	ARC	CHORD	BEARING
C1	0°17'59"	4812.62	12.58	25.17	25.17	S58°34'45"E
C2	0°03'34"	4812.62	2.50	5.00	5.00	N58°45'32"W
C3	0°03'34"	4812.62	2.50	5.00	5.00	S58°49'06"E



Timothy A. Lenz
6-2-08

PREPARED BY:
LENZ & ASSOCIATES, INC.
 1714 FORT VIEW ROAD, SUITE 101
 AUSTIN, TEXAS 78704



Location Map

ITEM # 24

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

Whereas, it appears to the Commissioners Court of Travis County, Texas that there are sufficient funds on hand over and above those of immediate need for operating demand,

Now, Therefore, the Commissioners Court hereby orders

- 1.) that the County Treasurer of Travis County, Texas execute the investment of these funds in the total amount of \$13,663,494.79 in legally authorized securities as stipulated in the Travis County Investment Policy for the periods as indicated in Attachment A which consists of 14 pages.
- 2.) that the County Treasurer take and hold in safekeeping these investment instruments, relinquishing same only by order of the Court or for surrender at maturity.

Date: September 16, 2008

COUNTY JUDGE

COMMISSIONER, PRECINCT 1

COMMISSIONER, PRECINCT 2

COMMISSIONER, PRECINCT 3

COMMISSIONER, PRECINCT 4

ATTACHMENT A

TRAVIS COUNTY
 INVESTMENT DEPARTMENT
 SECURITY TRANSACTION FORM

DATE: 09/09/2008

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TexasDAILY	FUND NAME:	OPERATING ACCOUNT
PAR VALUE:	\$ 1,138,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE:	N/A	BOND EQ. YIELD:	2.43%
PRINCIPAL:	\$ 1,138,000.00	PURCHASED THROUGH:	TexasDAILY
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	\$ 1,138,000.00	CUSIP #:	N/A
TRADE DATE:	09/09/2008	SETTLEMENT DATE:	09/09/2008

AUTHORIZED BY:


 CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TexasDAILY

PAR VALUE:\$1,138,000.00

SETTLEMENT DATE:09/09/2008

INTEREST RATE:2.43

FUND#	FUND NAME	AMOUNT INVESTED
-------	-----------	-----------------

899	OPERATING ACCOUNT	\$1,138,000.00
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TOTAL DUE:		\$1,138,000.00
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TRAVIS COUNTY
 INVESTMENT DEPARTMENT
 SECURITY TRANSACTION FORM

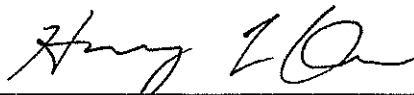
DATE: 09/09/2008

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TEXPOOL	FUND NAME:	INTEREST & SINKING
PAR VALUE:	18,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE:	N/A	BOND EQ. YIELD:	2.3251%
PRINCIPAL:	18,000.00	PURCHASED THRU:	TEXPOOL
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	18,000.00	CUSIP #:	N/A
TRADE DATE:	09/09/2008	SETTLEMENT DATE:	09/09/2008

AUTHORIZED BY:



CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TEXPOOL

PAR VALUE:\$18,000.00

SETTLEMENT DATE:09/09/2008

INTEREST RATE:2.3251

FUND#	FUND NAME	AMOUNT INVESTED
-------	-----------	-----------------

394	CONS.DEBT SERVICE	\$18,000.00
-----	-------------------	-------------

TOTAL DUE:		\$18,000.00
------------	--	-------------

ATTACHMENT A

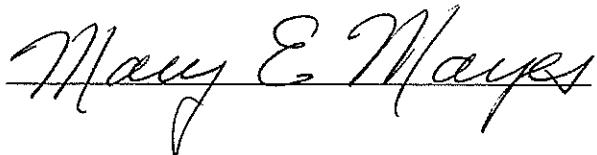
TRAVIS COUNTY
 INVESTMENT DEPARTMENT
 SECURITY TRANSACTION FORM

DATE: 8/21/2008

TIME: 11:45

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	FNMA CALLABLE	FUND NAME:	OPERATING
PAR VALUE:	\$ 10,000,000.00	SAFEKEEPING NO:	386004333
COUPON RATE:	4.50%	PRICE:	100.0000000
MATURITY DATE:	9/9/2013	US TREASURY CONVENTION YLD	4.5000%
PRINCIPAL:	\$ 10,000,000.00	PURCHASED THROUGH:	COASTAL SECURITIES
ACCRUED INT:	\$ 0.00	BROKER:	STEVE ALBERT
TOTAL DUE:	\$ 10,000,000.00	CUSIP #:	31398ATT9
TRADE DATE:	8/21/2008	SETTLEMENT DATE:	9/9/2008

AUTHORIZED BY: 

ATTACHMENT A

DESCRIPTION:	FNMA CALLABLE	BROKER:	COASTAL SECURITIES STEVE ALBERT
PAR VALUE:	\$ 10,000,000.00	CUSIP:	31398ATT9
SETTLEMENT DATE:	9/9/2008	YIELD:	4.5000%
MATURITY DATE:	9/9/2013	COUPON RATE:	4.50%

FUND#	FUND NAME		AMOUNT INVESTED
899	OPERATING	\$	10,000,000.00
TOTAL DUE:		\$	10,000,000.00

ATTACHMENT A

TRAVIS COUNTY
 INVESTMENT DEPARTMENT
 SECURITY TRANSACTION FORM

DATE: 09/10/2008

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TexasDAILY	FUND NAME:	OPERATING ACCOUNT
PAR VALUE:	\$ 624,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE:	N/A	BOND EQ. YIELD:	2.48%
PRINCIPAL:	\$ 624,000.00	PURCHASED THROUGH:	TexasDAILY
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	\$ 624,000.00	CUSIP #:	N/A
TRADE DATE:	09/10/2008	SETTLEMENT DATE:	09/10/2008

AUTHORIZED BY:


 CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TexasDAILY

PAR VALUE:\$624,000.00

SETTLEMENT DATE:09/10/2008

INTEREST RATE:2.48

FUND#	FUND NAME	AMOUNT INVESTED
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899	OPERATING ACCOUNT	\$624,000.00
-----	-------------------	--------------

TOTAL DUE:		\$624,000.00
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ATTACHMENT A

TRAVIS COUNTY
 INVESTMENT DEPARTMENT
 SECURITY TRANSACTION FORM

DATE: 09/10/2008

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TexasDAILY	FUND NAME:	OPERATING ACCOUNT
PAR VALUE:	\$ 281,875.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE:	N/A	BOND EQ. YIELD:	2.48%
PRINCIPAL:	\$ 281,875.00	PURCHASED THROUGH:	TexasDAILY
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	\$ 281,875.00	CUSIP #:	N/A
TRADE DATE:	09/10/2008	SETTLEMENT DATE:	09/10/2008

AUTHORIZED BY:


 CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TexasDAILY

PAR VALUE:\$281,875.00

SETTLEMENT DATE:09/10/2008

INTEREST RATE:2.48

FUND#	FUND NAME	AMOUNT INVESTED
-------	-----------	-----------------

899	OPERATING ACCOUNT	\$281,875.00
-----	-------------------	--------------

TOTAL DUE:		\$281,875.00
------------	--	--------------

ATTACHMENT A

TRAVIS COUNTY
 INVESTMENT DEPARTMENT
 SECURITY TRANSACTION FORM

DATE: 09/11/2008

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TexasDAILY	FUND NAME:	OPERATING ACCOUNT
PAR VALUE:	\$ 1,406,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE:	N/A	BOND EQ. YIELD:	2.41%
PRINCIPAL:	\$ 1,406,000.00	PURCHASED THROUGH:	TexasDAILY
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	\$ 1,406,000.00	CUSIP #:	N/A
TRADE DATE:	09/11/2008	SETTLEMENT DATE:	09/11/2008

AUTHORIZED BY:



CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TexasDAILY

PAR VALUE:\$1,406,000.00

SETTLEMENT DATE:09/11/2008

INTEREST RATE:2.41

FUND#	FUND NAME	AMOUNT INVESTED
-------	-----------	-----------------

899	OPERATING ACCOUNT	\$1,406,000.00
-----	-------------------	----------------

TOTAL DUE:		\$1,406,000.00
------------	--	----------------

ATTACHMENT A

TRAVIS COUNTY
 INVESTMENT DEPARTMENT
 SECURITY TRANSACTION FORM

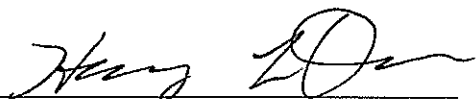
DATE: 09/11/2008

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TexasDAILY	FUND NAME:	OPERATING ACCOUNT
PAR VALUE:	\$ 195,619.79	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE:	N/A	BOND EQ. YIELD:	2.41%
PRINCIPAL:	\$ 195,619.79	PURCHASED THROUGH:	TexasDAILY
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	\$ 195,619.79	CUSIP #:	N/A
TRADE DATE:	09/11/2008	SETTLEMENT DATE:	09/11/2008

AUTHORIZED BY:



CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TexasDAILY

PAR VALUE:\$195,619.79

SETTLEMENT DATE:09/11/2008

INTEREST RATE:2.41

FUND#	FUND NAME	AMOUNT INVESTED
-------	-----------	-----------------

899	OPERATING ACCOUNT	\$195,619.79
-----	-------------------	--------------

TOTAL DUE:		\$195,619.79
------------	--	--------------

TRAVIS COUNTY INVESTMENT REPORT
 PORTFOLIO STATISTICS
 DATE: September 12, 2008

By Fund Type		
Operating	\$ 287,843,036.28	59.14%
Debt Service	15,043,425.65	3.09%
Pooled Bond Fund	183,777,326.25	37.76%
Other	65,992.35	0.01%
Total Portfolio	<u>\$ 486,729,780.53</u>	<u>100.00%</u>
By Security Type		
Operating-		
Government Agencies	\$ 198,453,683.02	68.95%
Government Treasuries	9,942,951.76	3.45%
Certificates of Deposit	2,097.52	0.00%
TexasDAILY	42,664,536.10	14.82%
TexSTAR	3,739,168.73	1.30%
TexPool	33,040,599.15	11.48%
Total	<u>\$ 287,843,036.28</u>	<u>100.00%</u>
Debt Service-		
Government Agencies	0.00	0.00%
TexSTAR	2,035,819.18	13.53%
TexPool	13,007,606.47	86.47%
Total	<u>\$ 15,043,425.65</u>	<u>100.00%</u>
Pooled Bond Fund-		
Government Agencies	\$ 126,565,212.78	68.87%
Government Treasuries	21,866,167.05	11.90%
TexSTAR	2,588,495.26	1.41%
TexPool	32,757,451.16	17.82%
Total	<u>\$ 183,777,326.25</u>	<u>100.00%</u>
Other-		
Certificates of Deposit	\$ 65,992.35	100.00%
	<u>\$ 65,992.35</u>	<u>100.00%</u>

<u>Summary</u>	<u>Investment</u>	<u>Actual</u>	<u>Guidelines</u>
Combined Portfolio-			
Certificates of Deposit	\$ 68,089.87	0.01%	50.00%
Government Agencies	325,018,895.80	66.78%	75.00%
Government Treasuries	31,809,118.81	6.54%	100.00%
Texas DAILY	42,664,536.10	8.77%	20.00%
TexSTAR	8,363,483.17	1.72%	20.00%
TexPool	78,805,656.78	16.19%	60.00%
Total	<u>\$ 486,729,780.53</u>	<u>100.00%</u>	

WS# 25
VS# 25

TRAVIS COUNTY COMMISSIONER COURT
AGENDA REQUEST

Please consider the following item for: Voting Session September 16, 2008.

- I. A. Request made by County Auditor's Office, telephone number 854-9125.
- B. Requested text: Revenue and expenditure reports for the month of August 2008.
- C. Approved by: _____
Signature of Commissioner or Judge.

- II. A. Copies reports delivered to Commissioners on September 11, 2008.
- B. Have the agencies affected by this request been invited to attend the work session?
Yes _____ No X Please list those contacted and their phone numbers :

III. PERSONNEL:

_____ A change in your department personnel. (Reclassifications, etc.)

IV. BUDGET REQUESTS:

If your request involves any of the following, please check appropriately:

- _____ Additional funding for your department.
- _____ Transfer of funds within your department budget.
- _____ A change in your department's personnel.

The County Human Resource Management Department, and / or the Planning and Budget Office must be notified prior to the submission of this agenda request.

AGENDA REQUEST DEADLINES

All agenda requests and supporting materials must be submitted to the County Judge's Office in writing by 5 p.m. on Tuesdays for the following week's meeting.

08 SEP 11 2008
RECEIVED
COUNTY JUDGE'S OFFICE

26 ✓

Travis County Commissioners Court Agenda Request

Please consider the following item for: **Tuesday, September 16, 2008**

Discuss and take appropriate action on proposed assignments for the Special Assistant to the Commissioners Court

I. A. Request made by: Christian Smith Phone 854-9465

C. Approved by: _____
Signature of Commissioner or County Judge

II. A. All backup material needs to be attached to the Agenda and submitted with this Agenda Request (Original and eight copies).

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request and send a copy of this Agenda Request and backup to them:

III. BUDGET OR PERSONNEL REQUESTS. Please check if applicable:

- _____ Additional funding for any department or for any purpose
- _____ Transfer of existing funds within or between any budget
- _____ A change in your department's personnel (reclassifications, etc.)

Please coordinate through the County Planning and Budget Office (473-9106) or the Human Resources Department BEFORE submitting any agenda item that involves any budget or personnel issue.

AGENDA REQUEST DEADLINES

All Agenda Requests and supporting materials MUST be submitted to the County Judge's Office in writing by 5:00 PM on Monday for the next week's meeting. Agenda Requests missing this deadline will be considered for the next subsequent Commissioners Court meeting, as will Agenda Items without appropriate back-up material, including a signed budget transfer form.



Special Assistant to the Commissioners Court

314 W. 11th Street
P.O. Box 1748
Austin, Texas 78767

September 8, 2008

To: Members of the Commissioners Court

Re: Proposed Assignments for the Special Assistant to the Commissioners Court

Enclosed is a set of proposed assignments next year for the Special Assistant to the Commissioners Court. This half-time position is in the FY 09 budget through May 30, 2009.

I have consulted with the Executive Managers and discussed my assignments with the County Judge. I have also reviewed the list of possible assignments that was shared with you during the Court discussion in October 2007 when we discussed my stepping away from the Executive Manager role. These conversations have resulted in the enclosed one page document entitled "Proposed Assignments for the Special Assistant to the Commissioners Court". I have asked that these assignments be approved at your September 16 meeting, and am copying the Executive Managers so they have visibility on this matter.

Please do not hesitate to let me know if there are any questions or concerns.

A handwritten signature in black ink, appearing to read "Christian R. Smith". The signature is fluid and cursive, with a large initial "C" and "S".

Christian R. Smith
Special Assistant to the Commissioners court

CC: Rodney Rhoades
Joe Gieselmann

Alicia Perez
Roger Jefferies

Sherry Fleming
Danny Hobby

Proposed Assignments for the Special Assistant to the Commissioners Court

- **Support/Coordination of Downtown Master Planning and Civil Courthouse project (specific role to be determined)**
- **Staff support for Executive Manager Business Planning Effort - “This is what is important to us and how to get there” (coordinated by Rodney Rhoades)**
- **Participation and Involvement on “Efficiency Committee”**
- **Support/Coordination of existing and future economic development projects (Samsung, Domain, Waller Creek and any future economic development proposals)**
- **Review and modification of Financial and Budgeting Guidelines (to include policy guidance on criteria for handling requests from external agencies)**
- **Strategic and analytic support for process improvements and efficiencies as requested along with budget reduction strategies for FY 10**
- **Assistance to Executive Managers as requested (examples include business planning for Starflight or Medical Examiner, Criminal Justice Planning “Report Card” on critical performance measures, or succession planning strategies as needed)**

September 8, 2008

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

RECEIVED
COUNTY JUDGES OFFICE

Voting Session: September 16, 2008
(Date)

Work Session 08 SEP 9 PM 3:13
(Date)

STACY E. WILSON, ASST. COUNTY ATTY 854-6654

I. A. Request made by: PATRICIA A. YOUNG BROWN Phone #: 978-8155
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text: CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:

1. TRAVIS COUNTY HEALTHCARE DISTRICT'S 2008 TAX RATE;
AND
2. TRAVIS COUNTY HEALTHCARE DISTRICT'S FISCAL YEAR 2009 BUDGET.

C. Approved by: _____
Signature of Commissioner or Judge

II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).

B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

Rodney Rhoades, PBO Executive Manager, 854-9106
Sherri Fleming, HHSD Executive Manager, 854-4100
Susan Spataro, County Auditor, 854-9125

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)
 Additional funding for any department or for any purpose
 Transfer of existing funds within or between any line item
 Grant

Human Resources Department (854-9165)
 Change in your department's personnel (reorganization, restructuring etc.)

Purchasing Office (854-9700)
 Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)
 Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 3:00pm on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

DAVID A. ESCAMILLA
COUNTY ATTORNEY

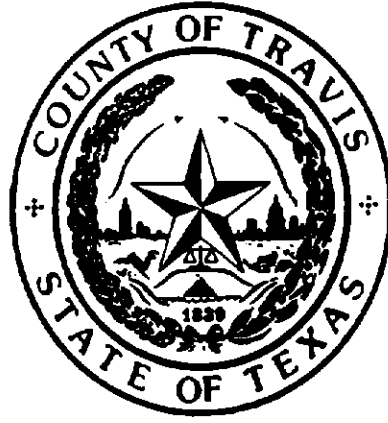
RANDY T. LEAVITT
FIRST ASSISTANT

JAMES W. COLLINS
EXECUTIVE ASSISTANT

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

P. O. BOX 1748
AUSTIN, TEXAS 78767

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



TRANSACTIONS DIVISION

JOHN C. HILLE, JR., DIRECTOR †

BARBARA J. WILSON

MARY ETTA GERHARDT

STACY WILSON

TAMARA ARMSTRONG

JAMES M. CONNOLLY

TENLEY A. ALDREDGE

JULIE JOE

DANIEL BRADFORD

***CHRISTOPHER GILMORE**

SARAH CHURCHILL

† Member of the College
of the State Bar of Texas
*Board Certified

Commercial Real Estate Law
Texas Board of Legal Specialization

September 9, 2008

Commissioner Ron Davis
Travis County Commissioner, Precinct 1
314 W. 11th Street, Suite 510
Austin, Texas 78701

Re: Travis County Healthcare District's Agenda Request
for the Voting Session of the September 16, 2008
Commissioners Court

Dear Commissioner Davis:

At this Commissioners Court Session, the Travis County Healthcare District ("District") is requesting that the Travis County Commissioners Court approve the District's Fiscal Year 2009 budget and the associated tax rate for tax year 2008. Pursuant to Chapter 171 of the Local Government Code, we believe that you should abstain on voting on the budget line items that affect Seton, given your wife's employment with that entity. Consequently, staff has highlighted for you, in peach,

Commissioner Ron Davis
September 9, 2008
Page 2

those line items on which you will need to abstain. The Court will need to take two votes on the District's Fiscal Year 2009 Budget, one on the Seton line items from which you will abstain, and the second on the remaining line items on which you may vote.

If you have any questions regarding this information or this agenda item, please do not hesitate to contact me at 854-6654.

Sincerely,



Stacy E. Wilson
Assistant County Attorney

SEW/mms

cc: Samuel T. Biscoe, County Judge
Commissioner Sarah Eckhardt
Commissioner Gerald Daugherty
Commissioner Margaret Gómez
John Hille, Assistant County Attorney



Fiscal Year 2009 Budget Executive Summary

Who We Are

The Travis County Healthcare District (TCHD) was created by vote of the Travis County electorate in May 2004. Its purpose is the provision of medical and hospital care to medically indigent residents of the District, a responsibility that was previously shared by the County and the City of Austin prior to the District's creation. While Texas law defines "medically indigent" as individuals at or below 21% of the Federal Poverty Level (currently \$4,452 for a family of 4), the District defines its identified population as uninsured or underinsured individuals up to 200% of the FPL (currently \$42,400 for a family of four).

Proposed FY09 Budget

The Travis County Healthcare District has adopted the role of community steward when considering its responsibility to those in need of services and to all Travis County taxpayers. The proposed FY09 TCHD budget was developed to help the District support the most appropriate level of care to our target population so that taxpayer dollars are used in the most effective manner possible. Since its inception the District has contracted with the City of Austin to continue operation of the Community Health Centers (CHCs). In March 2009 the CHCs will transition out of the City into a new non profit organization and there are costs in the FY09 budget associated with that transition.

The District is proposing a FY09 budget of approximately \$95.2 million, including over \$4 million in service expansions to address unmet healthcare needs. The District used a four-pronged approach in developing this budget:

- Use on-going revenue, such as property taxes, federal matching funds, tobacco settlement funds and interest, to fund on-going health care needs;
- Access District reserves for the Community Health Centers transition costs, MAP redesign, mental health initiatives, and unforeseen expenses;
- Advance the integration of the Travis county health care safety net system; and
- Leverage services provided by community partners to maximize service options without duplicating efforts.

Impact on Tax Rate and Payment

The proposed budget is based on a .0679 property tax rate, which is lower than the FY08 tax rate of .0693. The proposed rate would increase the average residence tax payment by \$8.47.



Fiscal Year 2009 Budget Executive Summary

Budget Changes

The proposed budget represents a \$5.5M (6.1%) increase over the 2008 adopted budget. The budgeted expenditures support increased access to primary and specialty care services, increased access to mental health services, costs to transition the CHCs from the City of Austin, and annual cost increases due to inflation.

TCHD is not a direct provider of services. Instead, the District purchases healthcare services from an established system of providers who serve residents of Travis County. The District also contributes to the overall support of trauma center services provided to the community by the University Medical Center at Brackenridge Hospital. In the FY09 budget, funding of \$81.4 million is requested for healthcare services. This funding will also fulfill service expansion commitments that were made during Fiscal Year 2008 which have enhanced the ability of contracted providers to serve additional patients.

Included in healthcare services is an increase in the line item titled Service Expansion Funds of \$4.2M. In addition to previous service commitments, additional funds are budgeted to support the expansion of critical services to help address identified gaps within the community. Service Expansion Funds will target the following community needs in support of the District's strategic objectives:

- Specialty Care (\$.9M)
- Primary Care (\$.6M)
- Additional Service Capacity Expansion (\$2.7M)

Specific Service Expansion projects considered for approval will be reviewed against the District's strategic plan goals as well as for anticipated performance levels and support from other community providers.

Capital Budget (\$21.4M): In order to provide the necessary infrastructure to expand healthcare services, \$18.8 M has been budgeted for land, building and equipment for the District and the CHCs. The remainder of the capital expenditures (\$2.6M) will be used to purchase equipment, software licenses and implementation support for new information systems and technology.



Executive Summary – Public Hearings on the Travis County Healthcare District’s Fiscal Year 2009 Budget and the Associated Tax Rate

First Public Hearing – August 28, 2008

During the first public hearing, the following individuals expressed their support for the District’s proposed budget and tax rate and commented on other associated issues:

Jimmy Castro a resident of the Milwood neighborhood, stated that he supports the District’s proposed 2009 budget and tax rate, as well as the proposed North Central Community Health Center. He described the impact that the proposed 2009 budget and tax rate will have on the individuals and communities in the Travis County area.

Mark Clayton, Senior Vice President of Strategic Planning and Development of St. David’s Healthcare, expressed his support of the District’s proposed 2009 budget and tax rate. He explained that the 2009 budget and tax rate will be an investment in the health of citizens because they permit the District to focus on expanding primary and specialty care and mental health services.

Frances McIntyre, President of the League of Women Voters of the Austin area, offered support for the District’s proposed 2009 budget and tax rate. She stated that the 2009 proposed budget and tax rate will address access to mental health care and expand services.

Carl Angel, President of the Board of Directors of El Buen Samaritano, expressed his support of the District’s proposed 2009 budget and tax rate. He explained that the District’s payments to El Buen Samaritano has helped improve efficiency, expand hours of care, and expand the scope of services to the many families in need of care.

Mindy Gomillion, representing the Reach Out and Read Program, expressed her support of the District’s proposed 2009 budget and tax rate. She also expressed support for the proposed location for the new North Central Community Health Center, which, in her opinion, will provide a significant opportunity to the families in the area.

Ashton Cumberbatch, Vice President of the Seton Family of Hospitals/Advocacy & Community Relations, offered his support for the proposed budget and tax rate. He acknowledged that the District contributed to the expansion of Seton’s trauma services, mental health services, and collaborative efforts to expand the safety net.



Angela Baker, a resident who lives near the proposed location of the new North Central Community Health Center, provided her support for the proposed 2009 budget and tax rate and the North Central Community Health Center. She looks forward to having a clinic in her neighborhood and feels that it will be a great asset to the area. As a Medicare beneficiary, she has experienced problems with access to healthcare, which she feels will be remedied by a clinic in her neighborhood.

Second Public Hearing – September 4, 2008

During this public hearing, the following individuals spoke:

Janet Fulk, a North Park Estates resident, expressed her objections to the proposed location of the North Central Community Healthcare Clinic and asked that the District not fund that project. She does not believe that the clinic is compatible with the neighborhood.

Walt Esquivel, a North Park Estates resident, expressed his opposition to the location of the North Central Community Healthcare Clinic and asked that the District not fund the project.

Francoise Luca, a Gracywood neighborhood resident, provided her support for the vision and mission of the District, but opposed the proposed location of the North Central Community Healthcare Clinic. She feels the clinic is inconveniently placed for the patients that the clinic will serve.

Jeanne Shalb, a Gracywood neighborhood resident, expressed her opposition to the proposed location of the North Central Community Healthcare Clinic. She feels the clinic will care for individuals outside of Travis County.

Robin McMillion, a North Park Estates resident, provided her opposition to the proposed location of the North Central Community Healthcare Clinic. She believes that the location of the clinic should be more thoroughly investigated and that the District should enlist feedback from the neighborhood association.

Susan Traynor, a North Park Estates resident, stated that she was opposed to the proposed budget and tax rate due to the proposed location North Central Community Healthcare Clinic. She believes that the clinic will decrease her property value.

Jennifer Gale, a Travis County constituent, expressed her opposition to the proposed budget and tax rate. She is of the opinion that everyone should be able to access to



the clinics and that the clinics should not be available to a specific group such as the "the indigent."

Charlton Harrison, a North Park Estates resident, expressed his opposition to the proposed location of the North Central Community Healthcare Clinic. He believes that the demographics are not properly aligned with the proposed location of the clinic.

Charles Thornton, a Walnut Creek resident, expressed his support for the proposed budget and tax rate, as he believes that the expansion of care reduces the number of individuals accessing care through the emergency room. He also acknowledged that the location of the clinic will not be a detriment to the property value of the surrounding neighborhoods.

Dave Siegel, a Walnut Creek resident, provided his support for the proposed budget and tax rate based on his belief that healthier individuals are essential to the Travis County community.

Ann Kitchen, Integrated Care Collaboration Executive Director, provided her support for the proposed budget and tax rate. She emphasized the importance of increased access to primary and specialty care and mental health care.

AN ORDER OF THE TRAVIS COUNTY COMMISSIONERS COURT RELATED TO
THE TRAVIS COUNTY HEALTHCARE DISTRICT
MAKING TAX LEVIES FOR THE TAX YEAR BEGINNING JANUARY 1, 2008

DATE: September 16, 2008

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

It is necessary to levy the following ad valorem taxes on each \$100 valuation of all taxable property in Travis County for the Travis County Healthcare District for the tax year beginning January 1, 2008, which will be due no later than January 31, 2009:

MAINTENANCE AND OPERATIONS

\$.0679 Total Maintenance and Operations Tax

DEBT SERVICE:

\$.0000 Total Debt Service Tax

I. On motion by: _____, and
 seconded by: _____,

the following was adopted by the Commissioners Court on September 16, 2008:

There is hereby levied for the current tax year an ad valorem tax of \$.0679 for each \$100 valuation of all taxable property for general operating purposes.

Voting in favor of the motion:

Samuel T. Biscoe, County Judge

Ron Davis
Commissioner, Precinct 1

Sarah Eckhardt
Commissioner, Precinct 2

Gerald Daugherty
Commissioner, Precinct 3

Margaret Gómez
Commissioner, Precinct 4

II. The following was adopted by the Commissioners Court for the Travis County Healthcare District on September 16, 2008:

On motion by: _____, and

seconded by: _____,

the only component of the Travis County Healthcare District tax rate for the tax year beginning January 1, 2008, having been approved herein, there is hereby levied for that tax year a total Travis County Healthcare District ad valorem tax of \$.0679 for each \$100 valuation of all taxable property.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$3.80.

Voting in favor of the motion:

Samuel T. Biscoe, County Judge

Ron Davis
Commissioner, Precinct 1

Sarah Eckhardt
Commissioner, Precinct 2

Gerald Daugherty
Commissioner, Precinct 3

Margaret Gómez
Commissioner, Precinct 4

ORDER OF THE TRAVIS COUNTY COMMISSIONERS COURT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

At a regular meeting of the Travis County Commissioners Court held on September 16, 2008,
on motion made by: _____, and
seconded by: _____,

the following Order related to the budget of the Travis County Healthcare District was adopted:

WHEREAS, the Commissioners Court has by Order dated September 16, 2008, set the tax rate and levied taxes based on the tax requirements identified in Travis County Healthcare District's budget for the fiscal year beginning October 1, 2008; and

WHEREAS, in accordance with the Revised Statutes of the State of Texas, a budget has been prepared to cover all proposed expenditures of the Travis County Healthcare District for the period beginning October 1, 2008 and ending September 30, 2009, which is attached to this order as Attachment A; and

WHEREAS, after careful consideration of the budget, it appears to the Commissioners Court that this budget is in the best interests of the Travis County Healthcare District for the period for which appropriations are made and that it should be adopted and approved;

THEREFORE, the Travis County Commissioners Court orders that the budget for the Travis County Healthcare District for the period beginning October 1, 2008 and ending September 30, 2009, as stated in Attachment A, is hereby finally approved and adopted for that period. The Travis County Commissioners Court orders that the Travis County Healthcare District Board of Managers may amend the Disproportionate Share Program line items 71.00 through 71.30 and the associated revenue line items and the Tobacco Settlement line items 72.00 through 72.30 and the associated revenue line items if the Board of Managers determines that such amendments are necessary to receive funding available under the Medicaid Disproportionate Share Hospital program and/or the Medicaid Upper Payment Limit Program or from the Tobacco Settlement, as applicable, and to reflect the appropriate pass-through of funds received. Except as herein provided, no expenditures of the funds of Travis County Healthcare District shall be made for that period except in strict compliance with this budget unless it is amended according to the laws of the State of Texas.

DONE IN OPEN MEETING on September 16, 2008.

