

1-17

Travis County Commissioners Court Agenda Request

Voting Session March 16, 2010
(Date)

Work Session _____
(Date)

I. A. Request made by: Joseph P. Gieselman
Signature of Elected Official/Appointed Official/
Executive Manager/County Attorney

Phone # 854-9383

B. Requested Text:

Consider and take appropriate action to temporarily close Oasis Bluff Drive to through traffic from Comanche Trail to Bullick Hollow Road in Precinct three for the "2010 ISSA Texas Sizzler" slalom skateboard races on March 27 & 28, 2010 from 8:00am to 5:00pm.

C. C. Approved by: _____

Karen Huber, Travis County Commissioner, 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 this Agenda Request and backup to them.

Don Ward, TNR (854-9317)

Greg Hamilton, County Sheriff, (854-9770)

David Greear, TNR (854-7650)

TCSO Dispatch (974-0845, #3)

Cheryl McVey, TNR Dispatch (854-9433)

Emergency Services District #6 (266-2533)

Leander I.S.D. (434-5008)

TCSO Dispatch (974-0800)

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 the backup memorandum and exhibits should be submitted to the County Judges 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 -4697

MEMORANDUM

March 5, 2010

TO: Members of the Commissioners Court
THROUGH: Joseph P. Gieselman, Executive Manager
FROM: Donald W. Ward, P.E. *DWW*
Division Director, Road Maintenance & Fleet Services
SUBJECT: Temporary Closure of Oasis Bluff Drive for "2010 ISSA Texas Sizzler" slalom skateboard races

PROPOSED MOTION:

Consider and take appropriate action to temporarily close Oasis Bluff Drive to through traffic from Comanche Trail to Bullick Hollow Road in Precinct three for the "2010 ISSA Texas Sizzler" slalom skateboard races on March 27 & 28, 2010 from 8:00am to 5:00pm.

SUMMARY AND STAFF RECOMMENDATION:

Staff recommends closing Oasis Bluff Drive. The "2010 ISSA Texas Sizzler" slalom skateboard races are scheduled to begin after 8:00am and finish by 5:00pm on March 27th & 28th, 2010. Every 15 minutes, traffic will be allowed to access Oasis Bluff Drive from Bullick Hollow to reach Villa Montana Way by traffic control and TCSO officers through the closure. All other times, the roadway will closed to through traffic.

A Release of Liability for Use of County Road is required from the event coordinator before the race begins.

ISSUES AND OPPORTUNITIES:

The road closure is necessary for the safety of racers, event staff, and observers.

BUDGETARY ISSUE:

This closure required some work by Travis County road maintenance crews to post public notice signs.

REQUIRED AUTHORIZATIONS:

This recommendation is made in accordance with Chapter 251 of the Transportation Code.

BACKGROUND:

This same event was held last year on the same section of roadway.

EXHIBITS:

Area map showing closure location.

cc: Don Ward
David Greear



NOTICE OF PUBLIC HEARING

Notice is hereby given that the Travis County Commissioners' Court, Travis County, Texas, will hold a Public Hearing on March 16, 2010, at 9:00 a.m. to consider the temporary closure of Oasis Bluff Drive for the "2010 ISSA Texas Sizzler" slalom skateboard races.

The Public Hearing will be held in the Commissioners' Courtroom in the Travis County Administration Building (first floor), 314 West 11th Street, Austin, Texas.

STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

ORDER _____

WHEREAS, Transportation and Natural Resources has recommended a temporary road closure of Oasis Bluff Drive for slalom skateboard races on March 27th & 28th, 2010 from 8:00am to 5:00pm; and

WHEREAS, a public hearing was held on Tuesday, March 16th, 2010 in the Commissioners' Court of Travis County, Texas, following required advance notice prior to the approval of this Order; then

BE IT THEREFORE ORDERED by the Commissioners' Court of Travis County, Texas, that the following road be temporarily closed as listed below:

PRECINCT THREE:

Oasis Bluff Drive

Closed to through traffic from Comanche Trail to Bullick Hollow Road.

PASSED AND ADOPTED THE _____ DAY OF _____, 2010.

Samuel T. Biscoe
County Judge

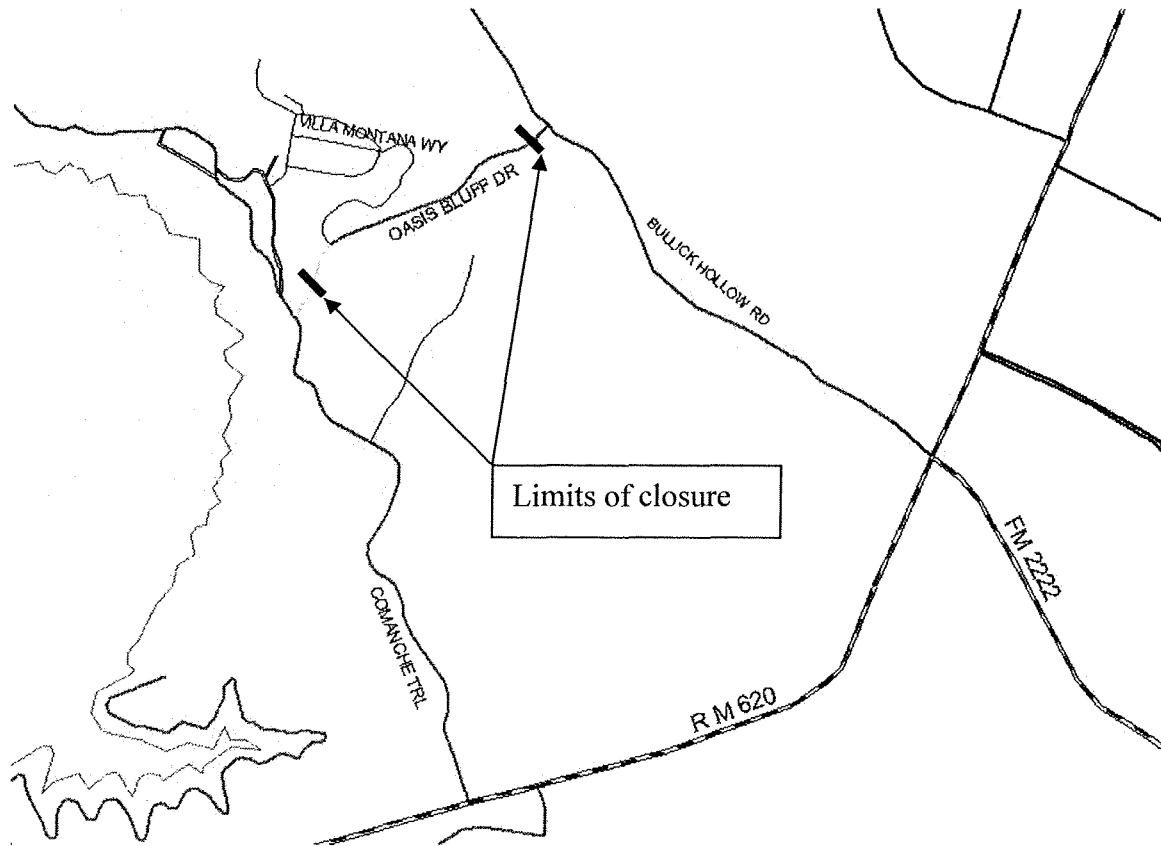
Ron Davis
Commissioner, Precinct 1

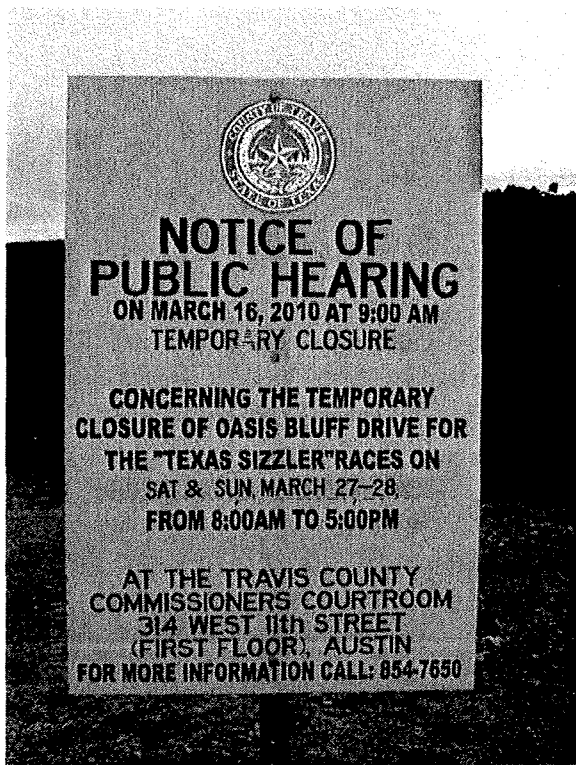
Sarah Eckhardt
Commissioner, Precinct 2

Karen Huber
Commissioner, Precinct 3

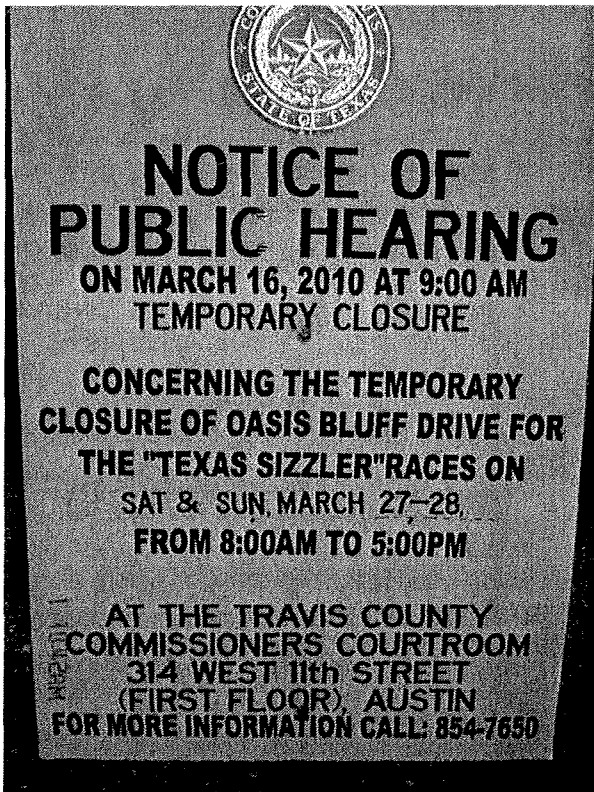
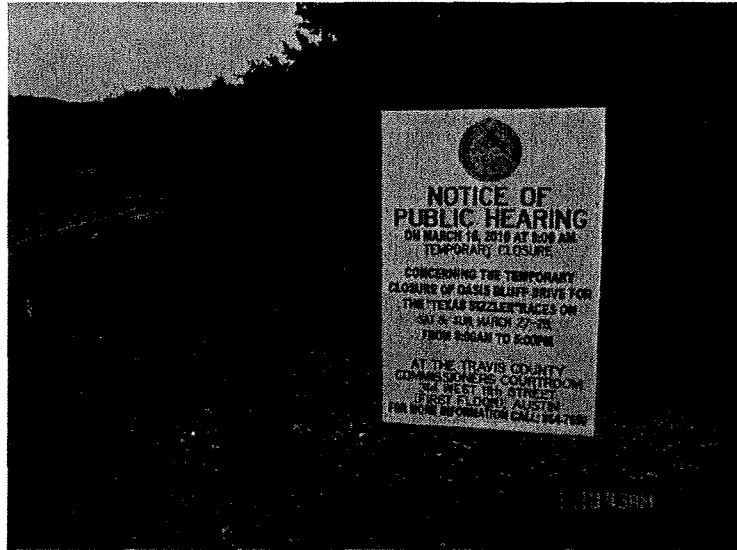
Margaret Gomez
Commissioner, Precinct 4

**Oasis Bluff Drive closure
for
"2010 ISSA Texas Sizzler" slalom skateboard race**





Public notice signs installed on 2/22/10 for westbound traffic near Bullick Hollow Road.



Public notice signs installed on 2/22/10 for eastbound traffic near Commanche Trail.



Travis County Commissioners Court Agenda Request

Voting Session 03/16/10 -
(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 Take Appropriate Action: Seismic Permit Covering 338.167 acres of Travis County School Land

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:

Tamara Armstrong, TCAO

854-9513

- 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.

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/09/2010

PRODUCER 432.571.4900 FAX 888.879.9409

Stoltz and Company, Ltd.
3300 North A Street, Ste 1100
Midland, TX 79705
Jennifer Bond

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED Dawson Geophysical Company
508 West Wall, Suite 800
Midland, TX 79701-5010

INSURER A: St. Paul Fire & Marine Ins Co

INSURER B: Travelers Indemnity Company

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY	VK04206892	10/01/2009	10/01/2010	EACH OCCURRENCE \$ 1,000,000
	X	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
		CLAIMS MADE				MED EXP (Any one person) \$ 5,000
	X	OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000
	X	POLICY				PRODUCTS - COMP/OP AGG \$ 2,000,000
		PRO-JECT				
		LOC				
A		AUTOMOBILE LIABILITY	VK04206892	10/01/2009	10/01/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	X	ANY AUTO				BODILY INJURY (Per person) \$
		ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	X	HIRED AUTOS				
	X	NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		ANY-AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
A		EXCESS / UMBRELLA LIABILITY	VK04206892	10/01/2009	10/01/2010	EACH OCCURRENCE \$ 25,000,000
	X	OCCUR				AGGREGATE \$ 25,000,000
		CLAIMS MADE				
		DEDUCTIBLE				
	X	RETENTION \$ 10,000				
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	HC2KUB117D459909	10/01/2009	10/01/2010	X WC STATUTORY LIMITS \$
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				OTHER \$
		If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
		OTHER				E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Blanket waiver of subrogation on General Liability, Auto Liability, and Work Comp policies as required by written contract with respects to work performed by the named insured(s). Blanket additional insured on General Liability and Auto Liability as required by written contract with respects to work performed by the named insured(s).

CERTIFICATE HOLDER

CANCELLATION

Travis County
Attn: Tamara Armstrong
314 W 11th St, Suite 420
Austin, TX 78701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Mark A Stoltz/JRB

ACORD 25 (2009/01)

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

#5A

Travis County Commissioners Court Agenda Request

Voting Session 16 March 2010
(Date)

Working Session _____
(Date)

- I. A. Request made by: COUNTY ATTORNEY (Tim Labadie) Phone: 854-5864

Signature of Elected Official/Appointed Official/Executive
Manager/County Attorney

- B. Requested Text:

Consider and take appropriate action concerning the settlement offer regarding payment for STAR Flight services rendered to Elliot Martinez, Executive Session also, pursuant to Tex. Gov't Code § 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.

Danny Hobby 854-9367

- III. Required Authorizations: Please check if applicable:

- A. 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

- B. Human Resources Department (854-9165)

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

- C. Purchasing Office

_____ Bid, Purchase Contract, Request for Proposal, Procurement

- D. 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.

Travis County Commissioners Court Agenda Request

Meeting Date: March 16, 2010

I. A. Requestor: Judge Biscoe Phone # 854-9555

B. Specific Agenda Language:

**CONSIDER AND TAKE APPROPRIATE ACTION REGARDING
CONTRACT WITH THE AUSTIN TURFCATS INDOOR FOOTBALL
TEAM TO USE TRAVIS COUNTY EXPOSITION CENTER. Executive
Session pursuant to Govt Code Ann 551.071, Consultation with
Attorney and 551.072, Real Property.**

C. Sponsor: _____
County Commissioner or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.

ROGER ELKHOURY - 44579 MICHAEL NORTON	
------------------------------------------	--

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, Travis County Code - Policy & Procedure

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.

Enter Turfcats.com
Skip Intro On Future Visits

INDOOR FOOTBALL IS BACK IN AUSTIN!

2010 Home Schedule



Fri 4/2	Amarillo Venom
Sat 4/10	Abilene Ruff Riders
Sat 4/24	Corpus Christi Hammerheads
Sat 5/1	San Angelo Stampede
Sat 5/8	West Texas Roughnecks
Sat 5/29	Arkansas Diamonds
Sat 6/19	Arkansas Diamonds

April 2 kickoff at 7:30pm
All other kickoffs at 6:30pm



SEASON TICKETS START AT \$55
FAMILY 4-PACKS START AT \$180
CALL (512) 929-TCAT (8228)

OR BUY ONLINE AT 

AUSTIN'S FASTEST GAME ON TURF

Enter Turfcats.com
Skip Intro On Future Visits

From: Michael Norton
To: Sam Biscoe
CC: ROGER EL-KHOURY
Date: 3/11/2010 8:52 AM
Subject: March 23 -- Agenda

Judge Biscoe,

As you may recall, the Expo Center has an indoor football team called the Turfcats, which begins it's second season in Austin, on April 02.

After their inaugural season, ownership was approached by Cedar Park about moving the team out there. Fortunately, we were able to retain them as a long-term licensee. Both last year and this year, the subject of concessions came up many times and like the very first conversation I had with them in 2008, I stated it simply is not going to happen. Many other teams in their league are sharing this revenue with the buildings they play at, but I was clear from the outset that it is not on the table. They have proven to be good people to work with, renting the Main Arena seven or eight (play offs -- one more or one less) times a year, generating a reasonable amount of concessions considering the small crowds (1,000 +/-). There was (3,000 +) attendees at their one play off game last year and it went into double overtime with them winning in the final seconds. The revenue to the Expo is anywhere from (\$45,000 - \$60,000) a year for just this one facility, while other facilities are often licensed the same weekends. So proportionally, the revenue is significant. When completing their 2010 agreement, they requested to keep the entire (optional) parking revenue vs. the existing form license where T.C. gets (1/3). Based on their prior crowds, this would be approximately (\$400 +/-) per. game to T.C. I told them I thought this was reasonable considering the minor amount of added revenue to the rent and concessions, of which sometimes the labor to staff parking is (1/3) or more of the gross. They are working to have various civic organizations supply parking staff, sharing the revenue with these groups.

I explained I could not approve this change to the form license but did incorporate it into their agreement under "special provisions", stating that is was "subject to approval by the Commissioner's Court". I had wanted to get this to the court earlier but needless to say, there have been so many other issues and foul balls I've been chasing far out in the parking lot, that I'm am just not getting this to you. I would like to say that they have been very good partners and I would like to help them grow their brand in whatever way we can and feel this is and anything else we can do which costs T.C. no hard dollars, will assist in establishing long-term success for a steady seven to eight rentals in the Main Arena.

Can this be put on the agenda for Court on March 23?

Thank you in advance.

Regards,

Michael Norton



TRAVIS COUNTY PURCHASING OFFICE

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

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

Approved by: _____

Cyd V. Grimes 3/8/10

Voting Session: Tuesday, March 16, 2010

REQUESTED ACTION: APPROVE MODIFICATION NO. 2, AN ASSIGNMENT OF CONTRACT NO. 09T00216NB FROM TEXANA MACHINERY CORPORATION TO ASSOCIATED SUPPLY COMPANY INC. (TNR)

Points of Contact:

Purchasing: Nancy Barchus, (512) 854-9764

Department: TNR, Joe Giesleman, Executive Manager, (512) 854-4658, Christina Jensen (512) 854-7670

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro, 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.

This contract provides OEM Parts and Labor (Heavy Duty Machinery) to TNR and other Travis County departments on an as needed basis.

Modification No. 2 will approve assignment of contract to Associates Supply Company Inc. from Texana Machinery Corporation. Associated Supply Company Inc. will assume all rights and responsibilities in regards to contract no. 09T00216NB.

Modification No. 1 approved by the Purchasing Agent on January 7, 2010, extended the contract from April 8, 2010 through April 7, 2011.

- **Contract Expenditures:** Within the last 12 months, \$1,460.35 has been spent against this contract.
- **Contract Modification Information:**
- Modification Amount: Estimated Requirement
 - Modification Type: Assignment of Contract
 - Modification Period:

➤ **Funding Information:**

☒ Purchase Requisitions in H.T.E.:

☒ Funding Account(s): 001-4952-621-3061, 099-4951-621-3061,
099-4951-621-5009, and 001-4952-621-5009

☐ Comments:

➤ **Statutory Verification of Funding:**

☐ Contract Verification Form: Funds Verified ____ Not Verified ____ by Auditor.

APPROVED ()

DISAPPROVED ()

BY COMMISSIONERS COURT ON:

DATE

COUNTY JUDGE

Note: Approval by Commissioners Court authorizes the Travis County Purchasing Agent to sign Purchase Orders.

MODIFICATION OF CONTRACT NUMBER: 09T00216-NB**OEM PARTS AND LABOR (HEAVY DUTY MACHINERY)****PAGE 1 OF 2 PAGES**

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Nancy Barchus TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: January 25, 2009
ISSUED TO: Texana Machinery Corporation 12805 Highway 290 East Manor, Texas 75653	MODIFICATION NO.: 2	EXECUTED DATE OF ORIGINAL CONTRACT: April 7, 2009

ORIGINAL CONTRACT TERM DATES:

April 8, 2009 through April 7, 2010

CURRENT CONTRACT TERM DATES:

April 8, 2010 through April 7, 2011

FOR TRAVIS COUNTY INTERNAL USE ONLY:Original Contract Amount: \$ N/ACurrent Modified Amount \$ N/A**DESCRIPTION OF CHANGES:**

Effective December 18, 2009, the Contractor's name on Contract No. 09T00216-NB is changed as follows:

From: Texana Machinery Corporation
12805 Highway 290 East
Manor, Texas 75653
Tax ID 742696049

Signature: 

To: Associated Supply Company Inc.
P.O. Box 3888
Lubbock, Texas 79452
Tax ID 751388410

Signature: **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: Associated Supply Co., Inc.BY: 

SIGNATURE

BY: W. B. WRIGHT

PRINT NAME

TITLE: CEO

ITS DULY AUTHORIZED AGENT

☐ DBA☐ CORPORATI
ON☐ OTHER

DATE:

TRAVIS COUNTY, TEXAS

BY: 

CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT

DATE:

3/8/09

TRAVIS COUNTY, TEXAS

BY: _____

SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

DATE:

ASSIGNMENT OF CONTRACT

The parties to this Agreement are, Texana Machinery Corporation, Tax ID 742696049, a corporation (the Assignor) under the laws of the state of Texas, and Associated Supply Company, Tax ID, a corporation (the Assignee) under the laws of the state of Texas.

RECITALS:

- A. Travis County and Texana Machinery Corporation entered into a written Contract for providing OEM Parts and Labor (Heavy Duty Road Machinery) (Contract No. 09T00216-NB) dated April 7, 2009, a copy of which is attached to this assignment and incorporated in it by referenced (the "Contract").
- B. Assignor desires by this Agreement all of its right, title and interest in and to the Contract to Assignee subject to the terms of the Contract and this Agreement.

TERMS:

In consideration of the mutual agreements in this assignment, the parties hereby agree as follows:

- 1. Assignor assigns to Assignee all of its right, title and interest in Contract Number 09T00216-NB, attached to this assignment, as of December 18th, 2009.
- 2. Assignee assumes and is bound by and must perform all terms, conditions, covenants, obligations, and duties of Assignor under the Contract accruing on or after December 18th, 2009.
- 3. This assignment of contract is intended to assign not only obligations but also benefits of Contract Number 09T00216-NB after December 18th, 2009, including benefits accruing as a result of work commenced.
- 4. Assignor and Assignee acknowledge that nothing in this Agreement waives or modifies any of the provisions of the Contract.
- 5. The provisions of this Agreement are binding on and inure to the benefit of the heirs, representatives, successors and assigns of the parties.

TEXANA MACHINERY CORPORATION

By: [Signature]

Printed Name: Phil Carpenter

Title & Date: President 2/11/10

Attest: Monty Boyer

Date: 2-11-10

ASSOCIATED SUPPLY COMPANY

By: [Signature]

Printed Name: K. B. BRIGHT

Title & Date: CEO 2/8/10

Attest: Carla Jones

Date: 2-8-10

Travis County consents to this assignment of the Contract from Texana Machinery Corporation to Associated Supply Company.

TRAVIS COUNTY, TEXAS

By: _____

Sam Biscoe, County Judge

Date: _____

RECEIVED
TRAVIS COUNTY

FEB 22 AM 8:36

PURCHASING
OFFICE



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

February 18, 2010

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent
FROM: *Joseph P. Gieselman*
Joseph P. Gieselman, Executive Manager
SUBJECT: Assignment of Contract **09T00216NB**
Heavy Duty Equipment OEM Parts and Labor

TNR recommends that Travis County approve the assignment of contract 09T00216NB to Associated Supply Company, Inc as requested by the vendor.

The commodity code for Road Machinery Parts is 760 and the sub-commodity is 099. The budget line item numbers are 001-4952-621-3061 and 099-4951-621-3061. The commodity code for Road Machinery Maintenance is 929 and the sub-commodity is 068. The budget line item numbers are 001-4952-621-5009 and 099-4951-621-5009.

If you need additional information, please contact Christina Jensen at (512) 854-7670.

CJ:JPG:cj
Contract File

CJ

PI655I01

TRAVIS COUNTY
Account Balance Inquiry

2/17/10
10:11:25

Fiscal Year	:	2010
Account number	:	99-4951-621.30-21
Fund	:	099 ROAD & BRIDGE FUND
Department	:	49 TNR (TRANS & NATRL RESRC)
Division	:	51 VEHICLE/EQUIP/BLDG. MAINT
Basic activity	:	62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity	:	1 TNR (TRANS & NATRL RESRC)
Element	:	30 OPERATG SUPPLIES,RP&E,NC
Object	:	21 AUTO REPAIR & EQUIP SUPP

Budget	:	194,687
Encumbered amount	:	46,347.32
Pre-encumbered amount	:	4,295.00
Expenditures	:	47,767.50
Total expenditures	:	98,409.82
Balance	:	96,277.18

Press Enter to continue.

F3=Exit F12=Cancel

PI655I01

TRAVIS COUNTY
Account Balance Inquiry

2/17/10
10:28:15

Fiscal Year	:	2010
Account number	:	99-4951-621.30-61
Fund	:	099 ROAD & BRIDGE FUND
Department	:	49 TNR (TRANS & NATRL RESRC)
Division	:	51 VEHICLE/EQUIP/BLDG. MAINT
Basic activity	:	62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity	:	1 TNR (TRANS & NATRL RESRC)
Element	:	30 OPERATG SUPPLIES,RP&E,NC
Object	:	61 ROAD & HIGHWAY EQ & SUPP

Budget	:	129,427
Encumbered amount	:	33,420.49
Pre-encumbered amount	:	1,000.00
Expenditures	:	34,837.68
Total expenditures	:	69,258.17
Balance	:	60,168.83

Press Enter to continue.

F3=Exit F12=Cancel

PI655I01

TRAVIS COUNTY
Account Balance Inquiry

2/17/10
10:12:21

Fiscal Year	:	2010
Account number	:	99-4951-621.50-03
Fund	:	099 ROAD & BRIDGE FUND
Department	:	49 TNR (TRANS & NATRL RESRC)
Division	:	51 VEHICLE/EQUIP/BLDG. MAINT
Basic activity	:	62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity	:	1 TNR (TRANS & NATRL RESRC)
Element	:	50 REPR & MTNC-SERVCS PURCHD
Object	:	03 REPAIRS - AUTOS & TRUCKS

Budget	:	68,424
Encumbered amount	:	2,513.73
Pre-encumbered amount	:	20,352.27
Expenditures	:	10,596.53
Total expenditures	:	33,462.53
Balance	:	34,961.47

Press Enter to continue.

F3=Exit F12=Cancel

PI655I01

TRAVIS COUNTY
Account Balance Inquiry

2/17/10
10:12:48

Fiscal Year	:	2010
Account number	:	99-4951-621.50-09
Fund	:	099 ROAD & BRIDGE FUND
Department	:	49 TNR (TRANS & NATRL RESRC)
Division	:	51 VEHICLE/EQUIP/BLDG. MAINT
Basic activity	:	62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity	:	1 TNR (TRANS & NATRL RESRC)
Element	:	50 REPR & MTNC-SERVCS PURCHD
Object	:	09 REPRS-ROAD MACHRY & EQUIP

Budget	:	100,146
Encumbered amount	:	8,751.81
Pre-encumbered amount	:	20,000.00
Expenditures	:	13,475.05
Total expenditures	:	42,226.86
Balance	:	57,919.14

Press Enter to continue.

F3=Exit F12=Cancel

PI655I01

TRAVIS COUNTY
Account Balance Inquiry

2/17/10
10:14:13

Fiscal Year	:	2010
Account number	:	1-4952-621.30-43
Fund	:	001 GENERAL FUND
Department	:	49 TNR (TRANS & NATRL RESRC)
Division	:	52 FLEET SERVICES
Basic activity	:	62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity	:	1 TNR (TRANS & NATRL RESRC)
Element	:	30 OPERATG SUPPLIES,RP&E,NC
Object	:	43 YARDS, GROUND, AG EQ/SUPP

Budget	:	6,300
Encumbered amount	:	3,090.98
Pre-encumbered amount	:	.00
Expenditures	:	2,850.32
Total expenditures	:	5,941.30
Balance	:	358.70

Press Enter to continue.

F3=Exit F12=Cancel

PI655I01

TRAVIS COUNTY
Account Balance Inquiry

2/17/10
10:14:33

Fiscal Year	:	2010
Account number	:	1-4952-621.30-21
Fund	:	001 GENERAL FUND
Department	:	49 TNR (TRANS & NATRL RESRC)
Division	:	52 FLEET SERVICES
Basic activity	:	62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity	:	1 TNR (TRANS & NATRL RESRC)
Element	:	30 OPERATG SUPPLIES,RP&E,NC
Object	:	21 AUTO REPAIR & EQUIP SUPP

Budget	:	501,102
Encumbered amount	:	91,291.37
Pre-encumbered amount	:	445.00
Expenditures	:	156,826.64
Total expenditures	:	248,563.01
Balance	:	252,538.99

Press Enter to continue.

F3=Exit F12=Cancel

PI655I01

TRAVIS COUNTY
Account Balance Inquiry

2/17/10
10:14:49

Fiscal Year	:	2010
Account number	:	1-4952-621.50-03
Fund	:	001 GENERAL FUND
Department	:	49 TNR (TRANS & NATRL RESRC)
Division	:	52 FLEET SERVICES
Basic activity	:	62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity	:	1 TNR (TRANS & NATRL RESRC)
Element	:	50 REPR & MTNC-SERVCS PURCHD
Object	:	03 REPAIRS - AUTOS & TRUCKS

Budget	:	199,368
Encumbered amount	:	52,390.55
Pre-encumbered amount	:	3,269.04
Expenditures	:	71,895.37
Total expenditures	:	127,554.96
Balance	:	71,813.04

Press Enter to continue.

F3=Exit F12=Cancel

PI655I01

TRAVIS COUNTY
Account Balance Inquiry

2/17/10
10:15:04

Fiscal Year	:	2010
Account number	:	1-4952-621.50-09
Fund	:	001 GENERAL FUND
Department	:	49 TNR (TRANS & NATRL RESRC)
Division	:	52 FLEET SERVICES
Basic activity	:	62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity	:	1 TNR (TRANS & NATRL RESRC)
Element	:	50 REPR & MTNC-SERVCS PURCHD
Object	:	09 REPRS-ROAD MACHRY & EQUIP

Budget	:	9,982
Encumbered amount	:	1,763.00
Pre-encumbered amount	:	.00
Expenditures	:	2,235.63
Total expenditures	:	3,998.63
Balance	:	5,983.37

Press Enter to continue.

F3=Exit F12=Cancel



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

Approved by: _____

Cyd V. Grimes 3/8/10

Voting Session: Tuesday, March 16, 2010 .

REQUESTED ACTION: REJECT ALL BIDS RECEIVED FOR IFB NO. B100054-DR, AIR FILTER REPLACEMENT SERVICES AND REBID. (FM)

Points of Contact:

Purchasing: Nancy Barchus 854-9764

Department: Roger A. El Khoury, M.S., P.E., Director, Facilities Management, 854-9661, Rony Aouad, 854-9661;

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.

This contract provides air filter replacement services in Travis County buildings.

On December 3, 2009, IFB B100054-DR was issued through Bidsync. Two bids were received on December 28, 2009. After the bids were issued and opened, the department decided to rewrite the specifications and re-bid for the services. Based on new market information, the department is seeking to solicit for upgraded materials and services that will be more environmental friendly and more cost effective.

- **Contract Expenditures:** Within the last 13 months \$61,650.46 has been spent against this requirement.

☐ Not applicable

➤ **Solicitation-Related Information:**

Solicitations Sent: 32

Responses Received: 2

HUB Information: N/A

% 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 HTE
- ☐ *Funding Account(s)
- ☐ Comments:

➤ **Statutory Verification of Funding:**

- ☐ Contract Verification Fund Forms: Verified ____ Not Verified ____ by Auditor.

- At least one of these must be included

APPROVED ()

DISAPPROVED ()

BY COMMISSIONERS COURT ON:

DATE

COUNTY JUDGE

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

MEMORANDUM

FMD Project: SVCOT-01-10
File: 801

TO: Cyd Grimes, C.P.M., Purchasing Agent
VIA: Roger A. El Khoury, M.S., P.E., Director
FROM: Rony R. Aouad, Service Contract Manager
DATE: February 10, 2010

SUBJECT: Award Recommendation
IFB B0100054-DR, Air Filter Replacement Services

Facilities Management Department (FMD) recommends rejection of the two bids received for Air Filtration Services. FMD will revise the technical specifications to match the current industry standards for filter efficiencies. This revision in the requirements is anticipated to result in more extensive competition and better value for the county. Please direct any questions on this request to Rony Aouad at 44781. Your assistance in this request is greatly appreciated.

COPY TO:

John Carr, Administrative Director, FMD
Lloyd Evans, Maintenance Division Director, FMD
Amy Draper, CPA, Financial Manager, FMD
Donald Rollack, Purchasing Agent Assistant, Purchasing Office

RECEIVED
TRANSPORTATION
FEB 12 AM 8:59
PURCHASING
OFFICE
Roger El Khoury
Rony Aouad



TRAVIS COUNTY PURCHASING OFFICE
Cyd V. Grimes, C.P.M., Purchasing Agent

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

Approved by: _____

Cyd V. Grimes 3/8/10

Voting Session: Tuesday, March 16, 2010

REQUESTED ACTION: APPROVE MODIFICATION NO. 8 TO CONTRACT NO. PS990080TS, CAP SYSTEMS, INC., FOR A CASE MANAGEMENT AND BENEFITS ADMINISTRATION (CABA) SYSTEM. (ITS/HHS)

Points of Contact:

Purchasing: Lori Clyde, 854-4205

Department: ITS, Pamela Dacus, Jim Farris, 854-4293, Joe Harlow, 854-9372

County Attorney (when applicable): Tenley Aldredge

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other: Sherri Fleming, Executive Manager

- **Purchasing Recommendation and Comments:** This procurement action met the compliance requirements as outlined by the statutes. This contract is for software/hardware maintenance and support of the Human Services CAPTAIN Application System.

ITS is responsible for the programming of applications, interfaces and reports that extract data from the HHS CABA database system. These applications require the use of an ODBC driver provided by AcuCOBOL. With the upgrade of the CABA system to Version 2, the supporting AcuCOBOL development system is being upgraded. This upgrade will require new AcuCOBOL ODBC drivers (AcuXDBC). At this time, ITS recommends upgrading the AcuODBC software and user licenses to the AcuXDBC software and user licenses. ITS also recommends additional on-site consulting and training to expedite the CABA version 2 upgrade and Aircheck system upgrade. The cost of this modification will be \$14,750.00 and will have no impact on the annual maintenance cost.

Modification No. 7 approved in Commissioners Court May 13, 2008, was for software enhancements to better accommodate the Air Check Program.

Modification No. 6 approved by the Purchasing Agent September 26, 2006, was for software enhancements.

Modification No. 5 approved in Commissioners Court March 2, 2004, was for the migration of the Emergency Assistance module to a Windows and Intel-based platform.

Modification No. 4 approved in Commissioners Court September 24, 2002, was for enhancements to the Emergency Assistance Module.

Modification No. 3 approved in Commissioners Court August 21, 2001, was for enhancements to the Emergency Assistance Module.

Modification No. 2 approved in Commissioners Court May 29, 2001, was to modify the contract language to allow for the partial payment for software maintenance after warranty expired. It also allowed for prorated payments to be made for the other modules when they are received.

Modification No. 1 approved in Commissioners Court September 28, 1999, was for updating the training & testing schedules associated with the implementation of the CABA system and to change the language regarding the 3rd party vendor for the ODBC database software.

➤ **Contract Expenditures:** Within the last 12 months \$49,092.00 has been spent against this contract.

➤ **Contract-Modification Information:**

Modification Amount: \$14,750 (Fixed amount)

Modification Type: Software upgrade, training and consulting

Modification Period: March 2, 2010 – January 31, 2011

➤ **Statutory Verification of Funding:**

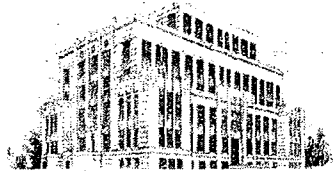
* ☒ Purchase Requisition in H.T.E. Request number 490994

* ☐ Contract Verification Form signed by Auditor and/or P.B.O.

☒ Funding Account(s) 001-1260-523-3002, 001-1260-523-6099, 001-1260-523-6504

☐ Comments:

* At least one of these must be included



Travis County Courthouse, Austin, Texas

RECEIVED
TRAVIS COUNTY
TRAVIS COUNTY INFORMATION & TELECOMMUNICATION SYSTEMS

2010 FEB 12 PM 1:11
314 W. 11th Street, P. O. Box 1748, Austin, TX 78767 (512) 854-9666 Fax (512) 854-4401

PURCHASING
OFFICE

DATE: February 12, 2009

TO: Cyd V. Grimes, C.P.M. – Travis County Purchasing Agent

FROM: Joe Harlow, Chief Information Officer *Joe Harlow*

SUBJ: Recommendation for approval of ITS purchase:
AcuXDBC Server software and User Licenses from CAP Systems
On-site Consultation and Training to expedite CABA Version 2.0 and Aircheck
system upgrade

Proposed Motion:

To approve purchase of programming, AcuXDBC software and User Licenses, On-site Consultation and training in support of the HHS CABA System upgrade.

Summary & Staff Recommendation:

The existing CABA System is being upgraded to V2. In addition Travis County is experiencing issues with the current AcuCOBOL development system. Along with the V2 upgrade, the supporting AcuCOBOL development system is in need of replacing with a current version. To maximize the usage of the upgraded software, along with facilitating expanded reporting capabilities, additional services are required to facilitate user acceptance testing and train Travis County personnel.

ITS recommends the purchase of these products and services from CAP Systems Inc.

Issues and Opportunities:

This software product will give ITS the capability to create access to a system catalog on an ITS server machine by adding AcuXDBC server. The implementation of this software product will address the joint ITS and HHS management concern of one resource having access to CABA data for report generation. With this tool ITS will be able to not only gain and provide access to all the data in CABA, but can set-up auto-generation for daily distribution through Crystal reporting.

This software tool will provide improved functionality in the submission of HHS reports on a county, state and federal level and enable HHS staff to access human services data at any time. This software tool can be purchased from CAP Systems directly.

The onsite consultation and training to complete the CABA Version 2.0 system upgrade and Aircheck enhancements will provide hands-on and direct accountability from CAP Systems developers with subsequent resolution of issues, problems, and items preventing system upgrade completion. Additionally it will provide system administrator and super end user level training from CAP Systems to cover all modules of the Version 2 system upgrade and Aircheck enhancements in preparation for general training to remaining HHS CABA system users.

Background:

ITS is responsible for the programming of applications, interfaces and reports that extract data from the HHS CABA database system. These applications require the use of an ODBC driver provided by AcuCOBOL. With the upgrade of the CABA System to V2, the supporting AcuCOBOL development system is being upgraded. This upgrade will require new AcuCOBOL ODBC drivers (AcuXDBC).

In addition, ITS is responsible for system administration of the CABA case management systems including the management and execution of all system upgrades to new versions or to enhance capabilities of the existing system. Currently, there is a pending version upgrade as well as statement of work for enhancements to the existing HHS Aircheck program within CABA. It is referred to as the Version 2.0 system upgrade and Aircheck enhancements.

Budgetary and Fiscal Impact:

The total impact of the purchase is \$14750.00 and is included in the following listed line items:

AcuXDBC (1 Server and 5 Users)	001-1260-523-3002	\$ 1,950.00
Four Days On-Site Consultation	001-1260-523-6099	\$ 6,400.00
Four Days On-Site Training	001-1260-523-6504	<u>\$ 6,400.00</u>
Total		\$14,750.00

Required Authorizations:

Purchasing: Lori Clyde, Purchasing Department

CC: Tanya Acevedo, ITS; Rod Brown, ITS; Jim Farris, ITS; Pamela Dacus, ITS Nick Macik, ITS;

PURCHASE REQUISITION NBR: 0000490994

REQUISITION BY: JIM BOYD/854-4796

STATUS: TECHNICAL APPROVAL
REASON: ACUXDBC LICENSES FOR SERVER AND USERS

DATE: 1/22/10

SHIP TO LOCATION: ITS - ADMIN

SUGGESTED VENDOR: 47253 CAP SYSTEMS INC

DELIVER BY DATE: 1/22/10

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	ACUXDBC SERVER COMMODITY: COMPUTER SOFTWARE/MICRO SUBCOMMOD: UTILITIES: BACKUP, VIRUS	1.00	EA	700.0000	700.00	
2	ACUXDBC USERS COMMODITY: COMPUTER SOFTWARE/MICRO SUBCOMMOD: UTILITIES: BACKUP, VIRUS	5.00	EA	250.0000	1250.00	
3	4 DAYS ON SITE CONSULTATION COMMODITY: DP PROCESS & SOFTWARE SVC SUBCOMMOD: TEACHING & TRAIN MATERIAL	1.00	EA	6400.0000	6400.00	
4	4 DAYS ON SITE TRAINING COMMODITY: EDUCATIONAL SERVICES SUBCOMMOD: TRAINERS FEE'S	1.00	EA	6400.0000	6400.00	
REQUISITION TOTAL:					14750.00	

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00112605233002	OPERATG SUPPLIES,RP&E,NC SOFTWARE	100.00	700.00
2	00112605233002	OPERATG SUPPLIES,RP&E,NC SOFTWARE	100.00	1250.00
3	00112605236099	OTHER PURCHASED SERVICES OTHER PURCHASED SERVICES	100.00	6400.00
4	00112605236504	PROFESSIONAL DEVELOPMENT TRAINING & SEMINARS	100.00	6400.00
				14750.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

GM200I13

TRAVIS COUNTY

2/19/10

Fiscal Year 2010

Account Balance Inquiry

16:13:21

Account number . . . : 1-1260-523.30-02
 Fund : 001 GENERAL FUND
 Department : 12 INFORMATION & TELECOMMUNI
 Division : 60 SYSTEMS DEVELOPMENT
 Activity basic : 52 GENERAL GOVERNMENT
 Sub activity : 3 INFORMATION SYSTEMS MGMT
 Element : 30 OPERATG SUPPLIES, RP&E, NC
 Object : 02 SOFTWARE

Original budget :	5,200	
Revised budget :	38,631	10/01/2009
Actual expenditures - current . :	.00	
Actual expenditures - ytd . . . :	33,480.50	
Unposted expenditures :	.00	
Encumbered amount :	99.00	
Unposted encumbrances :	.00	
Pre-encumbrance amount :	1,950.00	
Total expenditures & encumbrances:	35,529.50	92.0%
Unencumbered balance :	3,101.50	8.0

F5=Encumbrances **F7=Project data** **F8=Misc inquiry**
F10=Detail trans **F11=Acct activity list** **F12=Cancel** **F24=More keys**

GM200I13

TRAVIS COUNTY

2/19/10

Fiscal Year 2010

Account Balance Inquiry

16:13:25

Account number . . . : 1-1260-523.60-99
Fund : 001 GENERAL FUND
Department : 12 INFORMATION & TELECOMMUNI
Division : 60 SYSTEMS DEVELOPMENT
Activity basic : 52 GENERAL GOVERNMENT
Sub activity : 3 INFORMATION SYSTEMS MGMT
Element : 60 OTHER PURCHASED SERVICES
Object : 99 OTHER PURCHASED SERVICES

Original budget	250,000	
Revised budget	254,760	10/01/2009
Actual expenditures - current . . . . .	.00	
Actual expenditures - ytd	2,070.00-	
Unposted expenditures . . . . .	.00	
Encumbered amount	6,830.00	
Unposted encumbrances . . . . .	.00	
Pre-encumbrance amount	6,400.00	
Total expenditures & encumbrances:	11,160.00	4.4%
Unencumbered balance	243,600.00	95.6

F5=Encumbrances F7=Project data F8=Misc inquiry
F10=Detail trans F11=Acct activity list F12=Cancel F24=More keys

GM200I13

TRAVIS COUNTY

2/19/10

Fiscal Year 2010

Account Balance Inquiry

16:13:27

Account number . . . : 1-1260-523.65-04
Fund : 001 GENERAL FUND
Department : 12 INFORMATION & TELECOMMUNI
Division : 60 SYSTEMS DEVELOPMENT
Activity basic : 52 GENERAL GOVERNMENT
Sub activity : 3 INFORMATION SYSTEMS MGMT
Element : 65 PROFESSIONAL DEVELOPMENT
Object : 04 TRAINING & SEMINARS

Original budget	15,897	
Revised budget	25,876	02/08/2010
Actual expenditures - current	285.00	
Actual expenditures - ytd	1,330.00	
Unposted expenditures . . . . .	.00	
Encumbered amount . . . . .	.00	
Unposted encumbrances . . . . .	.00	
Pre-encumbrance amount	6,400.00	
Total expenditures & encumbrances:	8,015.00	31.0%
Unencumbered balance	17,861.00	69.0

F5=Encumbrances F7=Project data F8=Misc inquiry
F10=Detail trans F11=Acct activity list F12=Cancel F24=More keys

MODIFICATION OF CONTRACT NUMBER: PS990080TS – Case Management and Benefits Administration**System****PAGE 1 OF 4 PAGES**

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Lori Clyde TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: April 23, 2008
ISSUED TO: CAP Systems, Inc. 3 Cabot Place Stoughton, MA 05072 Attn: Tom McLaughlin	MODIFICATION NO.: 8	EXECUTED DATE OF ORIGINAL CONTRACT: March 2, 1999
ORIGINAL CONTRACT TERMDATES: <u>August 27, 2002 – August 26, 2003</u> CURRENT CONTRACT TERM DATES: <u>February 1, 2009 – January 31, 2010</u>		

FOR TRAVIS COUNTY INTERNAL USE ONLY:Original Contract Amount: \$334,204.00 Current Modified Amount \$627,529.00**DESCRIPTION OF CHANGES:** Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

The above numbered contract is hereby modified as follows per the attached proposals:

- 1) Upgrade the AcuODBC software to the AcuXDBC:
AcuXDBC server – 1 Server @ \$700.00 per server = \$ 700.00
AcuXDBC 5 Users – 5 users @ \$250.00 per user = \$1,250.00
- 2) Train the trainer sessions:
4 Days On-Site Training - \$1,600.00 per day = \$6,400.00
- 3) Consulting to Facility User Acceptance Testing:
4 Days On-Site Consultation - \$1,600.00 per day = \$6,400.00

These changes will not affect the annual maintenance cost.

Total cost of enhancements: \$14,750.00

Note to Vendor:

☒ **X** Complete and execute (sign) your portion of the signature block section below for all copies and return all signed ~~pages~~ to Travis County.

☐ **DO NOT** execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: <u>CAP SYSTEMS INC</u>	<input type="checkbox"/> DBA
BY: <u>Robert Blanchard</u>	<input checked="" type="checkbox"/> CORPORATION
SIGNATURE	<input type="checkbox"/> OTHER
BY: <u>ROBERT BLANCHARD</u>	DATE: <u>2-18-2010</u>
PRINT NAME	
TITLE: <u>CFO</u>	
ITS DULY AUTHORIZED AGENT	
TRAVIS COUNTY, TEXAS	DATE: <u>3/8/10</u>
BY: <u>Cyd V. Grimes</u>	
CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	
TRAVIS COUNTY, TEXAS	DATE:
BY:	
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	

Proposal for AcuXDBC Upgrade

To: Ms. Pamela Dacus
TCHHS
Austin, TX.
December 11, 2009

From: CAP Systems Inc.
3 Cabot Pl.
Stoughton, Ma. 02072

Dear Pam,

Based on our prior discussions we are proposing to upgrade the AcuODBC to the AcuXDBC.
Below are the details necessary for the upgrade.

AcuXDBC Server ----- 1 Server @\$700.00 per server	\$700.00
AcuXDBC 5 Users ----- 5 users @ \$250.00 per user	\$1,250.00
	Total \$1,950.00

Sincerely,

Brian Cayer
Chief Executive Officer

Proposal for Training

To: Ms. Pamela Dacus
TCHHS
Austin, TX.
December 11, 2009

From: CAP Systems Inc.
3 Cabot Pl.
Stoughton, Ma. 02072

Dear Pam,

We propose a 4 day train the trainer training session. This training would be geared towards administrative type users and higher level users that support all the CABA Case Managers. This training will focus on all aspects of CAPTAIN 2.0 and all the enhancements that were done for aircheck. After this training is completed these users will be prepared to train the end users and prepare for the cut over to 2.0.

4 days on Site Training	@	\$1,600.00/day	\$6,400.00
Totals			\$6,400.00

Sincerely,

Brian Cayer
Chief Executive Officer

Proposal for Consulting to Facilitate User Acceptance Testing

To: Ms. Pamela Dacus
TCHHS
Austin, TX.

From: CAP Systems Inc.
3 Cabot Pl
Stoughton, Ma. 02072

Dear Pam,

Based on our discussions this week we are proposing 4 days of on-site consultation that will facilitate the review of Section 1 and Section 2 of the Air Check Proposal. I will lead the effort and work daily with Jim, Judy, and Gio to assist them in understanding all details in the statement of work and how our developers reflected these enhancement requests in the CABA system. The goal is to expedite user acceptance and set the stage for the training. We will make a developer available via internet chat to expedite any bug fixes we find.

Day 1 --- Review all areas of functionality in Section 1. The new functionality on how CABA handles inactivating dropdown content impacts so many different screen programs. We will review the process on how to inactivate dropdown content and test some scenarios to confirm that the functionality is working. We will then test the new Income Entry Screen to confirm all expected functionality is present and also test the printing of the Income Calculation sheet.

Day 2 --- Review all areas of functionality in Section 2. As the changes in this section all center on the air check work. The verification of work centers on 4 key programs (Service Posting, Select Invoices to pay, Adjustments, and the Invoice Approval Report. There are many scenarios within these 4 programs that need testing and we will build examples for all and test. The changes to these 4 programs are dramatic, and as a result we will need to test all the reports that run in the system. We want to ensure that the core changes did not impact any other reports. Confirm that the adhoc has the new data elements that were added to the invoice and authorization files.

Day 3 --- It is important to spend 1 full day on showing ALL new functionality in the CAPTAIN 2.0 as this will help all of us plan for the training. In summary this will be a day of "user understanding" for all new features in 2.0.

Day 4 --- Put total focus on ensuring that the movement of the vision data through to the ODBC pipe is clean and we are not getting any errors. This will set the stage that ensures all data is cleaned and moved to SQL. Throughout the course of the 4 days there will be issues reported to the developer that will need to be retested and re-verified.

4 days on Site consultation	@	\$1,600.00/day	\$6,400.00
Totals			\$6,400.00

Sincerely,

Brian Cayer
Chief Executive Officer



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

Approved by: _____

Cyd V. Grimes 3/8/10 **MB**

Voting Session: Tuesday, March 16, 2010

REQUESTED ACTION: APPROVE MODIFICATION NO. 4 TO INTERLOCAL AGREEMENT NO. IL080012RE, WITH TEXAS DEPARTMENT OF ASSISTIVE AND REHABILITATIVE SERVICES FOR DEAF INTERPRETER SERVICES (HHS & VS).

Points of Contact:

Purchasing: Michael Long

Department: HHS, Sherri Fleming, Executive Manager

County Attorney (when applicable): Mary Etta Gerhardt

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.
- Through this contract, Travis County Services for the Deaf and Hard of Hearing provides interpreter services for clients of state agencies including: Texas Workforce Commission, Texas Department of Criminal Justice, Attorney General, and the Texas Department of State Health Services. For the FY 2010 agreement term, \$21,000 in revenue will be generated from these services.
- Modification No. 4 will add the Texas Department of Family and Protective Services (DFPS) to the list of state agencies listed in Section VIII of the contract.
- Modification No. 3 renewed the agreement for an additional twelve month period from September 1, 2009 through August 31, 2010.
- Modification No. 2 renewed the agreement for an additional twelve month period from September 1, 2008 through August 31, 2009.
- Modification No. 1 added language to Section VII 2.2 and VII 2.3 in regards to completing the Request for Interpreter Services Form.
- **Contract Expenditures:** NA

51

➤ **Contract-Related Information:**

Award Amount: \$10,000- Revenue Generating
Contract Type: Professional Services
Contract Period: September 1, 2007 – August 31, 2008

➤ **Contract Modification Information:**

Modification Amount:
Modification Type: Bilateral
Modification Period: September 1, 2009-August 31, 2010

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A Responses Received: N/A
HUB Information: N/A % 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.: NA- Revenue Generating
- ☒ Funding Account(s): NA
- ☐ Comments:

➤ **Statutory Verification of Funding:**

☐ Contract Verification Form: Funds Verified ___Not Verified X by Auditor.



**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**

DATE: March 1, 2010
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: Texas Department of Assistive and Rehabilitative Services contract amendment

Proposed Motion:

Consider and take appropriate action to approve an amendment to the Communication Services for State Agencies contract with the Texas Department of Assistive and Rehabilitative Services.

Summary and Staff Recommendations:

Under this contract, Travis County Services for the Deaf and Hard of Hearing (TCSDHH) provides interpreter services for clients served by the following state agencies: Texas Workforce Commission, Texas Department of Criminal Justice, Attorney General, Health and Human Services Commission, and the Texas Department of State Health Services.

This amendment adds the Texas Department of Family and Protective Services (DFPS) to the list of state agencies TCSDHH may serve.

TCHHSVS staff recommends approving the amendment.

Budgetary and Fiscal Impact:

TCSDHH estimates this contract will provide \$21,000 in revenue during FY'10. The money will go into revenue line item 001-5861-337-3013. The contract number is IL080012RE.

Issues and Opportunities:

This contract continues a stable funding relationship between Travis County and the Department of Assistive and Rehabilitative Services.

Background:

This contract has been in place for several years.

Cc: Deborah Britton, Division Director, Community Services, TCHHSVS
Stacy Landry, Program Manager, TCSDHH
Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Mike Crawford, Senior Financial Analyst, Travis County Auditor
Mary Etta Gerhardt, Assistant County Attorney
Rodney Rhoades, Executive Manager, Planning and Budget Office
Travis Gatlin, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Vania Ramaekers, Assistant Purchasing Agent, Travis County Purchasing Office

MODIFICATION OF CONTRACT NUMBER: IL080012RE-State Agency Services**PAGE 1 OF 3 PAGES**ISSUED BY: PURCHASING OFFICE
314 W. 11TH ST., RM 400
AUSTIN, TX 78701PURCHASING AGENT ASST: **Rebecca Gardner**
TEL NO: (512) 854-9700
FAX NO: (512) 854-9185DATE PREPARED:
March 2, 2010ISSUED TO:
Texas Department of Assistive
And Rehabilitative Services
4800 N. Lamar Blvd.
Austin, Texas 78756MODIFICATION NO.:
4EXECUTED DATE OF ORIGINAL
CONTRACT:
October 9, 2007ORIGINAL CONTRACT TERM DATES: September 1, 2008-August 31, 2009CURRENT CONTRACT TERM DATES: September 1, 2009-August 31, 2010**FOR TRAVIS COUNTY INTERNAL USE ONLY:**Original Contract Amount: Revenue GeneratingCurrent Modified Amount: Revenue Generating**DESCRIPTION OF CHANGES:** Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

The above referenced Contract is hereby modified to reflect the following changes, as well as those more completely set forth in the attachment which:

This amendment serves to add the Texas Department of Family and Protective Services (DFPS) to the list of state agencies listed in Section VIII of the contract.

The Contract is amended according to the terms of the attachment to this Modification, all of which is hereby made a part of the Contract and constitutes promised performance in accordance with all terms of the Contract, as amended.

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: _____

☐ DBABY: _____
SIGNATURE☐ CORPORATIONBY: _____
PRINT NAME☐ OTHERTITLE: _____
ITS DULY AUTHORIZED AGENT

DATE: _____

TRAVIS COUNTY, TEXAS

BY: Cyd V. Grimes
CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENTDATE: 3/8/10

TRAVIS COUNTY, TEXAS

BY: _____
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

DATE: _____

Amendment No. 3 of Contract
Between
Department of Assistive and Rehabilitative Services
and
Travis County through Travis County
Services for the Deaf and Hard of Hearing

17460001922008
Payee ID Number

5382000698
Contract Number

It is mutually understood and agreed by and between the undersigned parties of the above numbered Contract to amend the said contract as follows:

Amend Section VIII. State Agencies Contracting with DARS-DHHS by adding the following:

7. Communication Services for Department of Family and Protective Services (DFPS)

- 7.1 Contractor shall provide communication access services to employees and consumers of DFPS
- 7.2 Contractor shall provide certified interpreters for all assignments unless certification is waived in writing by a DFPS staff person. Contractor shall have on file for all non-certified interpreters providing services a signed confidentiality and professional conduct statement (see Attachment A) for each non-certified interpreter. Non-certified interpreters shall adhere to the requirements within the confidentiality and professional conduct statement.
- 7.3 Services may be requested by DFPS or by DFPS designee.
- 7.4 Contractor shall Log interpreter assignment time
- 7.5 Contractor shall ensure that any individual providing services under this agreement, shall: (1) not be left alone with any DFPS clients; and, (2) ensure that an adult who has gone through and is current with the full DFPS background check process (such as the child's DFPS caseworker, CASA representative, foster parent or other such pre-screened person) be physically present in the immediate area at all times such individual is providing services to or otherwise has contact or access to the DFPS client.
- 7.6 Contractor shall prevent or promptly remove any employee, subcontractor, volunteer, or other individual from direct DFPS client contact and/or from access to DFPS client records who is alleged to have committed acts of abuse,

neglect or exploitation of children, the elderly or persons with disabilities; or an offense under the Texas Penal Code against the person; against the family; against public order or decency; against public health, safety or morals; against property or an offense under Chapter 481 of the Texas Health and Safety Code (Texas Controlled Substances Act); or similar offenses under the laws of the federal government, other states, or other jurisdictions; or any act or offense that can reasonably be associated with potential risk of harm or loss to the DFPS and/or its clients based on the job duties or contractual role(s) of the person in question at any time during the contract period.

- 7.7 Contractor shall ensure the confidentiality of records and other information relating to clients according to applicable federal and state law, rules and regulations.
- 7.8 Contractor shall for each employee, volunteer, or subcontractor, allow DFPS the right: (1) to remove or restrict any such person from providing any services under this Contract, and (2) to request the provision of services from any such person. This right will be exercised in a reasonable manner by DFPS.

All other terms and conditions not hereby amended are to remain in full force and effect.

The terms of this amendment are accepted by the parties of the contract. Persons signing the amendment are authorized to obligate the parties to the terms of the contract.

**Texas Department of Assistive and
Rehabilitative Services**

David W. Myers
Director, DHHS

Date: _____

Travis County through Travis County
Services for the Deaf and Hard
of Hearing (CSSA)

BT:

Signature

Samuel T. Biscoe

Printed Name

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

Approved by: _____

Cyd V. Grimes 3/8/10 JB

Voting Session: Tuesday, March 16, 2010

REQUESTED ACTION: APPROVE MODIFICATION NO. 12 TO CONTRACT NO. PS000307JJ, BUYOUT CONTRACT, JEFFREY S. WARD AND ASSOCIATES. (TNR)

Points of Contact:

Purchasing: J. Lee Perry

Department: TNR, Joseph P. Gieselman, Executive Manager,
Melinda Mallia, Environmental Project 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 twelve (12) for the above contract. This Change Order adds services to update the Travis County Hazard Mitigation Plan. This Change Order will be for \$40,000.00. The Court's approval is required due to the modification amount exceeding 25% of the original contract total.
- **Contract Expenditures:** Within the last 12 months \$139,850.00 has been spent against this contract.
☐ Not applicable
- **Contract-Related Information:**
 - Award Amount: \$60,000.00
 - Contract Type: (Professional Services Agreement)
 - Contract Period: August 1, 2000 through completion
- Contract Modification Information:**
 - Modification Amount: \$40,000.00 (Firm Amount)
 - Modification Type: Professional Service Agreement
 - Modification Period: Through Completion

81
➤ **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.: 493424
- ☒ Funding Account(s): 867-4915-621-4007
- ☒ Total Project Budget: N/A
- ☒ Design Budget: N/A
- ☒ Construction Budget: N/A
- ☒ Miscellaneous Budget/ROW: N/A
- ☒ Contingency: N/A
- ☒ Comments: N/A

➤ **Statutory Verification of Funding:**

- ☐ Contract Verification Form: Funds Verified ____ Not Verified ____ by Auditor.
- ☒ Not Applicable



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

NATURAL RESOURCES & ENVIRONMENTAL QUALITY

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697

February 9, 2010

MEMORANDUM

TO: Cyd Grimes, Purchasing Agent, Planning & Budget
Carol B. Jones for
FROM: Joseph P. Gieselman, Executive Manager, TNR
SUBJECT: Modification Request for FEMA Onion Creek Buyout Project - Grant Mgmt Services Contract No. PS000307JJ

RECEIVED
TRAVIS COUNTY
FEB 12 PM 3:11
PURCHASING
OFFICE

TNR requests that your office place an item on the next available Commissioners Court agenda for modification #12 to Contract No. PS000307JJ with Jeffrey S. Ward & Associates. This modification will add services to update the Travis County Hazard Mitigation Plan. On December 1, 2009 the Commissioners Court approved a Flood Mitigation Assistance Planning Grant Contract with the Texas Water Development Board. The intent of the grant is to assist local governments with meeting the Federal Emergency Management Agency's (FEMA) requirement to update their Hazard Mitigation Plan every five years. TNR has consulted with the County Attorney's Office and they have given the approval to move forward with a modification to Jeff Ward's contract for this work.

The anticipated cost for this project is \$40,000. The \$40,000 is encumbered on requisition number 493424. The commodity/sub-commodity codes are 918/081 and the account number is 867-4915-621-4007.

If you have any questions or require additional information please contact Donna Williams-Jones at extension 47677 for financial issues and Melinda Mallia at extension 44460 for program issues.

DWJ:JPG:dwj

cc: Melinda Mallia, TNR
Donna Williams-Jones, TNR
Carol B. Jones for Lee Perry, Purchasing
Michelle Gable, Auditor's Office
Kapp Schwebke, Auditor's Office

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: J. Lee Perry TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: March 1, 2010
ISSUED TO: Jeffrey S. Ward & Associates, Inc. 14401 Bookcliff Ct. Purcellville, VA 20132	MODIFICATION NO.: 12	EXECUTED DATE OF ORIGINAL CONTRACT: August 1, 2000

ORIGINAL CONTRACT TERM DATES: 8/1/00 – Through CompletionCURRENT CONTRACT TERM DATES: 8/1/00 – Through Completion**FOR TRAVIS COUNTY INTERNAL USE ONLY:**

Original Contract Amount: \$60,000.00

Current Modified Amount Contract is utilized 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.

- A. Delete the current Statement of Work which was added per Modification 11, dtd June 6, 2008. The attached revised Statement of Work (dtd. March 2010) replaces the deleted Statement of Work (dtd. June 2008) and becomes apart of the contract, attached hereto and made part hereof as attachment I.
- B. Specifically, number 4.A. has been added to the Statement of Work.
- C. Incorporation of this revised Statement of Work constitutes an increase of \$40,000.00 to the contract, as detailed on page 11 of 15, of attachment I.

Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

Note to Vendor:

[XXX] Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.

[] DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: <u>Jeffrey S Ward & Assoc., Inc</u>	<input type="checkbox"/> DBA
BY: <u>[Signature]</u>	<input checked="" type="checkbox"/> CORPORATION
SIGNATURE	<input type="checkbox"/> OTHER
BY: <u>Jeff Ward</u>	DATE: <u>3/2/10</u>
PRINT NAME	
TITLE: <u>PRESIDENT</u>	
ITS DULY AUTHORIZED AGENT	
TRAVIS COUNTY, TEXAS	DATE: <u>3/8/10</u>
BY: <u>Cyd V. Grimes</u>	
CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	
TRAVIS COUNTY, TEXAS	DATE:
BY:	
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	

**STATEMENT OF WORK
 ORIGINAL JUNE 2008
 (REVISED MARCH 2010)
 Professional Services for Disaster Mitigation
 Jeffrey S. Ward & Associates**

1. ACQUISITION SERVICES / VOLUNTARY BUYOUT

Summary of Acquisition Services	Cost
A. Basic Acquisition for Voluntary Projects	\$800/parcel
B. Relocation for Voluntary Projects	\$500/parcel

A. Breakdown of Basic Acquisition Tasks for Voluntary Projects	
<p>Task 1 Contract, Review and Oversight of Title Company Activities The Contractor will procure the services of a Title Insurance Company that is licensed to do business in Texas and is properly qualified to provide a Commitment to Insure, provide Escrow and Closing Agent Services, and to issue a Title Insurance Policy from nationally recognized insurer to ensure that the COUNTY will acquire good and marketable title to the property.</p> <p>The Contractor will ensure that the Title Company activities are performed in a timely manner and in accordance with the terms of the contract. The Contractor will review Title Search and Title Insurance Commitments to ensure that they meet the requirements of the contract. If problems are encountered, the Contractor will seek resolution from the Title Company.</p>	\$100/parcel
<p>Task 2 Contract, Review of Appraisal and Oversight of the Appraisal Firm The contractor will procure the services of a Real Estate Appraiser or appraisers that is/are properly qualified and licensed in Texas to provide an estimate of the Fair Market Value of each parcel to be acquired. The contractor will ensure these services are performed in a timely manner. Each appraisal will be reviewed for compliance with the Uniform Standards for Professional Appraisal Practices (USPAP) and Grant agency requirements. The appraiser's estimate of value should be well documented and supported by the best comparable sale data available. An appraisal review form will be prepared for each appraisal. Errors, omissions and unsupported conclusions will be brought to the attention of the appraiser and the report will be revised as needed to meet the reviewer's requirements. An approved estimate of value will be prepared. Should a property owner later challenge the Determination of Compensation and obtain their own appraisal, the Contractor will review owner's appraisal and a revised Offer to Sell will be prepared as appropriate. The review of</p>	\$100/parcel

owner appraisals and the preparation of revised offers will be billed for each parcel as appropriate. (Note: the actual cost of the appraisal is not included in this fee).	
Task 3 Develop Data for Determining Compensation Information provided by the community will be reviewed and an amount of compensation for each parcel will be recommended. The Contractor will analyze the appraisal and/or community information to extract the needed information for the preparation of the Statement of Determination of Compensation and Offer to Sell Real Property. Duplication of Benefits information will be reviewed and proper deductions from value will be made. Note: Duplication of Benefits data is only as good as the data provided by the Community and/or the homeowner. Contractor will not be responsible for duplication of benefits data not known or withheld at the time of the development of the Determination of Compensation. Every effort will be made to obtain complete and accurate Duplication of Benefits data up to the point of settlement of the property.	\$100/parcel
Task 4 Prepare Determination of Compensation and Offer to Sell Real Property Utilizing the data developed or obtained in Task 3, the Contractor will prepare the following documents: (1) Letter to each parcel owner explaining the acquisition process and their rights and options, to be signed by the Community official, (2) a Statement of Determination of Compensation for each parcel to be signed by the Community official, and; (3) an Offer to Sell Real Property agreement for each parcel.	\$100/parcel
Task 5 Negotiate with Owners Each parcel owner will be scheduled for a personal meeting at which time the letter explaining the acquisition process and the owner's rights and options will be reviewed with each owner by the Contractor. The Statement of Determination of Compensation and Offer to Sell Real Property will also be explained and presented to each parcel owner by the Contractor. If duplication of benefits deductions are made and the owner has documentation to support a revision to the deductions or to support a reimbursement, appropriate adjustments will be made. The meetings will be conducted in facilities provided by the client.	\$100/parcel
Task 6 Draft Deeds The Contractor will prepare or provide a sample Deed for each parcel in a form that meets the requirements of the FEMA Section 404 program and/or the appropriate Grant agency. The Deed will be suitable for recording with the Recorder of Deeds in the appropriate County. This Deed will recite the true consideration to be paid, will identify the interest in the land to be acquired and will include appropriate deed restrictions as directed by FEMA and/or the Grant agency.	\$100/parcel

Task 7 Oversee and Coordinate Settlements The title company will be responsible for scheduling closing with each parcel owner and for the preparation of all documents necessary for closing. These activities will be monitored to ensure that they are performed in a timely manner and that all matters are properly coordinated. A listing will be prepared and provided to the Client prior to each closing which identifies the amount needed for disbursement by the title company at the closing. The listing will identify each parcel by parcel number, owner name, address of property and amount of compensation. The client will be advised to deposit the needed funds in the Title Company escrow prior to closing.	\$100/parcel
Task 8 Prepare and Maintain Hard Copy Case Files A hard copy case file for each parcel purchased will be prepared and submitted to the client. This file will contain at a minimum: the application package from the owner; a copy of the appraisal; a copy of the letter; a copy of the Determination of Compensation; a copy of the Offer to Sell and any revisions thereto; a copy of the final title insurance policy; and a copy of the recorded Deed. Notes regarding owner meetings and various discussions will be included in the case file as appropriate.	\$100/parcel
Task 9 Coordination with Funding Agency The Contractor will provide grant reports as required by funding agencies, communicate with State and Federal grant staff as necessary, and ensure that grant requirements for buyout are met.	NA

B. Relocation for Voluntary Projects	Cost
Task 10 Determine Relocation Benefits for Eligible Owners and Tenants This service will be provided on as as-needed basis, according to programmatic requirements and County policy. The Contractor will review eligibility for relocation benefits. The Contractor will obtain information from each owner or tenant and calculate benefit amounts to be paid. The Contractor will prepare an Agreement for each eligible owner or tenant and will oversee the payment of benefits.	\$500/parcel

Note on Title and Appraisal Services

The Consultant will contract for title services and for appraisals on behalf of Travis County and will be responsible for overseeing the title company and appraisal contractors to ensure that they meet the requirements of the Grant. Travis County will pay the Consultant for the cost of the appraisal and the Consultant will, in turn, pay the appraisal firm. Travis County will pay the title company directly for their services through the transfer of funds prior to settlement. The Consultant will obtain information for each parcel relating to duplication of benefits from the State of Texas or from the Federal Emergency Management Agency, as appropriate.

Cost Summary

The price of the above-listed voluntary acquisition services will be \$800.00 per parcel for parcels that close and \$600.00 for parcels where offers are made and closing does not take place. Relocation services are provided on an as-needed basis at \$500 per eligible applicant.

Purchase Order

The contractor may not proceed with work associated with "Acquisition Services/Buyout" unless first provided a Purchase Order from the Travis County Purchasing Agent. Additionally, any purchase order in excess of \$25,000 must be approved by the Commissioners Court prior to the beginning of work.

2. ACQUISITION SERVICES / MANDATORY BUYOUT

For each parcel that is approved for Non -Voluntary acquisition, the consultant will perform the following general tasks:

A. Breakdown of Acquisition Tasks for Mandatory Projects

Oversight of the Survey Firm – as needed

In preparation of offers, a metes and bounds survey is required for each parcel. The Contractor will interview, recommend, and hire the survey firm and will ensure that the activities are performed in a timely manner and in accordance with the terms of the contract. The survey firm will invoice the contractor and the contractor will, in turn, invoice the County for these survey services, without markup.

Note: the Actual cost of the survey is not included in contractor's fee.

Follow Uniform Relocation Assistance Act (URA) Guidelines

Properties acquired under a program using Federal Funds where the property will be taken even if negotiations fail require adherence to URA guidelines. This includes but is not limited to Timeframes, Notices, Appraisals, Negotiations, and Documentation Requirements. Contractor will ensure the project is implemented in accordance with URA and funding agency guidelines.

Declaration of Public Necessity

The Contractor will assist in the development of the Declaration of Public Necessity.

Review and Oversight of Title Company Activities

The Contractor will ensure that the Title Company activities are performed in a timely manner and in accordance with the terms of the contract. The Contractor will review Title Search and Title Insurance Commitments to ensure that they meet the requirements of the contract. If problems are encountered, the Contractor will seek resolution from the Title Company.

Review of Appraisal(s) and Oversight of the Appraisal Firm and Review Appraisal Firm

In consultation with the County, the Contractor will interview, recommend, and hire the appraisal firm and will ensure that the Appraisal Company activities are performed in a timely manner and in accordance with the terms of the contract. Each appraisal will be reviewed for compliance with the Uniform Standards for Professional Appraisal Practices (USPAP), Grant agency, and Uniform Relocation Assistance Act (URA) requirements. The appraiser's estimate of value should be well documented and supported by the best comparable sale data available. Errors, omissions and unsupported conclusions will be brought to the attention of the appraiser and the report will be revised as needed to meet the reviewer's requirements. An approved estimate of value will be prepared. Should a property owner later challenge the Determination of Compensation and obtain their own appraisal, the Contractor will review owner's appraisal and a revised Offer to Sell will be prepared as appropriate. Additionally, the contractor will facilitate the review of the Appraisal by an independent Review appraisal firm. Both the primary and review appraisal firms will invoice the contractor and the contractor will, in turn, invoice the County for these appraisal services, without markup.

Note: the Actual cost of the appraisal is not included in contractor's fee.

Develop Data for Determining Compensation

Information provided by the community will be reviewed and an amount of compensation for each parcel will be recommended. The Contractor will analyze the appraisal and/or community information to extract the needed information for the preparation of the Statement of Determination of Compensation and Offer to Sell Real Property.

Prepare Determination of Compensation and Offer to Sell Real Property

Utilizing the data developed or obtained in Task 3, the Contractor will prepare the following documents for the County's review: (1) Letter to each parcel owner explaining the acquisition process and their rights and options, to be signed by the Community official, (2) a Statement of Determination of Compensation for each parcel to be signed by the Community official, and; (3) an Offer to Sell Real Property agreement for each parcel.

Meet with Owners

Each parcel owner will be scheduled for a personal meeting at which time the letter from the County explaining the acquisition process and the owner's rights and options will be reviewed. The Statement of Determination of Compensation and Offer to Sell Real Property will also be explained to each parcel owner. If duplication of benefits deductions are made and the owner has documentation to support a revision to the deductions or to support a reimbursement, appropriate adjustments will be made. The meetings will be conducted in facilities provided by the client. Following this meeting, the offer to sell will be presented to the owner, by the County.

Sample Deed

The Contractor will provide the Title Company a sample Deed for each parcel in a form that meets the requirements of the Funding Agency and the County. The Deed will be suitable for recording with the Recorder of Deeds in the appropriate County. This Deed will recite the true consideration to be paid, will identify the interest in the land to be acquired and will include appropriate deed restrictions as appropriate.

Oversee and Coordinate Settlements

The title company will be responsible for scheduling closing with each parcel owner and for the preparation of all documents necessary for closing. These activities will be monitored to ensure that they are performed in a timely manner and that all matters are properly coordinated. A listing will be prepared and provided to the Client prior to each closing which identifies the amount needed for disbursement by the title company at the closing. The listing will identify each parcel by parcel number, owner name, address of property and amount of compensation. The client will be advised to deposit the needed funds in the Title Company escrow prior to closing.

Prepare and Maintain Hard Copy Case Files

A hard copy case file for each parcel purchased will be prepared and submitted to the client. This file will contain at a minimum: the application package from the owner; a copy of the appraisal; a copy of the letter; a copy of the Determination of Compensation; a copy of the Offer to Sell and any revisions thereto; a copy of the final title insurance policy; and a copy of the recorded Deed. Notes regarding owner meetings and various discussions will be included in the case file as appropriate.

Hard Copy Case File Turnover

If negotiations fail, the Contractor will immediately inform the County and will turn the File over to the County Attorney for initiation of condemnation proceedings.

B. Relocation for Mandatory Projects**Determine Relocation Benefits**

The Uniform Relocation Assistance and Property Acquisition Act (URA) mandates just compensation for property and appropriate relocation assistance when acquisition programs are supported by federal funds. URA also has requirements for assistance to tenants who must move due to an acquisition project. A brief summary of both of these situations follows.

Property Owners. URA requires payment of relocation assistance for owners of owner-occupied homes whose homes are taken as part of a mandatory buyout program. The actual amount of assistance will vary, but will not exceed the amount prescribed by law (\$22,500).

Displaced Tenants. Certain displaced tenants in rental property are entitled to relocation assistance. The actual amount of assistance will vary, but will not exceed the amount prescribed by law (\$5,250).

Note: It is the intent of the Acquisition Representative to use the support of a local Real Estate Agent, and Local Title Company. The local real estate agent will assist in the identification and purchase of a decent, safe, and sanitary replacement property. This agent's compensation will be borne by the selling party. If a commission cannot be agreed to (eg For Sale By Owner), the County agrees to compensate the agent at 3% of the Replacement Dwelling purchase price). All fees associated with title search and settlement will be paid by the County to the Title Company. Any legal fees associated with any required condemnation will be paid by the County.

Total Price – The costs below are based on an economy of scale, as the number of parcels in a project increases, the price- per-parcel decreases. Of particular note:

- For projects that involve acquisition of unimproved parcels, or partial takings where there are no affected improvements, only the Buyout Rep Fee will apply.

1 – 10 parcel projects

Buyout Rep Fee = \$2,000 per parcel

Relocation Rep Fee = \$2,000 per parcel

11 – 20 parcel project

Buyout Rep Fee = \$1,750

Relocation Rep Fee = \$1,750

20 or more parcels project

Buyout Rep Fee = \$1,500

Relocation Rep Fee = \$1,500

3. GRANT APPLICATION DEVELOPMENT

The Consultant will provide grant application development services on an as-needed basis to support the County's programs for buyout, disaster mitigation or disaster recovery.

- Hazard Mitigation Grant Program
- Flood Mitigation Assistance Program
- Pre-Disaster Mitigation Grant Program
- Hazard Mitigation Planning
- Other related programs

Tasks

The consultant will assist in the preparation and submission of applications for grant funding in compliance with local, state and federal requirements. This support includes:

1. Assure compliance with local, state & federal requirements
2. Identify areas for acquisition prioritization
3. Identify qualified properties
4. Verify interest of candidates
5. Collect and verify property loss data
6. Assist in development of project budget
7. Prepare benefit/cost analysis
8. Prepare and provide notification to appropriate agencies

Cost

1. Grant Applications for non-buyout mitigation projects \$7,500
2. Planning Grant Application Development \$3,000
3. Grant Applications for property buyouts. Note: Costs are based the number of homes in the application that must be analyzed for cost/benefit according to FEMA guidelines.
 - Applications with 1 to 25 homes \$5,000
 - Applications with 26 to 50 homes \$6,000
 - Applications with 51 to 75 homes \$7,000
 - Applications with 76 to 100 homes \$8,000
 - Applications with greater than 100 \$9,000
4. Partial or duplicate grant applications \$2,000

Purchase Order

The contractor may not proceed with work associated with “Grant Application Development” unless first provided a Purchase Order from the Travis County Purchasing Agent. Additionally, any purchase order in excess of \$25,000 must be approved by the Commissioners Court prior to the beginning of work.

