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BUDGET AMENDMENTS AND TRANSFERS**FY 2010**

10 MAY 12 AM 11:02

Please do not place on consent.**5/14/2010****TRANSFERS**

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/OBI	Dept.	Line Item	Increase	Decrease	Pg #
T1		001	5500	557	9001	CJP	County Contribution to Grant		\$ 12,324	1
		001	5500	557	0701	CJP	Reg Salaries-Permnt Empl	\$ 10,341		
		001	5500	557	2002	CJP	FICA Tax - OASDI	\$ 647		
		001	5500	557	2005	CJP	Retirement Contribution	\$ 1,183		
		001	5500	557	2006	CJP	Worker's Compensation	\$ 150		
		001	5500	557	2007	CJP	FICA Tax - Medicare	\$ 3		

DISCUSSION

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/OBI	Dept.	Line Item	Increase	Decrease	Pg #
D1		001	3302	568	0712	Cons.Pct.3	POPS Salaries		\$ 5,000	4
		001	3302	568	6504	Cons.Pct.3	Training & Seminars	\$5,000		

Budget Adjustment: 21218

Fyr _ Budget Type: 2010-Reg

Author: 55 - CULLEN, JULIANNA

Created: 5/6/2010 3:21:21 PM

PBO Category: Transfer

Court Date: Tuesday, May 18 2010

Dept: CRIMINAL JUSTICE PLANNING

Just: Other

BA needs to cover the costs associated with the creation of a temporary project slot. Scheduled for Commissioner Court review on May 18, 2010.

From Account	Acct Desc	Project	Proj Desc	Amount
001-5500-557-9001	COUNTY CONTRBUTN TO GRANT			12,324
				12,324
To Account		Project		Amount
001-5500-557-0701	REG SALARIES-PERMNT EMPL			10,341
001-5500-557-2002	FICA TAX - OASDI			647
001-5500-557-2005	RETIREMENT CONTRIBUTION			1,183
001-5500-557-2006	WORKER'S COMPENSATION			150
001-5500-557-2007	FICA TAX - MEDICARE			3
				12,324

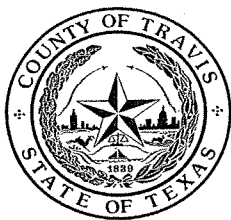
Approvals	Dept	Approved By	Date Approved
Originator	55	JULIANNA CULLEN	5/6/2010 3:21:28 PM
DepOffice	55	JULIANNA CULLEN	5/6/2010 3:25:28 PM

PBO concurs → This position is for FY10 only

Savings verified in "County Contribution to Grant"

line item

Karqun
Dennis Nellis 5/12/10



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: May 6, 2010

Subject: Budget Adjustment # 21218 - \$12,324.00
County Contribution (Line Item 001-5500-557-9001) into
Multiple Salary Line Items

**Criminal Justice
Planning**
Roger W. Jefferies
(512) 854-4415

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Education Services**
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Defender**
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Criminal Justice Planning is respectfully requesting the approval of budget adjustment #21218, in the amount of \$12,324.00. This budget adjustment is intended to fund the change of one temporary employee slot into one project worker slot. This slot is intended to assist the Ex-Offender Workforce Development Program. This program is designed to assist ex-offenders in finding and maintaining employment within Travis County and has grown significantly since its inception.

Criminal Justice Planning is requesting these funds be moved from our County Contribution line item (001-5500-557-9001) into multiple salary line items (see attached spreadsheet). We anticipate having a surplus in the County Contribution line item, due to unused FY 09 grant funds which are being rolled over by the grantor for the Offices of Child and Parental Representation. These rollover funds were intended to be used to lower the budgeted County Contributions for these grants.

If you have any further questions, please do not hesitate contacting me.

Proposed Temporary Project Worker

	No. of Hours	Hourly Rate	Base Pay	FICA	Health	Life	Retirement	SS	WC	Total Cost
				6.25%	NA	NA	11.44%	1.45%	0.0195%	
	1	15.03	15.03	0.94			1.72	0.22	0.00	17.91
June 2010	176	15.03	2,645.28	165.33			302.62	38.36	0.52	3,152.10
July 2010	168	15.03	2,525.04	157.82			288.86	36.61	0.49	3,008.83
August 2010	176	15.03	2,645.28	165.33			302.62	38.36	0.52	3,152.10
September 2010	168	15.03	2,525.04	157.82			288.86	36.61	0.49	3,008.83
	688	15.03	10,340.64	646.29			1,182.97	149.94	2.02	12,321.85
BA #21218			10,341.00	647.00			1,183.00	150.00	3.00	12,324.00




PLANNING AND BUDGET OFFICE TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Commissioners Court

FROM: Randy Lott, Planning and Budget Analyst 

DATE: May 11, 2010

RE: Constable, Precinct Three Budget Adjustment transfer from salary line item to an operating line item.

Constable, Precinct Three has submitted a budget adjustment (BA #21219) to use \$5,000 in salary savings from their POPs line item to cover projected costs for the North Central Texas Council of Governments Emissions Database (NED) training required for Travis County participation in the enforcement of stolen, improperly issued and fictitious and/or counterfeit inspection certificates. NED is used to check the validity of inspection certificates by performing a search of the license plate, vehicle identification number (VIN) or inspection certificate number. Participation in this initiative was approved by Commissioners Court on May 4, 2010 (agenda item 16). The salary savings will be used to train all Travis County law enforcement entities in the new program, not just Constable, Precinct Three participating personnel. PBO has confirmed that the salary savings are available and acknowledges Court approval of the program.

However, PBO has placed this as a Discussion item for Commissioners Court deliberation under Budget Adjustments and Transfers since, according to the FY 10 Travis County Budget Rules (General Budget Adjustment Guidance), "PBO will not recommend a budget adjustment from salary line items to an operating line item unless the expenditure is for corrections medical services, nursing services, Juvenile Probation services, or for contracted services while the position is being recruited. Additionally, transfers from personnel line items will be limited to temporary replacements while recruiting for the permanent position."

cc: The Honorable Richard McCain, Constable, Precinct Three
Stacy Suits, Chief Deputy Constable, Precinct Three
Rodney Rhoades, Leroy Nellis, PBO

NCTCOG EMISSIONS ENFORCEMENT TRAINING COURSE EXPENSES FOR OUT OF REGION TRAINING AND TRAVEL

*Agenda Item # 1.
D1
Additional Information*

TRAVIS COUNTY ESTIMATED EXPENSES FOR MAY 24-26, 2010 TRAINING	
Item	Estimated Amount
Lodging - 2 rooms/2 nights	\$460
Meals - 2 persons/2 days	\$284
Mileage - 450 miles estimated round trip	\$225
Labor - 2 persons, 8 hours travel, 12 hours training and 4 hours preparation	\$2,880
Class Materials - 75 students	\$750
TCLEOSE Reporting Fee - 3 classes	\$75
Total	\$4,674

NCTCOG EMISSIONS ENFORCEMENT TRAINING COURSE EXPENSE GUIDELINES	
Item	Amount
Lodging - per person rates to be consistent with Texas Comptroller	Up to \$115.00/day
Meals – per person rates to be consistent with Texas Comptroller	Up to \$71.00/day
Mileage - rates to be consistent with Texas Comptroller	\$0.50/mile
Labor - The labor per hour is only an estimate; NCTCOG will bill the County the actual amount after the completion of the course(s).	\$60.00/hour
Class Materials	\$10.00/student
Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) Reporting Fee for continuing education hours	\$25.00/class

Budget Adjustment: 21219

Fyr _ Budget Type: 2010-Reg

Author: 33 - RYDEN, LORETTA

Created: 5/6/2010 3:29:51 PM

PBO Category: Discussion

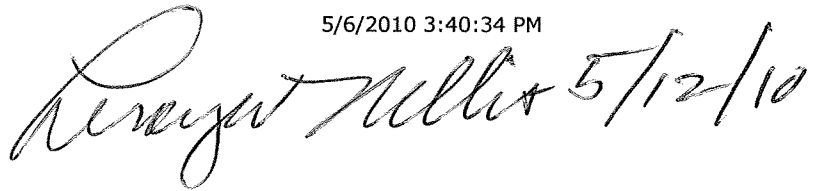
Court Date: Tuesday, May 18 2010

Dept: CONSTABLE 3

Just: CommCodeRq

From Account	Acct Desc	Project	Proj Desc	Amount
001-3302-568-0712	POPS SALARIES			5,000
				5,000
To Account		Project		Amount
001-3302-568-6504	TRAINING & SEMINARS			5,000
				5,000

Approvals	Dept	Approved By	Date Approved
Originator	33	LORETTA RYDEN	5/6/2010 3:40:34 PM
DepOffice	33	LORETTA RYDEN	5/6/2010 3:40:34 PM



5/12/10

Travis County Commissioners Court

**May 4, 2010,
Item 16**

View captioned video.

Number 16 is to consider and take appropriate action on request to use the local initiative program grant on a pilot program to identify vehicles that have a counter fit state inspection.

>> for the record, my name is adele noel. This program is to consider using the local initiative projects grant to fund a program to identify and take appropriate action on programs. It's estimated 20 percent of all vehicles on the road have a or fake emission certificate. With the austin area being so close to nonattainment and with epa lowering the standard and with the amount of money that travis county residents spent on this program, it's imperative that we take actions to make sure this program is being used appropriately, the emissions maintenance program. There are two corrections on the promise summary. I almost forgot. The dollar amount has slightly changed due to adding an extra training program. The total funding for the program will be \$172,179, and 43 000 would be the county match. And this is to add a third training class for law enforcement officers.

>> how will the county match be done? We will use county facilities for the training for this program, the rental of the building and setup for the training will be the match for that training program. It will be an in kind donation. The rest of the match for this program will be the officers salaries and what the travis county pays for fringe benefits. There won't be anything coming out of the county budget.

>> so the salaries and fringe benefits are already budgeted.

>> yes.

>> if the officers spend time on this program, we would be able to take whatever salaries and fringe benefits are associated with that time, charge it against the grant, or user it as a local match basically.

>> the fringe benefits is a match. Their salaries the grant reimburses us for. The actual officers time used on this program.

>> no new money from the county.

>> correct.

>> commissioner?

>> i guess after the thorough training that will take place for the officers who will be involved in this particular new program, with all of that put in plates, how long would --in place, how long would it be, if the court decides to go in this direction, to am brace this particular program to move forward, all the moving parts coming together, in essence, to move forward.

>> immediately after the training is competed each officer will have access to the database which will allow them to more easily identify a counter feit or fake certificate. Within an hour of completing the training.

>> so they are ready to get out in the field and enforce to identify the counter feit situations.

>> that is correct.

>> do we know how many officers will be involved in this endeavor?

>> there will be 20 officers from the sheriffs's department and approximately 13 from the constable.

>> 33 tote can you repeat that--

>> can you repeat that, adele?

>> there will be 20 officers from the sheriffs department and 13 from the constable.

>> do we know which constables?

>> in the backup material, the slot numbers or employee i.d.s are identified.

>> okay.

>> and more offers can be added to the program as it progresses if each department sees appropriate and court approves.

>> my concern, if we look at this, it's kind of all encompassing as far as looking the a the bottom line. That is to look at vehicles that may be operating out there with counterfeit certificates of inspection. And we are now embarked on a pretty tough situation with the air emission situation we're dealing with right now as far as maybe getting into a nonattainment scat us status. My question is if travis county is doing, is going in this direction, we are caught in with other adjacentant counties. If we are looking at overall emissions, let's face it, the air quality and the air has no, you know, there's no such thing as borders. It moves all over the place. So i guess my concern is who else, what other counties would be aggressive involved in this? It's more of like a regional approach to make sure we get a good handle on some of the air emissions situations here.

>> williamson county is also looking to do a similar program in their county as well. This grant is available only to counties that already have an emissions inspection program, which williamson and travis county are the only two in central texas that have voluntarily entered in an agreement to do the emissions testing.

>> commissioner davis, i'd like to add also that we received some preliminary information that austin police department is going to initiate a similar program.

>> so apd is thinking about, the city of austin--

>> i characterize it as preliminary indications.

>> so they may be joining also in this effort, apd.

>> yes.

>> city of austin, rather.

>> yes.

>> i also might add that any vehicle in travis county whether from an outlying county or not, is eligible to be pulled over. The database we use is a statewide database. People from williamson or any other county, our own county, do not have legitimate tags, can be tagged.

>> that is where i pose the question. You know, as far as borders that don't respect as far as pollution, air pollution does in the respect borders and that is why i brought up the other thing

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about other counties. When we really look at this overall picture as far as reducing our harmful air emissions from vehicles, of course there is a lot of contributing factors other than the folks that reside in travis county. So of course we are looking as far as travis and also williamson county. But it just kind of will be good i guess if other counties would also be involved with this because we have a regional approach when it comes to epa stuff. You know, they look at all of us. That is what i'm kind of concerned about.

>> i think behind it also is not so much the vehicle and the vehicle owner who have a falsified tag but those who are producing them. It's a criminal activity that is also at heart of this program.

>> right, right.

>> producing and selling.

>> very true. I wanted to bring that portion out too about the inspection phase of it.

>> commissioner eckhardt.

>> i had a couple of questions with regard to the total grant award is \$443,186.

>> that is correct.

>> over how long?

>> currently our grant ends on august 31 of this year.

>> uh-huh.

>> tceq has verbally told me that they will extend the grant. It's just a matter of getting the amendment to us. The money will roll over for the following year after that. But currently, and this is why we are only using a portion of the money. This is the amount that we could use up until august 31, 2010.

>> i see.

>> we can amend this during the year between now and then if we need to add funds to it.

>> so do the apd efforts come out of the same grant?

>> that would be up to the court to decide. We could do an interlocal and give them some of these funds, or we could leave it all here for the county.

>> with regard to, i think this is a wonderful program that shows promise in being able to create the type of database or enrich the type of database that will make it possible for us to track back to the producers. With regard to detective work in tracking back to the producers, does this grant cover our costs with regard to that detective work?

>> yes, it does.

>> okay.

>> and our access to ned, are there any prerequisites? I know that we have currently access to ned. Will we have continued access to ned?

>> yes, the net cogis committed to making this work statewide. They are looking to not just expand ned and having us use it but harris county and the whole houston area is looking to

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joining the program as well. They say they will grant us access to it. If we wish to change any of the database, the face, the front screen, to make it easier for offices, they are willing to do that as well at no additional charge.

>> is there any charge to our access to ned?

>> there is no charge the only requirement is that we reimburse them for the training for them coming here, which has been allocated here in the budget for that.

>> okay. With regard to the state money, and we can do this now, we have all the authority to do this sort of initiative right now whether we get state money or not. Correct?

>> correct.

>> what i'd like to know, one thing i do get a little concerned about, i do want to continue to put focus on the detective work necessary to track back to the producers because i do get concerned that this will be, you know, sweeps and parking lots will be additional fines and fees on folks who couldn't afford to get a new car and therefore couldn't afford to get the inspection on their old car and therefore get their license yanked ultimately because they don't show up for jail. You see where i'm going with this. So much of a cut does the state get on the fines that are levied?

>> i want to back up and say another requirement of using ned is that we signed a user agreement saying that the passwords will only be used for law enforcement purposes and we will not disclose for public use. It's a pretty brief agreement that we agree to. Secondly, information about air check texas, drive a clean machine or the lilac program will be given out to people found to have a counterfeit certificate to help them come into . \$57 of the fine goes back to the state. However, if an individual does come into compliance with the vehicle, it does pass the inspection within 60 days, the fine is reduced considerably. It's less than \$50. I want to say it's a \$20 fine if they get it fixed within 60 day.

>> is that statutory or at the discretion of the prosecutor? That is what is being currently done right now.

>> so sounds like it's at the discretion of the prosecutor. Again, i think that this is a program that shows tremendous potential to track back to the producers and really improve our air. I think it also, i think we must stress that detective work. Otherwise it also has the potential to go the way of some of our driving law license sus suspended for failure to have insurance issues where we have a lot of folks who are in a financial pickle getting popped for basically a poverty crime. But i'm very appreciative of the program. If the state keeps funding the lirap program then we have the ability to. Folks--to help folks not just punish. I appreciate that.

>> mr. Preist.

>> thank you, judge, morris priest. I want to say most of this is stemming from the driver responsibility program and tex dot transportation code as well as the transportation whether codes or we see most of these people being stopped for offenses are not in possessing of counter fitsticker, they have possessing a stolen sticker or one that has been altered. So it's a very low percentage of counterfeit. Basically if travis county hadn't signed on, williamson and counties like hays that didn't sign on to emissions, we surely didn't accomplish anything as far as emissions. You saw all the legislation we had with that when travis county signed on and they raise the inspection sticker whatever it was, \$12, you saw all these signs showing up in all the mechanic shops about where you can go and get help, funding to buy a new car or to buy a used car. Or if you couldn't make your payments on fixing your car. This is just another thing like pass through financing now the county is building state roads. And now the county sheriffs are being asked to step into the purview of the department of public safety. And the department of public safety tells me that every funding program they have ever done has costs them more money, normally twice as much money the first year. In other words, any program that you sign on to such as this you will be spending more money. Then eventually

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they will get no funding. Yet you will still be required to do this program just like we are required to do the inspection stickers. Most of this, future, in fact, the documentation is already there if you want to research it. You can check with the tex registry or department of public safety would probably be a better place or tex dot, you will have another program come in with licensing. To combat counter feit licensing and another program for registration on the vehicle and another program and all these will be back to back and you will see them. Another program with insurance. We already know that police offices, certain vehicles and jurisdictions they have cars where you can tell if you have all these things and basically it's just a tracking and tracing grid. And so you are going to see all these things. At the same time the county when it does its transportation funding is going to look at local options so they will think it's really no big deal the raise the driver as license \$10 or the vehicle inspection or any other thing that you may choose for a local option funding source. But then you are going to find out that dps has been asking for years ago \$70 increase on the driver's license and now talking about one hundred and two hundred. With all these other programs we will have the county put a \$10 fee on some inspection stickers that covers some trans takes program and then you will find that dps or driver's license will be coming right behind that adding another fee. Basically this is just a failed transportation policy, funding policy that has run amuck and has gun into every area --gone into every area and basically is not a situation that the county should be in. This is really just a situation that we're being, having the life sucked out of us by our government.

>> thank you mr. Priest. Mr. Refer seed.

>> well, if he had something directly to say to that?

>> this is your opportunity to give comments.

>> i'm sorry. Just a follow-up. About a point made earlier. On the persecution of violators. That do fake tag production that points to other crimes potentially. I'm wondering is there a follow through procedure for when you find somebody who has created this, even though it maybe doesn't happen all the time. Somebody who has gone to the effort of creating this fake thing to get an i --away with this other crime. Does that not lead to other things like insurance and drunk driving, are those given passes for anybody? Is there anybody given a pass on this is month i question am --is my question. I understand that--

>> is there an answer to the do you question? Do you know?

>> i don't understand the question.

>> sorks --sorry, i was trying to get. My understanding of truth on the road, certain individuals if they don't have insurance or caught drunk driving, my golly, if they don't have papers they just let them go. I'm wondering if that is the case, if that is planned. If everybody is going to be nailed if they don't have the right tags, is everybody going to have to pay for that? Are there passes given on that that you know of?

>> i think you are talking about enforcement discretion kinds of things.

>> yes.

>> i think that would be better for law enforcement official to answer.

>> here we have major claire.

>> all right.

>> certainly that is an officer discretion issue. As i see this program evolving we would have to have discretion because we have to be able to prove that they knew that that sticker on their vehicle was in fact counterfeit. I actually ena person --actually envision a person can go

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into one of these sites with a car these not going to meet standards and they wouldn't know it. The owner of the shop might take pity on them or whatever and give them a fake sticker without them even knowing it. So we are going to have to be very careful how we enforce this. Certainly informing the person that their sticker is fictitious is the first step.

>> major claire, let me ask you.

>> are you done mr. Refer seed?

>> yes, thank you.

>> thank you. Commissioner.

>> with regard to the detective follow-up work on that type scenario that you lay out, is our access to ned, i could envision, let me throw this out and see if this is realistic, by being able to load up information regarding that fictitious inspection sticker, although no charge was levied against that individual, would that possibly help our jurisdiction or other participating jurisdictions track it back to the manufacturer?

>> certainly we would be able to then focus in on locations that tests keep coming up on the radar, as it were. It's my plan for the sheriffs department to.

>> turn the microphone on, please.

>> it's my plan for the sheriffs department to actually focus some special efforts with the money that we receive back in overtime funds. My detectives are quite taxed already. I have had some initial concern about the investigative end of this. I don't think it's fiscally responsible for us to spend overtime we haven't already known that we are going to need this year. But i think we also have a duty to investigate what we find and not simply give citations and think that the state is going to be able do that. They are taxed as well. We do have a plan to do follow-up and work these places if they are in travis county. If they are not in travis county that information through the database will be forwarded out to those locations.

>> i really appreciate it.

>> uh-huh.

>> i have quo questions--i have two questions. One is how will we know whether the program has been successful or not 12 months from now?

>> we can use ned to do a reporting, to find out the number of citations that have been issued, the number of vehicles that have been sited for counterfeit or fake emission certificates. We can go back in using ned to find out if those vehicles have indeed acquired a valid inspection certificate. The goal of the program is compliance with air quality rules and regulations. Not necessarily enforcement.

>> we could do that. Will we?

>> yes, we will.

>> so that is part of the program.

>> yes.

>> okay.

>> another part of the program we are looking into developing a web page where individuals

could send in their license plate number and we would check it the make sure that their certificate on their vehicle is valid.

>> does dallas generate that information periodically?

>> which information? They update ned.

>> performance related information.

>> yes, we send them a request and they can do it.

>> but when we do our own, we'll generate our own data or do we depend on them?

>> we depend upon them. They are the owners of the database.

>> they will do that free of charge.

>> yes, sir.

>> okay, dallas county owns the database.

>> north central texas.

>> yes.

>> owns the database.

>> yes.

>> but the data is generated by the state of texas.

>> it's a combination from the state of texas using gps information for their database and ned cogdeveloped the database based upon that information and information from tceq and put it all into one.

>> any more questions or comments?

>> i had one morphine comment--more, final comment.

>> commissioner davis and ms. Web.

>> law enforcement will be chosen to pursue this particular program, the training that they will have to have to make sure they are familiar with the database. Twenty from the sheriffs department and 13 from the constables office. My concern is when citations are issued to the individuals that have the certification issue from both of these different departments, what exists now as far as citations form, ticket per se, any indication on the ticket that show exactly what this particular violation was for, the tracking mechanism so maybe be able to get the kind of measurements, standard column made available to the offices, the law enforcement that are out dealing with this program. What kind of citation is available now on that. And does it have to be reform mated or is it form mated to take care of the situation at hand?

>> are you talking about the citations we use now?

>> yes.

>> we already have a charge in the system for a fictitious inspection sticker.

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>> okay.

>> those things have been happening for years.

>> i'm saying on your end but the constable's end. In other words are both law enforcements using the same citation form.

>> stacy?

>> stacy sights, chief deputy precinct 3.

>> yes, sir.

>> we have been currently tracking all our citations in excel program, and we can pull it up. I can have you report this afternoon if you like.

>> ed to.

>> i wanted to know if it existed. If not we have to be sure both law enforcement agencies are reporting the same report so we will have legible data at some point in this particular program. You all both are using it on your citation that you issue. That i was my main concern.

>> yes, sir.

>> mr. Weber, you were about to make a comment yes, sir.

>> yes, sir. We have been focusing on the immunitive aspect of people knowingly or willingly disobeying this law. I wanted to point out that this is also a consumer protection program from the standpoint of someone purchasing a used car, they have the tools available to them. As adele started to talk about, we are going to develop a website so that people can enter their data and find out, is that sticker on that used car something that is valid. So that someone who purchases a vehicle doesn't find out when they are pulled over or maybe the next year they get by and go to the emissions shop and it won't pass the emissions and they are saddled with that kind of a financial hardship. So i think that is one of the goals of this program too, is to get that awareness level higher about what vehicles need to do to operate in this day and age when you are facing things like ozone nonattainment.

>> if i'm driving a used car with a fictitious sticker and an officer calls that to my attention, i know where i got the car. And i can tell the officer that.

>> certainly.

>> and that won't necessarily lead directly to the generator of the fictitious sticker, but i guess there should be a chain there of some sort that ultimately will lead us to the wrong doer.

>> right, because we would actually initiate a report that would be an investigation.

>> if we approve this today, we will be operational when?

>> hopefully by june 1 we can start training our officers on may 25 and the 26th in this classes on how to use ned.

>> okay. And it will be also, the rest of the training can be taken on how it can be finished up at a later date very quickly.

>> okay, may i request a report every 90 days for the first year? Let's see how it's coming?

That way key can evaluate.

>> actually, i need to back up. I forgot one important step in this process. We will be up and operational as soon as tceq signs off on our project summary, which is attached as backup for the judge's signature. We send that to tceq and they send it back and we have access to the grant funds. We can start the program as soon as the training is done.

>> if we approve today our county judge needs to sign this immediately.

>> okay.

>> anymore discussion?

>> move approval.

>> i do have one thing.

>> okay.

>> i would like to give you an idea of at the sheriffs office. I don't want you to get an impression. When they do a normal traffic stop this will be a step they include in the encounter. There may be times where they see a car involved in a situation, in a fight or parking lot, we're simply adding another step into the officer's regular duties. I just wanted to make sure the court was clear on that. I don't have a lot of extra time my guys are going to be running around looking for stickers.

>> .

>> judge, you did give me a chance. I did have a follow through on that question that wasn't quite answered about the officers. Is there or is there not a policy to, for the sake of saving officers time, to not hassle with illegal aliens for drunk driving or for insurance problems?

>> no, we don't have policy on that.

>> all right, thanks.

>> move approval.

>> second.

>> anymore discussion? All in favor. That passes by unanimous vote. Thank you all very much.

>> thank you for your explanation.

The Closed Caption log for this Commissioners Court agenda item is provided by Travis County Internet Services. Since this file is derived from the Closed Captions created during live cablecasts, there are occasional spelling and grammatical errors. This Closed Caption log is not an official record the Commissioners Court Meeting and cannot be relied on for official purposes. For official records please contact the County Clerk at (512) 854-4722.

Last Modified: Tuesday, May 4, 2010 1:50 PM

Your comments and suggestions are always welcome, or you may contact the Webmaster directly.

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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	Reimbursement Resolution - Real Estate
(\$325,000)	Facilities	12/22/09	Reimbursement Resolution - Real Estate
(\$25,000)	TNR	3/23/10	Envision Central Texas
(\$20,000)	Facilities	3/23/10	Reimbursement Resolution-Due Diligence Insp
(\$250,000)	Facilities	3/30/10	Reimbursement Res.- 700 Lavaca Bldg
(\$485,009)	Facilities	3/30/10	Construction/FFE/ITS/moves for HHS Lease
(\$11,177)	Facilities	3/30/10	New HHS lease for one month
(\$43,497)	Purchasing	4/6/10	FTE - Purchasing Agent IV
(\$1,200)	Purchasing	4/6/10	FTE - Office Equip, Furn & Supp
(\$29,771)	PBO	4/13/10	Reimbursement Resolution - Broadus Mod.6
\$11,375	HHS	4/16/10	Canceled Purchase Orders
(\$93,565)	County Attorney	4/27/10	New Atty. & Legal Secretary/Land Use Issues
(\$42,907)	General Administration	4/27/10	Waller Creek TIF
\$99,688	Various Dept.	4/22/2010	Canceled Purchase Orders
-\$32,055	Gen. Admin	5/4/2010	Bond Issuance Cost
\$1,940	Various Dept.	5/3/2010	Canceled Purchase Orders
\$914	TNR	5/3/2010	Canceled Purchase Orders
-\$32,055	Gen. Admin	5/4/2010	Bond Issuance Cost
\$2,001,908	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)

\$270,220 Remaining Allocated Reserve Balance After Possible Future Expenditures

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
(\$2,403)	ITS	4/6/10	Office Equip, Furn & Supp - Purchasing FTE
(\$357)	ITS	4/6/10	Educ,Com, Eq & Supp - Purchasing FTE
\$394,653 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)	

\$299,153 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	Reimbursement Resolution-Computer Equip.
(\$50,000)	Tax	12/15/09	Reimbursement Resolution - Web Browser Software
(\$2,264,000)	Facilities	12/15/09	Reimbursement Resolution - AHU/HVAC upgrades at Gault and EOB
(\$7,189,337)	EMS	2/23/10	Reimbursement Resolution - purchase & completion of new SF aircraft and 2 aircraft contracts
(\$735,000)	Facilities	4/6/10	Reimbursement Resolution - Airport Blvd. Property Purchase
\$31,412,524 Current Reserve Balance			

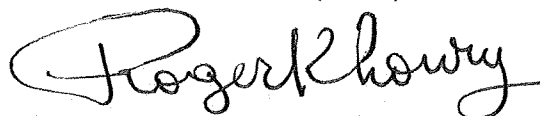
2

Travis County Commissioners Court Agenda Request

Voting Session May 18, 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 \$576,874.07, for the period of April 30, 2010 to May 6, 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)

2010 MAY 11 AM 9:32
RECEIVED
COUNTY JUDGE'S OFFICE

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: May 18, 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: April 30, 2010 to May 6, 2010

REIMBURSEMENT REQUESTED
FOR THIS PERIOD: \$576,874.07

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 \$576,874.07.

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
APRIL 30, 2010 TO MAY 6, 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.

DATE: May 18, 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: April 30, 2010
TO: May 6, 2010

REIMBURSEMENT REQUESTED: \$ 576,874.07

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,570,937.13
bank withdrawal correction	\$ (2,850.00)
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: May 11, 2010	\$ (991,213.23)
Adjust to balance per UHC	\$ 0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 576,874.07
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 576,874.07

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 \$72,832.36) 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 (\$82,293.42) 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.

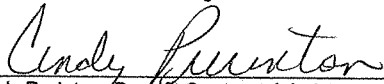
All claims have been reviewed to determine if they have exceeded the \$175,000 stop loss limit. For claims that have exceeded the limit, it has been verified that UHC has complied with the contract. This week credits for stop loss and other reimbursements totaled \$34,414.98.

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

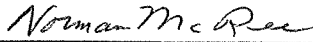
I certify that all data listed on this recommendation for transfer of funds is correct and that the payments shown have been made solely for the purpose of health insurance claims.

 5-10-10

Dan Mansour, Risk Manager Date

 5/10/10

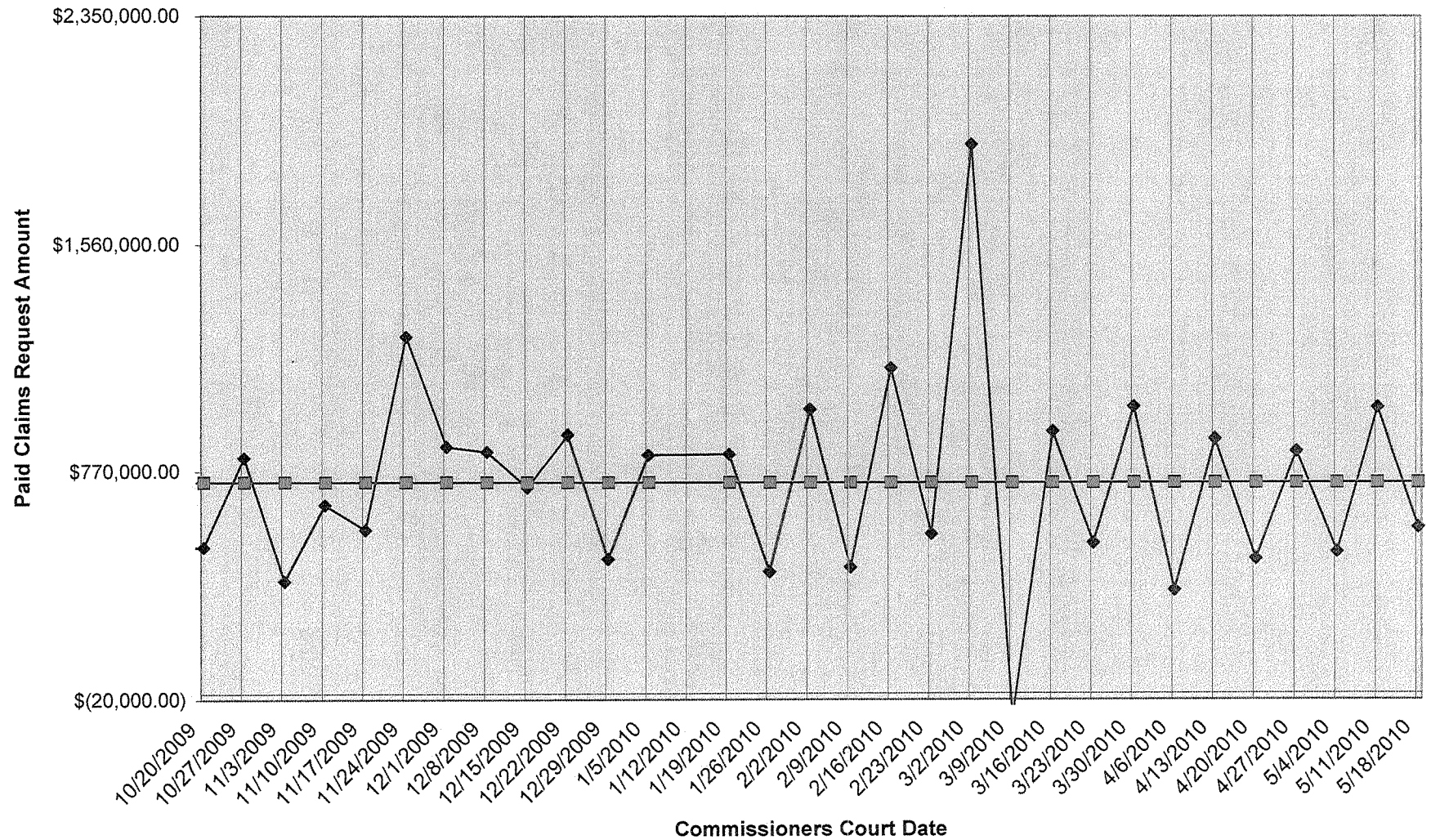
Cindy Purinton, Benefit Contract Administrator Date

 5/10/10

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
12/25/09-12/31/09	1/12/2010	\$ 570,023.00	\$ 734,960.88	2	\$ 74,273.56
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
3/5/10-3/11/10	3/23/2010	\$ 522,919.47	\$ 734,960.88	1	\$ 54,720.32
3/12/10-3/18/10	3/30/2010	\$ 993,708.79	\$ 734,960.88	4	\$ 122,081.44
3/18/10-3/25/10	4/6/2010	\$ 358,684.00	\$ 734,960.88	0	\$ -
3/26/10-4/1/10	4/13/2010	\$ 882,871.37	\$ 734,960.88	3	\$ 122,334.64
4/2/10-4/8/10	4/20/2010	\$ 466,721.73	\$ 734,960.88	1	\$ 34,670.68
4/9/10-4/15/10	4/27/2010	\$ 841,261.29	\$ 734,960.88	2	\$ 54,607.82
4/16/10-4/22/10	5/4/2010	\$ 491,330.89	\$ 734,960.88	0	\$ -
4/23/10-4/29/10	5/11/2010	\$ 991,213.23	\$ 734,960.88	3	\$ 146,388.40
4/30/10-5/6/10	5/18/2010	\$ 576,874.07	\$ 734,960.88	2	\$ 72,832.36
	Paid and Budgeted Claims - to date	\$ 22,569,545.46	\$ 22,783,827.28		
	Amount of Difference from Budget		\$ (214,281.82)		
	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: 5/7/2010 4:54 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: 2010-05-07 REQUEST AMOUNT: \$1,570,937.13

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: 2010-05-06 \$473,535.29
 - REQUIRED BALANCE TO BE MAINTAINED: \$1,938,718.00
 + PRIOR DAY REQUEST: \$00.00

= UNDER DEPOSIT: \$1,465,182.71

+ CURRENT DAY NET CHARGE: \$105,754.42
 + FUNDING ADJUSTMENTS: \$00.00

REQUEST AMOUNT: \$1,570,937.13

ACTIVITY FOR WORK DAY: 2010-04-30

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$177,516.28	\$00.00	\$177,516.28
TOTAL:	\$177,516.28	\$00.00	\$177,516.28

ACTIVITY FOR WORK DAY: 2010-05-03

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$157,896.30	\$00.00	\$157,896.30

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2010_05_06

CONTR_NBR	PLN_ID	TRANS_AMT	SRS_DESG_NBR	CHK_NBR	GRP_ID	CLM_ACCT_NBR	ISS_DT	TRANS_TYP_CD	TRANS_DT	WK_END_DT
701254	632	0.59	OB	3777449	AE	5	4/26/2010	54MA	5/6/2010	5/6/2010
701254	632	0.36	UZ	57857710	AA	5	4/23/2010	20	5/4/2010	5/6/2010
701254	632	0.16	UZ	57859580	A	3	4/23/2010	20	5/4/2010	5/6/2010
701254	632	0.02	RI	1886480	AE	8	5/3/2010	100	5/5/2010	5/6/2010
701254	632	0.01	RI	1886470	AE	9	5/3/2010	100	5/5/2010	5/6/2010
701254	632	0.01	RI	1886540	AH	8	5/3/2010	100	5/5/2010	5/6/2010
701254	632	0.01	RI	1886530	AH	1	5/3/2010	100	5/5/2010	5/6/2010
701254	632	0.01	RI	1886590	AH	1	5/3/2010	100	5/5/2010	5/6/2010
701254	632	-2.84	RG	73227100	AI	11	5/1/2010	50	5/7/2010	5/6/2010
701254	632	-63.16	NN	SSN0000C	AL	0	5/3/2010	600	5/7/2010	5/6/2010
701254	632	-106.51	UT	70232720	AI	16	5/1/2010	50	5/7/2010	5/6/2010
701254	632	-114.75	RG	56674670	AH	4	4/28/2010	50	5/4/2010	5/6/2010
701254	632	-132.24	UX	14710650	AH	1	5/4/2009	50	5/5/2010	5/6/2010
701254	632	-220.08	RG	34489400	AH	6	5/1/2010	50	5/7/2010	5/6/2010
701254	632	-430.88	UZ	5350530	AH	1	1/27/2010	50	5/6/2010	5/6/2010
701254	632	-658.38	RG	71735990	AH	7	5/1/2010	50	5/7/2010	5/6/2010
701254	632	-664.64	RC	59947070	AI	11	5/1/2010	50	5/7/2010	5/6/2010
701254	632	-2664.5	NN	SSN0000C	AL	0	4/29/2010	600	5/5/2010	5/6/2010
701254	632	-29357	NN	SSN0000C	AL	0	4/30/2010	600	5/6/2010	5/6/2010

576,874.07

Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 05/06/2010

<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>
----------------	------------------	------------	--------------	------------	------------------------	-----------------	-----------------------	-------------------

Total: \$0.00

Travis County - Hospital and Self Insurance Fund (526)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 5/6/2010

TYPE	MEMBER TYPE	TRANS_AMT
CEPO		
	EE	
	526-1145-522.45-28	58,912.14
	RR	
	526-1145-522.45-29	2,856.71
Total CEPO		\$61,768.85
EPO		
	EE	
	526-1145-522.45-20	121,417.41
	RR	
	526-1145-522.45-21	7,456.13
Total EPO		\$128,873.54
PPO		
	EE	
	526-1145-522.45-25	365,182.67
	RR	
	526-1145-522.45-26	21,049.01
Total PPO		\$386,231.68
Grand Total		\$576,874.07

3

Travis County Commissioners Court Agenda Request

Voting Session 5/18/10
(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

- A. Routine Personnel Actions
- B. Non-Routine Personnel Action

Request from Commissioner Precinct 1 for Salary Adjustment according to Travis County Code § 10.03002

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

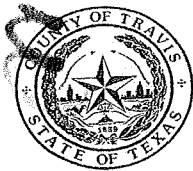
II. Additional Information

- 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.

Ron Davis, Commissioner Precinct 1, Phone # 854-9111
Tracey Calloway, Interim Director, HRMD Phone # 854-9170
Todd L. Osburn, Compensation Manager, HRMD Phone # 854-2744

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

May 18, 2010

ITEM # :

DATE: May 7, 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.

A. Routine Personnel Actions – Pages 2 – 3.

B. Non-Routine Personnel Action – Pages 4 – 7.

Commissioner Precinct 1 requests approval for salary adjustment that exceeds 10% above midpoint - Travis County Code § 10.03002, Slot 2, Executive Asst – Elctd Official, PG 18. HRMD has reviewed supporting documentation; PBO has confirmed sufficient funds.

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
District Atty	38	Attorney III**	24 / Minimum / \$62,086.34	24 / Minimum / \$62,086.34
Juvenile Probation	8	Attorney I**	21 / Minimum / \$50,667.76	21 / Minimum / \$50,667.76
Juvenile Probation	201	Office Asst	8 / Level 4 / \$23,545.60	8 / Level 4 / \$23,545.60
Juvenile Probation	553	Enforcement Officer I	14 / Level 4 / \$35,339.20	14 / Level 4 / \$35,339.20
Juvenile Probation	600	Juvenile Detention Ofcr I**	12 / Level 3 / \$30,056.00	12 / Level 3 / \$30,056.00
Sheriff	1664	Security Coord	12 / Level 5 / \$31,699.20	12 / Level 5 / \$31,699.20
Sheriff	1665	Security Coord	12 / Level 6 / \$32,531.20	12 / Level 6 / \$32,531.20
* 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	20359	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20522	Elec Clk – Operations Clk III	10 / \$14.00	10 / \$14.00	02
Fac Mgmt	20020	Groundskeeper	7 / \$10.00	7 / \$10.00	02
Fac Mgmt	20025	Groundskeeper	7 / \$10.00	7 / \$10.00	02
HHS	50250	Interpreter Sign Lang VI	26 / \$45.00	26 / \$45.00	05
JP Pct 5	20003	Court Clerk Asst	11 / \$12.39	11 / \$12.39	02
Juvenile Probation	50139	Juvenile Res Trt Ofcr Asst	11 / \$12.39	11 / \$12.39	05
**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

TEMPORARY PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Salary	Dept. (To)	Slot – Position Title – Salary	Comments
Constable 2	Slot 50010 / Office Asst / Grd 8 / \$11.00	Constable 2	Slot 50010 / Office Asst / Grd 8 / \$13.61	Hourly rate change.

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Comm Pct 1	Slot 4 / Executive Asst – Elctd Official / Grd 18 / \$49,939.13	Comm Pct 1	Slot 3 / Executive Asst – Elctd Official / Grd 18 / \$49,939.13	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Comm Pct 1	Slot 60001 / Executive Asst* / Grd 16 / \$36,121.07	Comm Pct 1	Slot 4 / Executive Asst* / Grd 16 / \$36,121.07	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Juvenile Probation	Slot 482 / Juvenile Res Trt Ofcr Sr / Grd 15 / \$36,763.37	Juvenile Probation	Slot 442 / Juvenile Res Trt Ofcr Sr / Grd 15 / \$36,763.37	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
TNR	Slot 300 / Road Maint Supv / Grd 15 / \$50,646.54	TNR	Slot 30 / Road Maint Mgr / Grd 18 / \$53,178.86	Promotion. Pay is between midpoint and max of pay grade.
* Actual vs Authorized				

FY 10 TEMPORARY SLOT STATUS CODE CONVERSION FROM TEMPORARY EMPLOYEES "02" TO PROJECT WORKERS "05"		
Dept.	Slot	Actual Position Title
Criminal Courts	50032	Court Bailiff

SECTION B. NON-ROUTINE PERSONNEL ACTION

NON-ROUTINE – Salary Adjustment				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Comm Pct 1	Slot 2 / Executive Asst – Elctd Official / Grd 18 / \$56,940.03	Comm Pct 1	Slot 2 / Executive Asst – Elctd Official / Grd 18 / \$58,140.03	Salary adjustment. Pay is greater than 10% above midpoint, Travis County Code § 10.03002.

**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



HRMD

Human Resources Management Department

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

MEMORANDUM

DATE: May 7, 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 El Khoury, Director, Facilities Management

FROM: Tracey Calloway, Interim Director HRMD

SUBJECT: Precinct 1 Non-Routine Salary Adjustment, Slot 2

HRMD requests Commissioners Court to discuss and consider the following action.

Precinct 1 Office's Request:

The Office of County Commissioner, Precinct 1 requests approval to increase the current salary of one Executive Assistant – Elected Official in the amount of \$1,200.00. The proposed salary adjustment is 2.11%. The employee is currently more than 10% above midpoint, and the increase would put the employee closer to, but short of, the range maximum. The salary adjustment would apply to the following slot:

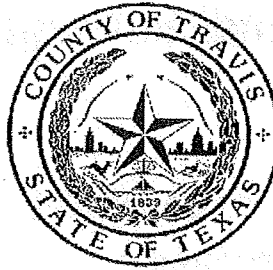
<u>Slot #</u>	<u>From</u>	<u>To</u>
2	\$56,940.03	\$58,140.03

Policy

Travis County Code §10.03002(b) states that existing employees may be moved along a pay range with permanent salary savings at the manager's discretion. Movement greater than 10% above midpoint requires Commissioners Court approval.

Recommendation

HRMD recommends approval of the proposed salary adjustment. Precinct 1's request facilitates retention of a key employee and is consistent with the intent of the referenced policy. Planning and Budget Office (PBO) has confirmed funding.