Samuel T. Biscoe, County Judge

Ron Davis
Commissioner, Precinct 1

Sarah Eckhardt
Commissioner, Precinct 2

Gerald Daugherty
Commissioner, Precinct 3

Margaret Gómez
Commissioner, Precinct 4

ATTACHMENT A

TRAVIS COUNTY HEALTHCARE DISTRICT FISCAL YEAR 2009 BUDGET

**Travis County Healthcare District
 FY 2008 Budget and FY 2009
 Proposed Budget
 Revenue and Expense Summary**

DESCRIPTION	FY 2008 BUDGET	FY 2009 PROPOSED BUDGET	Difference
TAX RATE	0.0693	0.0679	
REVENUE		6%	
Property Taxes	58,452,387	63,597,727	5,145,340
Seton Lease-Base	1,096,656	1,096,656	-
Seton Lease-Additional based on DSH/UPL	18,754,886	17,488,953	(1,265,933)
Interest	3,492,055	2,463,415	(1,028,640)
Tobacco Litigation Settlement	2,500,000	2,970,000	470,000
University of Texas Medical Branch Contract	58,740	58,740	-
Transfers In	-	-	-
Tranfers In - from reserves	5,355,423	7,513,315	2,157,892
Total Revenue	89,710,147	95,188,806	5,478,659
EXPENSE			
Personnel Expenses	1,804,840	5,038,163	3,233,323
Operating Expenses	4,097,589	7,915,469	3,817,880
Tax Collection	715,929	753,471	37,542
Health Care Delivery	83,091,789	81,481,703	(1,610,086)
Contribution to Reserves	-		
Net Income applied to Reserves			
Total Expenses	89,710,147	95,188,806	5,478,659
RESERVES			
Capital	6,662,095	-	(6,662,095)
Allocated Reserve	3,540,982	23,099,809	19,558,827
Unallocated Reserve	43,000,000	47,000,000	4,000,000
Total Reserves	53,203,077	70,099,809	16,896,732
CAPITAL BUDGET			
Land	-	2,061,673	2,061,673
Building	-	16,750,000	16,750,000
Equipment & Information Systems	900,000	2,637,760	1,737,760
Total Capital	900,000	21,449,433	20,549,433

**Travis County Healthcare District
FY 2008 Budget and FY 2009 Proposed Budget
Expense**

ACCOUNT	DESCRIPTION	FY 2008 BUDGET		FY 2009 PROPOSED BUDGET	
05.01	Salaries - Regular Salaries-Appointed Official	204,115		-	
07.01	Salaries - Regular Salaries-Perm EE	950,664		3,861,840	
07.01	Convert sick leave to PTO				
07.91	Salaries - Salary Savings	-			
08.01	Salaries - Temp Employees			-	
08.01	Salaries - Transition Support	219,365		-	
20.02	Benefits - FICA Tax-OASDI	74,457		295,530	
20.03	Benefits - Hospitalization	109,297		301,224	
20.04	Benefits - Life Insurance	1,336		1,500	
20.05	Benefits - Retirement Contribution 401a	135,779		278,053	
20.05	Benefits - Def Comp 457			23,171	
20.06	Benefits - Worker's Compensation	7,364		23,171	
20.07	Benefits - FICA Tax-Medicare	19,606		-	
20.08	Benefits - Dental	2,652		11,586	
20.09	Benefits - LTD	9,385		34,757	
20.10	Benefits - Other	2,843		11,586	
20.10	Benefits - Child Care			4,800	
20.10	Benefits - Wellness			15,750	
25.00	PTO			162,195	
27.10	Benefits-Unemployment			13,000	
	Allowance for merit/market adjustments	67,977			
07.20	Personnel allocated from Travis County	-		-	
	Total Personnel Expenses	1,804,840	2.01%	5,038,163	5.29%
	Operating Expenses				
05.20	Salaries - Administrator's Car Allowance	5,000		5,000	
6.51	General Maintenance			22,504	
30.01	Supplies - Supplies, Equip & Furniture	30,000		89,039	
30.02	Supplies - Software	4,000		24,134	
30.03	Supplies-Hardware			-	
30.04	Supplies-Computer Hardware			51,170	
30.05	Supplies-Minor tools, office furniture			28,873	
30.13	Supplies - Educ/Comm Equip & Supp	1,000			
30.16	Supplies - Meetings & Refreshments	3,000		1,398	
40.05	Professional Svc - Auditing	29,000		36,750	
40.06	Professional Svc - Accounting	4,000		37,030	
40.07	Professional Svc - Consulting	223,000		646,284	
40.07	Professional Svc - Consulting - Transition	670,000		-	
40.08	Professional Svc - Data - IT Support			1,851,195	
40.09	Bank Fees			3,300	
40.12	Professional Svc - Legal	260,313		763,880	
40.12	Professional Svc - Legal - Transition	200,000		-	
40.99	Professional Svc - Other Professional Services	25,000		90,054	
41.02	Communication - Postage/Freight	2,000		17,162	
41.05	Communications - Signs	5,000		11,500	
41.06	Cellular Phone	900		2,043	
42.02	Routine Travel - Auto Mileage-Employees	500		6,288	
42.06	Contracted Transportation	1,200		55,120	
42.07	Routine Travel - Travel, Meals & Lodging	6,000			
42.09	Business Meetings & Meals	3,600		4,000	
44.01	Insurance - General Insurance Premium	22,600		17,160	
48.02	Public Utility Svcs - Telephone Lines	15,000		18,523	
48.03	Telephone- long distance			6,000	
48.04	Water			12,000	
48.05	Waste Disposal			18,000	
48.06	Gas			2,387	
60.08	OPS-Contracted Employees	262,500		51,000	
60.22	OPS - Notary Fees	125			
60.23	Purchased Postage (communications)	86,500		-	
60.27	Printing			131,602	
60.28	Purchased Printing (communications)	26,500		-	
60.29	OPS - Advertising/Public Notice	20,000			
60.29	Advertising (includes \$25,000 public notice)			103,000	

**Travis County Healthcare District
FY 2008 Budget and FY 2009 Proposed Budget
Expense**

ACCOUNT	DESCRIPTION	FY 2008 BUDGET		FY 2009 PROPOSED BUDGET	
60.37	OPS-Retirement fees	12,000		11,964	
60.40	OPS - Reimbursed Services - Travis County	61,106		63,755	
60.50	OPS-CAN	25,000		20,000	
60.50	Custodial			48,109	
60.52	Security			35,980	
60.53	Records storage			15,701	
60.60	OPS-Computer Support (Not COA)	5,500		-	
60.99	OPS - Other [includes computer suppor-COA]	33,151		-	
61.03	Rent - Office Equipment	5,707		44,392	
61.04	Rents & Leases (property)			57,878	
64.05	Employee Training - Employee Relocation Exp	5,000		5,000	
65.01	Prof Dev - Subscriptions & Publications	5,000		15,583	
65.02	Prof Dev-Professional Memberships	1,200		8,026	
65.03	Prof Dev-Travel Meals & Lodging			15,617	
65.04	Prof Dev - Training & Seminars	15,000		56,215	
65.05	Prof Dev-Professional Licenses	500		1,705	
75.21	Misc - Legislative Services	130,000		100,000	
75.22	Misc - Employment Recruiting	4,000		6,512	
84.01	Depreciation	1,887,687	2.10%	2,302,636	
98.92	Reserve for property insurance, utilities, infrastructure			1,000,000	
				-	0.00%
	Subtotal Operating Expense	4,097,589	4.57%	7,915,469	8.32%
	Tax Collection				
60.03	OPS - Appraisal District Svcs	332,080	0.37%	369,622	0.39%
60.04	OPS - Tax Collector	383,849	0.43%	383,849	0.40%
	Subtotal Tax Collection Expense	715,929	0.80%	753,471	0.79%
	Health Care Delivery				
61.05	Rental equipment(MAP)			2,917	0.00%
62.74	Cardinal (340b medications)(MAP)			280,679	0.29%
62.75	Mediview (Primary & Specialty network care)			244,844	0.26%
62.76	Transportation(MAP, non emergency & EMS) move from CHC			400,000	0.42%
62.77	Other Medical (MAP)			58,334	0.06%
62.78	Dental Services (MAP)			240,469	0.25%
62.79	ICC Medicaider(MAP)			144,000	0.15%
62.80	Childrens Optimal Health			35,000	0.04%
62.81	Continuity Clinic			429,000	0.45%
62.82	Other Primary Care (El Buen)			163,728	0.17%
62.83	Medicaid Payments (Physician)	6,257,386	6.98%	6,351,246	6.67%
62.84	Medicaid Payments (MAP)	25,789,133	28.75%	21,167,361	22.24%
62.85	OAC-Mediview	707,422	0.79%	601,017	0.63%
62.86	OAC-Specialty Care	86,400	0.10%	20,488	0.02%
62.87	Seton Brack Pharmacy	159,628	0.18%	119,108	0.13%
62.89	Austin Cancer Centers/Orthotics	172,928	0.19%	160,754	0.17%
62.89	Outside Agency Contracts - Seton Urgent Care	-		-	0.00%
62.90	Outside Agency Contracts - City of Austin	27,267,574	30.40%	30,474,514	32.01%
62.90	Outside Agency Contracts -CHCs after Transition				0.00%
62.91	Outside Agency Contracts - Seton Hospital	4,010,891	4.47%	4,067,304	4.27%
62.92	Outside Agency Contracts - UTMB	3,877,048	4.32%	3,900,000	4.10%
62.93	Outside Agency Contracts - People's Comm Clinic	590,990	0.66%	700,000	0.74%
62.94	Outside Agency Contracts - Women's Services	450,000	0.50%	450,000	0.47%
62.95	Outside Agency Contracts - Other (Project Access)	300,000	0.33%	300,000	0.32%
62.96	Outside Agency Contracts - ICC	500,000	0.56%	522,275	0.55%
62.97	Outside Agency Contracts - Walgreens	1,521,498	1.70%	1,224,866	1.29%
62.98	Outside Agency Contracts - Seton MAP			-	0.00%
62.98	Outside Agency Contracts - Seton SSI			-	0.00%
62.99	Outside Agency Contracts - Seton Mental Health	2,339,971	2.61%	5,224,701	5.49%
98.50	Service Expansion Funds	9,060,922	10.10%	4,199,098	4.41%
	Subtotal Healthcare Delivery	83,091,789	92.62%	81,481,703	85.60%

**Travis County Healthcare District
FY 2008 Budget and FY 2009 Proposed Budget
Expense**

ACCOUNT	DESCRIPTION	FY 2008 BUDGET		FY 2009 PROPOSED BUDGET	
	Tobacco Settlement				
72.00	Tobacco Settlement Received-payable to Travis County	543,000	0.61%	594,000	0.62%
72.20	Tobacco Settlement Paid to Travis County	(543,000)		(594,000)	
72.10	Tobacco Settlement Received-payable to Seton	1,625,000	1.81%	1,836,000	1.93%
72.30	Tobacco Settlement Paid to Seton	(1,625,000)		(1,836,000)	
	Subtotal Tobacco Settlement	-	0.00%	-	0.00%
	Disproportionate Share Program				
71.00	Disproportionate Share/Upper Payment Limit IGT sent	35,609,693		45,872,733	
71.20	Disproportionate Share/Upper Payment Limit IGT sent	(35,609,693)		(45,872,733)	
71.10	Disproportionate Share Received payable to Seton	10,858,685		8,901,241	
71.30	Disproportionate Share Paid - Seton	(10,858,685)		(8,901,241)	
	Subtotal	-		-	
	TOTAL EXPENSE	89,710,147	100.00%	95,188,807	100.00%
	Tax Collection Expense	(715,929)		(753,471)	
	TOTAL EXPENSE LESS PASS THROUGH & TAX COLLECTION	88,994,218		94,435,336	
	Reserves				
98.60	Capital	6,662,095		-	
98.91	Allocated Reserve	3,540,982		23,099,809	
98.98	Unallocated Reserve	43,000,000		47,000,000	
	Total Reserves	53,203,077		70,099,809	
	CAPITAL BUDGET				
81.12	Land			2,061,673	
81.04	Building			16,750,000	
80.02	Equipment & Information Systems	900,000		2,637,760	
	Total Capital	900,000		21,449,433	

**Travis County Healthcare District
 FY 2008 Budget and FY 2009
 Proposed Budget
 Revenue and Expense Summary**

DESCRIPTION	FY 2008 BUDGET	FY 2009 PROPOSED BUDGET	Difference
TAX RATE	0.0693	0.0679	
REVENUE		6%	
Property Taxes	58,452,387	63,597,727	5,145,340
Seton Lease-Base	1,096,656	1,096,656	-
Seton Lease-Additional based on DSH/UPL	18,754,886	17,488,953	(1,265,933)
Interest	3,492,055	2,463,415	(1,028,640)
Tobacco Litigation Settlement	2,500,000	2,970,000	470,000
University of Texas Medical Branch Contract	58,740	58,740	-
Transfers In	-	-	-
Tranfers In - from reserves	5,355,423	7,513,315	2,157,892
Total Revenue	89,710,147	95,188,806	5,478,659
EXPENSE			
Personnel Expenses	1,804,840	5,038,163	3,233,323
Operating Expenses	4,097,589	7,915,469	3,817,880
Tax Collection	715,929	753,471	37,542
Health Care Delivery	83,091,789	81,481,703	(1,610,086)
Contribution to Reserves	-		
Net Income applied to Reserves			
Total Expenses	89,710,147	95,188,806	5,478,659
RESERVES			
Capital	6,662,095	-	(6,662,095)
Allocated Reserve	3,540,982	23,099,809	19,558,827
Unallocated Reserve	43,000,000	47,000,000	4,000,000
Total Reserves	53,203,077	70,099,809	16,896,732
CAPITAL BUDGET			
Land	-	2,061,673	2,061,673
Building	-	16,750,000	16,750,000
Equipment & Information Systems	900,000	2,637,760	1,737,760
Total Capital	900,000	21,449,433	20,549,433

**Travis County Healthcare District
FY 2008 Budget and FY 2009 Proposed Budget
Expense**

ACCOUNT	DESCRIPTION	FY 2008 BUDGET		FY 2009 PROPOSED BUDGET	
05.01	Salaries - Regular Salaries-Appointed Official	204,115		-	
07.01	Salaries - Regular Salaries-Perm EE	950,664		3,861,840	
07.01	Convert sick leave to PTO				
07.91	Salaries - Salary Savings	-			
08.01	Salaries - Temp Employees			-	
08.01	Salaries - Transition Support	219,365		-	
20.02	Benefits - FICA Tax-OASDI	74,457		295,530	
20.03	Benefits - Hospitalization	109,297		301,224	
20.04	Benefits - Life Insurance	1,336		1,500	
20.05	Benefits - Retirement Contribution 401a	135,779		278,053	
20.05	Benefits - Def Comp 457			23,171	
20.06	Benefits - Worker's Compensation	7,364		23,171	
20.07	Benefits - FICA Tax-Medicare	19,606		-	
20.08	Benefits - Dental	2,652		11,586	
20.09	Benefits - LTD	9,385		34,757	
20.10	Benefits - Other	2,843		11,586	
20.10	Benefits - Child Care			4,800	
20.10	Benefits - Wellness			15,750	
25.00	PTO			162,195	
27.10	Benefits-Unemployment			13,000	
	Allowance for merit/market adjustments	67,977			
07.20	Personnel allocated from Travis County	-		-	
	Total Personnel Expenses	1,804,840	2.01%	5,038,163	5.29%
	Operating Expenses				
05.20	Salaries - Administrator's Car Allowance	5,000		5,000	
6.51	General Maintenance			22,504	
30.01	Supplies - Supplies, Equip & Furniture	30,000		89,039	
30.02	Supplies - Software	4,000		24,134	
30.03	Supplies-Hardware			-	
30.04	Supplies-Computer Hardware			51,170	
30.05	Supplies-Minor tools, office furniture			28,873	
30.13	Supplies - Educ/Comm Equip & Supp	1,000			
30.16	Supplies - Meetings & Refreshments	3,000		1,398	
40.05	Professional Svc - Auditing	29,000		36,750	
40.06	Professional Svc - Accounting	4,000		37,030	
40.07	Professional Svc - Consulting	223,000		646,284	
40.07	Professional Svc - Consulting - Transition	670,000		-	
40.08	Professional Svc - Data - IT Support			1,851,195	
40.09	Bank Fees			3,300	
40.12	Professional Svc - Legal	260,313		763,880	
40.12	Professional Svc - Legal - Transition	200,000		-	
40.99	Professional Svc - Other Professional Services	25,000		90,054	
41.02	Communication - Postage/Freight	2,000		17,162	
41.05	Communications - Signs	5,000		11,500	
41.06	Cellular Phone	900		2,043	
42.02	Routine Travel - Auto Mileage-Employees	500		6,288	
42.06	Contracted Transportation	1,200		55,120	
42.07	Routine Travel - Travel, Meals & Lodging	6,000			
42.09	Business Meetings & Meals	3,600		4,000	
44.01	Insurance - General Insurance Premium	22,600		17,160	
48.02	Public Utility Svcs - Telephone Lines	15,000		18,523	
48.03	Telephone- long distance			6,000	
48.04	Water			12,000	
48.05	Waste Disposal			18,000	
48.06	Gas			2,387	
60.08	OPS-Contracted Employees	262,500		51,000	
60.22	OPS - Notary Fees	125			
60.23	Purchased Postage (communications)	86,500		-	
60.27	Printing			131,602	
60.28	Purchased Printing (communications)	26,500		-	
60.29	OPS - Advertising/Public Notice	20,000			
60.29	Advertising (includes \$25,000 public notice)			103,000	

**Travis County Healthcare District
FY 2008 Budget and FY 2009 Proposed Budget
Expense**

ACCOUNT	DESCRIPTION	FY 2008 BUDGET		FY 2009 PROPOSED BUDGET	
60.37	OPS-Retirement fees	12,000		11,964	
60.40	OPS - Reimbursed Services - Travis County	61,106		63,755	
60.50	OPS-CAN	25,000		20,000	
60.50	Custodial			48,109	
60.52	Security			35,980	
60.53	Records storage			15,701	
60.60	OPS-Computer Support (Not COA)	5,500		-	
60.99	OPS - Other [includes computer suppor-COAt]	33,151		-	
61.03	Rent - Office Equipment	5,707		44,392	
61.04	Rents & Leases (property)			57,878	
64.05	Employee Training - Employee Relocation Exp	5,000		5,000	
65.01	Prof Dev - Subscriptions & Publications	5,000		15,583	
65.02	Prof Dev-Professional Memberships	1,200		8,026	
65.03	Prof Dev-Travel Meals & Lodging			15,617	
65.04	Prof Dev - Training & Seminars	15,000		56,215	
65.05	Prof Dev-Professional Licenses	500		1,705	
75.21	Misc - Legislative Services	130,000		100,000	
75.22	Misc - Employment Recruiting	4,000		6,512	
84.01	Depreciation	1,887,687	2.10%	2,302,636	
98.92	Reserve for property insurance, utilities, infrastructure			1,000,000	
				-	0.00%
	Subtotal Operating Expense	4,097,589	4.57%	7,915,469	8.32%
	Tax Collection				
60.03	OPS - Appraisal District Svcs	332,080	0.37%	369,622	0.39%
60.04	OPS - Tax Collector	383,849	0.43%	383,849	0.40%
	Subtotal Tax Collection Expense	715,929	0.80%	753,471	0.79%
	Health Care Delivery				
61.05	Rental equipment(MAP)			2,917	0.00%
62.74	Cardinal (340b medications)(MAP)			280,679	0.29%
62.75	Mediview (Primary & Specialty network care)			244,844	0.26%
62.76	Transportation(MAP, non emergency & EMS) move from CHC			400,000	0.42%
62.77	Other Medical (MAP)			58,334	0.06%
62.78	Dental Services (MAP)			240,469	0.25%
62.79	ICC Medicaider(MAP)			144,000	0.15%
62.80	Childrens Optimal Health			35,000	0.04%
62.81	Continuity Clinic			429,000	0.45%
62.82	Other Primary Care (El Buen)			163,728	0.17%
62.83	Medicaid Payments (Physician)	6,257,386	6.98%	6,351,246	6.67%
62.84	Medicaid Payments (MAP)	25,789,133	28.75%	21,167,361	22.24%
62.85	OAC-Mediview	707,422	0.79%	601,017	0.63%
62.86	OAC-Specialty Care	86,400	0.10%	20,488	0.02%
62.87	Seton Brack Pharmacy	159,628	0.18%	119,108	0.13%
62.89	Austin Cancer Centers/Orthotics	172,928	0.19%	160,754	0.17%
62.89	Outside Agency Contracts - Seton Urgent Care	-		-	0.00%
62.90	Outside Agency Contracts - City of Austin-CHC	27,267,574	30.40%	30,474,514	32.01%
62.90	Outside Agency Contracts -CHCs after Transition				0.00%
62.91	Outside Agency Contracts - Seton Hospital	4,010,891	4.47%	4,067,304	4.27%
62.92	Outside Agency Contracts - UTMB	3,877,048	4.32%	3,900,000	4.10%
62.93	Outside Agency Contracts - People's Comm Clinic	590,990	0.66%	700,000	0.74%
62.94	Outside Agency Contracts - Women's Services	450,000	0.50%	450,000	0.47%
62.95	Outside Agency Contracts - Other (Project Access)	300,000	0.33%	300,000	0.32%
62.96	Outside Agency Contracts - ICC	500,000	0.56%	522,275	0.55%
62.97	Outside Agency Contracts - Walgreens	1,521,498	1.70%	1,224,866	1.29%
62.98	Outside Agency Contracts - Seton MAP			-	0.00%
62.98	Outside Agency Contracts - Seton SSI			-	0.00%
62.99	Outside Agency Contracts - Seton Mental Health	2,339,971	2.61%	5,224,701	5.49%
98.50	Service Expansion Funds	9,060,922	10.10%	4,199,098	4.41%
	Subtotal Healthcare Delivery	83,091,789	92.62%	81,481,703	85.60%

**Travis County Healthcare District
FY 2008 Budget and FY 2009 Proposed Budget
Expense**

ACCOUNT	DESCRIPTION	FY 2008 BUDGET		FY 2009 PROPOSED BUDGET	
	Tobacco Settlement				
72.00	Tobacco Settlement Received-payable to Travis County	543,000	0.61%	594,000	0.62%
72.20	Tobacco Settlement Paid to Travis County	(543,000)		(594,000)	
72.10	Tobacco Settlement Received-payable to Seton	1,625,000	1.81%	1,836,000	1.93%
72.30	Tobacco Settlement Paid to Seton	(1,625,000)		(1,836,000)	
	Subtotal Tobacco Settlement	-	0.00%	-	0.00%
	Disproportionate Share Program				
71.00	Disproportionate Share/Upper Payment Limit IGT sent	35,609,693		45,872,733	
71.20	Disproportionate Share/Upper Payment Limit IGT sent	(35,609,693)		(45,872,733)	
71.10	Disproportionate Share Received payable to Seton	10,858,685		8,901,241	
71.30	Disproportionate Share Paid - Seton	(10,858,685)		(8,901,241)	
	Subtotal	-		-	
	TOTAL EXPENSE	89,710,147	100.00%	95,188,807	100.00%
	Tax Collection Expense	(715,929)		(753,471)	
	TOTAL EXPENSE LESS PASS THROUGH & TAX COLLECTION	88,994,218		94,435,336	
	Reserves				
98.60	Capital	6,662,095		-	
98.91	Allocated Reserve	3,540,982		23,099,809	
98.98	Unallocated Reserve	43,000,000		47,000,000	
	Total Reserves	53,203,077		70,099,809	
	CAPITAL BUDGET				
81.12	Land			2,061,673	
81.04	Building			16,750,000	
80.02	Equipment & Information Systems	900,000		2,637,760	
	Total Capital	900,000		21,449,433	

**TRAVIS COUNTY HEALTHCARE DISTRICT
BOARD OF MANAGERS**

RESOLUTION ADOPTING THE AD VALOREM TAX RATE FOR YEAR 2008

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

WHEREAS, it is necessary to levy for the current 2008 Travis County Healthcare District tax year *ad valorem* taxes on each \$100 valuation of all taxable property in the Travis County Hospital District as follows:

MAINTENANCE AND OPERATIONS \$.0679 Total Maintenance and Operations Tax

The following was adopted by the Travis County Healthcare District Board of Managers on September 11, 2008:

On motion by: Rosie Mendoza, and
seconded by: Tom Coopwood,

there is hereby levied for the current tax year an ad valorem tax of \$.0679 for each \$100 valuation of all taxable property for general operating purposes.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$3.80.

Voting in favor of the motion:

Carl S. Richie
Carl S. Richie, Jr., Chairperson

Tom Coopwood
Tom Coopwood, Vice-Chairperson

Rose Lancaster
Rose Lancaster, Secretary

Rosie Mendoza
Rosie Mendoza, Manager

Bobbie Barker
Bobbie Barker, Manager

Clarke Heidrick
Clarke Heidrick, Manager

Donald Patrick, Manager

Frank Rodriguez, Manager

Eduardo J. Sanchez, M.D., M.P.H., Manager

TRAVIS COUNTY HEALTHCARE DISTRICT
BOARD OF MANAGERS
RESOLUTION ADOPTING THE FISCAL YEAR 2009 BUDGET

The Travis County Healthcare District Board of Managers hereby adopts the Travis County Healthcare District Fiscal Year 2009 Budget, consisting of this resolution, the Travis County Healthcare District Fiscal Year 2009 Budget, and the Travis County Healthcare District Fiscal Year 2009 Budget Line Item Expenditure Control attached hereto and incorporated herein by reference as if set out in full, subject to the following provisions:

1. The attached Travis County Healthcare District Fiscal Year 2009 Budget shall be the official budget of the Travis County Healthcare District for Fiscal Year 2009. This budget and, except as set forth in paragraphs 4 and 5 herein, any changes thereto must be approved by the Travis County Commissioners Court before they become effective.
2. Expenditures made pursuant to the Travis County Healthcare District Fiscal Year 2009 shall be controlled by the Travis County Healthcare District Fiscal Year 2009 Budget Line Item Expenditure Control. All expenditures by or on behalf of the Travis County Healthcare District pursuant to the Travis County Healthcare District Fiscal Year 2009 Budget shall be made in strict compliance with the Travis County Healthcare District Fiscal Year 2009 Budget Line Item Expenditure Control as hereby adopted or as amended from time-to-time by the Travis County Healthcare District Board of Managers.
3. The following categories of the Travis County Healthcare District Fiscal Year 2009 Budget include the following line items from the Travis County Healthcare District Fiscal Year 2009 Line Item Expenditure Control:

PERSONNEL and OPERATING includes line items 05.01 through 20.10, 25.00 through 48.06, 60.08 through 61.04, 64.05 through 65.05, 75.21 through 75.22, 84.01, and 98.92.

TAX COLLECTION includes line items 60.03 and 60.04.

HEALTH CARE DELIVERY includes line items 61.05 through 62.99, and 98.50.

TOBACCO SETTLEMENT includes line items 72.00 through 72.30.

DISPROPORTIONATE SHARE PROGRAM includes line items 71.00 through 71.30.

RESERVES includes line items 98.60, 98.91, and 98.98.


CAPITAL includes line items 81.12, 81.04, and 80.02.

4. The Travis County Healthcare District Board of Managers may amend the DISPROPORTIONATE SHARE PROGRAM line items 71.00 through 71.30 and the associated revenue line items if the Board determines that such amendments are necessary to receive funding available under the Medicaid Disproportionate Share Hospital program and/or the Medicaid Upper Payment Limit Program and to reflect the appropriate pass-through of funds received.

5. The Travis County Healthcare District Board of Managers may amend the TOBACCO SETTLEMENT line items 72.00 through 72.30 and the associated revenue line items if the Board determines that such amendments are necessary to receive funding available under the tobacco lawsuit settlement and to reflect the appropriate pass-through of funds received.

ADOPTED this 11th day of September, 2008.

TRAVIS COUNTY HEALTHCARE DISTRICT BOARD OF MANAGERS



Carl S. Richie, Jr.
Chairperson

**Travis County Healthcare District
FY 2008 Budget and FY 2009
Proposed Budget
Revenue and Expense Summary**

DESCRIPTION	FY 2008 BUDGET	FY 2009 PROPOSED BUDGET	Difference
TAX RATE	0.0693	0.0679	
REVENUE		6%	
Property Taxes	58,452,387	63,597,727	5,145,340
Seton Lease-Base	1,096,656	1,096,656	-
Seton Lease-Additional based on DSH/UPL	18,754,886	17,488,953	(1,265,933)
Interest	3,492,055	2,463,415	(1,028,640)
Tobacco Litigation Settlement	2,500,000	2,970,000	470,000
University of Texas Medical Branch Contract	58,740	58,740	-
Transfers In	-	-	-
Transfers In - from reserves	5,355,423	7,513,315	2,157,892
Total Revenue	89,710,147	95,188,806	5,478,659
EXPENSE			
Personnel Expenses	1,804,840	5,038,163	3,233,323
Operating Expenses	4,097,589	7,915,469	3,817,880
Tax Collection	715,929	753,471	37,542
Health Care Delivery	83,091,789	81,481,703	(1,610,086)
Contribution to Reserves	-	-	-
Net Income applied to Reserves	-	-	-
Total Expenses	89,710,147	95,188,806	5,478,659
RESERVES			
Capital	6,662,095	-	(6,662,095)
Allocated Reserve	3,540,982	23,099,809	19,558,827
Unallocated Reserve	43,000,000	47,000,000	4,000,000
Total Reserves	53,203,077	70,099,809	16,896,732
CAPITAL BUDGET			
Land	-	2,061,673	2,061,673
Building	-	16,750,000	16,750,000
Equipment & Information Systems	900,000	2,637,760	1,737,760
Total Capital	900,000	21,449,433	20,549,433

**Travis County Healthcare District
FY 2008 Budget and FY 2009 Proposed Budget
Expense**

ACCOUNT	DESCRIPTION	FY 2008 BUDGET		FY 2009 PROPOSED BUDGET	
05.01	Salaries - Regular Salaries-Appointed Official	204,115		-	
07.01	Salaries - Regular Salaries-Perm EE	950,664		3,861,840	
07.01	Convert sick leave to PTO				
07.91	Salaries - Salary Savings	-			
08.01	Salaries - Temp Employees				
08.01	Salaries - Transition Support	219,365			
20.02	Benefits - FICA Tax-OASDI	74,457		295,530	
20.03	Benefits - Hospitalization	109,297		301,224	
20.04	Benefits - Life Insurance	1,336		1,500	
20.05	Benefits - Retirement Contribution 401a	135,779		278,053	
20.05	Benefits - Def Comp 457			23,171	
20.06	Benefits - Worker's Compensation	7,364		23,171	
20.07	Benefits - FICA Tax-Medicare	19,606			
20.08	Benefits - Dental	2,652		11,586	
20.09	Benefits - LTD	9,385		34,757	
20.10	Benefits - Other	2,843		11,586	
20.10	Benefits - Child Care			4,800	
20.10	Benefits - Wellness			15,750	
25.00	PTO			162,195	
27.10	Benefits-Unemployment			13,000	
	Allowance for merit/market adjustments	67,977			
07.20	Personnel allocated from Travis County	-		-	
	Total Personnel Expenses	1,804,840	2.01%	5,038,163	5.29%
	Operating Expenses				
05.20	Salaries - Administrator's Car Allowance	5,000		5,000	
6.51	General Maintenance			22,504	
30.01	Supplies - Supplies, Equip & Furniture	30,000		89,039	
30.02	Supplies - Software	4,000		24,134	
30.03	Supplies-Hardware				
30.04	Supplies-Computer Hardware			51,170	
30.05	Supplies-Minor tools, office furniture			28,873	
30.13	Supplies - Educ/Comm Equip & Supp	1,000			
30.16	Supplies - Meetings & Refreshments	3,000		1,398	
40.05	Professional Svc - Auditing	29,000		36,750	
40.06	Professional Svc - Accounting	4,000		37,030	
40.07	Professional Svc - Consulting	223,000		646,284	
40.07	Professional Svc - Consulting - Transition	670,000			
40.08	Professional Svc - Data - IT Support			1,851,195	
40.09	Bank Fees			3,300	
40.12	Professional Svc - Legal	260,313		763,880	
40.12	Professional Svc - Legal - Transition	200,000			
40.99	Professional Svc - Other Professional Services	25,000		90,054	
41.02	Communication - Postage/Freight	2,000		17,162	
41.05	Communications - Signs	5,000		11,500	
41.06	Cellular Phone	900		2,043	
42.02	Routine Travel - Auto Mileage-Employees	500		6,288	
42.06	Contracted Transportation	1,200		55,120	
42.07	Routine Travel - Travel, Meals & Lodging	6,000			
42.09	Business Meetings & Meals	3,600		4,000	
44.01	Insurance - General Insurance Premium	22,600		17,160	
48.02	Public Utility Svcs - Telephone Lines	15,000		18,523	
48.03	Telephone- long distance			6,000	
48.04	Water			12,000	
48.05	Waste Disposal			18,000	
48.06	Gas			2,387	
60.08	OPS-Contracted Employees	262,500		51,000	
60.22	OPS - Notary Fees	125			
60.23	Purchased Postage (communications)	86,500			
60.27	Printing			131,602	
60.28	Purchased Printing (communications)	26,500			
60.29	OPS - Advertising/Public Notice	20,000			
60.29	Advertising (includes \$25,000 public notice)			103,000	