4. POST-DISASTER GRANT DOCUMENTATION

Background

Following a flood event, FEMA requires the community to perform an assessment of the dollar value of damages to all potentially damaged homes located within the SFHA. In support of this requirement, FEMA has developed Residential Substantial Damage Estimator (RSDE) software. This software requires local construction cost data, visual inspection of exterior and interior damage, and an educated guess of the percentage of damage to approximately 20 categories of home improvements (e.g. interior walls, cabinetry, floor coverings, exterior trim, etc.)

There is a tremendous benefit in having the teams that complete these post-event evaluations use the same approach at estimating and the same tool. A correct assessment of damages results in proper implementation of floodplain management requirements regarding permits and increases the likelihood of inclusion in subsequent mitigation grants. Further, there is a benefit in having a team that completes RSDE's be familiar with the buyout process. They can gather data from flood victims that would be beneficial to a subsequent mitigation grant application, collect current and future contact information, and answer questions about the buyout process from those impacted by a disaster or floodplain designation.

Tasks

1. The Contractor will facilitate RSDE training of County staff/contractors to ensure the entire team is using the same approach
2. The Contractor will act as a technical liaison to the field RSDE teams during the assessment process
3. Contractor will ensure the team completes the Residential Substantial Damage Estimate (RSDE) for all flood-damaged homes and will determine their eligibility for inclusion in Mitigation application(s).
4. The Contractor will ensure the team is collecting all data relevant to the completion of a subsequent buyout program.
5. The Contractor will provide the assessment team preliminary data about the buyout process for use in communication with flood victims they encounter during the assessment process

Cost

As this work will be post-disaster, it is not possible to price the work at this time. The amount of work will be directly proportionate to the extent of the disaster and the County's ability to staff the team. The cost of this work will be quoted and agreed to by the County and the Consultant following the actual disaster. The rate used to quote work under this scope will be based on the hourly rates provided below under item 4, Other Services.

Purchase Order

- The contractor may not proceed with work associated with "Post-Disaster Grant Documentation" unless first provided a Purchase Order from the Travis County Purchasing Agent. Additionally, any purchase order in excess of \$25,000 must be approved by the Commissioners Court prior to the beginning of work.

4. A. 2010 Hazard Mitigation Plan Update

I. Plan Description

The consultant will prepare an update to Travis County's Flood Mitigation Plan. As defined by Federal Rules (44 CFR part§ 78.5), the Flood Mitigation Plan will articulate a comprehensive strategy for implementing technically feasible flood mitigation activities for the area affected by the Plan. Specific elements of the Plan are defined in the above referenced Federal Regulations, and all elements must be addressed or contained within the Plan. As specified in the Federal Regulations, the authority for final approval of the Plan lies with FEMA.

II. Deliverables

1. Quarterly Performance Reports

The consultant will prepare quarterly performance reports as required by the Texas Water Development Board (TWDB) grant contract. One original and three copies of Quarterly Performance report (FEMA 20-22 Narrative Report Form) and any supporting documentation will be submitted to the TWDB's contract manager by the fifteenth (15th) day following the end of each quarter. Copies will be submitted to Travis County's Project

Manager and Financial Analyst.

2. Final Performance Report, Final

The consultant shall submit an original and three (3) copies of a final report (FEMA Form 20-22, Narrative Report Form) and any supporting documentation, which details all the work, performed under the grant contract. The report shall be submitted within three (3) months of the Hazard Mitigation Plan completion date.

3. 5. Draft Flood Mitigation Plan

The consultant will complete the tasks detailed in Section IV of this document, in compliance with the TWDB Flood Mitigation Assistance grant application and grant contract.

4. 6. Final Flood Mitigation Plan

The consultant will complete the Scope of Work no later than the contract completion date.

III. Task Budget

TASK	DESCRIPTION	AMOUNT
Task 1	Organize to prepare the plan	\$1,000.00
Task 2	Involve the Public	\$4,000.00
Task 3	Assess the Hazard	\$10,000.00
Task 4	Assess the Problem	\$10,000.00
Task 5	Set Goals	\$2,500.00
Task 6	Review Possible Alternatives	\$2,500.00
Task 7	Review and Revise Draft Plan	\$10,000.00
Task 8	Adopt the Plan	Covered under "Involve the Public"
Task 9	Implement, evaluate, and revise the plan	Cover under "Review and Revise Draft Plan"
Task 10	Submit to the State and FEMA for review and approval	\$0.00
Total		\$40,000.00

IV. Mitigation Plan Update – Detailed Task Descriptions

Task	Description	Cost
Organize to prepare the plan	Coordinate the proposed plan update effort with Travis County Project Manager and the leads from each Jurisdiction	\$1,000.00
Involve the Public	Documents will be prepared to brief the public on the plan update process. One public meeting will be held during the planning process and one meeting in conjunction with a Council Meeting when the plan is presented for adoption.	\$4,000.00
Assess the Hazard	Collect and incorporate previous Travis County hazards information that may be available. Include map and description of known flood hazards and/or repetitive loss areas, and discuss past floods. Include a map and description of other natural hazards. This will focus on events that have occurred since the original plan development/adoption.	\$10,000.00
Assess the Problem	<p>The plan will discuss the number and type of buildings subject to the hazards identified in the hazard assessment. It will also discuss:</p> <ul style="list-style-type: none"> • The impact of flooding on buildings, infrastructure, and public health and safety; • The need and procedures for warning and evacuating residents and visitors; • Critical facilities, such as hospitals, fire stations, and chemical storage companies; • Areas that provide natural and beneficial functions, such as wetlands; • Development trends and what the future brings for development and redevelopment in the floodplain, the watershed, and natural resource areas; and <p>Impact of flooding on the community and its economy.</p>	\$10,000.00
Set Goals	The update will include a review of Travis County mitigation and floodplain management program's goals to ensure they are still consistent and correct.	\$2,500.00

Review Possible Alternatives	The plan will describe all potential mitigation activities that were considered and note why they are or are not recommended.	\$2,500.00
Review and Revise Draft Plan	The plan will update will overview the results of all above mentioned analysis/data collection and will specify activities appropriate to the community's resources, flood hazard, and vulnerable properties. It will recommend who will do what, and how it will be financed.	\$10,000.00
Adopt the Plan	Hold public meetings to review the Mitigation Plan update and incorporate relevant comments. Council approves and adopts the plan.	Covered under "Involve the Public"
Implement, evaluate, and revise the plan	The plan will show Travis County's procedures for monitoring implementation, reviewing progress, and recommending revisions to the plan in an annual evaluation report.	Cover under "Review and Revise Draft Plan"
Submit to the State and FEMA for review and approval	Submit the plan to State and FEMA for review and approval.	\$0.00

Texas Water Development Board Requirements for Subcontractors

Ownership of Documents:

The Texas Water Development Board (TWDB) and FEMA shall have unlimited rights to technical or other data resulting from the performance of services under this contract. It is agreed that all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this contract and developed by the Consultant shall become the joint property of the Consultant, Travis County, TWDB, and FEMA. These materials shall not be copyrighted or patented by the Consultant unless the EXECUTIVE ADMINISTRATOR of TWDB approves in writing the right to establish copyright or patent; provided, however, that copywriting or patenting by the Consultant will in no way limit TWDB's or FEMA's access to or right to request and receive or distribute data and information obtained or developed pursuant to this contract. Any material subject to TWDB or FEMA copyright and produced by the Consultant, TWDB, or FEMA pursuant to this contract may be printed by the Consultant, or TWDB at their own cost and distributed by either at their discretion. The Consultant may otherwise utilize such material provided under this contract as it deems necessary and appropriate, including the right to publish and distribute the materials or any parts thereof under its own name, provided that any TWDB or FEMA copyright is appropriately noted on the printed materials.

State Auditor Clause

By executing this Contract, the SUBCONTRACTOR accepts the authority of the State Auditor's Office, under direction of the legislative audit committee, to conduct audits and investigations in connection with any and all state funds received pursuant to this contract. The SUBCONTRACTOR shall comply with and cooperate in any such investigation or audit. The SUBCONTRACTOR agrees to provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The SUBCONTRACTOR also agrees to include a provision in any subcontract related to this contract that requires the SUBCONTRACTOR to submit to audits and investigation by the State Auditor's Office in connection with any and all state funds received pursuant to the subcontract.

Financial Records

The SUBCONTRACTOR (S) and its contracted parties shall maintain satisfactory financial accounting documents and records, including copies of invoices and receipts, and shall make them available for examination and audit by the EXECUTIVE ADMINISTRATOR of the BOARD. Accounting by the SUBCONTRACTOR (S) and its contracted parties shall be in a manner consistent with generally accepted accounting principles.

No Debt Against the State

This SUBCONTRACT and Agreement shall not be construed as creating any debt by or on behalf of the State of Texas and the BOARD, and all obligations of the State of Texas are subject to the availability of funds. To the extent the performance of this SUBCONTRACT transcends the biennium in which this SUBCONTRACT is entered into, this SUBCONTRACT is specifically contingent upon the continued authority of the BOARD and appropriations therefore.

Licenses, Permit, and Insurance

For the purpose of this CONTRACT, the SUBCONTRACTOR (S) will be considered an independent SUBCONTRACTOR and therefore solely responsible for liability resulting from negligent acts or omissions. The SUBCONTRACTOR (S) shall obtain all necessary insurance, in the judgment of the SUBCONTRACTOR (S), to protect themselves, the CONTRACTOR, the BOARD, and employees and officials of the BOARD from liability arising out of this CONTRACT. The SUBCONTRACTOR (S) shall indemnify and hold the BOARD and the State of Texas harmless, to the extent the SUBCONTRACTOR (S) may do so in accordance with state law, from any and all losses, damages, liability, or claims therefore, on account of personal injury, death, or property damage of any nature whatsoever caused by the SUBCONTRACTOR (S), arising out of the activities under this CONTRACT.

The SUBCONTRACTOR (S) shall be solely and entirely responsible for procuring all appropriate licenses and permits, which may be required by any competent authority for the SUBCONTRACTOR (S) to perform the subject work.

The validity or construction of this Agreement, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

5. OTHER SERVICES

Fee Schedule: Other services may be requested. Therefore, tasks not addressed in 1., 2., and 3. above will be paid at the following per hour rates:

CY 2008	\$135
CY2009	\$140
CY2010	\$145
CY2011	\$150
CY2012	\$155

Purchase Order

The contractor may not proceed with work associated with "Other Services" unless first provided a Purchase Order from the Travis County Purchasing Agent. Additionally, any purchase order in excess of \$25,000 must be approved by the Commissioners Court prior to the beginning of work.

PI620U02

TRAVIS COUNTY

3/04/10
13:29:04

Requisition number: 0000493424 Buyer Processing

Type information, press Enter.

Type (F4) 1 PURCHASE REQUISITION
Reason ENC \$\$ PENDING CONTRACT MOD ATTN: LEE PERRY
Requested By DONNA WILLIAMS 854-7677 Entered By: WILLIAD0
Date 020910
Vendor#/name (F4) 123277 JEFFREY S. WARD & ASSOCIATES
Search type _ B=Begins with, C=Contains

Contract nbr (F4)
Ship to (F4) Z1 TNR ADMIN - 11TH FLR
Deliver by date 020910
Fiscal year code C C=Current year, P=Previous year, F=Future year

Type options, press Enter.

1=Select for P.O. 2=Change 4=Delete 8=Extended description 9=Quotes

Opt Line#	Quantity	UOM	Description	
1	40000.00	DOL	CONSULTANT SERVICES	
-			TO UPDATE THE TRAVIS	
-			COUNTY HAZARD MITIGATION	
-				
COMMENTS EXIST				Total: 40000.00 +

F3=Exit

F4=Prompt

F7=Alternate view

F8=Req quotes

F9=Generate P.O.

F12=Cancel

F24=More keys

GM200I13

TRAVIS COUNTY

3/04/10

Fiscal Year 2010

Account Balance Inquiry

13:29:50

Account number . . . : 867-4915-621.40-07
Fund : 867 FLOOD MITIGATION ASST PLN
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 15 STORMWATER MANAGEMENT
Activity basic : 62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity : 1 TNR (TRANS & NATRL RESRC)
Element : 40 PROFESSIONAL SERVICES
Object : 07 CONSULTING

Original budget	0	
Revised budget	40,000	01/25/2010
Actual expenditures - current . . .	.00	
Actual expenditures - ytd . . . .	.00	
Unposted expenditures . . . . .	.00	
Encumbered amount . . . . .	.00	
Unposted encumbrances . . . . .	.00	
Pre-encumbrance amount	40,000.00	
Total expenditures & encumbrances:	40,000.00	100.0%
Unencumbered balance . . . . .	.00	0.0

F5=Encumbrances

F7=Project data

F8=Misc inquiry

F10=Detail trans

F11=Acct activity list

F12=Cancel

F24=More keys



TRAVIS COUNTY PURCHASING OFFICE

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

314 W. 11th, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9183

Approved by: _____

Cyd V. Grimes 3/8/10

Voting Session: Tuesday, March 16, 2010

REQUESTED ACTION: APPROVE CONTRACT AWARDS FOR JANITORIAL SERVICES, WEST RURAL COMMUNITY CENTER/CLINIC, PRECINCT 3 OFFICE BUILDING, NORTH RURAL COMMUNITY CENTER/CLINIC, IFB #B100111-LD, TO THE LOWEST, RESPONSIVE BIDDERS (FM):

GROUP A, ALL ITEMS, WEST RURAL COMMUNITY CENTER, WEST RURAL CLINIC, PRECINCT 3 OFFICE BUILDING, INTERNATIONAL BUSINESS SERVICES

GROUP B, ALL ITEMS, NORTH RURAL COMMUNITY CENTER, NORTH RURAL CLINIC, CHOE ENTERPRISES

Points of Contact:

Purchasing: Loren Breland, 854-4854

Department: Facilities Management, Roger A. El Khoury, P.E., Director, Rony Aouad, 854-9661

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. This contract will provide janitorial services at the North Rural Community Center, North Rural Clinic, West Rural Community Center, West Rural Clinic and Precinct 3 Office Building.

On February 2, 2010, IFB #B100111-LD was issued to 79 vendors. Thirteen bids were received on February 22, 2010. FM has reviewed the bids and recommends award to the two lowest, responsive bidders for each Group, Group A, International Business Services and Group B, Choe Enterprises. The references provided by the lowest bidder, DeeCal Commercial Cleaning Services, did not support sufficient experience for buildings of similar size and scope.

Contract Expenditures: Within the last 12 months \$10,093.44 has been spent against this requirement.

41

➤ **Contract-Related Information:**

Award Amount:

Contract Type: Term Contract

Contract Period: March 22, 2010 – March 21, 2011

➤ **Contract Modification Information:**

Modification Amount:

Modification Type:

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: 79

Responses Received: 13

HUB Information: See Comments

% 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: Choe Enterprises is a certified HUB vendor.

➤ **Funding Information:**

- ☒ Purchase Requisitions 495251, 495252 entered in H.T.E.:
- ☒ Funding Account(s): 001-1403-525-6099
- ☐ Comments:

➤ **Statutory Verification of Funding:**

☐ Contract Verification Form: Funds Verified _____ Not Verified _____ by Auditor.

➤ APPROVED ()

DISAPPROVED ()

BY COMMISSIONERS COURT ON:

DATE

COUNTY JUDGE

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

MEMORANDUM

Project No: SVCOT- 09-10F-XM

File: 102

TO: Cyd Grimes, C.P.M., Purchasing Agent

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

FROM: Rony Aouad, Service Contract Manager

DATE: March 5, 2010

SUBJECT: Janitorial Services – Precinct Three / West Rural Community Center and Clinic,
North Rural Community Center and Clinic
Contract Award of IFB100111-LD

Two handwritten signatures are present. The top signature is in dark ink and appears to be "Roger A. El Khoury". The bottom signature is in lighter ink and appears to be "Rony Aouad".

Facilities Management Department (FMD) has completed the review of the thirteen bids received for Janitorial Services at West Rural Community Center and Clinic (WRCC) Building A; Precinct 3 Office Building B (PCT3); and North Rural Community Center and Clinic (NRCC). The apparent lowest bidder (Decal Commercial Cleaning) did not qualify due to lack of legitimate references. The second qualified low bidder for Group A was International Building Services (IBS) and the second low bidder for Group B was Choe Enterprises, Inc., (CHOE).

IBS is an existing Travis County Contractor and has provided acceptable services. Facilities Management Department received positive feedback from the provided references for CHOE. FMD's recommendations for award are as follows:

<u>Group</u>	<u>Location</u>	<u>Vendor</u>	<u>Annual Amount</u>
A	WRCC & Clinic / PCT3	IBS	\$21,820.00
B	NRCC & Clinic	CHOE	\$12,268.00

Funding for these Janitorial Services are in FMD account line 001-1403-525-6099. Please direct any questions on this request to Rony Aouad at 44781. Your assistance in this request is greatly appreciated.

Copy To:

John F. Carr, Administrative Director, FMD

Lloyd Evans, Maintenance Division Director, FMD

Amy Draper, CPA, Financial Manager, FMD

Loren Breland, Purchasing Agent Assistant, Purchasing

<u>Herrera & Sons</u>	First Offer - \$15.00	1 / hour	\$15.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
<u>JDDA Facility Group</u>	First Offer - \$15.00	1 / hour	\$15.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
<u>K-B Contract Cleaning, Inc.</u>	First Offer - \$15.00	1 / hour	\$15.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
<u>Villeda Building Service, LLC</u>	First Offer - \$18.00	1 / hour	\$18.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
<u>VeriClean Janitorial Services</u>	First Offer - \$22.00	1 / hour	\$22.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
<u>Kiss Inc.</u>	First Offer - \$51.00	1 / hour	\$51.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

Supplier Totals

Deecal Commercial Cleaning		\$34,264.00 (38/38 items)
Bid Contact Kenneth Calvin deecalcleaning@yahoo.com Ph 512-801-3419	Address 670 louis henna blvd apt 905 round rock, TX 78664	
Agency Notes:		Supplier Notes:
CHOE ENTERPRISES, INC.		\$35,075.00 (38/38 items)
Bid Contact ROSCOE SISTRUNK ROSCOE.SISTRUNK@SBCGLOBAL.NET Ph 210-444-2300 Fax 210-226-3156	Address 123 E. TRAVIS STE. 601 SAN ANTONIO, TX 78205	
Agency Notes:		Supplier Notes:
International Building Services		\$35,438.00 (38/38 items)
Bid Contact Hye Kim yosan80@hotmail.com Ph 512-833-8466	Address 8204 N. Lamar Blvd.,B-16 Austin, TX 78753	
Qualifications CISV SB		
Agency Notes:		Supplier Notes:
Southwest Key Maintenance LLC		\$36,043.00 (38/38 items)
Bid Contact David Maldonado dmaldonado@swkey.org Ph 512-462-2181 Fax 512-462-0582	Address 6002 Jain Lane Ausitn, TX 78721	
Agency Notes:		Supplier Notes:
Mendoza Maintenance Group, Inc.		\$39,753.00 (38/38 items)
Bid Contact Javier Mendoza bjavermendoza@hotmail.com Ph 956-728-0114	Address 5303 Springfield Laredo, TX 78041	
Agency Notes:		Supplier Notes:
Villeda Building Service, LLC		\$40,057.30 (38/38 items)
Bid Contact Alai Villeda	Address 16804 Brewer Blackbird Dr.	

VBSLLC@ymail.com Ph 512-944-8260 Fax 512-828-6833		Pflugerville, TX 78660	
Agency Notes:		Supplier Notes:	
<u>K-B Contract Cleaning, Inc.</u> Bid Contact Paul Bowland paul@k-bcc.com Ph 512-452-9509 Fax 512-452-9500 Qualifications CISV SB		\$42,495.00 (38/38 items) Address P.O. Box 9101 Austin, TX 78766	
Agency Notes:		Supplier Notes:	
<u>Retail Clean Management Systems</u> Bid Contact Samuel Salas samnu175@aol.com Ph 210-279-7752		\$53,732.44 (38/38 items) Address 1400 West Ave. San Antonio, TX 78201	
Agency Notes:		Supplier Notes:	
<u>JDDA Facility Group</u> Bid Contact Terry L. Christopher TerryLC@JDDAINC.COM Ph 713-956-1599 Fax 713-956-8198 Qualifications HUB MBE SB		\$55,097.00 (38/38 items) Address 1634 W. Sam Houston Pkwy N. Houston, TX 77043	
Agency Notes:		Supplier Notes:	
<u>VeriClean Janitorial Services</u> Bid Contact Janna Lumley janna@vericleanservices.com Ph 210-366-3593 Fax 210-340-3106 Qualifications HUB SB WBE		\$62,295.12 (38/38 items) Address 2114 Turkey Ledge San Antonio, TX 78232	
Agency Notes:		Supplier Notes:	
<u>Kiss Inc.</u> Bid Contact Heather Rosas heather@kisscleaning.com Ph 512-751-3942 Fax 512-250-1225 Qualifications HUB MBE SB TX WBE		\$68,853.56 (38/38 items) Address 13498 Pond Springs Austin, TX 78729	
Agency Notes:		Supplier Notes:	
<u>Herrera & Sons</u> Bid Contact Beatriz Villanueva JRVILLANUEVA@PRODIGY.NET Ph 512-759-1545		\$92,835.00 (38/38 items) Address 300 Grisham Drive Hutto, TX 78634	
Agency Notes:		Supplier Notes:	
<u>AHI Facility Services, Inc</u> Bid Contact Cathy Forbes cathyforbes@ahifs.com Ph 214-741-3714 Qualifications HUB NCTRCA WBE		\$96,183.98 (38/38 items) Address 625 Yuma Ct Dallas, TX 75208	
Agency Notes:		Supplier Notes:	

**

GM200I13

TRAVIS COUNTY

3/08/10
10:41:27

Fiscal Year 2010

Account Balance Inquiry

Account number . . . : 1-1403-525.60-99
Fund : 001 GENERAL FUND
Department : 14 FACILITIES MANAGEMENT
Division : 03 CUSTODIAL SERVICES
Activity basic : 52 GENERAL GOVERNMENT
Sub activity : 5 FACILITIES
Element : 60 OTHER PURCHASED SERVICES
Object : 99 OTHER PURCHASED SERVICES

Original budget :	224,419	
Revised budget :	240,665	10/01/2009
Actual expenditures - current . . . :	2,668.16	
Actual expenditures - ytd :	39,760.62	
Unposted expenditures :	.00	
Encumbered amount :	170,667.75	
Unposted encumbrances :	30.00	
Pre-encumbrance amount :	.00	
Total expenditures & encumbrances:	213,126.53	88.6%
Unencumbered balance :	27,538.47	11.4

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

3/08/10
11:13:18

Number : 0000495251
Type : 1 PURCHASE REQUISITION
Status : DEPARTMENT APPROVAL
Reason : ROUTINE
By : BARBARA WARREN 854-9536
Date : 3/08/10
Vendor : 70628 YOSAN INC
Contract nbr :
Ship to : FE FACILITIES MANAGEMENT
Deliver by date : 3/22/10
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	6.00	MO	BASIC CLEANING AT WEST RURAL COMMUNITY CENTER-BLDG	
			A	
2	6.00	MO	BASIC CLEANING @ WEST RURAL HEALTH CLINIC-BLDG A	+
Total:				9900.00

F3=Exit F7=Alternate view F9=Print
F10=Approval info F12=Cancel F20=Comments

PI625I02

TRAVIS COUNTY
Purchase Requisition

3/08/10
11:13:31

Number : 0000495252
Type : 1 PURCHASE REQUISITION
Status : DEPARTMENT APPROVAL
Reason : ROUTINE
By : BARBARA WARREN 854-9536
Date : 3/08/10
Vendor : CHOE ENTERPRISES
Contract nbr :
Ship to : FE FACILITIES MANAGEMENT
Deliver by date : 3/22/10
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 6.00 MO BASIC CLEANING @ NRCC
— 2 6.00 MO BASIC CLEANING AT NORTH RURAL HEALTH CLINIC

Total: 5100.00
F9=Print

F3=Exit F7=Alternate view
F10=Approval info F12=Cancel F20=Comments



TRAVIS COUNTY PURCHASING OFFICE

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

314 W. 11th, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9188

Approved by: _____

Cyd V. Grimes 3/8/10

Voting Session: Tuesday, March 16, 2010

REQUESTED ACTION: APPROVE MODIFICATION NO. 19 TO CONTRACT MA960322, EASY ACCESS, INC., FOR TAX OFFICE COMPUTER SYSTEM. (ITS/TAX OFFICE/COUNTY CLERK)

Points of Contact:

Purchasing: Lori Clyde, 854-4205

Department: TAX OFFICE: Dusty Knight, 854-9702; Dee Lopez, 854-9203; Nelda Wells Spears

County Attorney (when applicable): Tamara Armstrong

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. This contract is for the maintenance of the Tax Office Computer System, which currently includes EZ-Vote, EZ-Tax, EZ-VIP, ITP software applications and the Tax Office Internet home page.

The Tax Office recommends modifying the Easy Access contract to convert voter document images from a stand alone server into the EZ-Vote system. The cost of this conversion is \$3,600.00.

Modification 18, approved in Commissioners Court September 15, 2009, was to modify the EZ-Vote System in order to image DPS Electronic Data to the "Voter Registration Application" form.

Modification 17, approved in Commissioners Court June 9, 2009, was to purchase additional EZ-VIP licenses

Modification 16, approved in Commissioners Court April 21, 2009, was to purchase additional EZ-VIP licenses.

Modification 15, approved in Commissioners Court October 28, 2008, was to purchase additional EZ-VIP licenses.

Modification 14, approved in Commissioners Court October 7, 2008, was for the creation of an IVR file containing voter registration data.

Modification 13, approved in Commissioners Court April 29, 2008, was for enhancements to EZ-VIP and to include an imaging component to EZ-Tax/EZ-Vote.

Modification 12, approved in Commissioners Court January 8, 2008, was for additional EZ-VIP licenses and support.

Modification 11, approved by the Purchasing Agent February 15, 2007, was to create a website for the County Clerk's Office similar in design to the one used by the Tax Office.

Modification 10, approved in Commissioners Court December 20, 2005, was for programming changes to handle the increase in ballot styles simultaneously.

Modifications 8-9, were for modifications and enhancements approved during FY05.

Modifications 4-7, were for modifications and enhancements approved during FY04.

Modification 3, approved in Commissioners Court February 4, 2003, was for the maintenance renewal, an increase in user licenses and the addition of maintenance for the ITP software product.

Modification 2 was for the extension/renewal of the EZ-Vote maintenance of the EZ-Tax/EZ-Vote System.

Modification 1 amended the original contract for the Tax Office computer system.

➤ **Contract Expenditures:** Within the last 12 months \$162,707.43 has been spent against this contract.

➤ **Contract Modification Information:**

Modification Amount: \$3,600.00

Modification Type: Software Modification

Modification Period: Through February 28, 2011

➤ **Funding Information:**

☐ Purchase Requisition in H.T.E.: 495165

☐ Funding Account(s) 018-0870-518-6099

☐ Comments:

➤ **Statutory Verification of Funding:**

☐ Contract Verification Form: Funds Verified _____ Not Verified _____ by Auditor.



RECEIVED
TRAVIS COUNTY

2010 FEB 24 PM 1:41

**TRAVIS COUNTY TAX ASSESSOR-COLLECTOR
VOTER REGISTRATION DIVISION**

5501 Airport Blvd. PO Box 1748 Austin, TX 78767-1748

Tel: (512) 854-9473 Fax: (512) 854-4840

www.traviscountytax.org

PURCHASING
OFFICE

February 22, 2010

MEMO TO: Lori Clyde, Purchasing

FROM: Nelda Wells Spears, Tax Assessor-Collector

RE: Modification to Easy Access Inc Contract No #MA960322LC

This is to request a modification to the Easy Access Inc contract to convert voter document images from a stand alone server to the AS400 (iSeries) computer system.

Easy Access Inc and HOV Services Inc will work together to migrate the electronic voter document images from the existing stand-alone server to the iSeries system. This will allow all voter document images to reside securely in one platform. Tax Office ITS staff will continuously monitor the system and provide nightly and weekly saves to secure the documents.

Easy Access Inc is the new imaging vendor. Easy Access Inc will create a utility for image migration, create folders on the iSeries, train key Travis county staff to perform the migration, and update the conversion file.

HOV Services Inc is the current imaging vendor. HOV Services Inc will provide the image/index records to Easy Access Inc for successful conversion.

Please contact Dolores D. Lopez, Voter Registration Director at 4-9203 should you need additional information.

PURCHASE REQUISITION NBR: 0000495165

REQUISITION BY: K PFERTNER

STATUS: DEPARTMENT APPROVAL
REASON: ROUTINE

DATE: 3/05/10

SHIP TO LOCATION: TAX ASSESSOR/COLLECTOR

SUGGESTED VENDOR: 30099 EASY ACCESS INC

DELIVER BY DATE: 3/05/10

LINE NBR	DESCRIPTION	QUANTITY UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	PROF SERVICES FOR IMAGING COMMODITY: DP PROCESS & SOFTWARE SVC SUBCOMMOD: SOFTWARE UPDATING SVCS	24.00 EA	150.0000	3600.00	

REQUISITION TOTAL: 3600.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	01808705186099	OTHER PURCHASED SERVICES	100.00	3600.00
		OTHER PURCHASED SERVICES		3600.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

GM200I13

TRAVIS COUNTY

3/05/10
14:42:31

Fiscal Year 2010

Account Balance Inquiry

Account number . . . : 18-0870-518.60-99
Fund : 018 VOTER REGISTRATION FUND
Department : 08 TAX COLLECTOR
Division : 70 VOTER REGISTRATION
Activity basic : 51 GENERAL GOVERNMENT
Sub activity : 8 TAX COLLECTOR
Element : 60 OTHER PURCHASED SERVICES
Object : 99 OTHER PURCHASED SERVICES

Original budget :	2,000	
Revised budget :	14,347	10/07/2009
Actual expenditures - current . . :	.00	
Actual expenditures - ytd . . . :	147.00	
Unposted expenditures :	.00	
Encumbered amount :	3,500.00	
Unposted encumbrances :	.00	
Pre-encumbrance amount :	.00	
Total expenditures & encumbrances:	3,647.00	25.4%
Unencumbered balance :	10,700.00	74.6

F5=Encumbrances F7=Project data F8=Misc inquiry
F10=Detail trans F11=Acct activity list F12=Cancel F24=More keys

MODIFICATION OF CONTRACT NUMBER: MA960322 - Tax Office Computer System PAGE 1 OF 2 PAGESISSUED BY: PURCHASING OFFICE
314 W. 11TH ST., RM 400
AUSTIN, TX 78701PURCHASING AGENT ASST: Lori Clyde
TEL. NO: (512) 854-9700
FAX NO: (512) 854-9185DATE PREPARED:
March 3, 2010ISSUED TO:
Easy Access, Inc.
4200-A N Bicentennial Dr.
McAllen, Texas 78504
(956) 682-3466 (v)
(956) 682-0906 (f)MODIFICATION NO.:

19EXECUTED DATE OF ORIGINAL
CONTRACT:

December 13, 1994ORIGINAL CONTRACT TERM DATES: February 28, 2003-February 29, 2004 CURRENT CONTRACT TERM DATES: March 1, 2010 - February 28, 2011**FOR TRAVIS COUNTY INTERNAL USE ONLY:**Original Contract Amount: \$ 288,850.00 Current Modified Amount \$ 727,595.24**DESCRIPTION OF CHANGES:** Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

The above mentioned contract is hereby modified per the attached Change Order Request dated January 22, 2010. The cost of this modification is \$3,600.00 (24 hours at \$150.00/hour).

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: EASY ACCESS INCBY: 
SIGNATUREBY: WILLIAM C HAMER
PRINT NAMETITLE: CEO
ITS DULY AUTHORIZED AGENT☐ DBA
☒ CORPORATION
☐ OTHERDATE:
03/04/2010

TRAVIS COUNTY, TEXAS

BY: 
CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENTDATE:
3/8/10

TRAVIS COUNTY, TEXAS

BY: _____
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

DATE:

CHANGE ORDER REQUEST

DATE: January 22, 2010

CONTRACT: Contract between Travis County and Easy Access Inc for Tax Office Computer System Contract #MA960322LC

MODIFICATION NO. _____

Pursuant to Section 22.4 Contractor and Project Directors hereby submit the following Change Order:

Scope of Work:**Conversion to include the following:**

- **Create Green Screen Utility for Image Migration**
 - A green screen utility will be created to facilitate the image conversion.
 - Train Travis County staff on how to utilize the green screen utility for the image conversion, as Travis County staff will perform the conversion through this utility.
- **Image Conversion Folder(s) Setup on IBM iSeries**
 - Create necessary folder(s) on iSeries necessary for image conversion.
 - Train Travis County staff on how to copy the old image files to the folder(s) on the iSeries. Each folder will contain about 50,000 image files.
- **Conversion File(s) Update**
 - Update conversion file with additional image conversion data. The old imaging vendor will need to provide this file with 50,000 image/index records.
 - Train Travis County staff how to copy conversion file to folder on iSeries.

Project Impact:**24 Hours @ \$150/Hour = \$3,600**

Easy Access Inc and Travis County have given careful consideration to the changes proposed and hereby agree with the System changes and the project impact.

Submitted by:

EASY ACCESS INC*William C Hamer*

Approved by electronic signature

William C Hamer

Typed

CEO

Title

01/22/2010

Date

Approved by:

TRAVIS COUNTY

Authorized Signature

Typed

Title

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

Approved by: _____

Cyd V. Grimes 3/8/10

Voting Session: Tuesday, March 16, 2010

REQUESTED ACTION: APPROVE INTERLOCAL AGREEMENT WITH UNIVERSITY OF TEXAS TO USE THE AT & T EXECUTIVE EDUCATION AND CONFERENCE CENTER. (COUNTY AUDITOR)

Points of Contact:

Purchasing: Rosalinda Garcia, 854-9763

Department: County Auditor, Susan Spataro

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro

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.

This Interlocal Agreement will provide rental of conference center for the BEFIT Project.

➤ **Contract Related Information:**

Contract Type: Interlocal

Contract Period: March 30, 2010 through May 14, 2010

Award Amount: \$23,600.00

➤ **Funding Information:**

☒ Purchase Requisition in H.T.E.: 493648

☒ Funding Account(s): 00106105166102

☐ Comments:

➤ **Statutory Verification of Funding:**

☐ Contract Verification Form: Funds Verified ____ Not Verified ____ by Auditor.

**STATE OF TEXAS
INTERLOCAL COOPERATION CONTRACT**

This Interlocal Cooperation Contract ("Contract") is entered into by and between the governmental entities shown below as Contracting Agencies, pursuant to the authority granted and in compliance with the *Interlocal Cooperation Act, Chapter 791, Texas Government Code*.

I. Contracting Agencies

The Performing Agency: AT&T Executive Education and Conference Center
The University of Texas at Austin

Contact Person: Amanda Barone
1900 University Avenue
Austin, TX 78705
(512) 404-3616

The Receiving Agency: Travis County Auditor's Office

Contact Person: Rose Garcia

II. Statement of Services to be Performed

EVENT REQUIREMENTS

The Performing Agency agrees that it will provide, and Receiving Agency agrees that it will be responsible for utilizing the services in the pattern set forth below.

CONFERENCE ROOM / EVENT SPACE

DATE	START TIME	END TIME	ROOM	SETUP	SEATING	ROOM RENTAL
3/30/2010	8:00 AM	6:00 PM	Classroom 101	*Existing Setup	50	750.00
3/31/2010	8:00 AM	6:00 PM	Classroom 105	*Classroom 3 per 6 ft	50	750.00
4/1/2010	8:00 AM	6:00 PM	Classroom 105	*Classroom 3 per 6 ft	50	750.00
4/13/2010	8:00 AM	5:00 PM	Classroom 106	*Existing Setup	80	750.00
4/14/2010	8:00 AM	6:00 PM	Classroom 106	*Existing Setup	80	750.00
4/15/2010	8:00 AM	6:00 PM	Salons AB	*Classroom 3 per 6 ft	80	750.00
4/16/2010	8:00 AM	6:00 PM	Classroom 103	*Classroom 3 per 6 ft	80	750.00
4/19/2010	8:00 AM	5:00 PM	Classroom 203	*Existing Setup	80	750.00
4/20/2010	8:00 AM	6:00 PM	Classroom 101	*Existing Setup	60	750.00
4/21/2010	8:00 AM	6:00 PM	Classroom 106	*Existing Setup	80	750.00
4/22/2010	8:00 AM	6:00 PM	Classroom 203	*Existing Setup	80	750.00
4/23/2010	8:00 AM	6:00 PM	Classroom 203	*Existing Setup	80	750.00
5/3/2010	8:00 AM	6:00 PM	Classroom 106	*Existing Setup	80	750.00
5/4/2010	8:00 AM	6:00 PM	Classroom 106	*Existing Setup	80	750.00
5/5/2010	8:00 AM	6:00 PM	Classroom 103	*Classroom 3 per 6 ft	80	750.00
5/6/2010	8:00 AM	6:00 PM	Classroom 103	*Classroom 3 per 6 ft	80	750.00
5/7/2010	8:00 AM	6:00 PM	Classroom 106	*Existing Setup	80	750.00
5/10/2010	8:00 AM	6:00 PM	Classroom 103	*Classroom 3 per 6 ft	80	750.00
5/11/2010	8:00 AM	6:00 PM	Classroom 103	*Classroom 3 per 6 ft	80	750.00
5/12/2010	8:00 AM	6:00 PM	Classroom 106	*Existing Setup	80	750.00
5/13/2010	8:00 AM	6:00 PM	Classroom 106	*Existing Setup	80	750.00
5/14/2010	8:00 AM	6:00 PM	Classroom 106	*Existing Setup	80	750.00

CONFERENCE ROOM, EVENT SPACE AND CATERING ATTRITION

Should the actualized Conference Room and/or Catering Fees be less than eighty-five percent (85%) of the

Event Guarantee, Receiving Agency agrees to pay the Performing Agency a Conference Room, Event Space and Catering attrition charge calculated as the difference between the actualized Conference Room and/or Catering Fees and eighty-five percent (85%) of the Event Guarantee.

The Performing Agency shall be required to make good faith efforts to resell any accommodations in this Agreement subject to attrition charges.

EVENT SPACE

Appropriate Event space will be assigned to suit the specific requirements of Receiving Agency's meeting. The Performing Agency reserves the right to reassign all meeting space pending notification to the Receiving Agency.

PARKING

The Performing Agency has a substantial amount of parking that is available on a first come, first serve basis though there is no guarantee of available parking in the Performing Agency parking garage. Additional parking is available nearby at the prevailing rates and terms.

Parking is the responsibility of the individual guest.

AV NEEDS

For Rooms 101, 105, 106, 203, 103 Only:

Projector Package: LCD Projector, 6x10 or similar screen, Power, VGA cable, and Cart: \$425.00

Total: \$425.00 per day - 19 days

For Salon AB Only:

Projector Package with Microphone: LCD Projector, 6x10 or similar screen, Power, VGA cable, and Cart, wireless handheld or lavalier microphone

Total: \$525.00 per day - 1 day

III. Basis for Calculating Reimbursable Costs

Services of Personnel (salaries, wages, fringe benefits, travel & consultant fees):

\$0

Services of Supplies & Material (supplies, materials, telephone and duplication):

\$0

Services of equipment (computer services, equipment usage):

~~\$25,950~~ \$23,600.00 - JH

TOTAL DIRECT COSTS:

~~\$25,950~~ \$23,600.00 - JH

Indirect costs (%)

TOTAL AMOUNT DUE (includes AV + room rental)

~~\$25,950~~ \$23,600.00 - JH

IV. Contract Amount

The total amount of this contract shall not exceed ~~\$25,950~~ \$23,600.00 JH

V. Payment of Services

Performing Agency will invoice Receiving Agency for services upon complete performance of services.

In accordance with Chapter 791, Texas Government Code, Receiving Agency shall reimburse Performing Agency for services satisfactorily performed from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to Performing Agency with current revenues available.

[Handwritten signature]

VI. Warranties

Performing Party warrants that (1) it has authority to perform the services under authority granted in Section 65.31, *Texas Education Code* and Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Receiving Agency warrants that (1) it has the authority to contract for the services under authority granted in Chapter 791, *Texas Government Code*; and (2) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

VII. Term of the Contract

This contract is effective as of the later of **February 26, 2010** or date fully executed by both parties ("Effective Date") and shall terminate on **May 14, 2010**.

VIII. Termination

In the event of a material failure by a Contracting Agency to perform its duties and obligations in accordance with the terms of this Contract, the other agency may terminate this Contract upon 30 days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating agency. The termination will not be effective if the material failure is fully cured prior to the end of the 30-day period.

IX. Certifications

The Contracting Agencies certify that, (1) the services specified above are necessary and essential for activities that are property within the statutory functions and programs of the affected entities, (2) the proposed arrangements serve the interest of efficient and economical administration of the State of Texas, and (3) the services, supplies or materials contracted for are not required by Section 21, Article 16 of the *Texas Constitution* to be supplied under contract given to the lowest responsible bidder.

X. Venue: Governing Law

This Agreement shall be construed, interpreted, applied and enforced under the laws of the State of Texas. Should a dispute arise under this agreement, Travis County, Texas, shall be the proper place of venue.

XI. Breach of Contract Claims

To the extent that Chapter 2260, *Texas Government Code*, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by The Performing Agency, The University of Texas at Austin, and Receiving Agency to attempt to resolve any claim for breach of contract made by Receiving Agency that cannot be resolved in the ordinary course of business. The Chief Business Officer of University shall examine Receiving Agency's claim and any counterclaim and negotiate with Receiving Agency in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the execution of this Agreement by The Performing Agency and/or The University of Texas at Austin nor any other conduct, action or inaction of any representative of The Performing Agency or The University of Texas at Austin relating to this Agreement constitutes or is intended to constitute a waiver of The Performing Agency or The University of Texas at Austin or the state's sovereign immunity to suit; and (ii) neither The Performing Agency or The University of Texas at Austin nor Receiving Agency has waived its right to seek redress in the courts.

XII. Authorized Representatives

When signed by authorized representatives of both parties, this Agreement constitutes a binding agreement between Receiving Agency and The Performing Agency as of the Effective Date.

XIII. Entire Agreement. Authorization and Acceptance

This Agreement, with attached exhibits (if any) constitutes the entire agreement between the parties and may not be amended or changed unless done so in a writing signed by Performing Agency and Receiving Agency. The undersigned represent that they are authorized to sign and enter into this Agreement. The above terms and conditions currently are being offered by the AT&T Executive Education and Conference Center on a first option, tentative basis. The parties agree that a copy of this Agreement signed by Receiving Agency's authorized representative and sent via facsimile transmission to (512) 404-1600 to the attention of Amanda Barone shall constitute acceptance of the Agreement by the Receiving Agency as of the date and time of the facsimile confirmation of transmission. However, as soon as practical thereafter but no later than February 18, 2010, Receiving Agency will forward to Performing Agency two copies of this Agreement with the authorized representative's original signatures. If receipt of the two copies of this Agreement with original signatures of Receiving Agency's authorized representative is not accomplished by the above date, Performing Agency cannot guarantee the space, services or any other terms set forth herein. Upon timely receipt of the two copies of the Agreement with original signatures from the Receiving Agency, Performing Agency's representative will sign both, returning as soon as practical one fully executed copy with original signatures to Receiving Agency. In any event, the parties agree that this Agreement is contingent at all times on the verification by Performing Agency that Receiving Agency is able to comply with the payment arrangements, credit methods and terms as stated herein. Should another individual or organization request use of the Performing Agency during the Event Start and End Dates (or a substantial part of such dates), prior to Receiving Agency's acceptance of this Agreement, Performing Agency will make a reasonable and good faith effort to promptly notify Receiving Agency and will allow Receiving Agency 48 hours after receipt of such notice to confirm acceptance of this Agreement via facsimile transmission as described above. After receiving such notice, Receiving Agency's failure to timely accept this Agreement or to timely exchange copies of this Agreement with original signatures as required above will result in a release of the space in question and a cancellation of the Event described herein.

The parties have executed and enter into this Agreement as shown by the signatures below of their respective authorized representatives. Copies of the executed Agreement shall be deemed as originals for all purposes.

Performing Agency:

**AT&T Executive Education and Conference Center
The University of Texas at Austin**

By: 

Name: Debra Y. Stevens

Title: Business Contracts Administrator

Date: 3-1-10

Receiving Agency:

Travis County Auditor's Office ^{RG}

By: _____

Name: _____

Title: _____

Date: _____

Invoices should be sent to the attention of:

GM200I13

TRAVIS COUNTY

3/08/10

Fiscal Year 2010

Account Balance Inquiry

15:23:16

Account number . . . : 1-0610-516.61-02
 Fund : 001 GENERAL FUND
 Department : 06 COUNTY AUDITOR
 Division : 10 COUNTY AUDITOR
 Activity basic : 51 GENERAL GOVERNMENT
 Sub activity : 6 COUNTY AUDITOR
 Element : 61 RENT
 Object : 02 RENT - LAND & BUILDINGS

Original budget :	27,000	
Revised budget :	17,650	02/11/2010
Actual expenditures - current . . :	.00	
Actual expenditures - ytd . . . :	.00	
Unposted expenditures :	.00	
Encumbered amount :	.00	
Unposted encumbrances :	.00	
Pre-encumbrance amount :	16,500.00	
Total expenditures & encumbrances:	16,500.00	93.5%
Unencumbered balance :	1,150.00	6.5

F5=Encumbrances F7=Project data

F8=Misc inquiry

F10=Detail trans F11=Acct activity list

F12=Cancel

F24=More keys

GM200I13

TRAVIS COUNTY

3/08/10

Fiscal Year 2010

Account Balance Inquiry

15:33:39

Account number . . . : 1-0610-516.61-04
Fund : 001 GENERAL FUND
Department : 06 COUNTY AUDITOR
Division : 10 COUNTY AUDITOR
Activity basic : 51 GENERAL GOVERNMENT
Sub activity : 6 COUNTY AUDITOR
Element : 61 RENT
Object : 04 RENT-OTHER MACH & EQUIP

Original budget :	55	
Revised budget :	9,405	02/11/2010
Actual expenditures - current . . :	4.96	
Actual expenditures - ytd . . . :	19.84	
Unposted expenditures :	.00	
Encumbered amount :	.00	
Unposted encumbrances :	.00	
Pre-encumbrance amount :	8,600.00	
Total expenditures & encumbrances:	8,624.80	91.7%
Unencumbered balance :	780.20	8.3

F5=Encumbrances F7=Project data

F8=Misc inquiry

F10=Detail trans F11=Acct activity list

F12=Cancel

F24=More keys

PURCHASE REQUISITION NBR: 0000493648

REQUISITION BY: JACKIE CASIAS/854-9133

STATUS: READY FOR BUYER PROCESS
REASON: ROOM RENTAL

DATE: 2/11/10

SHIP TO LOCATION: AUDITOR

SUGGESTED VENDOR: 76047 AT&T EXECUTIVE EDUCATION AND

DELIVER BY DATE: 3/01/10

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	ROOM RENTAL FOR BEFIT VENDOR DEMONSTRATIONS COMMODITY: REAL PROPERTY RENTAL/LEAS SUBCOMMOD: ROOM RENTAL, CONF/SEMINAR	20.00	DA	750.0000	15000.00	
2	AUDIO VISUAL EQUIPMENT RENTAL FOR THE BEFIT VENDOR DEMONSTRATIONS COMMODITY: RENTAL/LEASE-OFFICE, ETC. SUBCOMMOD: AUDIO/VIDEO EQUIP&ACCESS.	19.00	DA	425.0000	8075.00	
3	AUDIO VISUAL EQUIPMENT RENTAL FOR THE BEFIT VENDOR DEMONSTRATIONS COMMODITY: RENTAL/LEASE-OFFICE, ETC. SUBCOMMOD: AUDIO/VIDEO EQUIP&ACCESS.	1.00	DA	525.0000	525.00	
REQUISITION TOTAL:					23600.00	

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00106105166102	RENT	100.00	15000.00
		RENT - LAND & BUILDINGS		
2	00106105166104	RENT	100.00	8075.00
		RENT-OTHER MACH & EQUIP		
3	00106105166104	RENT	100.00	525.00
		RENT-OTHER MACH & EQUIP		
				23600.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

18

TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUEST

Voting Session: March 16, 2010

Work Session: _____

I. A. Request made by: Joseph Gieselman, Executive Manager Phone # 854-9383

B. Requested Text:

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING TRAVIS COUNTY'S STORM WATER MANAGEMENT PROGRAM AND DEVELOPMENT REVIEW PROGRAM, INCLUDING:

A. ADOPTION OF PROPOSED AMENDMENTS TO TRAVIS COUNTY CODE, CHAPTERS 64 AND 82, TO IMPLEMENT WATER QUALITY PROTECTION REQUIREMENTS IN THE LAKE TRAVIS WATERSHED AND TO REVISE GROUNDWATER AVAILABILITY REQUIREMENTS APPLICABLE TO SUBDIVISION PROPOSALS IN UNINCORPORATED AREAS OF TRAVIS COUNTY; AND

B. ADOPTION OF A REVISED INTERLOCAL AGREEMENT WITH THE LOWER COLORADO RIVER AUTHORITY RELATING TO IMPLEMENTATION OF THE TRAVIS COUNTY STORM WATER MANAGEMENT PROGRAM.

C. Approved by: _____

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

TNR: Jon White, Thomas Weber, Anna Bowlin, Stacey Scheffel

County Attorney: Julie Joe

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 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)

 X 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

NATURAL RESOURCES & ENVIRONMENTAL QUALITY



411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697

March 16, 2010

MEMORANDUM

TO: Members of the Commissioners' Court

FROM: Joseph P. Gieselman, Executive Manager, TNR

SUBJECT: Adoption of Amendments to Travis County Code, Chapters 64 and 82; and Adoption of a Revised Interlocal Agreement with the Lower Colorado River Authority.

Proposed Motion: Consider and Take Appropriate Action regarding Travis County's Storm Water Management Program and Development Review Program, including:

- A. Adoption of Proposed Amendments to Travis County Code, Chapters 64 and 82, to Implement Water Quality Protection Requirements in the Lake Travis Watershed and to Revise Groundwater Availability Requirements Applicable to Subdivision Proposals in Unincorporated Areas of Travis County; and
- B. Adoption of a Revised Interlocal Agreement with the Lower Colorado River Authority relating to Implementation of the Travis County Storm Water Management Program.

Summary and Staff Recommendation: TNR recommends adoption of amendments to Chapters 64 and 82 to establish revised storm water management requirements for the Lake Travis watershed. The amendments would enhance Travis County Code standards to be equivalent to development requirements in the Lower Colorado River Authority's (LCRA) Highland Lakes Watershed Ordinance (HLWO). Also, the adoption of the amendments to Sections 82.203 and 82.204 would add more specific requirements applicable to an applicant for a preliminary plan or final plat to ensure adequate groundwater is available to sustain water demands in a subdivision. Additionally, TNR recommends adoption of a revised Interlocal Agreement with the LCRA.

The Commissioners' Court held a public hearing on the proposed rule making on January 12, 2010. A 30-day period of time was afforded to the public to provide comments on the proposed

amendments. Public comments were solicited by newspaper notice, a notice along with links to details of the proposal on the Travis County Website, and through other informal methods. The staff of TNR reviewed comments received and made revisions that were appropriate.

The amendments affect Chapter 64 relating to Regulations for Flood Plain Management and Guidelines and Procedures for Development Permits, Section 64.061. The amendments also affect Chapter 82, relating to Standards for Construction of Streets and Drainage in Subdivisions, Sections 82.002, 82.203, 82.204, and 82.209. The revisions would also add new Section 82.211. Existing Section 82.210 is proposed for repeal since this section was superseded in 2006. A Takings Impact Assessment was prepared for review by the public as a part of this rule making.

Adoption of the rule amendments is necessary to allow execution of the revised Interlocal Agreement between LCRA and Travis County. Under the proposed agreement, LCRA and Travis County staff will divide the effort of inspection and enforcement of water quality protection activities in the Lake Travis watershed. Adoption of equivalent requirements in the Travis County Code will facilitate a more simplified development approval process, and more efficient and effective use of staff resources for monitoring compliance with storm water requirements in the Lake Travis watershed. LCRA has confirmed that the agreement in its present form is acceptable. LCRA is expected to sign the agreement after approval by Travis County.

Included with this memorandum are:

Attachment 1, a summary table highlighted the most significant changes and a marked-up version of the amendments showing proposed deletions and additions.

Attachment 2, a version of the rule showing the text as it would appear upon adoption of amendments along with a map of the affected area.

Attachment 3, the proposed Interlocal Agreement for execution between Travis County and LCRA along with a summary of the agreement's terms/conditions.

Background: Travis County's Municipal Separate Storm Sewer System (MS4) permit requires us to implement specific measures as a part of our state-approved Storm Water Management Program (SWMP). One of these requirements is to upgrade the 2005 Interim Water Quality Regulations (IWQR) of the county by adopting erosion and sediment control and post-construction best management practices applicable to development in the unincorporated areas of Travis County. Today's proposal begins a stepwise approach towards this goal with revised storm water management requirements for the Lake Travis watershed. The proposed requirements would enhance Travis County Code standards and would be equivalent to development requirements in the Lower Colorado River Authority's (LCRA) Highland Lakes Watershed Ordinance (HLWO). The SWMP also requires Travis County to revise the 1990 Inter-Local Agreement with the LCRA.

The SWMP includes requirements that Travis County upgrade the 2005 IWQR by August 11, 2011. TNR plans to develop final storm water regulations that would address development in remaining unincorporated areas of the county. TNR anticipates an effort prior to proposal and adoption by the 2011 deadline that would include stakeholder input, inter-governmental

coordination, and efforts to harmonize County development requirements with other local requirements.

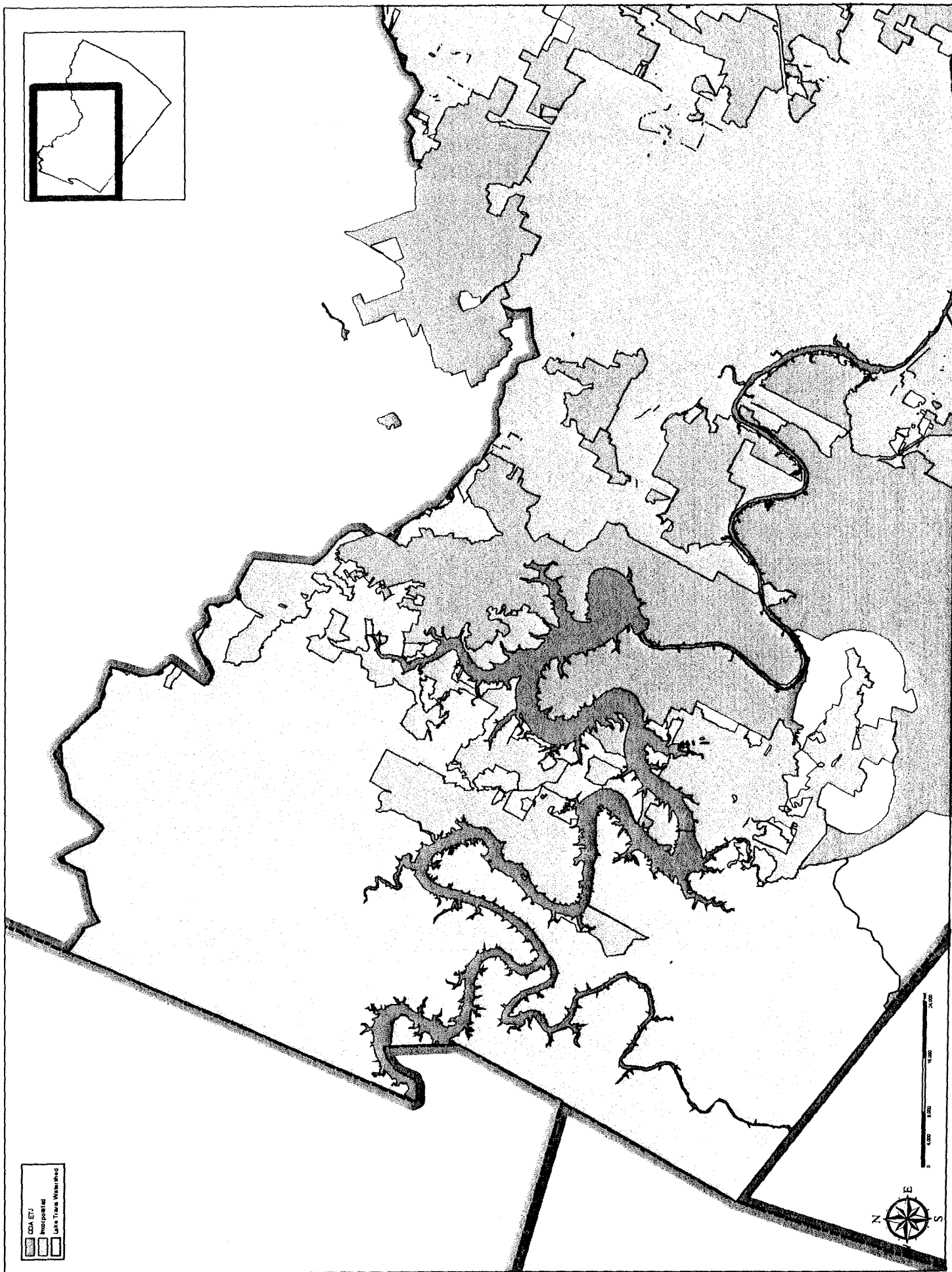
Budgetary and Fiscal Impact: None identified.

Issues and Opportunities: The adoption of this rule making provides an opportunity to Travis County to advance storm water management in the Lake Travis watershed. Adoption of the Interlocal Agreement will result in more effective use of staffing at both the LCRA and Travis County, while continuing to ensure appropriate oversight of development where both entities have shared jurisdiction. The amendments to requirements for preliminary plans and final plats will increase the assurance that the County approval will result in adequate water for the intended uses of the subdivided land.

cc: Christopher Gilmore, County Attorney's Office
Julie Joe, County Attorney's Office
Thomas Weber, Program Mgr., Environmental Quality
Anna Bowlin, Director, Development Services
Dave Fowler, Project Mgr., Environmental Quality

Attachments 1, 2, and 3

JPG/TW



ATTACHMENT 1

PROPOSAL FOR ADOPTION: REVISIONS TO TRAVIS COUNTY CODE, CHAPTERS 64 and 82 (March 16, 2010 version)

Summary of Rule Changes and Explanation

Existing Travis County Code	Proposed Travis County Code	Reason
82.203(b)(20) – requires preliminary plan applicant to comply with TCEQ rules related to demonstrating groundwater availability	82.203(b)(20) and 82.204(b) – requires preliminary plan and final plat applicant to submit materials to County for review, demonstrating groundwater availability	County review will help ensure required demonstrations are adequate; will help set a more level “playing field” for all applicants
82.209 – Interim water quality requirements (IWQR) applicable in unincorporated Travis County outside of municipal ETJs	82.209(a) and 82.211(c) –Provisions of IWQR and Highland Lakes Watershed Ordinance (HLWO) will apply in Lake Travis watershed, except for incorporated areas and Austin ETJ	Requirements of IWQR and HLWO merged together; where conflicting standards existed, the more stringent of the 2 will apply; will facilitate Inter-Local Agreement with LCRA and division of labor
82.209(b)(3)(C) – No provision exists	82.209(b)(3)(C) – County may require construction BMPs associated with road crossings of a waterway; applies in Lake Travis watershed (except for incorporated areas and Austin ETJ), as well as in all other unincorporated areas outside ETJs	Ensures that more protection is focused on areas where erosion and sediment runoff have a direct and high potential to degrade water quality
82.209(c)(1) – buffers from environmentally valuable features from IWQR apply in unincorporated Travis County outside of municipal ETJs	82.211(f)(1) – In L. Travis watershed, buffers from environmentally valuable features from IWQR apply outside incorporated cities except for Austin ETJ	Unifies Code requirements watershed wide; eliminates small ETJ gaps where environmentally valuable features would not be protected; Austin ETJ is under separate County Code that is equivalent to HLWO
82.209(c)(3) – buffer from a creek with drainage >640 acres is the 100-year floodplain boundary, except it must be no less than 200 ft or greater than 400 ft from creek centerline	82.211(f)(2) – In L. Travis watershed, HLWO buffer options will apply in County Code. Options for a drainage > 640 acres include either a buffer of 300 ft from centerline or the 100-year floodplain boundary plus 25 ft	HLWO buffers are adequate in this scenario; sets one unified set of requirements
82.209(c)(3)(E) – Exceptions from waterway buffers in IWQR apply in unincorporated Travis County outside of municipal ETJs	82.211(f)(3)(C) - Exceptions from waterway buffers are based upon HLWO and apply outside incorporated cities except for Austin ETJ	Exceptions that were eliminated include fences, golf courses, and detention basins; HLWO guidance on road crossings will govern; revised for consistency with HLWO

Existing Travis County Code	Proposed Travis County Code	Reason
82.209(d) – Cut and fill requirements from IWQR apply in unincorporated Travis County outside of municipal ETJs	82.211(g) – In L. Travis watershed, cut and fill requirements from IWQR apply outside incorporated cities except for Austin ETJ	Unifies Code requirements watershed wide; eliminates small ETJ gaps where cut and fill requirements would not apply; Austin ETJ is under separate County Code that is equivalent to HLWO
82.209(f) – Sets pollutant load limits that must be achieved by permanent structural controls based on slope and distance from L. Travis.	82.211(i) – In L. Travis watershed, sets sizing of permanent structural controls based on a storm event size specified in HLWO; allows alternate standard with use of cluster development and open roadways	Existing Code was based on out-of-date LCRA Ordinance that was since replaced with HLWO; requirements more straightforward to design; alternate standard adds flexibility
82.209(k) – Fiscal security requirements are based upon County Code Chapter 82	82.211(k) – In L. Travis watershed, the scope of development subject to fiscal security is based upon HLWO for commercial and single-family subdivisions as defined in 82.211(b)	Consistency with HLWO; currently, some development like multi-family units are not subject to fiscal requirements in County Code
82.210 – established alternate standards in 2005 for Conservation Developments	82.210 – Section is repealed; has been superseded.	More substantive Conservation Development standards were approved by the Court in 2006 in Chapter 82, Subchapters A and C.
82.211(e) – no provision exists	82.211(e) – County will require a pre-development/concept plan meeting for significant development (residential subdivisions >20 acres, commercial development >3 acres).	Provision added for consistency with HLWO

For readability:

Text that is proposed for addition is shown in underline format, for example:
underline format is proposed new text

Text shown within brackets and shaded is proposed for deletion, for example:
~~[bracketed and shaded format is proposed text to be deleted]~~

Sections, subsections, paragraphs, etc. of the existing Code skipped or not shown in this document is not proposed for revision.

SECTION 64.061. REGULATORY PROCESS FOR PERMITS; EXPIRATION OF PERMITS.

- (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.), 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) – (d) No Change.

SECTION 82.002. DEFINITIONS.

The following definitions are added to Section 82.002 in the appropriate alphabetical order:

Cluster Development means a confined area of housing or commercial development that is separated from other development areas by undeveloped land.

Construction Site Operator means the person or persons associated with a large or small construction activity (as those terms are defined by the Texas Commission on

Environmental Quality) that either has (1) operational control over the construction plans and specifications, including the ability to make modifications to those plans and specifications; or (2) day-to-day operational control of these activities at the construction site that are necessary to ensure compliance with a SWP3 for the site or other permit conditions.

Executive Manager means the executive manager of the Transportation and Natural Resources Department of Travis County or a person designated by the executive manager.

Groundwater Conservation District or GCD means any district or authority created under Section 52, Article III, or Section 59, Article XVI, Texas Constitution, that has the authority to regulate the spacing of water wells, the production from water wells, or both.

Highland Lakes Watershed Ordinance or HLWO means the ordinance promulgated by the LCRA under the authority of the LCRA Enabling Act, specifically Texas Water Code §222.004 (a), (d), (e), (q) and other applicable law, that requires the management of stormwater runoff from development.

Highland Lakes Watershed Ordinance area means the Lake Travis watershed in Travis County.

Maximum Extent Practicable means the technology-based discharge standard for municipal separate storm sewer systems to reduce pollutants in storm water discharges that was established by the federal Clean Water Act §402(p).

Notice of Intent or NOI means a written submission to the executive director of the Texas Commission on Environmental Quality from an applicant requesting coverage under a general permit and confirming that a SWP3 has been developed and will be implemented prior to construction.

Priority Groundwater Management Area or PGMA means an area designated and delineated by the Texas Commission on Environmental Quality as an area that is experiencing or is expected to experience critical groundwater problems.

Re-development means any rebuilding, renovation, re-plat of property, revisions, remodel, reconstruction of an existing development or redesign of an existing development occurring after February 1, 1990, and which does not cumulatively increase impervious cover by 10,000 square feet or more.

Stormwater Pollution Prevention Plan or SWP3 means the plan required by the construction general permit issued by the Texas Commission on Environmental Quality (TCEQ) to identify and address potential sources of pollutants that are reasonably expected to affect the quality of discharges from a construction activity, and that describes the implementation of practices that will be used to minimize to the extent

practicable the discharge of pollutants in storm water during the construction activities required during land development.

SECTION 82.203. PRELIMINARY PLAN.

(a) Submission.

(1) through (3) No Change.

(4) Outside the ETJ, for any single-family residential subdivision of a tract that exceeded 20 acres on the date of the order adopting this requirement and for all commercial subdivisions, the application shall include a digital drawing file of the preliminary plan in electronic media meeting the requirements of Section 82.204(b)(1). In this subsection, areas in which Travis County has been granted exclusive jurisdiction pursuant to Chapter 242 of the Texas Local Government Code are considered outside the ETJ.

(b) Plan Standards Outside ETJ.

(1) through (17) No Change.

(18) If water and/or wastewater services are to be provided by a municipality, corporation, or district, such entity must indicate that sufficient water and/or wastewater system capacity is available for the development. Outside the ETJ, for any single-family residential subdivision of a tract that exceeded 20 acres on the date of the order adopting this requirement and for all commercial subdivisions, the owner and the chief executive officer of the entity or its utility department shall submit a signed utility service and phasing letter of intent certifying (i) either that the utility's existing facilities provide sufficient water and/or wastewater capacity for all lots in the subdivision or that the utility will construct or accept any necessary new facilities necessary to provide such service, (ii) that estimates the capacity and cost of any new facilities and the timing and means of financing their construction, (iii) that expresses the intent of the owner and the utility to enter into a contract for service and for construction of any new facilities as development progresses either by the owner or by the utility, and (iv) that sets out any special terms or conditions that will be required by either party to the contract. In this subsection, areas in which Travis County has been granted exclusive jurisdiction pursuant to Chapter 242 of the Texas Local Government Code are considered outside the ETJ.

(19) No Change.

(20) [Outside the ETJ, if groundwater will be relied on to provide the water supply for the subdivision, the owner shall meet the requirements of 30 Texas Administrative Code Chapter 230] In this subsection, areas in which Travis County has been granted exclusive jurisdiction pursuant to Chapter 242 of the

Texas Local Government Code are considered outside the ETJ. In any unincorporated area of the county that is outside the ETJ of any municipality, the following requirements are applicable when a proposed subdivision plans to utilize groundwater under the land as a source of water supply.

- (A) Along with all other information required by this chapter, a plat applicant must provide a certification that adequate groundwater is available.
- (B) The plat applicant must meet or exceed the requirements of Chapter 230 of Title 30 of the Texas Administrative Code.
- (C) The plat applicant and either a Texas-registered Professional Engineer or Texas-registered Professional Geoscientist must use Chapter 230 of Title 30 of the Texas Administrative Code and the forms provided in Appendix 1 to certify that adequate groundwater is available under the land of the subdivision subject to platting under Texas Local Government Code §212.004 and §232.001.
- (D) The plat applicant shall provide copies of the information, estimates, data, calculations, determinations, statements, and certifications required by 30 TAC §§230.8 – 230.11.
- (E) A preliminary plan will not be approved unless the application adequately and completely fulfills the requirements of 30 TAC §§230.1 – 230.11.
- (F) If the preliminary plan will be for an area within a Priority Groundwater Management Area where a Groundwater Conservation District has not been established and confirmed, the water availability demonstration may include utilization of multiple water sources, including a portion or all of the demand being achieved by rainwater harvesting. In addition to the requirements of (A) – (D), a plat applicant proposing to serve a subdivision development through rainwater harvesting shall include the following information:
 - (i) Estimates of the water availability from rainwater harvesting shall be based upon “The Texas Manual of Rainwater Harvesting”, published by the Texas Water Development Board, or other industry standard source acceptable to the Executive Manager.
 - (ii) Water demand estimates for demonstrations involving rainwater harvesting, including demonstrations utilizing multiple water sources, may not be lower than the largest

value of either the maximum water usage rates for water conserving households identified by the American Water Works Association, "Residential End Uses of Water", a total of 45 gallons per person per day, or a total of 150 gallons per dwelling unit per day.

- (iii) A standardized design for a rainwater harvesting system shall be prepared by a Texas licensed professional engineer, using design parameters applicable to the location of the proposed subdivision. This standardized design shall be based on a prototype representative of actual conditions anticipated to be present in the proposed subdivision, including typical structure sizes and materials of construction. The standardized design shall include schematic plans, drawings, and descriptions for the various component parts of the prototype system, and shall include any minimum requirements (for example, minimum tank storage sizes) and appropriate adjustment factors to be used for each component to account for the range of differing sizes and configurations of the structures anticipated to be present in the proposed subdivision.
- (iv) The information submitted shall include a standardized operations and maintenance plan for the rainwater harvesting system, prepared by a Texas licensed professional engineer. This operations and maintenance plan shall be based on the prototypical design and shall describe in detail the operating and maintenance requirements of each component of the prototypical rainwater harvesting system.
- (v) The information submitted shall clearly identify any water conservation measures and use limitations used in estimating the water demand and shall include the provisions to be utilized to ensure that each end user of the rainwater harvesting systems is aware of the need to follow these restrictions.
- (vi) Where rainwater harvesting constitutes the sole source of water supply for the subdivision, the applicant shall incorporate sufficient restrictions (including deed restrictions and plat notes) into the development documents to ensure that subsequent owners or users of any property do not install or utilize groundwater wells, until an updated water availability demonstration is approved by the

Executive Manager documenting sufficient groundwater is available.

SECTION 82.204. FINAL PLAT.

(a) No Change.

(b) Electronic Media Submittal

The County is continually developing County wide Geographic Information System maps. Subdivision Plats will be included in these maps, if provided to the County in electronic media. NOTE: As technology evolves, the suggested technology may become out of date. Therefore, the Subdivider may request and TNR may allow the submission of other electronic media formats without the revision of these Standards. Outside the ETJ, applications for all commercial subdivisions and for any single-family residential subdivision greater than 20 acres shall include a digital drawing file of the final plat in electronic media in one of the formats specified in this section. ~~[All developers are]~~ An applicant is encouraged to provide a digital drawing file of the subdivision plat in electronic media. The digital drawing file shall be provided via e-mail in a compressed format or on [a 3.5 diskette or] a compact disk. Files which are provided on [diskette or] compact disk may be in a compressed file format provided they are self-extracting. The digital drawing file shall be projected to fit within the parameters of the Texas State Plane Coordinate System, Central Zone, NAD 83, in survey feet. See Paragraph (c)(24) of this section for additional requirements. In this subsection, areas in which Travis County has been granted exclusive jurisdiction pursuant to Chapter 242 of the Texas Local Government Code are considered outside the ETJ.

(1) through (2) No Change.

(c) Final Plat Requirements Outside a Municipality's ETJ.

(1) through (24) No Change.

(25) Other Approvals.

(A) No Change.

(B) Outside the ETJ, for any single-family residential subdivision of a tract exceeding 20 acres and for all commercial subdivisions, the owner must submit copies of any of the following permits that are required for the development of the tract, or if a permit is not required, documentation of that fact from the appropriate agency or, if documentation from the agency is unavailable, *bona fide* documentation of that fact from a qualified professional. In this subsection, areas in which Travis County has been

granted exclusive jurisdiction pursuant to Chapter 242 of the Texas Local Government Code are considered outside the ETJ.

- (vii) If the development is subject to the LCRA [Lake Travis Nonpoint-Source Pollution Control] Highland Lakes Watershed Ordinance or the TCEQ Edwards Aquifer rules at 30 Texas Administrative Code Chapter 213, or if the owner applies for an individual TPDES permit, any additional material that the owner submits to LCRA or TCEQ to obtain the permit, as well as the permit once it is issued.

(viii) through (iv) No Change.

(C) The applicant for a final plat shall comply with the requirements of §82.203(b)(20)(A) – (E) when a proposed subdivision proposes to utilize groundwater under the land as a source of water supply.

(D) When the applicant proposes a water supply for a subdivision that will include private groundwater wells on individual lots, the following statement shall appear on the final plat for the approved subdivision: *The water supply for this subdivision will be served by individually-owned groundwater wells. Information on the available supply of groundwater and its quality is available to prospective purchasers of lots in this subdivision is available in the office of the County Clerk of Travis County, Texas.*

(E) When the applicant proposes a water supply for a subdivision that will include production of groundwater from one or more wells that serve all the individual lots, the following statement shall appear on the final plat for the approved subdivision: *The water supply for this subdivision will be served by groundwater supply well(s) and distributed to each landowner's lot. Information on the available supply of groundwater and its quality is available to prospective purchasers of lots in this subdivision is available in the office of the County Clerk of Travis County, Texas.*

SECTION 82.209. STORM WATER QUALITY, RIPARIAN CORRIDORS, AND ENVIRONMENT.

(a) Geographic Scope.

In addition to the other requirements of this chapter, this section applies outside the ETJ of any municipality to any single-family residential development of a tract exceeding 20 acres on the date of the order adopting this section and all Commercial Developments, except for any development in unincorporated Travis County in the HLWO area, as

governed by §82.211. In this Section, areas in which Travis County has been granted exclusive jurisdiction pursuant to Chapter 242 of the Texas Local Government Code are considered outside the ETJ.

(b)Water Quality Measures for Construction Activities.

- (1) Temporary and permanent best management practices shall be employed to prevent polluted stormwater runoff from all construction and development activities from entering surface waterways or groundwater during the construction process until [vegetation is permanently established on the site] final site stabilization is complete.
- (2) If the owner or Construction Site Operator is issued [an LCRA Nonpoint Source permit,] a TCEQ Edwards Aquifer permit, or individual TPDES stormwater permit, and if the owner's or Construction Site Operator's SWP3 and Notice of Intent comply with [TPDES requirements] the applicable TCEQ general permit requirements, no additional best management practices shall be required to comply with Paragraph (1), except as provided in Paragraph (3).
- (3) Construction best management practices may be required in addition to those in the owner's or Construction Site Operator's SWP3 [or LCRA] or TCEQ permit if:
 - (A) more than five acres will be disturbed at any one time;
 - (B) the development will take place on [slopes] any slope greater than ten percent; [or]
 - (C) the development includes a road crossing of a waterway, including an intermittent or perennial stream; or
 - (D) after construction or development activities commence, the measures in the SWP3 [or LCRA] or TCEQ permit are determined by the Executive Manager to be inadequate to ensure that pollution of surface and ground water is prevented to the Maximum Extent Practicable.
- (4) Additional best management practices under Paragraph (3) include [a preconstruction site meeting, construction disturbance phasing or sequencing, re-vegetation, mulching, matting, additional locations and quantities of controls, accelerated maintenance, or other measures specified in the applicable technical manual under Subsection (j). Before requiring additional measures, Travis County will coordinate with LCRA and/or TCEQ.] :
 - (A) a pre-construction site meeting;

(B) construction disturbance phasing or sequencing to limit soil erosion, including final stabilization accomplished with each phase;

(C) stabilization measures including re-vegetation, mulching, soil retention blanket, or similar best management practices;

(D) temporary structural or non-structural best management practices at additional locations or in additional quantities;

(E) accelerated maintenance; and

(F) other best management practices, if appropriate, specified in the LCRA Technical Manual.

(c) Buffer Zones.

(1) Buffer Zones for Environmentally Valuable Features.

(A) In this subsection, the following terms have the following meanings.

(i) “Bluff” means a bluff that is adjacent to a waterway that that has a vertical change in elevation of more than 40 feet and an average gradient greater than 400 percent (greater than four (4) feet vertical for each one (1) foot horizontal).

(ii) No Change

(iii) No Change.

(iv) No Change.

(v) “Wetland” means [a transitional land between terrestrial and aquatic systems where the water table is usually at or near the surface or the land is covered by shallow water, and conforms to the Army Corps of Engineers’ definition] those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.

(B) No Change.

(C) No Change.

(D) A buffer zone is established around each environmentally valuable feature.

- (i) ~~[Except for point source recharge features, bluffs, and canyon rimrocks]~~ For a cave, sinkhole, spring, and wetland, the width of the buffer zone is 150 feet from the edge of the environmentally valuable feature.
 - (ii) For a point recharge feature, the buffer zone coincides with the topographically defined catchment basin, except that the width of the buffer zone from the edge of the environmentally valuable feature is not less than 150 feet and not more than 300 feet.
 - (iii) For a bluff or canyon rimrock feature, the buffer zone is 50 feet. ~~[except as provided in clause (iv)]~~
 - (iv) ~~The buffer zones for bluffs and rimrocks shall not apply adjacent to the Pedernales River if~~
 - (1) ~~all lots fronting the Pedernales River have a minimum frontage of 200 feet and a minimum size of 1 acre and best management practices are employed to achieve a level of water quality and environmental protection equivalent to the 50 foot buffer zone; or~~
 - (2) ~~the Executive Manager grants an exception allowing a buffer zone of no less than 25 feet based on a demonstration that a level of water quality and environmental protection equivalent to the 50 foot buffer zone will be achieved through enhancement of natural vegetative cover within the buffer, low impact site design, or other measures.]~~
- (E) through (F) No Change.
- (3) No Change.
- (d) No Change.
- (e) No Change.
- (f) Post-Construction Water Quality Controls for Western Watersheds.
- (1) For development in areas with slopes up to 10 percent, 70 percent of the additional pollutant load in the stormwater runoff for total suspended solids, total ~~[phosphorous]~~ phosphorus, and oil and grease shall be removed. For such development within 500 feet of the 691 foot mean sea level contour line, 75 percent of the ~~[annual]~~ additional pollutant load in the stormwater runoff for total suspended solids, total phosphorus, and oil and grease shall be removed.
 - (2) For development on slopes greater than 10 percent but less than 20 percent, 80 percent of the additional pollutant load in the stormwater runoff for total

suspended solids and 75 percent of the [annual] additional pollutant load in the stormwater runoff for total [phosphorous] phosphorus and oil and grease shall be removed. For such development within 500 feet of the 691 foot mean sea level contour line, 90 percent of the [annual] additional pollutant load in the stormwater runoff for total suspended solids and 85 percent of the [annual] additional pollutant load in the stormwater runoff for total [phosphorous] phosphorus and oil and grease shall be removed.