To: Todd Osburn
Manager, Compensation

From: Ron Davis, Commissioner
Precinct 1

A handwritten signature in black ink, appearing to read "Ron Davis", is written over the text "Commissioner" and "Precinct 1".

Date: May 3, 2010

SUBJECT: Non-Routine Personnel Action

Please find attached for your review and consideration the non-routine salary increase for slot 2 in my office.

This increase is warranted due to shifting responsibilities as a result of changes in recent organizational assignments and personnel.

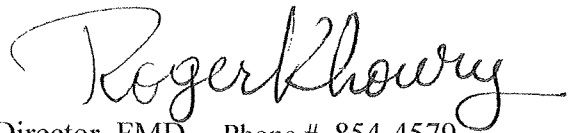
I am requesting a salary increase of \$1200 from a salary of \$56940.03 to a new salary of \$58,140.03 for a 2% salary increase.

I have verified permanent salary savings with Mr. Derryberry in PBO and am requesting this salary change as of May 16th, 2010.

Please contact me if I can assist you further with verifying this much needed increase.

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

4

Voting Session: May 18, 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 on request from the Juventud Misionera Youth Group for return of their deposit of \$562.00 for an event that was planned to be held at the Exposition Center.

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:

Amy Draper, CPA, Sr. Financial Analyst, Facilities Management Department (4-9040)
Michael Norton, Exposition Center Director, Facilities Management Department (4-4900)

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

_____ Contract, Agreement, Policy & Procedure

10 MAY 11 AM 9:32

RECEIVED
COUNTY JUDGE'S OFFICE



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: Exposition Center

FILE: 101

TO: Members of the Commissioners Court

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

DATE: May 10, 2010

SUBJECT: Exposition Center – Request for Return of Deposit
Juventud Misionera Youth Group

Proposed Motion:

Consider and take appropriate action on request from the Juventud Misionera Youth Group for return of their deposit of \$562.00 for an event that was planned to be held at the Exposition Center.

Summary and Staff Recommendation:

Sister Maria G. Medina, Spiritual Director for the Juventud Misionera Youth Group sent a letter dated April 19, 2010 requesting that the Exposition Center refund their deposit in the amount of \$562.00. They paid the deposit in January 2010 for their event which was to be held on July 31, 2010. The event and contract were canceled in April 2010 when the plans for the event were revised. This is a church supported initiative with limited resources. Facilities Management Department (FMD) recommends approval of the refund of the full deposit.

Budgetary and Fiscal Impact:

FY 10 Budget impact: Loss of deposit - \$562.00.

Background:

The request at Exhibit One provides additional information regarding the event and the request for refund of the deposit. Cristo Rey Catholic Church and the Juventud Misionera Youth Group are non-profit organizations.

Required Authorizations:

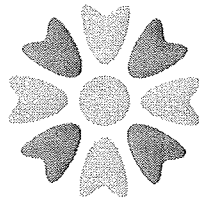
Legal: N/A

Budget: N/A

Purchasing: N/A

Exhibit:

1. Sister Medina's letter, dated 4/19/10



IGLESIA CATÓLICA
CRISTO REY
CATHOLIC CHURCH
» Tu Casa «

TRAVIS COUNTY - FMD
RECEIVED

APR 21 2010

INITIAL _____

COPY

April 19, 2010

Mr. Michael Norton
Travis County Exposition Center
P. O. Box 1748
Austin, Texas 78767-1748

Dear Mr. Norton,

Juventud Misionera Youth Group had signed a contract with Travis County Exposition Center and had paid the deposit of \$ 562.00 in the month of January 2010.

We had to cancel the contract in the month of April 2010 as our plans changed. We are submitting this request to refund the deposit. We are aware of the contract regulations; but we are asking for an exception in our case. We are a church and our finances are limited.

The event was to take place on July 31, 2010.

We would appreciate your understanding and your support in this matter.

God bless you!

Sister María G. Medina, F.M.A.
Sister María G. Medina, F.M.A.
Spiritual Director

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

5

Voting Session: MAY 18, 2010

- I. A. Request made by: DANNY HOBBY, EXECUTIVE MANAGER, EMERGENCY SERVICES
Phone #: 854-4416
(Elected Official/Appointed Official/Executive Manager/County Attorney)
- B. Requested topic: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING ORDER TO ADOPT THE 2009 INTERNATIONAL FIRE CODE (IFC) FOR UNINCORPORATED TRAVIS COUNTY, EFFECTIVE JUNE 1, 2010.
- C. Approved by: _____
Signature of Commissioner or Judge
- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:
- _____

- III. Required Authorizations: Please check if applicable.
- Planning and Budget Office (854-9106)
____ Additional funding for any department or for any purpose
____ Transfer of existing funds within or between any line item
____ Grant
- Human Resources Department (854-9165)
____ Change in your department's personnel (reorganization, restructuring etc.)
- Purchasing Office (854-9700)
____ Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (854-9415)
____ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
10 MAY 12 AM 11:13

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

TRAVIS COUNTY FIRE MARSHAL'S OFFICE


5555 AIRPORT BLVD., SUITE 400, AUSTIN, TEXAS 78751
P. O. BOX 1748, AUSTIN, TEXAS 78767
(512) 854-4621, FAX (512) 854-6471



MEMORANDUM

To: Travis County Commissioners Court

Through: Danny Hobby, Executive Manager, Emergency Services

From: Hershel Lee, Travis County Fire Marshal 

Date: May 10, 2010

Subject: Adoption of 2009 International Fire Code (IFC)

On April 27, 2010 we presented information regarding the adoption of 2009 International Fire Code as Travis County Fire Code.

In the interest of giving the public notice of our intention to adopt a newer version of our fire code, the Fire Marshal's Office has:

1. Sent the information to our Board of Review
2. Posted the proposed adopting order and proposed local amendments on our website
3. Sent the proposed adopting order and proposed amendments to the Austin/San Antonio Chapter of Society of Fire Protection Engineers
4. We have notified many of our previous applicants for permits, through email, of our proposal to move forward into the 2009 International Fire Code.

We have received approximately ten requests for copies of our proposed amendments. The information was provided to each requestor.

We have not received any feedback other than the requests for information.

ESD 2 plans to adopt IFC 2009 in June 2010.
ESD 3/9 adopted 2009 IFC in March 2010.
ESD 6 plans to adopt 2009 IFC in May or June 2010.
City of Austin is in the process of adopting 2009 IFC.

Please let us know if we can provide any additional information or assistance in this matter.

TRAVIS COUNTY FIRE MARSHAL'S OFFICE

5555 AIRPORT BLVD., SUITE 400, AUSTIN, TEXAS 78751
P. O. Box 1748, AUSTIN, TEXAS 78767
(512) 854-4621, FAX (512) 854-6471



MEMORANDUM

To: Travis County Commissioners Court

Through: Danny Hobby, Executive Manager, Emergency Services

From: Hershel Lee, Travis County Fire Marshal

Date: April 18, 2010

Subject: Adoption of 2009 International Fire Code (IFC)

Travis County Commissioners Court adopted Travis County Fire Code Chapter 71 for unincorporated Travis County in February 2005. The code adopted as Travis County Fire Code was the 2003 International Fire Code with local amendments. The Local Government Code allows counties to adopt later editions of its code as time passes. This memorandum is to request the Commissioners Court to adopt the 2009 International Fire Code (IFC) for unincorporated Travis County.

The International Code Council publishes newer versions of its codes on a three year cycle. Since Travis County adopted the 2003 International Fire Code, the International Code Council has published the 2006 and 2009 version of the International Fire Code. Each newer version takes into account new technology, new building materials, new construction methods and lessons learned from past experience.

Some of the significant changes between our current 2003 IFC and 2009 IFC are:

1. Mandated fire safety plans, evacuation plans, fire drills and record keeping for large Group B Occupancies. The Granger Building is an example of a structure that will be affected by this requirement.
2. Interior finish requirements are much more stringent for assembly occupancies.
3. Assembly occupancies with an occupant load of 100 that serve food or alcohol now require a fire sprinkler system. The previous threshold was 300.
4. A chapter has been added for Marinas. This chapter includes a requirement for a manual standpipe system for marinas and boatyards along with other fire and life safety requirements.
5. A chapter has been added for Existing Buildings. Experience gained from past fire events across the United States have shown that the danger to life is very significant in some types of buildings. Buildings over 75 feet in height, residential occupancies with more than 20 units or three stories in height and institutional occupancies are examples of Existing Buildings that would be affected by this chapter. This chapter

addresses the need for occupant/tenant notification of a fire event by installation of a fire alarm, firefighter control of elevators and in some cases the retroactive installation of automatic fire sprinkler systems.

We do not know of any buildings in unincorporated Travis County where we are the "Authority Having Jurisdiction" that the Existing Building chapter will affect. We recommend adoption of the chapter because of life safety concerns should any such buildings be found in unincorporated Travis County. Section 4601.4.3 grants the Fire Code Official authority to determine time frames for required changes/modifications and to extend those time frames when just cause is shown for an extension.

In addition to the changes mentioned above, there are numerous administrative changes, added definitions, changes to amounts of hazardous materials allowed in specific areas, etc. throughout the 2009 IFC versus the 2003 IFC.

The 2003 International Fire Code has served unincorporated Travis County well, but the Travis County Fire Marshal's management staff, along with Emergency Services, believes it is time to move on to a more recent version of International Fire Code. The City of Austin, ESD 2, ESD 3/9 and ESD 6 have either adopted 2009 International Fire Code or have plans to adopt it in the near future.

Please let us know if we can provide any additional information or assistance in this matter.

ORDER OF
TRAVIS COUNTY COMMISSIONERS COURT
AMENDING CHAPTER 71 FIRE CODE
OF TRAVIS COUNTY CODE

STATE OF TEXAS §
COUNTY OF TRAVIS §

RECITALS

Texas Local Government Code, Chapter 233 authorizes counties to adopt a fire code and the regulations necessary to administer and enforce it, including requiring building permits.

In February, 2005, the Commissioners Court adopted the International Fire Code 2003 revised to address the limits on county authority in Texas. This code:

- requires permits for the construction of commercial establishments and public buildings in Unincorporated Travis County, Texas,
- governs the safe-guarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices and from conditions hazardous to life or property in the occupancy of buildings and premises in Unincorporated Travis County and
- provides for the issuance of permits and collection of fees.

Since 2003, there have been advances in the technology of fire prevention and newer methods of construction that require different approaches to fire prevention. These have been addressed in the International Fire Code 2009, the most recent version of this code published by the International Code Council.

The Commissioners Court has considered the proposed revised code. Pursuant to its authority under Tex. Loc. Gov't Code, §233.062(d) and based on the improvements in the International Fire Code 2009, the Commissioners Court deems it appropriate to adopt it as the fire code for Unincorporated Travis County, Texas for all construction and Substantial Improvements to Buildings, including changes of occupancy classifications, after the approval of this order because it is in the best interest of the general public to adopt these new standards to protect its health, safety, welfare and property.

With the adoption of this order, the Commissioners Court intends that

(1) Subchapters A, B and C of the Fire Code which were adopted on February 1, 2005 remain effective for the following:

- (a) Improvements to any building for which the final permit for construction was issued by County between February 1, 2005 and the date of this order that are not Substantial Improvements;
- (b) Improvements to any Building for which ground was broken between

February 1, 2005 and the date of this order that are not Substantial Improvements,

(c) Improvements to any building that was moved into or within Unincorporated Travis County between February 1, 2005 and the date of this order that are not Substantial Improvements.

(2) Subchapters D and E of the Fire Code which being adopted in this order are effective on the date of this order for the following:

(a) Any building for which the final permit for construction is issued by County or for which ground is broken after this amendment of this chapter, whichever is earlier,

(b) Any building for which the final permit for construction of a Substantial Improvement is issued by County or for which the first materials for a Substantial Improvement were added to the original property after this amendment of this chapter if no ground was broken, whichever is earlier, or

(c) Any building that is moved into or within Unincorporated Travis County after this amendment of this chapter.

The fee schedule adopted in this order is based on the type of building proposed and reflects the amount necessary to cover the cost of administering and enforcing this chapter.

ORDER

Pursuant to Chapter 233 of the Texas Local Government Code and sections 1.0051 and 1.0052 of the Travis County Code, the Commissioners Court orders the following:

1. Chapter 71, Fire Code, including Table 71-A Fees, is added to the Travis County Code in the form attached to this order.

Date of Order: _____

TRAVIS COUNTY COMMISSIONERS COURT

Samuel T. Biscoe, County Judge

Ron Davis
Commissioner, Precinct 1

Sarah Eckhardt
Commissioner, Precinct 2

Karen Huber
Commissioner, Precinct 3

Margaret Gómez
Commissioner, Precinct 4

Chapter 71. Fire Code

Subchapter A. General Provisions

§ 71.001 Authority

- (a) The Commissioners Court acting in its capacity as the governing body of Travis County, Texas adopts this chapter.
- (b) Travis County adopts this chapter under the authority of TEX. LOC. GOV'T CODE ANN., ch. 233 (Vernon Supp. 2010).

§ 71.002 Purpose

- (a) The purpose of this chapter is to protect and promote the public health, safety, and welfare of the residents of Travis County by requiring Permits for the construction of Commercial Establishments and Public Buildings in Unincorporated Travis County and to impose standards to protect the property of the general public.
- (b) This chapter establishes minimum standards for construction of Commercial Establishments, Public Buildings, and multifamily residential dwellings consisting of more than three units in Unincorporated Travis County.
- (c) Fire safety in the operation and use of buildings and structures after construction, whether or not the construction was subject to this chapter, is enforceable by the Fire Marshal independent of this chapter in accordance with applicable law including the Fire Marshal's independent authority to inspect for the presence of fire and life safety hazards and order their correction under TEX. LOC. GOV'T CODE, chapter 352. It is intended that this authority be retained to the fullest extent that the law authorizes. This chapter is not intended to limit the statutory authority of the Fire Marshal in any way.
- (d) This chapter is not intended to repeal, abrogate or impair any existing laws, regulations, easements, covenants or deed restrictions. Except as provided in this chapter, where this chapter and other legal requirements conflict or overlap, whichever imposes the more stringent restriction prevails.

§ 71.003 Definitions

In this entire chapter and the applicable Fire Code:

- (a) "2003 Fire Code" means the codes and standards in the attached document, known as the *International Fire Code, 2003 Edition*, including Appendix Chapters B, C, D, E, F, and G,

as published by the International Code Council, except for the portions deleted, modified or amended by § 71.024.

- (b) "2009 Fire Code" means the codes and standards in the attached document, known as the *International Fire Code, 2009 Edition*, including Appendix Chapters B, C, D, E, F, G, H, I and J, as published by the International Code Council, except for the portions deleted, modified or amended by § 71.044.
- (c) "Applicant" means any *person* who is listed on an application for a Building Permit or a System permit in compliance with subsections § 71.951 (1) (4), or (5) or their designee.
- (d) "Building" includes a Commercial Establishment, Public Building or multifamily building consisting of more than three units.
- (e) "Building Permit" means the written authority to commence construction in a manner that complies with this Chapter and the applicable Fire Code to the extent that compliance with them has not been varied and in a manner that is consistent with any variance of the requirements of this chapter and the applicable Fire Code that has been granted by Commissioners Court.
- (f) "Commissioners Court" means the Commissioners Court of Travis County, Texas.
- (g) "County Attorney" means the County Attorney of Travis County, Texas.
- (h) "County Clerk" means the County Clerk of Travis County, Texas.
- (i) "Fire Marshal" means the Fire Marshal of Travis County, Texas or his duly authorized representative.
- (j) "Person" means any natural person, trust, estate, partnership, limited partnership, association, company or corporation.
- (k) "Public Building" means any structure
 - (1) That is open to the public during normal business hours or
 - (2) To which there is public access as a result of the possession, use, or the nature of the property, without regard to whether access is for business, pleasure, religious worship, the gratification of curiosity or similar purposes, and
 - (3) Includes all structures made open by the occupation of them as government buildings, public schools, taverns, inns, or in any other way.
- (l) "System" means a fire alarm, fire extinguishing, or smoke control system.
- (m) "Unincorporated Travis County" means all of the areas of Travis County, Texas except for the areas within the boundaries of the incorporated cities and towns in Travis County, Texas.

§ 71.004 Area of Jurisdiction

- (a) This chapter applies to Unincorporated Travis County.
- (b) This chapter also applies to those incorporated cities or towns or villages that have adopted this chapter and executed cooperative agreements with Travis County, Texas, for their enforcement.

§ 71.005 Duties and Powers of Fire Marshal

- (a) The Fire Marshal's Office shall enforce Subchapter B. 2003 Fire Code and Subchapter C. 2009 Fire Code. The Fire Marshal's Office shall be operated under the supervision of the Commissioners Court.
- (b) The Fire Marshal shall have the authority of and functions as:
 - (1) The *Fire Code Official* serving Travis County, Texas, and
 - (2) The Fire Chief serving Travis County, Texas.
- (c) The Commissioners Court shall appoint the Fire Marshal on the basis of his or her qualifications.
- (d) The Fire Marshal shall recommend to the Commissioners Court that it employ technical inspectors, who, when approval of the positions is made, shall be selected based on their fitness for the position.
- (e) The Fire Marshal's Office has the authority of and functions as the *Fire Code Official* and the Fire Chief for Travis County, Texas.
- (f) The County Clerk and the Fire Marshal shall each maintain a complete copy of this chapter in their offices for the use of and review by the general public. A complete copy of this chapter includes a copy of the applicable Fire Codes with all appendix chapters incorporated in them by this chapter.

§ 71.006 Adoption of Fire Code

Solely for the purpose of prescribing regulations governing conditions hazardous to life and property from fire, hazardous material, or explosion in Unincorporated Travis County, the Commissioners Court adopts each and all of the regulations, provisions, conditions, and terms of the following Fire Codes:

(1) The 2003 Fire Code as amended in § 71.024 which is added to the Travis County Code as a portion of Chapter 71 Subchapter B. Copies of the 2003 Fire Code are filed with this chapter in the offices of the County Clerk and the Fire Marshal. From February 1, 2005, the provisions of the 2003 Fire Code shall be controlling within Unincorporated Travis County insofar as they establish safety and equipment standards for Commercial Establishments and Public Buildings in Unincorporated Travis County for which a Building Permit was required between February 1, 2005 and May 31, 2010 inclusive unless a Substantial Improvement has been made after May 31, 2010.

(2) The 2009 Fire Code as amended in § 71.044 which is added to the Travis County Code as a portion of Chapter 71 Subchapter C. Copies of the 2009 Fire Code are filed with this chapter in the offices of the County Clerk and the Fire Marshal. From June 1, 2010, the provisions of the 2009 Fire Code shall be controlling within Unincorporated Travis County insofar as they establish safety and equipment standards for the construction or erection of a Building or a Substantial Improvement to a Building in Unincorporated Travis County on or after June 1, 2010.

§ 71.007 Building and System Permits Required

- (a) Any Building for which a Building Permit is required for its erection or construction in Unincorporated Travis County on or after June 1, 2010 must be constructed in accordance with the standards propounded for that type of structure in Subchapter C. 2009 Fire Code.
- (b) Any Substantial Improvement to a Building in Unincorporated Travis County on or after June 1, 2010 must be done in accordance with the standards propounded for that type of structure in Subchapter C. 2009 Fire Code.
- (c) Any Commercial Establishment or Public Building for which a Building Permit was required in Unincorporated Travis County between February 1, 2005 and May 31, 2010 inclusive must be maintained in accordance with the standards propounded for that type of structure in Subchapter B. 2003 Fire Code.
- (d) Any Improvement that is not a Substantial Improvement done to a Commercial Establishment or Public Building for which a Building Permit was required in Unincorporated Travis County between February 1, 2005 and May 31, 2010 inclusive must be done in accordance with the standards propounded for that type of structure or use in Subchapter B. 2003 Fire Code.
- (e) A *Person* may not construct a Commercial Establishment or Public Building or multifamily residential dwelling consisting of more than three units in Unincorporated Travis County unless a Building Permit and System permits are issued for it in compliance with Subchapter C. 2009 Fire Code of this chapter.
- (f) A *Person* may not make a Substantial Improvement to a Building for use as a Commercial Establishment or Public Building or multifamily residential dwelling consisting of more

than three units in Unincorporated Travis County unless a Building Permit and System permits are issued for it in compliance with Subchapter C. 2009 Fire Code of this chapter.

- (g) Any Improvement that is not a Substantial Improvement done to a Building for which a Building Permit was required in Unincorporated Travis County on or after June 1, 2010 must be done in accordance with the standards propounded for that type of structure or use in Subchapter C. 2009 Fire Code.
- (h) A Building Permit issued under this chapter must specify the Systems that the Building must have and the Applicant must obtain a System permit for each required System.

§ 71.008 Establishment of Board of Review and its Duties and Powers

- (a) There shall be a Board of Review to review of recommendations, decisions or determinations made by the Fire Marshal about the application and interpretation of this chapter and the applicable Fire Code in reviewing Building Permit applications for modifications of the requirements of the applicable *International Fire Code*. The Board of Review is hereby created.
- (b) The Commissioners Court appoints the members of the Board of Review. The members of the Board of Review must be qualified by experience and training to pass on matters pertaining to hazards of fire, explosions, hazardous condition or fire protections systems and are not employees of County. The members of the board shall consist of five members having the following qualifications:
 - (1) One member shall be a practicing design professional registered in the practice of engineering or architecture in Texas.
 - (2) One member shall be a qualified engineer, technologist, technician or safety professional trained in fire protection engineering, fire science or fire technology. This representative may be fire protection contractors and certified technicians engaged in fire protections system design.
 - (3) One member shall be a registered industrial or chemical engineer, certified hygienist, certified safety professional, certified hazardous materials manager or comparably qualified specialist experienced in chemical process safety or industrial safety.
 - (4) One member shall be a contractor regularly engaged in the construction, alteration, maintenance, repair or remodeling of buildings or building services and systems regulated by this chapter.
 - (5) One member shall be a representative of business or industry not represented by a member from the other categories of board members described in this section.

- (c) Members serve without remuneration or compensation, and may be removed from office before the end of their appointed terms only for cause.
- (d) Members are appointed for terms of four years. Members shall not be reappointed to serve more than two consecutive full terms. Of the first members appointed, two shall be appointed for a 1 year term, two shall be appointed for a 2 year term, and one shall be appointed for a 3 year term years.
- (e) Commissioners Court fills vacancies for the remainder of the unexpired term in the categories in which original appointments are to be made. Members appointed to fill a vacancy in an unexpired term are eligible for reappointment to two full terms.
- (f) Members may be removed from the board of review before the end of their terms only for cause. Continued absence of any member from meetings of the board, at the discretion of the Commissioners Court, may render that member liable to immediate removal from the board.
- (g) Three members of the board constitute a quorum. In recommending a variance in the application of any provisions of this chapter or the applicable Fire Code or in modifying an recommendation of the Fire Marshal, affirmative votes of at least three members are required.
- (h) The Fire Marshal is an ex officio member of the board without a vote on any matter before it. The Fire Marshal acts as secretary of the board and shall keep a detailed record of all its proceedings, which shall set forth the reasons for its decisions, the vote of each member, the absence of a member and any failure of a member to vote.
- (i) The board shall meet as needed to review recommendations of the Fire Marshal about variances and denials of Building Permits. The board of review is authorized to hear evidence from applicants and the Fire Marshal pertaining to the application and intent of this chapter and the applicable Fire Code for the purpose of making recommendations pursuant to these provisions. The board has no authority to waive any requirement of this chapter or the applicable Fire Code.
- (j) Members with a material financial interest in a matter before the board shall declare that interest and refrain from participating in discussions, deliberations, and voting on these matters.
- (k) Every decision of the Board of Review shall be included in the materials provided to Commissioners Court when the application for Building Permit is considered by Commissioners Court. These decisions shall be open to public inspection. A copy shall be sent by mail to the applicant.

§ 71.009 Exemptions from Compliance with this Chapter

This chapter does not apply to the following operations and they do not have to comply with any procedure to verify the applicability of this exemption:

- (1) An industrial facility that has a fire brigade that conforms to requirements of the Occupational Health and Safety Administration.

(2) A building on which construction began before February 1, 2005 unless a Substantial Improvement has been made to it on or after June 1, 2010 or it was Substantially enlarged, altered, repaired, moved or converted between February 1, 2005 and May 31, 2010 and "construction" is deemed to begin on the date that ground is broken for a building, or if no ground is broken, on the date that the first materials are added to the original property.

§ 71.010 Notice

Any notice that must be given under this chapter must be in writing. The notice is deemed to be given immediately if delivered in person to the *person* required to receive it. The notice is deemed to be given on the third day after mailing if it is placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to Travis County Fire Marshal, at P. O. Box 1748, Austin, Texas 78767 for the Fire Marshal or addressed in accordance with the information given in an application for the Applicant.

§ 71.011 Construction, Precedents, and Interpretation

- (a) This chapter shall be construed liberally to accomplish its purpose. Where no applicable standards are stated in this chapter or contained in other laws, codes, regulations, ordinances or orders adopted by Commissioners Court, compliance with applicable standards of the National Fire Protection Association or other nationally recognized fire safety standards approved by the Fire Marshal shall be deemed as prima facie evidence of compliance with the intent of this chapter. Nothing in this chapter derogates from the authority of the Fire Marshal to determine compliance with standards for these activities or installations within Unincorporated Travis County. Requirements that are essential for the public safety of a building or structure, or for the safety of the occupants of a building or for the general public which are not specifically provided for by this chapter shall be determined by the Fire Marshal.
- (b) This chapter does not legalize any activity that is prohibited under the Penal Code or any other state law. If there is any conflict between this chapter and a state law, a rule adopted under a state law, or a municipal ordinance, the stricter of the two provisions prevails.
- (c) Headings and titles at the beginning of the various sections of this chapter have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this chapter.
- (d) When any period of time is stated in this chapter, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday, or a day declared a holiday for County employees, the period is extended to include the next day that is not a Saturday, Sunday, or that holiday.

- (e) If any portion of this chapter or its application to any *person* or circumstance is held invalid or unconstitutional for any reason, that decision shall not affect the validity or constitutionality of the remaining portion of this chapter. The Commissioners Court declares that it would have passed this chapter, and adopted each section, clause or phrase of it, independent of the elimination from it of any portion that may be declared invalid or unconstitutional. The provisions of this chapter are declared to be severable.
- (f) This chapter shall not be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing under any act or order repealed by this order or this Fire Code and any just or legal right or remedy of any character shall not be lost, impaired or affected by this order.
- (g) The Commissioners Court shall resolve any question regarding any interpretation of this chapter.

§ 71.012 Effective Date

- (a) Section 109 of the 2003 Fire Code is effective May 1, 2005.
- (b) Subchapter B. 2003 Fire Code and the rules, regulations, provisions, requirements, and matters established and adopted by them are effective on February 1, 2005.
- (c) Subchapter C. 2009 Fire Code and the rules, regulations, provisions, requirements, and matters established and adopted by them are effective on June 1, 2010.

[Sections 71.013 through 71.020 reserved for expansion]

Subchapter B. Buildings Constructed and Substantially Changed February 1, 2005 through May 31, 2010

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§ 71.021 Limits of Applicability

Subchapter B of this chapter applies to and remains effective for any Commercial Establishment or Public Building for which a Building Permit was required for its erection or construction or for it to be substantially enlarged, altered, repaired or moved in Unincorporated Travis County between February 1, 2005 and May 31, 2010 inclusive unless a Substantial Improvement has been made on or after June 1, 2010.

§ 71.022 Definitions

In §71.009, this subchapter B., and the 2003 Fire Code:

- (a) "Commercial Establishment" means any place in which any phase of commercial or business activity occurs but does not include the following:

(1) places operated as a multifamily dwelling such as apartment houses, lodging houses, or congregate residences accommodating 10 persons or fewer, or

(2) private garages, carports, sheds or agricultural buildings.

(b) "Existing Building" means any of the following:

(1) Any building for which the final permit for construction is issued by County or for which ground is broken after the adoption of this chapter, whichever is earlier,

(2) Any building for which the final permit for construction of an enlargement, alteration, repair, or conversion is issued by County or for which the first materials were added to the original property after the adoption of this chapter if no ground was broken, whichever is earlier, or

(3) Any building that is moved into or within Unincorporated Travis County after the adoption of this chapter.

(c) "Substantially" means that the cost of enlarging, altering, or repairing the structure is equal to or more than 50% of the most recent appraised value of the structure as determined by the Travis County Appraisal District or the area in the portion of the structure being converted is equal to or more than 50% of the total area of the structure based on its external dimensions.

§ 71.023 Incorporation of Defined Words and Phrases

If a word or phrase is defined in the 2003 Fire Code, the definitions in that code apply to that word or phrase when it is used in this subchapter unless otherwise defined in § 71.003 or §71.022.

§ 71.024 Amendments to the 2003 *International Fire Code*

The 2003 Fire Code is amended in the following respects:

(1) Section 101.1 is revised as follows:

101.1 Title. These regulations shall be known as the *Fire Code of Travis County*, hereinafter referred to as the 2003 code in this subchapter and "this code" in the 2003 Fire Code.

(2) Section 102.1 is revised as follows:

102.1 Construction and design provisions. The construction and design provisions of this code shall apply to:

1. Structures, facilities, and conditions arising after the effective date of this code;

2. Existing structures and facilities that are substantially enlarged, substantially altered, substantially repaired, moved, removed, demolished, or substantially converted for use as a Commercial Establishment or a Public Building in Unincorporated Travis County after the effective date of this code.

(3) Section 102.2 is revised as follows:

102.2 Administrative, operational, and maintenance provisions.

The administrative, operational, and maintenance provisions of this code shall apply to:

1. Structures, facilities, and conditions arising after the effective date of this code;
2. Existing structures and facilities that are substantially enlarged, substantially altered, substantially repaired, moved, removed, demolished, or substantially converted for use as a Commercial Establishment or a Public Building in Unincorporated Travis County after the effective date of this code.

(4) Subsection 102.3 is deleted.

(5) Section 102.4 is revised as follows:

102.4 Application of other codes. The design and construction of Existing Buildings shall comply with this code and other codes as applicable.

(6) Subsection 102.5 is deleted.

(7) Subsection 103.2 is deleted.

(8) Subsection 103.4 is deleted.

(9) Subsection 103.4.1 is deleted.

(10) Section 108 is deleted in full.

(11) Subsection 109.3 is revised as follows:

109.3 Violation penalties. *Persons* who violate a provision of this code or fail to comply with the requirements of it or who erect, install, alter, repair or do work in violation of the approved construction documents or directive of the *fire code official* or of a Building Permit or certificate used under the provisions of this code shall be subject to injunctive relief and civil penalties not to exceed \$200 for each day on which the violation exists.

(12) Subsection 111.4 is revised as follows:

111.4 Failure to comply. Any *person* who continues any work after having been served with a stop work order, except such work as that *person* is directed to perform to remove a violation or unsafe condition, shall be subject

to injunctive relief and civil penalties not to exceed \$200 for each day on which the violation exists.

- (13) Subsection 201.4 is revised as follows:

201.4 –Terms not defined. Where terms are not defined through this order or the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies. *Merriam Webster's Collegiate Dictionary, 11th Edition*, shall be considered as providing ordinarily accepted meanings.

- (14) In Section 202, the definition for Fire Chief is as follows:

FIRE CHIEF. The chief fire marshal serving the jurisdiction of Unincorporated Travis County.

- (15) In Section 202 **OCCUPANCY CLASSIFICATION**, the paragraphs under the title **[B] Residential Group R** are retained for definitional purposes but no provisions of this code apply to the occupancy classifications described in R-3 or R-4 and the list of examples in **[B] Miscellaneous Group U** is revised to exclude private garages, carports, sheds, barns, grain silos, greenhouses, livestock shelters, stables, and agricultural buildings.

- (16) Subsection 307.2.1 is revised as follows:

307.2.1 Authorization. All outdoor burning shall be done in accordance with Texas Outdoor Burning Rule Title 30 Texas Administrative Code (30 TAC) Sections 111.201 through 111.221. If a conflict should arise between this code and the Texas Outdoor Burning Rule Title 30 Texas Administrative Code (30 TAC) Sections 111.201 through 111.221, then the more stringent rule shall apply. Where required by state or local law or regulations, open burning shall only be permitted with prior approval from the state or local air and water quality management authority, provided that all conditions specified in the authorization are followed.

- (17) Subsection 307.3 is revised as follows:

307.3 Location. The location for open burning shall not be less than 50 feet (15249 mm) from any structure, and provisions shall be made to prevent the fire from spreading to within 50 feet (15249 mm) of any structure.

Exceptions: Fires in approved containers that are not less than 25 feet (7622 mm) from a structure.

- (18) Subsection 408.10 and all of its subsections are deleted.

- (19) Subsection 804.1.1 is revised as follows:

804.1.1 Restricted occupancies. Natural cut trees shall be prohibited in Group A, E, I-1, I-2, I-3, I-4, and R-1 occupancies.

(20) Subsection 805 is revised as follows:

805.1 General. In occupancies of Groups A, E, I, and R-1 curtains, draperies, hangings and other decorative materials suspended from walls or ceilings shall be flame resistant in accordance with section 805.2 and NFPA 701 or be noncombustible.

In groups I-1 and I-2, combustible decorations shall be flame retardant unless the decorations, such as photographs and paintings are of such limited quantities that a hazard of fire development or spread is not present. In Group I-3, combustible decorations are prohibited.

(21) Table 806.3 is revised to remove the lines for Groups R-3, and R-4.

(22) Subsection 903.2.7 is revised as follows:

903.2.7 Group R. An automatic sprinkler system installed in accordance with section 903.3 shall be provided throughout all buildings with a Group R-1 and R-2 fire area.

(23) Subsection 903.2.10 is revised as follows:

903.2.10 All occupancies except Group R-3, R-4 and U. An automatic sprinkler system installed in the locations set forth in section 903.2.10.1 through 903.2.10.3

Exception: Groups R-3, R-4 and U.

(24) In Subsection 906.1 number 1 is revised as follows:

In all Group A, B, E, I, M, R-1, R-2 and S occupancies and in Group F and H occupancies that do not have a fire brigade that conforms to requirements of the Occupational Health and Safety Administration.

(25) In subsection 1018.2 number 2 is deleted.

(26) In Section 910.3.4 the exception is revised as follows:

Exception:

1. Areas of buildings or structures that are equipped with an automatic sprinkler system installed in accordance with Section 903.
2. Where areas of buildings are equipped with early suppression fast response (ESFR) sprinklers, draft curtains shall not be provided within these areas. Draft curtains shall only be provided at the separation between the ESFR sprinklers and the conventional sprinklers.

(27) Subsection 4003.1.1.1.2 is revised as follows:

4003.1.1.2 Group R occupancies. Class 4 liquid and solid oxidizers shall not be stored or used within Group R-1 and R-2 occupancies.

(28) In Appendix B subsection B105.1 is deleted.

(29) In Appendix C the exception to section C105.1 is revised as follows:

Exception: The chief fire marshal is authorized to accept a deficiency of up to 10 percent where existing fire hydrants provide all or a portion of the required fire hydrant service.

Regardless of the average spacing, fire hydrants shall be located such that all points on streets and access roads adjacent to a building are within the distances listed in Table C105.1

Fire hydrants shall be located within 300 feet of all portions of exterior walls, with a second hydrant within 500 feet. The measurement is taken around the perimeter of the building and down the fire apparatus access road to the hydrant. The measurement shall not be taken as a radius.

If a building is required to have an automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2, and a standpipe system installed in accordance with Section 905, a fire hydrant shall be located within 100 feet of the Fire Department Connection.

(30) In Appendix D the section D103.1 is revised as follows:

Access road width with a fire hydrant. Where a fire hydrant is located on a fire apparatus road, the minimum road width shall be 25 feet. (7925mm). See Figure D103.1.

Exception: Widths less than 25 feet as approved by the chief fire marshal.

(31) In Appendix D section D103.3 is revised as follows:

Turning radius: The minimum turning radius shall be a minimum of 25 feet inside and 50 feet outside.

Exception: Radius less than 25 feet inside or 50 feet outside as approved by the chief fire marshal.

(32) In Appendix D section D103.6 is revised as follows:

Signs. Where required by the *fire code official*, fire apparatus access roads shall be marked as follows: Where curb and guttering exists, all curbs of fire apparatus access roads shall be painted red and be conspicuously and legibly marked with the warning "FIRE LANE – TOW AWAY ZONE" in white letters at least three inches tall, at intervals not exceeding 35 feet.

Where no curb and guttering exists, fire apparatus access roads shall be marked with permanent FIRE LANE – TOW AWAY ZONE signs at intervals not exceeding 50 feet. Signs shall have a minimum dimension of 12 inches (305 mm) wide by 18 inches (457 mm) high and have red letters on a white

reflective background. Signs shall be posted on one or both sides of the fire apparatus road as required by Section D103.6.1 or D103.6.2.

(33) In Appendix D the exception to section D104.2 is revised as follows:

Exception: Projects having a gross building area of up to 124,000 square feet that have a single approved apparatus access road when all buildings are equipped throughout with approved automatic sprinkler systems or as approved by the fire chief when topography does not allow a secondary means of fire apparatus access.

[Sections 71.025 through 71.040 reserved for expansion]

Subchapter C. Buildings Constructed and Substantial Improvements After May 31, 2010

§ 71.041 Applicability of Subchapter C

Subchapter C of this chapter is effective for the following buildings:

- (a) Any building for which the final permit for construction is issued by County or for which the Beginning of Construction occurs on or after June 1, 2010, whichever is earlier,
- (b) Any building for which the final permit for a Substantial Improvement is issued by County or for which the Beginning of a Substantial Improvement occurs after May 31, 2010 if no ground is broken, whichever is earlier;
- (c) Any manufactured building or relocated structure that is placed on a foundation on the original property or moved into or within Unincorporated Travis County after May 31, 2010.

§ 71.042 Definitions

In § 71.007, this subchapter C., and the 2009 Fire Code:

- (a) "Beginning of Construction " means:
 - (1) the date on which ground is broken for a building, or
 - (2) if no ground is broken, the date on which the first of the following occurs:
 - (A) the first materials are added to the original property, or
 - (B) foundation pilings are installed on the original property, or
 - (C) a manufactured building or relocated structure is placed on a foundation on a foundation on the original property.

- (b) "Beginning of a Substantial Improvement" means the date on which:
 - (1) repair, restoration, reconstruction, improvement, or remodeling starts, or
 - (2) the change in occupancy classification starts, or
 - (3) materials are first delivered for any purpose in (1) or (2).
- (c) "Commercial Establishment" means any place in which any phase of commercial or business activity occurs but does not include the following:
 - (1) places operated as a multifamily residential dwelling consisting of less than four units, or
 - (2) private garages, carports, sheds or agricultural buildings.
- (d) "Substantial Improvement" means
 - (1) the repair, restoration, reconstruction, improvement or remodeling of a building for which the cost exceeds 50% of the building's value according to the certified tax appraisal roll for Travis County for the year preceding the year in which the work is begun; or
 - (2) a change in occupancy classification involving a change in the purpose or level of activity in a building, including the renovation of a warehouse into more than three loft apartments.

§ 71.043 Incorporation of Defined Words and Phrases

If a word or phrase is defined in the 2009 Fire Code, the definitions in that code apply to that word or phrase when it is used in this chapter unless otherwise defined in § 71.003 or 71.042.

§ 71.044 Amendments to the 2009 International Fire Code

The 2009 Fire Code is amended in the following respects:

- (1) Section 101.1 is revised as follows:
101.1 Title. These regulations shall be known as the *2009 Fire Code of Travis County*, hereinafter referred to as the "2009 code" in this subchapter and "this code" in the 2009 Fire Code.
- (2) Section 102.1 is revised as follows:
102.1 Construction and design provisions. The construction and design provisions of this code shall apply to:

1. Structures, facilities, and conditions arising after the effective date of the 2009 code;
2. Existing structures and facilities that are the subject of a Substantial Improvement as a Commercial Establishment or a Public Building or a multifamily residential building consisting of more than three units in Unincorporated Travis County after the effective date of the 2009 code.

(3) Section 102.2 is revised as follows:

102.2 Administrative, operational, and maintenance provisions.
The administrative, operational, and maintenance provisions of the 2009 code shall apply to:

1. Structures, facilities, and conditions arising after the effective date of the 2009 code;
2. Existing structures and facilities that are the subject of a Substantial Improvement as a Commercial Establishment or a Public Building or a multifamily residential dwelling consisting of more than three units in Unincorporated Travis County after the effective date of the 2009 code.

(4) Section 102.4 is revised as follows:

102.4 Application of other codes. The design and construction of Buildings shall comply with the 2009 code and other codes as applicable.

(5) Section 102.5 is deleted.

(6) Subsection 102.6 is deleted.

(7) Subsection 103.2 is deleted.

(8) Subsection 103.4 is deleted.

(9) Subsection 103.4.1 is deleted.

(10) Section 104.7.2 is revised as follows:

104.7.2 Technical Assistance. To determine the acceptability of technologies, processes, products, facilities, materials, and uses attending the design, operation or use of a building or premises subject to inspection by the *fire code official*, the *fire code official* is authorized to require the *owner* or agent to provide, without charge to the jurisdiction, a technical opinion and report. The opinion and report shall be prepared by a qualified engineer, specialist, laboratory or fire safety specialty organization acceptable to the *fire code official* and shall analyze the fire safety properties of the design, operation or use of the building or premises and the facilities and appurtenances situated thereon, to recommend necessary changes. The *fire code*

official is authorized to require design submittals to be prepared by, and bear the stamp of, a registered design professional. The *fire code official* is authorized to require that reports include a certification that the design, operation or use of the building or premises complies with applicable codes, including International Electrical Code, International Fuel Gas Code, International Mechanical Code, International Plumbing Code or Texas Accessibility Standards.

(8) Section 108 is deleted in full.

(9) Subsection 109.3 is revised as follows:

109.3 Violation penalties. *Persons* who violate a provision of the 2009 code or fail to comply with the requirements of it or who erect, install, alter, repair or do work in violation of the *approved construction documents* or directive of the *fire code official* or of a Building Permit or certificate used under the provisions of the 2009 code shall be subject to injunctive relief and civil penalties not to exceed \$200 for each day on which the violation exists.

(10) Subsection 111.4 is revised as follows:

111.4 Failure to comply. Any *person* who continues any work after having been served with a stop work order, except such work as that *person* is directed to perform to remove a violation or unsafe condition, shall be subject to injunctive relief and civil penalties not to exceed \$200 for each day on which the violation exists.

(11) Subsection 112.1 is revised as follows:

112.1 –Authority to disconnect service utilities. The *fire code official* shall have the authority to authorize disconnection of utility service to the building, structure or system in order to safely execute emergency operations or to eliminate an immediate hazard. The *fire code official* shall notify the serving utility and, whenever possible, the *owner* and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnection, the *owner* or occupant of the building, structure or service system shall be notified in writing as soon as practical thereafter.

(12) Subsection 201.4 is revised as follows:

201.4 –Terms not defined. Where terms are not defined through this order or the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies. *Merriam Webster's Collegiate Dictionary, 11th Edition*, shall be considered as providing ordinarily accepted meanings.

(13) In Section 202, the definition for Fire Chief is as follows:

FIRE CHIEF. The chief fire marshal serving the jurisdiction of Unincorporated Travis County.

(14) In Section 202 **OCCUPANCY CLASSIFICATION**,

- (A) The following occupancy group is inserted after the end of the description of group entitled **[B] Merchantile Group M** and before the beginning of the group entitled **Residential Group R**:

Quite Excluded Group Q Residential occupancies that have been excluded from county authority to establish a Fire Code are not governed by the order adopting the 2009 Fire Code, the 2009 Fire Code, the *International Building Code*, the *International Residential Code* or any other code, standard or regulation incorporated by reference into the 2009 Fire Code. Group Q includes all residential occupancies in multifamily residential buildings that consist of three or fewer units where the occupants are primarily permanent in nature, including

- Detached one- and two-family dwellings
- Multiple single family dwellings (townhouses) with three or fewer units in a single building
- Apartments with three or fewer units in a single building

- (B) The following paragraphs under the title **Residential Group R** are revised as follows:

R-2 Residential occupancies containing *sleeping units* or more than three *dwelling units* where the occupants are primarily permanent in nature, including:

- Apartment houses
- Boarding houses* (non-transient)
- Convents*
- Dormitories
- Fraternities and sororities
- Hotels (non-transient)
- Live/work units
- Monasteries
- Motels (non-transient)
- Vacation timeshare properties

Congregate living facilities with 16 or fewer occupants are permitted to comply with the construction requirements for Group R-3.

R-3 Residential occupancies where the occupants are primarily permanent in nature and not classified as Group Q, R-1, R-2, R-4 or I, including:

- Adult care facilities that provide accommodations for five or fewer *persons* of any age for less than 24 hours.

Child care facilities that provide accommodations for five or fewer persons of any age for less than 24 hours.
Congregate living facilities with 16 or fewer persons.

Adult care and child care facilities that are within a single-family home are permitted to comply with the *International Residential Code*.

R-4 Residential occupancies shall include buildings arranged for occupancy as residential care/assisted living facilities including more than five but not more than 16 occupants, excluding staff.