**Travis County Healthcare District
FY 2008 Budget and FY 2009 Proposed Budget
Expense**

ACCOUNT	DESCRIPTION	FY 2008 BUDGET		FY 2009 PROPOSED BUDGET	
60.37	OPS-Retirement fees	12,000		11,964	
60.40	OPS - Reimbursed Services - Travis County	61,106		63,755	
60.50	OPS-CAN	25,000		20,000	
60.50	Custodial			48,109	
60.52	Security			35,980	
60.53	Records storage			15,701	
60.60	OPS-Computer Support (Not COA)	5,500		-	
60.99	OPS - Other (includes computer suppor-COAt)	33,151		-	
61.03	Rent - Office Equipment	5,707		44,392	
61.04	Rents & Leases (property)			57,878	
64.05	Employee Training - Employee Relocation Exp	5,000		5,000	
65.01	Prof Dev - Subscriptions & Publications	5,000		15,583	
65.02	Prof Dev-Professional Memberships	1,200		8,026	
65.03	Prof Dev-Travel Meals & Lodging			15,617	
65.04	Prof Dev - Training & Seminars	15,000		56,215	
65.05	Prof Dev-Professional Licenses	500		1,705	
75.21	Misc - Legislative Services	130,000		100,000	
75.22	Misc - Employment Recruiting	4,000		6,512	
84.01	Depreciation	1,887,687	2.10%	2,302,636	
98.92	Reserve for property insurance, utilities, infrastructure			1,000,000	
				-	0.00%
	Subtotal Operating Expense	4,097,589	4.57%	7,915,469	8.32%
	Tax Collection				
60.03	OPS - Appraisal District Svcs	332,080	0.37%	369,622	0.39%
60.04	OPS - Tax Collector	383,849	0.43%	383,849	0.40%
	Subtotal Tax Collection Expense	715,929	0.80%	753,471	0.79%
	Health Care Delivery				
61.05	Rental equipment(MAP)			2,917	0.00%
62.74	Cardinal (340b medications)(MAP)			280,679	0.29%
62.75	Mediview (Primary & Specialty network care)			244,844	0.29%
62.76	Transportation(MAP, non emergency & EMS) move from CHC			400,000	0.42%
62.77	Other Medical (MAP)			58,334	0.06%
62.78	Dental Services (MAP)			240,469	0.25%
62.79	ICC Medicaid(MAP)			144,000	0.15%
62.80	Childrens Optimal Health			35,000	0.04%
62.81	Continuity Clinic			429,000	0.45%
62.82	Other Primary Care (El Buen)			163,728	0.17%
62.83	Medicaid Payments (Physician)	6,257,386	6.98%	6,351,246	6.67%
62.84	Medicaid Payments (MAP)	25,789,133	28.75%	21,167,361	22.24%
62.85	OAC-Mediview	707,422	0.79%	601,017	0.63%
62.86	OAC-Specialty Care	86,400	0.10%	20,488	0.02%
62.87	Seton Brack Pharmacy	159,628	0.18%	119,108	0.13%
62.89	Austin Cancer Centers/Orthotics	172,928	0.19%	160,754	0.17%
62.89	Outside Agency Contracts - Seton Urgent Care	-		-	0.00%
62.90	Outside Agency Contracts - City of Austin-CHCs & MAP	27,267,574	30.40%	30,474,514	32.01%
62.90	Outside Agency Contracts -CHCs after Transition				0.00%
62.91	Outside Agency Contracts - Seton Hospital	4,010,891	4.47%	4,067,304	4.27%
62.92	Outside Agency Contracts - UTMB	3,877,048	4.32%	3,900,000	4.10%
62.93	Outside Agency Contracts - People's Comm Clinic	590,990	0.66%	700,000	0.74%
62.94	Outside Agency Contracts - Women's Services	450,000	0.50%	450,000	0.47%
62.95	Outside Agency Contracts - Other (Project Access)	300,000	0.33%	300,000	0.32%
62.96	Outside Agency Contracts - ICC	500,000	0.56%	522,275	0.55%
62.97	Outside Agency Contracts - Walgreens	1,521,498	1.70%	1,224,866	1.29%
62.98	Outside Agency Contracts - Seton MAP			-	0.00%
62.98	Outside Agency Contracts - Seton SSI			-	0.00%
62.99	Outside Agency Contracts - Seton Mental Health	2,339,971	2.61%	5,224,701	5.49%
98.50	Service Expansion Funds	9,060,922	10.10%	4,199,098	4.41%
	Subtotal Healthcare Delivery	83,091,789	92.62%	81,481,703	85.60%

**Travis County Healthcare District
FY 2008 Budget and FY 2009 Proposed Budget
Expense**

ACCOUNT	DESCRIPTION	FY 2008 BUDGET		FY 2009 PROPOSED BUDGET	
	Tobacco Settlement				
72.00	Tobacco Settlement Received-payable to Travis County	543,000	0.61%	594,000	0.52%
72.20	Tobacco Settlement Paid to Travis County	(543,000)		(594,000)	
72.10	Tobacco Settlement Received-payable to Seton	1,625,000	1.81%	1,836,000	1.93%
72.30	Tobacco Settlement Paid to Seton	(1,625,000)		(1,836,000)	
	Subtotal Tobacco Settlement	-	0.00%	-	0.00%
	Disproportionate Share Program				
71.00	Disproportionate Share/Upper Payment Limit IGT sent	35,609,693		45,872,733	
71.20	Disproportionate Share/Upper Payment Limit IGT sent	(35,609,693)		(45,872,733)	
71.10	Disproportionate Share Received payable to Seton	10,858,685		8,901,241	
71.30	Disproportionate Share Paid - Seton	(10,858,685)		(8,901,241)	
	Subtotal	-		-	
	TOTAL EXPENSE	89,710,147	100.00%	95,188,807	100.00%
	Tax Collection Expense	(715,929)		(753,471)	
	TOTAL EXPENSE LESS PASS THROUGH & TAX COLLECTION	88,994,218		94,435,336	
	Reserves				
98.60	Capital	6,662,095		-	
98.91	Allocated Reserve	3,540,982		23,099,809	
98.98	Unallocated Reserve	43,000,000		47,000,000	
	Total Reserves	53,203,077		70,099,809	
	CAPITAL BUDGET				
81.12	Land			2,061,673	
81.04	Building			16,750,000	
80.02	Equipment & Information Systems	900,000		2,637,760	
	Total Capital	900,000		21,449,433	

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

RECEIVED
COUNTY JUDGE'S OFFICE

Voting Session: September 16, 2008
(Date)

Work Session: 08 SEP -9 PM 3:14
(Date)

STACY E. WILSON, ASST. COUNTY ATTY 854-6654

I. A. Request made by: PATRICIA A. YOUNG BROWN Phone #: 978-8155
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text: CONSIDER AND TAKE APPROPRIATE ACTION ON THE ASSIGNMENT BY THE DAUGHTERS OF CHARITY HEALTH SERVICES OF AUSTIN D/B/A UNIVERSITY MEDICAL CENTER AT BRACKENRIDGE OF A SUBLEASE RELATED TO THE URGENT CARE CENTER IN THE HEALTHSOUTH BUILDING TO THE TRAVIS COUNTY HEALTHCARE DISTRICT.

C. Approved by: _____
Signature of Commissioner or Judge

II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).

B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

Sherri Fleming, HHSD Executive Manager, 854-4100

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item
- Grant

Human Resources Department (854-9165)

- Change in your department's personnel (reorganization, restructuring etc.)

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 3:00pm on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

DAVID A. ESCAMILLA
COUNTY ATTORNEY

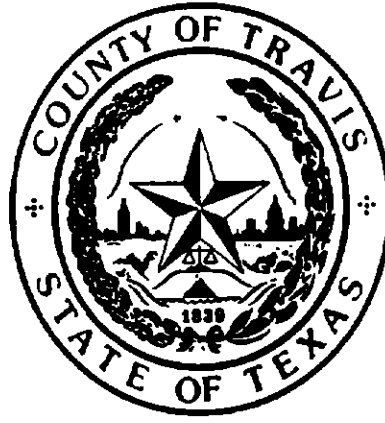
RANDY T. LEAVITT
FIRST ASSISTANT

JAMES W. COLLINS
EXECUTIVE ASSISTANT

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

P. O. BOX 1748
AUSTIN, TEXAS 78767

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



TRANSACTIONS DIVISION

JOHN C. HILLE, JR., DIRECTOR †

BARBARA J. WILSON

MARY ETTA GERHARDT

STACY WILSON

TAMARA ARMSTRONG

JAMES M. CONNOLLY

TENLEY A. ALDREDGE

JULIE JOE

DANIEL BRADFORD

*CHRISTOPHER GILMORE

SARAH CHURCHILL

† Member of the College
of the State Bar of Texas
*Board Certified

Commercial Real Estate Law
Texas Board of Legal Specialization

September 9, 2008

Commissioner Ron Davis
Travis County Commissioner, Precinct 1
314 W. 11th Street, Suite 510
Austin, Texas 78701

**Re: ASSIGNMENT OF A SUBLEASE BY THE
DAUGHTERS OF CHARITY HEALTH SERVICES
OF AUSTIN D/B/A UNIVERSITY MEDICAL
CENTER AT BRACKENRIDGE TO THE TRAVIS
COUNTY HEALTHCARE DISTRICT**

Dear Commissioner Davis:

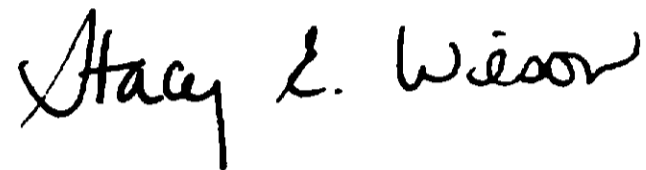
At this Commissioners Court Session, the Travis County Healthcare District (“District”) is requesting that the Travis County Commissioners Court approve the assignment of a sublease by the Daughters of Charity Health Services of Austin d/b/a University Medical Center at Brackenridge (“Daughters of Charity”) related to the Urgent Care Center in the HealthSouth

Commissioner Ron Davis
September 9, 2008
Page 2

Building to the District. Pursuant to Chapter 171 of the Local Government Code, we believe that you should abstain on voting on this agenda item, given your wife's employment with the Daughters of Charity.

If you have any questions regarding this information or this agenda item, please do not hesitate to contact me at 854-6654.

Sincerely,



Stacy E. Wilson
Assistant County Attorney

SEW/mms

cc: Samuel T. Biscoe, County Judge
Commissioner Sarah Eckhardt
Commissioner Gerald Daugherty
Commissioner Margaret Gómez
John Hille, Assistant County Attorney

Memo

To: Travis County Commissioners Court
cc: Patricia A. Young Brown
From: Stacy E. Wilson
Date: September 9, 2008
Re: Consider and take appropriate action on the Assignment by the Daughters of Charity Health Services of Austin d/b/a University Medical Center at Brackenridge of a Sublease related to the Urgent Care Center in the HealthSouth Building to the Travis County Healthcare District

Background

In December of 2006, the Travis County Healthcare District (the "District") entered into a an Urgent Care Services Contract with the Daughters of Charity Health Services of Austin now d/b/a University Medical Center at Brackenridge ("UMCB") under which UMCB would provide services to Medical Assistance Program ("MAP") patients in an urgent care center to be operated on the 2nd floor of the HealthSouth Building adjacent to UMCB. UMCB subleased that space from HealthSouth. The Urgent Care Services Contract and the Sublease both provide that UMCB could assign the Sublease to the District, at which time the District, through the City's Community Care Services Department ("CCSD"), would operate the urgent care clinic.

UMCB has agreed to assign, and the District has agreed to assume, the Sublease for the Urgent Care Clinic effective October 1, 2008. That clinic will function as a walk-in clinic for MAP and other patients who may be referred from the UMCB Emergency Department as not having an emergent condition.

Request

Pursuant to Section 281.050 of the Texas Health and Safety Code, the District is seeking Commissioners Court approval of the Assignment of Sublease, which is attached to this memorandum.

ASSIGNMENT OF SUBLEASE

THIS ASSIGNMENT OF SUBLEASE ("Assignment") is effective on October 1, 2008 ("Effective Date") by and between the Travis County Healthcare District ("District"), a hospital district created under Chapter 281 of the Texas Health and Safety Code and Daughters of Charity Health Services of Austin d/b/a University Medical Center at Brackenridge (f/k/a Brackenridge Hospital), a Texas non-profit corporation ("UMCB").

WHEREAS, HealthSouth of Austin, Inc. ("HealthSouth") and UMCB entered into a Sublease Agreement effective April 25, 2006 (the "Sublease Agreement") whereby UMCB subleased approximately 4,761 rentable square feet of space located within HealthSouth's facility at 1215 Red River Street, Austin, Texas 78701 (the "Premises");

WHEREAS, the Sublease Agreement provides that UMCB shall have the option to assign the Sublease Agreement, either in its entirety or for a portion of the Premises, to the District for the purpose of operating an urgent care center upon at least three (3) months notice;

WHEREAS, UMCB desires to exercise its right to assign a portion of the Premises as provided in the Sublease Agreement; and

WHEREAS, beginning on the Effective Date, the District is willing to assume the assigned obligations of UMCB under the Sublease Agreement;

NOW THEREFORE, and in consideration of the mutual promises contained herein, the parties agree as follows:

1. Pursuant to Section 49 of the Sublease Agreement "Early Termination Option," UMCB hereby assigns the Sublease Agreement for a portion of the Premises to the District for purposes of operating an urgent care center. UMCB assigns the Sublease Agreement only as to a portion of the Premises, specifically that section of the 2nd Floor constituting approximately 3,104 square feet, as set forth in Exhibit A to the Sublease Agreement, attached hereto and incorporated herein by reference. This Assignment to the District shall be in effect beginning on the Effective Date and continuing for the remainder of the term of the Sublease Agreement unless the agreement is terminated earlier pursuant to its terms. Beginning on the Effective Date, the District hereby accepts and assumes all assigned obligations of UMCB under the Sublease Agreement with respect to the leased portion of the 2nd Floor and shall operate such space as an urgent care center; provided, however, that as provided in Section 49 of the Sublease Agreement, entitled, "Early Termination Option," UMCB shall not be released of any obligations or liabilities under the Sublease Agreement. Moreover, the District expressly does not assume any liability or obligation for anything that occurred on the Premises or under the Sublease Agreement prior to the Effective Date. This Assignment shall have no effect on UMCB's sublease of a portion of the 4th Floor of the Premises.

2. In accordance with this Assignment, the District shall pay sixty-five percent (65%) of the monthly rent (currently \$8,174.84), which amounts to \$5,313.65, plus any applicable sales

tax that may exist or that may be imposed during the term of the Sublease Agreement, payable in advance on the first day of each and every month beginning on the Effective Date and continuing until the end of the Sublease Agreement term. All rent amounts due hereunder shall be payable and delivered to HealthSouth at: c/o HealthSouth, Dept AT 40404, Atlanta, Georgia 31192-0404. On each anniversary of the Commencement Date of the Sublease Agreement, the rent payable shall increase by one and one-half (1½%) per annum in equal, monthly installments.

3. UMCB shall save and hold the District harmless from all liabilities, charges, expenses (including counsel fees), and costs for or related to any and all claims for damages by reason of any injury or injuries to any person or property of any kind whatsoever that is occasioned by the negligence or willful actions of UMCB under the Sublease Agreement or on the Premises. To the extent permitted by law, the District shall save and hold UMCB harmless from all liabilities, charges, expenses (including counsel fees), and costs for or related to any and all claims for damages by reason of any injury or injuries to any person or property of any kind whatsoever that is occasioned by the negligence or willful actions of the District under the Sublease Agreement or on the District's leased portion of the Premises.

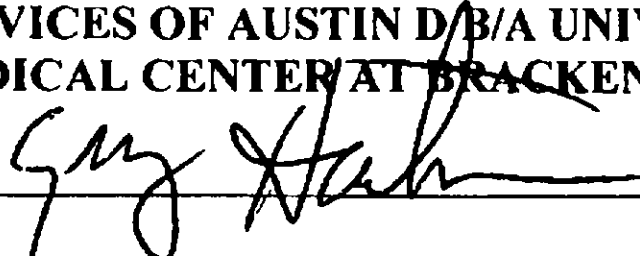
4. UMCB shall save and hold the District harmless for any joint and several liability assessed under Section 45 of the Sublease Agreement for any portion of the liability that is attributable to UMCB. To the extent permitted by law, the District shall save and hold UMCB harmless for any joint and several liability assessed under Section 45 of the Sublease Agreement for any portion of the liability that is attributable to the District.

5. The District shall be added as a Sublessee to whom notice shall be given under Section 24 of the Sublease Agreement. Such notice shall be sent to the following address:

President and CEO
Travis County Healthcare District
1111 E. Cesar Chavez, Suite B
Austin, Texas 78702

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Sublease to be effective as of the date first written above.

DAUGHTERS OF CHARITY HEALTH SERVICES OF AUSTIN DB/A UNIVERSITY MEDICAL CENTER AT BRACKENRIDGE

By: 
Name: Greg Hartman
Title: Sr. VP
Date: 9.5.08

TRAVIS COUNTY HEALTHCARE DISTRICT

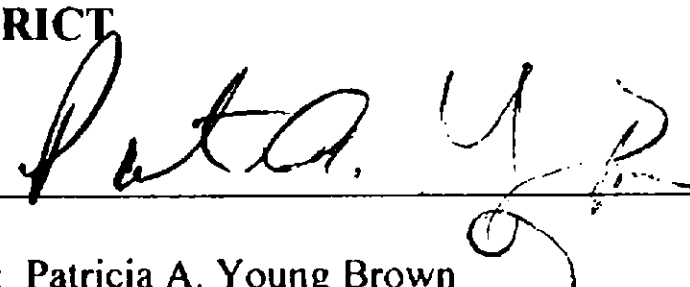
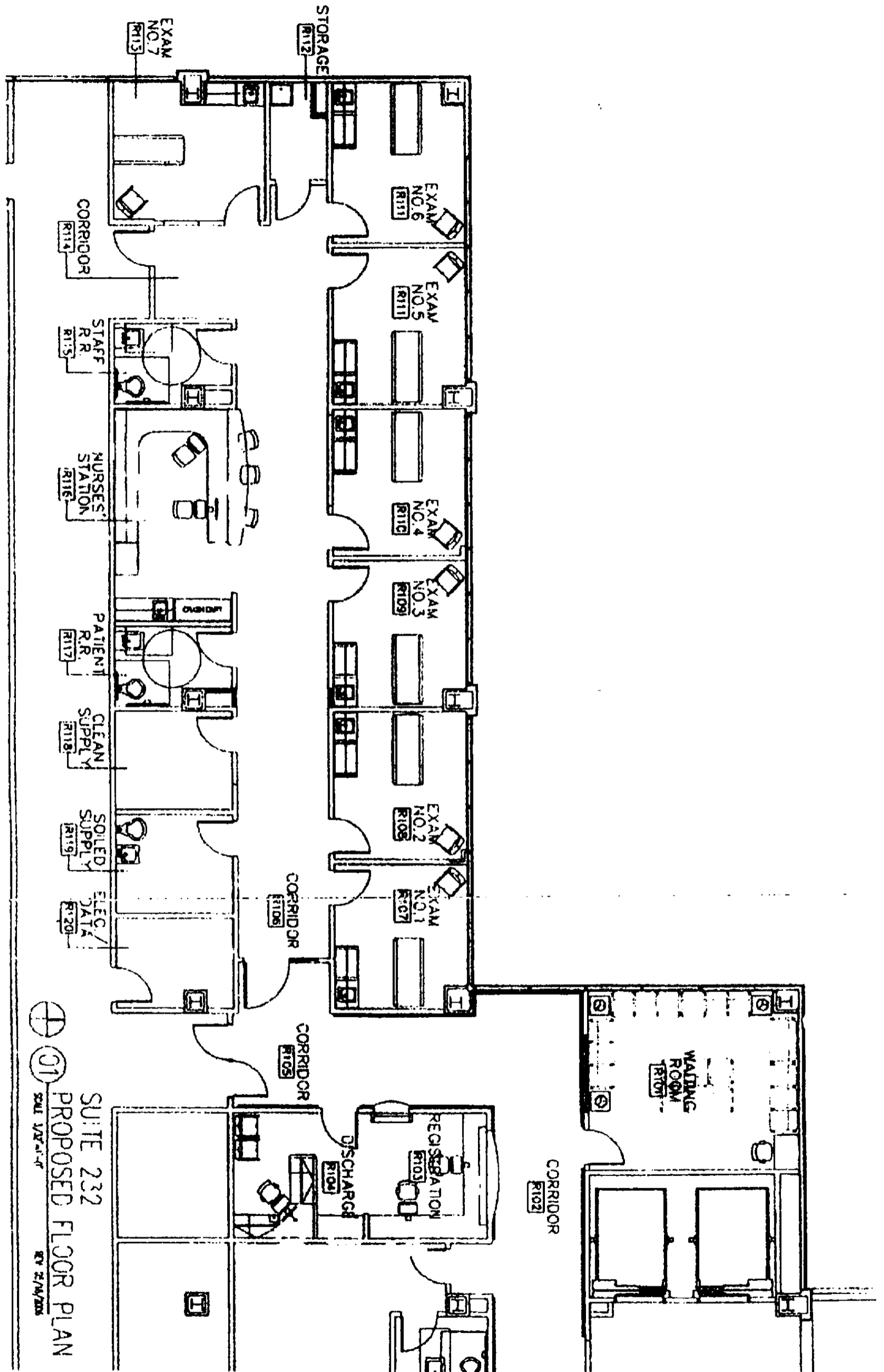
By: 
Name: Patricia A. Young Brown
Title: President & CEO
Date: 9/8/08

EXHIBIT A
[Description and Floor Plan]



SUITE 232
PROPOSED FLOOR PLAN
BY Z/M/MS

Travis County Commissioners Court Agenda Request

29 ✓

Voting Session 9/16/08
(Date)

Work Session _____
(Date)

1. A. Request made by: County Attorney (Tamara Armstrong) Phone # 854-9513

Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text: Consider and Approve Agreement for Assessment and Collection Services between Travis County and Leander Independent School District

C. Approved by:

Signature of Commissioner(s) or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight copies of agenda request and backup).

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

Nelda Wells-Spears, Tax Assessor/Collector	854-9742
Elliott Beck, Div. Dir., Collections, TCAO	854-9513
Tamara Armstrong, Asst. Co. Atty., TCAO	854-9513
Renea Deckard, Tax Office	854-9632
Tien Dao, Tax Office	854-9269

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item budget
- Grant

Human Resources Department (854-9165)

- A change in your department's personnel (reclassification, etc.)

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits should be submitted to the County Judge's Office no later than 5:00 PM on Monday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

08 SEP -9 PM 3:19
RECEIVED
COUNTY CLERK'S OFFICE

**AGREEMENT FOR ASSESSMENT AND COLLECTION SERVICES
BETWEEN TRAVIS COUNTY AND
LEANDER INDEPENDENT SCHOOL DISTRICT**

THIS AGREEMENT is made and entered into by and between the County of Travis (hereinafter called "County"), a political subdivision of the State of Texas, the Travis County Attorney, and Leander Independent School District, a school district duly organized and existing under the laws of the State of Texas (hereinafter called "District"), each acting herein by and through its duly authorized officials.

RECITALS

WHEREAS, the parties to this Agreement wish to consolidate the assessment and collection of property taxes into one agency, the Tax Assessor/Collector of Travis County, except for those taxes on property located outside of Travis County;

WHEREAS, the parties enter into this Agreement in order to eliminate the duplication of the existing system for collection of taxes and to promote governmental efficiency,

WHEREAS, the parties intend that the County, through its Tax Assessor/Collector, assess and collect the ad valorem property taxes owing to District and that the Travis County Attorney represent the District in the enforcement of said taxes; and

WHEREAS, the parties enter into this Agreement pursuant to the authority granted by Sections 6.23, 6.24 and 6.30, TEXAS PROPERTY TAX CODE, and by Chapter 791 of the GOV'T CODE, which is known as the Interlocal Cooperation Act.

NOW, THEREFORE, in consideration of the premises and of the terms, provisions, and mutual promises herein contained, the parties hereto mutually agree as follows:

1.0 PERFORMANCE. Performance by the County of the assessment and collection of property taxes for the District shall commence on September 1, 2008. Effective October 1, 2008 and for each year of this Agreement, performance by the County of the assessment and collection of each year's property taxes shall commence not earlier than October 1 of the then-current tax year and shall be completed not later than September 30 of the following tax year unless the County finds extension to be necessary.

2.0 SERVICES TO BE PERFORMED

2.01 Assessment and Collection of Ad Valorem Property Taxes and Delinquent Taxes. The County shall assess and collect the ad valorem property taxes owing to the District, with regard to all properties on the District's tax roll except for those

properties on the District's tax roll that are located outside of Travis County. The County shall also collect the delinquent taxes owing to the District as hereinafter provided in this Agreement, including the enforcement of the collection of said delinquent taxes, except for delinquent taxes on properties located outside of Travis County. With respect to the ad valorem property taxes, including delinquent taxes, which the County collects as specified in this Subsection 2.01, the County further agrees to perform for the District all the duties related to the assessment and collection of taxes for the District provided by the laws of the State of Texas for the collection of said taxes.

2.02 Performance of Functions and Consolidated Tax Statements. With respect to the ad valorem property taxes, including delinquent taxes, which the County collects within the District, except for that portion of the District located outside of Travis County, as specified in Subsection 2.01 hereof, the County shall perform all the functions set out in Subsection 12.01 of this Agreement. In connection therewith, the County agrees to prepare consolidated tax statements for each taxpayer. The tax statement shall include taxes owed to all taxing units to which the taxpayer owes taxes, except those units which have not contracted with the County for the assessment and collection of its taxes, and except for taxes owed to the District on properties located outside of Travis County. The County shall mail said tax statements to each taxpayer or authorized agent of property within the District, except for those taxpayers or authorized agents of property which is located outside of Travis County.

2.03 Tax Assessor/Collector for District. The District hereby designates the Tax Assessor-Collector of the County of Travis as its tax assessor and tax collector for all purposes under the Texas Property Tax Code, with respect to the collection of ad valorem taxes on property within the District except for property located outside of Travis County.

2.04 Copy of Tax Roll. The County shall provide the governing body of the District with a copy of the tax roll for each year that this Agreement is in effect, with respect to ad valorem property taxes covered by this Agreement.

3.0 PAYMENT

3.01 Amount of Payment. District agrees to pay the County the costs of performing the services specified in this Agreement, as prescribed in this Section 3.0. These costs shall be allocated among the District and the other taxing units contracting for assessment and collection services in the same manner so that the District and each of the other taxing units pay the same rates approved by the Travis County Commissioners Court.

3.01.01 For the 2008 tax year, the District shall pay the rate approved by the Travis County Commissioners Court in 2008, per parcel for all parcels located

in Travis County and on the District's tax roll; and, for each year thereafter during this Agreement, the District shall pay the rate approved by the Travis County Commissioners Court for the tax year in question, per parcel for all parcels located in Travis County and on the District's tax roll.

3.01.02 The County shall, by written notice, notify the District in subsequent years of this Agreement of the amount that the District shall pay to the County for performing tax assessment and collection services pursuant to this Agreement.

3.02 Method of Payment. The County shall withhold from the remittances to the District the amount of money necessary to pay for the cost of assessing and collecting current taxes for the District, until the amount of payment authorized under Subsection 3.01 above has been received by the County.

4.0 **REMITTANCE OF COLLECTION.** The taxes collected for the District shall be remitted to the District daily, after the proper amount of payment authorized under Subsection 3.01 above and/or taxpayer refunds have been withheld. Taxes collected shall be remitted to the District on the day after they are processed and credited by the County Tax Office, but no later than when the taxes collected for the County have been remitted to the County Treasurer.

5.0 **DELINQUENT TAXES**

5.01 Collection of Delinquent Taxes. Pursuant to Section 6.24 of the Texas Property Tax Code, District hereby authorizes the County, by and through the County's Tax Assessor/Collector, to collect delinquent taxes covered by Subsection 2.01 of this Agreement for District as the County deems necessary. In addition, the District hereby authorizes the County, by and through the County's Tax Assessor/Collector, to waive penalties and interest for the District in delinquent tax cases where the County, by and through the County's Tax Assessor/Collector, determines that Section 33.011 of the Texas Property Tax Code requires or authorizes such waiver as advised by the Travis County Attorney's Office.

5.02 Delinquent Tax Suits.

5.02.01 Pursuant to Section 6.30 of the Texas Property Tax Code, District hereby authorizes the Travis County Attorney's Office to institute delinquent tax suits for the collection of delinquent taxes covered by Subsection 2.01 of this Agreement. All legal services rendered by the Travis County Attorney shall be included as part of the services to be performed under the terms and provisions of this Agreement, for the consideration given by District pursuant to this Agreement, and for the costs, expenses and fees recovered by County under Subsection 5.03 of this Agreement.

5.02.02 If the County chooses to have the Tax Office represented by a private attorney, District hereby agrees that the private attorney selected by the County shall also represent District in delinquent tax cases. District is not directly responsible for compensation of the private attorney selected by the County, although such attorney will receive compensation in accordance with the Texas Property Tax Code for representing District in delinquent tax cases. If District selects an attorney to represent it in delinquent tax cases, other than the County Attorney or a private attorney selected by the County, District shall notify the County in writing of such fact at least thirty (30) days before implementing such decision, in accordance with the Notice provisions set forth in Subsection 13.01 of this Agreement.

5.03 Costs, Expenses and Fees in Delinquent Tax Suits. All legal services rendered by the Travis County Attorney shall be included as part of the services to be performed under the terms and provisions of this Agreement, for the consideration given by District pursuant to this Agreement, and for the costs, expenses and fees recovered by County under this Subsection 5.03 of this Agreement. Pursuant to Section 33.48 of the Texas Property Tax Code, the County, in collecting delinquent taxes for District, may recover, in addition to other costs authorized by law, the following costs, expenses, and fees in a suit to collect a delinquent tax:

5.03.01 All usual court costs, including the cost of serving process;

5.03.02 Costs of filing for record a notice of lis pendens against property;

5.03.03 Expenses of foreclosure sale;

5.03.04 Reasonable expenses that are incurred by the taxing unit in determining the name, identity, and location of necessary parties and in procuring necessary legal descriptions of property on which a delinquent tax is due;

5.03.05 Attorney's fees in the amount of fifteen percent (15%) of the total amount of taxes, penalties, and interest due District; and

5.03.06 Reasonable attorney ad litem fees approved by the Court that are incurred in a suit in which the Court orders the appointment of an attorney to represent the interests of a defendant served with process by means of citation by publication or posting.

The costs, expenses, and fees recovered by the County pursuant to Section 33.48 of the Texas Property Tax Code shall be payment to the County for the County's collection of delinquent taxes for District under Subsection 2.01 of this Agreement; provided, however, pursuant to Sections 33.71, 33.72 and 33.73 of the Texas Property

Tax Code, the County, for collecting delinquent taxes for District under Subsection 2.01 of this Agreement, may also recover the reasonable costs of a tax master for any tax suits instituted by the County pursuant to this Agreement.

6.0 ADMINISTRATIVE PROVISIONS

6.01 Books and Records. All expenses incurred by the County for the assessment and collection of taxes hereunder shall be clearly kept on the books and records of the County. District or its designated representatives, upon written request submitted to the Travis County Tax Assessor/Collector, are authorized to examine the books and records to be kept by the County at such reasonable times and intervals as District deems fit. Such books and records will be kept in the office of the Travis County Tax Assessor/Collector.

6.02 Surety Bond. If District requires the County to obtain a surety bond for the Tax Assessor/Collector acting in her capacity as assessor/collector for District as provided herein, District agrees to pay the premium for such bond.

6.03 Change in Tax Rate. In case District's tax rate is rolled back or otherwise changed after the County begins collections for District in any given year, the County will continue to act for District in providing refunds to taxpayers or sending corrected billing statements only if District assumes all additional costs of collection arising from such rollback or other change in the tax rate. These costs shall be the actual costs of providing those extra services required by the rollback or other change in the tax rate, and such costs shall be withheld in the same manner as provided in Subsection 3.02 of this Agreement.

7.0 GENERAL PROVISIONS

7.01 Books and Records Held by District. District agrees to transfer to the possession and control of the County, without charge, copies of all books and records necessary for the performance of the duties and responsibilities of the County pursuant to this Agreement. These books and records shall include all tax records, including existing tax rolls or other records available to District.

7.02 Limit on Liability. The County shall not be liable to District for any failure to collect taxes under this Agreement; nor shall the County Tax Assessor/Collector be liable to District for any failure to collect taxes, unless the Tax Assessor/Collector's failure to collect taxes results from her failure to perform the duties imposed upon the Tax Assessor/Collector by law and by this Agreement; provided, however, the Tax Assessor/Collector shall not be liable to District for any failure to collect taxes where her failure to perform duties imposed by law and by this Agreement arises out of circumstances beyond her control.

7.03 Current Revenue Funds. Payments by the parties for services under this Agreement shall be made from current revenues available to the parties.

7.04 Agreement Voidable. For each year during the term of this Agreement, if District has not established the tax rate as required by law for District and notified the Tax Assessor/Collector accordingly within sixty (60) days after the Central Appraisal District Appraisal Review Board has certified to District the assessed values on the property in District, or by September 30, whichever is later, this Agreement becomes voidable by action of the County at the County's option. In the event this Agreement becomes voidable by action of the County, the County may, at its option, declare this Agreement null and void by giving written notice from the Tax Assessor/Collector to District, in accordance with the notice provisions set forth in Subsection 13.01 of this Agreement.

7.05 Authorized Refunds. Authorized refunds to property owners will be made so that each property owner receiving refunds will receive a single check covering all refunds for all taxing units contracting for assessment and collection services, except for any refunds applicable to property located outside of Travis County. Refunds may become necessary because of changes which include, but are not limited to, late exemption claims, clerical errors, overpayment, etc. Refunds from the District to the property owners within the District, except for refunds applicable to property located outside of Travis County, shall be deducted from the collections and withheld from the District in the same manner as provided in Subsection 3.02 of this Agreement; or, if no collections are available, such refunds shall be remitted by the District to the County within seven (7) days of notification of such sums due.