- (3) For development on slopes greater than 20 percent, 90 percent of the additional pollutant load in the stormwater runoff for total suspended solids and 85 percent of the [annual] additional pollutant load in the stormwater runoff for total [phosphorous] phosphorus and oil and grease shall be removed.

(4) through (5) No Change.

(g) No Change.

(h) Maintenance

The owner or construction site operator shall be responsible for maintaining and shall maintain all permanent water quality controls in a proper manner and consistent with county and other applicable standards, including BMP maintenance permits or agreements required by LCRA or previously approved by LCRA. The owner or construction site operator shall remain responsible for maintenance until either the maintenance obligation is either assumed in writing by another entity having ownership or control of the property, including an owners' association, a district, or a municipality, or ownership of the property is transferred to another entity. A copy of the assumption or transfer of responsibility shall be filed with the Executive Manager within 30 days of the transfer.

(i) Site Assessment and Stormwater Management Plan

- (1) An owner subject to the requirements of this section shall submit with an application for a preliminary plan a site assessment that identifies all environmentally valuable features, waterways and their classifications, buffer zones, contours, and all other information necessary to determine compliance with this section.
- (2) An owner subject to the requirements of this section must submit with an application for a preliminary plan a stormwater management plan that demonstrates permanent water quality [controls] structural and non-structural BMPs will comply with this section and shows their locations. The stormwater management plan may be included as part of a drainage plan under 82.207 or as a part of the material submitted under Subsection (b). The

stormwater management plan must summarize the SWP3 and temporary structural and non-structural BMPs to be used.

(j) Technical Criteria

For purposes of complying with this section the following technical criteria manual shall apply, provided that any changes to the manuals subsequent to the effective date of this subsection shall not take effect until approved by the Commissioners Court.

- (1) Technical criteria for best management practices and water quality controls in eastern watersheds, environmentally valuable features, waterways, and buffer zones are those contained in the City of Austin Environmental Criteria Manual (effective December 15, 2009). The Executive Manager reserves the right to require alternate technical criteria, on a case-by-case basis in consideration of site-specific conditions. Impervious cover for purposes of Section 82.209(g) shall be calculated as it is calculated in the City of Austin's ETJ under Chapter 30, the Joint City of Austin - Travis County Code.
- (2) Technical criteria for best management practices and water quality controls in western watersheds are those in the LCRA HLWO Water Quality Management Technical Manual (effective July 1, 2007), provided that to the extent of any conflict, in watersheds contributing to the Edwards Aquifer the owner may use any equivalent or **[better]** more stringent technical criteria in TCEQ's Complying with the Edwards Aquifer Rules: Technical Guidance and Best Management Practices (RG-348).

(k) No Change.

[SECTION 82.210. CONSERVATION DEVELOPMENT]

- (a) **The Commissioners Court shall grant a waiver of substantive requirements of Section 82.209 for a Development if the owner adequately demonstrates and the Commissioners Court in its sole discretion determines that the development will achieve greater overall to the health, safety, morals, and general welfare of the public and a higher level of safe, orderly, and healthful development than would be achieved under Section 82.209]**
- (b) **The following requirements must be met to obtain a waiver under this section. The owner must:**
 - (1) **hold a pre-application conference and site inspection of the original tract with county staff]**

- (2) perform and submit a comprehensive environmental assessment and ranking of all environmentally and culturally valuable features within and adjacent to the original tract
- (3) submit plans and meet engineering, fiscal security, and inspection requirements for water quality measures for construction activities, post-construction water quality controls and their maintenance
- (4) set aside 50% of the original tract located so as to conserve the highest ranking conservation areas and to maximize connectivity to high ranking environmentally and culturally valuable features on adjacent tracts; provided, however, the owner need not provide for any public access to conservation areas
- (5) provide for a layout that maximizes clustering of development and minimizes the scope and impacts of infrastructure while adequately providing for health and safety
- (6) submit a plan for perpetual management and maintenance of conservation areas, including identification of an entity obligated to perform management and maintenance and the means of financing it; and
- (7) provide for low impact design, including minimization of light pollution; use of native vegetation; a program of fertilizer, pesticide, and herbicide use; rain water harvesting or other water conservation measures; stormwater quality management; protection of riparian corridors, habitat, groundwater recharge, and other environmentally valuable features.

SECTION 82.211. LAKE TRAVIS WATERSHED WATER QUALITY PROTECTION.

- (a) Purpose. The Commissioners Court adopts these requirements in recognition of the adoption by the LCRA of the HLWO (effective February 1, 2006). Adoption of these requirements provides an applicant for a development permit with a consistent set of development standards. Travis County and the LCRA will facilitate adoption of an Interlocal Cooperation Agreement including these requirements, that will improve the consistency and coordination of the processes used by Travis County and the LCRA in the area now within LCRA jurisdiction under the HLWO
- (b) Definitions. In this section, the following terms have the following meanings.

Best Management Practice or BMP means those practices, including but not limited to those described in LCRA's Technical Manual that effectively manage stormwater runoff quality and volume.

Commercial Development means all development other than open space, a single-family residence, or a single-family subdivision development.

Master Plan means a conceptual plan of a multi-phased development showing the order of phased development, environmental features (such as creeks, tributaries, slopes, etc.), roads, and proposed location of water quality protection measures for the development.

Single Family Subdivision Development means a development subdivision consisting of two or more Single Family Residences.

Single Family Residence means one- and two-family dwelling units designated for occupancy by one or more families as a residence.

(c) Geographic Scope and Applicability.

- (1) In addition to other requirements of this chapter, this section applies within unincorporated areas of Travis County within the HLWO area, except as specified in paragraph (2).
- (2) The requirements of this section are not applicable to a Single-Family Subdivision Development within the extraterritorial jurisdiction of any municipality that has an executed agreement with Travis County that provides for a single office review and where a joint city/county code of subdivision regulations exists pursuant to §242.001(d)(4) of the Texas Local Government Code.
- (3) In addition to the other requirements of this chapter, this section applies to the following proposals:
 - (A) A development application for a Single-Family Residence that proposes 10,000 square feet or greater of impervious cover or where one (1) acre or more of land would be disturbed;
 - (B) A Single-Family Subdivision Development or Commercial Development that proposes 10,000 square feet or greater of impervious cover or where one (1) acre or more of land would be disturbed; and
 - (C) A Re-development application that proposes a cumulative increase of impervious cover of 10,000 square feet or greater or where one (1) acre or more of land will be disturbed.
- (4) A Travis County development permit issued pursuant to Chapter 64 of the Travis County Code is required for a Commercial Development or Single-Family Residence that will disturb less than one (1) acre of land. In addition to other requirements of this chapter, the application must describe how erosion and sedimentation will be

controlled throughout the development process and how the site complies with the downstream buffer guidelines, in accordance with the LCRA Technical Manual.

(d) Development Application Procedures.

- (1) In addition to other requirements of this chapter, an applicant for a development permit subject to this section is also subject to the requirements of paragraphs (2) – (4) of this subsection.
- (2) Any development application, amendment application, and required supporting information shall be submitted to the Lower Colorado River Authority at the same time as it is provided to the Executive Manager.
- (3) Whenever additional information is provided to the Executive Manager as a part of the administrative or technical review process for a development application, it also shall be submitted to the Lower Colorado River Authority at the same time.
- (4) A modification to an approved master plan or development permit issued pursuant to Chapter 64 of the Travis County Code shall require an amendment. An application for amendment shall be made and will be processed in accordance with the procedures of this subsection and any additional requirements of this chapter and Chapter 64. The application for amendment shall clearly identify the items being sought to be amended and the reasons therefor. No permit amendment is required for minor field adjustments of temporary erosion and sedimentation controls. A modification to an approved master plan shall be required if there is a material change in land use or an increase in density or impervious cover. Modifications to an approved master plan shall be processed in accordance with the performance standards in effect on the date of the application for the area of phase covered by such modification.

(e) Pre-Development Planning.

A pre-development/concept plan meeting shall occur for all Single Family Subdivision Development greater than 20 acres in area and all Commercial Developments greater than three acres in area. The meeting will focus on the proposed land plan, slopes, buffers, environmentally valuable features, and water quality management practices for construction activities and post-construction storm water management, and may include a site investigation. The opportunity to participate in the meeting shall be afforded to the Executive Manager and to the LCRA. The meeting is a prerequisite to the submission of a development permit application. Additional guidance on the meeting and procedures are found in the LCRA Technical Manual..

(f) Buffer Zones.

(1) Buffer Zones for Environmentally Valuable Features. A development project subject to this section must comply with Section 82.209(c)(1).

(2) The buffer zones for bluffs and rimrocks shall not apply adjacent to the Pedernales River if:

(A) all lots fronting the Pedernales River have a minimum frontage of 200 feet and a minimum size of 1 acre and best management practices are employed to achieve a level of water quality and environmental protection equivalent to the 50 foot buffer zone; or

(B) the Executive Manager grants an exception allowing a buffer zone of no less than 25 feet based on a demonstration that a level of water quality and environmental protection equivalent to the 50 foot buffer zone will be achieved through enhancement of natural vegetative cover within the buffer, low impact site design, or other measures.

(3) Buffer Zones for Waterways. Buffer zones for waterways protect aquatic resources from the short and long term impacts of development activities. Buffer zones shall remain free of construction, development, or other alterations except for utility and roadway crossings. No stormwater treatment facilities, golf courses, on-site wastewater systems or wastewater irrigation shall be located in the buffer zone. Stormwater discharge from the development shall be dispersed into a sheet flow pattern before reaching the buffer zone. Except as described in subparagraph (C), a development application shall comply with either option 1 or option 2, as described in subparagraphs (A) and (B).

(A) Option 1: Buffer Zones.

(i) Creeks or swales draining less than 40 acres but more than five acres, excluding roadside swales, shall have a minimum buffer width of 25 feet from the centerline of the creek or swale.

(ii) Creeks or swales draining less than 128 acres but more than 40 acres shall have a minimum buffer width of 75 feet from the centerline of the creek or swale.

(iii) Creeks draining less than 320 acres but more than 128 acres shall have a minimum buffer width of 100 feet from the centerline of the creek or swale.

(iv) Creeks draining less than 640 acres but more than 320 acres shall have a minimum buffer width of 200 feet from the centerline of the creek or swale.

(v) Creeks draining 640 acres or greater shall have a minimum buffer width of 300 feet from the centerline of the creek or swale.

(B) Option 2: Floodplain Buffer Zone.

(i) For creeks or rivers draining less than 40 square miles but more than five acres, excluding roadside swales, the buffer zone shall extend a minimum of 25 feet from the 100-year floodplain boundary paralleling each side of the creek or swale. The 100-year floodplain shall be based on the fully developed conditions as approved by LCRA.

(ii) For creeks or rivers draining more than 40 square miles, the buffer zone shall be considered equal to the 100-year floodplain as designated by Federal Emergency Management Agency or by an engineered floodplain study approved by LCRA.

(C) Exceptions to the Buffer Zone to Waterways.

(i) Limited utility and roadway crossing may be approved by the Executive Manager. The number of crossings through buffer zones shall be minimized according to the guidance located in the LCRA Technical Manual.

(ii) Along Lake Travis, necessary access and appurtenances to a boat dock, pier, wharf, or marina, may be approved by the Executive Manager. However, this exception is not allowable along the Lake Travis shoreline in the buffer zone of a swale, creek, or river.

(iii) A low impact park development may be approved by the Executive Manager. A low impact park should be limited to trails, picnic facilities, and similar construction that does not significantly alter the existing vegetation or drainage patterns.

(g) Cut and Fill. A development project subject to this section must comply with Section 82.209(d).

(h) Water Quality Measures for Construction Activities.

(1) A development project subject to this section must comply with Section 82.209(b)(1). If the owner's or Construction Site Operator's SWP3 and Notice of Intent comply with the applicable TCEQ general permit requirements and the SWP3 is prepared in accordance with the LCRA Technical Manual, no additional best management practices shall be required, except as provided in Paragraph (2).

(2) A development project subject to this section must also comply with Section 82.209(b)(3) and (4), when applicable due to the site conditions at the location of the proposed project.

- (3) For each SWP3 and Notice of Intent prepared by the owner or Construction Site Operator, a copy shall be provided to the Executive Manager in either paper or portable document format (pdf). These shall be provided in draft form no later than two (2) business days prior to the pre-development/concept plan meeting identified in subsection (e) and provided in final form prior to final approval of the permit. The owner and Construction Site Operator shall be under the continuing obligation to promptly provide a copy of any Notice of Intent, Construction Site Notice, SWP3 revisions, or SWP3 construction inspection reports upon the request of Travis County.
- (i) Post-Construction Water Quality Controls.
- (1) Water Quality Volume. For the protection of water quality and drainage ways from channel erosion and stormwater runoff pollution, each development project subject to these performance standards shall provide water quality volume in approved BMPs found in the LCRA Technical Manual. The minimum required water quality volume is based on the one-year, three-hour storm runoff volume as defined in the LCRA Technical Manual. In addition, development projects can use Low Impact Development methodologies as identified in the LCRA Technical Manual to reduce or avoid stormwater storage volume.
 - (2) Coverage of a development project or site under a Travis County development permit does not exempt the owner from the requirement to obtain a LCRA BMP Maintenance Permit, in accordance with Section 4, Subchapter A, Paragraph (d) of the LCRA HLWO effective March 1, 2007.
 - (3) Maintenance. A development project subject to this section must comply with Section 82.209(h).
 - (4) Alternate Standards. A Single-Family Subdivision Development project subject to this section that meets the criteria in (A) or a Commercial Development project subject to this section that meets the criteria in (B) need not comply with paragraphs (1) – (2), except as specified in paragraph (5).
 - (A) Single-Family Subdivision Development.
 - (i) The gross impervious cover is 15 percent or less and the Cluster Development sections have 20 percent or less gross impervious cover.
 - (ii) A street and drainage network is designed to include the use of open-roadway sections, ribbon curb and maintenance of sheet flow.
 - (iii) Impervious cover credit by use of porous pavement, rainwater harvesting, native landscaping and other

methods is used to gain compliance as defined in the LCRA Technical Manual.

(B) Commercial Development.

- (i) Projects less than three acres in area can achieve compliance with this section through the use of vegetated filter strips and flow spreading methodologies as identified in the LCRA Technical Manual.
 - (ii) Impervious cover credit by use of porous pavement, rainwater harvesting, native landscaping and other methods can be used to gain compliance as defined in the LCRA Technical Manual. For a Single-Family Subdivision Development, the alternate standards of Section 5, Subchapter A, Paragraph (b)(2)(i) of the LCRA HLWO effective March 1, 2007, are adopted by reference.
- (5) The Executive Manager may require that the water quality volume specified in paragraph (1) of this subsection be provided for a portion or portions of a development utilizing the alternate standards of paragraph (4), in consideration of factors including, but not limited to, minimum lot size of the subdivision, location and proximity of impervious cover sections of the development to the 691 foot mean sea level contour line, extent to which the development site is able to preserve or achieve sheet flow, and the intensity of slopes to be developed at a site.
- (j) Technical Criteria. Technical criteria for best management practices and water quality controls are those in the LCRA HLWO Water Quality Management Technical Manual, effective July 1, 2007, and subsequent amendments.
- (k) Construction Plan, Engineering, Fiscal Security, and Inspections.
- (1) Water quality controls are subject to the same requirements as drainage structures under this chapter regarding construction plans, engineering standards, and inspections.
 - (2) Approval of a permit application for commercial and single-family subdivision development is contingent upon the execution of an irrevocable letter of credit acceptable to Travis County in the amount specified in the permit which provides for the construction of temporary erosion and sedimentation controls and site stabilization, in accordance with the permit and any other provision of this chapter. The amount of the irrevocable letter of credit shall not be less than 100 percent of the cost as estimated by the Texas-registered Professional Engineer who seals the permit application.

The irrevocable letter of credit shall be released after the final inspection/concurrence letter from the engineer has been received and after approval of a BMP Maintenance Permit by LCRA.

APPENDIX 1
CERTIFICATION OF GROUNDWATER AVAILABILITY FOR PLATTING FORM

Use of this form: Pursuant to Texas Local Government Code, §212.0101, or a county authority pursuant to §232.0032, Texas Local Government Code, Travis County requires the plat applicant and the Texas licensed professional engineer or Texas licensed professional geoscientist to use this form based upon the requirements of Title 30, TAC, Chapter 230 to certify that adequate groundwater is available under the land to be subdivided (if the source of water for the subdivision is groundwater under the subdivision) for any subdivision subject to platting under Texas Local Government Code, §212.004 and §232.001.

CERTIFICATION OF GROUNDWATER AVAILABILITY FOR PLATTING FORM
Administrative Information (30 TAC §230.4)
1. Name of Proposed Subdivision:
2. Any Previous Name Which Identifies the Tract of Land:
3. Property Owner's Name(s):
Address:
Phone:
Fax:
4. Plat Applicant's Name:
Address:
Phone:
Fax:
5. Licensed Professional Engineer or Geoscientist:
Name:
Address:
Phone:

Fax:		
Certificate Number:		
6. Location and Property Description of Proposed Subdivision:		
7. Tax Assessor Parcel Number(s).		
Book:		
Map:		
Parcel:		
Proposed Subdivision Information (30 TAC §230.5)		
8. Purpose of Proposed Subdivision (single family/multi-family residential, non-residential, commercial):		
9. Size of Proposed Subdivision (acres):		
10. Number of Proposed Lots:		
11. Average Size of Proposed Lots (acres):		
12. Anticipated Method of Water Distribution		
Expansion of Existing Public Water Supply System?	Yes	No
New (Proposed) Public Water Supply System?	Yes	No
Individual Water Wells to Serve Individual Lots?	Yes	No
Combination of Methods?	Yes	No

Description (if needed):		
13. Additional Information (if required by the municipal or county authority): <i>Note: If public water supply system is anticipated, written application for service to existing water providers within a 1/2-mile radius should be attached to this form (30 TAC §230.5(f) of this title).</i>		
Projected Water Demand Estimate (30 TAC §230.6)		
14. Residential Water Demand Estimate at Full Build Out (includes both single family and multi-family residential).		
Number of Proposed Housing Units (single and multi-family):		
Average Number of Persons per Housing Unit:		
Gallons of Water Required per Person per Day:		
Water Demand per Housing Unit per Year (acre feet/year):		
Total Expected Residential Water Demand per Year (acre feet/year):		
15. Non-residential Water Demand Estimate at Full Build Out.		
Type(s) of Non-residential Water Uses:		
Water Demand per Type per Year (acre feet/year):		
16. Total Water Demand Estimate at Full Build Out (acre feet/year):		
17. Sources of Information Used for Demand Estimates:		
General Groundwater Resource Information (30 TAC §230.7)		
18. Identify and describe, using Texas Water Development Board names, the aquifer(s) which underlies the proposed subdivision: <i>Note: Users may refer to the most recent State Water Plan to obtain general information pertaining to the state's aquifers. The State Water Plan is available on the Texas Water Development Board's Internet website at: www.twdb.state.tx.us</i>		
Obtaining Site-Specific Groundwater Data (30 TAC §230.8)		
19. Have all known existing, abandoned, and inoperative wells within the proposed subdivision been located, identified, and shown on the plat as required under §230.8(b) of this title?	Yes	No
20. Were the geologic and groundwater resource factors identified under §230.7(b) of this title considered in planning and designing the aquifer	Yes	No

test required under §230.8(c) of this title?		
21. Have test and observation wells been located, drilled, logged, completed, developed, and shown on the plat as required by §230.8(c)(1) - (4) of this title?	Yes	No
22. Have all reasonable precautions been taken to ensure that contaminants do not reach the subsurface environment and that undesirable groundwater has been confined to the zone(s) of origin (§230.8(c)(5) of this title)?	Yes	No
23. Has an aquifer test been conducted which meets the requirements of §230.8(c)(1) and (6) of this title?	Yes	No
24. Were existing wells or previous aquifer test data used?	Yes	No
25. If yes, did they meet the requirements of §230.8(c)(7) of this title?	Yes	No
26. Were additional observation wells or aquifer testing utilized?	Yes	No
<p><i>Note: If expansion of an existing public water supply system or a new public water supply system is the anticipated method of water distribution for the proposed subdivision, site-specific groundwater data shall be developed under the requirements of 30 TAC, Chapter 290, Subchapter D of this title (relating to Rules and Regulations for Public Water Systems) and the applicable information and correspondence developed in meeting those requirements shall be attached to this form pursuant to §230.8(a) of this title.</i></p>		
Determination of Groundwater Quality (30 TAC §230.9)		
27. Have water quality samples been collected as required by §230.9 of this title?	Yes	No
28. Has a water quality analysis been performed which meets the requirements of §230.9 of this title?	Yes	No
Determination of Groundwater Availability (30 TAC §230.10)		
29. Have the aquifer parameters required by §230.10(c) of this title been determined?	Yes	No
30. If so, provide the aquifer parameters as determined.		
Rate of yield and drawdown:		
Specific capacity:		
Efficiency of the pumped well:		
Transmissivity:		
Coefficient of storage:		
Hydraulic conductivity:		
Were any recharge or barrier boundaries detected?	Yes	No
If yes, please describe:		
Thickness of aquifer(s):		
31. Have time-drawdown determinations been calculated as required under	Yes	No

§230.10(d)(1) of this title?		
32. Have distance-drawdown determinations been calculated as required under §230.10(d)(2) of this title?	Yes	No
33. Have well interference determinations been made as required under §230.10(d)(3) of this title?	Yes	No
34. Has the anticipated method of water delivery, the annual groundwater demand estimates at full build out, and geologic and groundwater information been taken into account in making these determinations?	Yes	No
35. Has the water quality analysis required under §230.9 of this title been compared to primary and secondary public drinking water standards as required under §230.10(e) of this title?	Yes	No
Does the concentration of any analyzed constituent exceed the standards?	Yes	No
If yes, please list the constituent(s) and concentration measure(s) which exceed standards:		
Groundwater Availability and Usability Statements (30 TAC §230.11(a) and (b))		
36. Drawdown of the aquifer at the pumped well(s) is estimated to be _____ feet over a 10-year period and _____ feet over a 30-year period.		
37. Drawdown of the aquifer at the property boundary is estimated to be _____ feet over a 10-year period and _____ feet over a 30-year period.		
38. The distance from the pumped well(s) to the outer edges of the cone(s)-of-depression is estimated to be _____ feet over a 10-year period and _____ feet over a 30-year period.		
39. The recommended minimum spacing limit between wells is _____ feet with a recommended well yield of _____ gallons per minute per well.		
40. Available groundwater is / is not (circle one) of sufficient quality to meet the intended use of the platted subdivision.		
41. The groundwater availability determination does not consider the following conditions (identify any assumptions or uncertainties that are inherent in the groundwater availability determination):		
Certification of Groundwater Availability (30 TAC §230.11(c))		
Must be signed by a Texas Licensed Professional Engineer or a Texas Licensed Professional Geoscientist.		
42. I, _____, Texas Licensed Professional Engineer or Texas Licensed Professional Geoscientist (circle which applies), certificate number _____, based on best professional judgment, current groundwater conditions, and the information developed and presented in this form, certify that adequate groundwater is available from the underlying aquifer(s) to supply the anticipated use of the proposed subdivision.		
Date:	(affix seal)	

ATTACHMENT 2

**PROPOSAL FOR ADOPTION:
REVISIONS TO TRAVIS COUNTY CODE,
CHAPTERS 64 and 82
(March 16, 2010 version)**

Table of Contents

SECTION 64.061. REGULATORY PROCESS FOR PERMITS; EXPIRATION OF PERMITS.

Subsection (a) amended.

SECTION 82.002. DEFINITIONS.

Nine new definitions added.

SECTION 82.203. PRELIMINARY PLAN.

- (a) Submissions. *Paragraph (4) amended.*
- (b) Plan Standards Outside ETJ. *Paragraphs (18) and (20) amended. New Appendix 1 to Chapter 82 added.*

SECTION 82.204. FINAL PLAT.

- (b) Electronic Media Submittal. *Subsection (b) amended.*
- (c) Final Plat Requirements Outside a Municipality's ETJ. *Paragraphs (25)(B) and (C) amended.*

SECTION 82.209. STORM WATER QUALITY, RIPARIAN CORRIDORS, AND ENVIRONMENT.

- (a) Geographic Scope. *Subsection (a) amended.*
- (b) Water Quality Measures for Construction Activities. *Paragraphs (1) – (4) amended.*
- (c) Buffer Zones. *Paragraph (1) amended.*
- (d) Cut and Fill. *No Changes.*
- (e) Post-Construction Water Quality Controls. *No Changes.*
- (f) Post-Construction Water Quality Controls for Western Watersheds. *Paragraphs (1) – (3) amended.*
- (g) Post-Construction Water Quality Controls for Eastern Watersheds. *No Changes.*
- (h) Maintenance. *Subsection (h) amended.*
- (i) Site Assessment and Stormwater Management Plan. *Paragraphs (1) and (2) amended.*
- (j) Technical Criteria. *Paragraphs (1) and (2) amended.*

- (k) Construction Plan, Engineering, Fiscal Security, and Inspections. *No Changes.*

SECTION 82.211. LAKE TRAVIS WATERSHED WATER QUALITY PROTECTION. *New Section adopted with the following subsections:*

- (a) Purpose.
- (b) Definitions.
- (c) Geographic Scope and Applicability.
- (d) Development Application Procedures.
- (e) Pre-Development Planning.
- (f) Buffer Zones.
- (g) Cut and Fill.
- (h) Water Quality Measures for Construction Activities.
- (i) Post-Construction Water Quality Controls.
- (j) Technical Criteria.
- (k) Construction Plan, Engineering, Fiscal Security, and Inspections.

SECTION 64.061. REGULATORY PROCESS FOR PERMITS; EXPIRATION OF PERMITS.

- (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.), 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 development 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) – (d) No Change.

SECTION 82.002. DEFINITIONS.

The following definitions are added to Section 82.002 in the appropriate alphabetical order:

Cluster Development means a confined area of housing or commercial development that is separated from other development areas by undeveloped land.

Construction Site Operator means the person or persons associated with a large or small construction activity (as those terms are defined by the Texas Commission on Environmental Quality) that either has (1) operational control over the construction plans and specifications, including the ability to make modifications to those plans and specifications; or (2) day-to-day operational control of these activities at the construction site that are necessary to ensure compliance with a SWP3 for the site or other permit conditions.

Executive Manager means the executive manager of the Transportation and Natural Resources Department of Travis County or a person designated by the executive manager.

Groundwater Conservation District or GCD means any district or authority created under Section 52, Article III, or Section 59, Article XVI, Texas Constitution, that has the authority to regulate the spacing of water wells, the production from water wells, or both.

Highland Lakes Watershed Ordinance or HLWO means the ordinance promulgated by the LCRA under the authority of the LCRA Enabling Act, specifically Texas Water Code §222.004 (a), (d), (e), (q) and other applicable law, that requires the management of stormwater runoff from development.

Highland Lakes Watershed Ordinance area means the Lake Travis watershed in Travis County.

Maximum Extent Practicable means the technology-based discharge standard for municipal separate storm sewer systems to reduce pollutants in storm water discharges that was established by the federal Clean Water Act §402(p).

Notice of Intent or NOI means a written submission to the executive director of the Texas Commission on Environmental Quality from an applicant requesting coverage under a general permit and confirming that a SWP3 has been developed and will be implemented prior to construction.

Priority Groundwater Management Area or PGMA means an area designated and delineated by the Texas Commission on Environmental Quality as an area that is experiencing or is expected to experience critical groundwater problems.

Re-development means any rebuilding, renovation, re-plat of property, revisions, remodel, reconstruction of an existing development or redesign of an existing development occurring after February 1, 1990, and which does not cumulatively increase impervious cover by 10,000 square feet or more.

Stormwater Pollution Prevention Plan or SWP3 means the plan required by the construction general permit issued by the Texas Commission on Environmental Quality (TCEQ) to identify and address potential sources of pollutants that are reasonably expected to affect the quality of discharges from a construction activity, and that describes the implementation of practices that will be used to minimize to the extent practicable the discharge of pollutants in storm water during the construction activities required during land development.

SECTION 82.203. PRELIMINARY PLAN.

(a) Submission.

(1) through (3) No Change.

(4) Outside the ETJ, for any single-family residential subdivision of a tract that exceeded 20 acres on the date of the order adopting this requirement and for all

commercial subdivisions, the application shall include a digital drawing file of the preliminary plan in electronic media meeting the requirements of Section 82.204(b)(1). In this subsection, areas in which Travis County has been granted exclusive jurisdiction pursuant to Chapter 242 of the Texas Local Government Code are considered outside the ETJ.

(b) Plan Standards Outside ETJ.

(1) through (17) No Change.

(18) If water and/or wastewater services are to be provided by a municipality, corporation, or district, such entity must indicate that sufficient water and/or wastewater system capacity is available for the development. Outside the ETJ, for any single-family residential subdivision of a tract that exceeded 20 acres on the date of the order adopting this requirement and for all commercial subdivisions, the owner and the chief executive officer of the entity or its utility department shall submit a signed utility service and phasing letter of intent certifying (i) either that the utility's existing facilities provide sufficient water and/or wastewater capacity for all lots in the subdivision or that the utility will construct or accept any necessary new facilities necessary to provide such service, (ii) that estimates the capacity and cost of any new facilities and the timing and means of financing their construction, (iii) that expresses the intent of the owner and the utility to enter into a contract for service and for construction of any new facilities as development progresses either by the owner or by the utility, and (iv) that sets out any special terms or conditions that will be required by either party to the contract. In this subsection, areas in which Travis County has been granted exclusive jurisdiction pursuant to Chapter 242 of the Texas Local Government Code are considered outside the ETJ.

(19) No Change.

(20) In this subsection, areas in which Travis County has been granted exclusive jurisdiction pursuant to Chapter 242 of the Texas Local Government Code are considered outside the ETJ. In any unincorporated area of the county that is outside the ETJ of any municipality, the following requirements are applicable when a proposed subdivision plans to utilize groundwater under the land as a source of water supply.

- (A) Along with all other information required by this chapter, a plat applicant must provide a certification that adequate groundwater is available.
- (B) The plat applicant must meet or exceed the requirements of Chapter 230 of Title 30 of the Texas Administrative Code.

- (C) The plat applicant and either a Texas-registered Professional Engineer or Texas-registered Professional Geoscientist must use Chapter 230 of Title 30 of the Texas Administrative Code and the forms provided in Appendix 1 to certify that adequate groundwater is available under the land of the subdivision subject to platting under Texas Local Government Code §212.004 and §232.001.
- (D) The plat applicant shall provide copies of the information, estimates, data, calculations, determinations, statements, and certifications required by 30 TAC §§230.8 – 230.11.
- (E) A preliminary plan will not be approved unless the application adequately and completely fulfills the requirements of 30 TAC §§230.1 – 230.11.
- (F) If the preliminary plan will be for an area within a Priority Groundwater Management Area where a Groundwater Conservation District has not been established and confirmed, the water availability demonstration may include utilization of multiple water sources, including a portion or all of the demand being achieved by rainwater harvesting. In addition to the requirements of (A) – (D), a plat applicant proposing to serve a subdivision development through rainwater harvesting shall include the following information:
 - (i) Estimates of the water availability from rainwater harvesting shall be based upon “The Texas Manual of Rainwater Harvesting”, published by the Texas Water Development Board, or other industry standard source acceptable to the Executive Manager.
 - (ii) Water demand estimates for demonstrations involving rainwater harvesting, including demonstrations utilizing multiple water sources, may not be lower than the largest value of either the maximum water usage rates for water conserving households identified by the American Water Works Association, “Residential End Uses of Water”, a total of 45 gallons per person per day, or a total of 150 gallons per dwelling unit per day.
 - (iii) A standardized design for a rainwater harvesting system shall be prepared by a Texas licensed professional engineer, using design parameters applicable to the location of the proposed subdivision. This standardized design shall be based on a prototype representative of actual conditions

anticipated to be present in the proposed subdivision, including typical structure sizes and materials of construction. The standardized design shall include schematic plans, drawings, and descriptions for the various component parts of the prototype system, and shall include any minimum requirements (for example, minimum tank storage sizes) and appropriate adjustment factors to be used for each component to account for the range of differing sizes and configurations of the structures anticipated to be present in the proposed subdivision.

- (iv) The information submitted shall include a standardized operations and maintenance plan for the rainwater harvesting system, prepared by a Texas licensed professional engineer. This operations and maintenance plan shall be based on the prototypical design and shall describe in detail the operating and maintenance requirements of each component of the prototypical rainwater harvesting system.
- (v) The information submitted shall clearly identify any water conservation measures and use limitations used in estimating the water demand and shall include the provisions to be utilized to ensure that each end user of the rainwater harvesting systems is aware of the need to follow these restrictions.
- (vi) Where rainwater harvesting constitutes the sole source of water supply for the subdivision, the applicant shall incorporate sufficient restrictions (including deed restrictions and plat notes) into the development documents to ensure that subsequent owners or users of any property do not install or utilize groundwater wells, until an updated water availability demonstration is approved by the Executive Manager documenting sufficient groundwater is available

SECTION 82.204. FINAL PLAT.

- (a) No Change.
- (b) Electronic Media Submittal

The County is continually developing County wide Geographic Information System maps. Subdivision Plats will be included in these maps, if provided to the County in

electronic media. NOTE: As technology evolves, the suggested technology may become out of date. Therefore, the Subdivider may request and TNR may allow the submission of other electronic media formats without the revision of these Standards. Outside the ETJ, applications for all commercial subdivisions and for any single-family residential subdivision greater than 20 acres shall include a digital drawing file of the final plat in electronic media in one of the formats specified in this section. An applicant is encouraged to provide a digital drawing file of the subdivision plat in electronic media. The digital drawing file shall be provided via e-mail in a compressed format or on a compact disk. Files which are provided on compact disk may be in a compressed file format provided they are self-extracting. The digital drawing file shall be projected to fit within the parameters of the Texas State Plane Coordinate System, Central Zone, NAD 83, in survey feet. See Paragraph (c)(24) of this section for additional requirements. In this subsection, areas in which Travis County has been granted exclusive jurisdiction pursuant to Chapter 242 of the Texas Local Government Code are considered outside the ETJ.

(1) through (2) No Change.

(c) Final Plat Requirements Outside a Municipality's ETJ.

(1) through (24) No Change.

(25) Other Approvals.

(A) No Change.

(B) Outside the ETJ, for any single-family residential subdivision of a tract exceeding 20 acres and for all commercial subdivisions, the owner must submit copies of any of the following permits that are required for the development of the tract, or if a permit is not required, documentation of that fact from the appropriate agency or, if documentation from the agency is unavailable, *bona fide* documentation of that fact from a qualified professional. In this subsection, areas in which Travis County has been granted exclusive jurisdiction pursuant to Chapter 242 of the Texas Local Government Code are considered outside the ETJ.

(vii) If the development is subject to the LCRA Highland Lakes Watershed Ordinance or the TCEQ Edwards Aquifer rules at 30 Texas Administrative Code Chapter 213, or if the owner applies for an individual TPDES permit, any additional material that the owner submits to LCRA or TCEQ to obtain the permit, as well as the permit once it is issued.

(viii) through (iv) No Change.

(C) The applicant for a final plat shall comply with the requirements of §82.203(b)(20)(A) – (E) when a proposed subdivision proposes to utilize groundwater under the land as a source of water supply.

(D) When the applicant proposes a water supply for a subdivision that will include private groundwater wells on individual lots, the following statement shall appear on the final plat for the approved subdivision: *The water supply for this subdivision will be served by individually-owned groundwater wells. Information on the available supply of groundwater and its quality is available to prospective purchasers of lots in this subdivision is available in the office of the County Clerk of Travis County, Texas.*

(E) When the applicant proposes a water supply for a subdivision that will include production of groundwater from one or more wells that serve all the individual lots, the following statement shall appear on the final plat for the approved subdivision: *The water supply for this subdivision will be served by groundwater supply well(s) and distributed to each landowner's lot. Information on the available supply of groundwater and its quality is available to prospective purchasers of lots in this subdivision is available in the office of the County Clerk of Travis County, Texas.*

SECTION 82.209. STORM WATER QUALITY, RIPARIAN CORRIDORS, AND ENVIRONMENT.

(a) Geographic Scope.

In addition to the other requirements of this chapter, this section applies outside the ETJ of any municipality to any single-family residential development of a tract exceeding 20 acres on the date of the order adopting this section and all Commercial Developments, except for any development in unincorporated Travis County in the HLWO area, as governed by §82.211. In this Section, areas in which Travis County has been granted exclusive jurisdiction pursuant to Chapter 242 of the Texas Local Government Code are considered outside the ETJ.

(b) Water Quality Measures for Construction Activities.

- (1) Temporary and permanent best management practices shall be employed to prevent polluted stormwater runoff from all construction and development activities from entering surface waterways or groundwater during the construction process until final site stabilization is complete.
- (2) If the owner or Construction Site Operator is issued a TCEQ Edwards Aquifer permit, or individual TPDES stormwater permit, and if the owner's or Construction Site Operator's SWP3 and Notice of Intent comply with the

applicable TCEQ general permit requirements, no additional best management practices shall be required to comply with Paragraph (1), except as provided in Paragraph (3).

(3) Construction best management practices may be required in addition to those in the owner's or Construction Site Operator's SWP3 or TCEQ permit if:

(A) more than five acres will be disturbed at any one time;

(B) the development will take place on any slope greater than ten percent;

(C) the development includes a road crossing of a waterway, including an intermittent or perennial stream; or

(D) after construction or development activities commence, the measures in the SWP3 or TCEQ permit are determined by the Executive Manager to be inadequate to ensure that pollution of surface and ground water is prevented to the Maximum Extent Practicable.

(4) Additional best management practices under Paragraph (3) include:

(A) a pre-construction site meeting;

(B) construction disturbance phasing or sequencing to limit soil erosion, including final stabilization accomplished with each phase;

(C) stabilization measures including re-vegetation, mulching, soil retention blanket, or similar best management practices;

(D) temporary structural or non-structural best management practices at additional locations or in additional quantities;

(E) accelerated maintenance; and

(F) other best management practices, if appropriate, specified in the LCRA Technical Manual.

(c) Buffer Zones.

(1) Buffer Zones for Environmentally Valuable Features.

(A) In this subsection, the following terms have the following meanings.

(i) "Bluff" means a bluff that is adjacent to a waterway that has a vertical change in elevation of more than 40 feet and an average gradient greater than 400 percent (greater than four (4) feet vertical for each one (1) foot horizontal).

(ii) No Change

(iii) No Change.

(iv) No Change.

(v) "Wetland" means those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.

(B) No Change.

(C) No Change.

(D) A buffer zone is established around each environmentally valuable feature.

(i) For a cave, sinkhole, spring, and wetland, the width of the buffer zone is 150 feet from the edge of the environmentally valuable feature.

(ii) For a point recharge feature, the buffer zone coincides with the topographically defined catchment basin, except that the width of the buffer zone from the edge of the environmentally valuable feature is not less than 150 feet and not more than 300 feet.

(iii) For a bluff or canyon rimrock feature, the buffer zone is 50 feet.

(E) through (F) No Change.

(2) Through (3) No Change.

(d) No Change.

(e) No Change.

(f) Post-Construction Water Quality Controls for Western Watersheds.

(1) For development in areas with slopes up to 10 percent, 70 percent of the additional pollutant load in the stormwater runoff for total suspended solids, total phosphorus, and oil and grease shall be removed. For such development within 500 feet of the 691 foot mean sea level contour line, 75 percent of the additional pollutant load in the stormwater runoff for total suspended solids, total phosphorus, and oil and grease shall be removed.

(2) For development on slopes greater than 10 percent but less than 20 percent, 80 percent of the additional pollutant load in the stormwater runoff for total

suspended solids and 75 percent of the additional pollutant load in the stormwater runoff for total phosphorus and oil and grease shall be removed. For such development within 500 feet of the 691 foot mean sea level contour line, 90 percent of the additional pollutant load in the stormwater runoff for total suspended solids and 85 percent of the additional pollutant load in the stormwater runoff for total phosphorus and oil and grease shall be removed.

- (3) For development on slopes greater than 20 percent, 90 percent of the additional pollutant load in the stormwater runoff for total suspended solids and 85 percent of the additional pollutant load in the stormwater runoff for total phosphorus and oil and grease shall be removed.

(4) through (5) No Change.

(g) No Change.

(h) Maintenance

The owner or construction site operator shall be responsible for maintaining and shall maintain all permanent water quality controls in a proper manner and consistent with county and other applicable standards, including BMP maintenance permits or agreements required by LCRA or previously approved by LCRA. The owner or construction site operator shall remain responsible for maintenance until either the maintenance obligation is either assumed in writing by another entity having ownership or control of the property, including an owners' association, a district, or a municipality, or ownership of the property is transferred to another entity. A copy of the assumption or transfer of responsibility shall be filed with the Executive Manager within 30 days of the transfer.

(i) Site Assessment and Stormwater Management Plan

- (1) An owner subject to the requirements of this section shall submit with an application for a preliminary plan a site assessment that identifies all environmentally valuable features, waterways and their classifications, buffer zones, contours, and all other information necessary to determine compliance with this section.
- (2) An owner subject to the requirements of this section must submit with an application for a preliminary plan a stormwater management plan that demonstrates permanent water quality structural and non-structural BMPs will comply with this section and shows their locations. The stormwater management plan may be included as part of a drainage plan under 82.207 or as a part of the material submitted under Subsection (b). The stormwater management plan must summarize the SWP3 and temporary structural and non-structural BMPs to be used.

(j) Technical Criteria

For purposes of complying with this section the following technical criteria manual shall apply, provided that any changes to the manuals subsequent to the effective date of this subsection shall not take effect until approved by the Commissioners Court.

- (1) Technical criteria for best management practices and water quality controls in eastern watersheds, environmentally valuable features, waterways, and buffer zones are those contained in the City of Austin Environmental Criteria Manual (effective December 15, 2009). The Executive Manager reserves the right to require alternate technical criteria, on a case-by-case basis in consideration of site-specific conditions. Impervious cover for purposes of Section 82.209(g) shall be calculated as it is calculated in the City of Austin's ETJ under Chapter 30, the Joint City of Austin - Travis County Code.
- (2) Technical criteria for best management practices and water quality controls in western watersheds are those in the LCRA HLWO Water Quality Management Technical Manual (effective July 1, 2007), provided that to the extent of any conflict, in watersheds contributing to the Edwards Aquifer the owner may use any equivalent or more stringent technical criteria in TCEQ's Complying with the Edwards Aquifer Rules: Technical Guidance and Best Management Practices (RG-348).

(k) No Change.

SECTION 82.211. LAKE TRAVIS WATERSHED WATER QUALITY PROTECTION.

- (a) Purpose. The Commissioners Court adopts these requirements in recognition of the adoption by the LCRA of the HLWO (effective February 1, 2006). Adoption of these requirements provides an applicant for a development permit with a consistent set of development standards. Travis County and the LCRA will facilitate adoption of an Interlocal Cooperation Agreement including these requirements, that will improve the consistency and coordination of the processes used by Travis County and the LCRA in the area now within LCRA jurisdiction under the HLWO

- (b) Definitions. In this section, the following terms have the following meanings.

Best Management Practice or BMP means those practices, including but not limited to those described in LCRA's Technical Manual that effectively manage stormwater runoff quality and volume.

Commercial Development means all development other than open space, a single-family residence, or a single-family subdivision development.

Master Plan means a conceptual plan of a multi-phased development showing the order of phased development, environmental features (such as creeks, tributaries, slopes, etc.), roads, and proposed location of water quality protection measures for the development.

Single Family Subdivision Development means a development subdivision consisting of two or more Single Family Residences.

Single Family Residence means one- and two-family dwelling units designated for occupancy by one or more families as a residence.

(c) Geographic Scope and Applicability.

- (1) In addition to other requirements of this chapter, this section applies within unincorporated areas of Travis County within the HLWO area, except as specified in paragraph (2).
- (2) The requirements of this section are not applicable to a Single-Family Subdivision Development within the extraterritorial jurisdiction of any municipality that has an executed agreement with Travis County that provides for a single office review and where a joint city/county code of subdivision regulations exists pursuant to §242.001(d)(4) of the Texas Local Government Code.
- (3) In addition to the other requirements of this chapter, this section applies to the following proposals:
 - (A) A development application for a Single-Family Residence that proposes 10,000 square feet or greater of impervious cover or where one (1) acre or more of land would be disturbed;
 - (B) A Single-Family Subdivision Development or Commercial Development that proposes 10,000 square feet or greater of impervious cover or where one (1) acre or more of land would be disturbed; and
 - (C) A Re-development application that proposes a cumulative increase of impervious cover of 10,000 square feet or greater or where one (1) acre or more of land will be disturbed.
- (4) A Travis County development permit issued pursuant to Chapter 64 of the Travis County Code is required for a Commercial Development or Single-Family Residence that will disturb less than one (1) acre of land. In addition to other requirements of this chapter, the application must describe how erosion and sedimentation will be

controlled throughout the development process and how the site complies with the downstream buffer guidelines, in accordance with the LCRA Technical Manual.

(d) Development Application Procedures.

- (1) In addition to other requirements of this chapter, an applicant for a development permit subject to this section is also subject to the requirements of paragraphs (2) – (4) of this subsection.
- (2) Any development application, amendment application, and required supporting information shall be submitted to the Lower Colorado River Authority at the same time as it is provided to the Executive Manager.
- (3) Whenever additional information is provided to the Executive Manager as a part of the administrative or technical review process for a development application, it also shall be submitted to the Lower Colorado River Authority at the same time.
- (4) A modification to an approved master plan or development permit issued pursuant to Chapter 64 of the Travis County Code shall require an amendment. An application for amendment shall be made and will be processed in accordance with the procedures of this subsection and any additional requirements of this chapter and Chapter 64. The application for amendment shall clearly identify the items being sought to be amended and the reasons therefor. No permit amendment is required for minor field adjustments of temporary erosion and sedimentation controls. A modification to an approved master plan shall be required if there is a material change in land use or an increase in density or impervious cover. Modifications to an approved master plan shall be processed in accordance with the performance standards in effect on the date of the application for the area of phase covered by such modification.

(e) Pre-Development Planning.

A pre-development/concept plan meeting shall occur for all Single Family Subdivision Development greater than 20 acres in area and all Commercial Developments greater than three acres in area. The meeting will focus on the proposed land plan, slopes, buffers, environmentally valuable features, and water quality management practices for construction activities and post-construction storm water management, and may include a site investigation. The opportunity to participate in the meeting shall be afforded to the Executive Manager and to the LCRA. The meeting is a prerequisite to the submission of a development permit application. Additional guidance on the meeting and procedures are found in the LCRA Technical Manual..

(f) Buffer Zones.

(1) Buffer Zones for Environmentally Valuable Features. A development project subject to this section must comply with Section 82.209(c)(1).

(2) The buffer zones for bluffs and rimrocks shall not apply adjacent to the Pedernales River if:

(A) all lots fronting the Pedernales River have a minimum frontage of 200 feet and a minimum size of 1 acre and best management practices are employed to achieve a level of water quality and environmental protection equivalent to the 50 foot buffer zone; or

(B) the Executive Manager grants an exception allowing a buffer zone of no less than 25 feet based on a demonstration that a level of water quality and environmental protection equivalent to the 50 foot buffer zone will be achieved through enhancement of natural vegetative cover within the buffer, low impact site design, or other measures.

(3) Buffer Zones for Waterways. Buffer zones for waterways protect aquatic resources from the short and long term impacts of development activities. Buffer zones shall remain free of construction, development, or other alterations except for utility and roadway crossings. No stormwater treatment facilities, golf courses, on-site wastewater systems or wastewater irrigation shall be located in the buffer zone. Stormwater discharge from the development shall be dispersed into a sheet flow pattern before reaching the buffer zone. Except as described in subparagraph (C), a development application shall comply with either option 1 or option 2, as described in subparagraphs (A) and (B).

(A) Option 1: Buffer Zones.

(i) Creeks or swales draining less than 40 acres but more than five acres, excluding roadside swales, shall have a minimum buffer width of 25 feet from the centerline of the creek or swale.

(ii) Creeks or swales draining less than 128 acres but more than 40 acres shall have a minimum buffer width of 75 feet from the centerline of the creek or swale.

(iii) Creeks draining less than 320 acres but more than 128 acres shall have a minimum buffer width of 100 feet from the centerline of the creek or swale.

(iv) Creeks draining less than 640 acres but more than 320 acres shall have a minimum buffer width of 200 feet from the centerline of the creek or swale.

(v) Creeks draining 640 acres or greater shall have a minimum buffer width of 300 feet from the centerline of the creek or swale.

(B) Option 2: Floodplain Buffer Zone.

(i) For creeks or rivers draining less than 40 square miles but more than five acres, excluding roadside swales, the buffer zone shall extend a minimum of 25 feet from the 100-year floodplain boundary paralleling each side of the creek or swale. The 100-year floodplain shall be based on the fully developed conditions as approved by LCRA.

(ii) For creeks or rivers draining more than 40 square miles, the buffer zone shall be considered equal to the 100-year floodplain as designated by Federal Emergency Management Agency or by an engineered floodplain study approved by LCRA.

(C) Exceptions to the Buffer Zone to Waterways.

(i) Limited utility and roadway crossing may be approved by the Executive Manager. The number of crossings through buffer zones shall be minimized according to the guidance located in the LCRA Technical Manual.

(ii) Along Lake Travis, necessary access and appurtenances to a boat dock, pier, wharf, or marina, may be approved by the Executive Manager. However, this exception is not allowable along the Lake Travis shoreline in the buffer zone of a swale, creek, or river.

(iii) A low impact park development may be approved by the Executive Manager. A low impact park should be limited to trails, picnic facilities, and similar construction that does not significantly alter the existing vegetation or drainage patterns.

(g) Cut and Fill. A development project subject to this section must comply with Section 82.209(d).

(h) Water Quality Measures for Construction Activities.

(1) A development project subject to this section must comply with Section 82.209(b)(1). If the owner's or Construction Site Operator's SWP3 and Notice of Intent comply with the applicable TCEQ general permit requirements and the SWP3 is prepared in accordance with the LCRA Technical Manual, no additional best management practices shall be required, except as provided in Paragraph (2).

(2) A development project subject to this section must also comply with Section 82.209(b)(3) and (4), when applicable due to the site conditions at the location of the proposed project.

- (3) For each SWP3 and Notice of Intent prepared by the owner or Construction Site Operator, a copy shall be provided to the Executive Manager in either paper or portable document format (pdf). These shall be provided in draft form no later than two (2) business days prior to the pre-development/concept plan meeting identified in subsection (e) and provided in final form prior to final approval of the permit. The owner and Construction Site Operator shall be under the continuing obligation to promptly provide a copy of any Notice of Intent, Construction Site Notice, SWP3 revisions, or SWP3 construction inspection reports upon the request of Travis County.

(i) Post-Construction Water Quality Controls.

- (1) Water Quality Volume. For the protection of water quality and drainage ways from channel erosion and stormwater runoff pollution, each development project subject to these performance standards shall provide water quality volume in approved BMPs found in the LCRA Technical Manual. The minimum required water quality volume is based on the one-year, three-hour storm runoff volume as defined in the LCRA Technical Manual. In addition, development projects can use Low Impact Development methodologies as identified in the LCRA Technical Manual to reduce or avoid stormwater storage volume.
- (2) Coverage of a development project or site under a Travis County development permit does not exempt the owner from the requirement to obtain a LCRA BMP Maintenance Permit, in accordance with Section 4, Subchapter A, Paragraph (d) of the LCRA HLWO effective March 1, 2007.
- (3) Maintenance. A development project subject to this section must comply with Section 82.209(h).
- (4) Alternate Standards. A Single-Family Subdivision Development project subject to this section that meets the criteria in (A) or a Commercial Development project subject to this section that meets the criteria in (B) need not comply with paragraphs (1) – (2), except as specified in paragraph (5).

(A) Single-Family Subdivision Development.

- (i) The gross impervious cover is 15 percent or less and the Cluster Development sections have 20 percent or less gross impervious cover.
- (ii) A street and drainage network is designed to include the use of open-roadway sections, ribbon curb and maintenance of sheet flow.
- (iii) Impervious cover credit by use of porous pavement, rainwater harvesting, native landscaping and other

methods is used to gain compliance as defined in the LCRA Technical Manual.

(B) Commercial Development.

- (i) Projects less than three acres in area can achieve compliance with this section through the use of vegetated filter strips and flow spreading methodologies as identified in the LCRA Technical Manual.
 - (ii) Impervious cover credit by use of porous pavement, rainwater harvesting, native landscaping and other methods can be used to gain compliance as defined in the LCRA Technical Manual. For a Single-Family Subdivision Development, the alternate standards of Section 5, Subchapter A, Paragraph (b)(2)(i) of the LCRA HLWO effective March 1, 2007, are adopted by reference.
- (5) The Executive Manager may require that the water quality volume specified in paragraph (1) of this subsection be provided for a portion or portions of a development utilizing the alternate standards of paragraph (4), in consideration of factors including, but not limited to, minimum lot size of the subdivision, location and proximity of impervious cover sections of the development to the 691 foot mean sea level contour line, extent to which the development site is able to preserve or achieve sheet flow, and the intensity of slopes to be developed at a site.
- (j) Technical Criteria. Technical criteria for best management practices and water quality controls are those in the LCRA HLWO Water Quality Management Technical Manual, effective July 1, 2007, and subsequent amendments.
- (k) Construction Plan, Engineering, Fiscal Security, and Inspections.
- (1) Water quality controls are subject to the same requirements as drainage structures under this chapter regarding construction plans, engineering standards, and inspections.
 - (2) Approval of a permit application for commercial and single-family subdivision development is contingent upon the execution of an irrevocable letter of credit acceptable to Travis County in the amount specified in the permit which provides for the construction of temporary erosion and sedimentation controls and site stabilization, in accordance with the permit and any other provision of this chapter. The amount of the irrevocable letter of credit shall not be less than 100 percent of the cost as estimated by the Texas-registered Professional Engineer who seals the permit application.

The irrevocable letter of credit shall be released after the final inspection/concurrence letter from the engineer has been received and after approval of a BMP Maintenance Permit by LCRA.

APPENDIX 1
CERTIFICATION OF GROUNDWATER AVAILABILITY FOR PLATTING FORM

Use of this form: Pursuant to Texas Local Government Code, §212.0101, or a county authority pursuant to §232.0032, Texas Local Government Code, Travis County requires the plat applicant and the Texas licensed professional engineer or Texas licensed professional geoscientist to use this form based upon the requirements of Title 30, TAC, Chapter 230 to certify that adequate groundwater is available under the land to be subdivided (if the source of water for the subdivision is groundwater under the subdivision) for any subdivision subject to platting under Texas Local Government Code, §212.004 and §232.001.

CERTIFICATION OF GROUNDWATER AVAILABILITY FOR PLATTING FORM
Administrative Information (30 TAC §230.4)
1. Name of Proposed Subdivision:
2. Any Previous Name Which Identifies the Tract of Land:
3. Property Owner's Name(s):
Address:
Phone:
Fax:
4. Plat Applicant's Name:
Address:
Phone:
Fax:
5. Licensed Professional Engineer or Geoscientist:
Name:
Address:
Phone:

Fax:		
Certificate Number:		
6. Location and Property Description of Proposed Subdivision:		
7. Tax Assessor Parcel Number(s).		
Book:		
Map:		
Parcel:		
Proposed Subdivision Information (30 TAC §230.5)		
8. Purpose of Proposed Subdivision (single family/multi-family residential, non-residential, commercial):		
9. Size of Proposed Subdivision (acres):		
10. Number of Proposed Lots:		
11. Average Size of Proposed Lots (acres):		
12. Anticipated Method of Water Distribution		
Expansion of Existing Public Water Supply System?	Yes	No
New (Proposed) Public Water Supply System?	Yes	No
Individual Water Wells to Serve Individual Lots?	Yes	No
Combination of Methods?	Yes	No

Description (if needed):		
13. Additional Information (if required by the municipal or county authority): <i>Note: If public water supply system is anticipated, written application for service to existing water providers within a 1/2-mile radius should be attached to this form (30 TAC §230.5(f) of this title).</i>		
Projected Water Demand Estimate (30 TAC §230.6)		
14. Residential Water Demand Estimate at Full Build Out (includes both single family and multi-family residential).		
Number of Proposed Housing Units (single and multi-family):		
Average Number of Persons per Housing Unit:		
Gallons of Water Required per Person per Day:		
Water Demand per Housing Unit per Year (acre feet/year):		
Total Expected Residential Water Demand per Year (acre feet/year):		
15. Non-residential Water Demand Estimate at Full Build Out.		
Type(s) of Non-residential Water Uses:		
Water Demand per Type per Year (acre feet/year):		
16. Total Water Demand Estimate at Full Build Out (acre feet/year):		
17. Sources of Information Used for Demand Estimates:		
General Groundwater Resource Information (30 TAC §230.7)		
18. Identify and describe, using Texas Water Development Board names, the aquifer(s) which underlies the proposed subdivision: <i>Note: Users may refer to the most recent State Water Plan to obtain general information pertaining to the state's aquifers. The State Water Plan is available on the Texas Water Development Board's Internet website at: www.twdb.state.tx.us</i>		
Obtaining Site-Specific Groundwater Data (30 TAC §230.8)		
19. Have all known existing, abandoned, and inoperative wells within the proposed subdivision been located, identified, and shown on the plat as required under §230.8(b) of this title?	Yes	No
20. Were the geologic and groundwater resource factors identified under §230.7(b) of this title considered in planning and designing the aquifer	Yes	No

test required under §230.8(c) of this title?		
21. Have test and observation wells been located, drilled, logged, completed, developed, and shown on the plat as required by §230.8(c)(1) - (4) of this title?	Yes	No
22. Have all reasonable precautions been taken to ensure that contaminants do not reach the subsurface environment and that undesirable groundwater has been confined to the zone(s) of origin (§230.8(c)(5) of this title)?	Yes	No
23. Has an aquifer test been conducted which meets the requirements of §230.8(c)(1) and (6) of this title?	Yes	No
24. Were existing wells or previous aquifer test data used?	Yes	No
25. If yes, did they meet the requirements of §230.8(c)(7) of this title?	Yes	No
26. Were additional observation wells or aquifer testing utilized?	Yes	No
<i>Note: If expansion of an existing public water supply system or a new public water supply system is the anticipated method of water distribution for the proposed subdivision, site-specific groundwater data shall be developed under the requirements of 30 TAC, Chapter 290, Subchapter D of this title (relating to Rules and Regulations for Public Water Systems) and the applicable information and correspondence developed in meeting those requirements shall be attached to this form pursuant to §230.8(a) of this title.</i>		
Determination of Groundwater Quality (30 TAC §230.9)		
27. Have water quality samples been collected as required by §230.9 of this title?	Yes	No
28. Has a water quality analysis been performed which meets the requirements of §230.9 of this title?	Yes	No
Determination of Groundwater Availability (30 TAC §230.10)		
29. Have the aquifer parameters required by §230.10(c) of this title been determined?	Yes	No
30. If so, provide the aquifer parameters as determined.		
Rate of yield and drawdown:		
Specific capacity:		
Efficiency of the pumped well:		
Transmissivity:		
Coefficient of storage:		
Hydraulic conductivity:		
Were any recharge or barrier boundaries detected?	Yes	No
If yes, please describe:		
Thickness of aquifer(s):		
31. Have time-drawdown determinations been calculated as required under	Yes	No

§230.10(d)(1) of this title?		
32. Have distance-drawdown determinations been calculated as required under §230.10(d)(2) of this title?	Yes	No
33. Have well interference determinations been made as required under §230.10(d)(3) of this title?	Yes	No
34. Has the anticipated method of water delivery, the annual groundwater demand estimates at full build out, and geologic and groundwater information been taken into account in making these determinations?	Yes	No
35. Has the water quality analysis required under §230.9 of this title been compared to primary and secondary public drinking water standards as required under §230.10(e) of this title?	Yes	No
Does the concentration of any analyzed constituent exceed the standards?	Yes	No
If yes, please list the constituent(s) and concentration measure(s) which exceed standards:		
Groundwater Availability and Usability Statements (30 TAC §230.11(a) and (b))		
36. Drawdown of the aquifer at the pumped well(s) is estimated to be _____ feet over a 10-year period and _____ feet over a 30-year period.		
37. Drawdown of the aquifer at the property boundary is estimated to be _____ feet over a 10-year period and _____ feet over a 30-year period.		
38. The distance from the pumped well(s) to the outer edges of the cone(s)-of-depression is estimated to be _____ feet over a 10-year period and _____ feet over a 30-year period.		
39. The recommended minimum spacing limit between wells is _____ feet with a recommended well yield of _____ gallons per minute per well.		
40. Available groundwater is / is not (circle one) of sufficient quality to meet the intended use of the platted subdivision.		
41. The groundwater availability determination does not consider the following conditions (identify any assumptions or uncertainties that are inherent in the groundwater availability determination):		
Certification of Groundwater Availability (30 TAC §230.11(c))		
Must be signed by a Texas Licensed Professional Engineer or a Texas Licensed Professional Geoscientist.		
42. I, _____, Texas Licensed Professional Engineer or Texas Licensed Professional Geoscientist (circle which applies), certificate number _____, based on best professional judgment, current groundwater conditions, and the information developed and presented in this form, certify that adequate groundwater is available from the underlying aquifer(s) to supply the anticipated use of the proposed subdivision.		
Date:	(affix seal)	

ATTACHMENT 3

INTERLOCAL AGREEMENT BETWEEN TRAVIS COUNTY & LOWER COLORADO RIVER AUTHORITY

(March 16, 2010 Version)

Summary of Travis County/LCRA Inter-Local Agreement

Adoption of these amendments to County Code will facilitate the revision of the out-of-date (1990) Inter-Local Agreement (ILA) executed between Travis County and LCRA. A revised ILA would benefit the two agencies and the community in several ways. By having a County Code consistent with the HLWO, Travis County and LCRA can more easily divide the work effort and reduce or eliminate duplication of effort in the promotion of water quality protection in the Lake Travis watershed. A clearly communicated division of workload helps the regulated community and citizens understand what entity provides specified services and assistance.

When these rule amendments are recommended for adoption, TNR proposes to also request approval of the ILA. This will occur as early as late January, 2010. The ILA is proposed to be executed in two phases. Immediately, the following key provisions will be in effect during Phase 1:

Phase 1:

1. Travis County will issue permits for development pursuant to the County Code, LCRA will continue to issue development permits pursuant to the HLWO and will serve in the role of a technical advisor to Travis County on water-quality related reviews of development applications. Through this process, Travis County will build further technical capacity and expertise relating to interpreting LCRA technical guidance and engineering evaluation of project proposals.
2. Travis County will not issue a Development Permit approval until LCRA issues the same development a HLWO permit or provides written documentation that the Development is not subject to LCRA permitting.
3. Travis County staff will lead the compliance monitoring of the adequacy of development during the construction phase of a project, including inspections for compliance with Waterway Buffer Zone protections and Construction-Phase Erosion and Sediment Control requirements. Existing TNR environmental and development inspectors will carry out this role.
4. Travis County will respond to construction-related violations and deficiencies through informal and formal enforcement actions consistent with the Court-adopted TNR Enforcement Policy. In effect, Travis County will enforce County Code that also enforces the HLWO.

5. Post-construction structural controls (once the development is completed) will remain subject to a LCRA BMP Maintenance Permit, fees, and LCRA monitoring inspections. As long as the ILA remains in effect, it will not be necessary for Travis County to establish a duplicate permitting, fee, and monitoring program in the Lake Travis watershed.
6. LCRA will respond to BMP Maintenance related violations and deficiencies consistent with LCRA enforcement policy.
7. LCRA involvement along with Travis County during the construction phase will be limited to certain milestones of the project. These include joint pre-application concept meetings, joint final inspection after construction of a development prior to release of fiscal surety, and inspection of permanent structural controls that will be in place for post-construction water quality protection (for instance, to inspect an underdrain system before it is buried).

Phase 2:

TNR anticipates it will request additional engineering staff for FY 2011 who would bring the necessary technical capability to Travis County for water quality-related technical review of development applications. This step is essential to progressing to a Phase 2 ILA.

A Phase 2 ILA is targeted to be executed between the parties by July 1, 2011. The Phase 2 agreement would include items 3 – 7 from the Phase 1 ILA. Additionally:

1. One application for a development would be processed and issued by only Travis County, rather than permits issued by both the County and LCRA.
2. LCRA would have a continuing opportunity to provide comment and input to Travis County during the application review process, relating to standards in the HLWO.
3. Since LCRA would no longer process a HLWO application, it would no longer assess a permit application fee.

INTERLOCAL AGREEMENT BETWEEN LCRA AND TRAVIS COUNTY TO PROTECT WATER QUALITY IN THE LAKE TRAVIS WATERSHED

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is entered into by and between the Lower Colorado River Authority ("LCRA"), a conservation and reclamation district of the State of Texas, and Travis County, Texas, shown below as Contracting Parties (collectively, the "Parties"), pursuant to the authority granted under and in compliance with the provisions of the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

WITNESSETH

WHEREAS, the Parties have certain responsibilities for protecting the health and safety of the public and for protecting the environment in the area covered by LCRA Highland Lakes Watershed Ordinance ("HLWO") in Travis County; and

WHEREAS, the Parties are committed to preserving and protecting the water quality of surface water in Travis County and the Lake Travis watershed; and

WHEREAS, on the 14th day of December, 1989, the Board of Directors of LCRA adopted the Lake Travis Nonpoint Source Pollution Control Ordinance which established certain requirements for managing nonpoint source pollution in the Lake Travis watershed in Travis County; and

WHEREAS, on the 25th day of July, 2005, the Travis County Commissioner's Court adopted Interim Subdivision Rules for the areas outside of municipalities' extra territorial jurisdictions ("ETJ") which established certain requirements for managing nonpoint-source pollution; and

WHEREAS, on the 16th day of November, 2005, the Board of Directors of LCRA adopted the HLWO which replaced the Lake Travis Nonpoint Source Pollution Control Ordinance, effective on February 1, 2006, and amended on March 1, 2007, which established certain requirements for managing stormwater runoff and pollution in the Highland Lakes region, including the Lake Travis watershed in Travis County; and

WHEREAS, effective May 4, 2009, the County's coverage under the TCEQ-issued Small Municipal Separate Storm Sewer System ("MS4") permit and Storm Water Management Program ("SWMP") was approved (authorization number TXR040327), thus establishing the County's role as a regulatory authority for the protection of water quality in unincorporated Travis County; and

WHEREAS, on the 16th day of March, 2010, the Travis County Commissioner's Court adopted amendments to the Interim Subdivision Rules and a new Lake Travis Watershed Water Quality Protection rule (Section 82.211), which resulted in consistency between the HLWO and Travis County Code for managing stormwater runoff and pollution in the Lake Travis watershed; and

WHEREAS, the HLWO requires a landowner or land user to obtain a permit from LCRA before commencing development; and

WHEREAS, Travis County requires a landowner or land user to obtain a permit from the County before commencing development; and

WHEREAS, the Parties wish to coordinate closely in administering their permitting, inspection, and enforcement programs, and in devising policies and programs to protect water quality that are efficient, effective, enforceable, and eliminates duplication; and

WHEREAS, the Parties intend to conform this Agreement in all respects with the Interlocal Cooperation Act, Texas Government Code Section 791.001, et seq.

NOW THEREFORE, the Parties agree to integrate their respective storm water and water quality management programs in the areas of overlapping jurisdiction in accordance with the provisions of this Agreement.

I. JURISDICTIONAL AGREEMENT

The Parties agree that: (1) the HLWO and its subsequent amendments shall continue to apply within the Lake Travis Watershed of Travis County (see Exhibit A); and (2) the Travis County Code, Chapters 64 and 82 shall continue to apply within the Lake Travis Watershed of Travis County. The Parties acknowledge that the provisions of the Travis County Lake Travis Watershed Protection rule (Section 82.211) provide water quality protection that is at least as stringent as the HLWO. This Agreement applies only to development projects in the Lake Travis Watershed.

II. COUNTY RESPONSIBILITIES

1. When an applicant submits a development permit application, a preliminary subdivision plan, or a final subdivision plat to Travis County that relates to property that is located within the Lake Travis Watershed, the County will:
 - a. Notify the applicant of the existence and requirements of the HLWO;
 - b. Obtain from the applicant a signed acknowledgement of such notification;
 - c. Provide a copy of the signed acknowledgement to the LCRA Watershed Management Office within five (5) business days from the date of receipt;
 - d. Make all information relating to the subject permit application, preliminary subdivision plan, and final subdivision plat available for review at the County's offices by LCRA staff;
 - e. Notify the owner or user of property that a pre-development planning meeting is required by LCRA for a single-family subdivision development greater than 20 acres in area or a commercial development greater than three (3) acres; and
 - f. Provide the HLWO Handbook, application forms, and checklists to applicants seeking a permit from Travis County for a project.
2. The County will collect fiscal surety for subdivisions in a sufficient amount for the construction of temporary erosion and sediment controls and site stabilization. Fiscal Surety

for Erosion and Sediment Control ("ESC") shall be released upon County approval of final site stabilization.

3. The County will provide any plan review comments to the LCRA on HWLO permit applications within the technical review period established by the LCRA. County comments on the Storm Water Pollution Prevention Plan ("SWP3") and ESC plan under review by LCRA shall be consistent with HLWO Technical Manual guidelines and intended to enhance the construction phase compliance and long-term infrastructure maintenance of the project.
4. The County will not issue a County development permit until the County has received documentation from LCRA indicating that the same proposed development has been issued a HLWO permit or is exempt from the HLWO.
5. The County will consider approving additional engineering staff beginning October 1, 2011 (FY 2011), to provide additional technical capability to Travis County for water quality-related technical review of development applications.
6. The County agrees to perform a lead role on inspection for compliance with the HLWO and County requirements relating to the construction phase of development projects. County field inspections will determine the adequacy of the SWP3 and ESC plans and the construction of permanent Best Management Practices ("BMPs") on projects subject to the HLWO or County development permits. Adequacy of permanent Water Quality Management Facilities will be determined jointly by the County and LCRA as described in Section II. 8
7. The County will perform construction inspections to verify compliance by the owner or user of property, or their authorized agent, with construction plans approved by the Parties.
 - a. At a minimum, County construction inspections of development projects under construction will include:
 - 1) Pre-construction SWP3/ESC meetings;
 - 2) Routine SWP3/ESC monitoring as construction progresses;
 - 3) Inspections associated with SWP3/ESC plan revisions;
 - 4) Inspections verifying corrective actions specified in a notice of violation or similar enforcement action;
 - 5) Complaint responses;
 - 6) Review of permanent drainage system and BMP construction activities; and
 - 7) SWP3/ESC/Drainage System/BMP final inspection and approval and fiscal release.
 - b. Inspection will follow the guidelines found in the LCRA HLWO and Technical Manual, as well as applicable provisions of the Travis County Code and TCEQ Construction General Permit.
 - c. The County will contact LCRA to attend the pre-construction and final inspection meetings as well as interim inspections specified by LCRA.
 - d. Construction inspection reports will be shared by the Parties at an agreed upon frequency.

8. Prior to the release of fiscal surety for ESC and permanent BMPs and prior to acceptance of the project, the County will obtain a letter from the design engineer certifying that the project was constructed in accordance with the approved plans. The County will forward this information to LCRA within five (5) business days and will not release the fiscal security until LCRA has determined that the project has completed all requirements of any HLWO permit issued by LCRA.
9. The County will provide annual reports to LCRA, due on November 15th, identifying sites, number of inspections, and completed projects. The annual report will summarize the activities that occurred for the preceding period of August 13 – August 12, coinciding with the TCEQ stormwater permit requirements. The Parties will coordinate with each other on the development and implementation of a reporting format to ensure an efficient process that addresses each Party's project tracking system.
10. The County will initiate enforcement actions in accordance with the County Transportation and Natural Resources Department policy adopted by the Commissioners Court on June 26, 2001, or any modifications thereto. The County will notify LCRA of enforcement-related actions by providing copies of second and third notices of violation and notices of enforcement to LCRA whenever such notices are issued.
11. The County will lead the production of the MS4 map on behalf of both Parties using a GIS geo-database with Global Positioning System ("GPS") survey data of the drainage structures.
12. For each Travis County Capital Improvement Project implemented within the HLWO area, the County will:
 - a. Install water quality management facilities that meet the HLWO and Technical Manual requirements;
 - b. Install, after consultation with LCRA and at Travis County's own expense, but reimbursable from LCRA Park revenues as provided by park leases with LCRA, water quality management controls as required by the HLWO on all parkland that Travis County leases from LCRA;
 - c. Not be required to post letters of credit or any other form of fiscal surety for the installation of water quality management controls as required by the HLWO; and
 - d. Meet the public notice requirements of the HLWO. Travis County may incorporate the notice into other notices, including mailed notices, delivered to individual property owners along the project route. Posted notice shall be posted at least every 1000 feet along the project route.

III. LCRA RESPONSIBILITIES

1. LCRA will host a pre-development (concept) planning meeting with project applicants to review compliance with the HLWO for a single-family subdivision development greater than 20 acres in area or a commercial development greater than three (3) acres. LCRA will invite the County to participate in each pre-development planning meeting.

2. LCRA will receive HLWO permit applications, review the proposed plans, collect permit review fees, receive the publisher's affidavit and summary of notification to adjacent property owners, provide comments to the permit applicants, and assist applicants in complying with the HLWO requirements.
3. After LCRA determines a HLWO application is complete, it will commence a technical review and send a letter to the applicant indicating that the application has been accepted for review. The letter will direct the applicant to submit a permit application to the County and inform the applicant that the County may provide SWP3, ESC, or other plan comments; LCRA will send a copy of this letter to the County. LCRA will give consideration to County comments deemed necessary to further enhance construction phase compliance and long-term infrastructure maintenance.
4. Within 2 business days after approving a HLWO permit, LCRA will provide the County a copy of the issued HLWO permit and any further information pertinent to the permit not contained in the construction plan set, design report, and construction conditions provided to the County by the permit applicant.
5. LCRA will share project inspection reports with the County upon request and at an agreed upon frequency.
6. LCRA will attend the pre-construction and final construction inspection meetings as well as interim inspections as specified by the LCRA.
7. LCRA will serve in the role of a technical advisor to Travis County on water-quality related reviews of development applications. Through this process, Travis County will build further technical capacity and expertise relating to interpreting LCRA technical guidance and engineering evaluation of project proposals.
8. If all activities are in compliance with the HLWO permit issued by LCRA and the County development permit, and after receipt of correspondence from the design engineer certifying the project was constructed in accordance with approved plans, LCRA will issue a BMP Maintenance Permit in accordance with the HLWO requirements to the owner, maintenance association, or party responsible for the maintenance of the water quality management facilities.
9. LCRA will:
 - a. Perform annual maintenance inspections of each water quality facility within the Lake Travis watershed constructed pursuant to the HLWO or Lake Travis Nonpoint Source Pollution Control Ordinance;
 - b. Work with the facility owners to bring the BMPs into compliance;
 - c. Initiate enforcement actions pursuant to the HLWO, as necessary to ensure that permanent BMP maintenance is in compliance with the BMP maintenance permit;
 - d. Notify the County of any enforcement actions related to BMP maintenance requirements; and

- e. Provide an annual report to the County by October 15th, documenting the findings of the maintenance inspection program for work performed in the preceding period of August 13 – August 12, which coincides with TCEQ stormwater permit requirements.
10. LCRA will continue to review and inspect shoreline activities under the HLWO Dredge and Fill Standards and provide information to the County during quarterly meetings. LCRA will notify persons proposing dredge and fill activities of County development permit requirements.
11. As soon as is practical prior to inspection, the LCRA will inform the appropriate staff contact of the County as to when LCRA staff will undertake an inspection of a development construction project.
12. LCRA will immediately notify Travis County of any changes to the area of coverage of the “Highland Lakes Watershed Ordinance” as defined in Exhibit A.
13. LCRA will continue to enforce the HLWO within each city’s corporate boundaries within the HLWO area of Travis County for cities that have not entered into an interlocal agreement with LCRA and either (a) have not adopted and maintained in effect the HLWO or (b) have not adopted an Ordinance determined by LCRA to provide stormwater pollution management that is equal to or greater than that provided by the HLWO.
14. LCRA shall provide at least thirty (30) days advance written notice to the County of any amendments to the HLWO or Technical Manual.

IV. RESPONSIBILITIES OF BOTH PARTIES

1. The Parties will conduct quarterly meetings to coordinate and optimize construction inspection and permitting activities. The Parties agree to fully engage expeditiously to resolve any dispute or disagreement relating to a conflict on a requirement or provision proposed by either Party for a permit.
2. The Parties agree to periodically coordinate on the adequacy of water quality technical guidance, performance standards, and the respective code or ordinances of each Party. The Parties agree to work cooperatively on revisions with the goal of each Party to adopt consistent revisions. Each Party agrees to afford the other Party a meaningful opportunity to review and comment on any proposed revisions of technical guidance, code, or ordinances prior to the Party formally proposing revisions for public comment.
3. The Parties agree to cooperate on the following public education and outreach activities:
 - a. Training sessions undertaken for staff, developers, builders, contractors, and others regarding the requirements of the HLWO;
 - b. Share existing water quality, water conservation, SWP3, and ESC educational materials, with each party bearing its own costs;

- c. To the extent practical, the County agrees to consult with the LCRA and include LCRA information on storm water related program content for broadcast on Travis County Television (TCTV); and
 - d. Consult with one another to assist on storm water related program content for each Party's storm water program websites and to include hyperlinks to the other Party's website on each of their own program websites.
- 4. Based upon the nature of an issue and in consideration of the authority of each Party, staff of each Party will promptly refer citizen complaints and share inspection-related information.
- 5. On a case-by-case basis, the Parties may agree to re-assign the lead inspection role for a particular development under construction to the LCRA.
- 6. The Parties agree to coordinate and share data as much as feasible to ensure the development of an accurate, up-to-date, comprehensive MS4 map, with each party bearing its own costs. The Parties agree to work jointly towards processes and methods to electronically share data, reports, and similar information pertaining to this Agreement.
- 7. Within 90 days after the effective date of this Agreement, the Parties agree to develop and implement an Illicit Discharge Detection and Elimination ("IDDE") Response Plan to be jointly implemented.
 - a. At a minimum, the Plan will identify roles, responsibilities, and procedures for LCRA, County, and other agencies for complaint response, investigation, coordination, and enforcement of illicit discharges, including illegal dumping, pollutant discharges, and hazardous materials spill response.
 - b. The Plan will include staff contacts, assigned roles and territories, coordination protocols, procedures for referral between the parties, updating contact lists, and convening periodic meetings.