Group R-4 occupancies shall meet the requirements for construction as defined for Group R-3, except as otherwise provided for in this code or shall comply with the *International Residential Code*, provided the building is protected by an *automatic sprinkler system* installed in accordance with Section 903.2.8

(15) In Section 202 **OCCUPANCY CLASSIFICATION**, the list of examples in [B] **Miscellaneous Group U** is revised to exclude agricultural buildings, barns, carports, grain silos, greenhouses, livestock shelters, private garages, sheds, and stables.

(16) Subsection 307.2.1 is revised as follows:

307.2.1 Authorization. All outdoor burning shall be done in accordance with Texas Outdoor Burning Rule Title 30 Texas Administrative Code (30 TAC) Sections 111.201 through 111.221. If a conflict should arise between this code and the Texas Outdoor Burning Rule Title 30 Texas Administrative Code (30 TAC) Sections 111.201 through 111.221, then the more stringent rule shall apply. Where required by state or local law or regulations, open burning shall only be permitted with prior approval from the state or local air and water quality management authority, provided that all conditions specified in the authorization are followed.

(17) Subsection 307.4 is revised as follows:

307.4 Location. The location for open burning shall not be less than 50 feet (15249 mm) from any structure, and provisions shall be made to prevent the fire from spreading to within 50 feet (15249 mm) of any structure.

Exceptions: Fires in approved containers that are not less than 25 feet (7622 mm) from a structure.

(18) Subsection 403.2 is revised as follows:

403.2 Public safety plan. Where the *fire code official* determines that an indoor or outdoor gathering of persons has an adverse impact on public safety through diminished access to buildings, structures, fire hydrants and fire apparatus access roads or where such gatherings adversely affect public safety services of any kind,

the *fire code official* shall have the authority to order the development of, or prescribe a plan for, the provision of an *approved* level of public safety.

(19) In Subsection 906.1 number 1 is revised as follows:

1. In new and existing Group A, B, E, F, H, I, M, R-1, R-2 and S occupancies and in Group F and H occupancies that do not have a fire brigade that conforms to requirements of the Occupational Health and Safety Administration.

(20) Subsection 1007.1 is revised as follows:

1007.1 Accessible means of egress required. *Accessible means of egress* shall comply with this section. *Accessible means of egress* shall be provided with not less than one *accessible means of egress*. Where more than one *means of egress* are required by Section 1015.1 or 1021.1 from any *accessible* space, each *accessible* portion of the space shall be served by not less than two *accessible means of egress*. *Accessible means of egress* shall comply with both this section and the Architectural Barriers Act, Article 9102, of the Texas Civil Statutes (Texas Accessibility Standards or TAS). The *fire code official* is authorized to require the owner, applicant or agent to provide a technical report from a qualified *person* certifying TAS compliance.

(21) Subsections 4504.1 and 4504.2 are revised as follows:

4504.1 General. Piers, marinas and wharves with facilities for mooring and servicing vessels and marine motor fuel-dispensing facilities shall be equipped with fire protection equipment in accordance with the Travis County Fire Marshal Marina Fire Protection Standard.

4504.2 Standpipes. Piers, marinas and boatyards shall be equipped throughout with an approved standpipe system. Systems shall be provided with hose connections located such that no point on the marina, pier or float system exceeds 150 feet from a standpipe hose connection.

(22) In Appendix B subsection B105.1 is deleted.

(23) In Appendix C the exception to section C105.1 is revised as follows:

Exception: The *fire code official* is authorized to accept a deficiency of up to 10 percent where existing fire hydrants provide all or a portion of the required fire hydrant service.

Regardless of the average spacing, fire hydrants shall be located such that all points on streets and access roads adjacent to a building are within the distances listed in Table C105.1

Fire hydrants shall be located within 300 feet of all portions of exterior walls, with a second hydrant within 500 feet. The measurement is taken around the perimeter of the building and down the fire apparatus access road to the hydrant. The measurement shall not be taken as a radius.

If a building is required to have an *automatic sprinkler system* installed in accordance with Section 903.3.1.1 or 903.3.1.2, or a standpipe system installed in accordance with Section 905, or both a fire hydrant shall be located within 100 feet of the Fire Department Connection.

- (24) In Appendix D the section D103.1 is revised as follows:

Access road width with a fire hydrant. Where a fire hydrant is located on a fire apparatus road, the minimum road width shall be 25 feet (7925mm), exclusive of shoulders. See Figure D103.1.

Exception: Widths less than 25 feet as *approved by the fire code official*.

- (25) In Appendix D section D103.3 is revised as follows:

Turning radius: The minimum turning radius shall be a minimum of 25 feet inside and 50 feet outside.

Exception: Radius less than 25 feet inside or 50 feet outside as *approved by the fire code official*.

- (26) In Appendix D section D103.6 is revised as follows:

Signs. Where curb and guttering exists, all curbs of fire apparatus access roads shall be painted red and be conspicuously and legibly marked with the warning "FIRE LANE – TOW AWAY ZONE" in white letters at least three inches tall, at intervals not exceeding 35 feet.

Where no curb and guttering exists, fire apparatus access roads shall be marked with permanent FIRE LANE – TOW AWAY ZONE signs at intervals not exceeding 50 feet. Signs shall have a minimum dimension of 12 inches (305 mm) wide by 18 inches (457 mm) high and have red letters on a white reflective background. Signs shall be posted on one or both sides of the fire apparatus road as required by Section D103.6.1 or D103.6.2.

- (27) In Appendix D the exception to section D104.2 is revised as follows:

Exception: Projects having a gross *building area* of up to 124,000 square feet that have a single *approved* apparatus access road when all buildings are equipped throughout with *approved automatic sprinkler systems* or as *approved by the fire code official* when topography does not allow a secondary means of fire apparatus access.

[Sections 71.063 through 71.950 reserved for expansion.
Subchapters F through W reserved for expansion.]

Subchapter X. Building Permit Application Process

§ 71.951 Information Required for Building Permit Application

Before commencement of construction, Building Permit applications for Commercial Establishments, Public Buildings and multifamily residential dwellings consisting of more than three units shall be made in writing to the Fire Marshal on a form prescribed by him and shall contain the following information and any other information reasonably necessary to process the application:

- (1) The name, date of birth, mailing address, residential street address, and business street address of every owner of the Commercial Establishment or Public Building or multifamily residential dwellings consisting of more than three units;
- (2) The street address of the Commercial Establishment or Public Building or multifamily residential dwellings consisting of more than three units and the page and volume number of the Real Property Records of Travis County, Texas where the most recent deed to the property on which the proposed Commercial Establishment or Public Building or multifamily residential dwellings consisting of more than three units will be located was recorded;
- (3) The exact legal description of the Commercial Establishment or Public Building or multifamily residential dwellings consisting of more than three units;
- (4) If any *person* listed in response to subsections § 71.951 (1) is a partnership, the name, date of birth, mailing address, residential street address, and business street address for each general member of the partnership and any limited partners who own at least a ten percent (10%) interest in the partnership;
- (5) If any *person* listed in response to subsections § 71.951 (1) is a corporation, the name, date of birth, mailing address, residential street address, and business street, the name of the registered agent and address for service of process on the registered agent of the corporation;
- (6) The type of Commercial Establishment or Public Building or multifamily residential dwellings consisting of more than three units that is being proposed, and
- (7) The type of variances requested, if any.

§ 71.952 Supporting Documents Required for Building Permit Application

- (a) The applicant shall submit the following documents with the permit application and fees:

(1) One complete set of construction and site plans for the proposed building or System containing all plans and specifications; and

(2) If the applicant is not the owner in fee simple of the proposed Commercial Establishment or Public Building or multifamily residential dwellings consisting of more than three units, a properly executed power of attorney or other written evidence of the agency agreement between the applicant and the owner.

(b) After the applicant is advised that the plans are ready for approval, the applicant shall submit:

(1) One duplicate set of approved construction and site plans for approval stamping and;

(2) One digital set of approved construction and site plans in pdf on disc.

(c) The applicant must make the approval stamped construction and site plans available at the construction site during requested or required inspections.

§ 71.953 Building Permit Application Procedure

(a) A *person* may apply for a Building Permit or System permit under this chapter by providing the following to the Fire Marshal:

(1) An application,

(2) Supporting documentation, and

(3) A permit fee in accordance with § 71.954.

(b) If any *person* wishes an exception to any provision of this chapter or the Fire Code, that *person* may request a variance at the time of filing the application or at the time the applicant is notified that the Fire Marshal is recommending denial of the Building Permit. A request for a variance must be based on the proposal of an equivalent method of protection or safety, a claim that the interest of this chapter or the rules legally adopted under it have been incorrectly interpreted, or a claim that the provisions of this chapter do not fully apply. If the applicant requests a variance, the Fire Marshal shall review the application and supporting documentation, consider the information in support of the variance provided by the applicant, and recommend the denial or granting of the variance. Variances may be granted only if the following criteria are apply:

(1) the applicant has shown good and sufficient cause, which involves more than economic hardship,

(2) it has been determined that failure to grant the variance would result in an exceptional hardship to the applicant,

(3) granting the variance does not result in an increased risk of fire, additional threat to public safety, extraordinary public expense, create nuisances, cause fraud or victimization of the public, and

(4) the variance is the minimum necessary exception to this chapter or the Fire Code to afford relief to the applicant considering the fire hazard.

- (c) If the Fire Marshal determines that a Building Permit should be denied or that the variance as requested should not be recommended and the applicant does not agree with that determination, the Fire Marshal shall submit a request for review to the Board of Review. The Board of Review shall consider reasons for denial of the Building Permit or the request for a variance. The Fire Marshal shall give the applicant at least three days notice before the request for review is considered by the Board of Review. The applicant may make a presentation to the Board of Review in support the Building Permit or the variance as proposed. After considering the information provided by the Fire Marshal and the applicant, the Board of Review shall render all recommendations and findings in writing to applicant with a duplicate copy to the Fire Marshal. The Fire Marshal shall include a copy of these in the materials provided to Commissioners Court for consideration in making its decision.
- (d) Within thirty (30) days after the date the Fire Marshal receives an application and fee in accordance with § 71.953 (a),:
- (1) If the application is made for a Commercial Establishment or Public Building for which a Building Permit was required between February 1, 2005 and May 31, 2010 inclusive in Unincorporated Travis County and a Substantial Improvement has not previously been made on or after June 1, 2010; the Commissioners Court shall
 - (A) issue the Building Permit if the application complies with Subchapter B. 2003 Fire Code or if the Commissioners Court determines that a variance should be made to Subchapter B. 2003 Fire Code; or
 - (B) Deny the Building Permit if the plan does not comply with Subchapter B. 2003 Fire Code and the Commissioners Court determines that a variance should not be made to Subchapter B. 2003 Fire Code.
 - (2) If the application is made for the construction or erection of a Building or a Substantial Improvement to a Building on or after June 1, 2010 in Unincorporated Travis County; the Commissioners Court shall
 - (A) issue the Building Permit if the application complies with Subchapter C. 2009 Fire Code or if the Commissioners Court determines that a variance should be made to Subchapter C. 2009 Fire Code; or

- (B) Deny the Building Permit if the plan does not comply with Subchapter C. 2009 Fire Code and the Commissioners Court determines that a variance should not be made to Subchapter C. 2009 Fire Code.
- (e) If the Commissioners Court has not issued or denied the Building Permit within 30 days after the Fire Marshal receives an application and the fee, the building or System is approved for the purpose of this chapter.
- (f) If the Commissioners Court grants a variance, the terms of the variance shall be specifically stated in the permit issued and the permittee shall conform to all applicable provisions of this chapter except the sections for which a variance is specifically granted and shall conform to the specific requirements of the variance.

§ 71.954 Fees

- (a) To defray the reasonable costs of administering this chapter, the applicant shall pay the fees applicable to the services being requested based on the fee schedule in Table 71-A, which lists the type of permit and services covered by it, when the fee is due, and the amount of fees due. Table 71-A is attached to this chapter.
- (b) The Fire Marshal shall deposit all fees received under this chapter in a special fund in the county treasury, and money in that fund shall be used only for the administration and enforcement of this chapter.

[Sections 71.955 through 71.960 reserved for expansion]

Subchapter Y. Methods of Enforcement

§ 71.961 Inspection; Certification of Compliance, Fire Alarm Certificate of Compliance

- (a) The Fire Marshal shall inspect any building or System subject to this chapter to determine if it complies with Subchapter B. 2003 Fire Code or Subchapter C. 2009 Fire Code, as applicable.
- (b) The Fire Marshal may enter and perform the inspection at a reasonable time at any stage of the building's construction and after completion of the building.
- (c) On or before the date that construction of a building or System subject to this chapter is completed, the Applicant shall request in writing that the Fire Marshal inspect the building or System for compliance with Subchapter B. 2003 Fire Code or Subchapter C. 2009 Fire Code, as applicable.
- (d) The Fire Marshal shall begin the inspection of the building or System within two (2) business days after the written inspection request is received; otherwise, the building or System is considered approved for the purpose of this chapter.

- (e) If, after inspection of the completed System, the Fire Marshal determines that the System complies with Subchapter B. 2003 Fire Code or Subchapter C. 2009 Fire Code, as applicable, the Fire Marshal shall issue an appropriate final Certificate of Compliance to the owner of a building.
- (f) If, after inspection of the completed building, the Fire Marshal determines that all required Systems have been approved and that the building complies with Subchapter B. 2003 Fire Code or Subchapter C. 2009 Fire Code, as applicable, the Fire Marshal shall issue a final Certificate of Compliance to the owner of a building.

§ 71.962 Injunction

The County Attorney may seek injunctive relief in district court to prevent the violation or threatened violation of this Chapter.

§ 71.963 Civil Penalties

- (a) The Travis County Attorney may file a civil action in a court of competent jurisdiction to recover a civil penalty in an amount not to exceed Two Hundred Dollars (\$200.00) for each day on which the violation exists from any *person* who does any of the following:
 - (1) Violates Subchapter B. 2003 Fire Code or Subchapter C. 2009 Fire Code;
 - (2) Violates or fails to comply with any order made under it;
 - (3) Builds in violation of any detailed statement of specifications or plans submitted and approved under it, or any certificate or Building Permit issued under it, and from which no appeal has been taken; or
 - (4) Fails to comply with an order under it as affirmed or modified by a court of competent jurisdiction within the required time.
- (b) In determining the penalty amount under § 71.963 (a), the court will consider the seriousness of the violation. The imposition of one civil penalty for any violation shall not excuse the violation or Building Permit it to continue.
- (c) All money collected under this Article shall be used for the purpose set out in § 71.954 (b).
- (d) The application of the civil penalties in this section shall not prevent the enforced removal of prohibited conditions.
- (e) Travis County may not institute civil suits unless the Commissioners Court has authorized the institution of the suit.

§ 71.964 Contempt of Commissioners Court

- (a) Commissioners Court may sanction contempt by fine or confinement under TEX. LOC. GOV'T CODE, § 81.023. Any *person* securing a permit under this chapter does so on the representation to Commissioners Court that the *person* will comply with the terms of the Building Permit and with these requirements and other County regulations. Violation of these representations to Commissioners Court constitutes contempt of Commissioners Court.
- (b) Commissioners Court has the power to enforce its Orders by civil contempt. If the Commissioners Court finds any *person* guilty of contempt, it may enter Orders consistent with general law as it deems appropriate to sanction the *person* guilty of contempt and enter any other orders enforceable by civil and criminal contempt and consistent with its authority under general laws as Commissioners Court deems necessary to enforce and protect its jurisdiction over the matter, and to uphold the integrity of this chapter. Procedures for contempt proceedings before Commissioners Court are consistent with procedures in action before other courts in this state for enforcement of court orders, and for their protection of the jurisdiction of Courts by the process of contempt.

[Sections 71.965 through 71.970 reserved for expansion]

Subchapter Z. Appeal Process

§ 71.971 Appeal Procedure

The applicant may appeal from the decision of the Commissioners Court to the district court within 30 days after the date of the decision appealed in the following circumstances:

- (1) When the Commissioners Court disapproves an application,
- (2) When the Commissioners Court refuses to grant a Building Permit applied for,
- (3) When it is claimed that the provisions of the code do not apply, or
- (4) When it is claimed that the true intent and meaning of the code have been misconstrued or wrongly interpreted.

TRAVIS COUNTY FIRE MARSHAL'S OFFICE

5555 AIRPORT BLVD., SUITE 400, AUSTIN, TEXAS 78751

P. O. Box 1748, AUSTIN, TEXAS 78767

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TRAVIS COUNTY CODE TABLE 71-A



BUILDING PERMITS

Building Permit fees must be paid when the permit application is submitted. The Travis County Fire Marshal's Office can accept a business check, money order or cashier's check. Please make checks payable to the Travis County Fire Marshal's Office.

PERMIT	SCOPE	PERMIT FEE
Building Permit	<p>A Building Permit is required to construct a new commercial or public structure in unincorporated Travis County. A Building Permit is required to substantially alter, enlarge, repair, move, remove, demolish or convert for use as a commercial establishment or public structure in unincorporated Travis County.</p> <p>The Valuation Table sets a standard for the cost basis of a project. The values in the 2003 International Code Council's Building Valuation Table are comparable to the costs of projects reviewed between 2007 and 2009 provided as an estimated cost of construction by applicants. Costs in subsequent Building Valuation Tables appear to overstate cost in Central Texas. The 2003 Building Valuation Table better reflects cost in Central Texas.</p>	<p>The fee is based on the total cost of the construction project using the 2003 International Code Council valuation data table attached at the end of Table 71-A.</p> <p><u>For projects valued at less than \$200,000</u>, the fee is \$750.00.</p> <p><u>For projects valued at \$200,000 but less than \$1,000,000</u>, the fee is \$750.00 for the first \$200,000 plus \$1.75 per \$1,000, or fraction thereof, for the value over \$200,000.</p> <p><u>For projects valued at \$1,000,000 but less than \$5,000,000</u>, the fee is \$2,700 for the first \$1,000,000 plus \$1.00 for every \$1,000, or fraction thereof, for the value over \$1,000,000.</p> <p><u>For projects valued at \$5,000,000 or more</u>, the fee is \$10,140 for first \$5,000,000 plus \$0.50 for every \$1,000, or fraction thereof, for the value over \$5,000,000.</p>
Special Project	A Building Permit is required to substantially alter, enlarge, repair, move, remove, demolish or convert for use a special project in unincorporated Travis County. Special projects include marinas, outdoor recreation areas, outdoor flea markets and similar facilities.	The fee is \$500.00 plus \$52.00 per hour for plans review and inspections. Travel time will be incorporated when calculating this fee.
Express Permit	An Express Permit covers the addition of small structures to a site with a previously issued permit.	The fee is \$100.00 per structure.
Site Plan	Review of a site plan which is not associated with a building permit.	\$52.00 per hour with a four hour minimum. Travel time will be incorporated when calculating this fee.

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TRAVIS COUNTY CODE TABLE 71-A



CONSTRUCTION PERMITS

A construction permit is required for installation of, or modification to, the following systems. Permit fees must be paid when the permit application is submitted. The Travis County Fire Marshal's Office can accept a business check, money order or cashier's check. Please make checks payable to the Travis County Fire Marshal's Office.

PERMIT	SCOPE	PERMIT FEE
Automatic Fire-Extinguishing Systems	An automatic fire-extinguishing system. An automatic fire-extinguishing system will include kitchen suppression systems, halon, dry chemical, wet chemical, clean agent and similar systems. A separate permit is required for each system.	\$260.00
Fire Alarm and Detection Systems	A fire alarm and detection system.	The fee is based upon the number of initiating or signaling devices included in the system. For systems with 100 or fewer devices, the fee is \$260.00. For systems with 101 or more devices the fee is \$260.00 plus \$0.50 for each device in excess of 100. The maximum fee is \$2,000.00
Fire Pump System	A fire pump system.	\$260.00
Fire Sprinkler System.	A fire sprinkler system. A system is defined as a single riser and control valve. Fire sprinklers associated with a kitchen suppression system shall be permitted as an automatic fire extinguishing system. Multiple fire sprinkler risers in multi-story buildings require multiple inspections.	The fee is based upon the number of sprinklers included in each riser/system. For risers/systems with 200 or fewer sprinklers the fee is \$260.00. For risers/systems with 201 or more sprinklers, the fee is \$260.00 plus \$0.50 for each sprinkler in excess of 200. The maximum fee is \$2,000.00 per system.
Fire Standpipe System	A fire standpipe system. Combination sprinkler/standpipe systems shall be permitted as a fire sprinkler system.	\$260.00

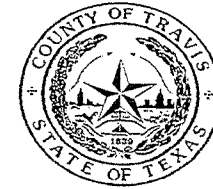
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TRAVIS COUNTY CODE TABLE 71-A



CONSTRUCTION PERMITS, CONTINUED

Private Water Supply	<p>A private fire protection water supply system. This permit applies to private fire hydrants and water storage tanks installed for private fire protection.</p> <p>When a commercial or public building is built without a public water supply utilizing dry hydrants, cisterns, tanks, etc. This fee is for reviewing plans for these systems and inspecting the system once the public water supply is installed.</p>	\$260.00
Underground Fire Line	<p>An underground fire line. An underground fire line is the underground piping associated with the installation of a fire sprinkler and/or standpipe system. Underground lines serving fire hydrants shall be permitted as a private water supply.</p> <p>A special license is required for installation of underground fire lines because above ground fire sprinklers and the underground fire lines are not always installed by the same installer because of license requirements or separate bids. In addition, an underground fire sprinkler line must be inspected before covered over and a two hour hydrostatic test is also required.</p>	\$260.00
Tank Installation	<p>An aboveground or underground storage tank designed to contain compressed gases, cryogenic fluids, flammable or combustible liquids, hazardous materials or LPG.</p>	\$260.00 for each tank or set of tanks located within a single containment system

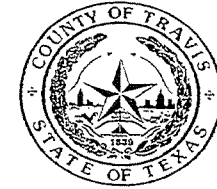
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TRAVIS COUNTY CODE TABLE 71-A



CONSTRUCTION PERMIT SERVICE FEES

Service fees must be paid before the service is scheduled.
 The Travis County Fire Marshal's Office can accept a business check, money order or cashier's check.
 Please make checks payable to the Travis County Fire Marshal's Office.
 Travel time is included in determining the service fees with a two hour minimum charge.

SERVICE	SCOPE	SERVICE FEE
After Hours Inspection	This fee covers inspections conducted at the request of a contractor, or owner's representative, at times other than normal working hours. Normal working hours range from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding County holidays.	An after hours inspection is billed at \$78.00 per hour with a two hour minimum. Travel time will be incorporated when calculating this fee.
Duplicate Permit	This fee covers the issuance of duplicate permits	\$10.00
Pre-Development Review	A pre-development review includes meetings, site visits, and other functions conducted prior to formal submission of construction plans.	The first two pre-development functions will be conducted at no charge to the project. Additional meetings will be billed at \$52.00 per hour. Travel time will be incorporated when calculating this fee.
Reinspection	This fee covers reinspection of any building, or retest of any system, due to failure of the previous inspection or test. A reinspection will also be required when approved plans are not on-site at the time of the scheduled inspection.	Reinspections will be billed at \$52.00 per hour with a two hour minimum. Travel time will be incorporated when calculating this fee.
Rescheduling	This fee is required when an appointment for an inspection is cancelled less than 4 hours prior to the appointment time.	\$52.00
Standby Personnel	This fee covers the cost of providing standby personnel to perform fire watch and public safety functions.	Standby personnel scheduled during normal working hours will be billed at \$52.00 per hour with a two hour minimum. Standby personnel scheduled outside normal working hours will be billed at \$78.00 per hour with a two hour minimum. Travel time will be incorporated when calculating these fees.

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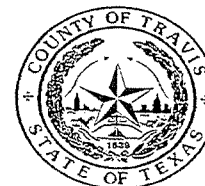


TRAVIS COUNTY CODE TABLE 71-A

INSPECTION FEES		
Inspection fees must be paid before the inspection is scheduled. The Travis County Fire Marshal's Office can accept a business check, money order or cashier's check. Please make checks payable to the Travis County Fire Marshal's Office.		
PERMIT	SCOPE	PERMIT FEE
Adoption	Inspection of a residence when required as a condition for adoption of a child or infant.	No fee for this inspection
Day Care	Inspection of a day care facility classified by the County Fire Code as either Educational or I-4 occupancy. This includes after-school, part-time and full-time facilities.	\$52.00 for a facility with an occupant load less than 50. \$104.00 for a facility with an occupant load of 50 or more.
Foster Care	Inspection of a residence when required as a condition for use as a foster home facility.	No fee for a facility with not more than 3 children in foster care \$52.00 for a facility with more than 3 children in foster care
Licensing	Inspection of a facility when required as a condition of a license not listed above and issued by a governmental agency.	\$104.00 for a facility with an occupant load less than 50 \$208.00 for a facility with an occupant load of 50 or more For a facility with an occupant load of 500 or more, or a facility with multiple buildings, the fee is determined by time required for the inspection at the rate of \$52.00 per hour with a four-hour minimum. Travel time will be incorporated when calculating this fee.
Requested	Requested inspection of a facility not addressed by another permit in this fee schedule.	\$104.00 for a facility with an occupant load less than 50 \$208.00 for a facility with an occupant load of 50 or more For a facility with an occupant load of 500 or more, or a facility with multiple buildings, the fee is determined by time required for the inspection at the rate of \$52.00 per hour with a four-hour minimum. Travel time will be incorporated when calculating this fee.

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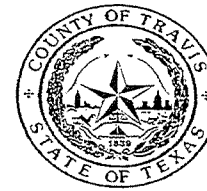


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INSPECTION SERVICE FEES		
Service fees must be paid before the service is scheduled. The Travis County Fire Marshal's Office can accept a business check, money order or cashier's check. Please make checks payable to the Travis County Fire Marshal's Office.		
SERVICE	SCOPE	SERVICE FEE
After Hours Inspection	This fee covers inspections conducted at the request of a contractor, or owner's representative, at times other than normal working hours. Normal working hours range from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding County holidays.	An after hours inspection is billed at \$78.00 per hour with a two hour minimum. Travel time is incorporated when calculating this fee.
Duplicate Permit	This fee covers the issuance of duplicate permits	\$10.00
Reinspection	This fee covers reinspection of any building, or retest of any system, due to failure of the previous inspection or test. A reinspection will also be required when approved plans are not on-site at the time of the scheduled inspection.	Reinspections will be billed at \$52.00 per hour with a two hour minimum. Travel time is incorporated when calculating this fee.
Rescheduling	This fee is required when an appointment for an inspection is cancelled less than 4 hours prior to the appointment time.	\$52.00

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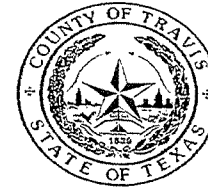
OPERATIONAL PERMITS

Permit fees must be paid when the permit application is submitted.
 The Travis County Fire Marshal's Office can accept a business check, money order or cashier's check.
 Please make checks payable to the Travis County Fire Marshal's Office.

PERMIT	SCOPE	PERMIT FEE
Carnivals and Fairs	An operational permit is required to conduct a carnival or fair.	\$208.00
Public Fireworks Display	An operational permit is required to conduct a fireworks display. Plans must be reviewed, the site must be visited and approved and revisited immediately before the event. Records of the event and permitting must be maintained. Some public displays require a marshal or inspector on scene during the display.	The fee is determined by time required to issue the permit at the rate of \$52.00 per hour with a four-hour minimum. Travel time will be incorporated when calculating this fee.
Fireworks Stand	An operational permit is required to operate a fireworks stand.	\$208.00 per stand.
Special Event (Mass Gathering and Special Assignments)	An operational permit is required to conduct a special event. Special events include a mass gathering, as defined in the State of Texas Health and Safety Code, and other events where a public safety plan is required by the Fire Marshal.	The fee is determined by time required to issue the permit at the rate of \$52.00 per hour with a five-hour minimum. Inspection personnel required at the site for standby are billed at the rate \$52.00 per hour for regular duty and \$78.00 per hour for duty after hours. The hourly rate is applied for each inspector required for the event. Travel time will be incorporated when calculating these fees.
Special Permit	This fee covers the review and inspection of permitted activities not addressed elsewhere in this fee schedule.	\$208.00
Hazardous Materials	A Hazardous Materials facility or system.	\$300.00
Tank Abatement	To remove, or abandon in place, an aboveground or underground storage tank designed to contain compressed gases, cryogenic fluids, flammable or combustible liquids, hazardous materials or LPG.	\$52.00 per tank

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TRAVIS COUNTY CODE TABLE 71-A

OPERATIONAL PERMIT SERVICE FEES

Service fees must be paid before the service is scheduled.
The Travis County Fire Marshal's Office can accept a business check, money order or cashier's check.
Please make checks payable to the Travis County Fire Marshal's Office.

SERVICE	SCOPE	SERVICE FEE
After Hours Inspection	This fee covers inspections conducted at the request of a contractor, an applicant or owner's representative, at times other than normal working hours. Normal working hours range from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding County holidays.	An after hours inspection is billed at \$78.00 per hour with a two hour minimum. Travel time is incorporated in calculating this fee.
Duplicate Permit	This fee covers the issuance of duplicate permits	\$10.00
Pre-Development Review	A pre-development review includes meetings, site visits, and other functions conducted prior to formal submission of construction plans.	The first two pre-development functions will be conducted at no charge to the project. Additional meetings will be billed at \$52.00 per hour. Travel time will be incorporated when calculating this fee.
Reinspection	This fee covers reinspection of any site, building, or retest of any system, due to failure of the previous inspection or test. A reinspection will also be required when approved plans are not on-site at the time of the scheduled inspection.	Reinspections will be billed at \$52.00 per hour with a two hour minimum. Travel time is incorporated in calculating this fee.
Rescheduling	This fee is required when an appointment for an inspection is cancelled less than 4 hours prior to the appointment time.	\$52.00
Standby Personnel	This fee covers the cost of providing standby personnel to perform fire watch and public safety functions.	Standby personnel scheduled during normal working hours will be billed at \$52.00 per hour with a two hour minimum. Standby personnel scheduled outside normal working hours will be billed at \$78.00 per hour with a two hour minimum. Travel time is incorporated in calculating this fee.

Square Foot Construction Costs^{a, b, c}

Group	(2003 International Building Code)	Type of Construction								
		IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1	Assembly, theaters, with stage	175.32	169.68	165.73	158.91	147.77	146.99	153.89	136.91	131.98
	Assembly, theaters, without stage	161.71	156.07	152.12	145.30	134.16	133.38	140.28	123.30	118.37
A-2	Assembly, nightclubs	132.76	128.65	125.40	120.51	111.89	111.60	116.32	102.86	99.40
A-2	Assembly, restaurants, bars, banquet halls	131.76	127.65	123.40	119.51	109.89	110.60	115.32	100.86	98.40
A-3	Assembly, churches	162.43	156.79	152.84	146.02	134.85	134.08	141.00	124.00	119.07
A-3	Assembly, general, community halls, libraries, museums	134.48	128.84	123.89	118.07	105.89	106.12	113.05	95.04	91.11
A-4	Assembly, arenas	131.76	127.65	123.40	119.51	109.89	110.60	115.32	100.86	98.40
B	Business	133.93	129.08	124.97	119.12	106.63	106.00	114.57	95.23	91.59
E	Educational	140.45	135.71	131.83	125.99	116.21	113.47	121.83	103.83	99.95
F-1	Factory and industrial, moderate hazard	81.27	77.54	72.95	70.70	61.13	62.13	67.81	52.13	49.47
F-2	Factory and industrial, low hazard	80.27	76.54	72.95	69.70	61.13	61.13	66.81	52.13	48.47
H-1	High Hazard, explosives	76.28	72.55	68.96	65.71	57.30	57.30	62.82	48.30	N.P.
H234	High Hazard	76.28	72.55	68.96	65.71	57.30	57.30	62.82	48.30	44.64
H-5	HPM	133.93	129.08	124.97	119.12	106.63	106.00	114.57	95.23	91.59
I-1	Institutional, supervised environment	132.08	127.54	124.11	119.07	109.24	109.18	115.46	100.39	96.42
I-2	Institutional, incapacitated	222.91	218.06	213.95	208.11	195.19	N.P.	203.55	183.79	N.P.
I-3	Institutional, restrained	152.14	147.29	143.18	137.34	126.08	124.44	132.78	114.68	109.03
I-4	Institutional, day care facilities	132.08	127.54	124.11	119.07	109.24	109.18	115.46	100.39	96.42
M	Mercantile	98.85	94.74	90.49	86.61	77.50	78.21	82.42	68.47	66.01
R-1	Residential, hotels	133.46	128.92	125.49	120.45	110.67	110.61	116.90	101.82	97.85
R-2	Residential, multiple family	111.15	106.61	103.18	98.14	88.52	88.47	94.75	79.68	75.70
R-3	Residential, one- and two-family	107.30	104.37	101.80	98.99	94.44	94.22	97.31	89.97	84.71
R-4	Residential, care/assisted living facilities	132.08	127.54	124.11	119.07	109.24	109.18	115.46	100.39	96.42
S-1	Storage, moderate hazard	75.28	71.55	66.96	64.71	55.30	56.30	61.82	46.30	43.54
S-2	Storage, low hazard	74.28	70.55	66.96	63.71	55.30	55.30	60.82	46.30	42.64
U	Utility, miscellaneous	57.40	54.28	51.05	48.50	42.07	42.07	45.77	34.59	32.93

a. Private Garages use Utility, miscellaneous

b. Unfinished basements (all use group) = \$15.00 per sq. ft.

c. N.P. = not permitted



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) 854-9180

Approved by: _____

Cyd V. Grimes 5/10/10

Voting Session: Tuesday, May 14, 2010

REQUESTED ACTION: REJECT PROPOSALS RECEIVED FOR RFP NO. P1000004-LC, INTERACTIVE VOICE RESPONSE SYSTEM FOR THE I-JURY OFFICE. (DISTRICT CLERK)

Points of Contact:

Purchasing: Lori Clyde 854-4205

Department: DISTRICT CLERK: Michelle Brinkman, Burnett Treat

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.

A total of one hundred and twenty-two (122) vendors viewed the solicitation and fifteen (15) proposals were received. The District Clerk's Office is rejecting all proposals, as they were all over budget and will not re-solicit at this time.

Solicitation-Related Information:

Solicitations sent: 122

Responses Received: 15

HUB Information: N/A

% HUB Subcontractor: N/A

APPROVED ()

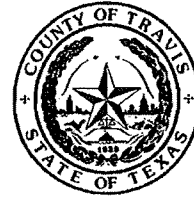
DISAPPROVED ()

BY COMMISSIONERS COURT ON: _____

DATE _____

COUNTY JUDGE _____

Amalia Rodriguez-Mendoza
Travis County District Clerk
P.O. Box 679003
Austin, Texas 78767-9003



MEMORANDUM
May 7, 2010

TO: Lori Clyde, Purchasing

FROM: Michelle Brinkman, Chief Deputy District Clerk

COPIES: Amalia Rodriguez-Mendoza, District Clerk
Cyd Grimes, Director, Purchasing
Burnett Treat, Business Analyst, District Clerk's Office
Tom Kokas, ITS
Liz Chupco, ITS

RE: Rejection of All Proposal for District Clerk's Jury IVR

We recommend all proposal received in response for the RFP for the Jury IVR be rejected as exceeding the available budget.

Please let me know if you require any additional information.

Thank you.

Administrative Offices
(512) 473-9737
Fax: 708-4744

Civil and Family Division
(512) 473-945
Fax: 473-9549

Criminal Division
(512) 473-9420
Fax: 708-4566

Jury Office
(512) 473-9669
Fax: 708-4457

7



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 5/10/10 ylb

Voting Session: Tuesday, May 11th 2010

REQUESTED ACTION: APPROVE MODIFICATION NO. 1 TO INTERLOCAL AGREEMENT NO. IL090291RE, DEL VALLE INDEPENDENT SCHOOL DISTRICT, CARE COORDINATOR SERVICES. (HHS&VS)

Points of Contact:

Purchasing: Elizabeth Corey, Marvin Brice

Department: HHS&VS, Sherri Fleming

County Attorney: Mary Etta Gerhardt

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spartaro And Jose Palacios

- **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 Agreement, Travis County funds a full-time Care Coordinator position at Del Valle Independent School District (DVISD) for one year.

Three additional activities have been added to the Duties and Responsibilities section of the Work Statement. In consideration for these activities, the Contract Funds Amount will be increased by \$87.78.

Approval of this modification will ratify the provisions, as stated in the attached recitals, of Care Coordinator services under this Agreement which began October 1, 2009 and have continued to this date.

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

➤ **Contract-Related Information:**

Award Amount: \$0.00 (Fixed Amount)

Contract Type: Interlocal

Contract Period: October 1, 2009 – September 30, 2010

➤ **Contract Modification Information:**

Modification Amount: \$87.78 (Firm Amount)

Modification Type: N/A

Modification Period: N/A

➤ **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.: 496540
- ☒ Funding Account(s): 1-5868-611.62-90
- ☐ Comments:

➤ **Statutory Verification of Funding:**

☒ Contract Verification Form: Funds Verified ____ Not Verified X by Auditor.

GM200I13

TRAVIS COUNTY

4/08/10

Fiscal Year 2010

Account Balance Inquiry

15:52:13

Account number . . . : 1-5868-611.62-90
 Fund : 001 GENERAL FUND
 Department : 58 HEALTH & HUMAN SERVICES
 Division : 68 OFFICE OF CHILDRENS SRVCS
 Activity basic : 61 HEALTH-HUM SVCS (HUM SVC)
 Sub activity : 1 HUMAN SERVICES
 Element : 62 HUMAN SERVICES
 Object : 90 OUTSIDE AGENCY CONTRACTS

Original budget :	0	
Revised budget :	45,255	03/25/2010
Actual expenditures - current . . :	.00	
Actual expenditures - ytd . . . :	.00	
Unposted expenditures :	.00	
Encumbered amount :	45,254.10	
Unposted encumbrances :	.00	
Pre-encumbrance amount :	.00	
Total expenditures & encumbrances:	45,254.10	100.0%
Unencumbered balance :	.90	0.0

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

4/08/10
 15:23:39

Number : 0000496540
 Type : 2 CONTRACT REQUISITION
 Status : ALL ITEMS ON ORDER
 Reason : MODIFICATION TO PO #433134
 By : CAULA MCMARION X44119
 Date : 3/24/10
 Vendor : 6271 DEL VALLE IND SCHOOL DIST
 Contract nbr : IL090291RE
 Ship to : NS HUMAN SERVICES ADMIN SVCS
 Deliver by date . . . : 3/24/10
 Buyer : SYS CONTRACT
 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	88.00		DOL CARE COORDINATOR SERVICES

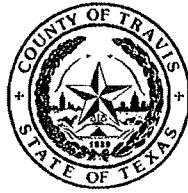
Total: 88.00

F3=Exit F7=Alternate view

F9=Print

F10=Approval info F12=Cancel F20=Comments F21=PO X-ref

Highlight indicates item has been processed or deleted.



**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 24, 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: Del Valle ISD Care Coordinator contract amendment

Proposed Motion:

Consider and take appropriate action to approve an amendment to the contract with the Del Valle Independent School District changing the method of paying for a Care Coordinator to provide wraparound services to students.

Summary and Staff Recommendations:

The wraparound approach is a comprehensive service delivery system designed by The Children's Partnership to provide a comprehensive list of traditional and nontraditional services to youth with complex mental health needs and their families at school, home, and in the community while decreasing the need for out-of-home placement. The traditional services include assessments, training, education, counseling, and basic needs. Nontraditional services include mentoring, parent coaching, enrichment activities, and respite care. These services are provided through a service plan developed for each client that assists them and their families in navigating the service delivery system with the ultimate goal of preventing out-of-home placement.

The Children's Partnership is a non-profit organization whose governing board is comprised of representatives from Travis County Health and Human Services and Veterans Service, Austin Travis County Mental Health and Mental Retardation, Travis County Child Protective Services, Region XIII Education Service Center, Travis County Juvenile Probation, and the Federation of Families.

Del Valle Independent School District (DVISD) provides educational services to children residing in its service area. In conjunction with these services, DVISD wishes to assist in providing wraparound services to students and their families. To accomplish this, DVISD has employed a full-time Care Coordinator. Del Valle has agreed to fund the position for two years if Travis County will fund it for one year.

The Commissioners Court approved this contract on 9/29/09. It originally called for the Care Coordinator to be reimbursed on an hourly basis. Del Valle has since informed us that its payroll system is not set up to bill hourly. It divides the Care Coordinator's yearly salary into 24 equal payments. This amendment authorizes Travis County to reimburse Del Valle for 23 payments at \$1,967.56 each. Del Valle will cover the 24th payment.

TCHHSVS staff recommends approving this amendment.

Budgetary and Fiscal Impact:

The original contract had Travis County paying for 1,582 hours of the Care Coordinator's time at \$28.55 per hour for a total amount of \$45,166.10. The amendment pays for 23 pay periods at \$1,967.56 per pay period for a total amount of \$45,253.88, an increase of \$87.78 over the original amount. Additional duties have been added to the contract work statement to provide consideration for the increase.

Issues and Opportunities:

Children fare better in school when their basic social and emotional needs are met. Due to a limited number of social services in the Del Valle community, many children in the DVISD struggle with academics and drop out of school because they do not have the support they need. Expanding the wraparound services into Del Valle will help these children be more academically successful and socially responsible.

Background:

The Children's Partnership has worked with the Austin, Pflugerville and Manor school districts to provide care coordination staff to access services for families and children in these districts. To stimulate the hiring of Care Coordinators by each of these districts, The Children's Partnership agreed to pay for the salaries of the Care Coordinators for one year if the school systems paid for them for two additional years. The Children's Partnership believes that after three years of having Care Coordinators embedded in school systems, the benefits to student success will be demonstrated to the point that the school districts will want to continue these positions beyond the third year. That was the conclusion that Austin, Pflugerville and Manor came to and those positions continue to exist and serve students and their families in those districts.

Cc: Jim Lehrman, Director, Office of Children's Services, TCHHSVS
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
Elizabeth Corey, Purchasing Agent Assistant, Travis County Purchasing
Office

MODIFICATION OF CONTRACT NUMBER: IL090291RE		PAGE 1 OF 6
ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Elizabeth Corey TEL. NO: (512) 854-9853 FAX NO: (512) 854-9185	DATE PREPARED: <u>April 23, 2010</u>
ISSUED TO: Del Valle Independent School District 5301 Ross Road Del Valle, Texas 78617	MODIFICATION NO.: <div style="text-align: center; font-size: 1.5em;">1</div>	EXECUTED DATE OF ORIGINAL CONTRACT: <u>September 30, 2009</u>
ORIGINAL CONTRACT TERM DATES: <u>October 1, 2009 – September 30, 2010</u> CURRENT CONTRACT TERM DATES: <u>October 1, 2009 – September 30, 2010</u>		
FOR TRAVIS COUNTY INTERNAL USE ONLY: Original Contract Amount: <u>\$45,166.10</u> Current Modified Amount <u>\$45,253.88</u>		
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: <ol style="list-style-type: none"> 1) Section 3.1, "Contract Funds Amount," will change from an amount not to exceed \$45,166.10 to an amount not to exceed \$45,253.88, an increase of \$87.78. 2) Attachment A, Work Statement, is deleted and replaced by Exhibit 1, "Amended Work Statement." 3) Attachment C, Program Budget, is deleted and replaced by Exhibit 2, "Amended Program Budget." 		
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 performances by the Contractor in accordance with all terms of the Contract, as amended.		
Note to Vendor/City: <input checked="" type="checkbox"/> Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County. <input type="checkbox"/> DO NOT execute and return to Travis County. Retain for your records.		
LEGAL BUSINESS NAME: <u>Del Valle Independent School District</u> BY: <u>Bernard Blanchard</u> SIGNATURE BY: <u>Bernard Blanchard</u> PRINT NAME TITLE: <u>Superintendent</u> ITS DULY AUTHORIZED AGENT		<input type="checkbox"/> DBA <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER DATE: <div style="font-size: 1.5em;">4/27/10</div>
TRAVIS COUNTY, TEXAS BY: <u>Cydy Grime</u> CYDY V. GRIME, C.P.M., TRAVIS COUNTY PURCHASING AGENT		DATE: <div style="font-size: 1.5em;">5/10/10</div>
TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE		DATE:

**AMENDMENT OF CONTRACT BETWEEN
TRAVIS COUNTY AND
DEL VALLE INDEPENDENT SCHOOL DISTRICT**

PARTIES

This Amendment ("Amendment") of Contract is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County"), and Del Valle Independent School District, a State Agency ("Contractor").

RECITALS

County and Contractor entered into an agreement to provide services for the care of indigents, for public health education and information and/or for other authorized services ("Contract") the Initial Term of which began October 1, 2009, and will terminate September 30, 2010 ("Initial Contract Term").

Under the Contract, Contractor agreed to provide personal and professional services for the care of indigents and other qualified recipients and for public health education and information, in accordance with the terms of the Contract, thus providing services which further a public purpose.

County and Contractor agree that the Contract fails to conform to the agreement between the Parties as a result of scrivener's error and mutual mistake of the Parties; and desire to amend the Contract to correct that error and mutual mistake to accurately reflect the understanding of the agreement between the Parties.