8.0 SOVEREIGN IMMUNITY. It is expressly understood and agreed that, in the execution of this Agreement, neither the County nor the District waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

9.0 TERMINATION.

9.01 Termination of Agreement. Unless the County declares this Agreement null and void pursuant to Subsection 7.04 of this Agreement, this Agreement shall continue in full force and effect from year to year until such time as either party to this Agreement, by written notice to the other party under Subsection 13.01 hereof, terminates this Agreement, such termination to be effective only if notice is given to the other party on or before July 1 of the year in which the party intends this Agreement to terminate, and, only if, notice is given at least thirty (30) days prior to the effective date of termination. Provided, however, the District may, at its option, declare this Agreement null and void by giving written notice from the District to the Tax Assessor/Collector, in accordance with the Notice provisions set forth in Subsection 13.01 hereof, in the event the County chooses to have the Tax Office represented by a

private attorney and, the District does not agree with the County's choice. If this Agreement is terminated by either party, as authorized under this Agreement, this Agreement shall terminate in its entirety, except as otherwise expressly provided in Subsection 9.02 hereof.

9.02 Pending Cases. In the event this Agreement is terminated by either party for any reason, the County reserves the right to continue to handle pending cases for the collection of delinquent taxes on properties located in the District, for a six (6) month period following the effective date of termination. As used in this Subsection 9.02, "Pending Cases" are cases where the District is the taxing unit and include the following:

9.02.01 - Each case for which the County has sent a demand letter to the delinquent taxpayer;

9.02.02 - Each delinquent tax suit filed in court or intervened in court by County; or

9.02.03 - Each case in which the County and the delinquent taxpayer have agreed that the delinquent taxpayer will pay the delinquent tax in partial payments over a specified period of time.

9.03 Transfer. Upon the expiration of the six (6) month period specified in Subsection 9.02 above, the County will transfer all remaining, pending cases to the District's new legal representative, and upon such transfer, this Agreement shall terminate in its entirety.

10.0 AMENDMENTS. Any amendments, alterations, deletions or waiver of the provisions of this Agreement shall be valid only when expressed in writing and agreed to by official action of the governing bodies of both parties, and will be effective only if they do not adversely affect the prompt fulfillment of contract obligations. However, in the performance of services under this Agreement, the County, the County Tax Assessor/Collector, and/or the County Attorney's Office may institute changes, as required or authorized by applicable law.

11.0 REGULATIONS AND LAWS. This Agreement shall be governed, interpreted, construed and enforced in accordance with all applicable laws of the United States of America and all applicable laws of the State of Texas (statutory law, case law, rules and regulations), including but not limited to the provisions of the Texas Property Tax Code, including amendments to such applicable laws.

12.0 DEFINITIONS.

12.01 Assessment and Collection. For purposes of this Agreement, the terms "assessment" and "collection" shall include the following:

- 12.01.01 Calculation of tax;
- 12.01.02 Preparation of tax rolls;
- 12.01.03 Proration of taxes;
- 12.01.04 Correction of clerical errors in tax rolls;
- 12.01.05 Collection of tax liabilities; and
- 12.01.06 Issuance of refunds and calculation of an effective tax rate as required by Section 26.04 of the Texas Property Tax Code for the years covered by this Agreement.

The term "assessment" shall not include those functions defined as "appraisal" by the Texas Property Tax Code.

12.02 Current Taxes. For purposes of this Agreement, the term "current taxes" shall include only those taxes legally due and payable without penalty and interest.

12.03 Delinquent Taxes. For purposes of this Agreement, the term "delinquent taxes" shall include any taxes which have not been received by the County on or before January 31st of any given tax year and on which penalty and interest are due.

12.04 Tax Year. For purposes of this Agreement, the term "tax year" refers to the twelve (12) month period which runs from October 1 of one year through September 30 of the following year.

13.0 MISCELLANEOUS PROVISIONS.

13.01 Notice. Except as otherwise provided in this Agreement, all notice required or permitted under this Agreement shall be in writing and shall be hand delivered or sent by certified or registered mail, postage prepaid, return receipt required. For purposes of sending notice under this Agreement, the address of the County is: Honorable Nelda Wells-Spears (or her successor in office), Travis County Tax Assessor/Collector, 5501 Airport Boulevard, Austin, Texas 78751. For purposes of sending notice under this Agreement, the address of the District is: School Superintendent, Leander Independent School District, P.O. Box 218, Leander, Texas 78646-0218. Either party may change its address by giving written notice as provided in this Subsection 13.01 or by notifying the District and all other entities by a general mass mail-out. In the case of notice sent by registered or certified mail, notice shall be deemed effective three days after deposit in a United States mailbox or a United States post office. In the case of notice made by hand delivery, notice shall be deemed effective immediately. This Section shall not preclude the County Tax Assessor/Collector from providing the District and all other entities general notice concerning the Tax Assessment and Collection Agreements or any related matter through general mass mail-outs by regular mail.

13.02 **Parties Bound**. This Agreement shall be binding upon the parties hereto and their executors, heirs, legal representatives, successors and assigns.

13.03 **Copies**. This Agreement is executed in multiple copies, any one of which is a true copy hereof, having the same evidentiary value.

13.04 **Integration**. It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all prior agreements and negotiations, either written or oral, between the parties relating to the subject matter hereof.

13.05 **Severability**. The provisions of this Agreement are severable. If any paragraph, section, subsection, sentence, clause, or phrase of this Agreement is held by a court of competent jurisdiction, for any reason, to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement; provided, however, upon the occurrence of such event, either party may terminate this Agreement forthwith upon providing written notice of termination to the other party in accordance with Subsections 9.0 and 13.01 of this Agreement.

13.06 **Venue**. All obligations and undertakings pursuant to this Agreement are fully performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the courts of appropriate jurisdiction in Travis County, Texas exclusively.

13.07 **Effective Date**. This Agreement shall take effect on the date this Agreement is approved by the Travis County Commissioners Court.


13.08 **Titles, Headings and Subheadings**. The titles, headings and subheadings set forth in this Agreement are intended for the convenience of the parties hereto and are not intended for use in the construction or interpretation of the provisions contained herein.

13.09 **Gender and Number**. As used in this Agreement, unless the context indicates otherwise, a masculine, feminine, or neuter gender shall each be deemed to include the other, and the singular or plural number shall each be deemed to include the other.

13.10 **Instruments**. Each party hereto agrees that it will execute, in a timely manner, all instruments and documents needed for implementation of the terms, conditions, and provisions of this Agreement or needed for the other party's performance of its duties and responsibilities hereunder.

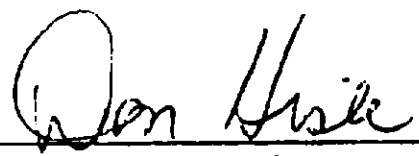
EXECUTED in triplicate by the County of Travis and by the Leander Independent School District on this the _____ day of _____, 2008.

LEANDER INDEPENDENT SCHOOL DISTRICT:

By: 

Don McCall, President

Date:

By: 

Don Hisle, Secretary

Date:

TRAVIS COUNTY, TEXAS

By:
Honorable Samuel T. Biscoe
Travis County Judge

Date: _____

By:
J. Elliott Beck
Assistant County Attorney

Date:
For: David Escamilla
Travis County Attorney

V

RECEIVED
COUNTY JUDGE'S OFFICE

30

08 SEP -8 AM 10:56

Travis County Commissioners Court Agenda Request

Voting Session: September 16, 2008
(Date)

Work Session:
(Date)

I. A. Request made by: Vicki Kennedy for Ronald Earle Phone #: 854-9522
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

CONSIDER AND TAKE APPROPRIATE ACTION ON INTERLOCAL AGREEMENT FOR DOWNTOWN BUSINESS DISTRICT ATTORNEY WITH THE CITY OF AUSTIN

C. Approved by: _____
Signature of Commissioner(s) or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight copies of agenda request and backup).

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

- Jim Connolly, Assistant County Attorney (854-9415)
- Blain Keith, County Auditor's Office (854-9125)
- Katie Petersen Gipson (854-9065)

III. Required Authorizations: Please check if applicable:

- Planning and Budget Office (854-9106)
- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item budget
- Grant
- Human Resources Department (854-9165)
- A change in your department's personnel (reclassifications, etc.)
- Purchasing Office (473-9700)
- Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (854-9415)
- Contract, Agreement, Policy & Procedure



**OFFICE OF THE
DISTRICT ATTORNEY**

P.O. Box 1748 Austin 78767

Telephone 512/854-9400

Telefax 512/854-9695

RONALD EARLE
DISTRICT ATTORNEY

ROSEMARY LEHMBERG
FIRST ASSISTANT

M E M O R A N D U M

TO: Travis County Judge and Commissioners

FROM: Vicki Skinner, District Attorney's Office

Vicki Skinner for Ronald Earle

DATE: September 5, 2008

SUBJECT: Interlocal Agreement for Downtown Business District Attorney

The District Attorney's Office is requesting approval of the attached interlocal agreement with the City of Austin. This Interlocal Agreement for Downtown Business District Attorney continues the funding the District Attorney's Office has received from the City of Austin during the previous six years. It provides \$20,000 each year for FY09 and FY10 and will renew annually for succeeding terms of one year for two consecutive years subject to the availability of funding.

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

The City of Austin interlocal, along with the donations from the Downtown Austin Alliance, have allowed the District Attorney's Office to continue dedicating an ADA to this program. The funds are used to hire temporary staff to assist in covering responsibilities so that an ADA can be assigned to the Downtown Business District.

We appreciate receiving funding from the City of Austin's Police Department and look forward to the continued success of this community-based, multi-organizational approach to eliminating crime in the Downtown Business District.

Downtown Neighborhood District Attorney Initiative Travis County District Attorney's Office August 25th, 2008

Goals of the Downtown Neighborhood DA Initiative:

- Enhance the quality of life
- Reduce crime
- Provide training and education to enhance public safety
- Enhance criminal justice processes
- Partner with community stakeholders

History of Downtown NDA Initiative:

- The Travis County District Attorney's Office was selected as one of ten Community Prosecution Leadership Sites by the Department of Justice in 2001 and awarded funding that was used to help fund the Downtown ADA. (See http://www.ndaa.org/pdf/cp_lessons_from_the_field.pdf).
- Since January 2002, Travis County, the City of Austin and the Downtown Austin Alliance have partnered in funding the position.

Highlights of Downtown NDA Accomplishments:

GOALS:

**Enhance the
quality of life:**

STRATEGIES:

- Created **Burglary of Vehicle strategies** including development of BOV fliers that are placed on vehicles that are potential targets and interviewing BOV offenders to determine more about crime trends, motives, causes, etc. of offending
- Developed **Nuisance Abatement strategies for problem bars** including working closely with APD and TABC and downtown community members to protest liquor license applications, renewals and transfers and participating in mediation for resolution of crime problems in the bars
- Developed **Anti-panhandling strategies** including distribution of flier distributed to bars and businesses downtown and assisting with passage of anti-panhandling city ordinance

Reduce crime:

- **Assisted police on major undercover operations** including reviewing legal aspects of operations and presentation of cases to grand jury for some operations
- **Assisted police at major or high profile crime scenes**
- **Provided targeted prosecution** for high profile crimes (from personal prosecution of serial offenders, repeat drug dealers and violent crime offenders to making initial plea recommendations)
- **Developed Stay-Away Order initiative**, which is a court order as a condition of bond or probation that orders drug dealers to stay-away from the crime area
- **Created Downtown Reentry Initiative at Travis State Jail** which connects felony offenders being released from a prison facility to housing, employment opportunities, clothing and social services to ensure they are not release to downtown homeless shelters, better prepares them for success in the community, and reduces recidivism

Provide training and education to enhance public safety:

- **Reviewed and evaluated felony criminal offenses** with APD detectives to assist in case preparation and analysis of offense
- **Conducted yearly training seminars for downtown sector detectives** on the law of confessions, search and seizure, and other issues
- **Created the Downtown Security and Disaster Preparedness Initiative** including holding a workshop for more than 200 business leaders, local officials and first responders to learn how the public and private sector can work together

Enhance criminal justice processes:

- **Worked with County Attorney and County Court judges to improve filing and dispositions of PI Enhanced cases**
- **Assisted with prosecution of high profile downtown cases**
- **Provided link between police, community, victims and witnesses** to courtroom prosecutors for prosecution assistance

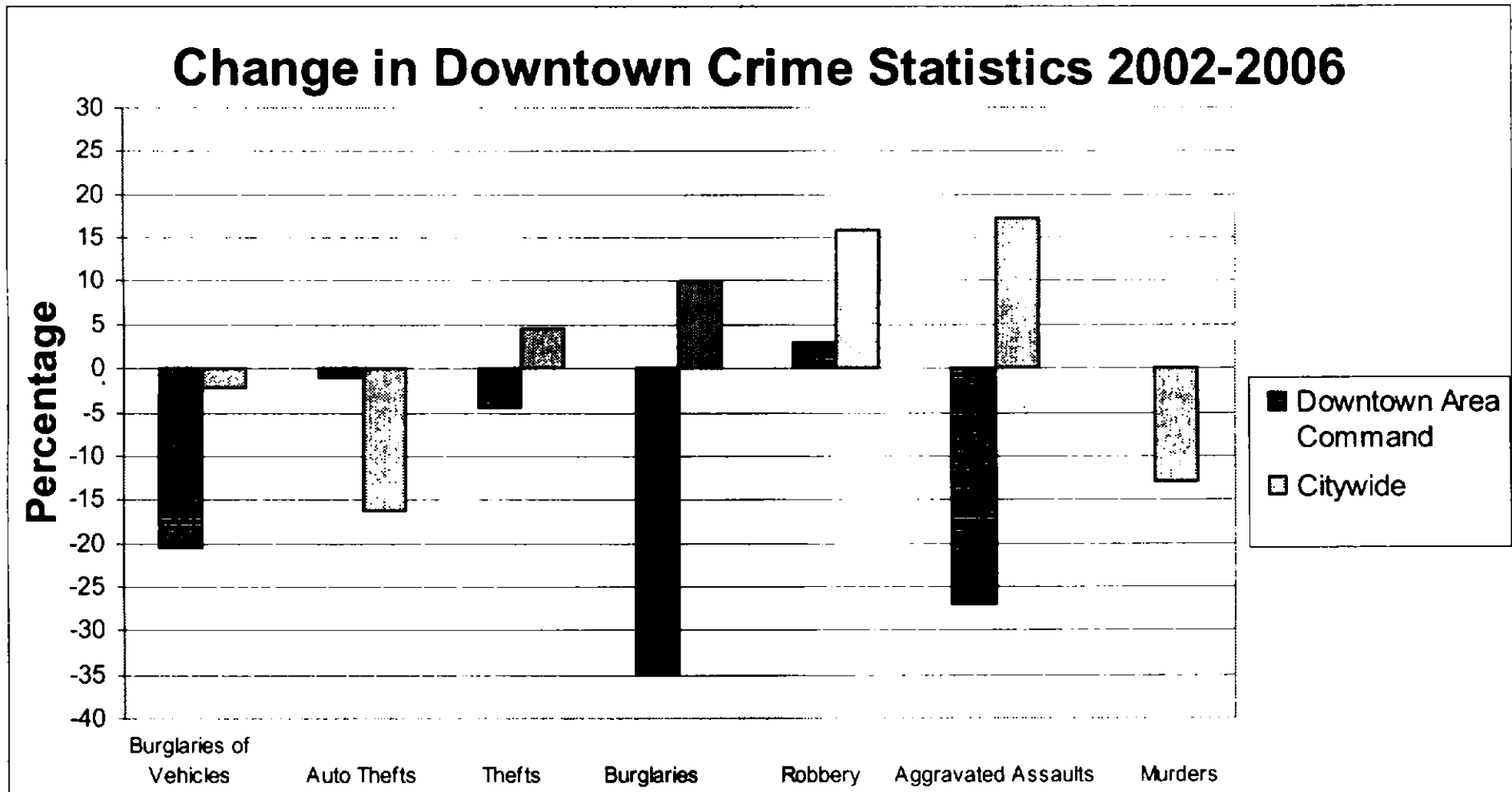
Partner with community stakeholders:

- Created **partnership with APD and TABC** in targeting nuisance bars downtown
- Partnered with community in passage of stricter panhandling laws for downtown
- Held community forums around targeted crime problems and provide crime prevention tips

Impact of the Downtown NDA Initiative:

The Downtown Neighborhood District Attorney Initiative brings the District Attorney's Office, the Austin Police Department and the community stakeholders together to develop collaborative responses to crime and disorder problems.

- **The Downtown Business District crime rate was lower than the city-wide crime rate between 2002 and 2006.** The downtown area command is the only area that has had a dedicated neighborhood prosecutor during this time:



- Notes:
- 1) Source-Austin Police Department
 - 2) No murders in the downtown area 2002 or 2006
 - 3) The chart will be updated with the 2007 and 2008 statistics.

- **The community reports that the NDA has played a role in improving the quality of life in the Downtown area.** In 2003, a qualitative survey was given to police and community stakeholders to gauge the impact of the work of the NDA. The results demonstrated that community stakeholders felt that the quality of life and safety had improved downtown and the NDA did play a role in that improvement:

Perception of quality of life:

2003 Survey	Community Response:
Quality of life downtown greatly or somewhat improved:	79%
Quality of life in West Campus greatly or somewhat improved:	82%

Perception of the impact of the NDA:

	Community Response:
Contact with the NDA was very positive:	95%
NDA has been somewhat or very effective in reducing neighborhood problems:	93%

Downtown NDA impact on quality of life:

The NDA has been somewhat or somewhat effective in impacting:	Community Response:
Problem properties:	49%
Neighborhood problems:	73%
Chronic offenders:	65%
Quality of life downtown:	66%

Note: Another survey is planned for 2009.

- The Downtown NDA has played a leadership role in identifying problems in the geographic area that have lead to implementation of strategies that are impacting jail overcrowding;

1) **Project Recovery:**

The Downtown NDA completed an analysis of PI Enhanced arrests and determined that there was a small number of persons being arrested multiple times in one year for this one offense, indicating that these persons were cycling in and out of jail with no access to treatment services (202 offenders were arrested 728 times for PI Enhanced in 2004 with most arrests occurring downtown). This analysis led to the creation of Project Recovery in an attempt to reduce the number of jail days by chronic offenders and provide services to this hard to serve population to end their offending.

2) Downtown Reentry Initiative

The Downtown NDA determined that the Travis State Jail dropped off released inmates at the downtown homeless shelters when they did not have anyone picking them up for release. This release strategy was bringing a population prone to drug use and selling to be returned directly into an area that is one of the city's hottest areas for drug dealing. The NDA now has created a collaborative partnership where inmates who do not have transportation and housing lined up upon release are interviewed and transition plans are created. The Reentry Initiative is impacting re-arrest and recidivism for persons served, particularly related to offending in the downtown community, which is impacting jail overcrowding (working on enhancement of the project by leveraging some additional resources)

**INTERLOCAL AGREEMENT FOR
DOWNTOWN BUSINESS DISTRICT ATTORNEY**

State of Texas

County of Travis

This Agreement is made and entered into by and between the City of Austin (the "City") and Travis County (the "County"), hereinafter collectively referred to as the "Parties", pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791.

WHEREAS, criminal activity involving violent crimes, drug offenses, firearm violations, and other serious criminal offenses continue to endanger citizens and to harm the quality of life in the Downtown Business District; and

WHEREAS, the Parties desire to address this problem by coordinating their efforts toward reducing violent crime, including the active prosecution of cases involving career criminals, major narcotics, and civil nuisance abatement;

NOW, THEREFORE, the Parties agree as follows:

**I.
PAYMENT AND SERVICES**

The City agrees to and shall pay to the County funds in the amount of \$20,000 annually, for the period October 1, 2008 through September 30, 2010, for one Assistant District Attorney position, which is to be devoted to handling criminal matters in the Downtown Business District.

The County agrees to and shall employ an Assistant District Attorney to work primarily on crimes of violence, career criminal, narcotics and nuisance abatement matters in cooperation with the City and its Police Department. The Assistant District Attorney designated as the Downtown Business District Attorney shall provide services designed to eliminate the illegal activity of known criminals; eliminate activities related to the sale and distribution of narcotics; and eliminate nuisance activities from properties within the City in accordance with applicable laws. The Attorney's services also include advising officers of the Austin Police Department on legal matters associated with defining and preparing a prosecutable case.

It is the expectation of the parties that one individual will be assigned to the position of Downtown Business District Attorney, and that changes in that assignment will be discussed between the Chief of Police and the District Attorney's Office prior to such a change. The Parties agree to communicate with regard to issues of work performance and to resolve such issues by mutual agreement.

**II.
LEGAL RESPONSIBILITIES**

It is expressly understood and agreed that in the execution of this Agreement, no party waives, nor shall be deemed to waive, any immunity or defense otherwise available to it against any claims arising in the exercise of governmental powers and functions.

**III.
TERM AND COMMENCEMENT**

This agreement is effective on October 1, 2008, and will terminate on September 30, 2010, whereupon subject to the availability of funding, the Agreement shall automatically renew for succeeding terms of one year for two consecutive years, unless terminated by either party by the delivery of a notice of termination at least sixty days prior to any renewal date.

**IV.
LEGAL CONSTRUCTION**

If any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision and the Agreement will be construed without the invalid, illegal or unenforceable provision.

**V.
TERMINATION**

This Agreement may be terminated by either party by giving ninety (90) days' written notice to the other party of its intention to terminate. Upon termination, County will, within thirty (30) days from date of termination, return to the City the pro rata share of payments for services to have been provided under this Agreement, from the date of termination to the end of the current year's term.

**VI.
PAYMENTS**

The City shall make payments for the performance of the services under this Agreement from current revenues of the City.

**VII.
NOTICE**

Any notice given hereunder by any party to the other party shall be in writing and may be effected by personal delivery in writing, by registered or certified mail, return receipt

requested, or by fax transmission as evidenced by facsimile confirmation. Notice will be provided to the following persons or their successors:

City of Austin: Art Acevedo
Chief of Police
Austin Police Department
715 East 8th Street
Austin, Texas 78701
Fax: 974-6611

Marc A. Ott
City Manager
P.O. Box 1088
Austin, Texas 78767
Fax: 974-2833

Travis County: Ronnie Earle
District Attorney
509 West 11th Street
Austin, Texas 78701
Fax: 854-9695

Sam Biscoe
Travis County Judge
314 West 11th St., #520
Austin, Texas 78701
Fax: 854-9535

Either party may change its address for service by appropriate notice to these officers shown above.

VIII. ENTIRE AGREEMENT

This is the complete and entire Agreement between the parties with respect to the matters herein and supersedes all prior negotiations, agreements, representations, and understandings, if any. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing and approved by both parties.

IX. ADDITIONAL AGREEMENTS

The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to carry out the purposes of this Agreement.

X. APPLICABLE LAW

This Agreement shall be construed under the laws of the State of Texas. Any suits relating to this Agreement will be filed in a district court of Travis County, Texas.

XI.
NO THIRD PARTY RIGHTS

Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

COUNTY OF TRAVIS

CITY OF AUSTIN

Sam Biscoe, County Judge

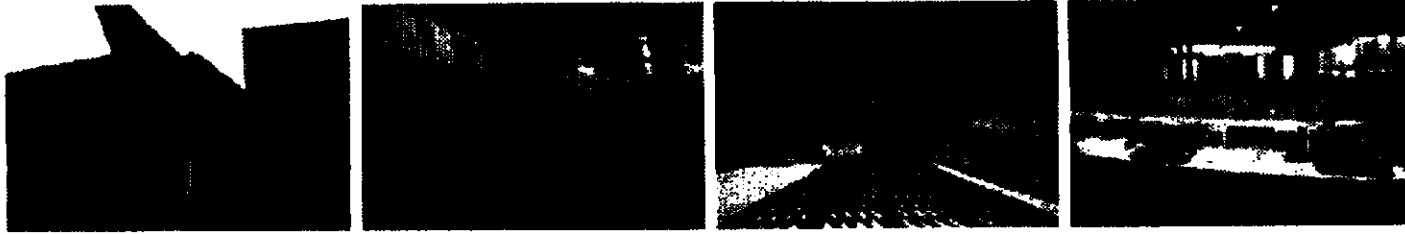
Marc A. Ott, City Manager

Date: _____

Date: _____

A U S T I N C I T Y C O U N C I L

AGENDA



Thursday, August 28, 2008

+ [Back](#) [Print](#)

Police
RECOMMENDATION FOR COUNCIL ACTION

ITEM No. 25

Subject: Authorize the negotiation and execution of a two-year Interlocal Agreement with Travis County in the amount of \$40,000 for one Assistant District Attorney position, which is to be devoted to handling criminal matters in the Downtown Business District.

Amount and Source of Funding: Funding is contingent upon available funds in future budgets.

Fiscal Note: A fiscal note is not required.

**Additional Backup
Material**

(click to open)

D Interlocal Agreement

For More Information: Chief of Staff David Carter/974-6866

Since 2003, the City of Austin and Travis County have shared the cost of one Assistant District Attorney position, which is devoted to handling criminal matters in the Downtown Business District. The current Interlocal agreement, which has been in effect since 2003, will expire on September 30, 2008. City staff has met with Travis County personnel the past year to review current procedures, recommended changes to those procedures, and methods of cost allocation. City staff concluded that it would be appropriate to enter into a new Interlocal Agreement with Travis County. The Agreement has been prepared through a negotiation process.

The proposed Interlocal agreement would be effective on October 1, 2008, for a term of two years from its effective date, and would automatically renew annually for two additional years unless terminated by either party.

Under the Agreement, the City will pay the County a total of \$20,000 annually for the two-year period of the agreement. If the city and county opt to renew, the City will pay the County \$20,000 annually for up to two additional years.

The Assistant District Attorney will work primarily on crimes of violence, career criminal, narcotics and nuisance abatement matters in cooperation with the City and its Police Department. The Assistant District Attorney designated as the Downtown Business District Attorney shall provide services designed to eliminate the illegal activity of known criminals; eliminate activities related to the sale and distribution of narcotics; and eliminate nuisance activities from properties within the City in accordance with applicable laws. The Attorney's services also include advising officers of the Austin Police Department on legal matters associated with defining and preparing a prosecutable case.

Item # 31

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for **VOTING SESSION: September 16, 2008**

A. REQUEST MADE BY: Sheriff Greg Hamilton
(Elected/Appointed Official/Executive Mgr/County Attorney)

B. REQUESTED TEXT: Consider and take appropriate action on request in accordance with Budget Rules related to travel; to authorize the County Auditor's Office to process travel requests for travel by non-County employees to the National Metal Theft Investigations Seminar in Orlando, Florida.

COUNTY JUDGE OR COMMISSIONER

- A. Any backup material to be presented to the Court must be submitted with this Agenda Request (Original(s) & 8 copies).**
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. The originating department should send a copy of this Agenda Request and backup to them:**

County Auditor's Office - Sean O'Neal - 4-9180

REQUIRED AUTHORIZATIONS: PLEASE CHECK IF APPLICABLE:

- Additional funding for any department or for any purpose**
- Transfer of existing funds within or between any line item budget**
- Grant**

PURCHASING OFFICE (854-9700)

Bid, Purchase Contract, Request for Proposals

COUNTY ATTORNEY'S OFFICE (854-9415)

Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesday at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

08 SEP - 8 AM 11:00
COUNTY ATTORNEY



JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON
TRAVIS COUNTY SHERIFF

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

SCOTT BURROUGHS
Major - Law Enforcement

DARREN LONG
Major - Corrections

MARK SAWA
Major - Administration & Support

September 11, 2008

MEMORANDUM

**To: Judge Sam Biscoe
Commissioner Ron Davis
Commissioner Sarah Eckhart
Commissioner Gerald Daugherty
Commissioner Margaret Gomez**

From:

Subject: Authority to process Travel Requests for Non-County Employees

On August 26th, 2008, the Commissioner's Court approved, on consent, a donation from AT&T (item # 24) for funds to send members of the local Copper Theft Task Force to training in Orlando, Florida on September 23-24, 2008. The attendees to the training include two Austin Police Department Officers, one Parks and Wildlife Officer and three Travis County Sheriff's Deputies.

In accordance with the Travis County Budget Rules for 2008, page 17, we are asking authorization for the County Auditor to process the travel requests for travel by non-county employees. The request includes transportation, lodging and registration. All travel related to this trip will be paid for from the donation and no county funds will be used.



GREG HAMILTON
TRAVIS COUNTY SHERIFF


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

JAMES SYLVESTER
Chief Deputy

DARREN LONG
Major - Corrections

SCOTT BURROUGHS
Major - Law Enforcement

MARK SAWA
Major - Administration & Support

TO: Travis County Auditor
FROM: Michael G Hemby 783, Research and Planning 
SUBJECT: Revenue Certification AT&T Donation
DATE: August 26, 2007

In response to the recently awarded grant contract, we would request revenue certification for:

Project Title:	AT&T Donation for Attendance at National Metal Theft Investigator's Seminar
Program:	Copper Theft Task Force
Grantor:	AT&T
Donation:	\$5,000
Match:	\$0
In Kind Match:	\$0
Total Project Cost:	\$5,000

If you have any questions please feel free to contact my office at 854-4924.

#33

Travis County Commissioners Court Agenda Request

Voting Session 9/16/08
(Date)

Working Session 9/16/08
(Date)

I. A. Request made by: COUNTY ATTORNEY FT Phone # 854-9513

Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

RECEIVE BRIEFING FROM COUNTY ATTORNEY AND/OR TAKE APPROPRIATE ACTION IN; NOTICE OF CLAIM FILED BY DAN ARMSTRONG, TRACY EVENSON, JOHN HARDESTY, MIKE COWDEN, STEVE URIAS, AND ROBERT HAWKINS REGARDING ARREST REVIEW AREA AT THE TRAVIS COUNTY JAIL (EXECUTIVE SESSION ALSO, PURSUANT TO TEX. GOVT. CODE ANN., SECTIONS 551.071(1)(A) AND 551.071(1)(B)).

C. Approved by: _____
Signature of Commissioner(s) or County Judge

- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight copies for agenda request and backup).
- B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them.

Dan Mansour, Risk Management, 854-9499
Sheriff Greg Hamilton, TCSO, 854-9788

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

- _____ Additional funding for any department or for any purpose
- _____ Transfer of existing funds within or between any line item budget
- _____ Grant

Human Resources Department (854-9165)

- _____ A change in your department's personnel (reclassifications, etc.)

Purchasing Office

- _____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9513)

- _____ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGES OFFICE
08 SEP -9 PM 1:19

AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits should be submitted to the County Judge's Office no later than 5:00 PM on Monday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

34

Voting Session: September 16, 2008

A. Request made by: Travis County Attorney's Office

Gary Duncan Martin, ACA

Tel: 854-9510

By: *Gary Duncan Martin*

B. Requested text:

Consult with attorney and receive legal advice regarding the legal issues between Travis County Tax Assessor-Collector Nelda Wells Spears and the State of Texas Comptroller of Public Accounts regarding Motor Vehicle Sales and Use Taxes paid to the State on returned NSF checks for the period of January 1, 1997 through December 31, 2005 as reflected in the Comptroller's Decision in Case No. 47,474, and take appropriate action.

Executive Session requested under Gov't Code Ann 551.071, Consultation with Attorney

C. Approved by:

Signature of Commissioner or Judge

Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies):

See attachments:

- Cover letter dated May 20, 2008 with attached Comptroller's Decision

List of all agencies or officials' names and telephone numbers involved with this request. Please send a copy of this Agenda Request and backup to them:

Nelda Wells-Spears	Tel: 854-9742
Richard McClendon	Tel: 854-9268
Dusty Knight	Tel: 854-9702
Kevin Morse	Tel: 854-9636
Elliott Beck	Tel: 854-9565

RECEIVED
COUNTY CLERK'S OFFICE
08 SEP -8 PM 1:40

S U S A N

C O M B S

TEXAS COMPTROLLER of PUBLIC ACCOUNTS

P.O. Box 13528 • AUSTIN, TX 78711-3528



May 20, 2008

Mr. Gary D. Martin
Assistant Travis County Attorney
County of Travis
P. O. Box 1748
Austin, TX 78767

Re: Nelda Wells Spears
Hearing No. 47,474
Taxpayer No. 3-01-1514103-5

The Comptroller's Decision for the above referenced hearing, which reflects a zero amount due, is enclosed. The decision includes the Comptroller's ruling on all timely filed exceptions to the Proposed Comptroller's Decision issued on January 10, 2007. Except for the following changes (and minor changes to correct typographical or clerical errors), the decision is identical to the Proposed Comptroller's Decision:

- Finding of Fact No. 4 and the recommendation section have both been modified to state that refunds will be allowed for transactions that occurred within four years preceding the date of the refund claim.

Unless a motion for rehearing is timely filed, the decision will become final on June 12, 2008. A motion for rehearing can only be filed with the Special Counsel for Contested Cases at P.O. Box 13528, Austin, TX 78711.3528 or by facsimile at 512.463.4902. If you have any questions about the procedures for filing a motion for rehearing, you may contact the Assistant General Counsel, DeAnne Z. Cummings-Scott, by calling toll-free 800.531.5441, extension 5.8607. The regular number is 512.305.8607.