V. TERM and TERMINATION

This term of this Agreement shall be for the remainder of the calendar year in which it is executed and shall be automatically renewed from year to year unless terminated by either party following 30 days advanced written notice.

VI. MISCELLANEOUS

- 1. Unless otherwise mutually agreed, each Party shall be responsible for funding 100% of its respective costs associated with implementation of this Agreement.
- 2. This Agreement contains the complete and entire Agreement between the Parties respecting the matters addressed herein, and supersedes all prior negotiations, representations, agreements, and understanding, if any, between the Parties. This Agreement may be amended only by written instrument signed by both Parties. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF EITHER PARTY HAS ANY AUTHORITY, EITHER EXPRESS

OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT BY SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE GOVERNING BODIES OF EITHER PARTY. This Agreement is not intended to affect the terms or conditions of existing park lease agreements between the Parties.

3. To the extent allowed by Texas law, the Parties agree that each entity is responsible for its own proportionate share of any liability for its negligent acts or omissions.
4. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.
5. Regardless of the actual drafter, this Agreement shall, in the event of dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either Party.
6. As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others.
7. This Agreement shall in no way create any rights in any nonparty to this Agreement, all such rights being expressly excepted and denied.
8. In the event that the performance by either Party of any of its obligations or undertakings hereunder is interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God, an act of the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects hereto.
9. This agreement is duly authorized by the governing bodies of the Parties.
10. This Agreement takes effect upon the last date of due execution of the Agreement by the Parties.
11. The Parties hereto covenant and agree that they will execute other and further instruments and documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.
12. Any notice to be given hereunder by either Party pursuant to either Provision III.12., Provision III.14., Provision V., or this provision to the other shall be in writing and may be effected by personal delivery or United States mail (return receipt requested), addressed to the proper Party, at the following address:

LCRA: Suzanne Zarling, Water Services (or her successor)
LCRA
P.O. Box 220
Austin, Texas 78767
Suzanne.Zarling@lcra.org

With Copy to: Erik Harris, Water Resource Protection (or his successor)
LCRA
P.O. Box 220
Austin, Texas 78767
Erik.Harris@lcra.org

County: Honorable Sam Biscoe (or his successor in office)
Travis County Judge
P.O. Box 1748
Austin, Texas 78767
Sam.Biscoe@co.travis.tx.us

With Copy to: David Escamilla (or his successor in office)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
David.Escamilla@co.travis.tx.us

With Copy to: Jon White (or his successor)
Director, Natural Resources & Environmental Quality
Division
Travis County
P.O. Box 1748
Austin, Texas 78767
Jon.White@co.travis.tx.us

With Copy to: Anna Bowlin (or her successor)
Director, Development Services Division
Travis County
P.O. Box 1748
Austin, Texas 78767
Anna.Bowlin@co.travis.tx.us

Each party may change the address for notice to it by giving notice of such change in accordance with the provisions in this paragraph.

13. Any other notice, reporting, or information exchange between the Parties not identified in Provision VI.12., can occur by United States mail, personal delivery, e-mail, or facsimile to the appropriate person identified by each Party.

14. Nothing in this Agreement is intended to confer any rights, expressed or implied, to any third parties, and accordingly, no third party shall have the right to enforce the provisions of this Agreement.

15. THE OBLIGATIONS AND UNDERTAKINGS OF EACH OF THE PARTIES TO THIS AGREEMENT SHALL BE PERFORMABLE IN TRAVIS COUNTY, TEXAS, and this Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

LOWER COLORADO RIVER AUTHORITY

Date Approved:

By: _____
Suzanne Zarling

State of Texas §
 §
County of Travis §

This instrument was acknowledged before me on _____, 20__, by _____, _____ of the Lower Colorado River Authority, on behalf of the Lower Colorado River Authority.

Notary Public in and for
The State of Texas

Notary's Name (Printed): _____
My commission expires: _____

TRAVIS COUNTY

Date Approved: _____

By: _____

State of Texas §

§

County of Travis §

This instrument was acknowledged before me on _____, 20__, by Samuel T. Biscoe, County Judge of Travis County, Texas, on behalf of Travis County.

Notary Public in and for
The State of Texas

Notary's Name (Printed): _____

My commission expires: _____

INTERLOCAL AGREEMENT BETWEEN LCRA AND TRAVIS COUNTY TO PROTECT WATER QUALITY IN THE LAKE TRAVIS WATERSHED

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WHEREAS, on the 25th day of July, 2005, the Travis County Commissioner's Court adopted Interim Subdivision Rules for the areas outside of municipalities' extra territorial jurisdictions ("ETJ") which established certain requirements for managing nonpoint-source pollution; and

WHEREAS, on the 16th day of November, 2005, the Board of Directors of LCRA adopted the HLWO which replaced the Lake Travis Nonpoint Source Pollution Control Ordinance, effective on February 1, 2006, and amended on March 1, 2007, which established certain requirements for managing stormwater runoff and pollution in the Highland Lakes region, including the Lake Travis watershed in Travis County; and

WHEREAS, effective May 4, 2009, the County's coverage under the TCEQ-issued Small Municipal Separate Storm Sewer System ("MS4") permit and Storm Water Management Program ("SWMP") was approved (authorization number TXR040327), thus establishing the County's role as a regulatory authority for the protection of water quality in unincorporated Travis County; and

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II. COUNTY RESPONSIBILITIES

1. When an applicant submits a development permit application, a preliminary subdivision plan, or a final subdivision plat to Travis County that relates to property that is located within the Lake Travis Watershed, the County will:
 - a. Notify the applicant of the existence and requirements of the HLWO;
 - b. Obtain from the applicant a signed acknowledgement of such notification;
 - c. Provide a copy of the signed acknowledgement to the LCRA Watershed Management Office within five (5) business days from the date of receipt;
 - d. Make all information relating to the subject permit application, preliminary subdivision plan, and final subdivision plat available for review at the County's offices by LCRA staff;
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 - b. Inspection will follow the guidelines found in the LCRA HLWO and Technical Manual, as well as applicable provisions of the Travis County Code and TCEQ Construction General Permit.
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 - a. Install water quality management facilities that meet the HLWO and Technical Manual requirements;
 - b. Install, after consultation with LCRA and at Travis County's own expense, but reimbursable from LCRA Park revenues as provided by park leases with LCRA, water quality management controls as required by the HLWO on all parkland that Travis County leases from LCRA;
 - c. Not be required to post letters of credit or any other form of fiscal surety for the installation of water quality management controls as required by the HLWO; and
 - d. Meet the public notice requirements of the HLWO. Travis County may incorporate the notice into other notices, including mailed notices, delivered to individual property owners along the project route. Posted notice shall be posted at least every 1000 feet along the project route.

III. LCRA RESPONSIBILITIES

1. LCRA will host a pre-development (concept) planning meeting with project applicants to review compliance with the HLWO for a single-family subdivision development greater than 20 acres in area or a commercial development greater than three (3) acres. LCRA will invite the County to participate in each pre-development planning meeting.

2. LCRA will receive HLWO permit applications, review the proposed plans, collect permit review fees, receive the publisher's affidavit and summary of notification to adjacent property owners, provide comments to the permit applicants, and assist applicants in complying with the HLWO requirements.
3. After LCRA determines a HLWO application is complete, it will commence a technical review and send a letter to the applicant indicating that the application has been accepted for review. The letter will direct the applicant to submit a permit application to the County and inform the applicant that the County may provide SWP3, ESC, or other plan comments; LCRA will send a copy of this letter to the County. LCRA will give consideration to County comments deemed necessary to further enhance construction phase compliance and long-term infrastructure maintenance.
4. Within 2 business days after approving a HLWO permit, LCRA will provide the County a copy of the issued HLWO permit and any further information pertinent to the permit not contained in the construction plan set, design report, and construction conditions provided to the County by the permit applicant.
5. LCRA will share project inspection reports with the County upon request and at an agreed upon frequency.
6. LCRA will attend the pre-construction and final construction inspection meetings as well as interim inspections as specified by the LCRA.
7. LCRA will serve in the role of a technical advisor to Travis County on water-quality related reviews of development applications. Through this process, Travis County will build further technical capacity and expertise relating to interpreting LCRA technical guidance and engineering evaluation of project proposals.
8. If all activities are in compliance with the HLWO permit issued by LCRA and the County development permit, and after receipt of correspondence from the design engineer certifying the project was constructed in accordance with approved plans, LCRA will issue a BMP Maintenance Permit in accordance with the HLWO requirements to the owner, maintenance association, or party responsible for the maintenance of the water quality management facilities.
9. LCRA will:
 - a. Perform annual maintenance inspections of each water quality facility within the Lake Travis watershed constructed pursuant to the HLWO or Lake Travis Nonpoint Source Pollution Control Ordinance;
 - b. Work with the facility owners to bring the BMPs into compliance;
 - c. Initiate enforcement actions pursuant to the HLWO, as necessary to ensure that permanent BMP maintenance is in compliance with the BMP maintenance permit;
 - d. Notify the County of any enforcement actions related to BMP maintenance requirements; and

- e. Provide an annual report to the County by October 15th, documenting the findings of the maintenance inspection program for work performed in the preceding period of August 13 – August 12, which coincides with TCEQ stormwater permit requirements.
- 10. LCRA will continue to review and inspect shoreline activities under the HLWO Dredge and Fill Standards and provide information to the County during quarterly meetings. LCRA will notify persons proposing dredge and fill activities of County development permit requirements.
- 11. As soon as is practical prior to inspection, the LCRA will inform the appropriate staff contact of the County as to when LCRA staff will undertake an inspection of a development construction project.
- 12. LCRA will immediately notify Travis County of any changes to the area of coverage of the “Highland Lakes Watershed Ordinance” as defined in Exhibit A.
- 13. LCRA will continue to enforce the HLWO within each city’s corporate boundaries within the HLWO area of Travis County for cities that have not entered into an interlocal agreement with LCRA and either (a) have not adopted and maintained in effect the HLWO or (b) have not adopted an Ordinance determined by LCRA to provide stormwater pollution management that is equal to or greater than that provided by the HLWO.
- 14. LCRA shall provide at least thirty (30) days advance written notice to the County of any amendments to the HLWO or Technical Manual.

IV. RESPONSIBILITIES OF BOTH PARTIES

- 1. The Parties will conduct quarterly meetings to coordinate and optimize construction inspection and permitting activities. The Parties agree to fully engage expeditiously to resolve any dispute or disagreement relating to a conflict on a requirement or provision proposed by either Party for a permit.
- 2. The Parties agree to periodically coordinate on the adequacy of water quality technical guidance, performance standards, and the respective code or ordinances of each Party. The Parties agree to work cooperatively on revisions with the goal of each Party to adopt consistent revisions. Each Party agrees to afford the other Party a meaningful opportunity to review and comment on any proposed revisions of technical guidance, code, or ordinances prior to the Party formally proposing revisions for public comment.
- 3. The Parties agree to cooperate on the following public education and outreach activities:
 - a. Training sessions undertaken for staff, developers, builders, contractors, and others regarding the requirements of the HLWO;
 - b. Share existing water quality, water conservation, SWP3, and ESC educational materials, with each party bearing its own costs;

- c. To the extent practical, the County agrees to consult with the LCRA and include LCRA information on storm water related program content for broadcast on Travis County Television (TCTV); and
 - d. Consult with one another to assist on storm water related program content for each Party's storm water program websites and to include hyperlinks to the other Party's website on each of their own program websites.
- 4. Based upon the nature of an issue and in consideration of the authority of each Party, staff of each Party will promptly refer citizen complaints and share inspection-related information.
- 5. On a case-by-case basis, the Parties may agree to re-assign the lead inspection role for a particular development under construction to the LCRA.
- 6. The Parties agree to coordinate and share data as much as feasible to ensure the development of an accurate, up-to-date, comprehensive MS4 map, with each party bearing its own costs. The Parties agree to work jointly towards processes and methods to electronically share data, reports, and similar information pertaining to this Agreement.
- 7. Within 90 days after the effective date of this Agreement, the Parties agree to develop and implement an Illicit Discharge Detection and Elimination ("IDDE") Response Plan to be jointly implemented.
 - a. At a minimum, the Plan will identify roles, responsibilities, and procedures for LCRA, County, and other agencies for complaint response, investigation, coordination, and enforcement of illicit discharges, including illegal dumping, pollutant discharges, and hazardous materials spill response.
 - b. The Plan will include staff contacts, assigned roles and territories, coordination protocols, procedures for referral between the parties, updating contact lists, and convening periodic meetings.

V. TERM and TERMINATION

This term of this Agreement shall be for the remainder of the calendar year in which it is executed and shall be automatically renewed from year to year unless terminated by either party following 30 days advanced written notice.

VI. MISCELLANEOUS

- 1. Unless otherwise mutually agreed, each Party shall be responsible for funding 100% of its respective costs associated with implementation of this Agreement.
- 2. This Agreement contains the complete and entire Agreement between the Parties respecting the matters addressed herein, and supersedes all prior negotiations, representations, agreements, and understanding, if any, between the Parties. This Agreement may be amended only by written instrument signed by both Parties. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF EITHER PARTY HAS ANY AUTHORITY, EITHER EXPRESS

OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT BY SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE GOVERNING BODIES OF EITHER PARTY. This Agreement is not intended to affect the terms or conditions of existing park lease agreements between the Parties.

3. To the extent allowed by Texas law, the Parties agree that each entity is responsible for its own proportionate share of any liability for its negligent acts or omissions.
4. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.
5. Regardless of the actual drafter, this Agreement shall, in the event of dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either Party.
6. As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others.
7. This Agreement shall in no way create any rights in any nonparty to this Agreement, all such rights being expressly excepted and denied.
8. In the event that the performance by either Party of any of its obligations or undertakings hereunder is interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God, an act of the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects hereto.
9. This agreement is duly authorized by the governing bodies of the Parties.
10. This Agreement takes effect upon the last date of due execution of the Agreement by the Parties.
11. The Parties hereto covenant and agree that they will execute other and further instruments and documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.
12. Any notice to be given hereunder by either Party pursuant to either Provision III.12., Provision III.14., Provision V., or this provision to the other shall be in writing and may be effected by personal delivery or United States mail (return receipt requested), addressed to the proper Party, at the following address:

LCRA: Suzanne Zarling, Water Services (or her successor)
LCRA
P.O. Box 220
Austin, Texas 78767
Suzanne.Zarling@lcra.org

With Copy to: Erik Harris, Water Resource Protection (or his successor)
LCRA
P.O. Box 220
Austin, Texas 78767
Erik.Harris@lcra.org

County: Honorable Sam Biscoe (or his successor in office)
Travis County Judge
P.O. Box 1748
Austin, Texas 78767
Sam.Biscoe@co.travis.tx.us

With Copy to: David Escamilla (or his successor in office)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
David.Escamilla@co.travis.tx.us

With Copy to: Jon White (or his successor)
Director, Natural Resources & Environmental Quality
Division
Travis County
P.O. Box 1748
Austin, Texas 78767
Jon.White@co.travis.tx.us

With Copy to: Anna Bowlin (or her successor)
Director, Development Services Division
Travis County
P.O. Box 1748
Austin, Texas 78767
Anna.Bowlin@co.travis.tx.us

Each party may change the address for notice to it by giving notice of such change in accordance with the provisions in this paragraph.

13. Any other notice, reporting, or information exchange between the Parties not identified in Provision VI.12., can occur by United States mail, personal delivery, e-mail, or facsimile to the appropriate person identified by each Party.

14. Nothing in this Agreement is intended to confer any rights, expressed or implied, to any third parties, and accordingly, no third party shall have the right to enforce the provisions of this Agreement.

15. THE OBLIGATIONS AND UNDERTAKINGS OF EACH OF THE PARTIES TO THIS AGREEMENT SHALL BE PERFORMABLE IN TRAVIS COUNTY, TEXAS, and this Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

LOWER COLORADO RIVER AUTHORITY

Date Approved: _____

By: _____
Suzanne Zarling

State of Texas §

§

County of Travis §

This instrument was acknowledged before me on _____, 20__, by _____, _____ of the Lower Colorado River Authority, on behalf of the Lower Colorado River Authority.

Notary Public in and for
The State of Texas

Notary's Name (Printed): _____
My commission expires: _____

TRAVIS COUNTY

Date Approved: _____

By: _____

State of Texas §

§

County of Travis §

This instrument was acknowledged before me on _____, 20__, by Samuel T. Biscoe, County Judge of Travis County, Texas, on behalf of Travis County.

Notary Public in and for
The State of Texas

Notary's Name (Printed): _____
My commission expires: _____

INTERLOCAL AGREEMENT BETWEEN LCRA AND TRAVIS COUNTY TO PROTECT WATER QUALITY IN THE LAKE TRAVIS WATERSHED

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is entered into by and between the Lower Colorado River Authority ("LCRA"), a conservation and reclamation district of the State of Texas, and Travis County, Texas, shown below as Contracting Parties (collectively, the "Parties"), pursuant to the authority granted under and in compliance with the provisions of the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

WITNESSETH

WHEREAS, the Parties have certain responsibilities for protecting the health and safety of the public and for protecting the environment in the area covered by LCRA Highland Lakes Watershed Ordinance ("HLWO") in Travis County; and

WHEREAS, the Parties are committed to preserving and protecting the water quality of surface water in Travis County and the Lake Travis watershed; and

WHEREAS, on the 14th day of December, 1989, the Board of Directors of LCRA adopted the Lake Travis Nonpoint Source Pollution Control Ordinance which established certain requirements for managing nonpoint source pollution in the Lake Travis watershed in Travis County; and

WHEREAS, on the 25th day of July, 2005, the Travis County Commissioner's Court adopted Interim Subdivision Rules for the areas outside of municipalities' extra territorial jurisdictions ("ETJ") which established certain requirements for managing nonpoint-source pollution; and

WHEREAS, on the 16th day of November, 2005, the Board of Directors of LCRA adopted the HLWO which replaced the Lake Travis Nonpoint Source Pollution Control Ordinance, effective on February 1, 2006, and amended on March 1, 2007, which established certain requirements for managing stormwater runoff and pollution in the Highland Lakes region, including the Lake Travis watershed in Travis County; and

WHEREAS, effective May 4, 2009, the County's coverage under the TCEQ-issued Small Municipal Separate Storm Sewer System ("MS4") permit and Storm Water Management Program ("SWMP") was approved (authorization number TXR040327), thus establishing the County's role as a regulatory authority for the protection of water quality in unincorporated Travis County; and

WHEREAS, on the 16th day of March, 2010, the Travis County Commissioner's Court adopted amendments to the Interim Subdivision Rules and a new Lake Travis Watershed Water Quality Protection rule (Section 82.211), which resulted in consistency between the HLWO and Travis County Code for managing stormwater runoff and pollution in the Lake Travis watershed; and

WHEREAS, the HLWO requires a landowner or land user to obtain a permit from LCRA before commencing development; and

WHEREAS, Travis County requires a landowner or land user to obtain a permit from the County before commencing development; and

WHEREAS, the Parties wish to coordinate closely in administering their permitting, inspection, and enforcement programs, and in devising policies and programs to protect water quality that are efficient, effective, enforceable, and eliminates duplication; and

WHEREAS, the Parties intend to conform this Agreement in all respects with the Interlocal Cooperation Act, Texas Government Code Section 791.001, et seq.

NOW THEREFORE, the Parties agree to integrate their respective storm water and water quality management programs in the areas of overlapping jurisdiction in accordance with the provisions of this Agreement.

I. JURISDICTIONAL AGREEMENT

The Parties agree that: (1) the HLWO and its subsequent amendments shall continue to apply within the Lake Travis Watershed of Travis County (see Exhibit A); and (2) the Travis County Code, Chapters 64 and 82 shall continue to apply within the Lake Travis Watershed of Travis County. The Parties acknowledge that the provisions of the Travis County Lake Travis Watershed Protection rule (Section 82.211) provide water quality protection that is at least as stringent as the HLWO. This Agreement applies only to development projects in the Lake Travis Watershed.

II. COUNTY RESPONSIBILITIES

1. When an applicant submits a development permit application, a preliminary subdivision plan, or a final subdivision plat to Travis County that relates to property that is located within the Lake Travis Watershed, the County will:
 - a. Notify the applicant of the existence and requirements of the HLWO;
 - b. Obtain from the applicant a signed acknowledgement of such notification;
 - c. Provide a copy of the signed acknowledgement to the LCRA Watershed Management Office within five (5) business days from the date of receipt;
 - d. Make all information relating to the subject permit application, preliminary subdivision plan, and final subdivision plat available for review at the County's offices by LCRA staff;
 - e. Notify the owner or user of property that a pre-development planning meeting is required by LCRA for a single-family subdivision development greater than 20 acres in area or a commercial development greater than three (3) acres; and
 - f. Provide the HLWO Handbook, application forms, and checklists to applicants seeking a permit from Travis County for a project.
2. The County will collect fiscal surety for subdivisions in a sufficient amount for the construction of temporary erosion and sediment controls and site stabilization. Fiscal Surety

for Erosion and Sediment Control (“ESC”) shall be released upon County approval of final site stabilization.

3. The County will provide any plan review comments to the LCRA on HWLO permit applications within the technical review period established by the LCRA. County comments on the Storm Water Pollution Prevention Plan (“SWP3”) and ESC plan under review by LCRA shall be consistent with HLWO Technical Manual guidelines and intended to enhance the construction phase compliance and long-term infrastructure maintenance of the project.
4. The County will not issue a County development permit until the County has received documentation from LCRA indicating that the same proposed development has been issued a HLWO permit or is exempt from the HLWO.
5. The County will consider approving additional engineering staff beginning October 1, 2011 (FY 2011), to provide additional technical capability to Travis County for water quality-related technical review of development applications.
6. The County agrees to perform a lead role on inspection for compliance with the HLWO and County requirements relating to the construction phase of development projects. County field inspections will determine the adequacy of the SWP3 and ESC plans and the construction of permanent Best Management Practices (“BMPs”) on projects subject to the HLWO or County development permits. Adequacy of permanent Water Quality Management Facilities will be determined jointly by the County and LCRA as described in Section II. 8
7. The County will perform construction inspections to verify compliance by the owner or user of property, or their authorized agent, with construction plans approved by the Parties.
 - a. At a minimum, County construction inspections of development projects under construction will include:
 - 1) Pre-construction SWP3/ESC meetings;
 - 2) Routine SWP3/ESC monitoring as construction progresses;
 - 3) Inspections associated with SWP3/ESC plan revisions;
 - 4) Inspections verifying corrective actions specified in a notice of violation or similar enforcement action;
 - 5) Complaint responses;
 - 6) Review of permanent drainage system and BMP construction activities; and
 - 7) SWP3/ESC/Drainage System/BMP final inspection and approval and fiscal release.
 - b. Inspection will follow the guidelines found in the LCRA HLWO and Technical Manual, as well as applicable provisions of the Travis County Code and TCEQ Construction General Permit.
 - c. The County will contact LCRA to attend the pre-construction and final inspection meetings as well as interim inspections specified by LCRA.
 - d. Construction inspection reports will be shared by the Parties at an agreed upon frequency.

8. Prior to the release of fiscal surety for ESC and permanent BMPs and prior to acceptance of the project, the County will obtain a letter from the design engineer certifying that the project was constructed in accordance with the approved plans. The County will forward this information to LCRA within five (5) business days and will not release the fiscal security until LCRA has determined that the project has completed all requirements of any HLWO permit issued by LCRA.
9. The County will provide annual reports to LCRA, due on November 15th, identifying sites, number of inspections, and completed projects. The annual report will summarize the activities that occurred for the preceding period of August 13 – August 12, coinciding with the TCEQ stormwater permit requirements. The Parties will coordinate with each other on the development and implementation of a reporting format to ensure an efficient process that addresses each Party's project tracking system.
10. The County will initiate enforcement actions in accordance with the County Transportation and Natural Resources Department policy adopted by the Commissioners Court on June 26, 2001, or any modifications thereto. The County will notify LCRA of enforcement-related actions by providing copies of second and third notices of violation and notices of enforcement to LCRA whenever such notices are issued.
11. The County will lead the production of the MS4 map on behalf of both Parties using a GIS geo-database with Global Positioning System ("GPS") survey data of the drainage structures.
12. For each Travis County Capital Improvement Project implemented within the HLWO area, the County will:
 - a. Install water quality management facilities that meet the HLWO and Technical Manual requirements;
 - b. Install, after consultation with LCRA and at Travis County's own expense, but reimbursable from LCRA Park revenues as provided by park leases with LCRA, water quality management controls as required by the HLWO on all parkland that Travis County leases from LCRA;
 - c. Not be required to post letters of credit or any other form of fiscal surety for the installation of water quality management controls as required by the HLWO; and
 - d. Meet the public notice requirements of the HLWO. Travis County may incorporate the notice into other notices, including mailed notices, delivered to individual property owners along the project route. Posted notice shall be posted at least every 1000 feet along the project route.

III. LCRA RESPONSIBILITIES

1. LCRA will host a pre-development (concept) planning meeting with project applicants to review compliance with the HLWO for a single-family subdivision development greater than 20 acres in area or a commercial development greater than three (3) acres. LCRA will invite the County to participate in each pre-development planning meeting.

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 - b. Work with the facility owners to bring the BMPs into compliance;
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 - d. Notify the County of any enforcement actions related to BMP maintenance requirements; and

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- 13. LCRA will continue to enforce the HLWO within each city’s corporate boundaries within the HLWO area of Travis County for cities that have not entered into an interlocal agreement with LCRA and either (a) have not adopted and maintained in effect the HLWO or (b) have not adopted an Ordinance determined by LCRA to provide stormwater pollution management that is equal to or greater than that provided by the HLWO.
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- c. To the extent practical, the County agrees to consult with the LCRA and include LCRA information on storm water related program content for broadcast on Travis County Television (TCTV); and
 - d. Consult with one another to assist on storm water related program content for each Party's storm water program websites and to include hyperlinks to the other Party's website on each of their own program websites.
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V. TERM and TERMINATION

This term of this Agreement shall be for the remainder of the calendar year in which it is executed and shall be automatically renewed from year to year unless terminated by either party following 30 days advanced written notice.

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LCRA: Suzanne Zarling, Water Services (or her successor)
 LCRA
 P.O. Box 220
 Austin, Texas 78767
 Suzanne.Zarling@lcra.org

With Copy to: Erik Harris, Water Resource Protection (or his successor)
 LCRA
 P.O. Box 220
 Austin, Texas 78767
 Erik.Harris@lcra.org

County: Honorable Sam Biscoe (or his successor in office)
 Travis County Judge
 P.O. Box 1748
 Austin, Texas 78767
 Sam.Biscoe@co.travis.tx.us

With Copy to: David Escamilla (or his successor in office)
 Travis County Attorney
 P.O. Box 1748
 Austin, Texas 78767
 David.Escamilla@co.travis.tx.us

With Copy to: Jon White (or his successor)
 Director, Natural Resources & Environmental Quality
 Division
 Travis County
 P.O. Box 1748
 Austin, Texas 78767
 Jon.White@co.travis.tx.us

With Copy to: Anna Bowlin (or her successor)
 Director, Development Services Division
 Travis County
 P.O. Box 1748
 Austin, Texas 78767
 Anna.Bowlin@co.travis.tx.us

Each party may change the address for notice to it by giving notice of such change in accordance with the provisions in this paragraph.

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15. THE OBLIGATIONS AND UNDERTAKINGS OF EACH OF THE PARTIES TO THIS AGREEMENT SHALL BE PERFORMABLE IN TRAVIS COUNTY, TEXAS, and this Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

LOWER COLORADO RIVER AUTHORITY

Date Approved: _____

By: _____
Suzanne Zarling

State of Texas §
 §
County of Travis §

This instrument was acknowledged before me on _____, 20__, by _____, _____ of the Lower Colorado River Authority, on behalf of the Lower Colorado River Authority.

Notary Public in and for
The State of Texas

Notary's Name (Printed): _____
My commission expires: _____

TRAVIS COUNTY

Date Approved:

By: _____

State of Texas §

§

County of Travis §

This instrument was acknowledged before me on _____, 20__, by Samuel T. Biscoe, County Judge of Travis County, Texas, on behalf of Travis County.

Notary Public in and for
The State of Texas

Notary's Name (Printed): _____

My commission expires: _____

Travis County Commissioners Court Agenda RequestVoting Session: March 16, 2010
(Date)Work Session: _____
(Date)I. A. Request made by: Joseph P. Gieselman, Executive Manager Phone # 854-9383
Signature of Elected Official/Appointed Official/Executive Manager/County AttorneyB. Requested Text: Consider and take appropriate action on Interlocal Agreements with
three municipalities, allowing them to share costs and participate in
an update to Travis County's Hazard Mitigation Plan.

A. Interlocal Agreement with the City of Pflugerville

B. Interlocal Agreement with the City of Sunset Valley

C. Interlocal Agreement with Village of the Hills

C. Approved by: _____
Samuel T. Biscoe, County JudgeII. 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

Christopher Gilmore, CA

854-9415

Pete Baldwin, ES 974-0472

Stacy Moore, ES

974-0472

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 & ProcedureAGENDA 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

March 4, 2010

MEMORANDUM

TO: Members of the Commissioners' Court

FROM: Joseph P. Gieselman, Executive Manager

SUBJECT: Interlocal Agreements with Pflugerville, Sunset Valley, and Village of the Hills
Update to Hazard Mitigation Plan

Item Description: Consider Interlocal Agreements with the Cities of Pflugerville, Sunset Valley and Village of the Hills, providing for their participation in an Update to Travis County's Hazard Mitigation Plan (HMP) and take appropriate action.

Summary and Staff Recommendation: Three municipalities have asked to be included in the 2010 Update to the HMP. Under the Interlocal Agreements, each city will share planning costs, participate in the planning process, and provide information on local hazards. Staff recommends approval.

Budgetary and Fiscal Impact: Each municipality will pay a \$2,500 share of the planning costs. These contributions will be credited towards Travis County's \$10,000 matching fund requirement under the Flood Mitigation Planning grant contract with the Texas Water Development Board. The grant contract, executed in December 2009, provides \$30,000 in federal funds to develop the plan.

Background: The HMP addresses natural hazards and identifies mitigation measures that will be taken to reduce loss of life and property due to natural disasters such as flood, fire, tornado or ice storms. The Federal Emergency Management Agency (FEMA) requires local governments to update HMPs every five years in order to maintain eligibility for grant funds in future disasters. Travis County's first HMAP was approved by the FEMA in February 2005.

Required Authorizations: Christopher Gilmore, County Attorney's Office

Exhibits: Interlocal Agreement with City of Pflugerville
Interlocal Agreement with City of Sunset Valley
Interlocal Agreement with Village of the Hills

MSM:JPG:msm

0804 FMA Grant FY09

cc: Chris Gilmore, County Attorney
Michelle Gable, Auditor
Jessica Rio, PBO
Pete Baldwin, TCDES
Stacy Moore, TCDES
Jon White, TNR
Tom Weber, TNR
Stacey Scheffel, TNR
Donna Williams-Jones, TNR
Melinda Mallia, TNR

**INTERLOCAL AGREEMENT
CITY OF PFLUGERVILLE AND TRAVIS COUNTY
HAZARD MITIGATION ACTION PLAN FOR 2010**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Agreement is made and entered into by and between City of Pflugerville, Texas (the "City") and Travis County, Texas (the "County"), hereinafter collectively referred to as the "Parties," upon the premises and for the consideration stated herein.

WHEREAS, the County desires to update the Hazard Mitigation Plan approved by the Federal Emergency Management Agency (FEMA) on February 7, 2005;

WHEREAS, the Parties desire to cooperate in the 2010 Update to the Hazard Mitigation Plan will incorporate hazard mitigation planning for the City of Pflugerville;

WHEREAS Travis County and the project consultant will develop the Plan, following Federal Emergency Management Agency and Texas Water Development Board requirements and described in the grant application and grant contract;

WHEREAS, the Parties intend to conform to this Agreement in all respects with the Interlocal Cooperation Act, Texas Government Code Section 791.001, et. seq.;

NOW, THEREFORE, the Parties agree as follows:

1. The City will be responsible for:
 - (a) Designating a project representative;
 - (b) Attending up to four committee meetings;
 - (c) Providing city specific information related to past hazards, and population and property as risk in a timely manner;
 - (d) Reviewing and commenting on draft of the plan, with specific emphasis on its own city;
 - (e) Attending one public meeting;
 - (f) Facilitating city adoption of the final plan (to include a signed resolution of adoption); and
 - (g) Paying a \$2,500 portion of plan preparation costs.

2. The County will be responsible for:
- (a) Hiring and managing a consultant to prepare the plan update;
 - (b) Obtaining and administering grant funding for the plan update from the Texas Water Development Board;
 - (c) Managing the plan development process; and
 - (d) Providing data and information on natural hazards in Travis County, as required in the planning process.

3. Miscellaneous.

(a) Force Majeure. In the event that the performance by the County or the City of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or the act of conduct of any person or persons not a party of privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects hereto.

(b) Notice. Any notice given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

CITY: Brandon Wade, City Manager
City of Pflugerville
P.O. Box 589
Pflugerville, Texas 78691-0589

COUNTY: Joe Gieselman, Executive Manager, TNR
P.O. Box 1748
Austin, Texas 78767

WITH A COPY TO: David Escamilla
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attention: File No. 163.1570

(c) Number and Gender Defined. As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others.

(d) Entire Agreement. This Agreement contains the complete and entire Agreement between the Parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the Parties respecting the joint construction of the Project. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by authorized representatives of the Parties hereto. No official, representative, agent or employee of Travis County, Texas, has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Commissioners Court of Travis County, Texas.

(e) Effective Date. This Agreement takes effect upon the last date of due execution of the Agreement by the County and the City.

(f) Other Instruments. The Parties hereto covenant and agree that they will execute other and further instruments and documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

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CITY OF PFLUGERVILLE, TEXAS

By: Brandon E. Wade

Name: Brandon Wade

Title: City Manager
Authorized Representative

Date: 1-26-2010

Approved as to Form:

Floyd Akers
Floyd Akers, City Attorney

Date: 1-27-2010

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe, County Judge

Date: _____

**INTERLOCAL AGREEMENT
CITY OF PFLUGERVILLE AND TRAVIS COUNTY
HAZARD MITIGATION ACTION PLAN FOR 2010**

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CITY OF PFLUGERVILLE, TEXAS


By: 

Name: Brandon Wade

Title: City Manager
Authorized Representative

Date: 1-26-2010

Approved as to Form:


Floyd Akers, City Attorney

Date: 1-27-2010

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe, County Judge

Date: _____

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CITY OF PFLUGERVILLE AND TRAVIS COUNTY
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P.O. Box 589
Pflugerville, Texas 78691-0589

COUNTY: Joe Gieselman, Executive Manager, TNR
P.O. Box 1748
Austin, Texas 78767

WITH A COPY TO: David Escamilla
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attention: File No. 163.1570

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CITY OF PFLUGERVILLE, TEXAS

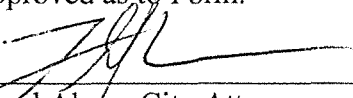
By: 

Name: Brandon Wade

Title: City Manager
Authorized Representative

Date: 1-26-2010

Approved as to Form:


Floyd Akers, City Attorney

Date: 1-27-2010

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe, County Judge

Date: _____

**INTERLOCAL AGREEMENT
CITY OF SUNSET VALLEY AND TRAVIS COUNTY
HAZARD MITIGATION ACTION PLAN FOR 2010**

STATE OF TEXAS §
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COUNTY OF TRAVIS §

This Agreement is made and entered into by and between City of Sunset Valley, Texas (the "City") and Travis County, Texas (the "County"), hereinafter collectively referred to as the "Parties," upon the premises and for the consideration stated herein.

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(b) Notice. Any notice given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

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City of Sunset Valley
3205 Jones Road
Sunset Valley, Texas 78745

COUNTY: Joe Gieselman, Executive Manager, TNR
P.O. Box 1748
Austin, Texas 78767

WITH A COPY TO: David Escamilla
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P.O. Box 1748
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Attention: File No. 163.1570

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CITY OF SUNSET VALLEY, TEXAS

By: _____

Jeffrey D. Mills, Mayor

Date: _____

2-26-2010

TRAVIS COUNTY, TEXAS

By: _____

Samuel T. Biscoe, County Judge

Date: _____

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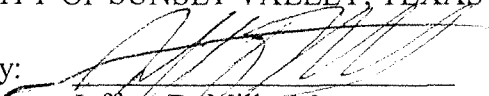
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CITY OF SUNSET VALLEY, TEXAS

By:


Jeffrey D. Mills, Mayor

Date:

2-26-2010

TRAVIS COUNTY, TEXAS

By:

Samuel T. Biscoe, County Judge

Date:

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 - (f) Facilitating city consideration of possible adoption of the final plan (including presenting to the City Council for consideration and action); and
 - (g) Paying a \$2,500 portion of plan preparation costs.

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 - (b) Notice. Any notice given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

CITY: Clay Collins, City Administrator
City of Sunset Valley
3205 Jones Road
Sunset Valley, Texas 78745

COUNTY: Joe Gieselmann, Executive Manager, TNR
P.O. Box 1748
Austin, Texas 78767

WITH A COPY TO: David Escamilla
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attention: File No. 163.1570

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CITY OF SUNSET VALLEY, TEXAS

By: 

Jeffrey D. Mills, Mayor

Date: 2-26-2010

TRAVIS COUNTY, TEXAS

By: _____

Samuel T. Biscoe, County Judge

Date: _____

**INTERLOCAL AGREEMENT
VILLAGE OF THE HILLS AND TRAVIS COUNTY
HAZARD MITIGATION ACTION PLAN FOR 2010**

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The Hills, Texas 78738

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P.O. Box 1748
Austin, Texas 78767

WITH A COPY TO: David Escamilla
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VILLAGE OF THE HILLS, TEXAS

By: 

Name: DAN ROARK

Title: VILLAGE ADMINISTRATOR
Authorized Representative

Date: 12 29 09

Approved as to Form:

Assistant City Attorney

Date: _____

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe, County Judge

Date: _____

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By: Dr. Smith

Title: VILLAGE ADMINISTRATOR
Authorized Representative

Approved as to Form:

Date: _____

By: _____
Samuel T. Biscoe, County Judge

214887-1

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VILLAGE OF THE HILLS, TEXAS

By: 

Name: DAN ROARK

Title: VILLAGE ADMINISTRATOR
Authorized Representative

Date: 12 29 09

Approved as to Form:

Assistant City Attorney

Date: _____

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe, County Judge

Date: _____

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By: 

Name: DAN ROARK

Title: VILLAGE ADMINISTRATOR
Authorized Representative

Date: 12 29 09

Approved as to Form:

Assistant City Attorney

Date: _____

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe, County Judge

Date: _____

TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUESTVoting Session: March 16, 2010

Work Session: _____

I. A. Request made by: Joseph Gieselman, Executive Manager Phone # 854-9383

B. Requested Text:

**CONSIDER AND TAKE APPROPRIATE ACTION REGARDING PROPOSED
COMMENT LETTERS TO THE TEXAS COMMISSION ON ENVIRONMENTAL
QUALITY ON PROPOSED SURFACE WATER QUALITY STANDARDS AND RELATED
IMPLEMENTATION PROCEDURES.**

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

TNR: Jon White, Thomas Weber

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 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)

- X 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.

05
TRANSPORTATION AND NATURAL RESOURCES
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER
NATURAL RESOURCES & ENVIRONMENTAL QUALITY



411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697

Date: March 16, 2010

MEMORANDUM

TO: Members of the Commissioners' Court

FROM: Joseph P. Gieselman, Executive Manager, TNR

SUBJECT: Proposed Revisions to the Texas Surface Water Quality Standards by the Texas Commission on Environmental Quality

Proposed Motion: Consider and Take Appropriate Action Regarding Proposed Comment Letters to the Texas Commission On Environmental Quality on Proposed Surface Water Quality Standards and Related Implementation Procedures.

Summary and Staff Recommendation:

TNR recommends the Commissioners' Court submit comments in two letters to the Texas Commission on Environmental Quality (TCEQ). One letter would provide comments regarding a proposed rule that would revise Texas Surface Water Quality Standards. A second letter would provide comments on a proposed guidance document that governs the specific procedures the TCEQ would use to implement its standard entitled: *Procedures to Implement the Texas Surface Water Quality Standards, RG-194*. Comments are due on March 17, 2010. Surface water quality standards and the associated procedures are important to Travis County since they govern requirements for wastewater discharges, storm water discharges, assessment of whether the standards are being achieved, as well as when and how TCEQ develops plans to address impairments of water quality.

The rule making and procedural changes proposed by TCEQ span a wide range of issues of importance to many interests. TNR has focused principally on issues that are relevant to Travis County and our local surface water resources. For the first time, TCEQ is proposing numeric standards for nutrients in three reservoirs within our county (Lake Travis, Lake Austin, and Lady Bird Lake). The proposed standards establish objective benchmarks for nutrients, but the proposed methodology would establish *de facto* concentration standards that are higher than proposed actual standards and higher than nutrient levels that have been observed and

maintained historically. Additionally, TCEQ proposes screening procedures to address nutrient impacts from wastewater discharges into other reservoirs and streams where numeric standards are not yet proposed.

Staff recommends that the Court advocate for more stringent methods to be established to protect our surface waters from nutrient pollutants. Staff also recommends that the Court advocate for holding the current line on proposals relating to contact recreation standards that affect how much *E. coli* is acceptable in our surface waters.

Background:

TCEQ is responsible under state and federal law for setting and periodically revising water quality standards (WQS). TCEQ solicited comments in early 2009 from stakeholders on draft proposals to revise its WQS. After consideration of stakeholder input, the agency is now proceeding to a formal rule proposal.

Nutrient Levels. One of the goals of the current rule making effort is to establish numerical nutrient criteria and screening levels to protect numerous reservoirs across the state from excessive growth of aquatic vegetation related to nutrients. Staff strongly supports the establishment of the nutrient level standards. However, staff considers the proposed methodology for implementing these standards to be unacceptable. Under the TCEQ proposal, criteria and screening levels for nutrients are to be adjusted to minimum levels that can generally be quantified by laboratory chemical analyses. When the chlorophyll *a* criterion (standard) is set at a level below 5.00 ug/L (as is the case in each of the Travis County reservoirs where the criterion is at 2.45 ug/L), *then the criterion is set and applied at 5.00 ug/L* (italics added). This establishes a de facto standard of 5.00 ug/L – double the numeric standard and more than double the current condition - for measurement reasons despite the fact that we know that the level can be quantified down to 2.00 ug/L.

Bacteria and Contact Recreation. Contact Recreation is recreation in streams, reservoirs, and coastal waters where there is a likelihood of ingestion of water, including swimming, wading by children, skiing, boarding, canoeing, kayaking, etc. Currently, contact recreation is established in the WQS as a use that applies to nearly all surface waters in Texas. Monitoring is done through water sampling of streams and reservoirs to determine if this use is met – specifically whether the sampling results exceed a numerical standard. States and the United States Environmental Protection Agency (USEPA) use an *E. coli* test as an indicator of bacterial quality of surface waters. The current state standard is set as a long-term geometric average; specifically *E. coli* shall not exceed 126 colony-forming-units (cfu) per 100 ml. TCEQ proposes to revise the standard for all freshwater to an initial value of 206 cfu/100 ml. Since exceeding the standard is an “alarm bell” that triggers pollutant reduction plans and enforceable actions there is a greater risk of exposure before action is triggered.

USEPA is under court order to recommend a new and more suitable indicator of bacteriological quality by 2012. For Travis County waters, there is very little concern with the existing 126 standard and it seems prudent to maintain the existing standard until USEPA provides updated guidelines.

In previous staff comments to TCEQ, TNR recommended that the criterion of 126 cfu/100 ml be retained as the Primary Contact Recreation standard for a list of specific water bodies within Travis County.

Budgetary and Fiscal Impact:

None identified.

Issues and Opportunities:

The proposed rules will have an impact on surface water quality within Travis County as well as on quality of life for Travis County residents. Travis County operates several county parks that include stream frontage and lakeshore settings where contact recreation occurs. In addition there are many opportunities for the public to have contact with surface waters on other public and private lands. Travis County continues to implement plans to expand existing park facilities, add new park lands for the recreating public and to provide expanded public access to waterways. Population pressure on county park facilities and recreational demand, in general, will continue to grow and future contact recreation activities will grow as well.

cc: Thomas Weber, TNR
Jon A. White, TNR
Charles Bergh, TNR

Attachments:

1. Draft letter to TCEQ regarding Texas Surface Water Quality Standards rule proposal
2. Draft letter to TCEQ regarding proposed procedures to implement the Texas Surface Water Quality Standards

JPG/JW&TW

March 16, 2010

Mr. Michael Parrish
Office of Legal Services (MC-205)
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087

Re: Rule Project Number 2007-002-307-EN

Dear Sir:

Travis County appreciates the opportunity to comment on the proposed triennial revisions to the Texas Surface Water Quality Standards, Title 30, Texas Administrative Code, Chapter 307. Overall, the TCEQ is proposing requirements and criteria that will provide surface waters in Texas with greater protection. It is appreciated that the TCEQ sought out stakeholders and provided meaningful opportunities for input throughout a multiple year process. Travis County provides the following specific comments on the proposed rule for your consideration:

1. Travis County strongly supports the addition of site-specific criteria for protection of attainable aquatic life uses in Appendix D for water bodies in our jurisdiction:
 - a. An exceptional aquatic life use is proposed for a reach of Dry Creek downstream from the confluence with the North Fork of Dry Creek. Dry Creek is a tributary of the Colorado River, Segment 1428, in southeast Travis County, where outstanding integrity of the aquatic biota has been documented to exist.
 - b. A high aquatic life use is proposed for the reach of Gilleland Creek downstream of Ward Spring in the area of Pflugerville. Gilleland Creek is a tributary of the Colorado River, Segment 1428.
 - c. A high aquatic life use is proposed for Harris Branch, a tributary of the Colorado River, Segment 1428, in northeast Travis County.
2. Travis County strongly supports the adoption of the proposed numerical nutrient criteria for Lake Travis (Segment 1404), Lake Austin (Segment 1403), and Lady Bird Lake (Segment 1429). The proposed criteria for chlorophyll *a*, total phosphorus, and Secchi depth protect these exceptionally pristine aquatic resources from degradation by nutrient pollutants. It is noted that the criteria for

Lake Travis and Lake Austin, based upon historic data, are among the most transparent and nutrient-free reservoirs in all of Texas.

3. The following passage is an excerpt from proposed Appendix F:

“Criteria and screening levels in the following table are adjusted to minimum levels that could generally be quantified by laboratory chemical analyses. When a chlorophyll *a* criterion is below 5.00 ug/L, then the criterion is set and applied at 5.00 ug/L. When a TP screening level is below 0.04 mg/L, then the screening level is set and applied at 0.04 mg/L.”

Travis County considers this proposed practice unacceptable. Quantification levels for chlorophyll *a* and total phosphorus can be achieved at levels lower than what is proposed. Since at least 2007 it has been routine for a Clean Rivers Program partner of TCEQ to achieve quantification to 2 ug/L. We note the TCEQ utilized historic data to derive mean values for Lake Travis and Lake Austin at concentrations approximately one-half the values cited in the above passage. Presumably, those data were acceptable from a quantification standpoint.

It is recommended that text in Appendix F be added to reflect the necessity for special laboratory techniques for analyses of chlorophyll *a* and total phosphorus when a criterion is less than the “general quantification level”. If the criteria for chlorophyll *a* and total phosphorus are set at *de facto* values of 5.00 ug/L and 0.04 mg/L, respectively, then degradation of Lake Travis and Lake Austin could potentially be allowed until concentrations of chlorophyll *a* and total phosphorus approximately double.

4. TCEQ proposes a statewide relaxation of the primary contact recreation standards by adjusting the geometric mean criterion for *E. coli* from the current 126 cfu/100 ml to a less stringent 206 cfu/100 ml. Travis County believes it is inappropriate to make this revision as a statewide change. It is recommended that the criterion of 126 cfu/100 ml be maintained for each classified segment within Travis County, as well as significant unclassified waters adjoining Travis County Parks. A list of these water bodies is enclosed describing these areas. Our opposition to this proposal is four-fold: 1) there is not significant concern in Travis County among stakeholders that the existing criterion is overly protective necessitating a relaxation; 2) a standard with the lesser risk of gastro-intestinal illness by swimmers is a preferable policy; 3) if a water body is experiencing an increase in *E. coli* over time, the response to an increasing problem is delayed further until an impairment is determined under the less stringent standard; and 4) the U.S. Environmental Protection Agency is under court order to devise a more appropriate contact recreation indicator by 2012, and therefore, the existing

criterion should remain until new recommendations are available in the short time ahead.

5. Travis County is generally supportive of the proposed procedures the TCEQ will use to screen wastewater discharge proposals for nutrient impacts to reservoirs with numerical criteria and for reservoirs and streams where only narrative criteria are in place. Specific concerns and recommendations are being provided under separate cover on the proposed *Procedures to Implement the Texas Surface Water Quality Standards, RG-194*.

We ask that you carefully consider this public comment as a final rule is developed. If you have any questions, please feel free to contact Mr. Jon A. White, Environmental Officer for the Travis County Commissioners' Court at (512) 854-7212 or Mr. Thomas Weber, Environmental Quality Program Manager at 854-4629.

Sincerely,

Samuel T. Biscoe
County Judge
Travis County, Texas

cc: USEPA, Region 6, Dallas

Reservoirs and Streams in Travis County
Recommended for Protection
Under the Existing *E. coli* Criterion of 126 cfu/100 ml:

Segment 1428, Colorado River downstream of Lady Bird (Town) Lake *

Segment 1429, Lady Bird Lake

Segment 1403, Lake Austin

Segment 1404, Lake Travis *

Segment 1427, Onion Creek *

Gilleland Creek *

Segment 1430, Barton Creek

Bee Creek (tributary of Lake Travis)

Hamilton Creek *

Pogue Springs *

Segment 1414, Pedernales River *

Cypress Creek

Big Sandy Creek

* Denotes water bodies in or adjacent to a Travis County Park

March 16, 2010

Mr. David Galindo
Water Quality Division (MC 150)
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087

Re: Implementation Procedures, RG-194

Dear Sir:

Travis County appreciates the opportunity to comment on the proposed *Procedures to Implement the Texas Surface Water Quality Standards, RG-194*. Travis County provides the following specific comments on the proposed document for your consideration:

1. Footnote 1 on page 220 identifies Segments 1427 and 1430 as crossing the contributing and recharge zones of the southern section of the Edwards Aquifer. However, on page 14 of the document, Table 3 does not include Segments 1427 and 1430 as segments in the southern section of the Edwards Aquifer. This discrepancy needs to be resolved.
2. On page 17 of the document, bacteria source tracking (BST) is listed as one of several methods that could result in a water body being classified with a secondary contact recreation use. At the present time, BST is a rough screening tool or a way to estimate broad categories of sources of bacteria. In many instances, "unknown source" is a higher percentage than any specific animal source. Using present techniques, BST cannot reliably be used as a *sole* method for classification of a water body. It is recommended that a weight of evidence approach using all methods be adopted as the guidelines. Travis County recommends re-wording of this passage, as follows:

"In situations where the weight of all evidence obtained from sanitary surveys, bacteria source tracking, use attainability analyses, and similar studies demonstrates that wildlife sources of bacteria are unavoidably high (such as in wildlife preserves with very large waterfowl populations and limited aquatic recreational potential), site-specific uses, such as secondary contact recreation, may be designated for individual water bodies in the Standards."

3. Travis County is generally supportive of the proposed procedures the TCEQ will use to screen wastewater discharge proposals for nutrient impacts to reservoirs with numerical criteria and for reservoirs and streams where only narrative criteria are in place. A specific framework for assessing the impact of nutrient pollutants is greatly needed and the proposals of TCEQ are a major step forward. However, we provide the following specific comments and concerns on the screening procedures:
 - a. An evaluation distance in stream miles from a reservoir is identified, for instance on pages 22 and 29 of the document. The document should more explicitly state that the distance is to where the stream flows to the normal pool elevation of a reservoir.
 - b. The screening methods for assessing narrative nutrient impacts include weight-of-evidence approaches for discharges to reservoirs and to streams. In both approaches, the sensitivity to growth of aquatic vegetation would be based upon site specific data if it is available (see pages 31 and 40). It is unclear what rating (high, moderate, low, or not applicable) the TCEQ would give a proposal when there is no site specific data. It is recommended that either an assessment be required or to use a high rating as a default if site specific data is not obtained.
 - c. Also in both approaches is an evaluation of consistency with similar permits (see pages 32 and 41). This method seems appropriate only when there has already been an in-depth assessment of a watershed and when it was previously determined that nutrient impacts need control through phosphorus effluent limitations. The proposed method is not suitable when there have been no prior proposals for discharge in the vicinity, when previous assessments were not conducted, or when evaluations were performed more than five years ago. Additionally, the approach does not take into account nutrient impacts from either urban storm water or nonpoint source discharges. Cumulatively, all these factors are important when evaluating a proposal for wastewater discharge.
 - d. The screening methods for assessing narrative nutrient impacts for discharges to streams include a “streamflow sustainability” approach (see page 41). It is recommended that a rating of high be set for both the perennial streams and the intermittent streams with perennial pools and no score of moderate would be used. A rating of high is appropriate for many Hill Country area streams that are highly vulnerable to nutrient impacts even though many streams exhibit an intermittent flow with perennial pools.
 - e. For both the reservoir and stream screening methods, the weight-of-evidence approach appears to weight each of ten factors equally. Each of these factors is not equally important or of exactly the same importance in each specific case. While it may be difficult to perfect the weighting, it is recommended that the TCEQ double the value of the screening approach

(relative to the remaining screening methods) for “existence of listed concern for nutrients or aquatic vegetation” (see pages 35 and 42). It is very appropriate that more weight be placed on previous assessment information indicating a problem, especially since these data result from TCEQ and EPA-approved assessments.

We ask that you carefully consider this public comment as a final document is developed. If you have any questions, please feel free to contact Mr. Jon A. White, Environmental Officer for the Travis County Commissioners’ Court at (512) 854-7212 or Mr. Thomas Weber, Environmental Quality Program Manager at 854-4629.

Sincerely,

Samuel T. Biscoe
County Judge
Travis County, Texas

cc: USEPA, Region 6, Dallas

21

Travis County Commissioners Court Agenda Request

Voting Session 03/16/10
(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 to cancel an alternative fiscal agreement for Coopers Meadow, Section One - a subdivision in Precinct 4.

- C. Approved by: _____
Commissioner Margaret Gomez, Precinct 4

- 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:

AB Anna Bowlin - 854-9383 John Hille - 854-9415
Joe Arriaga - 854-9383 Teresa Calkins - 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

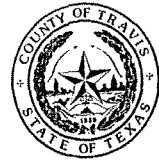
County Attorney's Office (473-9415)

- ____ 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.

15
TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER



411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 473-9383
FAX (512) 708-4649

MEMORANDUM

DATE: March 3, 2010

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Anna Bowlin, Program Manager - Development Services

SUBJECT: Approve the cancellation of an alternative fiscal agreement for Coopers Meadow, Section One - a subdivision in Precinct 4.

Summary and Staff Recommendation:

The original developer, Cooper Alliance of Texas, Ltd, of the subject subdivision entered into an alternative fiscal agreement with Travis County, which was approved by Commissioners Court on October 9, 2007. Coopers Alliance of Texas, Ltd has since sold the property to Licorice Peaks 2010, Ltd.

Licorice Peaks 2010, Ltd, being the new owners, will not pursue the platting and development of this property at this time. With that said, they have requested, in writing, to withdraw the subject plat and its associated construction plans. They further request the release of the fiscal posted by Cooper Alliance of Texas, Ltd. The fiscal (\$147,895.00), which is posted at the City of Austin in the form of a letter of credit, would be returned to Cooper Alliance of Texas, Ltd's bank. The status of the approved preliminary plan for Coopers Meadow will not change.

City of Austin's staff has agreed to this plat withdrawal. Travis County staff has drafted a letter to be signed by Judge Biscoe canceling the alternative fiscal agreement along with all Travis County permits associated with this subdivision. This letter will also approve the release of all fiscal posted for the subject subdivision. Staff recommends approval of the proposed motion.

Budgetary and Fiscal Impacts:

There are no budgetary and/or fiscal impacts. The original developer's posted fiscal will be released back to the issuing financial institution.

Issues and Opportunities:

Under the alternative fiscal agreement the Executive Manager of TNR holds the plat in abeyance and, upon completion of the items listed below, the Director of Planning and Engineering Services authorizes the issuance of a Basic Development Permit for construction of streets and drainage facilities.

This cancellation request is not to cancel a plat. The subject subdivision's plat has not been officially approved by Court nor has it been recorded. This cancellation request is only for the alternative fiscal agreement. Canceling this agreement will mean the new owners (or any future owners) will need to submit a new plat application if they decide to pursue this subdivision's final plat at a later date.

In regards to any permits for this subdivision, Basic Development Permit #07-0191 was assigned, but never issued due to outstanding construction plan comments. Construction was never started.

Background:

Coopers Meadow, Section One would have contained: 24.85 acres; 93 single-family lots; one commercial lot; one drainage, water quality, & access easement lot; and encompassed approximately 3,252 LF of streets.

Required Authorizations:

No additional authorizations are required.

Exhibits:

Cancellation Letter
Request Letter
Location Maps (2)

PS:AB:ps

1102 Coopers Meadow, Section One

January 27, 2010

Mr. Greg Guernsey, Director
c/o Don Perryman
Watershed Protection and Development Review
City of Austin
505 Barton Springs Road
Austin, Texas 78701

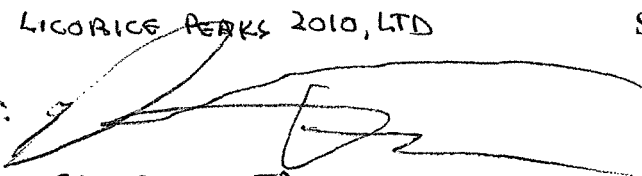
Re: Formal Request to Withdraw and Request for Return of Fiscal;
COOPERS MEADOW SUBDIVISION, SECTION 1
Case No. C8J-05-0174.1A; Final Plat
Case No. C8J-05-0174.1B; Subdivision Construction Plans

Dear Mr. Guernsey:

We are now the owner of the property (the "Property") covered by the above-referenced Final Plat and Construction Plan applications the "Applications". We purchased the Property from Cooper Alliance of Texas, Ltd. ("Cooper"), which was the applicant under the Applications. As owner of the property and to assist Cooper with the return of fiscal, I am writing to formally request a withdrawal of the Final Plat filed under Case No. C8J-05-0174.1A and a withdrawal of the Construction Plans filed under Case No. C8J-05-0174.1B. Along with the withdrawal of the Final Plat and Construction Plans, I am requesting a return or release of all fiscal associated with the Applications and posted with the City of Austin and Travis County to Cooper.

This withdrawal and request for return of fiscal does not pertain to and is not intended to affect the approved Preliminary Plan for the property for Coopers Meadow Subdivision. It is my desire to keep the Preliminary Plan in effect and in good standing.

Thank you for your cooperation. Should you have any questions, please do not hesitate to call me.

By: 
LIGORICE PEAKS 2010, LTD
DAVID C. TROOP

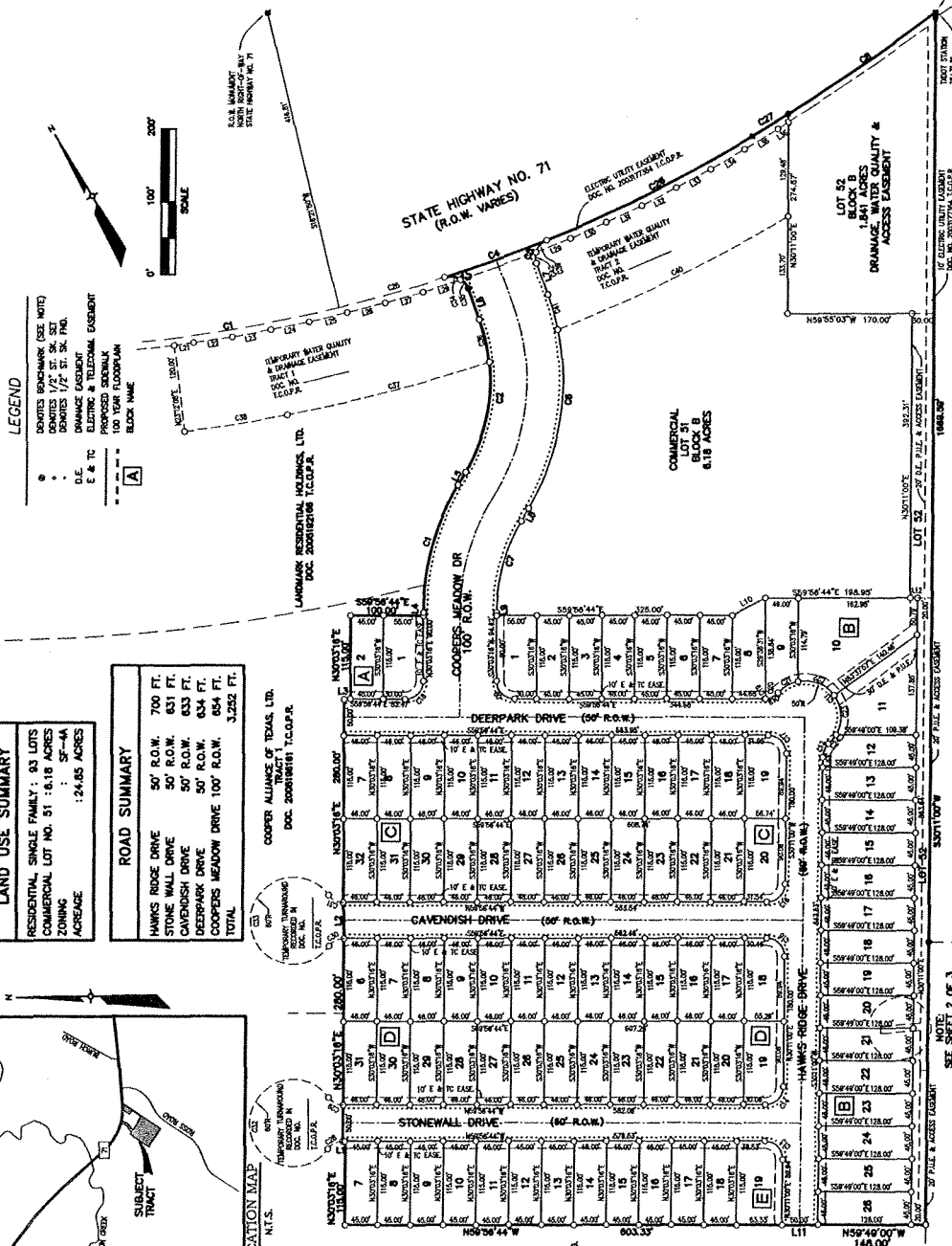
Sincerely,

cc: Don Perryman
Mike Hettenhausen
Don Grigsby
Carol Mandrage

LAND USE SUMMARY

RESIDENTIAL, SINGLE FAMILY :	93 LOTS
COMMERCIAL LOT NO. 51 :	6.18 ACRES
ZONING :	SF-4A
ACREAGE :	24.85 ACRES

ROAD SUMMARY		
HAWKINS RIDGE DRIVE	50' R.O.W.	700 FT.
STONE WALL DRIVE	50' R.O.W.	631 FT.
CAYENDESH DRIVE	50' R.O.W.	633 FT.
DEERPOCK DRIVE	50' R.O.W.	634 FT.
SPARKS MEADOW DRIVE	100' R.O.W.	654 FT.
TOTAL		3,252 FT.

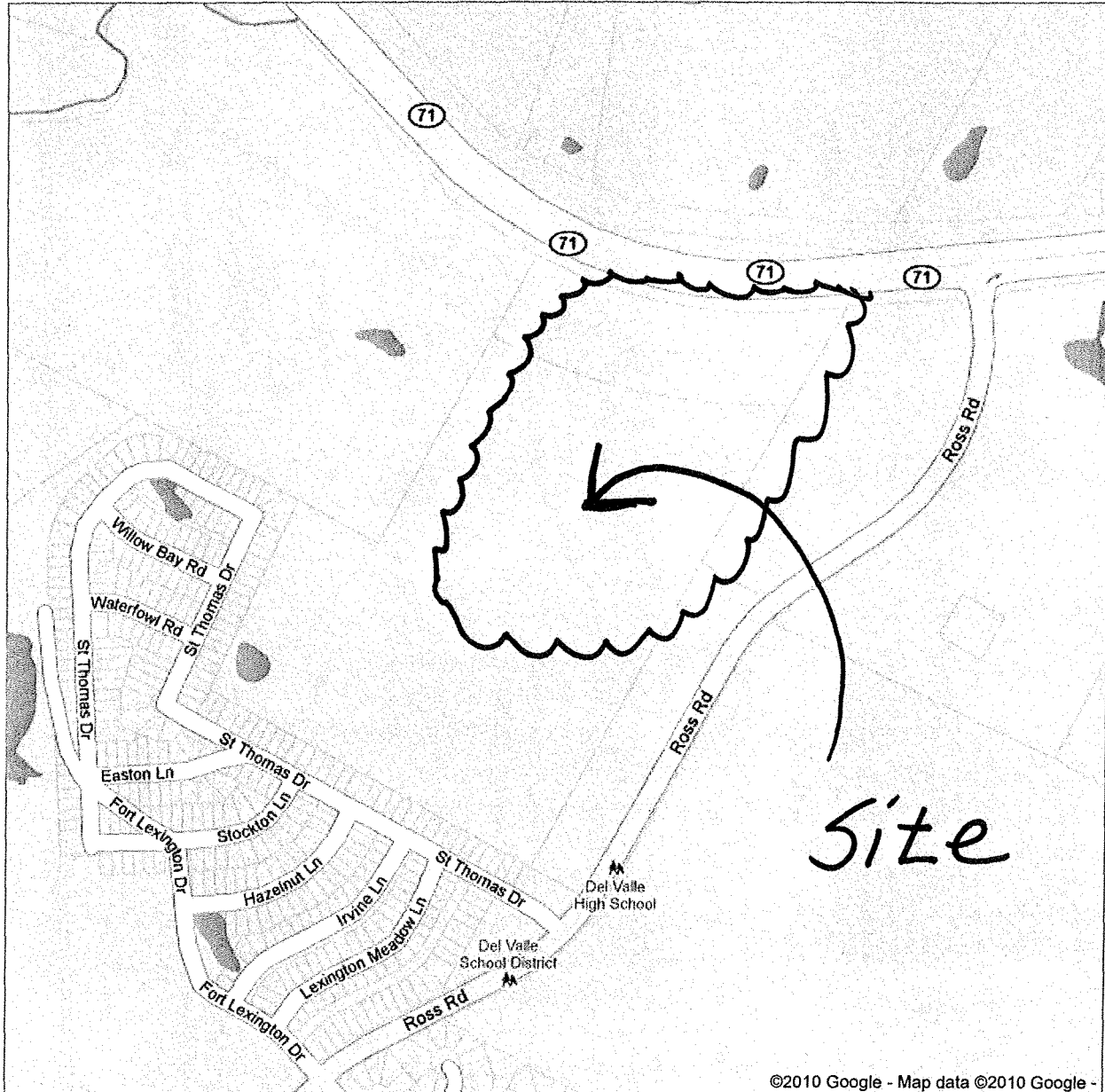


CUATRO
Consultants, LTD

Google maps

Address **Ross Rd**
Del Valle, TX 78617

Notes Approve the cancellation of an
alternative fiscal agreement for
Coopers Meadow, Section
One. Commissioner Gomez,
Precinct 4.



22

Travis County Commissioners Court Agenda Request

Voting Session 3/16/10
(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 request to use Alternative Fiscal and a Cash Security Agreement for The Commons at Rowe Lane Phase IIIA, a subdivision in Precinct 2.**

C. Approved
by: [Signature]
Commissioner Sarah Eckhardt, Precinct 2

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:

AB Anna Bowlin - 854-9383
Joe Arriaga - 854-9383

John Ellis - 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)

____ 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, 11th Floor
P. O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697

MEMORANDUM

DATE: March 3, 2010

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Division Director, Development Services

SUBJECT: Approve the use of Alternative Fiscal and a Cash Security Agreement for the The Commons at Rowe Lane Phase IIIA, a subdivision in Precinct 2

Summary and Staff Recommendation:

The developer of the subject subdivision requests to have the plat held in abeyance while the street and drainage facilities are constructed. The fiscal is posted with the Cash Security Agreement, attached. Staff recommends approval of the proposed motion.

Budgetary and Fiscal Impacts:

Alternative Fiscal allows the developer to post only enough to restore the area should the developer not be able to complete the construction. However, the City of Pflugerville will not record the plat until the subdivision is built. Therefore the developer is required to go Alternative Fiscal to get the Travis County Basic Development Permit. The fiscal will be used for the development of this subdivision.

Issues and Opportunities:

Under Alternative Fiscal the Executive Manager of TNR holds the plat in abeyance and, upon completion of the items listed below, the Executive Manager authorizes the issuance of a Basic Development Permit for construction of streets and drainage facilities.

Plat Status

The City of Pflugerville has approved the Preliminary Plan. It is the City of Pflugerville's procedure not to approve the plat until the improvements are built. The plat has been reviewed by Travis County staff, and all comments have been addressed. The plat meets Travis County standards and has everything in place such that it could be recommended for approval at this time.

Revegetation/Erosion Control Fiscal

The fiscal for restoration has been posted with Travis County as a Cash Security Agreement in the amount of \$58,595.00.

Access to Publicly Maintained Road

The subdivision takes access from Meridian Boulevard, a street in The Commons at Rowe Lane Phase IIA, a street accepted for maintenance by Travis County.

Waste Water Service

Water and wastewater service for this subdivision will be provided by the Manville Water Supply Corporation and the City of Pflugerville, respectively.

Construction Plans and Engineer's Estimate of Construction Cost Approved

The reviewer for the City of Pflugerville has approved the construction plans and is ready to sign the cover sheet. All construction plan comments, by Travis County staff, have been addressed and the reviewer is prepared to sign cover sheet of plans, which describe the improvements, and issue Permit #08-1268. The estimated cost of the improvements includes all costs related (including temporary erosion controls, etc.) to construct all streets and drainage facilities. The current estimate of the street and drainage construction cost for all internal improvements is \$767,459.30.

The developer has signed the attached statement acknowledging that this action does not imply or guarantee plat approval by the Commissioners' Court and that he/she understands the constraints related to the use of Alternate Fiscal.

Background:

This subdivision covers 13.771 acres, containing 50 lots and 2440 l.f. of street.

Required Authorizations:

No additional authorizations are required. The form of the Cash Security Agreement is from the Standards for Construction of Streets and Drainage in Subdivisions that were in place before August 28, 1997.

Exhibits:

Alternate Fiscal Acknowledgment
Extension of Sixty-Day Period
Cash Security Agreement
Site Location Maps

DV:AB:dv

1102 Commons at Rowe Lane Ph IIIA

Exhibit 82.401 (D)

(d) Alternative Fiscal Policy Request and Acknowledgement

STATE OF TEXAS §

COUNTY OF TRAVIS §

TO THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS:

The undersigned Owner proposes to subdivide that certain tract of land more particularly described in **Exhibit "A"**, which is attached hereto and made a part hereof. The Owner requests that Travis County's Transportation and Natural Resources Department ("TNR") hold the proposed plat of land in abeyance until all of the proposed subdivision improvements have been constructed to Travis County Standards for the Construction of Streets and Drainage in Subdivisions (the "Standards") to the satisfaction of the Executive Manager of TNR. In order to qualify for this Alternative Fiscal Policy, the proposed subdivision must meet the access criteria set forth in the Standards.

Under this Policy, the Owner is not required to post fiscal Security to secure the construction of the Improvements, but is required to obtain a Travis County Development Permit. The owner will be required to post fiscal for boundary streets improvements if they are not to be completed during the construction of the Improvements. Additionally, the Owner shall file Security with the submitted Final Plat to secure restoration of disturbed areas should construction not be completed.

Upon satisfactory completion of the Improvements, the submitted plat shall be forwarded by TNR to the Commissioners Court for approval and recording.

If the Owner elects to proceed under this option, the Owner acknowledges and agrees that, until the plat is filed, the Owner may not use the proposed subdivision's description in a contract to convey real property, unless the conveyance is expressly contingent on the recording and approval of the final plat and the purchaser is not given the use or the occupancy of the real property before the recording of the final plat, under penalty of prosecution under Section 12.002 of the Texas Property Code. In addition, the approval of Alternative Fiscal in no way constitutes approval of the proposed plat.

If the plat is to be approved and filed, the Owner must post Security in the amount of 10% of the cost of the completed Improvements to secure the performance of the construction of the Improvements for one year from the date of the approval of the plat and acceptance of the construction by the County.

Alternative Fiscal

Executed this 19 day of January, 2010.

OWNER: Commons at Rose Lane, LP

By: Rose Common Corp, G.P

Name: Lee Nicol

Title: President

Authorized Representative

Address

City, State

Phone

Fax

2929 W. 5th St, STE A

FORT WORTH, TEXAS 76107

817. 332. 9600

817. 332. 1400

ACKNOWLEDGEMENT

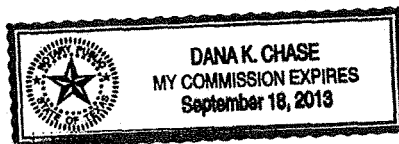
STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 19 day of January, 2010, by Lee Nicol in the capacity stated herein.

Dana K Chase
Notary Public in and for the State of Texas

Dana K. Chase
Printed or typed name of notary



My Commission Expires: 09-18-2013

TRAVIS COUNTY, TEXAS:

By: _____
County Judge

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me by County Judge Samuel T. Biscoe, on the _____
day of _____, 2010, in the capacity stated herein.

Notary Public in and for the State of Texas

Printed or typed name of notary
My commission expires: _____

Exhibit 82.401 (D) (d) Alternative Fiscal Request and Acknowledge – page 4 of 4

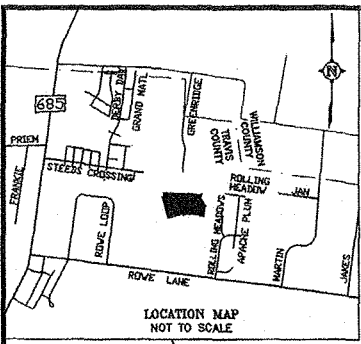
SAMPLE EXHIBIT "A" OR FIELD NOTES

Alternative Fiscal

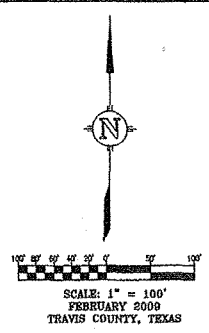
EXHIBIT "A"

That certain tract of land described as The Commons At Rowe Lane Phase III: A subdivision is 13.771 acres, being a portion of that same tract of land described in Volume _____, Page _____ or Document No. _____ of the Real Property Records of Travis County, Texas, as delineated on a plat under the same name which will be held in abeyance until approval is granted by the Travis County Commissioners' Court.

FINAL PLAT THE COMMONS AT ROWE LANE PHASE III-A



- LEGEND**
- 1/2" IRON ROD FOUND
 - 1/2" IRON ROD WITH CAP SET
 - CONCRETE MONUMENT SET
 - BENCHMARK
 - RIGHT-OF-WAY
 - BUILDING SETBACK LINE
 - PUBLIC UTILITY EASEMENT
 - SIGHT DISTANCE EASEMENT
 - BLOCK LETTER
 - R.P.R.T.C.T. REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
 - O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
 - P.R.T.C.T. PLAT RECORDS TRAVIS COUNTY, TEXAS
 - SIDEWALK



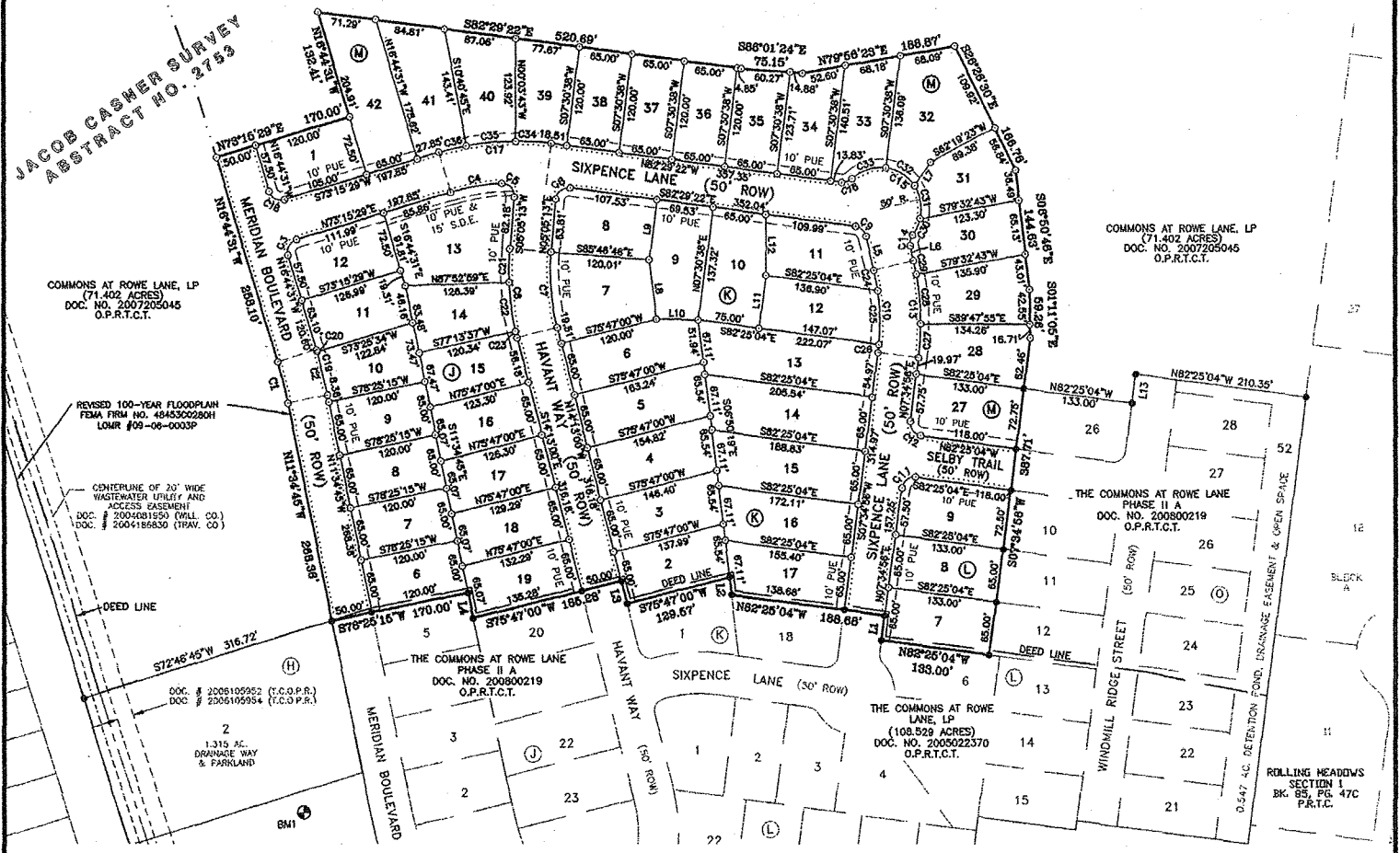
COMMONS AT ROWE LANE, LP
(71.402 ACRES)
DOC. NO. 2007205045
O.P.R.T.C.T.