NOW, THEREFORE, in consideration of the mutual benefits received by these changes, and other good and adequate consideration to be received through the following changes, the Parties agree to amend the Contract as follows:

1.0 GENERAL TERMS.

1.1 **Initial Term.** The Parties agree that the changes in this Amendment apply to services to be provided under the Initial Contract Term beginning October 1, 2009, and terminating September 30, 2010 ("Initial Contract Term").

2.0 CONTRACT FUNDS

2.1 **Contract Funds Amount.** The Parties agree to amend Section 3.1, "Contract Funds Amount," to change the amount as follows:

From: an amount not to exceed \$ 45,166.10
To: an amount not to exceed \$ 45,253.88

The Parties agree that the increased amount provided for is consideration for the additional services to be provided by Contractor.

3.0 ENTIRE AGREEMENT

3.1 Attachments.

3.1.1 Attachment A, Work Statement. The Parties agree to amend Section 5.2.1, "Attachment A, Work Statement," by deleting that attachment and substituting a new Attachment A, "Amended Work Statement," included in this Amendment as Exhibit 1 and hereby made a part of the Contract, constituting promised performance by Contractor in accordance with all terms of the Contract during the Initial Contract Term.

3.1.2 Attachment C, Program Budget. The Parties agree to amend Section 5.2.3, "Attachment C, Program Budget," by deleting that attachment and substituting a new Attachment C, "Amended Program Budget," included in this Amendment as Exhibit 2 and hereby made a part of the Contract, constituting promised performance by Contractor in accordance with all terms of the Contract during the Initial Contract Term.

4.0 CONTRACT FUNDS

4.1 **Maximum Funds.** The Parties agree to amend Section 6.1, "Maximum Funds," by changing the amount as follows:

From:	an amount not to exceed	\$ 45,166.10
To:	an amount not to exceed	\$ 45,253.88

The Parties agree that the increased amount provided for is consideration for the additional services to be provided by Contractor.

4.2 **Fiscal Year Limitation.** The Parties agree to amend Subsection 6.2.2(a), "Fiscal Year Division," to change the amount as follows:

From:	an amount not to exceed	\$ 45,166.10	(100%)
To:	an amount not to exceed	\$ 45,253.88	(100%)

5.0 OTHER TERMS

5.1 The Parties agree that all other provisions of Section 6.2.2 not specifically changed herein shall remain in full force and effect.

6.0 INCORPORATION

6.1 County and Contractor hereby incorporate the Contract into this Amendment. Except for the changes made in this Amendment, County and Contractor hereby ratify all the terms and conditions of the Contract as amended. The Contract with the changes made in this Amendment constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties. All provisions in the Contract not specifically amended herein remain the same and in full force and effect.

7.0 EFFECTIVE DATE

7.1 This Amendment is effective October 1, 2009, when it is approved and signed by both Parties. This Contract, as amended, shall remain in effect until further modified or terminated in writing by the Parties, or until the termination date.

EXHIBIT 1

ATTACHMENT A

AMENDED WORK STATEMENT

CONTRACTOR DESCRIPTION:

Del Valle Independent School District (DVISD) provides educational services to children residing in the DVISD area. In conjunction with these services, DVISD wishes to assist in providing wraparound services to students by assisting the child and the child's family in accessing mental health, legal, juvenile justice, child welfare, social services and other services across multiple child service entities and providers. To accomplish that, DVISD will employ a full-time Care Coordinator to provide the services as set forth in this Contract.

Travis County, as a member of the Children's Partnership ("CP"), assists in working with and through CP and DVISD to assist in providing those wraparound services described above and in this Work Statement by reimbursing DVISD for allowable costs incurred according to the terms of this Contract.

SERVICES:

DVISD will provide a Care Coordinator for eligible clients and their families as set forth in this Contract. Travis County will reimburse DVISD for services provided by that Care Coordinator pursuant to the terms of this Contract during the Initial Term beginning October 1, 2009, and terminating September 30, 2010. The Care Coordinator will work with CP to provide services to eligible clients as set forth in this Contract.

In addition, in consideration of the reimbursement of the costs of the Care Coordinator for the Initial Term of this Contract, DVISD agrees to continue funding of this position under as set forth in this Agreement for an additional 8 months, or through May 31, 2011.

REFERRAL:

Students will be referred to the Children's Partnership for services through the Community Partners for Children referral process. School personnel will refer a student to the Care Coordinator, who will screen the student for eligibility and appropriateness for services. If the student meets eligibility criteria, the family will then be referred to Community Partners for Children for enrollment in the appropriate programs, including the Children's Partnership.

CARE COORDINATION:

General Description.

The Care Coordinator:

- Works under the direct supervision of the Clinical Supervisor of Care Coordination services of CP with the latitude for independent judgment.
- Provides care coordination in a variety of settings including office, home, school and community.
- Assesses the family's strengths and needs and develops an initial individualized plan of care that reflects the culture, values and needs of the family as a member of the child and family Care Team.

- Coordinates wraparound team meetings, multiple community support services, and authorizes services included in the plan of care.
- Ensures that families experience voice, access and ownership of the plan of care consistent with the wraparound model.
- Maintains a caseload of 10 families with a minimum of 1 hour of direct family contact per week.
- Provides 24 hour support (on-call) to families.

Duties and Responsibilities.

Duties and Responsibilities of the Care Coordinator include:

- Assists the child and family in accessing mental health, legal, juvenile justice, child welfare, social services, educational services and other services across multiple child service entities and providers.
- Assembles a wraparound team by interviewing the family and identifying family members/natural supports/agency representatives and other significant persons.
- Authorizes services.
- Monitors the provision of services
- Performs advocacy and liaison when new services are needed.
- Provides or secures support and crisis/emergency services for the child and family.
- Collaborates with individuals associated with the child and family, as needed
- Provides transportation to appointments and crisis/respite services, if needed
- Participates in care coordinator/wraparound facilitator meetings, trainings individual supervision, mandatory in-services committees, etc.
- Maintains a database that includes progress notes, contacts, and other information for each enrolled family
- Creates a crisis plan for each enrolled family in conjunction with the Child and Family Team
- Attends monthly Community Partners for Children meetings.

Minimum Qualifications for Care Coordinator:

- Bachelors Degree from an accredited school of Social Work, Psychology, Nursing, Occupational Therapy; or a Bachelor's Degree in an unrelated field with experience in human services, preferably case management with 5 years of experience working with children with complex mental health needs.
- A parent or family member with a high school diploma or equivalent, of a child with special needs who has accessed the community based social services delivery system, can substitute this experience for the degree requirements
- Education can substitute experience.
- Bilingual (English/Spanish) strongly preferred.

Knowledge, Skills and Abilities

The Care Coordinator shall have the following knowledge, skills and abilities:

- Knowledge of wraparound approaches to service delivery and strength-based assessment and treatment planning.
- Knowledge of provider agencies and free community resources available in the family's community.
- Knowledge of childhood mental, emotional or behavioral disorders, family systems and cross-cultural issues.
- Knowledge of dynamics of abuse and neglect including impact of domestic violence and child abuse/neglect.
- Computer knowledge helpful.
- Ability to maintain documentation/clinical records according to mandated documentation requirements.

EXHIBIT 2

ATTACHMENT C

AMENDED PROGRAM BUDGET

BUDGET:

The Parties agree that the budget for this Contract for the Initial Term is an amount not to exceed:

\$ 45,253.88

The Contract Funds shall be utilized by Contractor according to the terms of the Contract, as amended, to provide the services of a Care Coordinator, to be reimbursed in an amount of \$1,967.56 per pay period (two pay periods per month) for 23 pay periods up to the total amount of \$45,253.88. It is understood and agreed that Contractor will pay the full amount of the salary for the employee providing services under this Contract for the 24th pay period and that services will continue through the entire term of this Contract.

Invoice:

Contractor will invoice County monthly (pursuant to Contract terms) for those months in which services are provided. The County will pay invoices for Care Coordinator as correctly invoiced with appropriate documentation as set forth in this Contract and as approved by County.

TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUESTVoting Session: 5/18/10

Work Session: _____

I. A. Request made by: Joseph P. Gieselman, TNR Phone # 854-9434

B. Requested Text:

A. Consider and take appropriate action on the proposed amendments to the lease agreement between Travis County and the YMCA for operation and management of the East Metro Park Pool Complex.

B. Consider and take appropriate action on the proposed amendments to the Use, Operation, and Maintenance Agreement between Travis County, Continental Homes of Texas, L.P. and the Briarcreek Owners Association.

C. Approved by: _____

Ron Davis, Precinct 1 Commissioner

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:

Joseph P. Gieselman, TNR	854-9434
John Hille, County Attorney's Office	854-9415
Charles Bergh, TNR Parks	854-9408
Robert Armistead, TNR Parks	854-9831
Kurt Nielsen, TNR Parks	854-7218

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.)

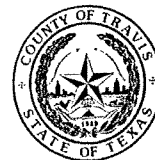
Purchasing Office (854-9700)

____ 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 Monday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-9436

May 7, 2010

MEMORANDUM

TO: Members of the Commissioners' Court

FROM: Joseph P. Gieselman, Executive Manager

SUBJECT: Amendments to the East Metro Park Pool Agreements with the YMCA and the Briarcreek Owners Association.

Proposed Motion:

- A. Consider and take appropriate action on the proposed amendments to the Lease Agreement between Travis County and the YMCA for operation and management of the East Metro Park Pool Complex.
- B. Consider and take appropriate action on the proposed amendments to the Use, Operation, and Maintenance Agreement between Travis County, Continental Homes of Texas, L.P., Bell-Nash/Rathgeber Joint Venture, and the Briarcreek Owners Association (.).

Summary and Staff Recommendation:

Travis County's current agreement with the YMCA expires on May 31, 2010. The County also has a use, operation, and maintenance agreement with the Briarcreek Owners Association (BOA). We are proposing minor amendments to the agreements to address the following issues:

Item A

- We propose extending the agreement for another five (5) years.
- We propose an automatic renewal after that five (5) year period.
- We propose language to clarify the "Summer Swim Season".
- We propose that the YMCA provide a more detailed fee schedule prior to the swim season.
- We propose clarification of the budget process; including more specificity as for what expenditures the YMCA can use Travis County's budgeted funds.
- We propose the establishment of a deadline for the YMCA to provide year-end financial reports.

Item B

- We propose language to clarify that each Briarcreek Owner who pays the membership fee receives a "Family" Membership.

Budgetary and Fiscal Impact:

As part of this agreement the BOA pays 50% of the season pass charge (currently at \$75 per household) in annual fees. In return each household that is current on the homeowner's dues receives a Summer Swim Season Family Pass at the East Metro Park Pool. The YMCA also collects fees from the general public for use of the pool.

During the first 5 years of the YMCA agreement Travis County has budgeted \$25,000 per year in reserve funds to cover any expenditures incurred by the YMCA that were above and beyond revenues generated from these sources. To date these funds have not been required. However, due to current economic conditions the BOA is now one year behind in payment of its Pool Membership Fee. This has resulted in the YMCA operating in the red for approximately \$41,325. \$40,125 of this represents BOA 2009 fees outstanding and \$1,200 that would be due from Travis County. The BOA has indicated that they will be able to send a check for the 2009 dues and commit to a payment plan for 2010. (See attached Financial Statement)

We anticipate with economic conditions in the area improving and the current agreements in place we will continue to cover the cost of operating the East Metro Park Pool with minimal need for County funds. However, as the infrastructure ages we may need to contribute to its upkeep. We recommend continuing our practice of budgeting \$25,000 in reserve funds for this amenity.

Issues and Opportunities:

This agreement is a great opportunity to provide the people in this area of the County with a swimming pool without Travis County getting into the "pool business". The YMCA has experience and expertise in operating swimming pools and has been an excellent partner in this project.

The struggles that the BOA have had meeting their obligations are a concern. We continue to hope better economic conditions in the future will eliminate this difficulty.

Background:

In June of 2005 Travis County entered into a lease agreement with the YMCA to operate the pool and an agreement with Continental Homes of Texas, L.P., Briarcreek Owners Association, Inc., and Bell-Nash/Rathgeber Joint Venture concerning the Use and Operation of the East Metro Park Pool. Over the past 5 years these agreements have provided the citizens of this community an exceptional swimming facility to go along with one of Travis County's premier parks.

The pool is enjoyed by area citizens, kids involved in YMCA camps, and others visitors of East Metro Park. This pool and our partnership will hopefully be a model for future collaborations within our park system.

Required Authorizations:

Travis County Commissioners Court

Exhibits:

Original Agreements
Amendments
Financial Statement

JPG:ra

xc: John Hille, County Attorney
Julie Joe, County Attorney
Charles Bergh, Division Director, Parks
Robert Armistead, Division Manager, Parks
Donna Williams-Jones, Financial Analyst
Kurt Nielsen, District Park Manager
Robert Davis, Park Supervisor, East Metro Park

USE, OPERATION AND MAINTENANCE AGREEMENT
EAST METRO PARK, TRAVIS COUNTY, TEXAS

THIS USE, OPERATION, AND MAINTENANCE AGREEMENT (this "*Agreement*") is entered into by and among **Travis County, Texas** (the "*County*"), **Continental Homes of Texas, L.P.**, a Texas limited partnership ("*Builder*"), **Briarcreek Owners Association, Inc.**, a Texas non-profit corporation (the "*Association*"), and **Bell-Nash/Rathgeber Joint Venture**, a Texas joint venture (the "*Developer*"). The County, Builder, Association and Developer are sometimes hereinafter referred to individually as a "*Party*" and collectively as the "*Parties*". Each of the Parties confirms that it has the authority and ability to enter into this Agreement, and to perform its obligations under this Agreement, without the further approval or consent of any other person or entity.

RECITALS:

WHEREAS, the County owns the real property described in Exhibit "A" which is part of East Metro Park (the "*Park*"), and has adopted a Master Plan for the Park that includes a swimming pool complex; and

WHEREAS, the Developer owns and is in the process of developing 1,036 lots located on 620.8 acres of land on Blake Manor Road in Travis County, Texas, according to the Preliminary Plan approved by the Travis County Commissioners Court on April 8, 2003 (the "*Briarcreek Subdivision*"), located in the proximity of the Park ("*Developer's Land*"); and

WHEREAS, Builder is purchasing portions of Developer's Land from Developer and constructing single family homes on lots in the Briarcreek Subdivision; and

WHEREAS, Developer, as Declarant, previously recorded that certain Declaration of Covenants, Conditions and Restrictions – Briarcreek under Document No. 2001108049, Real Property Records of Travis County, Texas, to provide certain protective easements, covenants, conditions and other terms governing Developer's Land, which Declaration was amended and restated by the Amended and Restated Declaration of Covenants, Conditions and Restrictions – Briarcreek recorded under Document No. 2002102865 in the Official Public Records of Travis County, Texas (as modified, supplemented, and restated from time to time, the "*Declaration*"); and

WHEREAS, the Builder and Developer established the Association pursuant to the Declaration, and all persons owning homes in the Briarcreek Subdivision (the "*Homeowners*") are required to be members in the Association; and

WHEREAS, in connection with the County's implementation of the Master Plan for the Park and Builder's and Developer's ongoing development of the Briarcreek Subdivision, and in recognition of the opportunity afforded all Parties to provide a unique recreational feature in the community, the County, Builder, Developer and Association have agreed to cooperate in the design and construction, and in the arrangement for the operation and maintenance of, a swimming pool complex in the Park (the "*Pool*"); and

WHEREAS, the Builder, the Developer and the Association anticipate that the cost to them of allowing members of the Association to use the Pool under the terms set forth in this Agreement will be less than the cost to them would be if the Builder, Developer and Association owned, operated, and maintained a community facility similar to the Project.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which each Party acknowledges, and in further consideration of the mutual benefits each Party can expect to receive under this Agreement, the County, Builder, Developer and Association covenant and agree as follows:

1. **Cooperation Agreement.** The County, Builder, and Developer have, concurrently with the execution of this Agreement, executed that certain Cooperation Agreement pursuant to which the County and Builder will cooperate in the design and construction of the Pool and related amenities and facilities in the Park, as more fully set forth in the Cooperation Agreement. The Pool and all related amenities and facilities constructed or to be constructed by the Builder pursuant to the Cooperation Agreement may be referred to as the "*Project*".

2. **Costs & Benefits to the Parties.** The Parties acknowledge and agree that current and future homeowners of the Briarcreek Subdivision will all benefit for a variety of reasons, both long term and short term, if the County, Builder, and Developer cooperate to design and construct, and arrange for the operation and management of, the Project as a coordinated, public/private partnership and if the Parties each share in certain expenses in the construction, operation, and maintenance of the Project.

(a) **County.** The County has agreed to pay for the entire cost of the parkland and for the design and construction of site improvements related to the Pool. The County has agreed to operate and maintain the Pool complex as supported by user fees based on cost recovery..

(b) **Builder.** The Builder normally constructs a swimming pool and/or other amenities (an "*Amenities Center*") in communities like the Briarcreek Subdivision for the benefit of the homeowners in such community. In each such community, the Amenities Center is conveyed to the owners' association which thereafter owns, operates, and maintains the Amenities Center for the benefit of its members. Such owners' association finances the costs of owning, operating, and maintaining the Amenities Center by collecting dues and assessments paid by the homeowners to the association. The Builder has agreed to bear most of the costs of the design and construction of the Project, as more fully set forth in the Cooperation Agreement. The benefit which Builder expects to receive in return for designing and building the Pool and other elements of the Project is access to the Pool for all Homeowners and their families at a lower cost to the Association than would otherwise be incurred if the Association owned and maintained its own Amenities Center.

3. **Operation of the Project.** The County agrees that the Pool shall be operated such that admission to and use of the Pool requires: (i) payment of a fee for each admission (the "*Pool Daily Admission Fee*") or (ii) payment of an annual membership fee (the "*Annual Membership Fee*") which entitles the person or family paying such Annual Membership Fee to daily access to and use of the Project during Pool hours for each year that the Annual Membership Fee is paid ("*Pool Membership*"). The Pool Daily Admission Fee and the Annual Membership Fee may be collectively referred to as the "*Pool Fees*". The County agrees that the Project shall be maintained as a non-profit operation, and that all Pool Fees and any EMP Recovery Contribution (as defined below) shall be used solely for the operation, maintenance, repair, and replacement of the Pool and elements of the Project, and for no other County projects. The Parties agree that the County may contract with an independent third party to operate the Project (the "*Project Operator*"). As more fully set forth below, the County presently anticipates that the initial Project Operator will be the YMCA (as defined below).

4. **Establishing the Pool Fees.** The County and, if applicable, the Project Operator will establish an annual budget for the operation and maintenance of the Project (the "*Project Budget*"). The Project Budget shall include reasonable reserve funds that may be used for purposes including but not limited to contingencies, future improvements, major repairs, and operations and maintenance during periods of shortfalls of available revenue. The Project Budget will be used only for the Project, and for no other projects, parks, facilities, or operations of the County or the Project Operator. The Project Operator shall set Annual Membership Fees and Pool Daily Admission Fees at an amount which is reasonably calculated to support Pool operation and maintenance and shall certify that the fees are no higher than is reasonable and necessary; provided, however, the

Commissioners Court of Travis County, Texas (the "*Commissioners Court*") shall have the right to veto the Annual Membership Fees and Pool Daily Admission Fees established by the Project Operator, and to adjust such fees to the extent the fees are clearly unreasonable. In establishing the Pool Fees, the Project Operator shall set the adult Pool Daily Admission Fee (*i.e.*, the fee to use the Project for one day) at an amount equal to not less than one-twelfth ($1/12^{\text{th}}$) of the Briarcreek Owner's Fee (*i.e.*, the Annual Membership Fee paid by Homeowners who are members of the Association).)

5. **Reduced Annual Membership Fee.** All Homeowners who pay the Annual Membership Fee shall be entitled to a Pool Membership. The Annual Membership Fee for Homeowners shall be one-half of the Annual Membership Fee charged to the general public (the "*Briarcreek Owner's Fee*"). All Pool users, regardless of whether they are Homeowners or members of the general public, shall be required to comply with all Pool rules and regulations.

6. **Supplement & Amendment to Declaration.** In order to accomplish the goals of the Project and the purpose of this Agreement, the Developer and the Association shall execute and cause to be filed in the Official Public Records of Travis County, no later than fourteen (14) days after execution of this Agreement, a Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions substantially in the form attached hereto as Exhibit "B" (the "*Pool Supplement*") that will supplement and amend the Declaration. The Pool Supplement shall be imposed on all 1,036 lots in the Briarcreek Subdivision. The Association shall be obligated under the Pool Supplement and this Agreement to pay to the County the Pool Membership Fees for all Homeowners from Assessments collected by the Association from its members. As used in this Agreement, the term "*Assessment*" has the same meaning as in the Declaration.

7. **County's Agreements.** The County further agrees that the County shall (i) use best efforts to provide site operation, maintenance and repair for the Project for a minimum period of five (5) years, including maintaining the parking lot and site landscaping, providing security during and after hours of operation of the Pool, and providing pool equipment (including guard stand, lane lines, buoys, chairs, table), and (ii) consider subsidizing Annual Membership Fees for low-income households.

(a) In addition, if within the first five (5) years of Pool operation the County determines that it is necessary to permanently or temporarily close the Pool for budgetary reasons (which term shall not include closure for reasons of public health or safety or due to mechanical or structural problems beyond the County's control), the County shall be entitled to do so. In the event of such permanent or temporary closure for budgetary reasons, the County will suspend the Association's obligation to pay upcoming Annual Membership Fees until the pool is reopened. In addition, for every month during which the Pool is closed or otherwise not operational during the first five-year period of Pool operation for budgetary reasons, the County will pay to the Builder a pro-rata share of the Pool design and construction costs, which sum shall be determined by dividing the number of days of Pool closure by the entire number of open Pool days in that five-year period, and multiplying the result by the total costs of Pool design and construction incurred by Builder in connection with the Pool project. Notwithstanding the foregoing, the parties agree that in no event will the pro-rata sum paid by the County as a result of Pool closure for budgetary reasons exceed the sum of \$ 100,000.00 per year.

8. **YMCA as Project Operator.** The Builder, Association, and Developer acknowledge (i) that the County anticipates that, upon completion of the Project, the County will enter into a contract with the Young Men's Christian Association ("*YMCA*"), or other qualified pool operator,

for operation and maintenance of the Pool; (ii) that the YMCA, or other qualified pool operator, possesses certain expertise in the area of swimming pool design and standards, and (iii) that the County will therefore regularly consult with and seek and rely on the advice and opinions of the YMCA, or other qualified pool operator, during design and construction of the Project. The Developer and Builder agree to cooperate and coordinate with the YMCA, or other qualified pool operator, when requested to do so by the County.

9. **Inclusion of Other Subdivisions.** In the event other developers of property located in the proximity of the Park desire that the County permit their subdivision lot owners to use the Pool under terms and conditions similar to those set forth in this Agreement and in Exhibit "B", then the County may enter into an agreement with other developers provided that it requires a capital recovery contribution of not less than \$500 per lot (the "*EMP Recovery Contribution*"), adjusted for inflation from and after June 1, 2005, and that it does not provide terms to the developer or other homeowners more favorable than those granted to Builder, Developer, the Association, and the Homeowners in this Agreement (including, without limitation, offering Pool Memberships for less than the Briarcreek Owner's Fee then in effect when such other agreements are executed). In addition, unless otherwise agreed by the County and the Association, the County shall not enter into agreements with additional developers or subdivisions which would result in more than 2,500 households, in the aggregate, being eligible to participate in the program established by this Agreement without the County providing additional infrastructure and/or expansion of the Project or by mutual agreement of the County and the Association.

10. **Miscellaneous.**

(a) **Notice.** Any notice given hereunder by any Party to another must be in writing and may be effected by personal delivery or by certified mail, return receipt requested, when mailed to the appropriate Party at the addresses specified below:

County:	Joseph P. Gieselman (or successor) Executive Manager Transportation and Natural Resources Department
Address:	P.O. 1748 411 W. 13th St. Austin, Texas 78767
Copy to:	David Escamilla (or successor) Travis County Attorney P.O. Box 1748 Austin, Texas 78767 Attn: File No. 163.1438
Builder:	Continental Homes of Texas, L.P.
Address:	Attn: Richard Maier Land Development Manager 12554 Riata Vista Circle, 2 nd Floor Austin, Texas 78727
Copy to:	Tim Taylor Jackson Walker L.L.P. 100 Congress Avenue, Suite 1100 Austin, Texas 78701
Developer:	Edward R. Rathgeber, Jr.

Managing Venturer
Bell-Nash/Rathgeber Joint Venture
2711 Hillview Green Lane
Austin, Texas 78703

Association: Briarcreek Owners Association, Inc.

The Parties may change their respective addresses for purposes of notice by giving at least five (5) days written notice of the new address to the other Party. If any date or any period provided in this Agreement ends on a Saturday, Sunday or legal holiday, the applicable period will be extended to the next business day.

(b) Entire Agreement. This Agreement contains the complete and entire Agreement between the Parties respecting the Project, and supersedes all prior negotiations, agreements, representations, and understandings, if any, between the Parties. This Agreement may not be modified, discharged, or changed except by a further written agreement, duly executed by the Parties. However, any consent, waiver, approval or other authorization will be effective if signed by the Party granting or making such consent, waiver, approval, or authorization.

(c) Limitation on County Employee's Authority. No official, representative, agent, or employee of the County has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Travis County Commissioners Court.

(d) Further Assurances. The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(e) Force Majeure. If performance by any Party of any obligation under this Agreement is interrupted or delayed by reason of unforeseeable event beyond its control, whether such event is an act of God or the common enemy, or the result of war, riot, civil commotion, sovereign conduct other than acts of the County under this Agreement, or the act of conduct of any person or persons not a party or privy hereto, then such Party will be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(f) Specific Performance. The Parties acknowledge that in the event of default on any obligation under this Agreement, remedies at law will be inadequate and that, in addition to any other remedy at law or in equity, each Party will be entitled to seek specific performance of this Agreement.

(g) Choice of Law. This Agreement will be construed under the laws of the State of Texas and all obligations of the Parties hereunder are performable in Travis County, Texas. Any suits pursued relating to this Agreement will be filed in a court of Travis County, Texas.

(h) Legal Construction & Interpretation. As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number will each be deemed to include the others. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective will not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof will be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

(i) Successors & Assigns. This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns.

Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

(j) Indemnification. In addition, the Builder agrees to indemnify, save and hold harmless the County, its agents and employees from all suits, attorneys' fees, action or claims and from all liability and damages for any and all injuries, death or damages sustained by any person or property in consequence of any negligence, error or omission in the performance of this Agreement and from any claims or amounts arising or recovered under the Workers' Compensation Laws the Texas Civil Practice & Remedies Code Section 101.002, et seq., (Texas Tort Claims Act) or any other laws whether he is wholly or partially at fault. He shall further so indemnify and be responsible for any and all injuries, death or damages sustained by any person or liability or damages to property of any character occurring or resulting from any act, omission, neglect or misconduct on his part in the manner or method of executing the work; or from failure to properly execute the work; or from defective work or materials. The Builder shall not be released from these responsibilities until all claims have been settled and suitable evidence to that effect furnished the Commissioners Court.

(k) Execution; Multiple Counterparts. This Agreement is effective upon execution by all the Parties. This Agreement may be executed simultaneously in one or several counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. The terms of this Agreement will become binding upon each Party from and after the time that it executes a copy hereof. In like manner, from and after the time it executes a consent or other document authorized or required by the terms of this Agreement, such consent or other document will be binding upon such Party.

(l) The County's "Out". Subject to Section 7 above, if at any time during the performance of this Agreement the Travis County Commissioners Court (i) fails to provide funding during the following fiscal year of Travis County, Texas, for the expenditures required by this Agreement; (ii) does not adopt a budget for expenditures, or (iii) is able only to partially fund the expenditures required by this Agreement, then the County may, upon giving the Builder and Association written notice of such failure to fund and termination, terminate this Agreement, or a part thereof, without any further liability, effective thirty (30) calendar days after the County notifies the Builder and Association in writing of such failure to fund and termination. The Builder and Association shall have no recourse against the County as to costs or expenses incurred by the Builder for any portion of the Project performed up to that date, including without limitation any recovery for lost profits anticipated to be made hereunder.

(m) Exhibits. The following exhibits are attached to and incorporated into this Agreement for all purposes:

<u>Exhibit "A":</u>	East Metro Park
<u>Exhibit "B":</u>	Supplemental and Amendatory Declaration of Covenants, Conditions and Restrictions -- Briarcreek

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, on this ____ day of _____, 2004.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

THE COUNTY:

TRAVIS COUNTY, TEXAS

By: Samuel T. Biscoe
Samuel T. Biscoe, Travis County Judge

Date: 10-12-04

BUILDER:

Continental Homes of Texas, L.P.
(a Texas limited partnership)

By: CHTEX of Texas, Inc.
(a Delaware corporation)
Its General Partner

By: Richard N. Maier
Name: Richard N. Maier
Title: Vice President

Date: October 11, 2004

THE ASSOCIATION:

Briarcreek Owners Association, Inc.
(a Texas non-profit corporation)

By: Edward R. Rathgeber Jr.
Name: Edward R. Rathgeber, Jr.
Title: President

Date: October 11, 2004

DEVELOPER:

Bell-Nash/Rathgeber Joint Venture
(a Texas joint venture)

By: Edward R. Rathgeber Jr.
Edward R. Rathgeber, Jr.
Managing Venturer

EXHIBIT "A"
East Metro Park

EXHIBIT A-1

LEGEND

EXISTING BOND FUNDED

1. ENTRY - BLAKE MANOR ROAD
2. PLAYGROUND - SPRING PARK
3. YOUTH BALL COMPLEX - LIGHTED
4. SMALL CONCESSION AREA W/ RESTROOM
5. PARKING
6. POND - POND
7. VOLLEYBALL COURT
8. REST ROOM
9. BASKETBALL COURTS - HOME COURT, GYMNASIUM AND BOYS COURTS LIGHTED
10. PARK ROAD
11. PARK TRAIL
12. ENTRY - BURELSON MANOR ROAD
13. MULTI-PURPOSE FIELDS - LIGHTED 140' X 100'
14. MULTI-PURPOSE FIELDS - LIGHTED 120' X 100'
15. LARGE CONCESSION AREA W/ RESTROOM

MASTER PLAN AMENDMENTS 9.23.03

- * RELOCATION OF MAINTENANCE FACILITY
- * RELOCATION OF POND (PRIVATELY FUNDED)
- * RELOCATION OF PARK BOUNDARY TO REFLECT NEW TRACT ACQUISITION
- * ADDITION OF CHURCH ON ALL BOUNDARY
- * ADDITION OF PARK BOUNDARY RELOCATED TO REFLECT NEW TRACT ACQUISITION

OTHER FUNDING

16. MAINTENANCE BUILDING
17. PRACTICE FIELD
18. FRUIT ORCHARD
19. PARK INFORMATION KIOSK
20. HOUSE - DATED LATE 1900'S
21. POOL COMPLEX - PRIVATELY FUNDED
22. MEETING COMPLEX
23. AMPHITHEATER COMPLEX W/ STAGE AND RESTROOMS
24. BOAT HOUSE W/ PIER
25. SKATE CONCESSION W/ RESTROOMS
26. ADULT OLDER YOUTH BALLFIELD - LIGHTED
27. OPEN LAWN
28. VOLLEYBALL COURTS
29. SKATE PARK
30. TENNIS COURTS
31. DISC GOLF
32. NATURE TRAILS
33. PERIMETER TRAIL
34. MULTI-PURPOSE FIELDS
35. PARKING
36. SMALL CONCESSION W/ RESTROOM
37. FISHING PIER
38. LARGE PLAYGROUND - SPRAY PARK
39. PICNIC AREA
40. TALL GRASS PRAIRIE
41. ENTRY TOWER
42. PARK TOWER
43. HOLLOWED-OUT MEADOW
44. PARK HALLER RESIDENCE
45. PROPOSED ROAD REALIGNMENT



EAST METRO PARK MASTER PLAN

EAST METRO PARK
MASTER PLAN

EXHIBIT A-1

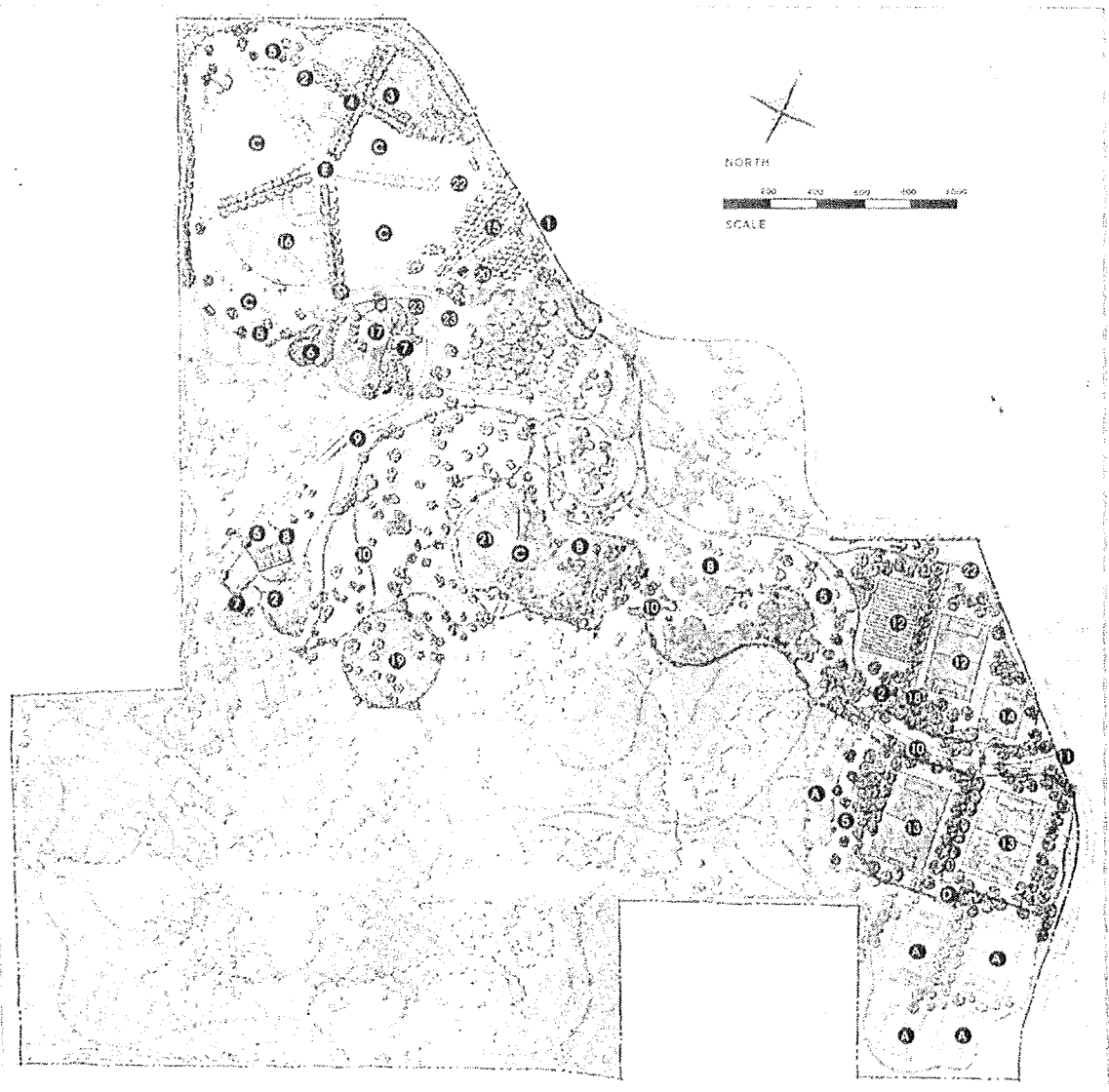
LEGEND

BASE BID

1. ENTRY - BURKE MANOR ROAD
2. PLAYGROUND
3. YOUTH BALL COMPLEX - LIGHTED - 3 FIELDS
4. SMALL CONCESSION AREA W/ RESTROOM
5. PARKING
6. PICNIC AREA
7. RESTROOMS
8. BASKETBALL COURT - ONE COURT COVERED AND LIGHTED
9. PARK ROAD
10. PARK TRAILS
11. ENTRY - DUNLEITH MANOR ROAD
12. MULTI-PURPOSE FIELDS - LIGHTED
13. MULTI-PURPOSE FIELD - LIGHTED
14. PRACTICE FIELD
15. FRUIT ORCHARD
16. ADULT/OLDER YOUTH BALLFIELD - LIGHTED
17. LARGE PLAYGROUND - SWAMP PARK
18. SMALL CONCESSION W/ RESTROOM
19. OPEN LAWN
20. PARK INFORMATION KIOSK
21. AMPHITHEATER - SEATINGWORK AND SEATING
22. TALL GRASS PRAIRIE
23. WIDE/FLAT MEADOW

ALTERNATE

- A. PRACTICE FIELDS - 12 AND MULTI-PURPOSE FIELDS - 12, LIGHTED
- B. HEATING/CHILLER
- C. ADULT/OLDER YOUTH BALLFIELD AND YOUTH BALLFIELD - LIGHTED
- D. LARGE CONCESSION AREA WITH RESTROOMS AT SOCCER COMPLEX
- E. LARGE CONCESSION AREA WITH RESTROOMS AT BASKETBALL COMPLEX



PHASE 1 CONSTRUCTION ITEMS

EAST METRO PARK
MASTER PLAN

EXHIBIT "B"
SUPPLEMENT AND AMENDMENT TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
BRIARCREEK
(attached)

**SUPPLEMENT AND AMENDMENT TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
BRIARCREEK**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

KNOW ALL BY THESE PRESENTS:

THAT WHEREAS, Bell-Nash/Rathgeber Joint Venture, a Texas joint venture ("*Declarant*") previously recorded that certain Declaration of Covenants, Conditions and Restrictions – Briarcreek ("*Original Declaration*") in Document No. 2001108049, Real Property Records of Travis County, Texas, to provide certain protective easements, covenants, conditions and other terms governing that certain real property located in Travis County, Texas (the "*Property*"), which Original Declaration was amended and restated by instrument recorded in the Official Public Records of Travis County, Texas, in Document Number 2002102865 (the "*Declaration*"); and

WHEREAS, Declarant desires to convey the Property subject to certain additional conditions, restrictions, liens and charges hereinafter set forth; and

WHEREAS, Declarant desires, pursuant to Sections 6.03 and 10.02 of the Declaration, to supplement and amend the Declaration such that the Property shall be and is bound by the covenants, conditions, restrictions, liens, charges and other terms of this Supplemental and Amendatory Declaration of Covenants, Conditions and Restrictions (this "*Supplemental Declaration*"); and

WHEREAS, Declarant's purpose in supplementing and amending the Declaration is to satisfy Declarant's obligations to Travis County, Texas as set forth in the Cooperation Agreement between Travis County and Continental Homes of Texas, L.P., Relating to the Design, Construction, Operation and Maintenance of a Public Swimming Pool in the East Metro Park and the Use, Operation and Maintenance Agreement related to the East Metro Park, which agreements shall be recorded in the Real Property Records of Travis County, Texas; and

WHEREAS, the Property shall be subject to certain conditions, restrictions, liens and charges hereinafter set forth.

NOW, THEREFORE, it is hereby declared: (i) that all of the Property shall be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof; and (ii) that each contract or deed which may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions regardless of whether or not the same are set out or referred to in said contract or deed. All capitalized terms used but not defined herein shall have the meaning ascribed to them in the Declaration.

Article I **THE ASSOCIATION**

1.01 Powers and Authority of the Association. In addition to the powers and authority set forth in Section 6.04 of the Declaration, the Association shall further have the obligation, power and authority at all times as follows:

(a) **Payment to Travis County.** To pay directly to Travis County, on or before May 1 of each calendar year, for each residential lot owned and occupied by a Lot Owner other than Declarant a sum equal to one-half the cost that the Travis County charges to the general public for an annual membership for use of the swimming pool in East Metro Park Swimming Pool Facility for the upcoming year (the "*Pool Membership Payment*"), at the address set forth below. The sum to be paid to Travis County per lot shall be \$75.00 for the year 2005, which shall be paid no later than June 1, 2005. Thereafter, by April 1 of each year, Travis County shall notify the Association in writing of the amount to be paid per lot.

(b) **Membership List.** To compile and maintain a list of all Lot Owners who have paid the Swimming Pool Assessment described below (the "*Membership List*"), for the purpose of allowing Travis County to issue seasonal membership passes as described below; and to update the Membership List a minimum of four (4) times each calendar year.

(c) **Collection of Swimming Pool Assessment.** To levy and collect from each Lot Owner (other than Declarant) a Swimming Pool Assessment that shall entitle each occupied household – defined as each Lot Owner (other than Declarant) and residents of the Lot but not including the guests, invitees or licensees of the preceding – to one seasonal membership pass to the East Metro Park Swimming Pool Facility located in the Travis County East Metro Park. The Association may notify Travis County of any Lot Owner who has not paid the Swimming Pool Assessment and direct Travis County to deny that Lot Owner's household use of the East Metro Park Swimming Pool Facility, but non-payment by a Lot Owner shall not relieve the Association of its obligation to pay Travis County the full amount of the Pool Membership Payment under subsection (a) above.

1.02 Rights of Lot Owners. A seasonal membership pass shall permit the Lot Owners to free entry on all days on which the East Metro Park Swimming Pool Facility is open to the general public each calendar year. The Association may collect the Swimming Pool Assessment on a monthly basis or annually, at its option.

1.03 Association Obligations. The Association shall have the right to exercise all powers under Sections 3.15, 8.01, 8.05, 8.06 of the Declaration to collect the Swimming Pool Assessment. However, the Association shall have the obligation to pay the Pool Membership Payment and provide the Membership List to Travis County, as set forth in subsections 1.01(a) and 1.01 (b), on or before May 1 of each calendar year, notwithstanding the Association's exercise or failure to exercise its rights to levy and collect the Swimming Pool Assessment as set forth above.

1.04 Payment. The Pool Membership Payment shall be made by check payable to "Travis County" and shall be delivered to County at the following address: Travis County, c/o Joe Gieselman (or successor), Executive Manager, Transportation and Natural Resources Department, P.O. Box 1748, 411 W. 13th Street, Austin, Texas 78767.

1.05 Dissolution of Mandatory Homeowners Association. If a PID or CDD is established as described in Section 6.06 of the Declaration, Declarant shall not exercise its option to dissolve the mandatory Association unless the acquiring entity agrees to assume the Pool Membership Payment obligation according to the terms set forth in this Supplemental Declaration.

Article II
MISCELLANEOUS

2.01 **Term.** This Supplemental Declaration, including all of the covenants, conditions and restrictions hereof, shall run as long as the East Metro Park Swimming Pool Facility in the Travis County East Metro Park is operational. For purposes of this Supplemental Declaration, "operational" means the East Metro Park Swimming Pool Facility is open and operating during the posted days and hours of operation throughout the summer season (generally, Memorial Day through Labor Day) of any given calendar year, including any periods during which necessary maintenance, repairs or other circumstances require temporary closure of the East Metro Park Swimming Pool Facility.

2.02 **Amendment/Extinguishment.** Neither this Supplemental Declaration nor any provision of the Declaration affecting the validity, content, or enforceability of this Supplemental and Amendatory Declaration shall be amended or extinguished, as provided in Section 10.02 of the Declaration or otherwise, without the prior written approval of Travis County.

2.03 **Limitations on Assessments.** The Swimming Pool Assessment shall not be subject to the 5% limit on annual increases to regular annual assessments under Section 8.03 of the Declaration, nor shall it be considered a special assessment under Section 8.04 of the Declaration.

2.04 **Defined.** Unless otherwise indicated, all terms used in this Supplementary and Amendatory Declaration shall have the same meaning assigned in the Amended and Restated Declaration.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration to be effective on the _____ day of _____, 2004.

DECLARANT

Bell-Nash/Rathgeber Joint Venture
(a Texas joint venture)

By: 
Edward R. Rathgeber, Jr.,
Managing Venturer

CERTIFICATION

This Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions for Briarcreek has been approved by the Board of Directors of the Briarcreek Owners Association, Inc.

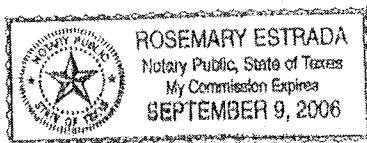
Briarcreek Owner's Association, Inc.
(a Texas non-profit corporation)

By: *Edward R. Rathgeber Jr*
Name: Edward R. Rathgeber, Jr.
Title: President

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 11th day of October, 2004, by Edward R. Rathgeber, Jr., Managing Venturer of Bell - Nash/Rathgeber Joint Venture, a Texas joint venture, on behalf of said joint venture.

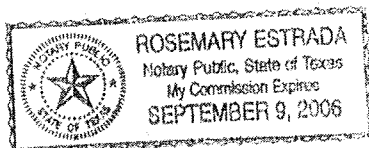


Rosemary Estrada
Notary Public - State of Texas
Print Name: Rosemary Estrada
My Commission Expires: Sept. 9, 2006

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me, the undersigned authority, this 11th day of October, 2004, by Edward R. Rathgeber President of the Briarcreek Owners Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.