Ashley Harden
Special Counsel for Contested Cases

cc: DeAnne Z. Cummings-Scott, Representing Tax Division
Nelda Wells Spears

I manage #181,381

HEARING NO. 47,474

RE: NELDA WELLS SPEARS	§	BEFORE THE COMPTROLLER
	§	OF PUBLIC ACCOUNTS
	§	OF THE STATE OF TEXAS
	§	
	§	ALVIN STOLL
	§	Administrative Law Judge
TAXPAYER NO: 3-01-1514103-5	§	
AUDIT OFFICE: AUSTIN	§	DEANNE Z. CUMMINGS-SCOTT
AUDIT PERIOD: JANUARY 1, 1997	§	Representing Tax Division
THROUGH DECEMBER 31, 2005	§	
MOTOR VEHICLE SALES AND USE (TAC)	§	GARY D. MARTIN
TAX/RFD	§	Representing Claimant

COMPTROLLER’S DECISION

PRELIMINARY DISCUSSION:

A hearing was held on December 1, 2006. The Tax Division of the Comptroller of Public Accounts was represented by Assistant General Counsel DeAnne Z. Cummings-Scott, who called as a witness Curt Swenson, a Comptroller Tax Policy Specialist. Claimant was represented by Gary Duncan Martin, an Assistant County Attorney for Travis County, who called as a witness Richard McClendon, a financial manager for the Travis County Tax Assessor-Collector.

Official Notice has been taken of Comptroller records pertinent to Claimant and the issues in this case. Unless otherwise indicated, Section references are to Title 2, Texas Tax Code Ann. (Vernon 2002) and Rule references are to Sections of Title 34, Texas Administrative Code.

On January 29, 2007, Claimant filed Exceptions to the January 10, 2007, Proposed Comptroller’s Decision. The Tax Division filed its Response to these Exceptions on February 6, 2007. The ALJ and the Comptroller have considered the Claimant’s Exceptions and the Tax Division’s Response, and this decision represents the ruling thereon.

CLAIMANT’S CONTENTION:

Tax credits should be allowed without regard to any statute of limitations.

FINDINGS OF FACT:

1. Nelda Wells Spears (“Claimant”) is the Tax Assessor-Collector for Travis County, Texas.

2. Claimant collected motor vehicles sales taxes for motor vehicles that were titled and registered in Travis County. For some transactions, Claimant accepted personal checks from motor vehicle dealers or purchasers in payment of taxes. Claimant remitted the tax to the Comptroller within 24 hours of collection as required by law.

3. Some of the personal checks subsequently proved to be uncollectible for insufficient funds. Consequently, on October 18, 2005, Claimant filed a "funds adjustment" request. Claimant stated that it had accepted checks as payments for motor vehicle taxes for the period from January 1, 1997 through the date of the letter. Claimant submitted a schedule of checks returned for insufficient funds for which it requested a credit of \$26,105.98.

4. On December 29, 2005, the Comptroller's Tax Policy Division notified Claimant that no credits would be allowed for insufficient funds transactions that occurred more than four years ago. Furthermore, no credits were allowed for transactions in which insufficient funds checks were accepted within the four years immediately preceding Claimant's funds adjustment request on October 18, 2005.

5. Claimant obtained the proper identification from the persons who wrote the insufficient funds checks, and Claimant undertook appropriate collection actions against such persons.

6. The Comptroller's prior policy has been that refund or credit claims with regard to insufficient funds checks must be filed within four years from the date the amounts were originally due.

7. The Comptroller audited Claimant for motor vehicle sales and use tax compliance for the period January 1, 2001 through March 31, 2004. A notice of audit results dated October 1, 2004 stated that "no additional taxes are due."

DISCUSSION AND CONCLUSIONS OF LAW:

Claimant's contention should be denied.

At issue is the limitations period, if any, to be applied to Claimant's request for a credit or refund for motor vehicles sales taxes that Claimant remitted to the Comptroller but for which it did not receive payment because the vehicle purchasers or dealers wrote checks that were dishonored for insufficient funds. As the tax assessor-collector for Travis County, Claimant is required to collect and remit motor vehicle sales tax on motor vehicles to be registered in the county. SECTION 152.041(a). The Tax Division agrees that Claimant generally complied with the law and the applicable procedures regarding collection and remittance of taxes. The only disputed matter is whether Claimant's request for a credit or refund for dishonored checks, to which it was otherwise entitled, can be allowed when the request was not made within the four-year statute of limitations in the Tax Code. See SECTIONS 111.104, 111.107, and 111.201. The Tax Division takes the position that the portion of the refund claim that relates to amounts due more than four years ago must be denied. Claimant on the other hand contends that, since this is a balancing of public accounts between two governmental agencies that have shared responsibilities for administering motor vehicle taxes and fees, it is strictly speaking not a tax matter and is not subject to the statute of limitations

found in the Tax Code. More specifically, Claimant contends that those provisions do not apply because it is not a taxpayer as that term is used in the Tax Code, and that the amounts for which a credit or refund is sought are not taxes because payment was never received. Claimant further contends that its claim is not barred by any other applicable limitations period.

Under the motor vehicle sales and use tax statutes, the tax is imposed on the purchaser of the vehicle and shall be paid by the purchaser. SECTION 152.021(a). However, when a vehicle is purchased from a licensed motor vehicle dealer, the dealer is required to add the tax to the sales price. SECTION 152.0411. In either case, the purchaser or dealer must pay the tax to the county tax assessor-collector in the county in which the vehicle is to be registered. SECTION 152.041(a). The county tax assessor-collector may not accept an application for title until the tax is paid. SECTION 152.041(b). The county tax assessor-collector may accept personal checks in payment of the tax if adequate identification is obtained, including the payor's name, address, and telephone number, a driver's license number, and the vehicle license plate number. Rule 3.75(d); LOCAL GOV'T CODE §§ 130.002 and 130.005. The county tax assessor then remits the motor vehicle sales taxes to the Comptroller. For counties with large tax collections, such as Claimant, the taxes must be remitted on a daily basis as received. SECTION 152.121(a).

The Comptroller's powers and duties with respect to the motor vehicles sales tax are also set forth in the statutes. Section 111.001 states that the Comptroller shall "collect the taxes imposed by this title except as otherwise provided by this title." The Comptroller is directed to supervise motor vehicles sales tax collection and to establish rules for administration. SECTION 152.003. The Comptroller has the authority to audit county tax assessor-collectors with regard to collection and remittance of motor vehicle sales taxes. *See* SECTIONS 111.003(a)(3) and 152.003(a); *see also* Comptroller's Decisions Nos. 25,232 (1989). The Comptroller reviews claims for refund or credit from county tax-assessors with regard to insufficient funds checks. The Tax Division's witness testified that the Comptroller's policy has been that such claims must be filed within four years from the date the amounts were due originally due.

The relevant Tax Code statutes provide for tax credits or refunds if the Comptroller finds that an amount of tax has "been unlawfully or erroneously collected." SECTION 111.104(a). Section 111.104(b) further states a tax refund claim may be filed by "the person who directly paid the tax or by the person's attorney, assignee, or other successor." Such credit or refund claims must be filed before the expiration of the four-year limitations for tax assessments. SECTIONS 111.104(b)(3), 111.107, and 111.201. Claimant contends that it, as a governmental entity that collects taxes that are ultimately paid by others, is not a taxpayer, or a person who has paid a tax, as those terms are used in the Tax Code. That proposition, however, is not supported by the statutes and other legal authority. The Tax Code provisions apply to matters concerning the administration, collection, and enforcement of all taxes, fees, and charges that the Comptroller is required to collect or administer. *See* SECTIONS 111.021 and 111.022. A "taxpayer" is "person liable for a tax, fee, assessment, or other amount imposed by a statute or under the authority of a statutory function administered by the comptroller." SECTION 111.003(8). Claimant has a statutory function with regard to collecting and remitting motor vehicle sales taxes, and Claimant may be directly liable for the taxes in some instances – for example, if a check is accepted without proper identification from the person writing the check. *See* LOCAL GOV'T CODE § 130.005. In *Cornyn v. County of Hill*, 10 S.W. 3d 424 (Tex. App. – Waco 2000, no pet.), it was held that a county that collected certain law enforcement fees was

both a person and a taxpayer for Tax Code purposes. That holding is consistent with the statutes and is directly contrary to Claimant's position.

Claimant further contends that the amounts in dispute are not taxes because they were paid from County funds and were never recovered from the persons who wrote the insufficient funds checks. However, in specific statutes regarding checks accepted by county tax assessor-collectors in payments of taxes and fees, any fees or taxes paid by check are characterized as a "conditional payment" of taxes. LOCAL GOV'T CODE §§ 130.004, 130.0045, and 130.0046. A county tax assessor-collector who accepts payment of a tax or fee by check is not liable when the check is subsequently dishonored as long as the tax assessor-collector obtained the necessary identification at the time of the transaction and did not know or could not have reasonably known that the check was not properly drawn. LOCAL GOV'T CODE § 130.005. The fee or tax is not considered paid until a check is honored by the bank. LOCAL GOV'T CODE § 130.003. If a check is not honored, the county tax assessor-collector is not required to remit the amount, but the transaction must be reported to the Comptroller, and the Comptroller is directed to assist in collection. LOCAL GOV'T CODE § 130.007. Claimant, due to the large number of vehicle registrations, is among the counties that is required to remit the tax within 24 hours. Therefore, in almost all instances, Claimant would have remitted the conditional tax amount before determining that the check was uncollectible. Claimant's remedy is to seek a credit or refund of the tax for which conditional payment was received by a check subsequently dishonored. Such claims are made under the Tax Code and are subject to the Tax Code statute of limitations.

The statute of limitations serves valid policy objectives with regard to motor vehicle sales tax administration because timely reporting of bad checks allows the Comptroller to assist in collection efforts, and untimely claims for credits or refunds are often more difficult to verify. These considerations and the statutes and other authority support the Tax Division's position in this case. For that reason, it is not necessary to address the Tax Division's alternative contention that the claim is also barred under Government Code § 403.077 (Comptroller may refund money collected or received by a state agency through mistake of fact or law, but any refund claim must be made within four years from the date on which the money was received or due).

RECOMMENDATION:

On the basis of the foregoing Findings of Fact and Conclusions of Law the claim for refund or credit should be granted only for the insufficient funds checks accepted within the four years immediately preceding October 18, 2005, but denied for all other insufficient funds checks.

ALVIN STOLL
Administrative Law Judge

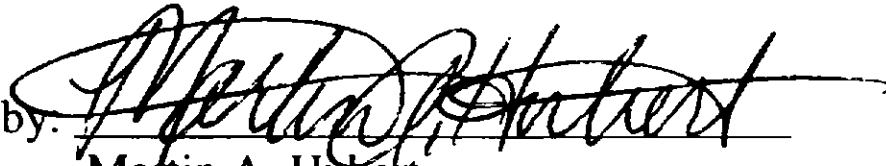
Hearing No. 47,474

ORDER OF THE COMPTROLLER

The above decision is approved and adopted in all respects. This decision becomes final twenty days after the date Claimant receives notice of this decision. If either party desires a rehearing, that party must file a Motion for Rehearing, which must state the grounds for rehearing, no later than twenty days after the date Claimant receives notice of this decision. Notice of this decision is presumed to occur on the third day after the date of this decision.

Signed on this 20th day of May 2008.

SUSAN COMBS
Texas Comptroller of Public Accounts

by: 
Martin A. Hubert
Deputy Comptroller

TEXAS NOTIFICATION OF HEARING RESULTS - Attachment A

STATEMENT DATE
May 29, 2008

Taxpayer Name and Mailing Address

NELDA WELLS SPEARS
PO BOX 1748
AUSTIN, TX 78767-1748

Taxpayer Number
3-01151-4103-5

Hearing Number
47474

Type of Tax
MV SALES TAX TAC

Audit Period
01-01-1997 THRU 12-31-2005

FIGURES WERE AMENDED

TAX		TOTAL
CREDIT/REFUND DUE	\$	4,664.67CR
	\$	4,664.67CR

IN ACCORDANCE WITH TEX. TAX CODE ANN. SEC. 111.104(a), ANY TAX CREDIT/REFUND AMOUNTS SHOW DUE AND PAYABLE TO YOU WILL BE CREDITED AGAINST ANY LIABILITY YOU PRESENTLY OWE TO THE COMPTROLLER OF PUBLIC ACCOUNTS. ANY CREDIT AMOUNT REMAINING AFTER ALL LIABILITIES HAVE BEEN SATISFIED WILL BE REFUNDED TO YOU.

For information call 1-800-531-5441, extension 3-3900 toll free nationwide, or call 512/463-3900.

05/29/2008

36

RECEIVED
COUNTY JUDGES OFFICE

Travis County Commissioners' Court Agenda Request

08 SEP 10 PM 2:39
Work Session _____
(Date)

Voting Session: September 16, 2008
(Date)

I. A. Request made by: Joseph P. Gieselman, Executive Manager Phone # 854-9383
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text: Consider and take appropriate action on purchase of land from the Comanche Trail Conservation Fund and Joseph F. Lucas in connection with the Balcones Canyonlands Conservation Plan.
(Executive session pursuant to Tex. Gov't Code Section 551.072.)

C. Approved by: _____
Gerald Daugherty, Commissioner Precinct 3

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight (8) copies of agenda request and backup).

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

John Hille	854-9415	Kevin Connally	854-9383
Melinda Mallia	854-9383	Lisa Dean	854-9383
Jon White	854-9383	Rose Farmer	854-9383

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)

- _____ Additional funding for any department or for any purpose
- _____ Transfer of existing funds within or between any line item budget
- _____ Grant

Human Resources Department (473-9165)

- _____ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (473-9700)

- _____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)

- X Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with the backup memorandum and exhibits should be submitted to the County Judges Office no later than 5:00 PM on Monday for the following weeks meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Voting Session: September 16, 2008

A. Request made by: Stephen H. Capelle, Asst. County Atty Phone #: 854-9513
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text: **CONSIDER BRIEFING FROM THE COUNTY ATTORNEY REGARDING THE PENDING LITIGATION IN TRAVIS COUNTY, TEXAS AND STATE OF TEXAS VS. COLDWATER DEVELOPMENT LTD. AND RODMAN EXCAVATION, INC., ET AL. AND/OR TAKE APPROPRIATE ACTION. (EXECUTIVE SESSION ALSO, PURSUANT TO TEX. GOVT. CODE ANN., SECTIONS 551.071(1)(A) AND 551.071(1)(B))**

C. Approved by: _____
Signature of Commissioner or Judge

- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

Joe Gieselman, Executive Mgr., TNR, 854-9383

III. Required Authorizations: Please check if applicable.

- Planning and Budget Office (854-9106)
- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item
- Grant

- Human Resources Department (854-9165)
- Change in your department's personnel (reorganization, restructuring etc.)

- Purchasing Office (854-9700)
- Bid, Purchase Contract, Request for Proposal, Procurement

- County Attorney's Office (854-9415)
- Contract, Agreement, Policy & Procedure

08 SEP 10 AM 10:52
RECEIVED
COUNTY JUDGE'S OFFICE

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 3:00pm on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

C2

Travis County Commissioners Court Agenda Request

Voting Session Tuesday, September 16, 2008
(Date)

Work Session _____
(Date)

I. A. Request made by: Gillian Porter Phone: 854-4722
Commissioners Court Specialist
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Commissioners Court Minutes for the
Voting Session of August 26, 2008**

C. Approved By: 
Dana DeBeauvoir, Travis County Clerk

II. A. Backup memorandum and exhibits should be attached and submitted with this
Agenda Request (Original and eight copies)

B. Please list all of the agencies or officials' names and telephone numbers that might be
affected or be involved with the request. Send a copy of this Agenda Request and
backup to them.

III. Is back-up material attached? YES

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum
and exhibits, should be submitted to the County Judge's Office no later than 12:00 PM on
Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the
next meeting.

MINUTES OF MEETING AUGUST 26, 2008

TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 26th day of August 2008, the Commissioners' Court convened the Voting Session at 9:17 AM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court record notes that Precinct Three Commissioner Gerald Daugherty was not present during this Voting Session.

The Commissioners Court recessed the Voting Session at 12:24 PM.

The Commissioners Court, meeting as the Travis County Housing Finance Corporation, convened at 1:52 PM and adjourned at 1:59 PM.

The Commissioners Court, meeting as the Travis County Health Facilities Development Corporation, convened at 1:59 PM and adjourned at 2:00 PM.

The Commissioners Court reconvened the Voting Session at 2:00 PM.

The Commissioners Court retired to Executive Session at 2:40 PM.

The Commissioners Court reconvened the Voting Session at 4:09 PM.

The Commissioners Court adjourned the Voting Session at 4:12 PM.

CITIZENS COMMUNICATION

Members of the Court heard from: Gus Peña, Travis County Resident; and Stuart Gerstacker, Travis County Resident. (9:19 AM)

Clerk's Note: Citizens Communication was revisited at 9:31 AM.

Members of the Court heard from: Jennifer Gale, Travis County Resident. (9:31 AM)

CONSENT ITEMS

Motion by Commissioner Davis and seconded by Commissioner Gómez to approve the following Consent Items: C1, C3, C4 and Items 2, 3, 4, 5.A&B, 7, 8, 10, 11, 12, 14, 15, 17, 19, 20, 21, 23, 24.A&B, 24.E, 26, 27, 30, 31, and 34. (9:28 AM)

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Gerald Daugherty	absent
	Precinct 4, Commissioner Margaret J. Gómez	yes

C1. RECEIVE BIDS FROM COUNTY PURCHASING AGENT.

C2. APPROVE CORRECTED COMMISSIONERS COURT MINUTES FOR VOTING SESSION OF JULY 29, 2008 (TYPOGRAPHICAL ERROR IN CONSENT ITEM VOTE). (4:09 PM)

Motion by Commissioner Davis and seconded by Commissioner Gómez to approve Item C2.

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	abstain
	Precinct 3, Commissioner Gerald Daugherty	absent
	Precinct 4, Commissioner Margaret J. Gómez	yes

C3. APPROVE COMMISSIONERS COURT MINUTES FOR VOTING SESSION OF AUGUST 5, 2008.

C4. APPROVE SETTING A PUBLIC HEARING DATE FOR SEPTEMBER 30, 2008, TO RECEIVE COMMENTS REGARDING A PLAT FOR RECORDING IN PRECINCT THREE: REVISED PLAT OF LOT 1, BLOCK A, ANGEL BAY SUBDIVISION. (COMMISSIONER DAUGHERTY)

SPECIAL ITEMS

- 1. CONSIDER AND TAKE APPROPRIATE ACTION ON AN ORDER PROHIBITING OUTDOOR BURNING IN THE UNINCORPORATED AREAS OF TRAVIS COUNTY. (9:35 AM)

Members of the Court heard from: Pete Baldwin, Emergency Management Coordinator, Travis County Emergency Services.

Motion by Judge Biscoe and seconded by Commissioner Davis that we follow Staff's recommendation and lift the ban.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

RESOLUTIONS AND PROCLAMATIONS

- 2. APPROVE RESOLUTION SUPPORTING THE DISCONTINUATION OF THE DIVERSION OF TRANSPORTATION USER REVENUES TO NON-TRANSPORTATION USES AND THE APPROPRIATION OF ALL REVENUE GENERATED FROM HIGHWAY USER FEES AND TAXES TO FUND TRANSPORTATION PROJECTS. (9:28 AM)

Clerk's Note: Item 2 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 3. APPROVE PROCLAMATION DESIGNATING MONDAY, SEPTEMBER 22, 2008 AS "FAMILY DAY – A DAY TO EAT DINNER WITH YOUR CHILDREN." (9:28 AM)

Clerk's Note: Item 3 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

4. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM MEALS ON WHEELS AND MORE FOR RESOLUTION TO THE TEXAS DEPARTMENT OF AGRICULTURE IN SUPPORT OF A GRANT. (9:28 AM)

Clerk's Note: Item 4 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

JUSTICE AND PUBLIC SAFETY ITEMS

5. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING FORM AGREEMENTS BETWEEN EMERGENCY SERVICES DISTRICTS, OTHER GOVERNMENTAL ENTITIES AND TRAVIS COUNTY: (9:28 AM)
 - A. INTERLOCAL COOPERATION AGREEMENT FOR USE OF REVENUE RETURNED UNDER RULE 251.3 BY TRAVIS COUNTY EMERGENCY DISTRICTS; AND
 - B. INTERLOCAL COOPERATION AGREEMENT FOR USE OF REVENUE RETURNED UNDER RULE 251.3 BY NAME OF GOVERNMENT ENTITY.

Clerk's Note: Items 5.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 6. CONSIDER AND TAKE APPROPRIATE ACTION ON MEMORANDUM OF UNDERSTANDING BETWEEN TRAVIS COUNTY, TEXAS TASK FORCE ON INDIGENT DEFENSE, TEXAS DEPARTMENT OF STATE HEALTH SERVICES AND TEXAS A&M UNIVERSITY PUBLIC POLICY RESEARCH INSTITUTE FOR A PROPOSED EVALUATION OF THE TRAVIS COUNTY MENTAL HEALTH PUBLIC DEFENDERS' OFFICE. (2:00 PM)

Members of the Court heard from: Roger Jefferies, Executive Manager, Justice and Public Safety (JPS); and Melissa Shearer, Attorney, Mental Health Public Defender's Office.

Motion by Commissioner Davis **and seconded by** Commissioner Gómez to approve Item 6.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

PURCHASING OFFICE ITEMS

- 7. APPROVE CONTRACT AWARD FOR CONSTRUCTION SERVICES FOR THE 2008 HMAC OVERLAY PROGRAM FOR TRAVIS COUNTY PARKS, IFB NO. B080204LP, TO THE LOW BIDDER, JD RAMMING PAVING. (TRANSPORTATION AND NATURAL RESOURCES) (9:28 AM)

Clerk's Note: Item 7 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 8. APPROVE TWELVE-MONTH EXTENSION (MODIFICATION NO. 5) TO CONTRACT NO. 03T002880J, APPRISS, INC., FOR THE TEXAS VINE SERVICES AGREEMENT. (SHERIFF'S OFFICE, INFORMATION AND TELECOMMUNICATIONS SYSTEMS) (9:28 AM)

Clerk's Note: Item 8 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

9. A. APPROVE TWELVE-MONTH EXTENSION (MODIFICATION NO. 1) TO CONTRACT NO. 07T00006OJ, ARTHUR J. GALLAGHER, FOR AVIATION INSURANCE COVERAGE; AND
- B. REJECT TRIA COVERAGE (TERRORISM COVERAGE) AND AUTHORIZE THE COUNTY JUDGE TO SIGN THE TRIA DISCLOSURE FORM. (HUMAN RESOURCES MANAGEMENT DEPARTMENT) (9:18 AM)

Items 9.A&B were postponed.

10. DECLARE CERTAIN EQUIPMENT AS SURPLUS PROPERTY AND AUTHORIZE SAME TO BE DISPOSED OF THROUGH DELL, INC. PURSUANT TO SECTION 263.152 OF THE TEXAS LOCAL GOVERNMENT CODE. (PURCHASING) (9:28 AM)

Clerk's Note: Item 10 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

11. APPROVE MODIFICATION NO. 8 TO CONTRACT NO. 07K00254RV, STEWART BUILDERS, LTD., FOR CONSTRUCTION OF NEW BUILDINGS FOR THE TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT'S EASTSIDE SERVICE CENTER. (FACILITIES MANAGEMENT) (9:28 AM)

Clerk's Note: Item 11 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

12. APPROVE MODIFICATION NO. 1 TO CONTRACT NO. PS080198ML, FAIRFAX IDENTITY SERVICES, FOR DNA TESTING SERVICES. (DISTRICT ATTORNEY'S OFFICE) (9:28 AM)

Clerk's Note: Item 12 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

13. APPROVE SOLE SOURCE EXEMPTION AND CONTRACT WITH UNISYS CORPORATION FOR THE DORADO 400 SERIES SERVER AND SAN SYSTEMS. (INFORMATION AND TELECOMMUNICATIONS SYSTEMS) (9:18 AM)

Item 13 was postponed.

- 14. APPROVE CONTRACT AWARD FOR SIX (6) PANEL URINALYSIS DRUG SCREEN CUPS, IFB NO. B0802190J, TO THE QUALIFIED LOW BIDDER, COMPLIANCE CONSORTIUM CORPORATION. (JUVENILE PROBATION) (9:28 AM)

Clerk's Note: Item 14 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 15. APPROVE MODIFICATION NO. 1 TO INTERLOCAL AGREEMENT NO. IL08007VR, HAYS COUNTY JUVENILE CENTER, FOR RESIDENTIAL TREATMENT SERVICES TO JUVENILE OFFENDERS. (JUVENILE PROBATION) (9:28 AM)

Clerk's Note: Item 15 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 16. CONSIDER AND TAKE APPROPRIATE ACTION TO SELECT FIRM TO PROVIDE LEGISLATIVE ADVOCACY SERVICES AND AUTHORIZE THE PURCHASING AGENT TO BEGIN NEGOTIATIONS. (2:32 PM)

Members of the Court heard from: John Hille, Assistant County Attorney.

Motion by Judge Biscoe and seconded by Commissioner Gómez to approve the Purchasing Agent to begin negotiations with the Santos Alliance.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

Clerk's Note: The Court directed Staff to work with the Santos Alliance on the legislative wish list to speed up the learning curve.

- 17. APPROVE ISSUANCE OF JOB ORDER NO. 4, MINOR CONSTRUCTION AND RENOVATION SERVICES, CONTRACT NO. 07K00308RV, TRIMBUILT CONSTRUCTION, INC. (FACILITIES MANAGEMENT) (9:28 AM)

Clerk's Note: Item 17 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

TRANSPORTATION AND NATURAL RESOURCES DEPT. ITEMS

- 18. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO NOTIFY RESIDENTS OF THE NEW FEMA FLOOD INSURANCE RATE MAP AND FLOOD INSURANCE STUDY FOR TRAVIS COUNTY AND THE PROPOSED FLOODPLAIN REGULATION FOR TRAVIS COUNTY. (2:05 PM)

Members of the Court heard from: Joe Gieselman, Executive Manager, Transportation and Natural Resources (TNR); and Stacey Scheffel, Flood Plain Manager, TNR.

Motion by Judge Biscoe and seconded by Commissioner Davis to approve Item 18.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

Clerk's Note: The Court noted that by approving Item 18 they are covering the extra Staff needed, approval to print the 15,000 notification letters, and to work with the mailroom. If there are issues the item should be brought back to Court.

- 19. CONSIDER AND TAKE APPROPRIATE ACTION ON A PLAT FOR RECORDING IN PRECINCT THREE: DEER HAVEN SUBDIVISION FINAL PLAT (3 TOTAL LOTS). (COMMISSIONER DAUGHERTY) (9:28 AM)

Clerk's Note: Item 19 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 20. CONSIDER AND TAKE APPROPRIATE ACTION ON A PLAT FOR RECORDING IN PRECINCT THREE: BELVEDERE PHASE IV FINAL PLAT (29 TOTAL LOTS). (COMMISSIONER DAUGHERTY) (9:28 AM)

Clerk's Note: Item 20 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

21. CONSIDER AND TAKE APPROPRIATE ACTION ON A CASH SECURITY AGREEMENT WITH HIGHLAND HOMES FOR SIDEWALK FISCAL FOR COMMONS AT ROWE LANE, PHASE 2A, LOT 23 BLOCK J, LOT 5 BLOCK L, LOT 24 BLOCK I AND LOT 24 BLOCK J IN PRECINCT 2. (COMMISSIONER ECKHARDT) (9:28 AM)

Clerk's Note: Item 21 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

HEALTH AND HUMAN SERVICES DEPT. ITEMS

- 22. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING RELATED TO THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS PROVIDED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD): (2:12 PM)
 - A. NOTICE OF NON-COMPLIANCE WITH TIMELINESS REQUIREMENTS;
 - B. REVIEW AND AUTHORIZE THE COUNTY JUDGE TO SIGN THE TRAVIS COUNTY RESPONSE; AND
 - C. OTHER RELATED ITEMS.

Clerk's Note: Items 22.A-C are associated with one another and were called for concurrent discussion.

Clerk's Note: The Court suggested the following additions to the draft letter to be sent to HUD:

- 1) The County understands the importance of spending the funds in a timely manner, because the projects that we've submitted are critical to our community; and,
- 2) We will be happy to file monthly reports as HUD requests.

Members of the Court heard from: Sherri Fleming, Executive Manager, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS).

Motion by Judge Biscoe and seconded by Commissioner Davis to approve the letter with the recommended changes by the County Judge, and authorize the County Judge to sign this letter and get it to them as soon as possible.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

PLANNING AND BUDGET DEPT. ITEMS

23. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (9:28 AM)

Clerk's Note: Item 23 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

24. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE:
(9:28 AM)

- A. GRANT CONTRACT WITH THE CORPORATION FOR NATIONAL AND COMMUNITY SERVICE (THROUGH ONESTAR FOUNDATION) FOR HEALTH AND HUMAN SERVICES AND VETERAN SERVICES TO CONTINUE THE AMERICORPS GRANT TO SUPPORT THE ACTIVITIES OF THE COOPERATIVE EXTENSION'S 4-H CAPITAL PROGRAM;

Clerk's Note: Item 24.A approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

24. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE:
(9:28 AM)

- B. GRANT CONTRACT WITH THE OFFICE OF THE GOVERNOR'S CRIMINAL JUSTICE DIVISION FOR JUVENILE PROBATION TO AUGMENT THE EXISTING JUVENILE ASSESSMENT CENTER FUNDING AND PROVIDE JUVENILES WITH ASSESSMENT SERVICES;

Clerk's Note: Item 24.B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

ITEM 24 CONTINUED

24. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE:
(11:49 AM)

C. GRANT CONTRACT WITH THE SUPREME COURT OF TEXAS TASK FORCE ON FOSTER CARE FOR CIVIL COURTS TO PROVIDE LEGAL REPRESENTATION FOR PRIMARY PARENTS IN PENDING CHILD ABUSE AND NEGLECT CASES IN TRAVIS COUNTY;

Members of the Court heard from: Jessica Rio, Assistant Budget Manager, Planning and Budget Office (PBO); and The Honorable W. Jeanne Meurer, Judge, 98th District.

Discussion only. No formal action taken.

Item 24.C to be reposted on September 9, 2008.

24. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE:
(11:54 AM)

D. GRANT CONTRACT WITH THE SUPREME COURT OF TEXAS, TASK FORCE ON FOSTER CARE FOR CIVIL COURTS TO ESTABLISH A CHILD PUBLIC DEFENDER'S OFFICE TO PROVIDE LEGAL REPRESENTATION TO CHILDREN IN CHILD PROTECTIVE SERVICES; AND

Item 24.D postponed until September 9, 2008.

24. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE:
(9:28 AM)

E. GRANT CONTRACT AMENDMENT WITH THE U.S. FISH AND WILDLIFE SERVICE THROUGH TEXAS PARKS AND WILDLIFE DEPARTMENT FOR TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT TO ACQUIRE LAND WITH ENDANGERED SPECIES HABITAT FOR THE BALCONES CANYONLANDS PRESERVE.

Clerk's Note: Item 24.E approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 25. CONSIDER AND TAKE APPROPRIATE ACTION ON VARIOUS ISSUES RELATED TO THE FISCAL YEAR 2009 BUDGET PROCESS, INCLUDING:
(2:20 PM)
 - A. REMAINING SCHEDULE IN SEPTEMBER FOR PUBLIC HEARINGS, ADVERTISEMENTS, MARK-UP AND FINAL ADOPTION OF FISCAL YEAR 2009 COUNTY BUDGET;
 - B. STATUTORILY REQUIRED NEWSPAPER ADVERTISEMENT FOR PUBLIC HEARINGS ON PROPOSED FISCAL YEAR 2009 TAX RATE;
 - C. OTHER ADVERTISEMENTS NECESSARY TO COMPLETE THE FISCAL YEAR 2009 BUDGET PROCESS; AND
 - D. OTHER RELATED ISSUES.

Clerk's Note: Items 25.A-D are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Rodney Rhoades, Executive Manager, PBO; and Jessica Rio, Assistant Budget Manager, PBO.

Motion by Judge Biscoe **and seconded by** Commissioner Davis to approve Item 25.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

ADMINISTRATIVE OPERATIONS ITEMS

- 26. 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 \$538,099.67, FOR THE PERIOD OF AUGUST 8, 2008 TO AUGUST 14, 2008. (9:28 AM)

Clerk's Note: Item 26 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

27. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED ROUTINE PERSONNEL AMENDMENTS. (9:28 AM)

Clerk's Note: Item 27 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

28. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING CAMPUS MASTER PLAN STUDY AND PLANNING FOR A NEW BUILDING AND PARKING GARAGE AT THE AIRPORT BOULEVARD NORTH CAMPUS. (2:24 PM)

Item 28 postponed until September 2, 2008.

29. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:
(11:55 AM)

- A. RECOMMENDATION OF DEFERRED COMPENSATION PLAN OVERSIGHT COMMITTEE FOR THIRD PARTY ADMINISTRATOR OF DEFERRED COMPENSATION PLAN; AND
- B. AUTHORIZE DEFERRED COMPENSATION PLAN OVERSIGHT COMMITTEE, DEFERRED COMPENSATION CONSULTANT AND COUNTY ATTORNEY TO BEGIN SPECIFIC CONTRACT DEVELOPMENT WITH GREAT WEST RETIREMENT SERVICES FOR PLAN ADMINISTRATION SERVICES FOR THE TRAVIS COUNTY DEFERRED COMPENSATION 457(B) PLAN, INCLUDING GUARANTEES RELATED TO PROVIDING PRODUCTS AND SERVICES AS PROPOSED. (THIS ITEM MAY BE DISCUSSED IN EXECUTIVE SESSION PURSUANT TO GOV'T CODE ANN. 551.071, CONSULTATION WITH ATTORNEY)

Clerk's Note: Items 29.A&B are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Alicia Perez, Executive Manager, Administrative Operations; Norman McRee, Financial Analyst, Lead, Human Resources Management Department (HRMD); William Sawyer, Program Director, Nationwide Retirement Solutions; Barbara Wilson, Assistant County Attorney; Al DiCristifaro, President, The Retirement Store; Kim Wilder, Deferred Compensation, Nationwide Retirement Solutions; and Nancy Goodman, Travis County Employee.

Motion by Commissioner Eckhardt **and seconded by** Commissioner Davis that we accept the recommendations of the Committee and move forward with negotiations with Great West Retirement Services.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

OTHER ITEMS

30. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS. (9:28 AM)

Clerk's Note: Item 30 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

31. CONSIDER AND TAKE APPROPRIATE ACTION ON ORDER OF GENERAL ELECTION FOR COUNTY AND PRECINCT OFFICERS. (9:28 AM)

Clerk's Note: Item 31 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

32. CONSIDER AND TAKE APPROPRIATE ACTION ON FISCAL YEAR 2009 DISTRICT CLERK RECORDS MANAGEMENT PLAN AND TRANSFER OF FUNDS. (9:28 AM)

Clerk's Note: Item 32 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

33. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM FAMILY CONNECTIONS TO USE COUNTY OWNED PARKING LOT ON PROPERTY LOCATED AT 5335 AIRPORT BOULEVARD. (2:25 PM)

Members of the Court heard from: Roger El Khoury, Director, Facilities Management; and Tenley Aldredge, Assistant County Attorney.

Clerk's Note: Without objection the Court directed Staff to negotiate the best price possible for the parking spaces requested by Family Connection, with the understanding that their clients will need to park by the 53 ½ Street entrance and that once building commences there will be no spaces available.

Discussion only. No formal action taken.

Item 33 to be reposted on September 2, 2008.

34. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING DONATION OF FUNDS FROM AT&T FOR THE SHERIFF'S OFFICE COPPER THEFT TASK FORCE TO BE DEPOSITED IN THE SHERIFF'S OFFICE OPERATING ACCOUNTS FOR STAFF ATTENDANCE AT THE NATIONAL METAL THEFT INVESTIGATIONS SEMINAR. (9:28 AM)

Clerk's Note: Item 34 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

35. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:
(9:37 AM)
- A. REQUEST FOR ADDITIONAL RESOURCES FOR THE NOVEMBER 4, 2008 PRESIDENTIAL ELECTION, INCLUDING THE NEED FOR ADDITIONAL TEMPORARY PERSONNEL AND ELECTION EQUIPMENT; (COUNTY CLERK)
 - B. RECEIVE COMMENTS FROM VOTE RESCUE REGARDING USE OF ELECTRONIC VOTING EQUIPMENT IN NOVEMBER 2008 GENERAL ELECTION.

Clerk's Note: Items 35.A&B are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Dana DeBeauvoir, Travis County Clerk; Randy Lott, Budget Analyst, PBO; Karen Renick, Founder, VoteRescue; Jenny Clark, VoteRescue; Lee LeTeff, VoteRescue; William Trautman, VoteRescue; Leonard Engquist, Travis County Resident; Kenneth Koym, Travis County Resident; Larry Nelson, VoteRescue; Nancy Robbins, VoteRescue; Elizabeth Baar, VoteRescue; Shirley Johnson, VoteRescue; Cecelia Crossly, Travis County Resident; Katie Brewer, VoteRescue; Clayton Holmes, Travis County Resident; Hector Ortega Travis County Resident; Mitchell Stein, VoteRescue; Joe Barwell, Travis County Resident; Lisa Orr, Travis County Resident; Kathleen Bokros, Travis County Resident; Travis Snavely, Travis County Resident; and Jennifer Gale, Travis County Resident.

ITEM 35 CONTINUED

Clerk's Note: The Court discussed the formation of a Citizens Panel to review:

- 1) Electronic voting equipment that would be available to consider for the future; and,
- 2) Feasibility of returning to paper ballots.

The Court heard that previous reviews have taken about 3 years and that 20-30 citizens were involved.

Motion by Commissioner Gómez and seconded by Commissioner Davis to approve the 35 machines for the use at the mega site locations for the 2008 General Election.

A Friendly Amendment to the previous Motion was offered by Commissioner Davis that we look at less than 3 years to come back. If we can do it 6 months to a year, within that time frame, I would like to see the concerns that were brought up by the citizens as far as paper ballot, and all the other things as far as the committee is concerned.

Acceptance of the Friendly Amendment was made by Commissioner Gómez.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

- 36. CONDUCT HEARING AND TAKE APPROPRIATE ACTION ON APPEAL FROM MAY 23, 2008 TRAVIS COUNTY GRIEVANCE PANEL DECISION REGARDING TRAVIS COUNTY FACILITIES MANAGEMENT DEPARTMENT EMPLOYEE SLOT NO. 19, PURSUANT TO TRAVIS COUNTY CODE SECTION 9.257(K). (THIS ITEM MAY BE DISCUSSED IN EXECUTIVE SESSION PURSUANT TO GOV'T CODE ANN. 551.074, PERSONNEL MATTERS) (9:18 AM)

Clerk's Note: Judge Biscoe announced that Item 36 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.074, Personnel Matters

Item 36 postponed until September 2, 2008.

EXECUTIVE SESSION ITEMS

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

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.

37. RECEIVE BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION REGARDING ISSUES RELATED TO CONTRACT BETWEEN TRAVIS COUNTY AND AUSTIN TRAVIS COUNTY LIVESTOCK SHOW AND CLAIMS RESULTING FROM THE 2008 STAR OF TEXAS FAIR AND RODEO. ¹
(2:40 PM)

Clerk's Note: Judge Biscoe announced that Item 37 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Members of the Court heard from: John Hille, Assistant County Attorney.

Item 37 postponed until September 9, 2008.

38. RECEIVE LEGAL BRIEFING REGARDING BUDGET AND COMPENSATION FUNDING FOR DEPARTMENTS HEADED BY CERTAIN APPOINTED OFFICIALS. ¹ (2:40 PM) (4:09 PM)

Clerk's Note: Judge Biscoe announced that Item 38 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Item 38 was not discussed.

39. RECEIVE BRIEFING FROM COUNTY ATTORNEY AND/OR TAKE APPROPRIATE ACTION CONCERNING THE EXTENSION OF ADMINISTRATIVE LEAVE WITH PAY FOR JUVENILE PROBATION EMPLOYEE, SLOT 156. ^{1 AND 3} (2:40 PM) (4:09 PM)

Clerk's Note: Judge Biscoe announced that Item 39 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.074, Personnel Matters

Motion by Judge Biscoe and seconded by Commissioner Davis that we extend administrative leave with pay five days beyond our policy, and that will take this employee through August 12, 2008.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

40. RECEIVE BRIEFING AND TAKE APPROPRIATE ACTION ON REQUEST TO HIRE OUTSIDE COUNSEL FOR OFFICER C. HOTARD REGARDING MONTEZ V. TRAVIS COUNTY, ET AL. ¹ (2:40 PM) (4:10 PM)

Clerk's Note: Judge Biscoe announced that Item 40 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Judge Biscoe and seconded by Commissioner Davis that we approve the request to hire outside legal counsel, and that we authorize County Attorney's Office to hire an appropriate lawyer for Mr. Hotard, if he chooses to use one. He can always retain his own counsel without our assistance if he chooses to.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

41. RECEIVE BRIEFING FROM THE COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION REGARDING THE PENDING LITIGATION IN TRAVIS COUNTY, TEXAS AND STATE OF TEXAS VS. COLDWATER DEVELOPMENT, LTD. AND RODMAN EXCAVATION, INC. ET AL. ¹ (2:42 PM)

Clerk's Note: Judge Biscoe announced that Item 41 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Item 41 postponed until September 2, 2008.

ADDED ITEMS

- A1. CONSIDER AND TAKE APPROPRIATE ACTION ON APRIL 18, 2008 GRIEVANCE PANEL'S DECISION REGARDING HUMAN RESOURCES MANAGEMENT DEPARTMENT (HRMD) EMPLOYEE SLOT NO. 7 TO IMPLEMENT THE PANEL'S RECOMMENDATIONS, INCLUDING COUNSELING AND MEDIATION RECOMMENDATIONS; AND ON CONDUCTING A CLIMATE REVIEW OF HRMD. (THIS ITEM MAY BE DISCUSSED IN EXECUTIVE SESSION PURSUANT TO GOV'T CODE ANN. 551.071, CONSULTATION WITH ATTORNEY, AND GOV'T CODE ANN. 551.074, PERSONNEL MATTERS) (2:40 PM) (4:10 PM)

Clerk's Note: Judge Biscoe announced that Item A1 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.074, Personnel Matters

Discussion only. No formal action taken.

Item A1 to be reposted on September 2, 2008.

- A2. RECEIVE LEGAL BRIEFING AND TAKE APPROPRIATE ACTION REGARDING CLAIMS BY CHARLES KELLEY, INCLUDING THE CLAIMS MADE IN EEOC CHARGE NO. 31C-2008-01436C. (THIS ITEM MAY BE DISCUSSED IN EXECUTIVE SESSION PURSUANT TO GOV'T CODE ANN. 551.071, CONSULTATION WITH ATTORNEY) (2:40 PM) (4:11 PM)

Clerk's Note: Judge Biscoe announced that Item A2 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Discussion only. No formal action taken.

Item A2 to be reposted on September 2, 2008.

ADJOURNMENT

Motion by Commissioner Davis **and seconded by** Commissioner Gómez to adjourn the Voting Session. (4:12 PM)

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

MINUTES APPROVED BY THE COMMISSIONERS' COURT

Date of Approval

Samuel T. Biscoe, Travis County Judge

C2

Travis County Commissioners Court Agenda Request

Voting Session Tuesday, September 16, 2008
(Date)

Work Session _____
(Date)

I. A. Request made by: Gillian Porter Phone: 854-4722
Commissioners Court Specialist
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Commissioners Court Minutes for the
Voting Session of September 2, 2008**

C. Approved By: 
Dana DeBeauvoir, Travis County Clerk

II. A. Backup memorandum and exhibits should be attached and submitted with this
Agenda Request (Original and eight copies)

B. Please list all of the agencies or officials' names and telephone numbers that might be
affected or be involved with the request. Send a copy of this Agenda Request and
backup to them.

III. Is back-up material attached? YES

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum
and exhibits, should be submitted to the County Judge's Office no later than 12:00 PM on
Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the
next meeting.

MINUTES OF MEETING SEPTEMBER 2, 2008

TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 2nd day of September 2008, the Commissioners' Court convened the Voting Session at 9:17 AM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court retired to Executive Session at 11:32 AM.

The Commissioners Court reconvened the Voting Session at 12:19 PM.

The Commissioners Court recessed the Voting Session at 12:19 PM.

The Commissioners Court, meeting as the Travis County Housing Finance Corporation; convened at 1:42 PM and adjourned at 1:43 PM.

The Commissioners Court, meeting as the Travis County Bee Caves Road District #1 (Galleria), convened at 1:44 PM and adjourned at 1:43 PM.

The Commissioners Court, meeting as the Travis County Health Facilities Development Corporation, convened at 1:44 PM and adjourned at 1:45 PM.

The Commissioners Court reconvened the Voting Session at 1:45 PM.

The Commissioners Court retired to Executive Session at 1:45 PM.

The Commissioners Court reconvened the Voting Session at 3:32 PM.

The Commissioners Court adjourned the Voting Session at 3:36 PM.

CITIZENS COMMUNICATION

Members of the Court heard from: Gus Peña, Travis County Resident; Jenny Clark, VoteRescue; Karen Renick, Founder, VoteRescue; and Vickie Karp, Director, Public Relations, VoteRescue. (9:18 AM)

CONSENT ITEMS

Motion by Commissioner Gómez and seconded by Commissioner Daugherty to approve the following Consent Items: C1-C2 and Items 1, 2.A, 3, 7, 8, 9, 10, 11, 12, 13, 14, 15.A&B, 18, 19.A-H, 20, 21, 22, 25, 26, 27, and 28. (9:30 AM)

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- C1. RECEIVE BIDS FROM COUNTY PURCHASING AGENT.
- C2. APPROVE COMMISSIONERS COURT MINUTES FOR VOTING SESSIONS OF AUGUST 12, 14 AND 19, 2008.

ADMINISTRATIVE OPERATIONS ITEMS

- 1. 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 \$789,650.50 FOR THE PERIOD OF AUGUST 15 TO AUGUST 21, 2008. (9:30 AM)

Clerk's Note: Item 1 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 2. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING: (9:30 AM)

A. ROUTINE PERSONNEL AMENDMENTS; AND

Clerk's Note: Item 2.A approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

ITEM 2 CONTINUED

2. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:
(10:13 AM)

B. NON-ROUTINE PERSONNEL ACTION REQUESTS:

- 1. FACILITIES MANAGEMENT BUILDING SECURITY GUARD, SLOT 64, FY '08 SALARY ADJUSTMENT INCREASE ADDED TO BASE THAT EXCEEDS PAY GRADE MAXIMUM;
- 2. RECORDS MANAGEMENT AND COMMUNICATION RESOURCES MAILROOM SERVICES ASSISTANT SR., SLOT 22, SALARY ADJUSTMENT THAT EXCEEDS 10% ABOVE MIDPOINT; AND
- 3. RECORDS MANAGEMENT AND COMMUNICATION RESOURCES MAILROOM SERVICES ASSISTANT, SLOT 23, SALARY ADJUSTMENT INCREASE ADDED TO BASE THAT EXCEEDS PAY GRADE MAXIMUM.

Clerk's Note: Items 2.B.1-3 are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Luane Schull, Compensation Manager, Human Resources Management Department (HRMD); Alicia Perez, Executive Manager, Administrative Operations; and Travis Gatlin, Budget Analyst, Planning and Budget Office.

Motion by Judge Biscoe and seconded by Commissioner Davis to approve Items 2.B.1-3.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

3. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO AWARD FUNDS FOR ONE TRAVIS COUNTY EMPLOYEE TO PARTICIPATE IN LEADERSHIP AUSTIN TRAINING IN ACCORDANCE WITH CHAPTER 16 OF THE TRAVIS COUNTY CODE. (9:30 AM)

Clerk's Note: Item 3 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 4. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING CAMPUS MASTER PLAN STUDY AND PLANNING FOR A NEW BUILDING AND PARKING GARAGE AT THE AIRPORT BOULEVARD NORTH CAMPUS. (10:27 AM)

Clerk's Note: The Court discussed whether the Airport Boulevard North Campus development should wait until after the needs assessment is completed for the Downtown Campus.

Members of the Court heard from: Roger El Khoury, Director, Facilities Management; Jim Barr, Senior Project Manager, Facilities Management; Alicia Perez, Executive Manager, Administrative Operations; Rodney Rhoades, Executive Manager, Planning and Budget Office (PBO).

Motion by Commissioner Daugherty to deny this and bring it back after the needs assessment.

Withdrawal of the previous Motion was made by Commissioner Daugherty.

Motion by Commissioner Daugherty **and seconded by** Judge Biscoe to postpone talking about this for one week, and see how this thing fares in Budget Markup.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	no
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	no

Item 4 to be reposted on September 9, 2008.

- 5. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING SPACE OPTIONS FOR 910 LAVACA AND RELATED IMPACTS. (11:02 AM)

Members of the Court heard from: Roger El Khoury, Director, Facilities Management; Leslie Stricklan, Project Manager, Facilities Management; Alicia Perez, Executive Manager, Administrative Operations; Tenley Aldredge, Assistant County Attorney; Susan Spataro, Travis County Auditor; Mike Wichern, Chief Assistant County Auditor, Travis County Auditor's Office; and Rodney Rhoades, Executive Manager, PBO.

Discussion only. No formal action taken.

- 6. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE FOLLOWING: (10:06 AM)
 - A. ALLOCATION OF SPACE IN THE RAY MARTINEZ BUILDING FOR THE COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT (CSCD) COUNSELING PROGRAM AND CANCELING THE SEARCH FOR LEASE SPACE FOR THIS CSCD COUNSELING PROGRAM;
 - B. SCHEMATIC LAYOUT OF THE CSCD COUNSELING PROGRAM AT THE RAY MARTINEZ BUILDING; AND
 - C. REALLOCATION OF FUNDS TO COVER THE RENOVATION COSTS FOR THE CSCD COUNSELING PROGRAM.

Clerk's Note: Items 6.A-C are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Roger El Khoury, Director, Facilities Management; and Craig Valashek, Probation Division Director, Community Supervision and Corrections Department (CSCD).

Motion by Commissioner Daugherty **and seconded by** Commissioner Gómez to approve Items 6.A-C.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

PURCHASING OFFICE ITEMS

- 7. APPROVE CONTRACT AWARD FOR PROFESSIONAL ENGINEERING SERVICES, NORTHEAST METRO PARK, PHASE II, RFQ NO. Q080083LP, TO THE HIGHEST QUALIFIED RESPONDENT, LAND DESIGN PARTNERS, INC. (TRANSPORTATION AND NATURAL RESOURCES) (9:30 AM)

Clerk's Note: Item 7 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

8. APPROVE INTERLOCAL AGREEMENT WITH THE NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE. (TRANSPORTATION AND NATURAL RESOURCES) (9:30 AM)

Clerk's Note: Item 8 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

9. APPROVE MODIFICATION NO. 1 TO CONTRACT NO. PS070340DG FOR PROFESSIONAL CONSULTING SERVICES FOR FACILITIES CONDITION ASSESSMENTS TO VANDERWEIL FACILITY ADVISORS, INC. (FACILITIES MANAGEMENT) (9:30 AM)

Clerk's Note: Item 9 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

10. APPROVE CONTRACT AWARD FOR CONSTRUCTION SERVICES FOR THE SOUTHEAST METRO PARK RAW WATER LINE PROJECT, IFB NO. B070381LP, TO THE LOW BIDDER, BORETEX, L.L.C. (TRANSPORTATION AND NATURAL RESOURCES) (9:30 AM)

Clerk's Note: Item 10 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

11. APPROVE MODIFICATION NO. 4 TO CONTRACT NO. 07T00270RG, INFORMATION MANAGEMENT SOLUTIONS, FOR PRINTING AND MAILING SERVICES. (RECORDS MANAGEMENT) (9:30 AM)

Clerk's Note: Item 11 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

12. APPROVE TWELVE-MONTH EXTENSION (MODIFICATION NO. 1) TO INTERLOCAL AGREEMENT NO. IL080013RE WITH TEXAS DEPARTMENT OF ASSISTIVE AND REHABILITATIVE SERVICES FOR DEAF INTERPRETER SERVICES. (HEALTH AND HUMAN SERVICES & VETERAN SERVICES) (9:30 AM)

Clerk's Note: Item 12 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 13. APPROVE TWELVE-MONTH EXTENSION (MODIFICATION NO. 2) TO INTERLOCAL AGREEMENT NO. IL080012RE WITH TEXAS DEPARTMENT OF ASSISTIVE AND REHABILITATIVE SERVICES FOR DEAF INTERPRETER SERVICES. (HEALTH AND HUMAN SERVICES & VETERAN SERVICES) (9:30 AM)

Clerk's Note: Item 13 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 14. APPROVE CONTRACT AWARD FOR PROFESSIONAL ENGINEERING SERVICES, SIDEWALK CONSULTANT SERVICES, RFQ NO. Q080209LP, TO THE HIGHEST QUALIFIED RESPONDENT, KLOTZ ASSOCIATES, INC. (TRANSPORTATION AND NATURAL RESOURCES) (9:30 AM)

Clerk's Note: Item 14 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 15. A. APPROVE TWELVE-MONTH EXTENSION (MODIFICATION NO. 1) TO CONTRACT NO. 07T00006OJ, ARTHUR J. GALLAGHER, FOR AVIATION INSURANCE COVERAGE; AND
- B. REJECT TRIA COVERAGE (TERRORISM COVERAGE) AND AUTHORIZE THE COUNTY JUDGE TO SIGN THE TRIA DISCLOSURE FORM. (HUMAN RESOURCES MANAGEMENT DEPARTMENT) (9:30 AM)

Clerk's Note: Items 15.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 16. APPROVE SOLE SOURCE EXEMPTION AND CONTRACT WITH UNISYS CORPORATION FOR THE DORADO 400 SERIES SERVER AND SAN SYSTEMS. (INFORMATION AND TELECOMMUNICATIONS SYSTEMS) (9:32 AM)

Motion by Commissioner Daugherty **and seconded by** Commissioner Gómez to approve Item 16.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	abstain
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

TRANSPORTATION AND NATURAL RESOURCES DEPT. ITEMS

17. **REVISED LANGUAGE:** RECEIVE LEGAL BRIEFING ON REQUEST FOR A DEVELOPMENT PERMIT FOR THE BFI SUNSET FARMS LANDFILL SITE AT 10200 GILES LANE. (THIS ITEM WILL BE DISCUSSED IN EXECUTIVE SESSION PURSUANT TO GOV'T CODE ANN. 551.071, CONSULTATION WITH ATTORNEY) (11:32 AM) (3:32 PM)

Clerk's Note: Judge Biscoe announced that Item 17 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

No action required on Item 17.

PLANNING AND BUDGET DEPT. ITEMS

18. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (9:30 AM)

Clerk's Note: Item 18 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

19. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE:
(9:30 AM)
- A. GRANT APPLICATION TO THE OFFICE OF GOVERNOR OF TEXAS, CRIMINAL JUSTICE DIVISION FOR THE SHERIFF'S OFFICE TO UPGRADE AND ENHANCE THEIR INTERNAL AFFAIRS SECTION;
 - B. GRANT CONTRACT WITH THE TEXAS SECRETARY OF STATE FOR A HELP AMERICA VOTE ACT GRANT FROM THE COUNTY CLERK'S OFFICE THAT WILL PROVIDE ADDITIONAL REIMBURSEMENT FOR IMPROVED POLLING FACILITIES;
 - C. GRANT CONTRACT WITH THE TEXAS SECRETARY OF STATE FOR A HELP AMERICA VOTE ACT GRANT FROM THE COUNTY CLERK'S OFFICE THAT WILL PROVIDE ADDITIONAL REIMBURSEMENT FOR IMPROVING POLLING FACILITIES FOR INDIVIDUALS WITH DISABILITIES;

ITEM 19 CONTINUED

- D. GRANT CONTRACT WITH THE TEXAS SECRETARY OF STATE FOR A HELP AMERICA VOTE ACT GRANT FROM THE COUNTY CLERK'S OFFICE THAT WILL PROVIDE ADDITIONAL REIMBURSEMENT FOR IMPROVED VOTING EQUIPMENT EXPENDITURES;
- E. GRANT CONTRACT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE SHERIFF'S OFFICE TO PROVIDE FUNDING FOR OVERTIME FOR ADDITIONAL ENFORCEMENT EFFORTS TARGETING SPEEDING AND DWI;
- F. GRANT CONTRACT WITH THE GOVERNOR'S OFFICE CRIMINAL JUSTICE DIVISION, JUVENILE ACCOUNTABILITY BLOCK GRANT, FOR JUVENILE PROBATION TO ENHANCE THE DEPARTMENT'S EXISTING DRUG COURT PROGRAM;
- G. GRANT CONTRACT WITH THE OFFICE OF THE ATTORNEY GENERAL FOR TRAVIS COUNTY TO IMPLEMENT THE INTEGRATED CHILD SUPPORT SYSTEM IN JUVENILE PROBATION, DOMESTIC RELATIONS OFFICE, TO MONITOR AND ENFORCE COMPLIANCE WITH ALL NEW CHILD AND MEDICAL SUPPORT ORDERS; AND
- H. RATIFY REQUEST TO GOVERNOR'S OFFICE, CRIMINAL JUSTICE DIVISION, FOR EXTENSION OF A FAMILY VIOLENCE ACCELERATED PROSECUTION PROGRAM GRANT IN THE COUNTY ATTORNEY OFFICE.

Clerk's Note: Items 19.A-H approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 20. CONSIDER AND TAKE APPROPRIATE ACTION ON A CONTRACT BETWEEN TRAVIS COUNTY JUVENILE PROBATION, DOMESTIC RELATIONS OFFICE AND THE OFFICE OF THE ATTORNEY GENERAL (OAG) FOR THE OAG TO PROCESS ALL PRE-94 CHILD AND MEDICAL SUPPORT PAYMENTS.
(9:30 AM)

Clerk's Note: Item 20 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

OTHER ITEMS

21. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS. (9:30 AM)

Clerk's Note: Item 21 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

22. APPROVE SETTING A PUBLIC HEARING DATE FOR SEPTEMBER 23, 2008 TO RECEIVE COMMENTS REGARDING A PROPOSED ISSUANCE OF THE CRAWFORD EDUCATIONAL FACILITIES CORPORATION ADJUSTABLE RATE DEMAND REVENUE BONDS, SERIES 2008 (HYDE PARK BAPTIST SCHOOL PROJECT). (9:30 AM)

Clerk's Note: Item 22 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

23. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING AN ORDER TO DESIGNATE ELECTION DAY POLLING PLACES FOR THE NOVEMBER 4, 2008 JOINT GENERAL AND SPECIAL ELECTIONS. (9:33 AM)

Clerk's Note: Items 23 and 24 are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Dana DeBeauvoir, Travis County Clerk; and Julie Joe, Assistant County Attorney.

Discussion only. No formal action taken.

Item 23 to be reposted on September 9, 2008.

- 24. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING AN ORDER TO DESIGNATE THE MAIN EARLY VOTING POLLING PLACE, EARLY VOTING PERMANENT POLLING PLACES AND EARLY VOTING MOBILE POLLING PLACES FOR THE NOVEMBER 4, 2008 JOINT GENERAL AND SPECIAL ELECTIONS. (9:35 AM)

Clerk's Note: Items 23 and 24 are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Dana DeBeauvoir, Travis County Clerk; and Julie Joe, Assistant County Attorney.

Motion by Judge Biscoe and seconded by Commissioner Davis to approve this list of early voting locations.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	no
Precinct 4, Commissioner Margaret J. Gómez	yes

- 25. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM PEDERNALES ELECTRIC COOPERATIVE FOR RELEASE OF LIABILITY AND INDEMNITY IN CONNECTION WITH RIGHT OF ENTRY UPON TRAVIS COUNTY PROPERTY FOR PURPOSE OF PERFORMING ELECTRIC UTILITY WORK. (9:30 AM)

Clerk's Note: Item 25 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 26. CONSIDER AND TAKE APPROPRIATE ACTION ON ASSESSMENT AND COLLECTION SERVICES AGREEMENT BETWEEN TRAVIS COUNTY AND WELLS BRANCH MUNICIPAL UTILITY DISTRICT. (9:30 AM)

Clerk's Note: Item 26 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 27. CONSIDER AND TAKE APPROPRIATE ACTION ON ASSESSMENT AND COLLECTION SERVICES AGREEMENT BETWEEN TRAVIS COUNTY AND ANDERSON MILL MUNICIPAL UTILITY DISTRICT. (9:30 AM)

Clerk's Note: Item 27 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 28. CONSIDER AND TAKE APPROPRIATE ACTION ON ASSESSMENT AND COLLECTION SERVICES AGREEMENT BETWEEN TRAVIS COUNTY AND THE CITY OF CEDAR PARK. (9:30 AM)

Clerk's Note: Item 28 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 29. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM FAMILY CONNECTIONS TO USE COUNTY OWNED PARKING LOT AT 5335 AIRPORT BOULEVARD. (11:28 AM)

Clerk's Note: The Court heard the following proposed terms and conditions:

- 1) Family Connections will pay \$15 per space per month for 20 spaces for a total of \$300 a month;
- 2) Hours of operation are 7:45 AM to 5:00 PM;
- 3) Parking will be along 53½ Street only;
- 4) Parking will not be available during early voting and election day; and,
- 5) Use of the spaces will end once construction starts.

Members of the Court heard from: Roger El Khoury, Director, Facilities Management.

Motion by Judge Biscoe and seconded by Commissioner Davis to approve of the terms and conditions that Roger El Khoury, Director, Facilities Management just described, and authorize Staff to put together an appropriate License Agreement.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

EXECUTIVE SESSION ITEMS

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

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.

- 30. RECEIVE BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION REGARDING SETTLEMENT OFFER IN VALDEZ/NAUTILUS CASE (OPHELIA MALICIA CLAIM). ¹ (11:32 AM) (3:32 PM)

Clerk's Note: Judge Biscoe announced that Item 31 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Judge Biscoe and seconded by Commissioner Eckhardt to reject the offer to settle.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Item 30 to be reposted on September 9, 2008.

- 31. RECEIVE BRIEFING FROM THE COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION REGARDING THE PENDING LITIGATION IN TRAVIS COUNTY, TEXAS AND STATE OF TEXAS VS. COLDWATER DEVELOPMENT, LTD. AND RODMAN EXCAVATION, INC. ET AL. ¹ (11:32 AM) (1:45 PM) (3:33 PM)

Clerk's Note: Judge Biscoe announced that Item 32 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Judge Biscoe and seconded by Commissioner Gómez that we approve a demand letter from the County Attorney to the defendants in this case, and that the figures set forth as the Hamilton Pool Costs and Damages Breakdown be incorporated into that demand letter.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Clerk's Note: The Court noted that Commissioner Daugherty would represent the Commissioners Court at the mediation hearing.

- 32. RECEIVE LEGAL BRIEFING REGARDING BUDGET AND COMPENSATION FUNDING FOR DEPARTMENTS HEADED BY CERTAIN APPOINTED OFFICIALS. ¹ (1:45 PM) (3:34 PM)

Clerk's Note: Judge Biscoe announced that Item 33 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

No action required for Item 32.

- 33. CONSIDER AND TAKE APPROPRIATE ACTION ON APRIL 18, 2008 GRIEVANCE PANEL'S DECISION REGARDING HUMAN RESOURCES MANAGEMENT DEPARTMENT (HRMD) EMPLOYEE SLOT NO. 7 TO IMPLEMENT THE PANEL'S RECOMMENDATIONS, INCLUDING COUNSELING AND MEDIATION RECOMMENDATIONS; AND ON CONDUCTING A CLIMATE REVIEW OF HRMD. ^{1 and 3} (11:32 AM) (1:45 PM) (3:34 PM)

Clerk's Note: Judge Biscoe announced that Item 34 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.074, Personnel Matters

Motion by Judge Biscoe and seconded by Commissioner Gómez that we basically direct that we do an investigation and climate assessment in that matter; that we get it done as soon as possible; so we authorize Staff to obligate the appropriate finances in order to get this accomplished. There was a list of potential firms and persons provided us. Let's simply authorize Staff to get with the County Attorney and Administrative Operations to select from that list an appropriate firm to carry out this work.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

34. RECEIVE LEGAL BRIEFING AND TAKE APPROPRIATE ACTION REGARDING CLAIMS BY CHARLES KELLEY, INCLUDING THE CLAIMS MADE IN EEOC CHARGE NO. 31C-2008-01436C. ¹ (11:32 AM) (1:45 PM) (3:35 PM)

Clerk's Note: Judge Biscoe announced that Item 35 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Members of the Court heard from: Sherine Thomas, Assistant County Attorney.

Motion by Judge Biscoe and seconded by Commissioner Gómez that we authorize an appropriate investigation and climate assessment in this matter also, and it makes sense to incorporate those two. They would cover the two complaints.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Clerk's Note: The previous Motion refers to investigations and climate assessments in Items 34 and 35.

35. RECEIVE BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION CONCERNING THE EXTENSION OF ADMINISTRATIVE LEAVE WITH PAY FOR HUMAN RESOURCES EMPLOYEE, SLOT NO. 2. ^{1 AND 3} (1:45 PM) (3:35 PM)

Clerk's Note: Judge Biscoe announced that Item 36 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.074, Personnel Matters.

Motion by Judge Biscoe and seconded by Commissioner Gómez that we authorize an additional five days, that we have this matter on the Court's agenda again next week, September 9, 2008, just in case we need it.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Travis County Commissioners Court Agenda Request

Voting Session Tuesday, September 16, 2008
(Date)

Work Session _____
(Date)

I. A. Request made by: Gillian Porter Phone: 854-4722
Commissioners Court Specialist
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Commissioners Court Minutes for the
Special Voting Session of September 2, 2008**

C. Approved By: 
Dana DeBeauvoir, Travis County Clerk

II. A. Backup memorandum and exhibits should be attached and submitted with this
Agenda Request (Original and eight copies)

B. Please list all of the agencies or officials' names and telephone numbers that might be
affected or be involved with the request. Send a copy of this Agenda Request and
backup to them.