COMMONS AT ROWE LANE, LP
(71.402 ACRES)
DOC. NO. 200800219
O.P.R.T.C.T.

COMMONS AT ROWE LANE, LP
(71.402 ACRES)
DOC. NO. 2007205045
O.P.R.T.C.T.

REVISED 100-YEAR FLOODPLAIN
FEMA FIRM NO. 4845302280H
LOWR #09-06-0003P

CENTERLINE OF 30' WIDE
WASTEWATER UTILITY AND
ACCESS EASEMENT
DOC. NO. 2004081550 (TRAV. CO.)
DOC. NO. 2004185830 (TRAV. CO.)



LINE	BEARING	LENGTH
L1	N07°14'56"E	30.25
L2	N05°50'19"W	21.48
L3	N11°13'00"W	28.33
L4	N11°34'45"W	31.60
L5	S13°27'28"E	42.03
L6	N13°27'28"E	18.30
L7	N34°15'58"E	34.68
L8	N08°53'33"W	73.08
L9	N07°30'38"E	72.50
L10	N08°05'19"W	51.76
L11	N07°30'38"E	65.00
L12	N00°21'02"W	73.10
L13	S07°34'56"W	35.87

ACREAGE	BLOCK J	2.817 AC.
ACREAGE	BLOCK K	3.800 AC.
ACREAGE	BLOCK L	0.617 AC.
ACREAGE	BLOCK M	3.850 AC.
ACREAGE	RIGHT-OF-WAY	2.887 AC.
TOTAL ACREAGE		13.771 AC.

LINEAR FEET OF NEW STREETS	SIXPENCE LANE	50' ROW 1228 L.F.
LINEAR FEET OF NEW STREETS	HAVANT WAY	50' ROW 488 L.F.
LINEAR FEET OF NEW STREETS	SELBY TRAIL	50' ROW 133 L.F.
LINEAR FEET OF NEW STREETS	MERIDIAN BOULEVARD	50' ROW 581 L.F.
TOTAL		2440 L.F.

LAND USE
SINGLE FAMILY LOTS= 50

CUMULATIVE DENSITY CALCULATIONS
TOTAL NUMBER OF RESIDENTIAL UNITS= 50
TOTAL AREA OF RESIDENTIAL LOTS AND LOCAL AND COLLECTOR STREETS= 13.771 AC.

BENCHMARK LIST

BM#1: COTTON SPINDLE SET IN THE
SOUTHWEST BASE OF A 13" LIVE OAK.
APPROX. 700' NORTH OF INTERSECTION
OF WINDMILL RANCH AVE. & COMMONS
PARKWAY.
NORTHING= 10,152,756.13
EASTING= 3,167,197.81
ELEV.= 687.87

BM#2: ARROW MARK IN CONCRETE ON
NORTH EDGE OF WINDMILL RANCH AVE.
UP.
NORTHING= 10,154,130.49
EASTING= 3,168,557.76
ELEV.= 695.10

CURVE	LENGTH	RADIUS	CHORD	BEARING	CHORD
C1	51.81	575.00	509.46"	N14°09'38"W	51.79
C2	56.32	625.00	509.46"	N14°09'38"W	56.30
C3	23.54	15.00	80°00'00"	S28°15'29"W	21.21
C4	62.29	275.00	12°58'44"	S72°44'51"W	62.16
C5	25.68	15.00	89°51'00"	N44°20'17"W	22.79
C6	109.50	325.00	18°18'13"	S04°33'54"E	108.88
C7	92.05	275.00	18°18'13"	S04°33'54"E	92.21
C8	24.20	15.00	92°25'28"	S51°17'59"W	21.68
C9	18.07	15.00	89°01'54"	N47°58'25"W	17.00
C10	100.98	275.00	21°02'24"	N02°56'10"W	100.42
C11	23.56	15.00	90°00'00"	S22°34'56"W	21.21
C12	23.56	15.00	90°00'00"	S37°25'04"E	21.21
C13	119.35	325.00	21°02'24"	N02°56'16"W	118.68
C14	13.62	15.00	52°01'12"	S12°33'09"W	13.16
C15	151.03	50.00	12°04'18"	N47°58'25"W	99.82
C16	13.62	15.00	52°01'12"	N21°30'22"E	13.16
C17	137.57	325.00	2°15'09"	S85°23'04"W	136.54
C18	23.56	15.00	90°00'00"	S81°44'31"E	21.21
C19	54.49	625.00	4°59'41"	N14°04'35"W	54.47
C20	1.85	625.00	0°10'05"	N18°39'28"W	1.85
C21	40.86	325.00	7°12'14"	S07°29'08"W	40.84
C22	60.44	325.00	10°39'22"	S07°29'08"W	60.36
C23	8.19	325.00	1°26'37"	S12°28'41"E	8.19
C24	24.99	275.00	5°12'25"	N10°51'15"W	24.98
C25	65.96	275.00	1°24'35"	N07°22'46"W	65.80
C26	10.03	275.00	2°05'25"	N08°32'14"E	10.03
C27	41.67	325.00	7°22'51"	N03°38'31"E	41.64
C28	60.44	325.00	10°39'22"	N05°07'36"W	60.36
C29	17.03	325.00	3°00'11"	N11°57'22"W	17.03
C30	22.03	50.00	25°14'43"	N26°56'24"E	21.85
C31	41.09	50.00	47°05'13"	N10°13'34"W	39.94
C32	42.58	50.00	48°47'42"	N08°10'02"W	41.31
C33	45.33	50.00	51°56'42"	S71°47'47"W	45.78
C34	42.95	325.00	7°14'11"	N08°16'32"W	42.92
C35	40.72	325.00	10°17'02"	S84°37'46"W	40.14

THE COMMONS AT ROWE LANE, PHASE III-A

OWNER/SUBDIVIDER: THE COMMONS AT ROWE LANE, LP
2929 WEST 5TH STREET, SUITE A
FORT WORTH, TEXAS 76107
PHONE: (817)332-9600 FAX: (817)332-1400

ACREAGE: 13.771 AC.
SURVEY: JACOB CASNER SURVEY A-2753
NUMBER OF BLOCKS: 4
NUMBER OF LOTS: 50
LINEAR FEET OF NEW STREETS: 2440 L.F.
DATE: FEBRUARY, 2009
SURVEYOR: ZAMORA-WARRICK AND ASSOCIATES, L.L.C.
4412 SPICEWOOD SPRINGS RD., SUITE 200
AUSTIN, TEXAS 78759
PHONE: (512)241-1078 FAX: (512)241-1392
ENGINEER: GRAY + JANSING & ASSOCIATES, INC.
8217 SHOAL CREEK BLVD., SUITE 200
AUSTIN, TEXAS 78757-7592
PHONE: (512)452-0371 FAX: (512)454-9933

DATE	BY	REVISIONS

Zamora-Warrick & Associates, L.L.C.
Professional Land Surveyors
4412 Spicewood Springs Rd, Suite 200 Austin, Texas 78759
Tel (512) 241-1078 • Fax (512) 241-1392

GRAY + JANSING & ASSOCIATES, INC.
Consulting Engineers
8217 Shoal Creek Blvd., Suite 200
Austin, Texas 78757-7592
(512) 452-0371 FAX: (512) 454-9933

TECH: GLF	SURV: GRZ	SHEET
DATE: FEBRUARY, 2009	SCALE: 1" = 100'	1
DRAWING FILE: 06-015-14 PHASE 3ADWG		OF
PROJECT: COMMONS AT ROWE LANE		2

FINAL PLAT
THE COMMONS AT ROWE LANE
PHASE III-A

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

THAT THE COMMONS AT ROWE LANE, L.P., A TEXAS LIMITED PARTNERSHIP, ACTING HEREIN BY AND THROUGH LEE NICOL, PRESIDENT OF ROWE COMMONS CORPORATION, A TEXAS CORPORATION, ITS GENERAL PARTNER, BEING THE OWNER OF 0.670 ACRES OF LAND OUT OF THE JACOB CASNER SURVEY NO. 9, ABSTRACT NO. 2753, SITUATED IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 108.529 ACRE TRACT OF LAND CONVEYED BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2005022370 OF THE OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING THE OWNER OF 13.101 ACRES OF LAND OUT OF THE JACOB CASNER SURVEY NO. 9, ABSTRACT NO. 2753, SITUATED IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 71.402 ACRE TRACT OF LAND CONVEYED BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2007290545 OF THE OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS, PURSUANT TO CHAPTERS 212 AND 232 OF THE TEXAS LOCAL GOVERNMENT CODE, DO HEREBY SUBDIVIDE SAID 13.771 ACRES OF LAND IN ACCORDANCE WITH THE MAP OR PLAT ATTACHED HERETO, TO BE KNOWN AS THE COMMONS AT ROWE LANE PHASE III-A, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS _____ DAY OF _____, 2008, A.D.

THE COMMONS AT ROWE LANE, L.P.
A TEXAS LIMITED PARTNERSHIP
BY: ROWE COMMONS CORPORATION
A TEXAS CORPORATION
ITS GENERAL PARTNER
2929 W. 5TH, SUITE A
FORT WORTH, TEXAS 76107

BY: LEE NICOL, PRESIDENT

THE STATE OF TEXAS §
THE COUNTY OF TRAVIS §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____, 2008, BY LEE NICOL, PRESIDENT OF ROWE COMMONS CORPORATION, A TEXAS CORPORATION, GENERAL PARTNER OF THE COMMONS AT ROWE LANE, L.P., A TEXAS LIMITED PARTNERSHIP, ON BEHALF OF SAID CORPORATION AND LIMITED PARTNERSHIP.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

MY COMMISSION EXPIRES ON _____

PRINTED NAME OF NOTARY

THE STATE OF TEXAS §
THE CITY OF PFLUGERVILLE §

APPROVED THIS _____ DAY OF _____, 2009 A.D., BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PFLUGERVILLE, TEXAS, ON BEHALF OF THE CITY.

B2: NAR HORDER, CHAIRPERSON

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

THIS PLAT IS LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF PFLUGERVILLE, TEXAS, THIS THE _____ DAY OF _____, 2009 A.D.

CA: TROY FLETCHER, PLANNING DIRECTOR

ATTEST:

KAREN THOMPSON, CITY SECRETARY

APPROVED THIS _____ DAY OF _____, 2009 A.D., BY THE CITY COUNCIL OF THE CITY OF PFLUGERVILLE, TEXAS, ON BEHALF OF THE CITY.

CB: JEFF COLEMAN, MAYOR

ATTEST:

KAREN THOMPSON, CITY SECRETARY

THE STATE OF TEXAS §
THE COUNTY OF TRAVIS §

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

A PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 4845300280H FOR TRAVIS COUNTY, TEXAS, DATED SEPTEMBER 26, 2006.

THE LETTER OF MAP REVISION, CASE NO. 09-06-0003P HAS BEEN APPROVED AND REFLECTED ON FEMA FIRM PANEL NO. 4845300280H. THE ULTIMATE 100-YEAR FLOODPLAIN SHOWN IS BASED ON THE STUDY USED FOR THE LETTER OF MAP REVISION. THE ULTIMATE 100-YEAR FLOODPLAIN WILL BE CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN HEREON, UPON COMPLETION OF SUBDIVISION CONSTRUCTION IMPROVEMENTS.

WITNESS MY HAND THIS _____ DAY OF _____, 2008, A.D.

GRAY & JANSING & ASSOCIATES, INC.
8217 SHOAL CREEK BLVD., SUITE 200
AUSTIN TEXAS 78757

JOHN D. HINES
REGISTERED PROFESSIONAL ENGINEER NO. 96691

DATE

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

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

G. RENE ZAMORA
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5682
STATE OF TEXAS
ZAMORA-WARRICK & ASSOCIATES, L.L.C.
4412 SPOCWOOD SPRINGS ROAD, SUITE 200
AUSTIN, TEXAS 78759
PHONE: (512) 241-1078, FAX: (512) 241-1392

DATE



PLAT NOTES AND TRAVIS COUNTY STANDARD NOTES

1. THIS PROPERTY IS OUTSIDE THE CITY OF PFLUGERVILLE CITY LIMITS, BUT WITHIN THE ETJ.
2. NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES OR LANDSCAPING AND OTHER STRUCTURES SHALL BE PERMITTED IN DRAINAGE EASEMENTS EXCEPT AS APPROVED BY TRAVIS COUNTY AND THE CITY OF PFLUGERVILLE.
3. PROPERTY OWNER OR ASSIGNS SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AND UTILITY EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES FOR INSPECTION OR MAINTENANCE OF SAID EASEMENTS.
4. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR ASSIGNS.
5. A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
6. SIDEWALKS SHALL BE CONSTRUCTED ALONG EACH SIDE OF ALL LOCAL STREETS IN THIS SUBDIVISION. SIDEWALK RAMPS FOR HANDICAP ACCESS SHALL BE PROVIDED AT ALL STREET INTERSECTIONS UNLESS NOTED OTHERWISE.
7. A TEN (10) FOOT WIDE PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED PARALLEL WITH AND ADJACENT TO ALL STREET RIGHTS-OF-WAY.
8. THE 25 AND 100 YEAR FLOOD PLAIN WILL BE CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN HEREON.
9. WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY MANVILLE WATER SUPPLY CORPORATION AND THE CITY OF PFLUGERVILLE, RESPECTIVELY.
10. THERE SHALL BE NO OCCUPANCY OF ANY LOT IN THIS SUBDIVISION UNTIL CONNECTION HAS BEEN MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
11. THERE SHALL BE NO OCCUPANCY OF ANY LOT IN THIS SUBDIVISION UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY FOR THE PROPOSED DEVELOPMENT.
12. FLOOD INSURANCE IS MANDATORY FOR BUILDINGS IN FEMA-IDENTIFIED HIGH-RISK AREAS WHICH ARE DESIGNATED FLOOD HAZARD AREAS (FHA). THIS REQUIREMENT APPLIES TO BUILDINGS LOCATED IN PHA'S OR FEMA FLOOD MAPS INCLUDING LOANS FOR MANUFACTURED (MOBILE) HOMES AND COMMERCIAL BUILDINGS. WHENEVER FEDERALLY BACKED LENDERS MAKE, INCREASE, EXTEND OR RENEW A MORTGAGE, HOME EQUITY, HOME IMPROVEMENT, COMMERCIAL OR FARM CREDIT LOAN IN AN FHA, THE LENDER MUST REQUIRE FLOOD INSURANCE.
13. ALL SINGLE FAMILY RESIDENTIAL LOTS IN THIS SUBDIVISION ARE SUBJECT TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS AS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
14. PROPERTY OWNERS AND/OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY (AND OTHER APPROPRIATE JURISDICTIONS) FOR INSPECTION AND MAINTENANCE OF SAID EASEMENTS.
15. STREETLIGHTS SHALL BE PROVIDED IN ACCORDANCE WITH SECTION 156.421 OF THE SUBDIVISION CODE AND ANY OTHER PROVISIONS REQUIRED BY THE CITY OF PFLUGERVILLE. A STREET LIGHTING PLAN SHALL BE APPROVED BY THE APPLICABLE ELECTRIC UTILITY PROVIDER AS WELL AS THE CITY OF PFLUGERVILLE.
16. ALL BUILDING SETBACKS WILL BE IN ACCORDANCE WITH THE COMPREHENSIVE DEVELOPMENT AND CONSERVATION AGREEMENT FOR LANDSCAPE WITH NO. 3, BETWEEN ROWE LANE DEVELOPMENT, LTD., H2H CORPORATION, ATLAN ERNEST PFLUGER, JR., RUBY MAY PFLUGER, PATRICIA PFLUGER HOFFMAN, AND THE CITY OF PFLUGERVILLE, TEXAS, EFFECTIVE DATE

TRAVIS COUNTY COMMISSIONERS COURT RESOLUTION

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

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

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

THE STATE OF TEXAS §
THE COUNTY OF TRAVIS §

I, DANA DEBEAUVOR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 2009, A.D., THE COMMISSIONER'S COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE _____ DAY OF _____, 2009, A.D.

DANA DEBEAUVOR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

BY: DEPUTY

THE STATE OF TEXAS §
THE COUNTY OF TRAVIS §

I, DANA DEBEAUVOR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 2009, A.D., AT _____ O'CLOCK _____ M., DULY RECORDED ON THE _____ DAY OF _____, 2009, A.D., AT _____ O'CLOCK _____ M., PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER _____ OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS _____ DAY OF _____, 2009, A.D.

DANA DEBEAUVOR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

BY: DEPUTY

LEGAL DESCRIPTION

DESCRIPTION OF A 13.771 ACRE TRACT OF LAND, SITUATED IN THE JACOB CASNER SURVEY, ABSTRACT NO. 2753, BEING A PORTION OF THAT CERTAIN 108.529 ACRE TRACT OF LAND CONVEYED TO THE COMMONS AT ROWE LANE, L.P., OF RECORD IN DOCUMENT NO. 2005022370 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 71.402 ACRE TRACT OF LAND CONVEYED TO THE COMMONS AT ROWE LANE, L.P., OF RECORD IN DOCUMENT NO. 2007290545 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 13.771 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found for the southwest corner of the herein described tract, being the northeast corner of Lot 2, Block H, The Commons at Rowe Lane, Phase III-A, a subdivision of record in Document No. 200800219 of the Official Public Records of Travis County, Texas, being also on the west line of Meridian Boulevard, a 50 foot dedicated right-of-way in said The Commons at Rowe Lane, Phase III-A, and being on the north line of said 108.529 acre tract and the south line of said 71.402 acre tract;

THENCE, departing the northeast corner of said Lot 2, over and across said 71.402 acre tract the following twelve (12) courses and distances:

- 1) N 113°45' W, for a distance of 268.36 feet to a 1/2 inch iron rod with cap (ZWA) set at the beginning of a curve to the left,
- 2) along said curve to the left, on an arc distance of 51.81 feet, said curve having a radius of 576.00 feet, a central angle of 05°09'46" and a chord bearing of N 14°09'38" W for a chord distance of 51.79 feet to a 1/2 inch iron rod with cap (ZWA) set at the end of said curve,
- 3) N 16°44'31" W, for a distance of 258.10 feet to a 1/2 inch iron rod with cap (ZWA) set,
- 4) N 73°19'29" E, for a distance of 170.00 feet to a 1/2 inch iron rod with cap (ZWA) set,
- 5) N 16°44'31" W, for a distance of 132.41 feet to a 1/2 inch iron rod with cap (ZWA) set,
- 6) S 82°28'22" E, for a distance of 520.89 feet to a 1/2 inch iron rod with cap (ZWA) set,
- 7) S 86°01'24" E, for a distance of 75.15 feet to a 1/2 inch iron rod with cap (ZWA) set,
- 8) N 79°56'23" E, for a distance of 188.87 feet to a 1/2 inch iron rod with cap (ZWA) set,
- 9) S 26°26'30" E, for a distance of 166.76 feet to a 1/2 inch iron rod with cap (ZWA) set,
- 10) S 06°50'48" E, for a distance of 144.63 feet to a 1/2 inch iron rod with cap (ZWA) set,
- 11) S 01°11'05" E, for a distance of 59.26 feet to a 1/2 inch iron rod with cap (ZWA) set, and
- 12) S 07°34'56" W, at 62.46 feet pass a 1/2 inch iron rod found for the most northerly northwest corner of said The Commons at Rowe Lane, Phase III-A, at 353.55 feet pass the north line of said 108.529 acre tract and the south line of said 71.402 acre tract, for a total distance of 387.71 feet to a 1/2 inch iron rod found;

THENCE, with the north line of said The Commons at Rowe Lane, Phase III-A, over and across said 108.529 acre tract the following nine (9) courses and distances:

- 1) N 82°25'04" W, for a distance of 133.00 feet to a 1/2 inch iron rod found,
- 2) N 07°34'56" E, for a distance of 30.25 feet to a 1/2 inch iron rod found,
- 3) N 82°25'04" W, for a distance of 188.68 feet to a 1/2 inch iron rod found,
- 4) N 06°50'19" W, for a distance of 21.46 feet to a 1/2 inch iron rod found,
- 5) S 75°47'00" W, for a distance of 129.57 feet to a 1/2 inch iron rod found,
- 6) N 14°13'00" W, for a distance of 28.33 feet to a 1/2 inch iron rod found,
- 7) S 75°47'00" W, for a distance of 185.28 feet to a 1/2 inch iron rod found,
- 8) N 11°34'45" W, for a distance of 31.60 feet to a 1/2 inch iron rod found, and
- 9) S 76°25'15" W, for a distance of 170.00 feet to the POINT OF BEGINNING and containing 13.771 acres of land.

ZWA
Zamora-Warrick & Associates, L.L.C.
Professional Land Surveyors
4412 Spicewood Springs Rd, Suite 200 Austin, Texas 78759
Tel (512) 241-1078 • Fax (512) 241-1392

DATE: GLF	SURV: GRZ
TECH: FEBRUARY, 2009	SCALE: 1" = 100'
DRAWING FILE: 05-015-14 PHASE 3ADWG	
PROJECT: COMMONS @ ROWE LANE	

SHEET
2
2

GRAY & JANSING & ASSOCIATES, INC.
Consulting Engineers
8217 Shoal Creek Blvd., Suite 200
Austin, Texas 78757-7592
(512)452-0371 FAX(512)454-9933

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

Date: 1.19.10

Owner's Name and Address: Commons at Rowe Lane, L.P.
Rowe Commons Corp, G.P.
Lee Nicol PRESIDENT
2929 W. 5th St, STE A
FORT WORTH, TEXAS 76107

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

Commons at Rowe Lane PHASE III A

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

Executed and affective as of the date set forth below.

Owner: Commons at Rowe Lane LP
By: Rowe Commons Corp, G.P.
Name: Lee Nicol (Lee Nicol)
Title: PRESIDENT

Authorized Representative

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

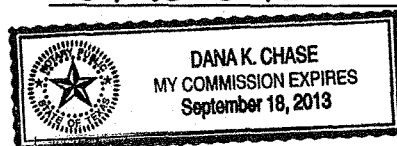
This instrument was acknowledged before me on the 19 day of January, 2010, by Lee Nicol of Travis County, Texas known to me personally or on the basis of an approved form of identification, in the capacity stated.

Dana K Chase

My Commission Expires:

Notary Public, State of Texas
(Printed Name of Notary)

09-18-2013



EXTENSION OF SIXTY DAY PERIOD

EXHIBIT 82.201(C)
EXTENSION OF SIXTY DAY PERIOD – PAGE 2 OF 2

Travis County

By: _____
Executive Manager
Travis County Transportation and Natural Resources Department

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on the _____ day of _____,
2010, by _____ of Travis County, Texas known to me personally
or on the basis of an approved form of identification, in the capacity stated.

Notary Public, State of _____

My Commission Expires:

(Printed Name of Notary)

§ EXHIBIT 82.401 (C)

(c) CASH SECURITY AGREEMENT

TO: Travis County, Texas

DEVELOPER: Commons at Rouse Lane, L.P.

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$58,595.00

SUBDIVISION: Commons at Rouse Lane PHASE III A

DATE OF POSTING: March 16, 2010

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

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

The County considers such a drawing on this Security necessary to complete all or part of the SUBDIVISION Improvements to current Travis County Standards for the Construction of Roads and Drainage in Subdivisions (the "Standards"). No further substantiation of the necessity of the draw is required by this Agreement.

This Agreement is conditioned on the performance of the duties of the DEVELOPER prior to the EXPIRATION DATE to provide for the construction and completion of the street and drainage Improvements in the SUBDIVISION to current Travis County Standards for the construction of Roads and Drainage in Subdivisions ("the "Standards"), so that the Improvements are performing to the Standards upon the approval of the construction of the Improvements and the acceptance of the public Improvements by the Commissioners Court and at the end of the public Improvement construction Performance Period, which commences upon the acceptance.

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

Cash Security Agreement

Cash Security Agreement

Page 2

The Developer must indicate by signing the appropriate line, below, whether or not he wishes the escrowed funds to be invested, with interest earned at the rate Travis County receives for its 90-day accounts, and be charged a \$25.00 investment fee every 90 days. The minimum amount, of cash security, that will be considered for the investment in Two Thousand Dollars (\$2,000.00).

DEVELOPER

ADDRESS OF DEVELOPER

Commons at Rowe Lane, LP

By: Rowe Commons Corp, G.P.

Name: Lee Nico (Lee Nico)

Title: PRESIDENT

Date: 1.19.10

2929 W. 5th St, STE A.

FORT WORTH, TEXAS 76107

Phone: 817.332.9600

SIGN ONLY ONE

Invest funds with interest paid at the rate Travis County receives for its 90-day accounts and be charged a \$25.00 investment fee for every 90 days.

Commons at Rowe Lane, LP
Rowe Commons Corp, G.P.

Name Lee Nico, President Date 1.19.10

Funds shall not be invested and no interest shall be accrued to the Developer/Builder.

Name

Date

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

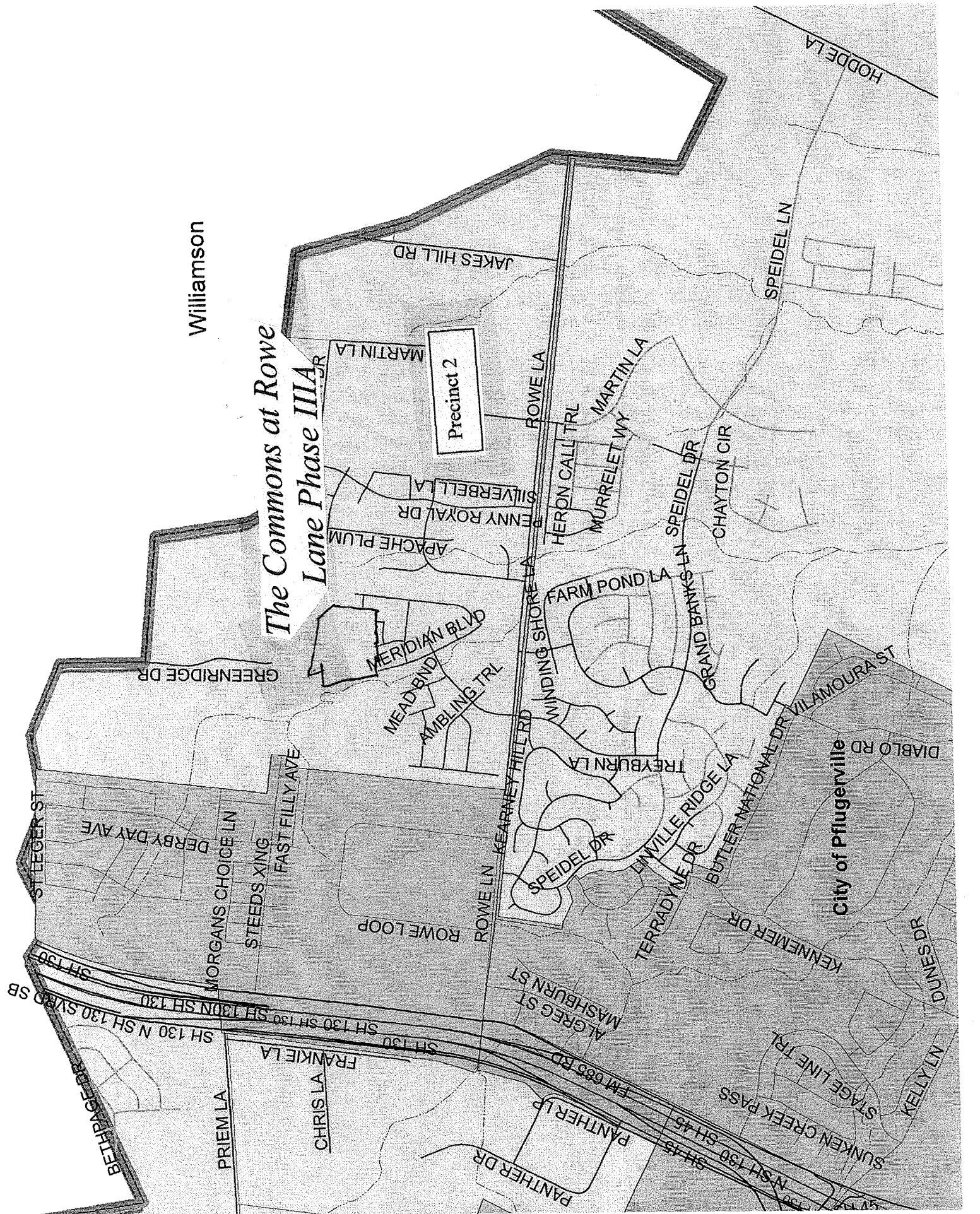
Date

Williamson

*The Commons at Rowe
Lane Phase IIIA_{DR}*

Precinct 2

City of Pflugerville



Travis County Commissioners Court Agenda RequestVoting Session 3/16/2010

Work Session _____

- I. A. Request made by: Joseph P. Gieselman, Executive Manager Phone # 854-9383
- B. Requested Text: **Consider and take appropriate action on the request for a variance to allow a septic drain field to be located closer than 10-feet to drainage easements at 9411 Caracas Drive.**

C. Approved by: _____
Karen Huber, 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 the Agenda Request and backup to them:

Anna Bowlin, TNR, 854-9383
Stacey Scheffel, TNR 854-9383
Dale West, TNR 854-9383
Jim Fulton, TNR 854-9383
Chris Gilmore, Cty Attny 854-9415
David Boston, R.S., OSSF designer 327-8600
George and Denise Stephens, property owners 970-1432

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)

- X 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.

ES



TRANSPORTATION AND NATURAL RESOURCES

ONSITE WASTEWATER PROGRAM

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4626

MEMORANDUM

DATE: March 8, 2010

TO: Member of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Anna Bowlin, Division Director Development Services

SUBJECT: Variance to allow existing septic drain field to be closer than 10-foot to a drainage easement.

Proposed Motions

Consider and take appropriate action on the request for a variance to allow a septic drain field to be located closer than 10-feet to drainage easements at 9411 Caracas Drive.

Summary and Staff Recommendations:

The septic system for the existing home located at 9411 Caracas Drive in Precinct 3 was permitted and installed in 2005. However the permit was allowed to expire before it received a designer certification and final inspection as required by Chapter 48 of the Travis County code. Therefore, TNR never issued the License to Operate the system. When the system was permitted in 2005, the set back to a drainage easement was "no separation" according to the 2005 version of 30 TAC Chapter 285.91 Table X. Because of the size of the existing home and limited lot size, the system was installed next to the drainage easements. The latest version of the code requires a 10-foot set back between this type of drain field and a drainage easement. The owners of the property applied for a new permit in order to complete the certification and inspection process to obtain a License to Operate for the system, but the system no longer meets the set back requirements. TNR can not issue a new permit that does not meet current requirements. The drainage easements in this subdivision (Austin Lake Hills Section 2) are blanket easements dedicated by plat note. The easements on this property do not carry drainage, but can not be vacated unless all parties to the plat agree, approximately 75 property owners. One of the property owners has already objected to any drainage easement vacation in this subdivision. If the drain field is reduced to meet current set back requirements, it will not meet sizing requirements for the size of the existing home. There are no other areas available on the property for additional drain field. In order to remedy the situation, the property owners have ask for a variance to the current set back requirements from a drain field to drainage easements in 30 TAC Chapter 285.91 Table

X. They have agreed to indemnify and release the County from any liability that may result from the issuance of the variance. Staff recommends granting the variance to the set back requirement because there is no other remedy short of removing portions of the existing home. In addition, the system was substantially completed under the rules that were in affect at the time of construction.

Budgetary and Fiscal Impact: None

Required Authorization: None.

Exhibits: Variance Request
Site plan
Location map

JPG:ab:ss

cc: Stacey Scheffel, TNR
Dale West, TNR
Jim Fulton, TNR
Chris Gilmore, Cty Attny
George and Denise Stephens, property owners
David Boston, R.S., OSSF designer

XC: 9411 Caracas Drive

George and Denise Stephens
9411 Caracas Drive
Austin, Texas 78733
512-970-1432
gstephens59@yahoo.com

March 8, 2010

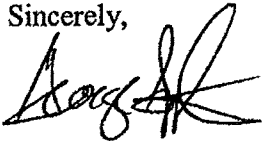
Honorable Commissioner Karen Huber
Travis County Commissioner, Precinct 3
314 West 11th Street
Suite 530
Austin, TX 78701

SENT VIA E-MAIL Stacey.scheffel@co.travis.tx.us

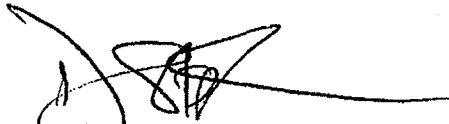
Honorable Commissioner Huber,

We are requesting a variance to the Texas Administrative Code 285 related to the setbacks from drain fields and drainage easements on our property located at 9411 Caracas Drive, Austin Texas 78733. We agree to indemnify and release Travis County from any liability that may result from granting this variance.

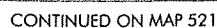
Sincerely,



George Stephens



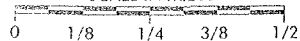
Denise Stephens



CONTINUED ON MAP 552

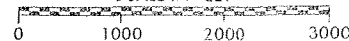
CONTINUED ON MAP 523

SCALE IN MILES



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SCALE IN FEET



BUDGET AMENDMENTS AND TRANSFERS
FY 2010

3/16/2010

OTHER

O1	Request from the County Auditor for an Accounts Payable (AP) FTE to support ARRA Weatherization Grant and Increased Workload	1
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PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS



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

MEMORANDUM

TO: Commissioners Court
FROM: Travis R. Gatlin, Sr. Planning and Budget Analyst *Travis R. Gatlin*
DATE: March 9, 2010
RE: Request from the County Auditor for an Accounts Payable (AP) FTE to Support ARRA Weatherization Grant and Increased Workload

The Commissioners Court approved American Recovery and Reinvestment Act (ARRA) Weatherization Assistance Program (WAP) grant contract on March 2, 2010. The County will receive \$2,311,350 in grant resources for FY 10 to serve an estimated 350 low income households with their weatherization and energy efficiency needs. It is anticipated that County would receive an additional \$2,187,544 in FY 11 for a total of \$4,498,894 and serve 700 households over a two year period.

It is estimated the County will receive \$112,472 for the reimbursement of administration related expenses for the grant program for FY 10. These funds will be included in the FY 10 General Fund ending fund balance and will be based on 5% the actual amount of eligible grant funds expended and we anticipate a similar amount in FY 11. PBO noted at the time of the grant application (approved on June 23, 2009) that it did not appear that the administrative amount under the grant would fully fund all associated costs. Since that time, PBO has worked with Health and Human Services, the Purchasing Office, and the Auditor's Office to help identify resources needed to successfully implement the grant. The Purchasing Board approved a new FTE to serve as the program's Labor Standards Officer on November 19, 2009. Continuation of the position will be determined as a part of the FY 12 Budget Process since the grant is anticipated to end near the end of FY 11. In addition, Health and Human Services worked with HRMD and PBO to internally reallocate existing staff toward the program until the end of FY 11.

As a part of these discussions, the County Auditor's Office has submitted a mid-year request for an additional FTE (Associate Auditor II) to support the grant and other workload demands within their Accounts Payable Division. The department is projected to experience a 26% increase in the number of account payable (AP) transactions for FY 10 compared to FY 08 with no increase in AP staff during this

time. Some of the key drivers that have impacted workload are increased emergency assistance payments as a result of the downturn in the economy, an approximate 300% increase (from \$725,014 in FY 08 to \$2,934,664 for FY 10) in the Comprehensive Energy Assistance Program (CEAP) grant award that provides for utility assistance for qualified low income residents and the anticipated impact of the ARRA Weather Assistance Program. The Auditor's Office has expressed that the position is needed to ensure that payment deadlines are met and also to be able to fully audit selected transactions for statutory compliance as well as for county policy and procedures. Please see the attached budget request from the department for additional details.

The FY 10 cost will be based on the hire date of the position and will also include \$5,870 in one-time costs, but all FY 10 cost will be internally funded by the Auditor's Office within their existing budget. The FY 11 full year cost is \$56,349 and it is proposed that this amount be included in the department's FY 11 Target Budget. Continuation of the position will be reviewed at the end of the grant period. The Auditor's Office notes that it does not have on-going permanent space for the additional Associate Auditor being requested. If approved, the department will temporarily reallocate space from an Associate Auditor working on the BEFIT project. Once that BEFIT assigned staff person returns to their regular duties at the Auditor's Office in two to three years, the department will not have space for the requested new position assuming it continues after the grant ends. In the meantime, the Auditor's Office will work with the appropriate departments on this space issue. PBO also notes that is likely that the office will submit a request for additional FTE to support grants as a part of the FY 11 budget process.

PBO recommends approval of the creation of Accounts Payable FTE to ensure that payment deadlines are met and also for the office to be able to fully audit selected transactions for statutory compliance as well as for county policy and procedures for the Weatherization Grant and other workload needs of the department.

cc: Susan Spataro, County Auditor
Diana Warner, County Auditor's Office
Jose Palacios, County Auditor's Office
Kimberly Walton, County Auditor's Office
Tracey Calloway, HRMD
Todd Osburn, HRMD
Rodney Rhoades, Planning and Budget Office
Leroy Nellis, Planning and Budget Office
Bill Derryberry, Planning and Budget Office

BUDGET REQUEST PROPOSAL FY 2010 Disbursements BUDGET For ARRA/WAP/CEAP Grants

Name of Budget Request:	Disbursements Associate Auditor Budget Request
Fund/Department/Division:	Auditor's Office
Total Amount Requested:	\$62,219.00
Contact Information (Name/Phone):	José Palacios 854-9131

1. Summary statement: Please include one or two sentences to be included in the Court back up for Disbursements Associate Auditor costs.

The Auditor's office requests the addition of one Associate Auditor and related expenses. This request is necessary for the County Auditor's Office to absorb the additional disbursements workload due to the increased volume of transactions from two grant programs (1) the two year proposed ARRA grant for Weatherization Assistance Program (WAP) and additional CEAP (indigent utilities support) funding. These two grants do not provide for any funding for administrative support, therefore, funding needs to be from the General Fund. The grants are for a 2-year period beginning in fiscal 2010 and ending in fiscal 2011. Continued funding will be determined at that time.

2. Description of request: Please describe the current staffing need to conduct auditing activities on the ARRA/WAP claims including what job functions, associated time, workload and justification of full, part or quarter time positions.

Due to the growth of the County every year, the disbursements volume has steadily increased and we have been able to absorb the workload. Currently, the Disbursements Auditing Division cannot absorb any additional workload without affecting and maintaining our statutory compliance. If the Court determines that these grants are to provide necessary and important services, we request additional resources to be able to help support this increased workload. Estimated monthly invoice transaction increase from these programs is 1,600 transactions per month, equaling to the workload of one associate auditor. Currently, our average transaction processing is just under 1,700 per month per associate auditor. The workload for these claims requires our resources to adequately review and process the invoices, insuring contract compliance for purchased items, encumbering the purchase orders, IRS 1099 compliance monitoring for each vendor and auditing selected invoices per our audit testing sample. The increased workload from these programs would hinder our ability to timely disburse payments, fully audit selected transactions for statutory compliance, audit for County policy and procedures, and adhere to critical deadlines.

3a. Use applicable current and new performance measures related to the request and note the changes for FY 11 should this request be implemented:

Measure Name	Actual FY 08 Measure	Actual FY 09 Measure	Projected FY 10 Measure with new load	Projected FY 10 Measure with Added Funding
Outputs:				
Note: As various invoices, checks, transactions, etc. are more complex than others, these statistics may not always reflect the workload since only the volume not complexity is being counted.				
# A/P transactions total	138,895	155,473	175,247	175,247
% change		12%	13%	13%
Avg # monthly trans / person	1,655	1,850	2,086	1,825
Number of Associate Auditors	7	7	7	8 (add'l person requested)

BUDGET REQUEST PROPOSAL (Continued)
FY 2010 Disbursements BUDGET For ARRA/WAP/CEAP Grants

Name of Budget Request:	Disbursements Associate Auditor Budget Request
Fund/Department/Division:	Auditor's Office
Total Amount Requested:	\$62,219.00
Contact Information (Name/Phone):	José Palacios 854-9131

3b. Description of the impact of funding the request on departmental performance measures, service levels, and program outcomes:

At this point, without something definitive from HHS regarding an estimate on actual awards, it appears as though the Disbursements Auditing staff would need a full time person to fulfill our processing and auditing obligations. With the most recent surge in monies for the CEAP utility program, our staff is currently in excess of our capacity and we are struggling to keep up with our statutory responsibilities.

4. Description of impact of not funding the request in FY 10:

If not funded, the increased workload for each Associate Auditor would definitely affect timely payments to all vendors, and affect the quality on auditing the invoices, purchase orders and contracts. Our staff would be required to absorb this volume with more overtime required for these non-exempt positions which would lead to turnover and further affect our responsibilities. Not funding the position request may result in the loss of grant funding if disbursements or procedures are ultimately determined to be inadequate by the grantor and there are significant findings and questioned costs. In addition, delayed disbursements could result in loss of vendors wanting to do business with the County and prefer to do business with the city and any delayed payments could result in paying late payment interest per the prompt payment act.

5. If requesting a new position(s), is office space currently available?			Yes/No
If Yes, please complete the following:			NO
Building Address		Floor #	
Suite/Office #		Workstation #	

FY 2010 BUDGET REQUEST DETAILS

Name of Budget Request:	Auditor Associate				
Budget Request Priority #:	1	Dept #:	06	Name:	County Auditor's Office

A. Personnel

Position Title	Pay Grade	FTE	Fund	Div	Fund %	Temp	Annual Cost		
							Salary	Benefits	Total
Associate Auditor II	17	1	001	10	100		\$ 40,000	\$ 15,349	\$ 55,349
								\$ -	\$ -
TOTAL PERSONNEL							\$ 40,000	\$ 15,349	\$ 55,349

B. Operating

Description	Fund	ofc/ dept	Div	Act	Line Item #	One Time Cost	On Going Cost	Total
OS - Supplies, equip & furniture	001	06	10	516	30.01	1,500	500	2,000
OS - Software	001	06	10	516	30.02	500	-	500
Prof Dev - Training & Seminars	001	06	10	516	65.04	-	500	500
Prof Dev - Professional licenses	001	06	10	516	65.05	-		-
OS - computers, printers	001	06	10	516	30.01	2,370		2,370
OS - telecomm equip & supplies	001	06	10	516	30.13	800	-	800
Cabling, comm, nw switch	001	06	10	516	60.99	700	-	700
TOTAL OPERATING						\$ 5,870	\$ 1,000	\$ 6,870

C. Computer/Telecommunication and Capital Related to This Request

TOTAL COMPUTER/TELECOMMUNICATION EQUIPMENT FROM ITS FORMS	see above
TOTAL CAPITAL EQUIPMENT FROM CAPITAL BUDGET REQUEST	\$ -
TOTAL ALL CAPITAL	see above

TOTAL BUDGET REQUEST	One Time	On Going	Total FY07
TOTAL BUDGET REQUEST NON-CAPITAL (A + B)	\$ 5,870	\$ 56,349	\$ 62,219
TOTAL BUDGET REQUEST FROM ABOVE (A + B + C)	\$ 5,870	\$ 56,349	\$ 62,219

Form Completed By: Jose Palacios 854-9131

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

Amount	Dept Transferred Into	Date	Explanation
\$6,639,865			Beginning Balance
\$6,170	TNR	10/13/09	Canceled Purchase Orders
(\$2,132)	Cons. Pct. 1	10/7/09	Accruals
\$26,483	Various Dept	9/25/09	Canceled Purchase Orders
\$1,388	TNR	10/23/09	Canceled Purchase Orders
(\$2,578,800)	TNR	10/28/09	Reimbursement Resolution for Vehicles
(\$250,000)	TNR	11/17/09	Comprehensive Plan
(\$93,003)	Sheriff	11/24/09	SWAP
(\$516,000)	Juvenile Probation	12/1/09	Family Preservation Contract
(\$16,000)	Facilities	12/22/09	Real Estate
(\$325,000)	Facilities	12/22/09	Real Estate
\$2,892,971 Current Balance			

Possible Future Expenses Against Allocated Reserve Previously Identified:

Amount	Explanation
(\$25,000)	Grant Match MHPD
(\$26,185)	Grant Match Second Chance
(\$20,000)	Hazmat
(\$28,748)	Armored Car Service
(\$25,000)	Records Storage
(\$25,000)	Postage
(\$600,189)	Election Runoff
(\$60,000)	Deaf Services Temporary Interpreters
(\$158,855)	Family Drug Treatment Grant
(\$100,000)	Court Appointed Attorney Fees
(\$300,000)	Court Appointed Attorney Fees-Capital Cases
(\$150,000)	County Court-at-Law #8 Court Appointed Atty Fees
(\$184,266)	Drug Court Grant - Special Populations
(\$12,877)	Overtime for FACTS Training/Implementation
(\$8,268)	Overtime for FACTS Training/Implementation
(\$7,300)	Miscellaneous Recurring Expenses-Operating
(\$1,731,688) Total Possible Future Expenses (Earmarks)	

\$1,161,283 Remaining Allocated Reserve Balance After Possible Future Expenditures

6

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

Amount	Dept Transferred Into	Date	Explanation
\$454,223			Beginning Balance
(\$11,205)	Sheriff	11/24/09	SWAP
(\$2,215)	Facilities	12/22/09	Real Estate
(\$29,995)	TNR	12/22/09	Sidewalk Maintenance Program
(\$13,395)	TNR	1/8/10	Motorcycle Replacement

\$397,413 Current Reserve Balance**Possible Future Expenses Against CAR Identified During the FY09 Budget Process:**

Amount	Explanation
(\$95,500)	Failing Vehicles
(\$95,500) Total Possible Future Expenses (Earmarks)	

\$301,913 Remaining CAR Balance After Possible Future Expenditures

Emergency Reserve Status (001-9800-981-9814)

Amount	Dept Transferred Into	Date	Explanation
\$4,950,000			Beginning Balance
\$4,950,000 Current Reserve Balance			

Fuel & Utility Reserve Status (001-9800-981-9819)

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

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

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

Future Grant Requirements Reserve Status (001-9800-981-9837)

Amount	Dept Transferred Into	Date	Explanation
\$500,000			Beginning Balance
\$500,000 Current Reserve Balance			

Smart Bldg. Facility Maintenance Reserve Status (001-9800-981-9838)

Amount	Dept Transferred Into	Date	Explanation
\$43,092			Beginning Balance
\$43,092 Current Reserve Balance			

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

Amount	Dept Transferred Into	Date	Explanation
\$43,812,685			Beginning Balance
(\$2,161,824)	ITS	12/15/09	Computer Equipment
(\$50,000)	Tax	12/15/09	Reimbursement Resolution
(\$2,264,000)	Facilities	12/15/09	Reimbursement Resolution
(\$7,189,337)	EMS	2/23/10	Reimbursement Resolution
\$32,147,524 Current Reserve Balance			

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

26

Please consider the following item for:

03-16-10

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) Annual application to the Office of the Governor, Criminal Justice Division to continue the Family Drug Treatment Court Grant Program in the Civil Courts;
- b) Annual application to the Office of the Governor, Criminal Justice Division to continue the Drug Diversion Court Grant Program in the Criminal Courts;
- c) Amendment to the grant contract with the Supreme Court of Texas, Permanent Judicial Commission for Children, Youth and Families to use unspent FY 09 grants funds in the FY 10 grant budget for the Office of Child Representation, managed by Criminal Justice Planning; and,
- d) Amendment to the grant contract with the Supreme Court of Texas, Permanent Judicial Commission for Children, Youth and Families to use unspent FY 09 grants funds in the FY 10 grant budget for the Office of Parent Representation, managed by Criminal Justice Planning.

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

3/16/2010

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE FY 2010

The following list represents those actions required by the Commissioners Court for departments to apply for, accept, or continue to operate grant programs. This regular agenda item contains this summary sheet, as well as backup material that is attached for clarification.

Dept	Grant Title	Grant Period	Grant Award	County Match	In-Kind	Program Total	FTEs	PBO Notes	Auditor's Assessment	Page #	ARRA
Applications											
a 22	Family Drug Treatment Court (Grant #1974704)	9/1/2010 - 8/31/2011	\$184,981	\$0	\$0	\$184,981	2	R	MC	12	
b 24	Drug Diversion Court	9/1/2010 - 8/31/2011	\$188,422	\$0	\$0	\$188,422	1	R	MC	40	
Contracts											
c 55	Office of Child Representation	10/1/2009 - 9/30/2010	\$239,662	\$443,338	\$0	\$673,000	8	R	MC	61	
d 55	Office of Parental Representation	10/1/2009 - 9/30/2010	\$190,160	\$482,840	\$0	\$673,000	8	R	MC	74	

PBO Notes:

R - PBO recommends approval.
 NR - PBO does not recommend approval
 D - PBO recommends item be discussed.

County Auditor's Complexity Assessment measuring Impact to their Office's Resources/Workload

S - Simple
 MC - Moderately Complex
 C - Complex
 EC - Extremely Complex

FY 2010 Grants Summary Report

Outstanding Grant Applications

The following is a list of grants for which application has been submitted since October 1, 2009, and the notification of award has not yet been received.

American Recovery and Reinvestment Act (ARRA) and Large Multi-year Grants are bold and italicized. Additional details for these grants are summarized on a separate page in the document.

Dept	Name of Grant	Grant Term	Grant Award	County Match	In-Kind	Program Total	FTEs	Cm. Ct. Approval Date
49	CAPCOG FY10 Solid Waste Enforcement Grant	12/15/2009 - 08/31/2010	\$8,517	\$0	\$0	\$8,517	0	10/6/2009
24	Formula Grant - Indigent Defense Grants Program	10/1/2009 - 9/30/2010	\$430,945	\$0	\$0	\$430,945	0	10/6/2009
14	<i>American Recovery and Reinvestment Act (ARRA) Competitive Grant for Distributable Renewable Energy Power Generation</i>	<i>12/4/2009-4/30/2011</i>	<i>\$2,000,000</i>	<i>\$360,000</i>	<i>\$40,000</i>	<i>\$2,400,000</i>	<i>0</i>	<i>10/27/2009</i>
58	RSVP	10/1/2009 - 9/30/2010	\$61,281	\$6,128	\$0	\$67,409	0	11/24/2009
12	BJA Federal SAVNS - Courts Only	11/30/2009 - 3/31/2011	\$22,972	\$0	\$0	\$22,972	0	12/8/2009
49	Transportation Enhancement Program	FY 2011 - FY 2014	\$3,419,066	\$854,766	\$0	\$4,273,832	0	12/8/2009
37	<i>Recovery Act - STOP Violence Against Women Act (ARRA)</i>	<i>4/1/2010 - 3/31/2011</i>	<i>\$10,080</i>	<i>\$0</i>	<i>\$0</i>	<i>\$10,080</i>	<i>0</i>	<i>12/15/2009</i>
37	<i>Recovery Act - STOP Violence Against Women Act (ARRA) Amended 12/15/09 application</i>	<i>4/1/2010 - 3/31/2011</i>	<i>\$64,599</i>	<i>\$0</i>	<i>\$0</i>	<i>\$64,559</i>	<i>1</i>	<i>12/22/2009</i>
47	Emergency Management Performance Grant	10/1/2009 - 9/30/2010	\$67,200	\$67,200	\$0	\$134,400	0	12/29/2009
58	AmeriCorps	8/1/2010 - 7/31/2011	\$295,290	\$164,583	\$104,598	\$564,471	0	1/19/2010

2

45	JABG (Local) Juvenile Assessment Center	9/1/2010 - 8/31/2011	\$110,115	\$12,235	\$0	\$122,350	1.37	1/26/2010
58	RSVP	10/1/2009 - 9/30/2010	\$61,281	\$6,128	\$0	\$67,409	0.5	2/2/2010
24	Formula Grant - Indigent Defense Grants Program	10/1/2009 - 9/30/2010	\$430,945	\$0	\$0	\$430,945	0	2/2/2010
45	Juvenile Drug Court and In-Home Family Services	9/1/2010 - 8/31/2011	\$178,200	\$19,800	\$0	\$19,800	0.24	2/9/2010
Multiple	Family Violence Protection Team	10/1/2010 - 9/30/2012	\$699,507	\$168,239	\$0	\$867,746	4.5	2/9/2010
37	TXDOT Selective Traffic Enforcement Program - FY2011 STEP Wave	10/1/2010 - 9/30/2011	\$10,702	\$1,925	\$0	\$12,627	0	2/16/2010
45	Grant to Expand Substance Abuse Treatment Capacity for Juvenile Treatment Drug Court	10/1/2010 - 9/30/2011	\$324,830	\$48,289	\$0	\$273,119	3	2/23/2010
37	SCATTF - Sheriff's Combined Auto Theft Task Force	4/1/2010 - 8/31/2010	\$38,510	\$0	\$0	\$38,510		2/23/2010
24	Travis County Veteran's Court	4/1/2010 - 8/31/2010	\$48,895	\$0	\$0	\$48,895	1	3/2/2010
19	Family Violence Accelerated Prosecution Program	9/12/2010 - 8/31/2011	\$88,948	\$31,220	\$16,675	\$136,843	1.5	3/2/2010
45	Front End Therapeutic Services Program	9/1/2010 - 8/31/2011	\$28,000	\$0	\$0	\$28,000		3/2/2010
45	Eagle Resource Project	09/1/2010 - 8/31/2011	\$49,844	\$0	\$0	\$49,884		3/2/2010
45	Travis County Eagle Re-Entry Program	10/1/2010 - 9/30/2011	\$382,685	\$0	\$382,685	\$765,370	6.45	3/2/2010
37	TCSO Child Abuse Victim Services Personnel	10/1/2010 - 9/30/2011	\$39,926	\$9,982	\$0	\$49,908	1	3/2/2010
58	Emergency Food and Shelter Program - Phase 28	1/1/2010 - 12/31/2010	\$122,573	\$0	\$0	\$122,573		3/9/2010
40	OVW FY 2010 Safe Havens: Supervised Visitation and Safe Exchange Grant Program	10/1/2010 - 9/30/2013	\$400,000	\$0	\$0	\$400,000		3/9/2010

39	Grants to Expand Substance Abuse Treatment Capacity for Adult Drug Courts RFA No. T1-10-011	10/1/2010 - 9/1/2013	\$619,356	\$0	\$0	\$619,365	3/9/2010
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\$10,014,267	\$1,750,495	\$543,958	\$12,030,529	20.56
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FY 2010 Grants Approved by Commissioners Court

The following is a list of grants that have been received by Travis County since October 1, 2009

American Recovery and Reinvestment Act (ARRA) and Large Multi-year Grants are bold and italicized. Additional details for these grants are summarized on a separate page in the document.

Dept	Name of Grant	Grant Term	Grant Award	County Match	In-Kind	Program Total	FTEs	Cm. Ct. Approval Date
14	<i>Energy Efficiency and Conservation Block Grants - Recovery (ARRA)</i>	<i>10/2009 - 04/2011</i>	<i>\$2,207,900</i>	<i>\$0</i>	<i>\$0</i>	<i>\$2,207,900</i>		<i>10/6/2009</i>
49	TX DoT Advanced Funding Agreement - Howard Lane @ SH130	7/28/2009	\$6,000,000	\$1,575,000	\$0	\$7,575,000		10/6/2009
58	<i>2009 Phase 27 ARRA Emergency Food and Shelter Program</i>	<i>04/01/2009 - 12/31/2009</i>	<i>\$41,666</i>	<i>\$0</i>	<i>\$0</i>	<i>\$41,666</i>		<i>10/6/2009</i>
19	Underage Drinking Prevention Program	10/01/2008 - 9/30/2011	\$193,750	\$35,715	\$119,504	\$348,969	3	10/6/2009
47	Emergency Management Performance Grant	10/01/08 - 9/30/09	\$67,200	\$67,200	\$0	\$134,400		10/13/2009
58	Comprehensive Energy Assistance Program (CEAP) Amendment 1	1/1/2009 - 12/31/2009	\$3,198,032	\$0	\$0	\$3,198,032		10/13/2009
58	Title IV-E Child Welfare Services	10/1/2009 - 9/30/2010	\$57,360	\$0	\$0	\$57,360	1	10/20/2009
59	Travis County STAR Flight Equipment Enhancement	10/1/2009 - 11/30/2011	\$75,000	\$0	\$0	\$75,000		10/27/2009
39	Travis County Adult Probation DWI Court	9/1/2009 - 8/31/2010	\$210,315	\$0	\$0	\$210,315	1	11/3/2009
22	Family Drug Treatment Court	9/1/2009 - 8/31/2010	\$108,350	\$0	\$0	\$108,350	1	11/3/2009
45	Drug Court/In-Home Family Services Grant	9/1/2009 - 8/31/2010	\$157,500	\$17,500	\$0	\$175,000		11/10/2009
45	Residential Substance Abuse Treatment Program	10/1/2009 - 9/30/2010	\$102,888	\$34,296	\$0	\$137,184	1.58	11/10/2009
37	2009 Byrne Justice Assistance Grant - Non ARRA	9/17/2009 - 9/30/2012	\$100,000	\$0	\$0	\$100,000		11/17/2009
37	<i>2009 Byrne Justice Assistance Grant (ARRA)</i>	<i>3/1/2009 - 2/28/2013</i>	<i>\$495,000</i>	<i>\$0</i>	<i>\$0</i>	<i>\$495,000</i>		<i>11/17/2009</i>

6

23	Texas Commission on Environmental Quality Intergovernmental Cooperative Reimbursement Agreement with Travis County	11/09 - 8/31/2012	\$590,797	\$0	\$0.00	\$590,797	1.75	11/17/2009
49	Onion Creek Greenway, Phase 1 - Urban Outdoor Recreation Grant	8/21/2008 - 8/20/2011	\$1,000,000	\$1,000,000	\$0.00	\$2,000,000		11/17/2009
58	RSVP - Texas Department of Aging and Disability Services (TDADS)	9/1/2009 - 8/31/2010	\$23,800	\$23,800	\$0	\$47,600		11/17/2009
58	Veterans' Employment and Training Service (Stand Down Grant)	10/24/2009 - 10/25/2009	\$7,000	\$0	\$0.00	\$7,000		11/17/2009
37	2007 Homeland Security Grant Program - LETPP	10/12/2007 - 2/28/2010	\$106,905	\$0	\$0	\$106,905		11/24/2009
49	Flood Mitigation Assistance - Planning Grant	8/28/2009 - 8/31/2011	\$30,000	\$10,000	\$0	\$40,000		12/1/2009
37	State Criminal Alien Assistance Program - SCAAP 09	7/1/2007 - 6/30/2008	\$988,279	\$0	\$0	\$988,279		12/15/2009
37	Human Trafficking Law Enforcement Task Force	12/1/2009 - 9/30/2010	\$20,000	\$0	\$0	\$20,000		12/15/2009
23	Project Safe Neighborhoods	12/1/2009 - 12/31/2010	\$29,410	\$0	\$0	\$29,410	1	1/5/2010
58	Atmos Energy Keeping the Warmth Program	2/12/2010 - 1/31/2010	\$25,000	\$0	\$0	\$25,000	0	2/9/2010
49	CAPCOG FY 10 Solid Waste Enforcement Grant	2/16/2010 - 12/31/2010	\$8,517.96	\$0	\$0	\$8,517.96	0	2/16/2010
58	<i>Parenting in Recovery</i>	<i>9/30/2009 - 9/29/2010</i>	<i>\$508,690.70</i>	<i>\$80,000.00</i>	<i>\$45,000.00</i>	<i>\$633,690.70</i>	<i>1</i>	<i>2/23/2010</i>
55	<i>Information Management Strategy for Criminal Justice Edward Byrne Memorial Justice Assistance Formula Grant (ARRA)</i>	<i>10/1/2009 - 9/30/2010</i>	<i>\$487,359</i>	<i>\$0</i>	<i>\$0</i>	<i>\$487,359</i>		<i>2/23/2010</i>
58	Comprehensive Energy Assistance Program (CEAP)	1/1/2010 - 12/31/2010	\$2,934,664	\$0	\$0	\$2,934,664		3/2/2010
58	<i>ARRA WAP - Weatherization Assistance Program</i>	<i>9/1/2009 - 8/31/2011</i>	<i>\$2,311,350</i>	<i>\$0</i>	<i>\$0</i>	<i>\$2,311,350</i>		<i>3/2/2010</i>

49 Low Income Vehicle Repair Assistance, Retrofit, and 5/6/2008 - \$1,259,730.11 \$0 \$0 \$1,259,730.11
Accelerated Vehicle Retirement Program Local 8/31/2010
Initiative Projects Contract with Texas Commission on
Environmental Quality

\$23,346,464	\$2,843,511	\$164,504	\$26,354,479	11.33
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FY 2010 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Personnel Cost	Operating Transfer	Estimated Total	Filled FTEs	Cm. Ct. Approval Date for Continuation	Cm. Ct. Contract Approval Date	Has the General Fund been Reimbursed?
22	Drug Court (State) Program	\$5,084	\$5,084	\$10,168	1	8/18/2009	11/3/2009	Yes
45	Residential Substance Abuse Treatment	\$8,994	\$8,994	\$17,988	1	9/22/2009	11/10/2009	Yes
22	Drug Court (State) Program	\$5,084	\$5,084	\$10,168	1	10/6/2009	11/3/2009	Yes
58	Casey Family Programs Community and Family Reintegration Project	\$9,726	\$9,726	\$19,452	1	12/22/2009	Awaiting Contract	Pending
58	*Comprehensive Energy Assistance Grant Program			\$430,000		1/19/2010	3/2/2010	Pending
Totals		\$28,888	\$28,888	\$487,776	4			

* Request is not a traditional permission to continue. Budget and expenditures will remain in the department's General Fund Budget until the contract is in place and reclassifications against the grant are processed.

TRAVIS COUNTY FY 09 - FY 14 PLANNING TOOL FOR AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) AND LARGE MULTI-YEAR GRANT CONTRACTS

The potential impact in future years to the County is shown for planning purposes only. County funding determinations will be made annually by the Commissioners Court based on the availability funding and progress of the program. ARRA Grants are highlighted in bold.

Future year amounts are estimated if not known and impact amounts may be reduced if additional Non-County funding is identified. Amounts shown in a particular year may not represent the actual grant term allocation since terms may overlap the County's Fiscal Year.

Grant Contracts approved by Commissioners Court		FY 09		FY 10		FY 11		FY 12		FY 13		FY 14	
Dept	Grant Title	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact
Criminal Justice Planning	Travis County Mental Public Defenders Office. To establish the nation's first stand alone Mental Health Public Defenders Office. Full impact in FY 12 when grant is no longer available.	\$ 375,000	\$ 250,000	\$ 250,000	\$ 375,000	\$ 125,000	\$ 500,000	\$ -	\$ 625,000	\$ -	\$ 625,000		\$ 625,000
Criminal Justice Planning	Office of Parental Representation. County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. Full impact in FY 12 when grant is no longer available. Impact amounts will be updated to take into account internal reallocations and potential savings.	\$ 300,000	\$ 307,743	\$ 100,000	\$ 102,360	\$ 50,000	\$ 152,360	\$ -	\$ 152,360	\$ -	\$ 152,360	\$ -	\$ 152,360
Criminal Justice Planning	Office of Child Representation. County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. FY 11 is last year of grant. Impact amounts will be updated to take into account internal reallocations and potential savings.	\$ 300,000	\$ 301,812	\$ 100,000	\$ 102,358	\$ 50,000	\$ 152,359	\$ -	\$ 152,359	\$ -	\$ 152,359	\$ -	\$ 152,359
Criminal Justice Planning	Travis County Information Management Strategy for Criminal Justice (ARRA). Includes technology funding for (Constables, Records Management, Adult Probation, Juvenile Probation, Court Administration, County Attorney's Office, District Attorney's Office and Manor Police Department).	\$ -	\$ -	\$ 487,359	\$ -	\$ -	\$ 26,432	\$ -	\$ 26,432	\$ -	\$ 26,432		\$ 26,432
Facilities Management	Energy Efficiency and Conservation Block Grant (ARRA). For Retrofit of the Travis County Executive Office Building HVAC System. One-time grant and includes a \$1.2 million County contribution in FY 10 to complete project.		\$ -	\$ 2,207,900	\$ 1,292,000		\$ -		\$ -		\$ -		\$ -
Travis County Sheriff's Office	2009 Byrne Justice Assistance Grant (ARRA). One-time grant for one-time capital purchases. Does not require a County match or program to continue after grant term ends on 9/30/12.	\$ -	\$ -	\$ 123,750	\$ -	\$ 165,000	\$ -	\$ 165,000	\$ -	\$ -	\$ -		\$ -
Community Supervision and Corrections	Recovery Act Combating Criminal Narcotics Activity Stemming from the Southern Border of the US: Enhancing Southern Border Jails, Community Corrections and Detention Operations. (ARRA) Grant will supplement department's state funding to help keep all current probation officer positions. This two year funding goes to the State and there is no County obligation or impact. Full amount of grant is believed to be spent by FY 11.	\$ -	\$ -	\$ 143,750	\$ -	\$ 143,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
District Attorney	Interlocal Agreement for the Austin/Travis County Family Violence Protection Team. Includes funding for the District Attorney's Office, County Attorney's Office, Travis County Sheriff's Office, and Constable Pct 5. Grant is coordinated by the City of Austin. It is possible that the responsibility to apply for the Grant may fall to the County for FY 11 and beyond.	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -

Transportation and Natural Resources	Local Transportation Project - Advanced Funding Agreement (ARRA). ARRA funding to upgrade 4 roads by milling and overlaying roadway. Grant is a one-time grant with the potential for estimated \$13,741 contribution from the Road and Bridge Fund.	\$ -	\$ -	\$ 687,047	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Health and Human Services	2009 Phase 27 ARRA Emergency Food and Shelter Program. The grant is a one-year one-time grant for emergency utility assistance that does not require a County match or program to continue after termination.	\$ 41,666	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Health and Human Services	Americorps. Grant match is handled internally within the existing budget of the Texas AgriLife Extension Service. Assumes grant will continue each year.	\$ 288,139	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 281,297	\$ -
Health and Human Services	Parenting in Recovery. FY 09 is Year Two of a Potential Five Year Grant. The full impact will occur in FY 13 when grant funding is no longer available.	\$ 500,000	\$ 77,726	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ -	\$ 580,000	\$ -	\$ 580,000
Health and Human Services	ARRA Texas Weatherization Assistance Program. Provide weatherization services to low income households		\$ -	\$ 2,311,350	TBD	\$ 2,187,544	TBD		\$ -		\$ -		\$ -
Health and Human Services	Community Development Block Grant ARRA (CDBG-R) Funds to be used for approx 39 water connections for Plainview Estates.	\$ 90,000	\$ -	\$ 136,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Health and Human Services	Community Development Block Grant (CDBG). Impact amounts are based on the amounts added for staff added in HHS and County Auditor's Office to support the grant. The Auditor's staff person also supports other large federal grants, but is only listed here for simplification. Actual amounts may vary by year. Assumes grant will continue each year.	\$ 833,133	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,390	\$ 223,908
Totals		\$ 3,070,731	\$ 1,161,189	\$ 8,554,926	\$ 2,175,626	\$ 4,728,764	\$ 1,135,059	\$ 2,172,470	\$ 1,260,059	\$ 1,507,470	\$ 1,760,059	\$1,490,480	\$1,760,059

County Impact includes the grant match amount that is not internally funded or costs that required a budget increase and the amount that may be required by the County upon termination of the grant. This amount does not include all costs related to the administration of the grant that are incurred by the County. Existing grants with approved contracts for the current year with pending applications for the following year are shown only on the contracts sheet to avoid duplication.

SUMMARY OF APPROVED CONTRACTS AND APPLICATIONS

Combined Totals (Approved Applications Pending Notification + Approved Contracts)	FY 09		FY 10		FY 11		FY 12		FY 13		FY 14	
	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact
Approved Applications Pending Notification (Potential Impact)	\$ -	\$ -	\$ 2,064,599	\$ 360,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Approved Contracts	\$ 3,070,731	\$ 1,161,189	\$ 8,554,926	\$ 2,175,626	\$ 4,728,764	\$ 1,135,059	\$ 2,172,470	\$ 1,260,059	\$ 1,507,470	\$ 1,760,059	\$1,490,480	\$1,760,059
Combined Totals	\$ 3,070,731	\$ 1,161,189	\$ 10,619,525	\$ 2,535,626	\$ 4,728,764	\$ 1,135,059	\$ 2,172,470	\$ 1,260,059	\$ 1,507,470	\$ 1,760,059	\$1,490,480	\$1,760,059

TRAVIS COUNTY FY 09 - FY 14 PLANNING TOOL FOR AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) AND LARGE MULTI-YEAR GRANT APPLICATIONS THAT ARE PENDING AWARD NOTIFICATION

The potential impact in future years to the County is shown for planning purposes only. County funding determinations will be made annually by the Commissioners Court based on the availability funding and progress of the program. ARRA Grants are highlighted in bold.

Future year amounts are estimated if not known and impact amounts may be reduced if additional Non-County funding is identified. Amounts shown in a particular year may not represent the actual grant term allocation since terms may overlap the County's Fiscal Year.

Outstanding Grant Applications		FY 09		FY 10		FY 11		FY 12		FY 13		FY 14	
Dept	Grant Title	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact
Travis County Sheriff's Office/County Attorney's Office	Recovery Act - STOP Violence Against Women Act. One-time ARRA funding for lap tops for TCSO and one-time funding for a Victim Counselor, lap top computer, and operating expenses for the County Attorney's Office. Grant ends March 2011, but for simplification purposes the award is shown fully in 2010. No County match or commitment after grant ends.	\$ -	\$ -	\$ 64,599	\$ -		\$ -		\$ -		\$ -		\$ -
Facilities Management	American Recovery and Reinvestment Act (ARRA) Competitive Grant for Distributable Renewable Energy Power Generation. Grant is for one-time capital purchases to install solar panels at the Expo Center. Grant ends in 2011, but amounts shown assume full expenditures in FY 10. Expenditures for FY 11 will be updated based on progress of the program.	\$ -	\$ -	\$ 2,000,000	\$ 360,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Totals		\$0	\$0	\$2,064,599	\$360,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

County Impact includes the grant match amount that is not internally funded or costs that required a budget increase and the amount that may be required by the County upon termination of the grant. This amount does not include all costs related to the administration of the grant that are incurred by the County. Existing grants with approved contracts for the current year with pending applications for the following year are shown only on the contracts sheet to avoid duplication.

GRANT SUMMARY SHEET

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

Department/Division:	Civil Courts (22/10)
Contact Person/Title:	Darlene Byrne, Judge, 126 th District Court/Peg Liedtke, Civil Courts Director
Phone Number:	854-9300/854-9364

Grant Title:	Family Drug Treatment Court (Grant #1974704)		
Grant Period:	From:	9/1/2010	To: 8/31/2011
Grantor:	Office of the Governor, Criminal Justice Division's Drug Court Program		
American Recovery and Reinvestment Act (ARRA) Grant		Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>

Check One:	New: <input type="checkbox"/>	Continuation: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	One-Time Award: <input 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:		115,656				115,656
Operating:		60,500				60,500
Capital Equipment:		5,825				5,825
Indirect Costs:		0				0
Total:		184,981				184,981
FTEs:		2.00				2.00

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

Performance Measures	Projected FY 10 Measure	Progress To Date:				Projected FY 11 Measure
<i>Applicable Depart. Measures</i>		12/31/09	3/31/10	6/31/10	9/30/10	
Number of new enrollments in the program.	18	5				18
Number of participants in the program.	23	36				45
Number of participants who successfully complete the program.	8	3				8
<i>Measures For Grant</i>						
Number of people assessed for eligibility to participate in the program.	40	10				35

<i>Outcome Impact Description</i>						
Number of participants employed (part time or full time) or enrolled in school at the time of drug court graduation.	6	2				6
<i>Outcome Impact Description</i>						
Number of participants that earn a GED, high school diploma, or vocational training credential while in the program.	3	0				3

PBO Recommendation:

This grant application will continue the intensive services provided to parents with substance abuse problems that are in the family court system. The performance measures indicate that the current year performance measures are on track to being met or exceeded. There is no county match required. PBO recommends approval of this application.

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

The purpose of the Family Drug Treatment Court is "to protect the safety and welfare of children through a court-based system that gives parents the tools they need to become sober, responsible caregivers." The Family Drug Treatment Court is vital to the families in our community. There is a great need for child abuse and neglect prevention programs that target substance abusing parents. Through intensive services, monitoring, and case work, the Family Drug Treatment Court ensures that all children remaining with custodians in drug court will experience safe and nurturing permanent homes.

The Civil Courts are requesting approval to submit the application for continued funding for the Travis County Family Drug Treatment Court program in FY 2011. This application is for a grant with the Office of the Governor's Criminal Justice Division Drug Court Program Grant . The Drug Court currently has a Drug Court Coordinator that would continue with the approval of this grant. We are also requesting a Case Worker position in FY 2011 to support this grant program.

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

The Civil Courts intend to request subsequent year continuation funding for this program through proposals submitted to Federal and State government, as well as private foundations. The use of county funds are not anticipated at this time.

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 match requirements associated with this grant.

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

Indirect costs are allowed under this funding source but no indirect costs are anticipated at this time.

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 Family Drug Treatment Court program and associated improvements in service delivery will not discontinue upon discontinuance of grant funding. The Civil Courts will leverage existing funds, staff and County resources to sustain this project. We intend to request subsequent year continuation funding for this project through proposals submitted to the Federal and State government. Subsequently, the county will have the opportunity to consider investment in staff positions and the program in areas of the Civil Courts.

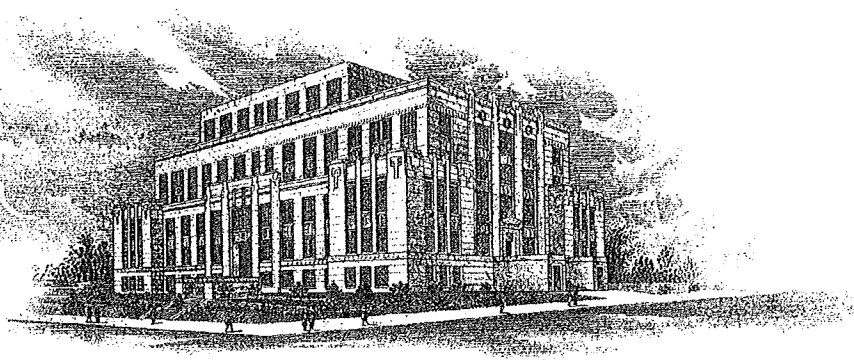
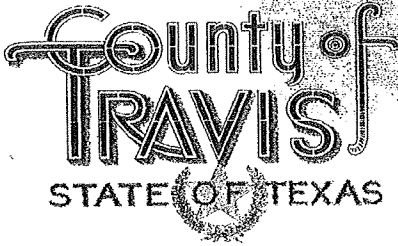
6. If this is a new program, please provide information why the County should expand into this area.

Not applicable.

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 Family Drug Treatment Court is vital to families in our community. There is a great need for prevention programs that target substance abusing parents for child abuse and neglect cases. In response, the Travis County Civil Courts have developed and implemented a Drug Court. The purpose of the drug court is to protect the safety and welfare of children through a court-based system that gives parents the tools they need to become sober, responsible caregivers. The impact will be recognized in improved re-unification, family organization and cohesion.


To successfully evaluate the performance of the drug court, the court has documented the implementation and development of the program using a comprehensive process and outcome evaluation design. The design will be used to assess the effectiveness of the program. The Drug Court Coordinator (grant-funded) position, oversees the collection, management, analysis, interpretation, and reporting as required.



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

MEMORANDUM

TO: Diana Ramirez, Budget Analyst, Planning and Budget Office

FROM: 
Peg Liedtke, Director of Court Management, Civil Courts

DATE: March 2, 2010

RE: Grant Application Approval, Criminal Justice Division's Drug Court Program Grant - Family Drug Treatment Court (FDTC)

The Civil Courts are requesting grant application approval to seek funding to continue the Family Drug Treatment Court (FDTC) program from the Governor's Office Criminal Justice Division Drug Court Program Grant.

There is a great need for prevention programs that target substance abusing parents for child abuse and neglect cases. The continuation of the Travis County Family Drug Treatment Court (FDTC) is vital to families in our community. The purpose of this court is *to protect the safety and welfare of children through a court-based system that gives parents the tools they need to become sober, responsible caregivers.*

Please review this item and place it on the agenda for Commissioners' Court on Tuesday, March 16, 2010, for their consideration. Thank you in advance for your attention to this matter. If you have any questions or concerns, please feel free to contact me at extension 4-9364.

[Print This Page](#)

Agency Name: Travis County
Grant/App: 1974704 **Start Date:** 9/1/2010 **End Date:** 8/31/2011

Project Title: Family Drug Treatment Court
Status: Application Pending Submission

Eligibility Information

Introduction

The Office of the Governor (OOG) publishes funding opportunities, known as **Requests for Applications (RFA)**, through the Texas Secretary of State. Click [here](#) to visit the Secretary of State's website to locate the RFAs in the appropriate Texas Register Issue. In addition, OOG requires all applicants and grantee organizations to adhere to the *Texas Administrative Code (TAC)* as adopted. Click [here](#) to view the current TAC, or click [here](#) to view the previous versions of the TAC.

Submission Process

When applying for a grant pursuant to an **RFA** published in the *Texas Register* by OOG, applicants must submit their applications according to the requirements provided in the **RFA**. OOG may also consider applications for grants that are not submitted pursuant to an **RFA**. Applicants will be selected in accordance with *1 TAC, §3.7*.

Selection Process

All applications submitted to OOG are reviewed for eligibility, reasonableness, availability of funding, and cost-effectiveness. For applications submitted pursuant to an **RFA**, the executive director will select a review group, COG, or other designee to prioritize the applications and submit a priority listing to the executive director, who will render the final funding decision. A review group may include staff members, experts in a relevant field, and members of an advisory board or council. For more information regarding the selection process, see *1 TAC, §3.7*.

Funding Decisions

All grant funding decisions rest completely within the discretionary authority of OOG. The receipt of an application for grant funding by OOG does not obligate OOG to fund the grant or to fund it at the amount requested. Neither the approval of a project nor any grant award shall commit or obligate OOG in any way to make any additional, supplemental, continuation, or other award with respect to any approved project or portion thereof. OOG makes no commitment that a grant, once funded, will receive priority consideration for subsequent funding. For more information regarding the application process, see *1 TAC, §3.7* and *3.9*.

Adoptions by Reference

All grantees receiving federal and state funds must comply with the applicable statutes, rules, regulations, and guidelines related to the funding source under which the grant is funded. In instances where both federal and state requirements apply to a grantee, the more restrictive requirement applies. For more information regarding grant funding, see *1 TAC, §3.19*.