Rosemary Estrada
Notary Public - State of Texas
Print Name: Rosemary Estrada
My Commission Expires: Sept. 9, 2006

After Recording, Please Return To:

Timothy C. Taylor, Esq.
JACKSON WALKER L.L.P.
100 Congress Avenue, Suite 1100
Austin, Texas 78701-4099

5/24/05

LEASE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THIS LEASE AGREEMENT (this "Lease") is entered into by and between the following parties: Travis County, Texas ("Landlord") and the YMCA of Austin, Inc., also referred to herein as "YMCA" ("Tenant").

RECITALS:

WHEREAS, the parties acknowledge that the Travis County Commissioners Court exercises and performs the powers and duties provided by Chapter 320 of the Texas Local Government Code regulating county parks; and

WHEREAS, the parties further acknowledge that § 320.044 authorizes the Commissioners Court to enter a lease agreement with any person considered necessary or convenient to carry out the purposes and powers granted by Chapter 320, including a lease agreement relating to the maintenance or operation of a facility located in a park under its control, and the Travis County East Metro Park is a park under the control of the Commissioners Court; and

WHEREAS, Tenant is aware that, prior to execution of this Lease, Landlord entered into that certain agreement entitled the "Use, Operation and Maintenance Agreement, East Metro Park," between Travis County, Continental Homes of Texas, L.P., Briarcreek Owners Association, Inc., and Bell-Nash/Rathgeber Joint Venture (the "Use and Operation Agreement") pertaining to the operation and management of the Travis County East Metro Park, the same property that is the subject of this Lease; and

WHEREAS, Tenant acknowledges: (i) that the Use and Operation Agreement imposes specific and binding obligations on Landlord with respect to the operation and management of the Travis County East Metro Park; and (ii) that it is the intention of the parties hereto that the terms and conditions of this Lease and the terms and conditions of the Use and Operation Agreement shall be construed consistently, so that Landlord shall be deemed to have the authority and right to perform its contractual obligations arising out of or in connection with the Use and Operation Agreement throughout the term of this Lease; and

WHEREAS, Tenant acknowledges that: (i) effective on the Commencement Date of this Lease, Landlord will turn over possession of the EMP Pool Complex, as defined herein, to Tenant and that Tenant will thereby assume total responsibility for operation and management of the EMP Pool Complex; (ii) Landlord will have no control over, or duties regarding, operation and management of the EMP Pool Complex as of the Commencement Date, and that Landlord neither has nor assumes any responsibility or liability arising therefrom; and (iii) Landlord has no experience or expertise in operating and/or managing public swimming pools and that, by

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contrast, Tenant is uniquely qualified as a public swimming pool operator/manager and has extensive experience and expertise in such pool operation and management.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT:

1.0 Lease Grant.

- 1.1 Landlord does hereby demise and lease to Tenant, and Tenant leases from Landlord, that certain tract or parcel of land situated in Travis County, Texas consisting of approximately 13,976 square feet of real property located in the public park known as the Travis County East Metro Park located at 18667 Blake-Manor Road, Manor, Texas in Travis County, Texas (the "EMP Pool Complex") and more particularly described on Exhibit A, attached hereto and made a part hereof.

2.0 Term.

- 2.1 This Lease shall continue in force during a period beginning on the eleventh day of June, 2005 (the "Commencement Date") and ending five (5) years after the Commencement Date, or on May 31, 2010, subject to extension and earlier termination as provided herein (the "Lease Term").
- 2.2 Tenant may renew the Lease for an additional sixty (60) months (the "Additional Term") by notifying Landlord of its intention to renew at least ninety (90) days before the end of the initial Lease Term. The Additional Term shall be available to Tenant for consideration to be negotiated by Landlord and Tenant prior to expiration of the initial Term.

3.0 Consideration.

- 3.1 In consideration of this Lease, Tenant agrees to perform the following services and carry out the following activities, in and for the EMP Pool Complex (collectively, the "Operation and Management Services"):

- (i) provide a pool manager and certified lifeguards at all times of Pool Operation, as well as during any swimming lessons or other pool program activities provided by Tenant, as defined in Paragraph 3.4 below, subject to staffing changes described in Paragraph 3.5, per attendance and in accordance with the Texas Pool Code;
- (ii) offer swimming lessons, or other pool program activities, in two and three week sessions beginning in June, and provide a class schedule and fees within sixty (60) days of the Effective Date of this Agreement; provided, however, Landlord and Tenant agree that swimming lessons, or other pool program activities, will be arranged at times that do not conflict with open swimming;

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- (iii) timely pay for all utilities listed in Paragraph 4.2 incurred in connection with Tenant's provision of the Operation and Management Services;
- (iv) develop and establish emergency procedures for the EMP Pool Complex, including an emergency operations plan that includes ground and air ambulance access points;
- (v) maintain all public and common areas of the EMP Pool Complex located inside the metal boundary fence (the "Perimeter Fence") including the pool house and associated structures, as shown on **Exhibit A**, in a reasonably good order and condition;
- (vi) perform equipment and safety inspections;
- (vii) obtain all proper permits, including staff training and certification, and provide and perform all adjustments necessary to meet established State Health Code standards;
- (viii) perform random inspections of equipment and equipment placement as well as risk management inspections; replacement of missing equipment will be the responsibility of Tenant unless the loss was the direct result of Landlord's negligence;
- (ix) establish and enforce rules of conduct, and perform all necessary supervision, to insure the safety of all patrons and staff; such rules shall include the prohibition of illegal drug and/or alcohol use by EMP Pool Complex patrons at any time while on the EMP Pool Complex premises;
- (x) ensure all Tenant staff members and employees: (a) park only in designated areas; (b) observe all EMP Pool Complex rules; and (c) undergo background checks (as provided by Tenant) prior to working at the EMP Pool Complex.

3.2 Maintenance, Repairs and Alterations.

- (i) As part of the Operation and Management Services, Tenant shall take good care of the EMP Pool Complex during the Lease Term and keep it free from waste and nuisance of any kind. Tenant agrees to maintain the EMP Pool Complex, including vacuuming, maintaining proper pool chemistry, back washing of filters and routine equipment maintenance. Tenant agrees to maintain, including repairs and replacement, motors and pumps, decking and liner(s), lane lines, diving boards, pool toys, ladders and furnishings. Tenant agrees to provide pest control by means of a State-certified pest applicator within the Perimeter Fence on a regular schedule. Tenant agrees to keep the buildings, including all electrical, mechanical, plumbing fixtures and equipment, pumps and filtration devices, in good working condition and to make all structural and non-structural repairs necessary to do so, including those caused by fire, casualty or acts of God; provided, however, Landlord's right of access to the EMP Pool Complex shall be limited to the following purpose: inspecting the EMP Pool Complex to verify Tenant's satisfactory performance of its Lease obligations. Tenant agrees to pay for any repairs caused by the misuse or negligence of Tenant, Tenant's guests, patrons or invitees.

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- (ii) Upon termination of this Lease, Tenant shall deliver to Landlord the EMP Pool Complex, with all improvements located thereon (except as otherwise herein provided) in good repair and condition, reasonable wear and tear excepted, and all keys to the EMP Pool Complex. Unless otherwise agreed by the Parties in writing, all furniture, movable trade fixtures and equipment installed by Tenant must be removed by Tenant upon termination of this Lease in a good and workmanlike manner and Tenant agrees to leave the EMP Pool Complex in as good a condition as it was prior to removal of the equipment, reasonable wear and tear excepted. Any equipment or fixtures of Tenant that are installed in such a manner as to become part of the realty may be removed by Tenant if Tenant so elects, provided that Tenant restores or repairs any damage to the EMP Pool Complex caused by such removal. Any such equipment or fixtures not removed shall become the property of Landlord.

- 3.3 Tenant shall perform all repairs to Landlord's reasonable satisfaction. Any replacement of major equipment purchased, provided and/or installed by Tenant under this Agreement, including without limitation mechanical, electrical, plumbing or filtration equipment or systems, shall be of equal cost or value as the original, or its equivalent, and shall be approved by Landlord in advance. Landlord's prior approval shall not be required for minor equipment replacement. In the event Tenant is uncertain whether equipment is "major" or "minor" for purposes of this Section, Tenant shall notify Landlord prior to replacing the same, and obtain Landlord's approval if Landlord, in its sole discretion, determines the equipment is major.

- 3.4 "Pool Operation" means the EMP Pool Complex will be open to the public and fully operational Monday through Sunday during the "Summer Swim Season" which is defined as:

- (i) for 2005: Wednesday, June 1 through Sunday, September 4
- (ii) for subsequent years: Saturday prior to Memorial Day through Labor Day.

Hours of Pool Operation shall be set by Tenant, and shall be subject to the approval of the Travis County Commissioners Court, or its designee. Notwithstanding the foregoing, Tenant may open the pool exclusively for scheduled swimming lessons or other pool program activities before the pool opens to the general public, provided a pool manager and certified lifeguards are present during such lessons or activities.

- 3.5 Tenant may, in its discretion, increase or decrease the staffing of the EMP Pool Complex subject to EMP Pool Complex occupancy, inclement weather or other conditions.

- 3.6 Tenant recognizes and appreciates that the Operation and Maintenance Services are supported by the annual membership fees and pool daily admission fees described in Section 5 of this Lease, and that pool patrons paying such fees have an expectation of receiving the benefit of uninterrupted pool use and enjoyment, with only limited exceptions. Tenant also acknowledges Landlord's contractual obligations to third parties

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to ensure the EMP Pool Complex is operated and managed safely, efficiently and cost-effectively. Accordingly, Tenant agrees that pool closures shall be limited to circumstances in which Tenant, as a qualified and experienced pool operator, reasonably believes that such closure is necessary in order to protect public health or safety or because of mechanical or structural problems beyond Tenant's or Landlord's control. To the extent practicable, closures will be limited to situations in which the following conditions exist:

- (i) water clarity problems and/or fecal contamination;
- (ii) major filtration malfunction;
- (iii) inclement weather conditions that affect the safety of the patrons, including without limitation, thunder, lightning, tornadoes or heavy rain affecting the visibility of the pool bottom; or
- (iv) special events.

The pool manager shall, in his or her discretion, and in accordance with the imperatives and guidelines set forth in this paragraph 3.6, decide whether a weather or other closure is temporary or will remain in effect for the remainder of the day based on the severity of the conditions and the time of closure. In the event Tenant wishes to schedule a special event requiring pool closure, Tenant shall coordinate such event with the Travis County East Metropolitan Park Supervisor, or Landlord's other designee, and post public notices in and around the EMP Pool Complex at least one week in advance of the scheduled event.

3.7 Tenant shall promote the EMP Pool Complex to the public, for the purpose of improving pool attendance and increasing pool membership.

4.0 Landlord's Obligations.

4.1 Landlord agrees to furnish Tenant with swimming pools and restroom facilities in good working order at the commencement of the Lease Term.

4.2 Landlord agrees to furnish Tenant, while Tenant occupies the EMP Pool Complex, with facilities to provide the following services:

- (i) utilities, including all electricity, gas, hot and cold potable water, septic, heated and refrigerated air conditioning (HVAC); and operational telephone equipment and services, all of which shall be submetered for billing purposes;
- (ii) weekly dumpster pickup and disposal;
- (iii) maintenance of all common areas of the East Metro Park premises located in the proximity of the EMP Pool Complex, but lying outside the Perimeter Fence, as well as the Perimeter Fence itself, in a reasonably good order and condition;
- (iv) regulatory signage as required by the Texas Pool Code;
- (v) provision of Tenant employees and staff members with pre-assigned parking spaces in the parking lot located adjacent to the EMP Pool Complex;
- (vi) access to the EMP Pool Complex and parking lot located adjacent thereto.

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5.0 Fees

- 5.1 Tenant acknowledges and agrees that the EMP Pool Complex shall be operated and maintained as a non-profit operation, and that all annual membership fees and pool daily admission fees received by Tenant or Landlord shall be used solely for the operation, maintenance, repair, and replacement of the EMP Pool Complex and for no other Tenant or Landlord projects, parks, pools or facilities.
- 5.2 Tenant shall set annual membership fees and pool daily admission fees for the EMP Pool Complex at no more than is reasonably calculated to support Tenant's Operation and Management Services, and shall certify that such fees are no higher than is reasonable and necessary. Separate annual membership fees and pool daily admission fees shall be set for adults and for children. The annual membership fee shall entitle the person or family paying such fee to daily access to and use of the EMP Pool Complex during Pool Operation for each year that the annual membership fee is paid; provided, however, all access and use privileges shall be subject to Tenant's discretionary authority to limit the number of persons entering or using the EMP Pool Complex at any time to the pool capacity of 300 persons, to ensure the safety of all patrons and staff. Landlord, through the Travis County Commissioners Court, shall have the right to adjust the fees established by Tenant to the extent the fees are clearly unreasonable.
- 5.3 Tenant shall set the adult daily admission fee for adults (the fee to use the pool for one day) at an amount not less than one-twelfth of the annual membership fee paid by members of the Briarcreek Owners Association (the "Association"), a non-profit corporation comprised of homeowners residing in the Briarcreek Subdivision, which is located in the proximity of the EMP Pool Complex. The annual membership fee for members of the Association shall be one-half of the annual membership fee charged to the general public, as such fee is established by Tenant pursuant to this Section 5. Tenant shall have no responsibility for the collection or receipt of the annual membership fees from Association members. Tenant shall, however, be responsible for collecting and receiving annual membership and daily membership fees from all other individuals.
- 5.4 Tenant shall be entitled to retain all fees collected for swimming lessons or other pool program activities provided by Tenant during the Lease Term; provided, however, Landlord, through the Travis County Commissioners Court, shall have the right to approve such fees, and, if necessary, to adjust them to the extent they are clearly unreasonable.

6.0 Budget and Accounting Records.

- 6.1 Prior to commencement of the Lease Term, and on each anniversary date of the Commencement Date for the duration of the Lease Term, or any Additional Term, Landlord shall approve an annual budget for the operation and management of the EMP Pool Complex (the "Budget"). The Budget for the 2005 Summer Swim Season has been estimated at FIFTY-FIVE THOUSAND THIRTY DOLLARS AND NO/100

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(\$55,030.00). Approval of this Lease by the Travis County Commissioners Court shall constitute approval of the Budget for the 2005 Summer Swim Season.

- 6.2 Landlord will make available to Tenant the Association fees collected pursuant to Paragraph 5.3, above, within thirty (30) days of Landlord's receipt of the same.
- 6.3 Each year of the Lease Term, or any Additional Term, Landlord will make available reasonable reserve funds, as approved by the Travis County Commissioners Court, from which Budget expenditures will be made. The reserve funds may be used for purposes that include, without limitation, contingencies, future improvements, major repairs, and operations and maintenance during periods of shortfalls of available revenue; provided, however, that such funds shall be used only in connection with the EMP Pool Complex, and for no other projects, parks, facilities or operations of either Landlord or Tenant, and that expenditure of any reserve funds shall be approved by the Travis County Commissioners Court in advance.
- 6.4 Each month, Tenant shall send Landlord an itemized statement of all expenses incurred by Tenant in performing the Operation and Management Services. Landlord will reimburse Tenant for such expenses to the extent they exceed the total fees received by, or made available to, Tenant up to the date of the statement, and will endeavor to make such payment within thirty (30) days of receipt of the itemized statement. At the end of each Summer Swim Season, any "surplus revenues" (defined as revenues from all annual membership fees and pool daily admission fees received during that Summer Swim Season that are in excess of the Budget approved for that year), shall be placed into the reserve funds, unless Landlord approves otherwise.
- 6.5 Tenant shall be entitled to retain all fees collected for swimming lessons or other pool program activities provided by Tenant during the Lease Term.
- 6.6 During the term of this Agreement, Tenant shall maintain Operation and Management Services records for each day of Pool Operation in accordance with generally accepted accounting principles and a full, complete and accurate permanent record and account of all fees, sales and all sums of money paid or payable for or on account or arising out of Tenant's performance of the Operation and Management Services for the EMP Pool Complex. Such records shall include, but not be limited to: pool fees paid (with separate account categories for: pool daily admission fees for adults and children; annual memberships purchased by Association members; annual memberships purchased by individuals who are not Association members; swimming lesson fees; and pool program activity fees), monthly hourly tallies for actual hours worked by Tenant's staff, cash register tapes, invoices, bank account records and other documents created or maintained in the course of Tenant's performance of the Operation and Management Services. Tenant shall preserve such business records and supporting documents for three (3) years after the expiration of the Lease Term, or any Additional Term.

7.0 Audit of Records.

- 7.1 Tenant shall maintain all fiscal records and documentation for all expenditures pertaining to this Agreement in a readily available state at the YMCA of Austin Corporate Offices until an audit in conformance with generally accepted accounting principles and

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procedures for governmental organizations is completed and all questions arising from it are resolved satisfactorily or for three (3) years after the expiration of the Lease Term, or any Additional Term.

- 7.2 At reasonable times and for reasonable periods, Tenant shall give Landlord, and its duly authorized representatives, the right to examine all books, records, accounts, reports, files, and other papers, things or property belonging to or in use by Tenant pertaining to this Agreement as long as the records are retained by Tenant.
- 7.3 Landlord may conduct an annual financial and compliance audit of Tenant's performance under this Agreement. Tenant shall permit Landlord, and its authorized representatives, to audit Tenant's records that relate to this Agreement and to make a copy of any document, materials or information necessary to facilitate this audit at Landlord's own expense.

8.0 Use.

- 8.1 Tenant shall use the EMP Pool Complex only for the purposes permitted by this Lease and other uses incidental and related thereto. Tenant shall not occupy or use the EMP Pool Complex, or permit any portion of the EMP Pool Complex to be occupied or used, for any business or purpose other than the permitted use. Tenant shall not use the EMP Pool Complex or permit the EMP Pool Complex to be used for any use or purpose that is unlawful in whole or in part.
- 8.2 Tenant shall have exclusive control of the EMP Pool Complex during the Lease Term. Tenant shall exercise ordinary care to keep the EMP Pool Complex in a reasonably secure and safe condition and shall implement and enforce safety and security policies so as to prevent injury to Tenant's invitees. Tenant shall comply with all statutes and ordinances intended to deter criminal activity in and on the EMP Pool Complex.
- 8.3 Tenant shall maintain the EMP Pool Complex in a clean, healthful and safe condition and shall comply with all laws, ordinances, orders, rules and regulations (County, State, Federal, Municipal and other agencies or bodies having jurisdiction of the EMP Pool Complex) with reference to the use, condition or occupancy of the EMP Pool Complex.
- 8.4 Tenant shall establish and enforce rules of conduct that are in accordance with standards of good taste, and shall not permit any unlawful or immoral activity on the EMP Pool Complex premises. Landlord, or Landlord's designee, shall be the sole judge as to what activities are considered in good taste or are unacceptable. If Landlord should determine that any unlawful or immoral activity is being practiced or permitted by Tenant or any EMP Pool Complex patrons, Landlord shall notify Tenant of such activity and Tenant shall immediately terminate, or cause to be terminated, the same. If Tenant refuses to terminate, or cause to be terminated, such activity, Landlord has the right to immediately terminate this Agreement without liability.
- 8.5 Landlord grants Tenant permission to install signage at the EMP Pool Complex; provided, however, all signage shall be subject to the prior written approval of the Travis County Transportation and Natural Resources Parks Department ("TNR Parks") Director, or his designee.
- 8.6 Tenant shall not permit guests or invitees to loiter at the EMP Pool Complex. "Loitering" refers to any conduct or activities in which guests or invitees engage while on the

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premises of the EMP Pool Complex that are not specifically related to the use and enjoyment of the swimming pools.

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9.0 Assignment and Subletting.

- 9.1 Tenant shall have no right to (i) assign or transfer this Lease and any estate or interest therein, (ii) sublet the EMP Pool Complex or any part thereof, (iii) grant any license, concession or other right of occupancy of any portion of the EMP Pool Complex, or (iv) permit the use of the EMP Pool Complex by any parties other than Tenant, its agents and employees unless: (x) Tenant obtains Landlord's consent to enter into any such assignment, transfer, subletting, license or permission; and (y) any such assignment, transfer, subletting or permission stipulates that the EMP Pool Complex shall be used, operated and managed only in accordance with the provisions of this Lease.

10.0 Liability for Loss.

- 10.1 Tenant shall not be liable for any claims or damages arising from the negligent or illegal acts or omissions of Landlord or Landlord's employees or agents in relation to the use of the EMP Pool Complex or raised by any condition of the EMP Pool Complex.
- 10.2 Landlord shall not be liable for any claims or damages arising from the negligent or illegal acts or omissions of Tenant or Tenant's employees or agents in relation to the use of the EMP Pool Complex or raised by any condition of the EMP Pool Complex.
- 10.3 If both Tenant and Landlord are liable for any claims or damages arising from the negligent or illegal acts or omissions of either party or its employees in relation to the use of the EMP Pool Complex or raised by any condition of the EMP Pool Complex, Tenant and Landlord shall be liable for the portion of the claims and damages that arise from the negligent or illegal acts or omissions of that party as determined by the court adjudicating the matter or as agreed in any settlement.
- 10.4 Tenant agrees that all personal property brought upon the EMP Pool Complex shall be at Tenant's risk only, and that Landlord shall not be liable for any damage thereto or loss, theft or disappearance thereof unless caused by the willful misconduct or gross negligence of Landlord or its agents, employees or contractors.
- 10.5 Provisions of this section shall survive the termination of this Lease with respect to any damage, injury or death occurring prior to such termination. Landlord and Tenant shall not be liable or responsible to the other for any loss or damage to any property or death or injury to any person occasioned by theft, fire, act of God, public enemy, criminal conduct of third parties, injunction, riots, strike, insurrection, war, court order, requisition or other governmental body or authority, or any other matter beyond the control of that party.
- 10.6 Tenant agrees to and shall indemnify Landlord, its officers, agents, and employees, from and against any and all third party claims, losses, damages, causes of action, suits, and liability of every kind whether meritorious or not and, including all expenses of litigation, court costs, and reasonable attorneys fees, arising out of or resulting from Tenant's performance of the Operation and Management Services for the EMP Pool Complex under this Lease. It is the expressed intention of the parties to this Lease that the indemnity provided for in this paragraph is indemnity by Tenant to indemnify and protect Landlord from the consequences of Tenant's actions.

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11.0 Liability Insurance.

- 11.1 On the Commencement Date, Tenant, at its own expense, shall have and shall maintain for the duration of the Lease, Standard Insurance meeting the General Requirements set forth in **Exhibit B**, attached hereto and made a part hereof.
- 11.2 The parties agree that neither Tenant nor Landlord assumes responsibility, liability or exposure for the security or safety of any individual or group entering the area located inside the Perimeter Fence during times other than the hours during which the pool is open and operational.
- 11.3 Tenant acknowledges that Landlord has adopted a plan of self-insurance.
- 11.4 Prior to the Commencement Date, and on the anniversary date of the Commencement Date for the duration of the Lease Term, or any Additional Term, Tenant shall deliver to Landlord a duplicate policy of insurance under this Lease, or certificate thereof, for retention by Landlord.

12.0 Inspection.

- 12.1 Landlord or its officers, agents and representatives shall have the right to enter into and upon any and all parts of the EMP Pool Complex at all reasonable hours (or, in an emergency, at any hour) to inspect the same, to clean, or to make any repairs, alterations or additions that Landlord may deem necessary (but without any obligation to do so, except as expressly provided for herein) and, in the last three months of the Lease Term, to show the EMP Pool Complex to prospective tenants, purchasers or lenders; and Tenant shall not be entitled to any abatement or reduction of rent by reason thereof, nor shall such be deemed to be an actual or constructive eviction.

13.0 Condemnation.

- 13.1 If at any time during the Lease Term the whole of the EMP Pool Complex shall be taken for any public or quasi-public use, under any statute, or by right of eminent domain, except as provided below, this Lease shall terminate on the date of such taking. If less than all of the EMP Pool Complex shall be so taken and in Tenant's reasonable opinion, the remaining part is insufficient for the conduct of Tenant's business Tenant may, by notice to Landlord within ninety (90) consecutive days after notice of such taking, terminate this Lease. If Tenant exercises its option to terminate, this Lease and the Lease Term shall end on the date specified in Tenant's notice and Tenant shall be relieved of its duty to perform the Operation and Management Services.
- 13.2 If less than all of the EMP Pool Complex shall be taken and, in Tenant's reasonable opinion communicated by notice to Landlord within ninety (90) consecutive days after notice of such taking, Tenant is able to gain access to and continue the conduct of its business in the part not taken, this Lease shall remain unaffected, except that Tenant shall be relieved of its duty to perform the Operation and Management Services rendered impracticable or impossible by the taking.
- 13.3 Landlord shall be entitled to receive the entire award or awards in any condemnation proceeding without deduction therefrom for any estate vested in Tenant and Tenant shall receive no part of such award or awards from Landlord or in the proceedings except as

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otherwise expressly provided in this paragraph. Subject to the foregoing, Tenant hereby assigns to the Landlord any and all of its right, title and interest in or to such award or awards or any part thereof.

- 13.4 Taking by condemnation or eminent domain hereunder shall include the exercise of any similar governmental power and any sale, transfer or other disposition of the EMP Pool Complex or land in lieu of or under threat of condemnation.

14.0 Fire and Other Casualty

- 14.1 If the EMP Pool Complex should be destroyed by fire or other casualty, earthquake or flood, or by any other cause of any kind or nature, or in the event that the EMP Pool Complex or any portion thereof should be so damaged (defined to include constructively not fit for use for the purposes intended by the parties) that rebuilding or repairs cannot be completed in one-hundred twenty (120) days in the opinion of Landlord's architect or other qualified professional (which estimate Landlord shall obtain as soon as reasonably practicable after the date of such damage), Landlord or Tenant may at its option terminate this Lease by giving written notice thereof to the other party within thirty (30) days after receipt of the opinion of Landlord's architect or other qualified professional. If this Lease is terminated, Tenant shall be relieved of its duty to perform the Operation and Management Services during the unexpired portion of this Lease commencing on the date of the damage; provided, however, that Tenant shall perform any other Lease obligations owing on the date of the damage, and Tenant shall immediately surrender the EMP Pool Complex to Landlord.
- 14.2 In the event any portion of the EMP Pool Complex, common areas of the EMP Pool Complex, or equipment or systems serving the EMP Pool Complex or common areas (collectively referred to as the "Damaged Property") is damaged (defined to include constructively not fit for use for the purposes intended by the parties) by fire or other casualty, earthquake or flood or by any other cause of any kind or nature and the Damaged Property can, in the opinion of Landlord's architect or other qualified professional (which estimate Landlord shall obtain as soon as reasonably practicable after the date of such damage), be repaired within one-hundred twenty (120) consecutive days from the date of the damage or if neither Landlord nor Tenant elects to terminate this Lease, Landlord shall, within forty-five (45) days after the date of the damage, begin to rebuild or repair the EMP Pool Complex and shall proceed with reasonable diligence to restore the EMP Pool Complex to substantially the same condition in which it existed immediately before the casualty happened. Tenant shall be relieved of its duty to perform the Operation and Management Services during the time the EMP Pool Complex is unfit for occupancy. In the event that only a portion of the EMP Pool Complex, common areas of the EMP Pool Complex or building equipment or systems serving the EMP Pool Complex are affected, Tenant shall not be required to perform those Operation and Management Services rendered impracticable or impossible by the casualty during the period commencing on the date of the damage and ending on the date the damaged property is repaired as aforesaid and the EMP Pool Complex are delivered to Tenant.
- 14.3 When required by this Section, the architect's or other qualified professional's opinion shall be delivered to Tenant within thirty (30) consecutive days from the date of damage.

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15.0 Landlord's Remedies.

- 15.1 If Tenant defaults in the performance or observance of any provision of this Lease, Landlord shall give Tenant written notice of the default and Tenant shall have thirty (30) days in which to cure such default. If Tenant fails to cure the default in that time, Landlord shall have the right (i) to cure the default and any costs and expenses incurred by Landlord therefor shall be reimbursed by Tenant, or (ii) to terminate this Lease by delivering written notice to Tenant in which event Tenant shall immediately surrender the EMP Pool Complex to Landlord, and if Tenant fails to do so, Landlord may, after notice and appropriate court proceedings, enter upon and take possession of the EMP Pool Complex or any part thereof, without being liable for prosecution of any claim for damages therefor; and Tenant agrees to pay to Landlord all unavoidable loss of income that Landlord may suffer by reason of this termination during the remainder of the Lease Term.

16.0 Tenant's Remedies.

- 16.1 If Landlord defaults in the performance or observance of any provision of this Lease, or if any representation or warranty provided by Landlord herein is false, Tenant shall give Landlord notice specifying in what manner Landlord has defaulted. If the default has not been cured by Landlord within the period of time provided for elsewhere in the Lease, or otherwise within thirty (30) consecutive days after the delivery of written notice, Tenant may: (i) cease performance of the Operation and Management Services; or (ii) terminate this Lease.
- 16.2 If the default by Landlord cannot be cured within thirty (30) days, this period may be extended for a reasonable additional time if Landlord commences to cure the default within the thirty (30) day period and proceeds diligently thereafter to effect the cure.

17.0 Surrender of EMP Pool Complex.

- 17.1 Except as expressly provided herein, no act or thing done by Landlord or its agents during the Lease Term hereby granted shall be deemed an acceptance of a surrender of the EMP Pool Complex, and no agreement to accept a surrender of the EMP Pool Complex shall be valid unless the same be made in writing and signed by Landlord.

18.0 Failure to Fund.

- 18.1 Notwithstanding anything to the contrary within this Lease, if at any time during the Lease Term the Commissioners Court of Travis County, Texas fails to provide funding for this Lease for the following fiscal year of Travis County, Texas, Landlord may, upon giving Tenant written notice of such failure to fund and termination, terminate this Lease without any further liability, effective as of the earlier of (a) the last day of the then current fiscal year of Travis County, Texas or (b) thirty (30) days after Landlord notifies Tenant in writing of such failure to fund and termination.

5/24/05

19.0 Non-Waiver.

19.1 Any act of forbearance by either party to enforce any provision of this Lease shall not be construed as a modification of this Lease or as a waiver of any breach or default of the other party which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this Lease shall not be construed as a waiver of that right or privilege.

19.2 All rights of both parties under this Lease are specifically reserved. Any payment, act or omission by a party shall not impair or prejudice any remedy or right of that party under this Lease. Any right or remedy stated in this Lease shall not preclude the exercise of any other right or remedy under this Lease, the law or at equity. Any action taken in the exercise of any right or remedy shall not be deemed a waiver of any other rights or remedies.

20.0 Entire Agreement.

20.1 This Lease constitutes the entire agreement between Landlord and Tenant. Any other statement, representation, agreement or promise, either oral or written, relating to the subject matter of this Lease that is not contained in this Lease or incorporated herein by reference shall not be binding or valid.

21.0 Governing Law.

21.1 The validity of this Lease and of any of its terms, conditions or provisions, as well as the rights and duties of Landlord and Tenant, will be governed by the laws of the State of Texas. Both parties agree that all obligations under this Lease are performable in Travis County, Texas.

22.0 Estoppel Certificates.

22.1 Landlord and Tenant agree to furnish, from time to time, when requested by the other, a certificate signed by the non-requesting party confirming and containing such factual certifications and representations reasonably requested by the other.

23.0 Notices.

23.1 Any notice or document required to be delivered hereunder shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified or registered mail (return receipt requested), addressed to the parties at the addresses set forth below:

5/24/05

The address of Landlord for all purposes under this Lease shall be:

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

and

Executive Director (or his designee)
Travis County Transportation and Natural Resources Department
P.O. Box 1748
Austin, Texas 78767

The address of Tenant for all purposes under this Lease shall be:

YMCA of Austin, Inc.
Metropolitan Office
1100 West Cesar Chavez
Austin, Texas 78703

Either party may change its address for purposes of this paragraph by written notice delivered in accordance herewith.

24.0 Force Majeure.

- 24.1 Whenever a period of time is herein prescribed for action to be taken by Landlord or Tenant, the party obligated to perform shall not be liable or responsible for, and there shall be excluded from the computation for any period of time, any delays due to acts of God, war, riot, civil commotion, sovereign conduct, or governmental laws, regulations or restrictions.

25.0 Severability.

- 25.1 If any clause or provision of this Lease is ruled illegal, invalid or unenforceable in any respect by a court of competent jurisdiction, the remainder of this Lease shall remain valid and binding. It is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is ruled illegal, invalid or unenforceable, there be added as a part of this Lease a legal, valid and enforceable clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as is possible.

26.0 Amendments. Binding Effect.

- 26.1 This Lease may not be altered, changed or amended, except by instrument in writing signed by both parties. The terms and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective

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successors in interest and legal representatives, except as otherwise herein expressly provided. IT IS EXPRESSLY ACKNOWLEDGED THAT NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS LEASE EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE TRAVIS COUNTY COMMISSIONERS COURT.

27.0 Quiet Enjoyment.

27.1 Tenant shall peaceably and quietly hold and enjoy the EMP Pool Complex for the Lease Term, without hindrance from Landlord, subject to the terms and conditions of this Lease.

28.0 Gender and Number.

28.1 Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

29.0 Captions.

29.1 The captions contained in this Lease are for convenience of reference only, and shall not in any way be construed to limit or enlarge the terms and conditions of this Lease.

30.0 Exhibits and Attachments.

30.1 The following exhibits, attachments and addenda referred to in this Lease are incorporated into this Lease and made part hereof for all intents and purposes.

Exhibit A – Site Plan Drawing of EMP Pool Complex
Exhibit B – Insurance Requirements
Exhibit C – Ethics Affidavit

31.0 Forfeiture of Contract.

31.1 If Landlord has done business with a Key Contracting Person, as listed in Attachment 1 to the Affidavit attached as Exhibit C, during the 365-day period immediately prior to the date of execution of this Lease by Landlord or does business with any such Key Contracting Person at any time after the date of execution of this Lease by Landlord and prior to full performance of this Lease, Landlord shall forfeit all benefits of this Lease, and County shall retain all performance by Landlord and recover all consideration, or the value of all consideration, paid to Landlord pursuant to the Lease, provided, however, that this section may be waived by the Travis County Commissioners Court pursuant to Section 3(g) of the Travis County Ethics Policy. Landlord may utilize Attachment 2 to Exhibit C for this purpose.

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32.0 Mediation.

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

Approved this ____ day of _____, 2005.

LANDLORD:
TRAVIS COUNTY, TEXAS

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

Date: 5.31.05

TENANT:
YMCA of Austin, Inc.

By: Zeigler Smith

Date: 5/25/05

AMENDMENT NUMBER ONE TO USE, OPERATION, AND MAINTENANCE AGREEMENT FOR EAST METRO PARK

This Amendment Number One to Use, Operation, and Maintenance Agreement is entered into between Travis County, a political subdivision of the State of Texas (the "*County*"), **Continental Homes of Texas, L.P.**, a Texas limited partnership ("*Builder*"), **Briarcreek Owners Association, Inc.**, a Texas non-profit corporation (the "*Association*"), and **Bell-Nash/Rathgeber Joint Venture**, a Texas joint venture (the "*Developer*"). The County, Builder, Association and Developer are sometimes hereinafter referred to individually as a "*Party*" and collectively as the "*Parties*". Each of the Parties confirms that it has the authority and ability to enter into this Agreement, and to perform its obligations under this Agreement, without the further approval or consent of any other person or entity.

Recitals

The Parties entered into a use, operation, and maintenance agreement (the "*Agreement*") regarding the operation of a swimming pool complex at East Metro Park, including pool fees to be paid by members of the Briarcreek Homeowners Association;

The Parties wish to clarify that the Annual Membership Fee required to be paid by members of the Briarcreek Homeowners Association entitles the family paying the membership fee to daily access to the East Metro Park Pool Complex during Pool Hours, even if the family consists of just a single individual.

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which are acknowledged, the Parties agree to amend the Agreement as follows:

1. Paragraph 5 is deleted and replaced with the following:

5. Reduced Annual Membership Fee. All Homeowners who pay the Annual Family Membership Fee shall be entitled to a Pool Membership. The Annual Membership Fee for Homeowners shall be one-half of the Annual Family Membership Fee charged to the general public (the "*Briarcreek Owner's Fee*"). All Pool users, regardless of whether they are Homeowners or members of the general public, shall be required to comply with all Pool rules and regulations.

2. Except as amended above, all provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of the later date set forth below.

THE COUNTY:

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe, Travis County Judge

Date: _____

BUILDER:

Continental Homes of Texas, L.P.
(a Texas limited partnership)

By: CHTEX of Texas, Inc.
(a Delaware corporation)
Its General Partner

By: _____
Name: _____
Title: _____

Date: _____

THE ASSOCIATION:

Briarcreek Owners Association, Inc.
(a Texas non-profit corporation)

By: _____
Name: _____
Title: _____

Date: _____

DEVELOPER:

Bell-Nash/Rathgeber Joint Venture
(a Texas joint venture)

By: _____
Edward R. Rathgeber, Jr.,
Managing Venturer

**AMENDMENT NUMBER ONE TO LEASE AGREEMENT BETWEEN TRAVIS
COUNTY AND YMCA FOR OPERATION AND MANAGEMENT OF EAST METRO
PARK POOL COMPLEX**

This Amendment Number One to Lease Agreement is entered into between Travis County, a political subdivision of the State of Texas ("County" or "Landlord") and YMCA of Austin, Inc. ("YMCA" or "Tenant"), collectively referred to as "the Parties."

Recitals

The Parties entered into a lease agreement commencing on June 11, 2005 under which Tenant assumed responsibility for operating and managing the pool complex at the Travis County East Metro Park ("EMP Pool Complex").

The Parties wish to amend the lease agreement to change the term of the lease agreement and to modify other provisions of the lease agreement.

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which are acknowledged, the Parties agree to amend the Lease as follows:

1. Paragraph 2.1 is deleted and replaced with the following:

2.1 This Lease begins on June 1, 2010 and ends at 12:01 A.M. on May 31, 2015 (the "Lease Term").

2. Paragraph 2.2 is deleted and replaced with the following:

2.2 When the initial term ends, this Lease will automatically renew for an additional five-year term (the "Additional Term").

3. Paragraph 3.4 is deleted and replaced with the following:

3.4 "Pool Operation" means the EMP Pool Complex will be open to the public and fully operational Monday through Sunday during the "Summer Swim Season" which is defined as the Saturday before Memorial Day through Labor Day.

By April 15 of each year, Tenant must provide the Travis County Commissioners Court or the Court's designee a proposed schedule setting forth the hours of Pool Operation for that year's Summer Swim Season. The Travis County Commissioners Court or the Court's designee may approve or change the hours of Pool Operation set forth in the proposed schedule. Notwithstanding the foregoing, Tenant may, during the Summer Swim Season, open the pool exclusively for scheduled swimming lessons or other pool program activities before the pool opens to the general public if a pool manager and certified lifeguards are present during the lessons or activities.

4. Paragraph 5.2 is deleted and replaced with the following:

5.2 By April 15 of each year, Tenant must provide the Travis County Commissioners Court or the Court's designee (1) a schedule of the proposed annual membership fees and pool daily admission fees for the EMP Pool Complex and (2) written certification that the proposed fees are no higher than are reasonable and necessary and were reasonably calculated to support Tenant's Operation and Management Services. Separate annual membership fees and pool daily admission fees shall be set for adults and for children. Landlord, through the Travis County Commissioners Court, may adjust the fees established by Tenant if it finds the fees to be unreasonable. The person or family for whom an annual membership fee is paid is entitled to access and use of the EMP Pool Complex during hours of Pool Operation during the Summer Swim Season for the year in which the annual membership fee is paid. However, all access and use privileges are subject to Tenant's authority to take measures to ensure the safety of all patrons and staff, including temporarily closing the pool due to weather conditions or due to high bacteria levels in the pool and limiting the number of persons entering or using the EMP Pool Complex at any time to the pool capacity of 300 persons.

5. Paragraph 5.3 is deleted and replaced with the following:

5.3 Tenant is not responsible for collecting or receipt of the annual membership fees from Association members. Tenant shall, however, be responsible for collecting and receiving annual membership and daily membership fees from all other individuals. Tenant must set the annual membership fees and pool daily admission fees as follows:

- (a) the individual admission fee for use of the pool for one day must be set as follows:
 - (1) for persons 18 years of age or older, the fee must be at least one-twelfth of the annual membership fee paid by members of the Briarcreek Owners Association (the "Association"), a non-profit corporation comprised of homeowners residing in the Briarcreek Subdivision located in close proximity to the EMP Pool Complex;
 - (2) for persons who are between the ages of 12 and 17, the fee must be set at a rate that is lower than that for persons 18 years of age or older;
 - (3) for persons who are 11 years old or younger, the fee must be set at a rate that is lower than that for persons who are between the ages of 12 and 17;
- (b) the individual admission fee for use of the pool for the duration of the Summer Swim Season must be set as follows:
 - (1) for persons 18 years of age or older, the fee must be set at a rate that is deemed reasonable by Landlord;

- (2) for persons who are between the ages of 12 and 17, the fee must be set at a rate that is lower than that for persons 18 years of age or older;
 - (3) for persons who are 11 years old or younger, the fee must be set at a rate that is lower than that for persons who are between the ages of 12 and 17;
 - (c) Tenant must set the annual family membership fees as follows:
 - (1) The annual family membership fee for Association members must be set at a rate that is no higher than 50% of the rate set for the annual family membership fee for members of the public who are not Association members;
 - (2) The annual family membership fee members of the public who are not Association members must be set at a higher rate for families with 5 or more persons than the rate set for families with 4 or fewer persons.
- 6. Paragraph 6.1 is deleted and replaced with the following:
 - 6.1 Landlord will establish an annual budget for the operation and maintenance of the EMP Complex (the "Budget"). Tenant must provide any assistance requested by Landlord for preparing the Budget.
- 7. Paragraph 6.3 is deleted and replaced with the following:
 - 6.3 Each year of the Lease Term, or any Additional Term, Landlord will make available reasonable reserve funds, as approved by the Travis County Commissioners Court during the budget process, from which Budget expenditures will be made. The reserve funds may be used for purposes that include, without limitation, contingencies, future improvements, major repairs, and operations and maintenance during periods of shortfalls of available revenue. However, the reserve funds must be used only in connection with the EMP Pool Complex and not for other projects, parks, facilities, or operations of either Landlord or Tenant, and expenditure of any reserve funds must be processed in accordance with Travis County payment and disbursement policies.
- 8. Paragraph 6.4 is deleted and replaced with the following:
 - 6.4 By December 31 of each year, Tenant must send Landlord an itemized statement of all expenses incurred by Tenant in performing the Operation and Management Services. Landlord will reimburse Tenant for the expenses to the extent they exceed the total fees received by, or made available to, Tenant up to the date of the statement, and will endeavor to make such payment within thirty days of receipt of the itemized statement. At the end of each Summer Swim Season, any "surplus revenues" (defined as revenues from all annual membership fees and pool admission fees received during that Summer Swim Season that are in excess

of the Budget approved for that year), must be placed into the reserve funds, unless Landlord directs otherwise.

9. Except as amended above, all provisions of the Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of the later date set forth below.

LANDLORD:
TRAVIS COUNTY, TEXAS

TENANT:
YMCA of Austin, Inc.

By: _____
Samuel T. Biscoe
Travis County Judge

By: _____
Name: _____
Title: _____

Date _____

Date: _____

YMCA OF AUSTIN

Income Statement - Month and YTD Consolidated

Fund: 01 OPERATING

Branch: 06 EAST

COMMUNITIES

Department: 09 AQUATICS

Program: 020501 EAST METRO PARK

Description	Year					Total
	2005	2006	2007	2008	2009	
HOA Membership*	\$30,975	\$42,900	\$47,250	\$25,950	\$20,000	\$167,075
Season Passes	\$3,050	\$3,255	\$4,135	\$2,560	\$4,007	\$17,007
Financial Assistance		(\$795)				(\$795)
Daily Fees	\$9,800	\$11,887	\$8,344	\$5,175	\$6,022	\$41,228
Intra-Y Rev						\$0
Total Income	\$43,825	\$57,247	\$59,729	\$33,685	\$30,029	\$224,515
Salaries	(\$24,863)	(\$38,046)	(\$35,046)	(\$46,573)	(\$31,441)	(\$175,969)
P/R Taxes	(\$3,037)	(\$3,335)	(\$3,220)	(\$4,494)	(\$2,829)	(\$16,915)
Pool Chemicals	(\$3,885)	(\$2,043)	(\$2,980)	(\$244)	(\$1,099)	(\$10,251)
Telephone						\$0
Postage/Ship.						\$0
Occupancy/Utilities**	(\$7,594)	(\$10,542)	(\$5,285)	(\$17,021)	(\$9,060)	(\$49,502)
Eq. Cost						\$0
Uniforms		(\$300)				(\$300)
Print/ Promo		(\$300)				(\$300)
Trav. Emp Exp.	(\$993)	(\$270)		(\$474)		(\$1,737)
Nat'l / Org. Dues	(\$400)	(\$580)	(\$3,876)	(\$805)	(\$455)	(\$6,116)
Insurance						\$0
Intra-Y Expense		(\$2,750)	(\$2,000)	\$0		(\$4,750)
Total Expenses	(\$40,772)	(\$58,166)	(\$52,407)	(\$69,611)	(\$44,884)	(\$265,840)
Net Profit / Loss	\$3,053	(\$919)	\$7,322	(\$35,926)	(\$14,855)	(\$41,325)
*Pending HOA Fees Outstanding at end of year	\$0	\$0	\$0	\$20,000	\$40,125	
Adjust for Prior Year HOA Fees paid					(20,000)	
Adjusted Profit/Loss	\$3,053	(\$919)	\$7,322	(\$15,926)	\$5,270	
Cumulative Profit/Loss		\$2,134	\$9,456	(\$6,470)	(\$1,200)	

**Includes one-time repair costs of \$9,784

#

10Travis County Commissioners Court Agenda RequestVoting Session 5/18/10
(Date)Work Session _____
(Date)

- I. A. Request made by: Joseph P. Gieselman Phone # 854-9383
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney
- B. Requested Text:

Consider and take appropriate action on a variance only for the Park 130 Preliminary Plan in Precinct 1:

A. A request for variance from Title 30, City of Austin/Travis County Subdivision Regulations Section § 30-3-191 Sidewalks (Requires the installation of sidewalks for all new subdivisions);

Approved by:



Commissioner Ron Davis, Precinct One

RECEIVED
COUNTY JUDGES OFFICE
MAY -4 PM 1:25

- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight (8) copies of agenda request and backup).
- B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of the Agenda Request and backup to them:

AB Michael Hettenhausen: 854-7563

Anna Bowlin: 854-7561

Dennis Wilson: 854-4217

- III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- ____ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits MUST be submitted to the County Judge's Office no later than 5:00 p.m. on Tuesday for the following week's meeting. Late or incomplete requests will be deferred.