III. Is back-up material attached? YES

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum
and exhibits, should be submitted to the County Judge's Office no later than 12:00 PM on
Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the
next meeting.

MINUTES OF MEETING SEPTEMBER 2, 2008

TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 2nd day of September 2008, the Commissioners' Court convened the Special Voting Session at 3:38 PM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court record notes that County Judge Sam Biscoe was not present during this Voting Session.

The Commissioners Court adjourned the Voting Session at 4:41 PM.

1. CONDUCT HEARING AND TAKE APPROPRIATE ACTION ON APPEAL FROM MAY 23, 2008 TRAVIS COUNTY GRIEVANCE PANEL DECISION REGARDING TRAVIS COUNTY FACILITIES MANAGEMENT DEPARTMENT EMPLOYEE SLOT NO. 19, PURSUANT TO TRAVIS COUNTY CODE SECTION 9.257(K). (THIS ITEM MAY BE DISCUSSED IN EXECUTIVE SESSION PURSUANT TO GOV'T CODE ANN. 551.074, PERSONNEL MATTERS) (3:38 PM)

Clerk's Note: Judge Biscoe announced that Item 36 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.074, Personnel Matters.

Members of the Court heard from: Carol Guthrie, Union Representative, American Federation of State, County and Municipal Employees (AFSCME); Sherine Thomas, Assistant County Attorney; Tony Nelson, Assistant County Attorney; Alicia Perez, Executive Manager, Administrative Operations; Roger El Khoury, Director, Facilities Management; and John Empey.

Motion by Commissioner Davis **and seconded by** Commissioner Eckhardt to uphold the recommendation of Staff, and that is to look at the termination staying.

Clarification of the Previous Motion was made by Commissioner Eckhardt that the Motion is to overturn the recommendation of the Grievance Panel, and to recommend termination.

Motion carried: County Judge Samuel T. Biscoe	absent
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

C3

RECEIVED
Travis County Commissioners Court Agenda Request

Voting Session 9/16/08
(Date)

Work Session 08 SEP 10 PH 2:39
(Date)

I. A. Request made by: Joseph P. Gieselman Phone # 854-9383
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

Consider and take appropriate action on:

A. Approve setting a public hearing date for October 7, 2008, to receive comments regarding a plat for recording in Precinct Three: Miller Subdivision (Resubdivision of Portion of Lot 43, Lake Side Addition) (Short form plat – 1 Lot – 0.47 Acre – Charles Avenue - Appropriate Fiscal Posted with City of Austin – Sewage service to be provided by on-site septic facilities – City of Austin ETJ).

B. Approved by:

Commissioner Gerald Daugherty, Precinct 3

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight (8) copies of agenda request and backup).

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of the Agenda Request and backup to them:

Michael Hettenhausen: 854-7563 Sylvia Limon: 974-2767

Anna Bowlin: 854-7561 Dennis Wilson: 854-4217

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item budget
- Grant

Human Resources Department (854-9165)

- A change in your department's personnel (reclassifications, etc.)

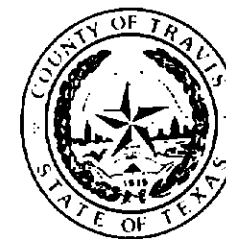
Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This **Agenda Request** complete with backup memorandum and exhibits **MUST** be submitted to the **County Judge's Office** no later than 5:00 p.m. on Tuesday for the following week's meeting. Late or incomplete requests will be deferred.



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

BACK UP MEMORANDUM

September 8, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Division Director, Development Services Division 

SUBJECT: Miller Subdivision (Resubdivision of Portion of Lot 43, Lake Side Addition),
in Precinct 3

PROPOSED MOTION:

Consider and take appropriate action on:

- A. Approve setting a public hearing date for October 7, 2008, to receive comments regarding a plat for recording in Precinct Three: Miller Subdivision (Resubdivision of Portion of Lot 43, Lake Side Addition) (Short form plat – 1 Lot – 0.47 Acre – Charles Avenue - Appropriate Fiscal Posted with City of Austin – Sewage service to be provided by on-site septic facilities – City of Austin ETJ).**

SUMMARY AND STAFF RECOMMENDATION:

The property owner of Lot 1 wishes to create a legal lot out of the remainder of Lot 43 of the Lakeside Addition. This revised plat consists of one lot on 0.47 acre. There are no new public or private streets proposed with this revised plat. The appropriate fiscal (\$4,320.00) was posted with the City of Austin. Parkland dedication or fees in lieu of dedication are not required since this subdivision is less than four lots. A variance to Title 30-3-191 (to not construct sidewalks along Charles Avenue) was granted by the Commissioners' Court on July 22, 2008.

As this revised plat meets all Travis County standards and has been approved by the City of Austin Zoning and Platting Commission on September 2, 2008, TNR staff recommends approval of the revised plat.

ISSUES AND OPPORTUNITIES:

Single Office staff has received several inquiries from adjacent property owners requesting additional information on the project as well as questions concerning any

applicable tree ordinance in the ETJ, septic review and approval, regulations on lot size, and required notification. Written notice was mailed to all current property owners and registered neighborhood associations within 300 feet of the proposed revised plat announcing the item before the Zoning and Platting Commission, as per Texas Local Government Code 212. Also, as part of the requirements for a plat revision for projects within the City of Austin's ETJ, a notice of public hearing sign will be placed on the subject property to announce the date, time, and location of the public hearing, and written notice will be mailed to all registered property owners of the original subdivision as well as all registered neighborhood associations within 300 feet of the proposed revised plat. Should staff receive any inquiries from adjacent property owners as a result of the sign placement and/or the written notice, an addendum to this back up memorandum will be provided to the Court prior to the public hearing.

BUDGETARY AND FISCAL IMPACT:

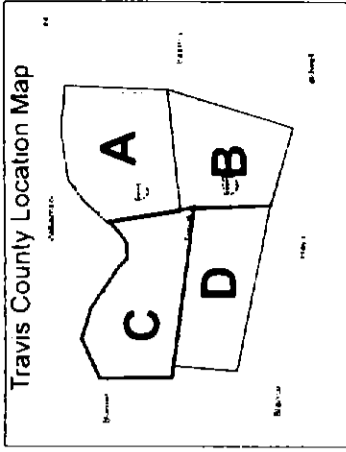
None.

REQUIRED AUTHORIZATIONS:

None.

EXHIBITS:

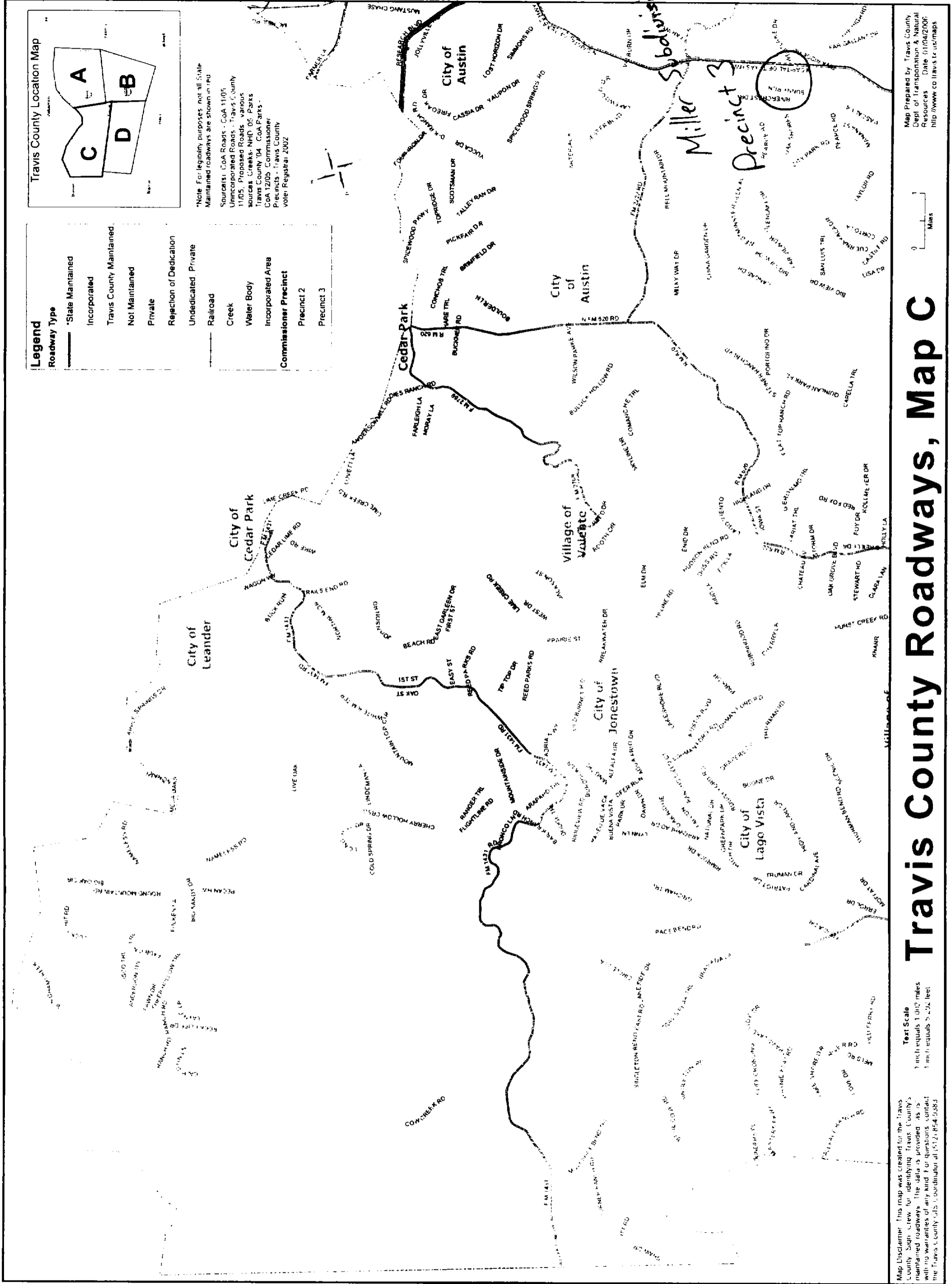
Location map
Precinct map
Existing Plat
Proposed plat



*Note: For legality purposes not all State Maintained roadways are shown in red

Sources: CoA Roads - CoA 11/05
 Unincorporated Roads - Travis County 11/05, Proposed Roads - various sources
 Creeks - NHD 05 Parks
 Travis County '04 CoA Parks
 CoA 12/05 Commissioner
 Precincts - Travis County Voter Registrar 2002

Legend	
Roadway Type	
	State Maintained
	Incorporated
	Travis County Maintained
	Not Maintained
	Private
	Rejection of Dedication
	Undedicated Private
	Railroad
	Creek
	Water Body
	Incorporated Area
	Commissioner Precinct
	Precinct 2
	Precinct 3

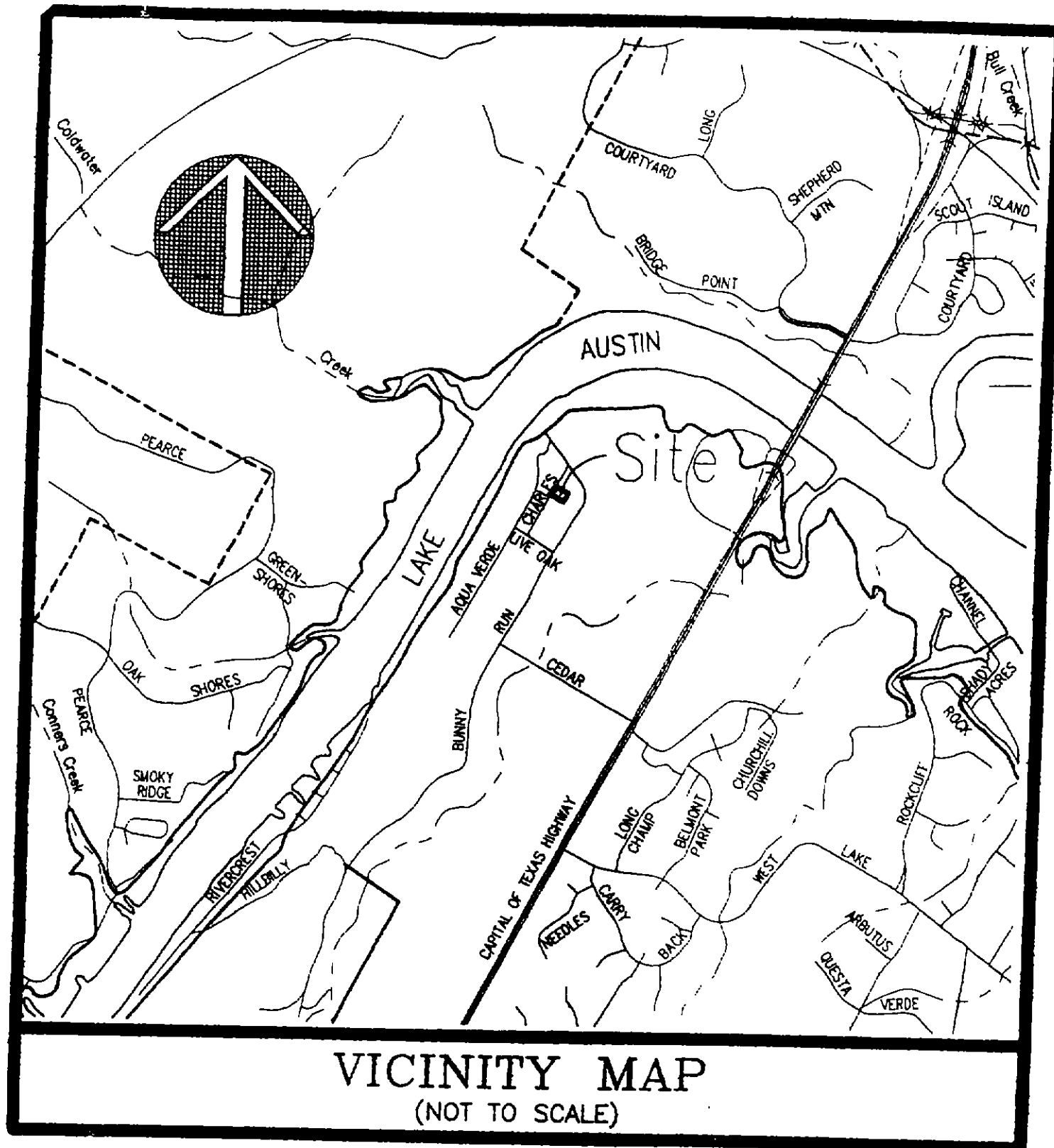


Map Prepared by Travis County Dept. of Transportation & Natural Resources Date 01/04/2006
<http://www.co.travis.tx.us/maps>

Travis County Roadways, Map C

Text Scale
 1 inch equals 1.000 miles
 1 inch equals 5,280 feet

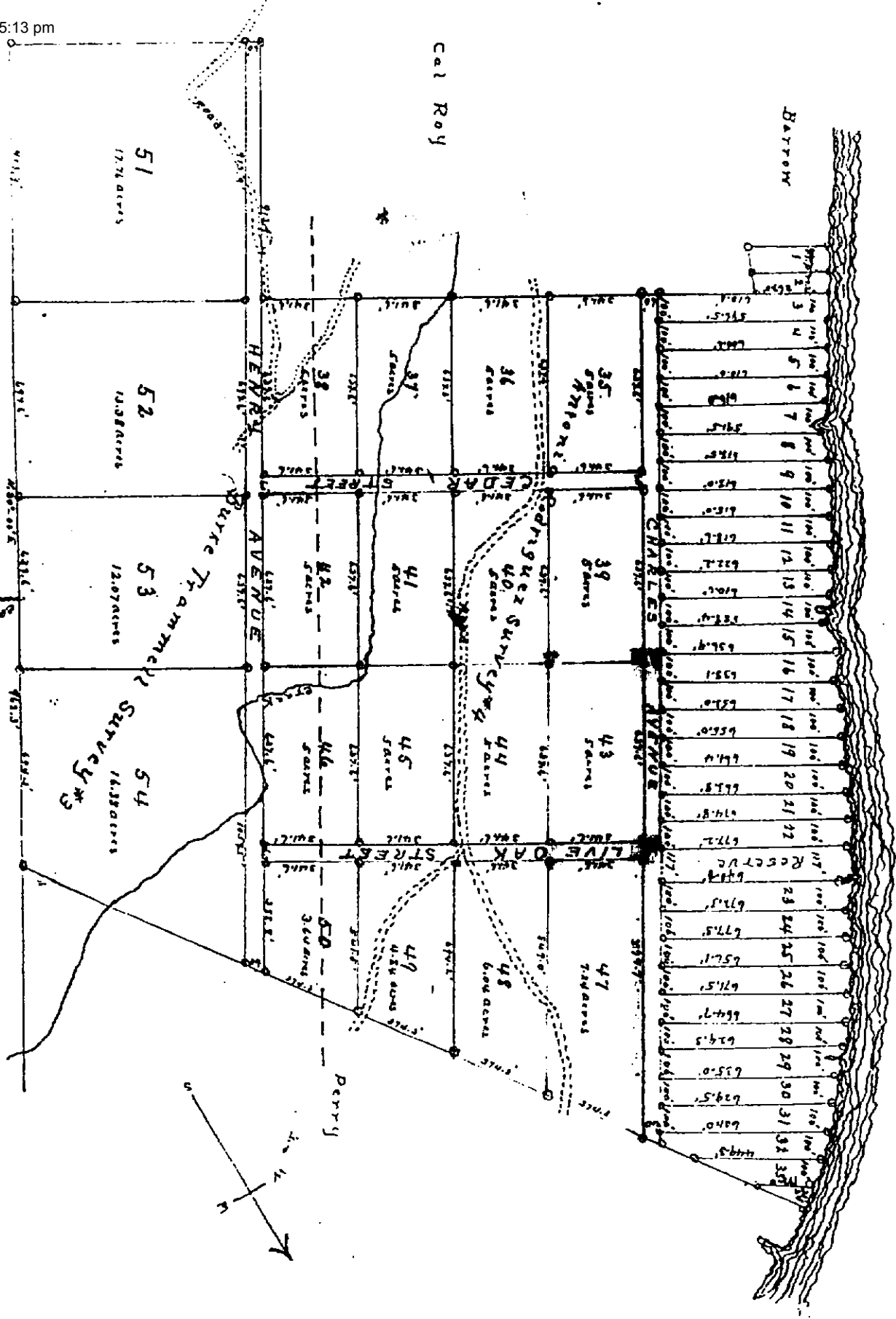
Map Disclaimer: This map was created for the Travis County. It is not intended for use in any other way. The data is provided as is with no warranties of any kind. For questions, contact the Travis County GIS Coordinator at (512) 854-3383.



Existing Plat

LAKE SIDE ADDITION
TRAVIS COUNTY TEXAS

LAKE AUSTIN



This subdivision is part of Antonio Rodriguez Survey No. 4 and Burke Trammell Survey No. 3 in Travis Co. Texas. At time of subdivision this property was owned by F. H. Smith, Fred C. Moore and E. W. McDonald. Property lines shown were found in on a level 5 feet higher than the former lake level. This plat is the approximation under line of the

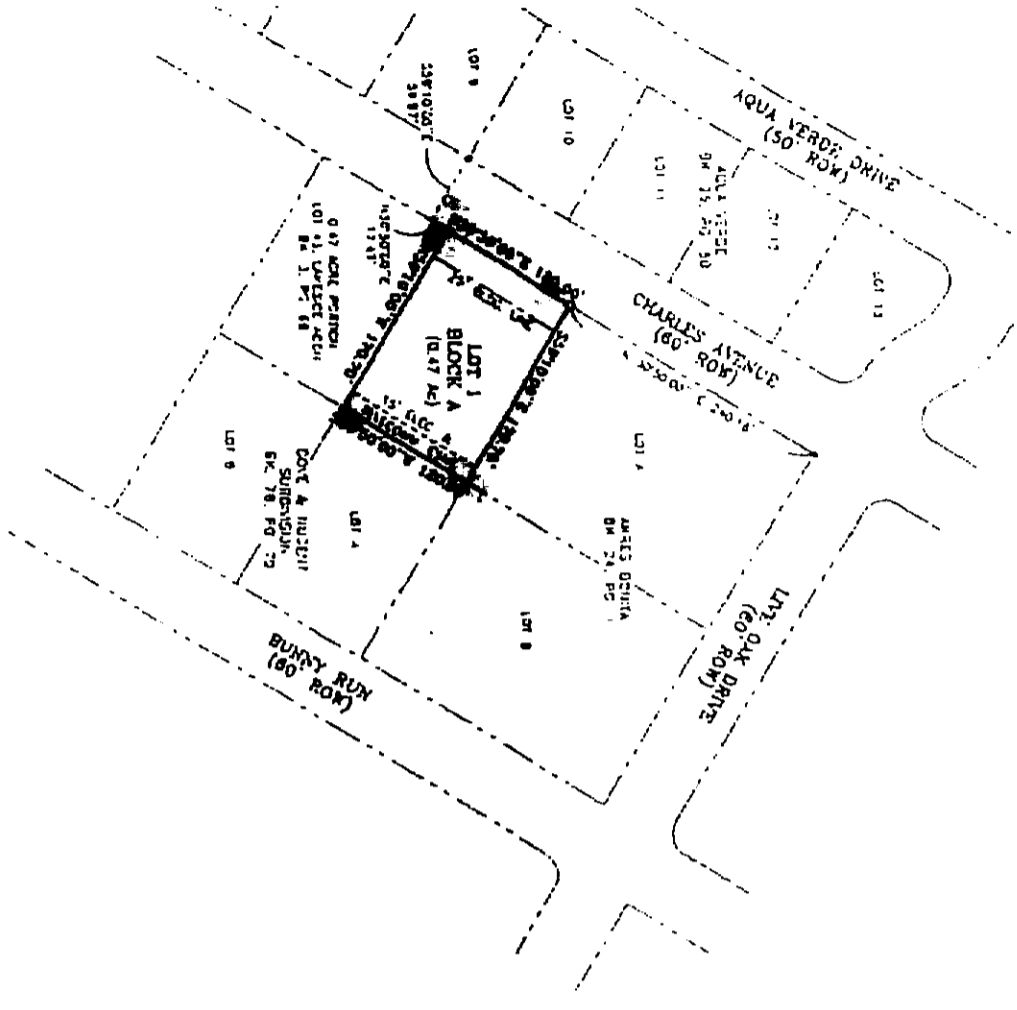
The State of Texas }
County of Travis }
I, J. H. Smith, County Clerk }
do hereby certify that }
the following is a true and }
correct copy of the }
original plat of }
Lake Side Addition, }
Travis County, Texas, }
as the same appears }
in the records of }
this office, to wit: }
That said plat was }
filed for record }
on the 18th day of }
July, 1921, at }
10 o'clock }
A.M. }
and that the }
same is a true and }
correct copy of the }
original plat of }
Lake Side Addition, }
Travis County, Texas, }
as the same appears }
in the records of }
this office, to wit: }
That said plat was }
filed for record }
on the 18th day of }
July, 1921, at }
10 o'clock }
A.M. }
and that the }
same is a true and }
correct copy of the }
original plat of }
Lake Side Addition, }
Travis County, Texas, }
as the same appears }
in the records of }
this office, to wit: }
That said plat was }
filed for record }
on the 18th day of }
July, 1921, at }
10 o'clock }
A.M. }

The State of California }
County of Imperial }
Before me, the undersigned }
this day personally appeared }
J. H. Smith, known }
to me to be the person whose name }
is subscribed to the }
above instrument and acknowledged }
to me that he executed the }
same for the purposes and }
consideration therein expressed. }
I give under my hand and seal of }
office }
this 18th day of July, 1921. }
R. B. Reppert }
Notary Public, Imperial }
(Notary Seal)

The State of Texas }
County of Travis }
Before me, the undersigned }
this day personally appeared }
J. E. Moore and }
F. H. Smith, known }
to me to be the persons whose names }
are subscribed to the foregoing }
instrument and acknowledged }
to me that they executed the }
same for the purposes and }
consideration therein expressed. }
I give under my hand and seal of }
office this }
18th day of July, 1921, at }
10 o'clock }
A.M. }
and that the }
same is a true and }
correct copy of the }
original plat of }
Lake Side Addition, }
Travis County, Texas, }
as the same appears }
in the records of }
this office, to wit: }
That said plat was }
filed for record }
on the 18th day of }
July, 1921, at }
10 o'clock }
A.M. }

Proposed Plat

MILLER SUBDIVISION
RESUBDIVISION OF PORTION OF
LAKE SIDE ADDITION
LOT 43



WHEREAS ALL LOTS BY THESE PRESENTS, THAT WASHINGTON COUNTY, TEXAS, BEING THE OWNER OF THAT CERTAIN OILY ACRES TRACT ALSO BEING DECEASED AS A PORTION OF LOT 43, LAKE SIDE ADDITION, AS SHOWN IN BOOK 2, PAGE 88 OF THE PUBLIC RECORDS OF WASHINGTON COUNTY, TEXAS, AND BEING CONVEYED TO THE CITY OF AUSTIN, TEXAS, BY DEED IN VOLUME 1418, PAGE 111 OF THE PUBLIC RECORDS OF WASHINGTON COUNTY, TEXAS, AND SUBDIVISION HAVING BEEN APPROVED FOR RESUBDIVISION PURSUANT TO THE PUBLIC INTERPRETATION AND HEARING PROVIDED BY CHAPTER 211.015, OF THE LEGAL CODE, WASHINGTON COUNTY, TEXAS, AND 0.47 ACRES IN ACRES TO BE KNOWN AS:

MILLER SUBDIVISION,
RESUBDIVISION OF PORTION OF LOT 43
LAKE SIDE ADDITION

IN ACCORDANCE WITH THE USE OF PLAT SYMBOL NOTATION, AND DO HEREBY OBTAIN TO THE PUBLIC THE USE OF ALL STREETS AND CARRIAGES HIGHWAYS, SUBJECT TO ALL ORDINANCES OR RESTRICTIONS HERETOFORE GRANTED AND NOT REPEALED.

WHICH IS HAD THE 24th DAY OF APRIL 2008

WITNESSE MY HAND AND SEAL OF OFFICE THIS 24th DAY OF APRIL 2008.

Walter W. Miller
COUNTY CLERK
WASHINGTON COUNTY, TEXAS

NOTARY PUBLIC IN AND FOR WASHINGTON COUNTY, STATE OF TEXAS

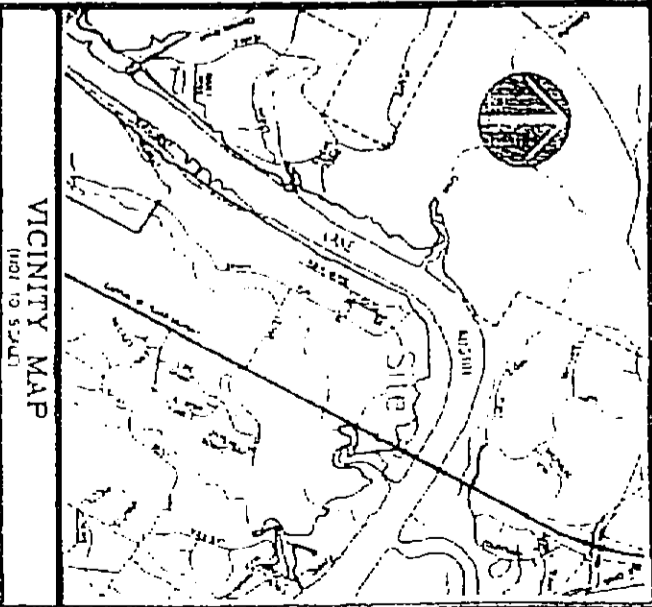
Walter W. Miller
COUNTY CLERK
WASHINGTON COUNTY, TEXAS

1. ANY PERSONS ARE ALL APPROVED UNDER THE LAWS OF THE STATE OF TEXAS TO PREPARE AND RECORD THIS INSTRUMENT AND HEREBY CERTIFY THAT THIS PLAT IS PREPARED FROM AN ACCURATE SURVEY AND COMPLIES WITH THE DISCREPANCY RELATED PORTIONS OF TITLE 25 OF THE AUSTIN CITY CODE OF 1989, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

REYNALDO CEDILLOS
P.E. 47371
AUSTIN, TEXAS 78763
(PHONE) 512-308-1322 (FAX) 512-228-8310



1. STATE A SURVEYOR. AN INSTRUMENT UNDER THE LAWS OF THE STATE OF TEXAS TO PREPARE THE SURVEY OF THIS PROPERTY AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED PORTIONS OF TITLE 25 OF THE AUSTIN CITY CODE OF 1989, IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACCURATE SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY DIRECT SUPERVISION ON THE GROUND.



SCALE: 1" = 100'

LEGEND

- 1/2-INCH WIDE ROD FOUND (WELLS OTHERWISE NOTED)
- 1/2-INCH HIGH 800 #4 PLASTIC CAP SHAPED WIDE-AREA SURVEY STI
- CONCRETE MONUMENT STI
- DL DUNDING UNIT

Single Family Lots	1 Lot
Common Area Lots	0 Lots
Total	1 Lot
Total Area	0.47 Acres

MCANGUS SURVEYING CO., INC.
1101 HIGHWAY 360 SOUTH
BUILDING H, SUITE 100
AUSTIN, TEXAS 78746
(512) 328-9302

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for:

DATE OF VOTING SESSION: September 16, 2008

A. REQUEST MADE BY: Commissioner Sarah Eckhardt, Precinct 2
(Elected/Appointed Official/Executive Mgr/County Attorney)

B. REQUESTED TEXT:

RECEIVE STATUS REPORT ON OUTREACH EFFORT TO RECRUIT FOR THE INTERGOVERNMENTAL RELATIONS COORDINATOR JOB VACANCY; AND, PROVIDE DIRECTION FOR SCHEDULING THE NEXT STEPS IN THE SELECTION PROCESS. (COMMISSIONER ECKHARDT)



COUNTY JUDGE OR COMMISSIONER

- A. Any backup material to be presented to the Court must be submitted with this Agenda Request (Original(s) & 8 copies).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. The originating department should send a copy of this Agenda Request and backup to them:

REQUIRED AUTHORIZATIONS: PLEASE CHECK IF APPLICABLE:

- _____ Additional funding for any department or for any purpose
- _____ Transfer of existing funds within or between any line item budget
- _____ Grant

PURCHASING OFFICE (854-9700)

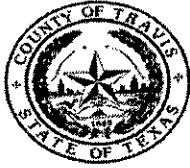
_____ Bid, Purchase Contract, Request for Proposals

COUNTY ATTORNEY'S OFFICE (854-9415)

_____ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
08 SEP 12 PM 1:56

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.



TRAVIS COUNTY

HUMAN RESOURCES DEPARTMENT

JOB VACANCY ANNOUNCEMENT

INTERGOVERNMENTAL RELATIONS COORDINATOR

STARTING SALARY RANGE: \$71,084 to \$92,409

OPEN UNTIL FILLED

Candidate Profile

Candidates must demonstrate a breadth and depth of experience with the legislative process, in legal and political negotiations, and be familiar with leaders and members of the legislature as well as state and local government officials, and department heads. Candidates must demonstrate the ability to promote Travis County's legislative agenda and work successfully with cities, counties, legislatures and other entities to advance the County's legislative interests and policies.

The desired candidates will be able to identify emerging issues that impact the County and prioritize the threats and opportunities of pending legislation at the local, state and federal level; research, draft and track legislation; monitor legislation and legislative hearings; interpret information and advise the Commissioners Court of strategies and action plans to achieve the policy goals of the County and affect legislative outcomes by advocating the County's position and crafting solutions to problems.

Strong oral and written communication skills are required for clear, concise and credible dialogue and presentations with elected officials, committees, and policy makers. Candidates must be able to build relationships, negotiate solutions among differing viewpoints and interests, while being assertive in presenting professional opinions in a tactful and diplomatic manner. The successful candidate will function with independence and initiative; however, must be able to collaborate successfully with others to solve conflicts and resolve issues.

Education and Experiences

Education should include a minimum of a Bachelor's degree in Business or Public Administration, or a closely related field and six years of advanced experience working with governmental entities and policy-makers at the local, state and federal levels. A Master's degree in Business Administration, Public Administration or a closely related field is preferred but not required.

First Application Review Date – September 15, 2008

To Apply

**Download the Travis County Employment Application and Email, Mail or Deliver to
Travis County-HRMD, 1010 Lavaca Street, Austin, TX 78701
512.854.9165**

E-mail: resumes.hr@co.travis.tx.us

Web site: <http://www.TravisCountyJobs.org>

-- An Equal Opportunity Employer --



Human Resources Management Department



1010 Lavaca, 2nd Floor

● P.O. Box 1748

● Austin, Texas 78767

● (512) 854-9165 / FAX (512) 854-4203

ITEM A1

MEMORANDUM

DATE: September 16, 2008
TO: Members of the Commissioners Court
FROM: Linda Moore Smith, Director, Human Resources Management Department
SUBJECT: Intergovernmental Relations Coordinator (IGR) Job Vacancy
CC: Alicia Perez, Executive Manager, Administrative Operations

Proposed Motion:

Receive status report on outreach effort to recruit for the Intergovernmental Relations Coordinator job vacancy and provide direction for scheduling the next steps in the selection process.