Community Plans

Each community, consisting of a single county or a group of counties, must file with a COG a community plan that addresses the community's criminal justice priorities. A community plan should assess local trends and data; identify problems, resources, and priorities; develop effective strategies; and set goals and objectives. For more information regarding community plans, see *1 TAC, §3.51*.

Juvenile Justice and Youth Projects

Juvenile justice projects or projects serving delinquent or at-risk youth, regardless of the funding source, must address at least one of the priorities developed in coordination with the Governor's Juvenile Justice Advisory Board to be eligible for funding. For more information regarding these priorities, see *1 TAC, §3.53*.

Monitoring

OOG will monitor the activities of grantees as necessary to ensure that grant funds are used for authorized purposes in compliance with all applicable statutes, rules, regulations, guidelines, and the provisions of grant agreements, and that grantees achieve grant purposes. Grantees must make available to OOG or its agents all requested records relevant to a monitoring review. For more information regarding monitoring, see 1 TAC, §3.2601.

Your organization's Texas Payee/Taxpayer ID Number:
17460001922021

Application Eligibility Certify:
Created on: 2/22/2010 9:48:53 AM By: Michelle Kimbrough

Profile Information

Introduction

The **Profile Details** section collects information about your organization such as the name of your agency and project title, the geographic area your project will serve and information about your grant officials. Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct. In addition, you have a 2-hour time limit for each tab where you will need to complete the information correctly and then click the **Save and Continue** button. There is a timestamp in the upper-right hand corner of the page that notes when you first clicked on the tab. From that point, you have 2 hours to complete the information on that tab correctly. If you do not complete the information correctly (for the required fields) and then you click on the **Save and Continue** button, you will be redirected to the eGrants Home Page. If this happens, your data will not be saved in the system. You may also choose to compose a message on this page for OOG to review. This can be done by typing in the **Notes By Grantee / OOG** message box.

Email Addresses & Grant Officials Information

Designating Grant Officials Within your Application:


Enter a valid and unique email address for each grant official and click the **Verify Email and Set Official to the Project** button. If you receive an error message regarding an email address, the grant official you are trying to assign to the project has not registered for a user account in eGrants. Please inform the agency's grant official or designee that they must log in to the [eGrants Home Page](#), and register for a user account. If you need technical assistance, please contact the [eGrants Help Desk](#) by email.

Updating Grant Officials on Active Grants:

To reassign a grant official - **Authorized Official, Financial Officer, Project Director, or Grant Writer** - to your grant project, ensure that the new official registers for a user account in eGrants *first*. Next, go to the Request Adjustment tab and check the box indicating you would like to Designate a New Grant Official, provide a brief explanation for the change in the Grant Adjustment Justification box, and then click the 'Create Adjustment Request' button. This will open the Profile Details tab allowing you to make the appropriate changes. After you have entered a valid email address for the new Official, go to the Certify Adjustment tab and click on the 'Certify Adjustment' button to send your request to OOG for review. If your organization is designating a new Authorized Official, check your records to see if a revised Resolution is required. Upload the approved Resolution to your grant project on the 'Summary / Upload Files' sub-tab. If you need technical assistance, please contact the [eGrants Help Desk](#) by email.

Getting Started

On this tab you will notice a certain icon that is displayed.

-  = an **Information** icon - this help icon is next to certain items that may need further explanation. Simply click and review the information provided in the pop up window.

Applicant Agency Name: Travis County
Project Title: Family Drug Treatment Court
Division or Unit to Administer the Project: District Courts/ Civil Courts
Address Line 1: 1000 Guadalupe St.
Address Line 2:
City/State/Zip: Austin Texas 78701
Payment Address Line 1: PO Box 1748
Payment Address Line 2:
Payment City/State/Zip: Austin Texas 78767-1748
Start Date: 9/1/2010
End Date: 8/31/2011

Regional Council of Governments(COG) within the Project's Impact Area: Capital Area Council of Governments
Headquarter County: Travis
Counties within Project's Impact Area: Travis

Grant Officials:**Authorized Official****User Name:** Samuel Bliscoe**Email:** sam.bliscoe@co.travis.tx.us**Address 1:** Post Office Box 1748**Address 1:****City:** Austin, Texas 78767**Phone:** 512-854-9555 Other Phone:**Fax:** 512-854-9535**Agency:****Title:** The Honorable**Salutation:** Judge**Project Director****User Name:** Peg Leldtke**Email:** peg.lledtke@co.travis.tx.us**Address 1:** 1000 Guadalupe St.**Address 1:****City:** Austin, Texas 78701**Phone:** 512-854-9364 Other Phone:**Fax:** 512-854-9332**Agency:****Title:** Ms.**Salutation:** Ms.**Financial Official****User Name:** Susan Spataro**Email:** susan.spataro@co.travis.tx.us**Address 1:** P.O. Box 1748**Address 1:****City:** Austin, Texas 78767**Phone:** 512-854-9125 Other Phone:**Fax:** 512-854-6640**Agency:****Title:** Ms.**Salutation:** Ms.**Grant Writer****User Name:** Michelle Kimbrough**Email:** michelle.kimbrough@co.travis.tx.us**Address 1:** 1000 Guadalupe**Address 1:** P.O. Box 1748**City:** Austin, Texas 78767**Phone:** 512-854-8876 Other Phone: 512-656-1536**Fax:** 512-854-9332**Agency:****Title:** Ms.**Salutation:** Ms.**Grant Vendor Information****Introduction**

The **Grant Vendor** section of the application collects grant payment information for your organization. The following items will be auto-filled from previous data you supplied in eGrants: Organization Type, State Payee Identification Number, and Data Universal Numbering System (DUNS) Identifier (if applicable). Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct. In addition, you have a 2-hour time limit for each tab where you will need to complete the information correctly and then click the **Save and Continue** button. There is a timestamp in the upper-right hand corner of the page that notes when you first clicked on the tab. From that point, you have 2 hours to complete the information on that tab correctly. If you do not complete the information correctly (for the required fields) and then you click on the **Save and Continue** button, you will be redirected to the eGrants Home Page. If this happens, your data will not be saved in the system. You may also choose to compose a message on this page for OOG to review. This can be done by typing in the **Notes By Grantee / OOG** message box.

Financial Management Tools

In order to receive payments from OOG, download, complete and send the following forms to the Office of the Governor, Financial Services Division, Post Office Box 12428, Austin, Texas 78711.


Texas Application for Payee Identification Number Form In [PDF](#) - 12/08/2009

Texas Direct Deposit/Advance Payment Form In [MS Excel](#) or [PDF](#) - 12/08/2009

IRS W-9 Form In [PDF](#) - 12/08/2009

Getting Started

On this tab you will notice a certain icon that is displayed.

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Organization Type: County

Organization Option: applying to provide services to all others

Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460001922021

Data Universal Numbering System (DUNS): 030908842

Payment Address Line 1: PO Box 1748

Payment Address Line 2:

Payment City/State/Zip: Austin Texas 78767-1748


Narrative Information

Introduction

The **Narrative** section is the description of your project. It is important that the information you provide about your project is clear and as concise as possible. Note: All applicants must certify to the eligibility requirements specific to the fund source. The minimum requirements to complete this page are the **Program Requirements, Problem Statement, Supporting Data, Goal Statement, and Project Summary** sections. We recommend that you complete any sections applicable to your project to assist in the application review process. Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct. In addition, you have a 2-hour time limit for each tab where you will need to complete the information correctly and then click the **Save and Continue** button. There is a timestamp in the upper-right hand corner of the page that notes when you first clicked on the tab. From that point, you have 2 hours to complete the information on that tab correctly. If you do not complete the information correctly (for the required fields) and then you click on the **Save and Continue** button, you will be redirected to the eGrants Home Page. If this happens, your data will not be saved in the system. You may also choose to compose a message on this page for OOG to review. This can be done by typing in the **Notes By Grantee / OOG** message box.

Getting Started

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Primary Mission and Purpose

The Drug Court Program supports projects that provide court-supervised substance abuse treatment as an alternative to traditional criminal sanctions, as defined in Chapter 469 of the Texas Health and Safety Code.

Funding Levels

The anticipated funding levels for the Drug Court program are as follows:

- Minimum Award - None
- Maximum Award - None
- The Drug Court program does not require a grantee to provide matching funds.

For more information regarding grantee match, please click on the **Budget** tab, and then click on the **Source of Match** tab in eGrants.

Note: If you voluntarily include matching funds that exceed the minimum match requirement, you will be held to that amount throughout the grant period.

* The requirements for this fund source are subject to change pursuant to actions of the Texas Legislature.

Preferences – Preference will be given to:

1. mandated drug courts under Texas Health and Safety Code, §469.006; and
2. applicants who demonstrate cost effective programs focused on a comprehensive and effective approach to services that compliment the Governor's strategies.

Drug Court Program Requirements

Drug Court programs that provide court-supervised substance abuse treatment as an alternative to traditional criminal sanctions, as defined in Chapter 469 of the Texas Health and Safety Code must incorporate the following ten (10) essential characteristics of drug courts noted below and codified in Texas Health and Safety Code §469.001 to be eligible for funding:

Ten Essential Characteristics

Integration of Services – The integration between alcohol and other drug treatment services in the processing of cases in the judicial system.

Non-Adversarial Approach – The use of a non-adversarial approach involving prosecutors and defense attorneys to promote public safety and to protect the due process rights of program participants.

Prompt Placement – Early identification and prompt placement of eligible participants in the program.

Access – Access to a continuum of alcohol, drug, and other related treatment and rehabilitative services.

Abstinence Monitoring – Monitoring of abstinence through weekly alcohol and other drug testing.

Compliance Strategy – A coordinated strategy to govern program responses to participants' compliance.

Judicial Interaction – Ongoing judicial interaction with program participants.

Evaluation – Monitoring and evaluation of program goals and effectiveness.

Education – Continuing interdisciplinary education to promote effective program planning, implementation, and operations.

Partnerships – Development of partnerships with public agencies and community organizations.

General Approaches

- Pre-adjudication – The defendant is diverted to the treatment program in lieu of prosecution before charges are filed or before final case.
- Post-adjudication – The drug offender begins the drug court program after entering a plea of guilty or nolo contendere or having been found guilty, often as a condition of probation.
- Reentry – Offenders completing sentences of incarceration or lengthy terms of residential treatment are ordered into the treatment program to facilitate their transition and reintegration into society.
- Civil – Participants enter the drug court program in relation to suits affecting the parent-child relationship, child welfare / CPS cases, child support cases, or other civil matters.

Select the **general approach(es)** this drug court will follow below.

Select all that apply:

- ☐ Pre-adjudication
- ☐ Post-adjudication
- ☐ Reentry
- ☒ Civil
- ☐ N/A

Observation – The drug court team (judge, prosecutor, defense counsel, treatment provider, supervision officer, court coordinator, etc.) of a new program must observe at least one drug court staffing session and hearing, in Texas, prior to program implementation.

Policies and Procedures – The drug court will develop and maintain written policies and procedures for the operation of the program.

Information Sharing – The applicant will submit a copy of any project evaluations, evaluation plans, recidivism studies, or related reports that are completed during the grant period to CJD.

Jurisdiction – Provide the name of the court administering the Drug Court program (e.g., 999th Judicial District Court, Somewhere County Criminal Court, or City of Somewhere Municipal Court). If this has not been decided enter 'To Be Determined', or enter 'N/A' if this item does not apply.

126th Judicial District Court of Travis County Civil Courts

Drug Court Date – If the Drug Court has commenced operations, provide the date that this Drug Court was established.

Enter the date [mm/dd/yyyy]:

2/18/2008

Drug Court Type

- Adult - Programs serving adults (either pre-adjudication, post-adjudication, or reentry).
- Family - Programs serving parents who enter the drug court in relation to suits affecting the parent-child relationship, including child welfare / CPS cases, child support cases, or other civil matters.
- Juvenile - Programs serving juveniles (either pre-adjudication, post-adjudication, or reentry).

Select the type of drug court that will be operated:

☐ Adult
☒ Family
☐ Juvenile
☐ N/A

Will the drug court accept **DWI offenders**?

Select the appropriate response:

☒ Yes
☐ No
☐ N/A

Presiding Judge - The presiding judge of a drug court funded with Drug Court funds must be an active judge holding elective office or a master. Is the presiding judge of the drug court an active judge holding elective office or a master?

Select the appropriate response:

☒ Yes
☐ No
☐ N/A

Enter the name of the **Presiding Judge** for the Drug Court. If this has not been decided enter 'To Be Determined', or enter 'N/A' if this item does not apply.

The Honorable Darlene Byrne

Enter the name, phone number and email address of the **Drug Court Coordinator**. If this has not been decided enter 'To Be Determined', or enter 'N/A' if this item does not apply.

Michelle Kimbrough

Note: The Drug Court Coordinator usually monitors the operation of the Drug Court, supervises Drug Court staff, participates in Drug Court judicial staff meetings, prepares and oversees Drug Court contracts with service providers, maintains data on Drug Court operations, and communicates with legal staff, government officials, social service agencies, and the public regarding matters of the Drug Court.

Has the drug court ever applied for **federal funding**?

Select the appropriate response:

☒ Yes
☐ No
☐ N/A

Has the drug court ever received **federal funding**?

Select the appropriate response:

☐ Yes
☒ No
☐ N/A

If you selected **Yes** above, provide the federal award amount, grant period [mm/dd/yyyy to mm/dd/yyyy], and explain how CJD funds will be used to support or expand the project and not replace existing funds.

Enter the federal funding description:

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point-of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with CJD and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Dana Hess, Employment Specialist

Enter the Address for the Civil Rights Liaison:

1010 Lavaca 2nd Floor Austin, Texas 78701

Enter the Phone Number for the Civil Rights Liaison:

5128549165

Certification

Each applicant agency will certify to the specific criteria detailed above under **Program Requirements** to be eligible for funding under the Drug Court Program Solicitation.

X I certify to all of the above eligibility requirements.

Problem Statement:

Please provide a detailed account in the Problem Statement section of the existing issues your project will target.

Enter your problem statement:

A significant number of child abuse/neglect civil lawsuits in Travis County involve the substance abuse or dependence of at least one parent. Child abuse/neglect cases due to parental substance abuse or dependence pose immense challenges for the Travis County Civil Court System, local child welfare systems, and treatment providers. Due to the complex nature of substance abuse and dependence and the amount of intervention necessary to begin the journey of recovery for a lifetime, the existing family court and child welfare systems are not equipped to handle these cases effectively. As a result, parents continue their addictions while their children, unable to return home, languish in foster care or are placed for adoption with strangers. The Travis County Civil Courts believe that the Family Drug Treatment Court effectively assists parents with overcoming substance abuse and dependency in order to safely parent their children.

Supporting Data:

Provide as much supporting data, to include baseline statistics and the sources of your data, which are pertinent to where the grant project is located and/or targeted. Do not use statewide data for a local problem or national data for a statewide problem.

Enter your supporting data:

In Travis County, Child Protective Services confirmed 1,777 victims of abuse or neglect in fiscal year 2009. Approximately 77% of these children were victims of neglectful supervision and 16% were victims of physical abuse, both common forms of abuse/neglect when substance abuse by a parent is involved. Of the 19,743 investigations completed by Child Protective Services in Travis and other counties in same area, approximately 40.4% alleged drug or alcohol abuse by a caretaker. Of these investigations, 3,877 involved caretaker substance abuse and 685 involved infant addiction to drugs at the time of birth. During this same time period, 369 Travis County children were placed in substitute care and \$11,775,677.99 was spent in foster care expenditures (Texas Department of Family and Protective Services). In the calendar year of 2009 the civil courts of Travis County served an average of 556 families with active child abuse/neglect civil lawsuits each month. As of January, 5 2010, approximately 153 (28%) of those lawsuits involved at least one parent who was provided with substance abuse assessment or treatment services (Travis County Civil Courts). The Travis County Family Drug Treatment Court served 43 families in the calendar year 2009. Approximately 60% of the children served remained in the care of their parent(s) and only 17% were placed in foster care, thus, saving tax-payer expense in foster care. Since this program began in February of 2008, there have been 5 parents that have successfully completed the program and maintained custody of their 11 children. The program has gradually increased from 1 participant at the beginning of March 2008, to 29 participants as of January 1, 2010.

Community Plan:

For projects that have a local or regional impact target area, provide information regarding the community plan need(s) that your project will address.

Enter your community planning needs:

The Travis County 2009-2010 Community Plan under "State Criminal Justice Planning" and "Safe and Drug-Free Schools and Communities" lists Priority #1 as "Family Stability. Programs or other initiatives designed to strengthen family support systems in an effort to positively impact the lives of youth..." The community plan also refers to statistics on the number of children removed from abusive homes, the number of alleged and confirmed victims of abuse/neglect, and the number of fatalities as a result of child abuse. The Travis County Family Drug Treatment Court supports these community plan goals by providing for the safety of child victims of abuse/neglect through court-based intervention with their parent(s) in becoming sober and safe caregivers.

Goal Statement:

Provide a brief description of the overall goals and objectives for this project.

Enter a description for the overall goals and objectives:

Goals of the Travis Family Drug Treatment Court are as follows: (1) to stop the cycle of abuse and neglect in families; (2) to help substance-abusing parents to become sober, receive appropriate treatment, and consequently make positive changes in their lives and the lives of their child(ren); (3) to establish permanency for the child(ren) in a timely fashion while providing comprehensive and intensive substance abuse treatment and wraparound services; and (4) to provide a structured therapeutic approach to assist primary custodians in living a drug-free life, to assume the full responsibilities of parenthood, and achieve reunification within statutory timeframe.

Cooperative Working Agreement (CWA):

When a grantee intends to carry out a grant project through cooperating or participating with one or more outside organizations, the grantee must obtain authorized approval signatures on the cooperative working agreement (CWA) from each participating organization. Grantees must maintain on file a signed copy of all cooperative working agreements, and they must submit to CJD a list of each participating organization and a description of the purpose of each CWA. Cooperative working agreements do not involve an exchange of funds.

For this project, provide the name of the participating organization(s) and a brief description of the purpose(s) for the CWA(s). You should only provide information here that this project's successful operation is contingent on for the named service or participation from the outside organization.

Note: A **Sample CWA** is available [here](#) for your convenience.

Enter your cooperating working agreement(s):

The Family Drug Treatment Court (FDTC) has a Cooperative Working Agreement (CWA) with Child Protective Services, the agency that files all petitions requesting Court intervention due to a parent's alleged abuse or neglect of their child(ren). When these cases involve a substance abusing parent that meets the criteria for the FDTC, the Court has the option to offer the FDTC program to the parent(s). When a parent's case is involved with the FDTC, CPS comes to the FDTC hearings, works closely with the family, and is a part of the team that makes recommendations to the Court. The FDTC also has a CWA with the Court Appointed Special Advocates (CASA) of Travis County. CASA is an agency that works with the FDTC by providing volunteer advocacy services to the families and children involved with the FDTC.

Each family involved with the FDTC has a CASA assigned to their Court case. CASA attends the FDTC hearings, staffing, and makes recommendations to the Court. The FDTC also has a CWA with the Travis County Health and Human Services and Veteran Services Office. This office receives a federal grant called Parenting in Recovery that provides for treatment services, housing, and other assistance. This project involves a collaboration of several Travis County community organizations including the FDTC. All participants in this program are also participants in the FDTC. The purpose of these CWAs is to ensure these agencies continue to support the goals and objectives of the FDTC.

Continuation Projects:

For continuation projects only, if your current or previous year's project is NOT on schedule in accomplishing the stated objectives, briefly describe the major obstacles preventing your organization from successfully reaching the project objectives as stated within your previous grant application. (Data may be calculated on a pro-rated basis depending on how long the current or previous year's project has been operating.)

Enter your current grant's progress:

Not applicable.

Project Summary:

Briefly summarize the entire application, including the project's problem statement, supporting data, goal, target group, activities, and objectives. Be sure that the summary is easy to understand by a person not familiar with your project and that you are confident and comfortable with the information if it were to be released under a public information request.

Enter your summary statement for this project:

The presence of abuse and neglect cases due to parental substance abuse poses immense challenges for the court and child welfare systems in Travis County, Texas. Current data suggest that approximately 40% of the investigations that Child Protective Services conducts in Travis and surrounding counties allege the substance abuse of a caregiver and approximately 28% of the existing child welfare cases with open lawsuits in Travis County involve a parent with a substance abuse concern or problem. In response, the Travis County Civil Courts have implemented a Family Drug Treatment Court (FDTC) program. The court seeks to protect the safety and welfare of children through a court-based system that gives parents the tools they need to become sober, responsible caregivers. It is estimated that this program has already saved the state considerable costs in payment for foster care. The project targets parents with a substance abuse or dependency problem who have either lost temporary custody of their children or who are in danger of losing custody of their children due to abuse and/or neglect. The FDTC activities include substance abuse screening and assessment, treatment, and specialized collaborative judicial oversight. Funding will support improved assessment systems, the development of a specialized court docket, a full-time FDTC Coordinator, a full-time Caseworker, and community substance abuse treatment and supportive aftercare services. The project seeks to serve 30 families during the next fiscal year. Progress will be measured by the number of participants linked to appropriate substance abuse services and the number of families successfully reunited. Through intensive services, monitoring, and case work, the FDTC will ensure that all children remaining with custodians in drug court will experience safe and nurturing permanent homes.






Project Activities Information

Introduction

The **Project Activities** section of the application gathers information about the type of activities your project will incorporate. Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct. In addition, you have a 2-hour time limit for each tab where you will need to complete the information correctly and then click the **Save and Continue** button. There is a timestamp in the upper-right hand corner of the page that notes when you first clicked on the tab. From that point, you have 2 hours to complete the information on that tab correctly. If you do not complete the information correctly (for the required fields) and then you click on the **Save and Continue** button, you will be redirected to the eGrants Home Page. If this happens, your data will not be saved in the system. You may also choose to compose a message on this page for OOG to review. This can be done by typing in the **Notes By Grantee / OOG** message box.

Getting Started

On this tab you will notice certain icons that are displayed.

-  = a **pencil** icon - click on this icon to edit your selections.
-  = a **pencil** icon with a **red slash** through it - click on this icon to cancel your edits.
-  = a **red delete** icon - click on this icon to delete the item.
-  = a **diskette** icon - click on this icon to save your work. When this icon appears, it is your cue to save the item that you are working on; otherwise, your data will be lost.
-  = an **information** icon - this help icon is next to certain items that may need further explanation. Simply click and review the information provided in the pop up window.

Drug Courts

Does your project have a Steering Committee that helps direct and enhance your court's operations?

☒ Yes

☐ No

☐ N/A

List the members of your project's treatment team and describe their role in supporting the participants.

List the members of your project's treatment team and describe their role in supporting the participants. The Family Drug Treatment Court team consists of the Judge, the Assistant District Attorney representing Child Protective Services, Child Protective Services case workers and supervisors, Court Appointed Special Advocates (CASA) of Travis County (supervisors and volunteers), Parenting In Recovery, the Drug Court Coordinator, Austin Recovery, the parent's attorneys, the Safe Start Fund, Foundation Communities, and Access to Recovery (ATR)/ Outreach, Screening, Assessment and Referral (OSAR). All of these agencies have designated team members that attend weekly staffing and drug court hearings. These team members have the following roles: 1.) The Judge - provides judicial oversight, incentives, and accountability to the program participants and acts as the leader of the team making the final decision on all Court orders and aspects of the program operations; 2.) The Drug Court Coordinator - chairs committee meetings, provides direct oversight and case management to participants, reports contacts and progress to the Court, facilitates all operations of the program including data collection, reporting, docketing, contract management, and maintenance of policies and procedures; 3.) CASA of Travis County - provides advocacy for the children and supports the children's best interests through the support of their parents recovery and progress in the drug court program; 4.) CPS workers and supervisors - provide intensive case management and contract services (for example: individual counseling) to the participants in the program, monitor participants and their children in the home for issues of child safety, and reports to the coordinator and the Court on an ongoing basis; 5.) Austin Recovery - acts as the primary treatment provider for program participants by providing inpatient, outpatient, and aftercare treatment services and provides ongoing education and clinical expertise to the team during weekly staffing and other team meetings; 6.) Parenting In Recovery (from the Travis County Office of Health and Human Services and Veterans Services) - provides funding for housing, treatment, and other services to participants and provides expertise and training to the team members in the context of a community-wide collaboration for the safety of children through the treatment and intervention with their mothers who have a substance abuse/ dependency problem; 7.) The Assistant District Attorney - provides legal expertise, advocates the position of Child Protective Services during drug court staffing and hearings, files the original petition for Court intervention, and promotes compliance with statutory legal deadlines in the course of child welfare lawsuits; 8.) The Parents' Attorneys - provides legal representation / advocacy to the parents in the drug court staffing and hearings, advises each parent about their legal rights and responsibilities to the drug court program prior to the parent signing the contract to participate; 9.) Foundation Communities - provides housing and case management services to some program participants funded by Parenting In Recovery, provides expertise to the other team members issues of housing and homelessness; 10.) The Safe Start Fund - provides support services and funding to participants that cannot be obtained through other community resources or existing program funds (for example: clothing donations, items for the "treasure box" as participant incentives, food for celebrations and graduations, funding for outstanding utility bills, funding for medical care, and diapers and formula for children); 11.) Access to Recovery (ATR) / Outreach, Screening, Assessment and Referral (OSAR) - provides assessment services and funding for treatment and housing for participants through state and federal funding, provides out of town treatment options that are not available through Parenting In Recovery.

Provide the average caseload size for a full-time case manager/probation officer assigned to this project.

The only case manager hired to serve only participants in the Family Drug Treatment Court program is the Drug Court Coordinator. As of January 5, 2010 there were 29 participants in the program. The capacity of the program is 30 participants.

Provide your project's policy on drug testing participants.

All participants are required to submit random drug tests in any form requested (hair, swab, urine, or ETG urine) and at any time of the request by the Court, CPS, or the Drug Court Coordinator. Participants are required to submit to kit or instant tests immediately and tests at a contracted lab site within 24 hours of the request. Additionally, all participants are required to call the Drug Court Coordinator's voice mail on a schedule that is dependent on their current phase in the program. Participants in relapse phase, cautionary phase, phase I or phase II of the program are required to call the voicemail everyday. Participants in phase III or phase IV of the program are required to call every Monday, Wednesday, and Friday. Each day the voicemail will have recorded instructions for participants based on their assigned color (either yellow, orange, green, red, blue, or purple). For example, the voicemail could instruct all participants that are assigned the color "red" to submit a drug test that day. The participants with the assigned color on the voicemail, are required to submit a test that day before the contracted labs close. If they do not submit a test as requested, participants are subject to sanctions at their next Family Drug Treatment Court hearing. The drug testing color schedule is devised each month by the Drug Court Coordinator. Participants in relapse phase, cautionary phase, phase I and phase II are tested at least once a week and participants in phase III and phase IV are tested at least twice a month. If a participant wishes to dispute the result of a kit or instant test, they may do so by immediately going to submit another test at a contracted lab. If a participant wishes to dispute the result of a test conducted at a contracted lab, they may do so but must pay for the additional test with their own money.

Describe the process you will use to determine your project's effectiveness.

In order to determine the effectiveness of the project, the Family Drug Treatment Court will compare participants in the program to other parents with open CPS lawsuits who have substance abuse/ dependency problems but are not involved in the program. The Parenting In Recovery program (described above as a member of the drug court team) is already implementing an evaluation which compares the participants in that program (which are all also participants in the Family Drug Treatment Court program) to a control group of parents who are not participating in the program but were referred to Child Protective Services in a similar manner for reasons of substance abuse. The Parenting In Recovery grant and evaluation encompasses a five year time period and at this time Parenting In Recovery has only progressed to year three of the project. Travis County has also prepared a management and information system that the Drug Court Coordinator began utilizing in October of 2009. This system tracks the progress and outcomes of program participants and parents initially referred to the program. Progress and outcomes for the program participants will be compared to the progress and outcomes of parents who are involved in open civil lawsuits brought by Child Protective Services, who have been offered substance abuse treatment services but are not involved in the drug court program. Currently Travis County also has a Petition Tracking System facilitated by the Travis County Civil Courts. This system tracks the number of open lawsuits initiated by Child Protective Services, the number of hearings held, and the number of cases where substance abuse screening or treatment services are offered to the family, among other data. Finally, it is the policy and continued plan for the Family Drug Treatment Court to follow participants who have commenced from the program (with their voluntary consent) for at least 6 months after their successful completion of the program to determine if there have been any further referrals to CPS for abuse or neglect, if any further referrals have been confirmed as Reason to Believe for abuse/ neglect, if any additional lawsuits have been filed by CPS, and if the parent has been arrested for any offense (drug related, violent, or other).

Provide the total cost for operating your project during the previous fiscal year. (This should include all salaries, travel, counseling, treatment services, office supplies, etc.)

671318

List the sources and amounts of non-CJD funding used to support this project during the previous fiscal year. (This may include local or state funds and any other charges to participants.)

The participants of the Family Drug Treatment Court (FDTC) program are supported by three other funding sources in addition to the Office of the Governor. These funding sources also do not include the contribution to participant's treatment that is made each year by Access to Recovery and the Department of State Health Services (listed below). One of these funding sources is the Parenting in Recovery (PIR) program. Although not all of the participants in the FDTC program are involved in the PIR program, all of the PIR program participants are involved in the FDTC program. The Parenting in Recovery program is funded by a \$2.5 million grant to Travis County Health and Human Services and Veterans Services from the federal government for a period of 5 years. Each year the program serves 18 – 20 mothers that are also participants in the FDTC program. The majority of this funding is devoted to 90 days of inpatient substance abuse treatment and housing expenses for a period of up to 9 months. The funding can also be utilized for dental care, utility bill assistance, medications, psychiatric treatment, and other fees. Another source of funding benefiting the FDTC program is that of the Travis County 126th Judicial District Court, specifically the amount of hours that the Court staff spend on FDTC related activities and the percentage of their salary that corresponds with this amount of time. The Judge specifically donates approximately 8 hours of time each week to FDTC related matters to include presiding over the hearings, attending staffing, reading the Court reports, and attending program committee meetings. Two of the Judge's staff, her Court Operations Manager and Staff Attorney, spend approximately 4 hours each week on activities related to the functioning of the FDTC program. The total salary for the Judge and her staff that corresponds to these 16 hours of time is approximately \$45,068.00. Another funding source for the participants in the Family Drug Treatment Court program is the Safe Start Fund, which is administered by Community Foundations (a local non-profit organization). The fund is utilized by FDTC participants at the discretion of the Safe Start committee, which is comprised only of community volunteers that support the participants of the program. The Safe Start Fund donated approximately \$5,000 to the FDTC participants this year in the form of furniture and clothing donations, gift cards and other incentives, bracelets as tokens of commitment to the program, and bracelet charms as incentives tied to phase advancement. The fund also provided for food and cakes at participant graduations, celebrations, and team member training activities. A final cost of the program involves the expenses paid for training registration, travel, and lodging. This year the Office of the Governor funded 5 team members' participation in the annual Texas Association of Drug Court Professional Conference in Lubbock, Texas and 3 team members' participation in the annual National Association of Drug Court Professional Conference in Annahelm, California. In past years, training, lodging, and travel expenses for both training conferences and observations of other drug courts have been provided by Casey Family Programs and the Court Improvement Project of the Texas Supreme Court Commission.

List the treatment resources used for this project (e.g., ATR, TAIP, in-house, etc.).

The Family Drug Treatment Court program utilizes the services and funding of Parenting in Recovery (as described above), Access to Recovery II, and state funding through the Department of State Health Services for participant's substance abuse treatment. Provide the total fees collected in your county during the most recently completed fiscal year, in accordance with Chapter 102.0178, Code of Criminal Procedure, for offenses found in Chapter 49, Penal Code (DWI) and Chapter 481, Health and Safety Code (controlled substances). Note: The party responsible for collecting court assessed fees in your county may be the treasurer, county clerk, or district clerk.

66957

Of the fees collected in your county, provide the amount that was directed to your project.

0

Describe how your project used those fees.

Not applicable. No fees have been reassigned to this project by Travis County.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Drug Court - Family	100.00	The Family Drug Treatment Court (FDTC) will target the entire family as a client, integrating the needs of both the children and their parents. The FDTC will identify substance abusing or dependent parents who have abused and/or neglected their children by screening the petitions filed by the Department of Family and Protective Services (DFPS). Parents who have abused or neglected their children, who abuse alcohol or drugs, and who meet the established criteria, will be presented with the opportunity to voluntarily join the FDTC program. Parents may elect not to participate in the program, at which time their cases will continue on the existing DFPS Court docket. Parents who do elect to participate in the program will sign a program agreement after consultation with a FDTC attorney. These parents will then promptly receive a comprehensive drug and alcohol abuse assessment and substance abuse treatment to begin immediately (if these services have not already been provided or begun). The FDTC is designed to combine the persuasive powers of the Court with a therapeutic regimen of treatment. This combination fosters the rehabilitation of participants, while also providing them with a sense of accountability for their actions. FDTC participants will have their cases heard before the Judge weekly or as determined by their level of supervision. A range of treatment, services, sanctions, and incentives will be blended together to enhance a successful outcome. Participation in the FDTC program will be supported through case management, brokering of community resources, and a coordinated FDTC team approach. The average length of FDTC participation will be twelve to eighteen months. During this time participants will be required to attend substance abuse treatment and counseling, submit random drug tests, and comply with any other Court orders.

Geographic Area:

The geographic area is Travis County, Texas.

Target Audience:

Families who are under the jurisdiction of the Travis County District [Civil] Courts and whose children are placed at risk by their parents' involvement with substance abuse or dependency will be eligible for participation in the Travis County Family Drug Treatment Court program.

Gender:

Males and females.

Ages:

All ages. The focus of the Family Drug Treatment Court is the best interest of the child, while addressing the needs of the mother, father, and the family as a whole.

Special Characteristics:





The proposed Family Drug Treatment Court includes services to families with substance abuse and co-occurring mental health problems.

Measures Information**Introduction**

The **Project Measures** section of the application collects data to track the performance of your proposed project toward its stated objectives. Output measures demonstrate the level of activity of a project. Outcome measures demonstrate the impact of a project in a targeted area, reflecting the extent to which the goals and objectives of the project have been achieved. Output and outcome measures displayed on this page correspond to activities selected or created on the **Activities** page. Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct. In addition, you have a 2-hour time limit for each tab where you will need to complete the information correctly and then click the **Save and Continue** button. There is a timestamp in the upper-right hand corner of the page that notes when you first clicked on the tab. From that point, you have 2 hours to complete the information on that tab correctly. If you do not complete the information correctly (for the required fields) and then you click on the **Save and Continue** button, you will be redirected to the eGrants Home Page. If this happens, your data will not be saved in the system. You may also choose to compose a message on this page for OOG to review. This can be done by typing in the **Notes By Grantee / OOG** message box.

Getting Started

On this tab you will notice certain icons that are displayed.

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-  = a **pencil** icon with a **red slash** through it - click on this icon to cancel your edits.
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-  = an **information** icon - this help icon is next to certain items that may need further explanation. Simply click and review the information provided in the pop up window.

Progress Reporting Requirements

All programs will be required to report the output and outcome measures for this program to Texas A&M University, Public Policy Research Institute (PPRI).

Objective Output Measures

OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
Number of new enrollments in the program.	9	18
Number of participants in the program. ("Participants" should include the number in the program at the beginning of the reporting period plus the number of enrollments - example: total number served.)	40	45
Number of people assessed for eligibility to participate in the program.	19	35

Custom Objective Output Measures

CUSTOM OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
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Objective Outcome Measures

OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL

Number of participants employed or enrolled in school at time of drug court graduation (part time or full time).	2	6
Number of participants that earn a GED, high school diploma, or vocational training credential while in the program.	0	3
Number of participants that successfully complete the program.	3	8

Custom Objective Outcome Measures

CUSTOM OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
------------------------	--------------	--------------

27

[Print This Page](#)

Agency Name: Travis County
Grant/App: 1974704 **Start Date:** 9/1/2010 **End Date:** 8/31/2011

Project Title: Family Drug Treatment Court
Status: Application Pending Submission


Documents Information

Introduction

The **Supporting Documentation** section of the application contains general grantee requirements. Please select or enter the appropriate responses in the areas below. Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct. In addition, you have a 2-hour time limit for each tab where you will need to complete the information correctly and then click the **Save and Continue** button. There is a timestamp in the upper-right hand corner of the page that notes when you first clicked on the tab. From that point, you have 2 hours to complete the information on that tab correctly. If you do not complete the information correctly (for the required fields) and then you click on the **Save and Continue** button, you will be redirected to the eGrants Home Page. If this happens, your data will not be saved in the system. You may also choose to compose a message on this page for OOG to review. This can be done by typing in the **Notes By Grantee / OOG** message box.

Getting Started

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Certification and Assurances

Each applicant must click on this link to review the standard [Certification and Assurances](#).

Resolution from Governing Body

Except for state agencies, each applicant must provide information related to the [resolution](#) from its governing body, such as the city council, county commissioners' court, school board, or board of directors. Please ensure that the resolution approved by your governing body addresses items one through four below.

1. Authorization by your governing body for the submission of the application to CJD that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update CJD should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to CJD.

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will CJD grant funds be used to support any contracts for professional services?

Select the Appropriate Response:

- ☒ Yes
☐ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

All sub-contracts for professional services with Travis County will be properly monitored and governed by the Travis County Purchasing Policies and Procedures in accordance with state law. Travis County also monitors the activities of all sub-contractors for compliance by certifying that deliverables have been rendered prior to release of payment.

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Note: Pursuant to Texas Government Code §556.005, a political subdivision or private entity that receives state funds may not use the funds to pay a person required to register as a lobbyist or for lobbying expenses. A political subdivision or private entity that violates this provision is not eligible to receive additional state funds.

Select the Appropriate Response:

☐ Yes
☒ No
☐ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the Appropriate Response:

☐ Yes
☒ No
☐ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2010

Enter the End Date [mm/dd/yyyy]:

9/30/2011

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (\$) of Federal Grant Funds:

24545467

Enter the amount (\$) of State Grant Funds:

5872234

Single Audit

Has the applicant agency expended federal grant funding of \$500,000 or more, or state grant funding of \$500,000 or more during the most recently completed fiscal year?

Select the Appropriate Response:

☒ Yes
☐ No

Note: Applicants who expend less than \$500,000 in federal grant funding or less than \$500,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a CJD grant. However, CJD may require a limited scope audit as defined in OMB Circular A-133.

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor (in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133).

Enter the date of your last annual single audit:

9/30/2009

Equal Employment Opportunity Plan (EEO)

Type I Entity: Defined as an applicant that meets one or more of the following criteria:

- the applicant has less than 50 employees;
- the applicant is a non-profit organization;
- the applicant is a medical institution;
- the applicant is an Indian tribe;
- the applicant is an educational institution, or
- the applicant is receiving a single award of less than \$25,000.

Requirements for a Type I Entity:

- The applicant is not required to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42.302; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Type II Entity: Defined as an applicant that meets the following criteria:

- the applicant has 50 or more employees, and
- the applicant is receiving a single award of \$25,000 or more, but less than \$500,000.

Requirements for a Type II Entity: Federal law requires a Type II Entity to formulate an EEOP and keep it on file.

- The applicant agency is required to formulate an EEOP in accordance with 28 CFR 42.301, et seq., subpart E;
- the EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP is available for review by the public and employees or for review or audit by officials of CJD, CJD's designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the EEOP is required to be on file in the office of (enter the name and address where the EEOP is filed below):

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed:

Type III Entity: Defined as an applicant that is NOT a Type I or Type II Entity.

Requirements for a Type III Entity: Federal law requires a Type III Entity to formulate an EEOP and submit it for approval to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

- The EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Based on the definitions and requirements above, the applicant agency certifies to the following entity type:

Select the appropriate response:

- ☐ Type I Entity
☐ Type II Entity
☒ Type III Entity

Debarment

Each applicant agency will certify that it and its principles:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

- ☒ I Certify
☐ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Enter the debarment justification:

You are logged in as **User Name**: AuthorizedOfficer

This **Fiscal Capability** section of the application collects information from nonprofit corporations applying for OOG grant funds.

Note: If you are NOT a nonprofit corporation, this information is not applicable; therefore, the 'Printer Friendly' version will be blank for all information collected in the Fiscal Capability section.

Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct. In addition, you have a 2-hour time limit for each tab where you will need to complete the information correctly and then click the **Save and Continue** button. There is a timestamp in the upper-right hand corner of the page that notes when you first clicked on the tab. From that point, you have 2 hours to complete the information on that tab correctly. If you do not complete the information correctly (for the required fields) and then you click on the **Save and Continue** button, you will be redirected to the eGrants Home Page. If this happens, your data will not be saved in the system. You may also choose to compose a message on this page for OOG to review. This can be done by typing in the **Notes By Grantee / OOG** message box.

Organizational Information

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:

- ☐ Yes
☐ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

- ☐ Yes
☐ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

- ☐ Yes
☐ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

- ☐ Yes
☐ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- ☐ Yes
☐ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

- ☐ Yes
☐ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

- ☐ Yes
☐ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

- ☐ Yes
☐ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

- ☐ Yes
☐ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

- ☐ Yes
☐ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:






Budget Details Information

Introduction

This **Budget** section of your application details budget line items for your proposed project. To create a new budget line item, click on the icon in the **New Budget Item** column. You will be directed to a different area on this page to make selections specific to the budget category. After making your selection, write a brief description of the line item in the **Expenditure Description** box and enter the amount of OOG funds, Cash Match, and if applicable, In Kind Match in the areas provided. In the percentage box, you can enter a percentage for Personnel or number of items to be purchased for Supplies and/or Equipment. When you have finished, click on the **Add New Budget Line Item** button. Repeat this process for each budget line item needed in each budget category. If you need to edit your entries, click on the '+' icon to expand the budget grid. You will notice that a *pencil* icon will display after expanding the grid. Click on the *pencil* icon to be directed to the editing section on this page and follow the instructions in this area to complete your edits. Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct. In addition, you have a 2-hour time limit for each tab where you will need to complete the information correctly and then click the **Save and Continue** button. There is a timestamp in the upper-right hand corner of the page that notes when you first clicked on the tab. From that point, you have 2 hours to complete the information on that tab correctly. If you do not complete the information correctly (for the required fields) and then you click on the **Save and Continue** button, you will be redirected to the eGrants Home Page. If this happens, your data will not be saved in the system. You may also choose to compose a message on this page for OOG to review. This can be done by typing in the **Notes By Grantee / OOG** message box.

Getting Started

On this tab you will notice certain icons that are displayed.

-  = a **plus** icon - click on this icon to expand a list of items.
-  = a **minus** icon - click on this icon to collapse a list of items.
-  = a **new** icon - click on this icon to add a new item.
-  = a **pencil** icon - click on this icon to edit your selections.
-  = an **Information** icon - this help icon is next to certain items that may need further explanation. Simply click and review the information provided in the pop up window.

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Case Manager	Drug Court Casemanager: This person will assist the drug court coordinator in all job tasks and serve as an additional resource for program participants. This person will conduct intakes with program participants, provide and broker resources, and assist participants in achieving program goals and phase advancement.	\$52,743.00	\$0.00	\$0.00	\$0.00	\$52,743.00	100
Personnel	Court Coordinator	Family Drug Court Coordinator: Will be essential to operations of the Family Drug Treatment Court. This person will provide supervision and case management services to clients in the Family Drug Treatment Court program, maintain contact with other parties involved in the case on an ongoing basis, and write weekly reports to the Court regarding clients' progress. In addition this person will handle all administrative tasks for the program including facilitating team meetings and staffing sessions, creating the docket for distribution and scheduling cases for Court review, and ensuring that performance measures are implemented and reported.	\$62,913.00	\$0.00	\$0.00	\$0.00	\$62,913.00	100
Contractual and Professional Services	Drug Analysis or Employee Drug Testing Services	Laboratory Drug Testing Services: Contracted testing with local providers for participants in the Family Drug Treatment Court program to include hair follicle, urine, and ETG alcohol testing.	\$48,000.00	\$0.00	\$0.00	\$0.00	\$48,000.00	0
Equipment	Furniture	A desk and chair for new Drug Court Casemanager position. This is a one time expense.	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	2
Travel and Training	In-State Incidentals and/or Mileage	In-state mileage reimbursement at the rate of \$.48 per mile for the travel of the Drug Court Coordinator and the Drug Court Casemanager.	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00	0
Contractual and Professional Services	Interpreter-Related Services	Interpreter Services: Translation services for participants in the program that do not speak English or require sign-language interpretation to speak with the Court or Court personnel.	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0
Equipment	Laptop System and Accessories	Laptop computer system and accessories for new Drug Court Casemanager position. This is a one time expense.	\$2,300.00	\$0.00	\$0.00	\$0.00	\$2,300.00	1
	Network Server	Software for the computer of the						

Equipment	System and Accessories	new Drug Court Casemanager position. This is a one time expense.	\$350.00	\$0.00	\$0.00	\$0.00	\$350.00	1
Contractual and Professional Services	Non-Substance Abuse-Related Case Management, Forensic Interviews, Counseling, Outpatient, and/or Treatment Services	Parenting coaching services: Contractual agreement with community-based provider for individual parenting assessment and teaching with the participant in the Family Drug Treatment Court and their child(ren).	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	0
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Office supplies to include but not limited to paper, pens, printer paper, staples, notebooks, and calendars.	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0
Supplies and Direct Operating Expenses	Presentation and/or Training Supplies	Presentation and Training Supplies to include but not limited to a library of videos and books for use by team members and the participants, professional journals on child welfare, substance abuse, and drug court operations, and supplies and fees for cross-disciplinary training among team members.	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0
Equipment	Printer, Fax, and/or Scanner Equipment and Accessories	A printer for new Drug Court Casemanager position. This is a one time expense.	\$700.00	\$0.00	\$0.00	\$0.00	\$700.00	1
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	Program supplies to include but not limited to bus passes for participants (100 passes at the rate of \$28 per 31 day pass = \$2,800) and drug testing kits for participants (1000 kits for \$3.20 per kit = \$3,200).	\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,000.00	0
Equipment	Workstation	Telephone and cabling for new Drug Court Casemanager position. This is a one time expense.	\$975.00	\$0.00	\$0.00	\$0.00	\$975.00	1

Source of Match Information

Introduction

The **Source of Match** section of your application collects information regarding the source and amount of **Cash Match** and **In Kind Match**. Please enter the description and amounts of match in the spaces provided below and select whether the item is 'Cash Match' or 'In-Kind Match'. After entering an item click on the **Add New Item** button. When an item has been added, it will appear in the 'Edit the Source (s) of Match Reported' table. You may edit each of the items added to this table by clicking on the 'pencil' icon. If you edited an item in the table, click on the 'diskette' icon to save your edited entries. For further information regarding matching funds refer to 1 TAC, §3.3; for program income refer to 1 TAC, §3.73 and §3.87. Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct. In addition, you have a 2-hour time limit for each tab where you will need to complete the information correctly and then click the **Save and Continue** button. There is a timestamp in the upper-right hand corner of the page that notes when you first clicked on the tab. From that point, you have 2 hours to complete the information on that tab correctly. If you do not complete the information correctly (for the required fields) and then you click on the **Save and Continue** button, you will be redirected to the eGrants Home Page. If this happens, your data will not be saved in the system. You may also choose to compose a message on this page for OOG to review. This can be done by typing in the **Notes By Grantee / OOG** message box.

Getting Started

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Information provided in the pop up window.

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
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Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	\$52,500.00	\$0.00	\$0.00	\$0.00	\$52,500.00
Equipment	\$5,825.00	\$0.00	\$0.00	\$0.00	\$5,825.00
Personnel	\$115,656.00	\$0.00	\$0.00	\$0.00	\$115,656.00
Supplies and Direct Operating Expenses	\$8,000.00	\$0.00	\$0.00	\$0.00	\$8,000.00
Travel and Training	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00

Budget Grand Total Information:

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$184,981.00	\$0.00	\$0.00	\$0.00	\$184,981.00

Condition Of Fundings Information

DESCRIPTION	CREATED	MET	HOLD FUND
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You are logged in as **User Name:** MKJmbrough

25

Travis County Resolution
FY 2011 Family Drug Treatment Court Grant

WHEREAS, The Travis County Commissioners Court finds it in the best interest of the citizens of Travis County, that the Family Drug Treatment Court be operated during FY 2011; and

WHEREAS, The Travis County Commissioners Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Travis County assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Travis County Commissioners Court designates Samuel T. Biscoe, County Judge, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the Travis County Commissioners Court approves submission of the grant application for the Family Drug Treatment Court to the Office of the Governor, Criminal Justice Division.

Signed by: _____
County Judge Samuel T. Biscoe

Passed and Approved this _____ (Day) of _____ (Month), _____ (Year)

Grant Application Number: 1974704

Cooperative Working Agreement

This is to certify that the objectives of the grant application submitted to the Criminal Justice Division of the Office of the Governor have been reviewed and that it is mutually agreed to cooperate to whatever extent is necessary in carrying out the objectives described in this application.

In addition, if the outside organization has personnel assigned to the grant-funded project, that agency certifies that it is cognizant of the rules and regulations governing the operation of the grant and agrees to abide by any and all such rules or special conditions relating to the application.

Part I: Applicant Organization

Travis County District / Civil Courts
Applicant's Organization

Travis County Family Drug Treatment Court (FDTC)
Project Title

Samuel Biscoe
Printed Name and Title of Applicant's
Authorized Official

Signature of the Applicant's
Authorized Official

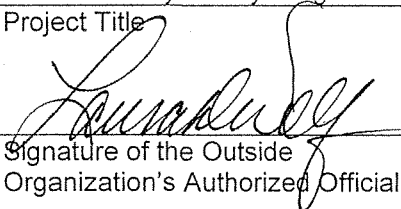
Date

Part II: Outside Organization

Court Appointed Special Advocates of
Travis County (CASA)
Outside Organization

Travis County Family Drug Treatment Court (FDTC)
Project Title

Laura D. Wolf/ Executive Director
Printed Name and Title of Outside
Organization's Authorized Official


Signature of the Outside
Organization's Authorized Official

2/22/2010
Date

Cooperative Working Agreement

This is to certify that the objectives of the grant application submitted to the Criminal Justice Division of the Office of the Governor have been reviewed and that it is mutually agreed to cooperate to whatever extent is necessary in carrying out the objectives described in this application.

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Part I: Applicant Organization

Travis County District / Civil Courts
Applicant's Organization

Travis County Family Drug Treatment Court (FDTCT)
Project Title

Samuel Biscoe
Printed Name and Title of Applicant's
Authorized Official

Signature of the Applicant's
Authorized Official


Date

Part II: Outside Organization

Travis County Health and Human
Services and Veterans Services
Outside Organization

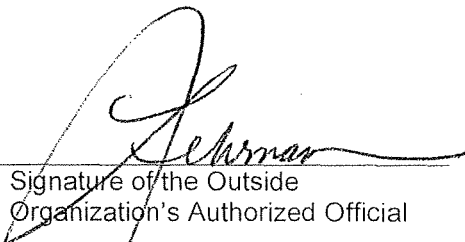
Travis County Family Drug Treatment Court (FDTCT)
Project Title

Laura Peveto/ Prevention and Early
Intervention Manager; Office of
Children's Services
Printed Name and Title of Outside
Organization's Authorized Official


Signature of the Outside
Organization's Authorized Official

02/22/10
Date

Jim Lehrman/ Division Director; Office of
Children's Services
Printed Name and Title of Outside
Organization's Authorized Official


Signature of the Outside
Organization's Authorized Official

02/22/2010
Date

Cooperative Working Agreement

This is to certify that the objectives of the grant application submitted to the Criminal Justice Division of the Office of the Governor have been reviewed and that it is mutually agreed to cooperate to whatever extent is necessary in carrying out the objectives described in this application.

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Part I: Applicant Organization

Travis County District / Civil Courts
Applicant's Organization

Travis County Family Drug Treatment Court (FDTC)
Project Title

Samuel Biscoe
Printed Name and Title of Applicant's
Authorized Official

Signature of the Applicant's
Authorized Official

Date

Part II: Outside Organization

Department of Family and Protective
Services/ Child Protective Services
Outside Organization

Travis County Family Drug Treatment Court (FDTC)
Project Title

Shelia Brown/ Regional Director of Child
Protective Services
Printed Name and Title of Outside
Organization's Authorized Official

Shelia Brown
Signature of the Outside
Organization's Authorized Official

2/24/10
Date

GRANT SUMMARY SHEET

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

Department/Division:	Criminal Courts - Drug Court #2430
Contact Person/Title:	Debra Hale
Phone Number:	(512) 854-9432

Grant Title:	Drug Diversion Court		
Grant Period:	From:	9/1/2010	To: 8/31/2011
Grantor:	Office of the Governor Criminal Justice Division		
American Recovery and Reinvestment Act (ARRA) Grant	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	

Check One:	New: <input type="checkbox"/>	Continuation: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	One-Time Award: <input 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:		57,963				57,963
Operating:		126,764				126,764
Capital Equipment:		0				0
Indirect Costs:		3,695				3,695
Total:	0	188,422	0	0	0	188,422
FTEs:		1.00				1.00

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

Performance Measures	Projected FY 10 Measure	Progress To Date:				Projected FY 11 Measure
Applicable Depart. Measures		12/31/09	3/31/10	6/30/10	9/30/10	
# of people assessed for eligibility to participate in the program.	550	137	275 Proj.	414 Proj.	550 Proj.	600
# of new enrollments in the program.	150	38	75 Proj.	112 Proj.	150 Proj.	150
# of participants that have graduated from the program.	86	27	52 Proj.	73 Proj.	86 Proj.	86

Measures For Grant						
Provide intensive case management for African American participants.	50	50	50 Proj.	50 Proj.	50 Proj.	50
Provide intensive case management for dually diagnosed participants	25	25	25 Proj.	25 Proj.	25 Proj.	25
Outcome Impact Description	On a monthly basis, at least 50 African American participants will receive treatment and counseling services while prosecution is deferred for their drug charge.					
	50	50	50 Proj.	50 Proj.	50 Proj.	50
Outcome Impact Description	On a monthly basis, at least 25 dually diagnosed participants will receive treatment and counseling services while prosecution is deferred for their drug charge.					
	25	25	25 Proj.	25 Proj.	25 Proj.	25

PBO Recommendation:

This grant application is for the continuation of a long-standing program offering enhanced service delivery for two specialized populations. There is no match requirement. PBO recommends approval of this grant application to continue this program.

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 Criminal Justice Division (CJD) of the Governor's Office announced the availability of ongoing funds for eligible drug court programs. Eligible applicants are counties in Texas that have incorporated the ten essential characteristics as outlined in section 469.001 Health and Safety Code. This grant is available to jurisdictions to improve the delivery of services or to enhance the existing Drug Court Program with additional services that will allow the Travis County Drug Court to more fully meet the goals of the Drug Court Program.

The purpose of the grant is to enhance the resources available to the Travis County Drug Court by upgrading supervision services provided to offenders to increase the likelihood of successful graduation, thereby reducing further criminal activity and reliance on the state correctional system, community supervision or local jails.

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

The County is not obligated to maintain the expenditure level requested in 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.

A County match is not required.

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

Yes, the grant allows 2% indirect cost reimbursement.

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.

No, the Drug Court program will not discontinue upon discontinuance of grant funding. If the grant is not awarded, the department may request to incorporate the grant funded FTE into the County Budget. If, however, funding for enhanced treatment and case management services is unavailable, the department would reduce the static capacity, which could create a waiting list for potential participants and discontinue services for specialized populations (or look for other funding sources).

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

The Travis County Drug Court program is not a new program. We are seeking to enhance services for two specific target populations.

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

This ongoing grant will allow the Drug Court program to continue to serve two specific populations in need of drug treatment services. A specialized population of up to 50 African American offenders will continue to receive intensive case management and treatment coordination services from Clean Investments and the grant funded Chemical Dependency Counselor. Due to the need for specialized mental health services, 25 dually diagnosed individuals will continue to receive intensive case management services from Austin Travis County Integral Care (MHMR).

[Print This Page](#)**Agency Name:** Travis County**Grant/App:** 1604310 **Start Date:** 9/1/2010 **End Date:** 8/31/2011**Project Title:** Drug Diversion Court**Status:** Application Pending Submission

Eligibility Information

Introduction

The Office of the Governor (OOG) publishes funding opportunities, known as **Requests for Applications (RFA)**, through the Texas Secretary of State. Click here to visit the Secretary of State's website to locate the RFAs in the appropriate Texas Register issue. In addition, OOG requires all applicants and grantee organizations to adhere to the *Texas Administrative Code (TAC)* as adopted. Click here to view the current TAC, or click here to view the previous versions of the TAC.

Submission Process

When applying for a grant pursuant to an **RFA** published in the *Texas Register* by OOG, applicants must submit their applications according to the requirements provided in the **RFA**. OOG may also consider applications for grants that are not submitted pursuant to an **RFA**. Applicants will be selected in accordance with *1 TAC, §3.7*.

Selection Process

All applications submitted to OOG are reviewed for eligibility, reasonableness, availability of funding, and cost-effectiveness. For applications submitted pursuant to an **RFA**, the executive director will select a review group, COG, or other designee to prioritize the applications and submit a priority listing to the executive director, who will render the final funding decision. A review group may include staff members, experts in a relevant field, and members of an advisory board or council. For more information regarding the selection process, see *1 TAC, §3.7*.

Funding Decisions

All grant funding decisions rest completely within the discretionary authority of OOG. The receipt of an application for grant funding by OOG does not obligate OOG to fund the grant or to fund it at the amount requested. Neither the approval of a project nor any grant award shall commit or obligate OOG in any way to make any additional, supplemental, continuation, or other award with respect to any approved project or portion thereof. OOG makes no commitment that a grant, once funded, will receive priority consideration for subsequent funding. For more information regarding the application process, see *1 TAC, §3.7* and *3.9*.

Adoptions by Reference

All grantees receiving federal and state funds must comply with the applicable statutes, rules, regulations, and guidelines related to the funding source under which the grant is funded. In instances where both federal and state requirements apply to a grantee, the more restrictive requirement applies. For more information regarding grant funding, see *1 TAC, §3.19*.

Community Plans

Each community, consisting of a single county or a group of counties, must file with a COG a community plan that addresses the community's criminal justice priorities. A community plan should assess local trends and data; identify problems, resources, and priorities; develop effective strategies; and set goals and objectives. For more information regarding community plans, see *1 TAC, §3.51*.

Juvenile Justice and Youth Projects

Juvenile justice projects or projects serving delinquent or at-risk youth, regardless of the funding source, must address at least one of the priorities developed in coordination with the Governor's Juvenile Justice Advisory Board to be eligible for funding. For more information regarding these priorities, see *1 TAC*, §3.53.

Monitoring

OOG will monitor the activities of grantees as necessary to ensure that grant funds are used for authorized purposes in compliance with all applicable statutes, rules, regulations, guidelines, and the provisions of grant agreements, and that grantees achieve grant purposes. Grantees must make available to OOG or its agents all requested records relevant to a monitoring review. For more information regarding monitoring, see *1 TAC*, §3.2601.

Your organization's Texas Payee/Taxpayer ID Number:

17460001922021

Application Eligibility Certify:

Created on:2/18/2010 8:57:29 AM By:Debra Hale

You are logged in as **User Name:** debrahale

44

[Print This Page](#)**Agency Name:** Travis County**Grant/App:** 1604310 **Start Date:** 9/1/2010 **End Date:** 8/31/2011**Project Title:** Drug Diversion Court**Status:** Application Pending Submission

Profile Information

Introduction

The **Profile Details** section collects information about your organization such as the name of your agency and project title, the geographic area your project will serve and information about your grant officials. Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct. In addition, you have a 2-hour time limit for each tab where you will need to complete the information correctly and then click the **Save and Continue** button. There is a timestamp in the upper-right hand corner of the page that notes when you first clicked on the tab. From that point, you have 2 hours to complete the information on that tab correctly. If you do not complete the information correctly (for the required fields) and then you click on the **Save and Continue** button, you will be redirected to the eGrants Home Page. If this happens, your data will not be saved in the system. You may also choose to compose a message on this page for OOG to review. This can be done by typing in the **Notes By Grantee / OOG** message box.

Email Addresses & Grant Officials Information

Designating Grant Officials Within your Application:


Enter a valid and unique email address for each grant official and click the **Verify Email and Set Official to the Project** button. If you receive an error message regarding an email address, the grant official you are trying to assign to the project has not registered for a user account in eGrants. Please inform the agency's grant official or designee that they must log in to the eGrants Home Page, and register for a user account. If you need technical assistance, please contact the eGrants Help Desk by email.

Updating Grant Officials on Active Grants:

To reassign a grant official - **Authorized Official, Financial Officer, Project Director, or Grant Writer** - to your grant project, ensure that the new official registers for a user account in eGrants **first**. Next, go to the Request Adjustment tab and check the box indicating you would like to Designate a New Grant Official, provide a brief explanation for the change in the Grant Adjustment Justification box, and then click the 'Create Adjustment Request' button. This will open the Profile Details tab allowing you to make the appropriate changes. After you have entered a valid email address for the new Official, go to the Certify Adjustment tab and click on the 'Certify Adjustment' button to send your request to OOG for review. If your organization is designating a new Authorized Official, check your records to see if a revised Resolution is required. Upload the approved Resolution to your grant project on the 'Summary / Upload Files' sub-tab. If you need technical assistance, please contact the eGrants Help Desk by email.

Getting Started

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-  = an **information** icon - this help icon is next to certain items that may need further explanation. Simply click and review the information provided in the pop up window.

Applicant Agency Name: Travis County**Project Title:** Drug Diversion Court**Division or Unit to Administer the Project:** Criminal Courts**Address Line 1:** 509 W. 11th Street Room 2.700**Address Line 2:****City/State/Zip:** Austin Texas 78701**Payment Address Line 1:** Post Office Box 1748

45

Payment Address Line 2:**Payment City/State/Zip:** Austin Texas 78767-1748**Start Date:** 9/1/2010**End Date:** 8/31/2011**Regional Council of Governments(COG) within the Project's Impact Area:** Capital Area Council of Governments**Headquarter County:** Travis**Counties within Project's Impact Area:** Travis**Grant Officials:****Authorized Official****User Name:** Samuel Biscoe**Email:** sam.biscoe@co.travis.tx.us**Address 1:** Post Office Box 1748**Address 1:****City:** Austin, Texas 78767**Phone:** 512-854-9555 Other Phone:**Fax:** 512-854-9535**Agency:****Title:** The Honorable**Salutation:** Judge**Project Director****User Name:** Debra Hale**Email:** debra.hale@co.travis.tx.us**Address 1:** 509 W. 11th Street, Room 2.700**Address 1:****City:** Austin, Texas 78701**Phone:** 512-854-9432 Other Phone: 512-854-9244**Fax:** 512-854-4464**Agency:****Title:** Ms.**Salutation:** Ms.**Financial Official****User Name:** Susan Spataro**Email:** susan.spataro@co.travis.tx.us**Address 1:** P.O. Box 1748**Address 1:****City:** Austin, Texas 78767**Phone:** 512-854-9125 Other Phone:**Fax:** 512-854-6640**Agency:****Title:** Ms.**Salutation:** Ms.**Grant Writer****User Name:** Debra Hale**Email:** debra.hale@co.travis.tx.us**Address 1:** 509 W. 11th Street, Room 2.700**Address 1:****City:** Austin, Texas 78701**Phone:** 512-854-9432 Other Phone: 512-854-9244**Fax:** 512-854-4464**Agency:****Title:** Ms.**Salutation:** Ms.You are logged in as **User Name:** debrahale

46

[Print This Page](#)**Agency Name:** Travis County**Grant/App:** 1604310 **Start Date:** 9/1/2010 **End Date:** 8/31/2011**Project Title:** Drug Diversion Court**Status:** Application Pending Submission


Narrative Information

Introduction

The **Narrative** section is the description of your project. It is important that the information you provide about your project is clear and as concise as possible. Note: All applicants must certify to the eligibility requirements specific to the fund source. The minimum requirements to complete this page are the **Program Requirements, Problem Statement, Supporting Data, Goal Statement, and Project Summary** sections. We recommend that you complete any sections applicable to your project to assist in the application review process. Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct. In addition, you have a 2-hour time limit for each tab where you will need to complete the information correctly and then click the **Save and Continue** button. There is a timestamp in the upper-right hand corner of the page that notes when you first clicked on the tab. From that point, you have 2 hours to complete the information on that tab correctly. If you do not complete the information correctly (for the required fields) and then you click on the **Save and Continue** button, you will be redirected to the eGrants Home Page. If this happens, your data will not be saved in the system. You may also choose to compose a message on this page for OOG to review. This can be done by typing in the **Notes By Grantee / OOG** message box.

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Primary Mission and Purpose

The Drug Court Program supports projects that provide court-supervised substance abuse treatment as an alternative to traditional criminal sanctions, as defined in Chapter 469 of the Texas Health and Safety Code.

Funding Levels

The anticipated funding levels for the Drug Court program are as follows:

- Minimum Award - None
- Maximum Award - None
- The Drug Court program does not require a grantee to provide matching funds.

For more information regarding grantee match, please click on the **Budget** tab, and then click on the **Source of Match** tab in eGrants.

Note: If you voluntarily include matching funds that exceed the minimum match requirement, you will be held to that amount throughout the grant period.

* The requirements for this fund source are subject to change pursuant to actions of the Texas Legislature.

Preferences – Preference will be given to:

1. mandated drug courts under Texas Health and Safety Code, §469.006; and
2. applicants who demonstrate cost effective programs focused on a comprehensive and effective approach to services that compliment the Governor's strategies.

Drug Court Program Requirements

Drug Court programs that provide court-supervised substance abuse treatment as an alternative to traditional criminal sanctions, as defined in Chapter 469 of the Texas Health and Safety Code must incorporate the following ten (10) essential characteristics of drug courts noted below and codified in Texas Health and Safety Code §469.001 to be eligible for funding:

Ten Essential Characteristics

Integration of Services – The integration between alcohol and other drug treatment services in the processing of cases in the judicial system.

Non-Adversarial Approach – The use of a non-adversarial approach involving prosecutors and defense attorneys to promote public safety and to protect the due process rights of program participants.

Prompt Placement – Early identification and prompt placement of eligible participants in the program.

Access – Access to a continuum of alcohol, drug, and other related treatment and rehabilitative services.

Abstinence Monitoring – Monitoring of abstinence through weekly alcohol and other drug testing.

Compliance Strategy – A coordinated strategy to govern program responses to participants' compliance.

Judicial Interaction – Ongoing judicial interaction with program participants.

Evaluation – Monitoring and evaluation of program goals and effectiveness.

Education – Continuing interdisciplinary education to promote effective program planning, implementation, and operations.

Partnerships – Development of partnerships with public agencies and community organizations.

General Approaches

- Pre-adjudication - The defendant is diverted to the treatment program in lieu of prosecution before charges are filed or before final case.
- Post-adjudication - The drug offender begins the drug court program after entering a plea of guilty or nolo contendere or having been found guilty, often as a condition of probation.
- Reentry - Offenders completing sentences of incarceration or lengthy terms of residential treatment are ordered into the treatment program to facilitate their transition and reintegration into society.
- Civil - Participants enter the drug court program in relation to suits affecting the parent-child relationship, child welfare / CPS cases, child support cases, or other civil matters.

Select the **general approach(es)** this drug court fill follow below.

Select all that apply:

- ☒ Pre-adjudication
- ☐ Post-adjudication
- ☐ Reentry
- ☐ Civil
- ☐ N/A

Observation – The drug court team (judge, prosecutor, defense counsel, treatment provider, supervision officer, court coordinator, etc.) of a new program must observe at least one drug court staffing session and hearing, in Texas, prior to program implementation.

Policies and Procedures – The drug court will develop and maintain written policies and procedures for the operation of the program.

Information Sharing – The applicant will submit a copy of any project evaluations, evaluation plans, recidivism studies, or related reports that are completed during the grant period to CJD.

Jurisdiction - Provide the name of the court administering the Drug Court program (*e.g., 999th Judicial District Court, Somewhere County Criminal Court, or City of Somewhere Municipal Court*). If this has not been decided enter 'To Be Determined', or enter 'N/A' if this item does not apply.

Travis County Criminal Courts- Magistrate Judge

Drug Court Date - If the Drug Court has commenced operations, provide the date that this Drug Court was established.

Enter the date [mm/dd/yyyy]:

8/1/1993

Drug Court Type

- Adult - Programs serving adults (either pre-adjudication, post-adjudication, or reentry).
- Family - Programs serving parents who enter the drug court in relation to suits affecting the parent-child relationship, including child welfare / CPS cases, child support cases, or other civil matters.
- Juvenile - Programs serving juveniles (either pre-adjudication, post-adjudication, or reentry).

Select the type of drug court that will be operated:

- ☒ Adult
- ☐ Family
- ☐ Juvenile
- ☐ N/A

Will the drug court accept **DWI offenders**?

Select the appropriate response:

- ☐ Yes
☒ No
☐ N/A

Presiding Judge - The presiding judge of a drug court funded with Drug Court funds must be an active judge holding elective office or a master. Is the presiding judge of the drug court an active judge holding elective office or a master?

Select the appropriate response:

- ☒ Yes
☐ No
☐ N/A

Enter the name of the **Presiding Judge** for the Drug Court. If this has not been decided enter 'To Be Determined', or enter 'N/A' if this item does not apply.

Magistrate Judge Joel Bennett

Enter the name, phone number and email address of the **Drug Court Coordinator**. If this has not been decided enter 'To Be Determined', or enter 'N/A' if this item does not apply.

Sharon Caldwell-Hernandez 512-854-4898 sharon.caldwell-hernandez@co.travis.tx.us

Note: The Drug Court Coordinator usually monitors the operation of the Drug Court, supervises Drug Court staff, participates in Drug Court judicial staff meetings, prepares and oversees Drug Court contracts with service providers, maintains data on Drug Court operations, and communicates with legal staff, government officials, social service agencies, and the public regarding matters of the Drug Court.

Has the drug court ever applied for **federal funding**?

Select the appropriate response:

- ☒ Yes
☐ No
☐ N/A

Has the drug court ever received **federal funding**?

Select the appropriate response:

- ☒ Yes
☐ No
☐ N/A

If you selected **Yes** above, provide the federal award amount, grant period [mm/dd/yyyy to mm/dd/yyyy], and explain how CJD funds will be used to support or expand the project and not replace existing funds.

Enter the federal funding description:

6/1/93: Center for Substance Abuse Treatment - \$400,090; 5/1/95: OJP Drug Court Enhancement - \$229,850; 6/1/98: OJP Drug Court Enhancement Initiative - \$209,196; 10/1/02: US Department of Justice LLEBG - \$70,000; The Travis County Drug Diversion Court has not applied for a federal grant in several years. The initiatives funded by the CJD Grant have been funded by the CJD Grant since their inception.

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with CJD and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Tracey Calloway

Enter the Address for the Civil Rights Liaison:

1010 Lavaca Street, Austin, Texas 78701

Enter the Phone Number for the Civil Rights Liaison:

854-9165

Certification

Each applicant agency will certify to the specific criteria detailed above under **Program Requirements** to be eligible for funding under the Drug Court Program Solicitation.

☒ I certify to all of the above eligibility requirements.

Problem Statement:

Please provide a detailed account in the Problem Statement section of the existing issues your project will target.

Enter your problem statement:

The Travis County Drug Court seeks to continue to provide specialized services for African American offenders. African Americans continue to be the largest segment of the population arrested for felony drug charges in Travis County, Texas. Additionally, given the special needs of the dually diagnosed participants, these participants continue to need specialized intensive case management and treatment coordination services with Austin Travis County Integral Care (MHMR).

Supporting Data:

Provide as much supporting data, to include baseline statistics and the sources of your data, which are pertinent to where the grant project is located and/or targeted. Do not use statewide data for a local problem or national data for a statewide problem.

Enter your supporting data:

African Americans continue to be the largest segment of the population arrested for felony drug offenses in Travis County. The Travis County Jail reported that between 9/1/08 and 8/31/09 a total of 4,322 individuals were arrested felony drug charges. The African American population accounted for 1,702 (39%) of those arrested, the Hispanic population accounted for 1,298 (30%) of those arrested, and the Anglo population accounted for 1,307 (30%) of those arrested. Furthermore, it is estimated that 22.1% of American adults (about one in five) will suffer from a diagnosable mental disorder in a given year. The Gains Center on Jail Diversion reports that nationally 16% of individuals in jail have a diagnosable mental illness. During FY08, the Travis County Sheriff's Office jail staff identified an average of 411 inmates monthly as exhibiting mental health issues. The symbiotic relationship between mental illness and substance abuse is well documented. The Center for Court Innovation reports that individuals with co-occurring disorders are three times more likely to be arrested than those with mental disorders. Without effective treatment interventions which address both mental health and substance abuse issues, this population is likely to be jailed again and again.

Community Plan:

For projects that have a local or regional impact target area, provide information regarding the community plan need(s) that your project will address.

Enter your community planning needs:

Participation in a local planning process was not required for this solicitation.

Goal Statement:

Provide a brief description of the overall goals and objectives for this project.

Enter a description for the overall goals and objectives:

The goal of this project is to offer the target populations, African Americans and individuals with co-occurring disorders (mental illness and chemical dependency) who are arrested for felony drug charges, specialized services which would decrease continued involvement with the criminal justice system.

Cooperative Working Agreement (CWA):

When a grantee intends to carry out a grant project through cooperating or participating with one or more outside organizations, the grantee must obtain authorized approval signatures on the cooperative working agreement (CWA) from each participating organization. Grantees must maintain on file a signed copy of all cooperative working agreements, and they must submit to CJD a list of each participating organization and a description of the purpose of each **CWA**. Cooperative working agreements do not involve an exchange of funds.

For this project, provide the name of the participating organization(s) and a brief description of the purpose(s) for the **CWA(s)**. You should only provide information here that this project's successful operation is contingent on for the named service or participation from the outside organization.

Note: A **Sample CWA** is available here for your convenience.

Enter your cooperating working agreement(s):

Not applicable.

Continuation Projects:

For continuation projects only, if your current or previous year's project is NOT on schedule in accomplishing the stated objectives, briefly describe the major obstacles preventing your organization from successfully reaching the project objectives as stated within your previous grant application. (Data may be calculated on a pro-rated basis depending on how long the current or previous year's project has been operating.)

Enter your current grant's progress:

The FY09 Drug Diversion Court Grant project is on schedule.

Project Summary:

Briefly summarize the entire application, including the project's problem statement, supporting data, goal, target group, activities, and objectives. Be sure that the summary is easy to understand by a person not familiar with your project and that you are confident and comfortable with the information if it were to be released under a public information request.

Enter your summary statement for this project:

The Travis County Drug Diversion Court/SHORT program continues to strive to meet the needs of the population of Travis County by offering specialized services for African Americans and individuals with co-occurring substance abuse and mental health disorders. The SHORT program is a drug diversion court modeled after the Dade County Drug Diversion Court in Dade County, Florida. Since August 1993, the SHORT program has provided Travis County with an alternative to the traditional method of adjudication and treatment. A specialized caseload of up to 50 African American participants will continue to receive intensive case management and treatment coordination services by Clean Investments Inc. and the SHORT Chemical Dependency Counselor. Additionally, 25 dually diagnosed participants will continue to receive intensive case management and treatment coordination by Austin Travis County Integral Care (MHMR) so that they may be directly referred for appropriate mental health services.

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50

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Agency Name: Travis County

Grant/App: 1604310 **Start Date:** 9/1/2010 **End Date:** 8/31/2011

Project Title: Drug Diversion Court

Status: Application Pending Submission






Project Activities Information

Introduction

The **Project Activities** section of the application gathers information about the type of activities your project will incorporate. Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct. In addition, you have a 2-hour time limit for each tab where you will need to complete the information correctly and then click the **Save and Continue** button. There is a timestamp in the upper-right hand corner of the page that notes when you first clicked on the tab. From that point, you have 2 hours to complete the information on that tab correctly. If you do not complete the information correctly (for the required fields) and then you click on the **Save and Continue** button, you will be redirected to the eGrants Home Page. If this happens, your data will not be saved in the system. You may also choose to compose a message on this page for OOG to review. This can be done by typing in the **Notes By Grantee / OOG** message box.

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-  = a **pencil** icon with a **red slash** through it - click on this icon to cancel your edits.
-  = a **red delete** icon - click on this icon to delete the item.
-  = a **diskette** icon - click on this icon to save your work. When this icon appears, it is your queue to save the item that you are working on; otherwise, your data will be lost.
-  = an **information** icon - this help icon is next to certain items that may need further explanation. Simply click and review the information provided in the pop up window.

Drug Courts

Does your project have a Steering Committee that helps direct and enhance your court's operations?

☐ Yes

☒ No

☐ N/A

List the members of your project's treatment team and describe their role in supporting the participants.

The members of the treatment team are as follows: The Drug Court Judge, prosecutor, defense attorney, counselor, intake officer and program manager. The treatment team meets prior to each Drug Court docket to discuss the progress and status of each participant on the docket. During this staffing, the team members are able to contribute information and offer suggestions. A group decision is reached regarding sanctions, referrals, and rewards.

Provide the average caseload size for a full-time case manager/probation officer assigned to this project.

The average caseload size is 35 participants per counselor.

Provide your project's policy on drug testing participants.

Urine specimens are submitted by program participants on a random basis at least two times per month. Urine specimens are submitted more often when counselors determine it is necessary based on the participant's behaviors and compliance.

Describe the process you will use to determine your project's effectiveness.

On a regular basis, performance goals are set by the Judge and management staff. On a monthly basis, a statistical report containing the current status of the Drug Court performance measures is reviewed to determine if we are on track with meeting set goals. Process or procedure changes are made if necessary.

Provide the total cost for operating your project during the previous fiscal year. (This should include all salaries, travel, counseling, treatment services, office supplies, etc.)

1127224

List the sources and amounts of non-CJD funding used to support this project during the previous fiscal year. (This may include local or state funds and any other charges to participants.)

Local: \$810,967 Special Revenue Fund: \$140,212

List the treatment resources used for this project (e.g., ATR, TAIP, in-house, etc.).

The Travis County Drug Diversion Court utilizes both ATR treatment resources as well as internal funds to pay for participant treatment. Provide the total fees collected in your county during the most recently completed fiscal year, in accordance with Chapter 102.0178, Code of Criminal Procedure, for offenses found in Chapter 49, Penal Code (DWI) and Chapter 481, Health and Safety Code (controlled substances). Note: The party responsible for collecting court assessed fees in your county may be the treasurer, county clerk, or district clerk.

134364

Of the fees collected in your county, provide the amount that was directed to your project.

67182

Describe how your project used those fees.

The funds were used for operating expenses such as educational equipment, office supplies, contract services, and training.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Drug Court - Adult	100.00	Provide intensive case management, outreach services, and treatment coordination for 50 African American participants through a grant funded Chemical Dependency Counselor, and a contract with Clean Investments Inc. Also, provide intensive case management, treatment coordination and referrals to mental health services for 25 dually diagnosed participants through a contract with Austin Travis County Integral Care (MHMR).

Geographic Area:

Travis County, Texas

Target Audience:

The target audience served by the Travis County Drug Diversion Court is non-violent felony adult offenders who have been arrested for possession of small amounts of a controlled substance and who are assessed as being addicted to drugs.