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

BACK UP MEMORANDUM

April 30, 2010

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Anna Bowlin, Division Director, Development Services Division

SUBJECT: Park 130 Preliminary Plan, Variance Only, in Precinct 1

PROPOSED MOTION:

Consider and take appropriate action on a variance only for the Park 130 Preliminary Plan in Precinct 1:

A. A request for variance from Title 30, City of Austin/Travis County Subdivision Regulations Section § 30-3-191 Sidewalks (Requires the installation of sidewalks for all new subdivisions);

SUMMARY AND STAFF RECOMMENDATION:

This preliminary plan includes 9 non-residential lots on a 12.82 acre tract. However, this request is only for consideration of a variance to not install sidewalks along the SH 130 frontage road. Sidewalks will be constructed along Pele Plaza right-of-way and as part of an internal ingress/egress easement, the location of which will be determined at final plat stage. The preliminary plan will be scheduled for consideration by the Court subsequent to the Court's approval of this variance request and the Zoning and Platting Commission's approval of the preliminary plan. There are 192 linear feet of new public streets proposed with this preliminary plan.

ISSUES:

City of Austin/Travis County Subdivision Regulations Section § 30-3-191(A) requires sidewalks constructed for all new subdivisions. However, due to the lack of curb and gutter on the SH 130 frontage road, the applicant is requesting to not construct sidewalks. Due to the lack of curb and gutter, the lack of pedestrian generators in this area outside the development, and a proposed internal ingress/egress easement for

pedestrian and vehicular use linking all businesses on the lots of the preliminary plan, staff supports this variance request.

BUDGETARY AND FISCAL IMPACT:

None.

REQUIRED AUTHORIZATIONS:

None.

EXHIBITS:

Precinct map

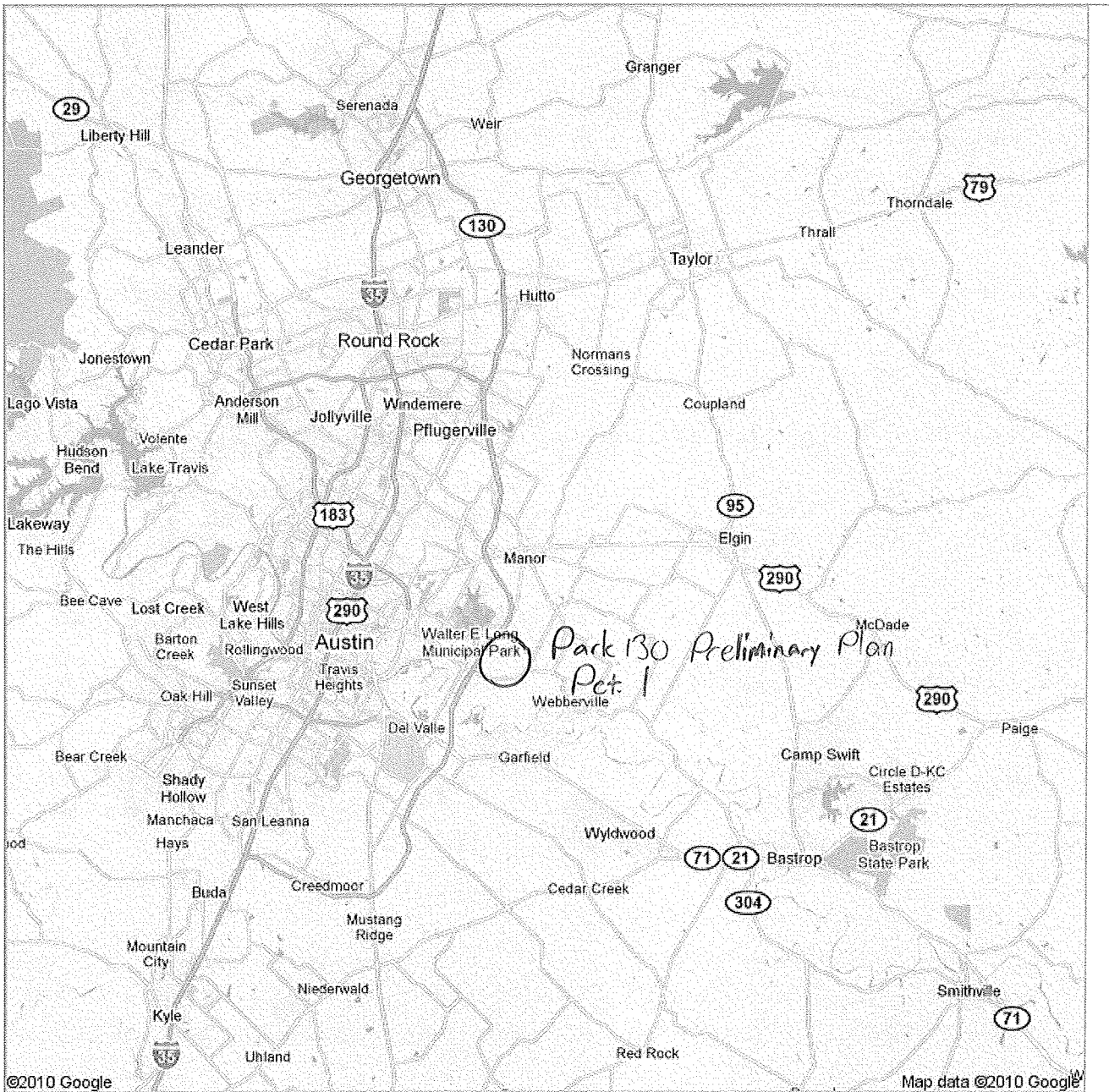
Location map

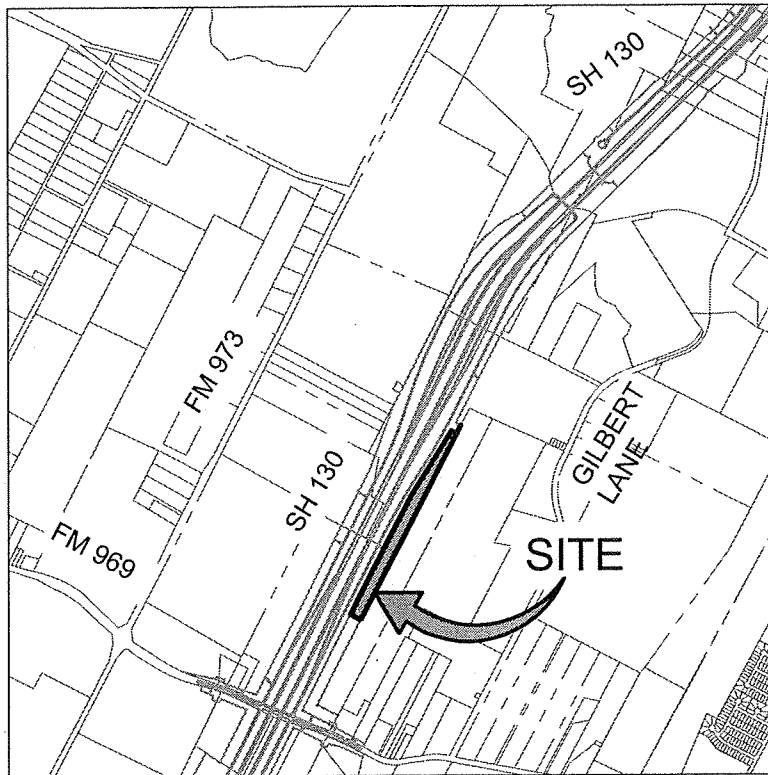
Proposed Preliminary Plan

Letter requesting the variance

Google maps

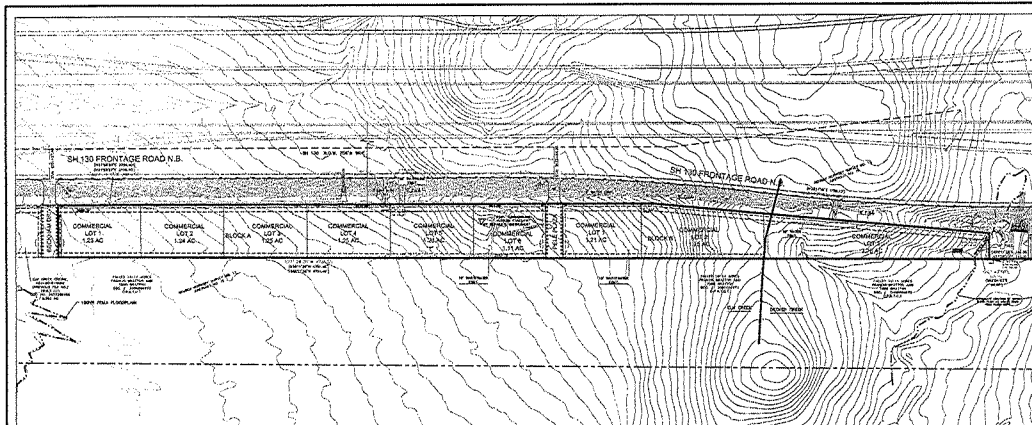
Notes Park 130 Preliminary Plan - Pct
1
Sidewalk Variance Request





VICINITY MAP

N.T.S.



GENERAL NOTES

LEGAL DESCRIPTION:

12.824 ACRES OF LAND OUT OF 20.337 ACRES OUT OF THE REUBEN HORNBY SURVEY NO. 17, ABSTRACT NO. 15 IN TRAVIS COUNTY, TEXAS
DOW: NO. 2007209499

OWNER:

CBZLS, LLC
C/O M. BUCKNER BACOUS
5906 N. WPAAC, SUITE 125
AUSTIN, TEXAS 78735
(512) 459-7100

SURVEYOR:

SONEY WINDS, R.P.L.S.
TEXAS REGISTRATION NO. 5361
DOUGET & ASSOCIATES
1401 HIGHWAY 71 WEST
SUITE 160
AUSTIN, TEXAS 78735
PHONE (512) 583-2600
FAX (512) 583-2601
TEXAS BOARD OF LAND SURVEYORS
FIRM REGISTRATION # 101058-0

BENCHMARK DATA:

ON SITE TOPOGRAPHICAL & TREE DATA IS FROM A SURVEY BY DOUGET & ASSOCIATES DATED JANUARY 6, 2008. OFF-SITE TOPOGRAPHICAL DATA IS FROM CITY OF AUSTIN PUBLIC INFORMATION.

LAND USE SUMMARY

DESIGNATION	USE	ACRES
LOTS 1-6 BLOCK A	COMMERCIAL	7.34
LOTS 1-3, BLOCK B	COMMERCIAL	5.22
PELE PLAZA (192 LF)	R.O.W.	0.26
TOTAL		12.82

1. ALL STREETS IN THE SUBDIVISION WILL BE CONSTRUCTED USING CITY OF AUSTIN URBAN STANDARDS AND WILL BE DEDICATED AS PUBLIC R.O.W. AT FINAL PLATING.

2. WATERSHED STATUS - THIS PROJECT IS LOCATED IN THE ELM CREEK AND DECKER CREEK WATERSHEDS WHICH ARE CLASSIFIED AS SUBURBAN. THE SITE IS NOT OVER THE EDWARDS AQUIFER RECHARGE ZONE.

3. NO LOT SHALL BE OCCUPIED UNTIL THE STRUCTURE IS CONNECTED TO THE MANVILLE WATER SUPPLY SYSTEM AND A TRAVIS COUNTY APPROVED ON-SITE SEWAGE FACILITY.

4. OTHER UTILITIES - GAS IS PROVIDED BY TEXAS GAS SERVICE. ELECTRIC IS PROVIDED BY AUSTIN ENERGY. TELEPHONE SERVICE PROVIDED BY AT&T.

5. THE WATER UTILITY SYSTEM SERVING THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE CITY OF AUSTIN UTILITY DESIGN CRITERIA. THE WATER UTILITY PLAN MUST BE REVIEWED AND APPROVED BY THE AUSTIN WATER UTILITY. ALL WATER CONSTRUCTION MUST BE INSPECTED BY THE CITY OF AUSTIN. THE LANDOWNER MUST PAY THE CITY INSPECTION FEE WITH THE UTILITY CONSTRUCTION.

6. PRIOR TO CONSTRUCTION ON ANY LOT IN THIS SUBDIVISION, DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF AUSTIN AND TRAVIS COUNTY FOR REVIEW. RAINFALL RUN-OFF SHALL BE HELD TO THE AMOUNT OF EXISTING CONDITIONS.

7. NO DRIVEWAY SHALL BE CONSTRUCTED CLOSER THAN 150 FEET (150') TO THE EDGE OF PAVEMENT OF AN INTERSECTING ARTERIAL STREET. NO DRIVEWAY SHALL BE CONSTRUCTED CLOSER THAN 50 FEET (50') TO THE EDGE OF PAVEMENT OF AN INTERSECTING LOCAL OR COLLECTOR STREET.

8. PER TAXOT, TWO DRIVES SHALL BE PERMITTED BETWEEN BECKHAM DR. & PELE PLAZA LOCATED A MINIMUM OF 550 FEET FROM THE R.O.W. OF BOTH STREETS. ONE DRIVE SHALL BE PERMITTED A MINIMUM OF 550 FEET NORTH OF PELE PLAZA.

9. EROSION/SEDIMENTATION CONTROLS ARE REQUIRED ON EACH LOT INCLUDING SINGLE FAMILY AND DUPLEX CONSTRUCTION, PURSUANT TO SEC. 30-3-181 LDC.

10. PUBLIC SIDEWALKS, BUILT TO THE CITY OF AUSTIN STANDARDS, ARE REQUIRED ALONG PELE PLAZA, AS SHOWN BY A DOTTED LINE ON THE FACE OF THE PLAT. THESE SIDEWALKS ARE REQUIRED TO BE CONSTRUCTED BY THE PROPERTY OWNER AT SITE PLAN STAGE AND ARE REQUIRED TO BE IN PLACE PRIOR TO THE LOTS BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHDRAWING OF CERTIFICATE OF OCCUPANCY, BUILDING PERMITS OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY.

11. AUSTIN ENERGY HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, SHRUBBERY AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THE EASEMENTS CLEAR. AUSTIN ENERGY WILL PERFORM ALL THE TREE WORK IN COMPLIANCE WITH CHAPTER 30-5, SUBCHAPTER B OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.

12. THE OWNER/DEVELOPER OF THE SUBDIVISION SHALL PROVIDE AUSTIN ENERGY WITH ANY EASEMENT AND/OR ACCESS REQUIRED IN ADDITION TO THOSE INDICATED, FOR THE INSTALLATION AND ONGOING MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES. THESE EASEMENTS AND/OR ACCESS ARE REQUIRED TO PROVIDE ELECTRIC SERVICE TO THE BUILDING AND WILL NOT BE LOCATED SO AS TO CAUSE THE SITE TO BE OUT OF COMPLIANCE WITH CHAPTER 30-5 OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.

13. THE OWNER SHALL BE RESPONSIBLE FOR ANY INSTALLATION OF TEMPORARY EROSION CONTROL, REVEGETATION AND TREE PROTECTION. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR ANY TREE PRUNING AND TREE REMOVAL THAT IS WITHIN TEN FEET OF THE CENTER LINE OF THE OVERHEAD ELECTRICAL FACILITIES DESIGNED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT. AUSTIN ENERGY WORK SHALL ALSO BE INCLUDED WITHIN THE LIMITS OF CONSTRUCTION FOR THIS PROJECT.

14. NO BUILDINGS, FENCES, LANDSCAPING OR OTHER OBSTRUCTIONS ARE PERMITTED IN DRAINAGE EASEMENTS EXCEPT AS APPROVED BY THE CITY OF AUSTIN OR TRAVIS COUNTY.

15. NO PARKLAND DEDICATION IS REQUIRED FOR THIS COMMERCIAL SUBDIVISION.

16. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR ASSIGNEE.

17. WATER QUALITY CONTROLS ARE REQUIRED FOR ALL DEVELOPMENT WITH IMPERVIOUS COVER IN EXCESS OF 20% OF THE NET SITE AREA OF EACH LOT PURSUANT TO LDC CHAPTER 30-5-211.

18. PRIOR TO THE RECORDING OF ANY FINAL PLAT OF ALL OR A PORTION OF THIS PRELIMINARY PLAN, FISCAL SURETY SHALL BE PROVIDED IN ACCORDANCE WITH THE LAND DEVELOPMENT CODE FOR THE FOLLOWING SUBDIVISION IMPROVEMENTS:

A. ENVIRONMENTAL AND SAFETY CONTROLS, AND OTHER RELATED TERMS (E.G. EROSION AND SEDIMENTATION CONTROLS, RESTORATION, CHANNEL WORK, FILL IN EASEMENTS, DETENTION, WATER QUALITY FUND, ETC.) AS DETERMINED PRIOR TO FINAL PLAT APPROVAL. THE RESTORATION COST ESTIMATE WILL BE BASED ON DISTURBED AREAS.

19. THIS SUBDIVISION IS IN THE 2 MILE ETU OF THE CITY OF AUSTIN, IN TRAVIS COUNTY.

20. TRAVIS COUNTY DEVELOPMENT PERMIT REQUIRED PRIOR TO SITE DEVELOPMENT.

21. THE MAINTENANCE OF THE WATER QUALITY CONTROLS REQUIRED ABOVE SHALL BE TO THE STANDARDS AND SPECIFICATIONS CONTAINED IN CHAPTER 30-5 THE ENVIRONMENTAL CRITERIA MANUAL AND OTHER ORDINANCES AND REGULATIONS OF THE CITY OF AUSTIN.

22. ALL 15' DRAINAGE EASEMENTS TO BE ENCLOSED CONDUIT.

23. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.

24. THE OWNER/DEVELOPER IS ADVISED TO OBTAIN APPROVAL FOR ANY NEEDED LICENSE AGREEMENTS PRIOR TO APPROVAL OF THE CONSTRUCTION PLANS. OTHER SPECIAL OR NONSTANDARD TREATMENTS OF THE R.O.W. MAY ALSO REQUIRE A LICENSE AGREEMENT.

25. APPROVAL OF THIS PRELIMINARY PLAN DOES NOT CONSTITUTE APPROVAL OF ANY DEVIATION FROM THE CITY'S LAND DEVELOPMENT REGULATIONS IN THE FINAL PLAT, CONSTRUCTION PLAN OR SITE PLAN STAGE, UNLESS SUCH DEVIATIONS HAVE BEEN SPECIFICALLY REQUESTED IN WRITING AND SUBSEQUENTLY APPROVED IN WRITING BY THE CITY. SUCH APPROVALS DO NOT RELIEVE THE ENGINEER OF THE OBLIGATION TO MODIFY THE DESIGN OF THE PROJECT IF IT DOES NOT MEET ALL OTHER CITY LAND DEVELOPMENT REGULATIONS OR IF IT IS SUBSEQUENTLY DETERMINED THAT THE DESIGN WOULD ADVERSELY IMPACT THE PUBLIC'S SAFETY, HEALTH, WELFARE OR PROPERTY.

26. A 10 FOOT (10') P.U.E. IS HEREBY DEDICATED ADJACENT TO ALL STREETS.

27. THE UTILITY PROVIDERS FOR THE SUBDIVISION ARE AS FOLLOWS:

WATER - MANVILLE WATER SUPPLY CORP.
WASTEWATER - ON-SITE SEWAGE FACILITIES
ELECTRIC - AUSTIN ENERGY
GAS - TEXAS GAS SERVICE
TELEPHONE - AT&T

28. TWO-YEAR PEAK FLOW CONTROL, AS DETERMINED UNDER THE DRAINAGE CRITERIA MANUAL AND THE ENVIRONMENTAL CRITERIA MANUAL IS REQUIRED PURSUANT TO THE LAND DEVELOPMENT CODE SECTION 30-4-61.

29. ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO USES OTHER THAN RESIDENTIAL.

30. THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WITH COMPLIANCE WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF AUSTIN. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT APPROVALS DO NOT RELIEVE THE OWNER'S SOLE EXPENSE. IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.

31. THERE WILL BE NO DRIVEWAYS ON SLOPES GREATER THAN 15%.

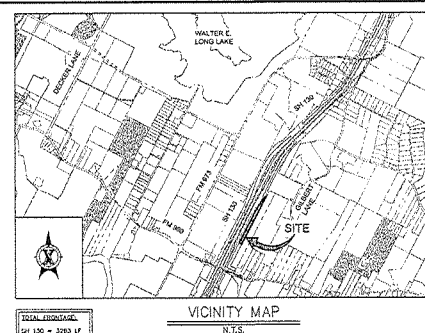
32. OFF STREET LOADING AND UNLOADING FACILITIES SHALL BE PROVIDED ON ALL COMMERCIAL AND INDUSTRIAL LOTS AS REQUIRED BY ORDINANCE.

33. A MINIMUM 25' WIDE PEDESTRIAN AND VEHICULAR INGRESS/EGRESS EASEMENT IS GRANTED TO THE OWNERS OF ELM CREEK, CONTING BLOCK A, LOTS 1-7, PARK 130 SECTION ONE, BLOCK A AND BLOCK B, LOTS 1-3, OVER ALL OF SAID LOTS EXCEPT THOSE PORTIONS TO BE OCCUPIED BY BUILDINGS AND WATER QUALITY AND/OR DETENTION FACILITIES, PURSUANT TO TITLE 30-4-161. THE ACTUAL LOCATION OF THIS EASEMENT SHALL BE SHOWN ON EACH LOT & DEDICATED BY SEPARATE INSTRUMENT AT THE TIME OF FINAL PLAT.

34. FOR EACH LOT, RAINFALL RUN-OFF SHALL BE HELD TO THE AMOUNT OF EXISTING FLOW FOR PRE-DEVELOPED CONDITIONS FOR THE 2, 10, 25, AND 100 YEAR STORMS BY PONDING OR OTHER APPROVED METHODS.

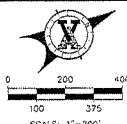
35. A WAIVER TO 30-2-34 (BALANCE OF TRACT) WAS GRANTED ON MARCH 22, 2010.

36. A VARIANCE TO 30-3-191 WAS GRANTED BY THE COMMISSIONER'S COURT ON



VICINITY MAP

N.T.S.



LEGEND

---	PROPERTY LINE
---	EXISTING CONTOURS
---	LOT LINES
---	SIDEWALKS
---	EASEMENT LINE
---	DRAINAGE EASEMENT
---	100 YR FEMA FLOODPLAIN
---	500 YR FEMA FLOODPLAIN

TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM
SUBDIVISIONS UTILIZING ON-SITE WASTEWATER SYSTEMS

- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM, WHICH HAS BEEN APPROVED & LICENSED BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A POTABLE WATER SUPPLY AND AN APPROVED PUBLIC WATER SYSTEM.
- NO ON-SITE SEWAGE DISPOSAL SYSTEM MAY BE INSTALLED WITHIN 100 FEET OF A PRIVATE WATER WELL, NOR MAY AN ON-SITE WASTEWATER DISPOSAL SYSTEM BE INSTALLED WITHIN 150 FEET OF A PUBLIC WATER WELL.
- NO CONSTRUCTION MAY BEGIN ON ANY LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM ARE SUBMITTED TO AND APPROVED BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
- ALL DEVELOPMENT ON ALL LOTS IN THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE MINIMUM REQUIREMENTS OF TEXAS ADMINISTRATIVE CODE CHAPTER 285 AND TRAVIS COUNTY CODE CHAPTER 48.
- THESE RESTRICTIONS ARE ENFORCEABLE BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.

STACEY SCHAEFFEL, D.R.
PROGRAM MANAGER
ON-SITE WASTE WATER PROGRAM
TRAVIS COUNTY, TEXAS

DATE

ENGINEER'S CERTIFICATION:

I, STEVEN G. FROST, 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 COMPLIES WITH TITLE 30 OF THE AUSTIN CITY CODE, AS AMENDED AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

THE 100-YEAR FLOODPLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENTS AS SHOWN HEREON. A PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT (FEMA) FLOOD INSURANCE RATE MAP (FIRM) #48453C0490H, TRAVIS COUNTY, TEXAS, DATED SEPTEMBER 26, 2006.

STEVEN G. FROST, P.E. #23396
VICKREY & ASSOCIATES, INC.
ATTN: STEVE FROST, P.E.
1209 W. 5TH STREET SUITE 200
AUSTIN, TEXAS 78703
(512) 494-5014

4/15/2010
DATE

TABLE OF CONTENTS

PRELIMINARY PLAN OVERALL 1"=200'	SHEET 1
PRELIMINARY PLAN 1"=100'	SHEET 2
PRELIMINARY PLAN SLOPE/E&S MAP	EXHIBIT A
PRELIMINARY PLAN DRAINAGE MAP	EXHIBIT B

SUBMITTAL DATE: JANUARY 20, 2010

PRELIMINARY PLAN OVERALL

PARK 130
5301 NORTH SH 130 NB
AUSTIN, TEXAS 78724

DATE	1	2
APPROVED BY	1	2
DATE	1	2

FIRM NO. 2342-001

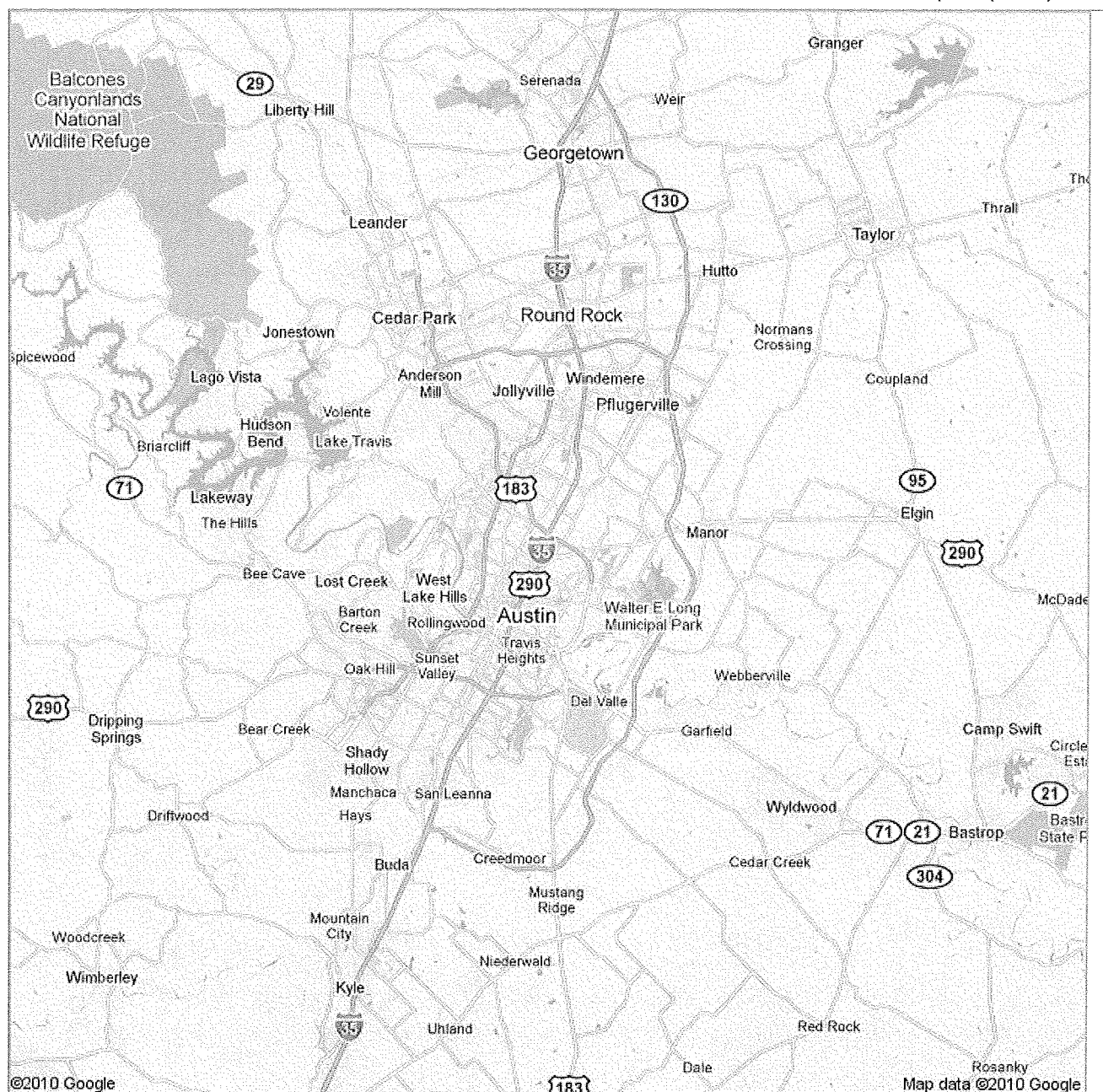
C81-2010-0009

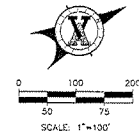
SUBMITTAL DATE: JANUARY 20, 2010






C81-2010-0009

Google maps

Notes Park 130
Preliminary Plan - Sidewalk
Variance Request (Pct. 1)





	PROPERTY LINE
	EXISTING CONTOURS
	LOT LINES
	SIDEWALKS
	EASEMENT LINE
	DRAINAGE EASEMENT
	100 YR FEMA FLOODPLAIN

NORTHERN LOTS

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD
C1	106°17'18"	50.00'	92.75'	66.70'	S82°47'35"E	80.01'
C2	106°11'55"	50.00'	92.70'	66.63'	N62°47'35"W	78.99'

DRAWN BY: JWC	
CHECKED BY: SGF	
APPROVED BY: SGF	
DATE: JANUARY 2010	
SHEET	OF
2	2

1

PROJ NO. 2242-C01
C8J-2010-0009

VICKREY & ASSOCIATES, Inc.
CONSULTING ENGINEERS

6 April 2010

The Honorable Judge Sam Biscoe
Travis County Commissioner's Court
314 W. 11th St., #520
Austin, TX 78701

V&A No. 2242-001

Re: Variance to Not Install Sidewalks along SH 130, Park 130 Preliminary Plat
Case No. C8J-2010-0008

Dear Judge Biscoe:

This letter is to request a variance from Section 30-3-191 of the Austin-Travis County Subdivision Regulations to not install sidewalks within the SH 130 Right-of-Way for the Park 130 Preliminary Plat. This request is made because Travis County Staff has requested this variance so sidewalks are not constructed along the SH 130 frontage road.

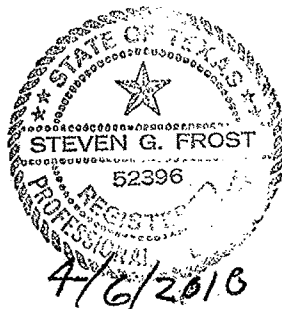
This tract is part of a 21.337 acre tract, Parcel No. 02-0241-0328. This tract has been divided into two separate preliminary plats, Elm Creek Centre (previously submitted as Case No. C8J-2009-0007) and Park 130 (previously submitted as Case No. C8J-2009-0008), which together comprise the entire original tract. A variance is requested for deletion of sidewalks in the ROW for both of these plats. A separate variance letter has been submitted for the Elm Creek Preliminary (C8J-2010-0007).

Section 30-3-191 of the subdivision ordinance requires sidewalks be constructed along adjoining streets in all new subdivisions. The justification for this variance is that a pedestrian/vehicular access easement will be dedicated inside both of these subdivisions, which will provide for continuous access along SH 130 inside the subdivision. These sidewalks will be privately maintained, rather than requiring maintenance by the State or County. Again, this variance is made at the request of Travis County Staff, and is supported by Staff. Your support and the support of Commissioner's Court is greatly appreciated.

If you have any questions concerning this variance request, please contact me.

Sincerely,

Steven G. Frost
Steven G. Frost, PE



#

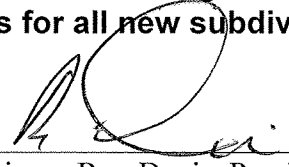
Travis County Commissioners Court Agenda RequestVoting Session 5/18/10
(Date)Work Session _____
(Date)

- I. A. Request made by: Joseph P. Gieselman Phone # 854-9383
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney
- B. Requested Text:


Consider and take appropriate action on a variance only for the Elm Creek Centre Preliminary Plan in Precinct 1:


- A. A request for variance from Title 30, City of Austin/Travis County Subdivision Regulations Section § 30-3-191 Sidewalks (requires the installation of sidewalks for all new subdivisions);**

Approved by:


 Commissioner Ron Davis, Precinct One

- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight (8) copies of agenda request and backup).
- B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of the Agenda Request and backup to them:

 Michael Hettenhausen: 854-7563

 Anna Bowlin: 854-7561

Dennis Wilson: 854-4217

- III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- ____ Contract, Agreement, Policy & Procedure

 RECEIVED
 COUNTY JUDICIAL OFFICE
 10 MAY - 10 PM 1:25

AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits MUST be submitted to the County Judge's Office no later than 5:00 p.m. on Tuesday for the following week's meeting. Late or incomplete requests will be deferred.



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

BACK UP MEMORANDUM

April 30, 2010

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Division Director, Development Services Division 

SUBJECT: Elm Creek Centre Preliminary Plan, Variance Only, in Precinct 1

PROPOSED MOTION:

Consider and take appropriate action on a variance only for the Elm Creek Centre Preliminary Plan in Precinct 1:

A. A request for variance from Title 30, City of Austin/Travis County Subdivision Regulations Section § 30-3-191 Sidewalks (Requires the installation of sidewalks for all new subdivisions);

SUMMARY AND STAFF RECOMMENDATION:

This preliminary plan includes 7 non-residential lots on an 8.55 acre tract. However, this request is only for consideration of a variance to not install sidewalks along the SH 130 frontage road and the subdivision side of FM 969. Sidewalks will be constructed along Beckham Drive right-of-way and as part of an internal ingress/egress easement, the location of which will be determined at final plat stage. The preliminary plan will be scheduled for consideration by the Court subsequent to the Court's approval of this variance request and the Zoning and Platting Commission's approval of the preliminary plan. There are 184 linear feet of new public streets proposed with this preliminary plan.

ISSUES:

City of Austin/Travis County Subdivision Regulations Section § 30-3-191(A) requires sidewalks constructed for all new subdivisions. However, due to the lack of curb and gutter on the SH 130 frontage road and FM 969, the applicant is requesting to not construct sidewalks. Due to the lack of curb and gutter, the lack of pedestrian generators in this area outside the development, and a proposed internal ingress/egress easement for pedestrian and vehicular use linking all businesses on the lots of the preliminary plan, staff supports this variance request.

BUDGETARY AND FISCAL IMPACT:

None.

REQUIRED AUTHORIZATIONS:

None.

EXHIBITS:

Precinct map

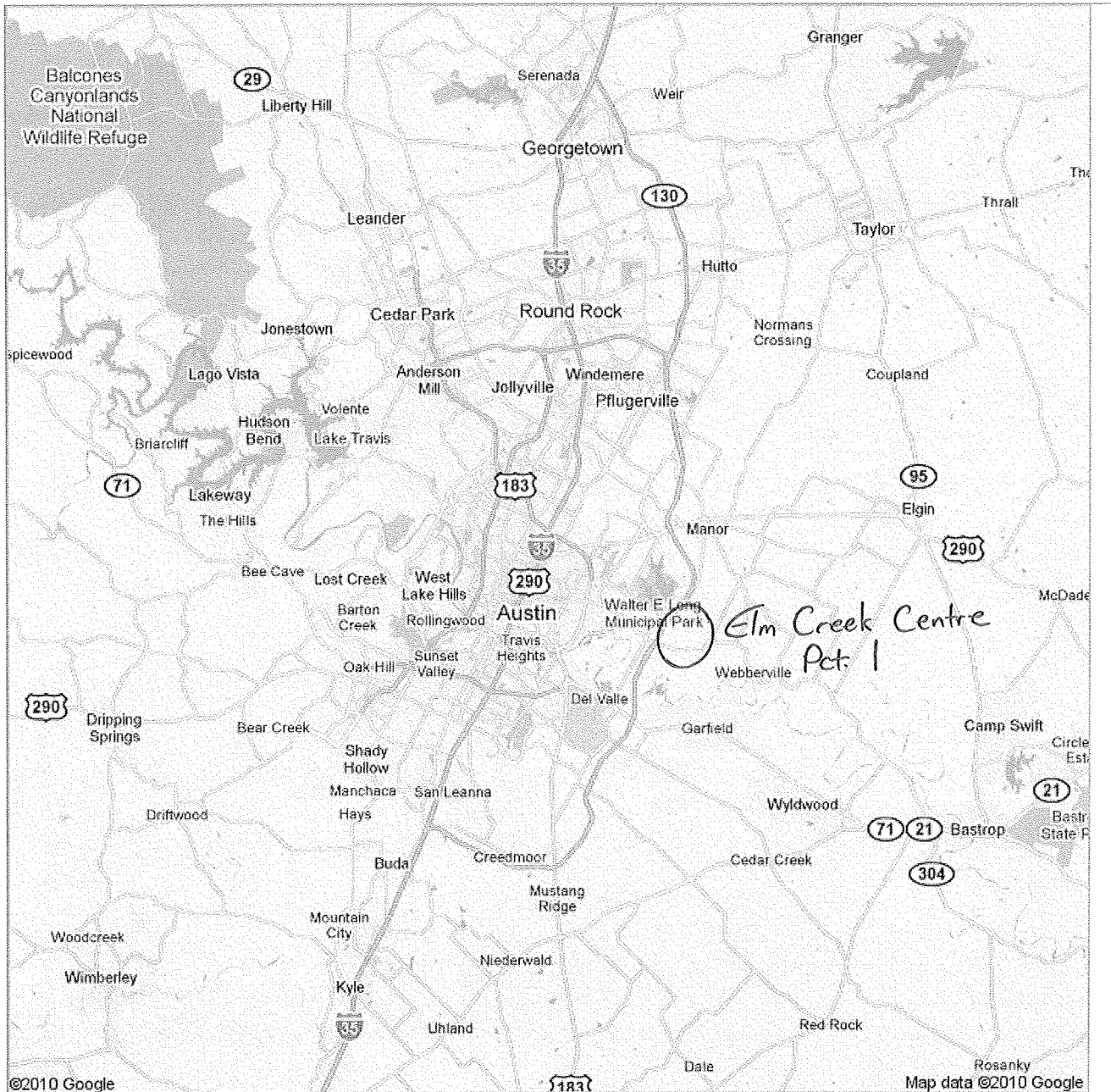
Location map

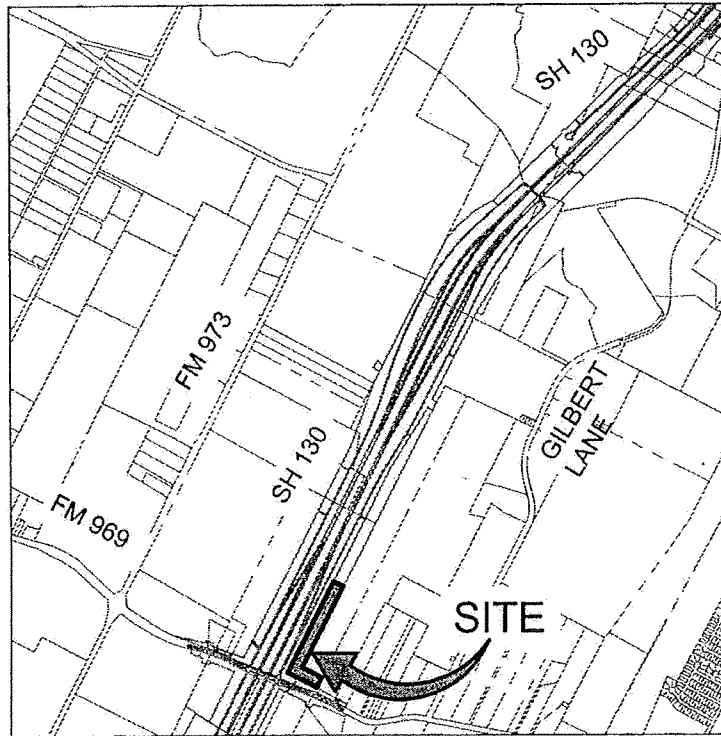
Proposed Preliminary Plan

Letter requesting the variance

Google maps

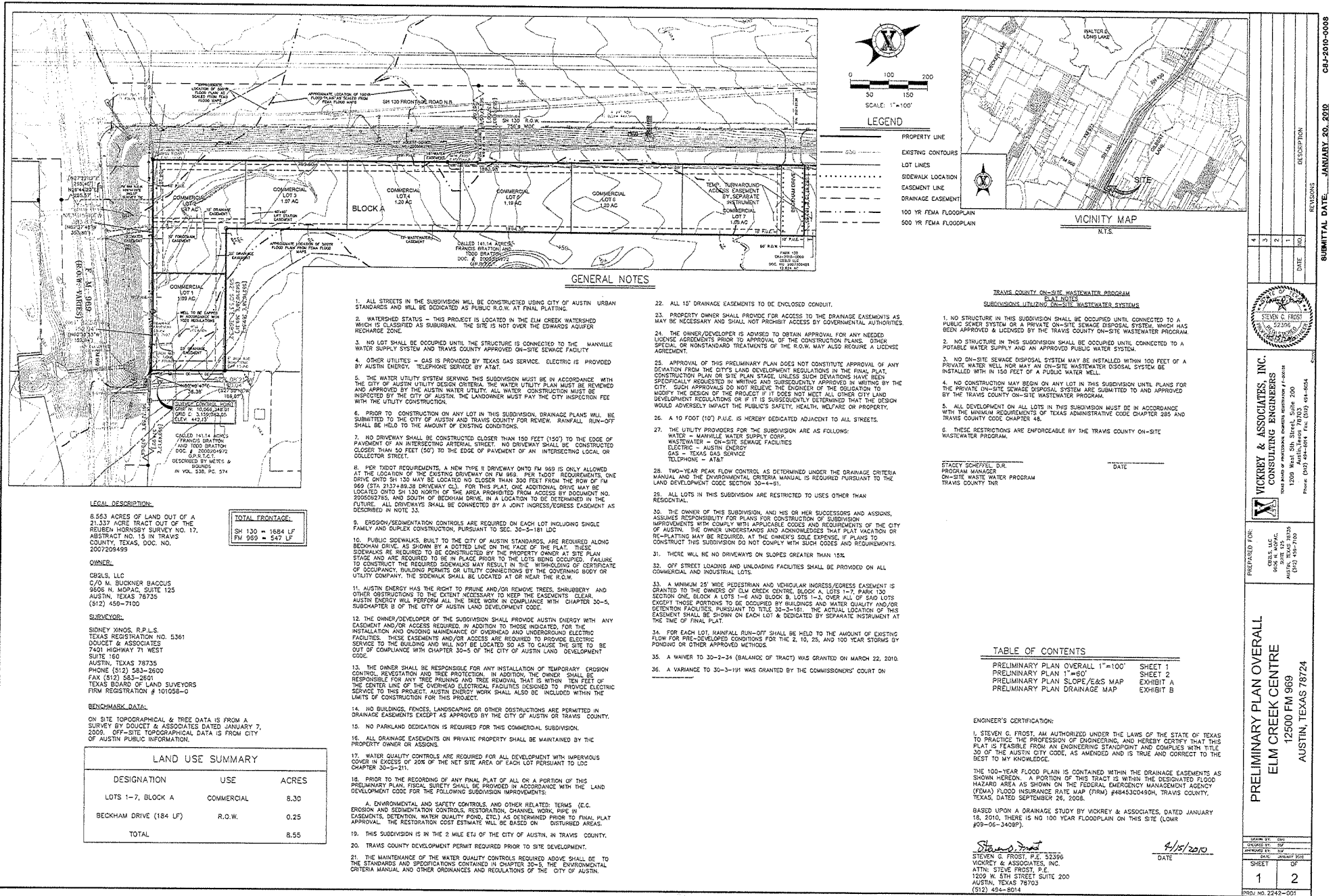
Notes Elm Creek Centre Preliminary
Plan - Sidewalk Variance
Request (Pct. 1)

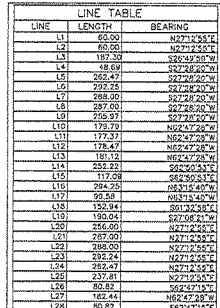




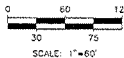
VICINITY MAP

N.T.S.





CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD
C1	105°48'26"	50.00'	92.74'	50.68'	S62°47'15"E	80.01'
C2	106°14'47"	20.00'	32.72'	86.85'	N62°47'15"W	79.99'



LEGEND

PROPERTY LINE

EXISTING CONTR

LOT LINES

EASEMENT LINE

ORAINAGE EAST

500 YR FEMA I

III

NOTE:

BASED UPON A DRAINAGE STUDY BY VICKREY & ASSOCIATES DATED
JANUARY 18, 2010, THERE IS NO FLOODPLAIN ON THIS SITE (LOMR
#09-06-3409P).

PRELIMINARY PLAN ELM CREEK CENTRE 12500 FM 969 AUSTIN, TEXAS 78724		PREPARED FOR: <div style="text-align: center;"> VICKREY & ASSOCIATES, INC. CONSULTING ENGINEERS <small>MAXIMUM OF FIVE-DIGIT, FIVE-DIGIT, FIVE-DIGIT OF COUNCIL</small> 1501 W. BRIDLE TRAIL, SUITE 200 AUSTIN, TEXAS 78703 Phone: (512) 494-8014 Fax: (512) 494-8624 </div>	
DRAWN BY: <u>ELC</u> CHECKED BY: <u>ELC</u> DESIGNED BY: <u>ELC</u> DATE: <u>PERMANENT SEAL</u>		SHEET <div style="text-align: center; font-size: 24pt; font-weight: bold;">2</div> <div style="text-align: center; font-size: 24pt; font-weight: bold;">2</div>	
PROJ. NO. 2242-001 C&J-2010-0018		DATE: <u>NOV</u> DESCRIPTION: <u>RESUBMITTALS</u>	

VICKREY & ASSOCIATES, Inc.
CONSULTING ENGINEERS

6 April 2010

The Honorable Judge Sam Biscoe
Travis County Commissioner's Court
314 W. 11th St., #520
Austin, TX 78701

V&A No. 2242-001

Re: Variance to Not Install Sidewalks along SH 130, Elm Creek Preliminary Plat
Case No. C8J-2010-0007

Dear Judge Biscoe:

This letter is to request a variance from Section 30-3-191 of the Austin-Travis County Subdivision Regulations to not install sidewalks within the SH 130 Right-of-Way for the Elm Creek Preliminary Plat. This request is made because Travis County Staff has requested this variance so sidewalks are not constructed along the SH 130 frontage road.

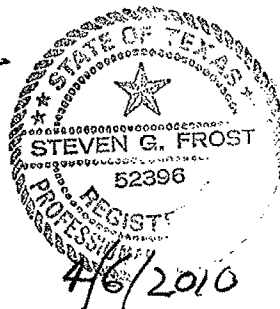
This tract is part of a 21.337 acre tract, Parcel No. 02-0241-0328. This tract has been divided into two separate preliminary plats, Elm Creek Centre (previously submitted as Case No. C8J-2009-0007) and Park 130 (previously submitted as Case No. C8J-2009-0008), which together comprise the entire original tract. A variance is requested for deletion of sidewalks in the ROW for both of these plats. A separate variance letter has been submitted for the Park 130 Preliminary (C8J-2010-0007).

Section 30-3-191 of the subdivision ordinance requires sidewalks be constructed along adjoining streets in all new subdivisions. The justification for this variance is that a pedestrian/vehicular access easement will be dedicated inside both of these subdivisions, which will provide for continuous access along SH 130 inside the subdivision. These sidewalks will be privately maintained, rather than requiring maintenance by the State or County. Again, this variance is made at the request of Travis County Staff, and is supported by Staff. Your support and the support of Commissioner's Court is greatly appreciated.

If you have any questions concerning this variance request, please contact me.

Sincerely,

Steven G. Frost
Steven G. Frost, PE



Travis County Commissioners Court Agenda RequestVoting Session: May 14, 2010
(Date)Work Session: _____
(Date)I. A. Request made by: Sherri E. Fleming Phone: 854-4100
(Signature of Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested Text:

Consider and take appropriate action on the following items regarding the proposed acquisition of certain real property by Austin Habitat for Humanity pursuant to a contract as a part of the Travis County 2006, 2007 and 2008 Community Development Block Grant Plan:

A. Request to approve June 12, 2010 through July 12, 2010 as the 30-day public comment period for the public to review the proposed location;

B. Request to approve a public hearing on June 22, 2010, to receive comment on the proposed location;

C. Request to approve the advertisements announcing the public hearing date and the 30-day public comment period to be placed in newspapers of general circulation;

D. Other Related Items.

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

Signature of Commissioner(s) or County Judge

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

Mary Etta Gerhardt, Assistant County Attorney
Rodney Rhoades, PBO
Travis Gatlin, PBO
Susan Spataro, Travis County Auditor
Kimberly Walton, Chief Assistant County Auditor
Cyd Grimes, Travis County Purchasing Agent
Mariana Salazar, HHS/VS

Lee Turner, TNR
DeDe Bell, Auditor's Office
Janice Cohoon, Auditor's Office
Jason Walker, Purchasing
Christy Moffett, HHS/VS
Kathleen Haas, HHS/VS

- 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)

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.

- ___ A change in your department's personnel (reclassifications, etc.)
Purchasing Office (854-9700)
- ___ Bid, Purchase Contract, Request for Proposal, Procurement
County Attorney's Office (854-9415)
- ___ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum and exhibits should be submitted to the County Judge's Office no later than 5:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.



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


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

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

MEMORANDUM

Date: May 11, 2010

To: Members of the Commissioners Court

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

Subject: Community Development Block Grant (CDBG) –Land Acquisition
through Austin Habitat for Humanity

Proposed Motion:

Consider and take appropriate action on the following items regarding the proposed acquisition of certain real property by Austin Habitat for Humanity pursuant to a contract as a part of the Travis County 2006, 2007 and 2008 Community Development Block Grant Plan:

- A. Request to approve June 12, 2010 through July 12, 2010 as the 30-day public comment period for the public to review the proposed location;
- B. Request to approve a public hearing on June 22, 2010, to receive comment on the proposed location;
- C. Request to approve the advertisements announcing the public hearing date and the 30-day public comment period to be placed in newspapers of general circulation;
- D. Other Related Items.

Summary and Staff Recommendations:

- A. Travis County awarded \$945,518 in CDBG funds from Program Years 2006, 2007 and 2008 to Austin Habitat for Humanity to purchase land to construct affordable housing in the unincorporated areas for low-to moderate income residents. Austin Habitat for Humanity has identified the following land as a potential site to build affordable homes: **Approximately 27 finished buildable single-family lots known as Gilbert Lane Phase One, located on the east side of Gilbert Lane, Travis County, Texas.**

For Travis County to be in compliance with its Citizen Participation Plan and Action Plans, a 30-day comment period must be held to allow the public to comment on the proposed land. Staff recommends June 12, 2010 through July 12, 2010, for the comment period. During this time, residents, community organizations, agencies and any other stakeholders will have an opportunity to send CDBG staff their comments in writing via postal mail or e-mail or by attending a public hearing.

- B. For Travis County to be in compliance with its Citizen Participation Plan and Action Plans, one public hearing must be held during the Commissioners Court approved 30-day comment period to receive comments verbally. Staff recommends June 22, 2010 as the public hearing date.
- C. Staff recommends the approval of the attached public notices to advertise the public hearings and the 30-day comment period. According to HUD guidelines, the notices must occur 14 days prior to the public comment period and must appear in newspapers of general circulation in the areas targeted by the grant. To meet this criteria, the following papers will be used for advertising: Hill Country News, Lake Travis View, Manor Messenger, North Lake Travis Log, Oak Hill Gazette, Pflugerville Pflag, The Austin Chronicle, West Lake Picayune, Ahora Sí and El Mundo

To reach the Spanish speaking population, the advertisements will be provided in Spanish in the Spanish language newspapers *Ahora Sí* and *El Mundo* and both in English and Spanish in the Austin Chronicle. Advertisements in English will be provided in the remaining English language newspapers. Please see Attachment "A" and "B" for the proposed advertisements.

Budgetary and Fiscal Impacts:

- A. Not Applicable
- B. Not Applicable
- C. Costs for the public notices will be paid for with CDBG grant funds.

Issues and Opportunities:

To expedite the environmental review process, CDBG staff are working with the CDBG funded TNR senior engineer to complete the environmental assessment. We anticipate that this process may take 4-6 weeks prior to advertising the results and release of funds. Given the length of the environmental review process can vary depending upon a variety of factors including receiving responses from agencies, etc.; CDBG staff anticipates that the transaction will most likely not close prior to July 31, 2010. This will affect the timeliness test on August 1, 2010, however, the CDBG staff has been working with HUD to identify any potential areas where we can expedite processes.

Advertising in the Austin Chronicle meets the HUD requirement for using a newspaper of general circulation. In addition, targeting the smaller city newspapers targets the unincorporated areas that CDBG serves.

During previous years, public notices were published in both English and Spanish in all of the English language newspapers. However, currently we publish ads in Spanish in the Spanish language newspapers *Ahora Sí* and *El Mundo*. The targeted use of Spanish advertisements in select newspapers not only serves to better engage Spanish-speaking persons, but also provides a cost savings during each round of advertising.

Background:

In August 2009, a Subrecipient agreement was signed between Travis County and Austin Habitat for Humanity. Austin Habitat for Humanity initially identified Austin's Colony as a potential site for the project but the Commissioners Court did not approve the site due to its proximity to a proposed gravel/sand mine at the end of September 2009. Since that time, staff have worked with Austin Habitat for Humanity to find another property that would be successful.

Attachment A



**Travis County
Community Development Block Grant (CDBG) Program
Notice of Public Comment Period
Land Acquisition for the Construction of Affordable Homes**

Travis County is inviting the public to comment on the location of the land for one of its Community Development Block Grant (CDBG) projects that seeks to build affordable housing in the unincorporated areas of Travis County.

Specifically, Travis County awarded \$945,518 in CDBG funds from Program Years 2006, 2007 and 2008 to Austin Habitat for Humanity to purchase land to construct affordable housing in the unincorporated areas for low-to moderate income residents. In turn, Austin Habitat for Humanity has identified the following land as a potential site to build affordable homes:

Approximately 27 finished buildable single-family lots known as Gilbert Lane Phase One, located on the east side of Gilbert Lane, Travis County, Texas.

Comments on the location of the land will be accepted for 30 days **beginning June 12, 2010 at 8:00 a.m. and ending July 12, 2010** at 5:00 p.m. The public can provide their comments by:

- Attending a Public Hearing scheduled for **Tuesday, June 22, 2010 at 9:00 a.m.** at Travis County Granger Building, Commissioners Courtroom, 314 W. 11th St, Austin, TX or
- Mailing their comments to: CDBG Program, Travis County, HHSVS P.O. Box 1748, Austin, TX 78767 or e-mailing them to Christy Moffett at christy.moffett@co.travis.tx.us .

The public can also learn more details about this project by visiting www.co.travis.tx.us/CDBG

Travis County is committed to compliance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended. Reasonable modifications and equal access to communications will be provided upon request. Please call 854-3460 for assistance.

Attachment B



Programa de Subsidio Global para el Desarrollo Comunitario (CDBG) del Condado de Travis

Notificación del período de comentario del público sobre la adquisición de terreno para la construcción de casas asequibles

El Condado de Travis invita al público a hacer comentarios acerca de la ubicación del terreno para uno de sus proyectos del Subsidio Global para el Desarrollo Comunitario (CDBG) con la finalidad de construir viviendas asequibles en las áreas no incorporadas del Condado de Travis.

Específicamente, el Condado de Travis adjudicó \$945,518 en fondos del CDBG de los años programáticos 2006, 2007 y 2008 a Austin Habitat for Humanity para la compra del terreno para construir viviendas asequibles en áreas no incorporadas para residentes con ingresos moderados. A su vez, Austin Habitat for Humanity ha identificado el siguiente terreno como un posible sitio para la construcción de casas asequibles:

Aproximadamente 27 lotes terminados unifamiliares para construir, conocidos como Gilbert Lane Fase Uno, ubicados en el lado este de la calle Gilbert Lane, Condado de Travis, Texas.

Se aceptarán comentarios sobre la ubicación del terreno durante 30 días a partir del **12 de Junio, 2010 a las 8:00 a.m. y finalizando el 12 de Julio, 2010** a las 5:00 p.m. El público puede presentar sus comentarios de la siguiente manera:

- Asistiendo a la audiencia pública programada para el martes, 22 de Junio, 2010 a las 9:00 a.m. en la sala de la Corte Comisionada en el edificio Granger Building del condado de Travis, en 314 W. 11th St, Austin, TX o
- Enviando sus comentarios por correo a: CDBG Program, Travis County, HHSVS P.O. Box 1748, Austin, TX 78767 o por correo electrónico a Christy Moffett a christy.moffett@co.travis.tx.us.

El público también puede obtener más detalles sobre este proyecto visitando www.co.travis.tx.us/CDBG

El Condado de Travis se compromete en cumplir con la Ley de Americanos con Discapacidades (ADA) y la Sección 504 de la Ley de Rehabilitación de 1973, según su enmienda. Se proporcionarán modificaciones razonables y acceso igualitario a las comunicaciones si se solicitaran. Si desea ayuda, por favor llame al 854-3460.

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Travis County Commissioners Court Agenda Request

Voting Session: May 18, 2010
(Date)

Work Session: _____
(Date)

I. A. Request made by: [Signature] Phone #: 854-9624
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

CONSIDER AND TAKE APPROPRIATE ACTION ON TRAVIS COUNTY DATA
REPORTING IMPROVEMENT PLAN

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 involved with the request. Send a copy of this Agenda Request and
backup to them:

Greg Hamilton, Travis County Sheriff (854-9700)
Rosemary Lehmborg, Travis County District Attorney (854-9400)
David Escamilla, Travis County Attorney (854-9415)
Dana DeBeauvoir, Travis County Clerk (854-9188)
Amalia Rodriguez-Mendoza, Travis County District Clerk (854-9737)
Chief Art Acevedo, Austin Police Department (974-5030)
Joe Harlow, Travis County Chief Information Officer (854-9666)
Roger Jeffries, Executive Manager, Justice and Public Safety (854-4415)

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

DAVID ESCAMILLA
COUNTY ATTORNEY



COUNTY ATTORNEY'S OFFICE
314 W. 11TH ST.
SUITE 300
AUSTIN, TEXAS 78701
Phone: (512) 854-9415
Fax: (512) 854-9316

MEMORANDUM

TO: Travis County Judge and Commissioners
FROM: Steve Capelle, Chair, Travis County Data Advisory Board
DATE: May 7, 2010

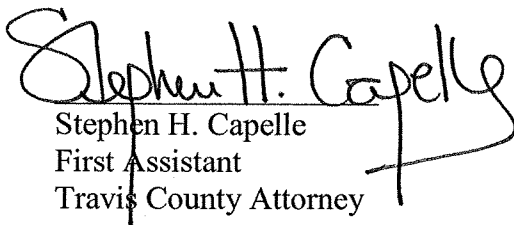
**SUBJECT: CONSIDER AND TAKE APPROPRIATE ACTION ON TRAVIS
COUNTY DATA REPORTING IMPROVEMENT PLAN**

The Travis County Data Advisory Board requests approval to submit the attached Travis County Data Reporting Improvement Plan to the Texas Department of Public Safety (DPS).

House Bill 2730 (Article 21), passed by the 81st Texas Legislature, requires the Commissioners Court in counties which have average disposition completeness percentages of less than 90% to establish a Data Advisory Board responsible for preparing a data reporting improvement plan. A disposition is defined as "an action that results in the termination, transfer to another jurisdiction, or indeterminate suspension of the prosecution of a criminal charge." A "disposition completeness percentage" is defined as "the total number of charges divided by the total number of final dispositions DPS has received from a county."

The Travis County Commissioners Court established a Data Advisory Board consisting of the following members required by statute: Sheriff or designee, District Attorney, County Attorney, District Clerk or designee, County Clerk or designee, Police Chief of the largest municipality or designee and representative of the County's automated data processing services.

The Travis County Data Advisory Board has developed a data improvement plan that describes how Travis County will improve its disposition completeness percentage reported to DPS. The plan is due to DPS by June 1, 2010 and will be posted on their public Internet site. It is presented to you for your review and consideration.


Stephen H. Capelle
First Assistant
Travis County Attorney

Attachments

TRAVIS COUNTY Data Reporting Improvement Plan

Section I

Legislative Requirement

Travis County acknowledges its obligation, under Texas Code of Criminal Procedure Article 60.10, to take the steps necessary to improve the county's disposition completeness percentage to a percentage equal to or greater than 90 percent in the first annual report submitted by DPS to certain state officers and agencies on or after January 1, 2013. In compliance with its statutory requirement, the Travis County Commissioners' Court established a local data advisory board charged with developing and implementing a data reporting improvement plan. The data reporting improvement plan shall (1) describe the manner in which the county intends to improve its disposition completeness percentage; (2) ensure that the county takes the steps necessary for its average disposition completeness percentage to be equal to or greater than 90 percent in the first report DPS submits to certain state officers and agencies regarding local jurisdiction reporting on or after January 1, 2013; and, (3) include a comprehensive strategy by which the county will permanently maintain a disposition completeness percentage at or above 90 percent. Travis County will submit its data reporting improvement plan to DPS on or before June 1, 2010 and understands that DPS is required by the statute to post the plan on the DPS internet website.

The mission of the Travis County local data advisory board is to develop and implement an electronic data reporting program that will accurately capture and report arrests, prosecutor actions, and dispositions to the DPS by creating business processes and internal data quality controls within each agency involved.

Section II

Composition of the Local Advisory Board Members

The Travis County Data Advisory Board consists of the following members:

- Sheriff Greg Hamilton, represented by Lt. Robin Osborn;
- District Attorney Rosemary Lehmberg, represented by Vicki Skinner and Darcie Gordon;
- County Attorney David Escamilla, represented by First Assistant County Attorney Steve Capelle and Assistant Director Vicki Ashley;
- County Clerk Dana DeBeauvoir, represented by Neomia Bailey;
- District Clerk Amalia Rodriguez-Mendoza, represented by Michelle Brinkman;
- Austin Police Department Chief Art Acevedo, represented by Colleen Waters;
- Travis County ITS Department, Chief Information Officer Joe Harlow, represented by Janice Brown.

Should any member of the board become unable to serve for any reason, the elected official or department head represented by that member shall immediately appoint a replacement with the knowledge and experience necessary to carry forward with the work of the advisory board.

Section III

Travis County has an Integrated Justice System which is comprised of multiple subsystems and an interagency database (IDB). This structure allows for data to be shared between multiple criminal justice agencies within the county. The interagency database acts as the core data repository from which data is exchanged from one agency to another. The interagency database is the current data source for Electronic Disposition Reporting of adult records. Juvenile records are compiled and reported separately and currently have a disposition completeness percentage above 90%. Therefore, juvenile records are not addressed in this plan.

The data exchange begins when a person is booked into the Travis County Jail. The booking information is entered into the Correction Management Software (CMS). Upon entry into the CMS, the TRN and TRS are assigned if the charge is a reportable offense. If a State Identification number (SID) does not exist in the Travis County environment, the SID is returned to the county upon assignment from DPS. The required data for Electronic Arrest Reporting (EAR) is reported directly from the CMS.

The CMS submits a subset of the booking data to the interagency database. This subset of data includes the demographic and charge information as well as TRN, TRS and SID. Once the data is submitted to the IDB, the data becomes available for a data exchange with the Prosecutors and Courts subsystems. The case creation process occurs at the same time for both agencies.

The data exchange into the Prosecutor's application is based off the booking date. This information is then transferred into the Prosecutor's database. The data transfer includes the TRN, TRS and SID as well as charge information. Once the data has been transferred into the Prosecutor's application and the case has been filed, the data from the prosecution application is contributed to the IDB. The prosecutor's contributed records are then extracted by a date range and a batch created for the prosecution segment. The batch is then submitted electronically to DPS.

The data exchange into the Court's application is similar to the data exchange for the Prosecutor's application. Once the data is transferred into the Court's application, the record is contributed to the IDB. As the case progresses through the judicial process, the Court's records are updated and contributed. Upon disposition of the case, the disposition information is then extracted from the IDB to create the court segment and submitted electronically to DPS.

When additional charges are filed by the prosecutor, a new case is created with a new TRS in both the prosecution and court subsystems. Both records are contributed to the IDB and then extracted and submitted to DPS. However when a prosecutor decides to reject a charge, the

prosecution segment is not submitted with a rejection. Instead a court segment is submitted with a disposition of dismissal. This is due to Travis County's process of direct filing.

When an arresting agency decides they will not pursue a case or if a TRN is erroneously assigned, a CR-43 correction is manually submitted or an entry is made online into the CCH.

When an arrest in Travis County is made on an out of county warrant and the offender is booked into the Travis Jail, a TRN is not assigned to the booking record. The arrest information is manually compiled and submitted to the County of jurisdiction.

When a Travis County warrant is executed in another county, Travis County will receive the arrest information in paper form from the arresting agency. The TRN/TRS is manually assigned and submitted to DPS. Additionally, the appropriate court record is updated in the Court's application with this information. A copy of the arrest record is forwarded to the appropriate prosecutorial entity for update in their system. Once the TRN/TRS information is updated, the records are contributed to the IDB and extracted for submission to DPS.

Section IV

Travis County's local data advisory board has met weekly with the primary goal of mapping the current electronic data reporting system to determine where failures in reporting occur. As a result, we have discovered multiple points of failure occurring during data exchange due to conflicting, incorrect or incomplete data contributed to the interagency database (IDB). These problem areas, associated with the key functions addressed in Section III above, are as follows:

Arrest Reporting to Repository and Prosecutor:

The Travis County Sheriff's Office ("TCSO") reports arrest records to the DPS electronically by extracting data directly from the corrections management software ("CMS") before any data is exchanged through the interagency database ("IDB"). Therefore, Travis County's arrest records have been successfully transmitted. However, the TCSO has identified some problem areas. Under the current system it is not always clear to the booking officer, at the time that an individual is being arrested on a bond forfeiture/bond revocation warrant, that a TRN/TRS already exists for that offense. Therefore, duplicate arrest records are sometimes being created and reported to the DPS. Similarly, cases are often initiated in the prosecution and court systems when an arrest warrant is issued, but prior to the actual arrest of an individual. When this occurs, there is no TRN/TRS associated with the record. When the individual is subsequently arrested the associated TRN/TRS and SID are not electronically updated in the prosecutors' and court clerks' databases, resulting in an incomplete ER3 and ER4. Also, the electronic arrest reporting ("EAR") interface from the CMS currently submits a generic charge level and degree. For instance, misdemeanor arrests are reported as "misdemeanor undetermined" and felony arrests are being reported as "felony undetermined." This procedure requires the ER3 to always be reported as "change" instead of accepting the charge as reported by the EAR.

Prosecution Reporting to Repository:

The current EDR system does not extract and report data directly from the prosecutors' information management systems ("PIMS"). Data from PIMS is contributed to the IDB and that data is then extracted and compiled for ER3 reporting to the DPS. If any of the data in the prosecution records is incomplete or incorrectly entered, the ER3 will fail. The prosecutors have discovered several problem areas with the entry and exchange of data in their business processes.

The prosecution practice at the felony level of charging multiple counts under a single cause number complicates data entry and EDR. Each count must be assigned a distinct TRS, and an ER3 must be submitted reflecting the prosecutor action for each. Under the current system, the multiple counts and corresponding TRS's must be manually entered into both the prosecutor's and the District Clerk's data management systems. The smallest data entry error will create an inconsistency between the ER3 and the ER4, resulting in a failed disposition report. The practice of re-indictment of felony cases has the same impact.

At the misdemeanor level, due to the large number of cases filed each year, the business process decision at the time of conversion to the county's current data management systems was to accept pre-filled data from the booking record on each arrest, with as little data as possible being manually entered by the prosecutor's office staff. All data required for EDR, under the current system, is extracted from the IDB, and the IDB receives contributions from the booking record, the prosecutors' information management system, and the court clerk's data management system. The audit of the current system undertaken by the local data advisory board has revealed that not all of the data necessary for compiling an ER3 on each arrest is captured by the IDB from the booking record. As a result, many of the ER3's submitted on misdemeanor cases contain incomplete data and the submissions fail.

Travis County's practice of direct filing criminal cases results in a court's file being created at the court clerk's office at the time of each arrest. If the prosecutor subsequently reviews the evidence and/or the arrested individual's criminal history and determines that the charge should be enhanced from a misdemeanor to a felony, (or reduced from a felony to a misdemeanor), the original cause number must be dismissed in order to close the court's file on the original charge. The arrested individual is then assigned a new felony (or misdemeanor) cause number and the case proceeds. Under the current system, the dismissal of the original cause number results in an ER4 that closes the TRS assigned at the time of the arrest. When ER3 and ER4 submissions are later attempted on the new (corrected) charge the submissions fail because the TRS has been closed.

Warrant cases are also a problem area. When a warrant is issued for the arrest of an individual in Travis County, a prosecution packet is submitted by law enforcement to the prosecutor's office and a new case is initiated in PIMS. Because the individual has not yet been arrested, there is no TRN/TRS assigned. When an arrest subsequently occurs, the prosecutor's staff must be notified by central booking and the TRN/TRS must be manually entered into PIMS. Any data entry errors, or failure to enter the data, results in a failed ER3 submission.

The District Attorney's Office will run a weekly report from the Prosecutor Information Management System (PIMS) to assist in identifying any case record that had a prosecutor action event (indictment, information, dismissal, etc.) but did not have a TRS/TRN. Staff will locate the missing TRS/TRNs and add them to the PIMS records.

Prosecution Reporting to Court Clerk:

Travis County's current system does not include any electronic reporting from the prosecutors' offices to the court clerks' offices. Charging instruments are filed in hard copy and indicate that the prosecutor has accepted the charge. If the prosecutor rejects the charge, a dismissal is filed with the clerk indicating that action. If the prosecutor elects to change the charge, the court clerk's office is notified by email and both the prosecutor's record and the court clerk's record are manually changed to reflect the correct charge. Any data entry error, or failure to manually make the change, will result in inconsistent records and the ER3 and/or ER4 submissions will fail.

The County Attorney's Office and District Attorney's Office will use a form to notify the appropriate clerk's office of the transfer of cases between the prosecutor's offices and the disposition code on the original case.

Court Clerk Reporting to Repository:

Under our current system, the court clerks' offices initiate cases in their data management systems by accepting data that is pre-filled into their systems from the booking record and/or from the prosecutor's data management system (PIMS). Any changes to the original data made by prosecutors must be manually updated by the court clerks' staff. Any data entry error, or failure to manually make the change, will result in inconsistent records and the subsequent ER4 submission will fail.

Warrant cases also create a problem area for the court clerks' offices. When a warrant is issued for the arrest of an individual in Travis County, a prosecution packet is submitted by law enforcement to the prosecutor's office and a charging instrument may be filed with the court clerk prior to the individual's arrest. The court clerk's staff must then manually create the court's record in the clerk's data management system. Because the individual has not yet been arrested, there is no TRN/TRS assigned. When an arrest subsequently occurs, central booking must notify both the prosecutor's staff and the court clerk's staff, and the TRN/TRS must be manually entered into both systems. Any data entry errors, or failure to enter the data, by either agency results in a failed ER3 and/or ER4 submission.

Section V

Travis County's review of the current Electronic Disposition Reporting (EDR) process identified several significant factors which have had a direct impact on our overall performance. These key factors are found in our business processes as well as in our software.

To address these issues, Travis County will be redesigning the EDR program. The changes will include adding data elements to the source subsystems, providing a fully automated TRN/TRS tracking module, as well as an error resolution element. Another significant change will be the data source of the EDR extraction. Presently, the source of the EDR data is from the interagency database (IDB). The redesign will extract data directly from each of the source subsystems instead of the IDB. This will eliminate current potential fail points of data not contributing to the IDB.

The subsystems are currently lacking key data capture points which are necessary to formulate a true representation of the action that has occurred. By adding new data elements, it will improve our data collection process, and to the end result will provide the ability to increase our overall reporting accuracy.

Over the past several years, Travis County has had multiple system migrations and conversions. Each migration presented a set of unique challenges for the EDR program, therefore making it difficult to identify what prior submissions have occurred. With the new design, a fully automated tracking system of the TRN/TRS data will be implemented. This will allow the tracking of the TRN as it progresses through each criminal justice agency, thereby making it easier to monitor the current state of a TRN generated by Travis County. This will greatly improve our compliance and reporting accuracy.

The new programming efforts will also provide enhanced validation processes and procedures. The changes will be in the form of application alerts which will identify key issues prior to the submission of data to DPS. The application alerts will be complimented by a series of validation reports to be utilized by the user to correct erroneous entries prior to extraction. Enhancements will also be made in the processing of the DPS return file. The processing of the return file will identify the errors within the data and direct the user to make the appropriate corrections. The application will then process corrections for resubmission to DPS.

Travis County has already begun the new development effort. The gathering of the requirements is complete and the creation of a specification document is in progress. A request will be submitted to the Travis County vendor to modify the subsystems in order to provide the additional data elements. Based on the level of effort, the new EDR program will be slated for implementation in the first quarter of 2011.

Modifications to Travis County's business processes will be implemented to address key reporting functions. The process flow diagrams reflect the key functions and how they will be implemented in the new EDR program.

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for: (fill in date of meeting)

DATE OF VOTING SESSION: 5/14/10A. REQUEST MADE BY: KAREN HUBER
(Elected/Appointed Official/Executive Mgr/County Attorney)

B. REQUESTED TEXT:

CONSIDER AND TAKE APPROPRIATE ACTION ON THE APPOINTMENT OF
ALTERNATES FOR THE TRAVIS COUNTY APPOINTMENTS TO THE CAPITAL
AREA METROPOLITAN PLANNING ORGANIZATION (CAMPO) –
TRANSPORTATION POLICY BOARD.

COUNTY JUDGE OR COMMISSIONERRECEIVED
COUNTY JUDGE'S OFFICE
10 MAY 10 PM 3:34

- A. Any backup material to be presented to the Court must be submitted with this Agenda Request (Original(s) & 8 copies).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. The originating department should send a copy of this Agenda Request and backup to them:

REQUIRED AUTHORIZATIONS: PLEASE CHECK IF APPLICABLE:

_____ Additional funding for any department or for any purpose

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

_____ Grant

PURCHASING OFFICE (854-9700)

_____ Bid, Purchase Contract, Request for Proposals

COUNTY ATTORNEY'S OFFICE (854-9415)

_____ Contract, Agreement, Policy & Procedure

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.



14

SARAH ECKHARDT

TRAVIS COUNTY COMMISSIONER PRECINCT 2

TRAVIS COUNTY ADMINISTRATION BUILDING

P.O. BOX 1748 ROOM 500

AUSTIN, TEXAS 78767

(512) 854-9222

May 14, 2010

RE: Request for the appointment of a slate of alternates for the CAMPO Transportation Policy Board

Dear Judge Biscoe,

Pursuant to Section III, Part B, Subsection 1b of the Capital Area Metropolitan Planning Organization *Bylaws and Operating Procedures*, I request that the Travis County Commissioners Court vote to appoint the following slate of alternates to be selected for designation on a case by case basis in the eventuality that I am unable to attend a CAMPO Transportation Policy Board voting session.

In selecting alternates I have opted for people who are already members of the CAMPO Policy Board so that they will already be up to speed on the various complex projects that are ongoing at any given time.

I would like the following people appointed as alternates for me:

1. Judge Sam Biscoe – Travis County
2. Commissioner Karen Huber – Travis County
3. Mayor Jeff Mills – City of Sunset Valley (or his successor as the Travis County appointment to the CAMPO Policy Board)
4. Councilmember Chris Riley – City of Austin

Thanks for your prompt consideration of this request.

Regards,

A handwritten signature in black ink, appearing to be "Sarah Eckhardt", written over a large, stylized, circular flourish.

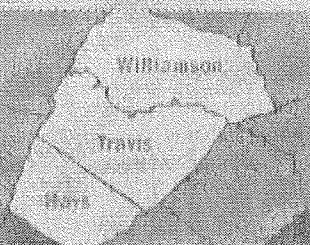
Sarah Eckhardt

cc: Travis County Commissioners Court
Travis County Attorney's Office
Joe Cantalupo – Executive Director, CAMPO
Mayor Jeff Mills
Councilmember Chris Riley

RECEIVED
COUNTY JUDGE'S OFFICE
10 MAY 12 PM 1:56



CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION

[ABOUT CAMPO](#)[COMMITTEES](#)[PROGRAMS](#)[FREQUENT QUESTIONS](#)[CONTACT US](#)[HOME](#)[SITE MAP](#)[SITE FEEDBACK](#)

Committees: [Transportation Policy Board Bylaws](#)

[Section I -
Definitions](#)[Section II -
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Transportation Policy
Board](#)[Section IV -
Executive Committee](#)[Section V -
CAMPO Office](#)[Section VI - Special
Committees](#)[Section VII - Ethics Policy](#)[Section VIII -
Adoption](#)[Section IX -
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Capital Area Metropolitan Planning Organization

Bylaws & Operating Procedures

for the

Transportation Planning Program in the Austin Metropolitan Area

Section I - Definitions


For the purposes of these bylaws, the following definitions apply

- A. Metropolitan Transportation Planning Process.** The Metropolitan Planning Organization (MPO), designated as Capital Area Metropolitan Planning Organization (CAMPO), in cooperation with the State and with operators of publicly owned transit services, shall be responsible for carrying out the metropolitan transportation planning process in accordance with Section 134, Title 23, United States Code (23 USC 134) and applicable federal and state regulations. CAMPO shall have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs that consider all transportation modes and supports metropolitan community development and social goals. These plans and programs shall lead to the development and operation of an integrated, intermodal transportation system that facilitates the efficient, economic movement of people and goods.

The metropolitan transportation planning process includes the development of a transportation plan, transportation improvement program (TIP) and a unified planning work program (UPWP) that will encourage the achievement of community goals by evaluating the environmental, energy, economic, and social costs of transportation plans and systems, projecting future travel demands, determining viable transportation alternatives, and evaluating these alternatives to determine the optimum combination of all modes of travel to best serve the citizens of the Austin metropolitan area.

- B. Public Involvement Program.** The metropolitan transportation planning process includes the development of a Public Involvement Program and staff procedures. The Program is intended to include all Austin metropolitan area citizens, groups, agencies, and transportation providers in a transportation effort that is proactive and provides complete information, timely public notice, full public access to key decisions, and supports early and continuing involvement of the public in developing plans and programs including the Transportation Plan and Transportation Improvement Program. The Public Involvement Program shall integrate the concerns of a wide variety of involved parties and encourage and provide for the greatest level of education of transportation issues. The program will provide opportunities for citizens to contribute ideas and voice opinions early and often, both during and after preparation of draft plans and programs. Public participation in CAMPO Transportation Policy Board meetings is governed by Section III. E of this document.


- C. **Transportation Plan.** The metropolitan planning process includes the development of a transportation plan addressing at least a twenty-year planning horizon. The plan shall include both long-range and short-range strategies/actions that lead to the development of an integrated intermodal transportation system that facilitates the efficient movement of people and goods. The transportation plan shall be reviewed and updated at least every five years to confirm its validity and its consistency with current and forecasted transportation and land use conditions and trends and to extend the forecast period. The transportation plan must be approved (adopted) by the CAMPO Transportation Policy Board
- D. **Transportation Improvement Program.** The Transportation Improvement Program specifies how federal transportation funds are spent in the Austin metropolitan area for a minimum three-year period. The TIP will be prepared at least every other year and will include a financial plan that demonstrates how the Transportation Improvement Program can be implemented.
- E. **Unified Planning Work Program.** The Unified Planning Work Program is a document setting forth, by work element tasks, the planning priorities facing the metropolitan area and documenting the planning activities to be performed with funds available to CAMPO. The estimated expenditures and funding sources for carrying out the work shall be identified.
- F. **Metropolitan Planning Organization.** The Metropolitan Planning Organization (MPO) is that organization designated by the Governor as being responsible, together with the state, for carrying out the provisions of 23 USC 134 (The Urban Transportation Planning Process) and 49 USC 5303, as amended. The MPO is the forum for cooperative decision making by principal elected officials of general purpose local and state government and a representative from the Texas Department of Transportation and the Capital Metropolitan Transportation Authority

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Section II - Organization

The structure of the Metropolitan Planning Organization consists of the Transportation Policy Board, the Executive Committee, the CAMPO Office and other Committees, all as described in subsequent paragraphs of these bylaws and operating procedures.

- A. **Transportation Policy Board.** The Transportation Policy board, as the Metropolitan Planning Organization, hereinafter referred to as the TPB, furnishes policy guidance and direction for the continuing transportation study. Ultimate responsibility for the total transportation process including, but not limited to, review and approval of the recommended transportation plan and transportation improvement program rests with the Transportation Policy Board
- B. **Executive Committee.** The Executive Committee are members of the Transportation Policy Board who make recommendations on transportation planning issues, projects and the process as directed by the Transportation Policy Board.
- C. **CAMPO Office.** The development of detailed transportation studies, maintenance of accurate data, preparation of reports, and performance of other activities requested by the Transportation Policy Board is the responsibility of the CAMPO Office. The Director of the CAMPO Office is responsible solely to the Transportation Policy Board.
- D. **Other Committees.** The Chairperson, with the advice and consent of the Executive Committee, may establish other committees as needed.

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Section III - Transportation Policy Board

The following rules shall govern the operations of the Transportation Policy Board.

- A. **Membership.** Membership on the Transportation Policy Board is established by the Joint Powers Agreement.

B. Voting Representation.

1. **Voting Alternate:** A member of the Transportation Policy Board may designate an alternate to exercise some or all of that member's authority as a member of the Transportation Policy Board pursuant to the applicable subsection (a), (b), or (c) of this subparagraph (B)(I). The alternate designated by a member will count toward a quorum and may vote on any matter authorized by the member designating the alternate. A person designated as a voting alternate may vote as an alternate on behalf of only one designating member. A member who designates an alternate shall give written notice of the alternate's name and voting authority to the Chairperson prior to the first meeting for which the alternate is designated. The authority of an alternate designated under this subparagraph (B)(I) shall continue until it is rescinded or changed by written notice from the designating member to the Chairperson.

a. A member of the Legislature may designate as an alternate another member of the Transportation Policy Board who is an elected official.

b. An elected official other than a member of the Legislature may designate as an alternate a person appointed as an alternate by the body who appointed that member.

c. A member who is not an elected official may designate as an alternate a person employed by or who serves on the Board of the organization represented by that member.

2. **Non-Voting Proxy.** A member of the Transportation Policy Board may appoint a proxy to attend a meeting in the member's stead. The proxy appointed by a member does not count toward a quorum and may not vote.

C. **Quorum.** Fifty percent (50%) of the total members encompassed in paragraph A or their alternate shall constitute a quorum of the members for transaction of business at all meetings.

D. **Officers.** The Transportation Policy Board elects a Chairperson and a Vice Chairperson for a term of two years. It is the preference that the Vice Chair succeeds to the Chair position. However, the Executive Committee shall reserve the right to recommend that the Vice Chair not succeed to the Chair's position at the end of the two-year term. The Chair and the Vice Chair must come from different counties. Elections are to be held at the first meeting of each even year. If the Chairperson resigns or is no longer eligible to be a member of the Transportation Policy Board, the Vice Chairperson will serve as Chairperson until an election is held.

E. Meetings.

The Chairperson, with the advice and consent of the Executive Committee, shall establish the dates and times of meetings, and the Chairperson designates in the written notice of the meetings the location and business to be transacted or considered. Any Board member may submit a matter for consideration on a future agenda. If the Chairperson does not include that item on the agenda, the member may petition the Executive Committee and the Executive Committee may require the item to be placed on a future agenda.

Written notice of the meeting, the agenda, and all supporting documents shall be mailed to each member of the Board at least seven (7) days prior to the meeting.

All meetings are to be held as open meetings as defined in Chapter 551, Government Code, and the CAMPO Director shall insure that the written notice of the meeting is posted in the appropriate governmental offices at least seventy-two (72) hours prior to the meeting, and shall insure that at least two copies of the agenda and such supporting documentation as is available to the members of the Transportation Policy Board are made available for public inspection in the CAMPO Office at the same time they are made available to Board members.

In the absence of the Chairperson and Vice Chairperson from a meeting of the Transportation Policy Board at which a quorum is present, the Executive Director will convene the meeting and the remaining members of the board present shall elect a presiding officer who shall serve until the conclusion of that meeting or until the arrival of the Chairperson or Vice Chairperson.


Public participation in meetings shall be as follows. Only those agenda items posted for public hearing

or for action by the board are eligible for public comment. If action is required on an item which has already been the subject of a public hearing, no public comment will be taken. Persons wishing to comment on a specific agenda item must fill out the card provided by the CAMPO staff. This card must be presented to the appropriate staff member before the board begins consideration of the item. A valid card must specify the item on which they will comment and include the speaker's name, address, and whom they represent. Speakers are limited to three minutes and a speaker's time may not be assigned to another speaker.

Persons wishing to address the board about issues not on the agenda should offer their comments during the "Citizens Communication" agenda item. Persons wishing to speak during "Citizens Communication" must contact the CAMPO staff via phone, electronic mail, facsimile transmission, or in person between 9:00 a.m. on the 6th day before the meeting at which they wish to speak and 4:30 p.m. on the day of the meeting at which they wish to speak. Such persons must specify the topic on which they wish to address the board. No more than ten persons will address the board during Citizens Communication at any given meeting. Speakers are limited to three minutes and a speaker's time may not be assigned to another speaker. Speakers are requested to not directly address individual members of the board or the CAMPO staff. The Chairperson will enforce decorum.

F. **Functions.** The functions of the Transportation Policy Board shall be as delineated in the Joint Powers Agreement.

G. **Attendance.** If a member of the Transportation Policy Board misses more than half of the Board meetings scheduled during a calendar year, the Chairperson may contact the member's appointing body to request a replacement appointee to the Transportation Policy Board.

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SECTION IV EXECUTIVE COMMITTEE

A. **Membership.** The Executive Committee will consist of the Transportation Policy Board Chairperson and Vice-Chairperson and members of the Transportation Policy Board that are, at a minimum, representative of the jurisdictions that are signatory of the Joint Powers Agreement. The members of the Executive Committee shall be appointed by the Chairperson of the Transportation Policy Board at the first meeting each year. The jurisdictional representatives of the Joint Powers Agreement are indicated below:

Texas Department of Transportation	1
City of Austin	1
County of Travis	1
County of Williamson	1
County of Hays	1
Capital Metropolitan Transportation Authority	1

B. **Function.** The functions of the Executive Committee shall be as follows:


1. Meet at the direction of the Chairperson.
2. Take actions on items delegated by the Transportation Policy Board and/or make recommendations on items to the Transportation Policy Board.
3. The Executive Committee will have no distinctive powers on their own unless given by the Transportation Policy Board or established by these bylaws and operating procedures.

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SECTION V CAMPO Office

The following rules govern the operations of the CAMPO Office:


- A. **Direction.** The CAMPO Director will be selected by the Transportation Policy Board. The CAMPO Director will hire staff, supervise, and prepare contracts as necessary to perform the work outlined in the Unified Planning Work Program.
- B. **Funding.** The budget of the CAMPO Office must be consistent with the Unified Planning Work Program.
- C. **Functions.** The functions of the CAMPO Director and CAMPO Office are established in the Joint Powers Agreement.
- D. **Additional Tasks.** Any request for substantial work by CAMPO staff not included in the approved Unified Planning Work Program must be reviewed and approved by the Executive Committee.

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SECTION VI Other Committees

The following rules govern the operations of the Special Committees.

- A. **Other Committees.** The committee will perform tasks and functions as requested by the Chairperson, with the advice and consent of the Executive Committee.
- B. **Membership.** Members of other committees are appointed by the Chairperson with the advice and consent of the Executive Committee. Membership of each committee may include persons who are not board members with expertise of a nature that would be beneficial to the planning process.
- C. **Officers.** The Chairperson and Vice Chairperson for the committee shall be designated by the Chairperson of the Transportation Policy Board.
- D. **Meetings.** Meetings of a committee are held as necessary to perform the tasks and functions of the committee. The Chairperson of the committee calls such meetings as necessary and shall notify all committee members of the time, date, and place of the meeting.
- E. **Technical Advisory Committee.** The Technical Advisory Committee's purpose is to advise the Transportation Policy Board in its development of
 - 1. The long-range metropolitan transportation plan;
 - 2. The Transportation Improvement Program, including review of and recommendations on candidate projects for the TIP;
 - 3. The Unified Planning Work Program; and
 - 4. Other transportation planning activities, as directed by the Transportation Policy Board or CAMPO's Executive Director.

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SECTION VII Ethics Policy

- A. A member of the Transportation Policy Board or employee of CAMPO shall not:
 - 1. Accept or solicit any gift, favor, or service that might reasonably tend to influence the member or employee in the discharge of official duties or that the member or employee knows or should know is being offered with the intent to influence the member's or employee's official conduct;
 - 2. Accept other employment or engage in a business or professional activity that the member or employee might reasonably expect would require or induce the member or employee to disclose confidential information acquired by reason of the official position;
 - 3. Accept other employment or compensation that could reasonably be expected to impair the member's or employee's independence of judgment in the performance of the member's or employee's official duties;
 - 4. Make personal investments that could reasonably be expected to create a

substantial conflict between the member's or employee's private interest and the public interest; or


5. Intentionally or knowingly solicit, accept, or agree to accept any benefit for having exercised the member's or employee's official powers or performed the member's or employee's official duties in favor of another.