Summary:

The IGR job vacancy was posted on August 11, 2008. The position is posted as "open until filled".

The position is posted on Channel 17-TV; Travis County Website; Work in Texas (Statewide); Work Austin; Statesman Jobs.com; and, a targeted recruiting list of 65 plus, current and former state and local elected officials and many other individuals to distribute within their networks.

As of Friday, September 12, 2008, sixty-six (66) individuals had applied for the position. Of the sixty-six applicants, sixteen (16) met the minimum qualification requirements. Seven of the sixteen met the preferred requirements. See Chart Below

Met Preferred Qualification Requirements	7
Met Minimum Qualification Requirements	9
Did Not Meet Minimum Qualification Requirements	50
Total	66

Staff Recommendation

(1) Consider the pool of (16) applicants who met both the minimum and preferred qualification requirements for the IGR position

Justification: HRMD has determined that some applicants, who did not meet the preferred qualification requirement of a Master's degree, possess relevant experience that exceeds applicants with the Master's degree.

(2) Consider the following steps to complete the hiring and selection process

- Appoint a Selection Committee;
- Selection Committee receives the applications of those who met the minimum and preferred qualification requirements;
- Selection Committee reviews and prioritizes applicants for work knowledge, experience; and, any other criteria;
- Selection Committee prioritizes applicants for phone interviews;
- Selection Committee conducts phone interviews; and, provides a list of applicants to continue through the hiring and selection process;
- Selection Committee conducts formal interviews to select top candidates;
- Selection Committee recommends top candidates to the Court for final review and consideration;
- Commissioners Court conducts interviews; makes an offer to the top candidate; and, negotiate salary and benefits; and,
- Commissioners Court approves hiring of Intergovernmental Relations Coordinator.

Should you have questions, I may be reached at 4-9170.

TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION.
TRAVIS COUNTY HOUSING FINANCE CORPORATION
CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION
TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session September 16, 2008 Executive Session _____
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President
Elected Official
- B. Requested Text: Consider and take appropriate action on request to approve budget for FY-2009.

Approved by: _____
Signature of Samuel T. Biscoe, President

- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies of agenda request and backup).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

III. Required Authorizations: Please check if applicable.

- Planning and Budget Office (473-9106)
- ___ Additional funding for any department or for any purpose
- ___ Transfer of existing funds within or between any line item
- ___ Grant
- Human Resources Department (473-9165)
- ___ A change in your department's personnel (reclassifications, etc.)
- Purchasing Office (473-9700)
- ___ Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (473-9415)
- ___ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

08 SEP -9 PM 3:33
RECEIVED
COUNTY JUDGE'S OFFICE

TRAVIS COUNTY HOUSING FINANCE CORPORATION
TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION
TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION

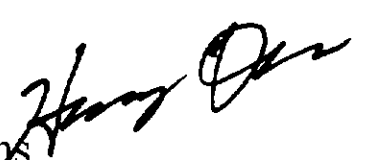
DATE: September 16, 2008
TO: Boards of Directors
FROM: Harvey L. Davis, Manager, Travis County Corporations 
SUBJECT: FY-2009 Budgets

Exhibit A attached is the proposed budgets for the four County Corporations. Below are some key points included in the proposed budgets.

Travis County Housing Finance Corporation

- Provides \$267,517.77 to complete the Visitation Center.
- Provides \$33,500 to fund a new down payment assistance program and reserves \$50,000 to fund down payment loans before reimbursements.
- If the financial environment is favorable, staff may ask the Board to consider a new single family bond program and/or a new down-payment assistance program. Expenses for new programs are not included in the budget.

Travis County Health Facilities Development Corporation

- Provides funds for the commitments to Meals on Wheel (\$250,000) and Family Eldercare (\$250,000) previously approved by the Board;
- Provides \$100,000 for Southwest Key previously approved by the Commissioners Court;
- Provides \$13,535.74 for the Wellness Program – the unspent balance of \$20,000 approved by the Board in FY07.

All excess funds are placed in allocated reserves to give the Board the ability to approve additional expenditures. The budgeted allocated reserves for the four Corporations total \$455,083.73. The budgets assume that no new bonds will be issued.

cc: Rodney Rhoades, Executive Manager, Planning and Budget
Leroy Nellis, Manager, Planning and Budget
Mary Mayes, Assistant Manager
Mike Gonzalez, Sr. Financial Analyst

Combined Travis County Corporations
 FY-2009 Adopted Budget
 Adopted on September 16, 2008

Exhibit A

	Travis County Housing Finance Corporation	Travis County Health Facilities Dev. Corp.	Capital Industrial Development Corporation	TC Cultural Ed. Fac Finance Corp.	Combined TOTALS
General Fund Revenue					
Beginning Fund Balance	\$ 532,452.74	\$ 655,894.81	\$ 8,264.14	\$ 9,089.70	1,205,701.39
Annual Fees	141,978.00	244,380.00	-	-	386,358.00
Issuers Fee	7,200.00				7,200.00
TDHCA Grant - Home Buyer Assistance - 08 Program	312,000.00				312,000.00
Interest Income	5,145.47	12,467.91	125.88	147.14	17,886.40
Total Revenues	\$ 1,005,976.21	912,742.72	8,390.02	9,236.84	\$ 1,936,345.79

General Fund Expenditures					
Professional Fees: Legal	\$ 20,000.00	\$ 4,500.00	\$ 300.00	\$ 300.00	25,100.00
Professional Fees: Audit	3,517.44	4,332.92	54.59	60.05	7,965.00
Contract: Travis County	57,473.21	70,797.61	892.04	981.15	130,144.00
Contract: Meals on Wheel		125,000.00			125,000.00
Contract: Family Eldercare	-	250,000.00			250,000.00
Contract: Southwest Key		100,000.00			100,000.00
Wellness Program		13,535.74			13,535.74
Home Buyer Assistance Grants - 08 Program	345,500.00				345,500.00
Contract: Visitation Center	267,517.77				267,517.77
Plat fee reimbursement policy	24,800.55				24,800.55
Bond Review Board Fees	10,000.00				10,000.00
Extension Costs - 07 Series	5,000.00				5,000.00
Dues	600.00				600.00
Bank Charges	100.00				100.00
Administrative	750.00	250.00			1,000.00
Total Expenditure Budgets	735,258.97	568,416.26	1,246.64	1,341.19	1,306,263.06
Cash Reserve for Home Buyer Assistance	50,000.00				50,000.00
Reserve for Meals on Wheel contract		125,000.00			125,000.00
Transfers to Allocated Reserves	220,717.24	219,326.46	7,143.38	7,895.65	455,082.73
Total Budgeted Ending Fund Balance	0.00	0.00	0.00	0.00	0.00
TOTAL	\$ 1,005,976.21	\$ 912,742.72	\$ 8,390.02	\$ 9,236.85	\$ 1,936,345.79

TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session September 16, 2008 Executive Session _____
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President
Elected Official
- B. Requested Text: Consider and take appropriate action on request to approve minutes of Board of Director meetings of July 22, July 29, August 12 and August 26, 2008.

Approved by: _____
Signature of Samuel T. Biscoe, President

- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies of agenda request and backup).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

III. Required Authorizations: Please check if applicable.

- Planning and Budget Office (473-9106)
- ___ Additional funding for any department or for any purpose
- ___ Transfer of existing funds within or between any line item
- ___ Grant
- Human Resources Department (473-9165)
- ___ A change in your department's personnel (reclassifications, etc.)
- Purchasing Office (473-9700)
- ___ Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (473-9415)
- ___ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HOUSING FINANCE CORPORATION
HELD ON TUESDAY, JULY 22, 2008**

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, July 22, 2008, at 1:42 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Gerald Daugherty, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary. Sarah Eckhardt, Vice President was absent.

1. RECEIVE UPDATE BY STAFF AND PROFESSIONALS ON THE STATUS OF THE CORPORATION'S CURRENT \$15.5 MILLION SERIES 2007A SINGLE FAMILY BOND PROGRAM.

The Board heard from: Harvey Davis, Manager;
Mark O'Brian, Morgan Keegan;
Ladd Patillo, Financial Advisor.

Motion: NO ACTION TAKEN

Staff Note: Presentation and discussion only, no action required.

2. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE A RESOLUTION EXTENDING THE MORTGAGE LOAN ORIGINATION PERIOD FOR THE \$15.5 MILLION TRAVIS COUNTY HOUSING FINANCE CORPORATION SINGLE FAMILY MORTGAGE REVENUE AND REFUNDING BONDS (MORTGAGE-BACKED SECURITIES PROGRAM) SERIES 2007A (AMT).

The Board heard from: Harvey Davis, Manager

Motion: Director Daugherty moved to approve the extension.
Director Gomez seconded the motion.

Motion carried:	Director Biscoe	yes
	Director Eckhardt	absent
	Director Daugherty	yes
	Director Gomez	yes
	Director Davis	yes

Staff Note: 6 month extension approved.

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HOUSING FINANCE CORPORATION
HELD ON TUESDAY, JULY 29, 2008**

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, July 29, 2008, at 11:56 a.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Gerald Daugherty, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary. Sarah Eckhardt, Vice President was absent.

1. **CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE MINUTES FOR BOARD OF DIRECTORS MEETINGS OF APRIL 22, APRIL 29, MAY 20, MAY 27, JUNE 3 AND JUNE 10, 2008.**

The Board heard from: NONE

Motion: Director Gomez moved to approve the minutes as presented.
Director Davis seconded the motion.

Motion carried:	Director Biscoe	yes
	Director Eckhardt	absent
	Director Daugherty	yes
	Director Gomez	yes
	Director Davis	yes

2. **CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE HOME HOMEBUYER ASSISTANCE CONTRACT NO. 1000938 WITH THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS.**

The Board heard from: Miguel Gonzalez, Sr. Financial Analyst

Motion: Director Gomez moved to approve the contract.
Director Davis seconded the motion.

Motion carried:	Director Biscoe	yes
	Director Eckhardt	absent
	Director Daugherty	yes
	Director Gomez	yes
	Director Davis	yes

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HOUSING FINANCE CORPORATION
HELD ON TUESDAY, AUGUST 12, 2008**

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, August 12, 2008, at 1:42 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Gerald Daugherty, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary.

1. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO REIMBURSE LENDERS PARTICIPATING IN THE 2006 SINGLE FAMILY BOND PROGRAM THAT DID NOT USE ALL THEIR MORTGAGE LOAN ALLOCATIONS.

The Board heard from: Harvey Davis, Manager

Motion: Director Biscoe moved to approve the request to reimburse.
Director Gomez seconded the motion.

Motion carried:	Director Biscoe	yes
	Director Eckhardt	yes
	Director Daugherty	yes
	Director Gomez	yes
	Director Davis	yes

Staff Note: Five reimbursement checks that total \$17,583.35.

2. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO REVIEW AND APPROVE MARKETING PLAN FOR 2008/2009 HOME BUYER ASSISTANCE PROGRAM.

The Board heard from: Harvey Davis, Manager

Motion: Director Daugherty moved to approve the marketing plan.
Director Gomez seconded the motion.

Motion carried:	Director Biscoe	yes
	Director Eckhardt	yes
	Director Daugherty	yes
	Director Gomez	yes
	Director Davis	yes

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HOUSING FINANCE CORPORATION
HELD ON TUESDAY, AUGUST 26, 2008**

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, August 26, 2008, at 1:52 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary. Gerald Daugherty, Treasurer was absent

1. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM AUSTIN CHILDREN'S SHELTER FOR ASSISTANCE IN THE CONSTRUCTION OF A NEW CAMPUS ON THE MUELLER AIRPORT SITE.

The Board heard from: Harvey Davis, Manager

Motion: Director Biscoe moved for staff to draft a letter to express appreciation to Austin Children's Shelter for their request, but to notify them that due to limited funding, the corporation will not be funding additional capital projects, opting to support shortfalls in basic social programs.
Director Gomez seconded the motion.

Motion carried:	Director Biscoe	yes
	Director Eckhardt	yes
	Director Daugherty	absent
	Director Gomez	yes
	Director Davis	abstain

Staff Note: This would not include the Meals on Wheels and More project already approved. Director Davis abstained due to relationship conflict.

2. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE INVOICE FOR LEGAL SERVICES RENDERED AND EXPENSES INCURRED.

The Board heard from: Harvey Davis, Manager

Motion: Director Biscoe moved to approve payment of invoice.
Director Davis seconded the motion.

Motion carried:	Director Biscoe	yes
	Director Eckhardt	yes
	Director Daugherty	absent
	Director Gomez	yes
	Director Davis	yes

TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session September 16, 2008 Executive Session _____
Date Date Date

I. A. Request made by: Samuel T. Biscoe, President
Elected Official

B. Requested Text: Consider and take appropriate action on request to approve a contract with Meals on Wheels and More, Inc.

Approved by: _____
Signature of Samuel T. Biscoe, President

II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies of agenda request and backup).

B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

III. Required Authorizations: Please check if applicable.

- Planning and Budget Office (473-9106)
- ___ Additional funding for any department or for any purpose
- ___ Transfer of existing funds within or between any line item
- ___ Grant
- Human Resources Department (473-9165)
- ___ A change in your department's personnel (reclassifications, etc.)
- Purchasing Office (473-9700)
- ___ Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (473-9415)
- ___ Contract, Agreement, Policy & Procedure

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**TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT
CORPORATION**

DATE: September 16, 2008

TO: Board of Directors, Travis County Health Facilities Development Corporation

FROM: Miguel Gonzalez, Sr. Financial Analyst *MG*

SUBJECT: Contract providing financial support to Meals on Wheels and More, Inc. new program center.

Proposed Motion:

To approve attached contract with Meals on Wheels and More, Inc., and to authorize Board President, Samuel Biscoe, to execute the agreement.

Background:

On April 8, 2008, the Travis County Health Facilities Development Corporation (TCHFDC) approved a contribution of \$250,000 over the next two years to support the expansion of Meals on Wheels and More's headquarters and kitchen facility. This amount will be provided in two equal installments of \$125,000 each on October 15, 2008 and October 15, 2009.

Attached is the contract drafted by TCHFDC staff and reviewed by Cliff Blount. The agreement has been signed by Dan Pruett, President and CEO, Meals on Wheels and More, Inc. and is pending final execution by TCHFDC President, Samuel T. Biscoe.

Contract Highlights:

Parties: *TCHFDC and Meals on Wheels and More, Inc.*

Total funding: *\$250,000 over a two year period – 2008 and 2009*

Date funds are available: *according to Draw Schedule in Exhibit A of the contract; no more than \$125,000 will be released prior to October 15, 2008.*

Purpose of funds: *completing an expansion of its facility located on 3227 E. 5th Street in Austin, Texas. The newly expanded facility will be used for the sole purpose of increasing the agency's capacity to meet their mission of: "To help the homebound and other people in need through services that promote dignity and independent living".*

cc: Cliff Blount, Esq.
Leroy Nellis, Budget Manager
Harvey Davis, Manger
Mary Mayes, Assistant Manager

**CONTRACT BETWEEN THE
TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
AND
MEALS ON WHEELS AND MORE**

This Contract (the "Contract") is entered into to be effective as of August 26, 2008, by Travis County Health Facilities Development Corporation, a Texas public nonprofit corporation (the "Corporation") and Meals on Wheels and More, a Texas nonprofit corporation ("MWM").

RECITALS

MWM has requested funds from the Corporations to assist MWM in completing an expansion of its facility located on 3227 E. 5th Street in Austin, Texas, (the "Project"). The Board of Directors of the Corporation has authorized the provision of funds to MWM to provide funding to assist with the improvement, completion, use and/or operation of the Project.

MWM will use the newly expanded facility for the sole purpose of increasing the agency's capacity to meet their mission of; "To help the homebound and other people in need through services that promote dignity and independent living."

AGREEMENT

NOW, THEREFORE, the parties agree to the terms and conditions stated in this Contract.

1.0 DEFINITIONS

In this Contract, "Contract Funds" means all funds paid by the Corporations to MWM pursuant to this Contract.

2.0 CONTRACT PERIOD

This Contract shall continue in full force for the Contract Period which commences on August 26, 2008, and terminates on September 30, 2010.

3.0 MWM PERFORMANCE

3.1 MWM Responsibilities. During the Contract Period, MWM shall complete and then operate the Project in accordance with its corporate purposes and mission for a minimum of five (5) years.

3.2 Quarterly Report. MWM agrees to provide quarterly progress reports specified on "Exhibit A" to the Corporation within 30 days after the end of each calendar quarter, beginning with the quarter ending June 30, 2008.

3.3 Civil Rights/ADA Compliance. MWM shall comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933]. MWM shall not discriminate against any employee, applicant for employment, or participant in any of its programs based on race, religion, color, sex, national origin, age or handicapped condition.

3.4 Overpayment and Disallowed Payments. MWM shall refund to the Corporation any money which the Corporation reasonably determines (a) has been overpaid to MWM by the Corporation, or (b) as a result of periodic program evaluations or financial audits, has not been spent by MWM strictly in accordance with the terms of this Contract. Such refund shall be made by MWM to the Corporation within thirty (30) days after the refund is requested by the Corporation.

3.5 W-9 Taxpayer Identification Form. If requested, MWM shall provide the Corporation with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the Corporation before any Contract Funds are paid to MWM.

3.6 MWM Covenants. MWM represents and warrants to the Corporation that:

a. MWM is not a party to any action, suit or proceeding pending or concluded, nor, to the knowledge and good faith belief of MWM, is MWM threatened with any suit or proceedings which may bring into question the validity of the transaction herein contemplated or might result in any adverse change in the business or financial condition of MWM.

b. The making of this Agreement and the consummation of the transaction contemplated herein will not violate any provision of law or result in any breach or constitute a default under any agreement to which MWM is presently a party.

c. All information, reports and data furnished or to be furnished to the Corporations in connection with this Agreement are complete and accurate as of the date shown on the information, data or report, and that since said date there has been no material change, adverse or otherwise, in the financial condition of the MWM.

d. None of the provisions of this Agreement contravenes or is in conflict with the authority under which MWM is doing business or with the provisions of any existing indenture or agreement of MWM.

4.0 CORPORATION PERFORMANCE

4.1 Maximum Funds. In consideration of the promises herein contained and to satisfactorily assist MWM in the construction of the Project, the Corporation shall provide MWM Contract Funds of Two Hundred Fifty Thousand Dollars (\$250,000.00). No more than \$125,000 will be released prior to October 15, 2008.

4.2 Release of Funds. Funds will be released by the Corporation according to the Draw Schedule detailed in “**Exhibit A**”. Upon receipt of a completed and approved Draw Request “**Exhibit A**” from MWM, the Corporation shall release funds within 30 days.

5.0 EXPRESS ACKNOWLEDGEMENTS

5.1 Maximum Amount. MWM expressly acknowledges and agrees that the sum stated in Section 4.1 is the maximum amount to be paid by the Corporation to MWM hereunder.

5.2 Satisfactory Performance. The parties expressly acknowledge and agree that payments under this Contract are contingent upon MWM’s full and satisfactory performance of the terms of this Contract.

5.3 Disallowed Payments. MWM expressly acknowledges and agrees that it shall be liable to the Corporations for any payments disallowed pursuant to financial and compliance audit(s) relating to the Project.

5.4 Independent Contractor. The parties expressly acknowledge and agree that MWM is an independent contractor and assumes all of the rights, obligations and liabilities applicable to it as an independent contractor. No employee of MWM shall be considered an employee of the Corporation or gain any rights against the Corporation pursuant to the Corporation’s personnel policies.

5.5 Recognition of Contract Funds. MWM agrees to include the Corporation on any plaques or other permanent acknowledgements of gifts and donations to MWM for use in constructing or operating the Project in a manner similar to other acknowledgements it makes. The plaque or other public acknowledgement will be of similar size, style and type as all other gifts and donations of amounts similar to the Contract Funds.

6.0 RETENTION AND ACCESSIBILITY OF RECORDS

6.1 Fiscal Records. MWM shall maintain all fiscal records and documentation for all expenditures pertaining to this Contract in a readily available state and location for three (3) years after the end of the Contract Period.

6.2 Corporation Access. MWM shall give the Corporation, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files and other papers, things or property belonging to or in use by MWM pertaining to this Contract at reasonable times and for reasonable periods. These rights to access shall continue as long as the records are retained by MWM.

6.3 Annual Audit. Unless otherwise directed by the Corporation, MWM, at its expense, shall arrange for the performance of an annual financial audit by a firm of Certified Public Accountants in accordance with generally accepted accounting principles and procedures for a non-profit organization for each of the fiscal years in which the MWM receives Contract Funds. Unless otherwise specifically authorized by the Corporations in writing, MWM shall

submit two (2) copies of the audit report to the Corporations within 10 days of its issuance by the auditor, but in no event later than 6 months after the end of the MWM's fiscal year.

7.0 CONFIDENTIALITY

The Corporation agrees to keep confidential at all times all information received from MWM if required to do so by law.

8.0 SURVIVAL OF CONDITIONS

The provisions of this Contract shall survive beyond the end of this Contract until MWM has complied with all provisions hereof.

9.0 MONITORING

The Corporation reserves the right to perform periodic on-site monitoring of MWM's compliance with the terms hereof, of the adequacy and timeliness of MWM's performance hereunder, and to conduct an annual financial and compliance audit of Contract Funds and the Project. Within thirty (30) days of each monitoring visit or audit, the Corporation shall provide MWM with a written report of the monitor's or auditor's findings. If the report denotes deficiencies in MWM's performance hereunder, it shall include the requirements and deadlines for the correction of those deficiencies by MWM. MWM agrees to reasonably undertake the actions specified in any such report. MWM shall take whatever action is reasonably appropriate to facilitate the performance of any audits conducted pursuant to this Contract.

10.0 INDEMNIFICATION AND CLAIMS NOTIFICATION

10.1 Indemnification. EXCEPT FOR THE CORPORATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT FOR WHICH EITHER IS ADJUDGED BY A COURT OF COMPETENT JURISDICTION TO BE LEGALLY LIABLE, MWM AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS THE CORPORATION, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY MWM, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF IN CONNECTION WITH THE CONSTRUCTION AND USE OR OPERATION OF THE PROJECT. EXCEPT AS AFORESAID, IT IS THE EXPRESSED INTENTION OF THE PARTIES TO THIS CONTRACT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS FOR MWM TO INDEMNIFY AND PROTECT THE CORPORATION FROM THE CONSEQUENCES OF ITS OWN NEGLIGENCE ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT, WHETHER THAT NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE.

10.2 Claims Notification. If any claim or other action, including proceedings before an administrative agency, is made or brought by any person or entity against MWM or the

Corporation, the party against whom the claim is made shall give the other party written notice of such claim or other action within three (3) business days after being notified of the claim or action or the threat of it. The notice shall include the name and address of the person or entity making such claim, the basis of the claim, the court or administrative agency where the claim was initiated or is threatened to be initiated, and the name of the person(s) against whom the claim is made or threatened, and the notifying party shall provide copies of all pertinent documents to the other party.

11.0 SUSPENSION

If MWM fails to comply with any provision hereof, and after the Corporation has notified MWM in writing of the provision of the Contract that MWM is not in compliance with and such failure to comply continues for a period of 20 days after the Corporation has notified MWM, the Corporation may suspend this Contract in whole or in part, and require the repayment of the Contract Funds.

12.0 TERMINATION

12.1 Reasons for Termination. The Corporation shall have the right to terminate this Contract, in whole or in part, if MWM has failed to comply with any material term or condition of this Contract, and such failure to comply shall continue for a period of more than ten (10) days after written notice of such failure has been given to MWM. Further, the Corporation shall have the right to immediately terminate this Contract and to be reimbursed for the Contract Funds should MWM fail to use the Project as a medical examination room.

12.2 Notification. The Corporation shall notify MWM in writing at least ten (10) days before the date of the Corporation's termination of this Contract, the reasons for termination, the effective date of termination and, in the case of partial termination, the portion of the Contract to be terminated.

12.3 Continued Liability. Notwithstanding the exercise by the Corporation of its right to suspend or terminate, MWM shall not be relieved of any liability to the Corporation for damages due to the Corporation by virtue of any breach of this Contract or otherwise pursuant to this Contract.

13.0 NON-WAIVER OF DEFAULT

No payment, act or omission by a party may constitute or be construed as a waiver of any breach or default of such party which then exists or which may subsequently exist. All rights of the parties under this Contract are reserved and any payment, act or omission shall not impair or prejudice any right or remedy of a party hereto. The pursuit of any right or remedy under this Contract or by law shall not preclude the exercise of any other right or remedy under this Contract or pursuant to law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy.

14.0 AMENDMENTS

Any amendment to any term of this Contract shall be effective only if it shall be in writing and signed by both parties hereto.

15.0 ASSIGNABILITY; BINDING AGREEMENT

Neither party may assign any of the rights or obligations under this Contract without the written consent of the other party hereto. This Contract shall be binding upon the successors, assigns and legal representatives of the parties hereto.

16.0 ENTIRE AGREEMENT

All oral and written agreements between the parties hereto that were made prior to the execution hereof have been reduced to writing and are contained in this Contract. All exhibits hereto are made a part of this Contract.

17.0 LAW AND VENUE

This Contract is governed by the laws of the State of Texas and all obligations under this Contract shall be performable in Travis County, Texas.

18.0 SEVERABILITY

If any portion of this Contract is ruled invalid by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

19.0 NOTICES

Any notice required to be given under this Contract shall be in writing and deemed to be given when actually delivered or no later than the third day after it is deposited in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address specified below or such other address as may be given to each party from time to time:

Travis County Health Facilities Development Corporation
Attention: President
P.O. Box 1748
Austin, Texas 78767

Meals on Wheels and More, Inc.
Dan Pruett, President & CEO
3227 E. 5th Street
Austin, TX 78702

20.0 LEGAL AUTHORITY

MWM represents that it has the legal authority to enter into this Contract and to construct and operate the Project. MWM will comply with all applicable laws, ordinances, rulings and codes.

21.0 CONFLICT OF INTEREST

MWM shall ensure that no person who is an employee, agent, consultant, or officer of MWM, or other person with decision making authority, may obtain a personal or financial benefit or interest from the activities contemplated hereunder or from the Contract Funds, either for himself or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

22.0 POLITICAL ACTIVITY

MWM shall not use any performance under this Contract or any portion of the Contract Funds for any activity related to the result of an election for public office.

23.0 DISPUTE RESOLUTION

When mediation is acceptable to both parties in resolving a dispute hereunder, the parties agree to use the Dispute Resolution Center in Austin, Texas, as the provider of mediators. Mediation will not constitute a final and binding resolution of any dispute unless both parties agree. All communications within the scope of the mediation shall remain confidential unless both parties agree, in writing, to waive the confidentiality.

24.0 INTERPRETATIONAL GUIDELINES

24.1 Computation of Time. When any period of time is stated in this Contract, the time shall be computed to exclude the first day of such period and to include the last day of such period. If the last day of any period falls on a Saturday, Sunday or legal holiday, those days shall be omitted from the computation.

24.2 Gender. Words of any gender in this Contract shall be construed to include the other gender.

24.3 Headings. The headings at the beginning of each provision of this Contract 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 Contract.

Executed as of the date first mentioned above.

**TRAVIS COUNTY HEALTH FACILITIES
DEVELOPMENT CORPORATION**

By: _____
Name: _____
Title: _____

MEALS ON WHEELS AND MORE

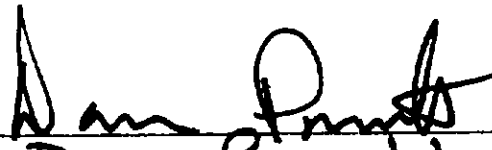
By: 
Name: DAN PAWETT
Title: President + CEO

Exhibit "A"

TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION

Contract Title Contract Between the Travis County Health Facilities Development Corporation and Meals on Wheels and More		Contract Amount \$250,000	Date of Report
Type of Report (circle one) Quaterly Final Draw		Draw Number _____	Period Covered by this Report from _____ to _____

Source of Funding

	Committed	Collected	% Collected
Contributions			
Reserves	\$ 350,000.00	\$ 350,000.00	100%
Reimbursed Soft Costs	\$ 300,000.00	\$ -	0%
Travis County	\$ 250,000.00	\$ -	0%
St. David's Health Foundation	\$ 250,000.00	\$ 83,334.00	300%
City of Austin Fee Waivers	\$ 20,000.00	\$ 20,000.00	100%
Lola Wright Foundation	\$ 20,000.00	\$ 20,000.00	100%
Shield-Ayers Foundation	\$ 40,000.00	\$ 20,000.00	200%
Individuals	\$ 272,744.00	\$ 157,817.00	173%
Debt			
Compass Bank Loan	\$ 2,292,989.00		
Total	\$ 3,795,733.00	\$ 651,151.00	17%

Use of Funding

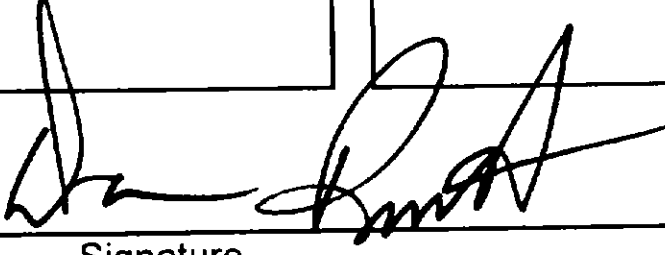
	Budgeted	Costs This Period	Total Costs to Date
Site Work	\$ 320,170.00		
Acquisition (We Own The Land)	\$ -		\$ -
Construction & Landscaping	\$ 2,344,263.00		\$ 210,000.00
Arch/Eng.	\$ 265,000.00		
Contingency	\$ 145,000.00		
Financing Costs (Approx.)	\$ 100,000.00		
Kitchen Equipment	\$ 381,300.00		
Fixtures, Furniture and Equipment	\$ 240,000.00		
Permits/Tap Fees (City Waived Fees)	\$ -		\$ -
Total	\$ 3,795,733.00	0	\$ 210,000.00

Progress of Construction

	Draw Schdule	Original Estimated Completion Date	% Completed	Date Completed
Arch./Eng. Phase I		4/1/2008		
Site and Building Pricing		8/15/2008		
Final Pricing		8/15/2008		
Site Work Construction	1 - 50%	11/31/2008		
Kitchen Construction		5/1/2009		
New Building Finish Out		7/15/2009		
Landscaping		7/15/2009		
Final Punch	2 - 50%	6/31/2009		
	100%	8/15/2009		

Dan Pruett, President and CEO

 Name and Title of Reporting Official



 Signature

TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session September 16, 2008 Executive Session _____
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President
Elected Official
- B. Requested Text: Consider and take appropriate action on request to approve minutes of Board of Director meetings of July 29 and August 26, 2008.

Approved by: _____
Signature of Samuel T. Biscoe, President

- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies of agenda request and backup).
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**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
HELD ON TUESDAY, JULY 29, 2008**

A regular meeting of the TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION Board of Directors was held on Tuesday, July 29, 2008, at 11:59 a.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Gerald Daugherty, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary. Sarah Eckhardt, Vice President was absent.

1. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE A CONTRACT WITH FAMILY ELDERCARE.

The Board heard from: Miguel Gonzalez, Sr. Financial Analyst

Motion: Director Davis moved to approve the contract. Director Gomez seconded the motion.

Motion carried:	Director Biscoe	yes
	Director Eckhardt	absent
	Director Daugherty	yes
	Director Gomez	yes
	Director Davis	yes

Staff Note: Total funding for Family Eldercare, \$250,000 over a two year period, 2008 and 2009.

ADJOURN

The meeting was adjourned at 12:00 p.m.

Margaret Gomez, Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
HELD ON TUESDAY, AUGUST 26, 2008**

A regular meeting of the TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION Board of Directors was held on Tuesday, August 26, 2008, at 1:59 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Gerald Daugherty, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary. Sarah Eckhardt, Vice President was absent.

1. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM AUSTIN CHILDREN'S SHELTER FOR ASSISTANCE IN THE CONSTRUCTION OF A NEW CAMPUS ON THE MUELLER AIRPORT SITE.

The Board heard from: Miguel Gonzalez, Sr. Financial Analyst

Motion: Director Biscoe moved for staff to draft a letter to express appreciation to Austin Children's Shelter for their request, but to notify them that due to limited funding, the corporation will not be funding additional capital projects, opting to support shortfalls in basic social programs. Director Gomez seconded the motion.

Motion carried:	Director Biscoe	yes
	Director Eckhardt	absent
	Director Daugherty	yes
	Director Gomez	yes
	Director Davis	abstain

Staff Note: Director Davis abstained due to relationship conflict.

ADJOURN

The meeting was adjourned at 2:00 p.m.

Margaret Gomez, Secretary