Gender:

Both males and females participate in the Travis County Drug Diversion Court.

Ages:

17 years of age and up

Special Characteristics:

High risk populations include African American and dually diagnosed offenders.

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Agency Name: Travis County
Grant/App: 1604310 **Start Date:** 9/1/2010 **End Date:** 8/31/2011

Project Title: Drug Diversion Court
Status: Application Pending Submission





Measures Information

Introduction

The **Project Measures** section of the application collects data to track the performance of your proposed project toward its stated objectives. Output measures demonstrate the level of activity of a project. Outcome measures demonstrate the impact of a project in a targeted area, reflecting the extent to which the goals and objectives of the project have been achieved. Output and outcome measures displayed on this page correspond to activities selected or created on the **Activities** page. Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct. In addition, you have a 2-hour time limit for each tab where you will need to complete the information correctly and then click the **Save and Continue** button. There is a timestamp in the upper-right hand corner of the page that notes when you first clicked on the tab. From that point, you have 2 hours to complete the information on that tab correctly. If you do not complete the information correctly (for the required fields) and then you click on the **Save and Continue** button, you will be redirected to the eGrants Home Page. If this happens, your data will not be saved in the system. You may also choose to compose a message on this page for OOG to review. This can be done by typing in the **Notes By Grantee / OOG** message box.

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Progress Reporting Requirements

All programs will be required to report the output and outcome measures for this program to Texas A&M University, Public Policy Research Institute (PPRI).

Objective Output Measures

OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
Number of new enrollments in the program.	75	150
Number of participants in the program. ("Participants" should include the number in the program at the beginning of the reporting period plus the number of enrollments - example: total number served.)	410	410
Number of people assessed for eligibility to participate in the program.	271	550

Custom Objective Output Measures

CUSTOM OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
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Objective Outcome Measures

OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
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Number of participants employed or enrolled in school at time of drug court graduation (part time or full time).	43	90
Number of participants that earn a GED, high school diploma, or vocational training credential while in the program.	1	3
Number of participants that successfully complete the program.	48	86

Custom Objective Outcome Measures

CUSTOM OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
------------------------	--------------	--------------

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Agency Name: Travis County

Grant/App: 1604310 Start Date: 9/1/2010 End Date: 8/31/2011

Project Title: Drug Diversion Court

Status: Application Pending Submission






Budget Details Information

Introduction

This **Budget** section of your application details budget line items for your proposed project. To create a new budget line item, click on the icon in the **New Budget Item** column. You will be directed to a different area on this page to make selections specific to the budget category. After making your selection, write a brief description of the line item in the **Expenditure Description** box and enter the amount of OOG funds, Cash Match, and if applicable, In Kind Match in the areas provided. In the percentage box, you can enter a percentage for Personnel or number of items to be purchased for Supplies and/or Equipment. When you have finished, click on the **Add New Budget Line Item** button. Repeat this process for each budget line item needed in each budget category. If you need to edit your entries, click on the '+' icon to expand the budget grid. You will notice that a *pencil* icon will display after expanding the grid. Click on the *pencil* icon to be directed to the editing section on this page and follow the instructions in this area to complete your edits. Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct. In addition, you have a 2-hour time limit for each tab where you will need to complete the information correctly and then click the **Save and Continue** button. There is a timestamp in the upper-right hand corner of the page that notes when you first clicked on the tab. From that point, you have 2 hours to complete the information on that tab correctly. If you do not complete the information correctly (for the required fields) and then you click on the **Save and Continue** button, you will be redirected to the eGrants Home Page. If this happens, your data will not be saved in the system. You may also choose to compose a message on this page for OOG to review. This can be done by typing in the **Notes By Grantee / OOG** message box.

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-  = a **new** icon – click on this icon to add a new item.
-  = a **pencil** icon - click on this icon to edit your selections.
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Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT / %
Indirect Costs	Approved Rate - 2% or Less	2% allowable by CJD	\$3,695.00	\$0.00	\$0.00	\$0.00	\$3,695.00	0
Personnel	Counselor and/or Therapist (licensed)	Chemical Dependency Counselor provides intensive case management services to the target population and	\$57,963.00	\$0.00	\$0.00	\$0.00	\$57,963.00	100

		assessments to potential clients in jail.						
Contractual and Professional Services	Drug Analysis or Employee Drug Testing Services	Contract to provide drug testing services at \$18 per test for 1,800 tests (36 tests per week for 50 weeks at \$18 per test).	\$32,400.00	\$0.00	\$0.00	\$0.00	\$32,400.00	0
Travel and Training	In-State Incidentals and/or Mileage	Mileage to provide assessments and outreach for the target population at the Del Valle Jail (2 trips per week at 20 miles round trip for 52 weeks = 2 x 20 x 52 x \$0.50 per mile)	\$1,040.00	\$0.00	\$0.00	\$0.00	\$1,040.00	0
Contractual and Professional Services	Substance Abuse-Related Case Management, Counseling, Outpatient, and/or Treatment Services	Contract with Austin Travis County Integral Care (MHMR) for dual diagnosis case management to provide intensive case management services for dually diagnosed clients; \$166.66 per client x 25 clients x 12 months.	\$49,998.00	\$0.00	\$0.00	\$0.00	\$49,998.00	0
Contractual and Professional Services	Substance Abuse-Related Case Management, Counseling, Outpatient, and/or Treatment Services	Contract with Clean Investments Inc. to provide intensive case management services to the target population; \$144.42 per client x 25 clients x 12 months.	\$43,326.00	\$0.00	\$0.00	\$0.00	\$43,326.00	0

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Agency Name: Travis County
Grant/App: 1604310 **Start Date:** 9/1/2010 **End Date:** 8/31/2011

Project Title: Drug Diversion Court
Status: Application Pending Submission


Documents Information

Introduction

The **Supporting Documentation** section of the application contains general grantee requirements. Please select or enter the appropriate responses in the areas below. Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct. In addition, you have a 2-hour time limit for each tab where you will need to complete the information correctly and then click the **Save and Continue** button. There is a timestamp in the upper-right hand corner of the page that notes when you first clicked on the tab. From that point, you have 2 hours to complete the information on that tab correctly. If you do not complete the information correctly (for the required fields) and then you click on the **Save and Continue** button, you will be redirected to the eGrants Home Page. If this happens, your data will not be saved in the system. You may also choose to compose a message on this page for OOG to review. This can be done by typing in the **Notes By Grantee / OOG** message box.

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Certification and Assurances

Each applicant must click on this link to review the standard Certification and Assurances.

Resolution from Governing Body

Except for state agencies, each applicant must provide information related to the resolution from its governing body, such as the city council, county commissioners' court, school board, or board of directors. Please ensure that the resolution approved by your governing body addresses items one through four below.

1. Authorization by your governing body for the submission of the application to CJD that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update CJD should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to CJD.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will CJD grant funds be used to support any contracts for professional services?

Select the Appropriate Response:

☒ Yes
☐ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

The Drug Court Program Manager monitors contract compliance with the vendors used for professional services. This includes conducting site visits and having weekly contact with the vendors to monitor client services and progress.

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Note: Pursuant to Texas Government Code §556.005, a political subdivision or private entity that receives state funds may not use the funds to pay a person required to register as a lobbyist or for lobbying expenses. A political subdivision or private entity that violates this provision is not eligible to receive additional state funds.

Select the Appropriate Response:

☐ Yes
☒ No
☐ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the Appropriate Response:

☐ Yes
☒ No
☐ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2009

Enter the End Date [mm/dd/yyyy]:

9/30/2010

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (\$) of Federal Grant Funds:

24545467

Enter the amount (\$) of State Grant Funds:

5872234

Single Audit

Has the applicant agency expended federal grant funding of \$500,000 or more, or state grant funding of \$500,000 or more during the most recently completed fiscal year?

Select the Appropriate Response:

☒ Yes
☐ No

Note: Applicants who expend less than \$500,000 in federal grant funding or less than \$500,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a CJD grant. However, CJD may require a limited scope audit as defined in OMB Circular A-133.

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor (in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133).

Enter the date of your last annual single audit:

9/30/2009

Equal Employment Opportunity Plan (EEOP)

Type I Entity: Defined as an applicant that meets one or more of the following criteria:

- the applicant has less than 50 employees;
- the applicant is a non-profit organization;
- the applicant is a medical institution;
- the applicant is an Indian tribe;
- the applicant is an educational institution, or
- the applicant is receiving a single award of less than \$25,000.

Requirements for a Type I Entity:

- The applicant is not required to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42.302; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Type II Entity: Defined as an applicant that meets the following criteria:

- the applicant has 50 or more employees, and
- the applicant is receiving a single award of \$25,000 or more, but less than \$500,000.

Requirements for a Type II Entity: Federal law requires a Type II Entity to formulate an EEOP and keep it on file.

- The applicant agency is required to formulate an EEOP in accordance with 28 CFR 42.301, et seq., subpart E;
- the EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP is available for review by the public and employees or for review or audit by officials of CJD, CJD's designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the EEOP is required to be on file in the office of (enter the name and address where the EEOP is filed below):

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed:

Tracey Calloway, 1010 Lavaca, Austin, Texas, 78701

Type III Entity: Defined as an applicant that is NOT a Type I or Type II Entity.

Requirements for a Type III Entity: Federal law requires a Type III Entity to formulate an EEOP and submit it for approval to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

- The EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Based on the definitions and requirements above, the applicant agency certifies to the following entity type:

Select the appropriate response:

- ☐ Type I Entity
☐ Type II Entity
☒ Type III Entity

Debarment

Each applicant agency will certify that it and its principles:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

- ☒ I Certify
☐ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Enter the debarment justification:

You are logged in as **User Name**: debrahale

Travis County Resolution FY11 Drug Diversion Court Grant

WHEREAS, The Travis County Commissioners Court finds it in the best interest of the citizens of Travis County, that the Drug Diversion Court be operated during FY11; and

WHEREAS, The Travis County Commissioners Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Travis County assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Travis County Commissioners Court designates Samuel T. Biscoe, County Judge, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the Travis County Commissioners Court approves submission of the grant application for the Drug Diversion Court to the Office of the Governor, Criminal Justice Division.

Signed by: _____
County Judge Samuel T. Biscoe

Passed and Approved this _____ (Day) of _____ (Month), _____ (Year)

Grant Application Number: 16043-10 _____

66

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:	Justice and Public Safety
Contact Person/Title:	Kimberly Pierce
Phone Number:	854-4764

Grant Title:	Office of Child Representation		
Grant Period:	From:	10/1/2009	To: 9/30/2010
Grantor:	The Supreme Court of Texas, Permanent Judicial Commission For Children, Youth and Families		
American Recovery and Reinvestment Act (ARRA) Grant	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	

Check One:	New: <input type="checkbox"/>	Continuation: <input checked="" 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 checked="" type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	<i>County Match</i>	In-Kind	TOTAL
Personnel:		216,115		390,761		606,876
Operating:		23,547		42,577		66,124
Capital Equipment:						0
Indirect Costs:						0
Total:	0	239,662	0	443,338	0	673,000
FTEs:						8.00

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

Performance Measures	Projected FY 10 Measure	Progress To Date:				Projected FY 11 Measure
		12/31/09	3/31/10	6/31/10	9/30/10	
Applicable Depart. Measures						
Number of children in permanent managing conservatorship participating in the program						
Reduction in time to final order						

61

Reduction in the number of cases requesting to extend statutory deadline						
--------------------------------------------------------------------------	--	--	--	--	--	--

PBO Recommendation:

CJP is requesting approval of a grant contract amendment to use unspent FY09 funds in the FY10 grant budget. PBO recommends approval. The County Contribution to grant has been adjusted and is included in the department's FY11 Budget Target.

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?

Section 107.012 of the Texas Family Code requires a Judge to appoint an attorney ad litem to represent the interests of child in Child Protective Services (CPS) suits. This request is intended to improve compliance with the Code by recommending the establishment of a Child Public Defender Office. The new office will provide quality and consistent legal representation to children in the CPS cases using qualified attorneys who have subject area expertise, institutional knowledge and experience with CPS dockets of Travis County in child abuse and neglect cases.

Historically, the growth in civil indigent attorney costs has largely been driven upward by an increase in the number and complexity of cases, and due to population growth. The Civil Courts requests that the Commissioners Court establishes a public defenders office that will provide children in Child Protective Services (CPS) cases with quality, efficient legal representation in child abuse and neglect cases pending in Travis County.

The activities of the Office of Child Representation are those of a small law office. They investigate their cases on behalf of their clients, conduct thorough and independent investigations of cases, conduct all court hearing, develop a theory of their client's case, attend all hearing and trials, prepare their case for appeal and draft all documents necessary for the appeal, and counsel their clients throughout the pendency of their clients case.

Additionally, they would be able to utilize the assistance of two legal secretaries and a paralegal. The Managing Attorney ensures the office provides quality services, maintains the departments budget and develop policies and procedures for the office.

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

This grant will be in its second of a three year grant with the state.

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

The grant requires a 50% county match. The department and the Commissioners Court are aware that after the three year grant period, the county will be responsible for 100% of the department's budget. Criminal Justice Planning will continue to seek alternative funding sources.

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

n/a

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 grant does not require program continuation. However, the grant did provide start up costs. Upon termination of the grant, these funds will be requested to be continued as part of the general fund.

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

The County is required to provide indigent attorney assistance and currently allocates significant general fund dollars toward this program; this grant, as well as the larger general fund for FY2010, provides a cost effective alternative for the provision of these services.

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

This grant provides an alternative method of providing indigent attorney assistance. It is hoped that through the use of the OCR, cases will be handled in a more efficient and cost effective manner.



JUSTICE & PUBLIC SAFETY DIVISION

Roger W. Jefferies, Executive Manager

P.O. Box 1748 Austin, Texas 78767 Phone (512) 854-4415 Fax (512) 854-4417

To: Rodney Rhoades, Executive Manager, PBO
Katie Peterson, Budget Analyst, PBO

Through: Roger Jefferies, Executive Manager, Justice and Public Safety

From: Julie Cullen, Financial Analyst, Criminal Justice Planning

Date: February 26, 2010

Subject: Grant Contract Amendments
Office of Child Representation / Grant No. 201-10-0014
Office of Parental Representation / Grant No. 201-10-0015

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

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

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

Attached are copies of the amended grant awards for the Office of Child Representation (fund 648) and the Office of Parental Representation (fund 647), which need to be presented to and approved by Commissioner's Court. The Supreme Court of Texas, Commission for Children, Youth and Families (the grantor) is allowing Travis County to carry-forward a portion of the FY 09 unexpended grant funding into FY 10. The excess funding will be used to offset FY 10 County Contributions to these grants.

If you have any further questions, please do not hesitate contacting me.



SUPREME COURT OF TEXAS PERMANENT JUDICIAL
COMMISSION FOR CHILDREN, YOUTH AND FAMILIES

Justice Harriet O'Neill, Chair

Tina Amberboy, Executive Director

**AMENDED STATEMENT OF GRANT AWARD
COURT IMPROVEMENT PROGRAM
FY 2010**

Grant Number: 201-10-0014
Grantee Name: Travis County
Program Title: Office of Child Representation
Grant Period: 10/1/2009-9/30/2010
Grant Award Amount: \$239,662.48

The Permanent Judicial Commission for Children Youth and Families (Commission) has awarded the above-referenced grant from the Texas Court Improvement Program (CIP). The individual authorized to apply for and accept grant funds (sub grantee) must sign this Statement of Grant Award and return it to the CIP Grant Administrator. The signed Statement of Grant Award must be on file with the CIP Grant Administrator in order for the sub grantee to receive reimbursements for authorized expenditures. Funding is provided as listed below:

Texas CIP Grant					
		Total Program	Amount of CIP Funds Awarded	Cash Match	In-Kind Match
a.	Personnel	\$453,191	\$161,386	\$291,805	
b.	Fringe Benefits	\$153,685	\$54,729	\$98,956	
c.	Travel	\$34,000	\$12,107	\$21,893	
d.	Equipment				
e.	Supplies	\$16,224	\$5,778	\$10,446	
f.	Contractual	\$15,900	\$5,662	\$10,238	
g.	Construction	\$0	\$0	\$0	
h.	Other	\$0	\$0	\$0	
i.	Total Direct Charges (sum a-h)	\$673,000	\$239,662	\$433,338	
j.	Indirect Charges	\$0			
k.	Totals	\$673,000	\$239,662	\$433,338	

66

By their signature, the subgrantee agrees to the following:

Standard Grant Conditions:

- To accept the grant award.
- The Sub grantee below agrees to the terms of the grant as written in the CIP Program Instructions issued by CIP and incorporated into this Statement of Grant Award by reference for all purposes.
- To abide by all terms and conditions as stated in the Award Activities (attached) issued by CIP and incorporated into this Statement of Grant Award by reference for all purposes.
- That a violation of any term of the Award Activities, CIP Program Instructions or any applicable OMB Circular may result in the CIP Grant Administrator placing a temporary hold on grant funds, and subject to Commission approval, permanently de-obligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.
- Disbursement is subject to the availability of funds, and disbursed quarterly on a reimbursement basis unless otherwise stated in the sub grantee's Award Activities.

Signature of Sub grantee

Signature of Grant Administrator

Samuel T. Biscoe, Constitutional County Judge
Name & Title (must print or type)

Bryan Wilson, Grants Manager
Name & Title (must print or type)

Travis County
Name of Organization

Date

Date

67

Grant Certifications:

CIP is required to ensure that all CIP sub grantees certify to the best of their knowledge and belief that the sub grantee will comply with the certifications listed below:

Certification Regarding Lobbying

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

(1) The sub grantee certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) If the sub grantee is unable to certify to the statement above, such sub grantee shall attach an explanation to this proposal.

Certification Regarding Environmental Tobacco Smoke

Public Law 103227, the Pro Children Act of 1994, prohibits smoking in any portion of any indoor facility owned, leased or contracted for by an entity and used routinely or regularly to provide health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in a fine of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

Additional Certifications

Applicant understands that CIP grants awarded to a governmental entity are governed by OMB Circular A-87 and that CIP grants awarded to a non profit organization are governed by OMB Circular A-110.

Applicant understands that CIP funds expended must be reasonable and necessary to carry out the objectives of the program for which funding is sought.

Applicant understands that CIP funds are paid on a reimbursement basis and must be supported by appropriate documentation.

Applicant understands that funding is subject to approval by the Commission.

Applicant understands that projects funded by CIP must involve meaningful and on-going collaboration of local or statewide stakeholders.

Subgrantee certifies to all of the above

Signature

68

AWARD ACTIVITIES

Grant Fund Category Requested: ☐ New ☒ Continued

Subgrantee

Name: Samuel T. Biscoe

Title: Constitutional County Judge

Organization: Travis County, Texas

Address: 314 West 11th Street, Suite 520
Austin, Texas 78701

Phone: 512-854-9555

Fax: 512-854-9535

E-mail: sam.biscoe@co.travis.tx.us

Requestor is designated as a(n):

☐ State Agency

☐ Non-Profit Organization

☒ Unit of Local Government

☐ Educational Institution

☐ Other (describe): _____

Program Type Requested: ☒ Basic Program ☐ Data ☐ Training

Program Title: Office of Child Representation

1. Program Issue or Problem:

This program is submitted to improve compliance with Tex. Family Code § 107.012 by providing early, consistent legal representation to children by attorneys who have subject area expertise, institutional knowledge, and experience with the CPS dockets of Travis County and monitor the fiscal impact of Tex. Family Code §107.012.

Travis County has been seeing an increase in the number of Child Protective Service Abuse and Neglect cases entering the system in the County. Texas Family Code §107.012 requires the Court to appoint counsel for each child who is the subject of a petition filed by a governmental entity in which conservatorship or termination of parental rights is requested. These cases require consistent legal representation by attorneys who have subject area expertise, institutional knowledge, and experience with the CPS docket in Travis County. By improving access to highly qualified legal services in this difficult area of law, the program should assist in providing safety, permanency, and well-being outcomes for the children, and improve overall efficiency of the court process.

Historically, the growth in the number of Child Protective Service Abuse and Neglect cases has largely been driven upward by an increase in the number and complexity of cases in addition to the ever increasing population growth. Listed below is the total number of cases that required child representation in Travis County from 2004 through 2007:

69

	Total Number of Child Cases
Fiscal Year 2004	483
Fiscal Year 2005	492
Fiscal Year 2006	551
Fiscal Year 2007	487

These cases have had the following estimated fiscal impact on the County:

	Child Costs
Fiscal Year 2004	\$ 723,837
Fiscal Year 2005	\$ 689,367
Fiscal Year 2006	\$ 810,328
Fiscal Year 2007	\$ 779,730

** Through March of Fiscal Year 2008, expenditures for child representation is \$414,630.*

The Office of Child Representation (OCR) in CPS cases provides quality, efficient legal representation for children in child abuse and neglect cases pending in Travis County.

The funds requested would provide continued funding for part of the costs of a larger Office of Child Public Defender.

By improving access to highly qualified legal services in this difficult area of law, the program should improve outcomes for children, and improve the overall efficiency of the court process.

This Office will have the following benefits:

- improved quality and consistency of representation due to smaller number of more qualified attorneys with a supervising attorney.
- development of institutional resources and subject-area expertise.
- trained support professionals.

The Office of Child Representation is a small law office. The attorneys on staff will:

- investigate cases on behalf of their clients;
- conduct thorough and independent investigations of their clients' cases, conduct discovery and respond to discovery;
- file pleadings and respond to pleadings, prepare for all court hearings, mediations, and trials and develop a theory of each client's case;
- meet with each client prior to each hearing or ask for an exception in accordance with the Texas Family Code 107.004(d);
- visit each client's placement at least once;
- ensure their client is involved in their case planning, if age appropriate;
- as appropriate, attend CPS family group conferences, family team meetings, and case planning meetings of which the attorney has notice, statutory hearings and other hearings of which the attorney has notice, mediations, and trials;

- ensure all clients attend each permanency hearing unless excused by court order and ensure all clients age four and older are given the opportunity to meet with the judge privately, if the child so desires and if the court determines it is in the best interest of the child;
- prepare their cases for appeal and draft all documents necessary for an appeal, and counsel their clients throughout the pendency of their client's case.

Through this grant, Travis County has leveraged County General Fund and grant resources in the creation of this new office.

2. Program Objective:

Goals for the office are to:

- To provide legal counsel as lead attorney for approximately 400 Abuse and neglect cases for the office as a whole. For this purpose, each child counts as a case.
- For all attorneys employed by the OCR to attend at least 8 hours of CLE each year on abuse and neglect related topics.

These objectives for the grant would be achieved by June 8, 2009.

3. Activities:

The County will maintain an office of child representation consistent with county purchasing, HR, and departmental operating policies. The County will determine the best way to organize the management of this office, consistent with the sound practice of law and in coordination with the needs of the judiciary. An oversight committee was formed to provide operational oversight and guidance to the OCR and to resolve any conflicts of interest that may occur between the OCR and the Office of Parental Representation. (OPR) This Committee will consist of: (1) two County Commissioners or their appointees, (2) two Civil Judges, (3) one private attorney with a background in CPS cases, and (4) one representative of the Texas Department of Family and Protective Services. This Committee was established and continues to provide oversight through regular oversight meetings.

The Oversight Committee meets as needed (at least twice per year) on issues affecting the OCR and the OPR. The Oversight Committee will also participate in an informal annual evaluation of the OCR and the OPR.

The OCR staff slots include a managing attorney, 3 staff attorneys, a paralegal, two legal secretaries, and social worker. The managing attorney was hired on February 23, 2009. Since that time, the following staff members have been hired: 2 staff attorneys (hired in May and June, 2009) and 2 legal secretaries (one in May 2009, one in July 2009). The Managing Attorney may adjust salaries or determine other positions are more appropriate to meet the needs of representation.

The OCR has developed a Policies and Procedures Manual that includes office operations and best practices for case management. These policies and procedures will continue to be refined as the office matures. There is a policy concerning the way to resolve any conflicts of interest that may arise between the OCR & the OPR.

OCR is appointed to cases by the Court in accordance with the Texas Family Code's statutory requirement to appoint counsel for the child immediately after the filing of the petition, but before the full adversary hearing. The OCR took its first case on June 8, 2009.

The OCR plans to conduct no fewer than 4 trainings on issues of abuse and neglect before June 8, 2010.

In addition to progress reports required by the CIP grant, the County will contract with a professional evaluation agency or establish an MOU with a public or private higher education agency to conduct an evaluation of the outcomes and efficiency of the establishment of this office. The results will be provided to the Travis County Commissioners Court and to CIP.

4. Method of Evaluation:

This grant requires progress reports to provide information on the effectiveness of the program. The CIP grant administrator will work with the sub grantee to construct a progress report that best reflects the actual work being performed in this program and is consistent with the FY2010 application. The program performance of the OCR will be evaluated through CIP Program Monitoring by the CIP Grant Administrator and an informal assessment of the Office by the oversight committee, which will measure:

Grant implementation milestones (i.e., finding office location, hiring Chief, support staff, etc.) for which implementation have been met.

The number of cases referred to the grant funded position to ensure that number meets the expectations of the grant.

A survey of District Court Judges & Masters showing how they rate the attorneys appointed to abuse and neglect cases. The goal is to have 80% of the judges rate the attorneys' representation as "satisfactory" or better.

The percentage of OCR attorneys assigned to abuse and neglect cases who have completed at least 8 hours of CLE each year on specialized training applicable to abuse and neglect cases. The goal is be 100% compliance.

This impact will be assessed by comparing the cost per case of cases handled by the OCR with a historical average cost per case and by comparison to current court appointed abuse and neglect cases not represented by the OCR.

5. Future Funding:

This grant is intended to support the creation of a larger OCR program by leveraging County General Fund dollars along with CIP grant funds to allow for an expedited execution of the program. It is the intent of the County to make a good faith effort to continue the programming during all years the project receives any funding from the CIP, and after the grant expires.

Travis County will also pursue alternative funding sources, including grants from private foundations and/or other state/federal government grants available for representation of children in abuse and neglect cases.

6. Budget Narrative (Include information on match):

This grant would provide a percentage of the total outlay up to \$239,662 for the operation of the Office for Child Representation. The budget categories below are for the operation of the department.

\$453,191 – Personnel - Managing attorney, 3 staff attorneys, 1 paralegal, 1 social worker and 2 legal secretaries

\$153,685 – Estimated Travis County Fringe

\$34,000 – Travel (and Training) expenses for the attorneys and staff

\$16,224 – Equipment - Furniture, computers and other electronic equipment

\$15,900 – Supplies – General cost associated with office operations (telephone, office supplies, subscriptions, licenses, membership, etc.)

Budget

Texas CIP Grant					
		Total Program	Amount of CIP Funds Requested	Cash Match	In-Kind Match
a	Personnel	\$453,191	\$161,386	\$291,805	
b	Fringe Benefits	\$153,685	\$54,729	\$98,956	
c	Travel	\$34,000	\$12,108	\$21,892	
d	Equipment				
e	Supplies	\$16,224	\$5,778	\$10,446	
f	Contractual	\$15,900	\$5,662	\$10,238	
g	Construction	\$0	\$0	\$0	
h	Other	\$0	\$0	\$0	
i	Total Direct Charges (sum a-h)	\$673,000	\$239,662	\$433,338	
j	Indirect Charges	\$0			
k	Totals	\$673,000	\$239,662	\$433,338	

Requested Grant Period: The Grant becomes effective October 1, 2009, and ends September 30, 2010 unless terminated or otherwise modified.

Required Program Reports: The sub-grantee shall submit an annual program report on November 15, 2010.

13

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:	Criminal Justice Planning/ Justice and Public Safety
Contact Person/Title:	Kimberly Pierce
Phone Number:	854-4764

Grant Title:	Office of Parental Representation		
Grant Period:	From:	10/1/2009	To: 9/30/2010
Grantor:	The Supreme Court of Texas, Permanent Judicial Commission For Children, Youth and Families		
American Recovery and Reinvestment Act (ARRA) Grant		Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>

Check One:	New: <input type="checkbox"/>	Continuation: <input checked="" 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 checked="" type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	<i>County Match</i>	In-Kind	TOTAL
Personnel:		171,285		434,916		606,201
Operating:		18,875		47,924		66,799
Capital Equipment:						0
Indirect Costs:						0
Total:	0	190,160	0	482,840	0	673,000
FTEs:						8.00

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

Performance Measures	Projected FY 10 Measure	Progress To Date:				Projected FY 11 Measure
		12/31/09	3/31/10	6/31/10	9/30/10	
Applicable Depart. Measures						
Number of clients served per attorney.	TBD					TBD
Number of incarcerated parents serviced with notice.	TBD					TBD
Reduction in time to resolve cases.	TBD					TBD
Reduction in time to serve incarcerated parents.	TBD					TBD

PBO Recommendation:

CJP is requesting approval of a grant contract amendment to use unspent FY09 funds in the FY10 grant budget. PBO recommends approval. The County Contribution to grant has been adjusted and is included in the department's FY11 Budget Target.

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?

This new public defenders office for parental representation in Child Protective Services (CPS) cases provides quality, efficient legal representation for primary parents in child abuse and neglect cases pending in Travis County. This request is intended to improve compliance with Section 107.013 of the Texas Family Code by providing early, consistent legal representation to indigent primary parents by attorneys who have subject area expertise, institutional knowledge, and experience with the CPS docket in Travis County. By improving access to highly qualified legal services in this difficult area of law, the program should increase parent participation in identifying appropriate outcomes for their children, and improve overall efficiency of the court process.

Historically, the growth in civil indigent attorney costs has largely been driven upward by an increase in the number and complexity of cases in addition to the ever increasing population growth.

The Civil Courts request that Commissioners Court continue funding a public defenders office for parental representation in CPS cases that would provide quality, efficient legal representation for primary parents in child abuse and neglect cases pending in Travis County.

The activities of the Office of Parental Representation would be those of a small law office. The attorneys on staff would investigate cases on behalf of their clients, conduct thorough and independent investigations of their client's cases, conduct discovery and respond to discovery, file pleadings and respond to pleadings, prepare for all court hearings, develop a theory of their client's case, attend all hearings and trials, prepare their cases for appeal and draft all documents necessary for an appeal, and counsel their clients throughout the pendency of their client's case.

Additionally, they would be able to utilize the assistance of an office specialist, a legal secretary, a paralegal and social worker as needed. Attorneys would maintain case statistics for evaluation and continuing improvement of their court related processes. The managing public defender would periodically compile, evaluate, and report on performance measures with recommendations for improvements in efficiency that do not sacrifice quality representation. The attorney would receive continuing legal education in the area of child abuse and neglect.

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

This grant will be in its second of three year grant with the State.

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

The grant requires a 50% match. This match met by applying a portion of the General Fund commitment to the overall Office of Parental Representation. No additional funds, outside of the FY 2010 budget request are required to support this grant.

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

Indirect costs are not part of the grant. The grant is off setting the costs of a larger budget proposal.

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.

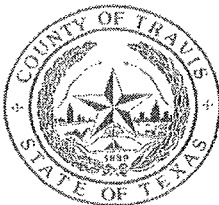
The grant does not require program continuation. However, this grant provided start-up costs for a larger Office of Parental Representation. On termination of the grant, these funds will be requested to be continued as part of the General Fund. Efforts will be made to find additional funding from additional grants, if possible to support the program.

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

The County is required to provide indigent attorney assistance and currently allocates significant General Fund dollars toward this program, this grant as well as the larger general fund FY 2010 request, provides a cost effective alternative for the provision of these services.

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

This grant and the larger program request provides an alternative method of providing indigent attorney assistance. It is hoped that through the use of a public defender office, cases can be handled in a more efficient manner.



JUSTICE & PUBLIC SAFETY DIVISION

Roger W. Jefferies, Executive Manager

P.O. Box 1748 Austin, Texas 78767 Phone (512) 854-4415 Fax (512) 854-4417

To: Rodney Rhoades, Executive Manager, PBO
Katie Peterson, Budget Analyst, PBO

Through: Roger Jefferies, Executive Manager, Justice and Public Safety

From: Julie Cullen, Financial Analyst, Criminal Justice Planning

Date: February 26, 2010

Subject: Grant Contract Amendments
Office of Child Representation / Grant No. 201-10-0014
Office of Parental Representation / Grant No. 201-10-0015

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

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

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

Attached are copies of the amended grant awards for the Office of Child Representation (fund 648) and the Office of Parental Representation (fund 647), which need to be presented to and approved by Commissioner's Court. The Supreme Court of Texas, Commission for Children, Youth and Families (the grantor) is allowing Travis County to carry-forward a portion of the FY 09 unexpended grant funding into FY 10. The excess funding will be used to offset FY 10 County Contributions to these grants.

If you have any further questions, please do not hesitate contacting me.



SUPREME COURT OF TEXAS PERMANENT JUDICIAL
COMMISSION FOR CHILDREN, YOUTH AND FAMILIES

Justice Harriet O'Neill, Chair

Tina Amberboy, Executive Director

**AMENDED STATEMENT OF GRANT AWARD
COURT IMPROVEMENT PROGRAM
FY 2010**

Grant Number: 201-10-0015
Grantee Name: Travis County
Program Title: Office of Parent Representation
Grant Period: 10/1/2009-9/30/2010
Grant Award Amount: \$190,159.70

The Permanent Judicial Commission for Children Youth and Families (Commission) has awarded the above-referenced grant from the Texas Court Improvement Program (CIP). The individual authorized to apply for and accept grant funds (subgrantee) must sign this Statement of Grant Award and return it to the CIP Grant Administrator. The signed Statement of Grant Award must be on file with the CIP Grant Administrator in order for the subgrantee to receive reimbursements for authorized expenditures. Funding is provided as listed below:

Texas CIP Grant					
		Total Program	Amount of CIP Funds Awarded	Cash Match	In-Kind Match
a.	Personnel	\$456,991	\$129,125	\$327,866	
b.	Fringe Benefits	\$149,211	\$42,160	\$107,051	
c.	Travel	\$11,000	\$3,108	\$7,892	
d.	Equipment	\$0	\$0	\$0	
e.	Supplies	\$41,798	\$11,810	\$29,988	
f.	Contractual	\$14,000	\$3,957	\$10,043	
g.	Construction	\$0	\$0	\$0	
h.	Other	\$0	\$0	\$0	
i.	Total Direct Charges (sum a-h)				
j.	Indirect Charges	\$0			
k.	Totals	\$673,000	\$190,160	\$482,840	

78

By their signature, the subgrantee agrees to the following:

Standard Grant Conditions:

- To accept the grant award.
- The Subgrantee below agrees to the terms of the grant as written in the CIP Program Instructions issued by CIP and incorporated into this Statement of Grant Award by reference for all purposes.
- To abide by all terms and conditions as stated in the Award Activities (attached) issued by CIP and incorporated into this Statement of Grant Award by reference for all purposes.
- That a violation of any term of the Award Activities, CIP Program Instructions or any applicable OMB Circular may result in the CIP Grant Administrator placing a temporary hold on grant funds, and subject to Commission approval, permanently de-obligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.
- Disbursement is subject to the availability of funds, and disbursed quarterly on a reimbursement basis unless otherwise stated in the subgrantee's Award Activities.

Signature of Subgrantee

Signature of Grant Administrator

Samuel T. Biscoe, Constitutional County Judge

Bryan Wilson, Grants Manager

Name & Title (must print or type)

Name & Title (must print or type)

Travis County

Name of Organization

Date

Date

79

Grant Certifications:

CIP is required to ensure that all CIP subgrantees certify to the best of their knowledge and belief that the subgrantee will comply with the certifications listed below:

Certification Regarding Lobbying

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

(1) The subgrantee certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) If the subgrantee is unable to certify to the statement above, such subgrantee shall attach an explanation to this proposal.

Certification Regarding Environmental Tobacco Smoke

Public Law 103227, the Pro Children Act of 1994, prohibits smoking in any portion of any indoor facility owned, leased or contracted for by an entity and used routinely or regularly to provide health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in a fine of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

Additional Certifications

Applicant understands that CIP grants awarded to a governmental entity are governed by OMB Circular A-87 and that CIP grants awarded to a non profit organization are governed by OMB Circular A-110.

Applicant understands that CIP funds expended must be reasonable and necessary to carry out the objectives of the program for which funding is sought.

Applicant understands that CIP funds are paid on a reimbursement basis and must be supported by appropriate documentation.

Applicant understands that funding is subject to approval by the Commission.

Applicant understands that projects funded by CIP must involve meaningful and on-going collaboration of local or statewide stakeholders.

Subgrantee certifies to all of the above

Signature

80

AWARD ACTIVITIES

AWARD ACTIVITIES

Grant Fund Category Requested: ☐ New ☒ Continued

Subgrantee

Name: Samuel T. Biscoe
Title: Constitutional County Judge
Organization: Travis County, Texas
Address: 314 West 11th Street, Suite 520
Austin, Texas 78701
Phone: 512-854-9555
Fax: 512-854-9535
E-mail: sam.biscoe@co.travis.tx.us

Requestor is designated as a (n):

☐ State Agency ☐ Non-Profit Organization
☒ Unit of Local Government ☐ Educational Institution
☐ Other (describe): _____

Program Type Requested: ☒ Basic Program ☐ Data ☐ Training

Program Title: Office of Parental Representation

1. Program Issue or Problem:

This program is submitted under section 2.1 of the Court Improvement Project, intended to improve compliance with Tex. Family Code § 107.013 by providing early, consistent legal representation to indigent primary parents by attorneys who have subject area expertise, institutional knowledge, and experience with the CPS dockets of Travis County and monitor the fiscal impact of Tex. Family Code § 107.013.

Travis County has been seeing an increase in the number of Child Protective Service Abuse and Neglect cases entering the system in the County. Many of the parents are indigent and require court appointed counsel. However these cases require consistent legal representation by attorneys who have subject area expertise, institutional knowledge, and experience with the CPS docket in Travis County. By improving access to highly qualified legal services in this difficult area of law, the program should increase parent participation in identifying safety, permanency, and well-being outcomes for the children, improve outcomes for their children, and improve overall efficiency of the court process.

Historically, the growth in the number of Child Protective Service Abuse and Neglect cases has largely been driven upward by an increase in the number and complexity of cases in addition to

the ever increasing population growth. Listed below is the Total Number of cases that required indigent parent representation in Travis County from 2004 through 2007:

	Total Number of Primary Parent Cases
Fiscal Year 2004	402
Fiscal Year 2005	450
Fiscal Year 2006	461
Fiscal Year 2007	557

These cases have had the following estimated fiscal impact on the County:

	Primary Parent Costs (Both Mothers and Fathers)
Fiscal Year 2004	\$ 584,066
Fiscal Year 2005	\$ 601,681
Fiscal Year 2006	\$ 600,012
Fiscal Year 2007	\$ 754,569

** Through March of Fiscal Year 2008, expenditures for primary parent representation is \$445,151.*

The Travis County Office of Parental Representation provides quality, efficient legal representation for primary parents in child abuse and neglect cases pending in Travis County.

The funds will provide continued funding for part of the costs of a larger public defenders office for parental representation.

By improving access to highly qualified legal services in this difficult area of law to the least served in our community, the office increases parent participation in identifying appropriate outcomes for their children, and improves the overall efficiency of the court process.

This Office has the following benefits:

- improves quality and consistency of representation due to smaller number of more qualified attorneys with a supervising attorney.
- improves the quality of representation by allowing parents to be appointed legal counsel earlier in the child welfare case.
- improves outcomes for families because of the active involvement of the OPR social worker working with the family to bridge the gap between community resources and services the parents need to be safe parents and self sufficient members of our community.
- office has already and will continue to develop institutional resources and subject-area expertise.
- office has hired and will maintain trained support professionals.
- Office will also utilize other community resources such as social work interns and paralegal interns to help provide additional needed services to the parents served by the OPR.

The Office of Parental Representation is a small law office. The attorneys on staff:

- investigate cases on behalf of their clients;

- conduct thorough and independent investigations of their client's cases, conduct discovery and respond to discovery;
- meet with their clients regularly, and prior to each hearing;
- encourage regular communication with clients so the parent is informed about their case and any associated developments of their case;
- advocate for needed services for clients as identified by the parent and the OPR social worker;
- advocate for frequent visitations with parents and children who are removed, because the ability to visits is shown to be a good indicator of actual reunification and the success of said reunifications;
- advocate for unsupervised visits as appropriate;
- work diligently with the parent clients to identify family, absent parents and symbolic relatives with the theory being engagement of the entire family and support network for the parent client early in the case helps secure stability for the parents and helps ensure a level of accountability so as to safeguard the safety, permanency and well being of the child once reunification is achieved;
- ensure their clients understand the case planning process and are actively involved in their case planning;
- protects the legal rights of parents by filing pleadings and responding to pleadings, preparing for all court hearings, mediations, and trials, and by develop a theory of their client's case early on with revisions being made as appropriate.
- as appropriate, attend CPS family group conferences, family team meetings, and case planning meetings of which the attorney has notice, statutory hearings and other hearings of which the attorney has notice, mediations, and trials;
- attend all hearings and trials;
- prepare cases for appeal and draft all documents necessary for an appeal, and counsel their clients throughout the pendency of their client's case.

Through this grant, the County will leverage General Fund and Grant resources to begin to implement the creation of this new office starting in October of 2008.

2. Program Objective:

Goals for the office would be:

- To provide legal counsel as lead attorney for approximately 400 Abuse and neglect cases for the office as a whole and 100 cases for the grant funded position.

- **Caseloads**

On May 29, 2009, the OPR accepted their first case. Currently the OPR has 21 clients; case assignments were as of follows:

May 29, 2009	3 cases on the docket available	3 cases accepted
June 1, 2009	2 cases available	2 cases accepted
June 5, 2009	No cases available	0 cases accepted
June 8, 2009	No cases available	0 cases accepted
June 12, 2009	3 cases available	4 cases accepted

1 case accepted was via a Motion of Substitution.

June 15, 2009	2 cases available	3 cases accepted
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1 case was assigned in court from Gallery.

June 22, 2009	1 case available	1 case accepted
June 26, 2009	4 cases available	4 cases accepted
June 29, 2009	2 cases available	2 cases accepted
July 3, 2009	2 cases available	2 cases accepted
July 8, 2009	0 cases available	1 case accepted
19 available cases		22 cases accepted

Of the 22 cases accepted, 1 case has already been dismissed on the merits. This case was filed under Chapter 262 of the Family Code, seeking removal of the child.

Of the remaining 21 cases, 3 were filed under Chapter 262 of the Family Code, seeking removal of the children and remained as removals with the Department being named Temporary Managing Conservator.

Of the remaining 18 cases, 4 were filed under Chapter 262 of the Family Code, seeking removal of the children and were instead made to be Court Ordered Services under Chapter 264 of the Family Code, meaning the children remained with parents.

Of the remaining 14 cases, 7 were filed under Chapter 264 of the Family Code, seeking parental participation in Court Ordered services while the children remained in the home.

Of the remaining 7 cases, the OPR was either appointed at the Status Hearing or the Permanency Hearing, where the conservatorship had already been decided.

- For all attorneys employed by the PDO-PR to attend at least 8 hours of CLE each year on Abuse and Neglect related topics.
 - Staff Education/Training to date.
 - March, 2009- OPR Managing Attorney attended “Dealing with Difficult Employees”, training sponsored by Travis County. Training Hours-1.5.
 - March, 2009-OPR Managing Attorney attended “Harassment Prevention”, training sponsored by Travis County. Training Hours -2.5.
 - May, 2009- All OPR attorneys attended the first annual ABA Continuing Legal Education Conference on “Improving Representation of Parents in Child Welfare Cases”. Training Hours- 12.5
 - May, 2009- OPR Managing Attorney attended the ABA sponsored “National Conference on Children and the Law: Representing your Client and Advocating”. Training Hours- 10.0
 - June 2009- All OPR staff attended an OPR sponsored CLE “Substance Abuse v. Substance Dependence: How to Advocate for Parent Clients in Child Welfare Cases with Substance Abuse Treatment Needs”. Training Hours -2.0.
 - June 2009- All OPR staff except for the Administrative Associate attended the NACC, (National Association of Counsel for Children) sponsored CLE, “The Abuse and Neglect Case: A Practitioner’s Guide”. Training Hours 8.5. The Managing Attorney presented at the CLE as it related to representing parents in these cases.
 - June 2009- The OPR Managing Attorney presented at the NACC, (National Association of Counsel for Children) sponsored CLE- San Antonio, “The Abuse and Neglect Case: A Practitioner’s Guide”. Training Hours 9.0.
 - July 2009- The OPR Managing Attorney presented at the NACC, (National Association of Counsel for Children) sponsored CLE-

84

Beaumont, "The Abuse and Neglect Case: A Practitioner's Guide". Training Hours 9.0.

- July 2009- The OPR Managing Attorney presented at the NACC, (National Association of Counsel for Children) sponsored CLE- Houston, "The Abuse and Neglect Case: A Practitioner's Guide". Training Hours 9.0.

These objectives for the grant would be achieved by September 30th 2009.

3. Activities:

The county will establish and maintain an office of parental representation consistent with county purchasing, HR, and departmental operating policies. The county will determine the best way to organize the management of this office consistent with the sound practice of law and in coordination with the needs of the judiciary. The county has established said Office of Parental Representation (OPR). The office was established in October, 2008.

An oversight committee would be formed to provide operational oversight & guidance to the OPR and to resolve any conflicts of interest that may occur between the OPR and the Public Defenders Office of Child Representation. (OCR) This Committee will consist of (1) two County Commissioners or their appointees (2) two Civil Judges (3) one private attorney with a background in CPS cases; and (4) one representative of the Texas Department of Family and Protective Services. This Committee would be established by October 2008. This Oversight Committee was formed in October, 2008.

This committee would meet as needed but at least twice per year on issues affecting the OPR and the OCR, as well as participate in an informal annual evaluation of the OCR and the OPR.

The county would employ a managing attorney, and three (3) staff attorneys as well as a paralegal, a legal secretary, an office specialist, and a social worker. The managing attorney would be hired by November 2008. The first official day of work for the Managing Attorney for the OPR was February 9, 2009.

The remainder of the positions would be filled by the managing attorney as soon as possible. The Chief PD once hired may adjust salaries or determine other positions are more appropriate to meet the needs of representation. As of June 12, 2009 all staff positions in the OPR are filled. The OPR staff is made of the Managing Attorney; (3) staff attorneys; a Social Worker; a Paralegal; a Legal Secretary; and an Administrative Associate.

Using the standards to be established by the Public Defender's Office in Travis County, the PDO-PR would develop written policies and procedures for the office that will govern the operations of the PDO-PR. These policies would include how any conflicts of interest between the PDO-PR & the PDO-CR would be resolved. The Office of Parental Representation has in place a written policy and procedure manual that was effective May 29, 2009. This manual includes, but is not limited to written policies regarding caseload management and conflict policies.

CPS cases would be referred to the PDO-PR based on the method currently in place to establish indigence in the Civil Courts to receive Court appointed Counsel. The Office of Parental Representation currently receives referrals from the Court, other community agencies and the public at large.

The present process typically is once a parent appears in Court for the first time after service of process, the parent fills out an affidavit requesting a court appointed counsel and provides

information regarding their assets, liabilities, number of dependents, and any government assistance that they receive. Upon review of this information, if the parent is at 150 percent of the federal poverty guideline, the Court appoints them an attorney as soon as practicable and provides them with the name, address, and phone numbers for their legal counsel. The OPR will not be part of the indigence determination process. The Court has provided the Office of Parental Representation with the formula for determining indigency and has granted limited authority to the Managing Attorney of the Office of Parental Representation to make an initial determination of indigence with the understanding that the said determination is subject to judicial review. An added assessment would have to be made by the OPR regarding whether a conflict of interest exists that would preclude the appointment of the OPR. If such a conflict exists then a private attorney on the Court's appointment list would be appointed for the parent instead of the OPR.

In addition to progress reports required by the CIP grant, the county will contract with a professional evaluation agency or establish an MOU with a public or private higher education agency to conduct an evaluation of the outcomes and efficiency of the establishment of this office. The results will be provided to the Commissioners Court and CIP. Kimberly Pierce with Criminal Justice Planning is addressing this matter with Travis County Purchasing Department as well.

4. Method of Evaluation:

This grant requires progress reports to provide information on the effectiveness of the program. The CIP grant administrator will work with the subgrantee to construct a progress report that best reflects the actual work being performed in this program and is consistent with the FY2009 application. The program performance of the grant funded portion of the OPR will be evaluated through a CIP Program Monitoring by the CIP Grant Administrator and an informal assessment of the Office by the oversight committee, which will measure:

Grant implementation milestones (i.e., finding office location, hiring Chief, support staff, etc.) for which implementation have been met.

The number of cases referred to the grant funded position to ensure that number meets the expectations of the grant. While currently, the Office of Parental Representation only has 22 active cases, the total number of new Child Welfare Cases in Travis County for June 2009 was 29.

A survey of District Court Judges and Associate Judges showing how they rate the attorneys appointed to abuse and neglect cases. The goal will be to have 80% of the judges rate the attorneys' representation as "satisfactory" or better.

The percentage of PD counsel assigned to abuse and neglect cases that have completed at least 8 hours of CLE each year on specialized training applicable to abuse and neglect cases. The goal would be 100% compliance by September 30, 2009.

The impact will be assessed by comparing the cost per case of cases handled by the OPR with a historical average cost per case and by comparison to current court appointed abuse and neglect cases not represented by the OPR.

5. Future Funding:

This grant is intended to support the creation of a larger OPR program by leveraging General Fund dollars along with CIP grant funds to allow for an expedited execution of the program. It is the intent of the county to make a good faith effort to continue the programming during all years the project receives any funding from the CIP and after the grant expires.

Travis County will also pursue alternative funding sources, including grants from private foundations and/or other State/Federal government grants available for indigent defense.

6. Budget Narrative (Include information on match):

This grant would provide a percentage of the total outlay up to \$100,000 for the creation and operation of a Public Defender Office for Parental Representation. The budget categories below are for the operation of the department.

\$456,991 – Personnel - Managing attorney, and three (3) staff attorneys as well as a paralegal, a legal secretary, an office specialist, and a Social Worker.

\$149,211 – Estimated Travis County Fringe

\$11,000 – Travel (and Training) expenses for the attorneys and staff

\$41,798 – Supplies – General cost associated with office operations (telephone, office supplies, subscriptions, licenses, membership, etc...)

\$14,000 – Contractual - Program evaluation and other contractual relationships.

Budget

	Texas CIP Grant	Requested			
		Total Program	Amount of CIP Funds Requested	Cash Match	In-Kind Match
a	Personnel	\$456,991	\$129,125	\$327,866	
b	Fringe Benefits	\$149,211	\$42,160	\$107,051	
c	Travel	\$11,000	\$3,108	\$7,892	
d	Equipment	\$0	\$0	\$0	
e	Supplies	\$41,798	\$11,810	\$29,988	
f.	Contractual	\$14,000	\$3,957	\$10,043	
g	Construction	\$0	\$0	\$0	
h	Other	\$0	\$0	\$0	
i	Total Direct Charges (sum a-h)				
j	Indirect Charges	\$0			
k	Totals	\$673,000	\$190,160	\$482,840	

Requested Grant Period: The Grant becomes effective October 1, 2009, and ends September 30, 2010 unless terminated or otherwise modified.

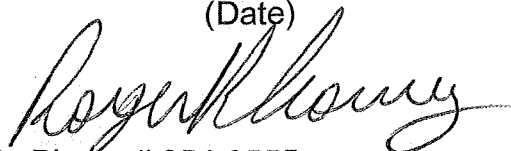
Required Program Reports: The sub-grantee shall submit an annual program report on November 15, 2010.

Travis County Commissioners Court Agenda Request

Voting Session March 16, 2010
(Date)

Work Session _____
(Date)

I. Request made by:



Roger A. El-Khoury, M.S., P.E., Director, Facilities Mgmt. Phone # 854-9555
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 \$908,089.12, for the period of February 26, 2010 to March 4, 2010.

Approved by: _____
Signature of Commissioner or County Judge

II. Additional Information:

A. Backup memorandum is attached.

B. Affected agencies and officials.

Dan Mansour	854-9499
Susan Spataro	854-9125
Rodney Rhoades	854-9106

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: March 16, 2010

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: February 26, 2010 to March 4, 2010

REIMBURSEMENT REQUESTED
FOR THIS PERIOD: \$908,089.12

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 \$908,089.12.

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
FEBRUARY 26, 2010 TO MARCH 4, 2010

- Page 1. Detailed Recommendation to Travis County Auditor for transfer of funds.
- Page 2. Chart of Weekly Reimbursements Compared to Budget
- Page 3. Paid Claims Compared to Budgeted Claims
- Page 4. Notification of amount of request from United Health Care (UHC).
- Page 5. Last page of the UHC Check Register for the Week.
- Page 6. List of payments deemed not reimbursable.
- Page 7. Journal Entry for the reimbursement.

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: March 16, 2010
TO: Susan Spataro, County Auditor
FROM: Dan Mansour, Risk Manager
COUNTY DEPT. Human Resources Management Department (HRMD)

United Health Care (UHC) (Travis County's Third Party Administrator for our Self Insured Health Care Fund) has requested reimbursement for health care claim payments made on behalf of Travis County employees and their dependents as follows:

PERIOD OF PAYMENTS PAID:
FROM: February 26, 2010
TO: March 4, 2010

REIMBURSEMENT REQUESTED: \$ 908,089.12

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 831,926.74
bank withdrawal correction	\$ (2,850.00)
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: March 9, 2010	\$ 79,012.21
Adjust to balance per UHC	\$ 0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 908,089.12
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 908,089.12

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

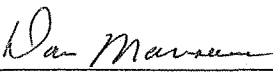
All claims over \$25,000 (2 this week totaling \$75,714.11) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.

Fifteen percent (15%) of all claims under \$25,000 (\$137,826.18) 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.

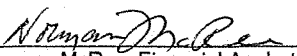
All claims have been reviewed to determine if they have exceeded the \$175,000 stop loss limit. For claims that have exceeded the limit, it has been verified that UHC has complied with the contract. This week credits for stop loss and other reimbursements totaled \$19,464.66.

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.

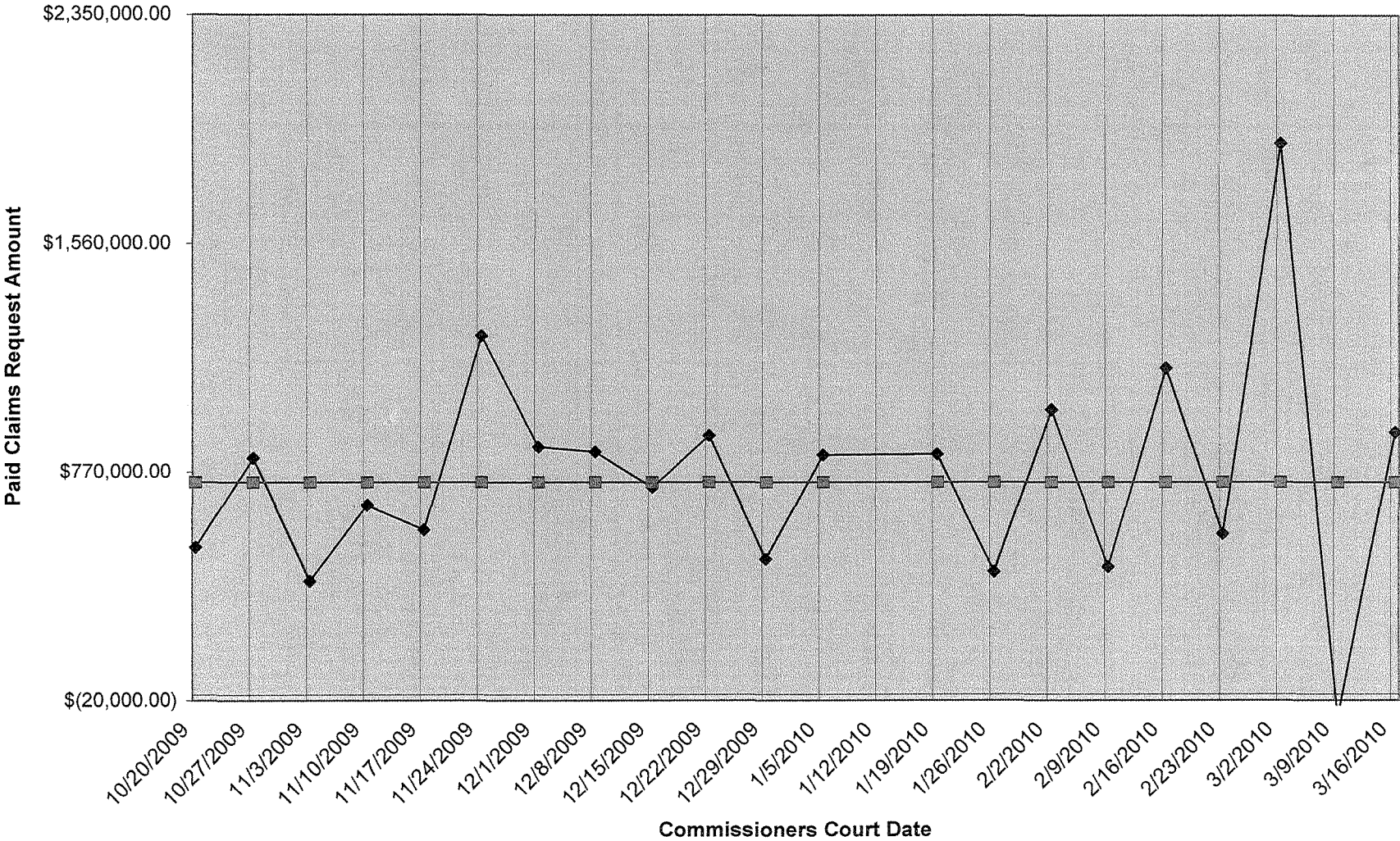
 3-8-10
Dan Mansour, Risk Manager Date

 3-8-10
Cindy Purinton, Benefit Contract Administrator Date

 3/8/10
Norman McRee, Financial Analyst Date

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

TRAVIS COUNTY EMPLOYEE BENEFIT PLAN
FY10 PAID CLAIMS vs WEEKLY CLAIMS BUDGET OF \$734,980.88



**TRAVIS COUNTY EMPLOYEE BENEFIT PLAN
FY10 WEEKLY PAID CLAIMS VS WEEKLY BUDGETED AMOUNT**

Period	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims
10/2/09-10/08/09	10/20/2009	\$ 506,983.79	\$ 734,980.88	2	\$ 84,160.90
10/9/09-10/15/09	10/27/2009	\$ 819,076.31	\$ 734,980.88	2	\$ 66,527.80
10/16/09-10/22/09	11/3/2009	\$ 388,581.81	\$ 734,960.88	2	\$ 81,663.47
10/23/09-10/29/09	11/10/2009	\$ 653,822.83	\$ 734,960.88	2	\$ 58,028.60
10/30/09-11/5/09	11/17/2009	\$ 567,206.00	\$ 734,960.88	0	\$ -
11/6/09-11/12/09	11/24/2009	\$ 1,238,417.14	\$ 734,960.88	3	\$ 185,593.04
11/13/09-11/19/09	12/1/2009	\$ 857,273.45	\$ 734,960.88	3	\$ 185,891.08
11/20/09-11/26/09	12/8/2009	\$ 839,621.97	\$ 734,960.88	2	\$ 55,007.00
11/27/09-12/03/09	12/15/2009	\$ 715,804.02	\$ 734,960.88	4	\$ 148,691.08
12/04/09-12/10/09	12/22/2009	\$ 897,384.47	\$ 734,960.88	4	\$ 202,013.76
12/11/09-12/17/09	12/29/2009	\$ 464,771.71	\$ 734,960.88	0	\$ -
12/18/09-12/24/09	1/5/2010	\$ 829,110.94	\$ 734,960.88	1	\$ 28,410.00
1/1/10-1/7/10	1/19/2010	\$ 831,839.27	\$ 734,960.88	1	\$ 74,273.56
1/08/10-1/14/10	1/26/2010	\$ 421,088.38	\$ 734,960.88	0	\$ -
1/15/10-1/21/10	2/2/2010	\$ 984,912.81	\$ 734,960.88	3	\$ 212,163.43
1/22/10-1/28/10	2/9/2010	\$ 437,127.76	\$ 734,960.88	0	\$ -
1/29/10-2/4/10	2/16/2010	\$ 1,127,243.08	\$ 734,960.88	4	\$ 300,506.33
2/5/10-2/11/10	2/23/2010	\$ 553,376.57	\$ 734,960.88	2	\$ 130,929.00
2/12/10-2/18/10	3/2/2010	\$ 1,911,218.40	\$ 734,960.88	10	\$ 921,042.22
2/19/10-2/25/10	3/9/2010	\$ (79,012.21)	\$ 734,960.88	3	\$ 116,905.73
2/26/10-3/4/10	3/16/2010	\$ 908,089.12	\$ 734,960.88	2	\$ 75,714.11
	Paid and Budgeted Claims - to date	\$ 15,873,937.62	\$ 15,434,218.48		
	Amount of Difference from Budget		\$ 439,719.14		
		Not predictive of impact on reserve, intended to show relationship of weekly budget to weekly claims cost.			

From: <SIFS FAX@UHC.COM>
To: <NORMAN.MCREE@CO.TRAVIS.TX.US>
Date: 3/5/2010 4:53 AM
Subject: UHC BANKING REPTS/C

TO: NORMAN MCREE FROM: UNITEDHEALTH GROUP
 FAX NUMBER: (512) 854-3128 AB5
 PHONE: (512) 854-3828

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2010-03-05 REQUEST AMOUNT: \$831,926.74

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

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2010-03-04 \$1,148,746.56
 - REQUIRED BALANCE TO BE MAINTAINED: \$1,938,718.00
 + PRIOR DAY REQUEST: \$00.00

= UNDER DEPOSIT: \$789,971.44

+ CURRENT DAY NET CHARGE: \$41,955.30
 + FUNDING ADJUSTMENTS: \$00.00

REQUEST AMOUNT: \$831,926.74

ACTIVITY FOR WORK DAY: 2010-02-26

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$466,168.06	\$00.00	\$466,168.06
5972	\$21.17	\$00.00	\$21.17
TOTAL:	\$466,189.23	\$00.00	\$466,189.23

ACTIVITY FOR WORK DAY: 2010-03-01

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$143,457.06	\$00.00	\$143,457.06

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2010_03_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	-281.53	UY	65564054	AH	9	2/27/2010	50	3/5/2010	3/4/2010
701254	632	-285	UR	26089952	AH	6	2/23/2010	50	3/1/2010	3/4/2010
701254	632	-299.86	NN	SSN0000C	AL	0	2/26/2010	600	3/4/2010	3/4/2010
701254	632	-301.12	NN	1314190	AA	8	3/4/2010	200	3/1/2010	3/4/2010
701254	632	-310.59	NN	1763810	AH	7	3/4/2010	200	3/1/2010	3/4/2010
701254	632	-311.59	NN	1076459	A	2	3/4/2010	200	3/1/2010	3/4/2010
701254	632	-336.68	NN	1457380	A	11	3/4/2010	200	3/1/2010	3/4/2010
701254	632	-355.6	NN	1314191	AA	8	3/4/2010	200	3/1/2010	3/4/2010
701254	632	-379.3	NN	955604	AH	8	3/4/2010	200	3/1/2010	3/4/2010
701254	632	-403.78	NN	1009860	AH	8	3/4/2010	200	3/1/2010	3/4/2010
701254	632	-418.72	RF	81438727	AH	5	2/25/2010	50	3/3/2010	3/4/2010
701254	632	-510.75	RB	50205028	AH	5	2/24/2010	50	3/2/2010	3/4/2010
701254	632	-560.17	NN	1289814	AH	1	3/4/2010	200	3/1/2010	3/4/2010
701254	632	-594	UY	60887242	AH	9	2/27/2010	50	3/5/2010	3/4/2010
701254	632	-884.05	Q3	20061862	A	11	2/24/2010	50	3/2/2010	3/4/2010
701254	632	-1027	UY	45763984	AA	6	2/24/2010	50	3/2/2010	3/4/2010
701254	632	-1040.17	NN	SSN0000C	AL	0	3/1/2010	600	3/5/2010	3/4/2010
701254	632	-1097.5	NN	SSN0000C	AL	0	2/23/2010	600	3/1/2010	3/4/2010
701254	632	-1176.3	UY	73750497	AH	7	2/24/2010	50	3/2/2010	3/4/2010

908,089.12

***Travis County Hospital and Insurance Fund - County Employees
UHC Payments Deemed Not Reimbursable***

For the payment week ending: 03/04/2010

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

9

Travis County - Hospital and Self Insurance Fund (526)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 3/4/2010

TYPE	MEMBER TYPE	TRANS_AMT
CEPO		
	EE	
	526-1145-522.45-28	109,708.68
	RR	
	526-1145-522.45-29	9,020.26
Total CEPO		\$118,728.94
EPO		
	EE	
	526-1145-522.45-20	224,412.36
	RR	
	526-1145-522.45-21	37,449.19
Total EPO		\$261,861.55
PPO		
	EE	
	526-1145-522.45-25	459,455.92
	RR	
	526-1145-522.45-26	68,042.71
Total PPO		\$527,498.63
Grand Total		\$908,089.12

Travis County Commissioners Court Agenda RequestVoting Session 3/16/10
(Date)Work Session _____
(Date)**I. Request made by:**
Roger A. El Khoury, M.S., P.E., Director, Facilities Management Phone # 854-4579
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)



HRMD

Human Resources Management Department

1010 Lavaca Street, 2nd Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-4203

March 16, 2010

ITEM # :

DATE: March 5, 2010

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

VIA: Roger A. El Khoury, M.S., P.E., Director, Facilities Management

FROM: Tracey Calloway, Interim 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 Tracey Calloway at 854-9170 or Todd L. Osburn at 854-2744.

RAE/TC/TLO

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
Constable 3	10	Deputy Constable**	61 / Step 5 / \$46,773.38	61 / Step 5 / \$46,773.38
Constable 4	25	Deputy Constable	61 / Step 1 / \$43,210.75	61 / Step 1 / \$43,210.75
District Atty	118	Office Specialist	10 / Level 2 / \$25,521.60	10 / Level 2 / \$25,521.60
HHS	284	Case Worker	15 / Midpoint / \$42,205.49	15 / Midpoint / \$42,205.49
JP Pct 1	10	Court Clerk I	13 / Level 2 / \$31,262.40	13 / Level 2 / \$31,262.40
Juvenile Probation	228	Juvenile Probation Ofcr II	15 / Level 4 / \$37,814.40	15 / Level 4 / \$37,814.40
Sheriff	1817	Cadet**	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
Tax Collector	15	Accountant**	16 / Level 6 / \$42,619.20	16 / Level 6 / \$42,619.20
* 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 Clerk	20213	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20241	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20254	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20482	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20484	Elec Clk – Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	50060	Court Clerk Asst	11 / \$16.00	11 / \$16.00	05
Criminal Justice Planning	20003	Office Asst	8 / \$10.10	8 / \$10.10	02
**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

CAREER LADDERS – POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Sheriff	276	Cadet* / Grd 80	Corrections Officer / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	286	Cadet* / Grd 80	Corrections Officer / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	290	Cadet* / Grd 80	Corrections Officer / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	298	Corrections Officer* / Grd 81	Corrections Officer Sr / Grd 83	\$38,737.92	\$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	402	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	423	Cadet* / Grd 80	Corrections Officer / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	463	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1201	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1523	Corrections Officer* / Grd 81	Corrections Officer Sr* / Grd 83	\$38,737.92	\$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1530	Corrections Officer* / Grd 81	Corrections Officer Sr* / Grd 83	\$38,737.92	\$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1737	Corrections Officer* / Grd 81	Corrections Officer Sr / Grd 83	\$38,737.92	\$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1748	Deputy Sheriff Law Enforcement* / Grd 72	Deputy Sheriff Sr Law Enfrmnt / Grd 74	\$58,840.08	\$67,318.99	Career Ladder. Peace Officer Pay Scale (POPS).
* Actual vs Authorized						

CAREER LADDERS – NON-POPS

Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
CSCD	367	Probation Officer I* / Grd 14	Probation Officer II / Grd 15	\$31,556.51	\$33,764.43	Career Ladder. Pay is at minimum of pay grade.
Juvenile Probation	431	Juvenile Res Trt Ofcr II* / Grd 13	Juvenile Res Trt Ofcr III / Grd 14	\$30,186.27	\$31,695.58	Career Ladder. Pay is between min and midpoint of pay grade.
* 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
Civil Courts	Slot 26 / Judicial Aide / Grd 15 / \$34,777.36	Civil Courts	Slot 17 / Court Operations Officer / Grd 16 / \$41,783.44	Promotion. Pay is between min and midpoint of pay grade.
County Clerk	Slot 70 / Recording Spec I / Grd 12 / \$29,667.77	County Clerk	Slot 9 / Recording Spec II / Grd 14 / \$34,403.20	Promotion. Pay is between min and midpoint of pay grade.
District Atty	Slot 26 / Attorney IV* / Grd 26 / \$71,084.42	District Atty	Slot 214 / Attorney IV* / Grd 26 / \$71,084.42	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
HHS	Slot 163 / Administrative Assoc* / Grd 14 / \$38,348.96	HHS	Slot 163 / Case Worker / Grd 15 / \$38,348.96	Promotion. Pay is between min and midpoint of pay grade, retains current pay.
HRMD	Slot 32 / Physician I / Grd 31 / Full-time \$136,005.46	HRMD	Slot 32 / Physician I / Grd 31 / Part-time \$102,004.10	Status change from full-time to part-time (40 hrs to 30 hrs).
JP Pct 1	Slot 14 / Court Clerk I / Grd 13 / \$32,848.72	JP Pct 1	Slot 14 / Court Clerk I / Grd 13 / \$33,473.72	Salary adjustment. Pay is between min and midpoint of pay grade.
* 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
Juvenile Probation	Slot 249 / Building Maint Worker / Grd 9 / \$30,248.80	Juvenile Probation	Slot 136 / Mailroom Svcs Asst / Grd 9 / \$30,248.80	Lateral transfer. Employee transferred to different slot, different position, same department, same pay grade, retains current pay.
Sheriff	Slot 187 / Deputy Sheriff Sr Law Enforcement / Grd 74 / \$61,081.07	Sheriff	Slot 353 / Detective Law Enforcement / Grd 75 / \$74,860.03	Promotion. Peace Officer Pay Scale (POPS).
Sheriff	Slot 353 / Detective Law Enforcement / Grd 75 / \$76,576.03	Sheriff	Slot 187 / Deputy Sheriff Sr Law Enforcement / Grd 74 / \$64,200.03	Demotion. Peace Officer Pay Scale (POPS).
* Actual vs Authorized				

AD HOC CLASSIFICATION CHANGE							
		Current			HRMD Recommends		
Dept.	Slot #	Auth Position Title / Position #	FLSA	Pay Grade	Position Title / Position #	FLSA	Pay Grade
Juvenile Probation	335	Juvenile Probation Ofcr II / 15388	NE	15	Juvenile Probation Ofcr III / 16389	NE	16
Department requests in order to meet departmental needs. PBO has confirmed funding available.							

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

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Sarah Eckhardt, Commissioner, Pct. 2

Karen L. Huber, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4

Travis County Commissioners Court Agenda RequestVoting Session March 16, 2010
(Date)Work Session _____
(Date)

- I. A. Request made by: Roger A. El Khoury, M.S., P.E. Director, FMD Phone # 44579
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

Consider and take appropriate action on request for a license agreement with Irregular Media, a Texas Sole Proprietorship, to shoot a film at the old jail at the upper floors of the Heman Marion Sweatt Courthouse on or about March 21, 2010.

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:

Tenley Aldredge, Assistant County Attorney, (49415)

John Carr, Administrative Director, Facilities Management Department (44772)

Peg Liedtke, Civil Courts Administrative Director, (49300)

- 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



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

FMD Project: License Agreements
FILE: 101

TO: Members of the Commissioners Court

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

DATE: March 8, 2010

SUBJECT: License Agreement – Film Shoot – Heman Marion Sweatt Courthouse

A handwritten signature in cursive script, reading "Roger A. El Khoury", is positioned to the right of the "FROM:" line.

Proposed Motion:

Consider and take appropriate action on request for a license agreement with Irregular Media, a Texas Sole Proprietorship, to shoot a film at the old jail at the upper floors of the Heman Marion Sweatt Courthouse on or about March 21, 2010.

Summary and Staff Recommendation:

Facilities Management Department (FMD) recommends approval of the license agreement at Exhibit One. This license agreement will allow Irregular Media to use the old jail above the Heman Marion Sweatt Courthouse to shoot a scene in connection with the production of an independent film tentatively entitled "The Interrogator". Mr. Todd Phelan, the Producer, Director of the film has signed the attached license agreement and provided the required proof of insurance coverage, as well as a check for \$100 to cover the administrative costs associated with this agreement. There are no other anticipated costs to the County associated with this film shoot. Mr. Phelan will hire off duty FMD Security Guards or off duty Sheriff deputies to be with the crew during the film shoot. FMD recommends approval.

Required Authorizations:

LEGAL: Tenley Aldredge, Assistant County Attorney

BUDGET: N/A

PURCHASING: N/A

Exhibit:

1. License Agreement

LICENSE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This License Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and Irregular Media, a Texas Sole Proprietorship ("Licensee").

WITNESSETH

THAT WHEREAS, County is the owner of the Heman Marion Sweatt Courthouse located at 1000 Guadalupe Street, Austin, Texas (the "Property"); and

WHEREAS, Licensee desires to enter and use the Property in connection with an independent film production with assistance from University of Texas students in and on that portion of the Property known as the "Old County Jail," and County desires to allow Licensee use of the Property for such purpose; and

WHEREAS, Licensee fully understands both the historical significance and the security considerations of the Property and intends to fully cooperate and take whatever steps are necessary to minimize all impacts upon the Property during Licensee's use and to restore said Property to its original condition after Licensee has completed filming.

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

1.0 GRANT OF LICENSE

1.1 County hereby grants a license to Licensee, its employees, agents, independent producers, contractors, and suppliers to enter, use and by means of film, video, tape or any other method, photograph and record the following specified areas of the Property in connection with the production of an independent film tentatively entitled "The Interrogator", a synopsis of which scene is attached hereto as **Exhibit "A"** (the "License"): (i) the upper two floors of the Property, known as the "Old County Jail," together with all necessary adjacent hallways and common areas.

1.2 Such production, and all exhibition, distribution, advertising, and exploitation products or services created or produced in connection therewith, shall be

the sole property of Licensee, without exception and in perpetuity, and may be exploited in all media and markets and in all forms, whether known, unknown, or hereafter created. The License includes the right to bring onto the Property and to utilize thereon personnel, personal property, materials and equipment, including but not limited to props and temporary sets during the term of the License.

1.3 Licensee agrees to make no structural changes to any portion of the Property licensed hereunder. However, the License allows for superficial preparation to be made to the Property to facilitate Licensee's storyline and production needs as well as the right to use special effects in furtherance of the storyline. Licensee agrees to leave the Property in the same and as good a condition as when it was received, normal wear and tear excepted, as determined by existing County policy.

1.4 Licensee agrees to take all reasonable measures to minimize noise and any other type of interference with or disruption of normal courthouse business for the duration of the license term. Licensee's disregard of courthouse staff requests to reduce the amount of noise or other disturbance caused by Licensee's activities may be grounds for revocation of the License. In addition, Licensee agrees to take particular care with respect to the disconnected drains located in the licensed area, and agrees not to place any liquids or other substances in the drains or to permit any liquids or other substances to be placed therein.

1.5 Licensee acknowledges and agrees that permission to use the County Property for the purposes described herein may be immediately revoked if the motion picture named above contains any content that, in the opinion of the Travis County Commissioners Court, or any of their designated representatives, is obscene, offensive, defamatory, harassing, malicious or that would reflect adversely on the reputation and dignity of Travis County.

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

2.0 TERM OF LICENSE

2.1 The License is granted for one day, Sunday, March 21, 2010, beginning at approximately 08:00 a.m. and terminating at approximately 07:00 p.m., plus one follow-up day (date to be determined by mutual agreement of the parties); provided, however, such term is subject to postponement and/or rescheduling due to any cause or reason beyond the control of Licensee or as determined to be necessary or convenient by County.

3.0 PAYMENT TO COUNTY

3.1 In consideration of the License granted hereunder, Licensee shall pay to Travis County the amount of ONE HUNDRED AND NO/100 (\$ 100.00) to cover County's administrative, utilities and related costs (\$100.00 per day).

3.2 In addition, Licensee shall provide, at its own additional expense, and if appropriate given the License scope, traffic control, garbage removal, and security personnel through the employment of the necessary number of off-duty Travis County Sheriff's officers or FMD security personnel (or other qualified security personnel if approved in advance by the Travis County Facilities Management Director) to be present in the licensed areas during Licensee's use of the Property as reasonably necessary to ensure the safety and integrity of the persons and property brought onto the Property for the purposes authorized under this Agreement.

3.3 Licensee shall pay County the sum set forth in this Section 3.0 within ten (10) days of execution of this Agreement. If there are any expenses incurred by County above the expenses set forth herein, County shall invoice Licensee for the actual costs so incurred, and Licensee shall remit payment to County for the invoice amounts within thirty (30) days of receipt of invoice(s).

4.0 SMOKING

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

5.0 PERMITS

5.1 Licensee shall be solely responsible for the costs and the securing of any permits required by the City of Austin or other local governmental entities for use of the Property under this Agreement.

5.2 LICENSEE ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY PRIOR TO EXECUTION OF THIS AGREEMENT, LICENSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY COUNTY. LICENSEE AGREES TO ACCEPT THE PROPERTY "AS-IS" AND WITH ALL FAULTS AND WAIVES ALL OBJECTIONS OR CLAIMS IN THIS REGARD AGAINST COUNTY (INCLUDING BUT NOT LIMITED TO ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY. COUNTY WILL NOT BE LIABLE OR

BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE USE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE CONSIDERATION FOR THE USE OF THE PROPERTY HAS BEEN NEGOTIATED TO REFLECT THAT ALL OF THE PROPERTY IS LICENSED BY COUNTY AND ACCEPTED BY LICENSEE IN THE "AS-IS" CONDITION. THIS ACCEPTANCE BY THE LICENSEE SHALL BE AN ACKNOWLEDGMENT THAT THERE IS NO LANDLORD/TENANT RELATIONSHIP ESTABLISHED BETWEEN COUNTY AND LICENSEE. LICENSEE HAS NO EXPECTATION OF WARRANTIES AS TO USE OR HABITABILITY OF THE PROPERTY.

6.0 USE AND REPAIRS

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

7.0 CONTROL OF TRAVIS COUNTY

7.1 Licensee shall at all times obey the direction and commands of the Travis County Sheriff and the Executive Manager of the Travis County Administrative Operations Department, or their designated representatives, while on or in the vicinity of the Property.