- B. An employee of CAMPO who violates Subsection (a) is subject to termination of the employee's employment or another employment-related sanction. Notwithstanding this subsection, a policy board member or employee who violates Subsection (a) is subject to any applicable civil or criminal penalty if the violation also constitutes a violation of another statute or rule.

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SECTION VIII Adoption


These bylaws and operating procedures shall be in full force and effect at such time as they have been approved by a majority vote of the Transportation Policy Board at a meeting at which a quorum, as defined herein, is present

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SECTION IX Revisions

These bylaws and operating procedures may be revised by approval of the Transportation Policy Board at a meeting at which a quorum, as defined herein, is present. Adopted unanimously by the Capital Area Metropolitan Planning Organization Transportation Policy Board on June 10, 1996; revised by resolution on February 8, 1999, April 14, 2003, February 13, 2006, January 22, 2007, November 9, 2009 and January 20, 2010.

ATTEST:



Joseph Cantalupo, AICP
Executive Director

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Agenda Item No. _____

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Work Session _____

Voting Session: **May 18, 2010**

- I. A. Request made by: **Dana DeBeauvoir, County Clerk** (Elected Official)
- B. Requested Text:
CONSIDER AND TAKE APPROPRIATE ACTION ON AN ELECTION SERVICES AGREEMENT BETWEEN TRAVIS COUNTY AND AUSTIN COMMUNITY COLLEGE.

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).

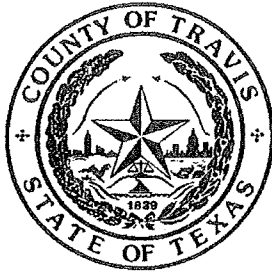
SEE ATTACHED

- 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, County Attorney

49415

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 12:00 on Tuesday for the next week's meeting.



Dana DeBeauvoir

Travis County Clerk
PO Box 149325
5501 Airport
Austin, Texas 78751

Elections Division
854-4996

To: Judge Samuel Biscoe, Travis County Judge

From: Dana DeBeauvoir, County Clerk

Date: May 4, 2010

RE: Agenda Request to consider and take appropriate action on an additional
Elections Services Agreement.

The Travis County Clerk Elections Division is requesting that you consider and take appropriate action on an elections services agreement with Austin Community College during the Court's regular voting session on May 18, 2010.

EXHIBIT A**ELECTION AGREEMENT BETWEEN
TRAVIS COUNTY AND AUSTIN COMMUNITY COLLEGE**

Pursuant to Chapter 31, Subchapter D, Chapter 123, and Chapter 271 of the Texas Election Code ("Code") and Chapter 791 of the Texas Government Code, Travis County and Austin Community College ("Participating Entity") enter into this agreement for the Travis County Clerk, as the County's Election Officer, to conduct the Participating Entity's elections, including runoffs, and for the Participating Entity's use of the County's current or future-acquired election equipment for any voting system that the County adopts, as authorized under Title 8 of the Election Code, for all Participating Entity elections. The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the Participating Entity.

I. GENERAL PROVISIONS

- (A) Except as otherwise provided in this agreement, the term "election" refers to any Participating Entity election, occurring on the second Saturday in May and a resulting runoff, if necessary, and the first Tuesday after the first Monday in November and a resulting runoff, if necessary within all Participating Entity territory located in Travis County. If a runoff is necessary, the Participating Entity shall work with the Election Officer to determine a mutually acceptable run-off date; in the event that the Participating Entity and any other entity for which the County is providing election services or for which the County is conducting a joint election, do not agree on a run-off date, the Participating Entity agrees to whichever run-off date is selected by the Election Officer.
- (B) If the Participating Entity determines it is necessary to conduct an election during a time other than that specified in I.(A), the Election Officer and a representative designated by the Participating Entity will meet as soon as possible to determine the feasibility of the Election Officer conducting such an election. If both parties agree that the Election Officer will administer this election, the new election will be based on all other applicable provisions of this agreement.
- (C) Except as otherwise provided in this agreement, the term "Election Officer" refers to the Travis County Clerk.
- (D) Except as otherwise provided in this agreement, the term "precinct" means all precincts in the territory of the Participating Entity within Travis County.

- (E) Except as otherwise provided in this agreement, the term “fiscal year” refers to a time period that begins on October 1 and closes on September 30 of each year.
- (F) Except as otherwise provided in this agreement, the term “election services” refers to services used to perform or supervise any or all of the duties and functions that an election officer determines necessary for the conduct of an election. Except as otherwise provided in this agreement, the term “cost for election services” includes the costs for personnel, supplies, materials, or services needed for providing these services as permitted by the Texas Election Code. The term does not refer to costs relating to the use of the voting equipment.
- (G) Except as otherwise provided in this agreement, the cost for “use of voting equipment” is the amount the Participating Entity agrees to pay the County for use of the County’s DRE equipment.
- (H) The Participating Entity agrees to commit the funds necessary to pay for election-related expenses for Participating Entity elections.
- (I) The Election Officer has the right to enter into agreements with other entities at any time, including during the dates listed in I.(A).
- (J) As a condition for providing election services and equipment usage, the Election Officer may require authorities of political subdivisions holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code. The Participating Entity agrees to enter into any joint election agreement required by the County.

II. PARTICIPATING ENTITY’S USE OF VOTING EQUIPMENT

- (A) The County shall make available to the Participating Entity their current and future-acquired voting system as authorized under Title 8 of the Election Code, subject to reasonable restrictions and conditions imposed by the Election Officer to ensure availability of the equipment for County-ordered elections, primary elections, and subsequent runoff elections. The Election Officer may impose reasonable restrictions and conditions to protect the equipment from misuse or damage.

III. APPOINTMENT OF ELECTION OFFICER

- (A) The Travis County Election Officer (“Election Officer”) is appointed to serve as the Participating Entity’s Election Officer and Early Voting Clerk to conduct the Participating Entity’s elections described in Section I.
- (B) As the Participating Entity’s Election Officer and Early Voting Clerk, the Election

Attachment B
Agenda Item 8691
May 3, 2010

Officer shall coordinate, supervise, and conduct all aspects of administering voting in Participating Entity elections in compliance with all applicable law.

- (C) The Participating Entity shall continue to perform those election duties listed in (1) through (8) below and any other election duties that may not be delegated to another governmental entity:

- (1) preparing, adopting, and publishing all required election orders, resolutions, notices and other documents, including bilingual materials, evidencing action by the governing authority of the Participating Entity necessary to the conduct of an election;
 - (2) preparing federal Voting Rights Act election pre-clearance submissions to the Department of Justice, other than changes in a joint election conducted under this agreement that directly affect the County;
 - (3) preparing the text for the Participating Entity's official ballot in English and Spanish, or other languages as required by law;
 - (4) providing the Election Officer with a list of candidates or propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot;
 - (5) conducting the official canvass of a Participating Entity election;
 - (6) administering the Participating Entity's duties under state and local campaign finance laws;
 - (7) having a Participating Entity representative serve as the custodian of its election records; and
 - (8) filing the Participating Entity's annual voting system report to the Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.
- (D) The Participating Entity shall also be responsible for proofing and attesting to the accuracy of all ballot language and format information programmed by the County. This includes any information programmed for use with the audio or tactile button features of the equipment. The Participating Entity will also monitor and review all logic and accuracy testing and mandatory recounts held prior to and after the election. The Participating Entity will complete its duties within timeframes as prescribed by the County. If the Participating Entity finds any discrepancies or concerns, it will immediately report them to the Election Officer and work with her to resolve any issues so that final approval can be reached.
- (E) Ms. Linda Young, Special Assistant to the President for External Affairs, will assist the County whenever possible when the conduct of the election requires assistance from Participating Entity departments and staff. Ms. Linda Young, Special Assistant to the President for External Affairs, will serve as Regular Early Voting Clerk for the Participating Entity to receive requests for applications for early voting ballots, and forward these applications to the Joint Early Voting Clerk. Ms. Linda Young, Special

Attachment B
Agenda Item 8691
May 3, 2010

Assistant to the President for External Affairs, will serve as the Custodian of Records for the Participating Entity to complete those tasks in the Election Code that the Election Officer will not perform.

IV. ELECTION WORKERS AND POLLING PLACES

- (A) The County shall provide a list for presentation to the governing body of the Participating Entity, containing a list of places, times, and dates of early voting suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85. The Election Officer will designate and confirm all Election Day polling place locations.
- (B) The Election Officer will assume the responsibility for recruiting election personnel; however, if by the 5th day before the Election, the Election Officer reports vacancies in positions for election judges, alternate judges, election day clerks, early voting ballot board, receiving substation clerks, or any other key election personnel, the Participating Entity shall provide emergency personnel in these positions.
- (C) The Election Officer shall notify each of the election judges and alternates of their appointment and the eligibility requirements that pertain to them and to the selection of election day clerks. Included in this notification will be the number of clerks that each precinct should have in addition to the election judge and alternate judge. The election judges and/or the alternates are responsible for recruiting and supervising their clerks.
- (D) All election workers must agree to attend training sessions as determined by the Election Officer. Costs for these training sessions and compensation for attendees will be included as part of the election service costs.
- (E) During any election and any subsequent runoff election that involve entities in addition to the Participating Entity, the Election Officer will work with all parties to find a plan that can be agreed upon regarding polling places. If agreement cannot be reached, the Election Officer will resolve the differences. In all cases, emergency polling place changes will be made by the Election Officer.

V. BUDGET INFORMATION

- (A) Not later than February 15 of each year, the Participating Entity shall provide to the Election Officer a forecast of Participating Entity elections for the next two fiscal years.
- (B) Not later than March 15 of each year, Travis County shall provide to the Participating Entity, based on the confirmed forecasts of each jurisdiction for which the County performs election services or with which the County participates in joint elections, a projection of the Participating Entity's election costs per year for each of the next two fiscal years. The forecast shall include:

- (1) a forecast of elections for all jurisdictions for which the County performs election services or with which the County participates in joint elections.
- (2) the precincts to be used for each election and each jurisdiction described in Subsection 1.
- (3) for each election, the Participating Entity's projected share of election costs determined by this contract and relative to other jurisdictions for which the County performs election services or with which the County participates in joint elections. In the case of a joint election, the Participating Entity's projected share of election costs will be determined on a pro rata basis using the following method. The number of precincts each participating entity has involved in an election will be added together. The proportional percentage of that sum for each entity will be calculated. The proportional cost for each participating entity for election services will be calculated by multiplying the proportional percentage of each participating entity by the total cost of the election. The product of these numbers is the pro rata cost for each entity. For Participating Entities with fewer than 50 precincts, a not-to-exceed flat rate will be determined in accordance with Exhibit A, which is attached hereto and incorporated herein for all purposes. After each election the formula that produces the lowest figure will be used for final billing purposes.
- (4) If a flat fee is not used in calculating the Participating Entity's projected share of election costs relative to other jurisdictions for which the County performs election services in addition to the projected itemized election costs, Travis County shall include a fee to be charged by the Election Officer equal to 10% of the Participating Entity's projected share of the total costs of each election, as described in Section VI., excluding the costs of voting equipment, which are described in Section VII.

VI. PAYMENTS FOR ELECTION SERVICES

- (A) Payments for the use of voting equipment are addressed separately in Section VII. of this agreement.
- (B) Not later than the 50th day before an election, the Participating Entity will make a payment equal to 75% of the total of the Participating Entity's projected share of election costs according to the most recent calculation presented by the Election Officer under Section V.(B)(3) of this agreement. In case of a cancellation of an election by the Participating Entity, the Participating Entity will notify the Election Officer on or before 11:59 p.m. on the 60th day before the election whether it expects to be able to cancel its election, and on or before 11:59 p.m. on the 53rd day before the election if that election will or will not be cancelled. Notwithstanding the provisions in IX. (B), the County and

the Participating Entity agree that notice under VI.(B) can be provided via e-mail to the County at election@co.travis.tx.us and cc to gail.fisher@co.travis.tx.us. Email notification shall be sent by Ms. Linda Young, Special Assistant to the President for External Affairs. No deposit will be due if the Election Officer receives final written notice on or before 11:59 p.m. of the 53rd day before the election that an election will be cancelled. Within thirty days after receipt of an election cost schedule or bill setting forth the Election Officer's actual contract expenses and charges incurred in the conduct of the election, the Participating Entity shall pay the Election Officer the remaining 25% of the expenses and charges, or the balance due where the cost schedule or bill has been revised. Payment shall be made from current revenues available to the Participating Entity. If there is a runoff election, the Participating Entity will make a payment equal to 75% of the projected costs for the runoff election immediately after receiving that projected cost from the Election Officer. The projected share of election costs will include the 10% fee for election services as discussed in VI.(C).

- (C) The Election Officer will charge a fee for election services, as described in Section VI, equal to 10% of the total costs of each election excluding the costs of voting equipment. Costs for use of voting equipment are described in Section VII. In the event of a joint election, this 10% fee will be divided on a pro rata basis among all entities involved in the election in the same method as described in Section V.(B)(3). If the flat fee calculated in accordance with Exhibit A is found to be the lesser of the two amounts, the 10% fee is included in that flat fee charge.
- (D) For elections that do not have a runoff election, the County will send the Participating Entity a final invoice of election expenses not later than the 45th day after an election. For elections that do have a runoff, the County may send the Participating Entity a final invoice of election expenses not later than the 45th day after the runoff election. This invoice may include expenses for both elections. The total amount due according to these invoices shall be offset by any payments made for "upfront" costs or made in accordance with Subsection (B) of this section. The County shall prepare the invoice to include:
 - (1) an itemized list of each election expense incurred;
 - (2) the corresponding budget estimate for each item listed;
 - (3) for each final invoice item, the Participating Entity's pro rata share of costs will be expressed as a percentage of the total cost of the item for all jurisdictions for which Travis County performs election services;
 - (4) an itemization of any adjustments or credits to the first post-election invoice; and

- (5) the total payment due from the Participating Entity for any portion of the Participating Entity's costs not included in the Participating Entity's payment under Subsection V.(B) or not included as payment for an "upfront" cost;
- (E) The Participating Entity shall promptly review an election invoice and supporting documentation when received from the County. The Participating Entity may audit, during normal business hours, relevant County election or accounting records upon reasonable notice to the County. The Participating Entity shall pay the entire final invoice or the undisputed portion of the final invoice not later than the 30th day after receiving the invoice.

VII. PAYMENTS FOR USE OF VOTING EQUIPMENT

- (A) The Election Officer shall conduct elections using the voting system that the Election Officer administers in the conduct of County elections, as approved by the Secretary of State in accordance with the Texas Election Code unless otherwise agreed upon by both parties.
- (B) The Participating Entity shall make payments to Travis County as consideration for the use of the County's DRE equipment. The Participating Entity shall pay \$5 for each unit of electronic voting system equipment installed at a polling place; and \$5 for each unit of other electronic equipment used to conduct the election or provide election services.
- (C) If the Participating Entity holds an election on a date when the County is holding a general or special November election, the Participating Entity is not charged any cost for equipment usage. However, if a runoff election is necessary after a November election, the Participating Entity will pay for equipment usage.
- (D) In the event of a joint election not occurring in November, the cost for equipment usage per entity is determined by taking the cost per election and multiplying it by the proportional cost factor for that entity. If the flat fee is charged in accordance with Exhibit A, the participating Entity will pay the lesser of the two amounts.
- (E) If the Participating Entity holds an election on a date other than as listed in Section I.(A), the Participating Entity will pay \$5 for each unit of electronic voting system equipment installed at a polling place; and \$5 for each unit of other electronic equipment used to conduct the election or provide election services.

- (F) Payment by the Participating Entity to the County for DRE equipment is due 30 days after receipt of billing as part of the final payment for election costs as discussed in Section VI.(D).
- (G) If the County acquires additional equipment, different voting equipment, or upgrades to existing equipment during the term of this contract, the charge for the use of the equipment may be renegotiated.

VIII. COMMUNICATIONS

- (A) The Participating Entity and the Election Officer shall each designate a member of their staff to serve as the primary contact for the respective offices under this agreement and provide the name and contact information for that individual to each entity.
- (B) Throughout the term of this Agreement, the Participating Entity and the County will engage in ongoing communications issues related to Participating Entity elections, the use of County's voting equipment, and the delivery of services under this agreement and, when necessary, the County Clerk, elections division staff members, and other election workers shall meet with the Participating Entity to discuss and resolve any problems which might arise under this Agreement.
- (C) The Election Officer shall be the main point of media contact for election information related to election administration. The Participating Entity shall designate a contact to be the main point of contact for matters related to the content of the Participating Entity's ballot or candidates.

IX. MISCELLANEOUS PROVISIONS

- (A) Amendment/Modification

Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing, duly executed by the parties hereto. No official, representative, agent, or employee of the County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Travis County, Texas. No official, representative, agent, or employee of the Participating Entity has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the Participating Entity. Dana DeBeauvoir, Travis County Clerk, may propose necessary amendments or modifications to this Agreement in writing in order to conduct a Joint Election smoothly and efficiently, except that any such proposals must be approved by the Commissioners Court of the County and the governing body of the Participating Entity.

(B) Notice

Any notice to be given hereunder by any party to the other shall be in writing and may be effected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

Austin Community College District
Ms. Linda Young
Special Assistant to the President for External Affairs
5930 Middle Fiskville Road
Austin, Texas 78752

TRAVIS COUNTY
Honorable Dana DeBeauvoir, Travis County Clerk
1000 Guadalupe Street, Room 222
Austin, Texas 78701

Cc: Honorable David Escamilla, Travis County Attorney
314 West 11th Street, Suite 300
Austin, Texas 78701

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

(C) Force Majeure

In the event that the performance by the County 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 result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party or in privity thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(D) Venue and Choice of Law

The Participating Entity agrees that venue for any dispute arising under this Agreement will lie in the appropriate courts of Austin, Travis County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

(E) Entire Agreement

This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

(F) Severability

If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement; and, parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

(G) Breach

In the event that Participating Entity or County breaches any of its obligations under this Agreement, the non-breaching party shall be entitled to pursue any and all rights and remedies allowed by law.

(H) Payments from Current Revenues

Payments made by the Participating Entity in meeting its obligations under this Agreement shall be made from current revenue funds available to the governing body of the Participating Entity. Payments made by the County in meeting its obligations under this Agreement shall be made from current revenue funds available to the County.

(I) Other Instruments

The County and the Participating Entity agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(J) Third Party Beneficiaries

Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

(K) Other Joint Election Agreements

The County and the Participating Entity expressly understand and acknowledge that each may enter into other Joint Election Agreements with other jurisdictions, to be held on Election Day and at common polling places covered by this Agreement.

(L) Mediation

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 Section 154.023 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this Agreement has the same meanings as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

(M) Addresses for Payments

Payments made to the County or the Participating Entity under this agreement shall be addressed to following respective addresses:

Elections Division
Travis County Clerk
P.O. Box 149325
Austin, Texas 78751

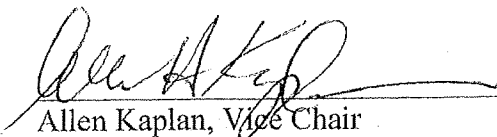
Austin Community College District
Ms. Linda Young
Special Assistant to the President for External Affairs
5930 Middle Fiskville Road
Austin, Texas 78752

- (N) This agreement is effective upon execution by both parties and expires on July 1, 2010.
- (O) Either party may terminate this agreement for any reason upon providing 60 days written notice to the other party.
- (P) The individuals below have been authorized to sign this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, on this ____ day of _____, 2010.

AUSTIN COMMUNITY COLLEGE

BY: _____


Allen Kaplan, Vice Chair
Board of Trustees

TRAVIS COUNTY

BY: _____

Samuel T. Biscoe
County Judge

BY: _____

Dana DeBeauvoir

Attachment B
Agenda Item 8691
May 3, 2010

County Clerk

Exhibit A

Pricing Schedule for Entities with fewer than 50 precincts

Note: Each Participating Entity is responsible for its Department of Justice submission, publishing its notice of election, submitting ballot language in English and Spanish, proofing of its ballot, and canvassing its returns (Travis County supplies the results of the canvass).

Election Day polling location flat rate:

\$1675 each location

(\$1500 for operating costs + \$150 for 10% admin fee + \$25 for equipment usage fee)

This rate is a not-to-exceed rate for each polling location. When determining polling locations, the goal is for all Participating Entities to agree on the polling locations for their common areas. In most cases the larger entities determine the sites and precinct combinations for polling locations. If a Participating Entity has precincts that are not shared with another entity, the Participating Entity may choose to combine locations.

Each Election Day location has one judge, one alternate judge, and one or two clerks. If the location is shared with other jurisdictions, this cost is divided according to the number of jurisdictions at that location and the percentage of population for that jurisdiction at that location. Cost includes 10% admin fee and equipment usage fee.

Election Day polling location proportional rate:

Cost depends upon participation

If a large number of entities participate in an election, and a proportional rate of the actual costs is the less expensive alternative for the Participating Entity, Travis County will charge the proportional cost instead of the flat rate cost. In other words, Travis County will charge the lesser of the two amounts.

Additional Early Voting Options:

Operation of an Early Voting location as part of the Travis County regular Mobile Voting program:

Per day \$275

All of the Participating Entity's voters within Travis County have access to all of the Travis County Early Voting sites in each election at no additional cost. If Travis County does not run a permanent or mobile site in a Participating Entity's area, the Participating Entity may request a mobile unit for one to five days. This would include Travis County staff setting up and breaking down the equipment daily, trained staffing of the location, and Travis County law enforcement securing the equipment in the Travis County Elections Division's safe at 5501 Airport on a daily basis.

C3

Travis County Commissioners Court Agenda Request

Voting Session Tuesday, May 18, 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 Commissioners Court Minutes for the
Voting Session of April 27, 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.

MINUTES OF MEETING APRIL 27, 2010

TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 27th day of April 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 Deputies Deborah Mendez and Gillian Porter.

The Commissioners Court record notes that County Judge Samuel T. Biscoe and Precinct Four Commissioner Margaret Gómez were not present during this Voting Session.

The Commissioners Court retired to Executive Session at 11:26 AM.

The Commissioners Court reconvened the Voting Session at 12:36 PM.

The Commissioners Court adjourned the Voting Session at 12:41 PM.

The Commissioners Court, meeting as the Travis County Housing Finance Corporation, convened at 12:41 PM and adjourned at 12:42 PM.

ADDITIONAL MOTION AND VOTE

Motion by Commissioner Davis and seconded by Commissioner Huber to authorize Commissioner Eckhardt to sign on the behalf of Judge Biscoe for any of the business that comes before the Court.

Motion carried: County Judge Samuel T. Biscoe	absent
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	abstain
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

PUBLIC HEARINGS

1. RECEIVE COMMENTS REGARDING A REQUEST TO AUTHORIZE THE FILING OF AN INSTRUMENT TO VACATE ONE FIVE FOOT PUBLIC UTILITY EASEMENT LOCATED ALONG THE WEST LOT LINE OF LOT 74 OF CARDINAL HILLS ESTATES, UNIT 15 SUBDIVISION. (COMMISSIONER HUBER) (ACTION ITEM #14) (9:13 AM)

Clerk's Note: This Item is a public hearing to receive comments. Please refer to Agenda Item 14 for a summary of the action item.

Motion by Commissioner Huber and seconded by Commissioner Davis to open the public hearing.

Motion carried: County Judge Samuel T. Biscoe	absent
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

Members of the Court heard from: Anna Bowlin, Division Director, Engineering Services, Transportation and Natural Resources (TNR).

Motion by Commissioner Huber and seconded by Commissioner Davis to close the public hearing.

Motion carried: County Judge Samuel T. Biscoe	absent
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

2. RECEIVE COMMENTS REGARDING A REQUEST TO AUTHORIZE THE FILING OF AN INSTRUMENT TO VACATE TWO FIVE FOOT PUBLIC UTILITY EASEMENTS LOCATED ALONG THE COMMON LOT LINE OF LOTS 1347 AND 1348 OF THE AMENDED PLAT OF APACHE SHORES, SECTION 3 SUBDIVISION. (COMMISSIONER HUBER) (ACTION ITEM #15) (9:15 AM)

Clerk's Note: This Item is a public hearing to receive comments. Please refer to Agenda Item 15 for a summary of the action item.

Motion by Commissioner Huber and seconded by Commissioner Davis to open the public hearing.

Motion carried: County Judge Samuel T. Biscoe	absent
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

Members of the Court heard from: Anna Bowlin, Division Director, Engineering Services, TNR; Evalina Gilbert, Apache Shores Resident; and Robert Fowler, Apache Shores Resident.

Motion by Commissioner Huber and seconded by Commissioner Davis to close the public hearing.

Motion carried: County Judge Samuel T. Biscoe	absent
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

3. **RECEIVE COMMENTS ON A PROPOSED STREET NAME ASSIGNMENT FOR A PRIVATE EASEMENT TO BE KNOWN AS "BOBBY ROAD" OFF SPARKS ROAD, IN PRECINCT ONE. (COMMISSIONER DAVIS) (ACTION ITEM #16) (9:22 AM)**

Clerk's Note: This Item is a public hearing to receive comments. Please refer to Agenda Item 16 for a summary of the action item.

Motion by Commissioner Davis and seconded by Commissioner Huber to open the public hearing.

Motion carried: County Judge Samuel T. Biscoe	absent
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

Members of the Court heard from: Joe Gieselman, Executive Manager, TNR.

Motion by Commissioner Davis and seconded by Commissioner Huber to close the public hearing.

Motion carried: County Judge Samuel T. Biscoe	absent
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

4. RECEIVE COMMENTS REGARDING A PROPOSAL TO TEMPORARILY CLOSE MCKINNEY FALLS PARKWAY BETWEEN WILLIAM CANNON DRIVE AND COLTON-BLUFF SPRINGS ROAD FOR ROADWAY CONSTRUCTION BEGINNING ON OR ABOUT MAY 4, 2010 AND CONTINUING THROUGH AUGUST 31, 2010 OR UNTIL CONSTRUCTION IS COMPLETED. (COMMISSIONER GÓMEZ) (ACTION ITEM #17) (9:24 AM)

Clerk's Note: This Item is a public hearing to receive comments. Please refer to Agenda Item 17 for a summary of the action item.

Motion by Commissioner Huber and seconded by Commissioner Davis to open the public hearing.

Motion carried: County Judge Samuel T. Biscoe	absent
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

Members of the Court heard from: Joe Gieselman, Executive Manager, TNR; Steve Manilla, Director, Public Works, TNR; Chiddi N'Jie, Project Manager, TNR; Donny Cowen, Travis County Resident; and Pamela Washington, Travis County Resident.

Motion by Commissioner Huber and seconded by Commissioner Davis to close the public hearing.

Motion carried: County Judge Samuel T. Biscoe	absent
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

CITIZENS COMMUNICATION

Members of the Court heard from: Don Smith, Chief, Travis County Fire Control, ESD # 4; Paul Reynolds, Chief, Travis County ESD # 4, Director of training program; Riley Iverson, Firefighter Cadet Class 10; Shawn Burkhardt, Firefighter Cadet Class 10; Randy Palos, Firefighter Cadet Class 10; Joshua Lopez, Firefighter Cadet Class 10; Lorenzo Ruiz, Firefighter Cadet Class 10; Leslie Lugo, Firefighter Cadet Class 10; Andrew Garcia, Firefighter Cadet Class 10; Jacob Couch, Firefighter Cadet Class 10; and John Schwartz, Firefighter Cadet Class 10; Maurice Priest, Travis County Resident; Dan Mansour, Risk and Benefits Manager, Human Resources Management Department (HRMD); Giovanni Mastromatteo, Business Analyst II, Information and Telecommunications Systems (ITS) ; Tracey Calloway, Interim Director, HRMD; Todd Osburn, Compensation Manager, HRMD; Crystal Bustillos, Senior HR Analyst, HRMD; Ronnie Gjemre, Travis County Resident; (9:51 AM)

CONSENT ITEMS

Members of the Court heard from: Ronnie Gjemre, Travis County Resident.

Motion by Commissioner Huber **and seconded by** Commissioner Davis to approve the following Consent Items: C1-C5 and Items 8, 9, 10, 11, 12, 13, 14, 16, 18, 20, 22, 23, 25, and 26. (10:12 AM)

Motion carried: County Judge Samuel T. Biscoe	absent
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

- 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 APRIL 13, 2010.
- C4. APPROVE SETTING A PUBLIC HEARING ON MAY 18, 2010 TO RECEIVE COMMENTS REGARDING A REQUEST TO AUTHORIZE THE FILING OF AN INSTRUMENT TO VACATE TWO FIVE FOOT PUBLIC UTILITY EASEMENTS LOCATED ALONG THE COMMON LOT LINE OF LOTS 11 AND 12, BLOCK G OF APACHE SHORES, SECTION 7 SUBDIVISION. (COMMISSIONER HUBER)

CONSENT ITEMS CONTINUED

- C5. APPROVE SETTING A PUBLIC HEARING ON JUNE 1, 2010 TO RECEIVE COMMENTS REGARDING A PLAT FOR RECORDING IN PRECINCT THREE: REVISED PLAT OF LOT 3B, REVISED PLAT OF LOTS 2 AND 3, BLOCK B AND LOT 4, BLOCK B, ANGEL BAY SUBDIVISION. (COMMISSIONER HUBER)

RESOLUTIONS AND PROCLAMATIONS

5. APPROVE PROCLAMATION DECLARING APRIL 27, 2010 AS "CONSERVATION DAY" IN HONOR OF THE 75TH ANNIVERSARY OF THE NATURAL RESOURCES CONSERVATION SERVICE IN THE STATE OF TEXAS. (COMMISSIONER GÓMEZ) (10:15 AM)

Members of the Court heard from: Eddie Garcia, National Resources Conservation Service (NRCS).

Motion by Commissioner Davis and seconded by Commissioner Huber to approve the Proclamation in Item 5.

Motion carried: County Judge Samuel T. Biscoe	absent
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

6. APPROVE PROCLAMATION DECLARING MAY 3 THROUGH 9, 2010 AS "PUBLIC SERVICE RECOGNITION WEEK"; AND MAY 4, 2010 AS "TRAVIS COUNTY EMPLOYEE RECOGNITION DAY" IN TRAVIS COUNTY.
(COMMISSIONER GÓMEZ) (10:22 AM)

Members of the Court heard from: Tracey Calloway, Interim Director, HRMD; and Kris Nilsen, Human Resources Specialist, HRMD.

Motion by Commissioner Huber **and seconded by** Commissioner Davis to approve the Proclamation in Item 6.

Motion carried:

County Judge Samuel T. Biscoe	absent
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

JUSTICE AND PUBLIC SAFETY ITEMS

7. RECEIVE BRIEFING REGARDING ORDER TO ADOPT THE 2009 INTERNATIONAL FIRE CODE FOR UNINCORPORATED TRAVIS COUNTY, EFFECTIVE JUNE 1, 2010. (10:28 AM)

Members of the Court heard from: Danny Hobby, Executive Manager, Travis County Emergency Services; Hershel Lee, Fire Marshal; and Barbara Wilson, Assistant County Attorney.

Discussion only. No formal action taken.

Item 7 to be reposted on May 18, 2010.

8. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING ORDER OF THE TRAVIS COUNTY COMMISSIONERS COURT AMENDING THE TRAVIS COUNTY CODE CHAPTER 39, WIRELESS COMMUNICATIONS POLICY.
(10:12 AM)

Clerk's Note: Item 8 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

9. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A PUBLIC OFFICIAL RENEWAL BOND FOR FIRE MARSHAL HERSHEL NOAH LEE. (10:12 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.

PURCHASING OFFICE ITEMS

10. APPROVE CONTRACT AWARD FOR THE EXPOSITION CENTER ARENA STADIUM SEATING REPLACEMENT, IFB NO. B100137-RV, TO THE LOW BIDDER, AUDITORIUM CHAIRS. (10:12 AM)

Clerk's Note: Item 10 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

11. APPROVE ASSIGNMENT OF CONTRACT MODIFICATION NO. 1 TO CONTRACT NO. MA070188VC, FROM L.E.A.D.S. ONLINE, INC. TO LEADSONLINE, LLC. (10:12 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. DECLARE CERTAIN EQUIPMENT AS SURPLUS AND SELL AT PUBLIC AUCTION PURSUANT TO SECTION 263.151 OF THE TEXAS LOCAL GOVERNMENT CODE. (10:12 AM)

Clerk's Note: Item 12 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

13. APPROVE CONTRACT AWARD FOR 2009 STREET OVERLAY PROJECT, IFB NO. B100017-JW, TO THE LOW BIDDER, J.D. RAMMING PAVING COMPANY, LTD. (10:12 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.

TRANSPORTATION AND NATURAL RESOURCES DEPT. ITEMS

14. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A REQUEST TO AUTHORIZE THE FILING OF AN INSTRUMENT TO VACATE ONE FIVE FOOT PUBLIC UTILITY EASEMENT LOCATED ALONG THE WEST LOT LINE OF LOT 74 OF CARDINAL HILLS ESTATES, UNIT 15 SUBDIVISION. (COMMISSIONER HUBER) (10:12 AM)

Clerk's Note: Item 14 is the action item for the public hearing on Agenda Item 1.

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 REGARDING A REQUEST TO AUTHORIZE THE FILING OF AN INSTRUMENT TO VACATE TWO FIVE FOOT PUBLIC UTILITY EASEMENTS LOCATED ALONG THE COMMON LOT LINE OF LOTS 1347 AND 1348 OF THE AMENDED PLAT OF APACHE SHORES, SECTION 3 SUBDIVISION. (COMMISSIONER HUBER) (10:13 AM)

Clerk's Note: Item 15 is the action item for the public hearing on Agenda Item 2.

Item 15 postponed until May 11, 2010.

16. CONSIDER AND TAKE APPROPRIATE ACTION ON A PROPOSED STREET NAME ASSIGNMENT FOR A PRIVATE EASEMENT TO BE KNOWN AS "BOBBY ROAD" OFF SPARKS ROAD, IN PRECINCT ONE. (COMMISSIONER DAVIS) (10:12 AM)

Clerk's Note: Item 16 is the action item for the public hearing on Agenda Item 3.

Clerk's Note: Item 16 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

17. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A PROPOSAL TO TEMPORARILY CLOSE MCKINNEY FALLS PARKWAY BETWEEN WILLIAM CANNON DRIVE AND COLTON-BLUFF SPRINGS ROAD FOR ROADWAY CONSTRUCTION BEGINNING ON OR ABOUT MAY 4, 2010 AND CONTINUING THROUGH AUGUST 31, 2010 OR UNTIL CONSTRUCTION IS COMPLETED. (COMMISSIONER GÓMEZ) (11:12 AM)

Clerk's Note: Item 17 is the action item for the public hearing on Agenda Item 4.

Clerk's Note: The Court discussed an accelerated timeline for the project reducing the road closure time from 16 weeks to 6 weeks. The extra cost of \$48,000.00 would come from the 2001 voter approved bonds.

Members of the Court heard from: Steve Manilla, Director, Public Works, TNR; and Chiddi N'Jie, Project Manger, TNR.

Motion by Commissioner Davis and seconded by Commissioner Huber to approve Item 17, with the accelerated timeline.

Motion carried: County Judge Samuel T. Biscoe	absent
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

18. CONSIDER AND TAKE APPROPRIATE ACTION ON THE REQUEST TO USE ALTERNATIVE FISCAL AND A CASH SECURITY AGREEMENT FOR THE COMMONS AT ROWE LANE PHASE IIB SUBDIVISION. (COMMISSIONER ECKHARDT) (10:12 AM)

Clerk's Note: Item 18 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

HEALTH AND HUMAN SERVICES DEPT. ITEMS

19. CONSIDER AND TAKE APPROPRIATE ACTION TO RATIFY STAFF SUBMISSION OF A PROPOSAL TO THE CITY OF AUSTIN'S HEALTH AND HUMAN SERVICES DEPARTMENT FOR A TOBACCO CESSATION INITIATIVE. (10:56 AM)

Members of the Court heard from: Sherri Fleming, Executive Manager, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS); Dr. Hari Dhir M.D. MPH MBA, Medical Director, Wellness Clinic; Ana Almaguel, Planner, TCHHS&VS; and Ronnie Gjemre, Travis County Resident.

Motion by Commissioner Davis and seconded by Commissioner Huber to approve Item 19.

Motion carried:

County Judge Samuel T. Biscoe	absent
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

PLANNING AND BUDGET DEPT. ITEMS

20. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (10:12 AM)

Clerk's Note: Item 20 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

21. **REVISED LANGUAGE:** CONSIDER AND TAKE APPROPRIATE ACTION REGARDING FAMILY DRUG TREATMENT COURT SERVICES: (11:09 AM)

A. MEMORANDA OF UNDERSTANDING WITH THE FOLLOWING AGENCIES:

1. AUSTIN RECOVERY;
2. AUSTIN-TRAVIS COUNTY INTEGRAL CARE
3. COURT APPOINTED SPECIAL ADVOCATES (CASA);
4. TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES;
5. FOUNDATION COMMUNITIES;
6. TRAVIS COUNTY DISTRICT ATTORNEY'S OFFICE; AND
7. DEPARTMENT OF STATE HEALTH SERVICES (MEMORANDUM OF AGREEMENT).

B. NEW APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUVENILE JUSTICE AND DELINQUENCY PREVENTION, TO ENHANCE THE EXISTING TRAVIS COUNTY FAMILY DRUG COURT BY PROVIDING CLINICAL ASSESSMENTS AND SERVICES TO THE CHILDREN OF DRUG COURT PARTICIPANTS. GRANT WILL BE MANAGED BY THE HEALTH AND HUMAN SERVICES DEPARTMENT AND WILL REQUIRE A CASH MATCH IN YEAR THREE OF THE GRANT THAT WILL BE REQUESTED AS A PART OF THE FISCAL YEAR 2013 BUDGET PROCESS.

Clerk's Note: Items 21.A.1-7&B are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Travis Gatlin, Budget Analyst, PBO; Ronnie Gjemre, Travis County Resident; and Sherri Fleming, Executive Manager, TCHHS&VS.

Motion by Commissioner Davis and seconded by Commissioner Huber to approve Items 21.A.1-7&B.

Motion carried: County Judge Samuel T. Biscoe	absent
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

ADMINISTRATIVE OPERATIONS ITEMS

22. REVIEW AND APPROVE THE IMMEDIATE RELEASE OF REIMBURSEMENT PAYMENT TO UNITED HEALTH CARE FOR CLAIMS PAID FOR PARTICIPANTS IN THE TRAVIS COUNTY EMPLOYEE HEALTH CARE FUND FOR PAYMENT OF \$841,261.29 FOR THE PERIOD OF APRIL 9 TO 15, 2010. (10:12 AM)

Clerk's Note: Item 22 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

23. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED ROUTINE PERSONNEL AMENDMENTS. (10:12 AM)

Clerk's Note: Item 23 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

OTHER ITEMS

24. RECEIVE AND DISCUSS AS NECESSARY THE MID-YEAR REVENUE REPORT FOR THE FISCAL YEAR 2010 BUDGET. (11:20 AM)

Members of the Court heard from: Blain Keith, Chief Assistant County Auditor, Travis County Auditor's Office.

Discussion only. No formal action taken.

25. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO ADD TWO ALL-TERRAIN VEHICLES TO THE TRAVIS COUNTY VEHICLE FLEET FOR USE WITHIN THE SHERIFF'S OFFICE LAW ENFORCEMENT BUREAU. (10:12 AM)

Clerk's Note: Item 25 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

26. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO ACCEPT THE FISCAL YEAR 2010 SUPPLEMENT GRANT FOR THE AUTO THEFT TASK FORCE IN THE AMOUNT OF \$37,300. (10:12 AM)

Clerk's Note: Item 26 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

27. RECEIVE UPDATE AND TAKE APPROPRIATE ACTION ON FUNDRAISING EFFORTS TO BUILD GRASSROOTS AWARENESS OF THE CENSUS. (11:25 AM)

Members of the Court heard from: Ronnie Gjemre, Travis County Resident.

Discussion only. No formal action taken.

28. CONSIDER AND TAKE APPROPRIATE ACTION ON ORDER FROM COUNTY JUDGE DELEGATING THE FUNCTION OF THE TEXAS ALCOHOLIC BEVERAGE COMMISSION LICENSE AND PERMIT APPROVALS TO COMMISSIONER MARGARET J. GÓMEZ FOR ALL APPLICATIONS PRESENTED BEGINNING ON TUESDAY, APRIL 27, 2010 UNTIL CLOSE OF BUSINESS ON MONDAY, MAY 3, 2010. (JUDGE BISCOE) (10:13 AM)

Item 28 was pulled from the Agenda.

29. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO USE THE LOCAL INITIATIVE PROGRAM GRANT ON A PILOT PROGRAM TO IDENTIFY VEHICLES THAT HAVE A COUNTERFEIT STATE INSPECTION. (10:13 AM)

Item 29 was postponed.

30. RECEIVE BRIEFING AND TAKE APPROPRIATE ACTION ON APPOINTING ADDITIONAL COUNTY RESIDENT OR OFFICIAL TO THE POLICY BOARD OF THE CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION (CAMPO). (JUDGE BISCOE) (10:13 AM)

Item 30 postponed until May 4, 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.

31. RECEIVE BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION CONCERNING THE MCKINNEY FALLS PARKWAY ROAD IMPROVEMENT PROJECT AND THE CONDEMNATION CASE INVOLVING PARCELS OWNED BY RKS TEXAS INVESTMENTS, LP. ^{1 AND 2} (11:26 AM) (12:36 PM)

Clerk's Note: Judge Biscoe announced that Item 31 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Members of the Court heard from: John Hille, Assistant County Attorney.

Motion by Commissioner Eckhardt **and seconded by** Commissioner Davis that we accept the offer of settlement in the amount of \$500,354.00, pursuant to a condemnation case involving parcels owned by RKS Texas investments, LP.

Motion carried: County Judge Samuel T. Biscoe	absent
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

32. RECEIVE BRIEFING FROM RETAINED OUTSIDE COUNSEL AND TAKE APPROPRIATE ACTION REGARDING CAUSE NO. A-09-CA-280-LY; J. ADAN BALLESTEROS VS. TRAVIS COUNTY, TEXAS AND BOB VANN; IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF TEXAS, AUSTIN DIVISION. ¹ (11:26 AM) (12:39 PM)

Clerk's Note: Judge Biscoe announced that Item 32 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Discussion only. No formal action taken.

33. CONSIDER AND TAKE APPROPRIATE ACTION CONCERNING SETTLEMENT OFFERS REGARDING PAYMENT FOR STAR FLIGHT SERVICES RENDERED TO THE FOLLOWING: (11:26 AM)

A. MARIA GODINEZ;

Clerk's Note: Judge Biscoe announced that Items 33.A-D would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Item 33.A postponed until May 4, 2010.

33. CONSIDER AND TAKE APPROPRIATE ACTION CONCERNING SETTLEMENT OFFERS REGARDING PAYMENT FOR STAR FLIGHT SERVICES RENDERED TO THE FOLLOWING: (11:26 AM) (12:39 PM)

B. ALEXANDRA KUNERT;

Clerk's Note: Judge Biscoe announced that Items 33.A-D would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Commissioner Huber and seconded by Commissioner Davis that in recognition of faithful payments for the last five years on an outstanding balance of \$3,008.40, that we consider that paid in full with the remaining balance of about \$1,200.00 no longer due.

Motion carried: County Judge Samuel T. Biscoe	absent
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

33. CONSIDER AND TAKE APPROPRIATE ACTION CONCERNING SETTLEMENT OFFERS REGARDING PAYMENT FOR STAR FLIGHT SERVICES RENDERED TO THE FOLLOWING: (11:26 AM) (12:40 PM)

C. LEILANI GONZALEZ; AND

Clerk's Note: Judge Biscoe announced that Items 33.A-D would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Commissioner Huber and seconded by Commissioner Davis that with the balance due being \$2,921.58, that in consideration of the circumstances that we offer a settlement payment of \$500.00.

Motion carried: County Judge Samuel T. Biscoe	absent
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

33. CONSIDER AND TAKE APPROPRIATE ACTION CONCERNING SETTLEMENT OFFERS REGARDING PAYMENT FOR STAR FLIGHT SERVICES RENDERED TO THE FOLLOWING: (11:26 AM)

D. RAYMOND JOHNSON. ¹

Clerk's Note: Judge Biscoe announced that Items 33.A-D would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Item 33.D pulled from the Agenda.

34. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE POTENTIAL PURCHASE OF REAL ESTATE IN CENTRAL AUSTIN. ^{1 AND 2}
(11:26 AM)

Clerk's Note: Judge Biscoe announced that Item 34 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Item 34 pulled from the Agenda.

ADJOURNMENT

Motion by Commissioner Davis and seconded by Commissioner Huber to adjourn the Voting Session. (12:41 PM)

Motion carried: County Judge Samuel T. Biscoe	absent
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

MINUTES APPROVED BY THE COMMISSIONERS' COURT

Date of Approval

Samuel T. Biscoe, Travis County Judge