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

8.0 INDEMNIFICATION

8.1 LICENSEE AGREES TO AND SHALL INDEMNIFY, SAVE AND HOLD HARMLESS, AND DEFEND COUNTY, ITS AGENTS, OFFICIALS AND EMPLOYEES FROM ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, INCLUDING ATTORNEYS FEES, OR EXPENSES OF WHATEVER TYPE OR NATURE FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, ARISING IN WHOLE OR IN PART OUT OF ANY AND ALL ACTS OF COMMISSION OR OMISSION OF LICENSEE, ITS AGENTS OR EMPLOYEES, ARISING OUT OF IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE PROPERTY FOR WHICH A CLAIM, INCLUDING ATTORNEYS

FEES, DEMAND, SUIT OR OTHER ACTION IS MADE OR BROUGHT BY ANY PERSON, FIRM, CORPORATION, OR OTHER ENTITY AGAINST LICENSEE OR COUNTY.

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

9.0 INSURANCE

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

10.0 NON-ASSIGNMENT OF RIGHTS

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

11.0 AMENDMENTS

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

12.0 SAFETY

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

13.0 NON-WAIVER AND RESERVATION OF RIGHTS

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

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

13.3 Notwithstanding the foregoing, County shall not be entitled for any reason to enjoin or interfere with the distribution, exploitation or exhibition of the motion picture or its advertising or publicizing.

14.0 VENUE AND CHOICE OF LAW

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

15.0 NOTICES

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

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

Mr. Todd Phelan
Producer, Director
Irregular Media
2121 Dickson Drive, #120
Austin, Texas 78704
(512) 743-8633
interrogatorfilm@gmail.com

15.3 Licensor Address. The address of Licensor for all purposes and all notices under this Agreement shall be:

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

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

16.0 MEDIATION

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

17.0 SEVERABILITY

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

18.0 ENTIRETY OF AGREEMENT

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

IN WITNESS WHEREOF, Licenser and Licensee have duly executed this Agreement effective as of the later date set forth below (the "Effective Date").

TRAVIS COUNTY, TEXAS

LICENSEE:

IRREGULAR MEDIA

By: _____
Samuel T. Biscoe
Travis County Judge

By: Todd Phelan
Todd Phelan
Producer, Director

Date: _____

Date: 3/05/10

Exhibit A

Project Synopsis

A police officer in Houston, Texas is forced to defend his family from a vengeful ex-interrogator he once trained in the Military.

Exhibit B
Insurance Certificate
(attached)

ACORDTM CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
03/05/2010

PRODUCER Ragland Strother & Lafitte 3838 Oak Lawn Avenue, Ste 500 Dallas, TX 75219		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
Phone No. (214) 522-4880	Fax No. (214) 520-3856	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Spectrum DV, LLC dba Picture Box Productions 701 Tillery St. Suite A-7 Austin, TX 78702		INSURER A: AGC - AGCS Marine Insurance Company	
		INSURER B: EFM - Empire Fire and Marine Insurance Company	
		INSURER C: MCC - Maryland Casualty Company	
		INSURER D:	
		INSURER E:	
Phone No. (512) 386-7200	Fax No.		

COVERAGES

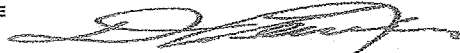
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES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

INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
EFM		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	FI0119413	01/31/2010	01/31/2011	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
		MED EXP (Any one person) \$ 5,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
		GENERAL AGGREGATE \$ 2,000,000				
		PRODUCTS - COMP/OP AGG \$ 2,000,000				
EFM		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	FI0119413	01/31/2010	01/31/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		BODILY INJURY (Per person) \$ Included				
		BODILY INJURY (Per accident) \$ Included				
		PROPERTY DAMAGE (Per accident) \$				
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
						OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$
						AGGREGATE \$
						\$
						\$
						\$
MCC		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Yes If yes, describe under SPECIAL PROVISIONS below	WC0400786200 Proof of Workers Compensation Insurance only.	01/31/2010	01/31/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
		E.L. EACH ACCIDENT \$ 1,000,000				
		E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
		E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
EFM AGC		OTHER Inland Marine Inland Marine	FI0119413 MXI93012202-000117	01/31/2010 01/31/2010	01/31/2011 01/31/2011	See Attached See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Certificate Holder is named as an Additional Insured and Loss Payee as their interests may appear.

All coverages expire at
12:01 a.m. Standard Time.

CERTIFICATE HOLDER**CANCELLATION**

Travis County ATTN: Tenley Aldredge 314 W. 11th St., 4th Floor Austin, TX 78701 United States Of America	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
Phone No. (512) 854-9450 Fax No.	AUTHORIZED REPRESENTATIVE 

ACORD 25 (2001/08)

200808-380471-267673

© ACORD CORPORATION 1988

This certificate of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy.

ADDITIONAL COVERAGE DETAILS

DATE (MM/DD/YY)

03/05/2010

INSURED Spectrum DV, LLC dba Picture Box Productions

The following is attached to and made part of certificate 200808-380471-267673.

Policy Details	Coverage	Limit	Deductible
Inland Marine			
Company:	Empire Fire and Marine Insurance Company		
Policy Number:	FI0119413		
*Period:	01/31/2010 - 01/31/2011: 365 Day(s)		
	Miscellaneous Rented Equipment	250,000	1,500
	Props, Sets & Wardrobes	100,000	1,500
	Negative Film or Videotape	30,000	Not Applicable
	Faulty Stock, Camera & Processing	30,000	10% of loss, \$5,000 minimum, \$12,500 maximum
	Extra Expense	30,000	1,500
	Office Contents	50,000	1,500
	Third Party Property Damage	1,000,000	1,500
	Terrorism	Included	

Inland Marine			
Company:	AGCS Marine Insurance Company		
Policy Number:	MXI93012202-000117		
*Period:	01/31/2010 - 01/31/2011: 365 Day(s)		
	Unscheduled Owned Equipment	175,000	2,500
	Worldwide Coverage	Included	
	Terrorism	Included	

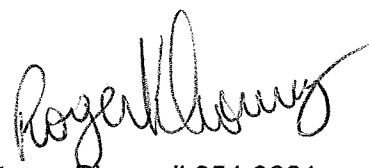
*All coverages expire at 12:01 a.m. Standard Time.

Coverage is not afforded for stunts & pyrotechnics except for those declared, scheduled and accepted by the insurance company(s).

For a complete listing of coverages, terms, conditions and exclusions, please view your policy.

Travis County Commissioners Court Agenda Request

Voting Session March 16, 2010
(Date)

**I. Request**

A. Request made by: Roger A. El Khoury, MS, P.E., FMD Director Phone # 854-9661

B. Requested text:

Consider and take appropriate action regarding the following liability claim recommendations:

- A. Gabriel Gutierrez – Settle
- B. Travelers Insurance a/s/o Louis Sedillo – Settle
Cecilia Sedillo (Bodily Injury) - Settle

C. Approved by:

(Signature of Commissioner or County Judge)

A. Additional Information

- a. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight copies of request and backup).

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.

Sherine Thomas, County Attorney, 854-9415

Susan Spataro, Auditor, 854-9125

Greg Hamilton, TCSO, 854-9770

Bruce Elfant, Constable 5, 854-9100

B. 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)**

RECOMMENDATION FOR PAYMENT

A

DATE: 3-3-10

COUNTY DEPARTMENT: TCSO

CLAIM NUMBER: L09373500625001

THIRD PARTY CLAIMANT: Gabriel Gutierrez

DATE OF INCIDENT: 10/17/08

LOCATION OF INCIDENT: Del Valle Correctional Complex

BODILY INJURIES: MRSA

DESCRIPTION OF INCIDENT: Gabriel Gutierrez was confined at the Del Valle Correctional Complex on October 14, 2008. On October 19th, he complained of an infection on his left thigh, eventually affecting both the left and right legs and left axilla (armpit). He continued to receive treatment at TCCC Medical unit's wound line until he was determined to have a serious enough infection to be hospitalized. He was treated at Brackenridge Hospital from November 26th until December 24th where he underwent treatment for what was diagnosed as MRSA. Treatment included surgeries on his left leg. Mr. Gutierrez's attorneys, Aaron Allison and Adam Ward, filed a claim against Travis County through Risk Management with a demand of \$200,000.00. The claim alleged failure to timely assess Mr. Gutierrez's medical condition and render an appropriate level of care. Risk Management negotiated a compromise settlement of all claims with Mr. Allison, on behalf of Mr. Gutierrez, in the amount of \$40,000.00, pending Commissioners Court approval. Sheriff Hamilton and the County Attorney have been apprised of the circumstances of this claim and are in agreement with Risk Management's compromise settlement offer.

COUNTY'S RECOMMENDATIONS: The Risk and Benefits Manager has reviewed the claim and negotiated a compromise settlement and recommends a payment in the amount of \$40,000.00 from 525-1140-522-4504 AR0404 made payable to Allison & Ward and Gabriel Gutierrez.

ALLISON & WARD

ATTORNEYS AT LAW

2001 North Lamar Blvd.

Austin, Texas 78705

(512) 474-8153 Fax (512) 474-9703

Adam S. Ward
Aaron F. Allison

Keely A. Ward

Fed. Tax ID#74-2767360

February 24, 2010

A-1

VIA FAX # (512) 854-9757

Mr. Dan Mansour
Travis County Risk and Benefits Manager
P.O. Box 1748
Austin, Texas 78767

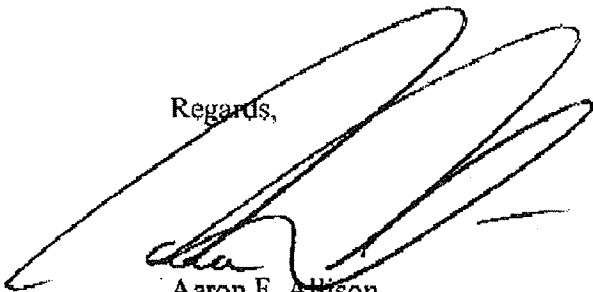
Re: Mr. Gabriel Gutierrez

Dear Mr. Mansour:

As per our discussions today it is my understanding that the county has made an offer of \$40,000.00 plus the resolution of all medical charges regarding this claim. As the legal representative of Mr. Gabriel Gutierrez I have accepted this offer of settlement.

I understand that this settlement is not final until approved by the Travis County Commissioners' Court which is set to meet and review this settlement on March 16, 2010. It is my understanding that you shall recommend settlement of this claim to the commission. If any of the above understandings are incorrect, please contact me as soon as possible.

Regards,



Aaron F. Allison
Attorney at Law

Aa/aa

RECOMMENDATION FOR PAYMENT

B
1

DATE: 3-3-10

COUNTY DEPARTMENT: Constable, Precinct Five

CLAIM NUMBER: A10350100773102
A10350100773003

THIRD PARTY CLAIMANT: Travelers Insurance
a/s/o Louis Sedillo

CLAIMANT DRIVER: Cecilia Sedillo

DATE OF INCIDENT: 1-25-10

LOCATION OF INCIDENT: 600 Old Bastrop Hwy.

PROPERTY DAMAGES: 2007 Ford Explorer

BODILY INJURY: Soft tissue injuries

DESCRIPTION OF INCIDENT: Accident and damages were discussed with county supervisor Sgt. Edd Curry. He advised Sgt. Debbie Ricketson was driving unit 3260, a 2009 Toyota Highlander, northbound on Old Bastrop Highway. She was in the right hand lane and then switched to the inside lane. She had turned her head to close the MDC screen, not realizing that traffic in front of her had stopped. She braked, but was unable to stop and the front of her vehicle struck the rear end of the claimant's 2007 Ford Explorer, which was then pushed into the rear of a 2006 Honda Pilot. The claimant's 2007 Ford Explorer sustained extensive damage to the front and rear bumpers. The county unit sustained heavy front end damage and the 2006 Honda Pilot sustained moderate damage to the rear bumper. Sgt. Ricketson and claimant driver, Cecilia Sedillo, were transported by EMS to South Austin Hospital for their injuries. Ms. Sedillo suffered soft tissue injuries and has presented a bodily injury claim.

CORRECTIVE ACTION: Will be addressed with county damage claim.

RECOMMENDATIONS: Sedgwick has reviewed the loss notice and claim and confirmed incident with county supervisor. Travelers Insurance has presented a subrogation claim in the amount of \$12,547.38, which includes their insured's deductible of \$503.00. The Explorer had prior damage to the left rear light assembly and tailgate, which was handled under another claim. We have reviewed the repair invoice and supplements from Roger Beasley Collision and confirmed the prior damage was not included in this subrogation demand. All repairs are in line with the damages sustained. We recommend a payment in the amount of \$12,547.38 to Travelers Insurance as subrogee of Louis Sedillo.

Ms. Sedillo was transported from the scene by EMS to South Austin Hospital, where she was examined, x-rayed and treated for a sore neck and back injury. Ms. Sedillo has not received any additional treatment and advised she is doing well except for an occasional headache. Ms. Sedillo's actual medical bills totaled \$2,107.31 and has agreed to a compromise settlement of all claims in the amount of \$4,000.00.

CLAIMS SPECIALIST: Wayne Scott

COUNTY'S RECOMMENDATIONS: The Risk and Benefits Manager has reviewed the claims submitted and concurs with the findings of the claims specialist and recommends the following settlements: \$12,547.38 from 525-1140-522-4503 AR0302 made payable to Travelers Insurance a/s/o Louis Sedillo and \$4,000.00 from 525-1140-522-4503 AR0301 made payable to Cecilia Sedillo.

TRAVIS COUNTY COMMISSIONERS COURT
AGENDA REQUEST

31

Voting Session: March 16, 2010



I. A. Request made by: Roger A. El Khoury, M.S., P.E., Director, FMD Phone # 854-4579
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text:

Consider and take appropriate action regarding the First Amendment to the Agreement of Purchase and Sale of real estate located along Airport Boulevard. (This item may be discussed in executive session pursuant to Tex. Gov't Code Ann. §551.071 & §551.072)

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:

John Hille, Assistant County Attorney (49415)

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)

- X Contract, Agreement, Policy & Procedure



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

FMD Project: ABB25-01-10C-1P

FILE: 101

TO: Members of the Commissioners Court

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

DATE: March 9, 2010

SUBJECT: 5325 Airport Blvd Property
First Amendment to Agreement of Purchase and Sale

A handwritten signature in cursive script, reading "Roger A. El Khoury", is positioned to the right of the "FROM:" field.

Proposed Motion:

Consider and take appropriate action regarding the First Amendment to the Agreement of Purchase and Sale of real estate located along Airport Boulevard. (This item may be discussed in executive session pursuant to Tex. Gov't Code Ann. §551.071 & §551.072)

Summary and Staff Recommendation:

Commissioners Court approved the Agreement of Purchase and Sale for the property located at 5325 Airport Boulevard on February 2, 2010. This potential purchase is currently in the due diligence stage. Facilities Management Department recommends approval of this First Amendment to Agreement of Purchase and Sale, at Exhibit One, which corrects the legal description to match the description set forth in the deed and title documents. The amendment also corrects the Seller's address under Section 9.2 (Notices). These are the only changes proposed. The amendment was signed by the Seller on March 4, 2010.

Background:

Facilities Management Department is currently conducting its due diligence review of the property. FMD will be bringing the results of this review and the associated results from the Environmental Site Assessment to the Commissioners Court in the new few weeks.

Budgetary and Fiscal Impact:

None

Required Authorizations:

County Attorney: John Hille, Jr., Assistant County Attorney

Planning and Budget: N/A

Purchasing: N/A

Exhibit:

1. First Amendment to Purchase and Sale

FIRST AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

This First Amendment to Agreement of Purchase and Sale (this "Amendment") is entered into by and between Travis County, Texas ("Purchaser") and Hira Business, Inc. ("Seller"), collectively referred to as "the Parties."

WHEREAS, the Parties entered into that certain Agreement of Purchase and Sale effective February 8, 2010, for the conveyance of Lot 6, RESUBDIVISION #2 OF A PORTION OF BLOCKS 1 & 2, MRS. LOU H. HILL SUBDIVISION OUT OF THE JAMES P. WALLACE SURVEY #57, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 11, Page(s) 97 of the Plat Records of Travis County, Texas (the "Property"), situated in Travis County, Texas ("the Contract"); and

WHEREAS, paragraph 9.3 of the Contract provides that it may be amended if the amendment is in writing and agreed to by both parties, and the parties now desire to so amend it for the purpose of correcting: (i) the legal description of the Property, and (ii) the address of Seller in the Notice provision of the Contract.

NOW, THEREFORE, Purchaser and Seller agree to amend the Contract as follows:

1. The legal description in Exhibit A and in all other Contract exhibits in which the legal description is included is hereby deleted in its entirety and the following is inserted in lieu thereof:

Lot 6, RESUBDIVISION #2 OF A PORTION OF BLOCKS 1 & 2, MRS. LOU H. HILL SUBDIVISION OUT OF THE JAMES P. WALLACE SURVEY #57, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 11, Page(s) 97 of the Plat Records of Travis County, Texas

2. The address of Seller set forth in paragraph 9.2 of the Contract is hereby deleted and the following is inserted in lieu thereof:

Hira Business, Inc.
Attn: Alihussein Prasla
President
5325 Airport Blvd.
Austin, Texas 78751

3. Except as amended above, all provisions of the Contract shall remain in full force and effect.

PURCHASER:
TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

SELLER:
HIRA BUSINESS, INC.

By: _____
Alihussein Prasla, President

Date: _____

Travis County Commissioners Court Agenda RequestMeeting Date: March 16, 2010I. A. Requestor: Adan Ballesteros Phone # 854-9697**A. Request acceptance of 2009 Racial Profiling Data, From Travis County Constable Precinct #2.**

Art. 2.132-2.135 of the Code of Criminal Procedure. Art. 2.133 require peace officers to report certain information relating to each traffic and pedestrian stop. Art. 2.134 then requires the law enforcement agency to compile and analyze the information contained in all of those reports for each calendar year and submit it to the commissioner's court by March 1 of the following year.

--	--

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, Travis County Code - Policy & Procedure

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 Commissioners Court Agenda RequestMeeting Date: March 16, 2010I. A. Requestor: Commissioner Precinct 3 Phone # 854-9333

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION ON THE REAPPOINTMENT OF LONNIE MOORE TO THE EMERGENCY SERVICES DISTRICT #14 BOARD OF COMMISSIONERS EFFECTIVE IMMEDIATELY TO DECEMBER 31, 2011.

C. Sponsor: _____
Commissioner Karen Huber, Precinct Three

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.

DANNY HOBBY 4-4416	

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, Travis County Code - Policy & Procedure

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 Commissioners Court Agenda RequestMeeting Date: March 16, 2010I. A. Requestor: Commissioner Precinct 3 Phone # 854-9333

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION ON THE REAPPOINTMENT OF SUELLEN JORDAN TO THE EMERGENCY SERVICES DISTRICT #14 BOARD OF COMMISSIONERS EFFECTIVE IMMEDIATELY TO DECEMBER 31, 2011.

C. Sponsor: _____
Commissioner Karen Huber, Precinct Three

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.

DANNY HOBBY 4-4416	

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, Travis County Code - Policy & Procedure

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 Commissioners Court Agenda Request

Meeting Date: March 16, 2010

I. A. Requestor: Commissioner Precinct 3 Phone # 854-9333

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION ON THE REAPPOINTMENT OF AL BLUNT TO THE EMERGENCY SERVICES DISTRICT #14 BOARD OF COMMISSIONERS EFFECTIVE IMMEDIATELY TO DECEMBER 31, 2011.

C. Sponsor: _____
Commissioner Karen Huber, Precinct Three

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.

DANNY HOBBY 4-4416	

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, Travis County Code - Policy & Procedure

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.

C6

WS # _____

VS # _____

TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUEST

Work Session _____

Voting Session 03/16/10

I. A. Request made by: Joseph P. Gieselman, Executive Manager Phone # 854-9383

B. Requested Text:

Approve setting a Public Hearing on April 6, 2010 to receive comments regarding a request to authorize the filing of an instrument to vacate two 5' public utility easements located along the common lot line of Lots 22 and 23, Block W of Apache Shores, Section 6 – a subdivision in Travis County, Precinct 3.

C. Approved by: _____
Commissioner Karen Huber, 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 – 1 original and 8 copies

B. Have the agencies affected by this request been invited to attend?

Yes X No _____ Please list those contacted and their phone number.

<u>AB</u> John Hille - 854-9415	Austin American-Statesman
Anna Bowlin - 854-9383	Joe Arriaga - 854-9383
Jim Fulton - 854-9383	

III. PERSONNEL

____ A change in your department's 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 Personnel (473-9165) and/or the Budget and Research Office (473-9171) must be notified prior to 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 5:00 p.m. on Tuesdays for the next week's meeting.



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

MEMORANDUM

DATE: February 19, 2010

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Division Director – Development Services 

SUBJECT: **Approve setting a Public Hearing on April 6, 2010 to receive comments regarding a request to authorize the filing of an instrument to vacate two 5' public utility easements located along the common lot line of Lots 22 and 23, Block W of Apache Shores, Section 6 – a subdivision in Travis County, Precinct 3.**

Summary and Staff Recommendation:

TNR has received a request to vacate two 5' public utility easements (PUE) located along the common lot line of Lots 22 and 23, Block W of Apache Shores, Section 6. The easements are dedicated per plat note. Both lots front on Saskatchewan Drive, a street not maintained by Travis County.

According to the request letter, the purpose of this vacation request is so that the owner can build a house. The proposed improvements will cross the common lot line of the subject lots.

The utility companies known to be operating in the area have stated that they have no objection to vacating the subject easements. TNR recommends the vacation as described in the attached Order of Vacation and as shown on the attached field notes and sketch.

Budgetary and Fiscal Impact:

None.

Issues and Opportunities:

Travis County has no need for the subject easements and would not benefit from vacating or not vacating. It has been the responsibility of the applicant to contact the utility companies operating in the area. Travis County has relied on the utility companies to decide if the easements need to be retained for the surrounding property owners. TNR staff foresees no reason for opposition to this vacation.

Required Authorizations:

All responding utility companies known to be serving this area have stated that they have no need to retain the easements as described in the attached field notes and sketch.

Exhibits:

Order of Vacation
Field Notes and Sketch
Request Letter
Statements from utility companies
Maps

PS:AB:ps

1105 Saskatchewan Drive

10-PUE-04

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owner requests the vacation of two 5' public utility easements located along the common lot line of Lots 22 and 23, Block W within Apache Shores, Section 6 as recorded in Volume 61, Page 6 of the Plat Records of Travis County, Texas, so that the owner can construct a house across the common lot line of the subject lots without encroaching on the two 5' public utility easements; and

WHEREAS, utility providers knowing to be serving the area have indicated that they have no need for the public utility easements requested to be vacated as described in the attached field notes and sketch; and

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the public utility easements as described in the attached field notes and sketch; and

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on April 6, 2010 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the two 5' public utility easements located along the common lot line of Lots 22 and 23, Block W within Apache Shores, Section 6, as shown on the attached sketch and described in the attached field notes, are hereby vacated.

ORDERED THIS THE _____ DAY OF _____ 2010.

SAMUEL T. BISCOE, COUNTY JUDGE

COMMISSIONER RON DAVIS
PRECINCT ONE

COMMISSIONER SARAH ECKHARDT
PRECINCT TWO

COMMISSIONER KAREN HUBER
PRECINCT THREE

COMMISSIONER MARGARET GOMEZ
PRECINCT FOUR

FEB 10 2010

TNR

EXHIBIT " "

PARTIAL VACATION
OF 5' PUE

BEING 2212 SQUARE FEET OF LAND OUT OF LOT 22, BLOCK W AND LOT 23, BLOCK W, OF THE FINAL PLAT OF APACHE SHORES, SECTION 6, RECORDED IN VOLUME 61, PAGE 6, PLAT RECORDS OF TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THE 5' PUE AS PER SAID PLAT AND AS PER VOLUME 4397, PAGE 476, DEED RECORDS, TRAVIS COUNTY, TEXAS, SAME BEING A PORTION OF THAT CERTAIN KELLY PARTNERS, LLC TRACT RECORDED IN DOCUMENT 2010002626, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 2212 SQUARE FEET OF LAND TO BE MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT AN IRON ROD FOUND IN THE EASTERKY RIGHT OF WAY OF SASKATCHEWAN DRIVE BEING THE SOUTHEAST CORNER OF SAID LOT 22 AND THE SOUTHWEST CORNER OF SAID LOT 23;

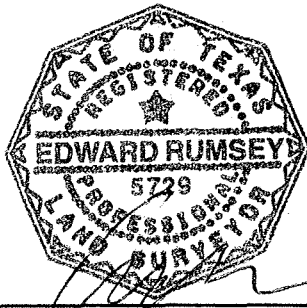
THENCE N 42°30'50" E, ALONG THE COMMON LINE OF SAID LOTS 22 AND 23, 10.11', TO A CALCULATED POINT IN A CURVE TO THE LEFT HAVING A RADIUS OF 248.82', FOR THE POINT OF BEGINNING;

THENCE THROUGH SAID LOT 22 THE FOLLOWING (3) CALLS:

- (1) ALONG SAID CURVE TO THE LEFT HAVING AN ARC OF 5.04' AND BEARING N 39°54'22" W, 5.04', TO A CALCULATED POINT FOR THE SOUTHWEST CORNER HEREOF;
- (2) N 42°30'50" E, 219.62', TO A CALCULATED POINT FOR THE NORTHWEST CORNER HEREOF;
- (3) S 57°16'28" E, 5.07', TO A CALCULATED POINT IN THE COMMON LINE OF SAID LOT 22 AND 23 (BEARING S 42°30'50" E, 5.07' FOR A IRON ROD SET BEING THE NORTHEAST CORNER OF SAID LOT 22 AND THE NORTHWEST CORNER OF SAID LOT 23),

THENCE THROUGH SAID LOT 23 THE FOLLWING (3) CALLS:

- (1) S 57°16'28" E, 5.07', TO A CALCULATED POINT FOR THE NORTHEAST CORNER HEREOF;
- (2) S 42°30'50" W, 222.77', TO A CALCULATED POINT IN A CURVE TO THE LEFT HAVING A RADIUS OF 282.82';
- (3) ALONG SAID CURVE TO THE LEFT HAVING AN ARC OF 5.06' AND BEARING N 38°48'14" W, 5.06' TO THE POINT OF BEGINNING CONTAINING 2212 SQUARE FEET OF LAND.



2-8-2010

EDWARD C. RUMSEY, TX. RPLS #5729
ALL STAR LAND SURVEYING
9020 ANDERSON MILL ROAD
AUSTIN, TEXAS 78729
JOB # FN0109610
AUSTIN GRID-31Z

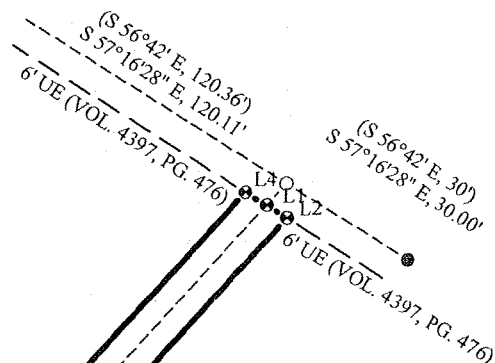
SCALE 1"=40'

PARTIAL VACATION OF 5' PUE

BEING 2212 SQUARE FEET OF LAND OUT OF LOT 22, BLOCK W, AND LOT 23, BLOCK W, OF THE FINAL PLAT OF APACHE SHORES, SECTION 6, RECORDED IN VOLUME 61, PAGE 6, PLAT RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THE 5' PUE AS PER SAID PLAT AND RECORDED IN VOLUME 4397, PAGE 476, DEED RECORDS, TRAVIS COUNTY, TEXAS, SAME BEING A PORTION OF THAT CERTAIN KELLY PARTNERS, LLC TRACT RECORDED IN DOCUMENT 2010002626, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. SAID 2212 SQUARE FEET OF LAND TO BE MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

APACHE SHORES
SECTION 2
(VOL. 48, PG. 58)

KELLY PARTNERS, LLC
LOT 22, BLOCK W
(DOC. 2010002626)



SURVEY DATE	02.01.2010	
JOB NO.	A0109610	
CALC. BY	JEREMY WARREN	02.01.2010
DRAWN BY	JEREMY WARREN	02.01.2010
CHECKED BY	JEREMY WARREN	02.01.2010
RPLS CHECK	EDWARD RUMSEY	02.01.2010

L1
S 42°30'50" W, 6.09'
L2
S 57°16'28" E, 5.07'
L3
N 42°30'50" E, 10.11'
L4
S 57°16'28" E, 5.07'

KELLY PARTNERS, LLC
LOT 23, BLOCK W
(DOC. 2010002626)

2212 SQ. FT. PUE

C1
RADIUS = 248.82'
ARC = 5.06'
CH = N 38°48'14" W, 5.06'
C2
RADIUS = 248.82'
ARC = 5.04'
CH = N 39°54'22" W, 5.04'

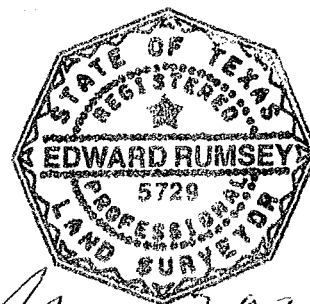
10' BLUE (VOL. 4397, PG. 476)
RADIUS = (238.82')
ARC = 81.99'
CH = N 48°49' W, 81.59'
SASKATCHEWAN DRIVE
(50' R.O.W.)
POB
C2
C1
POC
TO BLUE (VOL. 4397, PG. 476)
RADIUS = (238.82')
ARC = 25.07'
CH = N 36°03'49" W, 25.06'
(N 35°59' W, 24.99')

LEGEND

- CALCULATED POINT
- ▲— 60D NAIL FOUND
- 1/2" ROD FOUND
- 1/2" ROD SET
- BL BUILDING LINE
- PUE PUBLIC UTILITY ESMT
- () RECORD INFORMATION
- POB POINT OF BEGINNING
- POC POINT OF COMMENCING

ALLSTAR
Land Surveying

9020 ANDERSON MILL RD
AUSTIN, TEXAS 78729
(512) 249-8149 PHONE
(512) 331-5217 FAX
WWW.ALLSTARLANDSURVEYING.COM



EDWARD C. RUMSEY, TX RPLS # 5729
ALL STAR LAND SURVEYING
AUSTIN GRID-31Z

JAN 22 2010

TNR

17 January 2010

Purpose: Request for Vacating Public Utility Easements.

Legal description of property: Lots 22 and 23, Block W of Final Plat Apache Shores, Section 6, a subdivision in Travis County, Texas, according to the plat recorded in Volume 61, Page 6 of the Plat Records of Travis County, Texas.

This land also has a street address, 13902 and 13904 Saskatchewan Drive, Austin, Travis County,
Texas 78734

Reason for request: This is a request for the removal of the PUE common property boundary line between lot 22 and 23 block W of final plat Apache Shores, section 6, a subdivision in Travis County. The request for the removal of the PUE is so we can build a house across the common boundary line of lots 22 and 23 (13902 and 13904 Saskatchewan Drive).

Contact information: Geoffrey Evans, 17 Nob Hill Road, Poughkeepsie, NY 12603; telephone # (845) 462-7148 or cell # (845) 702-8778.

Enclosures:

1. Survey with easements we wish vacated marked in yellow.
2. Letters from utility companies stating that they do not need the easements along the common property lines.
 - a. Austin Energy.
 - b. Time Warner Cable.
 - c. AT&T Southwestern Bell Telephone Company.
 - d. Travis County Water Control and Improvement District 17.

Enclosed:

3. Non-refundable check for \$315.00.

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) 473-9383
FAX (512) 473-9436
Engineering Services FAX (512) 708-4649

Case # 490Z, WZ-31

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 13902 & 13904 Saskatchewan Dr. address)and/or Lot 23 Blk W. Lot 22 BLK W. Apache Shores, Sec 6 legal description and as described on the enclosed drawing or document. An action of the Commissioner's Court of Travis County is pending your return of this statement; your prompt reply is requested.


STATEMENT

 X We (Austin Energy) do not have need for an easement on the property described above and on the accompanying document.

Comments: Austin Energy approves the release of the PUE along the common lot line of Lots 22 & 23.

 We (Austin Energy) do have a need for an easement on the property described above and on the accompanying document.

Comments: Austin Energy denies a request for easements along the front of these lots (lots 22 & 23). Austin Energy must retain the easements along the front or street side of the properties easements. There is an overhead line and down guy that must be kept.


Signature

Sonny Poole
Printed Name

Acting Manager Public Involvement & Real Estate
Title

Austin Energy
Utility Company or District

Please Return To:

Geoffrey M. G. Evans and E. Pinina Norrod
17 Nob Hill Rd
Poughkeepsie, NY 12603
Email: sarum@optonline.net

City/State/Zip



SOUTHWESTERN BELL TELEPHONE COMPANY

RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT, entered into by SOUTHWESTERN BELL TELEPHONE COMPANY, GRANTOR, AND Kelly Partners, LLC, GRANTEE, wherein GRANTOR does by these presents ABANDON, RELEASE, RELINQUISH AND DISCLAIM to GRANTEE, as is, all or a specific portion of certain easements for telecommunication purposes hereinafter described that affects land owned by GRANTEE, situated in Travis County, Texas, and described as follows:

Lots 22 and 23, Block W, Section 6, Apache Shores, of said subdivision, deed of record in Document 2006237625, Official Records of Travis County, Texas

Said land of GRANTEES being subject to:

Easements recorded in Volume 61, Page 6, Official Records of Travis County, Texas,

The portion of said easements to be hereby released, described as follows:

All of the 5 foot PUE's on the common side property lines of Lots 22 and 23, described above,

TO HAVE AND TO HOLD same, together with all rights and appurtenances to the same belonging, unto GRANTEE(S), their heirs, successors and assigns forever.

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this 18th day of DECEMBER, 2009

SOUTHWESTERN BELL TELEPHONE COMPANY

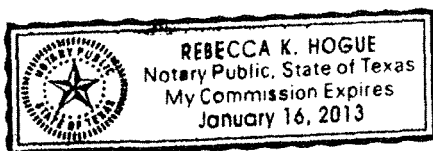
Name: STEVE FAUGERON

Title: MANAGER ENGINEERING DESIGN

THE STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared STEVE FAUGERON, known to me to be the person whose name is subscribed to the foregoing instrument as Manager, Engineering-Design of Southwestern Bell Telephone Company, a Missouri corporation, and acknowledged to me that he/she executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 18th day of DECEMBER, 2009.



Rebecca K. Hogue
Notary Public in and for the State of TEXAS
My Commission Expires Jan 16, 2013

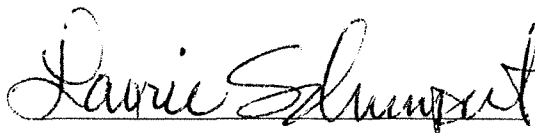
RELEASE OF EASEMENT

WHEREAS, the plat of Lots 22 and 23, Section 6, Block W, Apache Shores, Lakeway, Texas, a subdivision in the County of Travis, of record in Volume 61, Page 6, of the Plat Records of Travis County, Texas, and said plat record reflects a five foot public utility and drainage easement along either side of the common lot lines of said subdivision for the installation of public utilities and drainage; AND

WHEREAS, all utilities are in place within other dedicated easements on said lots and no further need exists for the above easements as reflected on said plat:

NOW, THEREFORE, in consideration of the premises and in order to adjust because of proposed encroachment upon these easements, the undersigned do hereby abandon all right, title and interest in and to these easements, as described, in the above addressed lots in said subdivision.

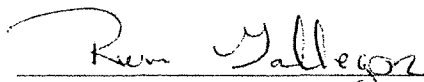
EXECUTED this 16th **day of** December, 2009.



**Laurie Schumpert, Designer
Time Warner Cable**

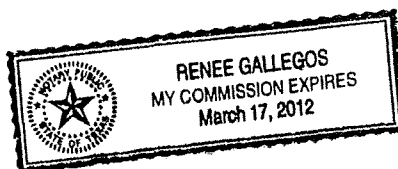
BEFORE ME, the undersigned authority, on this day personally appeared Laurie Schumpert, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and consideration therein expressed, as the act and deed for Time Warner Cable, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 16th **day of**
December, 2009.



Notary Public, State of Texas

My commission expires: 3/17/2012



Google maps

Address **13902 Saskatchewan Dr**
Austin, TX 78734

Notes A request to vacate two 5' PUEs
along the common lot line of Lots
22 & 23, Blk W of Apache
Shores, Section 6 -
Commissioner Karen Huber,
Precinct 3.



C7

Travis County Commissioners Court Agenda Request

Voting Session Tuesday, March 16, 2010 Work Session _____
(Date) (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 March 2, 2010**

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.

70

MINUTES OF MEETING MARCH 2, 2010

TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 2nd day of March 2010, the Commissioners' Court convened the Voting Session at 9:11 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 10:26 AM.

The Commissioners Court reconvened the Voting Session at 11:14 AM.

The Commissioners Court adjourned the Voting Session at 11:26 AM.

The Commissioners Court, meeting as the Northwest Travis County Road District #3 (Golden Triangle), convened at 11:26 AM and adjourned at 11:27 AM.

The Commissioners Court, meeting as the Travis County Bee Cave Road District #1 (Galleria), convened at 11:27 AM and adjourned at 11:28 AM.

1. RECEIVE COMMENTS REGARDING A REQUEST TO AUTHORIZE THE FILING OF AN INSTRUMENT TO VACATE EIGHT FIVE-FOOT PUBLIC UTILITY EASEMENTS LOCATED ALONG THE COMMON LOT LINES OF LOTS 2 AND 3, LOTS 3 AND 36, LOTS 36 AND 37, AND LOTS 37 AND 2, BLOCK 5, WITH LOTS 2 AND 3 BEING WITHIN AUSTIN LAKE ESTATES, SECTION ONE SUBDIVISION AND LOTS 36 AND 37 BEING WITHIN AUSTIN LAKE ESTATES, SECTION THREE SUBDIVISION. (COMMISSIONER HUBER) (ACTION ITEM #3) (9:11 AM)

Motion by Judge Biscoe and seconded by Commissioner Gómez to open the public hearing.

Members of the Court heard from: Anna Bowlin, Division Director, Engineering Services, Transportation and Natural Resources (TNR).

Motion by Commissioner Gómez and seconded by Commissioner Huber to close the public hearing.

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Karen Huber	yes
	Precinct 4, Commissioner Margaret J. Gómez	yes

CITIZENS COMMUNICATION

Members of the Court heard from: Kenneth Snyder, Travis County Resident; Ronnie Gjemre, Travis County Resident; Maurice Priest, Travis County Resident; Paul Aviña, Travis County Resident; and Gus Peña, Travis County Resident. (9:13 AM)

CONSENT ITEMS

Members of the Court heard from: Julie Joe, Assistant County Attorney; Mary Etta Gerhardt, Assistant County Attorney; unidentified Travis County Resident; and Ronnie Gjemre, Travis County Resident.

Motion by Commissioner Gómez and seconded by Commissioner Davis to approve the following Consent Items: C1-C4 and Items 4, 5, 6, 7, 8.A-H, 9, 10, 11, 12, 13, 14, and A2. (9:29 AM)

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- C1. RECEIVE BIDS FROM COUNTY PURCHASING AGENT.
- C2. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS.
- C3. APPROVE MINUTES FOR VOTING SESSION OF FEBRUARY 16, 2010.
- C4. APPROVE SETTING A PUBLIC HEARING ON TUESDAY, MARCH 16, 2010 TO RECEIVE COMMENTS REGARDING A REQUEST TO TEMPORARILY CLOSE OASIS BLUFF DRIVE TO THROUGH TRAFFIC FROM COMANCHE TRAIL TO BULLICK HOLLOW ROAD IN PRECINCT THREE FOR THE "2010 ISSA TEXAS SIZZLER" SLALOM SKATEBOARD RACES TO BE HELD ON MARCH 27, 2010 FROM 8:00 A.M. TO 5:00 P.M. (COMMISSIONER HUBER)

Clerk's Note: The Court noted an error in Item C4; the road closure request will be for March 27 and 28, 2010, and the public hearing is set for Tuesday, March 16, 2010.

RESOLUTIONS AND PROCLAMATIONS

2. CONSIDER AND TAKE APPROPRIATE ACTION ON PROCLAMATION
ACKNOWLEDGING NATIONAL GROUNDWATER AWARENESS WEEK FROM
MARCH 7 THROUGH 13, 2010. (COMMISSIONER ECKHARDT AND
COMMISSIONER HUBER) (9:53 AM)

Members of the Court heard from: Tom Weber, Environmental Quality Program Manager, TNR; and Maurice Priest, Travis County Resident.

Motion by Commissioner Huber and seconded by Commissioner Eckhardt to approve the Proclamation in Item 2.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

TRANSPORTATION AND NATURAL RESOURCES DEPT. ITEMS

3. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A REQUEST TO AUTHORIZE THE FILING OF AN INSTRUMENT TO VACATE EIGHT FIVE-FOOT PUBLIC UTILITY EASEMENTS LOCATED ALONG THE COMMON LOT LINES OF LOTS 2 AND 3, LOTS 3 AND 36, LOTS 36 AND 37, AND LOTS 37 AND 2, BLOCK 5, WITH LOTS 2 AND 3 BEING WITHIN AUSTIN LAKE ESTATES, SECTION ONE SUBDIVISION AND LOTS 36 AND 37 BEING WITHIN AUSTIN LAKE ESTATES, SECTION THREE SUBDIVISION. (COMMISSIONER HUBER) (10:05 AM)

Clerk's Note: Item 3 is the action item for the public hearing on Agenda Item 1.

Members of the Court heard from: Anna Bowlin, Division Director, Engineering Services, TNR.

Motion by Judge Biscoe and seconded by Commissioner Huber to approve Item 3.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

4. CONSIDER AND TAKE APPROPRIATE ACTION ON A REQUEST FOR A VARIANCE TO CHAPTER 82.401 (C)(4), STANDARDS FOR CONSTRUCTION OF STREETS AND DRAINAGE IN SUBDIVISION, AND ACCEPT DEDICATION OF A PORTION OF THE STREET AND DRAINAGE FACILITIES IN CARDINAL HILLS ESTATES SUBDIVISION, UNIT 15. (COMMISSIONER HUBER) (9:29 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.

5. CONSIDER AND TAKE APPROPRIATE ACTION ON A PLAT FOR RECORDING IN PRECINCT THREE: BELVEDERE PHASE V, FINAL PLAT (11 TOTAL LOTS), AND A CASH SECURITY AGREEMENT WITH HAMILTON BEE CAVE LP FOR BELVEDERE PHASE V SUBDIVISION. (COMMISSIONER HUBER) (9:29 AM)

Clerk's Note: Item 5 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 A PLAT FOR RECORDING IN PRECINCT THREE: LAKE RIDGE ESTATES, FINAL PLAT (7 TOTAL LOTS), AND A SUBDIVISION CONSTRUCTION AGREEMENT WITH 1431 BUSINESS CENTER AND RENEE CHAMPION FOR LAKE RIDGE ESTATES SUBDIVISION. (COMMISSIONER HUBER) (9:29 AM)

Clerk's Note: Item 6 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

PLANNING AND BUDGET DEPT. ITEMS

7. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (9:29 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. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE: (9:29 AM)
 - A. APPLICATION FOR A NEW GRANT TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION, TO ESTABLISH A VETERAN'S COURT PROGRAM TO PROVIDE SPECIALIZED SERVICES FOR VETERANS WHO ARE NON-VIOLENT MISDEMEANOR DEFENDANTS IN THE CRIMINAL COURTS;
 - B. APPLICATION TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION, TO CONTINUE THE EXISTING FAMILY VIOLENCE ACCELERATED PROSECUTION PROGRAM IN THE COUNTY ATTORNEY'S OFFICE;
 - C. APPLICATION TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION, TO CONTINUE THE EXISTING FRONT END THERAPEUTIC SERVICES PROGRAM IN THE JUVENILE PROBATION DEPARTMENT THAT PROVIDES CONTRACTED MENTAL HEALTH SERVICES FOR THE DEPARTMENT'S COLLABORATIVE OPPORTUNITIES FOR POSITIVE EXPERIENCE MENTAL HEALTH COURT;

ITEM 8 CONTINUED

- D. APPLICATION FOR A NEW GRANT TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION, TO ENHANCE AND EXPAND THE CONTINUUM OF VOCATIONAL AND LIFE SKILLS TRAINING AND OPPORTUNITIES FOR JUVENILES 15-17 YEARS OF AGE THAT RESIDE IN THE DEPARTMENT'S INTERMEDIATE SANCTIONS CENTER;
- E. APPLICATION FOR A NEW GRANT TO THE OFFICE OF JUVENILE JUSTICE AND DELINQUENCY PREVENTION TO ENHANCE JUVENILE PROBATION'S EXISTING RE-ENTRY PROGRAM FOR HIGH RISK MALES 16-17 YEARS OF AGE THAT RESIDE IN THE DEPARTMENT'S INTERMEDIATE SANCTIONS CENTER AND PARTNER WITH KEY STAKEHOLDERS TO CREATE THE TRAVIS COUNTY JUVENILE REENTRY ROUNDTABLE;
- F. APPLICATION FOR A NEW GRANT TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION, TO ENHANCE THE EXISTING VICTIM SERVICES UNIT IN THE TRAVIS COUNTY SHERIFF'S OFFICE BY PROVIDING A VICTIM COUNSELOR SOLELY DEDICATED TO SERVE TO VICTIMS OF CHILD ABUSE;
- G. CONTRACT WITH THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR THE HEALTH AND HUMAN SERVICES DEPARTMENT TO CONTINUE TO PROVIDE HOUSEHOLD HEATING AND COOLING ENERGY ASSISTANCE TO HELP LOW INCOME FAMILIES OR INDIVIDUALS BECOME ENERGY SELF-SUFFICIENT UNDER THE EXISTING COMPREHENSIVE ENERGY ASSISTANCE PROGRAM; AND
- H. CONTRACT FOR A NEW GRANT WITH THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR THE HEALTH AND HUMAN SERVICES DEPARTMENT TO PROVIDE WEATHERIZATION SERVICES AND MINOR HOME REPAIR ASSISTANCE FOR LOW-INCOME HOUSEHOLDS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT WEATHERIZATION ASSISTANCE PROGRAM.

Clerk's Note: Items 8.A-H approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

ADMINISTRATIVE OPERATIONS ITEMS

9. REVIEW AND APPROVE THE IMMEDIATE RELEASE OF REIMBURSEMENT PAYMENT TO UNITED HEALTH CARE FOR CLAIMS PAID FOR PARTICIPANTS IN THE TRAVIS COUNTY EMPLOYEE HEALTH CARE FUND FOR PAYMENT OF \$1,911,218.40 FOR THE PERIOD OF FEBRUARY 12 TO 18, 2010. (9:29 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. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED ROUTINE PERSONNEL AMENDMENTS. (9:29 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.

PURCHASING OFFICE ITEMS

11. APPROVE MODIFICATION NO. 1 TO CONTRACT NO. 09K00179JW, FERGUSON LANE-TUSCANY WAY CONNECTOR ROAD AND DRAINAGE IMPROVEMENTS, ROSS CONSTRUCTION, INC. (9:29 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 CONTRACT AWARD FOR APACHE SHORES SUBSTANDARD ROAD IMPROVEMENTS, IFB NO. B100092-JW, TO THE LOW BIDDER, ROSS CONSTRUCTION, INC. (9:29 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.

OTHER ITEMS

13. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM THE TRAVIS COUNTY SHERIFF'S OFFICE TO ESTABLISH A CHANGE FUND IN THE AMOUNT OF \$60.00 TO BE USED BY THE SHERIFF'S OFFICE CENTRAL RECORDS DIVISION. (9:29 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. RECEIVE STATE REQUIRED RACIAL PROFILING REPORT FOR CALENDAR YEAR 2009 FROM THE TRAVIS COUNTY SHERIFF'S OFFICE. (9:29 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. CONSIDER AND TAKE APPROPRIATE ACTION ON REAPPOINTMENT OF HENRY GILMORE TO THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY BOARD. (JUDGE BISCOE) (9:11 AM)

Item 15 postponed until March 9, 2010.

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.

16. CONSIDER AND TAKE APPROPRIATE ACTION CONCERNING THE SETTLEMENT OFFER REGARDING PAYMENT FOR STAR FLIGHT SERVICES RENDERED TO TYLER BORGER. ¹ (10:26 AM) (11:14 AM)

Clerk's Note: Judge Biscoe announced that Item 16 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 reject that offer and ask for full payment immediately.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

17. RECEIVE BRIEFING, APPOINT COMMISSIONERS COURT REPRESENTATIVE FOR MEDIATION AND/OR TAKE APPROPRIATE ACTION IN MATTHEW DOOLITTLE VS. JOHN CHARLES LOUGHRAN, INDIVIDUALLY AND AS REPRESENTATIVE OF THE TRAVIS COUNTY SHERIFF'S OFFICE, AND TRAVIS COUNTY. ^{1 AND 3} (10:26 AM) (11:15 AM)

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 and Gov't. Code Ann. 551.074, Personnel Matters.

Motion by Judge Biscoe and seconded by Commissioner Davis that we accept the offer from Dan Mansour, Risk and Benefits Manager, Human Resources Management Department (HRMD) to represent Travis County during mediation,

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

18. CONSIDER AND TAKE APPROPRIATE ACTION CONCERNING THE SETTLEMENT OFFER REGARDING PAYMENT FOR STAR FLIGHT SERVICES RENDERED TO ERIC BRADLEY. ¹ (10:26 AM) (11:15 AM)

Clerk's Note: Judge Biscoe announced that Item 18 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 settle for \$3,000.00; and that we authorize the County Judge to sign the proposed settlement agreement of one paragraph wherein we release Eric Bradley in this matter.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

19. CONSIDER AND TAKE APPROPRIATE ACTION ON LICENSE AGREEMENT FOR MANCHACA COMMUNITY CENTER. ^{1 AND 2} (9:35 AM) (10:26 AM) (11:16 AM)

Clerk's Note: Judge Biscoe announced that Item 19 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Members of the Court heard from: Mary Ann Naumann, Committee Member, Manchaca Fire Hall; Barbara Wilson, Assistant County Attorney; and Roger El Khoury, Director, Facilities Management.

Motion by Commissioner Huber and seconded by Commissioner Gómez that we postpone consideration of this until next week, Tuesday, March 9, 2020, because it's important that we get complete and accurate information from the community group that has raised funds for this Center, and pursuant to next week's decision, we would

- Require that we have two signatures on the check
- Request a written statement of the vote from this group that raised funds as far as utilizing those funds for rent
- Direct staff to contact the other governmental entities regarding the financial issues surrounding the Community Center and give us a complete report next Tuesday.

A Substitute Motion was made by Commissioner Eckhardt and Seconded by Commissioner Davis to provide notice to Mr. Vogel of the Court's intention to not renew the license agreement with Mr. Vogel beyond June 15, 2010.

Clerk's Note: The Court took a vote on whether to vote on the Substitute Motion before the Standing Motion.

Motion failed:	County Judge Samuel T. Biscoe	no
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Gerald Daugherty	no
	Precinct 4, Commissioner Margaret J. Gómez	no

Clerk's Note: The Court took a Vote on the Standing Motion at this time.

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Karen Huber	yes
	Precinct 4, Commissioner Margaret J. Gómez	yes

ADDED ITEMS

- A1. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING COMMENTS TO THE CLEAN AIR COALITION AND THE U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) IN RESPONSE TO RULE PROPOSAL OF THE EPA TO RECONSIDER THE 2008 NATIONAL AIR QUALITY STANDARDS FOR OZONE, THE EFFECTS OF THE PROPOSAL ON TRAVIS COUNTY AND RELATED ISSUES. (10:06 AM)

Clerk's Note: The Court discussed making changes to draft comments prepared by Staff.

Members of the Court heard from: Jon White, Natural Resources Program Manager, TNR; Tom Weber, Environmental Quality Program Manager, TNR; and Joe Gieselman, Executive Manager, TNR.

Motion by Judge Biscoe and seconded by Commissioner Davis to approve this as the draft as of today, Tuesday, March 2, 2010, with the understanding we will have the Item on the agenda next week Tuesday, March 9, 2010, in the event that there is a need for further modification.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Item A1 to be reposted on March 9, 2010.

- A2. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET TRANSFER AND USE OF COUNTY FUNDS TO REIMBURSE TRAVEL EXPENDITURES FOR OUT-OF-STATE CANDIDATE FOR COMPREHENSIVE PLANNING MANAGER IN THE TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT. (9:29 AM)

Clerk's Note: Item A2 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- A3. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO RATIFY MODIFICATION NO. 4 AND APPROVE MODIFICATION NO. 5 TO INTERLOCAL AGREEMENT NO. IL090060VR, AUSTIN-TRAVIS COUNTY MENTAL HEALTH MENTAL RETARDATION, FOR FAMILY PRESERVATION PROGRAM IN-HOME COUNSELING SERVICES TO JUVENILE OFFENDERS. (10:06 AM)

Motion by Commissioner Gómez and seconded by Commissioner Huber to approve Item A3.

Motion carried: County Judge Samuel T. Biscoe	abstains
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

ADJOURNMENT

Motion by Commissioner Davis and seconded by Commissioner Gómez to adjourn the Voting Session. (11:26 AM)

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

MINUTES APPROVED BY THE COMMISSIONERS' COURT

Date of Approval

Samuel T. Biscoe, Travis County Judge

#2

BOARD OF DIRECTORS
NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3


16

Voting Session Tuesday, March 9, 2010
(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 Northwest Travis County
Road District No. 3 Minutes for the:**

Voting Session of February 26, 2010



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 subsequent meeting.

MINUTES OF MEETING – FEBRUARY 26, 2010

NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3

On Friday, the 26th day of February 2010, the Commissioners' Court, meeting as the Northwest Travis County Road District No. 3 (Golden Triangle) Board of Directors, convened the Voting Session at 1:17 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 Precinct One Commissioner Ron Davis and Precinct Four Commissioner Margaret Gómez were not present during this Voting Session.

The Road District Board of Directors adjourned the Voting Session of the Northwest Travis County Road District No. 3 (Golden Triangle) at 1:18 PM.

1. APPROVE PAYMENT OF CLAIMS. (1:18 PM)

Motion by Commissioner Huber and seconded by Commissioner Eckhardt to approve the payment of claims in Item 1.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

ADJOURNMENT

Motion by Judge Biscoe and seconded by Commissioner Eckhardt to adjourn the Voting Session of the Northwest Travis County Road District No. 3. (1:18 PM)

Motion carried: County Judge Samuel T. Biscoe yes
 Precinct 1, Commissioner Ron Davis absent
 Precinct 2, Commissioner Sarah Eckhardt yes
 Precinct 3, Commissioner Karen Huber yes
 Precinct 4, Commissioner Margaret J. Gómez absent

MINUTES APPROVED BY THE ROAD DISTRICT BOARD

Date of Approval

Samuel T. Biscoe, Travis County Judge

#2

BOARD OF DIRECTORS
NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3

Voting Session Tuesday, March 16, 2010
(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 Northwest Travis County
Road District No. 3 Minutes for the:**

Voting Session of March 2, 2010

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 subsequent meeting.

MINUTES OF MEETING – MARCH 2, 2010

NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3

On Tuesday, the 2nd day of March 2010, the Commissioners' Court, meeting as the Northwest Travis County Road District No. 3 (Golden Triangle) Board of Directors, convened the Voting Session at 11:26 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 Road District Board of Directors adjourned the Voting Session of the Northwest Travis County Road District No. 3 (Golden Triangle) at 11:27 AM.

1. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST ROAD DISTRICT FUNDS. (11:26 AM)

Motion by Commissioner Gómez and seconded by Commissioner Davis to pay the claims in Item 1.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

2. APPROVE N.W.T.C.R.D.#3 MINUTES FOR THE VOTING SESSIONS OF FEBRUARY 9 and 16, 2010. (11:27 AM)

Motion by Commissioner Gómez and seconded by Commissioner Davis to approve Item 2.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Motion by Commissioner Gómez and seconded by Commissioner Davis to adjourn the Voting Session of the Northwest Travis County Road District No. 3. (11:27 AM)

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Karen Huber	yes
	Precinct 4, Commissioner Margaret J. Gómez	yes

MINUTES APPROVED BY THE ROAD DISTRICT BOARD

Date of Approval


Samuel T. Biscoe, Travis County Judge

#2

Board of Directors
Travis County Bee Cave Road District No. 1 Agenda Request

Voting Session Tuesday, March ¹⁶ 2010
(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 Travis County Bee Cave Road District No. 1 Minutes for the Voting Session of February 26, 2010.**
- 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 subsequent meeting.

MINUTES OF MEETING – FEBRUARY 26, 2010

TRAVIS COUNTY BEE CAVE ROAD DISTRICT NO. 1

On Friday, the 26th day of February 2010, the Commissioners' Court, meeting as the Travis County Bee Cave Road District No. 1 (Galleria) Board of Directors, convened the Voting Session at 1:18 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 Precinct One Commissioner Ron Davis and Precinct Four Commissioner Margaret Gómez were not present during this Voting Session.

The Road District Board of Directors adjourned the Voting Session of the Travis County Bee Cave Road District No. 1 (Galleria) at 1:19 PM.

1. APPROVE PAYMENT OF CLAIMS. (1:18 PM)

Motion by Commissioner Huber and seconded by Commissioner Eckhardt to approve the payment of claims in Item 1.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

ADJOURNMENT

Motion by Commissioner Huber and seconded by Commissioner Eckhardt to adjourn the Voting Session of the Travis County Bee Cave Road District No. 1 (Galleria) (1:19 PM)

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	absent
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Karen Huber	yes
	Precinct 4, Commissioner Margaret J. Gómez	absent

MINUTES APPROVED BY THE ROAD DISTRICT BOARD

Date of Approval

Samuel T. Biscoe, Travis County Judge

#2

Board of Directors
Travis County Bee Cave Road District No. 1 Agenda Request

Voting Session Tuesday, March 16, 2010
(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 Travis County Bee Cave Road District
No. 1 Minutes for the Voting Session of
March 2, 2010.**

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 subsequent meeting.

MINUTES OF MEETING – MARCH 2, 2010

TRAVIS COUNTY BEE CAVE ROAD DISTRICT NO. 1

On Tuesday, the 2nd day of March 2010, the Commissioners' Court, meeting as the Travis County Bee Cave Road District No. 1 (Galleria) Board of Directors, convened the Voting Session at 11:27 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 Road District Board of Directors adjourned the Voting Session of the Travis County Bee Cave Road District No. 1 (Galleria) at 11:28 AM).

1. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST ROAD DISTRICT FUNDS. (11:27 AM)

Motion by Commissioner Gómez and seconded by Commissioner Huber to pay the claims in Item 1.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	abstain
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

2. APPROVE TRAVIS COUNTY BEE CAVE ROAD DISTRICT NO. 1 MINUTES FOR THE VOTING SESSIONS OF FEBRUARY 9 and 16, 2010. (11:27 AM)

Motion by Commissioner Gómez and seconded by Commissioner Huber to approve Item 2.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

10 MAR -9 PM 2:46

Work Session _____ Voting Session March 16, 2010 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 an invoice from Frameworks CDC.

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.

TRAVIS COUNTY
HOUSING FINANCE CORPORATION



AGENDA MEMO

To: TCHFC Board of Directors
From: Miguel Gonzalez, Sr. Financial Analyst
Date: March 9, 2010
Re: Consider and possible action on an invoice received from FRAMEWORKS CDC.

Required Action

Take action on an invoice from Frameworks CDC, for the remaining balance of \$20,000 related to a foreclosure prevention counseling grant agreement.

Background

Summary

On May 12, 2009 the Board unanimously approved a \$50,000 grant agreement with FRAMEWORKS Community Development Corporation, to fund a *Foreclosure Prevention Counseling Program* during a twelve month period (April 28, 2009 – April 28, 2010). At least 112 families living in Travis County but outside the city of Austin will receive personal, one-on-one foreclosure prevention counseling services. FRAMEWORKS CDC will hire an additional counselor to meet additional capacity.

To date, the Board has approved and TCHFC has paid Frameworks CDC \$30,000 for successful performance under the terms of the grant agreement. (Full Contract Execution and 56 assisted households)

Highlights of Grant Agreement

Parties: TCHFC and Frameworks CDC.

Total Funding: \$50,000

Disbursement of Funds:

<u>Invoice Eligible Event</u>	<u>Maximum Invoice Amount</u>
Full Contract Execution	\$20,000
Total of 56 assisted households	\$10,000
Total of 84 assisted households	\$10,000
Total of 112 assisted households	<u>\$10,000</u>
Total Grant	\$50,000

On-site Examination

On March 8, 2010, staff performed an on-site examination of the 56 household files that received foreclosure prevention counseling through the program. Based on this examination, it appears that FRAMEWORKS CDC has met all contractual requirements to receive payment of the balance of remaining grant funds (\$20,000).

Recommendation

Staff recommends approval and payment of the (\$20,000) invoice presented by FRAMEWORKS CDC.

cc: Rodney Rhoades, Executive Manager, Planning and Budget
Leroy Nellis, Budget Director
Harvey Davis, Manager

**FRAMEWORKS COMMUNITY DEVELOPMENT
CORPORATION, INC.**

INVOICE

701 Tillery Street, Suite A-7B, Box 15
Austin, TX 78702
Phone 512.385.1500
Fax 512.385.1503

INVOICE #TC08FEB10
DATE: FEBRUARY 8, 2010

TO:
Travis County Housing Finance Corporation
c/o Samuel Biscoe, Board President
314 W 11th Street, Suite 540
Austin, TX 78701

FOR:
Foreclosure prevention counseling services to households within
Travis County but outside the City of Austin

DESCRIPTION	AMOUNT
Total of 112 Assisted Households in Travis County (outside of Austin city limits) (Final Draw Request)	\$20,000.00
TOTAL	\$20,000.00

Make all checks payable to Frameworks Community Development Corporation.
Total due upon receipt.

Thank you for your business!

ClientID	Intake	City	Zip	CounselingOutcomeCode	Additional Comments	Counseling Update
656	9/17/2009	Austin	78724	107 = Mortgage modified with PITI less than or equal to 38% with at least a 5 year	Borrower approved for trial modification, waiting for trial	2/8/2010
1781	4/2/2009	Austin	78724	107 = Mortgage modified with PITI less than or equal to 38% with at least a 5 year fixed rate		2/8/2010
1787	4/6/2009	Austin	78725	111 = Pre-foreclosure sale/short sale		2/8/2010
1789	4/6/2009	Austin	78725	2 = Initiated forbearance agreement/repayment plan		2/8/2010
1822	4/9/2009	Austin	78728	2 = Initiated forbearance agreement/repayment plan	Client approved for a modification/special forbearance plan,	2/8/2010
1840	4/21/2009	Austin	78732	2 = Initiated forbearance agreement/repayment plan	Making forbearance payment, awaiting final modification from	2/8/2010
1846	4/22/2009	Austin	78734	110 = Homeowner(s) sold property (not short sale)		2/8/2010
1853	4/23/2009	Austin	78734	100 = Currently in negotiation with servicer; outcome unknown	Borrower approved for trial modification, waiting for trial	2/8/2010
1866	4/25/2009	Austin	78735	100 = Currently in negotiation with servicer; outcome unknown	Pending missing documents from borrower	2/8/2010
1872	4/29/2009	Austin	78754	111 = Pre-foreclosure sale/short sale		2/8/2010
1880	5/1/2009	Austin	78754	107 = Mortgage modified with PITI less than or equal to 38% with at least a 5 year fixed rate		2/8/2010
1881	5/2/2009	Del Valle	78617	54 = Bankruptcy	Workout package submitted to lender, awaiting final decision	2/8/2010
1894	5/2/2009	Del Valle	78617	107 = Mortgage modified with PITI less than or equal to 38% with at least a 5 year fixed rate		2/8/2010
1896	5/2/2009	Del Valle	78617	2 = Initiated forbearance agreement/repayment plan		2/8/2010
1902	5/2/2009	Del Valle	78617	2 = Initiated forbearance agreement/repayment plan		2/8/2010
1904	5/2/2009	Elgin	78621	111 = Pre-foreclosure sale/short sale		2/8/2010
1908	5/5/2009	Elgin	78621	107 = Mortgage modified with PITI less than or equal to 38% with at least a 5 year	Making Home Affordable Modification Approved	2/8/2010
1912	5/7/2009	Jonestown	78645	100 = Currently in negotiation with servicer; outcome unknown	Workout package submitted to lender, awaiting final decision	2/8/2010
1926	5/9/2009	Lago Vista	78645	107 = Mortgage modified with PITI less than or equal to 38% with at least a 5 year	modification, awaiting borrowers to send signed modification	2/8/2010
1933	5/11/2009	Manor	78653	100 = Currently in negotiation with servicer; outcome unknown	Homeowner currently unemployed, not eligible for workout at	2/8/2010
1938	5/12/2009	Manor	78653	100 = Currently in negotiation with servicer; outcome unknown	Workout package submitted to lender 10/13/09, awaiting final	2/8/2010
1951	5/23/2009	Manor	78653	100 = Currently in negotiation with servicer; outcome unknown	Pending missing documents from borrower	2/8/2010
1959	10/6/2009	Manor	78653	112 = Counseled on debt management or referred to debt management agency	Client referred to debt management firm	2/8/2010
1963	5/30/2009	Pflugerville	78660	100 = Currently in negotiation with servicer; outcome unknown	Workout package submitted to lender, awaiting final decision	2/8/2010
1965	5/30/2009	Pflugerville	78660	111 = Pre-foreclosure sale/short sale		2/8/2010
1967	6/2/2009	Pflugerville	78660	107 = Mortgage modified with PITI less than or equal to 38% with at least a 5 year fixed rate		2/8/2010
1971	5/28/2009	Pflugerville	78660	107 = Mortgage modified with PITI less than or equal to 38% with at least a 5 year fixed rate		2/8/2010
1973	6/8/2009	Pflugerville	78660	107 = Mortgage modified with PITI less than or equal to 38% with at least a 5 year fixed rate		2/8/2010
1978	6/9/2009	Pflugerville	78660	100 = Currently in negotiation with servicer; outcome unknown	Customers was granted repayment plan and fell behind again,	2/8/2010
1997	6/16/2009	Plugerville	78660	100 = Currently in negotiation with servicer; outcome unknown	Homeowner currently unemployed, not eligible for workout at	2/8/2010
2016	6/22/2009	The Hills	78738	107 = Mortgage modified with PITI less than or equal to 38% with at least a 5 year fixed rate		2/8/2010
2029	6/17/2009	Pflugerville	78660	100 = Modification package at the lender	No response 9/28/09	2/8/2010
2060	7/13/2009	Pflugerville	78660	107 = Mortgage modified with PITI less than or equal to 38% with at least a 5 year	Mortgage modified	2/8/2010
2067	7/21/2009	Austin	78724	2 = Initiated forbearance agreement/repayment plan	Client placed on a moratorium with no mortgage payment	2/8/2010

ClientID	Intake	City	Zip	CounselingOutcomeCode	Additional Comments	Counseling Update
2069	7/20/2009	Pflugerville	78660	100 = Currently in negotiation with servicer; outcome unknown	Workout package submitted to lender 10/09/09, awaiting final	2/8/2010
2072	7/21/2009	Elgin	78621	100 = Currently in negotiation with servicer; outcome unknown	Workout package originally submitted to lender 09/30/09, and	2/8/2010
2104	8/17/2009	Manor	78653	107 = Mortgage modified with PITI less than or equal to 38% with at least a 5 year fixed rate		2/8/2010
2111	8/20/2009	Pflugerville	78660	100 = Currently in negotiation with servicer; outcome unknown	Workout package submitted to lender on 11.03.09, awaiting	2/8/2010
2118	8/24/2009	Manor	78653	107 = Mortgage modified with PITI less than or equal to 38% with at least a 5 year fixed rate		2/8/2010
2121	8/26/2009	Manor	78653	100 = Currently in negotiation with servicer; outcome unknown	No response 9/22/09	2/8/2010
2122	8/26/2009	Manor	78653	100 = Currently in negotiation with servicer; outcome unknown	Pending missing documents from borrower	2/8/2010
2127	9/1/2009	Del Valle	78617	100 = Currently in negotiation with servicer; outcome unknown	and then file re-opened on 10/05 for the MHA Plan. She	2/8/2010
2130	9/2/2009	Austin	78728	107 = Mortgage modified with PITI less than or equal to 38% with at least a 5 year fixed rate		2/8/2010
2132	8/22/2009	Manor	78653	57 = Withdrew from counseling	Client did not respond to numerous request via mail & email	2/8/2010
2140	9/10/2009	Austin	78725	2 = Initiated forbearance agreement/repayment plan		2/8/2010
2147	9/9/2009	Manor	78653	100 = Currently in negotiation with servicer; outcome unknown	Homeowner currently unemployed, not eligible for workout at	2/8/2010
2175	7/1/2009	Elgin	78621	54 = Bankruptcy	54 file for BK because of lack of employment	2/8/2010
2181	8/11/2009	Pflugerville	78660	100 = Currently in negotiation with servicer; outcome unknown	Servicer declined workout package, resubmitting workout	2/8/2010
2190	9/22/2009	Austin	78748	107 = Mortgage modified with PITI less than or equal to 38% with at least a 5 year fixed rate		2/8/2010
2192	9/23/2009	Buda	78610	100 = Currently in negotiation with servicer; outcome unknown	Homeowner currently unemployed, not eligible for workout at	2/8/2010
2197	8/20/2009	Manor	78653	5 = Mortgage foreclosed	Lost home because of health reasons	2/8/2010
2202	9/23/2009	Austin	78728	112 = Counseled on debt management or referred to debt management agency	Homeowner has mobile home, no workout option available,	2/8/2010
2203	7/29/2009	Lakeway	78738	111 = Pre-foreclosure sale/short sale	lender USDA agreed to short sale	2/8/2010
2206	9/21/2009	Manor	78753	107 = Mortgage modified with PITI less than or equal to 38% with at least a 5 year fixed rate		2/8/2010
2207	9/23/2009	Pflugerville	78660	100 = Currently in negotiation with servicer; outcome unknown	Customer deciding what option to pursue, short sale, keys for c	2/8/2010
2208	9/23/2009	Austin	78733	107 = Mortgage modified with PITI less than or equal to 38% with at least a 5 year fixed rate		2/8/2010
2218	9/19/2009	Pflugerville	78660	107 = Mortgage modified with PITI less than or equal to 38% with at least a 5 year	submitted complete workout package directly to Chase during	2/8/2010
2219	9/19/2009	Pflugerville	78660	107 = Mortgage modified with PITI less than or equal to 38% with at least a 5 year fixed rate		2/8/2010
2241	10/7/2009	Austin	78738	111 = Pre-foreclosure sale/short sale		2/8/2010
2264	10/13/2009	Manor	78653	57 = Withdrew from counseling	Counseled and client declined further assistance	2/8/2010
2265	10/8/2009	Pflugerville	78660	100 = Currently in negotiation with servicer; outcome unknown	Workout package submitted to lender 11/12/09, awaiting final	2/8/2010
2266	10/6/2009	Round Rock	78664	100 = Currently in negotiation with servicer; outcome unknown	Client did not respond to numerous request via mail & email	2/8/2010
2278	10/21/2009	Manor	78653	5 = Mortgage foreclosed	Foreclosed on 12/2/09, denied by lender for workout due to	2/8/2010
2279	10/13/2009	Manor	78653	100 = Currently in negotiation with servicer; outcome unknown	Pending missing documents from borrower	2/8/2010
2280	10/22/2009	Pflugerville	78660	102 = Foreclosure put on hold or in moratorium; final outcome unknown	Workout package submitted to lender 10/29/09, awaiting final	2/8/2010
2283	10/13/2009	Pflugerville	78660	100 = Currently in negotiation with servicer; outcome unknown	Pending missing documents from borrower	2/8/2010
2291	10/27/2009	Pflugerville	78660	104 = Brought mortgage current (without rescue funds)	Negotiated with bank homowner brought current with own	2/8/2010
2297	10/23/2009	Austin	78725	2 = Initiated forbearance agreement/repayment plan	Client received trial modification	2/8/2010

ClientID	Intake	City	Zip	CounselingOutcomeCode	Additional Comments	Counseling Update
2298	10/26/2009	Pflugerville	78660	107 = Mortgage modified with PITI less than or equal to 38% with at least a 5 year fixed rate		2/8/2010
2319	10/23/2009	Austin	78733	100 = Currently in negotiation with servicer; outcome unknown	Pending missing documents from borrower	2/8/2010
2322	10/27/2009	Manor	78653	100 = Currently in negotiation with servicer; outcome unknown	Workout package submitted to lender 12/01/09, awaiting final	2/8/2010
2323	10/27/2009	Austin	78748	107 = Mortgage modified with PITI less than or equal to 38% with at least a 5 year fixed rate		2/8/2010
2332	10/28/2009	Leander	78641	107 = Mortgage modified with PITI less than or equal to 38% with at least a 5 year	Mortgage modified, now helping client with escrow shortage	2/8/2010
2333	10/24/2009	Pflugerville	78660	2 = Initiated forbearance agreement/repayment plan		2/8/2010
2340	10/10/2009	Manor	78653	100 = Currently in negotiation with servicer; outcome unknown	Documents to lender updated on 01.22.10 as requested,	2/8/2010
2344	9/23/2009	Buda	78610	2 = Initiated forbearance agreement/repayment plan	Client approved for 12 month special forbearance plan	2/8/2010
2346	11/3/2009	Austin	78746	100 = Currently in negotiation with servicer; outcome unknown	Modification was sent to Investor for final approval on	2/8/2010
2349	11/3/2009	Pflugerville	78660	107 = Mortgage modified with PITI less than or equal to 38% with at least a 5 year fixed rate		2/8/2010
2352	11/4/2009	Manor	78653	100 = Currently in negotiation with servicer; outcome unknown	Servicer declined workout package, resubmitting workout	2/8/2010
2354	11/5/2009	Austin	78724	5 = Mortgage foreclosed	No response from borrower, servicer foreclosed	2/8/2010
2358	11/5/2009	Pflugerville	78660	100 = Currently in negotiation with servicer; outcome unknown	Loan modification denied due to no/low income, expenses	2/8/2010
2360	10/24/2009	Elgin	78621	104 = Brought mortgage current (without rescue funds)	104 relatives brought mortgage current	2/8/2010
2365	11/11/2009	Pflugerville	78660	100 = Currently in negotiation with servicer; outcome unknown	Workout package submitted to lender 12/09/09, awaiting final	2/8/2010
2387	11/17/2009	Austin	78724	100 = Currently in negotiation with servicer; outcome unknown	Workout package submitted to lender 10/27/09, awaiting final	2/8/2010
2401	12/1/2009	Austin	78725	100 = Currently in negotiation with servicer; outcome unknown	Workout package submitted to lender on 12.04.09, awaiting	2/8/2010
2408	11/16/2009	Austin	78734	100 = Currently in negotiation with servicer; outcome unknown	Workout package submitted to lender 12/05/09, awaiting final	2/8/2010
2412	12/3/2009	Del Valle	78617	100 = Currently in negotiation with servicer; outcome unknown	submitted complete workout package directly to WF during	2/8/2010
2413	12/3/2009	Manor	78653	100 = Currently in negotiation with servicer; outcome unknown	Pending missing documents from borrower	2/8/2010
2421	11/18/2009	Austin	78746	2 = Initiated forbearance agreement/repayment plan	Forbearance plan, client has made final payment, awaiting final	2/8/2010
2422	11/18/2009	Round Rock	78664	100 = Currently in negotiation with servicer; outcome unknown	Workout package submitted to lender 11/18/09, awaiting final	2/8/2010
2426	12/5/2009	Round Rock	78664	2 = Initiated forbearance agreement/repayment plan	Client approved for 6 month special forbearance with	2/8/2010
2438	12/5/2009	Pflugerville	78660	107 = Mortgage modified with PITI less than or equal to 38% with at least a 5 year fixed rate		2/8/2010
2439	12/5/2009	Austin	78732	2 = Initiated forbearance agreement/repayment plan		2/8/2010
2440	12/5/2009	Austin	78725	107 = Mortgage modified with PITI less than or equal to 38% with at least a 5 year fixed rate		2/8/2010
2441	12/5/2009	Manor	78653	2 = Initiated forbearance agreement/repayment plan	Approved for repayment plan on 01/09/10	2/8/2010
2444	12/5/2009	Austin	78728	107 = Mortgage modified with PITI less than or equal to 38% with at least a 5 year fixed rate		2/8/2010
2448	12/8/2009	Manor	78653	100 = Currently in negotiation with servicer; outcome unknown	Workout package submitted to lender 12/08/09, awaiting final	2/8/2010
2450	12/8/2009	Del Valle	78617	107 = Mortgage modified with PITI less than or equal to 38% with at least a 5 year	Borrower approved for trial modification, waiting for trial	2/8/2010
2461	12/5/2009	Pflugerville	78660	53 = Obtained partial claim loan from FHA lender		2/8/2010
2470	11/19/2009	Pflugerville	78660	100 = Currently in negotiation with servicer; outcome unknown	Workout package submitted to lender 1/04/10, awaiting final	2/8/2010
2480	12/5/2009	Pflugerville	78660	2 = Initiated forbearance agreement/repayment plan	Client approved for a modification/special forbearance plan,	2/8/2010
2483	12/10/2009	Pflugerville	78660	100 = Currently in negotiation with servicer; outcome unknown	Workout package submitted to lender 01/09/10, awaiting final	2/8/2010

ClientID	Intake	City	Zip	CounselingOutcomeCode	Additional Comments	Counseling Update
2484	10/16/2009	Pflugerville	78660	100 = Currently in negotiation with servicer; outcome unknown	Homeowner currently unemployed, not eligible for workout at	2/8/2010
2491	12/8/2009	Pflugerville	78660	2 = Initiated forbearance agreement/repayment plan	Wells Fargo approved for a forbearance plan during Wells	2/8/2010
2493	12/5/2009	Pflugerville	78660	2 = Initiated forbearance agreement/repayment plan	Wells Fargo approved for a forbearance plan during Wells	2/8/2010
2497	11/19/2009	Del Valle	78617	56 = Counseled and referred for legal assistance	Client is working with attorney, bank denied homeowner of a	2/8/2010
2499	7/28/2009	Austin	78725	100 = Currently in negotiation with servicer; outcome unknown	Workout package submitted to lender 8/10/09, awaiting final	2/8/2010
2502	12/10/2009	Pflugerville	78660	100 = Currently in negotiation with servicer; outcome unknown	Pending missing documents from borrower	2/8/2010
2532	12/15/2009	Manor	78653	100 = Currently in negotiation with servicer; outcome unknown	Workout package submitted to lender 01/13/10, awaiting final	2/8/2010
2534	11/4/2009	Pflugerville	78660	100 = Currently in negotiation with servicer; outcome unknown	Workout package submitted to lender 02/02/10, awaiting final	2/8/2010
2536	12/17/2009	Pflugerville	78660	107 = Mortgage modified with PITI less than or equal to 38% with at least a 5 year fixed rate		2/8/2010
2612	6/30/2009	Austin	78754	100 = Currently in negotiation with servicer; outcome unknown	Homeowner currently unemployed, not eligible for workout at	2/8/2010
2638	10/24/2009	Elgin	78621	100 = Currently in negotiation with servicer; outcome unknown	Received modification almost a year ago, requesting another	2/8/2010